



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, FEBRUARY 6, 2018**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, February 6, 2018 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

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

II. PUBLIC COMMENTS

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

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

III. CONSENT AGENDA

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

A. Approval of the Minutes as follows:

- 1) Regular Meeting on January 16, 2018;
- 2) Special Meeting on January 25, 2018;
- 3) Special Meeting on January 30, 2018. (Staffed by City Secretary's Office.) Attachment.

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

- 1) Ordinance 2018-01 rezoning 2929 W. Expressway 83, also being Lot 1, Grover Commercial Plaza, Phase I, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to B-2 Secondary and Highway Business District and authorize the Mayor to execute any related documents. (First reading of Ordinance 2018-01 held January 16, 2018; Staffed by Planning and Code Enforcement Department.) Attachment
- 2) Ordinance 2018-03 authorizing a budget amendment as appropriate to purchase property on Westgate Drive for drainage improvements in an amount of \$150,000 and authorize the Mayor to execute any related documents. (First reading of Ordinance 2018-03 held January 16, 2018; Staffed by Finance Department.) Attachment
- 3) Ordinance 2018-04 amending Ordinance 1990-31 Animal Control Ordinance providing regulations on animal impoundment identified as nuisance situations and authorize the Mayor to execute any related documents. (First reading of Ordinance 2018-04 held January 16, 2018; Staffed by Planning and Code Enforcement Department.) Attachment

C. Approval of the renewal of the lease agreement with Weslaco Softball/Baseball League and approve the use of the Softball/Baseball Field 1, 2 and 3 and Concession Stand at Mayor Pablo G. Peña City Park effective February 1, 2018 through July 31, 2018 and authorize the Mayor to execute any related documents. (Requested by Weslaco Softball/Baseball League.) Attachment

D. Approval of the renewal of the lease agreement with Mid Valley Youth Soccer League for use of Pablo G. Pena City Park soccer fields and authorize the Mayor to execute any related documents. (Requested by Mid Valley Youth Soccer League.) Attachment

E. Approval of the renewal of the lease agreement with Weslaco Little League for use of Isaac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2 and Concession Stands effective

February 1, 2018 through July 31, 2018 and authorize the Mayor to execute any related documents. (Requested by Weslaco Little League.) Attachment

- F. Approval of the renewal of the 7th Annual “Movies at the Park” at Mayor Pablo G. Peña City Park located at 300 N. Airport Drive for the 2018 season and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation.) Attachment
- G. Authorization to solicit bids for water line and irrigation line for Weslaco North Fire Station Subdivision. (Staffed by Planning and Code Enforcement.) Attachment
- H. Acceptance of check for \$111,900.00, on behalf of Pat Serquina, for the repairs of parking garage located near the intersection of Third Street and Missouri Avenue and authorize Mayor to execute any related documents. (Staffed by Planning and Code Enforcement.) Attachment
- I. Authorization to advertise for repairs to the parking garage at the Villa de Cortez. (Staffed by Planning and Code Enforcement.) Attachment
- J. Acceptance of grant award number 3357201 from the Office of the Governor State Homeland Security Program in an amount of \$60,222.48 to purchase Special Response Team gear and equipment and authorize the Mayor to execute any related documents. (Staffed by the Police Department.) Attachment
- K. Approval of the Memorandum of Understanding between the constituent agencies of the Texas Anti-gang (TAG) Center - Rio Grande Valley and authorize the Mayor to execute any related documents. (Staffed by the Police Department.) Attachment
- L. Approval of Resolution 2018-06 authorizing to apply for the 2018-2019 Justice Assistance Grant Program (Grant #3526101) to purchase an evidence collection van in an amount not to exceed \$72,640.00 with no local match required and authorize the Mayor to execute any related documents. (Staffed by the Police Department.) Attachment
- M. Authorization of the allocation of \$450,000.00 from Capital Outlay 2018 adopted budget and an amount not to exceed \$30,000.00 from Asset Forfeiture for the purchase of nine (9) police vehicles. (Staffed by the Police Department.) Attachment
- N. Approval of Resolution 2018-07 authorizing to apply for the 2018-2019 State

Homeland Security Program LETPA Grant (Grant #3538301) to purchase a high-risk warrant vehicle in an amount not to exceed \$88,950.00 with no local match requirement and authorize the Mayor to execute any related documents. (Staffed by the Police Department.) Attachment

- O. Approval of Resolution 2018-08 authorizing to apply for the 2018 State Homeland Security Program - Regular Projects to purchase twelve (12) portable radios and related equipment in an amount not to exceed \$55,755.58 with no local match required and authorize the Mayor to execute any related documents. (Staffed by the Weslaco Police Department.) Attachment
- P. Approval of Resolution 2018-09 authorizing to apply for the 2018 Office of the Governor Criminal Justice Division Body-Worn Camera Program to purchase two (2) body worn cameras and related equipment in an amount not to exceed \$12,485.00 with a 20% local match required and authorize the Mayor to execute any related documents. (Staffed by the Weslaco Police Department.) Attachment
- Q. Approval of the renewal of the third year of a three-year Microsoft Enterprise Agreement previously approved by City Commission on January 19, 2016 for Microsoft products, including server, desktop software and email services, in an amount not to exceed \$73,000.00 and authorize the Mayor to execute any related documents. (Staffed by Information Technology Department.) Attachment
- R. Approval of an expenditure of \$7,500.00 of the Marion Booth Endowment for mobile hotspots, additions to the library collection, and furniture improvements within the Mayor Joe V. Sanchez Public Library. (Staffed by the Library Department.) Attachment

IV. OLD BUSINESS

- A. Discussion and consideration to approve on Second and Final Reading Ordinance 2018-02, amending Ordinance 320, Codified as Chapter 150 - Zoning Ordinance, adopting new regulations and ordaining other matters with respect to the subject matter hereof. Possible action. (First reading of Ordinance 2018-02 held January 16, 2018; Staffed by Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration regarding the Conditional Use Permit to operate a daycare at 610 W. 13th Street, Weslaco. (There was no action on this item January 16, 2018; Staffed by City Manager's Office.)

V. NEW BUSINESS

- A. Discussion and consideration to approve Resolutions 2018-15 through 2018-22 expressing support for applications to the Texas Department of Housing and Community Affairs for 2018 for competitive nine-percent housing tax credits for the following proposed developments:
- 1) Avanti at Sienna Palms Legacy
 - 2) Avanti at Westgate Legacy
 - 3) Jasmine Village Apartments
 - 4) Luna Vista
 - 5) Midway North Village
 - 6) Midway North Senior Village
 - 7) Midway Villas
 - 8) Weslaco Villas
- and authorize the Mayor to execute any related documents. Possible action. (Staffed by the City Manager's Office.) Attachment
- B. Discussion and consideration to approve an Interlocal agreement with Weslaco Independent School District for a joint school/city park at Clecker-Heald Elementary School to include improvements and utilization of facilities and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment
- C. Discussion and consideration to approve an Interlocal agreement with Weslaco Independent School District for a joint school/city park at Memorial Elementary School to include improvements and utilization of facilities and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment
- D. Discussion and consideration to approve a variance from Subdivision Ordinance 26-37, on behalf of Domain Development Corporation, to reduce park fees from The Villages at Westgate Subdivision in 50% and place remaining fees at building stage at builder's expense. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- E. Discussion and consideration to submit individual liens for lots located on Sun Valley Subdivision from sanitary sewer improvements as stated on Resolution 2005-04 and filed at Hidalgo County Clerks Office Document No.1434619 and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- F. Discussion and consideration to approve Ordinance 2018-05 approving a four-way

stop at the intersection of Frost Proof Drive and N. Trace Drive. First Reading of Ordinance 2018-05. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

- G. Discussion and consideration to approve the submission of the final proposed annual work plan for the City of Weslaco under the Hidalgo County Urban County Program, approve Resolution 2018-23 for year 31 (2018) to accept the allocation of approximately \$276,051.00, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- H. Discussion and consideration to award the most advantageous proposal for financing of the purchase of Weslaco Fire Department 2018 Tahoe and 2018 F-250 Truck and authorize the Mayor to execute a Master Lease Agreement. Possible action. (Staffed by Finance Department.) Attachment
- I. Discussion and consideration to amend Republic Services agreement to allow for additional charges for overfilling of commercial trash dumpsters in the amount of \$37.50 per yard. Possible action. (Staffed by Finance Department.) Attachment
- J. Discussion and consideration to approve Ordinance 2018-06 amending the Master Fee Schedule to reflect the overfill charges and authorize the Mayor to execute any related documents. First Reading of Ordinance 2018-06. Possible action. (Staffed by Finance Department.) Attachment

VI. REPORTS

- A. Report by Weslaco Area Chamber of Commerce.
- B. Report by Economic Development Corporation of Weslaco.
- C. Report by Inframark.
- D. Report by Fire Department.
- E. Report by Parks and Recreation Department.
- F. Report by Planning and Code Enforcement.
- G. Report by Public Works.

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 City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- B. Personnel - Discussion with the City Manager regarding the Police Chief applicants and develop a short-list as authorized by §551.074 of the Texas Government Code.
- C. Legal Consultation - Seek City Attorney opinion relating to the mediation with CDM as authorized by §551.071 of the Texas Government Code.
- D. Pending Litigation - Consultation with City Attorney regarding Cause No. T-0286-16-B *Weslaco Independent School District, City of Weslaco and South Texas College, et al vs Jesus Bravo, et al* 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 2nd day of February,

2018 at 5:40 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Elizabeth M. Walker, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary's Office at (956) 968-3181, Ext. 3100 prior to the meeting date.

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

Removed from Bulletin Board	Date:	Initials:
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Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1469	
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):			
Elizabeth Walker Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Art Beckwith, Police Chaplain, 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 and Mission			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1474
From:		
Subject: Approval of the Minutes as follows: 1) Regular Meeting on January 16, 2018; 2) Special Meeting on January 25, 2018; 3) Special Meeting on January 30, 2018. (Staffed by City Secretary's Office.) Attachment.		
Background: Record of commission action for the Regular Meeting on January 16; Special called meeting on January 25 and 30, 2018.		
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):		
Elizabeth Walker Elizabeth Walker Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approved.		
Staff Recommendation: Approve.		
Attachments, if any: 18-01-16 minutes, 18-01-25 minutes, 18-01-30 minutes		
Responsibilities upon Approval: Execute and retain.		



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 16, 2018**

On Tuesday, January 16, 2018, at 5:36 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Gerardo “Jerry” Tafolla
Commissioner	Leo Muñoz
Commissioner	Greg Kerr
Commissioner	Jose “J.P.” Rodriguez
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Mary Barrera, Finance Director; Juan Salas, Information Technology; Tony Lopez, Fire Chief; Robert de la Cerda, Interim Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Arnold Becho, Library Director; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, January 12, 2018.

B. Invocation.

Pastor Joey Aguilar, First Baptist Church, led the invocation. The Mayor thanked the church community for again hosting the warming shelter.

C. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

There were none presented.

E. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting perfect attendance and a quorum present.

II. PUBLIC COMMENTS

Gail Wiegel Ortiz, Frank de la Rosa, and Margaret Bhagat voiced concerns alleging non-compliance on construction and operations of the daycare located at 610 W. 13 Street.

Linda Taormina and Valisue McAlpin voiced objection to the proposed rezone at 1720 W. 18 Street requesting the use remain residential and submitting a petition against it.

Norma Ramirez introduced herself as a candidate for the Democratic Party Chair.

III. PUBLIC HEARING

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to open the public hearing concurrently at 5:52 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

Mike Perez, City Manager, noted the Commission cannot respond to statements under public comments; however, to clarify, any property owner has the right to request a rezone and the City must give the owner due process.

A. To solicit input to amend Ordinance 320, Codified as Chapter 150 - Zoning Ordinance, adopting new regulations and ordaining other matters with respect to the subject matter hereof.

No comments received.

B. To solicit input on behalf of Reuben Bar-Yadin, rezoning 2929 W. Expressway 83, also being Lot 1, Grover Commercial Plaza, Phase I, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to B-2 Secondary and Highway Business District.

No comments received.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to close the public hearing at 5:55 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

IV. CONSENT AGENDA

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

A. Approval of the following:

1) Minutes of Regular Meeting on January 2, 2018;

2) Record of Workshop on January 9, 2018. (Staffed by City Secretary's Office.)

B. Approval to purchase six (6) Self-Contained Breathing Apparatus (SCOTT 5.5) through Buy Board contract pricing in amount of \$58,344.00 as budgeted. (Staffed by Fire Department.)

C. Acceptance of grant award number 3494001 from the Office of the Governor Criminal Justice Division in an amount of \$37,500.00 for Rifle-Resistant vests for Police Officers and two Fire Marshals and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

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

V. APPOINTMENTS

A. Discussion and consideration to approve Resolutions 2018-02 and 2018-03 appointing two members to expired terms on the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.)

Commissioner Kerr, seconded by Mayor Pro Tem Tafolla, moved to approve Resolutions 2018-02 and 2018-03 reappointing Sergio Lozano and Ted Welansky, respectively, to expired terms on the Ambulance Advisory Board as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the resolutions are as follows:

RESOLUTION NO. 2018-02

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

WHEREAS, the City of Weslaco has established the Ambulance Advisory Board pursuant to Section 14-1(A) of Ordinance No. 78-39; and

WHEREAS, the terms of the members of this board are for two years; and

WHEREAS, the Ambulance Advisory Board members shall serve without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Sergio Lozano is appointed to serve on the Ambulance Advisory Board and the term will begin on February 16, 2018 and will expire on February 16, 2020.

PASSED AND APPROVED on this 16th day of January 2018.

RESOLUTION NO. 2018-03

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

WHEREAS, the City of Weslaco has established the Ambulance Advisory Board pursuant to Section 14-1(A) of Ordinance No. 78-39; and

WHEREAS, the terms of the members of this board are for two years; and

WHEREAS, the Ambulance Advisory Board members shall serve without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Ted Walensky is appointed to serve on the Ambulance Advisory Board and the term will begin on February 7, 2018 and will expire on February 7, 2020.

PASSED AND APPROVED on this 16th day of January 2018.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Elizabeth M. Walker, CITY SECRETARY

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

VI. OLD BUSINESS

A. Discussion and consideration after public hearing on behalf of Rashad Javed Rana to approve Ordinance 2017-54 rezoning 1720 W. 18th Street also being the 3.00 acres out of Farm Tract 658, West Tract, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-3 Rural District. First reading of Ordinance 2017-54. Possible action. (This item was tabled December 19, 2017. This item requires three-fourths vote as it was denied by Planning and Zoning Commission; Staffed by Planning and Code Enforcement Department.)

Commissioner Kerr abstained from discussion and vote, leaving the dais.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to remove the item from the table. The motion carried unanimously; Mayor Suarez was present and voting.

Mardoqueo Hinojosa, City Engineer/Director of Planning and Code Enforcement, stated twenty property owners were notified; five calls were received voicing opposition and a petition against the rezone was received. The Planning and Zoning Commission and staff recommend denial as the use does not conform to the 2040 Future Land Use Plan adopted in 2015; moreover, the proposed zoning change defines R-3 between 1015 and Midway from Mile 10 to 18th Street for Urban Use and this area remains designated for residential use.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve Ordinance 2017-54.

Commissioner Rodriguez reported that after speaking with neighbors, there was no support for rezone from the residents in the area. In response to Mayor Suarez it would be considered spot zoning as the use does not comply with the land use plan.

With a motion on the floor, Mayor Suarez called for a vote. The motion failed unanimously; Mayor Suarez was present and voting.

Mardoqueo Hinojosa requested a timeline for the owner to remove the animals. The City Manager recommended two weeks; the applicant requested 2-3 months and consider allowing him to keep 2-3 animals. The Mayor stated Code Enforcement would send a letter providing deadlines.

Commissioner Kerr returned to the dais.

VII. NEW BUSINESS

A. Discussion and consideration to approve the Weslaco Economic Development Corporation bid for the Center for Innovation and Commercialization University of Texas Rio Grande Valley (UTRGV) project. Possible action. (Staffed by the City Manager.)

The City Manager stated six responses were received and evaluated by the Economic Development Corporation. Two respondents, Rigney and Noble Texas, bid the same amount, \$3,150,000.00. Weslaco Economic Development Corporation recommends awarding to Noble Texas as the lowest responsible and responsive bidder in the amount of \$3,150,000.00 and staff concurs.

In response to Commissioner Munoz, the amount is \$350,000 over the proposed budget and would not be able to direct the Architect to value engineer the project until the contract is awarded and staff meets with them. The Mayor expressed an intent to get as close to the budget as possible.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve the Weslaco Economic Development Corporation (EDC) bid for the Center for Innovation and Commercialization University of Texas Rio Grande Valley (UTRGV) project to Noble Texas as recommended by the Economic Development Corporation as the lowest, most responsible, responsive bidder in an amount of \$3,150,000.00. The motion carried unanimously; the Mayor was present and voting.

B. Discussion and consideration to approve Ordinance 2018-02, amending Ordinance 320, Codified as Chapter 150 - Zoning Ordinance, adopting new regulations and ordaining other matters with respect to the subject matter hereof. First reading of Ordinance 2018-02. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa, Planning Director and City Engineer, stated a joint workshop was held with Planning and Zoning and Commission to deliberate clear and uniform requirements in the zoning ordinance, including incorporating new uses and clarifying antiquated uses for each zoning district, allowing maid quarters and guest houses, defining Bed & Breakfasts, and updating setbacks for zoning districts.

The proposed changes impose new conditions for daycares in an R-1 district so businesses have a low impact to the area. The conditional use permit would require a six-foot buffer fence with no other exterior alterations except a 1.5 x 1.5 non-illuminated sign, maximum number of children limited to 12, only one daycare allowed on dead end streets and cul-de-sacs and each facility must be registered with the State Comptroller. These permits will be reviewed annually by staff for compliance through a required facility inspection.

Mr. Hinojosa also elaborated on Bed and Breakfast conditions, including now requiring an official sign in roster available to the City for inspection and maintained for four years; conditional permits may be renewed if building codes have not been updated within a year.

Commissioner Kerr requested to amend the motion to include a residency requirement for a daycare in an R-1 zone. In response to Mayor Pro Tem Tafolla, the City Attorney stated a 2008 Supreme Court ruling indicates changes may be applied retroactively to existing businesses but the City could still be sued for an uncompensated taking. Mayor Suarez recommended the City Attorney research before second and final reading of the ordinance; the City Manager stated the ordinance could be amended on second reading to include residency requirements if the Commission wishes to do so.

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to approve Ordinance 2018-02, amending Ordinance 320, Codified as Chapter 150 - Zoning Ordinance, adopting new regulations and ordaining other matters with respect to the subject matter hereof as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Reuben Bar-Yadin to approve Ordinance 2018-01 rezoning 2929 W. Expressway 83, also being Lot 1, Grover Commercial Plaza, Phase I, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to B-2 Secondary and Highway Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2018-01. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated twenty property owners were notified. As B-2 is a permitted use in the comprehensive land use plan, Planning and Zoning Commission and staff recommend approval.

Commissioner Lopez, seconded by Commissioner Pedraza, moved to approve Ordinance 2018-01 rezoning 2929 W. Expressway 83 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve the Final Plat for Lowe's of Weslaco, being a 21.96 acre out of a part of Farm Tract 34:40, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at North East Corner of Bridge Avenue and U.S. Business 83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated this is a five-lot subdivision approved in 2007 but never recorded, meaning Ballard Street was not officially dedicated; as a matter of housekeeping, Planning and Zoning and staff recommend approval of the final plat.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve Final Plat for Lowe's of Weslaco as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to approve a six-month extension of the Final Plat for The Villages at Westgate Subdivision, being a 39.87 acre tract of land out of Farm Tract 131, Block 162, West Tract Subdivision, Weslaco, Hidalgo County, Texas, located along the west right-of-way of Westgate Drive and approximately 1445 feet North of Interstate 2 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated completion of development should occur within 2-3 months; however, the developer is requesting a six-month extension to complete public improvements and record the plat. The Planning and Zoning Commission and staff recommend approval.

In response to Mayor Pro Tem Tafolla, there is no charge for this extension as none is outlined in the Master Fee Schedule.

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza, moved to approve a six-month extension of the Final Plat for The Villages at Westgate Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration regarding the Conditional Use Permit to operate a daycare at 610 W. 13th Street, Weslaco. (Requested by Commissioner Munoz and the Mayor.)

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to discuss.

Mayor Suarez stated the daycare had been in operation 17 months but strong concerns of non-compliance from residents in the area have been brought to the attention of the Commission. Commissioner Muñoz stated he believed the intent from the Commission was always to place restrictions as voted on at that time since the zoning ordinance provided none and as such the City Manager followed up with a letter outlining some conditions. Commissioner Muñoz does not agree that a second building permit should have been granted, apologized to the residents for any misunderstanding, and recommended appointing a committee with the City Attorney to determine a solution.

City Manager stated upon reviewing the meeting the motion was approved without the intent from the discussions held to impose restrictions recommending a committee as suggested by Commissioner Muñoz, with City Attorney, review the tape and make a final determination in 30 days on what the intent of the commission discussion and action. Mayor Pro Tem Tafolla recommended Commissioners Muñoz, Lopez and Mayor Suarez to make the committee.

Ms. Gail Wiegel Ortiz identified alleged issues and asserted that the neighbors deserve a remedy because they had previously been given assurances.

There was no action.

G. Discussion and consideration to adopt ordinance 2018-04 amending Ordinance 1990-31 Animal Control Ordinance providing regulations on animal impoundment identified as nuisance situations and authorize the Mayor to execute any related documents. First reading of Ordinance 2018-04. Possible action. (Staffed by Planning and Code Enforcement Department.)

Commissioner Pedraza, seconded by Commissioner Rodriquez, moved to approve Ordinance 2018-04 amending Ordinance 1990-31 Animal Control Ordinance providing regulations on animal impoundment identified as nuisance situations as presented.

Mardoqueo Hinojosa stated to address the nuisances of loose animals, staff proposes a four-strike ordinance when picking up animals within any given 12-month period. Commissioner Muñoz recommended limiting to a three-step process; Commissioner Pedraza recommended a 24-month period.

Commissioner Pedraza, seconded by Commissioner Lopez, moved to amend the motion to identify a two-year period, with the first time a nuisance animal is picked up resulting in impoundment and citation; second time, three-day impoundment with citation; third pick up within 24-month period, relocation of the animal outside the City. The motion carried unanimously; Mayor Suarez was present and voting.

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

H. Discussion and consideration to approve Ordinance 2018-03 authorizing a budget amendment as appropriate to purchase property on Westgate Drive for drainage improvements in an amount of \$150,000 and authorize the Mayor to execute any related documents. First reading of Ordinance 2018-03. Possible action. (Staffed by Finance Department.)

Mary Barrera, Finance Director, explained this expense was not anticipated during budget preparation and recommended approval to move forward with the purchase. Funds will come from the balance in the General Fund.

Commissioner Pedraza, seconded by Commissioner Kerr, moved to approve Ordinance 2018-03 authorizing a budget amendment as appropriate to purchase property on Westgate Drive for drainage improvements in an amount of \$150,000.00 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to unseal, award and/or reject the sole proposal received for RFP No.: 2017-18-04 Firework Display on July 4, 2018 to be located at Mayor Pablo G. Pena City Park, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

David Arce, Parks Director, stated staff reached out to three vendors and presented the sole bid received to be unsealed by the Commission. Staff recommended to unseal and award the sole bid only if it does not exceed \$13,000.00. Mayor Suarez opened the sole response announcing the bid amount was \$13,000.00.

Commissioner Muñoz, seconded by Commissioner Lopez, moved to award sole respondent Pyro Shows in an amount of \$13,000.00 for RFP No.: 2017-18-04 Firework Display on July 4, 2018 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez revisited Item F to allow applicant Nancy Bazan to address the Commission. There was no objection.

Nancy Bazan, owner, stated she originally proposed four classrooms in her plans but funds did not allow it at the time; she later applied for her permit for the fourth classroom. She assured she will address any problems when she is made aware of them.

The City Manager advised her that the Commissioners, City Attorney, and staff would review and have a determination within 30 days.

VIII. EXECUTIVE SESSION

At 7:28 p.m. Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved the regular meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:29 p.m. Mayor Suarez announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

There was no action on this item.

B. Economic Development – Consultation with City Attorney regarding Economic Development incentive program related to Project "D" as authorized by §551.087 of the Texas Government Code

There was no action on this item.

C. Economic Development – Consultation with City Attorney regarding Economic Development incentive program related to Project Saddle as authorized by §551.087 of the Texas Government Code.

Commissioner Kerr abstained from discussion and vote.

There was no action on this item

D. Pending Litigation - Consultation with City Attorney regarding *City of Weslaco v. Briones Consulting and Engineering* as authorized by §551.071 of the Texas Government Code.

Commissioner Kerr, seconded by Commission Lopez, moved to approve the settlement agreement regarding *City of Weslaco v. Briones Consulting and Engineering* in the amount of \$1.9 million as discussed in executive session and authorize the Mayor to execute any related documents. The motion carried unanimously; Mayor Suarez was present and voting.

E. Real Property – Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property consisting of 2 acres more or less with improvements out of Farm Tract 666 located on South Westgate Drive as authorized by §551.072 of the Texas Local Government Code.

There was no action on this item

X. ADJOURNMENT

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to adjourn at 8:30 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
THURSDAY, JANUARY 25, 2018**

On Thursday, January 25, 2018, at 5:34 p.m. the City Commission of the City of Weslaco, Texas convened in a Special Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Gerardo “Jerry” Tafolla
Commissioner	Jose “J.P.” Rodriguez
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Rogelio Martinez, Information Technology Interim Director; Robert de la Cerda, Interim Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; Andrew Muñoz, Aviation Director; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, January 19, 2018.

B. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

C. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting the absence of Commissioners Kerr and Muñoz but a quorum present.

II. PUBLIC COMMENTS

There were none received.

III. EXECUTIVE SESSION

At 5:36 p.m. Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved the special meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 5:57 p.m. Mayor Suarez announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public

IV. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

A. Economic Development – Consultation with City Attorney regarding Economic Development incentive program related to Project “Saddle” as authorized by §551.087 of the Texas Government Code.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to authorize the City Attorney, City Manager and Mayor to negotiate with Tri-gen on Project “Saddle” as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

V. ADJOURNMENT

Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza, moved to adjourn at 5:58 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

ABSENT
COMMISSIONER, Leo Muñoz

ABSENT
COMMISSIONER, Greg Kerr

COMMISSIONER, Jose “J.P” Rodriguez

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 30, 2018**

On Tuesday, January 30, 2018, at 5:08 p.m. the City Commission of the City of Weslaco, Texas convened in a Special Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Gerardo “Jerry” Tafolla
Commissioner	Leo Muñoz
Commissioner	Greg Kerr
Commissioner	Jose “J.P.” Rodriguez
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Elizabeth Walker

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Rogelio Martinez, Information Technology Interim Director; Robert de la Cerda, Interim Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, January 26, 2018.

B. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

C. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting a quorum present at the time of roll and the arrival of Mayor Pro Tem Tafolla and Commissioner Kerr during Executive Session.

II. PUBLIC COMMENTS

There were none received.

III. EXECUTIVE SESSION

At 5:10 p.m. Commissioner Muñoz, seconded by Commissioner Pedraza, moved the special meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 6:09 p.m. Mayor Suarez announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IV. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

- A. Personnel – Discussion with the City Manager regarding the police Chief applicants and develop a short-list as authorized by §551.074 of the Texas Government Code.

There was no action; the City Manager stated this item would be placed on the agenda of the next regular meeting.

V. ADJOURNMENT

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to adjourn at 6:10 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Jose “J.P” Rodriguez

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1462	
From: Mardoqueo Hinojosa			
Subject: Ordinance 2018-01 rezoning 2929 W. Expressway 83, also being Lot 1, Grover Commercial Plaza, Phase I, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to B-2 Secondary and Highway Business District and authorize the Mayor to execute any related documents. (First reading of Ordinance 2018-01 held January 16, 2018; Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling to B-2 Secondary Highway Business District. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on December 22, 2017.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on December 18, 2017.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on January 3, 2018			
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Aerial, Reuben Bar-Yadin, Ordinance			
Responsibilities upon Approval:			

Staff will inform applicant.

Rezone Request

R-1 One Family Dwelling to B-2
Secondary and Highway District

Legend

 2929 W. Expressway 83

Midway
Road

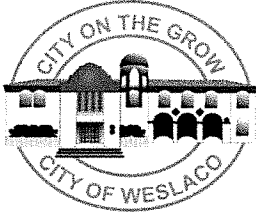
Interstate 2/
US Expressway 83

Google Earth

© 2017 Google
© 2017 INEGI

1000 ft





APPLICATION FOR REZONING

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

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

FILE NO. Re218-06002

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 1 and Common Area Block

Subdivision Name Grover Commercial Plaza, Phase 1

Street Address 2929 W Expressway 83, Weslaco, Texas 78596

Existing Zoning R-1 Existing Land Use Commercial

Proposed Zoning Commercial B-2 Proposed Land Use Commercial

- X \$300.00 non-refundable filing fee.
X Detailed dimensioned site plan/map must be submitted with this request.
X Survey and metes and bounds if the legal description is a portion of a lot.
X City and school tax receipts attached.
X I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Reuben Bar-Yadin Phone 210-424-8013

Address 4629 Macro Drive Fax:

City San Antonio State TX Zip Code 78218 E-Mail: Flint@CBGCRE.com

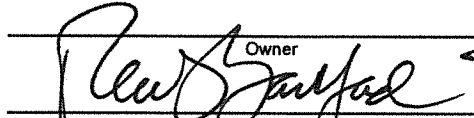
OWNER

Name Grover Properties, LTD Phone 956-453-7098

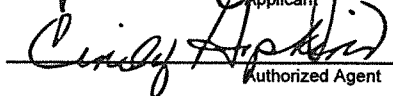
Address 712 W Harrison Avenue Fax:

City Harlingen State TX Zip Code 78550 E-Mail: chopkins@ccim.net

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

Signature  Date

Signature  Date 12-8-17

Signature  Date December 8, 2017

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

CITY OF WESLACO
956-968-3181

REC#: 02329235 12/13/2017 3:50 PM
OPER: KArev TERM: 036
REF#: 1094
PAID BY:

TRAN: 235.1000 PROCESSING FEE
5560
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 204.0000 REZONING APPL FEE
5560
01 -400-1027
REZONING APPLICATIO 300.00CR

TENDERED: 5.00 CHECK
300.00 CHECK
APPLIED: 305.00-

CHANGE: 0.00

EXHIBIT A

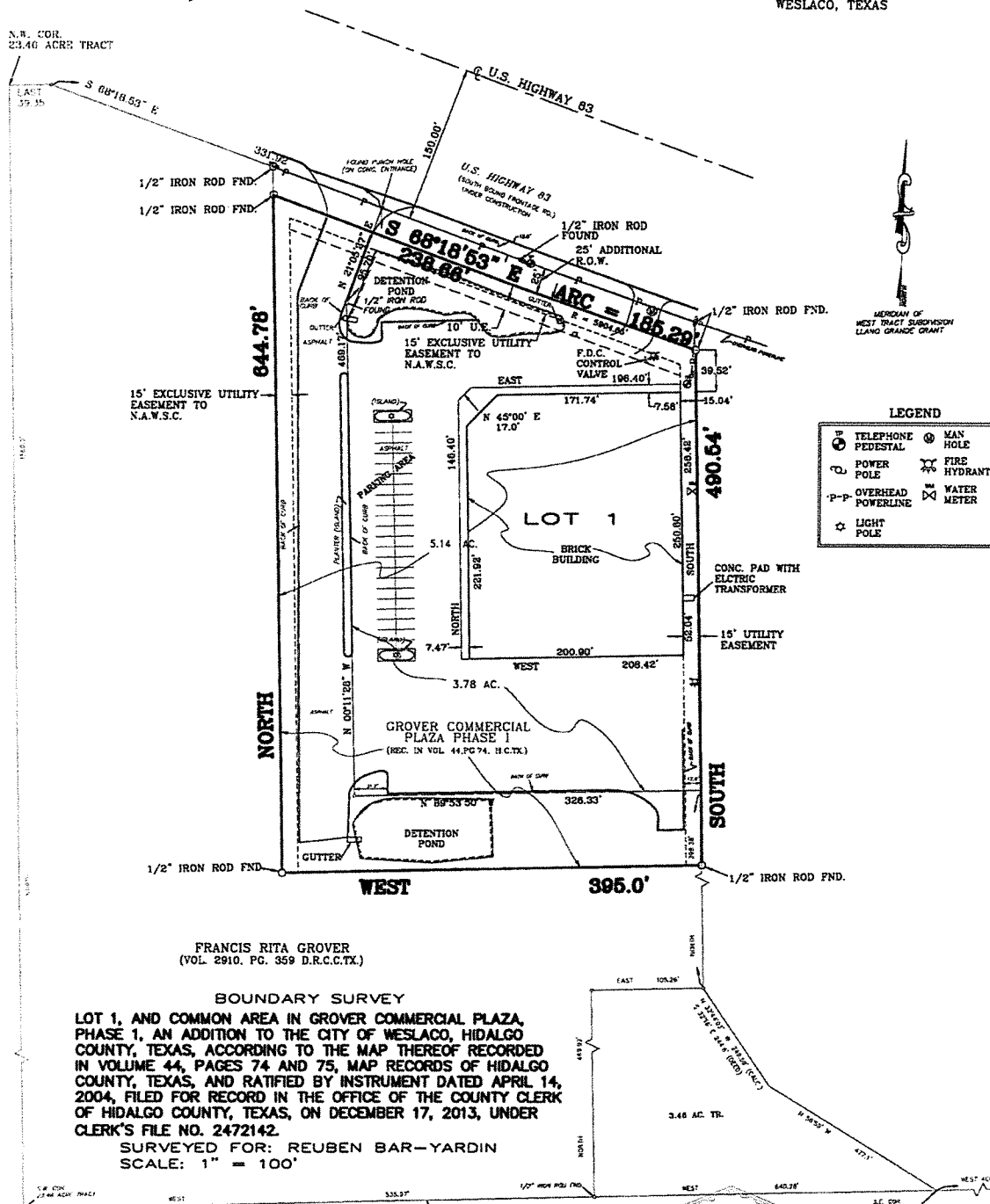
PLAT OF SURVEY

**BEING 14.65 ACRES (14.61 ACRE DEED
DOC. #2369882) OF LAND OUT OF THE
SOUTHEAST 23.46 ACRES OF FARM TRACT
165, BLOCK 179 WEST TRACT SUBDIVISION,
LLANO GRANDE GRANT, HIDALGO COUNTY,
TEXAS, ACCORDING TO THE MAP OR PLAT
THEREOF RECORDED IN VOLUME 2, PAGES
34-37, OF THE MAP RECORDS OF HIDALGO
COUNTY, TEXAS.**

SUBJECT TO RESTRICTIONS:
 1) RECORDED IN VOLUME 44, PAGES 74, AND 75, M.R.H.C.T.X.
 2) R.O.W. EASEMENT FILED FOR RECORD UNDER CLERK'S
 FILE NO. 1430564.
 3) EASEMENTS, RIGHTS, RULES, AND REGULATIONS IN
 FAVOR OF HIDALGO AND CAMERON COUNTIES WATER
 CONTROL AND IMPROVEMENT NO. 9.

FLOOD INSURANCE RATE MAP OF
 COMMUNITY PANEL NO.: 480334 0450 B
 REVISED DATE: JANUARY 2, 1981
 ZONE: "C" AREAS OF MINIMAL FLOODING.
 ADDRESS: 2929 E. EXPRESSWAY 83
 WESLACO, TEXAS

N.B. COR.
 23.46 ACRES TRACT



FRANCIS RITA GROVER
 (VOL. 2910, PG. 359 D.R.C.T.X.)

BOUNDARY SURVEY
 LOT 1, AND COMMON AREA IN GROVER COMMERCIAL PLAZA,
 PHASE 1, AN ADDITION TO THE CITY OF WESLACO, HIDALGO
 COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED
 IN VOLUME 44, PAGES 74 AND 75, MAP RECORDS OF HIDALGO
 COUNTY, TEXAS, AND RATIFIED BY INSTRUMENT DATED APRIL 14,
 2004, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK
 OF HIDALGO COUNTY, TEXAS, ON DECEMBER 17, 2013, UNDER
 CLERK'S FILE NO. 2472142.

SURVEYED FOR: REUBEN BAR-YARDIN
 SCALE: 1" = 100'

THIS SURVEY IS DONE FOR THE EXCLUSIVE
 USE OF THE OWNER AND IS NOT VALID AFTER
 6 MONTHS WITHOUT AN ORIGINAL SEAL AND
 SIGNATURE.

JUAN GARCIA JR. R.P.L.S. #4203

"I, JUAN GARCIA JR., REGISTERED
 PROFESSIONAL LAND SURVEYOR
 #4203, DO CERTIFY THAT THIS PLAT
 WAS MADE FROM AN ACTUAL SURVEY
 MADE ON THE GROUND ON 12/04/17
 BY ME OR UNDER MY DIRECTION;
 THIS SURVEY SUBSTANTIALLY
 CONFORMS TO THE CURRENT TEXAS
 SOCIETY OF PROFESSIONAL
 SURVEYORS STANDARDS AND
 SPECIFICATIONS FOR A CATEGORY 1A,
 CONDITION 2 SURVEY"

"THE UNDERSIGNED HEREBY CERTIFIES
 THAT THIS SURVEY, AS DESCRIBED HEREON,
 WAS MADE ON THE GROUND ON 12/04/17
 THAT THE ONLY IMPROVEMENTS ON THE
 GROUND ARE AS SHOWN; THAT THERE ARE
 NO VISIBLE ENCROACHMENTS, VISIBLE
 OVERLAPINGS, APPARENT CONFLICTS, OR
 VISIBLE EASEMENTS, EXCEPT AS SHOWN
 HEREON. SURVEYOR ASSUMES NO LIABILITY
 ABOVE COST OF SURVEY."

J N H



SURVEYING CO., LLC.
 (956) 423-1702

2017 TAX STATEMENT



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

Certified Owner:

GROVER PROPERTIES LTD
712 W HARRISON AVE
HARLINGEN, TX 78550-6002

Legal Description:

GROVER COMMERCIAL PLAZA PH 1 LOT 1 &
COMMON AREA

Account No: G8850-01-000-0001-00

Appr. Dist. No.: 678200

Legal Acres: 5.1361

Parcel Address: 2929 EXPWY 83

As of Date: 12/08/2017

Cause No: T-1819-16-A, T-1404-17-D

Print Date: 12/08/2017

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$1,189,427	\$1,793,803	\$2,983,230	\$2,983,230	\$0	\$0	\$0	\$2,983,230
Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax	
		Code	Amount				
HIDALGO COUNTY	\$2,983,230		\$0.00	\$2,983,230	0.5800000	\$17,302.73	
DRAINAGE DIST #1	\$2,983,230		\$0.00	\$2,983,230	0.0951000	\$2,837.05	
CITY OF WESLACO	\$2,983,230		\$0.00	\$2,983,230	0.6667000	\$19,889.19	
Amount saved by additional sales tax revenue	\$5,259.43						
WESLACO ISD	\$2,983,230		\$0.00	\$2,983,230	1.1597000	\$34,596.52	
SOUTH TEXAS ISD	\$2,983,230		\$0.00	\$2,983,230	0.0492000	\$1,467.75	
SOUTH TEXAS COLLEGE	\$2,983,230		\$0.00	\$2,983,230	0.1850000	\$5,518.98	

Total Tax: \$81,612.22

Total Tax Paid to date: \$81,612.22

Total Tax Remaining: \$0.00

Exemptions:

AMOUNT DUE IF PAID BY:

01/01/2018 0%	01/31/2018 0%	02/28/2018 7%	04/02/2018 9%	04/30/2018 11%	05/31/2018 13%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07/02/2018 15%	07/31/2018 18 + up to 15%	08/31/2018 19 + up to 15%	10/01/2018 20 + up to 15%	10/31/2018 21 + up to 15%	11/30/2018 22 + up to 15%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

School Information:

WESLACO ISD 2017 M&O 1.1397000 I&S .02000000 Total 1.1597000 2016 M&O 1.1397000 I&S .00000000 Total 1.1397000

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

4.1.67

Print Date: 12/08/2017

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157



G8850-01-000-0001-00

GROVER PROPERTIES LTD
712 W HARRISON AVE
HARLINGEN, TX 78550-6002

AMOUNT PAID:

\$ _____

00006782000000000000

Friday, December 8, 2017

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

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

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

Unless otherwise noted, all data refers to tax information for 2017. All amounts due include penalty, interest, and attorney fees when applicable.

Account Number: G885001000000100**Pending Credit Card or eCheck Payments:**
No Payment Pending**Appraisal District Number:** 678200[Print Current Statement](#)**Address:**
GROVER PROPERTIES LTD
712 W HARRISON AVE
HARLINGEN, TX 78550-6002[Print Delinquent Statement](#)**Property Site Address:**
2929 EXPWY 83[Register for Certified
Statements by Email](#)**Gross Value:** \$2,983,230**Legal Description:**
GROVER COMMERCIAL PLAZA PH 1 LOT 1 &
COMMON AREA**Land Value:** \$1,189,427**Current Tax Levy:** \$81,612.22**Improvement Value:** \$1,793,803**Current Amount Due:** \$0.00**Capped Value:** \$0**Prior Year Amount Due:** \$0.00**Agricultural Value:** \$0**Total Amount Due:** \$0.00**Exemptions:**
None**Last Payment Amount for Current Year Taxes:**
\$79,739.74[Exemption and Tax Rate Information](#)**Last Payer for Current Year Taxes:**
FIRST COMMUNITY BANK[Taxes Due Detail by Year and Jurisdiction](#)**Last Payment Date for Current Year Taxes:**
11/22/2017[Payment Information](#)**Active Lawsuits:** T-1819-16-A
T-1404-17-D[Print a Current Tax Statement](#)

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

[Terms of Use](#)

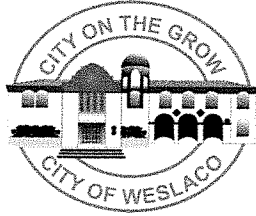
The Tax Office makes no representations as to the accuracy or reliability of any information accessed from its computer data base. The Tax Office, its officers, agents, employees and representatives shall not be liable for the information posted on the Tax Office Website in connection with any actions losses, damages, claims or liability in any way related to use of, distribution of or reliance upon such information.

HIDALGO COUNTY TAX OFFICE
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157
You may also e-mail the office.

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City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

December 22, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, January 3, 2018 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, January 16, 2018 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

Reuben Bar-Yadin is requesting to rezone 2929 W. Expressway 83, also being Lot 1, Grover Commercial Plaza, Phase 1 Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to B-2 Secondary Highway Business District.

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

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

Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

MH/mh

City of Weslaco Code Enforcement Dept.

DEC 15, 2017

GROVER, FRANCES RITA 5818 ACACIA HARLINGEN TX 78552-2247	G8850-01-000-0000-00 GROVER COMMERCIAL PLAZA PH 1 COM MON AREA 2929 EXPWY 83	L: 934676 B: 100586
MILANO GIOVANNA D MILANO HOLDINGS LLC 2900 W PIKE BLVD WESLACO TX 78596	W3800-00-162-0000-10 WEST TRACT- FT 162 EXC 2.88 AC-S E COR 20.15 AC NET	L: 0 B: 0
SCOGGINS RITA MARIE & ROBERT 3017 TREASURE HILLS BLVD HARLINGEN TX 78550-8656	W3800-00-165-0000-01 WEST TRACT SW14.62AC - E23.43AC FT 165 14.62AC NET 1	L: 0 B: 0

CITY OF WESLACO LEGAL NOTICE

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, January 3, 2018 at 5:30 p.m. and the City Commission will also hold a Public Hearing on Tuesday, January 16, 2018 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

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

Reuben Bar-Yadin is requesting to rezone 2929 W. Expressway 83, also being Lot 1, Grover Commercial Plaza, Phase 1, Weslaco, Hidalgo County, Texas from R-1 One Family District to B-2 Secondary Highway Business District.

The City of Weslaco is proposing an ordinance repealing Ordinance Number 320, the City of Weslaco Zoning Ordinance; Codified as Chapter 150 of the Weslaco Code of Ordinances, adopting new regulations; and ordaining other matters with respect to the subject matter hereof.

The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before January 3, 2018, for the Planning and Zoning Commission and on or before January 16, 2018, for the City Commission. For additional information, contact the Planning Department at (956) 447-3403

/S/ MARDOQUEO HINOJOSA, P.E., CFM
Planning Director/City Engineer

ORDINANCE NO. 2018-XX

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 2929 W. EXPRESSWAY 83 ALSO BEING LOT 1 AND COMMON AREA, GROVER COMMERCIAL PLAZA SUBDIVISION PHASE 1, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING TO B-2 SECONDARY HIGHWAY BUSINESS DISTRICT.

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

SECTION I: R-1 One Family Dwelling District to B-2 Secondary Highway Business District being Lot 1 and Common Area, Grover Commercial Plaza Subdivision Phase 1, also being 2929 W. Expressway 83, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this ____ day of _____, 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1466	
From:			
Subject: Ordinance 2018-03 authorizing a budget amendment as appropriate to purchase property on Westgate Drive for drainage improvements in an amount of \$150,000 and authorize the Mayor to execute any related documents. (First reading of Ordinance 2018-03 held January 16, 2018; Staffed by Finance Department.)			
Background: This purchase was not anticipated during the original 2017-2018 budget preparation process. Thus, the amendment is necessary in order to proceed with the purchase. This will have to come from Fund Balance in the General Fund.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Budget Amendment Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mary Barrera Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approval.			
Attachments, if any: Exhibit for O2018-03, Ordinance 2018-03			
Responsibilities upon Approval: Execute and retain.			

ORDINANCE 2018-03

AN ORDINANCE AMENDING ORDINANCE NUMBER 2017-37, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, FINDING NEED TO AMEND THE 2017-2018 MUNICIPAL BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2017-2018 budget; and

WHEREAS, unusual and unforeseen conditions have arisen during the fiscal year which have, or will require, the expenditure of additional funds constituting an emergency expenditure; and

WHEREAS, Section 102.009 of the Texas Local Government Code authorizes the City to amend its budget in such a manner as to provide for emergency expenditures as an amendment to the original budget in a case of grave public necessity to meet an unusual and unforeseen condition; and

WHEREAS, the City Commission finds the amendments in the line items identified in the attached Exhibit are reasonable, necessary, and for municipal purposes.

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

SECTION 1. FINDINGS. The City Commission finds the statements made in the preamble above are true.

SECTION 2. BUDGET LINE ITEMS. The City Commission approves the budget amendments in the attached Exhibit as such change is necessary to meet an unusual and unforeseen condition as the result of an emergency.

SECTION 3. BUDGET TOTAL. The City Commission further finds the amended budget line items identified in such Exhibit will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2017-2018 Official Budget, adopted by Ordinance 2017-37, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

SECTION 5. AUTHORIZATION. The City Manager is authorized to undertake action to execute such transfers in accordance with state law, and file, or cause to be filed, a true and correct copy of this Ordinance, with the attached budget amendment, with the City Secretary.

SECTION 6. SEVERABILITY CLAUSE. It is the intent of the City Commission that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 16th day of January 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of February 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1	
From: Mardoqueo Hinojosa			
Subject: Ordinance 2018-04 amending Ordinance 1990-31 Animal Control Ordinance providing regulations on animal impoundment identified as nuisance situations and authorize the Mayor to execute any related documents. (First reading of Ordinance 2018-04 held January 16, 2018; Staffed by Planning and Code Enforcement Department.)			
Background: Staff is recommending a policy in under which animals are becoming a nuisance to a specific neighborhood. This policy includes a 4-step process in any given 12-month period. Steps 1 and 2 include impoundment of the animal and fines to owner. Step 3 involves any animal causing a nuisance which its owners have been notified 3 times of the same offense within 12 months will get impounded 3 days and pay set fees. Step 4 will require the relocation of the animal.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approval			
Attachments, if any: Ordinance 2018-04, Ordinance 2018-04 2nd and final			
Responsibilities upon Approval:			

Staff will enforce ordinance.

ORDINANCE 2018-04

AN ORDINANCE AMENDING ORDINANCE NUMBER 1990-31, THE CITY OF WESLACO ANIMAL CONTROL ORDINANCE; CODIFIED AS ARTICLE II 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 1990-31 passed and approved on December 18, 1990 as “Animal Control Ordinance” and Codified as Article II of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

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

ARTICLE II ANIMAL CONTROL

SECTION 22-131- Removal

The local health authority “Health Official” may order any owner or person having care, control, or custody of any vicious animal or Animal causing a nuisance to take such animal permanently from the city. Such animal must be removed immediately following receipt of such an order, even if an appeal is initiated. This order may be appealed in writing within ten days to the city manager. The city manager may uphold, reverse or modify the animal as a condition to allowing the animal to remain in the city. If the city manager upholds the Health Official's order, the owner or person having care, control, or custody shall not bring the animal back inside the city limits.

DIVISION 6. - IMPOUNDMENT

SECTION 22-154. - Animals that may be impounded.

(8) Any animal causing a nuisance which its owners have been notified 3 times of the same offense within 12 months will get impounded 3 days and pay set fees.

(9) When offense is repeated for a 4th time within a 12 month period, animal will be relocated outside the City.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this this 16 day of January 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

ORDINANCE 2018-04

AN ORDINANCE AMENDING ORDINANCE NUMBER 1990-31, THE CITY OF WESLACO ANIMAL CONTROL ORDINANCE; CODIFIED AS ARTICLE II 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 1990-31 passed and approved on December 18, 1990 as “Animal Control Ordinance” and Codified as Article II of the Weslaco Code of Ordinances is hereby amended.

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

ARTICLE II ANIMAL CONTROL

SECTION 22-131- Removal

The local health authority “Health Official” may order any owner or person having care, control, or custody of any vicious animal or Animal causing a nuisance to take such animal permanently from the city. Such animal must be removed immediately following receipt of such an order, even if an appeal is initiated. This order may be appealed in writing within ten days to the city manager. The city manager may uphold, reverse or modify the animal as a condition to allowing the animal to remain in the city. If the city manager upholds the Health Official's order, the owner or person having care, control, or custody shall not bring the animal back inside the city limits.

DIVISION 6. - IMPOUNDMENT

SECTION 22-154. - Animals that may be impounded.

(8) Any animal causing a nuisance which its owners has been cited with the same offense within 24 months will get impounded three (3) days and pay set fees.

(9) When offense is repeated for a 3rd time within a 24 month period, animal will be relocated outside the City.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 16th day of January 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 6th day of February 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1483
From:		
Subject: Approval of the renewal of the lease agreement with Weslaco Softball/Baseball League and approve the use of the Softball/Baseball Field 1, 2 and 3 and Concession Stand at Mayor Pablo G. Peña City Park effective February 1, 2018 through July 31, 2018 and authorize the Mayor to execute any related documents. (Requested by Weslaco Softball/Baseball League.)		
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):		
Kayla Arevalo	Created/Initiated	
David Arce	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approved with staff recommendations.		
Staff Recommendation: Approval with these conditions: Remove all league items from concession after the season 7-31-2018. No games scheduled when Onionfest begins to setup. 3-22-18/3-25-18. All scoreboard controllers are turned in after the season at the parks office.		
Attachments, if any: WSB 2017 Financials, WSB EXHIBIT A, 2018 PONY LEASE AGREEMENT		
Responsibilities upon Approval:		

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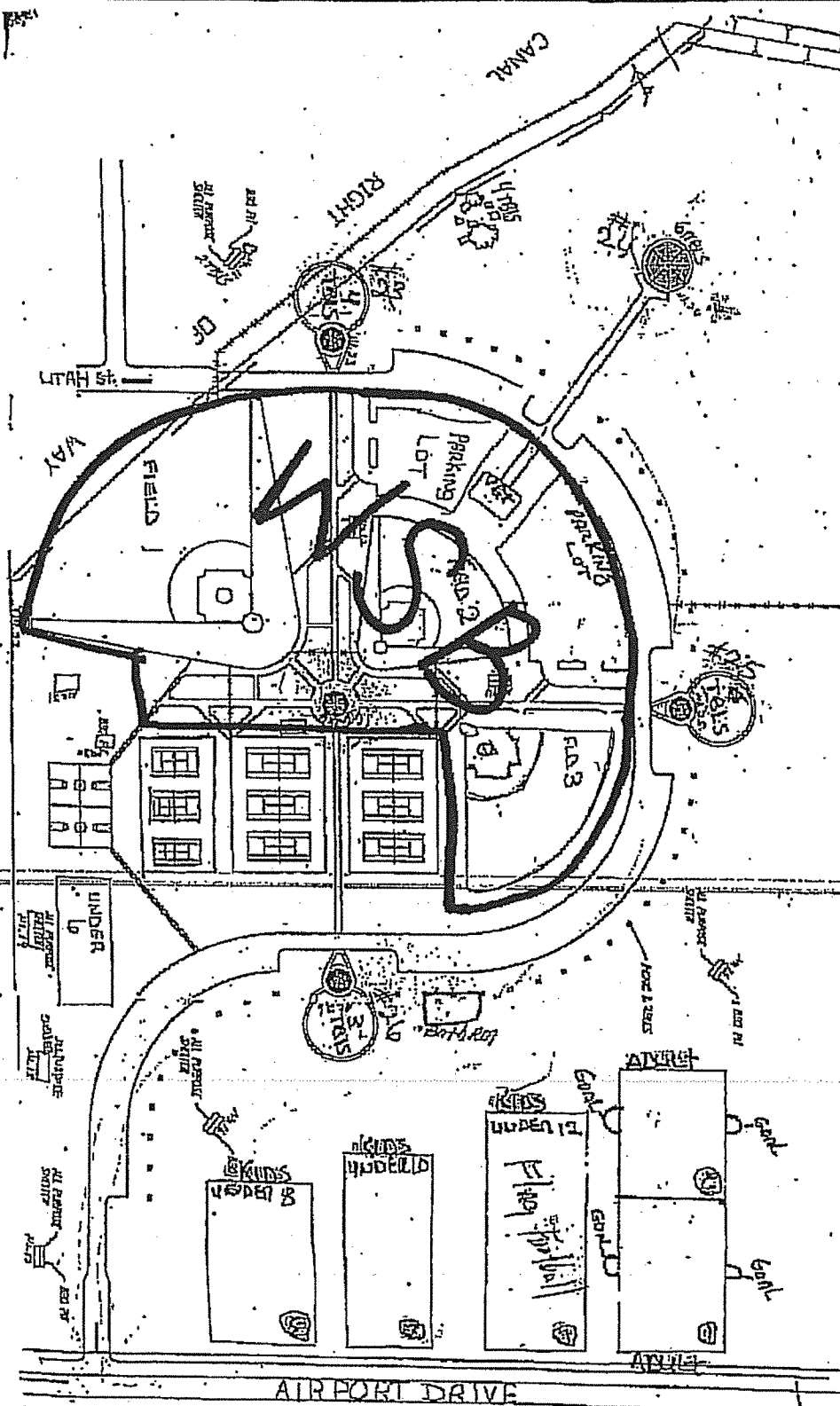
Weslaco Softball Baseball

PROFIT AND LOSS

January - December 2017

	TOTAL
Income	
Non-Profit Income	
Concession Sales	41,785.30
Gate Fees	16,697.85
League Sponsors	1,500.00
Non League Team Registration Fee	2,074.00
Other Deposits / Square	5,458.42
Registration Fees	23,113.50
Team Sponsorships	31,706.43
Total Non-Profit Income	122,335.50
Total Income	\$122,335.50
GROSS PROFIT	\$122,335.50
Expenses	
Advertising & Marketing	1,041.33
Association Fees	4,900.28
Bank Charges & Fees	249.28
Concession Equipment	2,918.29
Concession Stand	23,789.78
Contractors	31,923.00
Game Awards	2,204.50
Insurance	4,608.00
Job Supplies	328.05
League Team Uniforms	2,288.00
Meals & Entertainment	548.40
Office Supplies & Software	1,379.62
Refunds / Reg,Concession	970.00
Rent & Lease	3,293.38
Repairs & Maintenance	2,796.77
Team Sponsorships	30,427.03
Tournament Fees	6,420.00
Utilities	1,233.67
Total Expenses	\$121,319.38
NET OPERATING INCOME	\$1,016.12
NET INCOME	\$1,016.12

Exhibit 'A'



WESLACO CITY PARK 300 N. AIRPORT DR.

STATE OF TEXAS

*

*

COUNTY OF HIDALGO

*

LEASE AGREEMENT

*

CITY OF WESLACO

*

On this ____ day of _____, 2018, THE CITY OF WESLACO, a home rule municipal corporation located in Hidalgo County, Texas, hereinafter referred to as "CITY" and THE WESLACO SOFTBALL/BASEBALL LEAGUE, hereinafter referred to as "LEAGUE" enter into this Lease Agreement under the following terms:

1. The "CITY" leases to "LEAGUE" certain real property and improvements physically located in the Weslaco City Parks described as Softball/Baseball Fields 1, 2 and 3 and Concession Stand as described in Exhibit "A" hereinafter referred to as the lease premises.
2. The term of this lease shall be for six (6) months beginning February 1, 2018, and ending July 31, 2018 hereinafter referred to as the lease term.

In consideration of the lease of the property and improvements described in Exhibit "A" the "CITY" and "LEAGUE" agree as follows:

1. The "LEAGUE" will not construct any permanent buildings or improvements on the lease premises.
2. The "LEAGUE" will not sublet the lease premises or assign this lease to any other party without the written consent of the "CITY".
3. The "LEAGUE" agrees and understands that the lease premises will be used exclusively for "LEAGUE" activities.
4. The "LEAGUE" will hold the "CITY" harmless for any type of injury or harm sustained by any person involved in any "LEAGUE" activity on the lease premises.
5. The "LEAGUE" will carry liability insurance in an amount sufficient to protect the "CITY'S" interest in the lease premises and said insurance shall name the "CITY" as an additional insured with the requirement that said insurance provider shall provide the "CITY" notice of any cancellation or revision of said insurance policy.
6. The "LEAGUE" will be entitled to possession of the lease premises immediately upon execution of this lease agreement.
7. The "LEAGUE" will provide a schedule of "LEAGUE" activities to "CITY" at least one (1) week prior to start of such activities.
8. The "LEAGUE" shall endeavor to assist the "CITY" in providing a safe and clean complex for participants, spectators and visitors.

9. The "LEAGUE" will be allowed to be park one (1) vehicle next to the concession stand for the purpose of providing equipment & supplies for "LEAGUE" activities. All other automobiles and vehicles will park in areas designated for such purpose by "CITY".
10. The "LEAGUE" is responsible for scheduling games and providing adult supervision at all "LEAGUE" activities.
11. The "CITY" shall have the right to decide when the softball/baseball field is unplayable due to current or anticipated weather conditions.
12. The "LEAGUE" will provide the "CITY" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquires to the proper authorities regarding this program.
13. The "LEAGUE" shall report any repairs or potential hazards to the "CITY'S" Parks and Recreation Department. However the reporting of these hazards does not in any way, shape or form make the "CITY" responsible for an injuries or damages resulting from said hazards.
14. The "CITY" will maintain the lease premises including mowing and paint marking foul lines. Maintenance scheduling will be determined by "CITY" upon advanced receipt of a schedule of "LEAGUE" activities.
15. The "CITY" undertakes no responsibility and is under no obligation to obtain sponsors for "LEAGUE" activities.
16. The "LEAGUE" will provide the "CITY" an accounting of all monies collected in registration fees, concession stand revenues and expenses incurred upon demand in a form and manner acceptable to "CITY". The "CITY" may at any time demand such accounting and failure to do so will result in an automatic termination of this agreement.
17. "CITY" employees will not be allowed to participate in "LEAGUE" activities as officers, board members or in any other official capacity.
18. The "LEAGUE" affirms that the person signing on behalf of the "LEAGUE" is authorized to execute this lease agreement with the "CITY".
19. "CITY" has the right to cancel this lease agreement without cause by providing thirty (30) days' written notice of said termination.
20. The "CITY" shall have one (1) weekend a month to host any functions on lease premises during the lease term. Notice will be given one (1) month in advance of function dates.

