



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, FEBRUARY 4, 2025**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, February 4, 2025 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) Recognition - Vivian Nichole Tamez, Miss Hidalgo Borderfest 2024.
 - 2) Recognition - Jaelynn Medellin, All American UCA Cheerleader.
 - 3) Proclamation - Reyna Ortega, National Catholic School Week.
 - 4) Proclamation South Texas Health Systems - American Heart Month
 - 5) Proclamation - Healthier Texas Challenge.

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

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.

- A. Health Insurance Quarterly report by Roger Garza (Valley Risk Consulting) Attachment.
- B. Boys & Girls Club of Weslaco - Programs and Expansion Fundraising.

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 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.

- A. Approval on second and final reading of the following:
 - 1) Ordinance 2025-01 to rezone 2610 N Westgate Dr., also being S ½ of Lot 2 & all of 3, Block 1, Sun Country Estates Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to B-1 Neighborhood Business District. (First reading held January 21, 2025; staffed by Planning & Code Enforcement Department.) Attachment.
 - 2) Ordinance 2025-02 to approve the naming of a service road located within Expressway Heights Unit #3 as Fort Worth Service Road. (First reading held January 21, 2025; staffed by Planning & Code Enforcement Department.) Attachment.
- B. Approval on the petition from Maher and Malek Al-Sayyed for the release of property located in the City's Extraterritorial Jurisdiction described as 3.90 acres out of Farm Tract 1065, The West and Adams Tracts Subdivision, Hidalgo County, Texas. (Staffed by Planning and Code Enforcement Department.) Attachment.
- C. Approval on Resolution 2025-09 to apply for the FY2026 Criminal Justice Grant Program (Grant #5417701) to purchase active shooter training equipment with no match required. (Staffed by Police Department.)
- D. Approval on Resolution 2025-10 to apply to the FY2026 General Victim Assistance Grant Program (Grant #3814607) for salaries, overtime, and equipment, with 20%

match required. (Staffed by Police Department.)

- E. Approval on Resolution 2025-11 to apply to the FY2026 Internet Crimes Against Children Grant Program (Grant #5417801) for overtime, training, and equipment, no match required. (Staffed by Police Department.)
- F. Approval on Resolution 2025-12 to apply to the FY2026 Juvenile Justice and Truancy Prevention Grant Program (Grant #4003406) for salary, overtime pay, supplies, and equipment, no match required. (Staffed by Police Department.)
- G. Approval on Resolution 2025-13 to apply to the FY2026 Project Safe Neighborhoods Grant Program (Grant # 5417901) for equipment and to pay for overtime, no match required. (Staffed by Police Department.)
- H. Approval on Resolution 2025-14 to apply to the FY2026 Rifle-Resistant Body Armor Grant Program (Grant # 5418001) to purchase rifle-resistant body armor, no match required. (Staffed by Police Department.)
- I. Approval on Resolution 2025-15 to apply to the State and Local Cybersecurity Grant Program Workforce Development Projects (Grant #5418101) for training and software, with a 20% match. (Staffed by Police Department.)
- J. Approval on Resolution 2025-16 to apply to the FY2026 State Crisis Intervention Grant Program (Grant #5418401) for crisis intervention training, no match required. (Staffed by Police Department.)
- K. Approval on Resolution 2025-17 to apply to the FY2026 State Homeland Security Program – LETPA Projects (SHSP-L) (Grant #5418201) for FARO Scanner equipment upgrade no match required. (Staffed by Police Department.)
- L. Approval on Resolution 2025-18 to apply to the FY2026 State Homeland Security Program – Regular Projects (SHSP-R) (Grant #5418301) for replacement of police radios, and dispatch equipment, with no match. (Staffed by Police Department.)
- M. Approval on Resolution 2025-19 to apply to the FY2026 Violence Against Women Justice and Training Program (Grant #4507604) for violence against women training, with a 30% match. (Staffed by Police Department.)
- N. Approval to authorize staff to solicit proposals for a customized lighted drone show for downtown fourth of July celebration. (Staffed by Parks & Recreation Department.)
- O. Approval to authorize staff to solicit bids for Lift Station #2 rehabilitation project located at Texas and Agostadero Street. (Staffed by Public Works Department.)
- P. Approval to authorize staff to solicit bids for sewer project located at the 400 Block of West Hidalgo Street. (Staffed by Public Works Department.)
- Q. Approval to authorize staff to solicit bids for 15 manhole rehabilitation in various locations. (Staffed by Public Works Department.)
- R. Approval to terminate Lease Agreement for parking at property legally described as the South 12.50' of Lot 3 and Lots 4-9, Block 26, Weslaco Original Townsite, Subdivision, Weslaco, Hidalgo County. (Staffed by City Manager.)

V. APPOINTMENTS

- A. Discussion and consideration on Resolution 2025-04 to appoint a member to the Planning and Zoning Commission to fill a vacancy for an unexpired term. (There was no action on January 21, 2025; staffed by Planning and Code Enforcement Department/City Secretary.) Attachment.

VI. NEW BUSINESS

- A. Discussion and consideration to approve the Final Plat for South Bridge Ranchettes Subdivision being 25.45 acres out of Farm Tracts 757, Blk. 140, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located on the Northeast corner of Bridge and Mile 5 N. (There was no action January 21, 2025; staffed by Planning & Code Enforcement Department.) Attachment.
- B. Discussion and consideration on interviews with firms for Engineering / Planning Services to Conduct Feasibility Studies for Street, Utility Impact Fees, Capital Improvement Plan and Land Use Assumption Plan and to Update the City's Subdivision, Zoning and Building Ordinances. (Staffed by Planning and Code Enforcement Department.) Attachment.
- C. Discussion and consideration to approve a contract between the City of Weslaco and the Boys and Girls Club of Weslaco for the development and construction of a new building at Mayor Pablo Pena City Park. (Staffed by Parks & Recreation Department.) Attachment.
- D. Discussion and consideration to accept the submission of the Program Development plan for the Boys and Girls Club of Weslaco Facility Expansion Project; approve an Owner's budget of Cost of Work not to exceed \$2,652,862; establish compensation for the Architect's Basic Services at 7.5% of the owner's budget for the cost of the work. (Staffed by Parks & Recreation Department.) Attachment.
- E. Discussion and consideration to authorize Heffner Design Team to add Utah Avenue from 1st Street to Airport Drive and parking areas at Mayor Pablo Pena City Park to their scope of work with an estimated project budget of \$750,000 and approve a design fee of \$60,000. (Staffed by Parks & Recreation Department.) Attachment.
- F. 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, 2025- July 31, 2025 . (Staffed by Parks & Recreation Department.) Attachment.
- G. Discussion and consideration of a Lease Agreement with Weslaco Softball Baseball PONY for use of the Softball/Baseball Field 1, 2 and 3 and Concession Stand at Mayor Pablo G. Peña City Park effective February 1, 2025 through July 7, 2025. (Requested by Weslaco Softball Baseball.) Attachment.

- H. Discussion and consideration to approve a request from the Mid-Valley Youth Soccer Association for use of Judge Gilbert Garza Park. (Staffed by Parks & Recreation Department.) Attachment.
- I. Discussion and consideration to award a contract for RFB #2024-25-08 Concrete Works for Various Projects to the most advantageous bidder. (Staffed by Engineering Department.) Attachment.
- J. Discussion and consideration to continue with the routing software service with HGAC vendor Routeware Inc. for 13 solid waste collection units. (Staffed by Public Works Department.) Attachment.
- K. Discussion and consideration on final reading of Ordinance 2024-37 to amend Chapter 62 of the Code of Ordinances codified as Garbage, Trash, and Rubbish to establish the Voluntary Recycling Curbside Program. Final reading of Ordinance 2024-37. (There was no action January 21, 2025;staffed by Public Works Department.) Attachment.
- L. Discussion and consideration on the request from the Hidalgo County Historical Commission for assistance to install a Texas Historical Marker designation for the Minnie May Nickel House located at 906 W. 6th Street. (Staffed by Public Works Department.) Attachment.
- M. Discussion and consideration on renewal of an agreement between South Texas Vo-Tech and the City of Weslaco to allow for employment of Federal work-study students. (Staffed by Human Resources Department.) Attachment.
- N. Discussion and consideration on Resolution 2025-20 to change meeting day for the City Commission from the first and third Tuesday of the month to the first and third Wednesday of the month beginning March 2025 through May 2025. (Requested by Mayor Gonzalez.) 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. 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.
- C. Real Property - Consultation with City Attorney on the acquisition, sale, exchange, lease or value of real property being Lots 1 thru 33, Block 40 and 20x30 alley, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.
- D. Real Property - Consultation with City Attorney on the acquisition, sale, exchange, lease or value of real property owned by Knapp Medical Center, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.
- E. Real Property - Deliberation with the City Attorney regarding the potential purchase, exchange, lease or value of real property(s) belonging to the City of Weslaco, Hidalgo County, Texas as authorized by Section §551.072 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 31st day of January 2025 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.

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”.



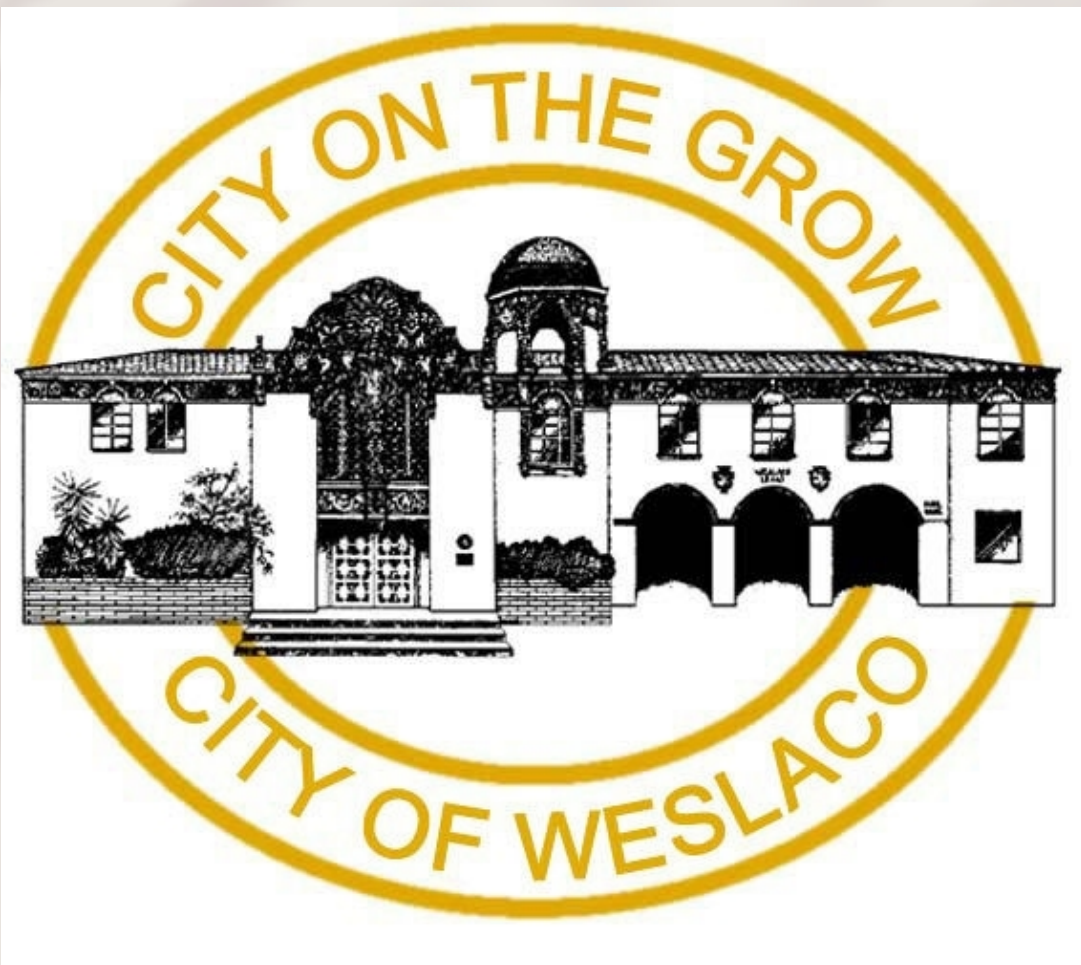
Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2024-1183	
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. Pastor Elias Garza from Calvary Christian Center Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-97	
From:			
Subject: Health Insurance Quarterly report by Roger Garza (Valley Risk Consulting)			
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):			
Luz Galindo Luz Galindo Martin Garza		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any: Health Insurance Quarterly Report (ACM)			
Responsibilities upon Approval:			



City of Weslaco

Health Insurance Quarterly Report

Plan Comparison Year-to-Date

October to December

Paid Month	Dec-2024	Oct 2023 - Dec 2023	Oct 2024 - Dec 2024	% Change
Medical Paid	\$186,425	\$309,825	\$607,277	96%
Pharmacy Paid	\$24,137	\$65,743	\$102,311	55.6%
Other Fees	\$265	\$114	\$266	132.8%
Total Paid Claims	\$210,827	\$375,682	\$709,854	89%

Loss Ratio by Month

January 2024 to December 2024

Month	Premium	Medical Claims	Pharmacy Claims	Other Fees	Total Paid	Loss Ratio %
Jan-24	\$189,466	\$89,512	\$22,804	\$202	\$112,518	59.4%
Feb-24	\$191,265	\$74,132	\$23,956	\$197	\$98,285	51.4%
Mar-24	\$192,138	\$92,507	\$40,621	\$198	\$133,326	69.4%
Apr-24	\$196,499	\$128,894	\$32,311	\$200	\$161,405	82.1%
May-24	\$195,162	\$490,730	\$38,929	\$208	\$529,867	271.5%
Jun-24	\$193,015	\$100,785	\$28,187	\$182	\$129,154	66.9%
Jul-24	\$194,754	\$79,662	\$37,742	\$226	\$117,630	60.4%
Aug-24	\$194,795	\$633,727	\$44,858	\$6	\$678,591	348.4%
Sep-24	\$196,937	\$256,044	\$31,919	\$6	\$287,969	146.2%
Oct-24	\$208,307	\$313,057	\$34,956	\$1	\$348,014	167.1%
Nov-24	\$205,568	\$107,795	\$43,218	\$0	\$151,013	73.5%
Dec-24	\$210,976	\$186,425	\$24,137	\$265	\$210,827	99.9%
Total Paid	\$2,368,882	\$2,553,270	\$403,638	\$1,691	\$2,958,599	124.9%

Top 10 High-Cost Medications

October 2024 to December 2024

Current/ Prior Rank		Brand Name		Plan Therapeutic Class	Prescriptions	Utilizing Members	Ingredient Cost	Avg. Ingredient Cost/ Prescription (Current)	Avg. Ingredient Cost/ Prescription (Prior)	Generic Indicator	Rank by Volume
1	3	MOUNJARO	INJ 7.5/0.5	Incretin Mimetic Agents	9	3	\$9,129	\$1,014.29	\$949.39	NO	21
2	8	OZEMPIC	INJ 8MG/3ML	Incretin Mimetic Agents	9	4	\$8,201	\$911.18	\$896.31	NO	23
3		MOUNJARO	INJ 10MG/0.5	Incretin Mimetic Agents	9	3	\$8,193	\$910.32		NO	20
4	5	OZEMPIC	INJ 4MG/3ML	Incretin Mimetic Agents	5	3	\$4,551	\$910.25	\$842.75	NO	76
5		COMIRNATY	INJ 2024-25	Viral Vaccines	32	32	\$4,068	\$127.14		NO	4
6		PAXLOVID	TAB 300-100	Antiviral Combinations	3	3	\$4,054	\$1,351.45		NO	106
7	2	MOUNJARO	INJ 2.5/0.5	Incretin Mimetic Agents	4	3	\$4,014	\$1,003.55	\$919.63	NO	84
8	1	MOUNJARO	INJ 5MG/0.5	Incretin Mimetic Agents	4	2	\$3,985	\$996.21	\$934.19	NO	83
9		VRAYLAR	CAP 3MG	Antipsychotics - Misc.	3	1	\$3,825	\$1,274.93		NO	204
10	22	SYNJARDY XR	TAB	Antidiabetic Combinations	7	2	\$3,788	\$541.12	\$549.63	NO	33
		All Other			1,667	316	\$57,197	\$34.31	\$34.22		
		Summary			1,752	316	\$111,005	\$63.36	\$49.33		

Contributing Factors

➤ High-Cost Claimants

- ✓ 3 of 4 months reported have a loss ratio above 85%
- ✓ Two (2) members make up \$228,297, 38% of the total medical cost of \$607,277 YTD

➤ 4 of 12 months have a loss ratio above 125%, the highest at 348%

➤ Increase in GLP-1 medications (Mounjaro, Ozempic)

- ✓ Eighteen (18) members make up \$38,073, 37% of the total pharmacy cost of \$102,311 YTD

Recommendations

In 2024, Renewal had an 89% loss ratio; currently, the city has a 124% loss ratio. Solicitation is recommended.

- ✓ Request proposals for a Fully-Funded Health Insurance Plan (**send invitations to carriers**)
- ✓ Request proposals for a Self-Funded Plan option to be able to control the plan and implement cost-saving programs for Medical & Rx, normally not permitted under a Fully-Funded Plan
- ✓ Three (3) proposals will be solicited (Medical, Pharmacy Benefit Management (PBM) & Stop Loss Insurance
- ✓ The city can offer a Preferred Pharmacy Program for high-cost medications available internationally (Ozempic, Jardiance, Farxiga, Synjardy, and many others). Potential savings on drug ingredient costs range from 45% to 65% (**request claims report for potential savings**)

Recommendations

- ✓ Direct Provider Contract with a local provider of Urgent Care/Primary Care under a (Negotiated Fee Schedule)

➤ Wellness Programs

- ✓ Weight management, Disease management programs (diabetes & hypertension)
- ✓ Research potential switch to compounded semaglutide (Ozempic)

QUESTIONS????



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-120	
From:			
Subject: Boys & Girls Club of Weslaco - Programs and Expansion Fundraising.			
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: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-147	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2025-01 to rezone 2610 N Westgate Dr., also being S ½ of Lot 2 & all of 3, Block 1, Sun Country Estates Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to B-1 Neighborhood Business District. (First reading held January 21, 2025; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 Neighborhood Business District. Nine-teen (19) property owners within 200 feet of the applicant's property were notified by letter on December 23, 2024.			
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: Notice of the application and the Public Hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on December 11, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of January 7, 2025.			
ADELAIDA VEGA 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: 2610 N Westgate- Memo, 2610 n westgate dr.- Application,, 2610 N Westgate - Aerial, O2025-01 rezone 2610 N Westgate Dr			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 2610 N Westgate

DATE: January 13, 2025

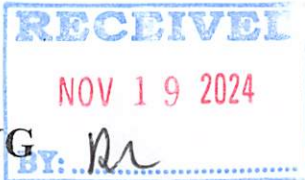
The proposed use of the property will be for commercial type use. The applicant is proposing to convert one unit of the existing duplex into a small floral shop. Staff has not received any petitions for or against the rezone request. The Planning & Zoning Commission recommended approval based on surrounding land use.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING



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

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

FILE NO. RZNE-000742
2024

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot South 1/2 of lot 2 & All lot 3 Block 1

Subdivision Name Sun Country Estates

Street Address 2610 N. Westgate Dr.

Existing Zoning R1 Existing Land Use _____

Proposed Zoning B1 Proposed Land Use _____

- _____ \$305.00 non-refundable filing fee.
- _____ Detailed dimensioned site plan/map must be submitted with this request.
- _____ Survey and metes and bounds if the legal description is a portion of a lot.
- _____ City and school tax receipts attached.
- _____ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Virginia Yolanda Lozano Phone 956-373-1601

Address 2610 N. Westgate Dr Fax: _____

City Weslaco State Tx Zip Code 78599 E-Mail: _____

OWNER

Name Virginia Yolanda Lozano Phone 956-373-1601

Address 2610 N. Westgate Dr Fax: _____

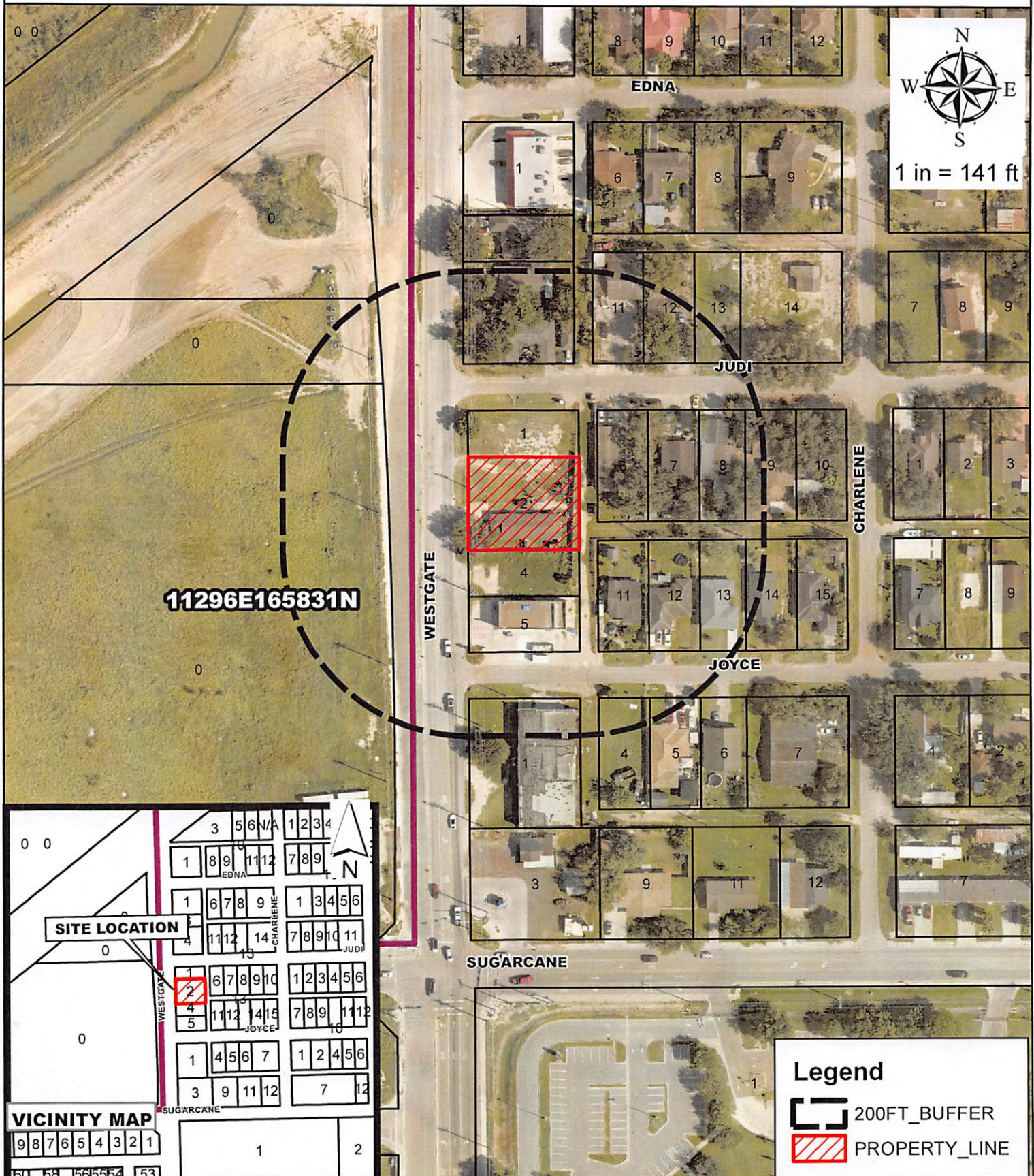
City Weslaco State Tx Zip Code 78599 E-Mail: _____

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

Signature [Signature] Date 11-19-2024
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent



Virginia Lozano
2610 N Westgate Dr
Sun Country Estates

Purpose for the Rezone Request

Existing zoning: R-1
Existing land use: Apartments
Prop Zone: B-1



DEC 12, 2024

LOZANO VIRGINIA YOLANDA 1611 JUDI ST WESLACO TX 78599	S6900-00-001-0001-00 SUN COUNTRY ESTATES LOT 1 & N1/2 OF	L: 83190 B: 0
LOZANO VIRGINIA YOLANDA 1611 JUDI ST WESLACO TX 78599	S6900-00-001-0002-00 SUN COUNTRY ESTATES S1/2 LOT 2 &	L: 85130 B: 75716
RSA PROPS LLC 11626 MEADOWCHASE DR HOUSTON TX 77065	S6900-00-001-0004-00 SUN COUNTRY ESTATES LOT 4 BLK 1	L: 55270 B: 24730
RSA PROPS LLC 11626 MEADOWCHASE DR HOUSTON TX 77065	S6900-00-001-0005-00 SUN COUNTRY ESTATES LOT 5 BLK 1	L: 59990 B: 153828
AGUILAR ADAM A ETAL 1610 JUDI ST WESLACO TX 78599	S6900-00-001-0006-00 SUN COUNTRY ESTATES LOT 6 BLK 1	L: 46200 B: 94177
AGUILAR ALEXANDRA & ADAM ABEL 1610 JUDI ST WESLACO TX 78599	S6900-00-001-0007-00 SUN COUNTRY ESTATES LOT 7 BLK 1	L: 46200 B: 108963
RIOS BERTHA ALICIA & RAFAEL MARIA CONSUELO REYNA 1205 JUDI ST WESLACO TX 78599	S6900-00-001-0008-00 SUN COUNTRY ESTATES LOT 8 BLK 1	L: 34800 B: 36937
FARIAS MARIA S PROJECT 9 MILE LLC 1601 JUDI ST WESLACO TX 78599	S6900-00-001-0009-00 SUN COUNTRY ESTATES LOT 9 BLK 1 1603 JUDI ST	L: 38280 B: 83793
MARTINEZ PATRICIA G 1610 JOYCE ST WESLACO TX 78599	S6900-00-001-0011-00 SUN COUNTRY ESTATES LOT 11 BLK 1	L: 38280 B: 29783
JALOMO MARIA EVA 3312 ROSEWOOD DR WESLACO TX 78599	S6900-00-001-0012-00 SUN COUNTRY ESTATES LOT 12 BLK 1	L: 38280 B: 65740
RODRIGUEZ MARIA GUADALUPE 1606 JOYCE ST WESLACO TX 78599	S6900-00-001-0013-00 SUN COUNTRY ESTATES LOT 13 BLK 1 1606 JUDI ST	L: 34800 B: 118029
RINCON ASENCION A 1604 JOYCE ST WESLACO TX 78599	S6900-00-001-0014-00 SUN COUNTRY ESTATES LOT 14 BLK 1	L: 38280 B: 23460

DEC 12, 2024

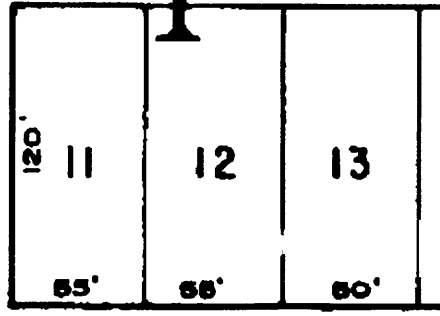
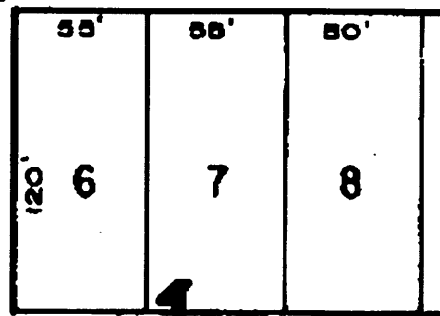
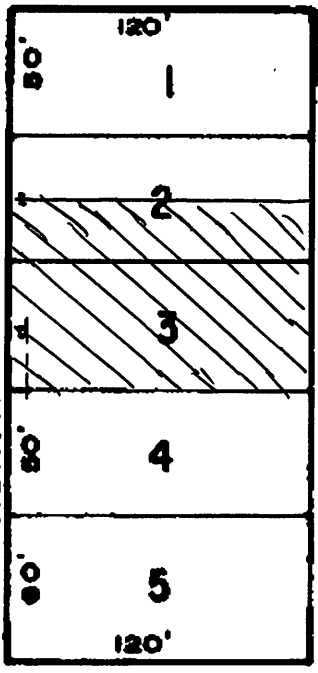
GONZO ENTERPRISES LLC 1115 N 171ST E AVE TULSA OK 74116	S6900-00-003-0001-00 SUN COUNTRY ESTATES LOTS 1 & 2 BLK	L: 137690 B: 100915
GONZO ENTERPRISES LLC 1115 N 171ST E AVE TULSA OK 74116	S6900-00-003-0004-00 SUN COUNTRY ESTATES LOT 4 BLK 3	L: 38280 B: 0
MONJARAS DANIEL ENRIQUE 1607 JOYCE ST WESLACO TX 78599	S6900-00-003-0005-00 SUN COUNTRY ESTATES LOT 5 BLK 3	L: 38280 B: 140486
AGUILAR JUAN 2104 PRIMROSE DR WESLACO TX 78596	S6900-00-005-0011-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 38280 B: 6009
CUELLAR GUADALUPE & ANTONIA 1608 JUDI ST WESLACO TX 78599	S6900-00-005-0012-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 38280 B: 27514
ROBLEDO JUAN 2629 GRANADA WESLACO TX 78599	S6900-00-005-0013-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 34800 B: 0
GONZI INVESTMENTS INC 213 W MILE 10 N RD WESLACO TX 78599	S6900-00-005-0014-00 SUN COUNTRY ESTATES UNIT NO. 2 1604 JUDI ST	L: 56100 B: 0



50'

JUDI

20'



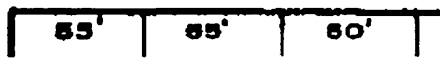
1

MILE

NORTH

50'

JOYCI



Rezone Request

R-1 to B-1

Legend

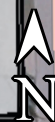


2610 N Westgate

Google Earth

Image © 2024 Airbus

400 ft



ORDINANCE NO. 2025-01

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 2610 N WESTGATE DR., ALSO BEING S ½ OF LOT 2 & ALL OF 3, BLK 1, SUN COUNTRY ESTATES SUBDIVISION, WESLACO, HIDALGO COUNTY, AND TEXAS FROM R-1 ONE FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One Family Dwelling District to B-1 Neighborhood Business District located at 2610 N Westgate Dr., also being S ½ of Lot 2 & all of 3, Blk 1, Sun Country Estates Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of January, 2025.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 4th day of February 2025.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Benjamin Castillo, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-148	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2025-02 to approve the naming of a service road located within Expressway Heights Unit #3 as Fort Worth Service Road. (First reading held January 21, 2025; staffed by Planning & Code Enforcement Department.)			
Background: Staff had received an address verification form for a property located on Block E of Expressway Heights Unit 3. The properties along Block E were never properly subdivided and the roadway was never dedicated or named. After discussions with administration, the Post Office and 911 Addressing department, it was recommended that the roadway be named as a service road so that proper addresses could be issued for these properties. In order to keep in line with the existing street names in the area staff has proposed Fort Worth and the name has been approved for use by 911 Addressing.			
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 Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Forth Worth Service Road- Aerial, 911 approval letter, Post Office- email, Expressway Heights Unit 3- Addressed Plat, O2025-02 rename Fort Worth Service Road			
Responsibilities upon Approval: Staff will issue addresses for the properties as request come in.			

Service Road

Legend

 Fort Worth Service Road

Fort Worth Service Road

Google Earth

Image © 2025 Airbus

700 ft





Rio Grande Valley Emergency Communication District

Mayor Gilbert Gonzales, Raymondville..... President
Mayor Pro-Tem Joaquin "J.J." Zamora, McAllen Vice President
Judge Aurelio "Keeter" Guerra, Willacy County.....Secretary
Ramiro Garza Jr., Mayor, Edinburg..... Treasurer

RGV9-1-1 BOARD OF MANAGERS

Arturo Galvan Jr.
Mayor Pro Tem, Alton

Alonzo "AL" Perez Jr
Mayor, Elsa

Yvette Cabrera
Mayor, Granjeno

Oscar D. Montoya
Mayor, Mercedes

Ramiro Loya
Mayor, Penitas

Alma D. Salinas
Mayor, Sullivan City

Adrian Gonzalez
Mayor, Weslaco

Sheriff J. E. "Eddie" Guerra
Hidalgo County

January 9, 2025

Rebakah De La Fuente
City of Weslaco
255 S. Kansas Ave
Weslaco, Texas 78596

The Rio Grande Valley Emergency Communication District/RGV 911
acknowledges the notification on the following **PROPOSED NAMES:**

FORT WORTH SR

to be part of **EXPRESSWAY HEIGHTS** in the **WESLCO** community.

A query was done on the state 9-1-1 database and found no conflict for
the proposed names to be used.

STAFF:

EXECUTIVE DIRECTOR
Manuel "Manny" Cruz

ACKNOWLEDGED ON: January 9, 2025
RESEARCHED BY: Rosemary Contreras
TITLE: Customer Service

Rebekah M. De La Fuente

From: Espericueta, Joseph - Weslaco, TX <Joseph.Espericueta@usps.gov>
Sent: Wednesday, November 20, 2024 12:42 PM
To: Rebekah M. De La Fuente
Subject: RE: [EXTERNAL] Expressway Heights

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Good afternoon

We do have some mailboxes located in the area but they are using W Expressway 83 and Anaqua St.

☐	3901	29	2229	W	EXPRESSWAY 83		--	S	AAY	N
☐	3901	09	2209	W	EXPRESSWAY 83		--	S	AAN	N
☐	3901	07	2207	W	EXPRESSWAY 83		--	S	AAN	N
☐	3901	05	2205	✓ W	EXPRESSWAY 83		--	S	AAN	N
☐	3912	00	100	✓	BLUEBONNET	ST	--	S	AAN	Y
☐	3905	06	2106	✓ W	EXPRESSWAY 83		--	S	AAN	N
	3931	02	102	✓	ANAQUA	ST	--	S	AAN	N
	4334	06	2006	✓ W	EXPRESSWAY 83		--	S	AAN	N
	3906	02	2002		ANAQUA	ST	--	S	AAY	N
	4336	20	1920	W	EXPRESSWAY 83		--	S	AAN	Y

Joseph Espericueta
Postmaster
109 N Border Ave
Weslaco, TX 78596
956-968-7412
Joseph.espericueta@usps.gov

From: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Sent: Tuesday, October 15, 2024 11:28 AM
To: Espericueta, Joseph - Weslaco, TX <Joseph.Espericueta@usps.gov>
Subject: [EXTERNAL] Expressway Heights

CAUTION: This email originated from outside USPS. **STOP and CONSIDER** before responding, clicking on links, or opening attachments.

Good Morning, Joseph

We received an address verification form from a citizen in Expressway Heights Subdivision, along the roadway to the far south. It was noted at that time by staff that this was not a properly subdivided tract of land and the roadway was never dedicated or named. How can I verify if you have any post office boxes located along this roadway.

EXPRESSWAY HEIGHTS SUBDIVISION

Unit No. 3



State of Texas
County of Hidalgo

KNOW ALL MEN BY THESE PRESENTS THAT WE, M.F. CONNOR AND L.C. OLIVAREZ, OWNERS OF THE ABOVE DESCRIBED PROPERTY, DO HERE BY ADOPT, DEDICATE, RATIFY AND CONFIRM THE FORE GOING PLAT AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND ALLEYS AS SHOWN AND DESIGNATED HERE-ON.

WITNESS OUR HANDS, THIS 24th DAY OF MARCH, ONE THOUSAND, NINE HUNDRED, AND SEVENTY.

SUBSCRIBED AND SWORN TO BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THE 24th DAY OF MARCH, 1970.

I, WILLIAM F. REEVES, REGISTERED PROFESSIONAL ENGINEER, CERTIFY THAT THE ABOVE AND FOREGOING PLAT IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY MADE BY ME, BEING A RE-SUBDIVISION OF THE SOUTH-EAST 26.015 ACRES OF FARMTRACT 146, BLOCK 179, WEST TRACT SUBDIVISION OF LANDS IN LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, AND TO BE KNOWN AS "UNIT No. 3, EXPRESSWAY HEIGHTS SUBDIVISION, HIDALGO COUNTY, TEXAS."

WHERE-ON, WITNESS MY SIGNATURE AND SEAL OF CERTIFICATION, THIS 24th DAY OF MARCH, 1970.

SUBSCRIBED AND SWORN TO BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THE _____ DAY OF _____, 1970.

THIS PLAT APPROVED BY THE CITY OF WESLACO, THIS 7 DAY OF APRIL, 1970. ATTEST: Mabel R. Foster
CITY SECRETARY

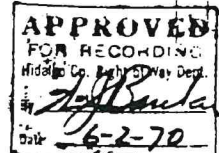
THIS PLAT APPROVED BY THE COUNTY COMMISSIONERS COURT, THIS _____ DAY OF _____, 1970.

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 10th day of June, 1970
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
Luis M. Bustos, Deputy

FILED FOR CITY OF WESLACO
At 11:16 AM on 2 M.

JUN 4 1970

SANTOS SALDANA
County Clerk
Hidalgo County, Texas
M. Hendley, Deputy



L.C. Olivarez
L.C. OLIVAREZ
NOTARY PUBLIC, IN AND FOR HIDALGO CO., TEXAS

William F. Reeves
WILLIAM F. REEVES, CIVIL ENGINEER, P.E. No. 8818

NOTARY PUBLIC, IN AND FOR HIDALGO CO., TEXAS

John F. Stephens
MAYOR, CITY OF WESLACO, HIDALGO COUNTY, TEXAS

Milton D. Richardson
MILTON D. RICHARDSON,
COUNTY JUDGE, HIDALGO COUNTY, TEXAS



ORDINANCE 2025-02

AN ORDINANCE TO NAME A SERVICE ROAD LOCATED WITHIN EXPRESSWAY HEIGHTS UNIT #3 AND SOUTH OF DALLAS DRIVE BETWEEN ANAQUA STREET AND AN IRRIGATION CANAL IS HEREBY KNOWN AS FORT WORTH SERVICE ROAD, WESLACO, HIDALGO COUNTY, TEXAS, AND ORDAINING OTHER MATTER WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I. To name a service road located within Expressway Heights Unit #3 and South of Dallas Drive between Anaqua Street and an irrigation canal is hereby known as Fort Worth Service Road, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of January 2025.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 4th day of February 2025.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Benjamin Castillo, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-34	
From:			
Subject: Approval on the petition from Maher and Malek Al-Sayyed for the release of property located in the City's Extraterritorial Jurisdiction described as 3.90 acres out of Farm Tract 1065, The West and Adams Tracts Subdivision, Hidalgo County, Texas. (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 Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Signed Petition for Release Sayyed 1-6-25, Warranty Deed, Appraisal Information			
Responsibilities upon Approval:			

Landowner's Petition for Release of Area from Extraterritorial Jurisdiction

Under Sec. 42.101 et seq. of Local Government Code

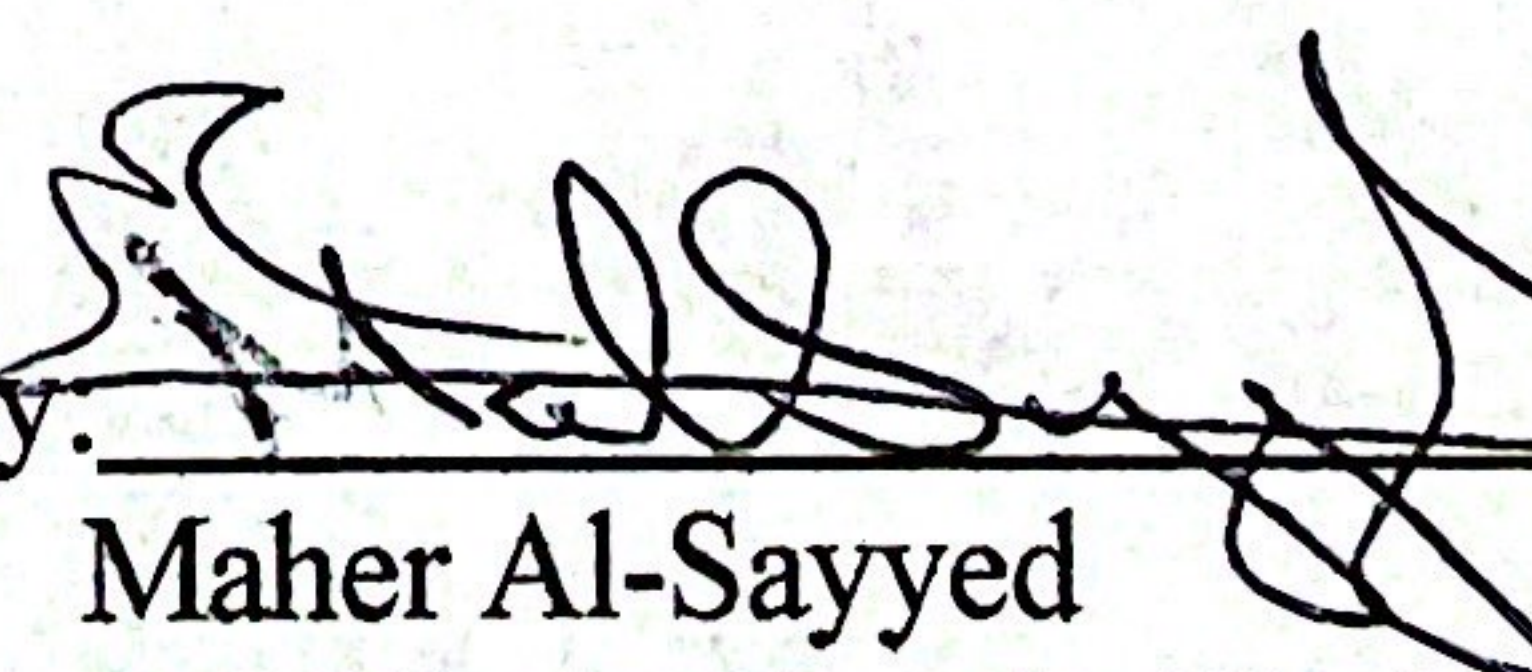
To: City of Weslaco, c/o Norma A. Cantu, City Secretary, 255 S. Kansas Ave, Weslaco, Texas 78596.

