



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 21, 2020**

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, January 21, 2020 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.
 - 1) Award from the Government Finance Officers Association to the City of Weslaco Finance Department.
- 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.

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

III. PUBLIC HEARING

- A. To solicit input on behalf of Tomasita Hernandez requesting a Conditional Use Permit to operate an Event Center at 215B S. Texas Blvd. Suite A, also being Lot 27, Block 13, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.

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 on second and final reading of the following:

- 1) Approval on Ordinance 2019-44 amending Section 12 of Ordinance 397, to fix residential, commercial, and industrial garbage rates; providing an effective date; and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. (First reading held January 7, 2020; staffed by Finance Department.) Attachment

B. Approval of the purchase of a Certificate of Deposit from Lone Star National Bank in the amount of \$240,000.00 for a term of 12-months utilizing Booth Endowment Funds. (Staffed by the Library Department.) Attachment

C. Authorization to enter into an Interlocal Cooperation Act Agreement between the City of Weslaco Police Department and the U. S. Customs and Border Protection (U. S. Border Patrol) for the use of the Weslaco Police Department's Shooting Range and Training and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

D. Authorization and consideration to renew Clear for Law Enforcement Plus subscription for the Weslaco Police Department and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

E. Authorization to enter into an Interlocal Cooperation Act Agreement between the City of Weslaco Police Department and the City of Mercedes Police Department (MPD) for the use of the Weslaco Police Department's Shooting Range and Training and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

F. Approval on Inter-local Agreement between City of Donna and Weslaco outlining terms and conditions for the use, maintenance and operation of "Tyler Technologies New World Computer Aided Dispatch (CAD) and Records Management System RMS" for law enforcement dispatch services and authorize the Mayor to execute and any related documents. (Staffed by Police Department.) Attachment

- G. Approval on Inter-local Agreement between the City of Donna and Weslaco for lease space at 1912 Joe Stephens for the use, maintenance and operation of the Mid-Valley Regional Communications Center and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- H. Approval to authorize staff to solicit bids for CMT services and establish a rotation list for city wide-projects. (Staffed by Engineering.)
- I. Approval to authorize solicitation of bids for fuel services at Weslaco Mid Valley Airport and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment

V. APPOINTMENTS

- A. Discussion and consideration on Resolution 2020-01 appointing two board members on the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.) Attachment

VI. OLD BUSINESS

- A. Discussion and consideration on Ordinance 2019-50 to convert the twenty- foot alley running between Lots 1-20, Block 4, Gonzalez Addition into a utility easement and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-50. Possible action. (This item was tabled November 19, remained tabled December 3; no action on December 17, 2019 and tabled January 7, 2020; staffed by Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration to select a firm from the Request for Qualifications #2019-20-07 for Architectural / Engineering Design Services for a New Fire Station and Police Station with Municipal / Judicial Court and authorize the Mayor to execute any related documents. Possible action. (This item was tabled January 7, 2020; staffed by City Manager.) Attachment

VII. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Tomasita Hernandez to approve a Conditional Use Permit to operate an Event Center at 215B S. Texas Blvd. Suite A, also being Lot 27, Block 13, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

- B. Discussion and consideration for the Final Plat for San Pedro Subdivision – being 20 acre tract of land out of Farm Tract 647, West & Adams Tract Subdivision, Hidalgo County, Texas. Approximately 2,964 ft. North of the Intersection of 18th and Milanos Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- C. Discussion and consideration for the Final Plat for San Jacinto Estates No10. Phase II Subdivision – being 13.49-acre tract of land out of Farm Tract 94, West & Adams Tract Subdivision, Hidalgo County, Texas. Approximately on the Northwest corner of Mile 10 North Road and Mile 4 West Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- D. Discussion and consideration on Ambulance Services Agreement between City of Weslaco and VHS Harlingen Hospital Company, LLC dba Valley Baptist Micro-Hospital Weslaco for ambulance transportation services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment
- E. Discussion and clarification of the Utility Policy Ordinance as codified under Article II Section 4 (5) (d) Utility Reimbursement Agreement Filing Deadline and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- F. Discussion and consideration on Waterline Access Agreement between North Alamo Water Supply Corporation, City of Weslaco and Alim S. Ansari - Horizon Montessori Subdivision to allow fire protection for development and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- G. Discussion and consideration to approve Resolution 2020-02 declaring intention to reimburse certain expenditures with Certificate of Obligation proceeds and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- H. Discussion and consideration on agreement with Rolando L. Rios & Associates, PLLC for legal services regarding the US Census 2020 and redistricting the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment

- I. Discussion and consideration to nominate a member of the Weslaco community who has made significant civic contributions and achievements to the Rio Grande Valley Walk of Fame as part of BorderFest 2020 and authorize the Weslaco City Commission to sign the nomination form. Possible action. (Staffed by City Manager.) Attachment
- J. Discussion and consideration on Ordinance 2020-01 amending Ordinance 2016-03 the Equipment Replacement Fund Section One 50-80(c) and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-01. Possible action. (Staffed by City Manager.) Attachment
- K. Discussion and consideration on Ordinance 2020-02 to order a Special Municipal Election for May 2, 2020 for charter amendments and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.)
- L. Discussion and consideration on the creation of an exploratory committee dedicated to planning the long term goals of the Weslaco Library System and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.) Attachment
- M. Discussion and consideration of a Clinical Affiliation Agreement between Texas A&M Engineering Extension Service and the City of Weslaco Fire Department & EMS to provide students training and clinical experience in terms of patient assessment and related instruction for students of the School and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment
- N. Discussion and consideration on Task Order No. 2 with H2O Partners Inc. for the Hazard Mitigation Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.) Attachment
- O. Discussion and consideration on interview and selection from the Request for Qualifications 2019-20-04 for Architectural/Engineering Design Services for the Mid-Valley Airport Hanger Expansion and Infrastructure Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.) Attachment
- P. Discussion and consideration on agreement from Brannan Paving Company, LTD, to allow stockpile rock on city property located at 301 S. Bridge and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment

- Q. Discussion and consideration to contract Southern Trenchless Solutions, LLC., BuyBoard vendor contract no. 555-18, for pipe bursting repairs of a sewer line located on Pike Boulevard from Dolores Huerta to Utah Avenue, in the amount of \$79,480.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Legal Consultation - Seek City Attorney opinion relating to the lawsuit with CDM as authorized by §551.071 of the Texas Government Code.
- C. Consultation – Seek City Attorney opinion on arbitration proceedings by the Weslaco Firefighters Association (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney on potential lawsuit regarding claim under Texas Unemployment Compensation Act by Gloria Oliva as authorized by Section §551.071 of the Texas Government Code.

- E. Real Property– Consultation with City Attorney on the acquisition of real property legally described as Lot 16, Block 2, La Paloma De La Sombras Subdivision for the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Local Government Code.
- F. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 29.08 acre of land consisting of 15.24 acres out of Farm Tract 705 and 13.84 acres out of Farm Tract 706, West Tract Subdivision the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Local Government Code.
- G. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 0.87 acre tract of land out of Farm Tract 706, West Tract Subdivision the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Local Government Code.
- H. Real Property– Consultation with City Attorney on the sale of real property legally described as Lot 4, Block 143, West Tract Subdivision located in the 2400 Block of N. Texas Boulevard as authorized by §551.072 of the Texas Local Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. 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 17th day of January 2020 at 4:00 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/ Myra Ayala, 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/open-government/open-meetings>. Archived video of some meetings are also available.

Removed from Bulletin Board

Date:

Initials:

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
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: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-4	
From: Rebekah De La Fuente			
Subject: To solicit input on behalf of Tomasita Hernandez requesting a Conditional Use Permit to operate an Event Center at 215B S. Texas Blvd. Suite A, also being Lot 27, Block 13, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.			
Background: The applicant is requesting to obtain a Conditional Use Permit to operate and event center. Thirty-two (32) property owners within 200 feet of the applicant's property were notified by letter on December 27, 2019.			
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 December 23, 2019.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the conditional use permit request on January 08, 2020.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Solicit Public Comments.			
Staff Recommendation: Staff recommends approval of the Conditional Use Permit.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise applicant			



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2019-2854
From:		
Subject: Approval on Ordinance 2019-44 amending Section 12 of Ordinance 397, to fix residential, commercial, and industrial garbage rates; providing an effective date; and ordaining other matters with respect to the subject matter hereof and authorize the Mayor to execute any related documents. (First reading held January 7, 2020; staffed by Finance Department.)		
Background: Republic Services submitted their annual CPI adjustment in the amount of 3.71% increase to all residential and commercial rates for garbage and brush. I reviewed their propose rate increases and the end result will be that the City will not realizing any net income. I am proposing for the City to increase their proposed rates by 5% in all categories in order to offset the cost and also to have a net income positive result. The last time that the city made overall rate increase was in 2011.		
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):		
Aida Vega Vidal Roman Mike Perez	Created/Initiated New	
City Manager Comments: Approve rate increase.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Republic Letter on increase, CPI rate increase Revenue, Proposed Rate, O2019-44 amend Commercial rates incr		
Responsibilities upon Approval: A budget amendment will be done to recognize the additional revenue anticipated with		

rate change.



PO Drawer 1217 La Feria, TX 78559
o 956.423.7316 f 956.428.2045 republicservices.com

August 1, 2019

Mike Perez, City Manager
City of Weslaco
Weslaco, TX 78596

Reference 2019 Consumer Price Index (CPI)

*Valid
new rates for
Republic
for Friday Nov*

Dear Mr. Perez,

In accordance with the solid waste agreement between the City of Weslaco and Allied Waste Services, we hereby submit our comparative statement justifying this notice for September 1, 2019.

2019-2020 CPI Calculation

Description	Water Sewer Trash
June-18	231.341
June-19	239.928
Index Change	8.587
Net %Change	3.71%
Effective Change @ 100%	3.71%
Rate % Increase	3.71%
CPI Cap 5.0%	5.00%

←
←

Residential Rates 2019-2020

Item	Description	Rates
1	Residential Service twice/week	\$ 9.80
2	Twice/month residential brush/bulky item service	\$ 6.12
3	Overfilled Front Load Container per yard fee	\$ 37.50

Commercial Rates 2019-2020

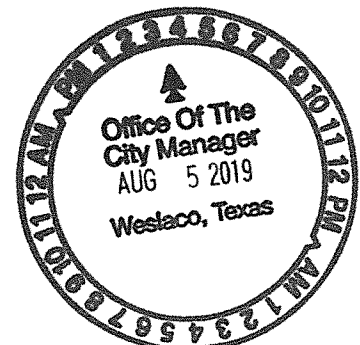
Container Size	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
2 cubic yard	\$ 75.14	\$ 137.74	\$ 200.34	\$ 262.99	\$ 325.57	\$ 386.80
3 cubic yard	\$ 86.84	\$ 159.21	\$ 231.59	\$ 303.97	\$ 376.32	\$ 448.69
4 cubic yard	\$ 98.44	\$ 180.57	\$ 262.70	\$ 344.85	\$ 425.46	\$ 509.14
6 cubic yard	\$ 124.06	\$ 225.71	\$ 327.38	\$ 429.07	\$ 530.72	\$ 632.38
8 cubic yard	\$ 145.47	\$ 266.64	\$ 387.89	\$ 509.08	\$ 630.27	\$ 751.49
30 cubic yard	Haul Rate	\$ 213.79	Tonnage Rate	\$ 45.91	Rental Rate	\$ 6.16

If you have any questions please contact me at 800-423-7316.

We Truly Appreciate Your Business!

Omar Rodriguez

Omar Rodriguez
Municipal Services Manager
Republic Services, Inc.



City of Weslaco's
Commercial Revenue
compared to Republics CPI increase

RATE COMPARISON - PROPOSED RATES COMPARED WITH REPUBLIC INCLUDING CIP INCREASE OCT --2019

SANITATION REVENUES		Ordinance City Rate	Republic Proposed Rate	Republic Incr (Decr)	Net to City's	CITY	REPUBLIC	NET
			3.71% CPI					
Commercial Rates								
Routes								
2 CY Bin	1	73.18	75.14	2.69	(1.96)	3,585.82	3,681.86	(96.04)
	2	133.06	137.74	4.93	(4.68)	798.36	826.44	(28.08)
	3	195.00	200.34	7.17	(5.34)	-	-	-
	4	254.28	262.99	9.41	(8.71)	-	-	-
	5	314.88	325.57	11.65	(10.69)	-	-	-
	6	375.47	386.80	13.84	(11.33)	-	-	-
3 CY Bin	1	84.57	86.84	3.11	(2.27)	10,486.68	10,768.16	(281.48)
	2	155.05	159.21	5.70	(4.16)	8,372.70	8,597.34	(224.64)
	3	225.54	231.59	8.28	(6.05)	18,268.74	18,758.79	(490.05)
	4	296.03	303.97	10.87	(7.94)	592.06	607.94	(15.88)
	5	366.49	376.32	13.46	(9.83)	1,099.47	1,128.96	(29.49)
	6	436.97	448.69	16.05	(11.72)	873.94	897.38	(23.44)
4 CY Bin	1	95.87	98.44	3.52	(2.57)	9,395.26	9,647.12	(251.86)
	2	175.85	180.57	6.46	(4.72)	8,616.65	8,847.93	(231.28)
	3	255.60	262.70	9.40	(7.10)	8,690.40	8,931.80	(241.40)
	4	336.28	344.85	12.34	(8.57)	1,008.84	1,034.55	(25.71)
	5	418.96	425.46	15.22	(6.50)	1,675.84	1,701.84	(26.00)
	6	501.63	509.14	18.21	(7.51)	2,006.52	2,036.56	(30.04)
6 CY Bin	1	131.87	124.06	4.44	7.81	6,197.89	5,830.82	367.07
	2	240.57	225.71	8.07	14.86	7,217.10	6,771.30	445.80
	3	316.20	327.38	11.71	(11.18)	5,375.40	5,565.46	(190.06)
	4	415.01	429.07	15.35	(14.06)	1,245.03	1,287.21	(42.18)
	5	513.81	530.72	18.99	(16.91)	3,596.67	3,715.04	(118.37)
	6	611.31	632.38	22.62	(21.07)	-	-	-
8 CY Bin	1	155.08	145.47	5.20	9.61	7,909.08	7,418.97	490.11
	2	284.03	266.64	9.54	17.39	12,213.29	11,465.52	747.77
	3	377.75	387.89	13.88	(10.14)	17,754.25	18,230.83	(476.58)
	4	492.73	509.08	18.21	(16.35)	3,449.11	3,563.56	(114.45)
	5	610.01	630.27	22.55	(20.26)	6,100.10	6,302.70	(202.60)
	6	731.86	751.49	26.88	(19.63)	3,659.30	3,757.45	(98.15)
30CY	Haul Rate	213.79						
	Tonnage	45.91						
	Rental Rate	6.16						

City of Weslaco's
Commercial Proposed Rate
compared to Republic's CPI increase

RATE COMPARISON - PROPOSED RATE INCREASE (5%) COMPARED WITH REPUBLIC INCLUDING CIP INCREASE OCT --2019

SANITATION REVENUES			Proposed City Rate	Republic Proposed Rate	City's Impact	Current Net - City	CITY	REPUBLIC	NET
			5%	3.71% CPI					
Commercial									
	Routes								
2 CY Bin	49	1	76.84	75.14	1.70	1.70	3,765.11	3,681.86	83.25
	6	2	139.71	137.74	1.97	1.97	838.28	826.44	11.84
		3	204.75	200.34	4.41	4.41	-	-	-
		4	266.99	262.99	4.00	4.00	-	-	-
		5	330.62	325.57	5.05	5.05	-	-	-
		6	394.24	386.80	7.44	7.44	-	-	-
3 CY Bin	124	1	88.80	86.84	1.96	1.96	11,011.01	10,768.16	242.85
	54	2	162.80	159.21	3.59	3.59	8,791.34	8,597.34	194.00
	81	3	236.82	231.59	5.23	5.23	19,182.18	18,758.79	423.39
	2	4	310.83	303.97	6.86	6.86	621.66	607.94	13.72
	3	5	384.81	376.32	8.49	8.49	1,154.44	1,128.96	25.48
	2	6	458.82	448.69	10.13	10.13	917.64	897.38	20.26
4 CY Bin	98	1	100.66	98.44	2.22	2.22	9,865.02	9,647.12	217.90
	49	2	184.64	180.57	4.07	4.07	9,047.48	8,847.93	199.55
	34	3	268.38	262.70	5.68	5.68	9,124.92	8,931.80	193.12
	3	4	353.09	344.85	8.24	8.24	1,059.28	1,034.55	24.73
	4	5	439.91	425.46	14.45	14.45	1,759.63	1,701.84	57.79
	4	6	526.71	509.14	17.57	17.57	2,106.85	2,036.56	70.29
6 CY Bin	47	1	138.46	124.06	14.40	14.40	6,507.78	5,830.82	676.96
	30	2	252.60	225.71	26.89	26.89	7,577.96	6,771.30	806.66
	17	3	332.01	327.38	4.63	4.63	5,644.17	5,565.46	78.71
	3	4	435.76	429.07	6.69	6.69	1,307.28	1,287.21	20.07
	7	5	539.50	530.72	8.78	8.78	3,776.50	3,715.04	61.46
	0	6	641.88	632.38	9.50	9.50	-	-	-
8 CY Bin	51	1	162.83	145.47	17.36	17.36	8,304.53	7,418.97	885.56
	43	2	298.23	266.64	31.59	31.59	12,823.95	11,465.52	1,358.43
	47	3	396.64	387.89	8.75	8.75	18,641.96	18,230.83	411.13
	7	4	517.37	509.08	8.29	8.29	3,621.57	3,563.56	58.01
	10	5	640.51	630.27	10.24	10.24	6,405.11	6,302.70	102.41
	5	6	768.45	751.49	16.96	16.96	3,842.27	3,757.45	84.82
30CY	Haul Rate		213.79						
	Tonnage Rate		45.91						
	Rental Rate		6.16						

ORDINANCE 2019-44

AN ORDINANCE AMENDING SECTION 12 OF ORDINANCE NUMBER 397, TO FIX RESIDENTIAL, COMMERCIAL AND INDUSTRIAL GARBAGE RATES; PROVIDING AN EFFECTIVE DATE, 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 1. Section 12 of Ordinance No. 397, passed and approved the 7th day of September 1965, and as subsequently amended, is amended to establish new rates for garbage collection within the City of Weslaco. So that after second and final reading of Section 12 of Ordinance No. 397 shall read as follows:

ARTICLE II. CHARGES FOR COLLECTION*

Sec. 15-34. Charge for removal.

It is the express intent and purpose of this chapter to fairly, reasonably, and equitably apportion the costs of the collection and removal of garbage and trash within the city limits. In computing the charge made to any residence, duplex, triplex, apartment house, tenement house, or trailer court as unit, all apartments, tenements or trailers therein shall be deemed to be occupied unless the water meter serving the building is disconnected. In all cases, if a water meter is in service the house and all apartments or units serviced by that meter shall be deemed to be occupied.

RESIDENTIAL

The rate for residential garbage collection shall be fifteen dollars and five cents (\$15.05) per container, per month. The rate for apartments, where all apartments are on one (1) water meter shall be the same as the applicable residence rate, plus an additional charge of fifteen dollars and five cents (\$15.05) per each additional container, per month, whether or not all of such units are rented. Where apartments have separate water meters, the rate shall be the same as the applicable residence rate, plus an additional charge of fifteen dollars and five cents (\$15.05) per each additional container, per month, whether or not all of such units are rented. The minimum charge for trailers or mobile home units shall be the same as the applicable residence rate.

BUSINESS, COMMERCIAL AND INDUSTRIAL

(a) No business, commercial or industrial account shall be permitted to utilize more than six (6) containers, as defined in Section 15-6, regardless of the number of garbage pickups per week. Should six (6) standard containers be insufficient to accommodate the volume of trash

generated by such account, such account shall be required to utilize a commercial container for garbage collection, such commercial container to be supplied by the city, the size of such container being dependent upon the volume of garbage generated, and the rates for commercial container pickups to be as hereinafter provided.

(b) For those commercial, industrial and business accounts whose volume of garbage can be accommodated by not more than six (6) standard containers, the rate shall be fifteen dollars and five cents (\$15.05) per container per month with 2 pickups per week, or as follows:

<i>Number of Pickups Per Week</i>	<i>Monthly Rate</i>
2	\$ 15.05
3	\$ 45.14
4	\$ 75.24
5	\$105.34
6	\$150.48

(c) For those business, commercial or industrial accounts required hereby to utilize a commercial container, the following rate schedule shall apply.

Volume of Container (Cubic yards)	Number of Pickups Per Week					
	1	2	3	4	5	6
2	76.84	139.71	204.75	266.99	330.62	394.24
3	88.80	162.80	236.82	310.83	384.81	458.82
4	100.66	184.64	268.38	353.09	439.91	526.71
6	138.46	252.60	332.01	435.76	539.50	641.88
8	162.83	298.23	396.64	517.37	640.51	768.45

30 Cubic yard will be charged \$213.79 per haul plus \$45.91 per ton for disposal plus \$6.16 per day rental. The daily rental fee will be waived if hauled at least twice per month.

The monthly charge or rate for the collection and removal of garbage, trash and rubbish, and recyclables by the City of Weslaco from school districts shall be based on the business, commercial and industrial rates as prescribed.

SECTION 2. Except as heretofore and herein amended, the remaining provisions of Section 12 of Ordinance No. 397 shall apply with full force and effect.

SECTION 3. 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 7th day of January 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 21st day of January 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra L. Ayala Garza, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2018-1576	
From: Arnold Becho			
Subject: Approval of the purchase of a Certificate of Deposit from Lone Star National Bank in the amount of \$240,000.00 for a term of 12-months utilizing Booth Endowment Funds. (Staffed by the Library Department.)			
Background: Approximately 8 years ago Marion Booth bequeathed to the Library Board approximately \$481,000. Since that time the Library Board has established a Booth Endowment. The current desire of the Board and the Commission has been to invest the principal of the funds. This action continues that philosophy. The Library Board recommended investment within a CD provided by Lone Star National Bank. The particular investment in question was chosen from 5 investment vehicles solicited by the Finance Department. There is no monetary cost to the city as a result of this action. The CD has been quoted at a rate of 1.5% APR over a set term of 12 months for an invested amount of \$240,000. The Library Board recommends this action. Their approval is a requirement of the Endowment Charter.			
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: 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	
Vidal Roman		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Library staff recommends approval.			

Attachments, if any:

EVALUATION OF CD RATES-LIBRARY 2019-12-12, CHARTER - The Marion Booth Permanent Endowment Program, memo - Request to approve Booth reinvestment CD

Responsibilities upon Approval:

If approved the Library will work with the Finance Department to facilitate purchase of the CD from Lone Star National Bank. From that point forward the Finance Department will provide periodic reports and facilitate any new action following maturation.

**EVALUATION OF CD'S FOR LIBRARY
BOOTH FOUNDATION**

BANK	CONTACT NAME	CONTACT EMAIL	CONTACT #	11 mo
BBVA COMPASS	GINA LOBATO	gina.lobato@bbva.com	971-5901	NO RESPONSE
GREATER STATE BANK	BERTHA SUAREZ	bertha.suarez@gstbank.com	973-4782	n/a
RIO BANK	CONNIE CASTILLO	c.castillo@riobk.com	878-1153	n/a
PLAINS CAPITAL	JESSE SANTANA	jesse.santana@plainscapital.com	973-3070	n/a
FROST BANK	RICK RAMIREZ	Rick.Ramirez@frostbank.com	(210)220-6182	NO RESPONSE
FROST - CDARS PROGRAM	RICK RAMIREZ	Rick.Ramirez@frostbank.com	(210)220-6182	NO RESPONSE
TEXAS REGIONAL BANK	SUJEY DIAZ	sdiaz@texasregionalbank.com	956-351-4690	NO RESPONSE
LONESTAR NATIONAL BANK	JULIA DE LEON	deleonj@lonestarnationalbank.com	956-973-7702	n/a
IBC BANK	SAMANTHA SALAS	samanthasalas@ibcbank.com	956-688-3605	NO RESPONSE
*NAVYARMY	CHRISTIAN MARTINEZ	CXMartinez@navyarmyccu.com	956-683-1511	
**VINTAGE BANK	ELOISA ALONZO	Eloisa.Martinez@Vantage.bank	956-968-1511	1.30%

*Can't consider NavyArmy at this time - we already have a CD with them, so another will exceed our FDIC collateral coverage.

**Vintage Bank has a promotion going on for the 7 and 11 months @ 1.30%

DATE	12/12/2019
AMOUNT	\$ 240,000.00

12 mo	18 mo	24mo	36mo
NO RESPONSE	NO RESPONSE	NO RESPONSE	NO RESPONSE
1.35%	1.50%	1.65%	1.80%
1.07%	1.17%	1.27%	No longer offer
1.50%	1.50%	1.60%	1.65%
NO RESPONSE	NO RESPONSE	NO RESPONSE	NO RESPONSE
NO RESPONSE	NO RESPONSE	NO RESPONSE	NO RESPONSE
NO RESPONSE	NO RESPONSE	NO RESPONSE	NO RESPONSE
1.50%	1.50%	1.55%	1.55%
NO RESPONSE	NO RESPONSE	NO RESPONSE	NO RESPONSE
0.50%	0.55%	0.75%	0.85%

**EVALUATION OF CD'S FOR LIBRARY
BOOTH FOUNDATION**

DATE 11/13/2019
AMT \$ 240,000.00

BANK	CONTACT NAME	CONTACT EMAIL	CONTACT #	18 mo
BBVA COMPASS	GINA LOBATO	gina.lobato@bbva.com	971-5901	NO RESPONSE
GREATER STATE BANK	BERTHA SUAREZ	bertha.suarez@gstbank.com	973-4782	1.50%
RIO BANK	CONNIE CASTILLO	c.castillo@riobk.com	878-1153	1.16%
PLAINS CAPITAL	JESSE SANTANA	jesse.santana@plainscapital.com	973-3070	1.50%
FROST BANK	RICK RAMIREZ	Rick.Ramirez@frostbank.com	(210)220-6182	NO RESPONSE
FROST - CDARS PROGRAM	RICK RAMIREZ	Rick.Ramirez@frostbank.com	(210)220-6182	NO RESPONSE
TEXAS REGIONAL BANK	SUJEY DIAZ	sdiaz@texasregionalbank.com	956-351-4690	NO RESPONSE
LONESTAR NATIONAL BANK	JULIA DE LEON	deleonj@lonestarnationalbank.com	956-973-7702	1.50%
IBC BANK	SAMANTHA SALAS	samanthasalas@ibcbank.com	956-688-3605	NO RESPONSE
*NAVYARMY	CHRISTIAN MARTINEZ	CXMartinez@navyarmyccu.com	956-683-1511	
VINTAGE BANK	ELOISA ALONZO	Eloisa.Martinez@Vantage.bank	956-968-1511	55%

*Can't consider NavyArmy at this time - we already have a CD with them, so another will exceed our FDIC collateral coverage.