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

CITY OF WESLACO

ATTEST:

ELIZABETH M. WALKER, City Secretary

DAVID SUAREZ, Mayor

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

WESLACO SOFTBALL/BASEBALL LEAGUE

By: _____



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1484	
From:			
Subject: Approval of the renewal of the lease agreement with Mid Valley Youth Soccer League for use of Pablo G. Pena City Park soccer fields and authorize the Mayor to execute any related documents. (Requested by Mid Valley Youth Soccer League.)			
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):			
Kayla Arevalo		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved with staff recommendations.			
Staff Recommendation: Approval with these conditions: No vehicles on the grass except the one that unloading equipment or concession. Let parents know that they can't block fire lanes.			
Attachments, if any: 2017 MVYSC FINANCIALS, 2018 MVYSC INSURANCE, SOCCER EXHIBIT A, 2018 MVYSC LEASE AGREEMENT			
Responsibilities upon Approval:			

	Mid Valley Youth Soccer Club			
	Balance Sheet for 2017			
	Beginnig of Year Balance	\$ 319.89		
DEPOSITS	Total Deposits for January	\$ 4,409.78		
	Total Deposits for February	\$ 100.00		
	Total Deposits for March	\$ 1,300.00		
	Total Deposits for April	\$ 1,371.42		
	Total Deposits for May	\$ 525.00		
	Total Deposits for June	\$ 50.00		
	Total Deposits for July	\$ -		
	Total Deposits for August	\$ 7,445.00		
	Total Deposits for September	\$ 7,855.00		
	Total Deposits for October	\$ 407.19		
	Total Deposits for November	\$ 1,108.00		
	Total Deposits for December	\$ 200.00		
			\$25,091.28	
EXPENSES:				
	Total Expenses for January	\$ 821.65		
	Total Expenses for February	\$ 3,216.94		
	Total Expenses for March	\$ 1,371.91		
	Total Expenses for April	\$ 1,745.91		
	Total Expenses for May	\$ 843.00		
	Total Expenses for June	\$ 66.97		
	Total Expenses for July	\$ 18.17		
	Total Expenses for August	\$ 1,328.88		
	Total Expenses for September	\$ 9,696.95		
	Total Expenses for October	\$ 3,078.14		
	Total Expenses for November	\$ 2,080.38		
	Total Expenses for December	\$ 806.94		
			\$ 25,075.84	
	Net Income for Year 2015			\$15.44

Income Statement				
January 31, 2017				
Income:				
	Balance as of 12/31/16			319.89
	Fees:	Deposits 1/18/17	292.69	
		Deposits 1/18/17	270.00	
		Deposits 1/18/17	100.00	
		Deposits 1/19/17	48.62	
		Deposits 1/19/17	40.00	
		Deposits 1/19/17	150.00	
		Deposits 1/20/17	220.00	
		Deposits 1/20/17	150.00	
		Deposits 1/25/17	243.11	
		Deposits 1/25/17	350.00	
		Deposits 1/25/17	350.00	
		Deposits 1/26/17	140.00	
		Deposits 1/26/17	200.00	
		Deposits 1/27/17	145.87	
		Deposits 1/27/17	100.00	
		Deposits 1/27/17	665.00	
		Deposits 1/27/17	600.00	
		Deposits 1/27/17	150.00	
		Deposits 1/30/17	194.49	
		Total Deposits for Month	4,409.78	
Total Income:				\$ 4,729.67
Expenses:	Credit Card Expenses:			
	Reason:	Who:		
1/3/2017		ATM	80.00	
1/4/2017		Capital One	60.00	
1/5/2017		T-Mobile	66.15	
1/17/2017		R and R Shortage	49.00	
	Credit Card Total		255.15	
	Checks Expenses:			
	Check #	Who:		
	1615	A U Strickland Signs	553.50	
		Service Charge	10.00	
		Bank Fee	1.00	
		Paper Fee	2.00	
	Total Checks		566.50	
Total Expenses:				\$ 821.65
Total Income:	Ending balance of 1/31/17			\$ 3,908.02

	Income Statement			
	February 28, 2017			
Income:				
		Balance of 1/31/17		\$ 3,908.02
		depoit 2/10/17	50.00	
		depoit 2/10/17	50.00	
		Total Deposits for Month	100.00	
Total Income:				\$ 4,008.02
Expenses:	Credit Cards Expneses:			
	Reason:	Who:	-	
2/3/2017		T-Mobile	50.00	
2/3/2017		T-Mobile	66.15	
2/3/2017		Academy-Weslaco	136.17	
2/8/2017		Salazar Burger	40.13	
2/10/2017		Score	44.53	
2/13/2017		Score	2,476.50	
2/21/2017		ATM	200.00	
2/21/2017		R and R Storage	49.00	
2/21/2017		Score	92.92	
2/23/2017		Score	19.98	
2/27/2017		Score	28.56	
	Total Credit Card		3,203.94	
	Checks Expenses:			
	Check #	Who:		
		Service Charge	10.00	
		Bank Fee	1.00	
		Paper Fee	2.00	
	Total Checks		13.00	
Total Expenses:				\$ 3,216.94
Total Income:	Ending Balance as off 2/28/17			\$ 791.08

Income Statement				
March 31, 2017				
Income:				
		Balance of 2/28/17		\$ 791.08
		deposit 3/17/20017	1,000.00	
		deposit 3/22/20017	40.00	
		deposit 3/22/20017	30.00	
		deposit 3/23/20017	190.00	
		Depsoit 3/30/17	40.00	
		Total Deposits for Month	1,300.00	
Total Income:				\$ 2,091.08
Expenses:	Credit Card Expenses:			
	Reason:	Who:		
3/2/2017		Score	138.49	
3/3/2017		T-Mobile	66.15	
3/15/2017		R And R	49.00	
3/17/2017		Home Depot	9.20	
3/20/2017		Walmart	52.82	
3/27/2017		ATM	60.00	
3/27/2017		Sams	135.08	
3/27/2017		Score	28.06	
3/27/2017		Score	137.63	
3/30/2017		Office Depot	84.40	
3/30/2017		Score	234.29	
3/31/2017		ATM	40.00	
3/31/2017		HEB	11.67	
3/31/2017		HEB	15.50	
3/31/2017		Great China	17.75	
3/31/2017		Score	128.87	
		Service Charge	10.00	
	Total Credit Card		1,218.91	
	Checks Expenses:			
	Check #	Who:		
	1617	Raul Torres Sponsorship	150.00	
			1.00	
		Paper Fee	2.00	
	Total Checks		153.00	
Total Expenses:				\$ 1,371.91
Total Income:	Ending Balance as of 3/31/17			\$ 719.17

Income Statement				
April 30, 2017				
Income:				
		Balance of 3/31/17		\$ 719.17
		Deposit 4/3/2017	300.00	
		Deposit 4/11/2017	280.00	
		Deposit 4/12/2017	121.42	
		Deposit 4/12/2017	330.00	
		Deposit 4/12/2017	40.00	
		Deposit 4/27/2017	280.00	
		Deposit 4/27/2017	20.00	
		Total Deposits for Month	1,371.42	
Total Income:				\$ 2,090.59
Expenses:	Credit Card Expenses:			
	Reason:	Who:		
4/3/2017		Score	28.56	
4/4/2017		Charge Back	40.00	
4/12/2017		HEB	29.12	
4/13/2017		HEB	25.00	
4/14/2017		ATM	2.00	
4/14/2017		ATM	43.00	
4/14/2017			21.48	
4/17/2017		Charge Back	165.00	
4/18/2017		ATM	60.00	
4/19/2017		R and R Storage	49.00	
4/21/2017		HEB	23.93	
4/24/2017		ATM	120.00	
4/28/2017		HEB	33.82	
	Total Credit Card Expenses		640.91	
	Checks Expenses:			
	Check #	Who:		
	1618	Church plates	70.00	
	1619	Blanca-Ref	32.00	
	1620	Martin-Ref	38.00	
	1621	Julie-Ref	58.00	
	1622	Vicky-Ref	90.00	
	1623	Jenn-Ref	45.00	
	1624	Joyce-Ref	40.00	
	1625	Tony-Ref	90.00	
	1626	Rachell-Ref	16.00	
	1627	Alexis-ref	38.00	
	1628	Church plates	60.00	
	1631	Miguel-Ref	40.00	
	1632	Blanca-Ref	56.00	
	1633	Martin-Ref	48.00	
	1634	Hugo-Ref	26.00	

	1635	Leslie-Ref	40.00	
	1636	Diana-Ref	105.00	
	1637	Miguel-Ref	40.00	
	1638	Tony-Ref	60.00	
	1640	Alexis-Ref	50.00	
	1641	Julie-Ref	50.00	
		Service charge	10.00	
		Bank Fee	1.00	
		Paper Fee	2.00	
	Total Checks		1,105.00	
Total Expenses:				\$ 1,745.91
Total Income:	Ending Balance of 4/30/17			\$ 344.68

Income Statement				
May 31, 2017				
Income:				
		Balance as of 4/30/17		\$ 344.68
		Deposit 5/2/17	260.00	
		Deposit 5/2/17	165.00	
		Deposit 5/3/17	100.00	
		Service Fee	-	
		Balance as of 5/1/21	525.00	
Total Income:				\$ 869.68
Expenses:	Credit Cards Expenses:			
	Reason:	Who:		
			165.00	
			49.00	
	Total Credit Card:		214.00	
	Checks Expenses:			
	Check #	Who:		
	1630	Sergio-Ref	16.00	
	1639	Sergio-Ref	16.00	
	1642	Sergio-Ref	48.00	
	1643	Blanca-Ref	48.00	
	1644	Martin-Ref	40.00	
	1645	Alexis-Rf	48.00	
	1646	Hugo-Ref	30.00	
	1647	Diana-Ref	60.00	
	1648	Raul--Void	-	
	1649	Leslie-Ref	50.00	
	1650	Miguel-Ref	35.00	
	1651	Judie-Ref	50.00	
	1652	Raul-Ref	175.00	
		Bank Fee	10.00	
		Bank Fee	1.00	
		Paper Fee	2.00	
	Total Checks		629.00	
				\$843.00
	Total Expenses:			843.00
Total Income:	Ending Balance as of 5/31/17			\$ 26.68

Income Statement				
June 30, 2017				
Income:				
		Balance as of 5/30/17		\$ 26.68
		Deposit 6/5/17	50.00	
		Deposit 6/31/17		
		Total Deposits for Month	50.00	
Total Income:				\$ 76.68
Expenses:	Credit Cards Expenses:			
	Reason:	Who:		
		Wendys	4.97	
		R and R	49.00	
	Total Credit Card:			
			53.97	
	Checks Expenses:			
	Check #	Who:		
		Bank Fee	10.00	
		Bank Fee	2.00	
		Paper Fee	1.00	
	Total Checks			
			13.00	
	Total Expenses:			\$ 66.97
Total Income:	Ending Balance as of 6/30/17			\$ 9.71

	Income Statement			
	July 31, 2017			
Income:				
		Balance of as 6/30/17		\$ 9.71
		Deposit 7/4/15		
		Deposit 7/11/15		
		Deposit 7/18/15		
		Deposit 7/25/15	-	
		Total Deposits for Month	-	
Total Income:				\$ 9.71
Expenses:	Credit Card Expenses:			
	Rreason:	Who:		
		HEB	5.17	
			10.00	
	Total Credit Card		15.17	
	Checks Expenses:			
	Check #	Who:		
		Bank Fee	1.00	
		Paper Fee	2.00	
	Total Checks		3.00	
	Total Expenses:			\$ 18.17
Total Income:	Ending Balance as of 7/31/17			\$ (8.46)

Income Statement				
August 31, 2017				
Income:				
		Balance of 7/31/17		\$ (8.46)
		depoit 8/16/17	375.00	
		depoit 8/8/17	470.00	
		deposit 8/15/17	375.00	
		deposit 8/22/17	620.00	
			555.00	
			500.00	
			215.00	
			820.00	
			190.00	
			2,775.00	
		deposit 8/30/17	550.00	
		Total Deposits for Month	7,445.00	
Total Income:				\$ 7,436.54
Expenses:	Credit Card Expenses:			
	Reason:	Who:		
		Neuhaus and Company	62.65	
		ATM	60.00	
		Neuhaus and Company	70.09	
		Whataburger	8.42	
		KFC	17.31	
		My Life Guard	23.45	
		Whataburger	8.42	
		Whataburger	50.00	
		Epic Sports	295.38	
		ATM	100.00	
		Church's Chicken	21.95	
		Brooks Sports	129.60	
		Office Depot	41.11	
		CVS	41.11	
		KFC	21.39	
		Total Credit card	950.88	
	Checks Expenses:			
	Check #	Who:	-	
	1653	Strickland Signs	365.00	
		Service Charge	10.00	
		Bank Fee	1.00	
		Paper Fee	2.00	
		Total Checks	378.00	
Total Expenses:				\$ 1,328.88
Total Income:	Ending Balance as of 8/31/17			\$ 6,107.66

Income Statement				
September 30, 2017				
Income:				
		Balance of 8/31/17		\$ 6,107.66
		depoit 9/1/17	6,185.00	
		depoit 9/8/17	190.00	
		deposit 9/11/17	135.00	
		depoit 9/12/17	1,000.00	
		depoit 9/21/17	60.00	
		depoit 9/22/17	285.00	
			-	
		Total Deposits for Month	7,855.00	
Total Income:				\$ 13,962.66
Expenses:	Credit Card Expenses:			
	Reason:	Who:	-	
9/1/2017	Helpers Dinner	Ciros	43.38	
9/5/2017		Epic Spots	90.86	
9/5/2017		Intex Recreation Corp	124.74	
9/11/2017		Academy	192.44	
9/12/2017		Academy	194.60	
9/12/2017		Epic Spots	240.07	
9/14/2017		Chargeback	135.00	
9/18/2017		ATM	140.00	
9/18/2017		HEB	26.28	
9/18/2017		Academy	106.01	
9/18/2017		Office Depot	120.13	
9/18/2017		The Home Depot	8.12	
9/18/2017		Score	657.63	
9/20/2001		SAMs	89.67	
9/20/2017		Capital One	100.00	
9/20/2017		Credit One	109.95	
9/21/2017		ATM	400.00	
9/22/2017		ATM	500.00	
9/22/2017		Amerimark Direct	67.97	
9/25/2017		Office Depot	26.71	
9/25/2017		Academy	27.05	
9/25/2017		Credit One	63.36	
9/25/2017		Feel Good Store	64.72	
9/25/2017		Capital One	84.00	
9/27/2017		Score	5,421.49	
9/28/2017		T-Mobile	72.27	
9/29/2017		ATM	100.00	
9/29/2017		ATM	303.00	
		Total Credit card	9,509.45	

	Checks Expenses:			
	Check #	Who:		
	1654	Vanessa Rodriguez-Refund	25	
	1655	Lucas Brothers-Refund	85	
	1656	Mallany Alaniz-Refund	65	
		Service Charge	7.50	
		Paper Fee	2.00	
		Bank Fee	1.00	
		Paper Fee	2.00	
		Total Checks	187.50	
Total Expenses:				\$ 9,696.95
Total Income:	Ending Balance as of 9/30/17			\$ 4,265.71

Income Statement				
October 30, 2017				
Income:				
		Balance of 9/30/17		\$ 4,265.71
		Deposit 10/3/157	190.00	
		Deposit 10/10/17	95.00	
		Deposit 10/17/17	122.19	
		Total Deposits for Month	407.19	
Total Income:				\$ 4,672.90
Expenses:	Credit Card Expenses:			
	Reason:	Who:		
		ATM	400.00	
		Wendys	25.44	
		Score	114.44	
		Score	56.85	
		Walmart	35.82	
		Academy	75.00	
		HEB	100.81	
		Hermes Trading	45.94	
		Whataburger	100.00	
		Pronto Insurance	60.00	
		T-Mobile	101.87	
		ATM	100.00	
		Walmart	98.96	
		R and R Storage	98.00	
		Academy	34.55	
		Score	70.97	
		Score	89.99	
		ATM	100.00	
		HEB	22.05	
		Epic Sports	119.58	
		Epic Sports	122.19	
		Score	26.65	
		Score	27.76	
		Credit One	56.43	
		Score	138.85	
		Score	91.85	
		Office Depot	41.11	
		Tejano Mart	19.50	
		Frankies	6.03	
		Total Credit card	2,380.64	
	Checks Expenses:			
	Check #	Who:		

	1657	Emma Pena-Refund	70.00	
	1658	Alexis Rodriguez-Refund	70.00	
	1660	Leslie -- Ref	28.00	
	1661	Mara -- Ref	59.00	
	1663	Hugo -- Ref	53.00	
	1664	John -- Ref	39.00	
	1665	Vicky -- Rf	100.00	
	1666	Gio -- Ref	108.00	
	1667	Raul -- Ref	80.00	
	1669	Julie -- Ref	80.00	
		Service Charge	7.50	
		Bank Fee	1.00	
		Paper Fee	2.00	
		Total Checks	697.50	
Total Expenses:				\$ 3,078.14
Total Income:	Ending Balance as of 10/31/17			\$ 1,594.76

Income Statement				
November 30, 2017				
Income:				
		Balance of 10/31/17		\$ 1,594.76
		Deposit 11/6/17	25.00	
		Deposit 11/6/17	100.00	
		Deposit 11/14/17	70.00	
		Deposit 11/16/17	500.00	
		Deposit 11/19/17	35.00	
		Deposit 11/19/17	378.00	
		Deposit 11/28/17	-	
			-	
		Total Deposits for Month	1,108.00	
Total Income:				\$ 2,702.76
Expenses:	Credit Card Expenses:			
	Reason:	Who:	-	
		Score	30.22	
		Score	52.34	
		Score	92.19	
		Score	192.45	
		HEB	20.00	
		T-mobile	104.02	
		HEB	10.00	
		ATM	200.00	
		Lowes	30.16	
		Total Credit card	731.38	
	Checks Expenses:			
	Check #	Who:		
10/25/2017	1668	Jamie--Ref	95.00	
11/8/2017	1670	Diana -- Ref	150.00	
11/8/2017	1671	Leslie -- Ref	60.00	
11/8/2017	1672	John -- Ref	77.00	
11/8/2017	1673	Gio -- Ref	133.00	
11/8/2017	1674	Raul -- Rf	140.00	
11/8/2017	1675	Jamie -- Ref	135.00	
11/8/2017	1676	Hugo -- Ref	35.00	
11/18/2017	1677	Hugo -- Ref	45.00	
11/18/2017	1678	Cosme--Ref	45.00	
11/18/2017	1679	Miguel--Ref	60.00	
11/18/2017	1680	Carol--Ref	48.00	
11/18/2017	1681	Luis--Ref	93.00	
11/18/2017	1683	Raul -- Ref	120.00	

11/18/2017	1684	Julie--Ref	100.00	
		Service Charge	10.00	
		Bank Fee	1.00	
		Pape Fee	2.00	
		Total Checks	1,349.00	
Total Expenses:				\$ 2,080.38
Total Income:	Ending Balance as of 11/30/17			\$ 622.38

Income Statement				
December 31, 2017				
Income:				
		Balance of 11/30/17		\$ 622.38
		Deposit 12/5/17	200	
	Fees:	Deposit 12/26/17		
		Total Deposits for Month	200.00	
Total Income:				\$ 822.38
Expenses:	Credit Card Expenses:			
	Reason:	Who:	-	
		HEB	11.01	
		Tractor Supply	151.54	
		ATM	100.00	
		R and R Storage	49.00	
		T-Mobile	116.52	
		Golden Corral	52.87	
		Covington Credit	100.00	
		ATM	20.00	
		Total Credit card	\$ 600.94	
	Checks Expenses:			
	Check #	Who:		
	1659	Rodriguez Mom--Reund	90.00	
	1682	Gilberto-Ref	103.00	
		Service Charge	10.00	
		Bank Fee	1.00	
		Paper Fee	2.00	
		Total Checks	\$ 206.00	
Total Expenses:				\$ 806.94
Total Income:	Ending Balance as of 12/31/17			\$ 15.44



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood FL 32750	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : United States Fire Insurance Company		21113
INSURER B : International Insurance Company of Hannover SE		
INSURER C : Lloyd's		
INSURER D : Everest National Insurance Company		10120
INSURER E :		
INSURER F :		

INSURED USCLUBS-01
National Association of Competitive Soccer Clubs
dba US Club Soccer
192 East Bay Street
Suite 301
Charleston SC 29401

COVERAGES**CERTIFICATE NUMBER:** 1698961081**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Participant LL GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Sanctioned Event	Y		SI8GL00839181	1/1/2018	1/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 Abuse & Molestation \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y		18EX1115	1/1/2018	1/1/2019	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A C	Accident Medical Full Excess Excess Liability	Y		US855673 17EX1318	1/1/2018 1/1/2018	1/1/2019 1/1/2019	Medical Maximum 100,000 Deductible 500 Excess-Occ/Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as an Additional Insured under the General Liability and Excess Liability policies when required by written contract but only with respect to the operations of the Named Insured. This Certificate is issued on behalf of all valid YOUTH US CLUB SOCCER registered and approved players and staff participating with:
Mid Valley Youth Soccer Club, club id# C 7107

CERTIFICATE HOLDER**CANCELLATION**

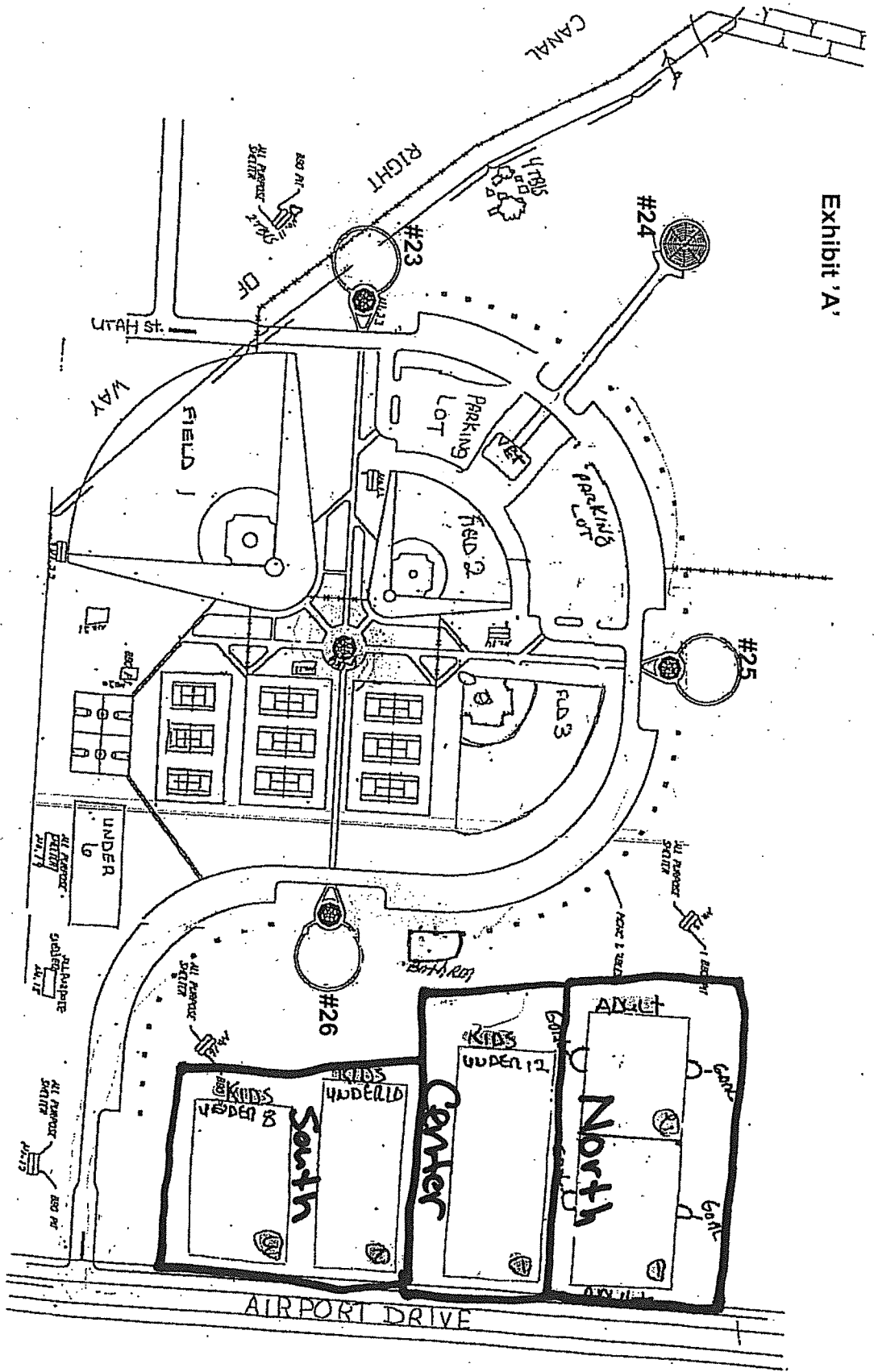
City of Weslaco
300 Airport Ave.
Weslaco TX 78596

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit 'A'



Westlaco City Park 300 N. Airport Dr.

STATE OF TEXAS

*

*

COUNTY OF HIDALGO

*

LEASE AGREEMENT OF CITY

*

PROPERTY

CITY OF WESLACO

*

On this ____ day of _____, 2018, THE CITY OF WESLACO, a municipal corporation located in Hidalgo County, Texas, hereinafter called "CITY" and the Mid Valley Youth Soccer League, hereinafter called "LEAGUE" enter into this Lease Agreement for the lease of city property under the following terms:

1. The City leases to the "LEAGUE" certain real property physically located at The Weslaco City Parks Soccer Fields located in the Eastside of the park along Airport Dr.
2. The term of this lease shall be for four (4) months beginning February 1, 2018, and ending May 31, 2018. Games will be Saturday morning from 8am – 1pm

In consideration of the lease of the CITY property the "CLUB" agrees as follows:

1. That the "LEAGUE" will not construct any permanent buildings or improvements on the real property subject of this lease agreement.
2. That the "LEAGUE" will not sublet the leased property or sign this lease to any other party without the written consent of the CITY OF WESLACO.
3. The "LEAGUE" agrees and understands that the real property, the subject of this lease agreement, will be used exclusively for soccer games.
4. The "LEAGUE" will hold the CITY OF WESLACO harmless for any injuries that are sustained by any person either playing or watching the playing of soccer on this real property.
5. That the "LEAGUE" will carry liability insurance and said insurance will include the CITY OF WESLACO in its policy.
6. That the "LEAGUE" will be entitled to possession of the leased property immediately upon execution of this lease agreement.
7. That the person signing on behalf of the team is authorized to execute this lease agreement with the CITY OF WESLACO.

8. The "LEAGUE" shall endeavor to assist the CITY in providing a safe and clean complex for participant and spectator.
9. One (1) vehicle shall be allowed to be parked next to concession stand for the purpose of carrying equipment & supplies and security all Other automobiles or other vehicles will park in areas designated for such purpose by City to provide adequate parking.
10. The "LEAGUE" will provide the City an accounting of all monies collected in registration fees and all concession stand revenues and all the expenses incurred. Any time the City requests such accounting.
11. The "LEAGUE" is responsible for scheduling soccer games with The Mid Valley Youth Soccer Association and providing adult supervision at all scheduled soccer activities.
12. The "CITY" shall have the right to decide when the soccer field is unplayable due to current or anticipated weather conditions.
13. The "LEAGUE" will file with the Parks and Recreation Department, officers and appropriate contact phone numbers for the purpose of directing public inquires to the proper authorities regarding this program.
14. The "LEAGUE" shall report any repairs or potential hazards to the Parks and Recreation Department
15. City will maintain the Soccer fields; including mowing and marking when possible & maintenance scheduling will be determined by City upon advanced receipt of written practice and LEAGUE game schedules.
16. City undertakes no Responsibility to obtain sponsors for "LEAGUE" activities.
17. City employees will not be allowed to participate in Association activities as Officers.
18. The "LEAGUE" will provide the city an accounting of all monies collected in registration fees and all concession stand revenues and all expenses incurred. The accounting will be due on or before August 31, 2017.
19. The "CITY" at any time may request financials or audit the "LEAGUE" financial books.

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

CITY OF WESLACO

DAVID SUAREZ, Mayor

ATTEST:

ELIZABETH M. WALKER, City Secretary

MID VALLEY YOUTH SOCCER LEAGUE

By: _____
ROBERT GONZALEZ

ATTEST:

By: _____
City Attorney



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1485	
From:			
Subject: Approval of the renewal of the lease agreement with Weslaco Little League for use of Isaac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2 and Concession Stands effective February 1, 2018 through July 31, 2018 and authorize the Mayor to execute any related documents. (Requested by Weslaco Little League.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Kayla Arevalo		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 2018 WLL LEASE AGREEMENT, WLL EXHIBIT A & B, WLL 2017 FINANCIALS			
Responsibilities upon Approval:			

STATE OF TEXAS

*

*

COUNTY OF HIDALGO

*

LEASE AGREEMENT

*

CITY OF WESLACO

*

On this ____ day of _____, 2018, the CITY OF WESLACO, a home rule municipal corporation located in Hidalgo County, Texas hereinafter referred to as "CITY" and the WESLACO LITTLE LEAGUE hereinafter referred to as "LEAGUE" enter into this Lease Agreement for the lease of "CITY" property under the following terms:

1. The "CITY" leases to the "LEAGUE" certain real property and improvements physically located in the Isaac Rodriguez Park Multi-Purpose Field, Minor Field and Concession Stands as described in Exhibit "A", and at the Harlon Block/Sports Complex Field #1, Field #2, and Concession Stands as described in Exhibit "B" hereinafter referred to as the leased property.
2. The Term of this lease shall be for six (6) months beginning February 1, 2018 and ending July 31, 2018 hereinafter referred to as the lease term.

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

1. The "LEAGUE" will not construct any permanent buildings or improvements on the lease premises.
2. The "LEAGUE" will not sublet the lease premises or assign this lease to any other party without the written consent of the "CITY".
3. The "LEAGUE" agrees and understands that the lease premises will be used exclusively for baseball games and related "LEAGUE" activities.
4. The "LEAGUE" will hold the "CITY" harmless for any type of injury or harm sustained by any person involved in any "LEAGUE" activity on the lease premises.
5. The "LEAGUE" will carry liability insurance in a sufficient amount to protect the "CITY'S" interest in the lease premises and said insurance will name the "CITY" as an additional insured with the requirement that said insurance provider shall provide the "CITY" notice of any cancellation or revision of said insurance policy.
6. The "LEAGUE" will be entitled to possession of the lease premises immediately upon execution of this lease agreement.
7. The "LEAGUE" will provide the a schedule of "LEAGUE" activities to "CITY" at least one (1) week prior to start of said activities.
8. The "LEAGUE" shall endeavor to assist the "CITY" in providing a safe and clean complex for all participants, spectators and visitors.
9. There shall be no parking of automobiles or other vehicles in any area other than areas designated for such purpose by "CITY".
10. The "LEAGUE" will provide "CITY" an accounting of all monies collected in registration fees and all concession stand revenue and expenses. The accounting will be due on August 31, 2017 and must be prepared in a form and manner acceptable to "CITY".

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

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

ATTEST:

CITY OF WESLACO

Elizabeth Walker, City Secretary

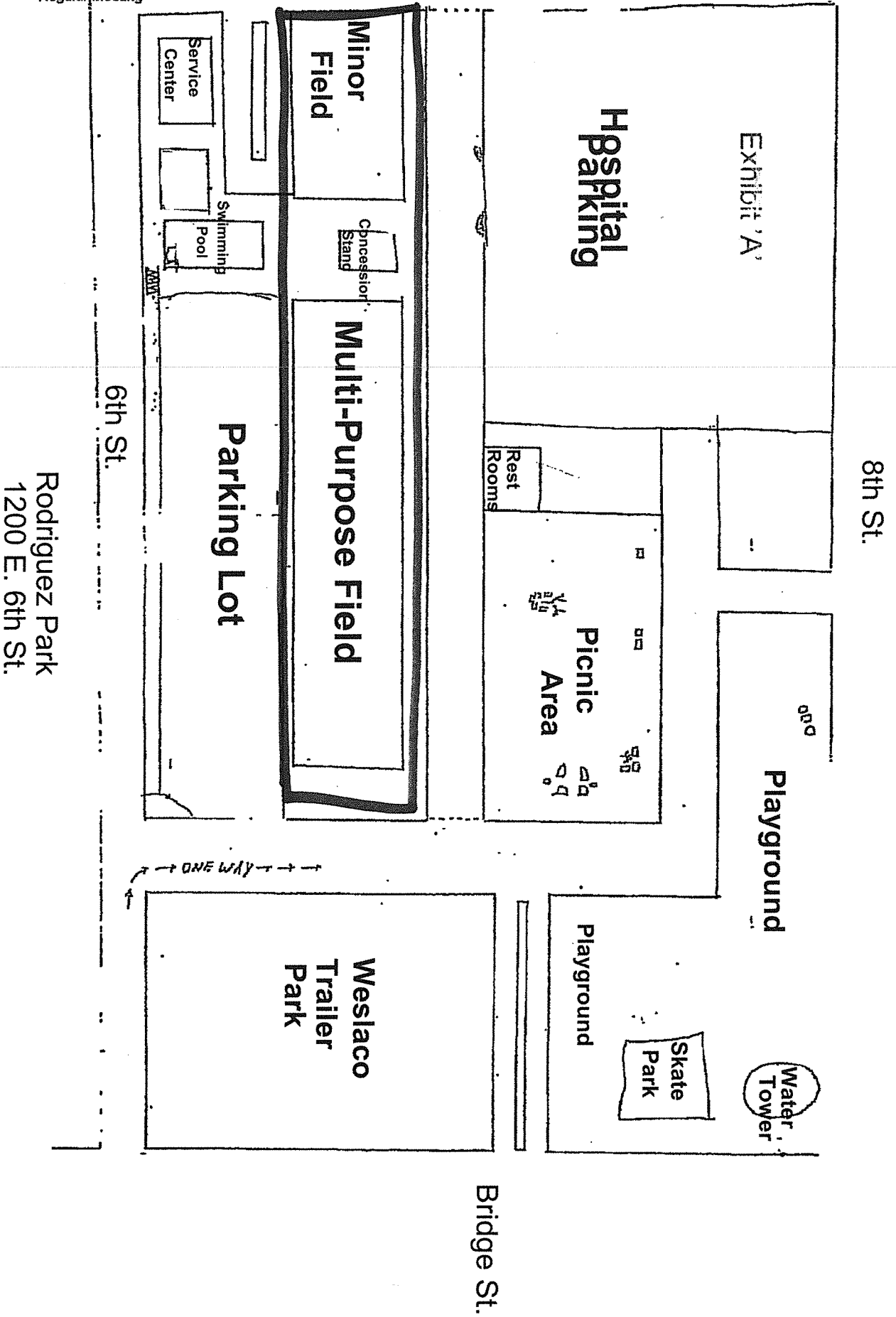
David Suarez, MAYOR

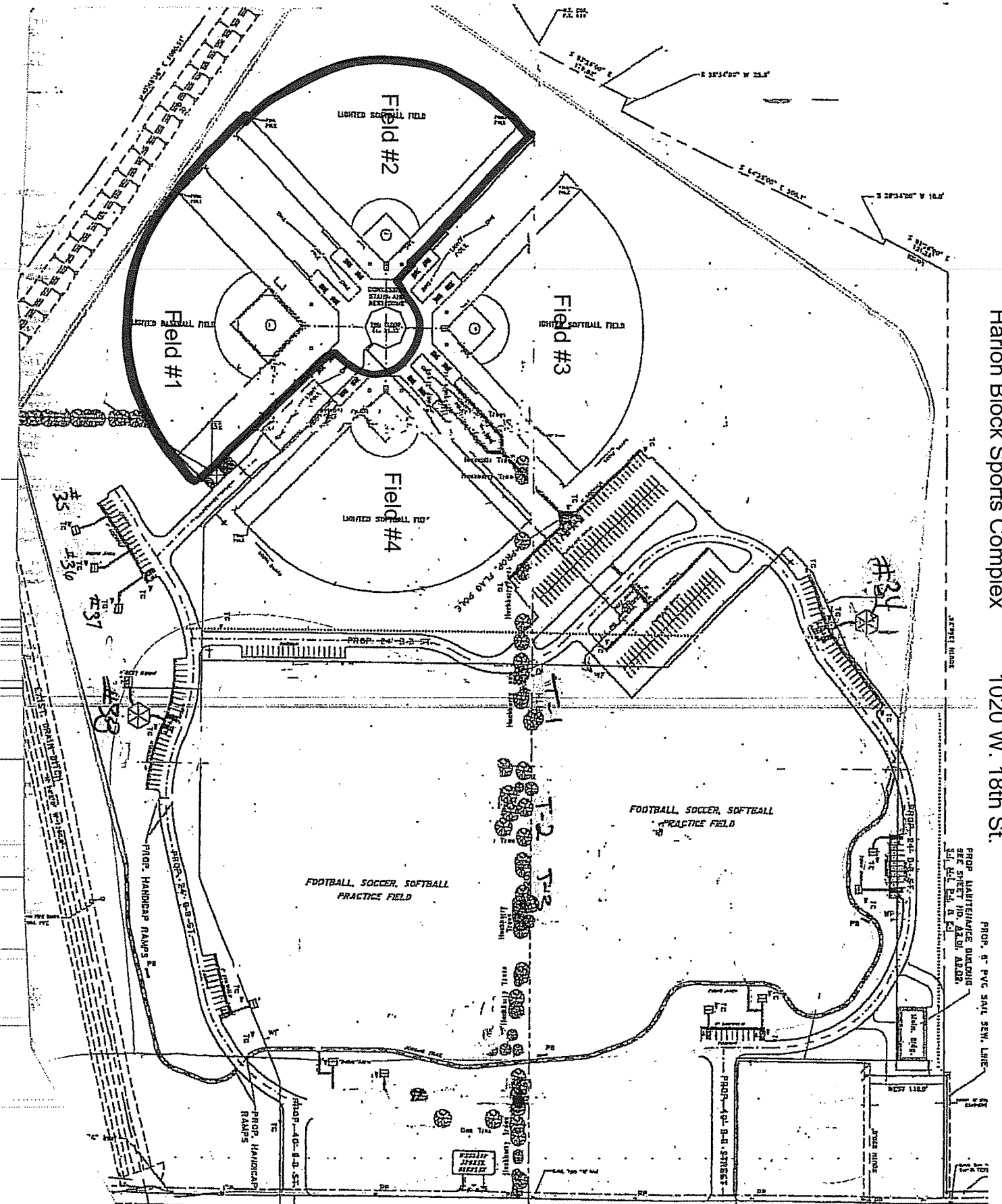
APPROVED AS TO FORM:

WESLACO LITTLE LEAGUE

Juan E. Gonzalez, City Attorney

President





NOTES:

Accounts, as applicable, should be sub-divided to show income and/or expenses for softball and baseball in the Tee Ball, Major, Minor, Junior, Senior, Big League and Challenger Division operations.

Insurance should be sub-divided to show: Accident, Liability, Crime, Directors and Officers Liability and locally purchased insurance against fire, flood, property theft, etc.

Equipment and Supplies: Uniforms and patches, baseballs, softballs, bats, etc.

Field Equipment and Supplies: Bases, tools, stands, scoreboards, etc.

Maintenance and Repairs: Field, buildings.

Concession Expense: Food and beverages, novelties and merchandise, etc.

Office Expense: P.O. box rent, stationery, postage, etc.

Miscellaneous: Legal, tournament, background check fees, awards (pins, pictures, certificates), etc.

Weslaco

Little League

3432414

League ID Number

74-2667524

Federal Employer Identification Number

**STATEMENT OF INCOME AND EXPENSE FOR THE FISCAL
YEAR ENDING 20¹⁷**

IN THE Little League Baseball/Softball Division

Income

Sponsor Fees	\$ 2,500.00	
Collection at Games	\$ 0.00	
Advertising (fence, scoreboard, etc.)	\$ 2,600.00	
Concessions	\$ 10,000.00	
Fund Raising Projects	\$ 0.00	
Registration Fees	\$ 23,000.00	
Other	\$ 0.00	
TOTAL INCOME		\$ 38,100.00

Expense

Charter Fee	\$ 720.00	
Insurance	\$ 2,050.00	
Baseball Equipment and Supplies	\$ 5,000.00	
Field Equipment and Supplies	\$ 7,000.00	
Utilities	\$ 0.00	
Rent of Property	\$ 0.00	
Maintenance and Repairs	\$ 0.00	
Concession Expense	\$ 5,000.00	
Office Expense	\$ 200.00	
Interest and Taxes	\$ 0.00	
Depreciation	\$ 0.00	
Miscellaneous	\$ 960.00	
Background Check Fees	\$ 0.00	
Tournament Fee	\$ 800.00	
Total Expense		\$ 21,730.00

Surplus or Deficit \$ 16,370.00

Weslaco

Little League

3432414

League ID Number

74-2667524

Federal Employer Identification Number

STATEMENT OF ASSETS AND LIABILITIES AS OF 2018

Current Assets:

Checking Account	\$ 4,358.60
Savings Account	\$ 0.00
Petty Cash	\$ 0.00
Accounts Receivable	\$ 0.00
TOTAL CURRENT ASSETS	\$ 4,358.60

Fixed Assets:

Land	\$ 0.00
Buildings and Improvements	\$ 0.00
Field Equipment	\$ 5,000.00
Concession Equipment	\$ 500.00
Office Equipment	\$ 100.00
TOTAL FIXED ASSETS	\$ 5,600.00

Deferred Charges:

Uniforms, Bats, Baseballs	\$ 0.00
Concession Supplies	\$ 0.00
TOTAL DEFERRED CHARGES	\$ 0.00

TOTAL ASSETS	\$ 9,958.60
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Current Liabilities

Accounts Payable	\$ 9,940.00
Notes Payable	\$
Interest Payable	\$
Taxes Payable	\$
TOTAL CURRENT LIABILITIES	\$ 9,940.00

Fixed Liabilities:

Mortgage Payable	\$ 0.00
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TOTAL LIABILITIES	\$ 9,940.00
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NET WORTH	\$ 18.60
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Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1492
From:		
Subject: Approval of the renewal of the 7th Annual "Movies at the Park" at Mayor Pablo G. Peña City Park located at 300 N. Airport Drive for the 2018 season and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation.)		
Background: Martin Garcia is in charge of the production of the Movies at the Park, he will get sponsors and request the movies. The parks department will ensure the grass is cut and trash cans are out for each movie showing.		
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	Created/Initiated	
David Arce	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approved.		
Staff Recommendation: Approval		
Attachments, if any: 7th Annual Weslaco Movies at the Park Summer Series 2018		
Responsibilities upon Approval:		

7th Annual - Weslaco: Movies at the Park (2018)
Movie Titles & Dates
(Thursdays)

- June 7, 2018: MOANA
- June 14, 2018: THE LION KING
- June 21, 2018: ANGELS IN THE OUTFIELD
- June 28, 2018: BEAUTY & THE BEAST (2017)
- BREAK
- July 12, 2018: WONDER WOMAN
- July 19, 2018: MONSTER UNIVERSITY
- July 26, 2018: JUMANJI – WELCOME TO THE JUNGLE (2017)
- August 2, 2018: COCO

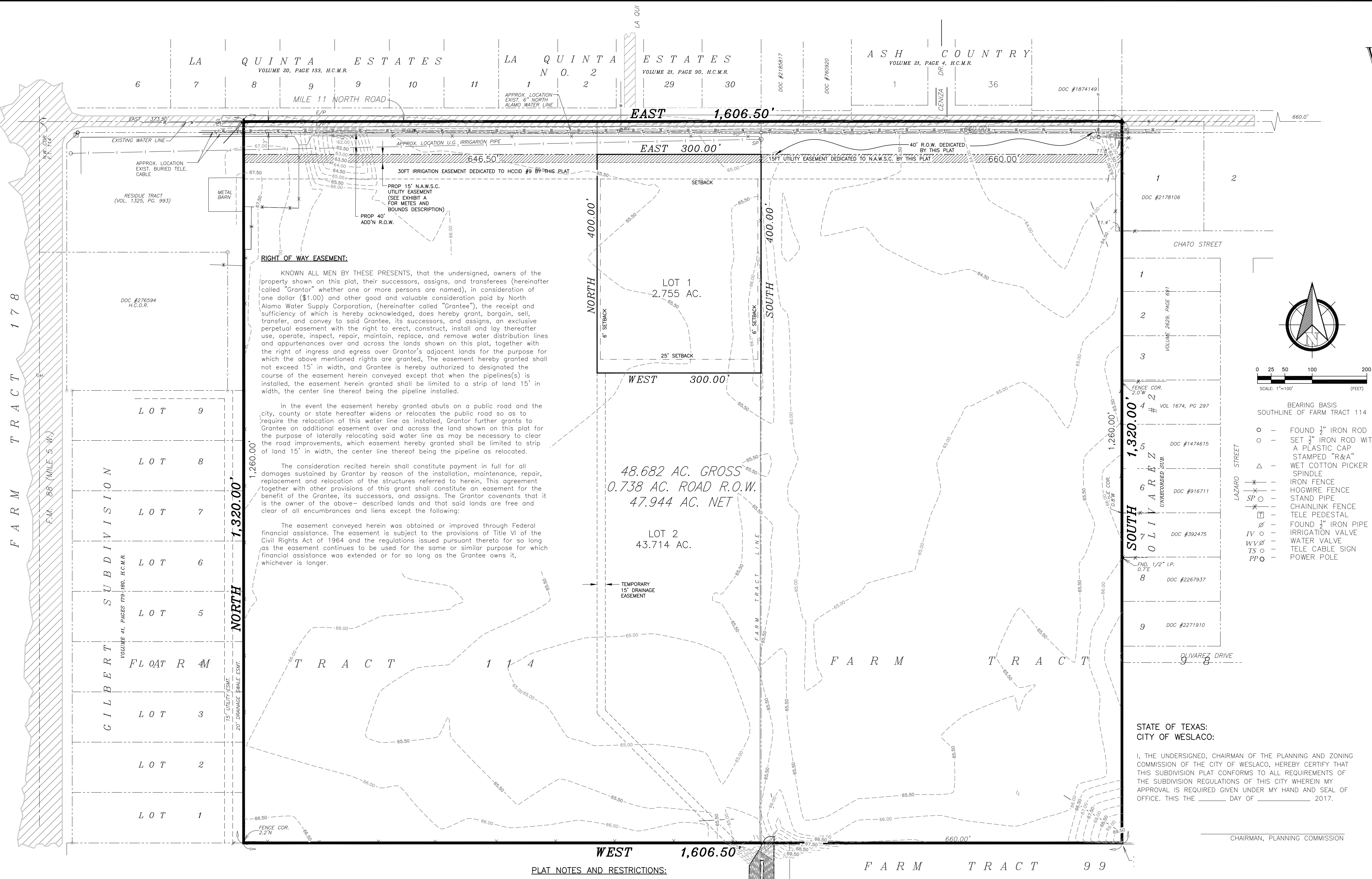
All movies to be shown at Mayor Pablo G. Pena Park (Northwest corner)

For questions please call Martin Garcia Jr, Director of Operations of Weslaco: Movies at the Park & DICE Productions at 956-463-6251.



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1493	
From: Mardoqueo Hinojosa			
Subject: Authorization to solicit bids for water line and irrigation line for Weslaco North Fire Station Subdivision. (Staffed by Planning and Code Enforcement.)			
Background: North Fire Station Subdivision requires for waterline to be relocated inside of an easement. Line will be routed to serve proposed fire station and park. Existing services must be connected and fire hydrant will be included. Line will only be extended for Phase 1 restrooms, but prepared for extending for future Phases. In addition, an irrigation line will be replaced to serve the parks. Project estimate is \$95,000			
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):			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Plat			
Responsibilities upon Approval: Staff will procure services.			



PLAT OF WESLACO NORTH FIRE STATION SUBDIVISION

SHEET 1 OF 2

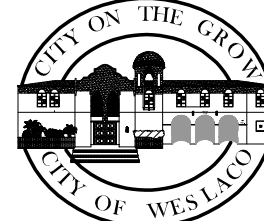
WESLACO, TEXAS

BEING A SUBDIVISION OF 48.682 ACRES OF LAND
OUT OF FARM TRACTS 98 AND 114
WEST TRACT SUBDIVISION
HIDALGO COUNTY, TEXAS
PER MAP RECORDED BY VOLUME 2, PAGE 34-37, H.C.M.R.

STATE OF TEXAS:
COUNTY OF HIDALGO:

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS THE "WESLACO NORTH FIRE STATION SUBDIVISION" TO THE CITY OF WESLACO, TEXAS, AND THOSE WHOSE NAME ARE SUBSCRIBED HERETO, DO HEREBY GRANT AN EASEMENT TO THE CITY OF WESLACO AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE SURFACE USE OF THE STREETS ALLEYS, COMMON AREAS AND UTILITY EASEMENTS THEREON SHOWN ARE RESTRICTED TO THE EMPLOYEES OR AGENTS OF SAID CITY OF WESLACO, EMPLOYEES OF THE UTILITIES COMPANIES UNDER FRANCHISE OF SAID CITY AND SHALL BE MAINTAINED BY THE CITY OF WESLACO.

MAYOR: DAVID SUAREZ
IN BEHALF OF
CITY OF WESLACO
222 S. KANSAS ST.
WESLACO, TEXAS 78599



CITY OF WESLACO
WWW.WESLACOCITY.GOV
(TEL) 956-968-1181
255 S. KANSAS
WESLACO, TEXAS 78599

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2017.

NOTARY PUBLIC

STATE OF TEXAS:
CITY OF WESLACO:

I, THE UNDERSIGNED MAYOR OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISIONS REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED, GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2017.

ATTESTED: SECRETARY, CITY OF WESLACO

MAYOR, CITY OF WESLACO

STATE OF TEXAS:
COUNTY OF HIDALGO:

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

MARDOQUEO HINOJOSA
LICENSED PROFESSIONAL ENGINEER P.E.
REGISTRATION No. 107390

STATE OF TEXAS:
COUNTY OF HIDALGO:

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

REYNALDO ROBLES
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4032

WESLACO NORTH FIRE STATION SUBDIVISION METES AND BOUNDS:

DESCRIPTION OF 48.682 ACRES OF LAND OUT OF FARM TRACT 98 AND 114 WEST TRACT SUBDIVISION HIDALGO COUNTY, TEXAS.

BEING 48.682 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING OUT OF FARM TRACTS 98 AND 114, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGE 34-37 OF THE HIDALGO COUNTY MAP RECORDS AND SAID 48.682 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF SAID FARM TRACT 114 FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED, SAID COTTON PICKER SPINDLE ALSO BEING LOCATED ON THE CENTERLINE OF MILE 11 NORTH ROAD AND BEARS EAST, 373.50 FEET FROM THE NORTHWEST CORNER OF SAID FARM TRACT 114:

THENCE, EAST, WITH THE NORTH LINE OF SAID FARM TRACT 114 AND WITH THE CENTERLINE OF SAID MILE 11 NORTH ROAD AT A DISTANCE 946.50 FEET PASS THE NORTHWEST CORNER OF SAID FARM TRACT 114, AND CONTINUING WITH THE NORTH LINE OF SAID FARM TRACT 98 A TOTAL DISTANCE OF 1606.50 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED:

THENCE, SOUTH WITH A LINE THAT IS PARALLEL TO THE WEST LINE OF FARM TRACT 98, AT A DISTANCE OF 20.00 FEET PASS A 1/2 -INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR REFERENCE ON THE SOUTH RIGHT OF WAY LINE OF SAID MILE 11 NORTH ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED, FROM WHICH A FOUND 1/2-INCH IRON ROD WITH A PLASTIC STAMPED S&A BEARS SOUTH 0.5 FEET.

THENCE WEST, WITH THE SOUTH LINE OF SAID FARM TRACT 98 AND THE NORTH LINE OF FARM TRACT 99, AT A DISTANCE OF 660.00 FEET PASS THE SOUTHWEST CORNER OF SAID FARM TRACT 98 AND CONTINUING WITH THE SOUTH LINE OF SAID FARM TRACT 114 AND THE NORTH LINE OF FARM TRACT 113 FOR A TOTAL DISTANCE OF 1606.50 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH WITH THE EAST LINE OF GILBERT SUBDIVISION AS PER MAP RECORDED IN VOLUME 41, PAGE 179-180 OF THE HIDALGO COUNTY MAP RECORDS, AT A DISTANCE OF 828.00 FEET PASS A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" FOUND FOR THE NORTHEAST CORNER OF SAID GILBERT SUBDIVISION, AT A DISTANCE OF 1300.00 FEET PASS A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED "R&A" SET FOR REFERENCE ON THE SOUTH RIGHT OF WAY LINE OF SAID MILE 11 NORTH ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 48.682 ACRES OF LAND MORE OR LESS OF WHICH 0.738 OF ONE ACRE OF LAND LIES IN MILE 11 NORTH ROAD RIGHT OF WAY LEAVING A NET AREA OF 47.944 ACRES OF LAND MORE OR LESS.

PRINCIPAL CONTACTS:

OWNER:	CITY OF WESLACO	ADDRESS	255 S. KANSAS	CITY & ZIP	WESLACO, TEXAS 78599	PHONE	(956) 968-3181
ENGINEER:	CITY OF WESLACO	ADDRESS	255 S. KANSAS	CITY & ZIP	WESLACO, TEXAS 78599	PHONE	(956) 447-3401
SURVEYOR:	REYNALDO ROBLES	ADDRESS	P.O. BOX 476	CITY & ZIP	WESLACO, TEXAS 78599	PHONE	(956) 968-2422

PLAT NOTES AND RESTRICTIONS:

- THE PROPOSED DEVELOPMENT CONTAINS 47.944 ACRES OF LAND AND IS LOCATED ON THE SOUTH SIDE OF MILE 11 NORTH ROAD APPROXIMATELY 375 FT EAST OF FM 88. THE DEVELOPMENT IS SITUATED IN FLOOD ZONE "X" AND SHADED "X" OF THE UNINCORPORATED AREAS HIDALGO COUNTY FEMA FLOOD INSURANCE RATE MAP PANEL NO. 480334 0450 C, DATED JUNE 6, 2000 REVISED TO REFLECT LOMR DATED MAY 30, 2002. SHADED ZONE "X" IS DEFINED BY FEMA AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO THE 100 YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN. THIS INFORMATION WAS GRAPHICALLY SCALED AND WE ACCEPT NO RESPONSIBILITY FOR SUCH INFORMATION.
- THE UNDER GROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPROMISE ALL UNDERGROUND UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEYOR DOES NOT PHYSICALLY LOCATE THE UNDERGROUND UTILITIES.
- THIS PROPERTY IS SUBJECT TO BLANKET EASEMENTS:
A. FOR CANALS, LATERALS, ETC. BY DEEDS RECORDED IN VOLUME 138, PAGE 257.
B. FOR PIPELINES, DITCHES FOR IRRIGATION AND CANAL PURPOSES BY DEED RECORDED IN VOLUME 72, PAGE 193.
C. FOR POWER LINES IN FAVOR OF CENTRAL POWER & LIGHT COMPANY, BY DEEDS RECORDED IN VOLUME 283, PAGE 311 AND VOLUME 383, PAGE 340.
- BENCHMARK INFORMATION:
COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THIS SURVEY ELEV.= 677.98 (NAVD 88)
- MINIMUM BUILDING SETBACK LINES SHALL BE:
FRONT : 25' OR EASEMENT WHICH EVER IS GRATER SIDE SETBACK : 6' BACK SETBACK : 25'
- OWNER IS RESPONSIBLE FOR 5' SIDEWALK ALONG MILE 11 NORTH RD.
- FINISH FLOOR ELEVATION SHALL BE LOT 1 (FF= 68.50) AND LOT 2 (18" ABOVE TOP OF CURB OR ADJACENT INSIDE STREETS.)
- ALL UTILITIES SHALL BE LOCATED WITHIN THE RIGHT-OF-WAY AND NO TREES SHALL BE PLANTED OVER UTILITY LINES.
- NO BUILDING STRUCTURES PERMITTED OVER ANY EASEMENT AND NO FRONT UTILITY EASEMENT ARE TO BE FENCED.
- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 111,156 CUBIC-Feet OR 2.55 ACRE-Feet. THIS SUBDIVISION SHALL DETAIN IT'S RUNOFF WITHIN THE GREEN AREA AN APPROVED STORM WATER DETENTION PLAN WILL BE REQUIRED TO THE ISSUANCE OF A BUILDING PERMIT.
- PROPOSED 6" WATER LINE TO BE RELOCATED INTO NORTH ALAMO WATER SUPPLY CORP. EASEMENT AT TIME OF CONSTRUCTION OF LOT 2 OR AT WIDENING OF MILE 11 NORTH WHICH EVER COMES FIRST.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

STATE OF TEXAS:
COUNTY OF HIDALGO:

HIDALGO COUNTY DRAINAGE DISTRICT No.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY, HIDALGO COUNTY DRAINAGE DISTRICT No. 1

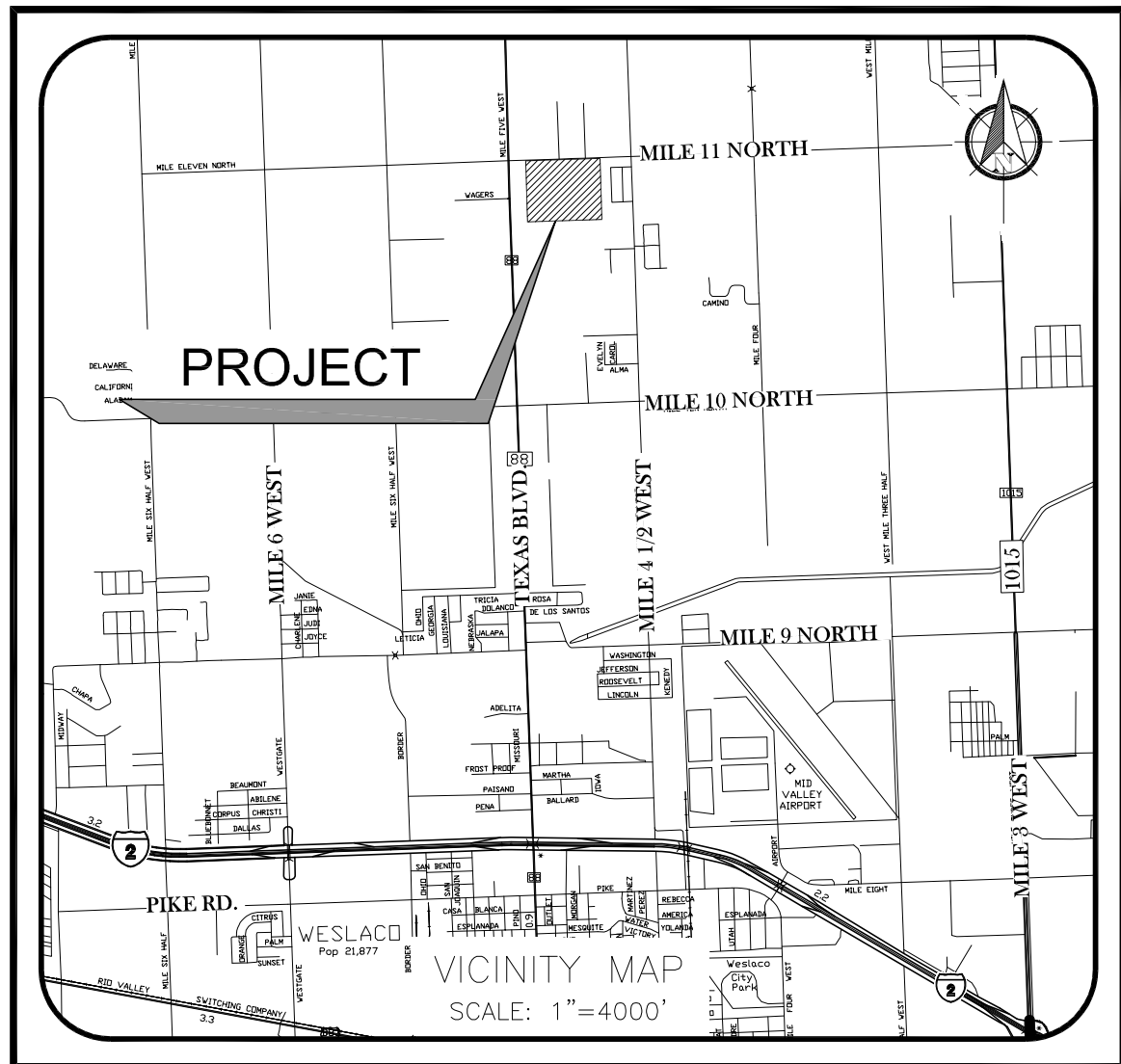
RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

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

DATED THIS _____ DAY OF _____ 2017.

