A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MARCH 7, 2017

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, March 7, 2017 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

A. Certification of Public Notice.

B. Invocation.

C. Pledge of Allegiance.

D. Mayoral recognition.

E. Roll Call.

II. PUBLIC COMMENTS

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

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

III. PUBLIC HEARING

A. To solicit input on behalf of Valley Donna Food Mart Inc. requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 718 W. 6th St., also being Lots 14-17 and W1/2 Lot 18, Block 4, Glendale Addition Subdivision, Weslaco, Hidalgo County, Texas. Attachment

B. To solicit input on behalf of Robert W. McNabney requesting a Conditional Use Permit to obtain a Retail Dealer's On-Premises Late Hours License at 2901 W. Business 83, also being 1.77 acres Irrigation Tract S881.60'-E179.15' out of Farm Tract 626, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Attachment

IV. CONSENT AGENDA

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

A. Approval of the Minutes of the Regular Meeting on February 21, 2017. (Staffed by City Secretary's Office.) Attachment.

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

1) Ordinance 2017-04 to reduce a detention pond easement line by 66 feet on Lot 2, Bonita Homes Subdivision. (First Reading held February 14, 2017; Staffed by Planning and Code Enforcement Department.) Attachment

2) Ordinance 2017-06, amending Ordinance 2013-26, providing for a new schedule of rates to be charged for certain meter tapping fees. (First Reading held February 21, 2017; Staffed by Finance Department.) Attachment

3) City of Weslaco Building and Safety Codes (First Reading of Ordinances held February 21, 2017; Staffed by Planning & Code Enforcement Department.)

1. Ordinance 2017-07 the 2015 Edition of the International Building Code Property and Maintenance Standards for the regulation and governing of conditions and maintenance of all property, including the condemnation and demolition of structures unfit for human occupancy and providing for the issuance of permits and collection of fees.

2. Ordinance 2017-08 the 2015 Edition of the International Existing Building Code for the regulation and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings and providing for the issuance of permits and collection of fees.

3. Ordinance 2017-09 the 2015 Edition of the International Residential Code for the regulation and governing of construction, replacements, repairs and demolition

of detached one and two family dwellings and multiple single family dwellings; providing for the issuance of permits and collection of fees.

5. Ordinance 2017-11 the 2015 Edition of the International Fire Code for the regulation and governing the safeguarding of life and property from fire and explosion hazards and from conditions hazardous to life or property in the occupancy of buildings and premises and providing for the issuance of permits and collection of fees.

6. Ordinance 2017-12 the 2015 Edition of the International Plumbing Code for the regulation and governing of design, construction, quality, installation, relocation, etc.; use or maintenance of plumbing systems; and providing for the issuance of permits and collection of fees.

7. Ordinance 2017-13 the 2015 Edition of the International Mechanical Code for the regulation and governing of design, construction, quality, installation, relocation, etc.; use or maintenance of mechanical systems; and providing for the issuance of permits and collection of fees.

8. Ordinance 2017-14 the 2015 Edition of the International Fuel Gas Code for the regulation and governing of fuel gas systems and gas-fired appliances and providing for the issuance of permits and collection of fees.

9. Ordinance 2017-15 the 2015 edition of NFPA Life Safety Code 101 relating to construction and to maintenance of buildings and public safety, health and general welfare; and providing for the issuance of permits and collection of fees.

10. Ordinance 2017-16 the 2015 Edition of the International Swimming Pool and Spa Code governing of design, construction, alteration, movement, renovation, replacement, repair and maintenance of swimming pools, spas, hot tubs, aquatic facilities and related equipment; and providing for the issuance of permits and collection of fees.

11. Ordinance 2017-17 the 2014 National Electrical Code as the Electrical Code of the City, repealing any previous editions. Attachment

4) Ordinance 2017-18, authorizing a budget amendment in the amount of $150,000.00 for drainage improvements at Beatriz Garza Middle School on Sugarcane Drive. (First reading held February 21, 2017; Staffed by City Manager's Office.) Attachment

C. Approval of the request by Weslaco Independent School District (WISD) to utilize Isaac Rodriguez Park on April 8, 2017 from 6 a.m. – 12 noon for the Cowboy/Cowgirl for Dyslexia 5K Run, and authorize the Mayor to execute any related documents as may be required. (Requested by WISD.) Attachment

D. Approval of the renewal of the Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System (HCLS) and authorize the Mayor to execute any related documents. (Staffed by the Library.) Attachment

E. Approval on the renewal of the listed Affiliation Agreements for Clinical Experience for EMT, Advanced EMT and Paramedic clinical ride outs and authorize the Mayor to execute any related documents:
   1) Weslaco FD EMS and HealthWebCE;
   2) Weslaco FD EMS and Valley Baptist Medical Center;
   3) Weslaco FD EMS and South Texas Health System; and
   4) Weslaco FD EMS and Doctors Hospital at Renaissance

   (Staffed by the Fire Department.) Attachment

F. Acceptance of a grant award in the amount of $19,200.00 with no matching funds required from U.S. Department of Homeland Security to the City of Weslaco Fire Department for Water Rescue Dry Suits for Special Operations Team, approve Resolution 2017-17 regarding this grant, and authorize the Mayor to execute any related documents. (Staffed by the Fire Department.) Attachment

V. APPOINTMENTS

A. Discussion and consideration to approve Resolution 2017-18 appointing a member to the Planning and Zoning Commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

B. Discussion and consideration to approve Resolution 2017-19 appointing a member to the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.) Attachment

C. Discussion and consideration to approve Resolution 2017-20 establishing the City of Weslaco Recycling Task Force and approve Resolutions 2017-21, 2017-22, 2017-23, 2017-24, and 2017-25 appointing citizen members to the same and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.) Attachment

D. Discussion and consideration to accept one resignation from the Weslaco 100 Committee and approve Resolution 2017-26 appointing a member to that unexpired

term and authorize the Mayor to execute any related documents. Possible action. (Staffed by Museum.) Attachment

VI. OLD BUSINESS

A. Discussion and consideration to adopt Ordinance 2017-10, the 2015 Edition of the International Energy Conservation Code, for the regulation and governing of energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems and providing for the issuance of permits and collection of fees. First Reading of Ordinance 2017-10. Possible action. (There was no action on this item February 21, 2017; Staffed by Planning and Code Enforcement Department.) Attachment

B. Discussion on the Single Member District Model for the City of Weslaco. (This item was tabled February 21, 2017; Requested by Commissioners Munoz and Kerr.)

VII. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Valley Donna Food Mart Inc. to approve a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 718 W. 6th St., also being Lots 14-17 and W1/2 Lot 18, Block 4, Glendale Addition Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

B. Discussion and consideration after public hearing on behalf of Robert W. McNabney to approve a Conditional Use Permit to obtain a Retail Dealer's On-Premises Late Hours License at 2901 W. Business 83, also being 1.77 acres Irrigation Tract S881.60'-E179.15' out of Farm Tract 626, West Tract Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning and Code Enforcement.) Attachment

C. Discussion and consideration to approve the Final Plat for Pleasant View Village Subdivision, being a 8.55 acre tract of land out of Farm Tract 709, Block 136, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located along the East right-of-way of Pleasant Village Drive, and about 1250 feet South of the U.S. Business Highway 83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning and Code Enforcement.) Attachment

D. Discussion and consideration to approve the Final Plat for Fern Oak Subdivision,

being a 1.20 acre tract of land out of Farm Tract 117, West Tract Subdivision, Weslaco, Hidalgo County, Texas, located at 209 W. Sugar Cane Dr. and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning and Code Enforcement.) Attachment

E. Discussion and consideration to accept the most advantageous bidder, SmartCom Telephone, as the vendor for internet access services submitted in response to the Library's Request for Proposal within the E-Rate Year 20 cycle (Fiscal Year 2017-2018), and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.) Attachment

F. Discussion and consideration to approve the current Fiscal Year 2016/2017 Street Improvement Projects schedule and the continuation of FY 2016/2017 Street Improvement Projects list. Possible action. (Staffed by Public Works.) Attachment

G. Discussion and consideration to approve the paving of Medrano Road. Possible action. (Requested by Commissioners Pedraza and Lopez.) Attachment

H. Discussion and consideration to approve rules for the rental of Park fields. Possible action. (Staffed by Parks and Recreation Department.)

I. Discussion and consideration to authorize the submission of a waiver of retro-activity for the north side property comprised of 45.944 acres located in 48.682 acres of land out of Farm Tracts 98 and 114 West Tract Subdivision, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment

J. Discussion and consideration to authorize the additional repairs needed on the Kansas Avenue concrete water tower, including painting and caulking of the interior of the tank, in an amount not to exceed $37,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment

VIII. REPORTS

A. Quarterly investment report for 12/31/2016. Possible action to accept and file.

B. Quarterly financial report for 12/31/2016. Possible action to accept and file.

C. Report by Economic Development Corporation of Weslaco.

D. Report by Weslaco Area Chamber of Commerce.

E. Report by Severn Trent.

F. Report by Planning and Code Enforcement.

G. Report by Human Resources Department - Leave Donation Policy.

H. Report by Public Works.

I. Report by Parks and Recreation Department.

IX. 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 or fact, exemplary damages.
(b) An offense under Subsection (a)(1) is a Class B misdemeanor.
(c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:
(1) the defendant had good reason to believe the disclosure was lawful; or
(2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

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

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

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

C. Legal Opinion - Consultation with City Attorney on legal opinion related to the appointments of Municipal Judges as authorized by §551.071 of the Texas Government Code.

D. Legal Opinion - Consultation with City Attorney on legal opinion related to the contract with neighboring cities for the sale of water as authorized by §551.071 of the Texas Government Code.

E. Pending Litigation - Report by City Attorney regarding all pending litigation as provided to City Auditor as authorized by §551.071 of the Texas Government Code.

F. Legal Opinion - Consultation with City Attorney on legal opinion related to government services consulting as authorized by §551.071 of the Texas Government Code.

G. Economic Development - Discussion regarding Project Chicken Hatch as authorized by §551.087 of the Texas Government Code.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

XI. 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 3rd day of March, 2017 at 5:30 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Elizabeth M. Walker, City Secretary

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

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

Removed from Bulletin Board	Date:	Initials:

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-798
From:	
Subject: Certification of Public Notice.	
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral recognition. E. Roll Call.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Elizabeth Walker Mike Perez	Created/Initiated Final Approval	
City Manager Comments:		
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Faron Thebeau, Primera Bautista Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.		
Attachments, if any: Pledge and Mission		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
**The pledge was amended by House Bill 1034 during the 80th Legislature with the addition of "one state under God." The revised wording became effective on June 15, 2007.*

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-828
From: Mardoqueo Hinojosa	
Subject: To solicit input on behalf of Valley Donna Food Mart Inc. requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 718 W. 6th St., also being Lots 14-17 and W1/2 Lot 18, Block 4, Glendale Addition Subdivision, Weslaco, Hidalgo County, Texas.	
Background: The applicant is requesting to obtain Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit. Thirty-three (33) property owners within 200 feet of the applicant's property were notified by letter on February 17, 2017.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Mayor's Signature Public Hearing	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on February 13, 2017.	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** Planning and Zoning Commission tabled item on March 1, 2017.	
Martha Hernandez Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments:	
Staff Recommendation: Staff recommends to table item.	
Attachments, if any: Aerial, 718 W 6th St	
Responsibilities upon Approval: Planning staff will advise applicant.	

Conditional Use Permit
Wine and Beer Retailer's Off-Premise
Legend
CUP
W Business 83
4th Street
Border Avenue
Texas Blvd.
6th Street
Google earth
© 2016 Google
N
1000 ft

2-8-17

APPLICATION FOR CONDITIONAL USE PERMIT

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

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

FILE NO. CUP17-00003

RECEIVED
FEB 08 2017
Planning & Code Enforcement Dept

PROPOSED PROJECT

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

Lot 14, 15, 16, 17 + West ½ of Lot Block 4

Subdivision Name Glendale Addition

Street Address 718 W 6th Street Weslaco, TX 78596

Existing Zoning _____ Existing Land Use _____

Purpose for the Conditional Use Permit Request

Convenience Store Beer to go (off Premise)

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

_____

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

APPLICANT

Name Valley Donna Food Mart Inc Phone 956-363-2040

Address 107 E 7th Street Fax: _____

City Mercedes State TX Zip Code 78597 E-Mail: AAAConstruction8@yahoo.com

OWNER

Name Khalid Ali Phone 956 363-2040

Address 107 E 7th Street Fax: _____

City Mercedes State TX Zip Code 78537 E-Mail: ~~AAA~~ AAAConstruction8@yahoo.com

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

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

Yes ✓ No _____

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

Signature _____ Date 02-08-2017
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By RD Payment Received By mdt Date Paid 2/8/17

Notice of Public Hearing Sent to Property Owners Within 200' of Proposed Site — Date 2/17/17

P & Z Notice of Public Hearing Published in Newspaper — Date 2/13/17

City Commission Notice of Public Hearing Published in Newspaper — Date 2/13/17

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

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

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

RECEIVED
FEB 08 2017

CITY OF WESLACO
956-968-3181

REC#: 02223684 2/08/2017 3:36 PM
OPER: KArev TERM: 036
REF#: 1060

TRAN: 235.1000 PROCESSING FEE
inv 776
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 202.0000 CONDITIONAL USE PERM
inv 776
01 -400-1026
CONDITIONAL USE PER 300.00CR

TENDERED: 305.00 CHECK
APPLIED: 305.00-

CHANGE: 0.00

Out Door
Kitchen
Bathroom
Door
Door
Main cooler
Cooler
Door
Main Door.
Counter
Coffee Counter
40 Feet.
76 Feet

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 1, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 7, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 S. Kansas Ave. to consider the following requests: Si desea informaciÃ³n en espaÃ±ol, llame al departamento de PlaneaciÃ³n de la Ciudad de Weslaco, (956) 447-3403. Valley Donna Food Mart Inc. is requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 718 W. 6th St., also being Lots 14-17 and W1/2 Lot 18, Blk 4, Glendale Addition Subdivision, Weslaco, Hidalgo County, Texas. Robert W. McNabney. is requesting a Conditional Use Permit to obtain a Retail Dealer's On-Premises Late Hours License at 2901 W. Bus 83, also being 1.77 acres Irrigation Tract S881.60'-E179.15' out of Farm Tract 626, West Tract Subdivision, Weslaco, Hidalgo County, Texas. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before March 1, 2017, for the Planning and Zoning Commission and on or before March 7, 2017 for City Commission. For additional information, contact the Planning Department at (956) 447-3403. /S/ MARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer

Click here to view the public notice as it appeared in print.

Appeared in: ***The Monitor*** on Monday, 02/13/2017

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City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

February 17, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 1, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 7, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 S. Kansas Ave. to consider the following requests:

CONDITIONAL USE PERMIT:

Valley Donna Food Mart Inc. is requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 718 W. 6th St., also being Lots 14-17 and W1/2 Lot 18, Blk 4, Glendale Addition Subdivision, Weslaco, Hidalgo County, Texas.

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

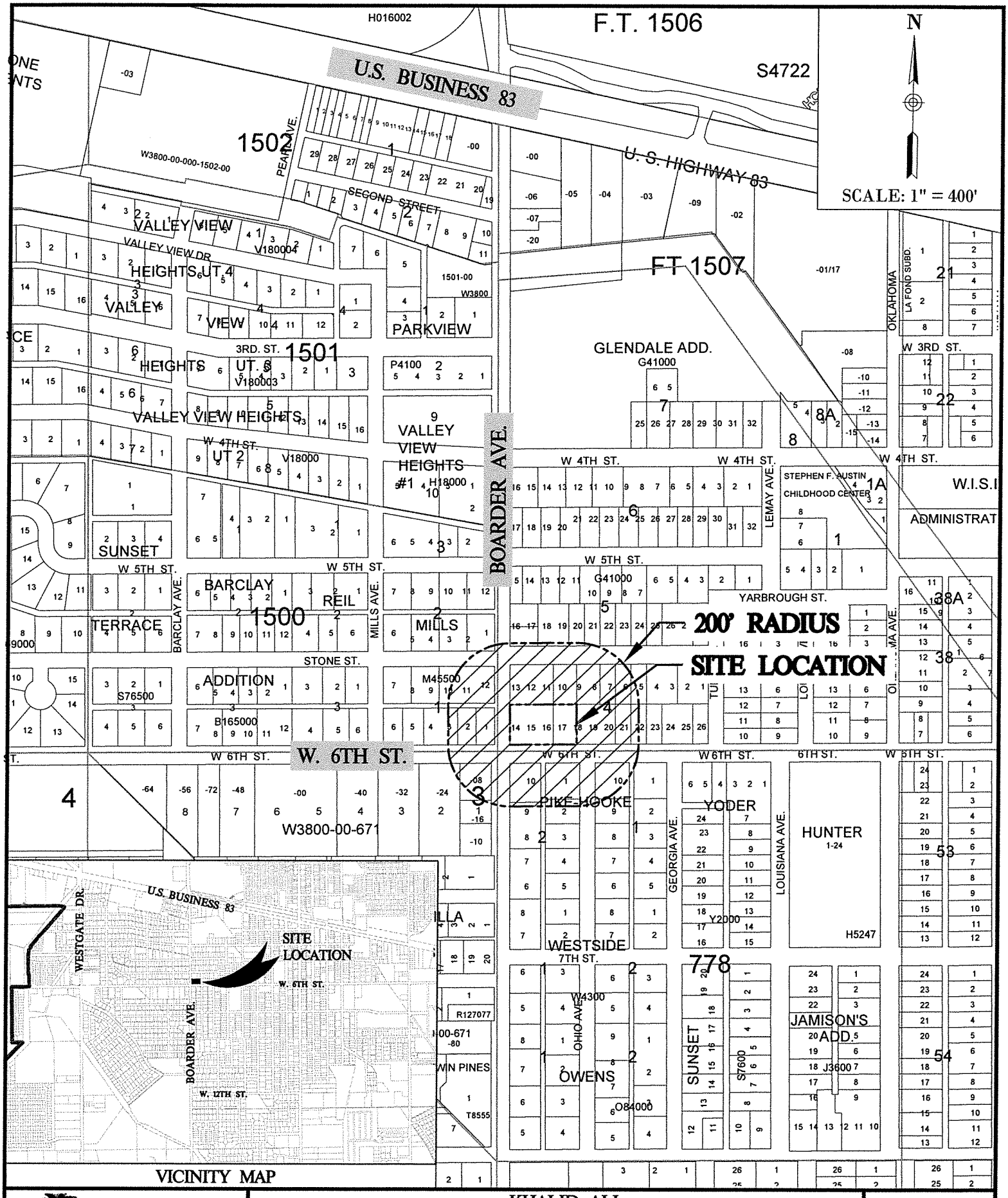
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

, P.E.

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

MH/mh



City of Weslaco

KHALID ALI
718 W. 6TH STREET
LOTS 14-17 AND W1/2 LOT 18, BLK 4
GLENDALE ADDITION SUBDIVISION
CUP: WINE AND BEER RETAILER'S OFF-PREMISE PERMIT

CITY ON THE GROW
CITY OF WESLACO

City of Weslaco Code Enforcement Dept.

FEB 15, 2017

HINOJOSA EDEN & BERTA A ENID HINOJOSA VELARDE 709 STONE ST WESLACO TX 78596	G4100-00-004-0005-00 GLENDALE LT 5 BLK 4 709 STONE ST	L: 17888 B: 13350
RAMOS SYLVIA & CAMILO JR 711 STONE ST WESLACO TX 78596	G4100-00-004-0006-00 GLENDALE LT 6 BLK 4 711 STONE ST	L: 20800 B: 12301
VELA ADAN 713 STONE ST WESLACO TX 78596	G4100-00-004-0007-00 GLENDALE LOT 7 BLK 4 713 STONE ST	L: 20800 B: 24629
YBARRA MANAEN & ARTURO DE 715 STONE ST WESLACO TX 78596	G4100-00-004-0008-00 GLENDALE LTS 8 & E 1/2 LOT 9 BLK 4 715 STONE ST	L: 31200 B: 35741
HANKS JACK & MABLE 719 STONE ST WESLACO TX 78596	G4100-00-004-0009-00 GLENDALE W 1/2 LOT 9 & ALL 10 BL K 4 719 STONE ST	L: 31200 B: 11378
RODRIGUEZ FRANCISCO T 4411 N WESTGATE DR WESLACO TX 78599	G4100-00-004-0011-00 GLENDALE LTS 11-12-13 BLK 4 723 STONE ST	L: 62400 B: 63957
DIAZ LEOPOLDO D 703 WEST 6TH ST WESLACO TX 78596	G4100-00-004-0014-00 GLENDALE LTS 14-15-16 -17 & W1/2 LT 18 BLK 4 703 W 6TH ST	L: 93600 B: 131105
DIAZ DISTRIBUTORS LLC 718 W 6TH ST WESLACO TX 78596-5866	G4100-00-004-0017-00 GLENDALE LOT 17 W 1/2-18 BLK 4 703 W 6TH ST	L: 31200 B: 44815
TREVINO RUPERTO LOPEZ PO BOX 669 LA BLANCA TX 78558	G4100-00-004-0018-00 GLENDALE E 25' LOT 18 ALL LTS 19 & 20 BLK 4 807 W 6TH ST	L: 52000 B: 27935
MARTINEZ, ARMANDO L & ANNA PO BOX 1769 WESLACO TX 78599-1769	G4100-00-004-0019-00 GLENDALE LTS E 12 1/2-19 ALL 20 BLK 4 805 W 6TH	L: 26000 B: 17428
TREVINO RUPERTO LOPEZ PO BOX 669 LA BLANCA TX 78558	G4100-00-004-0021-00 GLENDALE LT 21 BLK 4 803 W 6TH ST	L: 20800 B: 17126
GALLEGOS DAGOBERTO & HILDA E 801 W 6TH ST WESLACO TX 78596	G4100-00-004-0022-00 GLENDALE LOT 22 BLK 4 801 W 6TH ST	L: 20800 B: 12662

City of Weslaco Code Enforcement Dept.

FEB 15, 2017

LOPEZ LORENZO H & CRUZ 509 S BORDER AVE WESLACO TX 78596	G4100-00-005-0016-00 GLENDALE LOTS 16 & 17-N 1/2 & LO TS 16 & 17-N 5'-S 1/2 BLK 5 509 S BORDER AVE	L: 23600 B: 13311
GARZA VICTOR R 850 S IOWA AVE WESLACO TX 78596	G4100-00-005-0016-01 GLENDALE LTS 16 S 1/2 & 17 S 1/2 EXC N 5' BLK 5 511 S BORDER AVE	L: 20400 B: 14288
AGUAYO PABLO ET AL 720 STONE ST WESLACO TX 78596	G4100-00-005-0018-00 GLENDALE LTS 18-19 BLK 5 720 STONE ST	L: 44000 B: 47241
RODRIGUEZ JOSE LOPEZ HECTOR M 716 STONE ST WESLACO TX 78596	G4100-00-005-0020-00 GLENDALE LOT 20 BLK 5 716 STONE ST	L: 22000 B: 12165
HERNANDEZ ADAN 210 N 8TH ST DONNA TX 78537	G4100-00-005-0021-00 GLENDALE LT 21 BLK 5 714 STONE ST	L: 22000 B: 35572
BENAVIDEZ HERMINIA FLORES 712 STONE ST WESLACO TX 78596	G4100-00-005-0022-00 GLENDALE LOT 22 BLK 5 712 STONE ST	L: 22000 B: 30633
SIMS JONETTE R & THOMAS G 900 W 6TH ST WESLACO TX 78596	M4550-00-001-0001-00 MILLS BLK 1 LT 1 900 W 6TH ST	L: 20520 B: 26284
SANCHEZ EDNA E 902 W 6TH ST WESLACO TX 78596	M4550-00-001-0002-00 MILLS BLK 1 LT 2 902 W 6TH ST	L: 20520 B: 30369
CARRILLO LILLIAN 905 W 6TH ST WESLACO TX 78596	M4550-00-001-0003-00 MILLS BLK 1 LT 3 & E50' 4 905 W 6TH ST	L: 37620 B: 76478
SAULS JULIAN W & SANDRA Y 904 STONE ST WESLACO TX 78596	M4550-00-001-0010-00 MILLS BLK 1 LTS 10 11 12 904 W STONE ST	L: 55404 B: 189123
CASANOVA CARLOS & ANNA MARIA C 901 STONE ST WESLACO TX 78596	M4550-00-002-0001-00 MILLS BLK 2 LT 1 E1/2 2 901 W STONE ST	L: 30780 B: 83555
JOHNSON CHARLES C & LINA F 600 S GEORGIA AVE WESLACO TX 78596	P6600-00-001-0001-00 PIKE HOOK BLK 1 LT 1 600 S GEORGIA ST	L: 35279 B: 53440

City of Weslaco Code Enforcement Dept.

FEB 15, 2017

MID VALLEY CHURCH OF THE NAZARENE 909 W 8TH ST WESLACO TX 78596	P6600-00-001-0009-00 PIKE HOOK BLK 1 LT 9 603 S OHIO	L: 25080 B: 64452
BARRERA LISA V 601 S OHIO AVE WESLACO TX 78596	P6600-00-001-0010-00 PIKE HOOK BLK 1 LT 10 601 S OHIO	L: 36680 B: 95244
RAMON MONTALVO LIVING TRUST PO BOX 2 WESLACO TX 78599	P6600-00-002-0001-00 PIKE HOOK BLK 2 LT 1 600 S OHIO	L: 36680 B: 47262
SIFUENTES MONICA 602 S OHIO AVE WESLACO TX 78596	P6600-00-002-0002-00 PIKE HOOK BLK 2 LT 2 602 S OHIO	L: 25080 B: 56183
FANN CRISTHOPHER SUSANA GONZALEZ 605 S BORDER AVE WESLACO TX 78596	P6600-00-002-0008-00 PIKE HOOK BLK 2 LTS S70' OF 9 & ALL OF 8 605 BORDER AVE	L: 47025 B: 87972
WALKER JEFFREY THOMAS 2114 W 6TH ST WESLACO TX 78596	P6600-00-002-0009-00 PIKE HOOK N 10' OF LOT 9 & ALL O F 10 BLK 2 812 W 6TH ST	L: 39815 B: 81826
CARDENAS JENNIFER 1709 OLD PAINT DR EL PASO TX 79911	W3800-00-671-0000-08 WEST TRACT N 150' LT 1 R/S FT 67 1 0.46AC GR 0.34AC NET 600 S BORDER AVE	L: 37025 B: 107429
LEAL ALEX RODRIGUEZ 604 S BORDER AVE WESLACO TX 78596	W3800-00-671-0000-16 WEST TRACT N 75'-S 179' LT 1 R/S FT 671 0.23AC GR 0.19AC NET 604 S BORDER AVE	L: 20690 B: 35791
GONZALEZ BRAULIO 906 W 6TH ST WESLACO TX 78596	W3800-00-671-0000-24 WEST TRACT 1AC LOT 2 FT 671 906 W 6TH ST	L: 108900 B: 68814

TABC TEXAS ALCOHOLIC BEVERAGE COMMISSION
service ★ courtesy ★ integrity ★ accountability

OFF-PREMISE PREQUALIFICATION PACKET

L-OFF
(01/2016)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. ***www.tabc.texas.gov/laws/code_and_rules.asp***

RECEIVED
FEB 08 2017
Planning & Code Enforcement Dept.

LOCATION INFORMATION

1. Application for: ☑ Original

☐ Reinstatement License/Permit Number _____

☐ Change of Licensed Location License/Permit Number _____

2. Type of Off-Premise License/Permit

☑ **BQ** Wine and Beer Retailer's Off-Premise Permit
☐ **BF** Beer Retail Dealer's Off-Premise License
☐ **P** Package Store Permit
☐ **Q** Wine Only Package Store Permit
☐ **LP** Local Distributor's Permit
☐ **E** Local Cartage Permit
☐ **ET** Local Cartage Transfer Permit
☐ **PS** Package Store Tasting Permit

3. Indicate Primary Business at this Location

☐ Grocery/Market
☐ Liquor Store
☐ Convenience Store with Gas
☑ Convenience Store without Gas
☐ Miscellaneous _____

4. Trade Name of Location
VALLEY 6th Street Meat Market

5. Location Address
718 W 6th Street

City	County	State	Zip Code
Weslaco	Hidalgo	TX	78596

6. Mailing Address
107 E 7th Street

City	State	Zip Code
Mercedes	TX	78570

7. Business Phone No.	Alternate Phone No.	E-mail Address
Pending	956-363-2040	

OWNER INFORMATION

8. Type of Owner

☐ Individual
☐ Partnership
☐ Limited Partnership
☐ Limited Liability Partnership
☑ Corporation
☐ Limited Liability Company
☐ Joint Venture
☐ Trust
☐ City/County/University
☐ Other _____

9. Business Owner/Applicant
VALLEY Donna Food Mart Inc.

10. As indicated on the chart, enter the individuals that pertain to your business type:
(For additional space, use Form L-OIC)

Individual/Individual Owner	Limited Liability Company/All Officers or Managers
Partnership/All Partners	Joint Venture/Venturers
Limited Partnership/All General Partners	Trust/Trustee(s)
Corporation/All Officers	City, County, University/Official

Last Name	First Name	MI	Title
Ali	Khalid		Pres Sec.

MEASUREMENT INFORMATION
Section 109.31 et. seq.

11. Will your business be located within 300 feet of a church or public hospital? ◯ Yes (✓) No

NOTE: *For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.*

12. Will your business be located within 300 feet of any private/public school? ◯ Yes (✓) No

NOTE: *For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.*

NOTE: *If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.*

13. Will your business be located within 1,000 feet of a private school? ◯ Yes (✓) No

14. Will your business be located within 1,000 feet of a public school? ◯ Yes (✓) No

ALL APPLICANTS

15. CHECK HERE IF NOT IN CITY LIMITS ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

If Applicant Is/Must Sign

Individual/Individual Owner	Corporation/Officer
Partnership/Partner	Limited Liability Company/ Officer or Manager
Limited Partnership/General Partner	

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME Khalid Ali SIGN HERE _____

TITLE Pres.

Before me, the undersigned authority, on this 8th day of February, 20 17, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE Rebecca Regalado
NOTARY PUBLIC

SEAL

REBECCA REGALADO
Notary Public
STATE OF TEXAS
ID#2795238
My Comm. Exp. Jan. 31, 2021

CERTIFICATE OF CITY SECRETARY (FOR P, Q, BF & BQ)

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN HERE _____ _____, TEXAS
City Secretary/Clerk City

SEAL

CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought is in a **"wet"** area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN HERE _____ _____ COUNTY
County Clerk

SEAL

CERTIFICATE OF COUNTY CLERK (FOR BQ)

Section 11.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought as the place of business is in a **"wet"** area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

Most current election for given location was held for:

- ☐ legal sale of all alcoholic beverages for off-premise consumption
- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of mixed beverages
- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
- ☐ legal sale of wine on the premises of a holder of a winery permit
- ☐ legal sale of beer/wine (17%) on-premise or beer/wine off-premise ***AFTER*** Sept. 1,1999
- ☐ legal sale of beer/wine (14%) on-premise or beer/wine off-premise ***BEFORE*** Sept. 1,1999

SIGN HERE _____ _____ COUNTY

County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Sections 11.46(b) & 61.42(b)

This is to certify on this _____day of _____, 20 _____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ **Outlet Number** _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____ FIELD OFFICE _____

SEAL

PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)

Sections 11.39 & 61.38

Name of newspaper		**ATTACH PRINTED COPY OF THE NOTICE HERE**
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)		
Publisher or designee certifies attached notice was published in newspaper stated on dates shown.		
Signature of publisher or designee		
Sworn to and subscribed before me on this date		
Signature of Notary Public		
SEAL		

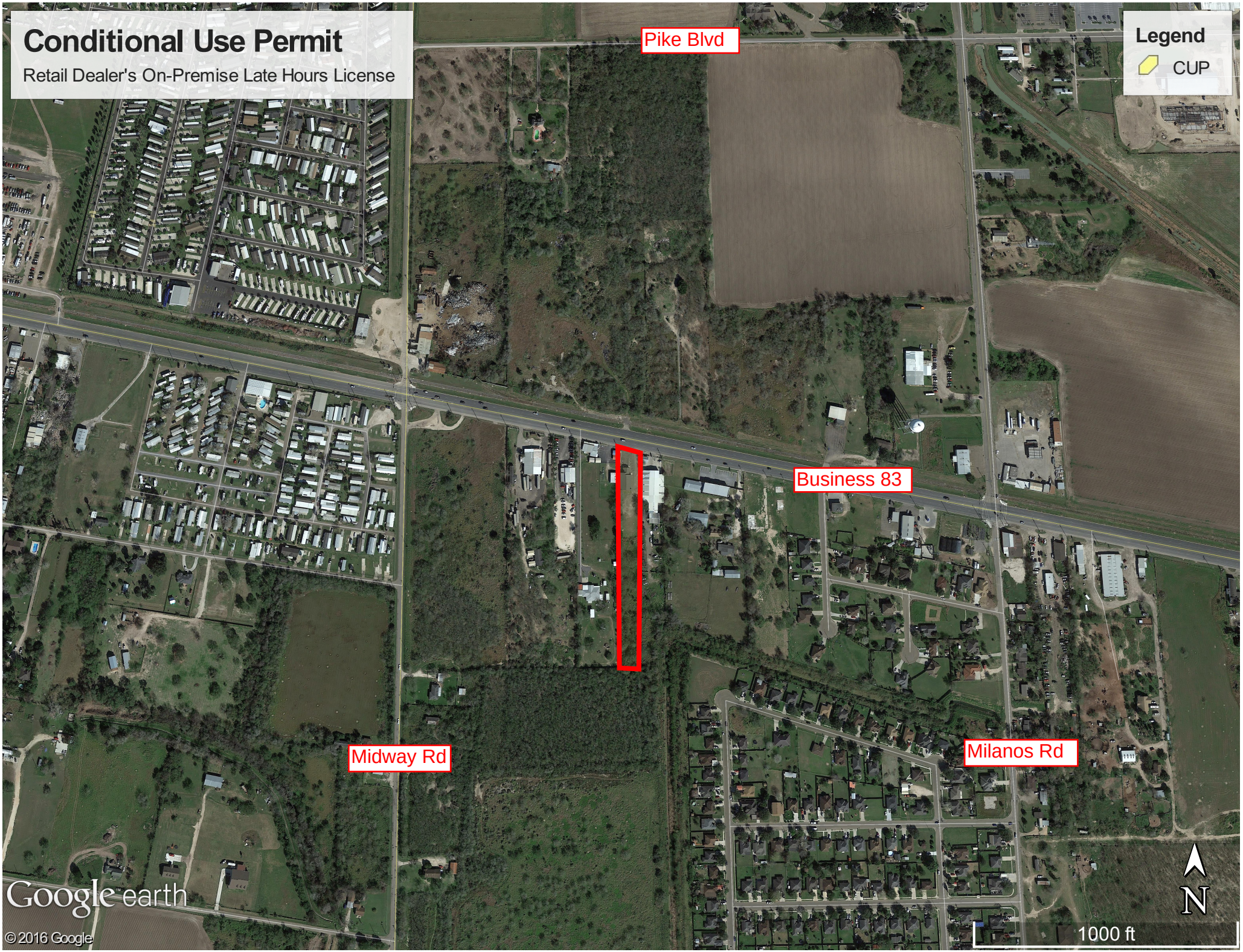
Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-829
From: Mardoqueo Hinojosa	
Subject: To solicit input on behalf of Robert W. McNabney requesting a Conditional Use Permit to obtain a Retail Dealer's On-Premises Late Hours License at 2901 W. Business 83, also being 1.77 acres Irrigation Tract S881.60'-E179.15' out of Farm Tract 626, West Tract Subdivision, Weslaco, Hidalgo County, Texas.	
Background: The applicant is requesting to obtain Conditional Use Permit to obtain a Retail Dealer's On-Premises Late Hours License. Fifteen (15) property owners within 200 feet of the applicant's property were notified by letter on February 17, 2017. Property received a Conditional Use Permit on March 2016. Late Hours are being added to this request.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Mayor's Signature Public Hearing	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on February 13, 2017.	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** Planning and Zoning Commission recommended approval on March 1, 2017.	
Martha Hernandez Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments:	
Staff Recommendation: Staff recommends approval with previous stipulation that 2 security officers be on duty during the hours of operation.	
Attachments, if any: CUP Aerial, CUP Attachments	
Responsibilities upon Approval:	

Staff will notify applicant.


Conditional Use Permit
Retail Dealer's On-Premise Late Hours License
Pike Blvd
Legend
CUP
Business 83
Midway Rd
Milanos Rd
Google earth
© 2016 Google
N
1000 ft

APPLICATION FOR CONDITIONAL USE PERMIT

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. CUP17-00004

PROPOSED PROJECT

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

Lot _____ Block _____

Subdivision Name _____

Street Address 2901 W. BHWY 83

Existing Zoning _____ Existing Land Use _____

Purpose for the Conditional Use Permit Request Brews-N-Cues Sports Bar

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

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

APPLICANT

Name Robert W. McNabney Phone 956-373-2980

Address 3018 Wild Turkey Dr. Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: RWMcnabney@aol.com

OWNER

Name Alberto Robles Phone 956-447-0046

Address 1021 S. Missouri Fax: _____

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

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

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

Yes_____ No ✓

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

Signature _____ Date 2-8-17
Owner

Signature _____ Date 2-8-17
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By RD Payment Received By MA Date Paid 2/8/17

Notice of Public Hearing Sent to Property Owners Within 200' of Proposed Site — Date 2/17/17

P & Z Notice of Public Hearing Published in Newspaper — Date 2/13/17

City Commission Notice of Public Hearing Published in Newspaper — Date 2/13/17

Presented to P & Z Commission — Date 3/1/17
Approved _____ Disapproved _____ Tabled _____

Presented to City Commission — Date 3/7/17
Approved _____ Disapproved _____ Tabled _____

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

City of Weslaco TX
255 S KANSAS AVE

WESLACO, TX 78596
Telephone: 956-973-3123

Receipt No.: **970**
Receipt Date: **02/08/2017**

RECEIPT

RECORD & PAYER INFORMATION

Record ID:	CUP17-00004
Record Type:	Conditional Use
Property Address:	2901 W BUSINESS 83, WESLACO, TX 78596
Description of Work:	
Payer:	
Applicant:	ROBERT MCNABNEY 3018 WILD TURKEY DR WESLACO, TX 78596

PAYMENT DETAIL

Date	Payment Method	Reference	Cashier	Comments	Amount
02/08/2017	Credit Card		MARTHA.HERNANDEZ		$305.00

FEE DETAIL

Fee Description	Invoice #	Quantity	Fee Amount	Current Paid
Processing Fee - 235.10	781	1.00	$5.00	$5.00
Application Fee - 202.00	781	1.00	$300.00	$300.00
			$305.00	$305.00

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 1, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 7, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 S. Kansas Ave. to consider the following requests: Si desea informaciÃ³n en espaÃ±ol, llame al departamento de PlaneaciÃ³n de la Ciudad de Weslaco, (956) 447-3403. Valley Donna Food Mart Inc. is requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 718 W. 6th St., also being Lots 14-17 and W1/2 Lot 18, Blk 4, Glendale Addition Subdivision, Weslaco, Hidalgo County, Texas. Robert W. McNabney. is requesting a Conditional Use Permit to obtain a Retail Dealer's On-Premises Late Hours License at 2901 W. Bus 83, also being 1.77 acres Irrigation Tract S881.60'-E179.15' out of Farm Tract 626, West Tract Subdivision, Weslaco, Hidalgo County, Texas. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before March 1, 2017, for the Planning and Zoning Commission and on or before March 7, 2017 for City Commission. For additional information, contact the Planning Department at (956) 447-3403. /S/ MARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer

Click here to view the public notice as it appeared in print.

Appeared in: ***The Monitor*** on Monday, 02/13/2017

Powered by myPublicNotices.com

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

February 17, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 1, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 7, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 S. Kansas Ave. to consider the following requests:

CONDITIONAL USE PERMIT:

Robert W. McNabney. is requesting a Conditional Use Permit to obtain a Retail Dealer's On-Premises Late Hours License at 2901 W. Bus 83, also being 1.77 acres Irrigation Tract S881.60'-E179.15' out of Farm Tract 626, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

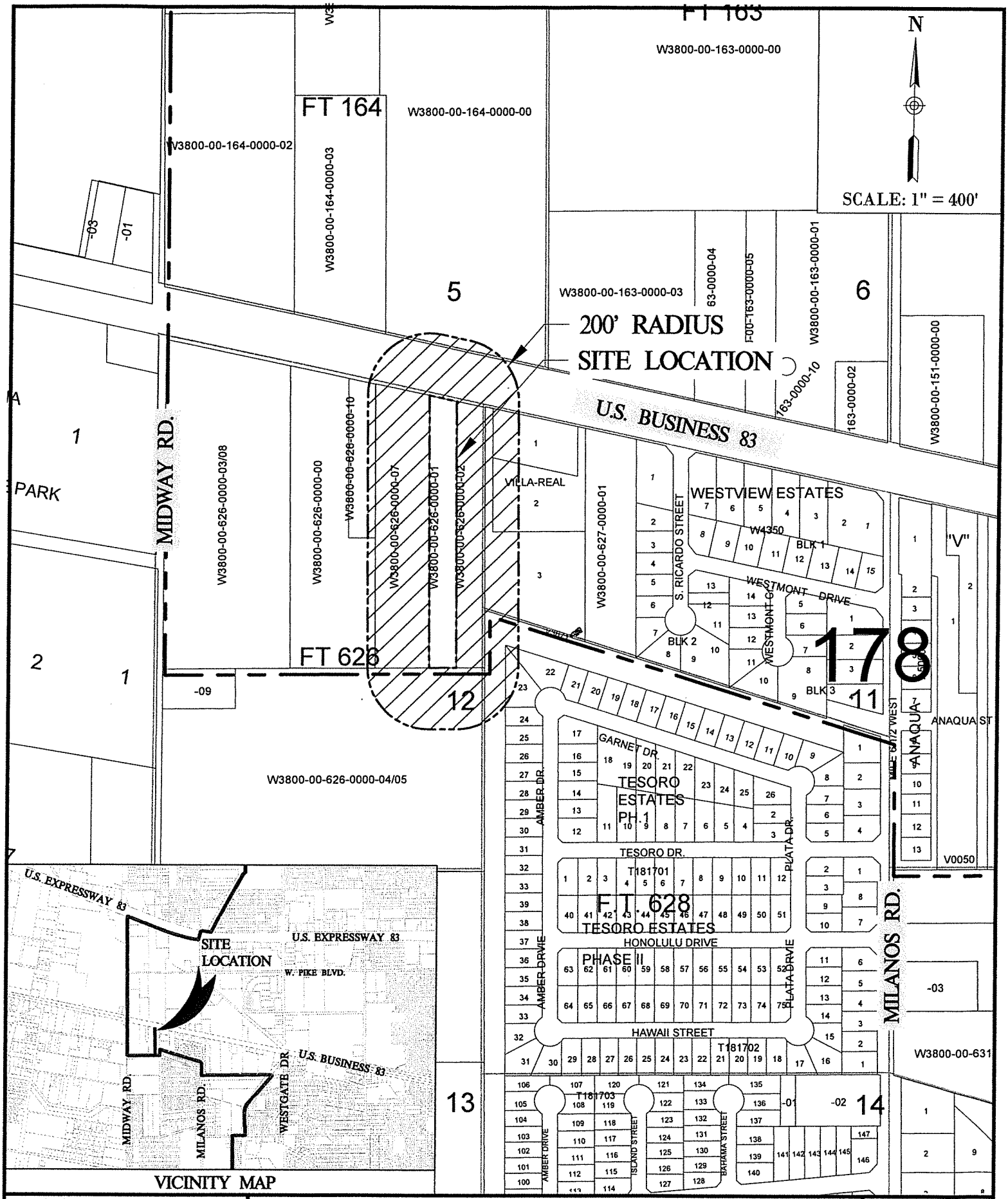
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

, PE

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

MH/mh



City of Weslaco

ROBERT W. McNABNEY
2901 W. BUSINESS 83
1.77 AC IRRIGATION TRACT S881.60'-E179.15' OF FT 626
WEST TRACT SUBDIVISION
CUP: ON-PREMISES LATE HOURS LICENSE

CITY ON THE GROW
CITY OF WESLACO

City of Weslaco Code Enforcement Dept.

FEB 15, 2017

ALCANTAR ANDRES 7219 N BARRERA ST MERCEDES TX 78570-5801	A0500-00-000-0001-00 ACRE TRACT LOT 1 FT 1077 1.065AC NET 510 10TH ST	L: 34506 B: 35642
LUPERCIO PATRICIO 402 CASANDRA ST WESLACO TX 78596-8510	T1817-01-001-0022-00 TESORO ESTATES PH 1 LOT 22 BLK 1	L: 33635 B: 0
LUPERCIO PATRICIO 402 CASANDRA ST WESLACO TX 78596-8510	T1817-01-001-0023-00 TESORO ESTATES PH 1 LOT 23 BLK 1	L: 35050 B: 0
SOTO SAMMY & SYLVIA 121 AMBER DR WESLACO TX 78596-8582	T1817-01-001-0024-00 TESORO ESTATES PH 1 LOT 24 BLK 1	L: 18309 B: 58984
LOPEZ HECTOR AGUIRRE 301 HECTOR DR ALAMO TX 78516	W3800-00-164-0000-00 WEST TRACT AN IRR TR E548.82'-FT 164 20.00 AC GR 19.69 AC NET 0 US BUS 83	L: 275660 B: 0
MENDEZ ALEX 2815 W BUSINESS 83 WESLACO TX 78596-9395	W3800-00-626-0000-00 WEST TRACT E6AC-W16AC-N23.09AC F T 626 EXC 1AC 5AC NET 2815 W BUS 83	L: 175000 B: 68430
RODRIGUEZ NOHEMI R 13923 CONNER PARK DR CYPRESS TX 77429	W3800-00-626-0000-01 WEST TRACT W1.77AC-AN IRR TR S88 1.60'-E179.15' FT 626 1.77AC NET 0	L: 120541 B: 81593
HERNANDEZ DAVID & IRMA 319 W MERIDA ST WESLACO TX 78599	W3800-00-626-0000-02 WEST TRACT E1.77AC-E3.55AC-E7.09 AC- N23.09AC FT 626 0	L: 120541 B: 171857
RALEIGH CECIL & LORENE PO BOX 24 WESLACO TX 78599	W3800-00-626-0000-04 WEST TRACT S16.05AC EXC 1.0AC-HS & EXC 0.75AC OF FT 626 13.62AC 0	L: 163440 B: 0
RALEIGH CECIL & LORENE PO BOX 24 WESLACO TX 78599	W3800-00-626-0000-05 WEST TRACT 1.0AC-S16.05AC FT 626 0	L: 20500 B: 970
BENAVIDEZ EUGENIO JR & VICTORIA PO BOX 8159 WESLACO TX 78599	W3800-00-626-0000-07 WEST TRACT BNG AN IRR TR N919.24 '-E175' 3.54AC GR 3.50AC NET 0	L: 12257 B: 111348
ONE WAY ROAD TO HEAVEN 1910 MILLER AVE DONNA TX 78537	W3800-00-626-0000-10 WEST TRACT AN IRR TR E88'-W712.1 0'-N513.91' FT 626 1.00AC GR 0.8 0	L: 54482 B: 231061

City of Weslaco Code Enforcement Dept.

FEB 15, 2017

VILLARREAL JOSE L & GRACIELA B 2801 W BUSINESS 83 WESLACO TX 78596	V3671-00-000-0001-00 VILLA-REAL LOT 1 2803 W BUS HWY 83	L: 67558 B: 289567
VILLARREAL JOSE L & GRACIELA B 2801 W BUSINESS 83 WESLACO TX 78596	V3671-00-000-0002-00 VILLA-REAL LOT 2 2801 W BUS HWY 83	L: 26816 B: 31078
VILLARREAL JOSE L & GRACIELA B 2801 W BUSINESS 83 WESLACO TX 78596	V3671-00-000-0003-00 VILLA-REAL LOT 3 0 W BUS HWY 83	L: 0 B: 3420

ON-PREMISE PREQUALIFICATION PACKET

L-ON
(01/2016)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. ***www.tabc.texas.gov/laws/code_and_rules.asp***

LOCATION INFORMATION

1. Application for: ☐ Original ☑ Add Late Hours Only License/Permit Number _____
   ☐ Reinstatement License/Permit Number _____
   ☐ Change of Licensed Location License/Permit Number _____

2. Type of On-Premise License/Permit

☐	BG Wine and Beer Retailer's Permit	☐	LB Mixed Beverage Late Hours Permit
☐	BE Beer Retail Dealer's On-Premise License	☐	MI Minibar Permit
☒	BL Retail Dealer's On-Premise Late Hours License	☐	CB Caterer's Permit
☐	BP Brewpub License	☐	FB Food and Beverage Certificate
☐	V Wine & Beer Retailer's Permit for Excursion Boats	☐	PE Beverage Cartage Permit
☐	Y Wine & Beer Retailer's Permit for Railway Dining Car	☐	RM Mixed Beverage Restaurant Permit with FB
☐	MB Mixed Beverage Permit		
☐	O Private Carrier's Permit – **For Brewpubs (BP) with a BG only**		

3. Indicate Primary Business at this Location

☐	Restaurant	☐	Sporting Arena, Civic Center, Hotel
☒	Bar	☐	Grocery/Market
☐	Sexually Oriented	☐	Miscellaneous _____

4. Trade Name of Location: Brews-N-Cues Sports Bar

5. Location Address: 2901 W. BHWY 83

City	County	State	Zip Code
Weslaco	Hidalgo	TX	78596

6. Mailing Address: PO Box 14

City	State	Zip Code
Weslaco	TX	78599

7. Business Phone No.	Alternate Phone No.	E-mail Address
(956) 373-2980	(956) 854-4465	Rwmcnabney@aol.com

OWNER INFORMATION

8. Type of Owner

☒	Individual	☐	Corporation	☐	City/County/University
☐	Partnership	☐	Limited Liability Company	☐	Other _____
☐	Limited Partnership	☐	Joint Venture		
☐	Limited Liability Partnership	☐	Trust		

9. Business Owner/Applicant: Robert W. McNabney

10. As indicated on the chart, enter the individuals that pertain to your business type:
(For additional space, use Form L-OIC)

☐ Individual/Individual Owner	☐ Limited Liability Company/All Officers or Managers
☐ Partnership/All Partners	☐ Joint Venture/Venturers
☐ Limited Partnership/All General Partners	☐ Trust/Trustee(s)
☐ Corporation/All Officers	☐ City, County, University/Official

Last Name	First Name	MI	Title
Mc Nabney	Robert	W.	Owner

MEASUREMENT INFORMATION
Section 109.31 et seq.

11. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

NOTE: *For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.*

12. Will your business be located within 300 feet of any private/public school, day care center or child care facility? ☐ Yes ☒ No

If **"YES,"** are the facilities located on different floors or stories of the building? ☐ Yes ☐ No

NOTE: *For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.*

NOTE: *For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.*

NOTE: *If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.*

13. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

14. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No

60-DAY SIGN

15. As required under Section 11.391 and 61.381, enter the exact date the 60-Day sign was posted at your location.	Exact Date (mm/dd/yyyy) / /

ALL APPLICANTS

16. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE ☐
I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:	WHO MUST SIGN:
Proprietorship	Individual Owner
Partnership	Partner
Corporation	Officer
Limited Partnership	General Partner
Limited Liability Partnership	General Partner
Limited Liability Company	Officer/Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT NAME Robert W. McNabney SIGN HERE

TITLE Owner

Before me, the undersigned authority, on this 8th day of July, 2017, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE Yolanda McRee NOTARY PUBLIC

SEAL — YOLANDA MCREE NOTARY PUBLIC STATE OF TEXAS ID# 3478150 EXPIRES 6-3-2020

CERTIFICATE OF CITY SECRETARY (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN HERE _____ City Secretary/Clerk _____ City, TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise ***AFTER*** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per Section 25.14 or Section 69.17 of the TABC Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN HERE _____ City Secretary/Clerk _____ City, TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT (LB & BL)

Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20_____, that one of the below is correct:

☐ The governing body of this city has by ordinance authorized the sale of ***mixed beverages*** between midnight and 2:00 A.M.; or

☐ The governing body of this city has by ordinance authorized the sale of ***beer*** between midnight and _____ A.M.; or

☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or

☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN HERE _____, **TEXAS**

City Secretary/Clerk — City

S E A L

CERTIFICATE OF COUNTY CLERK (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought is in a **"wet"** area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN HERE _____ _____ **COUNTY**

County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought is in a **"wet"** area and is not prohibited by any valid order of the Commissioner's Court for a Wine & Beer Retailer's Permit.

Election for given location was held for:

☐ legal sale of all alcoholic beverages

☐ legal sale of all alcoholic beverages except mixed beverages

☐ legal sale of all alcoholic beverages including mixed beverages

☐ legal sale of beer/wine (17%) on-premise ***AFTER*** Sept. 1, 1999

☐ legal sale of beer/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

☐ legal sale of mixed beverages

OR

☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN HERE _____ _____ **COUNTY**

County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

Chapters 29 & 70 et seq

I hereby certify on this _____ day of _____, 20_____, that one of the below are correct:

☐ The Commissioner's Court of the county has by order authorized the sale of ***mixed beverages*** between midnight and 2:00 A.M.; or

☐ The Commissioner's Court of the county has by order authorized the sale of ***beer*** between midnight and _____ A.M.; or

☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or

☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN HERE _____ _____ **COUNTY**

County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Section 11.46 (b) & 61.42 (b)

This is to certify on this _____ day of _____, 20_____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____ **FIELD OFFICE** _____

SEAL

PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL, V & Y)

Section 11.39 and 61.38

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	/ /	
Publisher or designee certifies attached notice was published in newspaper stated on dates shown.		
Signature of publisher or designee		
Sworn to and subscribed before me on this date	/ /	
Signature of Notary Public		
SEAL		

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-803	
From: Elizabeth Walker		
Subject: Approval of the Minutes of the Regular Meeting on February 21, 2017. (Staffed by City Secretary's Office.) Attachment.		
Background: Record of commission action for the regular meeting of February 21, 2017.		
Funding Source (budget code, if applicable)**:**		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Elizabeth Walker Mike Perez	Created/Initiated Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends approval		
Attachments, if any: 17-02-21 minutes		
Responsibilities upon Approval: Execute and retain		

A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, FEBRUARY 21, 2017

On Tuesday, February 21, 2017, at 5:35 PM the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Commissioner	Greg Kerr
Commissioner	Leo Muñoz
Commissioner	Olga M. Noriega
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Jose Pena, IT Director; Pete Garcia, Public Works Director; Tony Lopez, Fire Chief; Stephen Mayer, Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; Andrew Munoz, Airport Director; David Arce, Parks and Recreation Director; Arnold Becho, Library Director; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, February 17, 2017.

B. Invocation.

Pastor Art Beckwith, RGV Fellowship Church, led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

Mayor Suarez proclaimed February as "Teen Violence Awareness Month."

F. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting the absence of Mayor Pro-Tem Gerardo "Jerry" Tafolla.

II. PUBLIC COMMENTS

Edward Mejia, 721 East Torritos Street, commented on sewer odor and street lights in District 2 requesting the issues be addressed.

III. CONSENT AGENDA

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

A. Approval of the Minutes of the Regular Meeting on February 14, 2017. (Staffed by City Secretary's Office.)

B. Approval for a six (6) month extension to the plat for the Re-plat of Apostolic Assembly Church, being a 4-lot subdivision being all of Apostolic Church Assembly Church Subdivision being a 10.00 acres of the south 20 acres of Farm Tract 115, Block 161, West Tract Subdivision, Llano Grande Grant, Hidalgo County, Texas. (Staffed by Planning and Code Enforcement Department.)

C. Approval on Resolution 2017-14 authorizing to apply for the 2017 State Homeland Security Program (SHSP) for Law Enforcement Terrorism Prevention Activities Grant (LETPA) to purchase SWAT vests in an amount not to exceed $43,040.00 with no local match required and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

D. Approval of Resolution 2017-15 requesting authorization to apply for 2017 State Homeland Security Program for Regular Projects Grants for the purchase of helmets and inter-operable communications devices in an amount not to exceed $53,300.00 with no local match required and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

E. Authorization of the solicitation of Request for Bids (RFB) 2016-17-18 for relocation of two city owned generators to City Hall and Fire Department administration building, and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

F. Approval of a request by Valley Nature Center to utilize Gibson Park on April 22, 2017 from 8 a.m. – 10 p.m. for 3rd annual Spring Feast, and authorize the Mayor to execute any

related documents as may be required, and waive any fees that may be associated with the event. (Requested by Valley Nature Center.)

G. Approval of a request by Weslaco Mid-Valley Lions Club to utilize Harlon Block Park on April 7-8, 2017 from 6 a.m. – 11 p.m. for Q'ing for Vision BBQ Cookoff, and authorize the Mayor to execute any related documents as may be required, and waive any fees that may be associated with the event. (Requested by Weslaco Mid-Valley Lions Club.)

Commissioner Noriega, seconded by Commissioner Kerr, moved to approve consent agenda items A through G as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following are the resolutions:

RESOLUTION 2017-14

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

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

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

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

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

Grant Number: 3357201

Passed and approved this 21st day of February, 2017

RESOLUTION 2017-15

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the 2017 State Homeland Security Program Regular Projects Grant to the Office of the Governor.

Grant Number: 3357301

Passed and approved this 21st day of February 2017.

CITY OF WESLACO
/s/David Suarez, **MAYOR**

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

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

IV. APPOINTMENTS

A. Discussion and consideration to approve Resolution 2017-12 appointing a board member to the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department).

Commissioner Muñoz, seconded by Commissioner Kerr, moved to approve Resolution 2017-12 reappointing George Guerra to the Ambulance Advisory Board as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following is the resolution:

RESOLUTION NO. 2017-12

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT George Guerra is re-appointed to serve on the Ambulance Advisory Board and the term will begin on March 20, 2017 and expire March 19, 2019.

PASSED AND APPROVED on this 21st day of February, 2017.

CITY OF WESLACO
/s/David Suarez, **MAYOR**

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

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

B. Discussion and consideration to remove one member from the Board of Adjustments and Appeals and approve Resolution 2017-13 appointing one member to that unexpired term. Possible action. (Staffed by Planning and Code Enforcement Department.).

Commissioner Noriega, seconded by Commissioner Kerr, moved to remove member Erin Wise from the Board of Adjustments and Appeals and approve Resolution 2017-13 appointing Mark

McCaleb to that unexpired term with the exemption to serve concurrently on the Weslaco 100 Committee. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following is the resolution:

RESOLUTION NO. 2017-13

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE BOARD OF ADJUSTMENTS & APPEALS-ZONING ORDINANCE.

WHEREAS, the City of Weslaco created and established the Board of Adjustments & Appeals-Zoning Ordinance.

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

WHEREAS, the Board of Adjustments & Appeals-Zoning Ordinance members shall serve with neither compensation nor term limits; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Mark McCaleb is appointed to serve an unexpired term on the Board of Adjustments & Appeals-Zoning Ordinance and the term will expire on the 21st day of December, 2017.

PASSED AND APPROVED on this 21st day of February 2017.

CITY OF WESLACO
/s/David Suarez, **MAYOR**

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

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

V. NEW BUSINESS

A. Discussion and consideration to adopt Ordinance 2017-06, amending Ordinance 2013-26, providing for a new schedule of rates to be charged for certain meter tapping fees. First Reading of Ordinance 2017-06. Possible action. (Staffed by Finance Department).

Mary Barrera, Finance Director, recommended increasing meter tapping fees to 20% over cost for those inside city limits and 35% over cost outside. Fees are proposed as follows: for 5/8" meter tap – inside city limits $739.86, outside - $832.34; for 1" meter tap - inside $870.76, outside $979.60; and 1 1/2" - inside $1,187.35 and outside $1,336.23 (unchanged). The fees have not been updated since 2011 and the City is losing money as a result of cost of materials and labor on these connections. Mike Perez, City Manager, recommended approval stating the fees are consistent with surrounding cities. In response to Commissioner Kerr, this will apply to new installations, not existing or replacements. The City currently is seeing construction of 7-8 new homes per month.

Commissioner Muñoz, seconded by Commissioner Kerr, moved to approve Ordinance 2017-06 amending Ordinance 2013-26, providing for a new schedule of rates to be charged for certain meter tapping fees as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to reject the highest bidder on Bid No. 2016-17-09 for the Public Sale of Property & Building Structures located at 1411 W. 18th Street, Weslaco, Texas and to authorize staff to advertise the sale of said property. Possible action. (Commission awarded Sabas Salinas on January 3, 2017; Staffed by Finance Department - Purchasing Office.)

Mike Perez, City Manager, stated two respondents submitted bids, one for $110,000.00 and one for $85,000.00 with the property appraised at $145,000.00. The respondent that was awarded is unable to obtain financing and requests return of the deposit in the amount of $500.00 submitted with bid. Staff recommends to reject bids and authorize staff to re-bid as calls of interest have been received. There is no language in the bid documents if deposit is refundable and is at the discretion of the Commission, noting $351 was spent on advertising and $840 on legal fees for this bid. Staff will incorporate clearer language in subsequent bid documents concerning the deposit of earnest money.

Commissioner Muñoz, seconded by Commissioner Lopez, moved to reject the highest bidder and to authorize staff to advertise the sale of said property.

Commissioner Muñoz, seconded by Commissioner Kerr, moved to amend the motion and authorize the deposit refund of $500.00. The motion carried unanimously; Mayor Suarez was present and voting.

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

C. Discussion and consideration to award Group Dental & Group Basic Life and AD&D to the best qualified, most advantageous bidder(s), and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.).

Commissioner Lopez, seconded by Commissioner Kerr, moved to approve.

Veronica Ramirez, HR Director, stated proposals were solicited. After tabulation and review by the consultant, Roger Garza recommended to award Blue Cross and Blue Shield the group Dental, who will honor deductibles met and award Dearborn National the Voluntary Life and AD&D. Roger Garza stated the current carrier, Lincoln Financial, did not respond to the RFP, submitting instead a renewal of offer letter.

In response to Commissioner Noriega, Mr. Garza stated Lincoln Financial, current carrier for Voluntary Life and AD&D, is slightly lower and within their agreement to notify by letter an offer of renewal. Mike Perez recommended awarding to Lincoln Financial the Voluntary Life and AD&D and award Blue Cross and Blue Shield the group Dental.

Commissioner Lopez withdrew her motion.

Commissioner Lopez, seconded by Commissioner Kerr, moved to award Lincoln Financial Voluntary Life and AD&D and award Blue Cross and Blue Shield the group Dental as recommended and authorized the Mayor to execute any related documents. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve final payments on the Boys and Girls Club building to JCON Construction, LLC for an amount not to exceed $48,652.30 and Alcocer Garcia Associates, Inc. for an amount not to exceed $870.63. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa, City Engineer, stated the ribbon cutting was held in June and final close out documents have been received. A concern with one sub-contractor is being reviewed by the bonding company. Staff recommends approval.

In response to Commissioners Noriega and Kerr, the project is complete with no liens and all other sub-contractors have been paid. Mike Perez stated discussions between contractor and sub-contractor have occurred but unresolved. Jaime Tijerina, Project Manager for JCon Construction, stated he met with Rosbel Mendiola, sub-contractor, who has been paid some monies but disputes the balance owed. The matter was unresolved and their attorney is proposing arbitration.

In response to Commissioner Noriega, Juan Gonzalez, City Attorney, stated the issue needs to be resolved between the parties involved and is not a matter for the City; moreover, the City may incur some exposure if it does not approve.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve final payments on the Boys and Girls Club building to JCON Construction, LLC for an amount not to exceed $48,652.30 and Alcocer Garcia Associates, Inc. for an amount not to exceed $870.63 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to authorize solicitation of Request for Proposals for the Rehabilitation of Sanitary Sewer Lift Station #37 and Qualifications for the Rehabilitation of the 0.5 MG Elevated Storage Tank located at the intersection of Bridge Avenue and 8th Street and authorize the Mayor to executed any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated staff prepared documents to replace pumps and the rehabilitation of the 0.5mg elevated storage tank project; this will begin the process for compliance with the Texas Commission on Environmental Quality notice. In response to Mayor Suarez, repairs to Lift Station 36 were authorized in 2013.

Commissioner Muñoz, seconded by Commissioner Kerr, moved to authorize solicitation of Request for Proposals for the Rehabilitation of Sanitary Sewer Lift Station #37 and Qualifications for the Rehabilitation of the 0.5 MG Elevated Storage Tank as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to update City of Weslaco Building and safety codes by repealing the existing code and adopting by ordinance those as recommend in the 2015 International Code Council. First Reading of Ordinances 2017-07 through 2017-17. Possible action. (Staffed by Planning & Code Enforcement Department.)

1. To adopt Ordinance 2017-07 the 2015 Edition of the International Building Code Property and Maintenance Standards for the regulation and governing of conditions and maintenance of all

property, including the condemnation and demolition of structures unfit for human occupancy and providing for the issuance of permits and collection of fees.

2. To adopt Ordinance 2017-08 the 2015 Edition of the International Existing Building Code for the regulation and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings and providing for the issuance of permits and collection of fees.

3.To adopt Ordinance 2017-09 the 2015 Edition of the International Residential Code for the regulation and governing of construction, replacements, repairs and demolition of detached one and two family dwellings and multiple single family dwellings; providing for the issuance of permits and collection of fees.

4. To adopt Ordinance 2017-10 the 2015 Edition of the International Energy Conservation Code for the regulation and governing of energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems and providing for the issuance of permits and collection of fees.

5. To adopt Ordinance 2017-11 the 2015 Edition of the International Fire Code for the regulation and governing the safeguarding of life and property from fire and explosion hazards and from conditions hazardous to life or property in the occupancy of buildings and premises and providing for the issuance of permits and collection of fees.

6. To adopt Ordinance 2017-12 the 2015 Edition of the International Plumbing Code for the regulation and governing of design, construction, quality, installation, relocation, etc.; use or maintenance of plumbing systems; and providing for the issuance of permits and collection of fees.

7. To adopt Ordinance 2017-13 the 2015 Edition of the International Mechanical Code for the regulation and governing of design, construction, quality, installation, relocation, etc.; use or maintenance of mechanical systems; and providing for the issuance of permits and collection of fees.

8. To adopt Ordinance 2017-14 the 2015 Edition of the International Fuel Gas Code for the regulation and governing of fuel gas systems and gas-fired appliances and providing for the issuance of permits and collection of fees.

9. To adopt Ordinance 2017-15 the 2015 edition of NFPA Life Safety Code 101 relating to construction and to maintenance of buildings and public safety, health and general welfare; and providing for the issuance of permits and collection of fees.

10.To adopt Ordinance 2017-16 the 2015 Edition of the International Swimming Pool and Spa Code governing of design, construction, alteration, movement, renovation, replacement, repair and maintenance of swimming pools, spas, hot tubs, aquatic facilities and related equipment; and providing for the issuance of permits and collection of fees.

11. To adopt Ordinance 2017-17 the 2014 National Electrical Code as the Electrical Code of the City, repealing any previous editions.

Mardoqueo Hinojosa recommended adopting all updated building and safety codes, particularly the Energy Code as mandated by the State. Commissioner Muñoz stated there is some leniency in the adoption of the Energy Code applicable to this area and merits closer examination as the code can impose higher construction costs. Rolando Gonzalez, Chief Building Official, stated currently 2012 building codes are in effect. House Bill 1736 mandates cities to adopt updated codes; if not adopted, the federal government could sanction cities.

Mayor Suarez recommended a committee to review and evaluate the energy code and bring back a recommendation to the Commission. Commissioners Muñoz and Lopez expressed interest. Commissioner Noriega requested the Committee explain the impact on the homeowner as well as the contractor.

Commissioner Muñoz, seconded by Commissioner Kerr, moved to approve F1, 2, 3, 5, 6, 7, 8, 9, 10, 11 excluding F4. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez, seconded by Commissioner Pedraza, moved to appoint Commissioners Muñoz and Lopez to meet with Planning Code Enforcement staff for review of Item F4 (the energy code) and bring back a recommendation to the Commission. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to amend the Texas Department of Transportation General Aviation Business Plan Grant 15BPWESLA to prepare a Capital Improvement Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Andrew Muñoz, Airport Director, recommended approval stating the amendment will allow updates to the current Airport Business Plan, identifying a five to ten-year Capital Improvement Plan. This program amendment will cost 39,980.00 a ten percent local match. The Airport Advisory Committee recommends approval and this action will require a budget amendment.

Commissioner Muñoz, seconded by Commissioner Kerr, moved to amend the Texas Department of Transportation General Aviation Business Plan Grant 15BPWESLA to prepare a Capital Improvement Plan approve as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to extend the current fuel contract with Petroleum Traders Corporation for an additional one-year period, March 15, 2017 thru March 14, 2018. Possible action. (Staffed by the Public Works Department.)

Pete Garcia, Public Works Director, stated the vendor notified staff this afternoon there would be an increase to the current fuel contract of one cent per gallon. Staff recommends to reject consideration to extend the current fuel contract with Petroleum Traders and go out for bid instead. In response to Commissioner Noriega, the contract expires March 15, 2017 and the contract will go month to month until the bid process is completed.

Commissioner Muñoz, seconded by Commissioner Noriega, moved to go out for bid for fuel services unless Petroleum Traders Corporation keeps the price the same. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to authorize the Weslaco Fire Department to apply for the Assistance to Firefighters Grant under FEMA for cost share of three (3) new Fire Fighter positions for first three years at cost share as Grant 75%, 75%, 25% and City 25%, 25%, 75% and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.)

Antonio Lopez, Fire Chief, wishes to apply for a grant requesting four firefighters that would have a cost share of 75% the first two years, 25% the third year. Notification of grant award may take twelve months which would then come back to the Commission for acceptance. In response to Commissioner Kerr, the City Manager clarified the Capital Improvement Plan for five years budgeted three firefighters and to date six additional firefighters have been hired.

Commissioner Noriega, seconded by Commissioner Lopez, moved to authorize the Weslaco Fire Department to apply for the Assistance to Firefighters Grant under FEMA as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to reject the bid in response to the Library Roof Repair RFB and re-advertise with alternatives in an effort to seek lower project pricing. Possible action. (Staffed by the Library Department.)

The City Manager stated the sole respondent was over budget. Staff recommends to reject and authorize to rebid modifying the specification documents to allow for alternative options in an effort to receive more competitive bids.

Commissioner Kerr, seconded by Commissioner Lopez, moved to reject the bid and re-advertise with alternative options as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration to select the best qualified, most advantageous respondent for Request For Proposal 2016-17-15 Fourth of July Firework Display, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

David Arce, Parks Director, stated proposals were solicited with one response received from Pyro Shows of Texas; proposal is $1,000.00 more than last year and funds are budgeted.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve Pyro Shows of Texas as the best qualified, most advantageous respondent for Request For Proposal 2016-17-15 for the Fourth of July Firework Display as presented. The motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration to approve Ordinance 2017-18, authorizing a budget amendment in the amount of $150,000.00 for drainage improvements at Beatriz Garza Middle School on Sugarcane Drive and authorize staff to solicit bids. Possible action. (Staffed by City Manager's Office.)

Mardoqueo Hinojosa, City Engineer/Director of Planning, stated Weslaco Independent School District requested modification to the design plans in order to widen the detention pond for school

activities. The project is ready to move forward but funding is not budgeted. In response to Mayor Suarez and Commissioner Noriega, staff stated the contract for Sugarcane Drive improvements has been completed and closed, therefore monies would come from fund balance. The City Manager recommends approving an additional 20 feet to the design with monies to come out of the contingency fund.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve Ordinance 2017-18, authorizing a budget amendment in the amount of $150,000.00 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to approve the articles of incorporation for the new regional Foreign Trade Zone 501(c) 6. Possible action. (Staffed by City Manager's Office.)

The City Manager stated he has been working with other cities and the county in creating a regional Foreign Trade Zone. McAllen has a private nonprofit and Weslaco has the designation but it is not being used. Expanding the Weslaco designation, the regional structure would be composed of one member from Donna, Pharr, Edinburg, County and two members from the Weslaco Commission with the County as the Administrator. The members would be the Mayors of each city.

Commissioner Kerr, seconded by Commissioner Lopez, moved to authorize the Mayor and City Manager to meet with other cities and the county to finalize the Articles of Incorporation and Bylaws and bring back to the Commission for formal approval. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to create a task force to expand the Weslaco Recycling Program. Possible action. (Requested by Commissioners Munoz and Kerr.)

Commissioner Muñoz, seconded by Commissioner Noriega, moved to approve.

Commissioner Kerr commented he has been approached on the possibility of the creation of a task force that would offer ideas on recycling activities. The City Manager recommending first forming the structure of the committee by Resolution. Commissioner Muñoz withdrew his motion.

Commissioner Kerr, seconded by Commissioner Lopez, moved for staff to prepare a Resolution establishing the Recycling Task Force to be composed of Public Works Director, Republic Services Representative, two elected officials; and five citizens. The motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration to re-stripe Westgate Drive between Pike Boulevard and Interstate 2. Possible action. (Requested by Commissioners Kerr and Munoz.)

Commissioner Muñoz stated there is confusion when driving on Westgate that results from the lack of striping of traffic lanes and recommends it be addressed. Mardoqueo Hinojosa stated a cost estimate was received for $13,928.00. This estimate is consistent with previously bided projects and recommends approval.

Commissioner Kerr, seconded by Commissioner Muñoz, moved to approve the restriping of Westgate Drive between Pike Boulevard and Interstate 2 to as presented. The motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion on the Single Member District Model for the City of Weslaco. (Requested by Commissioners Munoz and Kerr.)

Commissioner Noriega, seconded by Commissioner Muñoz, moved to table the item until the next regular meeting. The motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Muñoz seconded by Commissioner Lopez moved to proceed directly into executive session. The motion carried unanimously; Mayor Suarez was present and voting.

The City Manager noted the scheduled reports to be presented at the next regular meeting.

VI. REPORTS

A. Quarterly investment report for 12/31/2016. Possible action to accept and file.
There was no report.

B. Quarterly financial report for 12/31/2016. Possible action to accept and file.
There was no report.

VII. EXECUTIVE SESSION

At 6:50 p.m. Mayor Suarez announced the regular meeting to convene in executive session. At 7:27 p.m. Mayor Suarez announced the City Commission had completed its executive session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

There was no action on this item.

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

There was no action on this item.

C. Potential Litigation - Consultation with City Attorney regarding Notice of Claim by Jason Rivera as authorized by §551.071 of the Texas Government Code.

There was no action on this item.

D. Legal Opinion - Consultation with City Attorney on legal opinion related to the appointments of Municipal Judges as authorized by §551.071 of the Texas Government Code.

There was no action on this item.

E. Legal Opinion - Consultation with City Attorney on legal opinion related to the contract with neighboring cities for the sale of water as authorized by §551.071 of the Texas Government Code.

Commissioner Kerr, seconded by Commissioner Muñoz, moved to authorize the City Manager and Commissioner Noriega to negotiate the sale of city water to neighboring cities. The motion carried unanimously; Mayor Suarez was present and voting.

IX. ADJOURNMENT

Commissioner Muñoz, seconded by Commissioner Kerr, moved to adjourn at 7:28 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

_____
MAYOR, David Suarez

ATTEST:

_____
CITY SECRETARY, Elizabeth Walker

ABSENT
_____
MAYOR PRO-TEM, Gerardo "Jerry" Tafolla

_____
COMMISSIONER, Leo Muñoz

_____
COMMISSIONER, Greg Kerr

_____
COMMISSIONER, Olga Noriega

_____
COMMISSIONER, Letty Lopez

_____
COMMISSIONER, Josh Pedraza

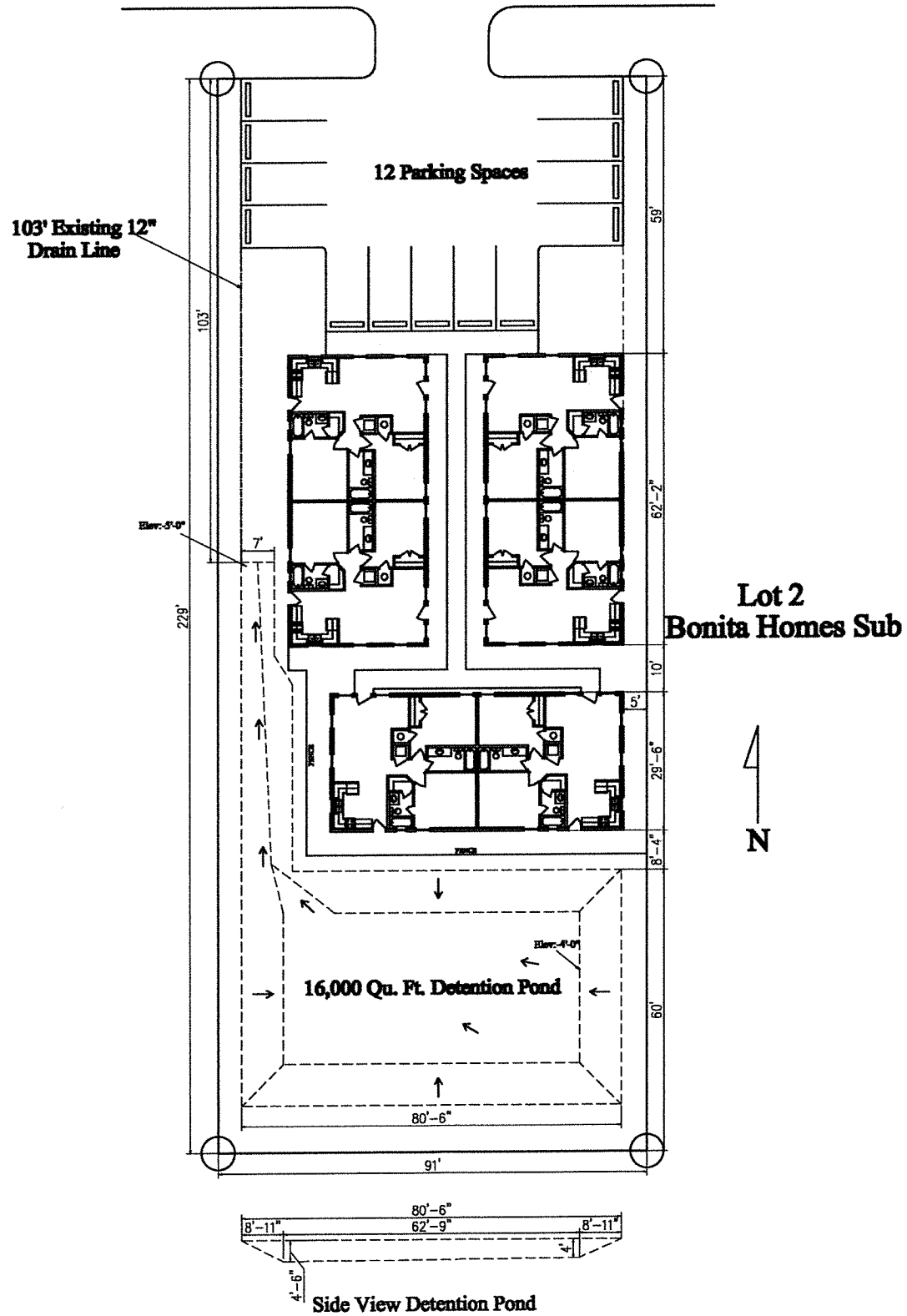
Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-7
From: Mardoqueo Hinojosa	
Subject: Ordinance 2017-04 to reduce a detention pond easement line by 66 feet on Lot 2, Bonita Homes Subdivision. (First Reading held February 14, 2017; Staffed by Planning and Code Enforcement Department.)	
Background: Owner of lot 2 of Bonita Homes Subdivision is requesting to reduce the detention pond easement of the property to develop multi-family units. The lot currently has a detention pond 141 feet in depth (length) of lot by 91 feet in width. Owner is proposing to reduce the depth (length) of the pond while excavating the area to maintain the detention requirement conditions stipulated by the subdivision plat.	
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)**:**	
Elizabeth Walker Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments:	
Staff Recommendation: Staff recommends approval contingent of survey and civil engineering plans confirming that detention requirements are met.	
Attachments, if any: Updated Submittal, Previous Request, Subdivision Plat, Ordinance 2017-04	
Responsibilities upon Approval: Staff will notify owner of outcome and will wait on Civil Engineering plans to determine	

if approval was feasible.



GM DRAFTING SERVICE	Gerardo Saenz 6120 W Exp 83 Palmview TX, 78574 956-533-4365	PLAN #	

(1)

To Whom It May Concern:
I own a 1/5 acre lot on jessy st Weslaco tx in Bonita Homes Subdivision Lot # 2

My building plan is to build a total of 3 duplex's appox 1800 sq ft. of ea. duplex

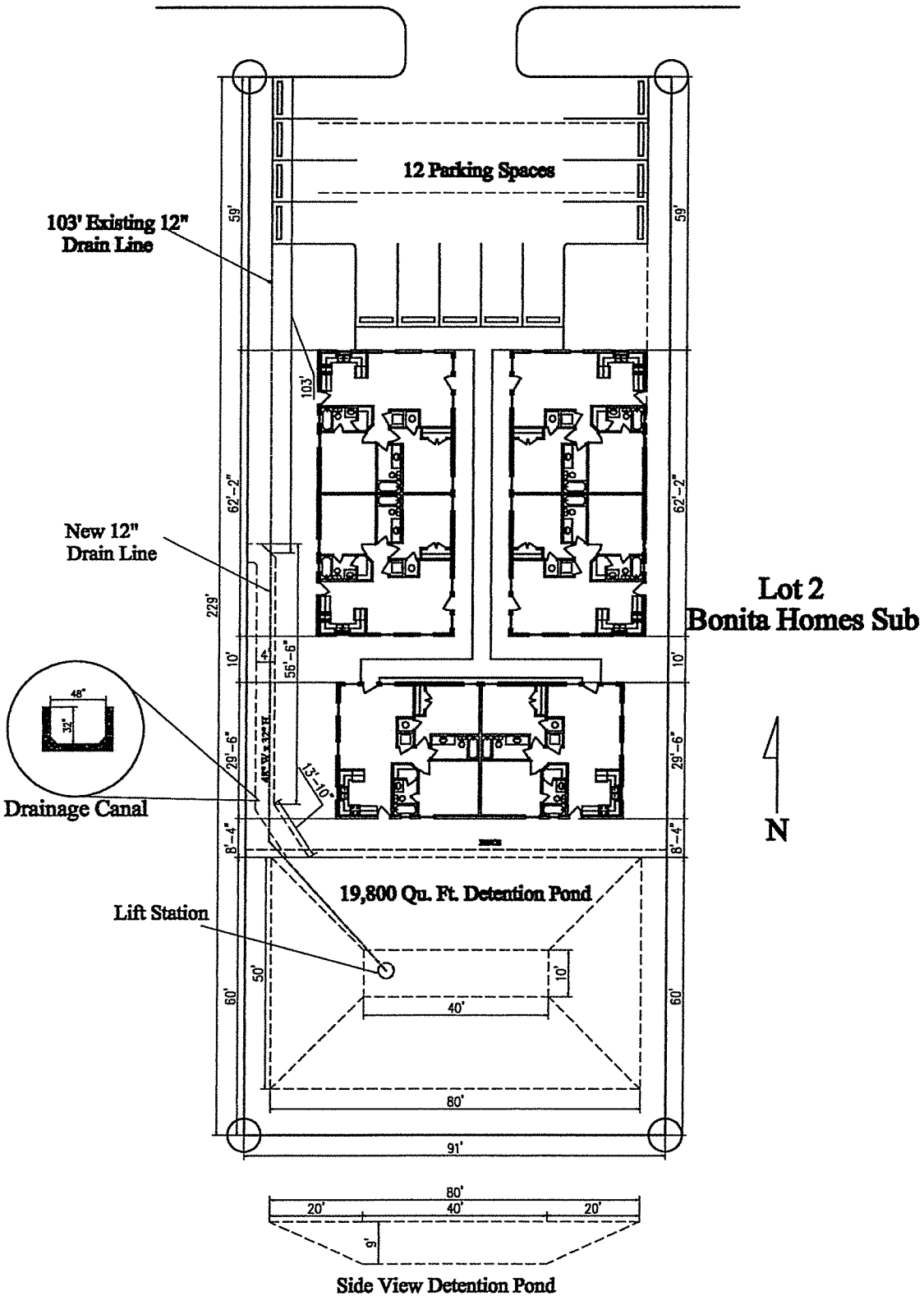
I am asking for your permission to extend the easement line south approx. 66 ft. To accommodate the third duplex of approx. 1800 sq ft. There is currently a detention pond on the south half of the lot.

My plan is to utilize the maximum area of the lot by moving the detention pond south of the total lot and to professionally land scape the pond to detain more water than required approx. 19000 qu. Ft.

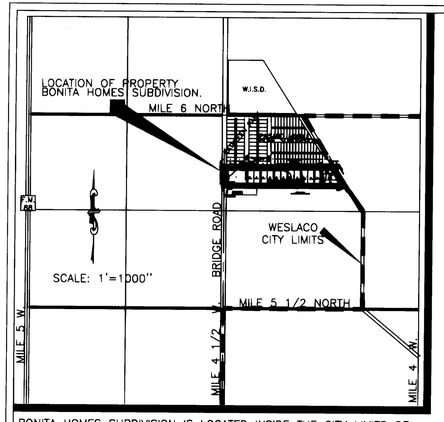
I will also build a cement drain that drains from lot # 1 going south along easement approx. 56 ft that drains into the newly designed detention.

I will also extend the 12 " PVC drain approx. 70 ft (there is an existing 12 " line that runs on the easement 103 ft.) to drain the newly designed detention to the lot front storm drain(existing)
I will also install electric lift pump to suck from the bottom of the detention and pump into the 12" line to remove all the residual water that would be left in the detention when it rains to eliminate the growth of mosquito population

Thx you for your support
Vince Ewasko 956-533-0933



GM DRAFTING SERVICE | Gerardo Saenz 6120 W Exp 83 Palmview TX 78574 | PLAN #



BONITA HOMES SUBDIVISION IS LOCATED INSIDE THE CITY LIMITS OF THE CITY OF WESLACO, ON THE EAST BRIDGE RD APPROXIMATELY 699' SOUTH FROM MILE 6 NORTH. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF PLANNING FOR THE CITY OF WESLACO, PRECINCT No. 2

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S CERTIFICATION, DEDICATION, AND ATTESTATION

I, JULIO PERALES. KNOWN AS OWNER OF 7.037 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED BONITA HOMES SUBDIVISION AND SHOWN AS BEING LOTS 2-15, HEREBY SUBDIVIDE THE LAND AS DEPICTED ON THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, PARKS, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032, AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET,
OR WILL MEET THE MINIMUM STATE REQUIREMENTS;
(B) THE ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET,
OR WILL MEET THE MINIMUM STATE STANDARDS;
(C) THE NATURAL GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET,
OR WILL MEET THE MINIMUM STATE STANDARDS;

JULIO PERALES
2623 S. BRIDGE
WESLACO TX 78596
HIDALGO COUNTY, TEXAS.

2-23-2004
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, JULIO PERALES, PERSONALLY APPEARED AND PROVED, THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE(S), TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT. FURTHERMORE, AFTER BEING DULY SWORN BY ME, HE/SHE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGE THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED. ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS THE 23 DAY OF February, 200 4 A.D.

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 1-31-2007

JOSE R. TOVAR
Notary Public, State of Texas
My Commission Expires
January 31, 2007

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S CERTIFICATION, DEDICATION, AND ATTESTATION

I FERNANDO GARCIA AS OWNER OF THE 1.783 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED BONITA HOMES SUBDIVISION AND SHOWN AS BEING LOT 1, HEREBY SUBDIVIDE THE LAND AS DEPICTED ON THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, PARKS, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032, AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET,
OR WILL MEET THE MINIMUM STATE REQUIREMENTS;
(B) THE ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET,
OR WILL MEET THE MINIMUM STATE STANDARDS;
(C) THE NATURAL GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET,
OR WILL MEET THE MINIMUM STATE STANDARDS;

FERNANDO GARCIA
301N. TEXAS BLVD.
WESLACO, TEXAS78596
HIDALGO COUNTY, TEXAS.

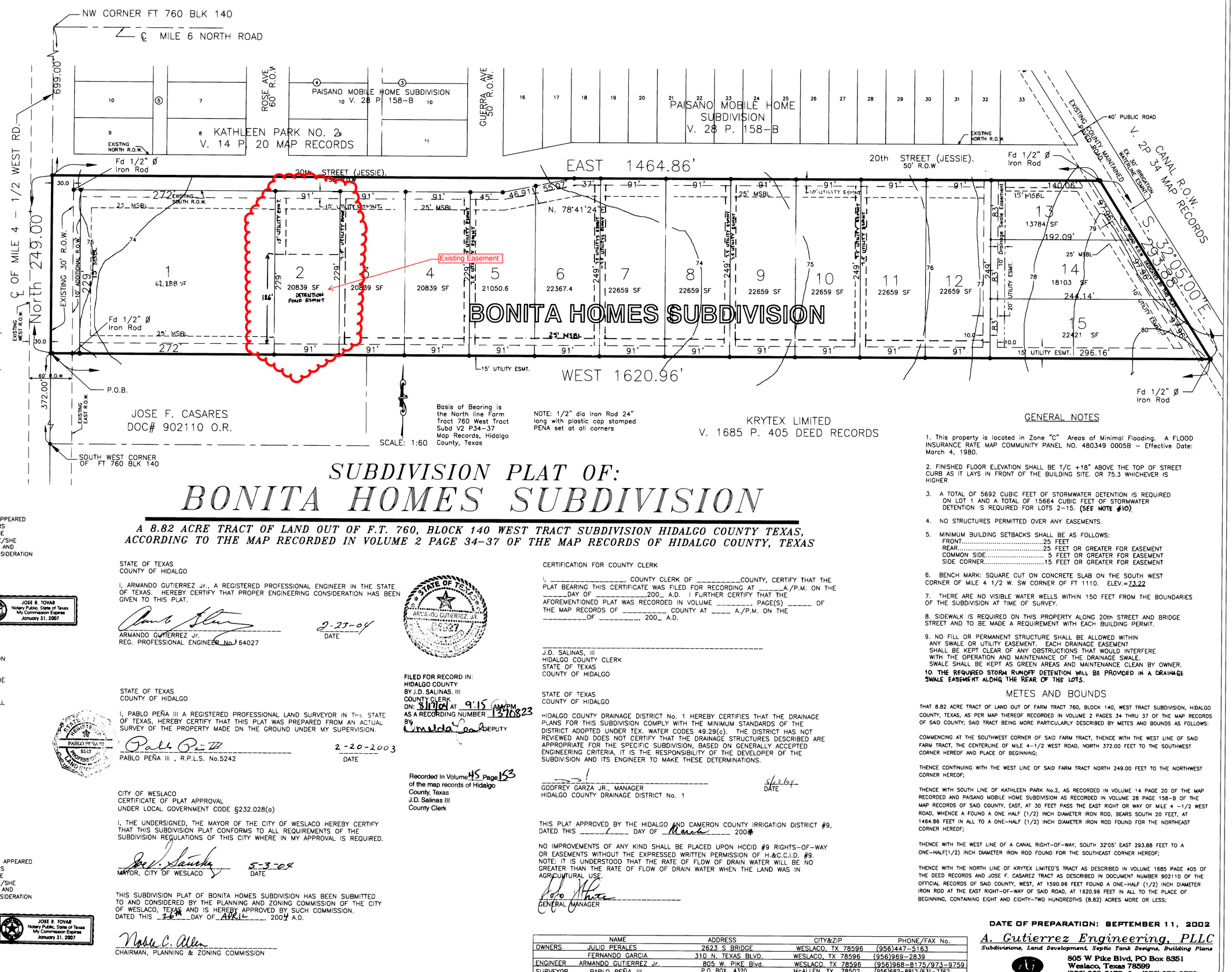
2-24-04
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, FERNANDO GARCIA PERSONALLY APPEARED AND PROVED, THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE(S), TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT. FURTHERMORE, AFTER BEING DULY SWORN BY ME, HE/SHE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGE THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED. ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS THE 24 DAY OF February, 200 4 A.D.

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 1-31-07

JOSE R. TOVAR
Notary Public, State of Texas
My Commission Expires
January 31, 2007



SCALE: 1:60

Basis of Bearing is the North line Farm Tract 760 West Tract Subd V2 P34-37 Map Records, Hidalgo County, Texas

NOTE: 1/2" dia Iron Rod 24" long with plastic cap stamped PENA set at all corners

SUBDIVISION PLAT OF:
BONITA HOMES SUBDIVISION

A 8.82 ACRE TRACT OF LAND OUT OF F.T. 760, BLOCK 140 WEST TRACT SUBDIVISION HIDALGO COUNTY TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 2 PAGE 34-37 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, ARMANDO GUTIERREZ Jr., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS. HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

ARMANDO GUTIERREZ Jr.
REG. PROFESSIONAL ENGINEER No. 64027

2-23-04
DATE

STATE OF TEXAS
ARMANDO GUTIERREZ, JR.
64027
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

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

PABLO PEÑA III , R.P.L.S. No.5242

2-20-2003
DATE

STATE OF TEXAS
REGISTERED
PABLO PEÑA III
5242
PROFESSIONAL
LAND SURVEYOR

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §232.028(a)

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

MAYOR, CITY OF WESLACO

5-3-04
DATE

THIS SUBDIVISION PLAT OF BONITA HOMES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS 26TH DAY OF APRIL, 2004 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

FILED FOR RECORD IN:
HIDALGO COUNTY
BY J.D. SALINAS, III
COUNTY CLERK
ON: 5/17/04 AT 9:15 AM/PM
AS A RECORDING NUMBER 1370823
BY Ornelda Leal DEPUTY

Recorded In Volume 45 Page 153
of the map records of Hidalgo
County, Texas
J.D. Salinas III
County Clerk

CERTIFICATION FOR COUNTY CLERK

I, _____, COUNTY CLERK OF _____COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORDING AT _____ A/P.M. ON THE _____DAY OF _____,200_ A.D. I FURTHER CERTIFY THAT THE AFOREMENTIONED PLAT WAS RECORDED IN VOLUME _____, PAGE(S) _____ OF THE MAP RECORDS OF _____ COUNTY AT _____ A./P.M. ON THE _____OF _____, 200_ A.D.

J.D. SALINAS, III
HIDALGO COUNTY CLERK
STATE OF TEXAS
COUNTY OF HIDALGO

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODES 49.29(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

GODFREY GARZA JR., MANAGER
HIDALGO COUNTY DRAINAGE DISTRICT No. 1

5/12/04
DATE

THIS PLAT APPROVED BY THE HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT #9, DATED THIS 1 DAY OF March 2004

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID #9 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H&C.C.I.D. #9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER

GENERAL NOTES

1. This property is located in Zone "C" Areas of Minimal Flooding. A FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480349 0005B – Effective Date: March 4, 1980.

2. FINISHED FLOOR ELEVATION SHALL BE T/C +18" ABOVE THE TOP OF STREET CURB AS IT LAYS IN FRONT OF THE BUILDING SITE. OR 75.3 WHICHEVER IS HIGHER

3. A TOTAL OF 5692 CUBIC FEET OF STORMWATER DETENTION IS REQUIRED ON LOT 1 AND A TOTAL OF 15664 CUBIC FEET OF STORMWATER DETENTION IS REQUIRED FOR LOTS 2-15. **(SEE NOTE #10)**

4. NO STRUCTURES PERMITTED OVER ANY EASEMENTS.

5. MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS:
FRONT.....25 FEET
REAR.....25 FEET OR GREATER FOR EASEMENT
COMMON SIDE.....5 FEET OR GREATER FOR EASEMENT
SIDE CORNER.....15 FEET OR GREATER FOR EASEMENT

6. BENCH MARK: SQUARE CUT ON CONCRETE SLAB ON THE SOUTH WEST CORNER OF MILE 4 1/2 W. SW CORNER OF FT 1110. ELEV.=73.22

7. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THE SUBDIVISION AT TIME OF SURVEY.

8. SIDEWALK IS REQUIRED ON THIS PROPERTY ALONG 20th STREET AND BRIDGE STREET AND TO BE MADE A REQUIREMENT WITH EACH BUILDING PERMIT.

9. NO FILL OR PERMANENT STRUCTURE SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENT. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF ANY OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE. SWALE SHALL BE KEPT AS GREEN AREAS AND MAINTENANCE CLEAN BY OWNER.

10. THE REQUIRED STORM RUNOFF DETENTION WILL BE PROVIDED IN A DRAINAGE SWALE EASEMENT ALONG THE REAR OF THE LOTS.

METES AND BOUNDS

THAT 8.82 ACRE TRACT OF LAND OUT OF FARM TRACT 760, BLOCK 140, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 2 PAGES 34 THRU 37 OF THE MAP RECORDS OF SAID COUNTY; SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID FARM TRACT, THENCE WITH THE WEST LINE OF SAID FARM TRACT, THE CENTERLINE OF MILE 4-1/2 WEST ROAD, NORTH 372.00 FEET TO THE SOUTHWEST CORNER HEREOF AND PLACE OF BEGINNING;

THENCE CONTINUING WITH THE WEST LINE OF SAID FARM TRACT NORTH 249.00 FEET TO THE NORTHWEST CORNER HEREOF;

THENCE WITH SOUTH LINE OF KATHLEEN PARK No.2, AS RECORDED IN VOLUME 14 PAGE 20 OF THE MAP RECORDED AND PAISANO MOBILE HOME SUBDIVISION AS RECORDED IN VOLUME 28 PAGE 158-B OF THE MAP RECORDS OF SAID COUNTY, EAST, AT 30 FEET PASS THE EAST RIGHT OR WAY OF MILE 4 -1/2 WEST ROAD, WHENCE A FOUND A ONE HALF (1/2) INCH DIAMETER IRON ROD, BEARS SOUTH 20 FEET, AT 1464.86 FEET IN ALL TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE NORTHEAST CORNER HEREOF;

THENCE WITH THE WEST LINE OF A CANAL RIGHT-OF-WAY, SOUTH 32°05' EAST 293.88 FEET TO A ONE-HALF(1/2) INCH DIAMETER IRON ROD FOUND FOR THE SOUTHEAST CORNER HEREOF;

THENCE WITH THE NORTH LINE OF KRYTEX LIMITED'S TRACT AS DESCRIBED IN VOLUME 1685 PAGE 405 OF THE DEED RECORDS AND JOSE F. CASAREZ TRACT AS DESCRIBED IN DOCUMENT NUMBER 902110 OF THE OFFICIAL RECORDS OF SAID COUNTY, WEST, AT 1590.96 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE EAST RIGHT-OF-WAY OF SAID ROAD, AT 1620.96 FEET IN ALL TO THE PLACE OF BEGINNING, CONTAINING EIGHT AND EIGHTY-TWO HUNDREDTHS (8.82) ACRES MORE OR LESS;

DATE OF PREPARATION: SEPTEMBER 11, 2002

	NAME	ADDRESS	CITY&ZIP	PHONE/FAX No.
OWNERS	JULIO PERALES	2623 S BRIDGE	WESLACO, TX 78596	(956)447-5163
	FERNANDO GARCIA	310 N. TEXAS BLVD.	WESLACO, TX 78596	(956)969-2839
ENGINEER	ARMANDO GUTIERREZ Jr.	805 W. PIKE Blvd.	WESLACO, TX 78596	(956)968-8175/973-9759
SURVEYOR	PABLO PEÑA III	P.O. BOX 4320	McALLEN, TX 78502	(956)682-8812/631-7362

A. Gutierrez Engineering, PLLC
Subdivisions, Land Development, Septic Tank Designs, Building Plans
805 W Pike Blvd, PO Box 8351
Weslaco, Texas 78599
(956) 968-8175 fax (956) 973-9759

ORDINANCE NO. 2017-04

AN ORDINANCE REDUCING THE SIZE OF 126-FOOT DETENTION POND EASEMENT ALONG THE SOUTHSIDE LOT 2, BONITA HOMES SUBDIVISION, HIDALGO COUNTY, TEXAS TO A 60 FOOT DETENTION POND EASEMENT AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I. Reducing the size of 126-foot detention pond easement along the Southside Lot 2, Bonita Homes Subdivision, Hidalgo County, Texas, to a 60-foot detention pond easement

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 14th day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of March 2017.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth Walker**, CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-749
From:	
Subject: Ordinance 2017-06, amending Ordinance 2013-26, providing for a new schedule of rates to be charged for certain meter tapping fees. (First Reading held February 21, 2017; Staffed by Finance Department.)	
Background: The water meter tapping fees have not been updated since 2011. Since then, some costs to the City to provide the meter taps have increased to amounts that are greater than what the City charges to the customer. (See estimate of costs prepared by Marcelo Cosme.) Thus the City is losing money on connections for 5/8", 1" and 1 1/2" size meter taps. My recommendation is to increase the charge for these sizes to provide a small markup that will allow the City to absorb these cost increases.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Ordinance - First Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Aida Vega Mary Barrera Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends increasing fees for 5/8" (inside/outside), 1" (inside/outside), and 1 1/2" (inside only) meter tapping fees, as presented, effective after the second publication of the ordinance. (see attached comparison)		
Attachments, if any: Meter Tap Comparison, Meter Costs - prepared by Marcelo Cosme, Ordinance 2017-06		
Responsibilities upon Approval:		

METER TAP FEES & COSTS
CURRENT

		FEES CHARGED		Profit		Margin	
Meter Tap	Total Cost	Inside	Outside	Inside	Outside	Inside	Outside
1 1/2 "	**989.46**	**890.82**	**1,336.23**	**(98.64)**	**346.77**	**-9.97%**	**35.05%**
1"	**725.63**	**514.22**	**771.32**	**(211.41)**	**45.69**	**-29.13%**	**6.30%**
5/8 "	**616.55**	**348.10**	**522.15**	**(268.45)**	**(94.40)**	**-43.54%**	**-15.31%**

PROPOSED

		FEES CHARGED		Profit		Margin	
Meter Tap	Total Cost	Inside	Outside	Inside	Outside	Inside	Outside
1 1/2 "	**989.46**	**1,187.35**	**1,336.23**	**197.89**	**346.77**	**20.00%**	**35.05%**
1"	**725.63**	**870.76**	**979.60**	**145.13**	**253.97**	**20.00%**	**35.00%**
5/8 "	**616.55**	**739.86**	**832.34**	**123.31**	**215.79**	**20.00%**	**35.00%**

Cost for 6" meter tap

Meter	$4,462.87				
tapping sleeve	$660.33				
Labor	$180.00	base on three man crew for 4 hours at $15.00 per hr.			
backhoe	$100.00	base on $25 per hr. city rate			
gate valve	$513.37				
				City limit	**outside city limit**
City cost no mark up fees	**$5,916.57**		**City's current fee**	**$ 9,345.25**	**$ 15,225.10**

Cost for 4" meter tap

Meter	$3,393.31				
tapping sleeve	$134.60				
Labor	$180.00	base on three man crew for 4 hours at $15.00 per hr.			
backhoe	$100.00	base on $25 per hr. city rate			
gate valve	$419.76				
				City limit	**outside city limit**
City cost no mark up fees	**$4,227.67**		**City's current fee**	**$6,936.71**	**$10,405.06**

Cost for 3" Meter tap

Meter	$2,217.14				
tapping sleeve	$134.60				
Labor	$180.00	base on three man crew for 4 hours at $15.00 per hr.			
backhoe	$100.00	base on $25 per hr. city rate			
gate valve	$379.45				
				City limit	**outside city limit**
City cost no mark up fees	**$3,011.19**		**City's current fee**	**$4,612.93**	**$6,919.39**

Cost for 2" Meter tap

Meter	$1,806.76				
tapping sleeve	$134.60				
Labor	$180.00	base on three man crew for 4 hours at $15.00 per hr.			
backhoe	$100.00	base on $25 per hr. city rate			
Corp stop	$156.89				
				City limit	**outside city limit**
City cost no mark up fees	**$2,378.25**		**City's current fee**	**$3,286.06**	**$4,929.09**

Cost 1 1/2 " meter tap

Meter	$539.19	
tapping sleeve	$134.60	
Labor	$180.00	base on three man crew for 4 hours at $15.00 per hr.

backhoe	$100.00	base on $25 per hr. city rate			
angle stop	$35.67				
				City limit	**outside city limit**
City cost no mark up fees	**$989.46**		**City's current fee**	**$890.82**	**$1,336.23**

Cost for 1" meter tap

Meter	$275.36				
tapping sleeve	$134.60				
Labor	$180.00	base on three man crew for 4 hours at $15.00 per hr.			
backhoe	$100.00	base on $25 per hr. city rate			
angle stop	$35.67				
				City limit	**outside city limit**
City cost no mark up fees	**$725.63**		**City's current fee**	**$514.22**	**$771.32**

Cost for 5/8 meter tap

Meter	$179.57				
tapping sleeve	$134.60				
Labor	$180.00	base on three man crew for 4 hours at $15.00 per hr.			
backhoe	$100.00	base on $25 per hr. city rate			
angle stop	$22.38				
				City limit	**outside city limit**
City cost no mark up fees	**$616.55**		**City's current fee**	**$348.10**	**$522.15**

ORDINANCE NO. 2017-06

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE 77-16, CODIFIED IN THE WESLACO CODE OF ORDINANCES AS SECTION 138.58 "WATER RATES PRESCRIBED" AND AMENDING SECTION 1 OF ORDINANCE 67-10, CODIFIED IN THE WESLACO CODE OF ORDINANCES AS SECTION 138.59 "SEWER RATES PRESCRIBED;" BY PROVIDING FOR A NEW SCHEDULE OF RATES TO BE CHARGED FOR TREATED WATER DELIVERED THROUGH THE SYSTEM OF THE WATER DEPARTMENT OF THE CITY OF WESLACO; AND PROVIDING FOR A NEW SCHEDULE OF RATES TO BE CHARGED FOR THE USE OF WASTEWATER TREATMENT FACILITIES OF THE CITY OF WESLACO; AND PROVIDING FOR AN EFFECTIVE DATE AFTER THE SECOND PUBLICATION OF THIS ORDINANCE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

SECTION 1. BE IT ORDAINED BY THE CITY OF WESLACO, TEXAS, to amend Section I of Ordinance No. 77-16, adopted on August 16, 1977, and Codified in the Weslaco Code of Ordinances as Section 138.58 and entitled *"Water Rates Prescribed",* to adopt a new schedule of rates to be charged for treated water delivered through the system of the water department of the City of Weslaco so that after Second and Final Reading of this Ordinance, Weslaco Code of Ordinances Section 138.58, will read as follows:

ARTICLE II. SERVICE CHARGES

Sec. 138.58. Water Rates Prescribed.

There are hereby established the following schedules of rates to be charged for treated water delivered through the system of the water department of the city:

Schedule A. Residential Inside City Limits

(1) Minimum monthly bill, (not including water)……..….. $15.62

Minimum monthly bill, (includes 2,000 gallons of water) if applied for by a Resident over 65 years of age, Disabled, or a Veteran ……..……..…..$10.41

(2) Charge per each 1,000 gallons or portion thereof…….……$2.71

Schedule B. Commercial Inside City Limits

(1) Minimum monthly bill (not including water):

5/8 inch or ¾ inch meter…..……. $16.26
1 inch meter…….……. $18.64
1 ½ inch meter…….……..$21.70
2 inch meter…….……..$26.25
3 inch meter…….……..$37.69
4 inch meter…….……..$52.60
6 inch meter…….……..$86.34
8 inch meter…..…….$109.65

(2) Charges per each 1,000 gallons or portion thereof:

0 to 15,000 gallons ……...$2.90
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)…….$13.87
15,002 to 30,000 gallons…… $3.23
30,000 to 35,000 gallons……...$3.26
35,000 to 35,001gallons (An addition to the base fee when this level is reached.)…….$13.43
Over 35,000 gallons..…….$3.26

Schedule C. Multi Family Inside City Limits

(1) Minimum monthly bill (not including water):

5/8 inch or ¾ inch meter…..……. $16.26
1 inch meter…….…… $17.55
1 ½ inch meter……..……..$21.70
2 inch meter…….……..$26.25
3 inch meter…….……..$37.69
4 inch meter…….……..$52.60
6 inch meter……..……..$86.34
8 inch meter…..…….$109.65

Multi Family residents whose water rates increase because of Ordinance 2013-26 affixing the rate structure for "Multi Family Inside City Limits" may request a 2% reduction of their current minimum monthly bill as assigned by the Water Rates prescribed to be "Residential Inside City Limits" from the Weslaco City Manager.

(2) Charges per each 1,000 gallons or portion thereof:

0 to 15,000 gallons ……$ 2.90
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)..……$13.87
15,002 to 30,000 gallons……..$ 3.23
30,000 to 35,000 gallons……..$ 3.26
35,000 to 35,001gallons (An addition to the base fee when this level is reached.)……...……...$13.43
Over 35,000 gallons.……$ 3.26

Schedule D. Irrigation Meters Inside City Limits

(1) Minimum monthly bill (not including water):

5/8 inch or ¾ inch meter…..……...$ 8.29
1 inch meter…….…… $11.17
1 ½ inch meter…….……..$15.32
2 inch meter…….……..$19.88
3 inch meter…….……..$31.31
4 inch meter…….……..$46.22
6 inch meter……..……..$79.97
8 inch meter…..……$103.28

(2) Charges per each 1,000 gallons or portion thereof:
0 to 10,000 gallons ……...$2.77
10,000 to 15,000 gallons…….. $2.86
Over 15,000 gallons……..$2.91

(3) Irrigation meters with no associated wastewater service will not be assessed monthly charges for wastewater service.

Schedule E. Service Provided to Customers Residing Outside of the City Limits

(1) The monthly water charges for any customer (residential, commercial, multi-family, irrigation, or other) located outside the corporate limits of the City of Weslaco shall be at the rate of 150% of the rate charged customers inside the corporate limits of the City.

Schedule F. Tapping Fees.

The following charges shall be made as tapping fees for making connections for the use of any water user (deposit and permit fees are not included):

Meter Size	Inside City	Outside City
5/8”	$739.86	$832.34
1”	$870.76	$979.60
1 ½”	$1,187.35	$1,336.23
2”	$3,286.06	$4,929.09
3”	$4,612.93	$6,919.39
4”	$6,936.71	$10,405.06

For all other size taps, the tapping charge shall be based upon the current cost of the meter, required materials, and labor therefore.

In cases where the developer has installed their own water lines, tapping saddles, corp. stop, tubing and angle stop up to the ground surface, the fees for a 5/8” meter will be $232.07 for a connection inside the city limits and $348.10 for a connection outside the city limits.

Schedule G. Fire Protection Sprinkler Fees

There shall be no additional charge per month in addition to the other charges listed in this section, for accounts with a fire protection sprinkler system.

SECTION II. BE IT FURTHER ORDAINED BY THE CITY OF WESLACO, TEXAS, to amend Section I of Ordinance No. 67-10, adopted on June 27, 1967, and codified in the Weslaco Code of Ordinances as Section 138.59 and entitled *“Sewer Rates Prescribed”,* so that after Second and Final Reading of this ordinance, Weslaco Code of Ordinances Section 138.59 will read as follows:

ARTICLE II. SERVICE CHARGES

Sec. 138.59. Wastewater Rates Prescribed.

The following rates shall be charged for use of the wastewater treatment facilities of the City of Weslaco, including storm sewer lines if used for the purpose of disposing waste or cooling water. The rates hereby established shall be applicable to all classes of customers using the city sanitary sewer system, except for industrial customers who will continue to be charged under the provisions of the industrial waste ordinance of the City of Weslaco, Ordinance No. 76-16, as amended:

(1) *Minimum Charge Inside City Limits:* The minimum monthly charge for all classes of customers using the City of Weslaco wastewater treatment facilities shall be fifteen dollars and forty-five cents ($15.45) per month. The monthly base rate will be ten dollars and thirty-one cents ($10.31) if applied for by a resident over 65 years of age, Disabled, or a Veteran.

(2) *Additional Charges for Single-Family Residential Users Inside City Limits.* In addition to the minimum charge listed above, a charge of one dollar and seventy-seven cents ($1.77) will be made for each one thousand (1,000) gallons of water used, or portion thereof, for monthly metered consumption up to 35,000 gallons.

(3) *Multifamily Residential and Mobile Homes Inside City Limits*. The charge for the use of the city wastewater treatment facility for duplexes or multifamily apartments or housing where the buildings are generally used solely for permanent or continuous living quarters and mobile home and/or recreational vehicle park owners on master meters shall be as follows:

Minimum monthly bill ……$11.81

Charges per each 1,000 gallons of metered water use, or portion thereof:
0 to 15,000 gallons……..$2.28
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)..……$10.61
15,001 to 35,000 gallons……..…$2.54
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)..……$10.27
Over 35,000 gallons……..…$2.54

(4) *Commercial Customers Inside City Limits*. Commercial customers are those customers who discharge wastewater from a private building which is not residential in nature and conduct business activities for the sole purpose of making a profit, and receive an inflow of paying customers for services rendered or the purchase of goods. All sewer accounts required to file for a sales tax number with the state comptroller's office or an employer's federal I.D. number with the Internal Revenue Service shall be deemed as commercial accounts. The charge for commercial users shall be as follows:

Minimum monthly bill ……...…$12.98

Charges per each 1,000 gallons of metered water use, or portion thereof:
0 to 15,000 gallons…….$2.61

15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)..……$12.12
15,001 to 35,000 gallons……..……..$2.91
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)..……$11.74
Over 35,000 gallons…….……..$2.91

(5) *Lawn and Landscape Irrigation*. All accounts shall be exempt from sanitary sewer charges on water metered solely for lawn and landscape irrigation.

(6) *Industrial Users*. All industrial uses, such as canning plants, packing sheds, laundries, bottling works, milk plants and other industrial users, shall be charged a rate computed under Ordinance No. 76.16, as amended.

(7) *Institutional, Etc., Users Inside City Limits*. All customers not classified as aforementioned, including institutional, religious and not-for-profit entities, shall be charged for the use of the wastewater treatment facility as follows:

Minimum monthly bill…….……$11.81

Charges per each 1,000 gallons of metered water use, or portion thereof:
0 to 15,000 gallons……..$2.28
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)..……$10.61
15,001 to 35,000 gallons……..…$2.54
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)..……$10.27
Over 35,000 gallons…….…$2.54

(8) *Commercial Laundries Inside City Limits*. Commercial customers whose principal business is the operation of a commercial laundry shall be charged for use of the city wastewater treatment facility as follows:

Minimum monthly bill…….……$12.98

Charges per each 1,000 gallons of metered water use, or portion thereof:
0 to 15,000 gallons……..$2.61
15,000 to 15,001 gallons (An addition to the base fee when this level is reached.)..……$12.12
15,001 to 35,000 gallons……..…$2.91
35,000 to 35,001 gallons (An addition to the base fee when this level is reached.)..……$11.74
Over 35,000 gallons…….…$2.91

(9) The monthly sewer charges for any customer (residential, commercial, multi-family, institutional, laundry, or other) located outside the corporate limits of the City of Weslaco shall be at the rate of 150% of the rate charged customers inside the corporate limits of the City.

SECTION III: All other provisions of Chapter 138, Article II, Section 138.58, and Section 138.59, and Ordinance 77-16, and Ordinance 67-10 shall remain in effect and are not being amended by this Ordinance.

SECTION IV: These amendments to Chapter 138, Article II, Section 138.58, and Section 138.59, shall be in effect after Second and Final Reading of this Ordinance.

PASSED AND APPROVED on first reading at regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second and final reading at regular meeting of the City Commission this 1st day of March, 2017.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker**, CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-785
From: Mardoqueo Hinojosa	

Subject:
City of Weslaco Building and Safety Codes (First Reading of Ordinances held February 21, 2017; Staffed by Planning & Code Enforcement Department.)

1. Ordinance 2017-07 the 2015 Edition of the International Building Code Property and Maintenance Standards for the regulation and governing of conditions and maintenance of all property, including the condemnation and demolition of structures unfit for human occupancy and providing for the issuance of permits and collection of fees.

2. Ordinance 2017-08 the 2015 Edition of the International Existing Building Code for the regulation and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings and providing for the issuance of permits and collection of fees.

3. Ordinance 2017-09 the 2015 Edition of the International Residential Code for the regulation and governing of construction, replacements, repairs and demolition of detached one and two family dwellings and multiple single family dwellings; providing for the issuance of permits and collection of fees.

5. Ordinance 2017-11 the 2015 Edition of the International Fire Code for the regulation and governing the safeguarding of life and property from fire and explosion hazards and from conditions hazardous to life or property in the occupancy of buildings and premises and providing for the issuance of permits and collection of fees.

6. Ordinance 2017-12 the 2015 Edition of the International Plumbing Code for the regulation and governing of design, construction, quality, installation, relocation, etc.; use or maintenance of plumbing systems; and providing for the issuance of permits and collection of fees.