24mo	36mo
1.65%	1.80%
1.26%	No longer offer
1.60%	1.65%

1.55%	1.55%
-------	-------

75%85%

7mth

1.30%

CHARTER

**THE MARION BOOTH PERMANENT
ENDOWMENT PROGRAM**

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY

WESLACO, TEXAS

THE PURPOSE

The Marion Booth Permanent Endowment Program, hereafter referred to in this document as the “Endowment Program,” is established for the purpose of providing individuals and organizations the opportunity to make charitable gifts to Weslaco’s public library that will become a permanent endowment and internal grant program. The Endowment Program is intended for purposes that are not a part of the library’s established programs, which are funded through the annual operating budget provided by the City. Thus, the Endowment Program is not intended to substitute in any way the City’s budget for the library.

The Mayor Joe V. Sanchez Public Library dedicates itself to provide information to the community in a caring, committed and effective manner, with due and diligent stewardship of the resources placed in its trust. The library emphasizes collections which support the community’s interest, programming with cultural depth, and social enrichment.

ADMINISTRATION

The Endowment Program will be administered by the Library Board of Weslaco, hereafter referred to in this document as the “Board.” The Board shall cooperate with the Finance Department of the City of Weslaco in assuring that funds are accurately tracked and only utilized for purposes permitted by the City Commission and Board. The Library Director and the Finance Director of the City together shall be responsible for acknowledging donations to the Endowment Program within City Commission and Library Board Meetings.

INVESTMENT OF ENDOWMENT FUNDS

The purpose of any endowment is to provide a stable and secure source of financial support in order to facilitate the mission of the organization. To that end, the policy that governs the management of the Endowment Program will be the total return concept. This is essential to provide current income and growth of income for future needs to carry out the mission of the Mayor Joe V. Sanchez Public Library and to ensure the preservation and growth of principal.

All gifts received by the Endowment Program shall be invested as determined by the Board. Assets of the Endowment Program may be segregated into separate accounts, and such separate accounts may, for convenience or in order to comply with the conditions or request of the donor, be designated by separate names. Assets of the various accounts may be commingled for investment or accounting purposes.

The Board may select a default account to place funds within during transitional periods. Currently that account is the BBVA Compass account originally created for the Library, by the City of Weslaco.

CHANGE IN INVESTMENT POLICY

Any transfer of the Endowment Program assets for investment with another institution must be approved by a majority vote of the Library Board and the City Commission, at which a quorum is present.

LIMITATION ON USE OF PRINCIPAL

The objectives of the Endowment Program are to conserve principal and make use of only the distributions determined by the Board. Any withdrawal of principal will be recommended by the Board and must be approved by a two-thirds (2/3) vote of the Board and a majority vote of the City Commission.

DISTRIBUTIONS FROM THE ENDOWMENT PROGRAM

Distributions from accounts in the Endowment Program shall be made by the Board. In the case of undesignated gift accounts, the amount of all distributions shall be determined by the Board, which shall keep in mind the Endowment Program investment objectives stated in this document. The purposes and causes to which distributions are to be made shall be approved by the Board and City Commission. Quantity of distributions will be made with respect to the Endowment's goal of ensuring the preservation and growth of principal.

GIFTS TO THE FUND

The Board may accept gifts, devises, or bequests of money or property (herein called donations) to the Endowment Program. All donations to the Endowment Program shall be subject to approval by the City Commission. Donations may be accepted on such conditions as may be approved by the City Commission. Without limitation upon the generality of lawful conditions which may be approved by the City Commission, donations may be accepted on the condition that the principal amount thereof be retained and invested and only the income expended for the benefit of Weslaco's public library.

LIABILITY OF TRUSTEES

In the absence of gross negligence or fraud, no member of the Library Board shall be personally liable for any action taken or omitted with respect to the Endowment Program.

MERGER, CONSOLIDATION, OR DISSOLUTION OF THE MARION BOOTH PERMANENT ENDOWMENT PROGRAM

If at any time the Mayor Joe V. Sanchez Public Library is lawfully merged or consolidated with any other department, municipality or library, all the provisions hereof in respect to the Endowment shall be deemed to have been made on behalf of the merged or consolidated institution which shall be authorized to administer the same in all respects and in accordance with the terms thereto. If the Mayor Joe V. Sanchez Public Library should ever be dissolved without any lawful successor, the Fund, including both principal and interest to date, shall be distributed as directed by the Board.

AMENDMENTS

Technical corrections and amendments to the Endowment Program which do not alter the stated purpose of the Endowment Program may be made by a majority affirmative vote of the Board and the City Commission.

SEVERABILITY

If any provisions or any application of any provisions of the Endowment Program shall be held or deemed to be illegal, inoperative, or unenforceable, the same shall not affect any other provisions or application of any provisions herein contained or render the same invalid, inoperative or unenforceable.

This Endowment Program charter was adopted on _____

Library Board

____ For ____ Against and ____ Abstained. _____
Board President

Library Director

This Endowment Program charter was adopted on October 16, 2018

City Commission

6 For 0 Against and 0 Abstained. [Signature] WCC 10/16/18
Recording Secretary

[Signature]
Mayor

Authored by Patricia Avila and Arnoldo Becho, 7/26/10
Revised by Christine Warren and Arnoldo Becho, 8/03/11
Revised by Arnoldo Becho, 10/11/18

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

December 30, 2019

To: David Suarez, Mayor; Letty Lopez, Mayor Pro-Tem; Leo Muñoz, Commissioner; Greg Kerr, Commissioner; Jose Rodriguez, Commissioner; Adrian Farias, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Vidal Roman, Sonia Flores, Martin J. Mata
Fr: Arnoldo Becho, Library Director
Re: Request to Approve Expenditure of Booth Funds.

Approximately 8 years ago Marion Booth bequeathed to the Library Board approximately \$481,000. Since that time the Library Board has established a Booth Endowment. The current desire of the Board and the Commission has been to invest the principal of the funds. This action continues that philosophy.

The Library Board recommended investment within a CD provided by Lone Star National Bank. The particular investment in question was chosen from 5 investment vehicles solicited by the Finance Department. There is no monetary cost to the city as a result of this action. The CD has been quoted at a rate of 1.5% APR over a set term of 12 months for an invested amount of \$240,000.

The Library Board recommends this action. Their approval is a requirement of the Endowment Charter.

At this time 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
Phone: 956.973.3144
Email: abecho@weslacopl.us



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-11	
From:			
Subject: Authorization to enter into an Interlocal Cooperation Act Agreement between the City of Weslaco Police Department and the U. S. Customs and Border Protection (U. S. Border Patrol) for the use of the Weslaco Police Department's Shooting Range and Training and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: Request for the City Commission to approve the Interlocal Cooperation Act between the City of Weslaco Police Department (WPD) and the U. S. Customs and Border Protection (U. S. Border Patrol). WPD will provide the Shooting Range and training facility, which will be utilized in the service of crime prevention and for law enforcement purposes.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Roxanne Saavedra		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Weslaco Police Department recommends approval			
Attachments, if any: Contract_Interlocal Cooperation Act Agreement_US Border Patrol			
Responsibilities upon Approval: Upon approval, please provide executed signatures on the original agreement and forward to the Weslaco Police Department.			

STATE OF TEXAS

COUNTY OF HIDALGO

**INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN
THE CITY OF WESLACO, TEXAS BY AND THROUGH
THE WESLACO POLICE DEPARTMENT
AND THE U.S. Customs and Border Protection (U.S. Border Patrol) SAFETY FOR
SHOOTING
RANGE USE AND TRAINING**

This Agreement is entered into, by and between the City of Weslaco, a home rule municipality (City) by and through the City of Weslaco Police Department (WPD) and the U.S. Customs and Border Protection (U.S. Border Patrol), pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WHEREAS, the Act, provides that any one or more local government entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City, for the purposes of performing functions of law enforcement through the WPD, has a shooting range and training facility (Range);

WHEREAS, the U.S. Border Patrol has a need for use of the Range which will be utilized in the service of crime prevention and for law enforcement purposes, such as training.

WHEREAS, the WPD and the U.S. Border Patrol are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the WPD and the U.S. Border Patrol have heretofore entered into this Agreement providing for the use of the Range by the CBP for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the City, WPD and the CBP hereby agree as follows:

1. The WPD will share and allow use of its Range to the U.S. Border Patrol for use in training related to law enforcement purposes under the following terms and conditions:
 - a. U.S. Border Patrol shall schedule use of the Range at a mutually agreeable time and date.

- b. U.S. Border Patrol shall abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".
 - c. U.S. Border Patrol accepts the Range facility in "as-is" condition and acknowledges that the City and the WPD make no warranty in any manner as to the fitness of the facility for any specific purpose.
 - d. The Range is the property of the City and WPD and use of said Range is subject to the policies, rules and procedures established by the WPD as set forth in Exhibit "A".
 - e. U.S. Border Patrol shall use the Range solely in the service of crime prevention and for law enforcement purposes, such as training.
 - f. U.S. Border Patrol shall be solely responsible for any injuries or damages to persons or property when the Range is used by its employees, assigns, contractors or any other authorized personnel using the Range.
 - g. U.S. Border Patrol shall waive any and all actions or causes of action for injury or damage as a result of their use of the Range as set forth in the executed Waiver Agreement, attached as Exhibit "B" and incorporated by reference, prior to any scheduled use of the Range.
2. To the extent permitted by the laws of the State of Texas, U.S. Border Patrol, its predecessors, successors and assigns hereby release, relinquish, and discharge the City, WPD, their predecessors, assigns, legal representatives, and former, present and future agents, employees, directors and officers from any liability arising out of the use of the Range for any injury, including death or damage to persons or to property where such damage is sustained in connection with or arising out of the use of the Range as set forth in Exhibit "B".
3. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement will be performable in Hidalgo County, Texas.
4. The City and WPD will receive no compensation from the U.S. Border Patrol for any facility sharing or use of the Range pursuant to this Agreement.
5. This Agreement may be terminated by either party without cause upon thirty (30) day written notice of intent to terminate.
6. This Agreement is executed in duplicate copies, each of which shall have the full force and effect of an original, to be effective as stated herein, but ministerially signed on the date indicated below.

CITY OF WESLACO:

David Suarez, Mayor

Date

WESLACO POLICE DEPARTMENT:

Joel Rivera, Chief of Police

Date

DEPARTMENT of PUBLIC SAFETY:

Authorized Representative

Date

**APPROVED AS TO FORM:
City Attorney**

Juan E. Gonzalez

Date

ATTEST: City Secretary

Myra Ayala

Date

EXHIBIT "A"



1. A RANGE MASTER MUST BE PRESENT AT ALL TIMES
2. FOLLOW YOUR DEPARTMENTS CODE OF CONDUCT. (NO HORSEPLAY)
3. NO ALCOHOLIC BEVERAGES ALLOWED.
4. NO TOBACCO PRODUCTS ON THE FIRING LINE.
5. NO ONE IS ALLOWED ON RANGE TAKING ANY SUBSTANCE THAT COULD IMPAIR THE ABILITY TO CORRECTLY RESPOND TO AUDIBLE OR VISUAL COMMAND. THIS INCLUDES, BUT IS NOT LIMITED TO, ALCOHOL OR ANY PRESCRIBED OR OVER THE COUNTER MEDICATIONS.
6. DAMAGES OR UNSAFE CONDITIONS SHALL BE REPORTED TO THE WESLACO POLICE DEPARTMENT TRAINING DIVISION IMMEDIATELY. (OR AS SOON AS PRACTICABLE)
7. RANGE MUST BE CLEANED OF DEBRIS, TRASH, AND BRASS CASING. (USE APPROPRIATE BINS).
8. RANGE MASTER IS RESPONSIBLE FOR ENSURING THAT ALL SHOOTERS CONTAIN THEIR SHOTS INSIDE THE RANGE. STRAY ROUNDS SHOULD NOT BE PERMITTED TO LEAVE THE RANGE. ENSURE PROPER TARGET ACQUISITION AND MARKSMANSHIP IS ADHERED TO.
9. RANGE MASTER SHALL ENSURE THAT ALL SHOOTERS/OBSERVERS FOLLOW THE 4 CARDINAL RULES OF WEAPONS HANDLING AT ALL TIME. 1) TREAT ALL GUNS AS IF THEY ARE LOADED. 2) KEEP MUZZLE POINTED IN A SAFE DIRECTION. 3) KEEP YOUR FINGER OFF THE TRIGGER UNTIL READY TO FIRE. 4) KNOW YOUR TARGET AND WHAT IS BEYOND IT.
10. NO ONE SHOULD BE ON THE FIRING LINE EXCEPT THOSE FIRING.
11. THE RANGE SHALL ONLY BE USED BY AGENCY/LAW ENFORCEMENT/MILITARY PERSONNEL AND MAY NOT BE USED FOR PERSONAL PROFIT.
12. NO CIVILIAN PERSONNEL SHALL BE ALLOWED ON THE RANGE UNLESS APPROVED BY WESLACO PD TRAINING DEPARTMENT.
13. NO SHOOTING WILL BE CONDUCTED FROM AN ELEVATED POSITION.
14. TARGETS MAY ONLY BE PLACED AT THE DESIGNATED TARGET AREA. THEY MAY NOT BE PLACED ON THE BERM OR NEAR THE SHOOTING LINE. (CONCRETE)
15. NO CALIBER WEAPONS ABOVE A (.223/556).
16. THESE RULES APPLY TO ALL PERSONNEL REGARDLESS OF RANK OR AGENCY.

WESLACO POLICE DEPARTMENT TRAINING

Sergeant Brooks Ditto
(956)968-8591 ext. 2007
bditto@weslacotx.gov

Lieutenant Armando Espinoza Jr.
(956)968-8591 EXT. 2009
aespinoza@weslacotx.gov

EXHIBIT "B"

Waiver Agreement
For Use of Weslaco Police Department Shooting Range

I, **BPA-I Edgar E. Rivas** certify that I am over the age of eighteen (18) and waive, hold harmless and indemnify the City of Weslaco, the Weslaco Police Department, its predecessors, assigns, legal officers, former, present and future agents, employees, elected representatives, contractors and anyone else acting under its authority in the operation of their Range as follows:

I am fully aware of any and all risks associated with the above-mentioned undertaking and fully and unequivocally assume all risks which may include, but are not limited to injury and/or death and injury and or damage to real and personal property.

I fully understand and agree that I will use the Range in an "as is" condition. The City of Weslaco and the Weslaco Police Department expressly disclaims any and all warranties including but not limited to warranty of merchantability and warranty of fitness for a particular purpose.

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring as a result of my use of the Weslaco Police Department Range. I hereby release, waive, discharge and relinquish any actions or causes of action aforementioned which may hereafter arise for me, my assigns, former, present or future agents, personal representatives, family or estate and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against the City of Weslaco, the Weslaco Police Department or any of its predecessors, assigns, legal officers, former, present and future agents, employees, elected representatives, contractors or anyone acting under its authority for any said cause of action, whether the same shall arise by my negligence or the negligence of any said persons, or otherwise. It is my intent by signing this waiver to exempt and release, indemnify and hold harmless the City of Weslaco, the Weslaco Police Department, its predecessors, assigns, legal officers, former, present and future agents, employees, elected representatives, contractors or anyone acting under its authority for any personal injury, property damage or wrongful death.

MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: _____

Date: 01/06/2020

Print Name: Edgar E. Rivas

Email: edgar.e.rivas@cbp.dhs.gov

Phone: 956-648-2984

Agency: United States Border Patrol RGV HQ

Address: 4400 South Expressway 281 Edinburg, TX 7842

Signature: _____
Witness: Weslaco Police Department Representative

Date: _____



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3008	
From: Joel Rivera			
Subject: Authorization and consideration to renew Clear for Law Enforcement Plus subscription for the Weslaco Police Department and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: CLEAR provides live gateways and an easy-to-use interface to help you quickly identify victims and persons of interest to help ensure that officers are protected when they're on the street. You'll be able to see all of the information available so you can better plan and prepare for any situation.			
Funding Source (budget code, if applicable): 101-5202-522520			
Amount: \$238.14		Term of Impact: 12 months	Identified in Current Budget: Yes
Additional Action Prompted:			
If item previously considered, provide date and action by Commission: Annual Subscription			
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):			
Robert Lopez		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Clear Subscription Quote			
Responsibilities upon Approval:			



THOMSON REUTERS™

Order Form**Order ID:Q-00643308**

Contact your representative natalie.ehret@thomsonreuters.com with any questions.
Thank you.

Subscriber Information**Account Address**

Account #: 1000153505
WESLACO POLICE DEPT
901 N AIRPORT DR
WESLACO TX 78596-5001 US

Shipping Address

Account #: 1000153505
WESLACO POLICE DEPT
901 N AIRPORT DR
WESLACO TX 78596-5001 US

Billing Address

Account #: 1000153505
WESLACO POLICE DEPT
901 N AIRPORT DR
WESLACO, TX 78596-5001 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I". Subscription terms, if any, follow the ordering grids below

CLEAR / ProFlex Renewals

Svc Mat#	Renewed Product (s)	Agreement #	Deal ID	*Current Monthly Rate	Renewal Term (Months)	First Year Renewal Term Increase	Year Over Year Renewal Term Increase
41882302	CLEAR for Law Enforcement Plus			\$238.14	36	10%	3%

Renewal Terms

*I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Rate shown above

For Online/Practice Solutions/Software/ProFlex Products Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. The annual percent increases will be as stated in the grid above.

You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing data or services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

For Window Products Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Renewal Terms

For Online/Practice Solutions/Software/ProFlex Products: At the end of the Renewal Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803..

For Window Products At the end of the Renewal Term and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 90 days notice. The Monthly Window will remain unchanged. Schedule a rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel in writing at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Renewal Term Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Excluded Charges and Schedule A rates. If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or are authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

The General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The General Terms and Conditions for Federal Subscribers are located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of sworn officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-00643308

ACKNOWLEDGEMENT Q-00643308

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.



Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 2/29/2020 CT.



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Attachment

Order ID:Q-00643308

Contact your representative natalie.chret@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00643308

Payment and Shipping Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000153505

Order Confirmation Contact (#28)

Contact Name:MDOLORES SALINAS
Email:masalinas@weslacotx.gov

Account Contacts

Contact Name	Email Address	Customer Type Description

IP Address Information



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-10	
From:			
Subject: Authorization to enter into an Interlocal Cooperation Act Agreement between the City of Weslaco Police Department and the City of Mercedes Police Department (MPD) for the use of the Weslaco Police Department's Shooting Range and Training and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: Request for the City Commission to approve the Interlocal Cooperation Act between the City of Weslaco Police Department (WPD) and the City of Mercedes Police Department (MPD). WPD will provide the Shooting Range and training facility, which will be utilized in the service of crime prevention and for law enforcement purposes.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Roxanne Saavedra		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Weslaco Police Department recommends approval			
Attachments, if any: Contract_Interlocal Cooperation Act Agreement_Mercedes PD			
Responsibilities upon Approval: Upon approval, please provide executed signatures on the original agreement and forward to the Weslaco Police Department.			

STATE OF TEXAS

COUNTY OF HIDALGO

**INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN
THE CITY OF WESLACO, TEXAS BY AND THROUGH
THE WESLACO POLICE DEPARTMENT
AND THE TEXAS DEPARTMENT of PUBLIC SAFETY FOR SHOOTING
RANGE USE AND TRAINING**

This Agreement is entered into, by and between the City of Weslaco, a home rule municipality (City) by and through the City of Weslaco Police Department (WPD) and the Mercedes Police Department (MPD), pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WHEREAS, the Act, provides that any one or more local government entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the City, for the purposes of performing functions of law enforcement through the WPD, has a shooting range and training facility (Range);

WHEREAS, the MPD has a need for use of the Range which will be utilized in the service of crime prevention and for law enforcement purposes, such as training.

WHEREAS, the WPD and the MPD are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the WPD and the MPD have heretofore entered into this Agreement providing for the use of the Range by the MPD for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the City, WPD and the MPD hereby agree as follows:

1. The WPD will share and allow use of its Range to the MPD for use in training related to law enforcement purposes under the following terms and conditions:
 - a. MPD shall schedule use of the Range at a mutually agreeable time and date.
 - b. MPD shall abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".
 - c. MPD accepts the Range facility in "as-is" condition and acknowledges that the City and the WPD make no warranty in any manner as to the fitness of the facility for any specific purpose.

- d. The Range is the property of the City and WPD and use of said Range is subject to the policies, rules and procedures established by the WPD as set forth in Exhibit "A".
 - e. MPD shall use the Range solely in the service of crime prevention and for law enforcement purposes, such as training.
 - f. MPD shall be solely responsible for any injuries or damages to persons or property when the Range is used by its employees, assigns, contractors or any other authorized personnel using the Range.
 - g. MPD shall waive any and all actions or causes of action for injury or damage as a result of their use of the Range as set forth in the executed Waiver Agreement, attached as Exhibit "B" and incorporated by reference, prior to any scheduled use of the Range.
- 2. To the extent permitted by the laws of the State of Texas, MPD, its predecessors, successors and assigns hereby release, relinquish, and discharge the City, WPD, their predecessors, assigns, legal representatives, and former, present and future agents, employees, directors and officers from any liability arising out of the use of the Range for any injury, including death or damage to persons or to property where such damage is sustained in connection with or arising out of the use of the Range as set forth in Exhibit "B".
 - 3. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement will be performable in Hidalgo County, Texas.
 - 4. The City and WPD will receive no compensation from the MPD for any facility sharing or use of the Range pursuant to this Agreement.
 - 5. This Agreement may be terminated by either party without cause upon thirty (30) day written notice of intent to terminate
 - 6. This Agreement is executed in duplicate copies, each of which shall have the full force and effect of an original, to be effective as stated herein, but ministerially signed on the date indicated below.

CITY OF WESLACO:

David Suarez, Mayor

Date

WESLACO POLICE DEPARTMENT:

Joel Rivera, Chief of Police

Date

Mercedes Police Department:



Authorized Representative

1/2/2020

Date

**APPROVED AS TO FORM:
City Attorney**

Juan E. Gonzalez

Date

ATTEST: City Secretary

Myra Ayala

Date

EXHIBIT "A"

WESLACO POLICE DEPARTMENT **FIREARMS RANGE SAFETY RULES**

1. Treat all firearms as though they were loaded.
2. Always keep your finger off the trigger and outside the trigger guard until on target and ready to shoot.
3. Be certain of the target and what is beyond.
4. No one is allowed on the range that is taking any substance that could impair the ability to correctly respond to audible or visual commands. This includes, but is not limited to, alcohol or any prescribed or over the counter medications.
5. All firearms training must be properly and adequately supervised.
6. Strict discipline and bearing will be maintained.
7. Upon picking up a firearm, remove magazine, open the action mechanism, and visually and physically checking to see that it is unloaded.
8. Keep the firearm pointed down range at all times.
9. No tobacco products on the firing line.
10. Never permit the muzzle of a firearm to touch the ground.
11. Pay strict attention to the Range Masters.
12. No one should be on the firing line except those firing.
13. All Electronic devices, including but not limited to cell phones, that can distract shooters will not be permitted on the firing line, unless authorized by the Range Master as part of the training.
14. All outside agency firearm instructors must check in with Weslaco Police Department Staff prior to commencing training.
15. All incidents and injuries at the Weslaco Police Department firing range must be reported immediately to Staff.
16. These rules apply to all personnel regardless of rank or agency.

Weslaco Police Department: 968-8591

Emergency: 9-1-1

EXHIBIT "B"

Waiver Agreement
For Use of Weslaco Police Department Shooting Range

I, James P. Cooper certify that I am over the age of eighteen (18) and waive, hold harmless and indemnify the City of Weslaco, the Weslaco Police Department, its predecessors, assigns, legal officers, former, present and future agents, employees, elected representatives, contractors and anyone else acting under its authority in the operation of their Range as follows:

I am fully aware of any and all risks associated with the above-mentioned undertaking and fully and unequivocally assume all risks which may include, but are not limited to injury and/or death and injury and or damage to real and personal property.

I fully understand and agree that I will use the Range in an "as is" condition. The City of Weslaco and the Weslaco Police Department expressly disclaims any and all warranties including but not limited to warranty of merchantability and warranty of fitness for a particular purpose.

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring as a result of my use of the Weslaco Police Department Range. I hereby release, waive, discharge and relinquish any actions or causes of action aforementioned which may hereafter arise for me, my assigns, former, present or future agents, personal representatives, family or estate and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against the City of Weslaco, the Weslaco Police Department or any of its predecessors, assigns, legal officers, former, present and future agents, employees, elected representatives, contractors or anyone acting under its authority for any said cause of action, whether the same shall arise by my negligence or the negligence of any said persons, or otherwise. It is my intent by signing this waiver to exempt and release, indemnify and hold harmless the City of Weslaco, the Weslaco Police Department, its predecessors, assigns, legal officers, former, present and future agents, employees, elected representatives, contractors or anyone acting under its authority for any personal injury, property damage or wrongful death.

MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: 
Print Name: James P. Cooper
Agency: Mercedas Police Department
Address: 316 S. Ohio Ave, Mercedas, TX 78570

Date: 1/2/2020
Phone: (956) 565-3102

Signature: _____
Witness: Weslaco Police Department Representative

Date: _____



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3014	
From:			
Subject: Approval on Inter-local Agreement between City of Donna and Weslaco outlining terms and conditions for the use, maintenance and operation of "Tyler Technologies New World Computer Aided Dispatch (CAD) and Records Management System RMS" for law enforcement dispatch services and authorize the Mayor to execute and any related documents. (Staffed by Police Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Robert Lopez Mike Perez		Created/Initiated Pending	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Interlocal Agreement with City of Weslaco and City of Donna - New World Software Database for Police Operations			
Responsibilities upon Approval:			

STATE OF TEXAS

COUNTY OF HIDALGO

Interlocal Agreement

City of Weslaco and City of Donna

This Agreement is made on the ____ day of _____, 20__, by and between the City of Weslaco, Texas, a home rule municipal corporation, hereinafter referred to as "Weslaco" and City of Donna, hereinafter referred to as Donna. The Parties are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791 to enter into cooperative agreements with other local government entities of the State of Texas for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs.

The purpose of this agreement is to provide the terms and conditions for the use, maintenance, and operation of "Tyler Technologies New World Computer Aided Dispatch (CAD) and Records Management System RMS", hereinafter referred to as "New World" for law enforcement dispatch services. The Parties have determined that this Agreement is in the best interest of the Parties and their respective constituents as the services being provided are a government function.

I. Terms of Use

Beginning January 1, 2020, the Parties agree as follows:

- 1.1 Weslaco agrees to share with Donna the "New World" software database for police operations.
- 1.2 Donna agrees to pay Weslaco a share of the Maintenance cost for the "New World" software not to exceed Twenty-Eight thousand and No/100th Dollars (\$28,000) annually for the first five (5) years of this agreement with an annual increase of five percent (5%) thereafter,
- 1.3 The annual payment is to be made a month prior to the due date for the maintenance contract fee which Weslaco will invoice.

1.4 Weslaco will be responsible for the providing Donna access to the "New World" software database throughout the annual period.

1.5 The term of this agreement shall be two (2) years. There will be an option for multiple two (2) year extensions, which must be agreed to by both Parties. Either party must provide written notification of its intent to terminate this agreement at least ninety days prior to the termination of the agreement

II. General Provisions

2.1 None of the Parties shall discriminate against any person on the basis of race, religion, gender, creed, or national origin.

