



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MARCH 19, 2024**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, March 19, 2024 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.
 - 1) Presentation of Knapp Community Care Foundation Check for Gibson Park presented by Weslaco High School FCCLA.
 - 2) Proclamation - Texas Onion Fest Day - March 23, 2024
 - 3) Proclamation - Coach Gabriel Valdez

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. Inframark.
- B. Animal Care Services.
- C. Expansion/Renovations of the South Wastewater Treatment Plant. (Staffed by Engineering Department.)

IV. PUBLIC HEARING

- A. To solicit input on behalf of Judith Cuellar to approve a Conditional Use Permit to obtain an On-Premise Wine and Beer Retailer's Permit at 611 S Texas Blvd, also being Lot 19 & South (20') of lot 20, Block 49, Weslaco Original Townsite, Weslaco, Hidalgo County, and Texas.
- B. To solicit input on behalf of Amber Sanchez to approve a Conditional Use Permit to operate an event center at 588 S Texas Blvd Ste. B, also being Lot 21-24, Block 41, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.

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 February 20 and March 5, 2024 (Staffed by City Secretary Department.) Attachment.
- B. Approval of six-month extension for the Final Plat for Pablo Pena Jr No. 2 – being 5.57 acres out of Farm Tract 145, block 179, The West and Adams Tracts, Weslaco, Hidalgo County, Texas Located on the Northwest corner of n Westgate dr. & Canyon Rd. and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)
- C. Approval of six-month extension for the Final Plat for Camino De Verdad Subdivision being a 17.83 acres out of 16.76 acre tract of Farm Tract 1021 and 1.07 acre tract of land out of farm tract 1022, Block 113, Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 750 ft. east of FM 1015 on Camino De Verdad Road and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)
- D. Approval of three-month extension for the Final Plat for Milanos Estates Phase II Subdivision being a 27.65 acres out of Farm Tract 720 and 721, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 240 ft. North from the intersection of Mile 5 ½ West Road and Mile 6 ½ West Road. and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)
- E. Approval of six-month extension for the Final Plat for The Coves – being 18.48 acres out of Farm Tract 1030, West and Adams Tract Subdivision, Weslaco, Hidalgo

County, Texas located on the Southside of mile 8 N. Rd. approximately 710' East of International Blvd. and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

- F. Approval on Resolution 2024-41 to ratify acceptance of FY23 Operation Stone Garden Grant 3173409 (Operation dates 03/01/2024 to 02/28/2025) for an amount of \$300,000 with no match required and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- G. Approval for a software support and maintenance renewal agreement for Tyler Technologies New World System used by Weslaco Police Department with CAD, Mobile Records and Reporting modules in the amount of \$75,827.63 from FY 23-24 Computer Vendor Support account and authorize the Mayor to execute any related documents. (Staffed by Information Technology Department.)
- H. Approval to authorize staff to solicit bids for street materials to include Hot Mix, Caliche, and MC30 Oil and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

VI. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Judith Cuellar to obtain an On-Premise Wine and Beer Retailer's Permit at 611 S Texas Blvd, also being Lot 19 & South (20') of lot 20, Block 49, Weslaco Original Townsite, Weslaco, Hidalgo County, and Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- B. Discussion and consideration after public hearing on behalf of Amber Sanchez to approve a Conditional Use Permit to operate an event center at 588 S Texas Blvd Ste. B, also being Lot 21-24, Block 41, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- C. Discussion and consideration on the request for a six-month extension for the Final Plat for Plaza de Paz being a 3.00-acre out of Lot 13, Block 137, West Tract Subdivision, Weslaco, Hidalgo County, Texas located at 1406 W. Pike Blvd. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)
- D. Discussion and consideration to approve the Final Plat for Bridge Heights Subdivision being 12.137 acres out of Farm Tract 799, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 765ft South along E. Mile 5 ½ N and North of Mile 5 N Road. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- E. Discussion and consideration to approve the Final Plat for Rio Stone Subdivision Phase II being 14.19 acres out of Farm Tracts 648 and 649, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 1055 feet south of Mile 6 ½ North along the west side of South Milanos Road and authorize the Mayor to execute

any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

- F. Discussion and consideration to approve the Final Plat for Two Points Subdivision being 2.32 acres out of Lot 9, Block 174, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located on the southwest corner of the Mile 4 W Rd and Mile 12 ½ Rd. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- G. Discussion and re-consideration for the Final Plat with the variance request 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.) Attachment.
- H. Discussion and consideration to authorize the Weslaco Police Department to conduct a weapon/equipment trade in the amount \$34,420 in credit with CTC Gunworks, LLC and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)
- I. Discussion and consideration to authorize the Weslaco Police Department to purchase the department's handguns in the amount of \$56,414.12 for sworn staff with \$40,000 from the FY 2023-24 general fund and \$16,414.12 from Asset Forfeiture funds and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)
- J. Discussion and consideration on the presentation of the 2023 Racial Profiling Report submitted by the Weslaco Police Department to the State of Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)
- K. Discussion and consideration on an Interlocal Agreement between the City of Weslaco and the Rio Grande Valley Metropolitan Planning Organization, represented by the Lower Rio Grande Valley Development Council, for a cost participation from the City not to exceed \$31,250 for the engagement of a consultant to conduct a corridor study for the Southwest Loop Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment.
- L. Discussion and possible action on Senate Bill 1145 regarding childcare exemptions and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)
- M. Discussion and consideration to approve Resolution 2024-42 finding that AEP Texas Central Company's application to increase system-wide distribution and transmission rates within the city should be denied; finding that the city's reasonable rate case expenses shall be reimbursed by the company; and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment.

- N. Discussion and consideration to solicit Engineering Services to update the City's Water Conservation and Drought Contingency Study and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.)
- O. Discussion and consideration to solicit Professional Services for the appraisal of Airport Land and Facilities and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)
- P. Discussion and consideration to approve Ordinance 2024-10 repealing Ordinance 86-11 and adopting the Mid-Valley Rules and Standards for the Weslaco Mid-Valley Airport and authorize the Mayor to execute any related documents. First Reading of Ordinance 2024-10. Possible action. (Staffed by Airport Department.) Attachment.
- Q. Discussion and consideration to accept and file the Quarterly Investment Report for period ending December 31, 2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- R. Discussion and consideration to accept and file the Financial Reports (unaudited) as of December 31, 2023 for the General Fund, Water and Sewer Fund, Solid Waste Fund, and Airport Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- S. Discussion and consideration to accept and file the annual financial audit of the Weslaco Economic Development Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)
- T. Discussion and consideration approving Change Order #4, pay application #21 and final payment for New Downtown Fire Station No. 2 as certified by the Architect and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.
- U. Discussion and consideration of the Swimming pool project report and seek authorization to proceed with schematic design, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation 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. Real Property - Consultation with City Attorney on the acquisition, sale, exchange, lease or value of real property located on 18th St, west of Pleasantview Drive described as being 12.16 acres of land out of a gross 14.82 acre tract of land out of Farm Tract 706, West Tract Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.
- C. Real Property - Consultation with the City Attorney regarding the purchase, exchange, lease or value of real property legally described as the South 12.50' of Lot 3 and Lots 4-9, Block 26, Weslaco Original Townsite, Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.
- D. Real Property - Consultation with the City Attorney regarding the purchase, exchange, lease or value of real property legally described as the West Tract being an irregular tract of land out the N 416'-S435.45'-E671.78' FT 53 3.84 AC, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding *lawsuit styled Cause No. C-0430-24-H Emmanuel Jimenez v. Fire and Police Civil Service Commission for the City of Weslaco* as authorized by Section §551.071 of the Texas Government Code.
- F. Legal Consultation - Consultation with City Attorney regarding claim No. LB0000000210212 from Valerie Kramble as authorized by Section §551.071 of the Texas Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of

Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 15th day of March 2024 on or before 5:00 pm and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

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

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

Removed from Bulletin Board	Date:	Initials:
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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: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2023-7268	
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:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Brother Juan Rosas of The Church of Jesus Christ Latter-Day Saints 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 11.15.23			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

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: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-217	
From:			
Subject: Presentation of Knapp Community Care Foundation Check for Gibson Park presented by Weslaco High School FCCLA.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ OMAR RODRIGUEZ Martin Garza		Created	
City Manager Comments: Presentation only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-330	
From:			
Subject: Inframark.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
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: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-331	
From:			
Subject: Animal Care Services.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
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: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-329	
From:			
Subject: Expansion/Renovations of the South Wastewater Treatment Plant. (Staffed by Engineering Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:		Term of Impact:	Identified in Current Budget:
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
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: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-184	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Judith Cuellar to approve a Conditional Use Permit to obtain an On-Premise Wine and Beer Retailer's Permit at 611 S Texas Blvd, also being Lot 19 & South (20') of lot 20, Block 49, Weslaco Original Townsite, Weslaco, Hidalgo County, and Texas.			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain an On-Premise Wine and Beer Retailer's Permit. Nineteen (19) property owners within 200 feet of the applicant's property were notified by letter on February 23, 2024.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on February 14, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of March 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to solicit public comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-185	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Amber Sanchez to approve a Conditional Use Permit to operate an event center at 588 S Texas Blvd Ste. B, also being Lot 21-24, Block 41, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.			
Background: The applicant is requesting to obtain a Conditional Use Permit to operate an Event Center. Twenty-three (23) property owners within 200 feet of the applicant's property were notified by letter on February 23, 2024.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on February 14, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of March 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to solicit public comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2023-7273	
From:			
Subject: Approval of the Minutes of the Regular Meeting on February 20 and March 5, 2024 (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action for the regular meeting of February 20 and March 5, 2024.			
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 contingent on any comments from the governing body.			
Staff Recommendation: Approve as submitted.			
Attachments, if any: 240220 minutes, 240305 minutes			
Responsibilities upon Approval:			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
FEBRUARY 20, 2024**

On Tuesday, February 20, 2024, 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	Adrian Gonzalez
	Commissioner	Josh Pedraza
	Commissioner	Greg Kerr
	Commissioner	Israel Gonzalez Jr.
	Commissioner	JP Rodriguez

ABSENT:	Commissioner	Letty Lopez
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STAFF PRESENT:	Martin Garza	City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

Also present: Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Arnold Becho, Library Director, Mary Carmen Garcia, Asst. Library Director, Luz Galindo, HR Director, Albert Aldana, City Engineer, Antonio Lopez, Fire Chief, Joel Rivera, Police Chief, David Arce, Public Works Director, Rick Mendoza, IT Director, Rosa Badillo, Court Coordinator, George Quilantan, Inframark and other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Gonzalez called the meeting to order and certified the public notice of the meeting as properly posted Friday, February 16, 2024.

B. Invocation.

Pastor Manuel Portillo, The Way of the Redeemed Church led the invocation.

C. Pledge of Allegiance.

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

D. Roll Call.

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

E. Mayoral Recognition.

1) Recognition/presentation from VFW Post 12178 Lupita Perez, Commander.

Mayor Gonzalez recognized Lupita Perez, Commander VFW Post 12178 for her outstanding nationally recognized achievements in and around the City of Weslaco.

2) Proclamation - 2024 Farmworker Appreciation Day

Mayor Gonzalez proclaimed March 15, 2024, as “Farmworker Appreciation Day”.

II. PUBLIC COMMENTS

Randy Hall thanked staff and Mayor and Commission for any consideration and work on helping the VFW post get property for a permanent home; praised Commander Lupita Perez for her dedication and dreams in bringing awareness to the Veterans Foreign War Post not only in Weslaco but surrounding communities and hoped for favorable consideration for the donation of land to the VFW Post of Weslaco.

Jose Torres, Texas Rural Legal Aid, thanked the commission for the proclamation that recognized the importance of farmworkers.

Mayor Gonzalez changed the order of the day and introduced New Business item S. There was no objection.

VIII. NEW BUSINESS

S. Discussion and consideration on Resolution 2024-33 supporting the Workin Texas as a primary platform for increasing job matching activity in Hidalgo County and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Martin Garza, City Manager, stated a task force was formed to bring improvements and economic prosperity to residents living below the poverty line in Hidalgo County and the Resolution promotes the efforts to use WorkIn Texas.com platform and introduced Mario Reyna, Prosperity Task Force, Frank Almarez and Jaime Longoria, Work Force Solution.

Mario Reyna, Frank Almarez and Mario Reyna addressed the commission and stated WorkIn Texas platform is a job matching platform to assist the employer and job seeker, is simple to use, have staff ready to assist either party to guide them in providing the information and the use of this platform will increase the hiring of individuals. Jaime Longoria thanked the commission for the opportunity to present the need of improvement to help lift individuals out of poverty by making it a collaborative effort between municipalities and economic development corporations to use this platform and asked favorable consideration of the Resolution.

Commissioner Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to approve Resolution 2024-33 supporting the Workin Texas platform as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

III. PUBLIC HEARING

Commissioner Kerr seconded by Mayor Pro Tem Farias moved to open the public hearing at 5:50 p.m. The motion carried unanimously; Mayor Pro Farias was present and voting.

Commissioner Pedraza requested clarification for the demolition order for 219 S. Texas Blvd stating it was the same for a request for a conditional use permit.

Rebekah de la Fuente, Planning and Code Enforcement Director, stated the owner went before the Board of Adjustment and Appeals to Building Codes and was granted an extension of 12-months to rehabilitate the structure as she presented an architectural analysis the building is structurally sound. Staff will present and elaborate further under a subsequent agenda item.

Commissioner Kerr seconded by Commissioner Gonzalez Jr. moved to open the public hearing at 5:50 p.m. The motion carried unanimously; Mayor Pro Farias was present and voting.

A. To solicit input on the proposed demolition order for unoccupied buildings as dilapidated, substandard, unfit for human habitation and a hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225 located at:

1. 615 N. Republic St. being Hudges Addition Blk 3 Lots 3 & 4. Owner: Altagarcia Viramontes & ET AL

2. 219 S. Texas Blvd being Original Townsite of Weslaco Blk 13 E31' - Lot 26. Owner: Norma Lopez & Tomasita Hernandez

Paula Cadenosa, daughter, stated her mother, Tomasita Hernandez, received a 12-month extension to complete a rehabilitation of the structure, wished to build an event center on the property, has received a report for asbestos, engineer and architect has seen and they are ready with plans to move forward and requested favorable consideration to allow them to continue.

3. 804 N. Palmas, being Esplanada Subdivision Blk 19 Lots 12-14. Owner: Jose Sosa

4. 516 N. Sinclair, being Villa Vista No. 2 Subdivision Blk 9 Lots 9 & 10. Owner: Tomar Amador

5. 413 E. Agostadero St., being Gonzales Subdivision Blk 13 Lot 14. Owner: Felipa Nila

6. 617 E. Plaza being Ramona Addition Subdivision Blk 7 Lot 25, Weslaco, Hidalgo County, Texas. Owner: Jose & Victoria Garza
(Staffed by Planning & Code Enforcement Department.)

B. To solicit input on behalf of Tomasita Hernandez to approve a Conditional Use Permit to operate an event center at 219 S Texas Blvd., also being Lot 26, Block 13, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.

Comments made under the above item 2 applicable to the item.

C. To solicit input on behalf of Alan Dewaikat to approve a Conditional Use Permit for Stefano's Pizza Express to obtain a Wine and Malt Beverage Retailer's On-Premise Permit at

636 E Interstate Highway 2, Suite 105, also being Lot 3, Shops at North Bridge Subdivision, Weslaco, Hidalgo County, Texas.

No comments.

Commissioner Pedraza requested clarification for the demolition order for 219 S. Texas Blvd stating it was the same for a request for a conditional use permit.

Rebekah de la Fuente, Planning and Code Enforcement Director, stated the owner went before the Board of Adjustment and Appeals to Building Codes and was granted an extension of 12-months to rehabilitate the structure as she presented an architectural analysis the building is structurally sound. Staff will present and elaborate further under a subsequent agenda item.

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

IV. REPORTS

A. Inframark.

George Quilantan, Inframark, presented the water flow and capacity levels for the month of January 2024 as follows; Water Treatment Plant flow was 5.7mgd, operating at 44% capacity; North Wastewater Treatment Plant flow was 2.1mgd, operating capacity was also at 44%; and South Wastewater Treatment Plant flow was 1.6mgd, operating capacity was at 67%; preventative maintenance work orders for all facilities to include lift stations was 438 opened and closed 407; went over electrical repairs for the lift stations 37 and 12 (breakers and relay) these lift stations are vital to operations; continue with de-ragging of lift stations as well as monitoring cleaning of pumps signal floats; presented the call out log for January; reported on capital repairs that are budgeted items that included purchase of new pumps for lift stations 17 and 42; repair of a rotor at the South Waste Water Treatment Plant; North Wastewater Treatment Plant belt press ordered; presented an update on the generator transfer switches one quote obtained and waiting for two more. Commented on a concern of possible shortage of water was due to work being done by the irrigation district at an irrigation embankment that had the reservoir water levels lower and an inlet to the reservoir was clogged. Stated protocols are being prepared for monitoring of reservoir and the inlets as well as equipment, transducer, that will alert them when levels are low.

B. Animal Care Services.

Milva Orellana, Animal Control Officer, went over the monthly live release rates for January 2024 202 was at 80% for dogs and cats was 100%; reported new partners It's Grooming Time for grooming services; transported 14 dogs to Corpus Christi to find their forever homes; two adoption events held at PetSmart that had 10 and 11 puppies/dogs adopted; rabies clinic held at Morenos that a good turnout; thanked and recognized Maro Elementary, Ms. Mariscal and The Kindness Club, for donations of over 100 items for the furry friends, reported on a special case, Runner, a dog that had an embedded collar to his neck that had monies raised in the amount of \$600 within hours for veterinary care and thanked staff, Chris, in getting the dog detained after a 45-minute chase; updated on Lucky, the cruelty case from 2022, has been adopted and now lives in

Clearwater, Florida and noted staff makes every effort to keep in touch with adopters to ensure the furry friends are doing well.

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 and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be removed from the consent agenda by the Mayor, a Commission member or the City Manager and will be considered separately.

Mayor Gonzalez entertained a motion for consent agenda unless a member of the commission desired removal of any item for discussion.

A. Approval on request from Texas Rio Grande Legal Aid for closure of 3rd Street from the corner of Texas Blvd to the corner of Missouri Street on March 15, 2024 for the 2024 Farmworker Appreciation Day and authorize the Mayor to execute any related documents. (Staffed by Public Relations Officer.)

B. Approval to submit a grant to the Texas Water Development Board Flood Infrastructure Fund (FIF) for the Harlon Block Park Sports Complex and Surrounding Areas Project and authorize the Mayor to execute any related documents. (Staffed by Asst. City Manager.)

C. Approval of Resolution 2024-20 to ratify the authorizing signatory for FMA grant to the Texas Water Development Board and FEMA for the Harlon Block Park Sports Complex RDF project and authorize the Mayor to execute any related documents. (Staffed by Asst. City Manager.)

D. Approval on the renewal of the Interlocal Agreement 2024 - 2026, an agreement that governs the provision of 9-1-1 services between the Rio Grande Valley Emergency Communication District (referred to as "RGV9-1-1") and the City of Weslaco Police Department and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

E. Approval of Resolution 2024-21 authorizing the designated grantee's official as Adrian Gonzalez, Mayor for Grant No.3814605 FY2024 General Victim Assistance Grant Program as requested by the grant funding agency and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

F. Approval of Resolution 2024-22 authorizing the designated grantee's official as Adrian Gonzalez, Mayor for Grant No.3407207 for FY2023 Local Border Security Program (LBSP) as requested by the grant funding agency and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

G. Approval of Resolution 2024-23 authorizing the designated grantee's official, Adrian Gonzalez, Mayor, for Grant No.4003404 the FY2024 Juvenile Justice and Truancy Prevention Grant Program as requested by the grant funding agency and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

H. Approval of Resolution 2024-24 authorizing the designated grantee's official as Adrian Gonzalez, Mayor for Grant No. 4507601 FY2023 Violence Against Women Justice and Training Grant Program as requested by the grant funding agency and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

I. Approval of Resolution 2024-25 authorizing the designated grantee's official as Adrian Gonzalez, Mayor for Grant No. 4271603 FY2024 Project Safe Neighborhoods Grant Program as requested by the grant funding agency and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

J. Approval of Resolution 2024-26 authorizing the designated grantee's official as Adrian Gonzalez, Mayor for Grant No. 4507602 Violence Against Woman's Justice and Training as requested by the grant funding agency and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

K. Approval of Resolution 2024-27 authorizing the designated grantee's official, Adrian Gonzalez, Mayor for Grant No. 4367802 FY24 Body-Worn Camera Grant as requested by the grant funding agency and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

L. Approval of Resolution 2024-28 authorizing the designated grantee's official as Adrian Gonzalez, Mayor for Grant No. 3173408 FY22 Operation Stonegarden Program as requested by the grant funding agency and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

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

VI. APPOINTMENTS

A. Discussion and consideration on Resolution 2024-29 appointing members to the Recycling Task Force Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Norma A. Cantu, City Secretary, stated there were two vacancies; the nominee from Commissioner Lopez was to appoint Delma Cadena and the nominee of Emiliano Montenegro was from Commissioner Pedraza.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve Resolution 2024-29 appointing Delma Cadena and Emiliano Montenegro to the Recycling Task Force Committee as presented. The motion carried unanimously; Mayor Pro Tem Farias was present and voting.

B. Discussion and consideration to approve Resolution 2024-30 appointing member(s) to the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Norma A. Cantu stated there are two vacancies and ready to proceed with a nomination for one; Commissioner Kerr nominee was to appoint Delma Cadena. Mayor Gonzalez stated his nomination will come at a future agenda.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve Resolution 2024-30 appointing member(s) Delma Cadena to the Ambulance Advisory Board as presented. The motion carried unanimously; Mayor Farias was present and voting.

VII. OLD BUSINESS

A. Discussion and consideration to approve Ordinance 2024-07 for the Voluntary Annexation of West and Adams Tract Subdivision – being a 11.327-acre tract of land out of Farm Tract 758, West and Adams Tract Subdivision, Hidalgo County, Texas and located along South Bridge Avenue approximately 1800 feet north of Mile 5 North and authorize the Mayor Mayor to execute any related documents. First reading of Ordinance 2024-07. Possible action. (There was no action on February 6, 2024; staffed by Planning & Code Enforcement Department.)

Staff stated the developer requested no action.

No action was taken.

VIII. NEW BUSINESS

A. Discussion and consideration after public hearing to authorize the demolition order for an unoccupied building as dilapidated, substandard, unfit for human habitation and a hazard to the health, safety and welfare of the citizens of the City of Weslaco as per Weslaco Code of Ordinances Chapter 26 Article VIII Unsanitary & Dangerous Buildings, §26-225 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

1. 219 S. Texas Blvd being Original Townsite of Weslaco Blk 13 E31' - Lot 26. Owner: Norma Lopez & Tomasita Hernandez.

Rebekah de la Fuente stated applicant submitted a structural analysis from an engineer that is structurally sound. The BOAA recommended a 12-month extension as applicants are ready to move forward with remodeling. Staff recommended demolition.

In response to Commissioner Kerr, the recommendation from staff is because of the amount of time the structure has been substandard (years) and considered blight. The commission can accept the recommendation from the BOAA for the extension; noted applicant has drawn plans to begin the renovation and it was recently purchased, should the structure not comply within the period of the 12-month extension, it will be back to the commission for a demolition order.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve a 12-month extension. The motion carried unanimously; Mayor Gonzalez was present and voting.

2. 615 N. Republic St. being Hudes Addition Blk 3 Lots 3 & 4. Owner: Altagarcia Viramontes & ET AL.

Rebekah de la Fuente presented pictures on the unoccupied building that is dilapidated, substandard, unfit for human habitation and a hazard to the health, safety and welfare of the citizens; owner has not responded to staff and no attendance at the BOAA meeting. Recommendation from the BOAA and staff is demolition.

Commissioner Kerr seconded by Commissioner Rodriguez moved to issue a demolition order. The motion carried unanimously; Mayor Gonzalez was present and voting.

3. 804 N. Palmas, being Esplanada Subdivision Blk 19 Lots 12-14. Owner: Jose Sosa.

Rebekah de la Fuente presented pictures on the unoccupied building that is dilapidated, substandard, unfit for human habitation and a hazard to the health, safety and welfare of the citizens; a daughter communicated with staff and stated was in agreement for demolition. Recommendation from the BOAA and staff is demolition.

Commissioner Kerr seconded by Commissioner Rodriguez moved to issue a demolition order. The motion carried unanimously; Mayor Gonzalez was present and voting.

4. 516 N. Sinclair, being Villa Vista No. 2 Subdivision Blk 9 Lots 9 & 10. Owner: Tomar Amador.

Rebekah de la Fuente presented pictures on the unoccupied building that is dilapidated, substandard, unfit for human habitation and a hazard to the health, safety and welfare of the citizens; a daughter communicated with staff and stated was in agreement for demolition. Recommendation from the BOAA and staff is demolition.

In response to Mayor Pro Tem Farias, the property owner(s) are made aware they have 60-days from the date the demolition order is issued and advised if demolition is done by the city, they will need to pay any monies due to the city if not a lien is filed on subject property if not paid in 30-days.

Commissioner Kerr seconded by Commissioner Pedraza moved to issue a demolition order. The motion carried unanimously; Mayor Gonzalez was present and voting.

5. 617 E. Plaza being Ramona Addition Subdivision Blk 7 Lot 25. Owner: Jose & Victoria Garza.

Rebekah de la Fuente presented pictures on the unoccupied building that is dilapidated, substandard, unfit for human habitation and a hazard to the health, safety and welfare of the citizens; there are several family members having ownership, but none have communicated with staff. Recommendation from the BOAA and staff is demolition.

Commissioner Kerr seconded by Mayor Pro Tem Farias moved to issue a demolition order. The motion carried unanimously; Mayor Gonzalez was present and voting.

6. 2307 E. Plaza St. being West Tract, 0.339AC, S14.4711, AC-N20CA Farm Tract 17; .0339 acres net. Owner: Pedro C. Gonzales.

Rebekah de la Fuente presented pictures on the unoccupied building that is dilapidated, substandard, unfit for human habitation and a hazard to the health, safety and welfare of the citizens; this property was before the commission last year and received an extension; owner has

not made any progress and recognizes structure needs to be demolished. The owner will attempt to do the demolition and aware has 60-days. Recommendation from the BOAA and staff is demolition order be issued if demolition has not been completed by the owner as it is not structurally sound.

Commissioner Kerr seconded by Commissioner Pedraza moved to issue a demolition order if demolition has not been completed. The motion carried unanimously; Mayor Gonzalez was present and voting.

7. 413 E. Agostadero St., being Gonzales Subdivision Blk 13 Lot 14. Owner: Felipa Nila.

Rebekah de la Fuente presented pictures on the unoccupied building; owner has begun renovations of the exterior and will begin interior. The BOAA granted her a 6-month extension. Staff recommended demolition.

Commissioner Kerr seconded by Commissioner Rodriguez moved to grant a 6-month extension. The motion carried unanimously; Mayor Gonzalez was present and voting.

8. 3716 Canan St, being Tierra Prometida Lot 19, Weslaco, Hidalgo County, Texas. Owner: Abiel Ramon.

Rebekah de la Fuente presented pictures on the unoccupied building that is dilapidated, this property has been before the commission and was granted an extension; a new owner has applied for a permit for remodeling and working towards completion. Recommendation from the BOAA is to grant an extension until the life of the permit expires on October 23, 2024, and if not completed will come back to the commission. Staff recommended demolition.

Commissioner Rodriguez seconded by Commissioner Gonzalez Jr. moved to grant extension until life of the permit expires on October 23, 2024. The motion carried unanimously; Mayor Gonzalez was present and voting.

B. Discussion and consideration after public hearing on behalf of Tomasita Hernandez to approve a Conditional Use Permit to operate an event center at 219 S Texas Blvd., also being Lot 26, Block 13, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twenty-three property owners were notified and no objection received; applicant proposes to operate an event center for small events and working on construction plans. The Planning and Zoning Commission and staff recommended approval.

In response to Commissioner Kerr, the conditional use permit is good for one year if not completed applicant will need to reapply or ask for an extension and can set conditions on the permit the structure be habitable.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to approve a Conditional Use Permit to operate an event center at 219 S Texas Blvd as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

C. Discussion and consideration after public hearing on behalf of Alan Dewaikat to obtain a Wine and Malt Beverage Retailer's On-Premise Permit for Stefano's Pizza Express located at 636 E Interstate Highway 2, Suite 105, also being Lot 3, Shops at North Bridge Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated eleven property owners were notified and no objection received; the site is the proposed Stefanos Pizza Express and owner has applied for their building permit. The Planning and Zoning Commission and staff recommended approval.

Mayor Pro Tem Farias seconded by Commissioner Rodriguez moved to approve a Wine and Malt Beverage Retailer's On-Premise Permit for Stefano's Pizza Express located at 636 E Interstate Highway 2, Suite 105 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

D. Discussion and consideration on Ordinance 2024-01 for dis-annexation request from the property owner of 1802 S International Blvd. being a 1.166 AC out of North 210.10 FT of the East 242.00 FT. of Farm Tract 1009, Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Southwest corner of intersection FM 1015 and Mile 6 North and authorize the Mayor Mayor to execute any related documents. First reading on Ordinance 2024-01. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was the existing site of Nana's Taqueria that was voluntarily annexed into city limits in 2021 with the intent of sewer being made available by the city. The owner no longer wished to remain inside city limits as the extension of sewer has not been done. The Planning and Zoning Commission recommended denial; staff recommended approval.

In response to Commissioner Rodriguez, the owner will not be able to voluntarily request annexation until the period has passed.

Martin Garza stated the city has not been able to extend the sewer line; staff met with owner to advise the sewer line would be extended as the city was preparing to solicit qualifications for engineering services for design and then out for bids. The owner stated it was in their best interest to move forward with dis-annexation. Staff advised him once the sewer line is available, he would need to mandatorily connect by city ordinance.

In response to Commissioner Kerr, the location is contiguous to city limits because of the roadway (18th Street) and depending on a service plan of improvements to be provided will be either 2 or 5 years from annexation.

Commissioner Rodriguez seconded by Mayor Pro Tem Farias moved to approve Ordinance 2024-01 for dis-annexation request from the property owner of 1802 S International Blvd as presented. The motion carried 4-2; Commissioners Pedraza and Kerr against; Mayor Gonzalez was present and voting.

Mayor Gonzalez deviated from the agenda and introduced item P. There was no objection.

P. Discussion and consideration to authorize staff to solicit Statements of Qualifications for the collection of delinquent taxes and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Martin Garza stated staff was evaluating two professional services contract/agreements in place to bring before the commission for discussion and questions regarding the agreements; the services for collection of delinquent taxes have been in place for a while and representatives were in attendance.

Mayor Gonzalez stated as newly elected to the board, he would like to familiarize himself with the services, questioned when a report before the commission was last done and would like to see what is available from other firms that would in the best interest for the city.

Hiram Gutierrez, Partner with Perdue, Brandon, Fielder, Collins and Mott the delinquent tax firm for the City, stated they have been with the City since 2017; reports have been submitted and with past administration would ask to make a presentation and report on activity and advised when they would be before the commission; went over their performance measures and stated Weslaco has the best collections rate collected by them in Hidalgo County; work with the citizens of Weslaco in not having resale of properties; the collections in delinquency every year is reduced which means delinquent taxes for the new year are reported to them worked on and they collect a percentage; work throughout the year with those accounts not collected as a result of deferrals (over 65 and do not do resale of properties when asked to work with the citizen); hoped to continue working in serving Weslaco and be afforded the opportunity to present on the activity their firm is doing for them.

Mayor Pro Tem Farias seconded by Commissioner Rodriguez moved to authorize staff to solicit Statements of Qualifications for the collection of delinquent taxes as presented. The motion carried 5-1; Commissioner Kerr against; Mayor Gonzalez was present and voting.

Mayor Gonzalez introduced item New Business Q. There was no objection.

Q. Discussion and possible action on the Professional Services contract for City Prosecutor's services for the Weslaco Municipal Court and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Martin Garza stated this was another professional services contract in place; JR Garza is the City Prosecutor since 2015; one renewal in 2016 and automatic renewal since then; advised he had met with the Municipal Court Coordinator, Rosa Badillo, on the services provided by the City Prosecutor; stated pretrials occur the third Thursday of the month and the fourth Thursday back for actual trials; provides legal guidance, as needed, for Class C misdemeanors as well any questions regarding Municipal Court matters. The City Manager voiced some concerns regarding responses and preparation of motions and staff travels to McAllen in personal vehicle to retrieve documents. The agreement for City Prosecutor is a \$5,000 monthly retainer and stated the item was to discuss the contract and address any questions from them with staff and Mr. JR Garza was also in attendance.

In response to Commissioner Kerr, Martin Garza stated these issues were not addressed with JR Garza; the concerns were discussed with him, and his duty was to report to the commission; the contract is approved by the commission and the City Prosecutor is not an employee of the city.

Commissioner Kerr voiced he did not agree that any concerns brought forth were not addressed with Mr. JR Garza before placing it on the agenda for possible termination.

Mayor Gonzalez commented he would like to see what other opportunities were available to the City for this type of services; thanked JR Garza and appreciated his service to the City; his recommendation was to terminate, appoint an interim and solicit Statement of Qualifications.

Mr. JR Garza, City Prosecutor, addressed the commission and voiced objection to the comments made on his performance as City Prosecutor that have not been brought to his attention and discussed.

Juan E. Gonzalez stated professional services is a subjective matter; TML guidelines indicate that majority of cities do not go out for request of qualifications for professional services.

In response to Commissioner Rodriguez, Joel Rivera, Police Chief, stated he had no concerns and JR Garza has been responsive to his requests; Rosa Badillo stated she has addressed the processing of documentation to him for timely responses was a concern, is readily available and well-informed in the law but issues again are more in the documentation and submitting of motions which he addressed when brought to his attention.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to approve and solicit Statements of Qualifications for Professional Services for City Prosecutor for the Weslaco Municipal Court as presented. The motion failed 3-3; Commissioners Rodriguez, Pedraza, and Kerr against; Mayor Pro Tem Farias, Commissioner Gonzalez Jr. and Mayor Gonzalez voting in favor.

E. Discussion and consideration on Ordinance 2024-08 amending Ordinance 2012-02 to increase members for the Animal Shelter Advisory Board and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-08. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente stated currently this board had five members. Staff recommended increasing the membership by two that would be citizens creating a total roster of seven members.

Commissioner Rodriguez seconded by Mayor Pro Tem Farias moved to approve Ordinance 2024-08 amending Ordinance 2012-02 to increase members for the Animal Shelter Advisory Board as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

F. Discussion and consideration to award RFB No. 2023-24-12 for a New Belly Dump Trailer to the lowest bidder, Brazos Trailers LLC, for an amount not to exceed \$37,010 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce, Public Works Director, recommended to award to the most advantageous bidder Brazos Trailer Manufacturing LLC, in an amount not to exceed \$37,010; five responses were received and evaluated with Brazos being under by around \$12,000; staff verified the bid was in order with vendor; delivery if in stock will be quickly, if not in stock delivery is within four weeks. Staff recommended Brazos Trailer Manufacturing not to exceed \$37,010.

Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to award RFB No. 2023-24-12 to Brazos Trailers LLC, for an amount not to exceed \$37,010 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

G. Discussion and consideration on an Interlocal Agreement between Hidalgo and Cameron Counties Irrigation District No. 9 and City of Weslaco for hike and bike trails and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Commissioner Kerr abstained from discussion and vote.

Omar Rodriguez, Parks and Recreation Director, stated the agreement outlines the relationship with Precinct 1 in continuing with a hike and bike trails at Harlon Block by allowing the city to continue with trails on the north side of the ditches at Harlon Block Park; if approved, Precinct 1 will then present the agreement to the irrigation district for their approval. Staff recommended approval.

Commissioner Pedraza seconded by Mayor Pro Tem Farias moved to approve Interlocal Agreement between Hidalgo and Cameron Counties Irrigation District No. 9 and City of Weslaco for hike and bike trails as presented. The motion carried; Commissioner Kerr abstained; Mayor Gonzalez was present and voting.

H. Discussion and consideration on the Lease Agreement for the use of Harlon Block Park Sports Complex for the Weslaco Little League youth baseball and softball league program from March 4, 2024- July 31, 2024 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated this is the annual agreement for Weslaco Little League for the use of the park for their recreational programs; a change to the agreement would tournaments for advancement purposes such as district and regional there is no fee but any invitational tournaments (funding raising events) park fees will not be waived; agreement also removes the limitations on city events prior agreement allowed only one city event now the change will allow more flexibility to the city to host more events. Staff recommended approval.

In response to Mayor Gonzalez and Commissioner Kerr, if the park is available other users will be able to use the park so long as it does not conflict with little league scheduled events. Mayor Pro Tem Farias recommended a clause be looked at to be added in the future to address scheduled events from all leagues be submitted beginning of the year as he felt this would allow staff to accommodate requests from other users especially groups that are Weslaco residents. Staff stated a workshop held with all organizations were advised a policy would be presented to the

commission on how scheduling of youth programs will be done and may include who are priority of users.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to approve the Lease Agreement for the use of Harlon Block Park Sports Complex for the Weslaco Little League youth baseball and softball league program from March 4, 2024- July 31, 2024, as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

I. Discussion and consideration to authorize staff to solicit proposals for a customized lighted drone show for downtown fourth of July celebration and authorize the Mayor to execute any related document. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated the annual 4th of July celebration has been traditionally held at Mayor Pablo Pena Park and has become less inclusive due to limitations of presenting a public fireworks display; past events had the need for closure of the park to accommodate the use of larger shells. Staff recommended to solicit proposals for a lighted drone show to be displayed in the downtown area; a drone show can last 12 minutes due to battery life of the drones; budgeted amount is \$30,000 and solicitation would request the number of drones, specifications, and experience in doing this type of display.

Commissioner Kerr seconded by Mayor Pro Tem Farias moved to authorize staff to solicit proposals for a customized lighted drone show for downtown 4th of July celebration as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

J. Discussion and consideration to rescind the purchase of a new model 2025 Freightliner XT Pro 56 Forestry Truck as approved January 16th per sales quote QU17225 from vendor Custom Truck One Source under Southwell Contract 110421-TER, for an amount not to exceed \$172,839 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated item J and K are related items; previous commission action approved the purchase of a new 2025 Freightliner; order was placed and advised would not be available to the end of the year but available was a 2024 model. Staff recommended approval to rescind the purchase of a new model 2025 Freightliner XT Pro 56 Forestry Truck.

Commissioner Pedraza seconded by Mayor Pro Tem Farias moved to rescind the purchase of a new model 2025 Freightliner XT Pro 56 Forestry Truck sales quote QU17225 from vendor Custom Truck One Source under Southwell Contract 110421-TER as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

K. Discussion and consideration to purchase a new model 2024 Freightliner XT Pro 56 Forestry Truck per sales quote QU17235 from vendor Custom Truck One Source under Southwell Contract 110421-TER, for an amount not to exceed \$166,667 as budgeted and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez recommended approval of the 2024 Freightliner XT Pro 56 Forestry Truck from vendor Custom Truck that is available for immediate delivery and would save the city \$6,169.

Commissioner Pedraza seconded by Commissioner Rodriguez moved to purchase a new model 2024 Freightliner XT Pro 56 Forestry Truck per sales quote QU17235 from vendor Custom Truck One Source under Southwell Contract 110421-TER, for an amount not to exceed \$166,667 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

L. Discussion and consideration to purchase a Bosch CDR 900 tool kit, Software, and Cable Bundle, vehicle collision data retrieval system in the amount of \$29,250 from Sole Source Crash Data Group and authorize the Mayor to execute any related items. Possible action. (Staffed by Police Department).

Joel Rivera, Police Chief, stated the Software, and Cable Bundle was a necessary to the department as it retrieves vehicle collision crash data from vehicles to be used in processing crime scene and accident scenes; partnering with STC to provide courses to police personnel for advance mathematic and geometry courses on that would assist in the reconstruction of scenes. Staff recommended approval and is a budgeted item.

Commissioner Kerr seconded by Commissioner Pedraza moved to purchase a Bosch CDR 900 tool kit, Software, and Cable Bundle, vehicle collision data retrieval system in the amount of \$29,250 from Sole Source Crash Data Group as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

M. Discussion and consideration to purchase Taser Equipment (13 Handheld Tasers, replacement, and re-certification equipment) from Axon Enterprise Incorporated through Contract BuyBoard Proposal No. 698.23, in the amount of \$25,946 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Mayor Pro Tem Farias abstained from discussion and vote.

Joel Rivera stated the taser equipment in place has reached end of life use; the purchase would replace that existing equipment that is an important tool to the department as it helps minimize injury to an officer. Staff recommended approval.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to purchase Taser Equipment (13 Handheld Tasers, replacement, and re-certification equipment) from Axon Enterprise Incorporated as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

N. Discussion and consideration on Resolution 2024-31 to establish the Weslaco Blue Ribbon Committee for the purpose of redesigning and/or rebranding a new city logo and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Martin Garza recommended approval of the resolution to establish the Blue Ribbon Committee to established on a temporary basis; will be composed of seven members to assist in the

redesign/rebranding of a new city logo; each member of the commission will make an appointment and staff will bring back for official appointment once they submit their nominee.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to approve Resolution 2024-31 to establish the Weslaco Blue Ribbon Committee for the purpose of redesigning and/or rebranding a new city logo as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

O. Discussion and consideration on Resolution 2024-32 to establish the Weslaco Blue Ribbon Committee for the Iwo Jima memorial monument recognizing Corporal Harlon Block and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Martin Garza stated comments received at a previous meeting, a resident noted in February 2025 the 80th anniversary of the flag raising event for Iwo Jima was being celebrated; staff recommended a seven-member Blue Ribbon Committee to assist in discussions for recognition Harlon Block and recognition the anniversary of the flag raising event. Staff recommended approval.

Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to approve Resolution 2024-32 to establish the Weslaco Blue Ribbon Committee for the Iwo Jima memorial monument recognizing Corporal Harlon Block as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

P. Discussion and consideration to authorize staff to solicit Statements of Qualifications for the collection of delinquent taxes and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

See page 11.

Q. Discussion and possible action on the Professional Services contract for City Prosecutor's services for the Weslaco Municipal Court and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

See page 11.

R. Discussion and consideration prescribing meeting days will be held on the first and third Monday or Wednesday during the months of March, April and May 2024 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Mayor Gonzalez requested the item and stated if suitable to the commission, to consider for the months of March through May to meet on Monday or Wednesday to be able to attend his sons' games. Commissioner Kerr noted his son plays basketball on Mondays and Wednesdays.

The City Attorney stated the Charter says they shall have one meeting a month as prescribed by ordinance, ordinances passed have set meeting to be First and Third Tuesday. He opinioned the commission can hold regular meetings on days other than Tuesday by amending the ordinance.

Mayor Gonzalez withdrew the item from action.

No action.

S. Discussion and consideration on Resolution 2024-33 supporting the Workin Texas as a primary platform for increasing job matching activity in Hidalgo County and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

See page 2.

T. Discussion and consideration to approve renewal of the Loss Control/Risk Management contract set to expire March 02, 2024 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Mayor Pro Tem Farias abstained from discussion and vote.

Luz Galindo, Human Resources Director, stated the contract is set to expire March 2, 2024; services are provided by Villafranca Consulting/Claims Service, LLC a sub-contractor through Montalvo Insurance; current contract is \$36,000 per year that included 225 annual hours of loss control and risk management services; renewal contract included a proposal of \$8,500 for additional training/certification hours; went over the loss summary report and stated for the last three years losses have decreased; a dividend check may be earned at the end of the year of \$55,000 if losses remain at a minimum compared to last year's dividend check of \$46,000. Staff recommended approval.

Commissioner Kerr seconded by Commissioner Rodriguez moved to approve renewal of the Loss Control/Risk Management as presented. The motion carried; Mayor Pro Tem Farias abstained; Mayor Gonzalez was present and voting.

IX. EXECUTIVE SESSION

At 7:53 p.m. Commissioner Pedraza seconded by Commissioner Gonzalez Jr. moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

At 9:08 p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

X. 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 a complaint filed by a firefighter as authorized by Section §551.074 of the Texas Government Code.

No action.

C. Real Property - Consultation with City Attorney on the acquisition, sale, exchange, lease or value of real property being 35.28 acres except the southeast 1.90 acre for 33.38 net acres

of land out of Farm Tract 59, West Tract Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to authorize the City Manager and Mayor to have real property placed under contract conditioned to reimbursement from TxDot and overvaluation of property as a donation to the city as discussed in executive session. The motion carried unanimously; Mayor Gonzalez was present and voting.

D. Real Property - Consultation with City Attorney on the acquisition, sale, exchange, lease or value of real property being 25 acres out of 53.97 acres of land out of Farm Tracts 807 and 808, Block 139, West Tract Subdivision, Weslaco Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

No action.

E. 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 Section §551.072 of the Texas Local Government Code.

No action.

F. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at E Mile 5 North described as the net 7.09 acres out of the West Tract 9.688 acres being an irregular tract out of the E407.92'-W663.22'-N1210.73' EXC N209.42'-E208', out of Farm Tract 828, Weslaco Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve a contract be done to donate the land to VFW conditioned on receipt of a grant as discussed in executive session. The motion carried unanimously; Mayor Gonzalez was present and voting.

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

Commissioner Pedraza seconded by Commissioner Rodriguez moved to approve option 5 regarding financial offer or other incentives for Project Empire as discussed in executive session. The motion carried unanimously; Mayor Gonzalez was present and voting.

XI. ADJOURNMENT

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to adjourn the regular meeting of February 20, 2024, at 9:15 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
MARCH 5, 2024**

On Tuesday, March 5, 2024, 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	Adrian Gonzalez
	Commissioner	Letty Lopez
	Commissioner	Israel Gonzalez Jr.
	Commissioner	JP Rodriguez
ABSENT:	Mayor Pro Tem	Adrian Farias
	Commissioner	Josh Pedraza
	Commissioner	Greg Kerr
STAFF PRESENT:	Martin Garza	City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

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

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Gonzalez called the meeting to order and certified the public notice of the meeting as properly posted Friday, March 1, 2024.

B. Invocation.

Pastor Steve Parker, First Baptist Church led the invocation.

C. Pledge of Allegiance.

Mayor Gonzalez 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, Pedraza and Mayor Pro Tem Farias and a quorum present.

E. Mayoral Recognition.

1) Recognition of First Baptist Church.

Mayor Gonzalez proclaimed March 5, 2024 as “First Baptist Church Shelter Appreciation Day” recognized the commitment in serving the community in its unwavering support and humanitarian efforts.

2) Proclamation - Unidos contra la diabetes

Mayor Gonzalez proclaimed March 26, 2024 as “National Diabetes Alert Day” and recognized Unidos Contra La Diabetes on the continued efforts to bring awareness and prevention for Type 2 diabetes in the Rio Grande Valley.

II. PUBLIC COMMENTS

Kendall Hill, French’s Service & Repair, voiced comments on the proposed 2-hour parking for the downtown area; concerned would have a negative impact to the downtown businesses; the problem was employees and owners utilizing prime parking spaces in the downtown area; city needed to have other options for additional parking; suggested signage to be “Customer Parking Only” would be more customer friendly than imposing a limit that would result in parking tickets issued that could discourage individuals from coming to Weslaco’s downtown area.

III. REPORTS

Mayor Gonzalez stated no reports would be done at this time.

A. Weslaco Chamber of Commerce & Visitor Center.

B. Weslaco Economic Development Corporation.

C. Expansion/Renovations of the South Wastewater Treatment Plant. (Staffed by Engineering Department.)

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 enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be removed by the Mayor, a Commission member or the City Manager and will be considered separately.

A. Approval of the Minutes of the Regular Meeting on February 6, 2024 (Staffed by City Secretary Department.)

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

1) Ordinance 2024-01 for dis-annexation request from the property owner of 1802 S International Blvd. being a 1.166 AC out of North 210.10 FT of the East 242.00 FT. of Farm Tract 1009, Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Southwest corner of intersection FM 1015 and Mile 6 North and authorize the Mayor to execute any related

documents. (First reading held February 20, 2024; staffed by Planning & Code Enforcement Department.)

C. Approval of a request by Valley Nature Center to utilize Gibson Park parking lot on April 13, 2024, from 8:00 a.m. - 11:00 p.m. for the 9th annual Spring Feast event, and authorize the Mayor to execute any related documents as may be required, and waive any fees that may be associated with the event. (Request by Valley Nature Center.)

D. Approval of Resolution 2024-34 to apply for the FY2025 Operation Lone Star for overtime, 2 units, riot gear, and an all-terrain utility vehicle, with no match and no recurring cost for the subject of the grant and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

E. Approval of Resolution 2024-35 to apply for the FY2025 Local Border Security Program for overtime for Intel gathering with no match and no recurring cost for the subject of the grant and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

F. Approval of Resolution 2024-36 to apply for the FY2025 State and Local Cybersecurity - Governance and Planning with a 10% match requirement and no recurring cost and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

G. Approval of Resolution 2024-37 to apply for the FY2025 State and Local Cybersecurity Grant Program (SLCGP) - Assessment & Evaluation Projects with a 10% match requirement and no recurring cost and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

H. Approval of Resolution 2024-38 to apply for the FY2025 State & Local Cybersecurity Grant Program (SLCGP) - Mitigation Project with a 10% match requirement and no recurring cost and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

I. Approval of Resolution 2024-39 to apply for the FY2025 State & Local Cybersecurity Grant Program (SLCGP) - Workforce Development Project for Training for IT and PD Personnel with a 10% match requirement and no recurring cost and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

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

For the record following is the caption of Ordinance 2024-01.

ORDINANCE NO. 2024-01

AN ORDINANCE DE-ANNEX TERRITORY OUT OF THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 1.166 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE;

PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

CITY OF WESLACO
/s/Adrian Gonzalez, MAYOR

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

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

V. NEW BUSINESS

A. Discussion and consideration to approve the Final Plat for Angelita Estates Subdivision being 3.441 acres out of Farm Tract 799, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 535ft south of Tierra Santa Dr. on the east side of S. Border Ave. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente, Planning and Code Enforcement Director, stated this was a proposed three (3) lot subdivision outside city limits; serviced with water and sewer by city; applicant requested a variance for off-site drainage and has provided the letters of support from the irrigation and the drainage district. The Planning and Zoning Commission recommended approval with variance; staff recommended approval with compliance with the ordinance on the variance.

In response to Commissioner Rodriguez, staff stated when an applicant requested a variance for off-site drainage, they still meet the 50-year storm retention required; the off-site drainage is a different method of discharge that is more acceptable to the irrigation districts and staff as channels are widened to accommodate the additional drainage and maintained by either the city, drainage districts or county whoever has ownership.

Commissioner Lopez seconded by Commissioner Rodriguez moved to approve the Final Plat for Angelita Estates with variance as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

Mayor Gonzalez stated no action would be taken for items B, C, D, F and G to allow a full attendance of the commission. There was no objection.

B. Discussion and consideration to accept and file the Quarterly Investment Report for period ending December 31, 2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

No action.

C. Discussion and consideration to accept and file the Financial Reports (unaudited) as of December 31, 2023 for the General Fund, Water and Sewer Fund, Solid Waste Fund, and Airport Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

No action.

D. Discussion and consideration to solicit Engineering Services to update the City's Water Conservation and Drought Contingency Study and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.)

No action.

E. Discussion and consideration to ratify a budget amendment to the FEMA and TDEM Kansas and Los Torritos Drainage Project DR-4377-0005 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.)

Andrew Munoz, Asst. City Manager, stated this has been an ongoing project for the last three years that has been delayed at the federal (FEMA) and state (TDEM) agencies; received notification that the request for 5% federal funding under the sub management practices was not funded but received 2% of the total project cost. Staff recommended approval on a budget amendment in the amount of the deficit of \$186,000 to move forward with the procurement process in April and complete the project. Staff would bring back the budget amendment for the shortfall during the mid-year budget amendment that are presented to the commission.

Commissioner Lopez seconded by Commissioner Gonzalez Jr. moved to ratify a budget amendment to the FEMA and TDEM Kansas and Los Torritos Drainage Project DR-4377-0005 in the amount of \$186,000 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

F. Discussion and consideration to solicit Professional Services for the Appraisal of Airport Land and Facilities and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

No action.

G. Discussion and consideration to authorize staff to negotiate a contract with the highest ranked architect for RFQ No.: 2023-24-08 Architectural / Engineering Design Services for Boys & Girls Club of Weslaco Facilities Expansion and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

No action.

H. Discussion and consideration on Resolution 2024-40 to apply for the FY2025 State Crisis Intervention Grant: Tri-Response Mental Health Unit with no match and no recurring cost for the subject of the grant and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Joel Rivera, Police Chief, stated the police department is always the first response to any type of incidents; a challenged face is dealing with mental health issue calls that has increased; a proposal to Texas Tropical Health Behavioral Health was to do a Tri-Response Mental Health Unit that has the department to be proactive in responding to emergency calls of individuals in crises; would be a first in the Valley and composed of 1) Tropical Health Behavioral Health that would assess the individual, 2) Police Department will ensure the safety of the patient and staff, provide testimony and legal action to remand if necessary and 3) Fire Department will provide medical

assistance. Staff recommended approval of the Resolution to apply for grant funding and stated Tropical Health Behavioral Health has stated they are ready to assist regardless of funding.

Commissioner Rodriguez seconded by Commissioner Lopez moved to approve Resolution 2024-40 to apply for the FY2025 State Crisis Intervention Grant: Tri-Response Mental Health Unit as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

I. Discussion and consideration for approval of full refurbishment of 2008 Pierce Velocity unit 566 from Fire Trucks Unlimited for the amount of \$582,728.00 with a 50% deposit required upon acceptance of the proposal from Sourcewell Contract #120921-BLE and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio Lopez, Fire Chief, stated response calls has increased to 12,000-13,000 calls a year; the request would allow for full refurbishment of Unit 566 a reserved engine that include a full rebuild a engine, transmission, axles, new wire harnesses, body modifications, new tires, new interior with seating and safety equipment, pump rebuild, brake systems, paint and body and will be the first of several to be refurbished to build up the reserve fleet. Staff recommended approval, is a cost savings to the City and noted the vendor will send a rental of another truck for the duration until the refurbished unit is back that is already included in the cost.

Commissioner Rodriguez seconded by Commissioner Gonzalez Jr. moved to approve full refurbishment of 2008 Pierce Velocity unit 566 from Fire Trucks Unlimited for \$582,728.00 with a 50% deposit required upon acceptance of the proposal from Sourcewell Contract #120921-BLE as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

J. Discussion and consideration on Ordinance 2024-09 amending Section 106 of Ordinance 200, The City of Weslaco Stopping, Standing and Parking Ordinance Codified as Article III, Section 134-133 of the Weslaco Code Ordinance to designate a 2-hour parking zone on downtown roadways including Texas Blvd from Pike Blvd to 6th St, 3rd St from Kansas Ave to Missouri Ave, 4th St from Kansas Ave to Missouri Ave, and 5th St from Kansas Ave to Missouri Ave and ordaining other matters with respect to the subject hereof. First reading of Ordinance 2024-09. Possible action. (Staffed by Engineering Department.)

Albert Aldana, City Engineer, stated the proposed ordinance would have a 2-hr parking limitation for the downtown area to help promote availability of parking; went over the area for the 2-hr parking that included Texas Blvd from Pike to Sixth Street and surrounding streets 3rd, 4th and 5th Streets between Kansas Ave and Missouri Ave. Staff recommended approval.

Mayor Gonzalez stated concerns raised to him from the downtown merchants is the availability of parking; merchants voiced the issue is the employees of the downtown businesses utilizing prime parking spaces and questioned how the enforcement would be done.

Martin Garza stated the city needs to present a customer friendly environment for the merchants and customers; the concern of parking would be addressed in a two strategy approach; the ordinance will allow the city to move forward to address the concern and allow enforcement and begin to evaluate for long term solutions such as purchase or lease of property for a parking lot; staff will begin to look at mapping the area for possible locations and back to the commission for

action. Staff noted a concern voiced by the merchants is the distance a customer may need to walk to the downtown area; a recommendation from staff would be if a property is leased for parking, for the business owners to encourage the employees utilize and leave the downtown parking for the customers.

Commissioner Gonzalez Jr. suggested assignment of spaces to the merchants. Commissioner Rodriguez voiced concern on the enforcement and what mechanism would be in place that measures the violation that allows for a citation be issued.

Joel Rivera stated there will be an enforcement period such as a 30-day grace period, repeat offenders will be issued citations; stated violations of the ordinance will be more complaint driven and due diligence will be done to verify the violation and move forward.

Mayor recommended no action to allow a full attendance of the quorum.

No action.

IX. EXECUTIVE SESSION

At 6:20 p.m. Commissioner Rodriguez seconded by Commissioner Lopez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

At 6:45 p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

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. Legal Consultation – 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.

Commissioner Lopez seconded by Commissioner Gonzalez Jr. moved to approve the City Attorney proceed with arbitration as discussed in executive session. The motion carried unanimously; Mayor Gonzalez was present and voting.

C. Real Property - Consultation with City Attorney on the acquisition, sale, exchange, lease or value of real property located on 18th St, west of Pleasantview Drive described as being 12.16 acres of land out of a gross 14.82-acre tract of land out of Farm Tract 706, West Tract Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

No action.

D. Real Property - Consultation with City Attorney on the acquisition, sale, exchange, lease or value of real property being 35.28 acres except the southeast 1.90 acre for 33.38 net acres of land out of Farm Tract 59, West Tract Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

Commissioner Lopez seconded by Commissioner Rodriguez moved to approve staff proceed with the purchase of real property under the terms and conditions as discussed in executive session. The motion carried unanimously; Mayor Gonzalez was present and voting.

E. Real Property - Consultation with City Attorney on the acquisition, sale, exchange, lease or value of real property being 25 acres out of 53.97 acres of land out of Farm Tracts 807 and 808, Block 139, West Tract Subdivision, Weslaco Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

No action.

F. 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 Section §551.072 of the Texas Local Government Code.

No action.

G. Real Property - Consultation with the City Attorney regarding the purchase, exchange, lease or value of real property legally described as Lots 18, 19, 20, 21 & 22, Block 42, Weslaco Original Townsite, Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.

No action.

XI. ADJOURNMENT

Commissioner Rodriguez seconded by Commissioner Lopez moved to adjourn the regular meeting of March 5, 2024 at 6:49 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-214	
From: REBEKAH DE LA FUENTE			
Subject: Approval of six-month extension for the Final Plat for Pablo Pena Jr No. 2 – being 5.57 acres out of Farm Tract 145, block 179, The West and Adams Tracts, Weslaco, Hidalgo County, Texas Located on the Northwest corner of n Westgate dr. & Canyon Rd. and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed seven (7) lot subdivision is located inside the City of Weslaco. Six-month extension of Final Plat approval is set to expire on February 3, 2024. This is the 2 nd extension. Project is about 75% completed. Pending pressure test, mandrel for sewer line and pavement. Engineering has provided an email.			
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 six-month extension request at their regular meeting of March 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the six-month extension.			
Attachments, if any: six-Month Ext-Pablo Pena Jr No. 2 - Memo, Pablo Pena Jr No.2 - Extension Letter 2-2-24, Pablo Pena jr #2- email, Pablo Pena No. 2 Aerial			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Pablo Pena Jr No. 2 - Six-Month Extension

DATE: March 7, 2024

The proposed seven (7) lot subdivision is located inside the City of Weslaco. Final Plat approval expired on March 7, 2024. This is the second 6-month extension for the subdivision. City staff has reviewed and approved the construction plans and pre-construction meeting was held and a Notice to Proceed was issued. The developer is 75% complete and is pending pressure test, mandrel for sewer line and pavement.

Thank you,

Rebekah de la Fuente, CFM



RIO DELTA ENGINEERING

CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

February 2, 2024

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

Re: Pablo Pena Jr. Subdivision No.2, request for 6 months extension

Dear Ms. De La Fuente,

As agents for the subdivision to be named "Pablo Pena Jr. Subdivision No.2", we are requesting a 6-month extension to complete this subdivision due to construction and material delays with Magic Valley Electric Cooperative. We are currently 90% complete and we foresee completing the construction of the remaining subdivision within the next 6 months.

Respectfully submitted,

Ivan Garcia P.E. R.P.L.S
Agent

From: [Joe Mondragon](#)
To: [Flor Acuna](#)
Cc: [Alberto J. Aldana](#); [Rebekah M. De La Fuente](#)
Subject: Pablo Pena jr #2
Date: Wednesday, February 7, 2024 4:44:22 PM
Attachments: [image001.png](#)

Good Afternoon,

This Email is to comment on the 6 month extension for the project of Pablo Pena#2 this project is about 75% still needs to Pressure test and mandrel for sewer line needs there pavement.

_Thank you,

Joe Mondragon

Construction Inspector

Engineering Department

"CITY ON THE GROW"



City of Weslaco



255 S. Kansas Avenue

Weslaco, TX 78596

Ph: (956) 973-4002 Ext. 6675

Cell: (956) 532-8798

Fax: (956) 973-3128

jmondragon@weslacotx.gov

Corner Stop

W Sugarcane Dr

W Sugarcane Dr

Six-month Extension Pablo Pena No. 2

Cleckler-Heald Elementary School

Beatriz Garza Middle School

N Border Ave

Harrison St

Taft St

Urban Nails & Spa

Cypress Dr

Hollow Rd

W Beaumont Dr

Wings and Rings

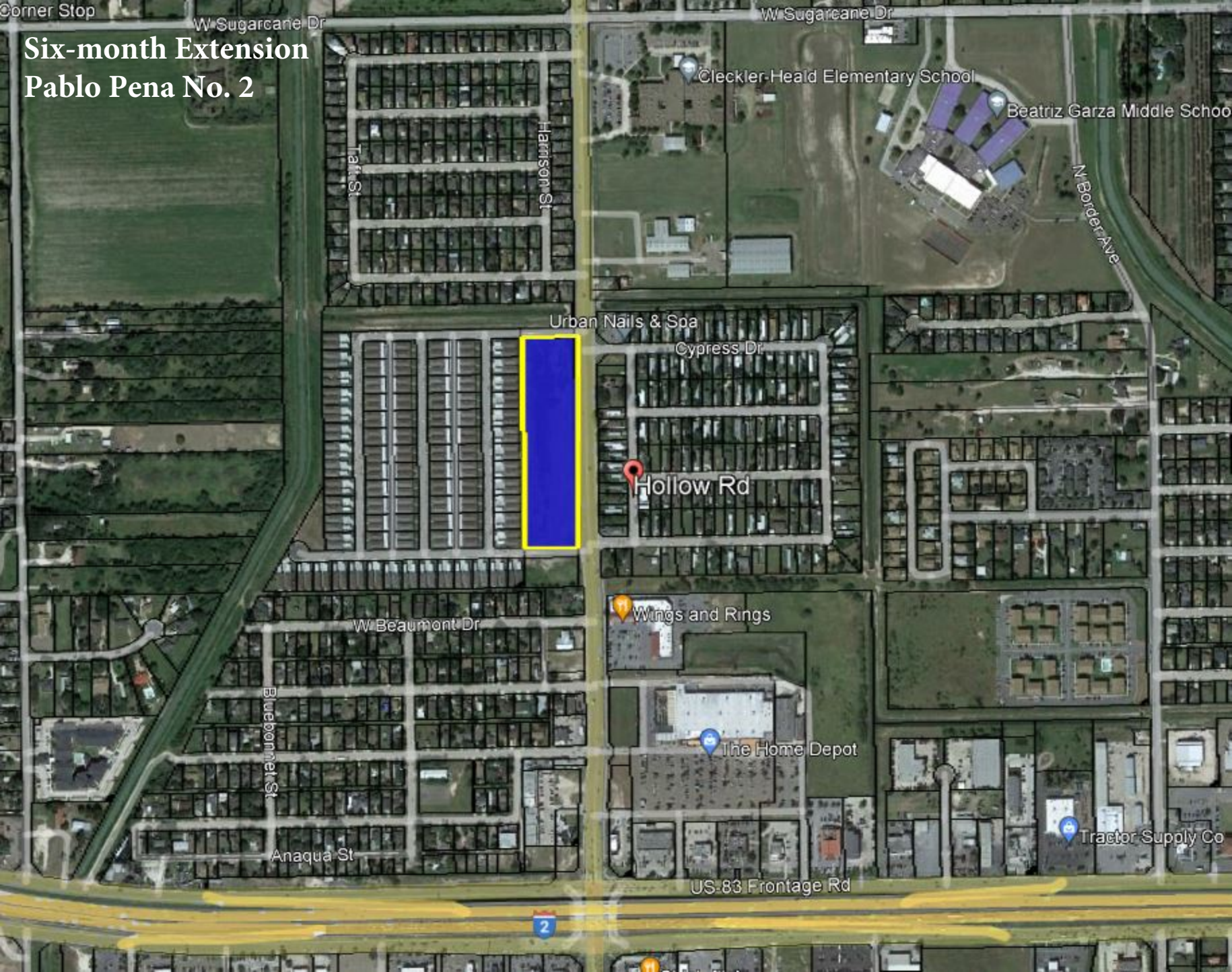
The Home Depot

Tractor Supply Co

Anaqua St

US-83 Frontage Rd

2





Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-216	
From: REBEKAH DE LA FUENTE			
Subject: Approval of six-month extension for the Final Plat for Camino De Verdad Subdivision being a 17.83 acres out of 16.76 acre tract of Farm Tract 1021 and 1.07 acre tract of land out of farm tract 1022, Block 113, Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 750 ft. east of FM 1015 on Camino De Verdad Road and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed fifty-eight (58) lot subdivision is located inside the City of Weslaco. Six-month extension of Final Plat approval is set to expire on February 7, 2024. This is the 1 st extension. Project is about 75% completed. Pending roadway, testing water and sewer psi, mandrel, meter boxes and painting inside the manholes concrete collars. Engineering has provided an email.			
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 six-month extension request at their regular meeting of March 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the six-month extension.			
Attachments, if any: Six-Month Ext-Camino de Verdad- Memo, camino de verdad ph1 subd -letter, Camino De Verda- email, Camino de Verdad-aerial			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Camino De Verdad - Six-Month Extension

DATE: March 7, 2024

The proposed fifty-eight (58) lot subdivision is located inside the City of Weslaco. Final Plat approval expired on February 7, 2024. This is the first 6-month extension for the subdivision. City staff has reviewed and approved the construction plans and pre-construction meeting was held and a Notice to Proceed was issued. The developer is 75% complete and is pending the roadway, testing water and sewer psi, mandrel, meter boxes and painting inside the manholes concrete collars.

Thank you,

Rebekah de la Fuente, CFM



February 9, 2024

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

Re: Final Plat Approval Extension Request for Camino De Verdad Ph 1 Subdivision

Ms. De la Fuente,

I am writing on behalf of Brownstone Consultants LLC to formally request an extension for the Camino de Verdad Phase 1 final plat approval. The project is currently in the roadway construction phase and all the underground utilities have been installed and completed.

We kindly request your consideration for the extension. If you have any questions or concerns, please feel free to contact me at (956) 429-9033 or email me at david@bstone.biz. Your prompt response to this request will be greatly appreciated.

Respectfully,

A handwritten signature in blue ink, appearing to read 'D. Chacon', is written over a horizontal line.

David M. Chacon, PE, CCM, CFM
Director of Engineering
Brownstone Consultants, LLC

From: [Joe Mondragon](#)
To: [Flor Acuna](#)
Cc: [Rebekah M. De La Fuente](#); [Alberto J. Aldana](#)
Subject: Camino De Verda Extension
Date: Tuesday, February 13, 2024 3:14:28 PM
Attachments: [image001.png](#)

Good Afternoon,

This E-mail is in response to the extension request, this project is about 75% completed. They are working on the roadway for asphalt they are also pending Testing for water and sewer psi test and mandrel. They also need other details like meter boxes, painting inside of manholes, concrete collars.

_Thank you,

Joe Mondragon

Construction Inspector

Engineering Department

"CITY ON THE GROW"



City of Weslaco



255 S. Kansas Avenue

Weslaco, TX 78596

Ph: (956) 973-4002 Ext. 6675

Cell: (956) 532-8798

Fax: (956) 973-3128

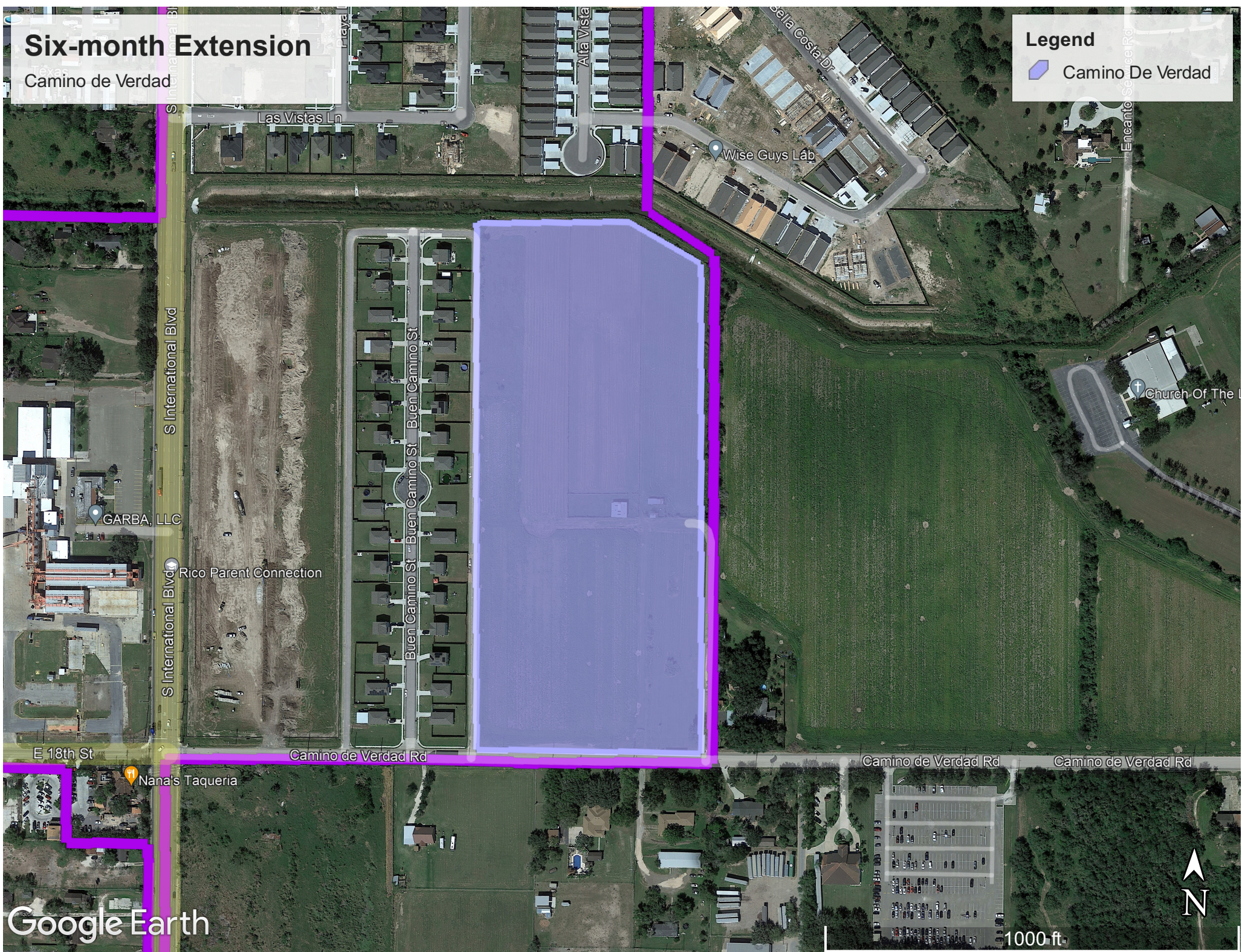
jmondragon@weslacotx.gov

Six-month Extension

Camino de Verdad

Legend

 Camino De Verdad





Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-221	
From: REBEKAH DE LA FUENTE			
Subject: Approval of three-month extension for the Final Plat for Milanos Estates Phase II Subdivision being a 27.65 acres out of Farm Tract 720 and 721, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 240 ft. North from the intersection of Mile 5 ½ West Road and Mile 6 ½ West Road. and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed one-hundred and twenty-seven (127) lot subdivision is located outside the City of Weslaco. Final Plat approval is set to expire on March 7, 2024. This is the 1 st extension. Project is about 90% completed. Pending roadway, stamping for services and lot numbers on the curb. Engineering has provided an email.			
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 three-month extension request at their regular meeting of March 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the three-month extension.			
Attachments, if any: Milanos estates phase II -letter, three-Month Ext-Milanos Estates PH II- Memo, Milano's phase2 extension, Milanos Estates PH III - aerial			
Responsibilities upon Approval: Staff will advise the applicant.			



RIO DELTA ENGINEERING

CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

February 27, 2024

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

Re: Milanos Estates Phase II Subdivision, request for 3 months extension

Dear Ms. De La Fuente,

As agents for the subdivision to be named "Milanos Estates Phase II Subdivision", we are requesting the City of Weslaco an extension to complete this subdivision. We only have pending final approval from the City and the County so we will need additional 90 days to record the subdivision.

Respectfully submitted,

Ivan Garcia P.E. R.P.L.S
Agent

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Milanos Estates Phase II - Three-Month Extension

DATE: March 7, 2024

The proposed one-hundred and twenty-seven (127) lot subdivision is located outside the City of Weslaco. Final Plat approval expired on March 7, 2024. This is the first 6-month extension for the subdivision. City staff has reviewed and approved the construction plans and pre-construction meeting was held and a Notice to Proceed was issued. The developer is 90% complete and is pending roadway, stamping for services and lot numbers on the curb.

Thank you,

Rebekah de la Fuente, CFM

From: [Joe Mondragon](#)
To: [Flor Acuna](#)
Cc: [Rebekah M. De La Fuente](#); [Alberto J. Aldana](#)
Subject: Milano"s phase2 extension
Date: Tuesday, February 27, 2024 2:59:27 PM
Attachments: [image001.png](#)

Good Afternoon,

This email is to comment on the extension letter for the project of Milano's Estates Phase2 Subdivision, The project is at a 90% of completion needs their roadway to be completed, stamping for services and lot numbers on the curb. Project can then proceed with final inspection. If you have any questions or concerns, please feel free to contact me.

_Thank you,

Joe Mondragon

Construction Inspector

Engineering Department

"CITY ON THE GROW"



City of Weslaco



255 S. Kansas Avenue

Weslaco, TX 78596

Ph: (956) 973-4002 Ext. 6675

Cell: (956) 532-8798

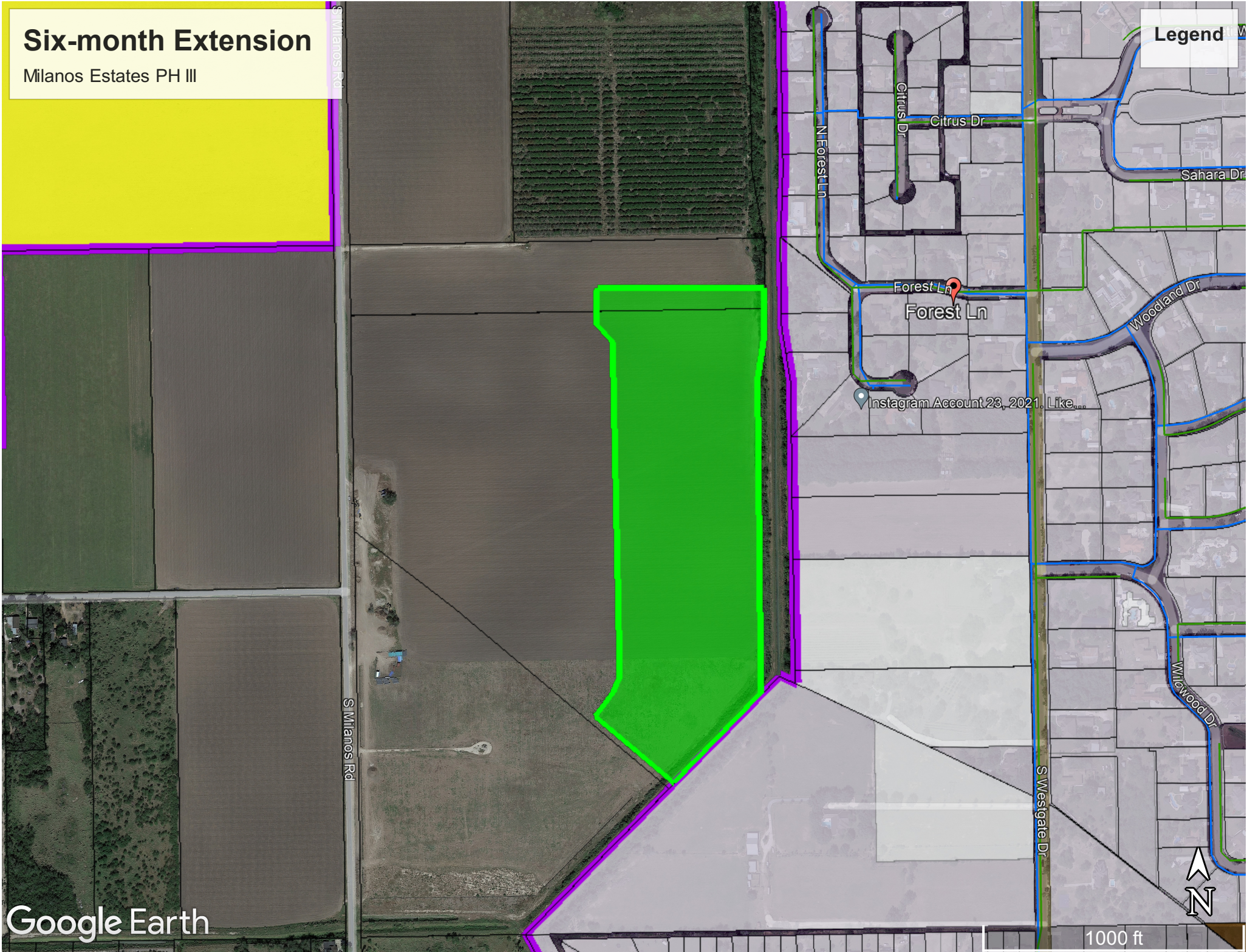
Fax: (956) 973-3128

jmondragon@weslacotx.gov

Six-month Extension

Milanos Estates PH III

Legend



Google Earth



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-334	
From: REBEKAH DE LA FUENTE			
Subject: Approval of six-month extension for the Final Plat for The Coves – being 18.48 acres out of Farm Tract 1030, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Southside of mile 8 N. Rd. approximately 710' East of International Blvd. and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed sixty-four (64) lot subdivision is inside the City of Weslaco. Final Plat approval is set to expire on September 20, 2023. This is the 1 st extension. Project is about 95% completed. Pending street signs, street names, correct lids on meter boxes blue tops with satellite hole, sodding around detention area, stamp the number of lots on curb, finish the sidewalks and ramps inside also paving markings need paint. Engineering has provided an email.			
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 six-month extension request at their regular meeting of March 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the six-month extension.			
Attachments, if any: six-Month Ext-The Coves- Memo, Final plat approval extension- letter, RE_ The Coves -email, The Coves 1			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: The Coves - Six-Month Extension

DATE: March 7, 2024

The proposed sixty-four (64) lot subdivision is located inside the City of Weslaco. Final Plat approval expired on September 20, 2023. This is the 1st 6-month extension for the subdivision. The developer is 95% complete and is pending street signs, street names, correct lids on meter boxes blue tops with satellite hole, sodding around detention area, stamp the number of lots on curb, finish the sidewalks and ramps inside also paving markings need paint.

Thank you,

Rebekah de la Fuente, CFM



February 29, 2024

City of Weslaco
Ms. Rebekah De La Fuente
255 S. Kansas Ave
Weslaco, Texas 78596-6285

RE: The Coves Final Plat approval extension

Dear Ms. De La Fuente:

AEC Engineering, LLC. hereby requests an extension for the final plat approval of The Coves. The extension is to allow the necessary time for the finalization of the Construction which is currently in its final stages of construction.

Should you have any comments or questions please contact me at your earliest convenience.

Sincerely,

AEC Engineering, LLC.

A handwritten signature in black ink, appearing to read 'Carlos Garza', is positioned above the printed name.

Carlos Garza, P.E., P.G., SIT, CAPM, CFM
President

From: [Joe Mondragon](#)
To: [Flor Acuna](#)
Cc: [Rebekah M. De La Fuente](#); [Alberto J. Aldana](#); [Arlene Lara](#)
Subject: RE: The Coves final plat approval extension
Date: Thursday, February 29, 2024 3:28:33 PM
Attachments: [image003.png](#)
[image005.png](#)
[image007.png](#)
[image008.png](#)

Good Afternoon,

This email is to respond to the extension letter that has been requested for The Coves Subdivision project. This project is about 95% completed Just needs to finish the minor details on a checklist that was sent out for project to be 100% completed.

If you have any questions or concerns, please feel free to contact me thank you.

From: Flor Acuna <facuna@weslacotx.gov>
Sent: Thursday, February 29, 2024 2:08 PM
To: Joe Mondragon <jmondragon@weslacotx.gov>
Subject: FW: The Coves final plat approval extension

Please see attached. Thank you for help.

Flor E. Acuña

General Service Coordinator

City Of Weslaco

255 S Kansas Ave.

Weslaco, Tx 78596

Ph. 956-447-3403

Fax 956-973-3128



From: [Joe Mondragon](#)
To: [Flor Acuna](#)
Subject: FW: The Coves Sub Checklist
Date: Thursday, February 29, 2024 3:56:14 PM
Attachments: [image001.png](#)

From: Joe Mondragon
Sent: Wednesday, February 28, 2024 2:36 PM
To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Cc: Alberto J. Aldana <aaldana@weslacotx.gov>
Subject: The Coves Sub Checklist

Good Afternoon,

This email is a checklist for the project The Coves Subdivision, Once these items have been taken care of the project will be finalized.

- Street signs and Street names need to be placed.
- Correct lids on meter boxes blue tops with satellite hole.
- Sodding around the detention area.
- Stamp the number of lots on curb.
- Finish the sidewalks and ramps inside.
- Paving markings need to paint.

_Thank you,

Joe Mondragon

Construction Inspector

Engineering Department

"CITY ON THE GROW"



City of Weslaco



255 S. Kansas Avenue

Weslaco, TX 78596

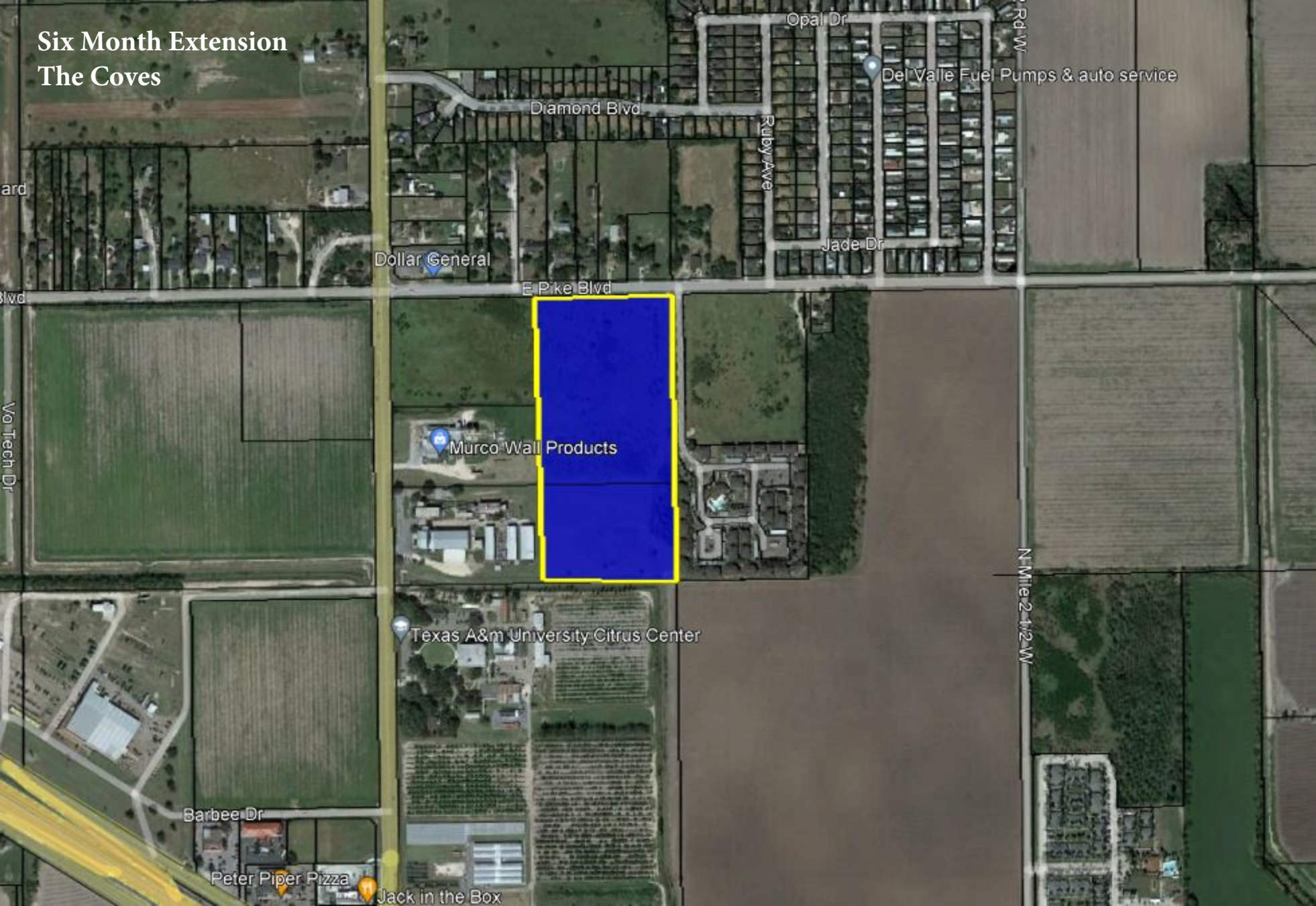
Ph: (956) 973-4002 Ext. 6675

Cell: (956) 532-8798

Fax: (956) 973-3128

jmondragon@weslacotx.gov

Six Month Extension The Coves





Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-333	
From:			
Subject: Approval on Resolution 2024-41 to ratify acceptance of FY23 Operation Stone Garden Grant 3173409 (Operation dates 03/01/2024 to 02/28/2025) for an amount of \$300,000 with no match required and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The Stonegarden Grant purpose is to prevent terrorism and other catastrophic events. The \$3000,000 funds will be used for overtime on administrative management, dispatch, and officers working the operations, as well as maintenance license plate readers and vehicles used. (Operation dates 03/01/2024 to 02/28/2025)			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ARMANDO ESPINOZA JOEL RIVERA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: Statement of Grant Award Grant 3173409, PSO-SOGA_CongratulatoryLetter 3173409, R2024-41 FY2023 Operation Stonegarden Grant #3173409			
Responsibilities upon Approval: Execute, retain and notify the appropriate department.			

Statement of Grant Award (SOGA)

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

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

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

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

Grant Number:	3173409	Award Amount:	\$300,000.00
Date Awarded:	3/1/2024	Grantee Cash Match:	\$0.00
Grant Period:	03/01/2024 - 02/28/2025	Grantee In Kind Match:	\$0.00
Liquidation Date:	05/29/2025	Grantee GPI:	\$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	Total Project Cost:	\$300,000.00
Grantee Name:	Weslaco, City of		
Project Title:	Hidalgo-2023 OPSG		
Grant Manager:	Caroline Butler		
Unique Entity Identifier (UEI):	GJMZDZZAN4J3		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	9/11/2023
Federal/State Award ID Number:	EMW-2023-SS-00025
Total Federal Award/State Funds Appropriated:	\$102,000,951.00

Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

A handwritten signature in blue ink that reads "Aimee Snoddy".

Aimee Snoddy
Executive Director
Public Safety Office

RESOLUTION NO. 2024-41

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that FY23 Operation Stonegarden Program be operated for 2024 through 2025; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY23 Operation Stonegarden Program; and

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

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF WESLACO, TEXAS that The City of Weslaco approves submission of the grant application for FY23 Operation Stonegarden Program to the Office of the Governor.

Grant Number: **3173409**

Passed and approved this 19th day of March 2024.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-237	
From:			
Subject: Approval for a software support and maintenance renewal agreement for Tyler Technologies New World System used by Weslaco Police Department with CAD, Mobile Records and Reporting modules in the amount of \$75,827.63 from FY 23-24 Computer Vendor Support account and authorize the Mayor to execute any related documents. (Staffed by Information Technology 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 Rick Mendoza Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: NEW WORLD PD RENEWAL_2023_2024 (1)			
Responsibilities upon Approval:			



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-142139	12/01/2023	1 of 5

Questions:
Tyler Technologies -
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: WESLACO POLICE DEPARTMENT
901 N. AIRPORT DR.
WESLACO, TX 78596

Ship To: WESLACO POLICE DEPARTMENT
901 N. AIRPORT DR.
WESLACO, TX 78596

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
45019	28988		USD	NET30	12/31/2023
Date	Description	Units	Rate	Extended Price	
	New World Third Party LE Records Interface Standard Maintenance - On-Line Wants and Warrants Interface to State/NCIC Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	742.56	742.56	
	New World Enterprise Combined LE/Fire/EMS CAD Standard Maintenance Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	6,184.88	6,184.88	
	Additional New World Enterprise Standard Maintenance for CAD - BOLOs Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	567.84	567.84	
	Additional New World Enterprise Standard Maintenance for CAD - CAD Auto Routing Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	567.84	567.84	
	Additional New World Enterprise Standard Maintenance for CAD - CAD AVL Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	567.84	567.84	
	Additional New World Enterprise Standard Maintenance for CAD - Service Vehicle Rotation Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	567.84	567.84	
	New World Enterprise Third Party Interface Standard Maintenance - CAD Paging Interface Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	611.52	611.52	
	New World Enterprise Third Party Interface Standard Maintenance - E-911 Interface Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	611.52	611.52	
	New World Enterprise Third Party Interface Standard Maintenance - NG911 Interface Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	873.60	873.60	
	New World Enterprise Third Party Interface Standard Maintenance Pre-Arrival Questionnaire Interface Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	611.52	611.52	
	New World Standard Maintenance - CAD Alarm Interface Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	65.52	65.52	
	New World Multi-Jurisdictional Base LE Records Standard Maintenance Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	6,457.36	6,457.36	
	New World Federal and State Compliance Reporting for LE Records Standard Maintenance - Federal UCR/IBR Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	1,048.32	1,048.32	
	Additional New World Software for LE Records Standard Maintenance - Alarm Tracking and Billing Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	786.24	786.24	
	Additional New World Software for LE Records Standard Maintenance - Bookings Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	786.24	786.24	
	Additional New World Software for LE Records Standard Maintenance - Career Criminal Registry (parolee, sex offender) Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	524.16	524.16	
	Additional New World Software for LE Records Standard Maintenance - Case Management Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	524.16	524.16	



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-142139	12/01/2023	2 of 5

Questions:
Tyler Technologies -
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: WESLACO POLICE DEPARTMENT
901 N. AIRPORT DR.
WESLACO, TX 78596

Ship To: WESLACO POLICE DEPARTMENT
901 N. AIRPORT DR.
WESLACO, TX 78596

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
45019	28988		USD	NET30	12/31/2023
Date	Description	Units	Rate	Extended Price	
	Additional New World Software for LE Records Standard Maintenance - DataAnalysis/Crime Mapping/Mgmt Reporting Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	1,092.00	1,092.00	
	Additional New World Software for LE Records Standard Maintenance - Demographic Profiling Reporting Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	786.24	786.24	
	Additional New World Software for LE Records Standard Maintenance - Equipment Tracking Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	786.24	786.24	
	Additional New World Software for LE Records Standard Maintenance - Field Investigations Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	524.16	524.16	
	Additional New World Software for LE Records Standard Maintenance - Gang Tracking Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	786.24	786.24	
	Additional New World Software for LE Records Standard Maintenance - Narcotics Mgmt/Intelligence Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	786.24	786.24	
	Additional New World Software for LE Records Standard Maintenance - Property Room Bar Coding Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	524.16	524.16	
	New World Standard Maintenance - Tyler Content Manager Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	7,862.40	7,862.40	
	Additional New World Software for LE Records Standard Maintenance - Web Briefing Notes Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	567.84	567.84	
	New World Third Party LE Records Interface Standard Maintenance - Ticket Writer Interface Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	0.00	0.00	
	New World Law Enforcement Standard Maintenance -Accident Interface Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	0.00	0.00	
	New World Law Enforcement Standard Maintenance - Tow/Impound Interface Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	0.00	0.00	
	New World Third Party LE Records Interface Standard Maintenance - New World State/NCIC Interface Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	960.96	960.96	
	New World Third Party LE Records Interface Standard Maintenance - On-Line Global Subjects Interface to State/NCIC Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	742.56	742.56	
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Routing Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	0.00	0.00	
	New World Imaging Standard Maintenance - LE Public Safety Lineups/Mug Shots Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	1,747.20	1,747.20	



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Customer No.	Ord No	PO Number	Currency	Terms	Due Date
45019	28988		USD	NET30	12/31/2023
Date	Description	Units	Rate	Extended Price	
	New World LE Dispatch Site License Standard Maintenance Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	1,566.24	1,566.24	
	New World CrewForce - Fire Dispatch with Advanced Mapping Standard Maintenance Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	0.00	0.00	
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Dispatch/Messaging/LE State/NCIC Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	0.00	0.00	
	New World Mobility Server Standard Maintenance Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	873.60	873.60	
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping/AVL Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	0.00	0.00	
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Mugshot Image Download Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	0.00	0.00	
	New World Mobile Messaging Server Standard Maintenance Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	3,276.00	3,276.00	
	New World Federal Compliance Reporting for Fire Records Standard Maintenance - NFIRS 5.0 Electronic Reporting Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	1,135.68	1,135.68	
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Drivers Lic Mag Stripe Reader/Barcode Reader Interface Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	0.00	0.00	
	New World Fire Records Standard Maintenance Base Package Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	2,536.56	2,536.56	
	New World Third Party LE Records Interface Standard Maintenance - On-Line Property Checks Interface to State/NCIC Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	742.56	742.56	
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - Field Investigation Field Reporting(1 Form) Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	0.00	0.00	
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - State Photo Download Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	0.00	0.00	
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - Demographic Profiling Questionnaire Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	101.92	101.92	
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	0.00	0.00	
	New World LE Field Reporting Site License Standard Maintenance Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	1	1,375.92	1,375.92	
	New World Mobile Standard Maintenance - Fire Dispatch/Messaging	1	0.00	0.00	



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Customer No.	Ord No	PO Number	Currency	Terms	Due Date
45019	28988		USD	NET30	12/31/2023
Date	Description	Units	Rate	Extended Price	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	Law Enforcement Management Data Mart Standard Maintenance - Includes 10+ users	1	1,048.32	1,048.32	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	Law Enforcement Management Data Mart CAD Standard Maintenance - Includes 10+ users	1	1,048.32	1,048.32	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	New World Additional Workstations Standard Maintenance	1	0.00	0.00	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	New World Fire Mobile Unit Standard Maintenance - In-Car Routing	1	0.00	0.00	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	New World Fire Dispatch Site License Standard Maintenance	1	496.08	496.08	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	New World ShieldForce - Fire Dispatch with Advanced Mapping Standard Maintenance	1	0.00	0.00	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	New World Data Sharing Standard Maintenance - Multi-Server Search	1	0.00	0.00	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	New World Fire Mobile Unit Standard Maintenance - In-Car Mapping	1	0.00	0.00	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	Socrata Public Safety Analytics (includes Citizen Connect)	1	6,240.00	6,240.00	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	New World Field Reporting Server Standard Maintenance	1	2,402.40	2,402.40	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	New World Third Party Maintenance - Esri Mobile In-Car Mapping unit(s)	1	1,409.20	1,409.20	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	New World Third Party Maintenance - Esri ArcGIS Engine Runtime for CAD Workstations	1	327.60	327.60	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	New World Third Party Maintenance - Embedded Third Party Software	1	6,442.80	6,442.80	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	Mobility Hosting Fee	1	3,792.03	3,792.03	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024	Performance Dashboard	1	1,747.20	1,747.20	
Maintenance: Start: 01/Jan/2024, End: 31/Dec/2024					



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Customer No.	Ord No	PO Number	Currency	Terms	Due Date
45019	28988		USD	NET30	12/31/2023
Date	Description	Units	Rate	Extended Price	

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	75,827.63
Sales Tax	0.00
Invoice Total	75,827.63



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-342	
From: David Arce			
Subject: Approval to authorize staff to solicit bids for street materials to include Hot Mix, Caliche, and MC30 Oil and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)			
Background: Street material are for our staff to complete overlays and fill potholes.			
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 2024 STREET MATERIAL BID			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: March 19, 2024

To: City Commission

From: David Arce, Public Works Director

Subject: STREET MATERIAL BID

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Public Works Department (Streets Division) is requesting that we go out for bid on the street materials used during our street projects. Materials include hot mix, MC-30- oil, and caliche.

Staff Recommends Approval.



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-186	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Judith Cuellar to obtain an On-Premise Wine and Beer Retailer's Permit at 611 S Texas Blvd, also being Lot 19 & South (20') of lot 20, Block 49, Weslaco Original Townsite, Weslaco, Hidalgo County, and Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain an On-Premise Wine and Beer Retailer's Permit. Nineteen (19) property owners within 200 feet of the applicant's property were notified by letter on February 23, 2024.			
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: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on February 14, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of March 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: CUP- 611 S Texas - Memo, 611 s texas blvd-Application, Notice and Radius Map, 611 S Texas- Aerial			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: CUP- 611 S Texas Blvd

DATE: March 7, 2024

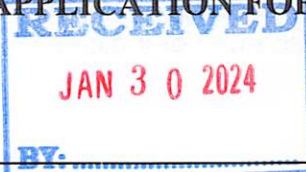
The applicant is proposing to obtain a permit for Wine and Malt Beverage Retailer's On-Premise Permit at the proposed location. This location already has a conditional use permit for a TABC License but has since changed ownership. The Planning & Zoning recommended approval of the conditional use permit. Staff has not received any petitions for against this item from the surrounding property owners.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR CONDITIONAL USE PERMIT



The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm. Deadline to submit request is 30 days prior to the meeting.

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

FILE NO. USE-000586-2024

PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot _____ Block 49

Subdivision Name _____

Street Address 611 S. Texas Blvd.

Existing Zoning _____ Existing Land Use _____

Purpose for the Conditional Use Permit Request _____

What, if anything, is planned to minimize the impact on the surrounding land uses: _____

_____ \$300.00 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 "CUP Application Instructions" TABC Application

APPLICANT

Name Judith Cuellar Phone 956-375-2228

Address 1618 E. 26th Street Fax: _____

City Weslaco State Tx Zip Code 78596 E-Mail: _____

OWNER

Name Judith Cuellar Phone 956-463-2488

Address 1618 E 26th Street Fax: _____

City Weslaco State Tx Zip Code 78596 E-Mail: _____

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

Yes _____ No _____

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

Signature Quelch Cheryl Date 01/23/24
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Date Paid _____

Notice of Public Hearing
200' of Proposed Site

CITY OF WESLACO
956-968-3181
***** REPRINT RECEIPT*****

Date _____

P & Z Notice of Public H

REC#: 03129971 1/30/2024 2:28 PM
OPER: LES TERM: 039
REF#:
PAID BY:

Date _____

City Commission Notice
in Newspaper

TRAN: 800.0000 ENERGOV PAYMENT

Date _____

Presented to P & Z Con
Approved _____ Disa

TENDERED: 5.00 CASH
300.00 CHECK
APPLIED: 305.00-

Date _____

Presented to City Commission
Approved _____ Disapproved _____ Tabled _____

CHANGE: 0.00

Date _____

4/26/23, 2:21 PM



TEXAS ALCOHOLIC
BEVERAGE COMMISSION
Enthus Helping Businesses & Protecting Communities

Document

*Per Tabc - 4/27/23
relocation & license
being applied for - AHEst
to wet area allowed*

Document reference ID : 232471

Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID:	232471
Applicant Name:	Juan Botas Drive Thru & Grill LLC
License Type applied for:	Wine and Malt Beverage Retailer's On-Premise Permit (BG)

Entity Information

Business Structure:	Limited liability company
FEIN/SSN Number:	811470564
Member Managed or Manager Managed:	Member Managed
Historically Underutilized Business:	No
Veteran-owned business:	No
Fraternal Owned:	No
Secretary of State Filing Number:	802374773
Date Filed:	1/21/2016
Filing State:	TX

Juan Botas
5/11/23

Primary License

::

License Number	License Type	License Status
104862976	Wine and Malt Beverage Retailer's On-Premise Permit (BG)	Active

;

Principal Parties

Principal Parent Entity	Principal Party	Role	%Ownership
Juan Botas Drive Thru & Grill LLC	Judith Cuellar	Manager and/or Officer, Member	100

Basic Business information**Business/Trade Name:**

JUAN BOTAS DRIVE THRU & GRILL LLC

What is your primary business at this location?

Miscellaneous

Location Address**Address:**6203 N FM 1015, MERCEDES, TX, UNITED STATES, Hidalgo
Hidalgo 78570**Is your location within city limits?**

No

Mailing Address Information**Address:**

6203 N FM 1015, MERCEDES, TX, , 78570

Proposed Location Address**Address:**

811 S Texas Blvd, Weslaco, TX, United States 78596

Proposed Phone Number**Phone:**

956-463-2488

Proposed Measurement Information

Measuring from the public entrance of your location along street lines and directly across intersections, will your location be within 1,000 feet of the nearest property line of a public or private school? No

Is a residential address or established neighborhood association located within 300 feet of any property line of your premises? No

Sales Tax Information

License Number	Sales Tax Number	Outlet Number	Is Primary
104862976	32059358264	00002	Yes

Location Additional Information

Alcohol percentage	Upto 17%
--------------------	----------

Proposed Location Additional Information

Is the proposed location in a hotel or motel?

