



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
MONDAY, SEPTEMBER 23, 2024**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Special Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Monday, September 23, 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. Pledge of Allegiance.
- C. Roll Call.

II. PUBLIC COMMENTS

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

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

III. NEW BUSINESS

- A. Discussion and consideration on final reading of Ordinance 2024-26 for the moratorium pertaining to applications for duplexes, triplexes, four-plexes and multifamily residential development and authorize the Mayor to execute any related documents. Possible action. (First reading held September 17, 2024; staffed by Planning and Code Enforcement Department.)
- B. Discussion and consideration on the petition from Santos Villanueva Investments LLC for the release of Lot 3, Santos Villanueva Subdivision, Hidalgo County, Texas real property located in the City's Extraterritorial Jurisdiction and authorize the Mayor to

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

- C. Discussion and presentation of Code of Ordinance City of Weslaco, Texas, Chapter 142, Vehicle Wrecker and Towing Services. (Staffed by Police Department.) Attachment.
- D. Discussion and consideration on the Election Services Contract with Hidalgo County Elections Department to conduct the General Election of November 5, 2024, pursuant to Texas Election Code Chapter 271 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary.) Attachment.

IV. REPORTS

- A. Park Renovation Project - Architect's Report for Isaac Rodriguez and Mayor Pablo Pena Park. (Staffed by Parks and Recreation Department.)

V. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the 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 regarding real property legally described as Lots 9 and 10, Block 5, Gonzales 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.

VI. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VII. ADJOURNMENT

I hereby certify this **Notice of a Special Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 20th day of September 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 Office at (956) 968-3181, Ext. 1001 prior to the meeting date.

Removed from Bulletin Board

Date:

Initials:

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

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

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

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



Standardized Agenda Request Form

Date of Meeting: September 23, 2024		Agenda Item No. (to be assigned by CSO): 2024-883	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Pledge of Allegiance. C. 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):			
ADELAIDA VEGA ADELAIDA VEGA Martin Garza		Created	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. C. 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: September 23, 2024		Agenda Item No. (to be assigned by CSO): 2024-905	
From:			
Subject: Discussion and consideration on final reading of Ordinance 2024-26 for the moratorium pertaining to applications for duplexes, triplexes, four-plexes and multifamily residential development and authorize the Mayor to execute any related documents. Possible action. (First reading held September 17, 2024; staffed by Planning and Code Enforcement Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: O2024-26 Moratoruim Ord 2024-26			
Responsibilities upon Approval:			

ORDINANCE NO. 2024-26

AN ORDINANCE OF THE CITY OF WESLACO, TEXAS, ("CITY") ENACTING A MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR APPLICATIONS AND PLANS FOR DEVELOPMENT FOR PERMITS, PLATS, REZONINGS, AND SITE PLANS FOR DUPLEXES, TRIPLEXES, FOURPLEXES, AND APARTMENT COMPLEXES AND MULTIFAMILY RESIDENTIAL DEVELOPMENTS WITHIN THE CORPORATE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION OF WESLACO FOR NEW PROJECTS, IN ACCORDANCE WITH CHAPTER 212 SUBCHAPTER E, OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR WRITTEN FINDINGS OF FACT, DEFINITIONS, APPLICABILITY, EXPIRATION, EXTENSION, EXEMPTIONS AND WAIVERS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING CONFLICT AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco, Texas ("City") is a home rule municipality operating pursuant to the laws of the State of Texas and its Charter, by and through its duly elected City Commission ("City Commission") members; and

WHEREAS, the City Commission of the City of Weslaco as a duly elected legislative body, finds that it is facing significant water supply capacity issues coupled with historic drought and extreme heat that existing City ordinances were not designed to address; and

WHEREAS, City will have additional time to research and promulgate updates to its Comprehensive Master Plan, including its Land Use Plan, subdivision and zoning ordinances as well as plan for updated needs of the public facilities, public services of the City of Weslaco; and

WHEREAS, the City Commission finds that such actions are necessary to preserve the health, safety, and general welfare of the community; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its citizens to adopt and enact a moratorium under Local Government Code Chapter 212, Subchapter E, in order to temporarily suspend the acceptance of applications and plans for development for permits, plats, rezonings, and site plans for duplexes, triplexes, fourplexes, and apartment complexes and multifamily residential developments within the corporate city limits and Extraterritorial Jurisdiction of Weslaco for new projects; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an ordinance, rule, or police regulations that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, Texas Local Government Code Chapters 211, 212, 213, 214, and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures, and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in an efficient, conscious, and responsible manner; and

WHEREAS, the City Commission has determined that it is necessary to the health, safety, and welfare of the people within its city limits and Extraterritorial Jurisdiction to encourage and promote the development and use of the City's utility and supply systems to serve the needs of the citizens within its jurisdiction and CCN's and to prevent failure of utility within the system; and

WHEREAS, the City's engineer department is conducting an analysis to determine the adequacy of the City's current facilities, and the need beyond the estimated capacity that is expected to result from properties currently in development, and

WHEREAS, the City Commission finds that certain essential facilities to the City is inadequate and insufficient to adequately serve new duplexes, triplexes, fourplexes, and apartment complexes and multifamily residential developments as demonstrated in **Attachment "A"**; and

WHEREAS, until actions can be taken to increase, repair, replace and/or upgrade the facilities of the City of Weslaco, conduct the necessary studies and adopted the associated development ordinances and fees the City Commission finds that allowing for additional development of new duplexes, triplexes, fourplexes, and apartment complexes and multifamily residential to the City will only exacerbate the situation; and

WHEREAS, the City Commission finds that a moratorium on the acceptance, authorization, and approvals necessary for duplexes, triplexes, fourplexes, and apartment complexes and multifamily residential developments (consisting of the subdivision, re-platting, rezoning or construction) is reasonable and necessary to prevent the facility issues from becoming worse, will allow the City time to address the measures needed to remedy the inadequacies, and to secure funds to pay for such remedial measures; and