7. Ordinance 2017-13 the 2015 Edition of the International Mechanical Code for the regulation and governing of design, construction, quality, installation, relocation, etc.; use or maintenance of mechanical systems; and providing for the issuance of permits and collection of fees.

8. Ordinance 2017-14 the 2015 Edition of the International Fuel Gas Code for the regulation and governing of fuel gas systems and gas-fired appliances and providing for the issuance of permits and collection of fees.

9. Ordinance 2017-15 the 2015 edition of NFPA Life Safety Code 101 relating to construction and to maintenance of buildings and public safety, health and general welfare; and providing for the issuance of permits and collection of fees.

10. Ordinance 2017-16 the 2015 Edition of the International Swimming Pool and Spa Code governing of design, construction, alteration, movement, renovation, replacement, repair and maintenance of swimming pools, spas, hot tubs, aquatic facilities and related equipment; and providing for the issuance of permits and collection of fees.

11. Ordinance 2017-17 the 2014 National Electrical Code as the Electrical Code of the City, repealing any previous editions.

Background:
House Bill 1736 (Attached) has mandated the adoption of the latest International Energy Conservation Code. The City is currently operating under the 2012 Edition of the International Building codes and is seeking to adopt, not only the 2015 International Energy Conservation Code, but all the 2015 building related codes, the National Fire Protection Association (NFPA) 101 and 2014 National Electrical Code (State mandated).

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)**:**
Board of Adjustment & Appeals- Building Codes on January 18, 2017 recommends adoption of proposed ordinances effective immediately.

Elizabeth Walker	Created/Initiated
Mardoqueo Hinojosa	Approved
Mike Perez	Final Approval

City Manager Comments:

Staff Recommendation:

Staff recommends approval of the proposed ordinance with a effective date of 90 days after approval on final reading.

Attachments, if any:
House Bill 1736, IBC Changes, Ordinance 2017-07 2015 edition bldg code, Ordinance 2017-08 adopting the 2015 existing bldg code, Ordinance 2017-09 adopting the 2015 residential code, IRC Appendix, Ordinance 2017-11 adopting the 2015 fire code, Ordinance 2017-12 adopting the 2015 plumbing code, Ordinance 2017-13 adopting the 2015 mechincal code, Ordinance 2017-14 adopting the 2015 fuel gas code,

Ordinance 2017-15 adopting the 2015 NFPA life safety code 101-, Ordinance 2017-16 adopting the 2015 swimming pool spa code, Ordinance 2017-17 electrical code
Responsibilities upon Approval: Planning & Code Enforcement staff will work with contractors to ensure a smooth transition from the 2012 codes to the 2015 Codes. Training has been set up for March 28 and 29 for code changes at City Hall.

84R8073 JXC-F

By: Villalba H.B. No. 1736

A BILL TO BE ENTITLED
AN ACT

relating to building energy efficiency performance standards; establishing the Building Energy Efficiency Advisory Committee.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 388.003(b-1), Health and Safety Code, as added by Chapter 939 (H.B. 3693), Acts of the 80th Legislature, Regular Session, 2007, is amended to read as follows:

(b-1) The [~~If the~~] State Energy Conservation Office may adopt and substitute for the energy codes described by Subsection (a) or (b) [~~determines, based on written recommendations from the laboratory, that the energy efficiency provisions of~~] the latest published edition [~~editions~~] of the International Residential Code energy efficiency provisions or the latest published edition of the International Energy Conservation Code, based on written findings from the laboratory on the stringency of the editions and comments and recommendations from the Building Energy Efficiency Advisory Committee [~~for residential or commercial energy efficiency and air quality are equivalent to or more stringent than the provisions of editions adopted under Subsection (a) or (b), the office by rule may adopt and substitute in the energy code the equivalent or more stringent editions for of the initial editions described by Subsection (a) or (b)~~]. The [~~If the State Energy Conservation Office adopts the latest published editions of the International Residential Code or the International Energy Conservation Code into the energy code, the~~] office:

(1) may not adopt an edition under this subsection more often than once every six years; and

(2) shall establish by rule an effective date for an adopted edition [~~the new editions~~] that is not earlier than nine months after the date of adoption. [~~The laboratory shall submit recommendations concerning the latest published editions of the International Residential Code or the International Energy Conservation Code not later than six months after publication of new editions.~~]

SECTION 2. Section 388.003, Health and Safety Code, is amended by amending Subsections (b-3) and (i) and adding Subsection (b-4) to read as follows:

(b-3) The [~~In developing written recommendations under Subsection (b-1), the~~] laboratory shall:

(1) submit findings on the stringency of the latest published edition of the International Residential Code energy efficiency provisions and of the International Energy Conservation Code to the State Energy Conservation Office not later than six months after publication of a new edition; and

(2) in developing the findings, consider the comments submitted under Subsection (b-2) and the comments and recommendations of the Building Energy Efficiency Advisory Committee on the latest published editions.

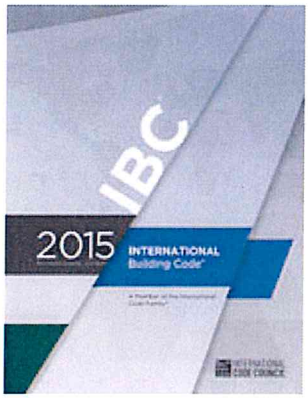
(b-4) The State Energy Conservation Office may amend or establish an energy rating index that is used to measure compliance in a voluntary compliance path of an energy code edition before adopting the edition under Subsection (b-1). The office may adopt an energy rating index for each climate zone in this state.

(i) A local amendment adopted under Subsection (d) may not

What's New in the 2015 I-Codes?

Key Changes include:

2015 IBC®



An automatic sprinkler system is required within a building when the roof is used for A-2 assembly occupancy with an occupant load exceeding 100 or for other assembly uses exceeding 300.

Carbon monoxide alarm provisions have been relocated, reformatted and revised.

More detailed scoping requirements for recreational facilities are included within the new Section 1110.

A modification allows egress through an elevator lobby when access to at least one exit is available without passing through the lobby.

Group E occupancies and emergency responder facilities located in 'tornado alley' are required to have storm shelters. Storm shelters provided for other occupancies and in other areas of the country are voluntary. However, all storm shelter must comply with ICC 500.

A definition for Cross-Laminated Timber (CLT) was added to Chapter 2, and the ANSI/APA PRG 320-2011 product manufacturing standard is referenced in Chapter 23 and added to Chapter 35.

New code sections were added covering rooftop mounted photovoltaic solar panels.

"Vegetative roof" is defined in Section 202 to be consistent with the definition in the IgCC™ and ASTM D1079. A reference to ASTM E 2397 was added for determining soil loads on vegetative roofs.

Chapter 34 on existing buildings has been deleted and a reference to the IEBC replaces the chapter. All provisions previously in Chapter 34 may be found in the IEBC.

2015 IRC®

Common walls separating townhouses must now be rated for 2 hours when an automatic fire sprinkler system is not installed.

Remodeling of an existing basement does not trigger the emergency escape and rescue opening requirements unless a new bedroom is created.

Ramps that do not serve the required egress door are now permitted to have a slope not greater than 1 unit vertical in 8 units horizontal.

Carbon monoxide alarms now require connection to the house wiring system with battery backup. A carbon monoxide alarm is required in bedrooms when there is a fuel-fired appliance in the bedroom or adjoining bathroom.

Revised lumber capacities have changed the span lengths for floor joists, ceiling joists and rafters in the prescriptive tables of the IRC.

New sections and tables provide prescriptive methods for posts, beams, joists and connections in deck construction.

The girder and header span tables of Chapter 5 have been moved into Chapter 6. Multi-ply and single header tables are combined. A new section describing rim board headers is added.

2015 IFC®

Decorative material requirements were revised to be more comprehensive and provide more details for healthcare occupancies.

Section 910 was heavily revised to address overall smoke removal. Mechanical smoke removal requirements have been revised and clarified.

CO alarm requirements have been heavily revised make the installation requirements clearer and relocated by F360-13. Educational occupancies were added as regulated occupancies.

Limited area sprinklers requirements were revised to be more comprehensive.

A new IFC (and IBC) Section 915 replaces and greatly expands upon former Section 908.7 on Carbon Monoxide detection and alarm requirements.

2015 IPC®

Public toilet facilities are not required for occupancies that have limited areas for public access.

Water temperature limiting devices are required for footbaths and head shampoo sinks.

In a replacement water heater installation situation when a nearby drain point is unavailable for the required pan, a code modification allows the pan to be used without a drain line.

Fixtures such as water closets and urinals that utilize nonpotable water must be identified with words and a symbol that nonpotable water is being used. The color purple is established for identifying distribution piping conveying nonpotable water.

The application of a primer to drain, waste and vent PVC pipe and fittings prior to solvent cementing is not required for 4-inch pipe size and smaller.

2015 IMC®

Condensate pumps located in uninhabitable spaces and used with condensing fuel-fired appliances and cooling equipment must be connected to the appliance or equipment to prevent water damage if the pump fails.

The ventilation system for enclosed parking garages must operate continuously or be automatically controlled for intermittent operation utilizing both carbon monoxide and nitrogen dioxide detectors.

New text recognizes the use of dryer exhaust duct power ventilators (DEDPV) for installations that exceed the allowable exhaust duct length for clothes dryers.

New text regulates the design and construction of exhaust shafts that serve domestic kitchen exhaust systems in multi-story buildings.

2015 IFGC®

The section on protection of piping has been completely rewritten.

Line regulators installed in rigid piping must have a union installed to allow removal of the regulator.

Specific installation requirements were added for the safe installation of ANSI Z21.69 connectors for commercial cooking appliances.

New text recognizes the use of dryer exhaust duct power ventilators (DEDPV) for installations that exceed the allowable exhaust duct length for clothes dryers.

2015 IECC®

Climate-appropriate alternative added for buildings located in Tropical Zones.

In the residential provisions, the inclusion of the Energy Rating Index Compliance Alternative as another compliance path adds more flexibility to the IECC.

Separate Chapters dealing with existing buildings were created in both IECC-Commercial and Residential Provisions.

2015 IEBC®

Requirements related to the addition of sleeping units and dwelling units as they relate to the requirements for Accessible units, Type A units and Type B units have been moved to Chapter 11 on Additions.

The different levels of change of occupancy as addressed in Chapter 10 are clarified.

2015 ISPSC™

The term "pool and spa" replaces "aquatic vessel" throughout the code. This change eliminates confusion and deletes an unnecessary definition.

Fall protection guards for springboards that are greater than 5 feet (1.5 meters) above a pool deck are now required. The guards will significantly reduce injuries from falls from high springboards.

Public pools are now required to have signage indicating how to reach emergency services by phone.

ORDINANCE NO. 2017-07

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODE, REGULATING AND GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; AND THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE AND THE DEMOLITION OF SUCH STRUCTURES IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO as follows:

SECTION 1. That a certain document is on file in the office of the Building Official, being marked and designated as the International Building Code, 2015 edition, including all Appendix Chapters as published by the International Code Council, Inc., be and is hereby adopted as the Building Code of the City of WESLACO, in the State of Texas; for the control of building and structures as herein provided; and each and all the regulations, provisions, penalties, conditions and terms of said Building Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:
§E101.1 …….. City of WESLACO
§1612.3 ….…. City of WESLACO
§1612.3 …….. September 1979
§F907.2.3 Group E….. A manual fire alarm system that activates the occupant notification system in accordance with section 907.5 shall be installed in Group E occupancies. Smoke alarms shall be installed in educational occupancies, including but not limited to, day care centers, elementary and secondary schools, and all portable buildings. These devices shall be installed in accordance with the rules for partial smoke detection systems, except that day care centers require additional protection in every room in which children sleep. Smoke alarms shall be listed and meet the installation requirements of NFPA 72.
§114.4.1……Violations penalties. Any person who violates a provision of this code, fails to complies with an of the requirements thereof, or erects, installs, alters, or repairs

work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more, two thousand dollars ($2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.
§115.2.1……Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to given written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars ($2000.00) or more than ten thousand dollars ($10,000.00).

SECTION 3. Be It Further Ordained by the City of WESLACO Ordinance No. 2013-10 entitled International Building Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance or in the Building Code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of WESLACO hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the Building Code hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of March, 2017

CITY OF WESLACO

_____
David Suarez, MAYOR

ATTEST:

_____
Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

_____
Juan Gonzalez, CITY ATTORNEY

ORDINANCE NO. 2017-08

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE, REGULATING AND GOVERNING THE REPAIR, ALTERATION, CHANGE OF OCCUPANCY, ADDITION AND RELOCATION OF EXISTING BUILDINGS, INCLUDING HISTORIC BUILDINGS, IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO AS FOLLOWS:

SECTION 1. That a certain document is on file in the office of the Building Official and the City of Weslaco, being marked and designated as the International Existing Building Code, 2015 edition, including the appendix as published by the International Code Council, Inc., be and is hereby adopted as the Existing Building Code of the City of Weslaco, in the State of Texas, for regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings, as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Existing Building Code, 2015 edition, on file in the office of the Building Official are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:
Section 101.1 …….. City of Weslaco
Section 1401.2…….{Effective Date}
§113.4.1……Violations penalties. Any person who violates a provision of this code, fails to complies with an of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more, two thousand dollars ($2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.
§114.2.1……Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to given written notice prior to

stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars ($2000.00) or more than ten thousand dollars ($10,000.00).

SECTION 3. Be It Further Ordained by the City of Weslaco Ordinance No. 2013-11 entitled International Existing Building Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of March, 2017.

CITY OF WESLACO

_____

David Suarez, MAYOR

ATTEST:

_____
Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

_____
Juan Gonzalez, CITY ATTORNEY

ORDINANCE NO. 2017-09

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE, REGULATING AND GOVERNING CONSTRUCTION, ALTERATION, MOVEMENT, ENLARGEMENT, REPLACEMENT, REPAIR, EQUIPMENT, LOCATION, REMOVAL AND DEMOLITION OF DETACHED ONE AND TWO FAMILY DEWELLINGS AND MULTIPLE SINGLE FAMILY DWELLINGS (TOWNHOUSES) NOT MORE THAN THREE STORIES IN HEIGHT WITH SEPARATE MEANS OF EGRESS IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO the following:

SECTION 1. That a certain documents is on file in the office of the Building Official and the City of Weslaco, being marked and designated as the International Residential Code, 2015 edition, excluding section P2904, but including all other appendix chapters as published by the International Code Council and is hereby adopted as the Residential Code of the City of Weslaco, in the State of Texas regulating and governing construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with separate means of egress in the City of Weslaco; providing for the issuance of permits and collection of fees therefore; and each and all the regulations, provisions, penalties, conditions and terms of said Residential Code, 2015 edition, on file in the office of the Building Official are hereby referred to, adopted and made part hereof as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:
§ R101.1 …….. City of Weslaco
Table R301.2 (1) ….Attached as Appendix A
§ P2603.5.1…..six, twelve
§ 14-291……Residential construction *code*. With the following additions, deletions and revisions, the International Residential Code for One- and Two-Family Dwellings, 2015 Edition (including Appendix E, Manufactured Housing Used as Dwellings, Appendix H, Patio Covers, Appendix J Existing Building and Structures, (see International Residential Code Section R102.5, 2015 Edition)), as published by the International Code Council, a copy of which, authenticated by the signatures of the Mayor and City

Secretary of the City of Weslaco, made public record by this section, and on file in the city secretary's office, is incorporated by reference and adopted as the Residential Construction Code for the City of Weslaco:

Section R112 of the International Residential Code is deleted. Refer to Section 14-206 Technical Construction Boards for details on the establishment, duties and powers, and appeals process of the building *code* board of appeals, electrical advisory board, and mechanical/plumbing advisory board.

§ R313.1.....Townhouse automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in townhouses only when three (3) or more attached dwelling units are constructed and transient uses (occupancies less than thirty (30) days) are allowed.

Exception: An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

§ R313.1.1.....Design and installation. Automatic residential fire sprinkler systems for townhouses shall be designed and installed in accordance with Sections P2904 or NFPA 13D.

§ R313.2.....One- and Two-Family Dwellings automatic fire systems of the International Residential Code is deleted.

§ P2503.8.1.....Testing and certification of backflow devices. The owner of any reduced pressure principle backflow preventer, double check-valve assembly backflow preventer, double-detector check-valve assembly backflow preventer, or pressure-type vacuum breaker assembly backflow preventer must have the backflow device tested and certificated by a Backflow Prevention Assembly Tester before a backflow preventer is placed in service and annually thereafter to ensure its proper operation. The Backflow Prevention Assembly Tester must file a copy of the initial and each annual certification with the building official within ten (10) days of the testing.

§ P2503.8.2.....Failure to report test result. Upon the failure to report the result of the required test of the backflow prevention device, the City Manager, or designee, may authorize the stoppage of the supply of water to the service address. The water may not be restored, except upon provision of the report of the required test.

§ P2503.8.3.....Testing. Residential irrigation backflow prevention assemblies shall be tested at least once every three (3) years. Reduced pressure principle backflow preventers, double check valve assemblies, double-detector check valve assemblies and pressure vacuum breaker assemblies that are not part of a residential irrigation system shall be tested at the time of installation, immediately after repairs or relocation and at least annually.

§ P2504.1.....General. Toilet facilities shall be provided for construction workers and maintained in a sanitary condition. Construction worker toilet facilities of the non-sewer type shall conform to ANSI Z4.3.

§ P2504.2.....Location. Toilet facilities shall be provided for construction workers at each construction site.

a) The same builder can share one (1) toilet facility with three (3) construction projects on which he/she is permit applicant.

b) The construction projects must be within two hundred (200) feet of each other to share a toilet facility.
c) Each building permit applicant must have a toilet facility for his/her own project.

§ ……Violations penalties. Any person who violates a provision of this code, fails to complies with an of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more, two thousand dollars ($2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§ ……Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to given written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars ($2000.00) or more than ten thousand dollars ($10,000.00).

SECTION 3. Be It Further Ordained by the City of Weslaco Ordinance No. 2013-12 entitled International Residential Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of March, 2017.

CITY OF WESLACO

_____
David Suarez, MAYOR

ATTEST:

_____
Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

_____
Juan Gonzalez, CITY ATTORNEY

APPENDIX A

Table R301.2(1)
CLIMATIC AND GEOGRAPHIC DSIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP[e]	ICE BARRIER UNDERLAYMENT REQUIRED[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEX[i]	MEAN ANNUAL TEMP[j]
	Speed[d] (mph)	Topograhic effects[k]	Special Wind Region[l]	Wind-borne debris zone[m]		Weathering[a]	Frost line depth[b]	Termite[c]					

ORDINANCE NO. 2017-11

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE, REGULATING AND GOVERNING THE SAFEGUARDING OF LIFE AND PROPERTY FROM FIRE AND EXPLOSION HAZARDS ARISING FROM THE STORAGE, HANDLING AND USE OF HAZARDOUS SUBSTANCES, MATERIALS AND DEVICES, AND FROM CONDITIONS HAZARDOUS TO LIFE OR PROPERTY IN THE OCCUPANCY OF BUILDINGS AND PREMISES IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COUNCIL OF WESLACO the following:

SECTION 1. That a certain document is on file in the office of the Building Official and the City of Weslaco, being marked and designated as the International Fire Code, 2015 edition, including all Appendix Chapters as published by the International Code Council and is hereby adopted as the International Fire Code of the City of Weslaco, in the State of Texas for regulating and governing the safeguarding of life and property from fire hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises; and providing for the issuance of permits and collection fees therefore; and each and all the regulations, provisions, penalties, conditions and terms of said Fire Code, in the office of the Building Official are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:
§ F101.1 …….. City of Weslaco
§ F109.4……Violations penalties. Any person who violates a provision of this code, fails to complies with an of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more, two thousand dollars ($2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.
§ 111.4.1……Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an

emergency exists, the code official shall not be required to given written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars ($2000.00) or more than ten thousand dollars ($10,000.00).

SECTION 3. That the limits in referred to in certain sections of the 2015 International Fire Code are hereby established as follows:

§F3204.3.1.1 (limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited):

§F3404.2.9.5.2 (limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): City of Weslaco

§3406.2.4.4 (limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited): City of Weslaco
§3804.2 (limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): City of Weslaco

SECTION 4. Be It Further Ordained By The City of Weslaco that Ordinance No. 2013-14 entitled International Fire Code Ordinance, and all other ordinances in conflict herewith are herby repealed in that respect only.

SECTION 5. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of March, 2017.

CITY OF WESLACO

_____
David Suarez, MAYOR

ATTEST:

_____
Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

_____
Juan Gonzalez, CITY ATTORNEY

ORDINANCE NO. 2017-12

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL PLUMBING CODE, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, ERECTION, INSTALLATION, ALTERATION, REPAIR, LOCATION, RELOCATION, REPLACEMENT, ADDITION TO, USE OR MAINTENANCE OF PLUMBING SYSTEMS IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO as follows:

SECTION 1. That a certain document is on file in the office of the Building Official and the City of Weslaco, being marked and designated as the International Plumbing Code, 2015 edition, including all appendix chapters as published by the International Code Council, be and is hereby adopted as the Plumbing Code of the City of Weslaco, in the State of Texas regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of the plumbing systems as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Plumbing Code, 2015 edition, on file in the office of the Building Official are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:
§ P101.1 …….. City of Weslaco
§ P106.6.2. ….. City of Weslaco Master Fee Schedule
§ P106.6.3……. fifty, ninety
§ P108.4…… Violations penalties. Any person who violates a provision of this code, fails to complies with an of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more, two thousand dollars ($2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.
§ P108.5…… Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to given written notice prior to stopping the work. Any person who shall continue

any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars ($2000.00) or more than ten thousand dollars ($10,000.00).

§ P305.4.1…….six, six

§ P312.10…….Inspection and testing of backflow prevention assemblies. Inspection and testing shall comply with Section 312.10.1.

§ P312.10.1…….Inspection and Testing. Residential irrigation backflow prevention assemblies shall be tested at least once every three years. Reduced pressure principle backflow preventer assemblies, double check-valve assemblies, pressure vacuum breaker assemblies, reduced pressure detector fire protection backflow prevention assemblies, double check detector fire protection backflow prevention assemblies, and spill proof vacuum breakers that are not part of a residential irrigation system shall be tested at the time of installation, immediately after repairs or relocation and at least annually. All testing and certification shall be performed by a state-licensed Backflow Prevention Assembly Tester. The Backflow Prevention Assembly Tester must file an original copy of the initial test certification and each annual certification with the water purveyor within ten (10) days of the testing. The testing procedure shall be performed in accordance with one (1) of the following standards: ASSE 5013, ASSE 5015, ASSE 5020, ASSE 5047, ASSE 5048, ASSE 5052, ASSE 5056, CSA B64.10 or CSA B64.10.1.

§ P608.14 …….Location of backflow preventers. Access shall be provided to backflow preventers as specified by the installation instructions of the approved manufacturer. If needed, additional access and clearance must be provided to allow for the required testing, maintenance, and repair. Access and clearance must require a minimum of one (1) foot (305 mm) between the lowest portion of the assembly and grade, floor, or platform. Installations elevated more than five (5) feet (1.53 m) above the floor or grade, measured from the center line of the valve, must be provided with a permanent platform capable of supporting five hundred (500) pounds and provide mechanical support.

§ P608.16.4…….Connections to automatic fire sprinkler systems and standpipe systems. The potable water supply to automatic fire sprinkler and standpipe systems shall be protected against backflow by a double check detector assembly or a reduced pressure principle detector backflow preventer.

§ P608.16.5…….Connections to lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by a pressure-type vacuum breaker or a reduced pressure principle backflow preventer. A double check valve shall not be used. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

SECTION 3. Be It Further Ordained by the City of Weslaco Ordinance No. 2013-15 entitled International Plumbing Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of March, 2017

CITY OF WESLACO

_____
David Suarez, MAYOR

ATTEST:

_____
Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

_____
Juan Gonzalez, CITY ATTORNEY

ORDINANCE NO. 2017-13

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL MECHANICAL CODE, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, ERECTION, INSTALLATION, ALTERATION, REPAIR, LOCATION, RELOCATION, REPLACEMENT, ADDITION TO, USE OR MAINTENANCE OF MECHANICAL SYSTEMS IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO as follows:

SECTION 1. That a certain document is on file in the office of the Building Official and the City of Weslaco, being marked and designated as the International Mechanical Code, 2015 edition, including all Appendix Chapters as published by the International Code Council, Inc., be and is hereby adopted as the Mechanical Code of the City of Weslaco, in the State of Texas regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of the mechanical systems in the City of Weslaco and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Mechanical Code, 2015 edition on file in the office of the City of Weslaco are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:
§ M101.1 …….. City of Weslaco
§ M106.5.2. ….. City of Weslaco Master Fee Schedule
§ M106.5.3……. fifty, ninety
§ M108.1 through 108.4.1…… Violations penalties. Any person who violates a provision of this code, fails to complies with an of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more, two thousand dollars ($2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§ P108.5.1……Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the

property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to given written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars ($2000.00) or more than ten thousand dollars ($10,000.00).

SECTION 3. Be It Further Ordained by The City of Weslaco Ordinance No. 2013-16 entitled International Mechanical Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of March, 2017.

CITY OF WESLACO

_____
David Suarez, MAYOR

ATTEST:

_____
Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

_____
Juan Gonzalez, CITY ATTORNEY

ORDINANCE NO. 2017-14

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL FUEL GAS CODE, REGULATING AND GOVERNING FUEL GAS SYSTEMS AND GAS-FIRED APPLIANCES IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO as follows:

SECTION 1. That a certain document is on file in the office of the Building Official and the City of Weslaco, being marked and designated as the International Fuel Gas Code, 2015 edition, including all Appendix Chapters, as published by the International Code Council, Inc., be and is hereby adopted as the Fuel Gas Code of the City of Weslaco, in the State of Texas; for regulating and governing fuel gas systems and gas-fired appliances as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fuel Gas Code on file in the office of the Building Official are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:
§ FG101.1 …….. City of Weslaco
§ FG106.6.2……Master Fee Schedule
§ FG106.6.3……fifty, ninety
§ FG108.4.1……Violations penalties. Any person who violates a provision of this code, fails to complies with an of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more, two thousand dollars ($2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.
§ FG108.5.1……Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to given written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars ($2000.00) or more than ten thousand dollars ($10,000.00).

SECTION 3. Be It Further Ordained by the City of Weslaco that Ordinance No. 2013-17 entitled International Fuel Gas Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of March, 2017.

CITY OF WESLACO

_____
David Suarez, MAYOR

ATTEST:

_____
Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

_____
Juan Gonzalez, CITY ATTORNEY

ORDINANCE NO. 2017-15

AN ORDINANCE TO ADOPT **NFPA** LIFE SAFETY CODE 101-2015 EDITION RELATING TO INSPECTION ACTIVITIES OF WESLACO, HIDALGO COUNTY, TEXAS AND ENFORCEMENT OF BUILDING PROVISIONS AS PROVIDED IN SAID CODES.

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

SECTION 1: WHEREAS, it is the desire of the Weslaco City Commission to adopt, in all respect, the various Standard Codes relating to building, structures and fire prevention, and

WHEREAS, the adoption of these Codes is done to facilitate proper inspection activities by Weslaco, Hidalgo County, Texas relating to construction and to maintenance of buildings within said Weslaco, Hidalgo County, Texas and relating to public safety, health and general welfare;

NOW, THEREFORE, BE IT ORDAINED BY the Weslaco City Commission that the following code is hereby adopted by reference as though they were copied herein fully;

N.F.P.A. Life Safety Code 101- 2015 Edition

SECTION 2: BE IT FURTHER ORDAINED BY the Weslaco City Commission that any matters in said Code which are contrary to existing Ordinance of Weslaco, Hidalgo County, Texas, shall prevail and that Ordinance No. 2000-04, entitled National Fire Protection Association-1997 Edition of Life Safety Code 101. is hereby repealed and, to that extend any existing Ordinance to the contrary are hereby repealed in that respect only.

SECTION 3: BE IT FURTHER ORDAINED the within said code, when reference is made to the duties of a certain official named therein, that designated official of Weslaco, Hidalgo County, Texas, who has duties corresponding to those of the named official in said Code shall be deemed to be responsible official insofar as enforcing the provision of said Code are concerned.

SECTION 4: BE IT FURTHER ORDAINED that this Ordinance shall take effect and be in force 90 days from and after its passage, the public welfare requiring it.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of March, 2017.

CITY OF WESLACO

_____
David Suarez, MAYOR

ATTEST:

_____
Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

_____
Juan Gonzalez, CITY ATTORNEY

ORDINANCE NO. 2017-16

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, ALTERATION, MOVEMENT, RENOVATION, REPLACEMENT, REPAIR AND MAINTENANCE OF SWIMMING POOLS, SPAS, HOT TUBS, AQUATIC FACILITIES AND RELATED EQUIPMENT IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COMMISSION OF WESLACO as follows:

Section 1. That a certain document is on file in the office of the Building Official of City of Weslaco, being marked and designated as the *International Swimming Pool and Spa Code*, 2015 edition, as published by the International Code Council, be and is hereby adopted as the Pool and Spa Code of the City of Weslaco, in the State of Texas; regulating and governing the design, construction, alteration, movement, renovation, replacement, repair and maintenance of swimming pools, spas, hot tubs, aquatic facilities and related equipment as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Pool and Spa Code on file in the office of the Building Official are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:
§ SPS101.1 …….. City of Weslaco
§ SPS105.6.2……Master Fee Schedule
§ SPS105.6.3……fifty, ninety
§ SPS107.4…… Violations penalties. Any person who violates a provision of this code, fails to complies with an of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more, two thousand dollars ($2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.
§ SPS107.5……Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to given written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars ($2000.00) or more than ten thousand dollars ($10,000.00).

SECTION 3. Be It Further Ordained by The City of Weslaco that Ordinance No. 2013-19 entitled International Swimming Pool and SPA Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 14th day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of March, 2017.

CITY OF WESLACO

_____
David Suarez, MAYOR

ATTEST:

_____
Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

_____
Juan Gonzalez, CITY ATTORNEY

ORDINANCE NO. 2017-17

AN ORDINANCE REPEALING THE 2011 EDITION OF THE NATIONAL ELECTRICAL CODE AND ADOPTINGTHE 2014 NATIONAL ELECTRICAL CODE AS THE ELECTRICAL CODE OF THE CITY OF WESLACO, AND REPEALING OTHER ORDIANCES OR PARTS THEREOF IN CONFLICT THEREWITH.

BE IT ORDANINED BY THE CITY COMMISSION OF WESLACO as Follows:

Section 1: The 2011 Edition of the National Electrical Code is hereby repealed and the 2014 Edition of the National Electrical Code is hereby adopted as the Electrical Code of the City of Weslaco

Section 2: The following sections are hereby revised:
§90.4.1……Violations penalties. Any person who violates a provision of this code, fails to complies with an of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more, two thousand dollars ($2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.
§90.4.2……Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to given written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars ($2000.00) or more than ten thousand dollars ($10,000.00).

Section 3: All ordinances or parts thereof in conflict herewith shall be and they are hereby repealed

Section 4. Be It Further Ordained by the City of WESLACO Ordinance No. 2013-20 entitled National Electrical Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

Section 5. That if any section, subsection, sentence, clause or phrase of this ordinance or in the Building Code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of

WESLACO hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 6. That nothing in this ordinance or in the Building Code hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 7. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

Section 8. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of March, 2017.

CITY OF WESLACO

_____
David Suarez, MAYOR

ATTEST:

_____
Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

_____
Juan Gonzalez, CITY ATTORNEY

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-808
From:	
Subject: Ordinance 2017-18, authorizing a budget amendment in the amount of $150,000.00 for drainage improvements at Beatriz Garza Middle School on Sugarcane Drive. (First reading held February 21, 2017; Staffed by City Manager's Office.)	
Background: Plans had been prepared by TEDSI Infrastructure to re-grade existing detention pond located between B. Garza and Clecker-Heald Schools. Weslaco ISD had made this request to better accomodate school activities.	
Funding Source (budget code, if applicable)**:** General Fund	

Amount: $150,000.00	Term of Impact: 1	Identified in Current Budget: No

Additional Action Prompted: Mayor's Signature Budget Amendment	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**	
Aida Vega Mardoqueo Hinojosa Mary Barrera Mike Perez	Created/Initiated Approved Approved Final Approval
City Manager Comments:	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: Plans, Estimate, Ordinance 2017-18, Budget Amendment	
Responsibilities upon Approval: Staff will procure for construction.	

Date and Time Plotted: 7/18/2016 1:14:36 PM

WESLACO CITY OFFICIALS

DAVID SUAREZ	MAYOR	
OLGA M NORIEGA	MAYOR PRO TEM	DISTRICT 3
LEO MUNOZ	COMMISSIONER	DISTRICT 1
GREG KERR	COMMISSIONER	DISTRICT 2
GERARDO "JERRY" TAFOLLA	COMMISSIONER	DISTRICT 4
LETTY LOPEZ	COMMISSIONER	DISTRICT 5
FIDEL L. PENA	COMMISSIONER	DISTRICT 6
MIKE PEREZ	CITY MANAGER	

CITY OF WESLACO

SUGARCANE DR.
DETENTION POND IMPROVEMENTS

INDEX OF SHEETS

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2	GENERAL NOTES
3	EARTHWORKS QUANTITIES
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5	PROJECT LAYOUT & TYPICAL SECTIONS
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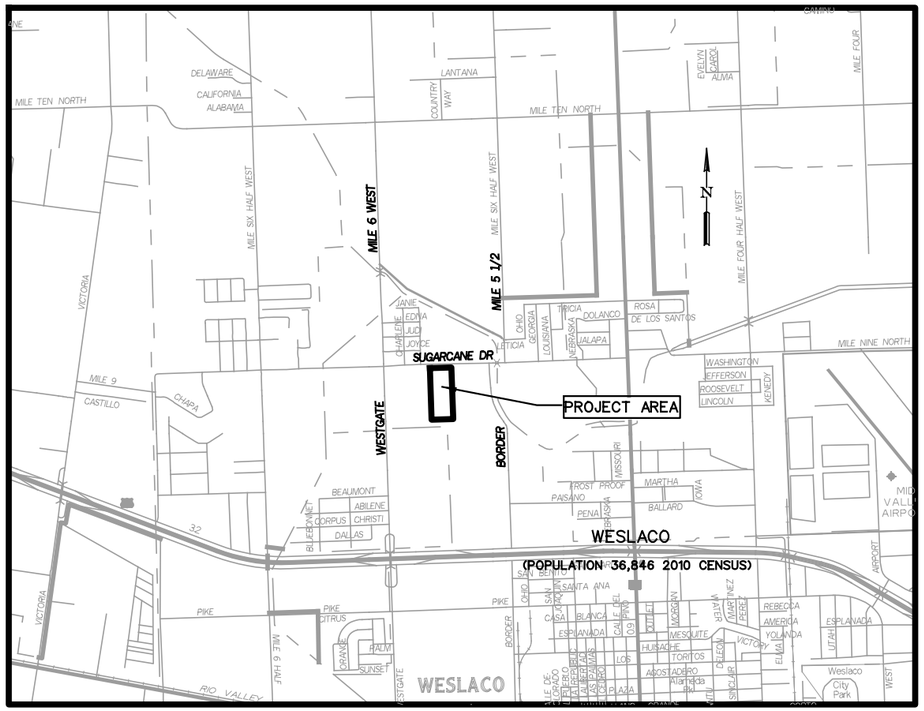
8	DRAINAGE CALCULATIONS
9-11	PLAN & PROFILE DETENTION POND CL
12-14	PLAN & PROFILE EAST DITCH
15-17	PLAN & PROFILE WEST DITCH
18	SLOPING INLET TYPE S (STD)
19	SW3P LAYOUT
20-23	ENVIRONMENTAL STANDARDS
24-27	PROPOSED CROSS SECTIONS



PLANS APPROVED

CONCURRENCE:
CITY OF WESLACO
MIKE PEREZ
CITY MANAGER
DATE: _____

NAME _____ TITLE _____

PLANS APPROVED:
CITY OF WESLACO
MARDOQUEO HINOJOSA, P.E.
CITY ENGINEER
DATE: _____

NAME _____ TITLE _____

CONCURRENCE:
WESLACO ISD
SUPERINTENDENT
DATE: _____

NAME _____ TITLE _____

STATE OF TEXAS
ROBERTO FINA CARRAL
116857
LICENSED PROFESSIONAL ENGINEER

ROBERTO FINA CARRAL — 7/18/2016 DATE

CITY ON THE GROW
CITY OF WESLACO

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TEDSI
TBPE F-1640

File Name: ROBERT
File Name: ...\Det Pond Modif\sug-Det TSH.dgn

Date and Time Plotted: 7/18/2016 1:14:37 PM

GENERAL NOTES

1. ALL WORK PERTAINING TO THIS PROJECT SHALL BE SUBJECT TO INSPECTION BY THE OWNER AND THE ENGINEER.

2. THE CONTRACTOR SHALL COORDINATE ALL TESTING THRU ENGINEER AND OWNER.

3. ALL CONSTRUCTION, GRADING, BACKFILL, TRAFFIC CONTROL, AND RELATED WORK REQUIRED TO COMPLETE THIS PROJECT SHALL COMPLY WITH CURRENT OWNER'S STANDARDS.

4. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH PLANS AND SPECIFICATIONS.

5. THE CONTRACTOR SHALL DETERMINE THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION OR TRENCHING AND SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND/OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL FRANCHISES AND UTILITIES PRIOR TO CONSTRUCTION.

6. THE EXISTENCE AND LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. NEITHER THE OWNER NOR THE ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN IN THE PLANS.

7. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES THE ESTABLISHING OF EXACT LOCATION, DEPTH AND SIZE OF UTILITY LINES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES FOR REPLACEMENT OR REPAIRS OF ALL CUT OR BROKEN UTILITY LINES.

8. THE CONTRACTOR SHALL ALLOW TIME FOR UTILITY RELOCATION. NO COMPENSATION FOR DOWN TIME.

9. THE CONTRACTOR SHALL PERFORM ITS OWN CONSTRUCTION STAKING AND R.O.W. STAKING.

10. ANY CONTRACTOR/SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATION. SAID EXISTING IMPROVEMENTS SHALL INCLUDE BUT NOT BE LIMITED TO BERMS, DITCHES, FENCES, AND PLANTS. ANY REMOVAL OR DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AT HIS EXPENSE AND SHALL BE APPROVED BY THE OWNER.

11. THE CONTRACTOR SHALL COMPLY WITH THE LATEST EDITION OF OSHA REGULATIONS AND THE STATE OF TEXAS LAWS CONCERNING EXCAVATION.

12. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING ROADWAYS ADJACENT TO THE PROJECT FREE OF CONSTRUCTION MUD AND DEBRIS.

13. THE CONTRACTOR SHALL CLEAN UP AND RESTORE AREAS DISTURBED DURING CONSTRUCTION TO A CONDITION AS GOOD OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.

14. THE CONTRACTOR SHALL REMOVE FROM THE PROJECT ALL SURPLUS MATERIAL. THIS SHALL BE INCIDENTAL TO THE PROJECT AND NOT A SEPARATE PAY ITEM. SURPLUS MATERIAL FROM EXCAVATION, INCLUDING DIRT, TRASH, ETC. SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO THE OWNERS FLOODPLAIN ADMINISTRATOR. IF THE CONTACTOR PLACES EXCESS MATERIAL IN THE AREA WITHOUT WRITTEN PERMISSION, THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND SHALL REMOVE THE MATERIAL AT ITS OWN COST.

15. SURPLUS DIRT IS SUBJECT TO LOCAL AGREEMENTS BETWEEN THE OWNER AND WISD. THE CONTRACTOR SHALL COORDINATE WITH OWNER AND ENGINEER PRIOR TO EXCAVATING MATERIAL. SURPLUS DIRT FINAL DISPOSAL NEEDS TO BE COORDINATED WITH WISD AUTHORITIES. WISD IS THE OWNER OF THE SURPLUS DIRT UNLESS SPECIFIED BY AUTAORIZED WISD REPRESENTATIVE.

GENERAL NOTES (CONT.)

16. THE CONTRACTOR SHALL MAINTAIN DIRECT COMMUNICATION AND COORDINATION WIHT THE WISD REPRESENTATIVES.

17. DE-WATERING WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS. IF PIPE/BOX AREAS CANNOT BE DEWATERED, STABILIZING MATERIAL (LEAN CONCRETE OR CEMENT STABILIZED FILL) SHALL BE USED TO ESTABLISH WORKING PLATFORM. THE LATTER WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

18. TRENCH PROTECTION WILL BE PAID FOR DIRECTLY IF REQUIRED. IF IMPLEMENTED, TRENCH EXCAVATION PROTECTION SHALL BE IN ACCORDANCE WITH OSHA REGULATIONS.

19. THE CONTRACTOR SHALL NOT LEAVE ANY OPEN TRENCHES OR EXCAVATIONS OVERNIGHT, UNLESS PROTECTED AND APPROVED BY THE ENGINEER.

20. ALL CONCRETE SHALL BE SULFATE RESISTANT INCLUDING CONCRETE USED FOR FABRICATION OF CONCRETE STRUCTURES.

21. THE CONTRACTOR SHALL IMPLEMENT ALL REQUIRED EROSION CONTROL MEASURES AND PROVIDE A COPY OF NOT TO THE CITY, IN ACCORDANCE WITH TEXAS GENERAL PERMIT.

22. TEMPORARY EROSION AND SILTATION CONTROL MEASURES (TESC) SHALL BE INSTALLED PRIOR TO ANY SITE WORK.

23. THE MEASURES USED FOR CONTROL SHALL INCLUDE AS APPROPRIATE SILT FENCING, ROCK BERMS, AND CONSTRUCTION EXITS AS SHOWN IN THE PLAN DETAILS. ADDITIONAL MEASURES MAY BE USED UPON APPROVAL BY THE ENGINEER.

24. WHERE VEGETATIVE LINING IS USED TO PROTECT THE CHANNEL SLOPES, TESC MEASURES SHALL NOT BE REMOVED UNTIL SUCH TIME THAT THE VEGETATION HAS BEEN ESTABLISHED AND WILL LIMIT EROSION OF THE CHANNEL SLOPES. WHERE CONCRETE LINING OR RIPRAP IS EMPLOYED, THE EROSION CONTROL MEASURES MAY BE REMOVED UPON COMPLETION OF THE CONCRETE LINING AND/OR RELATED CONCRETE STRUCTURES.

25. SILT FENCES AND ALL OTHER TESC MEASURES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL EVENT GREATER THAN 0.1 INCHES OF RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL EVENTS.

26. SEDIMENT DEPOSITS SHALL BE REMOVED FROM ALL TESC MEASURES AND TEMPORARY DRAINAGE FACILITIES UPON REACHING A DEPTH OF 6 INCHES.

27. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING AND OBTAINING THE NECESSARY REGULATORY PERMITS NEEDED FOR THE PROJECT IF NEEDED IT. PERMITS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

28. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING AND OBTAINING THE NECESSARY TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) PERMITS. PERMITS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS. ANY FINES OR PENALTIES FOR FAILURE TO IMPLEMENT OR MAINTAIN TESC MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IF REQUIRED.

29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING NOTICE OF INTENT, NOTICE OF TERMINATION AND ANY ADDITIONAL PERMITS REQUIRED BY T.C.E.Q. (IF CONSTRUCTION GREATER THAN 5 ACRES).

30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR POSTING SMALL CONSTRUCTION SITE NOTICE AND ANYADDITIONAL PERMITS REQUIRED BY T.C.E.Q. (IF CONSTRUCTION LESS THAN 5 ACRES AND GREATER THAN 1 ACRE).

31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF TESC. DAMAGED/MISSING TESC SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST. R.O.W. TESC MAY BE SHOWN ON PLANS FOR CLARITY PURPOSES ONLY. ACTUAL PLACEMENT SHALL BE DONE WITHIN R.O.W.

NO.	DATE	REVISION	APP.

STATE OF TEXAS
ROBERTO FINA CARRAL
116857
LICENSED PROFESSIONAL ENGINEER

7/18/2016
ROBERTO FINA CARRAL — DATE

CITY ON THE GROW
CITY OF WESLACO

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

SUGARCANE DR
DETENTION POND IMPROVEMENTS

GENERAL NOTES

SHEET 1 OF 1

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			2
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

File Name: ROBERT
File Name: ...\Det Pond Modif\SUG-DET GN.dgn

COMPUTING EARTHWORKS FOR BASELINE = P_POND_REV_CL
COMPUTING EARTHWORKS FOR JOB = 001
FORMING LIST OF XSCELLS
BEGINNING EARTHWORKS COMPUTATION
*

Station	Material Name	End Areas (sq. ft.)	Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Mult Factor	Mass Ordinate
10+85.00	DIRT					
	Excavation	309.1	0	0	1.00	
	Fill	0.0	0	0	1.00	0
10+95.00	DIRT					
	Excavation	255.5	105	105	1.00	
	Fill	0.0	0	0	1.00	105
11+00.00	PROP					
	Excavation	0.0	0	0	1.00	
	Fill	2.4	0	0	1.00	105
	DIRT					
	Excavation	225.0	44	44	1.00	
	Fill	0.0	0	0	1.00	149
12+00.00	PROP					
	Excavation	0.0	0	0	1.00	
	Fill	2.6	9	9	1.00	140
	DIRT					
	Excavation	296.7	966	966	1.00	
	Fill	0.0	0	0	1.00	1106
13+00.00	PROP					
	Excavation	0.0	0	0	1.00	
	Fill	5.9	16	16	1.00	1090
	DIRT					
	Excavation	447.9	1379	1379	1.00	
	Fill	0.0	0	0	1.00	2469
14+00.00	PROP					
	Excavation	0.0	0	0	1.00	
	Fill	8.2	26	26	1.00	2443
	DIRT					
	Excavation	439.6	1644	1644	1.00	
	Fill	0.0	0	0	1.00	4087
15+00.00	PROP					
	Excavation	0.0	0	0	1.00	
	Fill	8.0	30	30	1.00	4057
	DIRT					
	Excavation	482.5	1708	1708	1.00	
	Fill	0.0	0	0	1.00	5765
16+00.00	PROP					
	Excavation	0.0	0	0	1.00	
	Fill	15.2	43	43	1.00	5722
	DIRT					
	Excavation	518.6	1854	1854	1.00	
	Fill	0.0	0	0	1.00	7576
16+25.03	PROP					
	Excavation	0.0	0	0	1.00	
	Fill	17.8	15	15	1.00	7561
	DIRT					
	Excavation	461.5	454	454	1.00	
	Fill	0.0	0	0	1.00	8015
17+00.00	PROP					
	Excavation	0.0	0	0	1.00	
	Fill	17.0	48	48	1.00	7967
	DIRT					
	Excavation	213.0	936	936	1.00	
	Fill	0.0	0	0	1.00	8903
18+00.00	PROP					
	Excavation	0.0	0	0	1.00	
	Fill	8.0	46	46	1.00	8857
	DIRT					
	Excavation	345.5	1034	1034	1.00	
	Fill	0.0	0	0	1.00	9891
19+00.00	PROP					
	Excavation	0.0	0	0	1.00	
	Fill	2.5	19	19	1.00	9872
	DIRT					
	Excavation	405.8	1391	1391	1.00	
	Fill	0.0	0	0	1.00	11263
20+00.00	PROP					
	Excavation	0.0	0	0	1.00	
	Fill	0.8	6	6	1.00	11257
	DIRT					
	Excavation	371.7	1440	1440	1.00	
	Fill	0.0	0	0	1.00	12697
21+00.00	PROP					
	Excavation	0.0	0	0	1.00	
	Fill	0.0	1	1	1.00	12696
	DIRT					
	Excavation	393.2	1416	1416	1.00	
	Fill	0.0	0	0	1.00	14112
21+85.00	PROP					
	Excavation	0.0	0	0	1.00	
	Fill	0.4	1	1	1.00	14111
	DIRT					
	Excavation	375.6	1210	1210	1.00	
	Fill	0.0	0	0	1.00	15321
22+00.00	PROP					
	Excavation	0.0	0	0	1.00	
	Fill	0.0	0	0	1.00	15321
	DIRT					
	Excavation	530.1	252	252	1.00	
	Fill	0.0	0	0	1.00	15573
22+05.04	DIRT					
	Excavation	589.4	104	104	1.00	
	Fill	0.0	0	0	1.00	15677
22+15.04	DIRT					
	Excavation	639.9	228	228	1.00	
	Fill	0.0	0	0	1.00	15905

* GRAND SUMMARY TOTALS

Material Name	Unadjusted Volumes (cu. yd.)	Adjusted Volumes (cu. yd.)	Mult Factor
PROP			
Excavation	0	0	1.00
Fill	260	260	1.00
DIRT			
Excavation	16165	16165	1.00
Fill	0	0	1.00

* SPLIT SUMMARY TOTALS

Material Name	XS Quant Unadjusted Volume (cu. yd.)	XS Quant Adjusted Volume (cu. yd.)	Add/Sub Quant Unadjusted Volume (cu. yd.)	Add/Sub Quant Adjusted Volume (cu. yd.)	Mult Factor
PROP					
Excavation	0	0	0	0	1.00
Fill	260	260	0	0	1.00
DIRT					
Excavation	16165	16165	0	0	1.00
Fill	0	0	0	0	1.00

NO.	DATE	REVISION	APP.

STATE OF TEXAS
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LICENSED PROFESSIONAL ENGINEER

ROBERTO FINA CARRAL — 7/18/2016 DATE

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CITY OF WESLACO

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Consulting Engineers
TEDSI
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1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

SUGARCANE DR
DETENTION POND IMPROVEMENTS

EARTHWORKS QUANTITIES

SHEET 1 OF 1

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			3
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

Date and Time Plotted: 7/18/2016 1:14:38 PM
File Name: ROBERT
File Name: ...\Det Pond Modif\SUG-DET EW.dgn

Date and Time Plotted: 7/18/2016 1:14:38 PM

SUMMARY OF DRAINAGE

LOCATION	ITEM 110	ITEM 132	ITEM 432	ITEM 464	ITEM 465	ITEM 479	ITEM 500
	EXCAVATION (CHANNEL)	EMBANKMENT (FINAL) (EXCAVATED MATERIAL)	RIPRAP (CONC) (4")	RC PIPE (CL III) (24 IN)	INLET (COMPL) (TY S) (MOD)	ADJ INLET CONNECT 24" RCP	MOBILIZATION
	(CY)	(CY)	(CY)	(LF)	(EA)	(EA)	(LS)
THROUGHOUT PROJECT LENGTH	16,165	260	11.5	30	1	1	1
SUGARCANE DR DETENTION POND TOTAL	16,165	260	11.5	30	1	1	1

SUMMARY OF STORM WATER POLLUTION PREVENTION PLAN CONTROL (SW3P)

LOCATION	ITEM 164	ITEM 506	ITEM 506	ITEM 506	ITEM 506	ITEM 506	ITEM 166	ITEM 168
	CELL FBR MLCH SEED (PERM) (RURAL) (CLAY)	CONSTRUCTION EXITS (INSTALL) (TY 2)	CONSTRUCTION EXITS (REMOVE)	FRNT END LOADER (EROSION & SEDM CONT)	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	FERTILIZER *	VEGETATIVE WATERING
	SY	SY	SY	HR	LF	LF	TON	MG
THROUGHOUT PROJECT LENGTH	40558	78	78	30	2,420	2,420	0.4	1280
SUGARCANE DR DETENTION POND TOTAL	40558	78	78	30	2,420	2,420	0.4	1280

CONSTRUCTION EXIT MIN AREA = 78 SY, LOCATIONS ARE APPROXIMATE AND MAY BE MODIFIED IN THE FIELD AS APPROVED BY ENGINEER

FOR CONTRACTOR INFORMATION ONLY, FERTILIZER QUANTITIES (TON) ARE BASED ON A RATE OF 100 LBS OF NITROGEN PER ACRE NPK 10-5-5

VEGETATIVE WATERING (MG) 3394 GAL * ACRE * 45 CYCLES / 1000

* CONTRACTOR'S INFORMATION ONLY. SUBSIDIARY TO THE VARIOUS ITEMS

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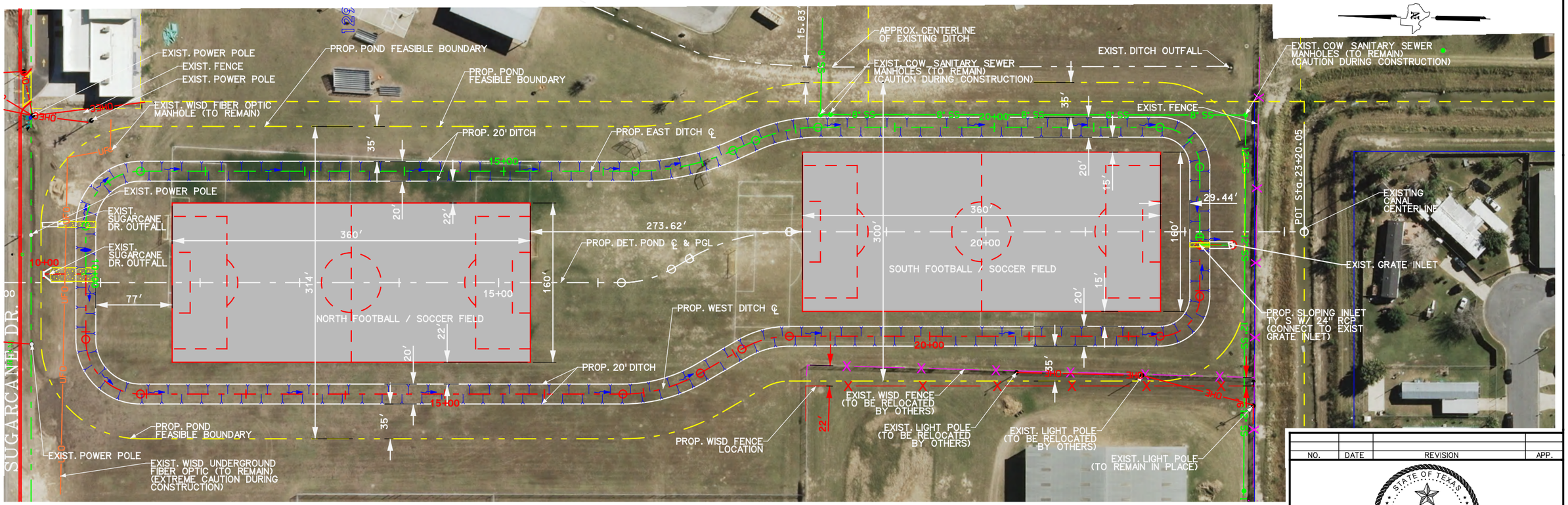
SUGARCANE DR
DETENTION POND IMPROVEMENTS

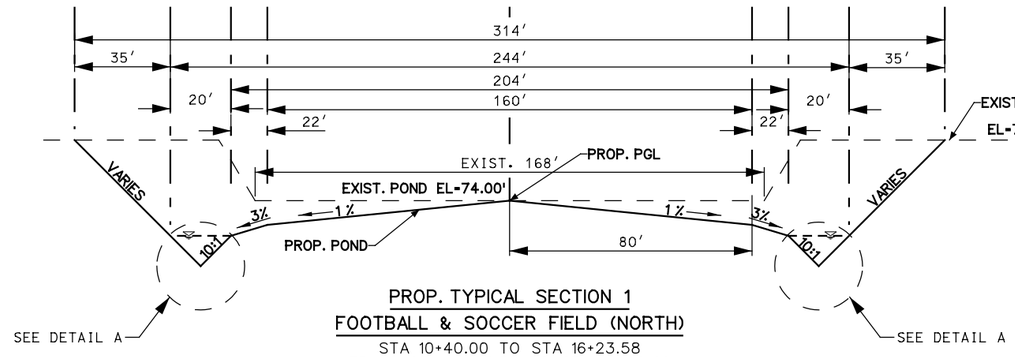
ESTIMATE & QUANTITIES SHEET

SHEET 1 OF 1

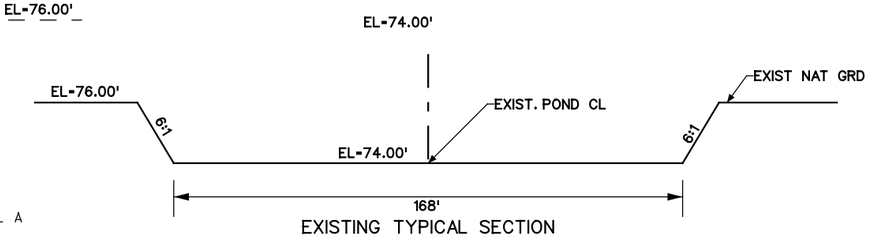
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			4
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

File Name: ROBERT
File Name: ...\Det Pond Modif\SUG-DET SUM.dgn

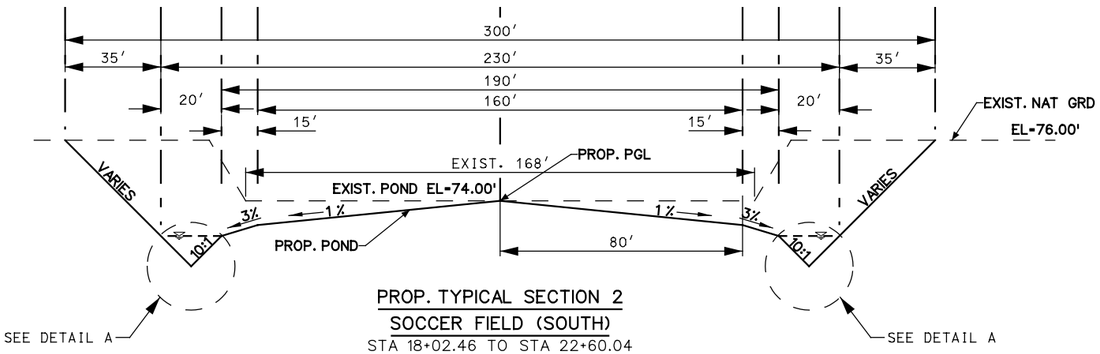




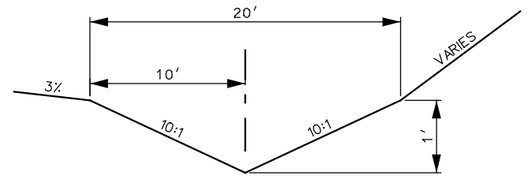
PROP. TYPICAL SECTION 1
FOOTBALL & SOCCER FIELD (NORTH)
STA 10+40.00 TO STA 16+23.58
TRANS STA 16+23.58 TO STA 18+02.46
N.T.S.



EXISTING TYPICAL SECTION
N.T.S.



PROP. TYPICAL SECTION 2
SOCCER FIELD (SOUTH)
STA 18+02.46 TO STA 22+60.04
N.T.S.



DETAIL A
PROPOSED DITCH SECTION
N.T.S.

NO.	DATE	REVISION	APP.

STATE OF TEXAS
ROBERTO FINA CARRAL
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Mission, Texas 78572
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SUGARCANE DR
DETENTION POND IMPROVEMENTS

PROJECT LAYOUT & TYPICAL SECTIONS

SCALE: 1"=100'

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			5
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

Date and Time Plotted: 7/18/2016 1:50:46 PM
File Name: ROBERT
File Name: ...\SUG DET-PRJL.dgn

Date and Time Plotted: 7/18/2016 1:14:58 PM

File Name: ROBERT
File Name: ...\SUG-DET ALIGN_DATA.dgn

DETENTION POND CENTERLINE

<× 26 Describe Chain P_POND_REV_CL

Chain P_POND_REV_CL contains:
5000 CUR P_POND_REV_CL-1 CUR P_POND_REV_CL-2 5001

Beginning chain P_POND_REV_CL description

Point 5000 N 16,593,281.826 E 1,147,042.505 Sta 10+00.00

Course from 5000 to PC P_POND_REV_CL-1 S 1° 12' 38.98" E Dist 623.584

Curve Data

Curve	P_POND_REV_CL-1
P.I. Station	16+50.55 N 16,592,631.426 E 1,147,056.252
Delta	30° 10' 39.93" (LT)
Degree	57° 17' 44.81"
Tangent	26.961
Length	52.670
Radius	100.000
External	3.571
Long Chord	52.063
Mid. Ord.	3.448
P.C. Station	16+23.58 N 16,592,658.381 E 1,147,055.682
P.T. Station	16+76.25 N 16,592,608.410 E 1,147,070.294
C.C.	N 16,592,660.494 E 1,147,155.660
Back	S 1° 12' 38.98" E
Ahead	S 31° 23' 18.91" E
Chord Bear	S 16° 17' 58.94" E

Course from PT P_POND_REV_CL-1 to PC P_POND_REV_CL-2
S 31° 23' 18.91" E Dist 20.869

Curve Data

Curve	P_POND_REV_CL-2
P.I. Station	17+51.05 N 16,592,544.564 E 1,147,109.249
Delta	30° 10' 39.93" (RT)
Degree	28° 38' 52.40"
Tangent	53.922
Length	105.340
Radius	200.000
External	7.142
Long Chord	104.127
Mid. Ord.	6.895
P.C. Station	16+97.12 N 16,592,590.595 E 1,147,081.164
P.T. Station	18+02.46 N 16,592,490.654 E 1,147,110.388
C.C.	N 16,592,486.428 E 1,146,910.433
Back	S 31° 23' 18.91" E
Ahead	S 1° 12' 38.98" E
Chord Bear	S 16° 17' 58.94" E

Course from PT P_POND_REV_CL-2 to 5001 S 1° 12' 38.98" E Dist 517.583

Point 5001 N 16,591,973.186 E 1,147,121.325 Sta 23+20.05

Ending chain P_POND_REV_CL description

SWALE 1 (WEST)

<× 27 Describe Chain P_SWALE_1

Chain P_SWALE_1 contains:
6000 6001 CUR P_SWALE_1-1 CUR P_SWALE_1-2 CUR P_SWALE_1-3 CUR P_SWALE_1-4 6002-6003

Beginning chain P_SWALE_1 description

Point 6000 N 16,593,238.948 E 1,147,052.071 Sta 10+00.00

Course from 6000 to 6001 S 1° 12' 38.98" E Dist 41.929

Point 6001 N 16,593,197.028 E 1,147,052.957 Sta 10+41.93

Course from 6001 to PC P_SWALE_1-1 S 88° 47' 21.02" W Dist 65.658

Curve Data

Curve	P_SWALE_1-1
P.I. Station	11+62.59 N 16,593,194.479 E 1,146,932.326
Delta	90° 00' 00.00" (LT)
Degree	104° 10' 26.92"
Tangent	55.000
Length	86.394
Radius	55.000
External	22.782
Long Chord	77.782
Mid. Ord.	16.109
P.C. Station	11+07.59 N 16,593,195.641 E 1,146,987.314
P.T. Station	11+93.98 N 16,593,139.491 E 1,146,933.488
C.C.	N 16,593,140.653 E 1,146,988.476
Back	S 88° 47' 21.02" W
Ahead	S 1° 12' 38.98" E
Chord Bear	S 43° 47' 21.02" W

Course from PT P_SWALE_1-1 to PC P_SWALE_1-2 S 1° 12' 38.98" E Dist 485.027

Curve Data

Curve	P_SWALE_1-2
P.I. Station	17+20.80 N 16,592,612.791 E 1,146,944.621
Delta	30° 10' 39.93" (LT)
Degree	36° 57' 54.07"
Tangent	41.790
Length	81.639
Radius	155.000
External	5.535
Long Chord	80.698
Mid. Ord.	5.344
P.C. Station	16+79.01 N 16,592,654.572 E 1,146,943.738
P.T. Station	17+60.65 N 16,592,577.117 E 1,146,966.386
C.C.	N 16,592,657.847 E 1,147,098.703
Back	S 1° 12' 38.98" E
Ahead	S 31° 23' 18.91" E
Chord Bear	S 16° 17' 58.94" E

Course from PT P_SWALE_1-2 to PC P_SWALE_1-3 S 31° 23' 18.91" E Dist 48.275

Curve Data

Curve	P_SWALE_1-3
P.I. Station	18+34.53 N 16,592,514.042 E 1,147,004.870
Delta	30° 10' 39.93" (RT)
Degree	60° 18' 40.85"
Tangent	25.613
Length	50.037
Radius	95.000
External	3.392
Long Chord	49.460
Mid. Ord.	3.275
P.C. Station	18+08.92 N 16,592,535.907 E 1,146,991.530
P.T. Station	18+58.96 N 16,592,488.435 E 1,147,005.411
C.C.	N 16,592,486.428 E 1,146,910.433
Back	S 31° 23' 18.91" E
Ahead	S 1° 12' 38.98" E
Chord Bear	S 16° 17' 58.94" E

Course from PT P_SWALE_1-3 to PC P_SWALE_1-4 S 1° 12' 38.98" E Dist 372.581

Curve Data

Curve	P_SWALE_1-4
P.I. Station	22+71.54 N 16,592,075.946 E 1,147,014.130
Delta	90° 00' 00.00" (LT)
Degree	143° 14' 22.02"
Tangent	40.000
Length	62.832
Radius	40.000
External	16.569
Long Chord	56.569
Mid. Ord.	11.716
P.C. Station	22+31.54 N 16,592,115.937 E 1,147,013.285
P.T. Station	22+94.37 N 16,592,076.791 E 1,147,054.121
C.C.	N 16,592,116.783 E 1,147,053.276
Back	S 1° 12' 38.98" E
Ahead	N 88° 47' 21.02" E
Chord Bear	S 46° 12' 38.98" E

Course from PT P_SWALE_1-4 to 6002 N 88° 47' 21.02" E Dist 51.891

Point 6002 N 16,592,077.888 E 1,147,106.000 Sta 23+46.26

Course from 6002 to 6003 S 1° 12' 38.98" E Dist 32.983

Point 6003 N 16,592,044.912 E 1,147,106.697 Sta 23+79.24

Ending chain P_SWALE_1 description

SWALE 2 (EAST)

<× 28 Describe Chain P_SWALE_2

Chain P_SWALE_2 contains:
7000 CUR P_SWALE_2-1 CUR P_SWALE_2-2 CUR P_SWALE_2-3 CUR P_SWALE_2-4 7001

Beginning chain P_SWALE_2 description

Point 7000 N 16,593,197.028 E 1,147,052.957 Sta 10+00.00

Course from 7000 to PC P_SWALE_2-1 N 88° 47' 21.02" E Dist 48.342

Curve Data

Curve	P_SWALE_2-1
P.I. Station	11+03.34 N 16,593,199.212 E 1,147,156.276
Delta	90° 00' 00.00" (RT)
Degree	104° 10' 26.92"
Tangent	55.000
Length	86.394
Radius	55.000
External	22.782
Long Chord	77.782
Mid. Ord.	16.109
P.C. Station	10+48.34 N 16,593,198.050 E 1,147,101.288
P.T. Station	11+34.74 N 16,593,144.224 E 1,147,157.438
C.C.	N 16,593,143.062 E 1,147,102.451
Back	N 88° 47' 21.02" E
Ahead	S 1° 12' 38.98" E
Chord Bear	S 46° 12' 38.98" E

Course from PT P_SWALE_2-1 to PC P_SWALE_2-2 S 1° 12' 38.98" E Dist 496.764

Curve Data

Curve	P_SWALE_2-2
P.I. Station	16+83.18 N 16,592,595.905 E 1,147,169.028
Delta	23° 49' 16.27" (LT)
Degree	23° 23' 09.72"
Tangent	51.677
Length	101.861
Radius	245.000
External	5.391
Long Chord	101.129
Mid. Ord.	5.275
P.C. Station	16+31.50 N 16,592,647.571 E 1,147,167.936
P.T. Station	17+33.36 N 16,592,549.082 E 1,147,190.893
C.C.	N 16,592,652.748 E 1,147,412.881
Back	S 1° 12' 38.98" E
Ahead	S 25° 01' 55.25" E
Chord Bear	S 13° 07' 17.11" E

Course from PT P_SWALE_2-2 to PC P_SWALE_2-3 S 25° 01' 55.25" E Dist 24.942

Curve Data

Curve	P_SWALE_2-3
P.I. Station	17+91.00 N 16,592,496.861 E 1,147,215.280
Delta	23° 49' 16.27" (RT)
Degree	36° 57' 54.07"
Tangent	32.694
Length	64.443
Radius	155.000
External	3.410
Long Chord	63.979
Mid. Ord.	3.337
P.C. Station	17+58.30 N 16,592,526.483 E 1,147,201.447
P.T. Station	18+22.75 N 16,592,464.174 E 1,147,215.971
C.C.	N 16,592,460.899 E 1,147,061.006
Back	S 25° 01' 55.25" E
Ahead	S 1° 12' 38.98" E
Chord Bear	S 13° 07' 17.11" E

Course from PT P_SWALE_2-3 to PC P_SWALE_2-4 S 1° 12' 38.98" E Dist 343.876

Curve Data

Curve	P_SWALE_2-4
P.I. Station	22+06.62 N 16,592,080.384 E 1,147,224.083
Delta	90° 00' 00.00" (RT)
Degree	143° 14' 22.02"
Tangent	40.000
Length	62.832
Radius	40.000
External	16.569
Long Chord	56.569
Mid. Ord.	11.716
P.C. Station	21+66.62 N 16,592,120.375 E 1,147,223.238
P.T. Station	22+29.45 N 16,592,079.539 E 1,147,184.092
C.C.	N 16,592,119.530 E 1,147,183.247
Back	S 1° 12' 38.98" E
Ahead	S 88° 47' 21.02" W
Chord Bear	S 43° 47' 21.02" W

Course from PT P_SWALE_2-4 to 7001 S 88° 47' 21.02" W Dist 78.109

Point 7001 N 16,592,077.888 E 1,147,106.000 Sta 23+07.56

Ending chain P_SWALE_2 description

NO.	DATE	REVISION	APP.

STATE OF TEXAS
ROBERTO FINA CARRAL
116857
LICENSED PROFESSIONAL ENGINEER

7/18/2016
ROBERTO FINA CARRAL DATE

CITY ON THE GROW
CITY OF WESLACO

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

SUGARCANE DR
DETENTION POND IMPROVEMENTS

HORIZONTAL ALIGNMENT DATA SHEET

SHEET 1 OF 1

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			6
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

Date and Time Plotted: 7/18/2016 1:14:58 PM

File Name: ROBERT
File Name: ...\SUG-DET VERT ALIGN_DATA.dgn

DETENTION POND CENTERLINE

Beginning profile PP-PONDCL description:

		STATION	ELEV	GRADE	TOTAL L	BACK L	AHEAD L
VPI	1	10+85.00	72.580				
VPI	2	10+95.00	73.580	10.000			
VPI	3	11+00.00	74.000	8.400			
VPI	4	21+85.00	74.000	0.000			
VPI	5	22+05.04	72.060	-9.681			
VPI	6	22+15.04	71.060	-10.000			
VPI	7	22+45.06	73.834	9.240			

Ending profile PP-PONDCL description

SWALE 1 (WEST)

Beginning profile PP_SWALE1 description:

		STATION	ELEV	GRADE	TOTAL L	BACK L	AHEAD L
VPI	1	10+00.00	73.600				
VPI	2	10+07.82	72.660	-12.020			
VPI	3	10+41.93	72.620	-0.117			
VPI	4	11+93.98	71.980	-0.421			
VPI	5	16+79.01	71.580	-0.082			
VPI	6	18+58.96	71.450	-0.072			
VPI	7	22+31.54	71.170	-0.075			
VPI	8	23+46.26	71.040	-0.113			
VPI	9	23+79.24	71.000	-0.121			

Ending profile PP_SWALE1 description

SWALE 2(EAST)

Beginning profile PP_SWALE2 description:

		STATION	ELEV	GRADE	TOTAL L	BACK L	AHEAD L
VPI	1	10+00.00	72.620				
VPI	2	10+24.17	72.700	0.331			
VPI	3	10+49.83	72.650	-0.195			
VPI	4	11+34.74	71.980	-0.789			
VPI	5	16+31.50	71.580	-0.081			
VPI	6	18+22.75	71.450	-0.068			
VPI	7	21+66.62	71.170	-0.081			
VPI	8	23+07.56	71.040	-0.092			

Ending profile PP_SWALE2 description

NO.	DATE	REVISION	APP.

STATE OF TEXAS
ROBERTO FINA CARRAL
116857
LICENSED PROFESSIONAL ENGINEER

ROBERTO FINA CARRAL — 7/18/2016 DATE

CITY ON THE GROW
CITY OF WESLACO

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

SUGARCANE DR
DETENTION POND IMPROVEMENTS

VERTICAL ALIGNMENT DATA SHEET

SHEET 1 OF 1

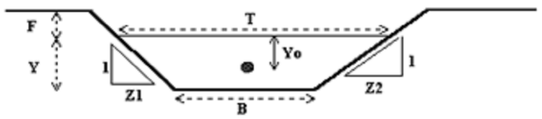
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			7
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

Date and Time Plotted: 7/18/2016 1:14:59 PM

Sugarcane Dr - Drainage Calculations (Rational Method)

		Open-Channel Data							Closed-Conduit Data				*OPEN-CHANNEL FLOW (Calculated)*						*CLOSED-CONDUIT FLOW (Full)*					
Description	*Chain Description*	*n*	*Slope*	*B*	*Z1*	*Z2*	*F*	*Y*	*Diam.*	*Num of Barrels*	*n*	*Slope*	*T*	*A*	*P*	*Rh*	*V*	*Q*	*P*	*A*	*Rh*	*V*	*Q (unit)*	*Q (Total)*
			(ft/ft)	*(ft)*	*(ft)*	*(ft)*	*(ft)*	*(ft)*	*(Inch)*	*(ea)*		*(ft/ft)*	*(ft)*	*(sqft)*	*(ft)*	*(ft)*	*(ft/s)*	*(cfs)*	*(ft)*	*(sqft)*	*(ft)*	*(ft/s)*	*(cfs)*	*(cfs)*
West Ditch	P_SWALE_1	0.0270	0.0008	0	10.0000	10.000	0.000	1.000					20.00	10.00	20.10	0.50	0.98	**9.80**						
East Ditch	P_SWALE_2	0.0270	0.0008	0	10.0000	10.000	0.000	1.000					20.00	10.00	20.10	0.50	0.98	**9.80**						
Prop 24" RCP	Bleeder								24	1	0.0120	0.0011							6.28	3.14	0.50	2.59	8.15	**8.15**
Exist 2-18" RCP	Outfall								18	2	0.0120	0.0030							4.71	1.77	0.38	3.54	6.25	**12.50**

Open-Channel Configuration



NOTES:

1.- The 24" RCP will be working as a ditch bleeder at full ditch capacity.
2.- Previous Available Detention Pond Volume = 7650.38 CY or 1545101 Gallons or 4.74 AC-FT
3.- Q Total (5 YR) calculated = 33.28 cfs (14937 GPM)
4.- Q out (2-18" RCP) = 12.50 cfs (5610 GPM)
5.- Modified Available Detention Pond Volume= 13661 CY or 2759167 Gallons or 8.47 AC-FT

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1201 E. Expressway 83
Mission, Texas 78572
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TEDSI
TBPE F-1640

SUGARCANE DR
DETENTION POND IMPROVEMENTS

DRAINAGE CALCULATIONS

SHEET 1 OF 1

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			8
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

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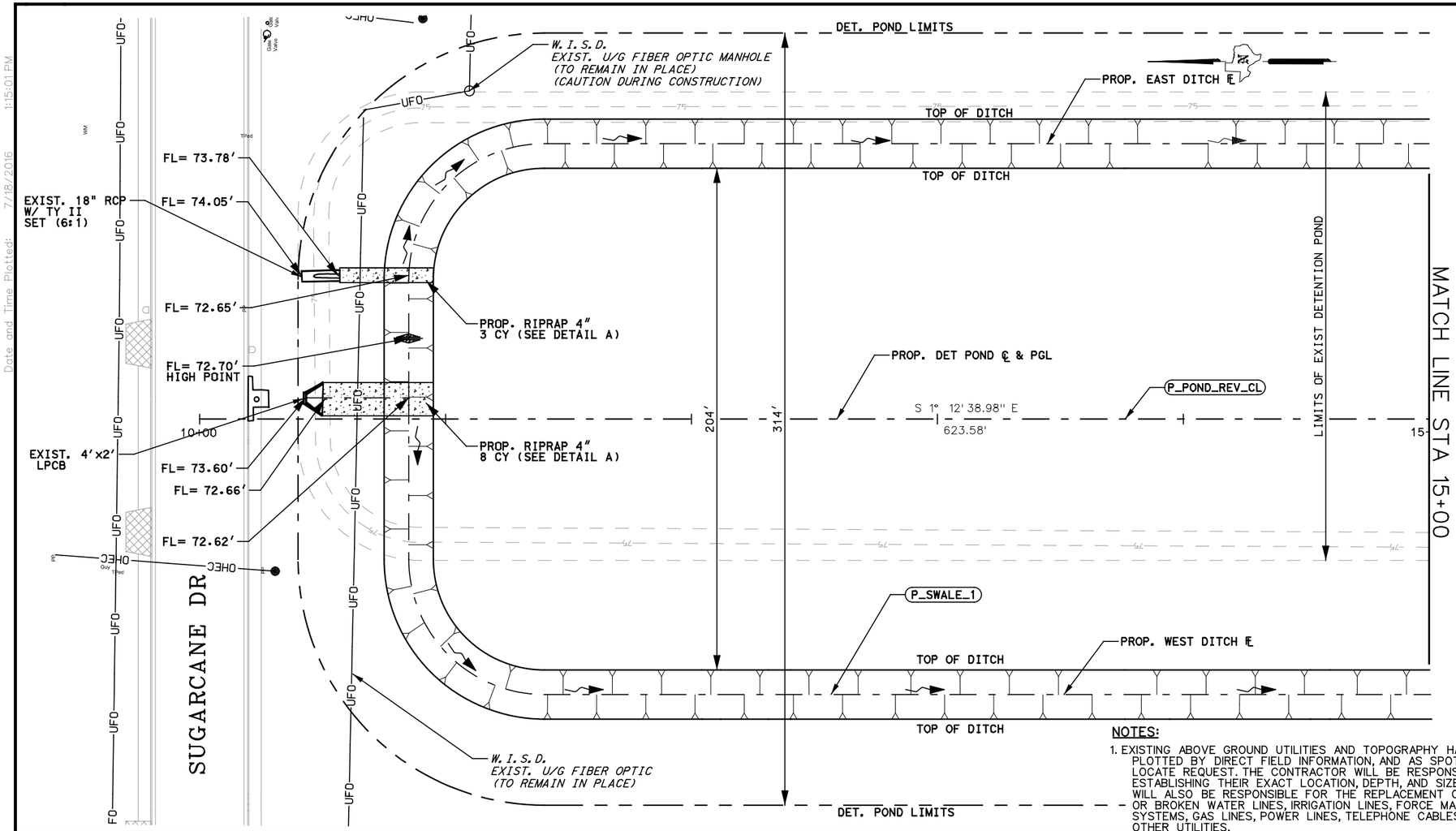

NOTES:

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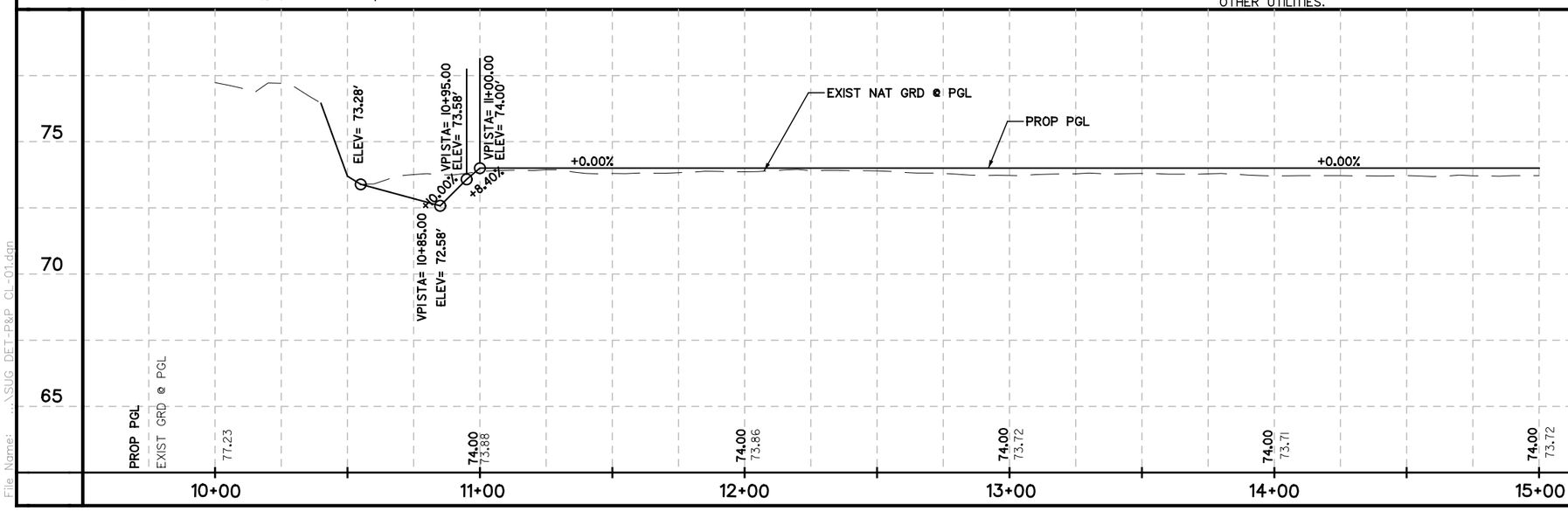

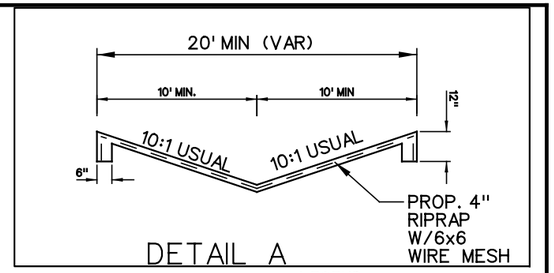

DETAIL A

LEGEND:

- HIGH POINT
- DIRECTION OF WATER FLOW

NOTES:

1. SEE ALIGNMENT DATA SHEET FOR PROPOSED CENTERLINE AND DITCH DATA.
2. ALL RCP SHALL BE CL III UNLESS OTHERWISE NOTED.
3. RECONNECTION OF EXISTING STORM DRAIN SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.

# SS	EXIST. # (DIAM INCH) SANITARY SEWER LINE
UFO	EXIST. UNDEGROUND FIBER OPTIC CABLE
OHE	EXIST. OVERHEAD ELECTRIC LINE
UE	EXIST. UNDERGROUND ELECTRIC LINE
OHEC	EXIST. OVERHEAD ELECTRIC LINE WITH CABLE LINE ATTACHED
OHEFC	EXIST. OVERHEAD ELECTRIC LINE WITH FIBER OPTIC AND CABLE LINE ATTACHED

NO.	DATE	REVISION	APP.

STATE OF TEXAS
ROBERTO FINA CARRAL
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LICENSED PROFESSIONAL ENGINEER

ROBERTO FINA CARRAL — 7/18/2016 DATE

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CITY OF WESLACO

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

SUGARCANE DR DETENTION POND IMPROVEMENTS

PLAN & PROFILE DETENTION POND

STA 10+00 TO STA 15+00

SCALE :1"=50'-H
1"=5'-V

SHEET 1 OF 3

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			9
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

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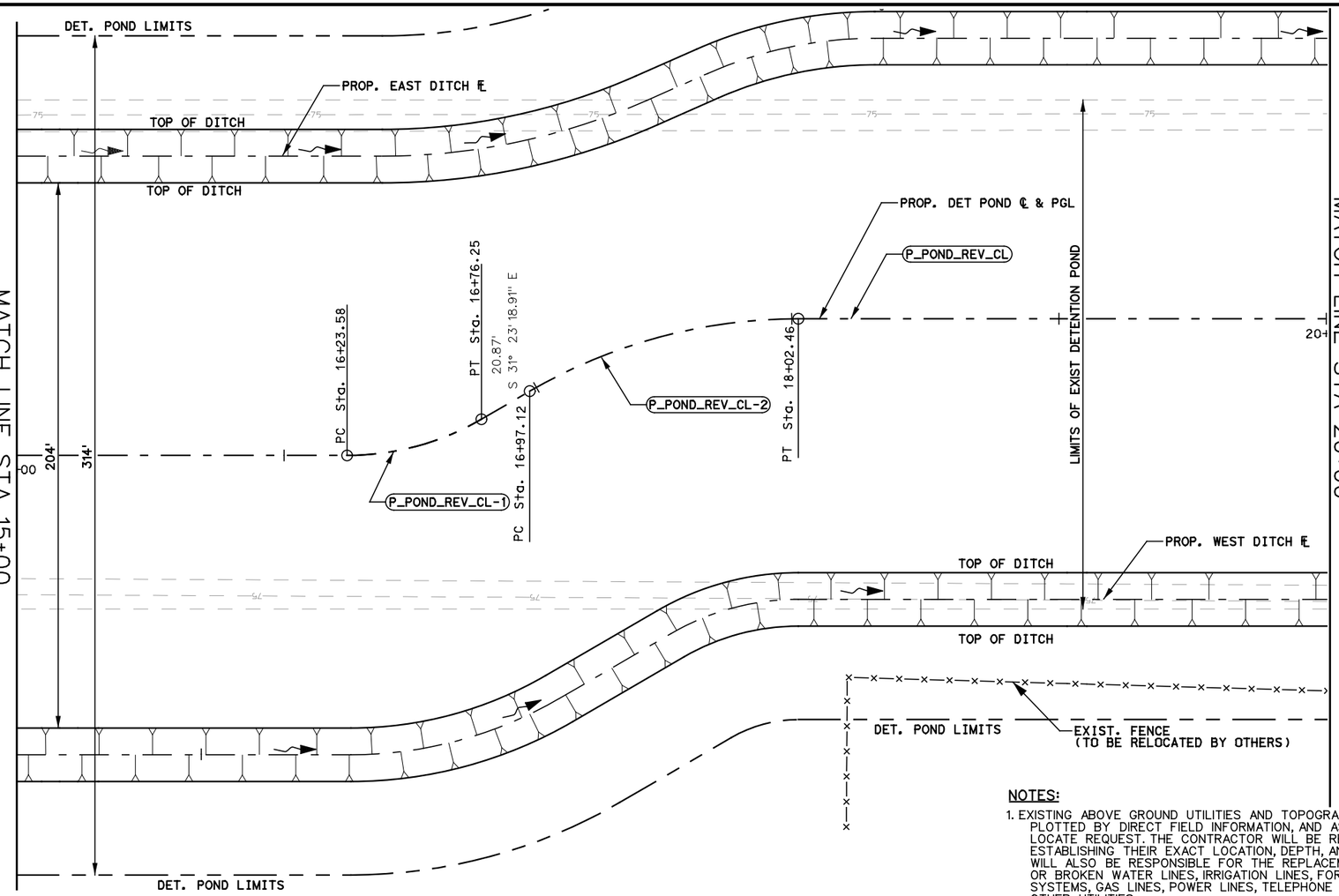

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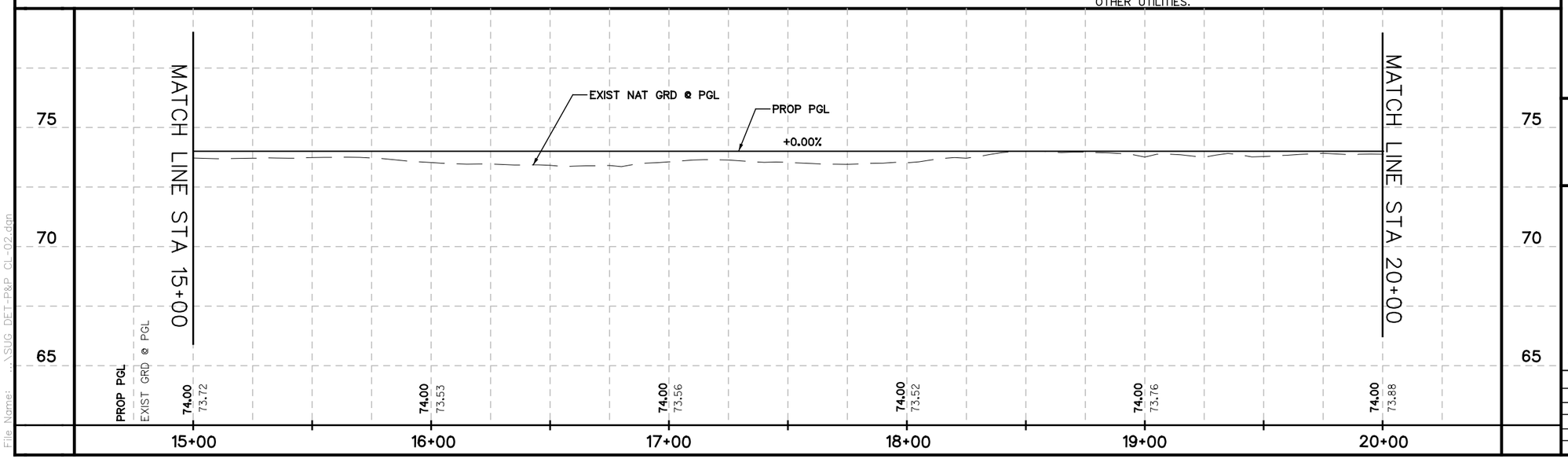

LEGEND:

HIGH POINT

DIRECTION OF WATER FLOW

NOTES:

1. SEE ALIGNMENT DATA SHEET FOR PROPOSED CENTERLINE AND DITCH DATA.
2. ALL RCP SHALL BE CL III UNLESS OTHERWISE NOTED.
3. RECONNECTION OF EXISTING STORM DRAIN SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.

 # SS — EXIST. # (DIAM INCH) SANITARY SEWER LINE

UFO — EXIST. UNDEGROUND FIBER OPTIC CABLE

OHE — EXIST. OVERHEAD ELECTRIC LINE

UE — EXIST. UNDERGROUND ELECTRIC LINE

OHEC — EXIST. OVERHEAD ELECTRIC LINE WITH CABLE LINE ATTACHED

OHEFC — EXIST. OVERHEAD ELECTRIC LINE WITH FIBER OPTIC AND CABLE LINE ATTACHED

NO.	DATE	REVISION	APP.

STATE OF TEXAS
ROBERTO FINA CARRAL
116857
LICENSED PROFESSIONAL ENGINEER

7/18/2016
ROBERTO FINA CARRAL — DATE

CITY ON THE GROW
CITY OF WESLACO

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

SUGARCANE DR
DETENTION POND IMPROVEMENTS

PLAN & PROFILE DETENTION POND

STA 15+00 TO STA 20+00

SCALE :1"=50'-H
1"=5'-V

SHEET 2 OF 3

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			10
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

Date and Time Plotted: 7/18/2016 1:15:02 PM
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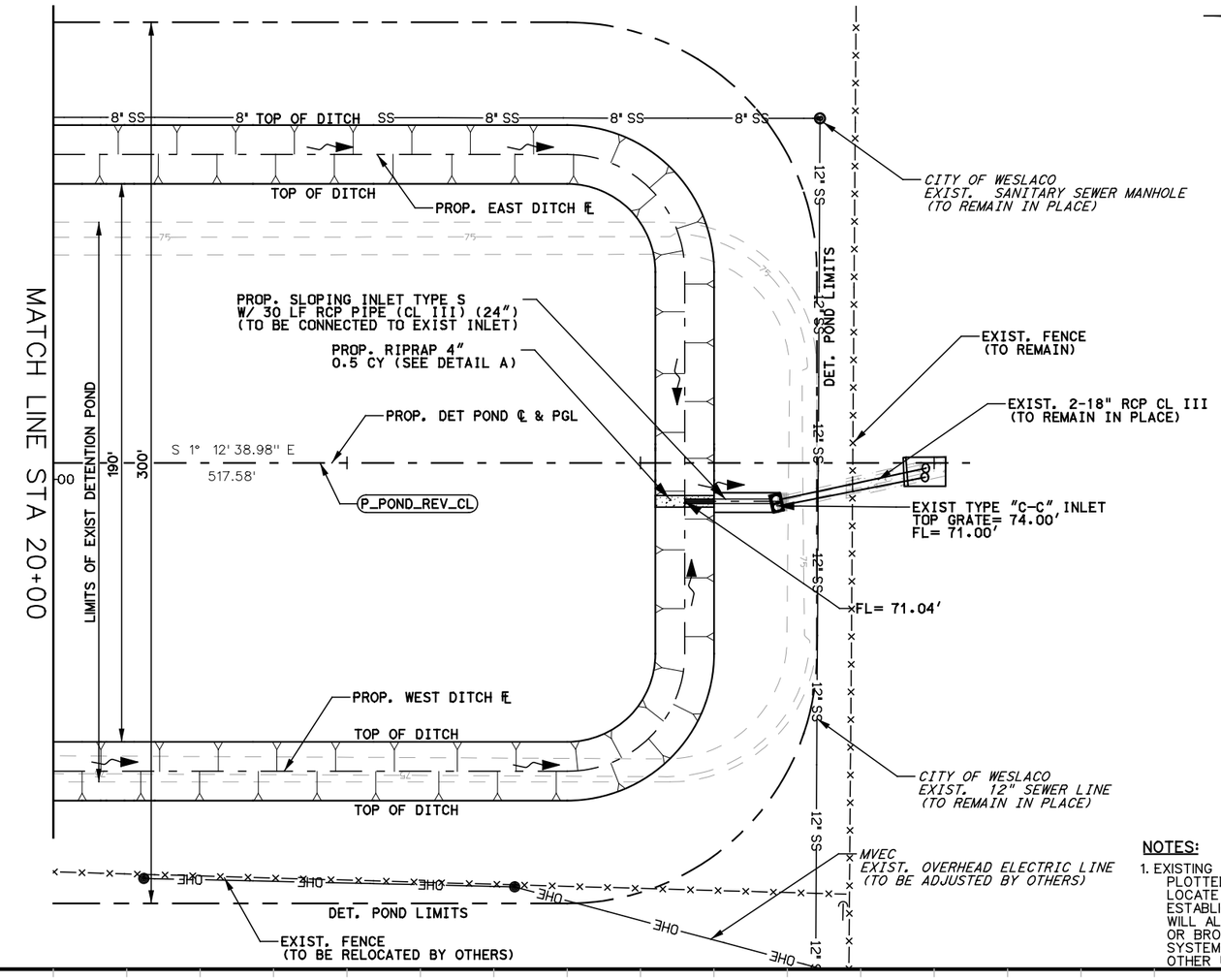

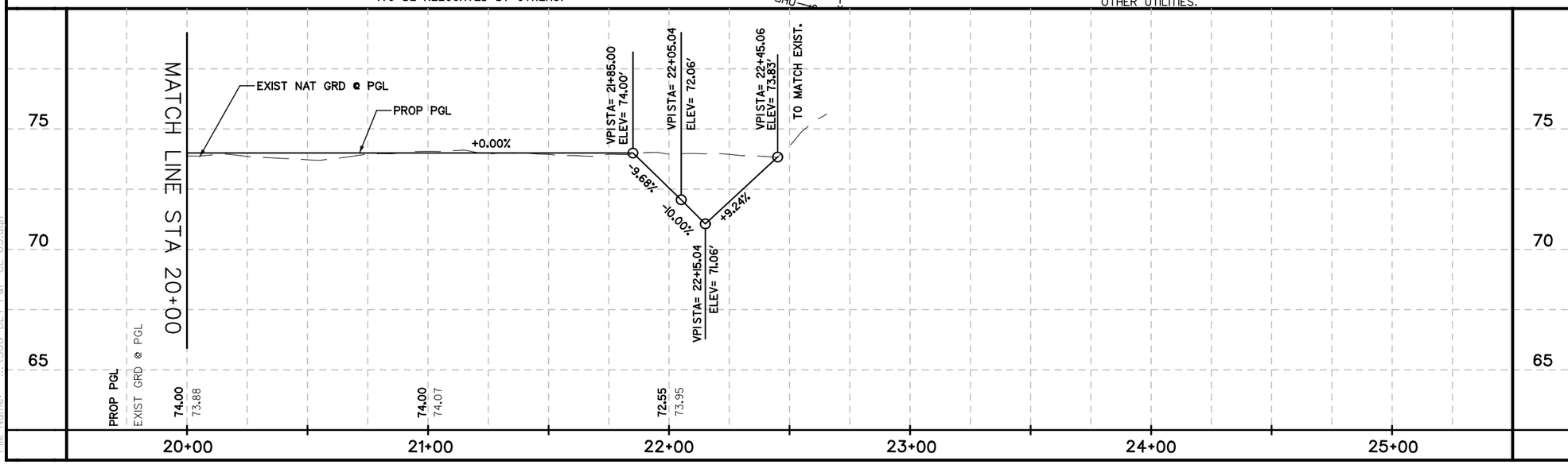

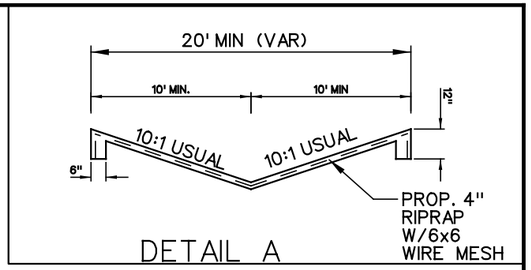

DETAIL A

LEGEND:

HIGH POINT

DIRECTION OF WATER FLOW

NOTES:

1. SEE ALIGNMENT DATA SHEET FOR PROPOSED CENTERLINE AND DITCH DATA.
2. ALL RCP SHALL BE CL III UNLESS OTHERWISE NOTED.
3. RECONNECTION OF EXISTING STORM DRAIN SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.

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UE	EXIST. UNDERGROUND ELECTRIC LINE
OHEC	EXIST. OVERHEAD ELECTRIC LINE WITH CABLE LINE ATTACHED
OHEFC	EXIST. OVERHEAD ELECTRIC LINE WITH FIBER OPTIC AND CABLE LINE ATTACHED

NOTES:

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NO.	DATE	REVISION	APP.

STATE OF TEXAS
ROBERTO FINA CARRAL
116857
LICENSED PROFESSIONAL ENGINEER

ROBERTO FINA CARRAL — 7/18/2016 DATE

CITY ON THE GROW
CITY OF WESLACO

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

SUGARCANE DR
DETENTION POND IMPROVEMENTS

PLAN & PROFILE DETENTION POND

STA 20+00 TO STA 23+20.05

SCALE :1"=50'-H
1"=5'-V

SHEET 3 OF 3

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			11
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

Date and Time Plotted: 7/18/2016 1:15:03 PM
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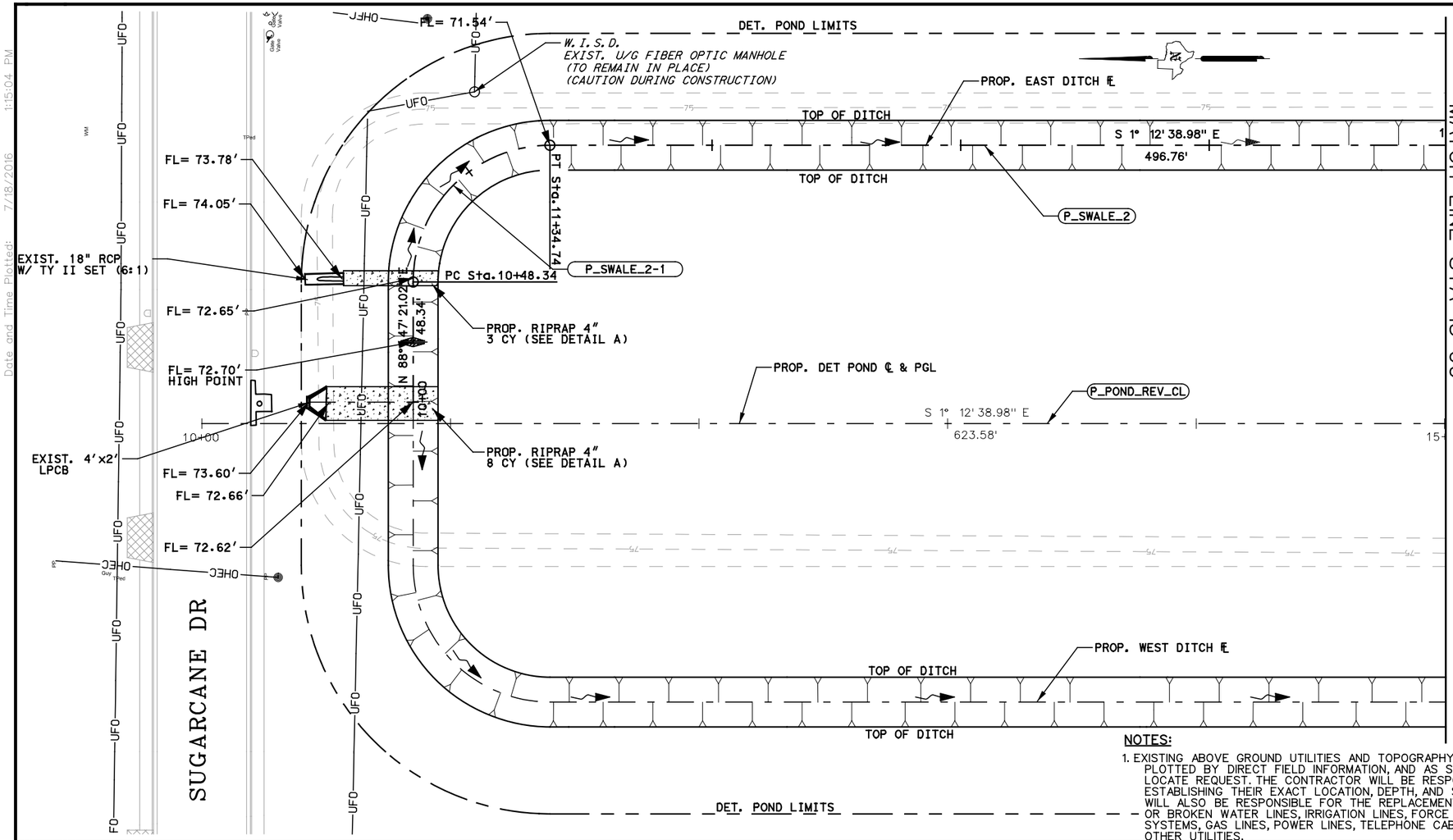

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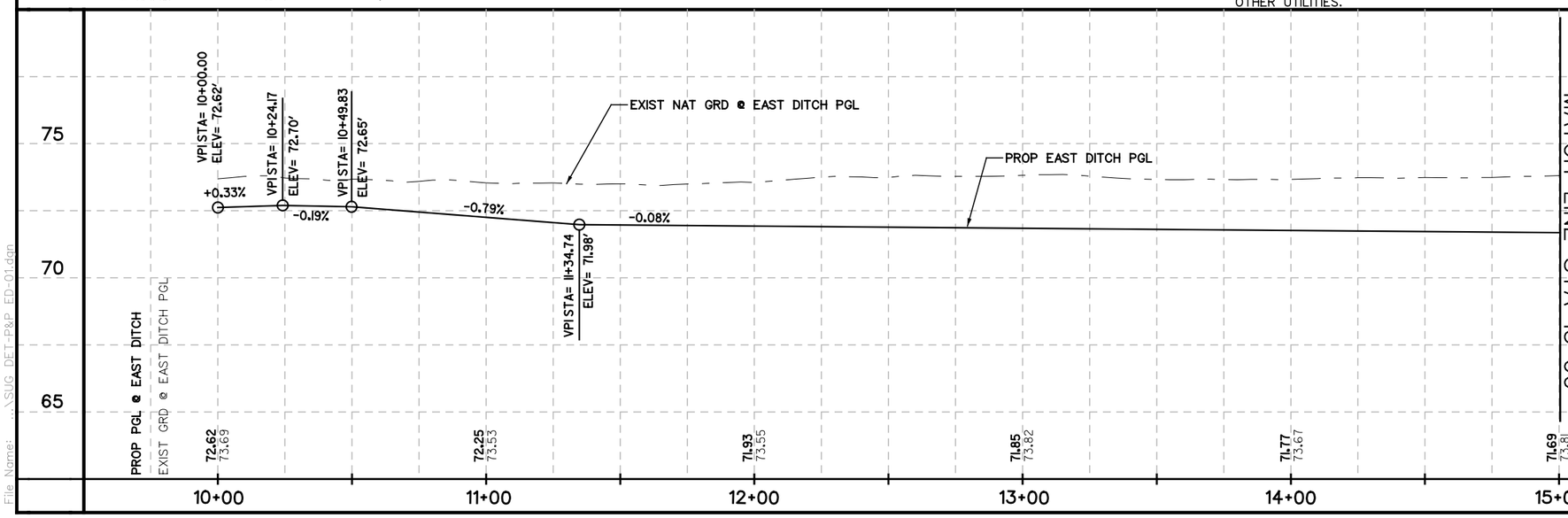

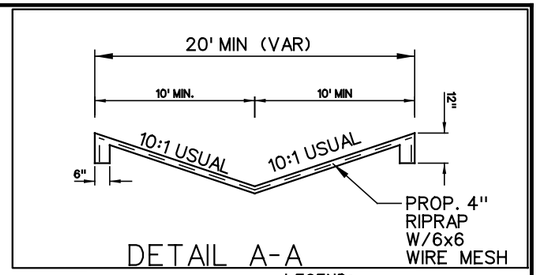

DETAIL A-A

LEGEND:

HIGH POINT

DIRECTION OF WATER FLOW

NOTES:

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OHE	EXIST. OVERHEAD ELECTRIC LINE
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NO.	DATE	REVISION	APP.

STATE OF TEXAS
ROBERTO FINA CARRAL
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LICENSED PROFESSIONAL ENGINEER

ROBERTO FINA CARRAL — 7/18/2016 DATE

CITY ON THE GROW
CITY OF WESLACO

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

SUGARCANE DR DETENTION POND IMPROVEMENTS

PLAN & PROFILE EAST DITCH

STA 10+00 TO STA 15+00

SCALE :1"=50-H
1"=5'-V

SHEET 1 OF 3

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			12
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

Date and Time Plotted: 7/18/2016 1:15:04 PM
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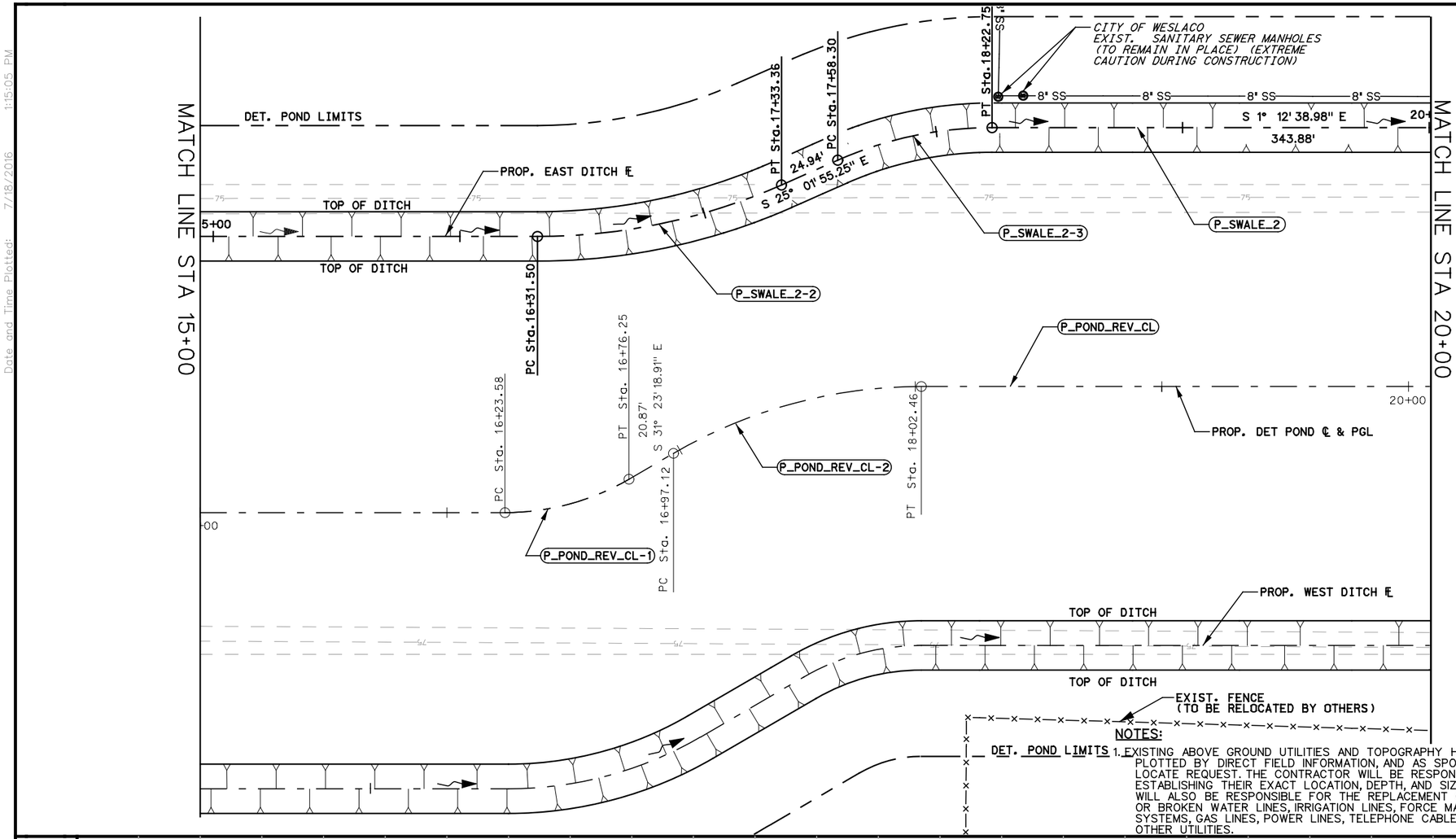
Date and Time Plotted: 7/18/2016 1:15:05 PM



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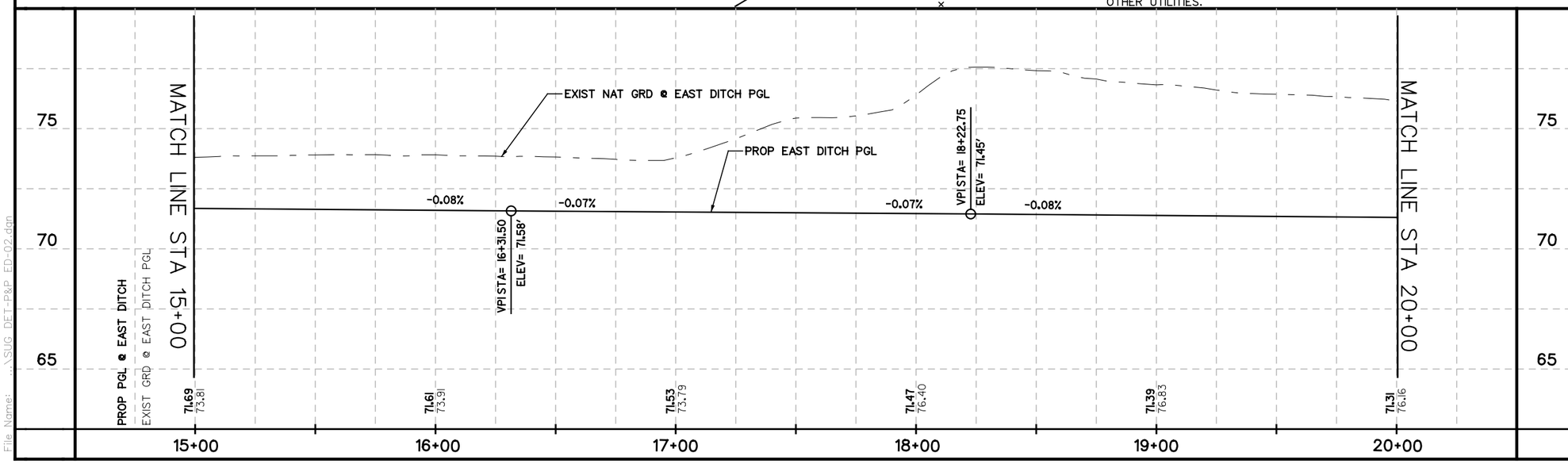

LEGEND:

- HIGH POINT
- DIRECTION OF WATER FLOW

NOTES:

1. SEE ALIGNMENT DATA SHEET FOR PROPOSED CENTERLINE AND DITCH DATA.
2. ALL RCP SHALL BE CL III UNLESS OTHERWISE NOTED.
3. RECONNECTION OF EXISTING STORM DRAIN SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.

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UFO	EXIST. UNDEGROUND FIBER OPTIC CABLE
OHE	EXIST. OVERHEAD ELECTRIC LINE
UE	EXIST. UNDERGROUND ELECTRIC LINE
OHEC	EXIST. OVERHEAD ELECTRIC LINE WITH CABLE LINE ATTACHED
OHEFC	EXIST. OVERHEAD ELECTRIC LINE WITH FIBER OPTIC AND CABLE LINE ATTACHED

NO.	DATE	REVISION	APP.