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

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No.9



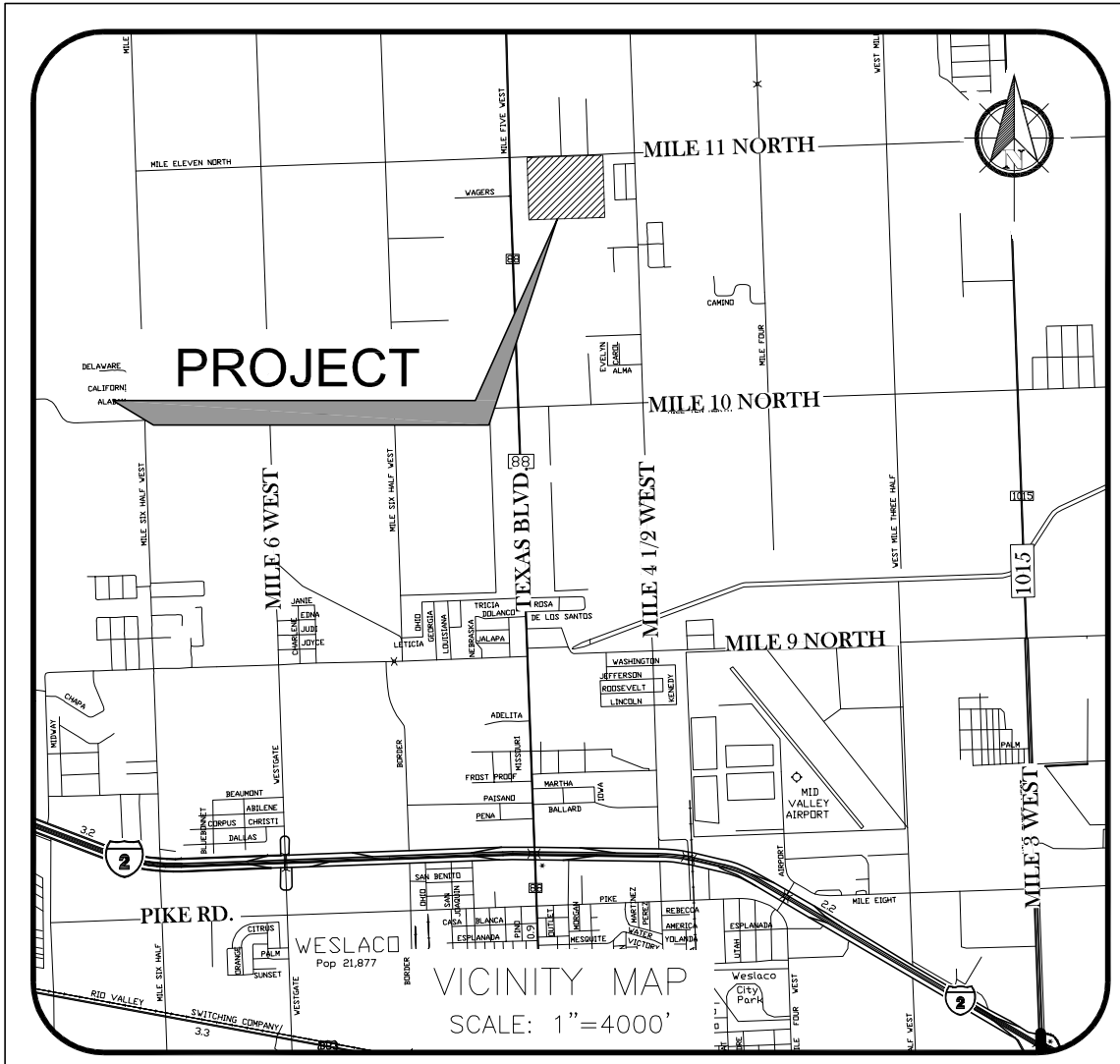
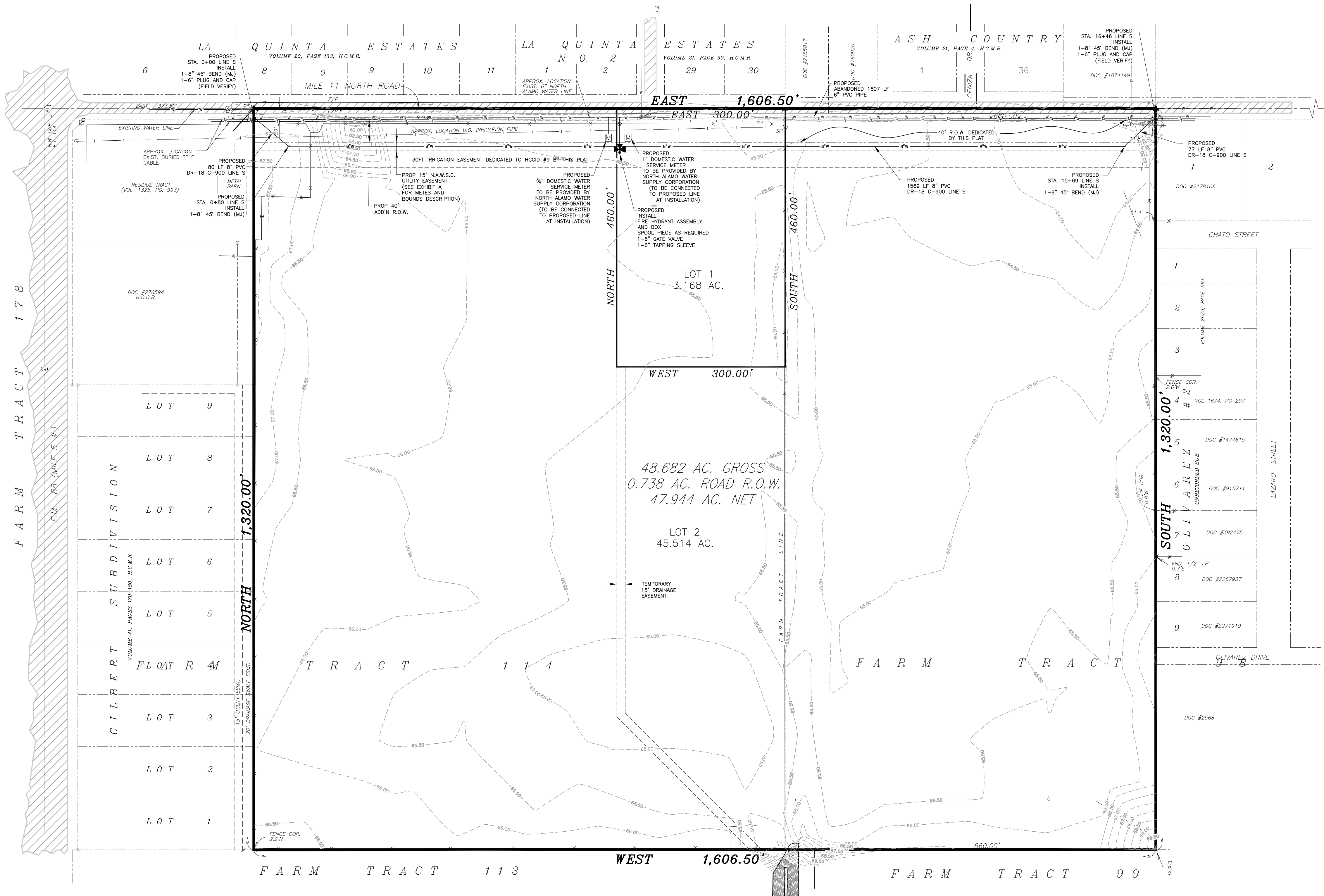
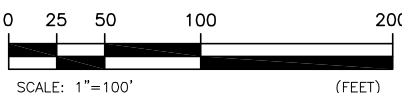
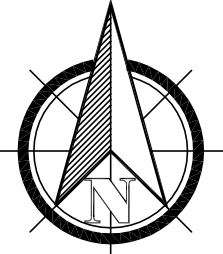
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HOLANDA GARCIA
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PLAT OF
WESLACO NORTH FIRE STATION
SUBDIVISION

SHEET 2 OF 2

WESLACO, TEXAS

TOPOGRAPHIC PLAT OF 48,682 ACRES OF LAND
OUT OF FARM TRACTS 98 AND 114
WEST TRACT SUBDIVISION
HIDALGO COUNTY, TEXAS
PER MAP RECORDED BY VOLUME 2, PAGE 34-37, H.C.M.R.





Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1510
From:		
Subject: Acceptance of check for \$111,900.00, on behalf of Pat Serquina, for the repairs of parking garage located near the intersection of Third Street and Missouri Avenue and authorize Mayor to execute any related documents. (Staffed by Planning and Code Enforcement.)		
Background: An automobile accident occurred on October 28, 2017 when Pat Serquina, a resident, did not meet the clearance needed to go under parking garage on 3rd Street between Texas Boulevard and Missouri Avenue. Quotes were requested by City Staff with the lowest being \$111,900; only two quotes were received. To proceed with repairs, City must go out for proposals for this project.		
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):		
Mardoqueo Hinojosa	Created/Initiated	
Mardoqueo Hinojosa	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approved.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Release Form, Image, Ownership		
Responsibilities upon Approval: Staff will continue process for repairs.		

RELEASE FOR PROPERTY DAMAGE

- ☐ AUTO-OWNERS INSURANCE COMPANY
☐ HOME-OWNERS INSURANCE COMPANY
☒ OWNERS INSURANCE COMPANY
☐ PROPERTY-OWNERS INSURANCE COMPANY
☐ SOUTHERN-OWNERS INSURANCE COMPANY

Claim # 300-0310284-2017

In consideration of the sum of One Hundred Eleven Thousand Nine Hundred
dollars (\$ 111,900), receipt whereof is hereby acknowledged, I do hereby release and forever
discharge Pat Serquina

and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives
and assigns from any and all claims and causes of action for property damage, loss or use, depreciation and diminished
value sustained or

that I may sustain as a result of an accident that occurred on or about the 28 day of October
year 2017 at or near Missouri and 3rd Street, Weslaco Texas

It is expressly agreed this release does not include any claim for bodily injury resulting from the aforesaid accident by
the undersigned.

I understand the parties hereby released admit no liability for said accident and that said payment is made to
terminate further controversy relative thereto.

Signed and sealed this _____ day of _____ year _____.

Witnessed

(CAUTION. READ BEFORE SIGNING)

REFER TO STATE SPECIFIC LANGUAGE ON PAGE 2 BEFORE SIGNING THIS FORM

X
Signature of Claimant

X
Witness Signature

Printed Name of Claimant

Witness Name Printed

Dated: _____

Dated: _____

ALABAMA STATUTES PROVIDE THAT “Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.”

ARIZONA STATUTES PROVIDE THAT “For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.”

ARKANSAS STATUTES PROVIDE THAT “Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.”

COLORADO STATUTES PROVIDE THAT “It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.”

FLORIDA STATUTES PROVIDE THAT “Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.”

IDAHO STATUTES PROVIDE THAT “Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.”

INDIANA STATE STATUTES PROVIDE THAT “A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.”

KENTUCKY STATUTES PROVIDE THAT “Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.”

MINNESOTA STATUTES PROVIDE THAT “A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.”

OHIO STATUTES PROVIDE THAT “Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.”

PENNSYLVANIA STATUTES PROVIDE THAT “Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties” and “Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000.”

TENNESSEE STATUTES PROVIDE THAT “It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.”

VIRGINIA STATUTES PROVIDE THAT “It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.”



SPECIAL WARRANTY GIFT DEED

State of Texas
County of Hidalgo

736264

SIESTA VILLAGE, INC., a Texas corporation, ("Grantor"), for and in consideration of the civic pride and dedication of Larry Dittburner and Patricia Dittburner to the citizens of Weslaco, Hidalgo County, Texas, has GRANTED and CONVEYED, and by these presents does GRANT AND CONVEY to **CITY OF WESLACO**, a municipality, ("Grantee" or "City"), whose address is 500 S. Kansas, Weslaco, Hidalgo County, Texas 78596, the following described property, together with all improvements thereon, ("Property"):

TRACT I: Lots Twenty-two (22), Twenty-three (23) and Twenty-four (24), Block Twenty-five (25), Original Townsite of the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Page 30, Map Records, Hidalgo County, Texas; and

TRACT II: A 0.17 acre tract of land out of Lot 9, Block 135, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in the Map Records, Hidalgo County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein;

Subject to: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and *ad valorem* taxes for the years 1998, and subsequent thereto, the payment of which Grantee assumes.

provided, however; that if the Property is not used in accordance with the provisions set forth below, Grantor shall have the right to reenter and assume ownership of the Property, it being the intent of Grantor to convey a fee simple on conditions subsequent estate to Grantee. The provisions applicable to the conditions subsequent estate are as follows:

- a. The "Property" shall be used solely as a public parking facility.
- b. The ground floor level of the parking facility will remain a "free" parking facility for a period of five (5) years, at which time the City Commission will have the right to consider charging a fee for parking on an hourly basis, but shall not have the authority to provide for contract or exclusive parking privileges. In any event, whether during or after the initial five (5) year "free parking" period, the ground floor level of the facility shall be subject to a two-hour limitation on parking privileges. The second floor level of the facility shall always be "free parking" and shall not be subject to any time limitation thereon.
- c. Should the City decide to charge for hourly, temporary parking on the ground floor level of the facility after five (5) years, the City will do so only upon a four-fifths (4/5ths) vote by the Commission.
- d. The City, either through independent contractors, or through its parking or traffic enforcement staff, shall adopt and shall enforce a two-hour tow-away ordinance relating to the ground floor, as allowed by law, and shall maintain signs notifying the public of such two hour limit and tow-away policy relating to the ground floor. Grantor, its successors and assigns shall have the authority to assist in the enforcement of the two-hour parking limit on the ground floor level of the facility by tow truck removal of any vehicle violating such limit, in accordance with the policies and ordinances established by the City.
- e. The City will be responsible for the maintenance and upkeep of the parking facility, including insurance and ad valorem taxes, if assessed, in a commercially reasonable manner.

- f. These restrictions and conditions can only be modified by an agreement signed by Grantor and Grantee filed of record in the Office of the County Clerk of Hidalgo County, Texas.

PROVIDED, FURTHER, that in the event the Property reverts to Grantor as provided herein, Grantee conveys and grants to Grantor a perpetual easement upon and across that portion of Third Street lying between Tract I and Tract II relating to the second floor parking lot over and across Third Street and the alleyway immediately east of Tract II for the purpose of ingress, egress and parking. In such event, Grantor shall be responsible for maintenance and taxes on the Property including all improvements thereon.

TO HAVE AND TO HOLD THE PROPERTY, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the conditions and provisions stated above, to Grantee, its successors and assigns forever, and Grantor binds itself, and its successors and assigns to warrant and forever defend all and singular the Property to Grantee and its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, subject to the conditions and provisions stated above, by, through and under Grantor and not otherwise.

Grantee acknowledges and agrees that Grantor has not made, and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the nature, quality or condition of the property, including, without limitation, the water, soil and geology, (b) the income to be derived from the property, (c) the suitability of the property for any and all activities and uses which grantee may conduct thereon, (d) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations, of any applicable governmental authority or body, (e) the habitability, merchantability or fitness for a particular purpose of the property, (f) any other matter with respect to the property. Grantee also acknowledges that Grantor has not made and specifically disclaims any representations regarding solid waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder or the U. S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulation promulgated thereunder. Grantee further acknowledges and agrees that having been given the opportunity to inspect the property, Grantee is relying solely on Grantee's own investigation of the property and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the property was obtained for a variety of sources and that Grantor has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Grantee further acknowledges and agrees that the sale of the property, as provided for herein, is made on an "As Is, Where Is" condition and basis with all faults.

Executed this 30th day of December, 1998.

SIESTA VILLAGE, INC.

By: 
PATRICA A. DITTBURNER, President

ACCEPTED & AGREED:

CITY OF WESLACO

By: *Gene Braught*
GENE A. BRAUGHT, Mayor

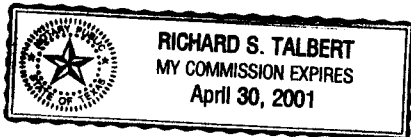
ATTEST:

Amanda C. Elizondo
AMANDA C. ELIZONDO,
City Secretary

(Acknowledgment)

State of Texas

This instrument was acknowledged before me this 30th day of December, 1998, by **PATRICIA A. DITTBURNER, President of SIESTA VILLAGE, INC.,** a Texas corporation, on behalf thereof.



Richard S. Talbert
Notary Public, State of Texas

(Acknowledgment)

State of Texas

This instrument was acknowledged before me on the 30th day of December, 1998, by **GENE A. BRAUGHT, Mayor of the City of Weslaco,** a municipal corporation, on behalf thereof.

Maitha Ayala
Notary Public, State of Texas

After recording return to:

City of Weslaco
500 S. Kansas
Weslaco, TX 78596-6222

Prepared by:

Talbert & McDaniel
612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

File No. 5478

CHAS. A. GREENWOOD, P.E.
PRESIDENT
WM. R. SHEA, P.E.
EXECUTIVE VICE-PRESIDENT

SIGLER, WINSTON, GREENWOOD

& ASSOCIATES, INC.

Consulting Engineers

WESLACO, TX 78596 ☒
1604 E. HWY. 83 • AC 956-968-2194 • FAX 968-8300

MCALLEN, TX 78501 ☐
801 QUINCE, SUITE 15 • AC 956-682-1328
(REPLY TO OFFICE INDICATED)

JOE B. WINSTON, JR., P.E.
SECRETARY
RANDALL C. WINSTON, P.E.
TREASURER

S-4045

A 0.17 acre tract of land out of Lot 9, Block 135, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas, and being more particularly described as follows:

Beginning at a 3/4-inch pipe found for the Southwest corner of this tract of land and lying North 30.00 ft. and West 280.00 ft. from the Southeast corner of said Lot 9, Block 135, thence, North 76.70 ft. to a cotton picker spindle (cps) with pipe found for the Northwest corner;

Thence, South 76° 37' 30" East 98.00 ft. to a cps found for an inside corner;

Thence, North 22.00 ft. to a point for an outside corner;

Thence, East 15.38 ft. to a point for the Northeast corner of this tract of land;

Thence, South 77.70 ft. to a point for the Southeast corner;

Thence, West 111.10 ft. to a 3/4-inch pipe being the Southwest corner of this tract of land, the point of beginning of this description, and containing 0.17 acre, more or less.

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Dec 31, 1998 at 02:10P

As a
Recording

Document Number: 736264
Total Fees : 15.00

Receipt Number - 191897
By,
Bea Cruz

TALBERT & McDANIEL

Attorneys At Law
612 South Texas
Weslaco, Texas 78596-6222
(956) 968-1578

RICHARD S. TALBERT
CHRIS J. McDANIEL

FAX (956) 968-0698

File No. 5478

December 31, 1998

Mr. David Leandro Martinez
Attorney at Law
134 West Fifth Street
Weslaco, Texas 78596

Re: Special Warranty Gift Deed - Siesta Village, Inc. to City of Weslaco

Dear David:

Enclosed please find the original RECORDED Special Warranty Gift Deed relating to the parking garage together with a copy of the recorded Partial Release of Lien affecting that portion of the property described as Tract II in the Deed.

Please see that Mrs. Dittburner is provided with a copy of the "two hour tow-away" ordinance prior to its adoption by the City to insure that her concerns are properly considered and incorporated into the final ordinance. You are authorized to deal directly with Mrs. Dittburner in relation to the ordinance so you will not need to go through me.

Do not hesitate to contact me if you have any questions hereon.

Very truly yours,

TALBERT & McDANIEL



RICHARD S. TALBERT

RST/zow

Enclosures (as stated)

pc: Mrs. Patricia A. Dittburner
Siesta Village Inc.
260 S. Texas
Weslaco, TX 78596

File

TALBERT & McDANIEL

Attorneys At Law
612 South Texas
Weslaco, Texas 78596-6222
(956) 968-1578

RICHARD S. TALBERT
CHRIS J. McDANIEL

FAX (956) 968-0698

File No. 5478

December 30, 1998

HAND DELIVERED

Mr. David Leandro Martinez
Attorney at Law
134 West Fifth Street
Weslaco, Texas 78596

Re: Special Warranty Gift Deed - Siesta Village, Inc. to City of Weslaco

Dear David:

Enclosed please find the original, executed Special Warranty Gift Deed relating to the parking garage which has been executed by Siesta Village, Inc., and contains the changes discussed in our meeting of this morning. Please have the City accept the Deed as indicated and return it to my office for recording with the County Clerk's office before noon on Thursday, December 31, 1998, as it is a condition to the gift that it be finalized prior to January 1, 1999.

In addition to the Deed, I am also enclosing a statement as to the value of the property contributed to the City by my client. Please have the City transfer this to its letterhead, have the Mayor sign the letter, and return it to my office for delivery to my client. The values are important to my client for income tax purposes and are based on the appraised value of Tract I as determined by their recent purchase thereof and an allocated value of Tract II based upon the established value of Tract I.

Do not hesitate to contact me if you have any questions hereon.

Very truly yours,

TALBERT & McDANIEL

Richard S. Talbert

RICHARD S. TALBERT

RST/zow

Enclosures (as stated)

pc: Mrs. Patricia A. Dittburner
Siesta Village Inc.
260 S. Texas
Weslaco, TX 78596

(11)

PARTIAL RELEASE OF LIEN

Date: **February 12, 1998**

736265

Note:

Date: **September 24, 1997**
Original Amount: **TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$265,000.00)**
Maker: **SIESTA VILLAGE, INC.**
Payee: **EDWARD JOSEPH KIELBOWSKI**

Holder of Note and Lien: **EDWARD JOSEPH KIELBOWSKI**
Holder's Mailing Address: **300 Hibiscus St., San Benito, Texas 78586-4827**

Note and Lien are described in the following document: **Decd of Trust dated September 24, 1997, executed by SIESTA VILLAGE, INC., recorded under County Clerk's File No. 626681 of the Official Records of Hidalgo County, Texas, securing the payment of a note in the amount of TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$265,000.00), payable to the order of EDWARD JOSEPH KIELBOWSKI, and by a vendor's lien retained in a Warranty Deed with Vendor's Lien of even date therewith recorded under County Clerk's File No. 626680 of the Official Records of Hidalgo County, Texas.**

Property to be released from lien: **See Exhibit "A" attached hereto and incorporated herein.**

Holder of the note acknowledges its partial payment and releases from the lien(s) **only** the property described above.

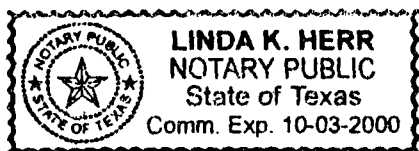
When the context requires, singular nouns and pronouns include the plural.

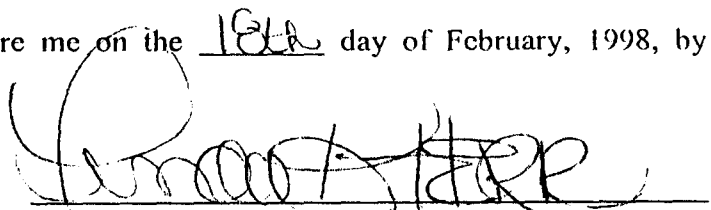

EDWARD JOSEPH KIELBOWSKI

(Acknowledgment)

State of Texas

This instrument was acknowledged before me on the 12th day of February, 1998, by **EDWARD JOSEPH KIELBOWSKI.**




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Talbert & McDaniel
612 South Texas
Weslaco, TX 78596-6222

PREPARED BY:

Talbert & McDaniel
612 South Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

File/GF Number: 5242

CHAS. A. GREENWOOD, P.E.
PRESIDENT
WM. R. SHEA, P.E.
EXECUTIVE VICE-PRESIDENT

**SIGLER, WINSTON, GREENWOOD
& ASSOCIATES, INC.**
Consulting Engineers

WESLACO, TX 78596 □
1804 E. HWY. 83 • AC 956-968-2194 • FAX 968-8300

MCALLEN, TX 78501 □
801 QUINCE, SUITE 15 • AC 956-682-1328
(REPLY TO OFFICE INDICATED)

JOE B. WINSTON, JR., P.E.
SECRETARY
RANDALL C. WINSTON, P.E.
TREASURER

S-4045

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Thence, South 76° 37' 30" East 98.00 ft. to a cps found for an inside corner;

Thence, North 22.00 ft. to a point for an outside corner;

Thence, East 15.38 ft. to a point for the Northeast corner of this tract of land;

Thence, South 77.70 ft. to a point for the Southeast corner;

Thence, West 111.10 ft. to a 3/4-inch pipe being the Southwest corner of this tract of land, the point of beginning of this description, and containing 0.17 acre, more or less.

Kielbowski/Siesta Village, Inc
Partial Release of Lien
Exhibit "A"
Page 1 of 1

Weslaco, TX 78596-6222

Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

File/GF Number: 5242

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Dec 31, 1998 at 02:10P

As a
Recording

Document Number:	736265
Total Fees :	11.00

Receipt Number - 191897
By,

Bea Cruz

File

TALBERT & McDANIEL

Attorneys At Law
612 South Texas
Weslaco, Texas 78596-6222
(956) 968-1578

RICHARD S. TALBERT
CHRIS J. McDANIEL

FAX (956) 968-0698

File No. 5478

December 30, 1998

HAND DELIVERED

Mr. David Leandro Martinez
Attorney at Law
134 West Fifth Street
Weslaco, Texas 78596

Re: Special Warranty Gift Deed - Siesta Village, Inc. to City of Weslaco

Dear David:

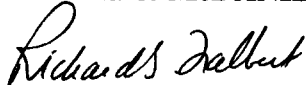
Enclosed please find the original, executed Special Warranty Gift Deed relating to the parking garage which has been executed by Siesta Village, Inc., and contains the changes discussed in our meeting of this morning. Please have the City accept the Deed as indicated and return it to my office for recording with the County Clerk's office before noon on Thursday, December 31, 1998, as it is a condition to the gift that it be finalized prior to January 1, 1999.

In addition to the Deed, I am also enclosing a statement as to the value of the property contributed to the City by my client. Please have the City transfer this to its letterhead, have the Mayor sign the letter, and return it to my office for delivery to my client. The values are important to my client for income tax purposes and are based on the appraised value of Tract I as determined by their recent purchase thereof and an allocated value of Tract II based upon the established value of Tract I.

Do not hesitate to contact me if you have any questions hereon.

Very truly yours,

TALBERT & McDANIEL



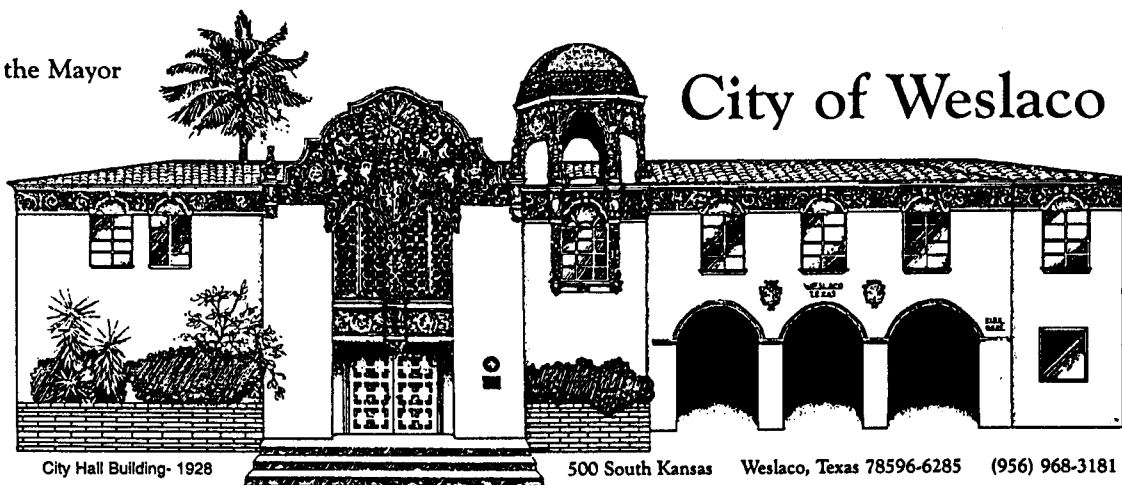
RICHARD S. TALBERT

RST/zow

Enclosures (as stated)

pc: Mrs. Patricia A. Dittburner
Siesta Village Inc.
260 S. Texas
Weslaco, TX 78596

Office of the Mayor



December 30, 1998

Mrs. Patricia A. Dittburner
Siesta Village Inc.
260 S. Texas
Weslaco, TX 78596

Re: Special Warranty Gift Deed

Dear Mrs. Dittburner:

This letter is to acknowledge the acceptance of your gift to the City of Weslaco of the property constituting the "parking garage" adjacent to the Cortez Hotel. In accepting such gift, the City acknowledges that the value of the property subject to such gift is \$160,000.00 for Tract I and \$143,586.00 for Tract II as described in the Special Warranty Gift Deed.

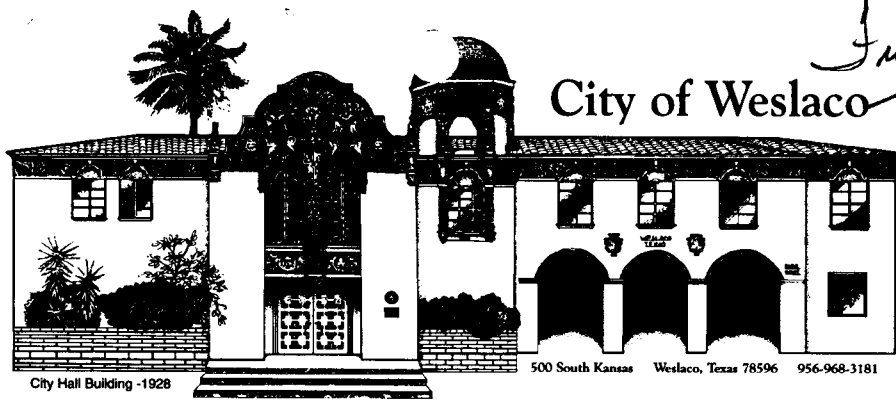
The entire City Commission and all the citizens of Weslaco appreciate your generosity and dedication to the such of Weslaco and thank you for your contribution.

Yours very truly,

CITY OF WESLACO


GENE A. BRAUGHT,
Mayor

"The City on the Grow"



OFFICE OF
THE CITY MANAGER

Amanda,

This information provided to
Ramon Vela by Rich Talbert is
important for the Mayor + Commissioners
to review before the Mayor signs
off on the parking garage property.

Richard Talbert

note: Copies were ~~given~~ delivered to the City
Commission 11/16/98 by Delia.

"The City on the Grow"

ag
—

BARRY E. JONES
ATTORNEY AT LAW

134 W. FIFTH STREET
WESLACO, TEXAS 78596
956/968-6898
FAX 956/968-9787

FACSIMILE TRANSMISSION

TO:

FAX NO:

1. RAMON VELA

412-8282

2.

3.

4.

5.

OCT-08-1998 11:57

LAW OFFICES CDP

956 968 9787 P.01/06

FROM: BARRY E. JONES / JACQUIE SCHWARZ FAX NO: 956/968-9787

DATE: OCT. 8, 1998 RE: SIESTA VILLAGE/WESLACO, TEXAS

NO. OF PAGES (W/COVER PAGE): 6 HARD COPY FOLLOWS: YES NO XXX

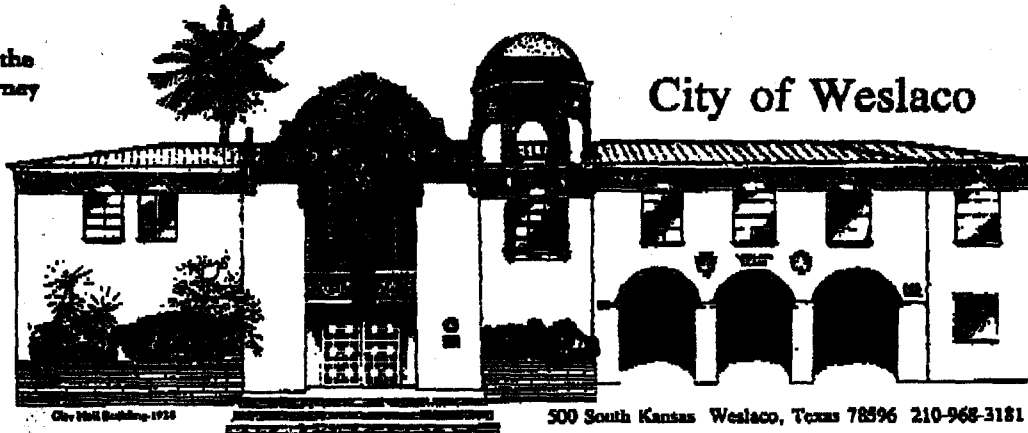
ADDITIONAL COMMENTS: CALL ME AT 956-968-9787

**SHOULD YOU HAVE ANY PROBLEMS WITH RECEPTION, PLEASE CALL
JACQUIE SCHWARZ AT: 956/968-6898 AS SOON AS POSSIBLE.**

CONFIDENTIALITY NOTICE

THIS FACSIMILE TRANSMISSION (AND/OR OTHER DOCUMENTS ACCOMPANYING IT) MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS LEGALLY PROTECTED BY THE ATTORNEY/CLIENT PRIVILEGE. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION, OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS INFORMATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE TRANSMISSION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE TO ARRANGE FOR RETURN OF THE DOCUMENTS.

Office of the
City Attorney



City of Weslaco

City Hall Building 1928

500 South Kansas Weslaco, Texas 78596 210-968-3181

October 8, 1998

HAND-DELIVERED

OCT-08-1998 WESLACO CITY COMMISSION CGP

956 968 9787 P.02/06

City of Weslaco
500 S. Kansas
Weslaco, Texas 78596

RE: **SPECIAL WARRANTY GIFT DEED**
Siesta Village, Inc. to City of Weslaco

Dear City Commission:

I enclose herewith a copy of Attorney Rick Talbert's letter dated and hand-delivered to my office on this date, October 8, 1998, regarding the above-referenced. I enclose a copy of the executed revised Special Warranty Deed relating to the parking garage. Additionally, please find the draft Deed indicating the additions and deletions made to said executed Deed. Please review these documents, as well as the contents of Mr. Talbert's letter to me, as soon as possible. Any comments you may have regarding the enclosed, should be relayed immediately to the City Secretary. My understanding is that Mr. and Mrs. Dittburner are scheduled to leave town, therefore, your immediate comments are requested.

Very truly yours,

Ramon Vela: cgm
RAMON VELA, City Attorney

RV:cgm

Enclosure: As stated.

"The City on the Grow"

ALBERT & McDANIEL

Attorneys At Law
612 South Texas
Weslaco, Texas 78596-6222
(956) 968-1578

RICHARD S. TALBERT
CHRIS J. McDANIEL

FAX (956) 968-0698

RECEIVED OCT 0 8 1998

File No. 5478

October 8, 1998

HAND DELIVERED

Mr. Ramon Vela
Attorney at Law
134 West Fifth Street
Weslaco, Texas 78596

OCT-08-1998 11:58

LAW OFFICES CQP

956 968 9787 P.03/06

Re: Special Warranty Gift Deed - Siesta Village, Inc. to City of Weslaco

Dear Ramon:

Enclosed please find a copy of the executed **REVISED** Special Warranty Deed relating to the parking garage and a copy which shows the additions as double underlines and the deletions as strikeouts. I have now had the opportunity to discuss this document with Mrs. Dittburner and she has instructed me to make two (2) changes to the previous document.

First, Mrs. Dittburner says it was always her understanding with the City that the second floor parking would always remain "free" and that the parking on the second floor would not be subject to the two (2) hour limit. This permits employees, tenants and patrons of not only the Villa de Cortez but the surrounding businesses to park on the second floor continuously during the work day.

Second, Mrs. Dittburner indicated that it is imperative that Siesta Village, Inc., d/b/a Villa de Cortez have the authority to enforce the two-hour parking limit on the ground floor. Mrs. Dittburner indicated she had discussed this issue with City personnel and had been assured that it was not a problem to provide the authority for the Villa de Cortez to "have a vehicle towed if the two-hour limit was violated without the necessity of calling the police or otherwise relying on a response from City personnel." I advised Mrs. Dittburner that you had expressed to me concerns about the authority of the City to delegate its police powers to third parties not employed by the City; however, she feels that enforcement is the key to the two-hour limit and that without direct enforcement authority that the two-hour limit would be meaningless. I would suggest that a collateral agreement between our clients be generated which appoints Siesta Village, Inc., d/b/a Villa de Cortez as an agent of the City for purposes of enforcement of the specific restrictions contained in the Special Warranty Deed and which contains agreeable

Mr. Ramon Vela
October 8, 1998
Page 2

language detailing the authority so delegated. No additional consideration would be required for the collateral agreement.

I have added additional language intended to cover these two issues. In addition, I have added a new subparagraph "f" which allows for modification of the restrictions with the written consent of both parties.

After you have had an opportunity to review the changes, please call me to discuss any questions you may have. If the changes are acceptable to the City, I am authorized to deliver the original Special Warranty Deed to the City for recording. If the changes are not acceptable, I do not have any authority to change the wording on the deed and all changes will have to be approved by Mrs. Dittburner upon her return to town next week.

OCT-08-1998 11:59

LAW OFFICES CQP

956 968 9787 P.04/06

At the time of delivery of the deed to the City, the Dittburners would like to obtain a letter from the City acknowledging the gift and stipulating to the value of the gift. The Dittburners are of the opinion that the value of the gift is an amount equal to the sum of the gross purchase price of the Wilt property which is Tract I (a documented "arms length" transaction) and a corresponding value on Tract II based upon per front foot price as calculated from the Wilt property. I am working on the actual value now and will provide it to you shortly.

Do not hesitate to contact me if you have any questions hercon.

Very truly yours,

TALBERT & McDANIEL

Rick

RICHARD S. TALBERT

RST/zow

Enclosures (as stated)

pc: Mrs. Patricia A. Dittburner
(via fax no. 447 - 9912)

TALBERT & McDANIEL

Attorneys At Law
612 South Texas
Weslaco, Texas 78596-6222
(956) 968-1578

RICHARD S. TALBERT
CHRIS J. McDANIEL

FAX (956) 968-0698

RECEIVED OCT 0 8 1998

File No. 5478

October 8, 1998

HAND DELIVERED

Mr. Ramon Vela
Attorney at Law
134 West Fifth Street
Weslaco, Texas 78596

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October 8, 1998
Page 2

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Very truly yours,

TALBERT & McDANIEL



RICHARD S. TALBERT

RST/zow

Enclosures (as stated)

pc: Mrs. Patricia A. Dittburner
(via fax no. 447 - 9912)

SPECIAL WARRANTY GIFT DEED

State of Texas
County of Hidalgo

SIESTA VILLAGE, INC., a Texas corporation, ("Grantor"), for and in consideration of the civic pride and dedication of Larry Dittburner and Patricia Dittburner to the citizens of Weslaco, Hidalgo County, Texas, has GRANTED and CONVEYED, and by these presents does GRANT AND CONVEY to **CITY OF WESLACO**, a municipality, ("Grantee" or "City"), whose address is 500 S. Kansas, Weslaco, Hidalgo County, Texas 78596, the following described property, together with all improvements thereon, ("Property"):

TRACT I: Lots Twenty-two (22), Twenty-three (23) and Twenty-four (24), Block Twenty-five (25), Original Townsite of the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Page 30, Map Records, Hidalgo County, Texas; and

TRACT II: A 0.17 acre tract of land out of Lot 9, Block 135, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in the Map Records, Hidalgo County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein.

provided, however; that if the Property is not used in accordance with the provisions set forth below, Grantor shall have the right to reenter and assume ownership of the Property, it being the intent of Grantor to convey a fee simple on conditions subsequent estate to Grantee. The provisions applicable to the conditions subsequent estate are as follows:

- a. The "Property" shall be used solely as a public parking facility,
- b. The ground floor level of the parking facility will remain a "free" parking facility for a period of five (5) years, at which time the City Commission will have the right to consider charging a fee for parking on an hourly basis, but shall not have the authority to provide for contract or exclusive parking privileges. In any event, whether during or after the initial five (5) year "free parking" period, the bottomground floor level of the facility shall be subject to a two-hour limitation on parking privileges. The second floor level of the facility shall always be "free parking" and shall not be subject to any time limitation thereon.
- c. Should the City decide to charge for hourly, temporary parking on the ground floor level of the facility after five (5) years, the City will do so only upon a four-fifths (4/5ths) vote by the Commission.
- d. The City, either through independent contractor, or through its parking or traffic enforcement staff, will develop procedures to ~~allow or~~ enforce and shall enforce a two-hour tow-away policy or ordinance, as allowed by law. Grantor, its successors and assigns shall have the authority to enforce the two-hour parking limit on the ground floor level of the facility by tow truck removal of any vehicle violating such limit.
- e. The City will be responsible for the maintenance and upkeep of the parking facility, including insurance and ad valorem taxes, if assessed, in a commercially reasonable manner.
- f. These restrictions and conditions can only be modified by an agreement signed by Grantor and Grantee filed of record in the Office of the County Clerk of Hidalgo County, Texas.

PROVIDED, FURTHER, that in the event the Property reverts to Grantor as provided herein, Grantee conveys and grants to Grantor a perpetual easement upon and across that portion of Third Street lying between Tract I and Tract II relating to the second floor parking lot over and across Third Street and the alleyway immediately east of Tract II for the purpose of ingress, egress and parking. In such event, Grantor shall be responsible for maintenance and taxes on the Property including all improvements thereon.

TO HAVE AND TO HOLD THE PROPERTY, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the conditions and provisions

stated above, to Grantee, its successors and assigns forever, and Grantor binds itself, and its successors and assigns to warrant and forever defend all and singular the Property to Grantee and its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, subject to the conditions and provisions stated above, *by, through and under Grantor and not otherwise.*

Grantee acknowledges and agrees that Grantor has not made, and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the nature, quality or condition of the property, including, without limitation, the water, soil and geology, (b) the income to be derived from the property, (c) the suitability of the property for any and all activities and uses which grantee may conduct thereon, (d) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations, of any applicable governmental authority or body, (e) the habitability, merchantability or fitness for a particular purpose of the property, (f) any other matter with respect to the property. Grantee also acknowledges that Grantor has not made and specifically disclaims any representations regarding solid waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder or the U. S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulation promulgated thereunder. Grantee further acknowledges and agrees that having been given the opportunity to inspect the property, Grantee is relying solely on Grantee's own investigation of the property and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the property was obtained for a variety of sources and that Grantor has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Grantee further acknowledges and agrees that the sale of the property, as provided for herein, is made on an "As Is, Where Is" condition and basis with all faults.

Executed this _____ day of _____, 1998.

SIESTA VILLAGE, INC.

By: _____
PATRICIA A. DITTBURNER, President

Acknowledgment

State of Texas

This instrument was acknowledged before me this _____ day of October, 1998, by **PATRICIA A. DITTBURNER, President of SIESTA VILLAGE, INC.,** a Texas corporation, on behalf thereof.

Notary Public, State of Texas

After recording return to:

City of Weslaco
500 S. Kansas
Weslaco, TX 78596-6222

Prepared by:

Talbert & McDaniel
612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

File No. 5478

SPECIAL WARRANTY GIFT DEED

State of Texas
County of Hidalgo

COPY

SIESTA VILLAGE, INC., a Texas corporation, ("Grantor"), for and in consideration of the civic pride and dedication of Larry Dittburner and Patricia Dittburner to the citizens of Weslaco, Hidalgo County, Texas, has GRANTED and CONVEYED, and by these presents does GRANT AND CONVEY to **CITY OF WESLACO**, a municipality, ("Grantee" or "City"), whose address is 500 S. Kansas, Weslaco, Hidalgo County, Texas 78596, the following described property, together with all improvements thereon, ("Property"):

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Executed this 8th day of October, 1998.

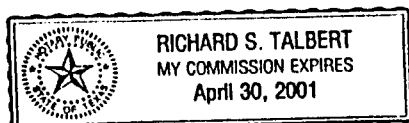
SIESTA VILLAGE, INC.

By: Patricia A. Dittburner
PATRICIA A. DITTBURNER, President

Acknowledgment

State of Texas

This instrument was acknowledged before me this 8th day of October, 1998, by PATRICIA A. DITTBURNER, President of SIESTA VILLAGE, INC., a Texas corporation, on behalf thereof.



Richard S. Talbert
Notary Public, State of Texas

After recording return to:

City of Weslaco
500 S. Kansas
Weslaco, TX 78596-6222

Prepared by:

Talbert & McDaniel
612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)

File No. 5478

CHAR. A. GREENWOOD, P.E.
PRESIDENT
WM. R. SHEA, P.E.
EXECUTIVE VICE-PRESIDENT

SIGLER, WINSTON, GREENWOOD
& ASSOCIATES, INC.
Consulting Engineers

WESLACO, TX 78596 ☒ X
1604 E. HWY. 83 * AC 956-968-2194 * FAX 968-8300

MCALLEN, TX 78501 ☐
801 QUINCE, SUITE 15 * AC 956-682-1326
(REPLY TO OFFICE INDICATED)

JOE B. WINSTON, JR., P.E.
SECRETARY
RANDALL C. WINSTON, P.E.
TREASURER

S-4045

A 0.17 acre tract of land out of Lot 9, Block 135, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas, and being more particularly described as follows:

Beginning at a 3/4-inch pipe found for the Southwest corner of this tract of land and lying North 30.00 ft. and West 280.00 ft. from the Southeast corner of said Lot 9, Block 135, thence, North 76.70 ft. to a cotton picker spindle (cps) with pipe found for the Northwest corner;

Thence, South 76° 37' 30" East 98.00 ft. to a cps found for an inside corner;

Thence, North 22.00 ft. to a point for an outside corner;

Thence, East 15.38 ft. to a point for the Northeast corner of this tract of land;

Thence, South 77.70 ft. to a point for the Southeast corner;

Thence, West 111.10 ft. to a 3/4-inch pipe being the Southwest corner of this tract of land, the point of beginning of this description, and containing 0.17 acre, more or less.

EXHIBIT "A"

SPECIAL WARRANTY GIFT DEED

State of Texas
County of Hidalgo

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Special Gift Warranty Deed
Page 1 of 2

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Special Gift Warranty Deed
Page 1 of 2

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Executed this _____ day of _____, 1998.

SIESTA VILLAGE, INC.

By: _____
PATRICIA A. DITTBURNER, President

Acknowledgment

State of Texas

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Notary Public, State of Texas

Notary Public, State of Texas

After recording return to:

**City of Weslaco
500 S. Kansas
Weslaco, TX 78596-6222**

Prepared by:

**Talbert & McDaniel
612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)**

File No. 5478

**Special Gift Warranty Deed
Page 2 of 2**

TOTAL P.06

After recording return to:

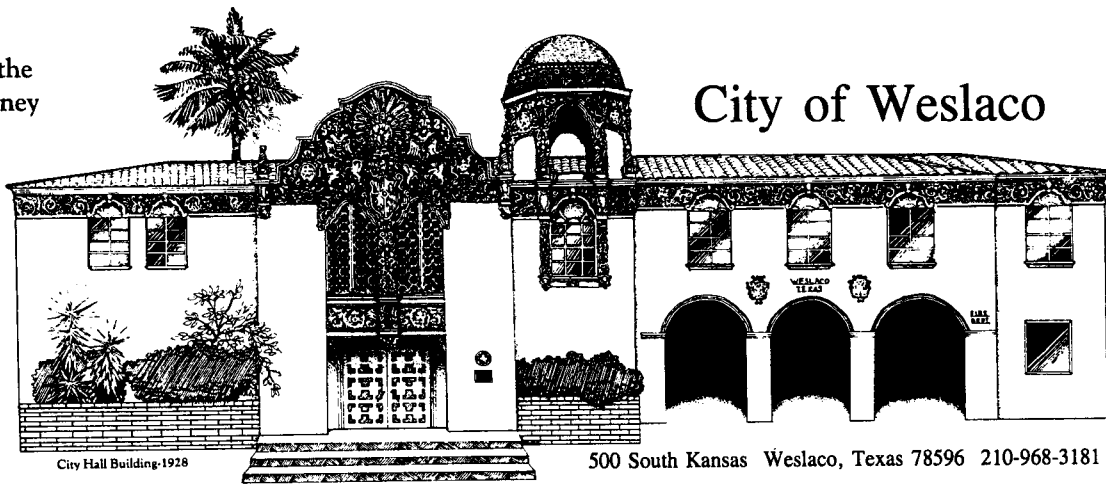
**City of Weslaco
500 S. Kansas
Weslaco, TX 78596-6222**

**Talbert & McDaniel
612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)**

**Special Gift Warranty Deed
Page 2 of 2**

TOTAL P.06

Office of the
City Attorney



October 8, 1998

HAND-DELIVERED

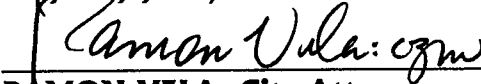
WESLACO CITY COMMISSION
City of Weslaco
500 S. Kansas
Weslaco, Texas 78596

RE: **SPECIAL WARRANTY GIFT DEED**
Siesta Village, Inc. to City of Weslaco

Dear City Commission:

I enclose herewith a copy of Attorney Rick Talbert's letter dated and hand-delivered to my office on this date, October 8, 1998, regarding the above-referenced. I enclose a copy of the executed revised Special Warranty Deed relating to the parking garage. Additionally, please find the *draft* Deed indicating the additions and deletions made to said executed Deed. Please review these documents, as well as the contents of Mr. Talbert's letter to me, as soon as possible. Any comments you may have regarding the enclosed, should be relayed immediately to the City Secretary. My understanding is that Mr. and Mrs. Dittburner are scheduled to leave town, therefore, your immediate comments are requested.

Very truly yours,


RAMON VELA, City Attorney

RV:czm
Enclosure: As stated.

"The City on the Grow"



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1495	
From: Mardoqueo Hinojosa			
Subject: Authorization to advertise for repairs to the parking garage at the Villa de Cortez. (Staffed by Planning and Code Enforcement.)			
Background: Request for Proposals are needed to perform repairs for parking lot based on received estimates.			
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):			
Elizabeth Walker		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will procure.			



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1496	
From: Robert Lopez			
Subject: Acceptance of grant award number 3357201 from the Office of the Governor State Homeland Security Program in an amount of \$60,222.48 to purchase Special Response Team gear and equipment and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)			
Background: If approved, the Weslaco Police Department intends to purchase gear and equipment authorized through this grant for the Weslaco Special Response Team.			
Funding Source (budget code, if applicable): Office of the Governor - State Homeland Security Program			
Amount: \$60,222.48		Term of Impact: 12 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: Consent Agenda 2016-504 and approved through Resolution 2017-14.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Robert Lopez		Created/Initiated	
Ted Walensky		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: Award Letter, R2017-14 LETPA Resolution Grant 3357201			
Responsibilities upon Approval: Weslaco PD will be responsible for grant administration and ensure grant compliance. Weslaco PD requests assistance from the Finance Department in processing Financial Status Reports.			

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	3357201	Award Amount:	\$60,222.48
Date Awarded:	10/10/2017	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2017 - 08/31/2018	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2018	Total Project Cost:	\$60,222.48
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Weslaco, City of		
Project Title:	LETPA Weslaco SRT Vests		
Grant Manager:	Dorothy Caston		
DUNS Number:	036562767		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	9/5/2017
Federal/State Award ID Number:	EMW-2017-SS-00005
Total Federal Award/State Funds	\$80,206,000.00
Appropriated:	
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D: No

Federal/State Award Description: The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. Other Condition of Funding. Other Condition of Funding. This grant is funded with federal Violence Against Women Act (VAWA) funds. These funds do not require non-profit, non-governmental victim service programs to provide matching funds. Should you wish to remove or reduce the matching funds in this project, a budget adjustment that revises the matching funds to the amount and percentage you can commit to throughout the entire grant period should be submitted.	11/2/2017	11/2/2017	☐	☐

RESOLUTION 2017-14

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the 2017 State Homeland Security Program Law Enforcement Terrorism Prevention Activities Grant be operated for the 2017 fiscal year; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the FY2017 HS-Homeland Security Grant Program (HSGP) grant application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

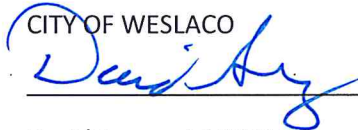
WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the 2017 State Homeland Security Program Law Enforcement Terrorism Prevention Activities Grant to the Office of the Governor.

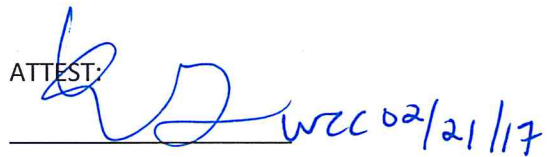
Grant Number: 3357201

Passed and Approved this 21st day of February, 2017

Signed by:

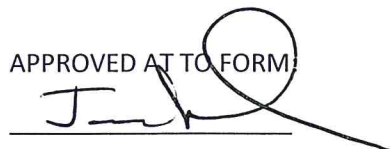
CITY OF WESLACO

David Suarez, MAYOR

ATTEST:


wcc 02/21/17

Elizabeth Walker, City Secretary

APPROVED AT TO FORM:



Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1497	
From: Robert De La Cerda			
Subject: Approval of the Memorandum of Understanding between the constituent agencies of the Texas Anti-gang (TAG) Center - Rio Grande Valley and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)			
Background: If approved the Weslaco Police Department intends to share any and all gang related activity with other members of the (TAG) unit. This combined effort with all participating agencies will help our department combat the shared threat of Criminal Organizations operating in and around our city.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Roxanne Saavedra		Created/Initiated	
Ted Walensky		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: MOU Constituent Agencies of the Texas Anti-Gang Center RGV			
Responsibilities upon Approval: Weslaco police will be responsible for sharing gang information with the (TAG) center.			

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CONSTITUENT AGENCIES
OF THE TEXAS ANTI-GANG (TAG) CENTER
RIO GRANDE VALLEY**

I. Introduction

Due to various factors, the region surrounding and including Hidalgo County, Texas has become a primary center for gangs and other organizations engaged in serious criminal activity. Multiple law enforcement agencies at the federal, state, and local level have responsibility for the investigation and prosecution of these criminal organizations. Cooperation among these different law enforcement agencies in addressing the threat posed by criminal organizations furthers the ability of these agencies to fulfill their mission, which, consequently, furthers the public good. To enhance this cooperation, the agencies listed herein have agreed to establish the Rio Grande Valley ("RGV") Texas Anti-Gang ("TAG") Center. The RGV TAG Center will be a state-of-the-art facility in which representatives from multiple law enforcement agencies will collocate in order to more efficiently and effectively cooperate and collaborate on intelligence, investigatory, and operational activities related to combating the shared threat of criminal organizations operating in and affecting the region.

II. Purpose

- A. The purpose of this agreement is to set forth the terms by which the parties agree to establish a joint physical presence at the RGV TAG Center.
- B. This agreement is not intended as, and should not be construed as, altering or superseding any existing agreement, memorandum, policy, or legal authority concerning any of the parties to this agreement.
- C. This agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof. The participating agencies, their agents, representatives and employees reserve and do not waive, any immunity or similar right to which they are entitled, nor do they waive any provision of the Texas Tort Claims Act or the Federal Tort Claims Act, as applicable. No provision of this agreement that imposes an obligation or restriction on a party not permitted by applicable law shall be enforceable.
- D. As described herein, the RGV TAG Center is established as a common physical environment to facilitate the effective and efficient cooperation and collaboration

between multiple law enforcement agencies with respect to a common subject matter. The TAG Center is a shared project of the individual agencies maintaining a physical presence there, subject to the terms of this agreement, and is not a separate or distinct legal entity, whether agency, office, component, corporation, or otherwise.

III. Mission statement

The mission of the RGV TAG center is to enable the participating agencies to more efficiently and effectively cooperate and collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in our region, by providing a common physical environment equipped with the most advanced technology.

IV. Participation

A. Constituent Agencies. "Constituent Agencies" will be those participating agencies. Other agencies will not be eligible unless added to the list of Constituent Agencies as provided herein pursuant to Section XIV(A). The following agencies are hereby designated as Constituent Agencies:

1. McAllen Police Department (McPD).
2. Hidalgo County Sheriff's Office (HCSO).
3. Texas Department of Public Safety, Region 3 (DPS).
4. Edinburg Police Department (EPD).
5. Mission Police Department (MDP).
6. Pharr Police Department (PPD).
7. San Juan Police Department (SJPd).
8. United States Border Patrol (USBP).
9. United States DOJ FBI – McAllen (FBI).
10. United States DOJ DEA – McAllen (DEA).
11. United States DHS ICE-ERO – San Antonio (ICE).
12. United States DHS ICE – HSI – McAllen (HSI).
13. United States DOJ – ATF – McAllen (ATF).
14. Weslaco Police Department (WPD).
15. Hidalgo County District Attorney's Office – Edinburg (DA).

B. Executive Board Agencies. "Executive Board Agencies" will be Constituent Agencies as designated herein pursuant to Section IV.A.

C. Governing bodies. For purposes of this agreement, the term "governing bodies" includes those bodies specified in this section or subsequently created pursuant to the terms of this agreement that are vested with authority to take actions on behalf of the RGV TAG Center.

1. Executive Board. Ultimate governance of the RGV TAG Center is vested in an

Executive Board, comprised of the principal of each of the Executive Board Agencies, each having an equal vote on all matters before the board. The Executive Board shall designate a member to the Executive Board as the Presiding Principal for one (1) calendar year terms. The board has the authority to take any action with respect to the RGV TAG Center that is not inconsistent with this agreement and applicable law.

- a. Minutes. The Presiding Principal or the RGV TAG Center Administrator, as defined in IV. D. herein, is responsible for ensuring that the Executive Board meetings are recorded, and that the minutes are prepared and maintained. Once approved, meeting minutes and the recording of the meetings will be retained in the RGV TAG Center files as per state retention schedules.
 - b. Availability of Minutes. Approved minutes of the Executive Board meetings will be made available to all participating agencies. All other requests for copies will be submitted in writing to the Presiding Principal or RGV TAG Center Administrator, and approved by the Executive Board.
 - c. Executive Sessions. At times, executive sessions are necessary to discuss sensitive issues. The decision to adjourn into executive session, and participation therein, will be determined by motion and vote of the Executive Board. During executive sessions, no votes, minutes, or recordings will occur.
2. Management Committee. General management of the RGV TAG Center is vested in a Management Committee, which is subordinate to the Executive Board. Each constituent agency shall appoint a senior manager from their respective staff to serve on the committee. Each member of the committee has an equal vote on all matters before the committee. The committee has the authority to take any action with respect to the RGV TAG Center that is not inconsistent with this agreement, applicable law, and/or a decision of the Executive Board. All decisions of the committee are subject to discretionary review by the Executive Board.
 3. Supervisors Working Group. A Supervisors Working Group shall be comprised of the first and second-line supervisors of each participating agency. The purpose of this working group is to provide an established forum wherein issues related to the interaction of the participating agencies can be addressed on an informal basis. The Supervisors Working Group shall not be considered a governing body under this agreement, and shall not have authority to make a binding decision on behalf of the RGV TAG Center.
 4. Other informal working groups. To facilitate a productive and organized

working environment, the Executive Board may choose to form other informal working groups to discuss issues of common interest. No informal working group shall have authority to making a binding decision on behalf of the RGV TAG Center.

- D. Administrator. Subject to availability of funding, the RGV TAG Center shall have an Administrator. The Administrator shall be responsible for overseeing the day to day functions of the RGV TAG Center, including facilities, equipment, and security. The Administrator shall also oversee all reporting in connection with any grant awards and shall perform any other duties assigned to it by the Executive Board. The Administrator shall not direct or have any command authority over any of the participating agencies. The Executive Board shall select or approve the selection of the Administrator. The Executive Board shall also oversee the Administrator's performance.
- E. Participating agency personnel. Each participating agency shall be entitled to have employees or contractors from its respective staff working at the RGV TAG Center in such numbers as are approved by the Executive Board. Individuals working at the RGV TAG Center remain as employees of their respective participating agencies, and are subject to their participating agencies' exclusive control.

V. Commitments of the Participating Agencies

Each Constituent Agency commits to further the mission of the RGV TAG Center by acting with a general spirit of cooperation and collaboration with the other participating agencies on matters related to the RGV TAG Center, and specifically by:

- A. Identifying and pursuing opportunities to improve the sharing of information in its possession that is related to the mission of the RGV TAG Center with other participating agencies;
- B. Identifying and pursuing opportunities to collaborate with other participating agencies on the gathering, analyzing, and reporting of intelligence related to the criminal organizations operating in or affecting the region;
- C. Identifying and pursuing opportunities to coordinate with other participating agencies on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the RGV TAG Center, with the goal of maximizing the disruption of activities that pose a danger to the public, ensuring the successful prosecution of those committing criminal offenses, and increasing intelligence on criminal organizations operating in or affecting the region.

VI. Activities

Notwithstanding any coordination or cooperation that may occur between the Constituent Agencies, any activity related to the mission of the RGV TAG Center that is conducted by any

participating agency, including any individual working at the RGV TAG Center, is performed exclusively pursuant to the respective Constituent Agency's independent authorities (including any separate agreements for creation of joint task forces or similar multi-agency operational units). This agreement does not transfer or bestow any legal authorities to any individual or entity, provide for the deputization of any individual or entity, or establish any unified or shared chain of command. Nothing in this agreement authorizes any participating agency, or any group of participating agencies, to require any other participating agency to undertake any operational, investigatory, or intelligence related activity. Nothing in this agreement should be construed as precluding any participating agency from creating task forces or similar multi-agency operational units through separate agreement.

VII. Information management

- A. Further dissemination of information. Unless otherwise provided for by law or separate agreement, any information shared at or in connection with the RGV TAG Center by any of the participating agencies may not be further disseminated without the express consent of the Constituent Agency from which the information originated.
- B. Information requests. Each Constituent Agency remains individually responsible for processing any external requests for information related to the RGV TAG Center that is directed to it -- whether such request is pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from another participating agency, the participating agency processing the request shall consult with the participating agency from which the information originated prior to releasing the information. The Administrator shall be notified of all information requests related to the RGV TAG Center that are received by any participating agency.
- C. Media Communications. The Executive Board may designate one of the participating agencies or a specific individual to serve as the primary media point of contact for the RGV TAG Center. Such designations may be made on a case by case basis to correspond to specific activities. Any statements or releases of information to the media or responses to media inquiries on behalf of the RGV TAG Center shall be made exclusively by the board-designated point of contact. However, each participating agency may independently make a statement or release of information to the media or respond to media inquiries with respect to any activities of the respective agency that relate to the RGV TAG Center. The RGV TAG Center designated point of contact or Administrator will be advised when such release is to be made by any participating agency.

VIII. Facilities, Equipment, and Supplies

- A. Use and Control. The Executive Board may specify terms or conditions regarding the use and disposition of any facilities, equipment, or supplies that are provided for common use by the participating agencies at the RGV TAG Center, subject,

however, to any existing legal rights regarding the ownership or control of any such facilities, equipment, or supplies. Nothing in this agreement authorizes any participating agency to exercise any control over the property of another participating agency without consent solely because the property is located in the RGV TAG Center.

- B. Security of the RGV TAG facility. Due to the sensitive law enforcement work that is to be performed at the RGV TAG Center, dissemination by the participating agencies (including any employee or contractor thereof) of details regarding the RGV TAG Center that could compromise the security of law enforcement personnel or law enforcement activity, including dissemination of the RGV TAG Center's location, security features, and technological capabilities, should be limited to those individuals with a mission-related need to know. No participating agency may allow the physical presence of any arrestees, suspects, informants, witnesses, or victims at the RGV TAG Center. The Executive Board shall establish procedures for admitting guests to any common areas of the RGV TAG Center.

IX. Funding

- A. RGV TAG Center. Funding for the RGV TAG Center is to be provided through grants, initially by the Office of the Governor's Criminal Justice Division Texas Anti-Gang grant program. Except as otherwise provided in this agreement, no Constituent Agency is obligated to provide funding in support of the RGV TAG Center.
- B. Personnel, Activities, and Basic equipment. Individuals working at the RGV TAG Center remain as employees or contractors of each Constituent Agency, and, as such, the sending agency retains full responsibility for providing any compensation and benefits owed to its personnel for work performed in connection with the RGV TAG Center. Each participating agency shall bear its own costs in performing any activity related to the RGV TAG Center and will not seek reimbursement from any other participating agency. Each participating agency remains responsible for providing at its own cost any basic equipment or supplies to its personnel working at the RGV TAG Center that are necessary for those individuals to perform their duties, to the extent such equipment or supplies are not otherwise provided.
- C. Enhanced Security or Special Equipment. To the extent any Constituent Agency requires its allotted physical space at the RGV TAG Center to be enhanced with additional security features or requires any special equipment or supplies beyond that which is provided to all participating agencies, such enhancements or additional materials shall be provided at the sole cost of the participating agency requiring it.
- D. Compliance with Funding Terms. To the extent any rules or conditions applicable to an award of funds that are used to fund the RGV TAG Center prohibit a governing body from acting directly on any matter, any such action may be performed on

behalf of that governing body by the participating agency that is the recipient of the funding award upon approval of the Executive Board pursuant to the terms of this agreement. Nothing in this paragraph, however, should be construed as prohibiting a participating agency that is the recipient of a funding award from performing any action that is required pursuant to the rules or conditions applicable to that award, even in the absence of approval from the Executive Board.