WHEREAS, the City Commission finds that further evaluation of the existing infrastructure and development is needed before additional growth and development within the City and the Extraterritorial Jurisdiction in order to protect the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, the City Commission desires to study and evaluate the impact of further development, the need to increase, repair, replace and/or upgrade facilities and infrastructure, the need for ordinances addressing the concerns, and issues that will affect future growth and development of the area within its jurisdiction; and

WHEREAS, the City Commission finds this evaluation process may require community input and will take a reasonable amount of time to complete; and

WHEREAS, in order for the City to have adequate and reasonable time to review, evaluate, and conduct feasibility studies for Street and Utility Impact Fees, prepare Capital Improvement and Land Use Assessment plans to update the City's Subdivision, Zoning and Building Ordinances and to consider the impact of the ordinances upon future growth, public health and safety, development, and the natural environment within the City's jurisdiction, the City Commission wishes to maintain the status quo by implementing a moratorium, during which certain applications for duplexes, triplexes, fourplexes, and apartment complexes and multifamily residential developments for approvals will be suspended; and

WHEREAS, in recognition of the importance of development permits and/or approvals to the community, the City Commission desires to implement this moratorium for a stated and fixed time period, and to include a waiver provision in accordance with Local Government Code Chapter 212, Subchapter E; and

WHEREAS, all notices and hearings, including a hearing by the Planning and Zoning Commission and City Commission, have been published and held in accordance with applicable statutes, laws, and regulations; and

WHEREAS, based on the findings contained herein, information provided by the City's engineer and staff, and the evidence submitted at public hearings, the City Commission has determined that existing ordinances and regulations and other applicable laws are inadequate to prevent existing essential public facilities related to utility capacity from exceeding capacity, thereby being detrimental to the public health, safety, and welfare of the residents of Weslaco; and

WHEREAS, the City Commission finds that the enactment of this Ordinance is directly related to the immediate preservation of the public health, safety, and welfare.

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

SECTION 1. FINDINGS OF FACT: The foregoing recitals are incorporated into this Ordinance by reference as legislative findings of fact as if expressly set forth herein.

SECTION 2. DEFINITIONS: As used in this Ordinance, these terms shall be defined as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined by the City, then the common meanings in accordance with ordinary usage.

A. Essential Public Facilities: means water and sanitary sewer supply facilities provided by the City, as defined in Local Government Code, section 212.131(1).

B. Project: means an endeavor over which a regulatory agency exerts its jurisdiction and for which one or more permits are required to initiate, continue, or complete the endeavor.

C. Property Development: means subdivision or re-platting of a subdivision of duplexes, triplexes, fourplexes, and apartment complexes and multifamily residential developments.

E. Multi-family Property: means property zoned for or otherwise authorized for multi-family use, which includes all zoning use districts set forth in Chapter 150 of the City's Code of Ordinances as R-2 and R-2-AC

SECTION 3. APPLICABILITY: The City of Weslaco hereby enacts a moratorium on the acceptance and processing of applications and other forms of municipal authorizations related to Property Development of Multi-Family Property. **This moratorium applies to:**

- 1) **all Multi-Family Property currently inside the City of Weslaco City Limits, and**

- 2) **all Multi-Family Property located within the City of Weslaco Extraterritorial Jurisdiction**, unless the Project is issued an exemption or waiver by the City (as provided below). Additionally, the moratorium does not apply to Projects associated with religious usage or K-12 schools.

SECTION 4· EXPIRATION; EXTENSION: The moratorium expires on the 120th day after the date this Ordinance is adopted, unless it is extended in accordance with section 212.136 of the Texas Local Government Code.

SECTION 5· EXEMPTION FROM THE MORATORIUM

A. Exemption. Upon application from the property owner or the property owner's designee, the Planning and Code Enforcement Director or their designee and will present to the City Commission to determine a Project is exempt from the moratorium in the follow instances:

1. **No Impact Project.** The City may determine the moratorium implemented by this Ordinance does not apply to a Project that does not impact the existing utility systems.
2. **Projects in Progress.** As set forth in section 212.139(a) of the Texas Local Government Code, the City may determine the moratorium implemented by this Ordinance does not apply to a Project in progress under Chapter 245 of the Texas Local Government Code. New Property development applied for as part of a previously approved Project may proceed once an exemption is applied for and approved as described herein.

B. Procedure for Issuing an Exemption.

1. **Application.** Property owners, or their designee, asserting an exemption from the moratorium must submit an Exemption Request application. This application may be submitted at any time prior to or along with a Project application. Failure to receive an exemption shall be grounds for denial of the Project. The Exemption Request application form is available on the City's website or from the Planning & Code Enforcement Department. All Exemption Request applications must be submitted by email to the Planning & Code Enforcement Director, as indicated on the application form. Exemption Request applications are not considered received by the City if the application is incomplete.
2. **Determination.** The City Commission or their designee, will make the determination on the Exemption Request on behalf of the City. The City Commission or their designee will provide a determination within 30 days of receiving the complete application. The City Commission or their designee's determination is final and cannot be appealed. Any denial will stand until the moratorium is lifted, unless the Project requesting the exemption has a substantial change and reapplies for an exemption. Once an exemption has been granted for the Project, the exemption shall apply to all applications associated with the Project.

SECTION 6. WAIVER FROM THE MORATORIUM

A. Waivers. A property owner, or designee, may apply for a waiver from the moratorium relating to the property subject to the moratorium by:

1. Claiming a right obtained under a development agreement with the City;
or
2. Providing the Essential Public Facilities that are the subject of the moratorium at the property owner's cost.

B. Procedure for Issuing a Waiver.

1. **Application.** Property owners, or their designee, requesting a waiver from the moratorium must submit a Waiver Request application in writing on the City's approved form and list the reasons for requesting the waiver. The Waiver Request application form is available on the City's website or from the Planning & Code Enforcement Department. Waiver Request applications may only be submitted on the "Submittal Date," as determined by the Planning City Commission Director or their designee. Waiver Request applications submitted outside of the Submittal Date will be considered received by the City on the next Submittal Date.

