



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
MONDAY, JULY 3, 2023**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Special Meeting in the Legislative Chamber of City Hall, 255 South Kansas Ave. on Monday, July 3, 2023 at 5:30 PM for the purpose of discussing the following items:

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

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

I. CALL TO ORDER

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

II. PUBLIC COMMENTS

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

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

III. REPORTS

- A. Weslaco Chamber of Commerce & Visitor Center.
- B. Weslaco Economic Development Corporation.

IV. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and the Governing Body has been furnished with background and support material on each

item and will be acted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and voting on the Consent Agenda.

- A. Approval of the Minutes of the Regular Meeting on June 20, 2023.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2023-29 to rezone 804 S Kansas Ave. Also being Lot 3, Block 2, Hollywood Addition Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held June 20, 2023;staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval to solicit bids for the lease / purchase of a Rolloff Truck and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.) Attachment.
- D. Approval of a Memorandum of Understanding with South Texas ISD for the use of City Hall parking facilities for the purpose of transportation of students for the school year 2023-2024 and authorize the Mayor to execute any related documents. (Staffed by City Manager.) Attachment.

V. APPOINTMENTS

- A. Discussion and consideration on Resolution 2023-43 for appointment of a member to the Citizens Drainage Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.

VI. NEW BUSINESS

- A. Discussion and consideration to approve the Final Plat for Oak Park Subdivision being 10.48-acre out of farm tract 661, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 375' south of 6th St. on the west side of Westgate Dr and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- B. Discussion and consideration to approve the Interlocal Agreement between the County of Hidalgo and the City of Weslaco -- Rio Grande Valley Medical Reserve Corp and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment.
- C. Discussion and consideration to approve the purchase of storage shelves from several vendors: Gateway Southwest Solutions Storage Equipment Buy Board Contract #656-21 for \$56,408.72 (Proposal 23-1366LS-R2, 23-1068L-R2, 23-1410LS-R1), Mega Racks LLC for \$16,384.99, Home Depot (local vendor) for \$1,439.00, and

Nationwide Shelving GSA Contract #GS-25F-0084M for the amount of \$22,629.00 for a total amount of \$96,861.71 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.) Attachment.

- D. Discussion and consideration to authorize negotiations with KSA as the most advantageous firm for the Airport Master Planning Services (RFQ No.: 2022-23-19) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment.
- E. Discussion and consideration to approve solicitation of bids for pavement marking improvements on various streets throughout the city and authorize the Mayor to sign any related documents. Possible action. (Staffed by Engineering Department.) Attachment.

VII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Personnel - Discussion regarding the administrative investigation of the complaint filed by a firefighter as authorized by section §551.074 of the Texas Government Code.
- C. Personnel - Evaluation and interview of Municipal Judges and possible selection of Municipal Judges for the City of Weslaco as authorized by §551.074 of the Texas Government Code.

- D. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) FY October 1, 2022 – September 30, 2025 as authorized by section §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding lawsuit styled C-1678-22-A Christopher De Leon Aircraft Maintenance Professional vs. City of Weslaco and Andrew Muñoz, individually as authorized by section §551.071 of the Texas Government Code.
- F. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.
- G. Legal Consultation - Consultation with the City Attorney regarding real property legally described as Lots 1, 2, and 3, Block 4, James M. Black Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section 551.071 of the Texas Government Code.
- H. Legal Consultation - Consultation with City Attorney regarding the contract with Construct-Ability LLC as authorized by section §551.071 of the Texas Government Code.
- I. Real Property – Consultation with City Attorney on the purchase, exchange, lease or value of real property located on the Northeast corner of Interstate 2 and North Airport Drive intersection as authorized by §551.072 of the Texas Local Government Code.
- J. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at Pike and Vo-Tech as authorized by §551.072 of the Texas Local Government Code.
- K. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project American as authorized by section §551.087 of the Texas Local Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. ADJOURNMENT

I hereby certify this **Notice of a Special Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 30th day of June 2023 on or before 5:00 pm and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

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

Removed from Bulletin Board

Date:

Initials:

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

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

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

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



Standardized Agenda Request Form

Date of Meeting: July 3, 2023		Agenda Item No. (to be assigned by CSO): 2023-6686	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Timothy Aguiar, Open Door Baptist Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge and Mission updated 11.18.22			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: July 3, 2023	Agenda Item No. (to be assigned by CSO): 2023-6696	
From:		
Subject: Weslaco Chamber of Commerce & Visitor Center.		
Background: Monthly report.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA Martin Garza		Created
City Manager Comments: Report only.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: July 3, 2023		Agenda Item No. (to be assigned by CSO): 2023-6697	
From:			
Subject: Weslaco Economic Development Corporation.			
Background: Monthly report.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: July 3, 2023		Agenda Item No. (to be assigned by CSO): 2023-6691	
From:			
Subject: Approval of the Minutes of the Regular Meeting on June 20, 2023. (Staffed by City Secretary Department.) Attachment.			
Background: Record of Commission action of the regular commission meeting on June 20, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: 230620 minutes draft			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
June 20, 2023**

On Tuesday, June 20, 2023, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	JP Rodriguez
	Commissioner	Josh Pedraza
	Commissioner	Letty Lopez
ABSENT:	Commissioner	Greg Kerr
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Adrian Farias
STAFF PRESENT:	Martin Garza	City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez Jr.	City Attorney

Also present: Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Luz Galindo, HR Director, Antonio Lopez, Fire Chief, Joel Rivera, Police Chief, David Arce, Public Works Director, Albert Aldana, City Engineer, Omar Rodriguez, Parks & Recreation Director, Martin Vela, IT Director, Rosa Badillo, Court Coordinator, and other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, June 16, 2023.

B. Invocation.

Pastor David McCann, First Presbyterian Church led the invocation.

C. Pledge of Allegiance.

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

D. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting the absence of Commissioners Kerr, Gonzalez Jr. and Farias and a quorum was present.

E. Mayoral Recognition.

1) Elder Abuse Awareness Month.

Mayor Suarez proclaimed the month of June as “Elder Abuse Awareness Month”.

II. PUBLIC COMMENTS

Lisa Kay Adam voiced her concerns on stray animals, and it is a challenge; stated Best Friends Society partnered with Palm Valley Humane Center to help make a difference; voiced consider using a program known as TRAP that vaccinate, neuter, and return for cats; favored the city partner with Best Friends Animal Society to offer their support, help and advice to save more lives.

Juan Martin Jaramillo also voiced his concern on animal welfare; low cost spays and neuter clinics in Weslaco would be a great benefit for the community; appreciated animal control for what they do and thanked the commission; voiced the TRAP program has been successful in other states and be considered.

III. REPORTS

A. Animal Care Services.

Milva Orellana, Animal Control Officer, went over the monthly live release rates for May that increased from last month noting for cats the live release rate was 91%; thanked the Fire Chief, for adopting three cats and will adopt another three; new partners formed with Prominence Health Plan, Peter Piper Pizza, The Grooming Place, Veterinary Clinic (Vet onboard) and Dos Paw-Tronas; went over various adoption events held that resulted with 30 successful adoptions (dogs); reported educational outreach continues and on upcoming events that included a fund raiser, more adoption and a rabies clinic; shelter updates phase one for the project of a “doggy park/interaction area” had a finished fenced-in area with plans to add landscaping and doggy activities; highlighted on Ross a stray (dog) that had a turn of unfortunate event that required amputation of a leg and thanked the anonymous caller that sponsored the surgery for Ross and will begin to look for his fur ever home; happy to report Mr. Weenie (the pup that survived PARVO) found his fur ever home as well as Bear who had been with them for almost a year; thanked the staff, especially Alfonso and Rebekah, along with the community and the support from the commission because Weslaco is becoming the change for animal services; extended an invitation to the community and the commission on the fund raiser being held Thursday, June 22, 2023 at Peter Piper Pizza where 15% of proceeds will go back to the Weslaco animal shelter to help adopters and owners to spay and neuter their pets just mention Weslaco Animal Care appreciation day.

B. Inframark.

George Quilantan, Inframark, presented the water flows for May for the Water Treatment Plant was 5.03mgd a decrease due to the recent rains; North Wastewater Treatment Plant treated to date was 2.5mgd; South Wastewater Treatment Plant to date averaged 1.75mgd and both plants consistent with last years; work orders for all facilities for preventive maintenance opened 411 and closed 419; reported new pump received for Lift Station 6 and installation to follow; North Wastewater Plant received the RAS (return activated sludge pump) and look into installation; lift

station pump cleaning continues for various lift stations; lift station floats cleaning also continue as staff needs to be vigilant there is no obstruction because it will disrupt signals to the pumps.

IV. PUBLIC HEARING

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to open the public hearing at 6:01 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of George Garza to rezone 804 S Kansas Ave. Also being Lot 3, Block 2, Hollywood Addition Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District.

No comments.

B. To solicit input on behalf of Cortez Cantina to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit at 260 S. Texas Blvd. Suite 200, also being a 98'x90' Tract, Block 18, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.

No comments.

C. To solicit input on behalf of Tacos El Plebe LLC. Luis A Peña to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit at 2307 W Interstate 2 Suite A, also being Lot 4, Town Center Subdivision Lot 2-9, Weslaco, Hidalgo County, Texas.

No comments.

Commissioner Pedraza seconded by Commissioner Lopez moved to close the public hearing at 6:02 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

V. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and the Governing Body has been furnished with background and support material on each item and will be acted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and voting on the Consent Agenda.

A. Approval of the Minutes of the Regular Meeting on June 6, 2023 (Staffed by City Secretary Department.)

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

1) Ordinance 2023-23 to rezone 622 N Tio. Also being Lot 23, Block 8, El Texano Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district and authorize the Mayor to execute any related documents. (First reading held on May 16, 2023; staffed by Planning & Code Enforcement Department.)

C. Approval of the six-month extension for the Final Plat for Moonlight Subdivision—being 4.00 acres out of Farm Tract 175, West and Adams Tract Subdivision, Weslaco, Hidalgo

County, Texas located approximately 330' north of Mile 10N along the Westside of F.M. 88 and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

D. Approval of Resolution 2023-38 for the Tax Abatement Agreement of Glazer Beer and Beverage of Texas LLC and authorize the Mayor to execute any related documents. (Staffed by City Manager.)

E. Approval to apply to the FM Global Fire Prevention Grant Program for an amount not to exceed \$1,200 with no match required for the purchase of an arson prevention/fire investigation camcorder and related equipment and authorize the Mayor to execute any related documents. (Staffed by Fire Department and Grant Writer.)

F. Approval of Resolution 2023-39 regarding a grant application to the National Fitness Campaign Grant Committee and authorize the Mayor to execute any related document. (Staffed by Grant Writer/Parks and Recreation Department.)

G. Approval on the renewal of the Cooperation Agreement between Hidalgo County and City for continued participation in the FY2024-2026 Urban County Program and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

H. Approval on Resolution 2023-40 to enter into an agreement with TxDOT for a public event in the city limits of Weslaco requiring the closure of streets affecting state right-of-way on Texas Blvd/FM 88 between U.S. Business Highway 83 and Sixth Street from 2pm -11pm on the third (3) Thursday of the month from August 2023 to February 2024 for Alfresco Weslaco Music & Art. The event will run from 6 PM – 9:30 PM on the following dates: August 17, 2023, September 21, 2023, October 19, 2023; November 16, 2023; December 21, 2023; January 18, 2024; and February 15, 2024.; waiving fees and ordinances associated with the event; provision of support by City of Weslaco, Weslaco Parks and Recreation, Public Works, Building Maintenance, Police, Fire, and EMS Department and authorize the Mayor to execute any related documents. (Staffed by Engineering.)

I. Approval on the request by Weslaco Economic Development Corporation to approve Resolution 2023-41 to allow the sale of wine and beer by a TABC licensed vendor; allowing public consumption of alcohol on the street from U.S. Business Highway 83 to Sixth Street during Alfresco Weslaco Music & Art on the Street, on the following dates: August 17, 2023, September 21, 2023, October 19, 2023; November 16, 2023; December 21, 2023; January 18, 2024; and February 15, 2024.; waiving fees and ordinances associated with the event; provision of support by City of Weslaco, Weslaco Parks and Recreation, Public Works, Police, Fire, and EMS Department and authorize the Mayor to execute any related documents. (Staffed by Weslaco Economic Development Corporation of Weslaco.)

Commissioner Pedraza seconded by Commissioner Lopez moved to approve consent agenda as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record following is the ordinance caption.

ORDINANCE NO. 2023-23

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 622 N TIO. ALSO BEING LOT 23, BLOCK 8, EL TEXANO SUBDIVISION, WESLACO HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

VI. APPOINTMENTS

A. Discussion and consideration on Resolution 2023-42 appointing a member to the Planning and Zoning Commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

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

Norma A. Cantu, City Secretary, stated a re-appointment to the Planning and Zoning Commission was needed and introduced the nominee from Commissioner Pedraza to reappoint Randy Summers who has expressed interest to be re-appointed.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Resolution 2023-42 re-appointing Randy Summers to the Planning and Zoning Commission as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of George Garza on Ordinance 2023-29 to rezone 804 S Kansas Ave. Also being Lot 3, Block 2, Hollywood Addition Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-29. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated twenty property owners were notified and no objection received; property is vacant, and applicant has not submitted any plans or proposed use. The Planning and Zoning Commission and staff recommended approval based on the surrounding land use of apartments and duplex.

Mayor Pro Tem Rodriguez seconded by Commissioner Lopez moved to approve Ordinance 2023-29 to rezone 804 S Kansas Ave as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Cortez Cantina to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On-Premise Permit at 260 S. Texas Blvd. Suite 200, also being a 98'x90' Tract, Block 18, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twenty-two property owners were notified and no objection received; applicant proposed use will be an event center; location previously had a conditional use permit but has since changed ownership. The Planning & Zoning Commission and staff recommended approval of the conditional use permit.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On-Premise Permit at 260 S. Texas Blvd. Suite 200 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Tacos El Plebe LLC, Luis A Peña to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit at 2307 W Interstate 2 Suite A, also being Lot 4, Town Center Subdivision Lot 2-9, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated six property owners were notified and no objection received; the location was previously Cheers Bar and applicant proposed use will be a restaurant. The Planning & Zoning Commission and staff recommended approval of the conditional use permit.

Commissioner Lopez seconded by Mayor Pro Tem Rodriguez moved to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On-Premise Permit at 2307 W Interstate 2 Suite A as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve the Final Plat for Vittoria Subdivision being 42.18-acre out of Farm Tract 165 and 166, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located on the southeast corner of Midway and Interstate 2 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed eighty-five-lot subdivision that would have five commercial lots abutting frontage and Midway Road and remaining back lots (80) is for apartment/duplex use and would be a private subdivision; developer requested a variance to allow for a 10-foot rear setback for the back lots instead of the required 15 and stated previous commission action has approved a 10-foot rear setback for similar developments; noted there was a designated area for the cluster mailboxes and additional parking. The Planning and Zoning Commission recommended approval with variance. Staff recommended approval and compliance with the ordinance on the variance.

In response to Mayor Pro Tem Rodriguez, Rebekah stated the subdivision does comply with storm drainage and was approved by City Engineer and further stated a guard rail along Midway was requested for safety purposes and developer agreed.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve Final Plat for Vittoria Subdivision with variance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to approve the Final Plat for Cross Development Weslaco being 1.8554-acre out of Farm Tract 40, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located on the northeast corner of Interstate 2 and Paseo Del Norte and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a one-lot subdivision inside city limits and was the site of the new Caliber Collision; serviced with water and sewer by the city; developer requested a variance for off-site drainage and has provided letters of support from the drainage and irrigation districts. The Planning and Zoning Commission recommended approval with variance. Staff recommended approval and compliance with the ordinance on the variance.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve the Final Plat for Cross Development with variance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve the Final Plat for Lemon Blossom Estates being 1.303-acre out of Farm Tract 815, Block 139, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 1,300ft south of the intersection of S Bridge and Mile 5 1/2 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed two lot subdivision outside city limits and is a small family partition for single family residential use; will be serviced with water by the city and proposed sanitary sewer by on-site sewage facility (OSSF). The developer requested a variance to allow for OSSF as the nearest sanitary sewer line is located 1300ft north of the intersection of 18th and Mile 4 ½ West. The Planning and Zoning Commission recommended approval with variance. Staff recommended approval and compliance with the ordinance on the variance.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the Final Plat for Lemon Blossom Estates with variance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to approve the Final Plat for Ranchettes on 18th St. being 12.16-acres out of Farm Tract 706, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 500 ft West from the intersection of 18th St. and Pleasantview and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed eight lot subdivision inside city limits; use would be single family residential; serviced with water from the city and proposed sanitary sewer through OSSF. The developer requested a variance to allow for OSSF as the nearest sanitary sewer line is located 200ft to the west but would be too shallow to service this area. The Planning and Zoning Commission recommended approval with variance. Staff recommended approval.

Commissioner Lopez seconded by Mayor Pro Tem Rodriguez moved to approve the Final Plat for Ranchettes with variance as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to re-schedule or cancel the regular meeting of July 4, 2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Martin Garza, City Manager, recommended to re-schedule the July 4 meeting (holiday) to Tuesday, July 11 and stated this would have the city commission meeting back-to-back but staff would follow the wishes of the commission.

Discussion to consider dates of July 3 and July 5 took place as well as taking into consideration the Planning and Zoning action items. Rebekah de la Fuente stated the Planning and Zoning regular meeting is July 5 and those items for commission approval go to the second meeting of the commission.

Commissioner Lopez seconded by Commissioner Pedraza moved to re-schedule the regular meeting of Tuesday, July 4 to Monday, July 3, 2023 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to purchase lift station pumps and control panels from Zone Industries, Buyboard Vendor No. 672-22, in the amount not to exceed \$460,000 for the following liftstations, #2, #20, #21, #23 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Marcelo Cosme, Water/Wastewater Superintendent, stated monies for the purchase would be out of ARPA funds; stated the pumps would not be re-designed pumps would be new and Zone Industries is a vendor of Gorman-Rupp that is a sole manufacturer for the sale of pumps to municipalities. Staff recommended approval to purchase the lift station pumps and control panels.

Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to approve Zone Industries, Buyboard Vendor No. 672-22, in the amount not to exceed \$460,000 for lift stations, #2, #20, #21, #23 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to award wet well cover rehabilitation at the North Wastewater Treatment Plant, and water/sewer pipe bursting and pumps, to Southern Trenchless Solutions, LLC., Buyboard vendor contract #635-21, the combined cost not to exceed \$594,891, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Marcelo Cosme stated this award would be for two items; one was to rehabilitate the wet well cover and staff only able to obtain one quote because of the size of the wet well cover (40' x35') from Southern Trenchless Solutions in the amount of \$344, 941; three quotes obtained for pipe bursting work and the lowest was \$249,950 from Southern Trenchless Solutions. Staff recommended to award Southern Trenchless Solutions, LLC., Buyboard vendor contract #635-21, the combined cost not to exceed \$594,891 for the wet well rehabilitation and pipe bursting work.

Commissioner Lopez seconded by Mayor Pro Tem Rodriguez moved to approve Southern Trenchless Solutions, LLC., Buyboard vendor contract #635-21, the combined cost not to exceed \$594,891 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration to select consultants for Construction Materials Testing Rotation List and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana, City Engineer, stated six statements of qualifications were received, scored, and ranked; previous commission action approved staff solicit for construction materials testing services for projects. Staff recommended approval of the top three ranked which were B2Z Engineering, Intertek PSI and L&G that would be on a rotation list for a term of two years with an option to renew for an additional year.

Mayor Pro Tem Rodriguez seconded by Commissioner Lopez moved to approve B2Z Engineering, Intertek PSI and L&G for Construction Materials Testing as presented. The motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration on the selection of a consultant for the design of the proposed improvements to Lift Station 12 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering.)

Albert Aldana stated six statements of qualifications were received; respondents included Cruz-Hogan, Guzman-Muñoz, Halff Associates, Perez Consulting Engineers, SAMES Engineering, and SWG Engineers; scored and ranked by Andrew Muñoz, David Arce, Commissioner Farias, and himself. Staff recommended the highest ranked firm, Cruz Hogan Engineers, be awarded.

In response to Commissioner Pedraza, Albert Aldana stated Cruz-Hogan total score was 360 and SWG Engineers was 359 and when averaged Cruz Hogan got 90.0 and SWG Engineers 89.8 based on the evaluators scores. Commissioner Pedraza would favor SWG Engineers as they are familiar with Weslaco and easily accessible to staff since they are in Weslaco. Commissioner Lopez stated Cruz-Hogan also has an office in Weslaco.

Commissioner Lopez seconded by Mayor Pro Tem Rodriguez moved to approve Cruz-Hogan Engineers for the design of the proposed improvements to Lift Station 12 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to purchase Livescan hardware/software from HID Global for the amount of \$36,761.97 (GSA Contract GS-35F-0199R), of which \$34,000 will be reimbursed by DJ-Edward Byrne Memorial Justice Assistance Grant Program #4507801 with NO MATCH required and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Joel Rivera, Police Chief, stated the purchase is for a digital system for the finger printing process and would be able to do finger printing services to anyone needing finger printing services for passports and background investigations something that is not being done now. Staff recommended approval and any shortfall would come from the general fund.

Commissioner Rodriguez seconded by Commissioner Lopez moved to approve the purchase of Livescan hardware/software from HID Global for \$36,761.97 (GSA Contract GS-35F-0199R as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to purchase a white 2023 Chevy Tahoe SUV from Caldwell Country Chevrolet BuyBoard Contract #601-19 for the amount of \$45,415, which will be fully reimbursed through FY22 Operation Stonegarden Program #3173408 with NO MATCH required and NO RECURRING fees and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Joel Rivera stated the monies would come from Operation Stonegarden and was only for the vehicle; staff will bring back for approval for the purchase of equipment. Staff recommended approval.

Commissioner Lopez seconded by Mayor Pro Tem Rodriguez moved to approve the purchase of a white 2023 Chevy Tahoe SUV from Caldwell Country Chevrolet BuyBoard Contract #601-19 for \$45,415 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration on the Interlocal Agreement between the City of Weslaco and the City of Mercedes to provide the terms and conditions for the use, maintenance, and operation of Tyler Technologies New World Records Management System (RMS) and New World Mobile and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Joel Rivera stated in 2018 the city received a grant for a new records management system that provides a mechanism for creation and disposition of police department records that includes dispatching, report writing, supplementing reports by investigators. The interlocal allows Mercedes to use our system and would pay an annual maintenance fee based on their staffing. Staff recommended approval as this will help reduce the annual cost maintenance to the department for the system.

Commissioner Lopez seconded by Mayor Pro Tem Rodriguez moved to approve the Interlocal Agreement between the City of Weslaco and the City of Mercedes to provide the terms and conditions for the use, maintenance, and operation of Tyler Technologies New World Records Management System (RMS) and New World Mobile as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VIII. EXECUTIVE SESSION

At 6:37 p.m. Commissioner Pedraza seconded by Mayor Pro Tem Rodriguez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:01p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Personnel - Discussion regarding the administrative investigation of the complaint filed by a firefighter as authorized by section §551.074 of the Texas Government Code.

No action.

C. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) FY October 1, 2022 – September 30, 2025 as authorized by section §551.071 of the Texas Government Code.

D. Legal Consultation - Consultation with City Attorney regarding lawsuit styled C-1678-22-A Christopher De Leon Aircraft Maintenance Professional vs. City of Weslaco and Andrew Muñoz, individually as authorized by section §551.071 of the Texas Government Code.

No action.

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

Commissioner Pedraza seconded by Commissioner Lopez moved to authorize The Garcia Law Firm to proceed with mediation as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

F. Legal Consultation - Consultation with City Attorney regarding Economic Development Corporation of Weslaco versus Sunil Wadhwani, Nolana Self-Storage LLC, Harjinder Singh, Gerardo Tafolla, Ricardo Quintanilla and Leo Lopez Cause No. C-0295-20-L as authorized by section §551.071 of the Texas Government Code.

No action.

G. Legal Consultation - Consultation with the City Attorney regarding real property legally described as Lots 1, 2, and 3, Block 4, James M. Black Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section 551.071 of the Texas Government Code.

Commissioner Lopez seconded by Commissioner Pedraza moved to authorize staff to purchase real property legally described as Lots 1, 2, and 3, Block 4, James M. Black Subdivision as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

H. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at Pike and Vo-Tech as authorized by §551.072 of the Texas Local Government Code.

No action.

I. Real Property – Consultation with City Attorney on the purchase, exchange, lease or value of real property located on the Northeast corner of Interstate 2 and North Airport Drive intersection as authorized by §551.072 of the Texas Local Government Code.

No action.

X. ADJOURNMENT

Commissioner Pedraza seconded by Commissioner Lopez moved to adjourn the meeting of June 20, 2023, at 8:02 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



Standardized Agenda Request Form

Date of Meeting: July 3, 2023		Agenda Item No. (to be assigned by CSO): 2023-6676	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-29 to rezone 804 S Kansas Ave. Also being Lot 3, Block 2, Hollywood Addition Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held June 20, 2023;staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on May 26, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on May 24, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of June 7, 2023.			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone-804 S Kansas - Memo, 804 S Kansas -Application, Notice, Radius map, 804 s kansas- Aerial, O2023-29 rezone 804 S Kansas			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 804 S Kansas

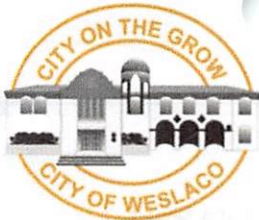
DATE: June 14, 2023

The proposed property is currently vacant. The owner has not submitted any plans or proposals at this time. There is existing apartment and duplex districts along the north, east and west sides of the property. Staff has not received any petitions for or against the rezone request.

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

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

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

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

FILE NO. RZNE-000430-2023

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 3 Block 2

Subdivision Name Hollywood Addition

Street Address 804 S. KANSAS AVE.

Existing Zoning R-1 ONE Family Dwelling Existing Land Use EMPTY LOT

Proposed Zoning R-2 Multi Family Dwelling Proposed Land Use Multi Family Living

_____ \$305.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

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

APPLICANT

Name GEORGE GARZA Phone 956-655-3221

Address 413 E. 18th ST. APT. 5 Fax: _____

City WESLACO State TX. Zip Code 78596 E-Mail: ggarza07@yahoo.com

OWNER

Name ERASMO & ORALIA ALVAREZ Phone 956-345-5917

Address 807 S. KANSAS AVE. Fax: _____

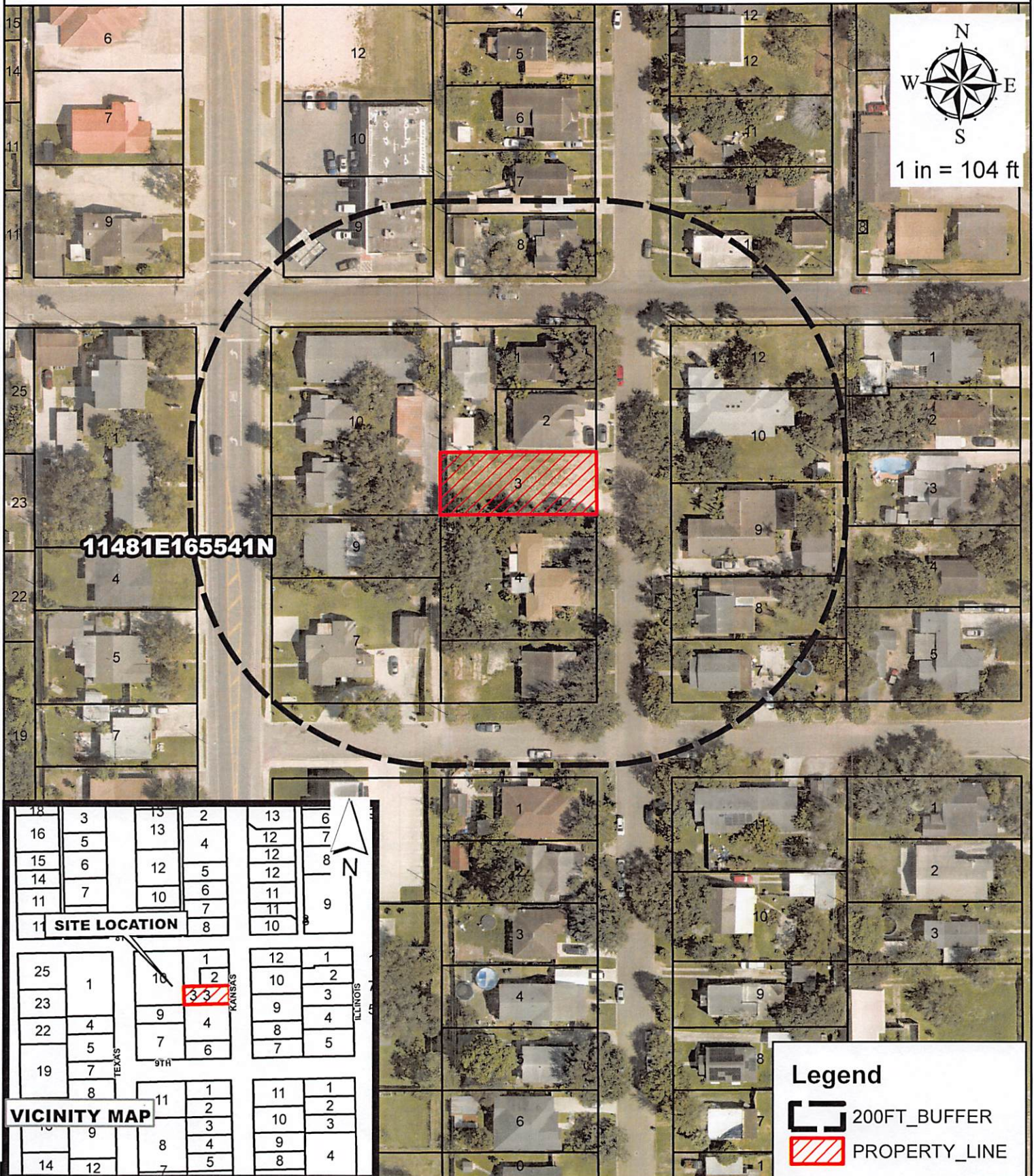
City WESLACO State TX. Zip Code 78596 E-Mail: NEIGHBORSL@aol.com

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

Signature Erasmio Alvarez Oralia Alvarez Date 4-11-2023
Owner

Signature George Garza Date 4/12/23
Applicant

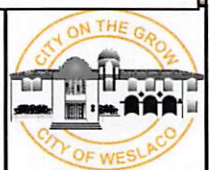
Signature _____ Date _____
Authorized Agent