X. Liability and Indemnification

Each Constituent Agency is responsible for its own actions that are performed in connection with the RGV TAG Center, including that of its personnel. Any liability arising solely from the actions of a Constituent Agency or subgroup of Constituent Agencies shall be borne solely by the Constituent Agency or agencies that performed the action creating the liability.

Any individual requesting indemnification for activity performed in connection with the RGV TAG Center may seek such indemnification only from the Constituent Agency for which that individual is an employee or contractor, pursuant to that agency's policies and procedures, as well as applicable law and regulations.

XI. Lead Organization

Any actions that must be performed on behalf of the RGV TAG Center that are not clearly the responsibility of any individual participating agency and/or cannot be performed by the Administrator shall be, unless otherwise provided by the Executive Board, the responsibility of the McAllen Police Department, as the initial grant recipient.

XII. Effective Date

This agreement shall take effect upon execution by all Constituent Agencies. This agreement may be executed in multiple counterparts and by facsimile transmission or in portable document format ("PDF").

XIII. Amendments and Termination

Any amendments to this agreement must be in writing and signed by all Constituent Agencies. This agreement shall remain in effect until terminated in accordance with Section XV of this agreement.

XIV. Addition to and Withdrawal from the RGV TAG Center

- A. Additions. Additional agencies may be invited to become Constituent Agencies of the RGV TAG Center with the unanimous approval of the Executive Board. Any additions to the list of Constituent Agencies provided herein may occur by written addendum to this agreement signed by all Constituent Agencies then existing and the joining agency, rather than through amendment to this agreement. In the event any

additional agency agrees to be a participating agency of the RGV TAG Center, the joining agency shall be considered a participating agency for purposes of this agreement, any reference to participating agency in this agreement shall be construed as including the joining agency, and any policies or procedures previously adopted and applicable to all participating agencies shall be equally applicable to the joining agency.

- B. Withdrawal. Any of the Constituent Agencies may withdraw from the RGV TAG Center upon thirty (30) days written notice to the Executive Board. Upon the effective date of the withdrawal, the withdrawing agency shall no longer be considered a Constituent Agency for purposes of this agreement, and any reference to participating agency in this agreement shall be construed as not including the withdrawn agency. Any withdrawing agency also shall return or surrender to the RGV TAG Center any RGV TAG Center-provided equipment or supplies upon the effective date of the withdrawal.

XV. Duration of the RGV TAG Center

The RGV TAG Center shall continue in effect until dissolved by any of the following actions:

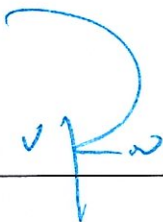
- A. Written agreement signed by all Constituent Agencies;
- B. Operation of law; or
- C. The passage of three (3) years' time following the effective date of this agreement, unless the Constituent Agencies extend the duration of the RGV TAG Center, which may occur by a written addendum to this agreement signed by all Constituent Agencies.

* * *

EXECUTED this 19th day of January 2018,

McAllen Police Department.

BY:



Signature

Victor Rodriguez

Printed Name

Chief of Police

Title

EXECUTED this _____ day of _____, 2018,

Texas Department of Public Safety, Region 3.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

Hidalgo County Sheriff's Office.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

Edinburg Police Department.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

Mission Police Department.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

Pharr Police Department.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

San Juan Police Department.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

US DOJ FBI – McAllen, Texas.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

United States Border Patrol.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

US DOJ DEA – McAllen, Texas.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

US DHS ICE-HSI – McAllen, Texas.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

US DOJ ATF – McAllen, Texas.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

Weslaco Police Department, Weslaco, Texas.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

Hidalgo County District Attorney, Edinburg, Texas.

BY:

Signature

Printed Name

Title



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1503	
From: Robert Lopez			
Subject: Approval of Resolution 2018-06 authorizing to apply for the 2018-2019 Justice Assistance Grant Program (Grant #3526101) to purchase an evidence collection van in an amount not to exceed \$72,640.00 with no local match required and authorize the Mayor to execute any related documents. (Staffed by the Police Department)			
Background: The purpose of the Justice Assistance Grant Program is to promote public safety, reduce crime, and improve the criminal justice system. The Justice Assistance Grant Program allows the purchase of equipment and technology to meet these goals.			
Funding Source (budget code, if applicable): Office of the Governor - Criminal Justice Division			
Amount: \$72,640.00		Term of Impact: 12 Months	Identified in Current Budget: No
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):			
Robert Lopez		Created/Initiated	
Ted Walensky		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: JAG Progrant Overview, Resolution 2018-06			
Responsibilities upon Approval: The Weslaco PD will be responsible for grant compliance and to ensure that the goals and objectives of the grant are met.			

Justice Assistance Grant (JAG) Evidence Collection Van

Grant Details

Funding Announcement	Justice Assistance Grant Program
Grant Name	Weslaco PD Evidence Vehicle
Grant Number	3526101
Grant Source	Officer of the Governor – Criminal Justice Division
Purpose	To promote public safety, reduce crime, and improve the criminal justice system

Program Specific Details

Action	Date	Notes/Completed/Approved
Online System Opening Date	12/18/17	
Final Date to Submit Application	02/20/2018 at 5:00 pm CST	
Earliest Project Start Date	10/01/2018	
Latest Project Start Date	12/01/2018	
Project End Date	09/30/2019	
Submitted for Admin. Approval	01/22/2018	
Submitted to Finance	01/23/2018	
Commission Meeting	02/06/2018	
Civic Clerk (Board sync) Cut off	01/26/2018	
Placed on Consent Agenda	01/24/2018	

Funding and Reporting Details

Category	Detail	Notes/Completed/Approved
Funds Available	Up to \$12 Million	
Budget Minimum	\$10,000	
Budget Maximum	None	
Match Requirement	No Match Required	
Project Cost	\$72,640.00	
Match Cost	\$0.00	
Project Period	May not exceed 12 months	
Program Income Method	Deduction (if applicable)	
Funding Source	Federal: Authorized under the Edward Byrne Memorial Justice Assistance Grant program (JAG), 42 USC 3751 (a)	
Financial Reporting	At least quarterly, submitted via Financial Status Reports in eGrants.	
Progress Reporting	Quarterly, submitted via the Public Policy Research Institute at Texas A&M University.	

Due 2/20/18

1st



- ① Evidence Collection Van
- ② ~~Rapid Deployment Vehicle~~

Office of the Governor

Criminal Justice Division

Funding Announcement:

Justice Assistance Grant Program

December 1, 2017

Opportunity Snapshot

Below is a high-level overview. Full information is in the funding announcement that follows.

Purpose

The purpose of this program is to promote public safety, reduce crime, and improve the criminal justice system.

Eligible Purpose Areas

Projects must fall under one of four categories: Prevention or Intervention, General Criminal Justice System Support, Targeted Criminal Justice Response, and Recidivism Reduction.

Organizational Eligibility

Applications may be submitted by state agencies, public and private institutions of higher education, independent school districts, Native American tribes, councils of government, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

Project Periods

Continuation projects may not exceed a 12-month period.

Budget

The minimum allowed under this program is \$10,000 and there is no maximum funding request.

Match

There is no match requirement under this program.

Process

Applications under this funding announcement must be submitted in eGrants at: eGrants.gov.texas.gov

Timelines

Action	Date
Funding Announcement Release	12/01/2017
Online System Opening Date	12/18/2017
Final Date to Submit an Application	02/20/2018 at 5:00PM CST
Earliest Project Start Date	10/01/2018
Latest Project Start Date	12/01/2018

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

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Justice Assistance Grant Program

Overview of Application Process

Applicants should carefully review the application process as outlined below. CJD will not consider applications that fail to adequately address the application requirements and prompts, including those that have been previously approved for funding and/or are recommended for funding by local Criminal Justice Advisory Committees.

☐ **Step 1 – Review eligibility and requirements:**

- The Eligibility section outlines who may apply, which purpose areas will be considered, and the expenses and activities eligible to be included.
- The Program-Specific Details section has information on timelines, reporting, and funding.
- The Standard CJD Requirements section addresses application and project requirements.

☐ **Step 2 – Contact your regional criminal justice planner (local and regional projects only):** The regional Council of Governments' (COG) Criminal Justice Advisory Committee will review local and regional applications first, and some COGs have additional, mandatory application procedures. Applicants should contact their COG's criminal justice planner early as possible. A directory is available at <http://txregionalcouncil.org/regional-programs/criminal-justice/cjcontacts/>.

☐ **Step 3 – Develop your project:** Before starting your application, applicants should develop a concrete understanding of their project and read CJD's *Developing a Good Project Narrative* at <http://gov.texas.gov/cjd/resources>, which details how to explain:

- **What the project will accomplish:** What problem will the project solve? Who is the targeted population to serve and/or prosecute? What does success look like and how do you measure it?
- **How the project will help:** What specifically will you do? What standards or evidence says it's an effective approach? What capabilities are needed to succeed?
- **What is required for success:** What resources (including funding) does the project require?

☐ **Step 4 - Apply in eGrants:** Compile and submit your grant application via eGrants, at <http://eGrants.gov.texas.gov>. For more instructions and information, see *How to Apply for a CJD Grant*, available at <http://gov.texas.gov/cjd/resources>.

☐ **Step 5 - Funding Decisions and Grant Acceptance:** Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

Application Resources

CJD has published several resources to assist applicants in understanding and applying for funding, all of which can be found at <http://gov.texas.gov/cjd/resources>

- ***Developing a Good Project Narrative:*** Guidance on how to formulate an effective project, and how to communicate it clearly in the application's narrative prompts.
- ***How to Apply for a CJD Grant:*** Instructions on how to file an application in eGrants.
- ***Guide to Grants:*** CJD policies and guidance on common grant issues.
- ***Grantee Conditions and Responsibilities:*** A compendium of CJD and Homeland Security Grants Division policies for all grantees.
- ***Standard Certifications and Requirements:*** CJD's standard requirements that the Authorized Official must certify upon applying for a grant.
- ***CJD Grant Activities and Measures:*** A reference for applicants on the activities allowed for different project types and the measures associated with each.

Eligibility

Eligible Organizations

Applications may be submitted by state agencies, public and private institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Eligible Activities and Costs

The following list of eligible and ineligible activities and costs apply generally to all projects under this announcement, unless otherwise noted in the purpose area-specific sections below. For definitions, see *CJD Grant Activities and Measures* (available at <http://gov.texas.gov/cjd/resources>)

Eligible:

1. General law enforcement or public safety;
2. Targeted prosecution or investigation;
3. Training, professional development, or technical assistance received (training performed for grantee employees or volunteers, by in-house employees or outside trainers);

CJD Funding Announcement: Justice Assistance Grant Program

4. Training, professional development, or technical assistance provided (training performed for others outside of the organization, by the grantee);
5. Equipment and technology;
6. Program evaluation and assessment;
7. Casework, non-licensed counseling, individual advocacy, or other support;
8. Counseling or treatment for substance abuse;
9. Counseling, therapy, or other care performed by a licensed professional;
10. Instruction and support for academic programs;
11. Instruction and support for employment or the workforce;
12. Instruction and support for life, social, or emotional skills;
13. Materials or curriculum development; and
14. Research or statistical activities.

Ineligible:

Projects funded under this announcement may not be used to support the unallowable services, activities, and costs listed in the *Guide to Grants* (available at <http://gov.texas.gov/cjd/resources>) and:

1. Body-worn cameras (funding for body-worn cameras is available under the Body-Worn Camera Program);
2. Rifle-resistant body armor (body armor of Type III and below are eligible);
3. Construction, renovation, or remodeling;
4. Medical services;
5. Security enhancements or equipment for non-governmental entities not engaged in criminal justice or public safety;
6. Non-law enforcement vehicles or equipment for government agencies that are for general agency use;
7. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training;
8. Equipment, supplies, and other direct costs associated with processing DNA evidence;
9. Law enforcement equipment that is standard department issue (not including body armor);
10. Costs associated with implementing the National Incident-Based Reporting System (NIBRS) (*agencies seeking funds for NIBRS projects should apply for funding under the NIBRS funding announcement*);
11. Automated license plate readers, cell-site simulators, drones, or other surveillance equipment that may infringe upon the civil liberties of Texans;
12. Activities or costs in support of Operation Borderstar (*agencies seeking such funding should apply under Homeland Security and Grants Division funding announcements*);
13. Any other prohibition imposed by federal, state or local law or regulation.

Items on the Department of Justice controlled purchase list (available at <http://www.bja.gov/Funding/JAGControlledPurchaseList.pdf>) will be approved on a case-by-case basis and at the sole discretion of CJD. Including such items in the application may result in the delay or denial of applications.

Eligible Purpose Areas

Applications must designate their project as falling under one of the below four categories of purpose areas:

- **General Justice System Support**
- **Targeted Criminal Justice Response**
- **Recidivism Reduction**
- **Prevention or Intervention**

Applications must also contain target measures that demonstrate the scope of the project. These targets will be one measure of project success and grantees will be required to report periodic progress towards them. Each of the purpose areas and sub-categories have measures that correspond to them and specific activities. For a list of the measures and activities for this funding announcement, see *CJD Grant Activities and Measures*, available at <http://gov.texas.gov/cjd/resources>.

General Justice System Support

General Justice System Support projects have a goal of improving general effectiveness or efficiency of components of the criminal justice system. Projects that target specific crimes or criminal elements should be submitted under "Targeted Criminal Justice Response".

Projects should fall under these sub-categories:

- **Operational Support.** These projects will improve the general capacity and capability of criminal justice agencies through direct support of operations, including training and equipment. Examples: 1) A project to provide de-escalation training for law enforcement officers; 2) A project to purchase mobile data terminals to give law enforcement officers access to information while in the field.
- **Administrative Support.** These projects will improve the efficiency of criminal justice agencies in performing administrative functions. Examples: 1) A project to overhaul a police department's workflow and processes for crime reporting; 2) A project to purchase record management system software for a court or law enforcement agency.

Targeted Criminal Justice Response

Targeted Criminal Justice Response projects respond to specific crimes or criminal elements, with the ultimate goal of increasing the successful prosecutions of those crimes. Applications for these projects should clearly define the targeted set of crimes or criminal elements, have data on the severity of the problem, and how the project will identify and pursue offenders.

Projects should fall under these sub-categories:

- **Targeted Investigations.** These projects increase successful clearances for targeted sets of crime. Example: A project to conduct proactive investigations on a specific type of crime such as human trafficking, gang activity, or domestic violence.
- **Specialized Prosecutions.** These projects increase successful prosecutions (including convictions, deferred adjudications, and diversions) for targeted sets of crimes. Example: A project to provide a specialized prosecutor for child abuse, human/drug trafficking, or sexual assault.
- **Operational Support:** These projects will improve the general capacity and capability of targeted criminal justice responses through direct support of investigations or prosecutions, including equipment and training. Examples: 1) A project that replaces and/or upgrades forensic equipment used in the investigation or prosecution of specific crimes; 2) A project to provide targeted training for law enforcement officers on forensics, human trafficking, highway interdiction, gangs, border patrol, and drug trafficking; 3) A project to provide analysis of sexual assault forensic evidence kits to reduce a backlog.
- **Administrative Support.** These projects will improve the efficiency of criminal justice agencies in administrative functions supporting targeted responses to crime. Example: A project that provides equipment replacement and/or upgrades that improve efficacy and efficiency of targeted crime investigations such as evidence management software.

Recidivism Reduction

Recidivism reduction projects have an ultimate goal of reducing crimes committed by offenders.

Projects should fall under these sub-categories:

- **Diversion and Community Supervision.** These projects prevent recidivism among non-incarcerated offenders, including those enrolled in specialty court programs. Examples: 1) A project that provides increased case management and supervision for individuals on probation; 2) A project to provide substance abuse treatment to an individual enrolled in a specialty court program.
- **Re-entry.** These projects prevent recidivism among offenders who will – or have already – returned to the community after a sentence of incarceration. Examples: 1) A project that provides after-care for offenders who received substance abuse treatment while in jail; 2) A project to provide job training to offenders who are currently incarcerated.

Prevention or Intervention

Prevention or Intervention projects reduce criminal or delinquent behavior and opportunities to commit crime, with the goal of reducing criminal offenses.

Projects should fall under these sub-categories:

- **Criminal and Delinquent Behavior Prevention.** These projects work with individuals at-risk of criminal or delinquent behavior. Example: A community-based program that provides early intervention services to individuals at risk of becoming involved in the criminal justice system.

- **Public Safety and Security Awareness.** These projects intervene with potential victims to reduce opportunities to commit crime. Examples: 1) A project that performs outreach to at-risk youth who may potentially become victims of sex trafficking; 2) A project to reduce drug dealing at residential rental properties by improving property management practices.

Program-Specific Details

Timeline

Action	Date
Funding Announcement Release	12/01/2017
Online System Opening Date	12/18/2017
Final Date to Submit an Application	02/20/2018 at 5:00PM CST
Earliest Start Date	10/01/2018
Latest Start Date	12/01/2018

Funding and Reporting Details

Category	Detail
Funds Available	Up to \$12 million ¹
Budget Minimum	\$10,000
Budget Maximum	None
Match Requirement	No match required
Project Period	May <i>not</i> exceed 12 months
Program Income Method	Deduction (if applicable)
Funding Source	Federal: Authorized under the Edward Byrne Memorial Justice Assistance Grant Program (JAG), 42 U.S.C. 3751(a).
Financial Reporting	At least quarterly, submitted via Financial Status Reports in eGrants
Financing Method	Reimbursement-for-costs basis
Progress Reporting	Quarterly, submitted via the Public Policy Research Institute at Texas A&M University at http://cjd.tamu.edu ²

1) Awards are funded through a federal government award and appropriated by Congress. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

2) CJD may require additional reporting through a condition of funding, as needed.

Standard CJD Requirements

When accepting an award under this funding announcement, the grantee agrees to comply with a variety of state and federal laws and regulations, including requirements related to Uniform Crime Reports, criminal history reporting, and immigration and customs enforcement requests. For more information see the following documents, available at <http://gov.texas.gov/cjd/resources>.

- *Standard Certifications and Requirements*
- *Grantee Conditions and Responsibilities*
- *Guide to Grants*

Selection Process

Application Screening: CJD will screen all applications to ensure that they meet the requirements included in the funding announcement. Applications that meet those requirements will move forward to the merit review phase.

Merit Review – Local Projects: Projects with a local impact will be reviewed by a panel appointed by the local Council of Governments using their own criteria. The merit review panels will assess the applications for quality and rank by priority, and then report their findings to the CJD executive director.

Merit Review – Statewide Projects: Projects with a statewide impact will be reviewed by a panel appointed by the CJD executive director in an effort to prioritize funding. The merit review panel will assess and score each application on a 100-point scale, and then report its findings to the executive director. Scores will be based on standard criteria. For more information, see *How to Apply for a CJD Grant*, available at <http://gov.texas.gov/cjd/resources>.

Final Decisions – All Projects: The executive director will consider merit review rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, CJD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

CJD may not fund all applications or may only award part of the amount requested. Per Rule 3.9 of the Texas Administrative Code, all funding decisions made by the executive director are final and are not subject to appeal. The receipt of an application by CJD does not obligate CJD to fund the grant or to fund it at the amount requested.

Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice or a preliminary decision notification or final grant award. Release of final grant awards for federally funded programs are always contingent on CJD's receipt of the federal grant award for that program and CJD cannot release or guarantee funding to any applicant until it has received and accepted the federal award and a determination is made that adequate funding is available.

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where we are always ready with answers, not burdensome restrictions or requirements.

CJD will make over \$275 million in funding available to hundreds of organizations during state fiscal year 2018 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.



PRICE QUOTATION

612 Gravelly Hollow Road, Medford, New Jersey 08055

Phone: (609) 654-0777 - (800) 545-7375

Fax: (609) 654-7869

Website: www.sirchie.com

Customer Info:		Date:	1/10/2017
Name:	Weslaco Police Department	Quote No.	1332
Address:	901 N. Airport Road		
City, State, Zip:	Weslaco, Texas 78599		
Attn:	Robert lopez	Prepared By:	SM
Phone:	956-451-8037		
E-Mail:	rlopez@weslacotx.gov		

Quantity	Catalog Number & Description	Unit Price	TOTAL
1	SPAR500 Evidence Collection Vehicle	\$ 69,950.00	
1	Roof Mounted 15,000 BTU Air Conditioner	\$ 1,625.00	
1	(1) Auxiliary Battery	\$ 1,065.00	
	* Please note that training is included in the base vehicle price for (1) One Officer at our North Carolina Facility. A second officer can attend the training classes at no cost to the department * The forensic kits are included with the vehicle base price with the exception of the optional kits listed in this price quote		
	Total Cost SPAR500 Weslaco PD:		\$ 72,640.00
	FOB Medford, NJ		

Payment Details:	
Validity:	120 Days
Terms:	Net 30
Delivery	To Be Scheduled

RESOLUTION NO. 2018-06

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the Justice Assistance Grant Program – Weslaco PD Evidence Vehicle Grant be operated for the fiscal year 2018; and

WHEREAS, The City of Weslaco agrees to provide required matching funds for the said project as required by the Office of the Governor Criminal Justice Division Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Justice Assistance Grant Program – Weslaco PD Evidence Vehicle Grant to the Office of the Governor.

Grant Number: 3526101

Passed and Approved this 6th day of February 2018.

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1505	
From: Robert Lopez			
Subject: Approval of Resolution 2018-07 authorizing to apply for the 2018-2019 State Homeland Security Program LETPA Grant (Grant #3538301) to purchase a high risk warrant vehicle in an amount not to exceed \$88,950.00 with no local match requirement and authorize the Mayor to execute any related documents. (Staffed by the Police Department)			
Background: Office of the Governor - Homeland Security Grants Division offers grant funding to improve the ability of jurisdictions to prevent a threatened or an actual act of terrorism; and/or protect its citizens, residents, visitors and assets against the greatest threats and hazards.			
Funding Source (budget code, if applicable): Homeland Security Grant Program			
Amount: \$88,950.00		Term of Impact: 12 months	Identified in Current Budget: No
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):			
Robert Lopez		Created/Initiated	
Ted Walensky		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: Grant Overview, Resolution 2018-07			
Responsibilities upon Approval: The Weslaco Police Department will be responsible for grant administration and ensure that grant goals and requirements are met.			

2018 Homeland Security Program - LETPA

Grant Details

Funding Announcement	SHSP-Law Enforcement Terrorism Prevention Activities
Grant Name	Weslaco High Risk Warrant Vehicle
Grant Number	3538301
Grant Source	Officer of the Governor – Criminal Justice Division
Purpose	To support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens.

Program Specific Details

Action	Date	Notes/Completed/Approved
Online System Opening Date	12/15/2017	
Final Date to Submit Application	02/28/2018 at 5:00 pm CST	
Earliest Project Start Date	09/01/2018	
Latest Project End Date	03/01/2019	
Project End Date	09/30/2019	
Submitted for Admin. Approval	01/23/2018	
Submitted to Finance	01/23/2018	
Commission Meeting	02/06/2018	
Civic Clerk (Board sync) Cut off	01/26/2018	
Placed on Consent Agenda	01/24/2018	

Funding and Reporting Details

Category	Detail	Notes/Completed/Approved
Funds Available	Up to \$2 Million	
Budget Minimum	\$2,500	
Budget Maximum	None	
Match Requirement	None	
Project Cost	\$88,950.00	
Match Cost	\$0.00	
Project Period	May not exceed 12 months	
Program Income Method	Deduction (if applicable)	
Funding Source	Funds are authorized under Section 2002 of the Homeland Security Act of 2002.	
Financial Reporting	At least quarterly, submitted via Financial Status Reports in eGrants.	
Progress Reporting	Via eGrants	



Office of the Governor – Homeland Security Grants Division
2018 State Homeland Security Program (SHSP)
Request for Applications (RFA) for
Law Enforcement Terrorism Prevention Activities (LETPA)

Due 2/28/17
5pm
3rd

Deployment van

The Homeland Security Grants Division (HSGD) of the Governor's Office is soliciting applications for projects that support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. HSGD provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

Purpose: Per Congressional mandate (911 Act), twenty-five percent (25%) of the combined Homeland Security Grant Program funding must be spent on Law Enforcement Terrorism Prevention Activities (LETPA). The purpose of this solicitation is to support state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and provide law enforcement and public safety communities with funds to support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

The SHSP-LETPA is intended to support investments that improve the ability of jurisdictions to:

- **Prevent** a threatened or an actual act of terrorism; and/or
- **Protect** its citizens, residents, visitors, and assets against the greatest threats and hazards.

Prevention is defined as the capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Available Funding: Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). State Homeland Security Program (SHSP) funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Funding Levels:

Minimum: \$2,500

Maximum for Local and Regional projects: None

Maximum for State Agency projects: None. However, it should be noted that HSGD expects to make available approximately \$2 million dollars to state agencies in support of 10 – 20 projects under this solicitation and the SHSP Regular solicitation.

Maximum for Urban Area Security Initiative (UASI) jurisdictions that did not receive a direct allocation from the Federal Emergency Management Agency (FEMA): \$450,000 for Fusion Center projects.

Match Requirement: None

HSGD Funding Announcement: 2018 State Homeland Security Program (SHSP-L)

Standards: Grantees must comply with the requirements applicable to this funding source cited in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* for Federal Awards (2 CFR 200); and all statutes, requirements, and guidelines applicable to this funding.

Prohibitions: Grant funds may not be used to support the following services, activities, and costs:

- 1) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- 2) lobbying;
- 3) any portion of the salary of, or any other compensation for, an elected or appointed government official;
- 4) vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention and protection (i.e. mobile data terminals, body cameras, in-car video systems, radios, or radar units, etc. for officers assigned to routine patrol; general firefighting equipment or uniforms);
- 5) weapons, ammunition, tasers, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
- 6) admission fees or tickets to any amusement park, recreational activity or sporting event;
- 7) promotional gifts;
- 8) food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
- 9) membership dues for individuals;
- 10) any expense or service that is readily available at no cost to the grant project;
- 11) any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- 12) fundraising;
- 13) legal services for adult offenders;
- 14) amateur radios and equipment, FMS radios, GMRS radios, or other radio equipment that is not P25 compliant;
- 15) regular or preventative maintenance of communications equipment or infrastructure; and
- 16) any other prohibition imposed by federal, state, or local law.

Eligible Applicants:

- 1) State agencies;
- 2) Regional councils of governments
- 3) Units of local government;
- 4) Nonprofit organizations;
- 5) Universities or Colleges; and
- 6) Federally recognized Native American tribes.

HSGD Funding Announcement: 2018 State Homeland Security Program (SHSP-L)

Eligible Activities:

- 1) Grant projects must be consistent with the Federal Emergency Management Agency (FEMA) Information Bulletin (IB) 412 which discusses eligible activities outlined in:
 - a. The National Prevention Framework;
 - b. The National Protection Framework where capabilities are shared with the prevention mission area;
 - c. Section 2006 of the Homeland Security Act of 2002, as amended; and
 - d. The FY 2007 Homeland Security Grant Program Guidance and Application Kit.
- 2) Grant projects must address one of the following approved activity areas:
 - a. Fusion Centers
 - i. Funding support for a recognized fusion center (please refer to <http://www.dhs.gov/fusion-center-locations-and-contact-information>).
 - ii. Must directly align to any capability gaps identified (if applicable) and leverage the data the fusion center used to complete DHS's annual Fusion Center Assessment of the national network.
 - iii. Facilitating the implementation of plans and procedures to work in conjunction with the Texas Joint Crime Information Center, and achieve and maintain baseline capabilities for Major Urban Area Fusion Centers.
 - iv. Implementing suspicious activity reporting tools for fusion centers.
 - v. Urban Areas Security Initiative jurisdictions that are no longer separately funded will be allowed to submit a request for the Regionally Recognized Fusion Center in their jurisdiction directly to HSGD.
 - b. Intelligence and Information Sharing (Non-Fusion Center requests)
 - i. Identifying, developing, providing, and sharing timely, accurate, and actionable information, data, or knowledge among government or private sector entities.
 - ii. Enabling interdiction and disruption of terrorist activity through enhanced understanding and recognition of pre-operational activity and other crimes that may be precursors or indicators of terrorist activity.
 - iii. Paying for personnel or contractors to serve as qualified intelligence analysts and/or to participate in information, investigative, and intelligence sharing activities specifically related to homeland security.
 - iv. Assessing threat information to inform continued prevention operations and ongoing response activities.
 - v. Implementing and maintaining suspicious activity reporting initiatives.
 - vi. Implementing or sustaining public information and warning systems to relay information regarding terrorism threats.
 - c. Interoperable Communications
 - i. Building capabilities to meet P-25 standards.
 - ii. Sustaining existing capabilities (e.g. life cycle replacement of equipment primarily used for LETPA).
 - iii. Projects must enhance current capabilities or address capability gaps identified by the Texas Department of Public Safety (DPS) or Texas Interoperable Communications Coalition (TxICC) in either the Texas Statewide Interoperability Plan (SCIP) or DPS Report on Interoperable Communications to the Texas Legislature. Note: Projects to increase voice

- communications interoperability for counties with the lowest interoperability levels are preferred over other types of communications projects.
- iv. Prior to purchase, planned expenditures must receive validation from the Statewide Interoperability Coordinator (SWIC).
 - v. Projects for the purchase of radios and similar equipment are only permitted under LETPA when the equipment is for members of special teams and the project narrative outlines how the teams will use the equipment for terrorism prevention/protection activities. Note: Radios purchased must: a) follow the Statewide Radio ID Management Plan; b) be programmed following the Statewide Interoperability Channel Plan, and c) include encryption options capable of Advanced Encryption Standard (AES) encryption, IF encryption is being purchased.
- d. Special Response Teams and First Responder Capabilities (including Border Security capabilities)
- i. Sustaining and enhancing capacity to detect chemical, biological, radiological, nuclear and explosive (CBRNE) devices or weapons of mass destruction (WMD).
 - ii. Sustaining and enhancing tactical teams including HAZMAT response and decontamination, Urban Search and Rescue, and SWAT.
 - iii. Sustaining equipment needs, including personal protective equipment, WMD pharmaceuticals, calibration and maintenance for WMD-related detection and identification systems, and closely related investments to update or sustain current equipment.
 - iv. Sustaining and enhancing efforts to delay, divert, intercept, halt, apprehend, or secure threats or hazards.
 - v. Coordinating regional training exercises with federal, state and local law enforcement participation focused on responding to terrorism-related events and increasing participation with community and business organizations.
 - vi. Identifying or locating terrorists through active and passive surveillance and search procedures including systematic examinations and assessments, bio-surveillance, sensor technologies, or physical investigation and intelligence.
- e. State, Regional and Local Planning
- i. Developing state and regional risk and preparedness assessments.
 - ii. Core capability development planning, to include typing and tracking of equipment and special response teams.
 - iii. Planning and executing training and exercises focused on law enforcement terrorism prevention.
 - iv. Multi-jurisdictional operational planning to include plans for regional operational coordination of terrorism prevention, protection, and response capabilities.
 - v. Maintaining or updating Emergency Operations Plans, consistent with guidance in CPG 101.v2 and the whole community approach to security and emergency management.
 - vi. Planning for continuity of operations.
- f. Operational Coordination
- i. Establishing and maintaining a unified and coordinated operational structure and process that integrates critical stakeholders.

HS GD Funding Announcement: 2018 State Homeland Security Program (SHSP-L)

- ii. Implementing WebEOC and other situational awareness and decision support tools.
 - iii. Enhancing emergency operations centers.
 - iv. Conducting or participating in incident management training and/or exercises.
- g. Critical Infrastructure
 - i. Implementing target hardening and other measures associated with increased security at critical infrastructure sites including backfill and overtime to staff emergency operations centers and contracted security at critical infrastructure sites.
 - ii. Assessing critical infrastructure vulnerabilities and interdependencies, particularly those involving multiple sites and/or sectors.
- 3) All capabilities being built or sustained must have a clear linkage to one or more of the following Core Capabilities in the National Preparedness Goal: Planning, Public Information and Warning, Operational Coordination, Intelligence and Information Sharing, Interdiction and Disruption, Screening, Search, and Detection, and Forensics and Attribution.
- 4) Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.

Eligibility Requirements:

- 1) Grantees are required to maintain adoption and implementation of the National Incident Management System (NIMS). The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.
- 2) Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period and must be at least at the Intermediate Level. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@dps.texas.gov.
- 3) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2012 through 2016. This requirement must be met by August 1, 2018.
- 4) Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

HSGD Funding Announcement: 2018 State Homeland Security Program (SHSP-L)

- 5) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
- 6) Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/> and maintain an active registration throughout the grant period.
- 7) Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Project Period: Grant-funded projects must begin between September 1, 2018 and March 1, 2019, and expire on or before August 31, 2020. Additional guidelines are noted below:

- 1) Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs do not overlap with the project periods of previous or future grant awards with the same costs.
- 2) Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs are on a 12 **or** 24-month grant cycle/performance period.
- 3) Project periods for equipment only projects are generally awarded for a 6 to 12 month grant period.
- 4) HSGD will consider proposed start or end dates falling outside of these guidelines on a case-by-case basis.

Application Process:

- 1) For eligible local and regional projects:
 - a) Applicants must contact their applicable regional council of governments (COG) regarding their application.
 - b) Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.
- 2) UASI jurisdictions that do not receive a direct allocation from the Federal Emergency Management Agency may submit an application directly to HSGD for a Regionally Recognized Fusion Center project.
- 3) State agencies may submit applications directly to HSGD.
- 4) All applicants must access HSGD's grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

NOTE: Applicants must upload the required Texas Direct Deposit Authorization Form, Texas Application for Payee Identification Number Form, and IRS W9 Form for each application prior to submission. The eGrants system will not allow an application submission until these forms are attached to the application. These forms are available at <https://egrants.gov.texas.gov/updates.aspx> under the Financial Management section of "Forms and Guides" or by clicking on the hyperlinks above.

Closing Date for Receipt of Applications: All applications must be certified via HSGD's grant management website on or before February 28, 2018 by 5:00 PM CST.

HSGD Funding Announcement: 2018 State Homeland Security Program (SHSP-L)

Selection Process:

- 1) For eligible local and regional projects:
 - a) The COG's homeland security advisory committee will prioritize all eligible applications based on state priorities, the regional risk-informed methodology, cost and program effectiveness.
 - b) HSGD will accept priority listings that are approved by the COG's executive committee.
 - c) HSGD will make all final funding decisions based on eligibility, COG priorities, reasonableness, availability of funding, and cost-effectiveness.
- 2) For state discretionary projects, applications will be reviewed by HSGD staff members or a review group selected by the director. HSGD will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

Contact Information: For technical assistance or additional information, contact HSGD at eGrants@gov.texas.gov or (512) 463-8382.



Customer Info:			
Name:	Weslaco Police Department	Date:	12/22/2017
Address:	901 N. Airport Road	Quote No.	1717
City, State, Zip:	Weslaco, Texas 78599		
Attn:	Robert Lopez	Prepared By:	SM
Phone:	956-451-8037		
E-Mail:	rlopez@weslacotx.gov		

<u>Payment Details:</u>	
Validity:	180 Days
Terms:	Net 30
Delivery	To Be Scheduled

RESOLUTION NO. 2018-07

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Texas, that the Weslaco High Risk Warrant Vehicle Grant be operated for the 2018; and

WHEREAS, The City of Weslaco agrees to provide applicable matching funds for the said project as required by the Homeland Security Grant Program grant application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates City of Weslaco Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Weslaco High Risk Warrant Vehicle Grant to the Office of the Governor.

Grant Number: 3538301

Passed and Approved this 6th day of February 2018.

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1507	
From: Robert Lopez			
Subject: Approval of Resolution 2018-08 authorizing to apply for the 2018 State Homeland Security Program - Regular Projects to purchase twelve (12) portable radios and related equipment in an amount not to exceed \$55,755.58 with no local match required and authorize the Mayor to execute any related documents. (Staffed by the Weslaco Police Department)			
Background: State Homeland Security Program provides funding in support of state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. Funding can be used to purchase radio equipment. The Weslaco Police department plans to apply for funding to purchase 12 additional radios to be used during emergency situations or large scale events.			
Funding Source (budget code, if applicable): Office of the Governor - Homeland Security Grant Program			
Amount: \$55,755.58		Term of Impact: 12 months	Identified in Current Budget: No
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):			
Robert Lopez		Created/Initiated	
Ted Walensky		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: Grant Overview, Resolution 2018-08			
Responsibilities upon Approval: The Weslaco Police Department will be responsible for grant administration and compliance. Weslaco PD requests the assistance of the Finance Department with Financial Report submission.			

2018 Homeland Security Program – Regular Projects Weslaco Emergency Radios

Grant Details

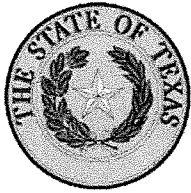
Funding Announcement	State Homeland Security Program – Regular Projects
Grant Name	Weslaco Emergency Radios
Grant Number	3538501
Grant Source	Officer of the Governor – Criminal Justice Division
Purpose	To support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens.

Program Specific Details

Action	Date	Notes/Completed/Approved
Online System Opening Date	12/15/2017	
Final Date to Submit Application	02/28/2017 at 5:00 pm CST	
Earliest Project Start Date	09/01/2018	
Latest Project End Date	03/01/2019	
Submitted for Admin. Approval	01/23/2018	
Submitted to Finance	01/23/2018	
Commission Meeting	02/06/2018	
Civic Clerk (Board sync) Cut off	01/26/2018	
Placed on Consent Agenda	01/24/2018	

Funding and Reporting Details

Category	Detail	Notes/Completed/Approved
Funds Available	Up to \$2 Million	
Budget Minimum	\$2,500	
Budget Maximum	None	
Match Requirement	None	
Project Cost	\$55,755.58	
Match Cost	\$0.00	
Project Period	May not exceed 12 months	
Program Income Method	Deduction (if applicable)	
Funding Source	Funds are authorized under Section 2002 of the Homeland Security Act of 2002.	
Financial Reporting	At least quarterly, submitted via Financial Status Reports in eGrants.	
Progress Reporting	Via eGrants	



Office of the Governor – Homeland Security Grants Division 2018 State Homeland Security Program (SHSP) Request for Applications (RFA) for Regular Projects

The Homeland Security Grants Division (HSGD) of the Governor's Office is soliciting applications for projects that support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. HSGD provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

Purpose: The purpose of this solicitation is to support state, tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

The SHSP is intended to support investments that improve the ability of jurisdictions to:

- **Prevent** a threatened or an actual act of terrorism;
- **Protect** its citizens, residents, visitors, and assets against the greatest threats and hazards;
- **Mitigate** the loss of life and property by lessening the impact of future catastrophic events;
- **Respond** quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or
- **Recover** through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Available Funding: Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). State Homeland Security Program (SHSP) funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Funding Levels:

Minimum: \$2,500

Maximum for Local and Regional projects: None

Maximum for State Agency projects: None. However it should be noted that HSGD expects to make available approximately \$2 million dollars to state agencies in support of 10 – 20 projects under this solicitation and the SHSP-LETPA solicitation.

Match Requirement: None

Standards: Grantees must comply with the requirements applicable to this fund source cited in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* for Federal Awards (2 CFR 200); and all statutes, requirements, and guidelines applicable to this funding.

Prohibitions: Grant funds may **not** be used to support the following services, activities, and costs:

- 1) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
- 2) lobbying;
- 3) any portion of the salary of, or any other compensation for, an elected or appointed government official;
- 4) vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol; general firefighting equipment or uniforms);
- 5) weapons, ammunition, tasers, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
- 6) admission fees or tickets to any amusement park, recreational activity or sporting event;
- 7) promotional gifts;
- 8) food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
- 9) membership dues for individuals;
- 10) any expense or service that is readily available at no cost to the grant project;
- 11) any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
- 12) fundraising;
- 13) legal services for adult offenders;
- 14) amateur radios and equipment, FMS radios, GMRS radios, or other radio equipment that is not P25 compliant; and
- 15) any other prohibition imposed by federal, state, or local law.

Eligible Applicants:

- 1) State agencies;
- 2) Regional councils of governments;
- 3) Units of local government;
- 4) Nonprofit organizations;
- 5) Universities or Colleges; and
- 6) Federally recognized Native American tribes.

Eligible Activities:

- 1) Grant projects must be consistent with the program purpose stated above and must be submitted in support of one of the following approved activity areas:
 - a. Intelligence and Information Sharing (Non-Fusion Center requests. Note: Fusion Center projects should refer to the SHSP Law Enforcement Terrorism Prevention Activities – LETPA solicitation)
 - i. Identifying, developing, providing, and sharing timely, accurate, and actionable information, data, or knowledge among government or private sector entities.
 - ii. Enabling interdiction and disruption of terrorist activity through enhanced understanding and recognition of pre-operational activity and other crimes that may be precursors or indicators of terrorist activity.
 - iii. Paying for personnel or contractors to serve as qualified intelligence analysts and/or to participate in information, investigative, and intelligence sharing activities specifically related to homeland security.
 - iv. Assessing threat information to inform continued prevention operations and ongoing response activities.
 - v. Implementing and maintaining suspicious activity reporting initiatives.
 - vi. Implementing or sustaining public information and warning systems to relay information regarding terrorism threats.
 - b. Interoperable Communications
 - i. Building capabilities to meet P-25 standards.
 - ii. Sustaining existing capabilities (e.g. life cycle replacement of equipment).
 - iii. Projects must enhance current capabilities or address capability gaps identified by Texas Department of Public Safety (DPS) or Texas Interoperable Communications Coalition (TxICC) in either the Texas Statewide Communications Interoperability Plan (SCIP) or DPS Report on Interoperable Communications to the Texas Legislature. Note: Projects to increase voice communications interoperability for counties with the lowest interoperability levels are preferred over other types of communications projects.
 - iv. Prior to purchase, planned expenditures must receive validation from the Statewide Interoperability Coordinator (SWIC). Note: Radios purchased must: a) follow the Statewide Radio ID Management Plan; b) be programmed following the Statewide Interoperability Channel Plan, and c) include encryption options capable of Advanced Encryption Standard (AES) encryption, IF encryption is being purchased.
 - c. Special Response Teams and First Responder Capabilities (including Border Security capabilities)
 - i. Sustaining and enhancing capacity to detect and resolve threats involving chemical, biological, radiological, nuclear and explosive (CBRNE) devices or weapons of mass destruction (WMD).
 - ii. Sustaining and enhancing tactical teams including HAZMAT response and decontamination, Urban Search and Rescue, and SWAT.
 - iii. Sustaining equipment needs, including personal protective equipment, WMD pharmaceuticals, calibration and maintenance for WMD-related detection and

- identification systems, and closely related investments to update or sustain current equipment.
- iv. Sustaining and enhancing efforts to delay, divert, intercept, halt, apprehend, or secure threats or hazards.
- v. Coordinating regional training exercises with federal, state and local law enforcement participation focused on responding to terrorism-related events and increasing participation with community and business organizations.
- vi. Identifying or locating terrorists through active and passive surveillance and search procedures including systematic examinations and assessments, bio-surveillance, sensor technologies, or physical investigation and intelligence.
- d. State, Regional and Local Planning
 - i. Developing state and regional risk and preparedness assessments.
 - ii. Core capability development planning, to include typing and tracking of equipment and special response teams.
 - iii. Planning and execution of training and exercises focused on terrorism prevention, protection and response.
 - iv. Multi-jurisdictional operational planning to include plans for regional operational coordination of terrorism prevention, protection, and response capabilities.
 - v. Maintaining or updating Emergency Operations Plans, consistent with guidance in CPG 101.v2 and the whole community approach to security and emergency management.
 - vi. Planning and implementation of initiatives to enhance the Citizen Corps Program and other community resilience initiatives.
 - vii. Planning for continuity of operations.
- e. Operational Coordination
 - i. Establishing and maintaining a unified and coordinated operational structure and process that integrates critical stakeholders across and among all levels of government and with critical private and nonprofit sectors to protect against potential threats, conduct law enforcement investigations, or engage in enforcement, protective, and response activities.
 - ii. Implementing WebEOC and other situational awareness and decision support tools.
 - iii. Enhancing emergency operations centers.
 - iv. Conducting or participating in incident management training and/or exercises.
- f. Critical Infrastructure
 - i. Implementing target hardening and other measures associated with increased security at critical infrastructure sites including backfill and overtime to staff emergency operations centers and contracted security at critical infrastructure sites.
 - ii. Identifying critical infrastructure, collecting and maintaining data, and prioritizing critical infrastructure assets, clusters, and systems.
 - iii. Assessing critical infrastructure vulnerabilities and interdependencies, particularly those involving multiple sites and/or sectors.

HSGB Funding Announcement: 2018 State Homeland Security Program (SHSP-R)

- iv. Planning, training, exercises, equipment, and modeling enabling responsible jurisdictions to mitigate threats to and vulnerabilities of critical infrastructure facilities, assets, networks, and systems.
 - v. Analyzing critical infrastructure threats and information sharing with private sector partners.
 - vi. Enhancing public awareness education and communications and increasing reporting of suspicious activities related to critical infrastructure.
- 2) All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
- 3) Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.

Eligibility Requirements:

- 1) Grantees are required to maintain adoption and implementation of the National Incident Management System (NIMS). The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.
- 2) Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period and must be at least at the Intermediate Level. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@dps.texas.gov.
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- 5) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
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HSGD Funding Announcement: 2018 State Homeland Security Program (SHSP-R)

- 7) Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Project Period: Grant-funded projects must begin between September 1, 2018 and March 1, 2019, and expire on or before August 31, 2020. Additional guidelines are noted below:

- 1) Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs do not overlap with the project periods of previous or future grant awards with the same costs.
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- 3) Project periods for equipment only projects are generally awarded for a 6 to 12 month grant period.
- 4) HSGD will consider proposed start or end dates falling outside of these guidelines on a case-by-case basis.

Application Process:

- 1) For eligible local and regional projects:
 - a) Applicants must contact their applicable regional council of governments (COG) regarding their application.
 - b) Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.
- 2) UASI jurisdictions that do not receive a direct allocation from the Federal Emergency Management Agency may submit an application directly to HSGD for expenses associated with Urban Area travel and coordination costs.
- 3) State agencies may submit applications directly to HSGD.
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Closing Date for Receipt of Applications: All applications must be certified via HSGD's grant management website on or before February 28, 2018 by 5:00 PM CST.

HSGD Funding Announcement: 2018 State Homeland Security Program (SHSP-R)

Selection Process:

- 1) For eligible local and regional projects:
 - a) The COG's homeland security advisory committee will prioritize all eligible applications based on state priorities, the regional risk-informed methodology, cost and program effectiveness.
 - b) HSGD will accept priority listings that are approved by the COG's executive committee.
 - c) HSGD will make all final funding decisions based on eligibility, COG priorities, reasonableness, availability of funding, and cost-effectiveness.
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Contact Information: For technical assistance or additional information, contact HSGD at eGrants@gov.texas.gov or (512) 463-8382.

TRI-COUNTY COMMUNICATIONS, LTD

1421 East Pike Blvd, Weslaco, TX 78596

956-447-8440

Company	City of Weslaco Police Dept	Date:	1/23/2018
Address:	901 N Airport Dr	Sales Rep:	Jada Valdez
City/St/Zip	Weslaco, TX 78596	Phone:	956-968-8591 Ext.2010
Attn:	Capt. Robert Lopez	Email:	rlopez@weslacotx.gov

Qty	Description	Unit Price	Total
	BuyBoard Contract #'s 523-17 / 524-17		
		\$	-
		\$	-
		\$	-
		\$	-
12	Harris XL-200 Portable 7/800 MHz, P25 Trunking, System, W / Encryption	\$ 4,250.00	\$ 51,000.00
	PORTABLE,XL-200P,FULL,MIDNT BLK,US	\$	-
	FEATURE PACKAGE,P25 TRUNKING	\$	-
	FEATURE,SINGLE BAND 7/800	\$	-
	FEATURE, ENCRYPTION LITE	\$	-
	FEATURE,SINGLE-KEY DES ENCRYPTION	\$	-
	FEATURE,256-AES,64-DES ENCRYPTION		
	ANTENNA,FLEX,HELICAL,136-870 MHZ	\$	-
	BELT CLIP,METAL		
	BATTERY,LI-ION,3100 MAH	\$	-
		\$	-
6	Single Charger	\$ 135.00	\$ 810.00
2	Multi Charger 6 Bank	\$ 692.79	\$ 1,385.58
12	Speaker Microphone ,EMER BUTTON	\$ 165.00	\$ 1,980.00
12	Programming	\$ 45.00	\$ 540.00
		\$	-
1	Shipping	\$ 40.00	\$ 40.00
		\$	-
		\$	-
	No Template Fee -Customer has XL-200P on file	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
	Subtotal:		\$ 55,755.58
	Sales Tax:		
	Total		\$ 55,755.58

Quotation good for 30 days

A 25% Re-stocking fee will apply for canceled orders.

SALES * SERVICE * WARRANTY
HARRIS * TAIT * MOTOROLA SOLUTIONS

Signature of Accepting Official

Date _____

This Proposal contains confidential information intended for a specific individual and purpose and is protected by law. If you are not the intended recipient, please contact sender immediately at 956-447-8440 and destroy all copies. You are hereby notified that any disclosure, copying, or distribution of this message is strictly prohibited.

RESOLUTION NO. 2018-08

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Texas, that the SHSP Regular Projects Weslaco Emergency Radios Grant be operated for the FY2018; and

WHEREAS, The City of Weslaco agrees to provide applicable matching funds for the said project as required by the Office of the Governor – Homeland Security Grants Division 2018 SHSP Regular Projects grant application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates City of Weslaco Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the SHSP Regular Projects Weslaco Emergency Radios Grant to the Office of the Governor.

Grant Number: 3538501

Passed and Approved this 6th day of February 2018.

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1509	
From: Robert Lopez			
Subject: Approval of Resolution 2018-09 authorizing to apply for the 2018 Office of the Governor Criminal Justice Division Body-Worn Camera Program to purchase two (2) body worn cameras and related equipment in an amount not to exceed \$12,485.00 with a 20% local match required and authorize the Mayor to execute any related documents. (Staffed by the Weslaco Police Department)			
Background: The Office of the Governor's Criminal Justice Division Body-Worn Camera Program provides grant funding to aid municipal police departments and county sheriff's offices in establishing or enhancing body-worn camera (BWC) programs.			
Funding Source (budget code, if applicable): Office of the Governor Criminal Justice Division Body Worn Camera Program			
Amount: \$12,485.00		Term of Impact: 12 months	Identified in Current Budget: No
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):			
Robert Lopez		Created/Initiated	
Ted Walensky		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: Grant Overview, Resolution 2018-09			
Responsibilities upon Approval: The Weslaco Police Department will be responsible for grant administration and compliance. Weslaco PD asks for the assistance of the Finance Department in submitting financial reports.			

Weslaco Motorcycle Unit – Body Worn Cameras

Grant Details

Funding Announcement	Body-Worn Camera Program – Third- Round Funding Announcement
Grant Name	Weslaco Motorcycle Unit – Body Worn Cameras
Grant Number	3526201
Grant Source	Officer of the Governor – Criminal Justice Division
Purpose	To aid police departments in establishing or enhancing body-worn camera (BWC) programs.

Program Specific Details

Action	Date	Notes/Completed/Approved
Online System Opening Date	12/18/17	
Final Date to Submit Application	02/20/2018 at 5:00 pm CST	
Earliest Project Start Date	06/01/2018	
Latest Project End Date	09/01/2018	
Submitted for Admin. Approval	01/25/2018	
Submitted to Finance	01/25/2018	
Commission Meeting	02/06/2018	
Civic Clerk (Board sync) Cut off	01/26/2018	
Placed on Consent Agenda	01/25/2018	

Funding and Reporting Details

Category	Detail	Notes/Completed/Approved
Funds Available	Up to \$2 Million	
Budget Minimum	None	
Budget Maximum	None	
Match Requirement	20% of total project cost	
Project Cost	\$12,485.00	
Match Cost	\$2,497.00	
Project Period	May not exceed 12 months	
Program Income Method	Deduction (if applicable)	
Funding Source	Funds are authorized under SB 158 and appropriated in Sec. 18.73 of the General Appropriations Act of the 84 th Legislature.	
Financial Reporting	At least quarterly, submitted via Financial Status Reports in eGrants.	
Progress Reporting	Close-out reports via TCOLE website 12, 24, and 36 months later for three annual reports	



4RE/VISTA Price Quote

CUSTOMER: Weslaco Police Department

ISSUED: 1/25/2018 10:56 AM

EXPIRATION: 3/31/2018 5:00 AM

Attn: Accounts Payable,
901 N Airport Dr.,
Weslaco, TX, United States,
78596

**TOTAL PROJECT ESTIMATED AT:
\$12,485.00**

ATTENTION: Robert Lopez

SALES CONTACT: Jake Rhonemus

PHONE: 956-968-8591

DIRECT: 469-640-5250

E-MAIL:

E-MAIL: JRhonemus@WatchGuardVideo.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-001	VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording. Includes one camera mount, 32 GB of storage, Wi-Fi docking base, Smart PoE Switch, cables and 1 year warranty.	2.00	\$1,445.00	\$0.00	\$2,890.00
VIS-CHG-BS2-KIT	VISTA Charging Base R2 Kit, incl. Power and USB Cables	2.00	\$95.00	\$0.00	\$190.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	2.00	\$0.00	\$0.00	\$0.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	2.00	\$150.00	\$0.00	\$300.00

Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-4RE-SRV-201	Server, 4RE, 16 HDD, RAID 6, 3U, 16-35 Concurrent Cars, 5CAL, Gen 3	1.00	\$8,850.00	\$0.00	\$8,850.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$255.00	\$0.00	\$255.00
					\$12,485.00

Total Estimated Tax, may vary from State to State \$0.00

415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$12,485.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

VISTA

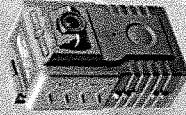
HD BODY-WORN CAMERAS



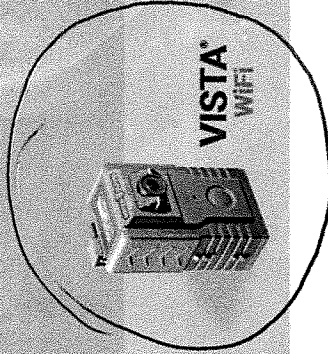
VISTA
XLT™



VISTA
WiFi



VISTA



DESIGN	TWO-PIECE	ONE-PIECE	ONE-PIECE
CAMERA(S)	HEAD-MOUNT BODY-MOUNT	BUILT-IN	BUILT-IN
SYNCHRONIZES WITH 4RE	YES	YES	NO
Wi-Fi and GPS	YES	YES	NO
HD RECORDING	12 HOURS	9 HOURS	11 HOURS* 7 HOURS
SD RECORDING	13 HOURS	10 HOURS	12 HOURS* 8 HOURS

HD and SD Recording time may vary based on environmental conditions and feature use.

* VISTA is available in Extended and Standard versions.

RESOLUTION NO. _____

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of City of Weslaco, that the Weslaco PD Motorcycle Unit Body Worn Cameras be operated for the 2018; and

WHEREAS, City of Weslaco agrees to provide applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division grant application; and

WHEREAS, City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, City of Weslaco designates Weslaco Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that City of Weslaco approves submission of the grant application for the Weslaco Police PD Motorcycle Unit Body Worn Cameras to the Office of the Governor.

Grant Number: 3526201

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Due 2/20/18

2nd

20% match
required

Motorcycle Cameras

#3526201

Office of the Governor

Criminal Justice Division

Funding Announcement:

Body-Worn Camera Program,

Third-Round Funding Announcement

December 1, 2017

Opportunity Snapshot

Below is a high-level overview. Full information is in the funding announcement that follows.

Purpose

The purpose of this program is to aid municipal police departments and county sheriffs' offices in establishing or enhancing body-worn camera (BWC) programs.

Eligible Purpose Areas

Projects under this funding announcement are classified as: General Criminal Justice System Support – General Operational Support.

Organizational Eligibility

Applications may be submitted by municipal governments or counties who operate municipal police departments or county sheriff's departments that employ officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, or are primary responders to calls for assistance from the public. Governments that received prior CJD body-worn camera grants are eligible to apply under this funding announcement, but will be given lower priority than first-time applicants.

Project Periods

Projects may not exceed a 12-month period.

Budget

There is no minimum or maximum budget under this program.

Match

Grantees must provide matching funds equal to 20% of the total project cost. The match requirement can be met through cash or in-kind contributions. Match funds may not be in the form of discounts or contributions from camera or storage vendors.

Process

Applications under this funding announcement must be submitted in eGrants at: eGrants.gov.texas.gov.

Timelines

Action	Date
Funding Announcement Release	10/01/2017
Online System Opening Date	12/18/2017
Final Date to Submit an Application	02/20/2018 at 5:00PM CST
Earliest Project Start Date	06/01/2018
Latest Project End Date	09/01/2018

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

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Body-Worn Camera Program

Overview of Application Process

Applicants should carefully review the application process as outlined below. CJD will not consider applications that fail to adequately address the application requirements and prompts.

☐ **Step 1 – Review eligibility and requirements:**

- The Eligibility section outlines who may apply, which purpose areas will be considered, and the expenses and activities eligible to be included.
- The Program-Specific Details section has information on timelines, reporting, and funding.
- The Standard CJD Requirements section addresses application and project requirements.

☐ **Step 2 – Develop your project:** Special, abbreviated application procedures apply to this program. See the Special Application Procedures section for more information.

☐ **Step 3 - Apply in eGrants:** Compile and submit your grant application via eGrants, at <http://eGrants.gov.texas.gov>. For more instructions and information, see *How to Apply for a CJD Grant*, available at <http://gov.texas.gov/cjd/resources>.

☐ **Step 4 - Funding Decisions and Grant Acceptance:** Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

Application Resources

CJD has published several resources to assist applicants in understanding and applying for funding, all of which can be found at <http://gov.texas.gov/cjd/resources>

- *Guide to Grants:* CJD policies and guidance on common grant issues.
- *Grantee Conditions and Responsibilities:* A compendium of CJD and Homeland Security Grants Division policies for all grantees.
- *Standard Certifications and Requirements:* CJD's standard requirements that the Authorized Official must certify upon applying for a grant.

See the Special Application Procedures section for special application instructions under this funding announcement.

Eligibility

Eligible Organizations

Applications may be submitted by municipal governments or counties who operate municipal police departments or county sheriff's departments that employ officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, or are primary responders to calls for assistance from the public. Governments that received previous body-worn camera grants from CJD are

CJD Funding Announcement: Body-Worn Camera Program III

eligible for additional funds under this funding announcement, but will receive lower priority than first-time applicants. (See Chapter 1701, Occupations Code, Subchapter N as amended by SB 158, 84th Legislature.)

Eligible Activities and Costs

Grant funds are restricted to the cost of body-worn cameras, digital video storage, and retrieval systems or services. CJD will not pay for any service or subscription-based support that exceeds the cost prorated to the one-year project period.

Grant funds must be used to equip officers employed directly by a municipal police department or a county sheriff's office who are regularly engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public. Funds may not be used to equip officers employed by other agencies that are not eligible for this funding.

The Texas Department of Information Resources (DIR) has negotiated discounted prices on body camera equipment with several different vendors. Contacts and prices may be viewed at this link:

<http://dir.texas.gov/View-Search/Contracts.aspx?keyword=body%20cameras> . For more information, contact Dana L. Collins at dana.collins@dir.texas.gov or 512-936-2233. DIR is also actively seeking agencies wishing to test a cloud-based video storage system and may offer incentives to participate. For more information, contact Tere Shade at terese.shade@dir.texas.gov or 512-475-4700.

Ineligible:

Projects funded under this announcement may not be used to support the unallowable services, activities, and costs listed in the *Guide to Grants* (available at <http://gov.texas.gov/cjd/resources>) and:

1. Salaries;
2. Indirect costs;
3. Costs ancillary to the purchase of cameras, storage, or the program operation, such as policy development, training costs, staff, or any other item determined ineligible or unreasonable by CJD; and
4. Any other prohibition imposed by federal, state or local law or regulation.

Eligible Purpose Areas

- Projects under this funding announcement are classified under the General Criminal Justice System Support – General Operational Support purpose area.

Program-Specific Details

Timeline

Action	Date
Funding Announcement Release	12/01/2017
Online System Opening Date	12/18/2017
Final Date to Submit an Application	02/20/2018 at 5:00PM CST
Earliest Project Start Date	06/01/2018
Latest Project End Date	09/01/2018

Funding and Reporting Details

Category	Detail
Funds Available	Up to \$2 million ¹
Budget Minimum	None
Budget Maximum	None
Match Requirement	20% of total project cost ²
Project Period	May <i>not</i> exceed 12 months
Program Income Method	Deduction (if applicable)
Funding Source	Funds are authorized under SB 158 and appropriated in Sec. 18.73 of the General Appropriations Act of the 84th Legislature.
Financial Reporting	At least quarterly, submitted via Financial Status Reports in eGrants
Financing Method	Reimbursement-for-costs basis
Progress Reporting	Close-out reports (see below)

- 1) Awards are dependent on funds remaining from the original legislative appropriation for this program.
- 2) Total project cost is the aggregate of OOG grant funds, cash match, and in-kind match. Go to the Guide to Grants, available at <http://gov.texas.gov/cjd/resources> for more information.

Close-Out Reports

Grantees must submit an online report to the Texas Commission on Law Enforcement (TCOLE) at <https://www.tcole.texas.gov/> within 30 days of the date the grantee submits its final request for reimbursement to CJD (indicating that all purchases are complete). As a condition of funding, each grantee must file follow-up reports via the TCOLE website 12, 24, and 36 months later, for a total of three annual reports. Each of these reports will include information covering the previous 12 months:

1. Any expenditures on cameras during the previous year, including the make, model and cost of cameras;
2. Any expenditures on video storage during the previous year, including the method and cost of video storage and the amount of storage required;
3. Impact evaluation information including the following incidents during the previous year:
 - a. number of public complaints filed against officers or the agency;
 - b. number of public complaints sustained (i.e. those that were not dismissed);
 - c. number of use of force incidents (as defined by the applicant);

- d. number of arrests for resisting arrest, search, or transportation (Texas Penal Code Sec. 38.03);
- e. number of arrests for evading arrest or detention (Texas Penal Code Sec. 38.04);
- f. number of arrests for hindering apprehension or prosecution (Texas Penal Code Sec. 38.05); and
- g. number of arrests for interference with public duties (Texas Penal Code Sec. 38.15).