STATE OF TEXAS
ROBERTO FINA CARRAL
116857
LICENSED PROFESSIONAL ENGINEER

7/18/2016
ROBERTO FINA CARRAL — DATE

CITY ON THE GROW
CITY OF WESLACO

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

SUGARCANE DR
DETENTION POND IMPROVEMENTS

PLAN & PROFILE
EAST DITCH

STA 15+00 TO STA 20+00

SCALE :1"=50-H
1"=5'-V

SHEET 2 OF 3

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			13
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

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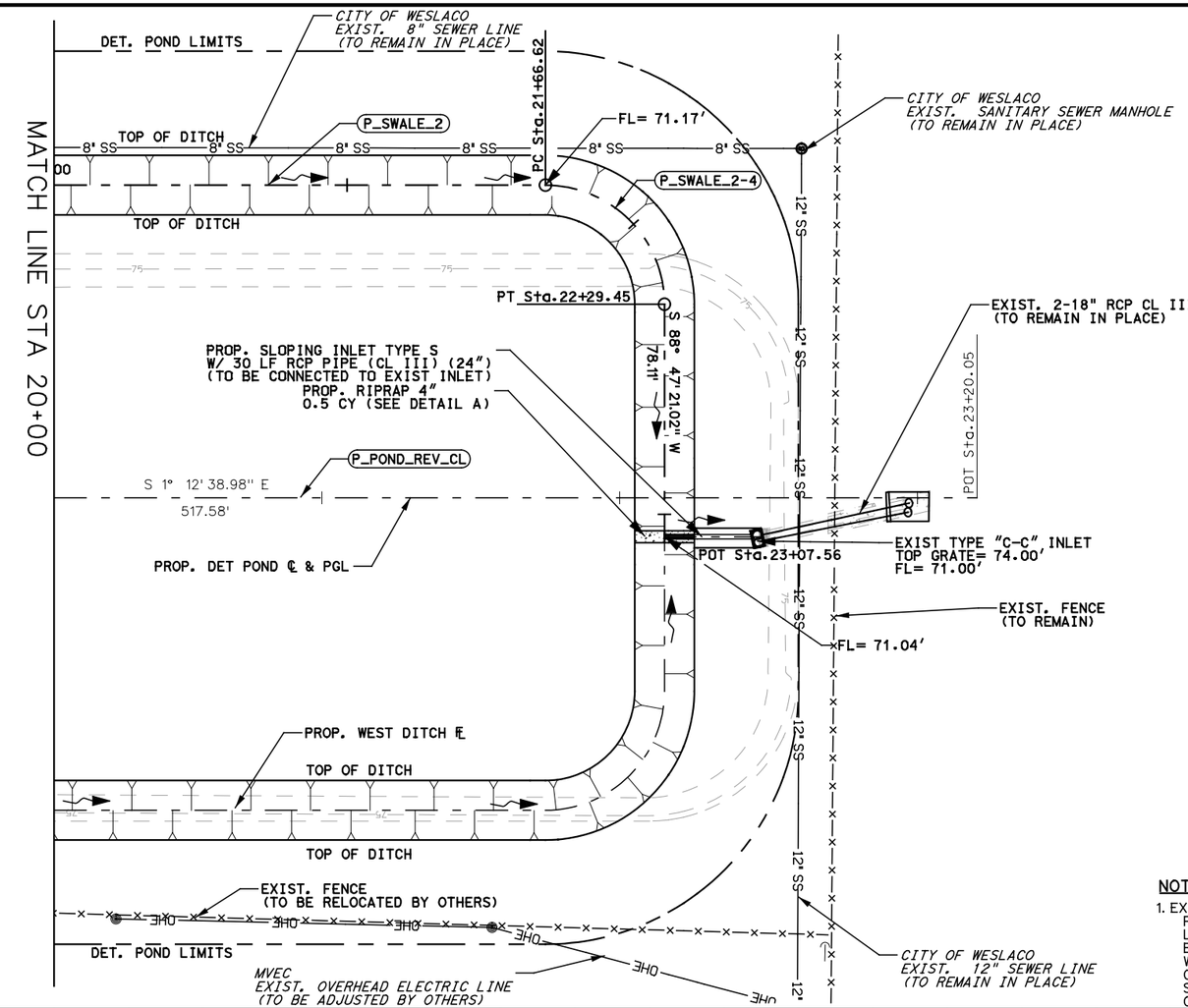

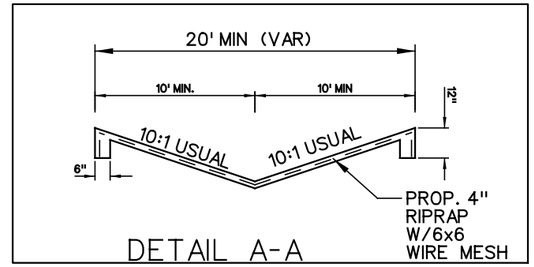

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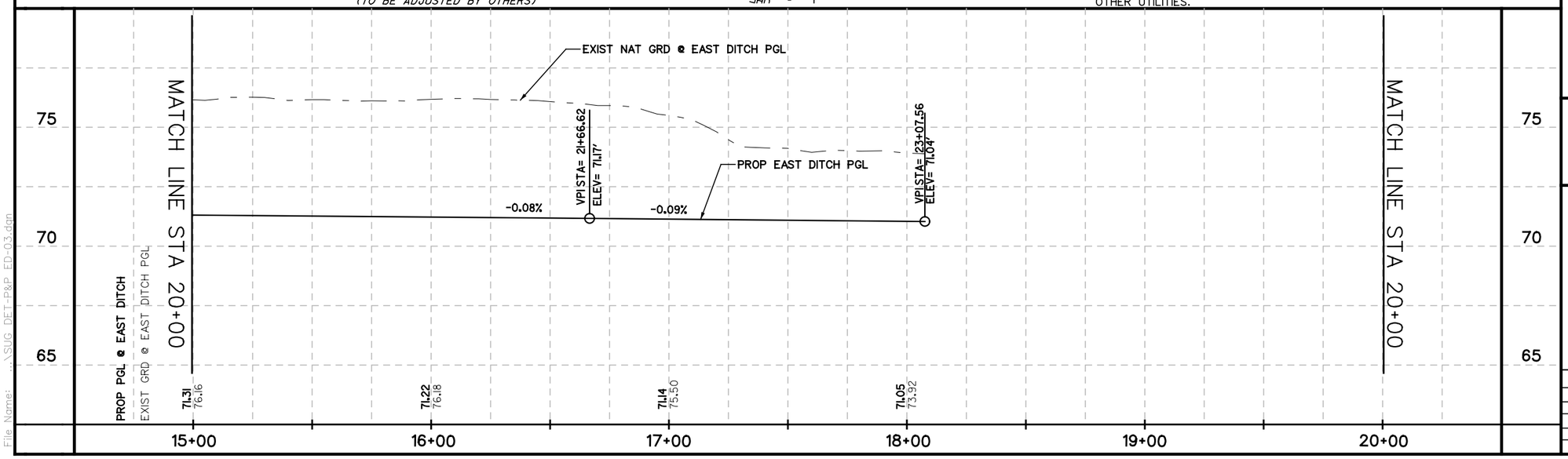

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SUGARCANE DR
DETENTION POND IMPROVEMENTS

PLAN & PROFILE
EAST DITCH

STA 20+00 TO STA 23+79.24

SCALE :1"=50-H
1"=5'-V

SHEET 3 OF 3

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			14
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

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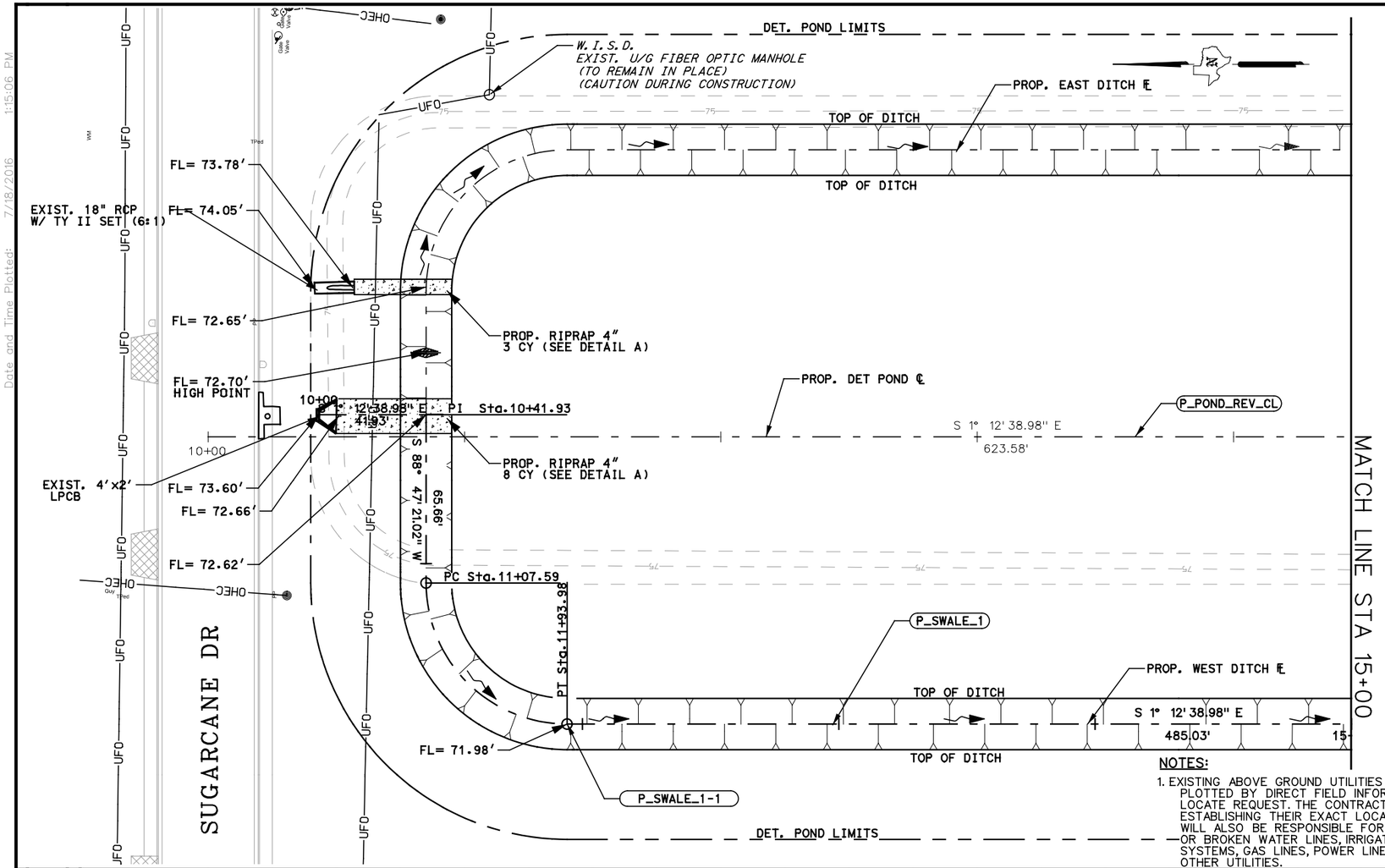

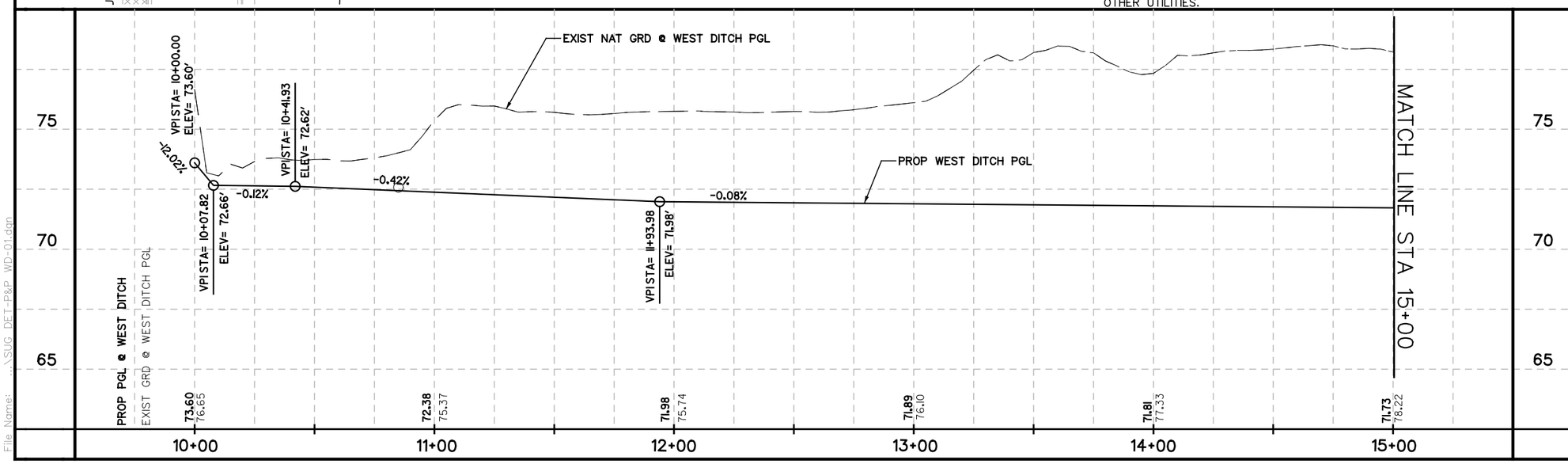

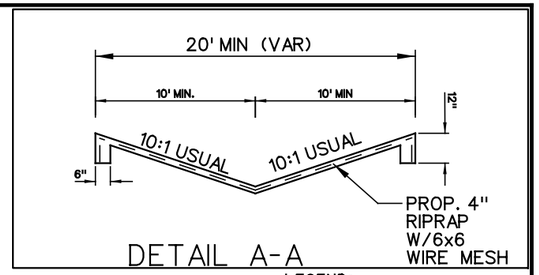

DETAIL A-A

LEGEND:

HIGH POINT

DIRECTION OF WATER FLOW

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SUGARCANE DR DETENTION POND IMPROVEMENTS

PLAN & PROFILE WEST DITCH

STA 10+00 TO STA 15+00

SCALE :1"=50-H
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SHEET 1 OF 3

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			15
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

Date and Time Plotted: 7/18/2016 1:15:06 PM
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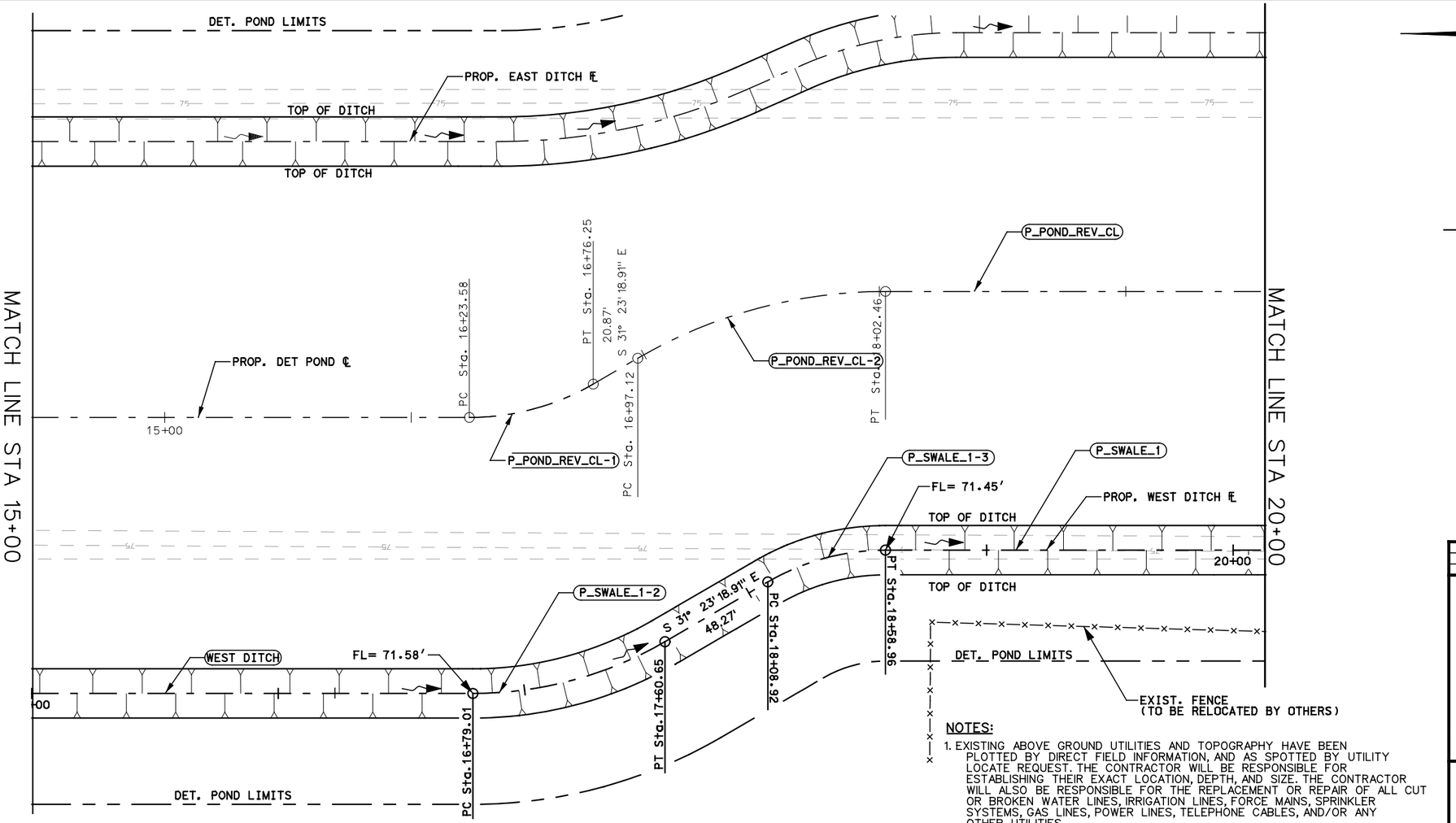

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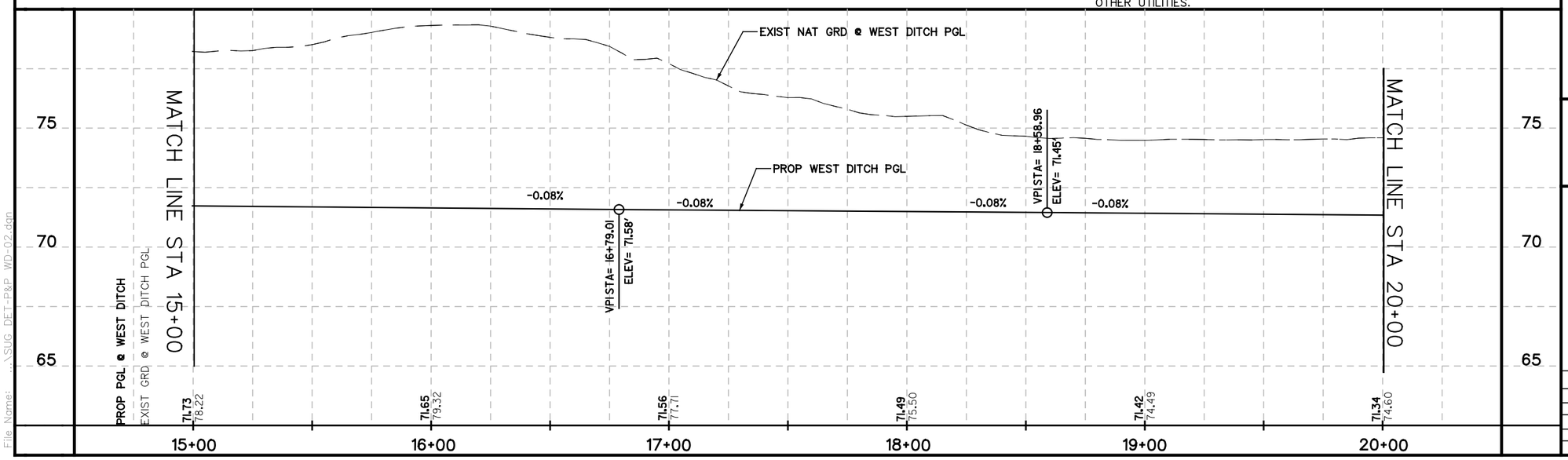

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SHEET 2 OF 3

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			16
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

Date and Time Plotted: 7/18/2016 1:15:07 PM
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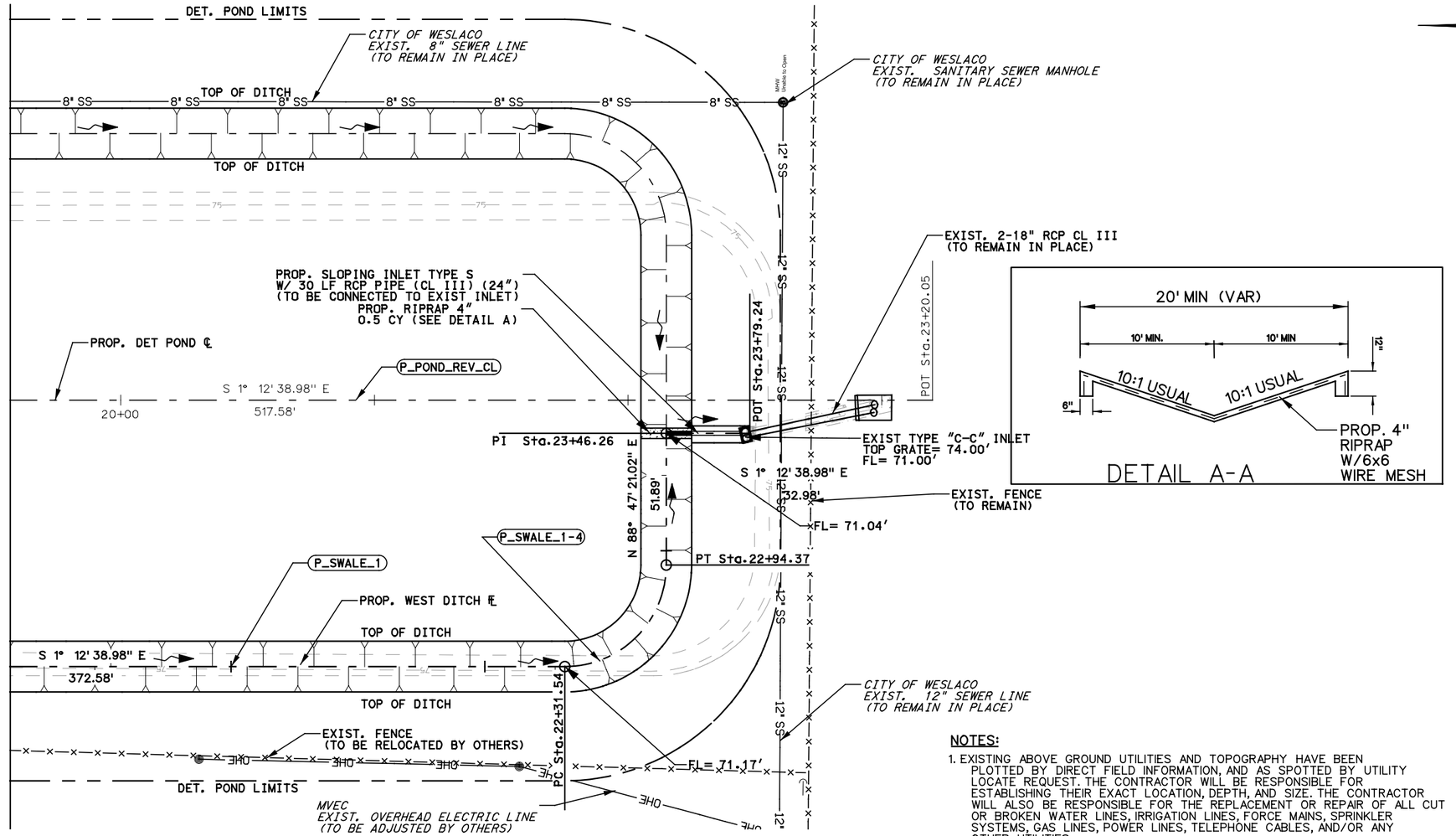
Date and Time Plotted: 7/18/2016 1:15:07 PM



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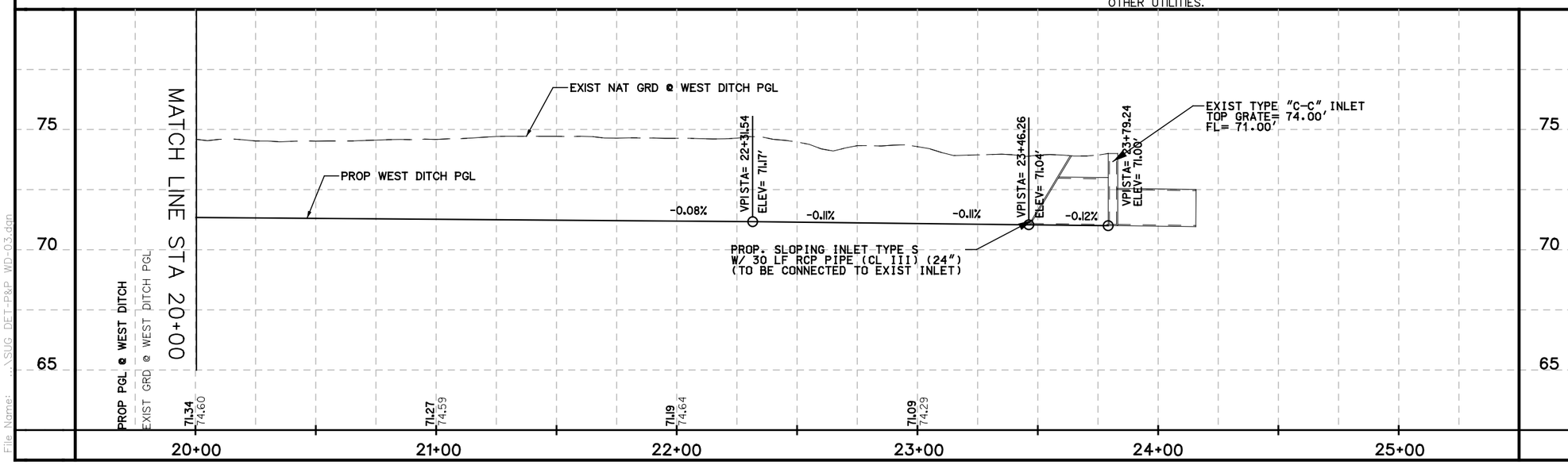

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SUGARCANE DR DETENTION POND IMPROVEMENTS

PLAN & PROFILE WEST DITCH

STA 20+00 TO STA 23+46.26

SCALE :1"=50-H
1"=5'-V

SHEET 3 OF 3

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			17
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

File Name: ROBERT
File Name: ...\SUG DET P&P WD-03.dgn

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DATE:
FILE:

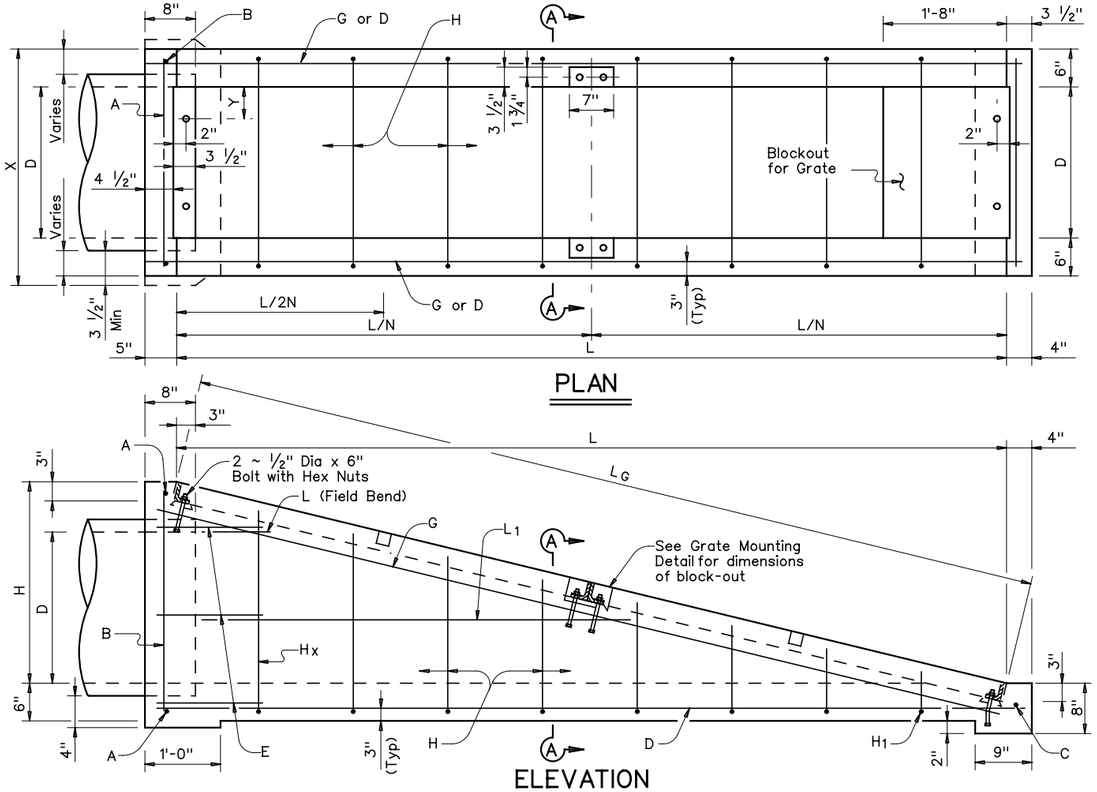
BILL OF REINFORCING STEEL

SLOPE	Y	N	DIA OF PIPE - D	TABLE OF DIMENSIONS X	H	L	BARS A No.	Spa	Length	Wgt	BARS B No.	Spa	Length	Wgt	BARS C No.	Spa	Length	Wgt	BARS D No.	Spa	Length	Wgt	BARS E No.	Spa	Length	Wgt	BARS G No.	Spa	Length	Wgt	BARS H Av No.	Spa	Length	Wgt	BARS L No.	Spa	Length	Wgt	BARS L_1 Av No.	Spa	Length	Wgt	TOTAL QUANTITIES STEEL Lb	CONC CY
6:1	4 ½"	2	18"	2'-6"	2'-1 ½"	12'-9"	2	~	2'- 3"	3	2	~	2'- 5"	3	1	~	2'- 3"	2	3	12" ±	13'- 3"	27	6	12" ±	2'- 6"	10	2	~	13'- 5"	18	12	12" ±	4'- 5"	35	2	12" ±	2'- 0"	3	2	12" ±	6'-10"	9	110	1.1
6:1	5"	2	24"	3'-0"	2'-8"	16'-0"	2	~	2'-10"	4	2	~	3'- 0"	4	1	~	2'- 9"	2	4	12" ±	16'- 6"	44	8	12" ±	2'- 6"	13	2	~	16'- 9"	22	15	12" ±	5'- 6"	55	2	12" ±	2'- 0"	3	2	12" ±	9'-10"	13	160	1.7
6:1	5 ½"	3	30"	3'-6"	3'-2 ½"	19'-3"	2	~	3'- 5"	5	2	~	3'- 7"	5	1	~	3'- 3"	2	4	12" ±	19'- 9"	53	8	12" ±	2'- 6"	13	2	~	20'- 0"	27	19	12" ±	6'- 6"	83	2	12" ±	2'- 0"	3	4	12" ±	10'- 1"	27	218	2.4
6:1	6"	3	36"	4'-0"	3'-9"	22'-6"	2	~	4'- 0"	5	2	~	4'- 2"	5	1	~	3'- 9"	3	5	12" ±	23'- 0"	77	10	12" ±	2'- 6"	17	2	~	23'- 3"	31	22	12" ±	7'- 7"	111	2	12" ±	2'- 0"	3	6	12" ±	13'- 9"	55	307	3.3
6:1	6 ½"	3	42"	4'-6"	4'-3 ½"	25'-9"	2	~	4'- 7"	6	2	~	4'- 9"	6	1	~	4'- 3"	3	5	12" ±	26'- 3"	88	10	12" ±	2'- 6"	17	2	~	26'- 8"	36	25	12" ±	8'- 7"	143	2	12" ±	2'- 0"	3	6	12" ±	13'-10"	55	357	4.4
6:1	4 ½"	4	48"	5'-0"	4'-10"	29'-0"	2	~	5'- 2"	7	2	~	5'- 4"	7	1	~	4'- 9"	3	6	12" ±	29'- 6"	118	12	12" ±	2'- 6"	20	2	~	29'-10"	40	29	12" ±	9'- 7"	186	2	12" ±	2'- 0"	3	8	12" ±	14'- 5"	77	461	5.7

GRATE QUANTITIES

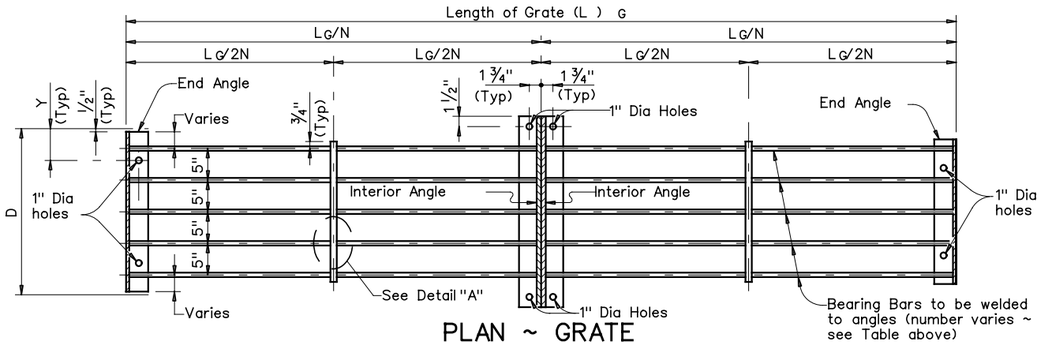
SLOPE	Y	DIA OF PIPE - D	N	TOTAL	BEARING BARS at 5" C-C No.	Size	L_G/N	Wgt	INTERIOR ANGLES No.	Size	Length	Wgt	END ANGLES No.	Size	Length	Wgt	1" SQUARE BARS No.	Length	Wgt	TOTAL WEIGHT Lb
6:1	4 ½"	18"	2	2	8	2 ½"x ½"	6'-5 ⅝"	220	2	3"x 3"x ½"	1'-0 ½"	38	2	3"x 3"x ½"	1'- 5"	27	2	1'-4 ½"	9	294
6:1	5"	24"	2	2	10	2 ½"x ½"	8'-1 ⅜"	345	2	3"x 3"x ½"	2'-6 ½"	48	2	3"x 3"x ½"	1'-11"	36	2	1'-9 ½"	12	441
6:1	5 ½"	30"	3	3	18	2 ½"x ½"	6'-6 ⅛"	498	4	3"x 3"x ½"	3'-0 ½"	114	2	3"x 3"x ½"	2'- 5"	45	3	2'-2 ½"	23	680
6:1	6"	36"	3	3	21	2 ½"x ½"	7'-7 ¼"	679	4	3"x 3"x ½"	3'-6 ½"	133	2	3"x 3"x ½"	2'-11"	55	3	2'-7 ½"	27	894
6:1	6 ½"	42"	3	3	24	2 ½"x ½"	8'-8 ⅜"	888	4	3"x 3"x ½"	4'-0 ½"	152	2	3"x 3"x ½"	3'- 5"	64	3	3'-0 ½"	31	1135
6:1	4 ½"	48"	4	4	40	2 ½"x ½"	7'-4 ⅛"	1249	6	3"x 3"x ½"	4'-6 ½"	256	2	3"x 3"x ½"	3'-11"	74	4	3'-10 ½"	53	1632

Note: For pipe sizes of 21", 27" and 33" use inlets for pipe sizes 24", 30" and 36", respectively.
N = Number of Grate Units

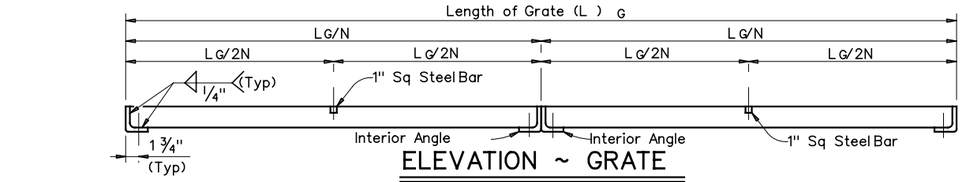


PLAN

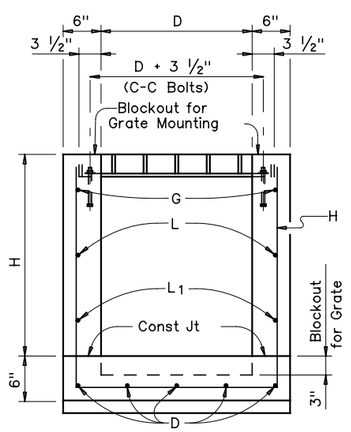
ELEVATION



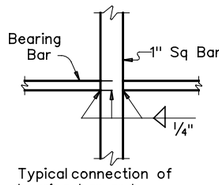
PLAN ~ GRATE



ELEVATION ~ GRATE

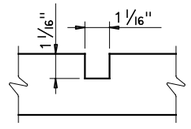


SECTION A-A



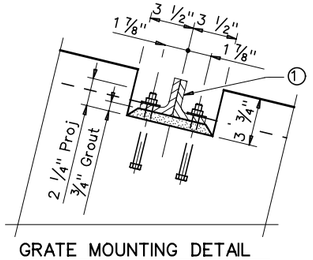
Typical connection of bearing bar and 1" square bar

DETAIL A



NOTCH FOR 1" SQUARE BAR

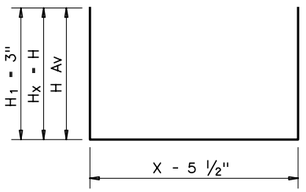
Notch to be punched clean and square



GRATE MOUNTING DETAIL

① Interior angles with 4 ~ ½" dia x 6" Bolts, Hex Nuts and Washers

GRATE DETAILS



BARS H

GENERAL NOTES:

Quantities shown hereon are for Contractor's information only. Unless otherwise shown in the plans, payment will be made for each inlet of the Type specified.

When approved, precast inlets with equivalent structural capacity may be furnished. Sealed engineering calculations and drawings shall be submitted for approval prior to construction.

Shop drawings will not be required.

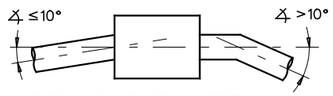
In areas of conflict between reinforcing steel, blockouts, pipes, anchor bolts or other reinforcing steel, the reinforcement shall be bent or adjusted to clear as directed by the Engineer.

Structural Steel for grates shall conform to the requirements of ASTM Designation A-36 or AISI Designation M1010-M1020.

All reinforcing steel shall be #4 unless otherwise noted.

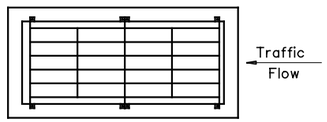
All steel components except reinforcing, shall be galvanized after fabrication. Galvanizing damaged during transport or construction shall be repaired in accordance with the specifications.

All concrete shall be Class "A" (f'c = 3000 psi).



PIPE CONNECTION DETAIL

Connecting pipes should enter within 10° of normal to inlet wall. If necessary, pipe elbow or curved approach alignment should be used to stay within this limit.



GRATE ORIENTATION DETAIL

If possible, horizontal grate inlet should be oriented such that both traffic and ditch water approach parallel to bars on grate. If this is not possible, orientation must favor traffic flow.

Texas Department of Transportation

Bridge Division Standard

SLOPING INLET TYPE S
(18" to 48" PIPES)

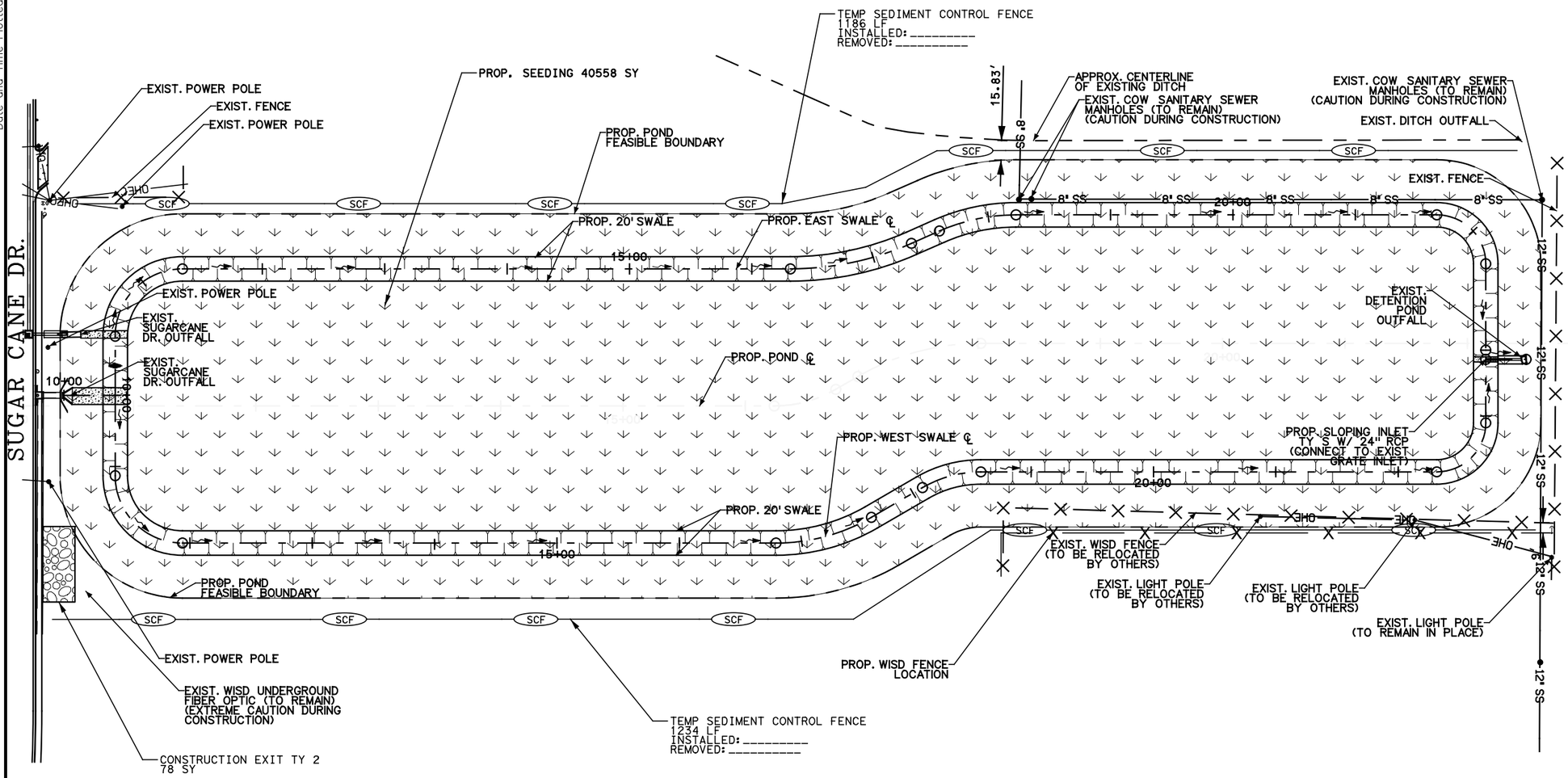
IL-S

FILE:	il-sstde.dgn	DN: TxDOT	CK: TER	DW: MCB	CK: TER/GAF
©TxDOT	February 2010	CONT	SECT	JOB	HIGHWAY
REVISIONS					SUGARCANE DR
		DIST	COUNTY		SHEET NO.
					18

Date and Time Plotted: 7/18/2016 1:15:09 PM

LEGEND:

- CULVERT LOCATION
- DIRECTION OF FLOW
- SEEDING AREA / TOPSOIL
- CONSTRUCTION EXIT (TYPE 2)
- SCF — TEMP SEDIMENT CONTROL FENCE



NO.	DATE	REVISION	APP.

STATE OF TEXAS
ROBERTO FINA CARRAL
116857
LICENSED PROFESSIONAL ENGINEER

7/18/2016
ROBERTO FINA CARRAL — DATE

CITY ON THE GROW
CITY OF WESLACO

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

SUGARCANE DR
DETENTION POND IMPROVEMENTS

SW3P LAYOUT

SCALE: 1"=100'

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
			19
STATE	DIST.	COUNTY	
TEXAS		HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
			SUGARCANE DR

File Name: ROBERT
File Name: ...\SUG DET-SW3P.dgn

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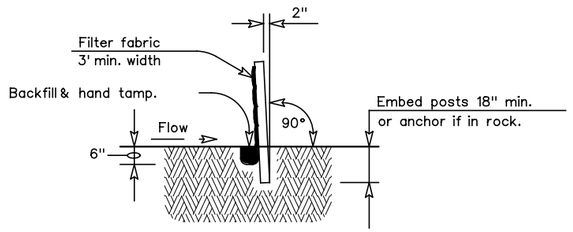
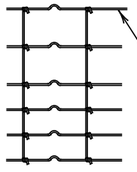
DATE:
FILE:



SECTION A-A

Galv. Hinge joint knot woven mesh (12.5 Ga. Min.) requires a minimum of five horizontal wires spaced at a max.12 inches apart and all vertical wires spaced at a max. 12 inches apart.



Hinge Joint Knot Woven Mesh (Option)

GENERAL NOTES

1. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

Sediment Control Fence —— SCF ——

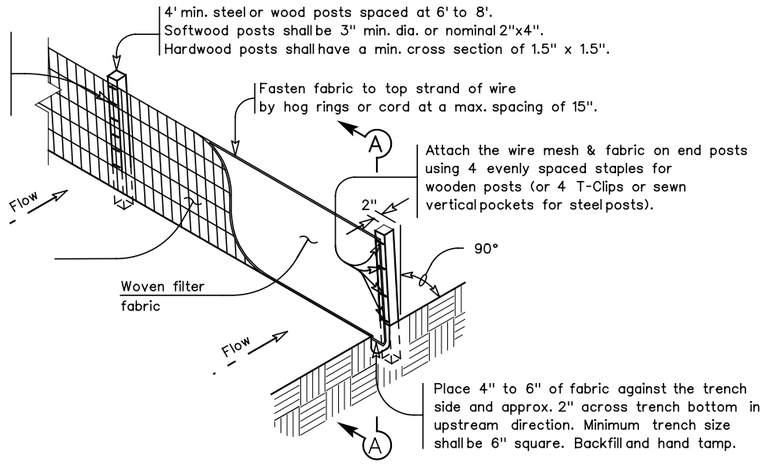
SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a max. flow through rate of 100 GPM/FT . Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

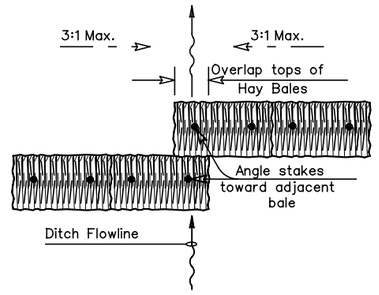
Connect the ends of successive reinforcement sheets or rolls a min. of 6 times with hog rings.

Galv. Welded wire mesh (W.W.M.) with a max. opening size of 2"x 4", or Woven Mesh (W.M.) (See Detail)

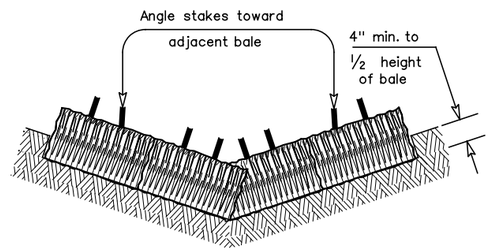


TEMPORARY SEDIMENT CONTROL FENCE

SCF



PLAN VIEW



PROFILE VIEW

PLANS SHEET LEGEND

Baled Hay —— BH ——

BALED HAY USAGE GUIDELINES

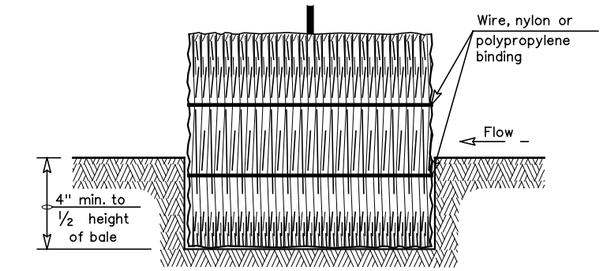
A Baled Hay installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flow rate to be filtered. The installation should be sized to filter a maximum flow thru rate of 5 GPM/FT^2 of cross sectional area. Baled hay may be used at the following locations:

1. Where the runoff approaching the baled hay flows over disturbed soil for less than 100'. If the slope of the disturbed soil exceeds 10%, the length of slope upstream the baled hay should be less than 50'.
2. Where the installation will be required for less than 3 months.
3. Where the contributing drainage area is less than ½ acre.

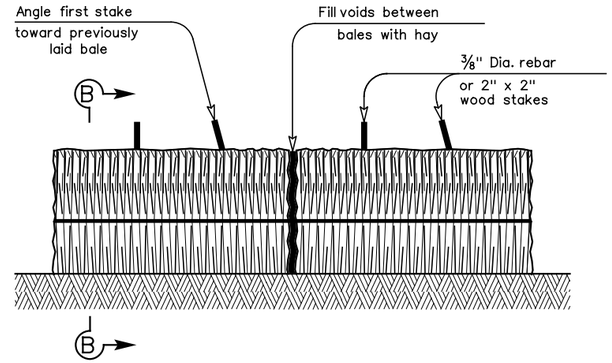
For Baled Hay installations in small ditches, the additional following considerations apply:

1. The ditch sideslopes should be graded as flat as possible to maximize the drainage flowrate thru the hay.
2. The ditch should be graded large enough to contain the overtopping drainage when sediment has filled to the top of the baled hay.

Bales should be replaced usually every 2 months or more often during wet weather when loss of structural integrity is accelerated.



SECTION B-B



BALED HAY FOR EROSION CONTROL

BH

GENERAL NOTES

1. Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 Lbs.
2. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetative matter.
3. Hay bales shall be embedded in the soil a minimum of 4" and where possible ½ the height of the bale.
4. Hay bales shall be placed in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
5. Hay bales shall be securely anchored in place with ⅜" Dia. rebar or 2" x 2" wood stakes, driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation

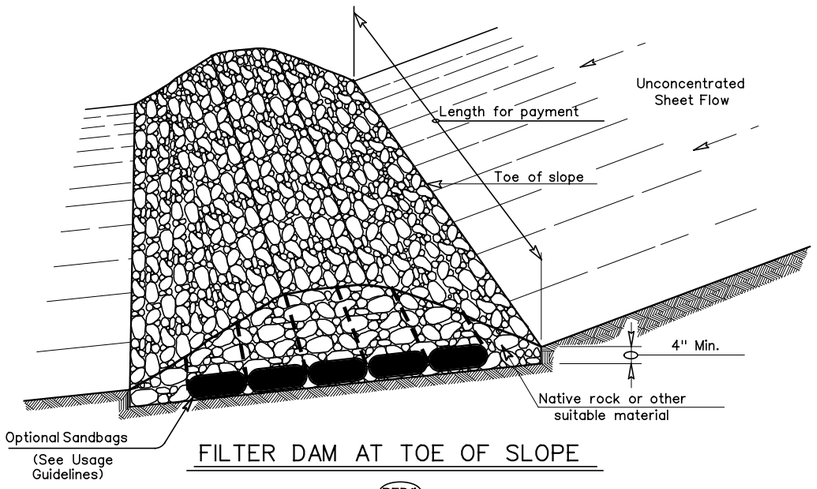
Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & BALED HAY

EC(1)-09

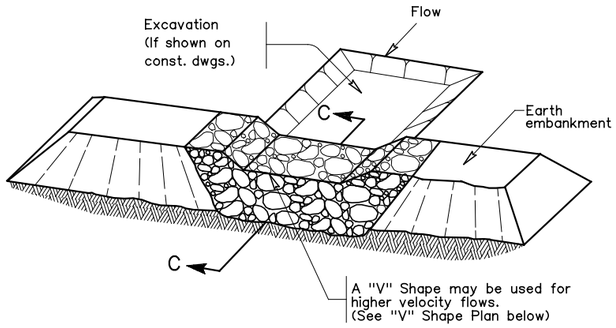
FILE: ec109.dgn	DN: TxDOT	CK: AM	DW: TV	CK: BD
© TxDOT June 1993	CONT	SECT	JOB	HIGHWAY
REVISIONS				SUGARCANE DR
	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		20



FILTER DAM AT TOE OF SLOPE

RFD1

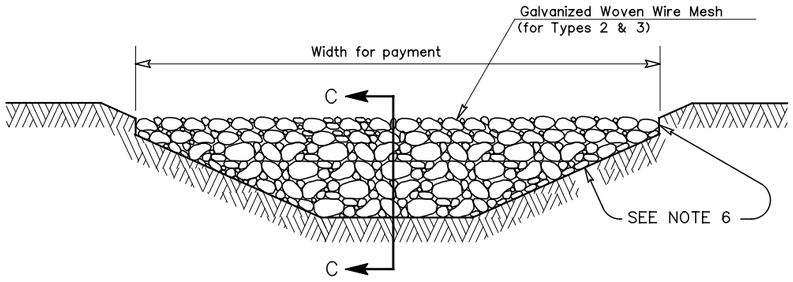
TYPE 1



FILTER DAM AT SEDIMENT TRAP

RFD1 OR RFD2

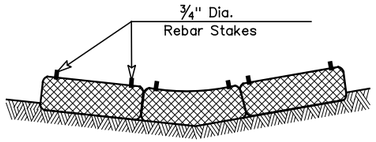
TYPE 1 OR TYPE 2



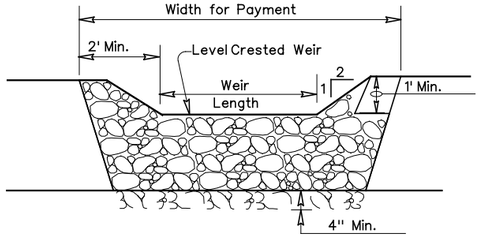
FILTER DAM AT CHANNEL SECTIONS

RFD1 OR RFD2 OR RFD3

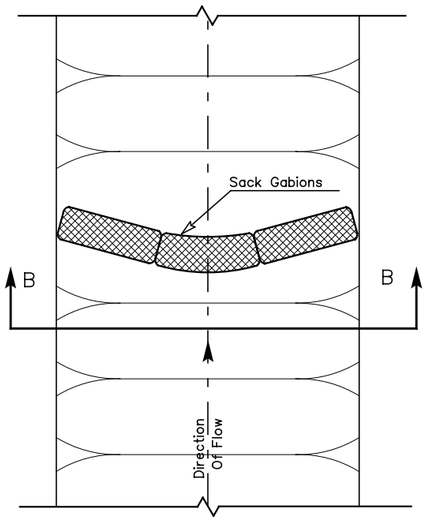
TYPE 1 OR TYPE 2



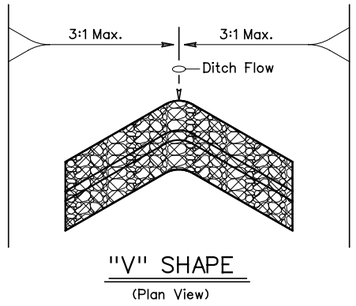
SECTION B-B



PROFILE

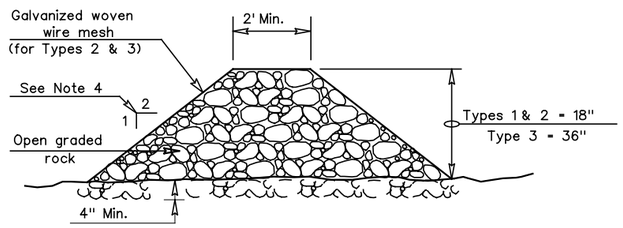


PLAN VIEW



"V" SHAPE

(Plan View)



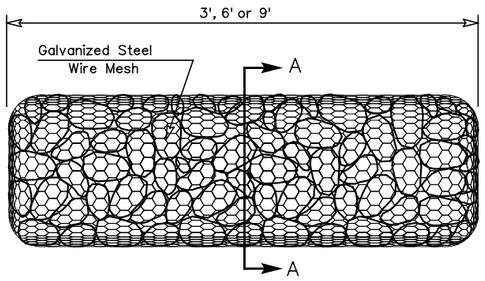
SECTION C-C

PLANS SHEET LEGEND

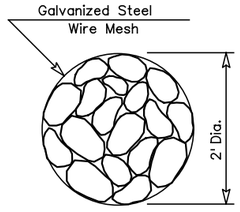
Type 1 Rock Filter Dam — RFD1

Type 2 Rock Filter Dam — RFD2

Type 3 Rock Filter Dam — RFD3



TYPE 4 (SACK GABIONS)



SECTION A-A

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT ^{2} of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

Type 1 (18" high with no wire mesh): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approx. 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. In stream use the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with ¾" dia. rebar stakes.
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

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LEVELS DISPLAYED

60

1

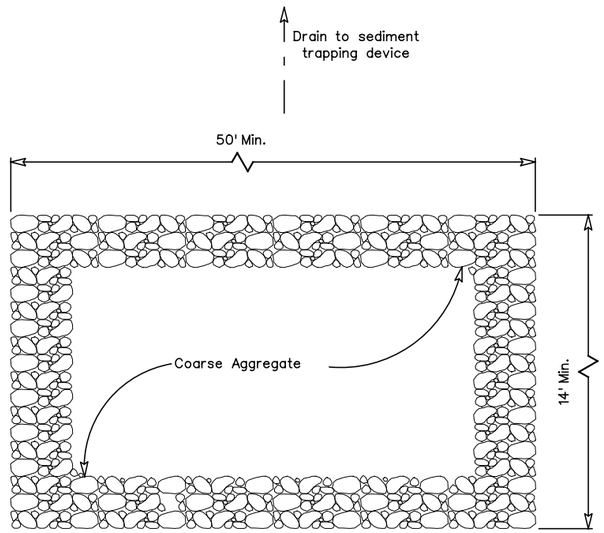
Texas Department of Transportation
Design Division (Roadway)

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

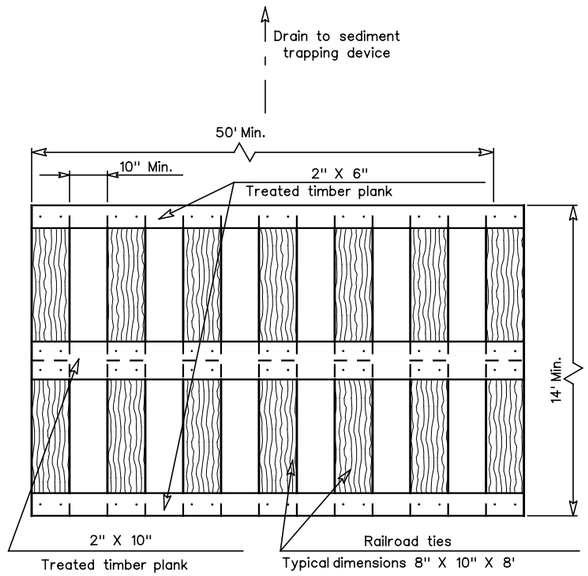
ROCK FILTER DAMS

EC(2)-93

FILE: EC293.DGN	DN: HEJ	CK: HEJ	DW: BGD	CK:	
© TxDOT JUNE 1993	DISTRICT	FEDERAL AID PROJECT			SHEET
REVISIONS	PHR				21
	COUNTY		CONTROL	SECT	JOB	HIGHWAY
	HIDALGO					SUGARCANE DR



PLAN



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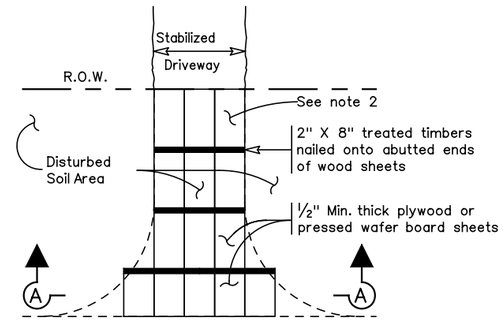
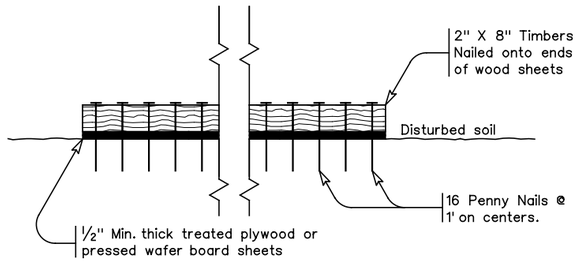
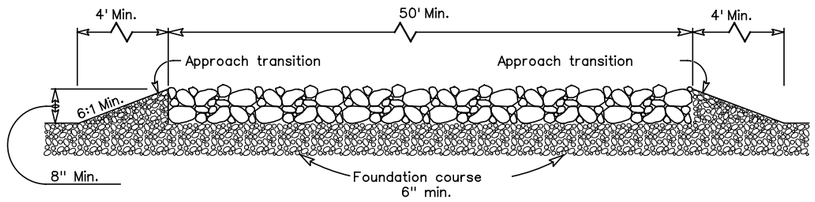


PLAN



SECTION A-A

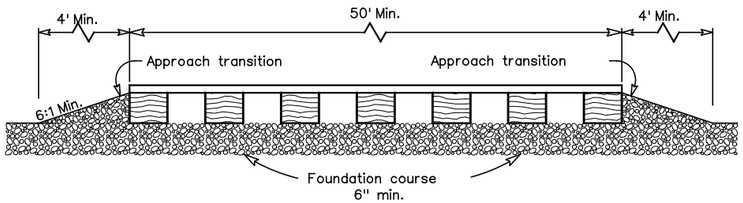


PROFILE

CONSTRUCTION EXIT (TYPE 1)

GENERAL NOTES

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



PROFILE

CONSTRUCTION EXIT (TYPE 2)

GENERAL NOTES

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

CONSTRUCTION EXIT (TYPE 3)

GENERAL NOTES

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

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LEVELS DISPLAYED
1 BGI

Texas Department of Transportation
Design Division (Roadway)

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-93

FILE: EC393.DGN	DN: HEJ	CK: HEJ	DW: BGD	CK:	
© TxDOT JUNE 1993	DISTRICT	FEDERAL AID PROJECT			SHEET
REVISIONS	PHR				22
	COUNTY		CONTROL	SECT	JOB	HIGHWAY
	HIDALGO					SUGARCANE DR

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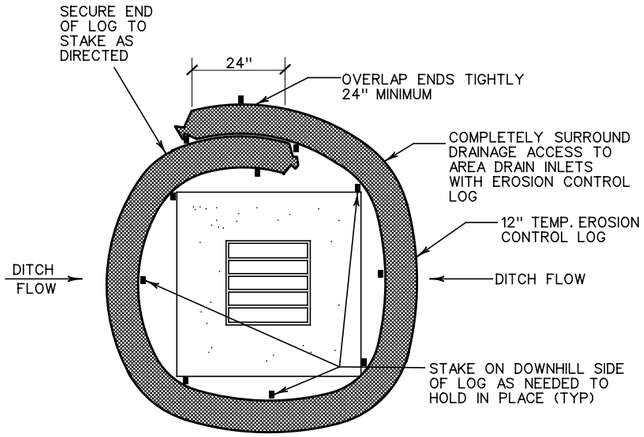
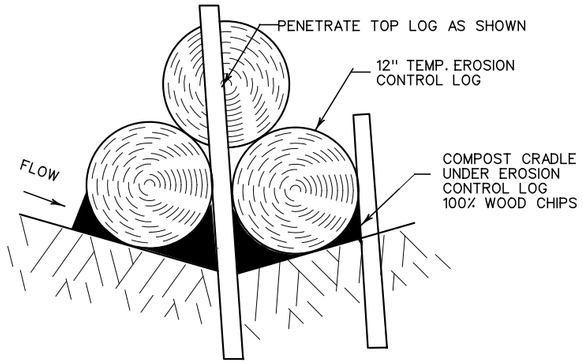


DROP INLET SEDIMENT TRAP

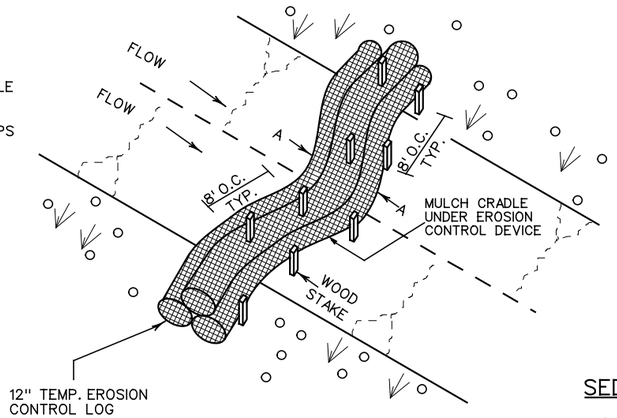
NTS

DI-ST



DITCH LINE SEDIMENT TRAP A-A

DL-ST



DITCH LINE SEDIMENT TRAP

DL-ST

PLANS SHEET LEGEND

DI-ST — DROP INLET SEDIMENT TRAP

DL-ST — DITCH LINE SEDIMENT TRAP

BOCI-ST — BACK OF CURB INLET SEDIMENT TRAP

ROW-ST — RIGHT OF WAY SEDIMENT TRAP

CI-ST — CURB INLET SEDIMENT TRAP

SEDIMENT BASIN & TRAP USAGE GUIDELINES

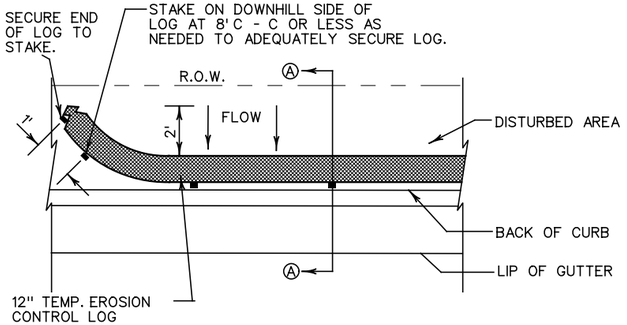
A sediment trap may be used to precipitate sediment out of runoff draining from an unstabilized area.

Traps: the drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Sediment traps should be placed in the following locations:

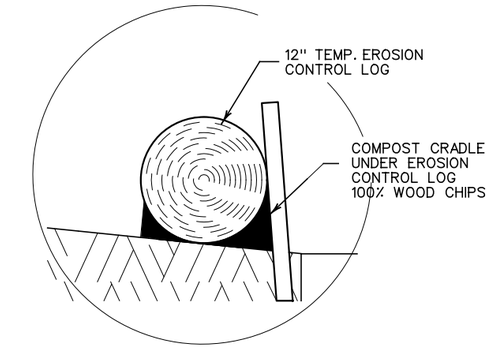
1. Immediately preceding drain inlets
2. Just before the drainage enters a water course
3. Just before the drainage leaves the right of way
4. Just before the drainage leaves the construction limits where drainage flows away from the project

The trap should be cleaned when the capacity has been reduced by ½ or the sediment has accumulated to a depth of 1', whichever is less.
Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for seperately.

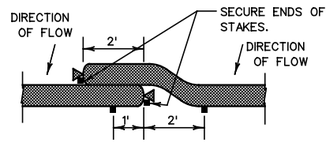


PLAN VIEW

NTS

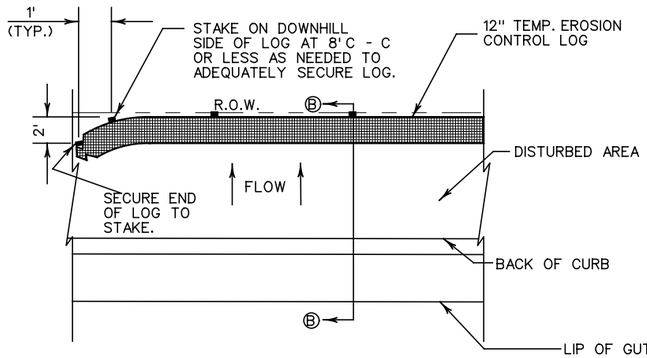


COMPOST CRADLE



LAP DETAIL

NTS

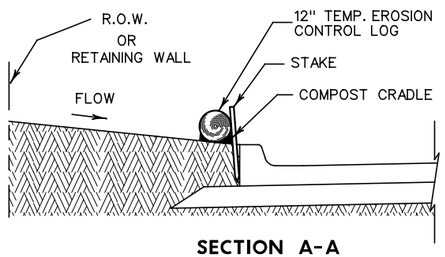


PLAN VIEW

NTS

GENERAL NOTES

1. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF LOGS SHALL BE 30' FOR 12" DIAMETER LOGS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG.
5. COMPOST CRADLE MATERIAL IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.

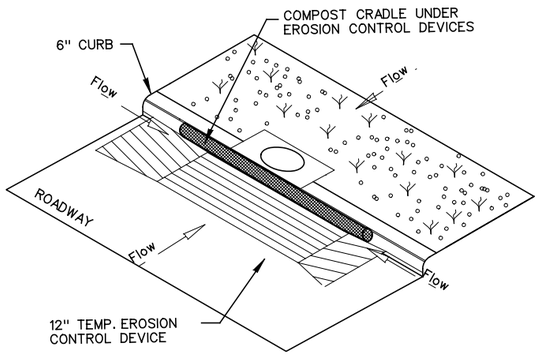


SECTION A-A

BACK OF CURB INLET SEDIMENT TRAP

NTS

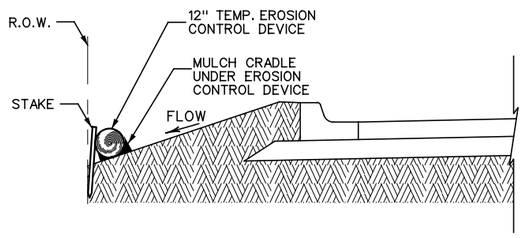
BOCI-ST



CURB INLET SEDIMENT TRAP

NTS

CI-ST



SECTION B-B

RIGHT-OF-WAY SEDIMENT TRAP

NTS

ROW-ST

PHARR DISTRICT STANDARD

Texas Department of Transportation
© TxDOT 2006

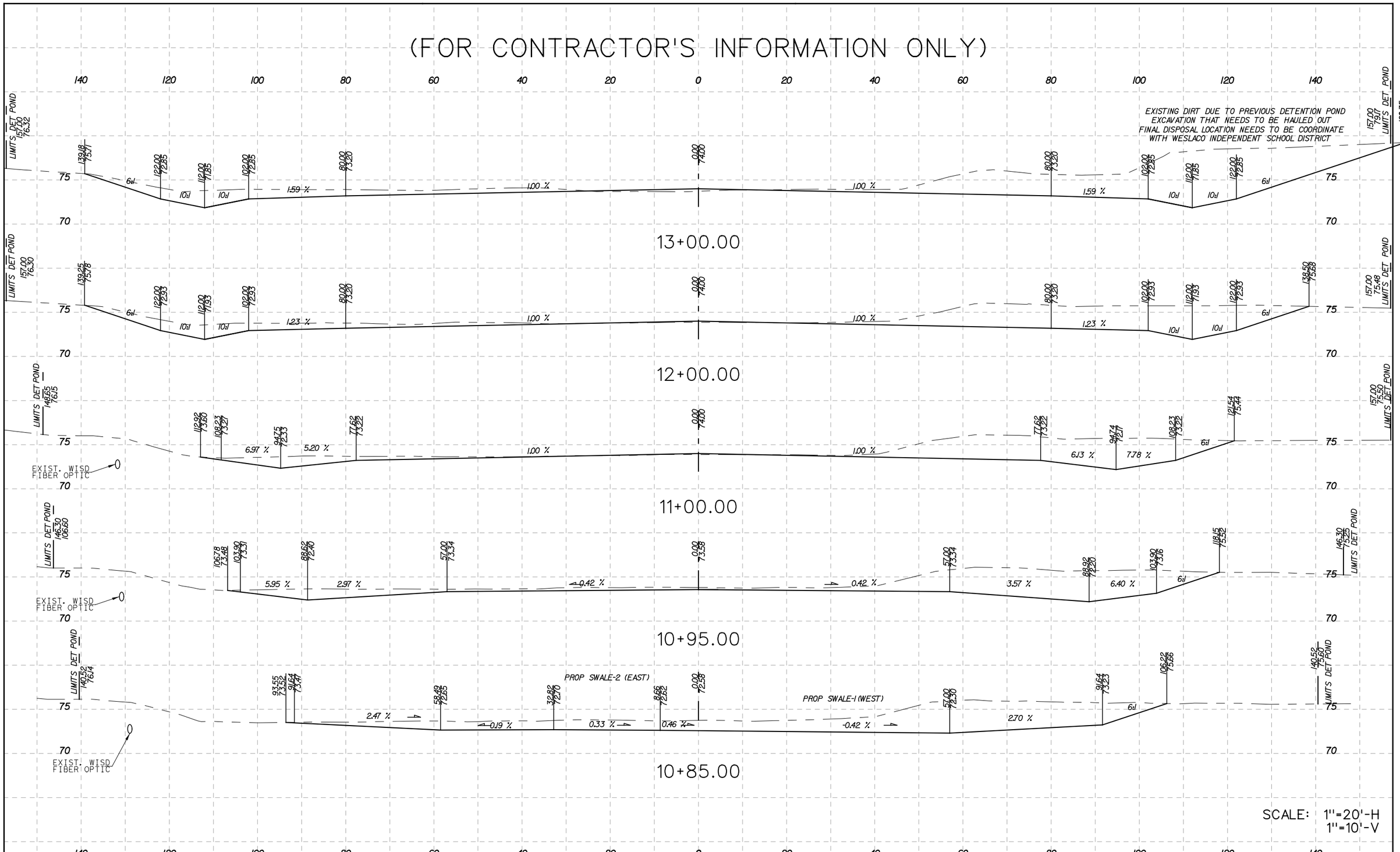
TEMPORARY EROSION CONTROL LOGS
TECL-06 (PHR)

FED.RD. DIV.NO.	PROJECT NO.		HIGHWAY NO.
6			SUGARCANE DR
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	PHARR	HIDALGO	23
CONTROL	SECTION	JOB	

LEVELS DISPLAYED

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	

(FOR CONTRACTOR'S INFORMATION ONLY)

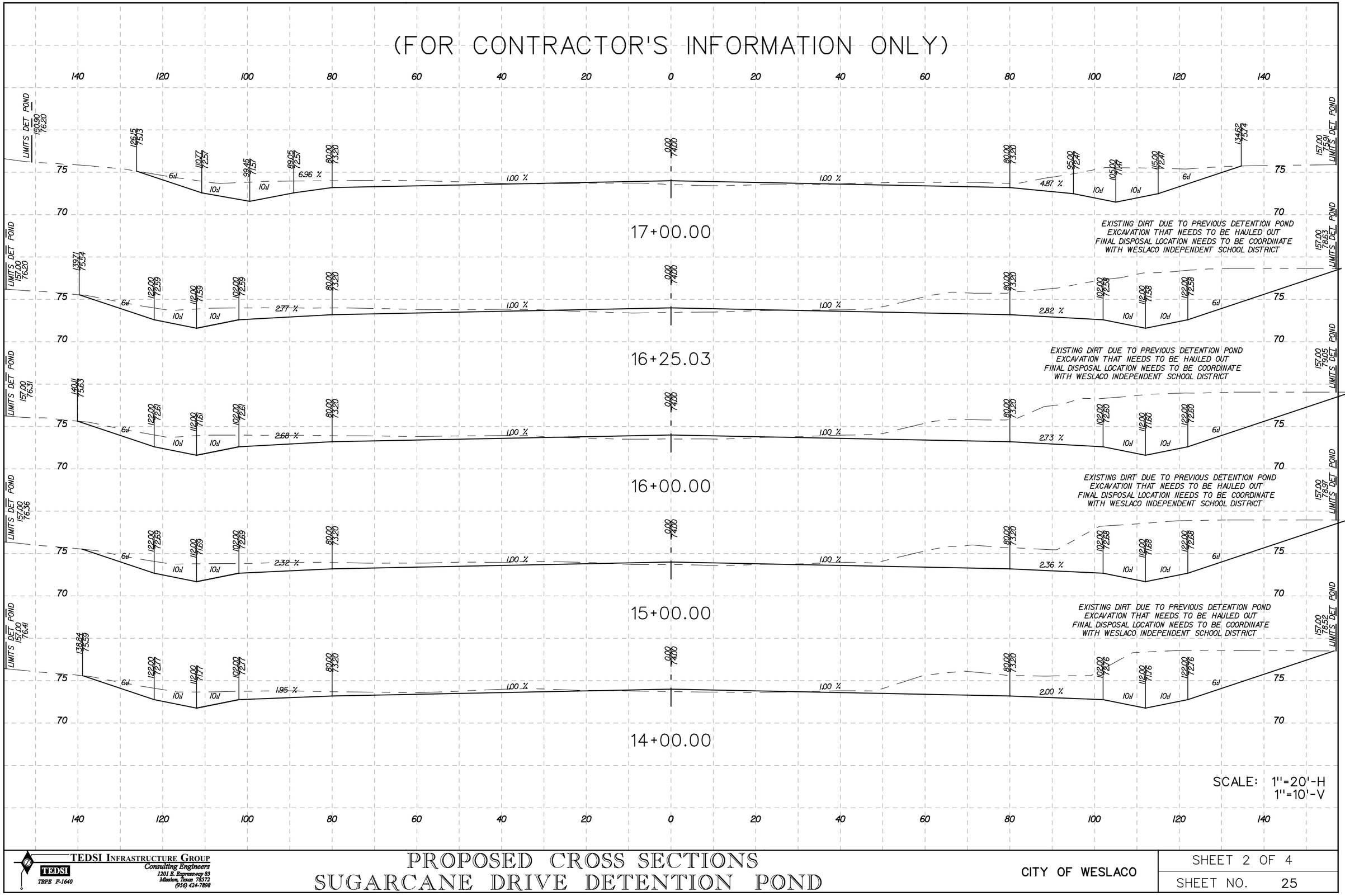


TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TEDSI
TBPE F-1640

PROPOSED CROSS SECTIONS
SUGARCANE DRIVE DETENTION POND

CITY OF WESLACO

(FOR CONTRACTOR'S INFORMATION ONLY)



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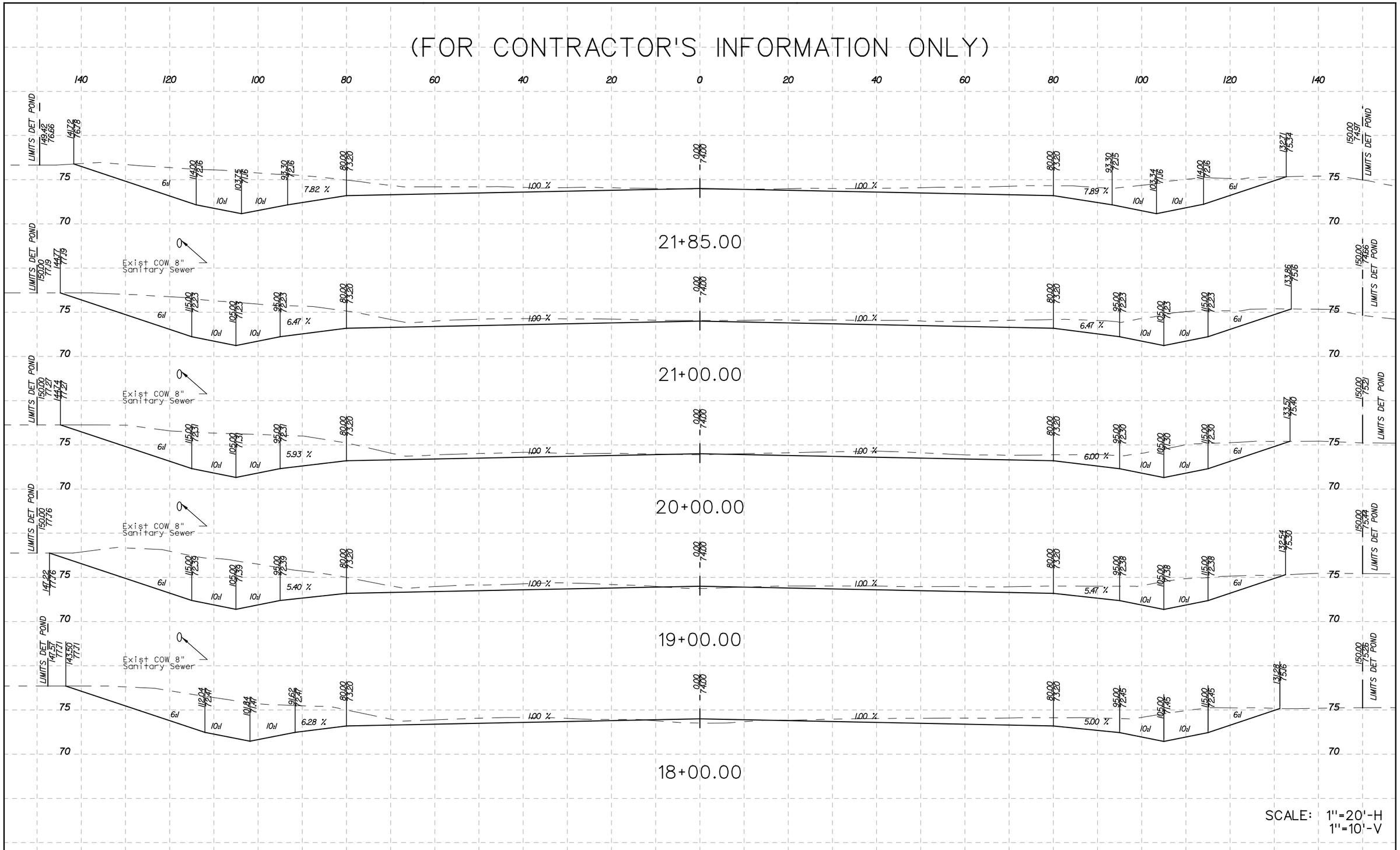

SCALE: 1"=20'-H
1"=10'-V

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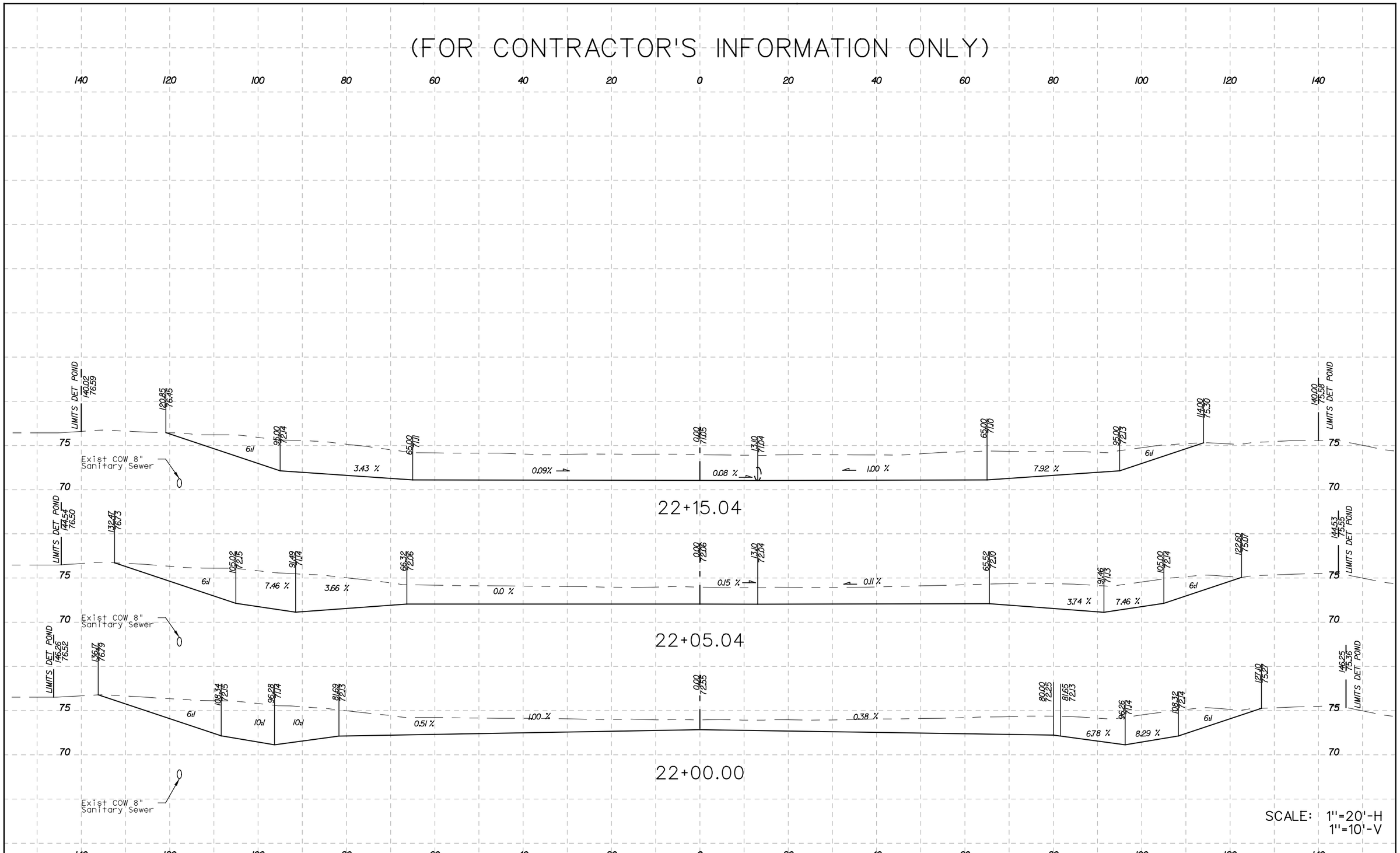
TBPE F-1640

PROPOSED CROSS SECTIONS
SUGARCANE DRIVE DETENTION POND

CITY OF WESLACO

(FOR CONTRACTOR'S INFORMATION ONLY)



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TEDSI
TBPE F-1640

PROPOSED CROSS SECTIONS
SUGARCANE DRIVE DETENTION POND

CITY OF WESLACO

Sugarcane Dr (Mile 9 North)					
BASE BID - Detention Pond Improvements on South Side of Sugarcane Dr					
SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
0110-2002	EXCAVATION (CHANNEL)	17177.0	CY	$4.50	$77,296.50
0132-****	EMBANKMENT (FINAL) (EXCAVATED MATERIAL)	260	CY	$2.50	$650.00
0164-2023	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	40558	SY	$0.30	$12,167.40
0168-2001	VEGETATIVE WATERING	1280	MG	$14.39	$18,416.89
0432-2001	RIPRAP (CONC)(4 IN)	11.5	CY	$400.00	$4,600.00
0464-2005	RC PIPE (CL III)(24 IN)	30	LF	$52.50	$1,575.00
0465-2246	INLET (COMPL)(TY S) (MOD)	1	EA	$3,600.00	$3,600.00
0479-2002	ADJ INLET (CONNECT 24" RCP)	1	EA	$1,500.00	$1,500.00
1122-2017	CONSTRUCTION EXITS (INSTALL) (TY 2)	78	SY	$20.35	$1,587.30
1122-2019	CONSTRUCTION EXITS (REMOVE)	78	SY	$7.80	$608.40
1122-2037	TEMPORARY SEDIMENT CONTROL FENCE INSTLL	2420	LF	$3.50	$8,470.00
1122-2057	TEMPORARY SEDIMENT CONTROL FENCE REMOVE	2420	LF	$2.00	$4,840.00
				BASE BID TOTAL (in figures)	$135,311.49
	MOBILIZATION (5%)				$6,765.57
				BASE BID GRAND TOTAL (in figures)	$142,077.07

ORDINANCE 2017-18

AN ORDINANCE AMENDING ORDINANCE NUMBER 2016-31, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017, FINDING NEED TO AMEND THE 2016-2017 MUNICIPAL BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2016-2017 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2016-2017 Official Budget, adopted by Ordinance 2016-31, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of February, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of March, 2017.

CITY OF WESLACO

_____

David Suarez, **MAYOR**

ATTEST:

_____

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____

Juan E. Gonzalez**, CITY ATTORNEY**

CITY OF WESLACO
BUDGET AMENDMENT
FY 2016-17

FUND: **CIP - FUND 50**

DEPARTMENT: **STREETS & HIGHWAYS-524** BUDGET AMENDMENT # _____

DATE: 2017 - MAR

FUND	G/L ACCT #	DESCRIPTIONS	CURRENT BUDGET	INCREASE	DECREASE	REVISED BUDGET
50	524-4010	Sugarcane detention pond	1,713,000	150,000		1,863,000
						-
						-
						-
						-
						-
						-
						-
						-
						-
			$ 1,713,000	**$ 150,000**	**$ -**	**$ 1,863,000**

(Round up all amounts to the nearest dollar)

Justification:

CC - Budget amendment 1st reading 2/21/17
2nd reading 3/7/17

Department Head Approval **Date**

Finance Director **Date**

City Manager **Date**

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-814
From: David Arce	
Subject: Approval of the request by Weslaco Independent School District (WISD) to utilize Isaac Rodriguez Park on April 8, 2017 from 6 a.m. – 12 noon for the Cowboy/Cowgirl For Dyslexia 5K Run, and authorize the Mayor to execute any related documents as may be required. (Requested by WISD.)	
Background: Run will be from south exit of Isaac Rodriguez Park East to Airport, south to 18th st, west to Bridge, north to 10th East back to Utah and back to the park to finish.	
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 Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation: Approval		
Attachments, if any: Dyslexia 5K Packet, Dyselxia 5K Flier		
Responsibilities upon Approval:		

Weslaco Independent School District

Dyslexia Department

700 S. Bridge /P.O. Box 266 - Weslaco, Texas 78596 (956) 969-6822 or (956) 272-4015

February 21, 2017

Dear Loyal Sponsor,

Weslaco ISD cordially invites you to participate as a sponsor of the Weslaco MJG Dyslexia 5K Run/Walk. This event will raise money to award post-secondary educational scholarships to students participating in the WISD Dyslexia/504 Program. This event will be held on Saturday, April 8, 2017 at the Isaac Rodriguez Park. The event will kick off at 8:30 a.m. Medals will be given to the top 100 qualifiers of the 5K.

Your sponsorship helps defray the cost of organizing the event. Funds received from sponsorships will be used to purchase t-shirts for registered race participants, as well as to provide complimentary drinks and snacks. Any additional money from sponsorship will go toward the WISD Scholarship Fund.

There are various levels of sponsorships for the Weslaco MJG Dyslexia 5K Run/Walk. Size and placement of logos on t-shirts and website are based on sponsorship level.

Thank you in advance for your consideration of becoming a race sponsor. Attached you will find the sponsorship form that can be completed and submitted by mail. Or, please call or email Edna Perez or Lorena Cuellar, Co-Chairs, to set up sponsorship and answer questions. Edna can be reached at 956.969.6822 ednaperez@wisd.us or Lorena can be reached at 956.272.4015 lorenaacuellar@aim.com.

Sincerely,

Xavier Salinas

Assistant Superintendent for Support Services and Race Director
Weslaco Independent School District

Weslaco Independent School District

Dyslexia Department
700 S. Bridge /P.O. Box 266 - Weslaco, Texas 78596 (956) 969-6822 or (956) 272-4015

Name of donor/business: _____

Contact Name: _____

Mailing Address: _____

Phone: _____

Email: _____

Sponsorship Level:

- ☐ Platinum Level Sponsor--$500
- ☐ Gold Level Sponsor---$350
- ☐ Silver Level Sponsor--$250
- ☐ Bronze Level Sponsor--$150
- ☐ Finish Line Sponsor -- $250
- ☐ Mile Marker Sponsor--$100
- ☐ Water station Sponsor-- $100
- ☐ Donation of Food and/or Beverages
- ☐ Vendors (raffle items: gift card or door prizes)

Make check payable to:
WISD Scholarship Fund
ATTN: Edna Perez
700 S. Bridge
Weslaco, TX 78596

Please email logo to: ednaperez@wisd.us

Weslaco Independent School District

Dyslexia Department

700 S. Bridge /P.O. Box 266 - Weslaco, Texas 78596 (956) 969-6822 or (956) 272-4015

Description of Sponsorship Levels:

☐ **Platinum Level Sponsor--$500** ✓ Listed as top sponsor on Facebook site with logo ✓ Prominent display of logo on all race t-shirts ✓ Promotional materials at company's booth-provided by sponsor ✓ Special PA announcements mentioning sponsor name during and after the race ✓ Company name at the start up line ✓ 25 complimentary race entries	☐ **Gold Level Sponsor--$350** ✓ Listed as sponsor on Facebook site ✓ Company logo on back of race t-shirt ✓ Promotional materials at company's booth-provided by sponsor ✓ 15 complimentary race entries
☐ **Silver Level Sponsor--$250** ✓ Listed as sponsor on Facebook web site ✓ Company logo on back of race t-shirt ✓ Promotional materials at company's booth-provided by sponsor ✓ 10 complimentary race entries	☐ **Bronze Level Sponsor--$150** ✓ Listed as sponsor on Facebook web site ✓ Promotional materials at company's booth-provided by sponsor ✓ 5 complimentary race entries
☐ **Finish Line Sponsor -- $250** ✓ Company name displayed at the finish line	☐ **Mile Marker Sponsor--$100 each** ✓ Company name will appear on one mile marker sign, which will be displayed at ✓ The 1 mile mark or the 2 mile mark
☐ **Water station Sponsor-- $100** ✓ Company name will be displayed at water station ✓ Promotional materials at water station provided by sponsor	☐ **Donation of Food and Beverages** ✓ Listed as sponsor on Facebook site ✓ Promotional materials at company's booth-provided by sponsor

WESLACO ISD PRESENTS

COWBOY 5K ★ RUN COWGIRL

FOR DYSLEXIA

APRIL 8, 2017

PRE REGISTRATION AT 7:30AM

START TIME AT 8:30AM

ISAAC RODRIGUEZ PARK – WESLACO, TX

REGISTRATION FEE: $5

FOR INFORMATION PLEASE CONTACT: LORENA AT 956-272-4015 OR EDNA AT 956-969-6822

PROCEEDS WILL BENEFIT WISD SCHOLARSHIPS

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-821

From:
Arnold Becho

Subject:
Approval of the renewal of the Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System (HCLS) and authorize the Mayor to execute any related documents. (Staffed by the Library.)

Background:
For over a decade the Mayor Joe V. Sanchez Public Library has been a valued member and contributor to HCLS. Through participation with the County, the library receives services and funding which allow for maintenance of accreditation, access to the county Electronic Library, expansion of resources, and many other important functions. This year's allotment is approximately $14,000 after deduction of Library Automation System costs. The primary responsibility of this Interlocal agreement is provision of library services to individuals outside of Weslaco, with the understanding that Weslocoans would be able to visit other HCLS libraries as well.

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:
NA

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:
NA

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
Library Board recommends approval.

Arnold Becho	Created/Initiated
Arnold Becho	Approved
Mike Perez	Final Approval

City Manager Comments:

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Memo - Request to approve 2017 HCLS Interlocal Agreement , 2017 HCLS Interlocal Agreement

Responsibilities upon Approval:
Signatures are required of the Mayor, City Secretary, and City Attorney. Three originals have been provided. Two should be sent to the Mayor Joe V. Sanchez Public Library, which will transmit the document to the county, another should be kept by the City.

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

February 23, 2017

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Olga M. Noriega, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Martin J. Mata
Fr: Arnoldo Becho, Library Director
Re: HCLS Interlocal Agreement

For over a decade the Mayor Joe V. Sanchez Public Library has partnered with the Hidalgo County Library System to share resources and provide library services to all residents of Hidalgo no matter the library they visit. The partnership is a large success. In addition to sharing knowledge and increasing services to the public, we also receive some funding from Hidalgo County as a result of the partnership. The county pays the licensing fee for the catalog system and provides a stipend of approximately $14,000 to the library's budget to be used for purposes directly benefiting the public.

The agreement asks that we provide library services to all members of the county and share resources with our partner libraries. This requirement is already part of our core mission and a very feasible expectation. No additional funding is required of the agreement.

Through participation with the County, the library receives services and funding which allow for maintenance of accreditation, expansion of resources, and many other important functions. The library strongly recommends approval.

Please feel free to contact me with any questions, I will be happy to provide additional information.

Thank you for the time,

Arnoldo Becho
Library Director, City of Weslaco
Mayor Joe V. Sanchez Public Library
525 S. Kansas, Weslaco TX
abecho@weslacopl.us
(956) 973-3144

WITNESS THE HANDS OF THE PARTIES this 6th day of February, 2017.

HIDALGO COUNTY, TEXAS

Ramon Garcia, Hidalgo County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 2/6/17

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

CITY OF WESLACO, TEXAS

David Suarez, Mayor

ATTEST:

By: _____
Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____, City Attorney

FILED
AT 4:00 O'CLOCK P M
FEB 07 2017
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF WESLACO, TEXAS

This Agreement is made effective as of this 7th day of February, 2017, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF WESLACO, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2017; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Ramon Garcia, Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of Weslaco, Texas
Attn: City Manager
255 S Kansas Ave
Weslaco, Texas 78596

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

11. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

[SIGNATURE PAGE TO FOLLOW]

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-815
From:	
Subject: Approval on the renewal of the listed Affiliation Agreements for Clinical Experience for EMT, Advanced EMT and Paramedic clinical ride outs and authorize the Mayor to execute any related documents: 1) Weslaco FD EMS and HealthWebCE; 2) Weslaco FD EMS and Valley Baptist Medical Center; 3) Weslaco FD EMS and South Texas Health System; and 4) Weslaco FD EMS and Doctors Hospital at Renaissance (Staffed by the Fire Department.)	
Background: This is a annual renewal of clinical ride outs Agreements part of our EMS education partnership.	
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)**:**		
Antonio Lopez Antonio Lopez Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation:		
Attachments, if any: HealthWebCE Affiliation Agreement , Valley Baptist Medical Center, South Texas Health System, Doctors Hospital at Renaissance		
Responsibilities upon Approval:		

AFFILIATION AGREEMENT

FOR

CLINICAL EXPERIENCE

CITY OF WESLACO EMS FD and HealthWebCE International EMS Educational Program of Emergency Medical Technology recognize that trained personnel in the fields of allied health are necessary to the staffing and operation of health care institutions and facilities in the lower Rio Grande Valley and the State of Texas

Therefore, it is of great benefit and services to the people of this area that CITY OF WESLACO EMS FD through its administrators and HealthWebCE International EMS Educational Program through the administrators and staff of its Allied Health Education Programs, do associate together in a cooperative endeavor for the purpose of training students in the fields of allied health.

This agreement is between HealthWebCE International EMS Educational Program Emergency Medical Technology, hereinafter referred to as HealthWebCE, and CITY OF WESLACO EMS FD hereinafter referred to as the Affiliate.

The parties hereto agree to the following:

I. This agreement shall become effective immediately upon execution by the parties and will continue in full force and effect until terminated as hereinafter provided. This agreement may be modified at any time by mutual consent of the parties, or it may be terminated by either party upon written notice to the other party as provided in Paragraph III of this agreement. Such non-consensual termination shall become effective 30 days after the proper notice. In the event of non-consensual termination of this agreement by either party, such termination shall not become effective until the students involved in the cooperative program shall have an opportunity to complete the full experience so long as the cause for termination does not fall within the boundaries of Paragraphs V-B-9 and V-C-10, despite the fact that this period required for program completion may exceed the twelve-week period established in this paragraph.

II. The parties hereto recognize that, in the performance of this agreement, the greatest benefits will be derived by promoting the interests of both parties, and each party does, therefore, enter into this agreement with the intention of loyally cooperating with each other in carrying out the terms of this agreement, and each party agrees to interpret its provisions, insofar as it may legally do so, in such manner as will best promote the interests of both and render the highest service to the public.

III. All notices to parties herein must be in writing, signed by the party giving it, and shall be served either personally or by mail addressed as follows:

TO: CEO- HealthWebCE International EMS Educational Program
Josue Alvarado NREMTLP / RN
Emergency Medical Technology Program
Po Box 532021
Harlingen Texas 78553

TO: CITY OF WESLACO EMS FD
_____
_____
_____
_____

or such address as may be hereinafter designated by notice. All notices become effective only when received by the addressee.

IV. This agreement is to be evaluated and renewed every 3 years by both parties, and revisions will be made as they are deemed necessary by mutual agreement by both parties.

V. Program Responsibilities:

A. Joint Responsibilities:

1. Both parties to the agreement will cooperate in providing the student a proper learning opportunity.

2. It is mutually agreed that the number of students receiving their clinical training at the Affiliate will be arranged jointly, with due consideration given to the number of students and to the clinical material available.

3. Both parties agree to a policy of non-discrimination in employment or training. Qualified students, applicants, or employees will not be excluded from any course or activity because of age, race, creed, color, sex, religion, national origin, or handicap.

B. Responsibilities of HealthWebCE:

1. HealthWebCE will provide qualified instructors as expressed in the

curriculum and who have appropriate licensure for the courses that they teach.

2. Instructors and students of HealthWebCE will abide by the policies of the Affiliate while using its facilities.

3. HealthWebCE will require the students to be properly attired when reporting for clinical experience.

4. HealthWebCE will instruct its students and faculty to respect the confidential nature of all information which they may obtain from patients and records of the health care facility.

5. HealthWebCE and/or the individual student will assume the responsibilities for equipment that is broken or damaged due to negligence.

6. HealthWebCE will cooperate and participate in the Affiliate's student orientation.

7. HealthWebCE faculty will be responsible for administrative functions related to student experience, such as records of rotation, attendance, and proficiency.

8. HealthWebCE faculty will evaluate and counsel students with regards to performance.

9. HealthWebCE agrees that the students will be subject to all rules and regulations pertaining to regular employees of the Affiliate.

10. HealthWebCE agrees that the students will have appropriate liability insurance, immunizations and healthcare provider CPR card on file. Students shall be covered by professional malpractice insurance.

11. HealthWebCE students will have training in the OSHA Bloodborne & Airborne Compliance Standards.

12. HealthWebCE will submit request for clinical placement 30 days in advance.

13. HealthWebCE will submit clinical rotation schedule prior to the start of clinical.

14. HealthWebCE students will complete the didactic portion of the

program related to the clinical experience prior to their clinical rotation.

15. HealthWebCE will provide qualified instructors on site for assigned students to the Affiliate.

16. HealthWebCE will conduct criminal background check on each student participating in clinical internship.

17. HealthWebCE will participate in the accreditation process with the Committee on Accreditation of Educational Programs for Emergency Medical Services Professions.

C. Responsibilities of the Affiliate:

1. The Affiliate agrees to assist the program by providing, through its supervisory personnel, regular evaluation of students at intervals to be agreed upon.

2. The Affiliate will allow participating students to use any library facilities which are open to the facility staff.

3. The Affiliate will assume the cost of equipment that is broken or damaged in its normal use.

4. The Affiliate will orient the HealthWebCE faculty and students to its facilities and policies.

5. The Affiliate will inform its professional staff of it's participation in the various training programs of HealthWebCE.

6. The teaching equipment owned by the Affiliate may be used in the teaching program.

7. The Affiliate will supply, without remuneration to the student, opportunity for practical and/or observational experience designed to supplement theory training given by HealthWebCE.

8. The Affiliate will supervise the practical experience as necessary to assure safe practice for the student and others.

9. Students may not take the responsibility or the place of "qualified" staff. However, after demonstrating proficiency, students may be permitted to perform procedures under the supervision of faculty or designated hospital staff.

10. The Affiliate reserves the right, in its absolute discretion, to refuse its facilities and services to any student who does not meet the professional or other requirements of the Affiliate or any appropriate authority controlling and directing said Affiliate.

VI. This basic agreement with addenda paragraphs constitutes the entire agreement of the parties hereto. At such time HealthWebCE and the Affiliate desire to enter into additional training programs, this basic agreement may be used and the specific program requirements may be outlined in addenda paragraphs.

VII. Provider status. School represents and warrants to hospital that school: (i) is not currently excluded debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. section 1320a-7b(f) (the "Federal healthcare programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the federal healthcare programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in School being

excluded from participation in the federal health care programs. This shall be an ongoing representation and warranty during the term of this agreement, and School shall immediately notify hospital of any change in status of the representation and warranty set forth in this section. Any breech of this section 1 shall give hospital the right to immediately terminate this agreement for cause.

VIII. HIPPA Requirements. Each party agrees to comply with the health insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPPA") and any current and future regulations promulgated there under including without limitations the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards for electronic transactions contained in 45 C.F.R Parts 160 and 162, all collectively referred to as herin as "HIPPA Requirements". Each party agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 130d), other than as permitted by HIPPA requirements and the terms of this agreement. To the extent applicable under HIPPA, each party shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent requiring for determining compliance with the federal privacy regulations. Each party agrees also to comply with any state law and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions and code sets related to, information related to patients.

IX. Compliance. The parties agree that all services under the agreement will be provided in accordance with any and all regulatory and accreditation standards applicable to the activities contemplated by this agreement, including, without limitation, those requirements imposed by the Joint Commission on Accreditation of Healthcare Organizations, the Medicare / Medicaid conditions of participation and any amendments thereto, and all applicable federal, state and local laws, rules, regulations and policies.

X. Joint Commission Human Resources Provision. Education institution represents that each person performing the services under the Agreement, as applicable, (1) has been educated and trained consistent with applicable regulatory requirements and Hospital policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as provided herein; (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Hospital; and (4) has been oriented to Hospital policies and procedures. Education Institution also represents that it evaluates each student's performance, has verified each employee's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law'), it has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law and it has evaluated and reviewed each student's references, when applicable. Education Institution shall provide Hospital with evidence of compliance with this paragraph upon

request.

Sanctioned Provider. Education Institution represents and warrants to Hospital that neither Education Institution nor any Student performing the services under the Agreement is a "Sanctioned Provider" meaning that neither Education Institution nor any Student is (*i*) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid, or TRICARE, as defined in 42 USC § 1320 a-7b9f) (the "Federal health care programs"); (*ii*) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (*iii*) is under investigation or otherwise aware of any circumstances which may result in a Student being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and Image shall immediately notify Hospital of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for Hospital to terminate this agreement immediately. Neither party to this agreement has paid, offered or accepted any form of compensation or remuneration as a condition of or inducement for the agreement and the agreement satisfies all Anti-Kickback statutory requirements, if applicable

IN WITNESS WHEREOF, the parties hereto have executed this agreement this day of FEBRUARY 2, 2017.

For the Affiliate:

_____
CITY OF WESLACO EMS/FD

For HealthWebCE International EMS Educational Program

_____
Josue Alvarado NREMTLP / RN
Chief Executive Officer

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the later of _____, 20___, or the execution of the Agreement by both parties (the "Effective Date") between City of Weslaco Fire Department EMS ("School"), and _____, a _____ _____, doing business as Valley Baptist Medical Center ("Hospital").

R E C I T A L S:

A School offers to enrolled students a degree program in the field of Emergency Technology Program.

B Hospital operates a comprehensive inpatient facility licensed in the State of Texas ("State").

C School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations.

D Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **RESPONSIBILITIES OF SCHOOL.**

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital's Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

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b. **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall

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include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the individual view a videotape regarding Hospital's patient information privacy policies and practices provided to School by Hospital pursuant to the license grant in Section 13 hereof (the "Video") in its entirety and achieve a passing score (as defined by Hospital from time to time) on the questions at the end of the Video. School shall maintain training records for a minimum of six years, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that viewed the Video, date and time that each viewed the Video and the score that each received on the questions at the end of the Video ("Training Records"). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. **Background Verifications.** School acknowledges each Program Participant shall be required to submit to a complete background check as a condition of participation in the Program. School shall provide a copy of the completed background check to Hospital prior to the commencement of any Program Participant's participation in the Program. **[OR**: School shall provide Hospital with a description of its background investigation processes, shall attest to Hospital School has completed a background check for each Program Participant in the form attached hereto as Exhibit C, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice.**]** A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or SAM exclusion list and (4) any other element required by Hospital to meet state law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

i. **Drug Screens**. Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

j. **Indemnification.** School shall indemnify and hold Hospital harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.d. by School, Program Participants, School's agents or subcontractors.

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2. **RESPONSIBILITIES OF HOSPITAL**.

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS**.

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

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6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital ("Confidential Information"). School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public. As between Hospital, its affiliates, and School, any Confidential Information of Hospital or its affiliates or Data provided to or learned by School for any purpose, in connection with any software pursuant to this Agreement, shall be deemed to be the exclusive property of Hospital. In no event shall School claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services School is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Additionally, School shall not use, authorize to use or disclose the Data received from Hospital for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of School or for any commercial exploitation, unless otherwise agreed upon in writing by Hospital or its affiliates. Moreover, School hereby waives any and all statutory and common law liens it may now or hereafter have with respect to data derived from Hospital's or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data" means all tangible data elements belonging to Hospital or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Hospital or any affiliate thereof or their respective patients, clients or customers.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other

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provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.**

PLEASE CHOOSE ONE OF THE FOLLOWING OPTIONS:

[Use when Hospital and School are Covered Entities participating in an Organized Health Care Arrangement ("OCHA")]

School and Hospital are each Covered Entities (as defined in 45 C.F.R. § 160.103) and conduct their activities under this Agreement as an Organized Health Care Arrangement (as defined in 45 C.F.R. § 164.501). As such, School and Hospital may share Protected Health Information, as defined in 45 C.F.R. 164.501, and Individually Identifiable Health Information (as defined in 42 U.S.C. § 1320d(6)) (collectively, "Protected Health Information") for purposes of training students and other treatment, payment and health care operations of the Organized Health Care Arrangement. School and Program Participants shall comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). School and Program Participants shall not request, use or further disclose any Protected Health Information other than as permitted by this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement, HIPAA or the Regulations. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human

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Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or a Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or the Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures, then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

OR

[Use when School assigns students to a rotation at Hospital but is not part of Hospital's OHCA]

School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to

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Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for

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Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **INSURANCE.**

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000 each accident; $1,000,000 disease policy limit; $1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to(1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

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c. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage.

d. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least $1,000,000 per claim/occurrence and $3,000,000 aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. **TERM.** The term of this Agreement ("Term"), shall be ____ (__) year(s) commencing on the Effective Date. At the end of the Term and any Term Extension (as defined herein), the Term shall be automatically extended for additional terms of one (1) year each (a "Term Extension"), unless either party provides the other with written notice of termination as provided herein. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Term or the last Term Extension, as applicable.

10. **TERMINATION.**

a. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed ____ (__) months.

b. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still

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maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

11. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

13. **LICENSE.** As between School and Hospital, Hospital is the sole and exclusive owner of the Video. Hospital hereby grants to School a limited, non-transferable, non-exclusive license to use and display the Video solely to perform the obligations set forth in Subsection 1.g. School has no right otherwise to use the Video except as set forth in this Section.

14. **DISCLOSURE OF TERMS OF AGREEMENT.** School shall not shall refer to the existence of this Agreement or disclose its terms to any third party, including, without limitation, in any press release, advertising, marketing, publicity or other materials, without the prior written consent of Hospital. Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other materials, without the prior written consent of the other party. School shall not represent, directly or indirectly, that any product or service of School has been approved or endorsed by Hospital or any of its affiliates, without the prior written consent of Hospital.

15. **ARBITRATION**. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. This provision shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

16. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or

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written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

17. **COMPLIANCE OBLIGATIONS.** School represents it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: http://www.tenethealth.com/about/ethics-compliance. The School shall require anyone providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.

18. **EXCLUSION LISTS SCREENING.** School shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at http://www.oig.hhs.gov), (b) the General Services Administration's System for Award Management (available through the Internet at http://www.sam.gov); and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

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[CORP NAME
dba HOSPITAL NAME]

By: _____
Name: _____
Title: _____
Date: _____
Address: _____
_____

[SCHOOL NAME]

By: _____
Name: _____
Title: _____
Date: _____
Address: _____
_____

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EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of _____ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

_____

Program Participant

_____

Witness

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EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between _____ ("School") and _____ ("Hospital"), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital. The undersigned further acknowledges that he or she has viewed a videotape regarding Hospital's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital's and School's privacy policies and procedures and privacy practices.

Dated this ____ day of _____, 20__.

_____
Program Participant

_____
Witness

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EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

_____

SCHOOL NAME

HEALTH OF PROGRAM PARTICIPANTS. School affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.

BACKGROUND CHECKS. School has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless Hospital is notified in writing, all background checks are negative. The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/SAM
5. Other:_____

ATTENDING STUDENTS:

1. _____
2. _____

STAFF:

1. _____
2. _____

School acknowledges this information will be available to all Tenet affiliates as reasonably necessary.

SCHOOL:

_____
Name: _____
Title: _____
Date: _____

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EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017~~6~~, by and between _____ ("University") and _South Texas Health System_____ ("Facility").

RECITALS

WHEREAS, University desires to provide appropriate clinical learning experiences to its students in its clinical programs ("Students");

WHEREAS, the parties mutually desire to advance student training and education, and assist in meeting the demand for health care personnel, and to make available better health services to patients in the community; and

WHEREAS, it is deemed advisable and in the best interests of the parties to establish an affiliation for the purposes of carrying out these objectives.

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Mutual Responsibilities

A. Assignment of Students. Students subject to this Agreement are assigned to Facility by University for the purpose of developing the Student's clinical competence (knowledge, procedures/skills, clinical problem solving, and professional attitudes and behaviors).

B. Schedule of Assignments. Prior to the initiation of any program for Students, the University shall provide information to the Facility concerning the number of Students, possible dates of assignment, the names and pertinent information about the Students, and the objectives for Students' clinical education experience. The Facility and University shall jointly plan the schedule of student assignments to Facility, including the number of Students, the hours of attendance, and the schedule of activities at the Facility. Facility shall determine the maximum number of Students accepted by Facility for assignment to a clinical area.

C. Designated Representative. The Facility and University shall each appoint a designated representative to coordinate the clinical education experience, and to work with the University's instructors and Students to facilitate a meaningful experience.

D. Changes in Curriculum, Program and Staff. Each party shall keep the other informed of changes in curriculum, program and staff which may affect the clinical education experience. Representatives of both parties shall meet periodically to review the program, and to make such suggestions and changes as needed.

E. Compliance with Applicable Laws. The parties shall in the performance of this Agreement comply with all applicable laws, rules, regulations, and policies affecting agreements of this nature.

F. Nondiscrimination. Each party agrees that it will not discriminate against any Student in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification.

G. Relationships Between Facility, University and Students.

1. Independent Entities. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it authorize either party to act as an agent for, or bind the other party in any manner. Facility and University shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between University and Facility.

2. Students. The parties acknowledge that the Students of the University are fulfilling specific requirements for their educational or clinical experience as part of a degree and therefore, the Students of the University are not to be considered employees of either the University or the Facility, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee pay or benefit programs, or any other purpose. The Facility shall not pay any remuneration or wages to any Student.

H. Right to Withdraw Student from Program.

1. By University. University may withdraw a student from the program at any time, upon written notice to the Facility.

2. By Facility. Facility will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care or where, in the sole discretion of the Facility the Student's work, conduct, or health is deemed detrimental to patients or others. As soon as possible thereafter, Facility will notify the University of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the University after reviewing the matter and considering whatever factual information the Facility provides for the University; however, Facility reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

I. Inspection of Records. In accordance with the Social Security Act and Regulations thereunder or as otherwise provided by law, University, Facility, third party payors, the Secretary of Health and Human Services, and the Comptroller General, and their authorized representatives, shall have access to all data and records relating to the nature and extent of costs and services provided under this Agreement for a period of four (4) years after the furnishing of such services, or for such other period of time as may be required by law. When any of the requirements of this Agreement are provided by subcontract with a value of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period or when otherwise required by law, the right to access to all books and records pertaining to the services shall be included in each subcontract.

II. University Responsibilities

A. University will provide the names and information pertaining to relevant education and training for all Students enrolled in the clinical education program within a reasonable time before the beginning date of the clinical education program. University is responsible for supplying any additional information required by Facility as set forth in this Agreement, prior to the arrival of Students. University will notify Facility in writing of any change or proposed change in a Student's status.

B. University will assign only those Students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation.

C. University shall advise each affiliating Student of the need to obtain criminal background and child abuse clearance checks prior to assignment to the Facility, and will provide verification of those checks to Facility.

D. Liability Insurance. University shall, at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees and agents:

1. Professional liability insurance coverage, with a minimum of $1,000,000 each occurrence and a minimum of $1,000,000 in the annual aggregate, applying to professional acts and services as defined and required by this Agreement; and

2. Commercial general liability insurance coverage, naming Facility as additional insured, with a minimum of $1,000,000 each occurrence, $1,000,000 in the annual aggregate, applying to bodily injury, property damage, and liability assumed under any contract. General liability insurance coverage may be satisfied by a combination of primary and excess or umbrella coverage.

The above coverage amounts shall be the actual indemnity coverage limit and shall not be reduced by any expense or costs of litigation including attorney's fees. In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, University shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

University shall provide Facility with Certificates of Insurance, evidencing the insurance coverages listed above, ten (10) days prior to the start of this Agreement and thereafter upon renewal or replacement of each coverage. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to Facility. Facility shall have the right to terminate this Agreement upon written notice to University for any breach of this section.

Failure of Facility to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Facility to identify a deficiency from evidence that is provided shall not be construed as a waiver of University's obligation to maintain such insurance.

E. Representations and Warranties.

1. University represents that each person performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and Facility policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Facility. If University's personnel will be on site at Facility's premises, then University additionally represents that it evaluates each student's performance and each person performing services under this Agreement (1) has been oriented to Facility policies and procedures; (2) has verified the person's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law") and advised each student that they must provide proof of immunizations directly to the Facility; (3) has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law; and (4) has evaluated and reviewed each person's references, when applicable. University shall provide Facility with evidence of compliance with this paragraph upon request.

2. University also represents and warrants to Facility that neither University nor any person providing services on behalf of University is a "Sanctioned Provider" meaning that neither University nor such representatives (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in University or any person providing services on behalf of University being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and University shall immediately notify Facility of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for Facility to terminate this Agreement immediately.

3. University further represents and warrants that no physician who is or may be a referral source to Facility (as said term is defined at 42 U.S.C. section 1395x(r) nor any "immediate family member" of a physician owns or holds and "ownership or investment interest" in University. For purposes of the preceding sentence, the term "immediately family member" shall have the meaning described in 42 C.F.R. section 411.351 and the term "ownership or investment interest" shall have the meaning described in 42 U.S.C. section 1395nn(a)(2).

F. Confidentiality of Patient Information (HIPAA Requirements). University shall ensure that its Students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.

1. University shall require each student, faculty member, and staff member who participates in the program to sign a patient confidentiality agreement which the Facility will provide.

2. University further specifically acknowledges that in receiving, storing, processing, or otherwise handling any records of Facility patients, University, its Students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.

3. University agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.

4. University's obligation to maintain the confidentiality of Facility patient information shall survive termination of this Agreement.

5. Solely for the purpose of defining the student's role in relation to the use and disclosure of Facility's protected health information, such Student's are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, such Students are not and shall not be considered to be employees of the Facility. University will notify each student of his or her status and responsibilities pursuant to this Agreement.

G. Confidentiality of Facility Information. University understands and agrees that in connection with this Agreement, University and its Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility, and which may cause Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to Facility's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, University agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Facility information at any time. If required by University's duties under this Agreement and with the consent of Facility, University may disclose information relating to the operations of the Facility to members of the medical staff, state licensing agencies and the Joint Commission. University will not disclose information relating to the operations of the Facility to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.

H. Publications. University will prohibit the publication by the Students, faculty or staff members of any material relative to educational experience that has not been reviewed by the Facility, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a student must clearly reflect that neither the University nor Facility endorses the article, even where a review has been made prior to publication.

I. Health Requirements. University shall advise each affiliating student that they must receive and provide evidence of having received any immunizations and testing, or provide any records regarding relevant health conditions that may be required by Facility. University and the affiliating student shall, to the extent of their respective knowledge, inform Facility of any special health problems or requirements any assigned student may have. University and/or potentially exposed

student/faculty shall be responsible for further recommended testing or follow up. Student is further required to obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the Program.

J. Facility Policies, Rules, and Regulations. University shall ensure that all Students and faculty members shall be familiar with and comply with the Facility's applicable rules, regulations, and policies. University will specifically cover with each Student his or her responsibility to:

1. Observe and respect all patient's rights, confidences, and dignity:

2. Dress in appropriate attire for the clinical experience as established by the Facility, including name tags, if required: and

3. Acknowledge that Facility will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program at their own cost. In the event of an emergency, Facility agrees to provide Students with first aid emergency care, which expense shall be that of Students, not Facility.