2.2 Nothing contained in this Agreement shall be deemed or construed by any Party hereto or by any third Party as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto, it being understood and agreed that neither any provision herein, nor any acts of the Parties shall create any relationship between the Parties other than that of independent contractors.

2.3 It is expressly understood and agreed that, in the execution of the agreement, neither party waives, nor shall it be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

2.4 This agreement will be governed by state and federal laws and in conformity with all applicable ordinances of the Parties.

2.5 This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Hidalgo County, Texas.

2.6 The Parties to this agreement acknowledge that it may be necessary to amend or modify this agreement from time to time in order to address additional concerns or issues that arise. However, no amendment,

modification, or alteration of the terms of this agreement shall be binding, unless the same is in writing, dated subsequent to the date hereof, and duly executed by an authorized representative of the Parties hereto.

2.7 To the extent allowed by law, Donna will and does agree to indemnify, protect, defend with counsel approved by Weslaco, and hold harmless by Weslaco and their respective elected officials, employees, representatives, and agents from and against all damages, losses, liens, causes of action, suits, judgements, expenses, and other claims of any nature, kind or description, including reasonable attorney's fees incurred in investigating, defending, settling any of the foregoing, by any person or entity, arising out of, caused by, or resulting from Donna's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission, or willful misconduct of Donna, anyone directly employed by Donna, or anyone else whose acts Donna may be liable for. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Weslaco indemnity has by law or equity. All Parties will be entitled to be represented by counsel at their own expense. To the extent allowed by law, Weslaco will and does hereby agree to indemnify, protect, defend with counsel approved by Donna, and hold harmless Donna and their respective elected officials, officers, directors, attorneys, employees, representatives, and agents from and against all damages, losses, liens, causes of action, suits, judgements, expenses, and other claims of any nature, kind, or description, including responsible attorney's fees incurred in investigating, defending or settling any of the foregoing by any person or entity, arising out of, caused by, or resulting from Weslaco's performance under, or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission, or willful misconduct of Weslaco's employees, anyone directly employed by Weslaco, or anyone whose acts Weslaco may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Donna indemnity has by law or equity. All Parties will be entitled to be represented by counsel at their own expense.

Rick Morales
Mayor of the City of Donna, Texas

(Date)

David Suarez
Mayor of the City of Weslaco, Texas

(Date)

Attest:

Myra L. Ayala, City Secretary

Approved as to Form:

Juan E. Gonzalez, City Attorney

INTERLOCAL AGREEMENT

City of Weslaco and City of Donna

This Agreement is made on this _____ day of _____ 2019, by and between **City of Donna, Texas** (hereinafter "Donna") and the **City of Weslaco, Texas** (hereinafter "Weslaco"). The parties are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791 to enter into cooperative agreements with other local government entities of the State of Texas for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs.

The purpose of this agreement is to provide the terms and conditions for the use, maintenance and operation of the Mid-Valley Regional Communications Center between Weslaco and Donna. The services that are part of this agreement are a governmental function and will involve the relocation of Donna emergency dispatch services relating to public safety, fire and/or Emergency Medical Services to Weslaco. The Parties have determined that this Agreement is in the best and public interest of the Parties and their respective constituents.

I. Terms of Use

Beginning **INSERT DATE HERE**, the Parties agree as follows:

Weslaco agrees to lease to Donna the use of the Mid-Valley Regional Communications Center at 1912 Joe Stephens in Weslaco, Hidalgo County, Texas.

1.1 Donna hereby agrees to pay Weslaco the monthly sum of Five Hundred and No/100th Dollars (\$500.00) in rent and Two Hundred Six

and 25/100th Dollars (\$206.25) for maintenance of one dispatch console totaling a monthly fee of Seven Hundred Six and 25/100th Dollars (\$706.25).

1.2 The first month's payment is to be made at the execution of this agreement, thereafter, all future payments shall be made on or before the first working day of each subsequent month.

1.3 Weslaco will be responsible for providing the office space at 1912 Joe Stephens, Weslaco, Texas. Weslaco agrees to provide the communication console and manage the facility.

1.4 Donna will be responsible for all expenses incurred in moving the communications operation from the Donna Police Department to the Mid Valley Regional Communication Center.

1.5 The term of this agreement is for one (1) year beginning from date of signature and will renew annually unless notice is provided in writing from one party to the other ending this agreement. This agreement may be terminated without cause by providing thirty (30) day written notice of termination.

II. General Provisions

2.1 Nondiscrimination None of the Parties shall discriminate against any person based on race, religion, gender, creed, or national origin.

2.2 Independent Contractor/No Partnership Created. Nothing contained in this agreement shall be deemed or construed by any party hereto or by any third party as creating the relationship of principal and agent or of partnership or joint

venture between the parties hereto, it being understood and agreed that neither any provision herein nor any acts of the parties shall create any relationship between the Parties other than that of independent contractors.

2.3 Sovereign Immunity It is expressly understood and agreed that, in the execution of the agreement, neither party waives, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

2.4 Governance This agreement will be governed by state and federal laws and in conformity with all applicable ordinances of the Parties.

2.5 Texas Law to Apply This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

2.6 Amendment The Parties acknowledge it may be necessary to amend or modify this agreement from time to time in order to address additional concerns or issues that arise. However, no amendment, modification or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the Parties hereto.

2.7 Indemnification To the extent allowed by law, Donna will and does hereby agree to indemnify, protect, defend with counsel approved by Weslaco, and hold harmless Weslaco and their respective elected officials, employees, representatives and agents from and against all damages, losses, liens, causes of

action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing by any person or entity, arising out of, caused by, or resulting from Donna's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Donna, anyone directly employed by Donna or anyone for whose acts Donna may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any Weslaco indemnitee has by law or equity. Parties will be entitled to be represented by counsel at their own expense.

To the extent allowed by law, Weslaco will and does hereby agree to indemnify, protect, defend with counsel approved by Weslaco, and hold harmless Weslaco and their respective elected officials, officers, directors, attorneys, employees, representatives and agents from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing by any person or entity, arising out of, caused by, or resulting from Weslaco's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Weslaco employees, anyone directly employed by Weslaco or anyone for whose acts Weslaco may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Donna indemnitee has by law or equity. Parties will be entitled to

be represented by counsel at their own expense.

2.8 Discipline Donna dispatching personnel will be employees of Donna and Donna personnel policies will apply to them. However, the Weslaco Police Chief may provide his summary of facts of incidents or grievances and may include a recommended plan of action to the Donna Police Chief. Donna dispatching personnel will also adhere to the Mid-Valley Regional Communications Center Operations Manual which are uniformly imposed to all other dispatchers working in the facility. Should there be a conflict of policies regarding conduct and performance, the City of Donna Personnel Policy shall apply while all operational aspects of the telecommunication position will be regulated by the Mid-Valley Regional Communications Center Operations Manual.

2.9 Certification All dispatchers shall qualify for and retain any State Certifications or/or Licensing required to perform their duties.

2.10 Compliance Parties agree to address and manage oversight of unauthorized administrative access of the Mid-Valley Regional Communications Center for CJIS compliance.

Continued next page

AGREED:

Mayors Name
Mayor of the City of Donna, Texas

Date

David Suarez
Mayor of the City of Weslaco, Texas

Date

ATTEST:

NAME, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3019	
From:			
Subject: Approval to authorize staff to solicit bids for CMT services and establish a rotation list for city wide-projects. (Staffed by Engineering.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Alberto Aldana		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3020	
From:			
Subject: Approval to authorize solicitation of bids for fuel services at Weslaco Mid Valley Aiport and authorize the Mayor to execute any related documents. (Staffed by Airport.)			
Background: Our current fuel services provider, AvFuel, contract ends in May 2020. All additional years have been exhausted. Staff recommends soliciting bid proposals to ensure a seamless transition, if another vendor is awarded.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Advisory Board has reviewed the solicitation and recommends advertising.			
Aida Vega Andrew Muñoz Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: AIRPORT FUEL BID 2019-20-10			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

REQUEST FOR BIDS

RFB NO.: 2019-20-10 AVIATION FUEL & SERVICE

The City of Weslaco is requesting bids from aviation fuel providers for Aviation Fuel & Service.

Sealed bids will be received until **3:00 p.m. Central Time**, on **Thursday, February 6, 2020**, to the attention of City of Weslaco - Homer Rhodes, Purchasing Agent, 255 South Kansas Avenue Weslaco, Texas. At which time, all responses will be gathered and taken to the City's Purchasing Conference Room, to be publicly opened and read aloud. Any responses received after the closing time will not be accepted and will be returned to the submitter unopened. The receiving time at the City Hall Front Desk will be the governing time for acceptability of the bid and must be marked as follows:

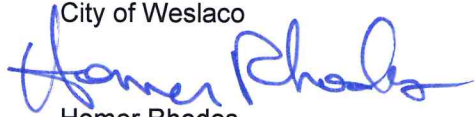
RFB NO.: 2019-20-10 AVIATION FUEL & SERVICE

Potential respondents are advised that the RFB 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 Avenue, Weslaco, Texas 78596, or by calling 956.447-2240. Be advised that if your company is contemplating on responding to this RFB you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company.

A non-mandatory pre-bid conference will be conducted by the city on Monday, January 27, 2020 at 11:00 a.m. The conference shall be conducted at the City of Weslaco City Hall – Purchasing Conference Room located at, 255 S. Kansas Avenue, Weslaco, Texas 78596

Interested respondents should limit their contact to the City of Weslaco by communicating only with Homer Rhodes regarding this RFB. Contact with persons other than Mr. Homer Rhodes regarding RFB may be grounds for elimination from the selection process.

The City of Weslaco reserves the right to accept or reject any or all responses, to waive any informalities, and to accept the bid to be the best value and most advantageous to the City and to hold responses for a period of forty-five (45) days without taking action, for the purpose of reviewing the bid and investigation of respondent's qualifications prior to award.

City of Weslaco

Homer Rhodes,
Purchasing Office
hrhodes@weslacotx.gov



City of Weslaco

INVITATION TO BID, BID SPECIFICATIONS AND BID FORMS FOR

ANNUAL SUPPLY AVIATION FUEL/SERVICE

RFB # 2019-20-10

**Pre-Bid Conference: January 27, 2020 @11:00 AM
CLOSING DATE: February 6, 2020
CLOSING TIME: 3:00 PM**

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

REQUEST FOR BIDS

Qualified professional individuals/firms interested in responding to this Request for Bids (RFB) should include information requested in the following paragraphs. All information shall have been updated within the past three (3) months. Failure to provide the information requested or falsification of any information provided shall result in disqualification of the consultant.

ACKNOWLEDGMENT OF RECEIPT

Please fill in the requested information below as acknowledgment that you have received the Request for Bids noted above. If your firm is interested in participating, this sheet must be completed and returned or faxed to:

Mr. Homer Rhodes, Purchasing Agent
City of Weslaco – Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: (956) 447-2240
e-mail: hrhodes@weslacotx.gov

Name of Firm: _____

Address: _____

City, State Zip: _____

Telephone Number: _____ Fax Number: _____

e-mail: _____

_____ YES, Our company does have an interest in responding.

_____ NO, Our company does not have an interest in responding.

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

PLEASE NOTE:

Please take a moment to register your Company with the City of Weslaco, Texas.

NOTICE TO RESPONDENTS
PLEASE RETURN THIS FORM UPON RECEIPT

City of Weslaco Purchasing Office

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

INVITATION

** B/P/Q (Bid/Proposal/Qualifications)*

Description	Number	Bid Opening
Request for Bids for Annual Supply Aviation Fuel/Service	RFB 2019-20-10	February 9, 2020

Sealed qualifications will be received by the City of Weslaco, at the Office of **Homer Rhodes, Purchasing Agent**, located at **City Hall, 255 S. Kansas Avenue, Weslaco, Texas 78596**, (956) 447-2240, e-mail: hrhodes@weslacotx.gov.

Copies of the qualification(s) documents consisting of detailed specifications, general requirements or other information may be obtained at the Purchasing Department.

Interested Bidders/Proposer(s) are invited to attend the Bid/Proposal opening at the Purchasing Office on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: <http://www.weslacotx.gov/Bids.htm>

Procurement Schedule

January 15, 2020: Release Request for Bids (RFB)
January 15, 2020: First Advertisement of RFB
January 22, 2020: Second Advertisement of RFB
January 27, 2020: Pre-bid Conference at Purchasing Conference Room
January 28, 2020: Requests for Clarifications Due 5:00 PM
February 6, 2020: Bids Due at 3:00 PM

Homer Rhodes, Purchasing Agent

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

INVITATION TO BID

The City of Weslaco is accepting sealed bids for the following service:

ANNUAL SUPPLY AVIATION FUEL/SERVICE

Specifications may be obtained at:

Homer Rhodes, Purchasing Manager
255 S. Kansas Ave
Weslaco, TX 78596

Bidder shall use unit pricing.

Method of payment shall be from City of Weslaco / Mid Valley Airport current operating fund.

No bidders bond required.

Bids shall be received by Homer Rhodes, Purchasing Manager, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m., February 6, 2020**, at which time to open such bids.

The outside of the envelope shall be plainly marked:

RFB # 2019-20-10
“BID FOR ANNUAL SUPPLY AVIATION FUEL/SERVICE”

The City of Weslaco shall have the right to reject any and all bids, or to waive any informality in bid or bids as may be deemed in the best interest of the City of Weslaco.

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

SPECIFICATIONS

**Annual Supply Aviation Fuel / Service
Weslaco Mid Valley Airport**

AVIATION FUEL: The successful bidder agrees to offer the following fuels for sale at the airport: **Avgas** and **Jet A**. The airport estimates, but does not guarantee, that fuel sales will be approximately 35,000 gallons of Avgas and 50,000 gallons of JetA. The Weslaco Mid Valley Airport is currently under contract with AvFuel which expires May 00, 2020. Vendor must meet and be familiar with AvFuel specifications. Successful bidder must deliver fuel within one day after receiving an order in the following increments: JetA - 8,000 gallons and Avgas - 8,000 gallons. The successful bidder will sell fuel to the Airport using the following formula: rack price = freight (delivery cost) + _____ cents per gallon. Bidder must address fuel cost guarantees, payment discounts, and commuter or military discounts, if any.

FUEL TRUCKS: The bidders will outline any programs offered to supply one delivery truck for JetA – one (1) with a 3000-gallon capacity **(to include a maintenance program)**

INCENTIVE PROGRAMS: The successful bidder will outline any programs that will provide participation with advertising, signs, or any other applicable programs.

INSTALLATION OF AUTOMATED POINT OF SALE (POS) EQUIPMENT: The successful bidder will install automated point for sale (POS) equipment in the airport fixed base operation building within 30 days after the award of the contract. The equipment will enable electronic credit card transactions. The successful bidder will outline credit card provisions to include dealer costs and transaction fees, accepted credit cards and fees, service and sales forms provided, procedures and dealer cost for forms and equipment.

BUYBACK PROGRAMS: The successful bidder will outline any buyback programs that will be available to the airport.

INSURANCE: The successful bidder must outline insurance requirements, and any financial assistance for Excess Third Party Bodily Injury and Property Damage Liability Insurance, including Products Liability coverage.

QUALITY CONTROL: The successful bidder must outline their quality control program to include such items as on-site quality control inspections, reports, and on-site technical assistance when requested.

All proposal items listed above will be considered, and the successful bidder will be selected on basis of evaluation of the total bid package.

Bidders may attach proposed contractual documents to the Bid Proposal for any or all the above requirements. The successful bidder will prepare and furnish a draft agreement within five days following official notification of successful bid.

OPTION TO EXTEND TERM: This bid proposal is for a period of three (3) years from the date of acceptance, but may be renewed for two (1) one year periods at the option of the Weslaco City Commission.

CITY OF WESLACO

BID FORM

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10
ANNUAL SUPPLY AVIATION FUEL/SERVICE

Description	Quantity	Unit Price	Total Bid
Jet A Fuel*	500,000	Per gallon	
AvGas Fuel*	80,000	Per gallon	
Fuel Trucks (with Maintenance program)	1		
POS Equipment			
Incentive Program			
Buyback Program			
Insurance			
Quality Control			
FBO Management Software			

Bid Submitted By:
Company Name:
Address:
Telephone No.:
Signature of Authorized Agent:
Title:
Date:

*FUEL DELIVERY REQUIRED WITHIN 24 HOURS AFTER RECEIVING ORDER.

CAN YOU ACCOMMODATE? _____YES _____NO

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

CITY OF WESLACO, TEXAS

GENERAL TERMS AND CONDITIONS

Purchase Contract

The successful bidder may be asked to enter into a contract with the City of Weslaco. The contract will include the specifications herein listed and any other pertinent information.

Annual Supply Contracts

All quantities specified in annual supply contracts are merely estimates of annual usage and not actual order amounts. The actual quantities ordered may be more than or less than the quantities specified.

Discounts

Bids submitted will be considered as competitive and should reflect any and all discounts offered to the City of Weslaco.

Withdrawal of Bids

Bids may not be withdrawn after the time set for the bid opening. A bid that has been opened is not subject to amendment, alteration, or change for the purpose of correcting an error in the bid price. Bids containing an error may be offered "as is" or withdrawn by the bidder in accordance with applicable State Laws.

Firm Time of Bids

The Bidder shall state the length of time for which bid prices are firm. The City of Weslaco requests a minimum of sixty (60) days.

Price Escalation Clause

Bids which include a price escalation clause are permissible and will be considered. However, should such a bid be accepted, the resulting purchase contract will require that both increase and decrease in price be passed through to the City. The amount and the date of the price change must be the same for both the City and the vendor. At any time during, or within six months after the term of the purchase contract, the City reserves the right to review copies of any and all price change notices from the vendor's supplier which affected, or should have affected, the price paid by the City.

The price quotes submitted on the accompanying bid sheet shall be based on the lowest price quotable within seventy-two (72) hours prior to the bid opening. A copy of the distributor's posted terminal price (on the distributor's letterhead or other documentation properly identified as originated by the refiner within the specified time frame) shall be furnished with the bid or disqualification of the bid will result. Illegible or altered entries of the effective date or the refiner's posted terminal price(s) verification are not acceptable and will not be considered for award. The unit price on a bid and all documentation must show the price per gallon.

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

Lead Time

Lead Time must be specified on the Bid Sheet as the number of calendar days from receipt of release. Bids submitted on the basis of "as required" may be rejected as being non-responsive.

Payment

Full payment will be made within 30 days after receipt of correct invoice by the City of Weslaco.

Sales Tax

These items will be exempt from payment of State and Local Sales Tax. The City of Weslaco will furnish Exemption Certificate to successful bidder in the amount of merchandise cost, if required.

Transportation

All bids must include the cost of transportation FOB - delivery sites as stated herein.

Late Bids

Bids received after the specified opening time and date will be returned to the Bidder unopened.

Funding Source

These purchases will be funded by the City of Weslaco.

Bid Document

One complete Bid Document which contains the Invitation to Bid, Bid Specifications and Bid Forms must be returned in its entirety.

Cancellation of Contract

Failure to comply with any and/or all provisions of this contract and any other pertinent requirements of the City of Weslaco will constitute grounds for cancellation.

Bid Evaluation Factors

A. Most Advantageous Bid. If awarded, the City of Weslaco will award purchase orders and contracts to the lowest and/or best responsible bidder which represent the most advantageous bid to the City. In determining the most advantageous bid or proposals, price, quantifiable factors, and other factors are considered. This would include specifications, delivery requirements, the initial purchase price, life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, and other factors contributing to the overall cost of an item. Consideration may be given, but not necessarily limited to conformity to the specifications, product warranty, bidder's proposed service, ability to supply and provide service, delivery to required schedules, and past performance in other contracts with the City including timely delivery.

B. Partial Awards. Where an invitation to bid includes groups of items bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

may award the contract for any item or group of items, including transportation as stated on the bid invitation. The City of Weslaco reserves the right to award a contract based on the "low total bid" for all items.

C. Reservations. The City expressly reserves the right to:

1. Waive as an informality, minor deviations from specifications that do not impair overall function;
2. Waive any defect, irregularity or informality in any bid or bidding procedure;
3. Reject or cancel any or all bids;
4. Reissue a bid invitation;
5. Extend the bid opening time and date;
6. Procure any item by other means;
7. Increase or decrease the quantity specified in the bid invitation; unless the bidder specifies otherwise;
8. Consider and accept an alternate bid as provided herein when most advantageous to the City;
9. The City of Weslaco will not consider unsolicited alternate bids unless provided for herein;
10. Award to more than one vendor.

Indemnification

The successful bidder shall defend, indemnify and hold harmless the City of Weslaco and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees/expenses brought for any injuries to persons or damages to property in connection with this contract including any claims for damages accruing during the delivery of the item supplied hereunder. Any money due the successful bidder under this Contract as shall be considered necessary by the City of Weslaco may be retained for the use of the City to secure this indemnity. The successful bidder expressly agrees to defend, indemnify and hold harmless the City of Weslaco and its officers, agents and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts or omissions, including negligence, of the City of Weslaco, its officers, agents or employees.

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST

The 79th Texas State Legislature enacted H.B. 914, creating Chapter 176 of the Local Government Code. This act, Disclosure of Certain Relationships with Local Government Officers, takes effect January 1, 2006. As required by the act, the Texas Ethics Commission has created a draft disclosure questionnaire to be completed by vendors. This disclosure requirement applies to a person who contracts or seeks to contract for the sale or purchase of property, goods or services with a local governmental entity.

1. The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is required to be filed within 7 business days of:
 - A. Beginning contract discussions or negotiations with Victoria County; or
 - B. Responding to a Request for Proposal, Invitation to Bid, or a correspondence or other writing related to a potential agreement with Victoria County.

COMPLETION AND SUBMISSION OF FORM CIQ ARE THE SOLE RESPONSIBILITY OF THE PROSPECTIVE VENDOR.

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Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
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.		
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 is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer 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 or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Date		

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

REQUIREMENT FOR CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret [House Bill 1295](#).

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. **A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.** An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Request for Bids
Annual Supply Aviation Fuel/Service
RFB # 2019-20-10

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-2998	
From:			
Subject: Discussion and consideration on Resolution 2020-01 appointing two board members on the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.)			
Background: The terms of Sergio Lozano and Captain Ted Walensky will expire February 7 and 16, 2020. At the time of posting Captain Walensky expressed interest in continuing to serve. Also as per Fire Chief Tony Lopez, Mr. Sergio Lozano made contact with Chief Lopez and expressed his interest to continue serving on the board.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Antonio Lopez Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Ambulance Advisory Board 121919, Letter from Cpt. Walensky, Applicant(s), R2020 - 01 Ambulance Board			
Responsibilities upon Approval: Execute, retain and notify appointee.			

AMBULANCE ADVISORY BOARD

TERM EXPIRES	FIRST NAME	LAST NAME
3/15/2020	Patrick	Gonzalez
2/16/2020	Sergio	Lozano, DDS
2/7/2020	Ted	Walensky
4/17/2021	Patrick B.	Kennedy
5/6/2019	Sandra	Esquivel
3/20/2021	George	Guerra
12/20/2020	Annette	Valadez

January 16, 2020

To whom it may concern,

I would accept a renewal nomination for the Weslaco Ambulance Board vacancy as my current term will/has expired.

Sincerely,

Ted Walensky

Applicant(s) Ambulance Advisory Board

FIRST NAME	LAST NAME	APPLICATION DATE
Humberto R.	Cardenas	12/9/2019

RESOLUTION NO. 2020-01

**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 two (2) board members are appointed to serve on the Ambulance Advisory Board.

PASSED AND APPROVED on this 21st day of January 2020.

NAME

TERM ENDING

02/07/2022

02/16/2022

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra L. Ayala Garza, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2019-2909
From: Rebekah De La Fuente		
Subject: Discussion and consideration on Ordinance 2019-50 to convert the twenty- foot alley running between Lots 1-20, Block 4, Gonzalez Addition into a utility easement and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-50. Possible action. (This item was tabled November 19, remained tabled December 3; no action on December 17, 2019 and tabled January 7, 2020; staffed by Planning and Code Enforcement Department.)		
Background: The proposed conversion is being requested by Vantage Bank, to allow the bank use of the alley for a proposed expansion to their parking lot to the east.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Recommends approval of the request to convert the alley into an easement.		
Staff Recommendation: Staff recommends denial based on opposition from surrounding property owners.		
Attachments, if any: Correspondence with Utility Companies, Hold Harmless Statement, Applicant and Consent Forms, Metes and Bounds, Proposed Deed, Revised Site Plan, O2019-50 Alley to Utility Easement Conversion		
Responsibilities upon Approval: Staff will advise applicant.		

Juan Molina

From: Humberto Garza <hgarza@rgec.net>
Sent: Friday, September 20, 2019 9:19 AM
To: 'Irma Rodriguez'; 'Juan Molina'
Subject: FW: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

From: Javier Gutierrez [mailto:javier@rgec.net]
Sent: Thursday, September 19, 2019 7:42 AM
To: 'Humberto Garza'; rgutierrez@rgec.net
Subject: FW: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

Response from AEP...

Regards,

Javier Gutiérrez

R. Gutierrez Engineering Corporation
Firm Number: F-486
130 East Park Avenue
Pharr, Texas 78577
(956)782-2557
Email: javier@rgec.net

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From: Mario G Campos Jr. <mgcamosjr@aep.com>
Sent: Wednesday, September 18, 2019 2:47 PM
To: javier@rgec.net
Cc: Francisco R Gonzalez <frgonzalez@aep.com>
Subject: RE: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

Good afternoon Mr. Gutierrez,
On behalf of AEP Right of Way, I'll be assisting with this abandonment request.
Any questions or comments on this matter, you may direct them to me. Thank you and I'll keep you posted on the status

Respectfully,



MARIO G CAMPOS JR. | RIGHT OF WAY AGENT
MGCAMPOSJR@AEP.COM | D:956.626.2617
1401 EAST BUSINESS HIGHWAY 77, SAN BENITO, TX 78586

From: Francisco R Gonzalez <frgonzalez@aepcom>
Sent: Tuesday, September 17, 2019 4:45 PM

To: Mario G Campos Jr. <mgcamposjr@aep.com>

Subject: FW: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

Mario,

This is in your area.

Thanks,



FRANCISCO R GONZALEZ | RIGHT OF WAY AGENT

FRGONZALEZ@AEP.COM | D:956.283.2351 | C:956.223.9748
5700 NORTH CAGE BLVD., PHARR, TX 78577-7921

From: Javier Gutierrez <javier@rgec.net>

Sent: Tuesday, September 17, 2019 4:05 PM

To: everardo.balboa@onegas.com; 'Martinez, Miguel A.' <Miguel.Martinez@onegas.com>; Lucy Salinas <LS7555@ATT.COM>; Rolando Rodriguez <rolando.rodriguez@charter.com>; Francisco R Gonzalez <frgonzalez@aep.com>; pgarcia@weslacotx.gov

Cc: rgutierrez@rgec.net; 'Humberto Garza' <hgarza@rgec.net>

Subject: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

This is an **EXTERNAL** email. **STOP. THINK** before you **CLICK** links or **OPEN** attachments. If suspicious please click the '**Report to Incidents**' button in Outlook or forward to incidents@aep.com from a mobile device.