This petition is submitted to the City of Weslaco (the "City") under Sec. 42.102(b) by Maher Al-Sayyed and Malek Al Sayyed ("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 & B and further described as:

**3.960 Acres out of Farm Tract 1065, The West and Adams
Tracts Subdivision Volume 2, Pages 34-37, H.C.M.R.**

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,

By: 
Maher Al-Sayyed
2402 Lake Austin Blvd
Austin, Texas 785703
(512) 914-1114

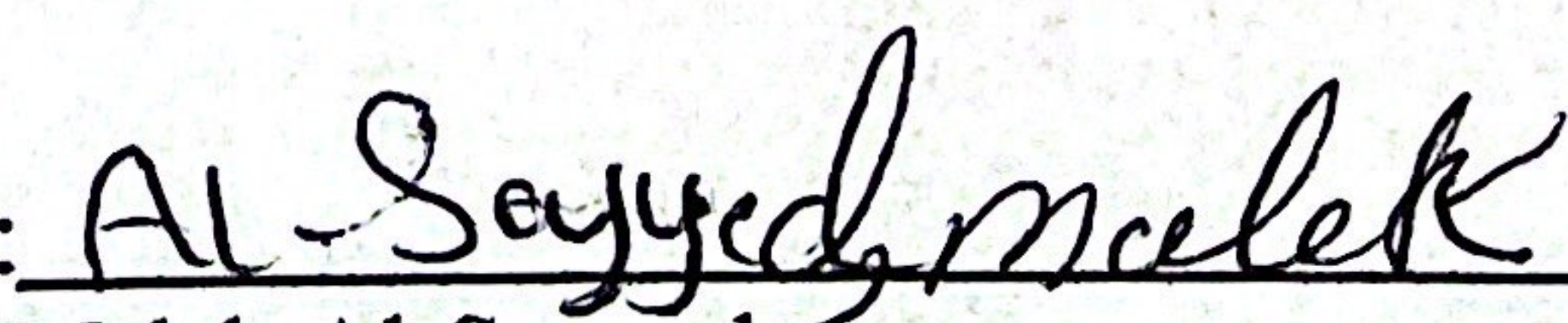
By: 
Malek Al-Sayyed
2402 Lake Austin Blvd
Austin, Texas 785703
(512) 914-1114

EXHIBIT A

January 2, 2025

METES AND BOUNDS DESCRIPTION 3.960 ACRES BEING OUT OF FARM TRACT 1065, THE WEST AND ADAMS TRACTS HIDALGO COUNTY, TEXAS

A tract of land containing 3.960 acres situated in the County of Hidalgo, Texas, being a part or portion out of Farm Tract 1065, The West and Adams Tracts, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, said 3.960 acres are out of a certain tract conveyed to Maher AL-Sayyed and Malek AL-Sayyed, by virtue of a General Warranty Deed recorded under Document Number 3291612, Hidalgo County Official Records, said 3.960 acres also being more particularly described as follows;

BEGINNING on a Nail set at the Northwest corner of said Farm Tract 1065, for the Northwest corner of this herein described tract;

1. THENCE, N 88° 48' 08" E along the North line of said Farm Tract 1065, and within the existing right-of-way of Mile 11 North Road, a distance of 528.80 feet to a Nail set for the Northeast corner of this tract;
2. THENCE, S 01° 11' 52" E along the West line of Vaquero Estates Phase V, according to the plat thereof recorded in Instrument Number 3438675, Hidalgo County Map Records, at a distance of 30.00 feet pass a No. 4 rebar set on the existing South right-of-way line of Mile 11 North Road, continuing a total distance of 352.19 feet to a No. 4 rebar set (from which a No. 4 rebar found at the Northwest corner of Lot 152, Vaquero Estates Phase 3, recorded under Instrument Number 2476517, Hidalgo County Map Records, bears S 01° 11' 52" E a distance of 994.81 feet, THENCE, N 88° 48' 08" E a distance of 246.20 feet) for the Southeast corner of this tract;
3. THENCE, S 88° 48' 08" W a distance of 448.80 feet to a No. 4 set for an outside corner of this tract;
4. THENCE, N 01° 11' 52" W along the existing East right-of-way line of Mile 3 Road W. (F.M. 1015), a distance of 261.96 feet to a No. 4 rebar set for an outside corner of this tract;
5. THENCE, N 43° 48' 08" E along the existing East right-of-way line of Mile 3 Road W (F.M. 1015) a distance of 70.71 feet to a No. 4 rebar set for an inside corner of this tract;
6. THENCE, S 88° 48' 08" W a distance of 90.00 feet to a Nail set for an inside corner of this tract;
7. THENCE, S 01° 11' 52" E within the existing right-of-way of Mile 3 Road W (F.M. 1015) a distance of 311.96 feet to a No. 4 rebar set for an outside corner of this tract;
8. THENCE, S 88° 48' 08" W a distance of 40.00 feet to a Nail set for the Southwest corner of this tract;
9. THENCE, N 01° 11' 52" W along the West line of said Farm Tract 1065, and within the existing right-of-way of Mile 3 Road W (F.M. 1015) a distance of 352.19 feet to the POINT OF BEGINNING and containing 3.960 acres, of which 0.660 of one acre lies within the existing right-of-way line of Mile 3 Road W. (F.M. 1015) and Mile 11 North Road, and 0.300 of one acre lies within the proposed future right-of-way of Mile 11 North Road, leaving a net of 3.000 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 01/22/2020 UNDER MY DIRECTION AND SUPERVISION.


ROBERTO N. TAMEZ, R.P.L.S. #6238

01/03/2025
DATE:



PAGE: 1 OF 2

EXHIBIT B
PLAT SHOWING
3.960 ACRES BEING OUT OF
FARM TRACT 1065,
THE WEST AND ADAMS TRACTS
SUBDIVISION,
VOLUME 2, PAGES 34-37, H.C.M.R.
HIDALGO COUNTY, TEXAS

- NOTES:**
- SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
 - SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.
 - ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
 - MILE 11 N. IS BEING SHOWN AS AN EXPANSION PRINCIPAL ARTERIAL 120' AS PER THE 2015 THOROUGHFARE PLAN AMENDMENTS, APPROVED BY TRANSPORTATION POLICY COMMITTEE, FEBRUARY 18, 2016, APPROVED BY COUNTY COMMISSIONER'S COURT, MARCH 22, 2016, RESOLUTION 2016-05.

- LEGEND**
- SET NAIL
 - SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
 - FOUND No.4 REBAR
 - R.O.W. - RIGHT OF WAY
 - H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
 - N.W. COR. - NORTHWEST CORNER
 - P.O.B. - POINT OF BEGINNING
 - Ac. - OF ONE ACRE
 - TRACT LINE
 - PROPERTY LINE
 - SAME OWNER



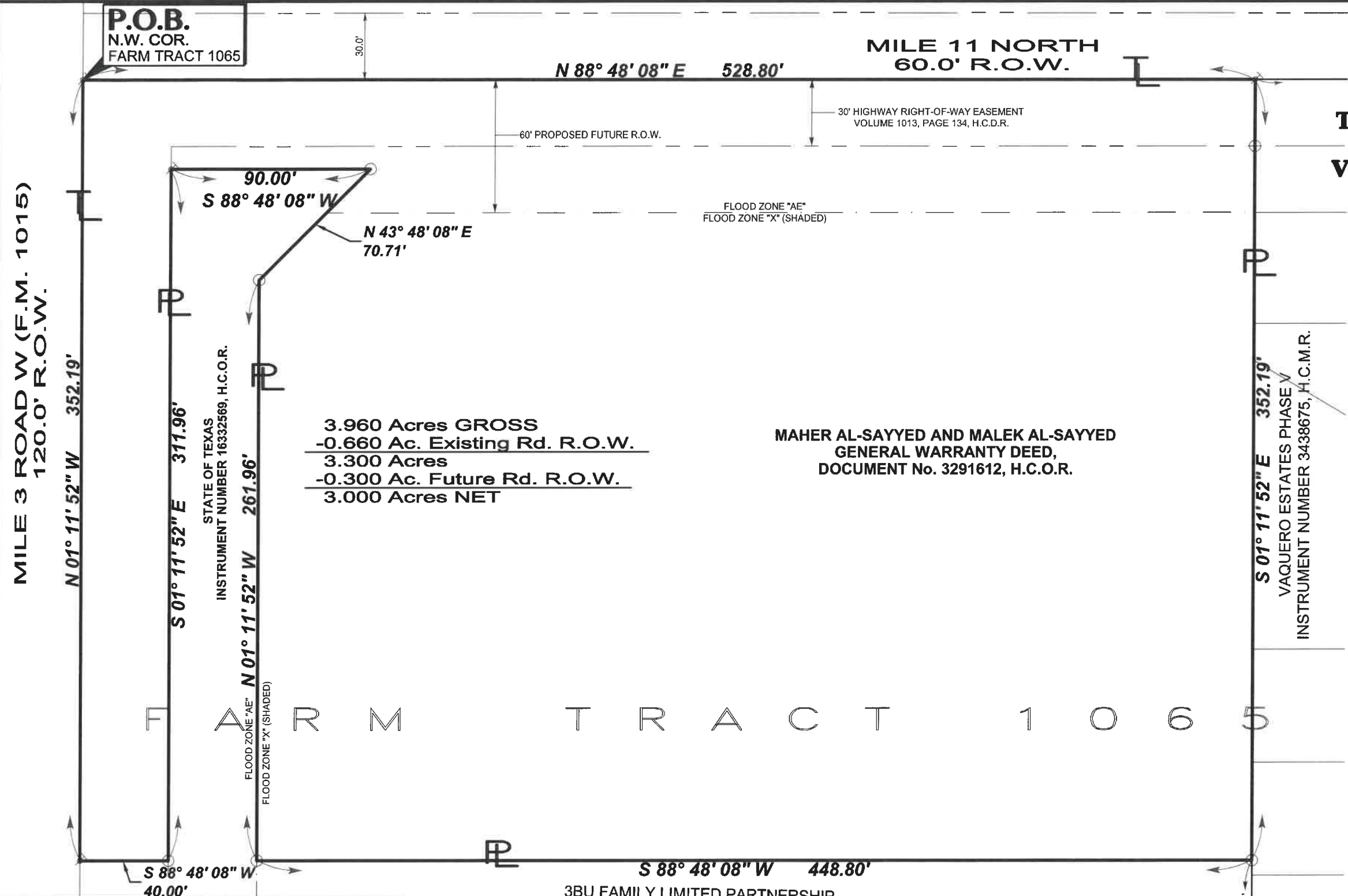
SCALE: 1"=50'

FLOOD ZONE

ZONE "AE"
BASE FLOOD ELEVATIONS DETERMINED. (EL 64 FEET)
COMMUNITY-PANEL NUMBER: 480334 0450 C
MAP REVISED: JUNE 6, 2000

ZONE "X" (SHADED)
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.

COMMUNITY-PANEL NUMBER: 480334 0450 C
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: SEPTEMBER 02, 2020
CASE NO: 20-06-3073A



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

REVISED DATE: 11/18/2021
DATE: 11/17/2021
JOB No. 22057.08
FILE NAME: 22057.08
REFERENCE JOB No.: 17165.08
DRAWN BY: J.J.V./Y.B./B.M.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 01/22/2020 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 01/22/2025



LOT 152
VAQUERO ESTATES PHASE 3,
INSTRUMENT No. 2476517,
H.C.M.R.

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3291612

Billable Pages: 4

Recorded On: December 14, 2021 02:59 PM

Number of Pages: 5

*****Examined and Charged as Follows*****

Total Recording: \$ 48.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

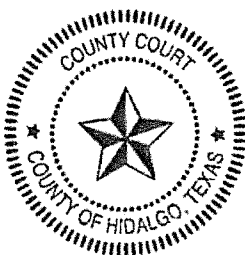
File Information:

Document No: 3291612
Receipt No: 20211214000476
Recorded On: December 14, 2021 02:59 PM
Deputy Clerk: Belya Trevino
Station: CH-1-CC-K35

Record and Return To:

Corporation Service Company
919 North 1000 West

Logan UT 84321



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

SIERRA TITLE
CLOSER ER GF# 3188141

General Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: December 10, 2021

Grantor: 3BU Family Limited Partnership, a Texas limited partnership

Grantor's Mailing Address: 533 N. Alamo Rd.
Alamo, Texas 78516
Hidalgo County

Grantee: Maher Al-Sayyed and Malek Al-Sayyed

Grantee's Mailing Address: 2402 Lake Austin Blvd.
Austin, Texas 78703
Travis County

Consideration: TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

See Exhibit "A" attached hereto and made a part hereof

Reservations from Conveyance:

Subject To:

SAVE AND EXCEPT all "oil, gas and minerals and other interests not constituting part of the surface estate of the property, and all rights, privileges and immunities relating thereto."

Exceptions to Conveyance and Warranty:

Subject To:

1. **Easement granted to Hidalgo County, by Hoblitzelle Properties, Inc. and Hoblitzelle Foundation, dated July 26, 1961, recorded in Volume 1013, Page 136, Deed Records Hidalgo County, Texas.**
2. **Right of way easement granted to Hidalgo County, by Karl Koblitzelle, dated April 15, 1955, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 830, Page 194, Deed Records Hidalgo County, Texas.**

3. **Easements and Conditions as shown on the Map or Plat thereof, filed for record in Volume 2, Pages 34-37, Map Records Hidalgo County, Texas.**
4. **Easements, rights, rules and regulations in favor of Hidalgo and Cameron Counties Irrigation District No. 9**
5. **Easements or claims of easements which are not a part of the public record.**
6. **Mineral interest, together with all rights relative thereto, express or implied, as described in that certain instrument recorded in Volume 830, Page 194, Deed Records Hidalgo County, Texas, reference to which instrument is made for all intents and purposes.**
7. **Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.**
8. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**
9. **Standby fees, taxes and assessments by any taxing authority for the year 2022, and subsequent years, the payment of which Grantee assumes.**

Grantor and Grantee agree that Grantor has conveyed the Property and Grantee has accepted the Property in its "AS IS" CONDITION, with any and all defects without warranty except for the warranties of title and the warranties in the contract executed between Grantor and Grantee.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

[SIGNATURE ON THE FOLLOWING PAGE]

3BU Family Limited Partnership
A Texas limited partnership

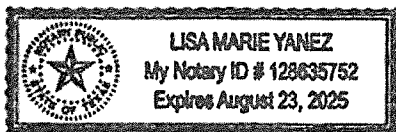
BY: 3BU, LLC, a Texas limited liability company
It's general partner

By: Arturo Ortega
Arturo Ortega, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 13th day of December 2021 by Arturo Ortega, President of 3BU, LLC a Texas limited liability company, in its capacity as General Partner of 3BU Family Limited Partnership, a Texas limited partnership, on behalf of said partnership.



Lisa Marie Yanez
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Maher-Al-Sayyed
Malek Al-Sayyed
2402 Lake Austin Blvd.
Austin, Texas 78703

PREPARED IN THE LAW OFFICE OF:

Anthony Ortega File No. 2020-18
533 N. Alamo Rd., 2nd Floor
Alamo, Texas 78516

EXHIBIT "A"
(Legal Description)

A tract of land containing 3.960 acres situated in the County of Hidalgo, Texas, being a part or portion out of Farm Tract 1065, The West and Adams Tracts, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, said 3.960 acres are out of a certain tract conveyed to 3BU Family Limited Partnership, a Texas Limited Partnership, by virtue of a Correction Assumption Warranty Deed recorded under Document Number 2775398, Hidalgo County Official Records, said 3.960 acres also being more particularly described as follows;

BEGINNING on a Nail set at the Northwest corner of said Farm Tract 1065, for the Northwest corner of this herein described tract;

1. THENCE, N 88° 48' 08" E along the North line of said Farm Tract 1065, and within the existing right-of-way of Mile 11 North Road, a distance of 528.80 feet to a Nail set for the Northeast corner of this tract;
2. THENCE, S 01° 11' 52" E along the West line of a certain tract conveyed to Tres Terrenos RGV, L.P. a Texas Limited Partnership, recorded under Document Number 3261467, Hidalgo County Official Records, at a distance of 30.00 feet pass a No. 4 rebar set on the existing South right-of-way line of Mile 11 North Road, continuing a total distance of 352.19 feet to a No. 4 rebar set (from which a No. 4 rebar found at the Northwest corner of Lot 152, Vaquero Estates Phase 3, recorded under Instrument Number 2476517, Hidalgo County Map Records, bears S 01° 11' 52" E a distance of 994.81 feet, THENCE, N 88° 48' 08" E a distance of 246.20 feet) for the Southeast corner of this tract;
3. THENCE, S 88° 48' 08" W a distance of 448.80 feet to a No. 4 set for an outside corner of this tract;
4. THENCE, N 01° 11' 52" W along the existing East right-of-way line of Mile 3 Road W (F.M. 1015), a distance of 261.96 feet to a No. 4 rebar set for an outside corner of this tract;
5. THENCE, N 43° 48' 08" E along the existing East right-of-way line of Mile 3 Road W (F.M. 1015) a distance of 70.71 feet to a No. 4 rebar set for an inside corner of this tract;
6. THENCE, S 88° 48' 08" W a distance of 90.00 feet to a Nail set for an inside corner of this tract;
7. THENCE, S 01° 11' 52" E within the existing right-of-way of Mile 3 Road W (F.M. 1015) a distance of 311.96 feet to a No. 4 rebar set for an outside corner of this tract;
8. THENCE, S 88° 48' 08" W a distance of 40.00 feet to a Nail set for the Southwest corner of this tract;
9. THENCE, N 01° 11' 52" W along the West line of said Farm Tract 1065, and within the existing right-of-way of Mile 3 Road W (F.M. 1015) a distance of 352.19 feet to the POINT OF BEGINNING and containing 3.960 acres, of which 0.660 of one acre lies within the existing right-of-way line of Mile 3 Road W (F.M. 1015) and Mile 11 North Road, and 0.300 of one acre lies within the proposed future right-of-way of Mile 11 North Road, leaving a net of 3.000 acres of land, more or less.

GENERAL INFO

ACCOUNT

Property ID: 1378568
Geographic ID: A0800-00-000-1065-10
Type: R
Zoning: CNTY
Agent: O'CONNOR & ASSOCIATES
Legal Description: ADAMS TRACT AN IRR TR S311.96'-
N352.19'-E90'-W130' FT 1065 3.960AC

OWNER

Name: AL-SAYYED MAHER & MALEK
Secondary Name:
Mailing Address: 2402 LAKE AUSTIN BLVD AUSTIN TX US
78703-4544
Owner ID: 1224283
% Ownership: 100.00
Exemptions:

Property Use:

LOCATION

Address:

Market Area:
Market Area CD:
Map ID: VOL 2 PG 34-37
Zoning: CNTY

PROTEST

Protest Status:
Informal Date:
Formal Date:

VALUES

CURRENT VALUES

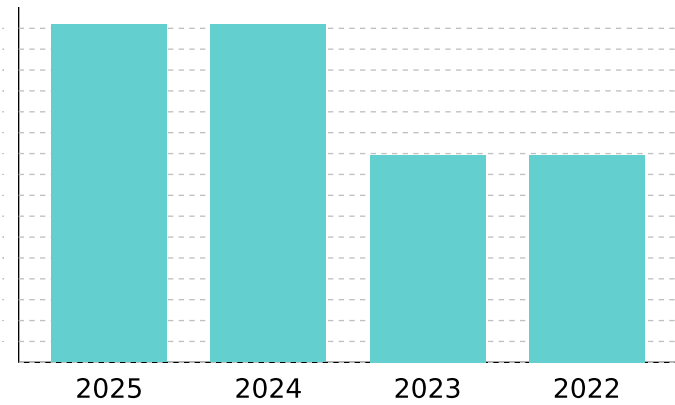
Land Homesite: \$0
Land Non-Homesite: \$161,794
Special Use Land Market: \$0
Total Land: \$161,794

Improvement Homesite: \$0
Improvement Non-Homesite: \$0
Total Improvement: \$0

Market: \$161,794
Special Use Exclusion (-): \$0
Appraised: \$161,794
Value Limitation Adjustment (-): \$18,960

Net Appraised: \$142,834

VALUE HISTORY



Values for the current year are preliminary and are subject to change.

VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2025	\$161,794	\$0	\$0	\$161,794	\$18,960	\$142,834
2024	\$161,794	\$0	\$0	\$161,794	\$42,766	\$119,028
2023	\$99,190	\$0	\$0	\$99,190	\$0	\$99,190
2022	\$99,190	\$0	\$0	\$99,190	\$0	\$99,190

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
DR1	DRAINAGE DISTRICT #1	0.112300	\$142,834	\$142,834
FD1	EMS DIST #01	0.026900	\$142,834	\$142,834
GHD	HIDALGO COUNTY	0.575000	\$142,834	\$142,834
JCC	SOUTH TEXAS COLLEGE	0.162000	\$142,834	\$142,834
SST	SOUTH TEXAS SCHOOL	0.049200	\$142,834	\$142,834
SWL	WESLACO ISD	0.948100	\$142,834	\$142,834

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
AC	ACREAGE	3.9600	172,497.6	\$0.94	\$161,794	\$0

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
12/14/21	WD	WARRANTY DEED	3BU FAMILY LIMITED	AL-SAYYED MAHER & MALEK				3291612



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-124	
From: ARMANDO ESPINOZA			
Subject: Approval on Resolution 2025-09 to apply for the FY2026 Criminal Justice Grant Program (Grant #5417701) to purchase active shooter training equipment with no match required. (Staffed by Police Department.)			
Background: The grant funds projects that promote public safety, reduce crime, and improve the criminal justice system.			
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):			
ROXANNE SAAVEDRA ARMANDO ESPINOZA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommends Approval			
Attachments, if any: R2025-09 FY2026 Criminal Justice Grant #5418301			
Responsibilities upon Approval:			

RESOLUTION NO. 2025-09

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that FY2026 Criminal Justice Grant Program be operated for 2025 through 2026; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2026 Criminal Justice Grant 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 that The City of Weslaco approves submission of the grant application for FY2026 Criminal Justice Grant Program to the Office of the Governor.

Grant Number: **5417701**

Passed and approved this 4th day of January 2025.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AT TO FORM:

Benjamin Castillo, **INTERIM CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-146	
From: ARMANDO ESPINOZA			
Subject: Approval on Resolution 2025-10 to apply to the FY2026 General Victim Assistance Grant Program (Grant #3814607) for salaries, overtime, and equipment, with 20% match required. (Staffed by Police Department.)			
Background: To provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following: Responding to the emotional and physical needs of crime victims; Assisting victims in stabilizing their lives after a victimization; Assisting victims to understand and participate in the criminal justice system; and Providing victims with safety and security.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Resolution 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 ARMANDO ESPINOZA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommends Approval			
Attachments, if any: R2025-10 FY2026 General Victim Assistance Grant #3814607			
Responsibilities upon Approval:			

RESOLUTION NO. 2025-10

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that FY2026 General Victim Assistance Grant Program be operated for 2025 through 2026; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2026 General Victim Assistance Grant 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 that The City of Weslaco approves submission of the grant application for FY2026 General Victim Assistance Grant Program to the Office of the Governor.

Grant Number: **3814607**

Passed and approved this 4th day of February 2025.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Benjamin Castillo, Interim City Attorney



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-126	
From: ARMANDO ESPINOZA			
Subject: Approval on Resolution 2025-11 to apply to the FY2026 Internet Crimes Against Children Grant Program (Grant #5417801) for overtime, training, and equipment, no match required. (Staffed by Police Department.)			
Background: The purpose is for projects that develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children that encompasses forensic and investigative components, training and technical assistance, victim services, and community education.			
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 ARMANDO ESPINOZA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommends Approval			
Attachments, if any: R2025-11 FY2026 Internet Crimes Against Children Grant #5417801			
Responsibilities upon Approval:			

RESOLUTION NO. 2025-11

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that FY2026 Internet Crimes Against Children Grant Program be operated for 2025 through 2026; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2026 Internet Crimes Against Children Grant 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 Ardian 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 that The City of Weslaco approves submission of the grant application for FY2026 Internet Crimes Against Children Grant Program to the Office of the Governor.

Grant Number: **5417801**

Passed and approved this 4th day of February 2025.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Benjamin Castillo, Interim City Attorney



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-127	
From: ARMANDO ESPINOZA			
Subject: Approval on Resolution 2025-12 to apply to the FY2026 Juvenile Justice and Truancy Prevention Grant Program (Grant #4003406) for salary, overtime pay, supplies, and equipment, no match required. (Staffed by Police Department.)			
Background: For projects that prevent violence in and around school; and to improve the juvenile justice system by providing mental health services, truancy prevention and intervention through community-based and school programs. Continuation of our First Offender Program.			
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):			
ROXANNE SAAVEDRA ARMANDO ESPINOZA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommends Approval.			
Attachments, if any: 2026_CEO-LE_Cert-Assurances_Form, R2025-12 FY2026 Internet Crimes Against Children Grant 4003406			
Responsibilities upon Approval:			



Office of the Governor

Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: City of Weslaco	Date: February 4, 2025
Agency/Department Name: Weslaco Police Department	
Name of Chief Executive Officer: Adrian Gonzalez, Mayor	
Name of Head of Law Enforcement Agency: Armando Espinoza, Interim Chief	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of City of Weslaco (“Grantee”) and as head of Weslaco Police Department (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2026 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2026 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency

RESOLUTION NO. 2025-12

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that FY2026 Internet Crimes Against Children Grant Program be operated for 2025 through 2026; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2026 Internet Crimes Against Children Grant 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 that The City of Weslaco approves submission of the grant application for FY2026 Internet Crimes Against Children Grant Program to the Office of the Governor.

Grant Number: **4003406**

Passed and approved this 4th day of February 2025.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Benjamin Castillo, Interim City Attorney



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-129	
From: ARMANDO ESPINOZA			
Subject: Approval on Resolution 2025-13 to apply to the FY2026 Project Safe Neighborhoods Grant Program (Grant # 5417901) for equipment and to pay for overtime, no match required. (Staffed by Police Department.)			
Background: For projects that are designed to create and foster safer neighborhoods through a sustained reduction in violent crime, including, but not limited to, addressing criminal gangs and felonious possession and use of firearms. Funding for surveillance operations by investigators.			
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):			
ROXANNE SAAVEDRA ARMANDO ESPINOZA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommends Approval.			
Attachments, if any: R2025-13 FY2026 Project Safe Neighborhoods Grant 5417901			
Responsibilities upon Approval:			

RESOLUTION NO. 2025-13

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that FY2026 Project Safe Neighborhoods Grant Program be operated for 2025 through 2026; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2026 Project Safe Neighborhoods Grant 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 that The City of Weslaco approves submission of the grant application for FY2026 Project Safe Neighborhoods Grant Program to the Office of the Governor.

Grant Number: **5417901**

Passed and approved this 4th day of February 2025.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Benjamin Castillo, Interim City Attorney



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-131	
From: ARMANDO ESPINOZA			
Subject: Approval on Resolution 2025-14 to apply to the FY2026 Rifle-Resistant Body Armor Grant Program (Grant # 5418001) to purchase rifle-resistant body armor, no match required. (Staffed by Police Department.)			
Background: For law enforcement agencies to equip peace officers with rifle-resistant body armor.			
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):			
ROXANNE SAAVEDRA ARMANDO ESPINOZA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommends Approval.			
Attachments, if any: R2025-14 FY2026 Rifle-Resistant Body Armor Grant 5418001			
Responsibilities upon Approval:			

RESOLUTION NO. 2025-14

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that FY2026 Rifle-Resistant Body Armor Grant Program be operated for 2025 through 2026; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2026 Rifle-Resistant Body Armor Grant 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 that The City of Weslaco approves submission of the grant application for FY2026 Rifle-Resistant Body Armor Grant Program to the Office of the Governor.

Grant Number: **5418001**

Passed and approved this 4th day of February 2025.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Benjamin Castillo, Interim City Attorney



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-132	
From: ARMANDO ESPINOZA			
Subject: Approval on Resolution 2025-15 to apply to the State and Local Cybersecurity Grant Program Workforce Development Projects (Grant #5418101) for training and software, with a 20% match. (Staffed by Police Department.)			
Background: Supports cybersecurity efforts to address imminent cybersecurity threats to local information systems including implementing investments that support local governments with managing and reducing systemic cyber risk.			
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):			
ROXANNE SAAVEDRA ARMANDO ESPINOZA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommends Approval			
Attachments, if any: R2025-15 FY2026 State and Local Cybersecurity Grant Program 5418001			
Responsibilities upon Approval:			

RESOLUTION NO. 2025-15

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that FY2026 State and Local Cybersecurity Grant Program (SLCGP) - Workforce Development Projects be operated for 2025 through 2026; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2026 State and Local Cybersecurity Grant Program (SLCGP) - Workforce Development Projects; 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 that The City of Weslaco approves submission of the grant application for FY2026 State and Local Cybersecurity Grant Program (SLCGP) - Workforce Development Projects to the Office of the Governor.

Grant Number: **5418101**

Passed and approved this 4th day of February 2025.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Benjamin Castillo, Interim City Attorney



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-133	
From: ARMANDO ESPINOZA			
Subject: Approval on Resolution 2025-16 to apply to the FY2026 State Crisis Intervention Grant Program (Grant #5418401) for crisis intervention training, no match required. (Staffed by Police Department.)			
Background: For projects that promote the prevention, intervention, and reduction of crime and violence and provide essential crisis services to at-risk populations within Texas communities.			
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):			
ROXANNE SAAVEDRA ARMANDO ESPINOZA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommends Approval.			
Attachments, if any: R2025-16 FY2026 State Crisis Intervention Grant Program #5418401			
Responsibilities upon Approval:			

RESOLUTION NO. 2025-16

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that FY2026 State Crisis Intervention Grant Program be operated for 2025 through 2026; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2026 State Crisis Intervention Grant 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 that The City of Weslaco approves submission of the grant application for FY2026 State Crisis Intervention Grant Program to the Office of the Governor.

Grant Number: **5418401**

Passed and approved this 4th day of February 2025.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Benjamin Castillo, Interim City Attorney



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-134	
From: ARMANDO ESPINOZA			
Subject: Approval on Resolution 2025-17 to apply to the FY2026 State Homeland Security Program – LETPA Projects (SHSP-L) (Grant #5418201) for FARO Scanner equipment upgrade no match required. (Staffed by Police Department.)			
Background: For projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens.			
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):			
ROXANNE SAAVEDRA ARMANDO ESPINOZA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommends approval.			
Attachments, if any: R2025-17 FY2025 State Homeland Security – LETPA Projects (SHSP-L) Grant 5418201			
Responsibilities upon Approval:			

RESOLUTION NO. 2025-17

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that FY2025 State Homeland Security Program – LETPA Projects (SHSP-L) be operated for 2025 through 2026; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2025 State Homeland Security Program – LETPA Projects (SHSP-L); 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 that The City of Weslaco approves submission of the grant application for FY2025 State Homeland Security Program – LETPA Projects (SHSP-L) to the Office of the Governor.

Grant Number: **5418201**

Passed and approved this 4th day of February 2025.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Benjamin Castillo, Interim City Attorney



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-135	
From: ARMANDO ESPINOZA			
Subject: Approval on Resolution 2025-18 to apply to the FY2026 State Homeland Security Program – Regular Projects (SHSP-R) (Grant #5418301) for replacement of police radios, and dispatch equipment, with no match. (Staffed by Police Department.)			
Background: For projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens.			
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):			
ROXANNE SAAVEDRA ARMANDO ESPINOZA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommends Approval.			
Attachments, if any: R2025-18 FY2025 State Homeland Security (SHSP-R) Grant #5418301			
Responsibilities upon Approval:			

RESOLUTION NO. 2025-18

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that FY2025 State Homeland Security Program – Regular Projects (SHSP-R) be operated for 2025 through 2026; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2025 State Homeland Security Program – Regular Projects (SHSP-R); 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 that The City of Weslaco approves submission of the grant application for FY2025 State Homeland Security Program – Regular Projects (SHSP-R) to the Office of the Governor.

Grant Number: **5418301**

Passed and approved this 4th day of February 2025.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Benjamin Castillo, Interim City Attorney



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-136	
From: ARMANDO ESPINOZA			
Subject: Approval on Resolution 2025-19 to apply to the FY2026 Violence Against Women Justice and Training Program (Grant #4507604) for violence against women training, with a 30% match. (Staffed by Police Department.)			
Background: For projects that promote a coordinated, multi-disciplinary approach to improve the justice system's response to violent crimes against women, including domestic violence, sexual assault, dating violence, and stalking. To provide staff with training on violence against women. Our general training budget will be used for the 30% match.			
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):			
ROXANNE SAAVEDRA ARMANDO ESPINOZA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommends Approval.			
Attachments, if any: R2025-19 FY2026 Violence Against Women Justice and Training Program #4507604			
Responsibilities upon Approval:			

RESOLUTION NO. 2025-19

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that FY2026 Violence Against Women Justice and Training Program be operated for 2025 through 2026; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2026 Violence Against Women Justice and Training 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 that The City of Weslaco approves submission of the grant application for FY2026 Violence Against Women Justice and Training Program to the Office of the Governor.

Grant Number: **4507604**

Passed and approved this 4th day of February 2025.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Benjamin Castillo, Interim City Attorney



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-121	
From: OMAR RODRIGUEZ			
Subject: Approval to authorize staff to solicit proposals for a customized lighted drone show for downtown fourth of July celebration. (Staffed by Parks & Recreation Department.)			
Background: The annual fourth of July celebration traditionally held at one of the City parks has become less inclusive due to limitations of presenting a public fireworks display. The advances of technology in lighted drone shows has lowered the cost making the shows available to local displays. Additionally, the proximity to the viewing public is closer than traditional fireworks and shows can be viewed as far as three miles away. Shows are approximately 12 minutes due to battery life of the drones. The adopted budget has \$30,000 available, which is the amount spent on last year's show. Staff will solicit proposals to be evaluated based on a \$30,000 budget, customization, creativity, quality, number of drones used and presenter's experience.			
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/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-140	
From: David Arce			
Subject: Approval to authorize staff to solicit bids for Lift Station #2 rehabilitation project located at Texas and Agostadero Street. (Staffed by Public Works Department.)			
Background: Public Works is seeking commission approval to rehabilitate Lift Station #2, located on the west side of Texas Blvd and Agostadero St. The lift station's wet well is in poor condition and require significant upgrades to ensure proper operation and extend their lifespan.			
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):			
David Arce David Arce Rosalinda Cavazos Xavier Salinas Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2025 LS 2 REHAB			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: February 4, 2025

To: City Commission

From: David Arce, Public Works Director

Subject: SOLICITATION OF BIDS FOR LIFTSTATION #2

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

Public Works is seeking commission approval to rehabilitate Lift Station #2, located on the west side of Texas Blvd and Agostadero St. The lift station's wet well is in poor condition and require significant upgrades to ensure proper operation and extend their lifespan.

The proposed rehabilitation scope includes:

- Installation of pumps (already in stock).
- Replacement of the control panel (already in stock).
- Replacement of existing pipes.
- Repairs to the concrete walls, including the application of an epoxy coating to enhance durability.

Additionally, the existing block building on the site is no longer functional and is recommended for demolition. In its place, we propose installing a high-security fence to improve safety and site access control.

The project also involves filling an existing dry well, which is no longer in use.

We request the commission's authorization to proceed with this critical project to improve and maintain the functionality of Lift Station #2.

Staff Recommends Approval



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-139	
From: David Arce			
Subject: Approval to authorize staff to solicit bids for sewer project located at the 400 Block of West Hidalgo Street. (Staffed by Public Works Department.)			
Background: <u>Project Scope</u> Install a new sewer line to service 10 existing/future residences. Maintain sewer service for current connections until transitioning to the new line. Compact utility cuts in the street (asphalt) to prepare for the city's application of hot mix.			
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 David Arce Rosalinda Cavazos Xavier Salinas Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Memo 2025 RFB SEWER LINE INSTALL, Hidalgo Project Top view, Hidalgo Project Details, Hidalgo Project Profiles			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



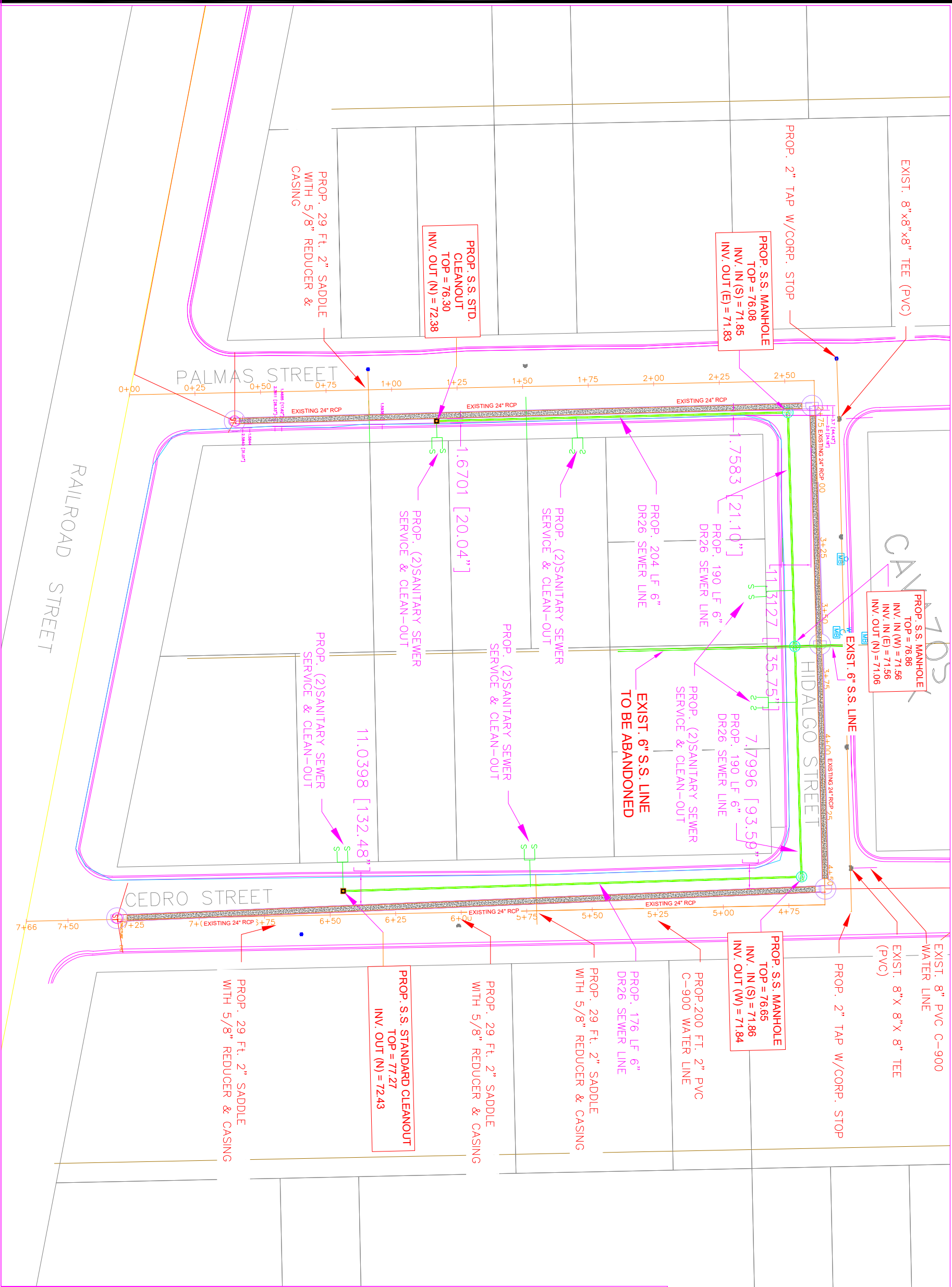
Adrian Gonzalez, Mayor
Israel Gonzalez, Jr., Mayor Pro-Tem, Commissioner At-large
Pete Garcia, Jr., Commissioner, At-large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: February 4, 2025
To: City Commission
From: David Arce, Public Works Director
Subject: SOLICIT FOR SEWER LINE INSTALL
Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Staff is seeking commission approval to solicit Request for Bids (RFB) for the installation of a new sewer line around Cavazos Park. This project is essential to improve sewer infrastructure, serve 10 existing/future residences, and maintain reliable service during the transition process.