Property owners or their designee must receive a waiver prior to the submittal of any Projects. Failure to receive a waiver shall be grounds for denial of the Project. All Waiver Request applications must be submitted by email to the Planning & Code Enforcement Director, as indicated on the application form. Waiver Request applications are not considered received by the City if the application is incomplete.

2. **Determination.** The City Commission will vote on whether to grant the waiver request within 10 days after the date of receiving the written request. Any denial will stand until the moratorium is lifted, unless the project requesting the waiver has a substantial change and reapplies for a waiver. New projects applied for as part of a development agreement may proceed once a waiver from the moratorium is granted by the City Commission. Once a waiver has been granted for the Project, the waiver shall apply to all applications associated with the Project.

SECTION 7. CONFLICTS: In the case of any conflict between the other provisions of this Ordinance and any existing ordinance of the City, the provisions of this Ordinance will control.

SECTION 8. SEVERABILITY: If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 9-ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this moratorium is subject to all remedies available by law, including suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this Ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Ordinance and to seek all remedies as allowed by law and/or equity.

SECTION 10. EFFECTIVE DATE: This Ordinance shall be effective immediately upon passage.

SECTION 11. PROPER NOTICE & MEETING: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice and public hearings were also provided as required by Texas Government Code Chapter 212, Subchapter E.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of September, 2024.

PASSED AND APPROVED on second reading at a special meeting of the City Commission this 23rd day of September 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: September 23, 2024		Agenda Item No. (to be assigned by CSO): 2024-918	
From:			
Subject: Discussion and consideration on the petition from Santos Villanueva Investments LLC for the release of Lot 3, Santos Villanueva Subdivision, Hidalgo County, Texas real property located in the City's Extraterritorial Jurisdiction and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement 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 REBEKAH DE LA FUENTE Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Landowner's petition, Legal description, Lot 3, Santos Villanueva Sub, Survey			
Responsibilities upon Approval:			

Landowner's Petition for Release of Area from Extraterritorial Jurisdiction

Under Sec. 42.101 et seq. of Local Government Code

To: City of Weslaco, c/o Norma A. Cantu, City Secretary, 255 S. Kansas Ave, Weslaco, Texas 78596.

This petition is submitted to the City of Weslaco (the "City) under Sec. 42.102(b) by Santos Villanueva Investments LLC ("Petitioner"), the owner of certain real property located within the City's extraterritorial jurisdiction as depicted on the field notes and map attached hereto as Exhibit A and further described as:

Lot 3 Santos Villanueva Subdivision, Hidalgo County Texas.

Petitioner respectfully requests that the City act on this petition immediately as required by Sec. 42.105 (c) of the Local Government Code. If the City fails to do so, the Property will be released by operation of law under Sec. 42.105 9b) of the Local Government Code.

Respectfully submitted,

Santos Villanueva Investments LLC

By: Paula Villanueva

Paula Villanueva, Authorized Representative

414 W Mile 10 N

Weslaco, Texas 78599

956-376-6022

RECEIVED

SEP 17 2024

BY: NC 8:47am

DESCRIPTION OF LOT 3,
SANTOS VILLANUEVA SUBDIVISION,
HIDALGO COUNTY, TEXAS

Being 0.71 of one acre of land situated in Hidalgo County, Texas and being all of Lot 3 of Santos Villanueva Subdivision as per map recorded in Document #2038842 of the Hidalgo County Map Records and said 0.71 of one acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point for the southeast corner of said Lot 3, Santos Villanueva Subdivision for the southeast corner of said tract herein described;

THENCE, WEST, 85.45 feet with the south line of said Lot 3 and the north right-of-way line of Mile 10 North Road to a point for the southwest corner of said Lot 3 and the southwest corner of said tract herein described;

THENCE, NORTH, 255.00 feet with the west line of said Lot 3 and the east line of Lot 2 to a point for the northwest corner of said Lot 3, an inside corner of said Lot 2 and the northwest corner of said tract herein described;

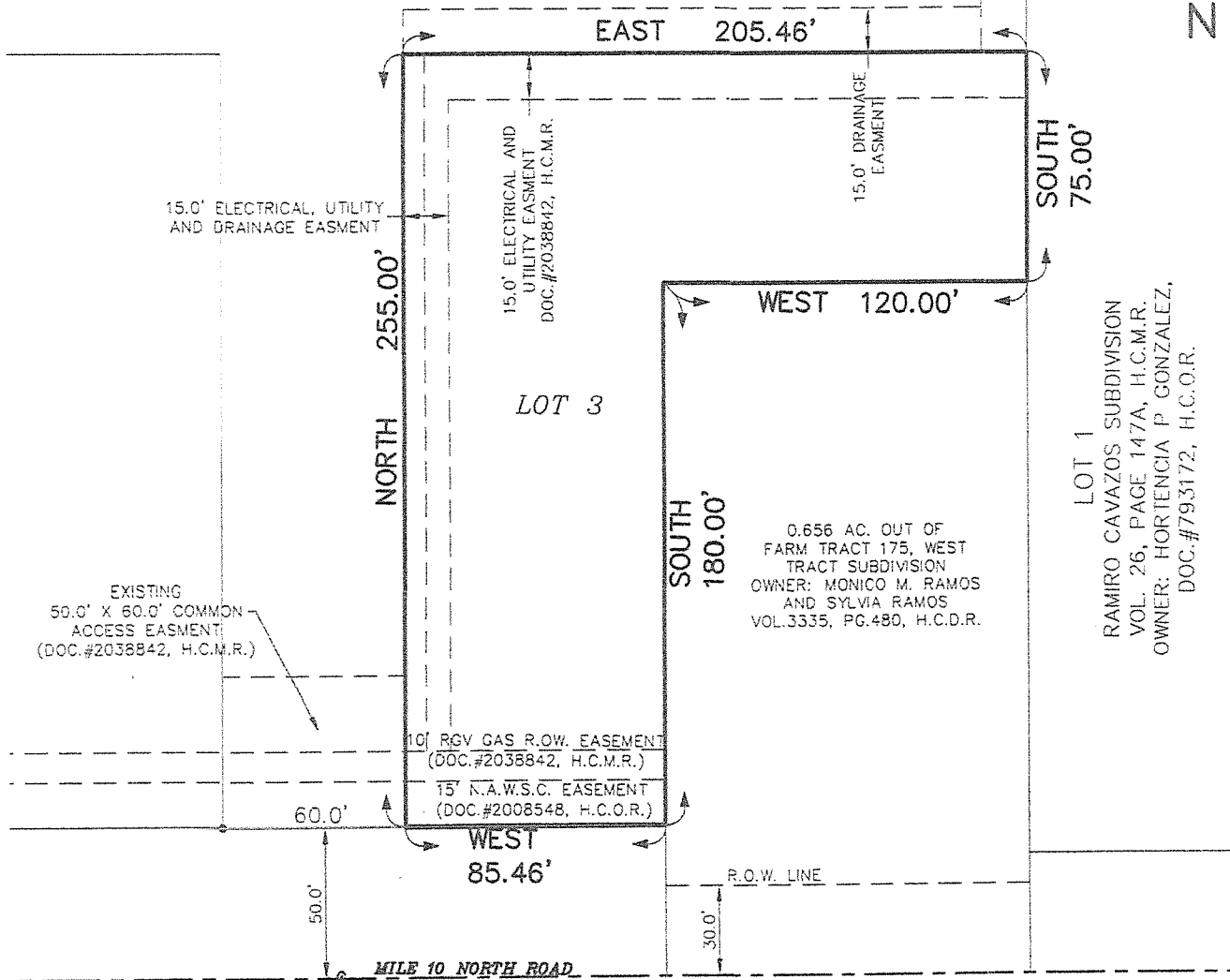
THENCE, EAST, 205.46 feet with the north line of said Lot 3 and the south line of said Lot 2 to a for the northeast corner of said Lot 3, a corner of said Lot 2 and the northeast corner of said tract herein described;