To all,

Please acknowledge receipt of email sent on 9/10/2019, which was sent as notification / advisement that the City of Weslaco is considering a request by Vantage Bank to convert an existing 20' alley to a "utility easement".

Regards,

Javier Gutiérrez

R. Gutierrez Engineering Corporation

Firm Number: F-486

130 East Park Avenue

Pharr, Texas 78577

(956)782-2557

Email: javier@rgec.net

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From: Javier Gutierrez <javier@rgec.net>

Sent: Tuesday, September 10, 2019 4:46 PM

To: 'everardo.balboa@onegas.com' <everardo.balboa@onegas.com>; 'Martinez, Miguel A.'

<Miguel.Martinez@onegas.com>; Lucy Salinas (LS7555@ATT.COM) <LS7555@ATT.COM>; Rolando Rodriguez

(rolando.rodriguez@charter.com) <rolando.rodriguez@charter.com>; 'frgonzalez@aep.com' <frgonzalez@aep.com>;

'pgarcia@weslacotx.gov' <pgarcia@weslacotx.gov>

Cc: 'rgutierrez@rgec.net' <rgutierrez@rgec.net>; 'Humberto Garza' <hgarza@rgec.net>

Subject: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

To All,

This is to notify you that the City of Weslaco is considering a request by Vantage Bank to convert a 20' alley, shown in the attached 'site plan sheet', to a utility easement.

Utilities owned by your respective companies have been identified as existing in this alley.

Lucy / Rolando, please forward to the appropriate personnel within your company.

Regards,

Javier Gutiérrez

R. Gutierrez Engineering Corporation

Firm Number: F-486

130 East Park Avenue

Pharr, Texas 78577

(956)782-2557

Email: javier@rgec.net

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Juan Molina

From: Humberto Garza <hgarza@rgec.net>
Sent: Wednesday, September 18, 2019 9:29 AM
To: 'Irma Rodriguez'; 'Juan Molina'
Subject: FW: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

SEE BELOW for all intended purposes

From: Javier Gutierrez [mailto:javier@rgec.net]
Sent: Tuesday, September 17, 2019 4:05 PM
To: everardo.balboa@onegas.com; 'Martinez, Miguel A.'; Lucy Salinas; Rolando Rodriguez; frgonzalez@aep.com; pgarcia@weslacotx.gov
Cc: rgutierrez@rgec.net; 'Humberto Garza'
Subject: RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

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Cc: 'rgutierrez@rgec.net' <rgutierrez@rgec.net>; 'Humberto Garza' <hgarza@rgec.net>
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Regards,

Javier Gutiérrez

R. Gutierrez Engineering Corporation

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HOLD HARMLESS AND INDEMNITY

VANTAGE BANK agrees to hold the CITY OF WESLACO, its officers, agents, officials, employees, and volunteers ("City") harmless against any and all loss, liability, damage, costs, and expenses which Vantage Bank or any person participating in activities on City property under this agreement may suffer, incur, be put to, pay or expend by reason of, or arising out of or as a result of the conversion of the alley into an utility easement described as Gonzales Addition- Part 4, Survey Plat and Metes and Bounds attached hereto as Exhibit "A" and "B" made a part hereof.

VANTAGE BANK shall indemnify, and hold harmless the CITY OF WESLACO and its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury to persons (s) or damages to property (including property owners by the CITY OF WESLACO, and for errors and omissions committed by VANTAGE BANK, its officers, employees, and agents, arising out of or relating to VANTAGE BANK's performance with the Application for Conversion of an Alley into a Utility Easement.

VANTAGE BANK hereby further grant CITY OF WESLACO, a reserved Utility Easement for the right to use the alleyway for any purpose that does not interfere with the City's Reserved Easement for ingress and egress its rights in the alleyway for facilities to go through, over and across, to and from the property attached hereto. VANTAGE BANK will further grant access its parking lot while utility companies service the utilities.

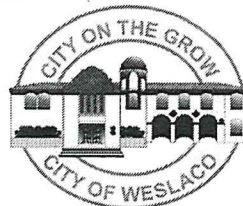
By signing below we acknowledge and agree to indemnify and hold harmless CITY OF WESLACO, and its employees, from and any loss that may be incurred relating to the abandonment of Alley restrictions and encroachments on the property.

Dated: October 8, 2019

VANTAGE BANK

By: 
Authorized Representative

"The City on the Grow"



Location of Proposed Abandonment: Kansas Ave.
 Lot: 11-20 Block: 4 Addition: Gonzalez
 Type of Easement to be Abandoned: Alley
 Reason property should be vacated/abandoned: _____

APPLICANT: R. Gutierrez Engineering Corp.
ADDRESS: 130 E. Park Avenue, Pharr, Tx 77577
PHONE NO.: (956) 782-2557 FAX NO. (956) 782-2558
E-MAIL ADDRESS: hgarza@rgec.net

1. Three Hundred Dollars (\$300.00) Non-refundable Application Fee per Submittal.
2. A metes and bounds legal land description of the proposed abandonment labeled Exhibit "A". (See attached instructions for preparation)
3. A plat or drawing depicting the area to be abandoned labeled Exhibit "B". (See attached instructions for preparation)
4. Completed consent form for all adjacent property owners. (Use form provided)

Rain
Applicant

concor

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of

August

A.D. 20


Notary Public In and For Hidalgo County, Texas

(Make copies as needed)

Please do not alter this application.

Hidalgo CAD**Property Search Results > 180551 VANTAGE BANK
TEXAS for Year 2019**

Tax Year: 2019

Property**Account**

Property ID:	180551	Legal Description:	GONZALEZ LTS 14-15 BLK 4
Geographic ID:	G5600-00-004-0014-00	Zoning:	RS
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	413 N KANSAS AVE WESLACO, TX 78596	Mapsco:	
Neighborhood:	GONZALEZ	Map ID:	CWL VOL 7 PG 10-A
Neighborhood CD:	G560000		

Owner

Name:	VANTAGE BANK TEXAS	Owner ID:	1140692
Mailing Address:	1801 S 2ND STREET MCALLEN, TX 78503-1353	% Ownership:	100.000000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$7,089	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$20,100	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$27,189	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$27,189	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$27,189	

Taxing Jurisdiction

Owner: VANTAGE BANK TEXAS

% Ownership: 100.0000000000%

Total Value: \$27,189

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	
CAD	APPRAISAL DISTRICT	0.000000	\$27,189	\$27,189	\$0.00	
CWL	CITY OF WESLACO	0.666700	\$27,189	\$27,189	\$181.27	
DR1	DRAINAGE DISTRICT #1	0.095100	\$27,189	\$27,189	\$25.86	
GHD	HIDALGO COUNTY	0.580000	\$27,189	\$27,189	\$157.70	
JCC	SOUTH TEXAS COLLEGE	0.178000	\$27,189	\$27,189	\$48.40	
R02	ROAD DIST 02	0.000000	\$27,189	\$27,189	\$0.00	
SST	SOUTH TEXAS SCHOOL	0.049200	\$27,189	\$27,189	\$13.38	
SWL	WESLACO ISD	1.159700	\$27,189	\$27,189	\$315.31	
Total Tax Rate:		2.728700				
Taxes w/Current Exemptions:					\$741.92	
Taxes w/o Exemptions:					\$741.91	

Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 816.0 sqft Value: \$7,089

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	WDLW - 3	DWD	1981	816.0
POR	PORCH (COVERED)	*		1981	56.0
STG	STORAGE	*		2013	128.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.1377	6000.00	50.00	120.00	\$20,100	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$7,089	\$20,100	0	27,189	\$0	\$27,189
2018	\$10,944	\$20,100	0	31,044	\$0	\$31,044
2017	\$10,944	\$20,100	0	31,044	\$0	\$31,044
2016	\$10,421	\$20,100	0	30,521	\$0	\$30,521
2015	\$10,421	\$20,100	0	30,521	\$0	\$30,521
2014	\$13,542	\$20,100	0	33,642	\$0	\$33,642
2013	\$13,490	\$15,000	0	28,490	\$0	\$28,490
2012	\$13,771	\$15,000	0	28,771	\$0	\$28,771
2011	\$14,052	\$15,000	0	29,052	\$0	\$29,052
2010	\$15,138	\$15,000	0	30,138	\$0	\$30,138
2009	\$15,434	\$15,000	0	30,434	\$0	\$30,434
2008	\$16,621	\$15,000	0	31,621	\$0	\$31,621
2007	\$17,287	\$11,100	0	28,387	\$0	\$28,387
2006	\$20,392	\$11,100	0	31,492	\$0	\$31,492

2005	\$20,594	\$11,100	0	31,694	\$0	\$31,694
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Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/1/2019	WD	WARRANTY DEED	SANCHEZ ANA T & NOE	VANTAGE BANK TEXAS			2984126
2	11/30/2004	WDV	WARRANTY DEED/VENDORS LIEN	MERCEDES NATIONAL BANK	SANCHEZ ANA T & NOE			1408622
3	4/6/2004	FCL	FORECLOSURE	SANCHEZ RENE	MERCEDES NATIONAL BANK			1319431

Tax Due

Property Tax Information as of 04/23/2019

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

**ADJACENT PROPERTY OWNERS
CONSENT FOR CONVERSION OF AN ALLEY
INTO A UTILITY EASEMENT**

(Make copies as needed)

OWNER: Maria Elva Alaniz
Address: 110 E Agostadero St. Lot: _____
Phone No. 956 977 8422 Block: _____
Addition: _____

The undersigned, owner(s) of property abutting upon that portion of the alley named and described in Exhibits "A", **do hereby consent** to such conversion of an alley into a utility easement, and do hereby release the City of Weslaco from all claims for damages arising or growing out of such conversion. (Include the printed names and signatures of the owners of the property). The signatures must be notarized.

OWNER _____

OR

☒ I am the owner of the adjacent/underlying property and **DO NOT** consent to the conversion of the alley into a utility easement.

Reason I do not consent: No doy mi consentimiento porque
afectaria a mis clientes - consent not given because
it affects my clients.

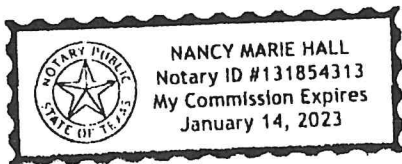
OWNER _____

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Maria Elva Alaniz, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of September, A.D. 2019.

[Signature]
Notary Public In and For Hidalgo County, Texas





LAW OFFICE OF JUAN R. MOLINA

JUSTICE STARTS HERE

jmolina@rgv.rr.com

710 S. Texas Blvd.
P.O. Box 190
Weslaco, TX 78596

Ofc: (956) 968-7971
Fax: (956) 968-8045

September 5, 2019

CERTIFIED 7018 1830 0001 2265 41
RETURN RECEIPT REQUESTED

Mr. Ruben Moreno
P.O. Box 512
Weslaco, TX 78599

**RE: VANTAGE BANK PARKING RECONFIGURATION PROJECT
NOTICE OF APPLICATION FOR CONVERSION OF AN
ALLEY INTO A UTILITY EASEMENT**

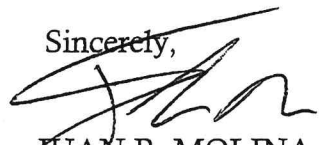
Dear Mr. Moreno:

Please be advised that we are writing this letter on behalf of R. Gutierrez Engineering Corporation. The Corporation is part of the design team tasked with the parking lot reconfiguration for Vantage Bank. Be further notified that a petition has been filed with the City of Weslaco Planning Department for the conversion of the adjacent alley into a utility easement.

The utility easement includes a requirement provision titled "Adjacent Property Owners Consent for Conversion of an Alley into a Utility Easement". Therefore, by signing and returning the document in accordance with the instruction set forth with the City of Weslaco, you may either "Consent" or "Do Not Consent" to the conversion request. Each property owner needs to sign the enclosed whether they want to accept the conversion or not.

Your prompt response to this letter is greatly appreciated. If you have any questions or need any information, please do not hesitate to contact us 956 968 7971.

Sincerely,



JUAN R. MOLINA

JRM:ir

7018 1830 0001 2265 6541
1459 5922 1000 0681 7010

U.S. Postal Service TM CERTIFIED MAIL [®] RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Certified Mail Fee	\$
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☐ Return Receipt (electronic)	\$
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☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
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Street and Apt. No., or PO Box <u>PO BOX 512</u>	
City, State, ZIP+4 [®] <u>Weslaco, TX 78596</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



UNIT CANNOT BE USED AT ANY OTHER POST OFFICE
OF THE RETURN ADDRESS OF THE MAIL
PLACE STICKER TOP OF THE MAIL

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Roman Moreno
P.O. Box 512
Mesquite, TX 76594



9590 9402 4380 8190 9440 35

2. Article Number (Transfer from service label)

701A 1A30 0001 2265 6565

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

☐ Agent

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery over \$500 | |

Domestic Return Receipt

JUAN R. MOLINA
Law Office of Juan R. Molina
710 S TEXAS BLVD
WESLACO TX 78596

CERTIFIED MAIL®



7018 1830 0001 2265 6565



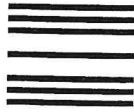
Mr. Ruben Moreno
PO Box 512
Weslaco TX 78599-0512

9/6

062S0006670252



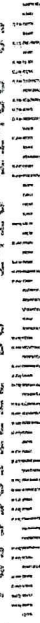
\$6.80
US POSTAGE
FIRST-CLASS
FROM 78596
SEP 05 2019
stamps
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782 AE 1840N C0009/19/19
REVIEW **B006**

#WD
78599-0512

BC: 78599051212 DU *1410-11466-05-43



Juan Molina

From: Juan Molina <jmolina@rgv.rr.com>
Sent: Monday, October 14, 2019 3:20 PM
To: 'rmoreno.associates@gmail.com'
Cc: 'hgarza@rgec.net'
Subject: VANTAGE BANK ALLEY WAY ABANDONMENT
Attachments: RUBEN MORENO CONSENT.pdf

Mr. Ruben Moreno

**RE: VANTAGE BANK PARKING RECONFIGURATION PROJECT
NOTICE OF APPLICATION FOR CONVERSION OF AN ALLEY INTO A UTILITY
EASEMENT**

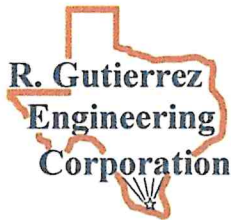
Please be advised that we are writing this letter on behalf of R. Gutierrez Engineering Corporation. The Corporation is part of the design team tasked with the parking lot reconfiguration for Vantage Bank. Be further notified that a petition has been filed with the City of Weslaco Planning Department for the conversion of the adjacent alley into a utility easement.

The utility easement includes a requirement provision titled "Adjacent Property Owners Consent for Conversion of an Alley into a Utility Easement". Therefore, by signing and returning the document in accordance with the instruction set forth with the City of Weslaco, you may either "Consent" or "Do Not Consent" to the conversion request. Each property owner needs to sign the enclosed whether they want to accept the conversion or not.

Your prompt response to this letter is greatly appreciated. If you have any questions or need any information, please do not hesitate to contact us 956 968 7971.

Juan R. Molina
LAW OFFICE OF JUAN R MOLINA
P.O. Box 190
Weslaco, TX 78599-0190
Ofc (956) 968-7971
Fax (956) 968-8045
Email: jmolina@rgv.rr.com
Cell: (956) 532-8881

CONFIDENTIALITY STATEMENT. This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this email is a violation of federal criminal law.



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm F - 486 • Surveying Firm #101650-00

ENG19.006
September 09, 2019

(EXHIBIT A)
METES AND BOUNDS DESCRIPTION
(20 FOOT ALLEY)

Being 0.126 of an acre of land comprising of 0.115 of an acre out of Block 4, Gonzales Addition to Weslaco, as per map recorded in Volume 6, Page 10A, Map Records of Hidalgo County, Texas and 0.011 of an acre out of Gonzales Addition-Part 4, Hidalgo County, Texas, as per map Recorded in Volume 12, Page 8, Map Records of Hidalgo County, Texas. Said 0.126 of an acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar found at the Northwest corner of Lot 10-A Gonzales Addition-Part 4, also being the existing East line of a 20 foot Alley for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, South, with the existing East line of said 20 foot Alley and the West line of said Lot 10-B, a distance of 25.00 feet pass a No. 4 rebar set (with a plastic cap stamped RGEC) at the common corner of said Lot 10-B and Lot 11, Gonzales Addition to Weslaco, continuing South with the East line of said 20 foot Alley and the West Line of Lot 11 thru Lot 2, Gonzales Addition to Weslaco, a total distance of 275.00 feet to an "X" cut on concrete set at the Southwest corner of Lot 20, Gonzales Addition to Weslaco for the Southeast corner of this tract of land;

THENCE, West, a distance of 20.00 feet to an "X" cut on concrete found at the existing West line of said 20 foot Alley, also being the Southeast corner of Lot 1, Gonzales Addition to Weslaco for the Southwest corner of this tract of land;

THENCE, North, with the existing West line of said 20 foot Alley, also being the East line of Lot 1 thru Lot 10, Gonzales Addition to Weslaco, a distance of 250.00 feet pass a No. 4 rebar set (with a plastic cap stamped RGEC) at the common corner of said Lot 10 and Lot 10-A, Gonzales Addition-Part 4, continuing with the existing East line of said 20 foot alley and the East line of Lot 10-A, Gonzales Addition-Part 4 for a total distance of 275.00 feet to a No. 4 rebar found at the Northeast corner of Lot 10-A, Gonzales Addition-Part 4 for the Northwest corner of this tract of land;

THENCE, East, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.126 of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.

PRELIMINARY-SUBJECT TO REVISION

Pablo Soto, Jr. – R.P.L.S. No. 4541

Date: _____



SCALE: 1"=40'

Basis of Bearing

EAST 20.00'

P.O.B. N.E. CORNER OF LOT 10-B GONZALES ADD.-PART 4 W. LOS TORRITOS

GONZALES ADDITION-PART 4
VOL. 12, PG. 8, M.R.H.C. TX.
10-A

GONZALES ADDITION-PART 4
VOL. 12, PG. 8, M.R.H.C. TX.
10-B

N. TEXAS BLVD. (FM 88) (55' R.O.W.)

GONZALES ADDITION
TO WESLACO
VOL. 6, PAGE 10-A, M.R.H.C., TX.

GONZALES ADDITION
TO WESLACO
VOL. 6, PAGE 10-A, M.R.H.C., TX.

KANSAS AVENUE (60' R.O.W.)

SX- SET "X" ON CONCRETE
S4- SET No. 4 REBAR WITH
PLASTIC CAP STAMPED RGCE
FX- FOUND "X" ON CONCRETE
F4- FOUND No. 4 REBAR

(EXHIBIT B)
SURVEY PLAT
OF

(20 FOOT ALLEY)

0.126 OF AN ACRE OF LAND COMPRISING OF
0.115 OF AN ACRE OUT OF BLOCK 4,
GONZALES ADDITION TO WESLACO,
AS PER MAP RECORDED IN
VOLUME 6, PAGE 10A, M.R.H.C., TEXAS,
AND 0.011 OF AN ACRE OUT OF
GONZALES ADDITION-PART 4,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 12, PAGE 8, M.R.H.C., TEXAS.

SURVEY SHOWS ALL IMPROVEMENTS LOCATED ON THE LAND AND THAT THERE
ARE NO ENCROACHMENTS, BOUNDARY CONFLICTS, PROTRUSIONS OR VISIBLE OR
APPARENT EASEMENTS, EXCEPT AS SHOWN ON THE SURVEY PLAT.

WEST 20.00'

W. AGOSTADERS ST. (40' R.O.W.)

THIS SURVEY WAS PREPARED WITHOUT
THE BENEFIT OF A TITLE RESEARCH

G.F. No. N/A		Com.-Panel No.: 480349 0005 B	
FLOOD ZONE ☐ A ☐ AO ☐ C ☐ X ☒ AH ☐ B ☐ D ☐ OTHER		EFFECTIVE DATE: MARCH 4, 1990	
Description: Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no hazard factors are determined. BFE: 74.0			
Client: VANTAGE BANK	Mailing Address:	City:	State: TX Zip Code:

PRELIMINARY SUBJECT TO REVISION

PABLO SOTO, JR. - R.P.L.S. No. 4541

Date: _____

I, Pablo Soto, Jr., hereby certify that this Survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey. Any certification expressed or implied herein is invalid without the original signature and seal of Pablo Soto, Jr. alteration of this document, except by a Licensed Land Surveyor, is illegal.

I, Pablo Soto, Jr., hereby state that this Survey was performed on the ground under my supervision and that this Survey correctly represents the facts found at the time of the survey.



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No. 486 • SURVEYING FIRM No. 101650-00

Job No.: ENG19.006	FB:	Drawn By: RG
Date: 09/09/2019	PG:	Checked By: PS

ABANDONMENT and CONVEYANCE of ALLEYWAY

WHEREAS, they CITY OF WESLACO, (the "City") has received a request from VANTAGE BANK, L.L.C., a Texas limited liability company ("VANTAGE BANK") the owner of property adjacent to a 0.126 acre public alley right of way situated to Block 4, Gonzales Addition to Weslaco, according to the Map or Plat thereof recorded in Volume 6, Page 10A, Map Records of Hidalgo County, Texas, more particularly described in the attached Exhibit A (the "Alleyway"), that the City's interest in said Alleyway be abandoned and vacated, excluding any interest the City may have in any dedicated utility easements over and across said Alleyway, and conveyed to VANTAGE BANK, and,

WHEREAS, VANTAGE BANK is requesting said abandonment as the owner of that certain property more particularly described in the attached Exhibit B, which property is contiguous to the Alleyway requested to be abandoned; and,

WHEREAS, the City acting by and through the City Council, by an ordinance duly passed, approved and adopted that the City has no further use for said Alleyway and has deemed it advisable to vacate, abandon and convey the City's interest in said Alleyway; and,

WHEREAS, they City desires to declare and reserve for itself and its successors and assigns a perpetual, non-exclusive easement for underground utility lines (the "Reserved Easement") over the Alleyway; and,

WHEREAS, the City Council of City has authorized the undersigned officer to execute and deliver this Abandonment and Conveyance of Alleyway to evidence the vacation and abandonment of the City's interest in said Alleyway and to convey the Alleyway to VANTAGE BANK;

NOW, THEREFORE, The City, acting by and through the undersigned duly authorized officer, in consideration of the premises and agreements set forth in the Ordinance and pursuant to the Ordinance;

1. Vacates and abandons the Alleyway; and
2. Subject to the reservation from and exceptions to conveyance and warranty, grants, sells, and conveys to VANTAGE BANK the Alleyway, together with all and singular the rights and appurtenance thereto in any wise belonging, to have and to hold it to VANTAGE BANK, its heirs, executors, administrators, successors or assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) or excluded.

3. Declares and reserves for itself and its successors and assigns a permanent underground utility easement for the installation, maintenance, construction and reconstruction of utility lines, including but not limited to water, sewer, gas and telephone lines, and other type of public utilities (collectively, the "Facilities) and all related used and purposes common to same in, on, under, over and across the Alleyway..
4. The Reserved Easement is made subject to CITY OF WESLACO's right to use the Alleyway for any purpose that does not interfere with the City's Reserved Easement rights in the Alleyway, including, but not limited to, planting of ground cover and other landscaping in the alleyway, paving in the Alleyway (collectively, "Authorized Improvements") and using the alleyway for ingress and egress to and from the balance of VANTAGE BANK's real property. VANTAGE BANK may not, however, place any permanent structures on the Alleyway without the City's written consent. If the City must remove, or if the City damages or destroys, any of VANTAGE BANK's improvements placed in the Alleyway in connection with the City's enjoyment of the Reserved Easement granted herein, the City is not responsible to VANTAGE BANK for any damages to such improvements.

This conveyance is made and accepted subject to any and all conditions, covenants, easements and restrictions, if any, relating to the Alleyway, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Hidalgo County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other government authorities, if any, but only to the extent that they are in effect, relating to the Alleyway.

EXECUTED this ____ day of October, 2019.

CITY OF WESLACO, TEXAS

ATTEST:

By: _____

By: _____

Name: DAVID SUAREZ

Title: Mayor

APPROVED AS TO FORM

LAW OFFICE OF JUAN E. GONZALEZ

By: _____

JUAN E. GONZALEZ, City Attorney

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this _____ day of October, 2019, did personally appear DAVID SUAREZ, Mayor of the CITY OF WESLACO, TEXAS, a municipal corporation, who acknowledged this instrument and stated that he executed same on behalf of said CITY OF WESLACO.

Notary Public, State of TEXAS

AFTER RECORDING RETURN TO:

JUAN R. MOLINA
Attorney At Law
710 S. Texas Blvd./P.O. Box 190
Weslaco, Texas 78599

PREPARED IN THE LAW OFFICE OF:

JUAN R. MOLINA
Attorney at Law
710 S. Texas Blvd./P.O. Box 190
Weslaco, Texas 78599



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 936-782-2557 • (FAX) 936-782-2558

Engineering Firm F-486 • Surveying Firm #101630-00

ENG19.006
September 09, 2019

(EXHIBIT A)
METES AND BOUNDS DESCRIPTION
(20 FOOT ALLEY)

Being 0.126 of an acre of land comprising of 0.115 of an acre being the 20 Foot Alley in Block 4, Gonzales Addition to Weslaco, as per map recorded in Volume 6, Page 10A, Map Records of Hidalgo County, Texas and 0.011 of an acre being the 20 Foot Alley in Block 4, Gonzales Addition-Part 4, an addition to the City of Weslaco, Hidalgo County, Texas, as per map Recorded in Volume 12, Page 8, Map Records of Hidalgo County, Texas. Said 0.126 of an acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar found at the Northwest corner of Lot 10-B, Block 4, Gonzales Addition-Part 4, also being the existing East Right of Way line of a 20 foot Alley for the Northeast corner of this tract of land and the **POINT OF BEGINNING**;

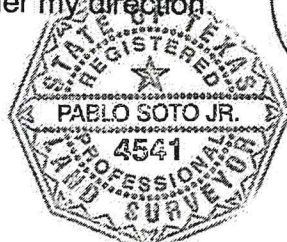
THENCE, South, with the existing East Right of Way line of said 20 foot Alley and the West line of said Lot 10-B, Block 4, a distance of 25.00 feet pass a No. 4 rebar set (with a plastic cap stamped RGEC) at the common corner of said Lot 10-B, Block 4 and Lot 11, Block 4, Gonzales Addition to Weslaco, continuing South with the East Right of Way line of said 20 foot Alley and the West Line of Lot 11 thru Lot 20, Block 4, Gonzales Addition to Weslaco, a total distance of 275.00 feet to an "X" cut on concrete set at the Southwest corner of Lot 20, Block 4, Gonzales Addition to Weslaco for the Southeast corner of this tract of land;

THENCE, West, a distance of 20.00 feet to an "X" cut on concrete found at the existing West Right of Way line of said 20 foot Alley, also being the Southeast corner of Lot 1, Block 4, Gonzales Addition to Weslaco for the Southwest corner of this tract of land;

THENCE, North, with the existing West Right of Way line of said 20 foot Alley, also being the East line of Lot 1 thru Lot 10, Block 4, Gonzales Addition to Weslaco, a distance of 250.00 feet pass a No. 4 rebar set (with a plastic cap stamped RGEC) at the common corner of said Lot 10, Block 4 and Lot 10-A, Block 4, Gonzales Addition-Part 4, continuing with the existing West Right of Way line of said 20 foot alley and the East line of Lot 10-A, Block 4, Gonzales Addition-Part 4 for a total distance of 275.00 feet to a No. 4 rebar found at the Northeast corner of Lot 10-A, Block 4, Gonzales Addition-Part 4 for the Northwest corner of this tract of land;

THENCE, East, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.126 of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr.
Pablo Soto, Jr. - R.P.L.S. No. 4541
Date: 9/12/19



SCALE: 1"=40'

Basis of
BearingEAST
20.00'P.O.B.
N.E. CORNER
OF LOT 10-B, BLK. 4
GONZALES ADD.-PART 4

LOS TORRITOS STREET

N. TEXAS BLVD. (FM 88) (55' R.O.W.)

GONZALES ADDITION-PART 4
VOL. 12, PG. 8, M.R.H.C. TX.
10-A, BLK. 4GONZALES ADDITION-PART 4
VOL. 12, PG. 8, M.R.H.C. TX.
10-B, BLK. 4GONZALES ADDITION
TO WESLACO
VOL. 6, PAGE 10A, M.R.H.C., TX.GONZALES ADDITION
TO WESLACO
VOL. 6, PAGE 10A, M.R.H.C., TX.