Staff recommends approval



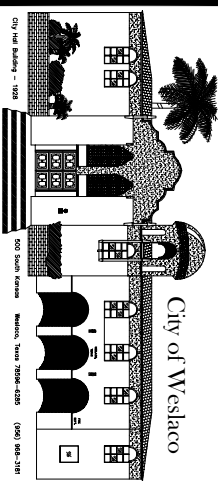
SHEET QUANTITIES

ITEM	UNIT	QTY
6" GATE VALVE	EA	0
4" PVC WATER LINE	LF	446
1" PVC WATER SERVICE	EA	12
6" SANITARY SEWER LINE	LF	535
6" SANITARY SEWER SERVICE	EA	12
S.S. MANHOLE	EA	3
S.S. BOOT	EA	2

This document is released for the purpose of preliminary review only under the authority of: Alberto J. Aldana P.E.
Texas Registration 79962
Date: October 25, 2024
It is not to be used for bidding, construction, or permit purposes.

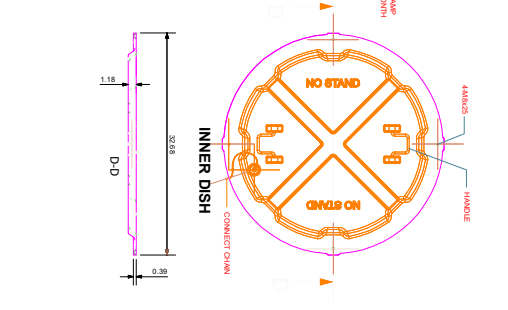
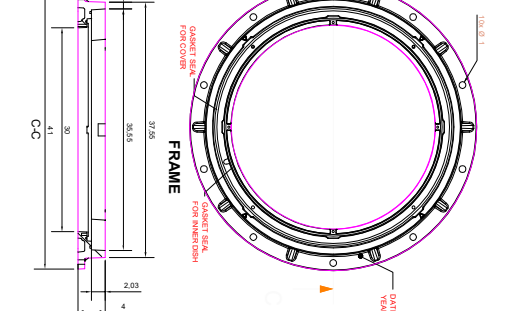
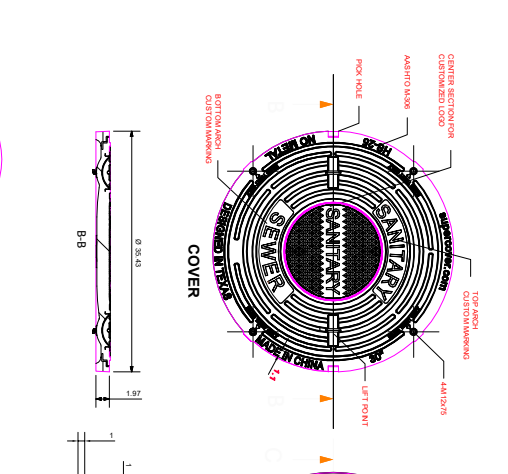
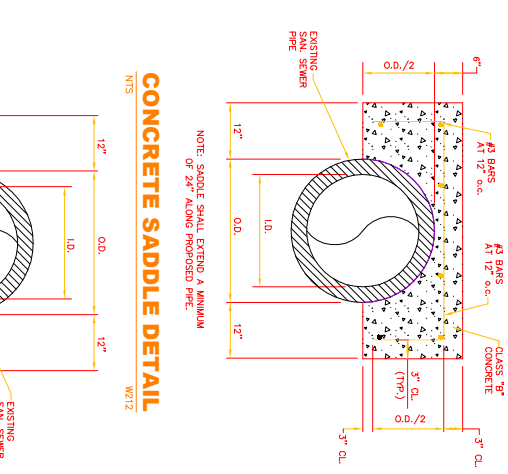
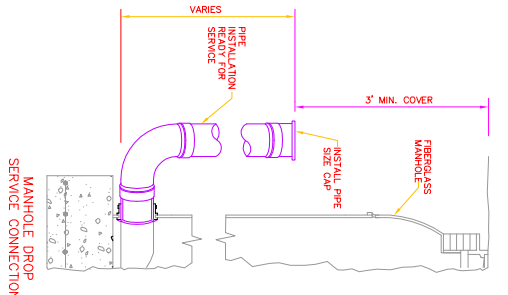
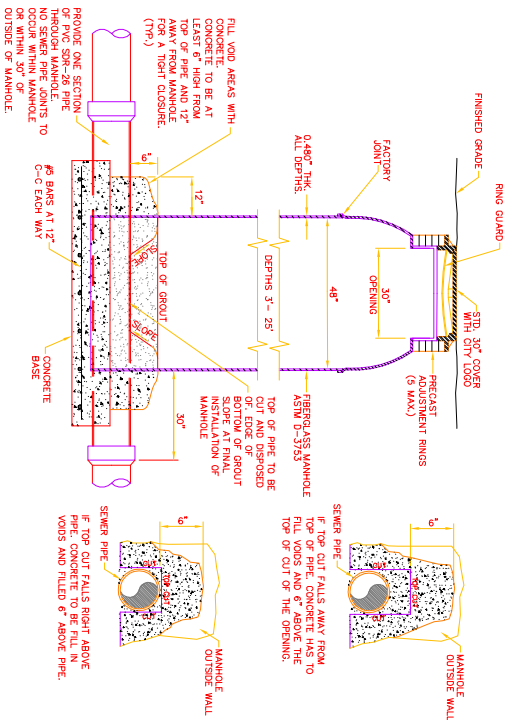
LEGEND

EXISTING	PROPOSED	
—2"W—	—4"W—	WATER LINE
—8"W—	—8"W—	WATER LINE
⊗	⊗	GATE VALVE
—6"SS—	—6"SS—	SANITARY SEWER LINE
—8"W—	—8"W—	SANITARY SEWER LINE



HIDALGO ST.
PROPOSED UTILITIES
CITY OF WESLACO
WATER & SANITARY SEWER LINE IMPROVEMENTS



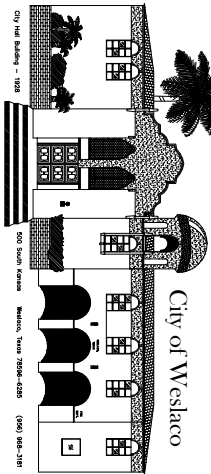
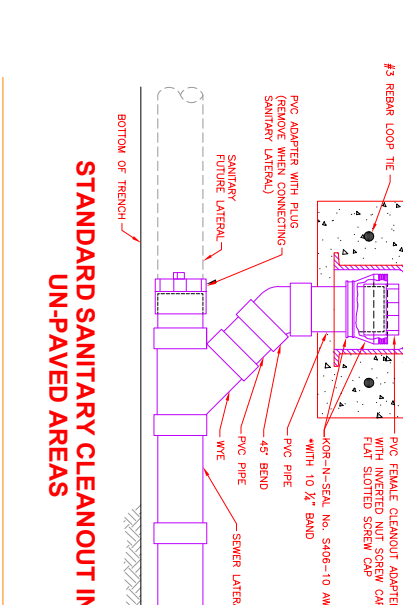
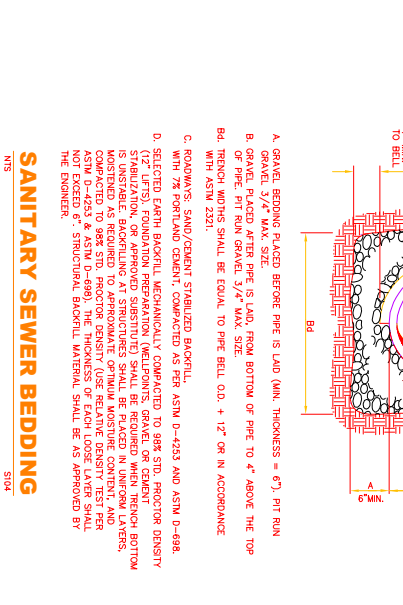
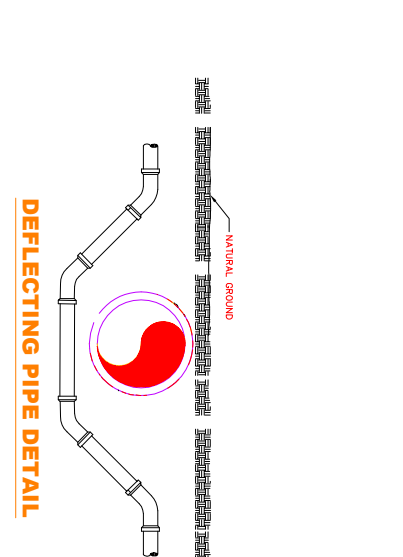
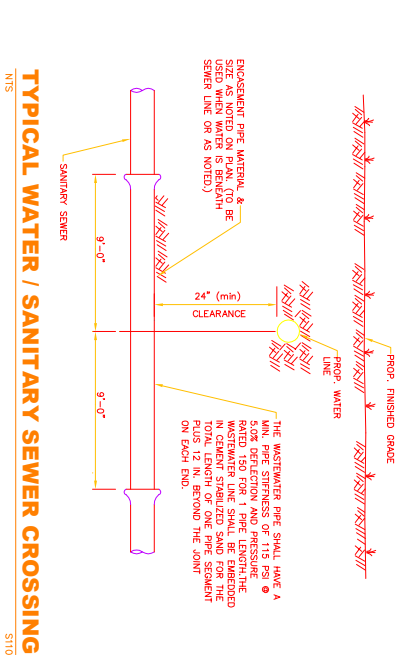
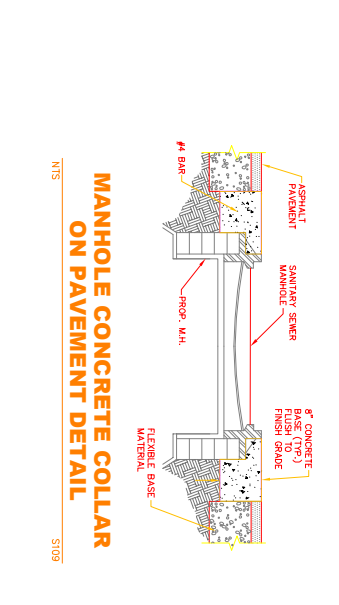
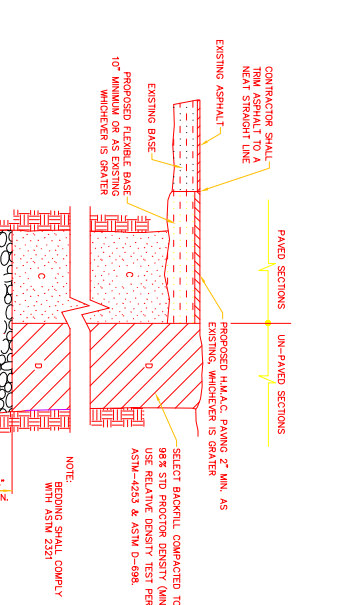
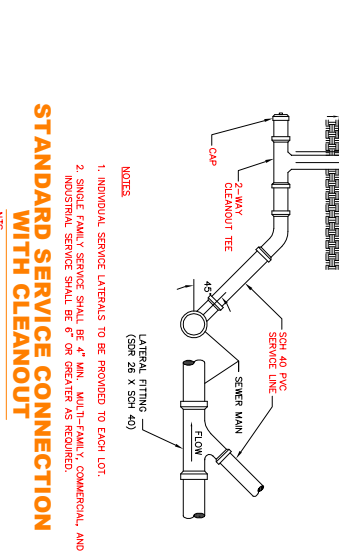
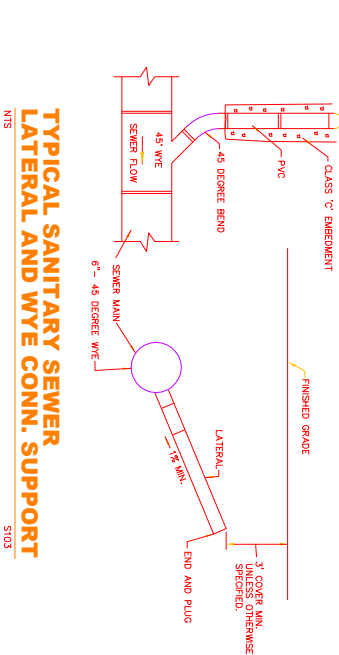


TYPICAL FIBERGLASS MANHOLE AND INSTALLATION

CONCRETE CRADLE DETAIL

COMPOSITE SEWER MANHOLE RING AND COVER DETAIL

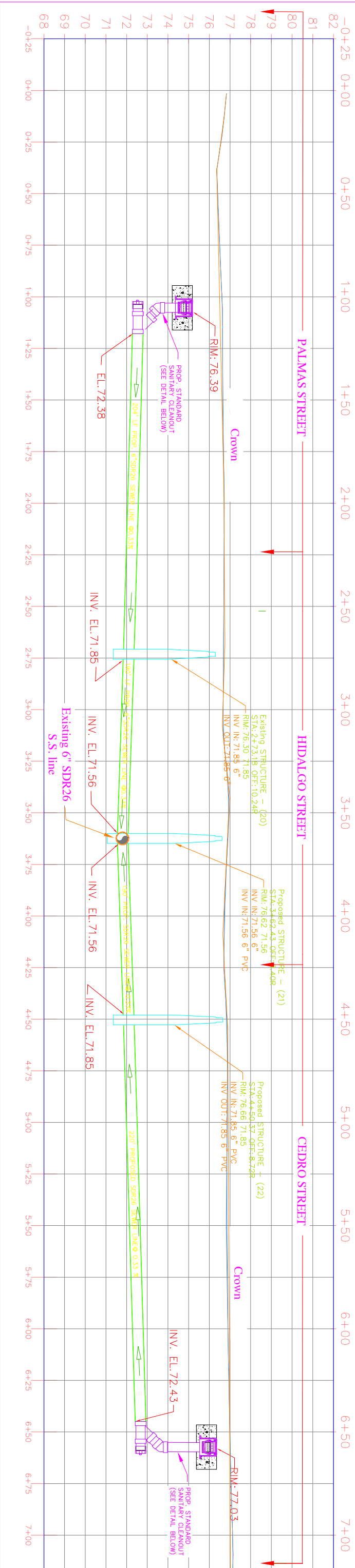
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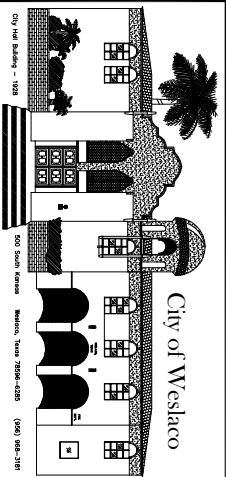
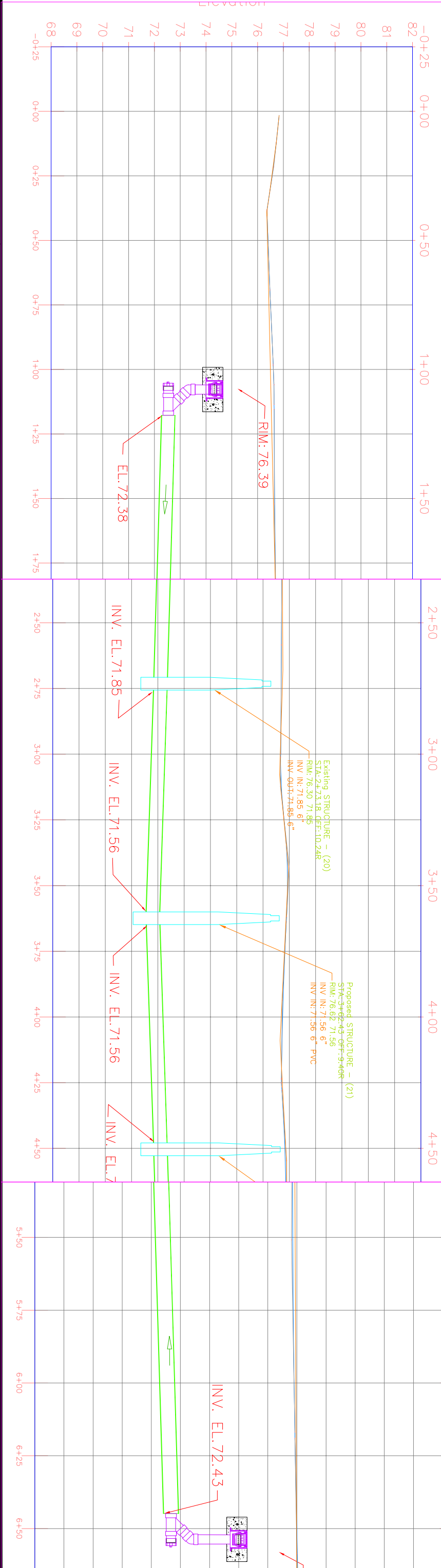
HIDALGO ST. PROPOSED UTILITIES CITY OF WESLACO SANITARY SEWER STANDARD DETAILS



Hidalgo St. Project Profile



Hidalgo St. Project Profile



HIDALGO ST. PROPOSED UTILITIES CITY OF WESLACO WATER & SANITARY SEWER PROFILE





Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-33	
From: David Arce			
Subject: Approval to authorize staff to solicit bids for 15 manhole rehabilitation in various locations. (Staffed by Public Works Department.)			
Background: Staff is seeking bids from qualified contractors for the rehabilitation of 15 identified manholes at various locations within the city. The rehabilitation will involve the installation of new rings, covers, the construction of new benches, and the application of an epoxy coating to the walls.			
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):			
David Arce David Arce Rosalinda Cavazos Xavier Salinas Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2025 RFB MANHOLE			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: February 4, 2025

To: City Commission

From: David Arce, Public Works Director

Subject: SOLICIT FOR RFB MANHOLE REHAB

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

Project Overview:

Staff is seeking bids from qualified contractors for the rehabilitation of 15 identified manholes at various locations within the city. The rehabilitation will involve the installation of new rings, covers, the construction of new benches, and the application of an epoxy coating to the walls. This bid will be based on unit cost per location detailed below.

Scope of Work:

1. **Removal and Replacement of Manhole Rings and Covers:**
 - Remove existing manhole rings and covers.
 - Supply and install new rings and covers (Super Cover).
2. **Construction of New Benches:**
 - Remove the existing bench as needed.
 - Construct new bench
3. **Construction of Concrete Around Cover:**
 - Construct concrete around the cover.
4. **Epoxy Coating for Walls:**
 - Clean and prepare manhole walls according to manufacturer's recommendations.
 - Apply an approved sprayed epoxy coating to protect against water infiltration and chemical attack.

Staff recommends approval



Standardized Agenda Request Form

Date of Meeting: February 4, 2025	Agenda Item No. (to be assigned by CSO): 2025-150	
From:		
Subject: Approval to terminate Lease Agreement for parking at property legally described as the South 12.50' of Lot 3 and Lots 4-9, Block 26, Weslaco Original Townsite, Subdivision, Weslaco, Hidalgo County. (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 staff.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-109	
From:			
Subject: Discussion and consideration on Resolution 2025-04 to appoint a member to the Planning and Zoning Commission to fill a vacancy for an unexpired term. (There was no action on January 21, 2025; staffed by Planning and Code Enforcement Department/City Secretary.)			
Background: An appointment is needed to fill a vacancy of an unexpired term.			
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 REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve nominee as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Board App - Richard Valdez, R2025-04 appt PZ member unexpired term			
Responsibilities upon Approval:			



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: Richard Valdez DATE: 1/31/2025

HOME ADDRESS: 4409 Vida Santa Weslaco, TX 78596

☒ Inside City Limits

☐ Outside City Limits

MAILING ADDRESS: 4409 Vida Santa Weslaco, TX 78596

TELEPHONE: (Residence) (956) 793-9760 (Cell) (956) 793-9760

E-MAIL ADDRESS: RRichv22@gmail.com

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

Real Estate Consultant and Development

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

Retail Automotive for 28 years
Real Estate Development for 4 months

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

AMBULANCE ADVISORY BOARD _____
ANIMAL SHELTER ADVISORY BOARD _____
BOARD OF ADJUSTMENTS - BUILDING _____
BOARD OF ADJUSTMENTS - ZONING _____
CITIZENS DRAINAGE ADVISORY BOARD _____
CIVIL SERVICE BOARD _____
HOTEL OCCUPANCY TAX ADVISORY BOARD _____

ECONOMIC DEVELOPMENT CORPORATION _____
MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____
PARKS & RECREATION ADVISORY BOARD _____
PLANNING & ZONING COMMISSION 1 _____
WESLACO AIRPORT COMMITTEE _____
WESLACO RECYCLING TASK FORCE _____

RETURN FORM & DISCLOSURE FORM TO:

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

FOR OFFICE USE ONLY

APPOINTED TO: _____

DATE: _____

PUBLIC ACCESS ☐ YES
☐ NO



APPLICATION TO SERVE ON BOARD & COMMITTEES

BOARD MEMBER ELECTION ON DISCLOSURE

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

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

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

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

☒ **I DO** elect public access to my:
 ☒ home address
 ☒ home telephone number or cell phone number
 ☒ personal email address

☐ **I DO NOT** elect public access to my:
 _____ home address
 _____ home telephone number or cell phone number
 _____ personal email address

Applicant's Signature

1-31-2025

Date

Applicant's Printed Name

RESOLUTION NO. 2025-04

A RESOLUTION OF THE CITY OF WESLACO APPOINTING
MEMBER TO THE PLANNING AND ZONING COMMISSION
BOARD.

WHEREAS, the City of Weslaco created and established the Planning and Zoning Commission Board pursuant to Subsection 2-36 of Ordinance No. 291, as codified in the City of Weslaco Code of Ordinances.

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

WHEREAS, the Planning and Zoning Commission Board members shall serve without compensation; and

WHEREAS, a vacancy to fill an unexpired term to the Planning and Zoning Commission is needed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individual is appointed to serve an unexpired term on the Planning and Zoning Commission Board.

NAME

UNEXPIRED TERM ENDING

11/19/2027

PASSED AND APPROVED on this 21st day of January 2025.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Benjamin Castillo, INTERIM CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-110	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Final Plat for South Bridge Ranchettes Subdivision being 25.45 acres out of Farm Tracts 757, Blk. 140, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located on the Northeast corner of Bridge and Mile 5 N. (There was no action January 21, 2025; staffed by Planning & Code Enforcement Department.)			
Background: The proposed eighteen (18) lot subdivision is located inside the City of Weslaco. This subdivision is being serviced with water by City of Weslaco through an 8" waterline and sewer by OSSF. The property is within a Flood Zone "X". Applicant has requested a variance for OSSF and lack of curb and gutter along Bridge and Mile 5 north.			
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 January 8, 2025.			
ADELAIDA VEGA 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 request.			
Attachments, if any: South Bridge Ranchettes - Memo, South bridge ranchettes subd.-Application, Drainage Report and Legal documents, South.Bridge.Ranchettes.Plans.24x36.10.08.23, South Bridge Ranchettes- Aerial			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: South Bridge Ranchettes - Final Plat

DATE: January 13, 2025

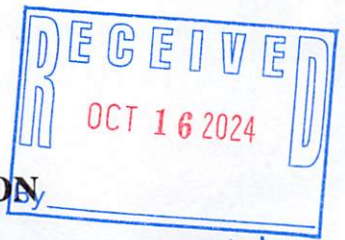
The proposed eighteen (18) lot subdivision is for residential use and is located inside the City of Weslaco. The subdivision will be provided with water and sanitary sewer by OSSF. The nearest sanitary sewer line is located approximately 390 feet north at the intersection of S. Bridge and E 23rd Street and is too shallow to service this area. The developer has requested a variance for OSSF and lack of curb and gutter along South Bridge and Mile 5 north. The Planning & Zoning Commission recommended approval of the final plat.

Thank you,

Rebekah de la Fuente, CFM



SUBDIVISION PLATTING APPLICATION



PLAT-000720-2024

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: SOUTH BRIDGE RANCHETTES SUBD.

Location: NEC. S. BRIDGE & MILE 5 NORTH ROAD

Legal Description: 25.45 AC. O/B F.T. 757, BIK. 140, WEST AND ADAMS TRACT SUBD., H.C.T.

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: RESIDENTIAL

Existing Land Use: OPEN Proposed Land Use: SINGLE FAMILY HOME

Number of Lots Proposed: 18 Gross Acreage: 25.45

Title Report Submitted: ☐ YES ☐ NO

OWNER INFORMATION

Owner's Name: CYNTHIA O'BRIEN Telephone: (956) 778-0140 Luis Reyes

Address: 152 E. 94TH ST., APT 65 Fax: _____

City: NEW YORK State: NY Zip: 10128 E-mail: LUIS REYES 034@ymail.com

ENGINEER INFORMATION

Name: DAVID SALINAS Telephone: 682-9081

Address: 2221 DAFFODIL AVE. Fax: 682-1489

City: MESQUITE State: TX Zip: 78501 E-mail: dsalinas@salinasengr.com

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

ENR

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: City of Weslaco
☒ YES ☐ NO Wastewater Provision: SEPTIC TANK (VARIANCE)
☒ YES ☐ NO Electric Company: AEP / MANGIC VALLEY

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

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>#1</u>	☒ YES ☐ NO Irrigation District <u>#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

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

- _____ 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

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: Cynthia O'Brien

Owner Signature: Cynthia O'Brien Date: 10/2/23

_____ is the authorized agent

Authorized Agent Signature: [Signature] Date: 10/2/23

Authorized Agent Printed Name: David D. Schwie

THIS PAGE FOR STAFF USE ONLY

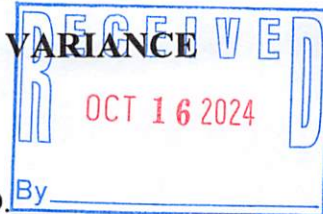
Date Received: _____ Received By: _____ Date Paid: _____

Preliminary Subdivision Review Date: _____

General Comments: _____



VAR-000721-2024
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: SOUTH BRIDGE RANCHETTES SUBD.

Location: NBC S. BRIDGE 1/2 MILE S NORTH ROAD

Legal Description: 25.45 AC. O/O F.T. 757, BIK 140,
WEST AND ADAMS TRACT SUBD., D.C.T.

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:

A. EXISTING CITY SEWER LINES ARE NOT DEEP
ENOUGH TO ACCEPT SEWER FROM THESE LOTS.

☐ Fire Hydrants ☐ YES ☐ NO

B. LIFT STATION IS AT MAX. CAPACITY

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: CYNTHIA O'BRIEN Telephone: (906) 778-0140 LUIS REYES
Address: 152 E. 94TH ST. APT. 6J Fax: _____
City: NEW YORK State: NY Zip: 10128 E-mail: LUISREYES034@YAHOO.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: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature: [Signature] Date: 10/2/23

Authorized Agent Printed Name: DAVID OMAR SALINAS, P.E.

**RECEIVED**

NOV 18 2024

APPLICATION FOR SUBDIVISION VARIANCE

VAR-000741-2024

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 INFORMATIONName of Subdivision: SOUTH BRIDGE RANCHETTESLocation: N.E.C OF BRIDGE ST. : M.I.E 5 NORTHLegal Description: 25.45 AC. O/O F.T. 757, BIK 140,
WEST : ADAMS TRACT**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:

☐ 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 CURB & GUTTER ☐ YES ☒ NO

Describe in detail the reason for the variance request:

RURAL TYPE AREA - NO CURB & GUTTER STREETS
NEAR SITE

OWNER INFORMATION

Owner's Name: CYNTHIA O' BRIEN Telephone: 956-778-0140

Address: 159 E. 94TH ST. APT 6J Fax: _____

City: NEW YORK State: NY Zip: 10128 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: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature: [Signature] Date: 11/14/24

Authorized Agent Printed Name: David Omer Sellers

ENV-00022499



**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: SOUTH BRIDGE RANCHETTES
Location: N.E.C S. BRIDGE 1/2 MILE S NORTH ROAD
Applicant: DAVID SALINAS ☐ Owner ☒ Agent
Address: 2221 DAFFODIL AVE. Phone Number: 682-9081
MENARD TX 78501

B. Trip Generation Calculation

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

ITE Code	Anticipated Land Use	Project Size			AM Peak Hour Trips	PM Peak Hour Trips	Weekday Trips
		Acres	GFA	# of Units			
210	RESIDENTIAL	25.45	4500	18	24.65	24.11	9.74

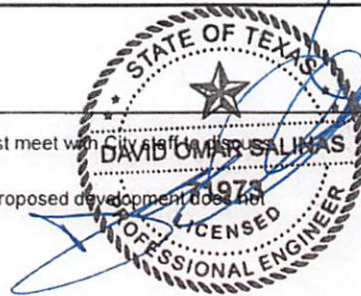
Comments: _____
Prepared by: DAVID SALINAS Date: _____
Address: 2221 DAFFODIL AVE Phone Number: 682-9081
MENARD TX 78501

(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 on 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#: _____





PLAN CORRECTIONS REPORT PAR-000354-2022 FOR CITY OF WESLACO

PLAN ADDRESS: South Bridge Ranchettes
Weslaco, TX 78596

PARCEL:

APPLICATION DATE: 12/06/2022 **SQUARE FEET:** 0.00 **DESCRIPTION:** SOUTH BRIDGE RANCHETTES
EXPIRATION DATE: 12/06/2023 **VALUATION:** \$0.00

CONTACTS	Name	Company	Address
Engineer	DAVID SALINAS	SALINAS ENGINEERING	2221 Daffodil Ave McAllen, TX 78501
Owner	CYNTHIA O'BRIAN		E 152 9Th St, Apt 6J New York, NY 10128

Pre-Application Subdivision Review

REVIEW ITEM	STATUS	REVIEWER
Building Review - Planning v.1 Building Review - Planning	Approved	felix salazar email: fsalazar@weslacotx.gov
Engineering v.1 Review conducted by the engineering department	Requires Re-submit	Alberto Aldana Ph: 956-447-3401 email: aaldana@weslacotx.gov
Engineering v.2 Review conducted by the engineering department	Requires Re-submit	Alberto Aldana Ph: 956-447-3401 email: aaldana@weslacotx.gov
Engineering v.3 Review conducted by the engineering department	Approved with Comments	Alberto Aldana Ph: 956-447-3401 email: aaldana@weslacotx.gov
Fire Review v.1 Review by the fire department	Requires Re-submit	Mike Swinnea Ph: 956-447-1990 email: mswinnea@weslacotx.gov
Fire Review v.2 Review by the fire department	Approved with Comments	Mike Swinnea Ph: 956-447-1990 email: mswinnea@weslacotx.gov
Planning/Zoning v.1 Review conducted by the planning and zoning department	Requires Re-submit	Rebekah de la Fuente Ph: 956-447-3401 email: rdelafuente@weslacotx.gov
Planning/Zoning v.2 Review conducted by the planning and zoning department	Approved	Kayla Arevalo email: karevalo@weslacotx.gov
Police v.1 Review conducted by the police department	Approved	Eric Hernandez Ph: 956-968-8591 email: ehernandez@weslacotx.gov
Public Works v.1 Public Works	Requires Re-submit	Marcelo Cosme Ph: 956-973-3146 email: mcosme@weslacotx.gov
Public Works v.2 Public Works	Requires Re-submit	Marcelo Cosme Ph: 956-973-3146 email: mcosme@weslacotx.gov
Public Works v.3 Public Works	Approved with Comments	Marcelo Cosme Ph: 956-973-3146 email: mcosme@weslacotx.gov

CONDITION(S) Shall have fire hydrant within 400'. Shall have 4 1/2" outlet facing the street with 18" to 24" clearance from bottom of outlet to grade level for hydrant wrench - Shall have fire hydrant within 400'. Shall have 4 1/2" outlet facing the street with 18" to 24" clearance from bottom of outlet to grade level for hydrant wrench. Hydrants shall be marked on the streets with reflective blue marker to show location of hydrants. Hydrants shall have 3' clearance from any fences, poles, brush, etc.
Comment: Plans do not comply. Shall re-submit.

General Condition - Public works approved with comments

Comment: Meter boxes to be DFW 1300 with blue lids and antenna hole "boxes are 2 to 4 months lead time for delivery"

General Condition - Engineering approved with comments

Comment: • Please submit a Trip Generation Worksheet

Rebekah M. De La Fuente

From: Rebekah M. De La Fuente
Sent: Tuesday, October 10, 2023 1:56 PM
To: Mickael Salinas
Cc: David Salinas; Monica Guerra
Subject: RE: South Bridge Ranchettes Subdivision
Attachments: Subdivision review report.pdf

Good Afternoon,

Attached is the subdivision review report, your project has been approved with comments. Please submit the following items for the next P&Z meeting:

- Subdivision platting application
- \$355.00 application fee
- \$100.00 fire review fee
- 12 sets plat sheets (plat, drainage, paving, utility)
- Approved drainage report
- Variance application for off-site drainage with letters of support and variance for OSSF
- \$105.00 application fee

Rebekah de la Fuente, CFM
Planning & Code Enforcement Director

City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596
Ph: (956) 447-3403
Fax: (956) 973-3128
rdelafuente@weslacotx.gov



From: Mickael Salinas <msalinas@salinasengineering.com>
Sent: Monday, October 2, 2023 12:56 PM
To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Cc: David Salinas <dsalinas@salinasengineering.com>; Monica Guerra <mguerra@salinasengineering.com>
Subject: South Bridge Ranchettes Subdivision

Good Afternoon Rebekah,

Please find attached the updated plans as per comments received from all entities. When you have a moment, take a look and let me know if I have the OK to proceed with the next submittal.

Thanks !

Mick Salinas

Salinas Engineering and Associates

DRAINAGE REPORT

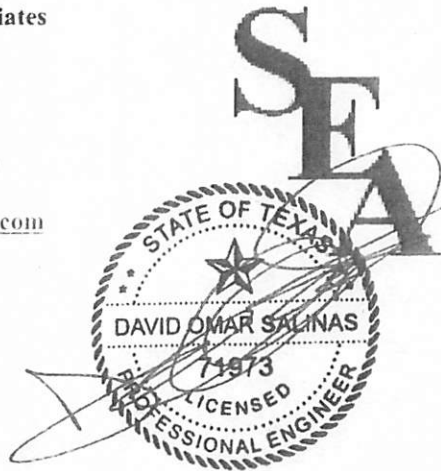
SOUTH BRIDGE RANCHETTES SUBDIVISION

CITY OF WESLACO, HIDALGO COUNTY, TEXAS

PREPARED BY:

David Omar Salinas, P.E., R.P.L.S.
Salinas Engineering & Associates
(TBE F-6675)
2221 Daffodil Ave.
McAllen, Texas. 78501
(956) 682-9081
(956) 686-1489 Facsimile
(956) 648-8899 Cell
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May 23, 2023



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Drainage Report Narrative: Page 2.-5.

- A. Hydrograph: 10 and 50 -Year Storm Events Dated 5/23/23 attached
- B. Plat reduction of South Bridge Ranchettes Subdivision, Weslaco
- C. Copy of FIRM – Zone “X CPN 480334 0450 C, dated 11/16/82
Revised to reflect LOMR dated 05/30/02).
- D. Other drainage report exhibits

DRAINAGE REPORT NARRATIVE

Proposed South Bridge Ranchettes Subdivision is a twenty-five 25.45 Gross acres (22.93 Net Acres) residential plat of land out of Farm Tract 757, Block 140, West Tract Subdivision, Hidalgo County, Texas, and, is located at the immediate NWC corner of South Bridge Street and Mile 5 North Road INSIDE the limits of the City of Weslaco (tract was recently annexed into the City of Weslaco). This tract measures 1,809.85 gross feet along South Bride Road and 660.0 gross feet along Mile 5 North Road. Adjacent land uses to the tract are agriculture to the east and institutional to the north with South Bridge Street along the west and Mile 5 North Road along the south sides. The lands being platted are located in Zone “X” as per the FIRM Community Panel No. 480334 0450 C, dated 11/16/82 revised to reflect LOMR dated 05/30/02. Zone “X” areas are defined as “...Areas of 500-year flood; areas of the 100-year flood with average depths less than one foot or with drainage areas less than 1 square mile; and area protected by levees from 100-year flood.”

The site was formally a citrus grove but has since been cleared. Both South Bridge Road and Mile 5 North Road are improved with pavement (county section type two-way traffic) and have very minimal bar ditches (almost non-existent). There is no formal drainage (conventional storm sewer) that services this area.

It is being proposed that this development shall consist of 18 residential lots; however it is noted that the corner lot -- Lot 1 -- may be used as a commercial lot.

Soils of this proposed plat consist of, in part, a Hidalgo sandy clay loam complex (Map Unit No. 28) -- these Group B soils are well drained with slow surface runoff with moderate permeabilities -- said soils are capability subclass IIc, non-irrigated and in class I irrigated in the Gray Sandy Loam range, and, in part a Hidalgo sandy clay loam complex (Map Unit No. 29) -- these Group B soils are well drained with slow surface runoff and moderate permeabilities -- said soils are capability subclass IIc, non-irrigated and irrigated and are in the Gray Sandy Loam range site. Both of these soils can be seen on Sheet 112 of the Soil Survey of Hidalgo County, Texas.

Cross section elevations reveal that these lands have a slope that tend to converge in the center of the subject property with flows away from both South Bridge and Mile 5 North Roads at an average slope of 0.25%. The existing bar ditches are minimal in size and do not exhibit any real definitive direction of where drainage waters go -- bar ditch waters originate from the paved section of both roads. However, gently waters entering the bar ditch along Mile 5 North tend and appear to flow easterly away from this site.

In accordance with the drainage policies of the City of Weslaco, this subdivision shall be required to provide for the detention of drainage waters created by the improvement to this 22.93 Net acre property. Using the Modified Rational Method (*For Reference: TxDOT Intensity-Frequency-*

**Duration Coefficients for Texas Counties HDM (2004)) over a 10 and 50 Year storm event. –
For Reference: FHWA, Urban Drainage Design Manual HEC -22 (2001):**

Detention is being provided by the provision of drainage swales are the rear of all lots to capture overland flows of waters. The City of Weslaco is permitting on-site detention such that swales provide will meet the minimum dry volume of waters pro-rated for each lot as follows:

Using an existing drainage coefficient of 0.20 and a computed future drainage coefficient of 0.32 the attached hydrograph using a slope of 0.25% over an average drainage run of 800.0 feet, the improved condition shall create the need for an additional minimum storage of 66,311.28 Cu. Ft., or, 1.52 Ac. Ft., and, runoff shall increase from 12.95 CFS (10-year storm event) to 16.74 CFS (50-year storm event) – this is an increase of 3.79 CFS. This newly crated volume of water is equivalent to a layer of water 0.65 inches deep if spread out evenly over the 22.93 net acre site.

Minimum per lot pro-rated storage per lot as follows:

Lot 1: 5,292.18 Cu. Ft.
Lot 2. Thru 4: 1,879.74 Cu. Ft.
Lots 5. Thru 16.: 4,106.50 Cu. Ft.
Lot 17: 3,701.63 Cu. Ft.
Lot 18: 2,284.60 Cu. Ft.

The subdivider shall also provide for the cleaning and regrading of all bar ditches along South Bridge and Mile 5 North Roads with the construction of not less than 24" culverts for each lot for entry into the lots from both South Bridge Road and Mile 5 North. It is a standard culvert installation – flow line of each culvert shall be placed at ½ the pipe diameter below the flow line of the bar ditch.

Additionally, the minimum finished floor elevation of all lot improvements shall be:

For Lots 1-6: 77.0
For Lots 7-11: 75.0
For Lots 12-18: 77.50, and,

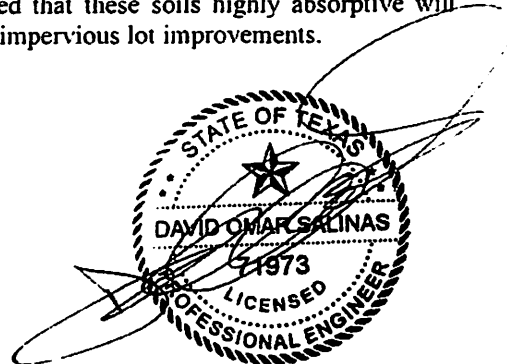
all lots shall be graded at a slope of not less than 2% from the building area to each lot's respective drainage swale to ensure that the overland flows from each lot flow into the respective drainage swales. It is expected that due to the size of the lots residential impervious improvements in comparison to the net lot areas will create a minimal impact to the existing and proposed drainage condition will occur. It is expected that these soils highly absorptive will absorb much of the new drainage waters created by the impervious lot improvements.