THENCE, SOUTH, 75.00 feet with the east line of said Lot 3 and the west line of Lot 1, Ramiro Cavazos Subdivision, as per map recorded in Volume 26, Page 147A of the Hidalgo County Map Records, to a point for a corner of said Lot 3 and a corner of said tract herein described;

THENCE, WEST, 120.00 feet with the south line of said Lot 3 and the north line of a 0.656 acre tract of land described in Volume 3335, Page 480 of the Hidalgo County Deed Records, to a point for an inside corner of said Lot 3, the northwest corner of said 0.656 acre tract and an inside corner of said tract herein described;

THENCE, SOUTH, 180.00 feet with the east line of said Lot 3 and the west line of said 0.656 acre tract to the POINT OF BEGINNING and containing 0.71 of one acre of land more or less.

LOT 2
SANTOS VILLANUEVA SUBDIVISION
DOC.#2038842, H.C.M.R.
OWNER: SANTOS VILLANUEVA AND
PAULA LOPEZ



PROPERTY ADDRESS: 402 W MILE 10 ROAD
WESLACO, TEXAS 78599

EXHIBIT SHOWING
LOT 3, SANTOS VILLANUEVA SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN DOCUMENT #2038842, H.C.M.R.

ROBLES
ENGINEERING, LLC
FIRM NO.F-17391

PO BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS 78596

PHONE (956) 958-2422
FAX (956) 959-2011



Standardized Agenda Request Form

Date of Meeting: September 23, 2024		Agenda Item No. (to be assigned by CSO): 2024-906	
From:			
Subject: Discussion and presentation of Code of Ordinance City of Weslaco, Texas, Chapter 142, Vehicle Wrecker and Towing Services. (Staffed by Police 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):			
JOEL RIVERA JOEL RIVERA Martin Garza		Created/Initiated Approved New	
City Manager Comments: Presentation only.			
Staff Recommendation: Recommendations within spreadsheet			
Attachments, if any: Current Ordinance (partial), Wrecker Service spreadsheet with recommendation			
Responsibilities upon Approval:			

Sec. 142-9. Wrecker selection; use of wrecker rotation list.

- (a) When a police officer investigating an accident, making an arrest, or otherwise performing duties as a police officer determines that any vehicle on a public street is unable to proceed safely under its own power or determines that the operator thereof is unable to operate such vehicle, such officer shall request the operator for the name of the wrecker company the operator desires to remove the vehicle. When the operator has named the wrecker company desired, the police officer shall communicate that fact immediately to the police department headquarters, and it shall be the duty of the person receiving such information at headquarters to call the designated company or authorized agent of such company to send a wrecker to the scene of the vehicle.
- (b) In the event the owner of a vehicle involved is not available or the operator of such vehicle is unable to name the wrecker company desired or refuses to name one, the investigating officer shall communicate this fact immediately to police department headquarters so that a wrecker can be selected from the wrecker rotation list.
- (c) Upon receiving a communication advising the police department of the need for a wrecker from the wrecker rotation list the police department headquarters shall call the wrecker company next on the rotation list to remove the vehicles involved. If there are no wreckers available at the wrecker service on call, or if the police department cannot immediately make contact with the wrecker service on call, the police department shall proceed through the wrecker rotation list until a wrecker is located that is available and ready to proceed immediately to the scene of the incident requiring a vehicle to be removed.

(Code 1969, § 29½-9; Ord. No. 2001-02, § 9, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012)

Sec. 142-10. Establishing a limit on the number of wrecker companies on wrecker rotation list.

The maximum number of wrecker companies on the rotation list shall not exceed 13. The chief of police or his designee shall determine which 13 wrecker companies will be included on the rotation list using information indicating the location, response time to calls and overall compliance with section 142-11 of this chapter by wrecker company.

(Code 1969, § 29½-10; Ord. No. 2001-02, § 10, 3-6-2001; Ord. No. 2008-34, § I, 10-21-2008; Ord. No. 2012-14, § I, 6-28-2012; Ord. No. 2016-08, 4-5-2016)

Sec. 142-11. Wrecker rotation list; procedures and requirements to be placed on list.