Special Application Procedures

Applications under this program are exempt from filling out many parts of the eGrants application:

- ✓ 1/8/18 ✓ **Profile tabs:** All information required.
- ✓ 1/8/18 ✓ **Narrative tab:** Only the "Fund Source Information and Requirements" section is required. Applicants are not required to fill out the "Project Narrative" sections.
- ✓ 1/8/18 **Activities tab:** Applicants should select "General Operational Support" under "General Justice System Support" as their purpose area. Applicants should select "Body-Worn Camera Program Implementation" as 100% of their activities.
- ✓ 1/8/18 **Measures tab:** No information required.
- Budget tab:** All information required.
- Documents tab:** All information required.

Program-Specific Requirements

District attorney coordination letter: Before an applicant can receive reimbursement funds, they must upload a letter from the local district attorney expressing that they actively use the evidence created through the use of body cameras and will participate in the law enforcement agency's BWC policy development. More information and a sample resolution are available at <http://gov.texas.gov/cjd/bodycams>.

Governing board letter: Before an applicant can receive reimbursement funds, they must upload a copy of a resolution from their governing body designating an individual as the responsible official for the grant, committing to work with the District Attorney in the development of BWC policies and trainings and granting access to video evidence. The resolution must also contain a commitment to maintain the cameras and equipment purchased under the grant for at least three years, and an estimated budget needed to accomplish that. More information and a sample resolution are available at <http://gov.texas.gov/cjd/bodycams>.

Statutory requirements: Chapter 1701, Occupations Code, Subchapter N governs this grant program as well as the use of body-worn cameras by law enforcement in general. CJD strongly encourages all applicants to read this statute prior to applying for funds as it contains other legal requirements as well as criminal penalties for certain unapproved releases of digital information. It is critical that all law enforcement agencies using body-worn cameras have a clear understanding of this statute and all rules governing these programs as they are both state law and conditions of funding.

CJD Funding Announcement: Body-Worn Camera Program III

Department policies: A grantee, before CJD can reimburse for any costs, must have developed and have in place all policies required under Subchapter N, Chapter 1701, Occupations Code, including the policy required under Sec. 1701.655. Such a policy must ensure that cameras are activated only for law enforcement purposes and must include:

1. Guidelines for when a peace officer should activate a camera or discontinue a recording in progress, including the need for privacy in certain situations or locations;
2. Provisions relating to data retention, including a minimum retention period of 90 days;
3. Provisions relating to storage of video and audio, including backup copies and data security;
4. Guidelines for public access, through open records requests, where the recordings are public information;
5. Provisions entitling an officer to access any recording of an incident involving that officer prior to being required to make a statement;
6. Procedures for supervisory or internal review;
7. The methods for handling and documenting equipment and malfunctions of equipment;
8. A provision that law enforcement officers may not be required to keep a body-worn camera activated for the full period of their duty shift; and
9. All policies adopted must be consistent with the Federal Rules of Evidence and the Texas Rules of Evidence.

TCOLE has developed model policies for publication available at <https://www.tcole.texas.gov/content/body-worn-cameras> which may be helpful in establishing agency policies. All policies adopted by grantees must abide by any minimum standards established by TCOLE.

Training: All officers who will be equipped with cameras purchased under the program must be trained before doing so in official duty and CJD cannot reimburse any costs until this training has occurred. Such training must comply with the requirements of Sec. 1701.656, Occupations Code, which requires that, prior to operating a body-worn camera program, the grantee must train the officers who will wear the cameras as well as any other personnel who will come into contact with the video and audio data obtained through the program.

To assist law enforcement agencies in this task, TCOLE has developed training programs for the use of body-worn cameras. Law enforcement agencies, however, may use their own training, that of another agency or department, an existing training curriculum, or that of TCOLE to satisfy the requirements of this program. However, all such training must meet any minimum standards established by TCOLE.

Sustainment: Grantees must agree to maintain the equipment, replace broken or nonworking equipment, and maintain adequate digital video storage for a period of not less than three years from the date of final grant award.

Research and Reference Material on Body-Worn Cameras

The Bureau of Justice Assistance has developed a Body-Worn Camera Toolkit that serves as a clearinghouse for information and available research on these programs. The toolkit includes a large set of reports and information including guidance, research, and project evaluations. Much of the information below about resources is excerpted from BJA's toolkit. The toolkit can be found at: <https://www.bja.gov/bwc/>

There are several useful resources on body-worn cameras (BWC). The Police Executive Research Forum (PERF) and the Office of Community Oriented Policing Services (COPS) Office published a report in 2014 that examined key issues and offered policy recommendations. The report was based on survey responses from 254 agencies, interviews with 40 law enforcement executives who have implemented BWCs, and outcomes from a one-day conference held on September 11, 2013, that included more than 200 law enforcement executives, scholars, and experts. In April 2014, the Office of Justice Programs Diagnostic Center published a report that described the core issues surrounding the technology and examined the state of research on those issues (White, 2014). In March 2014, the National Institute of Justice (NIJ) published a market survey that compared BWC vendors across a range of categories. There is also a growing number of published evaluations that examine the implementation, impact, and consequences of body-worn cameras. The BJA web site and toolkit is intended to be a clearinghouse of the latest available research, reports, and knowledge on the technology.

For additional information, see:

- BJA offers a variety of technology resources including a Market Survey on Body-Worn Cameras compares the different commonly available cameras against a variety of technology capabilities. <https://www.bja.gov/bwc/Topics-Technology.html>
- Police Executive Research Forum (PERF) for the Office of Community Oriented Policing Services, Implementing a Body-Worn Camera Program: Recommendations and Lessons Learned: <http://www.justice.gov/iso/opa/resources/472014912134715246869.pdf>
- Office of Justice Programs Diagnostic Center, Police Officer Body-Worn Cameras: Assessing the Evidence: https://ojpdiagnosticcenter.org/sites/default/files/spotlight/download/Police_Officer_Body-Worn_Cameras.pdf
- National Law Enforcement and Corrections Technology Center (NLECTC) for the National Institute of Justice, Primer on Body-Worn Cameras for Law Enforcement: <https://www.justnet.org/pdf/00-Body-Worn-Cameras-508.pdf>

Standard CJD Requirements

When accepting an award under this funding announcement, the grantee agrees to comply with a variety of state and federal laws and regulations, including requirements related to Uniform Crime Reports, criminal history reporting, and immigration and customs enforcement requests. For more information see the following documents, available at <http://gov.texas.gov/cjd/resources>.

- *Standard Certifications and Requirements*
- *Grantee Conditions and Responsibilities*
- *Guide to Grants*

Selection Process

Application screening and grant review: CJD will review all applications to ensure that they meet the requirements included in the funding announcement. Applications that meet those requirements will be reviewed for reasonableness of cost.

Final decisions – all projects: The executive director will consider the grant review along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, CJD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

CJD may not fund all applications or may only award part of the amount requested. Per Rule 3.9 of the Texas Administrative Code, all funding decisions made by the executive director are final and are not subject to appeal. The receipt of an application by CJD does not obligate CJD to fund the grant or to fund it at the amount requested.

Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice or a preliminary decision notification or final grant award.

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where we are always ready with answers, not burdensome restrictions or requirements.

CJD will make over \$275 million in funding available to hundreds of organizations during state fiscal year 2018 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.

RESOLUTION NO. 2018-09

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, that the Weslaco PD Motorcycle Unit Body Cameras be operated for the FY2018; and

WHEREAS, The City of Weslaco agrees to provide applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division Body-Worn Camera Program grant application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates Weslaco City Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Weslaco PD Motorcycle Unit Body Cameras to the Office of the Governor.

Grant Number: 3526201

Passed and Approved this 6th day of February 2018.

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1518	
From:			
Subject: Approval of the renewal of the third year of a three year Microsoft Enterprise Agreement previously approved by City Commission on January 19, 2016 for Microsoft products, including server, desktop software and email services, in an amount not to exceed \$73,000.00 and authorize the Mayor to execute any related documents. (Staffed by Information Technology Department.)			
Background: Our city relies on Microsoft solutions to run and operate all of our computer systems. This has helped improve communication between departments. It has also helped IT in providing quicker support to end users by allowing remote support to staff and upgrades to office products/OS to the most current release to all staff.			
Funding Source (budget code, if applicable): 01-530-2780			
Amount: \$72,074.71	Term of Impact:	Identified in Current Budget: YES	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission: City commission has previously approved renewal two of three on February 14, 2017.			
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):			
Juan Salas Mary Barrera Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval of renewal.			
Attachments, if any: Invoice			
Responsibilities upon Approval:			

PCMG

PLEASE SUBMIT PAYMENT TO:
FILE 55327
LOS ANGELES, CA 90074-5327
800-739-3282



INVOICE

Invoice Date 01/12/18

Account# 0055504666

Invoice/Order# B01221260101

AR Rep:

Bill To:

CITY OF WESLACO
ATTN: ACCOUNTS PAYABLE
255 SOUTH KANSAS
WESLACO, TX 78596

Ship To:

JOSE PENA
CITY OF WESLACO
ATTN: I.T.
255 S. KANSAS AVENUE
WESLACO, TX 78596

P.O. NUMBER	INVOICE DATE	SHIPPED VIA	DATE SHIPPED	PAYMENT DUE DATE
16-0728	01/12/18			

ORDERED	SHIPPED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXT. PRICE
250	250	U SAL 13794765	CCALBRDGO365 ALNG MNTHLY SUB PLTFRM/USR MS ENTER	17.30	4,325.00
250	250	U SAL 13576296	O365 GOVE3 SHRDSRVR ALNG SUBS MVL PER U MS ENTER	195.41	48,852.50
220	220	U SAL 13771366	WINE3PERDVC ALNG UPGRDSAPK MVL PLTFRM MS ENTER	47.86	10,529.20
1	1	P SAL 13023858	CISDATACTR ALNG LICSAPK MVL 2PROC MS ENTER	3,026.17	3,026.17
4	4	P SAL 09719711	SQLSVRSTDCORE ALNG LICSAPK MVL 2LIC COR MS ENTER	1,335.46	5,341.84
** Pro forma invoice for accounting purposes only **					

Sales Tax	.00
Shipping, Handling, Processing	.00
Balance Due	72,074.71

Any account not paid within 30 days of the invoice date will be subject to a **FINANCE CHARGE** of 1 1/2% per month on that portion of the unpaid balance which is more than 30 days past due. This is equivalent to an annual % rate of 18%. Collection fees for uncollectible accounts will also be added to unpaid balances.

V PLEASE RETURN BELOW PORTION WITH PAYMENT V

Bill To:

CITY OF WESLACO
ATTN: ACCOUNTS PAYABLE
255 SOUTH KANSAS
WESLACO, TX 78596

Invoice Date 01/26/18	Sales Tax .00
Account# 0055504666	Shipping, Handling, Processing .00
Invoice/Order# B01221260101	Balance Due 72,074.71



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1520	
From: Arnold Becho			
Subject: Approval of an expenditure of \$7,500.00 of the Marion Booth Endowment for mobile hotspots, additions to the library collection, and furniture improvements within the Mayor Joe V. Sanchez Public Library. (Staffed by the Library Department.)			
Background: Approximately 8 years ago Marion Booth bequeathed to the Library Board approximately \$481,000. Since that time the Library Board has established a Booth Endowment. Following the maturation of CDs in May and January, the Library Board began looking into projects the endowment could sponsor. The proposed projects utilize approximately \$7,500 of the total \$7,500 interest gained from the maturation of the GSB CD in May and the Rio Bank CD in January. This expenditure does not touch the corpus of the funds. The Library Board decided on three projects: \$3,500 to begin a Hotspot Checkout Program, \$3,400 to add a desk within the children's area, and \$600 to add self help and documentary DVDs to the DVD collection.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Library Board unanimously approved a motion to sponsor these projects within their January 2018 meeting.			
Elizabeth Walker Arnold Becho Mary Barrera Mike Perez		Created/Initiated Approved Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			

Booth Funds Account Tracking, Booth Endowment Charter, Memo - Request to Expend Booth Funds

Responsibilities upon Approval:

The library has attained quotes which satisfy each of the project goals. The library will need to work with Finance to move forward with those quotes. The bulk of funds used to pay for these projects will come from the Endowment. Several of these projects will need additional funding but the library has sufficient funds within its regular budget to cover these cost. No budget amendments or additional funds are needed.

Deposit Tracking within BBVA account for Lone Star CD

Compass Balance

2014	March		\$ 4,835.62
2014	April		\$ 4,836.05
2014	May		\$ 4,839.18
2014	June		\$ 4,838.75
2014	July		\$ 4,840.00
DVD Project			\$ (2,100.00)
CD Deposit			\$ 178.64
2014	August		\$ 2,919.06
2014	September		\$ 2,919.35
2014	October		\$ 2,919.60
CD Deposit			\$ 178.64
2014	November		\$ 3,098.51
2014	December		\$ 3,098.78
2015	January		\$ 3,099.05
CD Deposit			\$ 178.64
2015	February		\$ 3,277.99
2015	March		\$ 3,277.99
2015	April		\$ 3,278.74
CD Deposit			\$ 178.64
2015	May		\$ 3,457.38
2015	June		\$ 3,451.78
2015	July		\$ 3,452.16
CD Deposit			\$ 178.64
2015	August		\$ 3,631.58
2015	September		\$ 3,631.58
2015	October		\$ 3,632.44

*Yellow Highlights deposits and expenditures

Rio Bank CD

7/15/2016	\$	240,000.00
10/14/2016	\$	240,731.00
1/14/2017	\$	241,466.00
4/14/2017	\$	242,186.00
7/15/2017	\$	242,906.00
10/15/2017	\$	243,653.55
1/15/2017	\$	244,401.09

Possible Project Budget

Rio intrest	\$	4,398.09
GSB Unspent	\$	3,102.00
Total	\$	7,500.09

CD Deposit			\$ 178.64
2015	November		\$ 3,811.55
2015	December		\$ 3,812.00
2016	January		\$ 3,812.51
CD Deposit			\$ 178.64
2016	February		\$ 3,992.10
Remaining Texpool Funds Added			\$ 10,276.52
2016	March		\$ 14,269.80
2016	April		\$ 14,272.91
CD Deposit			\$ 178.64
CD Term Ends, Principal Returns			\$ 236,250.00
2016	May		\$ 250,702.18
2016	June		\$ 250,761.87
2016	July		\$ 250,842.54
RioBank CD is Purchased			\$ (240,000.00)
2016	August		\$ 10,842.54
2016	September		\$ 10,917.51
2016	October		\$ 10,925.66
2016	November		\$ 10,929.77
2016	December		\$ 10,933.37
2017	January		\$ 10,939.12
2017	February		\$ 10,945.21
Children's Area Décor June 2016			\$ (1,429.00)
2017	March		\$ 9,522.27
2017	April		\$ 10,705.58
CD Term Ends, All Funds Return			\$ 242,352.00
Held in Texpool Prime			\$ (240,000.00)
2017	May		\$ 11,888.88
Texpool Funds Added			\$ 240,000.00
2017	June		\$ 251,928.69
Plains Capital CD is Purchased			\$ (240,000.00)

Greater State Bank CD

5/2/2014	\$	236,250.00
7/30/2014	\$	236,667.00
10/31/2014	\$	237,084.00
1/29/2015	\$	237,501.00
4/30/2015	\$	237,918.00
7/29/2015	\$	238,327.00
10/30/2015	\$	238,748.00
1/29/2016	\$	239,342.00
4/29/2016	\$	239,932.00
7/30/2016	\$	240,537.00
10/30/2016	\$	241,144.00
1/31/2017	\$	241,751.00
4/30/2017	\$	242,352.00

Total Interest		\$ 6,102.00
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Project Budget	\$	6,102.00
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Projected Expenditures

Child Audio	\$	1,500.00
DVDs	\$	1,000.00
Study Outlets	\$	500.00

[illegible]

Unspent	\$	3,100.00
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LSNB CD Investment and Project Budget		
June 2016 Project		
	\$	178.64
	X	8
Intrest:	\$	1,429.12
Project Budget	\$	1,429.12
Projected Expenditures		
<i>Rug</i>	\$	452.06
<i>Signage</i>	\$	977.06

CHARTER

**THE MARION BOOTH PERMANENT
ENDOWMENT PROGRAM**

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY

WESLACO, TEXAS

THE PURPOSE

The Marion Booth Permanent Endowment Program, hereafter referred to in this document as “the Endowment Program,” is established for the purpose of providing individuals and organizations the opportunity to make charitable gifts to Weslaco’s public library that will become a permanent endowment and annual internal grant. The Endowment Program is intended for purposes that are not a part of the library’s established programs, which are funded through the annual operating budget provided by the City. Thus, the Endowment Program is not intended to substitute in any way the City’s budget for the library.

The Mayor Joe V. Sanchez Public Library dedicates itself to provide information to the community in a caring, committed and effective manner, with due and diligent stewardship of the resources placed in its trust. The library emphasizes collections which support the community’s interest, programming with cultural depth, and social enrichment.

ADMINISTRATION

The Endowment Program will be administered by the Library Board of Weslaco, hereafter referred to in this document as “the Board.”

The Board shall cooperate with the Finance Department of the City of Weslaco in assuring that an audit process is followed and a quarterly report is submitted to the City Commission.

The Library Director and the Finance Director of the City together shall be responsible for acknowledging donations to the Endowment Program and shall prepare receipts as necessary. The receipt and expenditure (if the donation is of an expendable nature) shall be recorded in the ledgers of the Endowment Program.

INVESTMENT OF ENDOWMENT FUNDS

The purpose of any endowment is to provide a stable and secure source of financial support in order to facilitate the mission of the organization. To that end, the policy that governs the management of the Endowment Program will be the total return concept. This is essential to provide current income and growth of income for future needs to carry out the mission of the Mayor Joe V. Sanchez Public Library and to ensure the preservation and growth of principal.

The Endowment Program will seek investment of assets in institutions, companies, corporations, or funds, which make a positive contribution toward the realization of the goals outlined by the Board.

All gifts received by the Endowment Program shall be invested as determined by the Board. Assets of the Endowment Program may be segregated into separate accounts, and such separate accounts may, for convenience or in order to comply with the conditions or request of the donor, be designated by separate names. Assets of the various accounts may be commingled for investment or accounting purposes.

Initially and by default, funds will be placed within a TexPool account, until the Board decides upon alternative investment.

CHANGE IN INVESTMENT POLICY

Any transfer of the Endowment Program assets for investment with another institution must be approved by a majority vote of the Library Board, at which a quorum is present.

LIMITATION ON USE OF PRINCIPAL

The objectives of the Endowment Program are to conserve principal and make use of only the distributions determined by the Board. Any withdrawal of principal will be recommended by the Board and must be approved by a two-thirds (2/3) vote of the Board and a majority vote of the City Commission.

DISTRIBUTIONS FROM THE ENDOWMENT PROGRAM

Distributions from accounts in the Endowment Program shall be made by the Board. In the case of undesignated gift accounts, the amount of all distributions shall be determined by the Board, which shall keep in mind the Endowment Program investment objectives stated in this document. The purposes and causes to which distributions are to be made shall be approved by the Board and City Commission. Quantity of distributions will be made with respect to the Endowment's goal of ensuring the preservation and growth of principal.

GIFTS TO THE FUND

The Board may accept gifts, devises, or bequests of money or property (herein called donations) to the Endowment Program. Donations to the City for the city library or for library purposes shall be deemed given to the library endowment program unless a contrary intent of the donor is evidenced. All donations to the Endowment Program shall be subject to approval by the City Commission. Donations may be accepted on such conditions as may be approved by the City Commission. Without limitation upon the generality of lawful conditions which may be approved by the City Commission, donations may be accepted on the condition that the principal amount thereof be retained and invested and only the income expended for the benefit of Weslaco's public library.

LIABILITY OF TRUSTEES

In the absence of gross negligence or fraud, no member of the Library Board shall be personally liable for any action taken or omitted with respect to the Endowment Program.

MERGER, CONSOLIDATION, OR DISSOLUTION OF THE MARION BOOTH PERMANENT ENDOWMENT PROGRAM

If at any time the Mayor Joe V. Sanchez Public Library is lawfully merged or consolidated with any other department, municipality or library, all the provisions hereof in respect to the Endowment shall be deemed to have been made on behalf of the merged or consolidated institution which shall be authorized to administer the same in all respects and in accordance with the terms thereto. If the Mayor Joe V. Sanchez Public Library should ever be dissolved without any lawful successor, the Fund, including both principal and interest to date, shall be distributed as directed by the Board.

AMENDMENTS

Technical corrections and amendments to the Endowment Program which do not alter the stated purpose of the Endowment Program may be made by a majority affirmative vote of the Board and the City Commission.

SEVERABILITY

If any provisions or any application of any provisions of the Endowment Program shall be held or deemed to be illegal, inoperative, or unenforceable, the same shall not affect any other provisions or application of any provisions herein contained or render the same invalid, inoperative or unenforceable.

This Endowment Program charter was adopted on _____

Library Board

____ For ____ Against and ____ Abstained. _____
Board President

Library Director

This Endowment Program charter was adopted on _____

City Commission

____ For ____ Against and ____ Abstained. _____
Recording Secretary

Mayor

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

January 30, 2018

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Jose Rodriguez, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Maria Barrera, Martin J. Mata
Fr: Arnoldo Becho, Library Director
Re: Request to Approve Expenditure of Booth Funds.

Approximately 8 years ago Marion Booth bequeathed to the Library Board approximately \$481,000. Since that time the Library Board has established a Booth Endowment. The endowment outlines the goals of the Library Board with respect to these funds and the means through which projects could be sponsored. Currently the Library Board favors sponsoring projects funded only by interest garnered through investments. Following the maturation of CDs in May and January, the Library Board began considering projects the Endowment could sponsor.

The proposed projects utilize approximately \$7,500 of the total \$7,500 interest gained from the maturation of the GSB CD in May and the Rio Bank CD in January. This expenditure does not touch the corpus of the funds. The Library Board discussed various needs within the library and received input from staff. The Library Board decided on three projects:

- \$3,500 to begin a Hotspot Checkout Program
- \$3,400 to add a desk within the children's area
- \$600 to add self-help and documentary DVDs to the DVD collection

Official motions approved these initiatives within the January Library Board meeting. Several of these projects may need some minimal additional funding but the library has sufficient funds within its regular budget to cover these costs. No budget amendments or additional funds are needed. At this time the Library strongly recommends approval. Please feel free to contact me with any questions, I will be happy to provide additional information.

Thank you for the time.

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



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2017-1420	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to approve on Second and Final Reading Ordinance 2018-02, amending Ordinance 320, Codified as Chapter 150 - Zoning Ordinance, adopting new regulations and ordaining other matters with respect to the subject matter hereof. Possible action. (First reading of Ordinance 2018-02 held January 16, 2018; Staffed By Planning and Code Enforcement Department.)			
Background: Recommendations from first reading have been incorporated: Daycare center regulations Added: Residency requirements. Non-conforming regulations Added: 6 month clause rather than a year.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on December 18, 2017.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning and Zoning recommended approval on 1/3/18.			
Aida Vega Mardoqueo Hinojosa		Created/Initiated Approved	

Mike Perez	Final Approval
City Manager Comments: Approved.	
Staff Recommendation: Staff recommends approval	
Attachments, if any: 1st Reading Ordinance, Ordinance 2018-02 final	
Responsibilities upon Approval: Planning staff will enforce ordinance.	

ORDINANCE 2018-XX

AN ORDINANCE REPEALING ORDINANCE NUMBER 320, THE CITY OF WESLACO ZONING ORDINANCE; CODIFIED AS CHAPTER 150 OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO TEXAS THAT:

SECTION I.

Ordinance 320 passed and approved on December 1, 1959 as "Zoning Ordinance" and Codified as Chapter 150 of the Weslaco Code of Ordinances is hereby repealed in its entirety.

SECTION II.

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

CHAPTER 150 ZONING ORDINANCE

Sec. 150-1. - Purpose.

The zoning regulations and districts established by this chapter have been made in accordance with a comprehensive plan for the purpose of promoting health, safety, morals, and the general welfare of the city. They have been designed to lessen the congestion in the streets, to secure safety from fire, panic, or other dangers, to provide adequate light and air, to prevent the overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements. They have been made with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city.

Sec. 150-2. - Definitions.

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

Abutting means lying adjacent or contiguous along a common border.

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

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

Apartment means a room or suite of rooms in a multiple dwelling, or in a building in which

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grade means the following:

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

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

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

which is designed for or used for residential occupancy by an employee/relative of the primary residence.

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

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

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

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

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

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

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

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

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

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

Mobile home means a movable or portable dwelling constructed to be towed by a motor vehicle on its own chassis over state roads and highways under a special permit, or modular type units

connected to utilities, and designed without a permanent foundation for year-round living. It may consist of one or more units that can be telescoped when towed and expanded later for additional capacity, or of two or more units separately towable but designed to be joined into one integral unit.

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

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

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

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

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

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

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

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

column.

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

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

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

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

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

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

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

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

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

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

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

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

Yard, side, means a yard between the main building and the side property lot line of the lot, and extending from the front lot line to the rear yard line.

Sec. 150-3. - Districts.

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

The boundaries of the districts described in subsection (a) of this section are shown on the map attached to the ordinance from which this chapter is derived and which is hereby made a part of this chapter, which is designated as the "Zoning District Map." Said district map and all notations, references, and other information shown thereon are made a part of this chapter and shall have the same force and effect as if said map and said data thereon were fully set forth or described herein. Said map shall, on its face, be identified and verified in the manner following:

- 11) It shall bear the title "Zoning District Map- Weslaco, Texas";
- 12) It shall bear the date with the passing of the ordinance from which this chapter is derived;

and

13) It shall bear the name of the Director of Planning.

The original of said map shall be kept in a proper place in the municipal building.

- b) Whenever any street, alley, or other public way is lawfully vacated by the city commission, the zoning district adjoining each side of such street, alley, or public way shall be automatically extended to the center of such vacated area, and thereafter, all land included in said vacated area shall be subject to all applicable regulations of the extended districts.
- c) All territory hereafter annexed to the city shall be classified as R-1, one-family dwelling district, until permanently zoned by the city commission. The city planning and zoning commission shall, as soon as practicable, after annexation of any territory to the city, institute proceedings on its own motion to give the newly annexed territory permanent zoning, and the procedure to be followed shall be the same as is provided by law for the adoption of original zoning regulations.
- d) Except as hereinafter provided, the following shall apply to all zoning districts:
 - 1) No building shall be erected, converted, enlarged, reconstructed, or structurally altered, and no building or land shall be used for any purpose that is not permitted in the district in which the building or land is situated.
 - 2) No building shall be erected, converted, enlarged, reconstructed or structurally altered to exceed the height limit herein established for the district in which the building is situated.
 - 3) No building shall be erected, converted, enlarged, reconstructed or structurally altered except in conformity with the area and parking regulations of the district in which the building is situated.
 - 4) The minimum yards and other open spaces, including lot area per family, required by this chapter for each and every building existing at the time of the passage of the ordinance from which this chapter is derived, or for any building hereafter erected, shall not be encroached upon or considered as yard or open space requirements for any other building, nor shall any lot area be reduced to an area less than the district requirements of this chapter.
 - 5) Every building hereafter erected or structurally altered shall be on a lot, and in no case shall there be more than one main building on one lot except as otherwise provided in this chapter.
 - 6) Where setbacks have been established by the city commission on a plat of record, those setbacks shall be enforced even though not in compliance with the restrictions set forth in this chapter.
- e) Classification of New and Unlisted Uses

It is recognized that new types of land uses will develop and forms of land use not anticipated may seek to locate in the City of Weslaco. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use shall be made as follows:

- 1) The Planning Director or duly appointed representative shall refer the question concerning any new or unlisted use to the City Planning and Zoning Commission requesting an interpretation as to the zoning classification into which the use should be placed. The referral of the use interpretation questions shall be accompanied by a statement of facts listing the nature of the use and whether it involves dwelling activity, sales, processing, type of products, storage, and amount or nature thereof, enclosed or open storage, anticipated employment, transportation requirements, the amount of noise, odor, fumes, dust, toxic material and vibration likely to be generated and the general requirements for public utilities such as water and sanitary sewer.

- 2) The City Planning and Zoning Commission shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts and determine the zoning district or districts within which such use should be permitted.
- 3) The City Planning and Zoning Commission shall transmit its finding and recommendations to the City Commission as to the classification proposed for a new or unlisted use. The City Commission shall by ordinance approve the recommendation of the City Planning and Zoning Commission or make such determination concerning the classification of such use as is determined appropriate.

Sec. 150-4. - R-1 One-family dwelling district.

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

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Single-family dwellings.
 - b. Church (except temporary revival).
 - c. School, public or private, having a curriculum equal to a public elementary, high school, or institution of higher learning, subject to the prior issuance of a conditional use permit by the city commission in accordance with the procedures established in section 150-12.
 - d. Public parks, playgrounds, golf courses (except miniature golf), public recreation, and community buildings.
 - e. Municipal buildings, nonprofit libraries or museums, police and fire stations.
 - f. Farms, nurseries, truck gardens and greenhouses, provided no sales office is maintained.
 - g. Customary home occupations.
 - h. Accessory buildings and accessory uses, customarily incident to the uses listed in this section (not involving the conduct of a business), when located on the same lot, including a private garage for one or more cars not for rent or used for commercial purposes.
 - i. Signs: Signage shall be provided consistent with the requirements of Chapter 114.
 - j. A day care center shall be a conditionally permitted use in an R-1 district, subject to the prior issuance of a conditional use permit by the city commission in accordance with the procedures established in section 150-12.
- 2) *Height regulations.* No building shall exceed 2 ½ stories or 35 feet in height except as provided in section 150-12.
- 3) *Area regulations.*
 - a. *Front yard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be 25 feet. The minimum depth of such front yard located along a cul-de-sac shall be 20 feet.
 - b. *Side yards.* There shall be a side yard on each side of a building of not less than ten percent of the width of the lot, but such side yard shall not be less than five feet.
 - c. *Rear yard.* The depth of the rear yard shall be at least 20 percent of the depth of the lot, but such depth need not be more than 25 feet.
- 4) *Intensity of use.* Every lot or tract of land shall have an area of not less than 6,000 square feet and an average width of not less than 50 feet (cul-da-sac shall be measured at the length of the curve), except that if a lot or tract should have less area or width than is herein required and its boundary lines along their entire length should touch lands under other ownership on the effective date of the ordinance from which this chapter is derived and shall not have been changed since said date, such parcel of land may be used for a single-family dwelling.
- 5) *Lot Coverage.* In no case, shall more than sixty percent (60%) of the total lot area be covered by

the combined area of the principal building and all accessory building/use or any other impervious surface such as asphalt or concrete. An exemption may be granted if constructed from brick pavers with a sand base.

- 6) *Additional use, height, and area regulations.* Additional height and area regulations and exceptions shall be as specified in section 150-12.
- 7) *Recreational Vehicles.* No recreational vehicles shall be occupied either temporarily or permanently within the city limits except in designated trailer camps or trailer parks. Recreational vehicles may be stored on a residential lot provided that:
 - a. It is not connected to any utility services,
 - b. Is less than 30 feet in length and in accordance with Section 134-143,
 - c. Is stored on a concrete, cement or asphalt pad
 - d. Is located behind the required front setback line

Sec. 150-5. - R-2 Duplex and apartment district.

The following regulations shall apply to the R-2 duplex and apartment district:

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Any use permitted in the R-1 one-family dwelling district.
 - b. Townhomes, Townhouse condominiums, Two-family or duplex dwellings.
 - c. Apartment houses or multiple-family dwellings.
 - d. Boarding, lodging, and rooming houses.
 - e. Hospitals, except tubercular, liquor, narcotic, insane, feeble-minded, or animal hospitals.
 - f. Private clubs, fraternities, sororities, and lodges, excepting those the chief activity of which is a service customarily carried on as a business.
 - g. Institution of a religious, educational or philanthropic nature.
 - h. An apartment house with a minimum of four family units may contain a self-service coin operated laundry so long as the use of said laundry is restricted by the apartment house owner or owners to use by the occupants of said apartment house, and is operated as a part of the apartment house and under the supervision of the owner or manager of the apartment house.
- 2) *Height regulations.* No building shall exceed 3 stories or 45 feet in height.
- 3) *Yard regulations.*
 - a. *Front yard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be 20 feet. For two-family, three-family and four-family dwellings on lots located on a cul-de-sac, the minimum depth of the front yard shall be 15 feet from the front lot line, for that part of the front lot line located on the cul-de-sac; except that the minimum front setback for garages located on lots located on a cul-de-sac shall be 20 feet. The minimum depth of such front yard for a townhome shall be 10 feet.
 - b. *Side yards.* There shall be a side yard on each side of a building of not less than ten percent of the width of the lot, but such side yard shall not be less than 5 feet, except for townhomes where the side yard shall be zero.
 - c. *Rear yard.* The depth of the rear yard shall be less than 15 feet. Entrances to a garage or enclosed carport shall be a minimum of 20 feet from streets or alleys, except for townhomes where the rear yard shall be zero.
- 4) *Intensity of use.*
 - a. Except as hereinafter provided, all dwellings erected, enlarged, relocated, or reconstructed within the R-2 district shall be located on lots containing the following areas:
 1. A lot on which there is erected a single-family/ two family dwelling shall

- contain an area of not less than 6,000 square feet.
- 2. A lot on which there is erected a townhouse dwelling shall not contain an area of not less than 2,000 square feet.
- 3. A lot on which there is erected an apartment house or multiple-family dwelling shall contain an area of not less than 1,800 square feet per dwelling unit.
- b. The minimum width of a lot in the R-2 district shall be 50 feet, except in a townhouse subdivision where the minimum width of lot shall be 20 feet and that the minimum width of a lot located on a cul-de-sac shall be measured at the minimum front yard line.
- 5) *Lot Coverage.* In no case shall more than sixty-five (65%) of the total lot area be covered by the combined area of the principal building and all accessory buildings/use or any other impervious surface such as asphalt or concrete. Townhouses are exempt from this requirement, however lots must meet drainage and landscaping regulations.
- 6) *Parking.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 7) *Additional use, height and area regulations.* Additional use, height, and area regulations shall be as provided in section 150-12.

Sec. 150-6. - M-1 Mobile home subdivision district.

The following regulations shall apply to the M-1 mobile home subdivision district:

- 1) *Use regulations.* A premise shall be used only for the following purposes:
 - a. The establishment of a mobile home subdivision and the placement of mobile homes therein containing at least 900 square feet of floor space. Every mobile home must contain at least one flush water closet, lavatory basin, bathtub or shower, kitchen sink, and water heater, all in good working order and connected to a city-approved water and sewer system and limited to single-family occupancy.
 - b. Non-dwelling facilities, as approved by the city, designed for use of the inhabitants of the subdivision, such as administrative space, laundry, storage, meeting and hobby rooms, recreational spaces, swimming pools, and other recreational and accessory uses.
 - c. Trailer camps, RV parks or mobile home parks shall be consistent with the requirements of Article II- Mobile Home and/or Recreational Vehicle Parks.
 - d. Signs: Signage shall be provided consistent with the requirements of Chapter 114.
- 2) *Height regulations.* No building shall exceed 2 ½ stories or 35 feet in height, except as provided in section 150-12.
- 3) *Yard regulations.*
 - a. *Frontyard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be ten feet for inside lots and 15 feet for corner lots. All garages, carports, or areas for parking automobiles shall be set back at least 20 feet.
 - b. *Sideways.* The minimum side yard setback shall be 8 feet for inside lots and 15 feet for corner lots on street side. All garages, carports or areas for parking automobiles shall be set back a minimum of 20 feet from the street.
 - c. *Rear yards.* The minimum rear yard setback shall be five feet from the alley.
- 4) *Lot Coverage.* In no case shall more than sixty percent (60%) of the total lot area be covered by the combined area of the principal building and all accessory building/use or any other impervious surface such as asphalt or concrete.

5) *Intensity of use.*

Minimum lot size	6,000 square feet (inside lots)
Minimum width	60 feet (inside lots)
Minimum length	100 feet (inside and corner lots)

- 6) *Parking regulations.* Off-Street parking, shall be provided consistent with the requirements of Chapter 134, Article VI. and Article II. - Mobile Home And/Or Recreational Vehicle Parks.

Sec. 150-7. - R-3 rural district.

The following regulations shall apply to the R-3 rural district:

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Any use permitted in the R-1 one-family dwelling district.
 - b. Livestock may be kept as long as they are single-hoofed or split-hoofed and are limited to one (1) livestock per acre of pasture land.
 - c. The area must be located outside the boundaries of Mile 10 to the North, 18th Street to the South, Midway to the West and FM1015 to the East.
- 2) *Size regulations.* The minimum size of subdivision lots in an R-3 rural district shall be two acres.
- 3) *Height regulations.* No buildings shall exceed 2 ½ stories or 35 feet in height.
- 4) *Area regulations.*
 - a. *Front setback.* Any building constructed on any lot shall not be located nearer than 40 feet from the front lot line. Lots located on a cul-de-sac, the minimum depth of the front yard shall be 25 feet from the front lot line, for that part of the front lot line located on the cul-de-sac.
 - b. *Side setback.* Any building constructed on any lot shall not be located nearer than 20 feet from the side lot line. Any building constructed on any corner lot shall not be located nearer than 30 feet from the street side lot line.
 - c. *Rear setback.* Any building constructed on any lot shall not be located nearer than 40 feet from the rear lot line.
 - d. *Garage and carport setback.* Any garage or carport shall meet the same building setback lines as set out in subsections (4) a through (4) b of this section.
 - e. *Signs.* Signage shall be provided consistent with the requirements of Chapter 114.
- 5) *Parking regulations.* No permanent parking shall be allowed upon the streets of a subdivision in an R-3 rural district. All lots must provide for two off-street parking spaces.
- 6) *Building regulations.*
 - a. The minimum finished floor elevation of any residence shall be at a minimum of 18 inches above the centerline of the street or 18 inches above the base flood elevation, whichever is greater. The developer shall establish the base flood elevation and shall provide each buyer with the elevation on every property deed.
 - b. Only one dwelling structure and two accessory structures shall be allowed per lot.
 - c. Fences must be of cedar, masonry, wrought iron, hurricane fencing, or "ranch" fencing, and must be between four feet and eight feet in height. No fence shall protrude beyond one's property boundaries.

- d. All driveways must be of asphalt or concrete and meet City requirements and inspections.
 - e. No temporary structure shall be placed on any lot except for a portable construction structure. Overnight camping shall not be permitted on any lot.
- 7) *Recreational Vehicles.* No recreational vehicles shall be occupied either temporarily or permanently within the city limits except in designated trailer camps or trailer parks. Recreational vehicles may be stored on a lot provided that:
- a. It is not connected to any utility services.
 - b. Is less than 30 feet in length and in accordance with Section 134-143,
 - c. Is stored on a concrete, cement or asphalt pad
 - d. Is located behind the required front setback line

Sec. 150-8.- B-1 neighborhood business district.

The following regulations shall apply to the B-1 neighborhood business district:

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Any uses permitted in the R-2 duplex and apartment district.
 - b. Signs. Signage shall be provided consistent with the requirements of Chapter 114.
 - c. Automobile parking lots/ garages
 - d. Bakeries
 - e. Banks.
 - f. Personal services establishment
 - g. Billiard or pool halls.
 - h. Clinics.
 - i. Daycare facilities
 - j. Filling or service stations provided all storage tanks for gasoline are below the surface of the ground.
 - k. Laundries, self-service.
 - l. Nonmanufacturing ice retail distributing stations provided the capacity does not exceed five tons storage.
 - m. Print Shops
 - n. Lodge halls.
 - o. Mortuaries.
 - p. Restaurants, cafes, cafeterias, and taverns.
 - q. Stores and shops for the sale of products at retail only.
 - r. Studios (art, photo, music).
 - s. Hookah Bars/ Vape Bars
- 2) *Height regulations.* No building shall exceed 3 stories or 45 feet in height.
- 3) *Yard regulations.*
 - a. *Frontyard.* There shall be a front yard along the front line of the lot.
 - i. Corridors identified on the Hidalgo County Thoroughfare Map: The minimum depth of a front yard one foot back from property line for each two feet in building height, not to exceed one-half of the width of the abutting dedicated right-of-way or in line with the majority setback of existing structures along the same block, whichever is greater.
 - ii. All other corridors: the minimum lot depth shall be 20 feet.
 - b. *Side yards.* There shall be a side yard of not less than 6 feet, except that on a corner lot, the side yard on a street side shall be 10 feet.
 - c. *Rear yard.* Rear yard setbacks shall be 10 feet.
- 4) *Intensity of use.* There are no minimum lot area or lot width requirements.

- 5) *Parking regulations.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 6) *Additional use, height and area regulations.* Additional use, height, and area regulations and exceptions shall be provided in section 150-12.

Sec. 150-9. - B-2 secondary and highway business district.

The following regulations shall apply to the B-2 secondary and highway business district:

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Any use permitted in the B-1 neighborhood business district.
 - b. Automobile salesrooms and accompanying service facilities.
 - c. Automobile repair garages.
 - d. Billboards and poster boards.
 - e. Dance halls and skating rinks.
 - f. Frozen food locker plants.
 - g. Hotels.
 - h. Movie theaters/ performance art theaters.
 - i. Laundry and cleaning facilities.
 - j. Tourist courts or motels.
 - k. Any retail businesses not included in the neighborhood business district, provided that such uses are not noxious or offensive by reason of vibrations, smoke, odor, dust, gas, or noise.
 - l. Post offices.
 - m. Wholesale trade.
- 2) *Height regulations.* No building shall exceed 3 stories or 45 feet in height.
- 3) *Yard regulations.*
 - a. *Front yard.* There shall be a front yard along the front line of the lot.
 - i. Corridors identified on the Hidalgo County Thoroughfare Map: The minimum depth of a front yard one foot back from property line for each two feet in building height, not to exceed one-half of the width of the abutting dedicated right-of-way or in line with the majority setback of existing structures along the same block, whichever is greater.
 - ii. All other corridors: the minimum lot depth shall be 20 feet.
 - b. *Sideways.* The side yard setback from all lot lines shall not be less than 6 feet.
 - c. *Rear yard.* The rear yard setback shall be 10 feet.
- 4) *Intensity of use.* There are no minimum lot area or lot width requirements.
- 5) *Parking regulations.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 6) *Additional use, height, and area regulations.* Additional use, height, and area regulations and exceptions shall be as provided in section 150-12.

Sec. 150-10. - B-3 central business district.

The following regulations shall apply to the B-3 central business district: *Central business district* is the area located between Pike Boulevard and Sixth Street and between the alley east of Kansas Avenue and the alley west of Missouri Avenue.

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Any uses permitted in the B-2 district.
 - b. Storage in bulk, or warehouses for such material as household goods, clothing, drugs, glass, dry goods, furniture, hardware, groceries, and shop supplies.
 - c. Wholesale sales room.
- 2) *Height regulations.* No building hereafter erected or structurally altered within the B-3 district shall exceed six stories or 75 feet.
- 3) *Yard regulations.*
 - a. *Front yard.* For uses permitted in the B-3 district, no front yard is required.
 - b. *Sideways.* For uses permitted in the B-3 district, there are no side yard requirements.
 - c. *Rear yard.* For uses permitted in the B-3 district, there are no rear yard regulations.
- 4) *Intensity of use.* There are no minimum lot area or lot width requirements.
- 5) *Parking regulations.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 6) *Additional use, height, and area regulations.* Additional use, height, and area regulations and exceptions shall be as provided in section 150-12.

Sec. 150-10.1. - B-4 neighborhood office district.

- a) *Permitted uses.* Permitted uses in the B-4 neighborhood office district shall include:
 - 1) Offices for professional services including executive, administrative, financial, legal, accounting, writing, clerical, stenographic, drafting, engineering, real estate, insurance and other similar or related uses;
 - 2) Single-family dwellings, duplexes and townhouses;
 - 1) Parking associated with such office or residential uses;
 - 2) Signage shall be provided consistent with the requirements of Chapter 114.
- b) *Lot size.* Lot sizes in the B-4 neighborhood office district shall be as follows:
 - 1) *Intensity of Use:* The minimum lot size shall be 6,000 square feet.
 - 2) *Yard Regulations:*
 - i. *Front yard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be 25 feet. The minimum depth of such front yard located along a cul-da-sac shall be 20 feet.
 - ii. *Sideways.* There shall be a side yard on each side of a building of not less than ten percent of the width of the lot, but such side yard shall not be less than five feet.
 - iii. *Rear yard.* The depth of the rear yard shall be at least 20 percent of the depth of the lot, but such depth need not be more than 25 feet.
 - 3) Any new commercial structure erected in the B-4 neighborhood office district shall

conform as much as possible to the current character of the existing neighborhood. New buildings should be of similar size and scale as existing structures on the same block and the height of new commercial structures shall not exceed one story.

- 4) To facilitate the city's evaluation of the consistency between the proposed new structure or new use of an existing structure with the existing neighborhood and in order to verify compliance with sidewalk, landscaping, parking and other requirements, a detailed site plan, including the use and location of all structures on all adjoining lots, must be submitted and approved prior to issuance of a building permit, or if no building permit is required for the project, prior to issuance of a certificate of occupancy.
- c) *Parking.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- d) *Sidewalks.* For both new commercial structures and conversion of existing residential structures to commercial uses, a sidewalk of no less than four feet shall be installed, three feet from the back of curb. Compliance with this sidewalk standard may require the dedication of additional right-of-way to the city.
- e) *Landscaping.* The landscaping provisions of Chapter 26, Article XI, shall apply in the B-4 neighborhood office district.

Sec. 150-11. - I Industrial district.

The following regulations shall apply to the I Industrial district:

- a. *Use regulations.* Any building or premises may be used within the I district for any purpose not in conflict with any ordinance of the city, provided that no building or occupancy permit shall be issued for any of the following uses until and unless the location of such use shall have been approved by the city commission following a recommendation by the planning commission:
- b. Cement or lime manufacture.
- c. Distillation of bones.
- d. Explosives manufacture or storage.
- e. Fat rendering.
- f. Garbage, offal or dead animal incineration, reduction or dumping.
- g. Junkyards or automobile wrecking yards.
- h. Petroleum refinery.
- i. Slaughter and dressing of animals (not including poultry and rabbits).
- j. Stockyards.
- k. Wholesale storage of gasoline or other petroleum products in carload lots or more above ground.
- l. Any manufacturing or processing use, including those whose operations are not conducted within a totally enclosed building.
- m. The outside storage of materials or equipment that is not screened.

- n. Laboratories—Experimental, film or testing.
 - o. All public utilities, including buildings, necessary structures, storage yards, and other related uses.
 - p. Warehousing and storage.
 - q. The residence of a night watchman or caretaker employed on the premises, including mobile homes.
 - r. Any wholesale trades including raw [raw] cotton, grain, hides, skins, and raw furs, tobacco, wool or mohair, commercial or industrial machinery or synthetics, metals and minerals, and petroleum bulk stations and terminals.
 - s. Accessory uses and structures customarily related to the above principal uses authorized in this district, including a mobile home used as an office.
 - t. Solar and wind farms
- 3) *Height regulations.* No building shall exceed a height of six stories or 75 feet and must be in compliance with airport regulations.
- 4) *Yard regulations.*
- a. *Front yard.* There shall be a front yard along the front line of the lot.
 - i. Corridors identified on the Hidalgo County Thoroughfare Map: The minimum depth of a front yard one foot back from property line for each two feet in building height, not to exceed one-half of the width of the abutting dedicated right-of-way or in line with the majority setback of existing structures along the same block, whichever is greater.
 - ii. All other corridors: the minimum lot depth shall be 20 feet.
 - b. *Side yards.* The side yard setback from all lot lines shall 10 % of lot depth not less than 6 feet. On a corner lot, the side yard on a street side shall be 10 feet.
 - c. *Rear yard.* Rear yard setback shall be 10 feet.
- 5) *Intensity of uses.* There are no minimum lot area or lot width requirements.
- 6) *Parking regulations.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 7) *Additional use, height, and area regulations.* Additional use, height, and area regulations and exceptions shall be as provided in section 150-12.

Sec. 150-11.1. Overlay Design District (Reserved)

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

a) *Use regulations.*

- 1) *Accessory buildings and accessory use.* No accessory building or accessory use shall be constructed upon a lot until the construction of the main use building has commenced. No accessory building shall be used unless the main use building on the lot is also being used. R-3 Rural District areas shall be excluded from this requirement.
 - a. In a residence or an apartment district any accessory building and use shall be smaller in both size and scale than the main use building, detached from the main building,

without separate bath or kitchen facilities, not used for commercial purposes and not rented or leased. Separate bath facilities shall be allowed in cabanas and other private poolside structures; however, that such structure shall never be used as a residence.

b. In commercial districts, an accessory building and use shall be smaller in both size and scale than the main building, the use of which is incidental to and used only in conjunction with the main building.

c. Guest house and Maids Quarters requirements shall be as follows:

1. Must be on the same utilities as primary residence.
2. May have separate kitchen facilities
3. Restricted to R-1 and R-3 districts only.
4. Maids Quarters must have access through interior corridors or attached to main use building.

d. Portable building/ portable classrooms shall be permitted in any public, semipublic or private schools. Portable building/ portable classrooms shall be permitted at any daycare or childcare center that within a commercially zoned area. Portable building/ classrooms must comply within standard setbacks for the zoned area.

2) *Railroad rights-of-way.* On all existing rights-of-way of railroad companies, regardless of the zoning district in which such rights-of-way are located, railroad trackage and accessories to railroad movement may be constructed or maintained.

3) *Conditional use regulations.*

a. *Purpose; defined.* To provide for the compatible and orderly development of the city, certain uses are hereby declared to be conditional. The term "conditional use," when used in this section, means a use that may be suitable only in certain locations in the zoning district at any particular time or, likewise, may be inappropriate in a zoning district due to conditions then existing. In general, uses declared to be conditional under the terms of this chapter are recreational uses operated as a commercial enterprise and requiring the payment of money or a thing of value by the customer to the owner or operator as a condition for partaking in the recreational activity therein offered.

b. *Uses declared to be conditional.* In extension and not in limitation of the definition of a conditional use in subsection (a)(3) a. of this section, the following uses are hereby declared to be conditional:

1. Billiard or pool halls.
2. Dance halls/Event Centers
3. Skating rinks.
4. Bowling alleys.
5. Amusement parks
6. Permanent circus (longer than two weeks)
7. A day care center in a residential district, subject to the satisfaction of the following mandatory minimum conditions designed to protect the

single-family residential character of the neighborhood:

- i. 6' high screened opaque buffer fence is required along outdoor play area
 - ii. The maximum number of children permitted will be 12
 - iii. No outside storage areas permitted
 - iv. Business must take place in primary structure for home
 - v. No exterior alterations indicating that a different use other than residential are permitted, the location must maintain the look of a residential area.
 - vi. Must meet state requirements
 - vii. Must have a drop-off area adjacent to the street
 - viii. Only 1 daycare is permitted on dead-end streets and cul-de-sacs
 - ix. The spacing between daycares must be 600ft
 - x. If applicant is not the property owner, an authorization letter must be provided by owner
 - xi. The conditional use permit shall be renewable upon one-year terms;
 - xii. No garages, carports or accessory buildings can be used for occupation
 - xiii. If Conditional Use Permit is revoked, applicant cannot request a permit within 1 year
 - xiv. State Comptroller Registration must be provided and a copy submitted to the City
 - xv. Property must be at least 50 ft wide
 - xvi. Property must be in compliance with latest adopted building permit at the time of application
 - xvii. A sign may be posted with a maximum size of 1.5ft X 1.5Ft and must be non-illuminated
 - xviii. All outdoor decorations along walls, fences or lawns shall be prohibited.
 - xix. Exterior walls of the building and fencing must be painted in conformance with the surrounding color schemes of the existing neighborhood.
8. Mental, drug or alcohol group therapy centers.
 9. All businesses holding mixed beverage alcohol permits.
 10. Assisted living facility (personal care homes and other similar type facilities) businesses in R-2,B-1,B-2, B-3, or I zoning districts.
 11. Hospice facilities in R-2,B-1,B-2, B-3, or I zoning districts.
 12. Bed and breakfast businesses shall be a permitted use in all zoning districts except in the I industrial district where they are prohibited, subject to the satisfaction of the following mandatory minimum

conditions designed to protect the single-family residential character of the neighborhood:

- i. The owner of the real property on which the bed and breakfast inn is located must reside in the dwelling that is classified as a bed and breakfast homestay and bed and breakfast inn;
- ii. One off-street parking space must be provided for each guest room and the off-street parking must not be visible, as a result of sufficient landscaping, a stone or masonry wall, solid wooden fence, or some combination thereof, at street level, from the public right-of-way or any adjacent residential property;
- iii. Compliance with all applicable fire, building and health codes;
- iv. Signage shall be provided consistent with the requirement of Chapter 114.
- v. No cooking facilities of any kind shall be permitted in any guest room;
- vi. The only meal to be provided to guest shall be breakfast, and it shall only be served to guest taking lodging in the facility.
- vii. Guests may stay no longer than two weeks continuously in bed and breakfast classified as homestay or inn;
- viii. The conditional use permit shall be renewable upon one-year terms:
 - i. Yearly facility inspection must be conducted by Planning, Fire Marshal, Health and Building Departments prior to one year renewal.
 - ii. A police report of the location must be provided to the Commission as part of the renewal application.
- ix. Such other conditions as the planning and zoning commission may recommend or the city commission may impose if it is determined to be necessary or desirable for the protection of nearby properties and in the public interest;
- x. The property owner must provide proof of registration with the Texas Comptroller for the collection of hotel/motel taxes;
- xi. All property owners must obtain approval for a conditional use permit prior to the listing of the property on any host site;
- xii. All property owners must provide proof of liability insurance which specifically covers bed and breakfast;
- xiii. All bed and breakfast host must have at least one guest officially sign in, providing a real name, address, contact information, car registration, or a copy of a driver's license, which must be provided to the City upon request;
- xiv. The official guest sign in record, hosting dates and financial

documents must be maintained for a minimum of four years and must be made available to the City upon request for auditing to ensure tax compliance.

- xv. The occupancy maximum shall be conspicuously posted within the bed and breakfast; and
 - xvi. The name and telephone number of the local responsible party shall be conspicuously posted within the bed and breakfast and provided to Planning Department staff. The responsible party shall answer calls twenty-four (24) hours a day seven (7) days a week for the duration of rental period to address problems associated with the bed and breakfast.
13. The operation of a private or public school in an "R-1" district.
14. Any other use of a recreational nature as described in section 150-12(a) (3) a.
15. Businesses that require any of the following on-premise licenses/permits from the Texas Alcoholic Beverage Commission:
- i. Wine and beer retailers permit.
 - ii. Beer retail dealers on premise license.
 - iii. Retail dealers on-premise late hours license.
 - iv. Brewpub license.
 - v. Wine and beer retailers permit for excursion boats.
 - vi. Wine and beer retailers permit for railway dining car.
 - vii. Mixed beverage permit.
 - viii. Mixed beverage late hours permit.
 - ix. Mini bar permit.
 - x. Caterer's bar permit.
 - xi. Food and beverage certificate.
 - xii. Beverage cartage permits.
 - xiii. Mixed beverage restaurant permit with food beverage certificate.
16. Businesses that require any of the following off-premise licenses/permits from the Texas Alcoholic Beverage Commission: [The change of ownership shall be exempt from the Conditional Use Requirement, case shall be handled administratively by the Office of the City Secretary. Unless license was revoked in accordance with Section 150-12(h) (3)]
- i. Wine and beer retailer's off-premise permit.
 - ii. Beer retail dealer's off-premises.
 - iii. Package store permit.
 - iv. Wine only package store permit.
 - v. Local distributors permit.
 - vi. Local cartage permit.
 - vii. Local cartage transfer permit.
 - viii. Package store tasting permit.

c. *Permit required.* Notwithstanding any other provision of this chapter, no conditional use may be established or operated in any zoning district where such use is otherwise permitted or authorized under the terms hereof unless a use permit is first granted by the city in accordance with the requirements of this section. A use permit may only be issued by the city commission after receipt of recommendation from the planning and zoning commission of said city. The use permit may have a specified time limitation attached and may impose conditions other than those which are specifically set forth in this chapter.

d. *Approval procedure; responsibility.* The planning director or duly appointed representative will have the responsibility for processing all applications for use permits required for conditional uses and for forwarding such applications to the planning and zoning commission.

1. After receiving an application for a use permit, the planning director or duly appointed representative shall place the request on the agenda of the next planning and zoning commission meeting at least 14 days from the date of the advertisement is published.
2. The planning director or duly appointed representative shall conduct a technical review of the application and shall forward a recommendation to the planning and zoning commission. The planning and zoning commission shall make a formal recommendation to the city commission. The city commission shall approve or disapprove the application, after public hearing and after receiving the report of the planning and zoning commission according to the procedure set out in section 150-20(c) and (d).
3. A conditional use permit shall be granted only when the proposed use is otherwise permitted in the zoning district in which it is proposed to be located.
4. In granting a use permit, the city commission may impose such requirements and conditions with respect to location, construction, maintenance, and operation for the particular use that they deem necessary for the protection of adjacent property and in the public interest, in addition to those expressly stipulated in this chapter.

e. *Application filing procedure and fees.* Application shall be made by the property owner, lessee, or certified agent thereof, to the planning commission on a form prescribed for this purpose by the city. Such application may be accompanied by drawings as set forth in subsection (a) (3) f of this section. The granting of a use permit does not exempt the applicant from complying with requirements of article III of chapter 26 or other ordinances. The fee for a use permit shall be \$300.00, payable at the time application is made. No part of this fee shall be refundable. The application shall contain the following information:

1. The name of the proposed use.
2. The location of the proposed use.

3. The purpose of the proposed use.
4. The owners and operators of the proposed use.
5. Whether or not alcoholic beverages will be consumed on the premises.
6. The hours of operation of the proposed use.
7. An application for a conditional use permit for the same location can only be submitted once during a 12-month period. The city commission may waive this requirement if circumstances warrant it.

f. Preliminary Site plans preferred.

1. *Purpose.* The purpose of the site plan is to ensure a feasible compliance with this chapter and to assist in the orderly and harmonious development of the city, to protect the general welfare, and to help prevent the impairment by the erection of structures, additions or alterations without proper attention to site planning.
2. *Contents.* The site plan shall contain:
 - i. The location of all structures on the subject property.
 - ii. Landscaping and/or fencing of yards and setback areas and the use of landscaping and/or walls or fences for screening purposes.
 - iii. Design of ingress and egress to minimize interference with traffic flow on abutting streets.
 - iv. Off-street parking and loading facilities.
 - v. Height of all structures.
 - vi. Proposed uses.

g. Prerequisites for approval.

1. No structure or property in any district shall be used for a use listed as a conditional use without first having a use permit for such use from the city commission.
2. The city commission, after receipt of report and recommendations from the planning and zoning commission may permit a conditional use subject to appropriate conditions and safeguards when, after public notice and hearing, it finds and determines that:
 - i. The proposed use meets all the minimum standards established in this chapter and in applicable health and safety ordinances of the city for this type of use;
 - ii. The proposed use is in harmony with the purpose and intent of this chapter and of the plan for the physical development of the district, as embodied in the comprehensive plan of the city; and
 - iii. The proposed use will not be detrimental to the health, welfare and safety of the surrounding neighborhood or its occupants, nor be substantially and permanently injurious to neighboring property. The city commission, in making this determination, may take into account the place or manner in which the applicant is likely to

conduct the business and the number of similar establishments in the area, if any. Any undue concentration of conditional uses in any area of the city shall be avoided.

3. The city commission may impose additional reasonable restrictions or conditions to carry out the spirit and intent of this chapter and to mitigate adverse effects of the proposed use. The requirements may include, but are not limited to, increased open space, loading and parking requirements, suitable landscaping, and additional improvements such as curbing and sidewalks.

h. Development and/or automatic cancellation.

1. Following the issuance of the conditional use, the building official shall ensure that, if the development is undertaken, it is completed in compliance with said permit. However, if a use permit has not been used within twelve months after the date granted, the permit is automatically cancelled. An applicant may be granted a six-month extension from the Planning & Code Enforcement Director as long as request is submitted in writing two weeks prior to expiration.
2. The conditional use is granted solely to the agent authorized by the property owner to use establishment/property. Should ownership or the authorized agent change the conditional use is considered void.
3. An alcoholic beverage establishment meeting or exceeding one or more of the criteria set forth below will not be eligible for a city liquor permit renewal and will be subject to a permit revocation at any time during the permit period if violations established below are met or exceeded. (All violations refer to those that take place within the property of the establishment.
 - i. Five unreported fights or disturbances;
 - ii. Two separate incidents which result in a homicide or homicides;;
 - iii. Any one offense of prostitution, lewd conduct, gambling, drug or narcotics possession or sales, or assault permitted or committed on the premise, by act or omission, by the owner, agent or employee of the premise.
 - iv. Fifteen arrest of intoxicated persons on premises;
 - v. Any two sales of alcoholic beverages to a minor by the owner, agent or employee of the premises; or
 - vi. Two violations in the hours of operation.

Any establishment denied the renewal of a City Liquor permit due to meeting or exceeding the above criteria will require a new Conditional Use Permit to open or re-open any bar at the same location regardless of duration of closure of previous establishment (no non-conforming use).

- i. *Preexisting conditional uses to be considered nonconforming.* Any existing conditional use in operation prior to the effective date of the ordinance from which this subsection is derived is hereby declared to be a nonconforming use and subject to the provisions of section 150-12. However, any nonconforming conditional use

which holds a license or permit from the state alcoholic beverage commission authorizing the on-premises consumption of alcoholic beverages shall become subject to the provisions hereof upon the transfer of such license or permit to any person, and the new licensee or permittee shall not be entitled to use the premises for any use for which a use permit is required until he has applied for a use permit and a use permit has been granted by the city commission.