David Omar Salinas. P.E.
Plat Engineer.

- ☐ REJECTED
- ☒ APPROVED FOR SUBMITTAL
 - ☐ TO H.C. PLANNING DEPT.
 - ☒ TO CITY
- ☐ DISCHARGE PERMIT REQUIRED
 - ☐ DISTRICT FACILITY
 - ☐ CITY FACILITY
 - ☐ OTHER _____



image Report Information
drainagereport.052323



Alexis Lozano
H.C.D.D. NO. 1

6/7/23
DATE

Area: 22.93 acres
Length of Basin: 800.00 ft
Avg. Basin Slope (Und.): 0.25 %
Undeveloped L: 72.74 min
Developed L: 63.04 min

0
FAA-0 RM-1
72.74 0
63.04 0

Proposed
LAND CHARACTER
4.13 acres 0.9 Developed
18.80 acres 0.20 Undeveloped
0.32 C (composite, developed)

Existing
LAND CHARACTER
0.00 acres
22.93 acres
0.20 C (composite, developed)

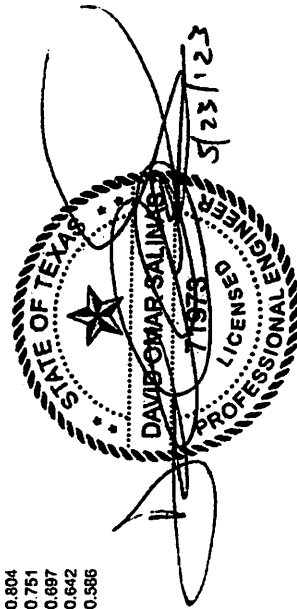
2004
Undeveloped Calculations
County: HIDALGO COUNTY, TEXAS

2-year	e	b	d	I_p (in/hr)	I_{10} (in/hr)	OUTFLOW (Undeveloped)	Q_{10}
0.831	74	9.6	1.89				8.69
5-year	e	b	d	I_p (in/hr)	I_{10} (in/hr)	OUTFLOW (Undeveloped)	Q_5
0.795	80	9.2	2.41				11.05
10-year	e	b	d	I_p (in/hr)	I_{10} (in/hr)	OUTFLOW (Undeveloped)	Q_{10}
0.778	87	9.2	2.82				12.95
25-year	e	b	d	I_p (in/hr)	I_{10} (in/hr)	OUTFLOW (Undeveloped)	Q_{25}
0.771	98	9.2	3.28				15.04
50-year	e	b	d	I_p (in/hr)	I_{10} (in/hr)	OUTFLOW (Undeveloped)	Q_{50}
0.749	99	9.2	3.65				16.74
100-year	e	b	d	I_p (in/hr)	I_{10} (in/hr)	OUTFLOW (Undeveloped)	Q_{100}
0.74	103	9.6	3.94				18.06

Accumulated Runoff Calculations: 50 year storm
LIMIT OUTFLOW: 12.95

L (min)	Intensity (in/hr)	Peak Disch. (cfs)	Acc. Runoff (acre ft)	Runoff difference (acre ft)	Acc. Disch. (cfs)	Net Storage (acre ft)
10	10.83	79.43	1.094	1.0941	0.651	0.443
20	7.91	58.03	1.598	0.5044	0.741	0.858
30	6.34	46.54	1.923	0.3246	0.830	1.093
40	5.35	39.26	2.163	0.2398	0.919	1.244
50	4.66	34.18	2.354	0.1908	1.008	1.346
60	4.14	30.41	2.513	0.1591	1.087	1.415
70	3.75	27.48	2.650	0.1369	1.167	1.463
80	3.43	25.14	2.770	0.1205	1.276	1.495
90	3.16	23.22	2.878	0.1079	1.385	1.513
100	2.94	21.61	2.976	0.0978	1.454	1.522
110	2.76	20.23	3.066	0.0897	1.543	1.522
120	2.60	19.05	3.148	0.0829	1.632	1.516
130	2.45	18.01	3.226	0.0771	1.722	1.504
140	2.33	17.10	3.298	0.0722	1.811	1.487
150	2.22	16.29	3.366	0.0680	1.900	1.468
160	2.12	15.56	3.430	0.0643	1.989	1.441
170	2.03	14.91	3.491	0.0610	2.078	1.413
180	1.95	14.31	3.549	0.0580	2.168	1.381
190	1.88	13.77	3.604	0.0554	2.257	1.348
200	1.81	13.28	3.657	0.0530	2.346	1.311
210	1.75	12.82	3.708	0.0509	2.435	1.273
220	1.69	12.40	3.757	0.0489	2.524	1.233
230	1.64	12.01	3.804	0.0471	2.614	1.191
240	1.59	11.65	3.850	0.0455	2.703	1.147
250	1.54	11.31	3.894	0.0440	2.792	1.102
260	1.50	10.99	3.936	0.0425	2.881	1.055
270	1.46	10.70	3.978	0.0412	2.970	1.007
280	1.42	10.42	4.018	0.0400	3.059	0.958
290	1.38	10.16	4.057	0.0389	3.149	0.908
300	1.35	9.91	4.094	0.0378	3.238	0.856
310	1.32	9.67	4.131	0.0368	3.327	0.804
320	1.29	9.45	4.167	0.0359	3.416	0.751
330	1.26	9.24	4.202	0.0350	3.505	0.697
340	1.23	9.05	4.236	0.0341	3.595	0.642
350	1.21	8.86	4.269	0.0333	3.684	0.586

66,311.28 Cu. Ft.
Total (or 1.52 Ac. Ft.)



ORDINANCE NO. 2022-18

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LANDOWNER SUCH LAND BEING 25.45 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.

WHEREAS, the City of Weslaco, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City Council, in compliance with §43.021, *Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby annexed is adjacent and contiguous to the present City limits;

WHEREAS, the boundaries of the City are contiguous to the subject property on at least two sides;

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 25.41 acres and are more specifically described as follows, to-wit:

METES AND BOUNDS DESCRIPTION

BEING A 25.45 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF FARM TRACT 757, BLOCK 140, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 25.45 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL FOUND ON THE SOUTHEAST CORNER OF SAID FARM TRACT 757 LOCATED AT THE INTERSECTION OF MILE 4 ½ WEST ROAD (AKA SOUTH BRIDGE AVE.) AND MILE 5 NORTH ROAD FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

- (1) THENCE, NORTH, COINCIDENT WITH THE WEST LINE OF SAID FARM TRACT 757, A DISTANCE OF 1,809.85 FEET TO NAIL SET IN THE CENTER OF SAID SOUTH BRIDGE AVE FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (2) THENCE, SOUTH 57 DEGREES 50 MINUTES EAST, A DISTANCE OF 47.23 FEET TO A ½ INCH DIAMETER IRON ROD SET ON THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH BRIDGE AVE. FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

- (3) THENCE, SOUTH 70 DEGREES 03 MINUTES EAST, A DISTANCE OF 659.60 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (4) THENCE, SOUTH, A DISTANCE OF 1,529.65 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 5 NORTH ROAD, AT A DISTANCE OF 1,559.65 FEET IN ALL TO NAIL FOUND ON INTERSECTION WITH THE SOUTH LINE OF SAID FARM TRACT 757 LOCATED IN THE CENTER OF SAID MILE 5 NORTH ROAD FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (5) THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID FARM TRACT 757, A DISTANCE OF 986.70 FEET TO A NAIL FOUND ON THE POINT OF BEGINNING, CONTAINING 25.45 GROSS ACRES OF LAND, MORE OR LESS.

SECTION 3. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Weslaco.

SECTION 4. This ordinance shall be published in one (1) newspaper of general circulation published in Weslaco, once a week for two (2) weeks, after the last reading of the ordinance.

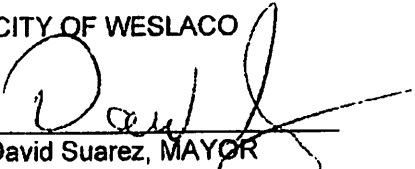
SECTION 5. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't. Code*.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of June 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 21st of day of June 2022.

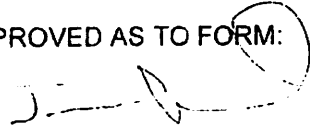
CITY OF WESLACO


David Suarez, MAYOR

ATTEST:


NORMA A. CANTU, CITY SECRETARY

APPROVED AS TO FORM:


Juan E. Gonzalez, CITY ATTORNEY

Appendix 1.0 (cont.)

HIDALGO COUNTY RAINFALL INTENSITY TABLES (cont.)

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

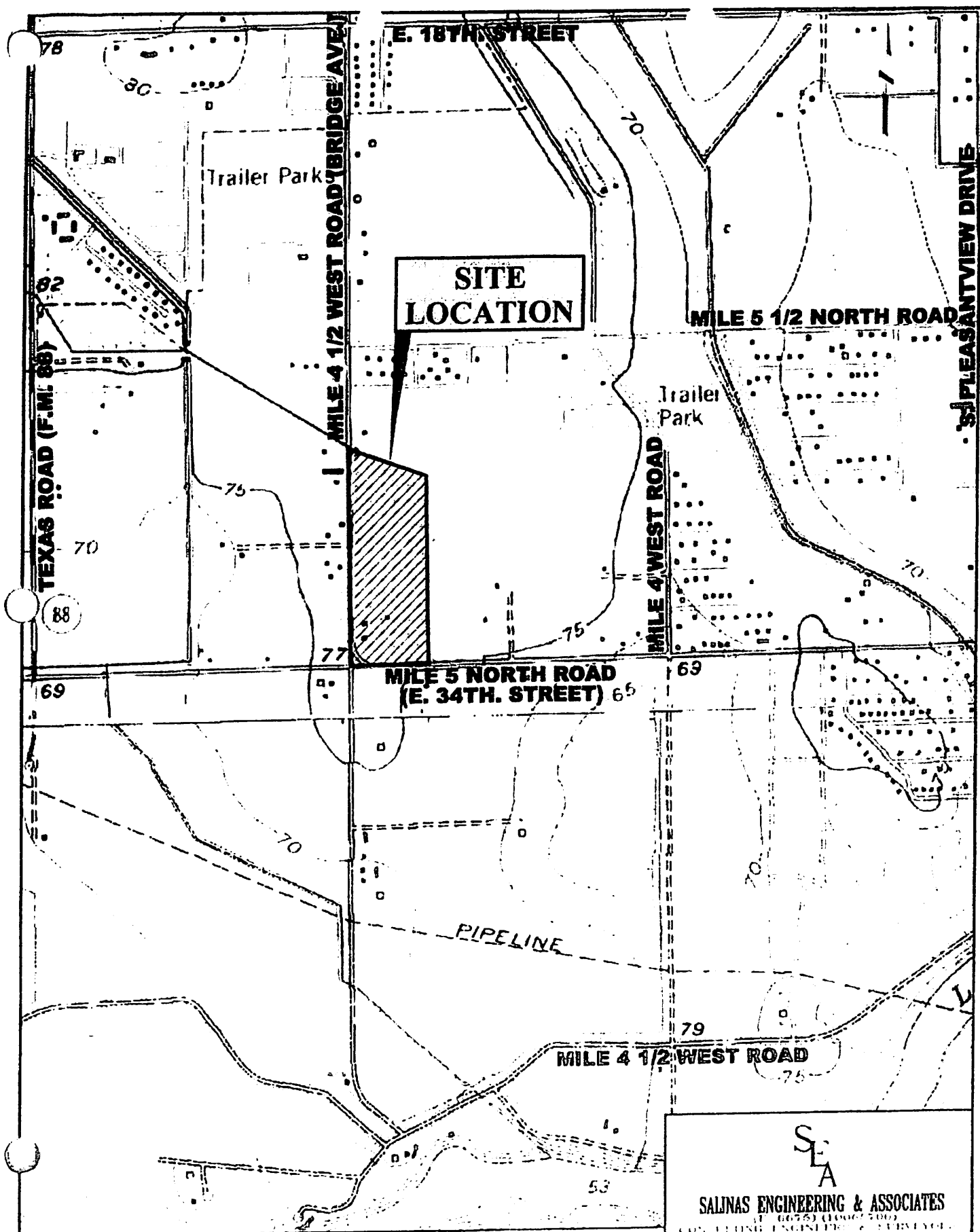
$$\text{formula } I = b/(L+d)^c$$

TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
115	1.342	1.731	2.043	2.380	2.674	2.898
120	1.299	1.677	1.981	2.309	2.596	2.815
125	1.259	1.628	1.924	2.242	2.523	2.737
130	1.221	1.581	1.870	2.180	2.455	2.665
135	1.186	1.537	1.819	2.122	2.391	2.596
140	1.153	1.496	1.771	2.067	2.331	2.532
145	1.122	1.457	1.727	2.015	2.274	2.471
150	1.093	1.421	1.684	1.966	2.220	2.413
155	1.065	1.386	1.644	1.919	2.169	2.359
160	1.039	1.354	1.606	1.876	2.121	2.307
165	1.014	1.323	1.570	1.834	2.075	2.258
170	0.991	1.293	1.536	1.794	2.032	2.211
175	0.968	1.265	1.504	1.757	1.990	2.167
180	0.947	1.239	1.473	1.721	1.951	2.124
185	0.927	1.213	1.443	1.686	1.913	2.084
190	0.907	1.189	1.415	1.654	1.877	2.045
195	0.889	1.166	1.388	1.622	1.842	2.008
200	0.871	1.144	1.362	1.592	1.809	1.972
205	0.854	1.122	1.337	1.564	1.778	1.938
210	0.838	1.102	1.313	1.536	1.747	1.906
215	0.823	1.082	1.290	1.510	1.718	1.874
220	0.808	1.063	1.268	1.484	1.690	1.844
225	0.793	1.045	1.247	1.460	1.663	1.815
230	0.780	1.028	1.227	1.436	1.637	1.787
235	0.766	1.011	1.207	1.413	1.611	1.759
240	0.754	0.995	1.189	1.392	1.587	1.733
245	0.741	0.979	1.170	1.370	1.564	1.708
250	0.729	0.964	1.153	1.350	1.541	1.684
255	0.718	0.950	1.136	1.330	1.519	1.660
260	0.707	0.936	1.119	1.311	1.498	1.637
265	0.696	0.922	1.103	1.293	1.477	1.615
270	0.686	0.909	1.088	1.275	1.458	1.594
275	0.676	0.896	1.073	1.257	1.438	1.573
280	0.666	0.884	1.059	1.241	1.420	1.553
285	0.657	0.872	1.045	1.224	1.402	1.533

TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
290	0.647	0.860	1.031	1.209	1.384	1.514
295	0.639	0.849	1.018	1.193	1.367	1.496
300	0.630	0.838	1.005	1.178	1.350	1.478
305	0.622	0.828	0.992	1.164	1.334	1.460
310	0.614	0.817	0.980	1.150	1.318	1.444
315	0.606	0.807	0.969	1.136	1.303	1.427
320	0.598	0.797	0.957	1.123	1.288	1.411
325	0.591	0.788	0.946	1.110	1.274	1.395
330	0.583	0.779	0.935	1.097	1.260	1.380
335	0.576	0.770	0.924	1.085	1.246	1.365
340	0.570	0.761	0.914	1.073	1.233	1.351
345	0.563	0.752	0.904	1.061	1.220	1.337
350	0.556	0.744	0.894	1.050	1.207	1.323
355	0.550	0.736	0.885	1.039	1.195	1.309
360	0.543	0.728	0.875	1.028	1.182	1.296
365	0.538	0.720	0.866	1.017	1.171	1.284
370	0.532	0.713	0.857	1.007	1.159	1.271
375	0.526	0.705	0.849	0.997	1.148	1.259
380	0.521	0.698	0.840	0.987	1.137	1.247
385	0.515	0.691	0.832	0.977	1.126	1.235
390	0.510	0.684	0.824	0.968	1.115	1.224
395	0.504	0.677	0.816	0.958	1.105	1.212
400	0.499	0.671	0.808	0.949	1.095	1.201
405	0.494	0.664	0.800	0.940	1.085	1.191
410	0.489	0.658	0.793	0.932	1.075	1.180
415	0.485	0.652	0.786	0.923	1.066	1.170
420	0.480	0.646	0.779	0.915	1.056	1.160
425	0.475	0.640	0.772	0.907	1.047	1.150
430	0.471	0.634	0.765	0.899	1.038	1.140
435	0.466	0.628	0.758	0.891	1.029	1.131
440	0.462	0.623	0.751	0.883	1.021	1.121
445	0.458	0.617	0.745	0.876	1.012	1.112
450	0.454	0.612	0.739	0.869	1.004	1.103
455	0.450	0.607	0.733	0.861	0.996	1.094
460	0.446	0.602	0.726	0.854	0.988	1.086

where:	2yr	5yr	10yr	25yr	50yr	100yr
c=	0.831	0.795	0.778	0.771	0.749	0.740
b=	74	80	87	98	99	103
d=	9.6	9.2	9.2	9.2	9.2	9.6

Prepared By Melden & Hunt, Inc.



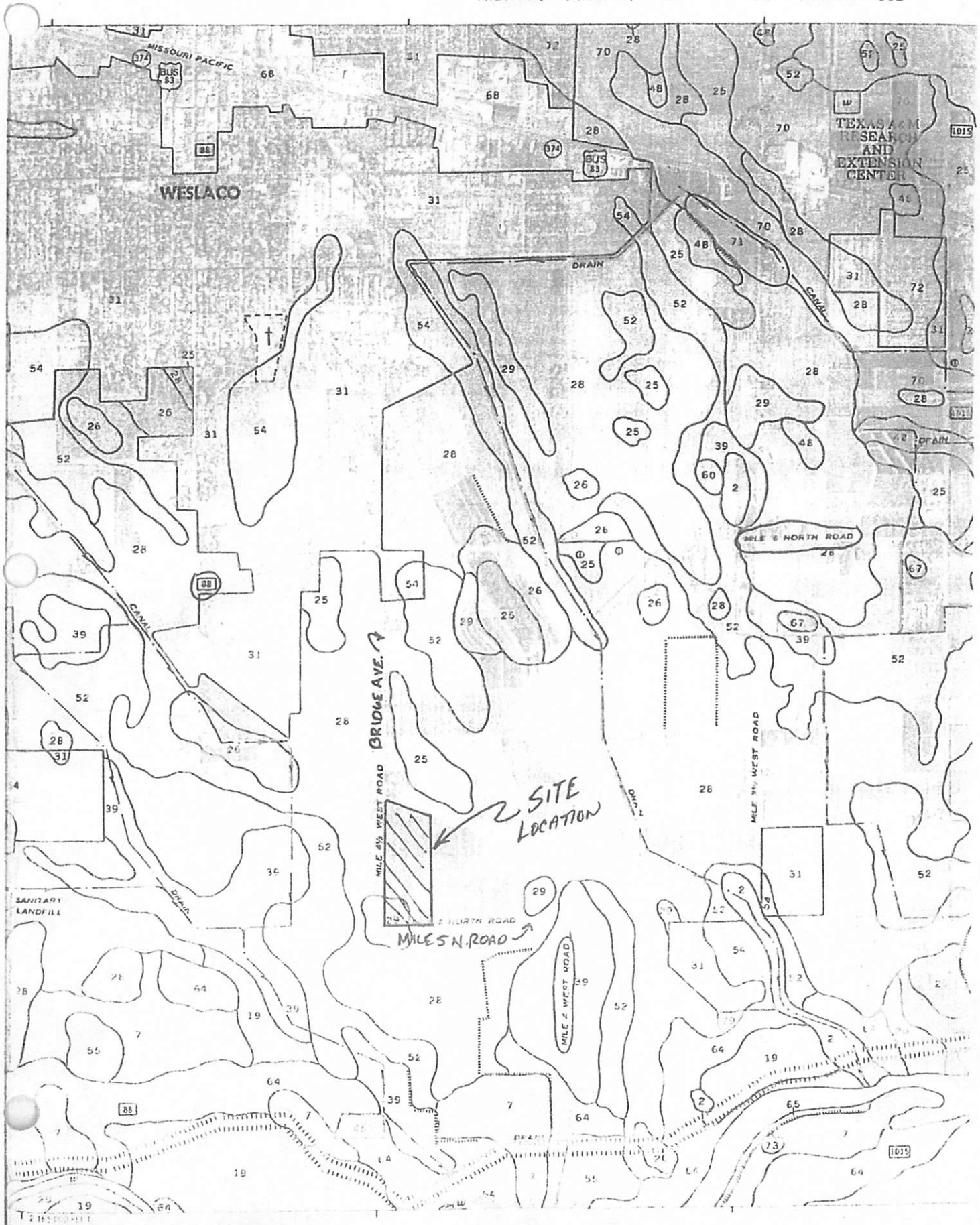


TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

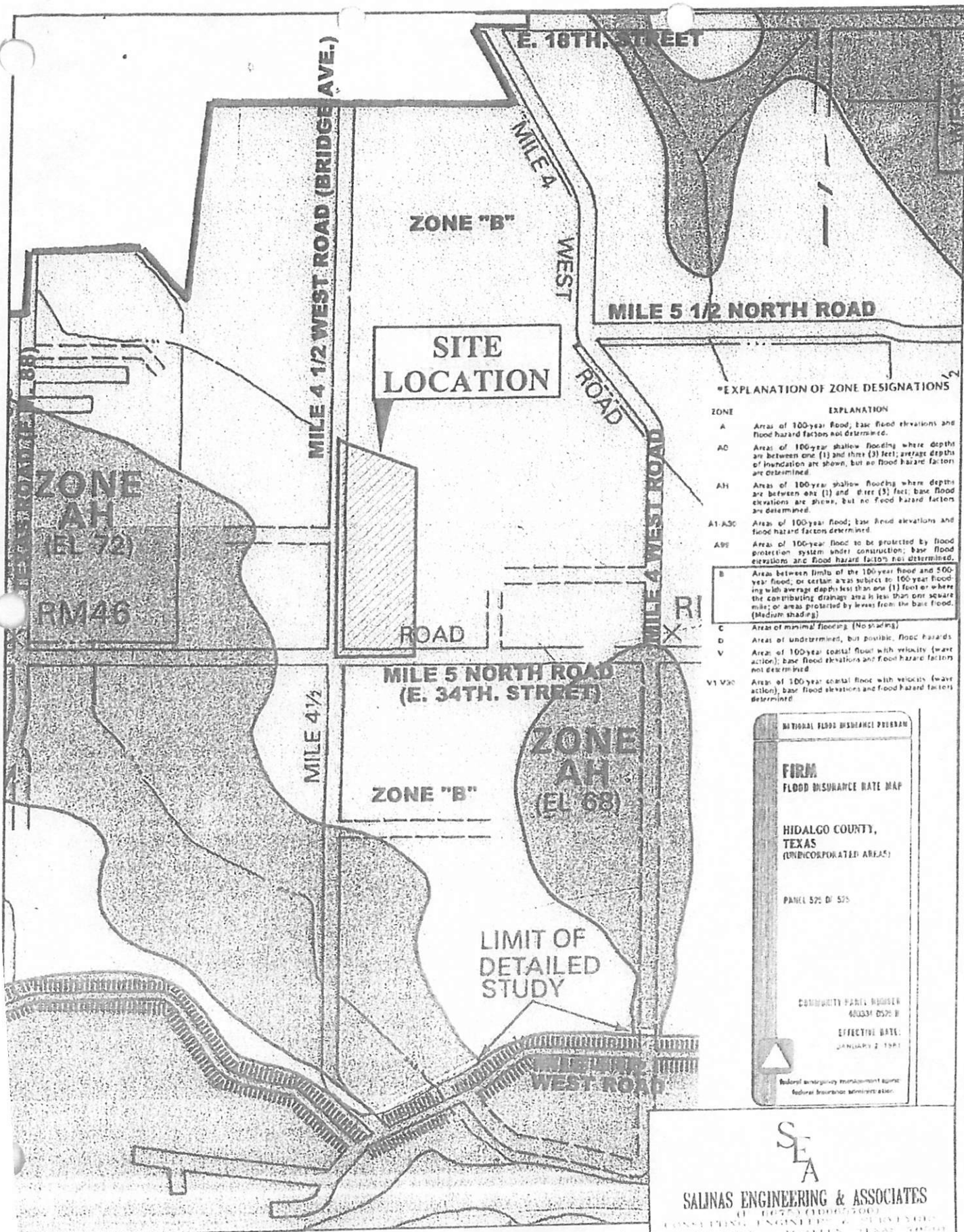
Map symbol and soil name	Depth	USDA texture	Classification		Percentage passing sieve number--				Liquid limit Pct	Plasticity index
			Unified	AASHTO	4	10	40	200		
	<u>In</u>									
13:*										
Randado-----	0-9	Fine sandy loam	SM, SM-SC	A-2-4	75-100	70-100	70-100	20-35	<25	NP-7
	9-16	Fine sandy loam, sandy 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-----	SF-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-----										
Harzill-----	0-16	Fine sandy loam	SC, SM-SC, SM	A-2-4	100	95-100	95-100	17-35	<30	NP-8
	16-63	Sandy clay loam	SC, CL	A-6	100	95-100	95-100	40-55	30-40	11-20
	63-80	Sandy 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	51-65	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-----	0-6	Clay-----	CH	A-7-6	100	100	100	90-100	51-65	32-60
	6-35	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-----										
Hattiesville-----	0-17	Sandy loam-----	SM	A-2-4	100	100	75-100	13-24	<25	NP-4
	17-56	Fine sandy loam, loam.	SM, SM-SC	A-2-4	100	100	90-100	20-30	<30	NP-7
	56-65	Fine sandy loam, loam.	SM-SC, SC	A-2-4, A-4, A-2-6, A-6	95-100	90-100	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	20-50	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	44-60	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	44-60	30-44	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	44-60	30-44	11-23

U.S. DEPT. OF AGRICULTURE

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	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Concrete
					<u>Ft</u>			<u>In</u>			
1. * Arents											
2. ----- Benito	D	Occasional	Long-----	Sep-May	4.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
3, 4. ----- Brennan	B	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
5, 6. ----- Canarps	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. ----- Delfino	B	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
12. ----- Delmita	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
13. * Comita	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
14. ----- Gado	C	None-----	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
15. ----- Falfurrias	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
16. * Grulla	D	Frequent---	Very long	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
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	Rare to rare	---	---	>6.0	---	---	---	---	High-----	Low.
22. ----- Irish land.											
23, 24. ----- Jethroville	B	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
25, 26, 27, 28. ----- Llaneta	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
29. ----- Llaneta	B	None-----	---	---	5.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
30. ----- Llaneta	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
31. ----- Llaneta	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
32. ----- Llaneta	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

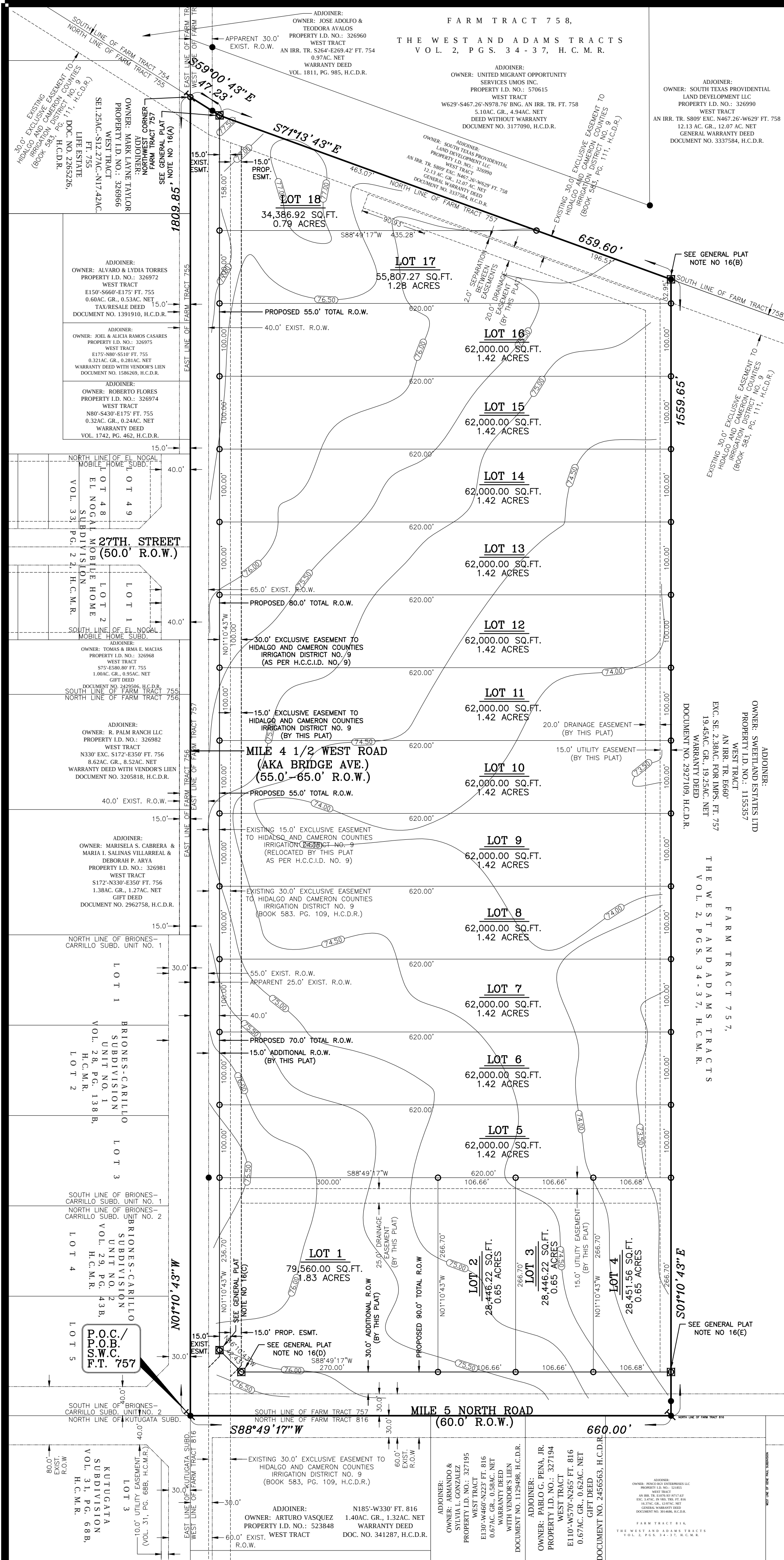
PANEL 525 OF 525

COMMUNITY PANEL NUMBER
60534 0525 H

EFFECTIVE DATE:
JANUARY 2, 1991

Federal emergency management agency
federal insurance administration

SEA
SALINAS ENGINEERING & ASSOCIATES
(11075) (11075) (11075)



LEGEND

- FOUND 1/2" IRON ROD
- FOUND NAIL
- SET 1/2" IRON ROD WITH YELLOW CAP MARKED "SEA 5782"
- SET NAIL
- F.T. FARM TRACT
- C.C. CENTERLINE
- S.E.C. SOUTHEAST CORNER
- R.O.W. RIGHT OF WAY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS
- SQ.FT. SQUARE FEET
- VOL. VOLUME
- P.G. PAGE

SCALE: 1"=100'

NAD 1983 STATE PLANE TEXAS

SOUTH FIPS 4205 FEET

SOUTH BRIDGE RANCHETTES SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A 25.45 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF FARM TRACT 757, BLOCK 140, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

- GENERAL PLAT NOTES:
- MINIMUM SETBACKS:
FRONT: 25.00' OR GREATER FOR EASEMENTS.
REAR: 25.00' OR GREATER FOR EASEMENTS.
SIDE: 6.00' OR GREATER FOR EASEMENTS.
CORNER SIDE: 10.00' OR GREATER FOR EASEMENTS.
GARAGE: 25.00' OR GREATER FOR EASEMENTS.
 - FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B".
ZONE "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)
 - MINIMUM FINISH FLOOR ELEVATION FOR:
LOTS 1-6: 77.0
LOTS 7-11: 75.5
LOTS 12-18: 77.5
EACH LOT SHALL PROVIDE FOR A DRAINAGE SWALE, WITH A MINIMUM VOLUME AS FOLLOWS:
LOT 1 SHALL BE REQUIRED TO DETAIN 3,232 CUBIC-FEET.
LOTS 2-4 SHALL BE REQUIRED TO DETAIN 1,880 CUBIC-FEET.
LOT 5-16 SHALL BE REQUIRED TO DETAIN 4,107 CUBIC-FEET.
LOT 17 SHALL BE REQUIRED TO DETAIN 3,232 CUBIC-FEET.
LOT 18 SHALL BE REQUIRED TO DETAIN 2,888 CUBIC-FEET OF STORM WATER RUNOFF.
DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 2 FOR STORM SEWER IMPROVEMENTS.)
THE CITY OF WESLACO IS CHARGED WITH ENFORCING DETENTION REQUIREMENTS ON EACH LOT DURING THE BUILDING PERMIT STAGE.
 - UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOTS ARE MONUMENTED BY 1/2 INCH WIDE BY 18 INCH LONG IRON RODS.
 - NO STRUCTURE SHALL BE PERMITTED UNDER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
 - EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
 - BENCHMARK NOTE: BM 6 SOUTHEAST CORNER OF THE INTERSECTION OF MILE 5 NORTH RD. AND FM 88 (OLD ZONE 14 SOUTH 4205) HORIZONTAL DATUM: NAD 83 VERTICAL DATUM: NAVD 83 LAT.: 26° 07' 34.18407" N LONG.: 97° 05' 24.57008" W ELEVATION: 67.629
 - THIS SUBDIVISION WAS DESIGNED FOR 50-YEAR FLOOD RATIONAL METHOD.
 - ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 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.
 - ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AT A 0.0% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.
 - ANY ADDITION TO EXISTING RESIDENCE MUST COMPLY WITH ALL SETBACKS RESTRICTIONS RECORDED ON THIS PLAT.
 - A 5.0' SIDEWALK SHALL BE REQUIRED ALONG ALL EXTERIOR 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. (ANY DAMAGES TO IRRIGATION LINE AT OWNERS EXPENSE)
 - STREETLIGHT MUST BE LOCATED EVERY 300 FEET.
 - ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL BE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TEXAS AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA 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 EXCERPTS MAY BE ALSO 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 ADSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.
 - SET CONCRETE MONUMENTS ON CORNERS SHOWN HEREIN:
A. NORTHWEST CORNER OF LOT 18
N: 16573437.40
E: 1154222.35
B. NORTHEAST CORNER OF LOT 17
N: 16573225.48
E: 1154846.95
C. NORTHERN CORNER OF CORNER CLIP OF LOT 1
N: 16571743.08
E: 1154208.04
D. SOUTHERN CORNER OF CORNER CLIP OF LOT 1
N: 1657173.72
E: 1154208.66
E. SOUTHEAST CORNER OF LOT 4
N: 16571726.14
E: 1154878.53
 - DRAINAGE EASEMENTS SHALL BE MAINTAINED BY PROPERTY OWNERS.
 - NO COVERING OR ALTERATIONS TO DRAIN SWALES WILL BE ALLOWED.

STATE OF TEXAS
COUNTY OF HIDALGO

I, CYNTHIA O'BRIAN, THE UNDERSIGNED, OWNER OF THE LAND SHOWN IN THIS PLAT AND DESIGNATED HEREIN AS SOUTH BRIDGE RANCHETTES SUBDIVISION TO THE CITY OF WESLACO, COUNTY OF HIDALGO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER: CYNTHIA O'BRIAN
152 E. 94TH STREET, APT. 6J
NEW YORK, NEW YORK 10128

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED CYNTHIA O'BRIAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2024.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES: _____

STATE OF TEXAS
CITY OF WESLACO
MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, DO HEREBY CERTIFY THAT SOUTH BRIDGE RANCHETTES SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO _____ DATE _____

ATTEST: SECRETARY, CITY OF WESLACO _____ DATE _____

CHAIRMAN, PLANNING AND ZONING COMMISSION _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

DAVID OMAR SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID O. SALINAS, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

DAVID O. SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT IS APPROVED BY 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 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.