No

Alcohol percentage

Up to 17%

Sixty Day Sign Requirements

Posted the 60 day sign: Yes

Date Posted: 7/8/2019

Projected Sales Information

Sales Year: 2022

Alcohol Sale: \$50,000.00

Food Sales: \$40,000.00

Other Sales: \$20,000.00

Total Sales: \$110,000.00

Property Ownership

Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location? Yes

Bond Information

Fulfillment Type	Bond Category	Bond Amount	Status
Bond Provider	Conduct Surety Bond	\$5,000.00	Active



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Ensuring Responsible Drinking & Protecting Communities

CERTIFICATE OF CITY SECRETARY FOR: (MB, BG & BE)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this 27th day of April, 2023, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

MB Mixed Beverage Permit

MB/FB Mixed Beverage Restaurant Permit with Food and Beverage Certificate
(MB must also hold a Food and Beverage Certificate)

BG/FB Wine and Beer Retailer's Permit with Food and Beverage Certificate
(BG must also hold a Food and Beverage Certificate)

☒ **BG** Wine and Beer Retailer's Permit - Election for given location was held for:
☒ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

BE Beer Retail Dealer's On-Premise License

BE/FB Retail Dealer's On-Premise License with required Food and Beverage Certificate

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

Norma A. Cantor
City Secretary/Clerk

Weslaco, TEXAS





**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
From Helping Business & Protecting Communities

CERTIFICATE OF COUNTY CLERK FOR: (MB, BG & BE)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is in a "wet" and is not prohibited by any valid order of the Commissioner's Court.

MB Mixed Beverage Permit

MB/FB Mixed Beverage Restaurant Permit with Required Food and Beverage Certificate

BG/FB Wine and Beer Retailer's Permit with Required Food and Beverage Certificate

BG Wine and Beer Retailer's Permit - Election for given location was held for:
legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

BE Beer Retail Dealer's On-Premise License

BE/FB Retail Dealer's On-Premise License with required Food and Beverage Certificate

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

County Clerk

County

SEAL



TEXAS ALCOHOLIC
BEVERAGE COMMISSION
Texas Helping Businesses & Protecting Communities

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATES

I hereby certify on this _____ day of _____, _____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____

Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE

Comptroller Representative

_____, TEXAS
City

SEAL

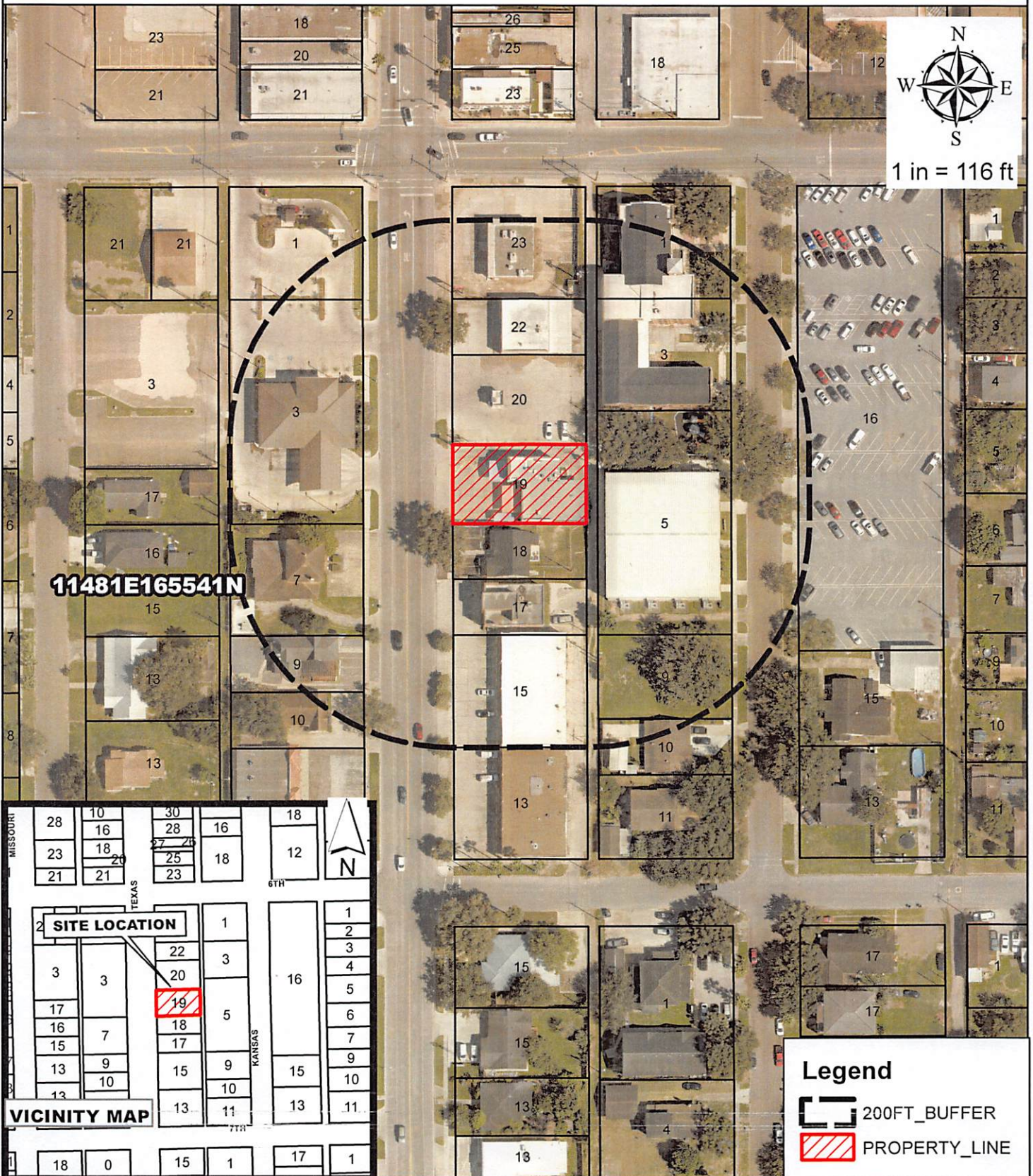


**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texas Helping Businesses & Protecting Communities

PUBLISHER'S AFFIDAVIT	
Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</i>	
Signature of publisher or designee	
Sworn to and subscribed before me on this date	
Signature of Notary Public	
SEAL	
ATTACH PRINTED COPY OF THE NOTICE	



1 in = 116 ft



Judith Cuellar
611 S Texas Blvd
Weslaco Original Townsite

Purpose for the Conditional Use Request

Existing zoning: B-3
Existing land use: Commercial
CUP Request: TABC



FEB 7, 2024

FIRST BAPTIST CHURCH OF 600 S KANSAS AVE WESLACO TX 78596	W2300-00-048-0016-00 WESLACO ORIGINAL TOWNSITE N15' LOT -24 BLK 48 615 S KANSAS AVE	L: 339885 B: 61802
FIRST BAPTIST CHURCH-WESLACO 600 S KANSAS AVE WESLACO TX 78596	W2300-00-049-0001-00 WESLACO ORIGINAL TOWNSITE LOTS 1 &	L: 93600 B: 475228
FIRST BAPTIST CHURCH-WESLACO 600 S KANSAS AVE WESLACO TX 78596	W2300-00-049-0003-00 WESLACO ORIGINAL TOWNSITE LOTS 3 &	L: 93600 B: 274954
FIRST BAPTIST CHURCH-WESLACO 600 S KANSAS AVE WESLACO TX 78596	W2300-00-049-0005-00 WESLACO ORIGINAL TOWNSITE LOTS 5 -	L: 112800 B: 1587762
FIRST BAPTIST CHURCH-WESLACO 600 S KANSAS AVE WESLACO TX 78596	W2300-00-049-0009-00 WESLACO ORIGINAL TOWNSITE BLK 49 618 S KANSAS AVE	L: 71100 B: 0
DELGADO MARISA 620 S KANSAS AVE WESLACO TX 78596	W2300-00-049-0010-00 WESLACO ORIGINAL TOWNSITE BLK 49 2-11 620 S KANSAS AVE	L: 36000 B: 42787
STOVALL DONNA & TINA WEINTRAUB 3315 GREENBRIER DR DALLAS TX 75225	W2300-00-049-0013-00 WESLACO ORIGINAL TOWNSITE LOTS 621 S TEXAS BLVD	L: 92400 B: 200782
MORALES SERGIO G 509 W NOLANA MCALLEN TX 78504	W2300-00-049-0015-00 WESLACO ORIGINAL TOWNSITE LOTS 621 S TEXAS BLVD	L: 92400 B: 185675
GUERRA MARY LOU 405 S 15TH ST MCALLEN TX 78501	W2300-00-049-0017-00 WESLACO ORIGINAL TOWNSITE LOT 17 615 S TEXAS BLVD	L: 60600 B: 86361
GUERRA MARY LOU 405 S 15TH ST MCALLEN TX 78501	W2300-00-049-0018-00 WESLACO ORIGINAL TOWNSITE BLK 49 613 S TEXAS BLVD	L: 60600 B: 21552
PANTERITA PROMOTIONS INC 1618 E 26ST WESLACO TX 78596	W2300-00-049-0019-00 WESLACO ORIGINAL TOWNSITE BLK 49 0 611 S TEXAS BLVD	L: 64680 B: 129867
DOLIFKA LAND COMPANY PO BOX 444 BRIGHTON CO 80601	W2300-00-049-0020-00 WESLACO ORIGINAL TOWNSITE N30'-LOT BLK 49 609 S TEXAS BLVD	L: 73920 B: 14353

FEB 7, 2024

KEEP IT REAL ENTERPRISES LTD PO BOX 3868 MCALLEN TX 78502	W2300-00-049-0022-00 WESLACO ORIGINAL TOWNSITE BLK 49 605 S TEXAS BLVD	L: 60600 B: 79272
GARZA ESPERANZA P 906 N IOWA AVE WESLACO TX 78596	W2300-00-049-0023-00 WESLACO ORIGINAL TOWNSITE BLK 49 601 S TEXAS BLVD	L: 92400 B: 125439
602 SOUTH CORPORATION ATTN: ACCOUNTING DEPT PO BOX 579 MCALLEN TX 78505	W2300-00-050-0001-00 WESLACO ORIGINAL TOWNSITE LOTS 1 & 602 S TEXAS BLVD	L: 92400 B: 22240
IBC BANK INTERNATIONAL BANK OF PO BOX 579 MCALLEN TX 78505	W2300-00-050-0003-00 WESLACO ORIGINAL TOWNSITE LOTS 3-6 606 S TEXAS BLVD	L: 323400 B: 649441
TALBERT RICHARD S 612 S TEXAS BLVD WESLACO TX 78596	W2300-00-050-0007-00 WESLACO ORIGINAL TOWNSITE LOTS 7 & 612 S TEXAS BLVD	L: 92400 B: 84529
HOUSTON AMY 209 ORCHARD LN WESLACO TX 78596	W2300-00-050-0009-00 WESLACO ORIGINAL TOWNSITE LOT 9 614 S TEXAS BLVD	L: 60600 B: 30799
OLIVE KEY INVESTMENTS LLC 720 S NEBRASKA AVE WESLACO TX 78596	W2300-00-050-0010-00 WESLACO ORIGINAL TOWNSITE LOT 10 618 S TEXAS BLVD	L: 60600 B: 58697

Conditional Use Request

TABC

Legend

 611 S Texas Blvd

W 6th St

E 6th St

S Missouri Ave S Missouri Ave

S Kansas Ave S Kansas Ave

611 S Texas Blvd

Google Earth

Image © 2024 Airbus

S Texas



300 ft



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-187	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Amber Sanchez to approve a Conditional Use Permit to operate an event center at 588 S Texas Blvd Ste. B, also being Lot 21-24, Block 41, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to operate an Event Center. Twenty-three (23) property owners within 200 feet of the applicant's property were notified by letter on February 23, 2024.			
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: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on February 14, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of March 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: CUP- 588 S Texas Blvd Ste. B- Memo, 588 s texas blvd ste B- Application, Notice and Radius Map, 588 S Texas Ste B- Aerial			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: CUP- 588 S Texas Blvd Ste. B

DATE: March 7, 2024

The applicant is proposing to obtain a permit for a small event center. The applicant has already gone through the permitting process and is working on addressing on staff's comments. The site will host small kids' events. Staff has not received any petitions for against this item from the surrounding property owners.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR CONDITIONAL USE PERMIT

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm. Deadline to submit request is 30 days prior to the meeting.

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

FILE NO. _____



PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot 21 thru 24 Block 41

Subdivision Name _____

Street Address 588 S Texas Blvd Weslaco Tx 78596

Existing Zoning _____ Existing Land Use _____

Purpose for the Conditional Use Permit Request Party Place for kids

What, if anything, is planned to minimize the impact on the surrounding land uses: _____

- _____ \$300.00 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 "CUP Application Instructions"

APPLICANT

Name Amber Sanchez Phone 956 684 8350

Address 588 S Texas Suite B Fax: _____

City Weslaco State Tx Zip Code 78596 E-Mail: ambernicolesanchez22@yahoo.com

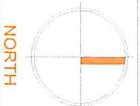
OWNER

Name AMANDO SANCHEZ Phone 956 363 8945

Address 588 S Texas Suite B Fax: _____

City Weslaco State Tx Zip Code 78596 E-Mail: ASanchez @amando Sanchez cpa.com

ADDRESS: 588 S. Texas blvd Weslaco, Tx 78596



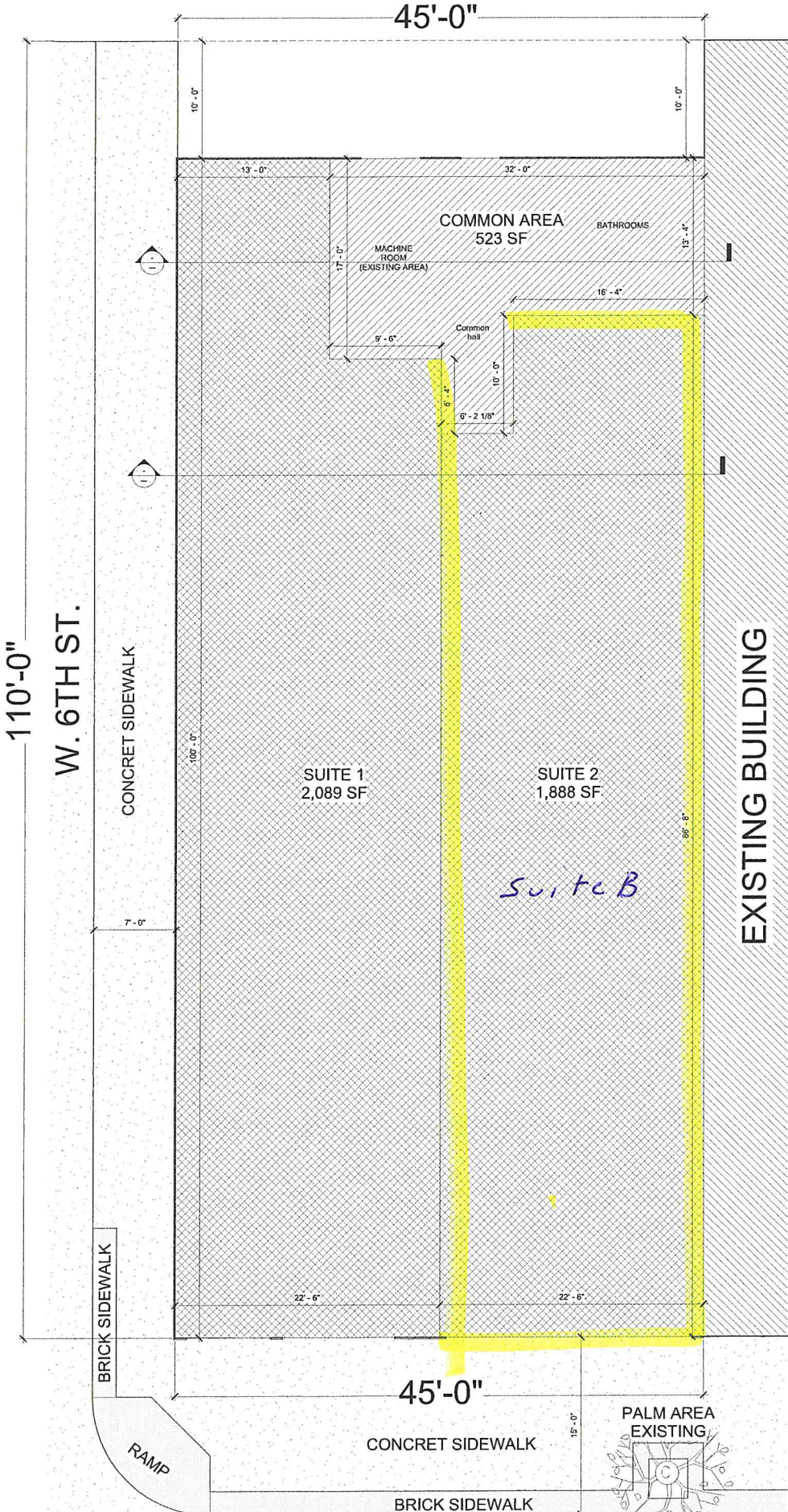
AMADO
SANCHES JR.'S
SUITES
588 S. TEXAS BLVD
WESLACO, TX 78596

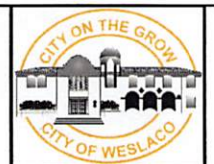
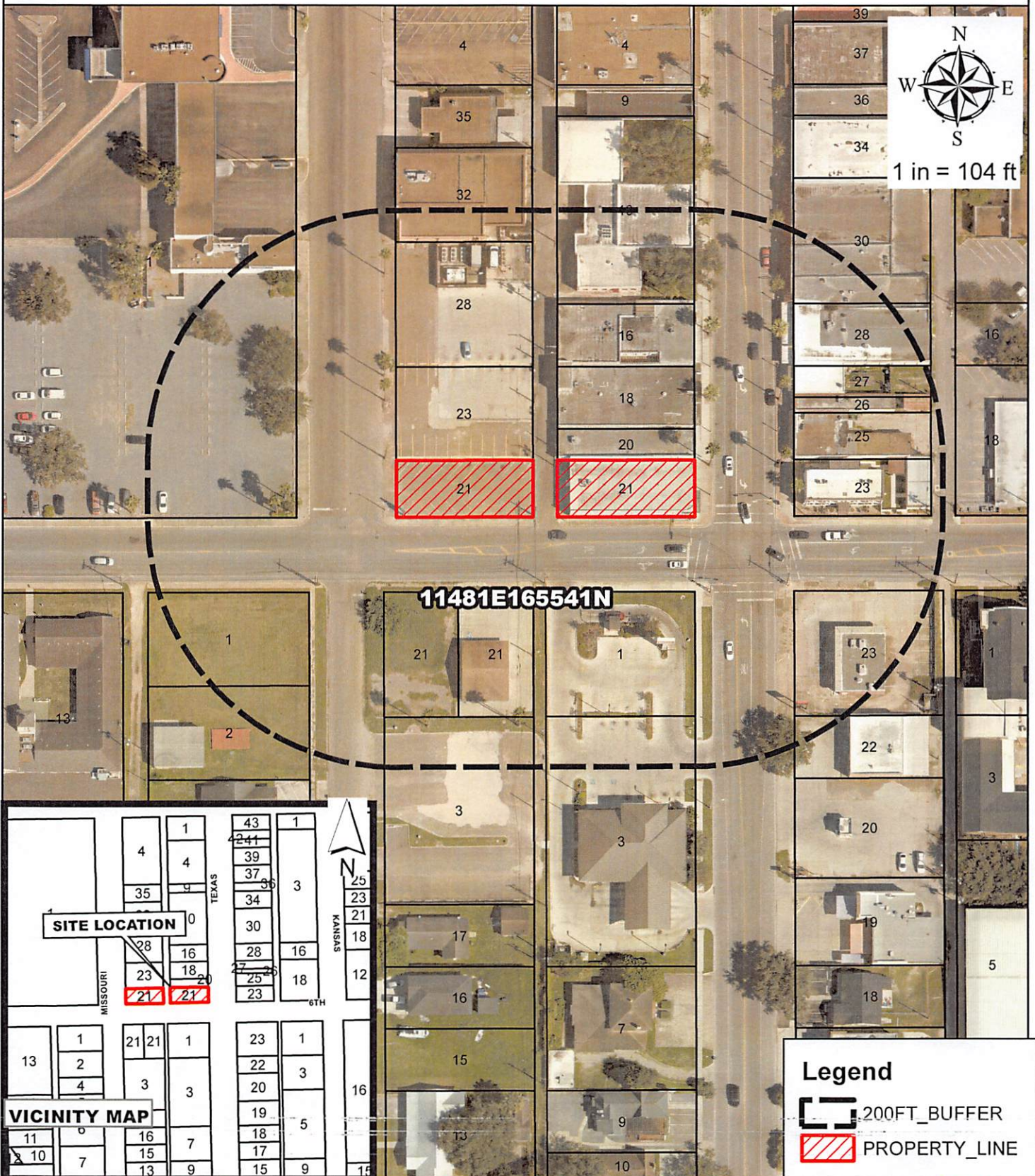
SUITE AREAS	
SUITE 1	2,089 SF
SUITE 2	1,888 SF
COMMON AREA	523 SF
BATHROOMS	
HALL	
GRAND TOTAL	4,500 SF

S. TEXAS BLVD
AMADO SANCHES JR.'S SUITES
SITE PLAN

A101

SCALE: 1/4" = 1'-0"
DATE: 6/10/2023 4:42:03 PM
DIN: WPS/ELK
SHEET NO: 1
SITE PLAN





FEB 7, 2024

VAQUERO VENTURES XIII LP 2627 TILLAR ST STE 111 FORT WORTH TX 76107	W2300-00-040-0001-00 WESLACO ORIGINAL TOWNSITE ALL 0 & 20 X 300 ALLEY 500 S MISSOURI AVE	L: 283500 B: 2312917
ACOSTA LELIA SOBERANES DE 2002 S WESTGATE DR WESLACO TX 78596	W2300-00-041-0010-00 WESLACO ORIGINAL TOWNSITE BLK 41 522 S TEXAS BLVD	L: 127050 B: 185671
PHOENIX DBD LLC 337 S TEXAS BLVD WESLACO TX 78596	W2300-00-041-0016-00 WESLACO ORIGINAL TOWNSITE BLK 41 530 S TEXAS BLVD	L: 55550 B: 104367
PHOENIX DBD LLC 337 S TEXAS BLVD WESLACO TX 78596	W2300-00-041-0018-00 WESLACO ORIGINAL TOWNSITE BLK 41 536 S TEXAS BLVD	L: 55550 B: 107497
PHOENIX DBD LLC 337 S TEXAS BLVD WESLACO TX 78596	W2300-00-041-0020-00 WESLACO ORIGINAL TOWNSITE LOT 20 538 S TEXAS BLVD	L: 35475 B: 115283
ACSS PROPERTIES LLC 306 S TEXAS BLVD WESLACO TX 78596	W2300-00-041-0021-00 WESLACO ORIGINAL TOWNSITE LOTS 21 588 S TEXAS BLVD	L: 76230 B: 148681
PHOENIX DBD LLC 337 S TEXAS BLVD WESLACO TX 78596	W2300-00-041-0023-00 WESLACO ORIGINAL TOWNSITE LOTS 25 0 MISSOURI	L: 64350 B: 5383
FRONTIER COMMUNICATIONS C/O DUFF & PHELPS PO BOX 2749 ADDISON TX 75001	W2300-00-041-0028-00 WESLACO ORIGINAL TOWNSITE LOT 28 521 S MISSOURI AVE	L: 75350 B: 12488
GENERAL TELEPHONE CO PO BOX 152206 IRVING TX 75015	W2300-00-041-0032-00 WESLACO ORIGINAL TOWNSITE LOTS 32 512 S MISSOURI AVE	L: 64350 B: 261207
MENDIOLA MARIO & CYNTHIA R 1506 VIDA DULCE WESLACO TX 78596	W2300-00-042-0023-00 WESLACO ORIGINAL TOWNSITE BLK 42 100 E 6TH ST	L: 49995 B: 175996
WILD AUGUST LLC 260 S TEXAS BLVD STE 400 WESLACO TX 78596	W2300-00-042-0025-00 WESLACO ORIGINAL TOWNSITE ALL LOT 6 BLK 42 539 S TEXAS BLVD	L: 41663 B: 60529
MONTES LEONARDO JR & BENITA E JASON C MONTES 1105 W 4TH ST WESLACO TX 78596	W2300-00-042-0026-00 WESLACO ORIGINAL TOWNSITE N1/2 LOT 537 S TEXAS BLVD	L: 17738 B: 36857

FEB 7, 2024

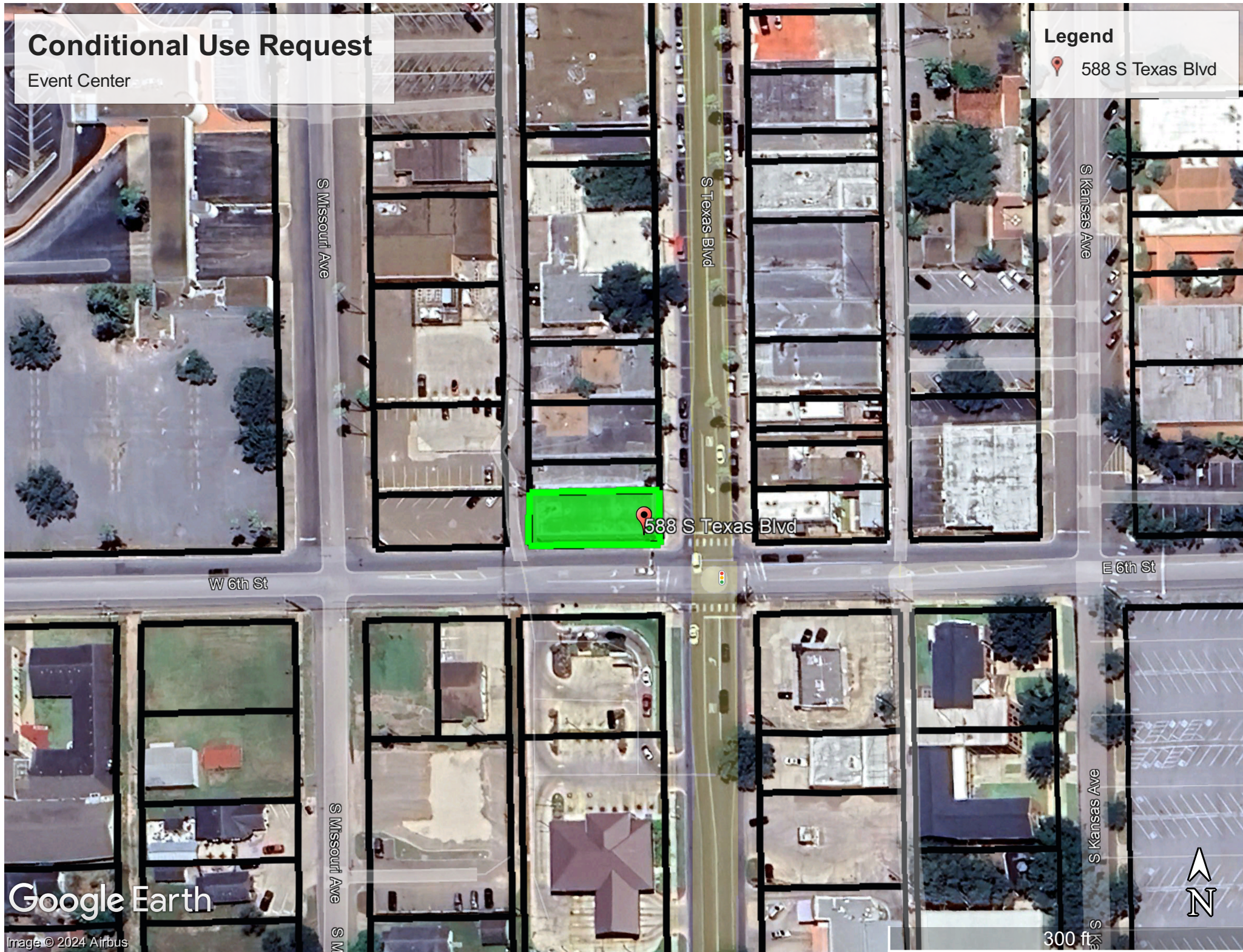
MONTES JASON C 535 S TEXAS BLVD WESLACO TX 78596	W2300-00-042-0027-00 WESLACO ORIGINAL TOWNSITE BLK 42 535 S TEXAS BLVD	L: 35475 B: 28050
DAVIS RONALD B 1206 S BORDER AVE APT 626 WESLACO TX 78596	W2300-00-042-0028-00 WESLACO ORIGINAL TOWNSITE BLK 42 533 S TEXAS BLVD	L: 55550 B: 74712
WELTON MAURICE 5301 N 17TH ST APT 16 MCALLEN TX 78504	W2300-00-042-0030-00 WESLACO ORIGINAL TOWNSITE BLK 42 529 S TEXAS BLVD	L: 84700 B: 307789
KEEP IT REAL ENTERPRISES LTD PO BOX 3868 MCALLEN TX 78502	W2300-00-049-0022-00 WESLACO ORIGINAL TOWNSITE BLK 49 605 S TEXAS BLVD	L: 60600 B: 79272
GARZA ESPERANZA P 906 N IOWA AVE WESLACO TX 78596	W2300-00-049-0023-00 WESLACO ORIGINAL TOWNSITE BLK 49 601 S TEXAS BLVD	L: 92400 B: 125439
602 SOUTH CORPORATION ATTN: ACCOUNTING DEPT PO BOX 579 MCALLEN TX 78505	W2300-00-050-0001-00 WESLACO ORIGINAL TOWNSITE LOTS 1 & 602 S TEXAS BLVD	L: 92400 B: 22240
IBC BANK INTERNATIONAL BANK OF PO BOX 579 MCALLEN TX 78505	W2300-00-050-0003-00 WESLACO ORIGINAL TOWNSITE LOTS 3-6 606 S TEXAS BLVD	L: 323400 B: 649441
HOUDINI HOLDINGS LLC 107 W 6TH ST WESLACO TX 78596	W2300-00-050-0021-00 WESLACO ORIGINAL TOWNSITE E60' 107 W 6TH ST	L: 46800 B: 47663
ALMARAZ ROSENDO Jr 401 EMORY MCALLEN TX 78504	W2300-00-050-0021-05 WESLACO ORIGINAL TOWNSITE W60' 111 W 6TH ST	L: 47400 B: 0
FIRST CHRISTIAN CHURCH OF 205 W 6TH ST WESLACO TX 78596	W2300-00-051-0002-00 WESLACO ORIGINAL TOWNSITE S25' BLK 51	L: 77025 B: 13832
FIRST CHRISTIAN CHURCH OF 205 W 6TH ST WESLACO TX 78596	W2300-00-051-0001-00 WESLACO ORIGINAL TOWNSITE LOT 1 & 1	L: 58500 B: 0

Conditional Use Request

Event Center

Legend

 588 S Texas Blvd



Google Earth

Image © 2024 Airbus



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-215	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration on the request for a six-month extension for the Final Plat for Plaza de Paz being a 3.00-acre out of Lot 13, Block 137, West Tract Subdivision, Weslaco, Hidalgo County, Texas located at 1406 W. Pike Blvd. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed one (1) lot subdivision is located inside the City of Weslaco. Six-month extension of Final Plat approval is set to expire on March 3, 2024. This is the 2 nd extension. Project is has not started. Engineering has provided an email.			
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 denial of the six-month extension request at their regular meeting of March 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Denial as recommended by staff.			
Staff Recommendation: Staff recommends denial of the six-month extension.			
Attachments, if any: six-Month Ext-Plaza de Paz - Memo, Plaza De Paz - Extension Letter 2-2-24, Plaza De Paz Subdivision- email, Plaza De Paz- Aerial			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

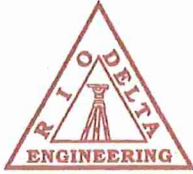
RE: Plaza de Paz - Six-Month Extension

DATE: March 7, 2024

The proposed one (1) lot subdivision is located inside the City of Weslaco. Final Plat approval expired on March 3, 2024. This is the second 6-month extension for the subdivision. City staff has reviewed and approved the construction plans and pre-construction meeting was held and a Notice to Proceed was issued. Project is has not started.

Thank you,

Rebekah de la Fuente, CFM



RIO DELTA ENGINEERING

CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

February 2, 2024

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

Re: Plaza De Paz Subdivision, request for 6 months extension

Dear Ms. De La Fuente,

As agents for the subdivision to be named "Plaza De Paz Subdivision", we are requesting a 6-month extension to complete this subdivision as the developer secures project financing for the construction.

Respectfully submitted,

Ivan Garcia P.E. R.P.L.S
Agent

From: [Joe Mondragon](#)
To: [Flor Acuna](#)
Cc: [Alberto J. Aldana](#); [Rebekah M. De La Fuente](#)
Subject: Plaza De Paz Subdivision
Date: Wednesday, February 7, 2024 4:33:29 PM
Attachments: [image001.png](#)

Good Afternoon,

This E mail is to comment on the project of Plaza De Paz Subdivision 6-month extension, this project has not started any work that I could see.

_Thank you,

Joe Mondragon

Construction Inspector

Engineering Department

"CITY ON THE GROW"



City of Weslaco



255 S. Kansas Avenue

Weslaco, TX 78596

Ph: (956) 973-4002 Ext. 6675

Cell: (956) 532-8798

Fax: (956) 973-3128

jmondragon@weslacotx.gov

Six-month Extension
Plaza de Paz



Reyna's Bar BQ
US-83 Frontage Rd

Mr Gatti's Pizza Weslaco
Starbucks
Chick-fil-A
Harbor Freight Tools
Ross Dress for Less
Planet Fitness

W Pike Blvd

Representative Mando Martinez
Crazy About Man

Bobby Lackey Stadium

Weslaco High School

Raven Fitness

Google E



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-209	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Final Plat for Bridge Heights Subdivision being 12.137 acres out of Farm Tract 799, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 765ft South along E. Mile 5 ½ N and North of Mile 5 N Road. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed twenty-nine (29) lot subdivision is located outside 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 "B".			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat at their regular meeting of March 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of Final Plat.			
Attachments, if any: Final Plat-bridge heights- Memo, Bridge heights subd.-Application, Drainage Report and Legal Documents, Bridge Heights - Aerial, Plat Bridge Heights			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

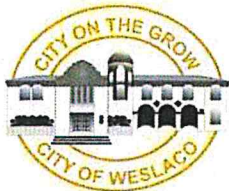
RE: Bridge Heights - Final Plat

DATE: March 7, 2024

The proposed use for the 29-lot subdivision is for apartment and duplex type use and is located outside the city limits of Weslaco. The subdivision will be provided with water and sanitary sewer by the City of Weslaco. The developer has not requested any variances at this time. The developer has complied with all staff comments. The Planning & Zoning Commission recommended approval of the final plat.

Thank you,

Rebekah de la Fuente, CFM



SUBDIVISION PLATTING APPLICATION

PLAT-000593-2024



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: Bridge Heights

Location: Bridge Ave. just north of Mile 5 N. Rd.

Legal Description: A 12.137 acre tract of land, out of farm tract 757, and farm tract 758, the west and adams tracts recorded in volume 2, page 34-37, Hidalgo County, Texas.

Is subdivision inside city limits? ☒ YES ☐ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: _____

Existing Land Use: Agriculture

Proposed Land Use: Multi-Family

Number of Lots Proposed: 29

Gross Acreage: 12.137

Title Report Submitted: ☐ YES ☐ NO

OWNER INFORMATION

Owner's Name: South Texas Providential Development, LLC Telephone: (956) 784-9874

Address: 1108 Houston Way

Fax: _____

City: San Juan

State: TX

Zip: 78589

E-mail: marc@ursa-holdings.com

ENGINEER INFORMATION

Name: Supreme Engineering, PLLC

Telephone: (956) 403-1314

Address: 138 Paseo del Prado Ste. 7

Fax: _____

City: Edinburg

State: TX

Zip: 78539

E-mail: omar.cano@supremeengineering.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: City of Weslaco

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

Proposed subdivision is in the following districts:

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

Has the property been assessed as flat rate irrigable property: ☐ YES ☒ NOHave 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**

_____ PDF copy of all documents submitted (emailed or USB)

_____ **\$355.00 Planning Review fee, \$100.00 Fire 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**

_____ PDF copy of all documents submitted (emailed or USB)

_____ **\$355.00 Planning Review fee, \$100.00 Fire 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 & 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

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

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
- _____ Traffic Impact Analysis (If required)
- _____ 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
- _____ 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.

Misael Perez

Owner Printed Name: _____

Owner Signature:  Date: 1/31/2024
 4FAE7958E35440D...
 South Texas Providential Development, LLC _____ is the authorized agent

Authorized Agent Signature: _____ Date: _____

Authorized Agent Printed Name: _____

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: _____



**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: Bridge Heights
Location: S. Bridge Ave. Rd between E. Mile 5 N Rd. and E. Mile 5 1/2 N. Rd
Applicant: Supreme Engineering ☐ Owner ☒ Agent
Address: 135 Paseo del Prado Ste 7 Edinburg TX 78539 Phone Number: (956) 403-1314

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			
220	Multi-Family Detached	11.327		116	59	70	819

Comments: _____
Prepared by: Omar Cano Date: _____
Address: 135 Paseo del Prado Ste 7 Edinburg, TX 78539 Phone Number: (956) 403-1314

(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#: _____

Trip Generation Report

Bridge Heights Subdivision

Weslaco, Texas

Prepared by:

SUPREME
ENGINEERING

Supreme Engineering, PLLC
Texas Engineering Firm F-21135
135 Paseo del Prado Ste. 7
Edinburg, TX 78539
(956) 272-2246

January 22, 2024



, P.E.

Estimated Trip Generation

The 11th Edition of the ITE Trip Generation manual was used to estimate the projected trip generation. These estimations were calculated for the AM and PM peak hours for the generator using land uses Multi-Family Detached Housing (ITE Code: 220). The total trip and projections are shown in Table 1.

Average Vehicle Trip Ends vs. Number of Dwelling Units

Morning Analysis

- On a weekday, Peak Hour of Adjacent Street Traffic, One Hour Between **7 and 9 AM**.
- Directional Distribution: **24% entering, 76% exiting**

$$T = 0.31 (X) + 22.85 \text{ - ITE Trip Generation 11}^{\text{th}} \text{ Edition Volume 3}$$

Where:

T = Average Vehicle Trip Ends

X = Number of Dwellings – **116 Apartment Units**

$$T = 0.31 (116) + 22.85 \approx 59$$

- Directional Distribution
 - $T_{\text{enter}} = 59 (0.24) \approx \mathbf{14 \text{ trip/hour}}$
 - $T_{\text{exit}} = 59 (0.76) \approx \mathbf{45 \text{ trip/hour}}$

Afternoon Analysis

- On a weekday, Peak Hour of Adjacent Street Traffic, One Hour Between **4 and 6 PM**.
- Directional Distribution: **63% entering, 37% exiting**

$$T = 0.43 (X) + 20.55 \text{ - ITE Trip Generation 11}^{\text{th}} \text{ Edition Volume 3}$$

Where:

T = Average Vehicle Trip Ends

X = Number of Dwellings – **116 Apartment Units**

$$T = 0.43(116) + 20.55 \approx 70$$

- Directional Distribution
 - $T_{\text{enter}} = 70 (0.63) \approx \mathbf{44 \text{ trip/hour}}$
 - $T_{\text{exit}} = 70 (0.37) \approx \mathbf{26 \text{ trip/hour}}$

Table 1. Total Projected Trips

ITE Code	Trips		%Entering / %Exiting	
	A.M.	P.M.	A.M.	P.M.
220 – MULTIFA-Family Detached Housing	59	70	14/44	45/26

Study Results

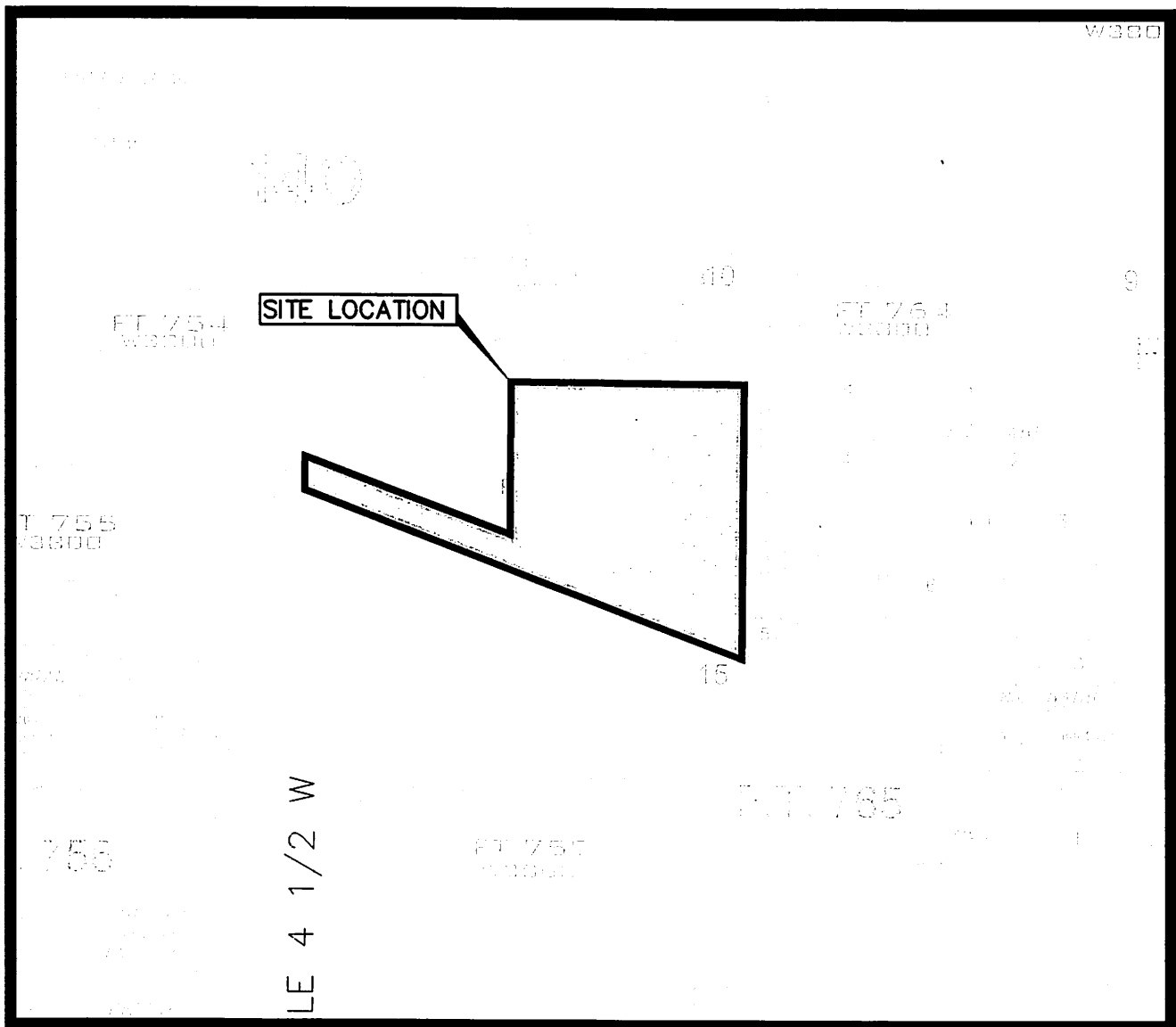
This traffic study identified one generator; the proposed multi-family detached dwelling. The total peak hour trips for morning (AM) and afternoon (PM), respectively, is less than 100; therefore, a Traffic Impact Analysis is **NOT REQUIRED** as per ITE Trip Generation manual.

Table 1. Total Projected Trips

ITE Code	Trips		%Entering / %Exiting	
	A.M.	P.M.	A.M.	P.M.
220 – MULTIFA-Family Detached Housing	58.81	70.43	14.11/44.70	44.37/26.06

Study Results

This traffic study identified one generator; the proposed multi-family detached dwelling. The total peak hour trips for morning (AM) and afternoon (PM), respectively, is less than 100; therefore, a Traffic Impact Analysis is **NOT REQUIRED** as per ITE Trip Generation manual.



LOCATION MAP

BRIDGE HEIGHTS SUBDIVISION

12.137 ACRES OF LAND OUT OF FARM TRACT 757, AND FARM TRACT 758,
THE WEST AND ADAMS TRACTS, RECORDED IN VOLUME 2, PAGES 34-37, MAP
RECORDS HIDALGO COUNTY, TEXAS,

DATE: NOVEMBER 2023

Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 59

Avg. Num. of Dwelling Units: 241

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate

0.51

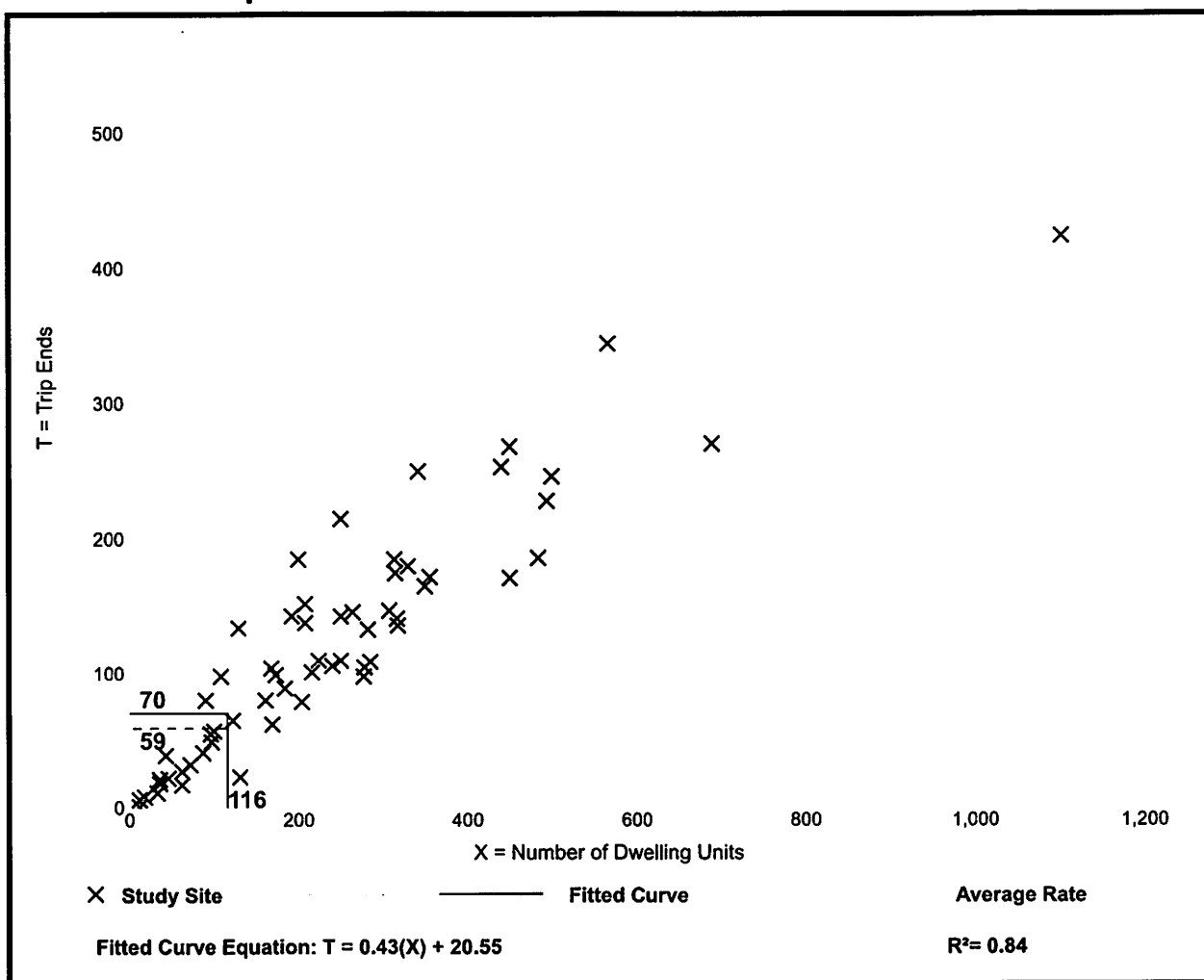
Range of Rates

0.08 - 1.04

Standard Deviation

0.15

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

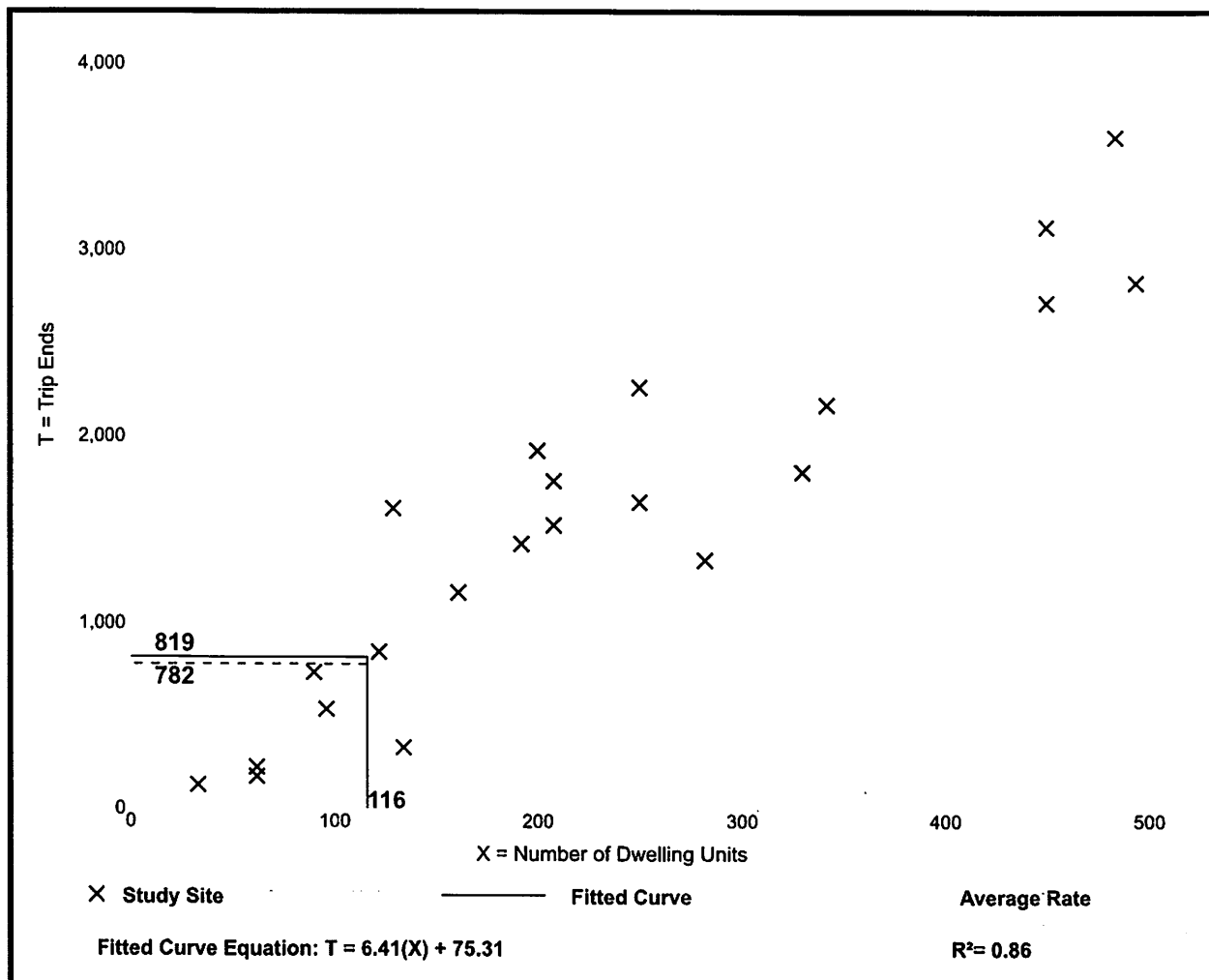
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Multifamily Housing (Low-Rise) Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 49

Avg. Num. of Dwelling Units: 249

Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate

0.40

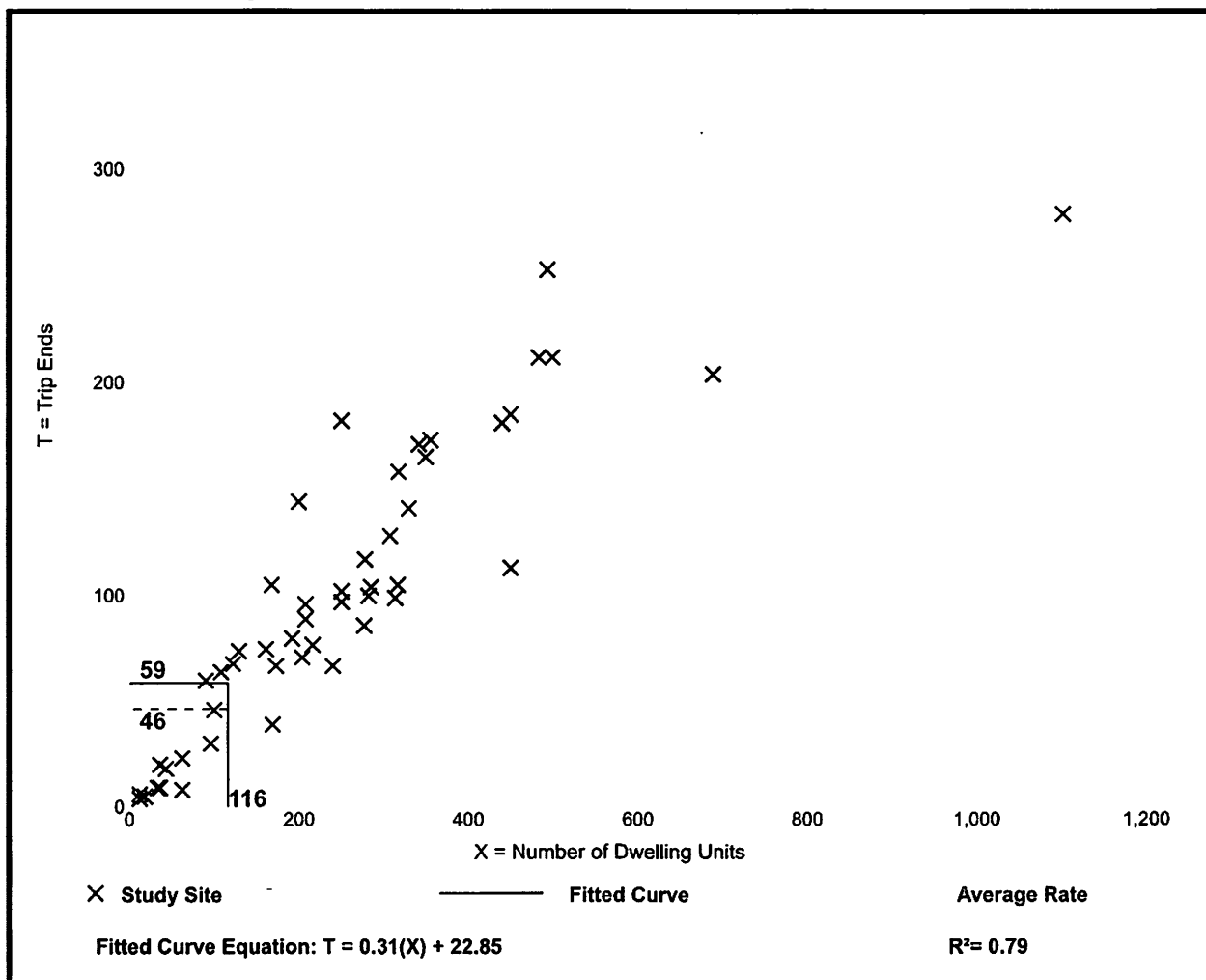
Range of Rates

0.13 - 0.73

Standard Deviation

0.12

Data Plot and Equation



Albert Aldana, P.E.
City Engineer
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Re: Trip Generation Analysis
Bridge Heights Subdivision
Weslaco, Texas

Dear Mr. Aldana,

Supreme Engineering has prepared this Trip Generation Analysis as per the request of the City of Weslaco Engineering Department for the above-mentioned proposed development.

Project Description

The proposed development is a 11.327 acres of land out of farm tract 758, the West and Adams tracts, recorded in volume 2, pages 34-37, map records Hidalgo County, Texas. The development is located along Bridge Ave. between E. Mile 5 N Rd. and E Mile 5 ½ N Rd. The proposed development will be a 29-lot multi-family residential subdivision.

Site and Surrounding Land Uses

The study area for the proposed development includes the site boundaries of the 11.327 acres proposed Bridge Heights Subdivision as follows: the property directly to the west there is United Migrant Opportunity Services UMOS. The area to the north is a Angela subdivision a single-family development. The area to the south there is vacant. The area to the east is R.C. Babb Subdivision, single-family development.

Roadways

The western boundary of the proposed development is S. Bridge Ave. Bridge Ave. is a 2 lane collector.

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Drainage Statement

Bridge Heights Subdivision

Weslaco, Texas

Prepared by:



Supreme Engineering, PLLC
Texas Engineering Firm F-21135
135 Paseo del Prado Ste 7
Edinburg, TX 78539
(956) 403-1314



December 8, 2023

 , P.E.

Index

- Cover Sheet
- Index Sheet
- Drainage Statement
- Drainage Calculations
- Table 3-2 Intercept Coefficients “k” value
- Table 3-3 Runoff Coefficients Table "C" value
- Weighted "C" Calculation “if applicable”
- Time of Concentration Determination Table “if applicable”
- Location Map
- USDA Contours
- USDA Soils Map
- Soils Legend & Description
- USDA Soil Engineering Properties
- FEMA FIRM with site location
- Subdivision Plat
- Preliminary Site/Drainage Plan Layout



Bridge Heights Subdivision Drainage Statement

Bridge Heights Subdivision being 12.137 acres of land out of farm tract 757 and farm tract 758, West Adams tracts, recorded in volume 2, pages 34-37, map records Hidalgo County, Texas. The property is located along S. Bridge Avenue, north 0.35 miles of the intersection with Mile 5 N. Rd. within the **City of Weslaco** limits, County of Hidalgo, Texas. Property is on the process of annexing the City of Weslaco. The tract is **currently vacant**. Proposing **29-lot multi-family** development.

The property is located mostly in **Zone “B”** on FEMA’s Flood Insurance Rate Map, Community Panel No. 480334 0525B Map dated January 2, 1981. Zone B is defined as areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood.

The predominate soils in this area are Hidalgo sandy clay loam and Hidalgo fine sandy loam (**Soils 25 & 28**), these soils belong to hydrologic group “B” which have a moderate infiltration rate when thoroughly wet. Group B soils consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission. (See “USDA, NRCS Web Soil Survey” Soils Maps, Engineering Properties and information for the Hidalgo County, Texas).

The surface runoff of this property flows in an easterly direction. The pre-development storm runoff is 7.41 cfs based on a 10-year storm frequency, as per attached calculations. The post-development storm runoff is 42.20 cfs based on a 50-year storm frequency, which is an increase of 34.79 cfs as per the attached calculations.

In accordance with Hidalgo County Drainage District No. 1 (HCDD1) and City of **Weslaco’s** drainage policy, the 12.137 acre property storm drainage system for the proposed **29 lot multi-family subdivision** will consist of sheet flow through proposed paved street, gutters, inlets and storm sewer system with pipe sizes 18”, 24”, and 36” as shown on the attached storm sewer plan.



SUPREME ENGINEERING – CIVIL ENGINEERING CONSULTANT

Pertinent permitting as necessary shall be coordinated with the City of Weslaco, HCCID9 and County of Hidalgo during public improvements.

In accordance with HCDD1 and City of Weslaco's drainage policy, the difference between the pre (10-yr storm) and the post (50-yr storm) development storm runoff shall not increase; therefore, as per attached calculations, the required detention of **100,968 cubic feet (2.32 acre-ft)** of storm runoff shall be stored as per attached calculations. The additional runoff will be accommodated in a proposed on-site detention. The proposed pond excavation will accommodate **126,495 cubic feet (2.90 acre-ft)** of detention runoff, which exceeds the 100-yr storm detention required volume of **122,993 cubic feet (2.82 acre-ft)**. The pond will discharge with a 24" RCP with a choked of a 12" bleeder line into a south HCDD1 ditch, that transitions into Ditch 36 with an ultimate outfall at IBWC floodway.

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☒ DISTRICT FACILITY	
☐ CITY FACILITY	
☐ OTHER	
 H.C.D.D. NO. 1	12-11-23 DATE



By  P.E.

Engineer Signature

12/8/2023

Date

Project Name: **Bridge Heights**
 Project Location: **City of Weslaco**
 Number of Lots: **29**
 Calculation Analysis: **Rational Method (TxDOT Hydraulic Design Manual, Revised Sep 2019)**

Pre Development (Existing) Conditions 10 - Year Storm Frequency

Property Area:	<u>10.31 Acres</u>	
	<u>449,103.6 Sq Ft</u>	
Time of Concentration, t_c :	<u>42 Minutes</u>	
Velocity, V :	<u>0.51 ft/s</u>	
Runoff Coefficient, C :	<u>0.20</u>	Table 3-3
Intensity, I :	<u>3.59 in/hr</u>	
Peak Flow, Q :	<u>7.41 cfs</u>	Choke with a 12" HPP @ 0.74% to help entire system (3.10 cfs)

Surface Conditions	
Flow Length, L :	<u>1300 Feet</u>
Surface Constant, K_u :	<u>3.28</u>
Intercept Coefficient, k :	<u>0.491</u> Table 3-2
Slope, S_p :	<u>0.10 %</u>
e :	<u>0.8123</u>
b :	<u>92.2303</u>
d :	<u>12.3289</u>

Post Development (Future) Conditions 50 - Year Storm Frequency

Property Area:	<u>10.31 Acres</u>	
	<u>449,103.6 Sq Ft</u>	
Time of Concentration, t_c :	<u>21 Minutes</u>	
Velocity, V :	<u>1.02 ft/s</u>	
Runoff Coefficient, C :	<u>0.55</u>	
Intensity, I :	<u>7.44 in/hr</u>	
Peak Flow, Q :	<u>42.20 cfs</u>	

Surface Conditions	
Flow Length, L :	<u>1300 Feet</u>
Surface Constant, K_u :	<u>3.28</u>
Intercept Coefficient, k :	<u>0.619</u> Table 3-2
Slope, S_p :	<u>0.25 %</u>
e :	<u>0.7952</u>
b :	<u>123.4681</u>
d :	<u>12.8577</u>

Modified Rational Method
 Detention Calculations (50-yr Storm Frequency)

Duration		Intensity 50-year	Q_{in}	Vol_{in}	Q_{out}^*	Vol_{out}	Storage Required	
(min)	(hr)	(in/hr)	(cfs)	(ft^3)	(cfs)	(ft^3)	(ft^3)	(acre-ft)
300	5.00	1.28	7.26	130,661.85	3.10	29,884.91	100,776.94	2.31
310	5.17	1.25	7.08	131,681.09	3.10	30,814.91	100,866.18	2.32
320	5.33	1.22	6.91	132,671.40	3.10	31,744.91	100,926.49	2.32
330	5.50	1.19	6.75	133,634.54	3.10	32,674.91	100,959.63	2.32
340	5.67	1.16	6.60	134,572.12	3.10	33,604.91	100,967.21	2.32
350	5.83	1.14	6.45	135,485.58	3.10	34,534.91	100,950.67	2.32
360	6.00	1.11	6.31	136,376.26	3.10	35,464.91	100,911.35	2.32
370	6.17	1.09	6.18	137,245.39	3.10	36,394.91	100,850.48	2.32
380	6.33	1.07	6.06	138,094.09	3.10	37,324.91	100,769.18	2.31
390	6.50	1.05	5.94	138,923.39	3.10	38,254.91	100,668.48	2.31
400	6.67	1.03	5.82	139,734.26	3.10	39,184.91	100,549.35	2.31
410	6.83	1.01	5.71	140,527.58	3.10	40,114.91	100,412.67	2.31
420	7.00	0.99	5.61	141,304.18	3.10	41,044.91	100,259.27	2.30

Proposed Total Detention:	100,967.21 cu. ft.	2.32 acre-ft
Detention/Acre Developed	9,793.13 cu. ft.	0.22 acre-ft

12/8/2023



[Signature], P.E.

Post Development (Future) Conditions 100 - Year Storm Frequency

Property Area:	10.31 Acres 449,103.6 Sq Ft		
Time of Concentration, t_c :	21 Minutes		
Velocity, V :	1.02 ft/s		
Runoff Coefficient, C :	0.55		
Intensity, I :	8.42 in/hr		
Peak Flow, Q :	47.73 cfs		
		Surface Conditions	
		Flow Length, L :	1300 Feet
		Surface Constant, K_u :	3.28
		Intercept Coefficient, k :	0.619 Table 3-2
		Slope, S_p :	0.25 %
		e :	0.7888
		b :	137.9853
		d :	13.3182

Modified Rational Method
Detention Calculations (100-yr Storm Frequency)

Duration		Intensity 100-year	Q_{in}	Vol_{in}	Q_{out}^*	Vol_{out}	Storage Required	
(min)	(hr)	(in/hr)	(cfs)	(ft^3)	(cfs)	(ft^3)	(ft^3)	(acre-ft)
350	5.83	1.32	7.48	157,079.30	3.10	34,534.91	122,544.39	2.81
360	6.00	1.29	7.32	158,143.70	3.10	35,464.91	122,678.79	2.82
370	6.17	1.26	7.17	159,182.55	3.10	36,394.91	122,787.64	2.82
380	6.33	1.24	7.03	160,197.20	3.10	37,324.91	122,872.29	2.82
390	6.50	1.21	6.89	161,188.86	3.10	38,254.91	122,933.95	2.82
400	6.67	1.19	6.76	162,158.67	3.10	39,184.91	122,973.76	2.82
410	6.83	1.17	6.63	163,107.68	3.10	40,114.91	122,992.77	2.82
420	7.00	1.15	6.51	164,036.85	3.10	41,044.91	122,991.94	2.82
430	7.17	1.13	6.39	164,947.09	3.10	41,974.91	122,972.18	2.82
440	7.33	1.11	6.28	165,839.24	3.10	42,904.91	122,934.33	2.82
450	7.50	1.09	6.17	166,714.09	3.10	43,834.91	122,879.18	2.82
460	7.67	1.07	6.07	167,572.37	3.10	44,764.91	122,807.46	2.82
470	7.83	1.05	5.97	168,414.77	3.10	45,694.91	122,719.86	2.82

Proposed Total Detention:	122,992.77 cu. ft.	2.82 acre-ft
Detention/Acre Developed	11,929.46 cu. ft.	0.27 acre-ft

Land Cover / Flow Regime	k
Forest with heavy ground litter; hay meadow (overland flow)	0.076
Trash fallow or minimum tillage cultivation; contour or strip cropped; woodland (overland flow)	0.152
Short grass pasture (overland flow)	0.213
Cultivated straight row (overland flow)	0.274
Nearly bare and untilled (overland flow); alluvial fans in western mountain regions	0.305
Grassed waterway (shallow concentrated flow)	0.457
Unpaved (shallow concentrated flow)	0.491
Paved area (shallow concentrated flow); small upland gullies	0.619

Table 3-2: Intercept Coefficients

12/8/2023



[illegible][illegible]

No.	Name	Soil	Drain Area A (ha)	Runoff Coeff. C	Time of Conc. (min)	Runoff Intensity (mm/hr)	Discharge (m ³ /hr)	Known D (m/hr)	Cross Slope Sx	Cross Slope Sy	Cross Slope Sw	Prev. Runoff Rate (mm/hr)	Depth of Soil Water (mm)	Soil Water Field Capacity (mm)	W/F	Grass Length (m)	Grass Width (m)	Grass Density (m ² /m ²)	Grass Height (m)	Intercept Time (min)	Grass Flow (mm/hr)	Spans Structure	
1	S-1	S-1	2402.55	24221.12	6.81	11.993	0.55	2.1	0.02	-1	0.05	0	0.292	1	13.111	0.076	Corb in-let	---	5	0.417	2.1	---	---
2	S-2	S-2	5401.55	21932.37	5.12	6.665	0.55	0.52	0.02	-1	0.05	0	0.372	1	12.099	0.083	Corb in-let	---	5	0.417	0	---	---
3	S-3	S-3	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
4	S-4	S-4	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
5	S-5	S-5	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
6	S-6	S-6	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
7	S-7	S-7	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
8	S-8	S-8	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
9	S-9	S-9	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
10	S-10	S-10	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
11	S-11	S-11	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
12	S-12	S-12	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
13	S-13	S-13	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
14	S-14	S-14	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
15	S-15	S-15	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
16	S-16	S-16	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
17	S-17	S-17	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
18	S-18	S-18	2402.00	59952.13	3.57	17.557	0.55	4.237	0.461	-1	0.05	0	4.427	0	21.554	0.058	Corb in-let	---	4.427	0.048	0	---	---
19	S-19	S-19	2402.00	59952.13																			



Rainfall Intensity-Duration-Frequency Coefficients for Texas

Based on "National Oceanic and Atmospheric Administration's (NOAA) Atlas 14
Precipitation-Frequency Atlas of the United States, Volume 11 Version 2.0: Texas" (Perica et al. 2018)

Parameter Selection

1. Select Units

English

2. Select Methodology

Annual Maximum Series (AMS)

3. Select County

HIDALGO

4. Select County Zone

Zone-1

5. Select Time of Concentration (t_c)

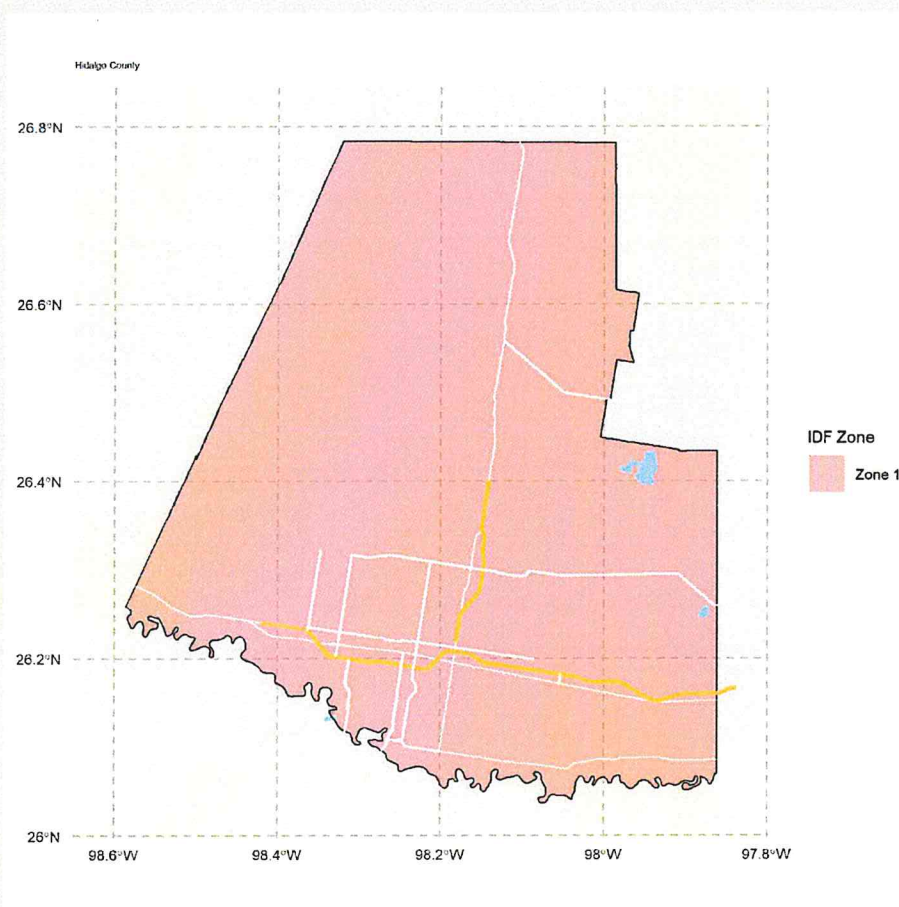
42

Minute

Design Annual Exceedance Probability (Design Annual Recurrence Interval)

Coefficient	50% (2-year)	20% (5-year)	10% (10-year)	4% (25-year)	2% (50-year)	1% (100-year)	0.2% (500-year)
a	0.8385	0.8215	0.8123	0.8022	0.7952	0.7888	0.7792
b	62.3356	79.1505	92.2303	109.9653	123.4681	137.9853	178.7526
d (min)	12.3218	12.2329	12.3289	12.6024	12.8577	13.3182	15.2816
Intensity (Inches/hour)	2.19	2.98	3.59	4.44	5.11	5.82	7.63

Note: Hidalgo County has 1 rainfall zone.



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HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

" C " - VALUES FOR RATIONAL METHOD

Type of Drainage Area	Runoff Coefficient
-----------------------	--------------------

Residential Districts:

Single Family (Lots less than 1/4 acre)	0.35
Single Family (Lots 1/4 to 1/2 acre)	0.30
Single Family (Lots greater than 1/2 acre)	0.25
Multi - Family (Less than 20 DU / AC)	0.45
Multi - Family (Greater than 20 DU / AC)	0.55

Business District:	0.70
--------------------	------

Industrial Districts:

Light Areas	0.50
Heavy Areas	0.60

Railroad Yard Areas:	0.20
----------------------	------

Parks:	0.10
--------	------

Unimproved Areas:

Bare Surface	0.30
Grassland	0.25
Cultivated	0.20
Woodlands	0.15

Streets:

Asphalt	0.70
Concrete	0.75
Caliche	0.70

Drives & Walks:

Concrete	0.75
Rooftop	0.75

BRIDGE HEIGHTS SUBDIVISION

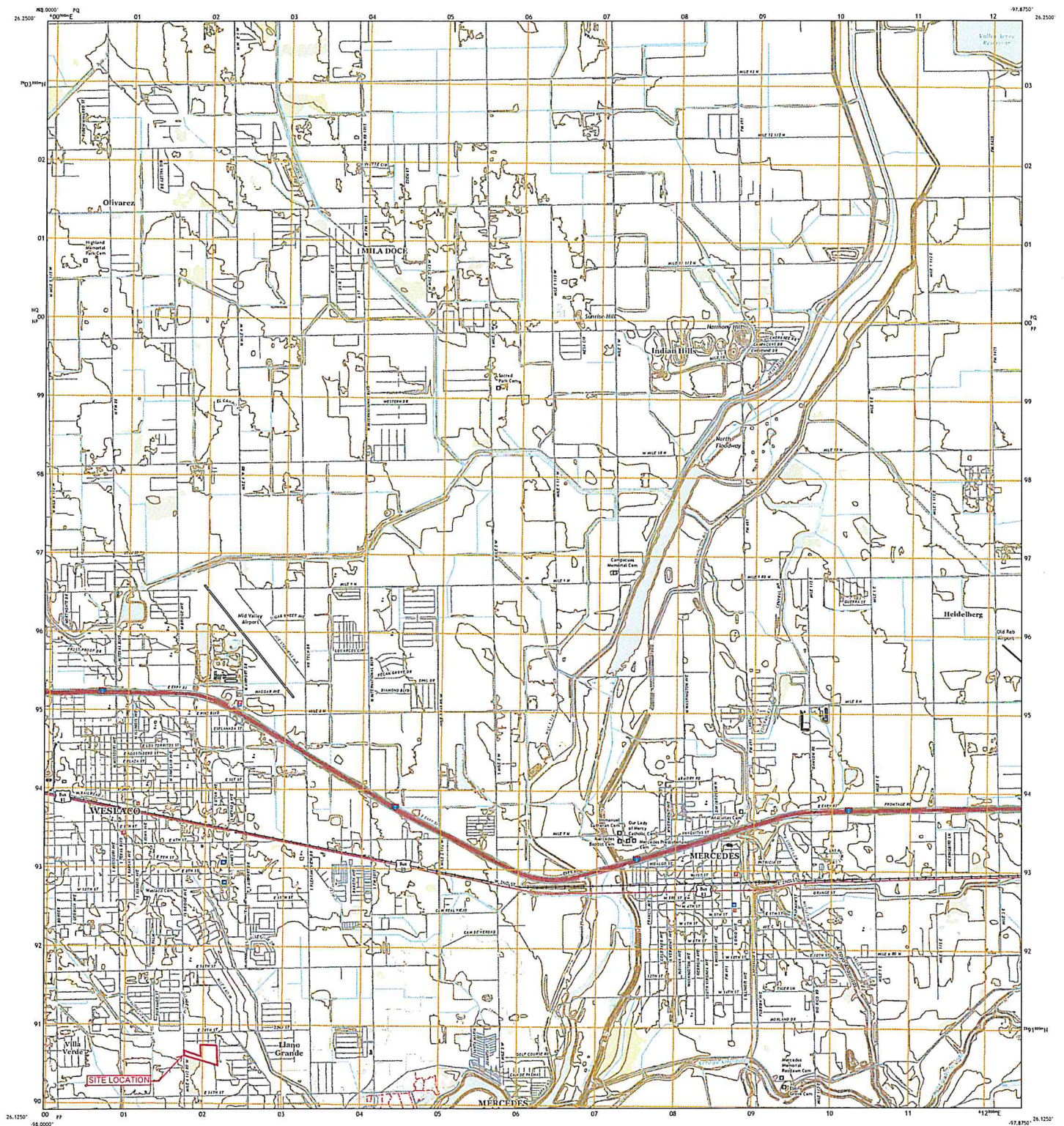
DATE: NOVEMBER 2023



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



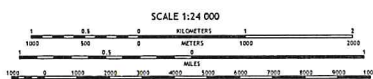
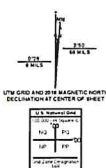
MERCEDES QUADRANGLE
TEXAS - HIDALGO COUNTY
7.5-MINUTE SERIES



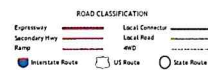
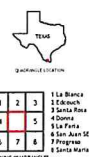
Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) - Projected and
1 000 meter grid Universal Transverse Mercator, Zone 14B
This map is not a legal document. Boundaries may be
generated for this map scale. Please verify with the government
surveyor or other reliable source. Boundaries shown are for
information only.

Source: NAD83, November 2014 - January 2017
Roads: U.S. Census Bureau, 2011
Hydrography: National Hydrography Dataset, 2011
Contours: National Elevation Dataset, 2011
Boundaries: Multiple sources; see metadata file 2014 - 2021
Waterbodies: FWS National Wetlands Inventory, Not Available



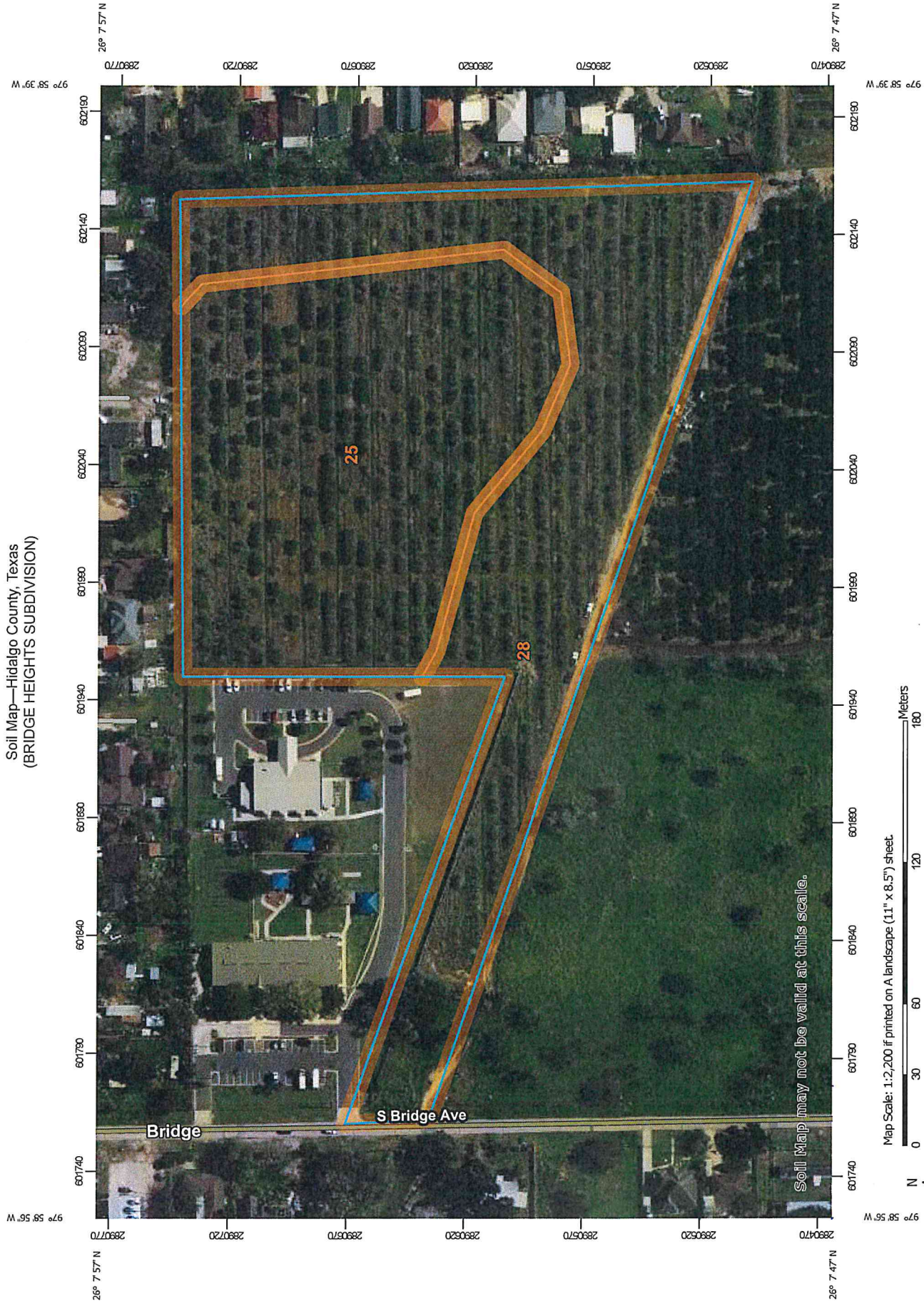
CONTOUR INTERVAL 5 FEET
NORTH AMERICAN DATUM OF 1983
This map was produced to conform with the
National Cartographic Program US Topo Product Standard.



MERCEDES, TX
2022



Soil Map—Hidalgo County, Texas
(BRIDGE HEIGHTS SUBDIVISION)



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 22, Sep 5, 2023

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
25	Hidalgo fine sandy loam, 0 to 1 percent slopes	5.9	48.8%
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	6.2	51.2%
Totals for Area of Interest		12.1	100.0%

Map Unit Description

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named, soils that are similar to the named components, and some minor components that differ in use and management from the major soils.

Most of the soils similar to the major components have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Some minor components, however, have properties and behavior characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. All the soils of a series have major horizons that are similar in composition, thickness, and arrangement. Soils of a given series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Additional information about the map units described in this report is available in other soil reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the soil reports define some of the properties included in the map unit descriptions.

Report—Map Unit Description

Hidalgo County, Texas

25—Hidalgo fine sandy loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2sxn

Elevation: 20 to 500 feet

Mean annual precipitation: 20 to 27 inches
Mean annual air temperature: 72 to 74 degrees F
Frost-free period: 300 to 365 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Hidalgo and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hidalgo**Setting**

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous loamy alluvium

Typical profile

Ap - 0 to 17 inches: fine sandy loam
Bk1 - 17 to 28 inches: sandy clay loam
Bk2 - 28 to 38 inches: clay loam
Ck - 38 to 80 inches: clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 35 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 10.0
Available water supply, 0 to 60 inches: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 2s
Land capability classification (nonirrigated): 2s
Hydrologic Soil Group: B
Ecological site: R083DY019TX - Gray Sandy Loam
Hydric soil rating: No

Minor Components**Willacy**

Percent of map unit: 10 percent

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY023TX - Sandy Loam
Hydric soil rating: No

Brennan

Percent of map unit: 5 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083EY023TX - Sandy Loam
Hydric soil rating: No

28—Hidalgo sandy clay loam, 0 to 1 percent slopes**Map Unit Setting**

National map unit symbol: 2sxl
Elevation: 20 to 500 feet
Mean annual precipitation: 20 to 27 inches
Mean annual air temperature: 72 to 74 degrees F
Frost-free period: 300 to 365 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Hidalgo and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hidalgo**Setting**

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous loamy alluvium

Typical profile

Ap - 0 to 17 inches: sandy clay loam
Bk1 - 17 to 28 inches: sandy clay loam
Bk2 - 28 to 38 inches: clay loam
Ck - 38 to 80 inches: clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Negligible

*Capacity of the most limiting layer to transmit water
(Ksat):* Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 35 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0
mmhos/cm)
Sodium adsorption ratio, maximum: 10.0
Available water supply, 0 to 60 inches: Moderate (about 7.8
inches)

Interpretive groups

Land capability classification (irrigated): 1
Land capability classification (nonirrigated): 2c
Hydrologic Soil Group: B
Ecological site: R083DY019TX - Gray Sandy Loam
Hydric soil rating: No

Minor Components**Raymondville**

Percent of map unit: 7 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY025TX - Clay Loam
Hydric soil rating: No

Racombes

Percent of map unit: 6 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY025TX - Clay Loam
Hydric soil rating: No

Willacy

Percent of map unit: 2 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY023TX - Sandy Loam
Hydric soil rating: No

Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 22, Sep 5, 2023

Engineering Properties

This table gives the engineering classifications and the range of engineering properties for the layers of each soil in the survey area.

Hydrologic soil group is a group of soils having similar runoff potential under similar storm and cover conditions. The criteria for determining Hydrologic soil group is found in the National Engineering Handbook, Chapter 7 issued May 2007(<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Listing HSGs by soil map unit component and not by soil series is a new concept for the engineers. Past engineering references contained lists of HSGs by soil series. Soil series are continually being defined and redefined, and the list of soil series names changes so frequently as to make the task of maintaining a single national list virtually impossible. Therefore, the criteria is now used to calculate the HSG using the component soil properties and no such national series lists will be maintained. All such references are obsolete and their use should be discontinued. Soil properties that influence runoff potential are those that influence the minimum rate of infiltration for a bare soil after prolonged wetting and when not frozen. These properties are depth to a seasonal high water table, saturated hydraulic conductivity after prolonged wetting, and depth to a layer with a very slow water transmission rate. Changes in soil properties caused by land management or climate changes also cause the hydrologic soil group to change. The influence of ground cover is treated independently. There are four hydrologic soil groups, A, B, C, and D, and three dual groups, A/D, B/D, and C/D. In the dual groups, the first letter is for drained areas and the second letter is for undrained areas.

The four hydrologic soil groups are described in the following paragraphs:

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

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

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

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

Depth to the upper and lower boundaries of each layer is indicated.

Texture is given in the standard terms used by the U.S. Department of Agriculture. These terms are defined according to percentages of sand, silt, and clay in the fraction of the soil that is less than 2 millimeters in diameter. "Loam," for example, is soil that is 7 to 27 percent clay, 28 to 50 percent silt, and less than 52 percent sand. If the content of particles coarser than sand is 15 percent or more, an appropriate modifier is added, for example, "gravelly."

Classification of the soils is determined according to the Unified soil classification system (ASTM, 2005) and the system adopted by the American Association of State Highway and Transportation Officials (AASHTO, 2004).

The Unified system classifies soils according to properties that affect their use as construction material. Soils are classified according to particle-size distribution of the fraction less than 3 inches in diameter and according to plasticity index, liquid limit, and organic matter content. Sandy and gravelly soils are identified as GW, GP, GM, GC, SW, SP, SM, and SC; silty and clayey soils as ML, CL, OL, MH, CH, and OH; and highly organic soils as PT. Soils exhibiting engineering properties of two groups can have a dual classification, for example, CL-ML.

The AASHTO system classifies soils according to those properties that affect roadway construction and maintenance. In this system, the fraction of a mineral soil that is less than 3 inches in diameter is classified in one of seven groups from A-1 through A-7 on the basis of particle-size distribution, liquid limit, and plasticity index. Soils in group A-1 are coarse grained and low in content of fines (silt and clay). At the other extreme, soils in group A-7 are fine grained. Highly organic soils are classified in group A-8 on the basis of visual inspection.

If laboratory data are available, the A-1, A-2, and A-7 groups are further classified as A-1-a, A-1-b, A-2-4, A-2-5, A-2-6, A-2-7, A-7-5, or A-7-6. As an additional refinement, the suitability of a soil as subgrade material can be indicated by a group index number. Group index numbers range from 0 for the best subgrade material to 20 or higher for the poorest.

Percentage of rock fragments larger than 10 inches in diameter and 3 to 10 inches in diameter are indicated as a percentage of the total soil on a dry-weight basis. The percentages are estimates determined mainly by converting volume percentage in the field to weight percentage. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Percentage (of soil particles) passing designated sieves is the percentage of the soil fraction less than 3 inches in diameter based on an oven-dry weight. The sieves, numbers 4, 10, 40, and 200 (USA Standard Series), have openings of 4.76, 2.00, 0.420, and 0.074 millimeters, respectively. Estimates are based on laboratory tests of soils sampled in the survey area and in nearby areas and on estimates made in the field. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Liquid limit and plasticity index (Atterberg limits) indicate the plasticity characteristics of a soil. The estimates are based on test data from the survey area or from nearby areas and on field examination. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

References:

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Report—Engineering Properties

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

Engineering Properties—Hidalgo County, Texas														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>
25—Hidalgo fine sandy loam, 0 to 1 percent slopes														
Hidalgo	85	B	0-17	Fine sandy loam	CL, SC-SM, 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	15-23-25	1-7-8
			17-28	Sandy clay loam, clay loam	CL, SC	A-7-6, A-6	0-0-0	0-0-0	100-100-100	94-98-100	85-96-100	50-60-75	30-35-44	11-17-22
			28-38	Clay loam, sandy clay loam	CL, SC	A-7-6, A-6	0-0-0	0-0-0	95-97-100	91-94-100	81-93-100	54-68-81	30-38-44	11-17-22
			38-80	Clay loam, sandy clay loam	CL, SC	A-7-6, A-6	0-0-0	0-0-0	96-97-100	91-95-100	82-94-100	57-72-84	30-38-44	11-17-22
28—Hidalgo sandy clay loam, 0 to 1 percent slopes														
Hidalgo	85	B	0-17	Sandy clay loam	CL, SC	A-6	0-0-0	0-0-0	100-100-100	95-98-100	86-96-100	44-54-63	25-30-39	11-15-18
			17-28	Sandy clay loam, clay loam	CL, SC	A-7-6, A-6	0-0-0	0-0-0	100-100-100	94-98-100	85-96-100	50-60-75	30-35-44	11-17-22
			28-38	Clay loam, sandy clay loam	CL, SC	A-7-6, A-6	0-0-0	0-0-0	95-97-100	91-94-100	81-93-100	54-68-81	30-38-44	11-17-22
			38-80	Sandy clay loam, clay loam	CL, SC	A-7-6, A-6	0-0-0	0-0-0	96-97-100	91-95-100	82-94-100	57-72-84	30-38-44	11-17-22

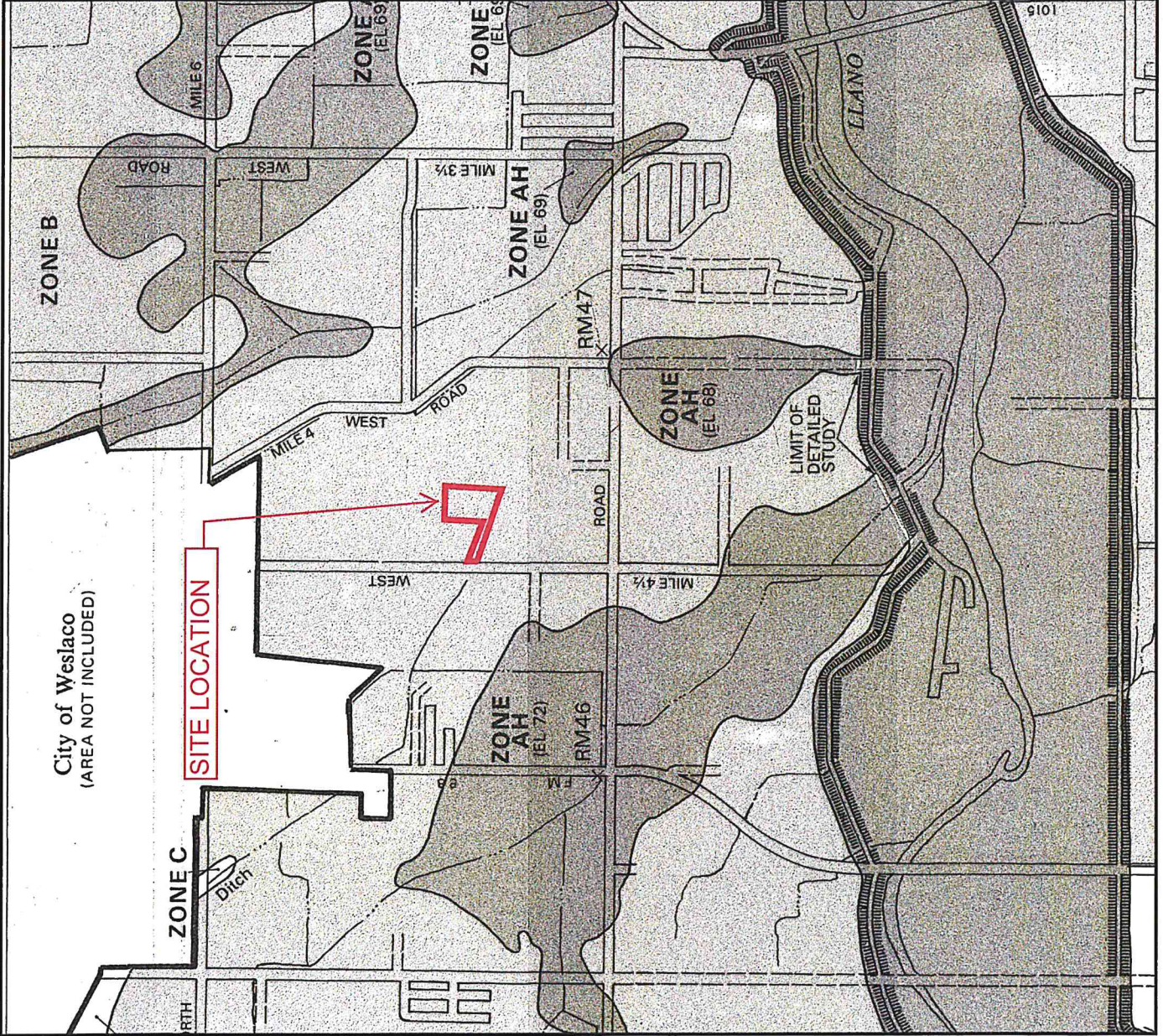
Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 22, Sep 5, 2023

Program at (800) 638-6620, or (800) 424-8872.



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

PANEL 525 OF 525

COMMUNITY-PANEL NUMBER
480334 0525 B

EFFECTIVE DATE:
JANUARY 2, 1981



federal emergency management agency
federal insurance administration

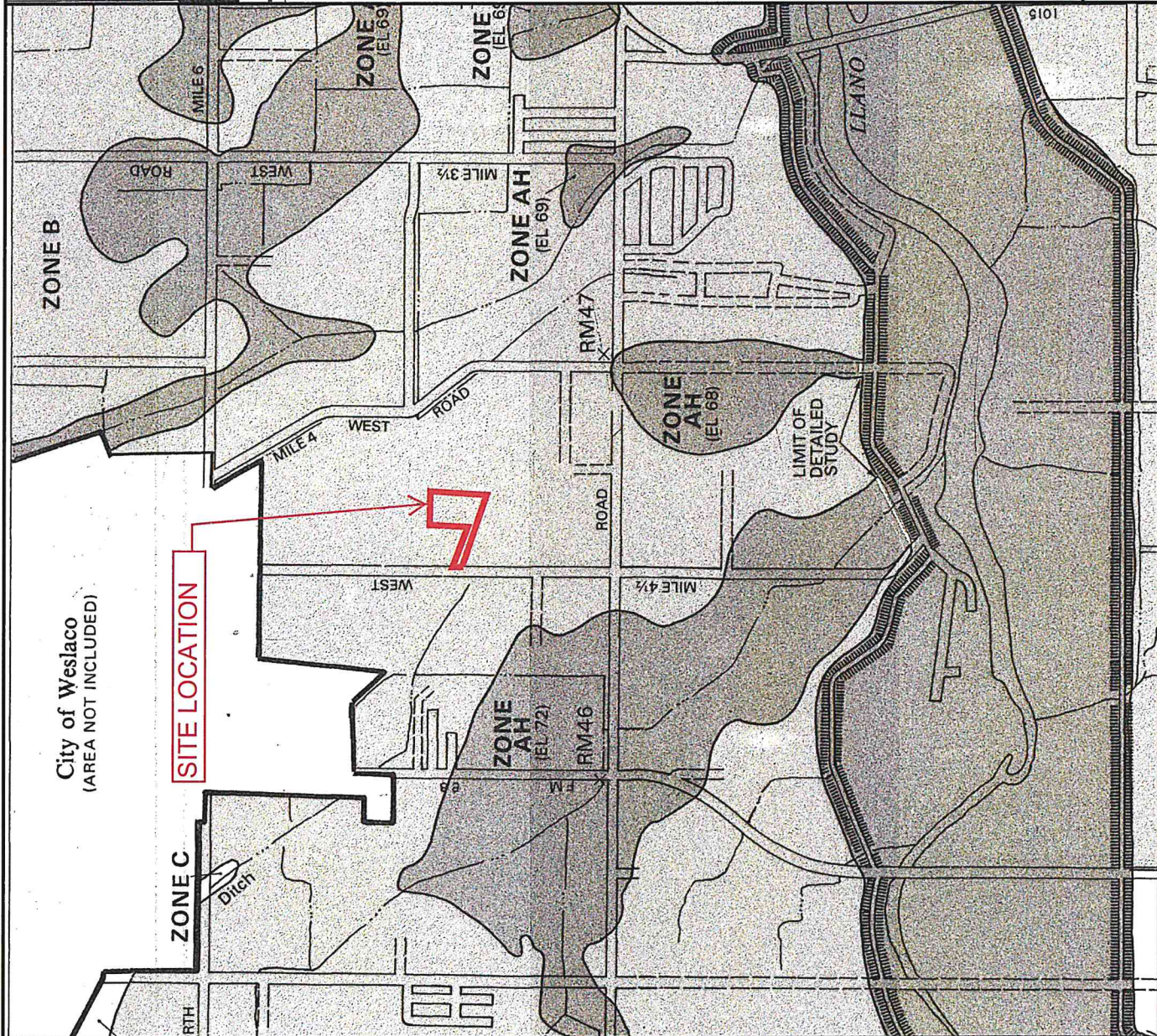
This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

COMMUNITY-PANEL NUMBER
480334 0525 B

EFFECTIVE DATE:
JANUARY 2, 1981

City of Weslaco
(AREA NOT INCLUDED)

SITE LOCATION



KEY TO MAP

500-Year Flood Boundary	ZONE B
100-Year Flood Boundary	ZONE A2 DATE
Zone Designations* With Date of Certification e.g., 12/27/74	ZONE A1 DATE
100-Year Flood Boundary	ZONE B
500-Year Flood Boundary	ZONE B
Base Flood Elevation Line With Elevation in Feet**	513
Base Flood Elevation in Feet Where Uniform Within Zone**	(EL 987)
Elevation Reference Mark	RM7 X
River Mile	• M1.5
**Referenced to the National Geodetic Vertical Datum of 1929	

***EXPLANATION OF ZONE DESIGNATIONS**

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

NOTES TO USER

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

PLAT OF BRIDGE HEIGHTS SUBDIVISION
BEING 12.137 ACRES OF LAND OUT OF FARM TRACT 757 AND FARM TRACT 758, THE WEST AND ADAMS TRACTS, RECORDED IN VOLUME 2,
PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS.

[Main map area with lot numbers, dimensions, and annotations]
[Tables: Parcel Line Table, Curve Table]
[Signatures and stamps: Notary Public, County Clerk, City of Hidalgo, etc.]
[Additional text: General Notes, Surveyor's Statement, etc.]