GEORGE GARZA
804 S. KANSAS AVE.
HOLLYWOOD ADD.
LOT 3 BLK 2

Purpose for the Rezone Request

Existing zoning: R-1
 Existing land use: Vacant Land
 Prop Zone: R-2

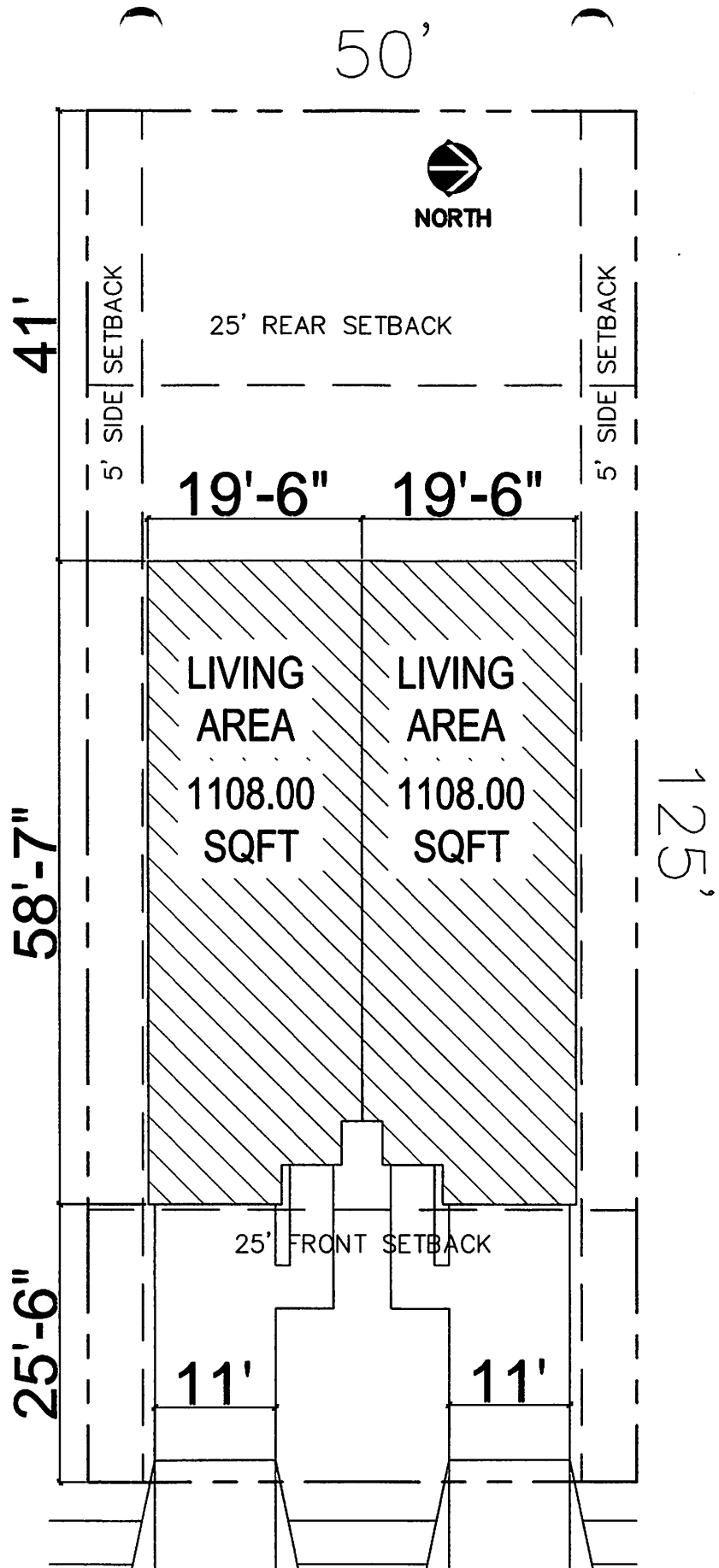


MAY 11, 2023

HERNANDEZ SILVERIO & VALENTINA 811 S KANSAS AVE WESLACO TX 78596	H4200-00-001-0007-00 HOLLYWOOD ADDN BLK 1 LT 7 811 S KANSAS AVE	L: 23450 B: 34848
ZAMARRON OSCAR S 809 S KANSAS AVE WESLACO TX 78596	H4200-00-001-0008-00 HOLLYWOOD ADDN BLK 1 LT 8 809 S KANSAS AVE	L: 23450 B: 56379
ALVAREZ ERASMO & ORALIA G 807 S KANSAS AVE WESLACO TX 78596	H4200-00-001-0009-00 HOLLYWOOD ADDN LOT 9 & S 1/2- LOT 10 807 S KANSAS AVE	L: 35175 B: 99675
CANTU SUSANA L 803 S KANSAS AVE WESLACO TX 78596	H4200-00-001-0010-00 HOLLYWOOD ADDN BLK 1 LTS N 1/2-10 803 S KANSAS AVE	L: 35175 B: 128614
VERGAB LTD 3201 LAZY LAKE DR HARLINGEN TX 78550	H4200-00-001-0012-00 HOLLYWOOD ADDN BLK 1 LT 12 801 S KANSAS AVE	L: 23450 B: 0
GARZA VICTOR R & ELVA O 850 S IOWA AVE WESLACO TX 78596	H4200-00-002-0001-00 HOLLYWOOD ADDN BLK 2 LTS 1 W 45'-2 124 E 8TH ST	L: 28476 B: 70506
CORTEZ SAN JUANITA OLIVAREZ RAQUEL ETAL 802 S KANSAS AVE WESLACO TX 78596	H4200-00-002-0002-00 HOLLYWOOD ADDN E 80' LOT 2 BLK 2 802 S KANSAS AVE	L: 13400 B: 100145
ALVAREZ ERASMO & ORALIA G 807 S KANSAS AVE WESLACO TX 78596	H4200-00-002-0003-00 HOLLYWOOD ADDN BLK 2 LT 3 804 S KANSAS AVE	L: 20938 B: 0
BOTE MARY E BURGUESS 808 S KANSAS AVE WESLACO TX 78596	H4200-00-002-0004-00 HOLLYWOOD ADDN BLK 2 LTS 4-5 808 S KANSAS AVE	L: 41876 B: 59973
ANZALDUA ESTELA 1800 KEY BISCAYNE WESLACO TX 78596	H4200-00-002-0006-00 HOLLYWOOD ADDN BLK 2 LT 6 810 S KANSAS AVE	L: 20938 B: 34998
CUELLAR LEO & MARICRUZ 812 S LOUISIANA AVE WESLACO TX 78596	H4200-00-002-0007-00 HOLLYWOOD ADDN BLK 2 LOT 7-8 823 S TEXAS BLVD	L: 81000 B: 46589
VILLARREAL RAYMOND ANTHONY & JADE ROSE VILLARREAL-NELSON PO BOX 1413 WESLACO TX 78599	H4200-00-002-0009-00 HOLLYWOOD ADDN LOT 9 BLK 2 811 S TEXAS BLVD	L: 44550 B: 57493

MAY 11, 2023

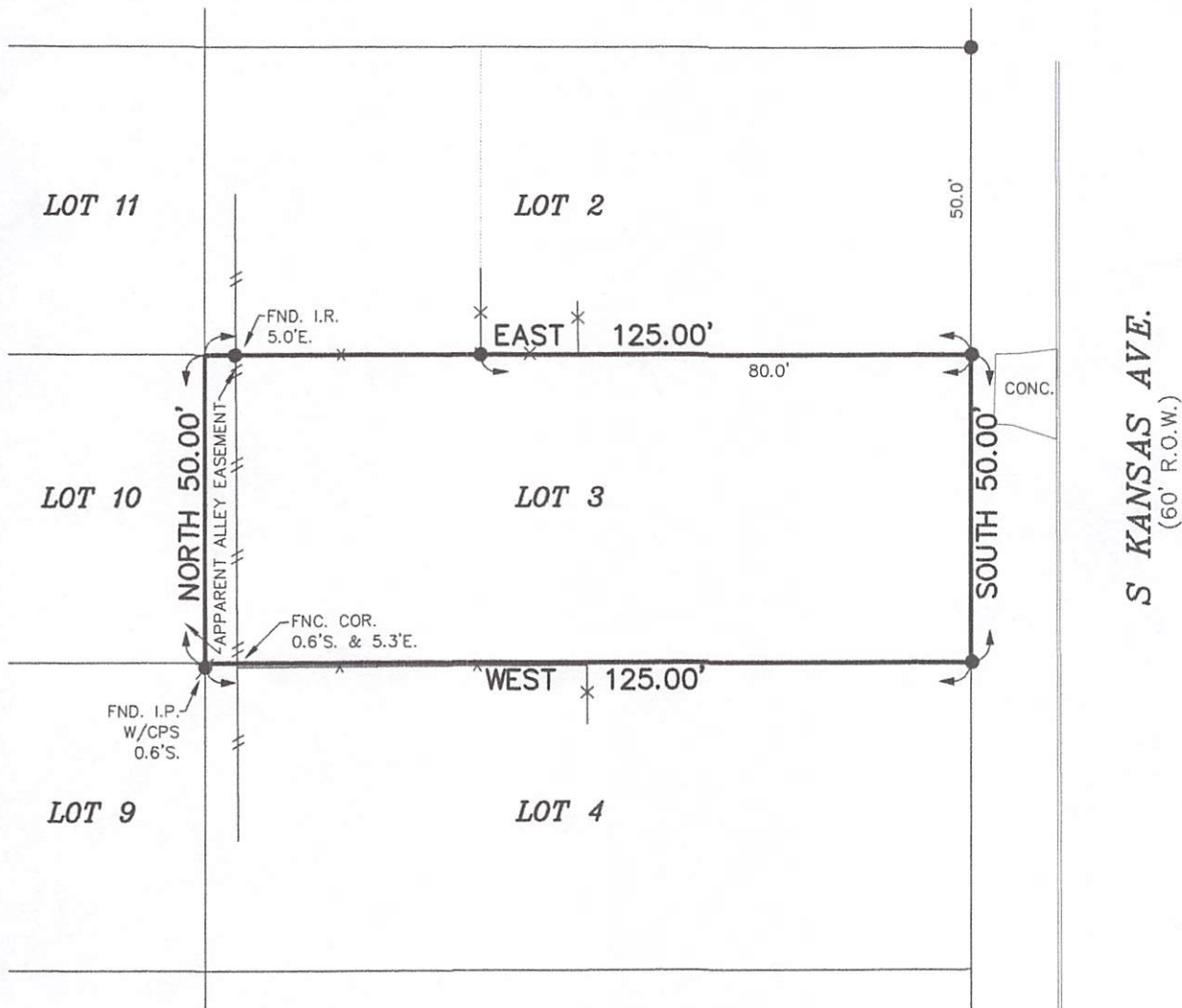
CJL REAL ESTATE LLC 415 S AIRPORT DR STE A WESLACO TX 78596	H4200-00-002-0010-00 HOLLYWOOD ADDN LOTS 10-12 BLK 2 805 S TEXAS BLVD	L: 101250 B: 153034
CJL REAL ESTATE LLC 415 S AIRPORT DR STE A WESLACO TX 78596	O5100-00-001-0001-00 ORANGE GROVE ADDITION LOTS 1 2 3 & 1 800 S TEXAS BLVD	L: 113750 B: 209250
GE RENTALS 808 TEXAS BOULEVARD 901 S TEXAS BLVD WESLACO TX 78596	O5100-00-001-0004-00 ORANGE GROVE ADDITION S37 1/2 LOT 4 LK 1 808 S TEXAS BLVD	L: 28844 B: 74089
HINOJOSA GREGORIO & ESTELA 720 S KANSAS AVE WESLACO TX 78596	W2300-00-058-0007-00 WESLACO ORIGINAL TOWNSITE LOT 7 720 S KANSAS AVE	L: 21300 B: 30833
MARTINEZ CANDELARIO JR & 722 S KANSAS AVE WESLACO TX 78596	W2300-00-058-0008-00 WESLACO ORIGINAL TOWNSITE LOT 8 722 S KANSAS AVE	L: 21300 B: 43702
7-ELEVEN INC ATTN: AD VALOREN INC 7-ELEVEN PO BOX 711 DALLAS TX 75221	W2300-00-058-0009-00 WESLACO ORIGINAL TOWNSITE LOT 9 & 58 725 S TEXAS BLVD	L: 57600 B: 94241
GARAY PAULO H ANTONIO & MARIA P HERNANDEZ 2401 KENSINGTON BLVD FORT WAYNE IN 46805	W2300-00-059-0010-00 WESLACO ORIGINAL TOWNSITE W130' 11 BLK 59 & ALL LOT 4 BLK 59A CANAL 719 S KANSAS AVE	L: 23075 B: 47991
RESENDEZ RAMIRO ALBERTO 2902 SOLERA DR MISSION TX 78572	W2300-00-059-0011-00 WESLACO ORIGINAL TOWNSITE N30'-S40' & ALL LOT 5 BLK 59A CANAL PROPERTY 717 S KANSAS AVE	L: 13845 B: 61975



804 S. KANSAS AVE.
WESLACO TX. 78596

LEGEND

- Found iron pipe w/cotton picker spindle
- Found 1/2" iron rod
- Wood fence line
- * Chain link fence line



SURVEY PLAT OF
LOT 3, BLOCK 2, HOLLYWOOD SUBDIVISION,
AN ADDITION TO THE CITY OF WESLACO,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN VOLUME 3, PAGE 2, H.C.M.R.

PROPERTY ADDRESS: 804 S KANSAS AVE.
WESLACO, TEXAS 78596

PREPARED FOR: ERASMO ALVAREZ

I, REYNALDO ROBLES, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE ENCROACHMENTS, NOR VISIBLE AND APPARENT EASEMENTS AT THE TIME OF SURVEY EXCEPT AS SHOWN AND BY GRAPHIC PLOTTING ONLY THIS PROPERTY LIES IN FLOOD ZONE "C" (AREAS OF MINIMAL FLOODING) OF FIRM COMMUNITY PANEL NO. 480349 0005 B, DATED MARCH 4, 1980.

Reynaldo Robles

REYNALDO ROBLES, R.P.L.S. #4032

RA

**ROBLES &
ASSOCIATES, PLLC**

PROFESSIONAL LAND SURVEYORS

P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS 78596

PHONE (956) 968-2422
FAX (956) 969-2011
FIRM No. 10096700

SURVEYED: 3-16-23

DRAWN BY: JR/3-21-23

SCALE: 1"=30'

JOB No. 21436

TITLE
COMMITMENT No.

REVISED:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL
EMBOSSSED SEAL OF SURVEYOR OF RECORD.

© COPYRIGHT 2023

Rezone Request

R-1 to R-2

Legend

 804 S Kansas

804 S Kansas Ave

Google Earth

400 ft



ORDINANCE NO. 2023-29

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 804 S KANSAS AVE. ALSO BEING LOT 3, BLOCK 2, HOLLYWOOD ADDITION SUBDIVISION, WESLACO HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-family dwelling district to R-2 Duplex and Apartment District located at 804 S Kansas Ave. Also being Lot 3, Block 2, Hollywood Addition Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 20th day of June 2023.

PASSED AND APPROVED on second reading at a special meeting of the City Commission this 3rd day of July, 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: July 3, 2023		Agenda Item No. (to be assigned by CSO): 2023-6695	
From: David Arce			
Subject: Approval to solicit bids for the lease / purchase of a Rolloff Truck and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)			
Background: Order a truck to be able to pick up recycling and brush bins.			
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 David Arce Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2023 Solicit Roll Off Truck			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: July 3, 2023
To: City Commission
From: David Arce, Public Works Director
Subject: SOLICIT BIDS FOR ROLL OFF TRUCK
Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Public Works Department is requesting approval to solicit bids for a roll off truck to be used for moving containers for recycling material, brush ash, and commercial /contractor business.

Item will be estimated at \$225,000.

Staff recommends approval.



Standardized Agenda Request Form

Date of Meeting: July 3, 2023		Agenda Item No. (to be assigned by CSO): 2023-6719	
From:			
Subject: Approval of a Memorandum of Understanding with South Texas ISD for the use of City Hall parking facilities for the purpose of transportation of students for the school year 2023-2024 and authorize the Mayor to execute any related documents. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: South Texas ISD MOU			
Responsibilities upon Approval: Execute, retain and notify the requestor.			



Always Innovating

**South
Texas ISD**

RIO GRANDE VALLEY | GRADES 6-12

100 MED HIGH DR., MERCEDES, TX 78570

P: 956.565.2454

STISD.NET

Memorandum of Understanding (MOU)

This memorandum of understanding (herein referred to as "MOU") made on this the 3rd day of July 2023 will serve as an agreement between City of Weslaco, Weslaco City Hall Parking Lot and the South Texas Independent School District, herein referred to as "South Texas ISD" regarding South Texas ISD's use of the parking lot facilities located at 255 South Kansas Ave Weslaco TX 78596

1. Background

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

2. Purpose

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

3. Scope

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

This agreement shall be in effect from September 1, 2023 to August 31, 2024. Both parties, if so desired, may review and execute an additional annual MOU describing the terms and conditions. If both parties are unable to execute an agreement, then South Texas ISD must cease using facilities until an agreement can be executed.

4. Duties

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

(b) South Texas ISD agrees that it will assume all responsibility of their vehicles and shall not hold City of Weslaco, Weslaco City Hall Parking Lot, its employee, officials, or its affiliates liable for any and all damages.

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

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

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

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

5. Contact Person

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

Norma A. Cantu, City Secretary 956-968-3181 nacantu@weslacotx.gov

6. Notice

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

7. Liability

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

8. Termination

This agreement may be terminated at any time in writing by mutual agreement of the parties or terminated by either party with Ninety (90) days' notice, in writing, to the other party.

9. Breach of Obligation

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

10. Authority

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

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

Location:

City of Weslaco, Weslaco City Hall Parking Lot

255 South Kansas Ave

Weslaco TX 78596

Name, Title

Signature

Date

South Texas Independent School District

By: _____

Marco Antonio Lara, Jr., Ed.D.

Superintendent of Schools

ATTACHMENT A:
2023-2024 Schedule

Location: City of Weslaco, Weslaco City Hall Parking Lot

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

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

ATTACHMENT B

City of Weslaco
Weslaco City Hall Parking Lot





Standardized Agenda Request Form

Date of Meeting: July 3, 2023		Agenda Item No. (to be assigned by CSO): 2023-6700	
From:			
Subject: Discussion and consideration on Resolution 2023-43 for appointment of a member to the Citizens Drainage Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Albert Aldana Martin Garza		Created	
City Manager Comments: Approve nominee as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: R2023-43 board appt. Drainage Advisory Board, Board App - Colton Reed Gammill			
Responsibilities upon Approval:			

RESOLUTION NO. 2023-43

A RESOLUTION OF THE CITY OF WESLACO, TEXAS APPOINTING
A MEMBER TO THE CITIZENS DRAINAGE ADVISORY BOARD

WHEREAS, the City Commission passed and approved Ordinance 2019-23 an ordinance amending Part II-Code of Ordinances, Chapter 2 Administration by providing a new article; establishing Article XI. Drainage; creating Section 2-280 through Section 2-284; creating a Citizens Drainage Advisory Board;

WHEREAS, Section 2-282 states the terms of members shall be for no more than two (2) three (3) year staggered terms for a total of no more than six (6) years.

WHEREAS, Members of the board shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS that the following individual is appointed to serve on the Citizens Drainage Advisory Board.

PASSED AND APPROVED on this 3rd day of July 2023.

NAME

TERM ENDING

07/03/2026

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, and cellular numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

*Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.*

☒ I **DO/DO NOT** elect public access to my: (please indicate items you would like available, if any)

(Please strike through any information that you do not wish to be made accessible to the public)

~~home address~~

~~home telephone number~~

☒ personal email address

~~cell or pager numbers not paid for by the City~~

~~emergency contact information~~

~~information that reveals whether I have family members.~~

Colton Cammill
Applicant's Signature

Date

2/18/22

COLTON CAMMILL
Applicant's Printed Name



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: Cotton Reed Gammill DATE: 7/15/22

HOME ADDRESS: [REDACTED]
☒ Inside City Limits ☐ Outside City Limits

MAILING ADDRESS: [REDACTED]

TELEPHONE: (Residence) [REDACTED] (Cell) [REDACTED]

E-MAIL ADDRESS: cgammill89@gmail.com

OCCUPATION: (If retired, indicate former occupation or profession.)

OPERATIONS MANAGER

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD	_____	MAYOR JOE V. SANCHEZ PUBLIC LIBRARY	_____
ANIMAL SHELTER ADVISORY BOARD	_____	PLANNING & ZONING COMMISSION	_____
BOARD OF ADJUSTMENTS: BUILDING	_____	PUBLIC FACILITIES & TRANSPORTATION	_____
BOARD OF ADJUSTMENTS - ZONING	_____	NAMING COMMITTEE	_____
CITIZENS DRAINAGE ADVISORY BOARD	_____	TOWER OF HONOR	_____
CIVIL SERVICE BOARD	_____	WESLACO AIRPORT COMMITTEE	_____
ECONOMIC DEVELOPMENT CORPORATION	_____		
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE	_____		
WESLACO RECYCLING TASK FORCE COMMITTEE	☒		
PARKS & RECREATION ADVISORY BOARD	_____		

RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ☐ YES ☐ NO



Standardized Agenda Request Form

Date of Meeting: July 3, 2023		Agenda Item No. (to be assigned by CSO): 2023-6701	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Final Plat for Oak Park Subdivision being 10.48-acre out of farm tract 661, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 375' south of 6 th St. on the west side of Westgate Dr and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed twelve (12) lot subdivision is located inside the City of Weslaco. This subdivision is being serviced with water by City of Weslaco through an 8" waterline and sewer by City of Weslaco through an 8" sewer line. The property is within a Flood Zone "X". Applicant is requesting a variance for off-site drainage.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat request at their regular meeting of June 7, 2023.			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of Final Plat and compliance with the ordinance on the variance.			
Attachments, if any: Oak Park - Memo, Oak park- Application , Drainage Report, Legal Doc, Oak Park - Aerial, Oak Park- Plats			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

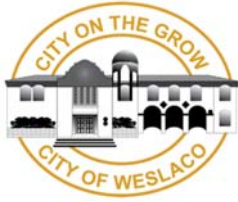
RE: Oak Park- Final Plat

DATE: June 26, 2023

The proposed use for the 12-lot subdivision is for single family type use and is located inside the city limits of Weslaco. The developer has requested one variance at this time. The subdivision will be provided with water and sanitary sewer by the City of Weslaco. The developer has requested a variance to allow for off-site drainage and has obtained their letters of support. The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM



SUBDIVISION PLATTING APPLICATION

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

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

FILE NO. _____

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

STAFF USE ONLY

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

GENERAL INFORMATION

Name of Subdivision: Oak Park Subdivision

Location: Westgate Drive south of W. 6th Street

Legal Description: 10.48 acres of land out of Farm Tract 661, West Tract Subdivision

Is subdivision inside city limits? ☒ YES ☐ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R-1

Existing Land Use: open land Proposed Land Use: Residential

Number of Lots Proposed: 12 Gross Acreage: 10.48

Title Report Submitted: ☐ YES ☐ NO

OWNER INFORMATION

Owner's Name: Llano Grande Westgate, LTD Telephone: _____

Address: 1114 A South Westgate Drive Fax: _____

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

ENGINEER INFORMATION

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

Address: 107 W Huisache St Fax: _____

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

UTILITY PROVISIONS

Will proposed subdivision connect to:

- ☒ YES ☐ NO Water Provision: City of Weslaco
- ☒ YES ☐ NO Wastewater Provision: City of Weslaco
- ☒ YES ☐ NO Electric Company: AEP

☐ YES ☐ NO Phone Utility_____	☐ YES ☐ NO Gas Utility_____	☐ YES ☐ NO Cable Utility_____
---	---	---

Proposed subdivision is in the following districts:

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

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

- _____ **Two (2)** sets of plats **folded and stapled** (24 x 36) and forward a copy in PDF format to rdelafuente@weslacotx.gov
- _____ **\$355.00** Planning Review fee
- _____ One 11" X 17" reduced copy of plat
- _____ Plat Layout
 - _____ Existing & Proposed Easements
 - _____ Existing & Proposed ROW
 - _____ Existing & Proposed Drainage Easements
 - _____ Contours
 - _____ Flood Zones
 - _____ Adjoiners
 - _____ Existing street names
- _____ Drainage plans and calculations with engineer's seal
 - _____ Elevations
 - _____ Flood directional arrows
 - _____ Detention areas
 - _____ Street names
- _____ Proof of ownership of the property
- _____ If septic tank system required, submit soil evaluation report
- _____ Water Rights associated with the property
- _____ Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

- _____ **Twelve (12)** sets of preliminary plat **folded and stapled** (24 x 36) and forward a copy in PDF format to rdelafuente@weslacotx.gov
- _____ **\$355.00** (one time fee for preliminary and final plat)
- _____ One 11" X 17" reduced copy of plat
- _____ Plat Layout
 - _____ Existing & Proposed Easements
 - _____ Existing & Proposed ROW
 - _____ Existing & Proposed Drainage Easements
 - _____ Contours

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

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

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

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

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

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

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

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

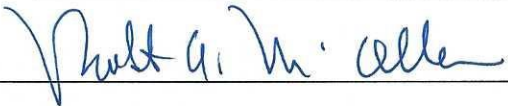
**** Any revisions requested would require resubmission of plats and reduced copy reflecting changes.**

AUTHORIZATION AND ACKNOWLEDGEMENTS

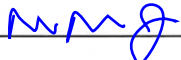
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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

Owner Printed Name: Llano Grande Westgate Ltd. by: Robert A. McAllen

Owner Signature:  Date: March 24, 2023

Rey Robles Jr. is the authorized agent

Authorized Agent Signature:  Date: 3-24-23

Authorized Agent Printed Name: Rey Robles Jr.

THIS PAGE FOR STAFF USE ONLY

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

P & Z Commission Approval on Preliminary Plat: _____

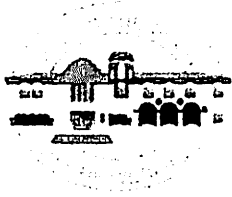
P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____



APPLICATION FOR SUBDIVISION VARIANCE

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: Oak Park Subdivision

Location: Westgate Drive south of W 6th Street

Legal Description: 10.48 acres of land out of Farm Tract 661, West Tract Subdivision, Hidalgo County, Texas

VARIANCE TYPE:

☐ Streetlights ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Fire Hydrants ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Drainage ☒ YES ☐ NO

Describe in detail the reason for the variance request:

request is to accommodate the required detention volume by excavating the adjacent drainage ditch on the north side of the site

☐ Minimum Lot Size ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Other _____ ☐ YES ☒ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: Llano Grande Westgate, LTD Telephone: 956-968-9288

Address: 1114A South Westgate Drive Fax: _____

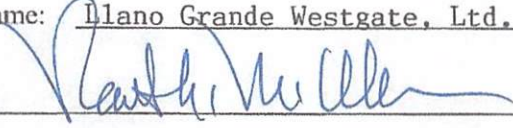
City: Weslaco State: Texas Zip: 78596 E-mail: _____

AUTHORIZATION AND ACKNOWLEDGEMENTS

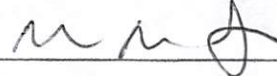
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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

Owner Printed Name: Llano Grande Westgate, Ltd. by: Robert A. McAllen

Owner Signature:  Date: March 23, 2023

Rey Robles, Jr. is the authorized agent

Authorized Agent Signature:  Date: 3-23-23

Authorized Agent Printed Name: Rey Robles Jr.

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

May 09, 2023

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

**Re: Oak Park Subdivision
Off-Site Detention**

Dear Mr. Robles:

This is to advise you that the City of Weslaco is in concurrence with the use of off-site detention for the subject development. The city approves of the proposed linear detention along the existing ditch channel within the newly dedicated 75 ft. of Drainage Right-of-Way to accommodate your subdivision stormwater runoff detention requirements.

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

Sincerely,

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

Albert J. Aldana, P.E.
City Engineer



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Raul E. Sesin, PE, CFM

District General Manager

Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RICHARD F. CORTEZ
Chairman of the Board

EVERARDO "EVER" VILLARREAL
Board Member

ELLIE TORRES
Board Member

June 21, 2023

Rebekah De La Fuente
Planning & Code Enforcement Director
255 S. Kansas Ave.
Weslaco, Texas 78596

RE: R Robles Engineering, LLC – Oak Park Subdivision

This letter is in response to a request from the Engineer of record for Oak Park Subdivision, Rey Robles, PE. HCDD1 has received and approved the drainage statement for the above-mentioned development located in the City of Weslaco and has no objections to the Engineer's plan to discharge water as identified in the approved drainage report.

If you should have any questions or require additional information, please feel free to give me a call at (956) 292-7080.

Sincerely,
Hidalgo County Drainage District No. 1

Yvette Barrera, PE, CFM
Assistant General Manager

CC: Raul E. Sesin, PE, CFM – District General Manager, HCDD1
Omar Anzaldúa, PE, CFM – Assistant General Manager, HCDD1
Isaac Gonzalez, EIT
Alexis Lozano, EIT
Gilberto Aguirre, EIT
Esther Mireles

Hidalgo and Cameron Counties Irrigation District No. 9

General Office

(956) 565-2411
(956) 565-0521 Fax

E-Mail
hccid9@hotmail.com



Randy Winston
General Manager

Debra Pena
Tax Assessor-Collector

P O Box 237 Mercedes, Texas 78570

Date: 03/17/2023

Rey Robles Jr.
Robles & Associates LLC
107 Huisache St
Weslaco Tx, 78596

RE: **Oak Park** Subd. Drainage and Detention

Good Morning Mr. Robles:

I have received your revised cross section and calculations dated 03/15/2023 for the **Oak Park** Subdivision modified to include the 50 year detention volume in the proposed drain ditch as shown on your provided cross sections.

HCCID #9 does not object to storing the mandated 50 year detention with the proposed ditch as shown on the cross sections. This Subdivision will require the following:

1. The Proposed Ditch widening, and Detention Area will require outlet controls going into existing ditch
2. Discharge Permit will be required.
3. Additional Canal ROW will need to be dedicated.

The maintenance of this section is within the City Limits of Weslaco and will be done by their personnel. Please verify final designs with Mr. Albert Aldana, P.E., City Engineer with the City of Weslaco.

Randall Winston
General Manager

HCCID #9
Mercedes, Texas
956-565-2411



ROBLES
ENGINEERING, LLC

FIRM NO. F-17391

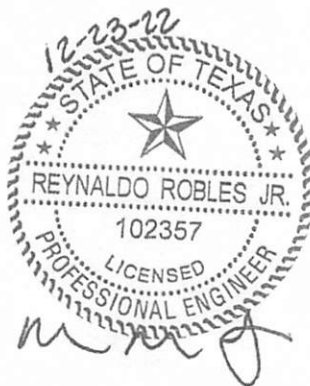
Office: (956) 968-2422
Fax: (956) 969-2011
PO Box 476
Weslaco, TX 78599

DRAINAGE STATEMENT
FOR
OAK PARK SUBDIVISION

CITY OF WESLACO
HIDALGO COUNTY, TEXAS

DECEMBER 23, 2022

Prepared By:



Reynaldo Robles, Jr., P.E.

Index

Page 1 – Cover Sheet

Page 2 – Index

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

Page 4 – Location Map

Page 5- USGS Map

Page 6 – Drainage Calculations

Page 7-8 – Coefficient Reference Table

Pages 9 – FEMA FIRM Map

Pages 10-12 – USDA Soil Map and Legend

Page 13-14 – USDA Soil Report: Engineering Properties

Pages 15-17 – Subdivision Plat Sheets and Construction Sheets

DRAINAGE STATEMENT
For
OAK PARK SUBDIVISION
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS

Oak Park Subdivision is located on the west side Westagte Drive (Mile 6 West Road) approximately 330 feet south of Sixth Street in the City of Weslaco, Hidalgo County, Texas and is described as follows: 10.48 acres of land out of Farm Tract 661, of the West Tract Subdivision, Hidalgo County, Texas as per map recorded in Volume 2 Pages 34 through 37, Hidalgo County Map Records.

Flood Zone Designation:

By graphical plotting this property falls in Flood Zone "X" (shaded), which is described as areas of 500-year flood; areas of 100-year flood with a average depths of less than one foot or with drainage areas of less than one square mile; and areas protected by levees from 100-year flood, as per F.E.M.A. flood insurance rate map with community panel No. 480334 0450 C, revised to reflect LOMR dated May 30, 2002.

Existing Soils:

Per the USDA Soil Survey of Hidalgo County, the soils in this area consist predominantly of Hidalgo fine sandy loam (26), Mercedes clay (39), and Raymondville clay loam (52). Hidalgo fine sandy loam is listed in hydrologic soil group B, which consist of well drained soils with a moderate infiltration rate. Mercedes clay is listed in hydrologic soil group D, which consist of soil with a very slow infiltration rate. Raymondville clay loam is listed is hydrologic soil group C, which consists of soils with a slow infiltration rate.