K. Indemnification. University shall indemnify and hold Facility harmless from and against any and all claims, liabilities, causes of action, losses costs, damages and expenses (including reasonable attorneys' fees) incurred by Facility as a result of any breach of this Agreement or any acts or omissions of University, its employees or agents.

L. Business Associate Agreement. University shall not have access to Facility patients' PHI and, in the event this occurs, University shall execute Facility's standard Business Associate Agreement.

III. Facility Responsibilities

A. Patient Care. The Facility shall retain responsibility for patient care and Students shall not be used to replace Facility employees providing care.

B. Premises and Equipment. Facility will make available to Students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of facilities, Facility will make available office, library and conference space for Students, if applicable.

C. Staff Supervision. The Facility shall provide staff supervision, in conjunction with the faculty from University, for the Students in the program.

D. Orientation. The Facility shall provide Students with training or appropriate written orientation materials to assist Students in the clinical educational experience at Facility.

E. Student/Faculty Evaluation. Facility will evaluate the performance of the Student on a regular basis using the evaluation form supplied by the University.

F. Emergency Services. On any day when a Student is participating in the clinical education program at its facilities, Facility will provide to such Student necessary emergency health care or first aid for accidents occurring in its facilities. The Student will be responsible for the costs of all care.

IV. Terms of Agreement

A. This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years. Provided, however, that either party may terminate this contract upon thirty (30) days written notice at any time and for any reason.

B. It is understood and agreed that the parties to this agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.

C. In the event of termination before any participating student(s) has completed the then-current term, such student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement.

V. Miscellaneous

A. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

B. Construction. The parties acknowledge that each party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.

C. Notice. All notices, demands, requests, or other communications required to be given or sent by University or Facility, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

1. To University
   University
   Street Address
   City, State Zip Code

2. To Facility:
   Facility: South Texas Health System
   Street Address: 1400 W. Trenton Rd
   City, State Zip Code: Edinburg Texas, 78539

D. Assignment. This Agreement or any obligations thereunder shall not be subcontracted or assigned except to an affiliate or purchaser of Facility.

E. Governing Law. This Agreement shall be construed in accordance with the laws of the state in which Facility is located.

F. Entire Agreement/Merger. This Agreement sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.

G. Amendment. No amendment to the Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

H. Captions. All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.

I. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures.

J. No Right of Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any party to this Agreement. Students described herein are specifically defined as and considered as third parties to this Agreement.

K. Waiver. Neither the waiver by any of the parties hereto a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

L. Arbitration.

1. Agreement to Arbitrate. Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be determined by arbitration in the County and State in which Facility is located, in accordance with the provisions of this Paragraph and the arbitration rules of the American Arbitration Association ("AAA") in effect on the date of this Agreement by a single arbitrator who is selected as provided in Paragraph (b) below. The arbitrator shall base the award on this Agreement and applicable law and judicial precedent. The arbitration shall be governed by the substantive and procedural laws of the State in which Facility is located, applicable to contracts made and to be performed therein. The decision of the Arbitrator shall be binding upon the parties and enforceable in the courts of the State in which Facility is located. Each party shall equally bear the costs of Arbitration.

2. Selection of Arbitrator. The arbitrator shall be mutually selected by the parties hereto and in the event the parties cannot agree on an arbitrator, then the arbitrator will be selected in accordance with the rules of the AAA in effect on the date of this Agreement.

3. Authority of Arbitrator. The arbitrator shall have the exclusive authority to decide the scope of issues to be arbitrated. Any challenge to the arbitrability of any issue related in any way to the matters or claims in dispute between the parties shall be determined solely by the arbitrator. Also, any challenge to the validity of this arbitration provision or any subpart thereof shall be determined and decided exclusively by the arbitrator.

4. Discovery; Arbitration Hearing. Notwithstanding any AAA discovery rules to the contrary discovery shall be limited to (1) the production, by all parties to the arbitration, to the other

parties thereto of all documents and electronic or computer records relevant or pertaining to any of the matters at issue; and (2) to allow each party to the arbitration to take five depositions, none of which may last more than four hours (exclusive of breaks and adjournments). These limits may be relaxed only upon the express agreement of each of the parties to the arbitration and the arbitrator. Notwithstanding any AAA rule to the contrary, the parties hereby agree that once the evidentiary hearing commences, it shall continue day-to-day until completed, with the exception of Saturdays, Sundays and legal holidays. Otherwise, the evidentiary hearing can only be adjourned by agreement of all of the parties and of the arbitrator for a period of time agreed upon by all of them.

IN WITNESS WHEREOF, the parties hereunto set their hands, the day and year first above written.

FACILITY	UNIVERSITY
By_____	By_____
Chief Executive Officer	NAME/TITLE
Date: _____	Date: _____

WESLACO FIRE DEPARTMENT EMS
AFFILIATION AGREEMENT FOR EMS PERSONNEL

THIS Agreement is made this 16th day of February 2017, by and between the **CITY OF WESLACO FIRE DEPARTMENT EMS**, hereinafter referred to as ***"City"*** and **DOCTORS HOSPITAL AT RENAISSANCE**, hereafter referred to as the ***"Hospital"***.

WHEREAS, the City operates an Emergency Medical Technology Program; and

WHEREAS, City desires to have personnel of its EMT Program participate in a clinical training program at Hospital's facility; and

WHEREAS, Hospital and City recognize the need for well-trained and experienced EMS personnel and believe that the clinical training program will be of great benefit and service to Hospital, City and the Rio Grande Valley area; and

WHEREAS, the clinical training program will provide EMS personnel a wide range of experience and training necessary to provide quality emergency medical care.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Joint Responsibilities.**
   (a) All parties will cooperate to provide EMS personnel with a proper learning opportunity.

   (b) All parties will agree on the number of EMS personnel receiving their clinical training at the Hospital, with consideration given to the number of EMS personnel, the opportunities for training and experience at Hospital, and the quality of care afforded to Hospital's patients.

   (c) All parties will agree on a clinical schedule that shall include a list of students and where they will be scheduled for the rotation.

2. **Responsibilities of the City.**
   (a) The EMS personnel will abide by the policies of the Hospital while using its facilities, which policies will be provided in writing to the City and each participating member of the EMS staff.

(b) The City will continually instruct and emphasize to the EMS personnel the importance of respecting the confidential nature of all information, which may come to them with respect to patients and hospital records.

(c) City agrees to defend, indemnify and hold harmless Hospital, its officers, agents, trustees and employees, and any other person, firm or corporation bound to defend or pay judgments against said party from and against any and all claims, demands, or causes of action including claims for attorney's fees and contribution or indemnity, which arise due to negligence on the part of its agents, servants, or employees, including, but not limited to EMS personnel, in the performance of any of its obligations under this Agreement.

(d) A copy of the professional liability insurance policy carried by the City on its EMS personnel will be furnished to the Hospital.

(e) City's Director of EMT Program or designee will evaluate and counsel EMS personnel with regard to performance.

(f) The EMS Director or designee is responsible for direct supervision of the EMS personnel.

(g) EMS personnel will provide their own uniforms.

(h) The EMS Director or designee will assume responsibility for administrative functions related to EMS personnel attendance and evaluation.

(i) The EMS personnel will be subject to all rules and regulations pertaining to regular employees of the Hospital, which rules and regulations may be provided in writing to the City and the EMS personnel upon City's request. A criminal background check is required of each EMS apersonnel. City shall provide copies of each EMS personnel's background check to Hospital prior to commencement of the EMT program.

(j) The City shall ask each EMS personnel to forward to Hospital (or in the alternative City shall provide to Hospital) his or her name, address, and social security number prior to the commencement of the EMS personnel's participation in the EMT program at Hospital. City shall also ask each EMS personnel to provide (or in the alternative city shall provide) to Hospital a copy of each person's immunization record which shall contain evidence of the following: :

-P.P.D. skin test for Tuberculosis done within the previous year and a complete TB questionnaire form prescribed by Hospital, and

-Up-to-date immunizations for MMR (measles, mumps, rubella) (2 doses), Hepatitis B (3 doses), Varicella (2 doses OR Titers for History of Disease), and seasonal Influenza.

City understands and acknowledges that such EMS Personnel will not be allowed to participate in the program at Hospital until all of the information listed in 2(i) and (j) has been provided and approved by Hospital.

(k) City will inform its EMS personnel that they are not considered employees of the Hospital and that they are not authorized to represent themselves as employees of Hospital.

(l) The City agrees to inform its EMS personnel that they are not subject to coverage by Hospital's Workmen's Compensation Program.

(m) The EMS Director or designee will supply Hospital, at least (30) thirty days in advance, with a schedule of the EMS personnel who wish to participate in the program and the times they will be present at the Hospital.

(n) The EMS Director or designee will supply Hospital with a list of skills for personnel at each level of certification prior to clinical rotation.

3. Responsibilities of the Hospital.

(a) The Hospital will, at its sole discretion, permit said EMS personnel to observe its routines and procedures in Hospital's Emergency Department under the direct supervision of ER Physicians, licensed or qualified employees of the Hospital and self study program instructor who will spot check students.

(b) The Hospital agrees to assist the program by providing through its supervisory personnel assistance with task sheets, attendance, and evaluation sheets, at intervals to be agreed upon.

(c) The Hospital will orient the EMS Director or designee and EMS personnel to hospital facilities and policies.

(d) The hospital will inform its professional staff of its participation in the program.

(e) The Hospital will assume full responsibility for patient care.

(f) The Hospital reserves the right, in its absolute discretion, to refuse its facilities and services to any EMS personnel who do not meet the professional standards proposed by the Hospital.

(g) Hospital agrees to defend, indemnify and hold harmless City, its officers, agents, elected officials and employees, and any other person, firm or corporation bound to defend or pay judgments against said party form and against any and all claims, demands or causes of action including claims of attorney's fees and contribution or indemnity which arise due to negligence on the part of its agents, servants, or employees in the performance of any of its obligations under this Agreement.

(h) Hospital will designate a person or persons with whom all EMS personnel are to report upon arrival for and departure form the training program.

4. Miscellaneous.

4.1 This Agreement may be modified at any time upon the written requests of either party with the consent of the other party.

4.2 This Agreement is to remain in effect unless revisions are made, or as Changes are deemed necessary.

4.3 The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and this Agreement is performable in Hidalgo County, Texas.

4.4 Any notices required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to City: ***City of Weslaco***
Attn: Mayor
255 S. Kansas
Weslaco, Texas 78596

If to *Hospital*: ***Doctors Hospital at Renaissance***

Attn: Chief Academic Officer
5501 S. McColl Rd.
McAllen, Texas78539

4.5 The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceablity of any other provision.

4.6 The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

4.7 All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identify of the person or persons or entity may require.

4.8 The execution and performance of this Agreement by Hospital and City have been duly authorized by all necessary laws, resolutions or Corporate action, and this Agreement constitutes the valid and enforceable obligations of City and Hospital in accordance with its terms.

EXECUTED as of the day and year first written above.

CITY:

CITY OF WESLACO

By:_____
Signature
Name:_____

Title:_____

ATTEST:

_____

HOSPITAL:

Doctors Hospital at Renaissance

By: _____
Signature
Name: Carlos Cardenas, M.D.

Title: Chief Administrative Officer

By: _____
Signature
Name: R. Armour Forse, M.D., Ph.D

Title: Chief Academic Officer

Reviewed by Legal Dept.
2-20-2017

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-822
From:	
Subject: Acceptance of a grant award in the amount of $19,200.00 with no matching funds required from U.S. Department of Homeland Security to the City of Weslaco Fire Department for Water Rescue Dry Suits for Special Operations Team, approve Resolution 2017-17 regarding this grant, and authorize the Mayor to execute any related documents. (Staffed by the Fire Department.)	
Background: Water Rescue Dry Suits for FD Special Operations Team. These were awarded to the FD due to changes in mandates under PPE personal protective equipment for water type rescue / operations.	
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)**:**		
Antonio Lopez Antonio Lopez Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation:		
Attachments, if any: Resolution 2017-17		
Responsibilities upon Approval:		

RESOLUTION 2017-17

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

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

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

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

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

Grant Number: 3405301

Passed and Approved this 7th day of March, 2017

CITY OF WESLACO

_____
David Suarez, MAYOR

ATTEST:

_____
Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, CITY ATTORNEY

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-826
From: Mardoqueo Hinojosa	
Subject: Discussion and consideration to approve Resolution 2017-18 appointing a member to the Planning and Zoning Commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)	
Background: The term of David Hernandez is set to expire April 2; he does desire to continue to serve.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Resolution		
If item previously considered, provide date and action by Commission: N/A		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** N/A		

Aida Vega	Created/Initiated
Mardoqueo Hinojosa	Approved
Mike Perez	Final Approval
City Manager Comments:	
Staff Recommendation: Eligible for reappointment.	
Attachments, if any: 16 Board Appt., P&Z member roster, Resolution 2017-18	
Responsibilities upon Approval: Notify appointee.	

City of Weslaco Boards and Committees

Prepared by Office of the City Secretary; Updated August 2016

	Member Qualifications										Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	deisgnated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Oridnance						X					5		2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval	X	Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr		min. 3 mths		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*				3/year		Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr						3	2	st3yr	3*	72hr notice		Ch 143	appt by CM, confirm by CC
Economic Development Corporation	X	X	X					X		X	7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee											7	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board					no						5		2yr	2			LGC Sec 392.033	appt by Mayor
Library Board											5		2yr				Art II Sec 78.21-28	CC
Parks & Recreation Advisory Board											7		3yr				Art IV Sec 98	CC
Planning & Zoning Commission		X	X			X	X				7		3yr				Art III Sec 2.98-103	CC
Public Facilities & Transportation Improvements Naming Committee		X	X								7		st3yr				Ord 2011-16	CC
Weslaco Health Facilities Development Corporation											3+		6 yrs				Art 1528j, Vernons TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC

Application for Service
City of Weslaco Boards and Committees

Name of Applicant:		**Telephone Number:**
E-Mail Address:		**Alternate Phone Number (work/cell):**
Home Address:		[ ] Inside City Limits [ ] Outside City Limits
City:	**State:**	**Zip Code:**
How many years have you lived at this residence?		**Do you own this house?** [ ] Yes or [ ] No
Preference for consideration, naming committees on which you desire to serve: 1.) 2.) 3.)		
List of Civic Involvement and Business Experience:		
Have you been bonded or eligible to obtain one? [ ] Yes or [ ] No		**Are you currently suing or being sued by the City of Weslaco or any of its entities?** [ ] Yes or [ ] No
Are you related to any member of the Commission? [ ] Yes or [ ] No		**If so, who and how?**
Have you previously served on a City board? [ ] Yes or [ ] No		**If so, which and when?**
Have you ever been elected to public office? [ ] Yes or [ ] No		**If so, which and when?**
Do you consent to release this info to the public? [ ] Yes or [ ] No		**Are you age 25 or older?** [ ] Yes or [ ] No
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		**Timestamp of Receipt:**
Applicant's Signature:		

Optional Demographic Information: Self Identification
Gender:
Age:
Race:
Religion:
Citizenship:

RESOLUTION NO. 2014-62

STATE OF TEXAS	§	**RESOLUTION ESTABLISHING A SCREENING, APPOINTMENT, CONFIRMATION AND ATTENDANCE POLICY FOR SERVICE ON CITY OF WESLACO BOARDS, COMMISSIONS, AUTHORITIES AND COMMITTEES**
COUNTY OF HIDALGO	§	
CITY OF WESLACO	§	

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called "Boards") that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called "Commission") also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City's diversity, affirmative action, nepotism, ethics policies; the Board's mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption.

The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission's Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

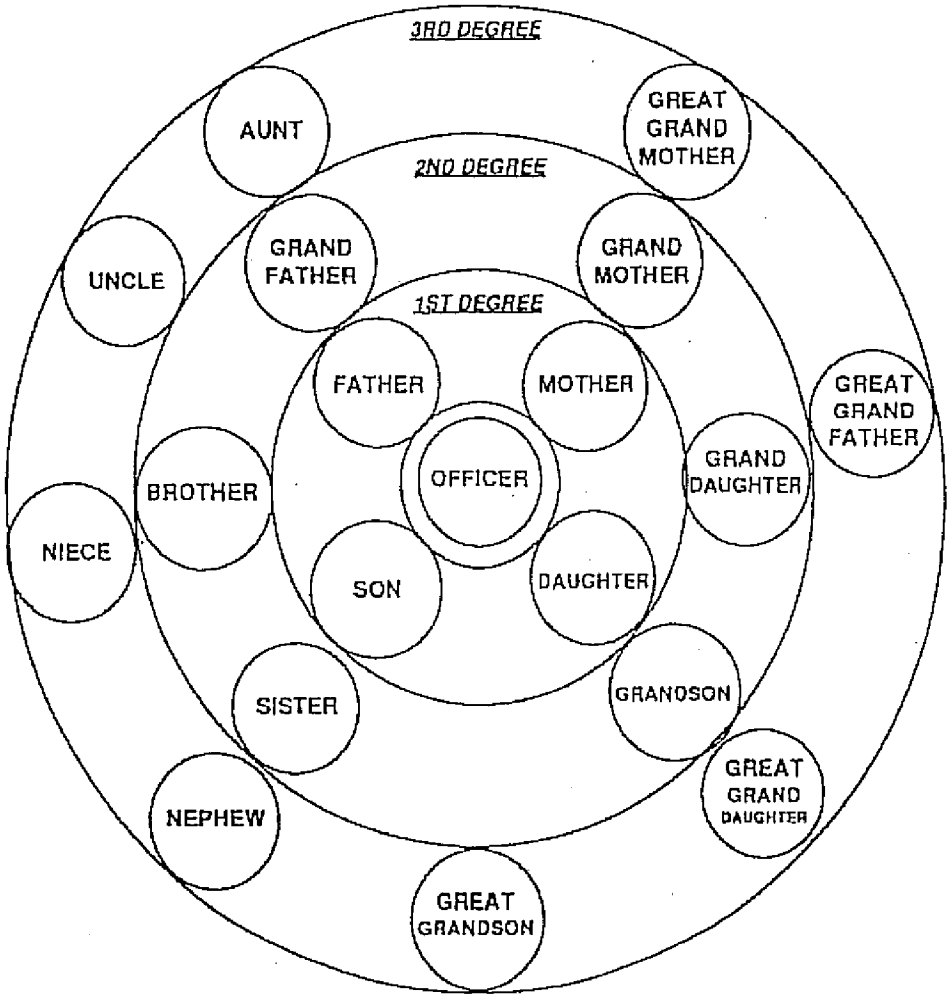
wcc 12/2/14

Rebekah de la Fuente, **INTERIM CITY SECRETARY**

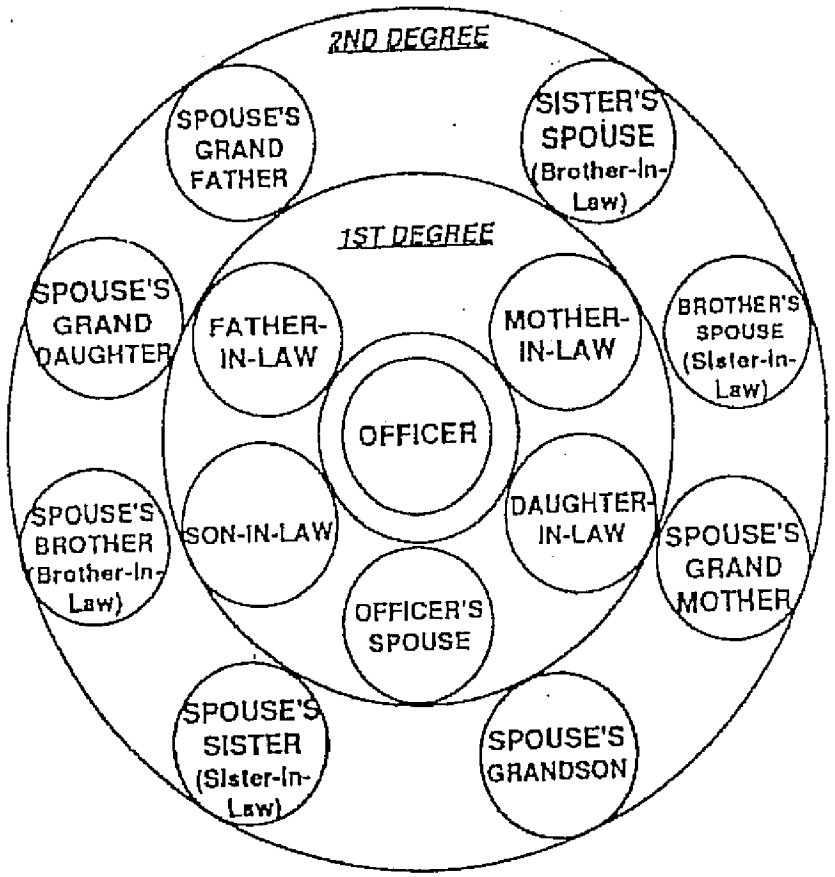
APPROVED AS TO FORM:

Frank Garza, **INTERIM CITY ATTORNEY**

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

PLANNING & ZONING COMMISSION

TERM START	TERM EXPIRES	FIRST NAME	LAST NAME
12/3/2014	12/3/2017	Juan Jose	Trevino
4/2/1996	4/2/2017	David	Hernandez
12/2/2008	12/17/2017	Lonnie	Berry
4/19/2016	12/3/2017	*Jim	Forward
12/3/2014	12/3/2017	Clemente	Mena
7/5/2011	12/17/2017	Randy	Summers
11/18/1997	12/17/2017	Charles	Warren

*serving unexpired term of Lazaro Cardenas

RESOLUTION NO. 2017-18

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE 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 unlimited terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve an expired term on the Planning and Zoning Commission Board and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 7th day of March, 2017.

CITY OF WESLACO

_____
David Suarez **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-827
From:	
Subject: Discussion and consideration to approve Resolution 2017-19 appointing a member to the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.)	
Background: The Ambulance Board shall be composed of seven members whose duties shall be to review the manner in which ambulance service is provided and to investigate complaints. The term of Patrick B. Kennedy is set to expire April 18, 2017 and expressed his interest in continuing to serve.	
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: n/a	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: n/a	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** n/a	
Aida Vega Antonio Lopez Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments:	
Staff Recommendation: Eligible for reappointment.	
Attachments, if any: 16 Board Appt., Ambulance Advisory Board - roster, Resolution 2017-19	
Responsibilities upon Approval: Notify appointee and Committee secretary	

City of Weslaco Boards and Committees

Prepared by Office of the City Secretary; Updated August 2016

	Member Qualifications										Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	deisgnated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Oridnance						X					5		2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval	X	Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr		min. 3 mths		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*				3/year		Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr						3	2	st3yr	3*	72hr notice		Ch 143	appt by CM, confirm by CC
Economic Development Corporation	X	X	X					X		X	7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee											7	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board					no						5		2yr	2			LGC Sec 392.033	appt by Mayor
Library Board											5		2yr				Art II Sec 78.21-28	CC
Parks & Recreation Advisory Board											7		3yr				Art IV Sec 98	CC
Planning & Zoning Commission		X	X			X	X				7		3yr				Art III Sec 2.98-103	CC
Public Facilities & Transportation Improvements Naming Committee		X	X								7		st3yr				Ord 2011-16	CC
Weslaco Health Facilities Development Corporation											3+		6 yrs				Art 1528j, Vernons TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC

Application for Service
City of Weslaco Boards and Committees

Name of Applicant:		**Telephone Number:**
E-Mail Address:		**Alternate Phone Number (work/cell):**
Home Address:		[ ] Inside City Limits [ ] Outside City Limits
City:	**State:**	**Zip Code:**
How many years have you lived at this residence?		**Do you own this house?** [ ] Yes or [ ] No
Preference for consideration, naming committees on which you desire to serve: 1.) 2.) 3.)		
List of Civic Involvement and Business Experience:		
Have you been bonded or eligible to obtain one? [ ] Yes or [ ] No		**Are you currently suing or being sued by the City of Weslaco or any of its entities?** [ ] Yes or [ ] No
Are you related to any member of the Commission? [ ] Yes or [ ] No		**If so, who and how?**
Have you previously served on a City board? [ ] Yes or [ ] No		**If so, which and when?**
Have you ever been elected to public office? [ ] Yes or [ ] No		**If so, which and when?**
Do you consent to release this info to the public? [ ] Yes or [ ] No		**Are you age 25 or older?** [ ] Yes or [ ] No
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		**Timestamp of Receipt:**
Applicant's Signature:		

Optional Demographic Information: Self Identification
Gender:
Age:
Race:
Religion:
Citizenship:

RESOLUTION NO. 2014-62

STATE OF TEXAS	§	**RESOLUTION ESTABLISHING A SCREENING, APPOINTMENT, CONFIRMATION AND ATTENDANCE POLICY FOR SERVICE ON CITY OF WESLACO BOARDS, COMMISSIONS, AUTHORITIES AND COMMITTEES**
COUNTY OF HIDALGO	§	
CITY OF WESLACO	§	

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called "Boards") that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called "Commission") also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City's diversity, affirmative action, nepotism, ethics policies; the Board's mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption.

The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission's Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

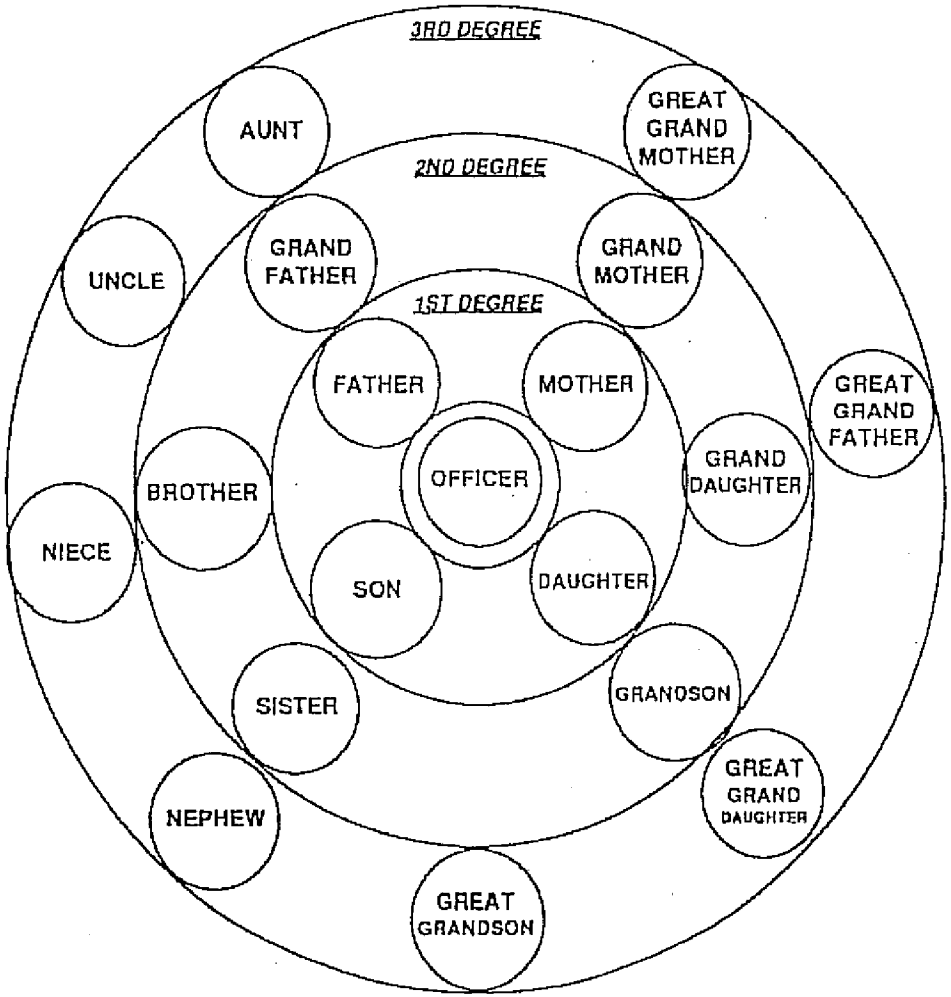
wcc 12/2/14

Rebekah de la Fuente, **INTERIM CITY SECRETARY**

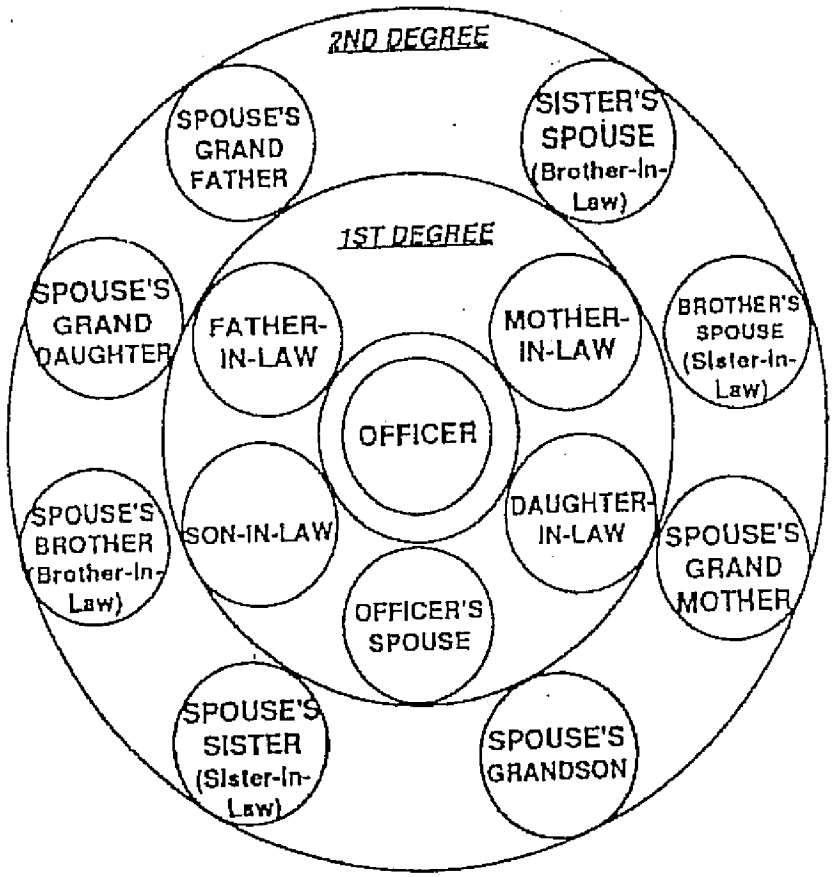
APPROVED AS TO FORM:

Frank Garza, **INTERIM CITY ATTORNEY**

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

AMBLUANCE ADVISORY BOARD

TERM START	TERM EXPIRES	FIRST NAME	LAST NAME
3/15/2016	3/15/2018	Maria A.	Villa
2/16/2016	2/16/2018	Sergio	Lozano, DDS
2/7/2006	2/7/2018	Lt. Ted	Walensky
4/18/2015	4/17/2017	Patrick B.	Kennedy
5/6/2013	5/6/2017	Sandra	Esquivel
3/2/1999	3/19/2019	George	Guerra
12/2/2015	12/20/2018	Annette	Valadez

RESOLUTION NO. 2017-19

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Ambulance Advisory Board and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 7th day of March, 2017.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-853
From:	
Subject: Discussion and consideration to approve Resolution 2017-20 establishing the City of Weslaco Recycling Task Force and approve Resolutions 2017-21, 2017-22, 2017-23, 2017-24, and 2017-25 appointing citizen members to the same and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)	
Background: During the regular meeting on February 21, the City Commission directed staff to prepare a resolution establishing a recycling task force, to be comprised of two Commissioners, one representative of Public Works Department, one representative of Republic Services, and five citizens. As it is intended to serve ad hoc,the resolution proposes the work of this Committee shall be limited to one year from establishment.	
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: N/A		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** N/A		
Elizabeth Walker Pete Garcia Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation: Approve Resolution establishing committee; however, note as this is newly created, there are no applications on file of citizen interest.		
Attachments, if any: 16 Board Appt., Resolution 2017-20 creation of task force, Resolution 2017-21 member appointment, Resolution 2017-22 member appointment, Resolution 2017-23 member appointment, Resolution 2017-24 member appointment, Resolution 2017-25 member appointment		
Responsibilities upon Approval:		

Notify appointee, if any at this time.

City of Weslaco Boards and Committees

Prepared by Office of the City Secretary; Updated August 2016

	Member Qualifications										Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	deisgnated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Oridnance						X					5		2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval	X	Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr		min. 3 mths		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*				3/year		Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr						3	2	st3yr	3*	72hr notice		Ch 143	appt by CM, confirm by CC
Economic Development Corporation	X	X	X					X		X	7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee											7	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board					no						5		2yr	2			LGC Sec 392.033	appt by Mayor
Library Board											5		2yr				Art II Sec 78.21-28	CC
Parks & Recreation Advisory Board											7		3yr				Art IV Sec 98	CC
Planning & Zoning Commission		X	X			X	X				7		3yr				Art III Sec 2.98-103	CC
Public Facilities & Transportation Improvements Naming Committee		X	X								7		st3yr				Ord 2011-16	CC
Weslaco Health Facilities Development Corporation											3+		6 yrs				Art 1528j, Vernons TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC

Application for Service
City of Weslaco Boards and Committees

Name of Applicant:		**Telephone Number:**
E-Mail Address:		**Alternate Phone Number (work/cell):**
Home Address:		[ ] Inside City Limits [ ] Outside City Limits
City:	**State:**	**Zip Code:**
How many years have you lived at this residence?		**Do you own this house?** [ ] Yes or [ ] No
Preference for consideration, naming committees on which you desire to serve: 1.) 2.) 3.)		
List of Civic Involvement and Business Experience:		
Have you been bonded or eligible to obtain one? [ ] Yes or [ ] No		**Are you currently suing or being sued by the City of Weslaco or any of its entities?** [ ] Yes or [ ] No
Are you related to any member of the Commission? [ ] Yes or [ ] No		**If so, who and how?**
Have you previously served on a City board? [ ] Yes or [ ] No		**If so, which and when?**
Have you ever been elected to public office? [ ] Yes or [ ] No		**If so, which and when?**
Do you consent to release this info to the public? [ ] Yes or [ ] No		**Are you age 25 or older?** [ ] Yes or [ ] No
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		**Timestamp of Receipt:**
Applicant's Signature:		

Optional Demographic Information: Self Identification
Gender:
Age:
Race:
Religion:
Citizenship:

RESOLUTION NO. 2014-62

STATE OF TEXAS	§	**RESOLUTION ESTABLISHING A SCREENING, APPOINTMENT, CONFIRMATION AND ATTENDANCE POLICY FOR SERVICE ON CITY OF WESLACO BOARDS, COMMISSIONS, AUTHORITIES AND COMMITTEES**
COUNTY OF HIDALGO	§	
CITY OF WESLACO	§	

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called "Boards") that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called "Commission") also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City's diversity, affirmative action, nepotism, ethics policies; the Board's mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption.

The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission's Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

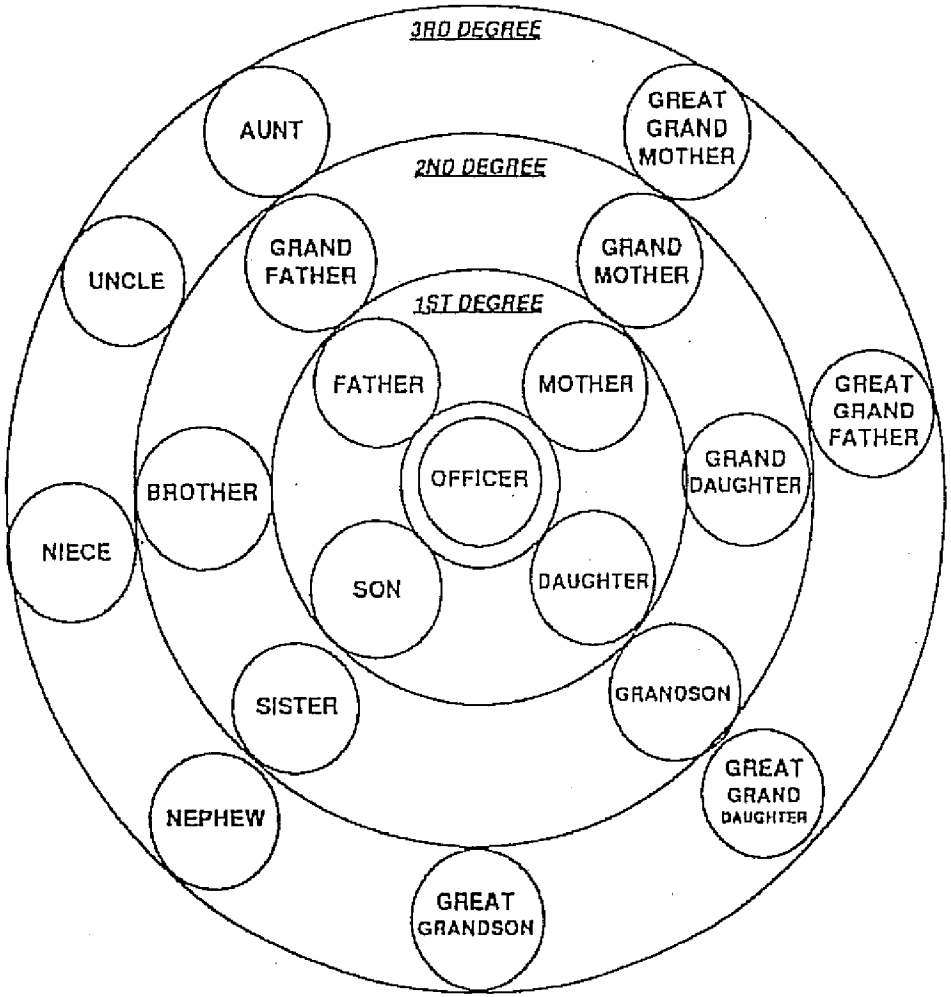
wcc 12/2/14

Rebekah de la Fuente, **INTERIM CITY SECRETARY**

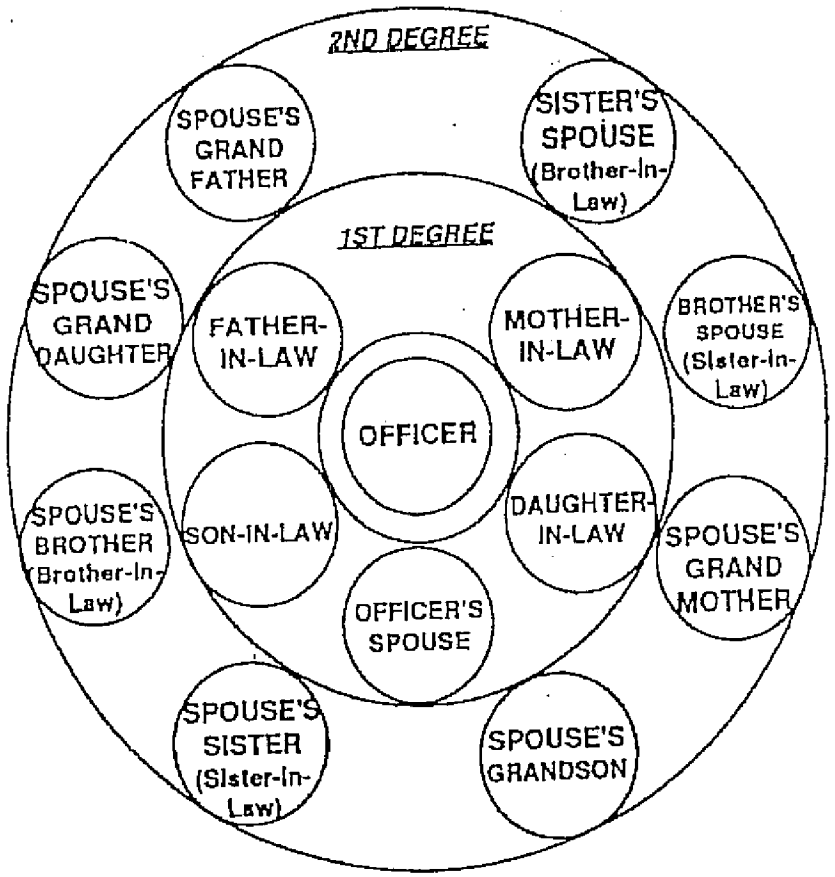
APPROVED AS TO FORM:

Frank Garza, **INTERIM CITY ATTORNEY**

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

RESOLUTION NO. 2017-20

A RESOLUTION OF THE CITY OF WESLACO ESTABLISHING AN AD HOC CITIZENS' COMMITTEE THAT SHALL BE DESIGNATED AS THE WESLACO RECYCLING COMMITTEE TASK FORCE

WHEREAS, This Commission finds merit in establishing an ad hoc citizens' committee to solicit suggestions, make recommendations, and encourage participation toward the planning and facilitating of programs, activities, and awareness on the importance of recycling; and

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be nine (9) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of two Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, members shall serve without compensation and may be eligible for reappointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT a Weslaco Recycling Committee Task Force is hereby created.

PASSED AND APPROVED on this 7th day of March, 2017.

CITY OF WESLACO

_____

David Suarez, **MAYOR**

ATTEST:

_____

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____

Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2017-21

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE WESLACO RECYCLING TASK FORCE COMMITTEE

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center; and

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be nine (9) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of two Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, members shall serve without compensation and may be eligible for reappointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT a Weslaco Recycling Committee Task Force is hereby created.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Committee and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 7th day of March, 2017.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2017-22

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE WESLACO RECYCLING TASK FORCE COMMITTEE

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center.

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be nine (9) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of two Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, the members shall serve without compensation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Committee and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 7th t day of March, 2017.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2017-23

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE WESLACO RECYCLING TASK FORCE COMMITTEE

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center.

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be nine (9) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of two Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, the members shall serve without compensation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Committee and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 7th day of March, 2017.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2017-24

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE WESLACO RECYCLING TASK FORCE COMMITTEE

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center.

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be nine (9) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of two Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, the members shall serve without compensation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Committee and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 7th day of March, 2017.

CITY OF WESLACO

_____

David Suarez, **MAYOR**

ATTEST:

_____

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____

Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2017-25

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE WESLACO RECYCLING TASK FORCE COMMITTEE

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center.

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be nine (9) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of two Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, the members shall serve without compensation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Committee and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 7th day of March, 2017.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-761
From:	
Subject: Discussion and consideration to accept one resignation from the Weslaco 100 Committee and approve Resolution 2017-26 appointing a member to that unexpired term and authorize the Mayor to execute any related documents. Possible action. (Staffed by Museum.)	
Background: Member Barbara Ostermaier submitted her resignation in writing from the Weslaco 100 Committee. To be qualified as replacements to complete the unexpired terms, members must be resident citizens of Weslaco.	
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: N/A	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** N/A	
Elizabeth Walker Mike Perez	Created/Initiated Final Approval
City Manager Comments:	
Staff Recommendation:	
Attachments, if any: 16 Board Appt., Resignation - Barbara Ostermeir, 100 Committee Member roster, Applicants as of 03/03/17, Resolution 2017-26	
Responsibilities upon Approval: Notify appointee and Committee secretary.	

City of Weslaco Boards and Committees

Prepared by Office of the City Secretary; Updated August 2016

	Member Qualifications										Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	deisgnated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Oridnance						X					5		2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval	X	Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr		min. 3 mths		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*				3/year		Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr						3	2	st3yr	3*	72hr notice		Ch 143	appt by CM, confirm by CC
Economic Development Corporation	X	X	X					X		X	7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee											7	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board					no						5		2yr	2			LGC Sec 392.033	appt by Mayor
Library Board											5		2yr				Art II Sec 78.21-28	CC
Parks & Recreation Advisory Board											7		3yr				Art IV Sec 98	CC
Planning & Zoning Commission		X	X			X	X				7		3yr				Art III Sec 2.98-103	CC
Public Facilities & Transportation Improvements Naming Committee		X	X								7		st3yr				Ord 2011-16	CC
Weslaco Health Facilities Development Corporation											3+		6 yrs				Art 1528j, Vernons TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC

Application for Service
City of Weslaco Boards and Committees

Name of Applicant:		**Telephone Number:**
E-Mail Address:		**Alternate Phone Number (work/cell):**
Home Address:		[ ] Inside City Limits [ ] Outside City Limits
City:	**State:**	**Zip Code:**
How many years have you lived at this residence?		**Do you own this house?** [ ] Yes or [ ] No
Preference for consideration, naming committees on which you desire to serve: 1.) 2.) 3.)		
List of Civic Involvement and Business Experience:		
Have you been bonded or eligible to obtain one? [ ] Yes or [ ] No		**Are you currently suing or being sued by the City of Weslaco or any of its entities?** [ ] Yes or [ ] No
Are you related to any member of the Commission? [ ] Yes or [ ] No		**If so, who and how?**
Have you previously served on a City board? [ ] Yes or [ ] No		**If so, which and when?**
Have you ever been elected to public office? [ ] Yes or [ ] No		**If so, which and when?**
Do you consent to release this info to the public? [ ] Yes or [ ] No		**Are you age 25 or older?** [ ] Yes or [ ] No
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		**Timestamp of Receipt:**
Applicant's Signature:		

Optional Demographic Information: Self Identification
Gender:
Age:
Race:
Religion:
Citizenship:

RESOLUTION NO. 2014-62

STATE OF TEXAS	§	**RESOLUTION ESTABLISHING A SCREENING, APPOINTMENT, CONFIRMATION AND ATTENDANCE POLICY FOR SERVICE ON CITY OF WESLACO BOARDS, COMMISSIONS, AUTHORITIES AND COMMITTEES**
COUNTY OF HIDALGO	§	
CITY OF WESLACO	§	

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called "Boards") that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called "Commission") also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City's diversity, affirmative action, nepotism, ethics policies; the Board's mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption.

The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission's Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

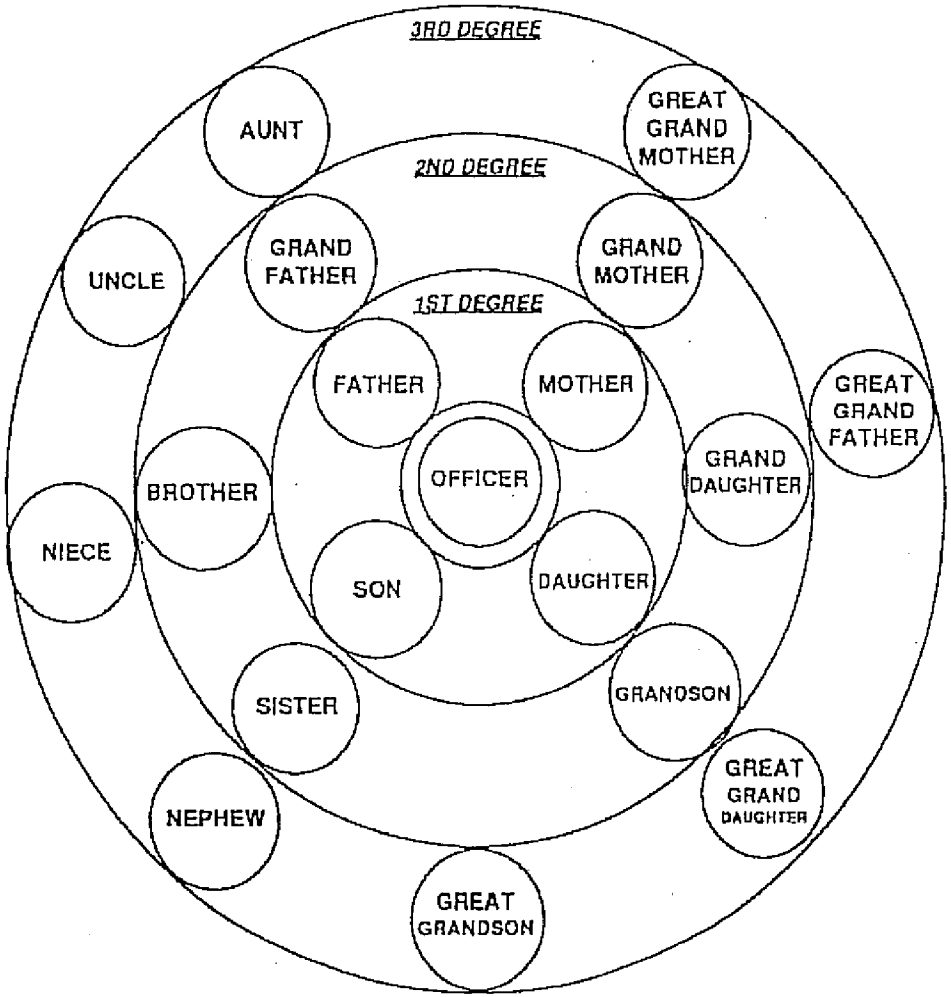
wcc 12/2/14

Rebekah de la Fuente, **INTERIM CITY SECRETARY**

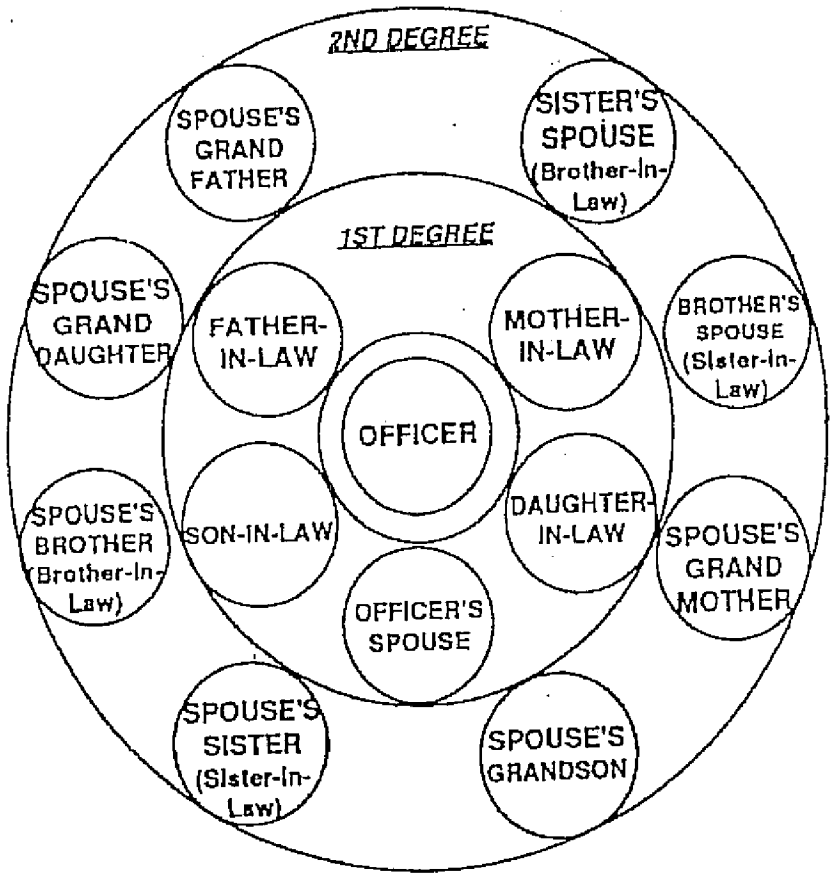
APPROVED AS TO FORM:

Frank Garza, **INTERIM CITY ATTORNEY**

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

Elizabeth M. Walker

From: Veronica Barrera <veronicalbarrera@yahoo.com>
Sent: Tuesday, February 28, 2017 9:45 PM
To: Elizabeth M. Walker
Cc: Mary Martin; mark@mccalebfuneralhome.com; Mark Williams
Subject: Fwd: Weslaco 100 resignation

Mrs. Walker we have another resignation for the next meeting.

Thank you,

Veronica Barrera

Begin forwarded message:

> **From:** banjo2020 <banjo2020@yahoo.com>
> **Date:** February 28, 2017 at 9:13:13 PM CST
> **To:** Veronica Barrera <veronicalbarrera@yahoo.com>
>
> I would like to resign from the Weslaco 100th anniv. committee. Not knowing very many people here, I fill overwhelmed in the project. I love working at the Museum. Looking forward to the anniv. It will be great.
> Barbara. Ostermaier.
>
> Sent via the Samsung Galaxy Note5, an AT&T 4G LTE smartphone
>
> -------- Original message --------
> From: Veronica Barrera <veronicalbarrera@yahoo.com>
> Date: 2/20/17 12:49 PM (GMT-06:00)
>
> Subject: Weslaco 100 meeting reminder for 2-21-17
>
> Hello all,
>
> This is just a reminder that we have a meeting Tuesday February 21st at 6pm at the Weslaco Museum.
>
> See you tomorrow,
>
> Veronica L. Barrera
> Weslaco 100 Secretary

WESLACO 100 COMMITTEE

Date Appointed	FIRST NAME	LAST NAME
2/14/2017	Linda	Williams
4/19/2016	Veronica L.	Barrera
4/19/2016	Jim	Chapman
4/19/2016	Yvette	Castro-Carrillo
4/19/2016	Mary	Martin
2/14/2017	Richard	Lehman
4/19/2016	Sandra	Reyna
4/19/2016	Barbara	Ostermaier
2/14/2017	Mary	Mattar
2/14/2017	JuneBug	Cummins
4/19/2016	Loretta	Barbee
4/19/2016	Mark	Williams
4/19/2016	Leonor C.	Medina
4/19/2016	Mark	McCaleb
4/19/2016	Marta	Kang, Ph.D.
4/19/2016	Sandra	Hernandez

As of 2/17/2017 by mv

RESOLUTION NO. 2017 - 26

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE WESLACO 100 COMMITTEE TO PREPARE WESLACO'S CENTENNIAL CELEBRATION AND STRATEGIC PLAN

WHEREAS, The City of Weslaco, Texas, founded 1919, will celebrate its centennial in 2019, and anticipates programs and activities befitting the occasion; and

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions, make recommendations, and encourage participation toward the planning and facilitating of such programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider issues for the strategic growth of the City over the next 100 years, including planning/sustainable development, governance, health, transportation, education, economic development, public safety, parks, information technology, and housing; and

WHEREAS, there shall be sixteen (16) members in the Weslaco 100 Committee who shall be appointed by the Weslaco City Commission and shall be resident citizens of the City of Weslaco. The term for each Committee member shall be for three (3) years and may be eligible for reappointment;

WHEREAS, The Weslaco 100 Committee members shall serve without compensation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Weslaco 100 Committee and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 7th day of March, 2017.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-820
From: Mardoqueo Hinojosa	
Subject: Discussion and consideration to adopt Ordinance 2017-10 the 2015 Edition of the International Energy Conservation Code for the regulation and governing of energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems and providing for the issuance of permits and collection of fees. First Reading of Ordinance 2017-10. Possible action. (There was no action on this item February 21, 2017; Staffed by Planning and Code Enforcement Department.)	
Background: House Bill 1736 (Attached) has mandated the adoption of the latest International Energy Conservation Code. The City is currently operating under the 2012 Edition of the International Building codes and is seeking to adopt, not only the 2015 International Energy Conservation Code, but all the 2015 building related codes, the National Fire Protection Association (NFPA) 101 and 2014 National Electrical Code (State mandated).	
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)**:** Board of Adjustment & Appeals- Building Codes on January 18, 2017 recommends adoption of proposed ordinances effective immediately.

Elizabeth Walker	Created/Initiated
Mardoqueo Hinojosa	Approved
Mike Perez	Final Approval

City Manager Comments:
Staff Recommendation: Staff recommends to table for March 21st meeting.

Attachments, if any:
O2017-10, House Bill 1736, IBC Changes

Responsibilities upon Approval:

Planning & Code Enforcement staff will work with contractors to ensure a smooth transition from the 2012 codes to the 2015 Codes. Training has been set up for March 28 and 29 for code changes at City Hall.

ORDINANCE NO. 2017-10

AN ORDINANCE OF THE CITY OF WESLACO ADOPTING THE 2015 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, REGULATING AND GOVERNING ENERGY EFFICIENT BUILDING ENVELOPES AND INSTALLATION OF ENERGY EFFICIENT MECHANICAL, LIGHTING AND POWER SYSTEMS IN THE CITY OF WESLACO; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED BY THE CITY COUNCIL OF WESLACO as follows:

SECTION 1. That a certain document is on file in the office of the Building Official and the City of Weslaco, being marked and designated as the International Energy Conservation Code, 2015 edition, including Appendix A as published and attached by the International Code Council, Inc., be and is hereby adopted as the Energy Conservation Code of the City of Weslaco, in the State of Texas, for regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Energy Conservation Code, 2015 edition, on file in the office of the Building Official are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

SECTION 2. The following sections are hereby revised:
§ C101.1 and R101.1 …….. City of Weslaco
§104.5……Approved inspection agencies. The Building Official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as qualifications and reliability.
§104.5.1……Approved agents. Only those third party inspectors who have been registered with the City and have met the requirements of the Building Official shall be accepted as approved energy conservation *code* compliance inspectors. A list of third party inspectors that are registered with the City to be third party energy compliance inspectors will be available on the City's Development Services website for public viewing.
§104.5.2…… Requirements for registered third party inspectors.

a) Insurance - Third party inspectors are required to have five hundred thousand dollars ($500,000.00) of commercial general liability, with a combined single limit per occurrence provided coverage for property damage and bodily injury.
b) Registration - All third party inspectors are required to register with the City for participation in the City of Weslaco Energy Conservation Code Compliance Program.
c) Renewal - All third party inspectors are required to submit an annual renewal and proof of current insurance to Development Services.

§104.8…… Approval. After the prescribed tests and inspections indicate that the work complies in all respects with this *code,* a notice of approval shall be issued by the Building Official.

§104.8.a…… Method of Approval. Test results will be accepted by Development Services via electronic submission.

§104.8.b…… Documentation Requirements for Code Compliance Registration with the City shall contain:

1. The name of the company.
2. Company address.
3. Specific energy improvements offered by company.
4. Name of registered technician that will be performing the inspection.
5. Type of certification that inspector has acquired. Certified HERS Raters or Rating Field Inspectors by RESNET, Performance Verification Technicians certified by Texas HERO, or other certifications that are approved by the Building Official.
6. Certificate of Insurance.

§104.8.c…… Documentation Requirements for Inspection Submission:

1. Verification of third party registration.
2. Disclosure of inspection results.
3. Pass or fail results.

§104.8.d…… Time Frame for Submitting Approved Test Results. Test results by a third party inspector in compliance with Section 104.5.1 shall be filed with Development Services, Building Division, prior to the Certificate of Occupancy being issued.

§104.8.1…… Revocation. The Building Official is authorized to, in writing, suspend or revoke a notice of approval whenever the certificate is issued in error, incorrect information was supplied, or where it is determined that the building, structure, premise, or portion thereof is in violation of any ordinance or regulation or any of the provisions of this *code*.

§108.4.1……Violations penalties. Any person who violates a provision of this code, fails to complies with an of the requirements thereof, or erects, installs, alters, or repairs work in violation of the approved construction documents, directive of the building official, or a permit or certificate issued under the provisions of this code, shall be guilty of a Class C Misdemeanor punishable by a fine of not more, two thousand dollars ($2,000). Each day that a violation continues after due notice has been served shall be deemed a separate offense.

§108.4.2……Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to given written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than two thousand dollars ($2000.00) or more than ten thousand dollars ($10,000.00).

SECTION 3. Be It Further Ordained by the City of Weslaco Ordinance No. 2013-13 entitled International Energy Conservation Code Ordinance, and all other ordinances in conflict herewith are hereby repealed in that respect only.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City of Weslaco hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. That the City Secretary is hereby ordered and directed to cause this ordinance to be published.

SECTION 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matter established and adopted hereby shall take effect and be in full force and effect 90 days from and after the date of its final passage and adoption.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of March, 2017.

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

CITY OF WESLACO

_____
David Suarez, MAYOR

ATTEST:

_____
Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

_____
Juan Gonzalez, CITY ATTORNEY

84R8073 JXC-F

By: Villalba H.B. No. 1736

A BILL TO BE ENTITLED
AN ACT

relating to building energy efficiency performance standards; establishing the Building Energy Efficiency Advisory Committee.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 388.003(b-1), Health and Safety Code, as added by Chapter 939 (H.B. 3693), Acts of the 80th Legislature, Regular Session, 2007, is amended to read as follows:

(b-1) The [~~If the~~] State Energy Conservation Office may adopt and substitute for the energy codes described by Subsection (a) or (b) [~~determines, based on written recommendations from the laboratory, that the energy efficiency provisions of~~] the latest published edition [~~editions~~] of the International Residential Code energy efficiency provisions or the latest published edition of the International Energy Conservation Code, based on written findings from the laboratory on the stringency of the editions and comments and recommendations from the Building Energy Efficiency Advisory Committee [~~for residential or commercial energy efficiency and air quality are equivalent to or more stringent than the provisions of editions adopted under Subsection (a) or (b), the office by rule may adopt and substitute in the energy code the equivalent or more stringent editions for of the initial editions described by Subsection (a) or (b)~~]. The [~~If the State Energy Conservation Office adopts the latest published editions of the International Residential Code or the International Energy Conservation Code into the energy code, the~~] office:

(1) may not adopt an edition under this subsection more often than once every six years; and

(2) shall establish by rule an effective date for an adopted edition [~~the new editions~~] that is not earlier than nine months after the date of adoption. [~~The laboratory shall submit recommendations concerning the latest published editions of the International Residential Code or the International Energy Conservation Code not later than six months after publication of new editions.~~]

SECTION 2. Section 388.003, Health and Safety Code, is amended by amending Subsections (b-3) and (i) and adding Subsection (b-4) to read as follows:

(b-3) The [~~In developing written recommendations under Subsection (b-1), the~~] laboratory shall:

(1) submit findings on the stringency of the latest published edition of the International Residential Code energy efficiency provisions and of the International Energy Conservation Code to the State Energy Conservation Office not later than six months after publication of a new edition; and

(2) in developing the findings, consider the comments submitted under Subsection (b-2) and the comments and recommendations of the Building Energy Efficiency Advisory Committee on the latest published editions.

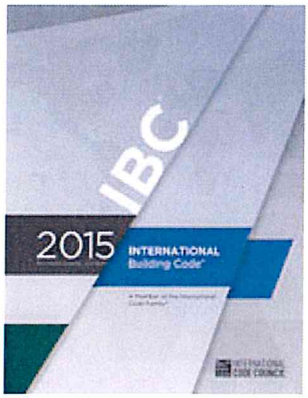
(b-4) The State Energy Conservation Office may amend or establish an energy rating index that is used to measure compliance in a voluntary compliance path of an energy code edition before adopting the edition under Subsection (b-1). The office may adopt an energy rating index for each climate zone in this state.

(i) A local amendment adopted under Subsection (d) may not

What's New in the 2015 I-Codes?

Key Changes include:

2015 IBC®



An automatic sprinkler system is required within a building when the roof is used for A-2 assembly occupancy with an occupant load exceeding 100 or for other assembly uses exceeding 300.

Carbon monoxide alarm provisions have been relocated, reformatted and revised.

More detailed scoping requirements for recreational facilities are included within the new Section 1110.

A modification allows egress through an elevator lobby when access to at least one exit is available without passing through the lobby.

Group E occupancies and emergency responder facilities located in 'tornado alley' are required to have storm shelters. Storm shelters provided for other occupancies and in other areas of the country are voluntary. However, all storm shelter must comply with ICC 500.

A definition for Cross-Laminated Timber (CLT) was added to Chapter 2, and the ANSI/APA PRG 320-2011 product manufacturing standard is referenced in Chapter 23 and added to Chapter 35.

New code sections were added covering rooftop mounted photovoltaic solar panels.

"Vegetative roof" is defined in Section 202 to be consistent with the definition in the IgCC™ and ASTM D1079. A reference to ASTM E 2397 was added for determining soil loads on vegetative roofs.

Chapter 34 on existing buildings has been deleted and a reference to the IEBC replaces the chapter. All provisions previously in Chapter 34 may be found in the IEBC.

2015 IRC®

Common walls separating townhouses must now be rated for 2 hours when an automatic fire sprinkler system is not installed.

Remodeling of an existing basement does not trigger the emergency escape and rescue opening requirements unless a new bedroom is created.

Ramps that do not serve the required egress door are now permitted to have a slope not greater than 1 unit vertical in 8 units horizontal.

Carbon monoxide alarms now require connection to the house wiring system with battery backup. A carbon monoxide alarm is required in bedrooms when there is a fuel-fired appliance in the bedroom or adjoining bathroom.

Revised lumber capacities have changed the span lengths for floor joists, ceiling joists and rafters in the prescriptive tables of the IRC.

New sections and tables provide prescriptive methods for posts, beams, joists and connections in deck construction.

The girder and header span tables of Chapter 5 have been moved into Chapter 6. Multi-ply and single header tables are combined. A new section describing rim board headers is added.

2015 IFC®

Decorative material requirements were revised to be more comprehensive and provide more details for healthcare occupancies.

Section 910 was heavily revised to address overall smoke removal. Mechanical smoke removal requirements have been revised and clarified.

CO alarm requirements have been heavily revised make the installation requirements clearer and relocated by F360-13. Educational occupancies were added as regulated occupancies.

Limited area sprinklers requirements were revised to be more comprehensive.

A new IFC (and IBC) Section 915 replaces and greatly expands upon former Section 908.7 on Carbon Monoxide detection and alarm requirements.

2015 IPC®

Public toilet facilities are not required for occupancies that have limited areas for public access.

Water temperature limiting devices are required for footbaths and head shampoo sinks.

In a replacement water heater installation situation when a nearby drain point is unavailable for the required pan, a code modification allows the pan to be used without a drain line.

Fixtures such as water closets and urinals that utilize nonpotable water must be identified with words and a symbol that nonpotable water is being used. The color purple is established for identifying distribution piping conveying nonpotable water.

The application of a primer to drain, waste and vent PVC pipe and fittings prior to solvent cementing is not required for 4-inch pipe size and smaller.

2015 IMC®

Condensate pumps located in uninhabitable spaces and used with condensing fuel-fired appliances and cooling equipment must be connected to the appliance or equipment to prevent water damage if the pump fails.

The ventilation system for enclosed parking garages must operate continuously or be automatically controlled for intermittent operation utilizing both carbon monoxide and nitrogen dioxide detectors.

New text recognizes the use of dryer exhaust duct power ventilators (DEDPV) for installations that exceed the allowable exhaust duct length for clothes dryers.

New text regulates the design and construction of exhaust shafts that serve domestic kitchen exhaust systems in multi-story buildings.

2015 IFGC®

The section on protection of piping has been completely rewritten.

Line regulators installed in rigid piping must have a union installed to allow removal of the regulator.

Specific installation requirements were added for the safe installation of ANSI Z21.69 connectors for commercial cooking appliances.

New text recognizes the use of dryer exhaust duct power ventilators (DEDPV) for installations that exceed the allowable exhaust duct length for clothes dryers.

2015 IECC®

Climate-appropriate alternative added for buildings located in Tropical Zones.

In the residential provisions, the inclusion of the Energy Rating Index Compliance Alternative as another compliance path adds more flexibility to the IECC.

Separate Chapters dealing with existing buildings were created in both IECC-Commercial and Residential Provisions.

2015 IEBC®

Requirements related to the addition of sleeping units and dwelling units as they relate to the requirements for Accessible units, Type A units and Type B units have been moved to Chapter 11 on Additions.

The different levels of change of occupancy as addressed in Chapter 10 are clarified.

2015 ISPSC™

The term "pool and spa" replaces "aquatic vessel" throughout the code. This change eliminates confusion and deletes an unnecessary definition.

Fall protection guards for springboards that are greater than 5 feet (1.5 meters) above a pool deck are now required. The guards will significantly reduce injuries from falls from high springboards.

Public pools are now required to have signage indicating how to reach emergency services by phone.

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-828
From: Mardoqueo Hinojosa	
Subject: Discussion and consideration after public hearing on behalf of Valley Donna Food Mart Inc. to approve a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 718 W. 6th St., also being Lots 14-17 and W1/2 Lot 18, Block 4, Glendale Addition Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)	
Background: The applicant is requesting to obtain Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit. Thirty-three (33) property owners within 200 feet of the applicant's property were notified by letter on February 17,2017.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Mayor's Signature Public Hearing	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on February 13, 2017.	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** Planning and Zoning Commission tabled item on March 1, 2017.	
Martha Hernandez Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments:	
Staff Recommendation: Staff recommends to table item for consideration on April 18, 2017 meeting.	
Attachments, if any: Aerial, 718 W 6th St	
Responsibilities upon Approval: Planning staff will advise applicant.	

Conditional Use Permit
Wine and Beer Retailer's Off-Premise
Legend
CUP
W Business 83
4th Street
Border Avenue
Texas Blvd.
6th Street
Google earth
© 2016 Google
N
1000 ft

2-8-17

APPLICATION FOR CONDITIONAL USE PERMIT

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

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

FILE NO. CUP17-00003

RECEIVED
FEB 08 2017
Planning & Code Enforcement Dept

PROPOSED PROJECT

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

Lot 14, 15, 16, 17 + West ½ of Lot Block 4

Subdivision Name Glendale Addition

Street Address 718 W 6th Street Weslaco, TX 78596

Existing Zoning _____ Existing Land Use _____

Purpose for the Conditional Use Permit Request

Convenience Store Beer to go (off Premise)

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

_____

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

APPLICANT

Name Valley Donna Food Mart Inc Phone 956-363-2040

Address 107 E 7th Street Fax: _____

City Mercedes State TX Zip Code 78597 E-Mail: AAAConstruction8@yahoo.com

OWNER

Name Khalid Ali Phone 956 363-2040

Address 107 E 7th Street Fax: _____

City Mercedes State TX Zip Code 78537 E-Mail: ~~AAA~~ AAAConstruction8@yahoo.com

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

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

Yes ✓ No _____

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

Signature _____ Date 02-08-2017
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By RD Payment Received By mdt Date Paid 2/8/17

Notice of Public Hearing Sent to Property Owners Within 200' of Proposed Site — Date 2/17/17

P & Z Notice of Public Hearing Published in Newspaper — Date 2/13/17

City Commission Notice of Public Hearing Published in Newspaper — Date 2/13/17

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

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

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

RECEIVED
FEB 08 2017

CITY OF WESLACO
956-968-3181

REC#: 02223684 2/08/2017 3:36 PM
OPER: KArev TERM: 036
REF#: 1060

TRAN: 235.1000 PROCESSING FEE
inv 776
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 202.0000 CONDITIONAL USE PERM
inv 776
01 -400-1026
CONDITIONAL USE PER 300.00CR

TENDERED: 305.00 CHECK
APPLIED: 305.00-

CHANGE: 0.00

Out Door
Kitchen
Bathroom
Door
Door
Main cooler
Cooler
Door
Main Door.
Counter
Coffee Counter
40 Feet.
76 Feet

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 1, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 7, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 S. Kansas Ave. to consider the following requests: Si desea informaciÃ³n en espaÃ±ol, llame al departamento de PlaneaciÃ³n de la Ciudad de Weslaco, (956) 447-3403. Valley Donna Food Mart Inc. is requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 718 W. 6th St., also being Lots 14-17 and W1/2 Lot 18, Blk 4, Glendale Addition Subdivision, Weslaco, Hidalgo County, Texas. Robert W. McNabney. is requesting a Conditional Use Permit to obtain a Retail Dealer's On-Premises Late Hours License at 2901 W. Bus 83, also being 1.77 acres Irrigation Tract S881.60'-E179.15' out of Farm Tract 626, West Tract Subdivision, Weslaco, Hidalgo County, Texas. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before March 1, 2017, for the Planning and Zoning Commission and on or before March 7, 2017 for City Commission. For additional information, contact the Planning Department at (956) 447-3403. /S/ MARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer

Click here to view the public notice as it appeared in print.

Appeared in: ***The Monitor*** on Monday, 02/13/2017

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City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

February 17, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 1, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 7, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 S. Kansas Ave. to consider the following requests:

CONDITIONAL USE PERMIT:

Valley Donna Food Mart Inc. is requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 718 W. 6th St., also being Lots 14-17 and W1/2 Lot 18, Blk 4, Glendale Addition Subdivision, Weslaco, Hidalgo County, Texas.

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

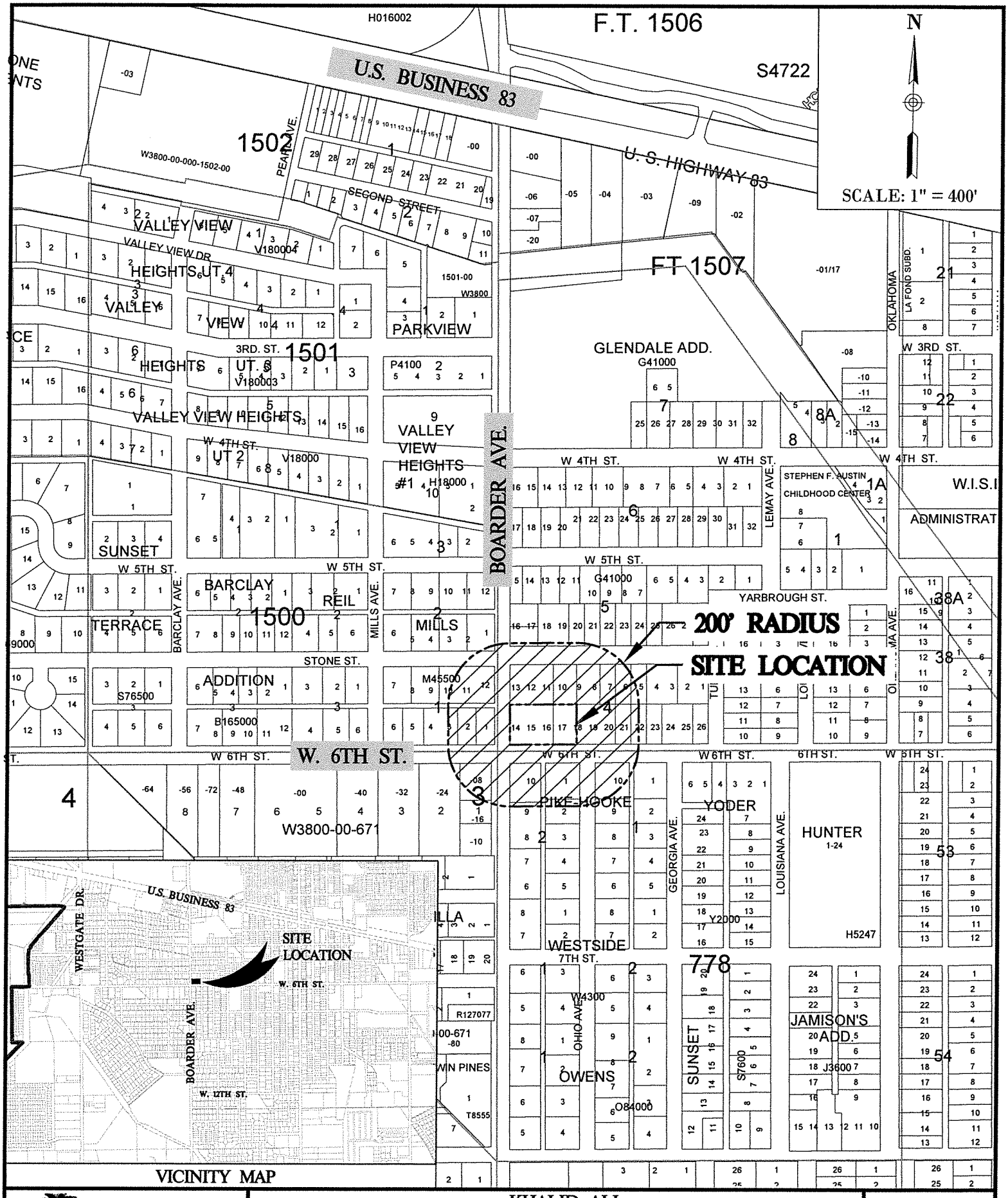
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

, P.E.

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

MH/mh



City of Weslaco

KHALID ALI
718 W. 6TH STREET
LOTS 14-17 AND W1/2 LOT 18, BLK 4
GLENDALE ADDITION SUBDIVISION
CUP: WINE AND BEER RETAILER'S OFF-PREMISE PERMIT

CITY ON THE GROW
CITY OF WESLACO

City of Weslaco Code Enforcement Dept.

FEB 15, 2017

HINOJOSA EDEN & BERTA A ENID HINOJOSA VELARDE 709 STONE ST WESLACO TX 78596	G4100-00-004-0005-00 GLENDALE LT 5 BLK 4 709 STONE ST	L: 17888 B: 13350
RAMOS SYLVIA & CAMILO JR 711 STONE ST WESLACO TX 78596	G4100-00-004-0006-00 GLENDALE LT 6 BLK 4 711 STONE ST	L: 20800 B: 12301
VELA ADAN 713 STONE ST WESLACO TX 78596	G4100-00-004-0007-00 GLENDALE LOT 7 BLK 4 713 STONE ST	L: 20800 B: 24629
YBARRA MANAEN & ARTURO DE 715 STONE ST WESLACO TX 78596	G4100-00-004-0008-00 GLENDALE LTS 8 & E 1/2 LOT 9 BLK 4 715 STONE ST	L: 31200 B: 35741
HANKS JACK & MABLE 719 STONE ST WESLACO TX 78596	G4100-00-004-0009-00 GLENDALE W 1/2 LOT 9 & ALL 10 BL K 4 719 STONE ST	L: 31200 B: 11378
RODRIGUEZ FRANCISCO T 4411 N WESTGATE DR WESLACO TX 78599	G4100-00-004-0011-00 GLENDALE LTS 11-12-13 BLK 4 723 STONE ST	L: 62400 B: 63957
DIAZ LEOPOLDO D 703 WEST 6TH ST WESLACO TX 78596	G4100-00-004-0014-00 GLENDALE LTS 14-15-16 -17 & W1/2 LT 18 BLK 4 703 W 6TH ST	L: 93600 B: 131105
DIAZ DISTRIBUTORS LLC 718 W 6TH ST WESLACO TX 78596-5866	G4100-00-004-0017-00 GLENDALE LOT 17 W 1/2-18 BLK 4 703 W 6TH ST	L: 31200 B: 44815
TREVINO RUPERTO LOPEZ PO BOX 669 LA BLANCA TX 78558	G4100-00-004-0018-00 GLENDALE E 25' LOT 18 ALL LTS 19 & 20 BLK 4 807 W 6TH ST	L: 52000 B: 27935
MARTINEZ, ARMANDO L & ANNA PO BOX 1769 WESLACO TX 78599-1769	G4100-00-004-0019-00 GLENDALE LTS E 12 1/2-19 ALL 20 BLK 4 805 W 6TH	L: 26000 B: 17428
TREVINO RUPERTO LOPEZ PO BOX 669 LA BLANCA TX 78558	G4100-00-004-0021-00 GLENDALE LT 21 BLK 4 803 W 6TH ST	L: 20800 B: 17126
GALLEGOS DAGOBERTO & HILDA E 801 W 6TH ST WESLACO TX 78596	G4100-00-004-0022-00 GLENDALE LOT 22 BLK 4 801 W 6TH ST	L: 20800 B: 12662

City of Weslaco Code Enforcement Dept.

FEB 15, 2017

LOPEZ LORENZO H & CRUZ 509 S BORDER AVE WESLACO TX 78596	G4100-00-005-0016-00 GLENDALE LOTS 16 & 17-N 1/2 & LO TS 16 & 17-N 5'-S 1/2 BLK 5 509 S BORDER AVE	L: 23600 B: 13311
GARZA VICTOR R 850 S IOWA AVE WESLACO TX 78596	G4100-00-005-0016-01 GLENDALE LTS 16 S 1/2 & 17 S 1/2 EXC N 5' BLK 5 511 S BORDER AVE	L: 20400 B: 14288
AGUAYO PABLO ET AL 720 STONE ST WESLACO TX 78596	G4100-00-005-0018-00 GLENDALE LTS 18-19 BLK 5 720 STONE ST	L: 44000 B: 47241
RODRIGUEZ JOSE LOPEZ HECTOR M 716 STONE ST WESLACO TX 78596	G4100-00-005-0020-00 GLENDALE LOT 20 BLK 5 716 STONE ST	L: 22000 B: 12165
HERNANDEZ ADAN 210 N 8TH ST DONNA TX 78537	G4100-00-005-0021-00 GLENDALE LT 21 BLK 5 714 STONE ST	L: 22000 B: 35572
BENAVIDEZ HERMINIA FLORES 712 STONE ST WESLACO TX 78596	G4100-00-005-0022-00 GLENDALE LOT 22 BLK 5 712 STONE ST	L: 22000 B: 30633
SIMS JONETTE R & THOMAS G 900 W 6TH ST WESLACO TX 78596	M4550-00-001-0001-00 MILLS BLK 1 LT 1 900 W 6TH ST	L: 20520 B: 26284
SANCHEZ EDNA E 902 W 6TH ST WESLACO TX 78596	M4550-00-001-0002-00 MILLS BLK 1 LT 2 902 W 6TH ST	L: 20520 B: 30369
CARRILLO LILLIAN 905 W 6TH ST WESLACO TX 78596	M4550-00-001-0003-00 MILLS BLK 1 LT 3 & E50' 4 905 W 6TH ST	L: 37620 B: 76478
SAULS JULIAN W & SANDRA Y 904 STONE ST WESLACO TX 78596	M4550-00-001-0010-00 MILLS BLK 1 LTS 10 11 12 904 W STONE ST	L: 55404 B: 189123
CASANOVA CARLOS & ANNA MARIA C 901 STONE ST WESLACO TX 78596	M4550-00-002-0001-00 MILLS BLK 2 LT 1 E1/2 2 901 W STONE ST	L: 30780 B: 83555
JOHNSON CHARLES C & LINA F 600 S GEORGIA AVE WESLACO TX 78596	P6600-00-001-0001-00 PIKE HOOK BLK 1 LT 1 600 S GEORGIA ST	L: 35279 B: 53440

City of Weslaco Code Enforcement Dept.

FEB 15, 2017

MID VALLEY CHURCH OF THE NAZARENE 909 W 8TH ST WESLACO TX 78596	P6600-00-001-0009-00 PIKE HOOK BLK 1 LT 9 603 S OHIO	L: 25080 B: 64452
BARRERA LISA V 601 S OHIO AVE WESLACO TX 78596	P6600-00-001-0010-00 PIKE HOOK BLK 1 LT 10 601 S OHIO	L: 36680 B: 95244
RAMON MONTALVO LIVING TRUST PO BOX 2 WESLACO TX 78599	P6600-00-002-0001-00 PIKE HOOK BLK 2 LT 1 600 S OHIO	L: 36680 B: 47262
SIFUENTES MONICA 602 S OHIO AVE WESLACO TX 78596	P6600-00-002-0002-00 PIKE HOOK BLK 2 LT 2 602 S OHIO	L: 25080 B: 56183
FANN CRISTHOPHER SUSANA GONZALEZ 605 S BORDER AVE WESLACO TX 78596	P6600-00-002-0008-00 PIKE HOOK BLK 2 LTS S70' OF 9 & ALL OF 8 605 BORDER AVE	L: 47025 B: 87972
WALKER JEFFREY THOMAS 2114 W 6TH ST WESLACO TX 78596	P6600-00-002-0009-00 PIKE HOOK N 10' OF LOT 9 & ALL O F 10 BLK 2 812 W 6TH ST	L: 39815 B: 81826
CARDENAS JENNIFER 1709 OLD PAINT DR EL PASO TX 79911	W3800-00-671-0000-08 WEST TRACT N 150' LT 1 R/S FT 67 1 0.46AC GR 0.34AC NET 600 S BORDER AVE	L: 37025 B: 107429
LEAL ALEX RODRIGUEZ 604 S BORDER AVE WESLACO TX 78596	W3800-00-671-0000-16 WEST TRACT N 75'-S 179' LT 1 R/S FT 671 0.23AC GR 0.19AC NET 604 S BORDER AVE	L: 20690 B: 35791
GONZALEZ BRAULIO 906 W 6TH ST WESLACO TX 78596	W3800-00-671-0000-24 WEST TRACT 1AC LOT 2 FT 671 906 W 6TH ST	L: 108900 B: 68814

TABC TEXAS ALCOHOLIC BEVERAGE COMMISSION
service ★ courtesy ★ integrity ★ accountability

OFF-PREMISE PREQUALIFICATION PACKET

L-OFF
(01/2016)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. ***www.tabc.texas.gov/laws/code_and_rules.asp***

RECEIVED
FEB 08 2017
Planning & Code Enforcement Dept.

LOCATION INFORMATION

1. Application for: ☑ Original

☐ Reinstatement License/Permit Number _____

☐ Change of Licensed Location License/Permit Number _____

2. Type of Off-Premise License/Permit

☑ **BQ** Wine and Beer Retailer's Off-Premise Permit
☐ **BF** Beer Retail Dealer's Off-Premise License
☐ **P** Package Store Permit
☐ **Q** Wine Only Package Store Permit
☐ **LP** Local Distributor's Permit
☐ **E** Local Cartage Permit
☐ **ET** Local Cartage Transfer Permit
☐ **PS** Package Store Tasting Permit

3. Indicate Primary Business at this Location

☐ Grocery/Market
☐ Liquor Store
☐ Convenience Store with Gas
☑ Convenience Store without Gas
☐ Miscellaneous _____

4. Trade Name of Location
VALLEY 6th Street Meat Market

5. Location Address
718 W 6th Street

City	County	State	Zip Code
Weslaco	Hidalgo	TX	78596

6. Mailing Address
107 E 7th Street

City	State	Zip Code
Mercedes	TX	78570

7. Business Phone No.	Alternate Phone No.	E-mail Address
Pending	956-363-2040	

OWNER INFORMATION

8. Type of Owner

☐ Individual
☐ Partnership
☐ Limited Partnership
☐ Limited Liability Partnership
☑ Corporation
☐ Limited Liability Company
☐ Joint Venture
☐ Trust
☐ City/County/University
☐ Other _____

9. Business Owner/Applicant
VALLEY Donna Food Mart Inc.

10. As indicated on the chart, enter the individuals that pertain to your business type:
(For additional space, use Form L-OIC)

Individual/Individual Owner	Limited Liability Company/All Officers or Managers
Partnership/All Partners	Joint Venture/Venturers
Limited Partnership/All General Partners	Trust/Trustee(s)
Corporation/All Officers	City, County, University/Official

Last Name	First Name	MI	Title
Ali	Khalid		Pres Sec.

MEASUREMENT INFORMATION
Section 109.31 et. seq.

11. Will your business be located within 300 feet of a church or public hospital? ◯ Yes (✓) No

NOTE: *For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.*

12. Will your business be located within 300 feet of any private/public school? ◯ Yes (✓) No

NOTE: *For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.*

NOTE: *If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.*

13. Will your business be located within 1,000 feet of a private school? ◯ Yes (✓) No

14. Will your business be located within 1,000 feet of a public school? ◯ Yes (✓) No

ALL APPLICANTS

15. CHECK HERE IF NOT IN CITY LIMITS ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

If Applicant Is/Must Sign

Individual/Individual Owner	Corporation/Officer
Partnership/Partner	Limited Liability Company/ Officer or Manager
Limited Partnership/General Partner	

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME Khalid Ali SIGN HERE _____

TITLE Pres.

Before me, the undersigned authority, on this 8th day of February, 20 17, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE Rebecca Regalado
NOTARY PUBLIC

SEAL

REBECCA REGALADO
Notary Public
STATE OF TEXAS
ID#2795238
My Comm. Exp. Jan. 31, 2021

CERTIFICATE OF CITY SECRETARY (FOR P, Q, BF & BQ)

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN HERE _____ _____, TEXAS
City Secretary/Clerk City

SEAL

CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought is in a **"wet"** area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN HERE _____ _____ COUNTY
County Clerk

SEAL

CERTIFICATE OF COUNTY CLERK (FOR BQ)

Section 11.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought as the place of business is in a **"wet"** area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

Most current election for given location was held for:

- ☐ legal sale of all alcoholic beverages for off-premise consumption
- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of mixed beverages
- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
- ☐ legal sale of wine on the premises of a holder of a winery permit
- ☐ legal sale of beer/wine (17%) on-premise or beer/wine off-premise ***AFTER*** Sept. 1,1999
- ☐ legal sale of beer/wine (14%) on-premise or beer/wine off-premise ***BEFORE*** Sept. 1,1999

SIGN HERE _____ _____ COUNTY

County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Sections 11.46(b) & 61.42(b)

This is to certify on this _____day of _____, 20 _____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ **Outlet Number** _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____ FIELD OFFICE _____

SEAL

PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)

Sections 11.39 & 61.38

Name of newspaper		**ATTACH PRINTED COPY OF THE NOTICE HERE**
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)		
Publisher or designee certifies attached notice was published in newspaper stated on dates shown.		
Signature of publisher or designee		
Sworn to and subscribed before me on this date		
Signature of Notary Public		
SEAL		

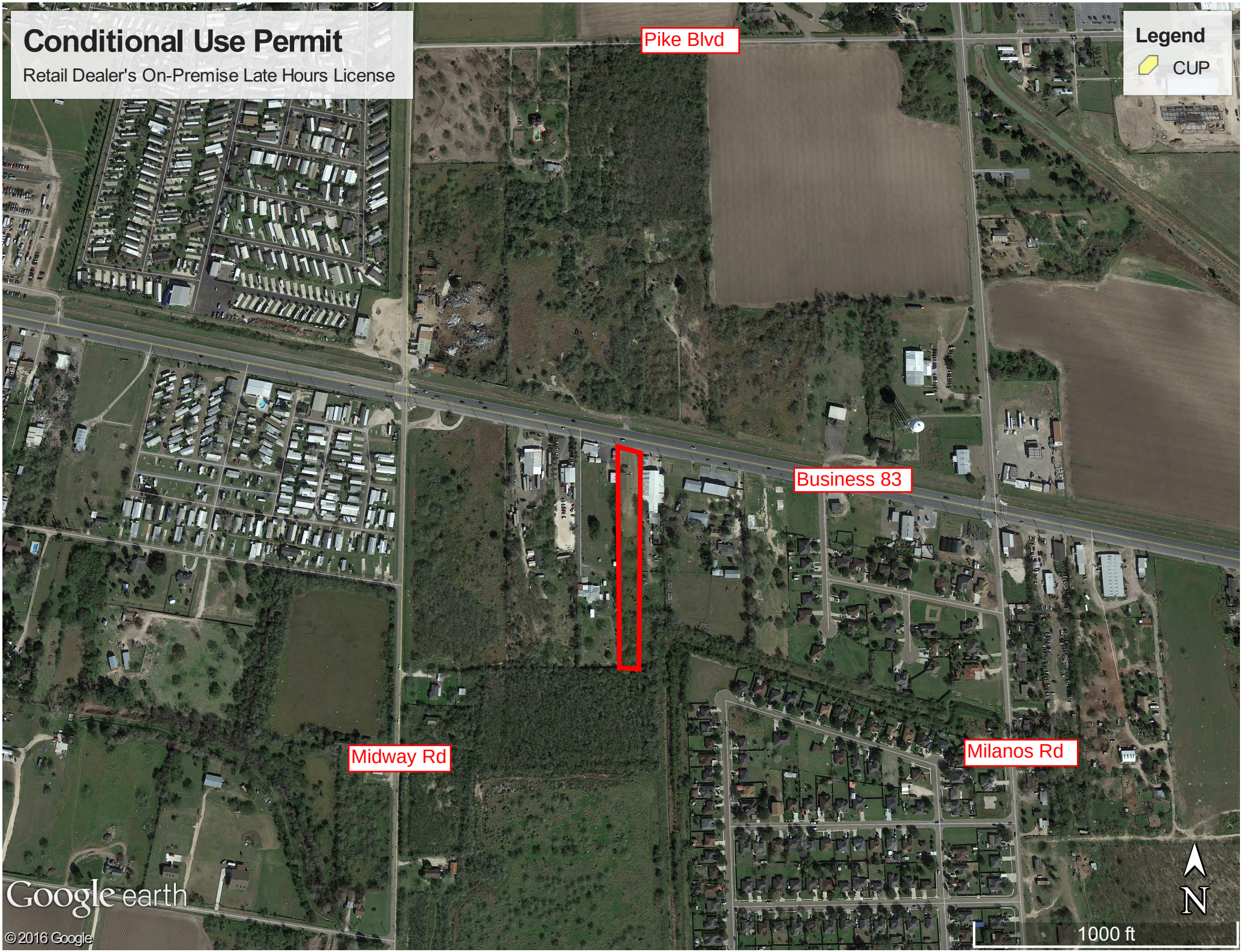
Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-829
From: Mardoqueo Hinojosa	
Subject: Discussion and consideration after public hearing on behalf of Robert W. McNabney to approve a Conditional Use Permit to obtain a Retail Dealer's On-Premises Late Hours License at 2901 W. Business 83, also being 1.77 acres Irrigation Tract S881.60'-E179.15' out of Farm Tract 626, West Tract Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning and Code Enforcement.) Attachment.	
Background: The applicant is requesting to obtain Conditional Use Permit to obtain a Retail Dealer's On-Premises Late Hours License. Fifteen (15) property owners within 200 feet of the applicant's property were notified by letter on February 17, 2017. Property received a Conditional Use Permit on March 2016. Late Hours are being added to this request.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Mayor's Signature Public Hearing	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on February 13, 2017.	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** Planning and Zoning Commission recommended approval on March 1, 2017.	
Martha Hernandez Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments:	
Staff Recommendation: Staff recommends approval with previous stipulation that 2 security officers be on duty during the hours of operation.	
Attachments, if any: Aerial, 2901 W Bus 83	

Responsibilities upon Approval:
Staff will notify applicant.


Conditional Use Permit
Retail Dealer's On-Premise Late Hours License
Pike Blvd
Legend
CUP
Business 83
Midway Rd
Milanos Rd
Google earth
© 2016 Google
N
1000 ft

APPLICATION FOR CONDITIONAL USE PERMIT

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. CUP17-00004

PROPOSED PROJECT

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

Lot _____ Block _____

Subdivision Name _____

Street Address 2901 W. BHWY 83

Existing Zoning _____ Existing Land Use _____

Purpose for the Conditional Use Permit Request Brews-N-Cues Sports Bar

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

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

APPLICANT

Name Robert W. McNabney Phone 956-373-2980

Address 3018 Wild Turkey Dr. Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: RWMcnabney@aol.com

OWNER

Name Alberto Robles Phone 956-447-0046

Address 1021 S. Missouri Fax: _____

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

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

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

Yes_____ No ✓

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

Signature _____ Date 2-8-17
Owner

Signature _____ Date 2-8-17
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By RD Payment Received By MA Date Paid 2/8/17

Notice of Public Hearing Sent to Property Owners Within 200' of Proposed Site — Date 2/17/17

P & Z Notice of Public Hearing Published in Newspaper — Date 2/13/17

City Commission Notice of Public Hearing Published in Newspaper — Date 2/13/17

Presented to P & Z Commission — Date 3/1/17
Approved _____ Disapproved _____ Tabled _____

Presented to City Commission — Date 3/7/17
Approved _____ Disapproved _____ Tabled _____

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

City of Weslaco TX
255 S KANSAS AVE

WESLACO, TX 78596
Telephone: 956-973-3123

Receipt No.: **970**
Receipt Date: **02/08/2017**

RECEIPT

RECORD & PAYER INFORMATION

Record ID:	CUP17-00004
Record Type:	Conditional Use
Property Address:	2901 W BUSINESS 83, WESLACO, TX 78596
Description of Work:	
Payer:	
Applicant:	ROBERT MCNABNEY 3018 WILD TURKEY DR WESLACO, TX 78596

PAYMENT DETAIL

Date	Payment Method	Reference	Cashier	Comments	Amount
02/08/2017	Credit Card		MARTHA.HERNANDEZ		$305.00

FEE DETAIL

Fee Description	Invoice #	Quantity	Fee Amount	Current Paid
Processing Fee - 235.10	781	1.00	$5.00	$5.00
Application Fee - 202.00	781	1.00	$300.00	$300.00
			$305.00	$305.00

CITY OF WESLACO LEGAL NOTICE THE WESLACO PLANNING AND

CITY OF WESLACO LEGAL NOTICE The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 1, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 7, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 S. Kansas Ave. to consider the following requests: Si desea informaciÃ³n en espaÃ±ol, llame al departamento de PlaneaciÃ³n de la Ciudad de Weslaco, (956) 447-3403. Valley Donna Food Mart Inc. is requesting a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 718 W. 6th St., also being Lots 14-17 and W1/2 Lot 18, Blk 4, Glendale Addition Subdivision, Weslaco, Hidalgo County, Texas. Robert W. McNabney. is requesting a Conditional Use Permit to obtain a Retail Dealer's On-Premises Late Hours License at 2901 W. Bus 83, also being 1.77 acres Irrigation Tract S881.60'-E179.15' out of Farm Tract 626, West Tract Subdivision, Weslaco, Hidalgo County, Texas. The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before March 1, 2017, for the Planning and Zoning Commission and on or before March 7, 2017 for City Commission. For additional information, contact the Planning Department at (956) 447-3403. /S/ MARDOQUEO HINOJOSA, P.E., CFM Planning Director/City Engineer

Click here to view the public notice as it appeared in print.

Appeared in: ***The Monitor*** on Monday, 02/13/2017

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City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

February 17, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 1, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, March 7, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 S. Kansas Ave. to consider the following requests:

CONDITIONAL USE PERMIT:

Robert W. McNabney. is requesting a Conditional Use Permit to obtain a Retail Dealer's On-Premises Late Hours License at 2901 W. Bus 83, also being 1.77 acres Irrigation Tract S881.60'-E179.15' out of Farm Tract 626, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

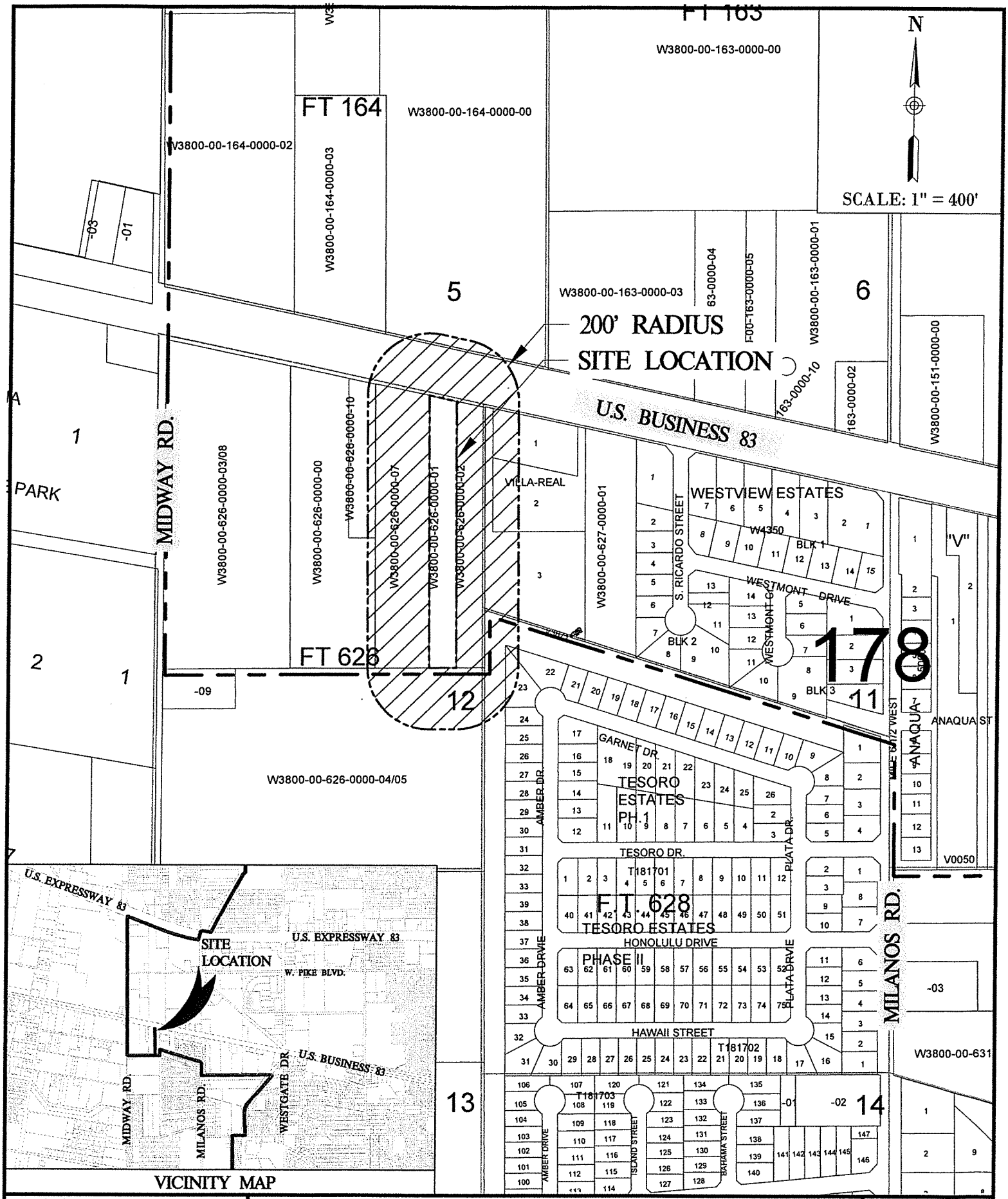
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

, PE

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

MH/mh



City of Weslaco

ROBERT W. McNABNEY
2901 W. BUSINESS 83
1.77 AC IRRIGATION TRACT S881.60'-E179.15' OF FT 626
WEST TRACT SUBDIVISION
CUP: ON-PREMISES LATE HOURS LICENSE

CITY ON THE GROW
CITY OF WESLACO

City of Weslaco Code Enforcement Dept.

FEB 15, 2017

ALCANTAR ANDRES 7219 N BARRERA ST MERCEDES TX 78570-5801	A0500-00-000-0001-00 ACRE TRACT LOT 1 FT 1077 1.065AC NET 510 10TH ST	L: 34506 B: 35642
LUPERCIO PATRICIO 402 CASANDRA ST WESLACO TX 78596-8510	T1817-01-001-0022-00 TESORO ESTATES PH 1 LOT 22 BLK 1	L: 33635 B: 0
LUPERCIO PATRICIO 402 CASANDRA ST WESLACO TX 78596-8510	T1817-01-001-0023-00 TESORO ESTATES PH 1 LOT 23 BLK 1	L: 35050 B: 0
SOTO SAMMY & SYLVIA 121 AMBER DR WESLACO TX 78596-8582	T1817-01-001-0024-00 TESORO ESTATES PH 1 LOT 24 BLK 1	L: 18309 B: 58984
LOPEZ HECTOR AGUIRRE 301 HECTOR DR ALAMO TX 78516	W3800-00-164-0000-00 WEST TRACT AN IRR TR E548.82'-FT 164 20.00 AC GR 19.69 AC NET 0 US BUS 83	L: 275660 B: 0
MENDEZ ALEX 2815 W BUSINESS 83 WESLACO TX 78596-9395	W3800-00-626-0000-00 WEST TRACT E6AC-W16AC-N23.09AC F T 626 EXC 1AC 5AC NET 2815 W BUS 83	L: 175000 B: 68430
RODRIGUEZ NOHEMI R 13923 CONNER PARK DR CYPRESS TX 77429	W3800-00-626-0000-01 WEST TRACT W1.77AC-AN IRR TR S88 1.60'-E179.15' FT 626 1.77AC NET 0	L: 120541 B: 81593
HERNANDEZ DAVID & IRMA 319 W MERIDA ST WESLACO TX 78599	W3800-00-626-0000-02 WEST TRACT E1.77AC-E3.55AC-E7.09 AC- N23.09AC FT 626 0	L: 120541 B: 171857
RALEIGH CECIL & LORENE PO BOX 24 WESLACO TX 78599	W3800-00-626-0000-04 WEST TRACT S16.05AC EXC 1.0AC-HS & EXC 0.75AC OF FT 626 13.62AC 0	L: 163440 B: 0
RALEIGH CECIL & LORENE PO BOX 24 WESLACO TX 78599	W3800-00-626-0000-05 WEST TRACT 1.0AC-S16.05AC FT 626 0	L: 20500 B: 970
BENAVIDEZ EUGENIO JR & VICTORIA PO BOX 8159 WESLACO TX 78599	W3800-00-626-0000-07 WEST TRACT BNG AN IRR TR N919.24 '-E175' 3.54AC GR 3.50AC NET 0	L: 12257 B: 111348
ONE WAY ROAD TO HEAVEN 1910 MILLER AVE DONNA TX 78537	W3800-00-626-0000-10 WEST TRACT AN IRR TR E88'-W712.1 0'-N513.91' FT 626 1.00AC GR 0.8 0	L: 54482 B: 231061

City of Weslaco Code Enforcement Dept.

FEB 15, 2017

VILLARREAL JOSE L & GRACIELA B 2801 W BUSINESS 83 WESLACO TX 78596	V3671-00-000-0001-00 VILLA-REAL LOT 1 2803 W BUS HWY 83	L: 67558 B: 289567
VILLARREAL JOSE L & GRACIELA B 2801 W BUSINESS 83 WESLACO TX 78596	V3671-00-000-0002-00 VILLA-REAL LOT 2 2801 W BUS HWY 83	L: 26816 B: 31078
VILLARREAL JOSE L & GRACIELA B 2801 W BUSINESS 83 WESLACO TX 78596	V3671-00-000-0003-00 VILLA-REAL LOT 3 0 W BUS HWY 83	L: 0 B: 3420

ON-PREMISE PREQUALIFICATION PACKET

L-ON
(01/2016)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. ***www.tabc.texas.gov/laws/code_and_rules.asp***

LOCATION INFORMATION

1. Application for: ☐ Original ☑ Add Late Hours Only License/Permit Number _____
   ☐ Reinstatement License/Permit Number _____
   ☐ Change of Licensed Location License/Permit Number _____

2. Type of On-Premise License/Permit

☐	BG Wine and Beer Retailer's Permit	☐	LB Mixed Beverage Late Hours Permit
☐	BE Beer Retail Dealer's On-Premise License	☐	MI Minibar Permit
☒	BL Retail Dealer's On-Premise Late Hours License	☐	CB Caterer's Permit
☐	BP Brewpub License	☐	FB Food and Beverage Certificate
☐	V Wine & Beer Retailer's Permit for Excursion Boats	☐	PE Beverage Cartage Permit
☐	Y Wine & Beer Retailer's Permit for Railway Dining Car	☐	RM Mixed Beverage Restaurant Permit with FB
☐	MB Mixed Beverage Permit		
☐	O Private Carrier's Permit – **For Brewpubs (BP) with a BG only**		

3. Indicate Primary Business at this Location

☐	Restaurant	☐	Sporting Arena, Civic Center, Hotel
☒	Bar	☐	Grocery/Market
☐	Sexually Oriented	☐	Miscellaneous _____

4. Trade Name of Location: Brews-N-Cues Sports Bar

5. Location Address: 2901 W. BHWY 83

City	County	State	Zip Code
Weslaco	Hidalgo	TX	78596

6. Mailing Address: PO Box 14

City	State	Zip Code
Weslaco	TX	78599

7. Business Phone No.	Alternate Phone No.	E-mail Address
(956) 373-2980	(956) 854-4465	Rwmcnabney@aol.com

OWNER INFORMATION

8. Type of Owner

☒	Individual	☐	Corporation	☐	City/County/University
☐	Partnership	☐	Limited Liability Company	☐	Other _____
☐	Limited Partnership	☐	Joint Venture		
☐	Limited Liability Partnership	☐	Trust		

9. Business Owner/Applicant: Robert W. McNabney

10. As indicated on the chart, enter the individuals that pertain to your business type:
(For additional space, use Form L-OIC)

☐ Individual/Individual Owner	☐ Limited Liability Company/All Officers or Managers
☐ Partnership/All Partners	☐ Joint Venture/Venturers
☐ Limited Partnership/All General Partners	☐ Trust/Trustee(s)
☐ Corporation/All Officers	☐ City, County, University/Official

Last Name	First Name	MI	Title
Mc Nabney	Robert	W.	Owner

MEASUREMENT INFORMATION
Section 109.31 et seq.

11. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

NOTE: *For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.*

12. Will your business be located within 300 feet of any private/public school, day care center or child care facility? ☐ Yes ☒ No

If **"YES,"** are the facilities located on different floors or stories of the building? ☐ Yes ☐ No

NOTE: *For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.*

NOTE: *For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.*

NOTE: *If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.*

13. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

14. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No

60-DAY SIGN

15. As required under Section 11.391 and 61.381, enter the exact date the 60-Day sign was posted at your location.	Exact Date (mm/dd/yyyy) / /

ALL APPLICANTS

16. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE ☐
I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:	WHO MUST SIGN:
Proprietorship	Individual Owner
Partnership	Partner
Corporation	Officer
Limited Partnership	General Partner
Limited Liability Partnership	General Partner
Limited Liability Company	Officer/Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT NAME Robert W. McNabney SIGN HERE

TITLE Owner

Before me, the undersigned authority, on this 8th day of July, 2017, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE Yolanda McRee NOTARY PUBLIC

SEAL — YOLANDA MCREE NOTARY PUBLIC STATE OF TEXAS ID# 3478150 EXPIRES 6-3-2020

CERTIFICATE OF CITY SECRETARY (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN HERE _____ City Secretary/Clerk _____ City, TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a **"wet"** area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise ***AFTER*** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per Section 25.14 or Section 69.17 of the TABC Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN HERE _____ City Secretary/Clerk _____ City, TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT (LB & BL)

Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20_____, that one of the below is correct:

☐ The governing body of this city has by ordinance authorized the sale of ***mixed beverages*** between midnight and 2:00 A.M.; or

☐ The governing body of this city has by ordinance authorized the sale of ***beer*** between midnight and _____ A.M.; or

☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or

☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN HERE _____, **TEXAS**

City Secretary/Clerk — City

S E A L

CERTIFICATE OF COUNTY CLERK (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought is in a **"wet"** area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN HERE _____ _____ **COUNTY**

County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20_____, that the location for which the license/permit is sought is in a **"wet"** area and is not prohibited by any valid order of the Commissioner's Court for a Wine & Beer Retailer's Permit.

Election for given location was held for:

☐ legal sale of all alcoholic beverages

☐ legal sale of all alcoholic beverages except mixed beverages

☐ legal sale of all alcoholic beverages including mixed beverages

☐ legal sale of beer/wine (17%) on-premise ***AFTER*** Sept. 1, 1999

☐ legal sale of beer/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

☐ legal sale of mixed beverages

OR

☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN HERE _____ _____ **COUNTY**

County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

Chapters 29 & 70 et seq

I hereby certify on this _____ day of _____, 20_____, that one of the below are correct:

☐ The Commissioner's Court of the county has by order authorized the sale of ***mixed beverages*** between midnight and 2:00 A.M.; or

☐ The Commissioner's Court of the county has by order authorized the sale of ***beer*** between midnight and _____ A.M.; or

☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or

☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN HERE _____ _____ **COUNTY**

County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Section 11.46 (b) & 61.42 (b)

This is to certify on this _____ day of _____, 20_____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____ **FIELD OFFICE** _____

SEAL

PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL, V & Y)

Section 11.39 and 61.38

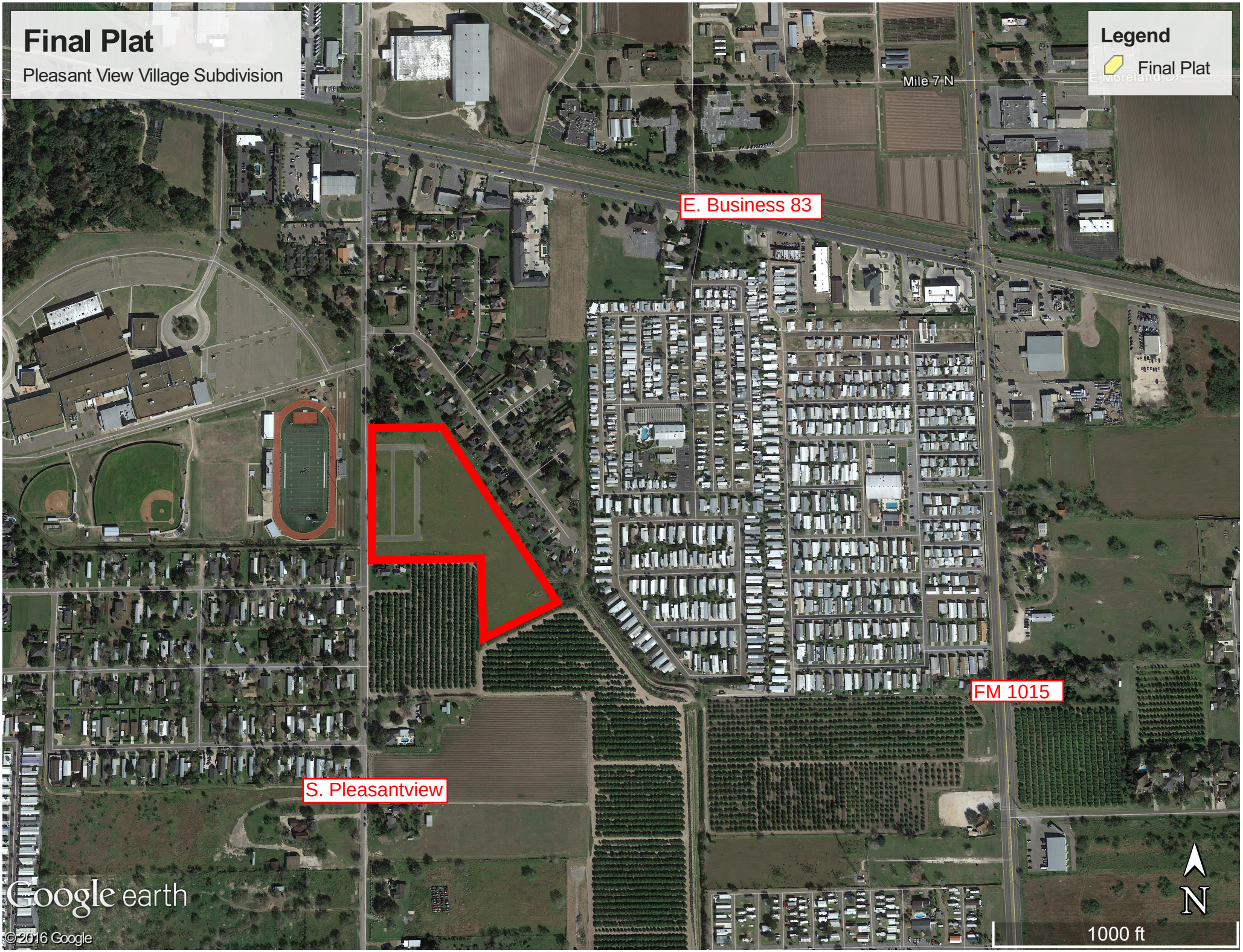
Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	/ /	
Publisher or designee certifies attached notice was published in newspaper stated on dates shown.		
Signature of publisher or designee		
Sworn to and subscribed before me on this date	/ /	
Signature of Notary Public		
SEAL		

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-830
From: Mardoqueo Hinojosa	
Subject: Discussion and consideration to approve the Final Plat for Pleasant View Village Subdivision, being a 8.55 acre tract of land out of Farm Tract 709, Block 136, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located along the East right-of-way of Pleasant Village Drive, and about 1250 feet South of the U.S. Business Highway 83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning and Code Enforcement.)	
Background: The proposed twenty-eight (28) lot subdivision is within the City of Weslaco city limits. This subdivision is being serviced with water by City of Weslaco through an 8" waterline and sewer through an 8" sanitary sewerline, which is currently under construction. The property is within a Flood Zone "X". A rear setback variance is being requested from owner to reduce from 25% to 10%.	
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)**:** Planning and Zoning Commission recommended approval on March 1, 2017 with approval of variance.		
Martha Hernandez Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Aerial, Subdivision Plat, Pleasant View Village		
Responsibilities upon Approval:		

Planning staff will advise applicant.