- (a) The police department shall maintain a list of wrecker companies on the wrecker rotation list and a wrecker rotation schedule indicating which wrecker company is on call for service at any time.
- (b) Wrecker companies that want to be placed on the wrecker rotation list shall provide the following information and documents and comply with the following requirements:
 - (1) Have been issued a safety and insurance compliance certificate by the city;
 - (2) Have applied to be on the wrecker rotation list;
 - (3) Have a minimum of one wrecker with lawful drivers readily available to answer calls from the police department or fire department during such times that the wrecker service is on call for services;
 - (4) Maintain an office building and storage compound within five miles (geodesic distance) from any point of the City of Weslaco jurisdictional boundary line and operated on a daily basis (Monday through

Friday), with normal working hours from 8:00 a.m. to 5:00 p.m., with an employee physically present at the business during such normal working hours. The office building shall be served by a telephone with a number provided to the police department for calls during normal working hours. If the office is not manned 24 hours per day, seven days per week, the wrecker service shall also provide the police department with a telephone number for calls after normal working hours, weekends and holidays. An answering service or answering device shall not be used;

- (5) Storage compounds shall be maintained outside the city limits;
- (6) The storage compounds maintained inside the city limits at the time of the passage of the ordinance from which this chapter is derived shall contain sufficient space for storage of at least 20 motor vehicles and fenced with opaque fencing material.
- (c) If there are no wreckers available at the wrecker service on call or if the police department cannot immediately make contact with the wrecker service on call, the police department shall proceed through the wrecker rotation list until a wrecker is located that is available and ready to proceed immediately to the scene of the incident requiring a vehicle to be removed.
- (d) Wrecker service companies on the wrecker rotation list should be able to respond to calls according to the following schedule:
 - (1) During the normal workweek, Monday through Friday, 8:00 a.m. to 5:00 p.m.:
 - a. Within city limits: 20 minutes.
 - b. Outside city limits: 30 minutes.
 - (2) After normal working hours, on weekends or holidays:
 - a. Within city limits: 25 minutes.
 - b. Outside city limits: 35 minutes.

A wrecker service company failing to respond within five minutes of this schedule shall have its call canceled, and the next wrecker service company on the wrecker rotation list shall be called.

- (e) In the event the vehicle to be towed, moved or removed exceeds the capacity of the wreckers operated by the wrecker service company on the wrecker rotation list, or in the event of an emergency wherein life or property is threatened, or in circumstances where the situation requires immediate action to protect life or property, the police department may call any wrecker service with the capability to provide the service needed.
- (f) Operators of wreckers shall abide by any orders or instructions given by the police department or fire department dispatchers or the police officers and firefighters in charge at the scene.
- (g) Operators of wreckers shall maintain tools and other equipment according to the specifications established by the chief of police or his designee.
- (h) Each wrecker service company on the wrecker rotation list shall keep a record of all calls made in response to requests from the city manager or his/her designee, and such records shall include the following information:
 - (1) Date and time of call;
 - (2) Location of vehicle to be towed or removed;
 - (3) Response time;
 - (4) Vehicle owner or operator;
 - (5) Description and disposition of vehicle;

-
- (6) Charges involved;
 - (7) Status of payment for charges;

Such records shall be available for inspection by the city manager or his/her designee at any reasonable time.

- (i) The wrecker rotation schedule maintained by the police department shall list all wrecker services on the list in alphabetical order. Rotation shall be on a per-call basis. The rotation shall be limited to one call per list for any wrecker having interest in another wrecker company;
- (j) A waiting list maintained by the police department shall list any wrecker company, in the order received, which satisfies the procedures and requirements at the time when the maximum number of wrecker companies is already on the rotation list.
- (k) In addition to the fine authorized, a wrecker service company that violates any of the provisions of this chapter shall be subject to removal from the wrecker rotation list upon a hearing and may be placed on the waiting list according to the time when it evidences compliance.

(Code 1969, § 29½-11; Ord. No. 2001-02, § 11, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012; Ord. No. 2016-08, 4-5-2016)

Sec. 142-13. Maximum rates.

- (a) Wrecker companies that volunteer to be placed on the voluntary wrecker list for rotation agree to charge the rates set out herein as a condition of being on the rotation list. The maximum rates or fees authorized to be charged for the following enumerated wrecker services are as follows:
 - (1) Towing a wrecked, disabled vehicle or illegally parked vehicle: \$150.00, flat rate per response with no additional fees allowed for time increments or clean up services.
 - (2) Use of dollies or other specialized equipment, including disconnecting transmission and the use of winches for rollovers or high water retrieval: \$45.00.
 - (3) Towing of trucks exceeding one ton:
 - a. First hour of service (minimum charge): \$75.00.
 - b. Additional time required to remove such vehicles (per working hour): \$75.00.
 - (4) Towing vehicle from outside the city limits: \$15.00 plus per mile to and from location of vehicle, \$1.50.
 - (5) The cost for the storage of a vehicle shall be no more than \$15.00 for the initial 24 hours, and \$15.00 for each day thereafter.
- (b) The total fee charged will be made up of towing, specialized service, and storage fees as enumerated in this section.
- (c) Where any state law, rule or regulation or local master fee schedule as prescribed by this Code requires a different rate for services rendered by a wrecker service or storage facility or any other type of business entity regulated under this chapter, as provided for in this chapter, then such rate shall be followed without the necessity of further amendment of this chapter.