Pre-development Conditions:

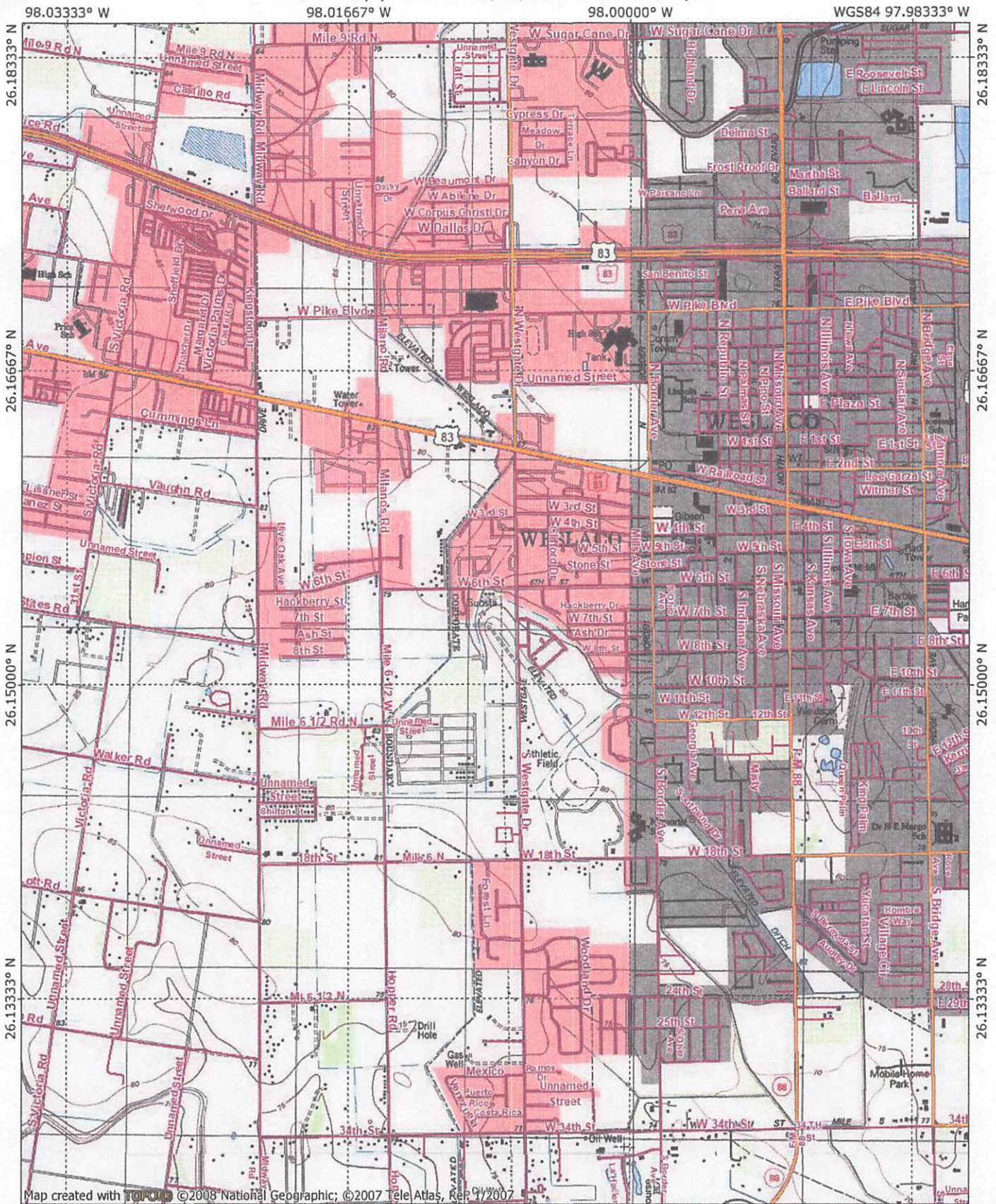
The land comprising this subdivision consists of open land in agricultural use. Review of the topographic information of the site reveals the site is fairly level with a slope towards the north. Pre-development calculations for a 10-year frequency storm reveal an estimated pre-development runoff of 7.96 CFS.

Future Conditions:

Expected future use for this subdivision will be for single family residential use. The development will consist of 12 lots. Drainage calculations for the maximum additional runoff using a pre-development 10-year frequency storm versus a post-development 50-year frequency storm using the modified rational formula reveal an increase Q of 5.99 CFS, a total maximum volume of additional run-off of 42,126 cubic feet (0.967 acre-ft), and a future peak Q of 29.44 CFS. The City of Weslaco ditch located on the north side of this development will be excavated to accommodate this additional volume.



TOPO! map printed on 09/21/22 from "Untitled.tpo"



NATIONAL
GEOGRAPHIC

1000 0 1000 2000 3000 4000 5000
MILES
1 5 0 5 10
KILOMETERS
METERS

TN MN
31°
09/21/22



ROBLES ENGINEERING, LLC

FIRM NO. F-17391

Office: (956) 968-2422

Fax: (956) 969-2011

PO Box 476

Weslaco, TX 78599

revised Detention Volume

Using Modified Rational Method:

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

For the existing Subdivision site:

Area = 10.48 ac.
Runoff Length = 1015 ft
Slope = 0.5 %
Cex = 0.15
 $V = K_x k_s^{0.5} = 0.71 \text{ ft/s}$
 $t_c = L / 60V = 23.91 \text{ min.}$
 $I = b / (t_c + d)^e = 5.06 \text{ in./hr.}$

Where $Q = CIA = 7.96 \text{ cfs}$

For the future developed subdivision (50yr):

Area (SF)	Area %	C	Weighted C
Residential 456508.8	100	0.4	0.40

weighted runoff coefficient: 0.40

Area = 10.48 ac.
Runoff Length = 1015 ft
Slope = 0.5 %
Cfut = 0.4
 $V = K_x k_s^{0.5} = 0.71 \text{ ft/s}$
 $t_c = L / 60V = 23.91 \text{ min.}$
 $I = b / (t_c + d)^e = 7.02 \text{ in./hr.}$

Where $Q = CIA = 29.44 \text{ cfs}$

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

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

Duration (min.)	Intensity (in/hr)	Q_{in} (cfs)	Vol_{in} (ft ³)	Q_{out} cfs	Vol_{out} (ft ³)	Storage (ft ³)
10	10.08	42.24	25,346	7.96	8,100	17,246
20	7.66	32.12	38,547	7.96	10,488	28,059
30	6.23	26.10	46,985	7.96	12,876	34,109
40	5.27	22.09	53,007	7.96	15,264	37,743
50	4.58	19.20	57,610	7.96	17,653	39,957
60	4.06	17.03	61,296	7.96	20,041	41,255
70	3.65	15.32	64,349	7.96	22,429	41,920
80	3.33	13.95	66,943	7.96	24,817	42,126
90	3.06	12.81	69,192	7.96	27,206	41,986
100	2.83	11.86	71,171	7.96	29,594	41,577
110	2.64	11.05	72,937	7.96	31,982	40,955
120	2.47	10.35	74,528	7.96	34,370	40,158
130	2.32	9.74	75,976	7.96	36,759	39,217
140	2.20	9.20	77,303	7.96	39,147	38,156

Total Required Detention Volume: 42,126 cfs =
0.967 ac-ft



Rainfall Intensity-Duration-Frequency Coefficients for Texas

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

1. Select English or SI Units

2. Select or Enter a County

3. Enter a Time of Conc.
Select Units

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

Intensity
(in./hr) 4.07 5.47 6.36 7.54 8.69 9.88

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

agent or call the National Flood Insurance Program at (800) 638-6620.



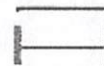
SCALE 1" = 2000'

2000 0 2000
FEET



OTHER FLOOD AREAS

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

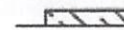
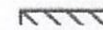


OTHER AREAS

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

ZONE D Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIERS



NFIP

PANEL 0450 C

FIRM

FLOOD INSURANCE RATE MAP

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

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER

480334 0450 C

MAP REVISED:

JUNE 6, 2000



REVISED TO
REFLECT LOMR
DATED MAY 2000

Federal Emergency Management Agency

Soil Map—Hidalgo County, Texas



Soil Map may not be valid at this scale.

Map Scale: 1:2,020 if printed on A portrait (8.5" x 11") sheet.

0 25 50 100 150 Meters

0 50 100 200 300 Feet

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



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

12/8/2022
Page 1 of 3

MAP LEGEND

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

MAP INFORMATION

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

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

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

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

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

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

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

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 21, Aug 24, 2022

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

Date(s) aerial images were photographed: Dec 21, 2021—Mar 2, 2022

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
26	Hidalgo fine sandy loam, 1 to 3 percent slopes	7.0	63.1%
39	Mercedes clay, 0 to 1 percent slopes	1.0	9.2%
52	Raymondville clay loam, 0 to 1 percent slopes	3.1	27.7%
Totals for Area of Interest		11.0	100.0%

Report—Engineering Properties

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

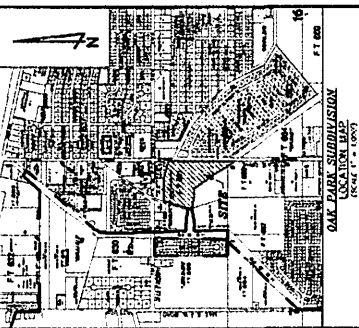
Engineering Properties—Hidalgo County, Texas													
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200	
26—Hidalgo fine sandy loam, 1 to 3 percent slopes			<i>In</i>				L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H
Hidalgo	85 B		0-17	Fine sandy loam	SC-SM, CL, SC, SM	A-2-4, A-4	0-0-0	0-0-0	100-100-100	94-96-100	84-94-100	35-47-56	1-7-8
			17-28	Sandy clay loam, clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	100-100-100	94-98-100	85-96-100	50-60-75	11-17-22
			28-38	Clay loam, sandy clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	95-97-100	91-94-100	81-93-100	54-68-81	11-17-22
			38-80	Clay loam, sandy clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	96-97-100	91-95-100	82-94-100	57-72-84	11-17-22
39—Mercedes clay, 0 to 1 percent slopes													
Mercedes	85 D		0-19	Clay	CH	A-7-6	0-0-0	0-1-2	85-93-100	80-90-100	80-90-100	75-85-95	32-41-49
			19-57	Clay	CH	A-7-6	0-0-0	0-1-2	85-93-100	80-90-100	80-90-100	75-85-95	32-41-49
			57-65	Clay	CH, CL	A-7-6	0-0-0	0-1-2	85-93-100	80-90-100	80-90-100	75-85-95	32-41-49

Engineering Properties—Hidalgo County, Texas														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			In				L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H
52—Raymondville clay loam, 0 to 1 percent slopes														
Raymondville	85 C		0-15	Clay loam	CL	A-6, A-7-6	0-0-0	0-0-0	100-100-100	100-100-100	95-98-100	51-58-85	37-44-50	18-24-30
			15-43	Clay, clay loam	CH, CL	A-6, A-7-6	0-0-0	0-0-0	100-100-100	95-98-100	95-98-100	75-85-95	38-47-55	19-27-35
			43-65	Clay, clay loam	CH, CL	A-7-6	0-0-0	0-0-0	100-100-100	85-93-100	80-90-100	75-85-95	40-47-53	20-25-30

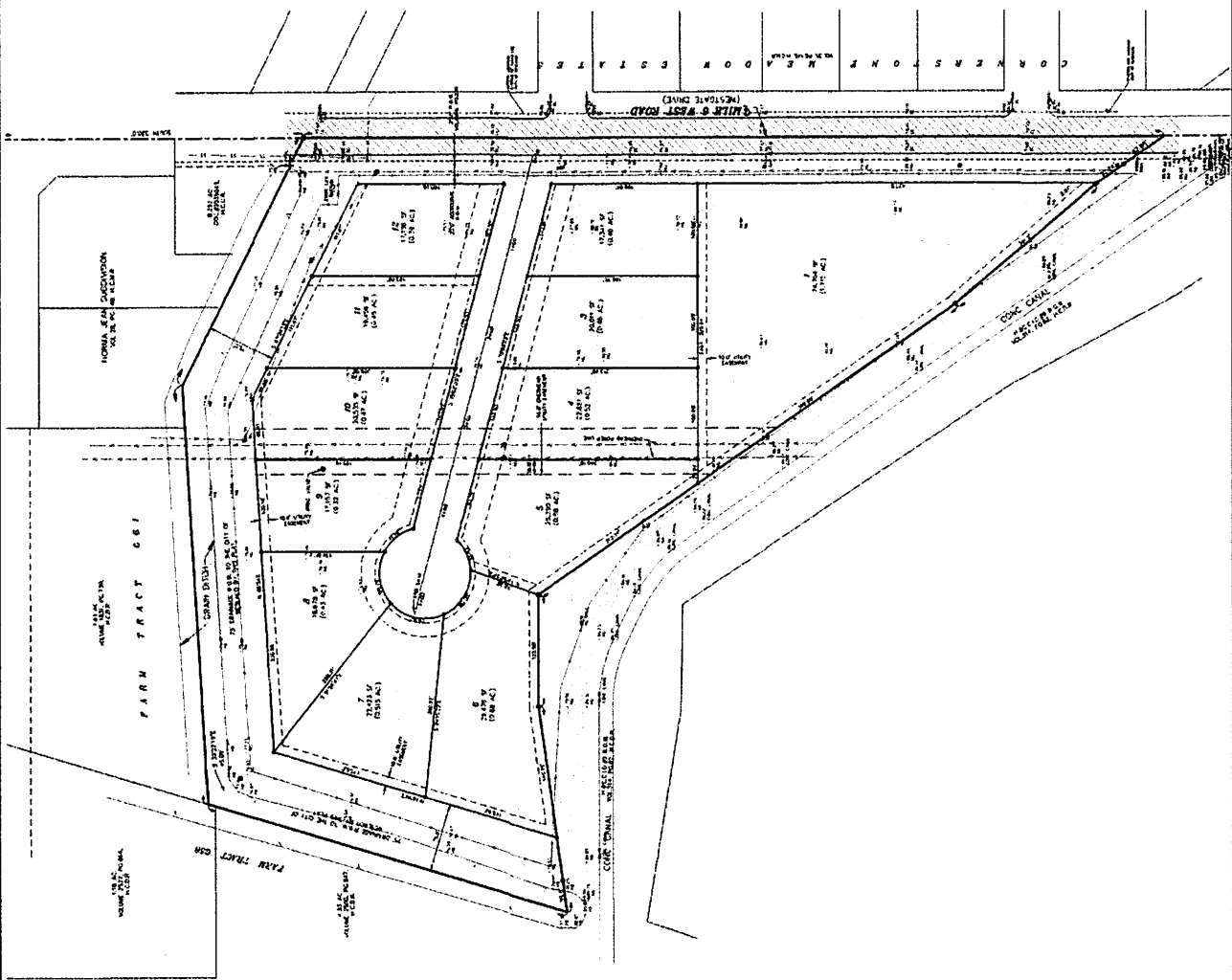
Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 21, Aug 24, 2022





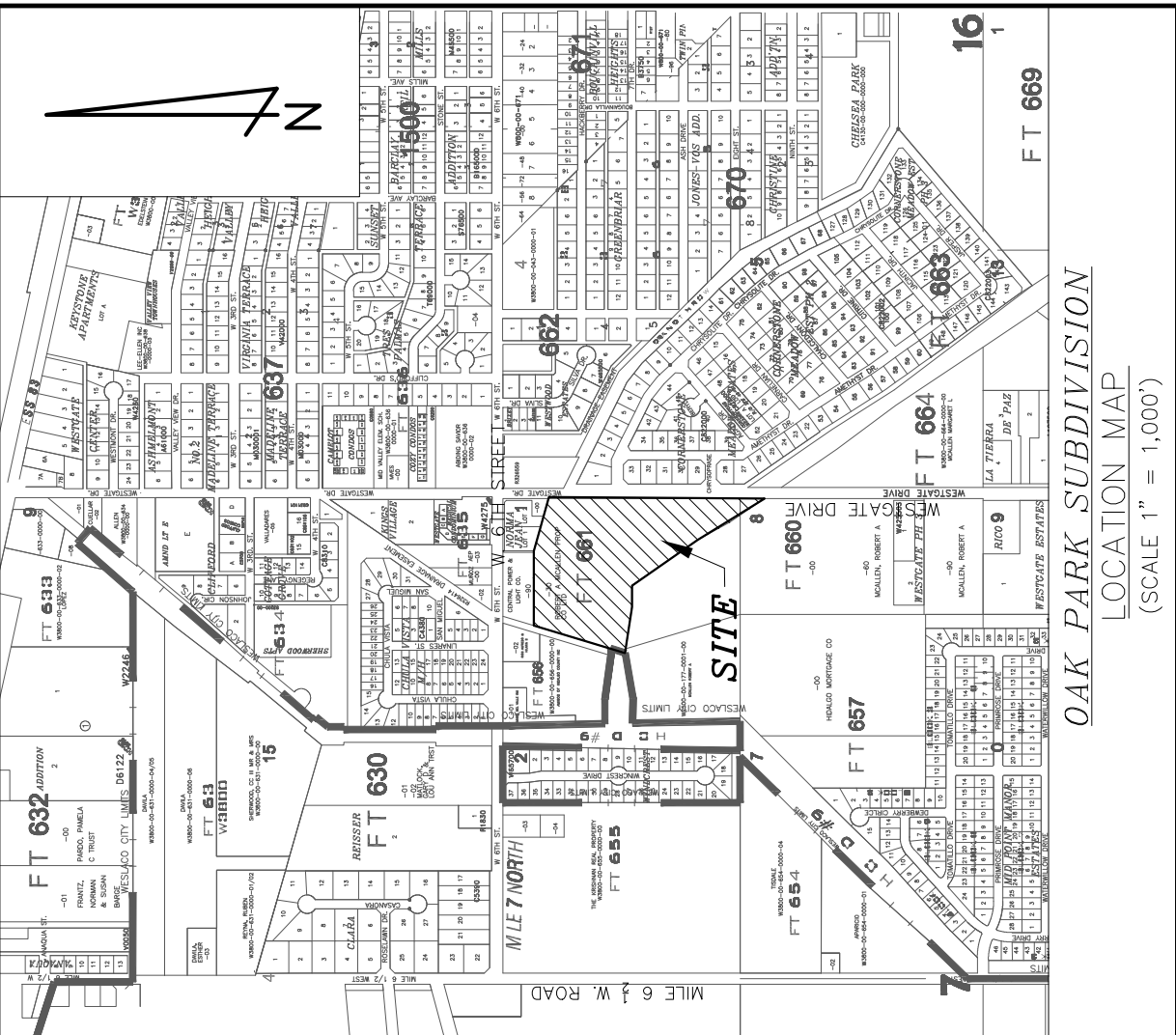
OAK PARK SUBDIVISION
 1. 100' WIDE
 2. 100' WIDE
 3. 100' WIDE
 4. 100' WIDE
 5. 100' WIDE
 6. 100' WIDE
 7. 100' WIDE
 8. 100' WIDE
 9. 100' WIDE
 10. 100' WIDE
 11. 100' WIDE
 12. 100' WIDE
 13. 100' WIDE
 14. 100' WIDE
 15. 100' WIDE
 16. 100' WIDE
 17. 100' WIDE
 18. 100' WIDE
 19. 100' WIDE
 20. 100' WIDE
 21. 100' WIDE
 22. 100' WIDE
 23. 100' WIDE
 24. 100' WIDE
 25. 100' WIDE
 26. 100' WIDE
 27. 100' WIDE
 28. 100' WIDE
 29. 100' WIDE
 30. 100' WIDE
 31. 100' WIDE
 32. 100' WIDE
 33. 100' WIDE
 34. 100' WIDE
 35. 100' WIDE
 36. 100' WIDE
 37. 100' WIDE
 38. 100' WIDE
 39. 100' WIDE
 40. 100' WIDE
 41. 100' WIDE
 42. 100' WIDE
 43. 100' WIDE
 44. 100' WIDE
 45. 100' WIDE
 46. 100' WIDE
 47. 100' WIDE
 48. 100' WIDE
 49. 100' WIDE
 50. 100' WIDE
 51. 100' WIDE
 52. 100' WIDE
 53. 100' WIDE
 54. 100' WIDE
 55. 100' WIDE
 56. 100' WIDE
 57. 100' WIDE
 58. 100' WIDE
 59. 100' WIDE
 60. 100' WIDE
 61. 100' WIDE
 62. 100' WIDE
 63. 100' WIDE
 64. 100' WIDE
 65. 100' WIDE
 66. 100' WIDE
 67. 100' WIDE
 68. 100' WIDE
 69. 100' WIDE
 70. 100' WIDE
 71. 100' WIDE
 72. 100' WIDE
 73. 100' WIDE
 74. 100' WIDE
 75. 100' WIDE
 76. 100' WIDE
 77. 100' WIDE
 78. 100' WIDE
 79. 100' WIDE
 80. 100' WIDE
 81. 100' WIDE
 82. 100' WIDE
 83. 100' WIDE
 84. 100' WIDE
 85. 100' WIDE
 86. 100' WIDE
 87. 100' WIDE
 88. 100' WIDE
 89. 100' WIDE
 90. 100' WIDE
 91. 100' WIDE
 92. 100' WIDE
 93. 100' WIDE
 94. 100' WIDE
 95. 100' WIDE
 96. 100' WIDE
 97. 100' WIDE
 98. 100' WIDE
 99. 100' WIDE
 100. 100' WIDE



EXISTING CONDITION

ROBLES
 ENGINEERING, LLC
 1000 N. 10TH ST.
 SUITE 100
 DENVER, CO 80202
 TEL: 303.733.0000
 FAX: 303.733.0001
 WWW.ROBLES-ENGINEERING.COM

PRELIMINARY - FOR REVIEW ONLY



METES AND BOUNDS DESCRIPTION:
Being 10.48 acres of land out of Farm Tract 661 of the West Tract Subdivision, as per map recorded in Volume 2, Pages 34-37, Map Records of Hidalgo County, Texas, and said 10.48 acre tract being more particularly described by metes and bounds as follows:
Commencing for reference at a point for the northeast corner of said Farm Tract 661, THENCE, SOUTH, 330.00 feet with the east line of said Farm Tract 661 and the centerline of Mile 6 West Road (Westgate Drive) to a point for the northeast corner of said tract herein described and the POINT OF BEGINNING;

THENCE, N 63°34'13" W, 209.55 feet along a drain ditch to an angle point;
THENCE, S 86°34' W, 459.50 feet along a drain ditch to a point for the northwest corner of said tract herein described, and from which a found 1/2-inch iron rod bears SOUTH 39°22'19" EAST, 45.09 feet;
THENCE, S 16°44' W, 410.40 feet with the west line of said Farm Tract 661 and along a drain ditch to a point for the southwest corner of said tract herein described;
THENCE, N 82°02' E, at a distance of 35.00 feet pass a 1/2-inch iron rod found on line for reference, and continuing for a total distance of 227.70 feet to a 1/2-inch iron rod found for an angle point;
THENCE, EAST, 122.90 feet to a 1/2-inch iron rod found for an angle point;
THENCE, S 34°35' E, 555.30 feet to a 1/2-inch iron rod found for an angle point;
THENCE, S 40°18' E, 201.00 feet to a 1/2-inch iron rod found for an angle point;
THENCE, S 34°35' E, at a distance of 37.85 feet pass a 1/2-inch iron rod found for reference on the apparent west right-of-way line of said Mile 6 West Road and continuing for a total distance of 90.70 feet to a point for the southeast corner of said tract herein described;
THENCE, NORTH, 940.80 feet with the east line of said Farm Tract 661 and the centerline of said Mile 6 West Road to the POINT OF BEGINNING and containing 10.48 acres of land, more or less.

STATE OF TEXAS
HIDALGO COUNTY
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:
I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS THE "OAK PARK SUBDIVISION," TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL RIGHTS, EASEMENTS, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

LLANO GRANDE WESTGATE LTD, A TEXAS LIMITED PARTNERSHIP
BY: _____
GENERAL MANAGER
WESLACO, TX 78596

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

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

NOTARY PUBLIC, FOR THE STATE OF TEXAS

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

CHAIRMAN, PLANNING COMMISSION
CITY OF WESLACO

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

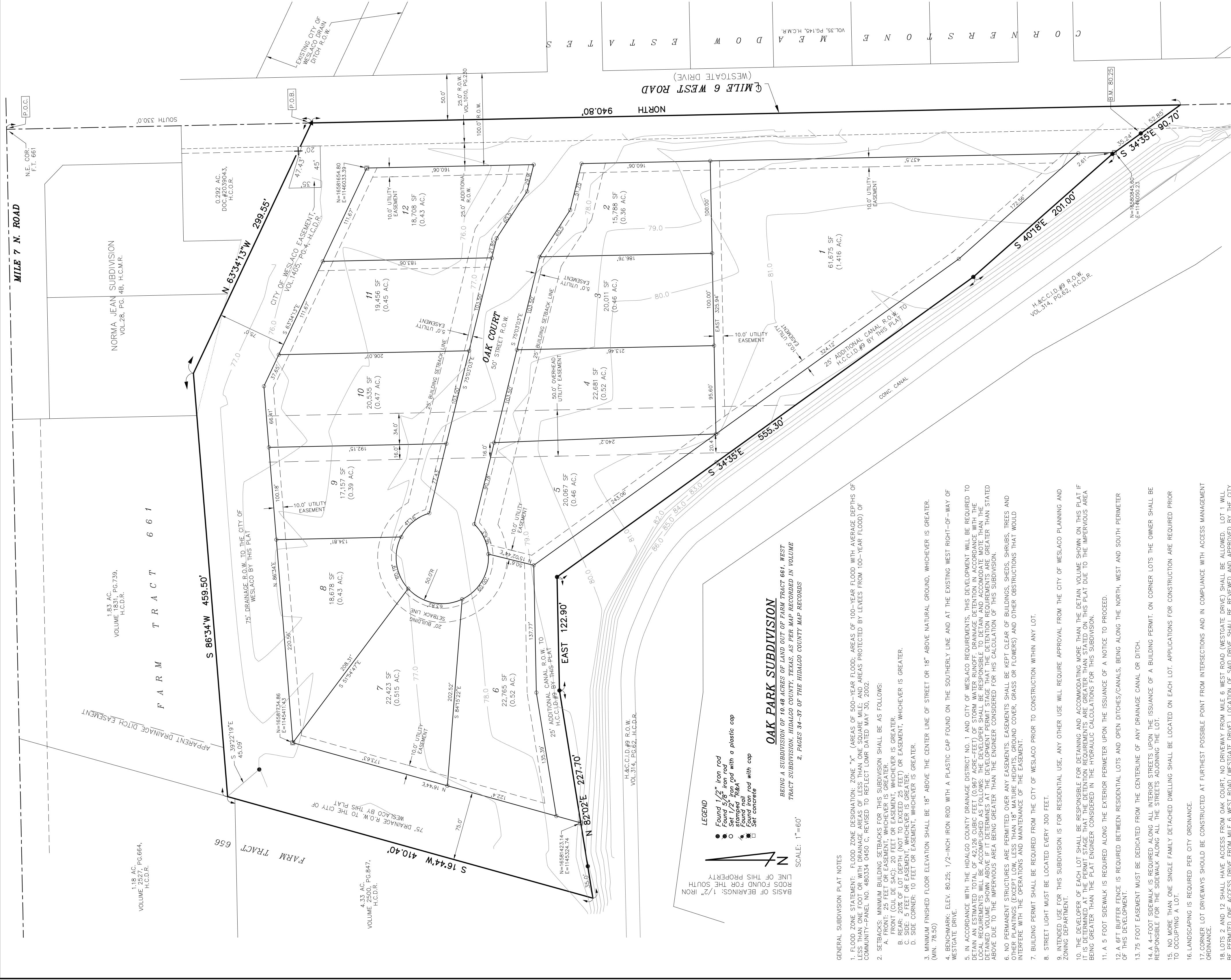
MAYOR DAVID SUAREZ
CITY OF WESLACO

ATTEST:
CITY SECRETARY

CERTIFICATION BY THE IRRIGATION DISTRICT
This plot is approved by Hidalgo and Cameron Counties Irrigation District No.9

- Dated this _____ day of _____, 20____.
- No improvements of any kind shall be placed upon Hidalgo and Cameron Counties Irrigation District No. 9 Right-of-Ways and/or Easements without the expressed written permission of HCCD #9.
 - It is understood that the rate of flow of Storm Water for the development will be no greater than the rate of flow of Storm Water when the land was in agricultural use.
 - HCCD #9 will not be responsible for the storm/drainage water system to any lot with in this subdivision. As well, HCCD #9 is responsible for the delivery of water to any lot with in this subdivision. If desired, this will NOT be at the Districts Expense.
 - HCCD #9 has not reviewed and does not certify that the storm water 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.
 - HCCD #9 Exclusive Easements shall be kept clear of buildings, sheds, fences, shrubs, trees, and other plantings and other obstructions that would interfere with the operations and maintenance of the easement.

General Manager
Hidago & Cameron Counties Irrigation District No. 9



OAK PARK SUBDIVISION

BRING A SUBDIVISION OF 10.48 ACRES OF LAND OUT OF FARM TRACT 661, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS

SCALE: 1"=60'

GENERAL SUBDIVISION PLAT NOTES

- FLORIDA STATEMENT: IN 600 YEAR DESCRIPTION, "T" AREAS OF 500-1000 FEET, AREAS OF 100-500 FEET WITH AVERAGE DEPTHS OF LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD) OF COMMUNITY-PANEL NO. 480334 0450 C, REVISED TO REFLECT LOMR DATED MAY 30, 2002.
- SETBACKS: MINIMUM BUILDING SETBACKS FOR THIS SUBDIVISION SHALL BE AS FOLLOWS:
A. FRONT: 25 FEET OR EASEMENT, WHICHEVER IS GREATER.
B. REAR: 20% OF LOT DEPTH (NOT TO EXCEED 25 FEET) OR EASEMENT, WHICHEVER IS GREATER.
C. SIDE: 5 FEET OR EASEMENT, WHICHEVER IS GREATER.
D. SIDE CORNER: 10 FEET OR EASEMENT, WHICHEVER IS GREATER.
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
- SEWER MARK: ELEV. 80.25; 1/2-INCH IRON ROD WITH A PLASTIC CAP FOUND ON THE SOUTHERLY LINE AND AT THE EXISTING WEST RIGHT-OF-WAY OF WESLACO.
- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN AN ESTIMATED TOTAL OF 42,128 CUBIC FEET (0.967 ACRE-FEET) OF STORM WATER RUNOFF DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR HIS CALCULATION OF THIS SUBDIVISION.
- NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS, EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHTS, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- BUILDING PERMIT SHALL BE REQUIRED FROM THE CITY OF WESLACO PRIOR TO CONSTRUCTION WITHIN ANY LOT.
- STREET LIGHT MUST BE LOCATED EVERY 300 FEET.
- INTENDED USE FOR THIS SUBDIVISION IS FOR RESIDENTIAL USE. ANY OTHER USE WILL REQUIRE APPROVAL FROM THE CITY OF WESLACO PLANNING AND ZONING DEPARTMENT.
- THE DEVELOPER OF EACH LOT SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAIN VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED AT THE PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
- A 5 FOOT SIDEWALK IS REQUIRED ALONG THE EXTERIOR PERIMETER UPON THE ISSUANCE OF A NOTICE OF A NOTICE TO PROCEED.
- A 10 FOOT BUFFER FENCE IS REQUIRED BETWEEN RESIDENTIAL LOTS AND OPEN DITCHES/CANALS, BEING ALONG THE NORTH, WEST AND SOUTH PERIMETER OF THIS DEVELOPMENT.
- 75 FOOT EASEMENT MUST BE DEDICATED FROM THE CENTERLINE OF ANY DRAINAGE CANAL OR DITCH.
- A 4-FOOT SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. ON CORNER LOTS THE OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL THE STREETS ADJOINING THE LOT.
- NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY A LOT.
- LANDSCAPING IS REQUIRED PER CITY ORDINANCE.
- CORNER LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
- LOTS 2 AND 12 SHALL HAVE ACCESS FROM OAK COURTY, NO DRIVEWAY FROM MILE 6 WEST ROAD (WESTGATE DRIVE) SHALL BE ALLOWED. LOT 1 WILL BE PERMITTED ONE ACCESS DRIVE FROM MILE 6 WEST ROAD (WESTGATE DRIVE), LOCATION OF SAID DRIVE SHALL BE REVIEWED AND APPROVED BY THE CITY OF WESLACO DURING BUILDING PERMIT STAGE.