Final Plat
Pleasant View Village Subdivision
Legend
Final Plat
Mile 7 N
E. Business 83
FM 1015
S. Pleasantview
Google earth
©2016 Google
N
1000 ft

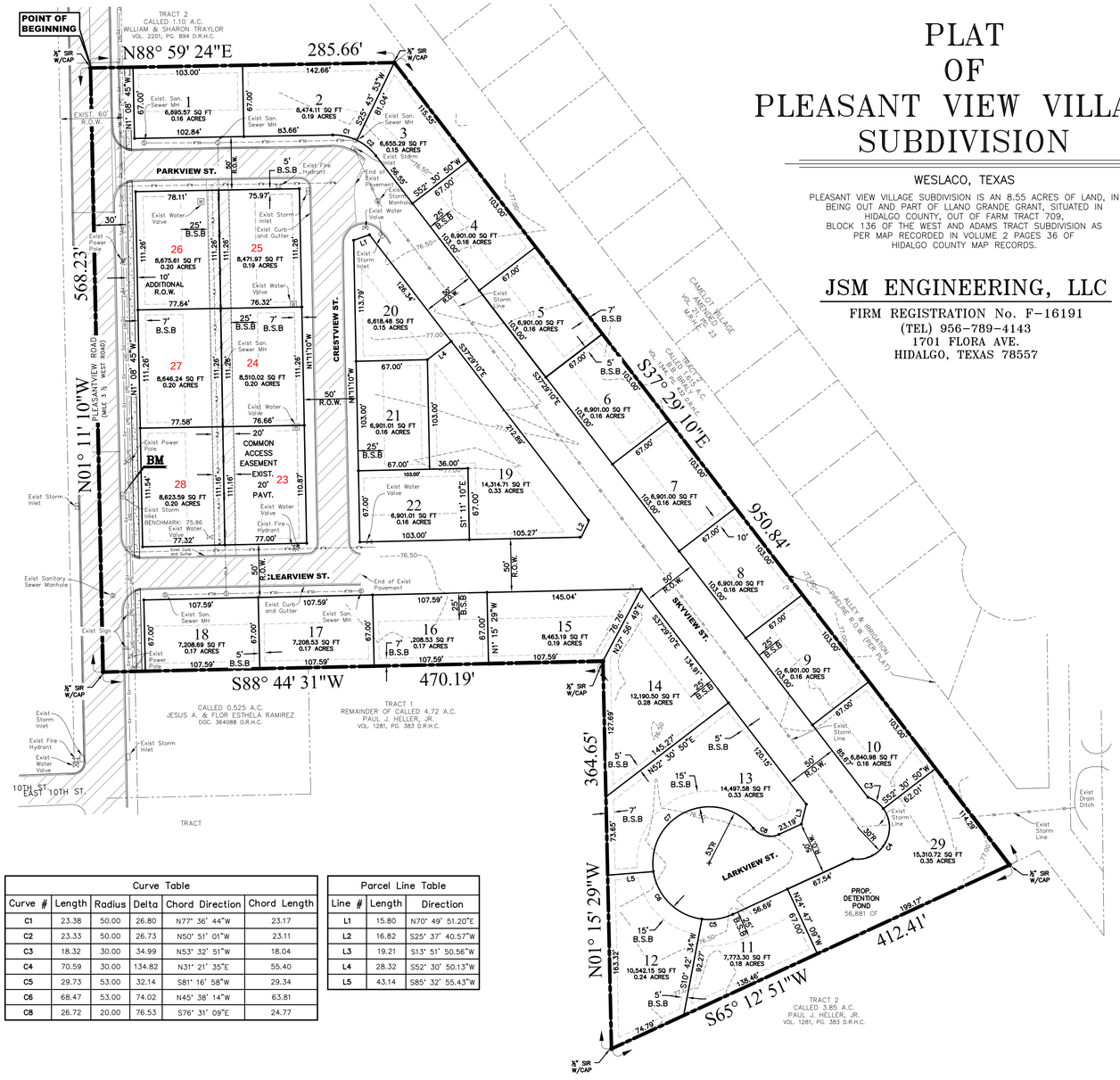
PLAT OF PLEASANT VIEW VILLAGE SUBDIVISION

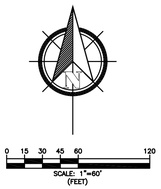
WESLACO, TEXAS

PLEASANT VIEW VILLAGE SUBDIVISION IS AN 8.55 ACRES OF LAND, IN BEING OUT AND PART OF LLANO GRANDE GRANT, SITUATED IN HIDALGO COUNTY, OUT OF FARM TRACT 709, BLOCK 136 OF THE WEST AND ADAMS TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2 PAGES 36 OF HIDALGO COUNTY MAP RECORDS.

JSM ENGINEERING, LLC

FIRM REGISTRATION No. F-16191
(TEL) 956-789-4143
1701 FLORA AVE.
HIDALGO, TEXAS 78557





BEARING BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM NAD 83 TEXAS SOUTH 4205

	–	EXISTING PAVEMENT
½" FIR	–	1/2-INCH FOUND IRON ROD
½" SIR	–	1/2-INCH SET IRON ROD
W/CAP	–	WITH CAP STAMPED "XXX"
M.R.H.C.T.	–	MAP RECORDS HIDALGO COUNTY, TEXAS
D.R.H.C.T.	–	DEED RECORDS. HIDALGO COUNTY. TEXAS
C.C.	–	COUNTY CLERK
S.F.	–	SQUARE FEET
U.E.	–	UTILITY EASEMENT
R.O.W.	–	RIGHT-OF-WAY
MH	–	MANHOLE
EXIST.	–	EXISTING
SAN.	–	SANITARY
BM	–	BENCHMARK
B.S.B.A.	–	BUILDING SET BACK

METES AND BOUNDS:

THE SOUTH 8.55 ACRES OF THE NORTH 9.92 ACRES OF FARM TRACT 709, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

ALL THAT PORTION OF FARM TRACT 709, OF THE WEST TRACT SUBDIVISION OF LLANO GRANDE GRAND OF LAND IN HIDALGO COUNTY, TEXAS; BEING THE NORTHERLY 9.92 ACRES OF SAID TRACT;

BEGINNING AT THE NORTHWEST CORNER OF FRACTIONAL LOT 7 IN BLOCK 136;

THENCE EASTERLY NORTH 88 DEGREES 59 MINUTES 24 SECONDS EAST, 285.66;

THENCE TO THE RIGHT SOUTH 37 DEGREES 29 MINUTES 10 SECONDS EAST, 950.84 FEET;

THENCE TO THE RIGHT SOUTH 65 DEGREES 12 MINUTES 51 SECONDS WEST, 412.41 FEET;

THENCE TO THE RIGHT NORTH 01 DEGREES 15 MINUTES 29 SECONDS WEST, 364.65 FEET;

THENCE TO THE LEFT SOUTH 88 DEGREES 44 MINUTES 31 SECONDS WEST, 470.19 FEET;

THENCE TO THE RIGHT NORTH 01 DEGREES 11 MINUTES 10 SECONDS WEST, 568.23 FEET AT A NORTHERLY DIRECTION TO A POINT ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT AND CONTAINING A CALCULATED AREA OF 8.55 ACRES OF LAND, MORE OR LESS,

EXISTING DATA

Total Area	8.550 ac
Existing Runoff Coefficient - "C"	0.20 Table 3.24 *
Overland Flow Length - "L"	500.00 ft
Overland Slope - "S"	0.10 %
Existing Time of Concentration - "T"	78 min. **
Intensity of Rainfall - "I"	2.69 **in/hr (10 year event)**
Existng - "Q"	*4.60 cfs*

DATA FOR PROPOSED IMPROVEMENTS

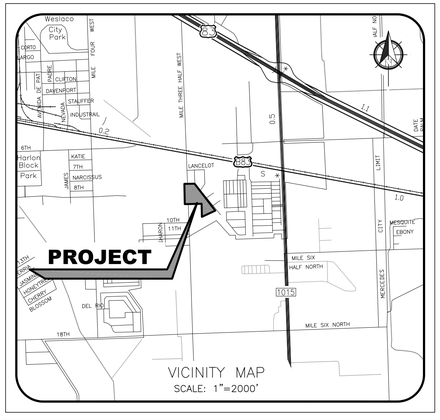
Proposed Runoff Coefficient - "C"	0.50 Rational Method Runoff Coefficients ***
Proposed Time of Concentration - "T"	10 min.
Proposed "I"	10.04 **in/hr (25 year event)**
Proposed - "Q"	*42.93 cfs*

Time		I	Q in	V in	Q out	V out	Req'd V	Req'd V
min	hr	in/hr	cfs	cf	cfs	cf	cf	ac-ft
10.00	0.17	10.04	42.93	25757	4.90	2759	22997	0.53
20.00	0.33	7.27	31.07	37285	4.90	4139	33146	0.76
30.00	0.50	5.79	24.76	44567	4.90	5518	39048	0.90
40.00	0.67	4.86	20.78	49873	4.90	6898	42975	0.99
50.00	0.83	4.21	18.02	54053	4.90	8278	45776	1.05
60.00	1.00	3.74	15.97	57510	4.90	9657	47853	1.10
70.00	1.17	3.37	14.40	60464	4.90	11037	49427	1.13
80.00	1.33	3.07	13.14	63048	4.90	12416	50632	1.16
90.00	1.50	2.83	12.10	65350	4.90	13796	51554	1.18
100.00	1.67	2.63	11.24	67429	4.90	15175	52253	1.20
110.00	1.83	2.46	10.50	69326	4.90	16555	52771	1.21
120.00	2.00	2.31	9.87	71074	4.90	17935	53139	1.22
130.00	2.17	2.18	9.32	72696	4.90	19314	53382	1.23
140.00	2.33	2.07	8.83	74211	4.90	20694	53517	1.23
150.00	**2.50**	**1.97**	**8.40**	**75632**	**4.90**	**22073**	**53559**	**1.23**
160.00	2.67	1.88	8.02	76973	4.90	23453	53520	1.23
170.00	2.83	1.79	7.67	78242	4.90	24833	53409	1.23
180.00	3.00	1.72	7.36	79447	4.90	26212	53235	1.22
190.00	3.17	1.65	7.07	80596	4.90	27592	53005	1.22
200.00	3.33	1.59	6.81	81694	4.90	28971	52723	1.21

$$Tc = \frac{1.8(1.1-C)\sqrt{L}}{S^{1/3}}$$

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	23.38	50.00	26.80	N77° 36' 44"W	23.17
C2	23.33	50.00	26.73	N50° 51' 01"W	23.11
C3	18.32	30.00	34.99	N53° 32' 51"W	18.04
C4	70.59	30.00	134.82	N31° 21' 35"E	55.40
C5	29.73	53.00	32.14	S81° 16' 58"W	29.34
C6	68.47	53.00	74.02	N45° 38' 14"W	63.81
C8	26.72	20.00	76.53	S76° 31' 09"E	24.77

Parcel Line Table		
Line #	Length	Direction
L1	15.80	N70° 49' 51.20"E
L2	16.82	S25° 37' 40.57"W
L3	19.21	S13° 51' 50.56"W
L4	28.32	S52° 30' 50.13"W
L5	43.14	S85° 32' 55.43"W



GENERAL NOTES:

1. THE SUBDIVIDER WILL COMPLY WITH THE REQUIREMENTS THAT:
   A. WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET OR EXCEED THE MINIMUM STATE STANDARDS.
   B. SEWER CONNECTIONS TO THE LOTS WILL MEET OR EXCEED MINIMUM STATE STANDARDS.
   C. GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET OR EXCEED MINIMUM STATE STANDARDS.
   D. ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS WILL MEET OR EXCEED MINIMUM STATE STANDARDS.
2. THIS PROPERTY IS LOCATED IN FLOOD ZONE X, ACCORDING TO THE FLOOD INSURANCE RATE MAP OF COMMUNITY NO. 480334, PANEL NO. 0450C, DATED JANUARY 6, 2000.
   ZONE "X"-AREAS OF 500 YEAR FLOOD, AREAS OF 100 YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE: AND AREAS PROTECTED BY LEVEES FROM 100 YEAR FLOOD.
   THIS INFORMATION WAS GRAPHICALLY SCALED AND WE ACCEPT NO RESPONSIBILITY FOR SUCH INFORMATION.
3. THIS SURVEY WAS PREPARED FROM INFORMATION CONTAINED IN A TITLE COMMITMENT BY TITLE RESOURCES GUANANTY CO. AND SECURITY LAND TITLE CO., GF. NO. 11820, DATED JUNE 14, 2006. THUS OTHER INTERESTS MY EXIST.
4. THE BEARINGS FOR THIS SURVEY ARE BASED OFF OF WESTERLY LINE OF VOLUME 1174, PAGE 991 OF THE DEED. RECORDS OF HIDALGO COUNTY, TEXAS.
5. BENCHMARK INFORMATION: TOP OF INLET APPROXIMATELY 86.00 FEET NORTH OF PLEASANTVIEW ROAD AND CLEARVIEW ST. INTERSECTION. ELEVATION = 75.86 FEET,
6. SEE LEGAL DESCRIPTION FOR A MORE PARTICULAR DESCRIPTION, BY SEPARATE DOCUMENTS MADE A PART HERETO.
7. SURVEYOR ONLY REVIEWED DOCUMENT SHOWN OF FACE OF THIS INSTRUMENT.
8. DEVELOPER WILL PROVIDE STREET LIGHTING ACCORDING TO CITY STANDARDS.

DRAINAGE NOTE:

DETENTION POND TO BE MAINTAINED BY OWNER.

9. MINIMUM BUILDING SETBACK LINES SHALL BE:
   FRONT : 25'
   SIDE SETBACK : 5'
   BACK SETBACK : 7'
10. OWNER IS RESPONSIBLE FOR 5' SIDEWALK ALONG PLEASANTVIEW ROAD. A 4' SIDEWALK IS REQUIRED ALONG THE FRONT OF ALL LOTS AND STREET SIDE OF CORNER LOTS TO BE CONSTRUCTED AT BUILDING PERMIT STAGE.
11. FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB LOCATED IN THE CENTER FRONT OF THE LOT.
12. ALL UTILITIES SHALL BE LOCATED WITHIN THE RIGHT-OF-WAY AND NO TREES SHALL BE PLANTED OVER UTILITY LINES.
13. NO BUILDING STRUCTURES PERMITTED OVER ANY EASEMENT AND NO FRONT UTILITY EASEMENT ARE TO BE FENCED.
14. THE ENGINEER OF RECORD HAS ESTIMATED FOR THIS SUBDIVISION PLAT THAT AN AREA OF 0.63 ACRE AND VOLUME OF 1.23 ACRE FEET.
15. DEVELOPER WILL PROVIDE STREET LIGHTING ACCORDING TO CITY STANDARDS.
16. CORNERS LOTS ALONG SKYVIEW TO HAVE 15 FOOT CORNER CLIPS UNLESS OTHERWISE NOTED.
17. LOTS 19 & 20 ENTRANCE TO BE FROM SKYVIEW STREET.
    LOT 21 ENTRANCE TO BE FROM CRESTVIEW STREET.
    LOT 22 ENTRANCE TO BE FROM CLEARVIEW STREET.
18. NO ACCESS TO LOTS 1, 18, 26, 27 & 28 THROUGH PLEASANTVIEW ROAD.
19. CITY WILL NOT ACCEPT THE STREETS IF HOME OWNER'S ASSOCIATION IS EVER DISSOLVED UNLESS THE STREETS ARE RETURNED TO ACCEPTABLE CITY STANDARDS.
20. OWNER SHALL PROVIDE EXTERIOR FENCE AROUND PERIMETER OF SUBDIVISION.

STATE OF TEXAS:
COUNTY OF HIDALGO:

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS THE "**PLEASANT VIEW VILLAGE SUBDIVISION**" SUBDIVISION TO THE CITY OF WESLACO, TEXAS, AND THOSE WHOSE NAME ARE SUBSCRIBED HERETO, DO HEREBY GRANT AN EASEMENT TO THE CITY OF WESLACO AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE SURFACE USE OF THE STREETS ALLEYS, COMMON AREAS AND UTILITY EASEMENTS THEREON SHOWN ARE RESTRICTED TO THE EMPLOYEES OR AGENTS OF SAID CITY OF WESLACO, EMPLOYEES OF THE UTILITIES COMPANIES UNDER FRANCHISE OF SAID CITY AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. OWNERSHIP AND MAINTENANCE OF ALL STREETS IMPROVEMENTS AND COMMON AREA(S) IN THIS SUBDIVISION SHALL BE PRIVATELY OWNED AND AS A GATED COMMUNITY SHALL BE MAINTAINED BY THE PLEASANT VIEW VILLAGE SUBDIVISION HOME OWNER'S ASSOCIATION.

ROBERTO SALVIA — DATE — MARCOS LUIS GUTIERREZ — DATE

3710 E. CANTON ROAD
EDINBURG, TEXAS 78539

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2016.

NOTARY PUBLIC

STATE OF TEXAS:
CITY OF WESLACO:

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED GIVEN UNDER MY HAND AND SEAL OF OFFICE. THIS THE _____ DAY OF _____ 2016.

CHAIRMAN, PLANNING COMMISSION

STATE OF TEXAS:
COUNTY OF HIDALGO:

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

BY, HIDALGO COUNTY DRAINAGE DISTRICT NO, 1

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

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

DATED THIS_____DAY OF _____ 2016.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID #9 RIGHT-OR-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GRATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No.9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No.9

STATE OF TEXAS:
CITY OF WESLACO:

I, THE UNDERSIGNED MAYOR OF THE CITY OF WESLACO. HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISIONS REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____DAY OF _____, 2006.

ATTESTED: SECRETARY, CITY OF WESLACO — MAYOR, CITY OF WESLACO

STATE OF TEXAS:
COUNTY OF RODRIGUEZ:

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

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE."

LEO L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS No. 2448

STATE OF TEXAS:
COUNTY OF HIDALGO:

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

JOSE G. REYES
LICENSED PROFESSIONAL ENGINEER P.E.
REGISTRATION No. 93827

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	ROBERTO SALVIA AND MARCOS LUIS GUTIERREZ	3710 E. CANTON ROAD	EDINBURG, TEXAS 78539	(956) 221-4400
ENGINEER:	JOSE G. REYES	1701 FLORA AVE.	HIDALGO, TEXAS 78557	(956) 789-4143
SURVEYOR:	LEO L. RODRIGUEZ, JR.	P.O. BOX 1630	EDINGBURG, TEXAS 78540	(956) 491-1013

SUBDIVISION PLATTING APPLICATION

RECEIVED
JAN 31 2017
Planning & Code Enforcement Dept.

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

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

FILE NO._____

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.

GENERAL INFORMATION

Name of Subdivision: PLEASANT VIEW VILLAGE

Location: EAST OF PLEASANT VIEW ROAD (MILE 3 1/2 WEST ROAD)

Legal Description: 8.55 ACRES OF LAND, IN BEING OUT AND PART OF LLANO GRANDE GRANT, SITUATED IN HIDALGO COUNTY, TEXAS

Is subdivision inside city limits? X YES _____ NO

If subdivision is in the ETJ, indicate? _____ 2 Mile _____ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: RZ

Existing Land Use: VACANT Proposed Land Use: DUPLEX & APARTMENTS

Number of Lots Proposed: 28 Gross Acreage: 8.55 ACRES

Title Report Submitted: _____ Yes X No

OWNER INFORMATION

Owner's Name: MARCOS LUIS GUTIERREZ & ROBERTO SALVIA Telephone: (956) 221-4400

Address: 3710 E. CANTOR ROAD Fax: _____

City: EDINBURG State: TX Zip: 78539 E-mail: _____

ENGINEER INFORMATION

Name: JSM ENGINEERING, LLC. Telephone: (956) 789-4143

Address: 1701 FLORA AVE Fax: _____

City: HIDALGO State: TX Zip: 78557 E-mail: jreyes7072@gmail.com

VARIANCE

Will proposed subdivision require a variance to the Code? ✓ YES _____ NO

Describe in detail the variance requested and reason why:

PART II CODE ORDINANCE CHAPTER 150 ZONING - SECTION 150.5 R-2 DUPLEX AND APARTMENT DISTRICT (3) C WITH REGARDS TO REAR YARD

UTILITY PROVISIONS

Will proposed subdivision connect to:

✓ YES ___ NO Water Provision: CITY OF WESLACO

✓ YES ___ NO Wastewater Provision: CITY OF WESLACO

✓ YES ___ NO Electric Company: _____

✓ YES ___ NO Phone Utility_____	___ YES ___ NO Gas Utility	___ YES ___ NO Cable Utility

Proposed subdivision is in the following districts:

✓ YES ___ NO Drainage District #1	___ YES ___ NO Irrigation District _____

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 SUBDIVISION REVIEW

_____ **Seven (7)** sets of preliminary plat **folded and stapled** (24 x 36) and forward a copy in PDF format to **mhinojosa@weslacotx.gov** & **rdelafuente@weslacotx.gov**
_____ **$50.00** Subdivision Review fee
_____ One 11" X 17" reduced copy of plat
_____ Plat Layout
- _____ Existing & Proposed Easements
- _____ Existing & Proposed ROW
- _____ Existing & Proposed Drainage Easements
- _____ Contours
- _____ Flood Zones
- _____ Adjoiners
- _____ Existing & Proposed street names

_____ Utility Layout
- _____ Existing & Proposed Utilities
- _____ Proposed Fire Hydrants
- _____ Adjoiners
- _____ Street names

_____ Drainage plans and calculations with engineer's seal
- _____ Elevations
- _____ Flood directional arrows
- _____ Detention areas
- _____ Street names

_____ Proof of ownership of the property
_____ If septic tank system required, submit soil evaluation report
_____ Water Rights associated with the property
_____ Tax Receipt for all taxing entities showing that taxes are paid in full
_____ Number of fire hydrants proposed for subdivision
_____ Trip Generation Worksheet

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

✓ **Twelve (12)** sets of plans **FOLDED & STAPLED** (24 x 36) **with all corrections done**

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

SUBMITTALS REQUIRED FOR FINAL (P & Z)

_____ **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

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

_____ 2% inspection fee

_____ Memo from engineering inspector releasing subdivision

_____ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development

_____ 30 Year Water and 30 Year Sewer Service Agreements

_____ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

_____ Sealed engineering cost estimates

_____ Letter of Credit/Performance Bond/Escrow

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: ROBERTO SALVIA

Owner Signature: _____ Date: 1/30/17.

JSM Engineering, LLC is the authorized agent

Authorized Agent Signature: _____ Date: JAN. 31. 2017

Authorized Agent Printed Name: JOSE G. REYES

CITY OF WESLACO
956-968-3181

REC#: 02220116 1/31/2017 12:36 PM
OPER: april TERM: 003
REF#: 0001

TRAN: 207.0000 SUBDIVISION APPLICAT
ROBERTO SALVIA
01 -400-1025
SUBDIVISION FEES 350.00CR

TENDERED: 350.00 CHECK
APPLIED: 350.00-

CHANGE: 0.00

JSM

CIVIL ENGINEERING

December 20, 2016

Mr. Mardoqueo Hinojosa, P.E.
City Engineer – Planning and Code Enforcement
255 S. Kansas Avenue
Weslaco, Texas 78596

RE: Variance Request – Rear Yard requirement for Pleasant View Village Subdivision.

Dear Mr. Hinojosa

As per City of Weslaco's, Part II Code of Ordinance Chapter 150 -Zoning -Section 150.5 R-2 Duplex and Apartment District (3) C., with regards to rear yard. The depth of the rear yard shall be at least 25 percent of the depth, but such depth need not be more than 25 feet. The proposed lots for Pleasant View Village Subdivision will not be meet the rear yard requirement of 25 percent of the depth. Instead, the Subdivision lots will be have a rear yard of 10.5 percent of the depth and would like to request a variance to the City of Weslaco's Code of Ordinance.

Should you have any questions or need additional information please feel free to call me at (956) 789-4143 or email at jreye7072@gmail.com

Sincerely;

Jose G. Reyes, P.E.
President
JSM Engineering, LLC

JSM ENGINEERING, LLC
1701 FLORA AVE
HIDALGO TEXAS 78557
TEL. 956-789-4143
FIRM REG No. F-16191

CITY OF WESLACO

PLANNING & CODE ENFORCEMENT DEPARTMENT

SUBDIVISION REVIEW MEETING

DATE: 12/16/2016

NAME OF SUBDIVISION: PLEASANT VIEW VILLAGE

SIGN IN SHEET

#	NAME	COMPANY	Phone/email
1	Rebekah dela Fuente	COW	447.3401
2	JOSE G. REYES	JGM ENGINEERING LLC	789.4143 / Jreyes1072@gmail.com
3	Rolando Garza	City of Weslaco	742-7000 / rogarza@cityofweslaco.tx.gov
4	Mike Swinney	Weslaco FMO	447-1990
5	Efrain Tafoya	City of Weslaco	956 447-3401
6	Marcelo Cosme	City of Weslaco	532-8342
7	Israel Guerra	City of Weslaco	447-3403
8	Mardoqueo Hinojosa	City of weslaco	447-3403
9			
10			
11			
12			
13			
14			

DRAINAGE STATEMENT
FOR

PLEASANT VIEW VILLAGE
SUBDIVISION

WESLACO, TEXAS

Prepared by

JSM ENGINEERING, LLC
CIVIL ENGINEERING
TBPE# F-16191

1701 Flora Ave
Hidalgo, Texas 78557
Ph: 956-789-4143

, P.E.

DEC 8.2016

DRAINAGE STATEMENT

Pleasant View Village Subdivision
City of Weslaco

December 5, 2016

I. PROJECT LOCATION

Pleasant View Village Subdivision is an 8.55 Acres of land, in being out and part of Llano Grande Grant, situated in Hidalgo County, out of Farm Tract 709, Block 136 of the West and Adams Tract Subdivision as per map recorded in Volume 2 Pages 36 of Hidalgo County Map Records. This property is within City limits of Weslaco City Limits.

II. FLOOD PLAIN

The property is located within one Flood Zone area. Zone "X", (shaded) which is described as "Areas of 500-year flood; areas of 100-year flood with average depths less than one (1) foot with drainage areas less than one square mile; and areas protected by levees from 100-year flood." F.I.R.M. community panel No. 480334 0450 C Dated: June 6, 2000. F.I.R.M's community-panel number 480334 0450 C Dated: June 6, 2000 has been revised by Letter of Map Revision (LOMR) dated May 30, 2002 (Attached).

III. SOIL CONDITIONS

The Soil survey of Hidalgo County indicates the subject property lies in two different soil units.

Raymondville - Urban land complex, slopes are mainly less than 0.5 percent but range from 0 to 1 percent. Typically, the surface layer is gray clay loam about 13 inches thick. The next layer, from 13 to 39 inches is light brownish gray clay loam. The layer extending from 39 to 65 inches is very pale brown clay loam. The soil is calcareous throughout. Although the Raymondville soil and Urban land are used for urban structures, their potential for this use is low. The main limitations are high shrink-swell potential, high corrosivity of the soil to uncoated steel, and slow permeability. Potential is medium for landscaping and gardening because of the high clay content of this soil and slow permeability. The soil is listed in Hydrologic Group D. (see excerpts from "Soil Survey of Hidalgo County, Texas).

Willacy - Urban land complex, 0 to 3 percent slopes. Typically, the surface layer is dark grayish brown fine sandy loam about 13 inches thick. The upper layer of the subsoil layer, from 13 to 38 inches, is brown sandy clay loam. The lower layer extending from 38 to 49 inches is pale brown sandy clay loam. The layer extending from 49 to 65

inches is very pale brown sandy clay loam. This soil is noncalcareous to a depth of 38 inches. Potential is high for urban uses. Potential is medium for landscaping and gardening. The soil is listed in Hydrologic Group B. (see excerpts from "Soil Survey of Hidalgo County, Texas).

IV. EXISTING CONDITION

The subject property is currently undeveloped and vacant. Existing runoff is by surface flow in the southerly direction. The site topography is irregular with elevations ranging from 0 to 1 feet in some areas. In accordance with the drainage policies of the City of Weslaco and County of Hidalgo, the Rationale Method, 10-year frequency storm event was utilized to determine the existing storm water runoff for this site. The total contributing 10-year existing storm water runoff from this site is approximately **4.60 cfs**, as per the attached calculations.

IV. PROPOSED CONDITION

The proposed conditions for this subject tract will consist of 29 Lots Residential Subdivision. Development in the form of impervious pavement and duplex residential buildings will increase the ultimate storm water runoff. A storm drainage conveyance system comprised of curb and gutter, roadway section, storm drainage pipe and detention ponds will capture and convey the storm water runoff offsite to the existing Hidalgo and Cameron Counties Water District #9 ditch located in the southeast of this property. In accordance with the City of Weslaco, the Rationale Method, 25-Year frequency storm event was utilized to determine the proposed storm water runoff from this site. The total contributing 25-Year developed storm water runoff from this site is approximately **8.404 cfs**.

The peak rate of runoff will not be increased during the 10-year frequency storm event due to the improvements in this subdivision. Therefore, as per attached calculations, **53,550.82 cubic-feet (1.22936 Ac.-Ft.)** of post-development run-off will be required to be detained within detention ponds. A drainage plan shall be approved by the City of Weslaco at the time of issuance of building permit.

By: _____ P.E. DEC. 8. 2016

Jose G. Reyes, P.E. Date

DRAINAGE CALCULATIONS (25-year)

PROJECT NAME: Pleasant View Village Subdivision

PROJECT LOCATION: S. Pleasant View Road

DATE: December 5, 2016

EXISTING CONDITION

Total Area

A= **372438.00 ft^2**

8.550 ac

Existing Runoff Coefficient (Weighted)

C_{ex} = **0.20**

Time of Concentration

$$T_c = \frac{L}{60V}$$ **78 min**

where:

L= **500 ft**

V= $Ku*k*S^{1/2}$ **0.107** **feet/second**

where:

Ku= 3.28

k= 0.103

Slope= **0.10 %**

Rainfall Intensity

$$I = \frac{b}{(Tc + d)^e}$$ **2.69 in/hr**

where:

IDF Coefficients for Hidalgo County (10-year)

b=	87
d=	9.2
e=	0.778

Q_{ex} = $(C_{ex})IA$ **4.600 cfs**

FUTURE CONDITION (25 Year)

Area

A= **372438.00 ft²**

8.550 ac

Time of Concentration

$T_c = \frac{L}{60V}$ **4 min** Grassed waterway

10 min (Minimum)

where:

L= **500 ft**

V= **2.000 feet/second**

Time of Concentration (Total - Developed)

T_c= **10 min**

Future Runoff Coefficient (Estimated)

C_{fut} **0.50**

IDF Coefficients for Hidalgo County (25-year)

b= 98

d= 9.2

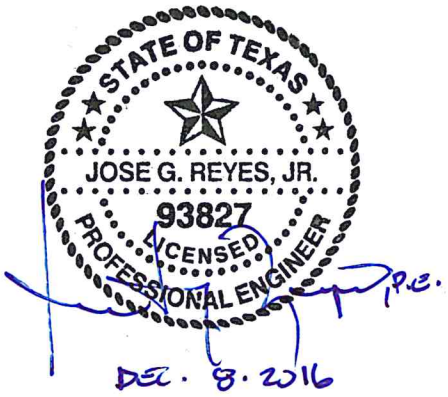
e= 0.771

Calculations for Vmax:

Dur	I	Qfut	Vfut	Qex	Vex	Vmax
80	3.073	13.135	63048.118	4.60	12420.76	50627.36
90	2.831	12.102	65349.979	4.60	13800.85	51549.13
100	2.629	11.238	67428.545	4.60	15180.93	52247.62
110	2.457	10.504	69326.159	4.60	16561.01	52765.14
120	2.309	9.871	71074.088	4.60	17941.1	53132.99
130	2.180	9.320	72696.072	4.60	19321.18	53374.89
140	2.067	8.835	74210.562	4.60	20701.27	53509.29
150	**1.966**	**8.404**	**75632.177**	**4.60**	**22081.35**	**53550.82**
160	1.876	8.018	76972.705	4.60	23461.44	53511.27
170	1.794	7.671	78241.788	4.60	24841.52	53400.27

Storage Required (25-yr) **53550.82 ft³** **1.229358 Ac-Ft**

w/ release rate of (10-yr) **4.60 ft³/s**



WEIGHTED RUNOFF COEFFICIENT, C

Total Area (S.F.) = **372438.00**

Pre-Development

Type of Drainage Area	Runoff Coefficient C	Area (S.F.)	% Area	Weighted "C"
Impervious	0.95	0.00	0.00	0.00
Pervious	0.20	372438.00	100.00	0.20
			100.00	**0.20**

Post-Development

Type of Drainage Area	Runoff Coefficient C	Area (S.F.)	% Area	Weighted "C"
Impervious	0.95	148975.20	40.00	0.38
Pervious	0.20	223462.80	60.00	0.12
			100.00	**0.50**

Pleasant View Village Subdivision

Drainage Area Calculations

EXISTING DATA

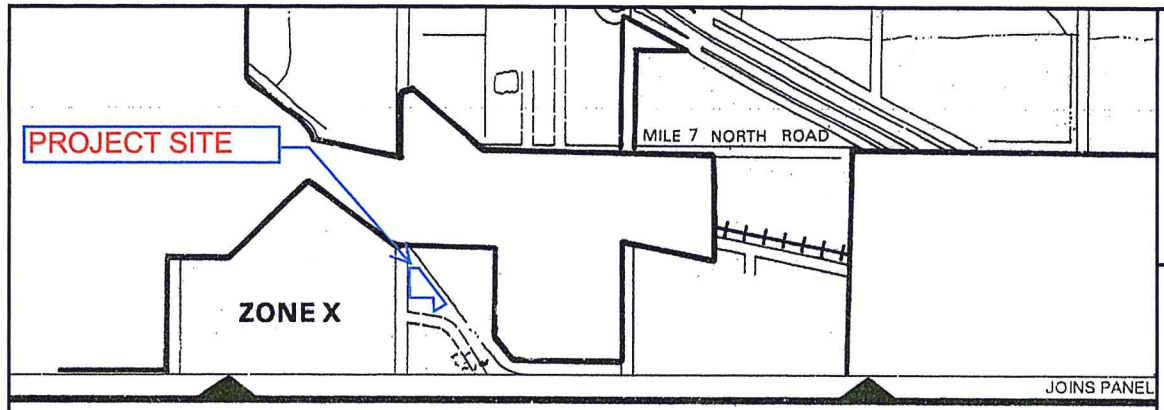
Total Area	8.550	ac
Existing Runoff Coefficient - "C"	0.20	Table 3.24 *
Overland Flow Length - "L"	500.00	ft
Overland Slope - "S"	0.10	%
Existing Time of Concentration - "T"	78	min. **
Intensity of Rainfall - "I"	2.69	**in/hr (10 year event)**
Existing - "Q"	*4.60*	*cfs*

DATA FOR PROPOSED IMPROVEMENTS

Proposed Runoff Coefficient - "C"	0.50	Rational Method Runoff Coefficients ***
Proposed Time of Concentration - "T"	10	min.
Proposed "I"	10.04	**in/hr (25 year event)**
Proposed - "Q"	*42.93*	*cfs*

Time		I	Q in	V in	Q out	V out	Req'd V	Req'd V
min	hr	in/hr	cfs	cf	cfs	cf	cf	ac-ft
10.00	0.17	10.04	42.93	25757	4.60	2759	22997	0.53
20.00	0.33	7.27	31.07	37285	4.60	4139	33146	0.76
30.00	0.50	5.79	24.76	44567	4.60	5518	39048	0.90
40.00	0.67	4.86	20.78	49873	4.60	6898	42975	0.99
50.00	0.83	4.21	18.02	54053	4.60	8278	45776	1.05
60.00	1.00	3.74	15.97	57510	4.60	9657	47853	1.10
70.00	1.17	3.37	14.40	60464	4.60	11037	49427	1.13
80.00	1.33	3.07	13.14	63048	4.60	12416	50632	1.16
90.00	1.50	2.83	12.10	65350	4.60	13796	51554	1.18
100.00	1.67	2.63	11.24	67429	4.60	15175	52253	1.20
110.00	1.83	2.46	10.50	69326	4.60	16555	52771	1.21
120.00	2.00	2.31	9.87	71074	4.60	17935	53139	1.22
130.00	2.17	2.18	9.32	72696	4.60	19314	53382	1.23
140.00	2.33	2.07	8.83	74211	4.60	20694	53517	1.23
150.00	**2.50**	**1.97**	**8.40**	**75632**	**4.60**	**22073**	**53559**	**1.23**
160.00	2.67	1.88	8.02	76973	4.60	23453	53520	1.23
170.00	2.83	1.79	7.67	78242	4.60	24833	53409	1.23
180.00	3.00	1.72	7.36	79447	4.60	26212	53235	1.22
190.00	3.17	1.65	7.07	80596	4.60	27592	53005	1.22
200.00	3.33	1.59	6.81	81694	4.60	28971	52723	1.21

$$Tc = \frac{1.8(1.1-C)\sqrt{L}}{S^{1/3}}$$



APPROXIMATE SCALE

2000 0 2000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS
(UNINCORPORATED AREAS)

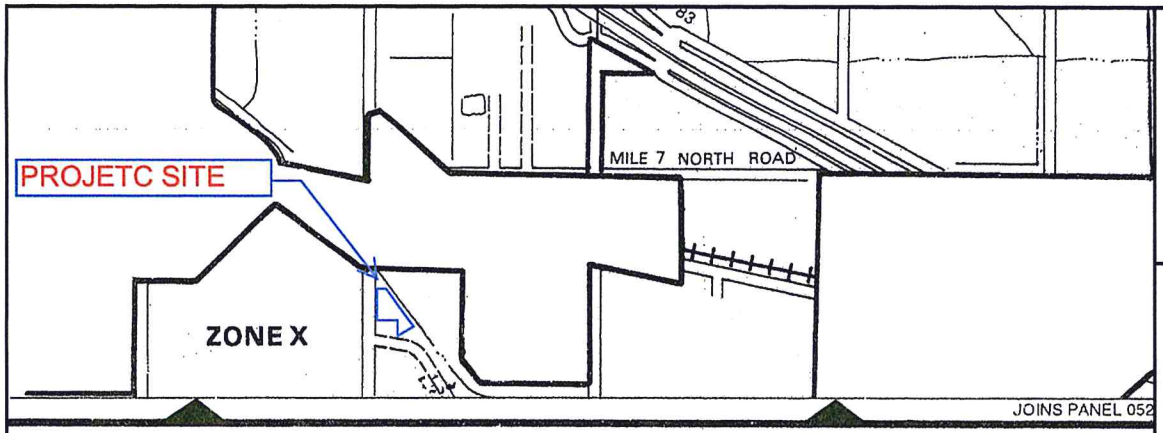
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
480334 0450 C

MAP REVISED:
JUNE 6, 2000

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



APPROXIMATE SCALE

2000 0 2000 FEET

LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

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

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

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

OTHER AREAS

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

UNDEVELOPED COASTAL BARRIERS†

Identified 1983 | Identified 1990 | Otherwise Protected Areas

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

- Floodplain Boundary
- Floodway Boundary
- Zone D Boundary
- Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones.
- 513 — Base Flood Elevation Line; Elevation in Feet*
- D — D — Cross Section Line
- (EL 987) — Base Flood Elevation in Feet Where Uniform Within Zone*
- BM 7 — Elevation Reference Mark

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Federal Emergency Management Agency

Washington, D.C. 20472

MAY 30 2002

CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
Case Number: 02-06-715P

The Honorable Jose E. Pulido
County Judge, Hidalgo County
100 E. Cano St.
Edinburg, TX 78539

Community Name: Hidalgo County, Texas (Unincorporated Areas)
Community Number: 480334
Panel Affected: 480334 0450 C
Effective Date of This Revision: MAY 30 2002
102-I-A-C

Dear Judge Pulido:

The Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) for Hidalgo County, Texas (Unincorporated Areas) have been revised by this Letter of Map Revision (LOMR) to reflect revised hydrologic and hydraulic analyses for a portion of East Lateral Drain. The subject area is located along East Lateral Drain from approximately 2,650 feet downstream of Mile 2 West Road to approximately 25,500 feet upstream of Mile 2 West Road. This revision was initiated by [redacted] Floodplain Administrator, Hidalgo County, in a letter dated January 14,2002.

We received hydrologic and hydraulic analyses, floodplain mapping, an annotated FIRM representing the revised conditions, and all applicable forms/certifications, prepared by [redacted] Chief Engineer, of J.F. Thompson, Inc., in support of this revision.

We received all of the data required to perform a technical review of the LOMR request as of April 29,2002.

Because this revision was initiated to improve upon data shown on the effective FIRM, fees were not required for the review of this LOMR.

Based on our review of the submitted data, we are issuing this LOMR to reflect revised hydrologic and hydraulic analyses for a portion of East Lateral Drain. This LOMR revises the 1% annual chance (100-year) water surface elevations (WSELs), the 1% and 0.2% (500-year) annual chance floodplains, and floodway along East Lateral Drain, as shown on the enclosed annotated portions of the FIRM panel. There are no increases in the 1% annual chance WSELs and a maximum decrease of 6.41 feet occurs approximately 18,925 feet upstream of Mile 2 West Road. There are no increases in the 1% annual chance floodplain and a maximum decrease of 11,390 feet occurs approximately 18,060 feet upstream of Mile 2 West Road. The revised 1% annual chance floodplain is designated as Zone AE with Base (1% annual chance) Flood Elevations (BFEs) determined without a designated floodway, and replaces the effective

1% annual chance floodplain designated as Zone AE with BFEs and a designated floodway. In addition, the area which is designated as a detailed studied Zone AE for the effective FIRM and FIS have been extended to include the area from approximately 19,500 feet upstream of Mile 2 West Road to approximately 25,500 feet upstream of Mile 2 West Road. The maps accompanying this LOMR reflect the removal of the designated floodway and the extension of detailed studied area for FIRM number 480334, panel 0450 C, along East Lateral Drain.

We have enclosed a copy of the public notification of the revised BFEs, which will be published in *The Monitor* on or about June 20,2002, and June 27,2002. In addition, we will publish a notice of changes in the *Federal Register.* However, we will not print and distribute this LOMR to users, such as insurance agents or lenders. Your community will serve as a repository for the new data. Therefore, we encourage you to supplement the notification to appear in *The Monitor* by preparing a news release for publication in your community newspaper that describes the revision and explains how your community will provide data and help interpret the National Flood Insurance Program (NFIP) maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

Within 90 days of the second publication in *The Monitor,* any interested party may request that we reconsider this determination. *Any* request for reconsideration must be based on scientific or technical data. This revision is effective as of the date of this letter. However, until the 90-day period elapses, the revised BFEs presented in this LOMR may be changed.

We based this determination on the 1% annual chance discharges computed in the revised hydrologic model. Future development of projects upstream could cause increased discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on discharges and, therefore, could establish greater flood hazards in this area.

This LOMR is based on minimum floodplain management criteria established under the NFIP. Your community is responsible for approving all floodplain development and for ensuring all necessary permits required by Federal or State law have been received. State, county, and community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction in the Special Flood Hazard Area. If the State, county, or community has adopted more restrictive or comprehensive floodplain management criteria, these criteria take precedence over the minimum NFIP criteria.

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

Use the map panel listed above and revised by this letter for flood insurance policies and renewals issued in your community.

We have enclosed an updated version of a document titled *List of Current Flood Insurance Study Data,* which includes this letter, to help your community maintain all information for floodplain management and flood insurance. If any of the items in this document are not filed in your community's map repository, please contact the Federal Emergency Management Agency (FEMA) Map Assistance Center at the telephone number listed below for information on how to obtain those items.

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management ordinances that meet or exceed minimum NFIP criteria. These criteria, including adoption of the FIS and FIRM, and modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State or local requirements to which the regulations apply.

If you have any questions regarding this LOMR, please contact the FEMA Map Assistance Center, toll free, at 1-877-FEMA MAP (1-877-336-2627).

Sincerely,

Lloyd A. Hake

Lloyd A. Hake, Project Engineer
Hazards Study Branch
Federal Insurance and
Mitigation Administration

For: Matthew B. Miller, P.E., Chief
Hazards Study Branch
Federal Insurance and
Mitigation Administration

Enclosures

cc: Floodplain Administrator, Hidalgo County
Chief Engineer, J.F. Thompson, Inc.
Community Map Repository, Hidalgo County

LIST OF CURRENT FLOOD INSURANCE STUDY DATA

This list is provided to document all information currently effective for your community for insurance and floodplain management.

Date: MAY 30 2002

Community: Hidalgo County, Texas (Unincorporated Areas)

Community Number: 480334

Page Number: 1 of 2

CURRENT EFFECTIVE FLOOD INSURANCE STUDY DATE:

FLOOD INSURANCE RATE MAP

Map Index	Effective Date
480334IND0	June 6,2000
Panel Numbers	**Effective Date**
0025 B, *0050* B, 0075 B, 0100 B, 0125 B, 0150 B, 0175 B, 0200 B, 0225 B, 0250 B, 0275 B, 0375 B, 0475 B, *0500* B, and 0525 B	January 2, 1981
0400 C and 0425 C	November 16,1982
0290 D, 0295 D, 0300 D, 0325 D, *0350 C,* and 0450 C	June 6,2000

LETTERS OF MAP REVISION

Panel Numbers	Effective Date
0325 D	May 17,2001
0350 C	May 17,2001
0375 B	September 21, 1998
0400 C	January 31,2001
0450 C	MAY 30 2002

LETTERS OF MAP AMENDMENT AND MAP REVISION BASED ON FILL

Panel Numbers	Effective Date
0200 B	November 13,1996
0275 B	February 21,2001
0290 D	October 25,2000 December 20,2000 January 17,2001 February 21,2001 March 7,2001 January 11,2002 April 12,2002
0295 D	December 20,2000 January 17,2001 March 7, 2001 September 19,2001
0325 D	May 15,2001 May 17,2001 August 3,2001 March 15,2002 April 17,2002
0350 C	April 18,2001
0400 C	April 15,1998
0425 C	November 2,1998 March 23,1999 December 14, 1999 December 20,1999 April 12,2000
0450 C	August 9,2000

BEST AVAILABLE DATA LETTERS

None

CHANGES ARE MADE IN DETERMINATIONS OF BASE FLOOD ELEVATIONS FOR THE HIDALGO COUNTY, TEXAS (UNINCORPORATED AREAS), UNDER THE NATIONAL FLOOD INSURANCE PROGRAM

On June 6,2000, the Federal Emergency Management Agency identified Special Flood Hazard Areas (SFHAs) in the unincorporated areas of Hidalgo County, Texas, through issuance of a Flood Insurance Rate Map (FIRM). The Federal Insurance and Mitigation Administration has determined that modification of the elevations of the flood having a 1% chance of being equaled or exceeded in any given year (base or 100-year flood) for certain locations in this community is appropriate. The modified Base Flood Elevations (BFEs) revise the FIRM for the community.

The changes are being made pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65.

A hydraulic analysis was performed to incorporate revised hydrologic and hydraulic analyses and has resulted in the removal of the floodway delineation, a reduction in SFHA, and lower BFEs for East Lateral Drain. The table below indicates existing and modified BFEs for selected locations along the affected lengths of the flooding source cited above.

Location	Existing BFE (feet)*	Modified BFE (feet)*
Approximately 2,650 feet downstream of Mile 2 West Road	60	59
Approximately 25,500 feet upstream of Mile 2 West Road	None	64

*National Geodetic Vertical Datum, rounded to nearest whole foot

Under the above-mentioned Acts of 1968 and 1973, the Federal Insurance and Mitigation Administration must develop criteria for floodplain management. For the community to participate in the National Flood Insurance Program (NFIP), the community must use the modified BFEs to administer the floodplain management measures of the NFIP. These modified BFEs will also be used to calculate the appropriate flood insurance premium rates for new buildings and their contents and for the second layer of insurance on existing buildings and contents.

Upon the second publication of notice of these changes in this newspaper, any person has 90 days in which he or she can request, through the Chief Executive Officer of the community, that the Federal Insurance and Mitigation Administration reconsider the determination. Any request for reconsideration must be based on knowledge of changed conditions or new scientific or technical

data. All interested parties are on notice that until the 90-day period elapses, the Federal Insurance and Mitigation Administration 's determination to modify the BFEs may itself be changed.

Any person having knowledge or wishing to comment on these changes should immediately notify:

The Honorable Jose E. Pulido
County Judge, Hidalgo County
100 E. Cano St.
Edinburg, TX **78539**

REGION VI
TEXAS
HIDALGO
COUNTY
02-06-715P

ELEVATION REFERENCE MARKS

REFERENCE MARK	ELEVATION (FT. NGVD)	DESCRIPTION OF LOCATION
RM1-450	67.42	A cotton pin spindle in a power pole on the southeast corner of the intersection of Mile 15-1/2 North and Base Line Road.
RM2-450	68.61	A cotton pin spindle in a power pole on the northwest corner of the intersection of Mile 15 North Road and Mile 2 East Road.
RM3-450	66.00	A disk stamped "7887 1942" set in the top of a concrete post, 2.8 miles northwest along the Southern Pacific Railroad from Santa Rosa Station, 14 feet west of milepost 982.
RM4-450	60.33	A disk stamped "A686 1942" on the east headwall of a concrete irrigation ditch culvert, on Base Line Road (Farm Market 491), 8.6 miles north of U.S. 83 at Mercedes.
RM5-450	57.36	A square cut into a concrete irrigation structure 138 ft. west of centerline of Mile 1 east 0.5 miles west of Mile 14-1/2 North Road.
RM6-450	53.28	A cotton pin spindle in a power pole on the northeastcorner of the intersection of State Highway 107 and Farm Market 1425.
RM7-450	59.82	Ironrod set approximately 26 feet west of southwest corner of bridge at Mile 2 West Road and East Lateral Drain.
RM8-450	59.83	Iron rod set approximately 3 feet north and east of northeast corner of bridge at Mile 13-1/2 North Road and East Lateral Drain.
RM9-450	63.46	A cotton pin spindle in a power pole on the southeast corner of the intersection of Mile 12 North Road and a road leading north, 0.26 mile east of Base Line Road (Farm Market 491).
RM10-450	63.11	Iron rod set approximately 1987 feet south of Mile 12 Road and approximately 2 feet west of East Lateral Drain.
RM11-450	61.73	Iron rod set approximately 8.2 feet north of northwest corner of cip-rap at Mile 3 West Road and East Lateral Drain.
RM12-450	62.22	Ironrod set approximately 36.4 feet north of north edge of pavement and approximately 6.3 feet east of guardrail at Mile 11 North Road and East Lateral Drain.
RM13-450	66.34	A cotton pin spindle in a power pole on the north side of Mile 10 North Road, 0.6 mile west of Mile 1 East Road.
RM14-450	62.73	Cotton pin spindle in a power pole on the northeast corner of the intersection of Farm Market 1481 (Base Line Road) and Mile 9 North Road.
RM15-450	60.91	A cotton pin spindle is a power pole on the east side of Mile 1/2 East Road, 1.8 miles north of U.S. Expressway 83 in Mercedes.

LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

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

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

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

OTHER AREAS

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

UNDEVELOPED COASTAL BARRIERS

Identified 1983 · Identified 1990 · Otherwise Protected Area

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

- Floodplain Boundary
- Floodway Boundary
- Zone D Boundary
- Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones.
- 513 — Base Flood Elevation line; Elevation in Feet*
- (EL. 987) — Cross Section Line; Base Flood Elevation in Feet Where Uniform Within Zone *
- RM 7 — Elevation Bench Mark (See notes below)
- M1.5 — River Mile

*Referenced to the National Geodetic Vertical Datum of 1929

NOTES

This map is for use in administering the National Flood Insurance Program; it does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size, or all planimetric features outside Special Flood Hazard Areas. The community map repository should be consulted for more detailed data on BFEs, and for any information on floodway delineations, prior to use of this map for property purchase or construction purposes.

Areas of Special Flood Hazard (100-year flood) include Zones A, AE, A1-A30, AH, AO, A99, V, VE and V1-V30.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the Federal Emergency Management Agency.

Floodway widths in some areas may be too narrow to show to scale. Refer to Floodway Data Table where floodway width is shown at 1/20 inch.

Coastal base flood elevations apply only landward of 0.0 NGVD, and include the effects of wave action; these elevations may also differ significantly from those developed by the National Weather Service for hurricane evacuation planning.

Corporate limits shown are current as of the date of this map. The user should contact appropriate community officials to determine if corporate limits have changed subsequent to the issuance of this map.

For adjoining panels, see separately printed Map Index.

MAP REPOSITORY
City of Edinburg
1304 South 25th Street
Edinburg, Texas 78540
(Maps available for reference only, not for distribution.)

INITIAL IDENTIFICATION
MAY 23,1978

FLOOD HAZARD BOUNDARY MAP REVISIONS:

FLOOD INSURANCE RATE MAP EFFECTIVE:
JANUARY 2,1981

FLOOD INSURANCE RATE MAP REVISIONS:
NOVEMBER 16,1982

Map revised June 6,2000 to update corporate limits, to add base flood elevations, to add roads and road names, to incorporate previously issued letters of map revision, and to incorporate previously issued letters of map amendment.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6620.

SCALE 1" = 2000'

2000 0 2000 Feet

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0450 C

FIRM
FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS (UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
480334 0450 C
MAP REVISED:
JUNE 6, 2000

REVISED TO REFLECT LOMR DATED JAN 8 2002

Federal Emergency Management Agency

REVISED AREA

Table 1. Summary of Discharges

Flooding Source and Location	Drainage Area (Square Miles)	Peak Discharges (cfs) 10-Year	50-Year	100-Year	500-Year
East Lateral Drain					
At outfall to IBWC floodway	30.53	413	975	1360	2547
At Mile 2 West Road	24.94	322	1128	1476	2445
At elevated canal crossing	13.96	195	606	720	934
At Mile 11 North Road	7.36	152	576	847	1743
North Main Drain					
At downstream Junction of North and South Main Drains	318.10	653	2,565	4,001	10,034
At Doolittle Road	288.78	554	2,258	3,818	10,010
At Ingle Road	277.30	555	2,215	3,804	9,926
At Seminary Road	264.72	527	2,355	4,178	10,347
At FM 1925	208.28	484	1,985	3,435	8,788
At upstream junction of North and South Main Drains	105.61	158	1,051	1,858	4,804
West Main Drain					
At junction of West Main Canal and Mission-McAllen Lateral	92.88	1,081	3,336	4,809	7,700
At confluence of United Irrigation Canal	28.22	148	727	1,128	2,072
At Brushliner Road	18.40	85	468	731	1,346

REVISED TO
REFLECT LOMR
DATED MAY 30 2002

FEDERALEMERGENCYMANAGEMENTAGENCY

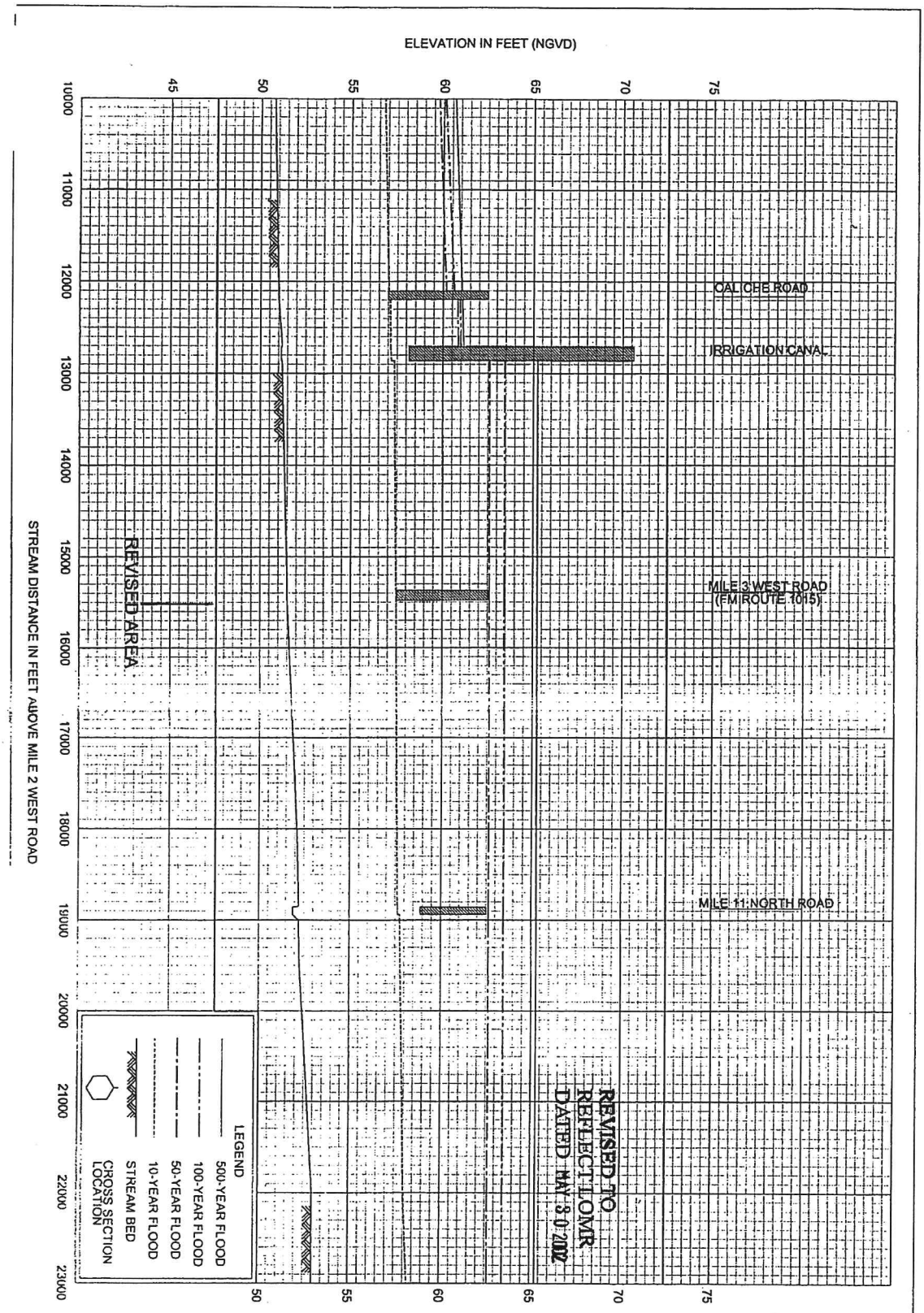
HIDLAGO COUNTY, TX

(UNINCORPORATED AREAS)

FLOOD PROFILES

EAST LATERAL DRAIN

02P



FEDERALEMERGENCYMANAGEMENTAGENCY

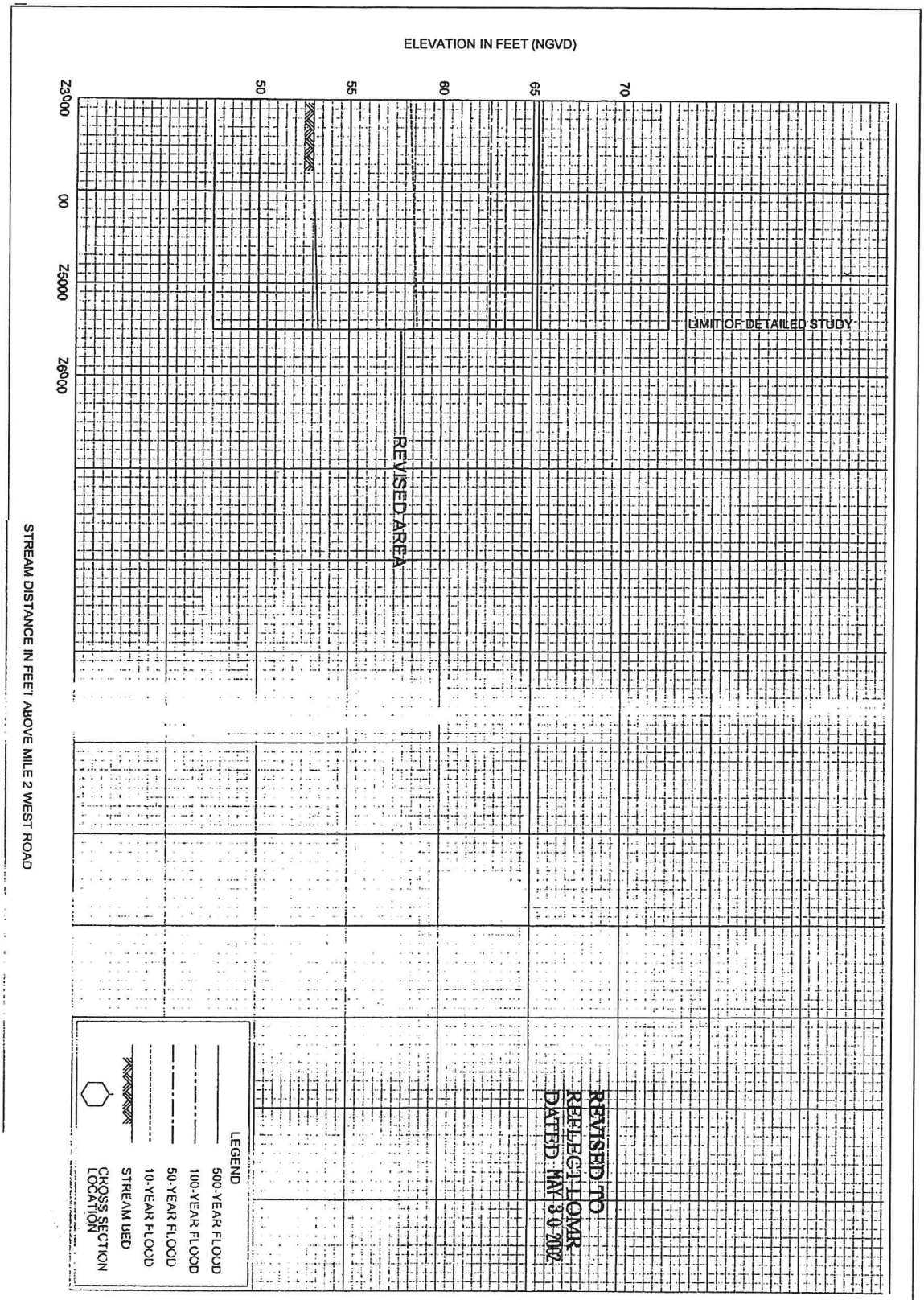
HIDLAGO COUNTY, TX

(UNINCORPORATED AREAS)

03P

FLOOD PROFILES

EAST LATERAL DRAIN



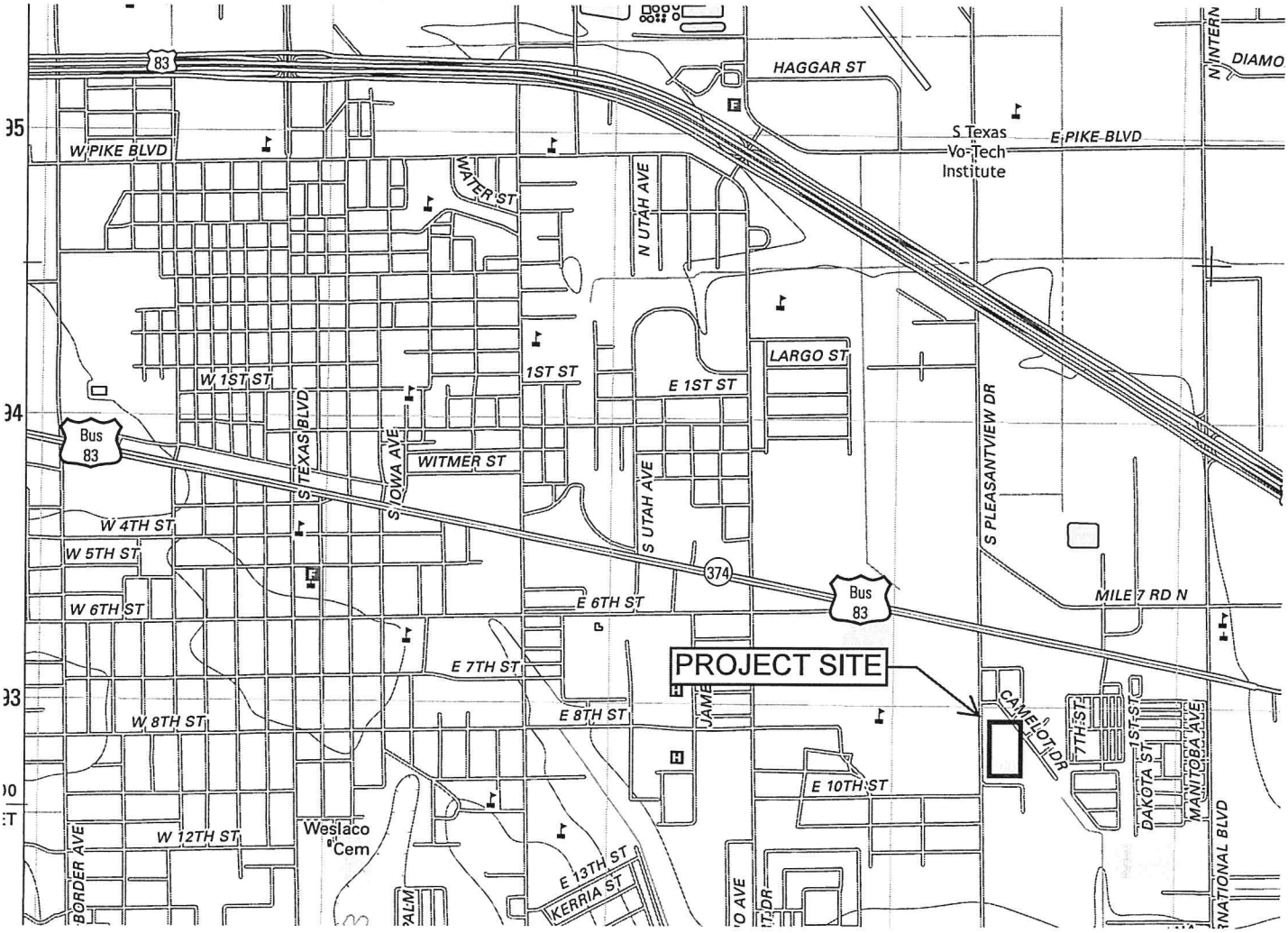
FEDERAL EMERGENCY MANAGEMENT AGENCY

HIDLAGO COUNTY, TX

(UNINCORPORATED AREAS)

FLOOD PROFILES

EAST LATERAL DRAIN


83
HAGGAR ST
N INTERN
DIAMO
W PIKE BLVD
WATER ST
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S Texas
Vo-Tech
Institute
E PIKE BLVD
LARGO ST
W 1ST ST
1ST ST
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S PLEASANTVIEW DR
Bus
83
S TEXAS BLVD
S IOWA AVE
WITMER ST
S UTAH AVE
W 4TH ST
W 5TH ST
374
Bus
83
MILE 7 RD N
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E 6TH ST
PROJECT SITE
E 7TH ST
W 8TH ST
E 8TH ST
CAMELOT DR
7TH ST
1ST ST
DAKOTA ST
MANITOBA AVE
E 10TH ST
W 12TH ST
Weslaco
Cem
BORDER AVE
E 13TH ST
KERRIA ST
NATIONAL BLVD

Soil Map—Hidalgo County, Texas

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other

Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 12, Sep 22, 2015

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

Date(s) aerial images were photographed: Dec 10, 2010—Jan 25, 2011

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

Map Unit Legend

Hidalgo County, Texas (TX215)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	6.0	77.9%
70	Willacy fine sandy loam, 0 to 1 percent slopes	0.4	5.5%
71	Willacy fine sandy loam, 1 to 3 percent slopes	1.3	16.6%
Totals for Area of Interest		**7.7**	**100.0%**

pink pappusgrass, and lovegrass tridens. If heavy grazing continues for many years, whitebrush, lime pricklyash, mesquite, pricklypear, and other woody plants form a dense canopy that has an understory of tumblegrass, threeawn, ragweed, and sandburs. Brush encroachment on this soil is a major range management problem.

Potential is high for habitat for deer, javelina, and coyote. Nesting areas are plentiful for quail, doves, and songbirds.

Potential is medium for urban uses and high for recreation uses. The main limitation for urban uses is the high corrosivity for uncoated steel. Low strength is a limitation for local roads and streets.

This Hidalgo soil is in capability subclass IIe, nonirrigated and irrigated; it is in the Gray Sandy Loam range site.

27—Hidalgo fine sandy loam, 3 to 5 percent slopes. This deep, gently sloping soil is on convex uplands. Areas are small and irregular in shape and range from 5 to 175 acres.

Typically, the surface layer is dark grayish brown fine sandy loam about 16 inches thick. The upper part of the subsoil, from 16 to 27 inches, is grayish brown sandy clay loam. The lower part, from 27 to 37 inches, is brown sandy clay loam. The layer extending from 37 to 65 inches is pale brown sandy clay loam. The soil is calcareous throughout.

This soil is well drained. Surface runoff is medium. Permeability is moderate, and the available water capacity is medium. A few areas of this soil have been altered by land leveling for irrigation. In these areas the soil has a thin surface layer because of cutting, and in a few areas all of the surface layer has been removed. The root zone is deep and is easily penetrated by plant roots. The hazard of water erosion is severe, and the hazard of soil blowing is moderate.

Included with this soil in mapping are small areas of Brennan, Delfina, and Willacy soils. The included soils make up less than 15 percent of this map unit.

This Hidalgo soil is used mostly as nonirrigated cropland, pastureland, or rangeland. A few areas are irrigated.

This soil has medium potential for nonirrigated and irrigated crops. Suitable nonirrigated crops are cotton and grain sorghum. Suitable irrigated crops are cotton, grain sorghum, sugarcane, and cool and warm season vegetables. When the soil is bench leveled, it has medium potential for citrus.

If this soil is used as cropland, maintaining or improving soil tilth, managing irrigation water, controlling erosion, and conserving soil moisture are necessary. Cropping systems that include high residue crops help to maintain or improve soil tilth, reduce evaporation, control soil blowing, and provide organic matter. Land leveling reduces erosion and runoff and permits a better distribution of irrigation water. Bench leveling reduces the depth of required land leveling cuts. Subsurface tile drainage lowers the high water table that can develop from irrigation if the soil is bench leveled. If the soil has not been leveled, a properly designed sprinkler system helps to conserve water. When this soil is not irrigated, contour farming helps reduce soil losses from erosion. Stripcropping helps control soil blowing. The high lime content of this soil can cause chlorosis of some plants, especially in areas where the surface layer has been removed by land leveling. Applying mulch or manure helps to offset the loss of organic matter from land leveling.

Potential is medium for nonirrigated and irrigated pasture grasses. Proper stocking, fertilizing, rotation grazing, and controlling weeds are needed to maintain vigorous plants. Coastal bermudagrass, African stargrass, introduced bluestems, and similar grasses are suited to this soil.

Potential is high for rangeland. In open grassland, the dominant grasses in the potential plant community consist of twoflower trichloris, fourflower trichloris, and plains bristlegrass; woody plants include spiny hackberry and kidneywood; and forbs include bundleflower and bushsunflower.

With continuous heavy grazing by livestock, twoflower trichloris, fourflower trichloris, and plains bristlegrass decrease in the plant community. These plants are replaced by less desirable hooded windmillgrass, pink pappusgrass, and lovegrass tridens. If heavy grazing continues for many years, whitebrush, lime pricklyash, mesquite, pricklypear, and other woody plants form a dense canopy that has an understory of threeawn, tumblegrass, and sandburs. Brush encroachment on this soil is a major range management problem.

Potential is high for habitat for deer, javelina, and coyote. Nesting areas are plentiful for doves, quail, and songbirds.

Potential is medium for urban uses and high for recreation uses. The main limitations are high corrosivity to uncoated steel and low strength for local roads and streets.

This Hidalgo soil is in capability subclass IIIe, nonirrigated and irrigated; it is in the Gray Sandy Loam range site.

28—Hidalgo sandy clay loam, 0 to 1 percent slopes. This deep, nearly level soil is on convex uplands. Areas are mostly broad and irregular in shape and range from 25 to more than 900 acres.

Typically, the surface layer is dark grayish brown sandy clay loam about 17 inches thick. The next layer, from 17 to 28 inches, is brown sandy clay loam. The next layer, from 28 to 38 inches, is pale brown clay loam. The layer extending from 38 to 80 inches is very pale brown sandy clay loam. The soil is calcareous throughout.

This soil is well drained. Surface runoff is slow. Permeability is moderate, and the available water

capacity is high. A few areas of this soil have been altered by land leveling for irrigation. In these areas the soil has a thin surface layer because of cutting, in a few areas it has a thick surface layer because of filling; and in a few areas all of the surface layer has been removed. The root zone is deep and is easily penetrated by plant roots. The hazards of water erosion and soil blowing are slight.

Included with this soil in mapping are small areas of Raymondville and Willacy soils and Hidalgo soils that have a fine sandy loam surface layer. The included soils make up less than 20 percent of this map unit.

This Hidalgo soil is used mostly as irrigated and nonirrigated cropland and for citrus.

This soil has high potential for nonirrigated and irrigated crops. Suitable nonirrigated crops are cotton and grain sorghum. Suitable irrigated crops are cotton, grain sorghum, sugarcane, and cool and warm season vegetables. This soil has high potential for citrus.

If this soil is used as cropland, maintaining or improving soil tilth, managing irrigation water, and providing adequate surface drainage are necessary. Cropping systems that include high residue crops help to maintain or improve soil tilth and provide organic matter. Land leveling reduces runoff and permits a better distribution of irrigation water. Surface drainage is useful in removing excess water after heavy rainfall. Subsurface tile drainage lowers the high water table that can develop from irrigation. The high lime content of this soil can cause chlorosis of some plants, especially in areas where the surface layer has been removed by land leveling. Applying mulch or manure helps offset the loss of organic matter from land leveling.

Potential is high for nonirrigated and irrigated pasture grasses (fig. 8). Proper stocking, fertilizing, rotation grazing, and controlling weeds are needed to maintain vigorous plants. Coastal bermudagrass, African stargrass, introduced bluestems, and similar grasses are suited to this soil.

Potential is high for rangeland. In open grassland, the dominant grasses in the potential plant community consist of twoflower trichloris, fourflower trichloris, and plains bristlegrass; woody plants include spiny hackberry and kidneywood; and forbs include bundleflower and bushsunflower.

With continuous heavy grazing by livestock, twoflower trichloris, fourflower trichloris, and plains bristlegrass decrease in the plant community. These plants are replaced by the less desirable hooded windmillgrass, pink pappusgrass, and lovegrass tridens. If heavy grazing continues for many years, whitebrush, lime pricklyash,

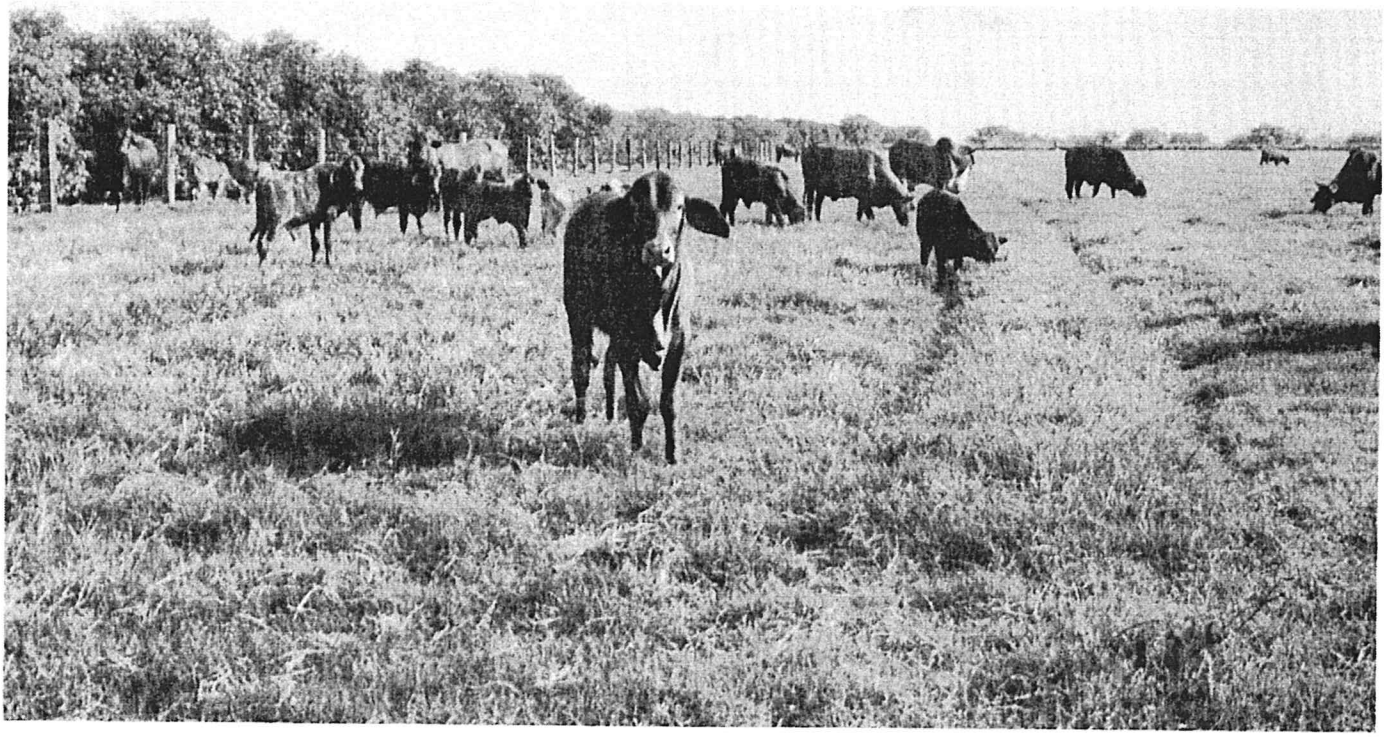

Figure 8.—Irrigated Coastal bermudagrass on Hidalgo sandy clay loam, 0 to 1 percent slopes.

pricklypear, and other woody plants form a dense canopy that has an understory of threeawn, tumblegrass, and sandburs. Brush encroachment on this soil is a major range management problem.

Potential is high for habitat for deer, javelina, and coyote. Nesting areas are plentiful for doves, quail, and songbirds.

Potential is medium for urban uses and high for recreation uses. The main limitations are shrinking and swelling of the soil and high corrosivity to uncoated steel.

This Hidalgo soil is in capability subclass IIc, nonirrigated and in class I, irrigated; it is in the Gray Sandy Loam range site.

29—Hidalgo sandy clay loam, 1 to 3 percent slopes. This deep, gently sloping soil is on convex uplands. Areas are small and irregular in shape and range from 5 to 150 acres.

Typically, the surface layer is dark brown sandy clay loam about 14 inches thick. The next layer, from 14 to 36 inches, is brown sandy clay loam. The layer extending from 36 to 72 inches is pale brown sandy clay loam. The soil is calcareous throughout.

This soil is well drained. Surface runoff is slow. Permeability is moderate, and the available water capacity is high. A few areas of this soil have been altered by land leveling for irrigation. In these areas the soil has a thin surface layer because of cutting, and in a few areas all of the surface layer has been removed. The root zone is deep and is easily penetrated by plant roots. The hazard of water erosion is moderate, and the hazard of soil blowing is slight.

Included with this soil in mapping are small areas of Willacy soils and Hidalgo soils that have a fine sandy loam surface layer. The included soils make up less than 15 percent of this map unit.

This soil is used mostly as irrigated and nonirrigated cropland and for citrus.

This soil has high potential for nonirrigated and irrigated crops. Suitable nonirrigated crops are cotton and grain sorghum. Suitable irrigated crops are cotton, grain sorghum, sugarcane, and cool and warm season vegetables. This soil has high potential for citrus.

If this soil is used as cropland, maintaining or improving soil tilth, managing irrigation water, and controlling erosion are necessary. Cropping systems that include high residue crops help maintain or improve soil tilth, reduce evaporation, and provide organic matter. Land leveling reduces erosion and runoff and permits a better distribution of irrigation water. Bench leveling reduces the depth of required land-leveling cuts. Subsurface tile drainage lowers the high water tables that can develop from irrigation when the soil is leveled. When this soil is not irrigated, contour farming helps reduce soil erosion. The high lime content of this soil can cause chlorosis of some plants, especially in areas where the surface layer has been removed by land leveling. Applying mulch or manure helps offset the loss of organic matter from land leveling.

Potential is high for nonirrigated and irrigated pasture grasses. Proper stocking, fertilizing, rotation grazing, and controlling weeds are needed to maintain vigorous plants. Coastal bermudagrass, African stargrass, introduced bluestems, and similar grasses are suited to this soil.

Potential is high for rangeland. In open grassland, the dominant grasses in the potential plant community consist of twoflower trichloris, fourflower trichloris, and plains bristlegrass; woody plants include spiny hackberry and kidneywood; and forbs include bundleflower and bushsunflower.

With continuous heavy grazing by livestock, twoflower trichloris, fourflower trichloris, and plains bristlegrass decrease in the plant community. These plants are replaced by the less desirable hooded windmillgrass, pink pappusgrass, and lovegrass tridens. If heavy grazing continues for many years, whitebrush, lime pricklyash, pricklypear, and other woody plants form a dense canopy that has an understory of threeawn, tumblegrass, and sandburs. Brush encroachment on this soil is a major range management problem.

Potential is high for habitat for deer, javelina, and coyote. Nesting areas are plentiful for doves, quail, and songbirds.

Potential is medium for urban uses and high for recreation uses. The main limitations are shrinking and swelling of the soil and high corrosivity to uncoated steel.

This Hidalgo soil is in capability subclass IIe, nonirrigated and irrigated; it is in the Gray Sandy Loam range site.

30—Hidalgo sandy clay loam, saline, 0 to 1 percent slopes. This deep, nearly level saline soil is on convex uplands. Areas are small and irregular in shape and range from 25 to 100 acres.

Typically, the surface layer is saline, dark grayish brown sandy clay loam about 15 inches thick. The next layer, from 15 to 25 inches, is saline, brown sandy clay loam. The next layer, from 25 to 36 inches, is saline, pale brown clay loam. The layer extending from 36 to 65 inches is saline, very pale brown sandy clay loam. The soil is calcareous throughout.

This soil is well drained. Surface runoff is slow, and permeability is moderate. The available water capacity is low. This soil is moderately saline to strongly saline as a result of overirrigation and evaporation of slightly saline water. A high water table that is saline occurs at depths from 1 1/2 to 4 1/2 feet below the surface. A few areas of this soil have been altered by land leveling for irrigation. In these areas, the soil has a thin surface layer because of cutting; in a few areas, it has a thick surface layer because of filling; and in a few areas all of the surface layer has been removed. The root zone is deep and is easily penetrated by plant roots. The hazards of water erosion and soil blowing are slight.

years this soil is saturated or covered with water during the growing season. A few areas of this soil have been altered by land leveling for irrigation. In these areas the soil has a thick surface layer from fill material. The root zone is deep but is not easily penetrated by plant roots. The hazard of water erosion is moderate, and the hazard of soil blowing is slight.

Included with this soil in mapping are small areas of Rio, Ramadero, and Racombes soils. Also included are a few areas that have sandy overwash material from 3 to 10 inches thick on the surface. The included soils make up less than 15 percent of this map unit.

This Tiocano soil is idle or is used as pastureland, rangeland, or wetland wildlife habitat. This soil is not suitable for use as cropland.

Potential is medium for pasture grasses. Proper stocking, fertilizing, rotation grazing, and controlling weeds are needed on this soil. If the pasture is grazed when the surface is wet, this soil puddles. Surface drainage is needed to remove surface water after a heavy rainfall.

Potential is low for rangeland. In open grassland, the dominant grasses in the potential plant community consist of Hartweg paspalum, white tridens, and switchgrass; woody plants include sesbania; and there are a few annual forbs.

With continuous heavy grazing by livestock, Hartweg paspalum, white tridens, and switchgrass decrease in the plant community. These are replaced by the less desirable spike lovegrass, knotroot bristlegrass, and curlymesquite. If heavy grazing continues for many years huisache, retama, and sesbania form a dense canopy that has an understory of common bermudagrass, annual forbs, rushes, and sedges.

The potential is low for wildlife habitat including habitat for deer, javelina, doves, and quail; however, the potential is high for habitat for wetland wildlife including ducks, rails, herons, and muskrats.

Potential is low for urban and recreation uses. Ponding, shrinking and swelling of the soil, and the clayey surface layer are main limitations.

This Tiocano soil is in capability subclass Vlw, nonirrigated; and is in the Lakebed range site.

68—Urban land. This map unit is mainly in the business sections of the cities of Alamo, Donna, Edinburg, Pharr, McAllen, Mercedes, Mission, and Weslaco.

The unit is made up of extensively built-up areas that are 85 to 100 percent covered by streets, parking lots, buildings, and other structures. The open areas consist mainly of soils that have been disturbed by cutting or grading or are covered with fill material.

Included in mapping are small areas of moderately built-up areas where buildings and other structures cover only 45 to 70 percent of the surface. The included areas make up as much as 25 percent of Urban land.

This unit is not assigned to a capability subclass or to a range site.

69—Ustorthents, loamy. These deep, nearly level soils are on uplands. Slopes are mostly less than 0.5 percent but range from 0 to 1 percent. Areas are irregular in shape and range from 10 to 50 acres.

This map unit consists of soils that have been drastically modified by land leveling for irrigation. About 24 to 60 inches of the original soil has been removed by mechanical means. The modified soils include Delfina, Hidalgo, Hargill, and Willacy soils. Ustorthents, loamy, are firm, mildly alkaline or moderately alkaline, brown, light brown, very pale brown, reddish brown, yellowish red, or pink sandy clay loam or clay loam. In some areas about 6 inches of the original surface layer has been returned as backfill.

These soils are well drained. Surface runoff is slow, and permeability is moderate. The available water capacity is medium. The soils are very low in organic matter and fertility. Because of the high calcium carbonate content, iron chlorosis is a severe problem for plants. The root zone is deep. The hazards of water erosion and soil blowing are slight.

Included in mapping are small areas of Delfina, Hargill, Hidalgo, and Willacy soils. These soils make up less than 15 percent of this map unit.

The soils making up this map unit are used as irrigated cropland, although their potential for this use is low. The best suited crop is cotton, although other crops such as grain sorghum, sugarcane, and cool and warm season vegetables are grown. If these soils are used as cropland, maintaining or improving soil tilth, reducing iron chlorosis, managing irrigation water, and providing surface drainage are necessary. Cropping systems that include high residue crops help to improve soil tilth and provide organic matter. Surface drainage is useful in removing excess water after a heavy rainfall. Subsurface tile drainage lowers the high water table that can develop from irrigation. A well balanced fertilizer program is needed. Applying mulch or manure is needed to help offset the loss of organic matter in the surface and subsurface layers.

These soils are not in rangeland. Potential for wildlife habitat is low because these soils are continuously cropped or fallowed.

Potential is medium for urban and recreation uses. Shrinking and swelling of the soil and high corrosivity of the soil to uncoated steel are the main limitations.

Ustorthents, loamy, are in capability subclass IIIs, irrigated. They are not assigned to a range site.

70—Willacy fine sandy loam, 0 to 1 percent slopes. This deep, nearly level soil is on convex uplands. These areas are irregular in shape and range from 25 to 200 acres.

Typically, the surface layer is dark grayish brown fine sandy loam about 14 inches thick. The upper part of the subsoil, from 14 to 19 inches, is dark grayish brown sandy clay loam. The lower part, from 19 to 59 inches, is brown sandy clay loam. The next layer, from 59 to 69

inches, is pale brown sandy clay loam. The layer extending from 69 to 80 inches is very pale brown sandy clay loam. The soil is noncalcareous to 42 inches.

This soil is well drained. Surface runoff is medium, and permeability is moderate. The available water capacity is high. A few areas of this soil have been altered by land leveling for irrigation. In these areas the soil has a thin surface layer because of cutting, in a few areas it has a thick surface layer because of filling, and in some areas all of the surface layer has been removed. The root zone is deep and is easily penetrated by plant roots. The hazard of water erosion is slight, and the hazard of soil blowing is moderate.

Included with this soil in mapping are small areas of Hargill, Hidalgo, Delfina, and Racombes soils. Also included are a few areas of a soil that has secondary lime within a depth of 36 inches. The included soils make up less than 25 percent of this map unit.

This Willacy soil is used mostly as irrigated and nonirrigated cropland and for citrus.

This soil has high potential for nonirrigated and irrigated crops. Suitable nonirrigated crops are cotton and grain sorghum. Suitable irrigated crops are cotton, grain sorghum, sugarcane, and cool and warm season vegetables. This soil has high potential for citrus (fig. 10).

If this soil is used as cropland, maintaining or improving soil tilth, managing irrigation water, and conserving soil moisture are necessary. Cropping systems that include high residue crops help to maintain soil tilth, reduce evaporation, provide organic matter, and control soil blowing. Land leveling reduces erosion and runoff and permits better distribution of irrigation water. Subsurface tile drainage lowers the high water table that can develop from irrigation. Temporary field ditches are difficult to maintain.

Potential is high for nonirrigated and irrigated pasture grasses. Proper stocking, fertilizing, rotation grazing, and controlling weeds are needed to maintain vigorous plants. Improved bermudagrass, buffelgrass, introduced bluestems, and similar grasses are suited to this soil.

Potential is high for rangeland. In open grassland, the dominant grasses in the potential plant community consist of twoflower trichloris, fourflower trichloris, and little bluestem; woody plants include desert yaupon and vine ephedra; and forbs include Engelmann-daisy and bushsunflower.

With continuous heavy grazing by livestock, twoflower trichloris, fourflower trichloris, and little bluestem decrease in the plant community. These plants are replaced by the less desirable hooded windmillgrass, pink pappusgrass, and fall witchgrass. If heavy grazing

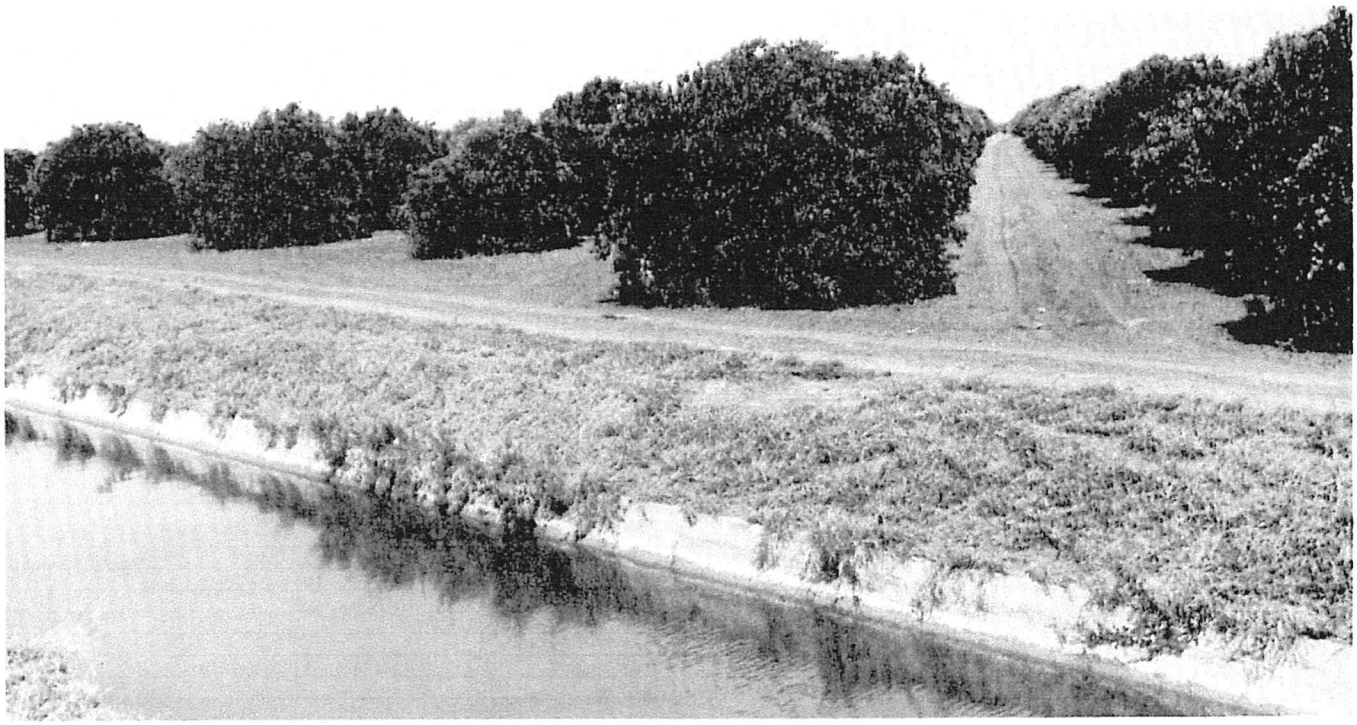

Figure 10.—Citrus orchard on Willacy fine sandy loam, 0 to 1 percent slopes. The lined canal is used for irrigation.

continues for many years, mesquite, blackbrush, condalias, pricklypear, and other woody plants form a dense canopy that has an understory of red lovegrass, red grama, threeawn, and sandburs. Brush encroachment on this soil is a major range management problem.

Potential is high for habitat for deer, javelina, and coyote. Nesting areas are plentiful for doves, quail, and songbirds.

Potential is high for urban and recreation uses.

This Willacy soil is in capability subclass IIc, nonirrigated, and in class I, irrigated; it is in the Sandy Loam range site.

71—Willacy fine sandy loam, 1 to 3 percent slopes. This deep, gently sloping soil is on convex uplands. Areas are irregular in shape and range from 10 to 150 acres.

Typically, the surface layer is dark grayish brown fine sandy loam about 16 inches thick. The upper part of the subsoil, from 16 to 34 inches, is grayish brown sandy clay loam. The lower part, from 34 to 43 inches, is pale brown sandy clay loam. The layer extending from 43 to 65 inches is very pale brown sandy clay loam. The soil is noncalcareous to 34 inches.

This soil is well drained. Surface runoff is medium, and permeability is moderate. The available water capacity is high. A few areas of this soil have been altered by land leveling for irrigation. In these areas the soil has a thin surface layer because of cutting, and in a few areas all of the surface layer has been removed. The root zone is deep and is easily penetrated by plant roots. The hazards of water erosion and soil blowing are moderate.

Included with this soil in mapping are small areas of Hargill, Hidalgo, and Delfina soils. Also included are a few areas of soils that contain secondary lime at a depth of less than 36 inches. The included soils make up less than 15 percent of this map unit.

This Willacy soil is used mostly as irrigated and nonirrigated cropland and for citrus.

This soil has high potential for nonirrigated and irrigated crops. Suitable nonirrigated crops are cotton and grain sorghum. Suitable irrigated crops are cotton, grain sorghum, sugarcane, and cool and warm season vegetables. This soil has high potential for citrus.

If this soil is used as cropland, maintaining or improving soil tilth, managing irrigation water, conserving soil moisture, and controlling erosion are necessary. Cropping systems that include high residue crops help maintain soil tilth, reduce evaporation, provide organic matter, and control soil blowing. Land leveling reduces erosion and runoff and permits a better distribution of irrigation water. Subsurface tile drainage lowers the high water table that can develop from irrigation if the soil is bench leveled. Temporary field ditches are difficult to maintain. If the soil is not irrigated, contour farming helps reduce soil losses from erosion. Stripcropping helps control soil blowing.

Potential is high for nonirrigated and irrigated pasture grasses. Proper stocking, fertilizing, rotation grazing, and controlling weeds are needed to maintain pasture grasses. Improved bermudagrass, buffelgrass, introduced bluestems, and similar grasses are suited to this soil.

Potential is high for rangeland. In open grassland, the dominant grasses in the potential plant community consist of twoflower trichloris, fourflower trichloris, and little bluestem; woody plants include desert yaupon and vine ephedra; and forbs include Engelmann-daisy and bushsunflower.

With continuous heavy grazing by livestock, twoflower trichloris, fourflower trichloris, and little bluestem decrease in the plant community. These plants are replaced by the less desirable hooded windmillgrass, pink pappusgrass, and fall witchgrass. If heavy grazing continues for many years, mesquite, blackbrush, condalias, pricklypear, and other woody plants form a dense canopy that has an understory of red lovegrass, red grama, threeawn, and sandburs. Brush encroachment on this soil is a major range management problem.

Potential is high for habitat for deer, javelina, and coyote. Nesting areas are plentiful for doves, quail, and songbirds.

Potential is high for urban and recreation uses.

This Willacy soil is in capability subclass IIe, nonirrigated and irrigated; it is in the Sandy Loam range site.

72—Willacy-Urban land complex, 0 to 3 percent slopes. This map unit consists of nearly level to gently sloping Willacy soil and Urban land in areas so intricately mixed that it was not practical to separate them because of the scale selected for mapping. Areas are small and irregular in shape and range from 10 to 100 acres. Boundaries commonly coincide with the outer limits of subdivisions, built-up areas, and cities.

Willacy soil makes up 40 to 80 percent of this complex, Urban land 15 to 55 percent, and other soils 5 to 10 percent.

Typically, the surface layer of the Willacy soil is dark grayish brown fine sandy loam about 13 inches thick. The upper part of the subsoil, from 13 to 38 inches, is brown sandy clay loam. The lower part, from 38 to 49 inches, is pale brown sandy clay loam. The layer extending from 49 to 65 inches is very pale brown sandy clay loam. The soil is noncalcareous to a depth of 38 inches.

Urban land consists of soils that are covered by single or multiple-unit dwellings, garages, sidewalks, patios, driveways, streets, schools, churches, shopping centers on less than 40 acres, office buildings, paved parking lots, and industrial sites. In some areas the Willacy soil has been altered by cutting or grading, and in some areas 6 to 24 inches of loamy fill material cover the surface layer.

Included in mapping are areas of Delfina, Hidalgo, and Racombes soils.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

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

See footnote at end of table.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth	USDA texture	Classification		Percentage passing sieve number--				Liquid limit	Plasticity index
			Unified	AASHTO	4	10	40	200		
	In								Pct	
60, 61---------- Rio	0-12	Clay loam---------	CL	A-6, A-7	95-100	95-100	95-100	70-80	35-45	15-22
	12-38	Clay loam, clay	CL, CH	A-7-6	95-100	95-100	95-100	75-95	43-57	21-32
	38-63	Clay loam, sandy clay, sandy clay loam.	CL	A-7-6	95-100	95-100	85-95	55-80	41-50	20-27
62---------- Rio Grande	0-8	Silt loam---------	CL, CL-ML	A-4, A-6	100	100	95-100	70-95	20-30	4-12
	8-65	Stratified silt loam to loamy very fine sand.	CL, CL-ML	A-4, A-6	100	100	95-100	70-100	20-33	4-12
63---------- Rio Grande	0-8	Silty clay loam	CL	A-6, A-7	100	100	95-100	80-100	30-43	11-18
	8-65	Stratified silt loam to loamy very fine sand.	CL, CL-ML	A-4, A-6	100	100	95-100	70-100	20-33	4-12
64, 65---------- Runn	0-55	Silty clay--------	CH, CL	A-7-6	100	100	95-100	85-98	43-62	21-36
	55-65	Silty clay, silty clay loam, silt loam.	CH, CL, CL-ML	A-6, A-7-6, A-4	100	95-100	90-100	70-98	21-62	4-36
66---------- Sarita	0-48	Fine sand---------	SM-SC, SP-SM, SM	A-2-4, A-3	100	100	65-100	9-35	<25	NP-7
	48-80	Sandy clay loam, fine sandy loam.	SC	A-2-6, A-6	100	100	80-100	30-50	28-40	11-22
67---------- Tiocano	0-65	Clay----------	CH	A-7-6	100	100	95-100	85-100	56-76	33-49
68.* Urban land										
69.* Ustorthents										
70, 71---------- Willacy	0-14	Fine sandy loam	SC, SM-SC	A-2-4, A-4	100	100	95-100	30-45	20-30	5-10
	14-80	Sandy clay loam, fine sandy loam.	SC, CL	A-4, A-6	95-100	90-100	90-100	36-65	28-40	9-20
72:* Willacy---------	0-14	Fine sandy loam	SC, SM-SC	A-2-4, A-4	100	100	95-100	30-45	20-30	5-10
	14-80	Sandy clay loam, fine sandy loam.	SC, CL	A-4, A-6	95-100	90-100	90-100	36-65	28-40	9-20
Urban land.										
73---------- Zalla	0-9	Loamy fine sand	SP-SM, SM, SM-SC	A-2-4	95-100	95-100	70-85	10-25	<25	NP-7
	9-65	Loamy fine sand, fine sand, sand.	SP-SM, SM, SM-SC	A-2-4	95-100	95-100	70-85	10-25	<25	NP-7
74---------- Zalla	0-9	Silt loam---------	CL, CL-ML, ML	A-4, A-6	100	100	90-100	70-80	<30	NP-11
	9-65	Loamy fine sand, fine sand, sand.	SP-SM, SM, SM-SC	A-2-4	95-100	95-100	70-85	10-25	<25	NP-7

* See description of the map unit for composition and behavior characteristics of the map unit.

TABLE 18.--SOIL AND WATER FEATURES

["Flooding" and "water table" and terms such as "rare," "brief," "apparent," and "perched" are explained in the text. The symbol > means more than. Absence of an entry indicates that the feature is not a concern]

Map symbol and soil name	Hydrologic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Concrete
					Ft			In			
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---------- Camargo	B	Rare--------	Brief-----	Sep-May	>6.0	---	---	---	---	Moderate	Low.
7---------- Cameron	D	None--------	---	---	5.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
8---------- Comitas	A	None--------	---	---	>6.0	---	---	---	---	Low------	Low.
9, 10, 11---------- Delfina	B	None--------	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
12---------- Delmita	C	None--------	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
13:*											
Delmita----------	C	None--------	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
Randado----------	C	None--------	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
14---------- Falfurrias	A	None--------	---	---	>6.0	---	---	---	---	Low------	Low.
15**---------- Grulla	D	Frequent----	Very long	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
16, 17, 18---------- Hargill	B	None--------	---	---	>6.0	---	---	---	---	High-----	Low.
19---------- Harlingen	D	None--------	---	---	>6.0	---	---	---	---	High-----	Low.
20---------- Harlingen	D	None--------	---	---	5.0-6.0	---	---	---	---	High-----	Moderate.
21:*											
Harlingen--------	D	None to rare	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
22, 23, 24---------- Hebbronville	B	None--------	---	---	>6.0	---	---	---	---	Low------	Low.
25, 26, 27, 28, 29---------- Hidalgo	B	None--------	---	---	>6.0	---	---	---	---	High-----	Low.
30---------- Hidalgo	B	None--------	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
31:*											
Hidalgo----------	B	None--------	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
32:*											
Jimenez----------	C	None--------	---	---	>6.0	---	---	7-20	Thin	High-----	Low.

See footnotes at end of table.

TABLE 18.--SOIL AND WATER FEATURES--Continued

Map symbol and soil name	Hydrologic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Concrete
					Ft			In			
60**--Rio	D	Frequent	Long	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High	Low.
61**--Rio	D	Frequent	Long	Sep-May	+2-4.5	Apparent	Sep-May	---	---	High	Low.
62, 63--Rio Grande	B	Rare	Brief	Sep-May	>6.0	---	---	---	---	High	Low.
64--Runn	D	None	---	---	>6.0	---	---	---	---	High	Low.
65--Runn	D	None	---	---	2.5-5.0	Apparent	Sep-May	---	---	High	Low.
66--Sarita	A	None	---	---	>6.0	---	---	---	---	Low	Low.
67**--Tiocano	D	Frequent	Long	Sep-May	+3-6.0	Perched	Sep-May	---	---	High	Low.
68.* Urban land											
69.* Ustorthents											
70, 71--Willacy	B	None	---	---	>6.0	---	---	---	---	Moderate	Low.
72:* Willacy	B	None	---	---	>6.0	---	---	---	---	Moderate	Low.
Urban land.											
73--Zalla	A	Occasional	Brief	Sep-May	>6.0	---	---	---	---	High	Low.
74--Zalla	A	Rare	Brief	Sep-May	>6.0	---	---	---	---	High	Low.

* See description of the map unit for composition and behavior characteristics of the map unit.
** In the "High water table--Depth" column, a plus sign preceding the range in depth indicates that the water table is above the surface of the soil. The first numeral in the range indicates how high the water rises above the surface. The second numeral indicates the depth below the surface.

TABLE 15.--WATER MANAGEMENT--Continued

Map symbol and soil name	Limitations for--		Features affecting--			
	Pond reservoir areas	Embankments, dikes, and levees	Drainage	Irrigation	Terraces and diversions	Grassed waterways
22, 23, 24-------- Hebbronville	Severe: seepage.	Moderate: piping.	Favorable------	Favorable------	Soil blowing---	Favorable.
25, 26---------- Hidalgo	Moderate: seepage.	Moderate: piping.	Favorable------	Favorable------	Favorable------	Favorable.
27---------- Hidalgo	Moderate: seepage, slope.	Moderate: piping.	Slope----------	Slope----------	Favorable------	Favorable.
28, 29---------- Hidalgo	Moderate: seepage.	Moderate: piping.	Favorable------	Favorable------	Favorable------	Favorable.
30---------- Hidalgo	Moderate: seepage.	Moderate: piping, wetness, excess salt.	Excess salt----	Wetness, excess salt.	Wetness--------	Excess salt, droughty.
31:* Hidalgo---------- Urban land.	Moderate: seepage.	Moderate: piping.	Favorable------	Favorable------	Favorable------	Favorable.
32:* Jimenez---------- Quemado----------	Severe: cemented pan. Severe: cemented pan.	Severe: thin layer. Severe: seepage.	Cemented pan--- Cemented pan---	Droughty, cemented pan, slope. Droughty, cemented pan, slope.	Large stones, cemented pan. Large stones, cemented pan.	Large stones, droughty. Large stones, droughty, cemented pan.
33---------- Laredo	Severe: seepage.	Moderate: piping.	Favorable------	Erodes easily	Erodes easily	Erodes easily.
34---------- Matamoros	Slight---------	Moderate: hard to pack.	Percs slowly, floods.	Slow intake, percs slowly, floods.	Percs slowly---	Percs slowly.
35, 36, 37, 38---- McAllen	Moderate: seepage.	Moderate: piping.	Favorable------	Favorable------	Favorable------	Favorable.
39---------- Mercedes	Slight---------	Severe: hard to pack.	Percs slowly---	Slow intake, percs slowly.	Percs slowly---	Percs slowly.
40---------- Mercedes	Slight---------	Severe: hard to pack.	Percs slowly---	Slow intake, percs slowly, excess salt.	Percs slowly---	Excess salt, droughty, percs slowly.
41---------- Mercedes	Slight---------	Severe: hard to pack.	Percs slowly---	Slow intake, percs slowly.	Percs slowly---	Percs slowly.
42---------- Nueces	Moderate: seepage.	Severe: seepage, piping.	Cutbanks cave	Droughty, fast intake.	Too sandy, soil blowing.	Droughty.
43:* Nueces---------- Sarita----------	Moderate: seepage. Severe: seepage.	Severe: seepage, piping. Severe: seepage, seepage.	Cutbanks cave Cutbanks cave	Droughty, fast intake. Droughty, fast intake.	Too sandy, soil blowing. Too sandy------	Droughty. Droughty.
44---------- Olmito	Slight---------	Moderate: hard to pack.	Percs slowly---	Slow intake, percs slowly.	Percs slowly---	Percs slowly.

See footnote at end of table.

TABLE 15.--WATER MANAGEMENT--Continued

Map symbol and soil name	Limitations for--		Features affecting--			
	Pond reservoir areas	Embankments, dikes, and levees	Drainage	Irrigation	Terraces and diversions	Grassed waterways
64---------- Runn	Moderate: seepage.	Moderate: hard to pack.	Percs slowly---	Slow intake, percs slowly, excess salt.	Percs slowly---	Percs slowly.
65---------- Runn	Moderate: seepage.	Moderate: hard to pack, wetness, excess salt.	Percs slowly, excess salt.	Slow intake, percs slowly, excess salt.	Wetness, percs slowly.	Excess salt, erodes easily, percs slowly.
66---------- Sarita	Severe: seepage.	Severe: seepage, seepage.	Cutbanks cave	Droughty, fast intake.	Too sandy------	Droughty.
67---------- Tiocano	Slight---------	Severe: hard to pack, ponding.	Ponding, percs slowly, floods.	Ponding, slow intake, percs slowly.	Ponding, percs slowly.	Wetness, percs slowly.
68.* Urban land						
69.* Ustorthents						
70, 71---------- Willacy	Moderate: seepage.	Slight---------	Favorable------	Favorable------	Favorable------	Favorable.
72:* Willacy----------	Moderate: seepage.	Slight---------	Favorable------	Favorable------	Favorable------	Favorable.
Urban land.						
73, 74---------- Zalla	Severe: seepage.	Severe: seepage, piping.	Floods---------	Droughty, fast intake.	Too sandy------	Droughty.

* See description of the map unit for composition and behavior characteristics of the map unit.

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-831
From: Mardoqueo Hinojosa	
Subject: Discussion and consideration to approve the Final Plat for Fern Oak Subdivision, being a 1.20 acre tract of land out of Farm Tract 117, West Tract Subdivision, Weslaco, Hidalgo County, Texas, located at 209 W. Sugar Cane Dr. and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning and Code Enforcement.)	
Background: The proposed one (1) lot subdivision is within the City of Weslaco city limits. This subdivision is being serviced with water by City of Weslaco through an 8" waterline. Sanitary sewer services are provided through an 8" sanitary sewerline. The property is within a Flood Zone "C". Developer will be extending Jefferson Street.	
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)**:** Planning and Zoning Commission recommended approval on March 1, 2017.	
Martha Hernandez Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments:	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: Aerial, Fern Oak, Subdivision Plat, Subdivision Utility	
Responsibilities upon Approval: Planning staff will advise applicant.	

Final Plat
Fern Oak Subdivision
Legend
Final Plat
Polanco St
De Los Santos St
Sugarcane Dr.
Texas Blvd
Google earth
© 2016 Google
N
1000 ft

SUBDIVISION PLATTING APPLICATION

RECEIVED

FEB 01 2017

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

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

FILE NO. SRV17-00008

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.

GENERAL INFORMATION

Name of Subdivision: FERN OAK SUBDIVISION

Location: SOUTH SIDE OF W. SUGAR CANE ROAD 400 FEET WEST OF N. TEXAS BOULEVARD (FM 88).

Legal Description: A 1.20 ACRE TRACT OUT OF FARM TRACT 117, WEST TRACT SUBDIVISION.

Is subdivision inside city limits? X YES _____ NO

If subdivision is in the ETJ, indicate? _____ 2 Mile _____ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R-2

Existing Land Use: VACANT Proposed Land Use: APARTMENTS

Number of Lots Proposed: ONE (1) Gross Acreage: 1.20 ACRES

Title Report Submitted: _____ Yes X No

OWNER INFORMATION

Owner's Name: FERNANDO GARCIA Telephone: 956-289-7000

Address: 1901 S. 24TH STREET Fax: _____

City: EDINBURG State: TEXAS Zip: 78539 E-mail: _____

ENGINEER INFORMATION

Name: ARTURO GARCIA ENGINEERING SERVICES Telephone: 956-630-3340

Address: P.O. BOX 4526 Fax: _____

City: McALLEN State: TEXAS Zip: 78502 E-mail: AGES-PLLC@RGV.RR.COM

VARIANCE

Will proposed subdivision require a variance to the Code? _____YES __X__NO

Describe in detail the variance requested and reason why:

_____

_____

UTILITY PROVISIONS

Will proposed subdivision connect to:

_X_YES ___NO Water Provision: CITY OF WESLACO

_X_YES ___NO Wastewater Provision: CITY OF WESLACO

_X_YES ___NO Electric Company: AEP

_X_YES ___NO Phone Utility VERIZON	___YES ___NO Gas Utility	_X_YES ___NO Cable Utility

Proposed subdivision is in the following districts:

_X_YES ___NO Drainage District HCDD#1	_X_YES ___NO Irrigation District HCCID#9

Has the property been assessed as flat rate irrigable property: _X_ YES ____ NO
Have Water Rights been conveyed to City/Water Supplier? ____ YES _X_ 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 SUBDIVISION REVIEW

_____**Seven (7)** sets of preliminary plat **folded and stapled** (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov
_____**$50.00** Subdivision Review fee
_____One 11" X 17" reduced copy of plat
_____Plat Layout
- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements
- _____Contours
- _____Flood Zones
- _____Adjoiners
- _____Existing & Proposed street names

_____Utility Layout
- _____Existing & Proposed Utilities
- _____Proposed Fire Hydrants
- _____Adjoiners
- _____Street names

_____Drainage plans and calculations with engineer's seal
- _____Elevations
- _____Flood directional arrows
- _____Detention areas
- _____Street names

_____Proof of ownership of the property
_____If septic tank system required, submit soil evaluation report
_____Water Rights associated with the property
_____Tax Receipt for all taxing entities showing that taxes are paid in full
_____Number of fire hydrants proposed for subdivision
_____Trip Generation Worksheet

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

_____**Twelve (12)** sets of plans **FOLDED & STAPLED** (24 x 36) **with all corrections done**
_____**$350.00** (one time fee for preliminary and final plat)

SUBMITTALS REQUIRED FOR FINAL (P & Z)

_____**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

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
_____2% inspection fee
_____Memo from engineering inspector releasing subdivision
_____Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
_____30 Year Water and 30 Year Sewer Service Agreements
_____Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: FERNANDO GARCIA

Owner Signature: _____ Date: 2/1/17

ARTURO GARCIA ENGINEERING SERVICES (ARTURO GARCIA, JR.) is the authorized agent

Authorized Agent Signature: _____ Date: 2/1/17

Authorized Agent Printed Name: ARTURO GARCIA, JR., P.E.

Planning &
Code Enforcement Dept.

CITY OF WESLACO
956-968-3181

REC#: 02228368 2/22/2017 3:48 PM
OPER: KArev TERM: 036
REF#:

TRAN: 235.1000 PROCESSING FEE
INV 981
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT
INV 981
01 -400-1025
SUBDIVISION INSPECT 350.00CR

TENDERED: 400.00 CASH
APPLIED: 355.00-

CHANGE: 45.00

CITY OF WESLACO
956-968-3181

REC#: 02220679 2/01/2017 3:09 PM
OPER: KArev TERM: 036
REF#:

TRAN: 208.0000 SUBDIVISION REVIEW
ARTURO GARCIA ENGINEERING
FERN OAK
01 -400-1025
SUBDIVISION FEES 50.00CR

TENDERED: 100.00 CASH
APPLIED: 50.00-

CHANGE: 50.00

CITY OF WESLACO

PLANNING & CODE ENFORCEMENT DEPARTMENT

SUBDIVISION REVIEW MEETING

DATE: 2/9/2017

NAME OF SUBDIVISION: FERN OAK

SIGN IN SHEET

#	NAME	COMPANY	Phone/email
1	Rebekah dela Fuente	COW	447-3401
2	Mike Swinnea	WFMO	447-3415
3	Chris Sanchez	WFMO	447-1990
4	FERNANDO GARCIA	OWNER	463-4444
5	Mardoqueo Hinojosa	City of Weslaco	447-3403
6	Arturo Garcia Jr	AGES	624-1606 AGES-PLLC@RGV.RR.COM
7			
8			
9			
10			
11			
12			
13			
14			

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

Fernando Garcia
1901 South 24th Street
Edinburg, Texas 78539

Re: Fern Oaks Subdivision Review.

Dear Applicant:

As per the plan set received, please find below general comments that need to be addressed for the above mentioned subdivision:

1) Plat Sheet- The notes below need to be included as part of your plat notes:
   a) Missing Metes and Bounds Description- Metes and bounds description must match plan view as provided. Add Note -Streetlight must be located every 300 feet.
   b) Minimum Building Setback lines shall be as follows:
      Rear:25'
      Side:5'
      Applicant must apply for variance.
   c) A 5 ft. sidewalk is required along exterior perimeter upon the issuance of a building permit
   d) Landscaping is required per city ordinance.

Should you need additional information or have any questions, please call the Planning Department at (956) 447-3401.