(Code 1969, § 29½-13; Ord. No. 2001-02, § 13, 3-6-2001; Ord. No. 2012-14, § I, 6-28-2012; Ord. No. 2016-08, 4-5-2016)

Local Jurisdiction Annual Permit Fees	Light Duty Fee Class A (10,000 pounds or less)	Medium Duty Fee, Class B (more than 10,000 pounds but less than 26,000)	Heavy Duty Fee, Class C (26,000 Plus pounds)	Storage Costs	Drop Fee
Weslaco (13 Max) \$25 Permit fee	\$150.00	\$75.00 minimum (\$75.00 for additional hour)	\$75.00 minimum (\$75.00 for additional hour)	\$15.00 (Initial 24 hr.) \$15.00 every day after	N/A
Staff recommendations:	\$175.00	\$300	\$525	\$20/ day	\$135 Class A \$190 Class B \$244 Class C
Alamo (1/2000 residents Max) \$100 permit fee	\$200 non-accident \$500 max accident \$350 motorcycle tow	\$650 non-accident \$1250 max accident	\$1500 non- accident \$2000 max accident	Not covered in their code	N/A
Donna (1/6000 residents Max) \$35 permit fee per tow truck	\$125	\$125	\$100 plus \$50+ each hour	\$20 day (exclude 1 st day)	\$40
Mercedes (No Max mentioned) \$200 permit fee for 8 trucks. \$25 for each additional truck.	No maximum rates will be established at this time. Complaints of excessive charges handled by city manager. If	N/A	N/A	N/A	N/A

	unreasonable, that may be grounds for revocation of a permit or license by [of] a business on the rotation list.				
San Juan (1/5000 residents Max) \$25 permit fee	\$272	\$380	\$489 or max total fees of \$978.	\$20 for 25 ft or less \$35 for 25 ft or more	\$135 Class A \$190 Class B \$244 Class C
Harlingen (no Max mentioned) \$15 Permit Fee	\$125	N/A	\$550	\$20 for 25 ft or less \$35 for 25 ft or more	N/A
McAllen (14 Max) \$100 Permit Fee	\$200	\$115 Additional, plus \$115 for each add wrecker needed.	\$115 Additional, plus \$115 for each add wrecker needed.	Not Covered	\$45 on scene \$65 at storage (within 1 ½ hour)
Maximum State Amounts	\$272.00	\$380	Tow – \$489.00 per unit with a total Mac of \$978.00.	\$22.85 for 25 ft or less \$39.99 for 25 ft or more	Not Covered

Other Charges	Towing Outside Limits
Special equipment \$45.00	\$15.00 plus per mile to and from location of vehicle, \$1.50 plus per mile
\$45/winch excluding the first winch \$50 high water	\$150 plus \$7.50 per mile
\$15 administrative \$50 wait time after 1 st hour \$50 Clean-up extra labor	\$150 plus \$1.50 per mile.
\$50 notification fee \$10 wait fee after 30 \$45 special equip	\$1.25 per mile
N/A	N/A

\$50 – High Water \$50 Notification Fee	\$140 plus \$7.50 per mile
\$125 wait time \$43.75/15min debris	N/A
\$50 High water \$7.50/15 min for after 1hr+ \$50 on side or over	\$2.00 for every mile
\$50 notification fee \$22.85 impound fee \$10 LE/Government Fee	Not covered

List of Wreckers Requesting to be on Rotation Record

Wrecker Company	Office Location	Storage Location
5 Star Towing	1316 Hickory St, Edinburg, Texas	11705 W. Edinburg, Lot B Elsa, Texas
Capital Towing	18909 US 77 Expressway, Harlingen, Texas	512 N. Midway Rd. Lob B, Weslaco, Texas
J&J Towing and Recover	710 E Lincoln St. Weslaco, Texas	11705 W. Edinburg, Elsa, Texas
M12 Towing	222 Poco Ln, Mercedes, Texas	4600 E. Mile 12 N, Mercedes, Texas
Villafranca Towing	723 W. Hwy 21, Smithville, Texas 78957	4906 N Mile 4 W, Weslaco, Texas

mmendation based off geodesic distance (as per city ordinance)

	Geodesic Distance	Driving Distance
	5.81 miles	7.5 Miles
	2367 ft.	1 mile
	5.81 Miles	7.5 miles
	2.85 Miles	2.4 Miles
	1.11 Miles	1.5 Miles

Recommend	Notes
No	
Yes	
No	
Yes	
Yes	



Standardized Agenda Request Form

Date of Meeting: September 23, 2024		Agenda Item No. (to be assigned by CSO): 2024-904	
From:			
Subject: Discussion and consideration on the Election Services Contract with Hidalgo County Elections Department to conduct the General Election of November 5, 2024, pursuant to Texas Election Code Chapter 271 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary.)			
Background: The agreement outlines terms, conditions and costs that allow the Hidalgo County Elections Department to conduct the City of Weslaco General Election on November 5, 2024, which includes managing the polling locations during early voting and election day and providing equipment and workers. The local ballot includes At-Large Commissioner and City Commissioner District 3.			
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 ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: 2024 City of Weslaco Estimate, 2024 City of Weslaco Contract			
Responsibilities upon Approval:			