SOUTH TEXAS PROVINCENTIAL
DEVELOPMENT
1108 HOUSTON HWY.
SAN JUAN, TX 78589

SOUTH TEXAS PROVIDENTIAL
DEVELOPMENT
1108 HOUSTON HWY.
SAN JUAN, TX 78589

REVISIONS:	##
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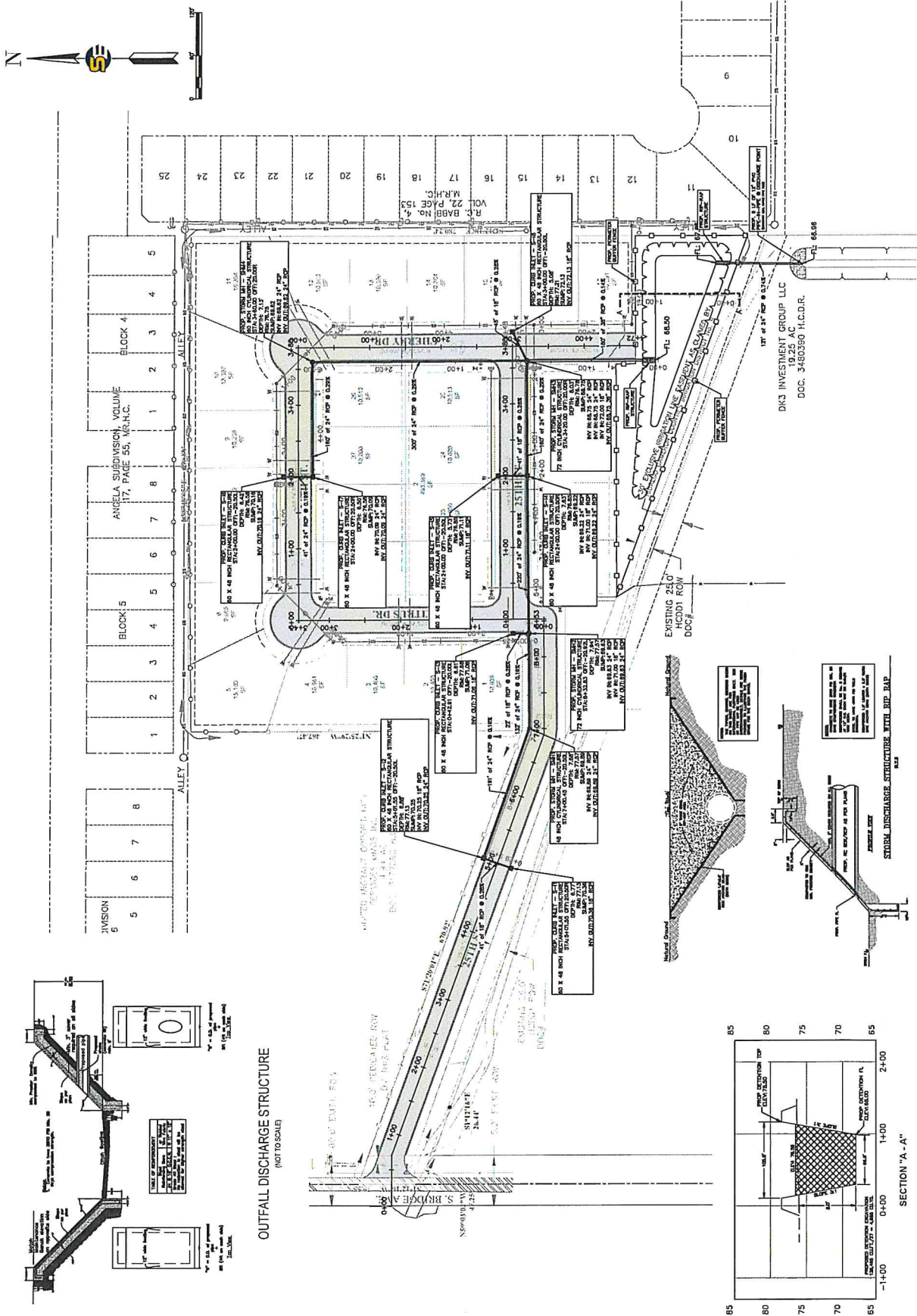
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THE SEAL APPEARING ON
THIS DOCUMENT WAS AUTHORIZED BY
COMSEC STAFF, NSA



SUPREME
ENGINEERING



STORM DISCHARGE STRUCTURE WITH RIP RAP
K-2

SECTION "A - A"

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE **BRIDGE HEIGHTS SUBDIVISION** TO THE CITY OF **WESLACO**, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY, DEDICATE AND CONVEY TO THE CITY OF **WESLACO**, TEXAS, THE **BRIDGE HEIGHTS SUBDIVISION** SHOWN ON THIS PLAT, TOGETHER WITH ALL THE RIGHTS AND INTERESTS THEREIN, TO THE CITY OF **WESLACO**, TEXAS, FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED. THE CITY OF **WESLACO**, TEXAS, IS THE OFFICIAL GRANTEE OF THE APPLICABLE AUTHORITIES OF THE CITY OF **WESLACO**, TEXAS, AND THE CITY OF **WESLACO**, TEXAS, IS THE OFFICIAL GRANTEE OF THE APPLICABLE AUTHORITIES OF THE CITY OF **WESLACO**, TEXAS.

JOAQUIN A. RODRIGUEZ
MANAGER

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PLAT OF BRIDGE HEIGHTS SUBDIVISION

BEING 11.327 ACRES OF LAND OUT OF FARM TRACT 758, THE WEST AND ADAMS TRACTS, RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, SAME BEING OUT OF A CALLED 12.13 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED, CONVEYED TO SOUTH TEXAS PROVIDENTIAL LAND DEVELOPMENT LLC., DATE APRIL 28, 2022, RECORDED IN DOCUMENT NO. 3337584, OFFICIAL PUBLIC RECORDS HIDALGO COUNTY, TEXAS.

Parcel Line Table		
Line #	Length	Bearing
L11	21.21	N46° 25' 29.00"W
L12	21.21	N43° 34' 31.00"E
L13	21.21	S46° 25' 29.00"E
L14	21.21	S43° 34' 31.00"W

Parcel Line Table		
Line #	Length	Bearing
L1	21.21	S43° 34' 31.00"W
L2	24.61	S1° 25' 29.00"E
L3	10.00	S88° 34' 31.00"W
L4	29.00	N1° 25' 29.00"W
L5	27.30	N1° 25' 29.00"W
L6	21.21	N46° 25' 29.00"W
L7	21.21	S43° 34' 31.00"W
L8	32.91	S1° 25' 29.00"E
L9	6.87	S71° 20' 00.76"E
L10	42.91	N1° 25' 29.00"W

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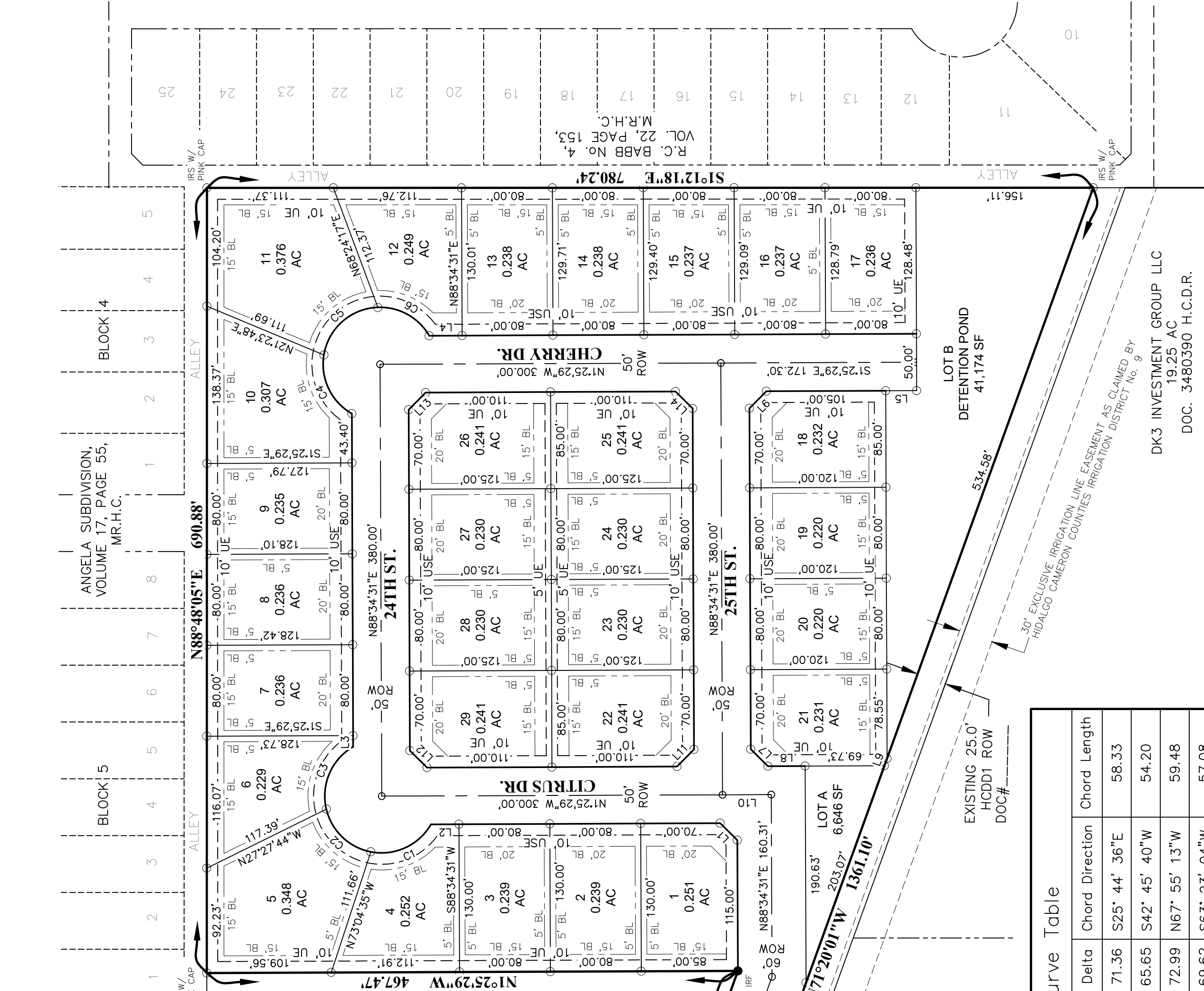
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Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	62.28	50.00	S25° 44' 36"E	58.33
C2	57.29	50.00	S42° 45' 40"W	54.20
C3	63.70	50.00	N67° 55' 13"W	59.48
C4	60.75	50.00	S63° 23' 04"W	57.08
C5	68.43	50.00	N42° 35' 50"W	63.22
C6	54.07	50.00	N27° 35' 38"E	51.48

GENERAL NOTES

- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 10.00' FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
- CLEARANCE FOR WATER METERS: AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO RECEIVING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS.
- ALL CONSTRUCTION TO MEET THE HIDALGO COUNTY REQUIREMENTS AND STANDARDS.
- ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AT A 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.
- STREETLIGHT MUST BE LOCATED EVERY 300 FEET.
- A 4 FT. SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. ON CORNER LOTS, THE OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.
- LANDSCAPING IS REQUIRED PER CITY ORDINANCE.
- CORNERS LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
- A MINIMUM SIX-FOOT BUFFER FENCE SHALL BE REQUIRED TO SEPARATE MULTI-FAMILY WITH SINGLE FAMILY AND COMMERCIAL.
- NO FILL OF PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE EASEMENT. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, OBSTRUCTIONS, OR OTHER STRUCTURES THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE EASEMENT.
- WATER LINES SHALL BE LOOPED NORTH INTO A FUTURE DEVELOPMENT WITHIN 5 YEARS, OTHERWISE THEY SHALL BE CONNECTED EAST INTO THE R.C. BAGB No. 4 WATER SYSTEM.
- ALL DRAINAGE EASEMENTS AND PARCELS SHALL BE PRIVATE WITHIN THE PROPERTY LINES AND MAINTAINED BY PROPERTY OWNERS/HOA.
- LOTS A & B TO BE OUT PARCELS. DRAINAGE PARCELS CANNOT BE RE-SUBDIVIDED FOR FUTURE DEVELOPMENT.

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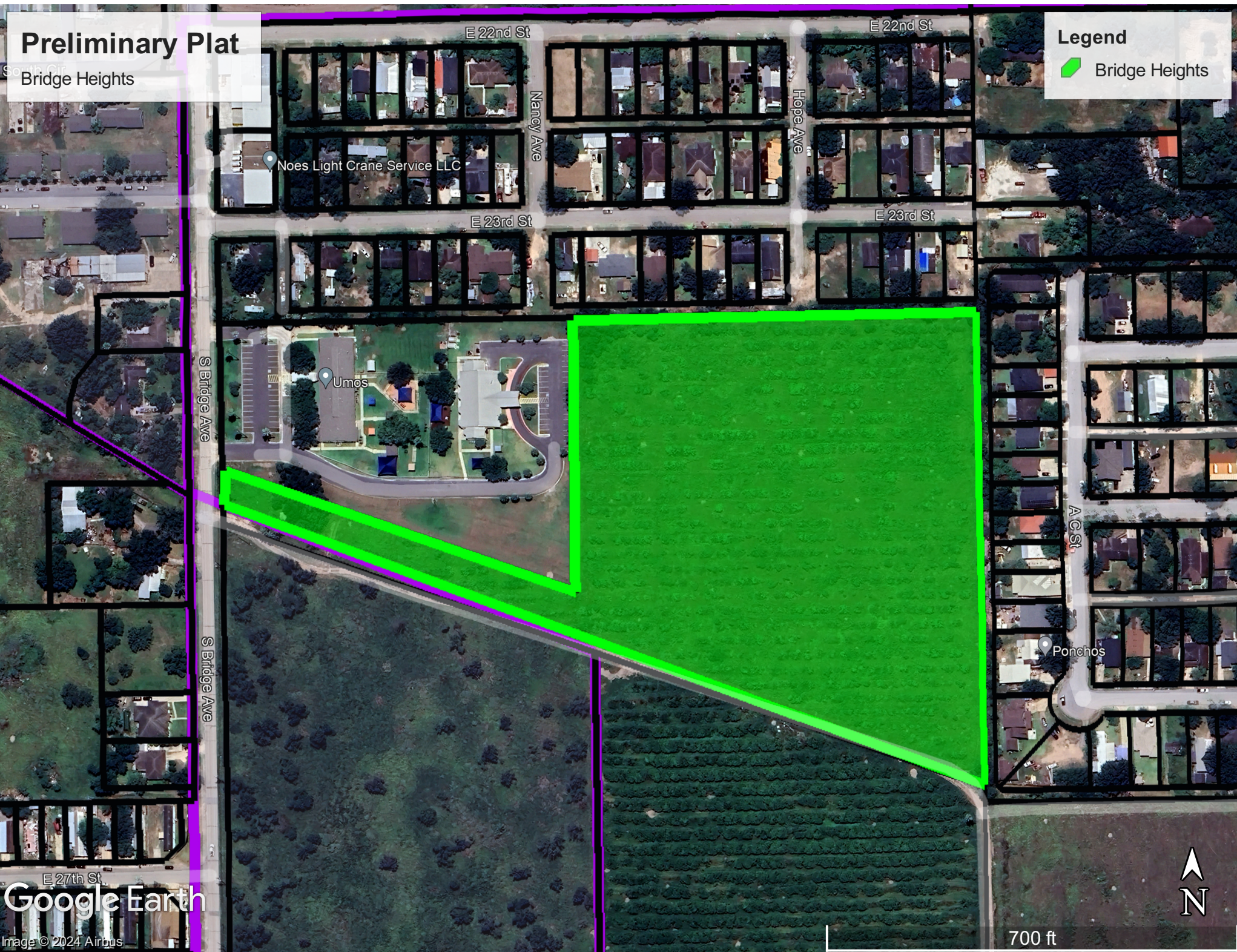
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Preliminary Plat

Bridge Heights

Legend

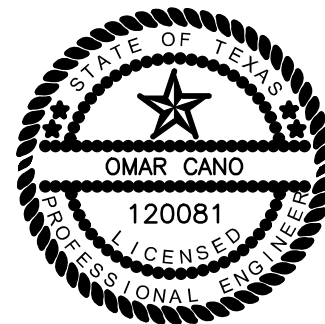
 Bridge Heights



Google Earth

Image © 2024 Airbus

PRINCIPAL CONTACTS				
NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE	
OWNER: SOUTH TEXAS PROVIDENTIAL DEVELOP.	1108 HOUSTON WAY	SAN JUAN, TEXAS 78589	(956)784-8874	
ENGINEER: OMAR CANO, P.E.	135 PASEO DEL PRADO, STE. 7	EDINBURG, TEXAS 78539	(956)272-2246	
SURVEYOR: MANUEL CARRIZALES, R.P.L.S	4807 GONDOLA AVE.	EDINBURG, TEXAS 78542	(512)470-1489	





Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-210	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Final Plat for Rio Stone Subdivision Phase II being 14.19 acres out of Farm Tracts 648 and 649, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 1055 feet south of Mile 6 ½ North along the west side of South Milanos Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed sixty-four (64) lot subdivision is located inside the City of Weslaco. This subdivision is being serviced with water by North Alamo Water Supply through an 8" waterline and sewer by City of Weslaco through an 8" sewer line. The property is within a Flood Zone "B". Applicant is requesting a variance for off-site drainage and has provided the letters of support.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat and the variance request at their regular meeting of March 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved 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: Final Plat-Rio Stone Subdivision Phase II - Memo, Rio stone subd phase II- Application, Drainage Report and Legal Documents, Rio Stone Ph II - Aerial, Rio stone PH II-PLAT			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rio Stone PH II - Final Plat

DATE: March 7, 2024

The proposed use for the 64-lot subdivision is for apartment and duplex type use and is located inside the city limits of Weslaco. The Developer is requesting a variance for off-site drainage and has provided the letters of support. The subdivision will be provided with water by North Alamo Water Supply and sanitary sewer by the City of Weslaco. The developer has complied with all staff comments. The Planning & Zoning Commission recommended approval of the final plat.

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: Rio Stone Subdivision Phase II

Location: 1055 feet south of Mile 6 1/2 North along the west side of S. Milanos Road

Legal Description: 14.19 acres of land out of Farm Tracts 648 and 649, West Tract Subdivision as recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas

Is subdivision inside city limits? ☒ YES ☐ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R-2 Duplexes and Apartments

Existing Land Use: Agriculture Proposed Land Use: Duplexes

Number of Lots Proposed: 64 Gross Acreage: 14.19 acres

Title Report Submitted: ☒ YES ☐ NO

OWNER INFORMATION

Owner's Name: Reyna Family Development, LTD Telephone: (956) 497-3962

Address: 702 W. Expressway 83 Fax: _____

City: Weslaco State: TX Zip: 78596 E-mail: dominicareyna@gmail.com

ENGINEER INFORMATION

Name: Javier Hinojosa Engineering Telephone: (956) 668-1588

Address: 416 E. Dove Avenue Fax: _____

City: McAllen State: TX Zip: 78504 E-mail: javier@javierhinojosaeng.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: North Alamo Water Supply Corp.

☒ YES ☐ NO Wastewater Provision: City of Weslaco

☒ YES ☐ NO Electric Company: Magic Valley Electric Coop

☒ YES ☐ NO Phone Utility <u>AT&T</u>	☐ YES ☒ NO Gas Utility	☒ YES ☐ NO Cable Utility
---	---	---

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>H.C.D.D.#1</u>	☒ YES ☐ NO Irrigation District <u>H.C.C.I.D.#9</u>
---	---

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

\$355.00 Planning Review fee

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

Contours

Flood Zones

Adjoiners

Existing street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

Proof of ownership of the property

If septic tank system required, submit soil evaluation report

Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

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

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

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

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

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

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

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

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Ezequiel Reyna, Jr.

Owner Signature: _____

Date: 1/31/24

_____ is the authorized agent

Authorized Agent Signature: _____

Date: 1/31/24

Authorized Agent Printed Name: Javier Hinojosa

THIS PAGE FOR STAFF USE ONLY

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

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____



APPLICATION FOR SUBDIVISION VARIANCE

VAR-000592-2024

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: Rio Stone Subdivision Ph. II

Location: 1055 feet south of Mile 6 1/2 North along the west side of S. Milanos Road

Legal Description: 14.19 acres of land out of Farm Tracts 648 and 649, West Tract Subdivision as recorded in Volume 2, Pages 34-37, Map Records, 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:

Detention to be placed with a 150' Drainage Ditch R.O.W. dedicated to the City of Weslaco, straddling the lot line of Farm Tracts 648 and 649. Outfall to flow east and south through HCCID#9 existing canal system.

☐ 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: Reyna Family Development, LTD. Telephone: (956) 477-3962

Address: 702 W. Expressway 83 Fax: _____

City: Weslaco State: TX Zip: 78596 E-mail: dominicareyna@gmail.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Ezequiel Reyna, Jr.

Owner Signature: _____ Date: 1/31/24

_____ is the authorized agent

Authorized Agent Signature: _____ Date: 1/31/24

Authorized Agent Printed Name: Javier Hinojosa



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

January 16, 2024

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

RE: Javier Hinojosa Engineering – Rio Stone Subdivision Phase II

This letter is in response to a request from the Engineer of record for Rio Stone Subdivision Phase II, Javier Hinojosa, PE. HCDD1 has received and approved the drainage statement for the above-mentioned development located in the city limits of 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

XC: 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: 01/31/2024

GIL TEEGARDIN
JAVIER HINOJOSA ENGINEERING
416 E DOVE AVE
MCALLEN TX, 78504

RE: **Rio Stone PH 2** Subd. Drainage and Detention (PREVIOUSLY MI LINDA PH 2)

Good Morning Mr. Teegardin:

I have received your revised cross section and calculations dated 12/12/23 for the **Rio Stone PH 2** 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. Ditch section is accepted by CITY, HCDD 1, and HCCID 9.
4. Crossing at Milanos cannot be removed or upsized without approval from CITY, HCDD 1, and HCCID 9.

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. Aldana, P.E., City Engineer with the City of Weslaco.

Randall Winston
General Manager

HCCID #9
Mercedes, Texas
956-565-2411

Drainage Statement
RIO STONE SUBDIVISION PHASE II
Weslaco, Texas

Introduction

Rio Stone Subdivision Phase II is a 14.19-acre tract of land out of Farm Tracts 648 and 649, The West and Adams Tract Subdivision as recorded in Volume 2, Page 34-37, Hidalgo County Map Records. This subdivision is located 1,055 feet south of Mile 6 ½ North along the west side of S. Milano Road (Mile 6 ½ West) and is located within the city limits of Weslaco, Texas.

Flood Plain

The vast majority of the subject tract of land is located within Zone "B" on a Flood Insurance Rate Map, Community Panel No. 480334 0525B, effective date January 2, 1981. Zone "B" is defined as "areas between the limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood (medium shading)". The most northern fringe of the subdivision is located in Zone "X" on a Flood Insurance Rate Map, Community Panel No. 480334 0450C, map revised June 6, 2000. Zone "X" is defined as "areas of 500-year flood; areas of 100-year flood with average depths less than one foot or with drainage areas less than one square mile; and areas protected by levees from the 100-year flood." The minimum finish floor elevation shall be 18" above the top of curb as measured at the center of the lot or elevation 78.0, whichever is higher.

Soil Conditions

According to the soil survey report prepared for Hidalgo County by the USDA Natural Resources Conservation Service; the soils in this subdivision are found to be Hidalgo Fine Sandy Loam (25 and 26), Hidalgo Sandy Clay Loam (28), and Raymondville Clay Loam (52). Soils group 25, 26, and 28 are in hydrologic group "B" and are moderately pervious with a relatively low plasticity index. Soils group 52 is in hydrologic group "D" and is not very pervious with a relatively high plasticity index. Soils group "B" make up 90.7% of this subdivision.

Pre-developed Conditions

The current land use for this property has been used for agricultural purposes and has an existing runoff generally in a northeasterly direction. Based on an existing 10-year storm, a total storm runoff of 6.43 cubic feet per second is being generated by this subdivision.

Proposed Conditions

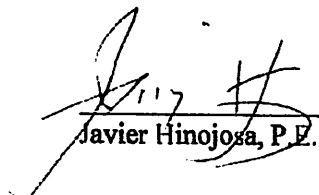
Rio Stone Subdivision Phase II is a proposed multifamily subdivision with 68 multi-family lots (duplexes). Drainage shall be accomplished within this development with the placement of curb inlets to intercept drainage runoff created by this subdivision. Pipe sizes shall range from a 24" to 30" throughout this development and shall discharge into a Hidalgo and Cameron County Irrigation District No. 9 drain ditch (maintained by Hidalgo County Drainage District No. 1) that

was dedicated to the City of Weslaco by Rio Stone Subdivision Phase I. Detention has been accomplished by widening this drainage ditch. An existing 18" pipe crosses the street to a grated inlet between the HCCID No. 9 elevated canal and Mid Point Manor Estates, thence flows south via a 30" pipe into a HCCID No. 9 drainage ditch that flows east adjacent to the south side of Mid Point Manor Estates. The overall discharge continues through HCCID No. 9 drainage ditches to the east and south to the Main Floodway.

Rio Stone Subdivision Phase I was recalculated on its own since Rio Stone Subdivision Phase II is being calculated separately in this report. Rio Stone Phase I pre-developed flow based on the existing 10-year storm is 10.44 cubic feet per second. Rio Stone Phase I increased runoff to a maximum of 94.42 cubic feet per second based on the 50-year storm frequency for an increase Q of 83.98 cubic feet per second. Required detention for Phase II of this development is 184,336 cubic feet (4.232 Ac.Ft.).

Rio Stone Phase II will increase runoff to a maximum of 79.51 cubic feet per second based on the 50-year storm frequency for an increase Q of 73.08 cubic feet per second. Required detention for Phase II of this development is 141,414 cubic feet (3.246 Ac.Ft.).

Adding the detention requirements for Rio Stone Subdivision Phase I and II totals 325,750 cubic (7.478 Ac.Ft.) feet of detention. The existing drain ditch expansion completed with the construction of Rio Stone Phase I increased detention to 507,362 cubic feet (11.647Ac.Ft.) at an average water depth of 6.55 feet.


Javier Hinojosa, P.E.



12/1/23

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☒ CITY FACILITY	
☒ OTHER <u>HCCID #9</u>	
<u>12-2-23</u>	
H.C.D.D. NO. 1	DATE

DRAINAGE ANALYSIS

PROJECT NAME: **Rio Stone Subdivision II**

DATE: **December 1, 2023**

I. Existing Condition-10 year

Ex. Area:	618,150 sf	Int. Coeff. "k	0.213 Table 3-2
	14.191 ac	K _u	3.28
Imp. Area:	- sf	Length	1320
% Imp. :	0.00	Velocity	0.220929 ft/sec
Slope :	0.1 %		
tc :	99.58 min		
Rainfall Intensity (10yr)			2.265 in/hr
c factor			0.200
Q peak existing condition:			6.43 cfs

II. Future Condition-50 year

Future area:	618,150.00 sf		
	14.19 ac		
Estimated Imp. Area:	912,229 sf		
% Imp. :	147.57 %		
Slope :	0.25%		
tc :	13.41 min		
Rainfall Intensity (50yr)			9.578 in/hr
c factor			0.585
Q future cond. = Aci = i *	=	79.51 *	0.59
			8.30160124 i

time min.	time hour	iso in/hr	Q50 in cfs	Vin cf	Q10 out cfs	Vout cf	REQ'D V cf
210	3.50	1.747	14.50	182,759	6.43	43,087	139,672
220	3.67	1.690	14.03	185,170	6.43	45,016	140,154
230	3.83	1.637	13.59	187,493	6.43	46,944	140,548
240	4.00	1.587	13.18	189,734	6.43	48,873	140,861
250	4.17	1.541	12.79	191,900	6.43	50,801	141,099
260	4.33	1.498	12.44	193,997	6.43	52,730	141,267
270	4.50	1.458	12.10	196,030	6.43	54,659	141,371
280	4.67	1.420	11.79	198,002	6.43	56,587	141,414
290	4.83	1.384	11.49	199,918	6.43	58,516	141,402
300	5.00	1.350	11.21	201,781	6.43	60,444	141,337

MAX.

Storage Required: 141,414 cf
 Storage Required: 3.246 Ac.-Ft.
 w/ release rate of: 6.43 cfs

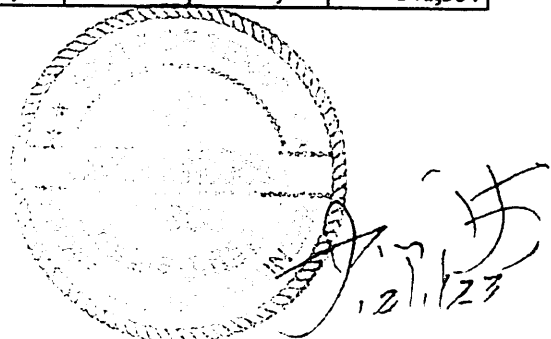


TABLE I

TIME OF CONCENTRATION DETERMINATION
Rio Stone Subdivision II

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
Existing	Overland	0.200	1320		99.58						99.58
D.A. #1	Overland & Gutter										
D.A. #1-D.A.#2	Pipe Flow	0.585	110		4.58			220	1.0	3.67	8.25
		0.585						37	3.0	0.21	8.46
D.A. #2	Overland & Gutter										
D.A.#2-D.A.#4	Pipe Flow	0.585	110		4.58			220	1.0	3.67	8.25
		0.585						390	3.0	2.17	10.62
D.A.#3	Overland & Gutter										
D.A.#3-D.A.#4	Pipe Flow	0.585	117		4.88			325	1.0	5.42	10.29
		0.585						37	3.0	0.21	10.50
D.A.#4	Overland & Gutter										
D.A.#4-D.A.#6	Pipe Flow	0.585	117		4.88			325	1.0	5.42	10.29
		0.585						323	3.0	1.79	12.42
D.A.#5	Overland & Gutter										
D.A.#5-D.A.#6	Pipe Flow	0.585	149		6.21			250	1.0	4.17	10.38
		0.585						37	3.0	0.21	12.62
D.A.#6	Overland & Gutter										
D.A.#6-OUTFALL A	Pipe Flow	0.585	117		4.88			280	1.0	4.33	9.21
		0.585						49	3.0	0.27	12.89
D.A.#7	Overland & Gutter										
D.A.#7-D.A.#8	Pipe Flow	0.585	114		4.75			454	1.0	7.57	12.32
		0.585						38	3.0	0.21	12.53
D.A.#8	Overland & Gutter										
D.A.#8-OUTFALL B	Pipe Flow	0.585	114		4.75			440	1.0	7.33	12.08
		0.585						158	3.0	0.88	13.41
D.A.#9	Overland & Gutter										
D.A.#9-D.A.#10	Pipe Flow	0.585	114		4.75			252	1.0	4.20	8.95
		0.585						37	3.0	0.21	9.16

FORMULA FOR TIME OF CONCENTRATION
 USING THE RATIONAL METHOD, AS PER
 "TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

TABLE IA

**FLOWRATE DETERMINATION
Rio Stone Subdivision II**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE I) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (Inches)	MIN. SLOPE (FT./FT.)
Existing	37.233	0.200	99.58	10	2.265	16.87		
D.A. #1	0.910	0.585	8.25	10	9.406	5.01		
D.A. #1-D.A.#2	0.910	0.585	8.46	10	9.321	4.96	24	0.048%
D.A. #2	0.910	0.585	8.25	10	9.406	5.01		
D.A.#2-D.A.#4	1.820	0.585	10.62	10	8.518	9.07	24	0.161%
D.A.#3	1.199	0.585	10.29	10	8.630	6.05		
D.A.#3-D.A.#4	1.199	0.585	10.50	10	8.560	6.00	24	0.071%
D.A.#4	1.199	0.585	10.29	10	8.630	7.16		
D.A.#4-D.A.#6	4.218	0.585	12.42	10	7.963	19.65	24	0.756%
D.A.#5	1.304	0.585	10.38	10	8.602	7.16		
D.A.#5-D.A.#6	1.304	0.585	12.62	10	7.904	6.03	24	0.071%
D.A.#6	0.817	0.585	9.21	10	9.023	7.16		
D.A.#6-OUTFALL A	6.339	0.585	12.89	10	7.828	29.03	30	0.501%
D.A.#7	2.234	0.585	12.32	10	7.991	7.16		
D.A.#7-D.A.#8	2.234	0.585	12.53	10	7.931	10.36	24	0.210%
D.A.#8	1.903	0.585	12.08	10	8.059	7.16		
D.A.#8-OUTFALL B	4.137	0.585	13.41	10	7.690	18.61	24	0.678%
D.A.#9	1.464	0.585	8.85	10	9.122	7.16		
D.A.#9-D.A.#10	1.454	0.585	9.16	10	9.043	7.69	24	0.116%

FORMULA FOR INTENSITY
 USING THE RATIONAL METHOD, AS PER
 "TXDOT BRIDGE HYDRAULIC MANUAL"

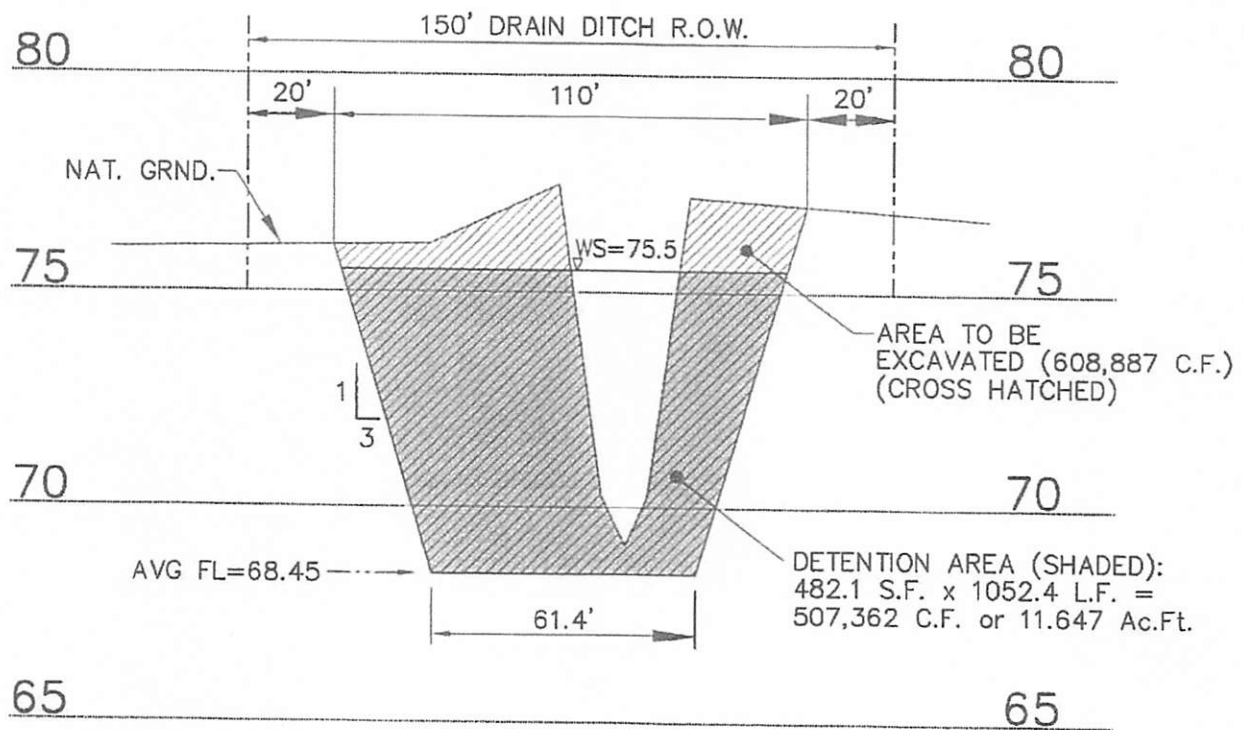
$$I = \frac{b}{(T_c + d)^e}$$

TABLE I A
FLOWRATE DETERMINATION
Rio Stone Subdivision II

[illegible]

FORMULA FOR INTENSITY
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{(Tc + d)^{0.6}}$$



DITCH CROSS SECTION "A"

Proposed
Rio Stone Subdivision Phase II
Weslaco, Texas

DRAINAGE REPORT

Prepared For:

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

Prepared By:

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

TBPELS FIRM NO. F-1295
416 E. Dove Avenue
McAllen, Texas 78504
(956) 668-1588
e-mail: javier@javierhinojosaeng.com

December 1, 2023



J. Hinojosa
12/1/23

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Drainage Statement
RIO STONE SUBDIVISION PHASE II
Weslaco, Texas

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The vast majority of the subject tract of land is located within Zone "B" on a Flood Insurance Rate Map, Community Panel No. 480334 0525B, effective date January 2, 1981. Zone "B" is defined as "areas between the limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood (medium shading)". The most northern fringe of the subdivision is located in Zone "X" on a Flood Insurance Rate Map, Community Panel No. 480334 0450C, map revised June 6, 2000. Zone "X" is defined as "areas of 500-year flood; areas of 100-year flood with average depths less than one foot or with drainage areas less than one square mile; and areas protected by levees from the 100-year flood." The minimum finish floor elevation shall be 18" above the top of curb as measured at the center of the lot or elevation 78.0, whichever is higher.

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According to the soil survey report prepared for Hidalgo County by the USDA Natural Resources Conservation Service; the soils in this subdivision are found to be Hidalgo Fine Sandy Loam (25 and 26), Hidalgo Sandy Clay Loam (28), and Raymondville Clay Loam (52). Soils group 25, 26, and 28 are in hydrologic group "B" and are moderately pervious with a relatively low plasticity index. Soils group 52 is in hydrologic group "D" and is not very pervious with a relatively high plasticity index. Soils group "B" make up 90.7% of this subdivision.

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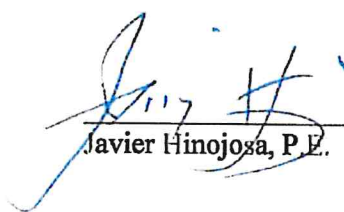
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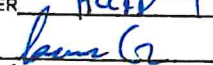
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Javier Hinojosa, P.E.



12/1/23

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☒ CITY FACILITY	
☒ OTHER <u>HCCID #9</u>	
<u></u>	
H.C.D.D. NO. 1	DATE <u>12-1-23</u>

DRAINAGE ANALYSIS

PROJECT NAME: **Rio Stone Subdivision Phase I**

DATE: **December 1, 2023**

I. Existing Condition-10 year

Ex. Area:	1,003,733 sf	Int. Coeff. "k	0.213 Table 3-2
	23.043 ac	K _u	3.28
Imp. Area:	- sf	Length	1320
% Imp. :	0.00	Velocity	0.220929 ft/sec
Slope :	0.1 %		
tc :	99.58 min		
Rainfall Intensity (10yr)			2.265 in/hr
c factor			0.200
Q peak existing condition:			10.44 cfs

II. Future Condition-50 year

Future area: 1,003,733.00 sf
23.04 ac

Estimated Imp. Area: 900,590 sf

% Imp. : 89.72 %

Slope : 0.25%

tc : 18.94 min

Rainfall Intensity (50yr) 8.130 in/hr

c factor 0.504

Q future cond. = Aci = i * = 94.42 * 0.50

11.6134397 i

time min.	time hour	iso in/hr	Q50 in cfs	Vin cf	Q10 out cfs	Vout cf	REQ'D V cf
210	3.50	1.747	20.29	255,668	10.44	71,695	183,973
220	3.67	1.690	19.62	259,041	10.44	74,827	184,215
230	3.83	1.637	19.01	262,291	10.44	77,958	184,332
240	4.00	1.587	18.43	265,426	10.44	81,090	184,336
250	4.17	1.541	17.90	268,457	10.44	84,222	184,235
260	4.33	1.498	17.40	271,390	10.44	87,353	184,037
270	4.50	1.458	16.93	274,233	10.44	90,485	183,749
280	4.67	1.420	16.49	276,992	10.44	93,616	183,376
290	4.83	1.384	16.07	279,673	10.44	96,748	182,925
300	5.00	1.350	15.68	282,279	10.44	99,880	182,400

MAX.

Storage Required: 184,336 cf

Storage Required: 4.232 Ac.-Ft.

w/ release rate of: 10.44 cfs



12/1/23

TABLE I
TIME OF CONCENTRATION DETERMINATION
Rio Stone Subdivision Phase I

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
Existing	Overland	0.200	1320		99.58						99.58
D.A.#11	Overland & Gutter	0.504	198		8.25			225	1.0	3.75	12.00
D.A.#11-D.A.#12	Pipe Flow	0.504						32	3.0	0.18	12.18
D.A.#12	Overland & Gutter	0.504	150		6.25			80	1.0	1.33	7.58
D.A.#12-D.A.#14	Pipe Flow	0.504						300	3.0	1.67	9.25
D.A.#13	Overland & Gutter	0.504	150		6.25			240	1.0	4.00	10.25
D.A.#13-D.A.#14	Pipe Flow	0.504						50	3.0	0.28	12.46
D.A.#14	Overland & Gutter	0.504	150		6.25			240	1.0	4.00	10.25
D.A.#14-D.A.#15	Pipe Flow	0.504						80	3.0	0.44	12.90
D.A.#15	Overland & Gutter	0.504	200		8.33			40	1.0	0.67	9.00
D.A.#15-OUTFALL D	Pipe Flow	0.504						175	3.0	0.97	13.87
D.A.#16	Overland & Gutter	0.504	175		7.29			155	1.0	2.58	9.88
D.A.#16-M.H.#17	Pipe Flow	0.504						37	3.0	0.21	10.08
D.A.#17	Overland & Gutter	0.504	200		8.33			375	1.0	6.25	14.58
D.A.#17-M.H.#17	Pipe Flow	0.504						30	3.0	0.17	14.75
M.H.#17-D.A.#18	Pipe Flow	0.504						45	3.0	0.25	15.00
D.A.#18	Overland & Gutter	0.504	90		3.75			155	1.0	2.58	6.33
D.A.#18-D.A.#20	Pipe Flow	0.504						450	3.0	2.50	17.50

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

TABLE IA
FLOWRATE DETERMINATION
Rio Stone Subdivision Phase I

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
Existing	37.233	0.200	99.58	10	2.265	16.87		
D.A.#11	1.292	0.504	12.00	10	8.084	5.26		
D.A.#11-D.A.#12	1.292	0.504	12.18	10	8.032	5.23	24	0.054%
D.A.#12	0.698	0.504	7.58	10	9.695	3.41		
D.A.#12-D.A.#14	1.990	0.504	9.25	10	9.007	9.03	24	0.160%
D.A.#13	0.944	0.504	10.25	10	8.644	7.16		
D.A.#13-D.A.#14	0.944	0.504	12.46	10	7.951	3.78	24	0.028%
D.A.#14	1.099	0.504	10.25	10	8.644	7.16		
D.A.#14-D.A.#15	4.033	0.504	12.90	10	7.827	15.91	30	0.151%
D.A.#15	1.465	0.504	9.00	10	9.103	7.16		
D.A.#15-OUTFALL D	5.498	0.504	13.87	10	7.569	20.97	30	0.262%
D.A.#16	1.218	0.504	9.88	10	8.776	5.39		
D.A.#16-M.H.#17	1.218	0.504	10.08	10	8.704	5.34	24	0.056%
D.A.#17	1.639	0.504	14.58	10	7.392	6.11		
D.A.#17-M.H.#17	1.639	0.504	14.75	10	7.352	6.07	24	0.072%
M.H.#17-D.A.#18	2.857	0.504	15.00	10	7.293	10.50	24	0.216%
D.A.#18	0.683	0.504	6.33	10	10.297	3.54		
D.A.#18-D.A.#20	3.540	0.504	17.50	10	6.756	12.05	30	0.086%

FORMULA FOR INTENSITY
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{(Tc + d)^{0.5}}$$

TABLE I
TIME OF CONCENTRATION DETERMINATION
Rio Stone Subdivision Phase I

[illegible]

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

TABLE IA
FLOWRATE DETERMINATION
Rio Stone Subdivision Phase I

[illegible]

FORMULA FOR INTENSITY
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{(\tau c + d)^a} e$$

Weighted "c" value (POST DEVELOPMENT CONDITIONS)				
Type of Drainage Area	"c" value:	Square Footage	Acreage	partial "c"
Residential				
Single Family (Lots less than 1/4 acre)	0.35	0	0.000	0.000
Single Family (Lots 1/4 to 1/2 acre)	0.3	0	0.000	0.000
Single Family (Lots greater than 1/2 acre)	0.25	0	0.000	0.000
Multi-Family (Less than 20 DU / AC)	0.45	0	0.000	0.000
Multi-Family (Greater than 20 DU / AC)	0.55	0	0.000	0.000
Business Districts:	0.7	0	0.000	0.000
Industrial				
Light areas	0.5	0	0.000	0.000
Heavy areas	0.6	0	0.000	0.000
Railroad yard areas	0.2	0	0.000	0.000
Parks, cemeteries	0.1	0	0.000	0.000
Unimproved Areas				
Bare Surface	0.3	0	0.000	0.000
Grassland	0.25	297072	6.820	1.705
Cultivated	0.2	0	0.000	0.000
Woodlands	0.15	0	0.000	0.000
Detention/Ditch	0.25	184500	4.236	1.059
Streets				
Asphalt	0.7	124920	2.868	2.007
Concrete	0.75	0	0.000	0.000
Driveways	0.75	32000	0.735	0.551
Parking	0.75	115200	2.645	1.983
Sidewalks	0.75	34041	0.781	0.586
Buildings	0.75	216000	4.959	3.719
Total:		1,003,733	23.043	11.611
Weighted "c":			0.504	

$$C_w = (C_1 A_1 + C_2 A_2 + C_3 A_3 + \dots + C_n A_n) / A_{\text{total}}$$

C_w = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

A_n = Area of n-th term

A_{total} = Total Area (acres)

A_{total} = Total Area (acres)

TABLE 3-2: Intercept Coefficients	
Land Cover/ Flow Regime	"k"
Forest with heavy ground litter; hay meadow (overland flow)	0.076
Trash fallow or minimum tillage cultivation; contour or strip cropped; woodland (overland flow)	0.152
Short grass pasture (overland flow)	0.213
Cultivated straight row (overland flow)	0.274
Nearly bare and untilled (overland flow); alluvial fans in western mountain regions	0.305
Grassed waterway (shallow concentrated flow)	0.457
Unpaved (shallow concentrated flow)	0.491
Paved area (shallow concentrated flow); small upland gullies	0.619

DRAINAGE ANALYSIS

PROJECT NAME: **Rio Stone Subdivision II**

DATE: December 1, 2023

I. Existing Condition-10 year

Ex. Area:	618,150 sf	Int. Coeff. "k	0.213 Table 3-2
	14.191 ac	K μ	3.28
Imp. Area:	- sf	Length	1320
% Imp. :	0.00	Velocity	0.220929 ft/sec
Slope :	0.1 %		
tc :	99.58 min		
Rainfall Intensity (10yr)			2.265 in/hr
c factor			0.200
Q peak existing condition:			6.43 cfs

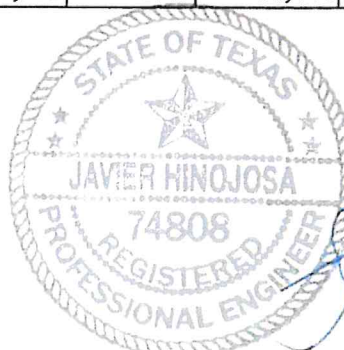
II. Future Condition-50 year

Future area:	618,150.00 sf		
	14.19 ac		
Estimated Imp. Area:	912,229 sf		
% Imp. :	147.57 %		
Slope :	0.25%		
tc :	13.41 min		
Rainfall Intensity (50yr)			9.578 in/hr
c factor			0.585
Q future cond. = Aci = i *	=	79.51 *	0.59
			8.30160124 i

time min.	time hour	iso in/hr	Q50 in cfs	Vin cf	Q10 out cfs	Vout cf	REQ'D V cf
210	3.50	1.747	14.50	182,759	6.43	43,087	139,672
220	3.67	1.690	14.03	185,170	6.43	45,016	140,154
230	3.83	1.637	13.59	187,493	6.43	46,944	140,548
240	4.00	1.587	13.18	189,734	6.43	48,873	140,861
250	4.17	1.541	12.79	191,900	6.43	50,801	141,099
260	4.33	1.498	12.44	193,997	6.43	52,730	141,267
270	4.50	1.458	12.10	196,030	6.43	54,659	141,371
280	4.67	1.420	11.79	198,002	6.43	56,587	141,414
290	4.83	1.384	11.49	199,918	6.43	58,516	141,402
300	5.00	1.350	11.21	201,781	6.43	60,444	141,337

MAX.

Storage Required: 141,414 cf
 Storage Required: 3.246 Ac.-Ft.
 w/ release rate of: 6.43 cfs



[Handwritten signature]
 12/1/23

TABLE I

TIME OF CONCENTRATION DETERMINATION
Rio Stone Subdivision II

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW			CHANNEL, PIPE, STREET, ETC. FLOW						
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
Existing	Overland	0.200	1320		99.58						99.58
D.A. #1	Overland & Gutter	0.585	110		4.58			220	1.0	3.67	8.25
D.A. #1-D.A.#2	Pipe Flow	0.585						37	3.0	0.21	8.46
D.A. #2	Overland & Gutter	0.585	110		4.58			220	1.0	3.67	8.25
D.A.#2-D.A.#4	Pipe Flow	0.585						390	3.0	2.17	10.62
D.A.#3	Overland & Gutter	0.585	117		4.88			325	1.0	5.42	10.29
D.A.#3-D.A.#4	Pipe Flow	0.585						37	3.0	0.21	10.50
D.A.#4	Overland & Gutter	0.585	117		4.88			325	1.0	5.42	10.29
D.A.#4-D.A.#6	Pipe Flow	0.585						323	3.0	1.79	12.42
D.A.#5	Overland & Gutter	0.585	149		6.21			250	1.0	4.17	10.38
D.A.#5-D.A.#6	Pipe Flow	0.585						37	3.0	0.21	12.62
D.A.#6	Overland & Gutter	0.585	117		4.88			260	1.0	4.33	9.21
D.A.#6-OUTFALL A	Pipe Flow	0.585						49	3.0	0.27	12.89
D.A.#7	Overland & Gutter	0.585	114		4.75			454	1.0	7.57	12.32
D.A.#7-D.A.#8	Pipe Flow	0.585						38	3.0	0.21	12.53
D.A.#8	Overland & Gutter	0.585	114		4.75			440	1.0	7.33	12.08
D.A.#8-OUTFALL B	Pipe Flow	0.585						158	3.0	0.88	13.41
D.A.#9	Overland & Gutter	0.585	114		4.75			252	1.0	4.20	8.95
D.A.#9-D.A.#10	Pipe Flow	0.585						37	3.0	0.21	9.16

FORMULA FOR TIME OF CONCENTRATION
 USING THE RATIONAL METHOD, AS PER
 "TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

TABLE 1A

**FLOWRATE DETERMINATION
Rio Stone Subdivision II**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
Existing	37.233	0.200	99.58	10	2.265	16.87		
D.A. #1								
D.A. #1-D.A.#2	0.910	0.585	8.25	10	9.406	5.01		
	0.910	0.585	8.46	10	9.321	4.96	24	0.048%
D.A. #2								
D.A. #2-D.A.#4	0.910	0.585	8.25	10	9.406	5.01		
	1.820	0.585	10.62	10	8.518	9.07	24	0.161%
D.A.#3								
D.A.#3-D.A.#4	1.199	0.585	10.29	10	8.630	6.05		
	1.199	0.585	10.50	10	8.560	6.00	24	0.071%
D.A.#4								
D.A.#4-D.A.#6	1.199	0.585	10.29	10	8.630	7.16		
	4.218	0.585	12.42	10	7.963	19.65	24	0.756%
D.A.#5								
D.A.#5-D.A.#6	1.304	0.585	10.38	10	8.602	7.16		
	1.304	0.585	12.62	10	7.904	6.03	24	0.071%
D.A.#6								
D.A.#6-OUTFALL A	0.817	0.585	9.21	10	9.023	7.16		
	6.339	0.585	12.89	10	7.828	29.03	30	0.501%
D.A.#7								
D.A.#7-D.A.#8	2.234	0.585	12.32	10	7.991	7.16		
	2.234	0.585	12.53	10	7.931	10.36	24	0.210%
D.A.#8								
D.A.#8-OUTFALL B	1.903	0.585	12.08	10	8.059	7.16		
	4.137	0.585	13.41	10	7.690	18.61	24	0.678%
D.A.#9								
D.A.#9-D.A.#10	1.454	0.585	8.95	10	9.122	7.16		
	1.454	0.585	9.16	10	9.043	7.69	24	0.116%

FORMULA FOR INTENSITY

USING THE RATIONAL METHOD, AS PER

"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{(T_c + d)^e}$$

TABLE I
TIME OF CONCENTRATION DETERMINATION
Rio Stone Subdivision II

[illegible]

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(\sqrt{x60})}$$

TABLE IA
FLOWRATE DETERMINATION
Rio Stone Subdivision II

[illegible]

FORMULA FOR INTENSITY
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{(Tc + d)^e}$$

Weighted "c" value (POST DEVELOPMENT CONDITIONS)				
Type of Drainage Area	"c" value:	Square Footage	Acreage	partial "c"
Residential				
Single Family (Lots less than 1/4 acre)	0.35	0	0.000	0.000
Single Family (Lots 1/4 to 1/2 acre)	0.3	0	0.000	0.000
Single Family (Lots greater than 1/2 acre)	0.25	0	0.000	0.000
Multi-Family (Less than 20 DU / AC)	0.45	0	0.000	0.000
Multi-Family (Greater than 20 DU / AC)	0.55	0	0.000	0.000
Business Districts:	0.7	0	0.000	0.000
Industrial				
Light areas	0.5	0	0.000	0.000
Heavy areas	0.6	0	0.000	0.000
Railroad yard areas	0.2	0	0.000	0.000
Parks, cemeteries	0.1	0	0.000	0.000
Unimproved Areas				
Bare Surface	0.3	0	0.000	0.000
Grassland	0.25	194452	4.464	1.116
Cultivated	0.2	0	0.000	0.000
Woodlands	0.15	0	0.000	0.000
Detention/Ditch	0.25	0	0.000	0.000
Streets				
Asphalt	0.7	97124	2.230	1.561
Concrete	0.75	0	0.000	0.000
Driveways	0.75	27000	0.620	0.465
Parking	0.75	145800	3.347	2.510
Sidewalks	0.75	25774	0.592	0.444
Buildings	0.75	128000	2.938	2.204
Total:		618,150	14.191	8.300
Weighted "c":			0.585	

$$C_w = (C_1 A_1 + C_2 A_2 + C_3 A_3 + \dots + C_n A_n) / A_{\text{total}}$$

C_w = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

A_n = Area of n-th term

A_{total} = Total Area (acres)

A_{total} = Total Area (acres)

HIDALGO COUNTY RAINFALL INTENSITY TABLES

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

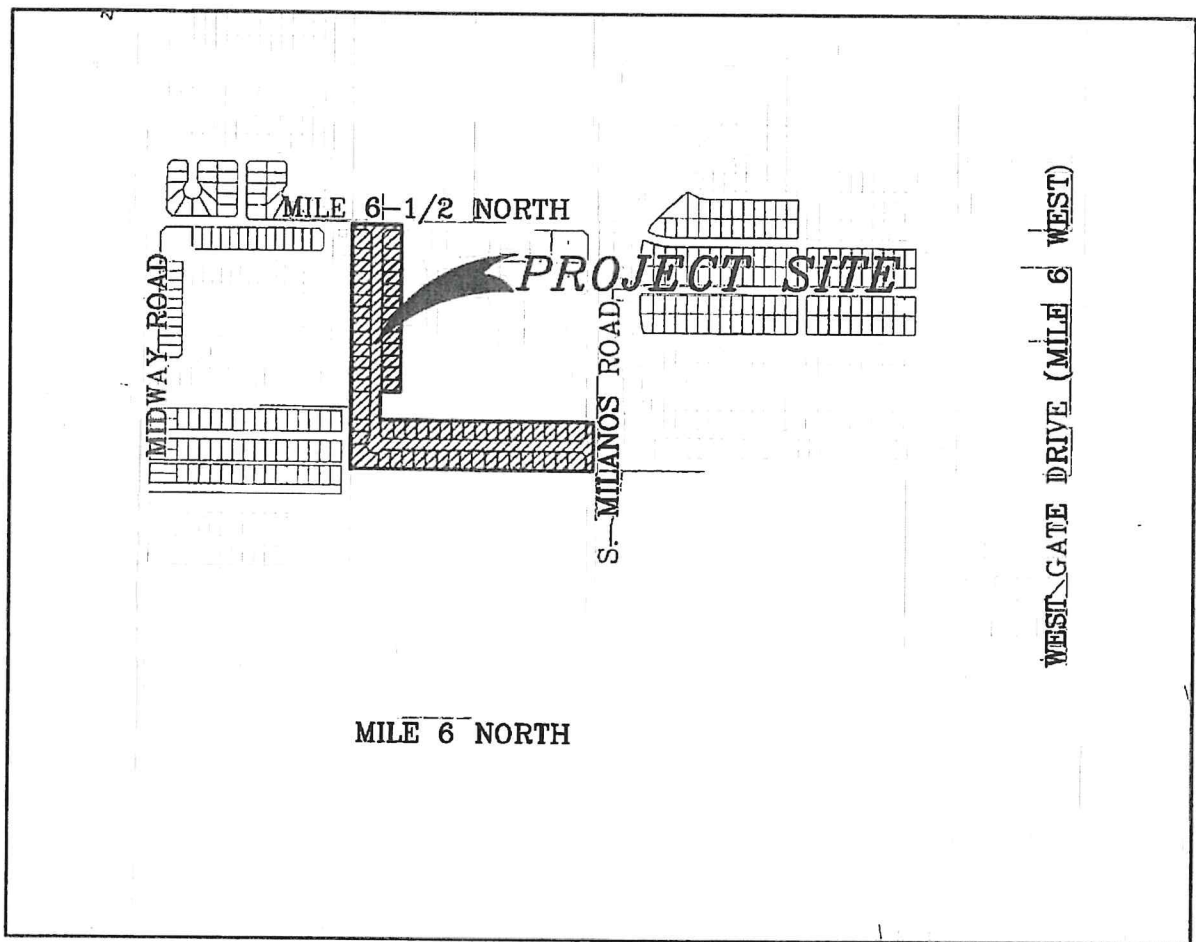
$$\text{formula } I = b/(t_e + d)^c$$

TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
1	10.404	12.626	14.283	16.353	17.386	17.952
2	9.653	11.721	13.281	15.215	16.210	16.793
3	9.012	10.950	12.426	14.244	15.204	15.797
4	8.458	10.286	11.687	13.405	14.333	14.929
5	7.974	9.706	11.042	12.671	13.570	14.165
6	7.546	9.194	10.472	12.023	12.895	13.487
7	7.167	8.740	9.966	11.447	12.294	12.881
8	6.827	8.334	9.512	10.930	11.755	12.336
9	6.520	7.968	9.103	10.464	11.268	11.841
10	6.243	7.636	8.732	10.042	10.825	11.391
11	5.990	7.334	8.394	9.656	10.421	10.979
12	5.758	7.058	8.084	9.303	10.051	10.601
13	5.546	6.804	7.799	8.978	9.710	10.252
14	5.350	6.569	7.536	8.678	9.395	9.928
15	5.169	6.353	7.293	8.400	9.102	9.628
16	5.000	6.151	7.067	8.142	8.831	9.348
17	4.843	5.964	6.856	7.902	8.577	9.087
18	4.697	5.789	6.659	7.677	8.340	8.842
19	4.560	5.625	6.475	7.466	8.117	8.612
20	4.432	5.472	6.302	7.268	7.908	8.396
21	4.311	5.327	6.139	7.082	7.711	8.192
22	4.198	5.191	5.985	6.906	7.525	8.000
23	4.090	5.062	5.840	6.740	7.349	7.817
24	3.989	4.941	5.703	6.583	7.183	7.644
25	3.893	4.825	5.572	6.434	7.025	7.480
26	3.802	4.716	5.449	6.293	6.875	7.324
27	3.715	4.612	5.331	6.158	6.732	7.176
28	3.633	4.513	5.220	6.030	6.596	7.034
29	3.554	4.419	5.113	5.908	6.467	6.899
30	3.480	4.329	5.011	5.792	6.343	6.769
31	3.408	4.244	4.914	5.680	6.224	6.646
32	3.340	4.161	4.821	5.574	6.111	6.527
33	3.275	4.083	4.732	5.472	6.002	6.413
34	3.212	4.008	4.646	5.374	5.897	6.304
35	3.152	3.935	4.564	5.280	5.797	6.199

TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
36	3.095	3.866	4.486	5.189	5.701	6.098
37	3.040	3.799	4.410	5.103	5.608	6.001
38	2.986	3.735	4.337	5.019	5.519	5.908
39	2.935	3.673	4.267	4.939	5.433	5.817
40	2.886	3.614	4.199	4.861	5.350	5.730
41	2.838	3.557	4.134	4.786	5.270	5.646
42	2.793	3.501	4.071	4.714	5.193	5.565
43	2.748	3.448	4.010	4.644	5.118	5.487
44	2.706	3.396	3.951	4.577	5.046	5.411
45	2.665	3.346	3.895	4.511	4.976	5.337
46	2.625	3.298	3.840	4.448	4.908	5.266
47	2.586	3.251	3.786	4.387	4.843	5.197
48	2.549	3.206	3.735	4.328	4.779	5.130
49	2.513	3.162	3.685	4.270	4.717	5.065
50	2.477	3.120	3.636	4.215	4.658	5.002
51	2.443	3.078	3.589	4.161	4.600	4.941
52	2.410	3.038	3.543	4.108	4.543	4.881
53	2.378	2.999	3.499	4.057	4.488	4.824
54	2.347	2.962	3.456	4.007	4.435	4.767
55	2.317	2.925	3.414	3.959	4.383	4.713
56	2.288	2.889	3.373	3.912	4.333	4.659
57	2.259	2.854	3.333	3.867	4.284	4.608
58	2.231	2.821	3.295	3.822	4.236	4.557
59	2.204	2.788	3.257	3.779	4.189	4.508
60	2.178	2.756	3.220	3.737	4.144	4.460
65	2.056	2.607	3.050	3.541	3.933	4.237
70	1.948	2.475	2.899	3.368	3.745	4.038
75	1.852	2.358	2.765	3.212	3.577	3.860
80	1.765	2.252	2.643	3.073	3.426	3.699
85	1.688	2.156	2.533	2.946	3.289	3.554
90	1.617	2.069	2.434	2.831	3.164	3.421
95	1.552	1.990	2.342	2.726	3.050	3.299
100	1.493	1.917	2.258	2.629	2.944	3.187
105	1.439	1.850	2.181	2.540	2.847	3.083
110	1.389	1.788	2.109	2.457	2.757	2.988

where:	2yr	5yr	10yr
e=	0.831	0.795	0.778
b=	74	80	87
d=	9.6	9.2	9.2

25yr	50yr	100yr
0.771	0.749	0.740
98	99	103
9.2	9.2	9.6



LOCATION MAP

SCALE: 1" = 1,000'

(APPROVED AS MI LINDA SUBDIVISION PHASE I)

23.05 ACRES OF LAND MORE OR LESS OUT OF FARM TRACTS 648 AND 649, WEST TRACT SUBDIVISION, AS RECORDED IN VOLUME 2 PAGES 34-37 MAP RECORDS OF HIDALGO COUNTY, TEXAS.

1. THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS RIO STONE SUBDIVISION PHASE 1, DO HEREBY GRANT AN EASEMENT TO THE CITY OF MESQUITE AND THOSE WHO MAY NOW OR HEREINAFTER HOLD FRANCHISE UNDER SAID CITY, THE USE OF THE STREETS, ALLEYS, AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF MESQUITE, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF MESQUITE, RESIDENTS OF THE SUBDIVISION, AND THEIR GUESTS.

NAME CECELIA J. WILKINS JR DATE 04-23

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATED PERSONALLY APPEARED EZEQUEL PERNA, JR. KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

Douglas Jones
NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON 11/10/2027

STATE OF TEXAS
COUNTY OF HEDALGO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.0115(D)

11/21/23
ALL
WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RED STONE SUBDIVISION PHASE I WAS REVIEWED AND
APPROVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE.

NAME OF THE CITY OF MESQUITE: Norma G. Cantu DATE: 11/21/23
SECRETARY OF THE CITY OF MESQUITE, NORMA A. CANTU

THIS PLAN OF RIO STONE SUBDIVISION PHASE I HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MESQUITE, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATE: 07-21-23
DAY: 07-21-23
MONTH: 07-21-23

JAVIER HINOJOSA, P.E., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT MY/OUR ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAN.

10/4/28
JAMES H. HUNTER, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 74809

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

JESUS A. LAFIA, JR., C.S.
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4739

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

DALLAS COUNTY DRAINAGE DISTRICT NO. 1

James D. [Signature]

JUL E SEEN, P.E., CFM

DATE 11-21-28

PRINCIPAL CONTACTS			
NAME	ADDRESS	CITY & ZIP	PHONE
* KAPPA CO-OP UNIT LLC	702 W. EXPRESSWAY 65	WESLACO, TX 75780	(959) 477-7862
WANDA HUNTER	418 E. DOWE AVENUE	MCALLEN, TX 78504	(959) 668-1568
EMILY A. GARZA ASSOC. LLC	3319 N. WADE ROAD STE. "A"	MCALLEN, TX 78501	(959) 467-4987

Z:\2022\WesacoSubdivisions\RIO STONE SUBD- formerly Mt Linda\AS-BUILT\220401 RIO STONE Subd PH 1.dwg, 10/3/2023 2:18:10 PM, P09995

[illegible][illegible]

WAS EXECUTED THIS EIGHTEENTH DAY OF October, 2023.

OFFER

REBUL IN AND FOR SAK COUNTY AND STATE. ON THIS DAY APPEARED EUGENE RETNA, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE NAMED CERTIFICATE, AND HE PROMISED THE SAME FOR THE PURPOSES AND FOR THE BENEFIT OF THE SAME.

IT IS THE DAY OF Monday, 2023

 SONIA FLORES
Notary ID #124110236

My Commission Expires
June 27, 2027

1. The first step in the process of identifying a problem is to recognize that a problem exists. This involves gathering information about the situation and identifying the specific issue that needs to be addressed.

[illegible]

RIO STONE SUBDIVISION PHASE I (FUTURE)

CURVE DATA

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CH. BEARING	CORD
"1"	57°40'00"	50.00'	27.58'	50.00'	S64°55'41"W	43.87'
"2"	57°40'00"	50.00'	27.58'	50.00'	S55°35'35"W	42.85'
"3"	57°40'00"	50.00'	27.58'	50.00'	S18°52'47"E	65.17'
"4"	57°40'00"	50.00'	27.58'	50.00'	S03°59'42"W	42.96'
"5"	57°40'00"	50.00'	27.58'	50.00'	S70°35'36"E	47.95'
"6"	57°40'00"	50.00'	27.58'	50.00'	S38°34'41"E	38.33'
"7"	57°40'00"	50.00'	27.58'	50.00'	N25°43'18"E	43.33'
"8"	57°40'00"	50.00'	27.58'	50.00'	N10°09'26"W	48.83'
"9"	57°40'00"	50.00'	27.58'	50.00'	N65°29'03"W	53.85'
"10"	57°40'00"	50.00'	27.58'	50.00'	S55°35'35"W	42.85'
"11"	57°40'00"	50.00'	27.58'	50.00'	S03°59'42"W	42.96'
"12"	57°40'00"	50.00'	27.58'	50.00'	S18°52'47"E	65.17'

GENERAL LOT LINE DATA TABLE

LOT	LINE	BEARING	LENGTH	AREA
1	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
2	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
3	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
4	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
5	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
6	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
7	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
8	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
9	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
10	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
11	N 88°48'04" E	330.00'	73.00'	73.00'
	S 01°11'56" W	73.00'	73.00'	73.00'
	N 88°48'04" E	330.00'		

LOCATION MAP

SCALE: 1" = 1,000'

NORTH

GENERAL MANAGER
HIDALGO & CAJON COUNTY IRRIGATION DISTRICT No. 9

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GILABERTO, JR.

DATE OF PREPARATION: JULY 2023

DRAWN BY: G. TEEGARDIN

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY CLERK

— 77 —

JAVIER HINOJOSA ENGINEERING

ON: 11-21-2023 AT 1:01 AM (PM)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF TEXAS, AND ADOLESCENT

CONSULTING ENGINEERS
416 E. DOVE AVENUE WESLACO, TEXAS 78094
INSTRUMENT NUMBER 3501510
GIVEN UNDER MY HAND AND SEAL OF OFFICE

7

PHONE (956) 668-1500

OF THE MAP RECORDS OF TIDALCO COUNTY, TEXAS

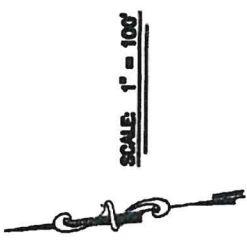
Diana J. Long
NOTARY PUBLIC STATE OF TEXAS

BY: J. J. J. J. DEPUTY
TEPELS FIRM No. F-1295
MY COMMISSION EXPIRES

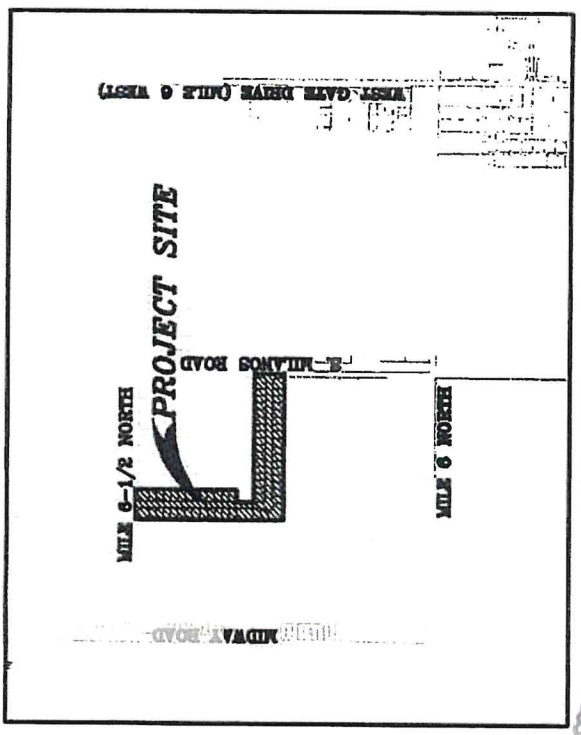
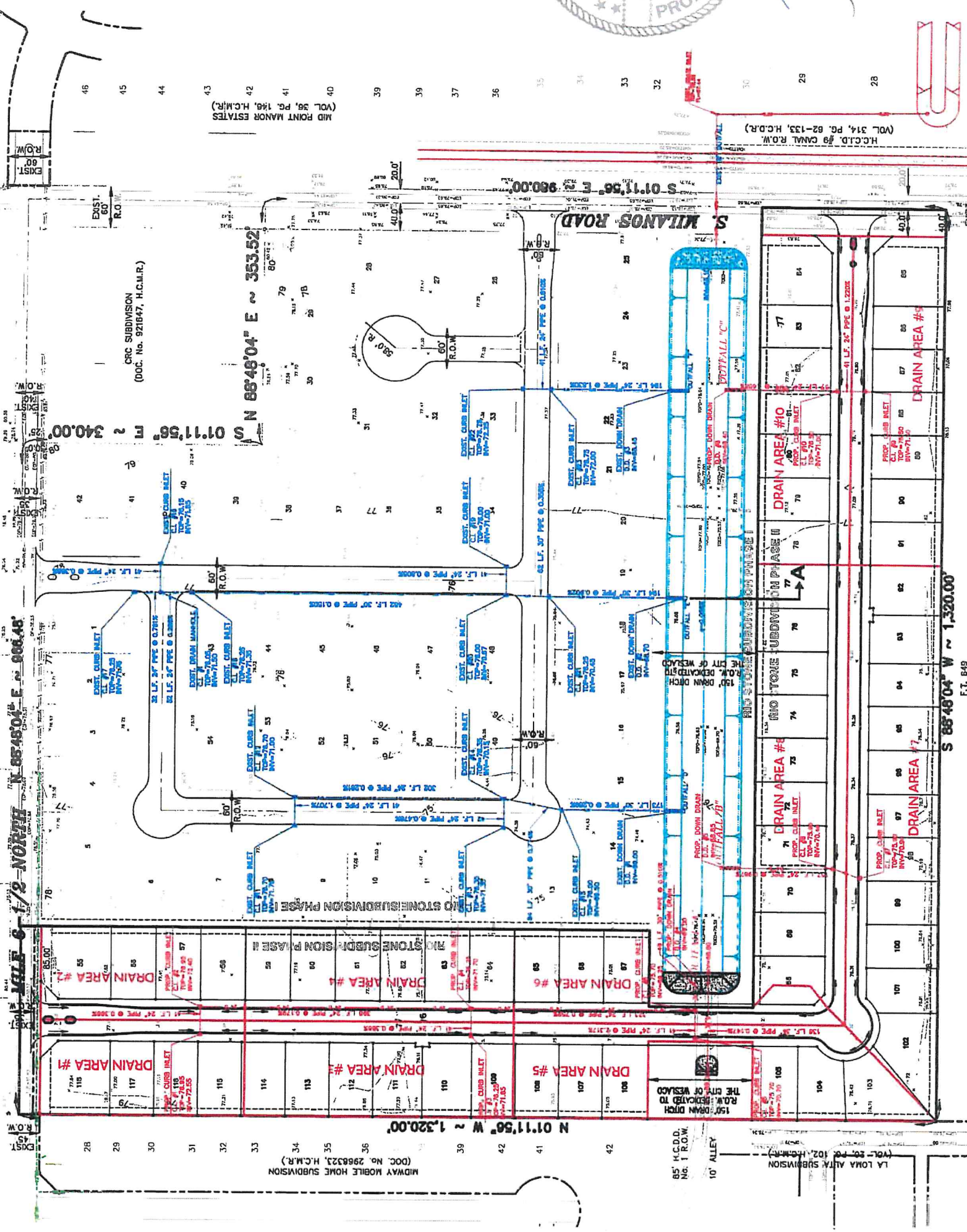
[illegible]

JacoSubdivisions\RIO STONE SUBD- formerly Mi Linda\AS-BUILT\220401 RIO STONE Subd PH 1.dwg 10/3/2023 2:10:20 PM, R01995

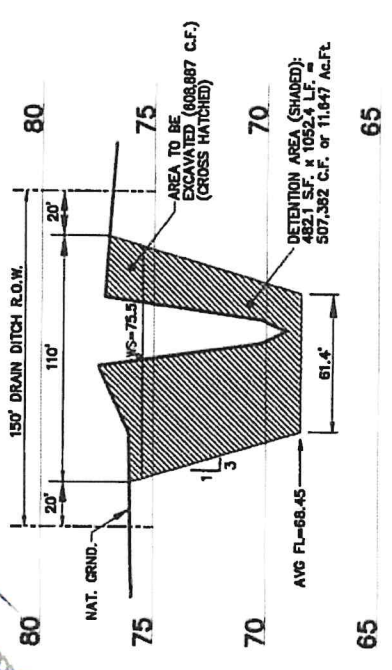
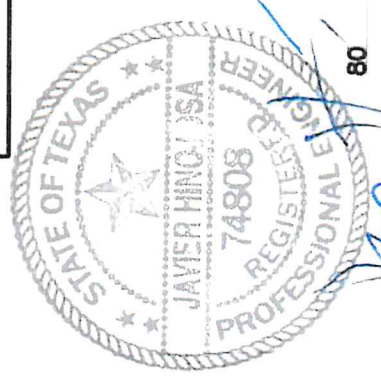
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SCALE: 1" = 100'



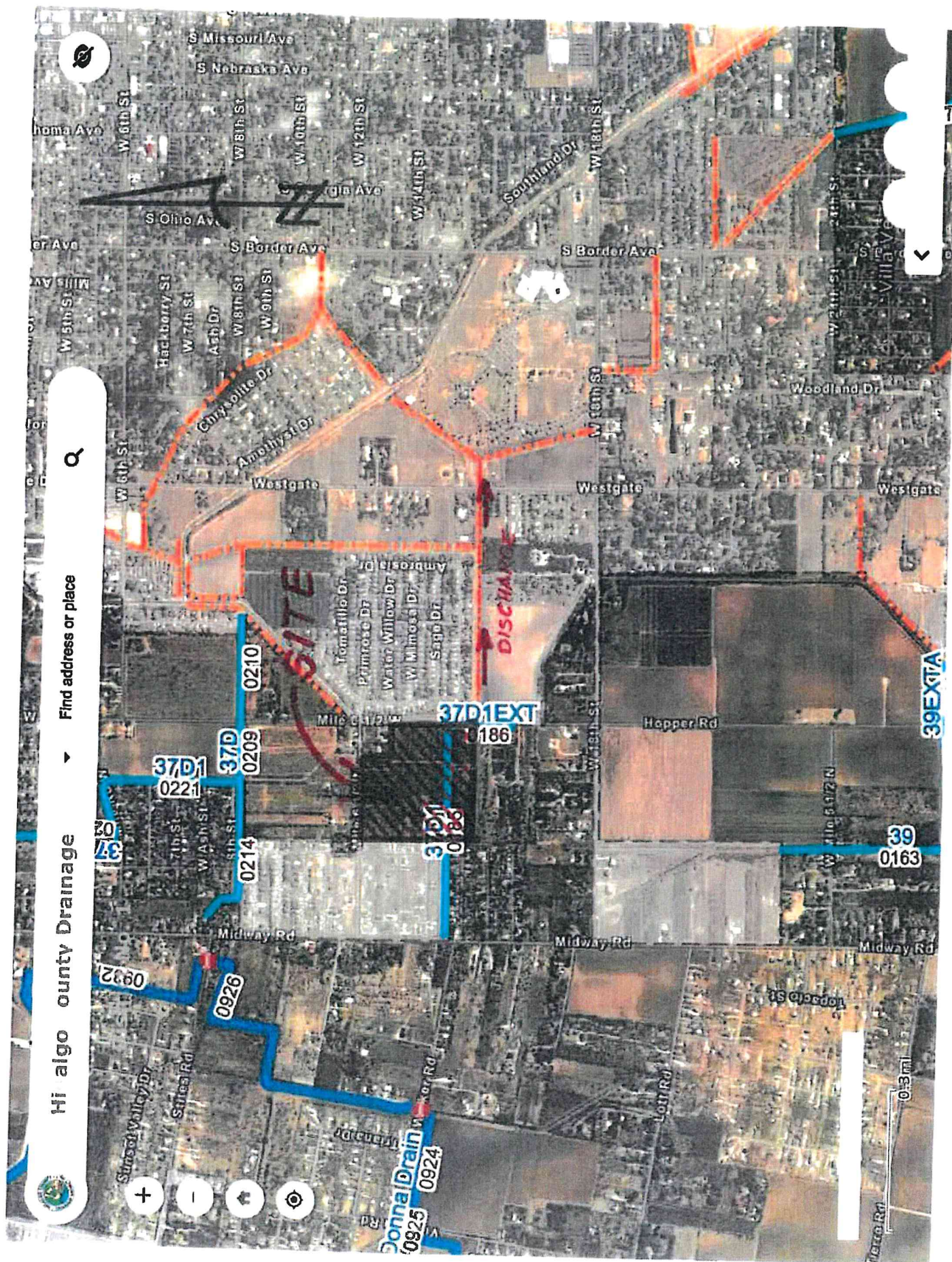
LOCATION MAP
SCALE: 1" = 1,000'



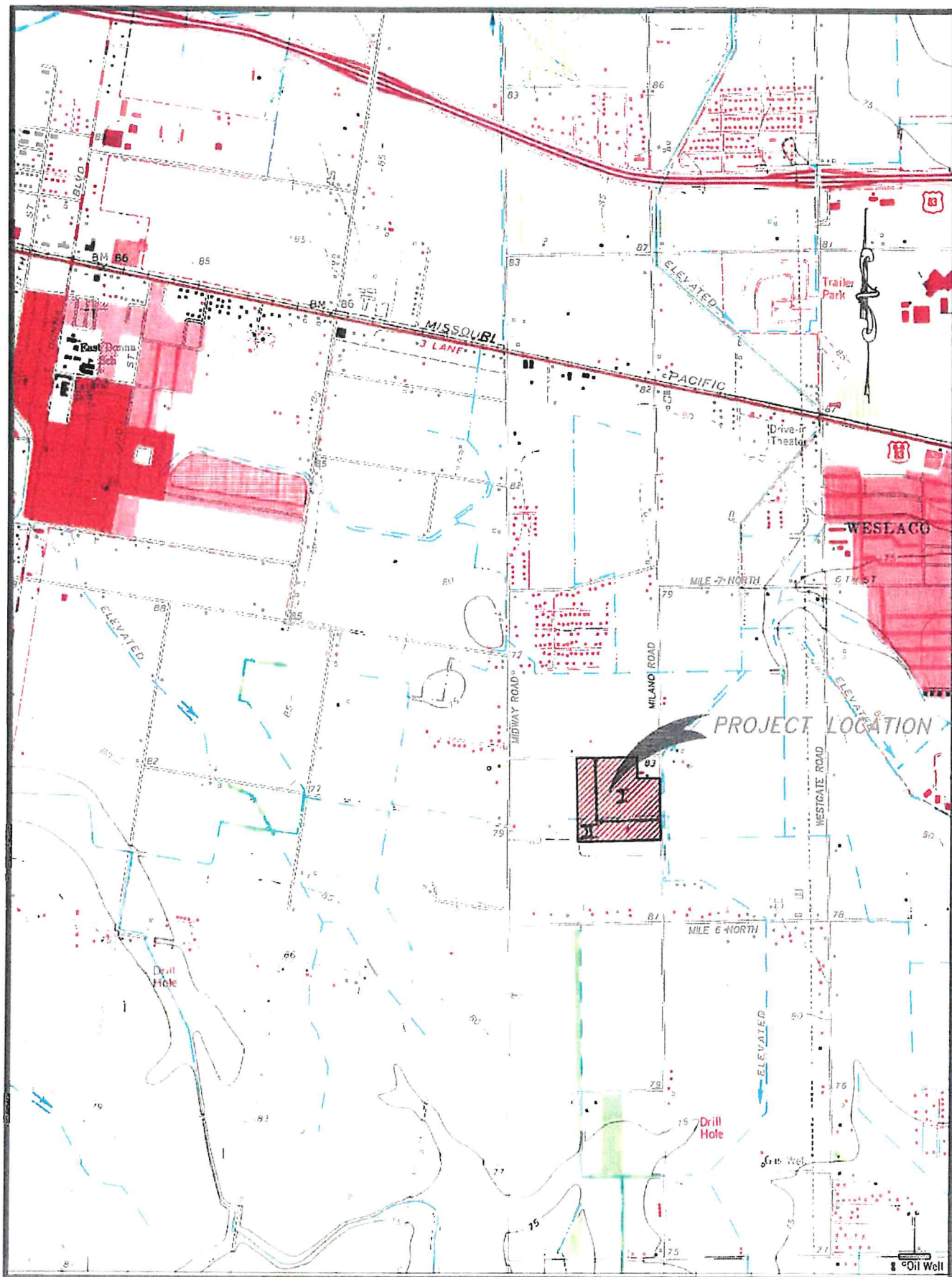
DITCH CROSS SECTION "A"

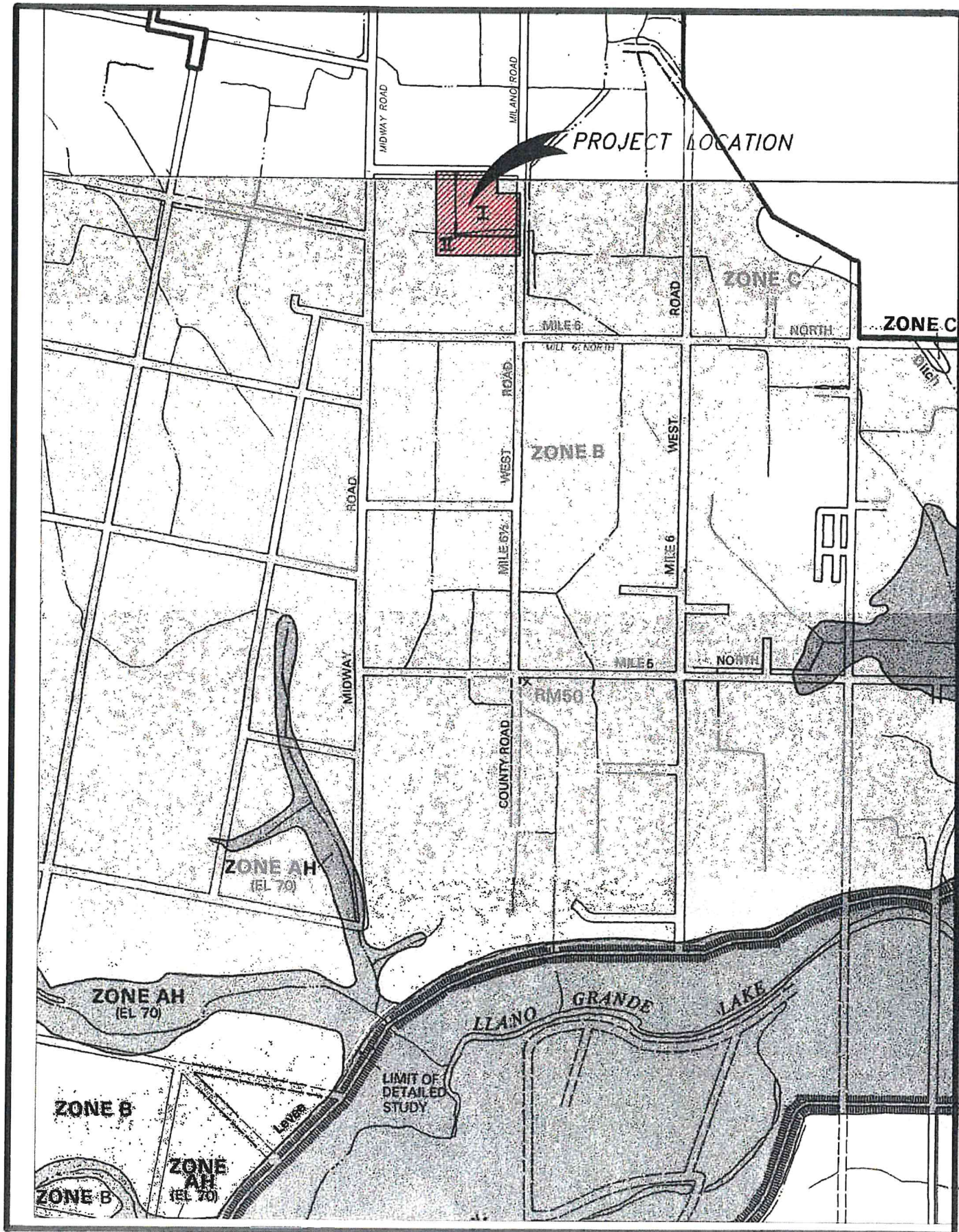
DRAINAGE AREA MAP RIO STONE SUBDIVISION PHASE II WESLACO, TEXAS

F.T. 849
DYER, JACK & THELMA



Discharge Route





NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

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

PANEL 525 OF 525

COMMUNITY-PANEL NUMBER
480334 0525 B

EFFECTIVE DATE:
JANUARY 2, 1981



**federal emergency management agency
federal insurance administration**

NATIONAL FLOOD INSURANCE PROGRAM

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



Federal Emergency Management Agency

KEY TO MAP

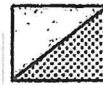
500-Year Flood Boundary	—————
100-Year Flood Boundary	—————
Zone Designations* With Date of Identification e.g., 12/2/74	
100-Year Flood Boundary	—————
500-Year Flood Boundary	—————
Base Flood Elevation Line With Elevation in Feet**	~~~~~513~~~~~
Base Flood Elevation in Feet Where Uniform Within Zone**	(EL 987)
Elevation Reference Mark	RM7 _x
River Mile	•M1.5

**Referenced to the National Geodetic Vertical Datum of 1929

*EXPLANATION OF ZONE DESIGNATIONS

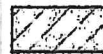
ZONE	EXPLANATION
A	Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
A0	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.
AH	Areas of 100-year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

LEGEND

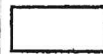


SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

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

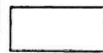


FLOODWAY AREAS IN ZONE AE



OTHER FLOOD AREAS

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



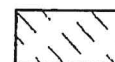
OTHER AREAS

ZONE X	Areas determined to be outside 500-year floodplain.
ZONE D	Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIERS†



Identified
1983

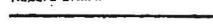


Identified
1990



Otherwise
Protected Areas

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



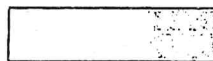
Floodplain Boundary



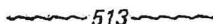
Floodway Boundary



Zone D Boundary



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



Base Flood Elevation Line; Elevation in Feet*



Cross Section Line

(EL 987)

Base Flood Elevation in Feet Where Uniform Within Zone*

RM 7_x

Elevation Reference Mark

•M1.5

River Mile

*Referenced to the National Geodetic Vertical Datum of 1929



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

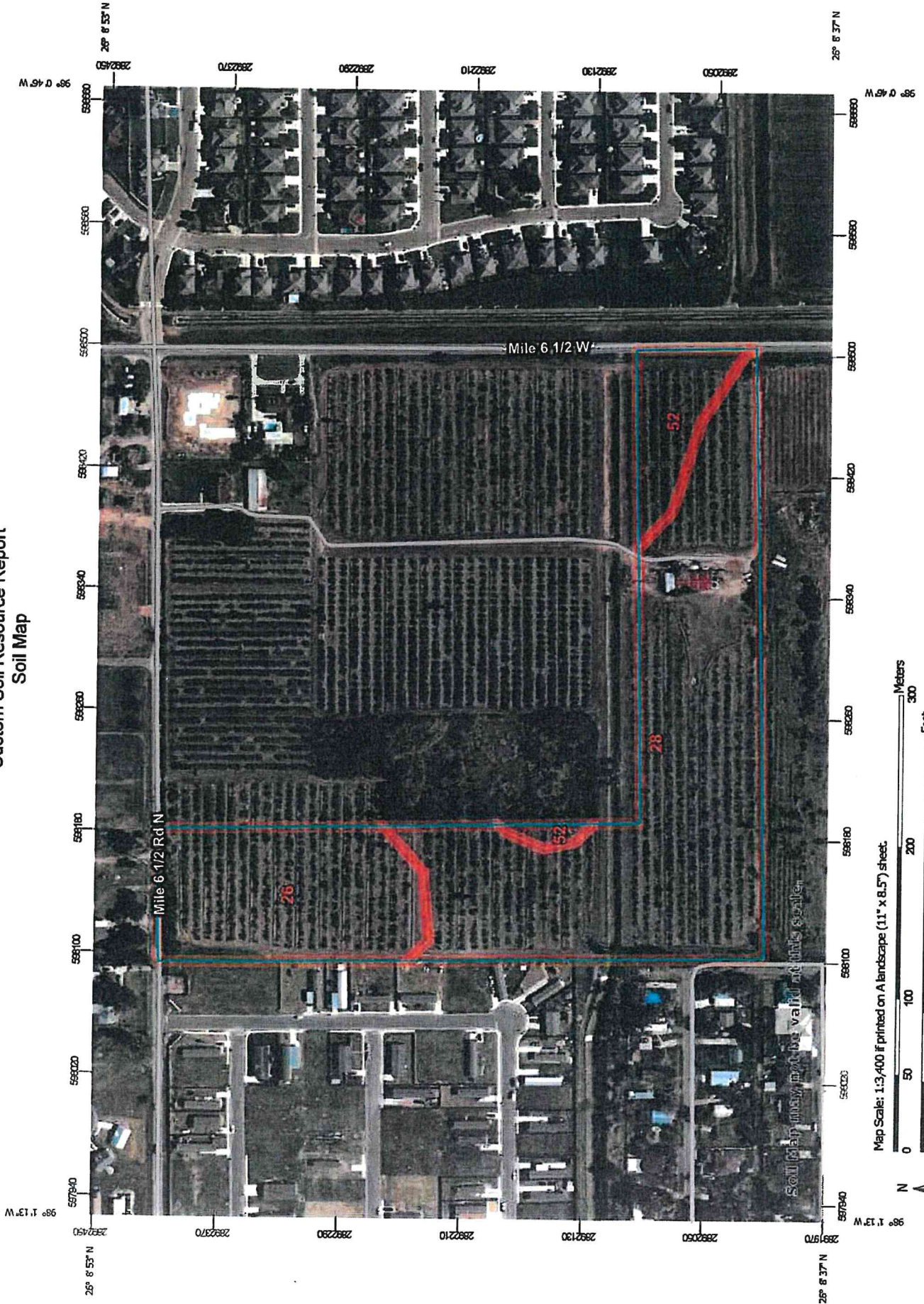
Custom Soil Resource Report for Hidalgo County, Texas

Rio Stone Subdivision Ph. II



November 30, 2023

Custom Soil Resource Report Soil Map



MAP LEGEND

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

MAP INFORMATION

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

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

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

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

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

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

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

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 22, Sep 5, 2023

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.

Custom Soil Resource Report

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	3.7	25.0%
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	9.8	65.7%
52	Raymondville clay loam, 0 to 1 percent slopes	1.4	9.3%
Totals for Area of Interest		15.0	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or

TABLE 16. - ENGINEERING INDEX PROPERTIES--CONTINUED

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

SOILS LEGEND

TABLE 16. -- ENGINEERING INDEX PROPERTIES--CONTINUED

Map symbol and soil name	Depth	USDA texture	Classification		Percentage passing sieve number				Liquid limit	Plast. index
			Unified	AASHTO						
					4	10	40	200		
45,* 46,* 47.- Pits	In								Pct	
48, 49----- Ramadero	0-13	Sandy clay loam	CL, SC	A-4, A-6	100	100	95-100	45-65	27-35	8-15
	13-49	Sandy clay loam, clay loam.	CL, SC	A-6, A-7	100	95-100	90-100	45-65	34-43	15-22
	49-72	Sandy clay loam, clay loam.	CL, SC	A-6	90-100	80-100	80-95	40-65	30-40	22-20
50----- Ramadero	0-21	Sandy clay loam	CL, SC	A-6, A-4	100	100	95-100	45-65	27-39	9-18
	21-65	Sandy clay loam, clay loam.	CL, SC	A-6, A-7	100	95-100	90-100	46-65	32-42	13-21
51*----- Ramadero	0-9	Fine sandy loam	SM, SM-SC	A-2-4	75-100	70-100	70-100	20-35	<25	NP-7
	9-16	Fine sandy loam, sandy caly loam.	SC, SM-SC, GC	A-2-4, A-2-6, A-4, A-6	65-100	60-100	60-100	25-50	25-34	7-14
	16-60	Cemented-----	---	---	---	---	---	---	---	---
Cuevitas-----	0-8	Fine sandy loam	SM, SM-SC, SC-	A-2-4	80-100	80-100	80-100	20-35	<28	NP-9
	8-60	Cemented-----	---	---	---	---	---	---	---	---
52, 53----- Raymondville	0-15	Clay loam-----	CL	A-6, A-7-6	100	100	95-100	51-85	37-50	18-30
	15-43	Clay, clay loam	CL, CH	A-6, A-7-6	100	95-100	95-100	75-95	38-55	19-35
	43-65	Clay, clay loam	CL, CH	A-7-6	100	85-100	80-100	75-95	40-53	20-30
54:*----- Raymondville	0-15	Clay loam-----	CL	A-6, A-7-6	100	100	95-100	51-85	37-50	18-30
	15-43	Clay, clay loam	CL, CH	A-6, A-7-6	100	95-100	95-100	75-95	38-55	19-35
	43-65	Clay, clay loam	CL, CH	A-7-6	100	85-100	80-100	75-95	40-53	20-30
55,56----- Reynosa	0-15	Silty clay loam	CL, CL-ML	A-6, A-4, A-7-6	100	100	95-100	80-100	25-45	7-25
	15-48	Sandy clay loam, silt loam.	CL	A-6, A-4, A-7-6	100	100	95-100	80-100	28-44	9-23
	48-65	Stratified silty clay loam to silt loam.	CL, CL-ML	A-6, A-4, A-7-6	100	100	90-100	70-100	20-49	4-29
57:*----- Reynosa	0-15	Silty clay loam	CL, CL-ML	A-6, A-4, A-7-6	100	100	95-100	80-100	25-45	7-25
	15-48	Silty clay loam, silt loam.	CL	A-6, A-4, A-7-6	100	100	95-100	80-100	28-44	9-23
	48-65	Stratified silty clay loam to silt loam.	CL, CL-ML	A-6, A-4, A-7-6	100	100	90-100	70-100	20-49	4-29
Urban land.										
58, 59----- Rio	0-12	Fine sandy loam	SC, SM-SC	A-2-4, A-4	95-100	95-100	95-100	30-48	<30	5-10
	12-38	Clay loam, clay	CL, CH	A-7-6	95-100	95-100	95-100	75-95	43-57	21-32
	38-63	Clay loam, snady clay sandy clay loam.	CL	A-7-6	95-100	95-100	85-95	55-80	41-50	20-27

SOILS LEGEND

TABLE 18. -- SOIL AND WATER FEATURES
 ("Flooding" and "water table" and terms such as "rare," "brief," "apparent," and "perched" are explained in the text.
 The symbol > means more than. Absence of an entry indicates that the feature is not a concern)

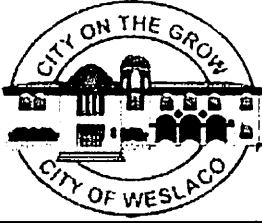
Map symbol and soil name	Hydrologic group	Flooding			High water table			Cemented pan		Risk of corrol	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Conc.
1.* Arents					1-1			1-1			
2----- Benito	D	Occasional	Long-----	Sep-May	4.0-6.0	Apparent	Sep-May	--	--	High-----	Low.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

HYDROLOGIC LEGEND

TABLE 18. – SOIL AND WATER FEATURES
 ("Flooding" and "water table" and terms such as "rare," "brief," "apparent," and "perched" are explained in the text.
 The symbol > means more than. Absence of an entry indicates that the feature is not a concern)

Map symbol and soil name	Hydrologic group	Flooding			High water table			Cemented pan		Risk of corrol	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Conc.
Urban land.					ft			in			
32:.* Jimenez-----	C	None-----	--	--	>6.0	--	--	7-20	--	High-----	Low
32:.* Quemado-----	C	None-----	--	--	>6.0	--	--	10-20	Thin	Moderate	Low.
33----- Benito	B	None-----	--	--	>6.0	--	--	--	--	High-----	Low.
34----- Matanoros	C	Occasional	Long-----	Sep-May	>6.0	--	--	--	--	High-----	Low.
35, 36, 37, 38- McAllen	C	None-----	--	--	>6.0	--	--	--	--	High-----	Low.
39, 40, 41----- Mercedes	D	None-----	--	--	>6.0	--	--	--	--	High-----	Low.
42----- Nueces	C	None-----	--	--	>6.0	--	--	--	--	Moderate	Low.
43:.* Nueces-----	C	None-----	--	--	>6.0	--	--	--	--	Moderate	Low.
Sarita	A	None-----	--	--	>6.0	--	--	--	--	Low-----	Low.
44, 44----- Olmito	D	None-----	--	--	>6.0	--	--	--	--	High-----	Low.
45,* 46,* 47.* Pits											
48----- Racombes	B	Rare-----	--	--	>6.0	--	--	--	--	High-----	Low.
49----- Racombes	B	Rare-----	--	--	1.5-4.5	Apparent	Sep-May	--	--	High-----	Low.
50----- Racombes	B	Common-----	Brief-----	Sep-May	>6.0	--	--	--	--	High-----	Low.
51:.* Randado-----	C	None-----	--	--	>6.0	--	--	8-20	Thin	Moderate	Low.
Cuevitas-----	D	None-----	--	--	>6.0	--	--	8-14	Thin	Moderate	Low.
52----- Raymondville	D	None-----	--	--	>6.0	--	--	--	--	High-----	Low.
53----- Raymondville	D	None-----	--	--	2.5-4.5	Apparent	Sep-May	--	--	High-----	Low.
54:.* Raymondville---	D	None-----	--	--	>6.0	--	--	--	--	High-----	Low.
55----- Reynosa	B	None-----	--	--	>6.0	--	--	--	--	High-----	Low.

HYDROLOGIC LEGEND



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: Rio Stone Subdivision Phase II
Location: 1055 L.F. south of Mile 6 1/2 North along the west side of S. Milanos Road
Applicant: Javier Hinojosa ☐ Owner ☒ Agent
Address: 416 E. Dove Ave., McAllen, Tx. 78504 Phone Number: (956) 668-1588

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			
220	Multifamily Housing Low-Rise	14.19		128	72	86	927

Comments: this is the second of the two phases

Prepared by: Javier Hinojosa Engineering Date: 11/28/2023

Address: 416 E. Dove Ave. , McAllen, Tx 78504 Phone Number: (956) 668-1588

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

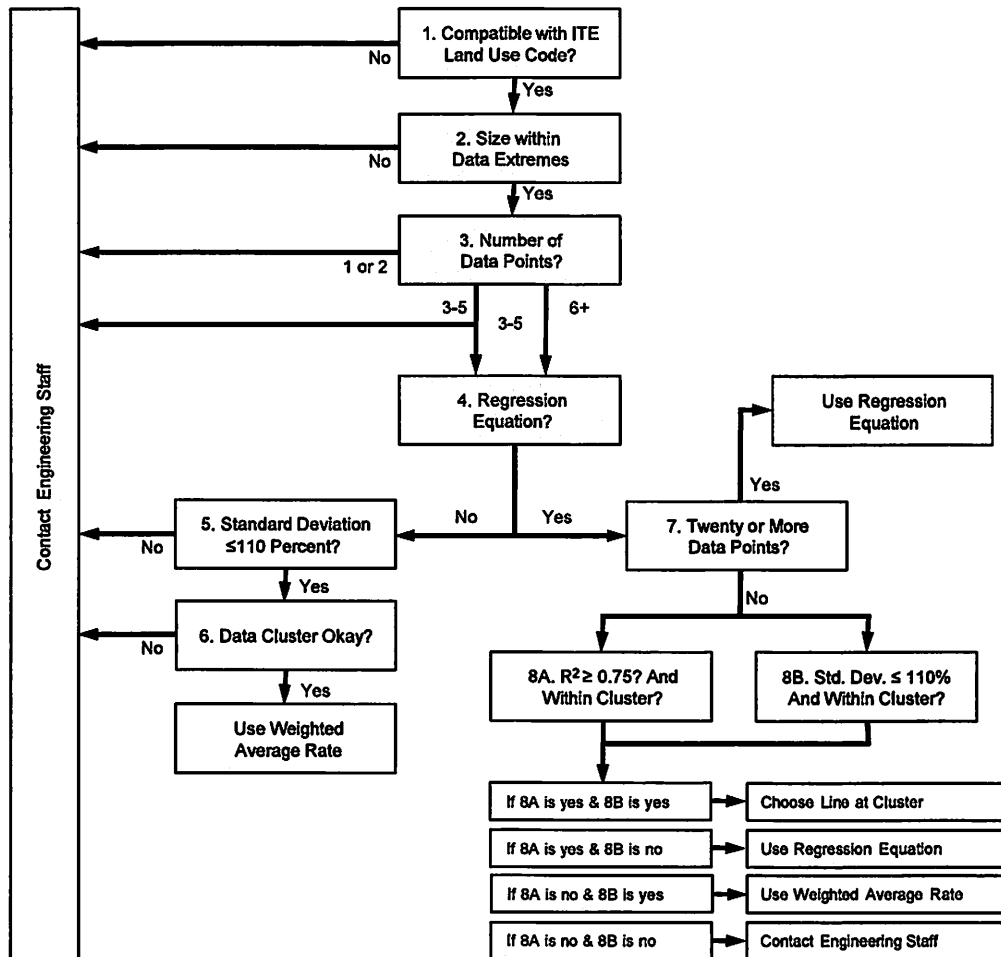
_____ A traffic impact analysis is required. The agent preparing the study must meet with City staff to discuss the scope and requirements of the study before beginning the study.