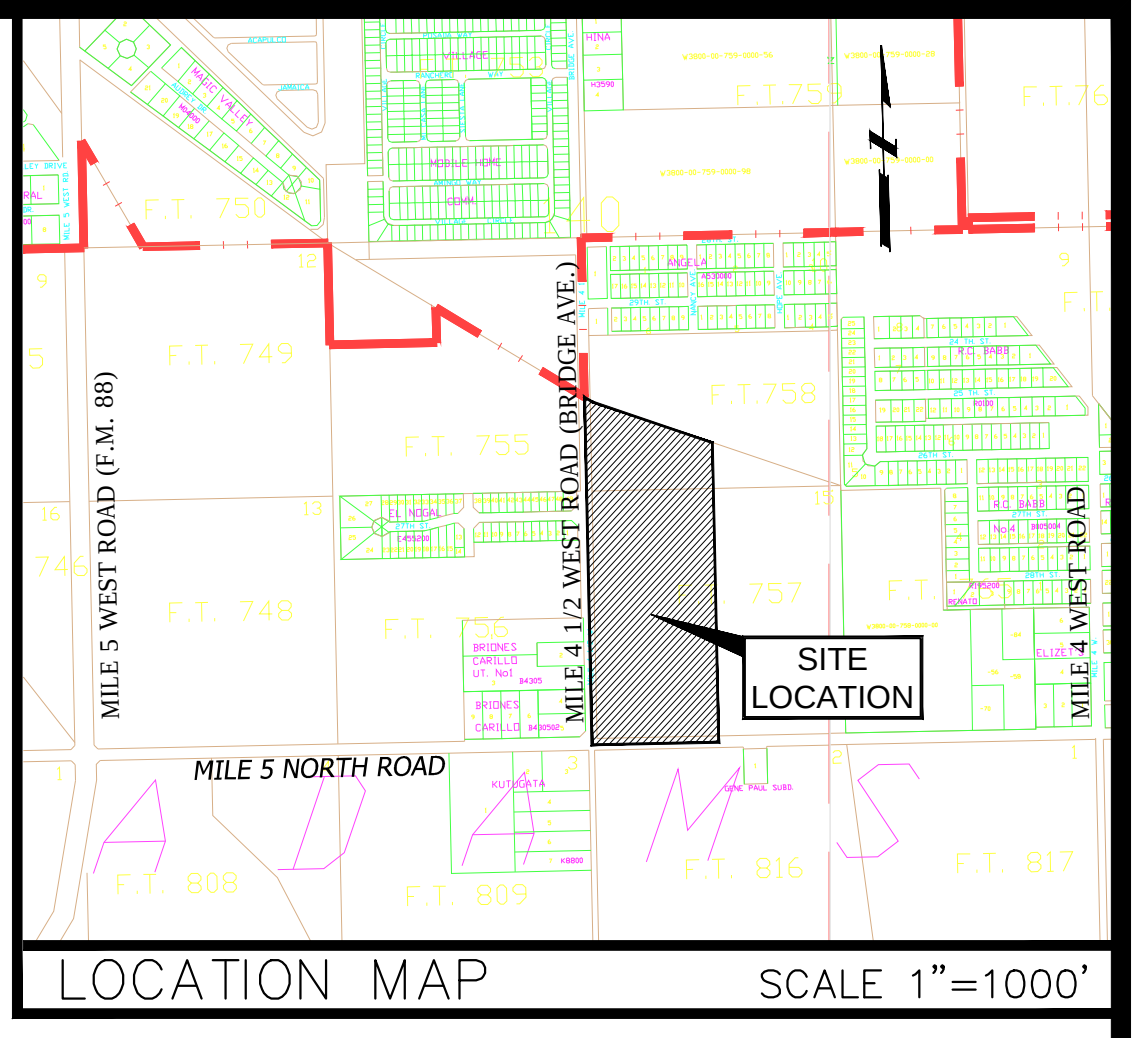
GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

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 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 THE DEVELOPER OF THE SUBDIVISION AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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



METES AND BOUNDS DESCRIPTION

BEING A 25.45 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF FARM TRACT 757, BLOCK 140, THE WEST AND ADAMS TRACTS, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 25.45 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL FOUND ON THE SOUTHWEST CORNER OF SAID FARM TRACT 757 LOCATED AT THE INTERSECTION OF MILE 4 1/2 WEST ROAD (AKA SOUTH BRIDGE AVE.) AND MILE 5 NORTH ROAD FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 01 DEGREES 10 MINUTES 43 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID FARM TRACT 757, A DISTANCE OF 1,809.85 FEET TO A NAIL SET IN THE CENTER OF SAID SOUTH BRIDGE AVE. FOR THE NORTHWEST CORNER OF SAID FARM TRACT 757 AND FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 59 DEGREES 00 MINUTES 43 SECONDS EAST, A DISTANCE OF 29.53 FEET PASS THE APPARENT EAST RIGHT-OF-WAY LINE OF SAID SOUTH BRIDGE AVE., AT A DISTANCE OF 47.23 FEET IN ALL TO A NAIL FOUND ON INTERSECTION WITH THE SOUTH LINE OF SAID FARM TRACT 757 LOCATED IN THE CENTER OF SAID MILE 5 NORTH ROAD FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, SOUTH 71 DEGREES 13 MINUTES 43 SECONDS EAST, A DISTANCE OF 659.60 FEET TO A 1/2 INCH DIAMETER IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, SOUTH 01 DEGREES 10 MINUTES 43 SECONDS EAST, A DISTANCE OF 1,529.65 FEET PASS THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 5 NORTH ROAD, AT A DISTANCE OF 1,559.65 FEET IN ALL TO A NAIL FOUND ON INTERSECTION WITH THE SOUTH LINE OF SAID FARM TRACT 757 LOCATED IN THE CENTER OF SAID MILE 5 NORTH ROAD FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, SOUTH 88 DEGREES 49 MINUTES 17 SECONDS WEST, COINCIDENT WITH THE SOUTH LINE OF SAID FARM TRACT 757, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING, CONTAINING 25.45 GROSS ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: SITE SURVEY PLAT BY OTHERS
N:\SUBDIVISION\PLATS\SOUTHBRIDGERANCHETTES.SUB\25.45.REV101922

FILED FOR RECORD
IN HIDALGO COUNTY
ARTURO GUARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

RECORDED IN VOLUME _____ PAGE _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

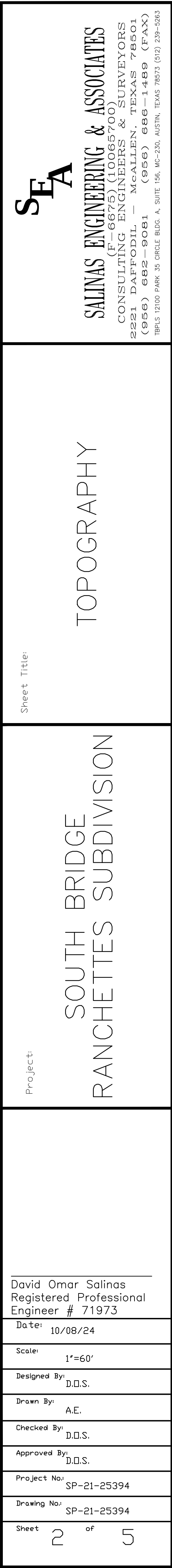
DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF WESLACO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON OCT. 08, 2024. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

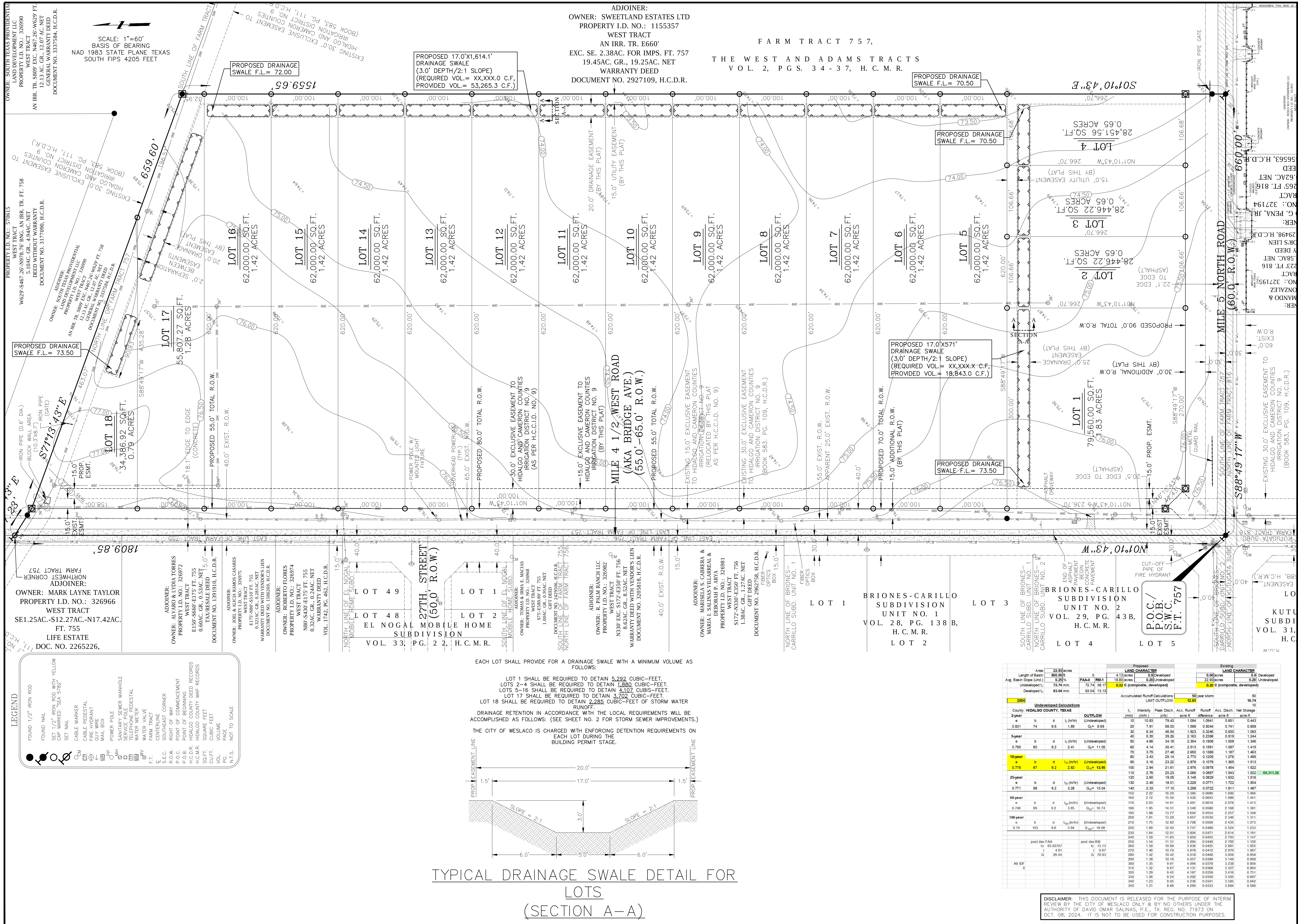
SOUTH BRIDGE RANCHETTES SUBDIVISION

PREPARED BY: SALINAS ENGINEERING & ASSOC.
DATE OF PREPARATION: OCT. 08, 2024
JOB NUMBER: SP-20-25394
OWNER: CYNTHIA O'BRIAN
152 E. 94TH STREET, APT. 6J
NEW YORK NY 10128

SEA
SALINAS ENGINEERING & ASSOC.
(P-6675) (TBPLS-10068700)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL AVE., MCALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)
TBPLS 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78753 (512) 329-5263

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: CYNTHIA O'BRIAN	152 E. 94TH STREET, APT. 6J	NEW YORK, NY 10128	(956) 778-0140	NONE
ENGINEER: DAVID O. SALINAS	2221 DAFFODIL AVE.	MCALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR: DAVID O. SALINAS	2221 DAFFODIL AVE.	MCALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489





at

Amigo Way

Village Cir S

South Cir

Carefree Lp

Worry Free Lp

E 22nd St

NCS / Noes Crane Service LLC



S Bridge Ave

S Bridge Ave

E 27th St

E 22nd St

 South Bridge Ranchettes

24th St

25th St Evolution Studio Barber & Sp

E 26th St

an E 27th St

E 28th St

Persistent collision center

San Juana St

E Mile 5 N

1000 ft

Google Earth

Image © 2024 Airbus



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-144	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration on interviews with firms for Engineering / Planning Services to Conduct Feasibility Studies for Street, Utility Impact Fees, Capital Improvement Plan and Land Use Assumption Plan and to Update the City's Subdivision, Zoning and Building Ordinances. (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 Approved New	
City Manager Comments: Approve to conduct interviews and selection as recommended by the governing body.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: EVALUATION MATRIX 2023-24-18 SUBDIVISION			
Responsibilities upon Approval: Staff will coordinate with selected firm to negotiate the contract and start the process of preparing studies and ordinances			

CITY OF WESLACO

ENGINEERING/PLANNING SERVICES TO CONDUCT FEASIBILITY STUDIES FOR STREET, UTILITY

IMPACT FEES, CAPITAL IMPROVEMENT PLAN AND LAND USE ASSUMPTION PLAN AND TO UPDATE

THE CITY'S SUBDIVISION, ZONING AND BUILDING ORDINANCES

RFQ NO.: 2024-25-09 opening date of 1/13/2025

	EVALUATOR	ABLE.CITY	RAFTELIS
1. Experience of firm and project manager and assigned team in preparing the new ordinances.	XAVIER SALINAS	19	18
	REBEKAH DE LA FUENTE	15	20
	ROSIE CAVAZOS	18	18
	ALBERT ALDANA	18	10
	DAVID ARCE	20	20
CRITERIA 1 AVERAGE	MAX 20 POINTS	18.00	17.20
2. Record of firm, project manager and assigned team in preparing new ordinances within required time frame.	XAVIER SALINAS	18	17
	REBEKAH DE LA FUENTE	16	18
	ROSIE CAVAZOS	16	18
	ALBERT ALDANA	19	10
	DAVID ARCE	20	20
CRITERIA 2 AVERAGE	MAX 20 POINTS	17.80	16.60
3. Record of the firm and project manager in being responsive to the clients requests	XAVIER SALINAS	18	18
	REBEKAH DE LA FUENTE	16	19
	ROSIE CAVAZOS	15	17
	ALBERT ALDANA	18	15
	DAVID ARCE	20	20
CRITERIA 3 AVERAGE	MAX 20 POINTS	17.40	17.80
4. Quality of work previously performed by the firm for the city and other agencies.	XAVIER SALINAS	9	9
	REBEKAH DE LA FUENTE	9	10
	ROSIE CAVAZOS	9	9
	ALBERT ALDANA	8	8
	DAVID ARCE	8	9
CRITERIA 4 AVERAGE	MAX 10 POINTS	8.60	9.00
5. Community relations, including evidence of sensitivity to citizens concerns.	XAVIER SALINAS	8	8
	REBEKAH DE LA FUENTE	10	10
	ROSIE CAVAZOS	8	8
	ALBERT ALDANA	8	5
	DAVID ARCE	8	9
CRITERIA 5 AVERAGE	MAX 10 POINTS	8.40	8.00
6. Ability to communicate effectively with citizens, elected officials, and staff professionals.	XAVIER SALINAS	8	8
	REBEKAH DE LA FUENTE	9	10
	ROSIE CAVAZOS	7	8
	ALBERT ALDANA	8	5
	DAVID ARCE	8	9
CRITERIA 6 AVERAGE	MAX 10 POINTS	8.00	8.00
7. Ability to tailor the new ordinances to meet the requirements and needs of the city.	XAVIER SALINAS	8	8
	REBEKAH DE LA FUENTE	8	10
	ROSIE CAVAZOS	8	8
	ALBERT ALDANA	9	5
	DAVID ARCE	9	9
CRITERIA 7 AVERAGE	MAX 10 POINTS	8.40	8.00
AVERAGE BY EVALUATOR	XAVIER SALINAS	88.00	86.00
AVERAGE BY EVALUATOR	REBEKAH DE LA FUENTE	83.00	97.00
AVERAGE BY EVALUATOR	ROSIE CAVAZOS	81.00	86.00
AVERAGE BY EVALUATOR	ALBERT ALDANA	88.00	58.00
AVERAGE BY EVALUATOR	DAVID ARCE	93.00	96.00
TOTAL POINTS	MAX 100 POINTS	86.60	84.60
		ABLE.CITY	RAFTELIS
RANK		1	2



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2024-935	
From:			
Subject: Discussion and consideration to approve a contract between the City of Weslaco and the Boys and Girls Club of Weslaco for the development and construction of a new building at Mayor Pablo Pena City Park. (Staffed by Parks & Recreation Department.)			
Background: This formalizes a development and construction agreement for facility expansion by the Boys & Girls Club of Weslaco at Mayor Pablo Pena City Park.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Agreement with Boys and Girls Club			
Responsibilities upon Approval:			

**DEVELOPMENT & CONSTRUCTION AGREEMENT
BETWEEN THE CITY OF WESLACO AND THE BOYS & GIRLS CLUB OF
WESLACO, INC. FOR FACILITY EXPANSION**

This Agreement ("Agreement") is made and entered into by and between the City of Weslaco, a municipality in the State of Texas ("CITY"), and the Boys & Girls Club of Weslaco, Inc., a nonprofit organization ("CLUB"), collectively referred to as the "Parties," as of the effective date set forth below.

WHEREAS, the CITY is the owner of real property and improvements located at 300 North Airport Drive, Suite A, within the Mayor Pablo Pena City Park, known as the Boys & Girls Club building ("Premises"); and

WHEREAS, the CITY leases the Premises to the CLUB for the sole purpose of providing recreational services for the youth of the City of Weslaco; and

WHEREAS, the CLUB proposes to expand the existing facilities through the construction of an additional stand-alone building at the same location, providing 12,000 square feet of space for administrative offices, a dedicated teen center, a gymnasium, and space for social support and family programs, including site development such as landscaping, parking, egress/ingress, and drainage ("PROJECT"); and

WHEREAS, the CLUB has secured funding for the PROJECT through federal allocations, grants, and donations, including a HUD grant in the amount of \$1,700,000; and

WHEREAS, all improvements made to or furnished by the CLUB on the Premises shall become the property of the CITY upon completion; and

WHEREAS, the CITY will procure and contract all necessary professional services, construction, furniture, furnishings, and equipment for the PROJECT in accordance with local, state, and federal procurement laws and requirements; and

WHEREAS, the CLUB agrees to reimburse the CITY for all expenses incurred in connection with the PROJECT.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows:

1. Purpose and Scope of Work

The purpose of this Agreement is to set forth the terms and conditions under which the CITY and the CLUB will collaborate on the design, procurement, and construction of the PROJECT.

2. Ownership of Improvements

All improvements made to or furnished by the CLUB on the Premises, including the new stand-alone building and associated site development, shall become the property of the CITY upon completion.

3. Procurement, Contracting and Project Management

The CITY will procure and contract for all professional services, construction, furniture, furnishings, and equipment necessary for the PROJECT in compliance with grant requirements, local code, state and federal procurement requirements. The CLUB agrees that the CITY will have the authority to manage the project management including the procurement, design, and construction and oversight of the project.

4. Reimbursement of Expenses

The CLUB agrees to reimburse the CITY for all expenses incurred in connection with the PROJECT, including design, procurement, and construction costs. The CITY shall submit monthly invoices to the CLUB, and the CLUB agrees to remit payment within thirty (30) days of receipt. In the event the CLUB doesn't reimburse the CITY after an invoice has been submitted, the CITY has the right to stop work on the project until the CLUB submits the reimbursement for the costs invoiced. If the CLUB fails to reimburse the CITY within 90 days, this agreement is automatically terminated the CLUB shall be obligated to pay all costs and penalties incurred for the termination of this Agreement and project.

5. Budget and Phases of the Project

The CITY and CLUB shall mutually agree on the PROJECT budget and approve the completion of the following phases:

- **Design Phase:** Architectural and engineering services for the preparation of construction documents.
- **Procurement Phase:** Bidding and negotiation of construction services.
- **Construction Phase:** Actual construction of the PROJECT.

6. Architect Selection and Services

The CITY and CLUB have selected GOERO International, dba ERO Architecture ("ARCHITECT"), through a request for qualifications selection process, to provide architectural design services for the PROJECT. The ARCHITECT has completed the initial phase of work, including a program and site analysis, and has estimated the Owner's budget for the Cost of the Work to be \$2,652,862.

7. Architect's Compensation

The ARCHITECT's compensation for Basic Services shall be calculated on a percentage basis of 7.5% of the Owner's budget for the Cost of the Work. The estimated fee for Basic Services is \$198,964.65. Supplemental and Additional Services shall be compensated at the invoiced amount plus a 10% markup. ARCHITECT's compensation shall be disbursed based on the proportion of services completed, as follows:

- **Construction Documents Phase:** 75%
- **Procurement Phase (Bidding & Negotiation):** 5%
- **Construction Administration:** 20%

8. Payment for Architect and Project Costs

The CITY shall submit monthly invoices to the CLUB for expenses incurred during the

PROJECT. The CLUB agrees to remit payment to the CITY within thirty (30) days of receipt of such invoices.

9. Miscellaneous Provisions

a. **Amendments:** Any amendments to this Agreement must be made in writing and signed by both Parties.

b. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

c. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations, agreements, or understandings, whether written or oral.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

CITY OF WESLACO

By: _____

Adrian Gonzalez, Mayor

Date: _____

Attest: _____

Norma A. Cantu, City Secretary

Date: _____

Approved as to form: _____

Benjamin Castillo, Interim City Attorney

Date: _____

BOYS & GIRLS CLUB OF WESLACO, INC.

By: _____

Mary Gallardo Lopez, Chief Professional Officer

Date: _____



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2024-931	
From: OMAR RODRIGUEZ			
Subject: Discussion and consideration to accept the submission of the Program Development plan for the Boys and Girls Club of Weslaco Facility Expansion Project; approve an Owner's budget of Cost of Work not to exceed \$2,652,862; establish compensation for the Architect's Basic Services at 7.5% of the owner's budget for the cost of the work. (Staffed by Parks & Recreation Department.)			
Background: City of Weslaco is proposing to expand the current facilities of the Boys and Girls Club of Weslaco with an additional stand-alone building at the same location. This expansion project will provide an additional 12,000 square feet, allowing for administrative offices, a dedicated teen center, a gym, and space for social support and family programs, plus site development including landscape, parking, egress/ingress, and drainage. ERO Architects was the selected architect for the project and has concluded the initial phase of work to establish a program and site analysis of the proposed project and location. ERO is proposing compensation for the Basic Services on a percentage basis of 7.5% of the Owner's budget for the Cost of the Work estimated to be \$2,652,862. Compensation will be based on the proportion of services completed as follows: Construction Documents Phase 75% Procurement Phase (Bidding & Negotiation) 5% Construction Administration 20% Supplemental and Additional Services will be compensated for the amount invoiced. The estimated fees for Basic Services are \$198,964.65.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	

City Manager Comments:

Approve as recommended by staff.

Staff Recommendation:

Staff recommends approval.

Attachments, if any:

24006 24 0829 Weslaco BGC PD PACKAGE, AIA Agreement B101-2017 - ERO Architects (002)

Responsibilities upon Approval:

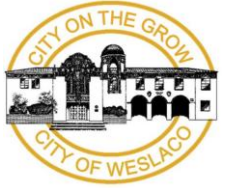
CITY OF WESLACO BOYS & GIRLS CLUB

PRELIMINARY DESIGN REPORT

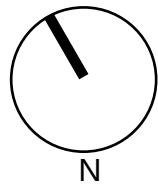
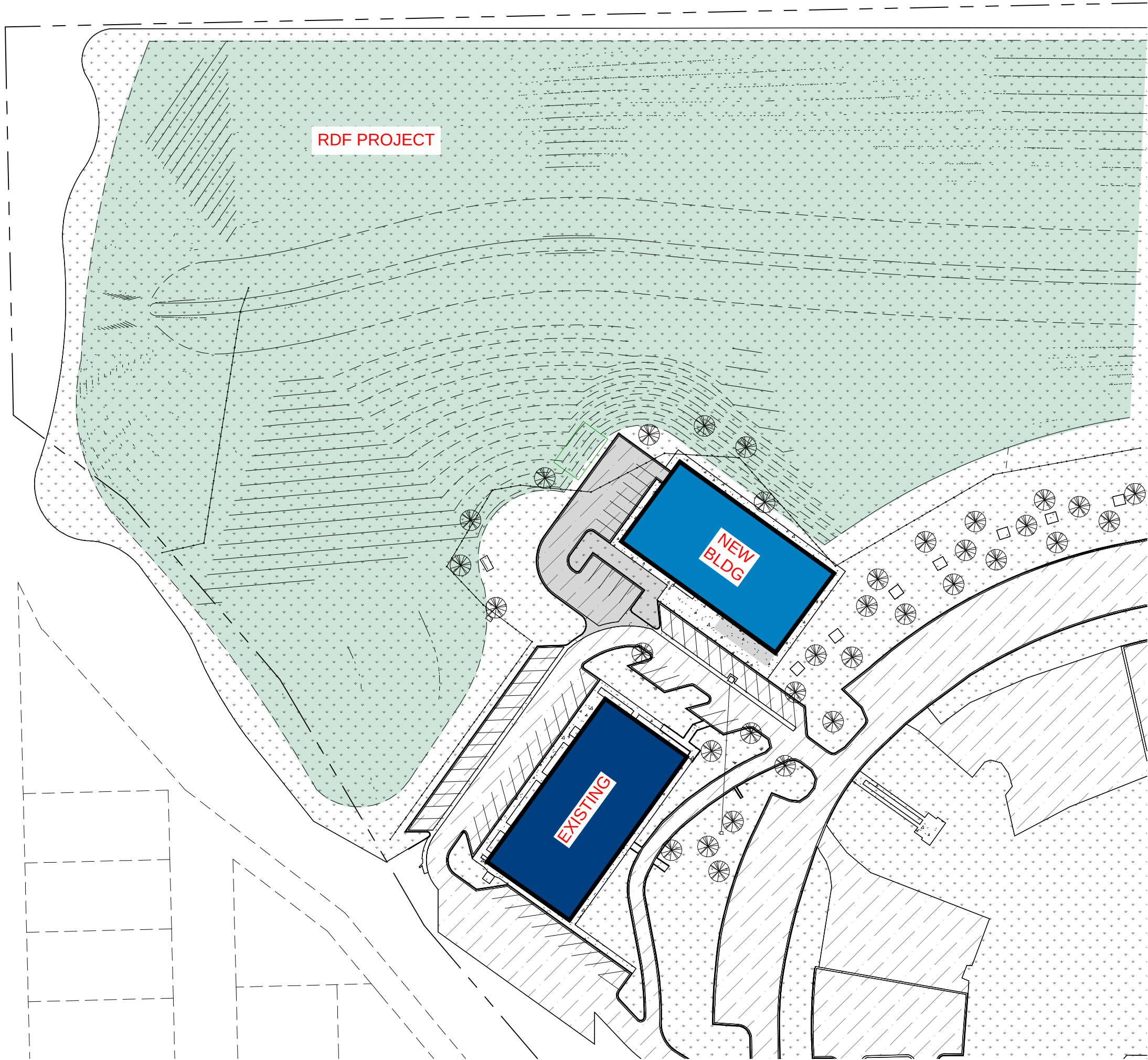
SEPTEMBER 3, 2024

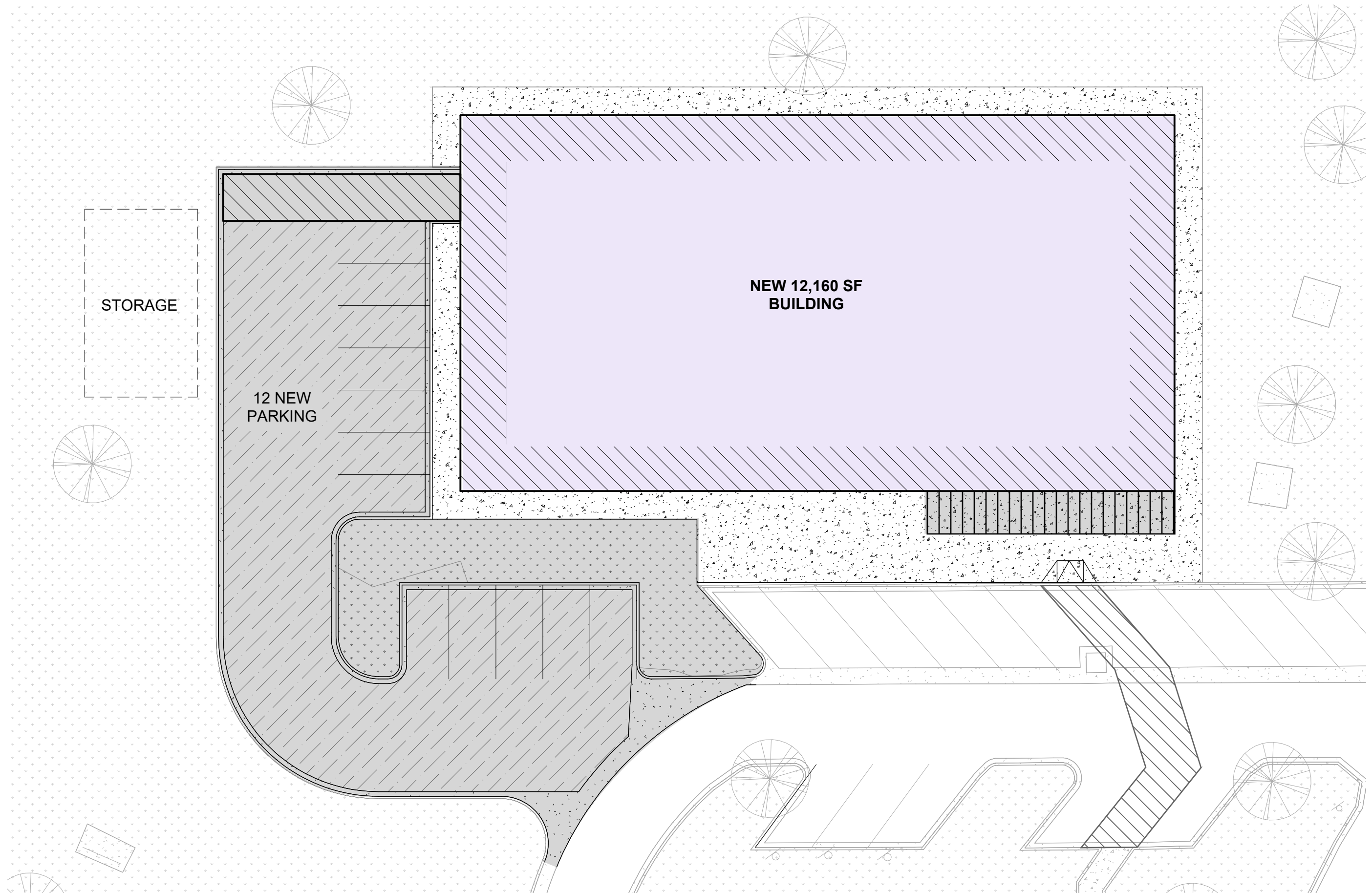
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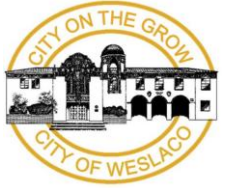


- Location Map
- Site Plan
- Program
- Floor Plan
- Proposed Exterior Design
- Project Schedule
- Probable Total Project Cost
- Clarifications and Exclusions
- Available Cost Savings





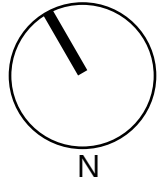
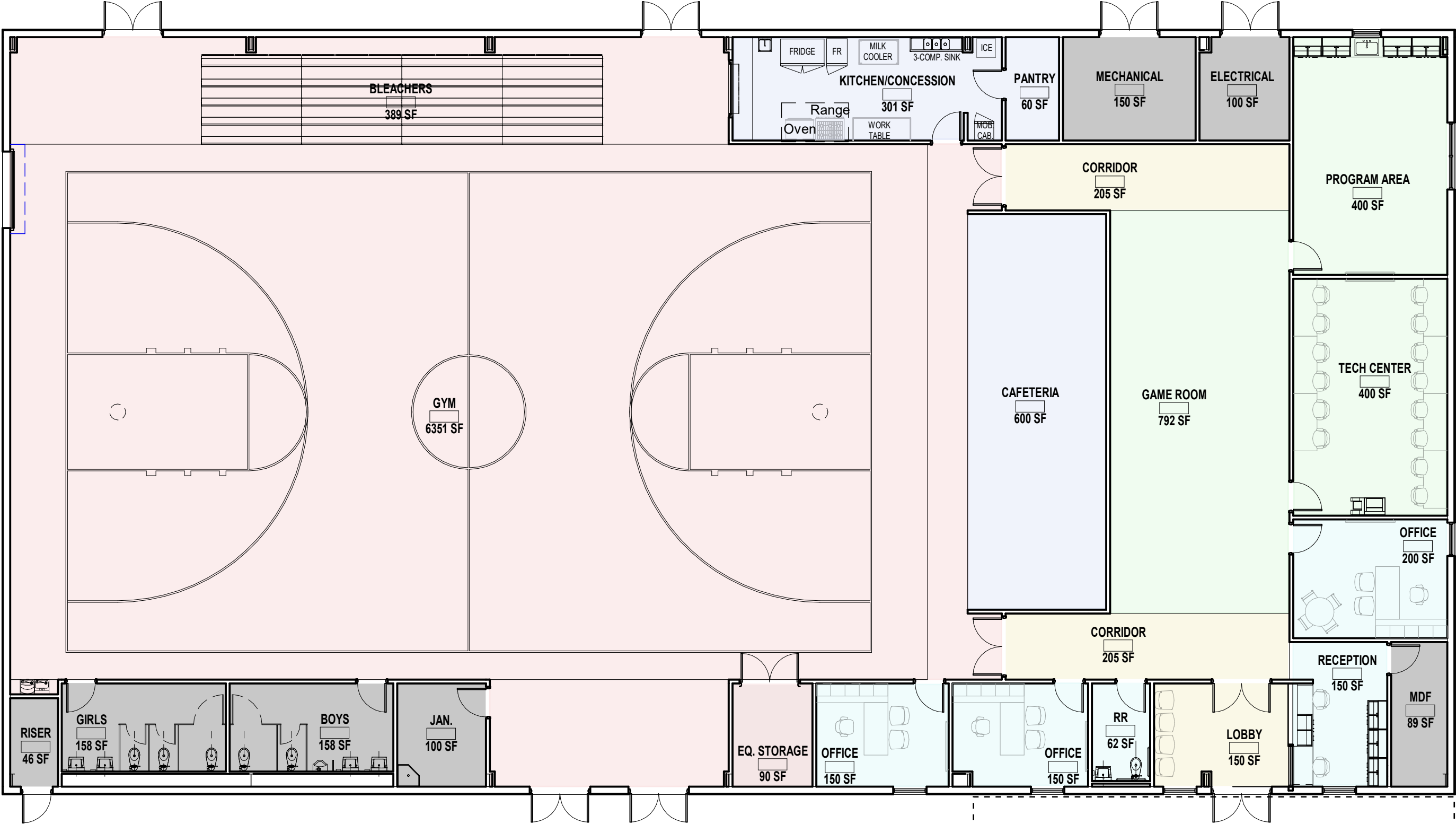
PROGRAM



	Program			Comments
	Quantity	Area	Total	
YOUTH CENTER				
Lobby	1	150	150	
Reception	1	150	150	
Office	1	200	200	
Office	2	150	300	
Staff Restroom	1	62	62	
Program Area (Multi-purpose)	1	400	400	
Program Area (Tech Center)	1	400	400	
Program Area (Game Room)	1	792	792	
Cafeteria	1	600	600	
Concession / Kitchen	1	300	300	
Pantry	1	60	60	
Restrooms	2	158	316	
Janitor Closet	1	100	100	
Sub-Total Net Square Feet (NSF)			3,680	
Departmental Grossing Factor			4%	
Sub-total Department Gross Square Feet (DGSF)			3,827	
GYM				
Gym	1	6,351	6,351	
Bleachers	1	389	389	
Equipment Storage	1	90	90	
Sub-Total Net Square Feet (NSF)			6,830	
Departmental Grossing Factor			4%	
Sub-total Department Gross Square Feet (DGSF)			7,103	
BUILDING SUPPORT (Unassigned)				
MDF	1	89	89	
Electrical Room	1	100	100	
Riser Room	1	46	46	
Mechanical Room	1	150	150	
Sub-Total Net Square Feet (NSF)			385	
Departmental Grossing Factor			4%	
Sub-total Department Gross Square Feet (DGSF)			400	
TOTALS				
Total Assignable w/ Department Grossing Area			11,331	
Building Grossing Factor			8%	
Total Building Area			12,237	

Department Legend

	CIRCULATION		SUPPORT		GYMNASIUM
	ADMINISTRATION		KITCHEN/ CAFETERIA		PROGRAM AREAS







ELEVATIONS

ERO
ARCHITECTS

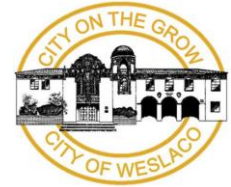


West Elevation



North Elevation

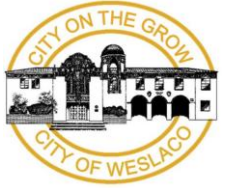
PROJECT SCHEDULE



PROJECT PHASE	STARTING	ENDING
Preliminary Design	May 14, 2024	September 03, 2024
Survey's (8 weeks)	September 03, 2024	October 25, 2024
30% CD's Deliverable (4 weeks)	November 01, 2024	November 22, 2024
Owner Review (1 week)	January 06, 2025	January 10, 2025
60% CD's Deliverable (4 weeks)	January 13, 2025	February 07, 2025
Owner Review (1 week)	February 10, 2025	February 14, 2025
100% CD's Deliverable (4 weeks)	February 17, 2025	March 14, 2025
Owner Review (1 week)	March 17, 2025	March 21, 2025
Bidding & Negotiations (4 weeks)	March 24, 2025	April 18, 2025
Construction (12 months)	April 21, 2025	April 24, 2026
Owner Move-in (4 weeks)	April 27, 2026	May 22, 2026

* Note: 30% CD's will begin upon receiving amended contract.

PROBABLE TOTAL PROJECT COST



Area Information

Building Square Footage	12,160 SF
-------------------------	-----------

Project Cost of Construction

Estimated Unit Cost of Construction	\$218.16 / SF
-------------------------------------	---------------

Estimated Current Cost of Construction (PCC)	\$2,652,862
---	--------------------

*See clarifications and exclusions
on next page.*

CLARIFICATIONS & EXCLUSIONS



1. This Probable Cost of Construction (PCC) is based on the Preliminary Design.
2. PCC is based on today's pricing available through RS Means and local pricing from contractors, sub-contractors, suppliers and vendors.
3. PCC includes a 10% drop-off on all items unless otherwise noted.
4. It is the ERO's opinion that the anticipated (PCC) should be escalated through 50% of the anticipated construction period once the construction schedule is determined.
5. PCC includes the following contingencies:
 - a. Design Contingency of 3%.
 - b. Owner Contingency of 3%.
6. PCC does not include fixtures, furniture and equipment (FFE) similar but not limited to:
 - a. Desks and chairs.
 - b. Computers.
 - c. Kitchen Equipment
7. PCC does not include any utility deposits or inspection fees.
8. PCC does not include any costs associated with inspections or specialty inspectors of any kind. Owner will provide all required inspections and certified inspectors required in association with permits provided by TCEQ, TPDES and all other governing agencies that may be applicable to this project.
9. PCC does not include the cost of relocation or moving expenses.
10. PCC does not include materials testing, which shall be paid for and provided by the Owner and will be coordinated with the Contractor.
11. PCC does not include hazardous material surveys, abatement, handling and/or removal of any of any environmentally hazardous material encountered, removal or replacement of any unsuitable subsurface materials during the course of the work.
12. PCC assumes the cost of site improvements.
13. The following detailed prices are derived from projects in the Rio Grande Valley, TX.
14. Professional fees are not included. These includes basic services, kitchen design, civil, landscaping, architectural, MEP, Survey, Geotech, IT, Security, FFE Design, Testing and Materials, Commissioning, Fire Protection, etc.

AVAILABLE COST SAVINGS



Available Cost Saving Options

#1 Remove Entry Canopy	\$ 35,750
#2 Replace Brick with Metal Panel	\$ 8,629
#3 Keep Existing Gazebo*	\$ 30,000
#4 Remove Additional Parking	\$ 83,750

*#3 cannot be accepted without removing the additional parking

THANK YOU. ANY QUESTIONS?



DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of September in the year « 2024 »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« City of Weslaco, Texas » « »
« 255 S. Kansas Ave. »
« Weslaco, TX 78596-6285 »
« Telephone: 956-968-3151 »

and the Architect:
(Name, legal status, address and other information)

« GOERO International, LLC dba ERO Architects » « »
« P.O. Box 720428 »
« McAllen, Texas 78504 »
« Telephone: 956-661-0400 »
« Facsimile: 956-661-0401 »

for the following Project:
(Name, location and detailed description)

« City of Weslaco Boys and Girls Club Expansion »
« 300 N. Airport Dr., Suite B »
« Weslaco, Texas 78596 »

The Owner and Architect agree as follows.

City of Weslaco is proposing to expand the current facilities by adding an additional stand-alone building at the same location. This expansion project will provide an additional 12,000 square feet, allowing for administrative offices, a dedicated teen center, a gym, and space for social support and family programs, plus site development including landscape, parking, egress/ingress, and drainage.

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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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1	INITIAL INFORMATION
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7	COPYRIGHTS AND LICENSES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

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.)

« TBD »

§ 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.)

« TBD »

§ 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.)

« Two Million Six Hundred Fifty-Two Thousand Eight Hundred Sixty-Two Dollars and Zero Cents (\$2,652,862.00) »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« TBD »

.2 Construction commencement date:

« TBD »

.3 Substantial Completion date or dates:

« TBD »

.4 Other milestone dates:

« TBD »

§ 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 »

§ 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.)

« N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

« Martin Garza, City Manager »
« 255 S. Kansas Ave »
« Weslaco, Texas 78596 »
« Telephone: 956-968-3151 »
« Email: mgarza@weslacotx.gov »
« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« Martin Garza, City Manager Omar Rodriguez, Director of Parks & Recreation – Project Manager
255 S. Kansas Ave.
Weslaco, Texas 78596
Telephone: 956-968-3151
Email: mgarzaorodriguez@weslacotx.gov »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« TBD »« »
« »
« »
« »
« »

.2 Topographic, Boundary and Utility SurveyCivil Engineer:

« TBD »« »
« »
« »
« »
« »

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

« FF&E
TBD
Commissioning
TBD »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« ERO Architects »
« P.O. Box 720428 »
« McAllen, Texas 78504 »
« Telephone: 956-661-0400 »
« Email: goero.com »
« Brian Godinez
bgodinez@goero.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:

Chanin Structural Engineering« »
«400 W. Nolana Ave, H2»
«McAllen, TX 78504»
«Miguel Chanin, PE»
«miguel@chaninengineering.com»
«956-655-4672»« »
« »
« »
« »
« »

.2 Mechanical EngineerMEP:

«Trinity MEP Engineering»« »
«3533 E Moreland Drive»
«Weslaco, TX 78596»

«Leo Munoz, PE »
«leo@trinitymep.com»
«956-532-4165«-»«-»»
«-»
«-»
«-»
«-»

.3 Electrical Engineer Specifications Consultant:

« Jordan Consultants, LLC »« »
« P.O. Box 7825 »
« Houston, Texas 77270 »
« Telephone: (713) 366-0320 »
« Email: jpjordan@jordanconsultants.com »

§ 1.1.11.2 Consultants retained under Supplemental Services:

« .1 Landscape Design
TBD

.2 Civil Engineer:
Melden & Hunt, Inc.
Mario Reyna, PE
115 West McIntyre
Edinburg, TX 78541
Telephone: 956-381-0981
Email: mario@meldenandhunt.com »

§ 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 Architect's services, schedule for the Architect's services, and the Architect's 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 Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately 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 "Standard of Care"). ~~The Architect's services are purely professional services, the essence of which is advice, judgment, opinion, or similar professional skill and without warranty, either express or implied. Any alleged warranties are hereby expressly disclaimed.~~ 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 identified Architect shall be the prime design professional for the Project-identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and 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 ~~Prior to performing Architect's services under this Agreement, The Architect shall procure, maintain and provide insurance certificates, policies and endorsements, in at least the following amounts, to protect Architect and Owner from claims arising out of the performance of the Architect's services under this Agreement and caused by any error, omission, negligent act or omission, or design defect by Architect, such insurance to be in a form approved by the Owner, with an effective date prior to the beginning date of design. Such insurance shall be written on an occurrence basis, if available, and on 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, the Owner shall pay the Architect as set forth in Section 11.9 claims-made basis, if occurrence basis insurance is not available. Architect shall maintain its insurance in full force and effect and uninterrupted during the term of this Agreement and after the completion of services under this Agreement until the completion of any applicable statute of limitations, such period to be not less than one year from Final Completion of all construction of this Project as to workers compensation, two years from the Final Completion of all construction of this Project as to commercial general liability, and comprehensive automobile liability, and not less than eight years from the Substantial Completion of all construction of this Project (or ten years, as allowed by Texas Civil Practice and Remedies Code § 16.008), as to errors and omissions insurance. Architect shall furnish to Owner insurance certificates, policies and endorsements upon request at any time. Architect shall name Owner as an additional insured under his policies for commercial general liability and comprehensive automotive liability. All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A-X in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, www.ambest.com, and that permits waivers of subrogation. Deductibles or self-insured retention limits for all policies (except Architect's Errors or Omissions insurance) shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million. The policies shall include a waiver of subrogation in favor of the Owner. Any deviation from these requirements can only be approved by Owner's Board of Trustees. 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 Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. Such policies shall be primary and noncontributory. The limits of liability for such insurance shall be in at least the following amounts:-~~

§ 2.5.1 Workers' Compensation

.1	State:	Statutory Benefits
.2	Employer's Liability:	\$1,000,000 per accident
		\$1,000,000 disease, policy limit
		\$1,000,000 disease, each employee

§ 2.5.2 Commercial General Liability with policy limits of not less than (\$)

.1	Each occurrence:	\$ each occurrence
		\$ aggregate

.2 Medical Expense (per person) \$ _____ each occurrence **§ 2.5.1 Commercial General Liability with policy limits of not less than « » (\$ « ») for each occurrence and « » (\$ « ») in the aggregate for bodily injury and property damage.**

.3 Products & Completed Operations: \$ _____ aggregate (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period and Owner shall be named by endorsement as an Additional Insured for such coverage)

.4 Personal & Advertising Injury \$ _____ aggregate

.5 Must include explosion, collapse, and underground (X, C, and U) coverage

.6 Must include Completed Operations coverage

.7 Must Include Contractual Liability Coverage

.8 Must Include General Aggregate Per Project Endorsement.