LEGEND

- Found 1/2" iron rod
- Set 1/2" iron rod with a plastic cap
- Found metal
- Set concrete with cap

NOTES

FOUND 1/2" IRON ROD
SET 1/2" IRON ROD WITH A PLASTIC CAP
FOUND METAL
SET CONCRETE WITH CAP

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

DATE

STATE OF TEXAS
HIDALGO COUNTY

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

REYNALDO ROBLES, JR.
P.L.S.#4032
CITY OF WESLACO, TX 78599

DATE

STATE OF TEXAS
HIDALGO COUNTY

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

REYNALDO ROBLES, JR.
P.L.S.#4032
CITY OF WESLACO, TX 78599

DATE



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

DRAWN BY: JR
CHECKED BY: JR
JOB NO. 173-22
REVIEWED BY: JR

RA ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
1000 W. BAYVIEW BLVD.
SUITE 200
WESLACO, TEXAS 78596
PHONE (956) 868-2422
FAX (956) 868-2011

ROBLES ENGINEERING, LLC
PROFESSIONAL ENGINEERS
1000 W. BAYVIEW BLVD.
SUITE 200
WESLACO, TEXAS 78596
PHONE (956) 868-2422
FAX (956) 868-2011

PRELIMINARY- FOR REVIEW ONLY



**City of Weslaco
Engineering Division**

255 S. Kansas ♦ Weslaco, TX 78570 ♦ (956)

TRIP GENERATION WORKSHEET

Complete parts A and B as an aid to determine if your project requires a Traffic Impact Analysis (TIA).

A. Subdivision Information

Subdivision Name: Oak Park Subdivision

Location: Westgate Drive south of W. 6th Street

Applicant: Rey Robles Jr.

☐ Owner ☒ Agent

Address: 107 W Huisache St Phone Number: 956-968-2422

B. Trip Generation Calculation

The texts needed to complete this table are available at the Planning Department. See back of sheet for more information.

ITE Code	Anticipated Land Use	Project Size			AM Peak Hour Trips	PM Peak Hour Trips	Weekday Trips
		Acres	GFA	# of Units			
210	Residential	10.48		12	12	15	148

Comments: calculations based on 12 dwelling units (lots)

Prepared by: Rey Robles Jr.

Date:

Address: 107 W Huisache St Phone Number: 956-968-2422

(For Official Use Only, Do Not Write In This Box)

_____ A traffic impact analysis is required. The agent preparing the study must meet with City staff to discuss the scope and requirements of the study before beginning the study.

_____ A traffic impact analysis is not required. The traffic generated by the proposed development does not exceed the threshold requirements.

Comments:

Reviewed by: _____ Date: _____ STID#: _____

Sheet1

Oak Park Subdivision Trip Generation calculation worksheet

AM Peak

$$\ln(T) = 0.91\ln(X) + 0.20$$

$$\ln(T) = 0.91\ln(12) + 0.20$$

$$\ln(T) = 2.46$$

$$T = 12$$

PM Peak

$$\ln(T) = 0.94\ln(X) + 0.34$$

$$\ln(T) = 0.94\ln(12) + 0.34$$

$$\ln(T) = 2.68$$

$$T = 15$$

Weekday Peak

$$\ln(T) = 0.92\ln(X) + 2.71$$

$$\ln(T) = 0.92\ln(12) + 2.71$$

$$\ln(T) = 4.996$$

$$T = 148$$

Single-Family Detached Housing (210)

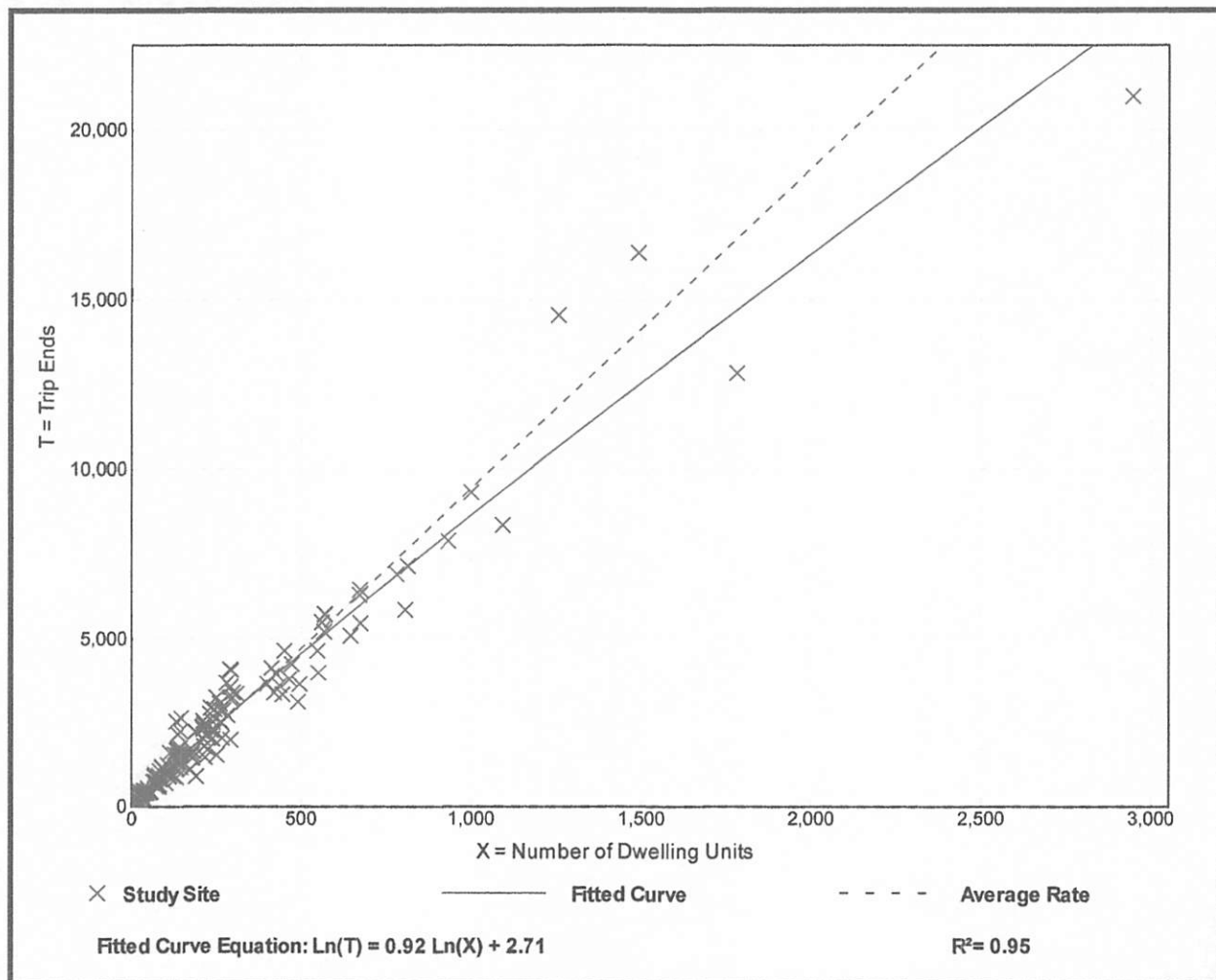
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 159
Avg. Num. of Dwelling Units: 264
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.44	4.81 - 19.39	2.10

Data Plot and Equation



Single-Family Detached Housing (210)

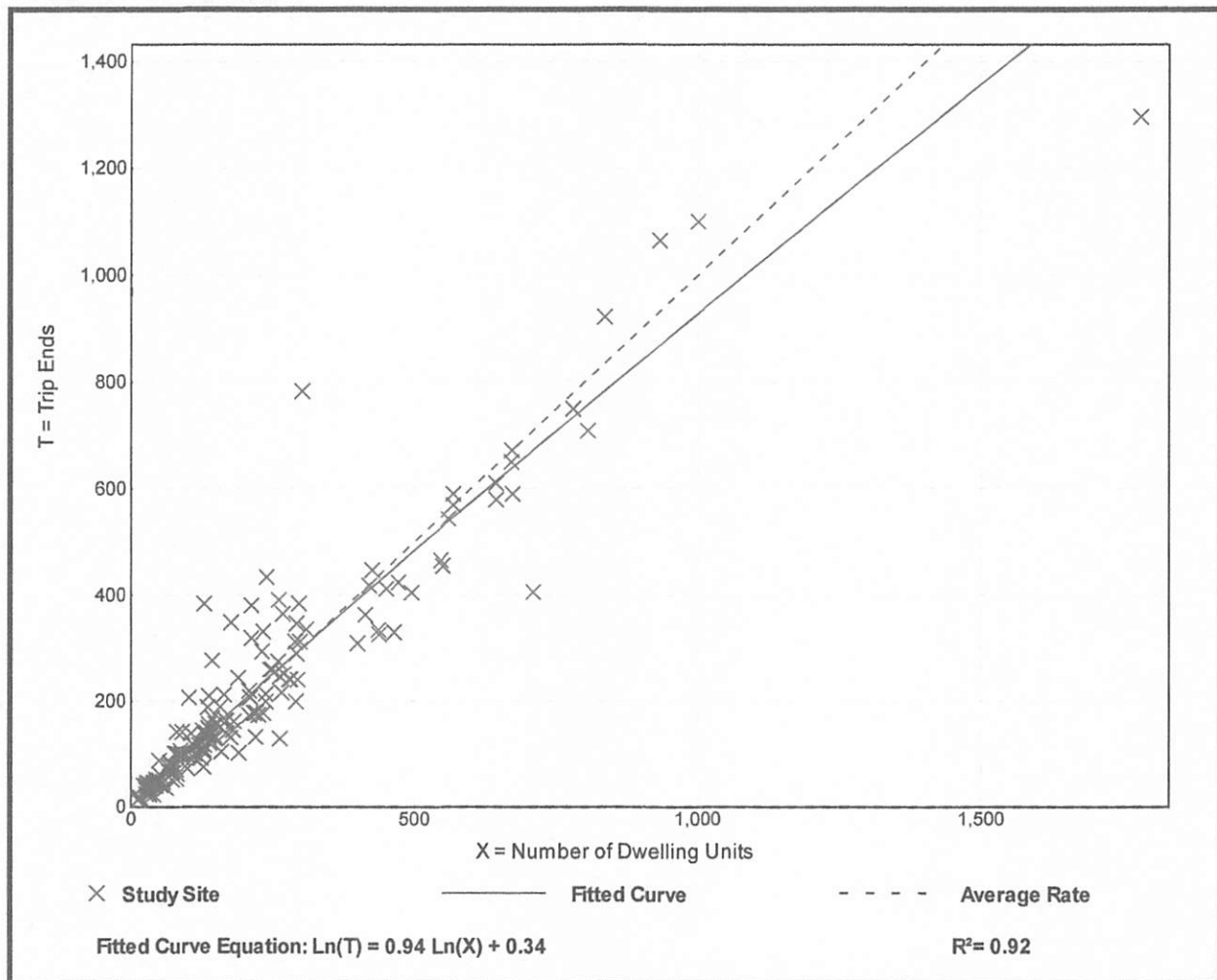
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
PM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 165
Avg. Num. of Dwelling Units: 217
Directional Distribution: 64% entering, 36% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
1.00	0.49 - 2.98	0.31

Data Plot and Equation



Single-Family Detached Housing (210)

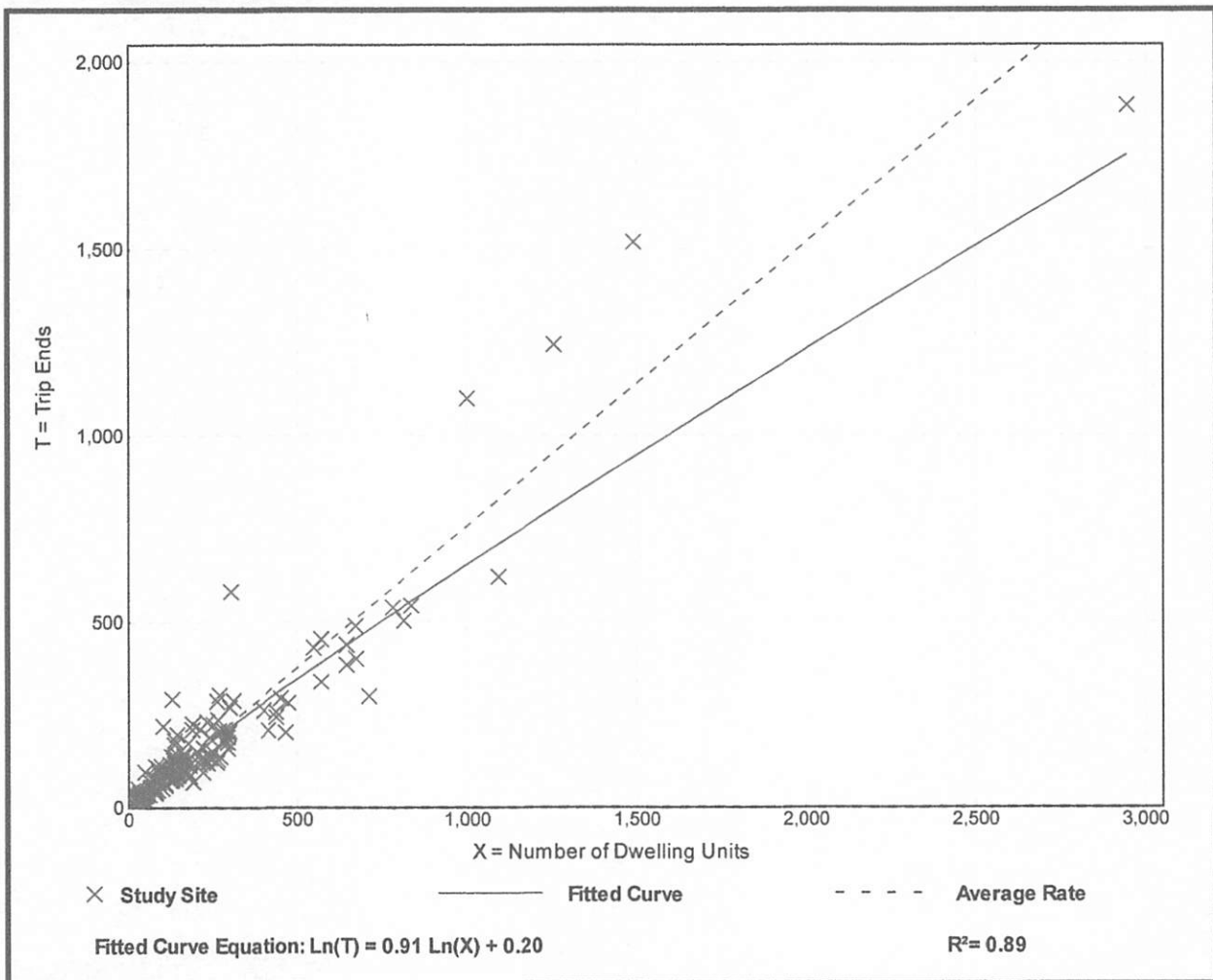
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
AM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 157
Avg. Num. of Dwelling Units: 231
Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

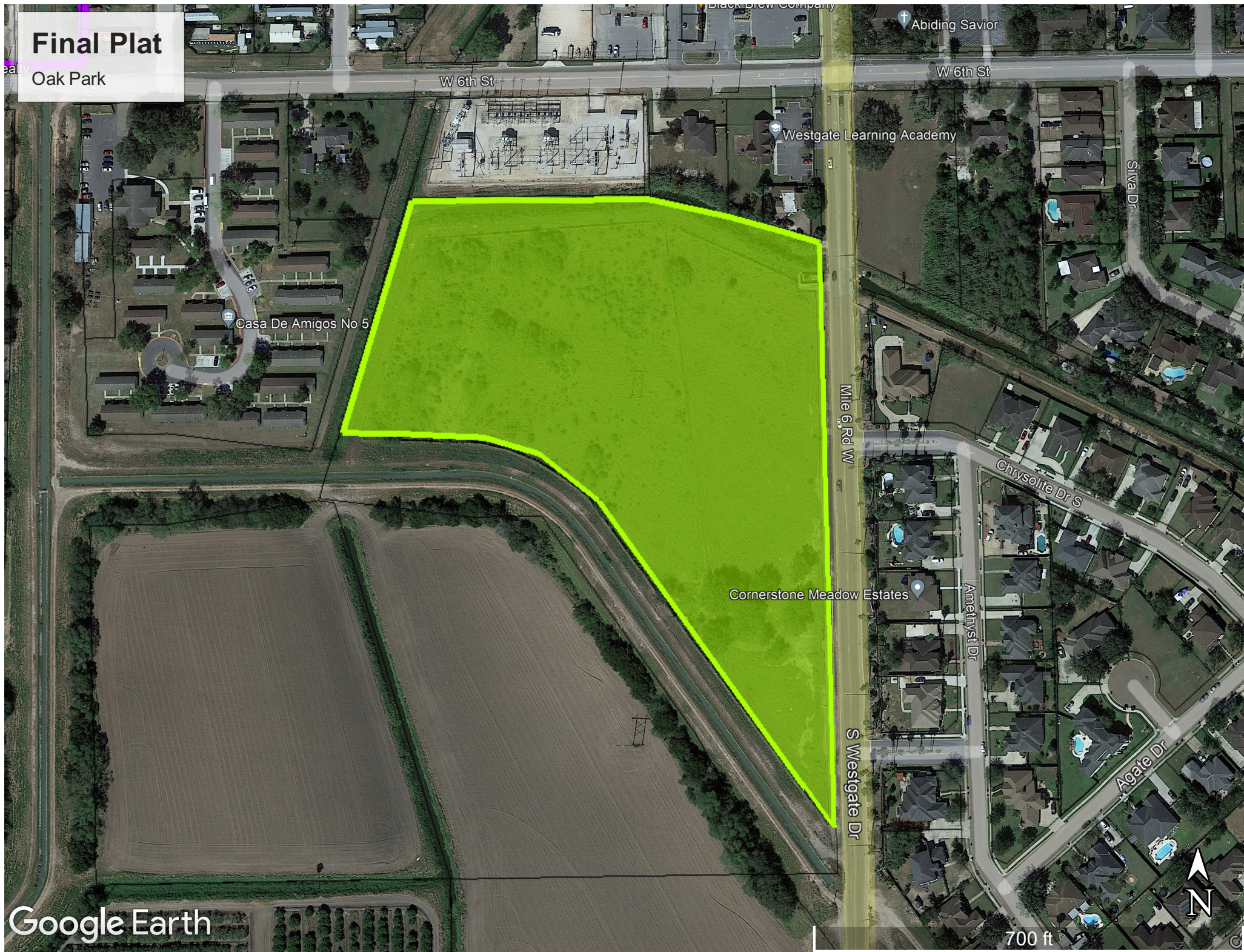
Average Rate	Range of Rates	Standard Deviation
0.76	0.36 - 2.27	0.26

Data Plot and Equation



Final Plat

Oak Park

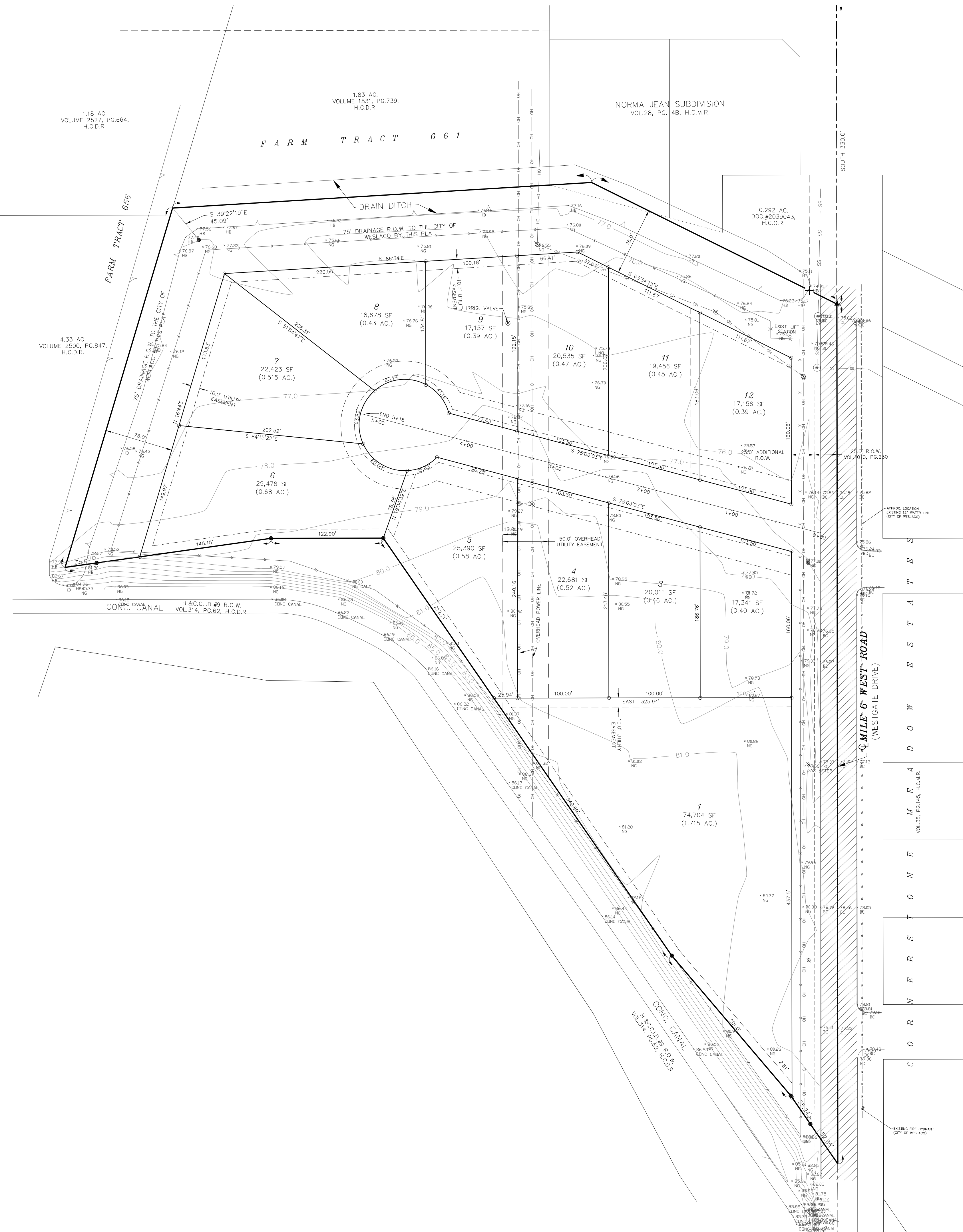


Google Earth

700 ft





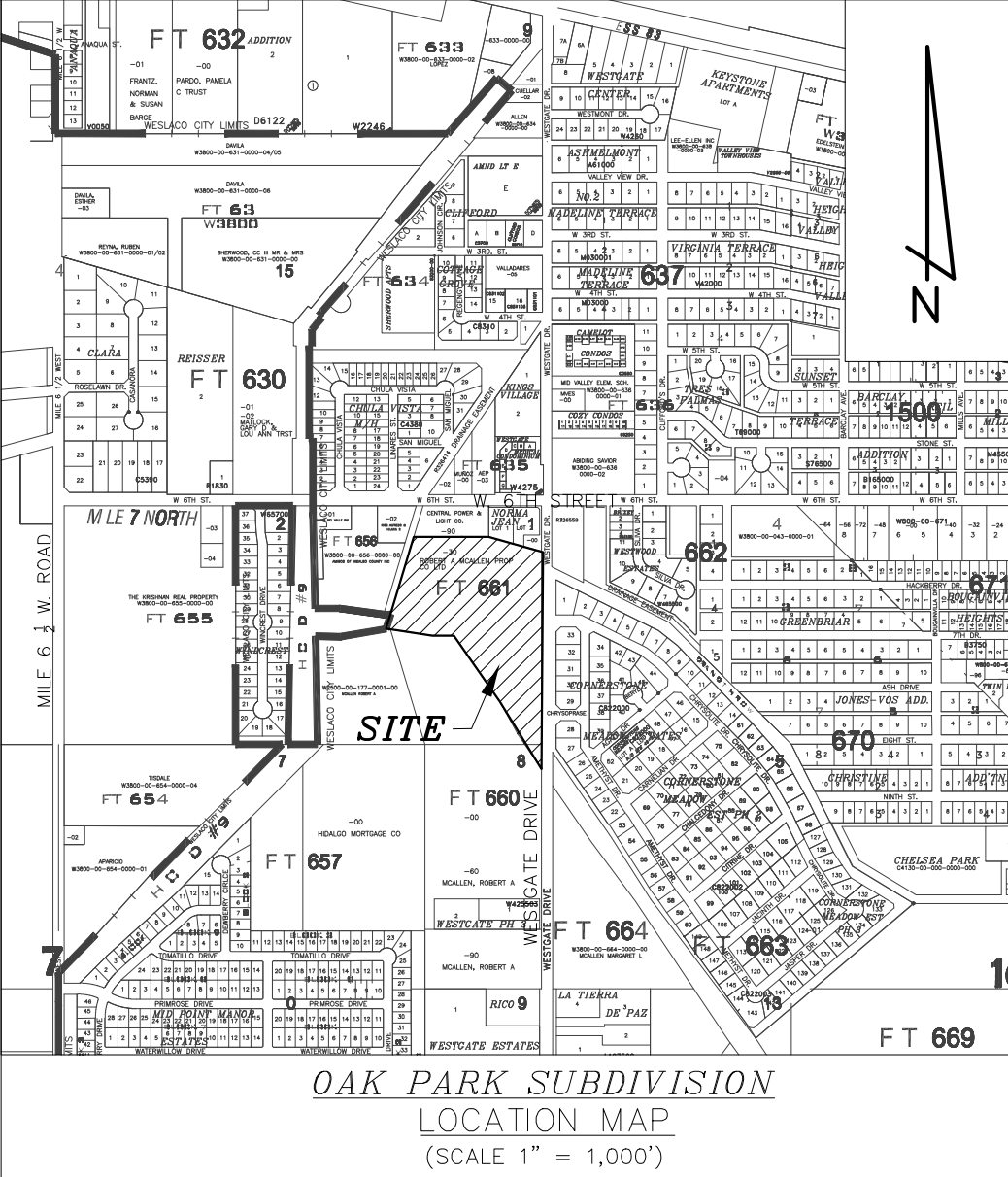


SCALE: 1"=60'

OAK PARK SUBDIVISION
BEING A SUBDIVISION OF 10.48 ACRES OF LAND OUT OF FARM TRACT 661, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS

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

BENCHMARK: 1/2" IRON ROD WITH CAP FOUND ON THE SOUTHERLY LINE AT THE EXISTING RIGHT-OF-WAY OF WESTGATE DRIVE OF THIS SUBDIVISION. ELEVATION=80.25.

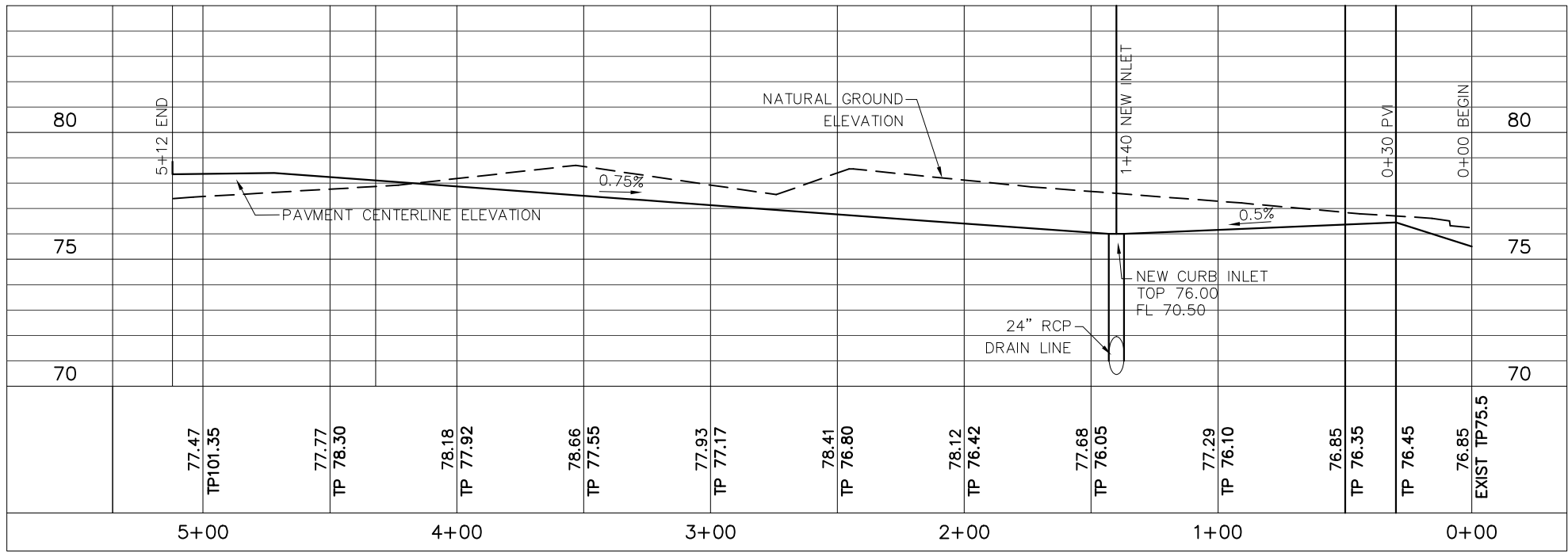


EXISTING CONDITION

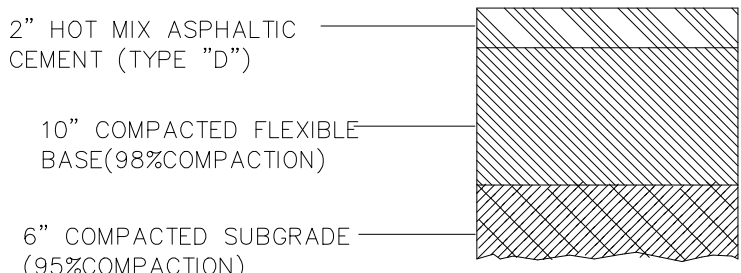
ROBLES ENGINEERING, LLC
FIRM NO. F-17391
PO BOX 416
107 W. HUSACHE ST.
WESLACO, TEXAS 78068
PHONE (956) 968-2422
FAX (956) 969-2011

DRAWN BY: JR
DATE: 12-22-22
JOB NO. 173-22
REVIEWED BY:

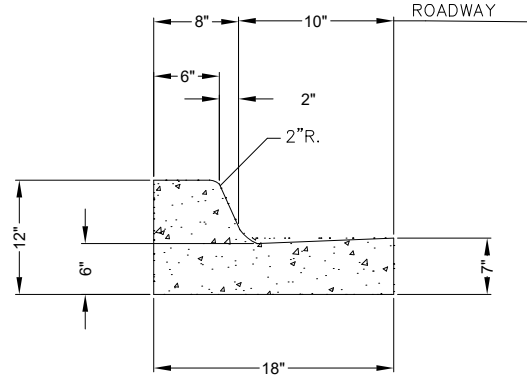
PRELIMINARY - FOR REVIEW ONLY



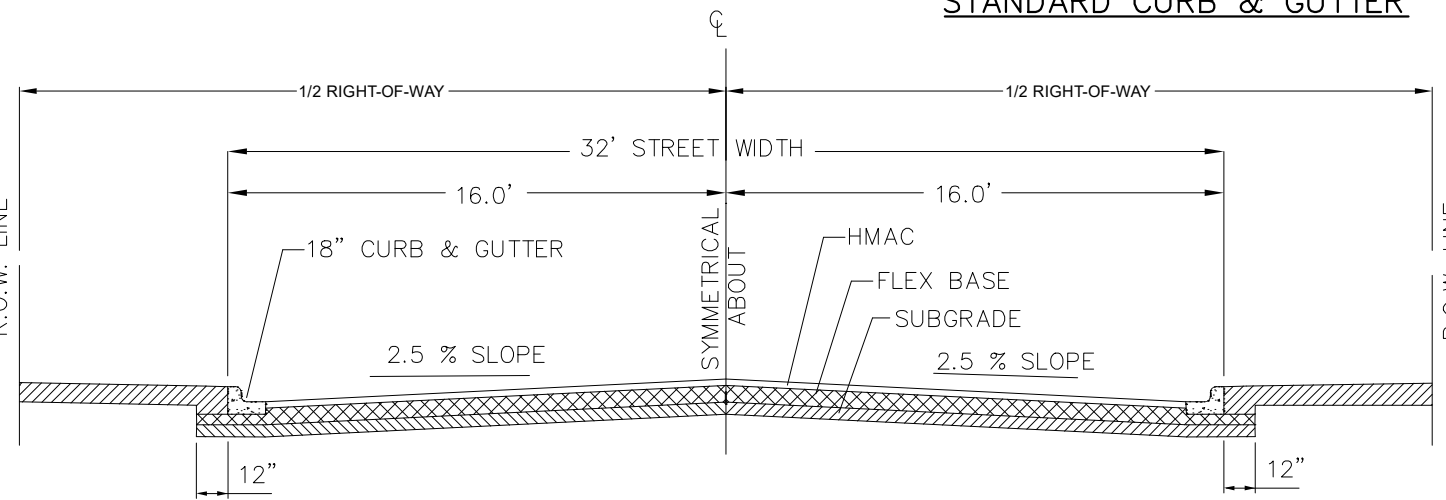
PROPOSED STREET PROFILE ELEVATION



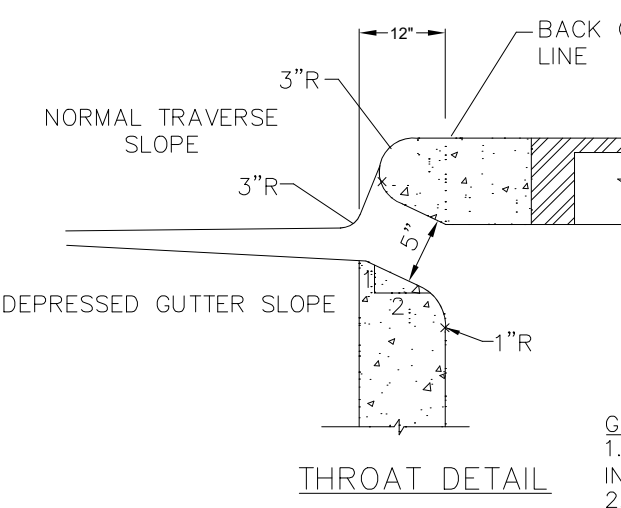
PAVEMENT SECTION



STANDARD CURB & GUTTER



TYPICAL STREET SECTION

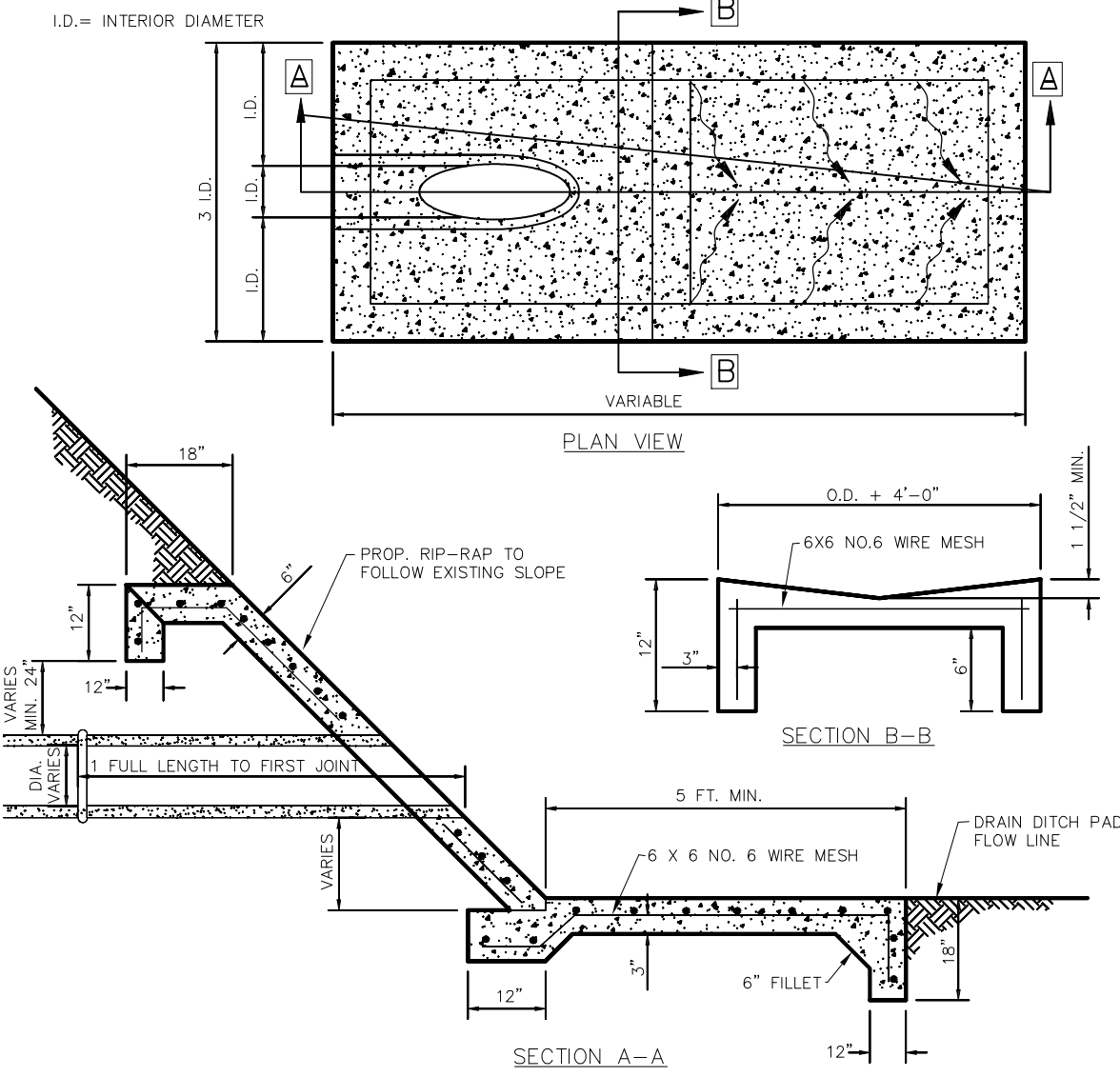


GENERAL NOTES:
1. TRANSITION NORMAL GUTTER TO INLET FLOW SLOPE APPROX. 3".
2. INLETS SHALL BE COMPOSED OF PRE-CAST SECTIONS, CAST IN PLACE OR A COMBINATION OF BOTH.
3. 6" GRAVEL BEDDING IS REQUIRED IF UNSTABLE SOIL OR GROUND WATER IS FOUND.
4. BACKFILL SHALL BE SAND COMPACTED TO 95% STANDARD PROCTOR.

TYPICAL CURB INLET

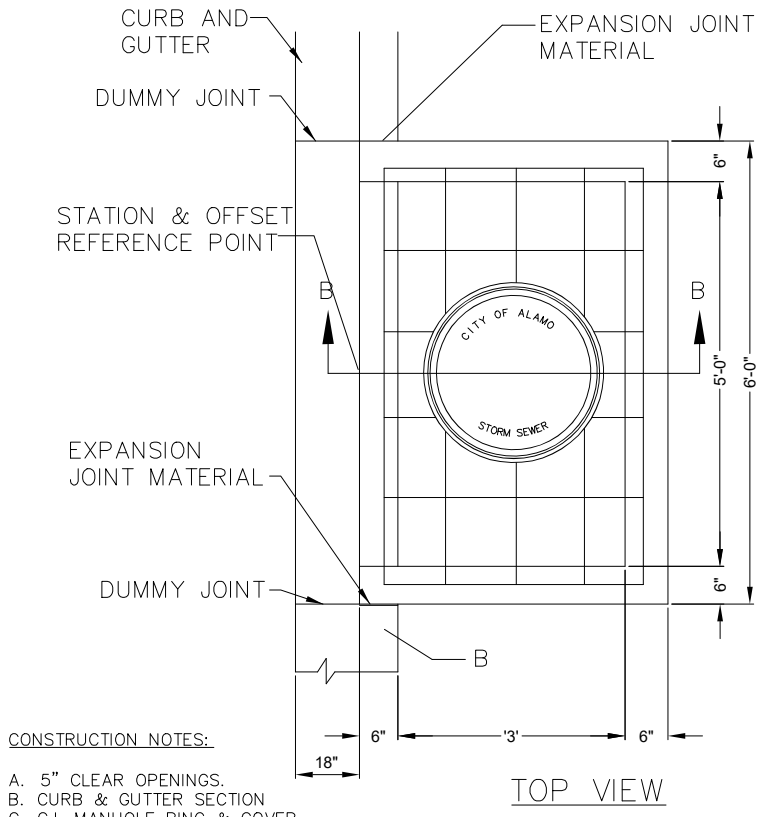
- A. GRAVEL BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE (MIN. THICKNESS=6") PIT RUN GRAVEL 3/4" MAX. SIZE.
B. GRAVEL PLACED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO THE SPRING LINE, PIT RUN GRAVEL 3/4" MAX. SIZE OR APPROVED SUBSTITUTE.
C. CITY STREETS PARKING AREA, DRIVEWAYS: SELECT EXCAVATED BACK FILL COMPACTED 98% STD, 8" LIFTS, MECHANICAL COMPACTION.
D. STATE MAINTAINED ROADWAYS: COMPACTED SAND/CEMENT STABILIZED BACK FILL 7% PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698.
E. SELECT EARTH BACKFILL, COMPACTED TO 95% STD. PROCTOR DENSITY (12" LIFTS, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELPPONTS, GRAVEL OR CEMENT STABILIZATION OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STD. PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8". STRUCTURE BACK FILL MATERIAL SHALL BE SAND, EXCAVATED MATERIAL, OR OTHER APPROVED SUBSTITUTE.

TYPICAL STORM SEWER PIPE BEDDING DETAIL



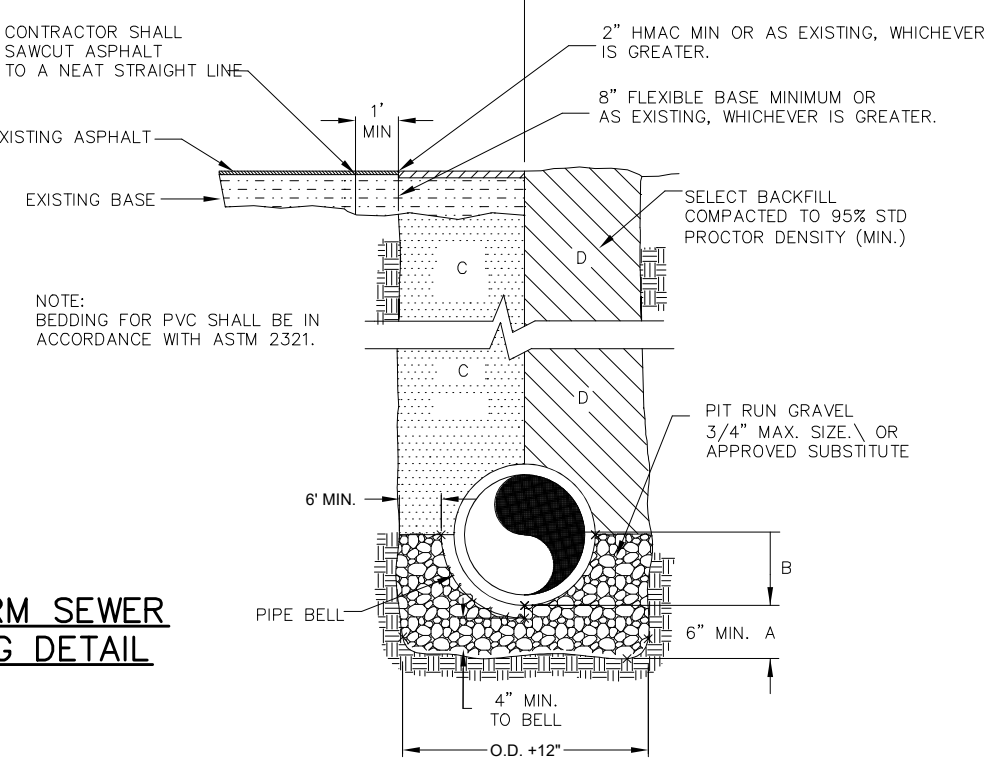
TYPICAL DISCHARGE STRUCTURE DETAIL

- CURB AND GUTTER GENERAL NOTES:
1. CURBS AND GUTTERS TO BE CONSTRUCTED OF 3000 PSI CONCRETE.
2. FOR NON-REINFORCED STANDARD CURB OR CURB & GUTTER PROVIDE SAWED CONTRACTION JOINTS 10' O.C. MAX. ALSO PROVIDE 1/2" EXPANSION JOINTS AT 30' O.C. MAX. AT POINTS OF CURVATURE, CURB INLETS, BOX CULVERTS, AT EACH SIDE OF DRIVEWAYS AND ADJACENT TO SIDEWALKS.
3. FOR REINFORCED STANDARD CURB OR CURB & GUTTER PROVIDE SAWED CONTRACTION JOINTS 10' O.C. MAX AND EXPANSION JOINTS SHALL BE SPACED AT 100' O.C. MAX. AT POINTS OF CURVATURE, CURB INLETS, BOX CULVERTS, AT EACH SIDE OF DRIVEWAYS, AND ADJACENT TO SIDEWALKS.
4. EDGES NOT SPECIFIED WITH DIMENSIONS SHALL BE EDGED WITH A 3/8" EDGING TOOL.
5. A MEMBRANE CURING COMPOUND SHALL BE APPLIED TO EXPOSED CURB OR CURB & GUTTER AFTER THE SURFACE FINISH HAS BEEN COMPLETED AT A MIN. RATE OF 1 GAL/180 S.F. OF SURFACE AREA.
6. DESIGN ELEVATIONS TO BE GIVEN AT PG, PT AND MID POINT OF THE CURB RADI (FLOW OF CURB ELEVATION) AND AT INTERSECTIONS OF PROJECTED FLOWLINES (FLOWLINE ELEVATION).
7. ON UPSTREAM AND DOWNSTREAM ENDS OF THE INTERSECTION, VALLEY GUTTER CONSTRUCTION SHALL EXTEND TO THE END OF RETURNS.
8. THE VALLEY GUTTER TO BE REINFORCED WITH 6"x 6" X NO. 6 GA. WIRE MESH, OR NO. 3 @ 12" O.C.E.W. 4. INVERT OF VALLEY GUTTER TO EXTEND FROM FLOWLINE OF UPSTREAM CURB RETURN TO FLOWLINE OF DOWNSTREAM CURB RETURN.
9. FOR NEW CONSTRUCTION, VALLEY GUTTER SHALL BE CONSTRUCTED PRIOR TO ADJACENT PAVEMENT.
10. PRIOR TO CONSTRUCTION OF NEW VALLEY GUTTER ON EXISTING ACCEPTED STREETS, PAVEMENT SHALL BE REMOVED AS SHOWN ON PLANS.
11. FOR HANDICAP RAMP, SEE DETAIL.
12. EXISTING CURB OR PAVEMENT SHALL BE SAWCUT WHERE NECESSARY TO CONNECT TO NEW/PROPOSED IMPROVEMENTS.



CONSTRUCTION NOTES:

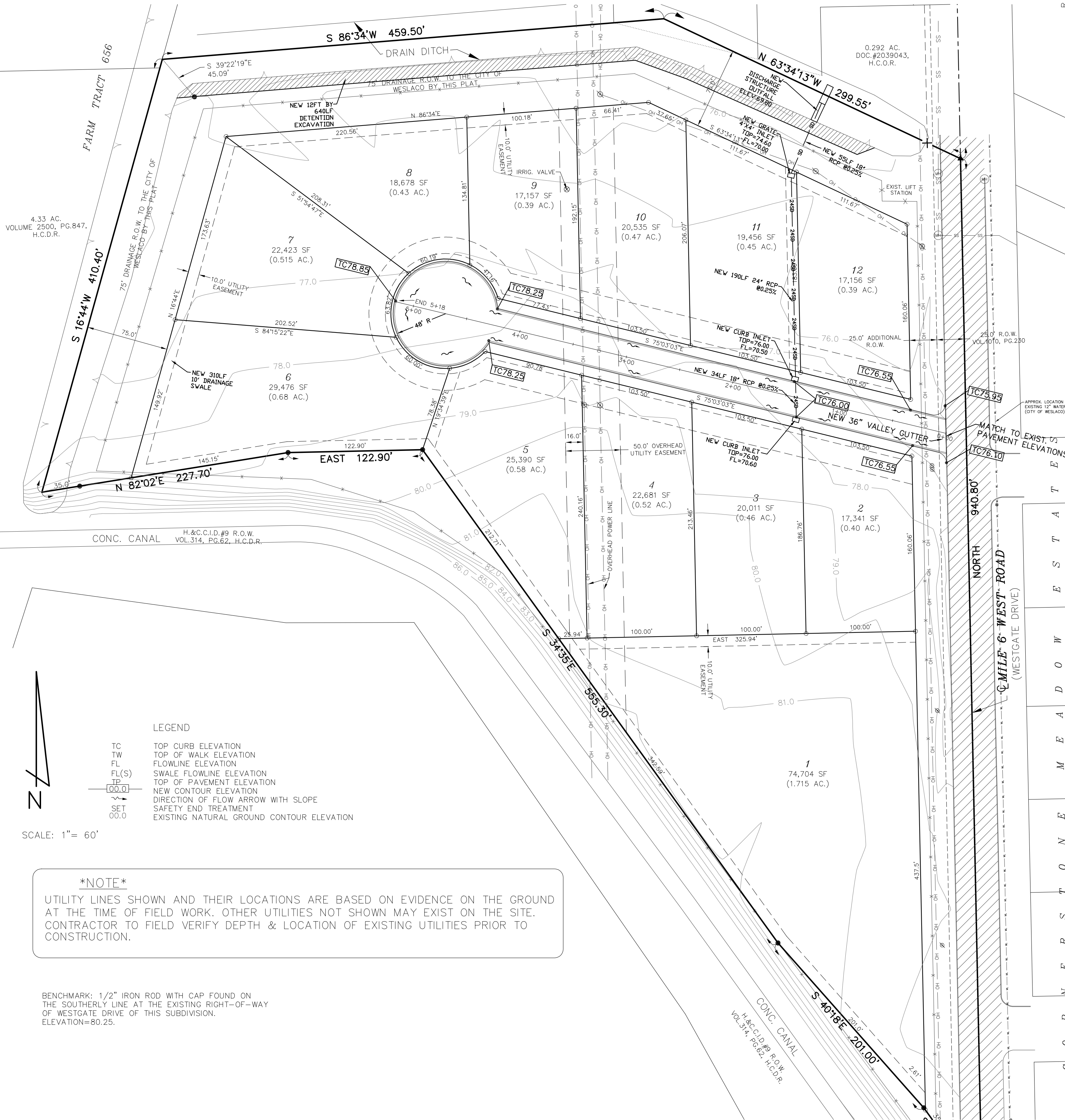
- A. 5" CLEAR OPENINGS.
B. CURB & GUTTER SECTION C.C. MANHOLE RING & COVER SHALL BE ALAMO 860-22 OR EQUAL 20, 3/8".
D. DEPRESS 2" BELOW NORMAL GUTTER.
E. ALL REINFORCING NO.4 BARS 12" O.C.E.W.



TYPICAL 12' DITCH- DETENTION EXCAVATION SECTION

N.T.S.

PAVING, GRADING & DRAINAGE PLAN LAYOUT



- LEGEND
TC TOP CURB ELEVATION
TW TOP OF WALK ELEVATION
FL FLOWLINE ELEVATION
FL(S) SWALE FLOWLINE ELEVATION
TP TOP OF PAVEMENT ELEVATION
NEW CONTOUR ELEVATION
DIRECTION OF FLOW ARROW WITH SLOPE
SAFETY END TREATMENT
EXISTING NATURAL GROUND CONTOUR ELEVATION

SCALE: 1"= 60'

NOTE

UTILITY LINES SHOWN AND THEIR LOCATIONS ARE BASED ON EVIDENCE ON THE GROUND AT THE TIME OF FIELD WORK. OTHER UTILITIES NOT SHOWN MAY EXIST ON THE SITE. CONTRACTOR TO FIELD VERIFY DEPTH & LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

BENCHMARK: 1/2" IRON ROD WITH CAP FOUND ON THE SOUTHERLY LINE AT THE EXISTING RIGHT-OF-WAY OF WESTGATE DRIVE OF THIS SUBDIVISION. ELEVATION=80.25.

ROBLES ENGINEERING, LLC
FIRM NO. F-17391
PHONE (956) 968-2422
FAX (956) 969-2011
PO BOX 476
HUNTSVILLE, TX 75846
WESLACO, TEXAS 75786

OAK PARK SUBDIVISION
WESLACO, TEXAS

ENGINEER: R.R.
DESIGNER:
SURVEYOR:
DRAWN BY:
JOB NO.: 173-22
DATE: 12-23-22
REVISIONS:

FOR REVIEW ONLY

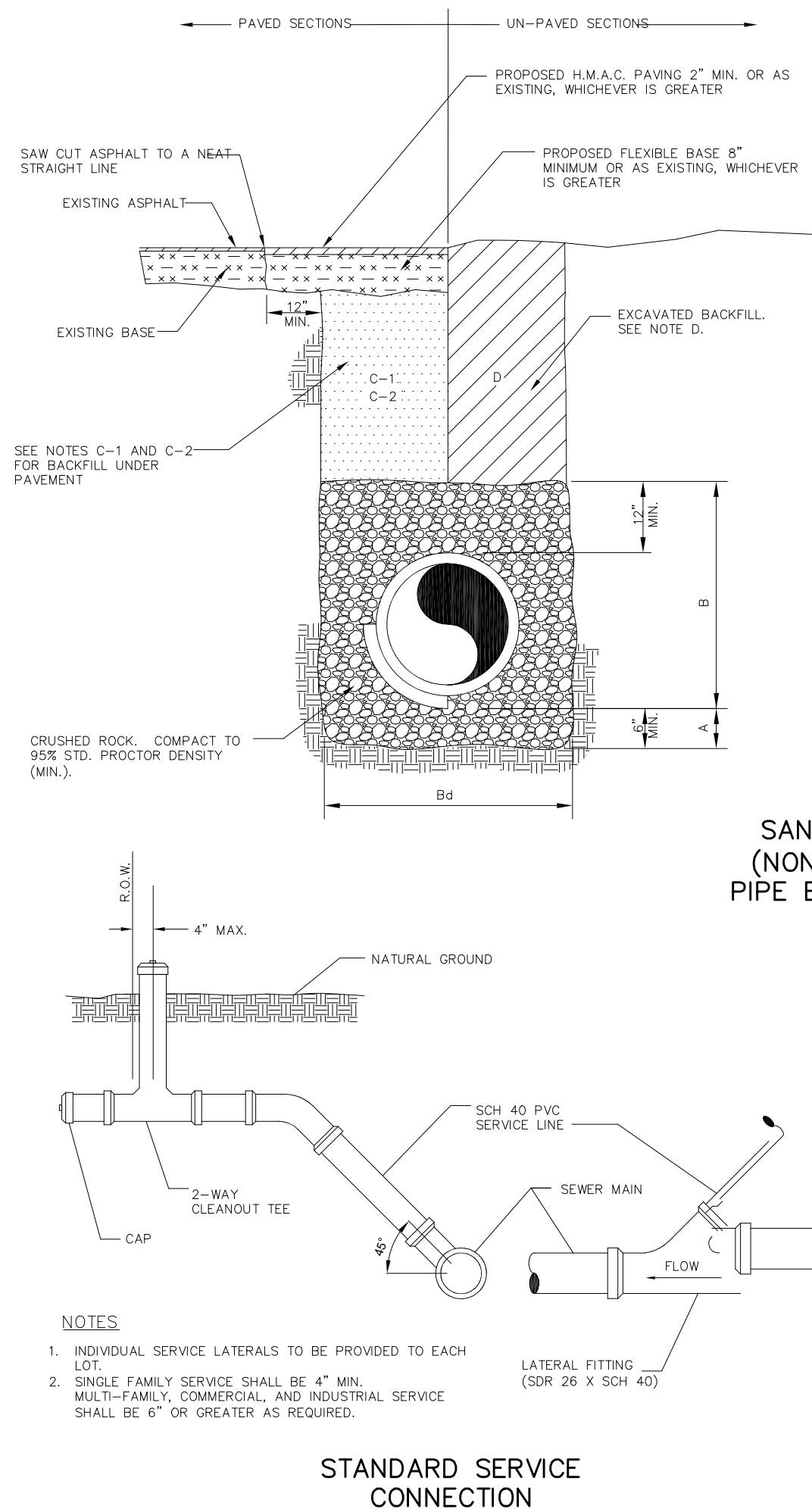
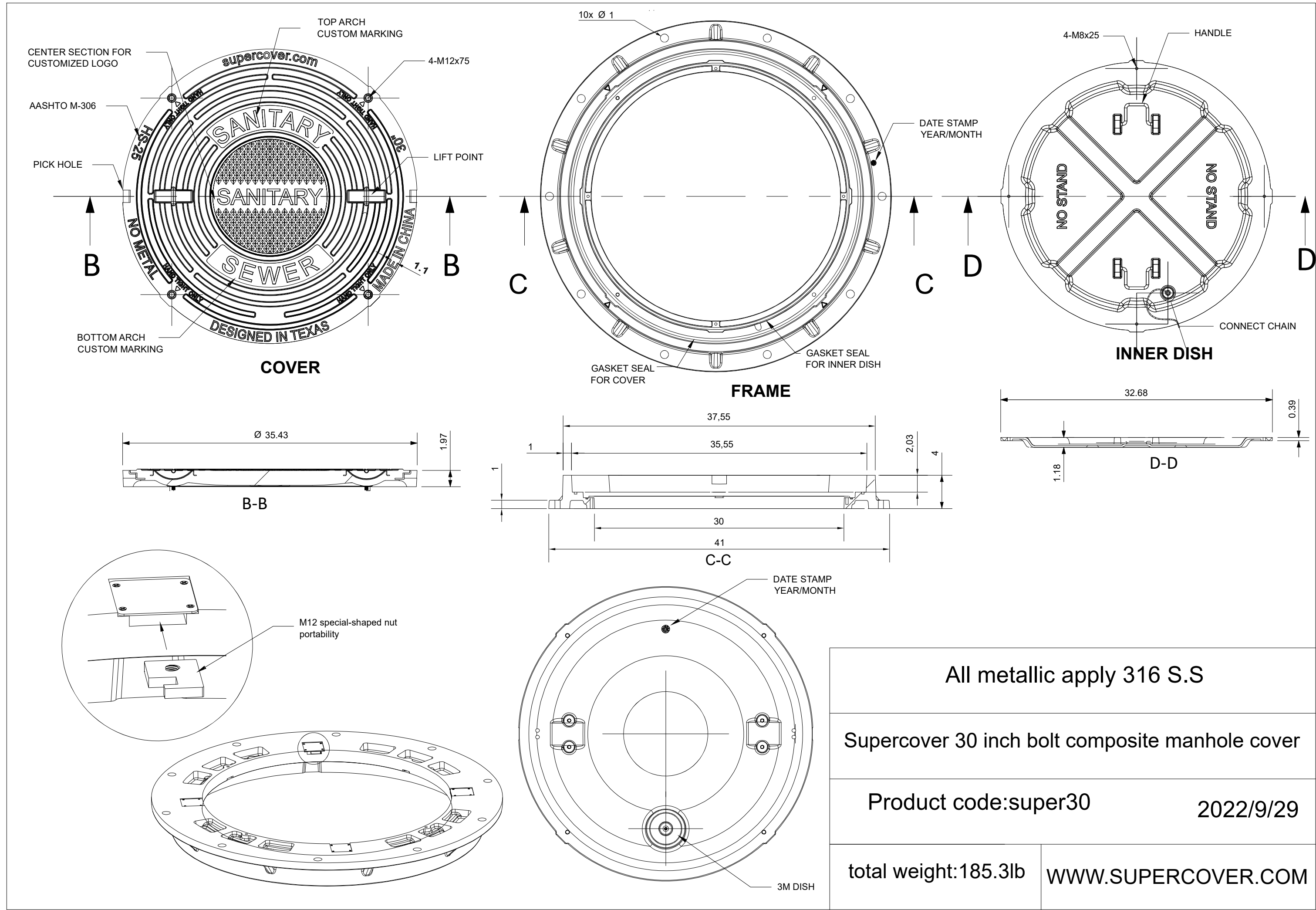
SEAL:

PRELIMINARY- FOR REVIEW ONLY

SHEET TITLE:

SHEET NO.

2



GENERAL NOTES:

A. CRUSHED ROCK BEDDING PLACED, HAND LEVELED, AND COMPACTED BEFORE PIPE IS LAID, UP TO BOTTOM OF PIPE (MIN. THICKNESS = 6").

B. CRUSHED ROCK BACKFILL PLACED AND COMPACTED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 12" ABOVE THE TOP OF PIPE. WORK IN UNDER PIPE HAUNCHES AND COMPACT BY HAND TO SPRING LINE. USE VIBRATORY-TYPE COMPACTORS FOR LIFTS ABOVE THE SPRING LINE. MAXIMUM 6" LIFTS.

Bd. MINIMUM TRENCH WIDTH: PIPE O.D. + 16" (FOR 16" PIPE AND SMALLER); PIPE O.D. X 1.25 + 12" (FOR 18" PIPE AND LARGER).

C-1 (CITY STREETS, PARKING AREA, AND DRIVEWAYS) SELECT EXCAVATED BACKFILL MECHANICALLY COMPACTED TO 98% STANDARD PROCTOR DENSITY IN 8" MAX. LIFTS.

C-2 (STATE MAINTAINED ROADWAY) SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED TO 98% STANDARD PROCTOR DENSITY.

D. EXCAVATED EARTH BACKFILL MECHANICALLY COMPACTED IN 12" MAX. LIFTS. MINIMUM STANDARD PROCTOR DENSITY: 90% OUTSIDE RIGHT OF WAY; 98% INSIDE RIGHT OF WAY.

EMBEDMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM D 2321. EMBEDMENT MATERIAL SHALL BE CLASS 1A (CRUSHED ROCK) OR 1B (CRUSHED ROCK-SAND MIXTURE) WITH LESS THAN 50% PASSING A No. 4 Sieve.

MAXIMUM 3/4" SIZE FOR PIPE SIZE = 12" GREATER THAN 90% OF CRUSHED ROCK SHALL HAVE AT LEAST THREE BROKEN FACES. NO MORE THAN 2% UNBROKEN FRACTION ALLOWED.

IN SATURATED OR UNSTABLE SOILS, EMBEDMENT SHALL BE CLASS 1B ONLY (SEE SPECIFICATIONS FOR GRADATION REQUIREMENTS).

WHERE THIS STANDARD CONFLICTS WITH THE RECOMMENDATION OF ANY GEOTECHNICAL REPORT, OBTAIN WRITTEN CLARIFICATION FROM THE UTILITY ENGINEER PRIOR TO CONSTRUCTION.

FOUNDATION PREPARATION USING COBBLES, GRAVEL, CEMENT STABILIZATION, OR OTHER METHODS AS APPROVED BY THE ENGINEER SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 6" MAXIMUM LIFTS. STRUCTURE BACKFILL MATERIAL SHALL BE SAND.