KANSAS AVENUE (60' R.O.W.)

SX- SET "X" ON CONCRETE
S4- SET No. 4 REBAR WITH
PLASTIC CAP STAMPED RGEC
FX- FOUND "X" ON CONCRETE
F4- FOUND No. 4 REBAR(EXHIBIT B)
SURVEY PLAT
OF

(20 FOOT ALLEY)

0.126 OF AN ACRE OF LAND COMPRISING OF
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AS PER MAP RECORDED IN
VOLUME 6, PAGE 10A, M.R.H.C., TEXAS,
AND0.011 OF AN ACRE BEING THE 20 FOOT ALLEY IN BLOCK 4,
GONZALES ADDITION-PART 4,
AN ADDITION TO THE CITY OF WESLACO,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 12, PAGE 8, M.R.H.C., TEXAS.SURVEY SHOWS ALL IMPROVEMENTS LOCATED ON THE LAND AND THAT THERE
ARE NO ENCROACHMENTS, BOUNDARY CONFLICTS, PROTRUSIONS OR VISIBLE OR
APPARENT EASEMENTS, EXCEPT AS SHOWN ON THE SURVEY PLAT.

G.F. No. N/A	Com.-Panel No.: 480349 0005 B			
FLOOD ZONE ☐ A ☐ AO ☐ C ☐ X ☒ AH ☐ B ☐ D ☐ OTHER	EFFECTIVE DATE: MARCH 4, 1980			
Description: Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no hazard factors are determined. BFE: 74.0				
Client: VANTAGE BANK	Mailing Address: 1801 S. 2nd. STREET	City: McALLEN	State: TX	Zip Code: 78503



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No.: 486 • SURVEYING FIRM No.: 101650-00WEST
20.00'

AGOSTADERS ST. (40' R.O.W.)

THIS SURVEY WAS PREPARED WITHOUT
THE BENEFIT OF A TITLE RESEARCHPABLO SOTO, JR. - R.P.L.S. No.
4541

Date: 9/12/19

I, Pablo Soto, Jr., hereby certify that this Survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey. Any certification expressed or implied herein is invalid without the original signature and seal of Pablo Soto, Jr. alteration of this document, except by a Licensed Land Surveyor, is illegal.

I, Pablo Soto, Jr., hereby state that this Survey was performed on the ground under my supervision and that this Survey correctly represents the facts found at the time of the survey.

Job No.: ENG19.006	FB:	Drawn By: RG
Date: 09/09/2019	PG:	Checked By: PS

EXHIBIT "B"

LEGAL DESCRIPTION OF VANTAGE BANK'S PROPERTY

Tract One

All of Lots One (1) through Four (4) inclusive, and Twenty-Seven (27) through thirty-three (33) inclusive, Block Forty Three (43), ORIGINAL TOWNSITE of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 2, Page 30, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Tract Two

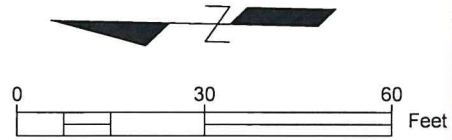
All of Lots One (1) through Eighteen (18), inclusive, Block Thirty-Two (32), ORIGINAL TOWNSITE of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 2, Page 30, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Tract Three

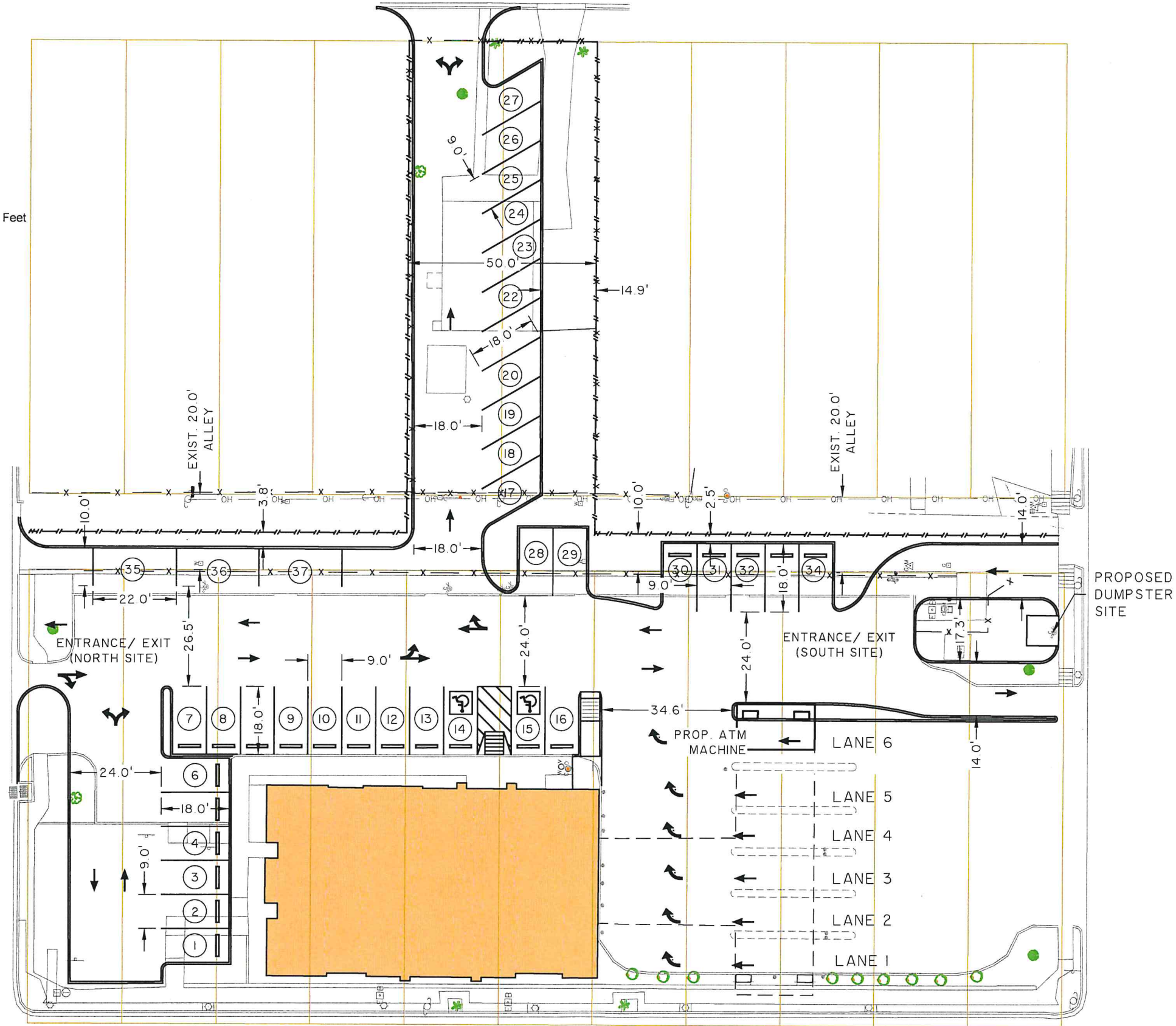
All of Lots One (1) through Six (6), inclusive, Block Thirty-Three (33), ORIGINAL TOWNSITE of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 2, Page 30, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Tract Four

All of Lots One (1) through Ten (10), and Lot 10 A (10A) Block Four (4), GONZALEZ ADDITION to the City of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 7, Page 10A, Map Records in the Office of the County Clerk of Hidalgo County, Texas.



LOS TORRITOS STREET



KANSAS AVENUE (40' R.O.W.)

TEXAS BOULEVARD (100' R.O.W.)

AGOSTADERO STREET (40' R.O.W.)

SCALE: AS SHOWN
DATE: MARCH 2019
FB No.:
SURVEY BY:
DRAWN BY: RG
PREPARED BY:
CHECKED BY:

SHEET
1

VANTAGE BANK
DRIVETHRU AND RENOVATION

CITY OF WESLACO

PRELIMINARY-FOR REVIEW ONLY
These documents are for Design Review
and not intended for Construction, Bidding
or Permit Purposes. They were prepared
by, or under the supervision of:
RAMIRO GUTIERREZ PE# 65948 Date

R. Gutierrez
Engineering
Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
FIRM No. 486

ORDINANCE 2019-50

AN ORDINANCE TO CONVERT 20' X 250' ALLEY ALSO BEING 0.126-ACRE TRACT OF LAND LOCATED BETWEEN BLK 4 OF GONZALEZ ADDITION SUBDIVISION CREATING A 20' X 250' PUBLIC UTILITY EASEMENT; AND ORDAINING OTHER MATTER WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I. It is in the interest of the City of Weslaco to convert 20' x 250' alley also being 0.126-acre tract of land located between Blk 4 of Gonzalez Addition Subdivision creating a 20' x 250' public right of way instead.

BEGINNING at a No. 4 rebar found at the Northwest corner of Lot 10-A Gonzales Addition- Part 4, also being the existing East line of a 20-foot Alley for the Northeast corner of this tract of land and the POINT OF BEGINNING;

THENCE, South, with the existing East line of said 20 foot Alley and the West line of said Lot 10-B, a distance of 25.00 feet pass a No. 4 rebar set (with a plastic cap stamped RGEC) at the common corner of said Lot 10-B and Lot 11, Gonzales Addition to Weslaco, continuing South with the East line of said 20 foot Alley and the West Line of Lot 11 thru Lot 2, Gonzales Addition to Weslaco, a total distance of 275.00 feet to an "X" cut on concrete set at the Southwest corner of Lot 20, Gonzales Addition to Weslaco for the Southeast corner of this tract of land;

THENCE, West, a distance of 20.00 feet to an "X" cut on concrete found at the existing West line of said 20 foot Alley, also being the Southeast corner of Lot 1, Gonzales Addition to Weslaco for the Southwest corner of this tract of land;

THENCE, North, with the existing West line of said 20 foot Alley, also being the East line of Lot 1 thru Lot 10, Gonzales Addition to Weslaco, a distance of 250.00 feet pass a No.4 rebar set (with a plastic cap stamped RGEC) at the common corner of said Lot 10 and Lot 10-A, Gonzales Addition-Part 4, continuing with the existing East line of said 20 foot alley and the East line of Lot 10-A, Gonzales Addition-Part 4 for a total distance of 275.00 feet to a No. 4 rebar found at the Northeast corner of Lot 10-A, Gonzales Addition-Part 4 for the Northwest corner of this tract of land;

THENCE, East, a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.126 of an acres of land, more or less

SECTION II. The alley described above in Section I of this ordinance is hereby designated as a 20' x 250' Public Utility Easement.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of January 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 20th day of January 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Myra L. Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2019-2839
From: Andrew Muñoz		
Subject: Discussion and consideration to select a firm from the Request for Qualifications #2019-20-07 for Architectural / Engineering Design Services for a New Fire Station and Police Station with Municipal / Judicial Court and authorize the Mayor to execute any related documents. Possible action. (This item was tabled January 7, 2020; staffed by City Manager.)		
Background: City staff received city commission authorization to solicit qualifications for engineering/architectural design services for a new fire station and police station with municipal/judicial court. Qualifications were advertised for thirty (30) consecutive days on the city website and locally in the Advance News. Qualifications were due on December 19, 2019 at 3 pm. The city received 11 responses. Proposals received from: Martinez, Boultinghouse, Milnet, The Warren Group, Alvarado, Gignac, Negrete & Kolar, ERO, Megamorphosis, ARKIIForm, and EGV. Staff (City Manager, Asst. City Manager, Police Chief and Fire Chief) did review the proposals and has short listed the top four firms: Martinez, Boultinghouse, Milnet and Alvarado. All four firms have experience in designing Police and Fire Stations. Staff has attached the following matrix to be used in evaluating qualifications.		
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: November 20: Release Request for Qualifications (RFQ) November 20: First Advertisement of RFQ November 27: Second Advertisement of RFQ December 4: Pre-bid Conference at Purchasing Conference Room December 11: Requests for Clarifications Due December 19: Bids Due		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega		Created/Initiated

Andrew Muñoz Mike Perez	Approved Final Approval
City Manager Comments: Approve selection of four to five firms for interviews.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: Scoring Matrix RFQ 2019-20-07 Architectural / Engineering Design Services for a New Fire Station and Police Station with Municipal / Judicial Court	
Responsibilities upon Approval: Negotiate a contract with the highest rated firm(s) and/or prepare the top four (4) firms for interviews should the commission select to interview firms.	

City of Weslaco - Fire, PD & Municipal Court
RFQ NO.: 2019-20-07

Criteria and Weight	Alvarado	ArkIIForm	Boultinghouse	EGV	ERO
A. Experience in Fire, Police and Municipal/Judicial Court projects by individuals who would be assigned to this project (maximum 20 points)	#				
B. A suitably sized staff to meet the peak phases of work (maximum 5 points)	#				
C. Project experience by firm and individuals with governmental entities (maximum 15 points)	#				
D. Experience by firm and individuals with Fire, Police and Municipal/Judicial Court design and construction (maximum 20 points)	#				
E. Demonstrable systems and processes in-house for insuring quality and timely performance on projects (maximum 5 points)	#				
F. Familiarity with current MEP certification processes (maximum 5 points)	#				
G. Understanding of City's needs and appropriateness of Team's approach to this project (maximum 10 points)	#				
H. Track record of meeting deadlines and working within a budget, (maximum 10 points)	#				
I. Applicability and quality of references (maximum 10 points)	#				
Total Points	0	0	0	0	0

Gignac	Martinez	Megamorphosis	Negrete & Kolar	Milnet	TWG
0	0	0	0	0	0



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-5	
From: Rebekah De La Fuente			
Subject: Discussion and consideration after public hearing on behalf of Tomasita Hernandez to approve a Conditional Use Permit to operate an Event Center at 215B S. Texas Blvd. Suite A, also being Lot 27, Block 13, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to operate and event center. Thirty-two (32) property owners within 200 feet of the applicant's property were notified by letter on December 27, 2019.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission. Notice appeared in The Monitor on December 23, 2019.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the conditional use permit request on January 08, 2020.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of the Conditional Use Permit			
Attachments, if any: 215 B S TEXAS BLVD.- attachments, 215B S Texas Blvd- Aerial			
Responsibilities upon Approval: Staff will advise applicant.			



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. _____

RECEIVED
DEC 05 2019
Planning &
Code Enforcement Dept.

PROPOSED PROJECT

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

Lot _____ Block _____

Subdivision Name _____

Street Address 215 B SOUTH TEXAS BLVD, WESLACO, TX 78596

Existing Zoning ✓ Existing Land Use ✓

Purpose for the Conditional Use Permit Request OPEN SOME EVENT CENTER

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

TRIPLE WALL (These Building have 3 wall)
and these wall have insulation 3 times before

- ☒ \$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 TOMASITA HERNANDEZ Phone 956-463-0120

Address 403 R ST. Fax: _____

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

OWNER

Name TOMASITA HERNANDEZ Phone 956-463-0120

Address 403 R ST. Fax: _____

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

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

Yes ✓ No _____

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

Signature _____

[Signature]
Owner

Date _____

DEC. 05, 2019

Signature _____

Applicant

Date _____

Signature _____

Authorized Agent

Date _____

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

Notice of Public Hearing Sent to Property Owners Within
200' of Proposed Site

Date _____

P & Z Notice of Public Hearing Published in Newspaper

CITY OF WESLACO
956-968-3181

City Commission Notice of Public Hearing Published
in Newspaper

***** REPRINT RECEIPT*****

Presented to P & Z Commission

Approved _____ Disapproved _____ Tabled _____

REC#: 02579613 12/05/2019 10:25 AM
OPER: NV TERM: 039
REF#: 120
PAID BY:

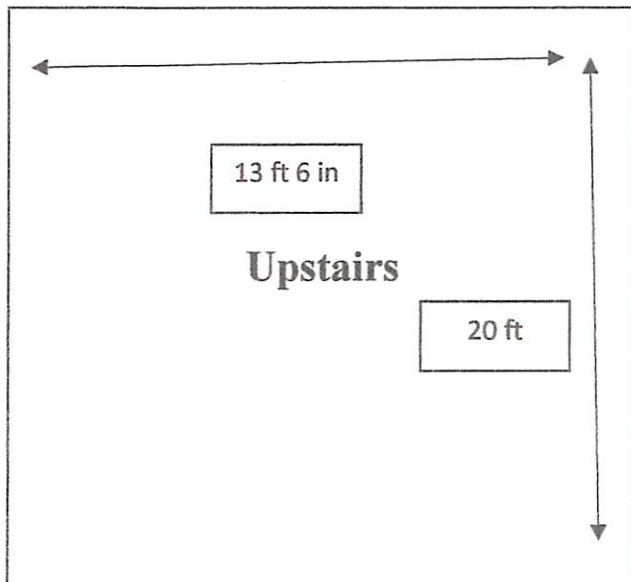
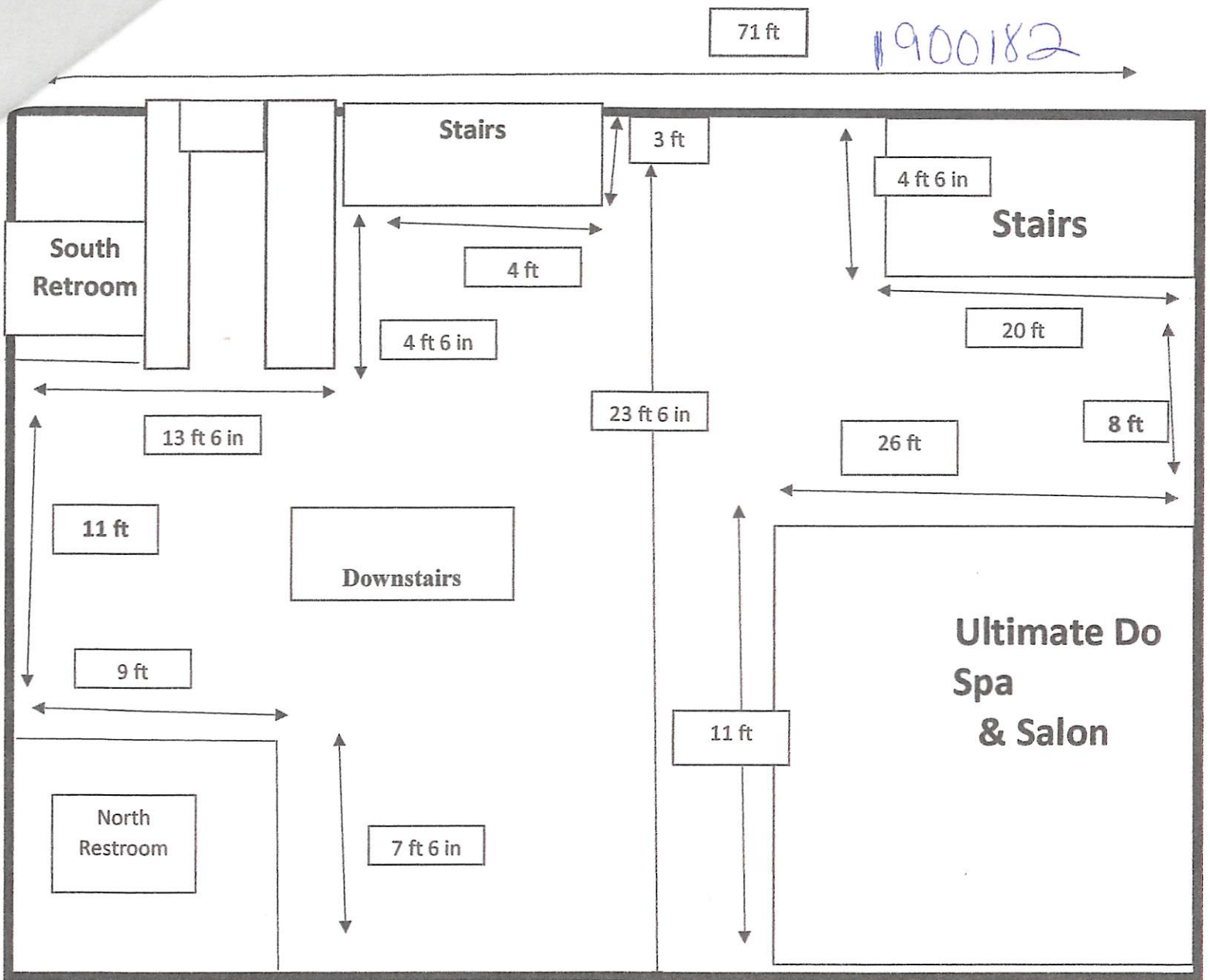
Presented to City Commission

Approved _____ Disapproved _____ Tabled _____

TRAN: 202.0000 CONDITIONAL USE PERM
215 S TEXAS SUIT B
101-400-1026
CONDITIONAL USE PER 305.00CR

TENDERED: 305.00 CHECK
APPLIED: 305.00-

CHANGE: 0.00



Renatta's Event Center

Downstairs	1,418 Sq. Ft.
------------	---------------

Upstairs	270 Sq. Ft.
----------	-------------

TOTAL	1,688 Sq.FT.
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City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

PLANNING DEPARTMENT

December 27, 2019

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, January 8, 2020, for the Planning and Zoning Commission and on or before January 21, 2020 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

Tomasita Hernandez is requesting a Conditional Use Permit to operate an Event Center at 215 B South Texas Blvd also being lot 27, Block 13, Weslaco Original Townsite, 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,

Rebekah de la Fuente, CFM
Interim Planning Director



DEC 18, 2019

RAMOS MANUEL & SYLVIA 314 W MILE 10 N WESLACO TX 78599-8405	W2300-00-001-0013-00 WESLACO ORIGINAL TOWNSITE BLK 1 LT 13, 14 & 15 164 S TEXAS BLVD	L: 57750 B: 126213
RAMOS MANUEL & SYLVIA 314 W MILE 10 N WESLACO TX 78596	W2300-00-001-0014-00 WESLACO ORIGINAL TOWNSITE BLK 1 LT 14 162 S TEXAS BLVD	L: 32313 B: 89091
RAMOS, MANUEL & SYLVIA 314 W MILE 10 WESLACO TX 78596	W2300-00-001-0015-00 WESLACO ORIGINAL TOWNSITE BLK 1 LT 15 154 S TEXAS BLVD	L: 32313 B: 0
OLIVAREZ FAMILY PARTNERSHI PO BOX 22 WESLACO TX 78599-0022	W2300-00-001-0016-00 WESLACO ORIGINAL TOWNSITE BLK 1 LT 16 168 S TEXAS BLVD	L: 32313 B: 87821
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596-6158	W2300-00-00D-0014-00 WESLACO ORIGINAL TOWNSITE BLK D LTS 14-15-16 0 S KANSAS AVE	L: 40013 B: 31639
TORRES JOSE JR 163 S TEXAS BLVD WESLACO TX 78596-6103	W2300-00-00D-0017-00 WESLACO ORIGINAL TOWNSITE LOT 17 & S 10' - E 90' - LOT 18 163 S TEXAS BLVD	L: 33398 B: 40736
GARZA CARLOS J 161 S TEXAS BLVD WESLACO TX 78596-6103	W2300-00-00D-0018-00 WESLACO ORIGINAL TOWNSITE N15' L OT 18 & ALL LOT 19 BLK D 161 S TEXAS BLVD	L: 40260 B: 100018
OLIVAREZ FAMILY PARTNERSHI PO BOX 22 WESLACO TX 78599-0022	W2300-00-012-0001-00 WESLACO ORIGINAL TOWNSITE BLK 12 LTS 1-2 200 S TEXAS BLVD	L: 50325 B: 71732
OLIVAREZ FAMILY PARTNERSHI PO BOX 22 WESLACO TX 78599-0022	W2300-00-012-0003-00 WESLACO ORIGINAL TOWNSITE BLK 12 LT 3 204 S TEXAS BLVD	L: 32313 B: 0
MONTALVO RAMON III TRUSTEE PO BOX 2 WESLACO TX 78599-0002	W2300-00-012-0004-00 WESLACO ORIGINAL TOWNSITE BLK 12 LT 4-7 212 S TEXAS BLVD	L: 77000 B: 60189
MONTALVO, RAMON III TRUSTE MONTALVO LIVING TRUST PO BOX 2 WESLACO TX 78599-0002	W2300-00-012-0005-00 WESLACO ORIGINAL TOWNSITE BLK 12 LT 5 208 S TEXAS BLVD	L: 13750 B: 34097
MONTALVO, RAMON III TRUSTE MONTALVO LIVING TRUST PO BOX 2 WESLACO TX 78599-0002	W2300-00-012-0006-00 WESLACO ORIGINAL TOWNSITE BLK 12 LTS 6-7 210 S TEXAS BLVD	L: 27500 B: 4675