_____ 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#: _____

Recommended Procedure for Selecting Between Trip Generation Average Rates and Equations



From ITE Trip Generation Handbook

City of Weslaco
Engineering Division
255 S. Kansas Ave
Weslaco, TX 78596
(956)
(956) 973-3128 (fax)

Subdivision Name: Rio Stone Subdivision Ph. II

Location: 1055 feet South of Mile 6 ½ North along the west side of S. Milano Rd.

Applicant: Javier Hinojosa, P.E. (Agent)

Address: 416 E. Dove Ave., McAllen, Texas 78504 Ph. (956) 668-1588

Number of Lots: 64 Number of Dwellings: 128

ITE Code: 220 Multifamily Housing (Low-Rise)

TRIP GENERATION CALCULATIONS:

Weekday, Peak Hour of Adjacent Street Traffic between 7 and 9 am

Avg. Rate: 0.46

$$0.46 \times 128 \text{ Dwellings} = 58.9 \text{ trips}$$

$$\begin{aligned} \text{Fitted Curve: } \ln(T) &= 0.95 \ln(x) - 0.51 \\ &= 0.95 \ln(128) - 0.51 \end{aligned}$$

$$\begin{aligned} \ln(T) &= 4.0994 \\ T &= e^{4.0994} \\ &= 60.3 \text{ trips} \end{aligned}$$

use 60 trips

Weekday, Peak Hour of Adjacent Street Traffic between 4 and 6 pm

Avg. Rate: 0.56

$$0.56 \times 128 \text{ Lots} = 71.7 \text{ trips}$$

$$\begin{aligned} \text{Fitted Curve: } \ln(T) &= 0.89 \ln(x) - 0.02 \\ &= 0.89 \ln(128) - 0.02 \end{aligned}$$

$$\begin{aligned} \ln(T) &= 4.2983 \\ T &= e^{4.2983} \\ &= 73.6 \text{ trips} \end{aligned}$$

use 74 trips



[Handwritten signature]
11/23/23

Weekday, AM Peak Hour of Generator

Avg. Rate: 0.56

$$0.56 \times 128 \text{ Lots} = 71.7 \text{ trips}$$

Fitted Curve: $\ln(T) = 0.94 \ln(x) - 0.29$
 $= 0.94 \ln(128) - 0.29$
 $\ln(T) = 4.2709$
 $T = e^{4.2709}$
 $= 71.6 \text{ trips}$

use 72 trips

Weekday, PM Peak Hour of Generator

Avg. Rate: 0.67

$$0.67 \times 128 \text{ Lots} = 85.8 \text{ trips}$$

Fitted Curve: $T = 0.66(x) + 1.41$
 $= 0.66(128) + 1.41$
 $= 85.9 \text{ trips}$

use 86 trips

Weekday Trips

Avg. Rate: 7.32

$$7.32 \times 128 \text{ Lots} = 937.0 \text{ trips}$$

Fitted Curve: $T = 7.56(x) - 40.86$
 $= 7.56(128) - 40.86$
 $= 926.8 \text{ trips}$

use 937 trips

Preliminary Plat

Rio Stone Ph II

Legend

 Rio Stone PH II

Mile 6 1/2 N Rd

S Milanos Rd

Cardiac Heroes CPR Services

W Tomatillo Dr

Primrose Dr

DC Janitorial Services

Water Willow Dr

W Mimosa Dr

Honeysuckle Dr

Sambosa Dr

Coronados Trucking

Bald Cypress Dr

Bald Cypress Private Roadess Dr

Campana St

1703

Dyer Nursery

S Westgate Dr

Alithla Group

Google Earth

Image © 2024 Airbus

Aurora House Education Center

Conchita

1000 ft





Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-211	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Final Plat for Two Points Subdivision being 2.32 acres out of Lot 9, Block 174, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located on the southwest corner of the Mile 4 W Rd and Mile 12 ½ Rd. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed two (2) lot subdivision is located outside the City of Weslaco. This subdivision is being serviced with water by North Alamo Water Supply through a 2" waterline and sewer by OSSF. The property is within a Flood Zone "X".			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat and the variance request at their regular meeting of March 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of Final Plat.			
Attachments, if any: Final Plat-Two Points- Memo, TWO POINTS PLAT SET MERGED, Two points subd-Application, Drainage Report and Legal Documents, two Points - Aerial			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Two Points - Final Plat

DATE: March 7, 2024

The proposed use for the 2-lot subdivision located outside the city limits of Weslaco. The Developer is requesting a variance for OSSF the nearest sanitary sewer line is approximately two miles south of the location. The subdivision will be provided with water by North Alamo Water Supply and sanitary sewer by OSSF. The developer has complied with all staff comments. The Planning & Zoning Commission recommended approval of the final plat.

Thank you,

Rebekah de la Fuente, CFM

INDEX OF SHEETS	
SHEET	TITLE
PAGE 1	TWO POINTS SUBDIVISION PRELIMINARY PLAT
PAGE 2	TWO POINTS SUBDIVISION FINAL PLAT
PAGE 3	TWO POINTS SUBDIVISION FINAL ENGINEERING REPORT

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTE

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0450C MAP REVISED DATE: JUNE 6, 2000 ZONE "X"

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT LOT 1: MILE 12 1/2 35.00 FEET.
FRONT LOT 2: MILE 4 25.00 FEET
SIDE STREET: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 20% LOT DEPTH NOT TO EXCEED 25 FEET OR EASEMENT, WHICHEVER IS GREATER.

3. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

5. DRAINAGE EASEMENTS NOTE:
ALL DRAINAGE EASEMENTS SHALL BE PRIVATE WITHIN THE PROPERTY LINES AND MAINTAINED BY PROPERTY OWNERS/HOA. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE EASEMENT.

6. DRAINAGE OUTPARCELS CANNOT BE RE-SUBDIVIDED FOR FUTURE DEVELOPMENT.

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 2.81 CUBIC-FEET (0.004 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR CALCULATION OF THIS SUBDIVISION. (SEE SHEET NO.3 FOR STORM SEWER IMPROVEMENTS.)

8. BEARING BASIS AS PER (NAD 1983 STATE PLANE TEXAS SOUTH FIPS 4205 FEET)

9. BENCHMARK NOTE:
ON NAIL SET POWER POLE LOCATED 5.68 FT ON THE SOUTH EDGE OF PAVEMENT LINE OF MILE 12 1/2 NORTH ROAD APPROXIMATE 318.80 FT WEST OF THE NORTHEAST PROPERTY CORNER ELEV. 71.32'

10. STREETLIGHT MUST BE LOCATED EVERY 300 FEET.

11. A 75-FOOT EASEMENT MUST BE DEDICATED FROM THE CENTERLINE OF ANY DRAINAGE CANAL OR DITCH.

12. A 5FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF A NOTICE TO PROCEED.

13. A 5FT. SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. ON CORNER LOTS, THE OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.

14. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATION FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.

15. LANDSCAPING IS REQUIRED PER CITY ORDINANCE.

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

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

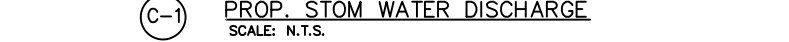
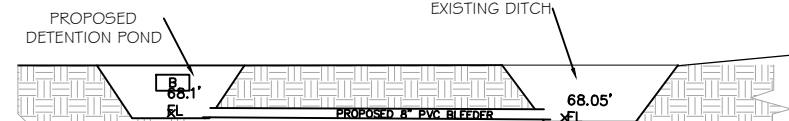
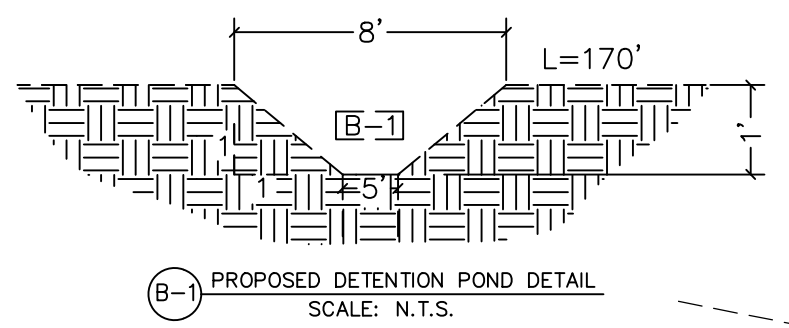
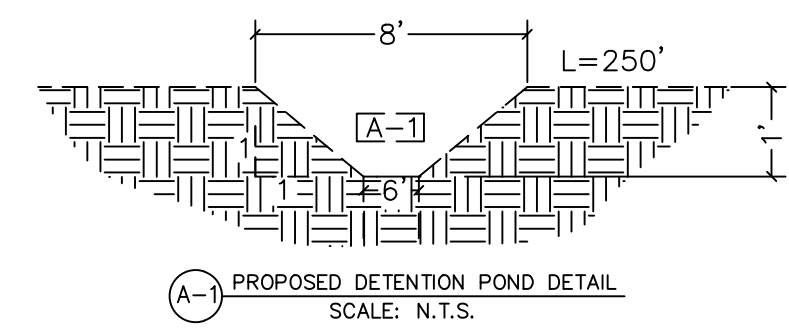
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.

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

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

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

E. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PREOCCUPANCY A LOT.



LINE.	BEARING.	DISTANCE.
L 1	S 45D 14'24" E	21.2'

PRINCIPAL CONTACTS				
OWNER(S)	NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE
OWNER(S)	OLIVERIO DAVILA	1604 E MILE 12 1/2 N	WESLACO, TX 78596	(956)
ENGINEER	JUAN ALONZO, JR	325 W 2 ND STREET	MERCEDES, TX 78570	(956) 294-1241
SURVEYOR	HOMERO L. GUTIERREZ	P.O BOX 548	MCCALLEN, TX 78505	(956) 369-0988

SCALE: 1" = 40'

THE STATE OF TEXAS
COUNTY OF HIDALGO

I OLIVERIO DAVILA, AS OWNER (S) OF THE 3.32-ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED TWO POINTS SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE: 232.032 AND THAT:

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

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

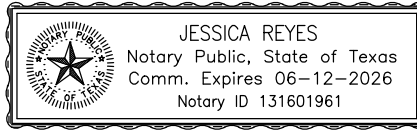
OLIVERIO DAVILA DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

Given under my hand and seal of office this _____ day of _____, 20____

JESSICA REYES- NOTARY PUBLIC



OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THE PLAT, AND DESIGNATED AS THE "TWO POINTS SUBDIVISION" TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINE, SEWER LINE, STORM SEWERS, FIRE HYDRANTS, AND PUBLIC PLACES WHICH ARE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHER WISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF WESLACO, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HERE OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF WESLACO.

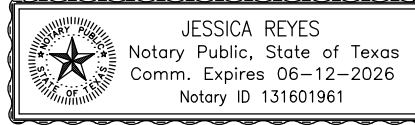
OLIVERIO DAVILA DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

Given under my hand and seal of office this _____ day of _____, 20____

JESSICA REYES- NOTARY PUBLIC



HIDALGO COUNTY DRAINAGE DISTRICT
NUMBER ONE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN PE C.F.M.
GENERAL MANAGER

DATE

HIDALGO AND CAMERON COUTIES IRRIGATION DISTRICT NO. 9

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

DATE THIS _____ DAY OF _____, 202____

1. NO IMPROVEMENTS OF ANY KINDS SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9, RIGHT- OF- WAY AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.

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

3. HCCID #9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION, AS WELL, HCCID#9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

4. HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

5. HCCID #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 DATE

CITY OF WESLACO

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

MAYOR, CITY OF WESLACO
DAVID SAUREZ

DATE

CITY SECRETARY, CITY OF WESLACO
NORMA A. CANTU

DATE

PLANNING AND ZONING COMMISSION

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

CHAIRMAN PLANNING AND ZONING COMMISSION DATE

CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF TWO POINTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON THIS _____ DAY OF _____, 20____

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE S 232.028(C)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF TWO POINTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

HIDALGO COUNTY JUDGE DATE

HIDALGO COUNTY CLERK DATE

COUNTY CLERK'S RECORDING CERTIFICATE:

I, _____, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ ON _____, AND WAS RECORDED IN A BOOK _____ OF _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O' CLOCK _____

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

ON _____ AT _____ AM/PM.

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

BY _____ DEPUTY

RIGHT OF WAY EASEMENT

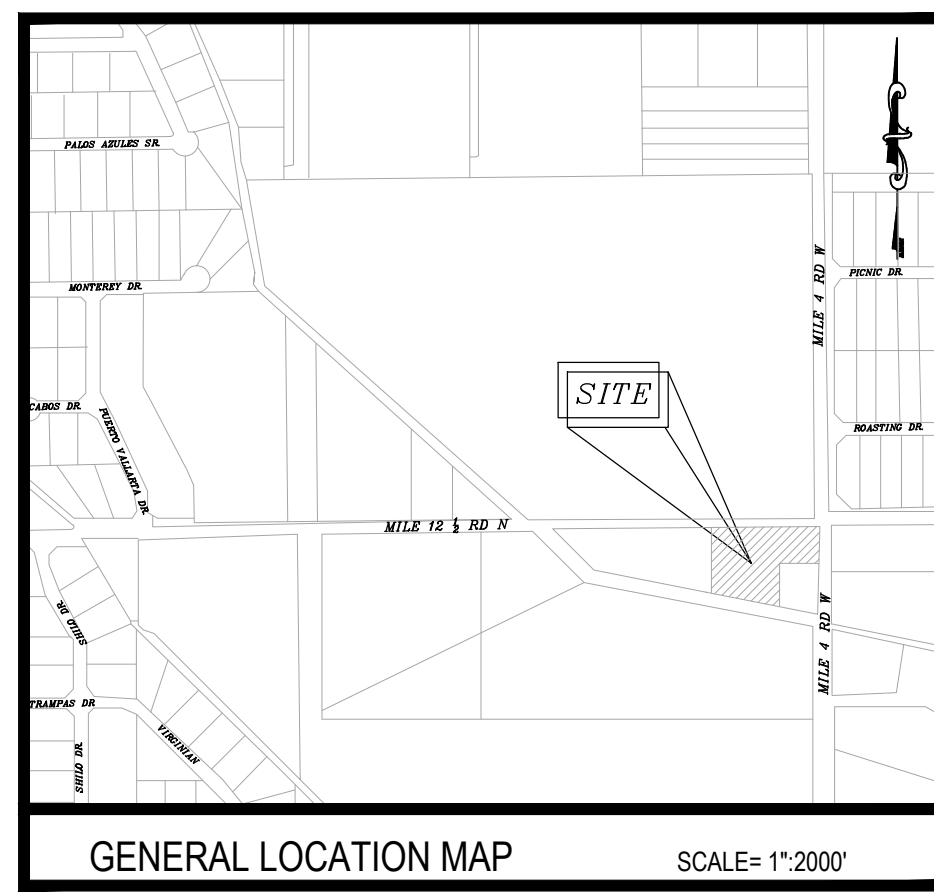
KNOW ALL MEN BY THESE PRESENT, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THE PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH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

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY, OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCES, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____, 20____



METES AND BOUNDS

A 2.32-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 9, BLOCK 174, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR PURPOSE, LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF MILE 12 1/2 NORTH ROAD & MILE 4 WEST ROAD, IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THE POINT OF COMMENCEMENT (P.O.C.) BEING AT THE INTERSECTION OF THE APPARENT EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE OF SAID MILE 12 1/2 NORTH ROAD AND EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE OF SAID MILE 4 WEST ROAD, AND EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE OF SAID MILE 12 1/2 NORTH ROAD, AND OF SAID 2.32-ACRE TRACT, AND ALSO BEING THE POINT OF BEGINNING OF SAID 2.32-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 01D 14'08"E, WITH THE SAID MILE 4 WEST ROAD EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE, AND THE APPARENT EAST LOT LINE OF SAID LOT 9 AND NORTHERMOST EAST LOT LINE OF SAID 2.32-ACRE TRACT A DISTANCE OF 150.00 FEET TO A POINT FOR THE APPARENT NORTHEAST CORNER OF A 0.77-ACRE TRACT OF LAND VESTED IN DAVILA OLIVERIO; (DOCUMENT #2059895, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE APPARENT EASTERNMOST SOUTHEAST CORNER OF SAID 2.32-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 88D45'52" W, PARALLEL TO THE APPARENT NORTH LOT LINE OF SAID LOT 9, AND WITH THE APPARENT NORTH LOT LINE OF SAID 0.77-OF AN ACRE TACT AND THE APPARENT NORTHEMOST SOUTH LOT LINE OF SAID 2.32-ACRE TRACT, A DISTANCE OF 20.00 FEET PASSED A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791 ON THE APPARENT EXISTING WEST RIGHT-OF-WAY LINE OF MILE 4 WEST ROAD, BEING 6.04 FEET NORTH OF AN EXISTING HOGWIRE FENCE CORNER, CONTINUING ALONG AN EXISTING HOGWIRE FENCE VARYING FROM 6.04 FEET TO 10.43 FEET LEFT OF AND WITH THE SAID NORTHERMOST SOUTH LOT LINE OF SAID 2.32-ACRE TRACT FOR A TOTAL DISTANCE OF 180.00 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791, BEING 4.38 FEET NORTH OF AN EXISTING HOGWIRE FENCE CORNER, FOR THE APPARENT NORTHWEST CORNER OF SAID 0.77-OF AN ACRE TACT AND AN APPARENT INTERNAL CORNER OF SAID 2.32-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 01D14'08"E, A DISTANCE OF 4.38 FEET PASSED AN EXISTING HOGWIRE FENCE CORNER AND THENCE ALONG AN EXISTING HOGWIRE FENCE VARYING FROM ZERO TO 2.17 FEET THE RIGHT OF, AND PARALLEL TO THE SAID EAST LOT LINE OF LOT 9, AND WITH THE APPARENT WEST LOT LINE PF SAID 0.77-OF AN ACRE TACT AND THE SOUTHERMOST EAST LOT LINE OF SAID 2.32-ACRE TRACT, A DISTANCE OF 166.53 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 279, BEING 2.17 FEET EAST OF THE SAID HOGWIRE FENCE, FOR THE APPARENT SOUTHWEST CORNER OF SAID 0.77-OF AN ACRE TACT AND THE SOUTHERMOST SOUTHEAST CORNER OF SAID 2.32-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 01D14'08"E, ALONG AN EXISTING HOGWIRE FENCE VARYING FROM 10.87 FEET TO 12.89 FEET TO THE LEFT OF AD WITH THE APPARENT SOUTHERMOST SOUTH LOT LINE OF SAID 2.32-ACRE TRACT, A DISTANCE OF 282.01 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791 FOR THE APPARENT SOUTHWEST CORNER OF 2.50-ACRE TRACT OF LAND VESTED IN MARIA SYLVIA CORPUS HERRERA (DOCUMENT #2354580, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE SOUTHWEST CORNER OF SAID 2.32-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 01D14'08" W, ALONG AN EXISTING HOGWIRE FENCE, AND PARALLEL TO THE SAID EAST LOT LINE OF LOT 9, AND WITH THE APPARENT EAST LOT LINE OF SAID 2.50-ACRE TRACT VESTED IN MARIA SYLVIA CORPUS HERRERA, AND THE WEST LOT LINE OF SAID 2.32-ACRE TRACT, A DISTANCE OF 240.27 FEET PASSED A 1" IRON PIPE FOUND ON THE APPARENT SOUTH RIGHT-OF-WAY LINE OF SAID MILE 12 1/2 NORTH ROAD (N: 16611276.72, E: 1155590.81), CONTINUING FOR A TOTAL DISTANCE OF 260.27 FEET TO A POINT ON THE SAID MILE 12 1/2 NORTH ROAD EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE AND THE APPARENT NORTH LOT LINE OF SAID LOT 9 FOR THE APPARENT NORTHEAST CORNER OF SAID 2.50-ACRE TRACT VESTED IN MARIA SYLVIA CORPUS HERRERA, AND THE NORTHWEST CORNER OF SAID 2.32-ACRES TRACT VESTED IN MARIA SYLVIA CORPUS HERRERA AND THE NORTHWEST CORNER OF SAID 2.32-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 88D45'52"E, WITH THE SAID MILE 12 1/2 NORTH ROAD EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE AND THE SAID NORTH LOT LINE OF LOT 9 AND OF 2.32-ACRE TRACT, A DISTANCE OF 435.90 FEET TO A POINT FOR THE SAID CONTAINING A GROSS OF 2.32 ACRES OF LAND, OF WHICH 0.26 OF AN ACRE LIES IN EXISTING ROAD RIGHT-OF-WAY, LEAVING A NET OF 2.06 ACRES OF LAND MORE OR LESS.

BEARING BASIS AS PER NAD 1983 STATE PLANE TAXES SOUTH FIPS 4205 FEET.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND MY SUPERVISION

REGISTERED PROFESSIONAL SURVEYOR NO. 2791
HOMERO LUIS GUTIERREZ- R.P.L.S.

P.O. BOX 548
MCCALLEN, TX 78505.
(956) 36-0988



ENGINEERS' CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

LICENSED PROFESSIONAL ENGINEER NO. 130035
ALTEX ENGINEERING

325 W. 2ND STREET
MERCEDES, TEXAS 78570
(956) 294-1241



TWO POINTS SUBDIVISION PRELIMINARY PLAT

A 2.32-ACRE TRACT OF LAND MORE OR LESS

THE WEST AND ADAMS TRACT SUBDIVISION,
HIDALGO COUNTY, TEXAS, AS RECORDED IN
VOLUME 2, PAGE 34-37, OF MAP RECORDS,
HIDALGO COUNTY, TEXAS.

SCALE: 1" = 40'

DATE: NOVEMBER 29, 2023



ALTEX ENGINEERING
325 W. 2ND ST.
MERCEDES, TEXAS 78570
(956) 294-1241
TPE FIRM REGISTRATION NO. F-19737

SHEET
1 OF 3

INDEX OF SHEETS	
SHEET	TITLE
PAGE 1	TWO POINTS SUBDIVISION PRELIMINARY PLAT
PAGE 2	TWO POINTS SUBDIVISION FINAL PLAT
PAGE 3	TWO POINTS SUBDIVISION FINAL ENGINEERING REPORT

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTE

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0450C MAP REVISED DATE: JUNE 6, 2000 ZONE "X"

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT LOT 1: MILE 12 1/2 35.00 FEET.
FRONT LOT 2: MILE 4 25.00 FEET
SIDE STREET: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 20% LOT DEPTH NOT TO EXCEED 25 FEET OR EASEMENT, WHICHEVER IS GREATER.

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE/HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

5. DRAINAGE EASEMENTS NOTE:
ALL DRAINAGE EASEMENTS SHALL BE PRIVATE WITHIN THE PROPERTY LINES AND MAINTAINED BY PROPERTY OWNERS/HOA. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE EASEMENT.

6. DRAINAGE OUTPARCELS CANNOT BE RE-SUBDIVIDED FOR FUTURE DEVELOPMENT.

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 2.81 CUBIC-FEET (0.004 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR CALCULATION OF THIS SUBDIVISION. (SEE SHEET NO.3 FOR STORM SEWER IMPROVEMENTS.)

8. BEARING BASIS AS PER (NAD 1983 STATE PLANE TEXAS SOUTH FIPS 4205 FEET)

9. BENCHMARK NOTE:
ON NAIL SET POWER POLE LOCATED 5.68 FT ON THE SOUTH EDGE OF PAVEMENT LINE OF MILE 12 1/2 NORTH ROAD APPROXIMATE 318.80 FT WEST OF THE NORTHEAST PROPERTY CORNER ELEV. 71.32'

10. STREETLIGHT MUST BE LOCATED EVERY 300 FEET.

11. A 75-FOOT EASEMENT MUST BE DEDICATED FROM THE CENTERLINE OF ANY DRAINAGE CANAL OR DITCH.

12. A 5FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF A NOTICE TO PROCEED.

13. A 5FT. SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. ON CORNER LOTS, THE OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.

14. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATION FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.

15. LANDSCAPING IS REQUIRED PER CITY ORDINANCE.

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

17. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACIL IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AND OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
B. EACH LOT ON THE PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAS BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS BE SO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PREOCCUPANCY A LOT.

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, OLIVERIO DAVILA, AS OWNER (S) OF THE 3.32-ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "TWO POINTS SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS AND EAS EMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE, 232.032 AND THAT:

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

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

OLIVERIO DAVILA

DATE

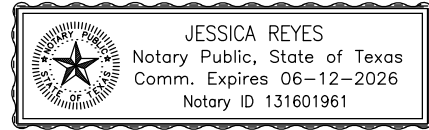
STATE OF TEXAS

COUNTY OF HIDALGO

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

Given under my hand and seal of office this _____ day of _____, 20____.

JESSICA REYES- NOTARY PUBLIC



OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THE PLAT, AND DESIGNATED AS THE "TWO POINTS SUBDIVISION" TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINE, SEWER LINE, STORM SEWERS, FIRE HYDRANTS, AND PUBLIC PLACES WHICH ARE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHER WISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF WESLACO. ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HERE OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF WESLACO.

OLIVERIO DAVILA

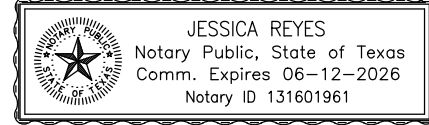
DATE

STATE OF TEXAS

COUNTY OF HIDALGO

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

Given under my hand and seal of office this _____ day of _____, 20____.



JESSICA REYES- NOTARY PUBLIC

HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 9

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

DATE THIS _____ DAY OF _____, 202____.

1. NO IMPROVEMENTS OF ANY KINDS SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT- OF- WAY AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID #9. .

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

3. HCID #9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION, AS WELL, HCID#9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

4. HCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

5. HCID #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

DATE

CITY OF WESLACO

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

MAYOR CITY OF WESLACO
DAVID SAUREZ

DATE

CITY SECRETARY CITY OF WESLACO
NORMA A. CANTU

DATE

PLANNING AND ZONING COMMISSION

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

CHAIRMAN PLANNING AND ZONING COMMISSION

DATE

CERTIFICATE OF PLAT APPROVAL HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF TWO POINTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON THIS _____ DAY OF _____, 20____.

ENVIRONMENTAL HEALTH DIVISION MANAGER

DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE S 232.028(O)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF TWO POINTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

HIDALGO COUNTY JUDGE

DATE

HIDALGO COUNTY CLERK

DATE

COUNTY CLERK'S RECORDING CERTIFICATE:

I, _____, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ ON _____ AND WAS RECORDED IN A BOOK _____ SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O' CLOCK _____

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

ON _____ AT _____ AM/PM.

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

BY: _____ DEPUTY

RIGHT OF WAY EASEMENT

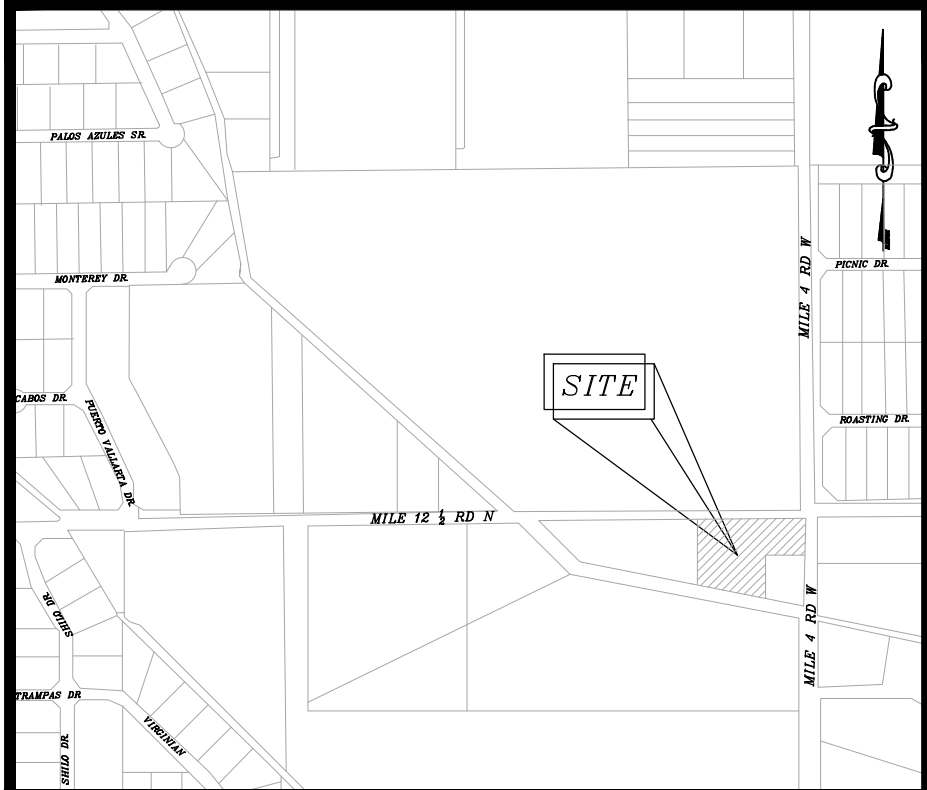
KNOW ALL MEN BY THESE PRESENT, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THE PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFERREES (HEREINAFTER CALLED "GRANTOR") WHETHER ONE OR MORE PERSONS ARE NAMED IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH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

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY, OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCES, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT
THE _____ DAY OF _____, 20____.



GENERAL LOCATION MAP

SCALE: 1"=200'

METES AND BOUNDS

A 2.32-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 9, BLOCK 174, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES. LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF MILE 12 1/2 NORTH ROAD & MILE 4 WEST ROAD, IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THE POINT OF COMMENCEMENT (P.O.C.) BEING AT THE INTERSECTION OF THE APPARENT EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE OF SAID MILE 12 1/2 NORTH ROAD AND EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE OF SAID MILE 4 WEST ROAD FOR APPARENT NORTHEAST CORNER OF SAID LOT 9, BLOCK 174, AND OF SAID 2.32-ACRE TRACT, AND ALSO BEING THE POINT OF BEGINNING OF SAID 2.32-ACRE TRACT OF LAND HEREIN DESCRIBED:

THENCE, S 010°14'08"E, WITH THE SAID MILE 4 WEST ROAD EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE, AND THE APPARENT EAST LOT LINE OF SAID LOT 9 AND NORTHERMOST EAST LOT LINE OF SAID 2.32-ACRE TRACT A DISTANCE OF 150.00 FEET TO A POINT FOR THE APPARENT NORTHEAST CORNER OF A 0.77-ACRE TACT OF LAND VESTED IN DAVILA OLIVERIO (DOCUMENT #2093895, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE APPARENT EASTERNMOST SOUTHEAST CORNER OF SAID 2.32-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 88°45'52" W, PARALLEL TO THE APPARENT NORTH LOT LINE OF SAID LOT 9, AND WITH THE APPARENT NORTH LOT LINE OF SAID 0.77-ACRE TACT AND THE APPARENT NORTHERMOST SOUTH LOT LINE OF SAID 2.32-ACRE TRACT, A DISTANCE OF 20.00 FEET PASSED A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791 ON THE APPARENT EXISTING WEST RIGHT-OF-WAY LINE OF MILE 4 WEST ROAD, BEING 6.04 FEET NORTH OF AN EXISTING HOGWIRE FENCE CORNER, CONTINUING ALONG AN EXISTING HOGWIRE FENCE VARYING FROM 6.04 FEET TO 4.38 FEET LEFT OF AND WITH THE SAID NORTHERMOST SOUTH LOT LINE OF SAID 2.32-ACRE TRACT FOR A TOTAL DISTANCE OF 160.90 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791, BEING 4.38 FEET NORTH OF AN EXISTING HOGWIRE FENCE CORNER, FOR THE APPARENT NORTHWEST CORNER OF SAID 0.77-ACRE TACT AND AN APPARENT INTERNAL CORNER OF SAID 2.32-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 010°14'08"E, A DISTANCE OF 4.38 FEET PASSED AN EXISTING HOGWIRE FENCE CORNER AND THENCE ALONG AN EXISTING HOGWIRE FENCE VARYING FROM ZERO TO 2.17 FEET THE RIGHT OF, AND PARALLEL TO THE SAID EAST LOT LINE OF LOT 9, AND WITH THE APPARENT WEST LOT LINE PF SAID 0.77-ACRE TACT AND THE SOUTHERNMOST EAST LOT LINE OF SAID 2.32-ACRE TRACT, A DISTANCE OF 166.53 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 279, BEING 2.17 FEET EAST OF THE SAID HOGWIRE FENCE, FOR THE APPARENT SOUTHWEST CORNER OF SAID 0.77-ACRE TACT AND THE SOUTHERNMOST SOUTHEAST CORNER OF SAID 2.32-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 78°50'08" W, ALONG AN EXISTING HOGWIRE FENCE VARYING FROM 10.87 FEET TO 12.69 FEET TO THE LEFT OF AD WITH THE APPARENT SOUTHERNMOST SOUTH LOT LINE OF SAID 2.32-ACRE TRACT, A DISTANCE OF 262.01 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791 FOR THE APPARENT SOUTHWEST CORNER OF 2.50-ACRE TRACT OF LAND VESTED IN MARIA SYLVIA CORPUS HERRERA (DOCUMENT #2354580, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE SOUTHWEST CORNER OF SAID 2.32-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 010°14'08" W, ALONG AN EXISTING HOGWIRE FENCE, AND PARALLEL TO THE SAID EAST LOT LINE OF LOT 9, AND WITH THE APPARENT EAST LOT LINE OF SAID 2.50-ACRE TRACT VESTED IN MARIA SYLVIA CORPUS HERRERA, AND THE WEST LOT LINE OF SAID 2.32-ACRE TRACT, A DISTANCE OF 240.27 FEET PASSED A 1 1/2" IRON PIPE FOUND ON THE APPARENT SOUTH RIGHT-OF-WAY LINE OF SAID MILE 12 1/2 NORTH ROAD (N: 16611276.72, E: 1155590.81), CONTINUING FOR A TOTAL DISTANCE OF 260.27 FEET TO A POINT ON THE SAID MILE 12 1/2 NORTH ROAD EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE AND THE APPARENT NORTHEAST CORNER OF SAID LOT 9 FOR THE APPARENT NORTHEAST CORNER OF SAID 2.50-ACRE TRACT VESTED IN MARIA SYLVIA CORPUS HERRERA, AND THE NORTHWEST CORNER OF SAID 2.32-ACRES TRACT VESTED IN MARIA SYLVIA CORPUS HERRERA AND THE NORTHWEST CORNER OF SAID 2.32-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 88°45'52" E, WITH THE SAID MILE 12 1/2 NORTH ROAD EXISTING 40-FOOT RIGHT-OF-WAY CENTERLINE AND THE SAID NORTH LOT LINE OF LOT 9 AND OF 2.32-ACRE TRACT, A DISTANCE OF 435.90 FEET TO A POINT FOR THE SAID CONTAINING A GROSS OF 2.32 ACRES OF LAND, OF WHICH 0.26 OF AN ACRE LIES IN EXISTING ROAD RIGHT-OF-WAY, LEAVING A NET OF 2.06 ACRES OF LAND, MORE OR LESS.

BEARING BASIS AS PER NAD 1983 STATE PLANE TAXES SOUTH FIPS 4205 FEET.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND MY SUPERVISION



REGISTERED PROFESSIONAL SURVEYOR NO. 2791
HOMERO LUIS GUTIERREZ, P.L.S.
P.O. BOX 548
MCALLEN, TX 78505
(956) 366-0988

ENGINEERS' CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

LICENSED PROFESSIONAL ENGINEER NO. 130035
ALTEX ENGINEERING

325 W. 2ND STREET
MERCEDES, TEXAS 78570
(956) 294-1241



TWO POINTS SUBDIVISION

FINAL PLAT

A 2.32-ACRE TRACT OF LAND MORE OR LESS
OUT OF LOT 9, BLOCK 174,
THE WEST AND ADAMS TRACT SUBDIVISION,
HIDALGO COUNTY, TEXAS, AS RECORDED IN
VOLUME 2, PAGE 34-37, OF MAP RECORDS.
HIDALGO COUNTY, TEXAS.

SCALE: 1"=40'

DATE: NOVEMBER 29, 2023

ALTEX ENGINEERING
325 W. 2ND ST.
MERCEDES, TEXAS 78570
(956) 294-1241
TPE FIRM REGISTRATION NO. F-19737

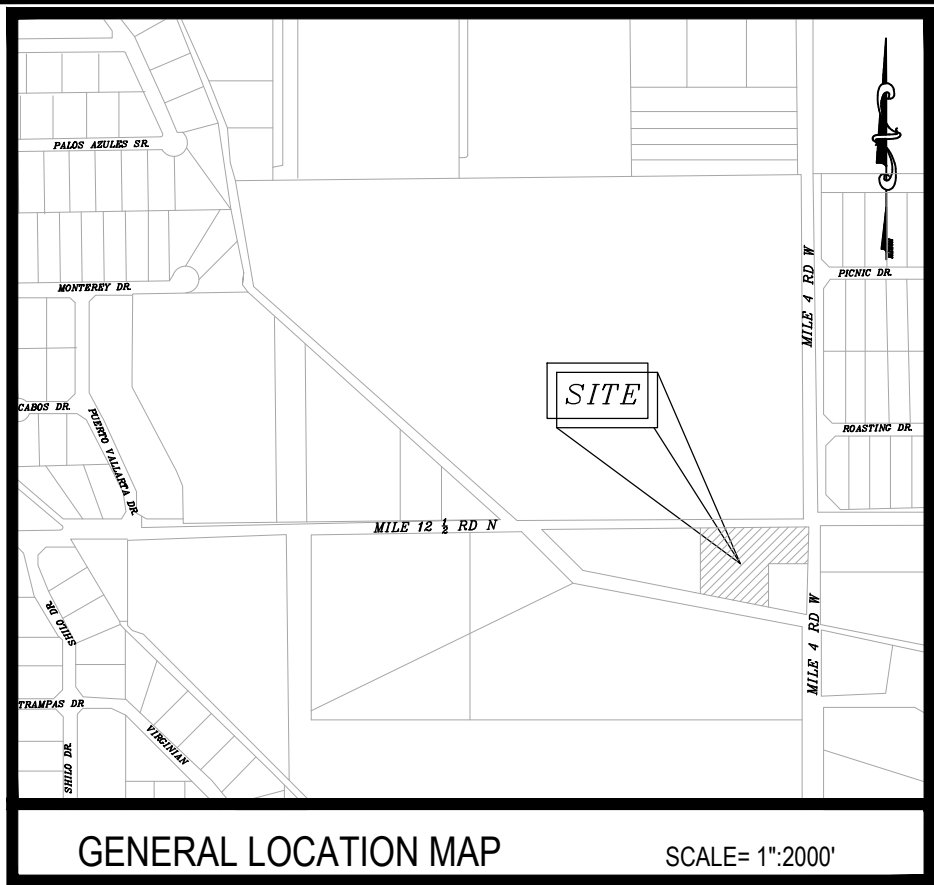
SHEET
2 OF 3

LINE.	BEARING.	DISTANCE.
L 1	S 45D 14'24" E	21.2'

PRINCIPAL CONTACTS				
NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE	
OWNER(S): OLIVERIO DAVILA	1604 E MILE 12 1/2 N	WESLACO, TX 78596	(956)	
ENGINEER: JUAN ALONZO, JR	325 W. 2 ND STREET	MERCEDES, TX 78570	(956) 294-1241	
SURVEYOR: HOMERO L. GUTIERREZ	P.O BOX 548	MCALLEN, TX 78505	(956) 369-0988	

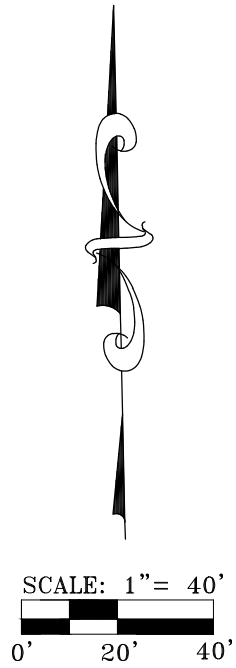
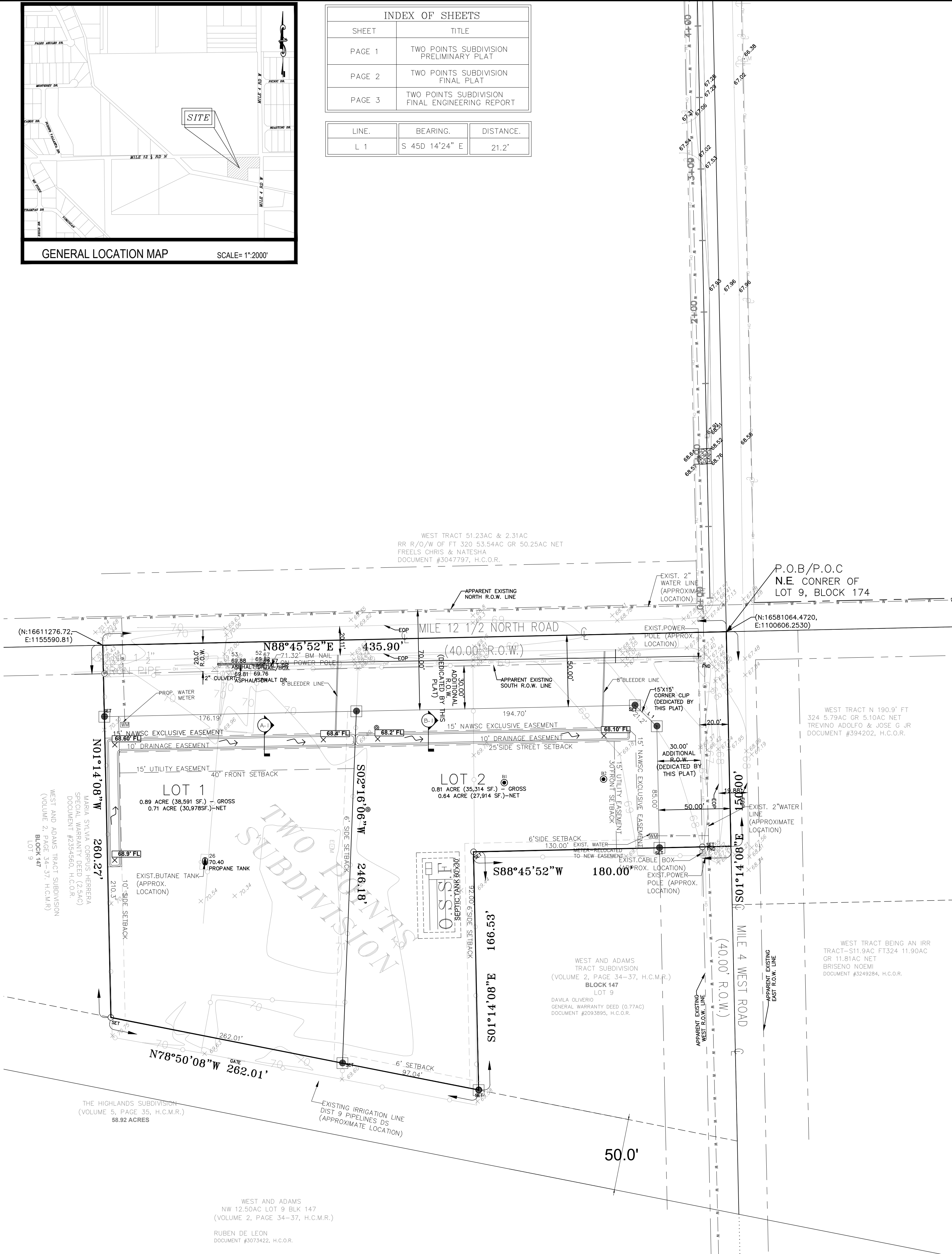
WEST AND ADAMS
NW 12.50AC LOT 9 BLK 147
(VOLUME 2, PAGE 34-37, H.C.O.R.)

RUBEN DE LEON
DOCUMENT #3073422, H.C.O.R.



INDEX OF SHEETS		
SHEET	TITLE	
PAGE 1	TWO POINTS SUBDIVISION PRELIMINARY PLAT	
PAGE 2	TWO POINTS SUBDIVISION FINAL PLAT	
PAGE 3	TWO POINTS SUBDIVISION FINAL ENGINEERING REPORT	

LINE	BEARING	DISTANCE
L 1	S 45D 14'24" E	21.2'



PRELIMINARY ENGINEERING REPORT FOR TWO POINTS SUBDIVISION

WATER SUPPLY: DESCRIPTION

TWO POINTS SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). SUBDIVIDER AND NORTH ALAMO WATER SUPPLY CORPORATION HAVE ENTERED INTO A CONTRACT IN (N.A.W.S.C.) HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND NORTH ALAMO WATER SUPPLY CORPORATION HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

NORTH ALAMO WATER SUPPLY CORPORATION HAS AN EXISTING 2" DIAMETER WATERLINE AT THE NORTH SIDE OF MILE 12 1/2 NORTH ROAD AND THE WEST SIDE OF MILE 4 WEST ROAD.

FROM THE EXISTING 2" DIAMETER WATERLINE, THERE ARE ONE (1) NEW 3" SERVICE LINE THAT RUN INTO THE WATER METER BOX FOR LOT 2. THE COST OF THE SERVICE LINES INCLUDING FEES IS \$XXXX.00.

SEWAGE FACILITIES: DESCRIPTION

TWO POINTS SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR ROBERT CABALLERO SE. (LIC # OS 29754) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR (OSSF) AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR (OSSF). THE REPORT WAS REVIEWED AND APPROVED BY HIDALGO COUNTY HEALTH DEPARTMENT.

EACH LOT IN THE SUBDIVISION IS AT LEAST 1 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED PREDOMINATELY AN HIDALGO SANDY CLAY AND WILLACY FINE SANDY FOR THE AREA.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS \$1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO (OSSF) HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. THE SUBDIVIDER HAS POSTED A BOND WITH THE FILING OF THIS FINAL PLAT WITH HIDALGO COUNTY TO COVER THE TOTAL SEPTIC SYSTEM COSTS OF \$3,000.00. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE THE INSTALLATION OF AN (OSSF) SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN (OSSF). THE (OSSF) SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. IF ON A LOT BELONGING TO THE SUBDIVIDER NO SEPTIC SYSTEM HAS BEEN INSTALLED AS OF FEBRUARY 12, 2024, THEN THE SUBDIVIDER WILL OBTAIN THE PROPER PERMIT AND INSTALL A SEPTIC SYSTEM BY MAY 7, 2024. IF ON A LOT BELONGING TO SOMEONE OTHER THAN THE SUBDIVIDER NO SEPTIC SYSTEM HAS BEEN INSTALLED AS OF FEBRUARY 12, 2024, THEN THE OWNER WILL FIRST REMIND THE SUBDIVIDER OF THE AVAILABILITY OF THE SEPTIC SYSTEM UNLESS THE LOT OWNER THEN PROMPTLY INITIATES THE INSTALLATION OF THE SEPTIC SYSTEM BY NOTIFYING THE SUBDIVIDER AND FILING AN APPLICATION FOR A PERMIT TO INSTALL THE SYSTEM. THE SUBDIVIDER WILL EXERCISE HIS RETAINED RIGHT OF ENTRY AND HIS OBTAINED POWER OF ATTORNEY SO THAT HE MAY INSTALL THE SEPTIC SYSTEM. IN ANY EVENT, THE SEPTIC SYSTEM WILL BE INSTALLED ON EVERY LOT BY MAY 7, 2024, UNLESS OTHER ARRANGEMENTS ARE MADE WITH HIDALGO COUNTY HEALTH DEPARTMENT.

CERTIFICATION:

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

WATER FACILITIES- THESE FACILITIES WILL BE CONSTRUCTED, WITH THE INSTALLATION OF WATER METER BOXES, AND HAVE A TOTAL COST OF \$XXXX.00 WHICH EQUALS TO \$XXXX.00 FOR EACH LOT.

SEWAGE FACILITIES- SEPTIC SYSTEM IS ESTIMATED TO COST \$6,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF \$13,000.00.

LICENSED PROFESSIONAL ENGINEER NO. 130035
ALTEX ENGINEERING
DATE: 11-29-2023
325 W. 2ND STREET
MERCEDES, TEXAS 78570
(956) 294-1241



DRAINAGE STATEMENT FOR TWO POINTS SUBDIVISION-HIDALGO COUNTY, TEXAS

A 2.32-ACRE TRACT OF LAND THE WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 34-37 MAP RECORDED, HIDALGO COUNTY, TEXAS, AND IS LOCATED ON THE SOUTH WEST CORNER OF MILE 12 NORTH ROAD, AND MILE 4 WEST ROAD AND IS LOCATED IN THE COUNTY OF HIDALGO OF WISLACO.

THE SUBJECT TRACT LIES IN ZONE "X"- AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN. COMMUNITY PANEL NO. 480334 0450C MAP REVISED, JUNE 6, 2000. THIS SITE FALLS WITHIN AREAS OF HIDALGO SANDY CLAY LOAM, WILLACY FINE SANDY LOAM.

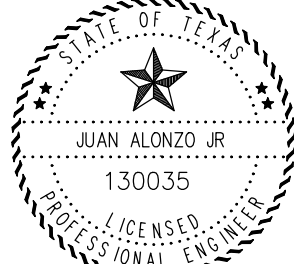
THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY (0.1%). EXISTING RUNOFF (3.46 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE NORTH SIDE OF THIS TRACT.

THE PROPOSED CONDITIONS OF THIS SUBDIVISION WILL CONSIST OF TWO (2) RESIDENTIAL LOTS. THE TOTAL CONTRIBUTING 50 YEAR STORM DISCHARGE IS OF 6.10 CFS. AN INCREASE OF 2.64 CFS FROM PRE DEVELOPED CONDITIONS THE TOTAL INCREASED FLOW OF THIS SUBDIVISION TO THE EXISTING DRAINAGE DISTRICT FACILITIES IS A TOTAL OF 2.63 CFS (0.0604 AC-FT) WILL BE DETAINED BY PROVIDING DETENTION PONDS TO EACH RESPECTIVE LOT.

DURING THE DEVELOPMENT STAGE, THE DEVELOPER MUST ENSURE COMPLIANCY WITH THE DETENTION REQUIREMENTS AS DETERMINED BY THE CITY OF WISLACO AND DRAINAGE DISTRICT NO. 1. THE DETENTION POND(S) MUST HAVE THE CAPACITY TO HANDLE THE DESIGN CONDITIONS OF THIS DEVELOPMENT.

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY-PANEL NO. 480334 0450C MAP REVISED DATE JUNE 6, 2000

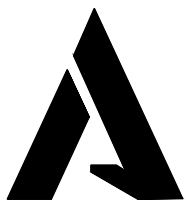
LICENSED PROFESSIONAL ENGINEER NO. 130035
ALTEX ENGINEERING
DATE: 11-29-2023
325 W. 2ND STREET
MERCEDES, TEXAS 78570
(956) 294-1241



TWO POINTS SUBDIVISION FINAL ENGINEERING REPORT

A 2.32-ACRE TRACT OF LAND MORE OR LESS
OUT OF LOT 9, BLOCK 174,
THE WEST AND ADAMS TRACT SUBDIVISION,
HIDALGO COUNTY, TEXAS, AS RECORDED IN
VOLUME 2, PAGE 34-37, OF THE MAP RECORDS,
HIDALGO COUNTY, TEXAS.

SCALE: 1"=40' DATE: NOVEMBER 29, 2023



ALTEX ENGINEERING
325 W. 2ND ST.
MERCEDES, TEXAS 78570
(956) 294-1241
TBE FIRM REGISTRATION NO. F-19737

SHEET
3 OF 3

PRINCIPAL CONTACTS				
	NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE
OWNER(S):	OLIVERIO DAVILA	1604 E MILE 12 1/2 N	WESLACO, TX 78596	(956)
ENGINEER:	JUAN ALONZO, JR	325 W. 2ND STREET	MERCEDES, TX 78570	(956) 294-1241
SURVEYOR:	HOMERO L. GUTIERREZ	P.O. BOX 548	MCALLEN, TX 78505	(956) 369-0988



SUBDIVISION PLATTING APPLICATION

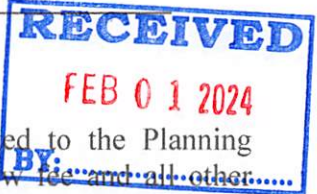


PLAT-000594-2024

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: TWO POINTS SUBDIVISION

Location: Located at southwest corner of intersection of Mile 4 W Rd and Mile 12 1/2 Rd

Legal Description: 2.32 Acre tract out of lot 9 block 174 west and Adams tract Subdivision

Is subdivision inside city limits? ☐ YES ☒ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: CNTY

Existing Land Use: R-1 Proposed Land Use: R-1

Number of Lots Proposed: 2 Gross Acreage: 2.32 AC

Title Report Submitted: ☐ YES ☐ NO

OWNER INFORMATION

Owner's Name: Oliverio Davila Telephone: _____

Address: 1604 E. Mile 12 1/2 N Fax: _____

City: Weslaco State: TX Zip: 78599 E-mail: _____

ENGINEER INFORMATION

Name: Altex Engineering Telephone: 956-294-1241

Address: 325 W. 2nd St. Fax: _____

City: Mercedes State: Texas Zip: 78570 E-mail: jalonzo@altexeng.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: NAWSC

☐ YES ☒ NO Wastewater Provision: OSSF

☐ YES ☐ NO Electric Company: _____

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

Proposed subdivision is in the following districts:

☐ YES ☐ NO Drainage District <u>HCDD1</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 mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov**

_____ **\$350.00 Planning Review fee**

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

_____ **Plat Layout**

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

_____ Contours

_____ Flood Zones

_____ Adjoiners

_____ Existing street names

_____ **Drainage plans and calculations with engineer's seal**

_____ Elevations

_____ Flood directional arrows

_____ Detention areas

_____ Street names

_____ **Proof of ownership of the property**

_____ **If septic tank system required, submit soil evaluation report**

_____ **Water Rights associated with the property**

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

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

_____ **Plat Layout**

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

- _____ 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 1/2 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

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: Oliverio Davila

Owner Signature: Oliverio Davila Date: 8/23/23

_____ is the authorized agent

Authorized Agent Signature: [Signature] Date: 10/10/23

Authorized Agent Printed Name: Juan Alonso J-

THIS PAGE FOR STAFF USE ONLY

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

Preliminary Subdivision Review Date: _____

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: Two Points Subdivision

Location: Located at the SW Corner of Mile 12 1/2 N and Mile 4 W.

Legal Description: 2.32 Acre Tract out Lot 9 Blk 174 West and Adams Tract Subdivision

VARIANCE TYPE:

☐ Streetlights ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☒ Sanitary Sewer ☒ YES ☐ NO

Describe in detail the reason for the variance request:

Variance to install OSSF in property. One Lot currently has a septic system. Property is located in City of Weslaco ETJ City Limits and there is no available Sanitary Sewer nearby.

☐ Fire Hydrants ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Drainage ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Minimum Lot Size ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Other _____ ☐ YES ☐ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: Oliverio Davila Telephone: _____

Address: 1604 E. Mile 12 1/2 N Fax: _____

City: Weslaco State: Texas Zip: 78599 E-mail: _____

AUTHORIZATION AND ACKNOWLEDGEMENTS

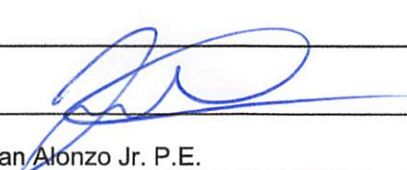
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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: Oliverio Davila

Owner Signature: _____ Date: _____

Juan Alonzo, Altex Engineering is the authorized agent

Authorized Agent Signature:  _____ Date: 2-1-24

Authorized Agent Printed Name: Juan Alonzo Jr. P.E.

TRIP GENERATION WORKSHEET

FOR

TWO POINTS SUBDIVISION

2.32 ACRE TRACT OUT OF LOT 9 BLOCK 174
WEST AND ADAMS TRACT SUBDIVISION
AS RECORDED IN VOL.2 PAGE 34-37, MAP
RECORDS, HIDALGO COUNTY, TEXAS

Prepared for:

OLIVERIO DAVILA

Prepared by:



ALTEX ENGINEERING

DESIGN ♦ PLANNING ♦ MANAGEMENT
TBPE FIRM REGISTRATION NO. F-19737
325 W. 2ND STREET
MERCEDES, TEXAS 78570
PH: (956)792-9305
JALONZO@ALTEXENG.COM

Project No. 22.169

DECEMBER 2022



12-15-22

TRIP GENERATION REPORT
FOR
TWO POINTS SUBDIVISION
(WESLACO, TEXAS)

Two Points Subdivision is located on a 2.32 Ac tract of land out of lot 9, Block 74, of the West and Adams Tract Subdivision in Weslaco, Hidalgo County, Texas. The tract is located at the southwest corner of the intersection of Mile 4 W. Rd. and Mile 12 ½ Rd within the City of Weslaco Extra Territorial Jurisdiction (E.T.J.). The Tract is undeveloped with natural grasses and small single-family residence. The development will consist in a total of 2 residential lots.

The report is based on the Trip Generation, 8th Edition Book (Institute of Traffic Engineers).

Single Family Detached Dwelling (210)

1. - Average Vehicle Trip Ends : 1.02

(Trip Generation, Eighth Edition)

On a weekday, P.M. Peak hour Generator

Directional Distribution: 64% Entering, 36% Exiting

Equation: $\ln(T) = 0.88\ln(x) + 0.62$ where T = peak hour count X = Number of Dwelling Units

$X = 64$ Dwelling Units (Residential Lots)

$$\ln(T) = 0.88\ln(64) + 0.62 \quad T = 4$$

$$T_{enter} = 4(0.64) = 3 \text{ trips/hour}$$

$$T_{exit} = 4(0.36) = 2 \text{ trips/hour}$$

Threshold requirements for a Traffic Impact Analysis Report:

AM/PM PHT* < 100 TPH, TIA not Required

AM/PM PHT* > 100 TPH, TIA Required

PHT* = Peak Hour Trips

Single-Family Detached Housing (210)

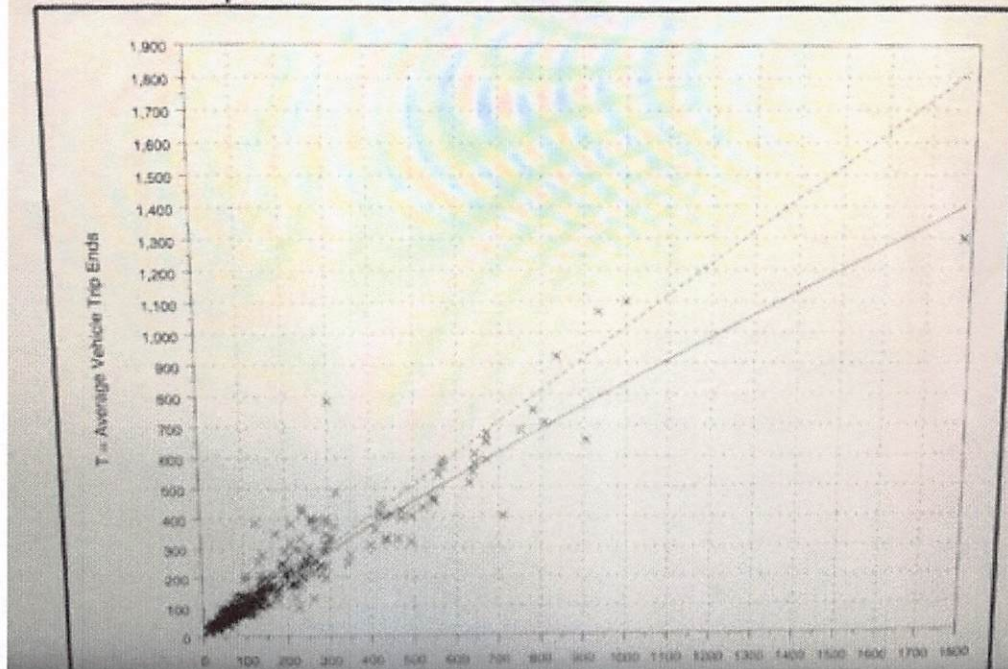
Average Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
P.M. Peak Hour of Generator

Number of Studies: 360
Avg. Number of Dwelling Units: 174
Directional Distribution: 64% entering, 36% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
1.02	0.42 - 2.98	1.05

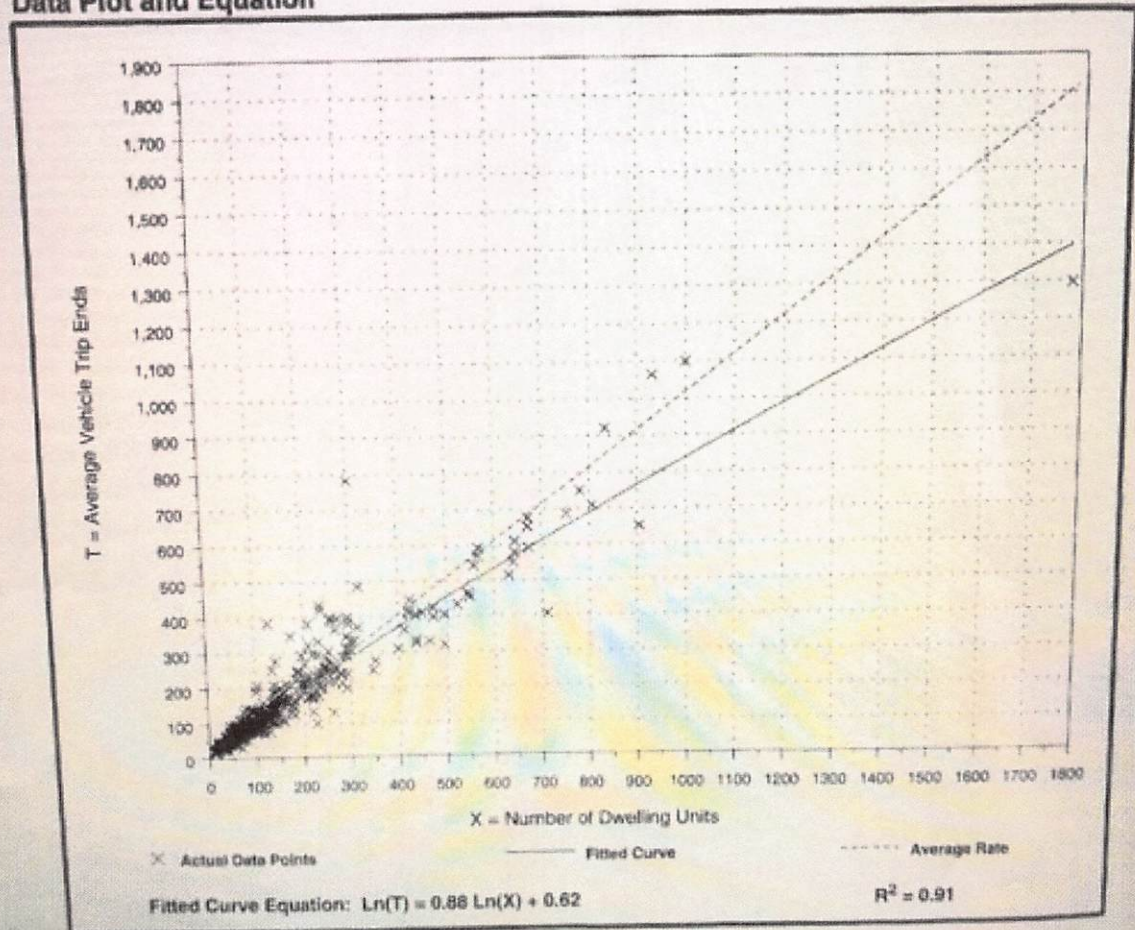
Data Plot and Equation



Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
1.02	0.42 - 2.98	1.05

Data Plot and Equation



PEAK HOUR TRIP RATES FOR COMMON LAND USES

Land Use	Critical Peak Hour	Peak Hour Trip Rate	%Entering %Exiting	ITE Code
Apartments, High Rise	PM	0.35 Per Unit	61/39	222
Apartments, Low Rise	PM	0.58 Per Unit	65/35	221
Automobile Care Center	PM	3.38 Per 1,000 Sq. Ft.	50/50	942
Automobile Parts Sales and Service Center	PM	4.46 Per 1,000 Sq. Ft.	42/58	943
Automobile Sales (New)	PM	2.59 Per 1,000 Sq. Ft.	39/61	841
Bank with ATMs and Drive-Through	PM	27.41 Per Lane	51/49	912
Business Park	AM	1.43 Per 1,000 Sq. Ft.	84/16	770
Car Wash, Self Service	SAT	20.60 Per Wash Stall	50/50	947
Church	SUN	11.76 Per 1,000 Sq. Ft.	50/50	560
Convenience Store	AM	67.03 Per 1,000 Sq. Ft.	50/50	851
Convenience Store with Gas Pumps	PM	59.69 Per 1,000 Sq. Ft.	50/50	853
Day Care Center	PM	12.46 Per 1,000 Sq. Ft.	47/53	565
Discount Store	PM	5.00 Per 1,000 Sq. Ft.	50/50	815
Drinking Place	PM	15.49 Per 1,000 Sq. Ft.	66/34	925
Golf Course	PM	0.30 Per Acre	34/66	430
Hospital	PM	1.14 Per 1,000 Sq. Ft.	42/58	610
Hotel	PM	0.59 Per Room	53/47	310
Industrial Park	PM	0.86 Per 1,000 Sq. Ft.	21/79	130
Industrial, Heavy	AM	0.51 Per 1,000 Sq. Ft.	N/A	120
Industrial, Light	PM	0.97 Per 1,000 Sq. Ft.	12/88	110
Manufacturing	PM	0.73 Per 1,000 Sq. Ft.	36/64	140
Mobile Home Park	PM	0.59 Per Unit	62/38	240
Motel	AM	0.64 Per Room	36/64	320
Movie Theater with Matinee	PM	102.87 Per Screen	58/42	444
Office Building, General	AM	1.55 Per 1,000 Sq. Ft.	88/12	710
Office Building, Medical-Dental	PM	3.46 Per 1,000 Sq. Ft.	27/73	720
Office Building, Single Tenant	AM	1.80 Per 1,000 Sq. Ft.	89/11	715
Office Park	AM	1.71 Per 1,000 Sq. Ft.	89/11	750
Pharmacy, without Drive-through	PM	8.42 Per 1,000 Sq. Ft.	50/50	880
Pharmacy, with Drive-through	PM	10.35 Per 1,000 Sq. Ft.	50/50	881
Quick Lubrication Vehicle Shop	PM	5.19 Per Bay	55/45	941
Recreational Community Center	PM	1.45 Per 1,000 Sq. Ft.	29/71	495
Residential, Multi-Use, Retail Mixed Development (PUD)	PM	0.62 Per Unit	65/35	270
Residential, Single Family	PM	1.01 Per Unit	63/37	210
Restaurant, Fast-Food (with Drive-Through)	AM	49.36 Per 1,000 Sq. Ft.	51/49	934
Restaurant, High Turnover	PM	18.49 Per 1,000 Sq. Ft.	63/37	932
School, Elementary	AM	0.45 Per Student	55/45	520
School, High	AM	0.42 Per Student	69/31	530
School, Middle/Junior High	AM	0.54 Per Student	55/45	522
Service Station, with Convenience Market (with Car Wash)	PM	13.94 Per Fueling Position	50/50	946
Service Station, with Convenience Market (without Car Wash)	PM	13.38 Per 1,000 Sq. Ft.	50/50	945
Shopping Center	SAT	4.89 Per 1,000 Sq. Ft.	48/52	820
Specialty Retail Center	PM	2.71 Per 1,000 Sq. Ft.	44/56	814
Supermarket	PM	11.85 Per 1,000 Sq. Ft.	51/49	850
Video Rental	PM	13.60 Per 1,000 Sq. Ft.	46/54	896
Warehousing, General	PM	0.32 Per 1,000 Sq. Ft.	25/75	150
Warehousing, Mini	PM	0.26 Per 1,000 Sq. Ft.	51/49	151

These are some of the values from the 8th Edition ITE Manual - Refer to ITE for additional trip rates

NON-TECH CONSTRUCTION SITE EVALUATION FORM

COUNTY-CAMERON

APPLICANT INFORMATIONNAME DAVILA, OLIVERIOMailing Address: 1604 E. MILE 12 1/2 N. RDCity: WESLACO, TX.

Zip: _____

Phone: 956/358/3939**SITE EVALUATOR INFORMATION**Name: ROBERT CABALLEROPhone: 956/358/3939**PROPERTY INFORMATION**Lot: 9 Block: 147 Section/Phase: _____Subdivision: WEST & ADAMS NE. 3.08 AC. NE5.58 AC LOT 9-BLK. 147NOT LEGAL DESCRIPTION (DIRECTIONS): SWEST CORNER OF E. MILE 12 1/2 N & N. MILE 4 W 10'**INSTALLER =**Name: ROBERT CABALLEROPhone: 956/358/3939**Schematic of Lot or Tract**

Show:

- compass North, adjacent streets, property lines, property dimensions, location of buildings, easements, swimming pools, water lines, and other structures where known
- location of existing or proposed water wells on property or within 100' of proposed absorption or irrigation area.
- indicate slope or provide contour lines from the structure to the farthest location of proposed absorption or irrigation area.
- location of soil boring/dug pits (show location with respect to known reference points).
- location of natural, constructed, or proposed drainage ways, bodies of water (streams, ponds, lakes, rivers, high tide area, etc.), water impoundments, cut or fill bank, sharp slopes and breaks

Lot Size: 3.08 Acres

Site Drawing

scale: 1" = NDTs (not drawn to scale)

SEE ATTACHED
SHEET

Based on this site evaluation, the following disposal types may be utilized:



Conventional
GRAVEL/ TRENCH
Graveless



Leaching Chamber

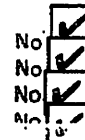
SLOPE 0 to 1%

FEATURES OF SITE AREA

I hereby certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

Presence of 100-year flood zone

Yes



Presence of adjacent ponds, streams, or water

Yes

impoundments Existing or proposed water well within 100'

Yes

Organized sewerage available to lot or tract

Yes

Site Evaluator Signature: Robert CaballeroLicense #: OS29754Date: 8/10/2023

CON-TECH CONSTRUCTION

SITE & SOIL EVALUATION

CAMERON COUNTY

Owner: DAVILA OLIVERIOProperty Location: 1604 E. MILE 12 1/2 N. RD.DATE 8/10/2023Site Evaluator: Robert CaballeroProposed Excavation Depth: 2'

Requirements:

- At least two soil excavations must be performed on the site, at upper and lower elevations and spanning the area of the proposed disposal area.
- Location of the soil boring or dug pits must be performed to a depth of at least two feet below the proposed excavation depth, or to restrictive horizon. For surface disposal, the surface horizon must be evaluated.
- Describe each soil horizon and identify any restrictive features on the form. Indicate the depths of the features.

Soil Boring Number: <u>1</u> SOIL CLASS = <u>III</u> SANDY CLAY LOAM					
Depth (inches)	Texture & Classification	Drainage (Mottles/Water Table)	Restrictive Horizon	Gravel Analysis	Observations/Notes
0" <u>Silty</u>	CLASS III SANDY LOAM	NONE	NONE	N/A	NONE
12" <u>Silty</u>					
24" <u>Silty</u>					
36" <u>Silty</u>					
48" <u>Silty</u>	CLASS III SANDY CLAY LOAM				
60" <u>Silty</u>					
72" <u>Silty</u>					
Soil Boring Number: <u>2</u> SOIL CLASS = <u>III</u> SANDY CLAY LOAM					
Depth (inches)	Texture & Classification	Drainage (Mottles/Water Table)	Restrictive Horizon	Gravel Analysis	Observations/Notes
0" <u>Silty</u>	CLASS II SANDY CLAY LOAM	NONE	NONE	N/A	NONE
12" <u>Silty</u>					
24" <u>Silty</u>					
36" <u>Silty</u>					
48" <u>Silty</u>					
60" <u>Silty</u>	CLASS II SANDY CLAY LOAM				
72" <u>Silty</u>					

I hereby certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

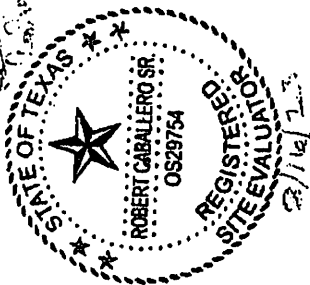
Site Evaluator Name: ROBERT CABALLERO SR.
(printed)Signature: Robert CaballeroDate: 8/10/2023Site Evaluator License #: OS29754

E. MILE 12 1/2 N.

N. MILE 4 W RD.

1.0 ACRE

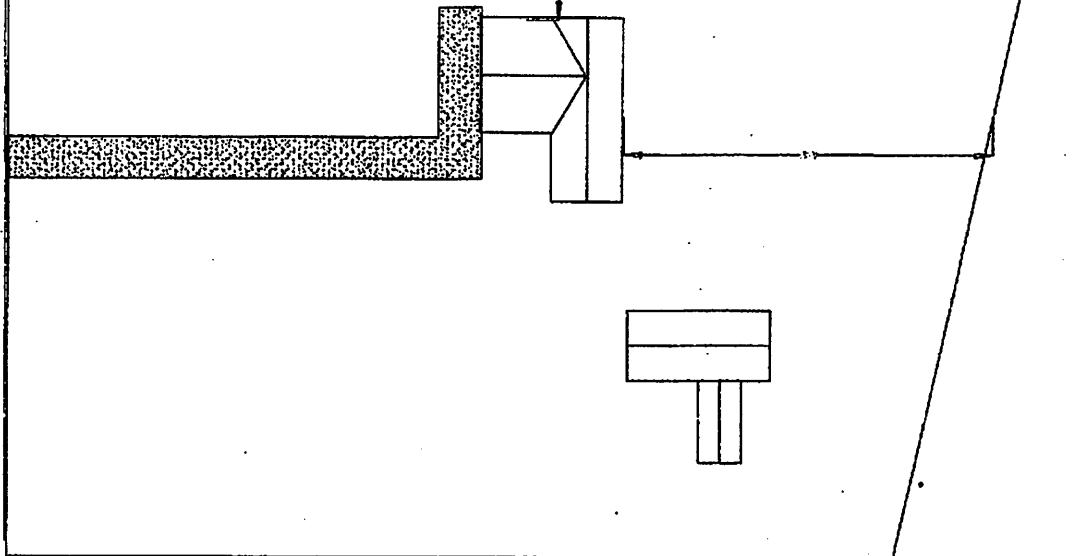
SITE EVALUATOR=
ROBERT C. BAILLERO
17301 RIO RANCHO RD.
HARLINGEN, TX. 78352
TCEQLICH#OS29754
(956)358/3939



B.H.#1

B.H.#2

OWNER=DAVILA, OLIVERIO
SITE ADDRESS=1604 E. MILE 12 1/2 NORTH RD.
LEGAL=WEST & ADAMS NE 3.08 AC.-NE 5.58 AC.
LOT 9, BLK 147



DRAINAGE REPORT

FOR

TWO POINTS SUBDIVISION

**2.32 ACRE TRACT OUT OF LOT 9 BLOCK 174
WEST AND ADAMS TRACT SUBDIVISION
AS RECORDED IN VOL.2 PAGE 34-37, MAP
RECORDS, HIDALGO COUNTY, TEXAS**

Prepared for:

OLIVERIO DAVILA

Prepared by:



ALTEX ENGINEERING

**DESIGN ♦ PLANNING ♦ MANAGEMENT
TBPE FIRM REGISTRATION NO. F-19737
325 W.2ND STREET
MERCEDES, TEXAS 78570
PH: (956)294-1241
JALONZO@ALTEXENG.COM**

Project No. 22.169

September 2023



[Handwritten Signature] 9/11/23

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B. FLOOD PLAIN.....	1
C. SOIL CONDITIONS.....	1
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EXHIBITS

EXHIBIT "A" - LOCATION MAP

EXHIBIT "B" - FIRM ZONE DESIGNATION MAP

EXHIBIT "C" - SOILS SURVEY MAP

EXHIBIT "D" - RUNOFF COEFFICIENTS

EXHIBIT "E" - DRAINAGE CALCULATIONS

EXHIBIT "F" - CROSS-SECTION OF DETENTION POND

EXHIBIT "G" - AERIAL OF USGS MAP

EXHIBIT "H" - SUBDIVISION PLAT w/DRAINAGE LAYOUT & PROFILE OF EXISTING ROADSIDE
DITCH

DRAINAGE REPORT FOR TWO POINTS SUBDIVISION

A. PROJECT LOCATION

Two Points Subdivision is located on a 2.32 Acre tract of land out Lot 9 Block 74, of the West and Adams Tract Subdivision. The tract is located at southwest corner of the intersection of Mile 4 W Rd and Mile 12 ½ Rd within the City of Weslaco Extra Territorial Jurisdiction (E.T.J.). The tract is undeveloped with natural grasses and a small single-family residence.

B. FLOOD PLAIN

The subject tract predominantly lies in "Zone X-Unshaded", areas to be outside of the 500 year flood plain, in accordance with F.E.M.A.-F.I.R.M. Community Panel No. 480334 0450 C, Map Revised: June 6,2000 (Refer to Exhibit B).

C. SOIL CONDITIONS

A review of the Soil Survey of Hidalgo County (Refer to exhibit C) indicates the subject tract lies in an area of soil consisting of Brennan Fine Sandy Loam (3,D,SM-SC,) and Hidalgo Fine Sandy Loam (25,B,SM-SC) (that have moderately well drained properties.

(28) Hidalgo Sandy Clay Loam, 0 to 1 percent slopes (28,B,CL):

The Hidalgo Sandy Clay Loam, consists of a dark grayish brown surface layer, calcerous. The soil is well drained, surface runoff is slow. Permeability is moderate.

(70)Willacy Fine Sandy Loam, 0 to 1 percent slopes (70, B, SC,SM-SC):

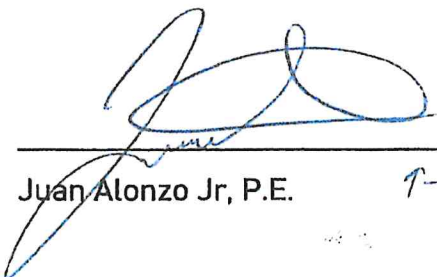
The Willacy Fine Sandy loam, consists of a dark grayish brown fine sandy loam about 14 inches thick. The soil is well drained, surface runoff is medium, and permeability is moderate.

D. EXISTING CONDITIONS

The subject tract is predominantly undeveloped with only a single story residence and natural grasses present. The existing terrain has a level grade. Existing runoff from the site is by form of sheet flow that gently runs towards the northeastern portion of the property. For the existing 10 year storm, the water runoff of this site is 3.46 cfs.

E. PROPOSED CONDITIONS

The proposed conditions for this subdivision will be for development in (Two) 2 residential lots. The lots will be an average size of about 0.85 Acre each. The total contributing 50 year developed storm water discharge of the site will be 6.10 cfs (Refer to Exhibit E), an increase of 2.64 cfs from the existing conditions. The total increased flow of this subdivision to the existing drainage district facilities is a total of 2,631 cf (0.0604 Ac-ft) (See Exhibit E). Each lot will have a drainage swale that combined both swales will detain a capacity of 2,770 cf (0.0635 Ac-ft). A drainage easement will be constructed that would detain the runoff created by the developed lots. The drainage swale will discharge runoff waters into the existing drainage swale located on the north side of the property via an 8" bleeder pipe. Water from the drainage swale will flow in a northerly direction flowing via the borrow ditch located along west ROW of Mile 4 for a length of approximately 1,600 feet ultimately discharging into Ditch segment 10C (0555), maintained by HCDD1. Additionally, lot owners must maintain their portion of drainage swale. The drainage swale easement must be kept clear of any buildings, fences, large trees that could impede the flow of storm water.



Juan Alonzo Jr, P.E.

7-11-23



☐ REJECTED	☒ APPROVED FOR SUBMITTAL
☒ TO H.C. PLANNING DEPT.	☒ TO CITY
☐ DISCHARGE PERMIT REQUIRED	☐ DISTRICT FACILITY
☐ CITY FACILITY	☐ OTHER
H.C.D.D. NO. 1	
DATE 9-26-23	

EXHIBIT A

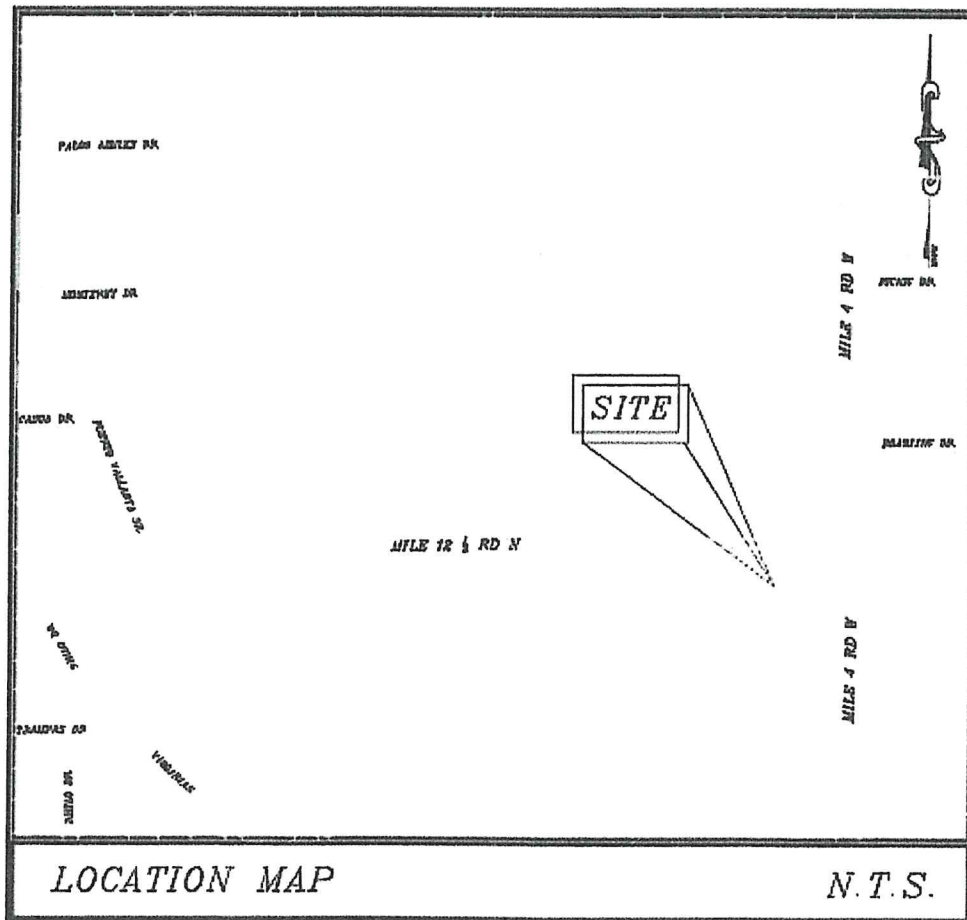
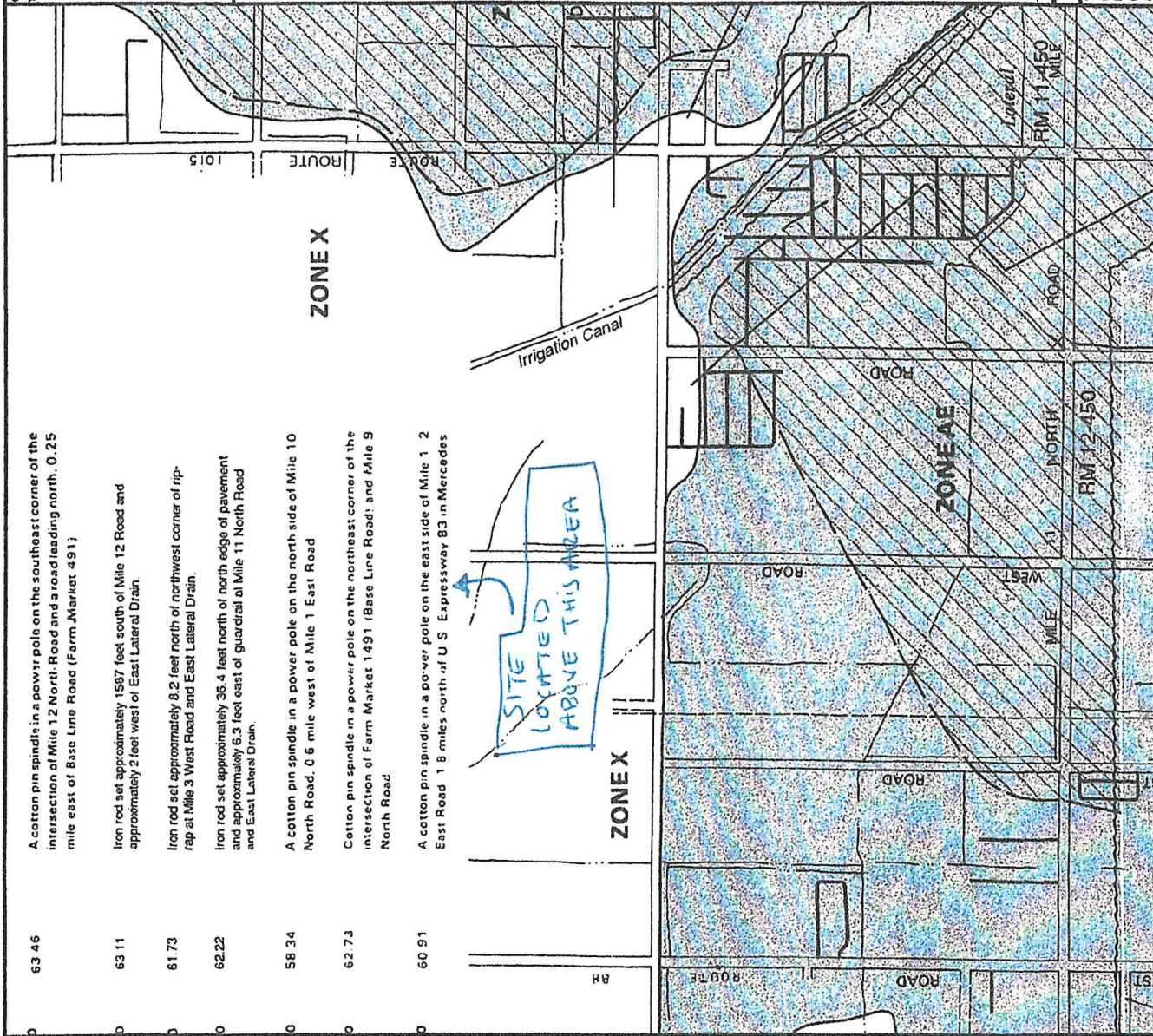


EXHIBIT B

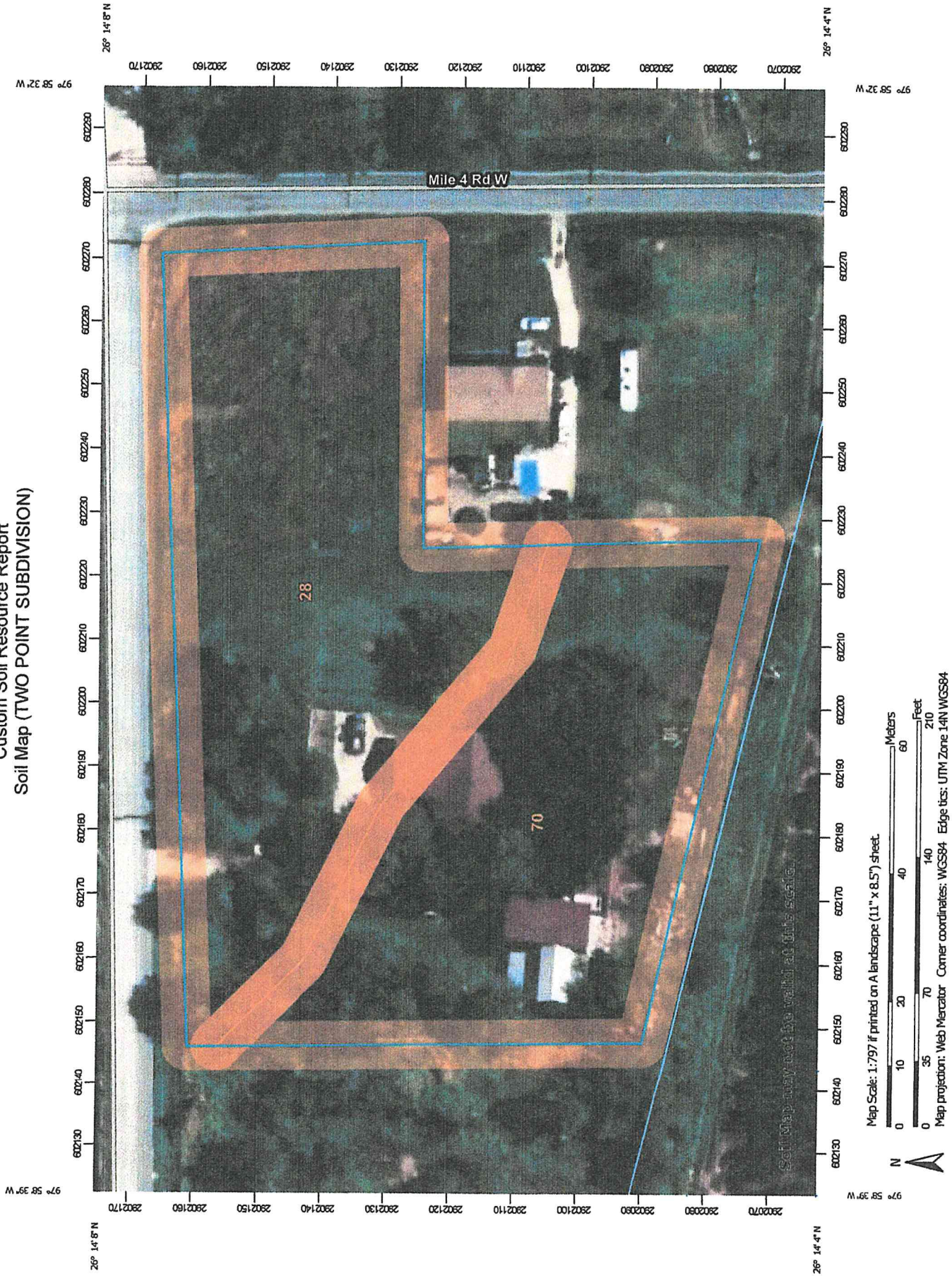
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EXHIBIT C

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Custom Soil Resource Report Soil Map (TWO POINT SUBDIVISION)



MAP LEGEND

MAP INFORMATION

Area of Interest (AOI)	
	Area of Interest (AOI)
Soils	
	Soil Map Unit Polygons
	Soil Map Unit Lines
	Soil Map Unit Points
Special Point Features	
	Blowout
	Borrow Pit
	Clay Spot
	Closed Depression
	Gravel Pit
	Gravelly Spot
	Landfill
	Lava Flow
	Marsh or swamp
	Mine or Quarry
	Miscellaneous Water
	Perennial Water
	Rock Outcrop
	Saline Spot
	Sandy Spot
	Severely Eroded Spot
	Sinkhole
	Slide or Slip
	Sodic Spot

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 20, Sep 13, 2021

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 (TWO POINT SUBDIVISION)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	1.1	55.3%
70	Willacy fine sandy loam, 0 to 1 percent slopes	0.9	44.7%
Totals for Area of Interest		2.1	100.0%

Map Unit Descriptions (TWO POINT SUBDIVISION)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate

Custom Soil Resource Report

pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Hidalgo County, Texas

28—Hidalgo sandy clay loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2sxxv
Elevation: 20 to 500 feet
Mean annual precipitation: 20 to 27 inches
Mean annual air temperature: 72 to 74 degrees F
Frost-free period: 300 to 365 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Hidalgo and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hidalgo

Setting

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous loamy alluvium

Typical profile

Ap - 0 to 17 inches: sandy clay loam
Bk1 - 17 to 28 inches: sandy clay loam
Bk2 - 28 to 38 inches: clay loam
Ck - 38 to 80 inches: clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 35 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 10.0
Available water supply, 0 to 60 inches: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 1
Land capability classification (nonirrigated): 2c
Hydrologic Soil Group: B
Ecological site: R083DY019TX - Gray Sandy Loam
Hydric soil rating: No

Custom Soil Resource Report

Minor Components

Raymondville

Percent of map unit: 7 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY025TX - Clay Loam
Hydric soil rating: No

Racombes

Percent of map unit: 6 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY025TX - Clay Loam
Hydric soil rating: No

Willacy

Percent of map unit: 2 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

70—Willacy fine sandy loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: dbmp
Elevation: 30 to 750 feet
Mean annual precipitation: 26 to 34 inches
Mean annual air temperature: 72 to 73 degrees F
Frost-free period: 270 to 365 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Willacy and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Willacy

Setting

Landform: Delta plains
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Loamy alluvium

Custom Soil Resource Report

Typical profile

H1 - 0 to 14 inches: fine sandy loam

H2 - 14 to 72 inches: sandy clay loam

Properties and qualities

Slope: 0 to 1 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: Negligible

*Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)*

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 10 percent

Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0

Available water supply, 0 to 60 inches: High (about 9.6 inches)

Interpretive groups

Land capability classification (irrigated): 1

Land capability classification (nonirrigated): 2c

Hydrologic Soil Group: B

Ecological site: R083DY023TX - Sandy Loam

Hydric soil rating: No

Minor Components

Unnamed

Percent of map unit: 15 percent

Hydric soil rating: No

EXHIBIT D

Runoff Coefficients "c"	
Agricultural and, unimproved Areas	0.3
Parks and Improved Open Areas	0.4
Residential (>1acre lots)	0.40
Residential (1/2 acre lots)	0.55
Residential (1/4 acre lots)	0.6
Residential (1/8 acre lots)	0.65
Multi-Family (Low density MF-1)	0.65
Multi-Family (Medium and Medium-High Density MF-2 and MF-3)	0.85
Commercial, Industrial, and Business	0.85
Asphalt	0.9

EXHIBIT E

Drainage Calculations

10 Year Pre Developed Conditions:
Total Area: 2.32 Acres- 0.62 Acres (R.O.W. Dedication)=1.70

Item	Coefficient	Area (acres)
Grass	0.23	1.508
Building/Roofs & Concrete	0.95	0.192
Caliche	0.50	0.00
Total		1.70

*Weighted Coefficient Runoff = ((1.508 * 0.23) + (0.192 * 0.95)) / 1.70 = 0.311*

Weighted "C"=0.311

Existing Tc

$$t_{sh} = \frac{0.007(n_{ol}L_{sh})^{0.8}}{(P_2)^{0.5}S_{sh}^{0.4}}$$

Nol=0.015 (grass)

Lsh=100ft

P2=3.3 (2yr-24hr rainfall)

Ssh= 0.012ft/ft

tsh=0.1973hrs

$$t_{sc} = \frac{L_{sc}}{3600KS_{sc}^{0.5}}$$

Lsc=188ft

K=16.13 (unpaved)

Ssc=0.0096ft/ft

tsc=0.03304 hrs

Tc=tsh + tsc = 0.230 hrs (13.82 minutes) * use Tc=14 minutes



Rainfall Intensity-Duration-Frequency Coefficients for Texas

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

1. Select English or SI Units

English

2. Select or Enter a County

Hidalgo

3. Enter a Time of Conc.

Select Units

14

min

Coefficient	50% (2-year)	20% (5-year)	10% (10-year)	4% (25-year)	2% (50-year)	1% (100-year)
e	0.8645	0.8647	0.8599	0.8572	0.8613	0.8619
b (in.)	72.40	100.21	116.24	140.47	170.66	201.07
d (min)	12.92	13.90	14.33	15.32	16.71	18.00
Intensity (in./hr)	4.20	5.64	6.55	7.76	9.94	10.14

$$I = \frac{b}{(t_c + d)^e}$$

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

Coefficient "c"	Intensity "I"-10 yr	Area "A" Ac	TOTAL CFS "Q"
0.311	6.55	1.70	3.46 CFS

50 Year Post Developed Conditions:

LOT 1

Item	Coefficient	Area (acres)
Grass	0.23	0.868
Building/Roofs & Concrete	0.95	0.192
Caliche	0.50	0.00
Total		1.06

$$\text{Weighted Coefficient Runoff} = (0.868 * 0.23) + (0.192 * 0.95) + / 1.06 = 0.360$$

$$\text{Weighted "C"} = 0.360$$

LOT 2

SINGLE FAMILY RESIDENTIAL STRUCTURE (2700 SQFT & 2000 SF CONCRETE DRIVEWAY)

Item	Coefficient	Area (acres)
Grass	0.23	0.522
Building/Roofs & Concrete	0.95	0.108
Caliche	0.50	0.00
Total		0.63

$$\text{Weighted Coefficient Runoff} = (0.522 * 0.23) + (0.108 * 0.95) + / 0.63 = 0.353$$

$$\text{Weighted "C"} = 0.353$$

WEIGHTED "C": 0.356

Proposed Tc

use Tc=10 minutes, (Developed Conditions)

Rainfall Intensity-Duration-Frequency Coefficients for Texas

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

1. Select English or SI Units

English

2. Select or Enter a County

Hidalgo

3. Enter a Time of Conc.

Select Units

10 min

Coefficient	50% (2-year)	20% (5-year)	10% (10-year)	4% (25-year)	2% (50-year)	1% (100-year)
e	0.8645	0.8647	0.8599	0.8572	0.8613	0.8619
b (in.)	72.40	100.21	116.24	140.47	170.66	201.07
d (min)	12.92	13.90	14.33	15.32	16.71	18.00
Intensity (in./hr)	4.83	6.44	7.47	8.80	10.08	11.38

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

$$I = \frac{b}{(t_c + d)^e}$$

Coefficient "c"	Intensity "I"-50 yr	Area "A" Ac	TOTAL CFS "Q"
0.356	10.08	1.70	6.11 CFS

Detention Calculations						
Duration (minutes)	I50year (in./hr.)	Q in (c.f.s.)	Vol. in (c.f.)	Qout (c.f.s.)	Vol. out (c.f.)	Storage (c.f.)
5	12.05	7.29	2,187	3.46	1,557	630
10	10.08	6.10	3,659	3.46	2,076	1,583
15	8.69	5.26	4,735	3.46	2,595	2,140
20	7.66	4.64	5,565	3.46	3,114	2,451
25	6.86	4.15	6,232	3.46	3,633	2,599
30	6.23	3.77	6,783	3.46	4,152	2,631
35	5.70	3.45	7,250	3.46	4,671	2,579
40	5.27	3.19	7,653	3.46	5,190	2,463
45	4.90	2.96	8,005	3.46	5,709	2,296
50	4.58	2.77	8,317	3.46	6,228	2,089
55	4.30	2.61	8,597	3.46	6,747	1,850
60	4.06	2.46	8,849	3.46	7,266	1,583
65	3.85	2.33	9,079	3.46	7,785	1,294
70	3.65	2.21	9,290	3.46	8,304	986
75	3.48	2.11	9,484	3.46	8,823	661
80	3.33	2.01	9,665	3.46	9,342	323
85	3.19	1.93	9,832	3.46	9,861	(29)
90	3.06	1.85	9,989	3.46	10,380	(391)
95	2.94	1.78	10,136	3.46	10,899	(763)
100	2.83	1.71	10,275	3.46	11,418	(1,143)
105	2.73	1.65	10,406	3.46	11,937	(1,531)
110	2.64	1.60	10,530	3.46	12,456	(1,926)

LOT 1 & 2 DETENTION REQUIREMENTS:

Detention Pond Dimensions							
Flow Line	Cross Sect.		Volume	Slope	Top		
Width	Depth		Width	Length	(outer)	Volume	
W1	H	S	W2	L2	V2	V	
(ft)	(ft)		(ft)	(ft)	(cf)	(cf)	
6.0	1.0	1.0	8.0	250.0	1750.0	1750.0	DETENTION LOT 1
5.0	1.0	1.0	7.0	170.0	1020.0	1020.0	DETENTION LOT 2
					TOTAL	2770.0	

NOTE: REFER TO EXHIBIT F FOR CROSS SECTION OF DETENTION POND

Orifice Equation: $Q = C_d \cdot A \cdot ((2 \cdot g \cdot h)^{1/2})$

Cd (coefficient discharge) =

0.6

A (area of 8" pipe) =

0.35 ft²

g (gravity) =

32.2 ft/s²

h (height of pond) =

1 ft

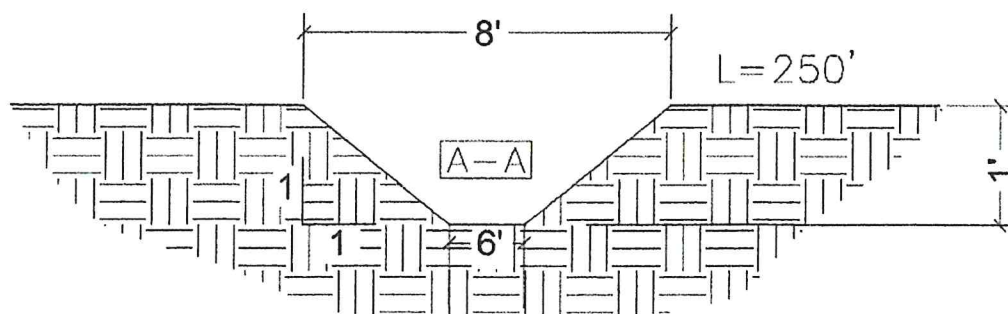
Q (flow) =

1.69 cfs

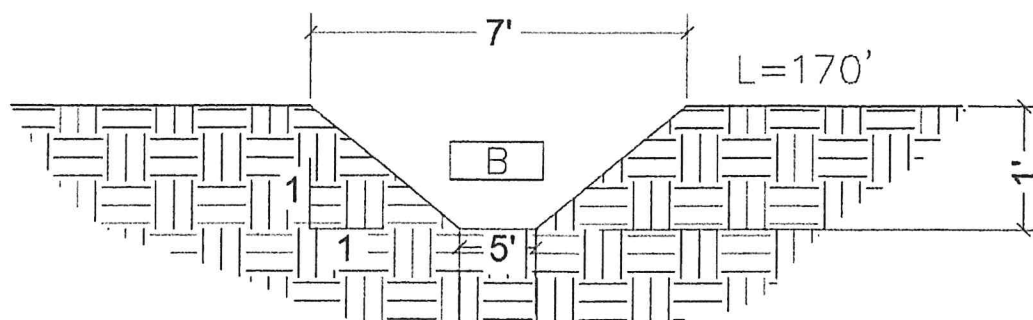
EXHIBIT F

CROSS SECTION OF DETENTION POND

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(A-1) CROSS-SECTION OF DETENTION POND
SCALE: N.T.S.