Sincerely,

Rebekah de la Fuente,
Senior Planner

CC: Arturo Garcia Engineering Services
P.O. Box 4526
McAllen, Texas 78502

City of Weslaco

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Mike R. Perez, City Manager

FERN OAK SUBDIVISON
ENGINEERING COMMENTS

Plat

1. Need to show natural ground shots and contours.
2. Need to show existing utilities and easements, easements to be 15'
3. Need to show drainage calculations.
4. Need to show additional R.O.W. Dedication if required.
5. Adjacent property owner callout information and records found.
6. Need to add metes and bounds description.
7. Need to show dimensions for roads and R.O.W.
8. Need to show commencement point, and nearest intersection.

water / sewer / electric

- Variance on setbacks
- 5' SW
- street lights
- Landscaping
- Park fees ($250 x 8 units) before Recording
- 2% inspection
- 3% material testing

Page 2

1. Designate prop and existing utility lines.
2. Need callouts for utility lines.
3. Identify connections to existing lines and services to building, identify location of prop meters.
4. Identify if utility lines are private or public if public need to show a 15' easement.
5. Need to show proposed detention areas for a 25 year storm.
6) Not approving Layout only, subdivision

WESLACO FIRE MARSHAL'S OFFICE
255 S. Kansas
Weslaco, Texas 78596
(956) 447-3415 Fax (956) 969-4921

DATE: 2/6/17 OCCUPANCY CLASS:

FACILITY NAME: Fern Oak Subdivision

PHYSICAL & MAILING ADDRESS: Sugarcane

PHONE #: 9562897000 OWNER/MANAGER: Fernando Garcia

PLAN REVIEW – CHECK OFF LIST

X		Approved as submitted	X	with notes
	A	Illuminated exit signs and emergency lighting shall be combination with 90 minute battery pack back-up.		
	B	All restrooms shall have emergency lighting with 90 minute battery pack back-up.		
	C	Shall provide minimum 5 lb. ABC dry chemical extinguisher at 50' intervals for non-sprinklered building, 75' intervals for sprinklered building, annually inspected & tagged by a licensed agency and mounted no higher than 48" from top to ground. NFPA 10, Latest Edition & IFC 2012 Edition, Section 906.		
	D	Shall have fire alarm company submit plans for proposed fire alarm.		
	E	Shall have fire alarm system installed in accordance with the latest editions of NFPA 70 & 72, by a licensed agency and monitored 24/7 by an outside agency. Shall call our office 24 hours in advance for trip test. NFPA 101, Life Safety Code, 2012 Edition		
	F	Shall have fire alarm system tied into the sprinkler system to monitor flow and tamper switches. Shall also be tied into the suppression system for the kitchen hood. NFPA 101, Life Safety Code, 2012 Edition.		
	G	Shall have automatic sprinkler system installed by a licensed agency and in accordance with the latest edition of NFPA 13. Sprinkler company shall submit plans to our office and ISO for review. Shall contact our office 24 hours in advance for underground & aboveground hydrostatic tests. IFC, 2012 Edition, Section 903 & 912 and latest edition of NFPA 13. **No ceiling shall be in place until aboveground hydrostatic test has been approved.**		
	H	If cooking that releases grease latent vapors, shall provide hood suppression system installed by a licensed agency; hood shall vent to exterior of building. NFPA 96, Latest edition. An approved method shall be provided that will ensure that the appliance(s) is returned to an approved design location, NFPA 96, Section 12.1.2.3.1 Shall call our office 24 hours in advance for trip test. IFC, 2012 Edition, Section 904.		
	I	Shall have 1 – K extinguisher for kitchen annually inspected by a licensed agency. IFC, 2012 Edition, Section 904.11.5		
X	J	Shall have fire hydrant within 400'. Shall have 4 ½" 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.		
	K	Fire department connection shall be free-standing, away from the building, minimum 1 ½ times the building height, out of the collapse zone, and within 100' of a fire hydrant. FDC shall be protected from impact with 4" diameter concrete filled bollards, cemented 4' into the ground with 3' above ground. Shall be spaced 3' apart. Shall have a reflective sign indicating "FDC" with 6" high letters, ½" wide. IFC, 2012 Edition, Section 903.3.7 and all of section 912, IFC, 2012 Edition, and latest edition of NFPA 13. The FDC connection shall be the 5 inch storz with a 30 to 40 degree downward deflection angle adapter. Tamper protection for backflow preventer shall be of an approved type and approved by Authority Having Jurisdiction.		
X	L	Access roads shall be 26' minimum with hydrant unobstructed, 20' without hydrant unobstructed. All weather surface road that supports the imposed loads of fire apparatus shall be in place (concrete or asphalt).		
X	M	Fire apparatus access road shall comply with IFC 2012 Edition, Appendix D. (Cul-de-sac, wye, hammerhead)		
	N	Shall have evacuation routes, with primary & secondary exits marked, in place. IFC, 2012 Edition, Section 404.		
	O	Shall maintain a clear path for means of egress in the following areas:		
	P	Shall have all exit doors open in the direction of egress travel. If equipped with a locking device, it shall be of an approved type.		
	Q	Every room or space that is an Assembly occupancy shall have the occupant load posted in a conspicuous place.		
	R	Shall maintain 44" clearance between aisles.		
X	S	Gated community shall submit specs on gate and shall maintain a 20' clearance on each side of island prior to installation of gate. Shall provide combination for access to subdivision. Shall provide Knox Box Gate Entry System.		
	T	Shall post address in front of building plainly visible from the street with 6" x ½" stroke letters or numbers.		
	U	Shall have Knox Box, 3200 Series, with hinged door, installed for fire department access. www.KnoxBox.com		
	V	Shall have Knox FDC 5 inch Storz Caps in place. www.KnoxBox.com		
	W	Shall have an exterior door to Riser Room. Shall label Riser Room with a white reflective sign to read "Riser Room" with 6" x ¾" stroke red letters.		
	X	Shall provide fire lane painted with 6" red striping, with white lettering 4" x ¾" stroke to read "**No Parking Fire Lane**" spaced every 10 to 12 feet.		
	Y	Shall submit a complete set of plans for construction to my office for further requirements.		
X	Z	Shall pay appropriate fees for the following:	X	Plan review **$75.00**
				Fire alarm plan review
				Fire alarm trip test
		Sprinkler system plan review		Aboveground hydro test
				Underground hydro test
				Suppression system trip test

Inspector Jesse Valderas
FIRE MARSHAL/FIRE INSPECTOR

ARTURO GARCIA ENGINEERING SERVICES, PLLC

P.O. Box 4526 • McAllen, Texas 78502-4526
Phone: 965-630-3340 • AGES-PLLC@RGV.RR.COM

Drainage Statement
For
Fern Oak Subdivision – Weslaco, Texas

Being a tract of land containing 1.20 acres of land, situated in the City of Weslaco, Hidalgo County, Texas and being out of the **Farm Tract 771, Block 137, WEST TRACT SUBDIVISION**, Hidalgo County, Texas.

This subdivision, a one (1) lot residential subdivision, comprised of 1.20 acres is located on the south side of West Sugar Cane Drive, and west of North Texas Boulevard (FM 88), being 400 feet west of the intersection of West Sugar Cane Drive and North Texas Boulevard (FM 88) and inside of the City of Weslaco.

The property falls within Zone "B"; by graphical representation of the Flood Insurance Rate Map, Community Panel No. 48033490005 B Map effective date of March 4, 1980. Topographic maps of the general area indicate the natural ground slope to the south and southeast. This site falls within two areas of soils Racombes Sandy Clay Loam (Map Symbol 48) and are within Hydrologic Group B and are well drained and have slow runoff with ground slopes between 0 to 1 percent and soils designated as Hidalgo Fine Sandy Loam, fine sandy loam soil, (Map Symbol 28) and is within Hydrologic Group B and is well drained and has slow runoff and permeability is slow, with ground slopes between 0 to 1 percent in accordance with the Soil Survey of Hidalgo County, Texas as published by the United States Department of Agriculture, Soil Conservation Service in cooperation with the Texas Agricultural Experiment Station.

Presently the site is maintained as agricultural use and is vacant. Existing runoff from the site is via overland flow into a private curb and gutter section roadway into existing curb inlets and underground pipe that connects ultimately into the existing drainage ditch section maintained by Hidalgo County Irrigation District No. 9 beyond the property limits.

New improvements consisting of driveway, apartments and lawn areas for residential use thus an increase in impervious cover being considered at this time. The runoff tabulated for existing conditions will generate a flow of **1.25** cubic feet per second for a 10-year return frequency. The runoff tabulated for future conditions will generate a flow of **2.50 cubic feet per second** for a **10-year** return frequency. Maintaining the original runoff of the area tabulates a required detention of **0.0850 acre-feet** for this subdivision. The runoff tabulated for future conditions will generate a flow of **3.98 cubic feet per second** for a **25-year** return frequency. Maintaining the original runoff of the area tabulates a required detention of **0.1079 acre-feet** for this subdivision as per City criteria. The detention will be detained in swales parallel to the property lines in accordance with City of Weslaco criteria. New drainage improvements are proposed for the subdivision, include an 18-inch and 24-inch underground storm sewer system to discharge into a drainage channel maintained by H.C.I.D. No. 9. New structures set in this subdivision will have finished floors set above the 100-year flood level or 18-inches above centerline elevation of street in front of lot, whichever is greater. Drainage plan to be approved by the City of Weslaco at the time of the building permit process.

February 22, 2017
TBPE: F-5914

Q = CiA

Q = storm runoff for event (c.f.s.)
C = runoff coefficient
i = intensity (in. / hr.)
A = area (acres)

Condition	C	i_{10}	A	Q_{10}
Existing$_1$	0.20	5.22	1.20	**1.25**
Developed$_2$	0.55	3.79	1.20	**2.50**

1. t_c = 47.0 min.; Based on existing travel distance of 500.0 feet, to P.O.C.
2. t_c = 28.0 min.; Based on developed travel distance of 500.0 feet, to P.O.C.

t_c= time of concentration (minutes)
P.O.C. = Point of Concentration

2/22/2017
TBPE F-5914

DRAINAGE STATEMENT **FERN OAK SUBDIVISION** **RUNOFF CALCULATIONS** **RATIONAL METHOD**	**ARTURO GARCIA ENGINEERING SERVICES, PLLC** P.O. BOX 4526 McALLEN, TEXAS 78502-4526 TEL: 956-630-3340 AGES-PLLC@RGV.RR.COM

Q = CiA

Q = storm runoff for event (c.f.s.)

C = runoff coefficient

i = intensity (in. / hr.)

A = area (acres)

Condition	C	i_{25}	A	Q_{25}
Existing$_1$	0.20	4.39	1.20	**1.05**
Developed$_2$	0.55	6.03	1.20	**3.98**

1. t_c = 47.0 min.; Based on existing travel distance of 500.0 feet, to P.O.C.
2. t_c = 28.0 min.; Based on developed travel distance of 500.0 feet, to P.O.C.

t_c= time of concentration (minutes)

P.O.C. = Point of Concentration

STATE OF TEXAS
ARTURO GARCIA JR.
69356
REGISTERED
PROFESSIONAL ENGINEER

2/22/2017

TBPE F-5914

DRAINAGE STATEMENT **FERN OAK SUBDIVISION** **RUNOFF CALCULATIONS** **RATIONAL METHOD**	**ARTURO GARCIA ENGINEERING SERVICES, PLLC** P.O. BOX 4526 McALLEN, TEXAS 78502-4526 TEL: 956-630-3340 AGES-PLLC@RGV.RR.COM

Time (minutes)	I_{10} (in./hr.)	$Q_{developed}$ (c.f.s.)	Volume (c.f.)	$Q_{discharged}$ (c.f.s.)	Vol. Discharged (c.f.)	Vol. stored (c.f.)
5	11.04	7.29	2,186	1.25	375	1,811
10	8.73	5.76	3,457	1.25	750	2,707
15	7.29	4.81	4,330	1.25	1,125	3,205
20	6.30	4.16	4,990	1.25	1,500	3,490
25	5.57	3.68	5,514	1.25	1,875	3,639
30	**5.01**	**3.31**	**5,952**	**1.25**	**2,250**	**3,702**
35	4.56	3.01	6,320	1.25	2,625	3,695
40	4.20	2.77	6,653	1.25	3,000	3,653
45	3.89	2.57	6,932	1.25	3,375	3,557
50	3.64	2.40	7,207	1.25	3,750	3,457
55	3.41	2.25	7,427	1.25	4,125	3,302
60	3.22	2.13	7,651	1.25	4,500	3,151
65	3.05	2.01	7,851	1.25	4,875	2,976
70	2.90	1.91	8,039	1.25	5,250	2,789
75	2.76	1.82	8,197	1.25	5,625	2,572
80	2.64	1.74	8,364	1.25	6,000	2,364
85	2.53	1.67	8,516	1.25	6,375	2,141
90	2.43	1.60	8,661	1.25	6,750	1,911
95	2.34	1.54	8,803	1.25	7,125	1,678
100	2.26	1.49	8,950	1.25	7,500	1,450

2/22/2017

TBPE F-5914

DRAINAGE STATEMENT
FERN OAK SUBDIVISION
STORAGE CALCULATIONS

ARTURO GARCIA ENGINEERING SERVICES, PLLC
P.O. BOX 4526
McALLEN, TEXAS 78502-4526
TEL: 956-630-3340 AGES-PLLC@RGV.RR.COM

Time (minutes)	I_{25} (in./hr.)	$Q_{developed}$ (c.f.s.)	Volume (c.f.)	$Q_{discharged}$ (c.f.s.)	Vol. Discharged (c.f.)	Vol. stored (c.f.)
5	12.67	8.36	2,509	1.25	375	2,134
10	10.04	6.63	3,976	1.25	750	3,226
15	8.40	5.54	4,990	1.25	1,125	3,865
20	7.27	4.80	5,758	1.25	1,500	4,258
25	6.43	4.24	6,366	1.25	1,875	4,491
30	5.79	3.82	6,879	1.25	2,250	4,629
35	5.28	3.48	7,318	1.25	2,625	4,693
40	**4.86**	**3.21**	**7,698**	**1.25**	**3,000**	**4,698**
45	4.51	2.98	8,037	1.25	3,375	4,662
50	4.21	2.78	8,336	1.25	3,750	4,586
55	3.96	2.61	8,625	1.25	4,125	4,500
60	3.74	2.47	8,886	1.25	4,500	4,386
65	3.54	2.34	9,112	1.25	4,875	4,237
70	3.37	2.22	9,342	1.25	5,250	4,092
75	3.21	2.12	9,534	1.25	5,625	3,909
80	3.07	2.03	9,726	1.25	6,000	3,726
85	2.95	1.95	9,930	1.25	6,375	3,555
90	2.83	1.87	10,086	1.25	6,750	3,336
95	2.73	1.80	10,270	1.25	7,125	3,145
100	2.63	1.74	10,415	1.25	7,500	2,915

2/22/2017

TBPE F-5914

DRAINAGE STATEMENT
FERN OAK SUBDIVISION
STORAGE CALCULATIONS

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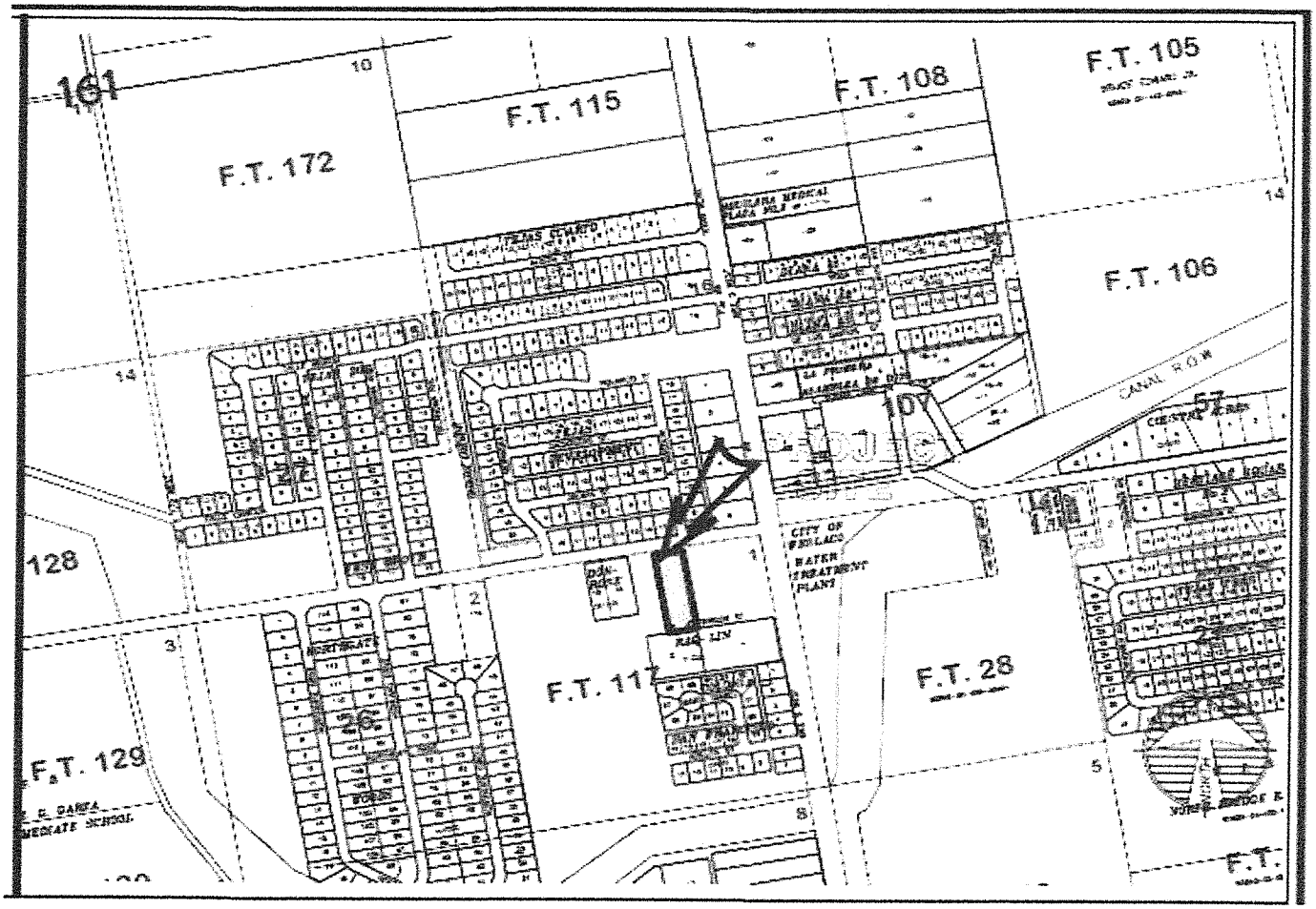
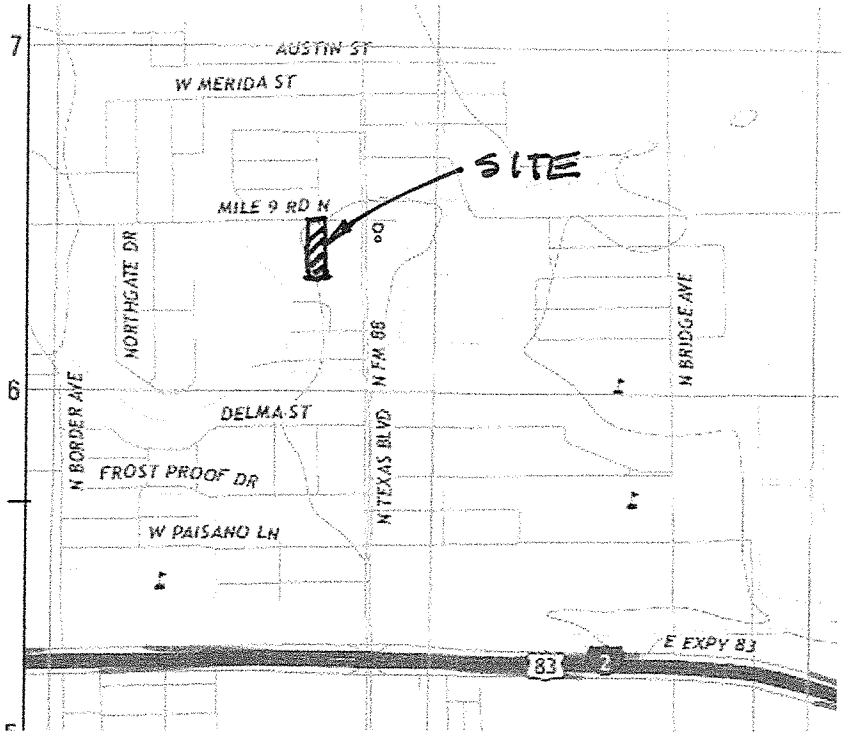
McALLEN, TEXAS 78502-4526
TEL: 956-630-3340 AGES-PLLC@RGV.RR.COM



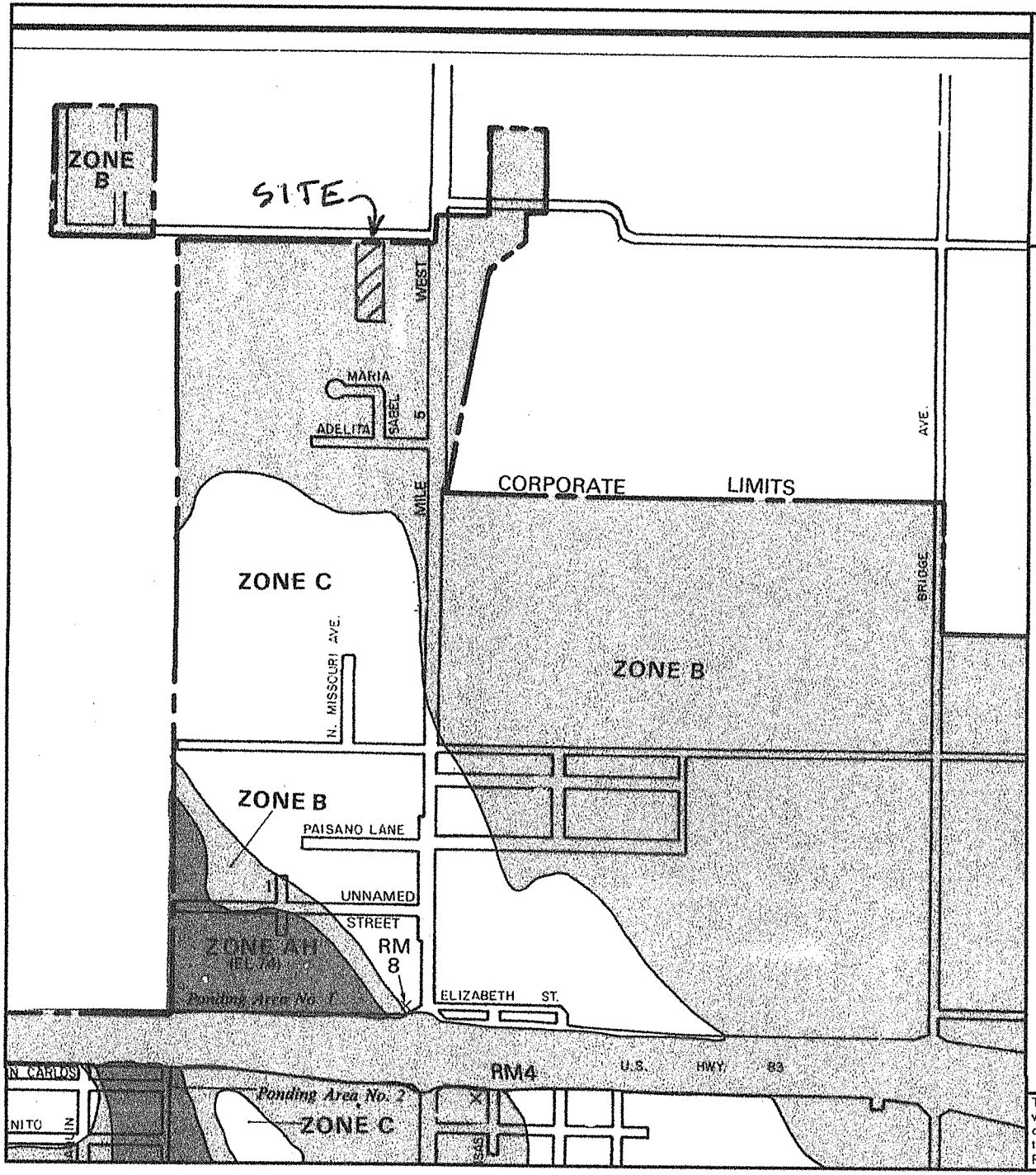
TBPE F-5914

DRAINAGE STATEMENT **FERN OAK SUBDIVISION** **LOCATION MAP**	**ARTURO GARCIA ENGINEERING SERVICES, PLLC** P.O. BOX 4526 McALLEN, TEXAS 78502-4526 TEL: 956-630-3340 AGES-PLLC@RGV.RR.COM



TBPE F-5914

DRAINAGE STATEMENT **FERN OAK SUBDIVISION** **USGS TOPOGRAPHIC MAP**	**ARTURO GARCIA ENGINEERING SERVICES, PLLC** P.O. BOX 4526 McALLEN, TEXAS 78502-4526 TEL: 956-630-3340 AGES-PLLC@RGV.RR.COM



APPROXIMATE SCALE

800 0 800 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

CITY OF
WESLACO, TEXAS
HIDALGO COUNTY

ONLY PANEL PRINTED

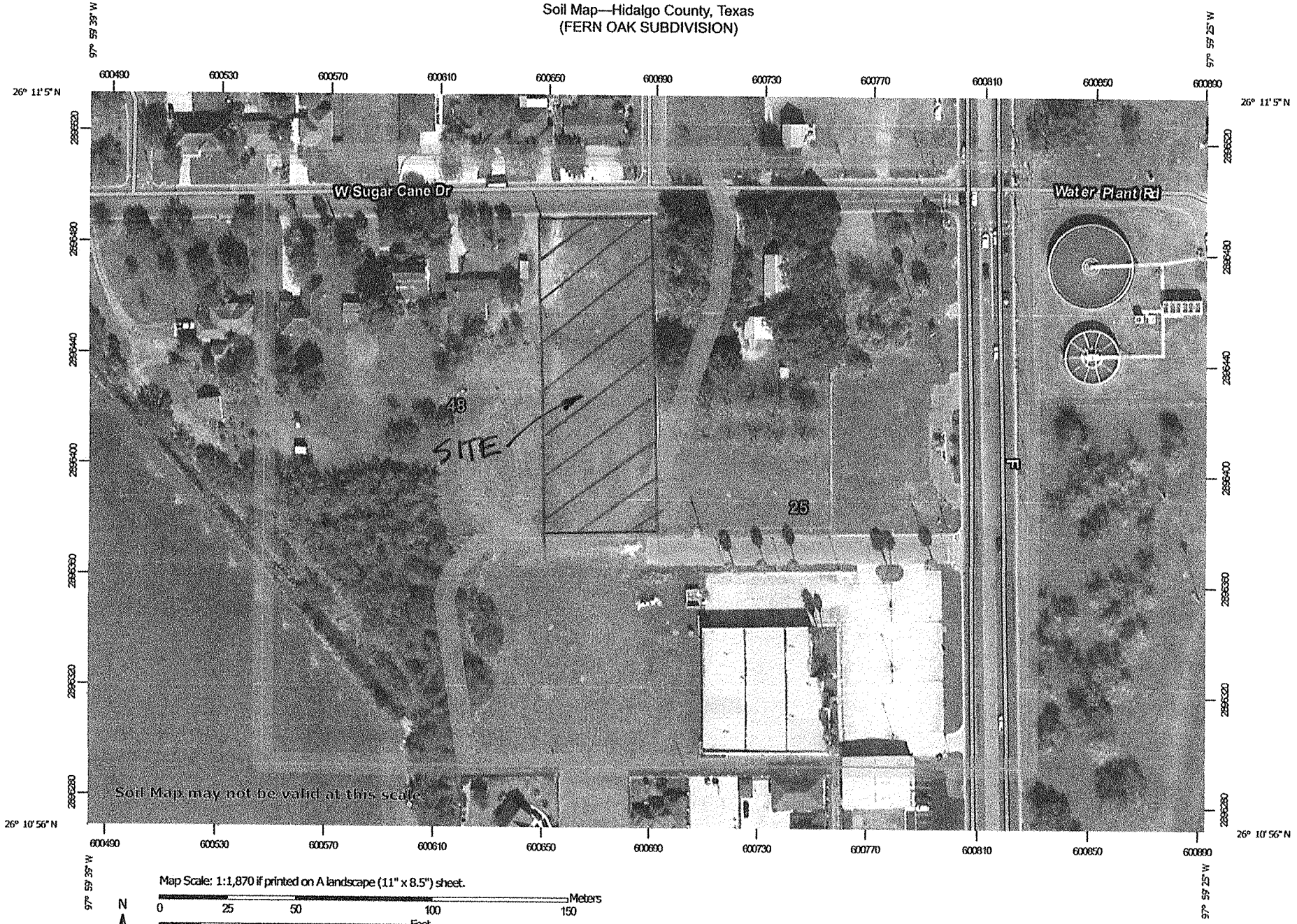
COMMUNITY-PANEL NUMBER
480349 0005 B

EFFECTIVE DATE:
MARCH 4, 1980

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Soil Map—Hidalgo County, Texas
(FERN OAK SUBDIVISION)



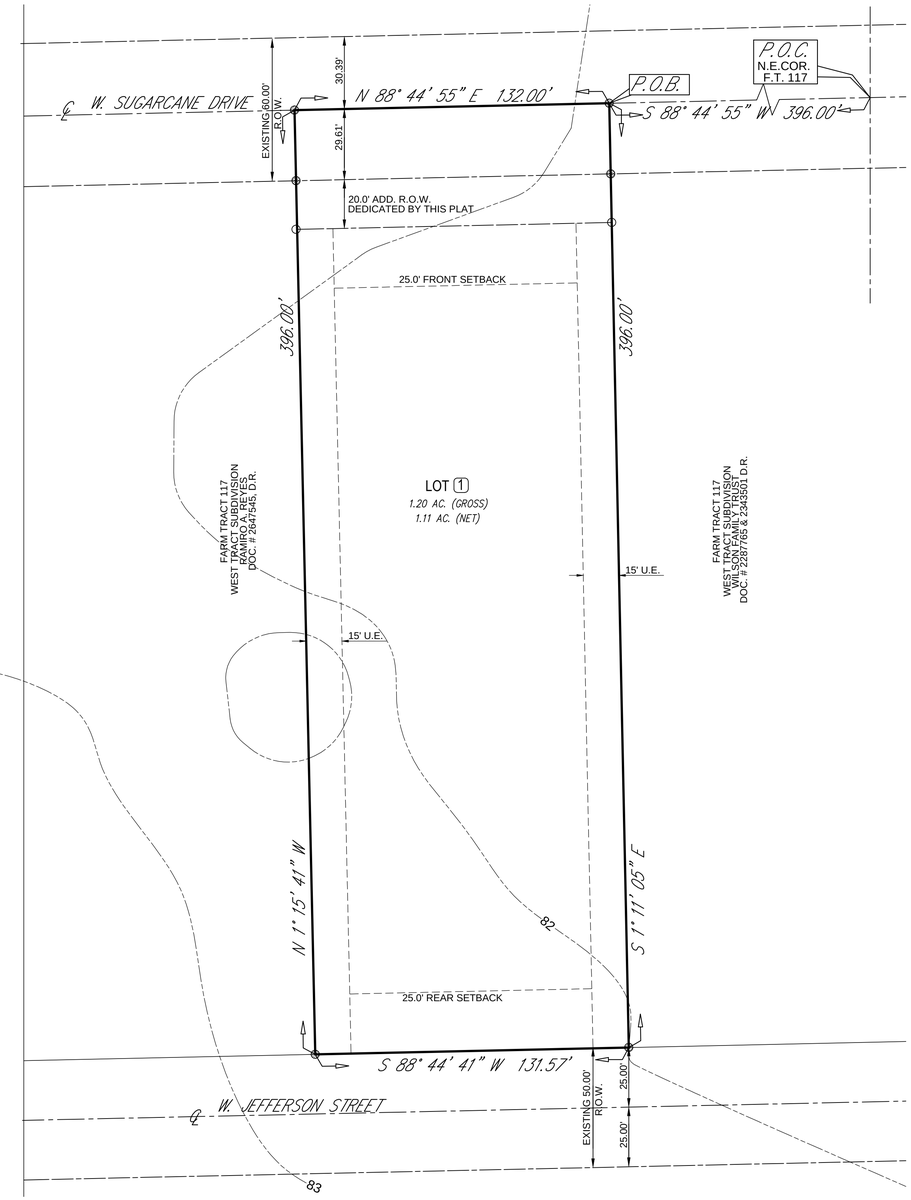
Map Scale: 1:1,870 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 25 50 100 150

Feet: 0 50 100 200 300

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



LEGEND

SET-IR	SET IRON ROD
FND-IR	FOUND IRON ROD
FND-IP	FOUND IRON PIPE
FND-CPS	FOUND COTTON PICKER SPINDLE
D.D.E.	DRAINAGE DETENTION EASEMENT
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
U.E.	UTILITY EASEMENT
D.R.	DEED RECORDS
B.M.	BENCH MARK
F.S.B.L.	FRONT SET BACK LINE

GENERAL NOTES

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: **ZONE "C"** 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 FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL NUMBER **480349 0005 B** MAP REVISED: MARCH 4, 1980.

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

2. SETBACKS AS FOLLOWS:
FRONT.....25.0 FEET
REAR.....25.0 FEET
SIDE.....5.0 FEET OR GREATER FOR EASEMENT.

3. MINIMUM PERMISSIBLE FINISHED FLOOR ELEVATION SHALL BE ELEVATION: 84.00 OR 18" ABOVE TOP OF CURB AT MID POINT OF LOT WHICHEVER IS GREATER.

4. BENCH MARK: TOP OF 1/2" IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF SUGAR CANE ROAD OF THIS SURVEY **ELEV= 82.30**

5. NO STRUCTURES PERMITTED OVER ANY EASEMENTS.

6. DRAINAGE DETENTION REQUIRED OF 0.2500 ACRE-FEET FOR THIS SUBDIVISION

7. NO FILL OR STRUCTURES SHALL BE ALLOWED WITHIN DRAINAGE EASEMENTS, EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF DRAINAGE EASEMENTS.

8. A 5.0' WIDE SIDEWALK IS REQUIRED ALONG NORTH SIDE OF W. JEFFERSON STREET AND SOUTH SIDE OF SUGARCANE DRIVE AT THE TIME OF BUILDING PERMIT.

9. DRAINAGE DETENTION EASEMENTS SHALL BE MAINTAINED FREE AND CLEAR OF DEBRIS AND OR FILL MATERIAL.

10. ADDITIONAL FIRE PROTECTION WILL BE COORDINATED WITH FIRE MARSHAL AT TIME OF BUILDING PERMIT APPLICATION.

11. AT TIME OF BUILDING PERMIT APPLICATION STREET LIGHT FIXTURES WILL BE INSTALLED ALONG SUGAR CANE ROAD AND WEST JEFFERSON ROAD, ALONG PROPERTY FRONTAGE, SPACING OF 300 FEET.

12. LANDSCAPING IS REQUIRED PER CITY ORDINANCE.

METES AND BOUNDS

A 1.20 ACRE TRACT OF LAND CALLED THE WEST 132-FEET OF THE EAST 528-FEET OF THE NORTH 396-FEET OF FARM TRACT 117, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 2, PAGE 34, MAP RECORDS OF HIDALGO COUNTY, TEXAS SAID 1.20 ACRE TRACT OF LAND BEING THE SAME LAND DESCRIBED IN DOCUMENT NUMBER 2120317 OFFICIAL RECORDS AND IS ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF FARM TRACT 117, WEST TRACT SUBDIVISION, **THENCE** SOUTH 88° 44' 55" WEST, WITH THE NORTH LINE OF SAID FARM TRACT 117, A DISTANCE OF 396.00' TO THE NORTHEAST CORNER OF THIS TRACT OF LAND AND THE **POINT OF BEGINNING;**

THENCE SOUTH 01° 11' 05" EAST, WITH THE WEST LINE OF THE WILSON TRACT RECORDED IN DOCUMENT NUMBER 2343502 OFFICIAL RECORDS, AT 29.22' PASS A 1/2-INCH PIPE FOUND AT 30.00' PASS THE SOUTH RIGHT-OF-WAY LINE OF SUGAR CANE ROAD, RECORDED IN VOLUME 2955, PAGE 784, OFFICIAL RECORDS, AT 396.00' IN ALL TO A 1/2-INCH PIPE FOUND AT THE NORTH RIGHT-OF-WAY LINE OF WEST JEFFERSON STREET AS RECORDED IN VOLUME 29, PAGE 140B, MAP RECORDS, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 88° 44' 41" WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID WEST JEFFERSON STREET, A DISTANCE OF 131.57' (DEED: 132') TO A 1/2-INCH ROD FOUND AT THE SOUTHEAST CORNER OF THE TREVINO TRACT RECORDED IN DOCUMENT NUMBER 2495376 OFFICIAL RECORDS FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 01° 15' 41" WEST, WITH THE EAST LINE OF SAID TREVINO TRACT, AT 366.00' PASS THE SOUTH RIGHT-OF-WAY LINE OF SAID SUGAR CANE ROAD, AT 366.39' PASS A 1/2-INCH ROD FOUND AT 396.00' IN ALL TO THE NORTH LINE OF SAID FARM TRACT 117, FOR THE NORTHEAST CORNER OF SAID TREVINO TRACT, AND THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 88° 44' 55" EAST, WITH THE SAID NORTH LINE OF SAID FARM TRACT 117, A DISTANCE OF 132.00' TO THE **POINT OF BEGINNING,** CONTAINING 1.20 ACRES OF LAND MORE OR LESS.

Water and Sanitary Service Statement
For Fern Oak Subdivision - Weslaco, Texas

Presently the site is vacant. New improvements consisting of a driveways, parking lots, and apartment buildings are planned thus a need for domestic water and sewer service is being considered at this time.

There is an existing City of Weslaco potable water main to the north of the lot across Sugar Cane Road. The closest sanitary sewer line is a 8-inch gravity sanitary on the south side of Sugar Cane Road. It is proposed to use the 5/8-water service connected to the existing 8-inch potable water main via a new 8-inch water main across the property to serve this new development with a 5/8-inch water meters from Weslaco.

Sanitary sewer will consist of a 8-inch sanitary sewer line extending south across the property with 4-inch laterals to the apartments, with individual cleanouts.

STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS **FERN OAK SUBDIVISION**, AN ADDITION TO THE **CITY OF WESLACO, TEXAS**, AND WHOSE NAME IS SUBSCRIBED HERETO,HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, PUBLIC ALLEYS, PARKS, PUBLIC WATER COURSES, STORM SEWERS, FIRE HYDRANTS, AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I WILL CAUSE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE **CITY OF WESLACO**, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE **CITY OF WESLACO**.

FERNANDO GARCIA DATE
509 E. PIKE BLVD.
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY **FERNANDO GARCIA,** PERSONALLY APPEARED AND PROVED, THROUGH HIS DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. FURTHERMORE, AFTER BEING DULY SWORN BY ME, HE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED.
ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED. THIS THE ___DAY OF _____, 2017 A.D.

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

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT APPROVED BY **HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9.** THIS THE _____ DAY OF _____, 2017 A.D.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED ON **HIDALGO AND CAMERON IRRIGATION DISTRICT No.9** RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE **HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9.**

SECRETARY **PRESIDENT**

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, **ARTURO GARCIA JR.**, A REGISTERED PROFESSIONAL ENGINEER IN THE **STATE OF TEXAS**, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AS HEREIN SHOWN.

ARTURO GARCIA, JR., PE # 69356 DATE
TBPE: F-5914
ARTURO GARCIA ENGINEERING SERVICES, PLLC
P.O. BOX 4526
McALLEN, TEXAS 7850
PHONE (956) 630-3340

STATE OF TEXAS · ARTURO GARCIA JR. · 69356 · REGISTERED PROFESSIONAL ENGINEER

FOR REVIEW ONLY
MARCH 3, 2017

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, **PABLO SOTO, JR.**, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE **STATE OF TEXAS**, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

PABLO SOTO, JR., R.P.L.S. #4541 DATE
DATE SURVEYED:_____
1208 S. IRONWOOD
PHARR, TEXAS 78577
PHONE (956)782-8277

STATE OF TEXAS
COUNTY OF HIDALGO

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

MAYOR, CITY OF WESLACO ATTEST:_____ **CITY SECRETARY**
DATE:_____ DATE:_____

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE **CITY OF WESLACO**, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN PLANNING & ZONING COMMISSION DATE:_____

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT No.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER 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 ITS ENGINEER TO MAKE THESE DETERMINATIONS

HIDALGO COUNTY DRAINAGE DISTRICT No.1 **BY:** _____

FINAL PLAT OF

FERN OAK SUBDIVISION

WESLACO, TEXAS.

A 1.20 ACRE TRACT OF LAND, OUT OF FARM TRACT 117, WEST TRACT SUBDIVISION, HIDALGO COUNTY TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGE 34; MAP RECORDS, HIDALGO COUNTY, TEXAS.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY, STATE, & ZIP CODE	PHONE	EMAIL
OWNER(S):	FERNANDO GARCIA	509 E. PIKE BLVD.	WESLACO, TEXAS 78596	956-000-0000	(956) 447-2003
ENGINEER:	ARTURO GARCIA, JR	P.O. BOX 4526	MCALLEN, TEXAS 78502	956-630-3340	AGES-PLLC@RGV.RR.COM
SURVEYOR:	PABLO SOTO, JR.	1208 S. IRONWOOD	PHARR, TEXAS 78577	956-782-8277	PABLOSOTOJR54@YAHOO.COM

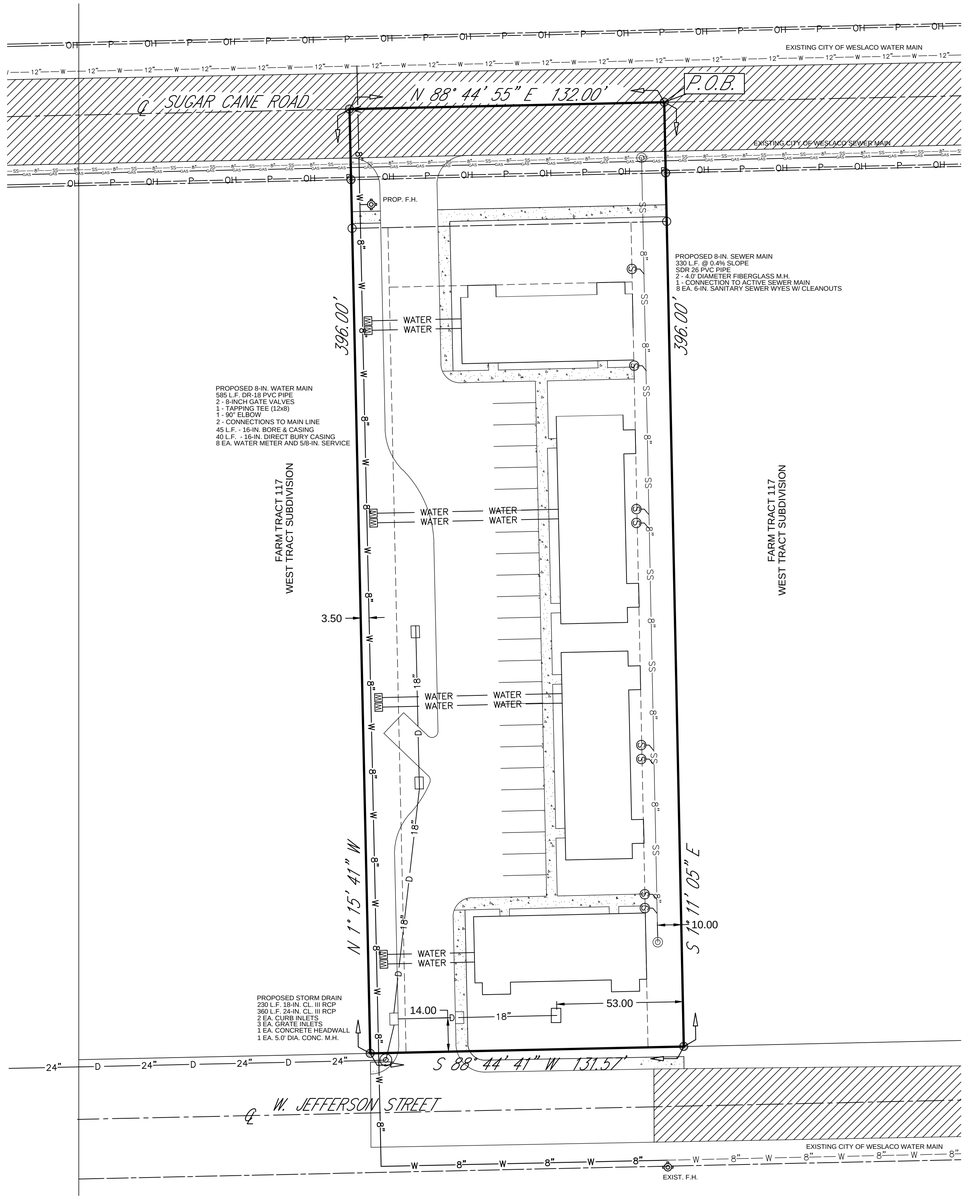
ARTURO GARCIA ENGINEERING SERVICES, PLLC · CIVIL ENGINEERING CONSULTANT

TBPE: F-5914
P.O. BOX 4526 EMAIL: AGES-PLLC@RGV.RR.COM
McALLEN, TEXAS 78501 PH: (956) 630-3340

PROJECT NAME:	FERN OAK SUBDIVISION
PROJECT LOCATION:	WESLACO, TEXAS
PLANS FOR:	FINAL PLAT

REVISIONS

DRAWN BY: A. G.	CHECKED BY: A. G.	SHEET: 1 OF 1	
APPROVED: A. G.	PROJECT No: GARCIA		
DATE OF PREPARATION: OCTOBER 31, 2016			



LEGEND

SET-IR	*SET IRON ROD*
FND-IR	*FOUND IRON ROD*
FND-IP	*FOUND IRON PIPE*
FND-CPS	*FOUND COTTON PICKER SPINDLE*
D.D.E.	*DRAINAGE DETENTION EASEMENT*
P.O.C.	*POINT OF COMMENCING*
P.O.B.	*POINT OF BEGINNING*
U.E.	*UTILITY EASEMENT*
D.R.	*DEED RECORDS*
B.M.	*BENCH MARK*
F.S.B.L.	*FRONT SET BACK LINE*

UTILITY GENERAL NOTES

1. CONTRACTOR TO EXPOSE AND VERIFY ALL UTILITY CONNECTION POINTS AND AREAS OF POTENTIAL CONFLICTS PRIOR TO MOBILIZATION CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY UTILITY CONFLICTS DURING INSPECTION POTHOLE.

2. ALL WATER CONSTRUCTION TO THE POINT OF METERING TO BE IN ACCORDANCE WITH CITY AND OR LOCAL UTILITY PROVIDER'S STANDARDS AND SPECIFICATIONS.

3. ALL PRIVATE UTILITY CONNECTIONS AND OR CONDUITS AS SHOWN ARE ONLY SCHEMATICALLY REPRESENTED. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY PRIOR TO INSTALLATION.

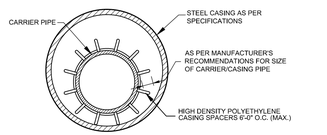
4. CONTRACTOR SHALL VERIFY LOCATION AND FLOW LINE OF EXISTING SANITARY SEWER MAIN TO BE USED, AND SHALL INSTALL SANITARY SEWER LINES AT MINIMUM SLOPES PURSUANT TO CITY, LOCAL UTILITY PROVIDER, AND STATE STANDARDS AND SPECIFICATIONS.

5. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURBS, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.

6. CONTRACTOR SHALL COORDINATE WITH BUILDING PLANS POWER COMPANY, TELEPHONE COMPANY, CABLE COMPANY, AND GAS COMPANY FOR ACTUAL ROUTING OF POWER AND SERVICES TO BUILDINGS.

7. CONSTRUCTION SHALL COMPLY WITH ALL GOVERNING CODES AND BE CONSTRUCTED TO SAME

BORING INSTALLATION		
CARRIER PIPE SIZE	PIPE CASING SIZE	MIN. WALL THICKNESS
6"	12"	0.250"
8"	16"	0.250"
10"	18"	0.344"
12"	21"	0.344"
14", 15"	24"	0.344"
16"	26"	0.344"
18"	30"	0.375"
24"	36"	0.375"
36"	48"	0.625"



UTILITY LINE BORE DETAIL
N.T.S.

GENERAL NOTES

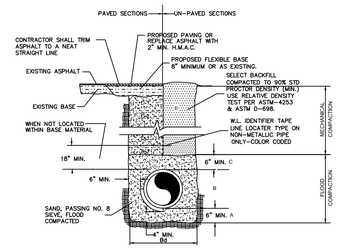
1. ALL STEEL CASING SHALL BE WELDED, AND IN ACCORDANCE WITH CITY REQUIREMENTS.

2. STEEL CASING SHALL BE CLOSED AT EACH END USING BRICK OR BLOCK AND MORTAR GROUTED.

3. CASING SPACERS SHALL BE USED TO INSTALL THE CARRIER PIPE INSIDE THE ENCASEMENT PIPE. CASING SPACERS SHALL FASTEN TIGHTLY ONTO THE CARRIER PIPE SUCH THAT WHEN THE CARRIER PIPE IS BEING INSTALLED THE SPACERS WILL NOT MOVE ALONG THE PIPELINE. CASING SPACERS SHALL BE DOUBLED ON EACH END OF THE ENCASEMENT.

4. PROJECTION TYPE CASING SPACERS SHALL BE CONSTRUCTED SECTIONS OF HIGH DENSITY POLYETHYLENE. THE FLEXIBLE SECTIONS SHALL BE JOINED TOGETHER AROUND THE PIPE TO PROVIDE A MINIMUM OF 16 PLASTIC PROJECTIONS PER SPACER SECTION.

5. INSTALLATION AND SIZE OF SPACERS SHALL BE PER MANUFACTURER'S RECOMMENDATIONS.



A SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE (MIN. THICKNESS=6")

B SAND BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, HAND TAMPED) Bd TRENCH WIDTHS SHALL BE PIPE O.D. + 12" OR IN ACCORDANCE WITH ASTM 2321 FOR PVC PIPE.

C SAND BACKFILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, HAND TAMPED)

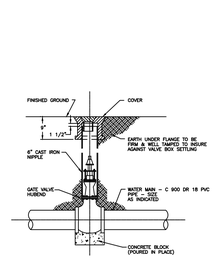
D-1 (CITY STREETS, PARKING AREA, SELECT EXCAVATED BACKFILL MATERIAL COMPACTED TO 95 SPD (6" LIFTS, MECHANICAL COMPACTION)

D-2 (STATE MAINTAINED ROADWAY) COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7 PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698

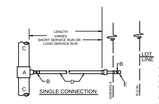
E SELECT EARTH BACKFILL COMPACTED TO 90 FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95 DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

WATER LINE BEDDING DETAIL
SCALE: N.T.S.

NOTE: SHOULD A CONFLICT BETWEEN THIS STANDARD AND THE RECOMMENDATION OF ANY GEOTECHNICAL REPORT ARISE, WRITTEN APPROVAL MUST BE RECEIVED BY CONTRACTOR FROM THE CITY. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF EITHER.



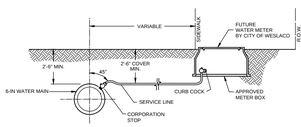
VALVE & BOX INSTALLATION
N.T.S.



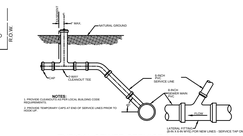
GENERAL NOTES
1. ALL CONNECTIONS, GREATER THAN 3 IN, A 2-IN VALVE WILL BE REQUIRED.
2. METER BY CITY FORCES.

TYPICAL WATER SERVICE
A - 3/4-IN CORPORATION STOP
B - 3/4-IN CORPORATION STOP
C - 6-IN PVC CW0 DR18 WATER MAIN
D - 1-IN SERVICE TUBING (AWWA C901, 200 PSI) - CM SIZED FOR DEMAND.
E - 3/4 IN ANGLE OR CURB STOP

TYPICAL WATER SERVICE INSTALLATION



TYPICAL WATER METER BOX INSTALLATION
N.T.S.


MANUFACTURED SWEEP BEND
NATURAL GROUND
CLEANOUT TEE
6" MIN. COVER
SERVICE LINE
6" MIN. COVER
6" MIN. CLEARANCE
6" MIN. CLEARANCE
6" MIN. CLEARANCE

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-824
From: Arnold Becho	
Subject: Discussion and consideration to accept the most advantageous bidder, SmartCom Telephone, as the vendor for internet access services submitted in response to the Library's Request for Proposal within the E-Rate Year 20 cycle (Fiscal Year 2017-2018), and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.)	
Background: The Schools and Libraries Program of the Universal Service Fund (E-Rate) makes discounts available to eligible schools and libraries for telecommunication services, internet access, and internal connections. As part of the E-Rate application process RFPs are solicited for various services and evaluated by staff. The City is only responsible for approximately 10% of cost, the ERate granting agency covers the remainder. Staff evaluated the aforementioned vendor as providing the most advantageous proposal. Possible action. (Staffed by the Library Department)	
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: NA
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: The competitive bidding was open online on the City's website for at least 28 days as required by the School and Libraries Program of the Universal Service Program Fund (E-Rate). 28-Day Waiting Period: Wednesday, January 28, 2017 to Tuesday, February 14, 2017 Bid proposals were open on Wednesday, February 15, 2017 at 3:00 PM.
Advisory Review, if any (name of board/committee, date of action, recommendation)**:** The Weslaco Public Library Board approved SmartCom as the prospective vendor for Internet Access of the E-Rate 2017-2018 within the confines of the School and Libraries Program of the Universal Service Program Fund (E-Rate).

Martin Mata	Created/Initiated
Arnold Becho	Approved
Jose Peña	Approved

Mary Barrera	Approved
Mike Perez	Final Approval

City Manager Comments:

Staff Recommendation:

Staff recommends SmartCom Telephone as the vendor for internet access services.

Attachments, if any:
Memo - Request to Accept Smartcom as the Vendor for Internet Services 2017, SmartCom Telephone, Foremost Telecommunications, Spectrum Enterprise

Responsibilities upon Approval:

The library and the City Secretary's office will assist the Mayor in executing the contract. The contract will then be implemented by the Library and the IT department.

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

February 23, 2017

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Olga M. Noriega, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Martin J. Mata, Maria Barrera, Homer Rhodes, Jose Pena
Fr: Arnoldo Becho, Library Director
Re: Authorization to Accept Smartcom as the Vendor for Internet Services

The library annually participates in the ERate program which provides an approximately 80% to 90% discount for various technology services and equipment. At this time the next step in the process is to gain authorization to accept the most advantageous bidder for Internet services. Smartcom has submitted the best proposal in response to the library's RFP.

Smartcom was among three proposals received. Among these proposals, Smartcom and Foremost, both submitted excellent pricing options on 500 X 500 mb service. Smartcom's internet service will average approximately $130 with ERate funding and $1,250 without ERate funding per month. Foremost's internet service will average approximately $100 with ERate funding and $975 without ERate funding per month. Spectrum also made a bid at $170/$1,700 per month. The higher price coupled with the fact that service by Spectrum this year has been poor, prompted us to eliminate their bid.

The Library will be recommending Smartcom due to the fact that the references we received regarding Foremost were not satisfactory. They do not service a public library to our knowledge and none of the references contacted used Foremost as their primary internet service provider. We fully expect to pay the ERate discount amount. The difference in the ERate discounted amount is only $30 per month. The library has had excellent experiences with Smartcom in the past. Smartcom has always provided excellent customer service, superior response time, and very little downtime.

The city contribution for this project will come from within this year's and next year's budget because the term is from July 2016 to June 2017. We will not require any budget amendment or additional funds.

The library has been a successful partner with E-rate for over 10 years. The program has provided millions in cost savings and we look forward to seeing the partnership continue. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

Arnoldo Becho
Library Director, City of Weslaco
Phone: 956.973.3144
Email: abecho@weslacopl.us

SmartCom Telephone

COPY

SMARTCOM TELEPHONE, LLC

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY

E-Rate Round 20 Funding Year 17
RFP #2016-17-12

Allowable Contract Date: Wednesday, February 15, 2017
Time: 3:00 PM

Submitted to:

Homer Rhodes
Purchasing Agent
Finance Department
Weslaco City Hall
255 South Kansas Avenue
Weslaco, Texas 78596-6158

Submitted by:

Robert Sanchez
rsanchez@smartcomtelephone.com
Government and Education Specialist
Smartcom Telephone, LLC
600 Ash Avenue
McAllen, Texas 78501
SPIN# 143020929

SmartCom Telephone

COPY

SMARTCOMTELEPHONE, LLC.

Monday, February 13, 2017

Smartcom Telephone, LLC.
600 Ash Avenue
McAllen, TX 78501
956-687-7070

Homer Rhodes, Purchasing Agent
Finance Department
Weslaco City Hall
255 South Kansas Avenue
Weslaco, Texas 78596-6158

RE: E-Rate Round 20 Funding Year 17, RFP #2016-17-12

Mr. Rhodes,

Smartcom Telephone, LLC. is pleased to submit a response to your RFP #2016-17-12.

As we have done in the past, SmartCom will continue to provide excellent service under the E-rate program.

SmartCom has provided pricing for elements of the RFP #2016-17-12 to include Internet Access Services.

Please feel free to call me if you have any questions. My direct line is 956-213-1274. My fax number is 956-213-1203. You can also e-mail me rsanchez@smartcomtelephone.com.

Regards,

Robert Sanchez
K-12 Account Specialist

SMARTCOM TELEPHONE, LLC

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY

E-Rate Round 20 Funding Year 17
RFP #2016-17-12

Allowable Contract Date: Wednesday, February 15, 2017
Time: 3:00 PM

Submitted to:

Homer Rhodes
Purchasing Agent
Finance Department
Weslaco City Hall
255 South Kansas Avenue
Weslaco, Texas 78596-6158

Submitted by:

Robert Sanchez
rsanchez@smartcomtelephone.com
Government and Education Specialist
Smartcom Telephone, LLC
600 Ash Avenue
McAllen, Texas 78501
SPIN# 143020929

City of Weslaco

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Gerardo "Jerry" Tafolla, Mayor Pro-Tem, District 4
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Olga M. Noriega, Commissioner, District 3
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

CITY OF WESLACO
Request for Sealed Proposals

The City of Weslaco hereby requests sealed proposals for the following
E-Rate Internet Access / RFP No.: 2016-17-12

Sealed proposals addressed to Homer Rhodes, Purchasing Agent will be accepted at the Weslaco City Hall Purchasing Department, 255 S. Kansas Ave., Weslaco, Texas 78596, until **3:00 pm on February 15, 2017** at which time they will be opened and read aloud. **Please mark envelope, "Sealed Proposal – E-Rate Internet Access / RFP No.: 2016-17-12."**

Potential Respondents are advised that the proposal documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Ave., Weslaco, Texas 78596, or by calling (956) 447-2240. Be advised that if your company is contemplating on submitting a proposal you must submit an "Intent to submit form", so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, telephone and fax as well as contact person).

The City of Weslaco reserves the right to accept any and all proposals and to waive any informalities in the proposing or to accept the proposal to be the best and most advantageous to the City and to hold proposals for a period of forty-five (45) days from the date of the proposal opening without taking action for the purpose of reviewing the proposals and investigation of respondent's qualifications prior to proposal award. Proposals submitted past the aforementioned date and time will not be accepted.

City of Weslaco

Homer Rhodes
hrhodes@weslacotx.gov
Purchasing Agent

VENDOR'S NOTICE OF INTENT TO SUBMIT A PROPOSAL

If you intend to submit a proposal for E-Rate Internet Access for the Mayor Joe V. Sanchez Public Library with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **February 7, 2017** so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes
City of Weslaco
Purchasing Office, Finance Dept.
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240
Fax: 956.969.8452
hrhodes@weslacotx.gov

Name: Robert Sanchez Signature:

(print / contact person)

Title: Government and Education Specialist Company/Agency: Smartcom Telephone, LLC.

Mailing

Address: P.O. Box 3097 City/State/Zip: McAllen, Texas 78502

Phone: 956-687-7070 Fax: 956-213-1203

Email Address: rsanchez@smartcomtelephone.com

ALL QUESTIONS MUST BE DIRECTED TO HOMER RHODES AND WILL BE ANSWRED VIA ADDENDA

Proposal No.: 2016-17-12

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

January 18, 2017

The City of Weslaco is accepting proposals for:

Mayor Joe V. Sanchez Public Library
ERate Internet Access
Request for Proposal #2016-17-12

Objectives of this RFP
The City of Weslaco Public Library invites prospective vendors to submit a proposal to enhance and maintain current Internet Access and supply automated services within the confines of the Schools and Libraries Program of the Universal Service Fund guidelines (E-rate).

We intend to provide an equitable, level and fair format for submission and evaluation of proposals, in accordance with applicable E-rate guidelines and procedures. This Request for Proposal (RFP) provides the relevant background and capacity of desired operational specifications and requirements, and the evaluation factors we will use to select the successful vendor. There is **NO** Texas Department of Information Resources (DIR) requirement for consideration. Prospective vendors **do not** need to be DIR contracted or DIR vendors to have their proposal considered.

The term of any accepted proposal shall be shall be one year from the date of implementation, or as otherwise defined by Universal Service Fund guidelines (E-rate), and may be renewable annually as provided for under E-rate guidelines or consented to by the City of Weslaco City Commission.

This Request for Proposal (RFP) provides potential vendors with the relevant operational, performance, application, and architectural requirements of the system. This RFP specifically request proposals for the successful vendor to provide internet access using the library's existing network hardware, software and fittings, as well as anticipated upgrades. **The Mayor Joe V. Sanchez Public Library is requesting proposals to obtain bandwidth at 500Mbps upload and 500Mbps download of unlimited Internet Access. The library reserves the right to consider other options as well.** The preferred main location will be located at City of Weslaco Public Library, 525 South Kansas Avenue, Weslaco, Texas 78596.

All vendor-installed equipment shall integrate with current Cisco equipment and software, or reasonably expected upgrades thereto. The vendor shall guarantee full compatibility at peak efficiency, with the equipment in place at the time of installation.

This RFP is funded through the E-Rate program; however, there is no guarantee of E-Rate funding. The award of this RFP by the City of Weslaco Council is not a guarantee of purchase. Decisions to purchase E-Rate eligible items may be dependent upon E-Rate funding and the needs of the City of Weslaco. If no E-Rate funding is provided to the Mayor Joe V. Sanchez Public Library this RFP will be null and void.

Internet Access
Current Internet connectivity equipment contains of a Cisco, and a point-to-point fiber optic connection (200 Megabits per second).

Requirement of: Internet services request per calendar year of fiber-optic or equivalent support of 500 Megabits with local dedicated 24/7 technical customer care based in Rio Grande Valley (RGV) - Texas.

General
City of Weslaco Public Library is located at 525 South Kansas Avenue in Weslaco, Texas. It serves a population of 57,000 in the city proper and surrounding areas.

Internet load
The current internet load consists of over 200 computers, which are networked into Cisco equipment and Cisco and/or Dell servers, and supporting hardware and software. We are able to provide wireless access greater than 300 wireless devices at one time.

Current telecommunications and data
Verizon Southwest provides local phone service and Primary Rate Interface T-1 voice trunk services. AT&T provides long-distance service.

Current internet access
Time Warner Cable Business Class / Spectrum Business is the library's current internet service provider. Vendor should design, integrate, and test installations systems to Cisco hardware and components at the main location. We wish to keep fiber optic technology as the mode of Internet access.

Right to Reject
The City of Weslaco reserves the right to reject any, all, or portions of responses to this RFP even if all the stated requirements are met. In addition, the City may enter into negotiations with more than one vendor simultaneously and award the transaction to any vendor in negotiations without prior notification to any other vendor. The City reserves the right to select portions of the proposals while rejecting

other portions. The Awarding of the proposal will take place at a City Council meeting to be announced at a later date.

Installation Terms
The successful proposal shall provide the following services and requirements at no additional cost above the initial proposal price on equipment or furniture. The proposal should include the cost of installation, transportation of the items to the building, location of the items at their proper location within the building, uncrating, complete assembly, and adjustment by a trained installation mechanic with removal of all debris. Equipment is to be complete including operating/owner's manuals, wiring, and piping. The equipment should be made ready for electrical and/or fluid service connection by the City of Weslaco. After connections, vendors must ready the machine, start up, analyze, and correct any malfunctions of the equipment. Vendors should provide all material equipment and labor to place machinery in top operating conditions and to fully assemble furniture.

Vendor References and Qualifications
Vendors must provide a minimum of five references (public libraries in the RGV are preferred). These references must be for projects that are similar in scope, design, and have been completed by the vendor within the last three years. References that are not positive will be grounds for vendor disqualification. Vendors should provide reference names and phone numbers, and emails of the primary contact person. Vendors must supply the number of employees with maintenance of technical certifications that includes Microsoft and Cisco or equivalent.

The City of Weslaco requires that vendors furnish a certificate of insurance as required by Texas Labor Code 406.096. Coverage must be as follows (minimum amounts):

Worker's Compensation	Statutory Limit
Comprehensive General / Liability Occurrence	$1,000,000
Bodily Injury Property / Damage Aggregate	$1,000,000
Comprehensive Auto	$1,000,000

RFP EVALUATION FACTORS

Instructions to vendors (10 points)

Project Schedule
By allowed date within 28-Day Waiting Period
Wednesday, January 18, 2017 to Wednesday, February 14, 2017

Vendor selection and contract date will be at the 28-Day Waiting Period.

Closing Time and Date
Responses to this RFP must be submitted in sealed packages on or before
Wednesday, February 15, 2017 on or before 3:00 p.m.

Delivery shall be made during normal working hours (M-F 8:00am to 5:00pm) unless prior approval has been obtained from Purchasing Agent Finance Department.

Response and Submission

Inquiries and responses shall be sent to:

Homer Rhodes
Purchasing Agent
Finance Department
Weslaco City Hall
255 South Kansas Avenue
Weslaco, Texas 78596-6158
(956) 447-2240
hrhodes@weslacotx.gov

Provide three (3) printed copies on company letterhead and one (1) copy saved on USB flash drive in a PDF format, on company letterhead. Proposals will be accepted **Wednesday, February 15, 2017 on or before 3:00 p.m.** At which time they will be opened, but not read publicly, at the office of the Purchasing Agent I Finance Department. The Proposals will be announced publicly at later City Council Meeting. Vendors are responsible to complete the City of Weslaco Purchasing Vendor Application which is located at City's web site. Proposals are to be hand delivered or mailed to Homer Rhodes, Purchasing Agent Finance Department. Failure to do so will disqualify vendor. Incomplete responses will not be considered.

Questions and Clarification

For questions and clarification regarding the terms of this RFP, please contact:

Martin J. Mata
Assistant Library Director
Mayor Joe V. Sanchez Public Library
(Weslaco Public Library)
525 South Kansas Avenue
Weslaco, Texas 78596-6215
(956) 968-4533
mjmata@weslacopl.us

Questions and clarifications asked by any one vendor shall be made available to all on the City's web site (www.weslacotx.gov) as provided in the Schools and Libraries (E-Rate) Form 470. Questions arising out of this RFP must be received in writing by emailed copy on company letterhead. Responses to all questions received in proper time frame will be answered in writing and distributed to all vendors known to have picked up the RFP. In order to assure prompt and timely posting of all questions and clarifications, the deadline for submittal shall be by **Tuesday, February 7, 2017 on or before 3:00 p.m.**

Proposal Period

The term on the contract will be from July 1, 2017 until June 30, 2018.

Response to Questions:

Vendor shall respond to questions as specified by Wednesday, February 15, 2017 on or before 3:00 p.m.

Vendor Background Questions (20 points)

1.) Number of years your company has been in business.

Smartcom Telephone has been in business for 19+ years.

2.) Where is your head office, your sales and customer service offices located?

Smartcom is a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo, Corpus Christi, and Weslaco Texas. Our customer service offices are also located in McAllen, Texas

3.) Where is your billing office?

Smartcom billing offices are in McAllen, Texas

4.) Number of employees in your company.

Smartcom currently staffs 30+ employees

5.) Number of employees in local (RGV) site (if applicable).

Smartcom currently staffs 30+ employees

6.) Number of employees in customer service.

There are 8 staff members that assigned to customer services

7.) Number of employees with technical certifications.

There 5 employees with technical certifications

8.) Number of employees in local (RGV) site (if applicable) with technical Certifications.

There 5 employees with technical certifications

9.) Are your hardware and software dependent on third party vendors for manufacturing?

N/A

10.) Please list any items from current or anticipated equipment which you will not be able to provide maintenance.

N/A: All Smartcom owned equipment can be maintained by Smartcom Tech support

Repair / Response Times (10 points)

1.) How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (M-F 8:00-5:00)

Our network is monitored 24-hours a day by both personnel on-site as well as remote notification to key personnel in the event of network alarms. Average response time during working hours for customer inquiries by phone is less than 3 minutes. E-mail is generally within one hour. Smartcom services level agreement response time onsite is within four (4) hours. See Internet SLA included in this RFP response.

2.) How long will it take for you to have a qualified technician on site outside normal business hours?

Smartcom response time onsite is within four (4) hours for critical systems regardless of extended hours. Non-critical systems, Smartcom response time is within four (4) hours next business day

3.) Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.

Alan Yoder: 956-213-1130

4.) Please provide a direct number for the person(s) who can immediately facilitate repairs during normal business hours (8:00-5:00 Monday-Friday)

Steve Moghadam: 956-213-1133
Howard Hawbaker: 956-213-1165
Robert Sanchez: 956-213-1274

5.) Please provide a direct number for the person(s) who can immediately facilitate evening and weekend repairs.

Smartcom support line 956-687-7070

Future Offerings (10 points)

1.) What new technology does your company plan to utilize in the near future that would be an advantage to the Mayor Joe V. Sanchez Public Library?

Smartcom is in the early deployment stages of a Gigabit Passive Optical Network ("G-PON") in Hidalgo County. In some areas, this will allow for direct fiber service to the business ("FTTB") and Active Ethernet in some areas. In others, it will facility fiber to the node service using copper for the last-mile transport. Either method allows for significantly higher bandwidth than is currently available to users in the Valley area. This is the same technology used for AT&T's "U-Verse" and Verizon's "FIOS" services, neither of which is yet available in the Valley.

Currently Smartcom has increased it presence form East to Western USA. We currently peer with three IXP points in the USA. See Fiber Route Diversity included in this RFP response.

2.) What is the most significant factor affecting the future success of your company and what is being planned to address it?

Texas and the Valley have not suffered the effects of the economic recession that have greatly affected the remainder of the country. However, the belt-tightening that have been required by many business and organizations have caused many managers to take a second look at Smartcom when they may not have seriously considered us before. Smartcom offers local service, local management and local ownership. From the entry-level employee to the CEO, all personnel are based right here in the Valley. This gives us a unique perspective on what goods and services the market needs. Further, Smartcom tries always to keep an eye to "what's next" in terms of products and services. Obviously, deployment of new services are directly tied to the return we can achieve on our investment. However, knowing the area and staying on the cutting-edge of technology allows us to be the proverbial "first kid on the block" to offer them.

Market Differentiation (10 points)

1.) Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.

Our competitors have been known to tell our customers that we merely resell their services. This is absolutely not true. While we have an excellent working relationship with both AT&T and Verizon and work with these companies to deliver our services to your home or business, Smartcom operates its very own state-of-the-art Class V switching systems and fiber-optic networks to connect you to the world!

Smartcom Telephone, LLC is a privately-held Competitive Local Exchange Carrier ("CLEC") based in McAllen, Texas. We were formed in 1999, but our owners, the Yoder family, have been in business in the Valley since the early 1900's. This gives them a unique insight into how the Valley has grown and will continue to grow. Other than being a truly **local** company, what sets Smartcom apart from other providers is that our family of related companies were high-volume telephone *users* long before we became a phone *company*. We remember what it was like to be the customer and even more importantly we remember what we didn't like about doing business with other phone companies! We've made it our mission not to be like the "other guys" in that we try to adapt to our customers' needs, rather than our customers adapting to us. Our sales personnel are trained to look for ways for you, our customer, to save money. Simply put, if you don't need it, we'd rather not sell it to you!

Because we'd rather spend our money on building and improving our networks instead of advertising, we like to joke that we're the best-kept-secret in phone companies for South Texas. Fortunately, our customers are known for doing our advertising for us. The majority of our business comes from referrals made by our existing customers. We're glad to know we're keeping these folks happy enough to spread the news!

Smartcom provide telephone, internet access and Ethernet Private Lines (EPL) services for more than 30 municipal government and school districts in the Valley, plus we provide thousands of phone/PRI lines for other commercial customer, both big and small. We've proven to our customers many times that we have the experience and capabilities to provide for the telephone and internet service needs. We'd like to keep your entity in our current ever-growing list of customers.

2.) Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.

As stated previously, Smartcom's main "claim-to-fame" is that we're located right here in the Valley. We know the people, we know the business and we know the technology that people need. We've

been asked before why it is that Smartcom can provide services that the big companies can't. The answer to that is simple: There really isn't much of anything that Smartcom can provide that the other's can't....however we provide services that they don't. There is a difference. One of the reasons we've been so successful is that we try to adapt our services to the customer's needs...not the other way around. To our customers we're more than just their service provider...we're their friend. We like it that way.

3.) Identify other Public Libraries in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided.

See References Tab for a list of references to contact.

4.) Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite visit, and if so how many, or whether you charge for the actual hours devoted to a project.

For the services quoted on this RFP all labor and installation is included. Smartcom rates are $85.00 per hour one hour minimum with travel included for surrounding cities.

5.) Please provide a minimum of five references (public libraries in the RGV are preferred). For each reference provide names and phone numbers of the primary contact person.

Smartcom currently provides services to Dustin Michael Sekula Memorial Lib, Pharr Public Library, Speer Public Library, Sergeant Fernando de la Rosa Memorial Library, and Hector P. Garcia Memorial Library,. We also have a list of customers that are School Districts, Cities and other business accounts across the valley.

See References Tab for a list of references and contact information.

Proposal and Pricing (40 points)
This section shall be evaluated as one concrete item of up to 40 points.

Service or function	Quantity and/or Capacity:	AMOUNT
Internet Access Services 500x500 Mbps	500Mbps	$1275.00 Monthly
Optional: Internet Access Services 1Gbps X 1Gbps	1Gbps	$1700.00 Monthly
Fiber Transport and Installation Included		Included

Any additional cost, such as instillation, assembly, etc. should be included in the above price. Vendor should provide an exhaustive list of all associated cost within their proposals. Avoiding hidden or unforeseen cost is of the utmost importance. There is NO Texas Department of Information Resources (DIR) requirement for consideration. Prospective vendors do not need to be DIR contracted or DIR vendors to have their proposal considered. Please fill out, sign and submit with your proposal response the enclosed IRS Form W-9 and Vendor Background Questionnaire.

CITY OF WESLACO
PURCHASING DEPARTMENT
VENDOR APPLICATION

Company Name: Smartcom Telephone, LLC.	**Telephone No.( )** (956) 687-7070
Mailing Address: P.O. Box 3097 McAllen, TX 78502	**Fax No. ( )** (956) 213-1203
Physical Address: 600 Ash Avenue	
City, State, Zip McAllen, TX 78501	**Federal Tax I.D. # or Social Security #** 74-2897310
Remit to Address: Same	**City, State, Zip**
E-Mail Address: ayoder@smartcomtelephone.com	
Representative(s) Names(s) & Titles(s) Robert Sanchez, K12 Public Sector Sales	
Type of Organization (check one): ___Individual ___Partnership ✓Corporation ___Non-Profit ___Sole Proprietor ___Other, Specify	
Type of Business (check one): ___Manufacturer ___Wholesaler ___Retailer ___Distributor ___Service Organization ___Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Alan Yoder, President	
What type of product(s) is/are solicited by your company?: Smartcom Specializes in Telecommunications, Phone Systems, ISP Internet Access, and Point to Point Fiber Circuits. **Would you like to be provided with specifications for procurements of such products?:(✓) Yes ( ) No**	
To Be Completed by City of Weslaco: Rec'd by (Purchasing):_____Date Rec'd by (Purchasing):	

The City requires that you furnish a certificate of insurance as required by Texas Labor Code 406.096, prior to commencement of any work/service. Coverage must be as follows (minimum amounts):

Worker's Compensation	Statutory
Comprehensive General Liability	$ 1,000,000
Bodily Injury Property Damage (Per Occurrence)	$ 1,000,000

Please return this form by fax or mail to:

City of Weslaco
Purchasing Department
255 S. Kansas
Weslaco, Texas 78596
Phone: (956) 447-2240
Fax: (956) 969-8452

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☑ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

02/13/2017

Date

Adopted 8/7/2015

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Smartcom Telephone, LLC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
600 Ash Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
McAllen, Texas 78501

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 4 - 2 8 9 7 3 1 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 02/13/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-156388

Date Filed:
01/19/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Smartcom Telephone, LLC.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Mayor Joe V. Sanchez Public Library

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP #2016-17-12
ERate Internet Access

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Yoder, Charles	McAllen, TX United States	X	
Yoder, Dwight	McAllen, TX United States	X	
Yoder, Alan	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

DELIA M. ALONZO
MY COMMISSION EXPIRES
April 22, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Alan Yoder, this the 13th day of February, 20 17, to certify which, witness my hand and seal of office.

Delia M. Alonzo — Delia M. Alonzo — Notary

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

SmartCom Telephone The SMART choice in Telephone & Data Services

SMARTCOM TELEPHONE, LLC

Monday, February 13, 2017

VENDOR PROFILE:

SmartCom Telephone, LLC has been in business for 16+years. We are a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. Our customer service and billing offices are also located in McAllen, Texas. SmartCom currently employees 29+ staff members eight of them which are assigned to customer services.

SmartCom currently provides services to Public Libraries, School Districts, Cities and other business accounts across the valley. Service offering includes Telephone, Hosted VoIP, High Speed circuits [T-1s, PRIs, DS3s, Smart Fiber Circuits 1Gbps-10Gbps, etc.]) See Smartcom Customer List included in this document.

SmartCom Telephone, LLC is certified by the Texas Public Utility Commission as a Competitive Local Exchange Carrier and was issued a Service Provider Certificate of Authority # 60229 on February 19, 1999. SmartCom is fully certified as an E-Rate (USF SLD) telecommunications and Internet service provider (**SPIN 143020929**). SmartCom employees staff with over sixteen (16) years of E-rate experience.

Our network is monitored 24-hours a day by both personnel on-site as well as remote notification to key personnel in the event of network alarms. Average response time during working hours for customer inquiries by phone is less than 3 minutes. E-mail is generally within one hour. SmartCom services level agreement response time onsite is within four (4) hours. SmartCom response time onsite is within four (4) hours for critical systems regardless of extended hours. Non-critical systems, SmartCom response time is within four (4) hours next business day.

Future Offerings:

SmartCom is in the early deployment stages of a Gigabit Passive Optical Network ("G-PON") in Hidalgo County. In some areas, this will allow for direct fiber service to the business ("FTTB") in some areas. In others, it will support facility fiber to the node service using copper for the last-mile transport. Either method allows for significantly higher bandwidth than is currently available to users in the Valley area. This is the same technology used for AT&T's "U-Verse" and Verizon's "FIOS" services, neither of which is yet available in the throughout the Valley.

Texas and the Valley have not suffered the effects of the economic recession that have greatly affected the remainder of the country. However, the belt-tightening that has been required by many business and organizations has caused many managers to take a second look at SmartCom when they may not have seriously considered us before. SmartCom offers local service, local management and local ownership. From the entry-level employee to the CEO, all personnel are based right here in the Valley. This gives us a unique perspective on what goods and services the market needs. Further, SmartCom tries always to keep an eye to "what's next" in terms of products and services. Obviously, deployment of new services is directly tied to the return we can achieve on our investment. However, knowing the area and staying on the cutting-edge of technology allows us to be the proverbial "first kid on the block" to offer them.

P.O. DRAWER 3097 • MCALLEN, TX • 78502-3097
PHONE: 956-687-7070 • TOLL FREE: 888-302-1125 • FAX: 956-213-1247
WWW.SMARTCOMTELEPHONE.COM

SmartCom Telephone *The SMART choice in Telephone & Data Services*

Monday, February 13, 2017

Greetings,

Please allow this letter to serve as an introduction to our company. SmartCom Telephone is a leader in internet, data and telephone services in South Texas. Since we do very little advertising, we jokingly refer to ourselves as the best kept secret in service providers! However, our customers have a tendency to not keep it secret when they tell others of the level of service they are enjoying with us! We think you'll find that we have some very satisfied customers here in South Texas. Some of our clients include:

Rio Grande Valley Municipal Governments:	
City of McAllen	Telephone and Internet Access Services (all city departments)
City of Harlingen	Telephone, Internet and Data Services (all city departments)
City of Pharr	Telephone, Internet and Data Services (all city departments)
City of Brownsville	Telephone Services (Public Utilities, Housing Authority)
City of Palmview	Internet Services (all city departments)
City of Alton	Telephone and Internet Services (all city departments)
City of Mission	Internet Services
City of Weslaco	Internet and Data Services (all city departments)
City of Edinburg	Telephone and Internet Services (All City Departments)

Public School Districts & Public Libraries: (E-RATE)	
Brownsville ISD	Internet and Data Services (District Wide)
Dustin Michael Sekula Memorial Library	Telephone and Internet Services
Edcouch-Elsa ISD	Telephone, Internet Access and Data Services (District Wide)
Edinburg CISD	Telephone, Internet and Data Services (District Wide)
Hector P. Garcia Memorial Library	Internet Services
Hidalgo ISD	Telephone, Internet and Data Services (District Wide)
Hidalgo Public Library	Telephone and Internet Access Services
Jim Hogg County ISD	Telephone, Internet and Data Services (District Wide)
La Joya ISD	Data Services (District Wide)
Laredo ISD	Internet and Data Services
Laredo United	Internet Access Services
Los Fresnos ISD	Telephone, Internet Access and Data Services
McAllen Public Library	Telephone and Internet Access Services
Mid Valley Academy and Gateway Academy	Internet Access and Data Services
Mission CISD	Telephone, Internet and Data Services (District Wide)
Pharr Memorial Library	Internet Services
Pharr-San Juan-Alamo ISD	Telephone, Internet and Data Services (District Wide)
Port Isabel ISD	Telephone, Internet Access and Data Services (District Wide)
Region One Service Center	Telephone Services
Rio Hondo ISD	Telephone, Internet and Data Services (District Wide)
San Benito ISD	Telephone, Internet and Data Services (District Wide)
Sergeant Fernando De La Rosa Memorial Library	Internet Services
Sharyland ISD	Telephone, Internet and Data Services (District Wide)
South Texas ISD	Telephone, Internet and Data Services (District Wide)
Speer Memorial Library	Internet Services
Valley View ISD	Telephone, Internet and Data Services, Hosted Interconnected VoIP
Vanguard Academy	Telephone Services
Weslaco ISD	Telephone Services
Webb CISD	Telephone, Internet Access and Data Services

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Higher Education:	
University of Texas Rio Grande Valley	Telephone and Data Services
Texas A&M	Telephone and Internet Access Services
South Texas College	Data Services

Rio Grande Valley Business Sector:	
AIM Media Texas *(The Monitor, Valley Morning Star, Brownsville Herald, Mid-Valley Town Crier, Island Breeze)*	Telephone, Internet and Data Services
MedCare EMS	Telephone and Internet Services
Holiday Inn Express *(Pharr, South Padre Island, Laredo)*	Telephone and Internet Services (varies by location)
Staybridge Suites *(McAllen, Brownsville)*	Telephone Services
La Copa Hotels *(McAllen, Alamo, Mercedes, South Padre Island)*	Telephone and Internet Services
La Quinta Hotels *(Alamo, South Padre Island)*	Telephone and Internet Services

Even with this short list, you can see that we have a wide variety of customers both in size and type. I'll be happy to provide you with contact names and telephone numbers for any or all of these customers. We would love to add your organization to our list of satisfied customers.

If you are an E-Rate-eligible entity, SmartCom is fully certified as an E-Rate (USF SLD) telecommunications and Internet service provider (**SPIN 143020929**).

Services:

Primary Rate Interface (PRI) – High Capacity Voice Service
SIP Trunking (Voice)
Basic Telephone Services ("POTS")
Long Distance Telephone Services
MPLS Data Transport
Broadband Internet Services Transport (DS1, DS3, Fiber Based 1Gb, 10Gb, 20Gb)
PBX – PBX VoIP – Hosted VoIP – Hosted On Premise VoIP solutions

SmartCom is a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. We operate our own fiber-based interconnection between these facilities. In addition, we purchase redundant transport from local and other carriers to provide a more cost effective solution to our customers. We provide our own call routing using state-of-the-art Taqua Class 5 switching systems, wholly owned by SmartCom.

As you can tell, we get pretty excited when we get to show people what we can do. Moreover, we like showing customers that they actually **do** have a choice in who provides their telephone, Internet Access and Data Transport services. We think our customers have made the *Smart* choice. We hope you do to!

Best regards,

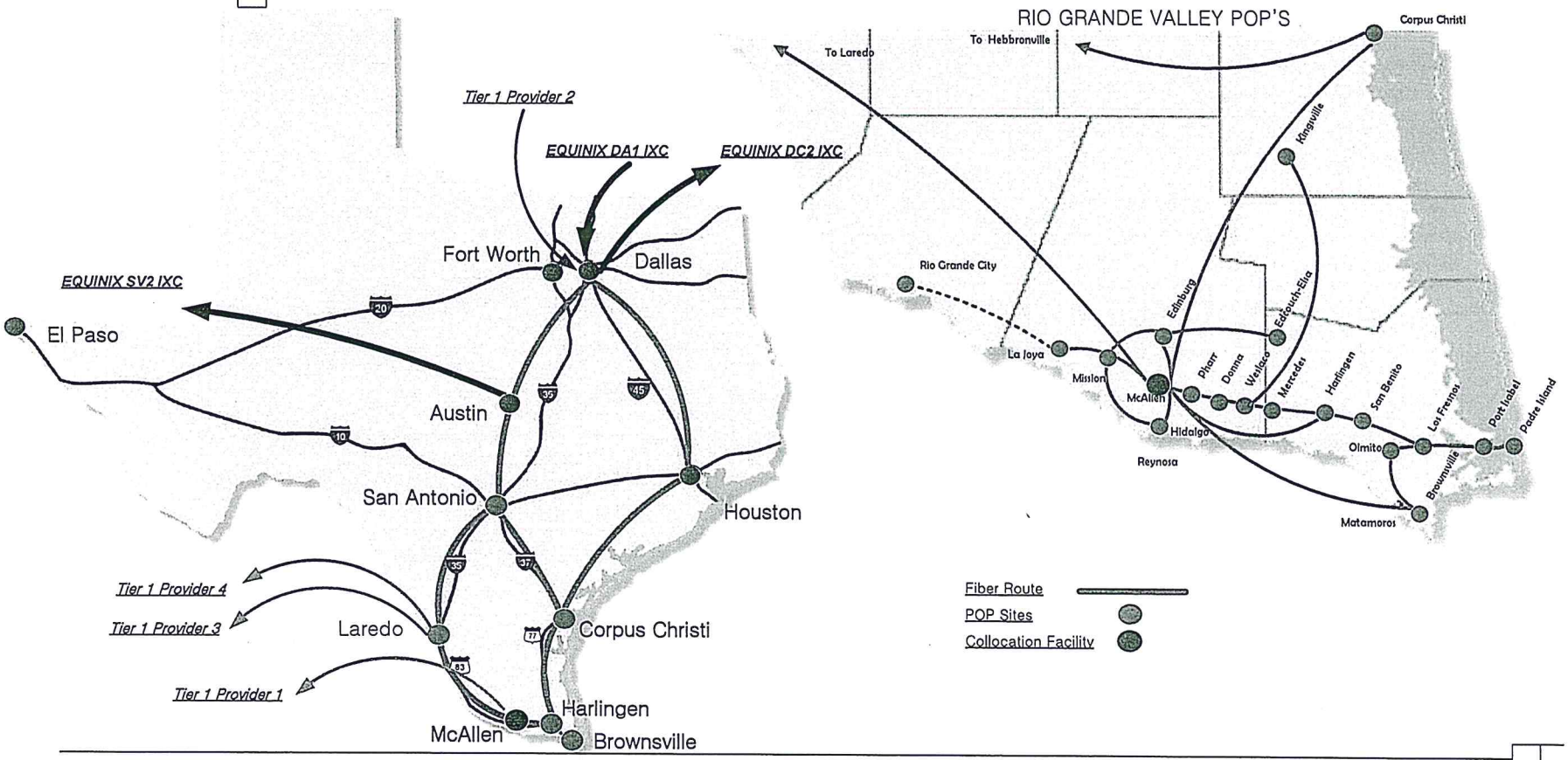
Smartcom Telephone, LLC

P.O. DRAWER 3097 • MCALLEN, TX • 78502-3097
PHONE: 956-687-7070 • TOLL FREE: 888-302-1125 • FAX: 956-213-1247
WWW.SMARTCOMTELEPHONE.COM

October 12, 2016

SmartCom Telephone

Carrier–Diverse Internet Routes



- 24x7 Network Monitoring
- 24x7 Ticketing System and Phone Support
- Quad–homed Tier–1 connections
- Redundant 10 GigE connections
- Redundant Fiber Connectivity scalable to OC–192
- Multi–Redundant Core Routing
- Redundant UPS and redundant diesel generator backup
- Access controlled facility
- Digital video monitoring and recording
- Collocation facilities
- IPv6 Ready Network

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SmartCom Telephone *The SMART choice in Telephone & Data Services*

Smartcom Telephone POP/Colocation Sites					
Equinix Silicon Valley SV2	Equinix Dallas DA1	Equinix Washington DC2			
Santa Clara, CA	Dallas, TX	Ashburn, VA			
Smartcom NOC	MDC	Smartcom POP	Smartcom POP	Smartcom POP	Smartcom POP
McAllen, TX	McAllen, TX	Harlingen, TX	Laredo, TX	Corpus Christi, TX	San Antonio, TX

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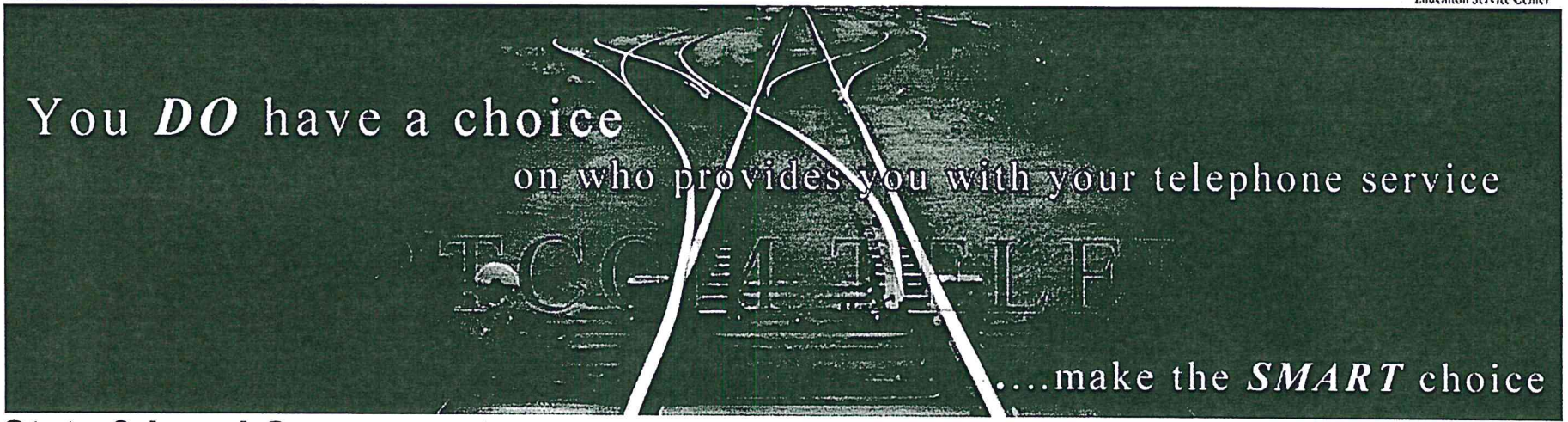
SmartCom Telephone — The SMART choice in Telephone & Data Services

Solutions Provider for Region One Education Service Center



State & Local Government

K-12 Public Sector

Voice & Data - Smartcom Telephone offers plans that include both Voice and Data services. Help your growing organization save money when you combine these services.

PRI Services - Does your organization need more than just a few phone lines and the ability to direct dial a department? Smartcom Telephone can help! We can install PRI(s) for your organization and not only save you money but make calling easier and more efficient! Find out what Smartcom can do for you.

Internet Access &Transport Services- Smartcom Telephone provides Internet Access & transport data plans for the organizations that need more than just telephone lines. With our Internet Access & transport data plans, you can get your organization online at high speed services. Internet Access & Transport services at competitive rates!

Telecommunications	Internet Access & Transport Services	Networking
PRI or SIP Trunking Services	Internet Access	Data Cabling infrastructure
Basic Telephone Services	Transport to ESC1 for Internet Access	Network Hardware Infrastructure
Long Distance Services	Point to Point T-1	Data Center Infrastructure, Collocation Services
Extended Local Calling	MPLS VPN	Storage - SAN, NAS
PBX – VoIP, Hosted VoIP, Hosted On-Premise VoIP	High Speed Digital Transmission (DS3, OC3, Fiber)	Top of Rack Network Infrastructure

Reclaim Your Network

Empowered by Innovation

Dynamic Security for the Global Network

Empowered by Innovation

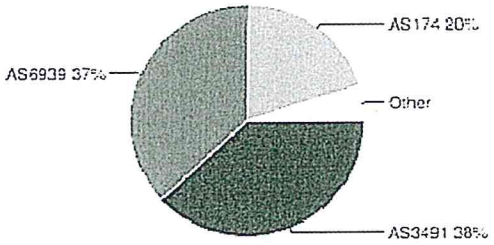
Smartcom Telephone, LLC for Telecommunications SPIN # 143020929 – Alan Yoder Enterprises, Inc for Internal Connections SPIN# 143020902

600 Ash Avenue, McAllen, Texas 78501 • Phone 956.687-7070 • Toll Free 888.302.1125 • Fax 956.213.1203 • www.smartcomtelephone.com

BGP PEERING

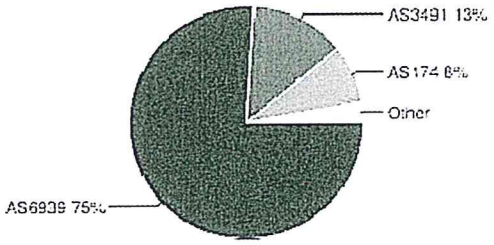
Country of Origin:	United States
Internet Exchanges: 3	Prefixes Announced (all): 18 Prefixes Announced (v4): 17 Prefixes Announced (v6): 1
Prefixes Originated (all): 11 Prefixes Originated (v4): 10 Prefixes Originated (v6): 1	
BGP Peers Observed (all): 29 BGP Peers Observed (v4): 29 BGP Peers Observed (v6): 9	IPs Originated (v4): 19,968 AS Paths Observed (v4): 719 AS Paths Observed (v6): 224
Average AS Path Length (all): 3.459 Average AS Path Length (v4): 3.577 Average AS Path Length (v6): 3.080	

AS14860 IPv4 Peers



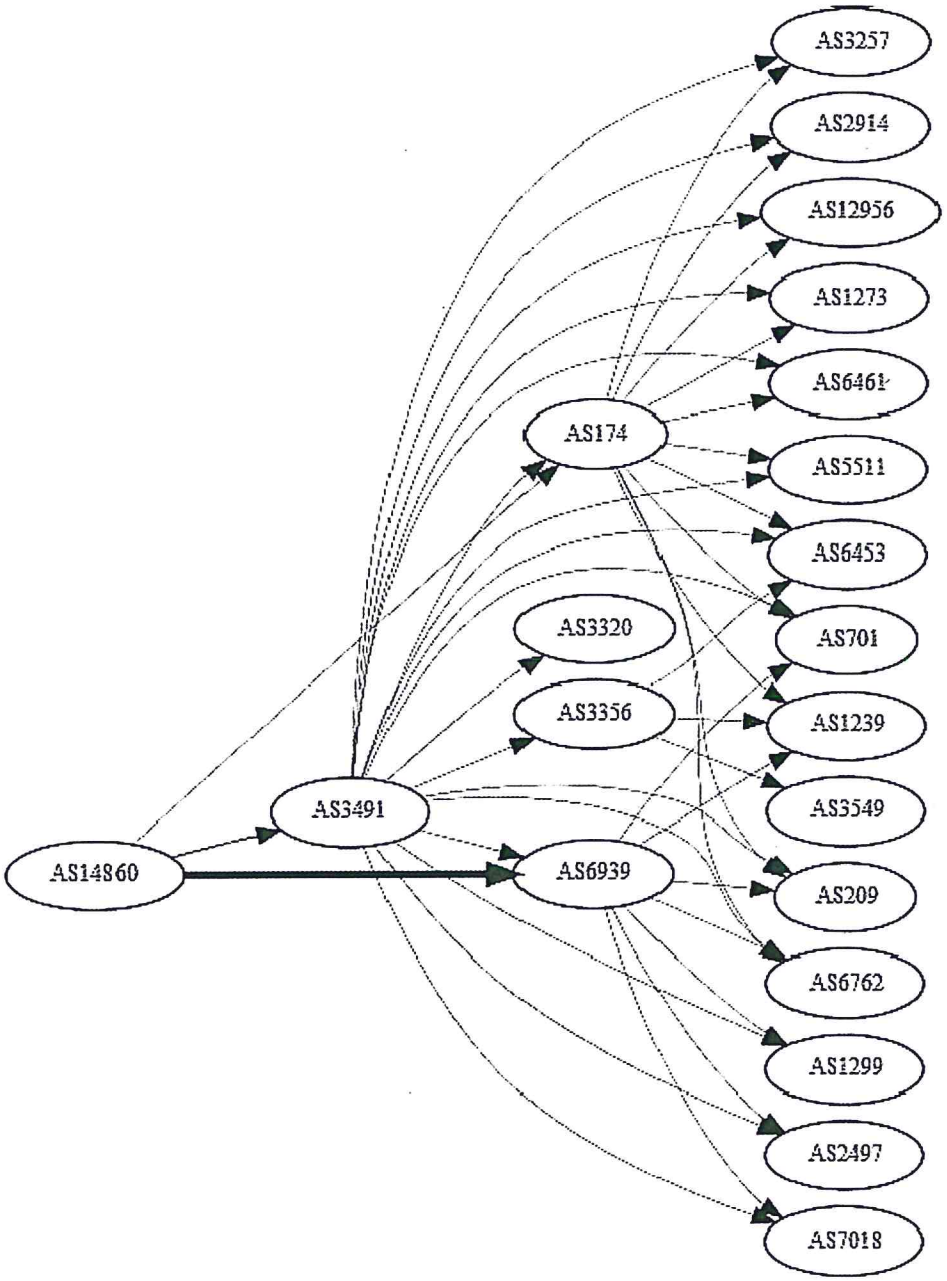
ASN	Name
AS3491	PCCW Global
AS6939	Hurricane Electric, Inc.
AS174	Cogent Communications

AS14860 IPv6 Peers

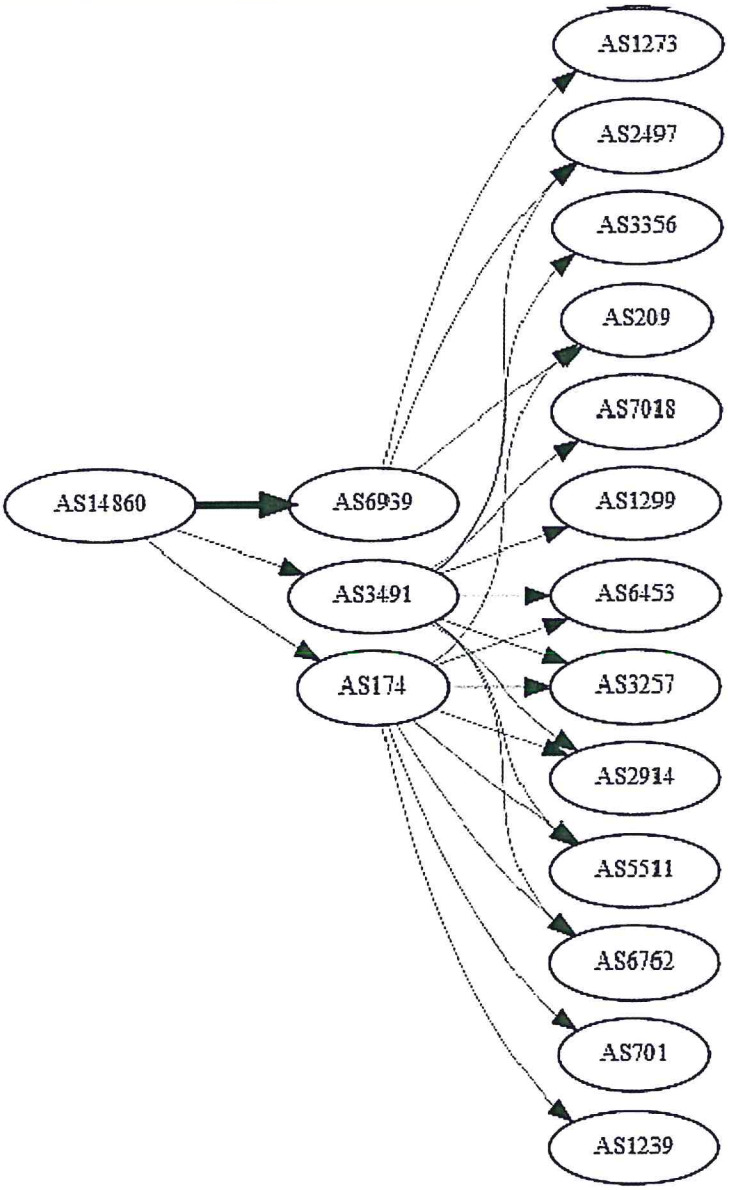


ASN	Name
AS6939	Hurricane Electric, Inc.
AS3491	PCCW Global
AS174	Cogent Communications

AS14860 IPv4 Route Propagation



AS14860 IPv6 Route Propagation



Rank	Description	IPv6	Peer
1	PCCW Global	X	AS3491
2	Hurricane Electric, Inc.	X	AS6939
3	Cogent Communications	X	AS174
4	ALGAR TELECOM S/A	X	AS16735
5	IX Reach Ltd		AS43531
6	Vocus Connect International Backbone		AS4826
7	SG.GS	X	AS24482
8	Gigabit Communications		AS62917
9	Pacnet Global Ltd		AS10026
10	The George Washington University		AS11039
11	Nexicom Inc.	X	AS11666
12	Education Networks of America		AS11686
13	RealConnect, Inc		AS16559
14	CTS Communications Corp	X	AS19653
15	The Fusion Network, LLC	X	AS19754
16	Fibrenoire Inc.	X	AS22652
17	GlobeNet Cabos Submarinos VZLA, S.A.		AS52320
18	ERC Broadband		AS27446
19	XFERNET		AS27630
20	SoftLayer Technologies Inc.		AS36351
21	NETWORK INNOVATIONS, INC.		AS53828
22	BLUEZONE INTERNET INC		AS55025
23	Mercedes Independent School District		AS22461
24	San Benito Consolidated Independent School District		AS40070
25	Brownsville Public Utilities Board		AS22718
26	SUPERIOR CENTRAL STATION, INC.		AS14697
27	LISD		AS54800
28	Mission CISD		AS26670
29	Brownsville Independent School District		AS29753

Rank	Description	IPv4	Peer
1	Hurricane Electric, Inc.	X	AS6939
2	PCCW Global	X	AS3491
3	Cogent Communications	X	AS174
4	Nexicom Inc.	X	AS11666
5	ALGAR TELECOM S/A	X	AS16735
6	CTS Communications Corp	X	AS19653
7	The Fusion Network, LLC	X	AS19754
8	Fibrenoire Inc.	X	AS22652
9	SG.GS	X	AS24482

Exchange	CC	City	IPv4	IPv6
Equinix Ashburn	US	Ashburn	206.126.236.1	2001:504:0:2:0:1:4860:1
Equinix Dallas	US	Dallas	206.223.118.240	2001:504:0:5:0:1:4860:1
Equinix San Jose	US	San Jose	206.223.116.154	2001:504:0:1:0:1:4860:1

SMARTCOM TELEPHONE, LLC ETHERNET PRIVATE LINE
SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") applies to Smartcom Telephone, LLC domestic Ethernet Private Line service ("Service" or "EPL") ordered by customers pursuant to an agreement ("Agreement") between the specific customer ("Customer") and Smartcom Telephone, LLC. Terms not defined in this SLA are defined in the Agreement. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in this SLA.

1. Network Components. The SLA includes all network components of the Smartcom Telephone, LLC EPL network. The Smartcom Telephone, LLC EPL network includes all physical media owned by Smartcom Telephone, LLC, including the network equipment maintained by Smartcom Telephone, LLC at the designated interface demarcation points located in Smartcom Telephone, LLC POPs. The Smartcom Telephone, LLC EPL network does not include local access or any Customer premises equipment or circuits provided by Customer.

2. Circuit Availability. Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be eligible to receive from Smartcom Telephone, LLC a credit, as outlined in this SLA for an Affected Service. "Affected Service" means the particular EPL circuit that fails to meet the Goal.

The availability (Circuit Availability) of a particular EPL circuit, expressed as a percentage, is calculated as follows:

$$\left[\frac{(\text{Applicable Days in Calendar Month} \times 24 \times 60) - (\text{Minutes of Outage on Affected Circuit in Calendar Month})}{(\text{Applicable Days in Calendar Month} \times 24 \times 60)}\right] \times 100$$

The Affected Service will for purposes of this Goal be deemed to be unavailable to Customer only if that Service is subject to an interruption that results in the total disruption of the Service ("Outage"). The length of each Outage will be calculated in minutes. An Outage will be deemed to have commenced upon verifiable notification of the Outage by Customer to Smartcom Telephone, LLC, or, when indicated by network control information actually known to Smartcom Telephone, LLC network personnel, whichever is earlier. Each Outage will be deemed to terminate upon restoration of the Affected Service as evidenced by appropriate network tests by Smartcom Telephone, LLC. Smartcom Telephone, LLC's trouble ticketing system will be the governing source of data for calculating Outage credits. Smartcom Telephone, LLC will give notice to Customer of any scheduled outage as early as is practicable, and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

Credit Schedule for EPL		
Circuit Availability		Remedy (Credit is applied as a % of the MRC for the Affected Service)
Upper Level	Lower Level	
100%	99.999%	0%
<99.999%	99.99%	5%
<99.99%	99.90%	10%
<99.90%	99.50%	25%
<99.50%	0%	50%

3. General.

3.1 Remedies. To be eligible for service credits, Customer must be in good standing with Smartcom Telephone, LLC and current in its obligations. To receive Service credits, Customer must submit the relevant trouble ticket information within 30 calendar days after the date when the relevant SLA Goal was not met. Smartcom Telephone, LLC will determine the credits provided to Customer by applying the applicable remedies set forth in this SLA. A credit will be applied only to the month in which the event giving rise to the credit occurred. The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services. The maximum service credits for Smartcom Telephone, LLC EPL Service issued in any one calendar month will not exceed the stated applicable percentage of the MRC for the Affected Service. Credits in any one month must exceed $25.00 to be processed. If Customer fails to notify Smartcom Telephone, LLC in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to such SLA credits for that month.

3.2 Service Credit Exceptions. This SLA will not apply, and Customer will not be entitled to receive a credit under this SLA, for any event that adversely impacts the Service that is caused by: (a) the acts or omissions, or negligence of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of structures, equipment, applications, facilities or systems not owned or controlled by Smartcom Telephone, LLC; (c) Force Majeure Events including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornados, explosions, lightning, power surges or failures, fiber cuts, strikes, or labor disputes; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide Smartcom Telephone, LLC with accurate, current contact information; (f) Smartcom Telephone, LLC's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) Smartcom Telephone, LLC's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner; (i) improper or inaccurate network specifications provided by Customer; (j) data exceeding subscribed CIR.

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SmartCom
Telephone & Internet

SLA Dedicated Internet Access (DIA)

A. SERVICE DESCRIPTION:

1. Overview:

DIA service provides customer with high-speed connectivity to the Internet. Customers connect either statically or via BGP sessions from the Customer's Autonomous System ('AS") to SmartCom Telephone's AS border routers using one or more permanent in-house cabling, local access and/or backhaul facilities.

2. Customer Responsibilities:

In instances where SmartCom Telephone is not designated as the Customer's primary DNS provider, the Customer is responsible for

a) Obtaining and registering their domain names and for installing, configuring and maintaining their primary, secondary, tertiary, etc. Domain Name servers;

b) If Customer connects via BGP, Customer is responsible for obtaining and maintaining at all times a Local Internet Registry status, as well as IP addresses and at least one (1) Autonomous System ('AS') number from the relevant Regional Internet Registry ('RIR'). In addition, Customer is responsible for ensuring the accuracy of all Customer-related information in the RIR database; ensuring that only registered routes are advertised; and ensuring that an exact match between its registered route objects and its Border Gateway Protocol route advertisements is maintained.

c) If Customer is colocated, configure and maintain the Customer equipment in the collocation facility or purchase remote hands services from SmartCom Telephone.

3. Connectivity:

The Service's connectivity speeds include the following:

- 1.544 Mbps (DS1)
- 44.746 Mbps (DS-3)
- 10-100 Mbps (Fast Ethernet)
- 100 Mbps (Fast Ethernet)
- 1000 Mbps (Gigabit Ethernet)
- 10000 Mbps (10Gigabit Ethernet)

4. Demarcation Points:

The Service is provided by SmartCom Telephone and presented to the Customer at the Demarcation Points. The Demarcation Points are designated in one of the following configurations:

a.) at the Digital Distribution Frame (DDF) or Optical Distribution Frame (ODF) positions in the "meet-me rooms" of the relevant IP POP's.

b.) at the active port of the Local Access provider connection to the SmartCom Telephone Provider Edge (PE) router;

c.) at the designated SmartCom Telephone PE router port;

d.) at network side interface of the Customer Edge (CE) router or smart-jack device for Customer Site delivery. The Local Access circuit and any in-house cabling required to connect the smart-jack device to the SmartCom Telephone network at the Customer Site(s) is included in this option. Any in-house cabling required for interconnecting the smart-jack device and the CE router is not part of this option.

e.) At network side interface of the Customer Edge (CE) L2 switch at the SmartCom Telephone collocation rack (as applicable).

5. Standard Service Features:

1. Available service features include the following:

a.) Setting up a permanent BGP session between the Customer and SmartCom Telephone border routers;

b.) Advertising the Customer provided AS Macro(s) or AS number(s) to the global community in accordance with agreed routing policies;

c.) Assigning and routing SmartCom Telephone IP addresses to Customer;

d.) Advertising the global Internet routing table to the Customer;

e.) Provide DNS if requested;

f.) Permanently passing upstream and downstream traffic resulting from the route advertisements and Customer actions;

2. Optional service features include the following:

a.) Customer Site delivery implemented by providing a dedicated connection between the Customer Site and the closest SmartCom Telephone IP POP via the facilities of a Local Access provider. The connection terminates at the Customer Edge (CE) router located at the Customer Premises and at the SmartCom Telephone Provider Edge (PE) router or DDF or ODF of the Local Access

provider. Connectivity from this DDF/ODF to SmartCom Telephone's network is included in the service.

b.) Secondary (or Primary) DNS services provided by SmartCom Telephone to the Customer. This includes acceptance and installation of a DNS configuration from the Customer on one of SmartCom Telephone's DNS servers, as well as responding to queries with respect to IP addresses and domain names that appear in the configuration.

B. SERVICE LEVEL AGREEMENT

1. Application of SLA:

Where a SmartCom Telephone DIA service provides Internet connectivity via the SmartCom Telephone network, the following SLA parameters apply: network availability, latency service level, packet delivery service level. All credits are subject to the exclusions set forth in Section 6.

2. Network Availability

Average Network Service Availability is defined as the percentage of network up time averaged over regional core nodes in a calendar month. Average Network Service Availability is calculated as follows:

(Hours in month – Unscheduled Outage Hours in month) / Hours in month x 100%

The average network availability guarantee is as follows:

Total Service Outage in any Calendar Month	Service Credit
5 min – 1 Hour	1 Service Credit
Over 1 Hour – 4 Hours	2 Service Credits
Over 4 Hours – 8 Hours	3 Service Credits
Over 8 Hours – 16 Hours	6 Service Credits
For every subsequent 24 hour period	3 Service Credits

Service Credit is defined as: (a) 1/30th of the flat rate monthly charge of the relevant IP Port(s) specified in the Order From, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, Cross connect charges); or (b) 1/30th of the Committed Usage (CDR) monthly charge of the relevant IP Ports(s) specified on the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, cross connect charges).

SmartCom
Telephone & Internet

3. Latency Service Level

Average Latency is defined as the average round-trip delay for IP traffic between the ingress and egress router ports at SmartCom Telephone regional Gateway nodes over a calendar month.

The Average Packet Delivery Service Level is:

Region	Maximum Average Latency
U.S. (City – City)	<= 65ms
Europe (City – City)	
US – Asia[1]	<=275ms
US - Europe	<=120ms
Europe - Asia[2]	<=300ms
Intra-Asia[1]	<=80ms

[1] Hong Kong, Kowloon, Seoul, Singapore, Taipei, Tokyo;
[2] Includes: Bangkok, Jakarta, Kuala Lumpur, Manila, Seoul, Singapore, Taipei, and Tokyo, but excludes India.

PE=Provider Edge IXP=Internet xChange Point

In the event Smartcom Telephone does not meet the Average Latency Service Level, Customer will be entitled to receive a service credit equal to ten percent (10%) of the monthly recurring charge of the affected port.

4. Packet Delivery Service Level

Average Packet Delivery is defined as the percentage of IP packets that are successfully transported between the SmartCom Telephone ingress and egress

Gateway ports within a region in a calendar month. Average Packet Delivery is measured every five (5) minute interval and averaged on monthly basis.

The Average Packet Delivery Service Level is:

Region	Average Packet Delivery
Intra U.S.	>= 99.99%
Intra Europe	
US – Europe	
US – Asia	
Intra Asia	
Europe – Asia	

In the event Smartcom Telephone does not meet the Average Packet Delivery Service Level, Customer will be entitled to receive a service credit according to the following table:

Average Packet Delivery	Service Credit
< 99.9% and >= 98%	1 Service Credit
< 98% and >= 95%	2 Service Credits
< 95%	3 Service Credits

Service Credit is defined as: (a) 1/30th of the flat rate monthly charge of the relevant IP Port(s) specified in the Order From, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, Cross connect charges); or (b) 1/30th of the Committed Usage (CDR) monthly charge of the relevant IP Ports(s) specified on the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, cross connect charges).

Maximum Credit: The service credit for failure to meet the Packet Delivery Guarantee in any particular month shall not exceed three (3) Service Credits.

5. Credit Terms

a) Credit will be granted as provided above only if the service outage is attributed to the SmartCom Telephone Network and is not the result of an event of one of the exclusions set forth in Section 6 below.

b) A claim for a Service Level Guarantee rebate must be sent in writing to the Company within 15 (Fifteen) days from the date that the event giving rise to the claim for the rebate occurred. When making the claim, the Customer must supply the trouble ticket number opened by the SmartCom Telephone Helpdesk.

c) The maximum Service Credit amount for any cause in a month shall not exceed the Monthly Recurring Charge for the affected port.

d) Credit for any given month will be applied within two (2) months from the month in which the credit is accrued.

e) Credits are calculated after deduction of all discounts and other special pricing considerations on the Monthly Recurring Charges for the affected Customer, excluding third party charge, taxes and other surcharges.

f) Any claim for a credit must comply with the requirements set in this Service Level Agreement. If the Customer fails to make a claim in accordance with the requirements, the Customer is taken to have unconditionally and irrevocably

waived its right to claim for the rebate; and make any claim against in respect of the Company's failure to meet the Service Level Guarantee.

6. Exclusions

Computation of Service Level parameters and credits listed in Sections 1 to 4 shall exclude the following circumstances:

(a) Planned service outages or routine maintenance. SmartCom Telephone will provide 72 hours advanced notice prior to conducting any scheduled maintenance.

(b) Interruptions during any period when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.

(c) Interruptions during any period when the Customer has not released the Service to SmartCom Telephone for maintenance or for the implementation of a Customer Order.

(d) Interruptions due to failure of Customer power, Customer Premises Equipment or Customer access circuit provided by Customer or other third parties.

(e) Interruptions caused by the negligence of the Customer, including the provision of inaccurate information and failure to follow agreed-upon procedures.

(f) Interruptions not reported to SmartCom Telephone.

(g) Interruptions occurring prior to Service Date.

(h) Interruptions due to any Force Majeure event.

(i) Delay in service implementation due to an incomplete Customer Order.

(j) Delay in service restoration due to any act of omission by Customer or its Customer or third party suppliers.

C. CHARGES:

Unless otherwise provided, Customer shall be charged on a fixed rate basis as of the date of the Connection Notice. The manner of billing selected will be set forth in each Customer Order. Fixed rate charges for Internet Access Service consists of the following components: (a) a fixed installation charge (nonrecurring) per connection which is payable in advance; and (b) "Flat Rate Billing," fixed monthly recurring charge and, where applicable, (as set forth in an Order Form) (c) "Burstable Billing", usage

based charges which is calculated from the date of the Connection Notice and is payable monthly in arrears.

The minimum interface rate for Burstable Billing option is Fast Ethernet. For Burstable Billing, the Customer contracts for a selected Committed Information Rate and SmartCom Telephone provides Customer the capability to burst up to the layer 3 capacity of the port. The amount of Burstable Bandwidth is derived from the 95th percentile calculation described below. The Burstable Bandwidth Charge described below will be invoiced to the Customer in arrears and is in addition to the Flat Rate Billing for the selected Committed Access Rate.

"Bursted Bandwidth" is calculated as follows (95th Percentile):

> Smartcom Telephone polls the routers for Customer ingress and egress usage at five-minute intervals. The higher usage number for each poll is stack ranked. The top 5% of the usage number is discarded. The next highest measurement shall constitute the Bursted Bandwidth.