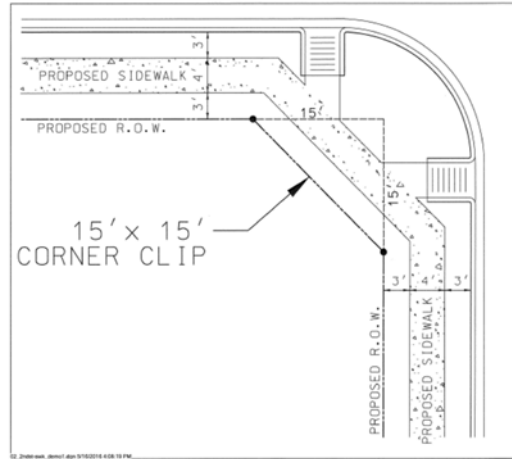
b) *Height regulations.*

- 1) Public, semipublic or private service buildings, hospitals, institutions or schools, where permitted in a district, may be erected to a height not exceeding 60 feet, and churches and temples may be erected to a height not exceeding 75 feet if the building is set back from each yard line at least one foot for each two feet additional height above the height limit otherwise provided in the district in which the building is located.
- 2) Chimneys, cooling towers, elevator bulk heads, fire towers, grain elevators, flour mills, monuments, stacks, or scenery lofts, tanks, water towers, ornamental towers and spired church steeples, or necessary mechanical appurtenances may be erected to a height in accordance with existing or hereafter adopted ordinances of the city, provided that in the absence of any such ordinance, there shall be no height limitation on these structures.

c) *Area and density regulations.*

- 1) In a district in which commercial or industrial buildings are built with one or more stories for residential purposes above the commercial or industrial uses, no side yards will be required for the residential portions of the building, provided that the part of the building intended for residential use is not more than two rooms deep from front to rear.
- 2) No yard or other open space provided about any building, for the purposes of complying with the provisions of these regulations, shall again be used as a yard or an open space for another building. Every part of a required yard shall be open to the sky and unobstructed by buildings except for accessory buildings in the rear yard and except the ordinary projections of skylights, sills, belt courses, cornices, and other ornamental features which may project into such yards a distance of not more than two feet.
- 3) Any building or accessory use constructed on any lot shall be located ten feet from any other building or accessory use on such lot or attached in R-1, R-3 and M-1 Districts.
- 4) Front yard requirements shall be as follows:
 - a. Where 40 percent or more of the frontage on one side of a street between two intersecting streets is developed with buildings that have not observed a front yard as described in subsection (c)(5)a of this section, then:
 1. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on both sides, the minimum front yard shall be a line drawn between the two closest front corners of the adjacent buildings on the two sides; or
 2. Where a building is to be erected on a parcel of land that is within 100 feet of an existing building on one side only, such building may be erected as close to the street as the existing adjacent building. In determining such front yard depth, buildings located entirely on the rear one-half of a lot shall not be counted.
 - b. On any corner lot on which a front or side yard is required, no wall, fence, sign, or

other structure, or any plant growth shall be permitted or maintained higher than three feet above the curb level within 15 feet of the intersection of the property lines. All opaque fencing extended to the front yard shall upon any corner lot construct a 15 foot by 15 foot corner clip fence.



- c. Front yard solid face fences extending past the forward most portion of the main use building to the front and side lot of property lines shall be restricted to a height of not more than thirty (36) inches above the grade of the yard within 15 feet of the front property line.
 - d. Attached accessory buildings or accessory uses in an R-1, R-2, R-3 or M-1 zone shall be from the front property line the same distance required for the main building, for front yard purposes. Detached accessory buildings or accessory uses shall be located in the area defined as the rear yard.
- 5) Side yard requirements shall be as follows:
- a. The minimum width of a side yard of a corner lot in the R-1 and R-2 districts shall be not less than ten feet, provided that if the corridor is identified on the Hidalgo County Thoroughfare Map and the street side line of a corner lot is in the same block frontage with a lot whose street line is a front of such lot, the side yard shall extend to the average alignment of the buildings along the same side of the street, unless such buildings are more than 25 feet back from the street line, in which case the side yard need not be more than 25 feet.
 - b. A side yard of not less than 25 feet on the side of the lot adjoining on an R-1 or R-2 district shall be provided for all schools, libraries, churches, community houses, clubs, and other public or semipublic buildings hereafter erected or structurally altered.
 - c. Where 40 percent or more of the side yard on one side of a street between two intersecting streets is developed with buildings that have not observed a side yard, then:
 - 1. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on both sides, the minimum side yard shall be taken at an average of the adjacent buildings on the two sides; or
 - 2. Where a building is to be erected on a parcel of land that is within 100 feet of an existing building on one side only, such building may be

erected as close to the side yard as the existing adjacent building.

- d. Where a lot in a B-1, B-2, B-3, or I district is not used for residential purposes and abuts upon an R-1 or R-2 district, a side yard shall be provided of not less than ten feet. Furthermore, in such abutting zones, it shall be required that the commercial zone developer must provide and permanently and adequately maintain a permanent screening fence of masonry and/or solid wood of redwood and/or cedar, no less than eight feet in height, and that the building must set back no less than ten feet from such abutting property line, such screen shall set back within the property line. Furthermore, if the residential building converts to a commercial or industrial building, a permanent screening fence of masonry and/or solid wood of redwood and/or cedar, no less than eight feet in height, shall be required.
- e. Garages detached or attached to the main use building entering on the side street of a corner lot, shall maintain a side yard of 20 feet in front of the garage.

6) Rearyard requirements shall be as follows:

- a. In R-1 and R-2 districts, no main use, accessory use or accessory building shall be constructed, placed or located within five feet of the rear property line on any lot.
- b. Any accessory building or accessory use constructed on any lot in an R-1 or R-2 district shall be located ten feet from the main use building on such lot or attached and may not be more than one story in height.
- c. Any building constructed on any lot in a B-1, B-2, B-3, or I district shall be located at least ten feet away from all other buildings on such lot.
- d. If an alley abuts the rear property line on any lot in an R-1 or R-2 district, no part of such alley may be used in determining the rear yard setback described in subsection (c)(7)a of this section.
- e. Where 40 percent or more of the rear yard on one side of a street between two intersecting streets is developed with buildings that have not observed a rear yard, then:
 - 1. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on both sides, the minimum rear yard shall be taken at an average of the adjacent buildings on the two sides; or
 - 2. Where a building is to be erected on a parcel of land that is within 100 feet of an existing building on one rear only, such building may be erected as close to the rear yard as the existing adjacent building.
- f. Where a lot in a B-1, B-2, B-3 or I district is not used for residential purposes and abuts upon an R-1 or R-2 district, a rear yard shall be provided of not less than ten feet. Furthermore, in such abutting zones, it shall be required that the commercial zone developer must provide and permanently and adequately maintain a permanent screening fence of masonry and/or solid wood of redwood and/or cedar, no less than eight feet in height, and the building must set back no less than ten feet from such abutting property line, such screen shall set back within the property line. Where a lot in a B-1, B-2, B-3 or I district is used for residential purposes and abuts upon an R-1 or R-2 district, the rear yard requirements from the R-1 or R-2 district shall apply. Furthermore, if the residential building

coverts to a commercial or industrial building, a permanent screening fence of masonry and/ or solid wood of redwood and/or cedar no less than eight feet in height shall be required.

Sec. 150-12. - Nonconforming uses.

- a. *Nonconforming use of land.* The nonconforming use of land where no building is involved existing on the effective date of the ordinance from which this section is derived may be continued for a period of not more than two years therefrom, provided that no such nonconforming use of land shall in any way be expanded or extended either on the same or adjoining property, and that if such nonconforming use of land or any portion thereof is discontinued or changed, any future use of such land shall be in conformity with regulations of the district in which it lies.
- b. *Nonconforming use of buildings.* Except as otherwise provided in this chapter, the nonconforming use of a building existing on the effective date of the ordinance from which this section is derived may be continued, and the use of a nonconforming building may be changed to another use of the same or more restricted classification, but where such use is changed to a more restricted classification it shall not thereafter be changed back to a use of a less restricted classification. A nonconforming building which is or may hereafter become vacant and which shall remain unoccupied or its nonconforming use discarded for a continuous period of one year shall not thereafter be occupied except by a use which conforms to regulations of the district in which it is located.
 - 1) A nonconforming building may be maintained or kept in good repair except as otherwise provided in this section.
 - 2) No existing nonconforming building may be enlarged, extended, reconstructed or altered unless its use is changed to a use permitted in the district in which such building is located except in the event such enlargement, extension, reconstruction or alteration is required by court decision, law, or ordinance.
 - 3) No nonconforming building shall be moved in whole or in part to any other location on the lot unless every portion of such building is made to conform to all the regulations of the district in which it is located.
 - 4) A nonconforming building which is damaged by fire, explosion, flood, wind, earthquake or other calamity or act of God or the public enemy to the extent of 50 percent or more of its reasonable value may not be restored except in conformity with the regulations of the district in which it is located.
- c. *Prohibited; alteration, removal, or replacement required.* The following uses now in existence and not in strict conformity with the provisions of the district in which it is located are hereby prohibited, and such uses now in existence in the city shall be altered, replaced or removed to conform to the provisions of this chapter on or before the date shown in the following schedule:
 - 1) Billboards and poster boards: January 1, 1961.
 - 2) Junkyards and automobile wrecking yards: January 1, 1961.

Sec. 150-14. - Permits.

No permit for land improvements or the erection, alteration, or enlargement of any

building shall be issued by the building inspector unless there first be filed in his office by the applicant therefor, a plat, drawn to scale, and in such form as may be prescribed by the building inspector, correctly showing the location and actual dimensions of the lot to be occupied, the dimensions and location on the lot of the building to be erected, altered or enlarged, together with a true statement in writing, signed by the applicant, showing the use for which such building is arranged, intended or designed, and furnishing such other information as the building inspector may require in the enforcement of the provisions of this chapter, and any failure to comply with the provisions of this chapter shall be good cause for the revocation of any such building permit by the building inspector. Prior to the pre-pour of any cement, concrete or asphalt for an unimproved residential lot a form survey noting setbacks and elevations must be filed with and accepted by the building inspector. Unclaimed permits shall expire six (6) months after the date of approval.

Sec. 150-15. - Cluster housing development.

- a) *Purpose of CHD.* The purpose of a CHD is to allow creative residential development otherwise precluded by this chapter which has as its purpose a more efficient and functional use of land.
- b) *CHD permit required.* When the planning and zoning commission is petitioned by the owner of a tract of land zoned R-2 and comprising an area of not less than two acres, for the purpose of creative residential development of a density not to exceed the maximum allowed in the R-2 residential district, the planning and zoning commission may recommend to the city commission the granting of a permit in accordance with the provisions of this section.
- c) *CHD permit fees.* A CHD application shall be accompanied by a permit fee of \$75.00. No action by the city commission shall be valid until the permit fee has been paid. This fee shall not be refunded should the CHD plan be disapproved by the city commission.
- d) *Permit procedure for CHD.* The regulations prescribed herein shall regulate the procedure for making application for a permit for a cluster housing development. The submittal of the preliminary CHD plan, the staff review and comments, the recommendations by the planning and zoning commission on the preliminary plan, the public hearing, the action by the city commission on the preliminary development plan, the submittal of the final development plan, the staff investigation and technical report, the recommendation by the planning and zoning commission on the final development plan, the public hearing, and the action by the city commission on the development plan. Approval of the preliminary development plan may be considered as approval of the final development plan if no changes are required by the planning commission and the city commission and all requirements are included on the development plan.
- e) *Preliminary and final CHD plan.* The following requirements and procedures shall be observed in the preparation and filing of the preliminary and final CHD plan:
 - 1) *Proof of ownership or control.* Before a preliminary CHD plan shall be approved for any improvement in an R-2 district, the owner of all the land included in said area, of all structures existing thereon, and all encumbrances of both said land area and structures, hereinafter known as the applicant, shall present sufficient evidence to establish that the applicants are in fact all the owners or have control of all outstanding interests of the land and structures thereon.
 - 2) *Time for filing and copies required.* The applicant shall file 25 blue or black line copies of the CHD plan and the permit fee set forth subsection (c) of this section with the department of planning at least 15 days prior to the date, at which formal application for the preliminary plat approval is made to the planning commission.
 - 3) *Contents.* The preliminary and the final CHD plans shall be certified by the applicants and shall conform to the specifications and requirements set forth in the section 26-2.020 and 26-2.03 of the subdivision regulations ordinance (appendix B to this Code), and contain

any other information deemed necessary.

4) *General requirements.*

a. *Yard requirements.*

1. Front yard: None specified. Front yard setback may be required by the planning and zoning commission and city commission to insure conformity with surrounding areas.
2. Side yard: None required, except for on corner lots, each of which shall have a side yard of at least ten feet.
3. Rear yard: None specified. Rear yard setback may be required by the planning and zoning commission and city commission to insure conformity with surrounding areas.

b. *Minimum area requirements.*

1. No site for CHD shall contain less than two acres.
2. No cluster housing development shall exceed a density allowed in the R-2 residential district.

c. *Maximum building height.* Maximum height shall be 2 ½ stores or 35 feet.

d. *Maximum units per building.* The total dwelling units in any groups of attached dwelling shall not exceed six units.

e. *Minimum distance between buildings.* The minimum distance between buildings shall be ten feet.

f. *Minimum parking spaces.* Off-street parking shall be provided on the basis of two spaces per dwelling unit, both of which may be provided in a common parking area.

- f) *Preliminary and final CHD plan review.* Each CHD plan shall be submitted to the department of planning and shall be reviewed in accordance with the procedure set forth in section 26-2.03 E of the subdivision regulation ordinance (appendix B to this Code).
- g) *CHD plan recording.* Upon approval of the final CHD plan by the city commission, the applicant shall record one of the approved final plans with the department of planning.
- h) *Effects of recording CHD plan.* All final CHD plans registered and recorded hereunder shall be binding upon the applicant and his heirs, successors and assigns, shall limit and control the issuance and validity of all permits, and shall restrict and limit the construction, location, use, and operation of all land and structures included within such plans to all conditions and limitations set forth in such plans.
- i) *Amendments and appeals.* All applicants for a CHD and site plan which are disapproved may file with the reviewing agents who disapproved the plan an amendment to such plan or an amended plan, which amendment or amended plan shall be limited exclusively to changes made necessary to accomplish compliance, with the grounds for disapproval stated by the reviewing agent. Such amendment or amended plan shall be reviewed in accordance with the same time limits and procedures as provided herein for original submission.
- j) *Coordination with subdivision regulations.* It is the intent of this section that the subdivision ordinance (appendix B to this Code) is carried out simultaneously with the review of a cluster housing development under other pertinent sections of the subdivision ordinance (appendix B to this Code).
 - 1) The plans required under this section must be submitted in a form which will satisfy the requirements of the subdivision ordinance (appendix B to this Code) for the preliminary and final plans required under those regulations.
 - 2) Both this section and other sections of the subdivision ordinance (appendix B to this Code) contain regulations which apply to such matters in the design of a cluster housing development as streets and open spaces. In any cluster housing development for which the provisions of two ordinances are in conflict, the most stringent shall prevail.

Sec. 150-16. - Neighborhood shopping center.

- a) The owner of any tract of land comprising an area of not less than 2 ½ acres and not lying within a business district may submit a development plan for a neighborhood shopping center. Such application shall be processed in accordance with the provisions of section 150-20.
- b) The city planning commission may recommend to the city commission that such application be approved if the application conforms to the following:
 - 1) The uses permitted in the center shall be limited to those of the B-1 neighborhood business district as listed in section 150-8.
 - 2) The entire development is designed as a single architectural unit with appropriate landscape and architectural treatment of the entire area.
 - 3) At least four times the gross floor area of the stores included in the development is provided in off-street parking areas, which are integral parts of the design of the unit plan.
 - 4) The appropriate use of property adjacent to the area included in the plan will be fully safeguarded, and to this end, the city commission may make such requirements as it deems necessary.
 - 5) Satisfactory evidence shall be submitted that the automobile parking areas and the landscaped areas will be properly constructed and maintained.
 - 6) The plan is consistent with the intent and purposes of this chapter to promote the public health, safety, and general welfare.

Sec. 150-17. - Certificate of occupancy.

- a) No vacant land shall be occupied or used except for agricultural uses, until a certificate of occupancy shall have been issued by the building inspector.
- b) No premises shall be used and no buildings hereafter erected or structurally altered shall be used, occupied or changed in use, until a certificate of occupancy and compliance shall have been issued by the building inspector, stating that the building or proposed use of a building or premises complies with the building laws and the provisions of these regulations.
- c) Certificates of occupancy and compliance shall be applied for coincident with the application for a building permit and shall be issued within ten days after the erection or structural alterations of such buildings or land improvements shall have been completed in conformity with the provisions of these regulations.
- d) No permit for excavation for any building shall be issued before application has been made for a certificate of occupancy and compliance.
- e) A certificate of occupancy shall be required of all nonconforming uses. Application for a certificate of occupancy for nonconforming uses shall be filed with the building inspector within 12 months from the effective date of the ordinance from which this chapter is derived.

Sec. 150-18. - Boundaries of districts; rules where uncertainty may arise.

Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of this chapter, the following rules apply:

- 1) The district boundaries are either streets or alleys unless otherwise shown, and where the districts designated on the zoning map are bounded approximately by street or alley lines, the street or alley shall be construed to be the boundary of the district.
- 2) Where the district boundaries are not otherwise indicated, and where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be the lot lines, and where the districts designated on the zoning map are bounded approximately by lot lines, the lot lines shall be construed to be the boundary

- of the districts unless the boundaries are otherwise indicated on the map.
- 3) In un-subdivided property, the district boundary lines on the zoning map shall be determined by use of the scale appearing on the map.

Sec. 150-19. - Board of adjustment.

- a) A board of adjustment is hereby established.
- b) The board of adjustment shall consist of five members who are property owners in the city, each to be appointed for a term of two years and removable for cause by the city commission upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.
- c) The board shall adopt rules in accordance with the provisions of this chapter. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine. Such chairman or, in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision, or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under any such ordinance, or to effect any variation in such ordinance.
- d) Appeals to the board of adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the city affected by any decision of the building inspector. Such appeal shall be taken within a reasonable time, as provided by the rules of the board, by filing with the officer from whom the appeal is taken and with the board of adjustment a notice of appeal specifying the grounds therefor, and by paying a filing fee of \$ 250.00 plus \$20.00 for each additional variance at the time the notice is filed, which shall be credited to the general fund of the city. In all cases where publication of notice of public hearing in the official publication of the city is required by this chapter and the laws of the state, the applicant, in such instances, shall deposit with the city secretary such sum as may be required to pay the cost of such publication before such publication is made. The officer from whom the appeal is taken shall forthwith transmit to the board all the papers constituting the record upon which the action appealed was taken. An appeal stays all proceedings in furtherance of the action appealed, unless the officer from whom the appeal is taken certifies to the board of adjustment, after the notice of appeal shall have been filed with him, that, by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the board of adjustment or by a court of record on application or notice to the officer from whom the appeal is taken and on the cause shown. The board of adjustment shall fix a reasonable time for the hearing of the appeal, giving public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person or by agent or attorney.
- e) The board of adjustment shall have the following powers:
 - 1) To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this chapter.
 - 2) When a property owner can show that a strict application of the terms of this chapter relating to the use, construction or alteration of buildings or structures or the use of land will impose upon him practical difficulties or particular hardship, the board may consider and allow variations of the strict application of the terms of this chapter if the variations are in harmony with the general purpose and intent of this

chapter, and the board is satisfied, under the evidence heard by it, that a granting of the variation will not merely serve as a convenience to the applicant but will alleviate some demonstrable hardship or difficulty so great as to warrant a variation from the comprehensive plan created by this chapter.

- 3) The board may authorize a variance where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property of record at the time of the adoption of the ordinance from which this section is derived or by reason of exceptional topographical conditions or other extraordinary or exceptional situation or condition of a specific piece of property, the strict application of a provisions of this chapter would result in peculiar and exceptional practical difficulties and particular hardship upon the owner of the property and amount to a practical confiscation of the property as distinguished from a mere inconvenience to the owner, provided the variation can be granted without substantial detriment to the public good and without substantially impairing the general purpose and intent of the comprehensive plan as established by the regulations and provisions contained in this chapter.
- 4) When, in its judgment, the public convenience and welfare will not be substantially or permanently injured, the board of adjustment may, in a specific case, after public notice and hearing and subject to appropriate conditions and safeguards, authorize special exceptions to the regulations herein established as follows:
 - a. To permit a transitional use between a business or industrial district and a dwelling district where the side of a lot in a one-family district or a two-family district abuts upon a lot zoned for business or industrial purposes as follows: on a lot in a single-family dwelling district which sides upon a lot zoned for business or industrial purposes, the board may permit a two-family dwelling.
 - b. To permit the extension of a building or use into a more restricted district, immediately adjacent thereto, but not more than 50 feet beyond the boundary line of the district in which such building or use is authorized.
 - c. To grant, in undeveloped sections of the city, temporary and conditional permits for not more than two years. The granting or existence of such temporary or conditional permit shall not be reason or cause for the extension of such permit.
 - d. To permit such modification of yard, open space, lot area or lot width regulations as may be necessary to secure an appropriate improvement of a parcel of land if such parcel is separately owned at the time of the passage of the ordinance from which this section is derived or subsequent annexation of the city and is of such restricted area that it cannot be appropriately improved without such modification.
 - e. To determine in cases of uncertainty the classification of any use not specifically named in this chapter.
 - f. To grant a permit for the extension of a use, height or area regulation into an adjoining district, where the boundary line of the district divided a lot in a single ownership at the time of the adoption of the ordinance from which this section is derived.
 - g. To permit as an accessory use a parking area for passenger automobiles on a lot or lots in a single-family, duplex, or apartment house district adjoining or across a street of not more than 50 feet in width from an R-1 or R-2 district, subject, however, to the following provisions:
 1. The area shall be properly enclosed with a hedge screen, fence, wall or other suitable enclosure having a height of not less than three feet or

more than six feet. Such fence or enclosure shall conform to the front yard regulations of the district in which it is located.

2. The area shall be paved.
3. No parking of vehicles shall be permitted within six feet of any adjoining lot on which is located a single- family residence, duplex or multiple dwelling.
4. One sign, not exceeding 2 ½ square feet in area, may be erected identifying the lot.
5. No charges may be made for parking, and no other business use may be made of the lot.
6. Any light used to illuminate said parking area shall be so arranged as to direct the light away from any adjoining premises used for residential purposes.

h. To permit the reconstruction of a building occupied by a nonconforming use, or to permit the extension of a nonconforming use of a building upon the lot occupied by such use or building at the time of the passage of the ordinance from which this section is derived.

- 5) Any appeal or permit granted by the board of adjustment shall have perpetual approval for the property.
- f) In exercising the powers established by this section, the board may, in conformity with the provisions of this section, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken.
 - 1) In considering all appeals and all proposed variations to this chapter, the board shall, before making any finding, in a specific case, first determine that the proposed variation will not constitute any change in the district map and will not impair an adequate supply of light and air to adjacent property, materially increase the congestion in public streets, increase the public danger of fire and safety, materially diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, comfort, morals and welfare of the city.
 - 2) Every variation granted or denied by the board shall be accompanied by a written finding of fact, based on sworn testimony and evidence, specifying the reason for granting or denying the variation.

Sec. 150-20. - Changes and amendments.

- a) The city commission may from time to time amend, supplement, or change by ordinance the boundaries of the districts or the regulations herein established.
- b) Before taking any action on any proposed amendment, supplement or change, the city commission shall submit the same to the city planning commission for its recommendation and report.
- c) A public hearing shall be held by the city commission before adopting any proposed supplement, amendment or change. Notice of such hearing shall be given by publication twice in the official publication of the city stating the time and place of such hearing, which time shall not be earlier than 15 days from the first day of such publication.
- d) Written notice of all public hearings before the Planning & Zoning Commission on a proposed amendment of change shall be sent to all owners or real property lying within two hundred (200) feet of the property on which the change is requested. Such notice shall be given not less than ten (10) days before the date set for hearing by posting use notice properly addressed and postage paid to each taxpayer as ownership appears on the Appraisal District.

- e) Unless such proposed amendment, supplement or change has been approved by the city planning and zoning commission or if a protest against such amendment, supplement or change has been filed with the building inspector, duly signed and acknowledged by the owners of 20 percent or more, either of the area of the lots included in such proposed change, or those immediately adjacent in the rear thereof extending 200 feet therefrom, or of those directly opposite thereto extending 200 feet from the street frontage of such opposite lots, such amendment, supplement or change shall not become effective except by a three-fourths vote of the city commission.
- f) Any appeals to either the city commission or the city planning and zoning commission pursuant to this section shall not be considered unless a filing fee in the amount of \$300.00 shall accompany each appeal so made. In all cases where publication of notice of public hearing in the official publication of the city is required by this chapter and the laws of the state, the applicant shall deposit with the city secretary such sum as may be required to pay the cost of such publication before such publication is made.
- g) Any appeal contemplated by any section of this chapter, including, but not limited to, appeals under section 150-19 and this section, shall only be made by the record owner of the property. If an amendment, supplement or change by ordinance is granted to a property owner as the result of an appeal under this section, whereby a change is made from a more restricted to a less restricted area, such amendment, supplement or change, and the ordinance so granting same, shall become null and void, and the property shall revert to its former designation if any terms of the ordinance are violated by the property owner within one year from the effective date of said amendment, supplement or change.

Sec. 150-21. - Enforcement and penalty for violation.

- a) It shall be the duty of the building inspector to enforce the provisions of this chapter and to refuse to issue any permit for any building or for the use of any premises which would violate any of the provisions of this chapter.
- b) In the event any building is erected, constructed, reconstructed, altered, repaired, or converted or any building or land is used in violation of this chapter, the building inspector is authorized and directed to institute any appropriate action to put an end to any such violation.
- c) Any person who shall violate any of the provisions of this chapter or fail to comply therewith or with any of the requirements thereof or who shall build or alter any building in violation of any detailed statement or plan submitted and approved hereunder shall be guilty of a misdemeanor and shall be liable to a fine of not more than \$200.00, and each day such violation shall be permitted to exist shall constitute a separate offense. The owner of any building or premises, or part thereof, where anything in violation of this chapter shall be placed or shall exist, and any architect, engineer, builder, contractor, agent, person or corporation employed in connection therewith and who may have assisted in the commission of any such violation shall be guilty of a separate offense and upon conviction thereof shall be fined as provided in this section.

Sec. 150-22. - Interpretation, purpose and conflict.

In interpreting and applying the provisions of this chapter, this chapter shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, comfort, morals, prosperity and general welfare. It is not intended by this chapter to interfere with or abrogate or annul any ordinance, rules, regulations, or permits previously adopted or issued, and not in conflict with any of the provisions of this chapter, or which shall be adopted or issued pursuant to law relating to the use of building or premises, and likewise not in conflict with this chapter; nor is it intended by this chapter to interfere with or abrogate or annul any easements, covenants or other agreements between parties, except that, if this chapter imposes a greater restriction, this chapter

shall control.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this ____ day of _____, 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

ORDINANCE 2018-02

AN ORDINANCE REPEALING ORDINANCE NUMBER 320, THE CITY OF WESLACO ZONING ORDINANCE; CODIFIED AS CHAPTER 150 OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO TEXAS THAT:

SECTION I.

Ordinance 320 passed and approved on December 1, 1959 as "Zoning Ordinance" and Codified as Chapter 150 of the Weslaco Code of Ordinances is hereby repealed in its entirety.

SECTION II.

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

CHAPTER 150 ZONING ORDINANCE

Sec. 150-1. - Purpose.

The zoning regulations and districts established by this chapter have been made in accordance with a comprehensive plan for the purpose of promoting health, safety, morals, and the general welfare of the city. They have been designed to lessen the congestion in the streets, to secure safety from fire, panic, or other dangers, to provide adequate light and air, to prevent the overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements. They have been made with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city.

Sec. 150-2. - Definitions.

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

Abutting means lying adjacent or contiguous along a common border.

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

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

Apartment means a room or suite of rooms in a multiple dwelling, or in a building in which

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

one family.

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

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

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

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

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

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

Grade means the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the floor and the ceiling next above it.

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

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

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

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

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

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

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

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

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

of a rear yard, the horizontal distance between the property lot line and the main building shall be used.

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

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

Yard, side, means a yard between the main building and the side property lot line of the lot, and extending from the front lot line to the rear yard line.

Sec. 150-3. - Districts.

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

The boundaries of the districts described in subsection (a) of this section are shown on the map attached to the ordinance from which this chapter is derived and which is hereby made a part of this chapter, which is designated as the "Zoning District Map." Said district map and all notations, references, and other information shown thereon are made a part of this chapter and shall have the same force and effect as if said map and said data thereon were fully set forth or described herein. Said map shall, on its face, be identified and verified in the manner following:

- 11) It shall bear the title "Zoning District Map- Weslaco, Texas";
- 12) It shall bear the date with the passing of the ordinance from which this chapter is derived;
and
- 13) It shall bear the name of the Director of Planning.

The original of said map shall be kept in a proper place in the municipal building.

- b) Whenever any street, alley, or other public way is lawfully vacated by the city commission, the

zoning district adjoining each side of such street, alley, or public way shall be automatically extended to the center of such vacated area, and thereafter, all land included in said vacated area shall be subject to all applicable regulations of the extended districts.

- c) All territory hereafter annexed to the city shall be classified as R-1, one-family dwelling district, until permanently zoned by the city commission. The city planning and zoning commission shall, as soon as practicable, after annexation of any territory to the city, institute proceedings on its own motion to give the newly annexed territory permanent zoning, and the procedure to be followed shall be the same as is provided by law for the adoption of original zoning regulations.
- d) Except as hereinafter provided, the following shall apply to all zoning districts:
 - 1) No building shall be erected, converted, enlarged, reconstructed, or structurally altered, and no building or land shall be used for any purpose that is not permitted in the district in which the building or land is situated.
 - 2) No building shall be erected, converted, enlarged, reconstructed or structurally altered to exceed the height limit herein established for the district in which the building is situated.
 - 3) No building shall be erected, converted, enlarged, reconstructed or structurally altered except in conformity with the area and parking regulations of the district in which the building is situated.
 - 4) The minimum yards and other open spaces, including lot area per family, required by this chapter for each and every building existing at the time of the passage of the ordinance from which this chapter is derived, or for any building hereafter erected, shall not be encroached upon or considered as yard or open space requirements for any other building, nor shall any lot area be reduced to an area less than the district requirements of this chapter.
 - 5) Every building hereafter erected or structurally altered shall be on a lot, and in no case shall there be more than one main building on one lot except as otherwise provided in this chapter.
 - 6) Where setbacks have been established by the city commission on a plat of record, those setbacks shall be enforced even though not in compliance with the restrictions set forth in this chapter.

e) Classification of New and Unlisted Uses

It is recognized that new types of land uses will develop and forms of land use not anticipated may seek to locate in the City of Weslaco. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use shall be made as follows:

- 1) The Planning Director or duly appointed representative shall refer the question concerning any new or unlisted use to the City Planning and Zoning Commission requesting an interpretation as to the zoning classification into which the use should be placed. The referral of the use interpretation questions shall be accompanied by a statement of facts listing the nature of the use and whether it involves dwelling activity, sales, processing, type of products, storage, and amount or nature thereof, enclosed or open storage, anticipated employment, transportation requirements, the amount of noise, odor, fumes, dust, toxic material and vibration likely to be generated and the general requirements for public utilities such as water and sanitary sewer.
- 2) The City Planning and Zoning Commission shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts and determine the zoning district or districts within which such use should be permitted.
- 3) The City Planning and Zoning Commission shall transmit its finding and recommendations to the City Commission as to the classification proposed for a new or unlisted use. The City Commission shall by ordinance approve the recommendation of the City Planning and Zoning Commission or make such determination concerning the classification of such use as is determined appropriate.

Sec. 150-4. - R-1 One-family dwelling district.

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

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Single-family dwellings.
 - b. Church (except temporary revival).
 - c. School, public or private, having a curriculum equal to a public elementary, high school, or institution of higher learning, subject to the prior issuance of a conditional use permit by the city commission in accordance with the procedures established in section 150-12.
 - d. Public parks, playgrounds, golf courses (except miniature golf), public recreation, and community buildings.
 - e. Municipal buildings, nonprofit libraries or museums, police and fire stations.
 - f. Farms, nurseries, truck gardens and greenhouses, provided no sales office is maintained.
 - g. Customary home occupations.
 - h. Accessory buildings and accessory uses, customarily incident to the uses listed in this section (not involving the conduct of a business), when located on the same lot, including a private garage for one or more cars not for rent or used for commercial purposes.
 - i. Signs: Signage shall be provided consistent with the requirements of Chapter 114.
 - j. A day care center shall be a conditionally permitted use in an R-1 district, subject to the prior issuance of a conditional use permit by the city commission in accordance with the procedures established in section 150-12.
- 2) *Height regulations.* No building shall exceed 2 ½ stories or 35 feet in height except as provided in section 150-12.
- 3) *Area regulations.*
 - a. *Front yard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be 25 feet. The minimum depth of such front yard located along a cul-de-sac shall be 20 feet.
 - b. *Side yards.* There shall be a side yard on each side of a building of not less than ten percent of the width of the lot, but such side yard shall not be less than five feet.
 - c. *Rear yard.* The depth of the rear yard shall be at least 20 percent of the depth of the lot, but such depth need not be more than 25 feet.
- 4) *Intensity of use.* Every lot or tract of land shall have an area of not less than 6,000 square feet and an average width of not less than 50 feet (cul-da-sac shall be measured at the length of the curve), except that if a lot or tract should have less area or width than is herein required and its boundary lines along their entire length should touch lands under other ownership on the effective date of the ordinance from which this chapter is derived and shall not have been changed since said date, such parcel of land may be used for a single-family dwelling.
- 5) *Lot Coverage.* In no case, shall more than sixty percent (60%) of the total lot area be covered by the combined area of the principal building and all accessory building/use or any other impervious surface such as asphalt or concrete. An exemption may be granted if constructed from brick pavers with a sand base.
- 6) *Additional use, height, and area regulations.* Additional height and area regulations and exceptions shall be as specified in section 150-12.
- 7) *Recreational Vehicles.* No recreational vehicles shall be occupied either temporarily or permanently within the city limits except in designated trailer camps or trailer parks. Recreational vehicles may be stored on a residential lot provided that:
 - a. It is not connected to any utility services,

- b. Is less than 30 feet in length and in accordance with Section 134-143,
- c. Is stored on a concrete, cement or asphalt pad
- d. Is located behind the required front setback line

Sec. 150-5. - R-2 Duplex and apartment district.

The following regulations shall apply to the R-2 duplex and apartment district:

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Any use permitted in the R-1 one-family dwelling district.
 - b. Townhomes, Townhouse condominiums, Two-family or duplex dwellings.
 - c. Apartment houses or multiple-family dwellings.
 - d. Boarding, lodging, and rooming houses.
 - e. Hospitals, except tubercular, liquor, narcotic, insane, feeble-minded, or animal hospitals.
 - f. Private clubs, fraternities, sororities, and lodges, excepting those the chief activity of which is a service customarily carried on as a business.
 - g. Institution of a religious, educational or philanthropic nature.
 - h. An apartment house with a minimum of four family units may contain a self-service coin operated laundry so long as the use of said laundry is restricted by the apartment house owner or owners to use by the occupants of said apartment house, and is operated as a part of the apartment house and under the supervision of the owner or manager of the apartment house.
- 2) *Height regulations.* No building shall exceed 3 stories or 45 feet in height.
- 3) *Yard regulations.*
 - a. *Front yard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be 20 feet. For two-family, three-family and four-family dwellings on lots located on a cul-de-sac, the minimum depth of the front yard shall be 15 feet from the front lot line, for that part of the front lot line located on the cul-de-sac; except that the minimum front setback for garages located on lots located on a cul-de-sac shall be 20 feet. The minimum depth of such front yard for a townhome shall be 10 feet.
 - b. *Side yards.* There shall be a side yard on each side of a building of not less than ten percent of the width of the lot, but such side yard shall not be less than 5 feet, except for townhomes where the side yard shall be zero.
 - c. *Rear yard.* The depth of the rear yard shall be less than 15 feet. Entrances to a garage or enclosed carport shall be a minimum of 20 feet from streets or alleys, except for townhomes where the rear yard shall be zero.
- 4) *Intensity of use.*
 - a. Except as hereinafter provided, all dwellings erected, enlarged, relocated, or reconstructed within the R-2 district shall be located on lots containing the following areas:
 1. A lot on which there is erected a single-family/ two family dwelling shall contain an area of not less than 6,000 square feet.
 2. A lot on which there is erected a townhouse dwelling shall not contain an area of not less than 2,000 square feet.
 3. A lot on which there is erected an apartment house or multiple-family dwelling shall contain an area of not less than 1,800 square feet per dwelling unit.
 - b. The minimum width of a lot in the R-2 district shall be 50 feet, except in a townhouse subdivision where the minimum width of lot shall be 20 feet and that the minimum width of a lot located on a cul-de-sac shall be measured at the minimum front yard line.
- 5) *Lot Coverage.* In no case shall more than sixty-five (65%) of the total lot area be covered by

the combined area of the principal building and all accessory buildings/use or any other impervious surface such as asphalt or concrete. Townhouses are exempt from this requirement; however lots must meet drainage and landscaping regulations.

- 6) *Parking.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 7) *Additional use, height and area regulations.* Additional use, height, and area regulations shall be as provided in section 150-12.

Sec. 150-6. - M-1 Mobile home subdivision district.

The following regulations shall apply to the M-1 mobile home subdivision district:

- 1) *Use regulations.* A premise shall be used only for the following purposes:
 - a. The establishment of a mobile home subdivision and the placement of mobile homes therein containing at least 900 square feet of floor space. Every mobile home must contain at least on flush water closet, lavatory basin, bathtub or shower, kitchen sink, and water heater, all in good working order and connected to a city-approved water and sewer system and limited to single-family occupancy.
 - b. Non-dwelling facilities, as approved by the city, designed for use of the inhabitants of the subdivision, such as administrative space, laundry, storage, meeting and hobby rooms, recreational spaces, swimming pools, and other recreational and accessory uses.
 - c. Trailer camps, RV parks or mobile home parks shall be consistent with the requirements of Article II- Mobile Home and/or Recreational Vehicle Parks.
 - d. Signs: Signage shall be provided consistent with the requirements of Chapter 114.
- 2) *Height regulations.* No building shall exceed 2 ½ stories or 35 feet in height, except as provided in section 150-12.
- 3) *Yard regulations.*
 - a. *Front yard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be ten feet for inside lots and 15 feet for corner lots. All garages, carports, or areas for parking automobiles shall be set back at least 20 feet.
 - b. *Side yards.* The minimum side yard setback shall be 8 feet for inside lots and 15 feet for corner lots on street side. All garages, carports or areas for parking automobiles shall be set back a minimum of 20 feet from the street.
 - c. *Rear yards.* The minimum rear yard setback shall be five feet from the alley.
- 4) *Lot Coverage.* In no case shall more than sixty percent (60%) of the total lot area be covered by the combined area of the principal building and all accessory building/use or any other impervious surface such as asphalt or concrete.
- 5) *Intensity of use.*

Minimum lot size	6,000 square feet (inside lots)
Minimum width	60 feet (inside lots)
Minimum length	100 feet (inside and corner lots)

- 6) *Parking regulations.* Off-Street parking, shall be provided consistent with the requirements of

Chapter 134, Article VI. and Article II. - Mobile Home And/Or Recreational Vehicle Parks.

Sec. 150-7. - R-3 rural district.

The following regulations shall apply to the R-3 rural district:

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Any use permitted in the R-1 one-family dwelling district.
 - b. Livestock may be kept as long as they are single-hoofed or split-hoofed and are limited to the following:
 - i. one (1) cow, bull, llama, horse, donkey or mule per acre of pasture land.
 - ii. two (2) lambs, sheep, billy goats, buck goats, pigs or miniature horses per acre of pasture land
 - iii. any livestock over the age of eight (8) months will be considered an adult.
 - c. The area must be located outside the boundaries of North of Mile 10 North Road, South of 18th Street, West of Midway and East of International Blvd./FM1015.
- 2) *Size regulations.* The minimum size of subdivision lots in an R-3 rural district shall be two acres.
- 3) *Height regulations.* No buildings shall exceed 2 ½ stories or 35 feet in height.
- 4) *Area regulations.*
 - a. *Front setback.* Any building constructed on any lot shall not be located nearer than 40 feet from the front lot line. Lots located on a cul-de-sac, the minimum depth of the front yard shall be 25 feet from the front lot line, for that part of the front lot line located on the cul-de-sac.
 - b. *Side setback.* Any building constructed on any lot shall not be located nearer than 20 feet from the side lot line. Any building constructed on any corner lot shall not be located nearer than 30 feet from the street side lot line.
 - c. *Rear setback.* Any building constructed on any lot shall not be located nearer than 40 feet from the rear lot line.
 - d. *Garage and carport setback.* Any garage or carport shall meet the same building setback lines as set out in subsections (4) a through (4) b of this section.
 - e. *Signs.* Signage shall be provided consistent with the requirements of Chapter 114.
- 5) *Parking regulations.* No permanent parking shall be allowed upon the streets of a subdivision in an R-3 rural district. All lots must provide for two off-street parking spaces.
- 6) *Building regulations.*
 - a. The minimum finished floor elevation of any residence shall be at a minimum of 18 inches above the centerline of the street or 18 inches above the base flood elevation, whichever is greater. City's Flood Plain Administrator shall approve base flood elevation prior to issuance of building permit.
 - b. Only one dwelling structure and two accessory structures shall be allowed per lot.
 - c. Fences must be of cedar, masonry, wrought iron, hurricane fencing, or "ranch" fencing, and must be between four feet and eight feet in height. No fence shall protrude beyond one's property boundaries.
 - d. All driveways must be of asphalt, cement, or concrete and meet City requirements and inspections.
 - e. No temporary structure shall be placed on any lot except for a portable construction structure. Overnight camping shall not be permitted on any lot.
- 7) *Recreational Vehicles.* No recreational vehicles shall be occupied either temporarily or permanently within the city limits except in designated trailer camps or trailer parks. Recreational vehicles may be stored on a lot provided that:
 - a. It is not connected to any utility services.
 - b. Is less than 30 feet in length and in accordance with Section 134-143,
 - c. Is stored on a concrete, cement or asphalt pad

- d. Is located behind the required front setback line

Sec. 150-8. - B-1 neighborhood business district.

The following regulations shall apply to the B-1 neighborhood business district:

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
 - a. Any uses permitted in the R-2 duplex and apartment district.
 - b. Signs. Signage shall be provided consistent with the requirements of Chapter 114.
 - c. Automobile parking lots/ garages
 - d. Bakeries
 - e. Banks.
 - f. Personal services establishment
 - g. Billiard or pool halls.
 - h. Clinics.
 - i. Daycare facilities
 - j. Filling or service stations provided all storage tanks for gasoline are below the surface of the ground.
 - k. Laundries, self-service.
 - l. Nonmanufacturing ice retail distributing stations provided the capacity does not exceed five tons storage.
 - m. Print Shops
 - n. Lodge halls.
 - o. Mortuaries.
 - p. Restaurants, cafes, cafeterias, and taverns.
 - q. Stores and shops for the sale of products at retail only.
 - r. Studios (art, photo, music).
 - s. Hookah Bars/ Vape Bars
- 2) *Height regulations.* No building shall exceed 3 stories or 45 feet in height.
- 3) *Yard regulations.*
 - a. *Frontyard.* There shall be a front yard along the front line of the lot.
 - i. Corridors identified on the Hidalgo County Thoroughfare Map: The minimum depth of a front yard one foot back from property line for each two feet in building height, not to exceed one-half of the width of the abutting dedicated right-of-way or in line with the majority setback of existing structures along the same block, whichever is greater.
 - ii. All other corridors: the minimum lot depth shall be 20 feet.
 - b. *Sideyards.* There shall be a side yard of not less than 5 feet, except that on a corner lot, the side yard on a street side shall be 10 feet.
 - c. *Rear yard.* Rear yard setbacks shall be 10 feet.
- 4) *Intensity of use.* There are no minimum lot area or lot width requirements.
- 5) *Parking regulations.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 6) *Additional use, height and area regulations.* Additional use, height, and area regulations and exceptions shall be provided in section 150-12.

Sec. 150-9. - B-2 secondary and highway business district.

The following regulations shall apply to the B-2 secondary and highway business district:

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:

- a. Any use permitted in the B-1 neighborhood business district.
 - b. Automobile salesrooms and accompanying service facilities.
 - c. Automobile repair garages.
 - d. Billboards and poster boards.
 - e. Dance halls and skating rinks.
 - f. Frozen food locker plants.
 - g. Hotels.
 - h. Movie theaters/ performance art theaters.
 - i. Laundry and cleaning facilities.
 - j. Tourist courts or motels.
 - k. Any retail businesses not included in the neighborhood business district, provided that such uses are not noxious or offensive by reason of vibrations, smoke, odor, dust, gas, or noise.
 - l. Post offices.
 - m. Wholesale trade.
- 2) *Height regulations.* No building shall exceed 3 stories or 45 feet in height.
- 3) *Yard regulations.*
- a. *Front yard.* There shall be a front yard along the front line of the lot.
 - i. Corridors identified on the Hidalgo County Thoroughfare Map: The minimum depth of a front yard one foot back from property line for each two feet in building height, not to exceed one-half of the width of the abutting dedicated right-of-way or in line with the majority setback of existing structures along the same block, whichever is greater.
 - ii. All other corridors: the minimum lot depth shall be 20 feet.
 - b. *Side yards.* There shall be a side yard of not less than 5 feet, except that on a corner lot, the side yard on a street side shall be 10 feet.
 - c. *Rear yard.* The rear yard setback shall be 10 feet.
- 4) *Intensity of use.* There are no minimum lot area or lot width requirements.
- 5) *Parking regulations.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 6) *Additional use, height, and area regulations.* Additional use, height, and area regulations and exceptions shall be as provided in section 150-12.

Sec. 150-10. - B-3 central business district.

The following regulations shall apply to the B-3 central business district: *Central business district* is the area located between Pike Boulevard and Sixth Street and between the alley east of Kansas Avenue and the alley west of Missouri Avenue.

- 1) *Use regulations.* A building or premises shall be used only for the following purposes:
- a. Any uses permitted in the B-2 district.
 - b. Storage in bulk, or warehouses for such material as household goods, clothing, drugs, glass, dry goods, furniture, hardware, groceries, and shop supplies.

- c. Wholesale sales room.
- 2) *Height regulations.* No building hereafter erected or structurally altered within the B-3 district shall exceed six stories or 75 feet.
- 3) *Yard regulations.*
 - a. *Front yard.* For uses permitted in the B-3 district, no front yard is required.
 - b. *Sideways.* For uses permitted in the B-3 district, there are no side yard requirements.
 - c. *Rear yard.* For uses permitted in the B-3 district, there are no rear yard regulations.
- 4) *Intensity of use.* There are no minimum lot area or lot width requirements.
- 5) *Parking regulations.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 6) *Additional use, height, and area regulations.* Additional use, height, and area regulations and exceptions shall be as provided in section 150-12.

Sec. 150-10.1. - B-4 neighborhood office district.

- a) *Permitted uses.* Permitted uses in the B-4 neighborhood office district shall include:
 - 1) Offices for professional services including executive, administrative, financial, legal, accounting, writing, clerical, stenographic, drafting, engineering, real estate, insurance and other similar or related uses;
 - 2) Single-family dwellings, duplexes and townhouses;
 - 1) Parking associated with such office or residential uses;
 - 2) Signage shall be provided consistent with the requirements of Chapter 114.
- b) *Lot size.* Lot sizes in the B-4 neighborhood office district shall be as follows:
 - 1) *Intensity of Use:* The minimum lot size shall be 6,000 square feet.
 - 2) *Yard Regulations:*
 - i. *Front yard.* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be 25 feet. The minimum depth of such front yard located along a cul-da-sac shall be 20 feet.
 - ii. *Sideways.* There shall be a side yard on each side of a building of not less than ten percent of the width of the lot, but such side yard shall not be less than five feet.
 - iii. *Rear yard.* The depth of the rear yard shall be at least 20 percent of the depth of the lot, but such depth need not be more than 25 feet.
 - 3) Any new commercial structure erected in the B-4 neighborhood office district shall conform as much as possible to the current character of the existing neighborhood. New buildings should be of similar size and scale as existing structures on the same block and the height of new commercial structures shall not exceed one story.
 - 4) To facilitate the city's evaluation of the consistency between the proposed new structure or new use of an existing structure with the existing neighborhood and in order to verify compliance with sidewalk, landscaping, parking and other requirements, a detailed site plan, including the use and location of all structures on all adjoining lots,

must be submitted and approved prior to issuance of a building permit, or if no building permit is required for the project, prior to issuance of a certificate of occupancy.

- c) *Parking.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- d) *Sidewalks.* For both new commercial structures and conversion of existing residential structures to commercial uses, a sidewalk of no less than four feet shall be installed, three feet from the back of curb. Compliance with this sidewalk standard may require the dedication of additional right-of-way to the city.
- e) *Landscaping.* The landscaping provisions of Chapter 26, Article XI, shall apply in the B-4 neighborhood office district.

Sec. 150-11. - I Industrial district.

The following regulations shall apply to the I Industrial district:

- a. *Use regulations.* Any building or premises may be used within the I district for any purpose not in conflict with any ordinance of the city, provided that no building or occupancy permit shall be issued for any of the following uses until and unless the location of such use shall have been approved by the city commission following a recommendation by the planning commission:
- b. Cement or lime manufacture.
- c. Distillation of bones.
- d. Explosives manufacture or storage.
- e. Fat rendering.
- f. Garbage, offal or dead animal incineration, reduction or dumping.
- g. Junkyards or automobile wrecking yards.
- h. Petroleum refinery.
- i. Slaughter and dressing of animals (not including poultry and rabbits).
- j. Stockyards.
- k. Wholesale storage of gasoline or other petroleum products in carload lots or more above ground.
- l. Any manufacturing or processing use, including those whose operations are not conducted within a totally enclosed building.
- m. The outside storage of materials or equipment that is not screened.
- n. Laboratories—Experimental, film or testing.
- o. All public utilities, including buildings, necessary structures, storage yards, and other related uses.
- p. Warehousing and storage.
- q. The residence of a night watchman or caretaker employed on the premises, including mobile homes.
- r. Any wholesale trades including raw [raw] cotton, grain, hides, skins, and raw furs,

tobacco, wool or mohair, commercial or industrial machinery or synthetics, metals and minerals, and petroleum bulk stations and terminals.

- s. Accessory uses and structures customarily related to the above principal uses authorized in this district, including a mobile home used as an office.
 - t. Solar and wind farms
- 3) *Height regulations.* No building shall exceed a height of six stories or 75 feet and must be in compliance with airport regulations.
- 4) *Yard regulations.*
- a. *Frontyard.* There shall be a front yard along the front line of the lot.
 - i. Corridors identified on the Hidalgo County Thoroughfare Map: The minimum depth of a front yard one foot back from property line for each two feet in building height, not to exceed one-half of the width of the abutting dedicated right-of-way or in line with the majority setback of existing structures along the same block, whichever is greater.
 - ii. All other corridors: the minimum lot depth shall be 20 feet.
 - b. *Sideyards.* There shall be a side yard of not less than 5 feet, except that on a corner lot, the side yard on a street side shall be 10 feet.
 - c. *Rearyard.* Rear yard setback shall be 10 feet.
- 5) *Intensity of uses.* There are no minimum lot area or lot width requirements.
- 6) *Parking regulations.* Off-street parking shall be provided consistent with the requirements of Chapter 134, Article VI.
- 7) *Additional use, height, and area regulations.* Additional use, height, and area regulations and exceptions shall be as provided in section 150-12.

Sec. 150-11.1. Overlay Design District (Reserved)

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

a) *Use regulations.*

- 1) *Accessory buildings and accessory use.* No accessory building or accessory use shall be constructed upon a lot until the construction of the main use building has commenced. No accessory building shall be used unless the main use building on the lot is also being used. R-3 Rural District areas shall be excluded from this requirement.
- a. In a residence or an apartment district any accessory building and use shall be smaller in both size and scale than the main use building, detached from the main building, without separate bath or kitchen facilities, not used for commercial purposes and not rented or leased. Separate bath facilities shall be allowed in cabanas and other private poolside structures; however, that such structure shall never be used as a residence.
 - b. In commercial districts, an accessory building and use shall be smaller in both size and scale than the main building, the use of which is incidental to and used only in conjunction with the main building.
 - c. Guest house and Maids Quarters requirements shall be as follows:

1. Must be on the same utilities as primary residence.
 2. May have separate kitchen facilities
 3. Restricted to R-1 and R-3 districts only.
 4. Maids Quarters must have access through interior corridors or attached to main use building.
- d. Portable building/ portable classrooms shall be permitted in any public, semipublic or private schools. Portable building/ portable classrooms shall be permitted at any daycare or childcare center that within a commercially zoned area. Portable building/ classrooms must comply within standard setbacks for the zoned area.
- 2) *Railroad rights-of-way.* On all existing rights-of-way of railroad companies, regardless of the zoning district in which such rights-of-way are located, railroad trackage and accessories to railroad movement may be constructed or maintained.
- 3) *Conditional use regulations.*
- a. *Purpose; defined.* To provide for the compatible and orderly development of the city, certain uses are hereby declared to be conditional. The term "conditional use," when used in this section, means a use that may be suitable only in certain locations in the zoning district at any particular time or, likewise, may be inappropriate in a zoning district due to conditions then existing. In general, uses declared to be conditional under the terms of this chapter are recreational uses operated as a commercial enterprise and requiring the payment of money or a thing of value by the customer to the owner or operator as a condition for partaking in the recreational activity therein offered.
 - b. *Uses declared to be conditional.* In extension and not in limitation of the definition of a conditional use in subsection (a)(3) a. of this section, the following uses are hereby declared to be conditional:
 1. Billiard or pool halls.
 2. Dance halls/Event Centers
 3. Skating rinks.
 4. Bowling alleys.
 5. Amusement parks
 6. Permanent circus (longer than two weeks)
 7. A day care center in a residential district, subject to the satisfaction of the following mandatory minimum conditions designed to protect the single-family residential character of the neighborhood by remaining low impact and preserving the quality of life within the neighborhood:
 - i. 6' high screened opaque buffer fence is required along outdoor play area
 - ii. A maximum of twelve (12) children will be permitted.
 - iii. Must be secondary use to the home and the applicant must reside there
 - iv. No outside storage areas permitted
 - v. Business must take place in primary structure for home
 - vi. No exterior alterations indicating that a different use other than

residential are permitted, the location must maintain the look of a residential area.

- vii. Must meet state requirements
 - viii. Parking requirement shall be one space for every four (4) children.
 - ix. Only 1 daycare is permitted on dead-end streets and cul-de-sacs
 - x. The spacing between daycares must be 600ft
 - xi. If applicant is not the property owner, an authorization letter must be provided by owner
 - xii. The conditional use permit shall be renewable upon one-year terms:
 - i. Yearly facility inspection must be conducted by Planning, Fire Marshal, Health and Building Departments prior to one-year renewal.
 - ii. Applicant must pay an administrative fee to the City for permit renew in accordance with Article VI. - Master Fee Schedule.
 - iii. Property owners within a 200ft radius will be notified by letter.
 - iv. Renewal shall be presented for consideration to the Planning & Zoning Commission.
 - v. Renewal shall be presented for consideration to the City Commission, only if the renewal has been denied by the Planning & Zoning Commission.
 - xiii. No garages, carports or accessory buildings can be used for occupation
 - xiv. If Conditional Use Permit is revoked, applicant cannot request a permit within 1 year
 - xv. State Comptroller Registration must be provided and a copy submitted to the City
 - xvi. Property must be at least 50 ft wide
 - xvii. Property must be in compliance with latest adopted building permit at the time of application
 - xviii. A sign may be posted with a maximum size of 1.5ft X 1.5Ft and must be non-illuminated
 - xix. All outdoor decorations along walls, fences or lawns shall be prohibited.
 - xx. Exterior walls of the building and fencing must be painted in conformance with the surrounding color schemes of the existing neighborhood.
8. Mental, drug or alcohol group therapy centers.
9. All businesses holding mixed beverage alcohol permits.

10. Assisted living facility (personal care homes and other similar type facilities) businesses in R-2, B-1, B-2, B-3, or I zoning districts.
11. Hospice facilities in R-2, B-1, B-2, B-3, or I zoning districts.
12. Bed and breakfast businesses shall be a permitted use in all zoning districts except in the I industrial district where they are prohibited, subject to the satisfaction of the following mandatory minimum conditions designed to protect the single-family residential character of the neighborhood:
 - i. The owner of the real property on which the bed and breakfast inn is located must reside in the dwelling that is classified as a bed and breakfast homestay and bed and breakfast inn;
 - ii. One off-street parking space must be provided for each guest room and the off-street parking must not be visible, as a result of sufficient landscaping, a stone or masonry wall, solid wooden fence, or some combination thereof, at street level, from the public right-of-way or any adjacent residential property;
 - iii. Compliance with all applicable fire, building and health codes;
 - iv. Signage shall be provided consistent with the requirement of Chapter 114.
 - v. No cooking facilities of any kind shall be permitted in any guest room;
 - vi. The only meal to be provided to guest shall be breakfast, and it shall only be served to guest taking lodging in the facility.
 - vii. Guests may stay no longer than two weeks continuously in bed and breakfast classified as homestay or inn;
 - viii. The conditional use permit shall be renewable upon one-year terms:
 - i. Yearly facility inspection must be conducted by Planning, Fire Marshal, Health and Building Departments prior to one year renewal.
 - ii. A police report of the location must be provided to the Commission as part of the renewal application.
 - iii. Applicant will pay an administrative fee to the City for permit renew in accordance with Article VI. - Master Fee Schedule.
 - iv. Property owners within a 200ft radius will be notified by letter.
 - v. Renewal shall be presented for consideration to the Planning & Zoning Commission.
 - vi. Renewal shall be presented for consideration to the City Commission, only if the renewal has been denied by the Planning & Zoning Commission.
 - ix. Such other conditions as the planning and zoning commission may

recommend or the city commission may impose if it is determined to be necessary or desirable for the protection of nearby properties and in the public interest;

- x. The property owner must provide proof of registration with the Texas Comptroller for the collection of hotel/motel taxes;
 - xi. All property owners must obtain approval for a conditional use permit prior to the listing of the property on any host site;
 - xii. All property owners must provide proof of liability insurance which specifically covers bed and breakfast;
 - xiii. All bed and breakfast host must have at least one guest officially sign in, providing a real name, address, contact information, car registration, or a copy of a driver's license, which must be provided to the City upon request;
 - xiv. The official guest sign in record, hosting dates and financial documents must be maintained for a minimum of four years and must be made available to the City upon request for auditing to ensure tax compliance.
 - xv. The occupancy maximum shall be conspicuously posted within the bed and breakfast; and
 - xvi. The name and telephone number of the local responsible party shall be conspicuously posted within the bed and breakfast and provided to Planning Department staff. The responsible party shall answer calls twenty-four (24) hours a day seven (7) days a week for the duration of rental period to address problems associated with the bed and breakfast.
13. The operation of a private or public school in an "R-1" district.
14. Any other use of a recreational nature as described in section 150-12(a) (3) a.
15. Businesses that require any of the following on-premise licenses/permits from the Texas Alcoholic Beverage Commission:
- i. Wine and beer retailers permit.
 - ii. Beer retail dealers on premise license.
 - iii. Retail dealers on-premise late hours license.
 - iv. Brewpub license.
 - v. Wine and beer retailers permit for excursion boats.
 - vi. Wine and beer retailers permit for railway dining car.
 - vii. Mixed beverage permit.
 - viii. Mixed beverage late hours permit.
 - ix. Mini bar permit.
 - x. Caterer's bar permit.
 - xi. Food and beverage certificate.
 - xii. Beverage cartage permits.