DEC 18, 2019

LONE STAR NATIONAL BANK PO BOX 1127 PHARR TX 78577-1621	W2300-00-012-0008-00 WESLACO ORIGINAL TOWNSITE BLK 12 LTS 8-18 214 S TEXAS BLVD	L: 211750 B: 512339
WISE BARBARA PO BOX 1442 WESLACO TX 78599-1442	W2300-00-013-0001-00 WESLACO ORIGINAL TOWNSITE BLK 13 LT 1 200 S KANSAS AVE	L: 9213 B: 0
WISE BARBARA PO BOX 1442 WESLACO TX 78599-1442	W2300-00-013-0002-00 WESLACO ORIGINAL TOWNSITE BLK 13 LTS 2-3 204 S KANSAS AVE	L: 18426 B: 0
RODRIGUEZ, ISAAC D & ROSAL 225 S TEXAS BLVD WESLACO TX 78596-6105	W2300-00-013-0004-00 WESLACO ORIGINAL TOWNSITE BLK 13 LTS 4-5 208 S KANSAS AVE	L: 18426 B: 3888
BUSTILLOS, ADELA & ELENA 210 S KANSAS AVE WESLACO TX 78596-6159	W2300-00-013-0006-00 WESLACO ORIGINAL TOWNSITE BLK 13 LT 6 & 7 210 S KANSAS AVE	L: 19681 B: 11672
BUSTILLOS, ADELA 210 S KANSAS AVE WESLACO TX 78596-6159	W2300-00-013-0007-00 WESLACO ORIGINAL TOWNSITE BLK 13 LT 7 0 S KANSAS	L: 9213 B: 0
MENDEZ, GEORGE & JUANITA V 216 S KANSAS AVE WESLACO TX 78596-6159	W2300-00-013-0008-00 WESLACO ORIGINAL TOWNSITE LOTS 8 THRU 11 & E86' OF LOT 12 THRU 1 1 1ST ST	L: 104699 B: 304728
SILVA MANUEL PEREZ & LILIA M 2207 LARGO ST WESLACO TX 78596-9136	W2300-00-013-0012-00 WESLACO ORIGINAL TOWNSITE W24'-L OT 12 THRU 16 & ALL OF LOTS 17 T 253	L: 76686 B: 87656
HENDERSON RUBY JOHNSON CHERYL L M & MARSHA R BARNETT 2001 LA CANTERA DR UNIT D3 HARLINGEN TX 78552-6781	W2300-00-013-0017-00 WESLACO ORIGINAL TOWNSITE W35' O F LOTS 17 THRU 19 BLK 13 253 S TEXAS BLVD	L: 34428 B: 105045
SILVA MANUEL PEREZ & MARGARITA 2207 LARGO ST WESLACO TX 78596-9136	W2300-00-013-0020-00 WESLACO ORIGINAL TOWNSITE BLK 13 LTS 20,21 241 S TEXAS BLVD	L: 50326 B: 46877
WISE, BARBARA PO BOX 1442 WESLACO TX 78599-1442	W2300-00-013-0022-00 WESLACO ORIGINAL TOWNSITE BLK 13 LT 22 233 S TEXAS BLVD	L: 32313 B: 1328
WISE, BARBARA PO BOX 1442 WESLACO TX 78599-1442	W2300-00-013-0023-00 WESLACO ORIGINAL TOWNSITE BLK 13 LT 23 229 S TEXAS	L: 32313 B: 28562

DEC 18, 2019

WESLACO LOAN CO 225 S TEXAS BLVD WESLACO TX 78596-6105	W2300-00-013-0024-00 WESLACO ORIGINAL TOWNSITE BLK 13 LT 24 225 S TEXAS BLVD	L: 32313 B: 26728
RODRIGUEZ, ISAAC D 225 S TEXAS BLVD WESLACO TX 78596-6105	W2300-00-013-0025-00 WESLACO ORIGINAL TOWNSITE BLK 13 LT 25 221 S TEXAS BLVD	L: 32313 B: 0
WESLACO TOWNSITE LLC 2403 DANESWOOD COURT SPRING TX 77388-2710	W2300-00-013-0026-00 WESLACO ORIGINAL TOWNSITE E31'-L OT 26 BLK 13 219 S TEXAS BLVD	L: 32312 B: 10000
AVALOS, ALBERTO G DECEASED MINERVA T AVALOS 219 S TEXAS BLVD WESLACO TX 78596-6105	W2300-00-013-0026-05 WESLACO ORIGINAL TOWNSITE W79'-L OT 26 BLK 13	L: 23206 B: 21980
HERNANDEZ TOMASITA 403 R ST WESLACO TX 78596-2046	W2300-00-013-0027-00 WESLACO ORIGINAL TOWNSITE BLK 13 LT 27 215 S TEXAS BLVD	L: 32313 B: 113146
MARINES MIGUEL ANGEL & ALMA 1503 E CHERRY BLOSSOM CIR WESLACO TX 78596-7232	W2300-00-013-0028-00 WESLACO ORIGINAL TOWNSITE BLK 13 LTS 28-29 203 S TEXAS BLVD	L: 50325 B: 229136
MARINES, MIGUEL A & ALMA R 1503 E CHERRY BLOSSOM CIR WESLACO TX 78596-7232	W2300-00-013-0030-00 WESLACO ORIGINAL TOWNSITE BLK 13 LT 30 201 S TEXAS BLVD	L: 32313 B: 92231
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596-6158	W2300-00-00D-0011-00 WESLACO ORIGINAL TOWNSITE LOTS 1 1 & 12 BLK D	L: 18425 B: 55410

215B S Texas Blvd

Conditional Use Permit

Legend

 215 S Texas

S Missouri Ave

S Kansas Ave

E 2nd S

S Texas Blvd

88

Google Earth
Business 83

© 2019 Google
© 2019 INEGI

300 ft

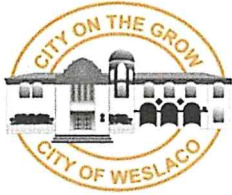
E Railroad St





Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-6	
From: Rebekah De La Fuente			
Subject: Discussion and consideration for the Final Plat for San Pedro Subdivision – being 20 acre tract of land out of Farm Tract 647, West & Adams Tract Subdivision, Hidalgo County, Texas. Approximately 2,964 ft. North of the Intersection of 18th and Milanos Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The proposed sixteen (16) lot subdivision outside the City of Weslaco city limits. This subdivision is being serviced with water by City of Weslaco through an 8" waterline and sewer by OSSF. The property is within a Flood Zone "X". Developer will be required to enter into a development agreement for the waterline. Developer was granted a variance for OSSF, with the condition that the OSSF easement be located closer to the front of the properties and that they be installed prior to recording.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the Final Plat on January 8, 2020.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: San Pedro attachments, SAN PEDRO ESTATES- Plat			
Responsibilities upon Approval: Staff will advise applicant.			



SUBDIVISION PLATTING APPLICATION

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

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

FILE NO. _____

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

STAFF USE ONLY

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

GENERAL INFORMATION

Name of Subdivision: San Pedro Estates

Location: NE corner of Milanos Rd & Mile 6 1/2 N

Legal Description: 20.0 acres of land being all of Farm Tract 647, west & Adams Tracts Subdivision

Is subdivision inside city limits? ☐ YES ☒ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: N/A

Existing Land Use: Ag Proposed Land Use: Single Family Residential

Number of Lots Proposed: 16 Gross Acreage: 20.0 acres

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: Eddie Garcia Telephone: (956) 314-9553

Address: 2010 Mexico Ave Fax: _____

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

ENGINEER INFORMATION

Name: Dustin Moore Telephone: (956) 245-4651

Address: 14216 Palis Dr. Fax: _____

City: La Pena State: TX Zip: 78559 E-mail: d.moorelandsurveying@gmail.com

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

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: City of Weslaco

☐ YES ☒ NO Wastewater Provision: _____

☒ YES ☐ NO Electric Company: Magic Valley Electric

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

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>HCCDD1</u>	☒ YES ☐ NO Irrigation District <u>HCCID9</u>
---	---

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

_____ **\$355.00 Planning Review fee**

_____ **One 11" X 17" reduced copy of plat**

_____ **Plat Layout**

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

_____ Contours

_____ Flood Zones

_____ Adjoiners

_____ Existing street names

_____ **Drainage plans and calculations with engineer's seal**

_____ Elevations

_____ Flood directional arrows

_____ Detention areas

_____ Street names

_____ **Proof of ownership of the property**

_____ **If septic tank system required, submit soil evaluation report**

_____ **Water Rights associated with the property**

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

_____ **One 11" X 17" reduced copy of plat**

_____ **Plat Layout**

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

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

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

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- _____ One set of 8 1/2 x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

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

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

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

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

** 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: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature:  Date: 11/21/19

Authorized Agent Printed Name: Dustin Moore

THIS PAGE FOR STAFF USE ONLY

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

P & Z Commission Approval on Preliminary Plat

P & Z Commission Approval on Final Plat

City Commission Approval on Final Plat

Preconstruction Meeting Date: _____

Date Recorded: _____

General Comments: _____

CITY OF WESLACO
956-968-3181

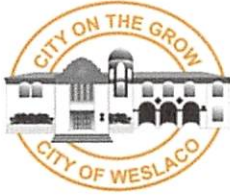
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OPER: NV TERM: 039
REF#:
PAID BY:

ACCT #: XXXX-XXXX-XXXX-5748
AUTH #: 00554D
TRAN #: 000000002252
TYPE: PURCHASE

TRAN: 207.0000 SUBDIVISION APPLICAT
SAN PEDRO
101-400-1025
SUBDIVISION FEES 355.00CR

TENDERED: 355.00 CREDIT CARD
APPLIED: 355.00-

CHANGE: 0.00



RECEIVED

AUG 22 2019

APPLICATION FOR SUBDIVISION VARIANCE

Planning &
Code Enforcement Dept.

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.

VAR19-00041

GENERAL INFORMATION

Name of Subdivision: SAN PEDRO ESTATES

(formerly Evergreen Estates)

Location: NORTHWEST CORNER OF MILANOS RD & MILE 6 1/2 NORTH

Legal Description: 20.00 AC. OUT OF FT 647 WEST TRACT SUBDIVISION VOL 2, PG 34-37, MRHCT

VARIANCE TYPE:

☐ Streetlights ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☒ Sanitary Sewer ☐ YES ☐ NO

Describe in detail the reason for the variance request:

THERE IS NO ACCESS TO BE ABLE TO EXTEND OFFSITE SEWER AND AFTER SPEAKING WITH MARCELO COSME
HE STATED THE CITY DID NOT WANT ANOTHER LIFT STATION AND THAT WE SHOULD PROPOSE OSSF.

☐ Fire Hydrants ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Drainage ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Minimum Lot Size ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☒ Other ANNEXATION ☐ YES ☐ NO

Describe in detail the reason for the variance request:

OWNER REQUESTS TO REMAIN IN COUNTY IN ORDER TO BETTER DEVELOP THE PROPERTY ACCORDING TO THE MARKET.

OWNER WILL INSTALL NEW WATER FACILITIES IN ACCORDANCE WITH CITY OF WESLACO STANDARDS.

OWNER INFORMATION

Owner's Name: HERIBERTO GARCIA Telephone: 956-463-7474

Address: 413 W. PIKE BLVD Fax: _____

City: WESLACO State: TX Zip: 78596 E-mail: _____

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: _____

Owner Signature: _____ Date: _____

MOORE LAND SURVEYING, LLC is the authorized agent

Authorized Agent Signature:  Date: 8/12/19

Authorized Agent Printed Name: DUSTIN MOORE, PE

#NUMBER

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF WESLACO AND
THE NORTH ALAMO WATER SUPPLY CORPORATION FOR
TEMPORARY UTILITY SERVICES TO A SPECIFIC WESLACO TRACT**

STATE OF TEXAS §

COUNTY OF HIDALGO §

The City of Weslaco ("Weslaco") and the North Alamo Water Supply Corporation ("NAWSC") for the consideration and purposes herein expressed enter into the following agreement for the temporary provision of potable water, and also wastewater service to property adjacent and adjoining Weslaco's city limits along Milanos Road, more particularly described as follows: 20.0 AC. OUT OF FARM TRACT 647, WEST & ADAMS TRACTS SUBDIVISION (PROPOSED SAN PEDRO ESTATES), hereafter referred to as *Farm Tract 647*, said property being in the northwest corner of the intersection of Milanos Road and Mile 6 ½ North; and,

WHEREAS, Weslaco is a home rule city located in Hidalgo County, Texas, and operates a potable water system and wastewater system in its service area under Certificates of Convenience and Necessity ("CCN") issued by the Texas Commission on Environmental Quality, and is in good standing with full power to enter into this Agreement and execute all required documents; and,

WHEREAS, NAWSC is a rural water supplier in Hidalgo County, Texas, and operates a potable water system and wastewater system in its service area under Certificates of Convenience and Necessity, and is in good standing with full power to enter into this Agreement and execute all required documents; and,

WHEREAS, NAWSC has requested assistance from the City of Weslaco to provide potable water and wastewater to the *Farm Tract 647* pending the NAWSC' striving diligently to provide such utility service(s) to the site; and,

WHEREAS, it is recognized that the temporary provision of potable water service, and wastewater service, to the subject adjoining site is in the public's best interests, too; and,

WHEREAS, it is the desire of Weslaco and NAWSC to provide for this interlocal governmental agreement by and through the appropriate resolutions of the respective parties setting out the agreement for the temporary provision of potable water system to the *Farm Tract 647* described above; and for Weslaco to provide sanitary sewer service to the same tract, pending NAWSC's extension of this service.

NOW, THEREFORE, Weslaco and NAWSC agree as follows:

- 1) Recitals. The parties agree and warrant that the above Recitals and Representation of the Parties are true and correct.
- 2) Term. The initial term of this Agreement, subject to the provisions herein for earlier termination, is eighteen (18) months for the provision of potable water service.

- 3) Compliance with Applicable Law. Potable water provided by Weslaco to the *Farm Tract 647* shall comply with the City of Weslaco's policies, building permit regulations, utility rates, and any applicable TCEQ or other applicable State laws and requirements.
- 4) Notices. Any notice or communications required or permitted to be given hereunder of a nature that requires City notification shall be sufficiently given by electronic transmission or by hand delivery to:

CITY OF WESLACO
Attention: City Manager
255 S. Kansas St.
Weslaco, Texas 78596
Telephone: (956) 968-3181
Fax: (956) 968-6717

NORTH ALAMO WSC
Attention: General Manager
420 S. Doolittle Rd.
Edinburg, Texas 78542
Telephone: (956) 383-1618
Fax: (956) 383-1372

- 5) Entire Agreement. This Agreement constitutes the entire agreement, both written and oral, between Weslaco and NAWSC, with respect to temporary utility service as cited herein.

IN WITNESS WHEREOF, this Agreement is executed on behalf of City of Weslaco and NAWSC.

Executed on the ____ day of _____, 2019.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

NAWSC

BY: _____
Steven Sanchez,
General Manager

ATTEST:

Print Name:
City Secretary

DRAINAGE STATEMENT
FOR
SAN PEDRO ESTATES
(FKA EVERGREEN ESATES)

SEPTEMBER 2019



Prepared by:

Moore Land Surveying, LLC

14216 Palis Drive,
La Feria, TX 78559

(956)245-0988

TBPLS Firm No. 10194186
TBPE Firm No. 19190

DRAINAGE STATEMENT SAN PEDRO ESTATES

05 SEPTEMBER 2019

San Pedro Estates is a 20.00 ac. tract of land inside the ETJ of the City of Weslaco. The property is located on the northwest corner of the intersection of Milanos Rd. and West Mile 6 1/2 North. The property is being developed into sixteen (16) lots to be developed into single family residential lots ranging from 1.29 ac. To 0.505 ac. The property currently has an existing house on the south east corner where Lot 12 will be and the rest is undeveloped in row crop production, the time of concentration was calculated using the velocity for "Minimum Tillage" per the City of Weslaco's request because it produces a more conservative detention volume. The subdivision lies in Zone "X-Shaded" according to FEMA's Flood Insurance Rate Map, Community Panel No. 480334 0450 C, Effective June 6, 2000 and Revised May 30, 2002, December 24, 2015, and October 5, 2018. Zone "X-Shaded" is an "area between the limits of the 100 and 500-year flood plain with depths less than one foot". The plat will call for the structure's finished floor elevation to be at elevation 80.50 ft. or 24" above natural ground whichever is higher in order to ensure the finished floor elevation is above the 100-year flood plain in order to mitigate flood damage.

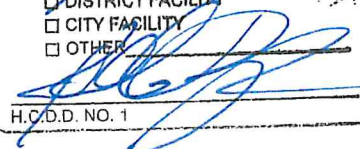
The soils are 71% Hidalgo Sandy Clay Loam (28), 16% Racombes Sandy Clay Loam (48), and 13% Hidalgo Fine Sandy Loam (25), all of which are in hydrologic soil group "B" with moderate infiltration. (See excerpts from "Soil Survey of Hidalgo County, Texas")

Existing runoff of the land is by surface flow in a northeasterly direction into the borrow ditch along Milanos Rd., where it flows north along Milanos Rd. for 1320' to the northeast corner of the property, thence through an 18" RCP culvert across Milanos Road to the east, thence into a Hidalgo County Drainage District No. 1 Ditch, thence south to the Arroyo Colorado, thence to the Laguna Madre. It has an existing runoff of 10.00 CFS during the 10-year storm frequency as per the attached calculations.

The proposed drainage for San Pedro Estates shall consist of allowing runoff to continue to surface flow from the rear of the lots to the front of the lots in a northeasterly direction and into the borrow ditch along W. Mile 6 1/2 North and Milanos Road where it flows north along Milanos Rd. for 1320' to the northeast corner of the property, thence through an 18" RCP culvert across Milanos Road to the east, thence into a Hidalgo County Drainage District No. 1 Ditch, thence south to the Arroyo Colorado, thence to the Laguna Madre. Per the City of Weslaco Drainage Policy, storage large enough to detain the post development 50-year event runoff (29.75 CFS) while discharging the pre-developed 10-year event (10.00 CFS) is required. For this site, the event that requires the largest volume to be detained is the 1 hour storm event and the increase in runoff and rate at which the storm water is detained is 19.75 CFS. Based on the attached calculations, the existing drain ditch along north property line will be re-graded and widened which will provide 74,250 CF of detention which is more than the 71,693 CF or 1.65 Ac.-Ft of detention that is required as per the attached calculations. The volume of water detained was calculated assuming a water surface elevation of 74.50, which is assuming that the ditch is flowing full. but overtopping the banks. Run-off and detention were calculated assuming each lot would be single family residential.



By: Dustin Moore, PE Date: 5/28/19

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☐ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☐ CITY FACILITY	
☐ OTHER	
	
H.C.D.D. NO. 1	DATE <u>05/25/2019</u>

SAN PEDRO ESTATES
Drainage Calculations
9/5/2019

Pre-developed Conditions

Area = 20.00 AC
 "C" = 0.20 (10) YR
 Tc = 97 MIN 2.50 (110)=IN/HR
 Q10pre = 10.00 CFS

** The proposed lot will conservatively have 5,000 SF or .11 Ac. of improvements.
 These improvements will include a driveway, sidewalks, house, and porches, with the remainder of the lot consisting of landscape, lawn, and light brush.

**"C" = $0.80((0.11*16)/20) + .20(18.24/20) = .25$

SINCE 0.35 OFF OF RUNOFF COEFFICIENT CHART IS MORE CONSERVATIVE, IT WILL BE USED.

Developed Conditions

			Detention...50 year storm				
C FACTOR	STORM		DRAINAGE	INFLOW RATE	RELEASE RATE	STORAGE RATE	STORAGE REQ'D
	DURATION		AREA	Q1=CIA	Qo	Q1-Qo	1/12(Q1-Qo)xT
	T (HR)	I (IN/HR)	A (AC)	(CFS)	(CFS)	(CFS)	(AC-FT)
0.35	0.08	13.50	20.00	94.50	10.00	84.50	0.563
0.35	0.17	11.00	20.00	77.00	10.00	67.00	0.949
0.35	0.25	9.00	20.00	63.00	10.00	53.00	1.104
0.35	0.33	8.00	20.00	56.00	10.00	46.00	1.265
0.35	0.50	6.50	20.00	45.50	10.00	35.50	1.479
0.35	0.67	5.25	20.00	36.75	10.00	26.75	1.494
0.35	0.83	4.75	20.00	33.25	10.00	23.25	1.608
0.35	1.00	4.25	20.00	29.75	10.00	19.75	1.646
0.35	1.50	3.25	20.00	22.75	10.00	12.75	1.594
0.35	2.00	2.75	20.00	19.25	10.00	9.25	1.542
0.35	3.00	1.90	20.00	13.30	10.00	3.30	0.825
0.35	4.00	1.50	20.00	10.50	10.00	0.50	0.167
Detention required =		1.646 Ac.-Ft.		71,692.500 CF			

TIME OF CONCENTRATION

A) FOR OVERLAND FLOW: $TII = \frac{1.8*(1.1 - C)*SQRT(L)}{CUBEROOT(S)}$

$\frac{1.8*(1.1-.20)*SQRT(1225')}{CUBEROOT(0.2\%)}$ Tc=97 MIN

***Run-off and detention were calculated assuming each lot would be single family residential.

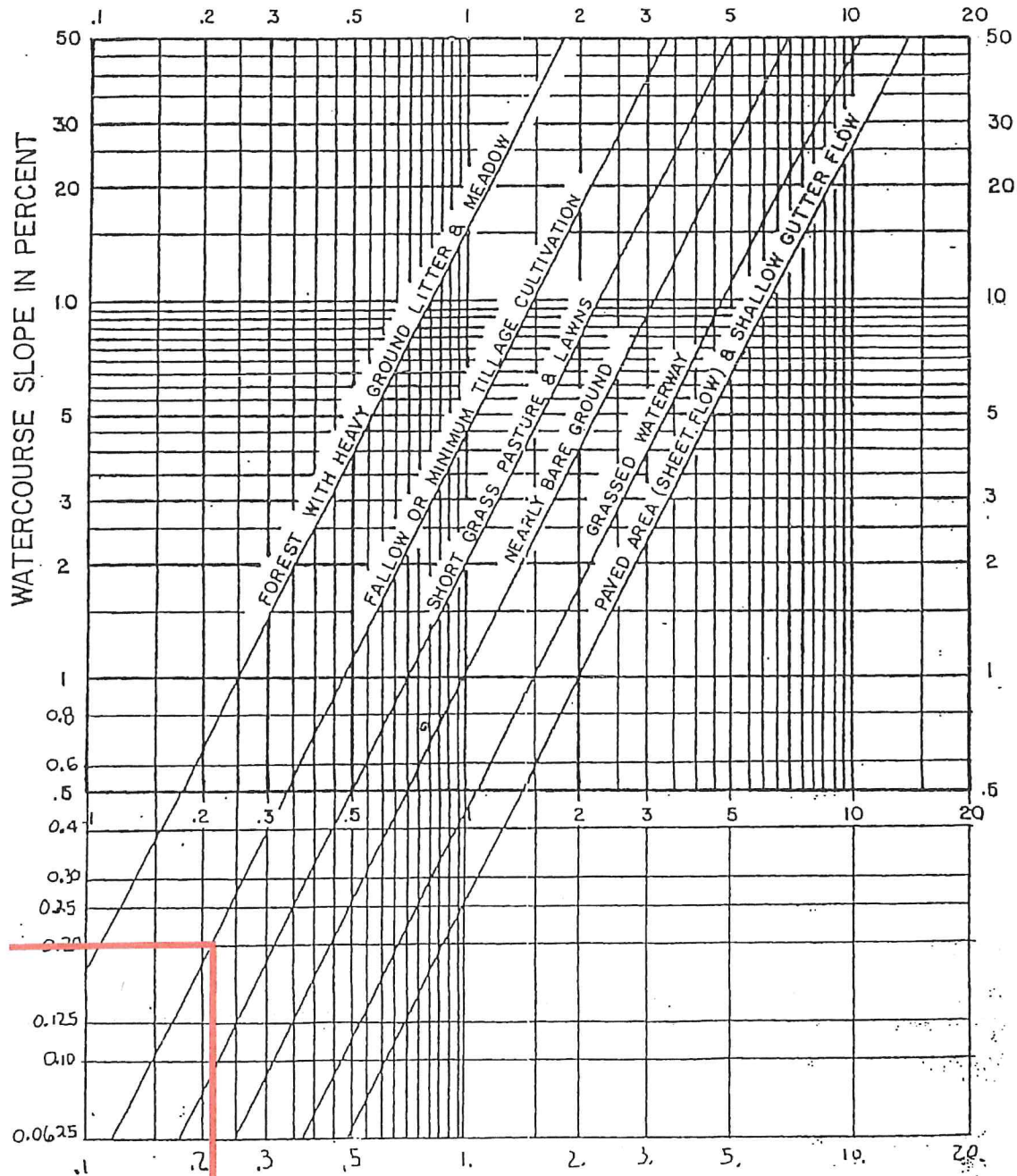


[Handwritten signature] 5/28/19

RATIONAL METHOD RUNOFF COEFFICIENTS

<u>Description of Area</u>	<u>Runoff Coefficients</u>	
Business:		
Downtown areas	0.70 to 0.95	
Neighborhood areas	0.50 to 0.70	
Residential:		
Single-family areas	0.35 to 0.50	0.35
Multi units, detached	0.40 to 0.60	
Multi units, attached	0.60 to 0.75	
Residential (1/2 acre lots or more)	0.30 to 0.45	
Apartment dwelling areas	0.50 to 0.70	
Industrial:		
Light areas	0.50 to 0.80	
Heavy areas	0.60 to 0.90	
Parks, cemeteries	0.10 to 0.25	
Playgrounds	0.20 to 0.35	
Railroad yard areas	0.20 to 0.40	
Unimproved areas	0.10 to 0.30	0.20

<u>Character of surface</u>	<u>Runoff Coefficients</u>	
Streets:		
Asphaltic	0.70 to 0.95	
Concrete	0.80 to 0.95	
Drives and Walks	0.75 to 0.85	
Roofs	0.75 to 0.95	
Lawns, Sandy Soil:		
Flat, 2%	0.05 to 0.10	
Average, 2 to 7%	0.10 to 0.15	
Steep, 7%	0.15 to 0.20	
Lawns, Heavy Soil:		
Flat, 2%	0.15 to 0.20	
Average, 2 to 7%	0.20 to 0.25	
Steep, 7%	0.25 to 0.35	



0.21 FPS

VELOCITY, V (FT/SEC)

2-85

BRIDGE DIVISION HYDRAULIC MANUAL

2 - 24

S=0.20%

D=1225'