The "Bursted Bandwidth Charge" = (Bursted Bandwidth – Committed Access Rate) * (Burstable Bandwidth price per Megabit)

SMARTEL-01 YALONSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/03/2017

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

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

PRODUCER	CONTACT NAME:	
Shepard Insurance Agency 5801 N 10th St Ste 600 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS: shepard@shepins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Lloyds Ins. Co.	38253
INSURED	INSURER B : United Fire Lloyds	43559
Smartcom Telephone, LLC PO Drawer 3097 McAllen, TX 78502	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			65SBMTA1910	02/24/2016	02/24/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			12308013	02/24/2016	02/24/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			65SBMTA1910	02/24/2016	02/24/2017	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF-0001219512	01/01/2017	01/01/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Technology E&O			65SBMTA1910	02/24/2016	02/24/2017	"See Remarks"	

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

Technology E&O
$1,000,000 Each "Glitch" Limit
$1,000,000 Aggregate Limit
$10,000 Each "Glitch" Retention

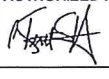
CERTIFICATE HOLDER

City of Weslaco
255 S Kansas
Weslaco, TX 78596

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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SmartCom Telephone The SMART choice in Telephone & Data Services

References Attachment:

School District	Contact Person	Phone Number	Address	E-Mail Address	Service Provided
Dustin Michael Sekula Memorial Library	Leticia Leija, Library Director	956-383-6246	1906 S Closner Blvd, Edinburg, TX 78539	Letty@edinburg.lib.tx.us	Internet Access
Pharr Memorial Library	Adolfo Garcia, Library Director	956-787-3966	121 E Cherokee Ave, Pharr, TX 78577	adolfo@pharr.lib.tx.us	Internet Access
Speer Memorial Library	Mayra Rocha, Library Director	956-580-8755	801 E 12th St., Mission, TX 78572	mayra@missiontexas.us	Internet Access
Sergeant Fernando de la Rosa Memorial Library	Laura Solis, Library Director	956-787-6160	416 N Tower Rd, Alamo, TX 78516	lsolis@alamotexas.org	Internet Access
Hector P. Garcia Memorial Library	Marisol Vidales, Library Director	956-565-2371	434 S Ohio St., Mercedes, TX 78570	mvidales@cityofmercedes.com	Internet Access

600 Ash Avenue, McAllen, Texas 78501 • Phone 956.687-7070 • Toll Free 888.302.1125 • Fax 956.213.1203 • www.smartcomtelephone.com

SmartCom Telephone The SMART choice in Telephone & Data Services

Contract No: MJSLIB-17-C-0002

RFP #2016-17-12
PROPOSAL ACCEPTANCE AND AGREEMENT

THIS AGREEMENT is entered into by and between Mayor Joe V. Sanchez Public Library ("customer") address at 525 South Kansas Avenue, Weslaco, Texas 78596 and Smartcom Telephone, LLC. ("Smartcom") address at 600 Ash Avenue, McAllen, Texas 78501, for the purpose of establishing the terms and conditions under which Smartcom will provide Internet Access Services. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer Internet Access Services as listed under Services below:

Services	Location Name	Address	Total Monthly
Internet Access 500Mbps	Mayor Joe V. Sanchez Public Library	255 S Kansas Ave., Weslaco, TX 78596	$1275.00

Plus applicable regulatory fees and surcharges

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of twelve (12) months, commencing on July 1, 2017 through June 30, 2018 with a voluntary extension for two (2) additional twelve (12) month terms, unless notification is given in writing of the CUSTOMER's decision prior to expiration of the initial term. Otherwise, if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by Smartcom shall remain the property of Smartcom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give Smartcom the right, without liability, to temporarily disconnect service. To restore service will require payment of any unpaid balance and a reconnect charge. The charge for reconnecting is $50.00 per site. If service is not restored within ten (10) calendar days, the service will be permanently disconnected. To restore service after permanent disconnect, pre-payment of full unpaid balance, early termination charge, and new installation charges will apply.

RETURNED CHECKS: A returned check will be considered non-payment of the account. A $35.00 processing fee will be charged on all returned checks.

APPROPRIATE USE. Appropriate use of Smartcom's Services. Customer agrees to maintain all passwords as private and confidential information. Customer agrees to use its Smartcom account in a way that conforms to all applicable laws and regulations. Customer understands that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings (Spam) and advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for Smartcom, and would be a likely cause for the termination of Customer's account. Customer specifically agrees not to make any attempt to gain unauthorized access to any other systems or networks. Customer agrees to abide by Smartcom's Subscriber Acceptable Use Policy.

Customer's Initials: _____

600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1247 (fax)

INTERNET CONTENT. Customer understands that the information available through Smartcom or interconnecting networks may not be accurate, including the content displayed on the Smartcom Desktop. Customer understands that the some of the information available through Smartcom or interconnecting networks may be intended for adult audiences. Any filtering of internet content will be the sole responsibility of Customer.

SECURITY POLICY. Customer understands that internetworking communications are not secure, and may be subject to interception or loss. Smartcom makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the use of its Smartcom network. Customer understands that the use of its Smartcom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. Smartcom will not be liable for damages arising out of unauthorized access to Customer's network.

CUSTOMER PROVIDED EQUIPMENT (CPE). Smartcom is not responsible for equipment purchased/installed by Customer. Smartcom will not work on, or open any Customer-owned or personal computers. Any equipment purchased from Smartcom becomes Customer Provided Equipment (CPE) upon installation.

INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install the service to the Demarc, Intermediate Distribution Facility (IDF), Main Distribution Facility (MDF) or Customer designated area at the Customer's premises at the Customer's request. Customer will provide, or through a third party vendor, inside wiring and jack work.

Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a $45.00 "no show" fee and rescheduling may result in a delay of service.

SERVICE DELIVERY. Actual data transmission or throughput may be lower due to Internet congestion, data filters, server or router speeds, protocol overheads, and other factors which Smartcom cannot control.

SERVICE CALLS. If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of $65 will be charged for the first hour or any fraction thereof, and $25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

DELAY. Smartcom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of Smartcom.

CONSEQUENTIAL DAMAGES. Smartcom is not responsible for any consequential damages resulting from failure of or suspension of services.

EARLY TERMINATION. Cancellation/termination before the end of the initial term period will be subject to a termination liability charge equal to 50% of the remaining balance of the contract. Additional charges may apply based upon the type of services.

NON-APPROPRIATIONS. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this

Customer's Initials: _____

600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1203 (fax)

Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

ATTORNEY'S FEES. If either party commences an action against the other party to force the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney's fees and cost of suit.

SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

NO IMPLIED WARRANTIES. The customer acknowledges that the services of the company are of such a nature that the services can be interrupted for many reasons other than the negligence of Smartcom, and that damages resulting from any interruption of the services are difficult to ascertain. Therefore, the customer agrees that Smartcom shall not be liable for any damages arising from the customer's use of the system or the services. Smartcom makes no warranties of any kind, express or implied, with respect to the system or the services. Smartcom disclaims any warrant of merchantability, fitness for a particular purpose, or non-infringement with respect to the system and the services. Smartcom shall not be liable to the user, or to any third party, for any loss or damage as a result of the use of the system or the services. This includes but is not limited to the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, whether caused by Smartcom's own negligence, errors, omissions or otherwise.

The liability of Smartcom for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be offset against charges billed during the next month. Additional limitations on liability can be found in Smartcom's current End-User tariff on file with the Public Utility Commission of Texas.

FORCE MAJEUR: Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

Customer's Initials: _____

600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1203 (fax)

VENUE. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this ____ day of _____, 20__

Customer Signature	*Smartcom Telephone, LLC. Signature*
Printed Name	Alan Yoder *Printed Name*
255 South Kansas Avenue *Billing Address*	600 Ash Avenue *Address*
Weslaco TX 78596 *City State Zip Code*	McAllen TX 78501 *City State Zip Code*
Billing Telephone Number	956-687-7070 *Telephone*

Customer's Initials: _____

E-rate Rider For Contract No: MJSLIB-17-C-0002

PROPOSAL ACCEPTANCE AND AGREEMENT SIGNED ON _____ ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by Smartcom Telephone, LLC. ("Smartcom") and Mayor Joe V. Sanchez Public Library ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from SMARTCOM of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of SMARTCOM's failure to comply with the E-Rate requirements), then Customer shall reimburse SMARTCOM for any such funds SMARTCOM must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.

2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. SMARTCOM makes no representations or warranties regarding such eligibility.

3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. SMARTCOM will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.

4. Requested Information. If requested, Customer will promptly provide SMARTCOM with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS SMARTCOM TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL SMARTCOM RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD SMARTCOM will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after SMARTCOM receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. SMARTCOM will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES SMARTCOM TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

SmartCom Telephone The SMART choice in Telephone & Data Services

E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows, please select Invoice Method:

☐ Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to SMARTCOM complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN') being submitted on that Form 472. SMARTCOM cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, SMARTCOM will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

☐ Service Provider Invoice form - ("SPI") – Form 474:

After SMARTCOM has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, SMARTCOM will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any SMARTCOM or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by SMARTCOM associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

SO AGREED by the Parties' respective authorized signatories:

Customer: Mayor Joe V. Sanchez Public Library	**Smartcom Telephone, LLC.** ("SMARTCOM")
Signature:	*Signature:*
Print Name:	Print Name: Alan Yoder
Title:	Title: President
Date:	Date: 02/13/2017

Response to RFP #2016-17-12

Mayor Joe V. Sanchez Public Library

Internet Access

ERATE 20

2/14/17

Foremost Telecommunications Corporation
515 E. Jackson St.
Harlingen, TX 78550
956-507-4014 (voice)

956-507-4015 (fax)

Foremost
Telecommunications

2/14/2017

Mr. Homer Rhodes
Purchasing Agent
Financing Department
Weslaco City Hall
255 South Kansas Avenue
Weslaco, Texas 78596

Dear Mr. Rhodes,

Foremost Telecommunications Corporation would like to provide the library with Internet Services under the E-Rate program. Foremost Telecommunications Corporation is a phone company licensed by the Texas Public Utilities Commission and an E-Rate telecommunications provider (SPIN #143025467).

Foremost has significant experience providing service to school districts and other state entities. Please find enclosed the response to your RFP #2016-17-12 for Internet Access.

Thank you for your consideration. If you have any questions, please feel free to call me at 956-507-4014 x4408 or 469-444-4252 (cell).

Sincerely,

L. L. Halcomb

Lawrence L. Halcomb, Ph.D., President
Foremost Telecommunications Corporation
515 E. Jackson St.
Harlingen, TX 78550

Foremost Telecommunications
5757 Alpha Road, Suite 110
Dallas, TX 75240-4605
469-554-4014

Response to ERATE 20 RFP #2016-17-12

COMPANY BACKGROUND

Company Information

Foremost Telecommunications is a Texas Corporation based in Texas. Foremost Telecommunications was incorporated in 1989 and started providing telephone service in 2002 under authority of the Texas Public Utilities Commission. Foremost Telecommunications is an E-Rate service provider in good standing (SPIN #143025467) and is regulated by the Texas PUC and the FCC.

Foremost Telecommunications provides telecommunications services throughout the Rio Grande Valley and state wide.

The main office address is as follows:

Foremost Telecommunications Corporation
515 E. Jackson St.
Harlingen, TX 78550
956-507-4014 (voice)
956-507-4015 (fax)

info@foremosttelecom.com (our general email)
billing@foremosttelecom.com (billing)
support@foremosttelecom.com or support@foremost.tel (our support email)

Mayor Joe V. Sanchez Public Library Project Management Staff

Carl Lerman, Project Manager
956-507-4014 x4482 lerman@foremost.tel
Larry Serrata, Project Manager
956-507-4014 x4454 serrata@foremost.tel
Debbie Wagner, Account Manager
956-507-4014 x4485 wagner@foremost.tel
Lawrence F. Halcomb, Inside Sales and Customer Service
956-507-4014 x4403 lawrence@foremost.tel
Chris Eastin, Network Operations
956-507-4014 x4481 eastin@foremost.tel

The primary project managers for products and services provided to Mayor Joe V. Sanchez Public Library are Mr. Carl Lerman and Mr. Larry Serrata. Mr. Lerman and Mr. Serrata have over 70 years of combined experience in the telecommunications industry.

The primary account manager for billing and inside sales is Debbie Wagner. Ms. Wagner has over 30 years of experience in the telecommunications industry.

Foremost Telecommunications
5757 Alpha Road, Suite 110
Dallas, TX 75240-4605
469-554-4014

Response to ERATE 20 RFP #2016-17-12

Senior management under the direction of the President Dr. Larry Halcomb has over 100 years of combined experience in the networking and telecommunications arena.

The Foremost broadband network was designed by a CCIE on staff and implemented under his guidance.

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

January 18, 2017

The City of Weslaco is accepting proposals for:

Mayor Joe V. Sanchez Public Library
ERate Internet Access
Request for Proposal #2016-17-12

Objectives of this RFP
The City of Weslaco Public Library invites prospective vendors to submit a proposal to enhance and maintain current Internet Access and supply automated services within the confines of the Schools and Libraries Program of the Universal Service Fund guidelines (E-rate).

We intend to provide an equitable, level and fair format for submission and evaluation of proposals, in accordance with applicable E-rate guidelines and procedures. This Request for Proposal (RFP) provides the relevant background and capacity of desired operational specifications and requirements, and the evaluation factors we will use to select the successful vendor. There is **NO** Texas Department of Information Resources (DIR) requirement for consideration. Prospective vendors **do not** need to be DIR contracted or DIR vendors to have their proposal considered.

The term of any accepted proposal shall be shall be one year from the date of implementation, or as otherwise defined by Universal Service Fund guidelines (E-rate), and may be renewable annually as provided for under E-rate guidelines or consented to by the City of Weslaco City Commission.

This Request for Proposal (RFP) provides potential vendors with the relevant operational, performance, application, and architectural requirements of the system. This RFP specifically request proposals for the successful vendor to provide internet access using the library's existing network hardware, software and fittings, as well as anticipated upgrades. **The Mayor Joe V. Sanchez Public Library is requesting proposals to obtain bandwidth at 500Mbps upload and 500Mbps download of unlimited Internet Access. The library reserves the right to consider other options as well.** The preferred main location will be located at City of Weslaco Public Library, 525 South Kansas Avenue, Weslaco, Texas 78596.

All vendor-installed equipment shall integrate with current Cisco equipment and software, or reasonably expected upgrades thereto. The vendor shall guarantee full compatibility at peak efficiency, with the equipment in place at the time of installation.

This RFP is funded through the E-Rate program; however, there is no guarantee of E-Rate funding. The award of this RFP by the City of Weslaco Council is not a guarantee of purchase. Decisions to purchase E-Rate eligible items may be dependent upon E-Rate funding and the needs of the City of Weslaco. If no E-Rate funding is provided to the Mayor Joe V. Sanchez Public Library this RFP will be null and void.

Internet Access
Current Internet connectivity equipment contains of a Cisco, and a point-to-point fiber optic connection (200 Megabits per second).

Requirement of: Internet services request per calendar year of fiber-optic or equivalent support of 500 Megabits with local dedicated 24/7 technical customer care based in Rio Grande Valley (RGV) - Texas.

General
City of Weslaco Public Library is located at 525 South Kansas Avenue in Weslaco, Texas. It serves a population of 57,000 in the city proper and surrounding areas.

Internet load
The current internet load consists of over 200 computers, which are networked into Cisco equipment and Cisco and/or Dell servers, and supporting hardware and software. We are able to provide wireless access greater than 300 wireless devices at one time.

Current telecommunications and data
Verizon Southwest provides local phone service and Primary Rate Interface T-1 voice trunk services. AT&T provides long-distance service.

Current internet access
Time Warner Cable Business Class / Spectrum Business is the library's current internet service provider. Vendor should design, integrate, and test installations systems to Cisco hardware and components at the main location. We wish to keep fiber optic technology as the mode of Internet access.

Right to Reject
The City of Weslaco reserves the right to reject any, all, or portions of responses to this RFP even if all the stated requirements are met. In addition, the City may enter into negotiations with more than one vendor simultaneously and award the transaction to any vendor in negotiations without prior notification to any other vendor. The City reserves the right to select portions of the proposals while rejecting

other portions. The Awarding of the proposal will take place at a City Council meeting to be announced at a later date.

Installation Terms
The successful proposal shall provide the following services and requirements at no additional cost above the initial proposal price on equipment or furniture. The proposal should include the cost of installation, transportation of the items to the building, location of the items at their proper location within the building, uncrating, complete assembly, and adjustment by a trained installation mechanic with removal of all debris. Equipment is to be complete including operating/owner's manuals, wiring, and piping. The equipment should be made ready for electrical and/or fluid service connection by the City of Weslaco. After connections, vendors must ready the machine, start up, analyze, and correct any malfunctions of the equipment. Vendors should provide all material equipment and labor to place machinery in top operating conditions and to fully assemble furniture.

Vendor References and Qualifications
Vendors must provide a minimum of five references (public libraries in the RGV are preferred). These references must be for projects that are similar in scope, design, and have been completed by the vendor within the last three years. References that are not positive will be grounds for vendor disqualification. Vendors should provide reference names and phone numbers, and emails of the primary contact person. Vendors must supply the number of employees with maintenance of technical certifications that includes Microsoft and Cisco or equivalent.

The City of Weslaco requires that vendors furnish a certificate of insurance as required by Texas Labor Code 406.096. Coverage must be as follows (minimum amounts):

Worker's Compensation	Statutory Limit
Comprehensive General / Liability Occurrence	$1,000,000
Bodily Injury Property / Damage Aggregate	$1,000,000
Comprehensive Auto	$1,000,000

RFP EVALUATION FACTORS

Instructions to vendors (10 points)

Project Schedule
By allowed date within 28-Day Waiting Period
Wednesday, January 18, 2017 to Wednesday, February 14, 2017

Vendor selection and contract date will be at the 28-Day Waiting Period.

Closing Time and Date
Responses to this RFP must be submitted in sealed packages on or before
Wednesday, February 15, 2017 on or before 3:00 p.m.

Delivery shall be made during normal working hours (M-F 8:00am to 5:00pm) unless prior approval has been obtained from Purchasing Agent Finance Department.

Response and Submission

Inquiries and responses shall be sent to:

Homer Rhodes
Purchasing Agent
Finance Department
Weslaco City Hall
255 South Kansas Avenue
Weslaco, Texas 78596-6158
(956) 447-2240
hrhodes@weslacotx.gov

Provide three (3) printed copies on company letterhead and one (1) copy saved on USB flash drive in a PDF format, on company letterhead. Proposals will be accepted **Wednesday, February 15, 2017 on or before 3:00 p.m.** At which time they will be opened, but not read publicly, at the office of the Purchasing Agent I Finance Department. The Proposals will be announced publicly at later City Council Meeting. Vendors are responsible to complete the City of Weslaco Purchasing Vendor Application which is located at City's web site. Proposals are to be hand delivered or mailed to Homer Rhodes, Purchasing Agent Finance Department. Failure to do so will disqualify vendor. Incomplete responses will not be considered.

Questions and Clarification

For questions and clarification regarding the terms of this RFP, please contact:

Martin J. Mata
Assistant Library Director
Mayor Joe V. Sanchez Public Library
(Weslaco Public Library)
525 South Kansas Avenue
Weslaco, Texas 78596-6215
(956) 968-4533
mjmata@weslacopl.us

Questions and clarifications asked by any one vendor shall be made available to all on the City's web site (www.weslacotx.gov) as provided in the Schools and Libraries (E-Rate) Form 470. Questions arising out of this RFP must be received in writing by emailed copy on company letterhead. Responses to all questions received in proper time frame will be answered in writing and distributed to all vendors known to have picked up the RFP. In order to assure prompt and timely posting of all questions and clarifications, the deadline for submittal shall be by **Tuesday, February 7, 2017 on or before 3:00 p.m.**

Proposal Period
The term on the contract will be from July 1, 2017 until June 30, 2018.

Response to Questions:
Vendor shall respond to questions as specified by **Wednesday, February 15, 2017 on or before 3:00 p.m.**

Vendor Background Questions (20 points)

1.) Number of years your company has been in business.

2.) Where is your head office, your sales and customer service offices located?

3.) Where is your billing office?

4.) Number of employees in your company.

5.) Number of employees in local (RGV) site (if applicable).

6.) Number of employees in customer service.

7.) Number of employees with technical certifications.

8.) Number of employees in local (RGV) site (if applicable) with technical Certifications.

9.) Are your hardware and software dependent on third party vendors for manufacturing?

10.) Please list any items from current or anticipated equipment which you will not be able to provide maintenance.

Repair / Response Times (10 points)

1.) How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (Monday-Friday 8:00am to 5:00pm)

2.) How long will it take for you to have a qualified technician on site outside normal business hours?

3.) Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.

4.) Please provide a direct number for the person(s) who can immediately facilitate repairs during normal business hours (8:00-5:00 Monday-Friday)

5.) Please provide a direct number for the person(s) who can immediately

facilitate evening and weekend repairs.

Future Offerings (10 points)

1.) What new technology does your company plan to utilize in the near future that would be an advantage to the Mayor Joe V. Sanchez Public Library?

2.) What is the most significant factor affecting the future success of your company and what is being planned to address it?

Market Differentiation (10 points)

1.) Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.

2.) Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.

3.) Identify other Public Libraries in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided.

4.) Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite visit, and if so how many, or whether you charge for the actual hours devoted to a project.

5.) Please provide a minimum of five references (public libraries in the RGV are preferred. For each reference provide names and phone numbers of the primary contact person.

Proposal and Pricing (40 points)

This section shall be evaluated as one concrete item of up to 40 points.

Service or function	Quantity and/or Capacity:	AMOUNT
Dedicated Internet Access, 1 year term	1	$945.00 Per month*
Dedicated Internet Access, 3 year term	1	$845.00 Per month*
Dedicated Internet Access, 5 year term	1	$745.00 Per month*

*Pricing includes all taxes and fees as of Proposal Date, 15 Feb 2017.

Any additional cost, such as instillation, assembly, etc. should be included in the above price. Vendor should provide an exhaustive list of all associated cost within their proposals. **Avoiding hidden or unforeseen cost is of the utmost importance**. There is **NO** Texas Department of Information Resources (DIR) requirement for consideration. Prospective vendors **do not** need to be DIR contracted or DIR vendors to have their proposal considered. Please fill out, sign and submit with your proposal response the enclosed IRS Form W-9 and Vendor Background Questionnaire.

Foremost Telecommunications
5757 Alpha Road, Suite 110
Dallas, TX 75240-4605
469-554-4014

RFP 2016-056 E-Rate Round 20

Foremost Telecommunications Corporation
Federal ID #75-2299731
SPIN #143025467
515 E. Jackson Street
Harlingen, TX 78550
956-507-4014 (voice)
956-507-4015 (fax)

Foremost Telecommunications will comply with all requirements listed in this RFP.

Vendor Background Questions (20 points)

1.) Number of years your company has been in business.
Foremost Telecommunications was founded in 1989, and has been in operation for 29 years.

2.) Where is your head office, your sales and customer service offices located?
Our head office is located at 5757 Alpha Rd, Suite 110, Dallas, TX 75240.
The local office location relevant to this proposal is 515 E. Jackson St., Harlingen, TX 78550. Sales are handled at our head office location while customer service is handled out of all of our branch offices, to include Harlingen, TX.

3.) Where is your billing office?
5757 Alpha Rd, Suite 110
Dallas, TX 75240

4.) Number of employees in your company.
Foremost Telecommunications has approximately 48 employees and is growing conservatively.

5.) Number of employees in local (RGV) site (if applicable).
Foremost Telecommunications has approximately 18 employees in the RGV.

6.) Number of employees in customer service.
Foremost Telecommunications has approximately 10 employees who have duties relating to customer service.

Foremost Telecommunications
5757 Alpha Road, Suite 110
Dallas, TX 75240-4605
469-554-4014

RFP 2016-056 E-Rate Round 20

7.) Number of employees with technical certifications.

Foremost Telecommunications has approximately 10 employees who have at least one technical certification.

8.) Number of employees in local (RGV) site (if applicable) with technical Certifications.

Foremost Telecommunications has approximately 5 employees who have at least one technical certification in the RGV.

9.) Are your hardware and software dependent on third party vendors for manufacturing?

Foremost Telecommunications uses Cisco equipment in the delivery of the proposed service and maintains stock of spare chassis for new customers and replacement in case of a rare failure.

10.) Please list any items from current or anticipated equipment which you will not be able to provide maintenance.

Foremost Telecommunications will maintain all equipment provided in the delivery of this service.

Repair / Response Times (10 points)

1.) How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (Monday-Friday 8:00am to 5:00pm)

Depending upon the location of technicians at the time, it is anticipated that a technician would be on site within a couple of hours, often 1 to 2. However, the nature of the fiber service provided means that the only scenario in which a technician would need to deploy to site is a hardware failure of the equipment onsite. All other scenarios would involve work in our POPs or with our upstream providers.

2.) How long will it take for you to have a qualified technician on site outside normal business hours?

As mentioned above, the only scenario in which a technician would need to respond onsite would be a hardware failure. This would take up to 4 hours on average on an after hours call.

3.) Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.

The best person to contact would be Lawrence F Halcomb, Sales Manager, at 956-507-4403, however the general sales team may be reached by calling the main office number at 956-507-4400.

Foremost Telecommunications
5757 Alpha Road, Suite 110
Dallas, TX 75240-4605
469-554-4014

RFP 2016-056 E-Rate Round 20

4.) Please provide a direct number for the person(s) who can immediately facilitate repairs during normal business hours (8:00-5:00 Monday-Friday)

The best way to report trouble is through our support email address at support @foremost.tel. This address sends the email to our entire support staff and ensures that it is seen as soon as possible. However, the primary project manager for Mayor Sanchez Public Library for implementation and repairs is Carl Lerman, who can be reached at 956-507-4482

5.) Please provide a direct number for the person(s) who can immediately facilitate evening and weekend repairs.

Foremost Telecommunications maintains a toll free 24 hour emergency outage number, 1-800-503-4672.

Future Offerings (10 points)

1.) What new technology does your company plan to utilize in the near future that would be an advantage to the Mayor Joe V. Sanchez Public Library?

As a phone, internet, and telecommunications provider, Foremost is constantly expanding on the capabilities of its network in order to better serve its customers. This includes expanding our mix of Tier 1 providers, expanding our fiber network, and providing ever more VoIP products to our arsenal. We have recently rolled out a Hosted PBX platform within the last 18 months that we have deployed to several customers as well as here internally.

2.) What is the most significant factor affecting the future success of your company and what is being planned to address it?

In the Telecom world, the transition from copper to fiber and TDM voice to VoIP has been the overwhelming theme in the last several years. Foremost Telecommunications had to first develop and then expand our fiber network and our VoIP capabilities in order to stay competitive and provide the varied capabilities necessary to appropriately serve our customers. Our flexibility, especially as compared to the industry giants we must compete with, has served us very well. After all, we rarely say "We can't do it that way, here's what we offer;" but instead say "Here's how we can do what you need."

Market Differentiation (10 points)

1.) Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.

Please see the included company background.

Foremost Telecommunications
5757 Alpha Road, Suite 110
Dallas, TX 75240-4605
469-554-4014

RFP 2016-056 E-Rate Round 20

2.) Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.

Foremost Telecommunications offers a local, engaged staff with whom our customers often develop a good working relationship with. You will often be working with the same folks in each department who will often know and remember your last call. We offer aggressive pricing to keep the competition honest and the personal touch to keep the customer thereafter.

3.) Identify other Public Libraries in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided.

At this time, Foremost Telecommunications does not provide service to any libraries in the Rio Grande Valley, however, we do provide ERATE services to several school districts throughout the RGV and the State. Please see the included reference list for examples.

4.) Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite visit, and if so how many, or whether you charge for the actual hours devoted to a project.

Foremost Telecommunications does not charge for service calls or repairs related to any failures of Foremost equipment or service. Should an issue be determined to be unrelated to Foremost equipment or service, Foremost would bill for time on site and materials. Time is billed at $65 per hour (15 min intervals) for one technician and $95 per hour (15 min intervals) for two technicians, plus a trip charge of $65. Phone support is available during business hours free of charge and available in the event of outages after hours. If custom configuration or programming is required the labor is quoted in advance.

5.) Please provide a minimum of five references (public libraries in the RGV are preferred. For each reference provide names and phone numbers of the primary contact person.

Please see the included reference list.

Foremost Telecommunications

Customer Name Address City, State, Zip	Customer Contact Name/Phone Number/E-mail	Project Description & Dollar Amount	Date of Project Completion	Public Entity Yes or No
Corpus Christi I.S.D. 801 Leopard Street Corpus Christi, TX 78403	Charlie Saldivar (361) 695-7350 charlie.saldivar@ccisd.us	All Analog Phone Services $225K+	Ongoing	Yes
Laredo I.S.D 1702 Houston Street Laredo, TX 78040	Miguel Muñoa (956) 273-1301 mmunoa@laredoisd.org	Telephone Services, 10 Gbps Internet Access, $400K+	Ongoing	Yes
United I.S.D. 201 Lindenwood Drive Laredo, TX 78045	Casey King (956) 473-6269 cking@uisd.net	All Telephone Service including PRIs $250K+	Ongoing	Yes
Los Fresnos I.S.D. 600 N. Mesquite Los Fresnos, TX 78566	Billy Simpson (956) 254-5000 bsimpson@lfcisd.net	Internet Access, Telephone Services $225K+	Ongoing	Yes
KRGV Channel 5 900 E. Expressway Weslaco, TX 78596	Tammy Meier (956) 968-5555 tammy@krgv.com	Internet Access, Telephone Services, and Fiber Transport $250K+	Ongoing	No
Brownsville I.S.D 1900 Price Road Brownsville, TX 78521	Todd Nichols (956) 554-2702 todda@bisd.us	10 Gbps Internet Access Telephone Services and Fiber Transport $3M+	Ongoing	Yes
Victoria I.S.D. 102 Profit Dr. Victoria Texas 77901	Samantha Schulte 361-788-9257 samantha.schulte@visd.net	Internet Access Telephone Services and Fiber Transport 250K+	Ongoing	Yes

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/19/2017

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

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

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078

CONTACT NAME: Greg Klement
PHONE (A/C, No, Ext): (972) 562-7455 FAX (A/C, No): (972) 562-7129
E-MAIL ADDRESS: greg@klementagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LIBERTY MUTUAL	051116
INSURER B : TEXAS MUTUAL INSURANCE	019746
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Foremost Telecommunications Corporation
P.O. Box 261160
Plano TX 75026-1160

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X	X	BKS1757332862	09/13/2016	09/13/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	X	BAA1757332862	09/13/2016	09/13/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP/COLL DED	$ 1,000,000 $ $ $ $ 1,000
A	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X		USO1757332862	09/13/2016	09/13/2017	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TSF0001290033-17	07/01/2016	07/01/2017	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	PROPERTY	X	X	BKS1757332862	09/13/2016	09/13/2017	CONTENTS DEDUCTIBLE	126,580 500

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

AI 109226

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Fax: (956)323-2109

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CITY OF WESLACO
PURCHASING DEPARTMENT
VENDOR APPLICATION

Company Name: Foremost Telecommunications	**Telephone No.** (956)507-4014
Mailing Address: 5757 Alpha Rd. Suite 110 Dallas, TX 75240	**Fax No.** (956)507-4015
Physical Address: 515 E. Jackson St.	
City, State, Zip Harlingen, TX 78550	**Federal Tax I.D. # or Social Security #** 75-2299731
Remit to Address: 5757 Alpha Rd. Suite 110	**City, State, Zip** Dallas, TX 75240
E-Mail Address: sales@foremost.tel	
Representative(s) Names(s) & Titles(s) Lawrence L. Halcomb, President	Lawrence F. Halcomb, Sales Manager
Type of Organization (check one): ___Individual ___Partnership _X_Corporation ___Non-Profit ___Sole Proprietor ___Other, Specify	
Type of Business (check one): ___ Manufacturer ___Wholesaler ___Retailer ___Distributor _X_ Service Organization ___Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Lawrence L. Halcomb, President	Lawrence F. Halcomb, Sales Manager
What type of product(s) is/are solicited by your company?: Telecommunications Services **Would you like to be provided with specifications for procurements of such products?:**(X) Yes ( ) No	
To Be Completed by City of Weslaco: Rec'd by (Purchasing):_____Date Rec'd by (Purchasing):	

The City requires that you furnish a certificate of insurance as required by Texas Labor Code 406.096, prior to commencement of any work/service. Coverage must be as follows (minimum amounts):

Worker's Compensation	Statutory
Comprehensive General Liability	$ 1,000,000
Bodily Injury Property Damage (Per Occurrence)	$ 1,000,000

Please return this form by fax or mail to:

City of Weslaco
Purchasing Department
255 S. Kansas
Weslaco, Texas 78596
Phone: (956) 447-2240
Fax: (956) 969-8452

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Foremost Telecommunications Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 261160

Requester's name and address (optional)

6 City, state, and ZIP code
Plano, TX 75026

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
7	5	-	2	2	9	9	7	3	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | Signature of U.S. person ▶ Theodora Elorza | Date ▶ 1/10/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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Foremost Telecommunications began offering internet and telephone services in 2002, and has offices in Dallas, Corpus Christi, the Rio Grande Valley, and San Antonio.

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PRI

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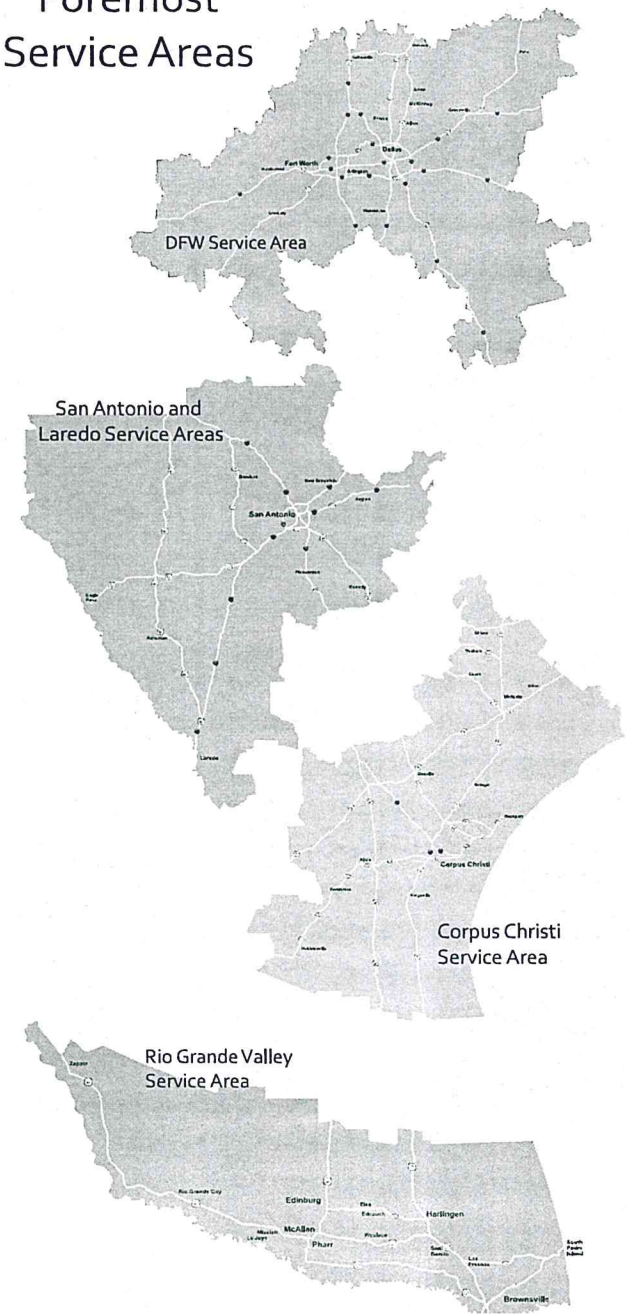
Foremost Service Areas



Foremost
Toll-Free: (855) 205-4400
Toll-Free Fax: (855) 205-4445

Foremost Telecommunications

Office locations all over Texas, so we're always local!

DALLAS/FORT WORTH
And Surrounding Areas
5757 Alpha Road, Suite 110
Dallas, Texas 75240

CORPUS CHRISTI
Alice, Beeville, Kingsville, and Victoria
606 N. Carancahua St. Suite 822
Corpus Christi, Texas 78401

RIO GRANDE VALLEY
From Brownsville to Zapata
515 E. Jackson Street
Harlingen, Texas 78550

SAN ANTONIO and LAREDO
Including Surrounding Areas
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Schools and Government

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Foremost Telecommunications

Foremost Cloud Services

Every business has a need for quality data and voice services. Communication is critical to a business, and the ability to balance cost with utility can make or break a business. At Foremost, our speciality is helping the average business maximize the capabilities and performance of their telecommunications services without affecting their bottom line.

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SALES@FOREMOST.TEL

WWW.FOREMOSTTELECOM.COM

Spectrum ENTERPRISE

Proposal for

City of Weslaco

Mayor Joe V. Sanchez Public Library

E-Rate Internet Access, RFP #2016-17-12
Form 470 #170060483, FY2017AI470
Form 470 #170060490, FY2017VER470

February 15, 2017

Presented by

Arturo Garcia
Major Account Executive II
1514 S. 77 Sunshine Strip, Suite 1
Harlingen, TX 78550
Office: 956-365-6656
Cell: 956-535-0210
Email: Arturo.garcia@charter.com

February 15, 2017

Spectrum ENTERPRISE

Homer Rhodes, Purchasing Agent
Finance Department
Weslaco City Hall
255 South Kansas Ave.
Weslaco, TX 78596

Re: City of Weslaco Public Library/Mayor Joe V. Sanchez Public Library
Request for Proposal (RFP) for E-Rate Internet Access, RFP #2016-17-12
Form 470 #170060490, FY2017VER470
Form 470 #170060483, FY2017IA470

Dear Homer:

Charter Communications is pleased to submit the enclosed response to a request for your Telecommunication Network Services. Our response demonstrates Charter Communications ability to provide network solutions that will enable Mayor Joe V. Sanchez Public Library to meet its technology needs.

Charter Communications is committed to providing Mayor Joe V. Sanchez Public Library with the products and services necessary to meet its current and future technology needs. Charter Communications is one of the world's largest digital video cable and broadband Internet service providers. In 2016, Charter Communications merged with Time Warner Cable; now with over 100,000 employees, Charter Communications has considerable expertise and insight that will be instrumental in providing the correct solutions for a project of this importance.

Within this response, pricing components, requirement acknowledgements and professional services hours are provided.

Please do not hesitate to call if you have further questions or if there is anything else you need at this time.

Sincerely,

Arturo Garcia
Major Account Executive II

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Spectrum Enterprise Overview

Company History

Charter Communications (NASDAQ: CHTR) is America's fastest growing TV, internet and voice company. We're committed to integrating the highest quality service with superior entertainment and communications products. Charter is at the intersection of technology and entertainment, facilitating essential communications that connect more than 25 million residential and business customers in 41 states. Our commitment to serving customers and exceeding their expectations is the bedrock of Charter's business strategy and it's the philosophy that guides our 90,000 employees.

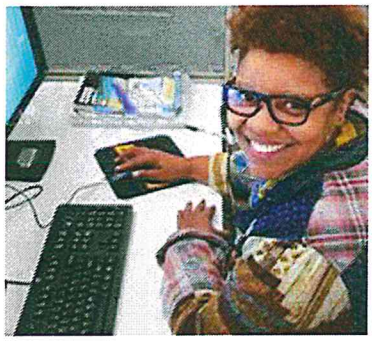
Charter is currently the second largest cable provider in the United States. The company has achieved growth through innovation and acquisitions of cable properties, most recently completing transactions with Time Warner Cable and Bright House Networks.

The Charter name comes from the founding of Charter Communications, Inc. in 1993 and, while the company has grown and evolved on many levels over the past two decades, our roots take us all the way back to the early days of cable. What started as mom-and-pop businesses with cable strung from hilltops to homes in the late 1940s has evolved into the dynamic cable industry we know today.

- **1948** - First cable systems are founded
- **1951** - The National Cable & Telecommunications Association (NCTA), the principal trade association for the U.S. cable industry, is founded
- **1964** - Newhouse begins operating cable systems with the purchase of its first system in Alabama, branding it NewChannels
- **1973** - Warner Communications forms Warner Cable
- **1979** - Newhouse forms second cable company, MetroVision, in partnership with former Cox executives
- **1981** - Newhouse adds Vision Cable to cable assets
- **1989** - Time Warner Inc. forms through merger of Warner Communications and Time Inc.
- **1992** - Warner Cable and American Television & Communications (ATC) combine to form Time Warner Cable

- **1993** - Charter Communications, Inc. is founded and acquisitions of cable systems across the country begin
- **1994** - Time Warner Entertainment and Advance/Newhouse form cable partnership
- **1998** - Microsoft co-founder Paul Allen buys a controlling interest in Charter
- **1999** - Charter begins trading publicly on the NASDAQ stock exchange under symbol CHTR
- **2001** - Charter earns spot on Fortune 500
- **2003** - Advance/Newhouse begins operating Bright House Networks with approximately 2.2 million customers in Alabama, California, Florida, Indiana and Michigan
- **2007** - Time Warner Cable begins trading publicly on the NYSE
- **2009** - Charter completes financial restructuring under chapter 11, emerging as a stronger company under new equity ownership
    - Time Warner Cable separates from Time Warner Inc.
- **2012** - Thomas M. Rutledge is appointed President & CEO of Charter
- **2013** - Charter gains Liberty Media as an investor and announces Spectrum brand
- **2016** - Charter, Time Warner Cable, and Bright House Networks combine to form larger, stronger Charter

Quality Products and Services



Superior, reliable, consistent services that deliver value – that's our focus. Over the years, Charter has invested billions of dollars in infrastructure improvements, unleashing the power of an advanced, two-way, fully interactive fiber network. By moving to this all-digital network, today's Charter customers enjoy the most HD TV channels, more On Demand choices and the fastest internet speeds.

Charter delivers a wide range of TV, internet and voice services to residential and business customers through the Spectrum brand.

- Spectrum TV offers more HD than any other provider, DVR service and instant access to thousands of On Demand choices, many in HD. Watch live TV anywhere in the home or download movies and shows to go on mobile devices with the Spectrum TV App or take TV Everywhere with over 60 channel apps to watch on the go.

- Spectrum Internet provides the fastest Internet speeds available starting at 60 Mbps (100 Mbps in some markets). With Spectrum Internet, customers can simultaneously stream videos, download music and more without sacrificing performance. Charter provides free modems and the fastest, most powerful in-home WiFi to do more on more devices. And because Charter doesn't limit internet with data caps or extra fees, customers always have the freedom of unlimited internet service.

- Spectrum Voice is a fully featured, reliable service with unlimited local and long-distance calling plans that include voicemail and other popular calling features like call waiting and call forwarding, plus free 411. Serving approximately 10 million voice customers, Charter is among the largest providers of residential phone service in the nation.

- Spectrum Business helps small businesses achieve better results by delivering reliable Internet, Ethernet, voice and enhancement solutions. Spectrum Business customers enjoy a wide range of products – from high-quality broadband services to phone systems and top-tier digital TV and music – all flexible to meet the demands of growing businesses.

- Spectrum Enterprise Solutions builds business-to-business solutions with a people-to-people focus, providing the bandwidth and support customers need to accelerate business. Charter's largest customers enjoy enterprise-grade voice, video, data, network, cloud and managed services via a flexible and secure fiber-based network.

- Spectrum Community Solutions provide customized, managed WiFi, TV and voice services to residential apartments and other multi-dwelling units via fiber connections. Spectrum Fiber WiFi delivers the fastest, most powerful connection with more bandwidth and no data caps.

- Spectrum Reach, the advertising sales division of Charter, offers traditional commercial advertising and new interactive solutions for the modern media landscape. Spectrum Reach offers promotional solutions through national cable networks, internet advertising, mobile marketing and events supported by marketing, research and creative services teams.

Commitment to the Community

Charter our Community
IMPROVING COMMUNITIES. IMPACTING LIVES.

Charter employees are passionate about giving back to the communities in which they live and work.

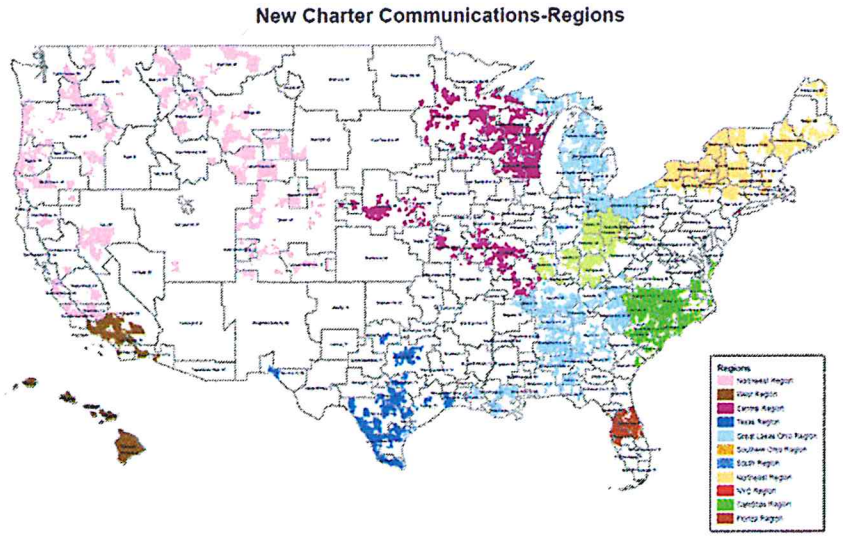
Charter our Community is Charter's national philanthropic initiative, providing education, resources and financial support to ensure more Americans are able to live in safe and healthy homes, with a goal of improving 25,000 unsafe and unhealthy homes across our service footprint by 2020. Chart our progress – and join us – on this exciting journey by visiting the Charter our Community website to see how our employees are improving communities and impacting lives.

Charter recognizes the central role broadband plays in our daily lives and the economic challenges faced by many Americans; as such, the company plans to launch an industry-leading broadband service for low-income customers. Charter's industry-leading broadband offering will provide substantial benefits for underserved low-income families and senior citizens by delivering fast speeds that exceed the FCC's definition of high-speed broadband, and more than triple the fastest speed currently offered by comparable programs.

Network Overview

A unique, competitive advantage of Spectrum Enterprise is our carrier-class and wholly-owned network. Competitive Local Exchange Carriers (CLECs) use the Incumbent Local Exchange Carrier (ILEC) network infrastructure. Unlike the CLECs who resell the ILEC network, we own and operate our own network, including the critical "last mile" into your business.

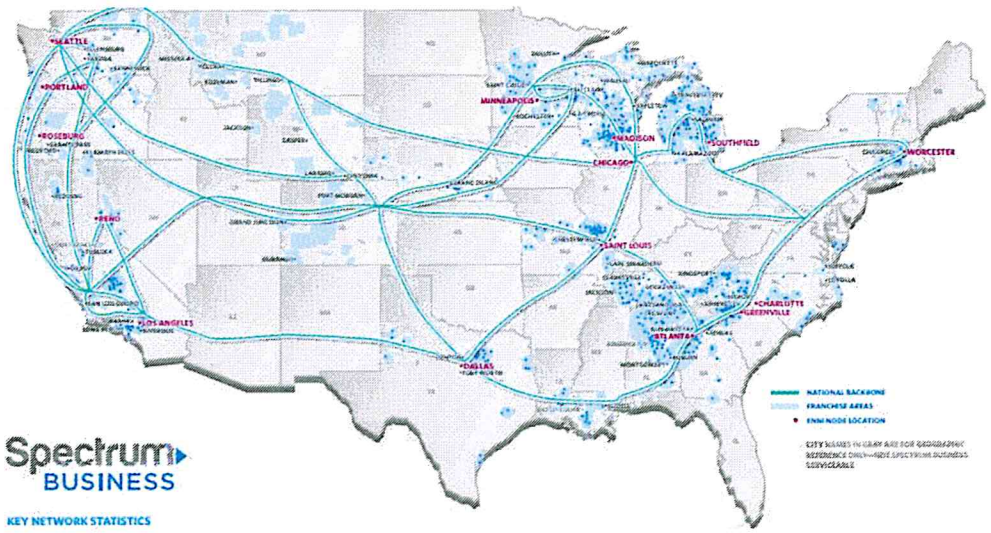
Charter Communications National Presence Map



MAP

Charter: Confidential

Spectrum ENTERPRISE



Spectrum BUSINESS

KEY NETWORK STATISTICS

As a result, our network gives customers true route diversity, thus offering a cost-effective primary service or an alternate network for disaster recovery/network outage insurance.

Spectrum Enterprise is a facilities-based provider with a fully monitored and resilient network across the U.S. Our network was upgraded in 2016 with innovative, state-of-the-art transport technologies. It provides the completely redundant carrier-class reliability, scalability and capacity necessary for transport, Internet, data, video, and voice services.

Customer Care Overview

Account Management Team

The Major Account Executive (MAE) will build and maintain the customer relationship and will provide answers to any customer concerns. They are familiar with a variety of the industry's concepts, practices, and procedures. The MAE relies on experience and judgment to plan and accomplish the customer's goals.

The Sales Engineer (SE) will qualify the technical requirements to fit the proposed solution. The SE will ensure that the equipment can be integrated into the customer's network. They provide strong customer relations and communication skills, applying technical knowledge and policies in direct support to customers with knowledge of commonly used concepts, practices, and procedures for the cable industry.

If a customer has multiple locations throughout the Charter Communications footprint, a national account team is available to assist the enterprise customer. The national account team also offers flexible billing options including a consolidated invoice for multiple service offerings (teleworker and branch office connectivity, and advanced fiber services). This team is an extension of the local divisions and is fully integrated for ordering, provisioning and support.

Spectrum Enterprise has an account team in place and is ready to support the Mayor Joe V. Sanchez Public Library.

Major Account Executive

Arturo Garcia
956-365-6656
Arturo.garcia@charter.com

Sales Engineer

David Birnbaum
210-582-9515
David.birnbaum@charter.com

Sales Manager

Brian Beresford
469-464-4914
Brian.beresford@charter.com

Sales Engineer Manager

David Kelly
469-464-4240
David.kelly1@charter.com

Spectrum Enterprise Customer Care provides customers with the support they need to get the most out of their communications services. From billing questions to technical issues, customers have a number of support options available to get issues and questions resolved quickly.

Customers are supported by teams of highly trained customer service consultants who provide:

- **Technical Support:** Available 24/7 by phone. Technical support specialists are trained to diagnose and resolve technical issues for customers. When needed, these specialists will coordinate a service call if the issue cannot be resolved by phone.
- **Billing Support**: Available from 8 am to 5 pm local time by phone and live chat, billing agents specialize in resolving billing questions related to bill statements and payments.
- **Live Chat:** Available weekdays from 8 am to 6 pm local time. Live chat specialists are available to answer questions related to technical issues, billing, general account questions.
- **Email Support:** Available 24/7 using the Spectrum Enterprise email support form. Customer service consultants will respond to email questions in a timely manner. These specialists are trained to respond and resolve issues and questions relating to technical issues, billing and general account questions.

Self-Service Support Options:

- **Support Resources**: Customers can access FAQs, quick start guides and user guides 24/7 via the Support section of the Charter Communications website at business.twc.com/support.
- ***Account Management:*** My Account offers 24/7 online account access and management at business.twc.com/myaccount.
    - View a current or past bill (up to 6 months of past statements)
    - Pay a bill, set up recurring payments, or select paperless billing
    - Set up phone features and view phone call detail records
    - Cancel or reschedule appointments with 24 hours' advanced notice
    - Check Internet speed, equipment status or reset a modem
    - Visit the PerkZone® perks program for discounts and networking opportunities

Account Management On-the-Go: Customers with My Account credentials can download and use the **Charter Communications Business app** for account management via a smartphone or tablet. The app offers many of the same features as My Account and is available on iTunes and Google Play.

Implementation Overview

All projects are managed by local Project Coordinators or Project Managers depending on the scope and complexity of the project to ensure timely and successful implementation of services.

Upon contract signature, the local Project Coordinator will contact you to confirm your installation schedule, discuss the process, and any other information necessary to ensure a seamless installation. Also, to assure maximum performance levels, Spectrum Enterprise follows a proven process for implementation of the customer's order, provisioning and testing phases.

Typical Delivery Intervals

The Charter Communications scheduling process is multi-dimensional. A daily construction and installation work list is created after management's review of 1) orders sequenced by contract signed date, and 2) Customer Requested Due Date (CRDD). An assessment of the work activity required for each order is compared to the available resources (i.e. workforce and equipment) for a given business day and work is scheduled accordingly. Once the construction and installation schedule is established, Charter Communications contacts the Customer(s) to communicate the date.

For **Video** products where no construction is required, the typical interval is 8 calendar days, and, where construction is required, the typical interval is 60 calendar days.

For **DOCSIS POTS** products where no construction is required, the typical interval is 30 calendar days, and, where construction is required, the typical interval is 60 calendar days.

For **DOCSIS PRI** products where no construction is required, the typical interval is 45 calendar days, and, where construction is required, the typical interval is 60 calendar days.

For **Fiber PRI** products where no construction is required, the typical interval is 45 calendar days, and, where construction is required, the typical interval is 90 calendar days.

For **Fiber** products where no construction is required, the typical interval is 30 calendar days, and, where construction is required, the typical interval is 90 calendar days.

Charter Communications makes every effort to meet the Customer Requested Due Date (CRDD) and to shorten the delivery intervals where technically possible. Charter Communications does NOT use any carrier facilities other than Charter Communications own facility, network and POP. Fiber optic construction and installation typical interval is subject to permitting and Right of Entry (ROE) and/or subject to change.

Order Process

Upon receipt of your order, Spectrum Enterprise enters the necessary information in our order and provisioning system. A design document is developed that is utilized to order

equipment. At this stage we identify the network components for proactive planning and monitoring.

Provisioning Process

During the provisioning phase, Spectrum Enterprise performs all the necessary actions to implement your connectivity requirements. In this stage all requirements, including monitoring requirements, are submitted to the Charter Communications Cable Regional Network Operations Center (RNOC). The next step is to schedule resources for implementation and procure equipment. Once received, a Spectrum Enterprise representative configures your equipment and prepares our staff of network engineers and Customer Support Center (CSC) to manage your account. At this stage SPECTRUM ENTERPRISE provides the customer with information for customer care contacts as well as the process to follow for obtaining support and service.

Testing Process

Once implementation is complete, Spectrum Enterprise will test the operability of your network, verifying that the Charter Communications RNOC is properly servicing and monitoring your connections. Upon the customer's acceptance, this process is successfully completed.

Customer Requirements

In order to provision the service(s), Mayor Joe V. Sanchez Public Library will provide the following to Charter Communications:

- Space and Electrical power and outlets to communications rooms for all locations
- Access for Charter Communications and its representatives into facilities/property
- Availability of Mayor Joe V. Sanchez Public Library personnel during product deployment

Item	Specification
Temperature	CPE (Customer Premise Equipment) needs to be in a properly ventilated and cool area (32° Fahrenheit - 131° Fahrenheit)
Power	Dedicated Circuit: 120 Volt 20 Amp Outlet Within 3' of backboard center or 10' of Charter Communications CPE Location; Power Clearance from existing electrical panels, transformers, etc.
Wall Space	48" H x 24" W x 3/4" D Plywood Backboard mounted with molly bolts or anchored to wall studs; able to support 75 lbs.
Rack Space	5 RU (Rack Unit) for FDP (Fiber Distribution Panel), Switch, and UPS (Universal Power Supply); 6 RU if PRI (Primary Rate Interface) services requested
Spectrum Enterprise Swing Rack Wall Mount	16" H X 20" W x 15" D
Spectrum Enterprise Swing Rack Wall Mount	24" H x 22" W x 20" D
Spectrum Enterprise Swing Rack Side Wall Mount	23" H x 19" W x 18" D

Service Delivery Overview—Single Point of Contact

To ensure a smooth and timely delivery of your service, below are the steps we will take to prepare your order for installation:

Order Management

Upon receipt of your signed Service Agreement and related documents, your Account Executive will submit your order for processing.

A Service Delivery Team member will reach out to you to confirm your order details and gather additional information that may be needed for order processing.

Site Survey (if necessary)

Prior to your service installation, a site survey may be necessary to determine serviceability at your location. If needed, the site survey will involve a thorough walk through and evaluation of your service location.

If you lease your office space, a member of our Service Delivery Team will meet with the property owner or manager of your service location(s) to secure rights of entry into the building(s). If the service location is a government building, we will secure rights of entry from the appropriate government authority.

After the survey is completed, we will provide the installation requirements to your property owner or manager and work with them to get approval for that work. The survey technician will also discuss customer wiring and construction requirements during this review.

Project Management

If it is necessary to perform construction at your service location to prepare the site for installation, a project coordinator or manager will be assigned to your order and will oversee the construction details. Your project coordinator or manager will communicate with you regarding project status and timelines.

Installation Date Scheduling

When your services are ready for installation, a member of the Spectrum Enterprise Service Delivery Team member will contact you to schedule your preferred installation date.

Activation of Service

On the day of installation, a Spectrum Enterprise technician will contact you prior to arrival. For our technician to complete the work, we need the following:

- Point of Contact: An authorized employee or company representative over 18 years of age must be present at the service address at the time of install.
- Permission: If you lease your office space, we need permission from the property owner or management to run cables or perform other required services.
- Installation Site:
    - Your service location needs to have electrical power and outlets available for equipment.
    - Our technician will need access to exposed wires and all areas needed for installation. That can include a wide variety of areas, including but not limited to the roof, riser/telco closet, and backyard. If you do not have access, we need maintenance personnel or the building owner on site the day of install.
    - (New York City only) Local 3 A-Card designated buildings will need to have the building or an in-house electrician run cables prior to the Spectrum Enterprise installation.
- Key System or PBX: You or your authorized representative and your phone vendor must be present to ensure the proper connection of phone lines to your PBX or Key System.
- Internet, high-speed data service & WiFi: You or your data vendor, IT personnel and/or authorized party must be on site during installation. Please note that we do not configure any data equipment that does not belong to Spectrum Enterprise.
- Cable TV: Please ensure televisions will be onsite at the time of install for proper testing and verification of services.

One to two days before the activation date, a Spectrum Enterprise technician may be on site to do preliminary entrance and inside wiring work. The technician will contact you prior to arrival and will need the same access indicated above.

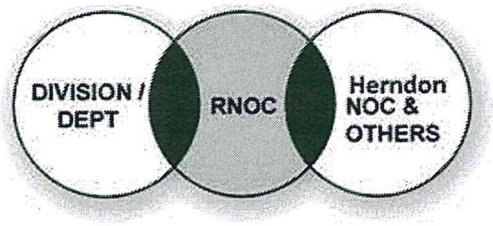
Texas Regional Network Operations Center

The Spectrum Enterprise Texas Regional Network Operations Center (RNOC) is a 24/7/365 operation whose primary responsibilities are network surveillance and fault management in the Texas Region. The RNOC ensures events are managed using a strict standard of processes and procedures with the goal of timely and effective service restoration.

Summarily, the RNOC's functions include:

- Network Monitoring
- Incident Ticketing
- Event Management
- Change Management

The Texas RNOC represents the Regional layer for Spectrum Enterprise's vertical Network Operations Center support strategy for providing the appropriate level of support expertise to any and every level of the organization. This structure is represented graphically below.



Network Monitoring

The RNOC uses a variety of network monitoring tools to detect network events. These sophisticated tools proactively monitor networks in the Texas Region and report system health information to the RNOC. Upon detection of a network event, the RNOC follows established procedures designed to quickly isolate a problem and invoke appropriate repair actions.

Incident Ticketing

The RNOC records activities as they occur during fault and maintenance activities in an online ticketing system. Prompt ticket creation and accurate ticket management are paramount to RNOC personnel and are used as measures of success internally.

Event Management

The RNOC will be the primary point of contact for all high and critical severity issues. During these large scale events, the RNOC is responsible for managing repair and status bridges where information is funneled through the RNOC to and from management and fix agents.

Change Management

Notification of change work is a key element in outage management and is a function of the RNOC. Communication of possible service disturbance to subscribers is necessary to the operational groups of the affected areas and allows them the opportunity to begin their own outage management processes.

RFP Questions

Vendor Background Questions

1.) Number of years your company has been in business.

Spectrum Enterprise Response:

25 years

2.) Where is your head office, your sales and customer service offices located?

Spectrum Enterprise Response:

Corporate Headquarters: **400 Atlantic Street**
Stamford, CT 06901

Local Sales Office: **1514 S. 77 Sunshine Strip, Suite 1**
Harlingen, TX 78550

Local Customer Service Office:

3.) 921 W. Dove Street McAllen TX 78504

Spectrum Enterprise Response:

3140 W. Arrowwood Rd.
Charlotte, NC 28273

4.) Number of employees in your company.

Spectrum Enterprise Response:

Spectrum Enterprise has over 100,000 employees.

5.) Number of employees in local (RGV) site (if applicable).

Spectrum Enterprise Response:

Will provide upon award.

6.) Number of employees in customer service.

Spectrum Enterprise Response:

Will provide upon award.

7.) Number of employees with technical certifications.

Spectrum Enterprise Response:

Will provide upon award.

8.) Number of employees in local (RGV) site (if applicable) with technical Certifications.

Spectrum Enterprise Response:

Will provide upon award.

9.) Are your hardware and software dependent on third party vendors for manufacturing?

Spectrum Enterprise Response:

No

10.) Please list any items from current or anticipated equipment which you will not be able to provide maintenance.

Spectrum Enterprise Response:

Will provide upon award.

Repair/Response Times

1.) How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (Monday-Friday 8:00am to 5:00pm)

Spectrum Enterprise Response:

Will provide upon award.

2.) How long will it take for you to have a qualified technician on site outside normal business hours?

Spectrum Enterprise Response:

Will provide upon award.

3.) Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.

Spectrum Enterprise Response:

The City of Weslaco can contact its designated account representative, Arturo Garcia. Arturo's phone numbers are:

Office: **956-365-6656**
Cell: **956-535-0210**
Email: **Arturo.garcia@charter.com**

4.) Please provide a direct number for the person(s) who can immediately facilitate repairs during normal business hours (8:00-5:00 Monday-Friday)

Spectrum Enterprise Response:

Fiber support: 877-892-3423

5.) Please provide a direct number for the person(s) who can immediately facilitate evening and weekend repairs.

Spectrum Enterprise Response:

Fiber support: 877-892-3423

Market Differentiation

1.) Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.

Spectrum Enterprise Response:

Please refer to the *Company History* section in the Spectrum Enterprise Overview on page 4.

2.) Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.

Spectrum Enterprise Response:

Fiber Internet Access provides continuous, protected connectivity between your LAN and the Internet, with symmetrical connectivity for businesses that need high-bandwidth upload capability. Your Fiber Internet service runs on our wholly owned and redundant national fiber network.

Your Fiber Internet service is proactively monitored by our US-based dedicated enterprise NOC 24/7 to verify uptime and availability. Our industry-leading service level agreements ensure optimal network performance and availability for your mission-critical operations.

Standard Fiber Internet Access Features:

- Fiber Internet Access delivers an ultra-reliable and highly scalable service to help your organization meet its current and future demand for bandwidth
- Symmetrical connectivity speeds from 25 Mbps up to 10 Gbps for consistently reliable upload and download speeds
- Enterprise-grade Service Level Agreement

PRI delivers a highly-reliable voice trunk solution using our extensive, fiber network. The service is backed by 24x7 proactive monitoring, technical support and a competitive service level agreement. PRI offers unlimited local calling and Minutes of Use packages are scalable and include nationwide long-distance, toll-free and international calling to over 50 of the most popular worldwide calling destinations.

PRI connects your private branch exchange (PBX) or key system to the Public Switched Telephone Network and integrates a suite of management, reporting and business-continuity features to help maximize efficiency and keep you connected.

Features and Benefits of PRI:

- Enable Multiple Configurations: Match trunk capacity to business requirements with 12 or 23B+D channels.
- Leverage Dedicated Voice Bandwidth: PRI includes dedicated bandwidth for voice calls, so voice traffic no longer competes for bandwidth with data service.
- Manage Voice Services in Real Time*: Our Trunk Services Portal enables secure access to usage details and reporting capabilities and configure features where available.
- Control Nationwide Long-Distance and International Call Charges: Optional Minutes of Use packages are scalable and includes nationwide long-distance, toll-free* and international calling to over 50 of the most popular worldwide calling destinations.
- Reduce Capital Expenses: PRI integrates with your current PRI-compatible phone system so no new equipment is needed, which helps reduce up-front costs and training requirements.
- Experience Reliability: Spectrum Enterprise uses our fiber network for all PRI traffic and includes a competitive service-level agreement (SLA) to help ensure reliability with 24x7 proactive monitoring.
- Utilize Optional Toll-Free Service: Make it easy for your business contacts and customers to reach you – at no charge to them – with Toll-Free Service.

3.) Identify other Public Libraries in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided.

Spectrum Enterprise Response:

Will provide upon award.

4.) Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite visit, and if so how many, or whether you charge for the actual hours devoted to a project.

Spectrum Enterprise Response:

Will provide upon award.

5.) Please provide a minimum of five references (public libraries in the RGV are preferred. For each reference provide names and phone numbers of the primary contact person.

Spectrum Enterprise Response:

McAllen Independent School District
Contact: Patt Karr
Phone: 956-207-4870

Brownsville Independent School District
Contact: Todd Nichols
Phone:956-554-2702

Idea Public Schools
Contact: Pete Doria
Phone: 956-373-4834

Harlingen Independent School District
Contact: James Pearcy
Phone: 956-430-9540

Santa Rosa Independent School District
Contact: Hilda Rendon
Phone: 956-636-9819

Proposal and Pricing

Service or function	Quantity and/or Capacity	Monthly Recurring Fee
500 Mbps Fiber Internet Access	12-month term	$1,700.00
PRI	12-month term	$348.00

Product Overviews

Time Warner Cable Business Class's Dedicated Internet Access (DIA) service is now known as Spectrum Enterprise's Fiber Internet Access (FIA).

Fiber Internet Access (FIA)

Every second your business waits for file uploads, downloads and transfers is lost time, productivity and revenue. Fiber Internet Access (FIA) from Spectrum Enterprise provides secure, symmetrical connectivity – ranging from 25 Mbps to 10 Gbps – backed by industry-leading service level agreements (SLAs) for performance and uptime. Whether your business is in a rural or a metropolitan location, you can count on reliable as well as consistent speeds because of Spectrum Enterprise's fiber-rich network.

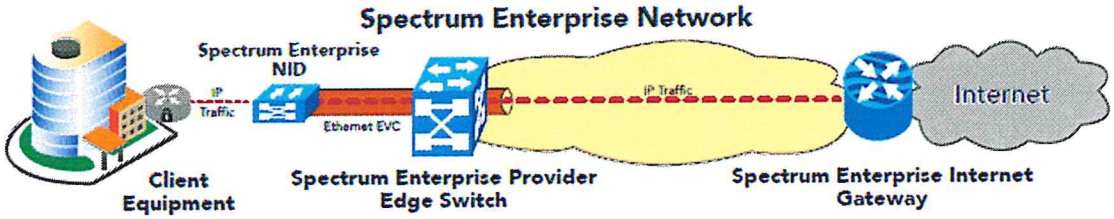
When you require equally high-capacity, scalable upload and download access, FIA delivers with predictably fast, high-bandwidth, secure Internet service to power your business.

Product Highlights

- Enable High-Bandwidth Connectivity: Dedicated, consistent symmetrical bandwidth is backed by industry-leading SLAs to help ensure network availability, Mean Time to Restore (MTTR), latency and packet delivery
- Maximize Internet Speeds: Enjoy consistent, symmetrical speeds ranging from 25 Mbps to 10 Gbps
- Ensure Reliability Regardless of Location: Get reliable connectivity whether your business is in a metropolitan or outlying area
- Enable End-to-End Security: Dedicated connectivity is delivered over Spectrum
- Enterprise's secure, fiber-rich network
- Ensure Maximum Performance and Uptime: Proactive monitoring is offered 24/7
- Rely on Dedicated Support: Spectrum Enterprise Technical Specialists are available 24/7

Product Options

- Integrate Robust Managed Network Security: Optional Managed Router Service for Internet is available for one predictable, cost-effective monthly fee



Technical Specifications

For businesses that demand greater bandwidth than our Broadband and Wideband Internet service, we offer Fiber Internet Access (FIA) for continuous, protected connectivity between your LAN and the Internet. As an alternative to traditional high-speed data connections, FIA provides symmetrical connectivity for businesses that need high-bandwidth upload capability. Your FIA service runs on our redundant and private end-to-end fiber network.

Your FIA service is proactively monitored 24/7 to verify uptime and availability. Our industry-leading Service-Level Agreements ensure optimal network performance and availability for your mission-critical operations.

Network

Our FIA is IP over IEEE 802.3-based full duplex non-circuit switched services. FIA is provisioned on dedicated, fiber optic facilities from the client's premise to the Spectrum Enterprise hub site and is terminated at the Ethernet aggregation switch from 25 Mbps to 10 Gbps. Spectrum Enterprise Fiber Internet Access service has been architected to have multiple routing paths over multiple, redundant network elements in the core network. The fiber access circuit is not susceptible to electromagnetic interference and is a highly reliable infrastructure.

Internet Access Demarcation

The client is responsible for the LAN infrastructure and configuration, including the physical connection to the router. Fiber connections to the Spectrum Enterprise network are managed by a dedicated router. All traffic is routed over the Spectrum Enterprise IP network until the traffic is required to travel to the public network.

Routing

Routing options are provided through LAN, static routing or Border Gateway Protocol (BGP). BGP routing can be used for dynamic routing of information between different administrative routing domains without passing explicit topology details.

Static IP Addresses

IP address space is included; more is available in accordance with ARIN IP allocation policies.

Billing and Technical Support

Spectrum Enterprise provides assistance in trouble reporting for any billing, technical or FIA service-related issues.

Network Monitoring

Spectrum Enterprise monitors all Internet routes 24/7 by polling the network devices every 5 minutes. Polling data includes registration failure, port down status and power failure. Real-time alarms are sent directly to the Commercial Network Operations Center. Our tools provide tests that are performed from various locations and keep both external and internal components under constant surveillance.

Site Access

The client must provide access to its site to Spectrum Enterprise personnel (or approved contractors) for the purposes of installing or maintaining its services. This includes access to buildings and point of demarcation (switch/router) for service installation and maintenance. For maintenance purposes, the CPE should be located in an area where it can be accessed by Spectrum Enterprise technicians. If the equipment is not accessible, then the client must provide access for troubleshooting and/or maintenance purposes.

Spectrum Enterprise Client Care Contact Numbers

East:	1-888-812-2591
Midwest:	1-888-286-3938
PacWest: (CA, CO, ID, WA, AZ):	1-888-881-5303
Texas:	1-877-892-3423

Primary Rate Interface (PRI)

Spectrum Enterprise PRI trunks are designed to provide a cost-effective and reliable voice service for your ISDN PRI-enabled PBX equipment. Below are some key considerations and interface requirements for a successful implementation for the PBX Administrator and IT/Network team.

Spectrum Enterprise PRI Interface to PBX

The Spectrum Enterprise-provided Voice Gateway (VGW) presents the DS-1 electrical interface(s) to the client PBX. Each PRI is constructed using a dedicated DS-1. Each PRI, whether 12B or 23B channels, has the D channel allocated to time slot 24.

The Spectrum Enterprise PRI presented to the client PBX has the following characteristics:

- Voice only
- Bidirectional only
- Framing: Extended Super Frame (ESF)
- Line Coding: Binary 8 Zero Suppression (B8ZS)
- D Channel: Always channel 24 of each PRI trunk; note: NFAS (PRI bonding) is not supported

- B Channel: The B channel selection algorithm supported on the VGW is Low- Low; this channel selection algorithm selects the first available B channel, based on a search beginning with the lowest-numbered B channel on the lowest-numbered DS-1 facility
- Cable Type: Cat 5 or better
- Network Interface Device: RJ-48
- Cable Length from VGW to PBX: Maximum 650 feet

Spectrum Enterprise recommends that the VGW be installed in a collocated arrangement with the PBX, whenever possible, with a minimum DS-1 cable length.

A DS-1 cross-connect or Network Interface Device (NID) will be supplied and installed by Spectrum Enterprise between the client PBX equipment and the VGW. An RJ-48 crossover cable is run from the VGW to the NID. A straight RJ-48 should be connected from the NID to the PBX.

Client Premise Equipment

Spectrum Enterprise will supply the following Spectrum Enterprise-owned and -operated equipment at the client premise:

- VGW, NID and fiber/Ethernet switch for fiber access sites
- VGW, NID and Cable Modem for Hybrid Fiber Coaxial (HFC) access sites

PRI Configuration Options

- DOCSIS: Fractional (12B+D channels) or Full (23B+D channels); Max. 1 PRI
- Fiber: Fractional (12B+D channels) or Full (23B+D channels); Max. 4 PRIs
- PRI Switch Protocol Types Supported: NI-1, NI-2 (default), 5ESS and DMS-100
- Clock Synchronization Source: The VGW (default) or the PBX is the source of the network clock
- Called Party Number (aka DID) Digits: The length of inbound Called Party Number/DID numbers can be truncated to a final length of 1 to 10 digits, as requested by the PRI client; truncation occurs from the leftmost digits
- PRI Trunk Group: A PRI trunk group may contain one or more physical PRI interfaces, and each PRI trunk group references a minimum of one PRI port; each TN is assigned to a PRI trunk group for inbound call termination, and the client may choose to assign any number of TN/DID numbers to a PRI trunk group, up to the allowed maximum for the account

Outbound Signaling

Redirecting Number Information Element (RNIE): RNIE support may be enabled (default) or disabled in the Spectrum Enterprise network. Spectrum Enterprise recommends clients use RNIE to explicitly signal call redirection events such as call forwarding and call transfer.

Calling Party Number (CPN) Authentication: Calls outbound from the customer PBX will be validated and routed by the Spectrum Enterprise network. The CPN (or Redirecting Number, in the case of a redirected call with RNIE support) must contain a valid telephone number.

Called Party Number: For Public Switched Telephone Network (PSTN) calls, the PBX should send a minimum of 10 digits, although 7-digit dialing is supported in those rate centers that support the practice. Short dial strings for special services codes such as 0, 411 and 911 are supported.

Custom Caller ID for Trunks: RCF numbers, toll-free numbers, other carriers' numbers and Spectrum Enterprise numbers from other ac- counts can be sent as the outbound Caller ID.

Per-Call Privacy: With Per-Call Privacy, the client PBX can be set to block (or unblock) the display of Caller ID on outbound calls. At service provisioning, the default value for CPN is Presentation Allowed. The client PBX can indicate Per-Call Privacy by specifying the Presentation Restricted code point in the Presentation Indicator field of the CPN information element in the ISDN SETUP message.

E-911 Calling: Spectrum Enterprise supports E-911 calling in full compliance with industry standards. The CLID provided for 911 calls is used to determine the Automatic Location Identification lookup that happens with the assigned PSAP.

Inbound Signaling

Inbound calls to the customer PBX will be offered to the destination port and a specific DS-0 B channel based on the trunk group configuration of the VGW.

Inbound Caller ID (Name & Number is default): BC PRI supports two methods for delivering Calling Name (CNAM) information to the PBX:

- The "Facility" information element in the ISDN SETUP message. (This is the NI-2000 standard method for transporting the CNAM over a PRI.)
- The "Display" information element. (This is an option compatible with the DMS-100 PRI variant.)

Calling Party Number: BC PRI will deliver CPN, contingent upon a properly formatted CPN being included in the call request. BC PRI will deliver the CPN exactly as provided to the PRI service (i.e., no prepending or truncation).

Call Privacy: Privacy preferences of the Calling Party will be applied if the information is signaled in the originating call request. Presence of a CPN is NOT required for inbound-call terminations.

Access

The client must provide site access to Spectrum Enterprise personnel (or approved contractors) for the purposes of installing or maintaining services. This includes access to buildings and the point of demarcation for service installation and maintenance.

Power Requirements

Client will provide three (3) outlets of unswitched 100V/120V AC power. The VGW does not have battery backup. The client should provide an uninterruptible power supply (UPS). The PRI equipment will draw a maximum of 600 watts.

Physical Space Requirements

- Rack shelf to fit Gateway: 2.5"(H) x 17.25"(W) x 10.0"(D)
- 110V AC power outlets (3)
- Site temperature between 32°F and 104°F (0° to 40°C) with adequate air circulation

Service-Level Agreement (SLA)

Spectrum Enterprise PRI service has a service- level agreement of 99.99% target availability, excluding planned maintenance.

Billing and Technical Support

Spectrum Enterprise provides assistance in trouble reporting for any billing, technical or PRI service-related issues.

Vendor E-Rate SPIN

The Time Warner Cable Business LLC SPIN is: 143048275

Benefits for K-12 Schools:

Implement Cost-Effective, E-Rate-Eligible Services

Charter Communications has established relationships with some of the largest education systems in the country so we understand a school system's growing needs. Upgrade to advanced solutions tailored to fit elementary and secondary school bandwidth needs and shrinking budgets. Most offerings are eligible for E-Rate discounts, and our education-focused professionals are very familiar with the rules and regulations of the E-Rate program.

Create Rich Learning Environments

Stimulate minds and imaginations with multimedia learning. Provide administrators, educators and students reliable, high-bandwidth, secure Internet and network access to a world of resources.

Communicate Securely

Safeguard your network and reduce risk with a secure, private Ethernet network or an end-to-end managed security solution that addresses your school's unique policies and requirements, and delivers comprehensive security no matter where people access your network.

Reliably Connect District Offices and Schools

Use our nationwide 350,000-mile fiber-rich IP network to connect your schools and district offices with dedicated fiber, empowering you to share information efficiently, securely and cost effectively. Furthermore, our self-healing fiber-ring topology protects your critical data and provides superior network availability and resiliency. We stand behind our solutions and your schools with an end-to-end industry-leading Service Level Agreement (SLA) that extends across our backbone, metro core and last-mile network for fiber-based services.

Easily Scale a Broad Portfolio of Solutions to Meet Your Evolving Needs

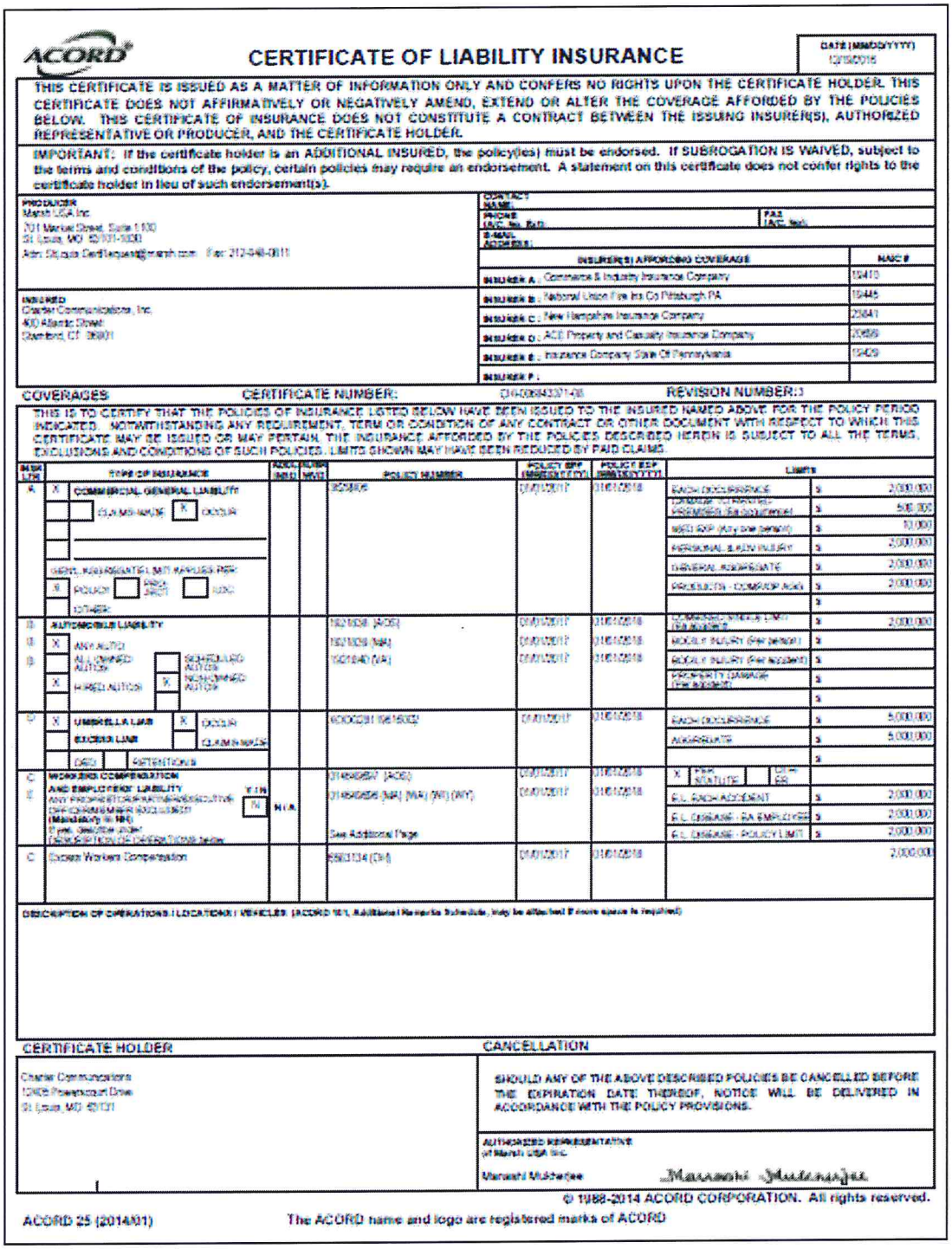
Choose from a full suite of Internet, voice, television, network and cloud services that are right-sized to your institution's needs and district's budget. And quickly and easily scale your infrastructure and bandwidth as your needs evolve with just a phone call and little or no downtime.

Simplify Operations and Free Up IT Resources

Partner with Charter Communications for all your networking and communications needs. Our dedicated local service and support professionals will ensure your communications infrastructure remains up and running, so you can focus more on innovation and education.

Attachments

Certificate of Insurance



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2016

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

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

PRODUCER
Marsh USA Inc.
701 Market Street, Suite 1100
St. Louis, MO 63101-1830
Attn: StLouis.CertRequest@marsh.com Fax: 212-948-0811

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Commerce & Industry Insurance Company	19410
INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
INSURER C : New Hampshire Insurance Company	23841
INSURER D : ACE Property and Casualty Insurance Company	20699
INSURER E : Insurance Company State Of Pennsylvania	19429
INSURER F :	

INSURED
Charter Communications, Inc.
400 Atlantic Street
Stamford, CT 06901

COVERAGES CERTIFICATE NUMBER: [illegible] REVISION NUMBER:3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			BE6866	04/01/2017	31/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [illegible]	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			1921609 (ACE) 1921609 (NH) 1921640 (NA)	04/01/2017 04/01/2017 04/01/2017	31/01/2018 31/01/2018 31/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [illegible]	$ 2,000,000 $ $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XSDO0231 9515002	04/01/2017	31/01/2018	EACH OCCURRENCE AGGREGATE [illegible]	$ 5,000,000 $ 5,000,000 $
C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	3164668 (ACE) 3164668 (NH) (WA) (WI) (WY) See Additional Page	04/01/2017 04/01/2017	31/01/2018 31/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 2,000,000 $ 2,000,000 $ 2,000,000
C	Excess Workers Compensation			8503134 (OH)	04/01/2017	31/01/2018		2,000,000

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

CERTIFICATE HOLDER

Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Marsahi Mukherjee Marsahi Mukherjee

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AGENCY CUSTOMER ID: 405245
LOC #: St. Louis

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.	NAMED INSURED Charter Communications, Inc. 400 Atlantic Street Stamford, CT 06901
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:

Carrier: New Hampshire Insurance Company
Policy Number: 0148499[illegible] (MN)
Effective Date: 01/01/2017
Expiration Date: 01/01/2018
Limits: Refer to Workers Comp limits on certificate

Carrier: New Hampshire Insurance Company
Policy Number: 0148499[illegible] (AZ,(UL) (KY) (NC) (NH) (NJ) (PA) (VT) (WA),(VT)
Effective Date: 01/01/2017
Expiration Date: 01/01/2018
Limits: Refer to Workers Comp limits on certificate

Carrier: New Hampshire Insurance Company
Policy Number: 0148499700 (MD)
Effective Date: 01/01/2017
Expiration Date: 01/01/2018
Limits: Refer to Workers Comp limits on certificate

Carrier: New Hampshire Insurance Company
Policy Number: 0148499701 (OR)
Effective Date: 01/01/2017
Expiration Date: 01/01/2018
Limits: Refer to Workers Comp limits on certificate

Carrier: New Hampshire Insurance Company
Policy Number: 0148499702 (TX)
Effective Date: 01/01/2017
Expiration Date: 01/01/2018
Limits: Refer to Workers Comp limits on certificate

ACORD 101 (2008/01)

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AGENCY CUSTOMER ID: 405245
LOC #: St. Louis

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.	NAMED INSURED Charter Communications, Inc. 400 Atlantic Street Stamford, CT 06901
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Charter Communications, Inc. and their
- subsidiaries, associated, affiliated and interrelated companies,
- controlled or majority (more than 50%) owned partnerships, limited liability companies
- interest only in (or the subsidiaries' interest in) any other partnerships or joint ventures or limited liability companies
- interest in (or the subsidiaries' interest in) any company or organization coming under its active management or control
- any entity or party required to be insured under any contract or agreement which may now exist, may have previously existed, or may hereafter be created or acquired

American Cable Entertainment Company, Athens Cablevision, LLC, Bresnan Broadband Holdings, LLC, Bresnan Broadband of Colorado, LLC, Bresnan Broadband of Montana, LLC, Bresnan Broadband of Utah, LLC, Bresnan Broadband of Wyoming, LLC, Bresnan Communications, LLC, Bresnan Digital Services, LLC, Bresnan Microwave of MT, LLC, Bright House Networks Information Systems (Alabama), LLC, Bright House Networks Information Systems (California), LLC, Bright House Networks Information Systems (Florida), LLC, Bright House Networks Information Systems (Indiana), LLC, Bright House Networks Information Systems (Michigan), LLC, Bright House Networks, LLC, Cable Equities Colorado, LLC, CC-10, LLC, CC Michigan, LLC, CC Systems, LLC, CC VIII Fiberlink, LLC, CC VIII Operating, LLC, CCO SoCal I, LLC, CCO SoCal II, LLC, Charter Advanced Services (AL), LLC, Charter Advanced Services (CA), LLC, Charter Advanced Services (CO), LLC, Charter Advanced Services (CT), LLC, Charter Advanced Services (GA), LLC, Charter Advanced Services (IL), LLC, Charter Advanced Services (LA), LLC, Charter Advanced Services (MA), LLC, Charter Advanced Services (MO), LLC, Charter Advanced Services (NE), LLC, Charter Advanced Services (NH), LLC, Charter Advanced Services (MS), LLC, Charter Advanced Services (MT), LLC, Charter Advanced Services (NC), LLC, Charter Advanced Services (ND), LLC, Charter Advanced Services (NH), LLC, Charter Advanced Services (NV), LLC, Charter Advanced Services (NY), LLC, Charter Advanced Services (OR), LLC, Charter Advanced Services (SC), LLC, Charter Advanced Services (TN), LLC, Charter Advanced Services (TX), LLC, Charter Advanced Services (UT), LLC, Charter Advanced Services (VA), LLC, Charter Advanced Services (VT), LLC, Charter Advanced Services (WA), LLC, Charter Advanced Services (WI), LLC, Charter Advanced Services (WV), LLC, Charter Advanced Services VIII (MI), LLC, Charter Advanced Services VIII (MN), LLC, Charter Advanced Services VIII (WI), LLC, Charter Cable Partners, LLC, Charter Communications Entertainment I, LLC, Charter Communications Entertainment II, LLC, Charter Communications Entertainment VII, LLC, Charter Communications Operating, LLC, Charter Communications Properties LLC, Charter Communications VI, L.L.C., Charter Communications, LLC, Charter Fiberlink - Alabama, LLC, Charter Fiberlink - Georgia, LLC, Charter Fiberlink - Illinois, LLC, Charter Fiberlink - Maryland II, LLC, Charter Fiberlink - Michigan, LLC, Charter Fiberlink - Missouri, LLC, Charter Fiberlink - Nebraska, LLC, Charter Fiberlink - Pennsylvania, LLC, Charter Fiberlink - Tennessee, LLC, Charter Fiberlink AR-CCVII, LLC, Charter Fiberlink CA-CCO, LLC, Charter Fiberlink CC-VIII, LLC, Charter Fiberlink CO-CCO, LLC, Charter Fiberlink CT-CCO, LLC, Charter Fiberlink LA-CCO, LLC, Charter Fiberlink MA-CCO, LLC, Charter Fiberlink MS-CCVII, LLC, Charter Fiberlink NC-CCO, LLC, Charter Fiberlink NH-CCO, LLC, Charter Fiberlink NV-CCVII, LLC, Charter Fiberlink NY-CCO, LLC, Charter Fiberlink OH-CCO, LLC, Charter Fiberlink OR-CCVII, LLC, Charter Fiberlink SC-CCO, LLC, Charter Fiberlink TX-CCO, LLC, Charter Fiberlink VA-CCO, LLC, Charter Fiberlink VT-CCO, LLC, Charter Fiberlink WA-CCVII, LLC, Charter Video Electronics, LLC, Citicasters Communications LLC, Falcon Cable Media, a California Limited Partnership, Falcon Cable Systems Company II, L.P., Falcon Cablevision, a California Limited Partnership, Falcon Community Cable, L.P., Falcon Community Ventures I Limited Partnership, Falcon First Cable of the Southeast, LLC, Falcon Telecable, a California Limited Partnership, Falcon Video Communications, L.P., Hometown T.V., LLC, HPI Acquisition Co. LLC, Insight Communications Midwest, LLC, Insight Communications of Central Ohio, LLC, Insight Kentucky Partners II, L.P., Interlink Communications Partners, LLC, Long Beach LLC, Marcus Cable, LLC, Marcus Cable Associates, L.L.C., Marcus Cable of Alabama, L.L.C., Midwest Cable Communications, LLC, NaviSite LLC, Oceanic Time Warner Cable LLC, Peachtree Cable TV, L.P., Renaissance Media (LA), LLC, Rifkin Acquisition Partners, LLC, Rifkin Media Group, LLC, Scottsboro TV Cable, LLC, The Falcon Group, L.P., Time Warner Cable Business LLC, Time Warner Cable Enterprises LLC, Time Warner Cable Information Services (Alabama), LLC, Time Warner Cable Information Services (Arizona), LLC, Time Warner Cable Information Services (California), LLC, Time Warner Cable Information Services (Colorado), LLC, Time Warner Cable Information Services (Hawaii), LLC, Time Warner Cable Information Services (Idaho), LLC, Time Warner Cable Information Services (Illinois), LLC, Time Warner Cable Information Services (Indiana), LLC, Time Warner Cable Information Services (Kansas), LLC, Time Warner Cable Information Services (Kentucky), LLC, Time Warner Cable Information Services (Maine), LLC, Time Warner Cable Information Services (Massachusetts), LLC, Time Warner Cable Information Services (Michigan), LLC, Time Warner Cable Information Services (Missouri), LLC, Time Warner Cable Information Services (Nebraska), LLC, Time Warner Cable Information Services (New Hampshire), LLC, Time Warner Cable Information Services (New Jersey), LLC, Time Warner Cable Information Services (New Mexico), LLC, Time Warner Cable Information Services (New York), LLC, Time Warner Cable Information Services (North Carolina), LLC, Time Warner Cable Information Services (Ohio), LLC, Time Warner Cable Information Services (Pennsylvania), LLC, Time Warner Cable Information Services (South Carolina), LLC, Time Warner Cable Information Services (Tennessee), LLC, Time Warner Cable Information Services (Texas), LLC, Time Warner Cable Information Services (Virginia), LLC, Time Warner Cable Information Services (Washington), LLC, Time Warner Cable Information Services (West Virginia), LLC, Time Warner Cable Information Services (Wisconsin), LLC, Time Warner Cable Internet LLC, Time Warner Cable Media LLC, Time Warner Cable Midwest LLC, Time Warner Cable New York City LLC, Time Warner Cable Northeast LLC, Time Warner Cable Pacific West LLC, Time Warner Cable Southeast LLC, Time Warner Cable Sports LLC, Time Warner Cable Texas LLC, TWC Administration LLC, TWC Digital Phone LLC, TWC News and Local Programming LLC, TWC Regional Sports Network I LLC, Vista Broadband Communications, LLC,

...and any corporation or other business organization other than a joint venture in which the Named Insured shown in the declarations has an interest during the policy period an ownership of more than 50% and which is domiciled within the United States of America, its territories or possessions, Puerto Rico or Canada.

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AGENCY CUSTOMER ID: 405245
LOC #: St. Louis

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc	NAMED INSURED Charter Communications, Inc 400 Atlantic Street Stamford, CT 06901
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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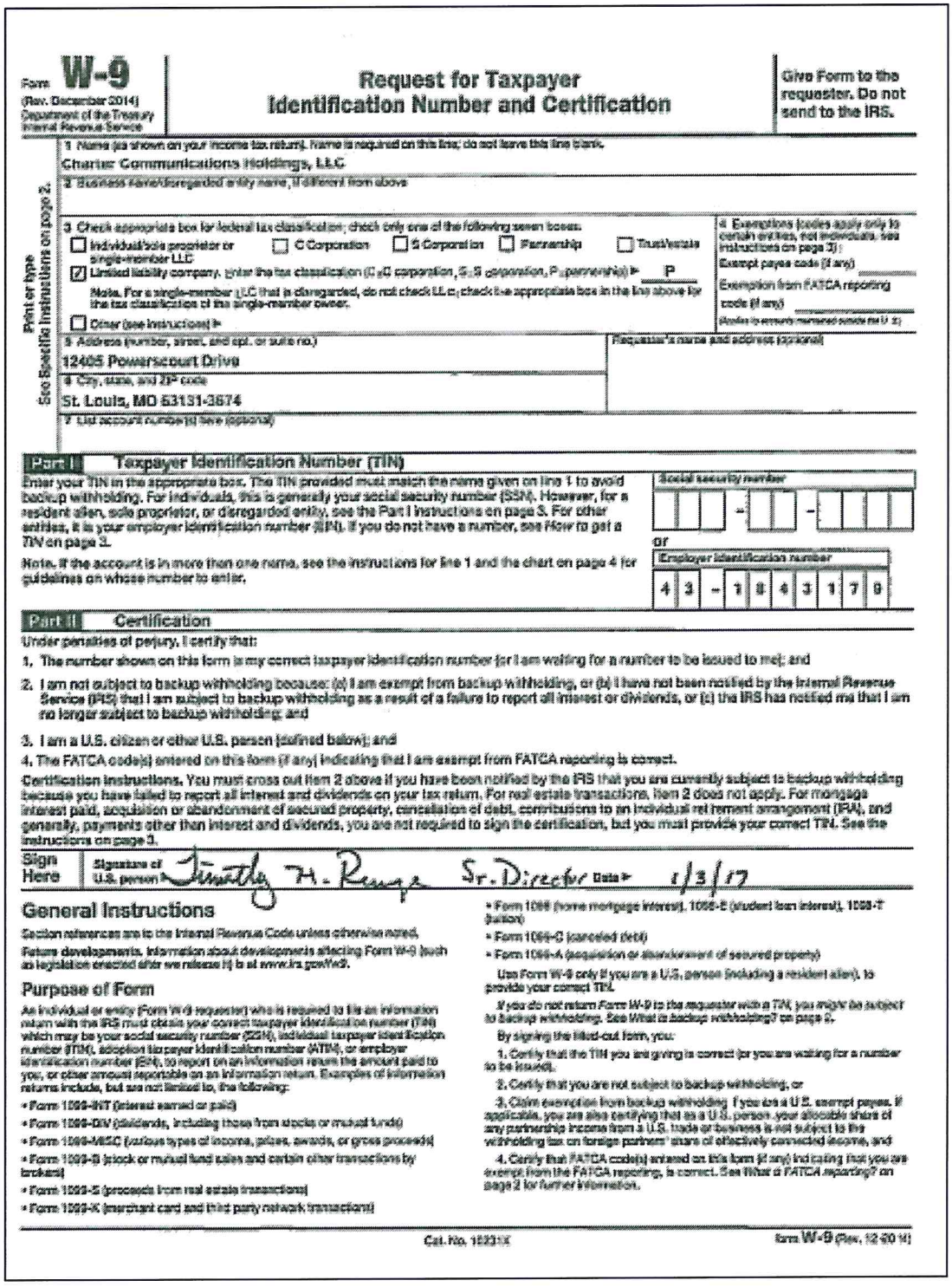
W-9



Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Charter Communications Holdings, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes.
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
12405 Powerscourt Drive

Requester's name and address (optional)

6 City, state, and ZIP code
St. Louis, MO 63131-3674

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 43-1843170

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | Signature of U.S. person ▶ Timothy M. Reuge Sr. Director Date ▶ 1/3/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X — Form **W-9** (Rev. 12-2014)

Exception Chart

This Exception Chart is a necessary component of the response provided by Time Warner Cable Business LLC (hereafter identified as "TWC" in the Exception Chart and any associated exhibit(s)) to the City of Weslaco (Mayor Joe V. Sanchez Public Library) ("Customer") Request for Proposal Number 2016-17-12 for E-Rate Internet Access (the "RFP"). The Time Warner Cable Business Class Terms and Conditions and the Addendum to Time Warner Cable Business Class Terms and Conditions Supplemental E-Rate Terms and Conditions (collectively, "Terms and Conditions") attached hereto as Exhibit 1, incorporated into this response by reference and made a part thereof, shall govern the contractual relationship between the parties (the "Contract") and the provision of the services (the "Services") under the Contract. The exceptions to the RFP sections set forth in this Exception Chart shall also apply to the parties.

ITEM #	PAGE #	REFERENCE	EXCEPTION SUMMARY
1	1	First and second paragraphs, reference to E-Rate program requirements Second paragraph, reference to E-Rate program requirements	**SLD Funding Condition:** With respect to any Services for which Customer will seek any discounts under the federal E-Rate Program administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) ("**Discounts**"), Customer acknowledges that TWC is not required to begin installation of any TWC equipment or otherwise incur costs to provide such Services under a Service Order unless and until Customer notifies TWC that either (i) Customer has received confirmation of applicable Discounts or (ii) Customer elects to pay the Gross Monthly Service Charges set forth on the Service Order in full. Commencement of TWC work may start prior to July 1 if installation needs to take place in order for Services to commence on July 1, subject to E-Rate program terms and conditions related to installation costs for Priority 1 services. TWC reserves the right to modify the scope of or terminate the Contract based on the funding level approved by the SLD and will notify Customer of any changes in writing. Customer shall appropriately identify all ineligible equipment and Services and comply with E-rate rules and procedures regarding cost allocation and subtraction of the value of ineligible equipment and services on the Form 471. **Use of E-Rate Funds:** To the extent that Customer uses Discounts to pay any portion of the Service charges, Customer will file all applicable forms and certifications by required deadlines and otherwise make every effort to accurately complete forms and comply with all E-Rate rules, regulations, and procedures, including, but not limited to, technology plan and Children's Internet Protection Act (CIPA) requirements. TWC will work with Customer to comply with the E-Rate program. Customer shall collaborate with TWC in writing the Form 471 Item 21 Attachment and shall allow TWC to review the Form 471 prior to filing it with USAC. Customer shall provide TWC with a copy of the filed Form 471 and Item 21 Attachment. During the Program Integrity Assurance

ITEM #	PAGE #	REFERENCE	EXCEPTION SUMMARY
			(PIA) review, Customer shall respond to any and all questions and requests for information in a complete and timely manner so as not to delay the funding commitment decision or risk being denied funding. Customer shall file Form 486 in a timely manner following receipt of the Funding Commitment Decision Letter and delivery of Service by TWC, and if applicable, the Form 472 (BEAR), but in no circumstances after E-Rate program filing deadlines. To the extent that funding of the amount of E-Rate Discounts necessary to fulfill the terms of this Contract is reduced, denied, eliminated, or otherwise not available from the SLD, Customer shall promptly notify TWC of the SLD's determination. If the entire requested Discount amount is denied or if the approved Discount amount is less than the amount needed to pay TWC in full in accordance with this Contract due to the SLD's determination that Customer or its consultants failed to comply with E-Rate rules and regulations, Customer shall use its best efforts to reinstate all applicable Discount amounts or find another source of funds to ensure that TWC receives the total contracted Service charges. In such event, the Contract shall remain in full force and effect and Customer shall be liable for all contracted Service charges. TWC shall continue to provide the Services, but may, in its sole discretion, reduce or modify the contracted Services provided to Customer to account for the discrepancy in E-Rate funding. To the extent that denial or reduction of funding is due to the SLD's determination that TWC failed to comply with E-Rate rules and regulations, TWC will make every effort to restore the Discount amounts through appeal procedures. In such event, the Contract shall remain in full force and effect and Customer shall continue to pay TWC for its portion of the Service charges that would have been due without the Discount, plus applicable taxes and fees. TWC shall continue to provide the Services, but will consult with Customer to reduce or modify the contracted Services provided to Customer to account for the decreased amount being paid for the Services.
2	1	Third paragraph, reference to renewal terms	Any renewals of a Service Order or the Contract shall require the written consent of Customer and of TWC.
3	2	First paragraph, reference to guarantees	TWC is not a manufacturer of the equipment used to deliver the Services, so TWC cannot warrant that the equipment is free from defects. If the Services are not functioning properly, then TWC is obligated to fix such problem (which may include replacement of equipment). In addition, because TWC is a service provider and does not sell goods, it does not offer any infringement warranties. Any warranties provided by TWC with respect to the Services are as set forth in the Terms and Conditions and are limited by (a) the disclaimer of warranties set forth in Section 13.0 of the Terms and Conditions and (b) the limitation of liability set forth in Section 14.0 of the Terms and Conditions.

ITEM #	PAGE #	REFERENCE	EXCEPTION SUMMARY
4	2	First paragraph, reference to guarantees Fourth paragraph, reference to performance and service levels	TWC's Service Level Agreement for the Services attached hereto as **Exhibit 2** applies to the technical specifications, credits, outages, and requirements of the provision of Services.
5	3	First full paragraph	Because the Contract is for the provision of Services, provisions related to the sale of goods are not applicable to the Contract. Such provisions include, without limitation, provisions related to reseller authorizations, manufacturer's warranties, assumption of liabilities, risk of loss, delivery, packaging, shipment, inspection of goods or materials, and any other related provisions. TWC will use its standard equipment in the types and amounts as it deems necessary in its sole discretion in order to provide the Services to Customer.
6	6	Proposal and Pricing, reference to hidden or unforeseen costs	TWC's pricing excludes taxes, fees, and surcharges. Except to the extent Customer is expressly exempt as a matter of law, Customer shall pay any federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services or products that are the subject of the Contract, including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees or state and local regulatory fees to the extent applicable. TWC shall have the right to recover from Customer, and Customer shall pay, the amount of any federal, state or local fees, charges or taxes arising as a result of the Contract that are imposed on TWC or TWC's Services, or measured on TWC's receipts, and any other costs or expenses that TWC is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. TWC shall also have the right to recover from Customer any increases in any such taxes, fees and surcharges.

Exhibit 1—Terms and Conditions

1.0 AGREEMENT

These Time Warner Cable Business Class Terms and Conditions ("Terms and Conditions"), and any Time Warner Cable Business Class Service Orders (as described in Section 2.2 below) are hereby incorporated into the Time Warner Cable Business Class National Service Agreement or the Time Warner Cable Business Class Service Agreement, as the case may be, ("Service Agreement") and constitute the "Master Agreement" by and between Customer and TWC (collectively, the "Parties" or each individually a "Party") for the services specified on Service Orders ("Services"). The attachments to these Terms and Conditions ("Attachments") further describe TWC's services and are hereby incorporated into, and made a part of, these Terms and Conditions by this reference. The Attachments set forth additional terms and conditions for the applicable Service. "TWC" means the Time Warner Cable Enterprises LLC-affiliated entity that is providing the Services.

2.0 SERVICES AND SERVICE ORDERS

2.1 Subject to the terms and conditions of the Master Agreement, TWC shall provide Customer with the Services in accordance with any Service Order entered into by the Parties. Customer understands and agrees that certain Services may not be available in all TWC service areas and that TWC, upon entering into a Service Order with Customer may, at TWC's discretion, utilize one or more of its affiliates or third parties to deliver the Services ("Third Party Services"). The Third Party Services may be subject to additional terms and conditions. Unless otherwise set forth, TWC shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control.

2.2 Customer shall request Services by issuing to TWC one or more proposed service and/or work order(s) (in the form provided or approved by TWC) or via a mutually agreed electronic order entry system. Upon TWC's acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed a "Service Order" hereunder and shall be deemed incorporated into, and made a part of, the Master Agreement by this reference. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) TWC's acceptance of such proposed service and/or work order in writing; or (b) TWC's commencement of delivery of the Service(s) set forth in such proposed service and/or work order.

3.0 SERVICE & EQUIPMENT INSTALLATION

3.1 Customer shall obtain and maintain, or ensure that each Customer employee or branch office which uses the Service (each, an "End User"), shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Services and TWC Equipment (as defined in Section 4 below) at Customer's and any End User's facilities. Customer shall permit TWC reasonable access to the Customer's and any End User's facilities at any time as needed to install, configure, upgrade, maintain or remove the TWC Equipment and other Service components collocated at Customer's or an End User's facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, construction, maintenance and operation of the Service and any TWC Equipment as specified by TWC and that is required to provide the Services. In addition, Customer shall provide TWC with floor space, rack space, other space and clean power as is reasonably necessary for the installation, construction, and operation of TWC Equipment at the Customer locations identified in a Service Order. Customer shall not charge TWC, and shall ensure that TWC does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power or access as described in these Terms and Conditions, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by an End User shall be borne solely by Customer.

3.2 Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on a Service Order. TWC shall provide Customer with a completion notice ("Completion Notice") upon completion of the installation of a Service. In the event that TWC is unable to install the Service in accordance with the agreed upon schedule as a result of (a) Customer's (or its End User's) failure to deliver any required materials, support or information to TWC; or (b) TWC not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service,

then Customer shall pay TWC its standard installation fee for any installation trip made by TWC and an additional installation fee for each subsequent trip necessitated to perform the installation. Customer shall perform interconnection of the Services and TWC Equipment with Customer's or an End User's equipment, unless otherwise set forth in an Attachment or agreed in writing between the Parties.

4.0 SUPPORT & MAINTENANCE

TWC shall use commercially reasonable efforts to maintain the TWC-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items (collectively, "TWC Equipment"), on TWC's side of the demarcation points used by TWC to provide the Service. Equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by TWC and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall TWC be responsible for providing support for any network, equipment or software not provided and installed by TWC or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, TWC shall use commercially reasonable efforts to restore any cable cuts on the TWC network and shall keep Customer reasonably advised of such restoration progress. Customer shall provide routine operational Service support for TWC Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by TWC.

5.0 CUSTOMER OBLIGATIONS

5.1 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of the Master Agreement. Customer shall not resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by TWC. Customer shall ensure that its End Users' use of the Service, if any, shall comply with all applicable laws and regulations and terms of the Master Agreement. TWC may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with the Master Agreement.

5.2 Customer shall ensure that all TWC Equipment at Customer's and End Users' facilities remains free and clear of all liens and encumbrances, and Customer shall be responsible for loss or damage to the TWC Equipment while at Customer's or an End User's facilities. Customer is responsible for ensuring that any Customer equipment used in connection with the Services is protected from fraudulent or unauthorized access. Customer is responsible for all access to and use of the Service (whether or not such use is fraudulent or authorized) and for the payment of all charges incurred on Customer's Service account, including any charges resulting from fraudulent or unauthorized access to any Customer equipment until such time as Customer informs TWC of such fraudulent or unauthorized access. In addition, as between the Parties, Customer is responsible for: (a) all content that is viewed, stored or transmitted via the Service; and (b) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer shall conform its equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by TWC.

5.3 Customer shall not use, or allow the Services to be used, in a manner that would cause, or be likely to cause, TWC to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and TWC agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Master Agreement.

6.0 TERM

The Master Agreement shall commence on the earlier to occur of (a) the date of the last signature on the Service Agreement (the "Effective Date") or (b) TWC's commencement of delivery of the Service(s) set forth in a Service Order, and shall remain in effect for the term specified in the Service Agreement, or if no term is specified, until the expiration or termination of all Service Orders (the "Term"). The term for the applicable Service shall be set forth in the Service Order ("Initial Order Term") and shall remain in effect until expiration as set forth in the Service Order. Unless otherwise specified in the Service Order, if the Customer continues to receive Services

after the expiration of the Initial Order Term, the Services shall renew on a month to month basis on the same terms and conditions ("Renewal Order Term", collectively with Initial Order Term, "Order Term"). The fees for the Renewal Order Term shall be as set forth in Section 7.

7.0 PAYMENT

For each Service, Customer shall pay TWC all recurring and non-recurring charges, fees and taxes, (which may include installation, construction, and activation charges, measured and usage-based charges, local, long distance, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the "Service Charges") as set forth on the Service Order in accordance with the following payment terms: Service Charges shall be billed to Customer on a monthly basis commencing upon installation, and are payable within thirty (30) days after the date appearing on the invoice. Customer must bring any billing error to TWC's attention within thirty (30) days after the date appearing on the applicable invoice or Customer waives its right to a refund or credit associated with such billing error. TWC shall not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. TWC shall have the right to increase Service Charges for each Service after the Initial Order Term for such Service upon thirty (30) days written notice to Customer. TWC may charge a late fee for any amounts which are not paid when due. The late fee shall be the lesser of one and one-half percent (1.5%) per month or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If TWC fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates, and Customer shall pay such invoice in accordance with these payment terms.

8.0 TAXES

8.1 Customer shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of the Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. TWC shall have the right to recover from Customer, and Customer shall pay, the amount of any state or local fees, charges or taxes arising as a result of the Master Agreement that are imposed on TWC or TWC's Services, or measured on TWC's receipts, and any other costs or expenses that TWC is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. TWC shall be responsible for and shall pay all taxes measured by TWC's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under the Master Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon TWC's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on TWC's net income. Customer shall provide TWC any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Master Agreement. Customer hereby consents that TWC may disclose such written documentation, which may include a tax exemption form, to any governmental authority. To the extent such documentation is held invalid for any reason, Customer shall reimburse TWC for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.2 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification and/or treatment of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC and/or its customers. Customer agrees that TWC has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding TWC's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes and surcharges that TWC currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable Enterprises LLC, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

9.0 PROPRIETARY RIGHTS AND CONFIDENTIALITY

9.1 All materials including, but not limited to, any TWC Equipment (including related firmware), software, data and information provided by TWC, any identifiers or passwords used to access the Service or otherwise provided

by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "TWC Materials") shall remain the sole and exclusive property of TWC or its suppliers. Nothing herein is intended to convey any right or ownership interest to Customer or any other person or entity in or to such TWC Materials. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for under the Master Agreement. Customer may use the TWC Materials solely for Customer's use of the Service during any applicable Order Term and the same may not be transferred by Customer to any other person, corporation or entity. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the TWC Materials, in whole or in part, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer in the Master Agreement are reserved to TWC. Customer shall not open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC, and shall not remove any markings or labels from the TWC Equipment indicating TWC (or its suppliers) ownership or serial numbers.

9.2 Customer shall maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted in the Master Agreement, the TWC Materials and any other information and materials provided by TWC in connection with the Master Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of the Master Agreement.

9.3 If software is provided to Customer under the Master Agreement, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the applicable Order Term.

10.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS

TWC has the right, but not the obligation, to upgrade, modify and enhance the TWC Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC has the right to add to, modify or delete any provision of these Terms and Conditions. TWC shall notify Customer of any material adverse change to these Terms and Conditions or Service descriptions by posting such modified Terms and Conditions or Service description on the TWC web site or by email, or, if applicable, in the appropriate TWC tariff. Upon the effectiveness of any addition, modification or deletion, Customer's continued use of the Services shall constitute Customer's consent to such addition, modification or deletion, and agreement to continue to be bound by the Master Agreement. In any event, if TWC modifies the Services or these Terms and Conditions and such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate, without penalty, the Service Order relating to the affected Service.

11.0 TERMINATION

11.1 Either Party may terminate the Master Agreement or a Service Order: (a) upon thirty (30) days written notice to the other Party of the other Party's material breach of the Master Agreement or the applicable Service Order, provided that such material breach is not cured within such thirty (30) day period; (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange (each a "Bankruptcy Event"); or (c) immediately, in the event that, after entering into such Service Order, TWC conducts a site survey and learns that the construction costs shall require a material increase in the Service Charges. In the event that Customer fails to comply with any applicable laws or regulations or the terms of the Master Agreement, upon thirty (30) days written notice TWC may suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, TWC may immediately terminate or suspend Customer's or its End User's use of the Service if such use is determined by TWC, in its sole discretion, to be resulting in a material degradation of the TWC network, until such time as such degradation has been remedied. In the event of a suspension of Service, TWC may require the payment of reconnect or other charges before restarting the suspended Service.

11.2 Upon the termination or expiration of the Master Agreement (including all Service Orders): (a) TWC's obligations under the Master Agreement shall cease; (b) Customer shall promptly pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration, and any deinstallation fees, if any;

(c) Customer shall promptly cease all use of any software provided by TWC under the Master Agreement, and shall return such software to TWC; and (d) Customer shall return to TWC or permit TWC to remove, in TWC's discretion, the TWC Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall reimburse TWC for the reasonable and documented costs of the repair or replacement, at TWC's discretion, of any TWC Equipment not returned in accordance with this Section 11.

11.3 In addition, notwithstanding anything to the contrary in the Master Agreement, in the event this Master Agreement or any Service Order hereunder terminates for any reason other than TWC's material breach or a Bankruptcy Event impacting TWC (as permitted in Sections 11.1(a) or (b)) or as permitted in Section 11.1(c) above, Customer shall, at TWC's discretion: (a) promptly pay TWC the full amount of the Service Charges that Customer would have been charged for the remainder of the Initial Order Term or the then-current Renewal Order Term; or (b) reimburse TWC for all volume, term or other discounts and credits provided in anticipation of full performance of Customer's obligations and any unpaid portion of the installation or construction fee.

11.4 The provisions of sections 7 - 9, 11 - 15, 17.1, 18, 19, 21 – 23, 25 and 26 and the Attachments shall survive the termination or expiration of the Master Agreement.

12.0 INDEMNIFICATION

Customer shall defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 5 of these Terms and Conditions; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; or (c) any fees, fines or penalties incurred by TWC as a result of Customer's violation of the 10% Rule as set forth in Attachment D.

13.0 DISCLAIMER OF WARRANTY

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE, AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, THE SERVICE, TWC EQUIPMENT AND TWC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, TWC DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY TWC SHALL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THE MASTER AGREEMENT AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THE MASTER AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

14.0 LIMITATION OF LIABILITY

IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TWC'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER UNDER THE MASTER AGREEMENT. TWC SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

15.0 DISCLOSURE OF CUSTOMER INFORMATION

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "Telecommunications Act"), the Federal Cable Communications Act (the "Cable Act"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in Attachment B (Voice Services), the Subscriber Privacy Policy, and, if applicable, in TWC's tariff, which are incorporated into, and made a part of, the Master Agreement by this reference. The Subscriber Privacy Policy is available at www.twc.com/legal (the "Subscriber Privacy Policy"). In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("ARIN") or any similar agency, or in accordance with the Subscriber Privacy Policy or, if applicable, tariff. In addition, TWC shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

16.0 FORCE MAJEURE

Notwithstanding anything to the contrary in the Master Agreement, a Party shall have no liability to the other due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "Force Majeure Event"). Notwithstanding anything to the contrary in the Master Agreement, Customer may terminate the affected Service Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents TWC from delivering the Service under such Service Order(s).

17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS

17.1 In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of TWC's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by TWC in providing the Service, Customer acknowledges and agrees that TWC may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided TWC notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer under the Master Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies TWC at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that TWC is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and TWC is required under applicable law to apply those rates to Customer's purchase of Service under the Master Agreement, then the terms set forth in the applicable tariff or rate schedule shall

govern TWC's delivery of, and Customer's use or consumption of the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate the Master Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.2 The Master Agreement, including the Attachments and the Service Order(s), are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which TWC provides the Services. If any provision of the Master Agreement, the Attachments, or the Service Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided under the Master Agreement, then such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and the Service Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in the Master Agreement, nothing contained in the Master Agreement shall constitute a waiver by TWC of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance or removal of the Services, facilities or equipment.

18.0 ENTIRE AGREEMENT

The Master Agreement, including without limitation all Attachments, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

19.0 ORDER OF PRECEDENCE

Each Service shall be provisioned pursuant to the terms and conditions of the Master Agreement. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Service Order are inconsistent with the terms of the Master Agreement (excluding the terms of any such Service Order), the terms of the Master Agreement (excluding the terms of any such Service Order) then the terms of the Service Order shall control.

20.0 COMPLIANCE WITH LAWS

As between the Parties, TWC shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to TWC's operation and provision of the Services as contemplated in the Master Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Master Agreement. Unless specified otherwise in the Master Agreement, each Party shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified in the Master Agreement.