(B-1) PROPOSED DETENTION POND DETAIL
SCALE: N.T.S.

EXHIBIT G



EXHIBIT H

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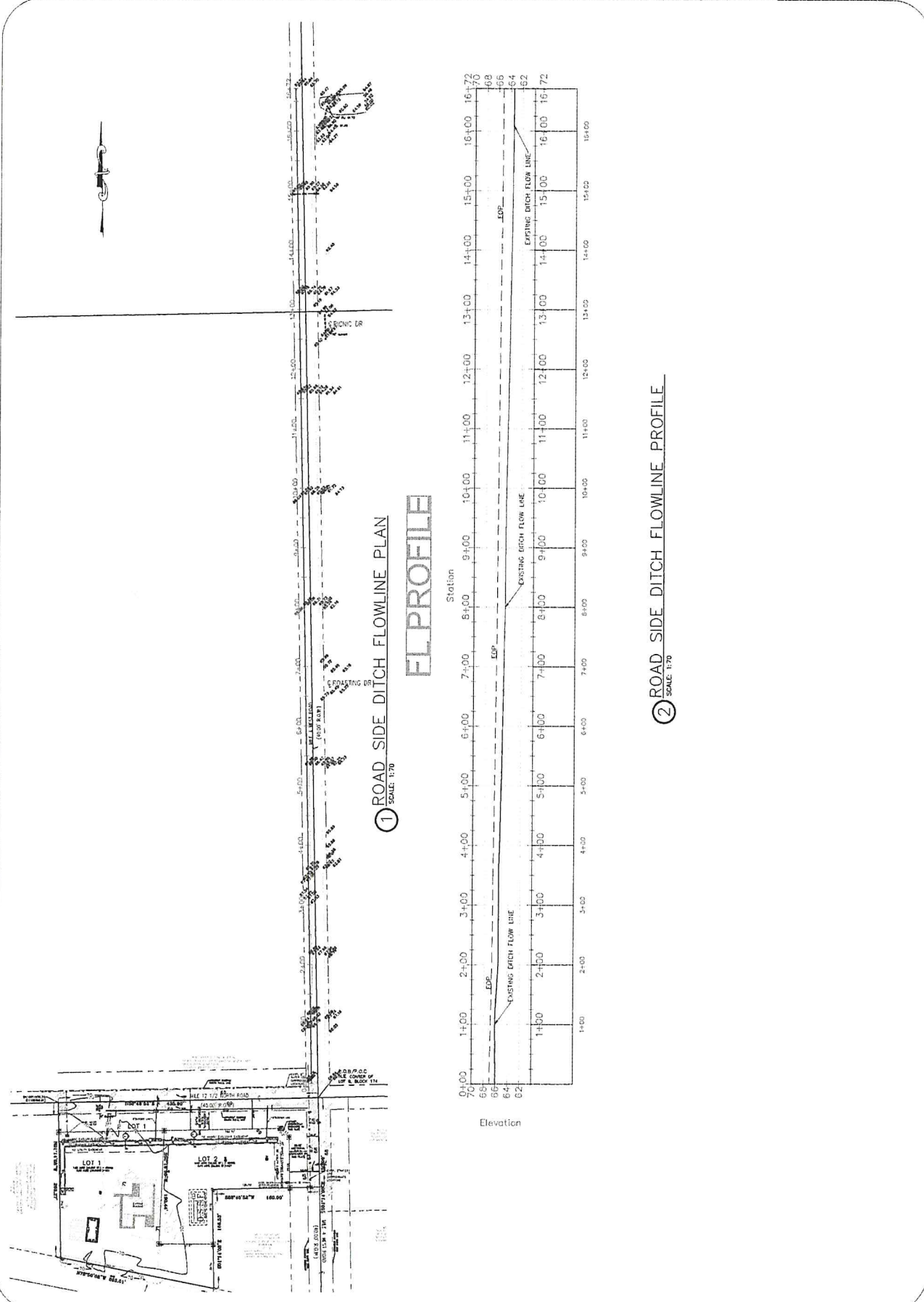


DATE: SEP. 13, 2023
 REVISION:

PROJECT: #22169
 TWO POINTS SUBDIVISION
 HIDALGO COUNTY, TEXAS

ROADSIDE DITCH FLOW LINE ALIGNMENT
 C-1

NOTE: COPYRIGHT 2022



Preliminary Plat

Two Points

Legend

 Two Points

Mile 12 1/2 N Rd

N Mile 4 W

Google Earth

Image © 2024 Airbus



500 ft



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-220	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and re-consideration for the Final Plat with the variance request 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.)			
Background: Vittoria was approved by City Commission on June 20, 2023. Applicant is requesting a variance to allow for a 15' front setback and has altered some of the lots and shifted some of the streets.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat and the variance request at their regular meeting of March 6, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval on the Final Plat and compliance with ordinance on the variance request.			
Attachments, if any: Vittoria- Memo, Vittoria subd- variance only, Vittoria Aerial, vittoria plat			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Vittoria- Final Plat

DATE: March 7, 2024

The proposed use for the 77-lot will have five (5) commercial lots along Frontage Road and 72 lots private subdivision is for apartment/duplex type use and is located inside the city limits of Weslaco. Final plat and variance to allow for a 10 ft rear setback was approved by City Commission on June 20, 2023. The subdivision will be provided with water by NAWSC and sanitary sewer by the City of Weslaco. The developer is requesting a variance to allow for a 15' front setback and has altered some of the lots and shifted some of the streets. The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR SUBDIVISION VARIANCE

VAR-000601-2024

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: Vittoria Subdivision

Location: Northeast corner of Pike Road and Midway Road

Legal Description: A 42.18 acre tract of land out of Farm Tract 165 and 166, 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:

Lots 23, 36, 47 and 61 are for 8 apartment units each. Due to Texas Gas Service 30.0' easement and to comply with required parking,
we are proposing front minimum building setback of 15.0'.

☐ Drainage ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Minimum Lot Size ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Other _____ ☐ YES ☒ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: Vittoria Investments, LLC Telephone: _____
Address: 4900 N. 10th Suite B8 Fax: _____
City: McAllen State: TX Zip: 78504 E-mail: egamba@troyocg.net

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature: _____ Date: 02/06/24

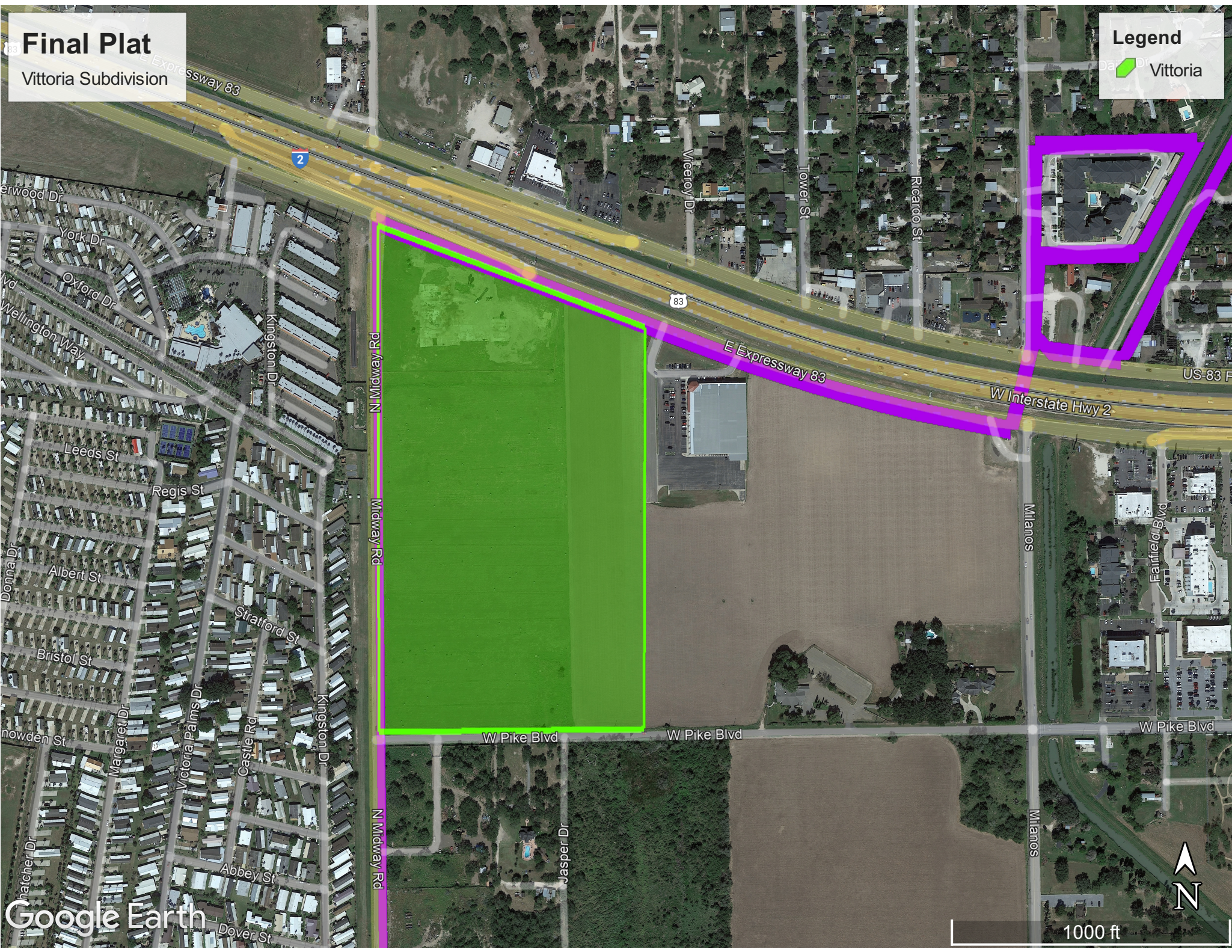
Authorized Agent Printed Name: Eduardo Gamba

Final Plat

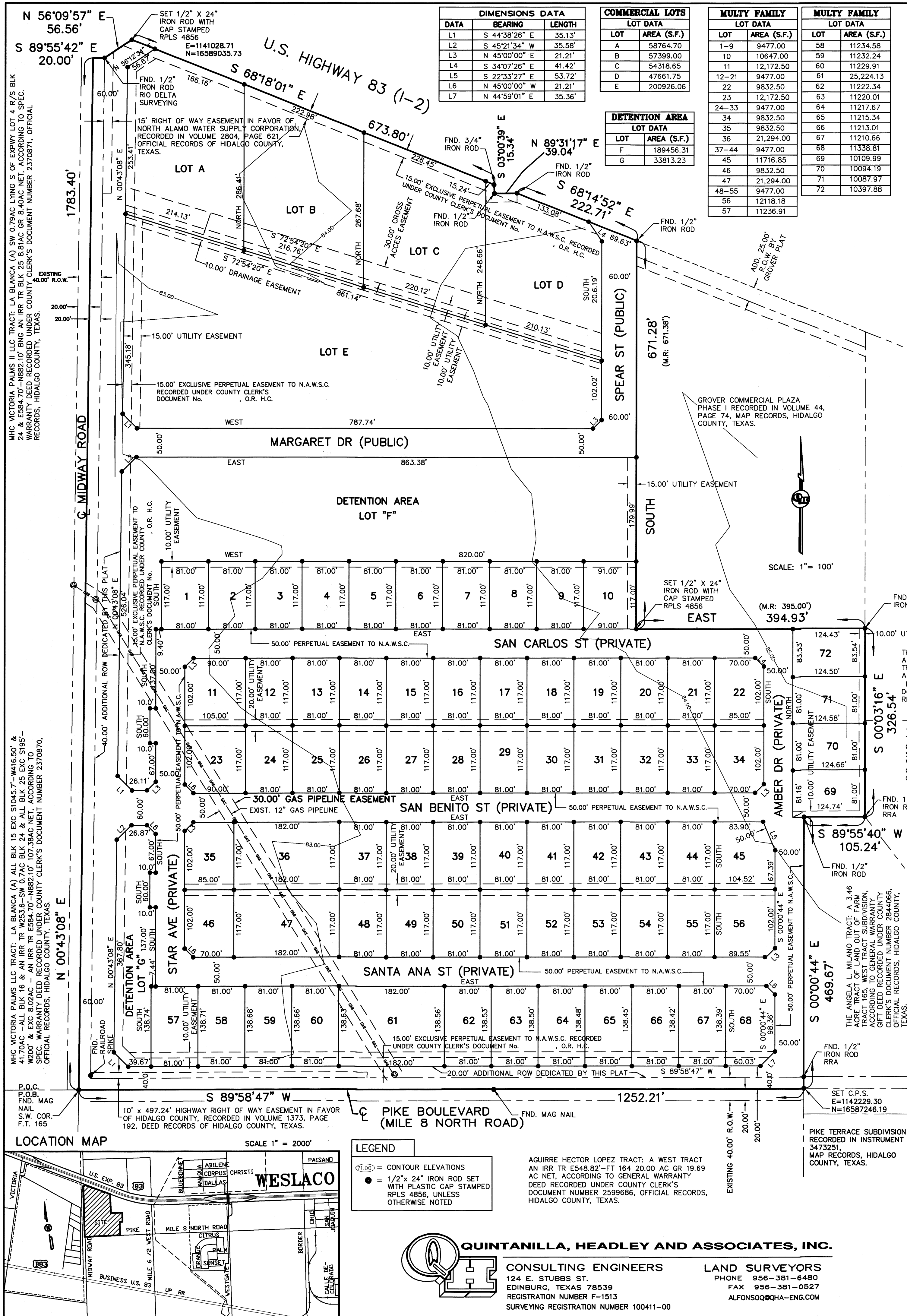
Vittoria Subdivision

Legend

 Vittoria



Google Earth



VITTORIA SUBDIVISION

A 42.18 ACRE TRACT OF LAND OUT OF FARM TRACTS 165 AND 166, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3269698 AND WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3300467, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 42.18 ACRE TRACT OF LAND OUT OF FARM TRACTS 165 AND 166, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3269698 AND WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3300467, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A MAG NAIL FOUND AT THE INTERSECTION OF THE CENTERLINES OF MIDWAY ROAD AND PIKE BLVD. (MILE 8 NORTH ROAD) FOR THE SOUTHWEST CORNER OF FARM TRACT 165 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 00°43'08" E, ALONG THE WEST LINE OF FARM TRACT 165 AND THE CENTERLINE OF MIDWAY ROAD, A DISTANCE OF 1,783.40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. EXPRESSWAY 83 (I-2) FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE: S 89°55'42" E, ALONG THE SOUTH RIGHT OF WAY LINE OF U.S. EXPRESSWAY 83 (I-2), A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RIO DELTA SURVEYING FOUND ON THE EAST RIGHT OF WAY LINE OF MIDWAY ROAD FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE: N 56°09'57" E, ALONG THE SOUTH RIGHT OF WAY LINE OF U.S. EXPRESSWAY 83 (I-2), A DISTANCE OF 56.56 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE: S 68°18'01" E, ALONG THE SOUTH RIGHT OF WAY LINE OF U.S. EXPRESSWAY 83 (I-2), A DISTANCE OF 673.80 FEET TO A 3/4" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE: N 89°31'17" E, ALONG THE SOUTH RIGHT OF WAY LINE OF U.S. EXPRESSWAY 83 (I-2), A DISTANCE OF 39.04 FEET TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE: S 68°14'52" E, ALONG THE SOUTH RIGHT OF WAY LINE OF U.S. EXPRESSWAY 83 (I-2), A DISTANCE OF 222.71 FEET TO 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF GROVER COMMERCIAL PLAZA PHASE I (RECORDED IN VOLUME 44, PAGE 74, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE: SOUTH, ALONG THE WEST LINE OF GROVER COMMERCIAL PLAZA PHASE I, A DISTANCE OF 671.28 FEET (MAP RECORD: 671.38 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF GROVER COMMERCIAL PLAZA PHASE I AND AN INTERIOR CORNER OF THIS TRACT.

THENCE: EAST, ALONG THE SOUTH LINE OF GROVER COMMERCIAL PLAZA PHASE I, A DISTANCE OF 394.93 FEET (MAP RECORD: 395.00 FEET) TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF THE ELISA M. RAMON TRACT (A 5.349 ACRE TRACT OF LAND OUT OF FARM TRACT 162, WEST TRACT SUBDIVISION, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3317300, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE: S 00°03'16" E, ALONG THE WEST LINE OF THE ELISA M. RAMON TRACT AND THE WEST LINE OF THE ANGELA L. MILANO AND EMIL MILANO TRACT (A 9.605 ACRE OUT OF FARM TRACT 162, WEST TRACT SUBDIVISION, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2844066 AND GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3325520, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 326.54 FEET TO A 1/2" IRON ROD WITH CAP RRA FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE: S 89°55'40" W, ALONG THE WEST LINE OF THE ANGELA L. MILANO AND EMIL MILANO TRACT, A DISTANCE OF 105.24 FEET TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE: S 00°00'44" E, ALONG THE WEST LINE OF THE ANGELA L. MILANO TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RRA FOUND AT 449.67 FEET FOR THE NORTH RIGHT OF WAY LINE OF PIKE BLVD. (MILE 8 NORTH ROAD), A TOTAL DISTANCE OF 449.67 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF FARM TRACT 165 AND IN THE CENTERLINE OF PIKE BLVD. (MILE 8 NORTH ROAD) FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: S 89°58'47" W, ALONG THE SOUTH LINE OF FARM TRACT 165 AND THE CENTERLINE OF PIKE BLVD. (MILE 8 NORTH ROAD), A DISTANCE OF 1,252.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 42.18 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH GROVER COMMERCIAL PLAZA PHASE I, RECORDED IN VOLUME 44, PAGE 74, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS COUNTY OF HIDALGO

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



ALFONSO QUINTANILLA
R.L.S. No. 4856

7-26-2022
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following: longer.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is

IN WITNESS WHEREOF the said Grantor executed this instrument this _____ day of _____ 20____.

EDUARDO GAMBA
VITTORIA INVESTMENTS, LLC
4900 N. 10TH STREET STE B8
MCALLEN, TEXAS 78504

18- A 6.00 FOOT BUFFER FENCE ABIDING TO CITY ORDINANCES, ON DRAIN DITCH SIDE SHALL BE CONSTRUCTED AT TIME OF SUBDIVISION CONSTRUCTION

19- DETENTION POND LOT "F" & "G" TO BE MAINTAINED BY LOT OWNERS/HOMEOWNERS ASSOCIATION.

20- STREETLIGHT MUST BE LOCATED EVERY 300 FEET.

21- ALL DRAINAGE EASEMENTS SHALL BE PRIVATE WITHIN THE PROPERTY LINES AND MAINTAINED BY PROPERTY OWNERS/HOA.

22- DRAINAGE OUTFALLS CANNOT BE RE-SUBDIVIDED FOR FUTURE DEVELOPMENT.

23- ALL PRIVATE STREETS, INCLUDING OF MEDIAN ISLANDS AND ANY SENTRY SHELTERS, PLUS ANY ACCOMPANYING STORM DRAINAGE, STREET LIGHTING AND/OR SIDEWALKS, SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ALSO, ALL PERIMETER WALLS AND FENCES SHALL BE UNDER THE OWNERSHIP AND THE EXCLUSIVE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF ENCLOSED PRIVACY, SECURITY, AND REPAIR.

24- AFTER THE RECORDING OF THE PLAT'S CONDITIONS, COVENANTS, AND RESTRICTIONS (CCRs) TO THUS ASSURE MAINTENANCE OF COMMON AREAS AND MEDIAN ISLANDS, ETC., A BUILDING PERMIT APPLICATION MAY BE FILED WITH THE CITY OF WESLACO FOR ANY PROPOSED GATED ENTRY MECHANISMS WHEREAFTER IT SHALL BE REVIEWED FOR APPROVAL OR DISAPPROVAL BY THE CITY INCLUDING THE FIRE MARSHAL'S OFFICE. IN NO CASE SHALL GATE(S) BE INSTALLED WHERE A BUILDING PERMIT HAS NOT BEEN ISSUED.

25- THE HOMEOWNER'S ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE CITY OF WESLACO, TEXAS, HARMLESS AND INDEMNIFY SAID CITY FROM ANY AND ALL LIABILITY AND ALLEGED CLAIMS RELATING TO SAID PRIVATE STREETS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, ACCOMPANYING STORM DRAINAGE, PRIVATE SIDEWALKS, PRIVATE STREET LIGHTING, AND ANY OTHER PRIVATE IMPROVEMENT IN THE PRIVATE STREET AREA.

26- THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE CITY OF WESLACO AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM ANY LIABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS. THE DEVELOPER SHALL SIGN AND RECORD A PRIVATE STREET AGREEMENT ON A FORM ESTABLISHED BY THE CITY OF WESLACO AFTER CONSULTATION WITH THE CITY ATTORNEY.

27- MARGARET DRIVE AND SPEAR STREET TO BE DEDICATED FOR PUBLIC USE AND TO BE MAINTAINED BY THE CITY OF WESLACO.

DATE OF PREPARATION: JULY 26, 2022

STATE OF TEXAS COUNTY OF HIDALGO

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

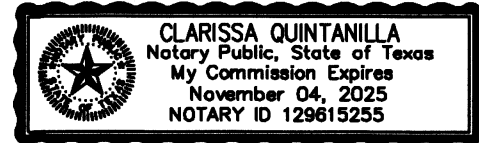
EDUARDO GAMBA
VITTORIA INVESTMENTS, LLC
4900 N. 10TH STREET STE B8
MCALLEN, TEXAS 78504

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared

EDUARDO GAMBA, MEMBER OF VITTORIA INVESTMENTS, LLC

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated. Given under my hand and seal of office this _____ day of _____, 20____.



CLARISSA QUINTANILLA - NOTARY PUBLIC

STATE OF TEXAS 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.

CITY MAYOR

DATE

ATTEST: CITY SECRETARY

DATE

STATE OF TEXAS CITY OF WESLACO

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

CHAIRMAN PLANNING COMMISSION

THIS PLAT IS APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9, DATED THIS _____ DAY OF _____, 20____.

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

GENERAL MANAGER
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

DATE

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.21(c) (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

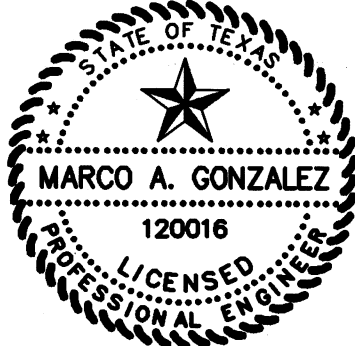
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

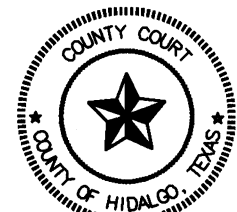
DATE

STATE OF TEXAS COUNTY OF HIDALGO

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



MARCO A. GONZALEZ
P.E. No. 120016
DATE 7-26-24



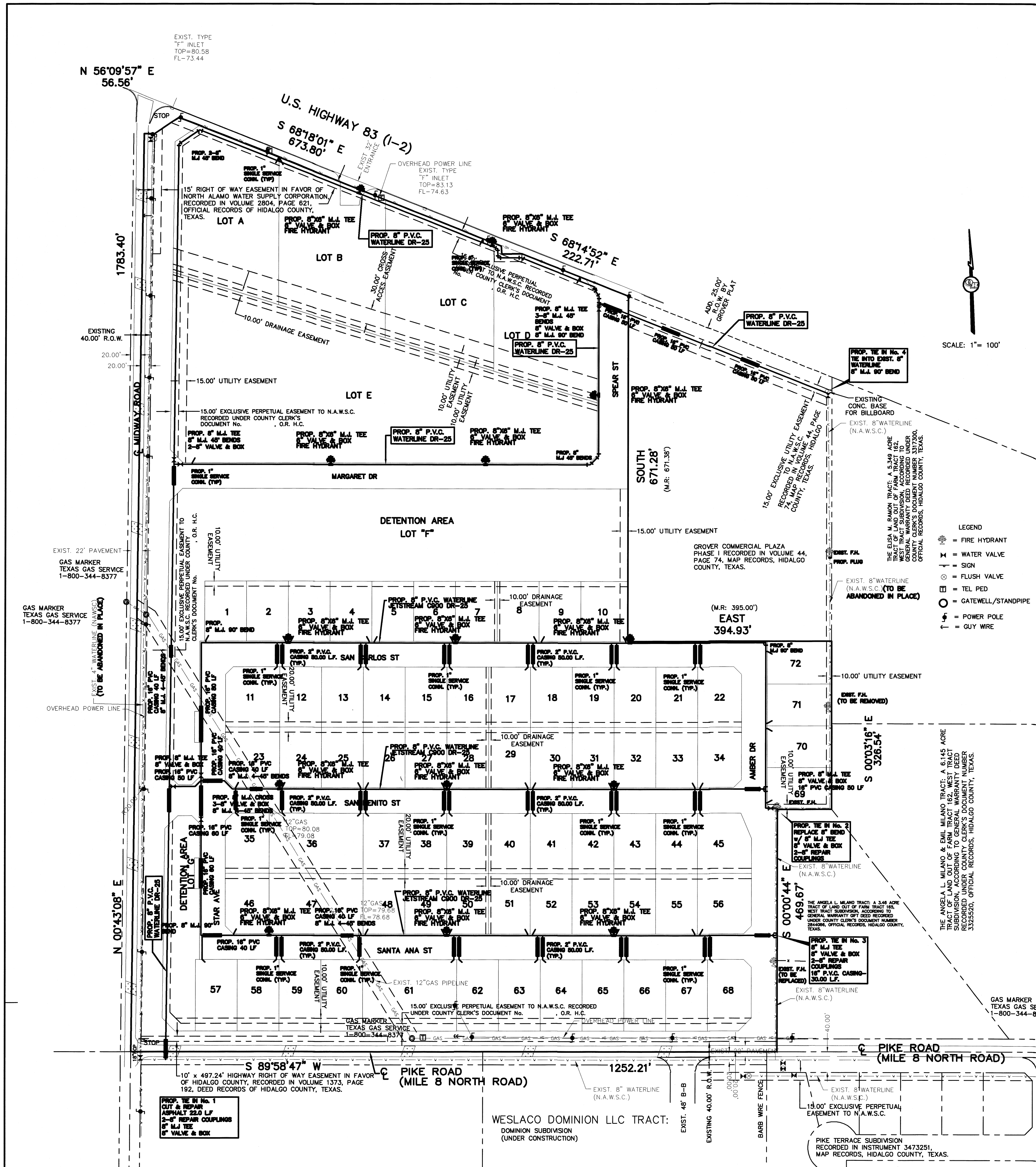
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

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

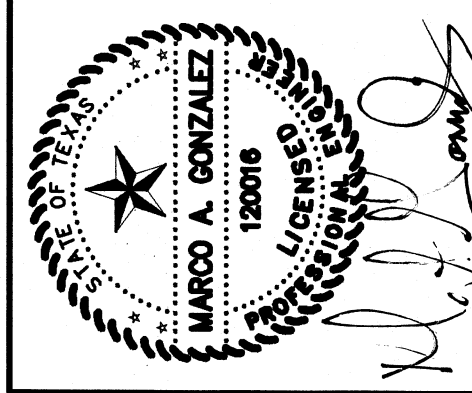
BY: _____ DEPUTY

FILENAME : F:\DATA\SUBDIVS\WESLACO\VITTORIA SUBDIVISION	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	7-26-2022	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	02-06-2024	G.CANTU	AQ	M. GONZALEZ



JOB NO.	06-15-2022
DATE	02-08-2024
REVISION	SCALE
1"=100'	DRAWN BY
G.CANTU	SHEET

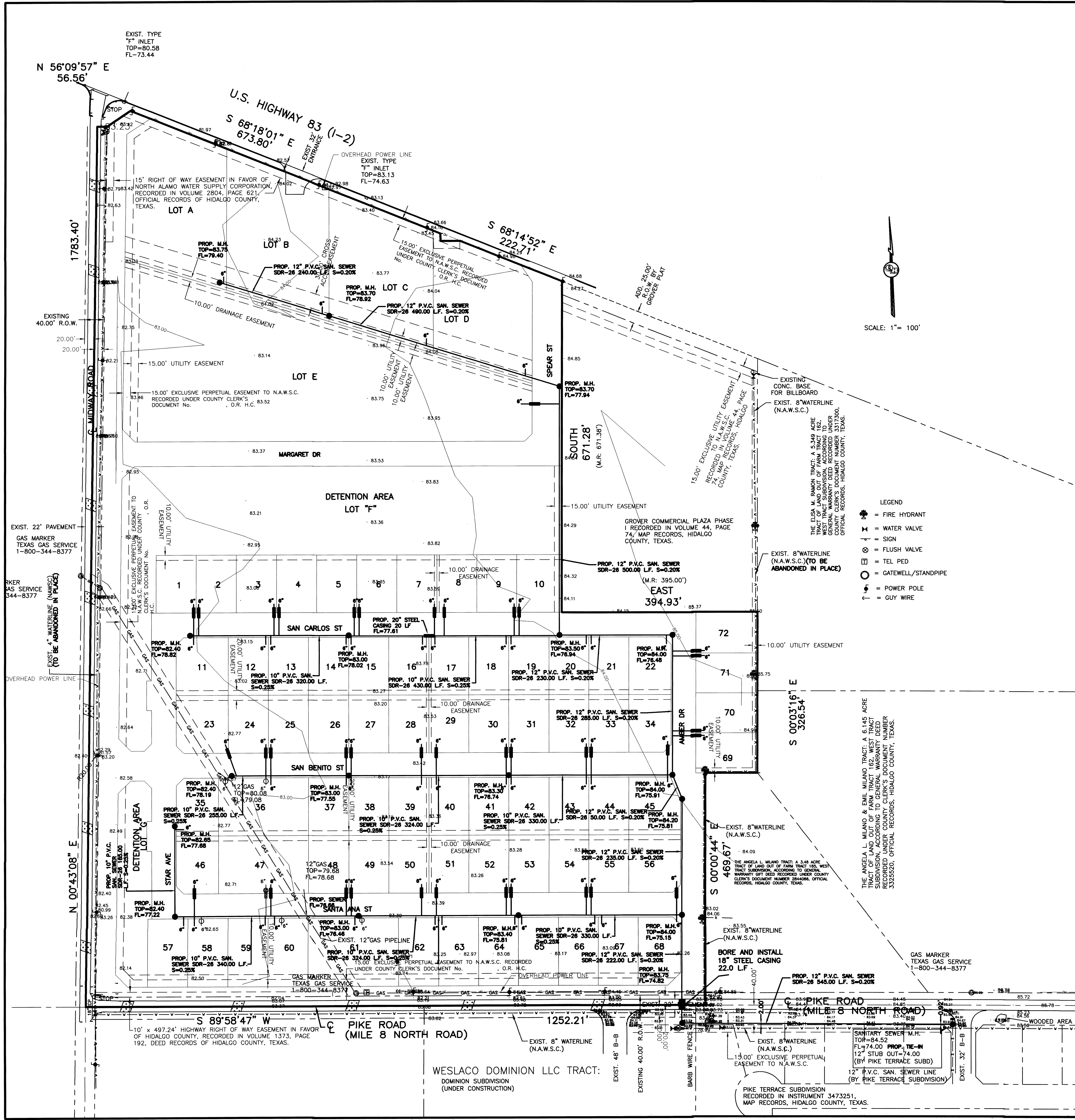
VITTORIA SUBDIVISION WATER DISTRIBUTION SYSTEM



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
LAND SURVEYORS
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6450
FAX 956-381-0527
ALFONSO@QHA-ENG.COM
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

- NOTES:
- 1.- ALL FIRE HYDRANTS SHALL HAVE 4 1/2" OUTLET FACING THE STREET WITH 18" TO 24" CLEARANCE FROM BOTTOM OF OUTLET TO GRADE LEVEL FOR HYDRANT WRENCH.
 - 2.- FIRE HYDRANT SHALL BE MARKED ON THE STREETS WITH REFLECTIVE BLUE MARKER TO SHOW LOCATION OF HYDRANT.
 - 3.- FIRE HYDRANT SHALL HAVE 3' CLEARANCE FROM ANY FENCE, POLE, BRUSH, ETC.

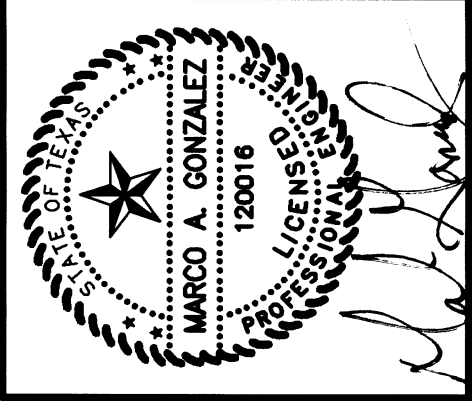
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DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY	
13	XX			
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY	



JOB NO.	08-15-2022
DATE	03-16-2023
REVISION	02-08-2024 G.C.
SCALE	1"=100'
DRAWN BY	G.CANTU
SHEET	

VITTORIA SUBDIVISION
SANITARY SEWER
COLLECTOR SYSTEM

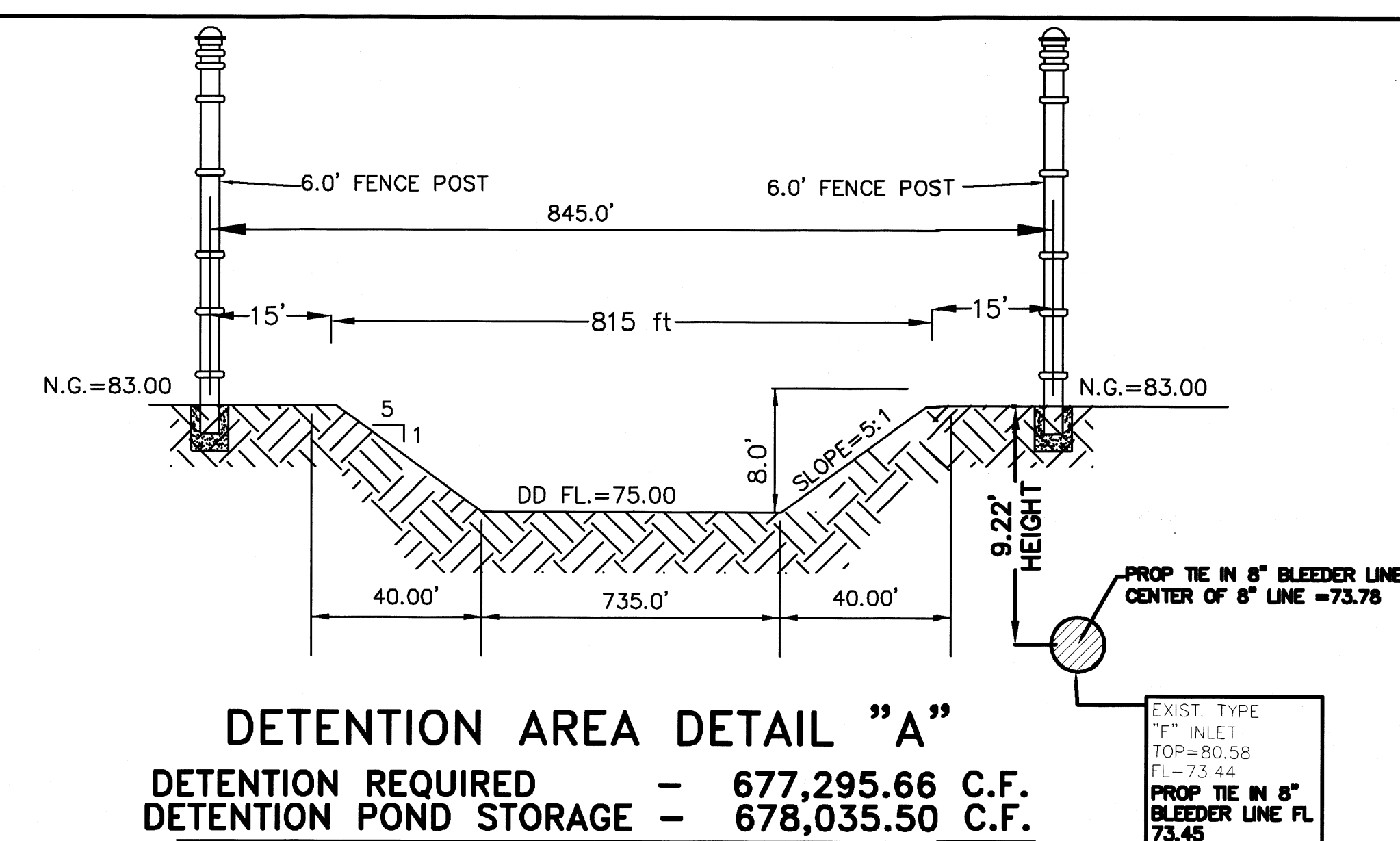
2-13-24



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM

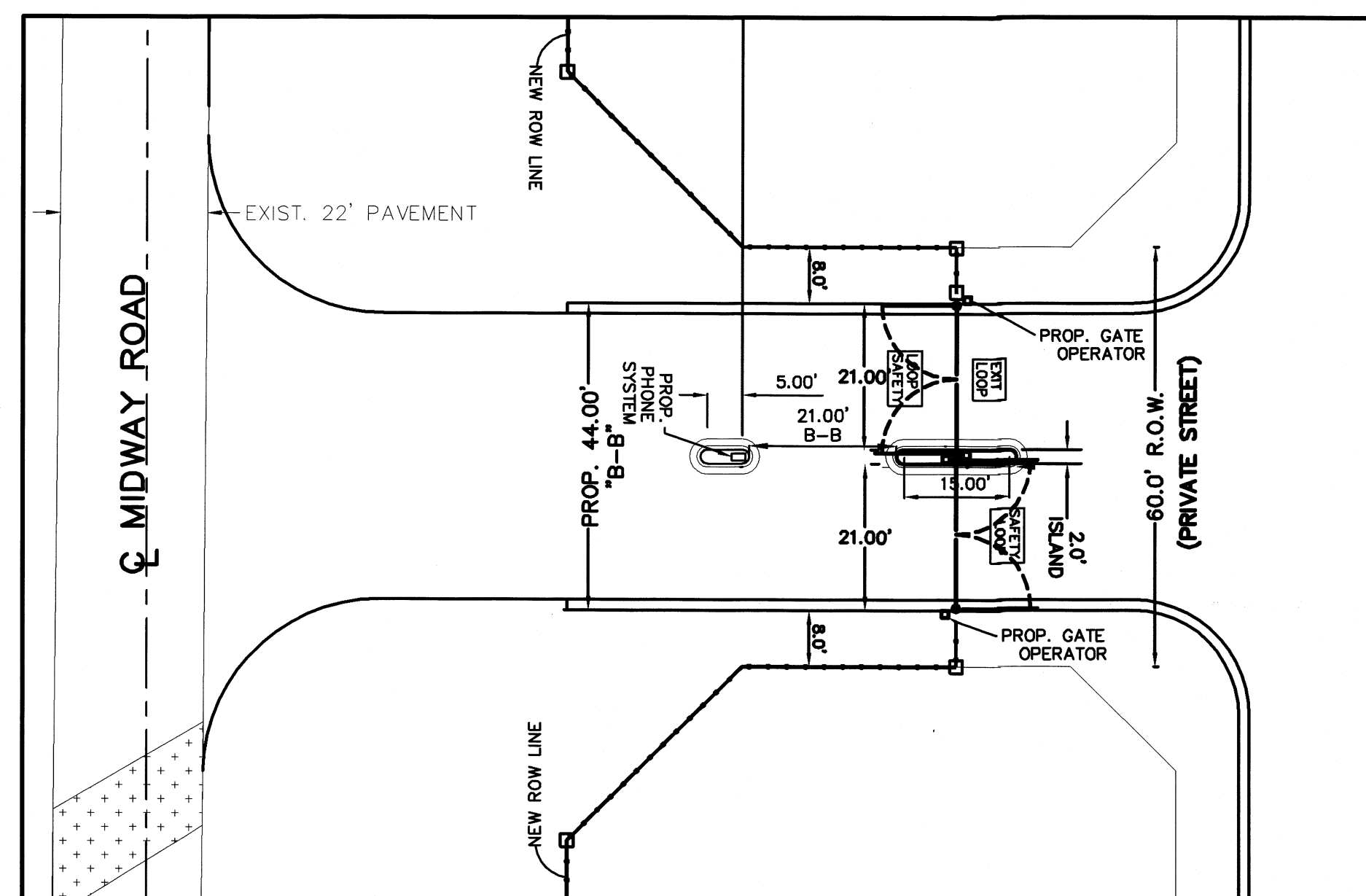
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

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DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY	
XX	XX			
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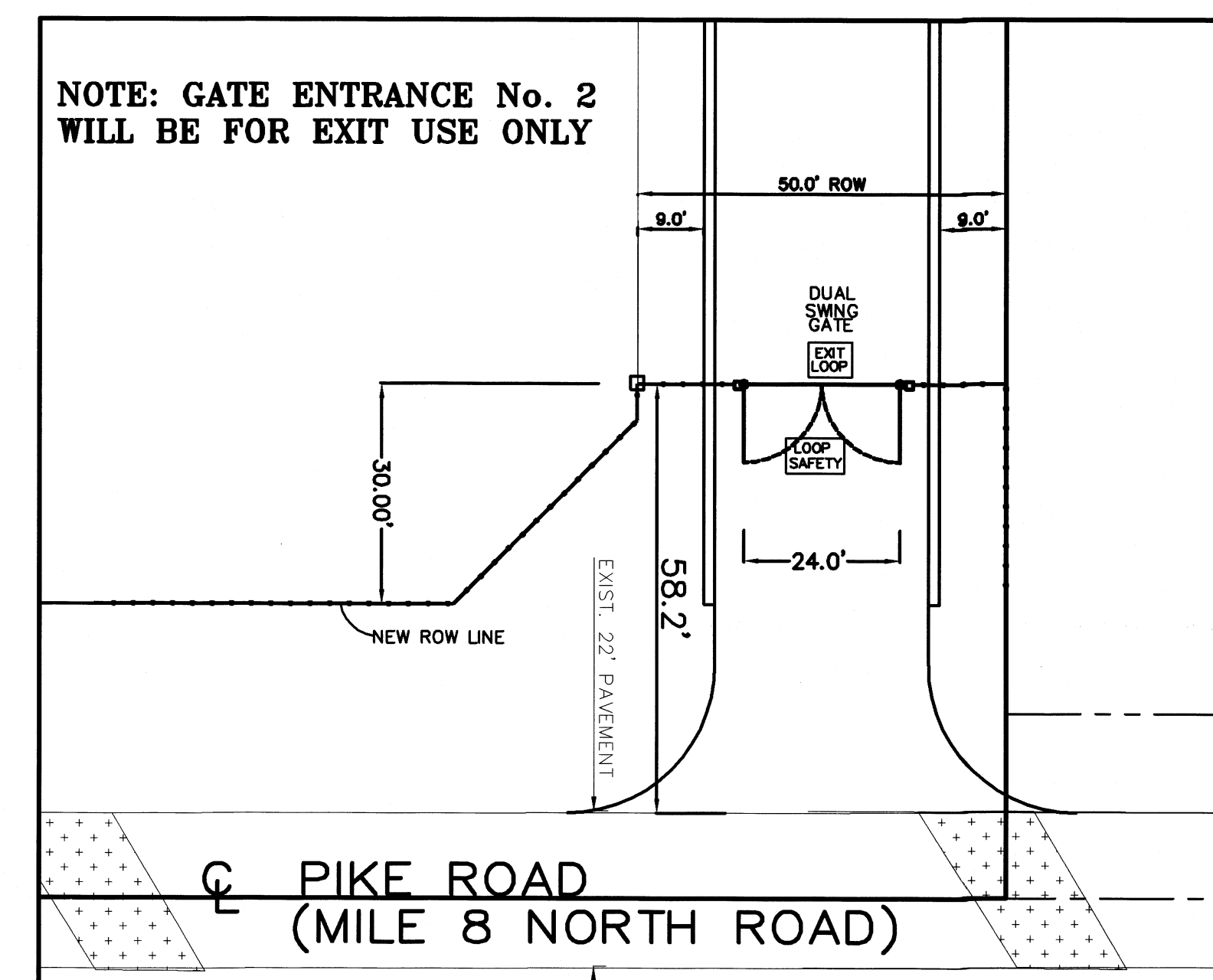


DETENTION AREA DETAIL "A"

DETENTION REQUIRED	-	677,295.66 C.F.
DETENTION POND STORAGE	-	678,035.50 C.F.

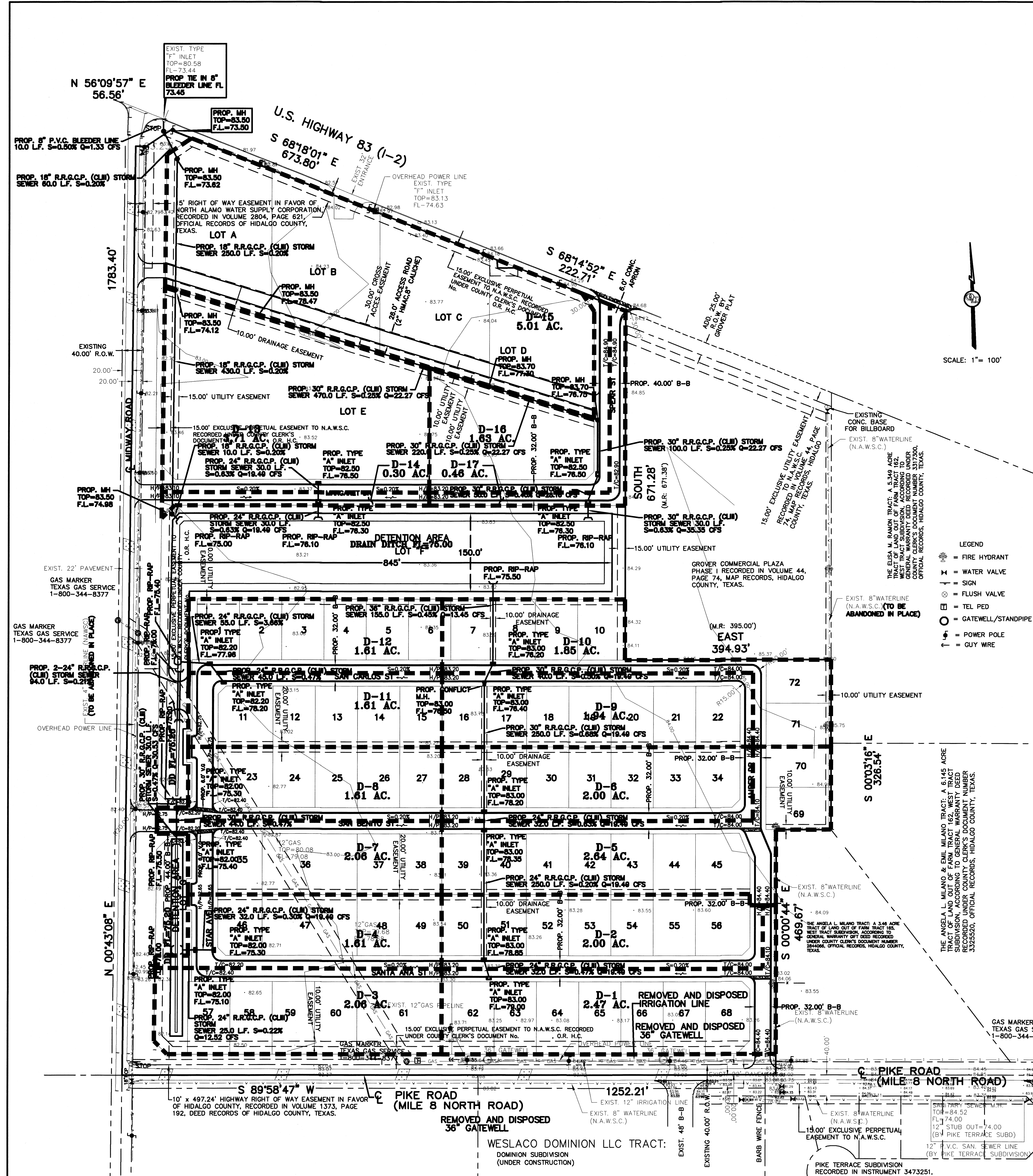


NOTE: GATES ARE REQUIRED TO HAVE KNOX GATE ACCESS SWITCH.
GATE ENTRANCE DETAIL 1



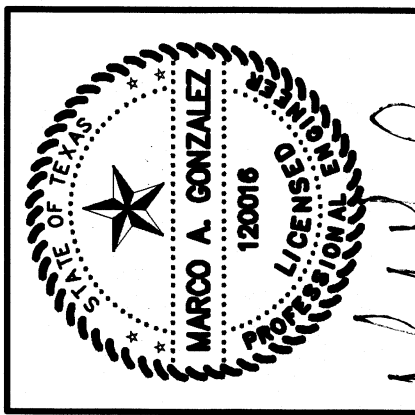
GATE ENTRANCE DETAIL 2

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DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
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DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY



JOB NO.	06-15-2022
DATE	03-16-2023
REVISION	1"=100'
SCALE	G.C.A.U.T.
DRAWN BY	SHEET

VITTORIA SUBDIVISION DRAINAGE AREAS



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
LAND SURVEYORS
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM
SURVEYING REGISTRATION NUMBER 100411-00

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DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY	
XX	XX			
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY	



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-219	
From: JOEL RIVERA			
Subject: Discussion and consideration to authorize the Weslaco Police Department to conduct a weapon/equipment trade in the amount \$34,420 in credit with CTC Gunworks, LLC and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)			
Background: The Weslaco Police Department's quartermaster conducted an inventory of all the current officers' handguns, rifles, and shotguns. Many of those weapons are outdated. An inventory was sent to CTC Gunworks, LLC, and they proposed a company credit to be used as a trade-in to obtain new handguns and equipment.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROXANNE SAAVEDRA JOEL RIVERA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: The Weslaco Police Department staff recommends approval.			
Attachments, if any: CTC Gunworks Estimate No 2548 (Trade-In)			
Responsibilities upon Approval: Once approved, the Weslaco Police Department staff request a Certificate letter and will be responsible for all paperwork related to guns/equipment trade-ins.			



CTC Gunworks, LLC

3200 North Freeway

Houston, TX 77009

FFL: 5-76-201-07-3D-06570 CAGE: 9HCJ1

info@ctcgunworks.com

713-936-1970

Estimate

Date	Estimate #
2/16/2024	2548

Name / Address
City of Weslaco Accounting Department 255 S Kansas Avenue Weslaco, Texas 78596

Ship To

Item	Description	Qty	Rate	Total
Pistol	Trade in - Glock 22 Gen 4, 40cal	78	250.00	19,500.00
Pistol	Trade in -Glock 22 Gen 3, 40cal	8	210.00	1,680.00
Pistol	Trade in -Glock 27 Gen 4, 40cal	14	210.00	2,940.00
Pistol	Trade in -USP 45cal	15	350.00	5,250.00
Pistol	Trade in -USP Compact 45cal	1	350.00	350.00
Rifle Purchases	Trade in -Sig Sauer 516 5.56mm	10	400.00	4,000.00
Shotgun	Trade in -FN 12ga	2	175.00	350.00
Shotgun	Trade in -High Standard 12ga	2	50.00	100.00
Shotgun	Trade in -S&W Eastfield 916 12ga	1	75.00	75.00
Shotgun	Trade in -Remington 870 12ga	1	175.00	175.00

2/26/2024
OK
[Signature]

		Subtotal	\$34,420.00
		Sales Tax (8.25%)	\$0.00
		Total	\$34,420.00

All Sales Are Final. Quote is valid for 90 days.

Texas Comptroller CMBL # 18432955625

All Credit Card Purchases to incur a 3% additional fee



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-218	
From: JOEL RIVERA			
Subject: Discussion and consideration to authorize the Weslaco Police Department to purchase the department's handguns in the amount of \$56,414.12 for sworn staff with \$40,000 from the FY 2023-24 general fund and \$16,414.12 from Asset Forfeiture funds and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)			
Background: The quartermaster had taken inventory of the department's guns/equipment and realized they were over five (5) years old. Purchasing new handguns with CTC Gunworks will update the handgun to a SIG Sauer P320 9mm with new calibers and optics. The change of handguns will also allow the department to purchase ammunition at a more reasonable rate. The total amount for Purchase is \$90,834.12 minus credit of 34,420.00 to equal \$56,414.12 The items were presented during the Budget meeting and were allotted for FY 23-24.			
Funding Source (budget code, if applicable): 101-5202-554131 Asset Forfeiture			
Amount: \$40,000 \$16,414.12	Term of Impact: FY 2023-2024	Identified in Current Budget: Yes	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROXANNE SAAVEDRA JOEL RIVERA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Weslaco Police Staff recommend approval.			
Attachments, if any: CTC Gunworks Estimate No 2548 (Purchase)			
Responsibilities upon Approval: Weslaco Police Department staff will request a certificate letter and be responsible for all paperwork related to the			

gun/equipment purchase.



CTC Gunworks, LLC

3200 North Freeway

Houston, TX 77009

FFL: 5-76-201-07-3D-06570 CAGE: 9HCJ1

info@ctcgunworks.com

713-936-1970

Estimate

Date	Estimate #
2/16/2024	2544

Name / Address
City of Weslaco Accounting Department 255 S Kansas Avenue Weslaco, Texas 78596

Ship To
City of Weslaco Accounting Department 255 S Kansas Avenue Weslaco, Texas 78596

Item	Description	Qty	Rate	Total
W320F-9-BXR3-...	P320, 9MM, 4.7, PRO, BLK, STRIKER, X-RAY 3 SUPP SIGHTS, MOD POLY X GRIP, (3) 17RD STEEL MAG, ROMEO1PRO, RAIL	95	776.36	73,754.20
W320CA-9-BXR3...	P320, 9MM, 3.9, PRO, BLK, STRIKER, X-RAY 3 SUPP SIGHTS, MOD POLY X GRIP, (3) 17RD STEEL MAG, ROMEO1PRO, RAIL	22	776.36	17,079.92
			Subtotal	\$90,834.12

All Sales Are Final. Quote is valid for 90 days.
Texas Comptroller CMBL # 18432955625
All Credit Card Purchases to incur a 3% additional fee

Sales Tax (8.25%) \$0.00

Total \$90,834.12



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-212	
From: JOEL RIVERA			
Subject: Discussion and consideration on the presentation of the 2023 Racial Profiling Report submitted by the Weslaco Police Department to the State of Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)			
Background: Law Enforcement Agencies must submit the TCOLE fill form report and the Comparative Analysis report annually. Texas Occupations Code 1701.164 specifies that TCOLE collect incident-based data in accordance with the Code of Criminal Procedure Article 2.131 – 2.138 . Chief administrators of law enforcement agencies that meet the criteria must submit racial profiling reports to their governing body, as well as TCOLE. Each agency must file an annual online report by selecting and completing the reporting option that applies to their particular situation. Reports are filed online through TCLEDDS. The reporting period for the previous year begins on January 1st and ends March 1st.			
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):			
ROXANNE SAAVEDRA JOEL RIVERA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as presented by staff.			
Staff Recommendation: Weslaco Police Staff recommend			
Attachments, if any: Racial Profiling Analysis Report 2023, Racial Profiling Report 2023, WPD 2023 Racial Profiling Report for Commission Final			
Responsibilities upon Approval: The Racial Profiling Report was submitted to the State of Texas by the Weslaco Police Department. It was submitted on February 6, 2024. No further action is needed.			

Racial Profiling Analysis Report

WESLACO POLICE DEPT.

01. Total Traffic Stops:	8337	
02. Location of Stop:		
a. City Street	7661	91.89%
b. US Highway	652	7.82%
c. County Road	0	0.00%
d. State Highway	0	0.00%
e. Private Property or Other	24	0.29%
03. Was Race known prior to Stop:		
a. NO	8326	99.87%
b. YES	11	0.13%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	2	0.02%
b. Asian/ Pacific Islander	20	0.24%
c. Black	39	0.47%
d. White	181	2.17%
e. Hispanic/ Latino	8095	97.10%
05. Gender:		
a. Female	3447	41.35%
i. Alaska/ Native American/ Indian	1	0.01%
ii. Asian/ Pacific Islander	10	0.12%
iii. Black	8	0.10%
iv. White	60	0.72%
v. Hispanic/ Latino	3368	40.40%
b. Male	4890	58.65%
i. Alaska/ Native American/ Indian	1	0.01%
ii. Asian/ Pacific Islander	10	0.12%
iii. Black	8	0.10%
iv. White	60	0.72%
v. Hispanic/ Latino	3368	40.40%
06. Reason for Stop:		
a. Violation of Law	584	7.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.17%

Racial Profiling Analysis Report

iii. Black	1	0.17%
iv. White	11	1.88%
v. Hispanic/ Latino	571	97.77%
b. Pre-Existing Knowledge	2	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	2	100.00%

c. Moving Traffic Violation	4622	55.44%
i. Alaska/ Native American/ Indian	2	0.04%
ii. Asian/ Pacific Islander	11	0.24%
iii. Black	24	0.52%
iv. White	105	2.27%
v. Hispanic/ Latino	4480	96.93%

d. Vehicle Traffic Violation	3129	37.53%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	8	0.26%
iii. Black	14	0.45%
iv. White	65	2.08%
v. Hispanic/ Latino	3042	97.22%

07. Was a Search Conducted:

a. NO	7822	93.82%
i. Alaska/ Native American/ Indian	2	0.03%
ii. Asian/ Pacific Islander	20	0.26%
iii. Black	37	0.47%
iv. White	175	2.24%
v. Hispanic/ Latino	7583	96.94%
b. YES	515	6.18%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	0.39%
iv. White	6	1.17%
v. Hispanic/ Latino	507	98.45%

08. Reason for Search:

a. Consent	124	1.49%
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Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	2.42%
v. Hispanic/ Latino	121	97.58%
b. Contraband in Plain View	12	0.14%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	12	100.00%
c. Probable Cause	193	2.31%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	2	1.04%
iv. White	3	1.55%
v. Hispanic/ Latino	188	97.41%
d. Inventory	22	0.26%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	22	100.00%
e. Incident to Arrest	164	1.97%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	164	100.00%
09. Was Contraband Discovered:		
YES	173	2.08%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	1	0.58%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	0	
iv. White	3	1.73%
Finding resulted in arrest - YES	3	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	169	97.69%
Finding resulted in arrest - YES	133	
Finding resulted in arrest - NO	36	
b. NO	342	4.10%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	1	0.29%
iv. White	3	0.88%
v. Hispanic/ Latino	338	98.83%
10. Description of Contraband:		
a. Drugs	146	1.75%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	0.68%
iv. White	1	0.68%
v. Hispanic/ Latino	144	98.63%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	2	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	2	100.00%
d. Alcohol	11	0.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%

Racial Profiling Analysis Report

v. Hispanic/ Latino	11	100.00%
e. Stolen Property	3	0.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	3	100.00%
f. Other	16	0.19%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	12.50%
v. Hispanic/ Latino	14	87.50%
11. Result of Stop:		
a. Verbal Warning	6	0.07%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	6	100.00%
b. Written Warning	5820	69.81%
i. Alaska/ Native American/ Indian	1	0.02%
ii. Asian/ Pacific Islander	19	0.33%
iii. Black	30	0.52%
iv. White	156	2.68%
v. Hispanic/ Latino	5614	96.46%
c. Citation	2136	25.62%
i. Alaska/ Native American/ Indian	1	0.05%
ii. Asian/ Pacific Islander	1	0.05%
iii. Black	7	0.33%
iv. White	21	0.98%
v. Hispanic/ Latino	2106	98.60%
d. Written Warning and Arrest	115	1.38%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	0.87%
iv. White	3	2.61%
v. Hispanic/ Latino	111	96.52%

Racial Profiling Analysis Report

e. Citation and Arrest	164	1.97%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	0.61%
iv. White	1	0.61%
v. Hispanic/ Latino	162	98.78%
f. Arrest	96	1.15%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	1.04%
iv. White	1	1.04%
v. Hispanic/ Latino	96	100.00%
12. Arrest Based On:		
a. Violation of Penal Code	156	1.87%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	0.64%
iv. White	3	1.92%
v. Hispanic/ Latino	152	97.44%
b. Violation of Traffic Law	112	1.34%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	0.89%
v. Hispanic/ Latino	111	99.11%
c. Violation of City Ordinance	5	0.06%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	5	100.00%
d. Outstanding Warrant	102	1.22%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	0.98%
iv. White	0	0.00%
v. Hispanic/ Latino	101	99.02%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	8336	99.99%
i. Alaska/ Native American/ Indian	2	0.02%
ii. Asian/ Pacific Islander	20	0.24%
iii. Black	38	0.46%
iv. White	181	2.17%
v. Hispanic/ Latino	8087	97.01%
b. YES	1	0.01%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	101	10100.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	1	100.00%

14. Total Number of Racial Profiling Complaints Received:	0
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REPORT DATE COMPILED 02/06/2024

Racial Profiling Report | Full

Agency Name: WESLACO POLICE DEPT.
Reporting Date: 02/06/2024
TCOLE Agency Number: 215215

Chief Administrator: JOEL RIVERA

Agency Contact Information:
Phone: (956) 968-8591
Email: joel.rivera@weslacotx.gov

Mailing Address:
300 S. Bridge Ave
WESLACO, TX 78596

This Agency filed a full report

WESLACO POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the WESLACO POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the WESLACO POLICE DEPT. if the individual believes that a peace officer employed by the WESLACO POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the WESLACO POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the WESLACO POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WESLACO POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: Sgt. Brooks Ditto
Training Coordinator

Date: 02/06/2024

Total stops: 8337

Street address or approximate location of the stop

City street	7661
US highway	652
County road	0
State highway	0
Private property or other	24

Was race or ethnicity known prior to stop?

Yes	11
No	8326

Race / Ethnicity

Alaska Native / American Indian	2
Asian / Pacific Islander	20
Black	39
White	181
Hispanic / Latino	8095

Gender

Female	3447
Alaska Native / American Indian	1
Asian / Pacific Islander	10
Black	8
White	60
Hispanic / Latino	3368
Male	4890
Alaska Native / American Indian	1
Asian / Pacific Islander	10
Black	8
White	60
Hispanic / Latino	3368

Reason for stop?

Violation of law	584
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	11

Hispanic / Latino	571
Preexisting knowledge	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	2
Moving traffic violation	4622
Alaska Native / American Indian	2
Asian / Pacific Islander	11
Black	24
White	105
Hispanic / Latino	4480
Vehicle traffic violation	3129
Alaska Native / American Indian	0
Asian / Pacific Islander	8
Black	14
White	65
Hispanic / Latino	3042
Was a search conducted?	
Yes	515
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	6
Hispanic / Latino	507
No	7822
Alaska Native / American Indian	2
Asian / Pacific Islander	20
Black	37
White	175
Hispanic / Latino	7583
Reason for Search?	
Consent	124
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3

Hispanic / Latino	121				
Contraband	12				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	12				
Probable	193				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	2				
White	3				
Hispanic / Latino	188				
Inventory	22				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	22				
Incident to arrest	164				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	164				
Was Contraband discovered?					
Yes	173				
		Did the finding result in arrest?			
		(total should equal previous column)			
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	0	Yes	0	No	0
Black	1	Yes	1	No	0
White	3	Yes	3	No	0
Hispanic / Latino	169	Yes	133	No	36
No	342				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	1				
White	3				
Hispanic / Latino	338				

Description of contraband	
Drugs	146
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	144
Weapons	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	11
Stolen property	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	3
Other	16
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	14
Result of the stop	
Verbal warning	6

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	6
Written warning	5820
Alaska Native / American Indian	1
Asian / Pacific Islander	19
Black	30
White	156
Hispanic / Latino	5614
Citation	2136
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	7
White	21
Hispanic / Latino	2106
Written warning and arrest	115
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	3
Hispanic / Latino	111
Citation and arrest	164
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	162
Arrest	96
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	96
Arrest based on	
Violation of Penal Code	156
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	1
White	3
Hispanic / Latino	152
Violation of Traffic Law	112
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	111
Violation of City Ordinance	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	5
Outstanding Warrant	102
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	101

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	101
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	1
No	8336
Alaska Native / American Indian	2
Asian / Pacific Islander	20
Black	38
White	181
Hispanic / Latino	8087

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	☒
Use Department's submitted analysis	☐

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement



Weslaco Police Department Racial Profiling Report 2023

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1. MISSION STATEMENT
2. TEXAS LAW ON RACIAL PROFILING
3. DEMOGRAPHICS OF THE CITY OF WESLACO
4. WESLACO POLICE DEPARTMENT POLICY 320 STANDARDS OF CONDUCT
5. WESLACO POLICE DEPARTMENT POLICY 401 BIASED-BASED POLICING
6. WESLACO POLICE DEPARTMENT POLICY 422 MOBILE AUDIO/VIDEO
7. WESLACO POLICE DEPARTMENT POLICY 1010 PERSONNEL COMPLAINTS
8. ARTICLE 29 OF THE CITY OF WESLACO/WESLACO MUNICIPAL POLICE UNION LABOR AGREEMENT
9. RACIAL PROFILING REPORT SUBMITTED TO THE STATE



1. Mission Statement:

At the Weslaco Police Department, it is our mission to enhance the quality of life in the city through an initiative-taking and professional level of police service. We hold the preservation of life as our sacred duty. We aim to maintain a strong commitment to excellence. We accept nothing less than truth, honesty, and integrity in our profession. We recognize that our police powers derive from the people we serve, and we will not tolerate the abuse of our police authority. To the best of our ability, we treat all people with respect, dignity, and equality. We view the people of this community as partners who deserve our concern, care, and attention. We recognize our responsibility to build partnerships with the community to meet current and future challenges. Additionally, crime reduction is our number one operational effort. We are committed to reducing the fear of crime, and we endeavor to do this by creating partnerships in our neighborhoods. Lastly, we recognize that our personal conduct, both on and off duty, is inseparable from the professional reputation of both the Officer and the Department.

Dr. Joel Rivera
Chief of Police

2. Texas Law on Racial Profiling

The Weslaco Police Department, in accordance with the Texas Racial Profiling Law (Article 2.132 Code of Criminal Procedure), has been collecting police contact data to comply with the law. Throughout the past year, the police department has striven to ensure that the numbers reported, via citations, field contact cards and arrests, were as accurate as possible. The information reported herein only applies to what is referred to as "Tier 1" data (stops that resulted in citation or arrest).

A. Requirements

The following requirements must be met by all law enforcement agencies in the State of Texas:

By submitting, the chief administrator affirms that the agency has a policy in place in accordance with Texas Code of Criminal Procedure §2.132, and that the policy:

- (1) clearly defines acts constituting racial profiling.
- (2) strictly prohibits peace officers employed by the agency from engaging in racial profiling.
- (3) implements a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual.
- (4) provides public education relating to the agency's complaint and complaint process, including providing the telephone number, mailing address, and email address to make a complaint or complaint with respect to each ticket, citation, or warning issued by a peace officer.
- (5) requires appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article.
- (6) requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made because of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained.
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search.
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
 - (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.
 - (E) the location of the stop; and
 - (F) the reason for the stop.

(7) Requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under subdivision to:

(a) the Texas Commission on Law Enforcement; and

(b) the governing body of each county or municipality served by the agency, if the agency is an agency of the county, municipality, or other political subdivision of the state.

B. Standards

Inside this report, the reader will find that the Weslaco Police Department met all the requirements stated by Article 2.132 of the Texas Code of Criminal Procedure.

The Department has Policy 313 Racial or Biased Based Profiling, which addresses Racial Profiling issues.

The Department has a current Collective Bargaining Labor Agreement (term of contract; October 1, 2021, through October 1, 2024). CBA Article 29 governs the procedures for investigating a complaint filed against an officer.

The Department has Policy 422 Mobile Audio Video, which outlines the use of the mobile video equipment mounted in patrol vehicles.

The collection process used for this report was compromised of traffic citations, field contact cards, and traffic related arrest reports. The race, ethnicity or an individual that was stopped and whether a search was conducted. This information was gathered over the time of January 1, 2023, through December 31, 2023. This information is categorized as Tier 1 data report.

C. Education

1. Departmental Personnel

a. All members of the Weslaco Police Department have met the requirements set out by the Commission of Law Enforcement. Requirements stipulated that all officers must attend a Racial Profiling Class.

b. As part of the mandated training required by T.C.O.L.E, officers of the Weslaco Police Department are required to attend Cultural Diversity classes every two (2) years of a training cycle. This course of study includes sections on Racial Profiling.

2. Public Awareness

a. The Weslaco Police Department has access to the complaint filing process and forms available on its social media site for public access.

3. Complaint History

a. The Weslaco Police Department did not receive any complaints regarding racial profiling during this reporting period.

3. Weslaco Demographics

The City of Weslaco is located on the Eastern edge of Hidalgo County, centered between McAllen to the West, Harlingen to the East and is seven (7) miles North of the Mexican border city of Nuevo Progreso. The city comprises approximately 18.9 square miles of landmass.

PEOPLE

Population

Population – 40,160 (April 1, 2020)

Population Estimates – 42,231 (July 1, 2023)

Age and Sex

Persons under 5 years old – 7.7%

Persons under 18 years – 32.8%

Persons 18 to 64 years – 46.6%

Persons 65 years and over – 12.9%

Males – 48.5%

Females – 51.5%

Race and Hispanic Origin

American Indian and Alaska Native – 1.2%

Asian/Pacific Islander – 0.2%

Black – 1.3%

White alone – 51.8%

Hispanic or Latino – 88.2%

White alone, not Hispanic or Latino, percent 9.8%

Two or more races – 35.4%

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4. Standards of Conduct

320.1 PURPOSE AND SCOPE

This policy establishes standards of conduct that are consistent with the values and mission of the Weslaco Police Department and are expected of all department members. The standards contained in this policy are not intended to

be an exhaustive list of requirements and prohibitions, but they do identify many of the important matters concerning conduct. In addition to the provisions of this policy, members are subject to all other provisions contained in this manual, as well as any additional guidance on conduct that may be disseminated by this department or a member's supervisors.

320.2 POLICY

The continued employment or appointment of every member of this department shall be based on conduct that reasonably conforms to the guidelines set forth herein. Failure to meet the guidelines set forth in this policy, whether on- or off-duty, may be cause for disciplinary action.

320.3 DIRECTIVES AND ORDERS

Members shall comply with lawful directives and orders from any department supervisor or person in a position of authority, absent a reasonable and bona fide justification.

320.3.1 UNLAWFUL OR CONFLICTING ORDERS

Supervisors shall not knowingly issue orders or directives that, if carried out, would result in a violation of any law or department policy. Supervisors should not issue orders that conflict with any previous order without making reasonable clarification that the new order is intended to countermand the earlier order.

No member is required to obey any order that appears to be in direct conflict with any federal law, state law or local ordinance. Following a known unlawful order is not a defense and does not relieve the member from criminal or civil prosecution or administrative discipline. If the legality of an order is in doubt, the affected member shall ask the issuing supervisor to clarify the order or shall confer with a higher authority. The responsibility for refusal to obey rests with the member, who shall subsequently be required to justify the refusal.

Unless it would jeopardize the safety of any individual, members who are presented with a lawful order that is in conflict with a previous lawful order, department policy or other directive shall respectfully inform the issuing supervisor of the conflict. The issuing supervisor is responsible for either resolving the conflict or clarifying that the lawful order is intended to countermand the previous lawful order or directive, in which case the member is obliged to comply. Members who are compelled to follow a conflicting lawful order after having given the issuing supervisor the opportunity to correct the conflict will not be held accountable for disobedience of the lawful order or directive that was initially issued.

The person countermanding the original order shall notify, in writing, the person issuing the original order, indicating the action taken and the reason.

320.3.2 SUPERVISOR RESPONSIBILITIES

Supervisors and managers are required to follow all policies and procedures and may be subject to discipline for:

- (a) Failure to be reasonably aware of the performance of their subordinates or to provide appropriate guidance and control.
- (b) Failure to report any known misconduct of a member promptly and fully to his/her immediate supervisor or to document such misconduct appropriately or as required by policy.
- (c) Directing a subordinate to violate a policy or directive, acquiescing to such a violation, or exhibiting indifference to such a violation.
- (d) Exercising unequal or disparate authority toward any member for malicious or other improper purpose.

320.4 GENERAL STANDARDS

Members shall conduct themselves, whether on- or off-duty, in accordance with the United States and Texas Constitutions and all applicable laws, ordinances and rules enacted or established pursuant to legal authority.

Members shall familiarize themselves with policies and procedures and are responsible for compliance with each. Members should seek clarification and guidance from supervisors in the event of any perceived ambiguity or uncertainty.

Discipline may be initiated for any good cause. It is not mandatory that a specific policy or rule violation be cited to sustain discipline. This policy is not intended to cover every possible type of misconduct.

320.5 CAUSES FOR DISCIPLINE

The following are illustrative causes for disciplinary action. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for violation of other rules, standards, ethics and specific action or inaction that is detrimental to efficient department service.

320.5.1 LAWS, RULES AND ORDERS

- (a) Violation of, or ordering or instructing a subordinate to violate, any policy, procedure, rule, order, directive or requirement, or failure to follow instructions contained in department or City manuals.
- (b) Disobedience of any legal directive or order issued by any department member of a higher rank.
- (c) Violation of federal, state, local or administrative laws, rules, or regulations.

320.5.2 ETHICS

- (a) Using or disclosing one's status as a member of the Weslaco Police Department in any way that could reasonably be perceived as an attempt to gain influence or authority for non-department business or activity.
- (b) The wrongful or unlawful exercise of authority on the part of any member for malicious purpose, personal gain, willful deceit, or any other improper purpose.
- (c) The receipt or acceptance of a reward, fee, or gift from any person for service incident to the performance of the member's duties (lawful subpoena fees and authorized work permits excepted).
- (d) Acceptance of fees, gifts, or money contrary to the rules of this department and/or laws of the state.
- (e) Offer or acceptance of a bribe or gratuity.
- (f) Misappropriation or misuse of public funds, property, personnel, or services.
- (g) Any other failure to abide by the standards of ethical conduct.

320.5.3 DISCRIMINATION, OPPRESSION OR FAVORITISM

Discriminating against, oppressing or providing favoritism to any person because of age, race, color, creed, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, marital status, physical or mental disability, medical condition or other classification protected by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power or immunity, knowing the conduct is unlawful.

320.5.4 RELATIONSHIPS

- (a) Unwelcome solicitation of a personal or sexual relationship while on duty or using one's official capacity.

- (b) Engaging in on-duty sexual activity including, but not limited to, sexual intercourse, excessive displays of public affection or other sexual contact.
- (c) Establishing or maintaining an inappropriate personal or financial relationship, because of an investigation, with a known victim, witness, suspect or defendant while a case is being investigated or prosecuted, or as a direct result of any official contact.
- (d) Associating with or joining a criminal gang, organized crime and/or criminal syndicate when the member knows or reasonably should know of the criminal nature of the organization. This includes any organization involved in a definable criminal activity or enterprise, except as specifically directed and authorized by this department.
- (e) Associating on a personal, rather than official, basis with persons who demonstrate recurring involvement in serious violations of state or federal laws after the member knows, or reasonably should know of such criminal activities, except as specifically directed and authorized by this department.

320.5.5 ATTENDANCE

- (a) Leaving the job to which the member is assigned during duty hours without reasonable excuse and proper permission and approval.
- (b) Unexcused or unauthorized absence or tardiness.
- (c) Excessive absenteeism or abuse of leave privileges.
- (d) Failure to report to work or to place of assignment at time specified and fully prepared to perform duties without reasonable excuse.

320.5.6 UNAUTHORIZED ACCESS, DISCLOSURE OR USE

- (a) Unauthorized and inappropriate intentional release of confidential or protected information, materials, data, forms, or reports obtained because of the member's position with this department.
- (b) Disclosing to any unauthorized person any active investigation information.
- (c) The use of any information, photograph, video or other recording obtained or accessed as a result of employment or appointment to this department for personal or financial gain or without the express authorization of the Chief of Police/City Marshal or the authorized designee.
- (d) Loaning, selling, allowing unauthorized use, giving away or appropriating any Weslaco Police Department badge, uniform, identification card or department property for personal use, personal gain or any other improper or unauthorized use or purpose.
- (e) Using department resources in association with any portion of an independent civil action. These resources include, but are not limited to, personnel, vehicles, equipment, and non-subpoenaed records.

320.5.7 EFFICIENCY

- (a) Neglect of duty.
- (b) Unsatisfactory work performance including, but not limited to, failure, incompetence, inefficiency, or delay in performing and/or carrying out proper orders, work assignments or the instructions of supervisors without a reasonable and bona fide excuse.
- (c) Concealing, attempting to conceal, removing, or destroying defective or incompetent work.
- (d) Unauthorized sleeping during on-duty time or assignments.
- (e) Failure to notify the Department within 24 hours of any change in residence address or contact telephone numbers.

- (f) Failure to notify Human Resources of changes in relevant personal information (e.g., information associated with benefits determination) in a timely fashion.

320.5.8 PERFORMANCE

- (a) Failure to disclose or misrepresent material facts or make any false or misleading statement on any application, examination form, or other official document, report, or form, or during any work-related investigation.
- (b) The falsification of any work-related records, making misleading entries or statements with the intent to deceive, or the willful and unauthorized removal, alteration, destruction and/or mutilation of any department record, public record, book, paper, or document.
- (c) Failure to participate in investigations, or giving false or misleading statements, or misrepresenting or omitting material information to a supervisor or other person in a position of authority, in connection with any investigation or in the reporting of any department-related business.
- (d) Being untruthful or knowingly making false, misleading, or malicious statements that are reasonably calculated to harm the reputation, authority or official standing of this department or its members.
- (e) Disparaging remarks or conduct concerning duly constituted authority to the extent that such conduct disrupts the efficiency of this department or subverts the good order, efficiency, and discipline of this department or that would tend to discredit any of its members.
- (f) Unlawful gambling or unlawful betting at any time or any place. Legal gambling or betting under any of the following conditions:
 - 1. While on department premises.
 - 2. At any work site, while on duty or while in uniform, or while using any department equipment or system.
 - 3. Gambling activity undertaken as part of an officer's official duties and with the express knowledge and permission of a direct supervisor is exempt from this prohibition.
- (g) Improper political activity including:
 - 1. Unauthorized attendance while on duty at official legislative or political sessions.
 - 2. Solicitations, speeches or distribution of campaign literature for or against any political candidate or position while on-duty or on department property except as expressly authorized by City policy, the collective bargaining agreement, memorandum of understanding or contract, or the Chief of Police/ City Marshal.
- (h) Engaging in political activities during assigned working hours except as expressly authorized by City policy, the collective bargaining agreement, memorandum of understanding or contract, or the Chief of Police/City Marshal.
- (i) Any act on- or off-duty that brings discredit to this department.

320.5.9 CONDUCT

- (a) Failure of any member to promptly and fully report activities on his/her part or the part of any other member where such activities resulted in contact with any other law enforcement agency or that may result in criminal prosecution or discipline under this policy.
- (b) Unreasonable and unwarranted force to a person encountered or a person under arrest.
- (c) Exceeding lawful peace officer powers by unreasonable, unlawful, or excessive conduct.
- (d) Unauthorized or unlawful fighting, threatening, or attempting to inflict unlawful bodily harm on

another.

- (e) Engaging in horseplay that reasonably could result in injury or property damage.
- (f) Discourteous, disrespectful, or discriminatory treatment of any member of the public or any member of this department or the city.
- (g) Use of obscene, indecent, profane, or derogatory language while on-duty or in uniform.
- (h) Criminal, dishonest, or disgraceful conduct, whether on- or off-duty, adversely affects the member's relationship with this department.
- (i) Unauthorized possession of, loss of, or damage to department property or the property of others or endangering it through carelessness or maliciousness.
- (j) Attempted or actual theft of department property; misappropriation or misuse of public funds, property, personnel or the services or property of others; unauthorized removal or possession of department property or the property of another person.
- (k) Activity that is incompatible with a member's conditions of employment or appointment as established by law or that violates a provision of any collective bargaining agreement, memorandum of understanding or contract, including fraud in securing the appointment or hire.
- (l) Initiating any civil action for recovery of any damages or injuries incurred in the course and scope of employment or appointment without first notifying the Chief of Police/ City Marshal of such action.
- (m) Any other on- or off-duty conduct which any member knows or reasonably should know is unbecoming a member of this department, is contrary to good order, efficiency, or morale, or tends to reflect unfavorably upon this department or its members.

320.5.10 SAFETY

- (a) Failure to observe or violate department safety standards or safe working practices.
- (b) Failure to maintain current licenses or certifications required for the assignment or position (e.g., driver's license, first aid).
- (c) Failure to maintain good physical condition sufficient to perform law enforcement duties adequately and safely.
- (d) Unsafe firearm or other dangerous weapon handling including loading or unloading firearms in an unsafe manner, either on- or off-duty.
- (e) Carrying, while on the premises of the work site, any firearm or other lethal weapon that is not authorized by the member's appointing authority.
- (f) Unsafe or improper driving habits or actions in the course of employment or appointment.
- (g) Any personal action contributing to a preventable traffic accident.
- (h) Concealing or knowingly failing to report any on-the-job or work-related accident or injury as soon as practicable but within 24 hours.

320.5.11 INTOXICANTS

- (a) Reporting for work or being at work while intoxicated or when the member's ability to perform assigned duties is impaired due to the use of alcohol, medication, or drugs, whether legal, prescribed, or illegal.
- (b) Possession or use of alcohol at any work site or while on-duty, except as authorized in the performance of an official assignment. A member who is authorized to consume alcohol is not permitted to do so to such a degree that it may impair on-duty performance.

- (c) Unauthorized possession, use of, or attempting to bring a controlled substance, illegal drug, or non-prescribed medication to any work site.

5. Bias-Based Policing

401.1 PURPOSE AND SCOPE

This policy provides guidance to department members that affirms the Weslaco Police Department's commitment to policing that is fair and objective.

Nothing in this policy prohibits the use of specified characteristics in law enforcement activities designed to strengthen the department's relationship with its diverse communities (e.g., cultural and ethnicity awareness training, youth programs, community group outreach and partnerships).

401.1.1 DEFINITIONS

Definitions related to this policy include:

Bias-based policing - An inappropriate reliance on characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability or affiliation with any non-criminal group (protected characteristics) as the basis for providing differing law enforcement service or enforcement (Tex. Code of Crim. Pro. art. 3.05).

401.2 POLICY

The Weslaco Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural, or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

401.3 BIAS-BASED POLICING PROHIBITED

Bias-based policing is strictly prohibited.

However, nothing in this policy is intended to prohibit an officer from considering protected characteristics in combination with credible, timely and distinct information connecting a person or people of a specific characteristic to a specific unlawful incident, or to specific unlawful incidents, specific criminal patterns or specific schemes.

401.4 MEMBER RESPONSIBILITIES

Every member of this department shall perform his/her duties in a fair and objective manner and is responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members should, when reasonable to do so, intervene to prevent any bias-based actions by another member.

401.4.1 REASON FOR CONTACT

Officers contacting a person shall be prepared to articulate sufficient reason for the contact, independent of

the protected characteristics of the individual.

To the extent that written documentation would otherwise be completed (e.g., arrest report, field interview (FI) card), the involved officer should include those facts giving rise to the contact, as applicable.

Except for required data-collection forms or methods, nothing in this policy shall require any officer to document a contact that would not otherwise require reporting.

401.4.2 REPORTING TRAFFIC STOPS

The Patrol Division Commander should ensure that the Department has appropriate systems in place to collect information required by state racial profiling laws (Tex. Code of Crim. Pro. art.

2.132 (Tier One); Tex. Code of Crim. Pro. art. 2.133 (Tier Two)).

Each time an officer makes a traffic stop, the officer shall gather the required information using the system in place for racial profiling reporting.

401.5 SUPERVISOR RESPONSIBILITIES

Supervisors should monitor those individuals under their command for compliance with this policy and shall handle any alleged or observed violations in accordance with the Personnel Complaints Policy.

- (a) Supervisors should discuss any issues with the involved officer and his/her supervisor in a timely manner.
 - 1. Supervisors should document these discussions, in the prescribed manner.
- (b) Supervisors should periodically review Mobile Audio/Video (MAV) recordings, portable audio/video recordings, Mobile Data Terminal (MDT) data and any other available resource used to document contact between officers and the public to ensure compliance with this policy.
 - 1. Supervisors should document these periodic reviews.
 - 2. Recordings or data that capture a potential instance of bias-based policing should be appropriately retained for administrative investigation purposes.
- (c) Supervisors shall initiate investigations of any actual or alleged violations of this policy.
- (d) Supervisors should take prompt and reasonable steps to address any retaliatory action taken against any member of this department who discloses information concerning bias-based policing.

401.6 STATE REPORTING

The Chief of Police/City Marshal shall annually submit a report of the information required in Tex. Code of Crim. Pro. art. 2.132 to the Texas Commission on Law Enforcement (TCOLE) and to each governing body served by the Department.

The Chief of Police/City Marshal shall also provide to TCOLE and each governing body served by the Department a report containing an analysis of the information required by Tex. Code of

Crim. Pro. art. 2.133. The report must be submitted by March 1 of each year (Tex. Code of Crim. Pro. art. 2.134).

The reports may not include identifying information about any officer who made the traffic stop or about any individual who was stopped or arrested (Tex. Code of Crim. Pro. art. 2.132; Tex. Code of Crim. Pro. art. 2.134).

401.7 ADMINISTRATION

The Patrol Division Commander should review the efforts of the Department to provide fair and objective policing and submit an annual report, including public concerns and complaints, to the Chief of Police/City Marshal. The annual report should not contain any identifying information about any specific complaint, member of the public or officer. It should be reviewed by the Chief of Police/City Marshal to identify any changes in training or operations that should be made to improve service (Tex. Code of Crim. Pro. art. 2.132).

Supervisors should review the report submitted to TCOLE and the governing body and the annual report and discuss the results with those they are assigned to supervise.

401.8 COMPLIMENTS AND COMPLAINTS

The Patrol Division Commander is responsible for educating the public on the Department's compliment and complaint process (see the Personnel Complaints Policy). This education may be achieved by information provided through the Department website. This information shall include the telephone number, mailing address and e-mail address to make a compliment or complaint regarding a ticket, citation or warning issued by an officer.

In the event that an investigation is initiated against an officer for a violation of this policy, the Patrol Division Commander should ensure that a copy of any related recording is provided as soon as practicable to the officer upon written request (Tex. Code of Crim. Pro. art. 2.132).

401.9 TRAINING

Training on fair and objective policing and review of this policy should be conducted as directed by the Training Sergeant.

422.1 PURPOSE AND SCOPE

The Weslaco Police Department has equipped marked law enforcement vehicles with Mobile Audio/Video (MAV) recording systems to provide records of events and to assist officers in the performance of their duties. This policy provides guidance on the use of these systems.

422.1.1 DEFINITIONS

Definitions related to this policy include:

Activate - Any process that causes the MAV system to transmit or store video or audio data in an active mode.

In-car camera system and MAV system - Synonymous terms that refer to any system that captures audio and video signals, that is capable of installation in a vehicle, and that includes at a minimum, a camera, microphone, recorder and monitor.

MAV technician - Personnel certified or trained in the operational use and repair of MAVs, duplicating methods and storage and retrieval methods and who have a working knowledge of video forensics and evidentiary procedures.

Recorded media - Audio/video signals recorded or digitally stored on a storage device or portable media.

6. Mobile Audio/Video

422.2 POLICY

It is the policy of the Weslaco Police Department to use mobile audio/video recording technology to fulfill the mission of the Department more effectively and to ensure these systems are used securely and efficiently.

422.3 OFFICER RESPONSIBILITIES

Prior to going into service, each officer will properly equip him/herself to record audio and video in the field. At the end of the shift, each officer will follow the established procedures for providing to the Department any recordings or used media and any other related equipment. Each officer should have adequate recording media for the entire duty assignment. In the event an officer works at a remote location and reports only periodically, additional recording media may be issued. Only Weslaco Police Department identified and labeled media with tracking numbers is to be used.

At the start of each shift, officers should test the MAV system's operation to ensure that it is operational.

System documentation is accomplished by the officer recording his/her name, serial number, badge, or personal identification number (PIN) and the current date and time at the start and again at the end of each shift. If the system is malfunctioning, the officer shall take the vehicle out of service unless a supervisor requests the vehicle remain in service.

422.4 ACTIVATION OF THE MAV

The MAV system is designed to turn on whenever the vehicle's emergency lights are activated. The system remains on until it is turned off manually. The audio portion is independently controlled and should be activated manually by the officer whenever appropriate. When audio is being recorded, the video will also record.

422.4.1 REQUIRED ACTIVATION OF THE MAV

This policy is not intended to describe every possible situation in which the MAV system may be used, although there are many situations where its use is appropriate. An officer may activate the system any time the officer believes it would be appropriate or valuable to document an incident.

In some circumstances it is not possible to capture images of the incident due to conditions or the location of the camera. However, the audio portion can be valuable evidence and is subject to the same activation requirements as the MAV. The MAV system should be activated in any of the following situations:

All field contacts involving actual or potential criminal conduct within video or audio range:

1. Traffic stops (including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops)
 2. Priority responses
 3. Vehicle pursuits
 4. Suspicious vehicles
 5. Arrests
 6. Vehicle searches
 7. Physical or verbal confrontations or use of force
 8. Pedestrian checks
 9. Driving while intoxicated (DWI) investigations, including field sobriety tests.
 10. Consensual encounters
 11. Crimes in progress
 12. Responding to an in-progress call
- (b) All self-initiated activity in which an officer would normally notify Communications.
- (c) Any call for service involving a crime where the recorder may aid in the apprehension and/or prosecution of a suspect, including:
1. Family violence
 2. Disturbance of the peace
 3. Offenses involving violence or weapons.
- (d) Any other contact that becomes adversarial after the initial contact, in a situation that would not otherwise require recording.
- (e) Any other circumstance where the officer believes that a recording of an incident would be appropriate.

Activation of the MAV system is not required when exchanging information with other officers, during breaks or lunch periods, or when not in service or not actively on patrol.

422.4.2 CESSATION OF RECORDING

Once activated, the MAV system should remain on until the incident has concluded. To this section, conclusion of an incident has occurred when all arrests have been made, arrestees have been transported and all witnesses and victims have been interviewed. Recording may cease if an officer is simply waiting for a tow truck or a family member to arrive, or in other similar situations.

422.4.3 SURREPTITIOUS RECORDING

No member of this department may surreptitiously record a conversation of any other member of this department except with a court order or when lawfully authorized by the Chief of Police/ City Marshal or the authorized designee for the purpose of conducting a criminal or administrative investigation.

422.4.4 SUPERVISOR RESPONSIBILITIES

Supervisors should determine if vehicles with non-functioning MAV systems should be placed into service. If these vehicles are placed into service, appropriate documentation should be made, including notification of Communications.

At reasonable intervals, supervisors should validate that:

- (a) Beginning and end-of-shift recording procedures are followed.
- (b) Logs reflect the proper chain of custody, including:
 - 1. The tracking number of the MAV system media.
 - 2. The date the media was issued.
 - 3. The name of the department member or the vehicle to which the media was issued.
 - 4. The date the media was submitted for retention.
 - 5. The name of the department member submitting the media.
 - 6. Holds for evidence indication and tagging as required.
- (c) The operation of MAV systems by new members is assessed and reviewed no less than biweekly.

When an incident arises that requires the immediate retrieval of the recorded media (e.g., serious crime scenes, officer-involved shootings, department-involved traffic accidents), a supervisor shall respond to the scene and ensure that the appropriate person properly retrieves the recorded media. The media may need to be treated as evidence and should be handled in accordance with current evidence procedures for recorded media.

Supervisors may activate the MAV system remotely to monitor a developing situation, such as a chase, riot or an event that may threaten public safety, officer safety or both, when the purpose is to obtain tactical information to assist in managing the event. Supervisors shall not remotely activate the MAV system for the purpose of monitoring the conversations or actions of an officer.

422.5 REVIEW OF MAV RECORDINGS

All recording media, recorded images and audio recordings are the property of the Department. Dissemination outside of the Department is strictly prohibited, except to the extent permitted or required by law.

To prevent damage to, or alteration of, the original recorded media, it shall not be copied, viewed, or otherwise inserted into any device not approved by the Department, MAV technician or forensic media staff. When reasonably possible, a copy of the original media shall be used for viewing (unless otherwise directed by the courts) to preserve the original media.

Recordings may be reviewed in any of the following situations:

- (a) By officers for use when preparing reports or statements
- (b) By a supervisor investigating a specific act of officer conduct
- (c) By a supervisor to assess officer performance
- (d) To assess proper functioning of MAV systems
- (e) By department investigators who are participating in an official investigation, such as a personnel complaint, administrative inquiry, or a criminal investigation
- (f) By department personnel who request to review recordings
- (g) By an officer who is captured on or referenced in the video or audio data and reviews and uses such data for any purpose relating to his/her employment.
- (h) By court personnel through proper process or with the permission of the Chief of Police/City Marshal or the authorized designee
- (i) By the media through proper process
- (j) To assess possible training value
- (k) For training purposes. If an involved officer objects to showing a recording, his/her objection will be submitted to the command staff to determine if the training value outweighs the officer's objection.
- (l) By a supervisor during periodic reviews for compliance with racial profiling laws (Tex. Code of Crim. Pro. art. 2.132)
- (m) As may be directed by the Chief of Police/City Marshal or the authorized designee.

Members desiring to view any previously uploaded or archived MAV recording should submit a request in writing to the Watch Commander. Approved requests should be forwarded to the MAV technician for processing.

In no event shall any recording be used or shown for the purpose of ridiculing or embarrassing any member.

422.6 DOCUMENTING MAV USE

If any incident is recorded with either the video or audio system, the existence of that recording shall be documented in the officer's report. If a citation is issued, the officer shall make a notation on the back of the records copy of the citation indicating that the incident was recorded.

422.7 RECORDING MEDIA STORAGE AND INTEGRITY

Once submitted for storage, all recording media will be labeled and stored in a designated secure area. All recording media that is not booked as evidence will be retained for a minimum of 180 days and disposed of in accordance with the established records retention schedule.

422.7.1 COPIES OF ORIGINAL RECORDING MEDIA

Original recording media shall not be used for any purpose other than for initial review by a supervisor. Upon proper request, a copy of the original recording media will be made for use as authorized in this policy.

Original recording media may only be released in response to a court order or upon approval by the Chief of Police/City Marshal or the authorized designee. If an original recording is released to a court, a copy shall be made and placed in storage until the original is returned.

422.7.2 MAV RECORDINGS AS EVIDENCE

Officers who reasonably believe that a MAV recording is likely to contain evidence relevant to a criminal offense or to a potential claim against the officer or against the Weslaco Police Department should indicate this in an appropriate report. Officers should ensure relevant recordings are preserved.

422.8 SYSTEM OPERATIONAL STANDARDS

- (a) MAV system vehicle installations should be based on officer safety requirements and the vehicle and device manufacturer's recommendations.
- (b) The MAV system should be configured to minimally record for 30 seconds prior to an event.
- (c) The MAV system may not be configured to record audio data occurring prior to activation.
- (d) Unless the transmitters being used are designed for synchronized use, only one transmitter, usually the primary initiating officer's transmitter, should be activated at a scene to minimize interference or noise from other MAV transmitters.
- (e) Officers using digital transmitters that are synchronized to their individual MAVs shall activate both audio and video recordings when responding in a support capacity. This is to obtain additional perspectives of the incident scene.
- (f) Except for law enforcement radios or other emergency equipment, other electronic devices should not be used inside MAV equipped law enforcement vehicles to minimize the possibility of causing electronic or noise interference with the MAV system.
- (g) Officers shall not erase, alter, reuse, modify or tamper with MAV recordings. Only a supervisor, MAV technician or other authorized designee may erase and reissue previous recordings and may only do so pursuant to the provisions of this policy.
- (h) To prevent damage, original recordings shall not be viewed or otherwise inserted into any device not approved by the Department MAV technician or forensic media staff.

422.9 MAV TECHNICIAN RESPONSIBILITIES

The MAV technician is responsible for:

- (a) Ordering, issuing, retrieving, storing, erasing, and duplicating of all recorded media.
- (b) Collecting all completed media for oversight and verification of wireless downloaded media. Once collected, the MAV technician:
 - 1. Ensures it is stored in a secure location with authorized controlled access.
 - 2. Makes the appropriate entries in the chain of custody log.
- (c) Erasing of media:
 - 1. Pursuant to a court order.

2. In accordance with the established records retention schedule, including reissuing all other media deemed to be of no evidentiary value.
- (d) Assigning all media an identification number prior to issuance to the field:
 1. Maintaining a record of issued media.
- (e) Ensuring that an adequate supply of recording media is available.
- (f) Managing the long-term storage of media that has been deemed to be of evidentiary value in accordance with the department evidence storage protocols and the established records retention schedule.

422.10 TRAINING

All members who are authorized to use the MAV system shall successfully complete an approved course of instruction prior to its use.

7. Personnel Complaints

1010.1 PURPOSE AND SCOPE

This policy provides guidelines for the reporting, investigation, and disposition of complaints regarding the conduct of members of the Weslaco Police Department. This policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment or other routine or unplanned contact of a member in the normal course of duty, by a supervisor or any other member, nor shall this policy apply to a criminal investigation.

1010.2 POLICY

The Weslaco Police Department takes seriously all complaints regarding the service provided by the Department and the conduct of its members.

The Department will accept and address all complaints of misconduct in accordance with this policy and applicable federal, state, and local law and municipal and county rules and the requirements of any collective bargaining agreements or memorandum of understanding.

It is also the policy of this department to ensure that the community can report misconduct without concern for reprisal or retaliation.

1010.3 PERSONNEL COMPLAINTS

Personnel complaints include any allegation of misconduct or improper job performance that, if true, would constitute a violation of department policy or federal, state, or local law, policy, or rule. Personnel complaints may be generated internally or by the public.

Inquiries about conduct or performance that, if true, would not violate department policy or federal, state, or local law, policy or rule may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures, or the response to specific incidents by the Department.

1010.3.1 COMPLAINT CLASSIFICATIONS

Personnel complaints shall be classified in one of the following categories:

Informal – A matter in which the Watch Commander is satisfied that appropriate action has been taken by a

supervisor of rank greater than the accused member.

Formal – A matter in which a supervisor determines that further action is warranted. Such complaints may be investigated by a supervisor of rank greater than the accused member or referred to Internal Affairs, depending on the seriousness and complexity of the investigation.

Incomplete – A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. At the discretion of the assigned supervisor or the Internal Affairs, such matters may be further investigated depending on the seriousness of the complaint and the availability of sufficient information.

1010.3.2 SOURCES OF COMPLAINTS

The following applies to the source of complaints:

- (a) Individuals from the public may make complaints in any form, including in writing, by email, in person or by telephone.
- (b) Any department member becoming aware of alleged misconduct shall immediately notify a supervisor.
- (c) Supervisors shall initiate a complaint based upon observed misconduct or receipt from any source alleging misconduct that, if true, could result in disciplinary action.
- (d) Anonymous and third-party complaints should be accepted and investigated to the extent that sufficient information is provided.
- (e) Tort claims and lawsuits may generate a personnel complaint.

1010.4 AVAILABILITY AND ACCEPTANCE OF COMPLAINTS

1010.4.1 COMPLAINT FORMS

Personnel complaint forms will be maintained in a clearly visible location in the public area of the police facility and be accessible through the department website. Forms may also be available at other City facilities.

Personnel complaint forms in languages other than English may also be provided, as determined necessary or practicable.

1010.4.2 ACCEPTANCE

All complaints will be courteously accepted by any department member and promptly given to the appropriate supervisor. Although written complaints are preferred, a complaint may also be filed orally, either in person or by telephone. Such complaints will be directed to a supervisor. If a supervisor is not immediately available to take an oral complaint, the receiving member shall obtain contact information sufficient for the supervisor to contact the complainant. The supervisor, upon contact with the complainant, shall complete and submit a complaint form as appropriate.

Although not required, complainants should be encouraged to file complaints in person so that proper identification, signatures, photographs, or physical evidence may be obtained as necessary.

1010.5 DOCUMENTATION

Supervisors shall ensure that all formal and informal complaints are documented on a complaint form. The

supervisor shall ensure that the nature of the complaint is defined as clearly as possible.

All complaints and inquiries should also be documented in a log that records and tracks complaints. The log shall include the nature of the complaint and the actions taken to address the complaint. On an annual basis, the Department should audit the log and send an audit report to the Chief of Police/City Marshal or the authorized designee.

1010.6 ADMINISTRATIVE INVESTIGATIONS

Allegations of misconduct will be administratively investigated as follows.