NOTES:

1. ALL INVERT CHANNELS ARE TO BE CONSTRUCTED FOR SMOOTH FLOW WITHOUT OBSTRUCTION.

2. PROPERLY SHAPED SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS TO PROVIDE FOR SMOOTH FLOWS.

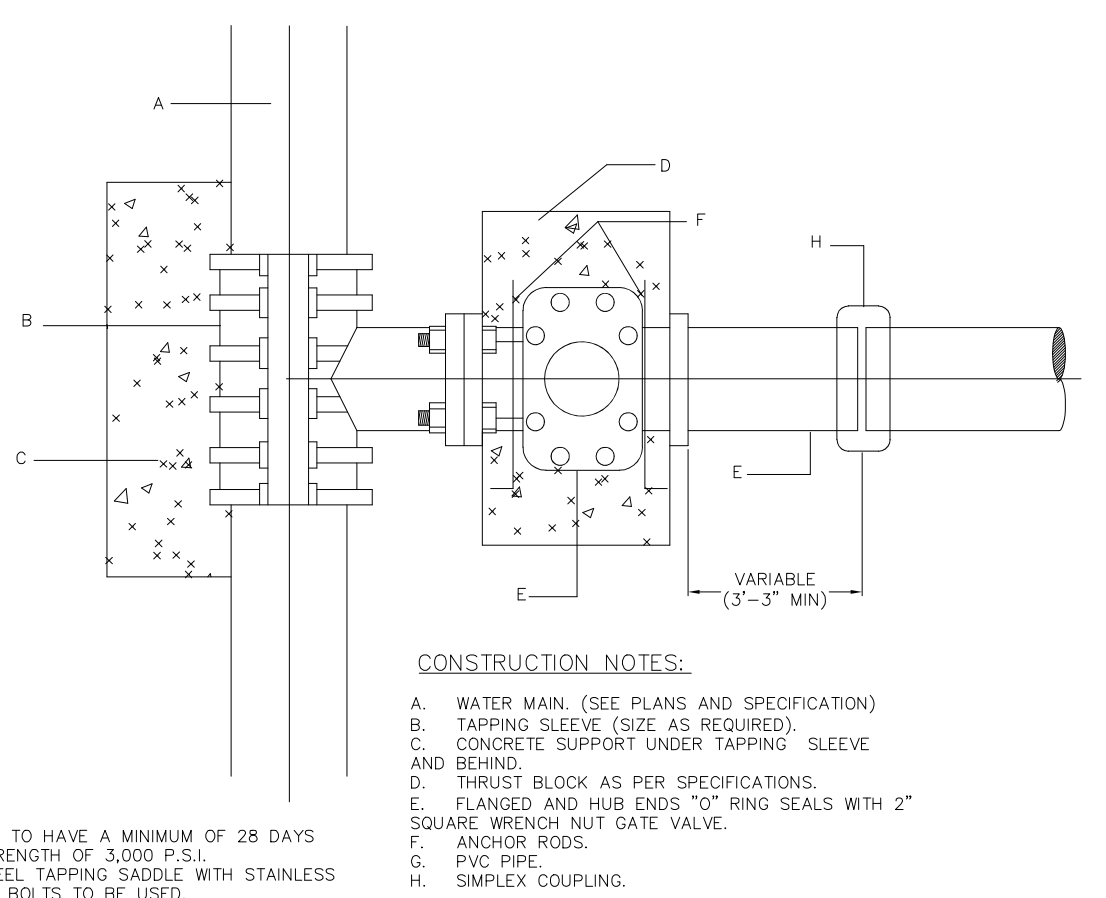
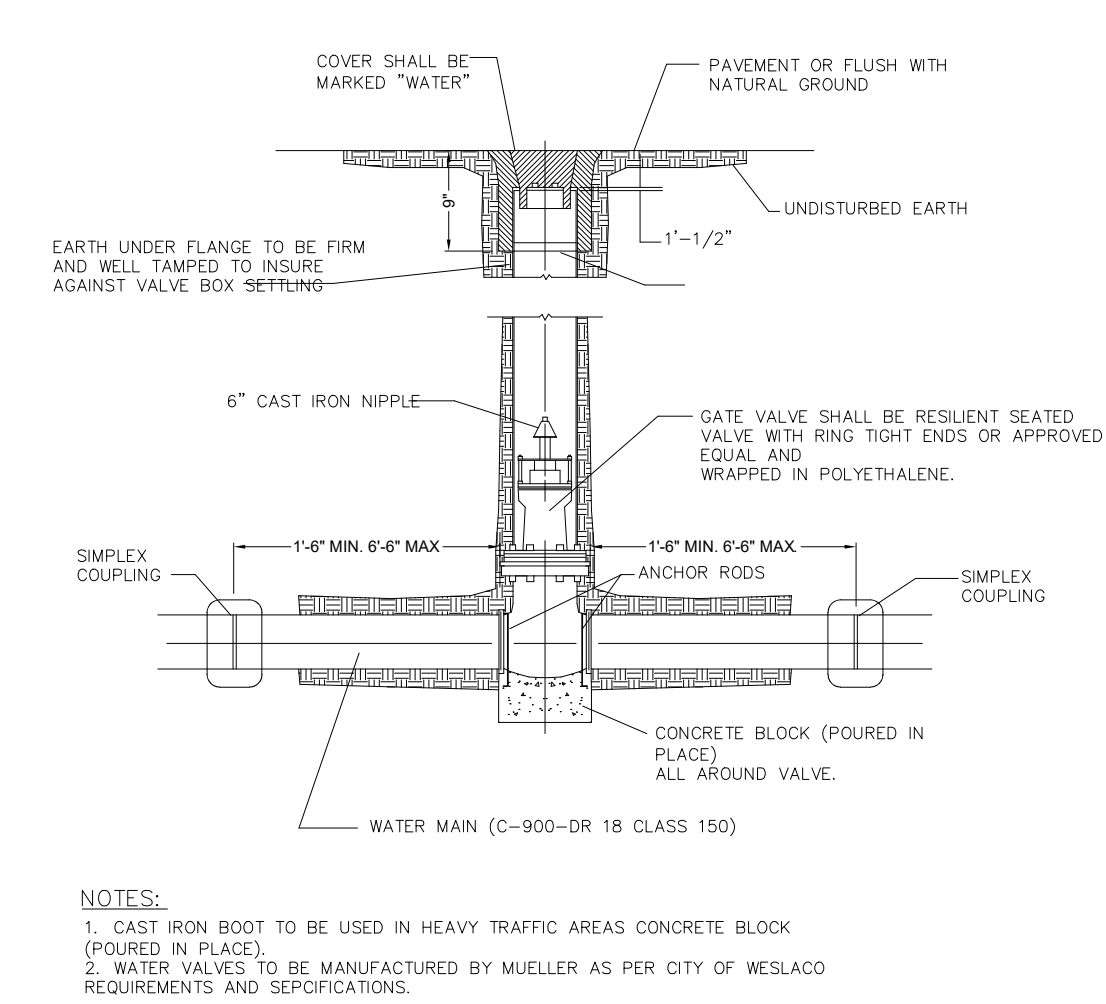
3. SERVICE LATERALS SHALL NOT ENTER MANHOLES UNLESS SPECIFIED ON PLANS AND THEN MUST BE TREATED AS MAINS (ELEVATIONS SHOWN, PRECAST HOLE, FLOW CHANNEL).

4. APPROVED PRECAST CONCRETE OR FIELD INSTALLED CONCRETE FLOW CHANNEL IS REQUIRED.

5. SIDEWALLS OF FLOW CHANNEL SHALL BE AT LEAST HALF OF PIPE HEIGHT AT ALL POINTS.

6. NO INSIDE DROP LARGER THAN 6" SHALL BE ALLOWED WHEN THERE ARE MORE THAN 2 INVERTS OR WHEN THERE IS A CHANGE OF DIRECTION OF FLOW GREATER THAN 45 DEGREES.

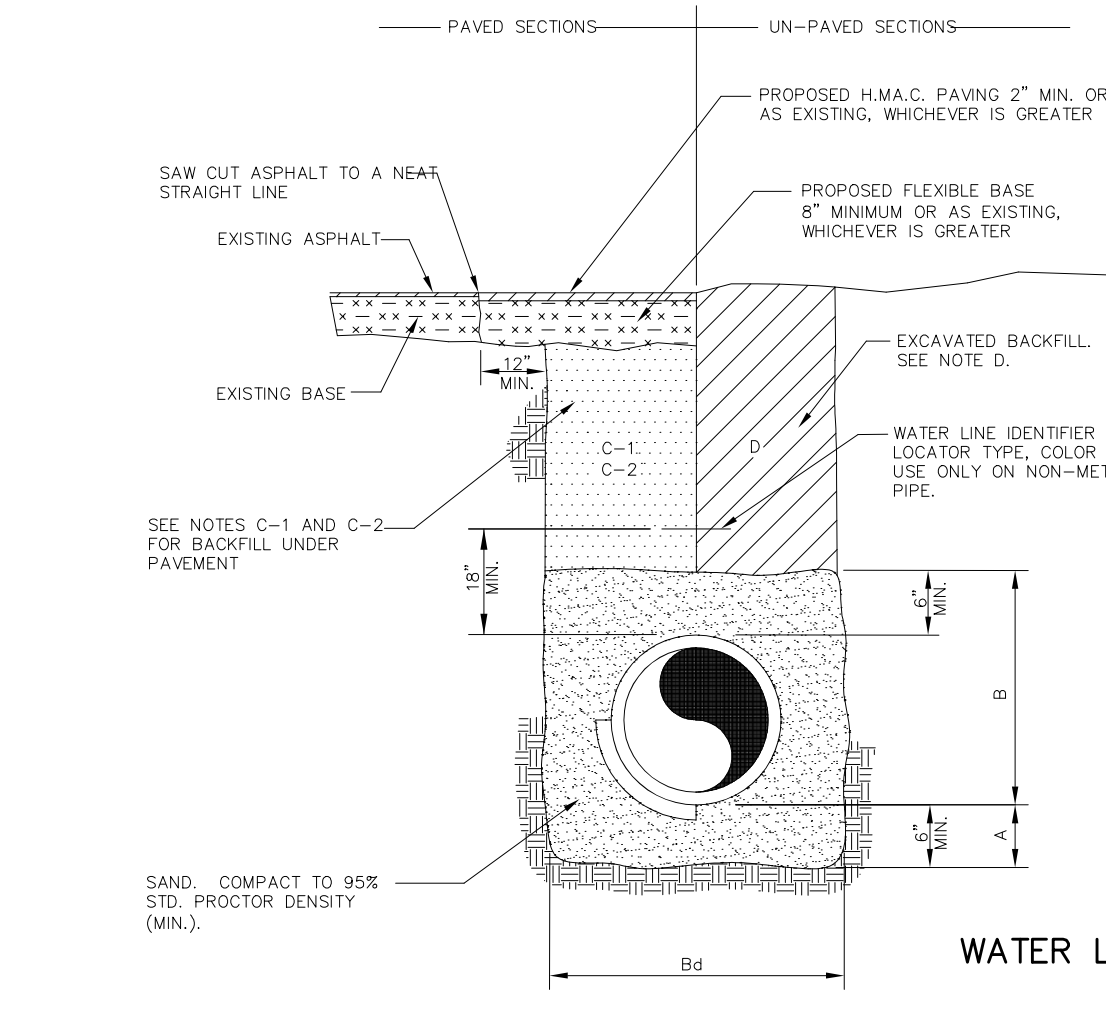
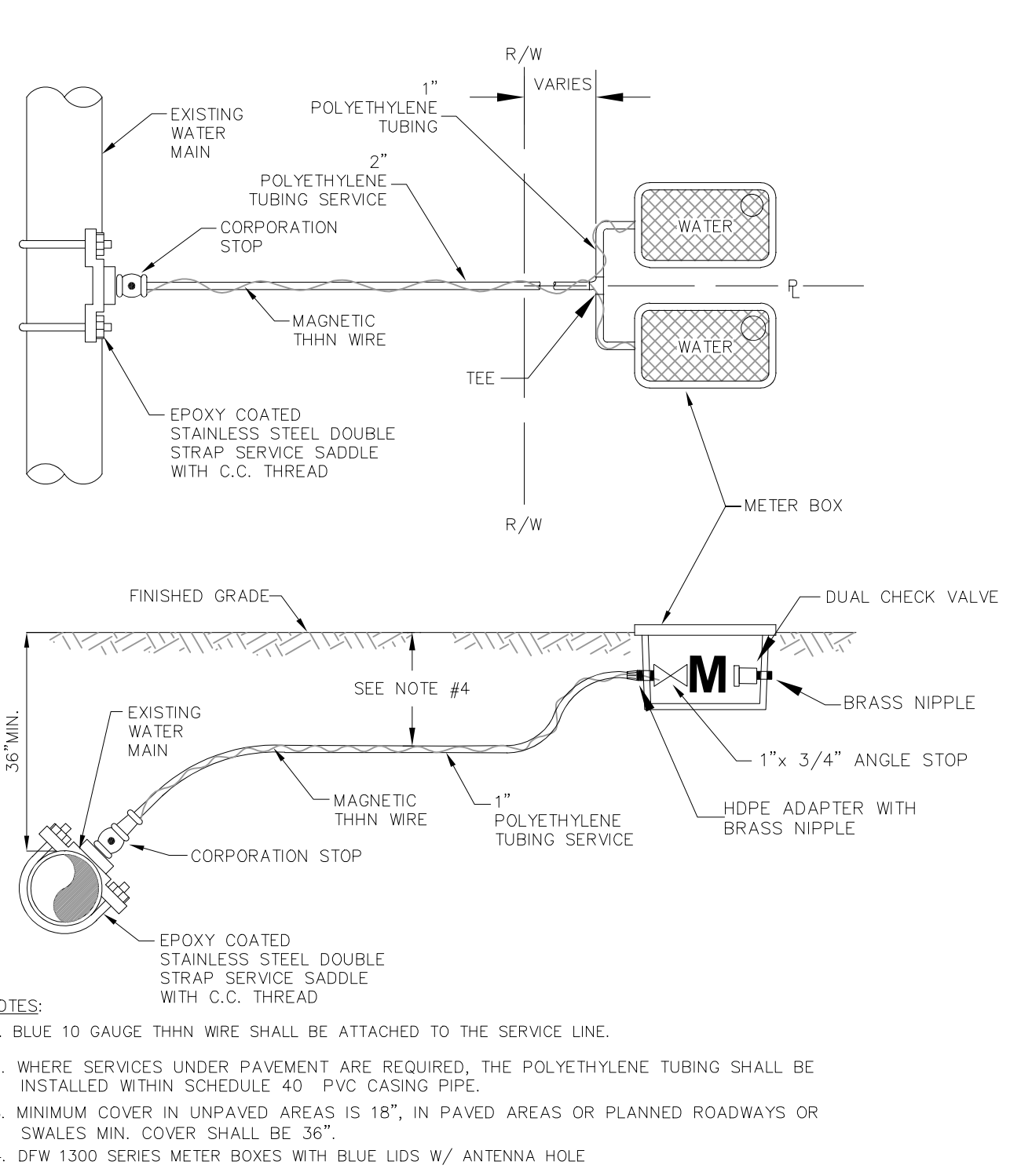
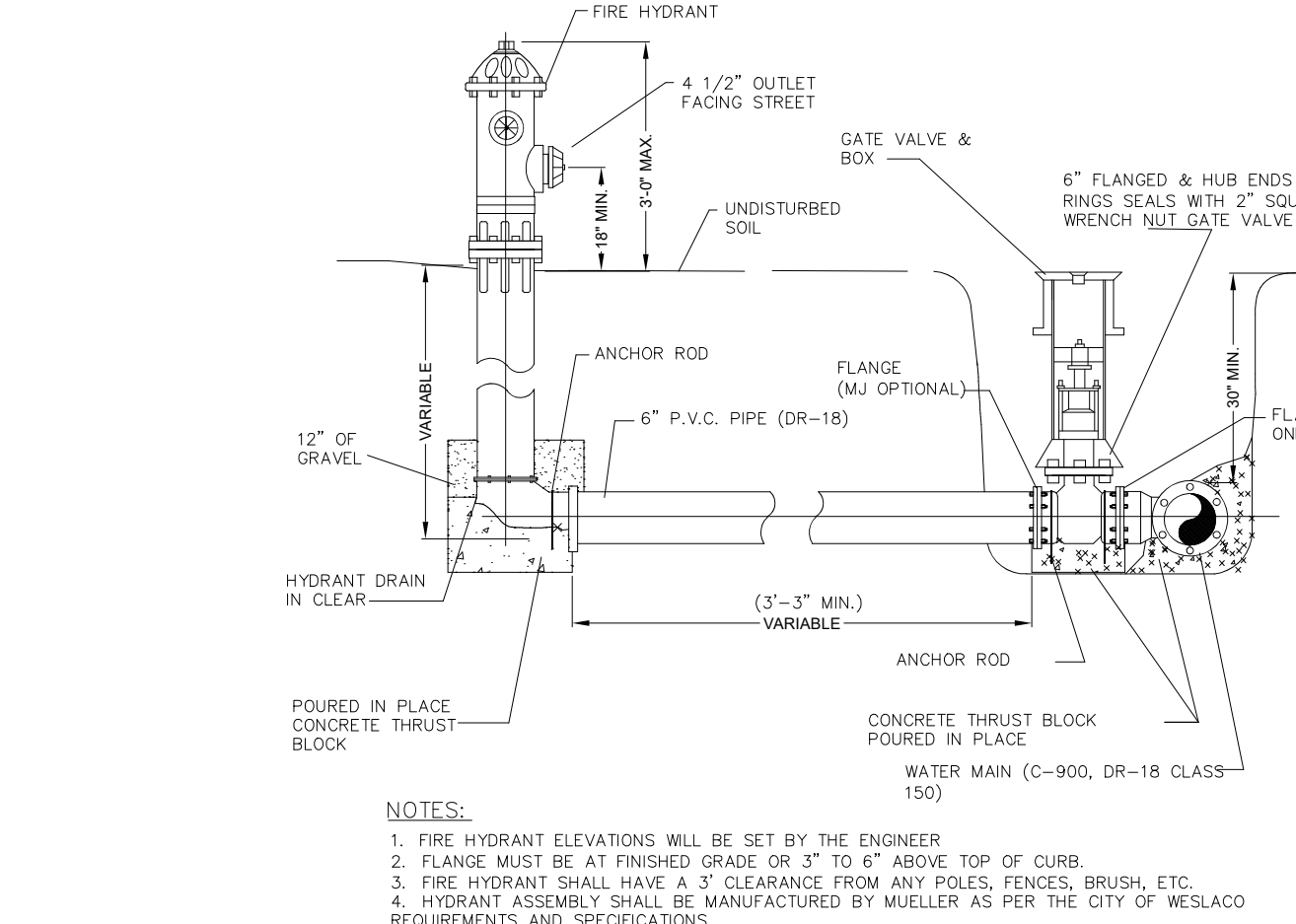
7. THE FIELD APPLIED CORROSION BARRIER SYSTEM SHALL BE INSTALLED AFTER INVERT CHANNEL CONSTRUCTION. THE CORROSION BARRIER SHALL NOT BE APPLIED TO THE FLOW CHANNEL.



GENERAL NOTES:

1. ALL CONCRETE TO HAVE A MINIMUM OF 28 DAYS COMPRESSIVE STRENGTH OF 3,000 P.S.I.

2. STAINLESS STEEL TAPPING SADDLE WITH STAINLESS STEEL NUTS AND BOLTS TO BE USED.



NOTES:

A. SAND BEDDING PLACED, HAND LEVELED, AND COMPACTED BEFORE PIPE IS LAID, UP TO BOTTOM OF PIPE (MIN THICKNESS = 6")

B. SAND BACKFILL PLACED AND COMPACTED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 6" ABOVE TOP OF PIPE. WORK IN UNDER PIPE HAUNCHES AND COMPACT BY HAND TO SPRING LINE. USE VIBRATORY-TYPE COMPACTORS FOR LIFTS ABOVE THE SPRING LINE. MAXIMUM 6" LIFTS.

Bd. MINIMUM TRENCH WIDTH: PIPE O.D. + 16" (FOR 16" PIPE AND SMALLER) OR PIPE O.D. X 1.25 + 12" (FOR 18" PIPE AND LARGER)

C-1 (CITY STREETS, PARKING AREA, AND DRIVEWAYS) SELECT EXCAVATED BACKFILL MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 8" MAX LIFTS.

C-2 (STATE MAINTAINED ROADWAY) SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED TO 95% STANDARD PROCTOR DENSITY.

D. EXCAVATED EARTH BACKFILL MECHANICALLY COMPACTED IN 12" MAX LIFTS. MINIMUM STANDARD PROCTOR DENSITY: 90% OUTSIDE RIGHT OF WAY; 95% INSIDE RIGHT OF WAY.

EMBEDMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM D 2321. EMBEDMENT MATERIAL SHALL BE CLASS CLASS II OR III WITH <50% PASSING A NO.200 SIEVE AND PLASTICITY INDEX <7.

WHERE THIS STANDARD CONFLICTS WITH THE RECOMMENDATION OF ANY GEOTECHNICAL REPORT, OBTAIN WRITTEN CLARIFICATION FROM THE UTILITY ENGINEER PRIOR TO CONSTRUCTION.

FOUNDATION PREPARATION USING COBBLES, GRAVEL, CEMENT, STABILIZATION, OR OTHER METHODS AS DIRECTED BY THE ENGINEER SHALL BE REQUIRED WHEN THE TRENCH BOTTOM IS UNSTABLE.

BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 6" MAXIMUM LIFTS. STRUCTURE BACKFILL MATERIAL SHALL BE SAND.

WATER AND SANITARY SEWER DETAILS AND NOTES

ROBLES ENGINEERING, LLC

FIRM NO. F-17391

PHONE (956) 968-2422

FAX (956) 969-2011

PO BOX 476

INDUWEGUE ST

WESLACO, TEXAS 78596

OAK PARK SUBDIVISION

WESLACO, TEXAS

ENGINEER: R.R.

DESIGNER:

SURVEYOR:

DRAWN BY:

JOB NO.: 173-22

DATE: 12-19-22

REVISIONS:

SEAL:

SHEET TITLE:

SHEET NO.



Standardized Agenda Request Form

Date of Meeting: July 3, 2023		Agenda Item No. (to be assigned by CSO): 2023-6699	
From:			
Subject: Discussion and consideration to approve the Interlocal Agreement between the County of Hidalgo and the City of Weslaco -- Rio Grande Valley Medical Reserve Corp and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Leslie Lugo ANTONIO LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: HCHHSD-Business Associate Addendum Template, Interlocal Hidalgo County and City RGV MRC (2)			
Responsibilities upon Approval:			

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("BAA" or "Addendum") to the Underlying Agreement as referenced below is made and entered into as of the ____ day of _____, 20__ (the "Effective Date"), by and between the **County of Hidalgo, Texas by and through the Hidalgo County Health and Human Services Department** ("Covered Entity") and _____ ("Business Associate") (as defined below and collectively the "Parties") to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 subparts A and E ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the modifications to HIPAA provided by Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, known as The Health Information Technology for Economic and Clinical Health, Act 42 U.S.C. §3000 et. seq., and implementing regulations and guidance, including the regulations implemented in 78 Fed. Reg. 5566 (January 25, 2013).

WHEREAS, Covered Entity and Business Associate have entered or are entering into an Agreement (the "**Underlying Agreement**") by which the Covered Entity has engaged Business Associate to perform services;

WHEREAS, Covered Entity possesses and is permitted to manage Protected Health Information (PHI) that is protected under HIPAA, House Bill 300 (HB 300)¹ and the HIPAA Regulations, HITECH Act and state law, including the Texas Medical Records Privacy Act (MRPA)², and Parties desire to comply with the privacy and security protections contained therein;

WHEREAS, Business Associate may receive such information from Covered Entity, or create, receive, maintain or transmit such information on behalf of Covered Entity, in order to perform certain of the services under the Underlying Agreement;

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Protected Health Information;

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity; and

WHEREAS, parties desire and agree to enter into this Addendum to the Underlying Agreement.

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

A. Definitions. For purposes of this BAA:

1. **"Business Associate"** shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the person or entity indicated above.
2. **"Covered Entity"** shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the County of Hidalgo
3. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR § 164.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
4. **"HIPAA Rules"** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules and amendments codified and promulgated at 45 CFR Parts 160, 162, and 164 and the HITECH Act.
5. **"Protected Health Information"** or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 164.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
6. **"Required By Law"** shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
7. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.
8. **Breach** shall have the meaning given such term under 45 C.F.R. § 164.402 as such regulation is revised from time to time.
9. **Breach of System Security** means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Sensitive Personal Information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.
10. All other capitalized terms used in this Addendum shall have the meanings set forth in the applicable definitions under the HIPAA Rules and the HITECH Act, as amended.

B. Obligations and Activities of Business Associate

¹ House Bill 300 passed by Texas Legislature on September 1, 2012, to enhance safeguards for Protected Health Information (PHI).

² Texas Medical Records Privacy Act, codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code.

1. Business Associate agrees to not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.
2. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent the use or disclosure of PHI other than as provided for by this BAA. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
3. Business Associate shall have procedures in place to mitigate and agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
4. Business Associate agrees to report immediately, but no later than three (3) days, to Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Breach notification will be written in plain language and will include, to the extent possible or available, the following:
 - a. The identification of the individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach;
 - b. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach;
 - c. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - d. Any steps Individuals who were subjects of the Breach should take to protect themselves from potential harm that may result from the Breach;
 - e. A brief description of what Business Associate is doing to investigate the Breach, to mitigate the harm to individuals, and to protect against further Breaches; and
 - f. Contact procedures for individuals to ask questions or learn additional information, including a toll free telephone number, an email address, Web site, or postal address.
5. Business Associate will pay or reimburse Covered Entity for all costs and penalties incurred by Covered Entity in connection with any incident giving rise to a Breach of PHI and/or a Breach of System Security, including without limitation all costs related to any investigation, any notices to be given, reasonable legal fees, credit monitoring (where applicable), and other efforts to mitigate the harm to Individuals or other actions taken to comply with HIPAA, the HITECH Act, or any other applicable law or regulation, where (i) the PHI was in the custody or control of Business Associate when the Breach of PHI and/or Breach of System Security occurred, or (ii) the Breach of PHI and/or Breach of System Security was caused by the negligence or wrongful acts or omissions of Business Associate and its employees, directors, officers, subcontractors, agents or other members of its workforce.
6. Business Associate agrees to ensure that any agents or subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
7. Business Associate agrees to provide access, at the request of Covered Entity, in a reasonable time and manner, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 CFR § 164.524.
8. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner.
9. Business Associate agrees to make internal practices, books, and records including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner, for the purpose of permitting the Secretary to determine Covered Entity's compliance with the HIPAA Rules.

10. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
11. Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time, information collected in accordance with Section B.(10) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
12. Business Associate agrees, to the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
13. Training. Business Associate shall provide such training in the privacy and security of PHI to its Workforce (as that term is defined by 45 C.F.R. § 160.103) as is required for Business Associate's compliance with HIPAA, HIPAA Regulations, HITECH, and the MRPA.
14. Sanctions. Business Associate shall apply appropriate sanctions in accordance with Business Associate's policies against any employee, subcontractor or agent who uses or discloses Covered Entity's PHI in violation of this Addendum or applicable law.

C. Permitted Uses and Disclosures of PHI by Business Associate

1. Parties agree to comply with HIPAA, HIPAA Rules, HB 300, the HITECH Act, and the MRPA.
2. Performance of Services. Except as otherwise permitted by this Addendum, Business Associate may create, receive, maintain or transmit PHI on behalf of Covered Entity only in connection with the performance of the services contracted for in the Underlying Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103).
3. Business Associate may only use or disclose PHI as permitted by the HIPAA Rules. Business Associate may use or disclose PHI to perform, manage and administer the activities or services required under the Underlying Agreement or other such arrangement between Covered Entity and Business Associate, including the de-identification of PHI, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.
4. Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
4. Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
5. Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
6. Minimum Necessary. Business Associate shall limit its uses and disclosures of, and requests for, PHI, to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
7. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).
8. Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164, or MRPA, if done by the Covered Entity itself, except for the specific uses and disclosures set forth above.

D. Obligations of Covered Entity

1. Covered Entity shall notify Business Associate of any limitations in its notice(s) of privacy practices in accordance with 45 CFR § 164.520 to the extent that such limitations may affect Business Associate's use or disclosure of PHI.

2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent such changes may affect Business Associate's use and disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

E. Restriction on Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except Business Associate may use or disclose PHI for data aggregation or management and administrative activities of Business Associate.

F. Term and Termination

1. Term. The Term of this BAA and the obligations herein shall be deemed effective on the Effective Date and shall continue unless or until this Addendum terminates, the Underlying Agreement terminates, or the Business Associate has completed performance of the services in the Underlying Agreement, whichever is earlier.
2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the material breach or end the violation and terminate this BAA and Covered Entity's participation in the Addendum if Business Associate does not cure the material breach or end the violation within the reasonable time specified by Covered Entity; or
 - b. Immediately terminate this BAA and Covered Entity's participation in the Addendum if Business Associate has breached a material term of this BAA and a cure is not possible.
3. Effect of Termination.
 - a. Upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 - b. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible, including the need to retain PHI for audit, justification of work product or compliance with pharmacy or other applicable law. Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.
 - c. Injunctions. Covered Entity and Business Associate agree that any violation of the provisions of this Addendum may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to seek an injunction or other decree of specific performance with respect to any violation of this Addendum or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.
 - e. **Indemnification. This indemnification provision is enforceable against the Parties only to the extent authorized under the constitution and laws of the State of Texas. The Parties will indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Addendum or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under MRPA, HIPAA, the HIPAA Rules, and the HITECH Act by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce.**

G. Miscellaneous

1. Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect, or as amended, and for which compliance is required.
2. Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of and changes in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI. This BAA may be amended only in writing when signed by a duly authorized representative of each Party.
3. Survival. The respective rights and obligations of Business Associate under Section F.(3) of this BAA shall survive the termination of this BAA.
4. Interpretation. Any ambiguity in this BAA or in the Underlying Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
5. Conflicts. To the extent that this BAA may conflict with the Underlying Agreement, this BAA shall govern.
6. Governing Law. This Addendum is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Texas without regard to choice of law principles.
7. Notice. Except as may be otherwise specifically provided in this Addendum, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth in the Underlying Agreement with copy to:

The Hidalgo County Health and Human Services Department
Attn: Chief Administrative Officer
1304 S. 25th Ave.
Edinburg, Texas 78539

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

8. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
9. Written Authorization. Nothing in this Addendum shall be construed to require Business Associate to use or disclose PHI without written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.
10. Offshore Work. In performing the functions, activities or services for, or on behalf of Covered Entity, Business Associate shall not, and shall not permit any of its agents or subcontractors who receive Covered Entity's PHI to, transmit or make available any PHI to any entity or individual outside the United States without prior written consent of Covered Entity.
11. Privilege. Notwithstanding any other provision in this Addendum, this Addendum shall not be deemed to be an agreement by Business Associate to disclose information that is privileged, protected, or confidential under applicable law to the extent that such privilege, protection or confidentiality (a) has not been waived or (b) is not superseded by applicable law.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their respective duly authorized representatives in the manner legally binding upon them as of the effective date first written above.

BUSINESS ASSOCIATE:

By: _____
(Authorized Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____

COVERED ENTITY:

THE HIDALGO COUNTY HEALTH AND HUMAN SERVICES
DEPARTMENT

By: _____
(Authorized Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY
OF WESLACO – RIO GRANDE VALLEY MEDICAL RESERVE CORPS**

THIS Agreement is made on this the ____ day of _____, 2023 by and between CITY OF WESLACO, hereinafter referred to as the “City,” and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as the “County” pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq., as follows:

WITNESSETH:

WHEREAS, Weslaco is a city in the County of Hidalgo, State of Texas; and

WHEREAS, County is a “local government” as defined by the Act, and political subdivision of the State of Texas; and

WHEREAS, County has clinical facilities which will serve to provide clinical education for volunteers involved in the City by and through its Hidalgo County Health and Human Services Department (HCHHSD); and

WHEREAS, County will assist in the advancement of medical clinical education and in serving the public purpose of advancing health and safety of the Hidalgo County community as the volunteers are supporting medical clinical services at the County based clinics and benefit the community’s growing medical services field; and

WHEREAS, the City is the overseer, facilitator, sponsor and responsible for the Rio Grande Valley Medical Reserve Corps (hereinafter referred to as RGVMRC) which is organized to improve the health and safety of the community, and as such, the City is authorized to enter into this Agreement; and

WHEREAS, the County and City desire to enter into an agreement in an effort to collaborate in the City’s administration of the RGVMRC and make the most efficient use of their resources for necessary training, networking, and professional development stated herein in the most practicable and efficient manner possible; and

WHEREAS, be it understood that the City is the Sponsoring Institution for the following: training programs, coordinating and or planning events; and

WHEREAS, be it understood that the County has administrative responsibility for events and volunteers; and

WHEREAS, parties shall comply with state, federal, and local laws, including but not limited to County policies and procedures, personnel policy and rules; and

WHEREAS, during such public health clinical education and training, it may be necessary to immunize or treat a large number of people in the area served by the HCHHSD; and

WHEREAS, Mass Medical Readiness for public health response services can be exercised if necessary, with the support of the volunteers; to include Drills, Table-Top Exercises, and/or Full Scale Exercises such as: Operation Border Health Preparedness, South Texas All Hazards Conference; and

WHEREAS, the City and County acknowledge that this exchange of governmental functions or services results in an exchange that fairly compensates the performing parties for the services or functions performed under this Agreement; and

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, the City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The City, by and through RGVMRC, will provide volunteers in patient care training programs the opportunity to participate in on-site educational activities, clinical services, trainings, exercises, and drills which are conducive to the educational competency areas. Any such volunteers and/or City employees will not be considered employees or volunteers of the County.
2. The RGVMRC volunteers shall cooperate in the participation of observing and learning clinical documentation of all examinations, clinical procedures and other clinical services provided at County clinics and/or facilities in accordance with local regulations and bylaws. The ownership and right of control of all reports, records and supporting documents observed and/or prepared in connection with this will belong to Hidalgo County.
3. The County will work with the City to identify and develop a cohesive volunteer structure for the RGVMRC following the MRC core competencies.
4. The Health Insurance Portability and Accountability Act (HIPAA), Texas Medical Rights and Privacy Act, House Bill (HB) 300 and any other related confidentiality laws, regulations and provisions set rules and limitations on who can view and receive an individual's protected health information whether it is verbal, electronic, or written. All applicable confidentiality laws, regulations and provisions will be enforced at all times and RGVMRC will be subject to compliance at all times. Parties will execute and abide by a Business Associate Addendum (BAA) incorporated herein as an additional document for all purposes.
5. RGVMRC shall provide adequate parking and work space, shall take reasonable steps to ensure the safety of the volunteers during assignments.