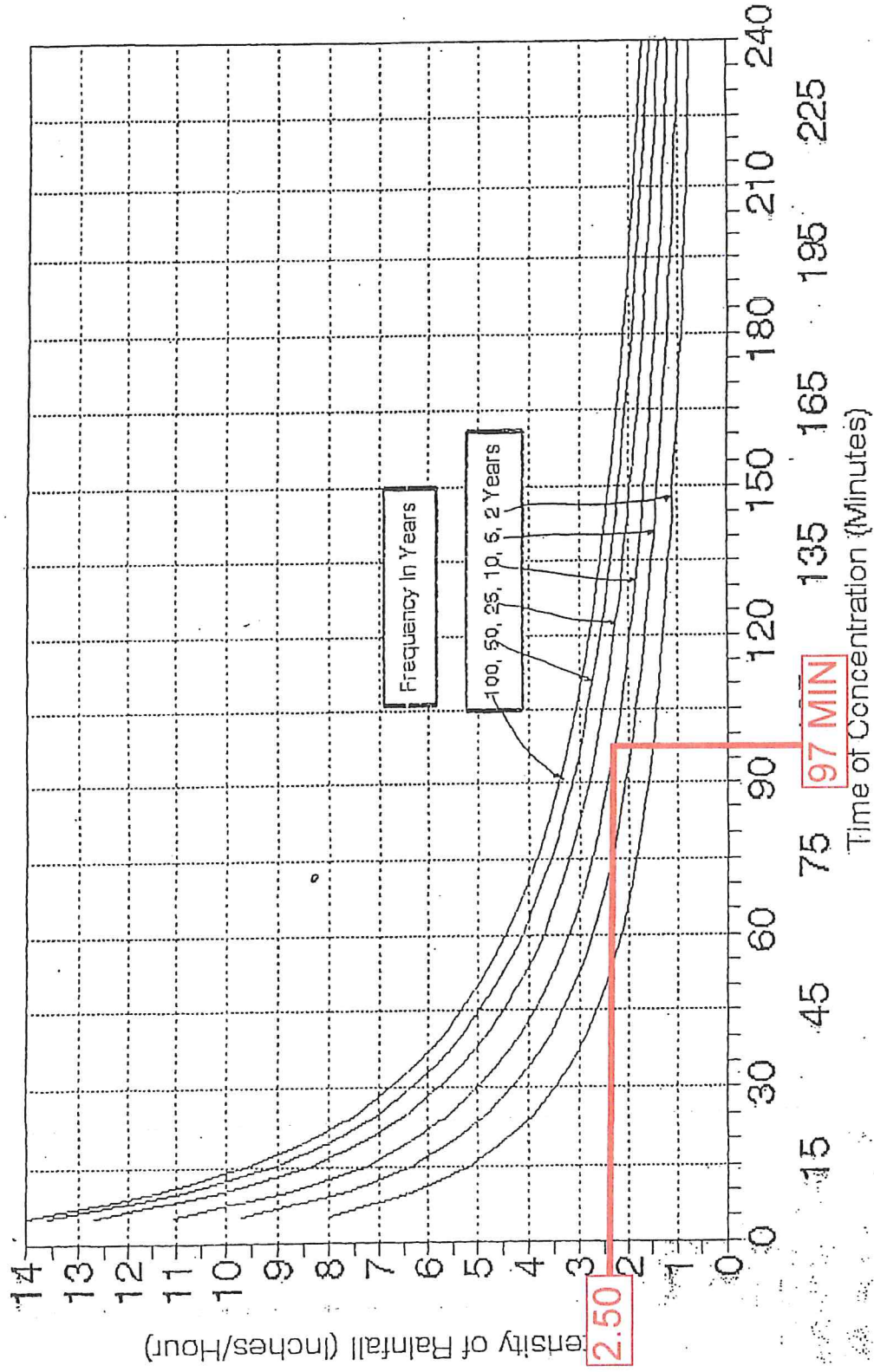
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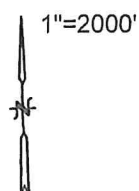
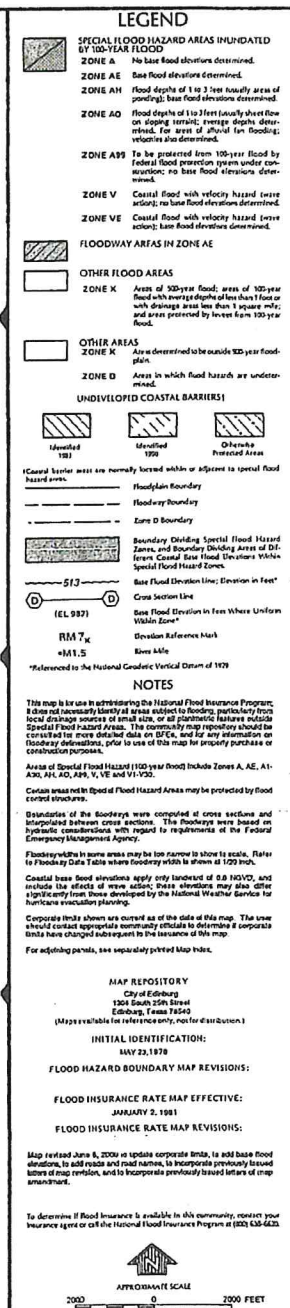
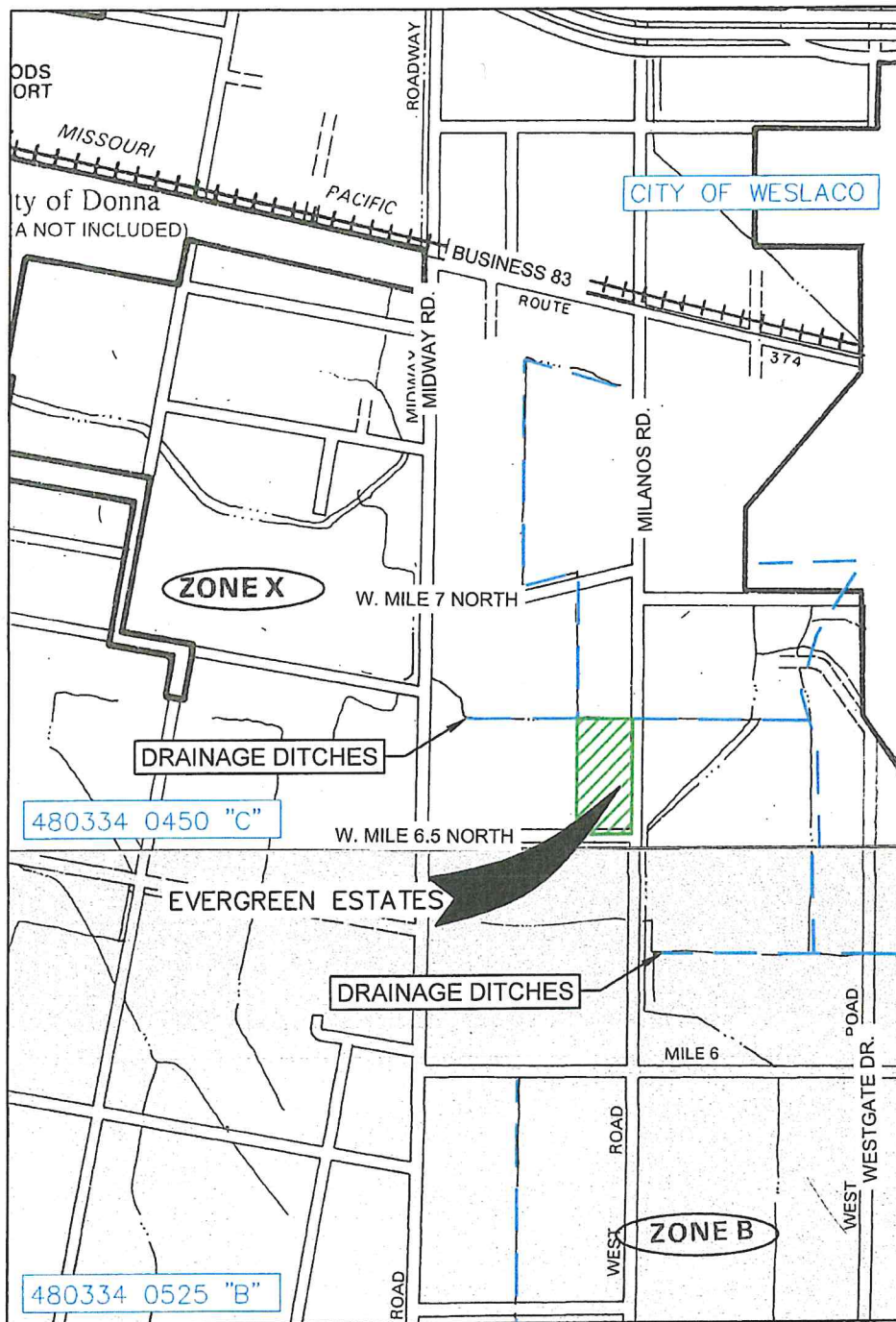
$V=D/T \Rightarrow T=D/V \Rightarrow T=(1225') / (0.21 \text{ FPS})$

T= 5833 S $\Rightarrow$ 97 MIN

Rainfall Intensity for Hidalgo County

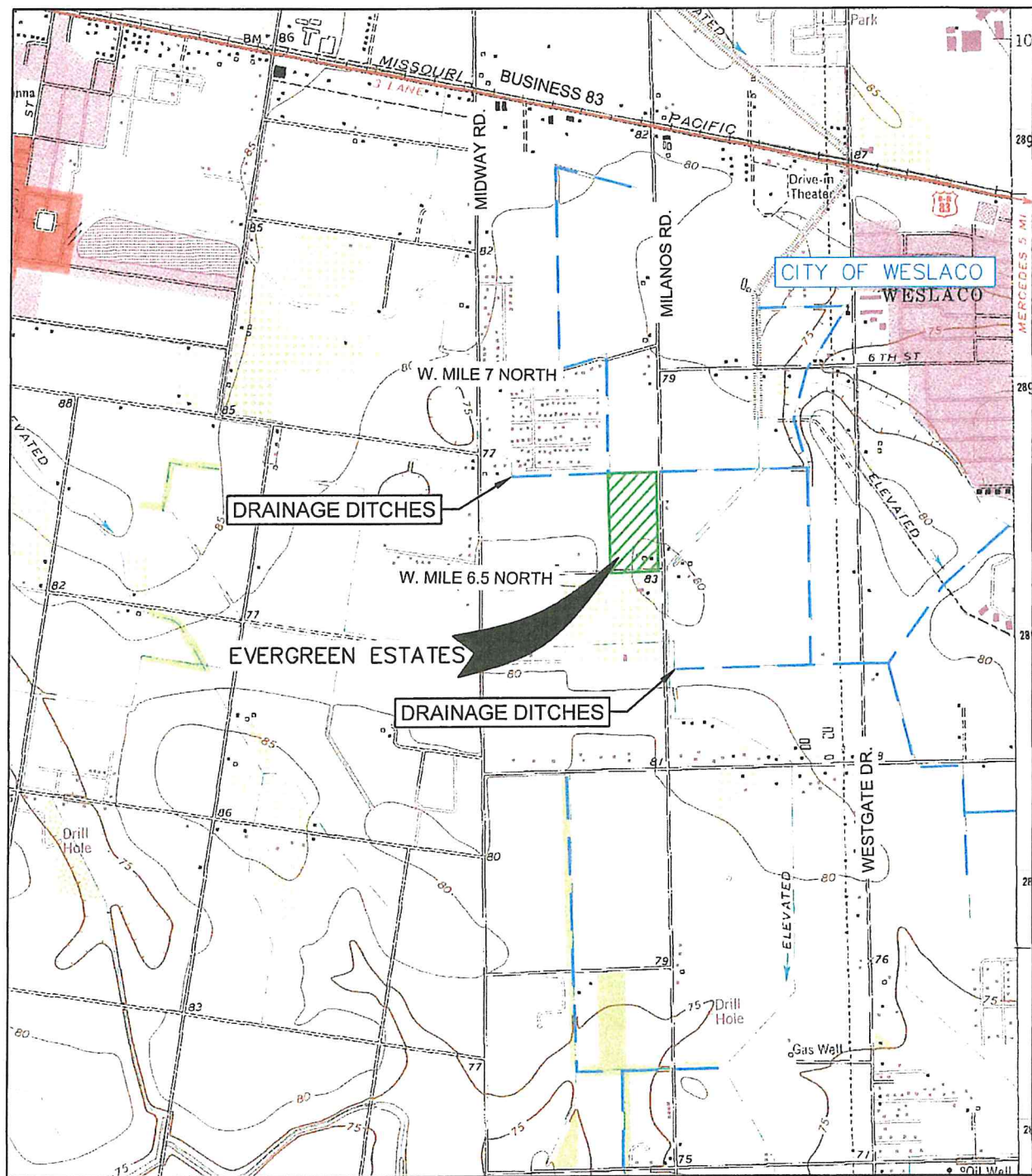
Based on NWS Tech Paper No. 40





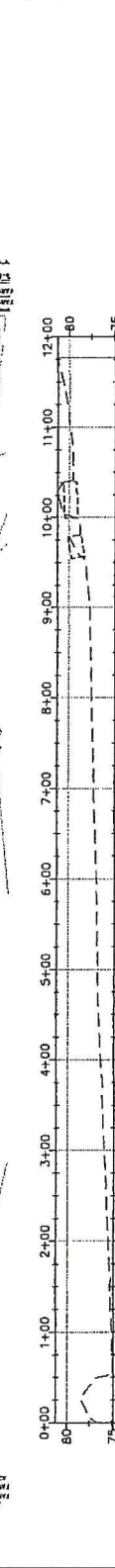
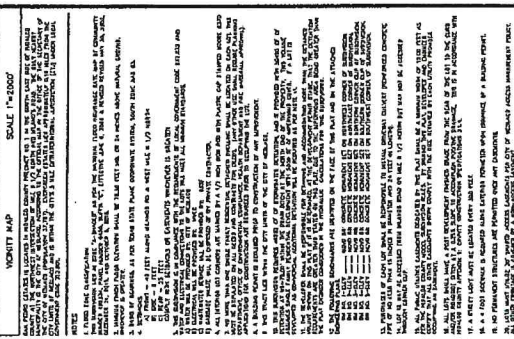
**Moore Land
Surveying, LLC**

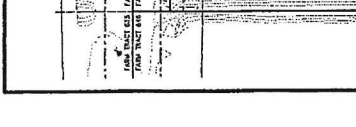
14216 Palis Drive, La Feria, TX 78559
(956)245-0988 TBPLS Firm No. 10194186
(956)245-4651 TBPE Firm No. 19190



Moore Land Surveying, LLC

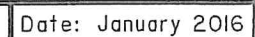
14216 Palis Drive, La Feria, TX 78559
 (956)245-0988 TBPLS Firm No. 10194186
 (956)245-4651 TBPE Firm No. 19190

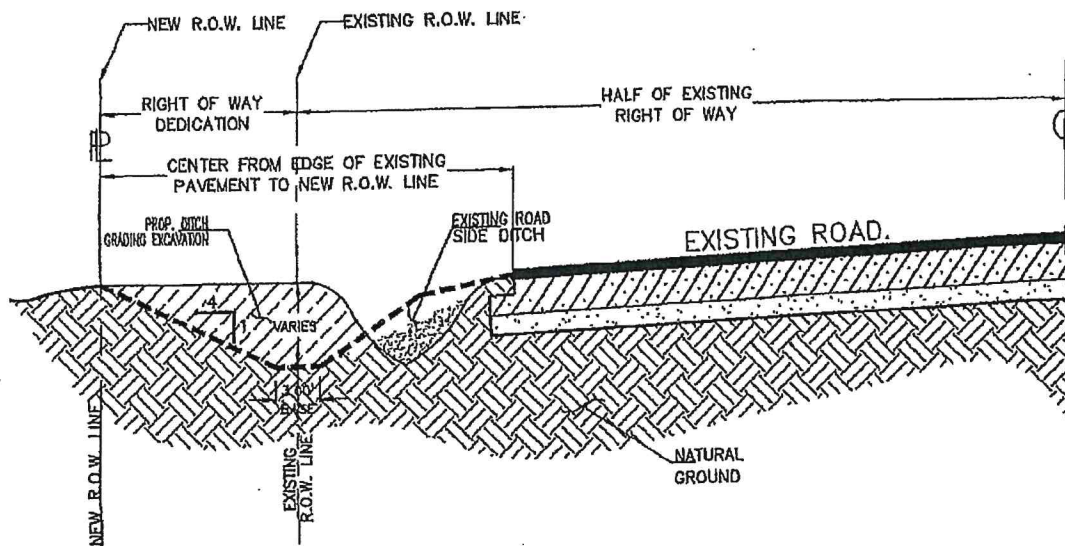




UNION ASSOCIATION

[illegible]





RECONSTRUCTION OF ROAD SIDE DITCH



HIDALGO COUNTY PLANNING DEPARTMENT

1304 S. 25 TH. STREET
 EDINBURG TX, 78539
 TEL: (956) 318-2840 ★ FAX: (956) 318-2844

RE CONSTRUCTION OF COUNTY ROAD SIDE DITCH

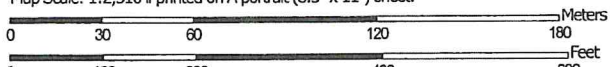
SCALE: N.T.S.	
DATE: 11-28-2016	
CHECKED BY: T.J.	
DRAWN BY: J.TOVAR	PLATE No. : 9.37

Hydrologic Soil Group—Hidalgo County, Texas (EVERGREEN ESTATES)



Soil Map may not be valid at this scale.

Map Scale: 1:2,310 if printed on A portrait (8.5" x 11") sheet.



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

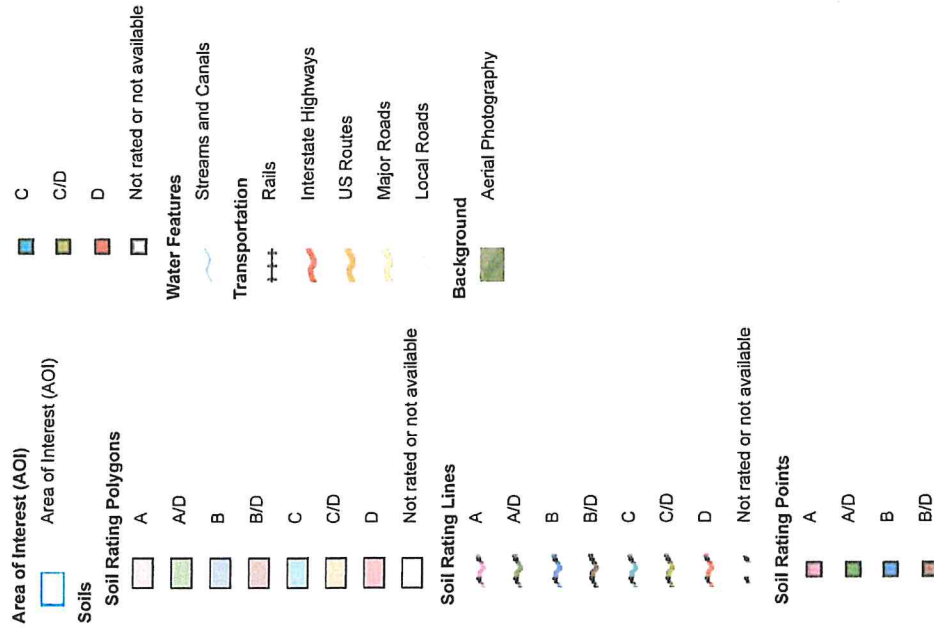


Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

7/24/2019
Page 1 of 4

MAP LEGEND



MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 17, Sep 15, 2018

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

Date(s) aerial images were photographed: Sep 20, 2015—Nov 5, 2017

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.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
25	Hidalgo fine sandy loam, 0 to 1 percent slopes	B	2.6	13.3%
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	B	14.1	71.2%
48	Racombes sandy clay loam	B	3.1	15.5%
Totals for Area of Interest			19.8	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

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

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

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

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

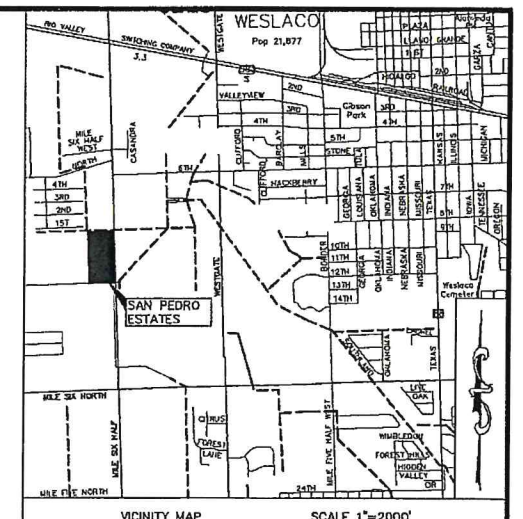
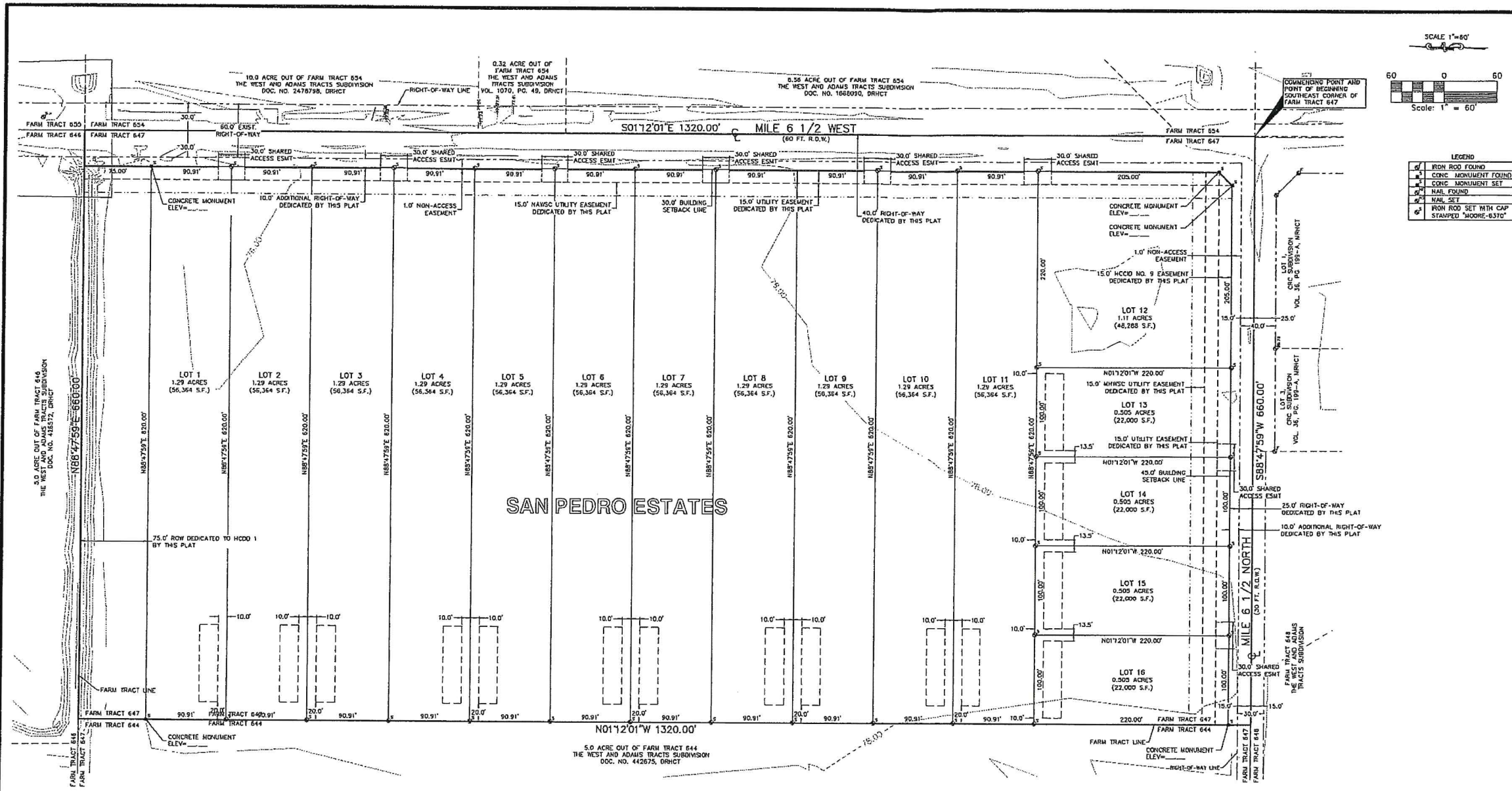
If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



OWNERS' DEDICATION, CERTIFICATION, AND ATTESTATION

I, HERIBERTO GARCIA, AS OWNER OF THE 20.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "SAN PEDRO ESTATES" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE, 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENT OF STATE STANDARDS;

(C) ELECTRIC CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

HERIBERTO GARCIA
PO BOX 738
WESLACO, TX 78593

STATE OF TEXAS
COUNTY OF CAMERON

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED HERIBERTO GARCIA, PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSES TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE _____ DAY OF _____, 201____.

NOTARY PUBLIC IN AND FOR
CAMERON COUNTY, TEXAS

BENCHMARKS
NATIONAL GEODETIC SURVEY BENCHMARK
DESIGNATION 01422/PD AB0305
ELEV. 52.44' (DATA IS HAND SET)
A STAINLESS STEEL ROD LOCATED APPROXIMATELY 1.85 MILE EAST OF LA PERA AT THE NORTHEAST CORNER OF WESLACO CEMETERY ON THE SOUTH SIDE OF U.S. BUSINESS 83.

HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9.

DATED THIS _____ DAY OF _____, 2019.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCD #9 RIGHT-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCD #9.

2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

3. HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCCD #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED THIS WILL NOT BE AT THE DISTRICT'S EXPENSE.

4. HCCD #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

DRAINAGE DISTRICT NO. 1

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 49.21(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 ENGINEERS TO MAKE THESE DETERMINATIONS.

RAUL E. SESIN, PE, CFM
GENERAL MANAGER

CITY OF WESLACO

I, THE UNDERSIGNED, MAYOR 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.

MAYOR, CITY OF WESLACO, TEXAS _____ DATE _____

SECRETARY, CITY OF WESLACO, TEXAS _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

THIS SUBDIVISION PLAT OF "SAN PEDRO ESTATES" 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 _____ DAY OF _____, A.D. 2019

CHAIRMAN _____

MILITARY HIGHWAY WATER SUPPLY CORPORATION

THIS PLAT OF "SAN PEDRO ESTATES" HAS BEEN SUBMITTED TO AND CONSIDERED BY MILITARY HIGHWAY WATER SUPPLY CORPORATION OF CAMERON COUNTY, AND IS HEREBY APPROVED BY SUCH WATER SUPPLY CORPORATION AND WE HEREBY CERTIFY THAT POTABLE WATER IS AVAILABLE UPON REQUEST TO "SAN PEDRO ESTATES".

DATED THIS _____ DAY OF _____, A.D. 2019

APPROVED BY: ANADRO SALINAS

SURVEYORS CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

CODY MICHAEL MOORE, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6370

DATE _____

ENGINEERS CERTIFICATE

I, DUSTIN MOORE, THE UNDERSIGNED, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, THE DESIGN FOR WATER AND SANITARY SEWER MEETS MINIMUM STATE STANDARDS.

DUSTIN MOORE, P.E.
TEXAS REGISTRATION NO. 119107

DATE _____

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: HERIBERTO GARCIA	2010 MEXICO AVE	WESLACO, TX 78596	(956) 314-9553
ENGINEER: DUSTIN MOORE, P.E.	14216 PALIS DR	LA PERA, TX 78559	(956) 243-4857
SURVEYOR: CODY MOORE, R.P.L.S.	14216 PALIS DR	LA PERA, TX 78559	(956) 243-4857

METES AND BOUNDS DESCRIPTION

BEING 20.00 ACRES OUT OF FARM TRACT 647 WEST TRACT SUBDIVISION OF (LAHO GRANDE GRANT HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING THE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 3202538, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, SAID 20.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL SET AT THE INTERSECTION OF MILE 6 1/2 NORTH AND MALANO'S ROAD BEING THE SOUTHEAST CORNER OF FARM TRACT 647, FOR THE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED:

1) THENCE SOUTH 88°47'59" WEST A DISTANCE OF 660.00 FEET FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

2) THENCE NORTH 01°12'01" WEST AT A DISTANCE OF 1320.00 FEET FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

3) THENCE NORTH 88°47'59" EAST AT A DISTANCE OF 660.00 FEET FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

4) THENCE SOUTH 01°12'01" EAST A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20.00 ACRES OF LAND WITHIN THESE METES AND BOUNDS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

BY: _____ DEPUTY

NOTES

1. FLOOD ZONE CLASSIFICATION
THIS SUBDIVISION LIES IN ZONE "X-1" SHOWN AS PER THE NATIONAL FLOOD INSURANCE RATE MAP OF COMMUNITY NUMBER 480334, PANEL NUMBER 5454, SHEET "C", EFFECTIVE JUNE 8, 2000 & REVISED MAY 30, 2007, DECEMBER 31, 2015, AND OCTOBER 5, 2016.