1010.6.1 SUPERVISOR RESPONSIBILITIES

In general, the primary responsibility for the investigation of a personnel complaint shall rest with the member's immediate supervisor, unless the supervisor is the complainant, or the supervisor is the ultimate decision-maker regarding disciplinary action or has any personal involvement regarding the alleged misconduct. The Chief of Police/City Marshal or the authorized designee may direct that another supervisor investigates any complaint.

A supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation.

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring that upon receiving or initiating any formal complaint, a complaint form is completed.
 - 1. The original complaint form will be directed to the Watch Commander of the accused member, via the chain of command, who will take appropriate action and/or determine who will have responsibility for the investigation.
 - 2. In circumstances where the integrity of the investigation could be jeopardized by reducing the complaint to writing or where the confidentiality of a complainant is at issue, a supervisor shall orally report the matter to the member's Division Commander or the Chief of Police/City Marshal, who will initiate appropriate action.
- (b) Responding to all complaints in a courteous and professional manner.
- (c) Resolving those personnel complaints that can be resolved immediately.
 - 1. Follow-up contact with the complainant should be made within 24 hours of the Department receiving the complaint.
 - 2. If the matter is resolved and no further action is required, the supervisor will note the resolution on a complaint form and forward the form to the Watch Commander.
- (d) Ensuring that upon receipt of a complaint involving allegations of a potentially serious nature, the Watch Commander and Chief of Police/City Marshal are notified via the chain of command as soon as practicable.
- (e) Promptly contacting Human Resources and the Watch Commander for direction regarding the supervisor's role in addressing a complaint that relates to sexual, racial, ethnic, or other forms of prohibited harassment or discrimination.
- (f) Forwarding unresolved personnel complaints to the Watch Commander, who will determine whether to contact the complainant or assign the complaint for investigation.
- (g) Informing the complainant of the investigator's name and the complaint number within three days

after assignment.

- (h) Investigating a complaint as follows:
 - 1. Making reasonable efforts to obtain names, addresses and telephone numbers of witnesses.
 - 2. When appropriate, immediate medical attention is provided, and photographs of alleged injuries and accessible uninjured areas are taken.
- (i) Ensuring that the procedural rights of the accused member are followed.
- (j) Ensuring interviews of the complainant are generally conducted during reasonable hours.

1010.6.2 ADMINISTRATIVE INVESTIGATION PROCEDURES

Whether conducted by a supervisor or a member of the Internal Affairs, the following applies to employees:

- (a) Interviews of an accused employee shall be conducted during reasonable hours and preferably when the employee is on duty. If the employee is off duty, he/she shall be compensated.
- (b) Unless waived by the employee, interviews of an accused employee shall be at the Weslaco Police Department or other reasonable and appropriate place.
- (c) No more than two interviewers should ask questions of an accused employee.
- (d) Prior to any interview, an employee should be informed of the nature of the investigation.
- (e) All interviews should be for a reasonable period and the employee's personal needs should be accommodated.
- (f) No employee should be subjected to offensive or threatening language, nor shall any promises, rewards or other inducements be used to obtain answers.
- (g) Any employee refusing to answer questions directly related to the investigation may be ordered to answer questions administratively and may be subject to discipline for failing to do so.
 - 1. An employee should be given an order to answer questions in an administrative investigation that might incriminate the employee in a criminal matter only after the employee has been given a *Garrity* advisement. Administrative investigators should consider the impact that compelling a statement from the employee may have on any related criminal investigation and should take reasonable steps to avoid creating any foreseeable conflicts between the two related investigations. This may include conferring with the person in charge of the criminal investigation (e.g., discussion of processes, timing, implications).
 - 2. No information or evidence administratively coerced from an employee may be provided to anyone involved in conducting the criminal investigation or to any prosecutor.
- (h) The interviewer should record all interviews with employees and witnesses. The employee may also record the interview. If the employee has been previously interviewed, a copy of that recorded interview should be provided to the employee prior to any subsequent interview.
- (i) All employees subjected to interviews that could result in discipline have the right to have an uninvolved representative present during the interview. However, in order to maintain the integrity of everyone's statement, involved employees shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.
- (j) All employees shall provide complete and truthful responses to questions posed during interviews.
- (k) No employee may be compelled to submit to a polygraph examination, nor shall any refusal to submit to

such an examination be mentioned in any investigation.

1010.6.3 ADMINISTRATIVE INVESTIGATION FORMAT

Formal investigations of personnel complaints shall be thorough, complete, and essentially follow this format:

Introduction – Include the identity of the members, the identity of the assigned investigators, the initial date and source of the complaint.

Synopsis – Provide a summary of the facts giving rise to the investigation.

Summary – List the allegations separately, including applicable policy sections, with a summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation.

Evidence – Each allegation should be set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of members and witness statements. Other evidence related to each allegation should also be detailed in this section.

Conclusion – A recommendation regarding further action or disposition should be provided.

Exhibits – A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.

1010.6.4 DISPOSITIONS

Each personnel complaint shall be classified with one of the following dispositions:

Unfounded – When the investigation discloses that the alleged acts did not occur or did not involve department members. Complaints that are determined to be frivolous will fall within the classification of unfounded.

Exonerated – When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.

Not sustained – When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the member.

Sustained – When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.

If an investigation discloses misconduct or improper job performance that was not alleged in the original complaint, the investigator shall take appropriate action about any additional allegations.

1010.6.5 COMPLETION OF INVESTIGATIONS

In order to meet the 180-day limit under Tex. Local Gov't Code § 143.052, every investigator or supervisor assigned to investigate a personnel complaint or other alleged misconduct should proceed with due diligence in an effort to complete the investigation within 150 days from the date of discovery by an individual authorized to initiate an investigation.

1010.6.6 NOTICE TO COMPLAINANT OF INVESTIGATION STATUS

The member conducting the investigation should provide the complainant with periodic updates on the status of the investigation, as appropriate.

8. Article 29 Personnel Files & Disciplinary Records

COLLECTIVE BARGAINING LABOR AGREEMENT

Between the
CITY OF WESLACO, TEXAS

And the
WESLACO MUNICIPAL POLICE UNION ("WMPU")

Term of Contract - 3 Years

October 1, 2021, through October 1,

2024

Section 1. The maintenance of police officer personnel files shall be governed by the provisions of 143.089, TLGC, except as otherwise provided for in this Article. This includes both the civil service personnel file, maintained under 143.089(a), TLGC (the "a" file), as well as the departmental file, maintained under 143.089 (g), TLGC (the "g" file).

Section 2. The CITY shall make reasonable efforts to maintain the confidentiality of each police officer's civil service personnel file, as per 143.089(f), TLGC. Upon receiving a request for information under Chapter 552 of the Texas Government Code or for production under a *subpoena duces tecum* for information contained in an employee's personnel file, the Civil Service Director shall cause notice of such request to be forwarded to the affected employee. The Civil Service Director shall also contact the CITY's legal counsel for the purpose of making reasonable efforts to maintain the confidentiality of the personnel file (the (a) file). Similarly, the Department Head shall make reasonable efforts to protect the confidentiality of any departmental personnel file (the (g) file).

Section 3. The Chief of Police retains sole and exclusive discretion regarding whether to file a written reprimand, counseling, or warning, in a police officer's personnel file, whether in the civil service personnel file (the (a) file) or the departmental personnel file (the (g) file), or both.

- A. A written reprimand filed with the civil service director shall be entitled to rebuttal in accordance with the provisions of 143.089, TLGC.
- B. A written reprimand maintained only in the departmental (g) file may be rebutted within fifteen (15) days after notice or receipt of such a reprimand. Any such rebuttal shall be included in the departmental (g) file, but no further action by the Chief of Police or the CITY is required.
- C. A police officer may, upon reasonable request, inspect the departmental (g) file for the limited purpose of confirming inclusion of any rebuttal letter tendered under subsection (B) above into the (g) file.

Section 4. Upon request by a police officer, the officer's disciplinary record in the civil service (a) file shall be purged into the departmental (g) file, in accordance with the following guidelines:

- A. Written evidence of counseling, warnings, and reprimands will be removed from the personnel file (the (a) file) following twelve (12) consecutive months of discipline-free service.
- B. Evidence of suspensions will be purged as follows:
 - 1) Suspension of 1 to 15 days after three (3) years of discipline-free service; and,
 - 2) Suspension of 16 to 30 days after five (5) years of discipline free service (suspensions of 16 to 30 days necessarily by agreement under 143.052(g), TLGC).

Section 5. Provided, however, that up to two (2) written counseling, warnings, or reprimands, which occur within one (1) year from the three (3) or five (5) year expiration date of any suspension purging period shall not operate to prevent purging of an officer's personnel file.

Section 6. Provided further that nothing in this Article is intended to be, nor shall be, in derogation of the statutory and common-law privileges that attach to the departmental file (the (f) file), which remains in the sole custody and control of the Chief of Police.

9. Racial Profiling Report Submitted to the State of Texas

Racial Profiling Report | Full

Agency Name: WESLACO POLICE DEPT.

Reporting Date:

02/06/2024 TCOLE

Agency Number:

215215

Chief Administrator: JOEL RIVERA

Agency Contact Information:

Phone: (956) 968-8591

Email: Joel.Rivera@weslacotx.gov

Mailing Address:

300 S. Bridge Ave WESLACO, TX 78596

This Agency filed a full report.

WESLACO POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling.
- 2) strictly prohibits peace officers employed by the WESLACO POLICE DEPT. from engaging in racial profiling.
- 3) implements a process by which an individual may file a complaint with the WESLACO POLICE DEPT. if the individual believes that a peace officer employed by the WESLACO POLICE DEPT. has engaged in racial profiling with respect to the individual.
- 4) provides public education relating to the agency's complaint process.
- 5) requires appropriate corrective action to be taken against a peace officer employed by the WESLACO POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the WESLACO POLICE DEPT. policy.
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained.
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search.
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual.
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop.
 - e. the location of the stop.
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected,

employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- a. the Commission on Law Enforcement; and
- b. The governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WESLACO POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: Sgt. Brooks Ditto Training
Coordinator

Date: 02/06/2024

Total stops: 8337

Street address or approximate location of the stop

City street	7661
US highway	652
County road	0
State highway	0
Private property or other	24

Was race or ethnicity known prior to stop?

Yes	11
No	8326

Race / Ethnicity

Alaska Native / American Indian	2
Asian / Pacific Islander	20
Black	39
White	181
Hispanic / Latino	8095

Gender**Female 3447**

Alaska Native / American Indian	1
Asian / Pacific Islander	10
Black	8
White	60
Hispanic / Latino	3368

Male 4890

Alaska Native / American Indian	1
Asian / Pacific Islander	10
Black	8
White	60
Hispanic / Latino	3368

Reason for stop?**Violation of law 584**

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	11

Hispanic / Latino	571
Preexisting knowledge	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	2
Moving traffic violation	4622
Alaska Native / American Indian	2
Asian / Pacific Islander	11
Black	24
White	105
Hispanic / Latino	4480
Vehicle traffic violation	3129
Alaska Native / American Indian	0
Asian / Pacific Islander	8
Black	14
White	65
Hispanic / Latino	3042
Was a search conducted?	
Yes	515
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	6
Hispanic / Latino	507
No	7822
Alaska Native / American Indian	2
Asian / Pacific Islander	20
Black	37
White	175
Hispanic / Latino	7583
Reason for Search?	
Consent	124
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3

Hispanic / Latino	121				
Contraband	12				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	12				
Probable	193				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	2				
White	3				
Hispanic / Latino	188				
Inventory	22				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	22				
Incident to arrest	164				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	164				
Was Contraband discovered?					
Yes	173				
		Did the finding result in arrest?			
		(total should equal previous column)			
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	0	Yes	0	No	0
Black	1	Yes	1	No	0
White	3	Yes	3	No	0
Hispanic / Latino	169	Yes	133	No	36
No	342				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	1				
White	3				
Hispanic / Latino	338				

Description of contraband	
Drugs	146
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	144
Weapons	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	11
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	11
Stolen property	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	3
Other	16
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	14
Result of the stop	
Verbal warning	6

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	6
Written warning	5820
Alaska Native / American Indian	1
Asian / Pacific Islander	19
Black	30
White	156
Hispanic / Latino	5614
Citation	2136
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	7
White	21
Hispanic / Latino	2106
Written warning and arrest	115
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	3
Hispanic / Latino	111
Citation and arrest	164
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	162
Arrest	96
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	96
Arrest based on	
Violation of Penal Code	156
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	1
White	3
Hispanic / Latino	152
Violation of Traffic Law	112
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	111
Violation of City Ordinance	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	5
Outstanding Warrant	102
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	101

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	101
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	1
No	8336
Alaska Native / American Indian	2
Asian / Pacific Islander	20
Black	38
White	181
Hispanic / Latino	8087

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	
Use Department's submitted analysis	

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-157	
From:			
Subject: Discussion and consideration on an Interlocal Agreement between the City of Weslaco and the Rio Grande Valley Metropolitan Planning Organization, represented by the Lower Rio Grande Valley Development Council, for a cost participation from the City not to exceed \$31,250 for the engagement of a consultant to conduct a corridor study for the Southwest Loop Project and authorize the Mayor to execute any related documents. Possible action. (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 as presented.			
Staff Recommendation:			
Attachments, if any: Exhibit A correspondence Weslaco SW Loop Planning Corridor-alignment study, INTERLOCAL AGREEMENT RGVMPO - HCP1_ SW Loop - Draft.justified			
Responsibilities upon Approval:			



DAVID L. FUENTES
HIDALGO COUNTY COMMISSIONER PCT. 1
1902 JOE STEPHENS AVE. STE 101
WESLACO, TEXAS 78599
Office: (956) 968-8733 • Fax (956) 969-1417

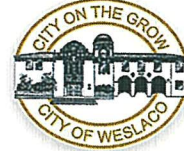


February 6, 2023

Andrew A. Cannon, Executive Director
RGVMPO
617 West University Drive
Edinburg, Texas 78539

In Coordination With:

07-02-23 P01:02 LN



RE: Weslaco SW Loop Planning Corridor/Alignment Study

Mayor, David Suarez

Dear Mr. Cannon:

Hidalgo County Precinct 1 and the City of Weslaco respectfully request that the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) conduct a planning study for the proposed Southwest Loop around the City of Weslaco as shown on the attached location map. The limits of Section 1, as described on the Metropolitan Transportation Plan (MTP) should be extended north to Interstate Highway 2 (IH-2). Project information is as follows:

Project Name: Weslaco Loop Southwest System

Location: City of Weslaco, Texas/County of Hidalgo Precinct 1

SECTION 1: On Mile 6 W (Westgate Dr.)

From: Business 83

To: Mile 5 N

MTP# HC – 321

CSJ: 0921-02-469

Functional Classification: Major Collector

SECTION 2: On Mile 5 N (34th Street)

From: FM 1015

To: Westgate Dr. (Mile 6 W)

MTP # HC-320

CSJ: None Available

Functional Classification: Minor Collector

Project Information:

- The scope of project is to widen the existing roadways to a four lane divided facility for both vehicular and pedestrian/bicycle facilities. *(See attached Proposed Typical Section)* This would complete the proposed Weslaco Loop System. *(See attached Location Map)*
- This project is currently in the RGVMPO MTP.
- This project is being considered for development in full cooperation between Hidalgo County Precinct 1 and the City of Weslaco.
- This project's total estimated cost is currently at \$78 Million. Cooperatively, Hidalgo County Precinct 1 and the City of Weslaco respectfully requests that RGVMPO perform a planning study for this corridor/alignment to determine its feasibility.
- Hidalgo County and the City of Weslaco are prepared to participate with 25% of a \$250,000 cost for the planning study.

Hidalgo County Precinct 1 and the City of Weslaco would like to thank you in advance for your continuing support towards the transportation needs of our community. If you have any questions please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Fuentes', written over a horizontal line.

Honorable David L. Fuentes
Commissioner, Hidalgo County Precinct 1

A handwritten signature in blue ink, appearing to read 'David Suarez', written over a horizontal line.

Honorable David Suarez
Mayor, City of Weslaco

Attachments

Cc: Martin Garza, Jr., Weslaco City Manager
Jorge Pena, Hidalgo County Precinct 1 RPIC

CALL FOR PLANNING PROJECTS FORM

FY 2024-2025 UNIFIED PLANNING WORK PROGRAM



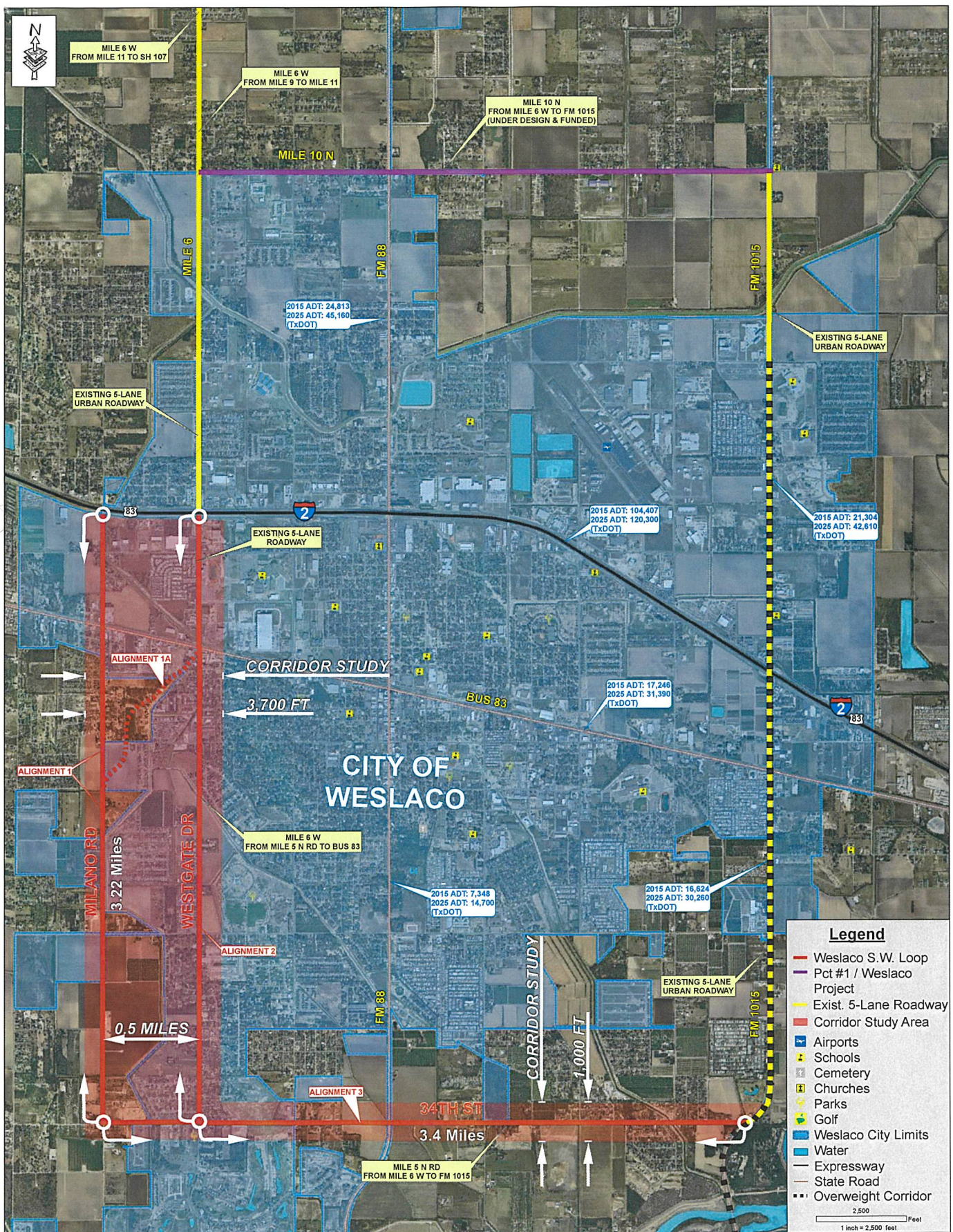
Sponsoring Agency:	Hidalgo County Precinct No. 1
Contact Person:	Honorable, David L. Fuentes
Phone Number:	956-968-8733
Email Address:	david.fuentes@co.hidalgo.tx.us

Title of Proposed Project:	Weslaco Southwest Loop
Study Area Location and Boundaries (if applicable):	CORRIDOR STUDY: FROM: Intersection of FM 1015 & 34th St. thence West 3.4 Miles to encompass & study Mile 6 (S. Westgate Dr.) & S. Milano Rd. thence North to IH-2, (See location Map attached).
Estimated Schedule for Project (beginning and ending dates):	FY 2024 - FY 2030
Amount of Funding Requested:	\$250,000
Other Contributions and Sources of Funding:	City of Weslaco & Hidalgo County to participate with 25% of cost.

Please describe the goals and vision of the project and how these goals relate to local/regional planning efforts. This description should discuss the need and purpose of the project as well as the desired outcomes.

The City of Weslaco and Hidalgo County would like to determine the feasibility and need for the Weslaco Southwest Loop by having the RGVMPO perform a planning corridor/alignment study.

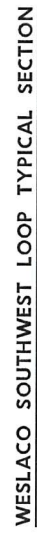
The need and purpose of this project is to enhance the safety of the traveling public by separating the passenger vehicular traffic from the freight commercial international truck traffic, thus resulting in less accidents and improve efficiency and reduce delays.



PROPOSED WESLACO LOOP CORRIDOR STUDY AREA

(APPROX. 6.62 MILES)

L&G Consulting Engineers, Inc.
 2302 W. Expressway 83
 Weslaco, TX 78783
 Phone: (956) 346-0022
 Fax: (956) 346-0022
 Toll Free: (800) 346-0022
 Firm No. E-4105



INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into on this _____ day of _____, 2024 by and between the Rio Grande Valley Metropolitan Planning Organization (RGVMPO), represented by the Lower Rio Grande Valley Development Council (LRGVDC), hereinafter referred to as the "RGVMPO," and the City of Weslaco, hereinafter referred to as the "City" and the County of Hidalgo, by and through its Precinct 1, hereinafter referred to as the "County."

RECITALS:

WHEREAS, the RGVMPO is a regional entity responsible for transportation planning and programming activities within the Rio Grande Valley region; and

WHEREAS, the City of Weslaco is a political subdivision within the Rio Grande Valley region, located in Hidalgo County, Texas; and

WHEREAS, the County is a local government and a county in the State of Texas;

WHEREAS, the City and County are committed to the development and enhancement of transportation infrastructure within its jurisdiction; and

WHEREAS, the City and County have identified the need for a corridor study for the area known as the "SW Loop" to assess transportation needs, potential improvements, and future developments within the City (See attached correspondence to RGVMPO from City and County attached hereto as **EXHIBIT A**); and

WHEREAS, the City and County desire to engage the expertise of a consultant to conduct the aforementioned corridor study; and

WHEREAS, the RGVMPO has the capacity to assist the City and County in obtaining the services of a qualified consultant and to facilitate the completion of the corridor study; and

WHEREAS, the City and the County are willing to provide funding to the RGVMPO for the purpose of securing a consultant for the corridor study.

AGREEMENT:

Purpose: The purpose of this Agreement is to establish the terms and conditions under which the City and County will provide funding to the RGVMPO for the engagement of a consultant to conduct a corridor study for the City of Weslaco, within Hidalgo County Precinct 1, focusing on the area known as the "SW Loop."

Funding: The City and County agree to provide the RGVMPO thirty one thousand two hundred fifty dollars (\$31,250) each for a total sum of sixty-two thousand five hundred dollars (\$62,500) to be used exclusively for the engagement of a consultant to conduct the corridor study.

Scope of Work: The corridor study shall include, but not be limited to, an assessment of existing transportation infrastructure, traffic patterns, land use considerations, potential improvements, and future transportation needs within the SW Loop area of Weslaco. The consultant shall provide a

comprehensive report detailing findings, recommendations, and potential strategies for enhancing transportation within the study area.

Consultant Selection: The RGVMPO shall be responsible for the selection and engagement of a qualified consultant to conduct the corridor study. The RGVMPO will follow the procurement process established by the LRGVDC for the selection, ensuring compliance with applicable procurement and contracting regulations.

Project Oversight: The RGVMPO, the City, and the County shall collaborate throughout the duration of the corridor study. The City and the County shall have the opportunity to review and provide input on the scope of work, consultant selection, and the final report.

Timeline: The corridor study shall commence within thirty (30) days of the execution of this Agreement and shall be completed within twelve (12) months thereafter, subject to adjustments as mutually agreed upon by the parties.

Payment: The City and the County shall each pay half of the full agreed amount of sixty-two thousand five hundred dollars (\$62,500) within thirty (30) days of the execution of this Agreement.

Termination: Any party may terminate this Agreement with written notice to the other parties in the event of a material breach that remains uncured for thirty (30) days.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

[SIGNATURE PAGE TO FOLLOW]

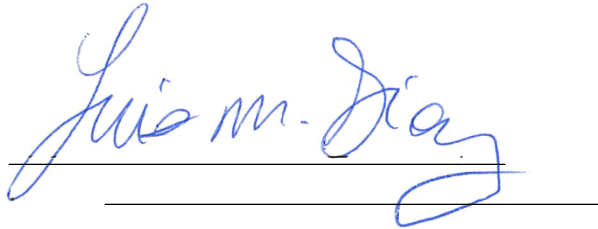
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For RGVMPPO, represented by LRGVDC:

For City of Weslaco:

Printed Name: _____
Title: _____

Honorable Adrian Gonzalez
Mayor, City of Weslaco



Luis Diaz
RGVMPO Interim Executive Director

For County of Hidalgo:

Hon. Richard F. Cortez
Hidalgo County Judge

Attest:

Manuel Cruz
Arturo Guajardo, Jr. LRGVDC Executive Director

County

Clerk



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-235	
From:			
Subject: Discussion and possible action on Senate Bill 1145 regarding childcare exemptions and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-336	
From:			
Subject: Discussion and consideration to approve Resolution 2024-42 finding that AEP Texas Central Company's application to increase system-wide distribution and transmission rates within the city should be denied; finding that the city's reasonable rate case expenses shall be reimbursed by the company; and authorize the Mayor to execute any related documents. Possible action. (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 Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: OJ Cities - Model Staff Report - AEP Texas Rate Case 2024, R2024-42 deny AEP rate increase			
Responsibilities upon Approval: Execute, retain, and forward to the appropriate party.			

MODEL STAFF REPORT

*****ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE
BEFORE APRIL 4, 2024*****

PURPOSE:

AEP Texas Inc (“AEP Texas” or “Company”) filed an application on February 29, 2024 with cities retaining original jurisdiction seeking to increase system-wide distribution rates by \$110.4 million per year (an increase of 13.1%) and increase system-wide transmission rates by \$63.1 million (an increase of 9.29%). According to AEP Texas, the impact of this approval on an average residential customer would be an increase of about \$4.59 per month.

The resolution suspends the April 4, 2024 effective date of the Company’s rate change for the maximum period permitted by law to allow the City, working in conjunction with other Cities served by AEP Texas to intervene in the Public Utility Commission Docket No. 56165 to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, AEP Texas’s rate request is deemed approved.**

Purpose of this Resolution:

The purpose of this Resolution is to suspend the Statement of Intent to Change Rates proposed by AEP Texas and authorize the City to intervene in the Company’s rate case proceeding before the Public Utility Commission in Docket No. 56165.

Explanation of “Be It Resolved” Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as “the maximum period allowed by law” rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on AEP Texas’ request to change rates by July 3, 2024.

Section 2. This provision authorizes the City to participate in a coalition of Cities served by AEP Texas (“Cities”) in order to more efficiently represent the interests of the City and their citizens and authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable

rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. This section authorizes the City to intervene in and participate with Cities Served by AEP Texas as a party in the Company's filing, PUC Docket No. 56165.

Section 4. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to AEP Texas for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both AEP Texas' counsel and counsel for the Cities will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

RESOLUTION NO. 2024-42

RESOLUTION OF THE CITY OF WESLACO SUSPENDING THE APRIL 4 2024 EFFECTIVE DATE OF AEP TEXAS INC.'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS AND AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE COMMISSION; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about February 29, 2024, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 filed with the City of Weslaco ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective April 4, 2024 and

WHEREAS, the City is an electric utility customer of AEP Texas and a regulatory authority with an interest in the rates and charges of AEP Texas; and

WHEREAS, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, the City's consultants and attorneys recommend that the City suspend the application for further review.

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

SECTION 1. That the April 4, 2024, effective date of the rate request submitted by AEP Texas on or about February 29, 2024, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City joins other Cities Served by AEP Texas in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 3. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Public Utility Commission of Texas' consideration of AEP Texas' rate filing in Docket No. 56165 as it affects the customers in the unincorporated areas of AEP Texas' service territory.

SECTION 4. That the City's reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. A copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (aepaustintx@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 19th day of March 2024.

CITY OF WESLACO

MAYOR, ADRIAN GONZALEZ

ATTEST:

City Secretary, Norma A. Cantu

APPROVED AS TO FORM:

City Attorney, Juan E. Gonzalez



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-326	
From: ANDREW MUNOZ			
Subject: Discussion and consideration to solicit Engineering Services to update the City's Water Conservation and Drought Contingency Study and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.)			
Background: The staff is requesting to update the City's Water Conservation and Drought Contingency Plan as the past review was back in 2009. InfraMark has been providing the required TCEQ 5-year plans. However, since the growth of the city and its demands have increased, a plan update is highly recommended.			
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: First publication would be March 6, 2024; advertised for 30 days.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Solicit the advertisement and RFQ			



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-327	
From: ANDREW MUNOZ			
Subject: Discussion and consideration to solicit Professional Services for the appraisal of Airport Land and Facilities and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)			
Background: As part of the Airport Master Plan, we are revising and updating the ground and facility lease agreements. As part of the process, we are requesting appraisal services to best determine "Fair Market Value" for ground and facility lease space(s) as per FAA guidelines, as well as determine actual usable square footage per tenant.			
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): Presentation to the Advisory Board will be March 14, 2023.			
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:			
Responsibilities upon Approval: Solicit RFQ for 30 days.			



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-338	
From: ANDREW MUNOZ			
Subject: Discussion and consideration to approve Ordinance 2024-10 repealing Ordinance 86-11 and adopting the Mid-Valley Rules and Standards for the Weslaco Mid-Valley Airport and authorize the Mayor to execute any related documents. First Reading of Ordinance 2024-10. Possible action. (Staffed by Airport Department.)			
Background: These Rules and Standards are intended to support the City's goal for the Airport, which is to create and maintain an inviting air transportation facility which provides facilities and services to meet customer needs; to provide a safe environment for tenants and users; achieve financial self-sufficiency to the greatest degree possible; and provide a competitive environment for the customer base it serves and targets in the future. These Rules and Standards will replace all previous versions of Minimum Standards and Rules and Regulations in their entirety and will define the operating parameters for all stakeholders and users of the Airport to identify what requirements must be offered in order to qualify to conduct Commercial and Non-Commercial Aeronautical Activities at the Airport. These Rules and Standards shall apply to all new Agreements and any extension of term for expiring existing Agreements. The implementation of these Rules and Standards is not intended to cause any existing Entity to retrofit its facilities to comply nor to alter terms and conditions contained in unexpired Agreements. If an Entity requests to modify the terms of services within an existing Agreement, the City shall, as a condition of its approval, require compliance with these Rules and Standards. These Rules and Standards shall not modify an existing agreement, nor shall they prohibit the City from entering into an agreement that requires an entity to exceed these Rules and Standards. These Rules and Standards are not intended to be all-inclusive. In establishing these Rules and Standards, the City's goal is to assure an adequate minimum level of quality of service for airport users; to foster competition at the Airport; and to avoid unfair or prohibited unjust discrimination among similar Commercial Aeronautical Service providers. The Rules and Standards shall be applied objectively and uniformly. The standards and requirements in this policy are minimums; all entities are encouraged to exceed the minimum.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation):

The advisory board reviewed the ordinance and rules and standards and approved unanimously.

ANDREW MUNOZ
ANDREW MUNOZ
Martin Garza

Created/Initiated
Approved
New

City Manager Comments:

Approve as recommended by staff.

Staff Recommendation:

Staff recommends approval.

Attachments, if any:

TXW Rules and Standards Final Clean 030124, O2024-10 adopt Rules and Standards MVA

Responsibilities upon Approval:

Making changes for second and final reading.

**CITY OF WESLACO
WESLACO MID VALLEY AIRPORT
WESLACO, TEXAS**



**RULES AND STANDARDS
FOR
WESLACO MID VALLEY AIRPORT**

FEBRUARY 2024

DRAFT

**City of Weslaco
Mid Valley Airport
Rules and Standards**

Preface

The City's business plan for the Mid Valley Airport has developed a strategy to capitalize on the expected economic growth in the Rio Grande Valley. The airport's goal will be to increase demand by capturing a consistent piece of the regional aviation population and delivering a unique value to target customers, beyond what other airports provide. By increasing the portion of the market share at Weslaco Mid Valley Airport (TXW), it will have a profound economic impact on Weslaco and nearby municipalities.

These Rules and Standards are intended to support City's goal for the Airport, which is to create and maintain an inviting air transportation facility which provides facilities and services to meet customer needs; to provide a safe environment for tenants and users; achieve financial self-sufficiency to the greatest degree possible; and provide a competitive environment for the customer base it serves and targets in the future. These Rules and Standards will replace all previous versions of Minimum Standards and Rules and Regulations in their entirety and will define the operating parameters for all stakeholders and users of the Airport to identify what requirements must be offered in order to qualify to conduct Commercial and Non-Commercial Aeronautical Activities at the Airport.

These Rules and Standards shall apply to all new Agreements and any extension of term for expiring existing Agreements. The implementation of these Rules and Standards is not intended to cause any existing Entity to retrofit its facilities to comply nor to alter terms and conditions contained in unexpired Agreements. If an Entity requests to modify the terms of services within an existing Agreement, the City shall, as a condition of its approval, require compliance with these Rules and Standards. These Rules and Standards shall not modify an existing agreement, nor shall they prohibit the City from entering into an agreement that requires an entity to exceed these Rules and Standards.

These Rules and Standards are not intended to be all-inclusive. An Entity will be subject additionally to applicable federal, state, and local laws, statutes, codes, ordinances, and regulations pertaining to all such services. It is the responsibility of the Entity to be familiar with all federal, state, and local rules that may pertain to the service that the Entity is providing. It is not an affirmative defense against non-compliance that the Airport did not supply the Entity with or notify the Service Provider of a pertinent rule.

In establishing these Rules and Standards, the City's goal is to assure an adequate minimum level of quality of service to Airport users; to foster competition at the Airport; and to avoid unfair or prohibited unjust discrimination among similar Commercial Aeronautical Service providers. The Rules and Standards shall be applied objectively and uniformly. The standards and requirements in this policy are minimums; all Entities are encouraged to exceed the minimum.

Subdivision I - POLICIES AND GUIDELINES
IMPACTED PARTIES: ALL TENANTS AND USERS

SECTION A. -- DEFINITIONS

The following words and terms shall have meanings as indicated below, unless the context clearly requires otherwise:

- a. **Abandoned Aircraft and Abandoned Vehicle** is any aircraft or vehicle left unattended and stationary on the Airport property in an inoperable condition and/or without a current license and/or insurance or under such circumstances that evidence an intention by the owner or operator to voluntarily surrender, relinquish or disclaim the aircraft or vehicle. An aircraft or vehicle can be considered abandoned if the Airport makes a reasonable attempt to contact the owner at its last known address via registered or certified mail and a response is not received or if contact is made, the owner does not remove the aircraft or vehicle in an expeditious manner as determined at the sole discretion of the Airport Director. No liability shall accrue to the City, its officers, agents or employees for towing, removal, impoundment, storage or disposition of aircraft or vehicles or their contents under this article. The return of an impounded aircraft or vehicle may be conditioned on the owner or operator thereof paying all fees accrued against such aircraft to include towing and storage fees incident to impoundment. The City shall have a lien on aircraft or vehicles impounded for the storage and care thereof. Notification to the owner of impounded aircraft or vehicles shall be conclusively presumed given if, after accrual of sixty (60) calendar days of unpaid storage charges or fees, the registered owner of such aircraft or vehicle is advised by registered or certified letter, return receipt requested, of the fact of impoundment, delinquency in payment of the charges, the City's lien for the payment of such charges, and the contemplated public sale of such aircraft or vehicle following the expiration of thirty (30) calendar days after mailing of such notice, unless payment or suitable arrangements for payments have been made.
- b. **Aeronautical Activity** is any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.
- c. **Agreement** means a written, legally enforceable contract between the City of Weslaco and any party concerning access to and use of the Weslaco Mid Valley Airport.
- d. **Air Charter and Air Taxi** means the Commercial Aeronautical Activity of providing air transportation of persons or property for hire on a charter basis or as an air taxi operator as defined and regulated by the Federal Aviation Administration.
- e. **Air Traffic Control Tower** means service provided by ground-based air traffic controllers who direct aircraft on the ground and through controlled airspace and can provide advisory services to aircraft in non-controlled airspace.
- f. **Aircraft Management** means the Commercial Aeronautical Activity of providing aircraft flight dispatch, flight crews, or aircraft maintenance coordination on behalf of an aircraft owner for an aircraft under the care, custody, or control of the owner.
- g. **Aircraft Rental** means the Commercial Aeronautical Activity of renting or leasing aircraft to third parties for compensation.
- h. **Aircraft Restoration and Refurbishing** means the Commercial Aeronautical Activity of restoring, refurbishing, or repainting aircraft structures, propellers, accessories, interiors, exteriors and components for compensation, after which the aircraft will continue to operate. This category of activity excludes the demolition or salvage of aircraft, after which aircraft will not continue to operate.

- i. **Aircraft Sales** means the Commercial Aeronautical Activity of the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.
- j. **Airframe and Power Plant Maintenance** means the Commercial Aeronautical Activity of providing airframe and power plant services, which includes the repair, maintenance, inspection, constructing, and making of modifications and alterations to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43, as currently in effect or as it may hereafter be amended.
- k. **Airport** means the Weslaco Mid Valley Airport and all the area, buildings, facilities, and improvements within the interior boundaries of such Airport as it now exists or as it may hereafter be extended or enlarged and as depicted on a current Airport Layout Plan approved by the Federal Aviation Administration, as may be amended from time to time.
- l. **Airport Director or Director** is the individual employed by the City to manage the activities and provide continuity for long range planning and development of the Airport
- m. **Airport Driving Badge** means the badge issued by the Airport for the privilege of operating a motor vehicle on the airfield.
- n. **Airport Layout Plan or "ALP"** means a plan showing the existing and proposed Airport improvements and boundaries in a form prescribed by the Airport Director.
- o. **Airport Operations Area or "AOA"** means the area of the Airport identified in the Airport Security Program that includes the aircraft movement areas, aircraft parking areas, loading ramps, safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures. Generally, the AOA is that portion of the Airport which lies inside the airport perimeter security fence giving direct access to any aircraft and its movement area.
- p. **Airports or City Law Enforcement** means Persons identified by the Airport Director to provide security and/or law enforcement functions at the Airport.
- q. **AVGAS** means aviation gasoline, 100LL or equivalent, intended for use in piston aircraft.
- r. **AVGAS Fueling** means the fueling of piston aircraft with fuel purchased at the owner's discretion. No permits are required for AVGAS Fueling unless the fueling meets the standard required to obtain a Self-Fueling Permit.
- s. **Avionics Sales and Maintenance** means the Commercial Aeronautical Activity of providing for the repair and service, or installation of aircraft radios, instruments, and accessories for compensation. Such operation may include the sale of new or used aircraft radios, instruments, and accessories.
- t. **City** means the City of Weslaco, Texas. Where approval, enforcement, or another act on the part of the City is referred to herein, the City shall act by and through its City ordinances unless otherwise specifically indicated.
- u. **City Commission** means the elected officials who serve on the Weslaco City Commission having jurisdiction over the Airport.
- v. **Commercial Aeronautical Activity** means the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or property, or any revenue-producing activity made available to the public in connection with Aeronautical Activities.
- w. **Commercial Aeronautical Operator** means an Entity or Person conducting a Commercial Aeronautical Activity at the Airport pursuant to a Lease, Permit, or other Agreement.

- x. **Commercial Fueling** means the fueling of aircraft by the City's owned and operated Fixed Base Operator for compensation. Compensation may be earned for the aircraft fuel, for the fuel dispensing service, for the storage of the fuel, and/or all of the above. Commercial Fueling includes the proprietary exclusive right to Commercial Self-Service Fueling by the City, but does not include self-fueling as defined in Subdivision II, Section C (VII).
- y. **Commercial Self-Service Fueling** means the fueling of an aircraft under the care, custody, or control of an Entity meeting the qualifications described herein at an authorized fuel storage and dispensing facility.
- z. **Common Use Areas** means that portion of the airport, which is now or hereafter considered by the FAA, TxDOT, the City, or any other regulatory agency with oversight of the Airport to be the obligation and responsibility of the City to operate and maintain for the common use and benefit of the general aviation public. The common area includes, without limitation, any air navigation facility or structure designed and intended to serve the general public not specifically subject to a lease agreement; all runways, taxiways and other common-use paved, graveled or turfed areas and their respective protection zones, safety areas and/or object-free areas; any other facility or facilities at the airport that are eligible for Federal or State grants or subsidies awarded on the basis of their serving the benefit of the public (including runways, taxiways, vehicle streets and alleys, public aircraft aprons/tarmac, vehicle parking areas, and drainage structures); field lighting and associated beacon and lighted wind and landing direction indicators; security, fire, and emergency medical protection; protection of aerial approaches to the airport; directional signs; and perimeter or restricted-access fences. The common area is under the control and management of the City and may be rearranged, modified, changed or terminated at the City's discretion.
- aa. **Consent or Approval of the Airport Director**. Where this Agreement calls for the consent or approval of the City, the same shall be in the form of a resolution approved by the City as provided by law.
- bb. **Department of Transportation** means the United States Department of Transportation.
- cc. **Entity** means each Person, partnership, organization, or business that has a legal Agreement with the City.
- dd. **FAA** means the Federal Aviation Administration.
- ee. **Fixed Base Operator or FBO** means the operation provided by the City staffed with City employees providing proprietary exclusive services as defined herein.
- ff. **Flight Training** means the Commercial Aeronautical Activity of instructing pilots in dual and solo flight; in fixed wing or rotary aircraft; and related ground school instruction as necessary to complete an FAA written pilot's examination and flight check ride for various categories of pilot's licenses and ratings. Flight training includes any portion of a flight where the primary purpose is to increase or maintain pilot or crew member proficiency. Flight training also includes simulator training for pilot or crew proficiency.
- gg. **Flying Club** means a non-profit or not-for-profit Entity organized for the express purpose of providing its members with aircraft for member use only.
- hh. **Fueler** means the Fixed Base Operator operated by the City that offers Commercial Fueling services to include receiving, storing, handling, and dispensing of fuel, whether for sale to the public or for purpose of self-fueling. Fuelers are also authorized to remove fuel from aircraft into authorized storage devices meeting the qualifications contained herein.

- ii. **Ground Support Equipment Maintenance** means the Commercial Aeronautical Activity of fueling, maintaining, servicing, and repairing service and maintenance equipment used at the Airport to support Aeronautical Activities.
- jj. **Ground Vehicle** is a non-aircraft self-propelled vehicle including, but not limited to, automobiles, trucks, vans, mobile fueling vehicles, aircraft tugs, and "Follow Me" golf carts.
- kk. **Ground Vehicle Training Program** means a training class or course offered by the Airport Director to provide awareness and instruction on the requirements and procedures for gaining access to the airport operations area of the airport safely and correctly.
- ll. **Jet Fuel** means aviation fuel intended for use in turbine aircraft.
- mm. **Lease** means a written contractual agreement by and between the City and an Entity granting the Entity the exclusive right to use and occupy certain airport land in consideration of the payment of rent and other terms and conditions. In addition, a Lease also may also include a sublease agreement for facilities developed by the Tenant that has an executed land Lease with the City and an Entity in which the Tenant grants to the subtenant a right to use and occupy all or a portion of the Airport land and/or Tenant developed facilities, but only if the sublease is properly contracted, executed and agreed to according to the base Lease and is compliance with these Rules and Regulations and is consented to in writing by the City. A Lease is a written document that is executed and enforceable by law.
- nn. **Leased Premises or Premises** means any land and/or improvement on the Airport that is under a Lease, Permit, or other Agreement between the City and an Entity.
- oo. **Minimum Standards** means the qualifications set forth in Subdivision III hereof, which set forth the minimum requirements to be met as a condition for the right to conduct a Commercial Aeronautical Activity at the Airport.
- pp. **AVGAS** means automotive gasoline approved for use in piston aircraft.
- qq. **Movement Area** means the runways, taxiways, and other areas of the Airport which are used for taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.
- rr. **Non-Aeronautical Activity** means any activity that does not involve, make possible, or be required for the operation of aircraft or that contributes to or is required for the safety of such operations.
- ss. **Non-movement** area means that portion of the common area which is used to provide a path for taxiing and maneuvering of aircraft to a taxiway (such as aprons, taxi lanes, and all other areas within the paved portions of the common area).
- tt. **Ordinance** shall mean any a piece of legislation enacted by the Weslaco City Commission.
- uu. **Permit** means a written document that may be issued by the City for the conduct of Aeronautical Activities and Non-Aeronautical Activities at the Airport and may be terminated by the City as provided for in the document.
- vv. **Person** means any natural person.
- ww. **Premises** means the description of the land and/or asset that is the subject of a Lease Agreement or Permit between the City and a Tenant. The Premises will be described in each Agreement or Permit, and the definition will apply to any extensions or amendments to the Agreement or Permit.

- xx. **Restricted Airport Property** means all paved and unpaved areas of the Airport which areas are specifically reserved for use of the actual operators of licensed aircraft, the aircraft crews, incoming and outgoing passengers in aircraft, employees of the City or airport operators, and such other persons as may be authorized to enter thereon by reason of their official duties in connection with the maintenance, inspection, and operation of the aircraft and the airport.
- yy. **Rules and Standards** means the qualifications, standards, requirements, and enforcement criteria established by the City as the minimum requirements to be met and adhered to as a condition for the right to conduct a Commercial and Non-Commercial Aeronautical Activity at the Airport. These Rules and Standards are a combination of Minimum Standards and Rules and Regulations.
- zz. **Safety Areas** means the runways and taxiways and surrounding runway safety areas and taxiway safety areas at the Airport.
- aaa. **Self-Fueling Permit** means a permit issued by the City that authorizes the storage and dispensing of fuel from a fixed storage tank on Leased Premises to aircraft owned, operated, or under the direct care, custody, and control of the Tenant.
- bbb. **Self-Service** means the act of tying-down, adjusting, repairing, cleaning, and otherwise servicing an aircraft by a Person or Entity that owns or has the care, custody, or control of the aircraft or by a Person or Entity that has exclusive use and/or operational care, custody, or control of the aircraft pursuant to an Agreement.
- ccc. **SPCC Plan** is a Spill Prevention, Control, and Countermeasure Plan as adopted by the Airport.
- ddd. **Special Aeronautical Event** means air shows, air races, fly-ins, or other similar aeronautical events requiring the general use of the Airport for other than routine Airport operations.
- eee. **Specialized Aeronautical Service Operator or "SASO"** means an Entity that is authorized by having an executed Lease or Permit to provide one or a combination of Commercial Aeronautical Activities that does not include Commercial Fueling that meets the requirements contained in Subdivision III (Minimum Standards).
- fff. **Specialized Flying Services** means providing specialized commercial flying services including but not limited to, nonstop sightseeing tours, aerial photography or surveying, powerline or pipeline patrol, coastline monitoring, customs and border control monitoring, firefighting or fire patrol, air ambulance, airborne mineral exploration, or other air transportation operations specifically excluded from 14 C.F.R. Part 135.
- ggg. **Tenant** is any Entity that has an executed Lease or Permit with the City to occupy space at the Airport.
- hhh. **Terminal** is any general aviation arrivals/departures terminal located at the Airport.
- iii. **Through-the-Fence Operations** means the movement of aircraft between the Airport and land adjacent to, but not part of, the Airport property as defined in the Airport Layout Plan.
- jjj. **Tie-down** means the area, paved, suitable for parking of aircraft, and/or wherein suitable tie-down points have been located.

SECTION B. -- LEGAL AUTHORITY, EFFECTIVENESS AND RESERVATION OF RIGHTS

I. Legal Authority and Purposes

- a. The City of Weslaco adopts these Rules and Standards pursuant to the City's authority to adopt and amend rules and regulations for the use and operation of the Airport. The Rules and Standards also are adopted pursuant to the City's legal power as the operator, sponsor, and proprietor of the Airport. The Rules and Standards may be amended by the City from time to time.
- b. The Rules and Standards are adopted and approved by the City through the adoption of an Ordinance to promote the safe, secure, and orderly use of the Airport and to provide a competitive operating environment for the airport Tenants and users.
- c. Subdivision III (Minimum Standards) specifically is adopted to provide a common platform to provide Commercial Aeronautical Activities, subject to amendment from time to time, for the following purposes: to maintain a quality of baseline service for Airport users; ensure that services being provided at the airport are being provided by trained personnel; protect Airport users from unlicensed and unauthorized products and services through the establishment of a Permit or Agreement between the City and the Entity to provide services to Airport Tenants; enhance the availability of adequate services for all Airport users; promote the orderly use and development of Airport land for Aeronautical and Non-Aeronautical Activities; provide a clear and objective distinction between service providers that will provide a satisfactory level of service and those that will not; and prevent disputes between aeronautical service providers. Through-The-Fence Operations, other than mechanics that have executed Permits to provide service at the Airport, are not authorized at the Airport. Fuel brought on to the Airport by Entities authorized to provide Commercial Self-Service Fueling must be stored in authorized containers that meet the storage requirements and must be dispensed in compliance with the Rules and Standards, as may be amended from time to time. For AVGAS Fueling, fuel may be brought onto the Airport in proper containers and dispensed into one's own aircraft.
- d. All Leases, Subleases, and other Agreements authorizing the use of Airport property and facilities shall require compliance with the Rules and Standards, as may be amended from time to time.
- e. The City recognizes the jurisdiction of the federal government, delegated to the Federal Aviation Administration, concerning the certification and regulation of pilots, air carriers and aircraft; and concerning the navigable airspace. Nothing herein is intended to assert jurisdiction by the City over matters under the exclusive jurisdiction of the Federal government, and the provisions hereof shall be interpreted consistent with this purpose. In the event that there is a conflict between the Rules and Standards and provisions issued by the Federal government, the provisions of the Federal government will prevail.
- f. The invalidation of any specific provision shall not affect the validity of the remainder of the Rules and Standards.
- g. References and citations in the Rules and Standards to ordinances, laws, rules, regulations, codes, policies, standards, and guidelines promulgated by the City of Weslaco, County of Hidalgo, State of Texas, the United States, and public and private bodies include any amendments as may be adopted thereto after the City's adoption of the Rules and Standards.

II. Effectiveness and Amendment

- a. The Rules and Standards shall be effective upon adoption by the City Commission.

- b. The Rules and Standards apply to all Leases, Permits, Tenants, Entities and any unauthorized Aeronautical and Non-Aeronautical Activities on any part of the Airport. The Airport Director shall have the authority to enforce the Rules and Standards, as may be amended from time to time.
- c. The provisions of Subdivision II (Rules and Regulations) shall apply to the greatest extent permissible under any Agreement or Permit for use of the Airport, and all Agreements executed after the adoption of the Rules and Standards shall be made subject to all such Rules and Standards, as may be amended from time to time.
- d. The provisions of Subdivision III (Minimum Standards) shall apply to any existing and new Agreement authorizing a Commercial Aeronautical Activity at the Airport. If there is a conflict between an existing Agreement and the Rules and Standards, the terms and conditions of the existing Agreement shall prevail through the Term of the Agreement. The waiver of the current Minimum Standards will not apply to any new Agreement that may be entered into with the City.
- e. The City may, at its sole discretion, waive all or any provision of these Rules and Standards for the benefit of government or governmental agencies conducting Aeronautical Activities at the Airport, but only upon determining that any such waiver will not materially impact safety. The City may waive all or any provision of these Rules and Standards in the event of a bona fide emergency, as determined at the sole discretion of the City.
- f. The Rules and Standards, as adopted and amended from time to time, by the City Commission, cancel and supersede all previous Rules and Regulations and/or Minimum Standards governing use of the Airport.
- g. The City may amend the Rules and Standards to further promote and advance the purposes and policies set forth herein and to promote the safe use and growth of the Airport.

III. Reservation of Rights

- a. The City reserves the right to permit use of the Airport for the conduct of Aeronautical Activities and Non-Aeronautical Activities, pursuant to the Rules and Standards and applicable federal, state and local laws, statutes, ordinances, regulations, codes, and other requirements pertaining to such Aeronautical Activities and Non-Aeronautical Activities.
- b. The grant of a privilege to conduct Aeronautical Activities at the Airport by a Lease, Permit, or Agreement shall not be considered in any manner as affording the Aeronautical operator an exclusive right to conduct an Aeronautical Activity at the Airport, other than the use of Leased Premises which may be leased exclusively to it, and then only to the extent provided in a Lease, Permit, or Agreement.
- c. The City reserves the right to decline to execute a Lease, Permit, or Agreement with any Entity wishing to conduct an Aeronautical Activity or Non-Aeronautical Activity at the Airport if the City, at its sole discretion, determines upon examination that the Entity refuses or will be unable to comply with the Rules and Standards or comply with the Lease, Permit or Agreement throughout the term of the Lease, Permit, or Agreement.
- d. The City reserves the right to plan and develop the Airport in the best interests of the City, Tenants, and Airport users. Relocation of existing Tenants will be subject to and conducted in the manner provided in a Lease, Permit, or Agreement, by mutual agreement, or by exercise of eminent domain by the City.
- e. The City reserves the right to inspect facilities used for Aeronautical Activities and Non-Aeronautical Activities with or without notice for the limited purpose of ensuring compliance

with the Rules and Standards, Agreement compliance, safety, and FAA requirements. The City further reserves the right to audit records of Entities with a Lease, Permit, or Agreement to conduct Aeronautical and Non-Aeronautical Activities at the Airport for the limited purpose of ensuring proper payment of rates, fees, and charges as may be imposed by the City hereunder and/or in a Lease, Permit, or Agreement.

- f. The City reserves the right to install security devices on the Airport as may be deemed necessary by the Airport Director in furtherance of the Airport Security Program. City installed security devices installed within a Tenant's Leased Premises shall be located only along the Leased Premises perimeter or in public use areas.

SECTION C. -- ADMINISTRATION, ENFORCEMENT, PENALTIES AND APPEALS

I. Administration

- a. The Airport Director has primary responsibility for the interpretation and application of the Rules and Standards and is authorized to issue directives and interpretive guidance in conformity with the Rules and Standards. The decisions of the Airport Director hereunder are subject to appeal, as provided in Subsection II (Administrative Appeal).
- b. City employees, agents, contractors, and consultants are authorized to assist in the application and implementation of the Rules and Standards, principally through communications with Tenants and Airport users on the content and proper interpretation of the Rules and Standards.
- c. The most current version of the Rules and Standards shall be posted on the City's Airport website and a hard copy will be available in the Airport Director's office upon request. Tenants, subtenants, and users shall have the sole responsibility to ensure compliance with the most currently adopted version of the Rules and Standards.
- d. City employees have the right to enter and inspect any and all facilities and structures at the Airport, with or without advance notice for the limited purposes of ensuring compliance with the Rules and Standards, Agreement compliance, and safety.
- e. The Airport Director or law enforcement officers of the City of Weslaco, through the adoption of an Ordinance authorizing such actions and in conjunction with the Airport Director, and other local and State law enforcement agencies with jurisdiction over the Airport are authorized to issue citations, summonses, or notices to appear for violations of the Rules and Standards.
- f. City Law Enforcement officers of the City of Weslaco through the adoption of an Ordinance authorizing such actions and in conjunction with the Airport Director are authorized to detain and remove individuals for violation of the Rules and Standards, City Code, Hidalgo County, or the laws of the State of Texas.

II. Administrative Appeal

- a. A Person directly and substantially affected by an action or decision of the Airport Director, or designee, in interpreting and applying the Rules and Standards may appeal the action or decision as provided in this subsection. This right of administrative appeal shall not apply to the imposition of penalties hereunder, which may be appealed only as provided in Subsection III (Penalties).
- b. A Person may request reconsideration by the Airport Director of an action or decision hereunder. A request for reconsideration must be set forth in writing, containing a complete description of the reasons why reconsideration is proper, along with any relevant

documentary evidence. The Airport Director shall provide a written response within thirty (30) calendar days of receipt of a complete request for reconsideration.

- c. A Person may appeal the Airport Director's denial of a request for reconsideration to the Airport Advisory Board following a written request by the appealing Entity for reconsideration. A request for review must be made in writing including all information presented to the Airport Director for consideration along with any additional information that the appealing Entity feels needs to be considered in making the appeal and submitted to the Airport Advisory Board via the Airport Director. The appeal request will be considered within thirty (30) calendar days upon receipt and a written response provided. The decision of the Airport Advisory Board shall be final.

III. Penalties

- a. The City shall enforce the Rules and Standards through graduated penalties, to include one or more of the following, separately or in combination: verbal and written warnings; written notices of violation; administrative and/or civil penalties; revocation of Permits issued by the Airport; termination of Leases and eviction; referral to the City Attorney's Office for criminal prosecution; and removal from the Airport by City Law Enforcement.
- b. The principal means of enforcing the provisions of Subdivision III (Minimum Standards) will be through a Lease, Permit, or Agreement authorizing an Entity to conduct a Commercial Aeronautical Activity on the Airport.
- c. The City intends and prefers to promote voluntary compliance with the Rules and Standards without resorting to administrative fines and penalties, whenever possible. When a violation of the Rules and Standards is brought to the attention of the City, the Airport Director, or designee, will notify the offender in writing and advise the offender to cease the violation and/or take corrective action within a defined cure period. The Airport Director reserves the right to waive the imposition of any penalties prescribed herein upon the successful completion of corrective action within the defined cure period or the initiation of such corrective action in a reasonable timeframe as determined by the Airport Director.
- d. The City will establish a schedule of administrative fines and penalties as identified in Appendix 2 for violations of the Rules and Standards and reserves the right to amend the schedule from time to time without need to fully amend the Rules and Standards. The then current schedule of fines and penalties shall remain on file in the office of the Airport Director. The City reserves the right to accelerate penalties or the response timeframe depending on the severity of the violation. This provision shall be at the sole discretion of the Airport Director.
- e. These enforcement procedures are in addition to any remedies or penalties authorized by a Lease, Permit, or Agreement, or pursuant to law or regulation and in compliance with all applicable City Ordinances.
- f. Violation of the Rules and Standards may constitute default under a Lease, Permit, or Agreement, and the City may pursue termination and eviction in such event in accordance with the terms of the Lease, Permit, or Agreement and all applicable City Ordinances. In the event of such termination, the Tenant or Entity shall peaceably vacate the Airport and surrender possession of the Premises contained under the Lease, Permit, or Agreement to the City and cease all operations at the Airport. Termination will be pursued only after all rights of appeal, if submitted, are pursued. Should the Tenant or Entity fail to make such surrender under the terms of the Lease, Permit, or Agreement, the City shall have the right, at once and without further notice to the Tenant or Entity, to enter and take full possession of the space occupied by the Tenant at the Airport by force or otherwise, and remove any and all of the Entity's personal property and equipment not belonging to the City found within or upon the Premises at the expense of the Tenant.

- g. The City may decline to enter into a Lease, Permit, or Agreement with a Person or Entity found to have violated the Rules and Standards, a City ordinance, or has been determined to be in default on a previous Agreement with the City within the previous five (5) years.
- h. In addition to all other rights and remedies provided in these Rules and Standards, the City shall have any and all rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce the Rules and Standards, to obtain compliance herewith, and to impose administrative fines and penalties.

SECTION D. -- RENTAL RATES, FEES, AND CHARGES

I. General

- a. The City reserves the right to impose fair market rental rates, fees, and charges for the commercial and non-commercial use of all Airport premises and improvements in compliance with FAA grant assurance requirements for the following purposes: 1) to compensate the City for its costs to operate, maintain, and develop the Airport; 2) to make the Airport as financially self-sustaining as possible; 3) to provide local funding for non-grant funded capital improvement projects; to compensate the City for the privilege of conducting Commercial Aeronautical Activities and Non-Aeronautical Activities on and generating revenue from the Airport; 4) and to derive a reasonable rate of return from the use of Airport facilities.
- b. The City may impose rental rates, fees, and charges, including, but not limited to: landing fees; fuel flowage fees; fuel storage fees; fuel dispensing fees; rent for City owned and managed land and facilities; aircraft parking fees for City owned aircraft parking apron areas; rent for use of City owned hangars and related improvements; access fees; concession fees; fines; and permit, application, and administrative fees. The City will impose similar rates, fees, and charges for similarly situated Entities conducting Commercial Aeronautical Activities and Non-Aeronautical Activities at the Airport.
- c. The City's imposition of any and all such rental rates, fees, and charges shall not affect an Entity's obligation to pay any taxes or assessments as may be assessed by an authorized taxing jurisdiction, including without limitation possessory interest, sales, and fuel taxes.
- d. Rates, fees, and charges will be established for land and improvements based on the respective value of each. Land rental rates will be established for the total land parcel leased by the Entity or Person. Building rental rates will be established for the total square footage of buildings owned by the City and will be charged in addition to the land rental rates.

II. Adoption and Administration

- a. The City Commission will adopt and implement a schedule of rental rates, fees, and charges annually. The rental rates, fees, and charges may be adjusted from time to time by the adoption following notice and publication of a new schedule. The adoption or adjustment of the schedule of rental rates, fees, and charges shall not require an amendment to the Rules and Standards, Agreements, Leases, or Permits.
- b. Rental rates may be reviewed annually thereafter by the Airport and a recommendation made to the Airport Advisory Board and the City Commission for the adoption of the final rental rates, fees, and charges schedules. Rental rates will be established based on a combination of any or all of the following criteria, at the sole discretion of the City: 1) An airport appraisal based on a portfolio of airport properties and improvements comparable to what is in place at TXW; 2) Cost of the improvements and repairs associated with the facility; 3) The required revenue from the land and improvements required in order to maintain a fee and rental structure that makes the Airport as self-sustaining as possible

pursuant to FAA Grant Assurance 24; and 5) Whether the land or improvement is being used for an Aeronautical Activity or Non-Aeronautical Activity.

- c. All Entities on the Airport shall be liable to pay the then-current rental rates, fees, and charges applicable to their use of, and activities on the Airport, effective as of the date of adoption, except in the event that a rate or charge is established by an Agreement and such Agreement does not permit or provide for adjustment of the rental rates, fees, and charges by the means provided herein.
- d. Non-payment of rental rates, fees, and charges in accordance with the published schedule(s) of rental rates, fees, and charges or an Agreement defined rental rates, fees, or charges may result in termination of the Agreement as called for therein; eviction from any leased premises; the suspension or revocation of the right or privilege to conduct a Commercial Aeronautical Activity or Non-Aeronautical Activity at the Airport; and/or the impoundment or lien on aircraft and property, as may be authorized pursuant to federal and Texas law.

SECTION E. -- LEASING POLICY

1. General

The City of Weslaco ("City") owns and operates the Weslaco Mid Valley Airport ("TXW") and has a variety of land parcels and/or facilities that are owned or controlled by the City and available for rental to third parties. Historically, each lease transaction was a direct negotiation based on the conditions at that time and the basic business terms associated with each individual transaction had some variation.

This policy is intended to provide a consistent approach that will be used by the City to offer rates and terms that are economically non-discriminatory associated with the future leasing of City owned/controlled land parcels and facilities. This approach is intended to create a predictable business environment to promote development and leasing at the Airport that follows industry best practices. The rates, fees, and charges adopted by the Commission will be subject to periodic adjustment to ensure that a "fair market" approach is consistently applied to all future transactions.

- a. The City will lease land and improvements for uses consistent with the then-current Airport Layout Plan and approved Airport Master Plan. If a proposed use requires an amendment to the Airport Layout Plan, the Airport Layout Plan amendment must be submitted to the FAA for review and approval before the Lease can be effective.
- b. The City will lease Premises on a first-come-first-served basis or may initiate a procurement action, at its sole discretion, to determine whether any other Entity is interested in leasing the same Premises. All new Leases that are entered into by the City following the adoption of these Rules and Standards by the City Commission shall contain a provision in the Lease indicating that upon termination of the Lease, Entity shall have the right to remove the improvements thereon, at its sole expense, and the ground returned to its original condition, normal wear and tear excepted; or, the Entity has the right of first refusal to enter into a new Agreement with the City for the Premises under terms and conditions as determined by the City at that time. If the Entity does not remove the improvements or enter into a new Agreement, at the City's sole option, ownership of the improvements in existence or constructed by the Entity on the Premises during the expiring Term of the Agreement may revert to the City, free and clear of all liens, claims and other encumbrances or adverse interest in the Premises if the City so desires. The City reserves the right to require that the Entity remove an improvement at the Entity's sole cost at the expiration of the Term if the improvement is considered to be at the end of its economic

useful life; requires major repairs if it reverts to the City; or the improvement conflicts with future development as provided for in the approved Airport ALP.

- c. The City will lease only as much land as is necessary to enable an Entity to accommodate demonstrated and reasonable future needs, in addition to any other contiguous Airport land that would be rendered commercially unmarketable by virtue of its size, access, configuration, utility capacity, or other conditions.
- d. Any Entity wishing to lease property at the Airport must demonstrate sufficient financial capacity to make any required capital investment and any continuing investment and to pay rent and other rental rates, fees, and charges throughout the term of the Lease on a timely basis. Information to be provided includes, but is not limited to,: a) name of Entity and identification of owners; b) a letter from the financial institution confirming that the Entity meets the lending institution's requirements to enter into the Agreement and meet the financial obligations associated with the Agreement; c) references, as determined by the Airport Director; and d) the nature of the use of the Leased Premises.
- e. The City may lease a City owned and controlled hangar or facility to Entities that best meet the requirements of the City for the use to store and maintain air worthy aircraft under their care, custody, or control. Entities are strictly prohibited from subleasing any such facilities to other subtenants to store or maintain aircraft not under the care, custody, or control of Entity unless approved in advance in writing by the City. Any such sublease Agreements shall be considered null and void and the Entity is subject to default as called for in its Agreement for entering into any such Agreement without the prior written consent of the City.
- f. The City reserves the right to establish a waiting list for hangar facilities owned and operated by the City. Upon the vacancy of any such City owned and operated facilities, the City shall extend the opportunity to the first Entity listed on the waiting list and the Entity will have thirty (30) calendar days to enter into an Agreement with the City. If the Entity does not execute an Agreement in the thirty (30) calendar day timeframe, the Entity will lose its rights and the next Entity on the waiting list will be solicited. No Entity may sublease a hangar owned and operated by the City without the City's prior written approval. Tenants are specifically prohibited from transferring or assigning Agreements without the prior written approval of the City.
- g. Upon the sale to another party by an Entity of improvements the Entity constructed pursuant to a land Lease, at the request of the Lessee and the buyer, the City, at its sole discretion, may approve an assignment of the Premises including the release for the Lessee of any further obligations under the terms of the Agreement if sufficient information is provided as part of the buyer's request that satisfies the City that the buyer has sufficient resources to fulfill the obligations of the Agreement. Such assignment shall be subject to the assignee showing proof that it can satisfy all the terms and conditions of the Agreement as contained therein.

II. Lease Terms

- a. The City will develop standard form Leases, Permits, or Agreements for different categories of users with different Lease terms depending on the level of investment that will be used for all transactions. The City reserves the right to adjust or revise its standard form Lease(s), Permits, or Agreement(s) at any time, at its sole discretion, to meet the conditions of individual transactions acceptable to the City to the extent any such adjustment or revision does not create a violation of FAA Airport Grant Assurances or violate City Ordinances.
- b. For executed Leases, Permits, or Agreements in effect at the time of the adoption of these Rules and Standards, all terms and conditions contained in the existing Lease, Permit, or

Agreement shall prevail through the Term of any such Agreement. Following expiration, the then current standard form Agreements would be applied to any future negotiations.

2. Background

Pursuant to FAA Grant Assurance 24, the City must maintain a rates, fees, and charges structure that makes the airport as self-sustaining as possible under the circumstances existing at the particular airport, considering such factors as the volume of traffic and economy of collection.

The City is expected to create a business environment where there is not economic unjust discrimination among similarly situated users. The Airport Sponsor (City) will establish requirements to make the Airport available under reasonable and not unjustly discriminatory conditions to be met by all users of the Airport, as may be necessary, for the safe and efficient operation of the Airport.

These two operating principles form the basis for the Leasing Policy. There are a number of Leases in place that have terms and conditions that will be honored through the remaining Term of those existing Agreements. This policy is intended to serve as the baseline for all new transactions to establish a consistent approach and ultimately, serve as a means to insulate the City from cases of unjust economic discrimination. This will be accomplished through the adoption by the City of a consistent "fair market" based rates, fees, and charges schedule and associated Lease terms and conditions. The rates, fees, and charges schedule and terms should be reviewed and adopted annually by the City to ensure that the intended purpose is being achieved.

3. Key Terms and Conditions

A. Lease Forms

For all Leases at the Airport following adoption of this policy, the applicable standard lease form terms and conditions shall be used as the baseline for all development and ground leases and City owned facility leases. These forms and the associated terms and conditions will be reviewed by the City and may be amended from time to time. The City reserves the right to consider an adjustment to the standard terms and conditions outlined based on specific unique conditions presented by a requestor that would, at the sole discretion of the City, support consideration of alternative terms. Any such adjustments will be based on the merits of a specific request and shall not be considered precedent setting.

B. Standard Lease Forms

1.. Lease Terms for Development and Ground Leases (Aeronautical) (Commercial or Non-Commercial)

For all land Leases associated with development of new aeronautical facilities funded solely by the Tenant, the following lease terms shall apply:

- i. Base Term: Twenty (20) years.
- ii. Option Term: An additional twenty (20) years with the option term exercisable at the discretion of the Tenant, if in compliance with the Lease.
- iii. Improvements revert to the City at the end of the Lease in accordance with the provisions of the Leasing Policy.
- iv. Land Rent is calculated based on the full square footage of the Leased Premises, not the square footage of the improvements to the land.
- v. Land Rental Rates will be established based on appraisals (every 5 years).

- vi. Land Rent for the year is due and payable in advance annually.
- vii. Rental Rates will be adjusted every five years upon a subsequent appraisal or by CPI-U if an appraisal is not yet conducted.
- viii. If commercial, concession fees as agreed to by the parties will be payable monthly based on gross receipts for the commercial operations gross revenues generated on the Leased Premises.

2. Lease Terms for City Owned/Controlled Facilities (Aeronautical) (Commercial or Non-commercial)

For all City owned and/or controlled hangars and facilities, the Lease term for aeronautical purposes, the following Lease terms shall apply:

- i. Ownership of the improvement vests with the City at the termination of the Lease.
- ii. Base Term: up to five (5) years based on the intended use and/or investment.
- iii. Option Term: An additional option term of up to five (5) years upon mutual consent of the parties if Tenant is in compliance with the terms and conditions of the base term of the Lease.
- iv. A Land Rental rate will be applied to the full square footage of the Leased Premises.
- v. A facility Rental Rate will be applied to the full square footage occupied in the improvement.
- vi. Land Rental Rates will be established based on the Rates, Fees, and Charges Schedule adopted by the Commission.
- vii. Land Rent and Facility Rent will be calculated on an annual basis and one twelfth (1/12th) is due and payable in advance on a monthly basis.
- ix. Utility usage fees will be charged to the Tenant.
- x. Land Rental Rates and Facility Rental Rates will be adjusted annually.
- xi. Concession fees, as agreed to by the parties, will be payable monthly based on gross receipts for the commercial operations generated from the Leased Premises.

3. Lease Terms for City-owned Non-Aeronautical Facilities for Commercial Use

All leasing of City-owned facilities at the Airport for non-aeronautical purposes must be approved in writing in advance by the City and must comply with all FAA requirements and City Ordinances. The following terms shall apply.

- i. Ownership of the improvement vests with the City at the termination of the Agreement.
- ii. Base Term: One year cancellable upon ninety (90) days written notice by either party.
- iii. A Land Rental rate will be applied to the full square footage of the Leased Premises.
- iv. A Facility Rental Rate will be applied to the full square footage of the improvement.
- v. Land Rental Rates will be established based on the Rates, Fees, and Charges Schedule adopted by the Commission.

- vi. Land Rent and Facility Rent will be calculated on an annual basis and one twelfth (1/12th) is due and payable in advance on a monthly basis. There will be no refund of prepaid rent for any lease that is cancelled mid-month.
- vii. Utility usage fees will be charged to the tenant.
- viii. Land Rental Rates and Facility Rental Rates will be adjusted annually.
- ix. Concession fees as agreed to by the parties will be payable monthly based on gross receipts for the commercial operations generated from the Leased Premises.

C. Option Terms

In order to request the exercise of the Option Term included in any standard Lease form for a City owned facility or for land Leased from the City, Tenants must be in compliance with the terms of the existing Lease and must notify the City in writing of its desire to exercise the Option Term a minimum of six (6) months prior to the end of the Base Term or an executed Option Term if applicable. The City will provide its approval or disapproval in writing within thirty (30) calendar days following receipt. The City will review the following factors when determining whether to approve the Option Term request:

- a. Compliance with the terms and conditions of the Lease.
- b. The level of maintenance that the Tenant has exercised during the Lease Term and the overall condition of the facility.
- c. Any investments that the Tenant has made to the facility at the Tenant's expense that extends the useful life of the facility or provides enhanced value to the improvement.
- d. Whether the facility is being used for its "highest and best use" or another alternative is available that more closely matches the goals and objectives of the City.
- e. Other conditions that may exist.

D. Subleasing and Assignment

a. **City Owned Facilities** – For all Leased Premises owned or controlled by the City, subleasing of the Leased Premises will be limited to the rate the Lessee is being charged by the City, with a maximum of a fifteen (15%) administrative fee added. All subleases must have prior written approval of the City. Leases may be assigned by Lessee upon prior written approval of the City. All subleases must include a copy of the Base Lease as an exhibit to the sublease and a representation that the sublessee will abide by the terms of the Lease. Ultimately, the Lessee will be fully responsible for satisfying the terms of the Lease unless there is a written agreement otherwise.

b. **Third Party Developed Facilities** – For all Development and Ground Leases constructed and funded by third-parties on Airport land, subleasing and assignment is allowed under the terms and conditions contained in the Lease; however, the sublease and/or assignment shall be for the remaining Term of the Agreement only. A copy of the Base Lease must be included as an exhibit to any sublease or assignment agreement.

E. Reversion

Tenants who have funded and developed improvements under a Development and Ground Lease, will have the option of removing the improvements at the end of the Lease term and restoring the site to its original condition, normal wear and tear excepted, at Tenants sole expense or allowing the facility to revert to the City free and clear at the expiration of the term at the City's sole discretion. The City reserves the right to require the Tenant to

remove the improvement at the Tenant's sole expense if the City, at its sole discretion, determines that the improvement has reached the end of its useful economic life and would require investment to get improvement back to a functional condition or if the improvement needs to be removed to allow for Airport development in conformance with the approved Airport ALP.

F. Rates and Charges

For all land and existing facilities leased from the Commission, a standard fair market lease rate for both the land parcel and the facility, as determined by the Authority, shall apply based on the characteristics of the land and/or improvements. These rates and charges will be reviewed annually, and an assessment made by the Authority as to how the rate compares to a fair market rate. Following this review, the Authority will adopt the resulting rates, fees, and charges schedule.

Commencing on October 1, 2025, and at the beginning of each fiscal year thereafter, the Rates, Fees, and Charges Schedule will be subject to adjustment by the Commission. All subsequent Schedules will be kept on file by the Airport Director. The City reserves the right to adjust the Rates, Fees, and Charges Schedule based upon unique conditions that may be presented for leasing opportunities. Any such request shall be provided by the requestor in writing and will be considered by the City on the merits of the request. Any such consideration shall be at the sole discretion of the City and any such adjustments will be for the unique conditions presented and will not be considered precedent setting.

SECTION F. -- DEVELOPMENT STANDARDS

The Airport Director will review each development request prior to the City entering into a Lease, Permit, or Agreement for Airport property. The Airport Director will make recommendations to the Airport Advisory Board and City Commission for each Lease, Permit, or Agreement to ensure compatibility with the structural designs of other buildings and other structures at the Airport.

I. Construction

- a. Buildings, structures, pavements, or any other improvements or additions requiring a building, grading, or similar permit from a local, state, or federal government agency shall not be placed, constructed, altered, or removed without the prior written approval of the Airport Director and the appropriate FAA and City approvals.
- b. All development must follow all applicable City Ordinances and Uniform Building Code related to development.
- c. The City may require a performance bond to guarantee the completion of the construction or renovation consistent with the conditions and schedule included in a Lease, Permit, or Agreement. Entities performing construction shall prevent and/or eliminate any liens placed on projects within forty-eight (48) hours of written notice received by the City.
- d. Plans and construction must comply with applicable FAA design standards, the Texas State Fire Code, and the City Building Code, and any other applicable requirements from entities with jurisdiction over the Airport, as each may be amended from time to time.
- e. Plans and construction must be consistent with the then-current and/or approved versions of the Airport Master Plan, Airport Layout Plan, Airport Certification Manual, Airport Security Program, and the Rules and Standards. These documents shall be available from the office of the Airport Director, with the exception of the Airport Security Program, which is Sensitive Security Information and not available for public review. It is the responsibility of the Entity to ensure compliance with the most current version of all referenced documents.

- f. Required notices submitted pursuant to 14 C.F.R. Part 77, Objects Affecting Navigable Airspace, must be submitted through the Airport Director and approved in writing prior to the commencement of construction. The cost of development of the submission and obtaining written approval shall be at the sole cost of the Entity proposing such construction. No construction may commence until written approval has been received by the City
- g. No facility or structure may be constructed or placed on the Airport that has been determined by the FAA to constitute an obstruction or hazard to air navigation.
- h. Windows and large areas of glass shall be oriented to avoid glint and glare which could distract pilots landing at, taking off from, or taxiing on the Airport.
- i. Detailed plans and specifications must be submitted in writing, reviewed, and approved in writing by the Airport Director before construction may commence. The Entity takes full responsibility for obtaining all required permits, executing contracts for any and all requested construction, and obtaining occupancy approval from all required agencies prior to occupancy.
- j. All signs shall be installed in accordance with Federal Aviation Administration regulations and the requirements as determined by the Airport Director.
- k. Construction shall be in conformance with the approved plans and specifications and must be inspected by the appropriate jurisdictional agency.
- l. Contractors must maintain insurance coverage as determined by the City. The City must be named as an additional insured on all policies. Policies may not be cancelled without thirty (30) day prior notice to the City.
- m. The Entity will hold the City, its contractors, agents, and employees harmless for all claims as a result of any project.
- n. Tenants shall deliver to the Airport Director one complete paper copy and one electronic copy on CADD "as built" plans within thirty (30) calendar days after the completion of construction and the issuance of a certificate of occupancy.
- o. The City is not responsible for any fees and other costs for any permits, inspections, or other required approvals.

II. Signage

- a. Signage requests shall be submitted to the Airport Director and any such request must receive written approval from the Airport Director prior to installation. The City reserves the right to require an Entity to remove any unapproved signage upon written notice at the sole expense of the Entity.

III. Utilities, Landscaping and Design

- a. All facilities requiring sanitary and/or water service shall connect to the public water and sewer systems. All connection fees from the Leased Premises to the main utility line shall be at the sole expense of the Entity. All use fees shall be billed directly to the Entity and paid directly by the Entity unless agreed to by the City.
- b. All electrical, internet, and telephone service shall be underground, and the connection and user charges shall be the sole responsibility of the Entity.
- c. All landscaping plans must be in conformance with Airport requirements and must be approved by the Airport Director in writing prior to installation.

- d. Landscaping plans shall be included in the submission package and shall not include items where growth of natural objects would constitute an obstruction or hazard to air navigation, interfere with aircraft and Airport operations, or attract potentially hazardous wildlife.
- e. Building specifications shall be approved in advance in writing by the Airport Director prior to submission for permitting.
- f. All public access and customer facilities and accommodations for passengers and crews of transient aircraft must include an accessible ramp or other access in compliance with the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) for the disabled and sanitary restrooms must be available for use by the disabled.
- g. Automobile parking in locations which do not interfere with aircraft operations shall be provided near aircraft storage hangars. All aircraft storage hangars shall provide a personnel entrance door.
- h. The Tenant shall provide and maintain a paved aircraft apron within the Leased Premises from the hangar door to the connection with the taxilane or taxiway to accommodate all Tenant-related aircraft movement from the Tenant's building to the public ramps, taxiways, and runways.
- i. All construction or alteration on the Airport shall be designed so as to conform to the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and implementing regulations and guidelines, as determined by the City.

SECTION G. -- FLYING CLUBS

I. General

According to the FAA Airport Compliance Manual, Order 5190.6B, "the FAA defines a flying club as a nonprofit or not-for-profit entity (e.g., corporation, association, or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only." Essentially, it's an aviation co-op group of people coming together to share the cost of ownership to make flying more affordable.

- a. Each member of a Flying Club must be a bona fide owner of an equal share of the club's aircraft or an equal stockholder in the Flying Club.
- b. Each Flying Club must be registered as a non-profit corporation or partnership.
- c. Each Flying Club shall maintain all information and documents required to be submitted to be compliant with Texas law, which will be made available to the Airport Director within a reasonable timeframe upon written request.
- d. Each Flying Club shall make available, upon request by the Airport Director, a current complete list of members and investment shares held by each member.
- e. Flying Club aircraft shall not be operated by other than members and shall not be used by anyone for commercial operations, including flight instruction, for compensation.
- f. A Flying Club operating at the Airport shall have the right to provide Self Service fueling to Flying Club aircraft in accordance with Subdivision II (Rules and Regulations).
- g. A Flying Club operating at the Airport shall have the right to provide Self-Service maintenance by its members for authorized Flying Club aircraft. Any qualified mechanic who is a registered member and part owner of aircraft owned and operated by a Flying Club may perform maintenance work on aircraft owned by the Flying Club. The Flying Club may not become obligated to pay for such maintenance work except that such mechanics

may be compensated by credit against payment of dues or flight time. No concession fee shall be due the City for such services rendered.

- h. A Flying Club operating at the Airport shall not be required to meet the requirements of Subdivision III (Minimum Standards) hereof, provided each of the following conditions is met:
 - 1) The Flying Club does not lease or sell any goods or services whatsoever to any Person or Entity other than a member of such club at the Airport, except that the Flying Club may sell or exchange its capital equipment.
 - 2) The Flying Club specifically does not offer or conduct retail fuel sales, charter, air taxi, or aircraft rental services for non-members.
 - 3) The Flying Club does not permit its aircraft to be used for flight instruction for any Person, including members of the club, if such Person pays or becomes obligated to pay for such instruction. Flight instructors who are also club members may not receive payment for instruction except that they may be compensated by credit against payment of dues or flight time.
- i. Insurance shall be provided and paid for by the Flying Club as provided in Appendix 1.

II. Violations

- a. If a Flying Club is determined to be in violation of the Rules and Standards, the Airport Director will notify the Flying Club in writing of such violations. If the club fails to correct these violations within fifteen (15) calendar days following the notice date, the Airport Director is authorized to penalize noncompliance in the following manner, depending on the nature and severity of the violation:
 - 1) Terminate a Self-Fueling Permit or Agreement and prohibit self-servicing of Flying Club aircraft.
 - 2) Require Flying Club or club members to apply for the right to conduct a Commercial Aeronautical Activity in accordance with Subdivision III (Minimum Standards) hereof.
 - 3) Require a Flying Club to cease all operations at the Airport following written notice.
 - 4) Impose such other penalties as are authorized in Section C hereof.

SECTION H. -- OTHER POLICIES

I. Special Aeronautical Events

Any Special Aeronautical Event held on the Airport by any Tenant or other Airport user, organization, civic, or government entity must be conducted in accordance with an Agreement or Permit endorsed by the City and approved in writing in advance by the Airport Director and executed by both parties prior to the commencement of the Special Aeronautical Event. A Permit will be required and shall specify the dates and times of the Special Aeronautical Event; areas of the Airport authorized for use as agreed to by the Airport Director during the Special Aeronautical Event; insurance and indemnification for the City to be provided by the Special Aeronautical Event sponsor; a plan to ensure safety and security during the Special Aeronautical Event; special arrangements for ground vehicle and aircraft parking; arrangements for crowd control and pedestrian access to the AOA; a clean-up plan following the event by the sponsor; compensation to the City for expenses incurred; the provisioning of concessions; and such other terms and conditions as the Airport Director may require. The sponsor is explicitly prohibited from offering any

service not approved in the Agreement. Failure to comply shall be grounds for immediate revocation of the Agreement without recourse for the Entity.

II. Through-the-Fence Operations

The City has determined that Through-the-Fence Operations by aircraft and aeronautical and non-aeronautical service providers, excluding certified A&P mechanics who have obtained Permits from the City to operate on the Airport, have the potential to compromise safety and the efficient use and operation of the Airport and its Tenants, and therefore, the City will not authorize an Entity to conduct an Aeronautical Activity or Non-Aeronautical Activity requiring through-the-fence access. The City reserves the right to restrict access to the Airport to violators. A&P mechanics must be certified and must have obtained a Permit from the Airport Director prior to providing services and must remain in good standing when conducting any activities on the Airport.

III. Advertising Policy

- a. The Airport and its facilities shall be used for authorized aeronautical and non-aeronautical purposes, as authorized by the City and as authorized in Leases, Permits, and Agreements between Tenants and the City.
- b. The City, at its sole discretion, may permit use of portions of the facilities and the Airport for various forms of advertising. The City's primary purpose in permitting advertising is to generate revenue and promote use of the Airport. The City may permit commercial and promotional advertising that promotes the sale, rental, or availability of goods, products, and services from Airport Entities; the promotion of special events at the Airport; the availability of leasable land and premises; governmental advertising to advance specific governmental purposes; and public service announcements. All advertising requires prior written approval by the Airport Director.
- c. The decision to permit or deny any particular advertising shall be made by the Airport Director and subject to appeal as provided in Section C (II) (Administrative Appeal).

SUBDIVISION II - RULES AND REGULATIONS
IMPACTED PARTIES: ALL TENANTS AND USERS

SECTION I. -- PERSONAL CONDUCT

I. General

- a. No Person shall obstruct, impair, or interfere with the safe, orderly, and efficient use of the Airport by any other Person, vehicle, or aircraft.
- b. No Person shall commit any disorderly, obscene, or indecent acts on the Airport.
- c. No Person shall engage in, conduct, aid in, or abet any form of gambling on the Airport on or in City owned and operated Premises, except as may be approved in advance in writing by the Airport Director in conformance with Texas law and the Ordinances of the City of Weslaco.
- d. No Person may consume alcoholic beverages or illegal controlled substances on the Airport in City owned Premises.
- e. No Person shall abandon, park, or store personal property in public view, including, but not limited to, motor vehicles (excluding vehicles that are parking temporarily in the hangar during periods when the aircraft is being used), recreational vehicles, trailers, boats, pontoons, personal watercraft, inoperative ground support equipment, or inoperative aircraft that are not in the active mode of being restored on land or in Premises that are Leased, under Permit, or under other forms of Agreements. All short-term parking of vehicles on the Premises shall have current license plates and tabs.

II. Refuse Disposal and Management

- a. No Person shall dispose of or deposit any non-environmental waste, refuse, or garbage on the Airport except in designated receptacles as defined by the Airport Director. All waste, refuse, or garbage shall be placed and kept in proper containers until disposed of in the designated containers in an appropriate and timely manner. No environmental waste of any kind may be deposited in any City controlled receptacles and must be deposited in certified hazardous waste containers meeting all applicable environmental regulations.
- b. Tenants are required to keep their Leased Premises clean and clear of all rubbish, junk, and debris. If, after written notice by the Airport Director, or designee, the area is not cleaned, the Airport Director may have the Leased Premises cleaned and the cost of such plus a twenty-five percent (25%) administrative fee paid for by the Tenant at the Tenant's sole expense. Payment is due and payable upon demand.
- c. No Person shall knowingly, recklessly, or negligently cause debris to be left within the AOA in such manner as may pose a risk to the operation of aircraft. All Persons with access to the AOA shall keep the same clear of Foreign Object Debris ("FOD") by collecting and disposing of debris in covered containers to prevent potential engine intake or damage to aircraft.

III. Animals

- a. No Person shall enter the AOA with an animal unless the animal is restrained by a leash, harness, or container at all times, except that supervised animals used in law enforcement, search and rescue, and wildlife management by persons authorized by the City may be permitted in the AOA without actual physical control.

- b. No Person shall feed or encourage the congregation of birds, deer, or other animals on the Airport.

IV. Firearms and Explosive Devices

- a. No Person other than a duly authorized federal, state, or local law enforcement officer shall fire or discharge any firearm of any description on the Airport or onto the Airport. The foregoing restrictions on discharging firearms do not apply to individuals engaged in wildlife management in accordance with an approved wildlife hazard management plan or as authorized by the Airport Director. This provision does not prohibit carrying of authorized firearms under the State approved conceal and carry program.
- b. No Person shall possess on the Airport any explosive device or any hoax device. The foregoing restriction on explosives does not apply to individuals engaged in wildlife management in accordance with an approved wildlife hazard management plan or as authorized by the Airport Director. The foregoing restriction also does not apply to the possession and use of explosive devices in connection with the design, manufacture, repair, refurbishment, or operation of aircraft. For purposes of these Rules and Regulations, a hoax device shall include any object that would cause a Person to reasonably believe that the object is or contains a destructive, incendiary, or explosive device.

V. Hunting

No Person shall hunt, pursue, trip, catch, injure, or kill any wildlife on the Airport. The foregoing prohibition does not apply to individuals engaged in wildlife management in accordance with an approved wildlife hazard management plan or as authorized by the Airport Director or pest control programs initiated by Tenants.

VI. Smoking

- a. Smoking is prohibited in all indoor areas of City owned facilities.
- b. Smoking is prohibited in exterior areas of City owned facilities, including (i) within ten (10) feet of any door to a City owned building on the Airport, (ii) within two hundred (200) feet of any fuel storage facility or fuel dispensing facility on the Airport or equipment, and (iii) within fifty (50) feet of any facility owned by the City.
- c. The City reserves the right to designate specific exterior areas of the City owned and operated facilities at the Airport in which smoking is permitted.

VII. Vandalism and Damage to Airport Property

No Person shall willfully destroy, injure, damage, or deface in any way public property of any nature located on the Airport. Any Person causing or responsible for damage of any nature shall report such damage to the Airport Director and, upon demand by such office, shall reimburse the City for the full amount of the damage. The cost of repairing any such vandalism or damage shall be paid for by the offending party plus a twenty-five percent (25%) administrative fee and shall be due and payable upon demand.

VIII. Residential Use

- a. No building or facility at the Airport shall be used for residential use as defined at the sole discretion of the Airport Director. The foregoing prohibition shall not apply to pilot resting facilities and similar facilities designed and used for temporary occupancy. Hangar use must adhere to all City codes and other applicable occupancy related requirements.

- b. No Person shall engage in Through-the-Fence Operations by taxiing an aircraft between any location on the Airport and any off-Airport property used for residential purposes.

IX. Non-Aeronautical Use of Airport Facilities

No hangar, T-hangar, or similar aeronautical structure on the Airport designated for use for aeronautical purposes, shall be used for non-aeronautical purposes in accordance with 14 CFR Chapter I effective July 1, 2017, as may be amended from time to time, without the prior written permission of the Airport Director. There shall be no use of City owned hangars and improvements for non-aeronautical purposes as long as there is an aeronautical user that is willing to execute a Lease, Permit, or other Agreement with the City. Short term usage of aeronautical facilities may be used for non-aeronautical purposes at the sole discretion of the Airport Director and in accordance with applicable FAA guidelines.

Provided the hangar is used primarily for aeronautical purposes, the City may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar. The City will generally not consider items to interfere with the aeronautical use of the hangar unless the items:

1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
2. Displace the aeronautical contents of the hangar. A vehicle parked at/in the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.
3. Impede access to aircraft or other aeronautical contents of the hangar.
4. Are used for the conduct of a non-aeronautical business.
5. Are stored in violation of airport rules and regulations, Lease provisions, building codes, or local ordinances.

Any prohibited item shall be removed by the Entity upon written notice by the Airport Director and a reasonable cure period and, if not removed as outlined in the written notice, shall be subject to removal by the at the sole expense of the Entity plus a twenty-five percent (25%) administrative fee. Reimbursement for such an action shall be due and payable upon demand.

Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved in advance by the FAA Office of Airports as described in Section III. b. Aeronautical uses for hangars include:

1. Storage of active and licensed aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft. If under repair, there must be tangible evidence that the repair is proceeding on a normal course.
5. Storage of aircraft handling equipment, e.g., towbars, tugs, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

X. Solicitation and Picketing

- a. Solicitation

- 1) No Entity shall distribute any literature, circulars, pictures, sketches, drawings, or other forms of printed or written material or engage in any form of solicitation on the Airport without the prior written permission of the Airport Director.
- b. Picketing, marching, demonstrations
 - 1) Each Entity wishing to engage in picketing, marching, or demonstrations at the Airport shall, prior to such event, obtain a written Permit from the Airport Director. Each Permit shall specify the area of the Airport on which picketing, marching, or demonstrating shall be permitted, the date and time such activity shall be permitted, and any other reasonable conditions that the Airport Director may deem necessary for the safety of persons and property or for the efficient operation and security of the Airport. All such activities must be in compliance with these Rules and Standards and any applicable City requirements.
 - 2) All authorized picketing, marching, and demonstrations conducted on City owned premises shall be (i) in a peaceful and orderly manner; (ii) without physical harm, molestation, threat, or harassment of any person; (iii) without obscenities, violence, breach of the peace, or other unlawful conduct; (iv) without obstructing the use of the Airport by others; (v) without hindrance to or interference with the proper, safe, orderly and efficient access to/from, and operation of, the Airport and activities conducted thereon; and (vi) in strict conformance with any operating procedures governing such activities on the Airport and the direction and conditions prescribed in writing by the Airport Director. The City reserves the right to revoke any such approval immediately and to require that activities cease and desist immediately in the event of a violation of these requirements.

SECTION J. -- AIRCRAFT OPERATIONS

I. General Responsibilities

- a. The operation of aircraft on the Airport shall be conducted in conformity with City requirements; FAA regulations; Texas law; directives and orders of Air Traffic Control; Department of Homeland Security regulations, to the degree applicable; Customs and Border Protection; and with these Rules and Standards. Persons operating aircraft are responsible for the safe operation of their aircraft and the safety of others exposed to such operation.
- b. All aircraft operating at the Airport shall display on board the aircraft a valid airworthiness certificate to the extent required and issued by the FAA or appropriate foreign government, and further shall display on the exterior of the aircraft a valid registration number as may be issued by the FAA or appropriate foreign government.
- c. No Person may operate aircraft at the Airport in a reckless or negligent manner; in disregard of the rights and safety of others; without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or property. No Person shall operate aircraft constructed, equipped, or loaded in such a manner as to endanger, or to be likely to endanger, persons or property.
- d. All persons, upon entering or exiting through an airport access gate or a gate that permits ingress and egress to the Airport Operations Area, shall ensure that the gate closes completely behind their vehicle or person prior to leaving the gate to ensure that no unauthorized vehicles or persons gain access thereto.
- e. In addition to any other penalties prescribed by these Rules and Standards or that may be imposed by FAA for the same conduct, the Airport Director is authorized to restrict access to the Airport by (i) any Person who has been found by the FAA, Department of Homeland

Security, or Customs and Border Protection to have violated applicable regulations or requirements concerning the operation of aircraft, where such violation would, at the sole discretion of the Airport Director, present a real and present danger to the safety of persons or property on the Airport; or (ii) who has been found by the City to have violated the preceding provision of the Rules and Standards concerning the safe operation of aircraft on the Airport.

- f. As provided in FAA regulations and Texas law, no Person shall operate or have actual physical control of any aircraft while under the influence of alcohol, drugs, or other controlled substances. This provision is intended to provide an additional mechanism to ensure safe aircraft operations by requiring compliance with FAA regulations, currently found at 14 C.F.R. § 91.17. This provision is not intended to create new or different standards than provided in FAA regulations or Texas law.
- g. No Person shall land, take off, or taxi on the Movement Areas of the Airport in an aircraft that is not equipped with a functioning radio transmitter and receiver. In the event of inadvertent radio failure, or if the aircraft is not equipped with functional a radio, standard light signals shall be used. All aircraft (whether being operated by a pilot or a mechanic), vehicle, or pedestrian operating within the movement area of the airport shall utilize the common traffic advisory frequency (CTAF), 122.8 MHz, and be required to broadcast intentions as advised in the Aeronautical Information Manual (AIM).
- h. Any aircraft owner or operator causing damage to Airport property shall be fully liable to the City for repair of any such damage, in addition to any other penalties prescribed herein.

II. Parking, Ground Movement, and Engine Run-Up

- a. No aircraft shall be parked or stored at the Airport except in areas designated by the City for such purposes. Aircraft operators are solely responsible for properly securing the aircraft while parked or stored to avoid damage to the aircraft, other aircraft, or buildings/improvements and for maintaining the aircraft in a safe and mobile condition.
- b. No aircraft shall be left unattended at the Airport unless it is in a hangar or adequately secured.
- c. All Airport users shall have the right in common with others, so authorized, to use Common Use Areas of the Airport. Common Use Areas shall be kept clear and available for aircraft traffic. No one shall use any Common Use Area for parking or storing aircraft or vehicles. Common use designations may be changed from time to time by the City following written notice.
- d. Aircraft shall not be parked so as to block movement on taxiways, public ramps, or in Common Use Areas. At the direction of the Airport Director, or designee, the operator, owner, or pilot of any illegally parked aircraft at the Airport shall move the aircraft upon demand to a legally designated parking area at the Airport. If the operator refuses to comply with such direction, the City may tow said aircraft to such designated area at the owner's operator's sole expense plus a twenty-five percent (25%) administrative fee due and payable upon demand. The City will be held harmless for any such action and will not be liable for any damage to the aircraft resulting from such actions.
- e. Tenants shall park and store all aircraft and equipment used for their operations within their Leased Premises.
- f. Abandoned Aircraft are prohibited at the Airport. The Airport Director may cause Abandoned Aircraft to be removed at the sole risk and expense of the aircraft owner or operator plus a twenty-five percent (25%) administrative fee due and payable upon demand. Aircraft in any active stage of manufacture, repair, or refurbishment will not be

considered abandoned provided that the aircraft is under the care, custody, and control of an Entity and the Entity has the present intention of completing or restoring the aircraft to an airworthy condition in an expedient manner. The Airport Director may request evidence to demonstrate the Entity's intention to complete or restore an aircraft to an airworthy condition.

- g. Non-airworthy aircraft shall not be permitted within the common use tie-down, or ramp areas. Aircraft in any active stage of manufacture, repair, or refurbishment may be parked within the Entity's controlled tie-down or ramp areas provided that the aircraft is under the care, custody, and control of the Entity and the Entity has the intention of completing or restoring the aircraft to an airworthy condition.
- h. Aircraft operators shall obey all pavement markings, signage, and lighted signals.
- i. No vehicle shall be used to tow or move an aircraft unless the vehicle is designed for such use, except in the case of an emergency requiring timely removal of the aircraft.
- j. No Person shall taxi an aircraft until the Person has ascertained by visual inspection of the area that there will be no danger of collision with any Person or object in the immediate area.
- k. No person may offer to provide or may use any tie-down space unless the tie-down space has at least three-point tie-downs, which can accommodate ropes or chains adequate to hold aircraft immobile in whole gale-force winds (55 to 63 mph).
- l. Fixed wing aircraft taking off or landing at the Airport shall do so only from designated runways and in full compliance with FAA regulations.
- m. For purposes hereof, an "engine run-up" is the operation of an engine at any power setting in excess of normal ground idle. All aircraft maintenance engine run-ups are only permitted between the hours of 8:00 a.m. and 10:00 p.m. local time at the run-up areas as designated by the Airport Director unless the "engine run-up" is necessary during preflight checks..
- n. No Person owning, controlling, or operating any aircraft shall start, operate, or allow the aircraft's engine to run, or allow the same to be started, operated, or run unless an experienced operator is in the aircraft attending the aircraft's controls. A portion of aircraft run-up for testing, maintenance, and pre-flight checks may be conducted without an operator at the controls so long as the run-up occurs in a designated area, all safety precautions prescribed by FAA regulations and best industry practices are employed, and the aircraft is incapable of moving during the period an operator is not at the controls.
- o. Aircraft shall not be started within any structures at the Airport, provided that aircraft and aircraft engines may be started in structures at the Airport during research and development, manufacture, and repair.
- p. No Person shall start the engine of any aircraft unless the wheels of said aircraft are then blocked or unless adequate brakes thereon have been actuated.
- q. Positioning, starting, or taxiing of aircraft shall be done in such a manner so as not to cause jet blast or prop wash that may result in injury to Persons or damage to property.
- r. No helicopter shall be operated within fifty (50) feet of any building and shall operate only from areas designated by the Airport Director without a variance. A variance, as called for herein, may be granted where there is documented history of safe operations by the Tenant or where the variance is granted as part of an executed Agreement. Once a variance is issued, it shall remain in effect with the Lessee for the Term of the Agreement provided the Lessee remains in compliance with the terms and conditions of the variance and the Lease.

- s. No Person shall operate an aircraft on pavement designed solely for ground vehicle or pedestrian traffic.