§ 2.5.3 Contractual Liability:

.1 Property Damage shall be included in Commercial General Liability Coverage

.2 Insurance sufficient to cover Architect's contractual indemnities.

§ 2.5.4 Business Automobile Liability (including owned, non-owned, hired, or any other vehicles):

Combined single limit policy in the amount of at least \$1,000,000.

.1 Bodily Injury (per person) \$ _____

.2 Bodily Injury (per accident) \$ _____

.3 Property Damage \$ _____

§ 2.5.5 Professional Liability (E&O) Coverage in at least in the following amounts:

_____ \$ _____ per occurrence

_____ \$ _____ per aggregate

Deductibles or self-insured retention amounts shall not exceed \$25,000 for a project budgeted at \$4 million or less, or \$50,000 for a project budgeted at more than \$4 million.

.1 Architectural and engineering consultants shall carry Professional Liability (errors and omissions) insurance in an amount not less than _____ (\$).

{Note: amount specified should be sufficient to cover any potential damages which could result from that consultant's negligence}.

§ 2.5.6 Umbrella Excess Liability coverages shall be:

.1 \$ _____ each occurrence

.2 \$ _____ aggregate

§ 2.5.7 Texas Workers Compensation Insurance. Because Architect will be performing services on-site, a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Architect or his employees providing services on a Project is required for the duration of the Project.

- .1 Duration of the Project includes the time from the beginning of the Work on the Project until the Architect's Work on the Project has been completed and accepted by the Owner .
- .2 Persons providing services on the Project include all persons or entities performing all or part of the services the Architect has undertaken to perform on the Project, regardless of whether that person contracted directly with the Architect and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.
- .3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- .4 The Architect shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all employees of the Architect providing services on the Project for the duration of the Project.
- .5 The Architect must provide a certificate of coverage to the Owner prior to being awarded the contract.
- .6 If the coverage period shown on the Architect's current certificate of coverage ends during the duration of the Project, the Architect must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- .7 The Architect shall obtain from each person providing services on a project, and provide to the Owner:
 - .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - .2 No later than seven days after receipt by the Architect, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .8 The Architect shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- .9 The Architect shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Architect knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- .10 The Architect shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the

Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- .11 The Architect shall contractually require each person with whom it contracts to provide services on a project, to:
 - .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code § 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
 - .2 Provide to the Architect, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
 - .3 Provide the Architect, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .4 Obtain from each other person with whom it contracts, and provide to the Architect:
 - .1 A certificate of coverage, prior to the other person beginning work on the Project; and
 - .2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
 - .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage for any person providing services on the Project; and
 - .7 Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.
- .12 By signing this contract or providing or causing to be provided a certificate of coverage, the Architect is representing to the Owner that all employees of the Architect who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Architect to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- .13 The Architect's failure to comply with any of these provisions is a breach of contract by the Architect that entitles the Owner to declare the contract void if the Architect does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- .14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 TAC § 110.110(i).

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than « » (\$ « ») 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.

§ 2.5.3 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 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused 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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in ~~this Article 3 and Article 4~~ and include usual and customary structural, mechanical, and electrical 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.

§ 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 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, 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~~ comply with 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.

§ 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. The Architect shall identify and evaluate the location, availability, adequacy, capacity, and sufficiency of all utilities necessary to serve the completed Project. The Architect shall address with the Owner any existing easements or rights-of way which may interfere with the Owner's 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.

§ 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. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 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, [redesign the project to comply with the Owner's budget](#), 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, [including all state and federal accessibility standards](#).

§ 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 Competitive Bidding [or Purchasing](#)

§ 3.5.2.1 Bidding Documents shall consist of bidding [or competitive proposal](#) requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding [or competitively purchasing](#) 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 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, [evaluating 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, as an Additional Service, 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.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, ~~as an Additional Service,~~ consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 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 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 have the authority to~~ reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall ~~recommend to the Owner have the authority to require~~ 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 to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and ~~make recommendations to the Owner~~ ~~decide regarding~~ matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and ~~recommendations~~decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and ~~recommendations~~decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or ~~recommendations~~decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 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 the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for 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 the appropriate 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 Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. 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 The Architect shall maintain all records of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 With consent of the Owner, ~~The Architect may authorize~~ order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract 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 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 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,
- .4 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.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 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 Prior to the expiration of ten months of Substantial Completion and ~~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. The Architect shall not be entitled to additional compensation for services listed below unless otherwise indicated, or if such services are not required for this Project or approved by the Owner.~~ 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 (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Included in Basic Services
§ 4.1.1.2 Multiple preliminary designs	Included in Basic Services
§ 4.1.1.3 Measured drawings	Included in Basic Services
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	Architect - Included in Supplemental Services
§ 4.1.1.10 Architectural interior design	Included in Basic Services
§ 4.1.1.11 Value analysis	Included in Basic Services
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Included in Basic Services
§ 4.1.1.13 On-site project representation	Included in Basic Services
§ 4.1.1.14 Conformed documents for construction	Included in Basic Services
§ 4.1.1.15 As-designed record drawings	Included in Basic Services
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	Included in Basic Services
§ 4.1.1.22 Security evaluation and planning Detention, Safety and Security Service	Supplemental Service
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	Included in Basic Services
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Included in Basic Services
§ 4.1.1.30 Other Supplemental Services	
§ 4.1.1.31 Geotechnical Report	Owner
§ 4.1.1.32 Topography Survey	Owner
§ 4.1.1.33 Document Reproduction (SEE §11.8.1.12)	Architect-Reimbursed
§ 4.1.1.34 TDLR / ADA (SEE §11.8.1.12)	Architect-Reimbursed
§ 4.1.1.35 Food Service Consultant	Owner

§ 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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§ 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.)

« .1 Programming
.2 Geotechnical Engineering
.3 Topographic, Boundary and Utility Survey
.4 FF&E
.5 Commissioning »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services 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.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner 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 significant 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 changing or editing previously prepared Instruments of Service;
 - .3 Changing or editing previously prepared Instruments of Service 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 Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - .4 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;
 - ~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~
 - ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
 - ~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
 - ~~.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
 - ~~.9 Evaluation of the qualifications of entities providing bids or proposals;~~
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- or,

- ~~.11— Assistance to the Initial Decision Maker, if other than the Architect.~~
~~.12 Services necessitated by a construction defect for which the Architect is not responsible, whether resulting in adjustment or change to the Architect's Instruments of Service.~~

~~§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.~~

- ~~.1— Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
~~.2— Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;~~
~~.3— Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
~~.4— Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
~~.5— Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

§ 4.2.3 The 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 ~~« One a week » (« 1/week »)~~ visits to the site by the Architect during construction
.3 ~~« Two » (« 2 »)~~ ~~observationsinspections~~ 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 »)~~ ~~observationsinspections~~ for any portion of the Work to determine final completion.

~~§ 4.2.4 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.~~

~~§ 4.2.5 If the services covered by this Agreement have not been completed within ~~thity six » (« 36 »)~~ months of the date of this Agreement, through no breach by 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 and update the Owner's budget for the Project when required, 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 budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's 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 shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish 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.

§ 5.5 The Owner ~~may 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 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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 Instruments of Service.

§ 5.12 The Owner shall ~~endeavor to~~ include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall ~~endeavor to~~ 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.

§ 5.13 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.

§ 5.14 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.

~~§ 5.15 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 ~~the Architect's compensation~~this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor,

materials, and equipment, donated to, or otherwise furnished by, the Owner. The 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. For purposes of the Architect's compensation, the Cost of Work shall not include the fee for management and supervision of construction or installation provided by a separate Owner representative.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as ~~allowed~~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 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 ~~may~~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 make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 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 prior to the commencement of the Work, 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;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 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 the 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 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 not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation ~~if due to the Architect's failure to meet the Standard of Care~~. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Construction Documents~~Instruments of Service~~, 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 ~~Only to~~ To the extent damages are fully 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, INCLUDING BUT WITHOUT LIMITATION, DELAY DAMAGES, UNREALIZED SAVINGS, BUSINESS INTERRUPTION, OR DIMINUTION IN VALUE. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION TO ALL CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, AND/OR PUNITIVE DAMAGES, EVEN IF SUCH DAMAGES REASONABLY COULD HAVE BEEN FORESEEABLE~~

~~OR KNOWN IN ADVANCE, 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 or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. 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. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 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

☒ [« x »] Litigation in a court of competent jurisdiction

☐ [« »] Other: *(Specify)*

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect for undisputed sums 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 seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutivecumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than twenty-one (21) seven days' written notice and opportunity to cure 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 seven 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 Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses then due, incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 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:

« \$0.00 »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final~~Substantial~~ 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 law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Mandatory and exclusive venue and forum for any dispute resolution arising out of this Agreement shall be in the state district courts for Hidalgo County, Texas If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 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 this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this 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 shall 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, but may not photograph students without prior written parental consent. 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 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

~~§10.10 TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ARCHITECT AND THE ARCHITECT’S CONSULTANTS, AND THE OFFICERS, DIRECTORS, PARTNERS, REPRESENTATIVES, CONSULTANTS AND EMPLOYEES OF ANY OF THEM, TO THE OWNER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE OWNER AND/OR THE OWNER’S SUCCESSORS OR ASSIGNS, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS’ FEES, EXPERT WITNESS FEES, AND ANY OTHER CLAIMS OR EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THE PROJECT OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES, SHALL NOT EXCEED THE TOTAL COMPENSATION ACTUALLY RECEIVED BY THE ARCHITECT FROM THE OWNER UNDER THIS AGREEMENT OR THE ARCHITECT’S AVAILABLE PROFESSIONAL LIABILITY INSURANCE LIMITS AT THE TIME OF ADJUDICATION OF ANY CLAIM, WHICHEVER IS LESS. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSES OF ACTION OF ANY NATURE OR KIND, WITHOUT LIMITATION, SUCH AS BUT NOT LIMITED TO NEGLIGENCE, TORT, BREACH OF CONTRACT, AND STRICT LIABILITY, HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. IN NO EVENT SHALL THE ARCHITECT BE LIABLE TO THE OWNER FOR AN AMOUNT GREATER THAN THE ACTUAL DAMAGES INCURRED BY THE OWNER, AND THE OWNER AND THE ARCHITECT AGREE THAT THIS PROVISION SETS AN UPPER LIMIT TO THE AMOUNT OF DAMAGES, IF ANY, THAT THE OWNER MAY RECOVER BY WAY OF ANY AND ALL CLAIMS AND CAUSES OF ACTION.~~

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

« »

- .2 Percentage Basis
(Insert percentage value)

« Seven and Five Tenths » (« 7.5 ») % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.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.)

~~«Site and Facility Planning, Facility Assessments, Programming, Floor Planning, Preliminary Design, Cost Estimating, Project Scheduling and Renderings for individual Bond Projects, compensation shall be submitted hourly based on Article §11.7 hourly billing rates for services of the Architect.»~~

~~«Supplemental Consultants as identified in Article §4.1.2.1 — fees TBD—»~~

§ 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.)

~~« TBD »~~

§ 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 «Ten» percent («10»%), or as follows:~~
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

~~«TBD »~~

§ 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	«Seventy-Five»	percent (	«75»	%)
Procurement Billing & Negotiation	«Five»	percent (	«5»	%)
Phase				
Construction Administration 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)



<u>ERO Architects</u>	<u>\$275.00/hr</u>
<u>Principal</u>	<u>\$250.00/hr</u>
<u>Licensed Professional</u>	<u>\$250.00/hr</u>
<u>Project Manager</u>	<u>\$250.00/hr</u>
<u>Planning Manager</u>	<u>\$225.00/hr</u>
<u>Production Manager</u>	<u>\$185.00/hr</u>
<u>Architectural Associate</u>	<u>\$175.00/hr</u>
<u>Production Contract Administrator</u>	<u>\$165.00/hr</u>
<u>Graphic Designer</u>	<u>\$135.00/hr</u>
<u>Copy Writer</u>	<u>\$90.00/hr</u>
<u>Clerical</u>	<u>\$75.00/hr</u>

§ 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 after the Architect's provision of one artist's rendering and one model or mock-up of each building in -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;~~
- ~~9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~10 Site office expenses;~~
- 11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- ~~12 Other similar Project-related expenditures. TDLR—ADA submission and review~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be only the actual expenses incurred by the Architect and the Architect's consultants, plus Ten percent («10» %) 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.)~~

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « Zero » (\$ « 0 ») 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « Zero » (\$ « 0 ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services 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.)

« Prevailing Interest in Hidalgo County » % « »

§ 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 represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 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)

« Adrian Gonzalez » « Mayor »
City of Weslaco

(Printed name and title)

ARCHITECT (Signature)

« Brian Godinez » « CEO »

(Printed name, title, and license number, if required)

FILED



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2024-1202	
From:			
Subject: Discussion and consideration to authorize Heffner Design Team to add Utah Avenue from 1st Street to Airport Drive and parking areas at Mayor Pablo Pena City Park to their scope of work with an estimated project budget of \$750,000 and approve a design fee of \$60,000. (Staffed by Parks & Recreation Department.)			
Background: The Heffner Design Team provided a proposal for additional work expanding their scope to include additional civil engineering design for Utah Avenue. This work was presented to the Commission during the program presentation. The Commission authorized Heffner to proceed with Design Development for the various elements of the project at Isaac Rodriguez and Mayor Pablo Pena City Parks. The scope of design for street at Mayor Pablo Pena City Park was not included in original project scope.			
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: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Weslaco Various Parks Supplemental Services Proposal One with Exhibits			
Responsibilities upon Approval:			



HEFFNER DESIGN TEAM, PLLC

SUPPLEMENTAL SERVICES PROPOSAL ONE

Date: August 16, 2024

Attention: Omar Rodriguez, Director of Parks and Recreation
City of Weslaco
255 S. Kansas Ave
Weslaco, Texas 78596

Regarding: Proposal for Supplemental Services

Mr. Rodriguez,

Enclosed is our supplemental proposal to provide landscape architecture and civil engineering services necessary to develop additional drainage, parking, and roadway improvement construction documents for the Mayor Pablo Pena Park project. The scope of work limits is indicated in the attached exhibit. We will update the current site plan with the new scope of work areas indicated in the attached exhibit. We will follow the same design process established in our current contract.

Our proposed fee for the work described above is 8% (\$60,000.00) of the \$750,000.00 construction cost. All documents will be transmitted via email. These fees would be billed as a percentage of work is completed.

Total fees to the above scope of work services - \$ 60,000.00

To supply our clients with peace of mind we carry full general and professional liability insurance. All terms and conditions previously approved contract apply. I am licensed as a landscape architect by the States of Texas and Michigan. A copy of our insurance and licenses are available upon request. This proposal expires 90 days from the above date. Thank you for the opportunity to work on this project.

Sincerely,

X _____

Andrew T. Heffner, PLA, ASLA, Assoc. AIA-LRGV, CLARB

Client Signature

Date



777 NE Loop, Suite 60
San Antonio, TX 78217
(210) 820-2677

TE: 07-26-2024



WESLACO, TX 78596

SHEET TITLE:

These Drawings and Specifications are to be an instrument of service and shall remain the property of the Landscape Architect. They are not to be used on other projects or extensions to this project except by agreement in writing with the Landscape Architect. The Landscape Architect is not responsible for construction means, methods, sequences or procedures or for safety precautions and programs in connection with the project.

SHEET NUMBER:

SCALE: 1" = 50'



SCALE: 1" = 50'

EXHIBIT B
WESLACO PARK - PAVING IMPROVEMENTS
ENGINEERS ESTIMATE

MISCELLANEOUS IMPROVEMENTS:

1.	Asphalt Demolition & Haul off	57,124	SF	\$	3.00	\$	171,371.94
2.	Re-grade existing drainage swale	55	LF	\$	2.50	\$	137.50
Total Miscellaneous Improvements:							\$ 171,509.44

PAVING IMPROVEMENTS: (N. UTAH AVE)

1.	Exist Subgrade Recompaction & Stabilization	6,665	SY		4.5		29,993
2.	2" Hot mix asphaltic concrete w/tack coat	6,665	SY	\$	16.50	\$	109,972.50
3.	18" Curb and gutter - Restoration (Removal, haul-off & new installtion)	160	LF	\$	19.00	\$	3,040.00
4.	6' Valley gutter	225	LF	\$	85.00	\$	19,125.00
5.	Cross-walk thermoplastic paint	285	LF	\$	65.00	\$	18,525.00
6.	Fire Lane (No Parking) Curb Paint	4,714	LF	\$	5.50	\$	25,927.00
7.	Traffic speed bumps	10	EA	\$	2,750.00	\$	27,500.00
Total Paving Improvements: (N Utah Ave)							\$ 234,082.00

PAVING IMPROVEMENTS: (PARKING AREA)

1.	2" Hot mix asphaltic concrete w/tack coat	9,791	SY	\$	16.50	\$	161,555.79
2.	18" Curb and gutter (Exist EOP to Curb)	809	LF	\$	19.00	\$	15,371.00
3.	Parking lot Striping - Thermoplastic paint	1	LS	\$	35,000.00	\$	35,000.00
Total Paving Improvements: (Parking-Area)							\$ 211,926.79

SUB-TOTAL IMPROVEMENTS: **\$ 617,518.23**

DRAINAGE IMPROVEMENT ALLOWANCE: **\$132,482**

GRAND TOTAL IMPROVEMENTS: **\$ 750,000.00**



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-137	
From: OMAR RODRIGUEZ			
Subject: 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, 2025- July 31, 2025 . (Staffed by Parks & Recreation Department.)			
Background: Annual request for use of facilities.			
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: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Email request from Arnold Cavazos Weslaco LL lease agreement, little league letter of request for lease agreement 2025, LITTLE LEAGUE LEASE 2025			
Responsibilities upon Approval:			

From: [Arnoldo Cavazos](#)
To: [Omar Rodriguez](#)
Cc: [Andres Arredondo](#); [Alonso Cavazos](#)
Subject: Weslaco LL lease agreement
Date: Tuesday, January 28, 2025 2:46:02 PM
Attachments: [little league lease agreement 2025.docx](#)

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Good afternoon Omar,
Attached you will find our lease agreement for the 2025 season. If you have any questions please let us know.

--

Thank you,

Arnold Cavazos III- Vice President Weslaco LL



Weslaco Little League

To Whom it may Concern:

On behalf of Weslaco Little League, I, Andres Arredondo would like to request a lease of the following fields/parks for our upcoming season that is right around the corner. We are requesting the use of the 4 fields at Harlon Block Park located at 18th st in Weslaco, TX including the concession stand from February 1 – August 1. This lease extends to August in order to provide our All-Star teams a place to practice and the ability for us to host the District All Star Tournament. We would like to begin working on the fields as soon as possible as we have gathered equipment and volunteers so that we may be ready for our FREE baseball clinic led by both Weslaco High School and Weslaco East High School on a tentative date of February 8th 2025. Our Opening Ceremonies are scheduled for March 22nd 2025. This park will host girls softball as well and our 13, 14, 15, and 16 year old baseball divisions.

On behalf of Weslaco Little League, we would like to thank the City Commission and Weslaco Parks board for their consideration. We are looking forward to a great season. If you have any questions feel free to give me a call at 956-593-0024.

Best Regards,

Andres Arredondo

Weslaco Little League president

Alonso Cavazos

Weslaco Little League Secretary

STATE OF TEXAS

*

*

COUNTY OF HIDALGO

*

LEASE AGREEMENT

*

CITY OF WESLACO

*

On this ____ day of _____, 2025, the CITY OF WESLACO, a home rule municipal corporation located in Hidalgo County, Texas hereinafter referred to as "CITY" and the WESLACO LITTLE LEAGUE hereinafter referred to as "LEAGUE" enter into this Lease Agreement for the lease of "CITY" property under the following terms:

1. The "CITY" leases to the "LEAGUE" certain real property and improvements physically located at the Harlon Block/Sports Complex Field #1, Field #2, Field #3, Field #4 and Concession Stand as described in Exhibit "A" hereinafter referred to as the lease property.
2. The Term of this lease shall be for five (5) months beginning March 3, 2025, and ending July 31, 2025, hereinafter referred to as the lease term.

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

1. The "LEAGUE" will not construct any permanent buildings or improvements on the lease premises.
2. The "LEAGUE" will not sublet the lease premises or assign this lease to any other party without the written consent of the "CITY".
3. The "LEAGUE" agrees and understands that the lease premises will be used exclusively for baseball/softball games and related "LEAGUE" activities.
4. The "LEAGUE" will hold the "CITY" harmless for any type of injury or harm sustained by any person involved in any "LEAGUE" activity on the lease premises.
5. The "LEAGUE" will carry liability insurance in a sufficient amount to protect the "CITY's" interest in the lease premises and said insurance will name the "CITY" as an additional insured with the requirement that said insurance provider shall provide the "CITY" notice of any cancellation or revision of said insurance policy.
6. The "LEAGUE" will be entitled to possession of the lease premises thirty (30) minutes before and thirty (30) minutes after the beginning of each game as set forth in the schedule described in Paragraph 7 of this Agreement. At all other times the general public shall have access to leased premises and the City will have authority to lease them out to third parties. Any disputes as to possession of leased premises shall be resolved and decided by the City Manager or his designee.
7. The "LEAGUE" will provide the schedule of "LEAGUE" activities to "CITY" at least one (1) week prior to start of said activities.
8. The "LEAGUE" shall endeavor to assist the "CITY" in providing a safe and clean complex for all participants, spectators, and visitors.

9. There shall be no parking of automobiles or other vehicles in any area other than areas designated for such purpose by "CITY".
10. The "LEAGUE" will provide "CITY" an accounting of all monies collected in registration fees and all concession stand revenue and expenses. The accounting will be due on August 31, 2025 and must be prepared in a form and manner acceptable to "CITY".
11. The "LEAGUE" is responsible for scheduling all games and providing adult supervision at all "LEAGUE" activities.
12. The "CITY" shall have the right to decide when the baseball fields are unplayable due to current or anticipated weather conditions.
13. The "LEAGUE" will file with the "CITY'S" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquires to the proper authorities regarding all "LEAGUE" activities.
14. The "LEAGUE" shall immediately report all needed repairs or potential hazards on lease premises to the "CITY'S" Parks and Recreation Department. However, the reporting of these hazards does not in any way, shape or form make the "CITY" liable for any injuries or damages resulting from said hazards.
15. The "CITY" will maintain the baseball fields including mowing and paint marking with assistance from the "LEAGUE" when possible. Maintenance scheduling will be determined by "CITY" upon advanced written notice of "LEAGUE" activities.
16. The "CITY" is under no obligation and undertakes no responsibility to obtain sponsors for "LEAGUE" activities.
17. "CITY" employees will not be allowed to participate in "LEAGUE" activities as Officers, Board Members or in any other official capacity.
18. The "LEAGUE" affirms that the persons signing on behalf of the "LEAGUE" are authorized to execute this lease agreement with the "CITY".
19. The "CITY" has the right to terminate this lease agreement without cause by providing thirty (30) days written notice of the termination to the "LEAGUE" by personal or certified mail delivery to:

ANDRES ARREDONDO
WESLACO LITTLE LEAGUE, INC.
3620 PECAN GROVE DRIVE
WESLACO, TX 78599-3392
20. The "CITY" may host any functions it chooses at Harlon Block Park Sports Complex during the lease term. Notice will be given one (1) week in advance of function dates.
21. The "CITY" may at any time request an audit or accounting or production of financial reports in a form and manner acceptable to "CITY". Failure to so upon timely request will result in an automatic termination of this agreement.

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

(Signature page to follow)

ATTEST:

CITY OF WESLACO

Norma A. Cantu, **City Secretary**

Adrian Gonzalez, **Mayor**

APPROVED AS TO FORM:

Ben Castillo, **City Attorney**

WESLACO LITTLE LEAGUE, INC.
BOARD OF DIRECTORS

Andres Arredondo, President

Leonardo Castillo, Member

Arnold Cavazos, III, Vice-President

Johnny Cavazos, Jr., Member

Alonso Cavazos, Secretary

Leroy Rodriguez, Member

Johnny Cavazos, Sr. Treasurer

Orlando Martinez, Member

Roy Hernandez, Member

Vince Losoya, Member

Joshua Trevino, Member

Darrel Amador, Member

Dylan Deleon, Member

Paul Closner, Member

EXHIBIT A





Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-130	
From: OMAR RODRIGUEZ			
Subject: Discussion and consideration of a Lease Agreement with Weslaco Softball Baseball PONY for use of the Softball/Baseball Field 1, 2 and 3 and Concession Stand at Mayor Pablo G. Peña City Park effective February 1, 2025 through July 7, 2025. (Requested by Weslaco Softball Baseball.)			
Background: The Weslaco Softball Baseball organization provides the PONY softball and baseball program for area boys and girls in the Weslaco area. Games are played on the fields located at Mayor Pablo G. Pena Park. The program begins with registration and training starting in February with league and championship play occurring through the end of June. Weslaco Softball Baseball requests to use Fields 1, 2, and 3 and the Concession stand located at Mayor Pablo G. Pena City Park.			
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		Created/Initiated	
OMAR RODRIGUEZ		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: letter from PONY, Weslaco Softball Baseball PONY LEASE 2025			
Responsibilities upon Approval:			



ARNULFO BANDA
South Zone
Vice President
1722 Misty Lane
Weslaco Tx
Phone 956-454-9958
a.banda@pony.org

November 7, 2024

Mr. O. Rodriguez
Weslaco Parks and Recreation

It is my pleasure to inform you that PONY Baseball/Softball has approved membership to Weslaco PONY Baseball/Softball League. Mr Ray Lucio and Ms. Melissa Banda will be heading the program. The membership has been sanctioned and will receive the full support of PONY Baseball/Softball. As a resident of Weslaco I will also provide assistance to the program.

Operation of the league will commence immediately. Plans for league operation are already in full swing. PONY intends to support the league by scheduling various tournaments throughout the coming year. Weslaco until a few years ago was one of our premier leagues in the Rio Grande Valley. We expect the league to return to that status immediately.

We are asking for full support of the city in our attempt to serve the youth of our community.

Thank you for your consideration and support.

Respectfully,
Arnulfo Banda
PONY Baseball/Softball
South Zone Vice President

.....

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF WESLACO

LEASE AGREEMENT

On this ____ day of _____, 2025, the CITY OF WESLACO, a home rule municipal corporation located in Hidalgo County, Texas hereinafter referred to as “CITY” and the WESLACO SOFTBALL BASEBALL hereinafter referred to as “LEAGUE” enter into this Lease Agreement for the lease of “CITY” property under the following terms:

1. The "CITY" leases to the "LEAGUE" certain real property and improvements physically located at the Mayor Pablo Pena City Park Field #1, Field #2, Field #3, and Concession Stand as described in Exhibit "A" hereinafter referred to as the leased property.
2. The Term of this lease shall be for five (5) months beginning March 3, 2025, and ending July 31, 2025, hereinafter referred to as the lease term.

In consideration of the lease of “CITY” property described in Exhibit “A”, the “LEAGUE” agrees as follows:

1. The “LEAGUE” will not construct any permanent buildings or improvements on the lease premises.
2. The “LEAGUE” will not sublet the lease premises or assign this lease to any other party without the written consent of the “CITY”.
3. The “LEAGUE” agrees and understands that the lease premises will be used exclusively for baseball/softball games and related “LEAGUE” activities.
4. The “LEAGUE” will hold the “CITY” harmless for any type of injury or harm sustained by any person involved in any “LEAGUE” activity on the lease premises.
5. The “LEAGUE” will carry liability insurance in a sufficient amount to protect the “CITY’s” interest in the lease premises and said insurance will name the “CITY” as an additional insured with the requirement that said insurance provider shall provide the “CITY” notice of any cancellation or revision of said insurance policy.
6. The “LEAGUE” will be entitled to possession of the lease premises thirty (30) minutes before and thirty (30) minutes after the beginning of each game as set forth in the schedule described in Paragraph 7 of this Agreement. At all other times the general public shall have access to leased premises and the City will have authority to lease them out to third parties. Any disputes as to possession of leased premises shall be resolved and decided by the City Manager or his designee.
7. The “LEAGUE” will provide the schedule of “LEAGUE” activities to “CITY” at least one (1) week prior to start of said activities.
8. The “LEAGUE” shall endeavor to assist the “CITY” in providing a safe and clean complex for all participants, spectators, and visitors.

9. There shall be no parking of automobiles or other vehicles in any area other than areas designated for such purpose by "CITY".
10. The "LEAGUE" will provide "CITY" an accounting of all monies collected in registration fees and all concession stand revenue and expenses. The accounting will be due on August 31, 2025 and must be prepared in a form and manner acceptable to "CITY".
11. The "LEAGUE" is responsible for scheduling all games and providing adult supervision at all "LEAGUE" activities.
12. The "CITY" shall have the right to decide when the baseball fields are unplayable due to current or anticipated weather conditions.
13. The "LEAGUE" will file with the "CITY'S" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquires to the proper authorities regarding all "LEAGUE" activities.
14. The "LEAGUE" shall immediately report all needed repairs or potential hazards on lease premises to the "CITY'S" Parks and Recreation Department. However, the reporting of these hazards does not in any way, shape or form make the "CITY" liable for any injuries or damages resulting from said hazards.
15. The "CITY" will maintain the baseball fields including mowing and paint marking with assistance from the "LEAGUE" when possible. Maintenance scheduling will be determined by "CITY" upon advanced written notice of "LEAGUE" activities.
16. The "CITY" is under no obligation and undertakes no responsibility to obtain sponsors for "LEAGUE" activities.
17. "CITY" employees will not be allowed to participate in "LEAGUE" activities as Officers, Board Members or in any other official capacity.
18. The "LEAGUE" affirms that the persons signing on behalf of the "LEAGUE" are authorized to execute this lease agreement with the "CITY".
19. The "CITY" has the right to terminate this lease agreement without cause by providing thirty (30) days written notice of the termination to the "LEAGUE" by personal or certified mail delivery to:

REYNALDO LUCIO
WESLACO SOFTBALL PONY
WESLACO, TX 78599-3392
20. The "CITY" may host any functions it chooses at Mayor Pablo Pena City Park during the lease term. Notice will be given one (1) week in advance of function dates.
21. The "CITY" may at any time request an audit or accounting or production of financial reports in a form and manner acceptable to "CITY". Failure to so upon timely request will result in an automatic termination of this agreement.

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

(Signature page to follow)

ATTEST:

CITY OF WESLACO

Norma A. Cantu, **City Secretary**

Adrian Gonzalez, **Mayor**

APPROVED AS TO FORM:

Ben Castillo, **City Attorney**

WESLACO SOFTBALL PONY

EXHIBIT A





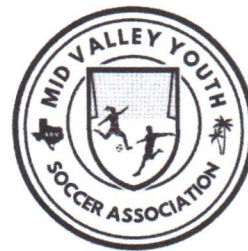
Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-128	
From: OMAR RODRIGUEZ			
Subject: Discussion and consideration to approve a request from the Mid-Valley Youth Soccer Association for use of Judge Gilbert Garza Park. (Staffed by Parks & Recreation Department.)			
Background: This is an annual request from the Association to provide a grass-roots youth soccer program in Weslaco serving our city and surrounding communities.			
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: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: MVYSA Proposal for Spring League, MID VALLEY YOUTH SOCCER 2025 spring lease, MVYSC Board Positions 10-7-24, MVYSC bylaws, MVYSA Policies & Procedures			
Responsibilities upon Approval:			

Proposal to the City of Weslaco for the Use of Judge Gilbert Garza Park

Submitted by: Mid-Valley Youth Soccer Association (MVYSA)

Date: January 13, 2025



Overview

The Mid-Valley Youth Soccer Association (MVYSA) respectfully submits this proposal to the City of Weslaco to request the use of Judge Gilbert Garza Park, located at 320 E. Mile 11 Rd., Weslaco, TX, for our upcoming soccer season. We believe this partnership will contribute positively to the community by providing a safe and engaging environment for youth to participate in organized soccer activities.

Proposed Schedule

Registration Dates:

- **Coaches Registration Start Date:** January 20, 2025
- **New Player Registration:**
 - Tuesdays, Thursdays, and Saturdays
 - Duration: Two weeks
 - Location: Judge Gilbert Garza Park

Practice Schedule:

- **Start Date:** Last week of February 2025
- **Days:** Monday through Thursday
- **Time:** 5:30 PM – 7:30 PM

Game Schedule:

- **Duration:** 8 weeks
- **Frequency:**
 - Two games during the week
 - Saturdays starting at 8:00 AM
- **Final Game:** May 17, 2025 (weather permitting)

Mission Statement

MVYSA aims to foster a lifelong passion for soccer by creating a sustainable development model that provides opportunities for all players, regardless of age, skill level, or financial ability. Through soccer, players will build character, develop resilience, and learn values like sportsmanship, fair play, teamwork, and respect for self, teammates, opponents, and officials.

Benefits to the Community

1. **Youth Engagement:** Encourages youth participation in physical activities, promoting health and wellness.
2. **Skill Development:** Enhances soccer skills, teamwork, and leadership qualities among players.
3. **Community Building:** Strengthens ties within the Weslaco community by bringing families together for games and practices.
4. **Positive Environment:** Provides a structured and supportive setting for children and teenagers.

Request

MVYSA requests permission to use Judge Gilbert Garza Park for the dates and times. We commit to maintaining the park's cleanliness and adhering to all city regulations and guidelines during our use.

Conclusion

We look forward to collaborating with the City of Weslaco to provide a rewarding and impactful soccer experience for local youth. Thank you for considering our proposal. Please feel free to contact us at 956-474-0630 or 956-420-2535 for any further details or clarifications.

Sincerely,

Amanda Cano

President

Mid-Valley Youth Soccer Association

STATE OF TEXAS *

COUNTY OF HIDALGO * **LEASE AGREEMENT**

CITY OF WESLACO *

On this ____ day of ____, 2025 THE CITY OF WESLACO, a home rule Municipal Corporation located in Hidalgo County, Texas hereinafter referred to as "CITY" and the MID VALLEY YOUTH SOCCER CLUB, 620 S. TEXAS BLVD SUITE A, Weslaco, Texas 78596 hereinafter referred to as "LEAGUE" enter into this agreement as follows:

1. The CITY leases to the "LEAGUE" certain real property and improvements physically located in the JUDGE GILBERT GARZA PARK, described as NORTH and SOUTH Field located at 320 East Mile 11 Road, Weslaco, Texas as described in Exhibit "A", hereinafter referred to as the lease premises.
2. The Term of this lease shall be for a period beginning February 5, 2025, and ending May 31, 2025, hereinafter referred to as the lease term.

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

1. The "LEAGUE" will not construct any permanent buildings or improvements on the lease premises.
2. The "LEAGUE" will not sublet the leased property or assign this lease to any other party without the written consent of the "CITY."
3. The "LEAGUE" agrees and understands that lease premises will be used exclusively for "LEAGUE" activities.
4. The "LEAGUE" will hold the "CITY" harmless for any type of injury or harm sustained by any person involved in "LEAGUE" activity on the lease premises.
5. The "LEAGUE" will maintain liability insurance in a sufficient amount to protect the "CITY'S" interest and said insurance shall name the "CITY" as an additional insured with the requirement that said insurance provider shall provide the "CITY" notice of any cancellation of said insurance policy.
6. The "LEAGUE" will be entitled to possession of the lease premises 30 (30) minutes before and thirty (30) minutes after the beginning of each game/practice as set forth in the schedule described in Paragraph 7 of this Agreement. At all other times the general public shall have access to leased premises and the City will have authority to lease them out to third parties. Any disputes as to possession of leased premises shall be resolved and decided by the City Manager or his designee.
7. The "LEAGUE" will provide a schedule of "LEAGUE" activities to the City at least two (2) weeks prior to start of such activities.
8. The "LEAGUE" is responsible for expenses for any "LEAGUE" activities including but not limited to out-of-town games, play-offs, or tournaments. "CITY" is not responsible for any expenses or maintenance of the "LEAGUE".
9. The "LEAGUE" is obligated to assist the city in providing a clean complex for participants and spectators. If "LEAGUE" does not maintain a clean complex "CITY" staff and equipment will clean and maintain the lease premises and "LEAGUE" is obligated to reimburse "CITY" for costs of such services at that "CITY" employees rate of pay plus any fringe benefits.

10. There shall be no parking of automobiles or other vehicles in any area other than areas designated for such purpose by "CITY". The "LEAGUE" is responsible for ensuring there is **NO PARKING ON GRASS ISLANDS OR ANY OTHER GRASS AREAS** of the lease premises.
11. The "LEAGUE" will provide the "CITY" an accounting of all monies collected in registration fees, concession stand revenues and expenses incurred in operating its activities. This accounting must be prepared by a certified public accountant and must be prepared in accordance with accepted accounting principles. The accounting will be due on or before June 30, 2025. The "CITY" may at any time demand such accounting and failure to do so will result in an automatic termination of this agreement.
12. The "LEAGUE" shall be responsible for the registration of individual participants and for the accounting of registration fees for each participant and will hold the "CITY" harmless from any claims arising out of any improprieties or acts of embezzlement, fraud, or theft of "LEAGUE" funds.
13. The "LEAGUE" will be responsible for any and all expenses incurred in obtaining officials necessary for conducting "LEAGUE" activities.
14. The "LEAGUE" is responsible for scheduling all games and providing adult supervision at all scheduled soccer games and practices and will hold the "CITY" harmless for any claims arising out of inappropriate acts by any of the "LEAGUE'S" employees, volunteers, or contractors.
15. The "CITY" shall have the right to decide when the fields are unplayable due to current or anticipated weather conditions and the "LEAGUE" must abide by any "CITY" decisions concerning cancellation or rescheduling of "LEAGUE" activities.
16. The "LEAGUE" will provide its by-laws, organization structure, officers, and appropriate contact phone numbers to the "CITY" for the purpose of addressing or directing public inquires to the proper authorities regarding "LEAGUE" activities.
17. The "LEAGUE" shall report any necessary repairs or potential hazards to the Parks and Recreation Department immediately. However, the reporting of these hazards does not in way, shape or form make the "CITY" liable for any injuries or damages resulting from said hazards.
18. The "CITY" will maintain the fields, including mowing and marking. Maintenance scheduling will be determined by "CITY" upon receipt of written practice and league games schedules.
19. The "CITY" is under no obligation and undertakes no responsibility to obtain sponsors for "LEAGUE" activities.
20. "CITY" employees will not be allowed to participate in "LEAGUE" activities as officers, board members, bookkeepers, or in any other official capacity.
21. The "LEAGUE" will remove all sponsor signs on or before May 31, 2025.
22. The "LEAGUE" affirms that the person signing this agreement on behalf of the "LEAGUE" is authorized to execute this agreement with the "CITY".
23. The person signing on behalf of the "LEAGUE" will receive one (1) "CITY" issued key for the concession stands and this key may not be duplicated by the "LEAGUE".
24. The "CITY" may cancel this agreement without cause by providing thirty "30" days written notice to the "LEAGUE" by personal delivery to the person signing this agreement of behalf of "LEAGUE".

(SIGNATURE PAGE NEXT)

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

ATTEST:

Norma A. Cantu, City Secretary

CITY OF WESLACO

Adrian Gonzalez, Mayor

APPROVED AS TO FORM:

Ben Castillo, City Attorney

MID VALLEY YOUTH SOCCER CLUB

Amanda Cano, President

EXHIBIT "A"



MVYSC Board Positions



10/7/2024

The board members are responsible for overseeing the organization's operation, ensuring compliance with policies, and guiding the club toward achieving its goals. Here's a breakdown of the typical duties for each of the key positions:

President- Amanda Cano

e-mail: amandacano956@gmail.com ph# 956-420-2535

Leads the club, sets its vision, oversees meetings, makes key decisions, and represents the club externally. Addresses conflicts or issues within the organization. Votes only in ties.