21.0 ARBITRATION

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT SHALL BE BROUGHT IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK AND SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THE MASTER AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THE MASTER AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

22.0 GOVERNING LAW; JURISDICTION; CLAIMS

The interpretation, validity and enforcement of the Master Agreement, and all legal actions brought under or in connection with the subject matter of the Master Agreement, shall be governed by the law of the State of New York (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded). Any legal action brought under or in connection with the subject matter of the Master Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Master Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Master Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Master Agreement must be initiated not later than one (1) year after the claim arose.

23.0 SEVERABILITY; WAIVER

In the event that any portion of the Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties set forth in the Master Agreement and the remainder of the Master Agreement shall remain in full force and effect. No waiver of any breach or default under the Master Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. To be legally binding on TWC, any waiver must be in writing.

24.0 ASSIGNMENT

Customer may not assign the Master Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under the Master Agreement, in whole or in part, including, without limitation, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC in the Master Agreement may accrue to, or be fulfilled by, any affiliate, as well as by TWC and/or its subcontractors.

25.0 PUBLICITY

Customer may not issue a press release, public announcement or other public statements regarding the Master Agreement without TWC's prior written consent.

26.0 NO THIRD PARTY BENEFICIARIES; RELATIONSHIP OF THE PARTIES

There are no third party beneficiaries to the Master Agreement. The Parties to the Master Agreement are independent contractors.

27.0 TWC.COM

Customer agrees that its use of the Time Warner Cable site shall comply with the Site Terms of Use and Site Privacy Policy available at http://www.timewarnercable.com/en/business-home/legal/privacy-policy.html

28.0 NOTICES

Any notice under the Master Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. Notices to TWC shall include a cc to: Time Warner Cable Enterprises LLC, 60 Columbus Circle, New York, New York, 10023, Attn: General Counsel, Fax: (212) 364-8254.

29.0 COUNTERPARTS

The Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Attachment A

Business Class Cable TV Service
("Cable TV Service")

Cable TV Service: If Customer selects to receive the Cable TV Service, TWC shall provide basic and standard cable services. Music Choice® shall be considered a part of the Cable TV Service. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

TWC shall have the right to add, modify, or delete channel line-ups.

Customer's use of the Cable TV Service is subject to the following additional terms and conditions:

- In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, TWC shall provide such TWC Equipment and Customer shall pay for such TWC Equipment at the same rate charged by TWC to commercial customers in the municipality in which Customer's property receiving the Cable TV Service is located.
- Customer shall take all necessary precautions to ensure that the Cable TV Service is received only by authorized parties, and that no part of the Cable TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Without limiting the generality of the foregoing, Customer understands and agrees that the Cable TV Service is provided solely for use by Customer at the Customer's premises. Customer may not resell the Cable TV Service, or any portion thereof, redistribute the Cable TV Service, or any portion thereof, whether or not Customer receives compensation for such redistribution, or otherwise connect or provide access to the Cable TV Service, or any portion thereof, to any other person or entity.
- Customer shall not order, or attempt to order, UFC, Boxing or other video programming which is authorized for distribution to TWC residential subscribers only.
- Customer shall permit TWC to conduct audits at periodic intervals as needed to ascertain, among other things, the number of television sets receiving the Cable TV Service.
- In the event that any TWC audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.
- Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Cable TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of TWC.
- Customer acknowledges that certain uses by Customer of music contained in programming on TWC video services may constitute "public performances" of such music and may subject Customer to additional licensing requests from ASCAP, BMI and/or SESAC ("PROs"). TWC is not responsible for any fees due to PROs on account of public performances by Customer of music contained in TWC video service. Music Choice® service is licensed to Customer for commercial use, but may not be used in any dance hall, discotheque, skating rink, arena or other similar establishment or any establishment where an entry fee is charged.
- The monthly Service Charges set forth in a Service Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees and public access fees. Notwithstanding anything to the contrary in the Master Agreement, the monthly Service Charges for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

Attachment B

Business Class Phone Service, Business Class SIP Trunk Service and Business Class PRI Service (collectively, "Voice Services")

Business Class Phone Service: If Customer selects to receive the Business Class Phone Service, Customer will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Service Order.

Customer shall also have the option of selecting to receive Business Class Phone Service as part of the Teleworker Service (as defined in Attachment C of these Terms and Conditions) to provide telephone service to up to two (2) phone lines per End User of Customer, at the End User residential location of the End Users set forth on a Service Order. If Customer selects to receive Business Class Phone Service as part of the Teleworker Service, Customer represents and warrants that Customer has obtained all legally-required consents and other permissions from End Users receiving the Business Class Phone Service to enable TWC to report usage, billing and other identifying information regarding each such End User directly to both Customer and to the applicable End User.

Business Class SIP Trunks Service: If Customer selects to receive the Business Class SIP Trunks Service, Customer will receive voice and call processing services via one or more concurrent calls using a Session Initiation Protocol ("SIP") connection to the Customer's private branch exchange ("PBX") or other equipment facilities and services ("Customer-provided equipment" or "CPE"), and a variety of features, as described more fully in the applicable Service Order.

Business Class PRI Service: If Customer selects to receive the Business Class PRI Service, Customer will receive voice and call processing services via a full or fractional DS-1 level Primary Rate Interface ("PRI") connection to Customer's PBX or other CPE, and a variety of features, as described more fully in the applicable Service Order.

As a Business Class SIP Trunk Service or Business Class PRI Service customer**, Customer will receive:

Alternate Routing: automatically reroutes all incoming calls to a pre-determined phone number in the event of a service outage, PBX outage, or power outage affecting inbound call processing.

In addition, as a Business Class SIP Trunk Service or Business Class PRI Service customer**, Customer may select to receive the following Business Class SIP Trunk Service option or Business Class PRI Service option:

Trunk Overflow: automatically reroutes all inbound calls to a pre-determined phone number when all channels are in use.

Custom Caller ID for Trunks: permits Customer to define the telephone number that TWC makes available to call recipients for Caller ID purposes.

Customer's use of the Voice Services is subject to the following additional terms and conditions:

Customer acknowledges that the voice-enabled cable modem used to provide Business Class Phone Service and the Integrated Access Device ("IAD") used to provide the Business Class PRI Service or Business Class SIP Trunk Service are electrically powered and that the Voice Services, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a TWC network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any back-up power supply provided with a TWC-provided voice-enabled cable modem or IAD may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Voice Service will be available in all circumstances. Customer shall specifically advise every End User of the Voice Service that the Business Class voice-enabled customer premises equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, the Voice Service and E911 may not be available. Customer shall distribute to all End Users of the Voice Services labels/stickers (to be supplied by TWC) and instruct all End Users of the Voice Services to place them on our near the equipment used in conjunction with the Voice Service. The location and address associated with the Voice Service will be the address identified on the Service Order (the "Master Address").

Customer is not permitted to move TWC Equipment from the Master Address in which it has been installed. If Customer moves the voice-enabled cable modem or IAD to an address other than the Master Address identified

on the Service Order, calls from the modem or IAD to 911 will appear to 911 emergency service operators to be coming from the Master Address identified on the Service Order and not the new address.

In some geographic areas, the Voice Service does not provide the capability to support Enhanced 911 service from multiple locations or from a location other than the Master Address. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Master Address, Customer shall obtain from the incumbent LEC, a competitive LEC, or Time Warner Cable a local telephone line or lines and ensure that (1) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (2) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. In such areas, Customer further agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to 911 calls made by End Users of the Voice Service from locations other than the Master Address.

Customer will be notified by TWC as to whether the Voice Services to which Customer subscribes include the capability to support Enhanced 911 service from multiple locations or from a location other than the Master Address. Customer agrees that TWC will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services; the use of third-party enterprise 911 solutions or Customer's attempt to access the Voice Service from a remote location.

If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that TWC makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a customer premises equipment solution that ensures that 911 and other emergency calls placed by an End User are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a customer premises equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks. Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state law, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.

Customer acknowledges that TWC does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("Alarm Services"). Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Voice Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to the Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.

TWC's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by TWC at the TWC network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the TWC network interface device or equipment. Customer must notify TWC at least seventy-two (72) hours prior to the Customer's scheduled installation appointment if the Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

Customer agrees to provide TWC and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. Customer hereby authorizes TWC to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that TWC has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.

Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by TWC pursuant to its provision of the Voice Service will be protected by TWC as described herein, in the Subscriber Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

TWC may use and disclose Calling Details and CPNI when required by applicable law. TWC may use Calling Details and CPNI and share (including via e-mail) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of TWC, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of TWC's network systems; and (v) to market additional TWC services to Customer that are of the same category as the services that Customer purchases from TWC. TWC will obtain Customer's consent before using Calling Details or CPNI to market to Customer TWC services that are not within the categories of services that Customer purchases from TWC. Customer agrees that, except as provided in Section 14.0 of the Terms and Conditions and applicable law, TWC will not be liable for any losses or damages arising as a result of disclosure of Calling Details and CPNI.

Customer may obtain from TWC Calling Details showing Customer's outbound calls made within a trailing 90-day period. Customer may access this information by logging in through Customer's secure account information page on TWC's web portal or by requesting such information in writing or by telephone call to TWC. If Customer has not been assigned a designated account representative, TWC will respond to Customer requests for Customer Calling Details only in compliance with TWC's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. TWC will provide the requested Calling Details by sending a printout or CD containing the requested information to the Customer's account address of record or by making the document or information available to Customer or Customer's employee at a TWC retail location upon presentment of a valid government-issued photo ID by Customer. TWC will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. TWC may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.

If TWC has assigned a designated account representative to Customer, Customer may identify a person or persons who are authorized to request Calling Details from the designated account representative, with or without further identity authentication, at Customer's option, and may designate the means by which TWC will provide such information to Customer (e.g., electronically, by fax, by mail, orally or otherwise) ("Calling Detail Preauthorization Plan"). Thereafter, TWC will provide requested Calling Detail in accordance with the Calling Detail Preauthorization Plan.

Customer is responsible for: (i) ensuring that TWC receives timely notice of any changes to the list of authorized individuals (ii) the accuracy of Customer-defined additional authentication information and practices; and (iii) maintaining the security and confidentiality of the Calling Detail Preauthorization Plan. TWC will not be liable to Customer for any disclosure of Calling Detail (including CPNI) that occurs if TWC has complied with the Calling Detail Preauthorization Plan.

In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by TWC, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by TWC's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding

the foregoing, TWC shall have no other liability for any error or omission in any directory listing information. If a minutes of use ("MOU") package minutes are exceeded, any additional minutes will be charged at the standard domestic long distance rates listed at http://business.twc.com.

If a Business Class PRI Service or Business Class SIP Trunk Service customer elects to receive the Trunk Overflow or Alternative Routing option(s), Customer is responsible for turning the applicable option(s) on and setting up or changing the applicable destination number(s) via the TWC customer portal, and ensuring that the receiving telephone number(s) has adequate capacity to accept the calls generated as a result of these options. If the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

Customer agrees to comply and ensure any End Users comply with TWC's Voice Services Policy, available at http://www.timewarnercable/com/en/business-home/legal/privacy-policy.html, which is incorporated into, and made a part of, the Terms and Conditions by this reference.

*** For those customers that purchased the Business Class PRI Service prior to April 1, 2013, Trunk Overflow and Alternative Routing may be available on an individual case basis, as determined by TWC. Please contact your TWC sales representative for further information.*

Attachment C
Business Internet Access, Dedicated Internet Access, and Burstable Dedicated Internet Access (collectively, "Data Services")

Business Internet Access ("BIA Service"): BIA is Internet access service implemented using a hybrid fiber/coax ("HFC") access network. The Customer interface to a cable modem is via Ethernet connection. By taking advantage of DOCSIS Class of Service ("CoS") capabilities, BIA data traffic can be prioritized over residential Internet traffic, but CoS cannot be guaranteed beyond the TWC network (i.e., across other internet service provider backbones). BIA enables a variety of asymmetrical upstream and downstream rates. If Customer selects to receive the BIA Service, TWC shall provide connectivity from the number of Customer sites set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified sites to the BIA Service, provided that use does not exceed the standard bandwidth provided by TWC.

Customer shall also have the option of selecting to receive the BIA Service as part of the Teleworker Service (as defined below) to provide internet connectivity at the residential location of the limited number of End Users of Customer set forth on a Service Order. If Customer selects to receive the BIA Service as part of the Teleworker Service, Customer represents and warrants that Customer has obtained all legally-required consents and other permissions from End Users receiving the BIA Service to enable TWC to report usage, billing and other identifying information regarding each such End User directly to both Customer and to the applicable End User.

The "Teleworker Service" provides Internet connectivity to a Customer's employee's computer(s) located at the employee's residential location (each a "RC") via a cable modem installed by TWC in the employee's RC. Customer shall identify on a Service Order each Customer employee on whose behalf Customer is ordering the Teleworker Service. Each RC connection may be used by one Customer employee solely for Customer's internal business purposes.

Dedicated Internet Access ("DIA Service"): If Customer selects to receive the DIA Service, TWC shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and the TWC facility identified on a Service Order.

Burstable Dedicated Internet Access ("Burstable DIA Service"): If Customer selects to receive the Burstable DIA Service, TWC shall provide Customer with a dedicated, burstable, scalable connection over a packet-based infrastructure, with a committed minimum speed ("Committed Information Rate" or "CIR") and the ability to burst to maximum available physical port speed, between Customer's data network identified on a Service Order and the TWC facility identified on a Service Order.

Customer's use of the Data Services is subject to the following additional terms and conditions:

- TWC's provision of any Data Service is subject to availability.
- TWC shall allow Customer employees to use (however in no event shall TWC be responsible for) a Virtual Private Network ("VPN") and to allow the VPN to pass through the cable modem of any Data Service, as applicable, provided that TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Data Service that degrades any service provided to other subscribers on the TWC network.
- Customer shall not upload, post, transmit or otherwise make available on or via the Data Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may remove content that in its judgment violates these standards.
- TWC shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to

efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Data Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage. In addition, TWC shall have the right, but not the obligation, to: (i) review public content associated with the Data Services, including chat rooms, bulletin boards and forums, in order to determine compliance with the Master Agreement and any rules now or hereafter established by TWC; and (ii) remove (or demand the removal of) any such content that TWC determines to be unacceptable or to violate the terms of the Master Agreement or any bandwidth utilization limitations.

- Each tier or level of Data Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed website servers, among other factors.

Attachment D

Business Class Data Transport Services: Ethernet Solutions
("Ethernet Service")

Ethernet: If Customer selects to receive the Ethernet Service, TWC shall provide Customer with a dedicated circuit connection between Customer's data network and the TWC facility identified on a Service Order. The Ethernet Services shall be limited to the capacity set forth on a Service Order.

Customer's use of Ethernet Service is subject to the following additional terms and conditions:

- TWC's provision of Ethernet Services is subject to availability.
- TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Ethernet Service that degrades any service provided to other subscribers on the TWC network.
- Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
- TWC shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of the Ethernet Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.
- Each tier or level of Ethernet Service has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed servers, among other factors.
- Customer represents and warrants that Customer's use of Ethernet Services shall be such that the Ethernet Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Red. 1352), and shall notify TWC in the event of breach or threatened breach of the foregoing. If, as a result of Customer's use of Ethernet Services, the Ethernet Services are deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer shall be liable for any resulting fees, fines, penalties and costs incurred by TWC. In addition, if TWC determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that TWC's provision of the Ethernet Services is likely to put TWC's franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for TWC, then TWC may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides TWC with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) TWC is otherwise brought into full compliance with any applicable laws and regulations.

Attachment E**

Access to Business Class Cloud Services – Hosted Exchange and SharePoint ("Cloud Services")

Cloud Services: The Cloud Services include messaging ("Hosted Exchange") and collaboration ("SharePoint 2010") Services offered via the Microsoft suite. Customer can elect to receive the Hosted Exchange Service only or both the Hosted Exchange and SharePoint 2010 Services. Customer cannot receive the SharePoint 2010 Service only. Customer's access to and use of the Cloud Services shall be managed through the TWC Cloud Services portal (the "Cloud Services Portal").

1. Prerequisite. In order to receive the Cloud Services, Customer must (a) be an existing customer of a Data Service (as defined in Attachment C) or (b) purchase the Cloud Services in conjunction with Customer's purchase of a Data Service. If a Customer's Data Services are cancelled or terminated for any reason, Customer's Cloud Services shall terminate immediately without notice from or liability to TWC.

2. Term. The Cloud Services are available for purchase on a fixed term basis of 1 year or greater and on a month-to-month basis. Customer's selected Order Term will be designated on the applicable Service Order.

3. SharePoint 2010 Generally. SharePoint 2010 is a platform that allows customers to share information and collaborate efficiently through team workspaces, document storage and content management. SharePoint 2010 enables users to locate information quickly and efficiently and work with others more productively.

4. Hosted Exchange Generally. Subject to the minimum commitment in Section 6 below, the Hosted Exchange service can include one or more of the following types of mailboxes, as well as BlackBerry Access, only as designated on a Service Order or as added by Customer through the Cloud Services Portal: Premium Mailboxes, Standard Mailboxes, Basic Mailboxes and/or Resource Mailboxes.

Feature/Functionality	Premium Mailboxes	Standard Mailboxes	Basic Mailboxes	Resource Mailboxes*
Mailbox Storage	25GB	25GB	2GB	2GB
Calendar Free/Busy Service	Included	Included	Only via OWA	Included
Global Address Book Access	Included	Included	Only via OWA	Listed as a resource
Outlook Web Access (OWA), POP/IMAP	Included	Included	Included	Included
Disclaimer Text	Included	Included	Not Included	Not Included
Shared Calendar and Contacts	Included	Included	Not Included	Not Included
Outlook Desktop Client	Included	Not Included	Not Included	Not Included
Mobility via ActiveSync	Included	Included	Not Included	Not Included
Mobility for BlackBerry	Optional	Optional	Not Included	Not Included

*A Resource Mailbox is a mailbox that represents conference rooms and company equipment. Resource mailboxes can be included as resources in meeting requests, providing a way to manage the scheduling of resources for an organization.

5. Additional Services. The Hosted Exchange Service includes Advanced Anti-Virus/Anti-Spam. For an additional charge, Customers also can elect to receive Archiving and/or Encryption Services as part of their Hosted Exchange Service. Archiving and/or Encryption fees will not begin to accrue per each mailbox until the applicable mailbox becomes active.

6. Minimum Commitments and Volume Discounts for Hosted Exchange. Notwithstanding anything to the contrary, Customer is subject to the following minimum commitments with respect to the Hosted Exchange Services:

   a. Customer agrees to purchase a minimum of 3 Premium Mailboxes, or 3 Standard Mailboxes or a combination of 3 Premium Mailboxes and Standard Mailboxes. If Customer's Order Term is on a month-to-month basis, during the Order Term, Customer is required to purchase and pay for a minimum of 3 Premium Mailboxes, 3 Standard Mailboxes, or a combination of 3 Premium Mailboxes and Standard Mailboxes. If Customer's Order Term is on a fixed term of 1 year or greater, during the Order Term, Customer is required to pay for the minimum charges set forth in Customer's initial Service Order regardless of whether Customer uses any or all such mailboxes.

   b. Volume discounts are available for Cloud Services purchased on a fixed term basis of 1 year or greater. The initial volume discount tier for Customer's Cloud Services is determined by the total number of mailboxes sold to Customer at the time of the initial Service Order for the Hosted Exchange Service. Any mailboxes added by Customer via the Cloud Services Portal will be provided at the same volume discount tier as those mailboxes set forth in the initial Service Order. Volume discounts are not available for Cloud Services purchased on a month-to-month basis.

   c. The minimum commitments in this Attachment E shall apply throughout the Order Term for the Hosted Exchange Service, regardless of whether Customer actually uses and/or decommissions such mailboxes.

7. Customer Administrator. At the time of placement of the initial Service Order for the Cloud Services, Customer is required to designate a "Customer Administrator" and provide TWC with an email address for the Customer Administrator. The email address provided must use a domain name that is different than the Customer domain(s) used for the Hosted Exchange Service. This email address will be used by TWC for purposes of communicating with Customer, including delivery of initial welcome credentials and account information. The Customer Administrator will be provided a user name, password and URL for access to and use of the Cloud Services Portal. The Customer Administrator will have the authority to make changes to Customer's Cloud Services account including cancellation of and/or adding or deleting mailboxes to the Cloud Services to the extent permitted by the Terms and Conditions. The Customer Administrator may also appoint a secondary administrator with the authority to make such changes.

8. Information. Customer acknowledges that it is Customer's and it's End Users' responsibility to ensure that any data or information submitted to TWC during the provisioning of the Cloud Services (e.g. Customer Administrator name and email contact and payment information) is true, accurate and up-to-date. Customer shall keep TWC informed of any changes in any such information.

9. Service Activation. In order for an End User to use the Cloud Services, the Customer Administrator must first activate and assign a mailbox to the applicable End User, including setting the End User profile and configuring appropriate services for each End User account. Upon Service activation, End Users will have the option of migrating their existing email accounts to Customer's Cloud Services domain(s). Customer Administrator and End Users may migrate their existing email accounts by using the documentation and, if applicable, the migration tool (Migration Wizard) provided by TWC. Customer's and its End User's use of the migration tool is conditioned upon Customer's representation that Customer has the right to provide TWC and its third party providers with (a) access to the applicable email mailboxes and the content thereof, and (b) the right to capture and transfer all materials included as part of such email mailboxes.

10. Customer Care Support.

    a. Service Activation Support. TWC offers phone, email and remote support to assist with Customer's Service activation efforts as part of the Cloud Services. The TWC care team is available to assist Customer Administrator and End Users as follows:

    - Setting up customer accounts.
    - Configuring Cloud Services on behalf of Customer.
    - Logging on to the End User's PC and installing Outlook client on the End User's behalf.

- Receiving Customer and End User credentials and configuring the automatic email migration tool to migrate emails from their previous email domain to the TWCBC email domain.
- Setting up Customer Outlook profiles, permitted user lists and blocked user lists.
- Helping Customer perform updates and changes on the Cloud Services Portal on behalf of Customer.
- Helping with general questions on transitioning email services into Cloud Services.

b. Service Purchase Support. Upon the request and permission of Customer or Customer Administrator, TWC representatives may log on to the Cloud Services Portal and order additional Cloud Services on behalf of Customer.

c. General Support. Customers shall contact TWC to request general support for the Cloud Services and agree not to contact TWC's third party providers for such support. When providing remote assistance, with permission from Customer, Customer's Administrators or End Users, TWC representatives may install, configure and test software related to Customer's Cloud Services. Customer must use the TWC provided remote desktop management software in order to receive remote assistance with Service activations and other TWC support services.

- OBO (On-Behalf-Of) --- Customer acknowledges that in order for TWC to perform certain support and/or care functions (including the Service activation support described above), authorized TWC staff members may utilize a proxy feature called On-Behalf-Of ("OBO"). OBO enables the TWC staff member to log into Customer's Cloud Services Portal control panel in order to perform functionality that Customer has access to, all without the need of requesting Customer to provide a username or password. Any access or transactions conducted via this OBO feature are automatically logged for security purposes. Customer hereby consents to TWC's use of OBO to perform support and care functions in connection with Customer's Cloud Services.

11. Access and Audit Rights. As a Cloud Services provider, TWC is required to access, test and audit Cloud Services system information for limited purposes. Customer acknowledges and agrees that the Cloud Services (and Customer data contained therein) may be accessed by or on behalf of TWC (remotely or otherwise) for administrative tasks, to monitor Customer's use of the Cloud Services to ensure compliance with license and usage limitations, to respond to technical problems and/or queries related to the Cloud Services, and to test and ensure the proper working of the Cloud Services. In addition, Customer acknowledges and agrees that TWC may disclose Customer's location and usage information to TWC's third party Cloud Service providers, solely as required by such providers. If Customer or an End User requests TWC or its third party service providers to debug or repair an account or to access individual emails, Customer hereby grants permission for, and represents and warrants that it has all necessary consents and authority to allow TWC (and its necessary third party service providers) to perform such work, access such emails and modify the data stored therein to the extent reasonably necessary to resolve the problem. Customer understands that in some cases, this may involve TWC or its third party service providers viewing, in human-understandable form, the contents of the data and may result in damage to such contents.

12. Additional Terms of Use. In addition, Customer and its End Users:

a. shall not use the Cloud Services in violation of any applicable law or in a manner that knowingly facilitates or furthers the violation of any applicable law;

b. shall not use the Cloud Services to (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, including unsolicited bulk messages or unsolicited commercial messages; (ii) upload, download, export, import, send, store or otherwise make available, any material (including any message or series of messages) that are infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous, including material harmful to children, obscene or indecent, that constitutes hate speech, is otherwise offensive or objectionable or that violates any third party's privacy rights; (iii) upload, download, export or import, send, store or otherwise make available, material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity, function or performance of the Cloud Services, TWC's or a third party service provider's networks or computer systems, or data contained therein; (v)

gain or attempt to gain unpermitted access by any means to any TWC or third party service provider's computer system, network or database; or (vi) cause damage to TWC's or any other party's property, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;

c. shall use the Cloud Services solely for processing their own data, and shall not use or require any third party to use any data obtained via the Cloud Services for any unlawful purpose;

d. shall use commercially reasonable efforts to prevent unauthorized access to the Cloud Services and shall notify TWC promptly of any such unauthorized access;

e. shall not (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially exploit or make the Cloud Services available to any third party as a part of a service bureau arrangement or otherwise; or (ii) use the Cloud Services other than as provided herein or in a way that is intended to harm TWC, its third party service providers and its and their affiliates, partners, vendors or customers;

f. shall not attempt to use or access the email migration services provided by TWC using any software or service other than the migration tool provided by TWC;

g. shall not attempt to use or access the Cloud Services account of another person without authorization from the account holder;

h. shall not use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Cloud Services;

i. shall not knowingly damage, disable, overburden or impair the Cloud Services or otherwise knowingly interfere with anyone's use and enjoyment of the Cloud Services;

j. shall not (i) make copies of the Cloud Services or (ii) attempt to reverse-engineer, or otherwise discover or recreate any part of the Cloud Services (including any code, technology or methodology used in connection with the Cloud Services);

k. shall not use the Cloud Services (i) to migrate any data or materials that TWC or its third party providers otherwise state as being prohibited, from the Cloud Services; or (ii) other than for their intended purposes;

l. shall not use the Cloud Services for any mission or life-critical purposes, including the migration of any data which, if lost or corrupted, could endanger the health or safety of any person or otherwise in any application or situation where the failure of the Cloud Services could lead to death, serious personal injury of a person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to, the operation of nuclear or chemical facilities, navigation or communication systems for aircraft or other modes of human mass transportation, life support systems, implantable medical equipment, motor vehicles or weapons systems environments. TWC and its third party providers disclaim any express or implied warranty of fitness for such high risk activities;

m. shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Cloud Services; and

n. shall only run one instance of Microsoft Outlook on a single device for each Premium Mailbox ordered pursuant to the Cloud Services.

13. Taxation. For purposes of applying state and local sales and use tax to the sales of Cloud Services provided hereunder, TWC assumes that Customer will use the Cloud Services at the location of the Customer Administrator, and as such, will apply the state and local sales attributable to such location. If Customer has or will have End Users in areas outside of the location of the Customer Administrator, it is the responsibility of Customer to inform TWC by accurately listing the locations of its End Users in Customer's global address book.

14. Termination/Suspension/Cancellation of Cloud Services.

    a. Customer understands and agrees that Customer's access to the Cloud Services may be terminated

or suspended if, at any time, continued provision of the Cloud Services would compromise the security of the Cloud Services due to misuse of the Cloud Services, hacking attempts, denial of the service attacks, mail bombs or other malicious activities either directed at or originating from Customer's domains or systems.

b. Customer understands and agrees that Customer's access to the Cloud Services may be interrupted at any time to perform emergency maintenance or repair services on the Cloud Services.

c. In the event of any failure by Customer to comply with the terms and conditions of this Attachment E, TWC or its third party service provider will have the right in its sole discretion, to immediately suspend access to the Cloud Services or terminate the Cloud Services, in TWC's sole discretion.

d. Upon termination or cancellation of the Cloud Services for any reason whatsoever, TWC and/or its third party providers may reverse any configurations made to their systems and/or any DNS/name servers under their control that were implemented in order to provide the Cloud Services. It shall be Customer's responsibility to ensure that the requisite changes are made to any DNS/name servers not under TWC's or its third party providers' control and to inform Customer's ISP of the need to reroute inbound email.

e. Upon cancellation or termination of Cloud Services (including any archiving Services), Customer acknowledges and agrees that Customer and any Customer Administrator will no longer have access to the Cloud Services Portal and End Users will no longer have the ability to send and receive emails. Customer shall be responsible for downloading and extracting all Customer data prior to any cancellation or termination request by Customer. Each cancellation request shall include the account to be terminated and shall be effective upon receipt.

15. Purchasing Additional Cloud Services. Once Customer has executed an initial Service Order with TWC for the Cloud Services, Customer may purchase additional Cloud Services through the Cloud Services Portal.

** For those customers that purchased Cloud Services prior to September 10, 2012, those Cloud Services are governed by the terms and conditions (including the applicable attachment) that were in effect at the date of purchase. Upon request, TWC will provide Customer a copy of such terms and conditions.

Attachment F

Intentionally Omitted

Attachment G

Multi-Channel Video Service (HD Video for Hospitality, HD Video for Healthcare, HD Video Pro)

Multi-Channel Video Service: TWC shall provide the customized cable television programming ("Multi-Channel Video Service") to Customer's location(s) identified in a Service Order ("Property"), which programming shall be subject to change at TWC's discretion; provided that TWC shall use reasonable efforts to substitute similar or comparable programming in the event that any of the programming services cease to be available. If the Parties agree in writing, Multi-Channel Video Service may include HBO, Showtime/TMC, Cinemax, or STARZ (collectively, "Premium Services").

TWC and Customer acknowledge that Customer has elected to receive two or more tiers of video programming service, including the "broadcast basic" level which, under Federal law, must be purchased as a condition to receipt of other tiers of video service, and Customer acknowledges that it is able to purchase the broadcast basic level of service on a stand-alone basis. Customer further acknowledges that all programming services included on each service tier selected by Customer are being made available by TWC to Customer and that the display of particular services at various locations within Customer's premises is at customer's discretion.

TWC owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its Multi-Channel Video Service and related network and systems ("Systems"), except for (i) any video display terminals ("Connections") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the System is located that are owned by Customer or a third party, in which case (as between Customer and TWC) Customer shall own such items and Customer hereby grants to TWC the non-exclusive right to access and use such space during the Term. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property, and nothing is intended to convey any right or ownership of any portion of the System to Customer or any other person or entity. Customer shall be liable for any and all theft, damage and/or loss to the System, or any portion thereof, installed at the Property, except to the extent of any negligence or willful misconduct on the part of TWC.

Customer's use of the Multi-Channel Video Service is subject to the following additional terms and conditions:

1. Multi-Channel Video Service shall not include pay-per-view, video-on-demand or any visual content other than the mutually-agreed upon Multi-Channel Video Service channel line-up.
2. Customer shall take all necessary precautions to ensure that the Multi-Channel Video Service is received only by authorized parties, and that no part of the Multi-Channel Video Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged, nor shall Customer authorize or approve of any copying, taping or duplicating thereof. Multi-Channel Video Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant or fraternal organization). In commercial establishments with public viewing, only the Multi-Channel Video Service lineup(s) that is approved for public viewing may be used.
3. Customer shall permit TWC reasonable access to Customer and any End User facilities, to inspect the facilities at periodic intervals to ascertain, among other things, the number of television sets receiving the Multi-Channel Video Service. Customer, at its sole expense, shall furnish, install and maintain the inside wiring.
4. Customer shall not order, or attempt to order, UFC, Boxing or other video programming which is authorized for distribution to TWC residential subscribers only.
5. Customer, at its sole expense, shall furnish, install, program and maintain all Connections. The Connections shall be installed and programmed by Customer in consultation with TWC and any specifications provided by TWC to Customer in writing.
6. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Multi-Channel Video Service, which are transmitted over any of the channels provided without the prior written consent of TWC. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the Multi-Channel Video Service, including without limitation delivery method and any programming contained within the Multi-Channel Video Service, without the express written consent of TWC. The limitations of this paragraph shall not apply to formatting of programming as agreed by TWC and Customer.

7. Customer shall provide all first level contact and support to its authorized users relating to the System and Multi-Channel Video Service. In the event of any disruption, failure, or degradation of the Multi-Channel Video Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Multi-Channel Video Service impacting event. In the event that the Multi-Channel Video Service impacting event is reasonably determined to be caused by the signal delivered by TWC, Customer shall contact the designated TWC technical support contact for resolution.

8. The inside wiring shall be installed by Customer in consultation with TWC and any specifications provided by TWC to Customer in writing. TWC shall not be responsible for, and Customer shall not be entitled to any credit or rebate for an outage which may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide TWC with access to the Property to inspect, monitor, repair, and/or replace the Systems or Multi-Channel Video Service.

9. Notwithstanding anything to the contrary in the Master Agreement, the Service Charges for the Multi-Channel Video Service are subject to change consistent with commercial Multi-Channel Video Service rate increases applied to commercial customers.

10. In the event that Customer closes for renovation a Property which is receiving the Multi-Channel Video Service, TWC will allow Customer to put the Multi-Channel Video Service account for such Property in a suspend mode and billing will be suspended until such time as the Property is reopened for business. If any such suspension occurs during the Initial Order Term for the Multi-Channel Video Service, such Initial Order Term shall be extended for the period of time that the account was in suspend mode. Customer shall notify TWC thirty days in advance of any billing suspension and/or resumption as permitted herein. If billing is not resumed for any suspended Multi-Channel Video Service account within one year of the initial suspension thereof, the termination charge described in Section 11.3 of the Master Agreement shall apply.

Customer's use of the Set back Box Product ("SBB") available as part of the Multi-Channel Video Service (the "SBB Offering") is subject to the following additional terms and conditions:

A. All terms set forth in this Attachment G shall apply to the SBB Offering except to the extent modified below.

B. Notwithstanding Section 1 above, the SBB Offering includes certain video-on-demand programming.

C. Notwithstanding Section 4 above, TWC shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.

D. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with TWC's and Customer's brands), then Customer shall provide TWC a copy of Customer's logo in accordance with TWC's technical specifications and hereby grants TWC a right and license to use such logo for purposes of such co-branding.

ADDENDUM TO TIME WARNER CABLE BUSINESS CLASS TERMS AND CONDITIONS

Supplemental E-Rate Terms and Conditions

This **Addendum to Time Warner Cable Business Class Terms and Conditions – Supplemental E-Rate Terms and Conditions** ("E-Rate Terms and Conditions") applies to the E-Rate Services to be provided to Customer ("E-Rate Services") and constitutes an addendum to the Time Warner Cable Business Class Service Agreement ("Service Agreement") and the Time Warner Cable Business Class Terms and Conditions ("Terms and Conditions") applicable to Customer.

Capitalized words used, but not defined, in these E-Rate Terms and Conditions have the meanings given to them in the Service Agreement and Terms and Conditions. A copy of the current version of the Terms and Conditions is available on the Time Warner Cable Business Class web site at http://business.twc.com/legal.

1.0 E-Rate Services

The following Services provided by TWC may be eligible E-rate Services, subject to applicable e-rate regulations and approval by the Universal Service Administrative Company (USAC):

- Voice Services (Attachment B to the Terms and Conditions);
- Data Services (Attachment C to the Terms and Conditions);
- Ethernet Service (Attachment D to the Terms and Conditions); and
- Managed WiFi Services (more fully described below).

2.0 Managed WiFi Services

The "Managed WiFi Services" are governed by the Terms and Conditions, the Time Warner Cable Business Class Managed WiFi Service Service Level Objectives, attached hereto as Schedule 1, and the additional following terms and conditions:

2.1 TWC WiFi Service and Equipment. To be eligible to receive the TWC Managed WiFi Services, Customer must be receiving Data Services from TWC. Subject to the foregoing, TWC will, and Customer grants TWC permission to, attach, install, maintain, operate and upgrade WiFi-related equipment, cables and devices on and within Customer's premises at the location(s) identified in the applicable Service Order.

2.2 Internet Access. For schools that utilize a centralized Internet access configuration where TWC will not be the primary Internet access provider, TWC will provide an Internet circuit for the sole purpose of providing TWC out of bandwidth management ("OOB"). This OOB circuit would only provide connectivity to the Managed WiFi Services equipment (switches and controllers).

2.3 Connectivity to Local Area Networks. Managed WiFi Services may provide a separate SSID for employee Internet access. A second WLAN will be created on the wireless network with its own VLAN assigned. The aggregation switch will be configured to hand off an Ethernet Service port to Customer. In this scenario, user authentication (DHCP and NAT, for example) would all be handled by Customer's LAN. Customer will need to train and engage Customer's staff for all ongoing support issues. The Managed WiFi Services do not include support for connectivity to any device (printers, laptops, computers, routers, etc.).

2.4 Privacy Standards. TWC can provide a non-broadcast SSID. This Service does not include features such as: locked down access for the WAPs, single user name and logins for each WAP, logging, content filtering or intrusion detection systems. All TWC authorized personnel and vendors will have access to log into the WAP devices on site. TWC is not responsible for security breaches that occur related to any SSIDs. TWC does not monitor the traffic on any SSIDs and Customer has the sole responsibility and obligation to monitor any traffic on the network before and after the firewall to protect Customer's data.

2.5 Managed WiFi Service Considerations. Neither TWC nor any of TWC's agents or third-party providers: (i) will be liable in any way for any content that is viewed, stored or transmitted via the Managed WiFi Services, including, but not limited to, any errors or omissions in any such content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to, or delay, failure, interruption or corruption in the transmission of, such content; (ii) guarantee the accuracy of any information submitted by any user of the

Managed WiFi Services, nor any identity information about any user of the Managed WiFi Services; or (iii) endorse or have any control over what Customer or other users post or submit via the Managed WiFi Services.

2.6 Managed WiFi Services E-Rate Proposal Pricing. If the construction, cabling, fiber runs, or other Managed WiFi Services design elements costs ("Construction Costs") exceed $30,000, TWC reserves the right to amend the pricing offered. Pricing is only applicable to TWC's "on-net" locations. A building location is deemed "on-net" if it is physically connected to TWC's fiber plant and a current or former TWC customer is in the building. Construction Costs exceeding $30,000 may apply when more complex or distance installations are required at Customer's premise.

3.0 CUSTOMER OBLIGATIONS

Customer shall file all applicable forms and certifications by required deadlines and otherwise make every effort to accurately complete forms and comply with all E-Rate rules, regulations, and procedures. To the extent that funding of the amount of E-Rate discounts necessary to fulfill the terms of Master Agreement is reduced, denied, eliminated, or otherwise not available from the Schools and Libraries Division (SLD) of USAC, Customer shall promptly notify TWC of the SLD's determination. Customer acknowledges that TWC is not required to begin installation of any TWC Equipment or otherwise incur costs to provide such Services under a Service Order unless and until Customer notifies TWC that either (i) Customer has received confirmation of applicable discounts or (ii) Customer elects to pay in full the gross monthly Service Charges set forth on the Service Order.

4.0 DISCOUNTS

Customer chooses to use the following procedure for obtaining discounts from the SLD of the USAC:

- ☐ Form 472 Method, Billed Entity Applicant Reimbursement (BEAR) – Customer submits request to the SLD of the USAC for discounts on eligible Services received on or after the effective date of discounts and already paid by Customer.
- ☐ Form 474 Method, Service Provider Invoice (SPI) – TWC submits request for payment of discount amounts to the SLD of the USAC.

The parties have executed these E-Rate Terms and Conditions as of the date set forth below.

CUSTOMER	**TWC**
By: _____	By: _____
_____	_____
Printed Name	Printed Name
Title _____	Title _____
Date _____	Date _____

SCHEDULE 1

Time Warner Cable Business Class

Managed WiFi Service

Service Level Objectives

This document outlines the Service Level Objectives ("SLO") for Managed WiFi Service (the "Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the Terms and Conditions, E-Rate Terms and Conditions, attachments, and Service Orders) (collectively, the "Agreement"). This SLO is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLO and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLO shall control. This SLO applies only to the Managed WiFi Service and not to the underlying Internet access or Ethernet service. All MTTR Targets in the table below are measured at each service location.

I. Mean Time to Restore ("MTTR") Targets:

Service Problem Priority	Mean Time to Restore
Priority 1	4 hours
Priority 2	12 hours
Priority 3	2 business days

Service Problem Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that causes a portion of the wireless access points to no longer: (i) transmit and receive network traffic from the wireless access point to the wireless gateway, or (ii) exchange traffic between the wireless gateway and the Internet access network interface device. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts or omissions of Customer or Customer's representatives, agents, residents, or patrons, (v) service problems resulting from an outage of or disruption to the underlying Internet access service; (vi) Customer equipment failures, (vii) Customer is not prepared to release the Service for testing, and (viii) Force Majeure Events.

TWC will classify Service problems as follows:

Priority	Criteria
Priority 1	• Total loss of Service; or • Service Disruption impacting 10% or more of the wireless access points.
Priority 2	• Service Disruption impacting less than 10% of the wireless access points.
Priority 3	• A service problem that does not impact the functionality of the wireless access points.

Mean Time to Restore Measurement:

The MTTR measurement for Priority 1 and Priority 2 Service problems is the average time to restore each such type of Service problem during a calendar month calculated as the cumulative length of time it takes TWC to restore the Managed WiFi Service at a single service location following Priority 1 or Priority 2 Service problems in a calendar month divided by the corresponding number of trouble tickets for the same priority of Service problems opened during the calendar month for the Managed WiFi Service.

MTTR for Priority 1 and Priority 2 Service problems is calculated as follows, with separate calculations for each priority level:

$$\frac{\text{Cumulative length of time to restore [Priority 1 or Priority 2] Service problems at a single service location}}{\text{Total number of [Priority 1 or Priority 2] Service problem trouble tickets at a single service location}}$$

II. Network Monitoring and Maintenance

Proactive Monitoring:

TWC Customer Care uses a managed WiFi administration tool to monitor alerts for the status of the devices deployed in the Managed WiFi Service at the service location. TWC Customer Care will take steps to reboot onsite devices remotely in response to alarms, but does not notify Customer of any alarms or service problems. Customers will have the ability to access the managed WiFi administration tool and review the status alarms and may contact TWC Customer Care to open trouble tickets if Customer identifies any alarms affecting the Managed WiFi Service.

Maintenance Notice:

Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows. If TWC desires to perform maintenance at the service location, TWC will contact Customer and make mutually agreeable arrangements.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. local time.

Exhibit 2—Service Level Agreements

Spectrum ENTERPRISE

SERVICE-LEVEL AGREEMENT

FIBER INTERNET ACCESS (FIA)

This document outlines the Service-Level Agreement ("SLA") for Fiber Internet Access ("FIA") fiber-based service (the "Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over Spectrum Enterprise's own network ("On-Net") and not to any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or service level, and any applicable credits are issued only for the affected On-Net circuit or service (the "Affected Service").

I. SLA Targets for On-Net Services

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")	LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	< 2ms	< 0.1%

II. Priority Classification

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to (i) transmit and receive network traffic on Client's dedicated access port at the Spectrum Enterprise network hub; and (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Client reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Client Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Client releases the Service for testing. The Service Disruption ends when the Affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages; (ii) routine or urgent maintenance; (iii) time when Spectrum Enterprise is unable to gain access to Client's premise to troubleshoot, repair, or replace equipment or the Service; (iv) service problems resulting from acts or omissions of Client or Client's representatives or agents; (v) Client equipment failures; (vi) Client is not prepared to release the Service for testing; and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

PRIORITY	CRITERIA
Priority 1	A. Service Disruption resulting in a total loss of Service; or B. Service Degradation to the point that Client is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Client is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	A. A service problem that does not impact the Service; or B. A single non-circuit-specific quality of Service inquiry

Spectrum ENTERPRISE

FIBER INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

PERCENTAGE BY DAYS PER MONTH	TOTAL MINUTES / MONTH	DOWNTIME MINUTES
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month, calculated as the cumulative length of time it takes Spectrum Enterprise to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\text{MTTR} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for Frame Delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). Spectrum Enterprise measures Frame Delay on an end-to-end basis using a standard 64-byte ping from the Client's dedicated access port at the Client premise to the Spectrum Enterprise Internet access router in a roundtrip fashion.

Latency is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total number of measurements for an On-Net Service}}$$

Spectrum ENTERPRISE

FIBER INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any Packet or Frame Loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (Spectrum Enterprise network hub to Spectrum Enterprise network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

Packet Loss / Frame Loss (%) = 100 (%) – Frames Received

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point (Spectrum Enterprise network hub to Spectrum Enterprise network hub). Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the Frame Delay Variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total number of measurements for an On-Net Service}}$$

VIII. Network Maintenance

Maintenance Notice:

Client understands that from time to time Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed 7 days a week between 12 midnight and 6 a.m. Local Time.

Spectrum ENTERPRISE

FIBER INTERNET ACCESS SERVICE-LEVEL AGREEMENT (CONT.)

IX. Remedies

Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Client has complied with the requirements in this SLA, then Client may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service, as set forth in the table below. Any credits will be applied as an offset against any amounts due from Client to Spectrum Enterprise. All credits must be (i) requested by the Client within 30 days of a Service Disruption or Service Degradation by calling the Client Care Center and opening a trouble ticket, and (ii) confirmed by Spectrum Enterprise engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")		LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Client's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to Spectrum Enterprise's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Client may request only one credit per SLA Target per month, up to a maximum of 40% of the monthly Service Charges for the Affected Service. Client shall not be eligible for credits exceeding four (4) months of Client's applicable monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

If Client experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Client may terminate the Affected Service without charge or liability by providing at least thirty (30) days' written notice to Spectrum Enterprise, provided, however, that (i) Client may terminate only the Affected Service; (ii) Client must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Client's termination right; (iii) Client shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement; and (iv) the foregoing termination right provides the sole and exclusive remedy of Client and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Client shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

About Spectrum Enterprise

Spectrum Enterprise, a division of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes Internet access, Ethernet access and networks, Voice and TV solutions extending to Managed IT solutions, including Application, Cloud Infrastructure and Managed Hosting Services offered by its affiliate, Navisite®. Our industry-leading team of experts works closely with clients to achieve greater business success by providing these right-fit solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

©2016 Charter Communications. All Rights Reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice. Network reliability is calculated as the number of minutes the Spectrum Enterprise premises equipment is online divided by the total number of minutes in the month minus the total number of minutes that were part of planned maintenance activities.

Spectrum ENTERPRISE

SERVICE-LEVEL AGREEMENT

ENTERPRISE TRUNKING

This document outlines the Service-Level Agreement ("SLA") for PRI and SIP Trunking voice services (the "Services"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over Spectrum Enterprise's own network ("On-Net") and not to any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual Service level, and any applicable credits are issued only for the affected Service.

I. SLA Targets for On-Net Services

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")
99.99%	Priority 1 Outages within 4 hours

II. Priority Classification

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of Spectrum Enterprise PRI or SIP Trunking to complete inbound and/or outbound voice calls. The Service Disruption period begins when Client reports a Service Disruption using Spectrum Enterprise's trouble ticketing system by contacting Client Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Client releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, but Client's use of the Service is impacted.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Client's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Client or Client's representatives or agents, (v) Client equipment failures, (vi) Client is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

PRIORITY	CRITERIA
Priority 1	A. Service Disruption resulting in a total loss of Service; or B. Service Degradation to the point that Client is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Client is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	A. A service problem that does not impact the Service; or B. A single non-circuit specific quality of Service inquiry.

Spectrum ENTERPRISE

PRI AND SIP TRUNKING SERVICE-LEVEL AGREEMENT (CONT.)

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an On-Net Service following a Priority 1 Outage in a calendar month, divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\text{MTTR} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$

V. Network Maintenance

Maintenance Notice:
Client understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 midnight – 3 a.m. Local Time.

VI. Remedies

Outage Service Credits:
If the Downtime exceeds one (1) hour and/or the MTTR exceeds four (4) hours during any calendar month, and Client has complied with the requirements in this SLA, then Client may request credit(s) equal to the percentage(s) of the monthly Service Charge for the affected Service as set forth in the table below. Any credits will be applied as an offset against any amounts due from Client to Spectrum Enterprise. All credits must be: (i) requested by the Client within 30 days of a Service Disruption by calling the Client Care Center and opening a trouble ticket, and (ii) confirmed by Spectrum Enterprise engineering support teams as associated with a trouble ticket and exceeding the allowable measurements.

SERVICE AVAILABILITY		MEAN TIME TO RESTORE ("MTTR")	
Downtime	**Service Credit**	**MTTR**	**Service Credit**
> 1 hour ≤ 24 hours	4%	> 4 hours ≤ 7.59.59 hours	4%
> 24 hours	10%	> 8 hours	10%

Spectrum ENTERPRISE

PRI AND SIP TRUNKING SERVICE-LEVEL AGREEMENT (CONT.)

Except as set forth below, the credits described in this SLA shall constitute Client's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to Spectrum Enterprise's failure to meet any SLA Targets. Client shall not be eligible for credits exceeding four (4) months of Client's applicable monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

If Client experiences and reports three (3) separate Priority 1 Outages that are eligible for credits in three (3) consecutive calendar months, then Customer may terminate the affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Client may only terminate the affected Service, (ii) Client must exercise its rights to terminate the affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Client's termination right; (iii) Client shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement; and (iv) the foregoing termination right provides the sole and exclusive remedy of Client and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Client shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

About Spectrum Enterprise

Spectrum Enterprise, a division of Charter Communications, is a national provider of scalable, fiberbased technology solutions serving many of America's largest businesses and communications service providers. The broad Spectrum Enterprise portfolio includes Internet access, Ethernet access and networks, Voice and TV solutions extending to Managed IT solutions, including Application, Cloud Infrastructure and Managed Hosting Services offered by its affiliate, Navisite®. Our industry-leading team of experts works closely with clients to achieve greater business success by providing these right fit solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

©2018 Charter Communications. All Rights Reserved. Not all products, pricing and services are available in all areas. Pricing and actual speeds may vary. Restrictions may apply. Subject to change without notice.
Network reliability is calculated as the number of minutes the Spectrum Enterprise provided equipment is online divided by the total number of minutes in the month minus the total number of minutes that were part of planned maintenance or outages.

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-854
From:	
Subject: Discussion and consideration to approve the current Fiscal Year 2016/2017 Street Improvement Projects schedule and the continuation of FY 2016/2017 Street Improvement Projects list. Possible action. (Staffed by Public Works.)	
Background: Current Street Improvement List should be completed no later than March 17, 2017.	
Funding Source (budget code, if applicable)**:** 50-524-4010	

Amount: $0.00	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		

Elizabeth Walker	Created/Initiated
Pete Garcia	Approved
Mike Perez	Final Approval

City Manager Comments:
Staff Recommendation:
Attachments, if any: FY 2016/17 Street Improvement Projects-Continuation, FY 2016/17 Street Improvement Projects
Responsibilities upon Approval:

CITY OF WESLACO
PUBLIC WORKS DEPARTMENT
FY 2016 - 2017 CONTINUATION- PROPOSED STREET IMPROVEMENT PROJECTS

Estimated Re-Construction/Overlay Cost

	Street	From	To	Start Date	End Date	Type of Repair	Miles	Sq. Ft.	Hot Mix (Tons)	Cost $64.30	Caliche (Tons)	Cost $11.50	MC30 Oil (Gal)	Cost $5.25	Total Cost
1	**Forest Hills**	Wimbeldon St.		4/3/2017	4/7/2017	Overlay	0.12	24,320	338	$ 21,733.40	0	$ -	448	$ 2,352.00	**$ 24,085.40**
2	**Wardlow St.**	1st St.	2nd St.	4/17/2017	4/21/2017	Reconstruction	0.07	9,990	139	$ 8,937.70	100	$ 1,150.00	259	$ 1,359.75	**$ 11,447.45**
3	**Nevada Ave.**	Pike Blvd.	Dead End	5/1/2017	5/5/2017	Overlay	0.24	47,360	658	$ 42,309.40	0	$ -	896	$ 4,704.00	**$ 47,013.40**
4	**Railroad St.**	Garza Ave.	Iowa Ave.	5/15/2017	5/19/2017	Reconstruction	0.05	7,680	107	$ 6,880.10	215	$ 2,472.50	168	$ 882.00	**$ 10,234.60**
5	**Garza Ave.**	2nd St.	Railroad St.	5/29/2017	6/2/2017	Reconstruction	0.16	31,450	437	$ 28,099.10	882	$ 10,143.00	595	$ 3,123.75	**$ 41,365.85**
6	**Indiana Ave.**	8th St.	10th St.	6/12/2017	6/16/2017	Overlay	0.13	19,140	266	$ 17,103.80	0	$ -	462	$ 2,425.50	**$ 19,529.30**
7	**Los Arcos St.**	FM1015	S. of Turnaround	6/26/2017	6/30/2017	Overlay	0.36	51,300	713	$ 45,845.90	0	$ -	1330	$ 6,982.50	**$ 52,828.40**
8	**Esmeralda St.**	Opal St.	Dead End	7/10/2017	7/14/2017	Reconstruction	0.19	30,000	417	$ 26,813.10	210	$ 2,415.00	700	$ 3,675.00	**$ 32,903.10**
9	**2nd St.**	Illinois Ave.	Garza Ave.	7/24/2017	7/28/2017	Overlay	0.11	16,530	230	$ 14,789.00	0	$ -	399	$ 2,094.75	**$ 16,883.75**
10	**Lilia St.**	Border Ave.	Anaqua St.	8/7/2017	8/11/2017	Overlay	0.18	35,520	493	$ 31,699.90	0	$ -	672	$ 3,528.00	**$ 35,227.90**
11	**Moreland Dr.**	FM1015		8/21/2017	8/25/2017	Reconstruction	0.07	13,727	286	$ 18,388.46	257	$ 2,955.50	260	$ 1,365.00	**$ 22,708.96**
						TOTALS:	1.60	273,290	3798	$ 244,211.40	1407	$ 16,180.50	5929	$ 31,127.25	**$ 314,228.11**

Schedule is subject to change and weather permitting

GRAND TOTAL: $ 314,228.11

FY 2017 BUDGET	**$ 550,000.00**
YTD EXPENSES	**$ 380,336.84**
REMAINING FUNDS	**$ 169,663.16**
FUNDS NEEDED TO COMPLETE PROJECTS	**$ 144,564.95**

CITY OF WESLACO
PUBLIC WORKS DEPARTMENT
FY 2016 - 2017 Approved Street Improvement Projects

Estimated Re-Construction/Overlay Cost

	Street	From	To	District #	Projected Completion Date	Type of Repair	Miles	SF	Hot Mix (Tons)	Cost $64.30	Caliche (Tons)	Cost $11.50	MC30 Oil (Gal)	Cost $6.00	Total Cost	Completed	Date of Completion
1	**Opal St.**	Rubi	Dead End	6	10/10/16	Overlay	0.25	35694	496	$ 31,892.80	0	$ -	925	$ 5,550.00	**$ 37,442.80**	☑	10/13/2016
2	**Pike Blvd.**	FM1015	Mile 2 1/2 W.	6	10/17/16	Overlay	0.54	106190	1475	$ 94,842.50	0	$ -	2009	$ 12,054.00	**$ 106,896.50**	☑	10/20/2016
3	**Diamond St.**	Center Point Sub.		6	2/16/16	Overlay	0.33	64390.6	894	$ 57,484.20	0	$ -	1216	$ 7,296.00	**$ 64,780.20**	☑	2/16/2017
4	**2nd St.**	Texas Blvd.	Missouri Ave.	3	2/24/16	Reconstruction	0.05	9321	194	$ 12,474.20	262	$ 3,013.00	167	$ 1,002.00	**$ 16,489.20**	☑	2/23/2017
5	**Agostadero St.**	Bridge	Dolores Huerta		11/14/16	Overlay	0.12	22903	318	$ 20,447.40	0	$ -	433	$ 2,598.00	**$ 23,045.40**	☑	2/2/2016
6	**Padre Ave.**	2nd St.	Davenport	5	11/28/16	Reconstruction	0.11	16548	345	$ 22,183.50	464	$ 5,336.00	414	$ 2,484.00	**$ 30,003.50**	☑	2/9/2016
7	**Clifton St.**	Padre Ave.	Utah Ave.	5		Reconstruction		8400	117	$ 7,523.10	125	$ 1,437.50	210	$ 1,260.00	**$ 10,220.60**	☑	2/9/2016
8	**Sugar Sweet**	Sugarcane	Sweet	5	12/5/16	Reconstruction	0.25	49970	1041	$ 66,936.30	1402	$ 16,123.00	921	$ 5,526.00	**$ 88,585.30**	☑	12/1/2016
9	**Huisache**	Border	Republica	3	3/17/16	Reconstruction	0.24	34857	726	$ 46,681.80	978	$ 11,247.00	904	$ 5,424.00	**$ 63,352.80**	☐	
10	**Utah Ave.**	2nd St.	Railroad St.		1/9/17	Reconstruction	0.28	40500	563	$ 36,200.90	1136	$ 13,064.00	1050	$ 6,300.00	**$ 55,564.90**	☑	1/27/2017
						TOTALS:	2.18	388774	6168	$ 396,666.70	4367	$ 50,220.50	8248	$ 49,494.00	**$ 496,381.20**		

Schedule is subject to change and weather permitting

GRAND TOTAL: $ 496,381.20

MILE 2 1/2
SR MEDRANO
STOP

STOP

STOP

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-864
From:	
Subject: Discussion and consideration to approve rules for the rental of Park fields. Possible action. (Staffed by Parks and Recreation Department.)	
Background: We have received a number of complaints relating to access of ball fields. We have a lot of individuals who are putting on private baseball tournaments, which are putting pressure on our local users.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Elizabeth Walker David Arce Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Policy will be presented at meeting for consideration.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-865
From: David Arce	
Subject: Discussion and consideration to authorize the submission of a waiver of retro-activity for the north side property comprised of 45.944 acres located in 48.682 acres of land out of Farm Tracts 98 and 114 West Tract Subdivision, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)	
Background: We are asking for this in anticipation of submitting a parks grant next year and to use the purchase of this property as the City's match for such grant.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Elizabeth Walker David Arce Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments:		
Staff Recommendation: Approval		
Attachments, if any: TP&W Waiver of Retroactivity		
Responsibilities upon Approval:		

TEXAS PARKS & WILDLIFE

LOCAL PARK GRANT PROGRAM

WAIVER OF RETROACTIVITY GUIDELINES FOR LAND ACQUISITION

Waivers of Retroactivity are available to eligible grant applicants to allow for land acquisition prior to grant approval. For land which may be under eminent threat of loss as an acquisition opportunity, Texas Parks & Wildlife Department (TPWD) may authorize acquisition to occur prior to grant approval through a Waiver of Retroactivity. Waivers may be considered for convenience purposes with the understanding that if a grant is approved, this may limit funding opportunities for the project.

An approved waiver does not constitute future grant approval, nor is it implied. A waiver simply preserves the matching potential of a park site for a limited period, and allows the local applicant to utilize the value of the land as all or part of the project's matching share.

Waivers are only one means of securing park land prior to project approval while maintaining the match potential for a future grant application. Other means of securing property include the transferring of title to a private non-profit trust/foundation for holding, or through the use of certain right-of-first-refusal contracts which receive prior TPWD approval. Waivers will not be granted if it is determined by TPWD that an environmental impact statement will be required.

THE FOLLOWING RESTRICTIONS APPLY WHEN A WAIVER IS GRANTED:

1. Waivers and land acquisition costs are incurred at the applicant's expense and risk. The granting of a waiver does not in any way ensure grant approval or site eligibility, or imply TPWD commitment to the project.

2. Waivers are valid only for a limited period of time. A waiver will expire at the end of the second state fiscal year following the state fiscal year in which the waiver was granted. A state fiscal year is September 1st through August 31st. Extensions up to three additional fiscal years will only be granted on a case-by-case basis.

3. The granting of extensions beyond the original expiration date may limit the funding options for projects as federal Land and Water Conservation Fund guidelines preclude waivers beyond the two fiscal year limit.

4. A complete grant application must be submitted by the applicant as soon as possible after the granting of the waiver. The grant must be approved by TPWD prior to the waiver's expiration.

5. Waivers are for land acquisition only. Construction/development costs will not be made retroactive.

6. If funded the level of grant acquisition assistance will be determined by an independent appraisal approved by the TPWD after grant approval. For more information regarding acceptable appraisals, please see the Instructions for Approved Projects.

TO REQUEST A WAIVER, THE FOLLOWING MUST BE SUBMITTED FOR REVIEW:

1. **Cover letter** addressing the scope and urgency of the waiver and an assurance that it is understood that the granting of a waiver will in no way commit TPWD to the future funding of a grant project.

2. **Description of the Environment** that includes:

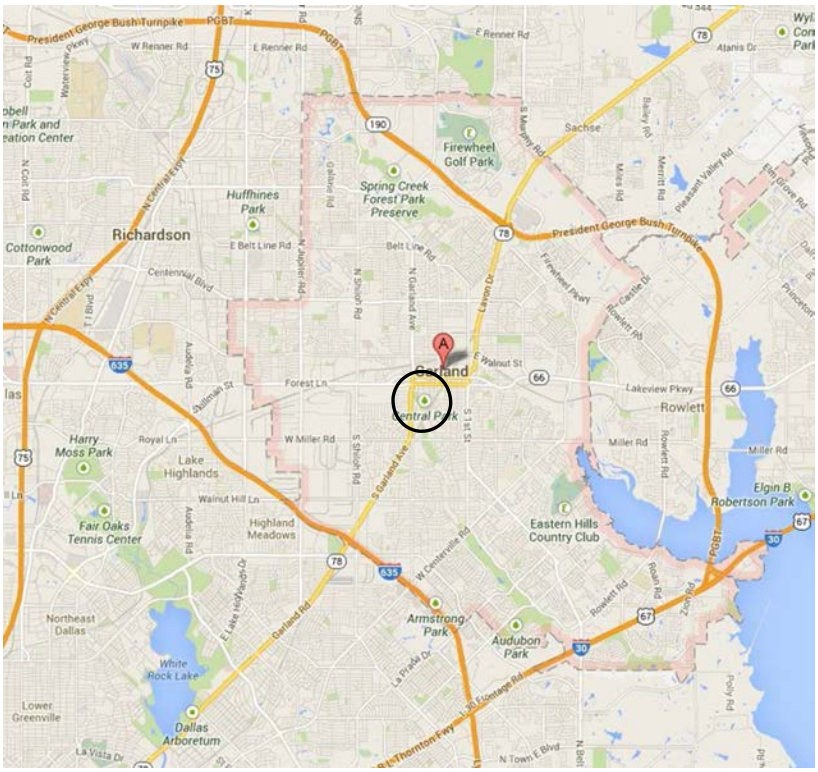
- Acres to be acquired
- Description of the public outdoor recreation uses proposed for the site
- Surrounding land uses N, S, E, W (residential, commercial, agricultural)
- Vegetation – species, dominant plants, vegetation
- Topography
- Natural water features on site
- Soils
- Wildlife habitat
- Existing site development (extent of impervious cover, structures, etc.)
- Utilities available on site
- Overhead utility lines on site
- Any history of contamination
- Any rights-of-way or easements
- Located in a flood plain or wetland
    - Map delineating the floodplain/wetland area
- Current property ownership
- Sites that are a federal, state, or local government identified area recognized in an acceptable, published planning document for having valuable or vulnerable natural resources, ecological processes, or rare, threatened, or endangered species of vegetation or wildlife

3. **Location and Boundary Maps** (See next page)

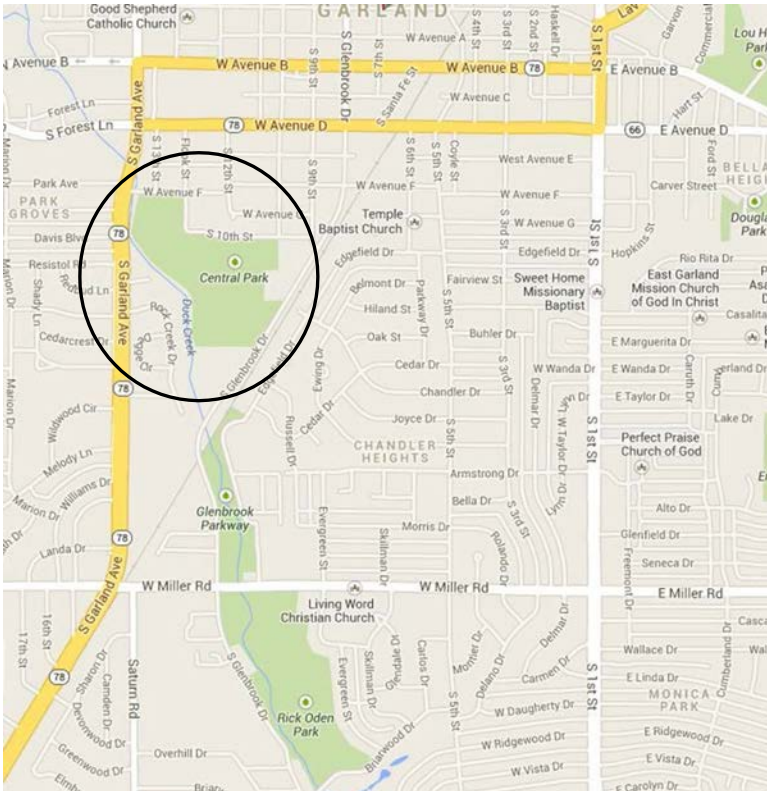
LOCATION MAPS

The Location Maps should be at least 8½" X 11" city map and/or county map with legible street names and identification of the proposed site. A vicinity map may be needed to locate the general area where site is located.

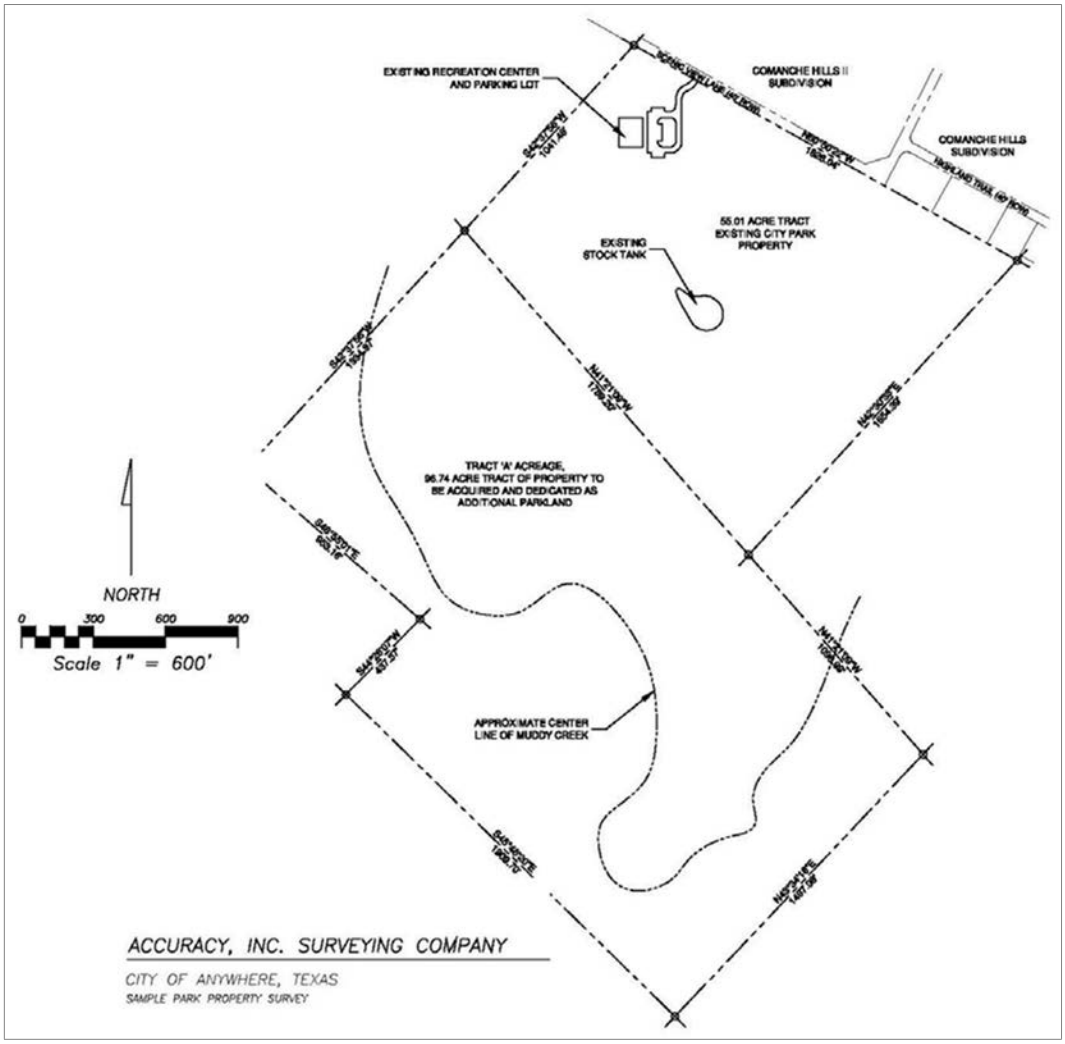
SAMPLE GENERAL VICINITY MAP



SAMPLE LOCATION MAP



SAMPLE BOUNDARY MAP



Boundary Map Should Include:

1. Applicant and property name;
2. Directional arrow and scale;
3. Boundaries should be drawn to scale, or if possible, identified using a metes and bounds legal description.
4. Locate and label all easements, overhead utilities, structures & improvements, water bodies, adjoining streets (including designated right-of-ways), and future or proposed streets.

On review and acceptance by TPWD, a waiver agreement will be executed by both the TPWD and the applicant. A copy of the agreement should be included in the forthcoming application submission.

Diamond Enterprise, Inc.
151 E. Main Street, P. O. Box 1009, Gloster, MS 39638
Phone: 601-225-7488 Fax: 601-225-7595
e-mail address - diamondenterpriseinc@telepak.net

March 2, 2017

City of Weslaco
Marcelo Cosmoe
Water/Wastewater Superintendent
1912 Joe Stephens Ave
Weslaco, TX 78559
Office # 956-973-3146
Fax # 956-447-3298
Mobile # 956-532-8342
Email: m.cosme@weslacotx.gov

Re: additional repairs needed on the Concrete Tank

Marcelo,

A. The following are approximate prices for work on your concrete water tank:

   1. Complete lining of the interior of your water tank will cost you,
      Approximate $ 170,000.00 to $ 180,000.00

   2. You already have invested 37,500.00. (Washing & Sand Blasting)

B. After washing and sandblasting our evaluation is :

   1. Paint entire interior up to the water line, with 5.6 mils of
      Tnemec Series20 $ 19,000.00

   2. Cut out all cracks needed and caulk with Tnemec series $ 17,000.00

      We feel this procedure is the best that can be done other than the complete lining.

      Please advise on your decision.

Sincerely,

Archie W Wilkins Sr.

Southern Trenchless

1200 w. exp 83
La Feria, Texas
78559
956-277-0354
956-744-2600
956-277-0355
Ramon@southerntrenchless.com
www.southerntrenchless.com

Estimate

Estimate No:
123

Date:
February 20, 2017

For: City Of Weslaco

Description	Quantity	Rate	Amount
Seal annular space between wall and floor of concrete water tank with non shrink grout then cover with a 100% solids epoxy liner to create water tight joint.	1	$37,000.00	$37,000.00

* Indicates non-taxable item

Subtotal	$37,000.00
TAX (0.00%)	$0.00
Total	**$37,000.00**

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-767	
From:		
Subject: Quarterly investment report for 12/31/2016. Possible action to accept and file.		
Background: Finance Director will present and discuss quarterly investment report as per attached.		
Funding Source (budget code, if applicable)**:**		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Elizabeth Walker Mary Barrera Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation: Recommend accept and file investment report for quarter ending 12/31/2016 as presented.		
Attachments, if any: Qtr Rpt 12/31/2016		
Responsibilities upon Approval:		

CITY OF WESLACO

FINANCE DEPARTMENT

QUARTERLY INVESTMENT REPORT

FOR QUARTER ENDING

DECEMBER 31, 2016

City of Weslaco, Texas
Investment Report
December 31, 2016

Deposits:	**1st Quarter 12/31/16**
Cash on Deposit	
BBVA Compass	$ 18,185,304
Frost	$ 124,620
Tex Pool	4,339,144
Money Market Accounts	
Rio Bank	249,150
Certificates of Deposit	
Greater Bank of South Texas 4/30/2017	241,144
Rio Bank 1/15/2018	240,732
Total	$ 23,380,094

Rates:	**1st Quarter 12/31/16**
Cash - Interest Earning	
BBVA Compass	0.491%
Frost	-
Tex Pool	0.413%
Money Market Accounts	
Rio Bank	0.520%
Certificate of Deposits	
Greater Bank of South Texas 4/30/2017	1.000%
Rio Bank 1/15/2018	1.210%

Total Interest Earned for Period	
Total Interest	$ 19,801.36
Average Return	0.49%
Benchmark - 3 Month T-Bill Rate	0.50%
Weighted Average Maturity (Days)	6.16

Total Interest Earned Year to Date

This report is in full compliance with the investment policy and strategy as established for the City of Weslaco, Texas and the Public Funds Investment Act (Chapter 2256, Government Code).

Prepared by:

1-26-17

Maria C. Barrera, CPA
Finance Director

Reviewed by:

1-26-17

Mike R. Perez
City Manager

Standardized Agenda Request Form

Date of Meeting: March 7, 2017	**Agenda Item No.** (to be assigned by CSO)**:** 2017-768	
From:		
Subject: Quarterly financial report for 12/31/2016. Possible action to accept and file.		
Background: Finance Director will present and discuss financial report for quarter ending 12/31/2016, as per attached.		
Funding Source (budget code, if applicable)**:**		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Elizabeth Walker Mary Barrera Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments:		
Staff Recommendation: Recommend accept and file report as presented.		
Attachments, if any: Financial Report 12/31/2016		
Responsibilities upon Approval:		

CITY OF WESLACO

FINANCE DEPARTMENT

QUARTERLY FINANCIAL REPORT

FOR PERIOD ENDING

DECEMBER 31, 2016

(Unaudited – For Management Discussion Only)

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - GENERAL FUND COMBINED
DECEMBER 31, 2016

ASSETS	
Cash and Equivalents	8,930,912
A/R Taxes-Current	6,882,550
A/R Sales Tax	862,805
A/R Ambulance Fees	758,685
A/R Other	20,278
Due from other Funds	282,251
Due from other Govt	287,379
Due from Others	-
Inventory	12,135
Prepaid Expense	2,586
Restricted Assets	254,143
TOTAL ASSETS	**18,293,725**
LIABILITIES	
Accounts Payable	90,878
Accrued Salaries & Wages	245
Due to other Funds	685,039
Other Liabilities	665,987
Deferred Revenues	6,813,502
Trusts	254,143
TOTAL LIABILITIES	**8,509,795**
FUND BALANCE	
Nonspendable fund balance	3,420
Restricted fund balance	534,906
Committed fund balance	815,998
Unassigned fund balance	6,739,464
Change in net position	1,690,141
TOTAL FUND BALANCE	**9,783,930**
TOTAL LIABILITIES AND FUND BALANCE	**18,293,725**

CITY OF WESLACO, TEXAS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

GENERAL FUND COMBINED
DECEMBER 31, 2016

REVENUES	**Actual**	**Annual Budget**
Ad Valorem Taxes	3,607,191	9,146,294
Sales Tax	2,296,424	8,772,016
Franchise Taxes	168,029	1,797,350
Permits & Licenses	176,357	567,475
Intergovernmental Revenue	7,783	317,202
Charges for Services	278,981	2,213,500
Fines and Forfeitures	202,762	685,640
Investment Income	9,131	30,700
Rentals and Royalties	17,753	84,200
Other Revenue	31,676	199,858
TOTAL REVENUES	**6,796,086**	**23,814,235**
EXPENDITURES		
General Government	765,859	3,484,843
Judicial and Legal	176,697	571,223
Public Safety	2,701,399	12,459,001
Public Works	206,906	1,060,144
Streets and Highways	248,866	1,382,890
Planning, Inspections & Engineering	207,866	1,079,554
Culture and Recreation	245,828	1,373,431
Nondepartmental	299,286	692,336
Capital Outlay	23,350	737,244
Debt Service	87,251	139,102
TOTAL EXPENDITURES	**4,963,307**	**22,979,768**
EXCESS OF REVENUES OVER EXPENDITURES	**1,832,778**	**834,467**
OTHER FINANCING SOURCES (USES)		
Transfers In (Out)	(89,672)	131,310
Economic Development and Assistance	(52,965)	(1,025,000)
OTHER SOURCES (USES)	**(142,637)**	**(893,690)**
NET CHANGE IN FUND BALANCE	**1,690,141**	**(59,223)**
Fund Balance - October 1 (Beginning)	**8,093,789**	
Fund Balance - December 31 (Ending)	**9,783,930**	
Number of days in working capital	**155**	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - WATER & SEWER FUND COMBINED
DECEMBER 31, 2016

ASSETS	
Cash and Equivalents	4,630,130
Restricted Cash	2,436,431
Current Receivables	1,924,021
Inventory	246,367
Other Assets	305,567
Deferred Resource Outflow	770,574
Assets, net of Depr	88,761,981
TOTAL ASSETS	**99,075,071**
LIABILITIES	
Accounts Payable	1,052,063
Accrued Salaries & Wages	66,275
Due to Other Funds	-
Other Liabilities	4,468,666
Deferred Resource Inflow	32,003
Long Term Liabilities - Bonds	59,228,335
TOTAL LIABILITIES	**64,847,342**
FUND EQUITY	
Net Investment in Capital Assets	26,835,704
Capital Fee Reserve	626,514
Restricted - Debt Service	1,066,290
Restricted - Construction	3,275,494
Unrestricted fund equity	2,419,642
Change in net position	4,085
TOTAL FUND EQUITY	**34,227,729**
TOTAL LIABILITIES AND FUND EQUITY	**99,075,071**

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
WATER AND WASTEWATER FUNDS
DECEMBER 31, 2016

REVENUES	**Actual**	**Annual Budget**
Intergovernmental Revenue	-	-
Charges for Services	2,829,550	11,819,000
Interest	181	-
Other Revenue	80,313	236,500
TOTAL REVENUES	**2,910,044**	**12,055,500**
EXPENDITURES		
Emergency Management	-	-
Treatment	909,211	2,768,653
Distribution & Collection	310,281	1,888,844
Utility Billing	55,355	300,275
Water Meter Division	35,520	192,455
Capital Outlay	257,495	1,243,800
Bad Debt	-	-
Debt Service	151,708	5,138,356
TOTAL EXPENDITURES	**1,719,569**	**11,532,383**
EXCESS OF REVENUES OVER EXPENDITURI	**1,190,475**	**523,117**
OTHER FINANCING SOURCES (USES)		
Transfers In (Out)	(1,186,390)	(1,565,561)
OTHER SOURCES (USES)	**(1,186,390)**	**(1,565,561)**
NET CHANGE IN FUND EQUITY	**4,085**	**(1,042,444)**
Fund Balance - October 1 (Beginning)	**5,695,136**	
Fund Balance - September 30 (Ending)	**5,699,221**	
Number of days in working capital	**127**	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - SOLID WASTE FUND
DECEMBER 31, 2016

ASSETS	
Cash and Equivalents	520,264
Current Receivables	618,362
Noncurrent Receivable	2,000,000
Deferred Resource Outflow	1,362
Assets, net of Depr	540,880
TOTAL ASSETS	**3,680,869**
LIABILITIES	
Accounts Payable	24,475
Accrued Salaries & Wages	7,948
Due to Other Funds	-
Noncurrent Liabilities	536,078
Deferred Resource Inflow	431
TOTAL LIABILITIES	**568,932**
FUND EQUITY	
Contributed Capital	-
Reserved fund equity	-
Unreserved fund equity*	2,813,051
Change in net position	298,885
TOTAL FUND EQUITY	**3,111,936**
TOTAL LIABILITIES AND FUND EQUITY	**3,680,869**

*Fund equity includes $2M loan advanced to Water/Sewer Fund from Solid Waste Fund to complete WTP Project

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
SOLID WASTE FUND
DECEMBER 31, 2016

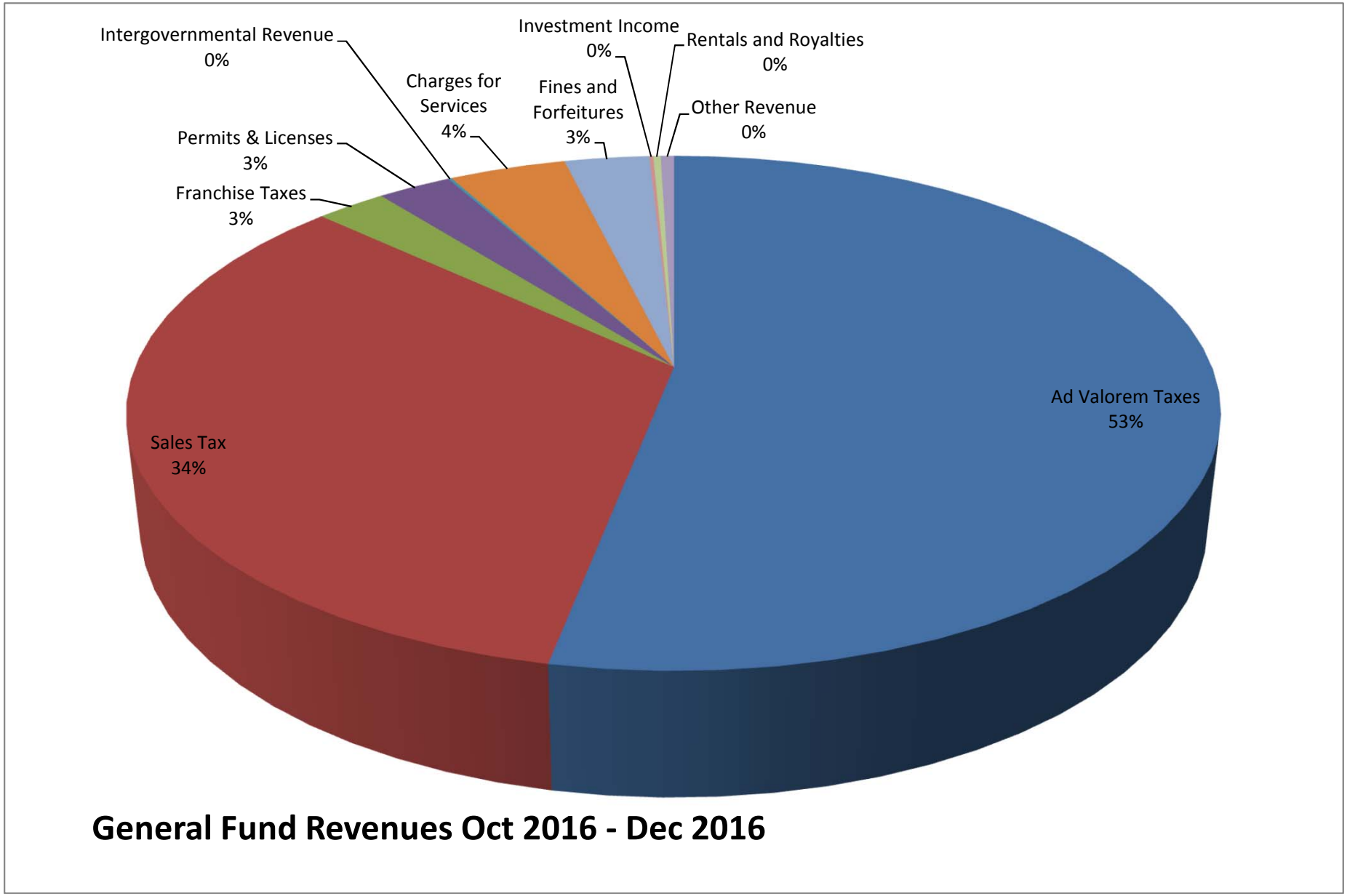
REVENUES	**Actual**	**Annual Budget**
Intergovernmental Revenue	-	-
Charges for Services	1,192,229	4,982,000
Other Revenue	20,222	85,500
TOTAL REVENUES	**1,212,451**	**5,067,500**
EXPENDITURES		
Emergency Management	-	-
Collection	515,700	3,052,504
Transfer Station/Recycling	11,138	54,612
Landfill	55	46,030
Brush Collection	105,236	630,000
Capital Outlay	-	-
Bad Debt	-	-
Debt Service	-	-
TOTAL EXPENDITURES	**632,128**	**3,783,146**
EXCESS OF REVENUES OVER EXPENDITURI	**580,323**	**1,284,354**
OTHER FINANCING SOURCES (USES)		
Transfers In (Out)	(281,438)	(1,125,750)
OTHER SOURCES (USES)	**(281,438)**	**(1,125,750)**
NET CHANGE IN FUND EQUITY	**298,885**	**158,604**
Fund Balance - October 1 (Beginning)	**2,813,051**	
Fund Balance - September 30 (Ending)	**3,111,936**	
Number of days in working capital	**161**	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - AIRPORT FUND
DECEMBER 31, 2016

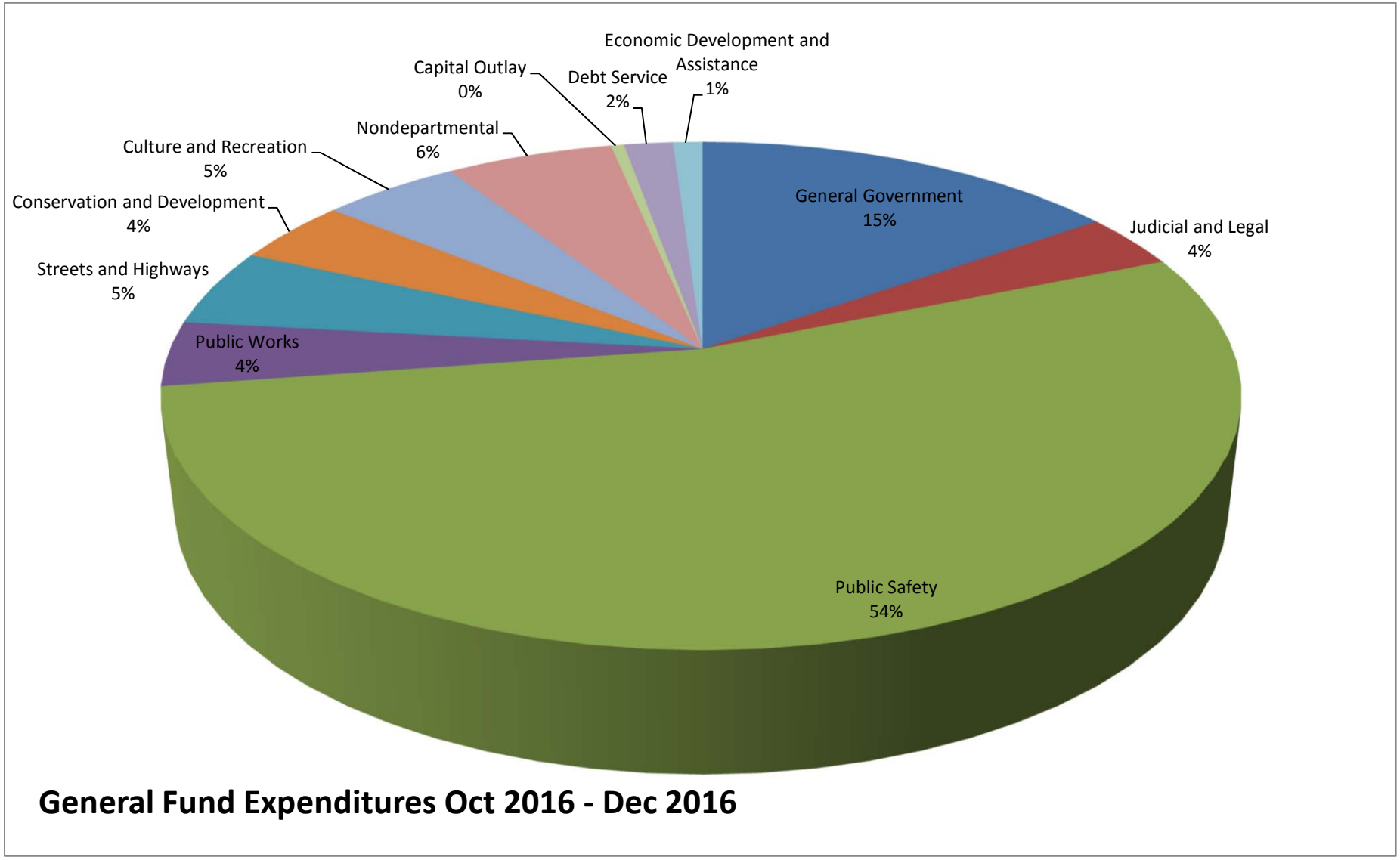
ASSETS	
Cash and Equivalents	130,364
Due from Other Government	-
Current Receivables	20,451
Inventory	31,354
Restricted Assets	229,998
Deferred Resource Outflow	11,185
Assets, net of Depr	9,960,980
TOTAL ASSETS	**10,384,332**
LIABILITIES	
Accounts Payable	15,003
Accrued Salaries & Wages	95,762
Due to Other Funds	282,251
Due to Other Governments	10,300
Other Liabilities	2,634
Deferred Resource Inflow	3,541
TOTAL LIABILITIES	**409,490**
FUND EQUITY	
Net Investment in Capital Assets	9,960,980
Reserved fund equity	229,998
Unreserved fund equity	(381,971)
Change in net position	165,835
TOTAL FUND EQUITY	**9,974,842**
TOTAL LIABILITIES AND FUND EQUITY	**10,384,332**

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
AIRPORT FUND
DECEMBER 31, 2016

REVENUES	**Actual**	**Annual Budget**
Intergovernmental Revenue	-	70,000
Charges for Services	61,206	202,826
Other Revenue	291	-
TOTAL REVENUES	**61,497**	**272,826**
EXPENDITURES		
Airport Operations	117,571	438,206
Capital Outlay	28,092	121,399
Debt Service	-	-
TOTAL EXPENDITURES	**145,662**	**559,605**
EXCESS OF REVENUES OVER EXPENDITURE	**(84,165)**	**(286,779)**
OTHER FINANCING SOURCES (USES)		
Transfers In (Out)	250,000	255,000
OTHER SOURCES (USES)	**250,000**	**255,000**
NET CHANGE IN FUND EQUITY	**165,835**	**(31,779)**
Fund Balance - October 1 (Beginning)	**9,809,007**	
Fund Balance - September 30 (Ending)	**9,974,842**	
Number of days in working capital	**-1385**	

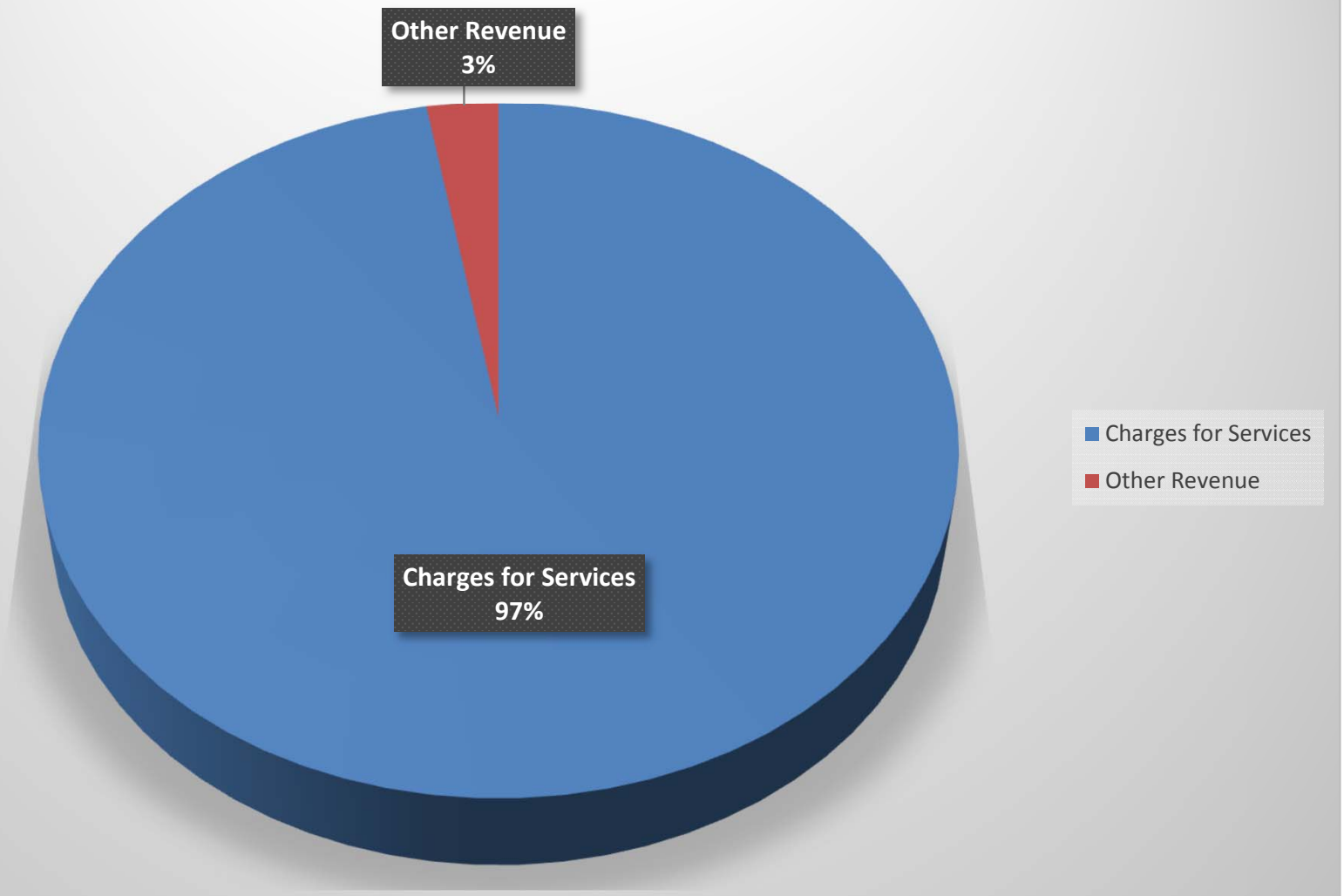


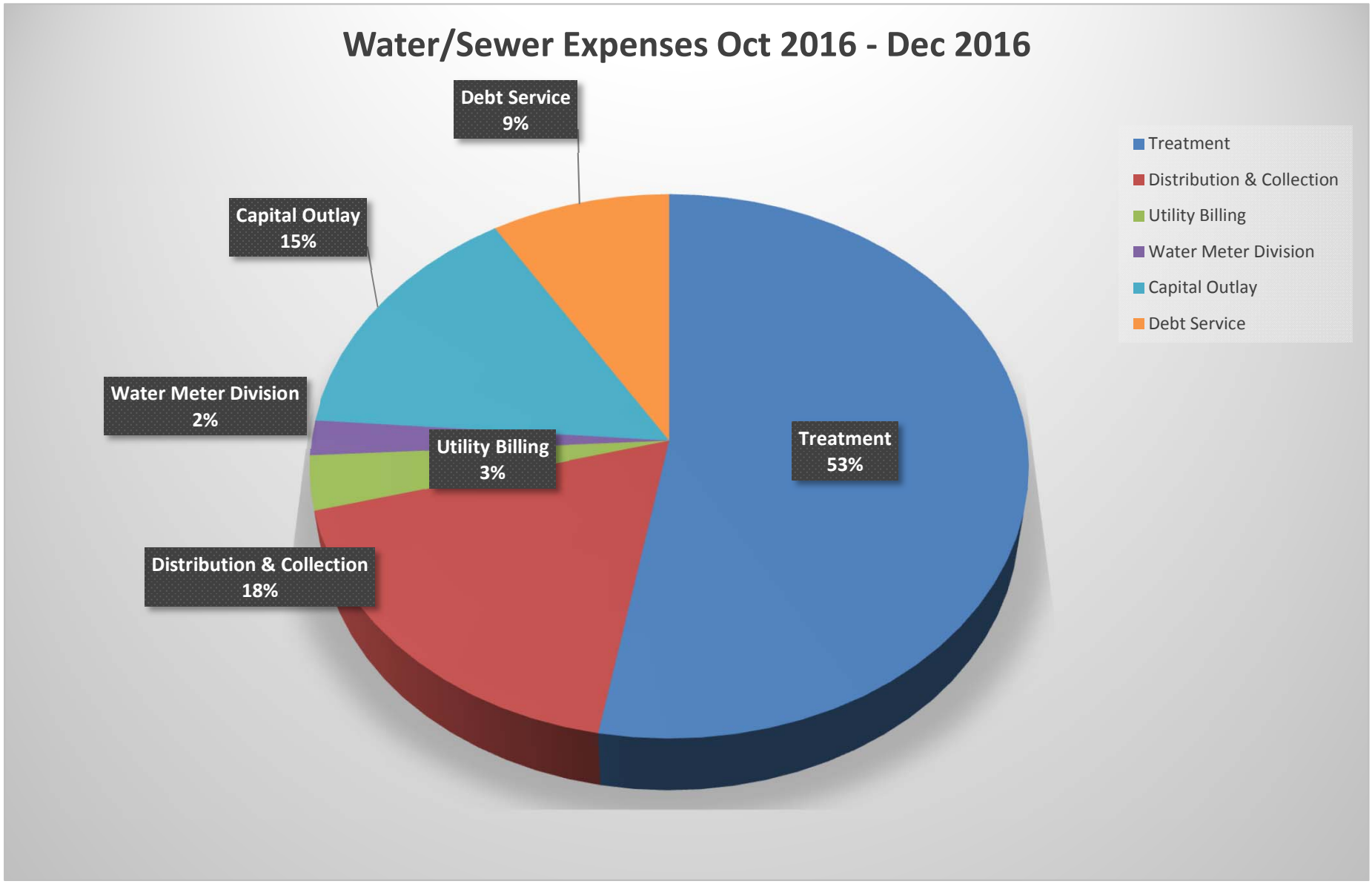
General Fund Revenues Oct 2016 - Dec 2016

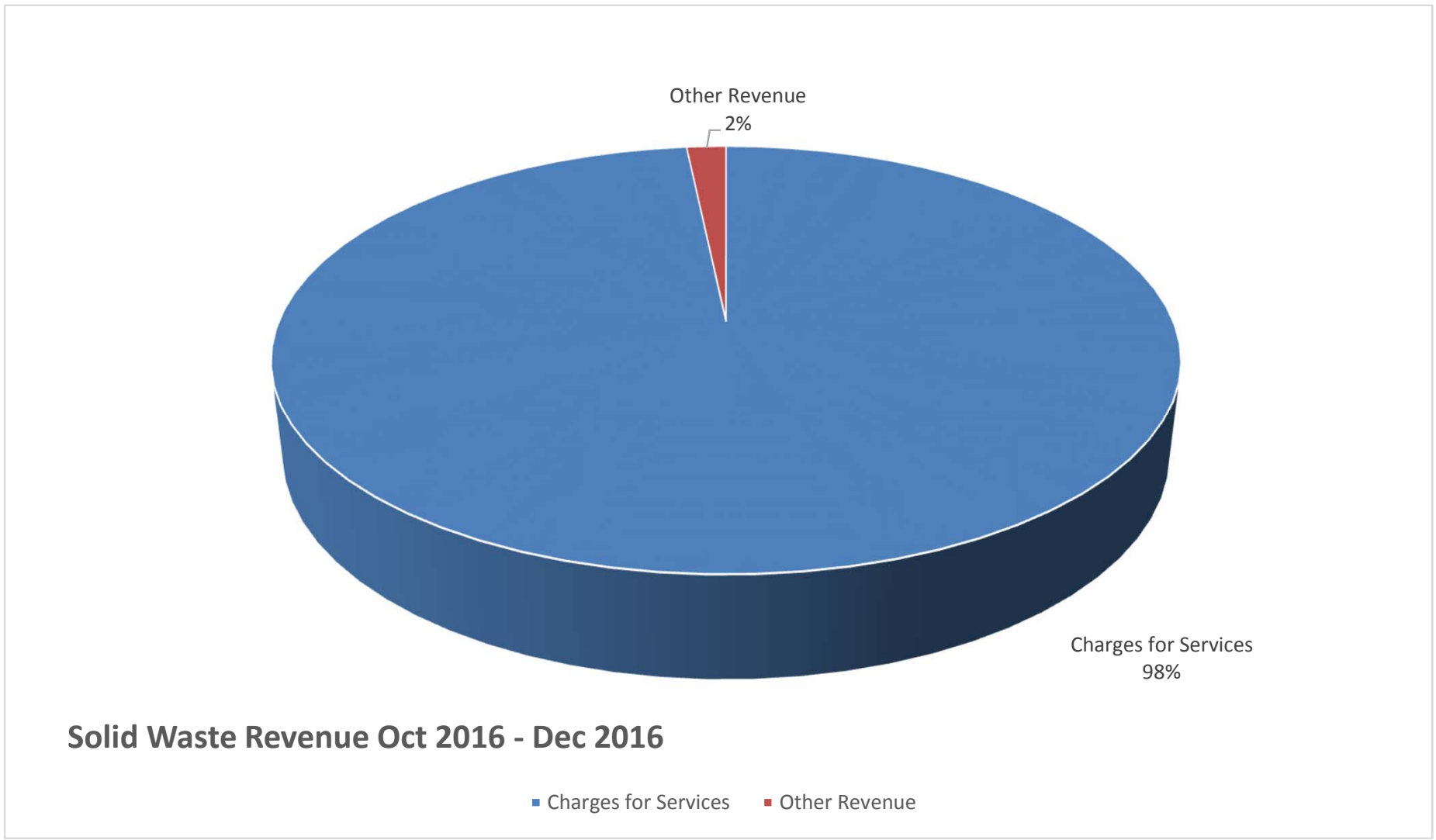


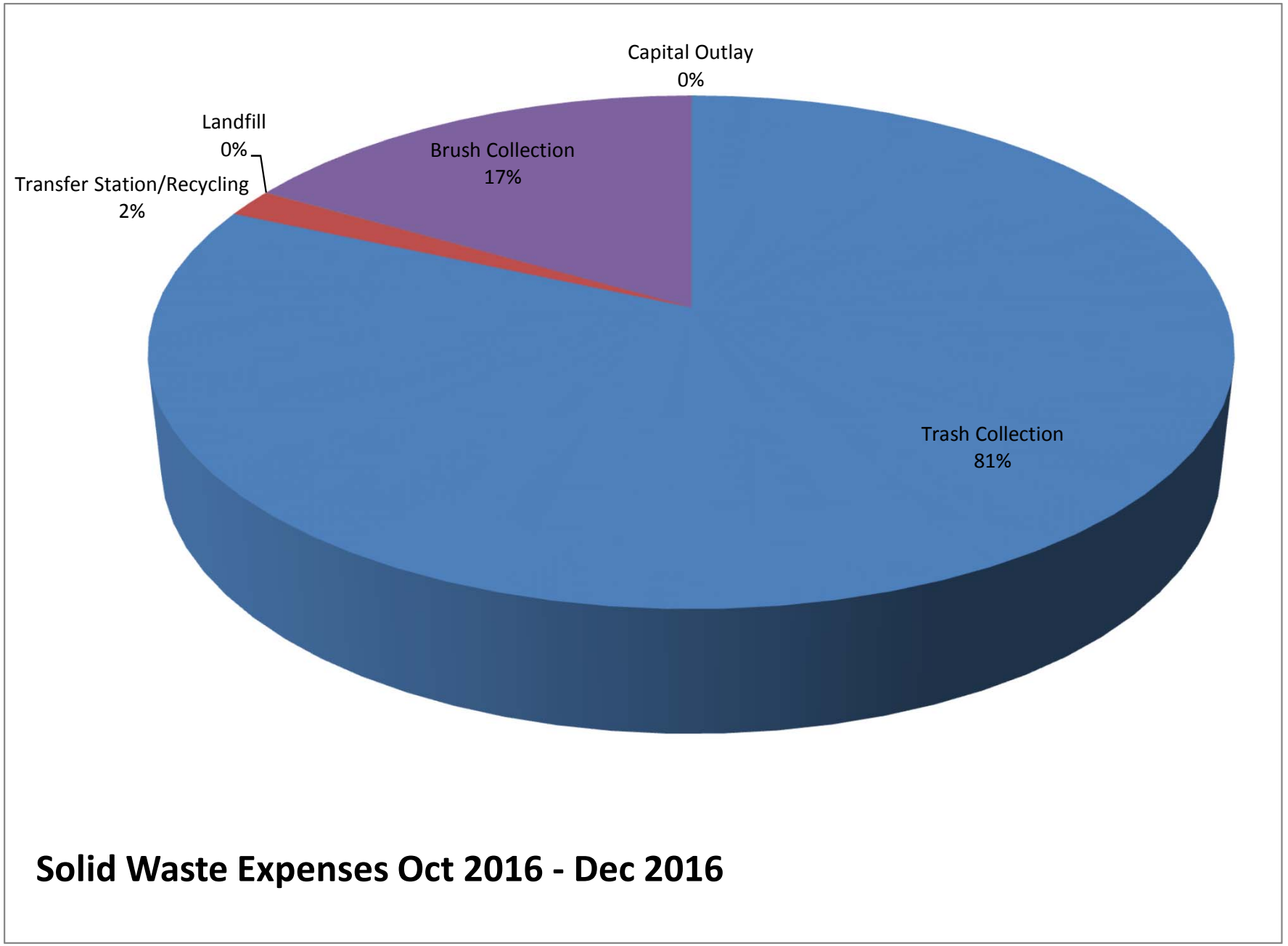
General Fund Expenditures Oct 2016 - Dec 2016

Water/Sewer Revenue Oct 2016 - Dec 2016

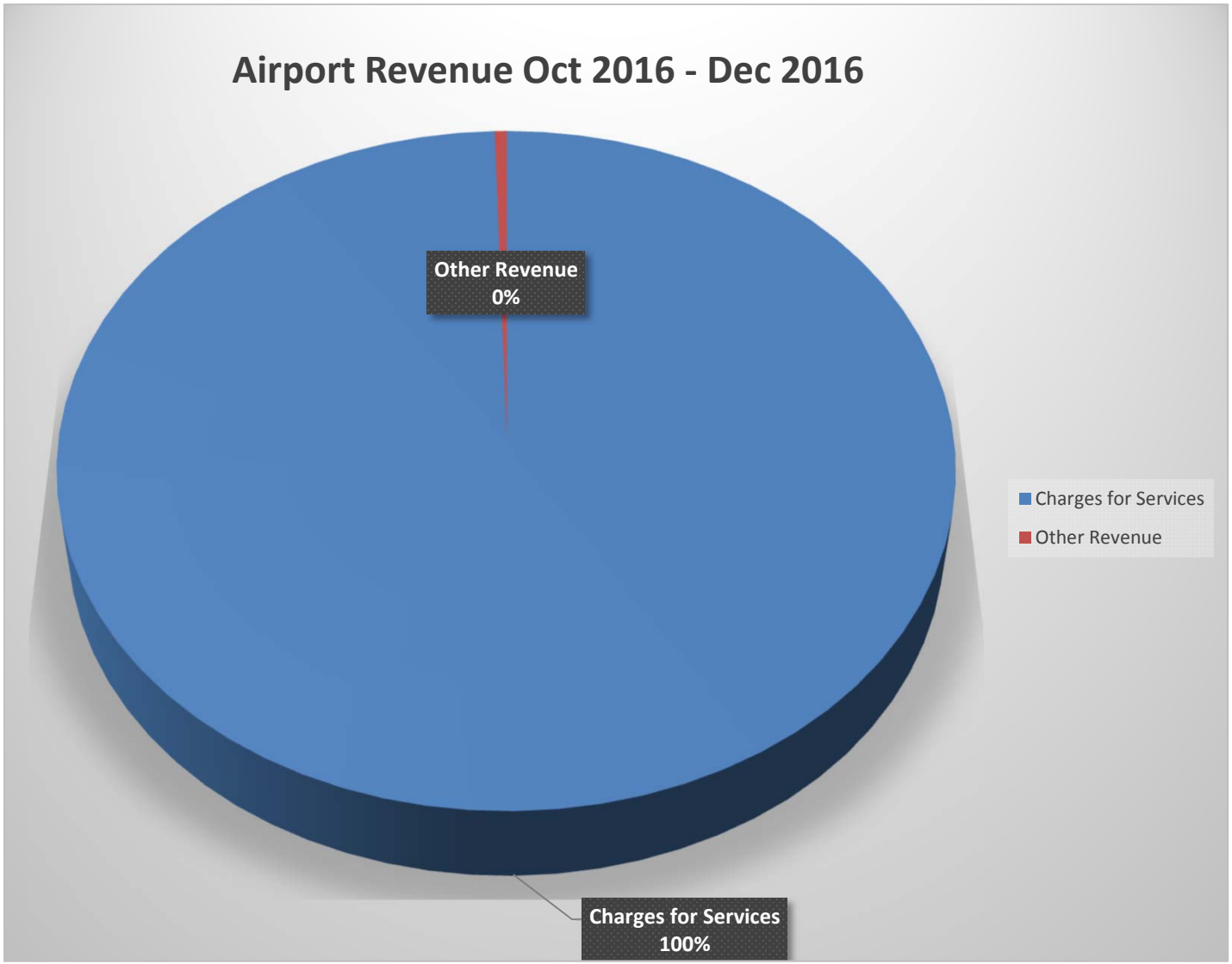


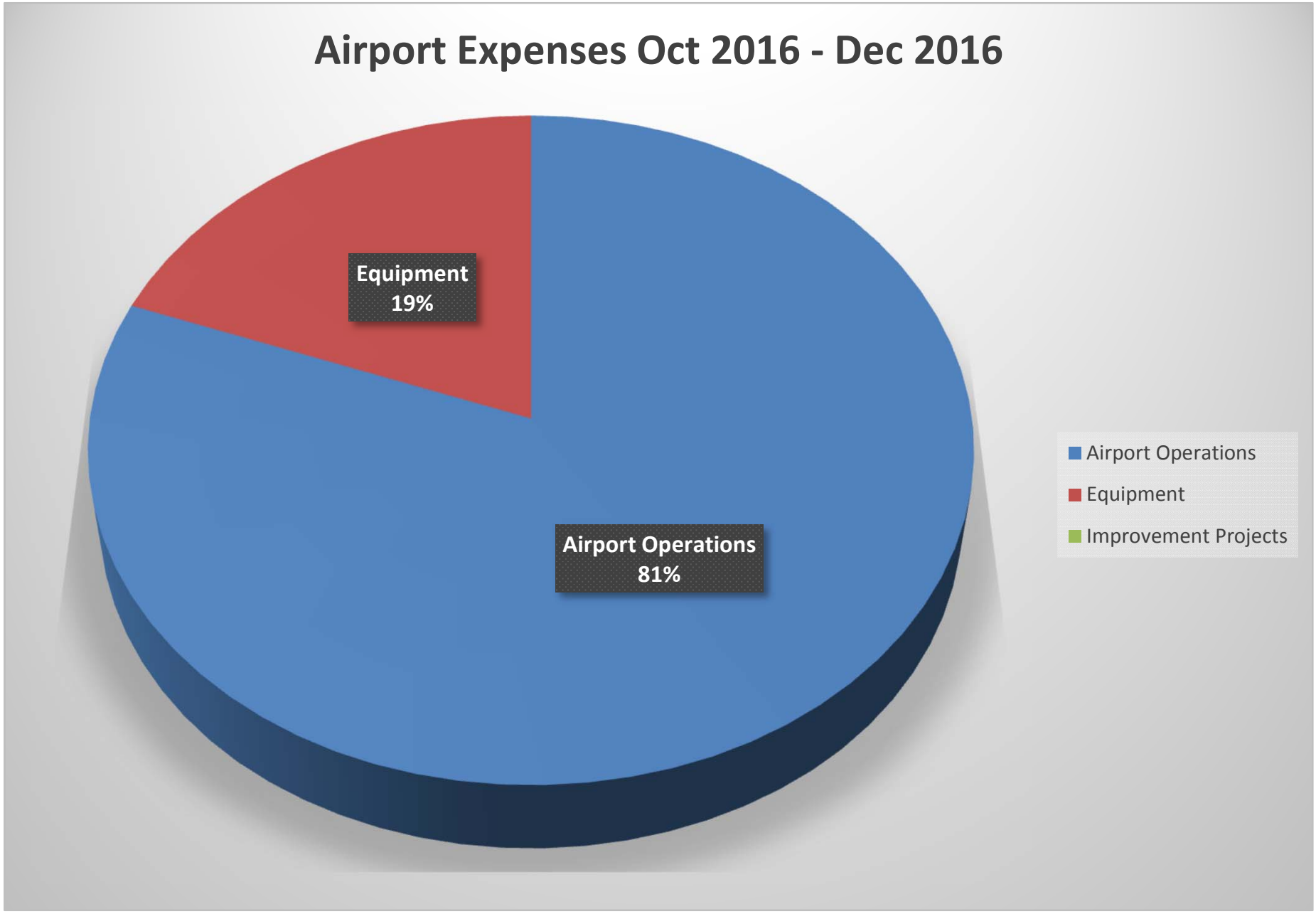

Water/Sewer Expenses Oct 2016 - Dec 2016
Debt Service 9%
Capital Outlay 15%
Water Meter Division 2%
Utility Billing 3%
Distribution & Collection 18%
Treatment 53%
Treatment
Distribution & Collection
Utility Billing
Water Meter Division
Capital Outlay
Debt Service


Other Revenue
2%
Charges for Services
98%
Solid Waste Revenue Oct 2016 - Dec 2016
Charges for Services
Other Revenue



Solid Waste Expenses Oct 2016 - Dec 2016


Airport Revenue Oct 2016 - Dec 2016
Other Revenue
0%
Charges for Services
100%
Charges for Services
Other Revenue


Airport Expenses Oct 2016 - Dec 2016
Equipment
19%
Airport Operations
81%
Airport Operations
Equipment
Improvement Projects

EDC WESLACO

THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO

Whether you are launching, expanding or relocation a business, it makes sense to choose Weslaco – it is the Business Center of the Rio Grande Valley!

March 3, 2017

Quality of Life
Alfresco Music & Art Festival – event was held in February, with live music by Hot Rods. The crowd dance to the music – young people and Winter Texans danced. A good time was had by all.

The next event will be the 4th of July. A committee meet this week regarding the details.

Business Retention & Expansion Visits
Staff met with DuPont Pioneer facility. We learned about the markets and logistics and a relationship was established.

Media & Presentations
The EDC had 4 media presentations this month: Valley Business Report and De Shopping and 2 ads for Alfresco in Mid Valley Town Crier.

Digital Billboard: Mid Valley Smokin' on the Rio; February's Alfresco.

Articles in the newspaper: Alfresco and Painting for the windows of buildings by Weslaco artist Jay Balli; UTRGV CIC Board of Regents approved the signing of the lease.

Summary of Leads List
We have a summary of leads list that shows the prospects interested in expanding or coming to Weslaco.

There are 59 leads, and that translates into 2,166 jobs and a capital investments of $150 million if they all land in Weslaco.

To date, the WEDC has a total of 5 projects of WINS that create 109 jobs and $5,156,326.

275 S. Kansas, Suite #A • Weslaco, Texas • 78596
(956) 969-0838 • (956) 969-8611 Fax
www.weslacoedc.com

February 2017 TOURISM MARKETING REPORT
FOR THE CITY OF WESLACO

FEBRUARY ADVERTISING

- Advertising Placed:
  - Billboards promoting Nature (eastbound near Hutto Road) and Shopping (westbound after Premium Outlets) November --- $2,300
  - 90,000 Weslaco flyers designed, printed and distributed at the Progreso Bridge on peak weekends throughout the year, plus a quarter page ad in Shop VIP - $6,500
  - Think Weslaco ad in Texas Border Business - $450

WESLACO VISITOR INFORMATION MOBILE APP - ThinkWeslaco

- The app currently has 775 users. The number of downloads went up after recent Chamber staff continues to promote on the Chamber Facebook Page, Twitter and Instagram. The Chamber staff continues to solicit businesses for the Deals and Loyalty Card Program on the app. Currently have 12 deals and 9 Loyalty Card businesses.

WINTER TOURISM ADVERTISING

- The Chamber was represented at the McAllen Travel & Health & Wellness Expo in February. Destinations from throughout Texas and the Southwest attended to promote to the Winter Texans.

VISITOR CENTER

- Chamber Visitor Center Director Jason Vargas continues the Winter Texan Coffee Bar and weekly raffle. Coffee Bar sponsors and Weekly raffle prize donors for February: Davis Equity Realty, John Knox Village, Texas National Bank, Rio Bank, Apple Dental Cosmetics.

VISITATION – February 2017

Visitors	In State/Out of State	Visitor Center Events & Meetings	Attendance
November	24 /390	10 events/meetings	475