2024 Hidalgo County Elections Contract Estimate

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Weslaco Commissioner AT Large & District #3		DATE: November 5, 2024				
6.01	Coding Services for HART		Price	Quantity	Total	
A	Base Charge: Ballot Coding		\$475.00	1	\$475.00	
B	Ballot Audio Files		\$10.00	10	\$100.00	
C	Election Media per Polling Location(s)		\$100.00	10	\$1,000.00	
D	Verity Controller(s)		\$465.00	10	\$2,325.00	
D	Verity Touch Duo Machine(s)		\$447.00	60	\$13,410.00	
D	Verity Scan and Ballot Box		\$610.00	10	\$3,050.00	
D	Verity Duo Go Carrier (Curbside Voters)		\$150.00	20	\$1,500.00	
E	Delivery/ Pick-up Fee (includes Mileage)		\$1,100.00	1	\$1,100.00	
		Total iVotronic Coding Charges		\$22,960.00		
6.02	Electronic Poll Book (VoteSafe)		Price	Quantity	Total	
A	Voter Registration Database Access (Per Day)		\$100.00	13	\$650.00	
B	EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)		\$150.00	20	\$1,500.00	
C	Printer Labels (per vote)	23838	\$0.03	47676	\$1,430.28	
D	Username/Password - Per Polling Location		\$20.00	10	\$200.00	
		Total Electronic Poll Book Charges		\$3,780.28		
6.03	Supplies		Price	Quantity	Total	
Early Voting Combination Forms		\$0.55	500	\$275.00		
Election Day Combination Forms		\$0.55	500	\$275.00		
Election Judge Kit for Early Voting		\$50.00	1	\$50.00		
Election Judge Kit for Election Day		\$50.00	9	\$450.00		
Verity Access Thermal Code paper (per vote)		\$0.10	23838	\$2,383.80		
EV/ ED Thermal Ballot paper (per vote)		\$0.40	23838	\$9,535.20		
I VOTED stickers (per vote)		\$0.01	23838	\$238.38		
Polling Location Map(s)		\$17.00	10	\$170.00		
100 Sample ballots provided. Additional Copies of Sample Ballots @ \$0.20 each.		\$0.20	2000	\$400.00		
Covid PPE's per location		\$0.00	10	\$0.00		
		Total Supplies Charges		\$13,777.38		
6.04	Mail & Ballot Service		Price	Quantity	Total	
Mail-in-Paper Ballots		\$0.40	450	\$180.00		
Mail-in-Ballots Kit(s) per request		\$2.00	450	\$900.00		
Postage Mail-in-Ballots (per request)		\$0.73	450	\$328.50		
Correspondence Postage		\$0.58	9	\$5.22		
		Total Mail & Ballot Service Charges		\$1,413.72		
6.05	Advertisements/Notices		Price	Quantity	Total	
The Monitor newspaper		\$1,800.00	1	\$1,800.00		
Local newspaper			0	\$0.00		
		Total Advertisement/Notice Charges		\$1,800.00		
6.07	*Payroll for Training and Election Poll Workers		Price	Total		
Payroll for Early Voting Employees		\$22,698.50	\$11,349.25			
Payroll for Election Day Employees		\$14,679.00	\$7,339.50			
		Total Payroll Charges		\$18,688.75		
		Payroll for Staff Overtime		Price		Total
Payroll for Early Voting and Election Day Staff Employees		\$5,500.00		\$5,500.00		
		Total Payroll Charges		\$5,500.00		
6.08	Payroll for Ballot Board		Price	Quantity	Total	
Ballot Board		\$850.00	1	\$850.00		
		Total Ballot Board Charges		\$850.00		
6.10	Insurance		Hourly rate	Hours wk	%	Total
Liability insurance for Early Voting Supervisors (1)		\$ 16.00	179.75	0.0021	\$6.04	
(hourly rate X hrs worked X .0021)						
Liability insurance for Early Voting Alternates (1)		\$ 14.00	179.75	0.0021	\$5.28	
(hourly rate X hrs worked X .0021)						
Liability insurance for Early Voting Clerks (8)		\$ 12.00	1438	0.0021	\$36.24	
(hourly rate X hrs worked X .0021)						
Liability insurance for Election Day Presiding Judges (9)		\$ 16.00	139.5	0.0021	\$4.69	
(hourly rate X hrs worked X .0021)						
Liability insurance for Election Day Alternates (9)		\$ 14.00	139.5	0.0021	\$4.10	
(hourly rate X hrs worked X .0021)						
Liability insurance for Election Day Clerks (54)		\$ 12.00	837	0.0021	\$21.09	
(hourly rate X hrs worked X .0021)						
		Total Insurance Charges		\$77.44		
6.11	Cell Phones		Price	Quantity	Total	
Verizon Wireless phone (subject to change with out notice)		\$45.00	10	\$450.00		
		Total Cell Phone Charges		\$450.00		

THE STATE OF TEXAS §
 § CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, **Hilda Ann Salinas**, hereinafter referred to as “**ADMINISTRATOR**”, on behalf of Hidalgo County, a political subdivision of the State of Texas, and **CITY OF WESLACO** hereinafter referred to as the “**ENTITY**”, pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a **GENERAL ELECTION** to be held on **NOVEMBER 5, 2024**;

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **NOVEMBER 5, 2024** election of the ENTITY(the “Election”); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes, if applicable, two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 271.003 (a) & (b) the location of a common polling place may be a regular county polling place used in a joint election, where the voters of a particular election precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election; and

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a **countywide** polling place program, which allows the commissioners court to eliminate county election precinct polling places and establish **countywide** polling places for the election held on **NOVEMBER 5, 2024**, and any resulting runoff; and

WHEREAS, pursuant to Section 43.007(e), each countywide polling place must allow a voter to vote in the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I PURPOSE

- 1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **NOVEMBER 5, 2024**, and any runoff, if applicable.
- 1.02. If applicable, acknowledgement of Shared Polling Places. The ENTITY acknowledges that the ADMINISTRATOR, as the County's Contracting Officer in accordance with Section 31.092 of the Texas Election Code, may enter into similar Election Services Contracts with any other entity in the same county that may be running their election concurrently. In such event, the ENTITY agrees to share common polling places with the other entities. It is not the intent of this paragraph to establish a joint election, but rather to share services, equipment, and the costs when it is appropriate, efficient, and economical to do so.

ARTICLE II SERVICES

- 2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:
 - A. Procure, provide, code and distribute Hart Hybrid voting systems and election equipment, and transport equipment to and from the polling locations, including Early Voting and Election Day polling locations, for the ENTITY;
 - B. Prepare and provide Hart Hybrid device training for election workers;
 - C. Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every Hart Hybrid voting machine to be utilized by ENTITY during Early Voting and Election Day;
 - D. Procure, provide, prepare and code Electronic Poll Book(s) per polling locations with the Voter Registration Database. To include laptop(s), training for poll book, insurance, and delivery fee, as well as supplies such as but not limited to labels and printer;

- E. Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;
- F. Provide training for Judges/Clerks;
- G. Procure, provide, prepare, and distribute all necessary election supplies, including:
 - 1. Ballots (print and distribution only);
 - 2. Election kits and election paperwork;
 - 3. Ballot boxes and voting booths;
- H. Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;
- I. Procure Early Voting polling places and Election Day polling places;
- J. Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- K. Prepare, distribute, and publicize joint notice of election (Texas Election Code Section 4.003(a)(1) and Early Voting and Election Day schedules; Notice will also be posted on the Hidalgo County elections website (Texas Election Code Section 4.008).
- L. Notify the election judges of the date, time and place of the election;
- M. Procure and pay election judges and clerks for Early Voting and Election Day voting;
- N. Provide general supervision during the contracted Election period. Advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY may be provided on an as needed basis;
- O. Procure and pay Ballot Board members;
- P. Provide information for election officers;
- Q. Provide such incidental related services as may be necessary to conduct the election;
- R. Serve as the Early Voting Clerk;
- S. Establish a Central Counting Station for the purpose of tabulating ballots; and
- T. Tabulate election results in preparation for ENTITY's canvassing.
- U. Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty-two month preservation period.
- V. The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