III. Aircraft Accidents

- a. The pilot of an aircraft involved in an accident at the Airport shall report the accident to the Airport Director immediately, in addition to any and all other notifications and reports required to be made to other federal, state, and local authorities. In the event said pilot is not able to make such a report to the Airport Director on a timely basis, the owner of the aircraft or owner's agent shall make such report.
- b. In the event of an accident on the Airport, the City, through the Airport Director may, upon receipt of removal authority from the FAA Regional Operations Center or National Transportation Safety Board, direct the owner, pilot or authorized insurance company to make arrangements to have the aircraft moved and, if not completed within a reasonable period of time, move damaged aircraft from the landing areas, ramps, aprons, or other areas at the expense of the owner and without liability to the City for damage resulting from such moving.
- c. Airport property damaged or destroyed by accident or otherwise shall be repaired or replaced immediately at the sole expense of the responsible parties.
- d. The pilot or owner of any aircraft that sustains material damage affecting the airworthiness of the aircraft while conducting operations at the Airport shall immediately notify the Airport Director.

IV. Airport Closure

- a. The Airport Director, or designee, has the right at any time to close the Airport, or any portion thereof, to air traffic; to delay or restrict any flight, or other aircraft operation; and to deny the use of the Airport or any portion thereof when necessary, in the interest of safety and security, including without limitation in the event of aircraft incidents and accidents and certain airfield surface conditions. Upon approval by the FAA, the Airport Director shall have the right to temporarily close the Airport for Special Aeronautical Events. In the event the Airport Director, or designee, believes the condition of the Airport to be unsafe for landings or take offs, the Airport Director will mark any temporary hazardous conditions physically to warn users adequately through the use of NOTAMs, or issue a Notice to Air Missions (NOTAM) temporarily closing the Airport or any portion thereof.

V. Self-Service

- a. An Entity has the right to Self Service an aircraft that the Entity owns; aircraft that the Entity has under the exclusive operational control pursuant to a long-term lease or other similar agreement; or aircraft that are under the care, custody, and control of. The right to Self-Service includes the right to tie down, adjust, repair, fuel, defuel, clean, and otherwise service an aircraft. Licensed pilots are permitted to perform, or have performed by qualified providers, preventive maintenance in accordance with 14 C.F.R. Part 43.
- b. Each Entity authorized to engage in Self-Service Fueling shall have the requisite training and/or certification and equipment as may be required by the Rules and Standards and FAA regulations.
- c. Each Entity that is authorized to engage in Self Service Fueling shall be solely responsible for all liability for any fuel spill or any contamination resulting from Self Service Fueling to include the payment of any fines, the cost of City fire department services provided resulting from the spill, and the full cost of any clean-up and/or remediation plus a twenty-five percent (25%) administrative fee due and payable upon demand..

- d. The City does not recognize aircraft managers, co-ops, or hangar associations to be the owner or lessee of an aircraft, and each such Entity is not permitted to Self-Service. Flying Clubs and fractional aircraft owners pursuant to 14 CFR Part 91 are permitted to Self-Service aircraft based at the Airport. Aircraft manufacturers are permitted to Self-Service aircraft under their care, custody, and control prior to delivery to customers and during warranty work. Self-Service may be conducted only by the aircraft owner or operator, including an employee or contractor of an Entity.
- e. The City reserves the right to designate areas at the Airport where aircraft owners and operators may engage in Self-Service and where Self-Fueling storage facilities be located.

VI. Cleaning, Painting, and Maintenance of Aircraft

- a. Aircraft maintenance may be performed within hangars or on other Leased Premises, provided such activity does not pose a fire or safety hazard.
- b. Aircraft painting shall be performed in compliance with all Environmental Protection Agency ("EPA") guidelines and all applicable City Code requirements. This will include the requirement that all painting and finishing be performed within a certified facility.
- c. Aircraft cleaning shall be performed only in the areas and in the manner prescribed by the City and in compliance with the Airport Storm Water Management Plan. Any cleaning that poses a potential threat of discharging hazardous substances must be performed in areas that have containment infrastructure provided.
- d. Aircraft washing may only take place inside hangar areas with floor drains discharging to the treated sewage system, on designated paved non-movement areas within the Air Operations Area, or on a specially designated aircraft washing area ("aircraft wash rack"). Aircraft washing conducted on paved non-movement areas must be accomplished without the use of soaps, detergents, solvents, or de-greasers and must be conducted using a low-pressure, non-surfactant wash. Prior to washing an aircraft on a paved Non-Movement Area, the area must be inspected for signs of pollutants (e.g., stained pavement or dead vegetation). If signs of pollution are discovered, the area must be properly cleaned before aircraft washing may commence. Aircraft washing may be performed by the aircraft owner or the owner's employee under the provisions of this section. No person may wash, detail, or clean an aircraft who is not the owner or employee of the owner of the aircraft unless that person is in compliance with these Rules and Standards.

VII. Limits on Aeronautical Activities

- a. The following types of aircraft and other aerial devices may not be operated on the Airport without the prior written authorization from the Airport Director:
 - 1) Unmanned aerial vehicles.
 - 2) Kites, model airplanes, tethered or non-tethered balloons, rockets, and similar aerial devices.
 - 3) The Airport Director may seek review by the FAA upon receipt of a written application to conduct Ultralight aircraft operations use at the Airport.
- b. Use of any portion of the Airport as a designated drop zone for parachute jumping or skydiving shall be specifically prohibited unless authorized by an approved Permit.
- c. The Airport Director may seek review by the FAA upon receipt of a written application to conduct one of the foregoing Aeronautical Activities or another Aeronautical Activity not then occurring at the Airport. In the event that the Airport Director grants approval to conduct an Aeronautical Activity, the Director's approval shall be in the form of a directive

authorizing the submitting party, and other similarly situated Entities, the right to conduct the Aeronautical Activity and prescribing specific conditions for use of the Airport for the Aeronautical Activity which shall be at the sole discretion of the Airport Director. The authorized Aeronautical Activity shall be conducted in conformance with such directive, all applicable requirements contained in FAA regulations, and any other conditions as may be imposed by the Airport Traffic Control Tower. Failure to comply may result in the immediate revocation of the Entity's right to conduct such activity, which shall be determined at the sole discretion of the Airport Director.

SECTION K. -- FUELING AND ENVIRONMENTAL PROTECTION

I. General

- a. All aviation fuels and oil-based products for use or sale on Airport property shall be dispensed only by Entities qualifying as an authorized fueling provider and so authorized in a Lease, Permit, or other Agreement. No other Entities shall sell, transport, store, dispense, or otherwise introduce fuels and oils for sale onto Airport property. All stored Commercial Fueling and Commercial Self Service Fueling fuel must be stored in areas that provide for secondary containment sufficient to prevent the discharge of fuel onto the property in the event of a spill and/or leak. The requirement for secondary containment shall also apply to any areas where fueling vehicles containing stored fuel are located. The quantity of the secondary containment must be approved in writing by the Airport Director prior to the construction or placement of any fuel storage facility or fuel dispensing equipment parking area.
- b. For purposes of this section, "Permittee" shall refer to the owner or exclusive operator of an aircraft authorized to self-fuel pursuant to a Self-Fueling Permit. Permittees under a fuel dispensing permit shall comply with every term and condition of the permit.
- c. No person may receive, store, or dispense fuel of any kind whatsoever at the fuel farm or any other portion of the airport without a permit issued by the City. The form of permit may be adjusted from time to time by the City, at its sole discretion. The City Commission shall establish the rates, fees, and charges which are subject to change following written notice. A permit shall be issued in accordance with the Rules and Standards adopted, as may be amended from time to time. Any Entity who holds and complies with a permit issued by the City shall be deemed to be in compliance with the Code of Ordinances relating to a fuel dispensing permit, provided, however, that the requirement for the payment of a fuel flowage fee shall continue in full force and effect.
- d. The City Fire Marshal shall conduct all required inspections prior to issuance of the permit. The City Fire Marshal shall issue the permit and shall have overall responsibility of administration, enforcement, and implementation and for coordination of all departments of the City involved in the application of the permit.
- e. The City reserves the right to charge a fee for the issuance of the Permit. The permittee shall not be entitled to a refund of a permit fee where a permit is suspended or revoked.
- f. Permits are nontransferable without the prior written consent of the City. No permittee holding a permit shall be permitted to assign any right or privilege granted by such permit without the prior written consent of the City.
- g. For serious or uncorrected violations of any of the requirements of a permit, or there are three (3) or more violations of the terms of the permit or requirements of this division within any rolling 18-month period, or for interference with the City Fire Marshal in the performance of duties, and upon a determination that Permittee is in default of the terms of the permit, the permit may be permanently revoked. Prior to such action, the City shall notify the Permittee in writing, stating the reasons for which the permit shall be permanently

revoked at the end of ten (10) days following service of such notice, unless a request for an appeal is filed with the City as called for in the Rules and Standards by the Permittee within such ten-day period. If no request for an appeal is filed within the ten-day period, the revocation of the permit becomes final. Permittee shall be allowed to operate under such permit during such ten-day period or during the pendency of an appeal.

- h. Whenever the City Fire Marshal finds conditions on the premises affected by the permit which, in his judgment, constitute substantial hazard to the life, limb, property, health or welfare of the public, he or she may without warning, notice or hearing issue a written notice to the permittee citing such conditions and corrective action to be taken, and if deemed necessary, such order shall state that the permit is immediately terminated. Any person to whom such order is issued shall comply immediately therewith, but upon written petition to the fire marshal, shall be afforded a hearing as soon as possible.
- i. Each Entity that performs fueling activities at the Airport will be required to indemnify City for any fueling or environmental related legal actions or fines, by any governmental entity or third party, due to Entity's or SASO's activities at the Airport.

II. Aircraft Fueling Operations

- a. All fuel handling and dispensing on the Airport shall be done in compliance with the following:
 - 1) FAA Advisory Circular 150/5230-4B (Aircraft Fuel Storage, Handling and Dispensing on Airports)
 - 2) FAA Advisory Circular 00-34A (Aircraft Ground Handling and Servicing)
 - 3) National Fire Prevention Association (NFPA)'s Code No. 407 (Standard for Aircraft Fuel Servicing); and Code No. 30 (Flammable and Combustible Liquids Code)
 - 4) Air Transport Association Specification 103 (Standards for Jet Fuel Quality)
 - 5) Underwriters Laboratories 2085 (Protected Aboveground Tanks for Flammable and Combustible Liquids)
- b. **Only the City's proprietary exclusive FBO shall be permitted to engage in the sale of aviation fuel and other petroleum products to the public at large through an attended operation at the Airport. Commercial Self Fueling may be provided by any Entity that meets the requirements and are compliant with the requirements outlined in the Rules and Standards**
- c. Each authorized Self Fueler shall provide the City with a comprehensive quality control and management plan identifying quality control procedures and qualification of personnel to be used in the aircraft fueling operations.
- d. Each authorized Fueler will provide all applicable insurance required by the City and shall indemnify and hold harmless the City and its employees, contractors, agents, and representatives from occurrences resulting in environmental contamination, injury to Persons, or damage to property.
- e. In order to engage in self-fueling, the Commercial Aeronautical Operator must seek and obtain a Self-Fueling Permit or other Agreement from the City. Self-fueling, excluding AVGAS Fueling, shall be subject to the Self-Fueling Permit or Agreement and the Rules and Standards. No Person shall be required to self-fuel; the purchase of fuel from the City's proprietary exclusive FBO shall remain an available option. AVGAS fueling shall, however, be required to comply with items f through l below.

- f. The transportation of fuel onto the Airport, via truck or otherwise, for the purpose of selling fuel other than by the City's proprietary exclusive FBO or Entities authorized to sell fuel is prohibited. No truck-to-truck (fuel transport truck to aircraft refuel service truck) operations may be conducted unless prior written approval has been granted by the Airport Director.
- g. No Through the Fence Operator will be allowed to store, sell, transport, or dispense fuel at the Airport.
- h. No aircraft shall be fueled while one or more of its engines are running, except under procedures approved by the FAA and consistent with proper safety procedures.
- i. No aircraft shall be fueled or de-fueled while passengers are on board the aircraft unless a properly trained operator is conducting the activity.
- j. All fueling operations shall be conducted in accordance with NFPA 407 and fueling trucks must be pointed away from fueled aircraft and have a clear route of egress in case of emergency.
- k. Smoking or lighting of an open flame shall be prohibited within two hundred (200) feet of any fueling operation. No Person shall use any material during fueling or de-fueling of aircraft which is likely to cause a spark or be a source of ignition.
- l. No Person shall operate any radio transmitter or receiver or switch electrical components on or off in an aircraft during fueling or de-fueling except those systems that may need to be operated by a trained operator during fueling operations.
- m. During fueling operations of any kind, dispensing equipment and receiving equipment such as fuel trucks, fuel farms, and aircraft shall be grounded at all times to neutralize electrical discharge potential.
- n. Fueling and defueling operations shall be conducted with adequate fire extinguishers immediately available. All extinguishers shall be inspected and certified, as required by law, and all Fuelers shall be properly trained on the use of fire extinguishers.
- o. All fuel dispensing equipment, hoses, funnels, or apparatus used in fueling or defueling shall be maintained in good condition and be properly grounded in accordance with FAA and NFPA guidelines, and in compliance with the Federal Water Pollution Control Act.
- p. Fuel hoses and equipment shall be maintained in a safe, sound, and non-leaking condition.
- q. Trained personnel shall be present during the entire fueling operation.

AVGAS dispensed into aircraft on the Airport shall only be into aircraft certified for its use and further shall be in accordance with all applicable FAA and industry guidelines as well as federal, state, and local laws and regulations relating to fuel handling and storage.

III. Training

- a. Employees of all Fuelers and agents handling aviation fuels at the Airport must be properly trained as required by 14 C.F.R. § 139.321. Separate fuel safety training programs are required for supervisors and line service personnel.
- b. At least one supervisor with each fueling agent must have completed an FAA authorized aviation fuel training course in fire safety. The individual must be trained prior to initial performance of duties, or enrolled in an authorized aviation fuel training course that will be completed within ninety (90) calendar days of initiating duties and receive recurrent instruction at least every twenty-four (24) consecutive calendar months.

- c. All other employees who fuel aircraft, accept fuel shipments, or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every twenty-four (24) consecutive calendar months in fire safety from a trained supervisor.
- d. Line service fuel safety training may be provided by a supervisor who has completed an FAA-authorized supervisory fuel safety training course or an authorized fuel safety training program. Training for employees may also be completed through the use of an approved line service fuel safety course. Written records documenting the training must be retained and made available to the City upon demand. Records must be retained throughout the Term of any Lease or Agreement and must be retained for a minimum of seven (7) years following termination of the Lease or Agreement.
- e. Fuelers must maintain a copy of the certificate of completion for any supervisors or employees completing the required fuel safety training for twelve (12) consecutive calendar months. Certificates shall comply with the requirements of FAA Advisory Circular 150/5230-4B at Chapter 4, Section 3.
- f. Fuelers must provide the City with written confirmation once every twelve (12) consecutive calendar months that the training required by 14 C.F.R. § 139.321(e) has been completed.

IV. Fuel Storage

- a. No fuel storage or dispensing equipment shall be installed or used at the Airport without the prior written approval of the Airport Director. Only those Tenants having fuel storage rights specified in their Lease or other Agreement shall be considered eligible for fuel storage.
- b. All fuel storage or dispensing equipment shall be in compliance with FAA and NFPA requirements, shall be maintained in a safe and non-leaking condition, and shall be installed and maintained at the sole expense of the Fueler.
- c. Unless otherwise approved by the Airport Director, all storage tanks shall be located above ground and comply with current requirements, and adapted to meet future requirements of federal, state, and local laws and regulations relating to fuel storage, following written notice of non-compliance and a reasonable cure period. All storage tanks shall be operated in accordance with FAA Advisory Circular 150/5230-4B, NFPA 407, and the National Air Transportation Association's Refueling and Quality Control Procedures for Airport Service and Support Operations, as each may be amended or superseded.
- d. Existing non-complaint private storage and distribution systems in place as of the date of adoption of these Rules and Standards shall be permitted to remain until a retrofit plan and timeline is agreed to by the City and the Entity. Under no circumstances shall the non-compliant storage tanks be in place following the adoption of these Rules and Standards beyond the existing Agreement term. In the event of a sale, expansion, authorized transfer, or major maintenance of a storage and/or distribution system, the storage and distribution systems must be abandoned, remediated if required, and replaced with a fully compliant storage and distribution system. The Entity shall not expand the product capacity or number of storage tanks in existing facilities without prior written approval of the City. The City must provide prior written approval of the location, design, and construction of any new fuel storage or fuel dispensing facility prior to the issuance to proceed. Establishment of any new fuel storage facilities at the Airport must be in accordance with then current federal, state, and local environmental and safety regulations and policy and the then current ALP.
- e. All fuel shall be stored in and dispensed from facilities located in areas designated by the Airport Director leased to the Entity.

- f. New fuel storage facilities shall comply with the requirements for secondary containment as prescribed in any federal, State, and local laws and ordinances.
- g. Fuel storage equipment shall be provided with automatic metering, recording, and ticket printing devices or an electronic conveyance system that maintains and produces accurate receipts of fuel dispensed from the facility and that are properly calibrated. Specifications for metering equipment shall be submitted to the Airport Director for review and approval. All approved systems will provide an accurate and reliable audit trail for administrative requirements and leak detection purposes.
- h. Distribution of fuel into aircraft shall be via mobile or stationary pumping equipment. Over the road tankers are prohibited on the AOA unless properly escorted. Storage sites shall provide adequate access and circulation pavements to accommodate both the fuel delivery tanker and the aircraft refueling vehicles. All pavements subject to heavy tanker delivery truck traffic and fuel spill potential must be appropriately designed and constructed by the Fueler.
- i. Security for each fuel storage facility shall be provided by a minimum of an eight-foot chain link fence around the perimeter and adequate lighting as prescribed in the Airport Security Program or required by the Airport Director.
- j. Fuel storage for fuel transported on to the Airport-by-Airport Tenants for self-fueling as authorized in the Rules and Standards must be stored in bondable fuel storage containers if stored in aircraft storage or maintenance hangars.

V. Fuel Spills

- a. Fuelers shall prepare, maintain, and implement an SPCC Plan, except to the extent the Fueler's fueling operations are covered by the Airport SPCC Plan.
- b. Cleanup methods shall be consistent with the applicable SPCC Plan and must be approved by the Airport Director.
- c. Fuelers shall provide adequate procedures to prevent and limit fuel spills and shall develop fuel spill contingency plans including notification and clean-up procedures.
- d. Fuelers shall maintain an adequate supply of fuel absorbent materials readily available to respond in the event of a fuel spill. Fuelers shall have, at a minimum, enough fuel absorbent materials to respond to a fuel spill of up to ten (10) gallons.
- e. Each Fueler will be fully responsible for the cost of the response from the City's fire department, all clean up, remediation, fines, and/or monitoring required due to fuel spillage or leakage from their facilities and equipment.
- f. In the event of a fuel spill of five (5) gallons or more, the following safety procedures shall be followed:
 - 1) Fueler shall immediately notify the Airport Director.
 - 2) Fueler shall take immediate action to begin containment and clean-up operations, which shall include the prevention of fuel from entering any storm or silt trench drain.
 - 3) Fuel delivery devices and other vehicles shall not be moved or operated in the vicinity of the spill until the spillage is removed. A fireguard shall be promptly posted at any such spillage site and shall remain until authorized to be relieved by the Airport Director.

- 4) All contaminated absorbent material shall be placed in DOT approved metal containers and disposed of by the Fueler at its sole cost, in compliance with all applicable federal, state, and local laws.
- 5) Where spills occur that are larger than Fueler can adequately handle, Fueler must immediately obtain the clean-up services of an approved hazardous material contractor. Fueler must provide a written cleanup plan to the Airport Director and obtain written approval prior to the commencement of work.
- 6) Fueler shall be liable for all costs associated with the control, containment, clean-up, remediation, disposal, any City fire department cost for services rendered plus a twenty-five percent administrative fee, and any damages or fines that result from the spill or clean-up operations. If Fueler fails to promptly undertake remediation activities in response to a spill or discharge, the City may at its sole discretion, but is not obligated to, perform such remediation following written notice. Any costs incurred by the City associated with assessment, remediation, and cleanup of the spill plus a twenty-five percent (25%) administrative fee shall be paid upon demand by Fueler. The City shall be held harmless with any activities associated with the cleanup and/or remediation activities.
- 7) Copies of all reports and written communications submitted to any federal, state, or local agency relating to such spill shall be provided to the Airport Director at the time submitted to such agency. The Airport Director will be provided copies immediately of all correspondence between the Entity and the governing agency.

VI. Fuel Servicing Vehicles

- a. Mobile fueling vehicles and their systems shall be maintained and operated in accordance with EPA, federal, state, and local regulations, codes, and ordinances covering fuel dispensing on airports; FAA Advisory Circular 150/5230-4B; and NFPA 407.
- b. Each fueling vehicle shall be conspicuously marked, per NFPA 407, in letters of contrasting color, with the word "flammable" on both sides and rear of the cargo tank in letters of at least six (6) inches high, and with the wording "emergency shut off" and other appropriate operating instructions required at the emergency operating devices in letters at least two (2) inches high. Each fueling vehicle will also be conspicuously marked on both sides and rear with the type and grade of fuel it contains in appropriate color schemes.
- c. Fueling vehicles shall use only the entrance, exit, and route designated by the Airport Director, or designee, during the transportation and delivery of fuel to, from, and on the Airport.
- d. Trained fueling personnel on duty shall be of sufficient number to safely operate the fuel storage and dispensing systems and perform periodic checks and inspections essential to their proper functioning. All fueling facilities and fueling vehicles may be inspected annually by the City. Fuelers shall address any and all deficiencies reported from the inspection within thirty (30) calendar days of receipt of written notice.

VII. Self-Fueling

- a. No Entity shall engage in self-fueling unless the right is included in its Agreement or until a Self-Fueling Permit authorizing such activity has been obtained from the City. The requirement to seek and obtain a Self-Fueling Permit shall not apply in the event that self-fueling operations are authorized and addressed fully in a Lease or other Agreement. AVGAS Fueling is exempted from the Permitting requirement in Section II K above subsections f through I above.

- b. To obtain a Self-Fueling Permit, an applicant must provide evidence of ownership or lease for every aircraft for which self-fueling privileges are requested.
- c. Applicants for a Self-Fueling Permit shall pay a Permit fee as may be required by the City.
- d. Permittees engaged in self-fueling shall provide the Airport Director with a current list of owned or leased aircraft verifying sole ownership or care, custody, or control by the owner, or that the Entity is the sole lessee of said aircraft.
- e. Permittees may not sell or otherwise transfer fuel, oil, or other petroleum products to any other aeronautical user at the Airport.
- f. An Applicant shall procure and deliver to the Airport Director, with the application for a Self-Fueling Permit, a current, original Certificate of Insurance acceptable to the Airport Director showing insurance coverage for the duration of the permit for at least the amounts specified in Appendix 1.
- g. The term of a Self-Fueling Permit shall be no longer than the term of Permittee's lease or sublease at the Airport.
- h. Permittees may only fuel aircraft identified on the Self-Fueling Permit. No other aircraft may be fueled by Permittee. Violations may result in the revocation of the Permit at the sole discretion of the City.
- i. Permittee shall ensure that only Persons employed by or under contract to Permittee are involved in self-fueling and that all employees handling fuel are trained in accordance with Subsection III above prior to the commencement of the self-fueling. Permittee may be required to show proof that the Person fueling an aircraft is an employee or contractor of Permittee. Permittee shall submit to the Airport Director evidence of training in safety procedures received by each Person who will conduct aviation self-fueling operations and shall provide documentation verifying all required certifications and required recurrent training before self-fueling activities may take place.
- j. Permittee shall dispense aviation fuel only on Permittee's leasehold.
- k. Permittee may terminate the Self-Fueling Permit upon written notice to the City.
- l. The City may revoke the Self-Fueling Permit upon ten (10) calendar days' written notice to the Permittee. The Airport Director may revoke the Self-Fueling Permit immediately in the event of an emergency, for any of the following reasons:
 - 1) Non-compliance with the Rules and Standards following a written notice and reasonable cure period, at the sole discretion of the City.
 - 2) Failure to maintain the required insurance.
 - 3) Failure to pay any part of the fuel flowage fees due after such payments become due and payable to the City.
 - 4) Failure to repair any damage to the fuel storage facility within the time specified by the City.
 - 5) Failure to retrofit fuel storage facility to meet compliance standards outlined in these Rules and Regulations.
 - 6) Fueling an aircraft that is not listed on the Self-Fueling Permit.

- 7) Aircraft fueling by individuals who are not employees or authorized contractors of Permittee.
- 8) Discontinuation of fueling operations by Permittee for a period of one hundred eighty (180) consecutive days.
- 9) Failing to report a fuel spill as required and, in the manner, required in these Rules and Regulations.
- 10) Any violation of federal and/or Texas environmental law or regulation concerning fuel storage and dispensing.
- 11) For non-compliance with the secondary containment requirement as called for in the Agreement or Permit between the City and the Person or Entity.
- m. Permittee shall have the opportunity to appeal the revocation of a Self-Fueling Permit in accordance with Subdivision I, Section C (II) hereof. Upon revocation, Permittee may not reapply for a Self-Fueling Permit for a minimum of one (1) year from the date of revocation.
- n. Permittee shall agree to assume liability in connection with fuel storage, handling, and dispensing, and to indemnify, hold harmless and defend the City, on terms prescribed by the Self-Fueling Permit.
- o. A Self-Fueling Permit is not assignable or transferable.

VIII. Commercial Self-Service Fueling Facilities

- a. Entities may be permitted to install and maintain a fuel storage and dispensing facility for Commercial Self-Service Fueling provided the Entity is in compliance with the Rules and Standards.
- b. The facility shall be constructed on concrete rigid pavement and include above ground double wall tank(s), secondary containment of an adequate size as approved in writing by the Airport Director, fueling terminal, metering system, credit card charging system, emergency shut-off, lighting and protective enclosures, using pipe bollards or other suitable protection.
- c. The facility shall include a control device that prevents unauthorized fuel dispensing.
- d. The responsible Entity shall provide a properly serviced fire extinguisher, meeting NFPA 407 standards; easily recognizable markings to indicate the type of fuel; and placard instructions on the use of the facility, emergency telephone numbers and emergency procedures.

IX. Fuel Flowage Fee

- a. A fuel flowage fee at the rates established by the City Commission, subject to change by the City from time to time, shall be assessed on all fueling operations at the Airport from which revenue is derived. Entities authorized to conduct Self-Service Fueling facilities shall be required to pay the then-current fuel flowage fee, as established by the City, for each gallon of aviation fuel delivered to the Entity, except in the event that the amount and payment terms for the fuel flowage fee shall be designated in a Lease, Self-Fueling Permit, or Agreement.
- b. The City shall have the right to adjust the fuel flowage fee rate from time to time. The City shall notify each Fueller in writing of the City's intent to adjust the then prevailing fuel flowage fee rate, indicating the new rate proposed and the date such rate is scheduled to go into effect, a minimum of thirty (30) days prior to the proposed effective date.

- c. The obligation to pay a fuel flowage fee may be in addition to any other rental rates, fees, and charges established by the City or any fuel tax imposed by any authorized taxing authority.

X. Flammable and Volatile Liquids

- a. Persons who intend to use flammable or volatile liquids on the Airport and/or fuel aircraft shall comply with the standards and requirements of the National Fire Protection Association (NFPA) 407 (Standard for Aircraft Fuel Servicing) and FAA Advisory Circular 150/5230-4B (Aircraft Fuel Storage, Handling, Training and Dispensing on Airports), as each may be amended or superseded.
- b. The procedures and precautions outlined in this subsection shall be adhered to in all cleaning, painting, and refurbishing operations using flammable and volatile fluids, including the storage of such fluids.
- c. Entities conducting aircraft fuel system maintenance shall comply with the standards and requirements of NFPA 410 (Standard on Aircraft Maintenance), as the same may be amended or superseded.
- d. No Entity shall use flammable or volatile liquids having a flash point of less than 100 degrees Fahrenheit for any purpose other than fueling.

XI. Toxic Substance Disposal

- a. Fuels, oils, dopes, paints, solvents, acids, and other hazardous materials shall not be disposed of or dumped into any stormwater drains, on the ramps, catch basins, ditches (on or adjacent to the Airport), or elsewhere on the Airport. Used engine oil shall be disposed of at the Airport in authorized containers.
- b. Floors, walkways, and paved surface areas in buildings shall be kept free of oil solvents or other fluids that may cause injury. The use of volatile, flammable solvents for cleaning floors is prohibited. Drip pans and other appropriate fluid catchment/holding devices or utensils shall be used when necessary.
- c. Cylinders or flasks of compressed flammable gases shall be stored external to occupied buildings and hangars in facilities approved in writing by the Airport Director. Cylinders and flasks may be stored inside hangars or occupied buildings only if they are secured in a designated area. Aircraft oxygen bottles and FAA approved aircraft heaters are exempt.

XII. Sanitation and Hazardous Waste Management

- a. No Entity shall use, handle, treat, store, or transport hazardous materials on or at the Airport except as reasonably necessary in the ordinary course of the Entity's authorized activities on the Airport and only if such hazardous materials are properly labeled and contained, and notice of and a copy of the Material Safety Data Sheet is provided for each such hazardous material.
- b. No Person shall use, handle, treat, store, or transport hazardous materials at, in or on the Airport at such time or place or in such manner or condition as to create an unreasonable risk of harm to persons, property or the environment.
- c. All personnel whose duties and responsibilities involve the handling and storing of hazardous substances and materials must have received proper training, in accordance with Occupational Health and Safety Administration regulations.
- d. No Entity shall discharge, dispose, or release any hazardous materials, wastes, or substances on the Airport or surrounding air, lands, or waters. In the event of a release,

the responsible party promptly shall notify the Airport Director and any federal or state agency, as applicable.

- e. All Persons shall comply fully with the Airport Storm Water Management Plan (SWMP) and any applicable National Pollutant Discharge Elimination System (NPDES) permit.
- f. The storage of waste materials and trash at the Airport is prohibited unless placed in receptacles provided by the City. A fee may be assessed by the City for the use of such City provided receptacles.
- g. All outdoor trash or garbage containers shall be covered. Such containers shall be located only in those areas approved for such use by the Airport Director.
- h. No Person may burn refuse at the Airport, except as may be authorized in advance in writing by the Airport Director.
- i. All vehicles used for hauling trash, dirt, or other refuse materials at the Airport shall be constructed so as to prevent their contents from dropping, shifting, leaking, or escaping.
- j. No Entity shall dispose of any fill or building materials or any other discarded or waste materials at the Airport or in Airport provided receptacles.
- k. Lubricating oils and hazardous liquids shall be disposed of in compliance with the Airport SWMP, and federal, state, and local law.
- l. No fuels, oils, dopes, paints, solvents, acids, or any other hazardous liquids shall be disposed of or dumped in drains, on ramp areas, catch basins or ditches or elsewhere at the Airport.
- m. Responsible Entities shall be liable for all costs to remediate the release of any hazardous substances at the Airport. If the responsible Entity fails to promptly undertake remediation activities in response to the release of any hazardous substance, the City may, but is not obligated to, perform such remediation. Any costs incurred by the City associated with assessment and cleanup of the release plus a twenty-five percent (25%) administrative fee shall be paid upon demand by the responsible Entity.
- n. The City shall have the right at any time to access any portion of the Airport for the purpose of conducting inspections, sampling, and other testing to determine the nature and extent of contamination on or under the property.

SECTION L. -- GROUND VEHICLES, PEDESTRIANS AND PARKING

I. Pedestrian Access

- a. No Person may walk on areas of the Airport other than on roads, sidewalks, or other marked rights-of-way provided for such purpose.
- b. No Person shall prevent or restrict any other Person's passage to, from and within the Airport, except for authorized conduct of federal, state and local law enforcement officers, and City employees.
- c. No Person shall interfere with safe operation of an aircraft landing, taking off from, or operating on the Airport.
- d. No Person shall loiter in any land or buildings owned by the City for a period of time longer than reasonably necessary to transact such business as such Person may have at the Airport.

II. Ground Vehicle Operations Generally

- a. Traffic laws of the State of Texas and the City of Weslaco shall apply to the streets, roads, and vehicular parking areas at the Airport. All traffic, informational, and warning signs shall be obeyed.
- b. No person shall access, whether by vehicle, on foot or otherwise, any portion of the common area unless the person has attended and completed the Ground Vehicle Training Program provided by the airport or is being escorted by a person that has successfully completed the Ground Vehicle Training Program. A person who has successfully completed the Ground Vehicle Training Program will be issued a permit that authorizes the person to access the common area, subject to this division. All permits shall have an expiration date to signify when access privileges will be terminated.
- c. No Person shall operate any motor vehicle on the Airport in a manner that would endanger his or her person or property or the safety of another's person or property.
- d. No Person shall operate a motor vehicle on the Airport while under the influence of an intoxicant or controlled substance in accordance with State laws.
- e. Abandoned Vehicles are prohibited at the Airport and must be removed immediately upon the written request of the City at the sole risk and expense of the vehicle owner.
- f. The City may cause vehicles in violation of the Rules and Standards to be ticketed or towed. In addition, the City may deny access to any ground vehicle if the owner or operator of the vehicle operates the vehicle in a reckless or negligent manner.
- g. All vehicles operated on runways, taxiways, and taxi lanes must display an approved active flashing yellow beacon on the top of the vehicle while operating in the designated areas.
- h. No person shall access the Airport through any gate by tailgating.
- i. No authorized person may give unescorted access to the airport to any unauthorized person.
- j. No person shall enter the movement area unless the person possesses an access permit, and hangtag when applicable, specifically for use in the movement area. A movement area access permit shall be valid and adequate for access to the movement and non-movement areas. A non-movement area access permit shall only be valid for use in the non-movement area.
- k. No person in possession of a valid access permit or hangtag shall loan or give it to any other person. Duplication or counterfeiting of permits or hangtags is prohibited.
- l. The permit and hangtag issued by the Airport shall be the sole property of the City and shall be returned to the City upon the expiration or termination of the permit and/or hangtag. The privilege to possess an access permit and/or hangtag can be terminated or revoked at any time by the Airport Director, including, without limitation, for any of the following reasons: Termination of lease, Permit, or other form of Agreement, and/or termination of employment from a Entity located on the airport. If an access permit or hangtag is terminated or revoked by the Airport Director, then the person who formerly possessed the access permit or hangtag has the right to appeal the Airport Director's decision by filing a written appeal as outlined in these Rules and Standards.
- m. A person operating a vehicle within or otherwise accessing (in any manner whatsoever, including on foot) the common area shall have, and no person shall access the common area unless accompanied by a person who has, attended and successfully completed a Ground Vehicle Training Program provided by the Airport and who holds a current permit,

including any special permit, such as a temporary permit or a contractor permit, reflecting such attendance and successful completion of the Ground Vehicle Training Program. While accessing the common area, a person who has attended and successfully completed a Ground Vehicle Training Program shall at all times carry the said permit and, if also operating a vehicle within the common area, display a hangtag issued by the Airport upon the person's successful completion of the Ground Vehicle Training Program. Special use vehicles, such as fuel trucks, tugs, golf carts, airport management vehicles, emergency vehicles (e.g., police, fire), and City vehicles and other vehicles authorized by the Airport Director to be on the Airport but not normally able to display the hangtag as approved by the Airport Director shall be exempt from the requirement of displaying a hangtag, but those vehicles shall always be operated by someone who has successfully completed the required Ground Vehicle Training Program and possesses a valid permit.

III. Ground Vehicle Parking

- a. No parking areas shall be designated in areas on and along drives and roadways or in such other areas on Airport property as deemed necessary by the City for the safe, efficient, and convenient operation of the Airport. All Airport Tenant employees, customers, or guests must park in their assigned areas.
- b. The City may remove or cause to be removed any vehicle that is illegally parked, disabled, or abandoned; that impedes Airport operations or the orderly flow of traffic; or that creates a potential security threat.
- c. The owner or operator of any such vehicle removed under this section shall be liable for payment of towing and storage and other applicable charges and any such vehicle shall be released to the owner or operator thereof only upon proper identification of the person making claim and payment of towing and storage and other applicable charges. Neither the City nor any of its agents shall be liable for damage to any vehicle resulting from the act of removal.

IV. Ground Vehicles in the AOA, Movement Area, and Safety Areas

- a. Ground vehicles are permitted in the Movement Area and Safety Areas only if necessary for Airport operations and only if authorized.
- b. No vehicle shall operate in close proximity to an aircraft so as to create a hazard or interfere with the safe operation of the aircraft.
- c. Ground vehicles shall always yield the right-of-way to aircraft.
- d. When approaching taxiing aircraft, ground vehicles shall maintain a distance of at least one hundred (100) feet from the aircraft and shall stay to the rear of the aircraft.
- e. No Person may operate a vehicle while on the AOA without a valid driver's license.
- f. Except for authorized emergency vehicles, the maximum allowable speed on the AOA is fifteen (15) miles per hour.
- g. Ground vehicles traveling to or from aircraft storage hangars shall minimize crossing of the AOA.

SECTION M. -- SECURITY

I. General

- a. All Persons on the Airport shall follow security-related federal laws and regulations as may be applicable to their activities on, and use of, the Airport.

- b. All Persons at the Airport shall follow the direction of on-duty federal, state and local law enforcement officers servicing the Airport and must comply with the adopted Airport Security Program.
- c. The Airport Director may issue directives and orders to implement the Airport Security Program. The Airport Security Program is considered sensitive security information in accordance with federal law and regulation, and no Person is entitled to demand or obtain a copy from the City.

II. Airport Driving Badges

- a. All Persons who are authorized to operate vehicles on the airfield areas must obtain an Airport Driving Badge from the Airport Director's office prior to operating vehicles on the airfield.
- b. Applicants for a new Airport Identification Badge or the reissuance of an Airport Identification Badge shall pay the badging fee, and any reissuance fee, as may be adopted by the City.
- c. Any Person authorized to operate a vehicle on the airfield area must prominently display their Airport Identification Badge at all times while on the airfield.
- d. It shall be unlawful and grounds for immediate confiscation, suspension, and possible permanent revocation of an Airport Identification Badge for any Person to:
 - 1) Be operating a vehicle on the premises of the airfield area without an Airport Identification Badge or Escort.
 - 2) Permit any other person to use their Airport Identification Badge.
 - 3) Wear another Person's Airport Identification Badge to operate a vehicle on the airfield area.
 - 4) Alter the Airport Identification Badge.
- e. If an Airport Identification Badge is lost or misplaced, the badge holder must notify the office of the Airport Director immediately and follow all administrative procedures for reissuance of the Airport Identification Badge, including a reissuance fee.
- f. Persons who operate vehicles on the airfield area shall ensure that access doors or gates that are required to be closed have completely secured or locked behind them before leaving the immediate vicinity of the door or gate, to ensure that no Person gains unauthorized access through such door or gate.

III. Tampering

- a. No Person shall willfully tamper, alter, move, or otherwise affect any security device, sign, closed-circuit camera, personal identification pad, electromagnetic locking device or other such implement, or perimeter fence gate or gate tracking device.
- b. No Person may place any object within ten (10) feet of the Airport perimeter fence or at any location that would aid in climbing or obscuring visibility of the fence line.
- c. No Person shall willfully activate any security device or security alarm, when no threat to security or emergency condition exists.
- d. No Person shall block or damage doors, gates or card readers or leave doors or gates open that could permit access to a restricted area by unauthorized persons.

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SUBDIVISION III - MINIMUM STANDARDS
IMPACTED PARTIES: COMMERCIAL OPERATORS

GENERAL REQUIREMENTS

SECTION A

I. Introduction to Minimum Standards

- a. FBO services at the Airport shall be provided exclusively by the City owned and operated FBO and are designated as proprietary exclusive. No other operator will be allowed to perform FBO services at the Airport.

The Minimum Standards set forth the conditions that must be satisfied in exchange for the privilege of conducting Commercial Aeronautical Activities at the Airport.

- b. No Entity shall be permitted to engage in Commercial Aeronautical Activities at the Airport without (i) a Lease, Permit, or other Agreement with the City setting forth the terms by which the Entity will conduct the Commercial Aeronautical Activity, and (ii) demonstration of ability to meet the Minimum Standards throughout the term of the Lease, Permit, or other Agreement.
- c. Except as prescribed herein or pursuant to a Lease, Permit, or other Agreement, the standards and requirements of the Minimum Standards are minimums that must be satisfied in order to conduct the Commercial Aeronautical Activity and may be exceeded.

II. Entities Subject to the Minimum Standards

- a. The Minimum Standards shall apply to any Entity proposing to conduct a Commercial Aeronautical Activity for which Minimum Standards are prescribed herein. Commercial Aeronautical Operators subject to the Minimum Standards include Specialized Aviation Service Operators (SASOs) and aeronautical related business selling goods and services at the Airport.
- b. No Entity shall be permitted to conduct a Commercial Aeronautical Activity at the Airport that is not expressly addressed in the Minimum Standards without the City's prior written approval. In reviewing a request, the City will consider the nature of the Commercial Aeronautical Activity, the proposed business terms, and the compatibility of the Aeronautical Activity with then-existing Airport operations and activities. The City further may request review by the FAA to consider, for example, and without limitation, whether the Aeronautical Activity may be conducted safely at the Airport. The City may decide, in its sole discretion, to amend the Rules and Standards prior to executing a Lease, Permit, or other Agreement authorizing the new Commercial Aeronautical Activity to, for example and without limitation, create a new category of Commercial Aeronautical Operator with attendant requirements and standards.
- c. No Entity shall be permitted to conduct a Commercial Aeronautical Activity at the Airport in support of an Aeronautical Activity that is prohibited by the FAA, the State of Texas, or the City of Weslaco.

III. Waivers and Variances

- a. The Airport Director may waive all or any portion of the Minimum Standards for the benefit of any government or government agency performing public or emergency services, including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention, customs and border protection, and firefighting.
- b. The Airport Director, with endorsement of the Airport Advisory Board and City Commission, may approve a temporary waiver of the Minimum Standards upon finding that any of the following conditions is satisfied: (i) the Commercial Aeronautical Operator seeking the waiver will be the only operator on the Airport to provide a specific product, service, or

facility desired to be offered at the Airport as of the effective date of the Agreement; (ii) the operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule as agreed to by the Airport Director; (iii) the schedule is enforceable by the City; (iv) the temporary waiver is needed to mitigate the financial burden of initiating a new Commercial Aeronautical Activity at the Airport; and (v) the Airport Director finds that the temporary waiver will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users. Following the timeline identified in the temporary waiver, the City has the sole discretion to cancel the temporary waiver if compliance with the terms and conditions of the Minimum Standards is not satisfied by issuance of a written notice to the Commercial Aeronautical Operator identifying the date upon which the Operator shall no longer be allowed to provide the specific product, service, or facility for which the temporary waiver was granted.

- c. The Airport Director, with endorsement of the Airport Advisory Board and City Commission, may approve a temporary variance of the Minimum Standards upon finding that any of the following conditions is satisfied: (i) a special condition or unique circumstance exists that makes the application of the Minimum Standards, as adopted, unduly burdensome; (ii) the temporary variance is narrowly tailored to address the special condition or unique circumstance; (iii) the operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule as agreed to by the Airport Director; (iv) the schedule is enforceable by the City; (v) the temporary variance will not create an unfair competitive relationship among similarly situated Commercial Aeronautical Operators at the Airport, and (vi) the Airport Director finds that the temporary variance will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services, and facilities to Airport users. Following the timeline identified in the temporary variance, the City has the sole discretion to cancel the temporary variance if compliance with the terms and conditions of the Minimum Standards is not satisfied by issuance of a written notice to the Commercial Aeronautical Operator identifying the date upon which the Operator shall no longer be allowed to provide the specific product, service, or facility for which the temporary variance was granted.
- d. Any temporary waiver or temporary variance approved by the Airport Director hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance and shall not serve to amend, modify, or alter the Minimum Standards. Any temporary waiver or temporary variance will not serve as a precedent for requests by others for a waiver or variance request. Each situation will be judged on its own unique circumstances and merits.

IV. Additive Standards and Conflicts

- a. The Minimum Standards are intended to be additive, except where otherwise provided herein, for all SASOs operating at the Airport. A SASO may be required to satisfy multiple requirements hereunder if the SASO desires to perform multiple Commercial Aeronautical Activities.
- b. In the event of conflicting requirements in the Minimum Standards, the Commercial Aeronautical Operator will be required to satisfy the higher or more inclusive standard.
- c. The Airport Director may permit a SASO conducting multiple Commercial Aeronautical Activities to satisfy a Minimum Standard that is less than the sum of the standards for each Commercial Aeronautical Activity, if the Airport Director finds that each of the following conditions is satisfied: (a) the offset will not affect the Commercial Aeronautical Operator's ability to provide high quality products, services, and facilities to Airport users in keeping with the intent of policies hereof; or (b) the offset will not create an unfair competitive advantage among Commercial Aeronautical Operators at the Airport. An offset granted pursuant to this provision shall not constitute a temporary waiver or temporary variance as provided in Section B (III). Any offset granted shall not be considered as a precedent for

other similar requests. Each offset will be reviewed based on the unique circumstances presented.

V. Non-Tenant Operators

- a. The City intends for all Commercial Aeronautical Operators to either lease space, pay a Permit Fee, and/or pay concession fees in lieu of rent at the Airport for the minimum requirements prescribed by the Minimum Standards. The purpose of this policy is to ensure that Commercial Aeronautical Operators at the Airport do not attempt to gain an unfair competitive advantage by operating without the same level of financial investment in the Airport and in their business operation as their competitors and to provide a service level that is not within the approved standards set by the City. Nevertheless, the City recognizes that there may be limited instances in which an authorized Commercial Aeronautical Activity may be performed by an Entity that does not lease space at the Airport. Specifically, an Entity may be permitted to provide products and services at the Airport upon demonstrating, to the sole satisfaction of the Airport Director, that no Commercial Aeronautical Operator leasing space at the Airport has the requisite certificate, certified personnel, or access to equipment and parts to provide the product or perform the service. The Airport Director may approve a request and issue a Permit to an Entity meeting these conditions provided that (a) the Entity enters into an Permit or other Agreement with the City identifying the Commercial Aeronautical Activity that may be performed and the required fee to be assessed as determined by the City for the privilege of conducting the Commercial Aeronautical Activity, and (b) the Entity satisfies all other applicable Minimum Standards prescribed herein for the Commercial Aeronautical Activity.

SECTION B. COMMERCIAL AERONAUTICAL ACTIVITY REQUEST

I. Request

- a. An Entity seeking to conduct a new Commercial Aeronautical Activity at the Airport following the adoption of these Rules and Standards must submit a written request to the Airport Director. There will be an application fee as set forth in the adopted Rates, Fees, and Charges schedule required that will need to be paid prior to the processing of the application. The written application request should contain the following information and any such additional information as may be requested by the Airport Director:
 - 1) **Operations Plan.** A written proposal detailing the nature of the proposed Commercial Aeronautical Activity to be conducted and the proposed location at the Airport. The proposed use and location must be in compliance with the then current Airport Layout Plan. This should include days and hours of operation and off-hours access plans.
 - 2) **Proposed Facility Requirements.** Identify what office, hangar, vehicle parking, and aircraft parking ramp space is being proposed to support the intended operation and how it will be connected to the taxiway system, if applicable. The application should identify if the improvements currently exist or, if they need to be constructed, the proposed timeline for completion and occupancy. If an existing facility is being proposed, identify the tenant improvements that will be completed, if applicable, and the proposed cost. If a new facility is proposed, identify the proposed size, budget, source of funding, and schedule for development.
 - 3) **Financial Capability.** Evidence of the proposer's financial capability, in such form as determined reasonably necessary by the Airport Director to satisfy that the Entity is capable of funding investments as identified and has sufficient financial capacity to successfully operate the intended use.

- 4) **Pricing Policy.** A written proposal of the pricing policies to be enacted for the goods and services being proposed for the proposed term and a first-year projection of sales.
 - 5) **Personnel.** A listing of key management personnel to be assigned to perform the services, along with a description of their duties and responsibilities. If personnel are not yet identified, submit a job description including qualifications required of the potential candidates.
 - 6) **Insurance.** Evidence of insurance, or the specific intent to obtain insurance, consistent with the insurance requirements of the Minimum Standards.
 - 7) **Application Fee.** Applicant must submit an application fee to off-set any costs incurred by the City in the consideration of the submission. The fee will be established annually by the City Commission.
 - 8) **Petitions in Bankruptcy.** Identify any and all bankruptcies relating to the proposer and the proposer's principals within the last ten (10) years.
 - 9) **Violations of FAA Regulations.** Disclose any and all documented violations by the proposer and/or the proposer's principals of FAA regulations within the last ten (10) years.
 - 10) **Term.** A proposed lease term that the proposer is requesting with the City. The City reserves the right to limit the lease term at its sole discretion and to be consistent with the Airport's Leasing Policy. If the applicant is proposing a different lease term than what is included in this Leasing Policy, the applicant shall outline in detail the reason for such a request in the application.
- b. Requirements to provide documentary evidence of financial responsibility, petitions in bankruptcy, and information on violations of FAA regulations include the requirement to provide such materials and information pertaining to the Entity, its principals, and any other related Entity of whom the principals of the Entity are or were principals or managers.

II. Action on Request

- a. Upon receipt of a submission and the application fee, the City, at its sole discretion, reserves the right to issue a request for qualifications or proposals or otherwise select a Commercial Aeronautical Operator through a competitive solicitation.
- b. The Airport Director may deny any submission upon finding any of the following:
 - 1) The Commercial Aeronautical Activity proposed by the proposer would not meet the Minimum Standards prescribed herein.
 - 2) That the timeline proposed is not accomplishable.
 - 3) The Airport Director has determined, upon examination of the proposer's business plan, financial plan, and information submitted to establish financial responsibility, that the proposer is unlikely to be able to meet the Minimum Standards prescribed herein throughout the term of an Agreement, including the payment of rental rates, fees, and charges.
 - 4) The Proposer does not have sufficient financial backing to complete the investment and/or pay rental rates, fees, and charges required.

- 5) The proposer has supplied the City, or any other Person, with false or misleading information or has failed to make full disclosure in their submission or supporting documents.
- 6) There is no suitable space at the Airport to accommodate the proposed Commercial Aeronautical Activity without requiring a reduction in space leased to another Entity.
- 7) The proposed Commercial Aeronautical Activity is inconsistent with the Airport Layout Plan.
- 8) The FAA has determined that any proposed development would constitute an obstruction or hazard to air navigation or safety.
- 9) The proposed Commercial Aeronautical Activity would require the City to spend funds or to supply resources that the City is unwilling or unable to spend or supply. This determination shall be at the sole discretion of the City.
- 10) The proposer, an immediate family member of the proposer, a principal of the proposer, or an Entity of which a principal of the proposer was a principal, was party to an Agreement with the City that was terminated for cause and/or the proposer, an immediate family member of the proposer, a principal of the proposer, or an Entity of which a principal of the proposer was a principal.
- 11) The proposer, an immediate family member of the proposer, a principal of the proposer, or an Entity, of which a principal of the proposer was previously a principal has been party to litigation, including, without limitation, administrative litigation, against the City concerning Commercial Aeronautical Activities at the Airport.
- 12) The proposer, an immediate family member of the proposer, a principal of the proposer, or an Entity of which a principal of the proposer was a principal, has been determined to be in default or evicted from another public-use airport at which the applicant conducted a Commercial Aeronautical Activity; provided, however, that the City nevertheless may approve the submission upon examination of the facts and circumstances surrounding the default or eviction.
- 13) The City's denial of a submission hereunder may be appealed as provided in Subsection I, Section C (II) (Administrative Appeal).

III. Notification of Changes

- a. Commercial Aeronautical Operators must provide the City with any information reflecting a material change in the information submitted. This information includes, for example, and without limitation: (i) a change in ownership of the proposing Entity, (ii) the filing of a petition in bankruptcy, (iii) addition or subtraction of principals, (iv) any felony or misdemeanor convictions that would result in loss of airport identification media, and (v) any federal fines imposed on the operator.
- b. Commercial Aeronautical Operators must submit to the Airport Director new, updated, or amended FAA certificates and ratings applicable to the operator, its employees or contractors, and any revocation of any certificate or ratings, or any other penalties by FAA against the certificate holder, promptly upon the operator's receipt of same.

SECTION C. PERFORMANCE STANDARDS

I. Performance Standards

- a. Commercial Aeronautical Operators are to provide high quality customer service by meeting or exceeding Airport customer needs through consistent, responsive, competitively priced, and professional service.
- b. Commercial Aeronautical Operators are to employ and/or have under contract the necessary number of trained staff and/or on-duty/on-call management and supervisors to provide for the efficient, safe, and orderly operation of its business.
- c. Commercial Aeronautical Operators are to control the conduct and demeanor of their personnel, agents, visitors, subcontractors, and subtenants, as well as conduct their business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb or endanger any Airport customers, Tenants, employees, or other operators.
- d. All personnel employed or under contract to a Commercial Aeronautical Operator to perform duties on the Airport are required to be appropriately dressed and identifiable while on duty and to wear an Airport issued airport identification Badge, as may be required. The business name shall be included in the means of identification for each person whose job responsibilities include regular interaction with Airport customers.
- e. Commercial Aeronautical Operators shall charge fair and reasonable prices for goods and services consistent with other similarly situated airports in the region in order to enhance the City's competitive position.

II. Compliance with Federal, State, and Local Requirements

- a. Commercial Aeronautical Operators are to comply with all federal, state, and local requirements applicable to their operations.
- b. Commercial Aeronautical Operators are to conduct all activities so as to allow the City to remain compliant with all Federal and State statutes, regulations, orders, policies, and grant assurances applicable to the City in the operation, maintenance, and development of the Airport.
- c. Commercial Aeronautical Operators are to comply with the rules and Ordinances imposed by the City applicable to conduct at the Airport, including without limitation Subdivision I and Subdivision II of the Rules and Standards.
- d. Without limitation of the foregoing, Commercial Aeronautical Operators are to comply with the following requirements:
 - 1) **Security**. Commercial Aeronautical Operators are to comply with the laws, Ordinances, regulations, orders, and directives of the City, as each may be amended from time to time; instructions of law enforcement personnel; and the policies, orders and directives of the City in furtherance of the Airport Security Program.
 - 2) **Safety**. Commercial Aeronautical Operators are to comply with Federal, State, and local laws and Ordinances applicable to workplace and aviation safety; and the orders and directives of the Airport Director in furtherance of a Safety Management Program or similar or related program at the Airport designed and intended to enhance safety.

- 3) **Environmental.** Commercial Aeronautical Operators are to comply with all applicable Federal, State, and local environmental laws; orders and directives of a Federal or State agency with requisite jurisdiction over environmental conditions at the Airport; City environmental policies and procedures, including, for example, and without limitation, SPCC Plan, SWMP and spill response plan; and generally accepted industry environmental policies and standards.

III. Signage

- a. Each building, vehicle, and piece of mobile or vehicular equipment used on the Airport in conjunction with the Commercial Aeronautical Activity, shall bear the Commercial Aeronautical Operator's identification in the form of a company logo, sign, emblem, or other means to designate to whom the building, vehicle, or equipment belongs or is assigned.
- b. Identification shall be legible on a contrasting background and shall be visibly displayed.
- c. All Commercial Aeronautical Operator identification shall be professionally designed and affixed to vehicles.

IV. Vehicles and Equipment

- a. The specific equipment requirements contained in the Minimum Standards shall be deemed satisfied if the Commercial Aeronautical Operator owns, leases, or otherwise has sufficient access to the equipment to provide the applicable aeronautical services promptly on demand without causing any unreasonable operational impacts on aircraft or operations at the Airport.
- b. Equipment must be maintained in safe operating condition and good appearance. Storage of inoperative equipment in publicly visible space is strictly prohibited.
- c. Equipment must include identifying information, prominently displayed, for the Commercial Aeronautical Operator.
- d. All vehicles operating at the Airport shall comply with applicable rules and regulations governing vehicles and traffic and have required authorization, including authorization to operate in the Movement Area and Safety Areas.

V. Subcontracting, Subleasing, and Assignment

- a. A Lease, Permit, or other Agreement may permit a Commercial Aeronautical Operator to sublease or subcontract to another Entity to conduct a Commercial Aeronautical Activity provided there is a current executed Lease, Permit, or other Agreement in place between the Entity and the City and the Entity has submitted the sublease or subcontract to the City and received written approval. In such event, the Entity shall ensure that the sublessee or subcontractor shall be responsible for complying with all applicable Rules and Standards and must include such a representation in all executed subcontracts and/or subleases; provided, however, that the Commercial Aeronautical Operator shall ultimately remain liable to the City for compliance with the Rules and Standards and the terms of an Agreement and any subleases or subcontracts. If there is a compliance violation, the Commercial Aeronautical Operator Entity shall be solely responsible for ensuring the subcontractor or sublessee is brought into compliance as called for in the Rules and Standards.
- b. Each Lease, Sublease, Permit, or other Agreement shall require prior written City approval to any assignment which approval shall be at the sole discretion of the City.
- c. No Entity shall conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use, including, for

example, and without limitation, a hangar leased for private, non-commercial aeronautical use.

SECTION D. FIXED BASE OPERATOR

I. General Requirements

- a. The Fixed Base Operator ("FBO") is a proprietary exclusive operation that is owned and operated by the City.
- b. Only the City owned FBO and approved SASOs with executed Permits or other Agreements shall engage in Commercial Self-Fueling at the Airport.
- c. The City may subcontract, sublease, or use third-party contractors approved in writing by the Airport Director to provide any of the desired FBO services excluding fueling. Subcontractors, sublessees, and third-party operators shall meet all Minimum Standards applicable to such services provided and must include a representation to such effect in the Agreements with the Entity and must adhere to the provisions set forth in these Minimum Standards, as may be amended from time to time.

II. FBO City Provided Services

The City FBO shall provide the following services at the Airport:

1. Fuel sales, dispensing, defueling, and line services.
2. Sale of aviation fuels, oils, and lubricants customarily sold to all classes of aviation including into-plane fuel service by uniformed employees of the FBO.
3. Marshalling aircraft on the ground to and from aircraft parking on the City's Premises.
4. A sufficient number of fuel service vehicles for AVGAS and Jet A Fuel with adequate bonding apparatus on the trucks to eliminate the hazards of static electricity and approved types of fire extinguishers or other equipment commensurate with the hazard involved in the refueling, defueling, and servicing of aircraft, including spill kits.
5. Adequate towing equipment and tow bars, aircraft parking tie-down ropes, chains, and anchors to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.
6. Adequate inventory of generally accepted grades of aviation engine oil and lubricants.
7. Access to timely catering service.
8. A fuel farm that provides storage capacity for AVGAS and Jet A Fuel.
9. Customer services shall include providing transportation arrangements, hotel reservations, arranging for ground transportation for crews, and courtesy ground transportation vehicles for use by customers.
10. Flight Service Station telephone and computerized weather service.
11. Crew lounge, passenger lounge, restrooms, and vending area. An arrivals/departures building to include a lounge or waiting rooms heated and air conditioned with appropriate furnishings for passengers and airplane crews of

itinerant aircraft, sanitary restrooms for the public telephone facilities, and sufficient paved and striped vehicle parking for employees and customers.

12. Sanitary systems service to include aircraft lavatory and potable water.
13. Hangar and aircraft apron parking space to accommodate reasonable demand for based aircraft, overnight, and short-term aircraft storage.

SECTION E. MINIMUM STANDARDS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS ("SASO")

I. General Requirements

- a. Compliance. SASOs shall be required to comply with the performance standards set forth in Section C and the applicable Minimum Standards as set forth in this section.
- b. Fuel Sales Prohibited. SASOs shall not be permitted to engage in Commercial Fueling.
- c. Commercial Self-Service Fueling. SASOs shall be permitted to engage in Commercial Self-Service Fueling provided the SASO meets the requirement contained herein and the aircraft are under the care, custody, or control of the SASO.
- d. Leased Space Requirements. SASO's shall enter into a Lease, Permit, or other Agreement for adequate space for buildings and support facilities for all services provided; paved ground vehicle parking; paved aircraft apron; paved customer and employee parking; and all storage facilities. The facilities shall be sufficient to meet reasonably anticipated demand for products, services, and space associated with the authorized Commercial Aeronautical Activities. The location, size, and configuration of space and hours and days of operation to conduct Commercial Aeronautical Activities for a SASO shall be established in a Lease, Permit, or other Agreement and shall take into consideration the operations plan and other information submitted in accordance with Section B (I) of this Subdivision III and the facilities lease or subleased to similarly situated Commercial Aeronautical Operators at the Airport. The City reserves the right to accept or reject the proposed space requirements and days and hours of operation based on the intended use, at its sole discretion, and to identify the required space, hours, of operation, and days of operation that the City believes is required to provide competitive service and meet the City and customer expectations at the Airport.
- e. Responsible Personnel. Each SASO shall provide the Airport Director with a current point-of-contact including cellphone numbers for personnel empowered to make decisions in emergency situations.
- f. Hours of Operation. Each SASO shall remain open or be available upon demand to satisfy customer demands as outlined in the executed Lease, Permit, or other Agreement with the City. Any changes proposed to the hours of operation contained in the Lease, Permit, or other Agreement must be approved in advance in writing by the Airport Director and will be considered an amendment to the Lease and/or Agreement without the need for a formal amendment.
- g. Insurance Requirements. Each SASO shall maintain the types and amounts of insurance required by the City for all land and improvements under an executed Lease, Permit, or other Agreement. These requirements are listed in Appendix 1 and may be revised by the City from time to time. Upon any change of such requirements by the City, the SASO shall procure any insurance coverage necessary to meet the revised standards within seven (7) calendar days and shall provide evidence of such insurance coverage to the Airport Director within that timeframe.

II. Flight Training

SASOs engaging in Flight Training shall:

- a. Maintain such certifications as may be required by the FAA and/or the State of Texas, including without limitation certification as may be required under 14 C.F.R. Part 141.
- b. Provide ground-based instruction on the Airport. Sufficient appropriately finished and conditioned space must be provided at the Airport for classroom training.
- c. Not operate exclusively from a t-hangar or tie-down.
- d. Employ, subcontract with, or have on duty, one individual that is an FAA-certified flight instructor who will be available at reasonable hours to meet customer demand.
- e. Own, subcontract for, or lease one or more dual-equipped, single-engine airworthy aircraft to be made available based on customer demand. Aircraft may be fixed or rotary wing.
- f. Include adequate mock-ups, pictures, digital media, DVDs, movies, videotapes, or other training aides necessary to provide proper and effective ground school instruction. All materials shall meet FAA requirements for the training offered. The SASO shall be responsible for providing sufficient appropriately finished and conditioned space for storage and set up of all equipment required to operate such training aides.
- g. Have services available to meet customer demand during all days of the week.
- h. Not be a Flying Club. Flying Clubs shall not be authorized to conduct flight training as a Commercial Aeronautical Activity. A SASO authorized to conduct flight training may train a member of a Flying Club for compensation.
- i. Satisfy all safety and security requirements imposed on flight schools by the FAA and/or TSA, including, and without limitation, the TSA Alien Flight Student Program or successor program developed in accordance with 49 U.S.C. Section 44939.

III. Air Charter, Air Taxi or Aircraft Management Operations

SASOs engaging in Air Charter, Air Taxi, or Aircraft Management operations shall:

- a. If flight crew services are provided, employ or subcontract with and have on duty at least one (1) person who holds a current FAA commercial pilot certificate and current Class I or II medical certificate. In addition, all flight personnel shall be properly rated for the aircraft operated. If flight dispatch services are provided, the SASO shall have dispatch capability within four (4) hours of a customer request and shall employ or subcontract with at least one (1) individual with experience and ability to provide charter quotes, schedule and dispatch support, and provide customer service. SASO may be during the agreed to hours of operation required, in a Lease, Permit, or other Agreement, to provide additional personnel as necessary to meet reasonably anticipated customer demand and to lease a minimum amount of space to satisfy user needs.
- b. Own, subcontract, lease, or manage at least one (1) certified, airworthy, and licensed aircraft that is available to meet customer demand.
- c. If air charter and/or air taxi services are provided, have and display in public view, a current 14 C.F.R. Part 135 certificate or provisional 14 C.F.R. Part 135 certificate and the aircraft identification page from the operating specifications manual of each aircraft listed on the certificate.

- d. If rotorcraft operations are conducted, have and display in public view, if applicable, a current copy of 14 C.F.R. Part 133 for rotorcraft operations detailing the external loading requirements.
- e. If aircraft management services are provided, conduct aircraft management activities in accordance with 14 C.F.R. Part 91.
- f. If air charter and/or air taxi services are provided, provide qualified operating crew and a satisfactory number of personnel for checking in passengers, handling luggage, ticketing, and obtaining ground transportation.

IV. Aircraft Rental

SASOs engaging in Aircraft Rental shall:

- a. Employ, subcontract with, or have on-duty or on-call and available to provide service at the Airport with reasonable notice, at least one (1) personnel having a current commercial pilot certificate with appropriate ratings, including instructor rating, for the aircraft utilized.
- b. Keep premises open and services available during reasonable hours to meet customer demand.
- c. Have available for rental with reasonable notice, a minimum of one (1) certified, licensed, and airworthy aircraft that is owned, subcontracted, or leased and under preferential control of the SASO.

V. Avionics Sales and Maintenance

SASOs providing Avionics Sales and Maintenance shall:

- a. Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport at least one (1) trained and FAA certified avionics technician.
- b. Keep premises open and services available during reasonable hours to meet customer demand.
- c. Hold the appropriate FAA repair station certificates for the types of equipment the SASO plans to service or install.

VI. Aircraft Storage Hangars

SASOs engaging in the business of renting and leasing hangar storage space to aircraft owners or operators solely for aircraft storage purposes shall:

- a. Require all tenants who lease space to have an executed Agreement with the SASO prior to occupancy, the form of which provides insurance and indemnification protection as called for in the Lease, Permit, or other Agreement between the City and the Entity. A copy of the standard sublease form must be approved by the Airport Director in writing prior to commencement of leasing activities. SASO must provide a listing and copies of all executed leases or subleases of all aircraft stored within the SASO or sublessee's hangar facilities to the Director upon request. A copy of the Lease between the City and the Entity must be attached in its entirety as an Exhibit to any sublease agreement.
- b. Require all subtenants to comply with the base Agreement between the City and the Entity and the Rules and Standards, as may be amended from time to time.
- c. Keep premises open and services available during reasonable hours to meet customer demand.

- d. Ensure that hangar tenants perform no fueling or maintenance within the hangar other than preventive maintenance on their own aircraft, utilizing their own employees, to the extent permitted in 14 C.F.R. Part 43.
- e. Refrain from and require all tenants who lease space to refrain from the piling debris and the storage of crates, boxes, barrels, containers, refuse, and surplus property in the Leased Premises.
- f. Provide a waste oil receptacle within the hangar(s). This receptacle shall be emptied at regular intervals into Airport provided containers, and be in compliance with all regulatory requirements, as currently in effect or as they may hereafter be amended.
- g. Have sufficient trained personnel on duty at all reasonable times to meet customer needs.
- h. Hangar cooperatives shall not provide fuel services to the members of the cooperative or to the public.

VII. Aircraft Sales

SASOs engaging in Aircraft Sales shall:

- a. Employ or subcontract with and have on-duty or on-call and available upon demand to provide service at the Airport at least one (1) qualified aircraft salesperson and access to a demonstration pilot that has a current commercial pilot certificate with appropriate aircraft type ratings.
- b. Keep premises open and services available during reasonable hours to meet customer demand.
- c. Maintain an adequate minimum stock of readily expendable spare parts or make adequate arrangements for securing spare parts required for the types and models of aircraft sold.
- d. Maintain current specifications, price lists, parts catalogues, and service manuals for the types and models of aircraft sold.

VIII. Aircraft Restoration and Refurbishing

SASOs engaging in Aircraft Restoration and Refurbishing shall provide the following:

- a. Facilities shall comply with at all times appropriate federal, state, and local regulatory measures regarding hazardous material handling and storage.
- b. SASO will maintain all appropriate federal, state, and local operating permits, manuals, and plans required for work being performed.
- c. Employ or subcontract with and have on-duty or on-call and available at least one (1) qualified personnel that have current required certificate, licenses, and ratings for the work being performed.
- d. Keep premises open and services available during reasonable hours to meet customer demand.

IX. Specialized Flying Services

SASOs engaging in Specialized Flying Services shall:

- a. Employ or subcontract with and have on call sufficient personnel who hold current FAA commercial pilot certificates and medical certificates with ratings appropriate for the SASO's aircraft.
- b. Have services available to meet customer demand.
- c. Own, sublease, or lease at least one (1) airworthy and licensed aircraft.

X. Airframe and Power Plant Mechanic (A&P Mechanics)

All A&P mechanics operating at TXW must be licensed to work on and maintain the external (airframe) and engine (power plant) parts of an aircraft. All A&P mechanics shall:

- a. All A&P Mechanics that are based at the Airport, must enter into a Lease Agreement for an adequate amount of space in which to maintain tools and parts as well as a customer waiting area.
- b. Be open and/or available upon request to meet customer demand.
- c. Maintain adequate tools and parts for the aircraft for which the A&P Mechanic is certified.
- d. Employ or have under contract at least one certified and licensed mechanic.
- e. For any authorized A&P Mechanic that does not lease space at the Airport, the Person must submit an application to become a SASO through the application process identified in this Subsection. If approved, the Person must enter into a Permit with the City that outlines the fees that will be required to be paid in order to conduct business on the Airport.

APPENDIX 1 MINIMUM INSURANCE REQUIREMENTS

I. General Requirements

General Requirements

- a. All Entities conducting Aeronautical Activities at the Airport pursuant to a Lease, Permit or Agreement must maintain insurance policies and coverage limits that are relevant and appropriate to the activities conducted at the Airport. Entities required to maintain insurance include, without limitation, Aeronautical Operators and SASOs; Flying Clubs; and Entities conducting self-fueling in accordance with a Permit or Agreement.
- b. Section II below prescribes the minimum insurance types and coverage limits for certain Entities conducting Aeronautical Activities at the Airport. The precise insurance types and limits required by the City will be prescribed in a Lease, Permit, or other Agreement and may differ from or exceed the requirements of Section II below based upon the circumstances and the risks presented by the proposed Aeronautical Activity.
- c. In prescribing insurance coverage types and limits, the City is not representing or guaranteeing that the types and limits are adequate to protect the Entity's interests and liabilities. It is understood that the specified amounts of insurance stated herein or in a Lease, Permit, or other Agreement shall in no way limit the liability of an Entity.
- d. The City reserves the right to review insurance requirements during the term of a Lease, Permit, or other Agreement and to make reasonable adjustments to required types of insurance coverage, limits and exclusions when deemed necessary and prudent by the Airport Director based upon changes in statutory law, court decisions, the claims history of the industry or financial considerations of the insurance company and/or the Entity.
- e. Each Entity required to maintain insurance by operation of these Rules and Standards or an Agreement will provide a Certificate of Insurance with endorsement listing the City as additional insureds. This obligation shall not apply to any workers' compensation policy.
- f. Each Entity shall maintain the required insurance throughout the term of a Lease, Permit, or other Agreement.
- g. Each insurance policy, except workers' compensation, shall cover both bodily injury and property damage.
- h. Each policy shall be primary and non-contributory.
- i. Each policy, except a workers' compensation policy, shall insure the defense and indemnity obligations assumed by the Entity under a Lease, Permit, or other Agreement.
- j. It shall be the Entity's responsibility to pay any retention or deductible for the coverages required herein or as may be required in a Lease, Permit, or other Agreement.
- k. Insurance shall be secured by a company authorized to conduct business in the State of Texas.
- l. Insurance policies must include a requirement that a thirty (30) day notice of cancellation, material change or non-renewal be sent to the Airport Director.
- m. In requiring Entities to maintain insurance hereunder, the City does not in any way assume liability for injury and damage occurring on or in connection with the Airport, and the City reserves the right to claim any defense or immunity available under law, including but not limited to the maximum monetary limits on liability established by Texas Statutes.

II. Specific Requirements

- a. The following is a list of the minimum insurance coverage types and limits that are required for Entities conducting Aeronautical Activities at the Airport. The precise coverage types and limits shall be prescribed in a Lease, Permit, or other Agreement.
- 1) Specialized Aviation Service Operators:
 - (i) Commercial general liability - no less than \$2,000,000 per occurrence and \$2,000,000 aggregate.
 - (ii) Automobile - no less than \$2,000,000 per occurrence and \$2,000,000 aggregate (shall include coverage for all owned, hired and non-owned vehicles).
 - (iii) Worker's compensation in accordance with the laws of the State of Texas.
 - 2) Entities conducting fueling operations at the Airport shall maintain pollution liability coverage in an amount commensurate with the level of environmental risk presented by the operation and specified in a Lease, Permit, or Agreement.
 - 3) Any commercial Entities providing commercial aircraft storage shall maintain hangar-keeper's liability coverage in an amount commensurate with the value of aircraft to be stored and specified in a Lease, Permit, or Agreement.
 - 4) Entities operating aircraft at the Airport, whether for commercial or non-commercial use, shall maintain aircraft passenger liability insurance of no less than \$1,000,000 per occurrence and \$100,000 for each passenger seat.

APPENDIX 2 SCHEDULE OF FINES AND PENALTIES

The following represent penalties and fines for violations of Rules and Standards:

First Offense: Written notice of violation with a corrective action and timeline.

Second Offense: Five hundred dollar (\$500) fine due and payable upon demand.

Third Offense: Three thousand dollar (\$3,000) fine due and payable upon demand.

Fourth Offense: Cancellation of contract and a one (1) year restriction from entering into a Lease, Permit, or other form of Agreement at the Airport for a minimum of one (1) year or greater from the cancellation date, at the sole discretion of the Airport Director.

ORDINANCE NO. 2024-10

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING RULES AND STANDARDS FOR THE MID VALLEY AIRPORT, PROVIDING FOR AMENDMENTS TO THE RULES AND STANDARDS, PROVIDING A SEVERABILITY CLAUSE; TO PROVIDE FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the Weslaco City Commission, upon recommendations of the Weslaco Airport Advisory Board, adopt “Rules and Standards” for the proper and safe operation of aeronautical and non-aeronautical activity at the Weslaco Mid Valley Airport.

WHEREAS, such Rules and Standards shall be entitled “Mid Valley Rules and Standards”.

WHEREAS, the City Commission may amend the “Mid Valley Airport Rules and Standards” upon recommendation of the Weslaco Airport Advisory Board as may deem necessary.

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

The City of Weslaco hereby repeals Ordinance 86-11 and any amendments thereof of the Rules and Regulations for the Mid Valley Airport.

The City of Weslaco hereby adopts Rules and Standards to ensure the safe, efficient, and orderly operation of the Airport, and an adequate minimum level of quality of service to users while making economical and efficient use of airport land, ramps aprons and runways, in accordance with the Airport Master Plan and the Airport Layout Plan.

Additionally, the City of Weslaco hereby adopts the Rules and Standards as minimum standards and encourages all users of the Weslaco Mid Valley Airport to exceed the minimum.

CONFLICTS

All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

PENALTIES

The City shall enforce the Rules and Standards under authority of the Federal Aviation Administration and the Texas Transportation Code and hereby establish penalties for any violation of such Rules and Standards.

SEVERABILITY

If any section, part of provisions of this ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts, or provisions of this Ordinance.

EFFECTIVE DATE

This Ordinance shall be in full force and effect upon its final passage.

PASSED AND APPROVED on first reading this _____ day _____, 2024.

PASSED AND APPROVED on second reading this _____ day _____, 2024.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu,
CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez,
CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-324	
From:			
Subject: Discussion and consideration to accept and file the Quarterly Investment Report for period ending December 31, 2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: Quarterly Investment reports need to be submitted to the governing body not less than quarterly as per Local Government Code Public Funds Investment Sec. 2256.023(a).			
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 Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve to accept and file as recommended by staff.			
Staff Recommendation: Staff recommends acceptance and filing.			
Attachments, if any: 030524 QTRLY INVESTMENT MEMO, 123124 Qtrly Invest. Report			
Responsibilities upon Approval: File report.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: February 28, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Quarterly Investment Report for Period Ending December 31, 2023

.....

I respectfully submit the Quarterly Investment for the period ending December 31, 2024.

Cash on Deposit amounts have seen an increase as we see our advalorem collections being deposited. We have moved about 50% of the amount from PNC to LSNB as of 01/01/2024.

The interest received continues to outpace projections.

Total interest earned to date for fiscal year 2024, is \$743,73. General fund recognized \$200,888 in interest on investments for the year the remaining balance went to the respective capital projects funds.

Staff recommends acceptance and filing of these reports.

City of Weslaco, Texas

Investment Report

December 31 2023

Deposits:

Cash on Deposit
PNC Bank
Tex Pool
Tex Pool Prime

Total

1st Quarter
12/31/23
\$ 10,862,929
721,935
51,200,253
\$ 62,785,117

Rates:

Cash - Interest Earning
PNC Bank
Tex Pool
Tex Pool Prime

1st Quarter
12/31/23
0.10%
5.38%
5.61%

Total Interest Earned for Period

Total Interest
Average Return
Benchmark - 4 week T-Bill Rate
Weighted Average Maturity (Days)

743,738
4.65%
5.33%
1.00

Total Interest Earned Year to Date

\$ 743,738

This report is in full compliance with the investment policy and strategy as established for the City of Weslaco, Texas and the Public Funds Investment Act (Chapter 2256, Government Code).

Prepared by:



Sonia Flores
Assistant Finance Director

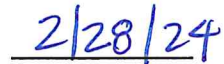


Date

Reviewed by:



Rosalinda Cavazos
Finance Director



Date



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-325	
From: Rosalinda Cavazos			
Subject: Discussion and consideration to accept and file the Financial Reports (unaudited) as of December 31, 2023 for the General Fund, Water and Sewer Fund, Solid Waste Fund, and Airport Fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
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 Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve to accept and file Financial Reports as recommended by Finance Director.			
Staff Recommendation:			
Attachments, if any: 030524 QTRLY REPORTS MEMO, 123124 Financial Reports			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: February 28, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Financials for Period Ending December 31, 2024

.....

I have included the financials for the General, Water/Wastewater, Sanitation and Airport funds for your review and acceptance for the period ending December 31, 2024.

General Fund:

- After transfers out, we show a positive change in fund balance of \$2,553,975.
- Revenues collected were at \$9.9M while expenditures were 7.4M with an operating surplus of 2.5M
 - Sales Tax collected were 3.5M
 - Interest Earned \$201K
- Number of days remain strong at 135, and our fund balance is equal to 40% of expenditures.

Water & Wastewater Fund:

- Has a positive change in fund balance of \$1,448,444.
- 190 days of working capital.
- Our bond obligations are due February 15th, which will decrease the number of days of working capital.

Sanitation Fund:

- Has a positive change in fund balance of \$50,380.
- 60 days of working capital.
- The first quarter for Sanitation is a heavy outflow of cash due to the debt that is owed in October.

Airport fund

- Has a net change of \$1.4M which is attributed to the sale of property, but the proceeds of the sale will be used to pay off a note to the EDC.

Staff recommends acceptance and filing of these reports.

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - GENERAL FUND COMBINED
December 31, 2023
(Unaudited)

ASSETS

Cash and Equivalents	16,702,214	
Investment in Lease	-	
A/R Taxes-Current & Delinquent	7,418,219	
A/R Other	1,417,665	
A/R Ambulance Fees	1,817,212	
Due from other Funds	2,780,588	
Due from other Govt	1,279,724	
Inventory	156,367	
Prepaid Expense	11,032	
Restricted Assets (PEG)	606,268	
TOTAL ASSETS	32,189,290	-

LIABILITIES

Accounts Payable	631,879	
Accrued Salaries & Wages	1,885	
Due to other Funds	2,826,317	
Other Liabilities	347,613	
Escrow	1,527,869	
Trusts	579,440	
Deposits	6,820	
Deferred Revenues	10,664,608	
TOTAL LIABILITIES	16,586,430	-

FUND BALANCE

Nonspendable fund balance	98,719	
Restricted fund balance	750,000	
Committed fund balance	3,500,000	
Unassigned fund balance	8,229,059	
Change in net position	2,553,975	-
TOTAL FUND BALANCE	15,131,753	

TOTAL LIABILITIES AND FUND BALANCE	31,718,183	(0)
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CITY OF WESLACO, TEXAS

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GENERAL FUND COMBINED
December 31, 2023**

REVENUES	Actual	Annual Budget
Ad Valorem Taxes	4,827,843	11,252,023
Sales Tax	3,576,810	14,700,000
Franchise Taxes	185,071	1,855,000
Permits & Licenses	186,209	785,000
Intergovernmental Revenue	27,166	1,561,347
Charges for Services	714,261	2,564,000
Fines and Forfeitures	92,370	491,510
Investment Income	201,476	508,244
Rentals and Royalties	13,816	23,512
Other Revenue	123,771	157,005
TOTAL REVENUES	9,948,792	33,897,641
EXPENDITURES		
General Government	930,827	4,325,287
Judicial and Legal	137,198	596,099
Public Safety	4,188,051	19,697,111
Public Works	120,990	682,608
Streets and Highways	396,178	2,327,908
Planning, Inspections & Engineering	259,069	1,349,799
Culture and Recreation	387,180	2,044,102
Nondepartmental	286,455	981,110
Capital Outlay	707,747	2,756,010
Debt Service	-	506,487
TOTAL EXPENDITURES	7,413,695	35,266,521
EXCESS OF REVENUES OVER EXPENDITURE	2,535,097	(1,368,880)
OTHER FINANCING SOURCES (USES)		
Transfers In	372,640	1,490,561
Transfers In (Out)	(353,762)	(1,337,500)
Other Financing Sources	-	1,371,310
OTHER SOURCES (USES)	18,878	1,524,371
NET CHANGE IN FUND BALANCE	2,553,975	155,491
Fund Balance - October 1 (Beginning)	11,849,309	
Fund Balance - September 30 (Ending)	14,403,284	
Number of days in working capital	135	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - WATER & WASTEWATER FUND COMBINED
December 31, 2023
(UNAUDITED)

	WATER	WASTEWATER	COMBINED
ASSETS			
Cash and Equivalents	1,830,733	754,028	2,584,761
Restricted Cash	1,729	-	1,729
Current Receivables	1,231,234	1,132,950	2,364,184
Inventory	248,177	171,634	419,812
Deferred Resource Outflow	69,859	21,526	91,385
Assets, net of Depr	11,562,218	28,136,505	39,698,722
TOTAL ASSETS	14,943,950	30,216,643	45,160,594
LIABILITIES			
Accounts Payable	78,712	12,981	91,693
Accrued Salaries & Wages	50,516	11,080	61,596
Customers Deposits	1,567,289	-	1,567,289
Due to Other Funds	(1,337)	1,337	-
Lease Payable	527,602	200,572	728,174
Other Liabilities	555,053	162,737	717,790
Deferred Resource Inflow	174,698	41,176	215,874
Long Term Liabilities - Bonds/Leases	4,091,603		4,091,603
TOTAL LIABILITIES	7,044,137	429,883	7,474,020
FUND EQUITY			
Net Investment in Capital Assets	-		-
Unrestricted fund equity	6,750,309	29,487,821	36,238,130
Change in net position	1,149,504	298,939	1,448,444
TOTAL FUND EQUITY	7,899,813	29,786,760	37,686,574
TOTAL LIABILITIES AND FUND EQUITY	14,943,950	30,216,643	45,160,594

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
WATER AND WASTEWATER FUNDS
December 31, 2023

	WATER	WASTEWATER	Combined Actual	Annual Budget
REVENUES				
Charges for Services	2,012,335	1,472,275	3,484,610	13,886,853
Utility Billing Penalties	35,609	27,589	63,198	270,000
Other Financing Sources (CIP)	-	179,588	179,588	779,000
Other Revenue	48,831	-	48,831	195,000
TOTAL REVENUES	2,096,776	1,679,451	3,776,227	15,130,853
EXPENDITURES				
Treatment	426,899	402,493	829,392	3,672,787
Distribution & Collection	140,364	449,800	590,163	2,693,653
Utility Billing	92,513	-	92,513	526,920
Water Meter Division	21,884	-	21,884	164,648
Capital Outlay	91,820	360,621	452,441	1,553,000
Debt Service/Leases	-	-	-	745,908
TOTAL EXPENDITURES	773,479	1,212,914	1,986,393	9,356,916
EXCESS OF REVENUES OVER EXPENDITURES	1,323,297	466,537	1,789,834	5,773,937
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers (Out)	(173,793)	(167,598)	(341,390)	(5,720,798)
OTHER SOURCES (USES)	(173,793)	(167,598)	(341,390)	(5,720,798)
NET CHANGE IN FUND EQUITY	1,149,504	298,939	1,448,444	53,139
Fund Balance - October 1 (Beginning)			39,537,869	
Fund Balance - September 30 (Ending)			40,986,313	
Number of days in working capital			190	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - SOLID WASTE FUND
12/31/2023
(UNAUDITED)

ASSETS

Cash and Equivalents	(136,606)
Current Receivables	855,468
Noncurrent Receivable	2,000,000
Deferred Resource Outflow	2,523
Assets, net of Depr	5,389,571
TOTAL ASSETS	8,110,956

LIABILITIES

Accounts Payable	112,475
Accrued Salaries & Wages	89,464
Other Liabilities	11,663
Due to Other Funds	355,141
Noncurrent Liabilities	4,984,561
Deferred Resource Inflow	9,052
TOTAL LIABILITIES	5,562,355

FUND EQUITY

Contributed Capital	-
Reserved fund equity	-
Unreserved fund equity*	2,498,220
Change in net position	50,380
TOTAL FUND EQUITY	2,548,600

TOTAL LIABILITIES AND FUND EQUITY	8,110,956
--	------------------

*Fund equity includes \$2M loan advanced to Water/Sewer Fund
from Solid Waste Fund to complete WTP Project -

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
SOLID WASTE FUND
December 31, 2023

	Solid Waste Collection	Brush Collection	Combined Actual	Annual Budget
REVENUES				
Intergovernmental Revenue	-		-	-
Charges for Services	1,223,118	350,344	1,573,462	6,231,247
Other Revenue	25,177	-	25,177	105,000
TOTAL REVENUES	1,248,296	350,344	1,598,640	6,336,247
EXPENDITURES				
Collection	459,834	-	459,834	2,569,347
Transfer Station/Recycling	-	66,548	66,548	182,088
Landfill	2,657		2,657	48,000
Brush Collection	-	110,346	110,346	618,370
Capital Outlay	24,458	-	24,458	951,754
Debt Service	452,376	150,792	603,167	1,064,667
TOTAL EXPENDITURES	939,325	327,685	1,267,010	5,434,226
EXCESS OF REVENUES OVER EXPENDITURES	308,971	22,659	331,630	902,021
OTHER FINANCING SOURCES (USES)			-	
Other Financing Sources	-		-	645,754
Transfers In	-		-	
Transfers (Out)	(281,250)		(281,250)	(1,125,000)
OTHER SOURCES (USES)	(281,250)	-	(281,250)	(479,246)
NET CHANGE IN FUND EQUITY	27,721	22,659	50,380	422,775
Fund Balance - October 1 (Beginning)	1,958,289			
	-			
Fund Balance - September 30 (Ending)	2,008,669			
Number of days in working capital		60		

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - AIRPORT FUND
December 31, 2023

ASSETS

Cash and Equivalents	1,444,226
Due from Other Government	-
Current Receivables	83,693
Lease Receivable	287,723
Inventory	65,067
Restricted Assets	100
Deferred Resource Outflow	16,798
Assets, net of Depr	13,838,278
TOTAL ASSETS	15,735,887

LIABILITIES

Accounts Payable	38,204
Accrued Salaries & Wages	35,222
Due to Other Funds	2,174,477
Due to Other Governments	-
Other Liabilities	85,992
Deferred Resource Inflow	340,950
Notes Payable	1,289,515
TOTAL LIABILITIES	3,964,360
Reserved fund equity	-
Unreserved fund equity	10,345,064
Change in net position	1,426,463
TOTAL FUND EQUITY	11,771,527
TOTAL LIABILITIES AND FUND EQUITY	15,735,887

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
AIRPORT FUND
December 31, 2023

	Actual	Annual Budget
REVENUES		
Charges for Services	178,791	800,100
Rentals	15,940	118,600
Intergovernmental Revenue	-	2,550,000
Other Revenue	-	1,000
TOTAL REVENUES	194,731	3,469,700
EXPENDITURES		
Airport Operations	252,773	1,190,317
Capital Outlay	16,948	2,638,000
Debt Service	73,108	93,257
TOTAL EXPENDITURES	342,829	3,921,574
EXCESS OF REVENUES OVER EXPENDITURES	(148,098)	(451,874)
OTHER FINANCING SOURCES (USES)		
Transfers In (Out)	62,500	25,000
Proceeds Sales of Assets	1,512,061	-
OTHER SOURCES (USES)	1,574,561	25,000
NET CHANGE IN FUND EQUITY	1,426,463	(426,874)
Fund Balance - October 1 (Beginning)	10,853,937	
Fund Balance - September 30 (Ending)	12,280,400	
Number of days in working capital	378	



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-337	
From:			
Subject: Discussion and consideration to accept and file the annual financial audit of the Weslaco Economic Development Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments: Approve to accept and file as presented.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-195	
From:			
Subject: Discussion and consideration approving Change Order #4, pay application #21 and final payment for New Downtown Fire Station No. 2 as certified by the Architect and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)			
Background: Change Order No. 4 reconciles and credits contract allowances in the amount \$24,086.14 from the Owner's Contingency Fund, Concrete, Rebar, Structural Steel and CMU allowance reserves. The original contract sum was \$2,999,000.00 The net change by previously authorized Change Orders \$200,704.36 The Contract Sum prior to this Change Order was 3,199,704.36 The Contract Sum will be decreased by this change order in the amount of \$24,086.14 The new Contract Sum including this Change Order will be 3,175,618.22 The Contract Time will be unchanged by Zero (0) days. The new date of Substantial Completion will be September 21, 2023. Pay Application No. 21 in amount of \$138,053.72, as submitted by the contractor and certified by the architect, has been submitted as the final request for payment less retainage in the amount of \$158,780.91.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 24 0229 From CBearden WFS - CO #004 Dated 2292024, Weslaco Fire Station - Pay Application 021_ERO			

Responsibilities upon Approval:

Approve as recommended by staff.