- xiii. Mixed beverage restaurant permit with food beverage certificate.
16. Businesses that require any of the following off-premise licenses/permits from the Texas Alcoholic Beverage Commission: [The change of ownership shall be exempt from the Conditional Use Requirement, case shall be handled administratively by the Office of the City Secretary. Unless license was revoked in accordance with Section 150-12(h) (3)]
- i. Wine and beer retailer's off-premise permit.
 - ii. Beer retail dealer's off-premises.
 - iii. Package store permit.
 - iv. Wine only package store permit.
 - v. Local distributors permit.
 - vi. Local cartage permit.
 - vii. Local cartage transfer permit.
 - viii. Package store tasting permit.
- c. *Permit required.* Notwithstanding any other provision of this chapter, no conditional use may be established or operated in any zoning district where such use is otherwise permitted or authorized under the terms hereof unless a use permit is first granted by the city in accordance with the requirements of this section. A use permit may only be issued by the city commission after receipt of recommendation from the planning and zoning commission of said city. The use permit may have a specified time limitation attached and may impose conditions other than those which are specifically set forth in this chapter.
- d. *Approval procedure; responsibility.* The planning director or duly appointed representative will have the responsibility for processing all applications for use permits required for conditional uses and for forwarding such applications to the planning and zoning commission.
- 1. After receiving an application for a use permit, the planning director or duly appointed representative shall place the request on the agenda of the next planning and zoning commission meeting at least 14 days from the date of the advertisement is published.
 - 2. The planning director or duly appointed representative shall conduct a technical review of the application and shall forward a recommendation to the planning and zoning commission. The planning and zoning commission shall make a formal recommendation to the city commission. The city commission shall approve or disapprove the application, after public hearing and after receiving the report of the planning and zoning commission according to the procedure set out in section 150-20(c) and (d).
 - 3. A conditional use permit shall be granted only when the proposed use is otherwise permitted in the zoning district in which it is proposed to be located.
 - 4. In granting a use permit, the city commission may impose such requirements

and conditions with respect to location, construction, maintenance, and operation for the particular use that they deem necessary for the protection of adjacent property and in the public interest, in addition to those expressly stipulated in this chapter.

e. *Application filing procedure and fees.* Application shall be made by the property owner, lessee, or certified agent thereof, to the planning commission on a form prescribed for this purpose by the city. Such application may be accompanied by drawings as set forth in subsection (a) (3) f of this section. The granting of a use permit does not exempt the applicant from complying with requirements of article III of chapter 26 or other ordinances. The fee for a use permit shall be \$300.00, payable at the time application is made. No part of this fee shall be refundable. The application shall contain the following information:

1. The name of the proposed use.
2. The location of the proposed use.
3. The purpose of the proposed use.
4. The owners and operators of the proposed use.
5. Whether or not alcoholic beverages will be consumed on the premises.
6. The hours of operation of the proposed use.
7. An application for a conditional use permit for the same location can only be submitted once during a 12-month period. The city commission may waive this requirement if circumstances warrant it.

f. *Preliminary Site plans preferred.*

1. *Purpose.* The purpose of the site plan is to ensure a feasible compliance with this chapter and to assist in the orderly and harmonious development of the city, to protect the general welfare, and to help prevent the impairment by the erection of structures, additions or alterations without proper attention to site planning.
2. *Contents.* The site plan shall contain:
 - i. The location of all structures on the subject property.
 - ii. Landscaping and/or fencing of yards and setback areas and the use of landscaping and/or walls or fences for screening purposes.
 - iii. Design of ingress and egress to minimize interference with traffic flow on abutting streets.
 - iv. Off-street parking and loading facilities.
 - v. Height of all structures.
 - vi. Proposed uses.

g. *Prerequisites for approval.*

1. No structure or property in any district shall be used for a use listed as a conditional use without first having a use permit for such use from the city commission.
2. The city commission, after receipt of report and recommendations from the

planning and zoning commission may permit a conditional use subject to appropriate conditions and safeguards when, after public notice and hearing, it finds and determines that:

- i. The proposed use meets all the minimum standards established in this chapter and in applicable health and safety ordinances of the city for this type of use;
 - ii. The proposed use is in harmony with the purpose and intent of this chapter and of the plan for the physical development of the district, as embodied in the comprehensive plan of the city; and
 - iii. The proposed use will not be detrimental to the health, welfare and safety of the surrounding neighborhood or its occupants, nor be substantially and permanently injurious to neighboring property. The city commission, in making this determination, may take into account the place or manner in which the applicant is likely to conduct the business and the number of similar establishments in the area, if any. Any undue concentration of conditional uses in any area of the city shall be avoided.
3. The city commission may impose additional reasonable restrictions or conditions to carry out the spirit and intent of this chapter and to mitigate adverse effects of the proposed use. The requirements may include, but are not limited to, increased open space, loading and parking requirements, suitable landscaping, and additional improvements such as curbing and sidewalks.

h. Development and/or automatic cancellation.

1. Following the issuance of the conditional use, the building official shall ensure that, if the development is undertaken, it is completed in compliance with said permit. However, if a use permit has not been used within twelve months after the date granted, the permit is automatically cancelled. An applicant may be granted a six-month extension from the Planning & Code Enforcement Director as long as request is submitted in writing two weeks prior to expiration.
2. The conditional use permit is granted solely to the agent authorized by the property owner to use establishment/property. Should ownership or the authorized agent change the conditional use is considered void.
3. An alcoholic beverage establishment meeting or exceeding one or more of the criteria set forth below will not be eligible for a city liquor permit renewal and will be subject to a permit revocation at any time during the permit period if violations established below are met or exceeded. (All violations refer to those that take place within the property of the establishment.
 - i. Five unreported fights or disturbances;
 - ii. Two separate incidents which result in a homicide or homicides;;
 - iii. Any one offense of prostitution, lewd conduct, gambling, drug or narcotics possession or sales, or assault permitted or committed on the premise, by act or omission, by the owner, agent or employee of the

premise.

- iv. Fifteen arrest of intoxicated persons on premises;
- v. Any two sales of alcoholic beverages to a minor by the owner, agent or employee of the premises; or
- vi. Two violations in the hours of operation.

Any establishment denied the renewal of a City Liquor permit due to meeting or exceeding the above criteria will require a new Conditional Use Permit to open or re-open any bar at the same location regardless of duration of closure of previous establishment (no non-conforming use).

- i. *Preexisting conditional uses to be considered nonconforming.* Any existing conditional use in operation prior to the effective date of the ordinance from which this subsection is derived is hereby declared to be a nonconforming use and subject to the provisions of section 150-13. However, any nonconforming conditional use which holds a license or permit from the state alcoholic beverage commission authorizing the on-premises consumption of alcoholic beverages shall become subject to the provisions hereof upon the transfer of such license or permit to any person, and the new licensee or permittee shall not be entitled to use the premises for any use for which a use permit is required until he has applied for a use permit and a use permit has been granted by the city commission.

b) *Height regulations.*

- 1) Public, semipublic or private service buildings, hospitals, institutions or schools, where permitted in a district, may be erected to a height not exceeding 60 feet, and churches and temples may be erected to a height not exceeding 75 feet if the building is set back from each yard line at least one foot for each two feet additional height above the height limit otherwise provided in the district in which the building is located.
- 2) Chimneys, cooling towers, elevator bulk heads, fire towers, grain elevators, flour mills, monuments, stacks, or scenery lofts, tanks, water towers, ornamental towers and spired church steeples, or necessary mechanical appurtenances may be erected to a height in accordance with existing or hereafter adopted ordinances of the city, provided that in the absence of any such ordinance, there shall be no height limitation on these structures.

c) *Area and density regulations.*

- 1) In a district in which commercial or industrial buildings are built with one or more stories for residential purposes above the commercial or industrial uses, no side yards will be required for the residential portions of the building, provided that the part of the building intended for residential use is not more than two rooms deep from front to rear.
- 2) No yard or other open space provided about any building, for the purposes of complying with the provisions of these regulations, shall again be used as a yard or an open space for another building. Every part of a required yard shall be open to the sky and unobstructed by buildings except for accessory buildings in the rear yard and except the ordinary projections of skylights, sills, belt courses, cornices, and other ornamental features which may project into such yards a distance of not more than two feet.
- 3) Any building or accessory use constructed on any lot shall be located ten feet from any other building or accessory use on such lot or attached in R-1, R-3 and M-1 Districts.
- 4) Front yard requirements shall be as follows:

side yard need not be more than 25 feet.

- b. A side yard of not less than 25 feet on the side of the lot adjoining on an R-1 or R-2 district shall be provided for all schools, libraries, churches, community houses, clubs, and other public or semipublic buildings hereafter erected or structurally altered.
- c. Where 40 percent or more of the side yard on one side of a street between two intersecting streets is developed with buildings that have not observed a side yard, then:
 - 1. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on both sides, the minimum side yard shall be taken at an average of the adjacent buildings on the two sides; or
 - 2. Where a building is to be erected on a parcel of land that is within 100 feet of an existing building on one side only, such building may be erected as close to the side yard as the existing adjacent building.
- d. Where a lot in a B-1, B-2, B-3, or I district is not used for residential purposes and abuts upon an R-1 or R-2 district, a side yard shall be provided of not less than ten feet. Furthermore, in such abutting zones, it shall be required that the commercial zone developer must provide and permanently and adequately maintain a permanent screening fence of masonry and/or solid wood of redwood and/or cedar, no less than eight feet in height, and that the building must set back no less than ten feet from such abutting property line, such screen shall set back within the property line. Furthermore, if the residential building converts to a commercial or industrial building, a permanent screening fence of masonry and/or solid wood of redwood and/or cedar, no less than eight feet in height, shall be required.
- e. Garages detached or attached to the main use building entering on the side street of a corner lot, shall maintain a side yard of 20 feet in front of the garage.

6) Rear yard requirements shall be as follows:

- a. In R-1 and R-2 districts, no main use, accessory use or accessory building shall be constructed, placed or located within five feet of the rear property line on any lot.
- b. Any accessory building or accessory use constructed on any lot in an R-1 or R-2 district shall be located ten feet from the main use building on such lot or attached and may not be more than one story in height.
- c. Any building constructed on any lot in a B-1, B-2, B-3, or I district shall be located at least ten feet away from all other buildings on such lot.
- d. If an alley abuts the rear property line on any lot in an R-1 or R-2 district, no part of such alley may be used in determining the rear yard setback described in subsection (c)(7)a of this section.
- e. Where 40 percent or more of the rear yard on one side of a street between two intersecting streets is developed with buildings that have not observed a rear yard, then:
 - 1. Where a building is to be erected on a parcel of land that is within 100 feet of existing buildings on both sides, the minimum rear yard shall be taken at an average of the adjacent buildings on the two sides; or
 - 2. Where a building is to be erected on a parcel of land that is within 100 feet of an existing building on one rear only, such building may be erected as

close to the rear yard as the existing adjacent building.

- f. Where a lot in a B-1, B-2, B-3 or I district is not used for residential purposes and abuts upon an R-1 or R-2 district, a rear yard shall be provided of not less than ten feet. Furthermore, in such abutting zones, it shall be required that the commercial zone developer must provide and permanently and adequately maintain a permanent screening fence of masonry and/or solid wood of redwood and/or cedar, no less than eight feet in height, and the building must set back no less than ten feet from such abutting property line, such screen shall set back within the property line. Where a lot in a B-1, B-2, B-3 or I district is used for residential purposes and abuts upon an R-1 or R-2 district, the rear yard requirements from the R-1 or R-2 district shall apply. Furthermore, if the residential building converts to a commercial or industrial building, a permanent screening fence of masonry and/or solid wood of redwood and/or cedar no less than eight feet in height shall be required.

Sec. 150-13. - Nonconforming uses.

- a. *Nonconforming use of land.* The nonconforming use of land where no building is involved existing on the effective date of the ordinance from which this section is derived may be continued for a period of not more than two years therefrom, provided that no such nonconforming use of land shall in any way be expanded or extended either on the same or adjoining property, and that if such nonconforming use of land or any portion thereof is discontinued or changed, any future use of such land shall be in conformity with regulations of the district in which it lies.
- b. *Nonconforming use of buildings.* Except as otherwise provided in this chapter, the nonconforming use of a building existing on the effective date of the ordinance from which this section is derived may be continued, and the use of a nonconforming building may be changed to another use of the same or more restricted classification, but where such use is changed to a more restricted classification it shall not thereafter be changed back to a use of a less restricted classification. A nonconforming building which is or may hereafter become vacant and which shall remain unoccupied or its nonconforming use discarded for a period of six consecutive months or for a 18 months during any three-year period shall not thereafter be occupied except by a use which conforms to regulations of the district in which it is located.
- 1) A nonconforming building may be maintained or kept in good repair except as otherwise provided in this section.
 - 2) No existing nonconforming building may be enlarged, extended, reconstructed or altered unless its use is changed to a use permitted in the district in which such building is located except in the event such enlargement, extension, reconstruction or alteration is required by court decision, law, or ordinance.
 - 3) No nonconforming building shall be moved in whole or in part to any other location on the lot unless every portion of such building is made to conform to all the regulations of the district in which it is located.
 - 4) A nonconforming building which is damaged by fire, explosion, flood, wind, earthquake or other calamity or act of God or the public enemy to the extent of 50 percent or more of its reasonable value may not be restored except in conformity with the regulations of the district in which it is located.
- c. *Prohibited; alteration, removal, or replacement required.* The following uses now in existence and

not in strict conformity with the provisions of the district in which it is located are hereby prohibited, and such uses now in existence in the city shall be altered, replaced or removed to conform to the provisions of this chapter on or before the date shown in the following schedule:

- 1) Billboards and poster boards: January 1, 1961.
- 2) Junkyards and automobile wrecking yards: January 1, 1961.

Sec. 150-14. - Permits.

No permit for land improvements or the erection, alteration, or enlargement of any building shall be issued by the building inspector unless there first be filed in his office by the applicant therefor, a plat, drawn to scale, and in such form as may be prescribed by the building inspector, correctly showing the location and actual dimensions of the lot to be occupied, the dimensions and location on the lot of the building to be erected, altered or enlarged, together with a true statement in writing, signed by the applicant, showing the use for which such building is arranged, intended or designed, and furnishing such other information as the building inspector may require in the enforcement of the provisions of this chapter, and any failure to comply with the provisions of this chapter shall be good cause for the revocation of any such building permit by the building inspector. Prior to the pre-pour of any cement, concrete or asphalt for an unimproved residential lot a form survey noting setbacks and elevations must be filed with and accepted by the building inspector. Unclaimed permits shall expire six (6) months after the date of approval. Permits will expire after one (1) year from date of issuance. Any permit may be renewed provided that the City adopted Building Codes have not changed within one year of renewal date, unless major inspections have been completed.

Sec. 150-15. - Cluster housing development.

- a) *Purpose of CHD.* The purpose of a CHD is to allow creative residential development otherwise precluded by this chapter which has as its purpose a more efficient and functional use of land.
- b) *CHD permit required.* When the planning and zoning commission is petitioned by the owner of a tract of land zoned R-2 and comprising an area of not less than two acres, for the purpose of creative residential development of a density not to exceed the maximum allowed in the R-2 residential district, the planning and zoning commission may recommend to the city commission the granting of a permit in accordance with the provisions of this section.
- c) *CHD permit fees.* A CHD application shall be accompanied by a permit fee of \$75.00. No action by the city commission shall be valid until the permit fee has been paid. This fee shall not be refunded should the CHD plan be disapproved by the city commission.
- d) *Permit procedure for CHD.* The regulations prescribed herein shall regulate the procedure for making application for a permit for a cluster housing development. The submittal of the preliminary CHD plan, the staff review and comments, the recommendations by the planning and zoning commission on the preliminary plan, the public hearing, the action by the city commission on the preliminary development plan, the submittal of the final development plan, the staff investigation and technical report, the recommendation by the planning and zoning commission on the final development plan, the public hearing, and the action by the city commission on the development plan. Approval of the preliminary development plan may be considered as approval of the final development plan if no changes are required by the planning commission and the city commission and all requirements are included on the development plan.

- e) *Preliminary and final CHD plan.* The following requirements and procedures shall be observed in the preparation and filing of the preliminary and final CHD plan:
- 1) *Proof of ownership or control.* Before a preliminary CHD plan shall be approved for any improvement in an R-2 district, the owner of all the land included in said area, of all structures existing thereon, and all encumbrances of both said land area and structures, hereinafter known as the applicant, shall present sufficient evidence to establish that the applicants are in fact all the owners or have control of all outstanding interests of the land and structures thereon.
 - 2) *Time for filing and copies required.* The applicant shall file 25 blue or black line copies of the CHD plan and the permit fee set forth subsection (c) of this section with the department of planning at least 15 days prior to the date, at which formal application for the preliminary plat approval is made to the planning commission.
 - 3) *Contents.* The preliminary and the final CHD plans shall be certified by the applicants and shall conform to the specifications and requirements set forth in the section 26-2.020 and 26-2.03 of the subdivision regulations ordinance (appendix B to this Code), and contain any other information deemed necessary.
 - 4) *General requirements.*
 - a. *Yard requirements.*
 1. Front yard: None specified. Front yard setback may be required by the planning and zoning commission and city commission to insure conformity with surrounding areas.
 2. Side yard: None required, except for on corner lots, each of which shall have a side yard of at least ten feet.
 3. Rear yard: None specified. Rear yard setback may be required by the planning and zoning commission and city commission to insure conformity with surrounding areas.
 - b. *Minimum area requirements.*
 1. No site for CHD shall contain less than two acres.
 2. No cluster housing development shall exceed a density allowed in the R-2 residential district.
 - c. *Maximum building height.* Maximum height shall be 2 ½ stories or 35 feet.
 - d. *Maximum units per building.* The total dwelling units in any groups of attached dwelling shall not exceed six units.
 - e. *Minimum distance between buildings.* The minimum distance between buildings shall be ten feet.
 - f. *Minimum parking spaces.* Off-street parking shall be provided on the basis of two spaces per dwelling unit, both of which may be provided in a common parking area.
- f) *Preliminary and final CHD plan review.* Each CHD plan shall be submitted to the department of planning and shall be reviewed in accordance with the procedure set forth in section 26-2.03 E of the subdivision regulation ordinance (appendix B to this Code).
- g) *CHD plan recording.* Upon approval of the final CHD plan by the city commission, the applicant shall record one of the approved final plans with the department of planning.
- h) *Effects of recording CHD plan.* All final CHD plans registered and recorded hereunder shall be binding upon the applicant and his heirs, successors and assigns, shall limit and control the issuance and validity of all permits, and shall restrict and limit the construction, location, use, and operation of all land and structures included within such plans to all conditions and limitations set forth in such plans.
- i) *Amendments and appeals.* All applicants for a CHD and site plan which are disapproved may file with the reviewing agents who disapproved the plan an amendment to such plan or an amended plan, which amendment or amended plan shall be limited exclusively to changes made necessary to

accomplish compliance, with the grounds for disapproval stated by the reviewing agent. Such amendment or amended plan shall be reviewed in accordance with the same time limits and procedures as provided herein for original submission.

- j) *Coordination with subdivision regulations.* It is the intent of this section that the subdivision ordinance (appendix B to this Code) is carried out simultaneously with the review of a cluster housing development under other pertinent sections of the subdivision ordinance (appendix B to this Code).
 - 1) The plans required under this section must be submitted in a form which will satisfy the requirements of the subdivision ordinance (appendix B to this Code) for the preliminary and final plans required under those regulations.
 - 2) Both this section and other sections of the subdivision ordinance (appendix B to this Code) contain regulations which apply to such matters in the design of a cluster housing development as streets and open spaces. In any cluster housing development for which the provisions of two ordinances are in conflict, the most stringent shall prevail.

Sec. 150-16. - Neighborhood shopping center.

- a) The owner of any tract of land comprising an area of not less than 2 ½ acres and not lying within a business district may submit a development plan for a neighborhood shopping center. Such application shall be processed in accordance with the provisions of section 150-20.
- b) The city planning commission may recommend to the city commission that such application be approved if the application conforms to the following:
 - 1) The uses permitted in the center shall be limited to those of the B-1 neighborhood business district as listed in section 150-8.
 - 2) The entire development is designed as a single architectural unit with appropriate landscape and architectural treatment of the entire area.
 - 3) At least four times the gross floor area of the stores included in the development is provided in off-street parking areas, which are integral parts of the design of the unit plan.
 - 4) The appropriate use of property adjacent to the area included in the plan will be fully safeguarded, and to this end, the city commission may make such requirements as it deems necessary.
 - 5) Satisfactory evidence shall be submitted that the automobile parking areas and the landscaped areas will be properly constructed and maintained.
 - 6) The plan is consistent with the intent and purposes of this chapter to promote the public health, safety, and general welfare.

Sec. 150-17. - Certificate of occupancy.

- a) No vacant land shall be occupied or used except for agricultural uses, until a certificate of occupancy shall have been issued by the building inspector.
- b) No premises shall be used and no buildings hereafter erected or structurally altered shall be used, occupied or changed in use, until a certificate of occupancy and compliance shall have been issued by the building inspector, stating that the building or proposed use of a building or premises complies with the building laws and the provisions of these regulations.
- c) Certificates of occupancy and compliance shall be applied for coincident with the application for a building permit and shall be issued within ten days after the erection or structural alterations of such buildings or land improvements shall have been completed in conformity with the provisions of these regulations.
- d) No permit for excavation for any building shall be issued before application has been made for a certificate of occupancy and compliance.
- e) A certificate of occupancy shall be required of all nonconforming uses. Application for a certificate of occupancy for nonconforming uses shall be filed with the building inspector within 12 months from the effective date of the ordinance from which this chapter is derived.

Sec. 150-18. - Boundaries of districts; rules where uncertainty may arise.

Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of this chapter, the following rules apply:

- 1) The district boundaries are either streets or alleys unless otherwise shown, and where the districts designated on the zoning map are bounded approximately by street or alley lines, the street or alley shall be construed to be the boundary of the district.
- 2) Where the district boundaries are not otherwise indicated, and where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be the lot lines, and where the districts designated on the zoning map are bounded approximately by lot lines, the lot lines shall be construed to be the boundary of the districts unless the boundaries are otherwise indicated on the map.
- 3) In un-subdivided property, the district boundary lines on the zoning map shall be determined by use of the scale appearing on the map.

Sec. 150-19. - Board of adjustment.

- a) A board of adjustment is hereby established.
- b) The board of adjustment shall consist of five members who are property owners in the city, each to be appointed for a term of two years and removable for cause by the city commission upon written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant.
- c) The board shall adopt rules in accordance with the provisions of this chapter. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine. Such chairman or, in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the board shall be open to the public. The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision, or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under any such ordinance, or to effect any variation in such ordinance.
- d) Appeals to the board of adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the city affected by any decision of the building inspector. Such appeal shall be taken within a reasonable time, as provided by the rules of the board, by filing with the officer from whom the appeal is taken and with the board of adjustment a notice of appeal specifying the grounds therefor, and by paying a filing fee of \$ 250.00 plus \$20.00 for each additional variance at the time the notice is filed, which shall be credited to the general fund of the city. In all cases where publication of notice of public hearing in the official publication of the city is required by this chapter and the laws of the state, the applicant, in such instances, shall deposit with the city secretary such sum as may be required to pay the cost of such publication before such publication is made. The officer from whom the appeal is taken shall forthwith transmit to the board all the papers constituting the record upon which the action appealed was taken. An appeal stays all proceedings in furtherance of the action appealed, unless the officer from whom the appeal is taken certifies to the board of adjustment, after the notice of appeal shall have been filed with him, that, by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the board of adjustment or by a court of record on application or notice to the officer from whom the appeal is taken and on the cause shown. The board of adjustment shall fix a reasonable time

for the hearing of the appeal, giving public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person or by agent or attorney.

- e) The board of adjustment shall have the following powers:
 - 1) To hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this chapter.
 - 2) When a property owner can show that a strict application of the terms of this chapter relating to the use, construction or alteration of buildings or structures or the use of land will impose upon him practical difficulties or particular hardship, the board may consider and allow variations of the strict application of the terms of this chapter if the variations are in harmony with the general purpose and intent of this chapter, and the board is satisfied, under the evidence heard by it, that a granting of the variation will not merely serve as a convenience to the applicant but will alleviate some demonstrable hardship or difficulty so great as to warrant a variation from the comprehensive plan created by this chapter.
 - 3) The board may authorize a variance where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property of record at the time of the adoption of the ordinance from which this section is derived or by reason of exceptional topographical conditions or other extraordinary or exceptional situation or condition of a specific piece of property, the strict application of a provisions of this chapter would result in peculiar and exceptional practical difficulties and particular hardship upon the owner of the property and amount to a practical confiscation of the property as distinguished from a mere inconvenience to the owner, provided the variation can be granted without substantial detriment to the public good and without substantially impairing the general purpose and intent of the comprehensive plan as established by the regulations and provisions contained in this chapter.
 - 4) When, in its judgment, the public convenience and welfare will not be substantially or permanently injured, the board of adjustment may, in a specific case, after public notice and hearing and subject to appropriate conditions and safeguards, authorize special exceptions to the regulations herein established as follows:
 - a. To permit a transitional use between a business or industrial district and a dwelling district where the side of a lot in a one-family district or a two-family district abuts upon a lot zoned for business or industrial purposes as follows: on a lot in a single-family dwelling district which sides upon a lot zoned for business or industrial purposes, the board may permit a two-family dwelling.
 - b. To permit the extension of a building or use into a more restricted district, immediately adjacent thereto, but not more than 50 feet beyond the boundary line of the district in which such building or use is authorized.
 - c. To grant, in undeveloped sections of the city, temporary and conditional permits for not more than two years. The granting or existence of such temporary or conditional permit shall not be reason or cause for the extension of such permit.
 - d. To permit such modification of yard, open space, lot area or lot width regulations as may be necessary to secure an appropriate improvement of a parcel of land if such parcel is separately owned at the time of the passage of the ordinance from which this section is derived or subsequent annexation of the city and is of such restricted area that it cannot be appropriately improved without such modification.
 - e. To determine in cases of uncertainty the classification of any use not specifically named in this chapter.

- f. To grant a permit for the extension of a use, height or area regulation into an adjoining district, where the boundary line of the district divided a lot in a single ownership at the time of the adoption of the ordinance from which this section is derived.
 - g. To permit as an accessory use a parking area for passenger automobiles on a lot or lots in a single-family, duplex, or apartment house district adjoining or across a street of not more than 50 feet in width from an R-1 or R-2 district, subject, however, to the following provisions:
 - 1. The area shall be properly enclosed with a hedge screen, fence, wall or other suitable enclosure having a height of not less than three feet or more than six feet. Such fence or enclosure shall conform to the front yard regulations of the district in which it is located.
 - 2. The area shall be paved.
 - 3. No parking of vehicles shall be permitted within six feet of any adjoining lot on which is located a single-family residence, duplex or multiple dwelling.
 - 4. One sign, not exceeding 2 ½ square feet in area, may be erected identifying the lot.
 - 5. No charges may be made for parking, and no other business use may be made of the lot.
 - 6. Any light used to illuminate said parking area shall be so arranged as to direct the light away from any adjoining premises used for residential purposes.
 - h. To permit the reconstruction of a building occupied by a nonconforming use, or to permit the extension of a nonconforming use of a building upon the lot occupied by such use or building at the time of the passage of the ordinance from which this section is derived.
- 5) Any appeal or permit granted by the board of adjustment shall have perpetual approval for the property.
- f) In exercising the powers established by this section, the board may, in conformity with the provisions of this section, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken.
- 1) In considering all appeals and all proposed variations to this chapter, the board shall, before making any finding, in a specific case, first determine that the proposed variation will not constitute any change in the district map and will not impair an adequate supply of light and air to adjacent property, materially increase the congestion in public streets, increase the public danger of fire and safety, materially diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, comfort, morals and welfare of the city.
 - 2) Every variation granted or denied by the board shall be accompanied by a written finding of fact, based on sworn testimony and evidence, specifying the reason for granting or denying the variation.

Sec. 150-20. - Changes and amendments.

- a) The city commission may from time to time amend, supplement, or change by ordinance the boundaries of the districts or the regulations herein established.
- b) Before taking any action on any proposed amendment, supplement or change, the city commission shall submit the same to the city planning commission for its recommendation and report.

- c) A public hearing shall be held by the city commission before adopting any proposed supplement, amendment or change. Notice of such hearing shall be given by publication twice in the official publication of the city stating the time and place of such hearing, which time shall not be earlier than 15 days from the first day of such publication.
- d) Written notice of all public hearings before the Planning & Zoning Commission on a proposed amendment of change shall be sent to all owners or real property lying within two hundred (200) feet of the property on which the change is requested. Such notice shall be given not less than ten (10) days before the date set for hearing by posting use notice properly addressed and postage paid to each taxpayer as ownership appears on the Appraisal District.
- e) Unless such proposed amendment, supplement or change has been approved by the city planning and zoning commission or if a protest against such amendment, supplement or change has been filed with the building inspector, duly signed and acknowledged by the owners of 20 percent or more, either of the area of the lots included in such proposed change, or those immediately adjacent in the rear thereof extending 200 feet therefrom, or of those directly opposite thereto extending 200 feet from the street frontage of such opposite lots, such amendment, supplement or change shall not become effective except by a three-fourths vote of the city commission.
- f) Any appeals to either the city commission or the city planning and zoning commission pursuant to this section shall not be considered unless a filing fee in the amount of \$300.00 shall accompany each appeal so made. In all cases where publication of notice of public hearing in the official publication of the city is required by this chapter and the laws of the state, the applicant shall deposit with the city secretary such sum as may be required to pay the cost of such publication before such publication is made.
- g) Any appeal contemplated by any section of this chapter, including, but not limited to, appeals under section 150-19 and this section, shall only be made by the record owner of the property. If an amendment, supplement or change by ordinance is granted to a property owner as the result of an appeal under this section, whereby a change is made from a more restricted to a less restricted area, such amendment, supplement or change, and the ordinance so granting same, shall become null and void, and the property shall revert to its former designation if any terms of the ordinance are violated by the property owner within one year from the effective date of said amendment, supplement or change.

Sec. 150-21. - Enforcement and penalty for violation.

- a) It shall be the duty of the building inspector to enforce the provisions of this chapter and to refuse to issue any permit for any building or for the use of any premises which would violate any of the provisions of this chapter.
- b) In the event any building is erected, constructed, reconstructed, altered, repaired, or converted or any building or land is used in violation of this chapter, the building inspector is authorized and directed to institute any appropriate action to put an end to any such violation.
- c) Any person who shall violate any of the provisions of this chapter or fail to comply therewith or with any of the requirements thereof or who shall build or alter any building in violation of any detailed statement or plan submitted and approved hereunder shall be guilty of a misdemeanor and shall be liable to a fine of not more than \$200.00, and each day such violation shall be permitted to exist shall constitute a separate offense. The owner of any building or premises, or part thereof, where anything in violation of this chapter shall be placed or shall exist, and any architect, engineer, builder, contractor, agent, person or corporation employed in connection therewith and who may have assisted in the commission of any such violation shall be guilty of a separate offense and upon conviction thereof shall be fined as provided in this section.

Sec. 150-22. - Interpretation, purpose and conflict.

In interpreting and applying the provisions of this chapter, this chapter shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, comfort, morals, prosperity and general welfare. It is not intended by this chapter to interfere with or abrogate or annul any ordinance, rules, regulations, or permits previously adopted or issued, and not in conflict with any of the provisions of this chapter, or which shall be adopted or issued pursuant to law relating to the use of building or premises, and likewise not in conflict with this chapter; nor is it intended by this chapter to interfere with or abrogate or annul any easements, covenants or other agreements between parties, except that, if this chapter imposes a greater restriction, this chapter shall control.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 16th day of January, 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission 6th day of February 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1498	
From:			
Subject: Discussion and consideration to approve Resolutions 2018-15 through 2018-22 expressing support for applications to the Texas Department of Housing and Community Affairs for 2018 for competitive nine-percent housing tax credits for the following proposed developments: 1) Avanti at Sienna Palms Legacy 2) Avanti at Westgate Legacy 3) Jasmine Village Apartments 4) Luna Vista 5) Midway North Village 6) Midway North Senior Village 7) Midway Villas 8) Weslaco Villas and authorize the Mayor to execute any related documents. Possible action. (Staffed by the City Manager's Office.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Site map location proposed housing developments, Letters and from applicant and from TDHCA, Withdrawal request, Resolution 2018-15, Resolution 2018-16, Resolution 2018-17, Resolution 2018-18, Resolution 2018-19, Resolution 2018-20, Resolution 2018-21, Resolution 2018-22			
Responsibilities upon Approval:			

x = withdrawn by applicant

18188 | Avanti at Sienna Palms Legacy | 120 Units | Senior

18189 | Avanti at Sienna Palms | 110 Units | General

18190 | Avanti at Westgate Legacy | 120 Units | Senior

18191	Avanti at Westgate	110 Units	General
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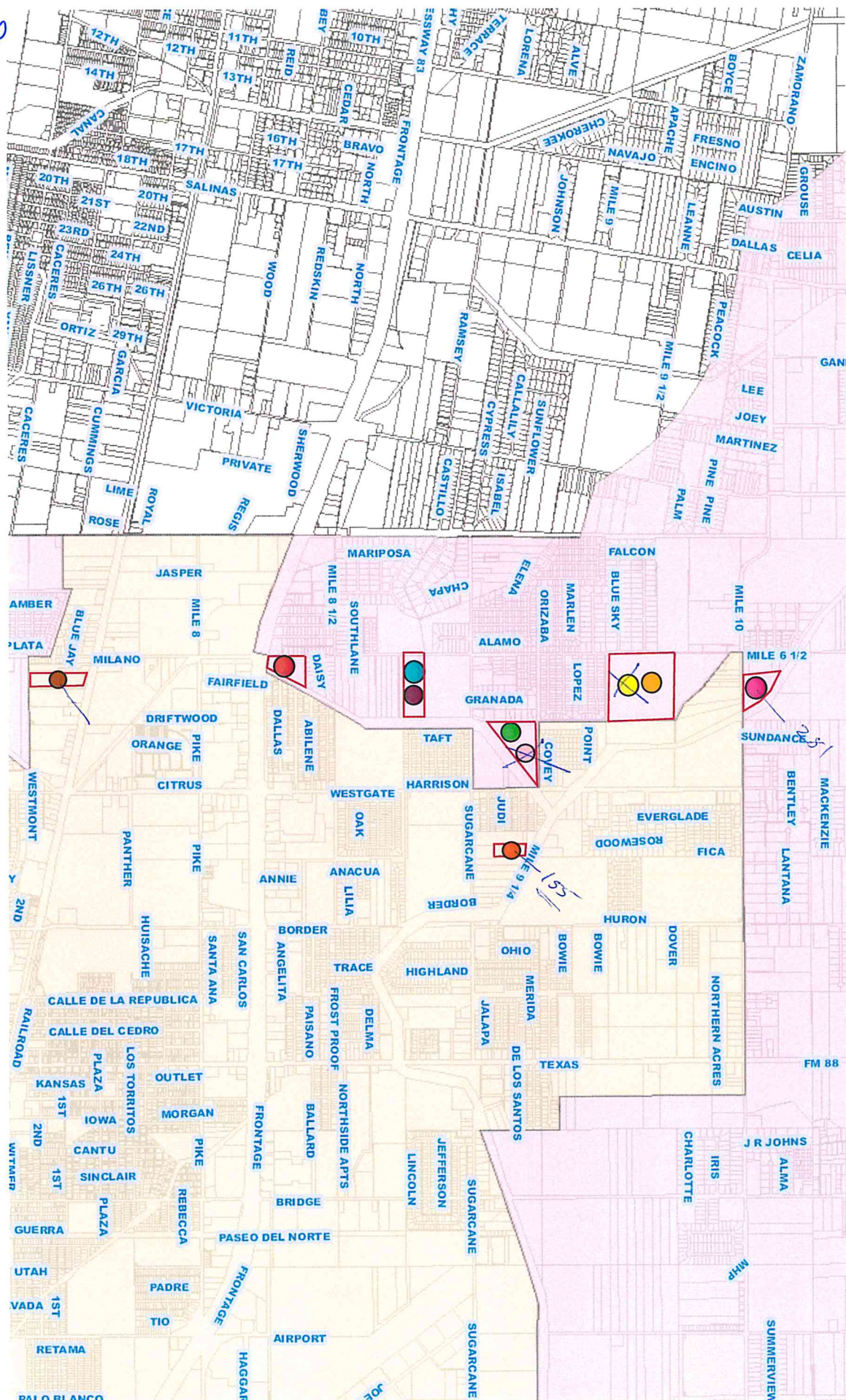
18144	Midway North Village	132 Units	Genera
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18145 | Midway North Senior Village | 120 | Senior

18281 | Luna Vista | 160 Units | Genera

18155 | Jasmine Village Apartments | 106 Units | Senior

18233 | Weslaco Villas | 100 Units | Genera



Relevant Development Information as Presented by the Applicant:

Project Number: 18188

Development Name: Avanti at Sienna Palms Legacy

Development Address: +/- 6.5 acres near the NEC of Cardinal Dr. & Mile 6 1/2 W intersection

Development City: Weslaco Development Zip: 78596 Region: 11

Regional Allocation: Urban Target Population: Elderly Limitation

Set Aside: ☐ Nonprofit ☐ USDA ☐ At-Risk

Construction Type: New Construction

Credit/ Funding Request: \$1,500,000

Total Low Income Units: 100 Total Market Rate Units: 20 Total Units: 120

Applicant Information:

Owner Contact: Henry Flores

Owner Address: 8500 Shoal Creek Blvd., Bldg. 4, Ste. 208

Owner City: Austin Owner State: Texas Owner Zip: 78757

Owner Phone: (512) 914-0953

Owner Email: hflores@madhousedevlopment.net



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

221 East 11th Street, Austin, TX 78701
PO Box 13941, Austin, TX 78711

Main Number: 512-475-3800
Toll Free: 1-800-525-0657

Email: info@tdhca.state.tx.us
Web: www.tdhca.state.tx.us

Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas: 800-735-2989 (TTY) and 711 (Voice).

Relevant Development Information as Presented by the Applicant:

Project Number: 18190

Development Name: Avanti at Westgate Legacy

Development Address: +/- 6.00 acres near the SWC of Covey Dr. & Mile 6 Rd. W intersection

Development City: Weslaco Development Zip: 78596 Region: 11

Regional Allocation: Urban Target Population: Elderly Limitation

Set Aside: ☐ Nonprofit ☐ USDA ☐ At-Risk

Construction Type: New Construction

Credit/ Funding Request: \$1,500,000

Total Low Income Units: 100 Total Market Rate Units: 20 Total Units: 120

Applicant Information:

Owner Contact: Henry Flores

Owner Address: 8500 Shoal Creek Blvd., Bldg. 4, Ste. 208

Owner City: Austin Owner State: Texas Owner Zip: 78757

Owner Phone: (512) 914-0953

Owner Email: hflores@madhousedevlopment.net



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1/1
✓ Done
1/11/18
[Signature]

Jasmine Village, L.P.

P.O. Box 329

La Feria, Texas 78559

Phone: (956) 797-2324 | Fax: (956) 277-0242

January 6, 2018

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

Via Fax: (956) 968-6717

Re: Jasmine Village Apartments
Weslaco, Hidalgo County

Dear Mayor Suarez,

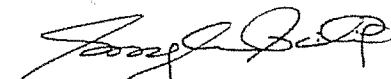
Jasmine Village, L.P. is submitting an application for the 2018 9% Housing Tax Credit Program and Home Loan Funds with the Texas Department of Housing and Community Affairs (TDHCA) for Jasmine Village Apartments, to be developed at 1302 W. Sugar Cane Dr., in the City of Weslaco, Hidalgo County, Texas. This new construction is an apartment complex and comprise of approximately 132 units for general population, of which 106 units will be set aside for low-income tenants.

In the spring, the Department will hold public hearings in various locations around the state to gather input on Competitive Housing Tax Credit applications; comments can be made on any and all applications at each hearing. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website later this year.

For Tax-Exempt Bond applications where the Department is the issuer, there will be a public hearing to receive public comment on the proposed development. Information regarding the date, time, and location of that hearing will be disseminated at least 30 days prior to the hearing date on the Department's website (<http://www.tdhca.state.tx.us/multifamily/communities.htm>). For Tax-Exempt Bond applications that utilize a local issuer interested individuals are encouraged to contact the local issuer for information regarding the public hearing.

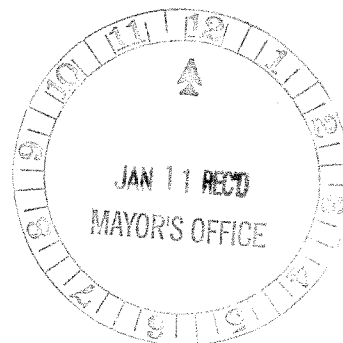
If you have any questions or require any additional information, please feel free to contact our office at (956) 797-2324.

Sincerely,


Sunny K. Philip
Manager

January 9, 2018

David Suarez
City of Weslaco
255 S. Kansas
Weslaco TX 78596



✓ (E)
Done
1/12/18
[Signature]

Dear Mayor Suarez:

VDC Mile 10, LP is making an application for the Housing Tax Credit Program and possibly the Multifamily Direct Loan Program with the Texas Department of Housing and Community Affairs (TDHCA) for Luna Vista to be located at the NE Quadrant of Mile 10 N and N Mile 6 1/2, Weslaco ETJ, TX 78596, Hidalgo County. This proposed new construction development is an apartment community comprised of approximately 160 units of which 160 units will be reserved for residents at 60% of Area Median Income or below.

In the spring, TDHCA will hold public hearings in various locations around the state to gather input on Housing Tax Credit Program applications; comments can be made on any and all applications at each hearing. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website (<http://www.tdhca.state.tx.us/public-comment.htm>) later in the year. Additionally, as required by TDHCA, an applicant for funding must disclose that, in accordance with TDHCA's rules, aspects of the proposed development may not yet have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided.

Sincerely,

Janice Degollado

Janice Degollado, as contracted agent
Representative for VDC Mile 10, LP
4733 College Park, Ste 200
San Antonio, TX 78249
Phone: (210) 530-0090
Fax: (210) 530-5060
Email: janiced@versadevco.com

*Done
1/11/18
J*

BAH Midway North Village, Ltd.

*6517 Mapleridge
Houston, Texas 77081
(713) 432-7727 phone
doak@thebrownstonegroup.net*

January 5, 2018

Mayor David Suarez
Office of the Mayor
255 South Kansas Avenue
Weslaco, TX 78596
956-968-6717 fax
david.suarez@weslacotx.gov

Dear Mayor Suarez,

BAH Midway North Village, Ltd. is making an application for housing tax credits with the Texas Department of Housing and Community Affairs (TDHCA) for Midway North Village located on the 2200 eastside block of Mile 6 1/2 W in Weslaco, Texas within Hidalgo County. This new construction is a mixed-income family apartment community and comprised of approximately 132 units of which 105 units will be for low-income tenants (60% or less of the area median income).

In the spring, TDHCA will hold public hearings in various locations around the state to gather input on these competitive applications; comments can be made on any and all applications at each hearing. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website later this year.

Sincerely,

BAH Midway North Village, Ltd., a Texas limited partnership

By: BAH Midway North Village GP, LLC, its general partner

By: *Doak D. Brown*

Doak D. Brown, Manager

Doak D. Brown
1/5/18

BAH Midway North Senior Village, Ltd.

*6517 Mapleridge
Houston, Texas 77081
(713) 432-7727 phone
doak@thebrownstonegroup.net*

January 5, 2018

Mayor David Suarez
Office of the Mayor
255 South Kansas Avenue
Weslaco, TX 78596
956-968-6717 fax
david.suarez@weslacotx.gov

Dear Mayor Suarez,

BAH Midway North Senior Village, Ltd. is making an application for housing tax credits with the Texas Department of Housing and Community Affairs (TDHCA) for Midway North Senior Village located on the 2300 eastside block of Mile 6 1/2 W in Weslaco, Texas within Hidalgo County. This new construction is a mixed-income senior apartment community and comprised of approximately 120 units of which 96 units will be for low-income tenants (60% or less of the area median income).

In the spring, TDHCA will hold public hearings in various locations around the state to gather input on these competitive applications; comments can be made on any and all applications at each hearing. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website later this year.

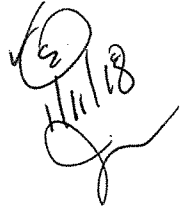
Sincerely,

BAH Midway North Senior Village, Ltd., a Texas limited partnership

By: BAH Midway North Senior Village GP, LLC, its general partner

By: *Doak D. Brown*

Doak D. Brown, Manager



Marque Real Estate Consultants, LLC
710 N. Post Oak Road, Suite #400
Houston, Texas 77024
Donna@MarqueConsultants.com

January 6, 2018

Mr. David Suarez
Mayor
City of Weslaco
255 S. Kansas Ave
Weslaco, TX 78596

Dear Mayor:

TGO Midway Villas 18 LP ("Applicant") is submitting a request for Housing Tax Credits ("HTC") with the Texas Department of Housing and Community Affairs ("TDHCA") in connection with the following proposed development:

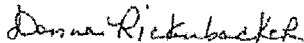
Midway Villas to be located on 4+/- acres near the NEC of Mile 6 1/2 W. and W. Expy. 83, Midway North CDP, Hidalgo County, Texas 78596.

This new construction development (the "Development") will be an apartment community for Seniors comprised of approximately 130 total units of which approximately 120 will be for tenants earning 60% or less of the Area Medium Income.

In accordance with TDHCA rules, aspects of the Development may not yet have been determined or selected or may be subject to change, such as changes in amenities ultimately selected and provided.

In the spring, TDHCA will hold public hearings in various locations around the state to gather input on competitive HTC applications. Comments may be made on any and all applications at each hearing. The hearing schedule along with contact information for written public comment will be posted on TDHCA's [Public Comment](#) Center website later this year.

Sincerely,



Donna Rickenbacker
Representative of the Applicant

Relevant Development Information as Presented by the Applicant:

Project Number: 18233
Development Name: Weslaco Villas
Development Address: 2308 West Highway 83
Development City: Weslaco Development Zip: 78596 Region: 11
Regional Allocation: Urban Target Population: General
Set Aside: ☐ Nonprofit ☐ USDA ☐ At-Risk
Construction Type: New Construction
Credit/ Funding Request: \$1,500,000
Total Low Income Units: 100 Total Market Rate Units: 0 Total Units: 100

Applicant Information:

Owner Contact: Melissa Fisher
Owner Address: 16812 Dallas Parkway
Owner City: Dallas Owner State: Texas Owner Zip: 75248
Owner Phone: (972) 701-5558
Owner Email: mfisher@rise-residential.com



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

221 East 11th Street, Austin, TX 78701
PO Box 13941, Austin, TX 78711

Main Number: 512-475-3800
Toll Free: 1-800-525-0657

Email: info@tdhca.state.tx.us
Web: www.tdhca.state.tx.us

Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas: 800-735-2989 (TTY) and 711 (Voice).

Elizabeth M. Walker

From: Mike Perez
Sent: Friday, January 19, 2018 7:48 AM
To: Henry Flores Sr.
Cc: Elizabeth M. Walker
Subject: RE: Resolution of Support - Commitment of Development Funding Documents

Henry, it was good to see you again. We will remove the other resolution. Thanks mike

From: Henry Flores Sr. [mailto:henry@madhousedevlopment.net]
Sent: Thursday, January 18, 2018 9:36 PM
To: Mike Perez <mrperez@weslacotx.gov>
Subject: Resolution of Support - Commitment of Development Funding Documents

Mike, thank you again for visiting with us this morning. As we discussed, please find attached the Resolutions of Support/Commitment of Development Funding for our two proposed senior apartment communities, Avanti at Westgate Legacy and Avanti at Sienna Palms Legacy.

Please accept this email as our formal confirmation that we are withdrawing our request for the Resolutions of Support/Commitment of Development Funding for our two proposed family apartment communities, Avanti at Westgate and Avanti at Sienna Palms. As I explained, your staff may have received draft documents regarding these deals from our local folks before we became aware of the Housing Authority's 242-unit family deal and we don't want to place ourselves in competition with that city-sponsored imitative. I would again recommend that no family deal receive support this year to preserve the market for the that transaction.

In addition, please note that the attached documents are in final draft form; there may be versions circulation among your staff that had an error related to the name of the proposed properties so please use the attached versions. Lastly, as you probably know, the request for a \$500 public contribution is solely for scoring purposes since TDHCA provides a one-point preference when public funding is included in an application for tax credits.

Thank you for being willing to consider our request and please let me know if you have any questions.

Henry Flores
(512) 633-4037

Relevant Development Information as Presented by the Applicant:

Project Number: 18191
Development Name: Avanti at Westgate
Development Address: +/- 8.00 acres near the SWC of Covey Dr. & Mile 6 Rd. W intersection
Development City: Weslaco Development Zip: 78596 Region: 11
Regional Allocation: Urban Target Population: General
Set Aside: ☐ Nonprofit ☐ USDA ☐ At-Risk
Construction Type: New Construction
Credit/ Funding Request: \$1,500,000
Total Low Income Units: 94 Total Market Rate Units: 16 Total Units: 110

Applicant Information:

Owner Contact: Henry Flores
Owner Address: 8500 Shoal Creek Blvd., Bldg. 4, Ste. 208
Owner City: Austin Owner State: Texas Owner Zip: 78757
Owner Phone: (512) 914-0953
Owner Email: hflores@madhousedevlopment.net

withdrawn by applicant



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

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Relay Texas: 800-735-2989 (TTY) and 711 (Voice).

Relevant Development Information as Presented by the Applicant:

Project Number: 18189
Development Name: Avanti at Sienna Palms
Development Address: +/- 6.5 acres near the NEC of Cardinal Dr. & Mile 6 1/2 W intersection
Development City: Weslaco Development Zip: 78596 Region: 11
Regional Allocation: Urban Target Population: General
Set Aside: ☐ Nonprofit ☐ USDA ☐ At-Risk
Construction Type: New Construction
Credit/ Funding Request: \$1,500,000
Total Low Income Units: 94 Total Market Rate Units: 16 Total Units: 110

Applicant Information:

Owner Contact: Henry Flores
Owner Address: 8500 Shoal Creek Blvd., Bldg. 4, Ste. 208
Owner City: Austin Owner State: Texas Owner Zip: 78757
Owner Phone: (512) 914-0953
Owner Email: hflores@madhousedevlopment.net

Withdrawn by applicant



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

221 East 11th Street, Austin, TX 78701
PO Box 13941, Austin, TX 78711

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Relay Texas: 800-735-2989 (TTY) and 711 (Voice).

RESOLUTION NO. 2018-15

A RESOLUTION BY THE CITY COMISSION OF THE CITY OF WESLACO EXPRESSING SUPPORT FOR THE APPLICATION OF AVANTI AT SIENNA PALMS LEGACY TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2018 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Avanti at Sienna Palms Legacy, and its affiliates (the “**Applicant**”) brought to the City of Weslaco (the “**City**”) a proposal to develop an affordable rental housing community named Avanti at Sienna Palms Legacy (the “**Housing Community**”) to be located at 6.5 acres near the NEC of Cardinal Dr. & Mile 6½W., Weslaco, Hidalgo County, Texas 78596 (the “**Development Site**”).

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (“**TDHCA**”) for an allocation of 2018 Competitive 9% Housing Tax Credits (“**HTC**”) for the construction and development of the Housing Community.

WHEREAS, the City believes that the development of the Housing Community will be beneficial to the City and its residents and desires to evidence its support for the Housing Community and to provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 for such development.

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

1. The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.
2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and HTC Application #18188.
3. The City, acting through its governing body, hereby confirms that it will provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 to the Housing Community.
4. This formal action has been taken to put on record the opinions expressed by the City on the date set forth below.
5. The City, acting through its governing body, hereby authorizes, empowers, and directs the Mayor to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

DULY RESOLVED by the City Commission of the City of Weslaco, on this the 6th day of February 2018.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED TO FORM:

Juan E. Gonzalez, City Attorney

RESOLUTION NO. 2018-16

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF WESLACO EXPRESSING SUPPORT FOR THE APPLICATION OF AVANTI AT WESTGATE LEGACY TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2018 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Avanti at Westgate Legacy, and its affiliates (the “**Applicant**”) brought to the City of Weslaco (the “**City**”) a proposal to develop an affordable rental housing community named Avanti at Westgate Legacy (the “**Housing Community**”) to be located at 6.00 acres near the SWC of Covey Dr. & Mile 6 Rd. N., Weslaco, Hidalgo County, Texas 78596 (the “**Development Site**”).

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (“**TDHCA**”) for an allocation of 2018 Competitive 9% Housing Tax Credits (“**HTC**”) for the construction and development of the Housing Community.

WHEREAS, the City believes that the development of the Housing Community will be beneficial to the City and its residents and desires to evidence its support for the Housing Community and to provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 for such development.

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

1. The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.
2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and HTC Application #18190.
3. The City, acting through its governing body, hereby confirms that it will provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 to the Housing Community.
4. This formal action has been taken to put on record the opinions expressed by the City on the date set forth below.
5. The City, acting through its governing body, hereby authorizes, empowers, and directs the Mayor to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

DULY RESOLVED by the City Commission of the City of Weslaco, on this the 6th day of February 2018.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED TO FORM:

Juan E. Gonzalez, City Attorney

RESOLUTION NO. 2018-17

A RESOLUTION BY THE CITY COMISSION OF THE CITY OF WESLACO EXPRESSING SUPPORT FOR THE APPLICATION OF JASMINE VILLAGE, L.P. TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2018 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Jasmine Village L.P., and its affiliates (the “**Applicant**”) brought to the City of Weslaco (the “**City**”) a proposal to develop an affordable rental housing community named Jasmine Village Apartments (the “**Housing Community**”) to be developed at 1302 W. Sugar Cane Dr., in the City of Weslaco, Hidalgo County, Texas 78596 (the “**Development Site**”).

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (“**TDHCA**”) for an allocation of 2018 Competitive 9% Housing Tax Credits (“**HTC**”) for the construction and development of the Housing Community.

WHEREAS, the City believes that the development of the Housing Community will be beneficial to the City and its residents and desires to evidence its support for the Housing Community and to provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 for such development.

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

1. The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.
2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and HTC Application #18155.
3. The City, acting through its governing body, hereby confirms that it will provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 to the Housing Community.
4. This formal action has been taken to put on record the opinions expressed by the City on the date set forth below.
5. The City, acting through its governing body, hereby authorizes, empowers, and directs the Mayor to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

DULY RESOLVED by the City Commission of the City of Weslaco, on this the 6th day of February 2018.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED TO FORM:

Juan E. Gonzalez, City Attorney

RESOLUTION NO. 2018-18

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF WESLACO EXPRESSING SUPPORT FOR THE APPLICATION OF VDC MILE 10, LP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2018 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, VDC Mile 10, LP, and its affiliates (the “**Applicant**”) brought to the City of Weslaco (the “**City**”) a proposal to develop an affordable rental housing community named Luna Vista (the “**Housing Community**”) to be located near the NEC Quadrant of Mile 10 N. and N. Mile 6½, in the ETJ of Weslaco, Hidalgo County, Texas 78596 (the “**Development Site**”).

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (“**TDHCA**”) for an allocation of 2018 Competitive 9% Housing Tax Credits (“**HTC**”) for the construction and development of the Housing Community.

WHEREAS, the City believes that the development of the Housing Community will be beneficial to the City and its residents and desires to evidence its support for the Housing Community and to provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 for such development.

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

1. The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.
2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and HTC Application #18281.
3. The City, acting through its governing body, hereby confirms that it will provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 to the Housing Community.
4. This formal action has been taken to put on record the opinions expressed by the City on the date set forth below.
5. The City, acting through its governing body, hereby authorizes, empowers, and directs the Mayor to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

DULY RESOLVED by the City Commission of the City of Weslaco, on this the 6th day of February 2018.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED TO FORM:

Juan E. Gonzalez, City Attorney

RESOLUTION NO. 2018-19

A RESOLUTION BY THE CITY COMISSION OF THE CITY OF WESLACO EXPRESSING SUPPORT FOR THE APPLICATION OF BAH MIDWAY NORTH VILLAGE LTD TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2018 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, BAH Midway North Village Ltd, and its affiliates (the “**Applicant**”) brought to the City of Weslaco (the “**City**”) a proposal to develop an affordable rental housing community named Midway North Village (the “**Housing Community**”) to be located on the 2200 eastside block of Mile 6½W., in the City of Weslaco, Hidalgo County, Texas 78596 (the “**Development Site**”).

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (“**TDHCA**”) for an allocation of 2018 Competitive 9% Housing Tax Credits (“**HTC**”) for the construction and development of the Housing Community.

WHEREAS, the City believes that the development of the Housing Community will be beneficial to the City and its residents and desires to evidence its support for the Housing Community and to provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 for such development.

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

1. The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.
2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and HTC Application #18144.
3. The City, acting through its governing body, hereby confirms that it will provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 to the Housing Community.
4. This formal action has been taken to put on record the opinions expressed by the City on the date set forth below.
5. The City, acting through its governing body, hereby authorizes, empowers, and directs the Mayor to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

DULY RESOLVED by the City Commission of the City of Weslaco, on this the 6th day of February 2018.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED TO FORM:

Juan E. Gonzalez, City Attorney

RESOLUTION NO. 2018-20

A RESOLUTION BY THE CITY COMISSION OF THE CITY OF WESLACO EXPRESSING SUPPORT FOR THE APPLICATION OF BAH MIDWAY NORTH SENIOR VILLAGE TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2018 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, BAH Midway North Senior Village, and its affiliates (the “**Applicant**”) brought to the City of Weslaco (the “**City**”) a proposal to develop an affordable rental housing community named BAH Midway North Senior Village (the “**Housing Community**”) to be located near the 2300 eastside block of Mile 6½W., in the City of Weslaco, Hidalgo County, Texas 78596 (the “**Development Site**”).

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (“**TDHCA**”) for an allocation of 2018 Competitive 9% Housing Tax Credits (“**HTC**”) for the construction and development of the Housing Community.

WHEREAS, the City believes that the development of the Housing Community will be beneficial to the City and its residents and desires to evidence its support for the Housing Community and to provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 for such development.

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

1. The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.
2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and HTC Application #18145.
3. The City, acting through its governing body, hereby confirms that it will provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 to the Housing Community.
4. This formal action has been taken to put on record the opinions expressed by the City on the date set forth below.
5. The City, acting through its governing body, hereby authorizes, empowers, and directs the Mayor to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

DULY RESOLVED by the City Commission of the City of Weslaco, on this the 6th day of February 2018.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED TO FORM:

Juan E. Gonzalez, City Attorney

RESOLUTION NO. 2018-21

A RESOLUTION BY THE CITY COMISSION OF THE CITY OF WESLACO EXPRESSING SUPPORT FOR THE APPLICATION OF TGO MIDWAY VILLAS 18 LP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2018 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, TGO Midway Villas 18 LP, and its affiliates (the “**Applicant**”) brought to the City of Weslaco (the “**City**”) a proposal to develop an affordable rental housing community named Midway Villas (the “**Housing Community**”) to be located near the NEC of Mile 6 ½ W. and W. Expy. 83, Midway North CDP, Hidalgo County, Texas 78596 (the “**Development Site**”).

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (“**TDHCA**”) for an allocation of 2018 Competitive 9% Housing Tax Credits (“**HTC**”) for the construction and development of the Housing Community.

WHEREAS, the City believes that the development of the Housing Community will be beneficial to the City and its residents and desires to evidence its support for the Housing Community and to provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 for such development.

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

1. The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.
2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and HTC Application #18208.
3. The City, acting through its governing body, hereby confirms that it will provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 to the Housing Community.
4. This formal action has been taken to put on record the opinions expressed by the City on the date set forth below.
5. The City, acting through its governing body, hereby authorizes, empowers, and directs the Mayor to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

DULY RESOLVED by the City Commission of the City of Weslaco, on this the 6th day of February 2018.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED TO FORM:

Juan E. Gonzalez, City Attorney

RESOLUTION NO. 2018-22

A RESOLUTION BY THE CITY COMISSION OF THE CITY OF WESLACO EXPRESSING SUPPORT FOR THE APPLICATION OF WESLACO VILLAS TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2018 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Weslaco Villas, and its affiliates (the “**Applicant**”) brought to the City of Weslaco (the “**City**”) a proposal to develop an affordable rental housing community named Weslaco Villas (the “**Housing Community**”) to be located at 2308 West Highway 83, Weslaco, Hidalgo County, Texas 78596 (the “**Development Site**”).

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (“**TDHCA**”) for an allocation of 2018 Competitive 9% Housing Tax Credits (“**HTC**”) for the construction and development of the Housing Community.

WHEREAS, the City believes that the development of the Housing Community will be beneficial to the City and its residents and desires to evidence its support for the Housing Community and to provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 for such development.

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

1. The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.
2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and HTC Application #18233.
3. The City, acting through its governing body, hereby confirms that it will provide a loan, grant, reduced fees or contribution of other value that equals \$500.00 to the Housing Community.
4. This formal action has been taken to put on record the opinions expressed by the City on the date set forth below.
5. The City, acting through its governing body, hereby authorizes, empowers, and directs the Mayor to execute this Resolution on behalf of the City and to certify these resolutions to TDHCA.