- W. The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor;
- X. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;
- Y. If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.
 - i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.
 - ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.
 - iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff Election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.
 - iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff.
- Z. Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to prohibiting firearms on the premises of a polling place;

2.02 The ENTITY shall be responsible for performing the following:

- (A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;
- (B) Pay the proportionate cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of \$16.00 per hour for Election Judges and \$14.00 per hour for Alternate Judges and \$12.00 per hour for Clerks for both Early Voting and Election Day. The entity shall pay the proportionate cost of training for Election Workers at the rate of \$10.00 per hour per person, and Delivery / Pick Up Fee of \$50.00 for Election Judges for each Early Voting and Election Day Polling location.
- (C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Election Day;
- (D) Canvass the Election Results for the ENTITY'S governing body;

- (E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:
 - (1) the authority with whom applications of candidates for a place on a ballot are filed; and
 - (2) the authority with whom documents are filed under Title 15. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.
- (F) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election, as applicable;
- (G) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.
- (H) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.
- (I) Create the appropriate sample ballot and candidate placement for the Entity's election. Once confirmed and/or corrected Entity shall verify the appropriateness of their ballot under the law.

ARTICLE III SCHEDULE FOR PERFORMANCE OF SERVICES

- 3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV SERVICES NOT PROVIDED BY COUNTY

- 4.01. ADMINISTRATOR shall have no responsibility for ensuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results. In addition, ADMINISTRATOR shall have no responsibility for creating the appropriate ballot and candidate placement for the Entity's election.

ARTICLE V TERM

- 5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 HART Hybrid voting machines:

- (A) One base charge of \$475.00 for Coding Hybrid voting machines, a \$25.00 additional charge per additional ballot styles and a minimum of a \$10.00 charge for requested changes on Coded Ballot;
- (B) A \$10.00 recording fee for each Audio File;
- (C) Cost of creating election media, such as but limited to V-drives, Verity Keys; etc. at \$100.00 per location.
- (D) A fee of \$610.00 for each Verity Scan/ Ballot Box, a fee of \$150.00 for each Verity Duo Go (curbside voting machine), a fee of \$465.00 for each Verity Controller, and a fee of \$447.00 for each Verity Touch Duo Voting Machine, with a minimum of two per polling site.
- (E) Cost of delivery and pick-up of Verity Duo Voting Equipment for Each Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
- (F) The above described fees shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

- (A) Database access at \$100.00 per day;
- (B) To include but not limited to the Early Voting and Election Day laptop rentals at \$150.00 per location;
- (C) Printer label fee of \$.03 per label (price subject to change);
- (D) Creation of separate Username and password for each polling location at \$20.00 per location;

6.03 Fee for Early Voting and Election Day Combination forms, maps, election kits, Verity Access Thermal code paper and 'I VOTED' stickers. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements (if applicable);

6.06 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered and as applicable;

6.07 (A) Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a the cost of payroll for election workers at \$16.00 per hour for Election Judges, \$14.00 per hour for Alternate Judges and \$12.00 per hour for Clerks for both Early Voting and Election Day. The entity shall also pay the proportionate cost for training of Election Workers at the rate of \$10.00 per hour per person, and the Delivery / Pick Up Fee of \$50.00 for Election Judges for each Early Voting and Election Day polling location.

- (B) Reimburse the County for the cost of payroll overtime incurred by County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);
- 6.08 Pay for the cost of the Early Voting Ballot Board judge at \$16.00 per hour, the Alternate Judge at the rate of \$14.00 per hour, and clerks at the rate of \$12.00 per hour;
- 6.09 One copy of canvass report will be provided to the ENTITY electronically at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;
- 6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;
- 6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of \$10.00 per phone line and a vendor base fee of \$4.99 per phone line;
- 6.12 Billing:
- (A) The form of the invoice to be used in the final billing by the COUNTY, includes good faith estimate of costs which reflects 100% voter turnout based on the total amount of entity's registered voters and is attached hereto as Exhibit A.
 - (B) After the election and as soon as practicable, upon receiving final invoice from third party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100(d).
 - (C) Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
 - (D) Payment shall be made by check payable to the Hidalgo County Elections Department.
 - (E) Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Hilda Ann Salinas
Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

Adrian Gonzalez
Mayor
255 S. Kansas
Weslaco, Texas 78596

(F) Any balances, if any remain after the payment of all costs of election bills, shall be paid in full within 30 days.

ARTICLE VII

- 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO CONTRACTED FOR USE OF THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT IF LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII GENERAL PROVISIONS

- 8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
- 8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.
- 8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto

SIGNED this _____ day of _____, 2024

APPROVAL COUNTY OF HIDALGO: _____ City of Weslaco
ENTITY

BY: _____

RICHARD F. CORTEZ
COUNTY JUDGE

BY: _____

Adrian Gonzalez, Mayor

PRINT:

TITLE:

ATTEST:

BY: _____

ARTURO GUAJARDO, JR.

COUNTY CLERK

BY: _____

PRINT: _____

TITLE: _____

ELECTIONS ADMINISTRATOR

BY: _____

HILDA ANN SALINAS

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
TORIBIO "TERRY" PALACIOS

BY: _____

LEIGH ANN TOGNETTI,
Assistant District Attorney



Standardized Agenda Request Form

Date of Meeting: September 23, 2024		Agenda Item No. (to be assigned by CSO): 2024-926	
From: OMAR RODRIGUEZ			
Subject: Park Renovation Project - Architect's Report for Isaac Rodriguez and Mayor Pablo Pena Park. (Staffed by Parks and Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU OMAR RODRIGUEZ Martin Garza		Created	
City Manager Comments: Presentation only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			