**AIA®****Document G701® – 2017****Change Order**

PROJECT: *(Name and address)*
 19087 Weslaco PSB Fire Station No. 2
 711 E. Railroad
 Weslaco, Texas 78596

CONTRACT INFORMATION:
 Contract For: General Construction

CHANGE ORDER INFORMATION:
 Change Order Number: 004

Date: September 29, 2021

Date: February 28, 2024

OWNER: *(Name and address)*
 City of Weslaco
 255 S. Kansas Ave.
 Weslaco, Texas 78596

ARCHITECT: *(Name and address)*
 ERO Architects
 P.O. Box 720428
 McAllen, Texas 78504

CONTRACTOR: *(Name and address)*
 Tri-Gen Construction, LLC
 2900 N. Texas Blvd., Ste. 201
 Weslaco, Texas 78599

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Change Order 004 is issued to credit allowances back to the City of Weslaco as follows:

Owner's Contingency	\$ 9,036.14
Concrete Allowance	\$ 1,050.00
Rebar Allowance	\$ 1,500.00
Structural Steel Allowance	\$10,000.00
CMU Allowance	\$ 2,500.00

Total: (\$24,086.14)

The original Contract Sum was	\$ 2,999,000.00
The net change by previously authorized Change Orders	\$ 200,704.36
The Contract Sum prior to this Change Order was	\$ 3,199,704.36
The Contract Sum will be decreased by this Change Order in the amount of	\$ 24,086.14
The new Contract Sum including this Change Order will be	\$ 3,175,618.22

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be September 21, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ERO Architects
ARCHITECT *(Firm name)*

Tri-Gen Construction, LLC
CONTRACTOR *(Firm name)*

City of Weslaco
OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Juan Cantu, AIA
PRINTED NAME AND TITLE

Jorge Gonzalez
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

February 28, 2024
DATE

2/29/24
DATE

DATE

CPR NO.	AEA	DESCRIPTION	Owner's Contingency	Concrete Allowance	Rebar Allowance	Structural Steel Allowance	CMU Allowance	DATE EXECUTED
		Original Allowance Amounts	\$80,000.00	\$1,050.00	\$1,500.00	\$10,000.00	\$2,500.00	
1	AEA 001	Credit for the reduction of the 4" fire line supply per the fire marshal.	(\$1,653.75)					4/26/2023
2	AEA 001	Contract deduct for permit fees in the SOV	(\$525.00)					4/26/2023
3R2	AEA 001	Additional Door Revised Proposal	\$7,820.00					4/26/2023
4	AEA 001	Primary Electrical Service - Credit for 118' of conduit, trenching equipment and labor.	(\$1,495.00)					4/26/2023
5R2	AEA 001	Change from HD Asphalt to Concrete on the Bay side wehere large trucks go over.	\$54,322.13					4/26/2023
6	AEA 001	Credit for 47" at RR Street	(\$719.00)					4/26/2023
7	AEA 002	Millwork Addition	\$1,150.00					6/25/2023
8	AEA 002	AEP Charges	\$1,205.00					6/25/2023
9	AEA 002	Electrical Change Cost	\$3,270.00					6/25/2023
11R	AEA 002	PR 004 AEP Conduit	\$5,993.50					6/25/2023
12	AEA 003	Credit for water lines not crossing Sinclait/Railroad St.	-\$644.00					9/22/2022
13	AEA 003	Credit CO for RFI 53	-\$373.60					9/22/2022
14	AEA 003	Electrical from RFI #49	\$763.58					9/22/2022
15	AEA 003	Apparatus Bay - Transformer Mount and New Disconnect	\$1,850.00					9/22/2022
	CO 004	Credit Allowances to City of Weslaco	\$9,036.14	\$1,050.00	\$1,500.00	\$10,000.00	\$2,500.00	
TOTALS		Allowance Balances To Date	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Application and Certificate for Payment

TO OWNER:	City of Weslaco 255 S. Kansas Ave. Weslaco, Texas 78596	PROJECT:	City of Weslaco - Fire Station No. 2 711 E. Railroad	APPLICATION NO: 021	Distribution to:
FROM	Tri-Gen Construction, L.L.C.	VIA	ERO Architects	PERIOD TO: February 16, 2024	OWNER: ☒
CONTRACTOR:	2900 N Texas Blvd Ste 201 Weslaco, TX 78599	ARCHITECT:	300 S. 8th Street McAllen, Texas 78501	CONTRACT FOR: General Construction	ARCHITECT: ☒
				CONTRACT DATE: October 08, 2021	CONTRACTOR: ☒
				PROJECT NOS: Ero Architects / Tri-gen Construction LLC / City of Weslaco	FIELD: ☐
					OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$2,999,000.00
2. NET CHANGE BY CHANGE ORDERS	\$176,618.22
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$3,175,618.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$3,175,618.22
5. RETAINAGE:	
a. <u>5.00</u> % of Completed Work (Column D + E on G703)	\$158,780.91
b. <u>5.00</u> % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$158,780.91
6. TOTAL EARNED LESS RETAINAGE	\$3,016,837.31
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$2,878,783.59
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$138,053.72
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$158,780.91

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$200,704.36	\$0.00
Total approved this Month	\$0.00	\$24,086.14
TOTALS	\$200,704.36	\$24,086.14
NET CHANGES by Change Order		\$176,618.22

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____

State of: Texas

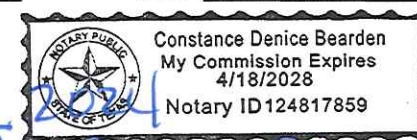
County of: Hidalgo

Subscribed and sworn to before me this 29 day of February, 2024

Notary Public: Constance D Bearden

My Commission expires: April 18, 2024

Date: February 29, 2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$138,053.72

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: ERO Architects

By: _____

Date: 03/01/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 021
APPLICATION DATE: February 16, 2024
PERIOD TO: February 16, 2024
ARCHITECT'S PROJECT NO: Ero Architects

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Division 1 - General Conditions	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2	Project Management	27,500.00	27,500.00	0.00	0.00	27,500.00	100.00%	0.00	1,375.00
3	Supervision	35,000.00	34,850.00	150.00	0.00	35,000.00	100.00%	0.00	1,750.00
4	Insurance	10,250.00	10,250.00	0.00	0.00	10,250.00	100.00%	0.00	512.50
5	GC Equipment rentals	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	750.00
6	Dumpster fees	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00%	0.00	425.00
7	Power Consumption/Generators	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00%	0.00	75.00
8	Copies, submittals and closeouts	5,110.00	4,925.00	185.00	0.00	5,110.00	100.00%	0.00	255.50
9	Temp Toilets	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00%	0.00	120.00
10	Project Sign	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00%	0.00	62.50
11	Prepour surveys	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	100.00
12	PP Bonds	45,066.00	45,066.00	0.00	0.00	45,066.00	100.00%	0.00	2,253.30
13	SWPPP	875.00	875.00	0.00	0.00	875.00	100.00%	0.00	43.75
14	Construction Entrance	2,150.00	2,150.00	0.00	0.00	2,150.00	100.00%	0.00	107.50
15	Silt Fence	1,845.00	1,845.00	0.00	0.00	1,845.00	100.00%	0.00	92.25
16	General Contractor - Admin Fee	60,802.00	60,701.00	101.00	0.00	60,802.00	100.00%	0.00	3,040.10
17	General Contractor Profit	196,026.00	194,026.00	2,000.00	0.00	196,026.00	100.00%	0.00	9,801.30
18	General Contractor Overhead	73,308.70	73,121.36	187.34	0.00	73,308.70	100.00%	0.00	3,665.44
19	Division 3 - Concrete	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
20	Concrete Labor	38,479.66	38,479.66	0.00	0.00	38,479.66	100.00%	0.00	1,923.98

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User Notes:

(3B9ADAAAF)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
21	Rebar and Accessories	39,172.76	39,172.76	0.00	0.00	39,172.76	100.00%	0.00	1,958.64
22	Concrete Material	36,458.33	36,458.33	0.00	0.00	36,458.33	100.00%	0.00	1,822.92
23	Concrete Pump	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00%	0.00	180.00
24	Pest Control	1,980.00	1,980.00	0.00	0.00	1,980.00	100.00%	0.00	99.00
25	Division 4 - Masonry and Brick	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
26	Mobilization	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	150.00
27	Materials at Dumpster	645.00	645.00	0.00	0.00	645.00	100.00%	0.00	32.25
28	Labor at Dumpster	1,355.00	1,355.00	0.00	0.00	1,355.00	100.00%	0.00	67.75
29	8" Deco Block at Bldg-material	16,600.00	16,600.00	0.00	0.00	16,600.00	100.00%	0.00	830.00
30	8" Deco Block at Bldg-Labor	29,738.00	29,738.00	0.00	0.00	29,738.00	100.00%	0.00	1,486.90
31	sand and cement	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	350.00
32	Trusswire	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00%	0.00	60.00
33	Brick Material	3,200.00	3,200.00	0.00	0.00	3,200.00	100.00%	0.00	160.00
34	Brick Labor	8,600.00	8,600.00	0.00	0.00	8,600.00	100.00%	0.00	430.00
35	Stucco Material	10,433.00	10,433.00	0.00	0.00	10,433.00	100.00%	0.00	521.65
36	Stucco Labor	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	450.00
37	Masonry Rebar	7,890.00	7,890.00	0.00	0.00	7,890.00	100.00%	0.00	394.50
38	Masonry Block Fill - concrete	4,100.00	4,100.00	0.00	0.00	4,100.00	100.00%	0.00	205.00
39	Division 5 - Metals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
40	Structural Steel Materials	46,258.08	46,258.08	0.00	0.00	46,258.08	100.00%	0.00	2,312.90
41	Structural Steel Labor	8,247.00	8,247.00	0.00	0.00	8,247.00	100.00%	0.00	412.35
42	Structural Steel Rental Equipment	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00%	0.00	105.00
43	Divison 6 - Wood, Plastics and Components	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
44	Rough Carpentry Materials	30,519.36	30,519.36	0.00	0.00	30,519.36	100.00%	0.00	1,525.97

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
45	Rough Carpentry Labor	19,250.00	19,250.00	0.00	0.00	19,250.00	100.00%	0.00	962.50
46	Roof Sheathing Material	6,694.57	6,694.57	0.00	0.00	6,694.57	100.00%	0.00	334.73
47	Roof Sheathing Labor	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00%	0.00	525.00
48	Fabricated Truss Materials	16,225.00	16,225.00	0.00	0.00	16,225.00	100.00%	0.00	811.25
49	Architectural Cabinets Material	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00%	0.00	850.00
50	Architectural Cabinets Labor	6,480.00	6,480.00	0.00	0.00	6,480.00	100.00%	0.00	324.00
51	Division 7 - Thermal and Moisture Protection	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
52	Dampproofing M/L	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
53	Thermal Insulations material	4,103.30	4,103.30	0.00	0.00	4,103.30	100.00%	0.00	205.17
54	Thermal Insulations Labor	2,756.00	2,756.00	0.00	0.00	2,756.00	100.00%	0.00	137.80
55	Fluid Allpied Membrane M/L	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00%	0.00	120.00
56	TMP Cover Barrier Material	1,020.00	1,020.00	0.00	0.00	1,020.00	100.00%	0.00	51.00
57	RMAX Insulation	8,700.00	8,700.00	0.00	0.00	8,700.00	100.00%	0.00	435.00
58	BEM Sealent	792.00	792.00	0.00	0.00	792.00	100.00%	0.00	39.60
59	Labor TMP, Remax, BEM	6,307.00	6,307.00	0.00	0.00	6,307.00	100.00%	0.00	315.35
60	Base Flash Material	594.00	594.00	0.00	0.00	594.00	100.00%	0.00	29.70
61	Meadows Primer VOC	215.00	215.00	0.00	0.00	215.00	100.00%	0.00	10.75
62	Term Bars	790.00	790.00	0.00	0.00	790.00	100.00%	0.00	39.50
63	Labor Base flash, Primer and Term Bar	1,300.00	1,300.00	0.00	0.00	1,300.00	100.00%	0.00	65.00
64	Window door seal Material	850.00	850.00	0.00	0.00	850.00	100.00%	0.00	42.50
65	Window door seal Labor	600.00	600.00	0.00	0.00	600.00	100.00%	0.00	30.00

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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G÷C)		
66	Sheet metal M/L	1,900.00	1,900.00	0.00	0.00	1,900.00	100.00%	0.00	95.00
67	Flex Flash M/L	863.00	863.00	0.00	0.00	863.00	100.00%	0.00	43.15
68	Joint Firestopping M/L	1,195.00	1,195.00	0.00	0.00	1,195.00	100.00%	0.00	59.75
69	Interior Exp Joint Assembly M/L	2,718.00	2,718.00	0.00	0.00	2,718.00	100.00%	0.00	135.90
70	Division 8 - Openings	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
71	Hollow Metal Doors and Frames Material	14,195.00	14,195.00	0.00	0.00	14,195.00	100.00%	0.00	709.75
72	Hollow Metal Doors and frames labor	1,350.00	1,350.00	0.00	0.00	1,350.00	100.00%	0.00	67.50
73	Flush Wood Doors Material	9,650.00	9,650.00	0.00	0.00	9,650.00	100.00%	0.00	482.50
74	Wood Door Labor	1,350.00	1,350.00	0.00	0.00	1,350.00	100.00%	0.00	67.50
75	Sectional Doors Material	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00%	0.00	2,000.00
76	Sectional Doors Install	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	900.00
77	Sectional Doors Motors	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00%	0.00	700.00
78	Sectional Doors Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	50.00
79	Alum Entrances and Frames Material	6,910.00	6,910.00	0.00	0.00	6,910.00	100.00%	0.00	345.50
80	Exterior Alum Frames	3,607.00	3,607.00	0.00	0.00	3,607.00	100.00%	0.00	180.35
81	Interior Alum Frame Material	281.00	281.00	0.00	0.00	281.00	100.00%	0.00	14.05
82	Exterior Glass Material	2,818.00	2,818.00	0.00	0.00	2,818.00	100.00%	0.00	140.90
83	Interior Glass Material	292.00	292.00	0.00	0.00	292.00	100.00%	0.00	14.60
84	Fire Rated Glass Material	762.00	762.00	0.00	0.00	762.00	100.00%	0.00	38.10
85	Exterior Labor	6,550.00	6,550.00	0.00	0.00	6,550.00	100.00%	0.00	327.50
86	Interior Labor	865.00	865.00	0.00	0.00	865.00	100.00%	0.00	43.25
87	Door hardware material	18,415.00	18,415.00	0.00	0.00	18,415.00	100.00%	0.00	920.75
88	Door hardware labor install	1,350.00	1,350.00	0.00	0.00	1,350.00	100.00%	0.00	67.50

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
89	Division 9 - Finishes	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
90	Gypsum Board Material	5,434.42	5,434.42	0.00	0.00	5,434.42	100.00%	0.00	271.72
91	Gypsum Board labor	3,625.00	3,625.00	0.00	0.00	3,625.00	100.00%	0.00	181.25
92	Plaster Ceilings	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00%	0.00	170.00
93	Ceramic Tiling Material	23,162.00	23,162.00	0.00	0.00	23,162.00	100.00%	0.00	1,158.10
94	Ceramic Tiling Labor	11,865.00	11,865.00	0.00	0.00	11,865.00	100.00%	0.00	593.25
95	Acoustic Ceiling Panels Material	11,475.00	11,475.00	0.00	0.00	11,475.00	100.00%	0.00	573.75
96	Ceiling Grid Labor	2,295.00	2,295.00	0.00	0.00	2,295.00	100.00%	0.00	114.75
97	Ceiling Tile labor	2,295.00	2,295.00	0.00	0.00	2,295.00	100.00%	0.00	114.75
98	Resilient Base Material	1,808.00	1,808.00	0.00	0.00	1,808.00	100.00%	0.00	90.40
99	Resilient base labor	845.00	845.00	0.00	0.00	845.00	100.00%	0.00	42.25
100	Resilient Tile Flooring Material	3,070.00	3,070.00	0.00	0.00	3,070.00	100.00%	0.00	153.50
101	Resilient Tile Flooring labor	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00%	0.00	120.00
102	Static Control Resilient Flooring	800.00	800.00	0.00	0.00	800.00	100.00%	0.00	40.00
103	Paint - Interior walls and Ceilings T, F&T	12,203.53	12,203.53	0.00	0.00	12,203.53	100.00%	0.00	610.18
104	Paint-Int Walls and Ceilings Prime	12,203.53	12,203.53	0.00	0.00	12,203.53	100.00%	0.00	610.18
105	Paint- Interior walls and ceilings - 1st Coat	12,203.53	12,203.53	0.00	0.00	12,203.53	100.00%	0.00	610.18
106	Paint-Interior walls and ceilings - 2nd coat Final	12,203.53	12,203.53	0.00	0.00	12,203.53	100.00%	0.00	610.18
107	Painting interior steel 1st coat	10,352.56	10,352.56	0.00	0.00	10,352.56	100.00%	0.00	517.63
108	Painting interior steel 2nd coat	8,282.05	8,282.05	0.00	0.00	8,282.05	100.00%	0.00	414.10
109	Steel Touch ups	2,070.51	2,070.51	0.00	0.00	2,070.51	100.00%	0.00	103.53
110	Doors/Frames 1st coat	1,121.79	1,121.79	0.00	0.00	1,121.79	100.00%	0.00	56.09
111	Doors/Frames 2nd coat	899.44	899.44	0.00	0.00	899.44	100.00%	0.00	44.97

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
112	Doors/Frames Touch ups	224.36	224.36	0.00	0.00	224.36	100.00%	0.00	11.22
113	Concrete Floor Sealer	9,743.59	9,743.59	0.00	0.00	9,743.59	100.00%	0.00	487.18
114	CMU and exterior Painting	7,371.79	7,371.79	0.00	0.00	7,371.79	100.00%	0.00	368.59
115	Firecaulking	1,121.79	1,121.79	0.00	0.00	1,121.79	100.00%	0.00	56.09
116	Division 10 - Specialties	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
117	Plaques	2,750.00	2,750.00	0.00	0.00	2,750.00	100.00%	0.00	137.50
118	Dimensional Lettering	6,750.00	6,750.00	0.00	0.00	6,750.00	100.00%	0.00	337.50
119	Interior Signage	1,850.00	1,850.00	0.00	0.00	1,850.00	100.00%	0.00	92.50
120	Phenolic Core Toilet Compartments	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00%	0.00	175.00
121	Wall and Door Protection	998.00	998.00	0.00	0.00	998.00	100.00%	0.00	49.90
122	Toilet, Bath and Laundry Accessories	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00%	0.00	225.00
123	Fire Extinguisher Cabinets	1,300.00	1,300.00	0.00	0.00	1,300.00	100.00%	0.00	65.00
124	Fire Extinguishers	800.00	800.00	0.00	0.00	800.00	100.00%	0.00	40.00
125	Flag Pole	4,300.00	4,300.00	0.00	0.00	4,300.00	100.00%	0.00	215.00
126	Division 11 - Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
127	Video Display Mounts - Material	616.00	616.00	0.00	0.00	616.00	100.00%	0.00	30.80
128	Video Display Mounts - Install labor	216.00	216.00	0.00	0.00	216.00	100.00%	0.00	10.80
129	Division 12 - Furnishings	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
130	Horizontal Louver Blinds Material	1,783.60	1,783.60	0.00	0.00	1,783.60	100.00%	0.00	89.18
131	Horizontal Louver Blinds - Install Labor	486.40	486.40	0.00	0.00	486.40	100.00%	0.00	24.32
132	PLASTIC-LAMINATE-CLAD	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00%	0.00	110.00

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	COUNTERTOPS (M/L)								
133	QUARTZ AGGLOMERATE COUNTERTOPS (M/L)	6,800.00	6,800.00	0.00	0.00	6,800.00	100.00%	0.00	340.00
134	Division 13 - Metal Building Systems	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
135	Metal Building Steel - Material	142,132.40	142,132.40	0.00	0.00	142,132.40	100.00%	0.00	7,106.62
136	Metal Building Steel - Labor	22,977.29	22,977.29	0.00	0.00	22,977.29	100.00%	0.00	1,148.86
137	Metal Building Roof Panels - Material	70,119.45	70,119.45	0.00	0.00	70,119.45	100.00%	0.00	3,505.97
138	Metal Building Roof Panels - Labor	25,510.78	25,510.78	0.00	0.00	25,510.78	100.00%	0.00	1,275.54
139	Metal Building Wall Panels - Materials	20,637.34	20,637.34	0.00	0.00	20,637.34	100.00%	0.00	1,031.87
140	Metal Building wall panels labor	8,247.01	8,247.01	0.00	0.00	8,247.01	100.00%	0.00	412.35
141	Metal Building roof insulation material	13,782.42	13,782.42	0.00	0.00	13,782.42	100.00%	0.00	689.12
142	Metal Building roof insulation Labor	11,655.79	11,655.79	0.00	0.00	11,655.79	100.00%	0.00	582.79
143	Metal Roof at Admin Material	42,325.90	42,325.90	0.00	0.00	42,325.90	100.00%	0.00	2,116.30
144	Metal roof at admin labor	19,350.80	19,350.80	0.00	0.00	19,350.80	100.00%	0.00	967.54
145	Canopy roofing materials	8,742.93	8,742.93	0.00	0.00	8,742.93	100.00%	0.00	437.15
146	Canopy roofing labor	2,265.18	2,265.18	0.00	0.00	2,265.18	100.00%	0.00	113.26
147	Rental Equipment	15,150.00	15,150.00	0.00	0.00	15,150.00	100.00%	0.00	757.50
148	Division 21 - Fire Supression	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
149	Engineering/Design and	8,850.00	8,850.00	0.00	0.00	8,850.00	100.00%	0.00	442.50

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Permit fees								
150	Above Ground Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	500.00
151	Above Ground Material	29,175.00	29,175.00	0.00	0.00	29,175.00	100.00%	0.00	1,458.75
152	Underground Labor	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	450.00
153	Underground Materials	12,325.00	12,325.00	0.00	0.00	12,325.00	100.00%	0.00	616.25
154	Division 22 - Plumbing	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
155	Mobilization	2,241.00	2,241.00	0.00	0.00	2,241.00	100.00%	0.00	112.05
156	DW Utility Labor	405.00	405.00	0.00	0.00	405.00	100.00%	0.00	20.25
157	DW Utility Materials	891.00	891.00	0.00	0.00	891.00	100.00%	0.00	44.55
158	Below Slab Labor	15,687.00	15,687.00	0.00	0.00	15,687.00	100.00%	0.00	784.35
159	Below Slab - Material	7,870.50	7,870.50	0.00	0.00	7,870.50	100.00%	0.00	393.53
160	Vent Top out Labor	6,115.50	6,115.50	0.00	0.00	6,115.50	100.00%	0.00	305.78
161	Vent top out Material	2,808.00	2,808.00	0.00	0.00	2,808.00	100.00%	0.00	140.40
162	Domestic Water Top out Labor	18,292.50	18,292.50	0.00	0.00	18,292.50	100.00%	0.00	914.63
163	Domestic Water Top Out Materials	21,262.50	21,262.50	0.00	0.00	21,262.50	100.00%	0.00	1,063.13
164	Cond Drain Top Out Labor	2,308.50	2,308.50	0.00	0.00	2,308.50	100.00%	0.00	115.43
165	Cond Drain Top Out Materials	1,417.50	1,417.50	0.00	0.00	1,417.50	100.00%	0.00	70.88
166	Plumbing Fixtures Labor	6,412.50	6,412.50	0.00	0.00	6,412.50	100.00%	0.00	320.63
167	Plumbing Fixtures Materials	41,175.00	41,175.00	0.00	0.00	41,175.00	100.00%	0.00	2,058.75
168	Insulation Labor	3,847.50	3,847.50	0.00	0.00	3,847.50	100.00%	0.00	192.38
169	Insulation Materials	4,266.00	4,266.00	0.00	0.00	4,266.00	100.00%	0.00	213.30
170	Division 23 - HVAC	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
171	Proj Manag/On Site Super	4,097.08	4,097.08	0.00	0.00	4,097.08	100.00%	0.00	204.85
172	Mobilization	4,609.22	4,609.22	0.00	0.00	4,609.22	100.00%	0.00	230.46
173	Submittals	3,072.81	3,072.81	0.00	0.00	3,072.81	100.00%	0.00	153.64

A	B	C	D	E	F	G		H	I
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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
174	Closeouts	2,048.52	2,048.52	0.00	0.00	2,048.52	100.00%	0.00	102.43
175	Permits	1,075.84	1,075.84	0.00	0.00	1,075.84	100.00%	0.00	53.79
176	Equip Rental	4,097.83	4,097.83	0.00	0.00	4,097.83	100.00%	0.00	204.89
177	Ductwork	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
178	Material - Duct Fab	16,388.33	16,388.33	0.00	0.00	16,388.33	100.00%	0.00	819.42
179	Labor - Duct Fab	5,121.35	5,121.35	0.00	0.00	5,121.35	100.00%	0.00	256.07
180	Labor - Duct Install	15,364.06	15,364.06	0.00	0.00	15,364.06	100.00%	0.00	768.20
181	Duct - Misc Material	5,121.34	5,121.34	0.00	0.00	5,121.34	100.00%	0.00	256.07
182	Material - Hangars and Supports	2,048.35	2,048.35	0.00	0.00	2,048.35	100.00%	0.00	102.42
183	Labor - Hangars and Supports	2,048.35	2,048.35	0.00	0.00	2,048.35	100.00%	0.00	102.42
184	Material - Duct Insulation	3,584.95	3,584.95	0.00	0.00	3,584.95	100.00%	0.00	179.25
185	Labor - Duct Insulation	3,584.95	3,584.95	0.00	0.00	3,584.95	100.00%	0.00	179.25
186	Air Devices	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
187	Material - Air Devices	3,661.78	3,661.78	0.00	0.00	3,661.78	100.00%	0.00	183.09
188	Labor - Air Devices	1,024.27	1,024.27	0.00	0.00	1,024.27	100.00%	0.00	51.21
189	Material Fire Dampers, control dampers	3,277.66	3,277.66	0.00	0.00	3,277.66	100.00%	0.00	163.88
190	Labor Fire Dampers control dampers	768.20	768.20	0.00	0.00	768.20	100.00%	0.00	38.41
191	Material - Louvers	1,024.27	1,024.27	0.00	0.00	1,024.27	100.00%	0.00	51.21
192	Labor - Louvers	512.13	512.13	0.00	0.00	512.13	100.00%	0.00	25.61
193	Material - Ceiling Mount and HVLS Fans	21,509.68	21,509.68	0.00	0.00	21,509.68	100.00%	0.00	1,075.48
194	Labor - Ceiling Mount and HVLS Fans	2,560.67	2,560.67	0.00	0.00	2,560.67	100.00%	0.00	128.03
195	Material - Hood	7,799.82	7,799.82	0.00	0.00	7,799.82	100.00%	0.00	389.99
196	Labor - Hood	1,280.34	1,280.34	0.00	0.00	1,280.34	100.00%	0.00	64.02
197	Material - Air Vac Fans	54,508.62	54,508.62	0.00	0.00	54,508.62	100.00%	0.00	2,725.43
198	Labor - Air Vac Fans	4,097.08	4,097.08	0.00	0.00	4,097.08	100.00%	0.00	204.85

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
199	Material - Unit Heaters	4,173.90	4,173.90	0.00	0.00	4,173.90	100.00%	0.00	208.70
200	Labor - Unit Heaters	768.20	768.20	0.00	0.00	768.20	100.00%	0.00	38.41
201	Piping and Piping Insulation	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
202	Material - Refrig/Condensation Lines	3,072.18	3,072.18	0.00	0.00	3,072.18	100.00%	0.00	153.61
203	Labor - Refrig/Condensation Lines	3,072.18	3,072.18	0.00	0.00	3,072.18	100.00%	0.00	153.61
204	Material - Pipe Insulation	2,560.77	2,560.77	0.00	0.00	2,560.77	100.00%	0.00	128.04
205	Labor - Pipe Insulation	2,560.77	2,560.77	0.00	0.00	2,560.77	100.00%	0.00	128.04
206	Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
207	Material - Equipment - AHU, CU	27,425.87	27,425.87	0.00	0.00	27,425.87	100.00%	0.00	1,371.29
208	Labor - Equipment - AHU CU	6,751.99	6,751.99	0.00	0.00	6,751.99	100.00%	0.00	337.60
209	Labor Startup and Supervision	2,560.67	2,560.67	0.00	0.00	2,560.67	100.00%	0.00	128.03
210	Testing	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
211	Test and Balance	2,765.50	2,765.50	0.00	0.00	2,765.50	100.00%	0.00	138.28
212	Division 26-Electrical	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
213	Materials - Gear (with cord reels)	70,717.46	70,717.46	0.00	0.00	70,717.46	100.00%	0.00	3,535.87
214	Materials - Light Fixture Package	92,747.34	92,747.34	0.00	0.00	92,747.34	100.00%	0.00	4,637.37
215	Materials - conduit, couplings, elbows, wire boxes, etc.	43,602.45	43,602.45	0.00	0.00	43,602.45	100.00%	0.00	2,180.12
216	Site Plan underground piping and exterior piping Labor	15,063.66	15,063.66	0.00	0.00	15,063.66	100.00%	0.00	753.18

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
217	Site Plan wiring sign, exterior fixtures and gates wiring and final install labor	17,553.52	17,553.52	0.00	0.00	17,553.52	100.00%	0.00	877.68
218	Wiring and installing from transformer to main disconnect and MDP panels -labor	19,918.89	19,918.89	0.00	0.00	19,918.89	100.00%	0.00	995.94
219	Reseptacle, data and light fixture piping labor	42,327.65	42,327.65	0.00	0.00	42,327.65	100.00%	0.00	2,116.38
220	Mechanical equipment piping labor	11,683.68	11,683.68	0.00	0.00	11,683.68	100.00%	0.00	584.18
221	Wiring reseptacles and light fixture labor	24,276.15	24,276.15	0.00	0.00	24,276.15	100.00%	0.00	1,213.81
222	Final installation/termination of light fixtures, sensors, switches and recseptacles labor	16,159.20	16,159.20	0.00	0.00	16,159.20	100.00%	0.00	807.96
223	Wiring and Fibnal installation/termination of mechanical equipment labor.	10,950.00	10,950.00	0.00	0.00	10,950.00	100.00%	0.00	547.50
224	Division 28 - Fire Alarm System	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
225	Design and Submittals	3,906.00	3,906.00	0.00	0.00	3,906.00	100.00%	0.00	195.30
226	Materials (Cable and Wire)	5,589.00	5,589.00	0.00	0.00	5,589.00	100.00%	0.00	279.45
227	Materials (Finish Out)	13,557.00	13,557.00	0.00	0.00	13,557.00	100.00%	0.00	677.85
228	Installation (Wire and Cable)	6,617.00	6,617.00	0.00	0.00	6,617.00	100.00%	0.00	330.85
229	Installation (Finishout)	2,839.00	2,839.00	0.00	0.00	2,839.00	100.00%	0.00	141.95
230	Testing	1,342.00	1,342.00	0.00	0.00	1,342.00	100.00%	0.00	67.10

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			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
231	Division 31 - Site and Civil	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
232	Excavation, backfilling and compaction for structure with detentions	83,000.00	83,000.00	0.00	0.00	83,000.00	100.00%	0.00	4,150.00
233	Divison 32 - Exterior Improvements	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
234	Subgrade/aggregate for Paving	33,000.00	33,000.00	0.00	0.00	33,000.00	100.00%	0.00	1,650.00
235	Asphalt Paving	68,675.00	68,675.00	0.00	0.00	68,675.00	100.00%	0.00	3,433.75
236	Parking Lot Signage	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00%	0.00	62.50
237	ADA Sidewalk Ramps	6,175.00	6,175.00	0.00	0.00	6,175.00	100.00%	0.00	308.75
238	Striping	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	125.00
239	Aprons	16,500.00	16,500.00	0.00	0.00	16,500.00	100.00%	0.00	825.00
240	Wheel Stops	840.00	840.00	0.00	0.00	840.00	100.00%	0.00	42.00
241	Mini Pads	840.00	840.00	0.00	0.00	840.00	100.00%	0.00	42.00
242	Sawcutting	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00%	0.00	175.00
243	Curb and Sidewalks	45,250.00	45,250.00	0.00	0.00	45,250.00	100.00%	0.00	2,262.50
244	Chainlink Fence and Gates Material	26,000.00	26,000.00	0.00	0.00	26,000.00	100.00%	0.00	1,300.00
245	Chainlink Fence and gates Labor	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00%	0.00	700.00
246	Gate Motor - Material	9,840.00	9,840.00	0.00	0.00	9,840.00	100.00%	0.00	492.00
247	Gate Motor Labor	6,560.00	6,560.00	0.00	0.00	6,560.00	100.00%	0.00	328.00
248	Landscaping Materials	30,600.00	30,600.00	0.00	0.00	30,600.00	100.00%	0.00	1,530.00
249	Landscaping Labor	14,400.00	14,400.00	0.00	0.00	14,400.00	100.00%	0.00	720.00
250	Irrigation Materials	16,116.00	16,116.00	0.00	0.00	16,116.00	100.00%	0.00	805.80
251	Irrigation Labor	7,584.00	7,584.00	0.00	0.00	7,584.00	100.00%	0.00	379.20
252	Sleeving	1,300.00	1,300.00	0.00	0.00	1,300.00	100.00%	0.00	65.00
253	Divison 33 - Utilities	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
254	Sanitary Sewer	5,700.00	5,700.00	0.00	0.00	5,700.00	100.00%	0.00	285.00
255	Storm Sewer	7,340.00	7,340.00	0.00	0.00	7,340.00	100.00%	0.00	367.00

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256	Water Distribution	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00%	0.00	105.00
257	Meters and Taps	4,100.00	4,100.00	0.00	0.00	4,100.00	100.00%	0.00	205.00
258	Back Flo Preventor	2,750.00	2,750.00	0.00	0.00	2,750.00	100.00%	0.00	137.50
259	Hydrants and Supplies	3,800.00	3,800.00	0.00	0.00	3,800.00	100.00%	0.00	190.00
260	Allowance Owner	80,000.00	70,963.86	9,036.14	0.00	80,000.00	100.00%	0.00	4,000.00
261	Allowance Concrete	1,050.00	0.00	1,050.00	0.00	1,050.00	100.00%	0.00	52.50
262	Allowance Rebar	1,500.00	0.00	1,500.00	0.00	1,500.00	100.00%	0.00	75.00
263	Allowance Struct Steel	10,000.00	0.00	10,000.00	0.00	10,000.00	100.00%	0.00	500.00
264	Allowance CMU	2,500.00	0.00	2,500.00	0.00	2,500.00	100.00%	0.00	125.00
265	Credit for Primary conduit changes - 1495.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
266	TFG - Deduct Permit Fees -525.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
267	TFG - Deduct 4" line change -1653.75	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
268	Credit for 47' at RR - 719.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
269	Add'd Door Request 7820.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
270	Change from HD Asphalt to Concrete 54,322.13 (Bal to use 2161.00)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
271	#007 Mwork 1150	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
272	#008 Mhunt Reimb 1205	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
273	#009 Elect Change 3270.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
274	#011R AEP Conduit 5993.50	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
275	CO#001 - Generator Package	200,704.36	58,008.00	142,696.36	0.00	200,704.36	100.00%	0.00	10,035.15

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276	DEDUCT for Water line not crossing Sinclair - 644.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
277	Deduct For RFI #53 - 373.60	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
278	Electrical for RFI #49 +763.58	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
279	App Bay - Mount and Disconnect +1850.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
280	CO#004 to release Contingency to Owner (Ded 24,086.14)	-24,086.14	0.00	-24,086.14	0.00	-24,086.14	100.00%	0.00	-1,204.31
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$3,175,618.22	\$3,030,298.52	\$145,319.70	\$0.00	\$3,175,618.22	100.00%	\$0.00	\$158,780.91



Standardized Agenda Request Form

Date of Meeting: March 19, 2024		Agenda Item No. (to be assigned by CSO): 2024-344	
From:			
Subject: Discussion and consideration of the Swimming pool project report and seek authorization to proceed with schematic design, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: Sam Garcia, the architect for the Municipal Swimming Pool project has completed the three pre-design services portion of his contract required prior to authorization to proceed to the Schematic Design phase of the contract. These services included a Project Site Analysis to determine best fit for the swimming pool on the selected site of the former public works yard, parking, traffic circulation, on-and-off site utility and related utilization studies; Pre-design programming services to develop a conceptual plan within the authorized construction budget for a suitable municipal swimming pool; and, an Operations & Management budget plan analyzing estimated annual costs to operated and maintain the proposed facility. Authorization is required for the architect to proceed to the Schematic Design Phase of the project. The Commission may take the following actions: 1. Authorize the Architect to proceed to Schematic Design with the program as presented. 2. Authorize the Architect to modify the program and proceed to Schematic Design. 3. Suspend the project.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA OMAR RODRIGUEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			

Staff recommends suspending the project.

Attachments, if any:

Weslaco Aquatic Center Expense Analysis Presentation 11.14.23, Fully executed contract - Sam Garcia Architect LLC -re new municipal swimming pool

Responsibilities upon Approval:



Counsilman • Hunsaker
AQUATICS FOR LIFE



Weslaco Aquatic Center Site and Expense Analysis

November 2023

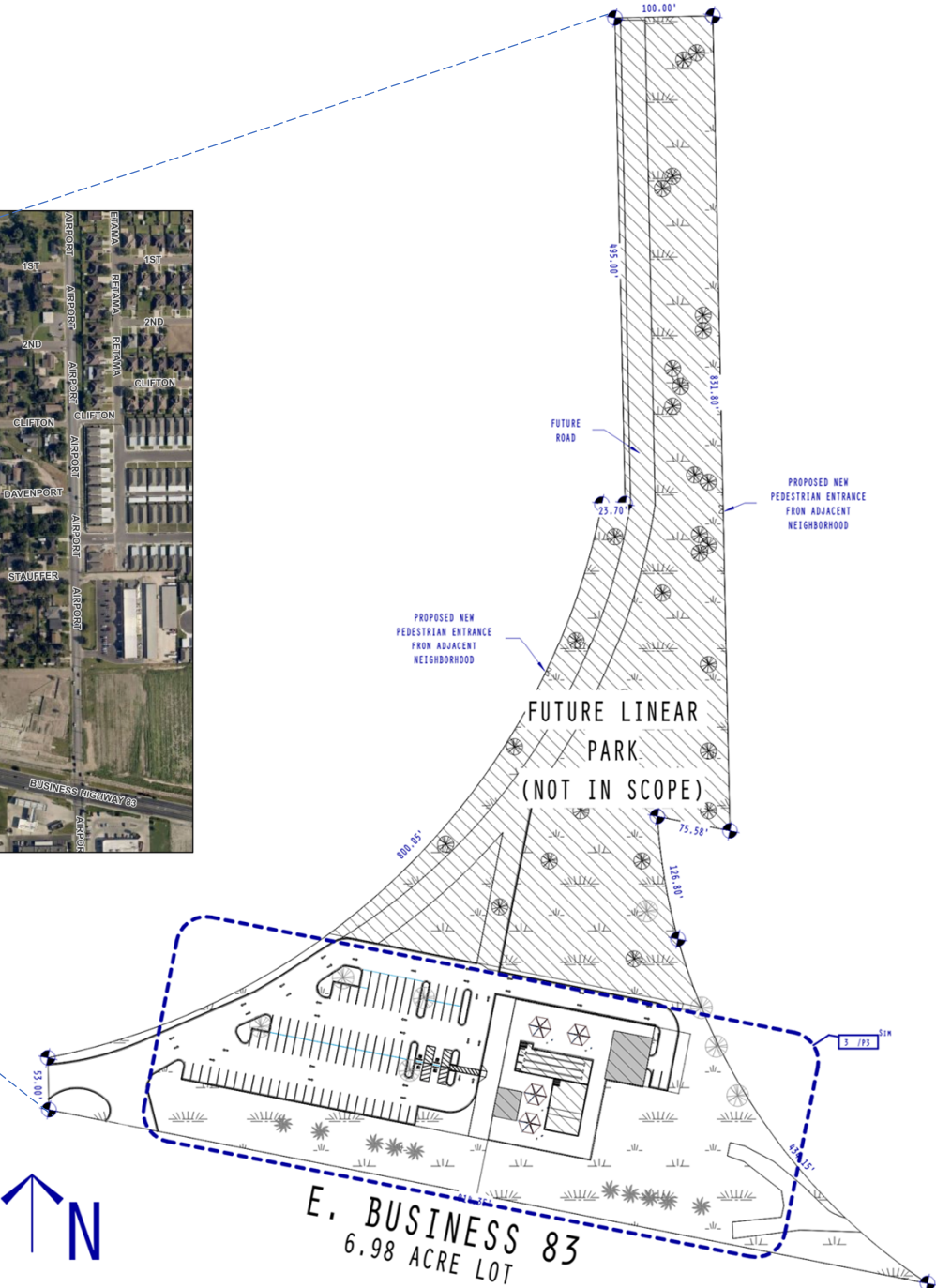


SAM GARCIA ARCHITECT

Site Plan - Overall

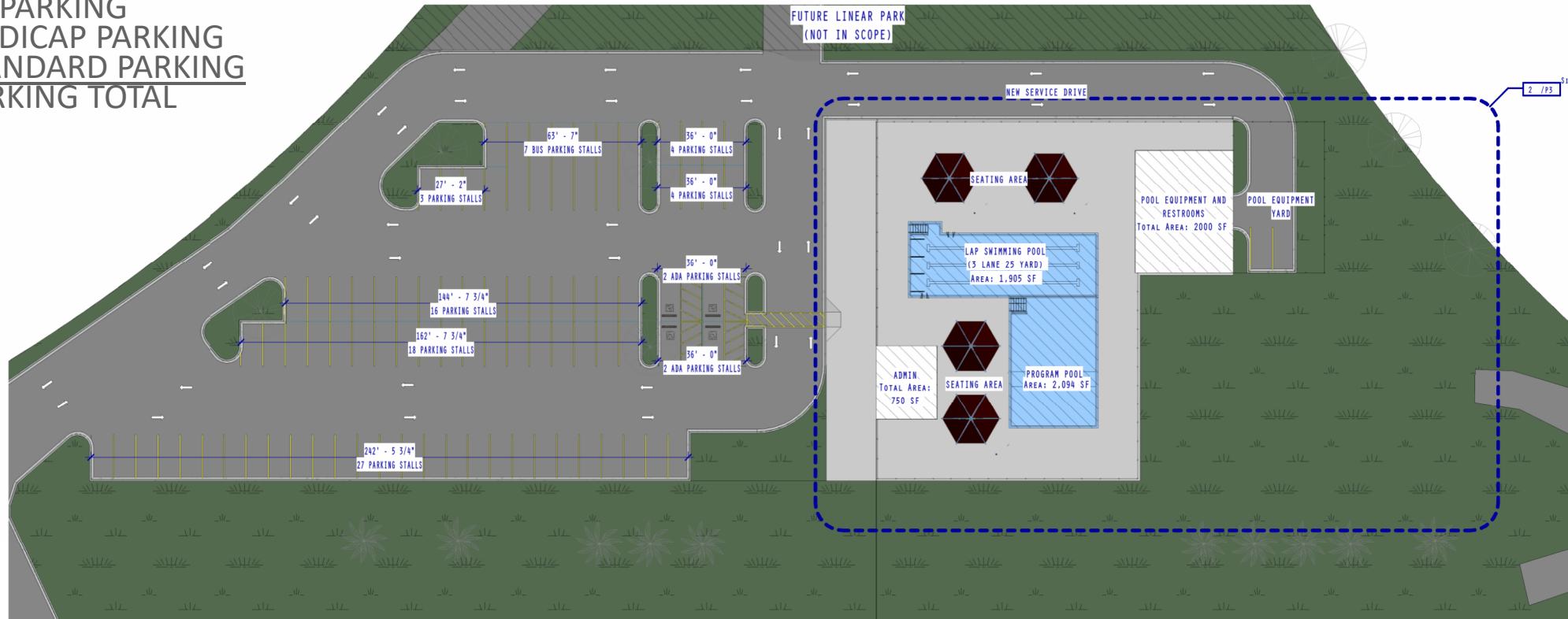


LOCATION:
NORTH EAST CORNER OF BUSSINESS 83
AND BRIDGE AVE.



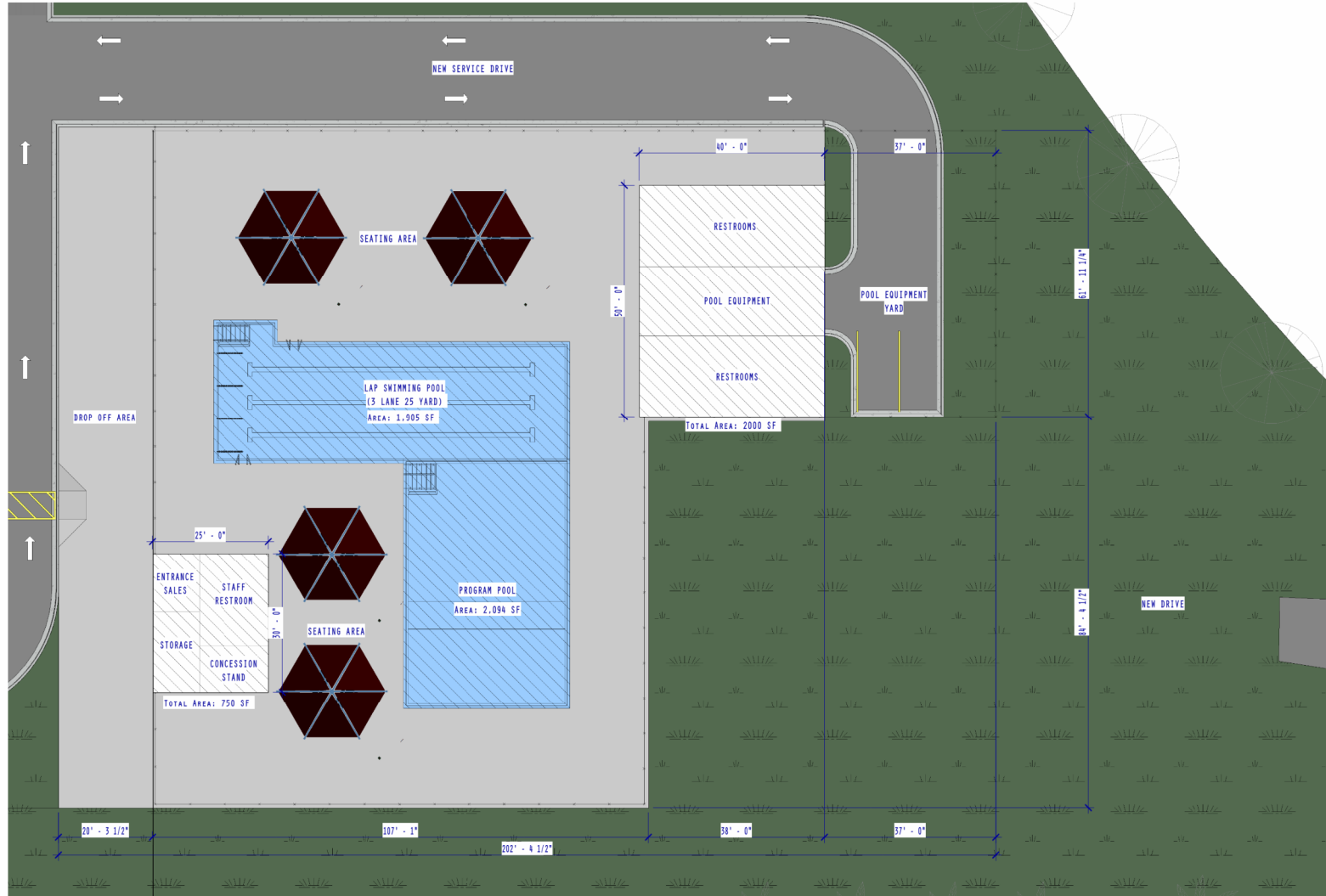
Site Plan

7 BUS PARKING
4 HANDICAP PARKING
73 STANDARD PARKING
84 PARKING TOTAL

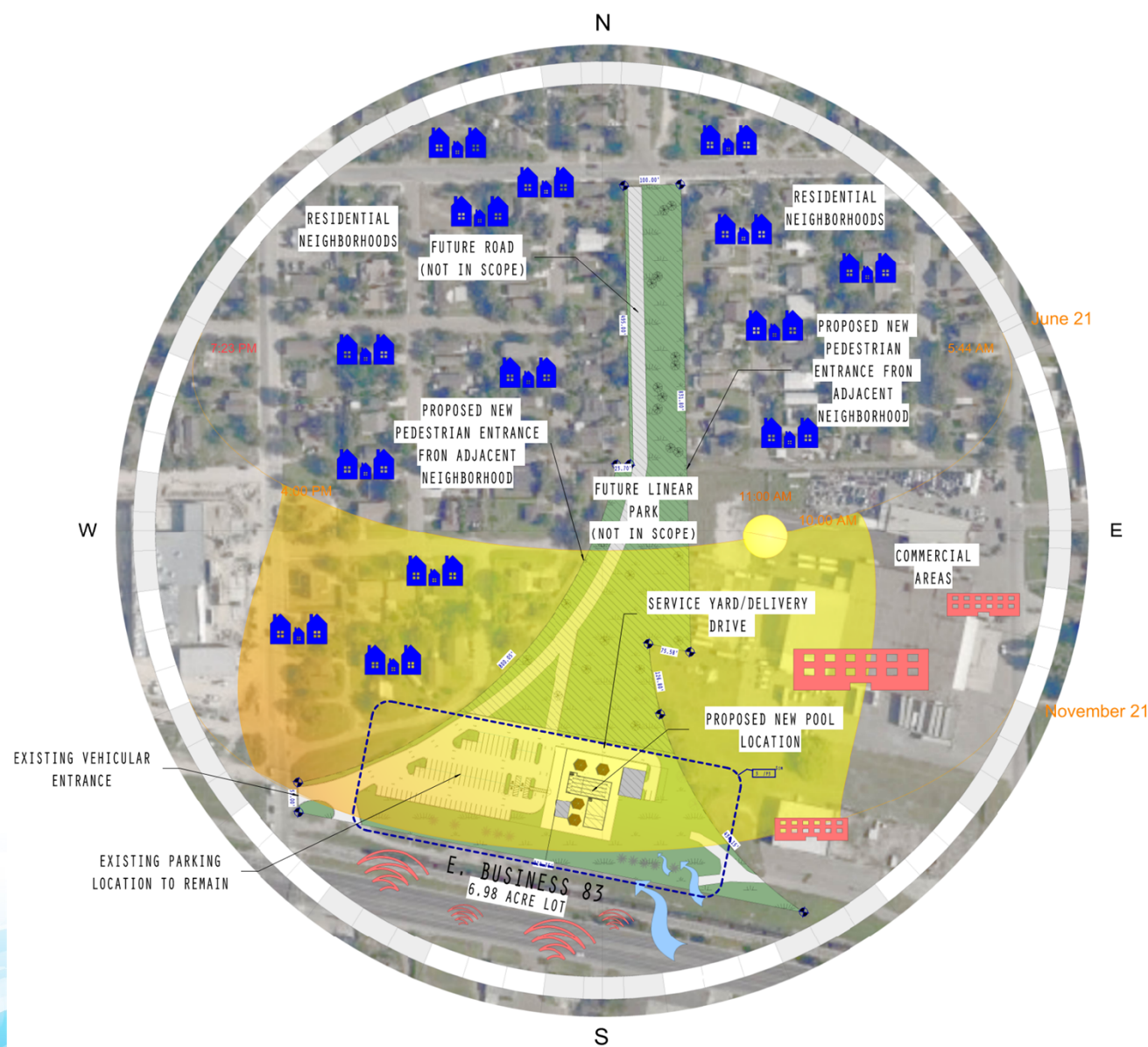


Site Plan - Enlarged

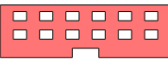
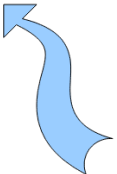
BUILDING AREA TABLE	
AREA NAME	USABLE AREA
AREAS	
CONCRETE COVERAGE	14,181 SF
ASPHALT COVERAGE	44,092 SF
ADMINISTRATION	750 SF
RESTROOMS & POOL STORAGE	2,000 SF
POOL EQUIPMENT YARD	1,672 SF
	62,695 SF
POOL	
LAP POOL	1,905 SF
PROGRAM POOL	2,094 SF
	3,999 SF
GRAND TOTAL	66,694 SF



Site Plan Analysis



LEGEND

-  = RESIDENTIAL NEIGHBORHOOD
-  = NOISE (RAILROAD TRACKS AND BUSINESS 83)
-  = COMMERCIAL AREAS
-  = SOUTH EAST PREVAILING WINDS



Assumptions

Utility/Item	Assumption
Electricity	\$.08 / kWH
Water/Sewer	\$4.00 / 1000 gal
Chlorine/Acid	\$3.00 / lb
Food and Beverage	\$0.50 per cap
Operating Days	110
Hours/Days	13 hours, 7 days

Position	Salary
Cashier	\$11.00 / hr
Pool Manager	\$15.00 / hr
Lifeguard	\$13.00 / hr
Maintenance	\$25.00 / hr
Part Time Overhead	20%

Program	Attendance
Admissions	33,000
Swim Lessons	500
Lifeguard Cert	20
Water Fitness	30 per month



Capacity

- Training capacity – 5 swimmers per lane per session
- Daily training – 3 sessions per day
- Recreation holding capacity (RHC)
 - Shallow water – 25 ft² per person
 - Deep water – 100 ft² per person
- Daily recreation capacity – 2.5 x RHC
- Program holding capacity
 - Lap and leisure surface areas
 - 32 ft² per person (Aquatic Exercise Association)
- Health code capacity numbers will be higher than what is shown.

Weslaco Pool

WET-SIDE CAPACITY

Training (Available 25-Yard Lanes)

Outdoor Lap	3
Total	3

Estimated Training Holding Capacity	15
Daily Training Capacity	45

Recreation (Surface Area Sq. Ft.)

Outdoor Lap	2,094
Outdoor Leisure	1,940
Total	4,034

Estimated Recreation Holding Capacity	161
Daily Recreation Holding Capacity	403
Program Holding Capacity	126

Total Capacity	176
Total Daily Facility Capacity	448



Expenses – Staffing

- Hours: 8AM – 9PM, 7 days per week
- 110 days per season
- Full Time Staff: Not Included
- Part Time Staff
 - Lifeguards: 2 at all times
 - Pool Manager: 1 at all times
 - Cashier: 1 at all times
 - Maintenance: 4 hours per day
- Equipment Costs: Uniform and safety equipment
- Training: In-service training and onboarding
- Estimating 10 FTEs (full time equivalent)**

Direct Facility Expense Budget

Weslaco Pool

Facility Staff

Full Time Employment	Not Included
Custodians	Not Included
Part-Time Management	\$25,740
Lifeguard Personel	\$44,616
Front Desk Personnel	\$18,876
Part-Time Maintenance	\$13,200
Personnel Equipment Cost	\$3,538
Training	\$3,000

Total Labor **\$108,970**

	Hours Per Day	Cost Per Hour	Rate with Overhead	Days per Season	Total Expense
	Weslaco Pool	Weslaco Pool	Weslaco Pool	Outdoor	Weslaco Pool
Job Description					
<i>Summer</i>					
Cashier	13	11.00	13.20	100	17,160
Pool Manager	13	15.00	18.00	100	23,400
Lifeguard	26	13.00	15.60	100	40,560
Maintenance	4	25.00	30.00	100	12,000
Summer Total	56				\$93,120
<i>Winter</i>					
Cashier	13	11.00	13.20	10	1,716
Pool Manager	13	15.00	18.00	10	2,340
Lifeguard	26	13.00	15.60	10	4,056
Maintenance	4	25.00	30.00	10	1,200
Winter Total	56				\$9,312
Annual Labor Expense					\$102,432
Total Full Time Equivalents					9.83



Expenses – Direct

- Insurance – Not Included
- Repair and Maintenance – Regular annual maintenance and repair contracts
- Landscaping – Not Included
- Credit Card Fees – 2.5% of gross revenue
- Chemicals – Based on \$3.00/lb chlorine
- Advertising (estimated) – Recommend a 1:1 ratio of dollars to membership/daily admissions

Direct Facility Expense Budget	
Weslaco Pool	
Direct Facility Expenses	
Insurance	Not Included
Repair and Maintenance	\$12,000
Landscaping	Not Included
Credit Card Fees	\$14,129
Operating Supplies	\$7,200
Chemicals	\$7,649
Advertising	\$33,000
Direct Expenses	\$73,978



Expenses - Utilities

- HVAC – Support spaces
- Electricity – Pumps, motors and lighting
- Pool Heating – Not Included
- Data/Communications – Phone, VOIP, Internet
- Trash Service – 1 pickup per week
- Water and Sewer – based on estimated attendance, refill and splash out
 - \$4.00 per 1000 gal

Direct Facility Expense Budget	
Weslaco Pool	
Utilities	
HVAC	\$3,432
Electricity	\$7,244
Pool Heating	Not Included
Data/Communications	\$2,357
Trash Service	\$943
Water & Sewer	\$8,497
Total Utilities	\$22,473



Expenses - Programs

- Program Supplies – 1% of gross revenue
- LG Class Materials – \$80 per participant
- Food and Beverage – 60% of revenue
- Part-Time Program Staff – 50% of gross revenue:
 - Swim Lessons
 - Water Fitness
 - Lifeguard Classes

Direct Facility Expense Budget	
Weslaco Pool	
Programs	
Program Supplies	\$3,112
LG Class Materials	\$1,200
Food and Beverage	\$9,996
Part-Time Program Staff	\$20,275
Total Programs	\$34,582



Expense Summary

- Capital Replacement Fund
 - Budgeted annually to be held in a fund for capital expense items
- Program Expenses
 - Based on assumptions for programs and attendance
- Based on current layout and plan

Direct Facility Expense Budget	
Weslaco Pool	
Facility Staff	
Full Time Employment	Not Included
Custodians	Not Included
Part-Time Management	\$25,740
Lifeguard Personel	\$44,616
Front Desk Personnel	\$18,876
Part-Time Maintenance	\$13,200
Personnel Equipment Cost	\$3,538
Training	\$3,000
Total Labor	\$108,970
Direct Facility Expenses	
Insurance	Not Included
Repair and Maintenance	\$12,000
Landscaping	Not Included
Credit Card Fees	\$14,129
Operating Supplies	\$7,200
Chemicals	\$7,649
Advertising	\$33,000
Direct Expenses	\$73,978
Utilities	
HVAC	\$3,432
Electricity	\$7,244
Pool Heating	Not Included
Data/Communications	\$2,357
Trash Service	\$943
Water & Sewer	\$8,497
Total Utilities	\$22,473
Programs	
Program Supplies	\$3,112
LG Class Materials	\$1,600
Food and Beverage	\$9,996
Part-Time Program Staff	\$20,275
Total Programs	\$34,982
Total Operating Expenses	\$240,403
Capital Replacement Fund	\$24,000
Total Expense	\$264,403
Estimate Current as of:	11/13/2023
Source: Counsilman-Hunsaker	





AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 20th day of July in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

THE CITY OF WESLACO, TEXAS
255 S. KANSAS AVE
WESLACO, TX 78596

and the Architect:
(Name, legal status, address and other information)

SAM GARCIA ARCHITECT LLC
1200 AUBURN AVE
SUITE 280
MCALLEN, TX 78504

for the following Project:
(Name, location and detailed description)

NEW MUNICIPAL SWIMMING POOL,
308 S. BRIDGE AVE.
WESLACO, TX 78596

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

TO BE DETERMINED AS PART OF THE SERVICES PROVIDED IN THIS AGREEMENT, SEE SECTIONS 4.1.2.2.1 AND 4.1.2.2.2 OF THIS AGREEMENT

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

IRREGULARLY SHAPED 6.98 ACRE TRACT OF LAND, LOCATED IMMEDIATELY NORTH OF THE RAILROAD TRACKS ALONG U.S. BUSINESS 83 IN WESLACO, TEXAS. ADDRESS FOR THE SITE IS 308 S BRIDGE AVE. SITE IS THE FORMER DEPARTMENT OF PUBLIC WORKS YARD FOR THE CITY OF WESLACO PUBLIC WORKS DEPARTMENT. SITE IS PARTIALLY PAVED AND HAS VARIOUS EXISTING CONCRETE FOUNDATIONS. OWNER CLAIMS THAT THE SITE HAS GONE THROUGH PROPER REMEDIATION/DECONTAMINATION PROCESS FOR ANY HAZARDOUS ONSITE MATERIALS..

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

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THE TOTAL PROJECT COST SHALL NOT EXCEED:

TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00

REFER TO SECTION 6.1.1 FOR THE DISTINCTION BETWEEN THE OWNER'S INITIAL BUDGET AND THE FINAL/ACTUAL COST OF THE WORK.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TO BE DETERMINED

.2 Construction commencement date:

TO BE DETERMINED

.3 Substantial Completion date or dates:

TO BE DETERMINED

.4 Other milestone dates:

TO BE DETERMINED

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

COMPETITIVE SEALED PROPOSAL, AKA DESIGN-BID-BUILD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NOT APPLICABLE

(Paragraph Deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

OMAR RODRIGUEZ
DIRECTOR, WESLACO PARKS & RECREATION DEPARTMENT
255 S. KANSAS AVE.
WESLACO, TX 78596
orodriguez@weslacotx.gov
ALBERTO ALDANA
CITY ENGINEER, CITY OF WESLACO
255 S KANSAS AVE
WESLACO, TX 78596
aaldana@weslacotx.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's

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User Notes:

(3B9ADA41)

submittals to the Owner are as follows:
(List name, address, and other contact information.)

MAYOR OF THE CITY OF WESLACO, TEXAS: MR. DAVID SUAREZ,
CITY COMMISSION OF THE CITY OF WESLACO,
CITY MANAGER OF THE CITY OF WESLACO,
DIRECTOR OF PARKS & RECREATION DEPARTMENT FOR THE CITY OF WESLACO,
CITY ENGINEER OF THE CITY OF WESLACO

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TO BE DETERMINED BY CITY OF WESLACO

(Paragraph Deleted)

.2 Other, if any:

(List any other consultants and contractors retained by the Owner.)

COST ESTIMATOR – TO BE DETERMINED BY CITY OF WESLACO

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

SAM GARCIA, RA, AIA
PRINCIPAL – SAM GARCIA ARCHITECT, LLC
1200 AUBURN AVE, SUITE 280
MCALLEN, TX 78504
(956) 212-4930
SG@SAMGARCIAARCHITECT.COM

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

GREEN RUBIANO & ASSOCIATES
1220 W HARRISON AVE
HARLINGEN, TX 78550
(956) 428-4461

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.2 Mechanical, ELECTRICAL, PLUMBING (MEP) Engineer:

TRINITY MEP ENGINEERING LLC
3533 E MORELAND DRIVE
WESLACO, TX 78596
(956) 973-00500

.3 LANDSCAPE ARCHITECT:

HEFFNER DESIGN TEAM PLLC
4100 N 22ND STREET
MCALLEN, TX 78504
(956) 540-7850

.4 Civil Engineer:

MELDEN & HUNT INC
115 W MCINTYRE STREET
EDINBURG, TX 78541
(956) 381-0981

§ 1.1.11.2 Consultants retained under Supplemental Services:

AQUATIC PLANNING AND DESIGN CONSULTANT:
12851 MANCHESTER ROAD
SUITE 120
DES PERES, MO 63131
(314) 894-1245

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the services, schedule for services, and compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of DOCUMENTS or any other information or documentation in digital form.

(Paragraph Deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement, AS AMENDED. The Architect represents that it is LAWFULLY licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, AS AMENDED or shall cause such services to be performed by LAWFULLY

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licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 WITHOUT the Owner's knowledge and WRITTEN consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 NO WORK WILL BE COMMENCED UNTIL AIL REQUIREMENTS OF THIS SECTION HAVE BEEN SATISFIED, SATISFACTORY EVIDENCE OF INSURANCE HAS BEEN PROVIDED, AND ALL INSURANCE IS IN FULL FORCE AND EFFECT. ARCHITECT SHALL NOTIFY OWNER IN WRITING OF ANY PROPOSED NONCONFORMITY WITH THESE REQUIREMENTS AND SHALL NOTIFY OWNER IN WRITING OF ANY INSURANCE CHANGES WHICH OCCUR DURING THE TERMS REQUIRED UNDER THE AGREEMENT. ANY DEVIATION FROM THESE REQUIREMENTS CAN ONLY BE APPROVED BY OWNER'S CITY COMMISSION. ANY NONCONFORMITY MAY BE GROUNDS FOR TERMINATION OR MODIFICATION OF THE AGREEMENT. TO THE EXTENT THAT ARCHITECT IS UNABLE TO PROCURE THE INSURANCE DESIGNATED HEREIN BECAUSE THE INSURANCE IS NOT REASONABLY AVAILABLE OR IS COST-PROHIBITIVE, THEN ARCHITECT SHALL PROVIDE WRITTEN NOTICE TO OWNER'S CITY COMMISSION. SAID LACK OF INSURANCE MAY THEN BE GROUNDS FOR TERMINATION OR MODIFICATION OF THIS AGREEMENT.

§ 2.5.1 SATISFACTORY EVIDENCE OF INSURANCE REQUIRED BY THIS ARTICLE SHALL BE PROVIDED TO OWNER NOT LATER THAN FIVE BUSINESS DAYS AFTER EXECUTION OF THE AGREEMENT BY OWNER. SATISFACTORY EVIDENCE SHALL INCLUDE COPIES OF ALL REQUIRED INSURANCE POLICIES, DECLARATIONS, AND ENDORSEMENTS THEMSELVES. IN ADDITION, ARCHITECT SHALL ALSO PROVIDE A DULY-EXECUTED ACORD FORM 25 CERTIFICATE OF LIABILITY INSURANCE NAMING OWNER AS A CERTIFICATE HOLDER AND ATTACHING AIL ENDORSEMENTS REQUIRED HEREIN. THE ARCHITECT SHALL FURNISH OWNER ALL INSURANCE AMENDMENTS, RENEWALS, NOTICES, CANCELLATIONS AND ADDITIONAL ENDORSEMENTS.

(Paragraphs Deleted)

§ 2.5.5 ANY FAILURE OF ARCHITECT TO COMPLY WITH THE REPORTING PROVISIONS OF THE POLICIES SHALL NOT AFFECT THE COVERAGE PROVIDED TO THE OWNER, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS.

(Paragraph Deleted)

1. **§ 2.5.7** THE ARCHITECT SHALL MAINTAIN THE FOLLOWING INSURANCE UNTIL TERMINATION OF THIS AGREEMENT. IF ANY OF THE REQUIREMENTS SET FORTH BELOW ARE IN ADDITION TO THE TYPES AND LIMITS THE ARCHITECT NORMALLY MAINTAINS,

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THE OWNER SHALL PAY THE ARCHITECT AS SET FORTH IN SECTION 11.9.

1. COMMERCIAL GENERAL LIABILITY WITH POLICY LIMITS OF NOT LESS THAN ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) FOR EACH OCCURRENCE AND ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) IN THE AGGREGATE FOR BODILY INJURY AND PROPERTY DAMAGE.
2. AUTOMOBILE LIABILITY COVERING VEHICLES OWNED, AND NON-OWNED VEHICLES USED, BY THE ARCHITECT WITH POLICY LIMITS OF NOT LESS THAN ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) PER ACCIDENT FOR BODILY INJURY, DEATH OF ANY PERSON, AND PROPERTY DAMAGE ARISING OUT OF THE OWNERSHIP, MAINTENANCE AND USE OF THOSE MOTOR VEHICLES, ALONG WITH ANY OTHER STATUTORILY REQUIRED AUTOMOBILE COVERAGE.

§ 2.5.8 THE ARCHITECT MAY ACHIEVE THE REQUIRED LIMITS AND COVERAGE FOR COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY THROUGH A COMBINATION OF PRIMARY AND EXCESS OR UMBRELLA LIABILITY INSURANCE, PROVIDED SUCH PRIMARY AND EXCESS OR UMBRELLA LIABILITY INSURANCE POLICIES RESULT IN THE SAME OR GREATER COVERAGE AS THE COVERAGES REQUIRED UNDER SECTIONS 2.5.7, AND IN NO EVENT SHALL ANY EXCESS OR UMBRELLA LIABILITY INSURANCE PROVIDE NARROWER COVERAGE THAN THE PRIMARY POLICY. THE EXCESS POLICY SHALL NOT REQUIRE THE EXHAUSTION OF THE UNDERLYING LIMITS ONLY THROUGH THE ACTUAL PAYMENT BY THE UNDERLYING INSURERS.

2. WORKERS' COMPENSATION AT STATUTORY LIMITS.
3. EMPLOYERS' LIABILITY WITH POLICY LIMITS NOT LESS THAN ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) EACH ACCIDENT, ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) EACH EMPLOYEE, AND ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) POLICY LIMIT.
4. PROFESSIONAL LIABILITY COVERING NEGLIGENT ACTS, ERRORS AND OMISSIONS IN THE PERFORMANCE OF PROFESSIONAL SERVICES WITH POLICY LIMITS OF NOT LESS THAN ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) PER CLAIM AND TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00) IN THE AGGREGATE.
5. **§ 2.5.9** ADDITIONAL INSURED OBLIGATIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE ARCHITECT SHALL CAUSE THE PRIMARY AND EXCESS OR UMBRELLA POLICES FOR COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY TO INCLUDE THE OWNER AS AN ADDITIONAL INSURED FOR CLAIMS CAUSE IN WHOLE OR IN PART BY THE ARCHITECT'S NEGLIGENT ACTS OR OMISSIONS. THE ADDITIONAL INSURED COVERAGE SHALL BE PRIMARY AND NON-CONTRIBUTORY TO ANY OF THE OWNER'S INSURANCE POLICIES AND SHALL APPLY TO BOTH ONGOING AND COMPLETED OPERATIONS.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical, AND CIVIL engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. THE ARCHITECT SHALL NOT BE RELIEVED OF ITS OBLIGATIONS TO PERFORM THE BASIC SERVICES IN ACCORDANCE WITH THE AGREEMENT, AS AMENDED, EITHER BY ACTIVITIES OR DUTIES OF THE ARCHITECT IN THE ARCHITECT'S ADMINISTRATION OF THE AGREEMENT, ACTIVITIES OF THE OWNER (OR OWNER'S PROGRAM MANAGER, IF APPLICABLE), OR BY TESTS, INSPECTIONS OR APPROVALS REQUIRED OR PERFORMED BY PERSONS OR ENTITIES.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the

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commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval AND WRITTEN CONSENT, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. IF THE ARCHITECT PERFORMS DESIGN OR CONSTRUCTION SERVICES WHEN THE ARCHITECT KNOWS OR REASONABLY SHOULD HAVE KNOWN IT TO BE CONTRARY TO APPLICABLE LAWS, STATUTES, ORDINANCES, AND/OR CODES, THE CONTRACT DOCUMENTS OR LAWFUL ORDERS OF PUBLIC AUTHORITIES, THE ARCHITECT SHALL ASSUME APPROPRIATE RESPONSIBILITY FOR SUCH WORK AND SHALL BEAR THE COSTS ATTRIBUTABLE TO CORRECTION.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. THE OWNER SHALL HAVE FINAL DECISION AUTHORITY AS APPROVED BY THE OWNER'S CITY COMMISSION.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 PROCUREMENT OF CONSTRUCTION SERVICES

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;

- .3 preparing responses to questions AND PRODUCT SUBSTITUTION REQUESTS from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

(Paragraph Deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed IN WRITING about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 THE ARCHITECT SHALL REJECT WORK THAT DOES NOT CONFORM TO THE CONSTRUCTION DOCUMENTS AND CONTRACT DOCUMENTS. WHENEVER THE ARCHITECT CONSIDERS IT NECESSARY OR ADVISABLE, THE ARCHITECT WILL RECOMMEND TO OWNER ADDITIONAL INSPECTION OR TESTING OF THE WORK IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT DOCUMENTS, WHETHER OR NOT THE WORK IS FABRICATED, INSTALLED OR COMPLETED. HOWEVER, NEITHER THIS AUTHORITY OF THE ARCHITECT NOR A DECISION MADE IN GOOD FAITH EITHER TO EXERCISE OR NOT TO EXERCISE SUCH AUTHORITY SHALL GIVE RISE TO A DUTY OR RESPONSIBILITY OF THE ARCHITECT OR THE OWNER TO THE CONTRACTOR, SUBCONTRACTORS, SUPPLIERS, THEIR AGENTS OR EMPLOYEES, OR OTHER PERSONS OR ENTITIES PERFORMING PORTIONS OF THE WORK. ARCHITECT AND/OR CONTRACTOR SHALL PROMPTLY NOTIFY, ORALLY AND IN WRITING, THE OTHER PARTY AND OWNER OF ANY FAULT OR DEFECT IN THE PROJECT OR NONCONFORMANCE WITH CONSTRUCTION DOCUMENTS OR THE CONTRACT DOCUMENTS THEY MAY RESPECTIVELY DISCOVER AND EACH, UPON DISCOVERY OF THE DEFECT OR NONCONFORMANCE, SHALL BE RESPONSIBLE FOR NOTIFYING THE OTHER PARTY AND OWNER OF THOSE CORRECTIVE ACTIONS THEY RESPECTIVELY TAKE. TESTING OR INSPECTIONS REQUIRED BY THIS SUBPARAGRAPH SHALL BE CONDUCTED SUBJECT TO THE REQUIREMENTS OF CHAPTER 2269 OF THE TEXAS GOVERNMENT CODE.

§ 3.6.2.3 THE ARCHITECT WILL REVIEW AND APPROVE, OR TAKE OTHER APPROPRIATE ACTION UPON, THE CONTRACTOR'S SUBMITTALS SUCH AS SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES, FOR THE PURPOSE OF CHECKING FOR CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS AND THE CONTRACT DOCUMENTS AND ALL APPLICABLE LAWS, STATUTES, CODES AND REQUIREMENTS APPLICABLE TO ARCHITECT'S DESIGN SERVICES. THE ARCHITECT'S ACTION WILL BE TAKEN WITH SUCH REASONABLE PROMPTNESS AS TO CAUSE NO DELAY IN THE WORK OR IN THE ACTIVITIES OF THE OWNER, CONTRACTOR, OR SEPARATE CONTRACTORS, WHILE ALLOWING SUFFICIENT TIME IN THE ARCHITECT'S PROFESSIONAL JUDGMENT TO PERMIT ADEQUATE REVIEW. REVIEW OF SUCH SUBMITTALS IS CONDUCTED FOR THE PURPOSE OF DETERMINING THE GENERAL ACCURACY AND COMPLETENESS OF OTHER DETAILS SUCH AS DIMENSIONS AND QUANTITIES AND FOR SUBSTANTIATING INSTRUCTIONS FOR INSTALLATION OF EQUIPMENT OR SYSTEMS, ALL OF WHICH REMAIN THE RESPONSIBILITY OF THE CONTRACTOR AS REQUIRED BY THE CONSTRUCTION DOCUMENTS AND CONTRACT DOCUMENTS.

(Paragraphs Deleted)

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 THE ARCHITECT WILL, WITHIN SEVEN DAYS AFTER RECEIPT OF THE CONTRACTOR'S APPLICATION FOR PAYMENT, EITHER (1) RETURN THE PAYMENT APPLICATION TO THE CONTRACTOR; OR (2) ISSUE TO THE OWNER A CERTIFICATE FOR PAYMENT IN THE FULL AMOUNT OF THE APPLICATION FOR PAYMENT, WITH A COPY TO THE CONTRACTOR; OR (3) ISSUE TO THE OWNER A CERTIFICATE FOR PAYMENT FOR SUCH AMOUNT AS THE ARCHITECT DETERMINES IS PROPERLY DUE, AND NOTIFY THE CONTRACTOR AND OWNER OF THE ARCHITECT'S REASONS FOR WITHHOLDING CERTIFICATION IN PART; OR (4) WITHHOLD CERTIFICATION OF THE ENTIRE APPLICATION FOR PAYMENT, AND NOTIFY THE CONTRACTOR AND OWNER OF THE ARCHITECT'S REASON FOR WITHHOLDING CERTIFICATION IN WHOLE.

(Paragraph Deleted)

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 THE ARCHITECT SHALL REVIEW AND PROVIDE APPROVAL OF THE CONTRACTOR'S

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SUBMITTAL SCHEDULE AND SHALL NOT BE UNREASONABLY DELAYED OR WITHHELD. THE SUBMITTAL SCHEDULE SHALL (1) BE COORDINATED WITH THE CONTRACTOR'S CONSTRUCTION SCHEDULE, AND (2) ALLOW THE ARCHITECT REASONABLE TIME TO REVIEW SUBMITTALS, IF THE CONTRACTOR FAILS TO SUBMIT A SUBMITTAL SCHEDULE OR FAILS TO PROVIDE SUBMITTALS IN ACCORDANCE WITH THE APPROVED SUBMITTAL SCHEDULE, THE CONTRACTOR SHALL NOT BE ENTITLED TO ANY INCREASE IN CONTRACT SUM OR EXTENSION OF CONTRACT TIME BASED ON THE TIME REQUIRED FOR REVIEW OF SUBMITTALS.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals for the limited purpose of CONFIRMING conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify ALL performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. THE OWNER AND THE ARCHITECT SHALL BE ENTITLED TO RELY UPON THE ADEQUACY, ACCURACY AND COMPLETENESS OF THE SERVICES, CERTIFICATIONS, AND APPROVALS PERFORMED OR PROVIDED BY SUCH DESIGN PROFESSIONALS. THE ARCHITECT WILL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON SUBMITTALS ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH INFORMATION GIVEN AND THE DESIGN CONCEPT EXPRESSED IN THE CONTRACT DOCUMENTS. A REGISTERED ARCHITECT MUST PREPARE PLANS AND SPECIFICATIONS FOR ALL THE WORK, AS GOVERNED BY THE TEXAS OCCUPATIONS CODE CHAPTER 1051; AND A REGISTERED ENGINEER MUST PREPARE PLANS, SPECIFICATIONS AND ESTIMATES FOR ALL WORK GOVERNED BY TEXAS OCCUPATIONS CODE CHAPTER 1001. IN THE EVENT THAT THE LICENSED DESIGN PROFESSIONAL RETAINED BY THE CONTRACTOR WILL BE CONDUCTING ON-SITE SERVICES OR OBSERVATIONS, THE LICENSED DESIGN PROFESSIONAL SHALL ALSO CARRY WORKER'S COMPENSATION INSURANCE AND COMPREHENSIVE AUTOMOBILE LIABILITY IN THE SAME AMOUNTS AND FORMS AS REQUIRED OF THE ARCHITECT ON THIS PROJECT.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to ALL requests for information REGARDING the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 SUBJECT TO SECTION 4.2, THE ARCHITECT SHALL REVIEW AND RESPOND TO ALL REQUESTS FOR INFORMATION REGARDING THE CONTRACT DOCUMENTS, FIELD CONDITIONS, OWNER-PROVIDED ITEMS, CONTRACTOR-PREPARED COORDINATION DRAWINGS, OR PRIOR PROJECT CORRESPONDENCE OR DOCUMENTATION. THE ARCHITECT SHALL SET FORTH, IN THE CONTRACT DOCUMENTS, THE REQUIREMENTS FOR REQUESTS FOR INFORMATION. THE ARCHITECT'S RESPONSE TO SUCH REQUESTS SHALL BE MADE IN WRITING WITHIN ANY TIME LIMITS AGREED UPON, OR OTHERWISE WITH REASONABLE PROMPTNESS. IF APPROPRIATE, THE ARCHITECT SHALL PREPARE AND ISSUE SUPPLEMENTAL DRAWINGS AND SPECIFICATIONS IN RESPONSE TO THE REQUESTS FOR INFORMATION. THE OWNER SHALL BE ENTITLED TO DEDUCT FROM THE CONTRACT SUM PAID TO THE CONTRACTOR FOR THE ARCHITECT TO EVALUATE AND RESPOND TO THE CONTRACTOR'S REQUESTS FOR INFORMATION, WHERE SUCH INFORMATION WAS AVAILABLE TO THE CONTRACTOR FROM A CAREFUL STUDY AND COMPARISON OF THE CONTRACT DOCUMENTS, FIELD CONDITIONS, OWNER-PROVIDED INFORMATION, CONTRACTOR-PREPARED COORDINATION

DRAWINGS, OR PRIOR PROJECT CORRESPONDENCE OR DOCUMENTATION. IF IN THE REASONABLE OPINION OF THE ARCHITECT, THE CONTRACTOR DOES NOT MAKE REASONABLE EFFORT TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS OF THE CONTRACT DOCUMENT AND THIS CAUSES THE ARCHITECT OR HIS CONSULTANTS TO EXPEND AN UNREASONABLE AMOUNT OF TIME IN THE DISCHARGE OF THE DUTIES IMPOSED BY THE CONTRACT DOCUMENTS, THEN THE CONTRACTOR SHALL BEAR THE COST OF COMPENSATION FOR THE ARCHITECT'S ADDITIONAL SERVICES NECESSARY BY SUCH FAILURE.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 THE ARCHITECT SHALL REVIEW, PREPARE AND MAKE RECOMMENDATIONS TO OWNER REGARDING ALL CHANGE ORDERS AND CONSTRUCTION CHANGE DIRECTIVES FOR THE OWNER'S APPROVAL AND EXECUTION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND THE CONTRACT DOCUMENTS, ACCOMPANIED BY ALL SUPPORTING DOCUMENTATION. THE ARCHITECT MAY AUTHORIZE MINOR CHANGES IN THE WORK NOT INVOLVING AN ADJUSTMENT IN CONTRACT SUM, OR AN EXTENSION OF THE CONTRACT TIME WHICH ARE CONSISTENT WITH THE INTENT OF THE CONTRACT DOCUMENTS. IF NECESSARY, THE ARCHITECT SHALL PREPARE, REPRODUCE AND DISTRIBUTE DRAWINGS AND SPECIFICATIONS TO DESCRIBE WORK TO BE ADDED, DELETED OR MODIFIED. THE ARCHITECT SHALL ACCEPT REQUESTS BY THE OWNER, AND SHALL REVIEW PROPERLY PREPARED, TIMELY REQUESTS BY THE CONTRACTOR FOR CHANGES IN THE WORK, INCLUDING ADJUSTMENTS TO THE CONTRACT SUM, OR CONTRACT TIME. A PROPERLY PREPARED REQUEST FOR A CHANGE IN THE WORK BY THE CONTRACTOR SHALL BE ACCOMPANIED BY SUFFICIENT SUPPORTING DATA AND INFORMATION TO PERMIT THE ARCHITECT TO MAKE A REASONABLE DETERMINATION WITHOUT EXTENSIVE INVESTIGATION OR PREPARATION OF ADDITIONAL DRAWINGS OR SPECIFICATIONS. IF THE ARCHITECT DETERMINES THAT REQUESTED CHANGES IN THE WORK ARE NOT MATERIALLY DIFFERENT FROM THE REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS OR THE CONTRACT DOCUMENTS AND DO NOT CHANGE THE CONTRACT SUM OR CONTRACT TIME, THEN THE ARCHITECT MAY ISSUE AN ORDER FOR A MINOR CHANGE IN THE WORK WITH PRIOR WRITTEN NOTICE TO THE OWNER OR RECOMMEND TO THE OWNER THAT THE REQUESTED CHANGE BE DENIED. THE ARCHITECT IS NOT AUTHORIZED TO APPROVE CHANGES INVOLVING MAJOR SYSTEMS SUCH AS: HEATING, VENTILATION AND AIR CONDITIONING ("HVAC"); ROOF; FOUNDATION; OUTWARD APPEARANCE; COLOR SCHEMES; FLOOR PLANS; BUILDING MATERIALS; DRAINAGE OR MECHANICAL EQUIPMENT WITHOUT OWNER'S PRIOR WRITTEN CONSENT.

THE OWNER MAY REQUIRE THAT THE ARCHITECT USE AND/OR RESPOND TO CERTAIN OWNER-FURNISHED FORMS OR INQUIRIES DURING THE COURSE OF THE PROJECT. FROM TIME TO TIME, THERE MAY BE FUTURE REVISIONS, CHANGES, ADDITIONS OR DELETIONS. THE FACT THAT THE OWNER MODIFIES AND INCREASES REASONABLE REPORTING REQUIREMENTS SHALL NOT SERVE AS THE BASIS FOR A CLAIM FOR ADDITIONAL TIME OR COMPENSATION BY THE CONTRACTOR. THE ARCHITECT STIPULATES AND AGREES THAT THE OWNER HAS NO DUTY TO DISCOVER ANY DESIGN ERRORS OR OMISSIONS IN THE DRAWINGS, PLANS, SPECIFICATIONS AND OTHER CONSTRUCTION DOCUMENTS, AND HAS NO AUTHORITY TO NOTIFY CONTRACTOR AND ARCHITECT OF SAME. BY ENTERING INTO THE CONTRACT DOCUMENTS OR ANY AGREEMENT WITH ANY ARCHITECT, OWNER DOES NOT WARRANT THE ADEQUACY AND ACCURACY OF ANY DRAWINGS, PLANS, SPECIFICATIONS OR OTHER CONSTRUCTION DOCUMENTS.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1** VERIFY ALL EVENTS OF FAILURE OF MATERIALS, PRODUCTS OR WORKMANSHIP, EITHER DURING CONSTRUCTION OR THE WARRANTY PERIOD, THE CONTRACTOR HAS TAKEN ALL APPROPRIATE MEASURES TO ENSURE CORRECTION OF DEFECTIVE WORK OR REPLACEMENT OF DEFECTIVE ITEMS, WITHOUT COST TO THE OWNER;
- .2** CONDUCT INSPECTIONS TO DETERMINE THE DATE OR DATES OF SUBSTANTIAL COMPLETION AND THE DATE OF FINAL COMPLETION;

- .3 VERIFY ALL PERFORMANCE STANDARDS OR REGULATORY STANDARDS ARE WITH CONFORMANCE WITH APPLICABLE STANDARDS;
- .4 ISSUE CERTIFICATES OF SUBSTANTIAL COMPLETION;
- .5 FORWARD TO THE OWNER, FOR THE OWNER'S REVIEW AND RECORDS, WRITTEN WARRANTIES AND RELATED DOCUMENTS REQUIRED BY THE CONTRACT DOCUMENTS AND RECEIVED FROM THE CONTRACTOR; AND,
- .6 ISSUE A FINAL CERTIFICATE FOR PAYMENT BASED UPON A FINAL INSPECTION INDICATING THAT, TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, INFORMATION, AND BELIEF, THE WORK COMPLIES WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. EXCEPT WITH CONSENT OF THE OWNER, THE ARCHITECT SHALL PERFORM NO MORE THAN TWO INSPECTIONS TO DETERMINE WHETHER THE WORK OR A DESIGNATED PORTION OF THEREOF HAS ATTAINED SUBSTANTIAL COMPLETION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS.

§ 3.6.6.3 WHEN THE WORK OR DESIGNATED PORTION THEREOF IS SUBSTANTIALLY COMPLETE, THE ARCHITECT WILL PREPARE, ASSIGN AND ISSUE OWNER'S CERTIFICATE OF SUBSTANTIAL COMPLETION THAT SHALL ESTABLISH THE DATE OF SUBSTANTIAL COMPLETION; ESTABLISH RESPONSIBILITIES OF THE OWNER AND CONTRACTOR FOR SECURITY, MAINTENANCE, HEAT, UTILITIES, DAMAGE TO THE WORK AND INSURANCE; AND FIX THE TIME WITHIN WHICH THE CONTRACTOR SHALL FINISH ALL ITEMS ON THE LIST ACCOMPANYING THE CERTIFICATE. WARRANTIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL COMMENCE ON THE DATE OF FINAL COMPLETION OF THE WORK OR DESIGNATED PORTION THEREOF.

§ 3.6.6.4 UPON RECEIPT OF THE CONTRACTOR'S WRITTEN NOTICE THAT THE WORK IS READY FOR FINAL INSPECTION AND ACCEPTANCE AND UPON RECEIPT OF A FINAL APPLICATION FOR PAYMENT, THE ARCHITECT WILL PROMPTLY MAKE SUCH INSPECTION. WHEN THE ARCHITECT FINDS THE WORK ACCEPTABLE UNDER THE CONTRACT DOCUMENTS AND THE CONTRACT FULLY PERFORMED, THE ARCHITECT WILL PROMPTLY PREPARE, SIGN, AND ISSUE OWNER'S CERTIFICATE OF FINAL COMPLETION AND A FINAL CERTIFICATE FOR PAYMENT CERTIFYING TO THE OWNER THAT ON THE BASIS OF THE ARCHITECT'S ON-SITE VISITS AND INSPECTIONS, THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND CONSTRUCTION DOCUMENTS AND THAT THE ENTIRE BALANCE, INCLUDING ALL RETAINAGES FOUND TO BE DUE THE CONTRACTOR AND NOTED IN THE FINAL CERTIFICATE IS DUE AND PAYABLE. THE ARCHITECT'S FINAL CERTIFICATE FOR PAYMENT WILL CONSTITUTE A FURTHER REPRESENTATION THAT, TO THE ARCHITECT'S BEST KNOWLEDGE, CONDITIONS HAVE BEEN MET AND THE CONTRACTOR IS ENTITLED TO FINAL PAYMENT. The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	ARCHITECT
§ 4.1.1.2 Multiple preliminary designs	ARCHITECT
§ 4.1.1.3 Measured drawings	NOT PROVIDED
§ 4.1.1.4 Existing facilities surveys	NOT PROVIDED
§ 4.1.1.5 Site evaluation and planning	ARCHITECT
§ 4.1.1.6 Building Information Model management responsibilities	ARCHITECT
§ 4.1.1.7 Development of Building Information Models for post construction use	NOT PROVIDED
§ 4.1.1.8 Civil engineering	ARCHITECT
§ 4.1.1.9 Landscape design	ARCHITECT
§ 4.1.1.10 Architectural interior design	NOT PROVIDED
§ 4.1.1.11 Value analysis	NOT PROVIDED
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	OWNER
§ 4.1.1.13 On-site project representation	NOT PROVIDED
§ 4.1.1.14 Conformed documents for construction	NOT PROVIDED
§ 4.1.1.15 As-designed record drawings	NOT PROVIDED
§ 4.1.1.16 As-constructed record drawings	NOT PROVIDED
§ 4.1.1.17 Post-occupancy evaluation	NOT PROVIDED
§ 4.1.1.18 Facility support services	ARCHITECT
§ 4.1.1.19 Tenant-related services	NOT PROVIDED
§ 4.1.1.20 Architect's coordination of the Owner's consultants	ARCHITECT
§ 4.1.1.21 Telecommunications/data design	NOT PROVIDED
§ 4.1.1.22 Security evaluation and planning	NOT PROVIDED
§ 4.1.1.23 Commissioning	OWNER
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NOT PROVIDED
§ 4.1.1.25 Fast-track design services	NOT PROVIDED
§ 4.1.1.26 Multiple bid packages	NOT PROVIDED
§ 4.1.1.27 Historic preservation	NOT PROVIDED
§ 4.1.1.28 Furniture, furnishings, and equipment design	NOT PROVIDED
§ 4.1.1.29 Other services provided by specialty Consultants	ARCHITECT
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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.1 PROJECT SITE ANALYSIS AND CONSULTATION: PERFORM SITE ANALYSIS, INCLUDING TEST FITS, PARKING, TRAFFIC CIRCULATION, ON-AND-OFF SITE UTILITY AND RELATED UTILIZATION STUDIES. (SEE SECTIONS 4.1.1.1 AND 4.1.1.5 ABOVE)

.2 PRE-DESIGN/PROGRAMMING SERVICES FOR THE PROJECT: THE ARCHITECT WILL DEVELOP A CONCEPTUAL PLAN TO FIT WITHIN CONSTRUCTION BUDGET IN COORDINATION WITH STAKEHOLDERS, PARKS & RECREATION ADVISORY BOARD, PARKS & RECREATION DIRECTOR, AND CITY ENGINEER FOR A SUITABLE MUNICIPAL SWIMMING POOL. (SEE SECTION 4.1.1.2 ABOVE)

.3 OPERATION & MANAGEMENT BUDGET PLAN: DEVELOP ANALYSIS OF ESTIMATED ANNUAL COSTS TO OPERATE AND MAINTAIN PROPOSED FACILITY, IDENTIFYING UTILITIES, POOL CHEMICALS, JANITORIAL SUPPLIES, CONSUMABLE SUPPLIES, MINOR TOOLS, MAINTENANCE SUPPLIES, ETC. THE PLAN SHALL INCLUDE STAFFING LEVELS FOR MAINTENANCE, PUBLIC SWIMMING, AND LEARN-TO-SWIM PROGRAMS. (SEE SECTION 4.1.1.18 ABOVE)

.4. OTHER SERVICES PROVIDED BY SPECIALTY CONSULTANTS: AQUATIC PLANNING AND DESIGN CONSULTANT AS INDICATED IN SECTION 1.1.11.2. (SEE SECTION 4.1.1.29 ABOVE)

.5 BUILDING INFORMATION MODEL MANAGEMENT RESPONSIBILITIES (SEE SECTION 4.1.1.6 ABOVE)

.6 LANDSCAPE DESIGN, AS INDICATED IN SECTION 1.1.11.1.3. (SEE SECTION 4.1.1.9 ABOVE)

.7 ARCHITECT'S COORDINATION OF OWNER'S CONSULTANTS. (SEE SECTION 4.1.1.20)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

DETAILED COST ESTIMATING, COMMISSIONING

(Paragraph Deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services, WITH WRITTEN AUTHORIZATION FROM THE OWNER, after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. THE SCOPE OF ANY ADDITIONAL SERVICES SHALL BE DETERMINED BY AGREEMENT OF THE OWNER AND ARCHITECT PROVIDING SUCH ADDITIONAL SERVICE.

§ 4.2.1 UPON RECOGNIZING THE NEED TO PERFORM THE FOLLOWING ADDITIONAL SERVICES, THE ARCHITECT SHALL NOTIFY THE OWNER, IN WRITING, WITH REASONABLE PROMPTNESS AND EXPLAIN THE FACTS AND CIRCUMSTANCES GIVING RISE TO THE NEED. THE ARCHITECT SHALL NOT PROCEED TO PROVIDE THE FOLLOWING ADDITIONAL SERVICES UNTIL THE ARCHITECT RECEIVES THE OWNER'S WRITTEN AUTHORIZATION:

- .1 SERVICES NECESSITATED BY A CHANGE IN THE INITIAL INFORMATION, PREVIOUS INSTRUCTIONS OR APPROVALS GIVEN BY THE OWNER, OR A MATERIAL CHANGE IN THE PROJECT INCLUDING SIZE, QUALITY, COMPLEXITY, THE OWNER'S SCHEDULE OR BUDGET FOR COST OF THE WORK, OR PROCUREMENT OR DELIVERY METHOD;

- .2 SERVICES NECESSITATED BY THE ENACTMENT OR REVISION OF CODES, LAWS, OR REGULATIONS; INCLUDING THE ARCHITECT'S CONSTRUCTION DOCUMENTS (DRAWINGS, SPECIFICATIONS, AND PROJECT MANUAL). CHANGING OR EDITING, PREVIOUSLY PREPARED CONSTRUCTION DOCUMENTS (DRAWINGS, SPECIFICATIONS, AND PROJECT MANUAL) NECESSITATED BY OFFICIAL INTERPRETATIONS OF APPLICABLE CODES, LAWS OR REGULATIONS THAT ARE EITHER (A) CONTRARY TO SPECIFIC INTERPRETATIONS BY THE APPLICABLE AUTHORITIES HAVING JURISDICTION MADE PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT, OR (B) CONTRARY TO REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS (DRAWINGS, SPECIFICATIONS, AND PROJECT MANUAL) WHEN THOSE CONSTRUCTION DOCUMENTS WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE STANDARD OF CARE.
- .3 SERVICES NECESSITATED BY DECISIONS OF THE OWNER NOT RENDERED IN A TIMELY MANNER OR ANY OTHER FAILURE OF PERFORMANCE ON THE PART OF THE OWNER OR THE OWNER'S CONSULTANTS OR CONTRACTORS;
- .4 PREPARATION FOR, AND ATTENDANCE AT, A PUBLIC PRESENTATION, MEETING OR HEARING; EXCEPT FOR REQUIRED ATTENDANCE AT CITY OF WESLACO COMMISSIONER'S MEETINGS TO REPORT ON THE STATUS OF THE PROGRESS OF THE PROJECT.
- .5 PREPARATION FOR, AND ATTENDANCE AT, A DISPUTE RESOLUTION PROCEEDING OR LEGAL PROCEEDING, EXCEPT WHERE THE ARCHITECT IS PARTY THERETO;
- .6 CONSULTATION CONCERNING REPLACEMENT OF WORK RESULTING FROM FIRE OR OTHER CAUSE DURING CONSTRUCTION.

(Paragraphs Deleted)

§ 4.2.2 The

(Paragraphs Deleted)

Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 TWO (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 BIWEEKLY (ONE (1) TIME EVERY TWO (2) WEEKS) visits to the site by the Architect during construction
- .3 TWO (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 TWO (2) inspections for any portion of the Work to determine final completion.

§ 4.2.3 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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§ 4.2.4 If the services covered by this Agreement, NOT INCLUDING CONSTRUCTION PHASE SERVICES, have not been completed within TWELVE (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's INITIAL budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's INITIAL budget for the Project AT THE COMPLETION OF EACH PROJECT PHASE of the Project until final completion. If the Owner increases or decreases the Owner's INITIAL budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 THE OWNER'S CITY COMMISSION HEREBY DELEGATES TO THE CITY MANAGER OR DESIGNEE THE AUTHORITY TO APPROVE CHANGES TO THE WORK. ANY SUCH CHANGE SHALL BE CONFIRMED IN WRITING BETWEEN THE ARCHITECT AND CITY MANAGER OR DESIGNEE AND NOTICE OF SUCH APPROVED CHANGES SHALL BE GIVEN TO THE CITY COMMISSION AT ITS NEXT REGULAR MEETING. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE ARCHITECT DOES NOT HAVE SUCH AUTHORITY. THE ARCHITECT MAY NOT RELY UPON THE DIRECTION OF ANY EMPLOYEE OF OWNER WHO HAS NOT BEEN DESIGNATED IN WRITING BY THE CITY MANAGER OR CITY COMMISSION; OWNER SHALL NOT BE FINANCIALLY RESPONSIBLE FOR ACTIONS TAKEN BY THE ARCHITECT OR CONTRACTOR IN RELIANCE UPON DIRECTION FROM UNAUTHORIZED PERSON.

§ 5.3.1 THE ARCHITECT SHALL NOT PROCEED FROM ONE PHASE OF THE PROJECT INTO THE NEXT UNTIL THE OWNER PROVIDES APPROVAL FOR THE CURRENT PHASE OF THE PROJECT IN WRITING, INCLUDING AN ACKNOWLEDGEMENT OF ANY DEVIATION FROM THE INITIAL BUDGET.

§ 5.4 The Owner shall furnish, TO THE BEST OF ITS ABILITY, surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.4.1 THE ARCHITECT STIPULATES AND AGREES THAT THE OWNER HAS NO DUTY TO DISCOVER ANY DESIGN ERRORS OR OMISSIONS IN THE FURNISHED DRAWINGS, PLANS, SPECIFICATIONS AND OTHER CONSTRUCTION DOCUMENTS, AND HAS NO AUTHORITY TO NOTIFY ARCHITECT OF SAME. BY ENTERING INTO THE CONTRACT DOCUMENTS OR ANY AGREEMENT WITH ANY ARCHITECT, OWNER DOES NOT WARRANT THE ADEQUACY AND ACCURACY OF ANY DRAWINGS, PLANS, SPECIFICATIONS OR OTHER CONSTRUCTION DOCUMENTS.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 THE OWNER SHALL COORDINATE THE SERVICES OF ITS OWN CONSULTANTS WITH THOSE SERVICES PROVIDED BY THE ARCHITECT. UPON THE ARCHITECT'S WRITTEN REQUEST, THE OWNER SHALL FURNISH COPIES OF THE SCOPE OF SERVICES IN THE CONTRACTS BETWEEN THE OWNER AND THE OWNER'S CONSULTANTS. THE ARCHITECT SHALL IDENTIFY, IN WRITING, AND REASONABLY DEMONSTRATE ALL REQUIRED SERVICES OTHER THAN THOSE DESIGNATED AS THE RESPONSIBILITY OF THE ARCHITECT. THE OWNER SHALL, AT ITS OPTION, AUTHORIZE THE ARCHITECT TO FURNISH THEM AS AN ADDITIONAL SERVICE.

§ 5.8 The

Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's WORK.

§ 5.11 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.14 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 FOR PURPOSES OF THIS AGREEMENT, THE FINAL/ACTUAL COST OF THE WORK SHALL BE THE TOTAL COST TO THE OWNER, AS APPROVED BY THE OWNER'S CITY COMMISSION, TO CONSTRUCT ALL ELEMENTS OF THE PROJECT DESIGNED OR SPECIFIED BY THE ARCHITECT. THE FINAL/ACTUAL COST OF THE WORK DOES NOT INCLUDE THE COMPENSATION OF THE ARCHITECT; THE COSTS OF THE LAND, RIGHTS-OF-WAY, FINANCING, OR CONTINGENCIES FOR CHANGES IN THE WORK; OR OTHER COSTS THAT ARE THE RESPONSIBILITY OF THE OWNER.

§ 6.1.1 THE FINAL/ACTUAL COST OF THE WORK SHALL BE THE FIGURE USED TO CALCULATE THE FEE AS DEFINED IN SECTION 11.1.2.

- 1 UNTIL A FINAL/ACTUAL COST OF THE WORK IS DETERMINED, AND INITIAL BUDGET, AS LISTED IN SECTION 1.1.3, SHALL BE USED AS A TEMPORARY PLACEHOLDER.
- 2 THE SUM OF THE LOWEST BONAFIDE GENERAL CONTRACTOR PROPOSAL, AS SOLICITED BY THE OWNER TO COMPLETE THE WORK AS REFLECTED IN THE FINAL SEALED CONSTRUCTION DOCUMENTS SHALL BE USED AS THE FINAL/ACTUAL COST OF THE WORK, WHETHER OR NOT THE OWNER CHOOSES TO MODIFY THE PROJECT FOR COST SAVINGS OR WHETHER OR NOT THE OWNER ELECTS TO PROCEED WITH CONSTRUCTION OF THE PROJECT.
- 3 IF THE OWNER SELECTS A GENERAL CONTRACTOR PROPOSAL THAT IS A GREATER DOLLAR AMOUNT THAN THE LOWEST BONAFIDE PROPOSAL, THEN THAT FIGURE SHALL BE USED AS THE FINAL/ACTUAL COST OF THE WORK, WHETHER OR NOT THE

OWNER CHOOSES TO MODIFY THE PROJECT FOR COST SAVINGS OR WHETHER OR
NOTE THE OWNER ELECTS TO PROCEED WITH CONSTRUCTION OF THE PROJECT.

§ 6.2 The Owner's INITIAL budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies, AS APPROVED BY CITY COMMISSION, for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall, AT THE OWNER'S REQUEST, make appropriate recommendations to the Owner to adjust the Project's size, quality, MATERIALS OR SUPPLIES, SCOPE, AND/or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5.1 IF, UPON NOTIFICATION THAT THE ESTIMATED COST OF THE WORK EXCEEDS THE OWNER'S BUDGET, THE OWNER CHOOSES TO PROCEED WITHOUT ADJUSTING THE PROJECT'S SIZE, QUALITY, MATERIALS OR SUPPLIES, THE OWNER AUTOMATICALLY ACCEPTS THE INCREASED BUDGET FOR COST OF THE WORK, SUBJECT TO SECTION 6.1.1.2. THE NEW INCREASED COST OF THE WORK HENCEFORTH BECOMES THE BASIS FOR FEE CALCULATIONS IN ACCORDANCE WITH SECTION 11.1.2.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time, WHILE STILL ADHERING TO SECTION 6.1.1.2;
- .3 terminate in accordance with Section 9.5, WHILE STILL ADHERING TO SECTION 6.1.1.2;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work, WHILE STILL ADHERING TO SECTION 6.1.1.2, OR
- .5 implement any other mutually acceptable alternative, WHILE STILL ADHERING TO SECTION 6.1.1.2.

THE OWNER RESERVES ITS RIGHTS TO ACCEPT OR REJECT ALL INFORMALITIES DURING THE PROCURMENT PROCESS AND TO ACCEPT BIDS OR NEGOTIATED PROPOSALS THAT ARE DEEMED TO BE THE BEST AND MOST ADVANTAGEOUS TO THE OWNER.

§ 6.7 IF THE OWNER CHOOSES TO PROCEED UNDER SECTION 6.6.4, THE ARCHITECT SHALL MODIFY THE CONSTRUCTION DOCUMENTS AS NECESSARY TO COMPLY WITH WTHE OWNER'S BUDGET FOR THE COST OF THE WORK AT THE CONCLUSION OF THE CONSTRUCTION DOCUMENTS PHASE SERVICES, OR THE BUDGET AS ADJUSTED UNDER SECTION 6.6.1. IF THE

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OWNER REQUIRES THE ARCHITECT TO MODIFY THE CONSTRUCTION DOCUMENTS BECAUSE THE LOWEST BONA FIDE BID OR NEGOTIATED PROPOSAL EXCEEDS THE OWNER'S BUDGET FOR THE COST OF THE WORK DUE TO MARKET CONDITIONS THE ARCHITECT COULD REASONABLY ANTICIPATE, OTHERWISE THE ARCHITECT'S SERVICES FOR MODIFYING THE CONSTRUCTION DOCUMENTS SHALL BE WITHOUT ADDITIONAL COMPENSATION.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting THE ARCHITECTURAL AND CONSTRUCTION DOCUMENTS, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the

contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

(Paragraphs Deleted)

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give TWENTY (20) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have MAINTAINED APPROPRIATE LIABILITY UP TO THE TIME OF SUSPENSION AND no liability to the Owner for delay or damage caused the Owner DURING such suspension of services. Before resuming services, the Owner shall LIMIT COMPENSATION TO THE AMOUNTS EARNED TO DATE OF SUSPENSION. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be LIMITED TO AMOUNTS EARNED TO THE DATE OF SUCH SUSPENSION. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may UPON TWENTY (20) ADDITIONAL DAYS WRITTEN NOTICE TO THE OWNER, TERMINATE THIS AGREEMENT.

§ 9.4 Either party may terminate this Agreement upon not less than TWENTY (20) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than TWENTY (20) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 IF THE OWNER TERMINATES THIS AGREEMENT FOR ITS CONVENIENCE PURSUANT TO SECTION 9.5, OR THE ARCHITECT TERMINATES THIS AGREEMENT PURSUANT TO SECTION 9.3, THE ARCHITECT SHALL NOT BE ENTITLED TO RECEIVE FURTHER PAYMENT UNTIL THE WORK IS FINISHED. ANY FURTHER PAYMENT SHALL BE LIMITED TO AMOUNTS EARNED TO THE DATE OF TERMINATION..

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$20,000.00)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of FINAL Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the STATE OF TEXAS, AND ANY LITIGATION SHALL BE CONDUCTED IN STATE DISTRICT COURT. MANDATORY AND EXCLUSIVE VENUE FOR ANY DISPUTES SHALL BE IN HIDALGO COUNTY, OR IF NO COUNTY IS SPECIFIED, THE THE COUNTY IN WHICH THE OWNER'S MAIN ADMINISTRATIVE OFFICE IS LOCATED.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 THE OWNER AND ARCHITECT, RESPECTIVELY, BIND THEMSELVES, THEIR AGENTS, SUCCESSORS, ASSIGNS, AND LEGAL REPRESENTATIVES TO THE OTHER PARTY HERETO AND TO PARTNERS, SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES OF SUCH OTHER PARTY IN RESPECT TO COVENANTS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THIS AGREEMENT. NEITHER PARTY TO THE AGREEMENT SHALL ASSIGN THIS AGREEMENT, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF THE OTHER. IF EITHER PARTY ATTEMPTS TO MAKE AN ASSIGNMENT WITHOUT SUCH CONSENT, THAT PARTY SHALL NEVERTHELESS REMAIN LEGALLY RESPONSIBLE FOR ALL OBLIGATIONS UNDER THE AGREEMENT.

(Paragraph Deleted)

THE INVALIDITY OF ANY PART OR PROVISION OF THE AGREEMENT SHALL NOT IMPAIR OR AFFECT IN ANY MANNER WHATSOEVER THE VALIDITY, ENFORCEABILITY OR EFFECT OF THE REMAINDER OF THE AGREEMENT.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect MAY have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 THIS AGREEMENT IS SUBJECT TO ALL APPLICABLE FEDERAL AND STATE LAWS, RULES, AND REGULATIONS. INVALIDITY OF ANY PORTION OF THIS AGREEMENT UNDER THE LAWS OF THE STATE OF TEXAS OR OF THE UNITED STATES SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS AGREEMENT.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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User Notes:

(3B9ADA41)

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

SEVEN AND ONE-HALF (7.5 %) of the FINAL/ACTUAL COST OF THE WORK, AS DESCRIBED IN SECTIONS 6.1 AND 6.1.1. FEES SHALL BE BASED ON THE INITIAL BUDGET FOR THE COST OF THE WORK, AS SET FORTH IN SECTION 1.1.3, UNTIL THE FINAL/ACTUAL COST OF THE WORK IS ESTABLISHED, AT WHICH POINT FEES SHALL BE RECONCILED FOR ALL PHASES OF WORK.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 4.1.2.2.1 – SITE ANALYSIS: LUMP SUM FEE OF FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00)

§ 4.1.2.2.2 – PRE DESIGN PROGRAMMING: LUMP SUM FEE OF TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00)

§ 4.1.2.2.3 – OPERATION & MANAGEMENT BUDGET PLAN: LUMP SUM FEE OF FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00)

§ 4.1.2.2.4 – AQUATIC PLANNING AND DESIGN CONSULTANT: LUMP SUM FEE OF SIXTY THREE THOUSAND ONE HUNDRED DOLLARS AND ZERO CENT (\$63,100.00), PROVIDED THAT THE SWIMMING POOL SIZE DOES NOT EXCEED 3,000 SQUARE FEET OF SURFACE AREA. THIS COST INCLUDES FOUR (4) SITE VISITS WITH REIMBURSEMENT FOR TRAVEL AND LODGING.

§ 4.1.2.2.5 – BUILDING INFORMATION MODEL MANAGEMENT: NO ADDITIONAL FEE

§ 4.1.2.2.6 – LANDSCAPE DESIGN: NO ADDITIONAL FEE

§ 4.1.2.2.7 – COORDINATION OF OWNER'S CONSULTANTS: NO ADDITIONAL FEE

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

HOURLY, AS DEFINED IN SECTION 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

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(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	FIFTEEN	percent (	15	%)
Design Development Phase	TWENTY	percent (	20	%)
Construction Documents Phase	FORTY	percent (	40	%)
Procurement Phase	FIVE	percent (	5	%)
Construction Phase	TWENTY	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
ARCHITECT/PRINCIPAL	\$350/HOUR
PROJECT MANAGER	\$250/HOUR
DRAFTSMAN	\$150/HOUR
CLERICAL	\$75/HOUR
ENGINEER CONSULTANT	\$250/HOUR

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

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Site office expenses;

.10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus TWO percent (2 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

NOT APPLICABLE

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services COMPLETED shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid THIRTY (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

INTEREST PURSUANT TO TEXAS GOVERNMENT CODE § 2251.025

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement, AS AMENDED, represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. ANY REVISION, AMENDMENT, OR MODIFICATION TO THE STANDARD FORM OF THE AGREEMENT SHALL BE VALID, BINDING, AND ENFORCEABLE ONLY IF SIGNED BY THE ARCHITECT AND THE AUTHORIZED REPRESENTATIVE OF THE OWNER'S CITY COMMISSION. IN THE EVENT OF CONFLICT, TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, AS AMENDED, SHALL TAKE PRECEDENCE OVER TERMS AND CONDITIONS CONTAINED IN THE GENERAL CONDITIONS, AS AMENDED, AND THE TERMS AND CONDITIONS CONTAINED IN OTHER CONTRACT DOCUMENTS,

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THEN THE REQUEST FOR PROPOSALS SHALL TAKE PRECEDENCE OVER THE PROPOSAL, UNLESS SPECIFICALLY AGREED OTHERWISE HEREIN. ANY REFERENCE TO ANY CONTRACT DOCUMENT SHALL MEAN THE DOCUMENT AS AMMENDED AND/OR SUPPLEMENTED FOR THIS PROJECT. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.1.1 TO BE EFFECTIVE, ALL CONTRACT DOCUMENTS REQUIRING SIGNATURES MUST BE SIGNED BY THE ARCHITECT AND THEN BY THE OWNER'S AUTHORIZED REPRESENTATIVE, AFTER APPROVAL BY THE OWNER'S CITY COMMISSION. IF AN APPROVED CONTRACT DOCUMENT REQUIRING SIGNATURE HAS NOT BEEN SIGNED, THEN THE MISSING SIGNATURE SHALL BE PROVIDED WITHIN A REASONABLE PERIOD OF TIME. FAILURE TO SIGN THE CONTRACT DOCUMENT AFTER NOTICE AND A REASONABLE OPPORTUNITY TO SIGN SHALL BE CONSIDERED A MATERIAL BREACH OF CONTRACT.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

(Paragraphs Deleted)

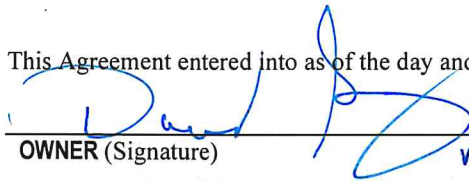
(Paragraph Deleted)

(Paragraph Deleted)

.2 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)
MR. DAVID SUAREZ MAYOR – CITY OF
WESLACO, TEXAS
(Printed name and title)


ARCHITECT (Signature)
SAM GARCIA, RA, AIA PRINCIPAL – SAM
GARCIA ARCHITECT, LLC
(Printed name, title, and license number, if required)

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