DULY RESOLVED by the City Commission of the City of Weslaco, on this the 6th day of February 2018.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED TO FORM:

Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1500	
From:			
Subject: Discussion and consideration to approve an Interlocal agreement with Weslaco Independent School District for a joint school/city park at Clecker-Heald Elementary School to include improvements and utilization of facilities and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Managers Office.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: Location map, Interlocal			
Responsibilities upon Approval:			

Cleckler-Heald Elementary

Proposed playground

Legend

 Cleckler - Heald Elementary School

W Washington St

W Sugar Cane Dr

Proposed Area

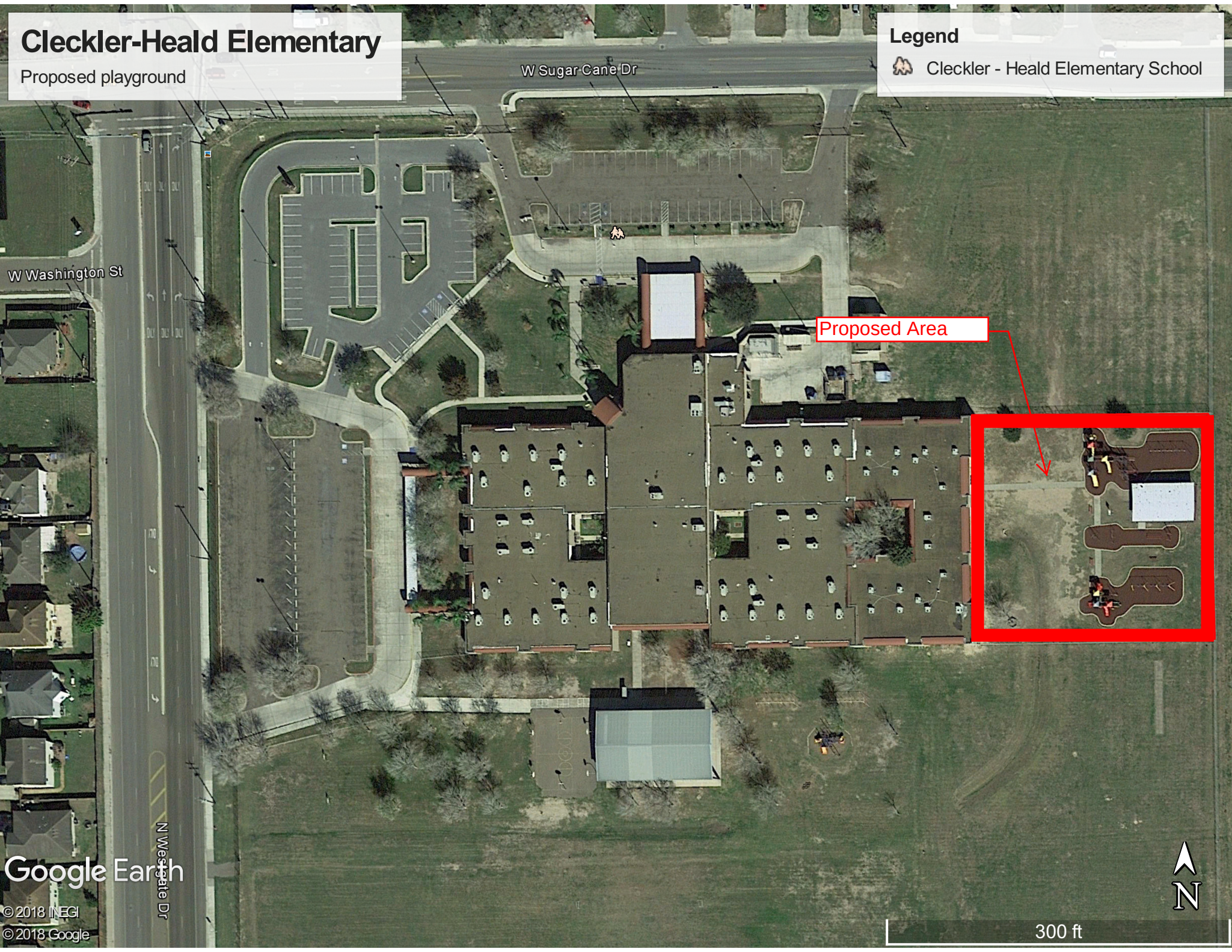
Google Earth

© 2018 INEGI
© 2018 Google

N Westgate Dr



300 ft



**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WESLACO AND
THE WESLACO INDEPENDENT SCHOOL DISTRICT**

**STATE OF TEXAS §
 §
COUNTY OF HIDALGO §**

WHEREAS, the Weslaco Independent School District (hereinafter referred to as “District”) currently owns **Cleckler-Heald Elementary School** campus, located at 1610 W. Sugarcane Dr., Weslaco, Texas, Hidalgo County, Texas, (hereinafter referred to as the “Campus”); and

WHEREAS, the District has determined that certain portions of the Campus as identified on Exhibit “A” attached hereto (hereinafter referred to as “Parcel”) are presently not being continually utilized after school hours for school activities;

WHEREAS, the City of Weslaco (hereinafter referred to as “City”) desires to utilize school facilities and improvements consisting of playground equipment, pavilion, benches and open space (the “Facilities”) for use by the citizens of the City and students of the District, on the Parcel, and the City and the District have determined it is in the best interest of the parties to have a joint school/city park, and

WHEREAS, the City has available General Revenue Funds which may be used for providing any improvements that benefit all constituents of both parties hereto; and

WHEREAS, the District desires, for all purposes of providing playground and related activity improvements to serve the Campus school facility, to better and more fully utilize said Campus, with the City and the City and the District agree to make them available to the District during normal school hours and to the citizens of the City at other times as set out herein; and

WHEREAS, the City and the District have the authority to enter into this agreement pursuant to the provisions of the Intergovernmental Corporation Act, Texas Government Code, Section 791.001 et seq.

NOW, THEREFORE, in consideration of the foregoing and the following, the City and the District hereby agree as follows:

ARTICLE I DEVELOPMENT OF PARCEL

1-1. The District hereby designated a portion of Cleckler-Heald Elementary School Campus as being a joint school/city park under the terms and conditions of this Agreement.

The Specific Parcel to be utilized for the purposes is described in Exhibit "A"

1-2. The City shall install any improvements for security as required by the school. The plans and specifications shall show approximate locations, the types of fencing, etc. The City shall conduct monthly meetings with the District during the construction process.

1-3. Prior to the installation of any fencing, the City should certify to the District that the City has inspected the Parcel and is familiar with its present condition and agrees to accept the Parcel in such condition at the commencement of the installation of the fencing.

1-4. The City agrees to complete the installation of the fencing at the Parcel within 90-days of the effective date of this Agreement.

ARTICLE II EFFECTIVE DATE OF TERMINATION

2-1. The effective date of this is _____, 2018.

2-2. This Agreement shall terminate upon the earlier of:

- (i) The mutual agreement of the District and the City, or
- (ii) Upon the District's sale of the whole premises of the school Campus, or
- (iii) Upon the District's sale of property including the Parcel, but not constituting the whole campus, provided the City shall be given the right of first refusal to purchase such property under the same terms and conditions of the proposed sale by the District, which such exercise of the right of purchase shall be made by City within thirty (30) days after notice of same from the District to the City.
- (iv) Upon a material breach hereof as otherwise provided herein, or;
- (v) Upon an event of non-finding of an obligation by either party as hereinafter provided.
- (vi) The District gives the City thirty (30) days' notice.

ARTICLE III MAINTENANCE

3-1. The City, at the City's expense, shall provide adequate maintenance service to the Facilities which shall include keeping playground and other equipment in a safe condition and replacing playground and other equipment as necessary in accordance with recognized standards for such equipment.

3-2. During school hours, the District shall provide general policing of the Parcel keeping the Parcel in a clean and orderly condition. Garbage and trash pick-up from receptacles to be provided by the School for the Facilities and to pick up any litter or other material generated as a result of school or city use. If the trash is above normal as a result of use of facilities after hours the City will be responsible for clean-up.

ARTICLE IV USE OF FACILITIES

4-1. The District agrees that the general public may utilize the Parcel and Facilities during non-school hours. During school hours the District shall have exclusive use and control over the Parcel and Facilities. The City and the District may mutually agree upon curfews for the use of the Parcel and Facilities but in no case will the Parcel and Facilities be opened to the general public for any period of time later than the general curfews established by the City of Weslaco for other park facilities.

4-2. The School shall, during the term of the Agreement, maintain full control over the Parcel and Facilities for the School/City during the time the District does not have exclusive control over the Parcel and Facilities. The City may offer programs such as recreational, cultural and other types of programs including the general use by the public of the Parcel and Facilities for the purposes for which they are intended.

4-3. The City should not make or permit any use of the Parcel and Facilities which violate any applicable statutes, ordinances, regulations or any other requirements of any government authority having jurisdiction or which constitutes a nuisance, either public or private.

4-4. The School shall pay for water, light and power and other utilities and services including garbage collection that apply to the Parcel.

4-5. The City may, at its expense, install and or display signs about the Parcel reviewed and approved by the District. The City agrees, at the District's request, to remove at the City's expense, any

signs upon the termination of this Agreement generally or as to any parcel upon the sale of the Campus by the District.

4-6. the City shall with approval of District, be permitted to make, at the City's expense, alterations, changes and additions in and to the Facilities, consistent with the Parks programs offered by it and District's needs and programs. The City agrees, if requested by the District, to restore, at the end of the term of this agreement, the Parcel to the same condition as existed on the date of this Agreement. Any addition made in or to the Parcel by the City not removed at the end of the term hereof will become the property of the District at no cost to the District. All alterations shall be completed in a good and workman-like manner and paid for in full within a reasonable time so that no lien shall attach to the property.

ARTICLE V INDEMNIFICATION

5-1. To the extent permitted by law, the City shall indemnify and hold harmless the District of its officers, agents, and employees and its Board members, individually and collectively, from and against all claims and demands of third persons, including, without limitation, employees and agents of the District, arising from the City's or its invitees or licensees uses of the Facilities or Parcel or from the conduct of the City's programs or from any activity or things done, committed or suffered by the City in or about the Parcel or Facilities.

5-2. To the extent allowed by law, the District shall indemnify and hold harmless the City and its officers, agents and employees and the City Commission members individually and collectively from any and all claims and demands by third parties, including, without limitations, employees and agents of the District arising from the Districts use of the Parcel or Facilities during the time of the District's exclusive right to use the Parcel or Facilities as provided for in this Agreement.

5-3. INSURANCE: The City shall during the term hereof and to the extent such insurance is otherwise available, name the District as an additional insured under the general liability policy of the city covering the contractual indemnification of the City as provided herein. Such insurance policy may be provided by a third-party commercial carrier or by governmental pooled policy such as Texas Municipal League or through self-insurance, provided that the City provides the District with assurances of ability to meet any financial commitment under such self-insurance program. The City shall deliver the District a certificate of insurance showing the District as co-insured upon the effective date and on an annual basis

thereafter. The coverage for the City shall be in the amount of at least, the individual tort claims liability limit of the District on a per occurrence basis and have at least an aggregate coverage of ONE MILLION DOLLAR (\$1,000,000.00) per annum.

6-1. The City and the District hereby agree that each party paying for the performance of the governmental function of services as a part of this Agreement must make those payments from current revenues available to the paying party. Should the City or District, after making reasonable efforts to fund any obligation hereunder, fail to appropriate funding required to meet such obligation then the other party at its sole remedy may waive the performance of the non-funding entity or terminate this agreement upon giving notice of such remedy as otherwise provided herein.

6-2. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceable shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained, herein.

6-3. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Should any party be in breach hereof then the non-breaching party shall give sixty (60) days' notice of such breach and the breaching party shall have such sixty (60) days to cure the breach before the non-breaching party may terminate this Agreement or take any other action to enforce the provisions hereof.

6-4. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained, herein.

6-5. In the event the District or the City breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

6-6. Neither the District nor the City shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of the District or the City, and which by the exercise of due diligence the District or the City is unable, wholly or in part, to prevent or overcome.

6-7. MEDIATION: Both the parties desire to resolve disputes without litigation. Before any dispute between the City of Weslaco and Weslaco Independent School District related to this Agreement which is not resolved through informal discussion can be litigated it will first be submitted to a nonbinding mediation by a mutually acceptable mediator or mediation service. The parties to the mediation shall bear the medication costs equally.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be executed by their authorized officers effective as of the _____ day of _____, 2018.

WESLACO INDEPENDENT SCHOOL DISTRICT

By: _____
Priscilla Canales, Ph.D., Superintendent

ATTEST:

CITY OF WESLACO

By: _____
Elizabeth Walker, City Secretary

By: _____
David Suarez, Mayor

Approved as to form:

Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1501	
From:			
Subject: Discussion and consideration to approve an Interlocal agreement with Weslaco Independent School District for a joint school/city park at Memorial Elementary School to include improvements and utilization of facilities and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Managers Office.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation:			
Attachments, if any: Location map, Interlocal			
Responsibilities upon Approval:			

Memorial Elementary

Playground

Legend

-  Harlon Block Sports Complex
-  Memorial Elementary School
-  Memorial Playground

Proposed Area

Harlon Block Park

Google Earth

© 2018 INEGI
© 2018 Google

W 18th St

Mile 5 1/2 Rd W

500 ft



**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WESLACO AND
THE WESLACO INDEPENDENT SCHOOL DISTRICT**

**STATE OF TEXAS §
 §
COUNTY OF HIDALGO §**

WHEREAS, the Weslaco Independent School District (hereinafter referred to as “District”) currently owns **Memorial Elementary School** campus, located at 1700 S. Border Avenue, Weslaco, Texas, Hidalgo County, Texas, (hereinafter referred to as the “Campus”); and

WHEREAS, the District has determined that certain portions of the Campus as identified on Exhibit “A” attached hereto (hereinafter referred to as “Parcel”) are presently not being continually utilized after school hours for school activities;

WHEREAS, the City of Weslaco (hereinafter referred to as “City”) desires to utilize school facilities and improvements consisting of playground equipment, pavilion, benches and open space (the “Facilities”) for use by the citizens of the City and students of the District, on the Parcel, and the City and the District have determined it is in the best interest of the parties to have a joint school/city park, and

WHEREAS, the City has available General Revenue Funds which may be used for providing any improvements that benefit all constituents of both parties hereto; and

WHEREAS, the District desires, for all purposes of providing playground and related activity improvements to serve the Campus school facility, to better and more fully utilize said Campus, with the City and the City and the District agree to make them available to the District during normal school hours and to the citizens of the City at other times as set out herein; and

WHEREAS, the City and the District have the authority to enter into this agreement pursuant to the provisions of the Intergovernmental Corporation Act, Texas Government Code, Section 791.001 et seq.

NOW, THEREFORE, in consideration of the foregoing and the following, the City and the District hereby agree as follows:

ARTICLE I DEVELOPMENT OF PARCEL

1-1. The District hereby designated a portion of Cleckler-Heald Elementary School Campus as being a joint school/city park under the terms and conditions of this Agreement.

The Specific Parcel to be utilized for the purposes is described in Exhibit "A"

1-2. The City shall install any improvements for security as required by the school. The plans and specifications shall show approximate locations, the types of fencing, etc. The City shall conduct monthly meetings with the District during the construction process.

1-3. Prior to the installation of any fencing, the City should certify to the District that the City has inspected the Parcel and is familiar with its present condition and agrees to accept the Parcel in such condition at the commencement of the installation of the fencing.

1-4. The City agrees to complete the installation of the fencing at the Parcel within 90-days of the effective date of this Agreement.

ARTICLE II EFFECTIVE DATE OF TERMINATION

2-1. The effective date of this is _____, 2018.

2-2. This Agreement shall terminate upon the earlier of:

- (i) The mutual agreement of the District and the City, or
- (ii) Upon the District's sale of the whole premises of the school Campus, or
- (iii) Upon the District's sale of property including the Parcel, but not constituting the whole campus, provided the City shall be given the right of first refusal to purchase such property under the same terms and conditions of the proposed sale by the District, which such exercise of the right of purchase shall be made by City within thirty (30) days after notice of same from the District to the City.
- (iv) Upon a material breach hereof as otherwise provided herein, or;
- (v) Upon an event of non-finding of an obligation by either party as hereinafter provided.
- (vi) The District gives the City thirty (30) days' notice.

ARTICLE III MAINTENANCE

3-1. The City, at the City's expense, shall provide adequate maintenance service to the Facilities which shall include keeping playground and other equipment in a safe condition and replacing playground and other equipment as necessary in accordance with recognized standards for such equipment.

3-2. During school hours, the District shall provide general policing of the Parcel keeping the Parcel in a clean and orderly condition. Garbage and trash pick-up from receptacles to be provided by the School for the Facilities and to pick up any litter or other material generated as a result of school or city use. If the trash is above normal as a result of use of facilities after hours the City will be responsible for clean-up.

ARTICLE IV USE OF FACILITIES

4-1. The District agrees that the general public may utilize the Parcel and Facilities during non-school hours. During school hours the District shall have exclusive use and control over the Parcel and Facilities. The City and the District may mutually agree upon curfews for the use of the Parcel and Facilities but in no case will the Parcel and Facilities be opened to the general public for any period of time later than the general curfews established by the City of Weslaco for other park facilities.

4-2. The School shall, during the term of the Agreement, maintain full control over the Parcel and Facilities for the School/City during the time the District does not have exclusive control over the Parcel and Facilities. The City may offer programs such as recreational, cultural and other types of programs including the general use by the public of the Parcel and Facilities for the purposes for which they are intended.

4-3. The City should not make or permit any use of the Parcel and Facilities which violate any applicable statutes, ordinances, regulations or any other requirements of any government authority having jurisdiction or which constitutes a nuisance, either public or private.

4-4. The School shall pay for water, light and power and other utilities and services including garbage collection that apply to the Parcel.

4-5. The City may, at its expense, install and or display signs about the Parcel reviewed and approved by the District. The City agrees, at the District's request, to remove at the City's expense, any

signs upon the termination of this Agreement generally or as to any parcel upon the sale of the Campus by the District.

4-6. the City shall with approval of District, be permitted to make, at the City's expense, alterations, changes and additions in and to the Facilities, consistent with the Parks programs offered by it and District's needs and programs. The City agrees, if requested by the District, to restore, at the end of the term of this agreement, the Parcel to the same condition as existed on the date of this Agreement. Any addition made in or to the Parcel by the City not removed at the end of the term hereof will become the property of the District at no cost to the District. All alterations shall be completed in a good and workman-like manner and paid for in full within a reasonable time so that no lien shall attach to the property.

ARTICLE V INDEMNIFICATION

5-1. To the extent permitted by law, the City shall indemnify and hold harmless the District of its officers, agents, and employees and its Board members, individually and collectively, from and against all claims and demands of third persons, including, without limitation, employees and agents of the District, arising from the City's or its invitees or licensees uses of the Facilities or Parcel or from the conduct of the City's programs or from any activity or things done, committed or suffered by the City in or about the Parcel or Facilities.

5-2. To the extent allowed by law, the District shall indemnify and hold harmless the City and its officers, agents and employees and the City Commission members individually and collectively from any and all claims and demands by third parties, including, without limitations, employees and agents of the District arising from the Districts use of the Parcel or Facilities during the time of the District's exclusive right to use the Parcel or Facilities as provided for in this Agreement.

5-3. INSURANCE: The City shall during the term hereof and to the extent such insurance is otherwise available, name the District as an additional insured under the general liability policy of the city covering the contractual indemnification of the City as provided herein. Such insurance policy may be provided by a third-party commercial carrier or by governmental pooled policy such as Texas Municipal League or through self-insurance, provided that the City provides the District with assurances of ability to meet any financial commitment under such self-insurance program. The City shall deliver the District a certificate of insurance showing the District as co-insured upon the effective date and on an annual basis

thereafter. The coverage for the City shall be in the amount of at least, the individual tort claims liability limit of the District on a per occurrence basis and have at least an aggregate coverage of ONE MILLION DOLLAR (\$1,000,000.00) per annum.

6-1. The City and the District hereby agree that each party paying for the performance of the governmental function of services as a part of this Agreement must make those payments from current revenues available to the paying party. Should the City or District, after making reasonable efforts to fund any obligation hereunder, fail to appropriate funding required to meet such obligation then the other party at its sole remedy may waive the performance of the non-funding entity or terminate this agreement upon giving notice of such remedy as otherwise provided herein.

6-2. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceable shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained, herein.

6-3. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Should any party be in breach hereof then the non-breaching party shall give sixty (60) days' notice of such breach and the breaching party shall have such sixty (60) days to cure the breach before the non-breaching party may terminate this Agreement or take any other action to enforce the provisions hereof.

6-4. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained, herein.

6-5. In the event the District or the City breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

6-6. Neither the District nor the City shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of the District or the City, and which by the exercise of due diligence the District or the City is unable, wholly or in part, to prevent or overcome.

6-7. MEDIATION: Both the parties desire to resolve disputes without litigation. Before any dispute between the City of Weslaco and Weslaco Independent School District related to this Agreement which is not resolved through informal discussion can be litigated it will first be submitted to a nonbinding mediation by a mutually acceptable mediator or mediation service. The parties to the mediation shall bear the medication costs equally.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be executed by their authorized officers effective as of the _____ day of _____, 2018.

WESLACO INDEPENDENT SCHOOL DISTRICT

By: _____
Priscilla Canales, Ph.D., Superintendent

ATTEST:

CITY OF WESLACO

By: _____
Elizabeth Walker, City Secretary

By: _____
David Suarez, Mayor

Approved as to form:

Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1512	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to approve a variance from Subdivision Ordinance 26-37, on behalf of Domain Development Corporation, to reduce park fees from The Villages at Westgate Subdivision in 50% and place remaining fees at building stage at builder's expense. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: City's practice has been when land dedication is not given for any residential type subdivision, park fees are assessed prior to recording of the plat, as stipulated by City's Subdivision Ordinance. However, subdivision ordinance stipulates that "with the city commission approval, such payment in lieu of land may be either made prior to the time of the final plat's recording or prior to the issuance of a building permit by the city." As property has not been recorded, city and county files have property as one single lot. If approved, tracking of each lot becomes difficult.			
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):			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends denial.			
Attachments, if any: Request Letter			
Responsibilities upon Approval: staff will advise applicant and proceed with commission's action.			



TBPE Firm # F-1435
TBPLS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

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

January 18, 2018

Mr. Mardoqueo Hinojosa, P.E.
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596-6158

RE: The Villages at Westgate – Park Fees/Meters

Dear Mr. Hinojosa:

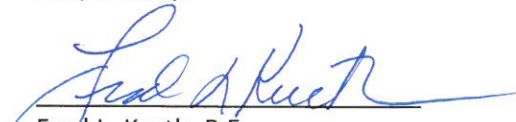
On behalf of the owner, Domain Development Corporation, we respectfully request that the City work with developer on the following things concerning the completions of the above referenced subdivision:

The park fees are \$250 per unit or a total of 86 Lots x 4 units x \$250 = \$86,000.00

1. Propose to pay park fees as follows:
 - a. 50% (\$43,000.00) at time of recording subdivision by developer
 - b. 50% (\$43,000.00) at time of building permit for each 4-plex by builder
2. City normally installs meter box at same time as meters are installed but in this subdivision, City proposed to have developer install meter boxes at the time of subdivision recording.
 - a. Developer does not have that in budget since not approved differently
 - b. If installed now, many meter boxes will be damaged by 4-Plex constructionDeveloper requests City continues with normal installation of meter box with meter at building permit stage.

Your consideration to these requests is greatly appreciated. If you have any questions and/or want to discuss further, please feel free to call us at 381-0981.

Respectfully,



Fred L. Kurth, P.E.
President

Cc: Domain Development Corporation, Developer



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1490
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration to submit individual liens for lots located on Sun Valley Subdivision from sanitary sewer improvements as stated on Resolution 2005-04 and filed at Hidalgo County Clerks Office Document No.1434619 and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)		
Background: Attached document was filed at Hidalgo County for subdivision non-compliance by original developer. A reimbursement was requested from developer, but documentation was not found for payment or non-payment of \$4,812.50. The amount was due as City corrected a sanitary sewer deficiency. A single document was filed, but was not done in a per lot basis. Construction has been allowed for 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):		
Elizabeth Walker Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends individual liens on properties.		
Attachments, if any: Resolution 2005-04		
Responsibilities upon Approval: Staff will regulate based on commission's action.		

RESOLUTION NO. 2005-04

STATE OF TEXAS	§	RESOLUTION RECITING
	§	NONCOMPLIANCE OF STANDARDS
COUNTY OF HIDALGO	§	CONTAINED IN SUN VALLEY
	§	SUBDIVISION PHASE II
CITY OF WESLACO	§	

WHEREAS, on July 16, 2002, the City Commission of the City of Weslaco approved the above-referenced subdivision; and

WHEREAS, the Developer, J. Edgar Ruiz, was proposing a nineteen (19) lot subdivision with eighteen (18) of the lots to be residential; and

WHEREAS, Sun Valley Subdivision Phase II was approved to be serviced by the City of Weslaco with water and sewer facilities; and

WHEREAS, the Developer, J. Edgar Ruiz, agreed to develop the Sun Valley Subdivision Phase II in accordance with the terms and standards of City of Weslaco Subdivision Ordinance No. 75-4 and which terms and standards were described in the final subdivision plat of Sun Valley Subdivision Phase II; and

WHEREAS, the 10" sanitary sewer line that Developer J. Edgar Ruiz tied to an existing sanitary sewer line sewer manhole on Border Avenue and installed south to Sun Valley Subdivision Phase II was installed 18 inches too high; and

WHEREAS, the City of Weslaco notified Developer J. Edgar Ruiz that the 10" sanitary sewer line was installed 18 inches too high and that it did not comply with the final subdivision plat for Sun Valley Subdivision Phase II and the City of Weslaco's Subdivision Ordinance No. 75-4; and

WHEREAS, the City of Weslaco paid another contractor \$4,812.50 to correct the improperly laid 10" sanitary sewer line after Developer J. Edgar Ruiz failed and refused to correct the improperly laid sanitary sewer line; and

WHEREAS, Developer J. Edgar Ruiz has refused to reimburse the City of Weslaco the \$4,812.50 paid by the City of Weslaco to correct the improperly laid 10" sanitary sewer line.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weslaco, Texas, that Sun Valley Subdivision Phase II Developer J. Edgar Ruiz did not comply with the standards in the final plat of Sun Valley Subdivision Phase II.

RESOLUTION [SUN VALLEY
SUBDIVISION PHASE II]

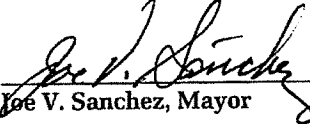
Page 1 of 2

BE IT FURTHER RESOLVED that provisions of paragraph (b), (c), and (d) of Section 26-1.05, Appendix B - Subdivision, Code of Ordinances of the City of Weslaco, Texas, will apply to the Sun Valley Subdivision Phase II and the lots therein. No building, repair, plumbing, or electrical permit shall be issued for any structure(s) and the City of Weslaco shall not repair, maintain, install or provide any streets or public utility services or sell or supply any water or sewage service until Developer J. Edgar Ruiz reimburses the City of Weslaco for its costs in correcting the installed 10" sanitary sewer line according to the standards contained in the final plat of Sun Valley Subdivision Phase II.

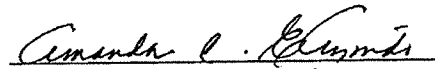
BE IT FURTHER RESOLVED that the City Secretary of the City of Weslaco, Texas, shall cause certified copies of this Resolution No. 2005-04 to be filed in the Official Deed Records of Hidalgo County, Texas. The City Secretary shall also file an instrument in the Official Deed Records of Hidalgo County, Texas, indicating that paragraphs (b), (c), and (d) of Section 26-1.05 no longer apply when Developer J. Edgar Ruiz reimburses the City of Weslaco in the amount of \$4,812.50.

DISCUSSED, PASSED AND APPROVED on this 18th day of January, 2005.

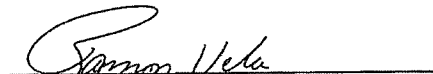
CITY OF WESLACO


Joe V. Sanchez, Mayor

ATTEST:


Amanda C. Elizondo, City Secretary

APPROVED:


Ramon Vela, City Attorney

RESOLUTION [SUN VALLEY
SUBDIVISION PHASE II]

Page 2 of 2

Filed for Record in:
Hidalgo County, III
by J. D. Salinas,
County Clerk
On: Feb 10, 2005 at 11:37A
As a Recording
Document Number: 1434619
Total Fees : 18.00
Receipt Number - 651288
By:
Rebecca Mariscal, Deputy

CERTIFICATE

I, Amanda C. Elizondo, City Secretary of the City of Weslaco, Texas, **DO HEREBY CERTIFY**, that the Weslaco City Commission at their regular meeting of January 18, 2005 approved Resolution No. 2005-04 reciting non-compliance of standards contained in Sun Valley Phase II. The City Secretary shall also file an instrument in the Official Deed Records of Hidalgo County, Texas indicating that paragraphs (b), (c), and (d) of Section 26-1.05 no longer apply when Developer J. Edgar Ruiz reimburses the City of Weslaco in the amount of \$4,812.50. That said action of the Weslaco City Commission is filed in Volume 41 of the Minute Book in the City Secretary's Office.

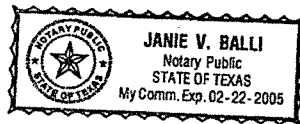
DATED this the 2nd day of February, 2005.

CITY OF WESLACO

Amanda C. Elizondo
Amanda C. Elizondo
City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 2nd day of February, 2005 that the above facts are true and correct to the best of her knowledge.



Janie V. Balli
Janie V. Balli, Notary Public
My Commission expires: 02/22/05

STATE OF TEXAS COUNTY OF HIDALGO



Standardized Agenda Request Form

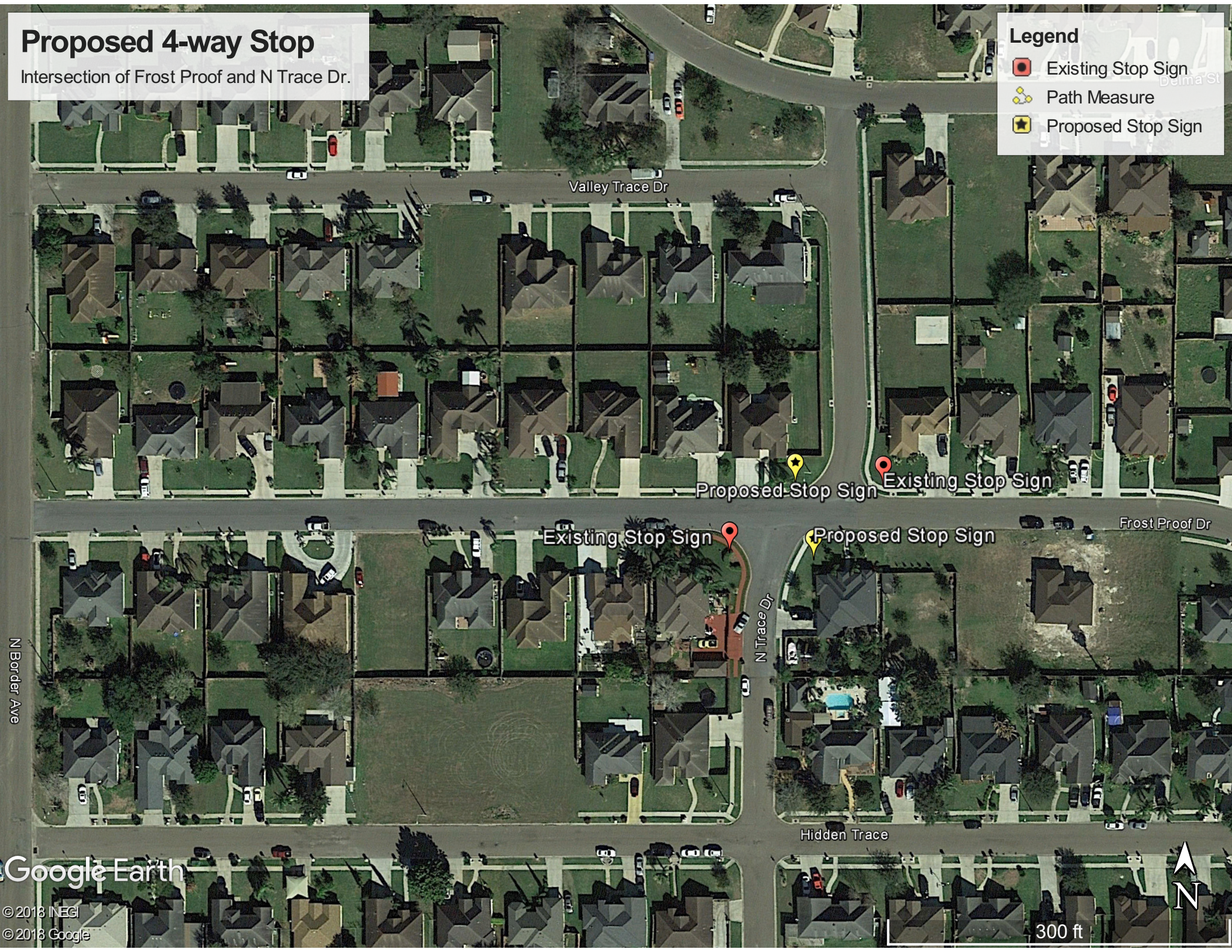
Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1494	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to approve Ordinance 2018-05 approving a four-way stop at the intersection of Frost Proof Drive and N. Trace Drive. First Reading of Ordinance 2018-05. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: Street intersection has an odd geometry. Currently, two-way stop is limiting appropriate free flow of traffic on Frost Proof Drive, while odd angle North Trace Drive has free flow. A 4-way stop is recommended for the intersection.			
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):			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Aerial, Plans, Ordinance 2018-05			
Responsibilities upon Approval: Staff recommends approval.			

Proposed 4-way Stop

Intersection of Frost Proof and N Trace Dr.

Legend

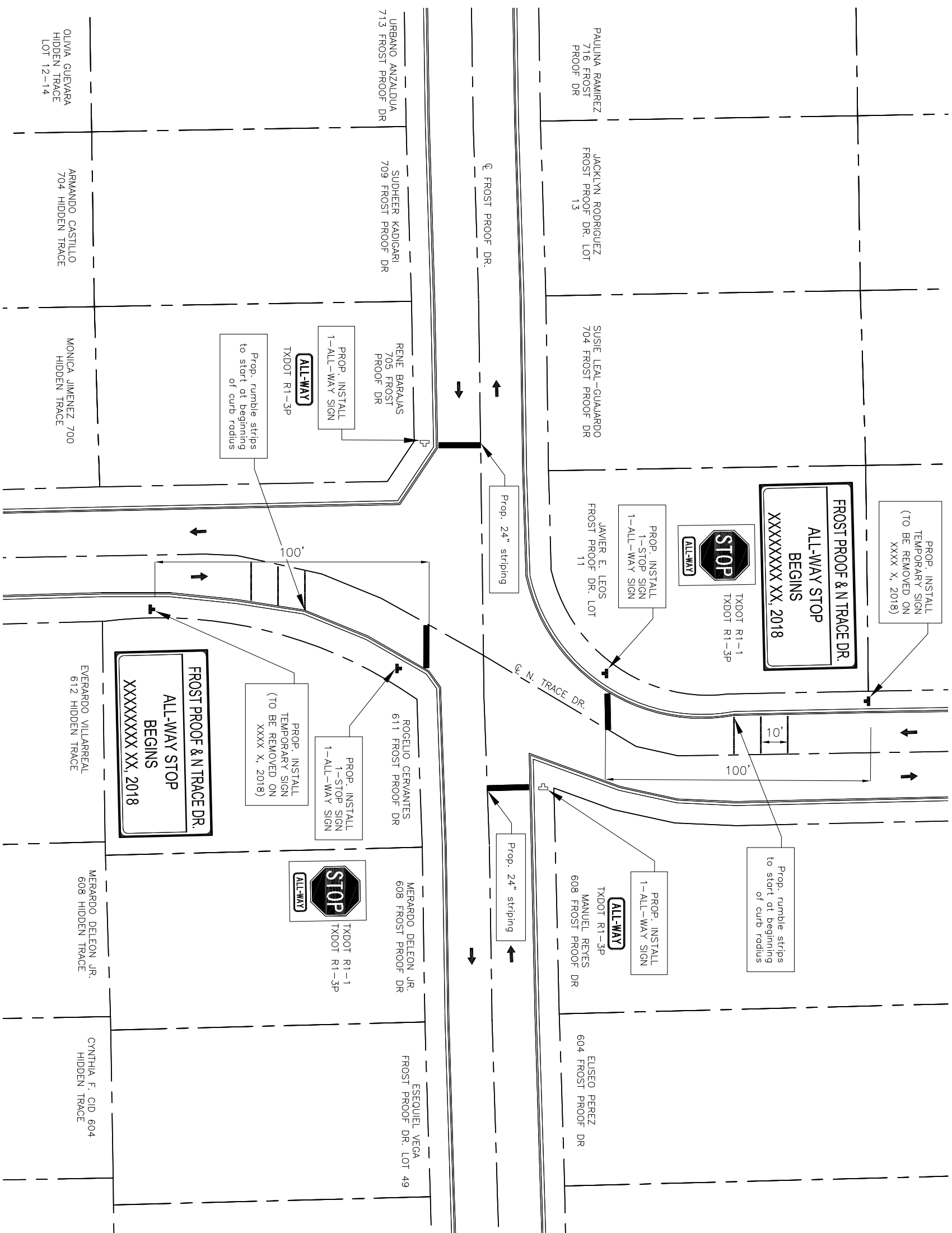
-  Existing Stop Sign
-  Path Measure
-  Proposed Stop Sign



Google Earth

© 2018 INEGI
© 2018 Google

300 ft



SCALE: 1" = 40'

LEGEND

	EXISTING	PROPOSED
1.00	1.00	1.00
2.00	2.00	2.00
3.00	3.00	3.00
4.00	4.00	4.00
5.00	5.00	5.00
6.00	6.00	6.00
7.00	7.00	7.00
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98.00	98.00	98.00
99.00	99.00	99.00
100.00	100.00	100.00

 SMALL SIGN

R.O.W.

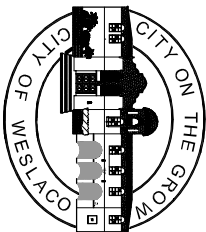
CENTERLINE

TRAFFIC FLOW

GENERAL NOTES:

1. REFER TO TxDOT SIGN MOUNTING DETAILS FOR SIGN INSTALLATIONS.
2. PROPOSED SMALL SIGNS SHALL BE INSTALLED USING NEW POST AND PANELS UNLESS OTHERWISE NOTED.
3. REFER TO TEXAS WJCD MANUAL (LATEST VERSION) FOR SIGN DIMENSIONS

SEAL:



**FOUR-WAY STOP SIGN
INTERSECTION OF
FROST PROOF & N. TRACE DR.**

PLAN VIEW

SHEET: 1 OF 1

Ω

ORDINANCE NO. 2018-05

AN ORDINANCE AMENDING ARTICLE III, SECTION 27-57 UNIFORMITY; OFFICIAL DEVICES OF THE TRAFFIC ORDINANCE OF CITY OF WESLACO TO INSTALL A FOUR WAY STOP SIGN AT THE INTERSECTION OF FROST PROOF AND N TRACE DRIVE.

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

SECTION I: Section 27-57 Uniformity Official Devices of the traffic Ordinance of the City of Weslaco, all signs and signals required under this chapter for a particular purpose shall, so far as practicable, be uniform as to type and location throughout the city. All traffic-control devices so erected and not inconsistent with the provisions of state law or this chapter shall be official traffic control devices: To install a four way stop signs at the intersection of Frost Proof and N. Trace Drive.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 6th day of February 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this _____ day of _____, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1511	
From:			
Subject: Discussion and consideration to approve the submission of the final proposed annual work plan for the City of Weslaco under the Hidalgo County Urban County Program, approve Resolution 2018-23 for year 31 (2018) to accept the allocation of approximately \$276,051.00, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department)			
Background: The Public Hearing for Needs Assessment was held on October 3, 2017. The preliminary work plan identified the need to fund the replacement of sanitary sewer lines, and related street resurfacing improvements in the downtown area, and to provide an allotment for senior services to be provided by the Amigos del Valle. The final work plan was modified only to remove one alley that was found not to benefit low to moderate income beneficiaries.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Resolution			
If item previously considered, provide date and action by Commission: Public Hearing - October 3, 2017 Approval of Preliminary Work Plan - October 3, 2017			
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):			
Mary Barrera		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Recommend approval.			
Attachments, if any: 2018 Workplan Narrative - Final, 2018 Workplan Wtr/Swr Final, Resolution 2018-23			
Responsibilities upon Approval: Submit Resolution and Final Work Plan to Urban County.			

2018	WESLACO	\$276,051.00
21A Exempt 58.34(a)(3)	GENERAL PROGRAM ADMINISTRATION Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings, coordinating project activities and related eligible activities. Location: City Hall, 255 S. Kansas Street, Weslaco, TX 78596	\$2,881.00
03J Cat. Excluded Not Subj. to 58.36(b) (7)	WATER/SEWER IMPROVEMENTS Project consists of Phase 1 of a multi-year funded project for the replacement of 8" sewer lines and related street resurfacing improvements at several alleys and streets (Kansas Ave/Illinois Ave, Iowa Ave/Illinois Ave, Iowa/Oregon/Tennessee/Florida Aves and 8 th St). Project will also include but not limited to adjacent/abutting alleys/streets within the same general vicinity, all related appurtenances, professional engineering services, geotechnical and material testing fees, etc. Project environmentally cleared in FY 2015. Location: Alley between Kansas Ave. and Illinois Ave. (from 4 th St. to 8 th St.); Alley between Illinois Ave. and Iowa Ave. (from 7 th St. to 8 th St.); South side of Central Middle School (Alley between Tennessee Ave. and Oregon Ave. to alley between Oregon Ave. and Florida Ave. then south to 8 th St.); 8 th St. (from Texas Blvd. to the alley between Iowa Ave. and Tennessee Ave.) Weslaco, TX 78596 Census Data: 227.01 (01) National Objective: 53.89% LMA Goal Outcome Indicator: 900 Beneficiary Type: People	\$268,170.00
05A Exempt 58.34(a)(4)	SENIOR SERVICES – Amigos del Valle Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years or older) within the City of Weslaco. Location: Casa de Amigos V – 1201 W. 6 th Street, Weslaco, TX, 78596 National Objective: LMC Goal Outcome Indicator: 5 Beneficiary Type: People	\$5,000.00

CITY OF WESLACO
WORKPLAN PROJECT SHEET
FISCAL YEAR 31 (2018)

Project Name: Water/Sewer Improvements

Proposed Budget: \$268,170.00

Matrix Code:	03J
---------------------	-----

(Check One)

✓

Benefits Low/Moderate Income

Prevention/Elimination of Slum & Blight

Meets an Urgent Need

Project Description: professional engineering services, geotechnical and material testing fees, etc.

Project Location:

1) Alley: between Kansas Ave. and Illinois Ave.(from 4th Street to 8th Street)

2) Alley: between Illinois Ave. and Iowa Ave. (from 7th Street to 8th Street)

3) Alley: South side of Central Middle School (from alley between Tennessee Ave. and Oregon Ave. to alley between Oregon Ave. and Florida Ave. then south to 8th Street)

4) Street: 8th Street (from Texas Blvd. to the alley between Iowa Ave. and Tennessee Ave.)

SECTION II

Primary Purpose: (Check One)

Help the Homeless

Help persons with Disabilities

Not Applicable

Helps Persons with HIV/AIDS

Address Public Housing Needs

Priority Need Category: (Check One)

Rental Housing

Owner Occupied Housing

Economic Development

Planning/Administration

Public Facility

Infrastructure

Public Service

Other

If Public Services: (Number of Beneficiaries)

Youth

Elderly

900

People (General)

If Housing- No. of Units:

If Facilities No. of Facilities:

SECTION III

Specific Objectives: (Check all that apply)

☐	Improved access to affordable owner housing for minorities
☐	Increase number of homeless persons moving into permanent housing
☐	End chronic homelessness
☒	Improve the services to low/mod income persons
☐	Improve quality/increase quantity of neighborhood facility for low-income persons
☒	Improve quality/increase quantity of public improvements for low-income persons
☐	Remediate and re-develop brownfields
☐	Improve economic opportunities for low income persons

Proposed Outcome: Funds will be used to replace sanitary sewer in areas with aged infrastructure that will improve the service and reduce the amount of sewer backups, as a result of constant breaks

Will CDBG funds be leveraged?

☒ **Yes** ☐ **No**

If yes... List all funding sources and amounts

1	Amount:
2	Amount:
3	Amount:
4	Amount:

SECTION IV (MUST INCLUDE WITH WORKPLAN)

Infrastructure Projects

Public Service (Sub-recipients)

☒	City Map	☐	Sub Recipient Agency Letter
☒	Flood Zone Map	☐	Beneficiary Count
☒	Project Site Photos	☐	List of Minor Equip./Supplies

SECTION V CERTIFICATION OF COMPLETION

DOES THE PROPOSED PROJECT MEET A NATIONAL OBJECTIVE?

☒ **YES** ☐ **NO**

COMPLETED BY: Mardoqueo Hinojosa

TITLE: Planning Director/City Engineer

*****FOR UCP STAFF USE ONLY*****

MEETS AN URGENT NEED (ACT OF NATURE)

CERTIFICATION OF SERIOUS / IMMEDIATE THREAT:

DATE OF OCCURANCE: _____

DOCUMENTATION OF DENIAL OF RESOURCES FOR OTHER APPROPRIATE SOURCES:

DOES THE PROPOSED PROJECT MEETS AN URGENT NEED NATIONAL OBJECTIVE?

_____ YES _____ NO

ELIGIBILITY CERTIFICATION

MEETS ALL REQUIREMENTS OF A NATIONAL OBJECTIVE

URBAN COUNTY PROGRAM COORDINATOR

DATE

APPROVAL TO INCLUDE IN WORKPLAN

URBAN COUNTY PROGRAM DEPUTY DIRECTOR

DATE

RESOLUTION NO. 2018-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS ADOPTING THE 2018 WORK PLAN AND BUDGET FOR YEAR THIRTY-ONE (31) URBAN COUNTY PROGRAM

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

WHEREAS, the City of Weslaco conducted a Public Hearing on Tuesday, October 3, 2017 at 6:00 P.M. at the Weslaco City Hall to solicit public input on community needs in compliance with CDBG requirements;

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

The Urban County work plan and budget for Year Thirty-One (31) 2018 is hereby adopted as follows:

Year 31

<u>PROGRAM ACTIVITY</u>	<u>BUDGET</u>
General Administration	\$ 2,881.00
Water/Sewer Improvements	268,170.00
Senior Services - Amigos del Valle	<u>5,000.00</u>
TOTAL	\$276,051.00

PASSED, APPROVED AND ADOPTED THIS THE 6TH DAY OF FEBRUARY, 2018.

CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Elizabeth Walker, CITY SECRETARY

APPROVED AS TO FORM:

Juan Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1516
From:		
Subject: Discussion and consideration to award the most advantageous proposal for financing of the purchase of Weslaco Fire Department 2018 Tahoe and 2018 F-250 Truck and authorize the Mayor to execute a Master Lease Agreement. Possible action. (Staffed by Finance Department.)		
Background: Request for Proposals for the Financing/Acquisition of Fire Department vehicles was initiated due to approval of purchase of 2018 Chevy Tahoe and 2018 Ford F-250 Truck. The most advantageous proposal was from City National Capital Finance (CNCF), who are requesting we execute a Master Lease Agreement to establish a lease line amount not to exceed \$750,000.00 in order to facilitate future financings, if needed. The execution of the Master Lease Agreement does not obligate the City to choose any further financings, but if we do so, we can just add an additional financing as a future Schedule attachment to the Master Lease. The Master makes it more efficient for smaller financings, with no fees or obligations on our part.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Budget Amendment		
If item previously considered, provide date and action by Commission: On 11/21/2017, the purchase of a 2018 Chevrolet Tahoe and a 2018 Ford F-250 truck was approved by the City Commission under the Weslaco Fire Department Apparatus Replacement Program.		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Frost Bank & City National Bank were contacted for Financing Proposals.		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Homer Rhodes Mary Barrera Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approved.		
Staff Recommendation: Recommend selecting City National Capital Finance as the most advantageous proposal for the financing of (1) 2018 Ford F-250 and (1) 2018 Chevrolet Tahoe, and execution of Master Lease Agreement.		

Attachments, if any:

Financing Tab, CNCF Master Lease Agreement

Responsibilities upon Approval:

Finance Department will initiate the proposal/contract with successful institution and prepare to make payment of approved vehicles upon invoice in conjunction with the awarded financing institution.

CITY OF WESLACO

WFD - 2018 TAHOE & 2018 FORD F-250 TRUCK - FINANCING RFP - TABULATION



Frost Bank
100 West Houston Street
San Antonio, Texas
210.220.6850
Scott Anderson
scott.anderson@frostbank.com

City National - Capital Finance
168 Wentworth Street
Charleston, SC 29401
410.409.7579
Michael J. Horkey
michael.horkey@cncapitalfinance.com

Option	DESCRIPTION	Pmts			Pmts		
1	ANNUAL PAYMENTS	5	\$ 19,386.06	\$ 96,930.30	5	\$ 19,073.79	\$ 95,368.95
			CONTRACT AMT	\$ 87,727.75		CONTRACT AMT	\$ 87,727.75
			INTEREST	\$ 9,202.55		INTEREST	\$ 7,641.20
			FEE	\$ 400.00		TOTAL	\$ 95,368.95
			TOTAL	\$ 97,330.30			
			3.42%			2.850%	

Handwritten signature and date: 1-26-18

Tabulation created by: Homer Rhodes on 1/26/2018

January 25, 2018

Mr. Homer Rhodes
Purchasing Agent – Finance Department
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Via Email: hrhodes@weslacotx.gov

RE: Lease / Purchase Term Sheet

Dear Mr. Rhodes:

City National Capital Finance, Inc. (CNCF or Lessor) is pleased to present this tax-exempt lease financing term sheet (the “proposal”) to the City in connection with the above referenced privately placed lease financing. Please note that CNCF has certain limitations regarding minimum Lease Amounts. By itself, the requested vehicle financing is below that threshold. However, CNCF can provide a Master Lease Agreement which allows Schedules (such as the vehicles) to be financed. Beyond each Schedule financed, there are no on-going fees, expenses, commitments or costs to the City.

Lessee: The City of Weslaco, Texas

Lessor: City National Capital Finance, Inc. or one of its affiliates or assigns

Type of Financing: Tax-exempt Master Lease Agreement (the “Agreement”) with a series of schedules thereto. If Lessee selects Lessor to provide the requested financing it will be documented as Schedule II to the already existing Master Lease between the parties. Said Agreement and all subsequent schedules shall be considered net lease arrangements whereby the Lessee is responsible for all costs of operation, maintenance, insurance and taxes. Payments due under the Agreement shall be based on the Lessee’s covenant to budget and appropriate revenues sufficient to pay debt service. The Lease and any Schedules will not be subject to the annual appropriation of funds.

Lease Line Amount: Not to exceed **\$750,000.00** unless increased by Lessor, at Lessor’s discretion.

Equipment Types: Various items of essential use, governmental purpose, capital equipment. Lessor to determine essentiality and may, at its sole discretion, decline to finance any item or items of equipment that it deems to be non-essential. Equipment may include (but will not be necessarily limited to) vehicles, heavy equipment, buses, computers, telecom, computers, energy related, office equipment, etc.). Lease Terms shall match the economic useful life of the asset(s) being financed as determined by Lessor at its sole discretion.

Minimum Schedule Size: After the requested schedule, Lessee will strive to reach a minimum schedule size of \$100,000.00. Please refer to Exhibit A – Sample Schedule II Amortization.

Rates and Indexing: Lease Rates shall be adjusted five (5) days prior to a given Lease Funding Date for the desired term using the following formulas:

Three (3) Year Lease Rate:	$(2 \text{ year LIBOR Swap Rate} + 1.05) \times .79$
Five (5) Year Lease Rate:	$(3 \text{ year LIBOR Swap Rate} + 1.20) \times .79$
Seven (7) Year Lease Rate:	$(4 \text{ year LIBOR Swap Rate} + 1.35) \times .79$
Ten (10) Year Lease Rate:	$(5 \text{ year LIBOR Swap Rate} + 1.65) \times .79$

Upon closing the Rate shall remain fixed for the entire duration of the lease.

Lease Payments: Lease Payments will be made annually in arrears for a requested Lease Term.

Pre-Payment

Premium: No call will be permitted during the Lease Term.

Availability: The line, subject to Lessor's review, will be available for one (1) year commencing on the date of this proposal subject to the terms and conditions as stated herein. The Master Lease Line may be extended for one (1) additional year with the mutual consent of both the Lessee and Lessor. Lessor reserves the right to adjust its indexing at the end of each calendar year in order to make certain that the return expectations used to prepare this term sheet remain valid.

Escrow Funding: Lessor anticipates funding the proceeds of future Schedules into segregated escrow accounts at City National Bank of Florida. The Equipment Acquisition Fund(s) will be used to pay equipment vendors/contractors and any escrow expenses. Lessor to review and approve escrow disbursements prior to disbursement.

**Bank or Non-Bank
Qualification:**

Lessee will designate its Bank or Non-Bank Qualified status at the time of award, stating that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar a given calendar year will or not exceed ten million dollars (\$10,000,000).

Reimbursement: If Lessee intends to be reimbursed for any equipment costs associated with this Agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced, and must qualify under Treasury Regulation Section 1.150.2.

Authorized Signors: Lessee's governing board shall provide Lessor with its resolution or ordinance authorizing this Agreement and shall designate the Individual(s) to execute all necessary documents used therein.

Legal Title: Title to the equipment will be in the name of the Lessee.

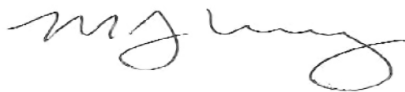
Legal Opinion: Lessee's counsel shall furnish Lessor with an opinion covering the Master Lease and the documents used herein. This opinion shall be in a form and substance satisfactory to Lessor.

Documentation:	Documentation will be furnished by Lessor and will be in a form and substance satisfactory to the parties. Lessee will also provide board resolutions, incumbency certificates and other documentation required by Lessor. Sample Master Lease attached.
Insurance:	Lessee shall furnish confirmation of all-risk physical damage insurance coverage for the full cost of the property plus one million dollars (\$1,000,000) combined single limit property damage and bodily injury insurance covering the property for each Schedule. In the event the Lessee maintains self-insurance, or alternative coverage, Lessor must approve the final insurance arrangements.
Assignment:	Lessor may sell, assign or encumber all or any part of its right title and interest in any or all Lease Schedules; however, in no event shall the Lessor assign this agreement as a public offer of participation. Lessee consents to a private placement transaction within the meaning of applicable federal securities laws. Lease Schedules may be offered and sold solely to one or more persons who are reasonably believed to be qualified institutional buyers or accredited investors.
Treatment:	The Lender intends to treat the Lease Schedules as privately placed loans versus a securities and each will therefore be issued as single obligations equal to the amount of the borrowing. The Schedules will not be assigned CUSIPs, registered with the DTC, feature certain transfer restrictions between bank affiliates or institutional buyers and cannot be marketed via an offering document.
Market Disruption:	Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this proposal letter, including but not limited to any governmental action (including changes to the tax-code) or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, Lender may modify the pricing and indexing as described herein.
Disclosure:	Lessor is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and does not provide financial or tax advice.
Proposal Expiration:	Lessee must notify Lessor that it is the apparent winner of the bid by February 13, 2018, otherwise this term sheet shall expire unless extended, in writing, by Lessor. If notification occurs by this date the Lessor will honor the quoted Indices for Schedules that fund prior to December 30, 2018. This Proposal and any subsequent approvals will automatically expire if a Lease Schedule is not closed by May 1, 2018.
Credit Due Diligence:	In order for Lender's credit administration group to expedite its review of this transaction, Lender will require the following Borrower information: • 3 most recent years of audited financial statements (received) • Most recent Interim financial statements • Most recent financial projections • Documentation referenced throughout the RFP and this Term Sheet Additional information may be requested during the underwriting process.

This term sheet is a summary regarding the financing transaction on the general terms and conditions outlined herein. This term sheet is not intended to and does not create any binding legal obligation on the part of either party. Credit, legal and investment approval have not yet been obtained for the amount or other aspects of the proposed financing, and after obtaining the same, any commitment will be subject to the negotiation, execution and delivery of final legal documentation acceptable to all parties and their counsel. Lessor may change the terms or cease future consideration of the financing at any time without liability to Lessee. In any event, the terms and conditions of this term sheet, shall be superseded by and shall no longer be effective upon the execution and delivery of final legal documentation with respect to this proposed transaction. This term sheet does not purport to summarize all of the terms and conditions upon which the Lease is to be based, which terms and conditions would be contained fully in final documentation, and indicates only the principal term and conditions under which the transaction will be considered

It is a pleasure to offer this financing proposal to the City. We hope that our genuine excitement regarding the opportunity shines through in our response. And as always, please don't hesitate to reach out with any questions.

Very truly yours,



Michael J. Horkey
Senior Vice President
City National Capital Finance, Inc.
michael.horkey@cncapitalfinance.com

Agreed to and Accepted by:
The City of Weslaco, Texas

Name of Authorized Signor

Title of Authorized Signor

Date of Term Sheet Execution



Standardized Agenda Request Form

Date of Meeting: February 6, 2018		Agenda Item No. (to be assigned by CSO): 2018-1499
From:		
Subject: Discussion and consideration to amend Republic Services agreement to allow for additional charges for overfilling of commercial trash dumpsters in the amount of \$37.50 per yard and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)		
Background: Since October of 2017, Republic Services has been adding an additional charge for "overfilled" dumpsters on commercial accounts. Some of the charges were not paid when Finance Department contended that this charge was not included in the agreement nor in the attached exhibit when the Republic Services contract was awarded in 2015. This amendment will allow Republic Services to be compensated for services "above and beyond" their contractual agreement, as per attached letter received from Rey Alegria dated January 19, 2018. A separate agenda item will allow the City to recover this extra charge from the commercial customers.		
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):		
Aida Vega Mike Perez		Created/Initiated Final Approval
City Manager Comments: Approved.		
Staff Recommendation: Recommend approval.		
Attachments, if any: Republic Service letter		
Responsibilities upon Approval:		



PO Drawer 1217 La Feria, TX 78559
o 956.423.7316 f 956.428.2045 republicservices.com

January 19, 2018

Dear Valued Customers



We at Republic Services, Inc. appreciate your business and value you as a customer. Our costs, including collection and disposal, are based upon amounts collected each week from the containers our customers utilize. Obviously, when containers are overfilled, services are being provided above and beyond what our customers are contracted for.

This letter is to inform our commercial customers with overfilled dumpster ('s) that effective February 1, 2018 there will be an additional charge for overages / overfilling the trash dumpster(s). The charge(s) will be \$ 37.50 per yard. This charge(s) will be added to your monthly bill. To avoid this extra charge, you may want to consider increasing service or acquiring a larger container.

Thank you for being a loyal and consistent customer to Republic Services over the years. If you have any questions or concerns please don't hesitate to contact Republic Services at (800)423-7316.

Thank you,

A handwritten signature in blue ink, appearing to read 'Rey Alegria'.

Rey Alegria
Municipal Services Manager
9402 W. Expressway 83
Harlingen, TX 78552
E r Alegria@republicservices.com
O 956-423-7316 Cell 956-454-6916
F 956-425-2045
Republic Services, Inc.



PO Drawer 1217 La Feria, TX 78559
o 956.423.7316 f 956.428.2045 republicservices.com

January 19, 2018

Dear Valued Customers



We at Republic Services, Inc. appreciate your business and value you as a customer. Our costs, including collection and disposal, are based upon amounts collected each week from the containers our customers utilize. Obviously, when containers are overfilled, services are being provided above and beyond what our customers are contracted for.

This letter is to inform our commercial customers with overfilled dumpster ('s) that effective February 1, 2018 there will be an additional charge for overages / overfilling the trash dumpster(s). The charge(s) will be \$ 37.50 per yard. This charge(s) will be added to your monthly bill. To avoid this extra charge, you may want to consider increasing service or acquiring a larger container.

Thank you for being a loyal and consistent customer to Republic Services over the years. If you have any questions or concerns please don't hesitate to contact Republic Services at (800)423-7316.

Thank you,

A handwritten signature in blue ink, appearing to read 'Rey Alegria'.

Rey Alegria
Municipal Services Manager
9402 W. Expressway 83
Harlingen, TX 78552
E r Alegria@republicservices.com
O 956-423-7316 Cell 956-454-6916
F 956-425-2045
Republic Services, Inc.

CITY OF WESLACO
Master Fee Schedule

Department	Current Fees	Proposed Fees
<i>PUBLIC UTILITIES:</i>		
Reconnection Fee	\$ 15.00	\$ 15.00
Meter Tested	1 free/year; \$10.00 each thereafter	1 free/year; \$10.00 each thereafter
Re-read	\$10.00 3rd request	\$10.00 3rd request
Profile	\$0.10 per page	\$0.10 per page
After Hours	\$ 10.00	\$ 10.00
Overfilled dumpsters	\$ -	\$37.50 per yard

ORDINANCE 2018-06

AN ORDINANCE AMENDING ORDINANCE 2013-07, THE MASTER FEE SCHEDULE, TO REVISE EXISTING FEES AND ESTABLISH NEW FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION 1. APPROVAL. Ordinance 2013-07 passed and approved on July 2, 2013 as “The Master Fee Schedule Ordinance” and Codified as Section 2-190 of The Weslaco Code of Ordinances is hereby amended so that after final reading it shall read as follows:

ARTICLE VI. MASTER FEE SCHEDULE

Section 2-190. Scheduled established.

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

SECTION 2. All other provisions of Ordinance 2013-07 shall remain in full force and effect.

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 6th day of February 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2018.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



January
2018 Tourism Marketing Report
Presented to City of Weslaco

November & December Advertising

- Nature Tourism:
 - ✓ South Texas Nature (marketing co-op) - \$2,200
- Texas Domestic:
 - ✓ Ongoing billboard advertising on I-2 / Expressway 83 (both directions) - \$4,600
- Convention / Trade Show
 - ✓ ICSC - \$50

Total: \$6,850

January Registered Visitors

Visitors	In-State	Out of State
	24	392

January Meetings & Events

26 events hosting 1,191 visitors

Notes:

- January was a very solid month for events. Highlighted by the UTRGV Beam-Signing Ceremony and the Chamber's Leadership Mid Valley Mixer.
- We had a great presence in front 8,755 Winter Texans at the annual Winter Texan Expo. We estimate 75% of those (6,566) stopped, visited our booth and received information.
- Winter Texan traffic in the visitor center remains strong. Visits for the Coffee Bar and viewing documentary films are most popular.
- We facilitated connecting local resources for a locally-filmed movie project. We offer gracious thanks to the Weslaco Police Department which assisted.



THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO

Whether you are launching, expanding or relocation a business, it makes sense to choose Weslaco – it is the Business Center of the Rio Grande Valley!

February 1, 2018

UTRGV CIC

On January 10th Weslaco celebrated with the ground breaking, signing a “beam” instead of shoveling dirt, with the EDA Jorge Ayala & Ron Garza, LRGVDC, the Mayor Suarez, Comm. Lopez, Comm. Tafolla, Comm. Rodriguez, Commissioner Fuentes from Hidalgo County Precinct 1, and Dr. Bailey and Dr. Kroll from the UTRGV, Sen. Eddie Lucio Jr. and Rep. Armando Martinez the EDC Board President Mr. Olivarez, Treasurer Mr. Charlton, Vice Chair Ms. Aguilar, Board Member Mr. Talbert at the head table. There were 150 attending the event to witness the speakers saying Weslaco was the Heart of the Valley with UTRGV making the decision to come to Weslaco.

Preparing the Permitting Process, like the Asbestos Survey & the 2nd exit to the facility
Gathering documents for EDA to give the Notice to Proceed
EDA is reviewing the documents

I want to thank the City of Weslaco for all the work prior to the event and all the Directors, Police and Fire showing up in full force.

Apartment Project

EDC is working on closing of the land. The City of Weslaco has hired TriGen Construction to build the apartments.

Subdividing 20 gross acres owned by the EDC at the Mid Valley Industrial Park

Working on the contractors to put in utilities and waiting for approval from the Irrigation District. When it is complete, we will have prospects move into the site.

Summary of Leads List

There are 4 projects almost closed – signing the contract within the next week.

There are 70 leads, and that translates into 1,148 jobs and \$51 million dollars’ worth of investment if they all land in Weslaco.

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