6. The provisions of the Mass Medical Readiness portion of this Agreement shall go into effect upon declaration of an emergency, and only if the Director of the Health and Human Services Department or the Commissioner of Health of the Texas Department of State Health Services declare that a large-scale immunization or treatment is necessary as a control measure for an outbreak of a communicable disease.
7. County agrees to supply all materials provided by Strategic National Stockpile (SNS) (vaccines, antibiotics, antitoxins, antivirals, syringes, etc.) and forms necessary to administer during an emergency.
8. County shall be responsible for the disposal of medical waste.
9. RGVMRC agrees to provide preparedness and response training at no cost.
10. City agrees to participate in exercises, drills, and emergencies.
11. The City agrees to grant the County Social Media accounts access, to further outreach in the community in regards to the RGVMRC.
12. In a non-emergency declaration, the City may support in the provision of medical services (injections, administer prophylaxis, provide medical care instructions) or non-medical services (assist with administrative duties such as registering patients, data entry, etc.). Just-In-Time training will be provided to the volunteers by the RVGMRC.
13. The City agrees to assist County with no expectancy of fiscal exchange and vice-versa.
14. The parties understand and agree that in the event of mass medical response, under this Interlocal Cooperation Agreement it will be related to Homeland Security, as it is defined in Local Government Code Section 421.001 and City with any or all related administrators, instructors, and/or fellows (trainees) and volunteers shall be immune from civil liability for any act or omission resulting in death, damage or injury while acting in good faith and in the course and scope of its function to provide a service related to a Homeland Security Activity as defined in accordance with Government Code Section 421.062.
15. For purposes of this Agreement and in accordance with Government Code Section 421.062, "Homeland Security Activity" means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
- 16. Term.** This Agreement becomes effective as of the day and year first written above for a period of five (5) years and may be renewed for a period of two (2) additional one (1) year terms by written amendment signed by both parties.

17. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
18. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
19. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.
20. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City of Weslaco:

City of Weslaco
Attention: Mayor
255 S. Kansas Ave.
Weslaco, TX 78596

If to County:

Hidalgo County
Attention: County Judge
100 East Cano St. 2nd Floor
Edinburg, TX 78539

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

21. **Indemnification.** To the extent authorized by the Constitution and the laws of the State of Texas, the City shall indemnify and hold harmless Hidalgo County, its elected

- officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Hidalgo County arising out of, resulting from, or connected with acts or omissions by the City, its agents or employees, under this Agreement.
22. **Immunities.** Neither Hidalgo County nor the City of Weslaco, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that Hidalgo County and the City of Weslaco have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.
23. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
24. **Assignment.** This Agreement shall not be assignable.
25. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
26. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
27. **Authority to Execute.** The execution and performance of this Agreement by RGV College and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.
28. **Performance of Governmental Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
29. **Liabilities.** Each party to this agreement shall have no liability for the actions and omissions of an employee or volunteer for the other party, regardless of where the acts or omissions occurred. Each party is solely responsible for the actions and omissions of its own employees or volunteers, officers and agents. Liability, if any, shall be borne by each party in accordance with the applicable laws of the United States and of the State of Texas, subject to all defenses and immunities. These provisions are solely for the benefit of the parties to this agreement and not for the benefit of any person or entity not a party hereto, nor shall any provision herein be deemed a waiver of any defenses available by law. This Agreement is not intended to extend the liability of the Parties

- beyond that provided by law. Neither the City nor County waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.
30. **Additional Documents.** The Parties agree that they will abide by the Business Associate Addendum and use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
 31. **Non-Discrimination.** The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or the City and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
 32. **Commitment of Current Revenues.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.
 33. **Liability Insurance.** Each party will maintain general liability insurance and workers compensation insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees and volunteers, with each party being responsible for coverage of its employees and volunteers.
 34. **No Agency Relationship.** Neither party is a volunteer, employee, agent, partner, or joint venture of the other. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Agreement.
 35. **Financial Responsibility.** Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this Agreement.
 36. **Governing Law.** 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.
 37. **Termination.** Either party may terminate this Agreement by providing thirty (30) days written notice of termination to the other party. County may terminate this Agreement for cause, default, or negligence on the City's part at any time without thirty (30) days advance written notice. County may, at its option, allow the City a reasonable time to cure the default before termination.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF WESLACO

By: _____
David Suarez, Mayor

ATTEST:

By: _____
Norma A. Cantu, City Secretary

APPROVED BY COMMISSIONERS' COURT ON _____
Agenda Item No. _____

HIDALGO COUNTY, TEXAS

By: _____
Richard Cortez, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: _____
Robert Viña, III, Assistant District Attorney



Standardized Agenda Request Form

Date of Meeting: July 3, 2023		Agenda Item No. (to be assigned by CSO): 2023-6662	
From: ROBERT LOPEZ			
Subject: Discussion and consideration to approve the purchase of storage shelves from several vendors: Gateway Southwest Solutions Storage Equipment Buy Board Contract #656-21 for \$56,408.72 (Proposal 23-1366LS-R2, 23-1068L-R2, 23-1410LS-R1), Mega Racks LLC for \$16,384.99, Home Depot (local vendor) for \$1,439.00, and Nationwide Shelving GSA Contract #GS-25F-0084M for the amount of \$22,629.00 for a total amount of \$96,861.71 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)			
Background: New Police Department Shelving			
Funding Source (budget code, if applicable):			
Amount: \$96,861.71		Term of Impact:	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend Approval			
Attachments, if any: New PD Shelving			
Responsibilities upon Approval:			

C10



COMMERCIAL FURNITURE & DESIGN INNOVATIONS
315 S. CLOSNER BLVD.

EDINBURG, TX 78539

LETICIA SAENZ

ACCOUNT MANAGER

LETICIA@GATEWAYP.COM

PH: 956-383-3861 FAX:

SOUTHWEST SOLUTIONS CABINET

#3/BUYBOARD #656-21

CITY OF WESLACO/POLICE DEPT

BROOKS DITTO

302 S. BRIGE AVE.

WESLACO TX

78596

Quote # 23-1410LS-R1

Proposal

Date: 6/29/2023

PURCHASING:

Please include quote # and contract # on PO (see order notes)

Item	MFG	Qty	Product	Sell Price: Per Unit	Sell Price: Extended
1	SWS	1	120617-1 SouthWest Solutions, Two Weapons Racks	\$5,997.97	\$5,997.97
				Subtotal	\$5,997.97
1) UWR2 cabinet, dimension 42 3/8" W x 16 1/8" D With 6 weapon supports and 1/3 Vertical Bin System contains with 6 shelves. Includes transport handles &					
2	ZZZ	1	INSTALL Rec/Del/Install during normal business hours M-F 8a-5p.	\$250.00	\$250.00
				Subtotal	\$250.00
Total:					\$6,247.97

Quentin



COMMERCIAL FURNITURE & DESIGN INNOVATIONS
315 S. CLOSNER BLVD.
EDINBURG, TX 78539
LETICIA SAENZ
ACCOUNT MANAGER
LETICIA@GATEWAYP.COM
PH: 956-383-3861 FAX:

**SOUTHWEST SOLUTIONS STORAGE
EQUIPMENT/BUYBOARD#656-21**

CITY OF WESLACO/POLICE DEPT
BROOKS DITTO

302 S. BRIGE AVE.

WESLACO TX 78596

Quote # 23-1366LS-R2

Date: 6/29/2023

PURCHASING:
Please include quote # and contract
on PO (see order notes)

Item	MFG	Qty	Product	Sell Price: Per Unit	Sell Price: Extended
1	SWS	1	120617-1AB 15 Uniform - 4-post and Case Shelving - Each of Dimensions 48" Width x 24" Depth x 97 1/4' Height with single adjustable opening at the top, and hanger rail and the lower half of the shelf. 8 - Single Faced Closed Upright section - Each Dimensions 48" Width x 15" Depth x 48 1/2" Height with single adjustable opening. 2 Ammo - Wide Span Heavy duty Each Dimensions 76 3/4" W x 42 13/16"D x 72"H with waterfall wire shelf. EWR QTY - 3 Each dimensions of 34"W X 15"D X 84" H with single shelf , storage box, pistol peg with mag s and Taser Pac Hallowell QTY - 2 Each cabinet is 36" w x 24" d x 78" h with 4 shelves, heavy duty, welded cabinets with dor	\$30,596.01	\$30,596.01
2	SWS	1	120617-1 Weapons Rack 1) UWR2 cabinet , dimension are 42 3/8" W x 16 1/8" With 6 weapon supports and 1/3 Vertical Bin System contains with 6 shelves. Includes transport handles :	\$5,997.97	\$5,997.97
Subtotal					\$36,593.98
ZZZ					
3	ZZZ	1	INSTALL Rec/Del/Install during normal business hours M-F 8a-5p.	\$8,910.00	\$8,910.00
Subtotal					\$8,910.00
Total:					\$45,503.98

Patrol



COMMERCIAL FURNITURE & DESIGN INNOVATIONS
315 S. CLOSNER BLVD.

EDINBURG, TX 78539

LETICIA SAENZ

ACCOUNT MANAGER

LETICIA@GATEWAYP.COM

PH: 956-383-3861 FAX:

UNIFORMS SHELVING/BUYBOARD

#656-21

CITY OF WESLACO/POLICE & FIRE

SARGEANT BROOKS DITTO

300 SOUTH BRIDGE

WESLACO TX

78596

Quote # 23-1068L-R2

Date: 6/29/2023

PURCHASING:

Please include quote # and contract
on PO (see order notes)

Proposal

Item	MFG	Qty	Product	Sell Price: Per Unit	Sell Price: Extended
1	SWS	1	120617 -2C Weapon rack	\$4,406.77	\$4,406.77
				Subtotal	\$4,406.77
ZZZ					
2	ZGW	1	ZInstall Rec/Del/Install during normal business hours M-F 8a-5p	\$250.00	\$250.00
				Subtotal	\$250.00
Total:					\$4,656.77

UWR1 cabinet , dimension are 42 3/8" Wide x 16 1/2" High
With 15 long guns support. Includes transport handle
Customer is responsible for receipt of freight and insurance



CITY OF WESLACO - PURCHASING QUOTATIONS



Dept. Weslaco Police Department

Date: May 8, 2023

Person Submitting: Chief Joel Rivera

Product Description Brand/Model: Evidence Warehouse Shelves

1. Company: Mega Racks LLC HUB --- Date: May 8, 2023
 Phone No. (956) 616-9262 Person called: Ciro Guerrero
 Address or email ciro.racks@hotmail.com / 5701 S. 23 ST Suite A McAllen, TX
 Price: \$ 16,384.99 Discount (if any) _____ Total: \$ 16,384.99
 Availability & Terms: installation and equipment rental included in quote

2. Company: Russell Industries HUB --- Date: May 8, 2023
 Phone No. (713) 692-7225 Person called: Ann Dotson
 Address or Email: ann@russellindustries.net / 6125 Nordling Road Houston, TX
 Price: \$ 15,639.74 Discount (if any) _____ Total: \$ 15,639.74
 Availability & Terms: installation included, minus forklift rental that is needed for install

3. Company: Warehouse Rack & Shelf HUB --- Date: May 8, 2023
 Phone No. (636) 938-7100 Person called: Matt McNamee
 Address or Email: mmcnamee@rackandshelf.com / 132 Workman Ct. St. Louis, MO
 Price: \$ 16,013.90 Discount (if any) _____ Total: \$ 16,013.90
 Availability & Terms: No installation, and taxes are deducted upon finalization of purchase

Person Obtaining Quote: Carlos G. Servantes

Company Selected (Click Button) 1 ☒ 2 ☐ 3 ☐

Remarks: installation and equipment rental included in quote

****** INSURANCE REQUIREMENTS ******

Companies or Contractors performing work on City of Weslaco Property must provide proof of Insurance to conform to the following provisions and amounts:

> Worker's Compensation	Statutory Limit
> Comprehensive General / Liability Occurrence	\$1,000,000
> Bodily Injury & Property / Damage aggregate	\$1,000,000
> Comprehensive auto	\$1,000,000

****** CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPLE PLACE OF BUSINESS ******

> A business in the City of Weslaco is considered a "Local Vendor" and if a bid or quote is within 5% of other non local vendors, the City may make the purchase with the Local Vendor (271.9051).

****** COMPETITIVE BIDDING IN RELATION TO - HUB - Historically Underutilized Businesses ******

> Purchases of more than \$3,000.00 but less than \$50,000.00 the City of Weslaco has to contact at least two HUB's within the county of Hidalgo based on State Comptrollers Office (252.0215).

<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>

Please contact Purchasing Division for any assistance at 956-447-2240

MEGA RACKS LLC
5701 S 23 ST SUITE A
MC ALLEN, TX 78503 US

Estimate

ADDRESS
WESLACO POLICE DEPARTMENT
901 N Airport Dr.
Weslaco, TX 78596 USA

SHIP TO
Carlos Cervantes
NEW WESLACO POLICE STATION
386 S. Bridge Ave.
Weslaco, TX 78596 USA

ESTIMATE #	DATE	EXPIRATION DATE
3079	05/05/2023	05/19/2023

SALES REP

Ciro Guerrero 956 616 9262

QTY	DESCRIPTION	RATE	AMOUNT
	INTERLAKE MECALUX WIDE SPAN RACKING SYSTEM ---DESCRIPTION--- TOTAL OF 10 SECTIONS 14' TALL 48" DEEP FOR THE MIDDLE RACKS (24" IN RACKS AGAINST THE WALL) 8' WIDE 8 BEAM LEVELS, Approximate spacing between levels: 20" LEVELS WITH GALVANIZED FLAT METAL SHELVES (NO WIRE DECKS) -Metal Shelves are recommended for the use of decals or labels on the front of the beam.		
1	NEW HEAVY DUTY WIDE SPAN RACKS (MATERIAL)	12,950.00	12,950.00
1	INSTALLATION AND ANCHORING	1,350.00	1,350.00
1	FREIGHT TO WESLACO, TX.	1,450.00	1,450.00
60	ANCHOR 1/2" X 3" 3/4	2.75	165.00
1	DRILL BIT 6 "	19.99	19.99
1	SCISSOR LIFT RENTAL	450.00	450.00
LEAD TIME 7-9 WEEKS			
SUBTOTAL			16,384.99
TAX			0.00
TOTAL			\$16,384.99

Accepted By

Accepted Date

TERMS & CONDITIONS

All returns will have a restocking charge of 60% of the purchase.
No warranty on used material.
We are not responsible for bad external installation service.
Credit/debit card payments are subject to 3% fee.

Russell Industries,

6125 Nordling Road
Houston, TX 77076
Phone: 713-692-7225

Estimate

Date	Estimate #
5/8/2023	24373

Bill To		Ship To		
Carlos Servantes 901 North Airport Drive Weslaco, TX 78596 956-968-8591		Carlos Servantes 901 North Airport Drive Weslaco, TX 78596 956-968-8591		
Terms	Referral Source	Ship Via	Status	Rep
Due on receipt	web			AD
Item	Description	Qty	Rate	Total
Steel Shelving-new	16 section with 8 shelves per bay/no particle board NEW Widens Shelving 24"x96"x168" comes with 8 shelves per section 586lbs per shelf/no particle boards	16	706.17	11,298.72
Miscellaneous	Connector plate	42	1.69	70.98
Miscellaneous	Shelving footplates	39	4.36	170.04
Installation	Installation of materials plus travel time Customer will have a forklift for Installation	1	2,700.00	2,700.00
Delivery/ Freight	Delivery, Customer Responsible to Unload Lead time 2 to 3 weeks FOB: Houston, TX	1	1,400.00	1,400.00
Ann	QUOTES ARE GOOD FOR 10 DAYS Ann Dotson 972-523-5322 ann@russellindustries.net		0.00	0.00
Credit Card fee	PICK UP HOURS Monday-Friday 8:00 am to 4:00 pm CLOSED 12:00- 1:00 PM Any Invoice paid by Credit Card will have a convenience fee of 3% for VISA, MASTERCARD, all other cards have a 5% convenience fee.			0.00

Purchased materials returns accepted within 10 days of delivery only with prior written approval by Russell Industries. A 20% restocking fee plus freight cost will apply to all approved returns. In the event your order arrives incomplete or damaged, person receiving materials must state the details of the missing items or defect on the bill of lading prior to signing the bill of lading. A freight claim cannot be filed if the bill of lading does not state the defect or missing items along with a signature. Used materials are sold AS IS WHERE IS with no warranty expressed or implied. Estimates are valid for 10 days and subject to availability and/or prior sale.

Sales Tax (8.25%) \$0.00

Total \$15,639.74

Signature confirms all information is correct and estimate is accepted.

Print Name

Date

Signature

WAREHOUSE RACK & SHELF, LLC

132 Workman Ct. - St. Louis, MO 63025 - 636-938-7100

www.RackandShelf.com

QUOTATION

QUOTE # 195828

DATE 4/28/2023

BILL TO:	City of Weslaco Carlos G Servantes 901 North Airport Drive Weslaco, TX 78596 956-968-8591 ext 2216 cservantes@weslacotx.gov	SHIP TO:	Weslaco Police Department Carlos G Servantes 901 North Airport Drive Weslaco, TX 78596 956-968-8591 ext 2216 cservantes@weslacotx.gov		
PURCH. ORDER #	SHIPPED VIA Best way Prepaid & Add or Customer to Provide Carrier for Transit.	TERMS Will advise	SALESPERSON Matt McNamee (ext. 225)	F.O.B. Dallas, TX 75234 / Rack Dallas, TX 75228 / Wire Deck Chicago, IL 60446 / Prodeck	EST. LEAD TIME 9 Wks ARO (production)

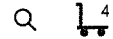
QTY	PART #	DESCRIPTION	UNIT WT (lbs)	UNIT PRICE	AMOUNT
26	TM016206	KI-FR.2.314 G 14' X 24" Teardrop Upright Frame 20,867 lbs. Frame Capacity @ 48" Beam Spacing Galvanized Bracing. Color: Blue	86.2	\$143.83	\$3,739.58
224	U0200338	IK36E F3M- 96" Teardrop Beam 4,170 lbs. capacity per pr. Color: Orange	22.0	\$36.93	\$8,272.32
224	2446F3FC254046S00P	24" d. x 46" w. Flared Wire decking. New. 2,500 lbs. capacity per piece based on evenly distributed load. 2.5" x 4" x 6 ga. wire grid. (3)- 16 ga. steel "Flared Style" channel supports. Fits 1-5/8" step beams, box beams & structural channel beams. 1-1/2" waterfall on front & back. Gray powder coat finish.	9.4	\$17.50	\$3,920.00
4	NDPD502424A20H	20.375" deep (FOR 24" DEEP RACK) x 24" wide x 20 GA PRODECK50 (50% Open Area) Punched Steel Pallet Rack Decking. New. 3500 lbs. (875 psf) capacity/ per piece. One panel consists of (4) - 5.875" wide planks with top connections. Flush Fit Design. Pre-Galvanized Finish. NOTE: Punched open metal decking is designed to fit into the 1-5/8" step of rack beams.	6.7	\$20.50	\$82.00

Special Notes: Due to volatility in steel prices quote valid for 15 days. ALL ORDERS NON-CANCELABLE, NON-RETURNABLE. "IF YOU ARE TAX EXEMPT PLEASE SEND US A COPY OF YOUR TAX EXEMPT OR RESALE CERTIFICATE AND WE CAN REMOVE SALES TAX. Our teardrop uprights with factory bolted bracing utilize grade 5 serrated lock nuts is manufactured to RMI (Rack Manufacturers Institute) specifications. Material based on non-seismic conditions. Capacities are applicable for non-seismic use only. Material based on customer supplied bill of material. This quote has been prepared with the information provided. Please verify that all quoted material meets the required conditions for your application. If seismic conditions apply, verification of capacities must be confirmed with a seismic engineer. If unsure of seismic requirements of site, please contact local building department. Beams adjustable on 2" centers. Capacities are based on 2008 R.M.I and 2001 A.I.S.I specifications. Capacities are based on uniformly distributed loads on a pair of beams. Single rows, if not acceptable height to depth ratio, must be cross aisle tied. Tunnel bays must be interior bays. Uprights must be anchored to the floor. Special manufactured orders require customer to sign off on approval drawings before manufacturing. Special manufactured orders are non-cancelable and non-returnable once ordered. If quantities are reduced, price may change. Freight quotes are only estimates. Firm freight quotes can be given at the time of shipment. Please let us know if you have an installation date scheduled in advance and we will do our best to meet it or let you know if it's not able to be met. Please do NOT have installers arrive until after the material has arrived on your dock. We are not responsible for labor cost associated with scheduled installs based on our estimated lead times. We ship common carrier for lowest freight cost and cannot guarantee delivery dates unless you request an expedited service. Let us know if you would like us to ship expedited delivery. All stock

Material Cost	\$16,013.90
Total Weight	9301.6 lbs
Grand Total Excluding Tax	\$16,013.90



Search



Weslaco 10PM

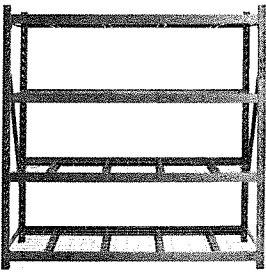
78599

Your Cart (4)

[Share](#)[Remove All Items](#)[Checkout](#)

Pickup

Weslaco (1 item) Curbside Available

**Gladiator** 4-Tier Heavy Duty Welded Steel Garage Storage Shelving Unit (90 in. W x 90 in. H x 24 in. D)Color/Finish: **Hammered Granite**Width x Height x Depth: **90 in W x 90 in H x 24 in D****\$1,439.96**

(\$359.99/item \$449.99)

Save 20%

4

Pickup at Weslaco

Delivering to 78599

Ship to Store**Jun 26 - Jun 29**

173 available

FREE**Delivery****Monday, Jun 26**

173 available

[Save for Later](#)[Save to Favorites](#)[Remove](#)

3 for records
1 janitor

Need Help?

See our online FAQs or phone us:

Online Customer Support: 1-800-430-3376

Major Appliances: 1-877-961-6683

Custom Blinds: 1-800-658-7320

Call 7 days a week - 6 a.m. to 2 a.m. EST

Subtotal**\$1,799.96**

Savings

-\$360.00

Pickup

FREE

Sales Tax (determined in later step)

Total**\$1,439⁹⁶**You Saved **20% Off** Your Item

Have a promo code?

[Checkout](#)

-- or --

Shop All
of 3

Services



DIY

Me
6/16/2023, 5:46 PM



This proposal has been
especially prepared
for
Robert Lopez

Robert Lopez
Weslaco Police Department
Weslaco, TX 78596

June 22, 2023

QUOTE #: **22235MHU**

Dear Robert,

Thank you for the opportunity to present Mobile Shelving for your consideration. At NationWide Shelving we provide the highest quality products and services, and the absolute best value in our industry. Additionally, our sales and installation experts are professionals who have been trained to provide you with the most accurate information and the highest quality installation services in the industry.

TOTAL INVESTMENT: \$22,629.00

Your investment includes:

- Mobile shelving system to match attached drawing
- 8 Shelf levels per section
- 2 Dividers per shelf
- Steel end panels
- Twin ramp (eliminates need for sub-floor)
- Freight
- Installation

GSA Contract #GS-25F-0084M

Delivery and installation approximately 8 weeks.

Chris Rodgers - Chris@NationWideShelving.com

I agree to the terms and conditions.

COMPLETE MY NationWideShelving.com ORDER

Approved By: _____ Date: _____

Chris Rodgers

NationWide Shelving
222 S. Main Street, 5th Floor
Salt Lake City, UT 84101

Visit us at
NationWideShelving.com

Phone: 801-328-8788
Toll Free: 800-326-4403



Standardized Agenda Request Form

Date of Meeting: July 3, 2023		Agenda Item No. (to be assigned by CSO): 2023-6705	
From:			
Subject: Discussion and consideration to authorize negotiations with KSA as the most advantageous firm for the Airport Master Planning Services (RFQ No.: 2022-23-19) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)			
Background: City staff solicited RFQ's for Airport Master Planning Services as per Commission Instruction. The RFQ was posted for 30 days and staff received two packets; one from KSA and one from Solco. Based on the rankings, KSA ranked as the most advantageous. Staff recommends beginning contract negotiations with KSA.			
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: May 2023			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Posted on Bidnet for 30 days.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Airport Master Plan Eval Sheets			
Responsibilities upon Approval: Begin negotiations.			

CITY OF WESLACO

AIRPORT MASTER PLANNING SERVICES - EVALUATION SHEET / RFQ NO.: 2022-23-19

	EVALUATOR	KSA	SOLCO
1. Capability to perform all of the services required for this project and professional qualifications of key personnel assigned to this project relevant to the work to be performed.	MAYOR SUAREZ	25	25
	ANDREW MUNOZ	25	25
	ALBERT ALDANA	23	22
	HOMER RHODES	25	25
	RANDY SUMMERS	25	25
CRITERIA 1 AVERAGE	MAX 25 POINTS	24.60	24.40
2. Recent experience, within the last ten years, in the development of airport plans comparable to the proposed project.	MAYOR SUAREZ	25	25
	ANDREW MUNOZ	25	25
	ALBERT ALDANA	24	23
	HOMER RHODES	25	25
	RANDY SUMMERS	25	24
CRITERIA 2 AVERAGE	MAX 25 POINTS	24.80	24.40
3. Ability to meet the schedules and deadlines of this project and reputation for competence, timeliness, and quality of performance and work product.	MAYOR SUAREZ	23	20
	ANDREW MUNOZ	23	21
	ALBERT ALDANA	24	22
	HOMER RHODES	24	24
	RANDY SUMMERS	23	20
CRITERIA 3 AVERAGE	MAX 25 POINTS	23.40	21.40
4. Proposed Technical Approach and Schedule to Accomplish the Project.	MAYOR SUAREZ	23	21
	ANDREW MUNOZ	23	21
	ALBERT ALDANA	25	20
	HOMER RHODES	25	24
	RANDY SUMMERS	24	23
CRITERIA 4 AVERAGE	MAX 25 POINTS	24.00	21.80
AVERAGE BY EVALUATOR	MAYOR SUAREZ	96.00	91.00
AVERAGE BY EVALUATOR	ANDREW MUNOZ	96.00	92.00
AVERAGE BY EVALUATOR	ALBERT ALDANA	96.00	87.00
AVERAGE BY EVALUATOR	HOMER RHODES	99.00	98.00
AVERAGE BY EVALUATOR	RANDY SUMMERS	97.00	92.00
TOTAL POINTS	MAX 100 POINTS	96.80	92.00
		KSA	SOLCO

CITY OF WESLACO
AIRPORT MASTER PLANNING SERVICES - EVALUATION SHEET / RFQ NO.: 2022-23-19

Category	Points	KSA	SOLCO
1. Capability to perform all of the services required for this project and professional qualifications of key personnel assigned to this project relevant to the work to be performed. Does the consultant have the necessary resources to perform all of the services required (e.g.: planning, surveying, CAD, etc.)? Who are the professionals that will be working on this project on a daily basis and how do their qualifications and experience with general aviation airport planning projects compare with other respondents? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, Proposed Technical Approach Form, and possibly the Optional Summary.]	25	25	25
2. Recent experience, within the last ten years, in the development of airport plans comparable to the proposed project. Does the consultant have direct experience developing general aviation airport plans similar to those proposed for this location? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, and possibly the Optional Summary.]	25	25	25
3. Ability to meet the schedules and deadlines of this project and reputation for competence, timeliness, and quality of performance and work product. Does the proposed planning team have sufficient time to devote to this project in order to meet the schedule submitted in the qualifications? Is the proposed schedule realistic? Does the consultant consistently meet contractual timetables? Has the work performed for other airports been satisfactory? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, Project Schedule Form, possibly the Optional Summary, and reference check.]	25	23	20
4. Proposed Technical Approach and Schedule to Accomplish the Project. Does the consultant show specific understanding and familiarity with the particular requirements of this project and how to address them? Is the consultant familiar with relevant planning guidance? Is the schedule appropriate to accomplish the project? [Sources of information: Proposed Technical Approach Form, Proposed Schedule Form, and possibly the Optional Summary.]	25	23	21
Total Score	100	96	91

Evaluator:

David Suerz

Date:

6/12/23

CITY OF WESLACO

AIRPORT MASTER PLANNING SERVICES - EVALUATION SHEET / RFQ NO.: 2022-23-19

Category	Points	KSA	SOLCO
1. Capability to perform all of the services required for this project and professional qualifications of key personnel assigned to this project relevant to the work to be performed. Does the consultant have the necessary resources to perform all of the services required (e.g.: planning, surveying, CAD, etc.)? Who are the professionals that will be working on this project on a daily basis and how do their qualifications and experience with general aviation airport planning projects compare with other respondents? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, Proposed Technical Approach Form, and possibly the Optional Summary.]	25	25	25
2. Recent experience, within the last ten years, in the development of airport plans comparable to the proposed project. Does the consultant have direct experience developing general aviation airport plans similar to those proposed for this location? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, and possibly the Optional Summary.]	25	25	25
3. Ability to meet the schedules and deadlines of this project and reputation for competence, timeliness, and quality of performance and work product. Does the proposed planning team have sufficient time to devote to this project in order to meet the schedule submitted in the qualifications? Is the proposed schedule realistic? Does the consultant consistently meet contractual timetables? Has the work performed for other airports been satisfactory? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, Project Schedule Form, possibly the Optional Summary, and reference check.]	25	23	21
4. Proposed Technical Approach and Schedule to Accomplish the Project. Does the consultant show specific understanding and familiarity with the particular requirements of this project and how to address them? Is the consultant familiar with relevant planning guidance? Is the schedule appropriate to accomplish the project? [Sources of information: Proposed Technical Approach Form, Proposed Schedule Form, and possibly the Optional Summary.]	25	23	21
Total Score	100	96	92

Evaluator:

Andrew Muñoz

Date:

6/13/23

CITY OF WESLACO
AIRPORT MASTER PLANNING SERVICES - EVALUATION SHEET / RFQ NO.: 2022-23-19

Category	Points	KSA	SOLCO
1. Capability to perform all of the services required for this project and professional qualifications of key personnel assigned to this project relevant to the work to be performed. Does the consultant have the necessary resources to perform all of the services required (e.g.: planning, surveying, CAD, etc.)? Who are the professionals that will be working on this project on a daily basis and how do their qualifications and experience with general aviation airport planning projects compare with other respondents? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, Proposed Technical Approach Form, and possibly the Optional Summary.]	25	23	22
2. Recent experience, within the last ten years, in the development of airport plans comparable to the proposed project. Does the consultant have direct experience developing general aviation airport plans similar to those proposed for this location? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, and possibly the Optional Summary.]	25	24	23
3. Ability to meet the schedules and deadlines of this project and reputation for competence, timeliness, and quality of performance and work product. Does the proposed planning team have sufficient time to devote to this project in order to meet the schedule submitted in the qualifications? Is the proposed schedule realistic? Does the consultant consistently meet contractual timetables? Has the work performed for other airports been satisfactory? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, Project Schedule Form, possibly the Optional Summary, and reference check.]	25	24	22
4. Proposed Technical Approach and Schedule to Accomplish the Project. Does the consultant show specific understanding and familiarity with the particular requirements of this project and how to address them? Is the consultant familiar with relevant planning guidance? Is the schedule appropriate to accomplish the project? [Sources of information: Proposed Technical Approach Form, Proposed Schedule Form, and possibly the Optional Summary.]	25	25	20
Total Score	100	96	87

Evaluator:
 Albert J. Aldana, P.E.