Vice President- Jose Medrano

e-mail: Primeraiglesiabautistasm@gmail.com

Supports the president, steps in when absent, handles specific areas of responsibility, and assists with problem-solving. Often assigned specific duties, such as overseeing operations, committees, or events.

Treasurer- Ally Chavez

e-mail: Allychav90@gmail.com

Works with the board to establish annual budgets and ensures the club operates within its financial limits. Manages the club's finances, including budgeting, bookkeeping, financial reporting, and tax compliance.

Secretary-Amanda Cano

e-mail: amandacano956@gmail.com ph# 956-420-2535

Takes and maintains minutes of all board meetings and ensures that they are accurate and distributed to board members. Acts as the primary point of contact for board communications and correspondence. Maintains and organizes important club documents (e.g., bylaws, policies, player registrations).

Register- Joe Rodriguez

e-mail: Joerdz579@gmail.com

Manages the registration process for players, ensuring all players are properly enrolled and registered with leagues and governing bodies. Maintains up-to-date records of players, coaches, volunteers, and members. Ensures that all players meet eligibility requirements for participation (age, residency, etc.). Coordinates with leagues to ensure that player information and team rosters are correctly submitted.

Direction of Coaches- Eliajah Torres

e-mail: Elit21@yahoo.com

Recruits, evaluates, and oversees coaches, ensuring they meet the club's standards. Organizes and facilitates training sessions for coaches, helping them develop coaching strategies and skills. Provides support and guidance to coaches, ensuring consistency across teams in terms of player development and club values. Monitors and evaluates the

performance of coaches and provides feedback or mediation as needed. Ensures that coaches comply with league and club policies.

Commissioner(s)-

U5/U6 Jose Medrano 4 V 4

Acts as the liaison between the league and coaches, attending league meetings and disseminating information to the assigned coaches. Responsible for coordinating practice schedules and ensuring that all teams have access to facilities. Oversees the organization of game days, ensuring that referees, fields, and equipment are in place. Handles complaints and disputes between players, coaches, referees, or teams as necessary.

U8- Eliajah Torres/ Joe Rodriguez 5 V 5

Acts as the liaison between the league and coaches, attending league meetings and disseminating information to the assigned coaches. Responsible for coordinating practice schedules and ensuring that all teams have access to facilities. Oversees the organization of game days, ensuring that referees, fields, and equipment are in place. Handles complaints and disputes between players, coaches, referees, or teams as necessary.

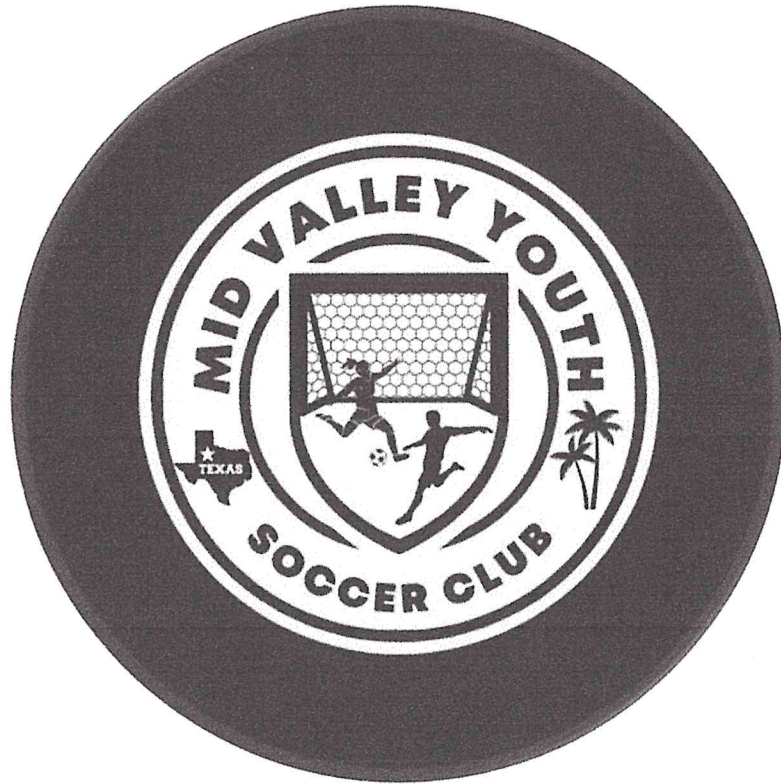
U10- Vanessa Rios 8 V 8

Dvsanchez1609@gmail.com

Acts as the liaison between the league and coaches, attending league meetings and disseminating information to the assigned coaches. Responsible for coordinating practice schedules and ensuring that all teams have access to facilities. Oversees the organization of game days, ensuring that referees, fields, and equipment are in place. Handles complaints and disputes between players, coaches, referees, or teams as necessary.

U12/U13 Eliajah Torres 9 V 9

Acts as the liaison between the league and coaches, attending league meetings and disseminating information to the assigned coaches. Responsible for coordinating practice schedules and ensuring that all teams have access to facilities. Oversees the organization of game days, ensuring that referees, fields, and equipment are in place. Handles complaints and disputes between players, coaches, referees, or teams as necessary.



BYLAWS

Bylaws of Mid Valley Youth Soccer Club (MVYSC)

Article I: Name and Purpose

1. Name

The name of this organization shall be the **Mid Valley Youth Soccer Club (MVYSC)**.

2. Purpose

MVYSC is organized to provide youth in the Mid Valley region with opportunities to learn, develop, and enjoy the game of soccer, fostering sportsmanship, teamwork, and personal growth.

3. Affiliation

MVYSC is a sanctioned member of **US Club Soccer** and adheres to all applicable rules, policies, and regulations.

Article II: Membership

1. Eligibility

Membership is open to players, coaches, parents/guardians, and volunteers who comply with club and US Club Soccer rules.

2. Types of Membership

- **Player Members:** Youth participants registered with the club.
- **Coach Members:** Licensed coaches approved by the Board of Directors.
- **Parent/Guardian Members:** Adults representing player members.
- **Volunteers:** Individuals who assist with club activities.

3. Rights and Responsibilities

Members must:

- Abide by the rules and regulations of MVYSC and US Club Soccer.
- Promote the club's mission and values.
- Pay applicable fees on time.

Article III: Governance

1. Board of Directors

MVYSC shall be governed by a Board of Directors responsible for policy-making, oversight, and ensuring compliance with US Club Soccer rules.

2. Composition

The Board shall consist of the following positions:

- President
- Vice President
- Secretary
- Treasurer
- Registrar
- Coaching Director
- At-Large Members (optional)

3. Terms and Elections

- Directors shall serve for a term of two years.
- Elections will be held annually at a General Membership Meeting.
- Directors must run for re-election if they choose to serve for another term (2 years)

4. Duties of Officers

- **President:** Oversees the club, presides over meetings, and represents MVYSC with US Club Soccer.
- **Vice President:** Assists the President and assumes duties in their absence.
- **Secretary:** Maintains records, meeting minutes, and official correspondence.
- **Treasurer:** Manages club finances and prepares financial reports.
- **Registrar:** Oversees player registration and compliance with US Club Soccer.

- **Coaching Director:** Develops coaching standards and oversees team operations.
-

Article IV: Meetings

1. **General Membership Meetings**
 - Held Annually
 - Open to all members.
 - Provides updates on club activities and financial status.
 2. **Board of Directors Meetings**
 - Held monthly or as needed.
 - Requires a majority of Board members to form a quorum.
 3. **Special Meetings**
 - May be called by the President or a majority of the Board.
-

Article V: Teams and Coaches

1. **Team Formation**
 - Teams shall be formed based on age, skill level, and US Club Soccer guidelines.
 - The club strives to provide fair and balanced competition.
 2. **Coaches**
 - Must hold appropriate certifications and clearances per US Club Soccer requirements.
 - Responsible for player development, safety, and sportsmanship.
-

Article VI: Financial Management

1. **Fees and Fundraising**
 - Members must pay registration and team fees as established by the Board.
 - Fundraising activities must align with the club's mission and be approved by the Board.
 2. **Budget**
 - The Treasurer shall prepare an annual budget for Board approval.
 3. **Financial Oversight**
 - An annual financial report shall be presented at the General Membership Meeting.
 - Financial statements shall be presented monthly by the club treasurer
-

Article VII: Code of Conduct

1. Player Conduct

Players must adhere to principles of sportsmanship, respect, and commitment to their team. Any player who receives a yellow or red card from a referee must abide by the rules and disciplinary actions as established by US Club Soccer. This includes potential suspensions or other penalties depending on the severity of the infraction.

2. Parent/Guardian Conduct

Parents/guardians must support a positive playing environment and adhere to club policies. Referees may issue warnings or cards to parents for inappropriate behavior, including but not limited to harassment of players, coaches, officials, or other spectators. Parents who are carded may be asked to leave the premises and risk additional sanctions from the club.

3. Coach Conduct

Coaches must prioritize player safety and development, maintaining professional and ethical behavior at all times. Coaches are expected to lead by example, fostering a positive and respectful environment.

- **Misconduct:** Any coach engaging in inappropriate behavior, including but not limited to unsportsmanlike conduct, verbal abuse, or violations of US Club Soccer rules, will be asked to leave the premises.
- **Penalty Fee:** Coaches asked to leave a game due to misconduct will be required to pay a **\$50 reinstatement fee** before returning to any club activities.
- **Red Cards:** Referees are authorized to issue red cards to coaches for misconduct, resulting in their immediate removal from the game and any other disciplinary actions as outlined by US Club Soccer policies.

4. Referee Authority

Referees officiating games have full authority to issue yellow and red cards to players, coaches, or parents for misconduct. Decisions made by referees during the game are final and must be respected by all members of the club.

5. Board Member Conduct

Board members are expected to act with integrity, transparency, and in the best interest of the club at all times.

- **Disqualification:** Any board member who displays misconduct must immediately resign from their position. Failure to resign voluntarily will result in automatic disqualification by a majority vote of the remaining Board of Directors.
- **Length of Disqualification:** Disqualification from serving as a board member will remain in effect for **two (2) years** from the date of resolution of the charge, conviction, or

dismissal of the case, whichever is later. After this period, the individual may apply for reinstatement, subject to approval by the Board of Directors.

- **Succession:** Upon disqualification or resignation of a board member, the Vice President shall assume the role of President if the affected member held that position. For other roles, an interim replacement will be appointed by the Board until a formal election can be held.

6. General Misconduct

Any club member—whether player, parent, coach, or board member—engaging in behavior detrimental to the club’s mission, values, or reputation may face disciplinary action, up to and including removal from the club.

Article VIII: Amendments

1. Proposal of Amendments

Amendments to these bylaws may be proposed by any member in good standing.

2. Approval

Amendments require a two-thirds majority vote of the Board of Directors.

Article IX: Dissolution

In the event of dissolution, remaining assets shall be distributed to a nonprofit organization aligned with the club’s mission or as required by law.

Article X: Adoption

These bylaws shall take effect upon approval by the Board of Directors and General Membership.



POLICY & PROCEDURES MANUAL

The purpose of this manual is to provide for the Mid Valley Youth Soccer Club (MVYSC) board, staff, coaches, players, and parents a guide to the operation and expectations of the organization. The manual does not take away the power and effect of the Club By-Laws and in any area of conflict, the bylaws shall prevail. This manual is intended to be amended frequently to reflect the changing conditions of the MVYSC operations.

TABLE OF CONTENTS:	
Section I Organizational Policies.....	Page 3
Section II Club Registration and Fiscal Policies.....	Page 5
Section III Club Operational Policies.....	Page 7
Section IV Recreational Division Policies.....	Page 13
Section VI Fundraising and Sponsorship Policies.....	Page 19
Section VII Tournament Policies.....	Page 21
Section VIII Referee Policies	Page 21

SECTION I – ORGANIZATION POLICIES

ORGANIZATION AND LEADERSHIP OVERVIEW

The Mid Valley Youth Soccer Club (MVVSC) is a community-based, volunteer organization supporting recreational soccer playing under the United States Club Soccer (USCS). The MVVSC organization is exempt from tax under IRS section 501(c)(3). The MVVSC webpage is: www.facebook.com/midvalleyyouthsoccerclub

MISSION

Our mission is to help future athletes of the RGV learn the fundamentals of playing soccer.

VISION

MVVSC will work to accomplish this mission by building and leading a sustainable development model that grows the number of players that develop a lifelong passion for the game of soccer by providing enhanced opportunities for all players regardless of age, technical ability, or ability to pay. Through this process, players will build personal character, be taught to compete with courage and share the value of commitment to self, team, club, and community. Through the game of soccer players will learn life lessons and develop high expectations and positive character traits such as good sportsmanship, fair play, team importance, doing one's best, never giving up, respecting opponents and officials, and honor of the game.

CORE VALUES

- Build Community
- Foster Belonging
- Provide Opportunity
- Strengthen Relationships
- Improve Health

DEFINITIONS

- Age Divisions: N.E.S.T through U-13, based on Birth Year
- Birth Year: A player who has a birthday within a set range of Jan 1st – Dec 31st of each given year. Birth years are as defined by the US Club Soccer Association and on www.MVVSCwvslacso.com.
- Family: The term "family" as shall be used hereinafter, shall include any sibling, grandparent, or other related family member. All family members shall be accountable to the rules, policies of conduct, and responsibilities established herein.
- Fans: The term "fan" shall include any friend of the player, family or individual who is watching a game. All fans shall be accountable to the rules, policies of conduct, and responsibilities established herein.

- Parent: The term "parent" as shall be used hereinafter, shall include the mother, father, and legal guardians of any duly registered player on a MVVSC team. All parents shall be individually and collectively accountable, regardless of marital status, to the rules, policies of conduct, and responsibilities established herein.

- Rostering: The assignment of a registered player to a team.

- Season: Fall or Spring.

- Seasonal Year: The twelve-month period between August 1st and July 31st.

- Suspension: The temporary withdrawal of rights and privileges such as, but not limited to the right to play, coach, or otherwise administer or participate (directly or indirectly) in affiliated soccer. Any person or group that has been suspended shall be in less than good standing for the entire term of the suspension with all rights and privileges withdrawn unless specifically stated otherwise by the suspending authority.

- Team: A recognized entity organized for the purpose of playing the sport of soccer.

- Youth Player: An amateur player who has reached the age of three (3) and who has not reached the age of thirteen (13) current seasonal year. A player who has not reached his/her fourth (3rd) birthday as of January 1st of the current seasonal year is not eligible to register with the MVVSC. A player who reaches thirteen (13) years of age during a seasonal year is allowed to complete that seasonal year.

MVVSC ORGANIZATIONAL CHART

Staff roles and responsibilities will be determined annually and included in staff contracts. Current staffing structure is available upon request.

SECTION II – CLUB REGISTRATION AND FISCAL POLICIES

OVERVIEW OF CLUB REGISTRATION AND FISCAL POLICIES

The following policies are established to ensure that the Club stays a fiscally strong and solvent organization. The Mid Valley Youth Soccer Club will follow the guidelines of USCS for registration requirements. MVVSC will strive to keep costs reasonable and affordable. While MVVSC is a non-profit organization, it must maintain a positive cash flow to ensure the overall operation of the organization. MVVSC disclaims financial responsibility for, and shall not assume, nor be held liable for the debts or financial obligation, either expressed or implied, of any member, team, coach, manager, or other team official that has not been authorized by the Board.

REGISTRATION

All players must be registered with the Mid Valley Youth Soccer Club prior to participating in any practice, game, or other activity.

Registration procedures and policies shall be in accordance with the requirements set forth by this club and shall be the responsibility of the Registrar.

Registration Forms and Fees

Registration shall be posted on the official club website. The registration form shall meet the requirements of the USCS. The form shall have provisions to show that proof of age has been verified at one time and must have medical permission and parental consent. A schedule of fees will be determined and approved by the Board for each year and included in fiscal policies. If any player's registration fee is refused by their respective bank, the responsible party will receive written notice from the MVVSC stating that until the current fees are paid their child(ren) will be suspended from play until the registration fee is paid in full.

Proof of Age

The MVVSC is responsible for maintaining a record of verification of each player's age on his/her registration form once the player is playing in a sanctioned event. In the event, that record is lost or in doubt, the board may request such proof, in writing again. Proof of age documentation shall consist a copy of "original" or "certified" birth documentation in the form of a birth certificate, a United States Board of Health record, a passport, a Certificate of Naturalization or an Alien Registration Card issued by the United States Government. Hospital, baptismal, or religious certificates will not be accepted. Once ages have been verified, documentation will be shredded and not kept on file with MVVSC.

PAYMENTS

Recreational Division Fees

Recreational Division participants shall have all registration fees paid in full at the time of registration.

Refund Policy

Recreational: After a completed player registration, any request for a refund prior to the start of the season will result in a denial. If a player registration is complete but the player was not placed on a team, they may receive a full refund.

Exceptions to these rules are subject to the MVVSC BOD for approval.

Exceptions

- The Mid Valley Youth Soccer Club Board reserves the right to deviate from this policy when special circumstances are presented.

Timing of Refunds

In general, refunds granted for programs will be issued within 30 days of the decision of the refund.

INSURANCE

All MVVSC players are covered under a secondary insurance policy through USCS. In the event of injury participants may be subject to benefits through the US Club Soccer (USCS). This is a secondary policy. If you are covered under any other insurance or health care plan, you must first submit your bills to your

primary insurer for payment. After your primary insurer has paid on your claim, you may submit any unpaid or remaining balance to this secondary plan for consideration. You will need to submit copies of all invoices and the Explanation of Benefits from your primary insurer with this secondary claim.

All participants in the Club do hereby forever release and discharge the MVVSC, its agents and employees, or any person acting on his/her behalf, from all claims and causes of action which they or their heirs, executors, or assigns may now have or may hereinafter have on account of property damage or personal injury, including death alleged to have been incurred by them as a direct or indirect result of my participation in said program, including but not limited to any claims alleging negligence on the part of any person, or any claim alleging injuries caused by a defect in any property used in conjunction with said program, whether or not said property is owned by the City of Weslaco.

SECTION III – CLUB OPERATIONAL POLICIES

OVERVIEW OF CLUB OPERATIONS

CODE OF CONDUCT

As an organization committed to the teaching and enjoyment of youth soccer, the Mid Valley Youth Soccer Club seeks to promote the highest standards of courtesy, sportsmanship, and positive behavior among its players and parents. All players and families are expected to demonstrate the principles in this Code of Conduct while engaging in activities related to the club.

The MVVSC Board of Directors has established behavior standards to govern coaches, parents, spectators, and all registered players before, during, and after games, and during training sessions. The Code of Conduct is applied during home and away games and tournaments and is established to protect the integrity of the organization. Disregarding these policies will be subject to disciplinary procedures that *may include loss of standing and/or removal from the club.*

- ♣ All coaches, players, and parents will conduct themselves in a manner that represents only the highest standards of sportsmanship. The integrity of The Mid Valley Youth Soccer Club will be held in high regard by all coaches, players, parents, and others associated with the organization.
- ♣ Strict adherence to facility rules and regulations in regard to alcohol, tobacco, or illegal drugs on MVVSC or the City of Weslaco's property. Those who violate these rules may be removed from the premises and subject to removal from the program.

- ♣ Be aware that coaches, sidelines, and players can be dismissed at the discretion of the referee.
- ♣ A code of conduct agreement will be signed upon registration for players and parents and upon hire for staff
- ♣ The Club reserves the right to take action after match play based on the Code of Conduct.

PLAYER DEVELOPMENT

The Mid Valley Youth Soccer Club aspires to develop better players through player-centric education at every level.

Our training involves age-appropriate curriculum at all levels to ensure the best development of players. We believe having the correct focus at each stage will allow coaches and parents to work together to help facilitate their players' success. It is a long-term development model aimed at allowing our youth players to maximize their potential and enjoyment of the game.

ROSTERING POLICIES

Academy and Select Divisions

The Mid Valley Youth Soccer Club Board of Directors designates the Directors of Coaching to determine player roster protocol.

Players shall be rostered with their appropriate age group to maximize player development. The following guidelines shall be considered and consistently applied to determine the appropriateness of a player request to roster up:

- Uniqueness of talent: Players will be evaluated for technical, physical, mental, and emotional proficiency.
- Players may only request to roster up to one age division.
- At the discretion of the DOC, there may be circumstances when younger players may be rostered to an older team to fill the older team's roster. In these cases, the criteria governing the player-requested rostering-up policy may or may not apply.

Player requests must be made in writing by the player's parent or guardian and submitted to the appropriate Director of Coaching, within seven (7) days of the tryout period. Rostering up provision is made on a year-to-year basis.

Recreational Division

The Coaching Staff recognizes there may be unique circumstances when adjustments to team rosters are requested. At the discretion of the Director of Coaching, players may be moved to accommodate these requests. However, due to the size of the Recreational Division and rostering limitations, there is no guarantee the request will be honored.

Dual Rostering Policy

With appropriate DOC approval, players may opt to dual-roster. However, MVVSC must be listed as the player's primary club if they reside in Texas and are within 60 miles of Westlaco. A dual-rostered player, whose primary club is MVVSC, is expected to attend MVVSC practices, games, tournaments, and other events when in conflict with the secondary club's practices, games, tournaments, and other events. No more than 3 players on one team can be dual-rostered. If the dual roster is between a MVVSC Select or Recreational team, the Select team is Primary and is an annual commitment.

Local Player Policy

As a general policy, MVVSC primarily relies upon players residing in The Mid Valley and players residing in the 60-mile radius ("Local Players"). MVVSC does not actively recruit or accept applications from players outside of this 60-mile radius (a "Non-Local Player") unless the Non-Local Player is:

- Committed to full participation in all club activities, or
- A particular competitive team is in need of additional players to provide a sufficient number of players to field a competitive team.

Players Participating in Multiple Sports

MVVSC is flexible with players who play multiple sports. MVVSC tries to work with the other sports schedules as much as possible but there must be good communication between the parents and the coaching staff on which practices and games that player will miss. MVVSC will not penalize players who play multiple sports, however, MVVSC encourages parents and players to honor the commitment to the selection process. Not all players make a team, therefore those that do accept a roster spot should be committed to team expectations.

CLUB COMMUNICATIONS AND PRIVACY

Communication is the cornerstone to ensure that MVVSC is and stays a successful organization. As issues, events, and opportunities arise, MVVSC will make every effort to communicate these to our members.

Communication Tools

The MVVSC website is the primary tool for advertising programs and disseminating information through postings and emails. MVVSC also utilizes online tools, social media and email and electronic newsletter communication.

Chain of Communication

Club members should begin by communicating with the team coach and commissioner. If additional attention is needed, members may convey their ideas or concerns via the appropriate chain of command as per the following MVVSC Organization chart. However, it is critical that coaches and the team commissioners communicate effectively with their teams to reduce avoidable demands upon the Executive Director and Board members.

Privacy and Identity Theft Protection

As a matter of conducting the business of the club, MVVSC utilizes 3rd party vendors for registration and electronic payment processing. It is critical that the club act to prevent the unauthorized disclosure of this information.

- The board will implement measures to ensure the physical and electronic security of records maintained by the club.
- The board will implement measures to secure the financial information from members from unauthorized access to a standard that is accepted throughout the industry.
- The board will use either an in-house shredding capability or a contract with an outside vendor for the shredding of all documents containing personal information.

Sale of Personal Information

MVYSC will never sell email databases or other contact information. However, we cannot be held responsible for our partners, including the United States Club Soccer (USCS) in this matter. We are required to provide information to our certifying organizations and they have their own such policies on these issues. Complaints about such releases of information should be communicated directly to the management of that organization with a copy to the MVYSC Executive Director.

RISK MANAGEMENT

All adults in positions of responsibility or direct contact with members of the MVYSC who are directly involved with the members of the MVYSC teams, including coaches, assistant coaches, referees, team commissioners, board members, MVYSC staff, etc. will complete a Risk Management form as provided by the United States Club Soccer (USCS) These forms must be filed as directed by the timetable released by the Director of Risk Management for the Mid Valley Youth Soccer Association. The form should be completed online during the registration process.

CONFLICT RESOLUTION AND DISCIPLINE

MVYSC is committed to promoting a healthy environment for all participants, including players, coaches, team and club officials, referees, parents and family members, and fans. Harassment, abuse of any kind, ethical violations, and unfair treatment shall not be tolerated.

- Any club member/parent having a grievance that he/she is unable to resolve by direct communication with the involved individuals satisfactorily should contact the next level of authority as per the MVYSC org chart posted on the Club webpage.

- If this does not result in a satisfactory resolution of the situation, the individual may request a hearing before the Board of Directors. The individual must submit a written request to the Board Secretary. The decision of the Board will be final.

Disciplinary Procedures

Regardless of the level of management (Coach, DOCS, ED, or Board) involved in resolving the incident, the following procedures shall be followed. Some instances may result in communication directly from the board where egregious offenses result in removal from the club.

Verbal Counseling

A minimum of two responsible management members (Coach, ED or member of Board) shall conduct a meeting with the party involved at which they will be notified that they are being placed on verbal notice and future allegations will result in additional action. The management members will maintain written documentation of the conversation for future reference if necessary.

Written Notice

Should a second actionable offense occur, the party in question will be provided written notice, outlining the results of the first meeting with the management members and notifying them of a second actionable offense. The written notice shall include:

- Nature of the problem.
- Action to be taken and consequences due to the infraction(s).

- Notification that if the behavior continues and another complaint is lodged, they will be asked to discontinue their relationship with MVYSC.

- Instructions for appealing the allegations and disciplinary actions to the Board of Directors, should the party in question feel they were unjustly accused or disciplinary actions were not warranted. Appeal notification should be in writing within two weeks of the written notice.

- A copy of the Written Notice shall be provided to the board.

Termination Notice

Upon receipt of a third actionable offense, the party involved will be asked to discontinue their relationship with MVYSC. Such notice will be provided in writing and include:

- Nature of the problem.
- Notification that the situation will be brought to the MVYSC board for review and the date and time of that review.
- Notification that the relationship with MVYSC is suspended pending the board's decision.
- Possible consequences that will be enforced.

Red Cards

Any MVYSC coach, player, member or family member who receives a red card or is ejected from any game will be subject to a one (1) game suspension for the next scheduled game. (This applies to both league and tournament games.) Anyone who receives two (2) red cards during the soccer calendar year will be subject to a three (3) game suspension for the next three (3) immediate scheduled games after the second red card is given. Anyone who receives three (3) red cards in a season will be subject to a disciplinary hearing and shall follow the procedures outlined in the "Termination Notice".

INCLEMENT WEATHER POLICY

Severe weather in our area that may involve the suspension or cancellation of a game, practice or other activity generally includes lightning, heavy rain, hail, tornadoes, and snow. All games and practices will be suspended upon sight of lightning.

(https://www.usyouthsoccer.org/news/lightning_safety_outdoors/)

USCS Guidelines: <https://usclubsoccer.org/healthandsafety/policy-statement-and-definitions-13-01/>

While these are the guidelines that referees, coaches and/or staff will follow in these severe weather conditions, it is important that each individual take responsibility for their own safety. All individuals should know and heed community warning systems and general rules of severe weather safety. Families are encouraged to have their own plan for severe weather regarding shelter and carpools from canceled games/practices and events.

Same-Day Cancellation of Games and Practices

MVYSC staff will make the decision to cancel activities at any fields MVYSC uses. Please check the MVYSC website's home page before you leave for the soccer fields. The Club or coach will try to provide information regarding cancellation as early as possible.

In Progress Suspension of Games

The referee will suspend the game if a warning of severe weather (severe thunderstorm, tornado, flash flood) is issued by the National Weather Service for the game field. Game officials will suspend the game if severe weather is sighted at the field. Game officials will suspend the game if lightning is detected within 10 miles (or closer) of the game field. Policies governing games which are suspended in progress:

- Go to your vehicles as quickly and orderly as possible. Follow your family's severe weather safety plan.
- After 30 minutes the referee will determine whether play will resume.
- If the referee determines that play cannot resume, you will be informed the game has been abandoned and you will be instructed to leave. Games that are abandoned within the first half of play will be rescheduled. If play is abandoned during the second half of play, the game will be considered played complete.

- A referee canceling a game due to inclement weather will report that decision to MVYSC within 24 hours of the event. Coaches whose games are canceled due to inclement weather are to follow the reschedule process.

INJURY POLICY

Please seek medical attention if an injury results in a player temporarily discontinuing their participation. MVYSC recommends the players follow the advice of their physician. A player shall not participate in any practice, training, or games without release by a licensed Medical Professional for severe injuries including concussions. Injured players are encouraged to continue to attend team events during their recovery. Please review the MVYSC Insurance policy.

Concussion Guidelines

As part of an overall strategy that aims to educate players, coaches, athletic trainers, and other personnel, guidelines are intended to minimize player risk for complications related to concussion, both short and long-term, and to maximize the length of playing time, both in-season and over a career. All coaches will complete the required concussion protocol training. Further compliance will be directed by state agencies including heading policies for younger players.

Anti-Bullying Policy Including Social Media POLICY

Bullying Definition

Bullying is the use of aggression with the intention of hurting another person. Bullying results in pain and distress to the victim. It is done to intimidate, coerce, control, embarrass, exclude, or instill fear. Bullying may be premeditated or unintentional, done as a group or as an individual.

Statement of Intent

Mid Valley Youth Soccer Club (MVYSC) is committed to providing a caring, friendly, and safe environment for all our members so they can participate in soccer. Bullying of any kind from any member of the game (Parent, Player, Coach, or Referee) is unacceptable. Any issues of bullying should be brought to the Coach or ED. Issues with ED should be brought to the MVYSC Board President. Discretion and sensitivity will be given to each individual case, but each case presented will be subject to an investigation.

Scope

- Any acts of bullying including physical, psychological, electronic, or otherwise, apply to all members of MVYSC
- Grievances involving coaching decisions for squad selection, playing time, and player positions are outside the scope of this policy and should be handled by only the ED.
- Players, Parents, Coaches, and Referees found to be bullying may face consequences but not limited to legal restitution for damages, and temporary or permanent suspension from participation in any club program.

SECTION IV – RECREATIONAL DIVISION POLICIES

OVERVIEW OF THE RECREATIONAL DIVISION

Our Recreational program is open to everyone from beginning players to older players who just enjoy the game. At the recreational level, everyone plays equally, and emphasis is placed on learning basic skills and nurturing the love of the game. In this program, we aspire to:

- Provide a positive environment for children to learn the game of soccer from NEST to U14
- Promote health, exercise, and good character through soccer
- Focus on player development that allows each player to reach his or her desired potential
- Represent the diversity of our area

N.E.S.T. PROGRAM

The N.E.S.T. (Nurture, Engage, Sensory, Teach) program is the Mid Valley Youth Soccer Club's introduction to soccer for our youngest players. This program is to get young players used to playing with a ball. There are no formal coaches that will coach a "structured game" because at this age everything on the field should be all about them and their ball. The players will be part of small groups playing games that are intended to get the players familiar with the ball.

- For those children who are 3, 4, or 5 years of age. (U5 & U6)

RECREATIONAL PROGRAM (REC)

This program is designed for children aged between 6-13 years of age with seasons being offered in the fall and spring of the calendar year. (U8-U12/13)

TEAM FORMATION & NUMBERS

Teams

All players on a team MUST be properly registered with the MVVSC. Identical team names shall not be used for more than one (1) team in the same age division. A player who meets the age, registration and assignment requirements in these club rules is considered an eligible player if playing on the team to which he/she is assigned. The team formation process will be random in nature.

Number of Players

- In the U12/13, the desired number of players per team shall be 12.
- In the U10, the desired number of players per team shall be 12.
- In the U8, the desired number of players per team shall be 10.

Team Formation and Player Assignment

Returning Player – All players who played the previous season AND who register during open registration will be guaranteed placement back onto their teams provided there are enough players to form a team and someone is eligible and volunteers to coach the team. Any player registering thereafter potentially forfeits their team placement.

New Player – Players who did not participate during the previous season are considered new players and will be assigned accordingly to the player pool.

Player Request - Players will be assigned to Recreational teams at the discretion of MVVSC. Special requests to play with a specific team or child will be taken into consideration, but we cannot guarantee these requests will be granted.

Random Placement Process

Players shall be placed by randomly from the player pool and not based on players' identity, preferences, ability, team desires, etc.

Player Assignment: A player (with no team) will be assigned to teams randomly based on a combination of variables, such as: the neighborhood school the player attends or area where they reside, the availability of coaches, vacancies on teams and the registration date/time. Players registered during open registration are considered on time. A registration is late if received after the open registration period. Those players whose registrations are late will be assigned to teams in the sequence of when their online registration was received. There is no advantage or preference given to parents who register weeks in advance of the final day of open registration.

Teams will be formed each season for U8-U14 will be formed each season from players in the pool by the following methods:

- U5 & U6 – Random placement club wide
- U8 through U12/13 – Random placement club wide

Registrar

The Registrar(s) shall direct the placement of players on teams.

Placement Procedure

1. After registration, the registrar shall determine the continuity of existing teams.
2. Based on the number of players in the player pool and the number of spaces available on existing teams, the registrar will determine how many teams are required. The registrar will determine specifically how many players are required for each team. The teams shall be formed with numbers as close to the same size as possible while keeping within the age divisions specified.
3. Special players shall be placed first, such as coaches' children, assistant coaches, and team admin.
4. The registrar shall place those and remaining players in the player pool on teams to the appropriate brackets by age.

RULES OF PLAY

Affiliation and Unaffiliated Play

No team shall participate in games or tournaments against teams unaffiliated with MVVSC. No team shall have unregistered players. Every player on every team shall be a member of this Club.

General

The rules of play shall be the Laws of the Game as published by FIFA, except those modified for the benefit of youth soccer by the United States Soccer Federation (USSF), United States Club Soccer (USCS), and /or as specified herein.

Playing Time

- U5 players will play in NEST.
- All recreational players will play at least 50% of each game
- Parents must be notified of disciplinary action of players prior to the game which will result in limits to playing time. (Conduct and attendance issues)

Field and Ball Size, Duration of Games

All regularly scheduled games shall be played in two equal periods. The U6 and U8 divisions are the only exceptions to this rule. Teams in the U6 and U8 divisions will take quarter breaks. There will be a ten-minute half-time intermission, maximum, for all age divisions U10 and above. Field and ball sizes will be as follows:

- NEST Division: (3-6 age group) 4 quarters of 6 minutes each, play on a modified-sized field; use a size 3 ball.
- Under 8 Division: (7-8 age group) 2 halves of 25 minutes; play on a modified-sized field; use a size 4 ball.

- Under 10 Division: (9-10 age group) 2 halves of 25 minutes; play on a modified-sized field; use a size 4 ball.

- Under 12/13 Division: (11-12 age group) 2 halves of 30 minutes; play on 3/4 to full-sized field; use size 4 ball. The game will count for record if more than 8 minutes of the 2nd half have been played before an early termination.

All age groups will have half-time breaks of at least five minutes to ten minutes (based on division). The referee has the final decision on shortening the half-time break. In cases where it appears likely prior to the start of a game that a regulation-length game will not be played (due to threatening weather, late start, approaching darkness, etc.) the referee may implement "shortened half" rules which would modify game times as follows:

- U5: 4-minute quarters
- U6: 4-minute quarters
- U8: 25-minute halves
- U10: 25-minute halves
- U12/13: 30-minute halves

Uniforms for Recreational Players

The Mid Valley Youth Soccer Club will provide access to Uniforms. Players will be required to purchase the club-approved uniform package which is included in the registration fee. Jerseys are expected to last two seasons. Players who lose or outgrow their uniforms will be expected to pay for replacement jerseys.

Required Uniform/Equipment for Recreational Player

- All new players are required to purchase a uniform to play with the assigned team.
- Shin Guards (Must be worn for all practices and games for safety purposes.)
- Soccer Cleats

Recommended Uniform/Equipment for Recreational Players

- Any color soccer socks for practice
- Age-appropriate size soccer ball

Player Equipment

Players will be allowed on the field provided they satisfy the following criteria:

- Proper uniform (t-shirts tucked in during play)
- Shin guards covered by socks
- No jewelry may be worn.

- Soft headbands or hair ties only
- Properly padded casts and splints must be approved by the League Director

GAME PROCEDURES

Duties of the Teams

Each team must be available for presentation (U8+), upon request by the referee or opposing coach/manager, a completed and valid team player card to be utilized as confirmation of player eligibility. Each player shall, in turn, present himself/herself for inspection by the referee, and the opposing coach/manager if requested.

Irregularities of player eligibility and any other potential cause for protest shall be brought to the attention of the opponent and the referee and, if resolved prior to the start of the game, shall not be cause for protest.

Duties of the Referee (U8+)

The referee will be in complete charge of the players, team officials, and playing grounds from the time he enters the field of play until he leaves the field of play. He shall determine the fitness of the field and, in consultation with the coach/manager of the home team shall satisfy himself that the rules of use of the playing surface set forth by the field owner are not violated. The referee is required to summon each team, in turn, to inspect each player. The referee will sign Referee's Cards signifying his inspection of the player's persons. If a game is being played under protest, the referee shall so indicate on the Referee's Card. Prior to the start of the game, the referee shall decide whether to utilize volunteer linespersons and if he decides to do so, shall instruct the line persons on their duties.

The referee shall complete each Referee's Card to report the outcome of the game and any other reportable specifics. Instances of misconduct or another incident may require a separate letter as an addendum to the Referee's Card. All instances of player caution (yellow card) ejection (red card), and coach ejection shall be noted on the Referee's Card and circumstances reported immediately following the game to the ED.

Coaches

The Club Admin, Registrar, and ED are responsible for enlisting recreational coaches. The ED is responsible for all coach actions. The coach may obtain the required parent volunteers as follows: (see Risk Management Policy)

Assistant coaches.

- Team parent volunteers to assist in coordinating activities of the team such as:
 - Treats (schedule and remind)
 - Team schedules
 - Pictures (take orders on team photos)

Team Equipment

Coaches are given equipment at the start of each season year. New Team equipment kits will be provided in spring for newly created teams. Contact the League Director for details. The Equipment is the property of that given Coach/Team. Exchanges can be made with the equipment commissioner at time of pickup.

GAMES AND EVENTS

Games shall be scheduled by the Club Scheduler. Revised schedules shall be approved by the League Director. Scheduler prior to being distributed. Games will be scheduled according to the following procedures:

Game Brackets and Scheduling

- Schedules will be released at minimum 1 week before the start of the season.
- The Mid Valley Youth Soccer Club Scheduler makes field assignments for club play.

Game Cancellation and Postponement

Cancellation or postponement of scheduled games will be considered due to any of the following criteria:

- Any weather conditions that staff or the game referee determines may threaten the player's safety or be hazardous to the preservation of the playing field.
- In the event a team is unable to field a team due to a scheduled school activity that is approved by the scheduler.
- The assigned referee or game official may call the game at any point immediately prior to or during the game.

NON-RECREATIONAL PLAYING TIME POLICY

Draft Teams

Draft Teams within the Mid Valley Youth Soccer Club is an inclusive environment. For players to be able to develop the skill sets provided in the training, it is imperative that players can develop in the game setting.

Players are not all guaranteed equal playing time but will play at least 1/3 of each game. Coaches understand that players need the game time to show and develop what has been learned over the course of the training cycles.

Select Program

Playing time is not guaranteed. However, our primary goal is player development. The coaching staff will make every effort to enhance a player's confidence and development by giving players an appropriate opportunity to play. Playing time for tournaments will not be guaranteed.

TRAVEL AND TOURNAMENTS

All Mid Valley Youth Soccer Club Draft and Select teams' travel and tournaments shall be established by the ED. All Mid Valley Youth Soccer Club Draft and Select teams will participate in tournaments as an organization in sanctioned tournaments that are approved. No team or group of teams will travel outside of those approved tournaments and/or select their own rosters to attend a tournament outside of the approved tournament listing without approval from the Head Coach and Director of Coaching.

TRAINING FACILITIES

To ensure adequate training facilities are available to all teams, the following policies have been established. All Mid Valley Youth Soccer Club teams will train outdoors at the Westlaco North City Park.

- Mid Valley Youth Soccer Club shall reserve and assign space based on a training schedule, size of teams, and age of the team.

- Any coach or team that would like additional space shall coordinate the reservation. Any expenses for the additional space shall be charged to the team.

- Additional time beyond advertised winter training dates is reserved at the MYYSC rate and is an additional fee to teams/players. This includes outdoor weather cancellations.

UNIFORM POLICY

MYYSC will be affiliated with a set athletic brand contract and will abide by the contracted agreement. There shall not be unapproved modifications, additions, or sponsor logos allowed to player uniforms, warm-ups, training shirts, coaches' gear, or equipment throughout all Mid Valley Youth Soccer Club divisions. In addition, teams may not produce team-specific gear. The Mid Valley Youth Soccer Club is a professional organization and players, coaches, and staff will represent the club, not as individual teams. The Board of Directors has the sole authority to approve uniform branding. Any Mid Valley Youth Soccer Club team found in violation is subject to review. All uniforms with unapproved alterations may be replaced, at the cost of the team, before the team can compete again.