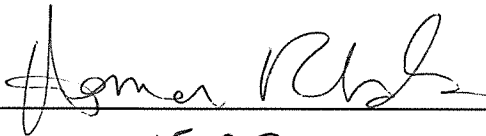
Date: June 15, 2023

CITY OF WESLACO

AIRPORT MASTER PLANNING SERVICES - EVALUATION SHEET / RFQ NO.: 2022-23-19

Category	Points	KSA	SOLCO
1. Capability to perform all of the services required for this project and professional qualifications of key personnel assigned to this project relevant to the work to be performed. Does the consultant have the necessary resources to perform all of the services required (e.g.: planning, surveying, CAD, etc.)? Who are the professionals that will be working on this project on a daily basis and how do their qualifications and experience with general aviation airport planning projects compare with other respondents? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, Proposed Technical Approach Form, and possibly the Optional Summary.]	25	25	25
2. Recent experience, within the last ten years, in the development of airport plans comparable to the proposed project. Does the consultant have direct experience developing general aviation airport plans similar to those proposed for this location? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, and possibly the Optional Summary.]	25	25	25
3. Ability to meet the schedules and deadlines of this project and reputation for competence, timeliness, and quality of performance and work product. Does the proposed planning team have sufficient time to devote to this project in order to meet the schedule submitted in the qualifications? Is the proposed schedule realistic? Does the consultant consistently meet contractual timetables? Has the work performed for other airports been satisfactory? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, Project Schedule Form, possibly the Optional Summary, and reference check.]	25	24	24
4. Proposed Technical Approach and Schedule to Accomplish the Project. Does the consultant show specific understanding and familiarity with the particular requirements of this project and how to address them? Is the consultant familiar with relevant planning guidance? Is the schedule appropriate to accomplish the project? [Sources of information: Proposed Technical Approach Form, Proposed Schedule Form, and possibly the Optional Summary.]	25	25	24
Total Score	100	99	98

Evaluator:



Date:

6-15-23

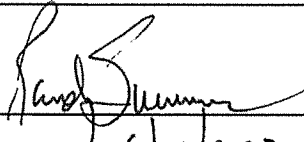
CITY OF WESLACO

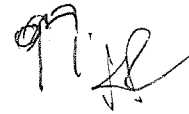
AIRPORT MASTER PLANNING SERVICES - EVALUATION SHEET / RFQ NO.: 2022-23-19

Category	Points	KSA	SOLCO
1. Capability to perform all of the services required for this project and professional qualifications of key personnel assigned to this project relevant to the work to be performed. Does the consultant have the necessary resources to perform all of the services required (e.g.: planning, surveying, CAD, etc.)? Who are the professionals that will be working on this project on a daily basis and how do their qualifications and experience with general aviation airport planning projects compare with other respondents? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, Proposed Technical Approach Form, and possibly the Optional Summary.]	25	25	25
2. Recent experience, within the last ten years, in the development of airport plans comparable to the proposed project. Does the consultant have direct experience developing general aviation airport plans similar to those proposed for this location? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, and possibly the Optional Summary.]	25	25	24
3. Ability to meet the schedules and deadlines of this project and reputation for competence, timeliness, and quality of performance and work product. Does the proposed planning team have sufficient time to devote to this project in order to meet the schedule submitted in the qualifications? Is the proposed schedule realistic? Does the consultant consistently meet contractual timetables? Has the work performed for other airports been satisfactory? [Sources of information: Aviation Planning Team Form, Recent Relevant Airport Experience Form, Project Schedule Form, possibly the Optional Summary, and reference check.]	25	23	20
4. Proposed Technical Approach and Schedule to Accomplish the Project. Does the consultant show specific understanding and familiarity with the particular requirements of this project and how to address them? Is the consultant familiar with relevant planning guidance? Is the schedule appropriate to accomplish the project? [Sources of information: Proposed Technical Approach Form, Proposed Schedule Form, and possibly the Optional Summary.]	25	24	23
Total Score	100	97	92

Evaluator:

Date:


6/13/2023





Standardized Agenda Request Form

Date of Meeting: July 3, 2023		Agenda Item No. (to be assigned by CSO): 2023-6721	
From:			
Subject: Discussion and consideration to approve solicitation of bids for pavement marking improvements on various streets throughout the city and authorize the Mayor to sign any related documents. Possible action. (Staffed by Engineering Department.)			
Background: See attached memo			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Engineering Staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 06-29-23CC_Pavement Markings, 2022-23-xx Weslaco Pavement Markings Improvements_Draft			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

June 29, 2023

TO: Mayor David Suarez, City Commissioners
& City Manager, M. Garza

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

RE: **Pavement Markings at Various Locations
Approval to Solicit Bids**

This item seeks your approval to solicit bids from qualified vendors for proposed pavement marking improvements at various locations throughout our city.

Our current contract with our pavement markings vendor has expired and we would like to advertise for a new pavement markings contract. We seek to engage with a contractor for a contract term of one (1) year with the option to extend by one (1) year for up to a total of three (3) years.

Our current list of possible pavement marking projects include:

- Westgate Dr between US Business 83 and Frontage Rd
- Border Rd between Frontage Rd and Sugarcane Rd
- Bridge St between Pike and Whitmer St
- Dolores Huerta between Pike and 2nd St
- Airport Dr between Frontage and US Business 83
- Border Rd between US Business 83 and 6th St

Other roads that have been recently paved will be included in this list, The list will be prioritized based on need and availability of funds. Staff recommends approval of this item.

Sincerely,
Albert J. Aldana, P.E.



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-xx

Proposal Sheet

PROJECT: WESLACO PAVEMENT MARKINGS IMPROVEMENTS

AT

VARIOUS LOCATIONS

RFB #2022-23-xx

COUNTY: HIDALGO

ITEM- CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				
500	6001	MOBILIZATION DOLLARS and CENTS	LS	1.000	
502	6001	BARRICADES, SIGNS AND TRAFFIC HAN- DLING DOLLARS and CENTS	MO	1.000	
644	6001	INS SM RD SN SUP & AM TY 10BWG (1) SA(9) DOLLARS and CENTS	EA	1.000	
644	6068	RELOCATE SM RD SN SUP&AM TY 10BWG DOLLARS and CENTS	EA	1.000	
644	6076	REMOVE SM RD SN SUP & AM DOLLARS and CENTS	EA	1.000	
666		REFL PAV MRK TY I (W) 4" (BRK) (100MIL) DOLLARS and CENTS	LF	10.000	
666		REFL PAV MRK TY I (W)4"(SLD)(100MIL) DOLLARS and CENTS	LF	10.000	
666	6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL) DOLLARS and CENTS	LF	10.000	
666	6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL) DOLLARS and CENTS	LF	10.000	
666	6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL) DOLLARS and CENTS	LF	10.000	



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-xx

ITEM-CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				
666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL) DOLLARS and CENTS	LF	10.000	
666	6093	REFL PAV MRK TY I (W)(RR XING)(100MIL) DOLLARS and CENTS	EA	1.000	
666	6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL) DOLLARS and CENTS	EA	1.000	
666	6105	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL) DOLLARS and CENTS	EA	1.000	
666	6111	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL) DOLLARS and CENTS	EA	1.000	
666		REFL PAV MRK TY I (Y) 24" (SLD) (100MIL) DOLLARS and CENTS	LF	10.000	
666		REFL PAV MRK TY I (Y) 4" (BRKN) (100MIL) DOLLARS and CENTS	LF	10.000	
666	6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL) DOLLARS and CENTS	LF	10.000	
666	6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL) DOLLARS and CENTS	LF	10.000	
666	6147	REFL PAV MRK TY I (Y)12"(SLD)(100MIL) DOLLARS and CENTS	LF	10.000	
668	6077	PREFAB PAV MRK TY C (W) (ARROW) DOLLARS and CENTS	EA	10.000	
668	6078	PREFAB PAV MRK TY C (W) (DBL ARROW) DOLLARS and CENTS	EA	1.000	



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-xx

ITEM- CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				
668	6083	PREFAB PAV MRK TY C (W) (LNDP ARROW) DOLLARS and CENTS	EA	1.000	
668	6085	PREFAB PAV MRK TY C (W) (WORD) DOLLARS and CENTS	EA	1.000	
668	6095	PREFAB PAV MRK TY C (W)(BIKE RR XING) DOLLARS and CENTS	EA	1.000	
672	6006	REFL PAV MRKR TY I-A DOLLARS and CENTS	EA	1.000	
672	6007	REFL PAV MRKR TY I-C DOLLARS and CENTS	EA	1.000	
672	6008	REFL PAV MRKR TY I-R DOLLARS and CENTS	EA	1.000	
672	6009	REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	1.000	
672	6010	REFL PAV MRKR TY II-C-R DOLLARS and CENTS	EA	1.000	
677	6001	ELIM EXT PAV MRK & MRKS (4") DOLLARS and CENTS	LF	10.000	
677	6005	ELIM EXT PAV MRK & MRKS (12") DOLLARS and CENTS	LF	10.000	
677	6007	ELIM EXT PAV MRK & MRKS (24") DOLLARS CENTS and	LF	10.000	



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-xx

ITEM- CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				

GRAND TOTAL

Words

Figures

BY:

Signature

Date

COMPANY



City of Weslaco

**Invitation for Bids
For Weslaco Pavement Markings
Improvements at Various Locations**

RFP NO.: 2022-23-xx

PRE-BID MEETING DATE: xxxxxxxxxxxx
PRE- BID MEETING TIME: xxxxxxxxxxxxxxxx
ZOOM Meeting

BID DUE DATE: xxxxxxxxxxxxxxxx
BID DUE TIME: xxxxxxxxxxxxxxxx

**TABLE OF CONTENTS
REQUEST FOR BID
FOR
WESLACO PAVEMENT MARKINGS
IMPROVEMENTS AT VARIOUS LOCATIONS
RFB NO.: 2022-23-xx**

INVITATION TO BID

VENDOR'S NOTICE OF INTENT TO SUBMIT FORM

INSTRUCTIONS TO VENDORS

BID FORM

AGREEMENT

CONTRACT PROVISIONS

GENERAL INFORMATION REQUIRED FROM ALL BIDDERS

AFFIDAVIT AND WAIVER OF LIEN PRIME CONTRACTOR

RELEASE AND WAIVER OF CLAIMS BY SUBCONTRACTORS

SPECIFICATIONS

CITY OF WESLACO

Invitation to Bid WESLACO PAVEMENT MARKINGS IMPROVEMENTS AT VARIOUS LOCATIONS RFB No.: 2022-23-xx

Electronic “sealed” bids addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, via electronic “**DROP BOX**” (Dropbox link provided in RFB document). Bid deadline xxxxxx, on xxxxxxxx, at which time they will be opened and read aloud via Zoom meeting (Zoom link provided in RFB document).

Potential Bidders/Respondents are advised that the bid documents can be downloaded from the City of Weslaco bid stream web page address:

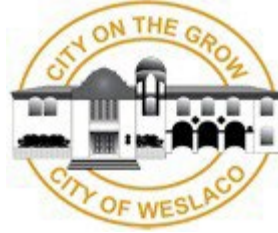
<https://www.weslacotx.gov/business/procurement/active.php>

and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447-2240. **Be advised that this website is the primary source of all bid documents. Obtaining bid information from a third-party planning room may lead to incomplete submissions. This website must be monitored regularly for addendums and/or bid notices. Bidders are responsible for obtaining all the necessary information required for a compliant bid.** If your company is contemplating on bidding this project, you must submit a vendor’s notice of intent to bid form to the Purchasing Office.

A non-mandatory Zoom pre-bid conference will be conducted by the city on xxxxxx at xxxx. (Zoom link provided in RFB document.)

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

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



VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **WESLACO PAVEMENT MARKING IMPROVEMENTS AT VARIOUS LOCATIONS - RFB No.: 2022-23-xx** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **xxxxxxxxxx**, so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes
City of Weslaco Purchasing Office
255 S. Kansas Avenue Weslaco, Texas 78596
Phone: 956.447.2244
hrhodes@weslaco.tx.gov

Name: _____ Signature: _____
(print / contact person)

Title: _____ Company/Agency: _____

Mailing Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Email Address: _____

RFB No.: **2022-23-xx**

INSTRUCTIONS TO BIDDERS

PROJECT DESCRIPTION

The City of Weslaco proposes to install pavement marking improvements on various roadways throughout the city. Pavement markings may be installed on recently paved roadway projects and others on existing marked/unmarked streets. Work orders for pavement marking improvements will be assigned to the contractor and costs will be based on unit bid prices and estimated quantities for each project location. Ample time will be provided for the contractor to substantially complete each assigned work order. Contract term is for one (1) year with an option for an additional year up to a total of three (3) years.

RFB DETAILS

Pre-Bid Meeting

A non-mandatory **PRE-BID MEETING**: RFB No.: 2022-23-xx PAVEMENT MARKING IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT
Time: xxxxxx, xxxxxx Central Time (US and Canada)

Join Zoom Meeting

XX

Meeting ID: xxxxxxxx

Passcode: xxxxxxxxxxxxxx

888 788 0099 US Toll-free

Submittal Procedures

Bids must be submitted electronically via BIDNET

Please note that the bid must be in PDF format and large files compressed into a zip file. Uploaded files must be named accordingly to the Vendor and RFB number. Bids must be submitted via BIDNET by xxxxxxxxxxxx, at xxxxxxxxxx AM.

Bid Opening

Topic: **BID OPENING**: RFB NO.: 2022-23-xx PAVEMENT MARKING IMPROVEMENTS AT VARIOUS LOCATIONS

Time: xxxxx xxx AM Central Time (US and Canada)

Join Zoom Meeting

[XX](#)

Meeting ID: xxxxxxxx

Passcode: xxxxxx

888 788 0099 US Toll-free

BASIS OF BID AWARD – The contract will be awarded to the responsible and responsive bidder meeting the specifications and having the lowest possible unit price of the Bid, consistent with the quality needed for effective use. All prices quoted will be firm. Award to successful bidder will be made by City Commission action.

A certified or cashier's Check or an original Bid Proposal Guaranty issued by a corporate surety company licensed to do business in the State of Texas and payable to the order of the City of Weslaco, Texas, in an amount not less than five percent (5%) of the greatest total amount of the Bid Proposal, must accompany each bid as a guarantee that if awarded the Contract, the successful Bidder will promptly enter into a Contract and execute payment and performance bonds as outlined in the specifications and Contract Documents.

A Performance Bond, in an amount not less than one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Contract; a Payment Bond, as required by Chapter §2253 of the Texas Government Code, guaranteeing the payment of all persons supplying labor and furnishing materials; and an Extended Warranty Bond, either by separate instrument or incorporated in the foregoing bonds, will be required. Payment and performance bonds provided to the City of Weslaco for these purposes are required to conform with Article 7.134 of the Texas Insurance Code. To that end, all bonds provided (i) must be executed by a surety company holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law—or- (ii) must be provided by a surety company that is covered by reinsurance for any liability in excess of \$100,000.00 from a reinsurer authorized and admitted as a reinsurer in Texas holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law. (See Chapter 2253 – Performance and Payment Bond)

- A. A listing on the Department of the Treasury Listing of Approved Sureties on the date of bond issuance shall be sufficient proof of the aforesaid certificate of authority.
- B. A copy of the reinsurance contract(s) with accompanying cover letter with original signature shall be sufficient proof of the aforesaid reinsurance.

Contractor shall provide either a copy of the list as described in "A." above, or the contract(s) and letter described in "B." above, together with the payment and performance bonds.

Bid Bonds, Performance Bonds, Payment Bonds, and Extended Warranty Bonds issued by a corporate surety company not licensed to do business in the State of Texas will not be accepted.

INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT BIDDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

BID REJECTION OR PARTIAL ACCEPTANCE – The CITY OF WESLACO reserves the right to reject any or all bids. It further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

CHANGE ORDERS - No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of Weslaco.

INSURANCE -

Prior to beginning work, the Contractor shall furnish the City with certificates of insurance in the amounts listed below:

A. Workers' Compensation Insurance

Amount: Statutory Limits

B. Comprehensive General Liability Insurance

Amount: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

C. Comprehensive Automobile Liability Insurance

Amount: \$1,000,000 Combined Single Limit

This insurance shall be kept in force until the work under this contract has been completed and accepted by the City. The City shall be listed as Additionally Insured under the policy.

Restrictions on Lobbying Activity

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent/representative is prohibited from contacting city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for Statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract has been acted on by the City Commission. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by contractors, respondents, or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

B. A Lobbyist or Vendor/Contractor May Not Place City Official Under Personal Obligation

A Lobbyist or a Vendor/Contractor or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any city official under personal obligation to the Lobbyist or Vendor/ Contractor.

C. False Statements

A lobbyist or the vendor/contractor or any of their agents/representatives cannot intentionally or knowingly make any false or misleading statement of fact to any city official or cause a copy of a document with false information to be received by an official without notifying the official in writing of the truth. Likewise, a registrant who learns that a statement in a registration form or activity report during the previous 3 years is false must correct that statement within 30 days by written notification to the Office of the City Secretary.

D. Use of False Identification

A lobbyist or the vendor/contractor or any of their agents/representatives cannot communicate with a city official in the name of any fictitious person or in the name of any real person, without that person's consent.

E. Improper Influence

A lobbyist or the vendor/contractor or any of their agents/representatives cannot cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for the purpose of later being employed as a lobbyist to secure its granting, denial, confirmation, rejection, passage, or defeat.

F. Improper Representation

A lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the vote or action of any city official.

DRAFT



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-xx

Proposal Sheet

PROJECT: WESLACO PAVEMENT MARKINGS IMPROVEMENTS

AT

VARIOUS LOCATIONS

RFB #2022-23-xx

COUNTY: HIDALGO

ITEM-CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				
500	6001	MOBILIZATION DOLLARS and CENTS	LS	1.000	
502	6001	BARRICADES, SIGNS AND TRAFFIC HAN- DLING DOLLARS and CENTS	LS	1.000	
644	6001	INS SM RD SN SUP & AM TY 10BWG (1) S DOLLARS and CENTS	EA	1.000	
644	6068	RELOCATE SM RD SN SUP&AM T 10 BWG DOLLARS and CENTS	EA	1.000	
644	6076	REMOVE SM RD SN SUP & AM DOLLARS and CENTS	EA	1.000	
666		REFL PAV MRK TY I (W) 4" (BRK) (100MIL) DOLLARS and CENTS	LF	10.000	
666		REFL PAV MRK TY I (W) 4"(SLD)(100MIL) DOLLARS and CENTS	LF	10.000	
666	6030	REFL PAV MRK TY I (W) 8"(DOT)(100MIL) DOLLARS and CENTS	LF	10.000	
666	6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL) DOLLARS and CENTS	LF	10.000	
666	6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL) DOLLARS and CENTS	LF	10.000	



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-xx

ITEM-CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				
666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL) DOLLARS and CENTS	LF	10.000	
666	6093	REFL PAV MRK TY I (W)(RR XING)(100MIL) DOLLARS and CENTS	EA	1.000	
666	6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL) DOLLARS and CENTS	EA	1.000	
666	6105	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL) DOLLARS and CENTS	EA	1.000	
666	6111	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL) DOLLARS and CENTS	EA	1.000	
666		REFL PAV MRK TY I (Y) 24" (SLD) (100MIL) DOLLARS and CENTS	LF	10.000	
666		REFL PAV MRK TY I (Y) 12" (SLD) (100MIL) DOLLARS and CENTS	LF	10.000	
666	6138	REFL PAV MRK TY I (Y) 12" (SLD) (100MIL) DOLLARS and CENTS	LF	10.000	
666	6141	REFL PAV MRK TY I (Y) 12" (SLD) (100MIL) DOLLARS and CENTS	LF	10.000	
666	6147	REFL PAV MRK TY I (Y) 12" (SLD) (100MIL) DOLLARS and CENTS	LF	10.000	
668	6077	PREFAB PAV MRK TY C (W) (ARROW) DOLLARS and CENTS	EA	10.000	
668	6078	PREFAB PAV MRK TY C (W) (DBL ARROW) DOLLARS and CENTS	EA	1.000	



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-xx

ITEM-CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				
668	6083	PREFAB PAV MRK TY C (W) (LNDRP ARROW) DOLLARS and CENTS	EA	1.000	
668	6085	PREFAB PAV MRK TY C (W) (WORD) DOLLARS and CENTS	EA	1.000	
668	6095	PREFAB PAV MRK TY C (W)(BIKE RR XING) DOLLARS and CENTS	EA	1.000	
672	6006	REFL PAV MRKR TY I-A DOLLARS and CENTS	EA	1.000	
672	6007	REFL PAV MRKR TY I-C DOLLARS and CENTS	EA	1.000	
672	6008	REFL PAV MRKR TY I-B DOLLARS and CENTS	EA	1.000	
672	6009	REFL PAV MRKR TY II-A DOLLARS and CENTS	EA	1.000	
672	6010	REFL PAV MRKR TY I-C-R DOLLARS and CENTS	EA	1.000	
677	6001	ELIM EXT PAV MRK & MRKS (4") DOLLARS and CENTS	LF	10.000	
677	6005	ELIM EXT PAV MRK & MRKS (12") DOLLARS and CENTS	LF	10.000	
677	6007	ELIM EXT PAV MRK & MRKS (24") DOLLARS and CENTS	LF	10.000	



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-xx

ITEM- CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				

GRAND TOTAL

Words

Figures

BY:

Signature

Date

COMPANY

DRAFT

AGREEMENT

A. AGREEMENT

This Agreement is made between:

the Owner: The City of Weslaco
255 S. Kansas Ave
Weslaco, Texas 78596

and the Contractor:

for the following Project: Weslaco Pavement Marking Improvements at Various Locations

B. CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the Contractor's Notice of Weslaco Pavement Markings Improvements at Various Locations, the Instruction to Bidders, the Bid Proposal, the Plans and Specifications, Bid Addenda as indicated in the Bid Proposal, this Contract, and any written Change Orders issued after execution of this Agreement.

The Contract Documents represent the entire and integrated contract between the City and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the City and the Contractor.

C. INSPECTION AND ACCEPTANCE

The City's inspection and acceptance of contractual compliance will be accomplished by an engineering Inspector of the engineering Department. We reserve the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays, or weekends.)

D. CONTRACT SUM

Subject to additions and deductions by Change Order, the Contract Sum is:

(_____) \$ _____

Prior to beginning work, the Contractor shall provide to the City a Schedule of Values related to the Work, which shall be used for purposes of periodic payments. The

Contract Sum shall include all materials, supplies, tools, equipment, supervision, and labor necessary for the proper prosecution and completion of the Work.

E. CONTRACT TIME

The overall contract time is for a total of one (1) year from the date of execution with the option to extend it for an additional year (1) up to a total of three (3) years. The Contractor shall be assigned work orders and will begin the Work within ten (10) days of receipt of a written Notice to Proceed. The work orders shall be substantially complete within 30 Calendar days or as identified in each work order.

F. LIQUIDATED DAMAGES

The Contractor shall be charged a sum of \$250.00 as liquidated damages for each day beyond the Completion Date that the Work is not substantially complete.

G. PAYMENT TERMS:

The City shall pay within thirty (30) days for completed work in monthly draws, less 10% retainage, upon receipt of an acceptable invoice. Invoices shall be in standard form, Application and Certificate for Payment, and shall be accompanied by signed Conditional Release of Liens forms from each applicable subcontractor and supplier.

Retainage shall be paid within in thirty (30) days of receipt of an acceptable Final Invoice. The final Application for Payment shall be accompanied by signed Final Release and Waiver of Liens forms from all subcontractors and suppliers.

H. VENUE

This contract shall be governed according to the laws of the State of Texas. The performance of this Contract shall be in Hidalgo County, and venue for any action will lie in Hidalgo County, Texas. The Contractor warrants that the completed Project shall be adequate for the purposes intended.

I. INDEPENDENT CONTRACTOR; PERSONNEL

- (a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent, or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation, and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
- (b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and

experience to accomplish the Services.

- (c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

J. INSURANCE

- (a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to always remain in force during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Weslaco, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.
- (b) The City of Weslaco shall be given notice 30 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. If the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.
- (c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Weslaco Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable and shall be considered breach of contract.
 - i. Workers' Compensation and Employers' Liability Insurance
Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):
 - 1. \$100,000 bodily injury each accident
 - 2. \$500,000 bodily injury by disease policy limit
 - 3. \$100,000 Bodily injury by disease each employeeAny firm performing work for or on behalf of the City of Weslaco must provide Workers' Compensation insurance.
 - ii. Commercial General Liability Insurance
Covering premises-operations, products-completed operations, independent contractors, and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.
This coverage must include, but not limited to:

1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Automobile Liability Insurance

Covering all owned, hired, and non-owned automobile equipment.

Limits: Bodily injury \$500,000 each person,
\$1,000,000 each occurrence
Property damage \$100,000 each occurrence

This insurance shall be kept in force until the work under this contract has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.

K. TERMINATION

- (a) Termination for Cause. The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances. In the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

- (b) Termination for Convenience. The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

- (c) Cancellation for Non-appropriated Funds. The City reserves the right, in its best interest as determined by the City, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.
- (d) Force Majeure. The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:
- i. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
 - ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
 - iii. No obligations of either party that arise before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
 - iv. The non-performing party uses its best efforts to remedy its inability to perform.
 - v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

L. MATERIALITY AND WAIVER OF BREACH

- (a) City and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

M. MISCELLANEOUS PROVISIONS

- (a) Successors and Assigns. All the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- (b) Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- (c) No Waiver of Governmental Immunity. NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.
- (d) Assignment. Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.
- (e) Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- (f) Venue. This Agreement and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of Hidalgo County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to a matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations to resolve such dispute and shall, upon failing to negotiate a mutually satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.
- (g) Notices. All notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor: [name] _____

[street address] _____

[city, state, zip] _____

If to City: [name] _____

[street address] 255 S. Kansas Ave

[city, state, zip] Weslaco, TX 78596

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- (h) Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- (i) Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISSION OF THE CITY OF WESLACO.

EXECUTED THIS _____ DAY OF _____, 2022

OWNER:

CONTRACTOR:

(Signature)

(Signature)

Print Name: David Suarez, Mayor
City of Weslaco

Print Name: _____

ATTEST:

(Signature)

Print Name: Norma A. Cantu
City Secretary

APPROVED AS TO FORM:

(Signature)

Print Name: Juan E. Gonzalez
City Attorney

CONTRACT PROVISIONS AND SPECIFICATIONS

A. GENERAL PROVISIONS

1.1 OCCUPATION OF THE PREMISES

The City reserves the right to utilize the premises during installation, provided, however, that the Owner's use will not unreasonably delay the installation of the mentioned improvements. The Contractor shall coordinate and cooperate with the Owner and shall not unreasonably disrupt the Owner's activities.

1.2 SAFETY AND OBSERVANCE OF LAWS

The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, and regulations that affect the Work. The Contractor shall make every reasonable effort to maintain a safe work site and shall comply with the Occupational Safety and Health Act of 1970 (OSHA) and all amendments thereto and applicable state statutes.

1.3 PERMITS AND FEES

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incident to the proper execution of the work.

1.4 INSPECTIONS AND CORRECTION OF WORK

The Contractor shall schedule all required inspections and shall not cover up work requiring inspection until approval is obtained. All work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the Contractor at his own expense.

B. BASIC REQUIREMENTS

See Attachment "A" – Project Engineering Plans

1.1 SCHEDULE OF VALUES

- A. Submit schedule on AIA Form G703. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate prior to beginning the Work.

1.2 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702 and G703 or contractor's standard form. Utilize Schedule of Values for listing items in Application for Payment.
- B. Payment Period: Monthly.

1.3 CHANGE PROCEDURES

- A. Submit Proposal Request and fixed price quotation to City on AIA Form G701.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized for record documents. Record actual revisions to the Work. Record information concurrent with construction progress.
- B. Submit documents to City with claim for final Application for Payment.

1.5 PROJECT IDENTIFICATION

- A. No project sign may be erected without the express written approval of the City.

1.6 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and/or demolition. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Provide interchangeable components of the same manufacture for components being replaced.

1.7 SUBSTITUTIONS

- A. City will consider requests for Substitutions only if submitted at least 10 days prior to scheduled installation.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

1.8 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

1.9 TEMPORARY UTILITIES

- A. Contractor shall pay for new wiring, piping, ductwork, equipment, and labor to provide required temporary utilities.
- B. Provide and maintain temporary lighting and power outlets for demolition operations, branch wiring, distribution boxes, and flexible power cords as required. Permanent building lighting may be utilized during demolition.

1.10 SECURITY AND PROTECTION OF WORK SITE

- A. Provide barriers to prevent unauthorized entry to demolition areas and protect Work and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.11 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, and prior to Final Application for Payment review.
- B. Clean and repair damage caused by demolition or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.13 CONTRACT CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.

1.14 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean debris from site.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

C. SPECIAL PROVISIONS - LABOR RATES FOR PUBLIC WORKS PROJECTS

Contractor shall pay wage rates that prevail in the locality in which the Work is to be done. Wage rates may be obtained from the Associated General Contractors of America for general building construction. The Contractor shall not pay less than the wage rates shown for each craft or type of "Laborer", "Workman", or "Mechanic" employed on the project.

Contractor shall be paying employee the Davis Bacon wage rates.

DRAFT

END OF CONTRACT PROVISIONS

GENERAL INFORMATION REQUIRED FROM ALL BIDDERS

The undersigned agrees, if this bid is accepted, to furnish all items/materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be thirty (30) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package.

Date: _____

COMPANY NAME: _____

AUTHORIZED
REPRESENTATIVE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO: _____ FAX NO. _____

DRAFT

AFFIDAVIT AND WAIVER OF LIEN PRIME CONTRACTOR

STATE OF _____

COUNTY OF _____

Personally, appeared before me, the undersigned Notary Public for said County and State

_____(Name of Individual),
_____(Title) of _____ (Prime Contractor), who being duly sworn by me states on oath that all product suppliers and Subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities incurred in the performance of _____ (Type of Contract) Contract for the construction of improvements at _____ (Name of Project), have been paid in full and that the above named Prime Contractor waives any claims and released _____ (Owner) from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for such improvements.

The above-named Prime Contractor agrees to indemnify the Owner and save him harmless on account of any loss he may sustain in reliance upon this Affidavit and Waiver of Lien including the amount of any lien he may be compelled to pay and costs relating thereto and a reasonable attorney's fee.

(Prime Contractor) _____

By: _____
Type/Print Name

Title: _____

Date: _____

Sworn to and subscribed before me
this the ____ day of _____, 2023

Notary Public

My Commission Expires: _____

**RELEASE AND WAIVER OF CLAIMS BY SUBCONTRACTORS
AND PRODUCT VENDORS**

STATE OF _____

COUNTY OF _____

Personally appeared before me the undersigned authority in and for said County and State (Name of Individual), _____ (Title) of _____ (Company), who, being duly sworn by me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liability have been paid in full, or that funds are in hand to discharge such liabilities when due, incurred in the performance of its Subcontract for furnishing labor and products in the construction of improvements at _____ (Name of Project) (Location), upon receipt of check in the amount \$ _____, the undersigned company waives any claims and releases _____ (Owner) _____ (Contractor) from any rights or claims for debts due and owing by virtue of the furnishing of any labor or products and any lien therefore.

(Name of Company) _____

By: _____
Type/Print Name

Title: _____

Date: _____

Sworn to and subscribed before me
this _____ day of _____, 2023

Notary Public

My Commission Expires: _____