UNIFORMS

The Mid Valley Youth Soccer Club has a signed, exclusive, agreement with certain vendors. Player uniforms, training gear, coach's gear, and equipment must be ordered from the current vendor. All uniforms will be ordered through the Club vendor.

Select/Draft Program

The uniform cost for the Select Division is separate from club fees and the responsibility of the player to have prior to the first game. Uniforms have a two-year cycle. The required kit will be determined and communicated at the team offer for parents to make an informed decision.

Numbering System

The Mid Valley Youth Soccer Club will assign player numbers.

SECTION VI – FUNDRAISING & SPONSORSHIP POLICIES OVERVIEW

As a 501(c)3 organization, the Mid Valley Youth Soccer Club (MVVSC) may solicit and promote ways for the organization to secure donations from sponsors and other fundraising sources for the following purposes:

- To manage club operating expenses
- To enhance team budgets
- As a means to fund capital improvements and development

DONATION PROCESSING

All revenues from donations obtained by members, staff, community at large and board members will be received by the Treasurer and deposited into the general fund with appropriate distribution based on restrictions. Both cash and in-kind donations will be receipted based on IRS Guidelines.

FUNDRAISING & SPONSORSHIP COMMITTEE

MVVSC will establish a Fundraising committee comprised of MVVSC Board members and the Executive Director

- All Fundraising and Sponsorship Programs must be conducted in cooperation and approval of the Board of Directors.
- No member of the committee will receive any compensation for his or her role in the committee.
- The committee reserves the right to deny any sponsorship upon evaluation.

CLUB FUNDRAISING

Approach

MVVSC club level(s) fundraising efforts may benefit both the club's annual operating budget and provide for some contribution back to team budgets. The committee will determine, based on the specific fundraising activity, how much if any of the net proceeds will be returned to team budgets. All revenues from club-level fundraising obtained by the committee will be received by Club Admin staff and deposited into the general fund with appropriate team distribution to follow.

Approvals

The fundraising committee must approve all fundraisers including that of all teams, prior to authorization or commencement.

Failure to receive approval may result event cancellation and in extreme cases, forfeiture of the proceeds to the Club's general fund. Special Events: A "Special Event" is defined as: A club-wide activity that requires retail patronage in return for a rebate based on sales volume. Example: DICK'S Sporting Goods Day. No team may plan or execute a Special Event without prior approval.

TEAM FUNDRAISING

Each team may participate in fundraising activities pending approval from the committee and or the MVVSC Board.

Participation

If a team chooses to participate in a team fundraising activity, each player will be expected to participate in the event. Players may be excused from events only if they "opt out" of the fundraiser by contributing the equal value of the net financial benefit to the team prior to the fundraiser beginning.

Distribution of Funds

Any monies raised by the team for the team must be evenly distributed to all roster players up to the full amount of the dollars raised. Any dollars raised above the team budget will be returned to the club general fund and not applied to individual accounts.

Each team is responsible for managing its own monies raised for future expenses. No refunds will be made back to individuals from the club or from the team account.

Notice: No Utilization of logos, marks or otherwise using the Club name will be permitted without permission by the fundraising committee.

SECTION VII – TOURNAMENT POLICIES

OVERVIEW

Hosted and Sponsored Tournaments, clinics, camp or special events provided by Mid Valley Youth Soccer Club are organized by the club. Any and all information, rules, policies, housing etc. are handled by the Tournament Director and/or the DOC of that give event. Any and all information, rules, policies, etc. are handled by the DOC and/or person assigned for that given event. See webpage for more information on given event.

SECTION VIII – REFEREE POLICIES

OVERVIEW

As regulations and rules change, please reference fifa.com for more information on current referee policies.



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-98	
From: Albert Aldana			
Subject: Discussion and consideration to award a contract for RFB #2024-25-08 Concrete Works for Various Projects to the most advantageous bidder. (Staffed by Engineering Department.)			
Background: See attached memo.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
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):			
Albert Aldana		Created/Initiated	
Albert Aldana		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 01-30-25CC_RFB2024-25-08 Award, Bid Tabulation_RFB#2024-25-08, Resume for City of Weslaco, vomero_2025-01-30-15-57-17_reference letter			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

DATE: January 30, 2025

TO: Mayor Adrian Gonzalez, Commissioners,
City Manager Martin Garza

FROM: Albert J. Aldana, P.E.

RE: **RFB #2024-25-08 CONCRETE WORKS AT VARIOUS LOCATIONS**

Eight responses were received for the subject RFB which was due on January 14, 2025, at 10:00 AM.

The attached bid tabulation sheet shows each of the bidders and their tabulated bid amounts. The lowest bid was submitted by 3E Logistics of Texas, LLC out of Edinburg, Texas with a bid amount of \$108,200.00.

3E Logistics of Texas has over 30 years of construction experience. The company has worked for City of McAllen, City of Edinburg, Hidalgo County Drainage District #1, and the City of South Padre Island. They have completed concrete works project that included curb and gutter, sidewalks, curb ramps, and valley gutters. See the attached Resume.

Staff recommends that RFB #2024-25-08 be awarded to 3E Logistics of Texas, LLC.

Please let me know if you have any questions or need further information.

Kind regards,

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

Attachment: Bid Tabulation
Resume

Kind regards,

A handwritten signature in blue ink, appearing to read 'Jedana', written in a cursive style with a horizontal line extending from the end.



CONCRETE WORKS FOR VARIOUS PROJECTS
RFB 2024-25-08
BID TABULATION

TABULATION RFB #2024-25-08 CONCRETE WORKS FOR VARIOUS PROJECTS				2G\$		3B5 Builders		3E Logistics		8/A Builders		A&R Multi-Services		Carillo Contractors		Celso Gonzalez Construction		Element Developers	
ITEM	ITEM DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM NO				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
104	REMOVE CONCRETE	SY	100	\$30.00	\$3,000.00	\$27.00	\$2,700.00	\$8.00	\$800.00	\$65.00	\$6,500.00	\$36.00	\$3,600.00	\$65.00	\$6,500.00	\$19.00	\$1,900.00	\$30.00	\$3,000.00
104	REMOVE CURB & GUTTER	LF	100	\$11.00	\$1,100.00	\$7.00	\$700.00	\$6.00	\$600.00	\$45.00	\$4,500.00	\$9.00	\$900.00	\$33.00	\$3,300.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00
500	MOBILIZATION	LS	1	\$22,000.00	\$22,000.00	\$950.00	\$950.00	\$1,500.00	\$1,500.00	\$25,000.00	\$25,000.00	\$800.00	\$800.00	\$2,000.00	\$2,000.00	\$1,850.00	\$1,850.00	\$2,500.00	\$2,500.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	\$6,000.00	\$6,000.00	\$1,250.00	\$1,250.00	\$2,000.00	\$2,000.00	\$40,000.00	\$40,000.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,550.00	\$1,550.00	\$4,000.00	\$4,000.00
506	TEMPORARY EROSION, SEDIMENTATION, & ENVIRONMENTAL CONTROLS	LS	1	\$14,000.00	\$14,000.00	\$500.00	\$500.00	\$600.00	\$600.00	\$4,000.00	\$4,000.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$950.00	\$950.00	\$1,000.00	\$1,000.00
529	CONCRETE CURB & GUTTER (18")	LF	100	\$34.00	\$3,400.00	\$15.10	\$1,510.00	\$30.00	\$3,000.00	\$140.00	\$14,000.00	\$18.00	\$1,800.00	\$56.00	\$5,600.00	\$15.50	\$1,450.00	\$35.00	\$3,500.00
529	6" CONCRETE CURB	LF	100	\$34.00	\$3,400.00	\$7.50	\$750.00	\$20.00	\$2,000.00	\$120.00	\$12,000.00	\$10.00	\$1,000.00	\$28.00	\$28,000.00	\$7.00	\$700.00	\$25.00	\$2,500.00
529	12" CONCRETE GUTTER	LF	100	\$34.00	\$3,400.00	\$14.80	\$1,480.00	\$12.00	\$1,200.00	\$100.00	\$10,000.00	\$12.00	\$1,200.00	\$40.00	\$4,000.00	\$12.00	\$1,200.00	\$30.00	\$3,000.00
529	6' VALLEY GUTTER	SY	100	\$110.00	\$11,000.00	\$82.50	\$8,250.00	\$70.00	\$7,000.00	\$130.00	\$13,000.00	\$80.00	\$8,000.00	\$55.00	\$5,500.00	\$99.00	\$9,900.00	\$75.00	\$7,500.00
530	DRIVEWAYS	SY	100	\$110.00	\$11,000.00	\$85.80	\$8,580.00	\$70.00	\$7,000.00	\$150.00	\$15,000.00	\$82.00	\$8,200.00	\$75.00	\$7,500.00	\$99.00	\$9,900.00	\$70.00	\$7,000.00
531	5' CONCRETE SIDEWALK (4")	SY	100	\$84.00	\$8,400.00	\$68.60	\$6,860.00	\$40.00	\$4,000.00	\$145.00	\$14,500.00	\$63.00	\$6,300.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00	\$70.00	\$7,000.00
530	5' SIDEWALK (SPECIAL) WITH 2' RETAINING WALL	SY	50	\$185.00	\$9,250.00	\$122.20	\$6,110.00	\$150.00	\$7,500.00	\$80.00	\$4,000.00	\$110.00	\$5,500.00	\$105.00	\$5,250.00	\$85.00	\$4,250.00	\$90.00	\$4,500.00
531	PEDESTRIAN CURB RAMP (TY 1)	EA	10	\$2,900.00	\$29,000.00	\$950.00	\$9,500.00	\$1,000.00	\$10,000.00	\$900.00	\$9,000.00	\$900.00	\$9,000.00	\$1,500.00	\$15,000.00	\$1,050.00	\$10,500.00	\$1,800.00	\$18,000.00
531	PERPENDICULAR CURB RAMP (TY 2)	EA	10	\$2,900.00	\$29,000.00	\$1,900.00	\$19,000.00	\$1,250.00	\$12,500.00	\$800.00	\$8,000.00	\$1,500.00	\$15,000.00	\$2,000.00	\$20,000.00	\$1,225.00	\$12,250.00	\$1,800.00	\$18,000.00
531	PEDESTRIAN CURB RAMP (TY5)	EA	10	\$3,900.00	\$39,000.00	\$2,400.00	\$24,000.00	\$1,250.00	\$12,500.00	\$700.00	\$7,000.00	\$2,000.00	\$20,000.00	\$2,500.00	\$25,000.00	\$1,225.00	\$12,250.00	\$1,800.00	\$18,000.00
531	PEDESTRIAN CURB RAMP (TY 6)	EA	10	\$2,900.00	\$29,000.00	\$1,350.00	\$13,500.00	\$1,000.00	\$10,000.00	\$600.00	\$6,000.00	\$1,250.00	\$12,500.00	\$2,500.00	\$25,000.00	\$1,225.00	\$12,250.00	\$1,800.00	\$18,000.00
531	PEDESTRIAN CURB RAMP (TY 7)	EA	10	\$2,900.00	\$29,000.00	\$1,350.00	\$13,500.00	\$1,000.00	\$10,000.00	\$500.00	\$5,000.00	\$1,250.00	\$12,500.00	\$2,500.00	\$25,000.00	\$1,050.00	\$10,500.00	\$1,800.00	\$18,000.00
531	PEDESTRIAN CURB RAMP (TY 8)	EA	10	\$3,900.00	\$39,000.00	\$1,550.00	\$15,500.00	\$1,000.00	\$10,000.00	\$400.00	\$4,000.00	\$1,250.00	\$12,500.00	\$2,500.00	\$25,000.00	\$1,100.00	\$11,000.00	\$1,800.00	\$18,000.00
644	RELOCATE ROADWAY SIGN	EA	10	\$900.00	\$9,000.00	\$756.00	\$7,560.00	\$400.00	\$4,000.00	\$600.00	\$6,000.00	\$600.00	\$6,000.00	\$750.00	\$7,500.00	\$145.00	\$1,450.00	\$250.00	\$2,500.00
	RELOCATE MAILBOX	EA	10	\$400.00	\$4,000.00	\$600.00	\$6,000.00	\$200.00	\$2,000.00	\$600.00	\$6,000.00	\$600.00	\$6,000.00	\$500.00	\$5,000.00	\$200.00	\$2,000.00	\$250.00	\$2,500.00
GRAND TOTAL				\$302,950.00		\$148,200.00		\$108,200.00		\$213,500.00		\$132,750.00		* \$224,650.00		\$113,850.00		\$159,500.00	
				HIGHEST				LOWEST				3RD LOWEST				2ND LOWEST			

* CARILLO CONSTRUCTION HAD A DISCREPANCY IN THE BID AMOUNT. ITEM TOTALS ARE \$224,650.00 AND NOT \$199,450.00 AS INDICATED IN THE BID.

3 E LOGISTICS OF TX, LLC

PURPOSE & STANDARDS

It is our mission to provide premiere construction services to the community of the Rio Grande Valley including site work, utilities and concrete works.

3 E Logistics of Tx, LLC strives to be a leader in the construction field by possessing the following standards.

- The Company shall be well organized, structured for growth, and adaptive to change.
- Employees should be provided with the best possible opportunities to use their skills and talents.
- Owners should receive quality work, constructed with a high degree of professionalism.
- Subcontractors and Suppliers should be treated as partners, with fairness and respect, while being required to perform the same standards as those of 3E Logistics of Tx, LLC.

SCOPE OF WORK

3 E Logistics of Tx, LLC strives to be a leader in the construction field by maintaining expertise in the following areas.

- Sitework
- Utilities
- Asphalt Paving
- Concrete Works
- Striping
- Thermoplastic Pavement Markings
- Installation of Signage
- Demolition
- Material Hauling

EXPERIENCE

ANZALDUAS U.S LAND PORT OF ENTRY- \$2,100,000.00

OWNER: CITY OF MCALLEN

Contractor: D.Wilson Construction

Scope of Work: Foundation Pads 150,000 SF with 90,000 CY Of Select Fill, 800,000 SF of Geo Grid, Concrete Works

HCDD1 SOUTH MAIN DRAINAGE- \$5,150,000.00

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT 1

Contractor: ECON GROUP, LLC

Scope of Work: Sitework, Concrete Works, Excavation and Hauling of 951,000 CY of existing drainage canal, Shaping and grading to proposed grade, Installation of Drainage Pipe and Inlet Boxes

NORTHWEST BLUELINE REGIONAL DETENTION CENTER-\$1,242,348.00

OWNER: CITY OF MCALLEN

Contractor: ECON GROUP, LLC

Scope of Work: Excavation and Hauling of 91,000 CY of Existing Drainage Canal, Shaping and Grading Proposed Grade, Installation of Drainage Pipe and Inlet Boxes, Concrete Canastas

ALAMO EXPRESSWAY DRAIN PHASE II-\$700,719.91

OWNER: HIDALGO COUNTY DRAINAGE DISTRICT 1

Contractor: 3E LOGISTICS OF TX, LLC

Scope of Work: Excavation and Hauling of 38,000 CY of Existing Drainage Canal, Shaping and Grading Proposed Grade, Installation of Drainage Pipe and Inlet Boxes, Concrete Canastas

BRENAALEEN CEDAR DRAINAGE IMPROVEMENTS-\$780,596.66

OWNER: CITY OF EDINBURG

Contractor: 3E LOGISTICS OF TX, LLC

Scope of Work: Excavation and Hauling of 21,700 CY of Existing Drainage Canal, Shaping and Grading Proposed Grade, Installation of Drainage Pipe and Inlet Boxes, Concrete Works

TRENTON PLAZA- \$1,150,000.00

OWNER: ORIGO WORKS

Contractor: 3E LOGISTICS OF TX, LLC

Scope of Work: Site, Utilities, Asphalt Paving, Concrete Works (Remove Sidewalks, Remove Concrete Driveway, Remove and Replace Curb and Gutter, New Installation of Sidewalks, Remove and Replace Valley Gutter, Remove and Replace Sidewalks

RESACA VILLAGE- \$750,000.00

OWNER: ORIGO WORKS

Contractor: 3E LOGISTICS OF TX, LLC

Scope of Work- Site, Utilities, Asphalt Paving, Concrete Works (Remove Sidewalks, Remove Concrete Driveway, Remove and Replace Curb and Gutter, New Installation of Sidewalks, Remove and Replace Valley Gutter, Remove and Replace Sidewalks

**LAGUNA BOULEVARD STREET AND DRAINAGE IMPROVEMENTS PUNCHLIST-
\$353,684.28**

OWNER: City of South Padre Island, Texas

CONTRACTOR- 3E LOGISTICS OF TX, LLC

Scope of Work: Concrete Works (Remove Sidewalks, Remove Concrete Driveway, Remove and Replace Curb and Gutter, New Installation of Sidewalks, Remove and Replace Valley Gutter, Remove and Replace Sidewalks

CITY OF EDINBURG ANNUAL CONCRETE SERVICE (Awarded 2 Years in a Row)

OWNER: City of Edinburg, Texas

CONTRACTOR: 3E LOGISTICS OF TX, LLC

Scope of Work: Scope of Work: Concrete Works (Remove Sidewalks, Remove Concrete Driveway, Remove and Replace Curb and Gutter, New Installation of Sidewalks, Remove and Replace Valley Gutter, Remove and Replace Sidewalks

REFERENCES

ERNEST TREVINO

PROJECT MANAGER/ LEAD ESTIMATOR

D.WILSON CONSTRUCTION

956-686-9573

GILBERT ENRIQUEZ

PRESIDENT, GENERAL CONTRACTOR

ECON GROUP, INC.

956-259-8005

CESAR BARRERA

PROJECT MANAGER

ORIGO WORKS

787-463-4350

VINCENT ROMERO

DIRECTOR OF PUBLIC WORKS

CITY OF EDINBURG, TEXAS

(956)388-8210



To Whom It May Concern:

I am pleased to provide this letter of reference for 3E Logistics of Edinburg Tx, LLC who has been providing services for the City of Edinburg for the last FY 23-24. Throughout this period, they have consistently demonstrated professionalism, reliability, and a commitment to quality workmanship. Due to their excellent performance we have decided to extend their contract for one more year. 3E Logistics of Tx, LLC delivers quality work and has been a pleasure to work with.

3E Logistics has been responsible for various concrete work such as Sidewalks, Curb & Gutters, Valley Gutters, and Concrete flat work. Their team has met project deadlines and ADA requirements for sidewalks and ADA ramps.

Based on our positive experience, I would confidently recommend 3E Logistics for similar projects. Please feel free to contact me at if you require any further information.

Vincent Romero
Director of Public Works

✉: vromero@cityofedinburg.com

☎: (956) 388-8210

🌐: cityofedinburg.com

📍: 1201 N Doolittle Rd, Edinburg, TX 78539



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-32	
From: David Arce			
Subject: Discussion and consideration to continue with the routing software service with HGAC vendor Routeware Inc. for 13 solid waste collection units. (Staffed by Public Works Department.)			
Background: I am requesting your approval for the invoices for the Routeware software used by our solid waste trucks. The City entered into a 3-year contract with Routeware in 2021, which expired in September 2024. Unfortunately, due to staff oversight, the contract auto-renewed, and we are now facing an increase that staff does not agree with.			
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 Rosalinda Cavazos Xavier Salinas Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2025 Routeware Invoice Approval, Routeware Invoice Q4 2024, Routeware Invoice Q1 2025			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: February 4, 2025

To: City Commission

From: David Arce, Public Works Director

Subject: ROUTEWARE SOFTWARE SYSTEM

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

I am requesting your approval for the invoices for the Routeware software used by our solid waste trucks. The City entered into a 3-year contract with Routeware in 2021, which expired in September 2024. Unfortunately, due to staff oversight, the contract auto-renewed, and we are now facing an increase that staff does not agree with.

Staff is requesting approval to pay the remaining contract balance while also sending a 90-day notice to Routeware indicating that we will not be renewing the service. We will be requesting authorization to solicit bids for routing software in an upcoming meeting to meet the City's needs for FY 2026 and beyond. The software is essential for controlling missed pickups and streamlining the routes for staff, but it must remain within a reasonable price range.

I respectfully ask for your approval to proceed with the payments, and the notice to cancel service.



Routeware Companies

REMITTANCE (EFT PREFERRED): accountsreceivable@routeware.com | PO Box 676074, Dallas, TX 75267-6074

We'd like to introduce our new Customer Portal, where you can download invoices and make payments!

It can be found here: [Register / Pay Now](#)

FOR USD CUSTOMERS:

Bank: PNC Bank, N.A.
Bank Address: 2 Tower Center
Blvd, East Brunswick, NJ 08816
Acct Title: Routeware, Inc.
Account #: 8026456977
Routing #: 031207607

FOR CAD CUSTOMERS:

Bank: PNC Canada Branch
Bank Address: 130 King West Suite 2140,
Toronto ON M5X 1E4
Account Title: Routeware Canada, Inc.
Account #: 7900015824
Bank & Transit #: 365, 00790
GST/HST no. 81978 8480 RT0001

Invoice

Invoice #: INV-034543

Invoice Date: 08/14/2024

BILL TO

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

SHIP TO

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

CUSTOMER PO	CUSTOMER NO.	TRACKING NUMBER	SHIP VIA	TERMS	DUE DATE
2024 Q4 Support	C001378			Net 45	09/30/2024

DESCRIPTION	QTY	U/M	UNIT COST	AMOUNT
Cloud Hosting 1 units x \$712 per unit, per month	1	Each	\$2,136.0000000000	\$2,136.00
Monthly Service Fee 13 units x \$177.01 per unit, per month	13	Each	\$531.0300000000	\$6,903.39
Auto Pickup System Fee 13 units x \$23.76 per unit, per month	13	Each	\$71.2800000000	\$926.64
Picture Service Fee 13 units x \$53.46 per unit, per month	13	Each	\$160.3800000000	\$2,084.94
Cellular Data Charge (RD) 13 units x \$15 per unit, per month	13	Each	\$45.000000	\$585.00
RouteMaker Subscription 1 units x \$592 per unit, per month	1	Each	\$1,776.0000000000	\$1,776.00
EasyRoute Subscription 1 units x \$2153 per unit, per month	1	Each	\$6,459.0000000000	\$6,459.00
HERE Road Network Renewal 1 units x \$43.7 per unit, per month	1	Each	\$131.1000000000	\$131.10
Subtotal				\$21,002.07
SHIPPING				\$0.00
SHIPPING (RMA)				\$0.00
TAX				\$0.00
VAT				\$0.00
VAT-nr				\$0.00
Total				\$21,002.07

PLEASE NOTE: To the extent you do not have a currently effective written contract for services with a Routeware company, by paying this invoice, you agree that the terms and conditions found at <https://routeware.com/Clients/> will apply to and govern the services provided to you by Routeware, and therefore, will affect your legal rights and obligations. However, if you have a currently effective written contract for services with a Routeware company, the terms and conditions of your written contract will continue to apply as provided in such contract. As determined appropriate by Routeware, payments that do not reference a specific invoice will be applied to the oldest outstanding invoice.

Customers with a balance 30+ days past due are subject to support hold.
Overdue amounts are subject to late payment charge of 1.5% per month.

All returns are subject to a 15% restocking charge.
Fees may be occasionally increased to align with inflation and cost increases.



Routeware Companies

PAYMENTS APPLIED	\$0.00
REMAINING DUE	\$21,002.07 USD

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Routeware Companies

REMITTANCE (EFT PREFERRED): accountsreceivable@routeware.com | PO Box 676074, Dallas, TX 75267-6074

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FOR USD CUSTOMERS:

Bank: PNC Bank, N.A.
Bank Address: 2 Tower Center
Blvd, East Brunswick, NJ 08816
Acct Title: Routeware, Inc.
Account #: 8026456977
Routing #: 031207607

FOR CAD CUSTOMERS:

Bank: PNC Canada Branch
Bank Address: 130 King West Suite 2140,
Toronto ON M5X 1E4
Account Title: Routeware Canada, Inc.
Account #: 7900015824
Bank & Transit #: 365, 00790
GST/HST no. 81978 8480 RT0001

Invoice

Invoice #: CI-1000071

Invoice Date: 01/27/2025

BILL TO

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

SHIP TO

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

CUSTOMER PO	CUSTOMER NO.	TRACKING NUMBER	REFERENCE	TERMS	DUE DATE
	C001378		Q1 2025 Support	Net 30	02/26/2025

DESCRIPTION	QTY	U/M	UNIT COST	AMOUNT
EasyRoute Subscription 01/01/2025 - 03/31/2025	1	Each	\$2497.48	\$7,492.44
Monthly Service Fee 01/01/2025 - 03/31/2025	11	Each	\$210.64	\$6,951.18
Cloud Hosting 01/01/2025 - 03/31/2025	1	Each	\$847.28	\$2,541.84
RouteMaker Subscription 01/01/2025 - 03/31/2025	1	Each	\$704.48	\$2,113.44
Picture Service Fee 01/01/2025 - 03/31/2025	11	Each	\$63.62	\$2,099.37
Monthly Service Fee 01/01/2025 - 03/31/2025	2	Each	\$210.64	\$1,263.85

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Routeware Companies

Auto Pickup System Fee 01/01/2025 - 03/31/2025	11	Each	\$28.27	\$933.06
Cellular Data Charge (RD) 01/01/2025 - 03/31/2025	11	Each	\$17.85	\$589.05
Picture Service Fee 01/01/2025 - 03/31/2025	2	Each	\$63.62	\$381.70
Auto Pickup System Fee 01/01/2025 - 03/31/2025	2	Each	\$28.27	\$169.65
4664 HERE Road Network Renewal 01/01/2025 - 03/31/2025	1	Each	\$50.69	\$152.08
Cellular Data Charge (RD) 01/01/2025 - 03/31/2025	2	Each	\$17.85	\$107.10
			Subtotal	\$24,794.76
			TAX	\$0.00
			SHIPPING	\$0.00
			SHIPPING (RMA)	\$0.00
			VAT	\$0.00
			VAT-nr	\$0.00
			Total	\$24,794.76
			PAYMENTS APPLIED	\$0.00
			REMAINING DUE	\$24,794.76 USD

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Customers with a balance 30+ days past due are subject to support hold.
Overdue amounts are subject to late payment charge of 1.5% per month.

All returns are subject to a 15% restocking charge.
Fees may be occasionally increased to align with inflation and cost increases.



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-119	
From: David Arce			
Subject: Discussion and consideration on final reading of Ordinance 2024-37 to amend Chapter 62 of the Code of Ordinances codified as Garbage, Trash, and Rubbish to establish the Voluntary Recycling Curbside Program. Final reading of Ordinance 2024-37. (There was no action January 21, 2025;staffed by Public Works Department.)			
Background: After collaborating with the Recycle Committee, we are making significant progress toward launching the voluntary curbside recycling program. As part of this initiative, an ordinance has been established to set a monthly fee of \$5.00 per bin. Additionally, penalties have been introduced to prevent the misuse of recycling bins and ensure proper waste disposal.			
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 David Arce Rosalinda Cavazos NORMA CANTU Xavier Salinas Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2025 Recycle Curbside 2nd Reading, O2024-37 Voluntary Recycling Curbside Program - revised			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: February 4, 2025

To: City Commission

From: David Arce, Public Works Director

Subject: VOLUNTARY CURBSIDE RECYCLE PROGRAM SECOND READING

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

Program Overview

- **Fee for Service:** \$5.00 monthly per 95-gallon bin.
- **Service Frequency:** Bi-monthly (twice a month) curbside collection.
- **Fee Review:** Board of commissioners will periodically review the fee in relation to program costs and revenues.

Violation and Penalty Structure

1. **First Violation:** Warning for contamination with landfill waste.
2. **Second Violation:** \$15.00 fine added to the water bill.
3. **Third Violation:** \$25.00 fine and discontinuation of service, with the fine also added to the water bill.

Additional Notes

- Proper sorting is essential to ensure that materials can be sold and recycled effectively, helping prevent materials from being sent to the landfill.

Staff Recommends Approval as presented

Recycle Committee Recommends Approval as presented or approve \$1 across the board all trash collection accounts, as all residents have access to 2 drop off locations 5 days a week, and additional \$4 for curbside service.

ORDINANCE 2024-~~XXX~~37

AN ORDINANCE AMENDING ORDINANCE NUMBER 71-4 CODIFIED IN THE CITY OF WESLACO CODE OF ORDINANCES AS CHAPTER 62, GARBAGE, TRASH, AND RUBBISH BY ADOPTING NEW REGULATIONS REGARDING “VOLUNTARY RECYCLING CURBSIDE SERVICE” AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING TO PROVIDE FOR ENFORCEMENT OF THE ORDINANCE, PROVIDING FOR PENALTIES, AND PROVIDING FOR SEVERABILITY.

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

SECTION I.

Ordinance 71-4 passed and approved on March 2, 1971 as “Garbage, Trash, and Rubbish Ordinance” and Codified as Chapter 62 of the Weslaco Code of Ordinances is hereby amended to create a new section and regulations which shall be Section 62-24 to be known as “Voluntary Recycling Curbside Program”.

SECTION II.

After second and final reading of this Ordinance the amended Garbage, Trash, and Rubbish Ordinance is hereby amended to add a new section to be adopted and codified and shall read as follows:

CHAPTER 62 GARBAGE, TRASH, AND RUBBISH

SECTION 62-24 VOLUNTARY RECYCLING CURBSIDE PROGRAM

Section 62-24.1 - DEFINITION

(a) Recyclable materials shall be defined as:

1. PAPER – clean and flattened newspapers, catalogs, magazines, cardboard materials, cardboard cereal boxes and office paper;
2. PLASTICS (1&2) - empty, rinsed, loose soda bottles, milk & water Jugs, detergent/ cleaning bottles and plastic bottles & jugs.
3. CANS – empty, rinsed, loose aluminum and tin, aerosol cans, food and beverage cans.

Section 62-24.2 – RECYCLING FEE FOR RESIDENTIAL UNITS

(a) In addition to any other charges provided for in this chapter the rate for residential property requesting curbside recycling service shall be \$5.00 per month per container for the purposes of funding the recycle operation of curbside pickup. Such charge shall be reviewed by the city commissioners from time to time, in relationship to the cost of the city's voluntary recycling curbside program and the revenues derived there from.

(b) The bin to be provided shall be (95 gallon) for the collection and removal of recyclable items by the city from single-family residences with service being provided twice a month.

~~(c)~~ ~~(e)~~—The city shall remove the bin if the recycle bin is contaminated with landfill waste and a fee for violation as follows will be imposed: first violation will be a warning, the second violation will be a fine of \$15.00 and the third violation will be a fine of \$25.00 and discontinued service. The Code Enforcement Division of the City of Weslaco is hereby authorized to issue citations to any person(s) who violate any provision of this Ordinance.

(d) Late Fee for Non-Payment of Recycling Fees.

(1) A late fee of \$10.00 shall be applied to any account with an unpaid recycling fee after the due date, consistent with the procedures outlined for late payments for garbage and water services in Section 138-63.

(2) Accounts remaining unpaid for seven days past the due date may result in service suspension until payment, including the late fee, is made in full.

(3) Notices of late payment and service suspension shall be sent to the account holder's registered mailing address or email on file.

(4) Payment plans for overdue accounts may be offered at the discretion of the City Manager or designee to assist residents in maintaining service continuity.

Section 62-24.3 - RECYCLING CONTAINER.

(a) Residential customers shall utilize the specified container for the collection and removal of recyclable materials, as defined herein. The city or the city's designated representative will distribute one (1) recycling container to the residential customer at a cost of \$5.00 to the customer. The container shall remain the property of the city and shall not be removed from the property when changing residences.

(b) Customer use of the residential recycling container shall be subject to the same regulations for placement, storage, repair, replacement, and care as specified herein for residential solid waste containers.

(c) If a residential account serviced by the city regularly generates more recyclables than can be placed in the residential recycling container for the twice a month collection, the city will provide the residential customer with a second (95 gallon) recycling container at an additional fee of \$5.00 per month.

(d) No person other than the residential customer and solid waste services division employee, or an authorized recycling contractor may remove, collect or transfer recyclable materials that have been placed in a recycling container in the city. Each violation of this provision shall constitute a separate and distinct offense punishable as provided in section 62-24.3.

Sec. 62-24.4 - PLACEMENT OF CONTAINERS FOR COLLECTION.

(a) **Placement of containers on street.**

Residential solid waste and recycling containers set out for street collection should be aligned with the handles facing the house and located within two (2) feet of the paved curb and at least ten (10) feet from any mailbox, other container or other large object. The residential customer with street collection is prohibited from placing the container at the collection point prior to twelve (12) hours before collection.

(b) Removal of solid waste and recycling containers following collection.

The residential customer with street collection is required to remove the solid waste and recycling containers from the collection area and to relocate them to a place within six (6) feet of the residential structure within twelve (12) hours after the containers are serviced by the environmental waste services division.

Sec. 62-24.5- BLOCKING ACCESS TO CONTAINERS.

It shall be unlawful to stop, stand, or park a vehicle or trailer on public or private property in a manner that prevents access to a solid waste or recycling collection container by a collection truck that is attempting to service the container. For the purposes of this section, it shall be presumed that the owner of record of any violating vehicle or trailer is the person who stopped or parked the vehicle or trailer in the offending location.

- (a) It shall be a violation to place garbage containers within 10 feet of a United States Postal box, a building/structure, low hanging wires, or any fence located in a residential use area in accordance with Figure 1.1, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturdays, except on federal holidays and except momentarily to load or unload passengers or merchandise.

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

SECTION IV. ENFORCEMENT.

The Code Enforcement Division of the City of Weslaco is hereby authorized to issue citations to any person(s) who violate any provision of this Ordinance.

SECTION V. PENALTIES.

Any person, firm or corporation violating any of the provisions or terms of this section, as amended hereby, shall be guilty of a misdemeanor and upon conviction in the Municipal Court of the City of Weslaco, Texas shall be subjected for each offense to a fine in an amount not to exceed \$500.00 for each and every offense. Each and every violation or day that such violation shall continue or exist shall be deemed a separate offense.

SECTION VI. SEVERABILITY.

The provisions of this Ordinance are severable, and if any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held unconstitutional or invalid by any court of competent jurisdiction, such holding shall not affect or impair any of the remaining parts or provisions hereof.

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

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this XXX day of January 2025

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Benjamin Castillo, **INTERIM CITY ATTORNEY**

DRAFT



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-141	
From: David Arce			
Subject: Discussion and consideration on the request from the Hidalgo County Historical Commission for assistance to install a Texas Historical Marker designation for the Minnie May Nickel House located at 906 W. 6th Street. (Staffed by Public Works Department.)			
Background: Since the historical marker is being installed on private property, the City of Weslaco may have limitations on using public resources for the installation. However, there are ways to approach this request. If the marker has historical significance to the city, the city may justify assisting as part of its community engagement or historical preservation efforts.			
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):			
David Arce David Arce Luz Galindo Xavier Salinas Martin Garza		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: HCHC Marker Installation Request_Minne May			
Responsibilities upon Approval:			



City of Weslaco
Department of Public Works
c/o David Arce
255 S. Kansas Avenue
Weslaco, TX 78596

January 13, 2025

Subject: Minnie May Nickel Homestead – Marker Installation Request

Hello Mr. Arce,

I am reaching out to your office on behalf of the Hidalgo County Historical Commission to submit a request regarding a Texas Historical Marker that we have received for the Minnie May Nickel House at 906 W. 6th Street in Weslaco. The homeowner reached out to us to help with the marker installation.

The installation process is not very complicated but we currently lack the ability to request county resources within city limits. Moreover, we don't want to risk volunteers digging around potentially dangerous utility lines. We would like to request assistance from the City of Weslaco in helping to install the marker at a date to be determined in the near future.

With the city's help, we also hope to coordinate an official marker dedication ceremony and invite local officials from the City of Weslaco and Hidalgo County, as well as local media and press. We haven't had a marker dedication in this part of the county in a while and would love to garner some positive publicity. Please let me know your thoughts and thank you for your consideration.

Best regards,

E. Gabriel Ozuna, *Chairman*
Hidalgo County Historical Commission
(956) 373-8743

CC: Martin Garza, Weslaco City Manager
Adrian Gonzalez, Mayor
Israel Gonzalez, Jr., Mayor Pro-Tem
Josh Pedraza, Commissioner
Letty Lopez, Commissioner
Jose "JP" Rodriguez, Commissioner
Adrian Farias, Commissioner
Pete Garcia, Jr., Commmissioner



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-143	
From:			
Subject: Discussion and consideration on renewal of an agreement between South Texas Vo-Tech and the City of Weslaco to allow for employment of Federal work-study students. (Staffed by Human Resources 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 Luz Galindo Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: So Texas Vo-Tech Agreement			
Responsibilities upon Approval:			

FWS Off-Campus Agreement

This agreement is entered into between South Texas Vo-Tech, hereinafter known as the "Institution," and City of Weslaco, hereinafter known as the "Organization," a private non-profit organization, for the purpose of providing work to students eligible for the Federal Work- Study Program {FWS}.

Schedules to be attached to this agreement from time to time must be signed by an authorized official of the institution and the organization and must set forth:

1. Brief descriptions of the work to be performed by students under this agreement;
2. The total number of students to be employed;
3. The hourly rates of pay; and
4. The average number of hours per week each student will be used.

These schedules will also state the total length of time the project is expected to run, the total percent, if any, of student compensation that the organization will pay to the institution, and the total percent, if any, of the cost of employer's payroll contribution to be borne by the organization.

The institution will inform the organization of the maximum number of hours per week a student may work.

Students will be made available to the organization by the institution to perform specific work assignments. Students may be removed from work on a particular assignment or from the organization by the institution, either on its own initiative or at the request of the organization. The organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, national origin, or sex. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts.

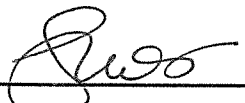
Transportation for students to and from their work assignments will not be provided by either the institution or the organization.

The Institution is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the organization. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the organization, and to determine that the students do in fact perform their work. The organization's right is limited to direction of the details and means by which the result is to be accomplished.

Compensation of students for work performed on a project under this agreement will be disbursed- and all payments due as an employer's contribution under State or local workers' compensation laws, under Federal or State social security laws, or under other applicable laws, will be made-by the institution.

The organization should furnish to the institution for each payroll period the following records for review and retention:

1. Time reports indicating the total hours worked each week in clock time sequence and containing the supervisor's certification as to the accuracy of the hours reported.
2. A timesheet identifying the period of work, the name of each student, each student's hourly wage rate, and the number of hours each student worked.


Institution Representative- Signature

1/24/25
Date

Jennie Rios
Institution Representative- Printed Name

Organization Representative- Signature

Date

Organization Representative- Printed Name



Standardized Agenda Request Form

Date of Meeting: February 4, 2025		Agenda Item No. (to be assigned by CSO): 2025-151	
From:			
Subject: Discussion and consideration on Resolution 2025-20 to change meeting day for the City Commission from the first and third Tuesday of the month to the first and third Wednesday of the month beginning March 2025 through May 2025. (Requested by Mayor Gonzalez.)			
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 the governing body.			
Staff Recommendation:			
Attachments, if any: R2025-20 Change of meeting dates temporarily			
Responsibilities upon Approval:			

RESOLUTION NO. 2025-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS, TEMPORARILY CHANGING THE REGULAR COMMISSION MEETING DATES FROM THE FIRST AND THIRD TUESDAY OF EACH MONTH TO THE FIRST AND THIRD WEDNESDAY OF EACH MONTH FOR THE PERIOD BEGINNING MARCH 2025 THROUGH MAY 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-4(a)(1) of the Weslaco City Code provides that the City Commission of the City of Weslaco shall meet on the first and third Tuesday of each month; and

WHEREAS, the City Commission desires, for administrative convenience, to temporarily reschedule its regular meeting dates to Wednesdays, while continuing to comply with the Texas Open Meetings Act; and

WHEREAS, the City Commission finds that it is in the best interest of the City of Weslaco to temporarily modify its regular meeting schedule from the first and third Tuesday to the first and third Wednesday of each month, beginning March 2025 and ending May 2025.

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

1. **Temporary Change of Meeting Dates.** From March 2025 through May 2025, regular City Commission meetings shall be held on the first and third Wednesday of each month at 5:30 p.m. at Weslaco City Hall located at 255 S. Kansas, Weslaco, Texas, or at such other time and place as may be legally posted in accordance with the Texas Open Meetings Act.
2. **Reversion to Original Schedule.** Upon the conclusion of the regularly scheduled meetings in May 2025, the meeting schedule shall revert to the original schedule of the first and third Tuesday of each month as set forth in Section 2-4(a)(1) of the Weslaco City Code.
3. **Open Meetings Act Compliance.** The City Secretary is directed to ensure that all requirements of the Texas Open Meetings Act are met, including proper notice and posting of all meetings.
4. **Effective Date.** This Resolution shall be in full force and effect immediately upon its passage.

PASSED AND APPROVED on this 4th day of February 2025.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Benjamin Castillo, Interim City Attorney