2. MINIMUM FINISH FLOOR ELEVATION SHALL BE 79.50 FEET WSL OR 24 INCHES ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

3. BASIS OF ELEVATIONS: AS PER TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE MAG 83

4. SETBACKS
A) FRONT = 40 FEET ALONG MALANO'S RD & WEST MILE 6 1/2 NORTH
B) SIDE = 5 FEET
C) REAR = 25 FEET
COMPLY WITH SETBACKS OR EASEMENTS WHICHEVER IS GREATER

5. THIS SUBDIVISION IS IN COMPLIANCE WITH THE REQUIREMENTS OF LOCAL GOVERNMENT CODE 232.032 AND WATER AND ELECTRICAL CONNECTIONS TO THE LOTS WILL MEET ALL MINIMUM STANDARDS.

A) WATER WILL BE PROVIDED BY: CITY OF WESLACO
B) ELECTRICAL WILL BE PROVIDED BY: WEEC
C) WASTEWATER SERVICE WILL BE PROVIDED BY: OSSF
D) GARBAGE WASTE WILL BE DISPOSED OF BY PRIVATE CONTRACTOR

6. ALL INTERIOR LOT CORNERS ARE MARKED BY A 1/2" HIGH WOOD ROD WITH PLASTIC CAP STAMPED MOORE 6370

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

8. A BUILDING PERMIT IS REQUIRED PRIOR TO CONSTRUCTION OF ANY IMPROVEMENT.

9. THIS TRACT LIES WITHIN THE CITY LIMITS OF THE CITY OF WESLACO.

10. THIS SUBDIVISION REQUIRES 31663 LBS OF STORMWATER DETENTION, AND IS PROVIDED WITH 24350 CF OF DETENTION AT 95%-74.50' WITHIN THE DRAIN DITCH AT THE NORTH END OF THE PROPERTY. THIS VOLUME ASSURES SINGLE FAMILY RESIDENTIAL DEVELOPMENT WITH 5000 SF OF IMPERVIOUS COVER. IF A LOT IS DEVELOPED AS COMMERCIAL, ADDITIONAL DETENTION WILL BE REQUIRED AS PER NOTE 11.

11. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE DEVELOPMENT PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

12. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THIS PLAT AND ON THE ATTACHED ENGINEERING PLANS:
BM NO. 1-ELEV _____ NVD 88: CONCRETE MONUMENT SET ON NORTHEAST CORNER OF SUBDIVISION.
BM NO. 2-ELEV _____ NVD 88: CONCRETE MONUMENT SET ON NORTHEAST CORNER OF SUBDIVISION.
BM NO. 3-ELEV _____ NVD 88: CONCRETE MONUMENT SET ON NORTHEAST CORNER CLIP OF SUBDIVISION.
BM NO. 4-ELEV _____ NVD 88: CONCRETE MONUMENT SET ON SOUTHWEST CORNER CLIP OF SUBDIVISION.
BM NO. 5-ELEV _____ NVD 88: CONCRETE MONUMENT SET ON SOUTHWEST CORNER OF SUBDIVISION.

13. PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CURB (REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH).

14. LOT 12 MAY BE ACCESSED FROM MALANO'S ROAD OR MILE 6 1/2 NORTH BUT MAY NOT BE ACCESSED THROUGH CORNER CLIP.

15. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

16. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 2% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 33.4.

17. A STREET LIGHT MUST BE LOCATED EVERY 300 FEET.

18. A 4 FOOT SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON ISSUANCE OF A BUILDING PERMIT.

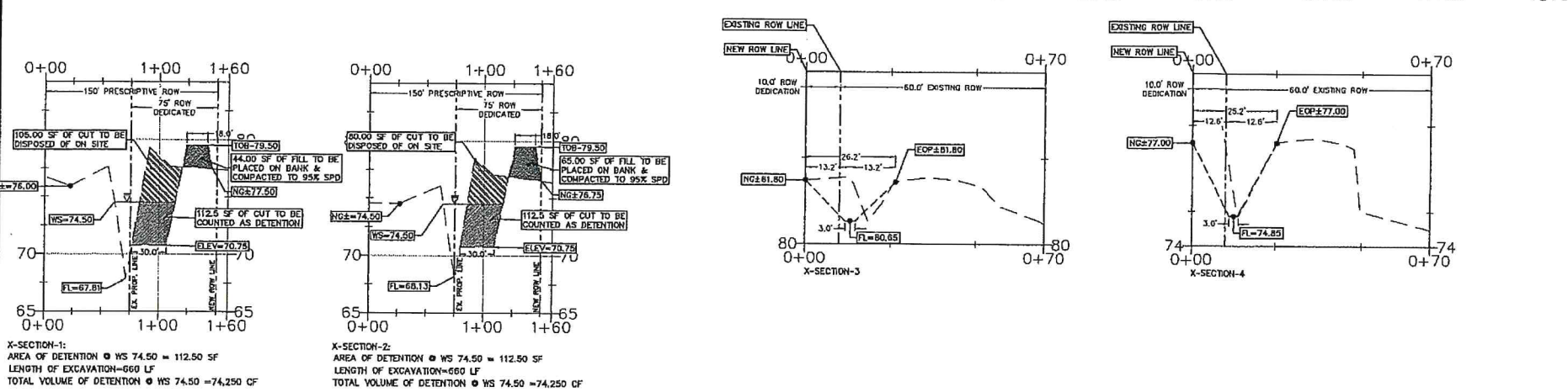
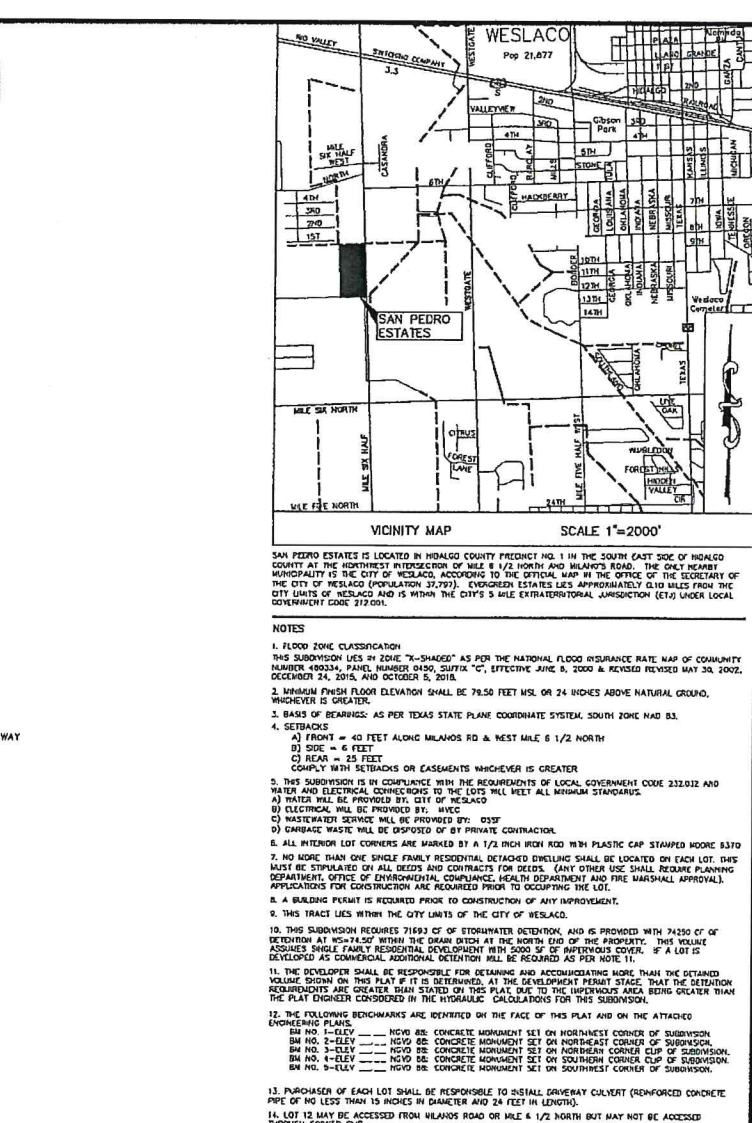
19. NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS.

20. LOTS MUST MAINTAIN 30' SHARED ACCESS EASEMENTS PER CITY OF WESLACO ACCESS MANAGEMENT POLICY. ALL OTHER FRONTAGE IS COVERED BY A NON-ACCESS EASEMENT.

FINAL PLAT OF:
SAN PEDRO ESTATES
20.00 ACRES OF LAND BEING ALL OF FARM TRACT 647, THE WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 2, PAGE 34, THROUGH 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

FOR: HERIBERTO GARCIA
DATE: 1 JULY 2019
ENGINEER/SURVEYOR: _____ JOB NO: 56013

Moore Land Surveying, LLC
14216 Palis Drive, La Pera, TX 78559
(956) 243-4857 (956) 243-4857
(956) 243-4857 (956) 243-4857
SHEET 1 OF 1



TOTAL VOLUME OF DETENTION IN DITCH=74,250 CF @ WS ELEV=74.5'		BENCHMARK		PRINCIPAL CONTACTS:	
SCALE		NATIONAL GEODETIC SURVEY BENCHMARK		NAME	
HORIZONTAL: 1"=40'		DESIGNATION 01422/78 AB1305 ELEV. 52.49' (DATUM IS NAVD 83)		OWNER: JOSE LUIS GARCIA	
VERTICAL: 1"= 6'		A STAINLESS STEEL ROD LOCATED APPROXIMATELY 1.85 MILE EAST OF LA FERIA AT THE NORTHEAST CORNER OF PEELMANN CEMETERY, ON THE SOUTH SIDE OF U.S. BUSINESS 83.		ENGINEER: DUSTIN MOORE, PE	
				SURVEYOR: CODY MOORE, RP/LS	
				ADDRESS	
				2010 MEXICO AVE.	
				14216 PALIS DR	
				14216 PALIS DR	
				CITY & ZIP	
				MESA LAGO, TX 76959	
				PHONE	
				(956) 314-9553	
				(956) 245-4651	
				(956) 245-4651	

[illegible]

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

PRELIMINARY - THIS DOCUMENT SHALL

PRELIMINARY PLAT OF:
SAN PEDRO ESTATES
20.00 ACRES OF LAND BEING ALL
OF FARM TRACT 647
THE WEST AND ADAMS TRACTS SUBDIVISIONS
HIDALGO COUNTY, TEXAS, ACCORDING TO
MAP THEREOF RECORDED IN VOLUME
PAGE 34, THROUGH 37, MAP RECORDS
HIDALGO COUNTY, TEXAS.

PRELIMINARY - THIS DOCUMENT SHALL
NOT BE RECORDED FOR ANY PURPOSE

CODY MICHAEL MOORE, R.P.L.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6170

DATE

STATE OF TEXAS
REGISTERED
CODY MICHAEL MOORE
6370
PROFESSIONAL
LAND SURVEYOR

ENGINEER/SURVEYOR:
Moore Land
Surveying, LLC

14216 Palis Drive, La Feria, TX 78559
(956)245-0988 TBPLS Firm No. 10194186

Rebekah M. De La Fuente

From: Rebekah M. De La Fuente
Sent: Thursday, August 1, 2019 3:25 PM
To: DUSTIN MOORE
Cc: Kayla A. Arevalo
Subject: Evergreen Estates

Good Afternoon:

Please see comments below from each department:

Planning:

1. Include metes and bounds description of the property
2. Add Plat Note: Streetlight must be located every 300 feet
3. Add Plat Note: No permanent structures are permitted over any easements.
4. Add Plat Note: A 4 ft. sidewalk is required along exterior perimeter upon the issuance of a building permit.
5. All subdivisions located within the city's extraterritorial jurisdiction and connected to one or more of the city utilities, must request *annexation* to the city prior to the approval of the final subdivision plat.

Engineering:

1. Utility Sheet
 - a. Water is provided by NAWSC (Marcelo must confirm)
 - b. Plat note for Sewer states City of Weslaco, if OSSF is proposed please add [lat note denoting this.
2. Drainage Sheet
 - a. Swales, grading and minimum house area, as per drainage report, must be shown on plat.
 - b. Flow arrows are needed
 - c. If 0.35 development coefficient is used, at least 1.96 ac-ft must be detained and released at a rate of 11.72 cfs. On-site detention must be provided or a variance is needed for off-site.
3. Access Management for each lot must be shown, a plat note must be provided for this as well.

Remove plat note 13 and 16

Fire:

Hydrant location appears to be adequate

Please clarify if using 8 inch or 6 inch pipe for new water line (6 inch noted in notes)

All water mains shall be looped to provide adequate water supply (minimum 6 inch)

Once you have revised the plat please resubmit a PDF copy so review by staff. Once staff has cleared the subdivision you will be able to formal submit the subdivision application.

Thank you,

Rebekah de la Fuente, CFM
Assistant Planning & Code Enforcement Director

City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596
Ph: (956) 447-3401
Fax: (956) 973-3128



Rebekah M. De La Fuente

From: Rebekah M. De La Fuente
Sent: Thursday, September 19, 2019 10:43 AM
To: 'DUSTIN MOORE'
Subject: RE: SAN PEDRO ESTATES (FKA EVERGREEN ESTATES)

Good Morning,

Below are the comments from the departments below please resubmit a new PDF. Marcelo Cosme, Public Works is requesting a phone call regarding the interlocal.

Planning Comments:
All comments have been addressed.

Engineering Comments:

1. Detention of this subdivision must be at least 2.1 ac-ft
2. Access easements must have a hammerhead for maneuvering in and out of lots.
3. Off-site Variance must be applied for, for off-site drainage prior to issuance of building permits.

Fire Comments:

1. They have not addressed our comment about looping the fire hydrant water line.

Utility Comments:
Need water tie in details included with interlocal

Thank you,

Rebekah de la Fuente, CFM
Assistant Planning & Code Enforcement Director

City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596
Ph: (956) 447-3401
Fax: (956) 973-3128
rdelafuente@weslacotx.gov



From: DUSTIN MOORE <d.moorelandsurveying@gmail.com>
Sent: Thursday, September 5, 2019 5:00 PM
To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Subject: SAN PEDRO ESTATES (FKA EVERGREEN ESTATES)

Rebekah,

Attached are the revisions to the subdivision and drainage report that has been submitted to HCDD No. 1 also. Also attached is the inter-local Marcelo gave me that has been provided to NAWSC for review as well in regards to City of Weslaco providing the water.

Let me know if y'all have any questions or comments.

-Dustin Moore

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Greg Kerr, Mayor Pro-Tem, District 2
Leo Muñoz, Commissioner, District 1
Jose "J.P." Rodriguez, Commissioner, District 3
, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

INTERNAL MEMO

DATE: July 30, 2019

TO: Zenaida Guerrero, Engineer I
Pete Garcia, Public Works Director/ Marcelo Cosme
Chris Sanchez, Fire Marshal/Mike Swinnea
Rolando Gonzalez, Building Official
Police Chief Joel Rivera, Police Department/ Eric Hernandez

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

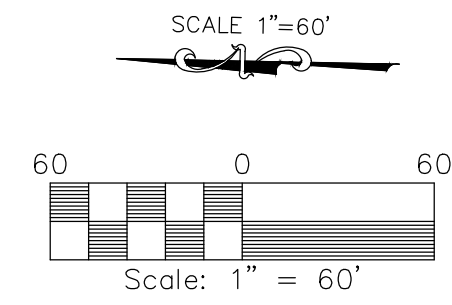
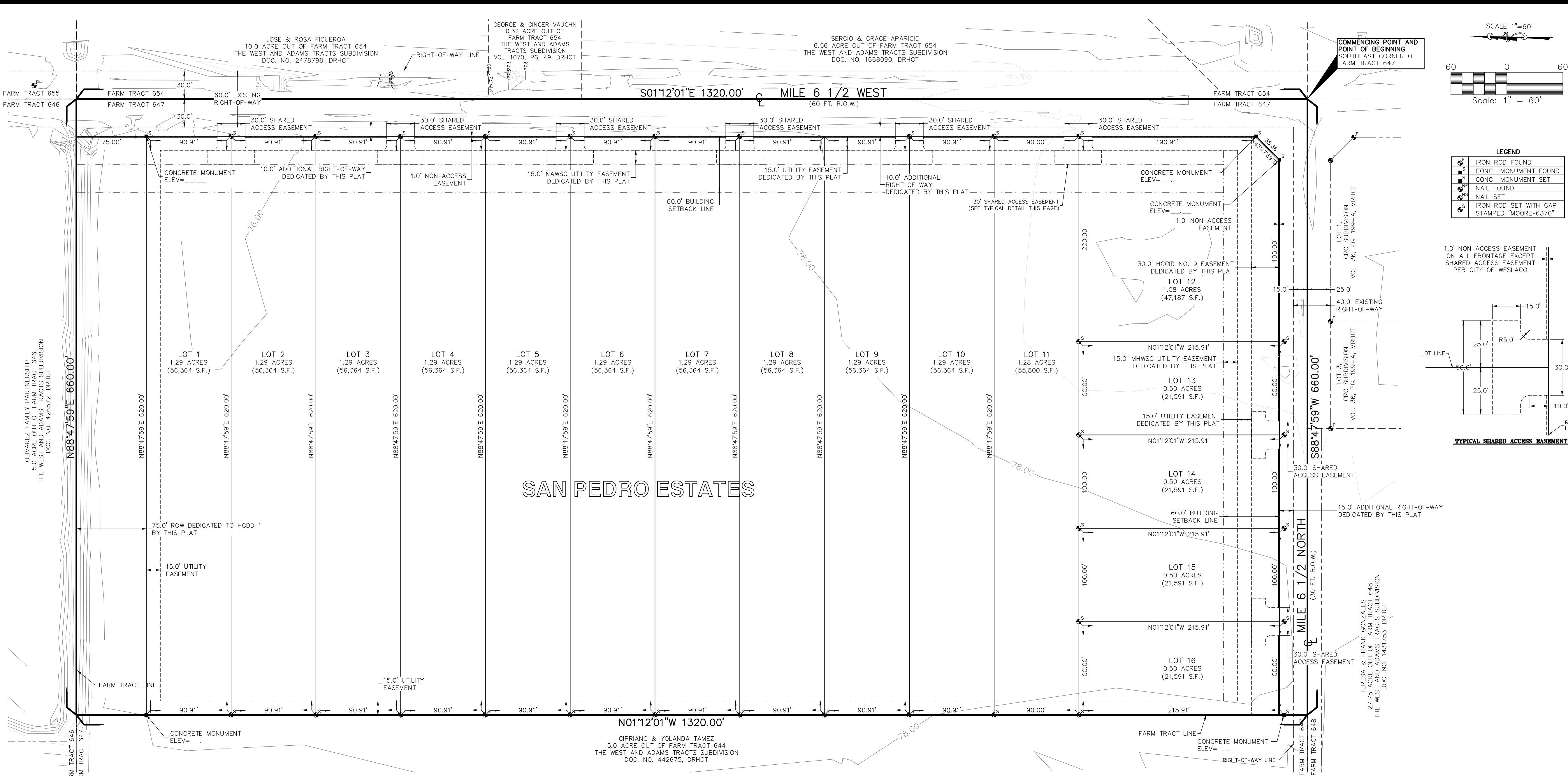
SUBJECT: Subdivision Review Meeting

A **subdivision review meeting** will be held on **Thursday, August 1, 2019** in the Planning Department Conference Room B. It is imperative that you attend. Listed below is the subdivision that will be discussed:

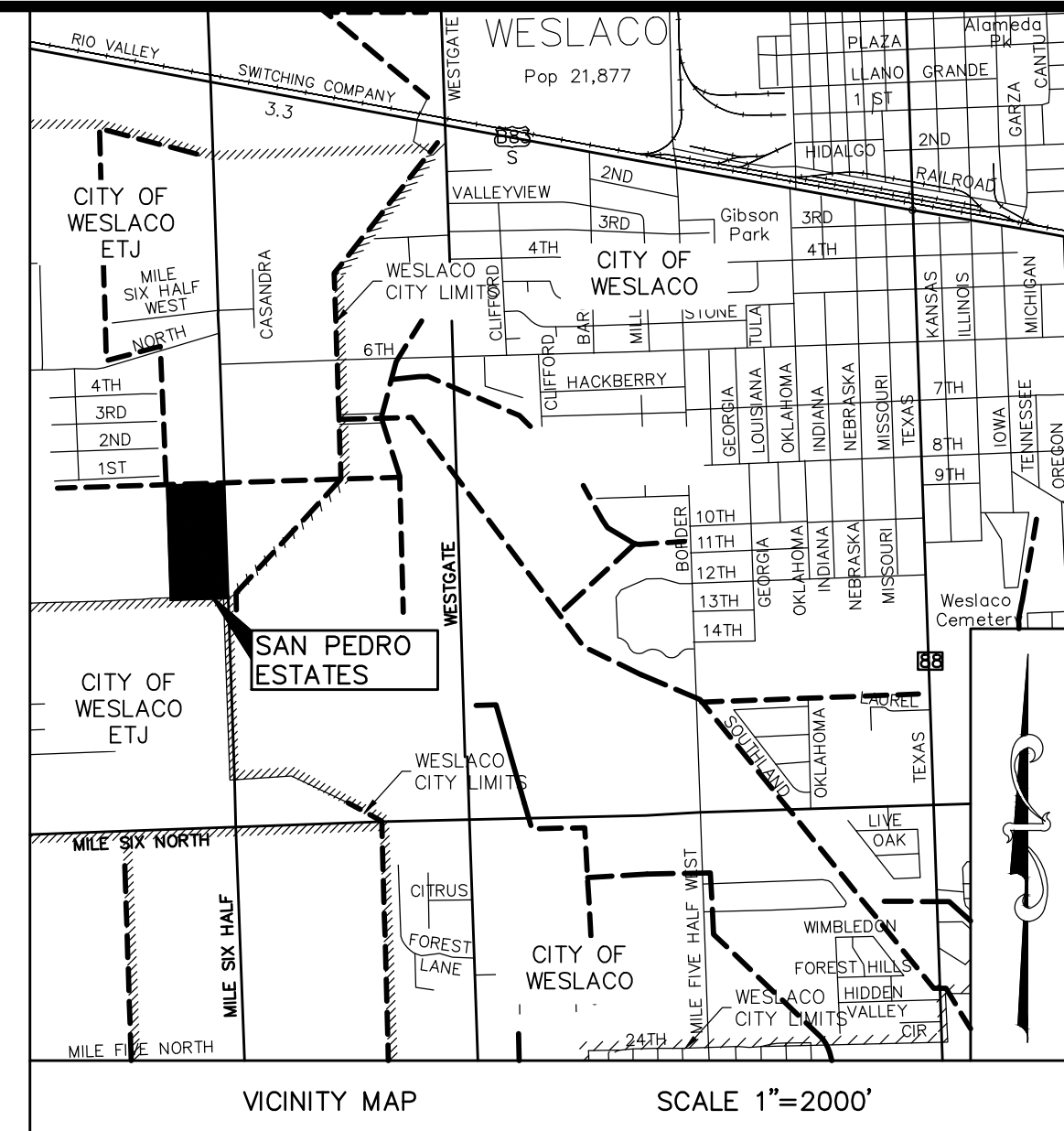
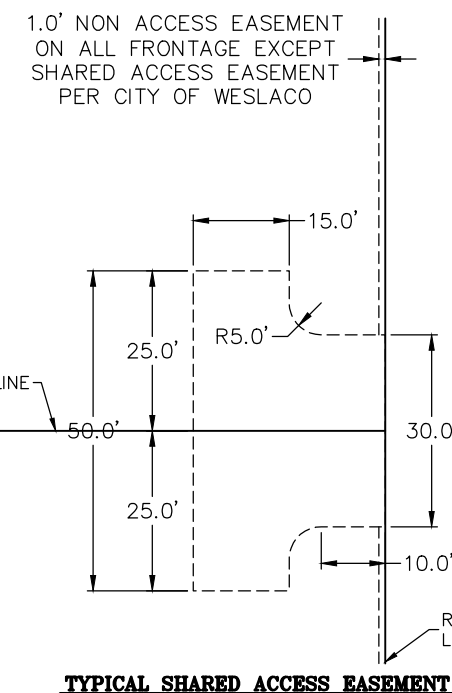
➤ **Evergreen Estates Subdivision- 1:30 p.m.**

Please make every effort to attend or send a representative, if you or a representative is unable to attend, submit your comments in writing. **Be advised that all comments must be received before the scheduled meeting in order to avoid delays of construction.**

Should you have any questions, please call 447-3401.



LEGEND	
1	IRON ROD FOUND
2	CONC. MONUMENT FOUND
3	CONC. MONUMENT SET
4	NAIL FOUND
5	NAIL SET
6	IRON ROD SET WITH CAP STAMPED "MOORE-6370"



SAN PEDRO ESTATES IS LOCATED IN HIDALGO COUNTY PRECINCT NO. 1 IN THE SOUTH EAST SIDE OF HIDALGO COUNTY AT THE NORTHWEST INTERSECTION OF MILE 6 1/2 NORTH AND MILANO'S ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 37,797). SAN PEDRO ESTATES LIES ADJACENT TO THE CITY LIMITS OF WESLACO AND IS WITHIN THE CITY'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 212.001.

- NOTES**
- FLOOD ZONE CLASSIFICATION
THIS SUBDIVISION LIES IN ZONE "X-SHADED" AS PER FEMA'S FLOOD INSURANCE RATE MAP OF COMMUNITY NUMBER 480334, PANEL NUMBER 0450, SUFFIX "C", EFFECTIVE JUNE 6, 2000 & REVISED BY LOMR 02-06-715P (MAY 30, 2002), LOMR 15-06-2601P (DECEMBER 24, 2015), AND LOMR 18-06-0700P (OCTOBER 5, 2018).
 - THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN, COMMUNITY NUMBER 480334, PANEL NUMBER 0450, SUFFIX "C", EFFECTIVE JUNE 6, 2000 & REVISED BY LOMR 02-06-715P (MAY 30, 2002), LOMR 15-06-2601P (DECEMBER 24, 2015), AND LOMR 18-06-0700P (OCTOBER 5, 2018). OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
 - 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).
 - MINIMUM FINISH FLOOR ELEVATION SHALL BE 79.50 FEET MSL OR 24 INCHES ABOVE CENTERLINE OF MILE 6 1/2 WEST, WHICHEVER IS GREATER.
 - BASIS OF BEARINGS: AS PER TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83.
 - SETBACKS:
A) FRONT = 60 FEET
B) SIDE = 6 FEET
C) REAR = 25 FEET

- COMPLY WITH SETBACKS OR EASEMENTS WHICHEVER IS GREATER
- THIS SUBDIVISION IS IN COMPLIANCE WITH THE REQUIREMENTS OF LOCAL GOVERNMENT CODE 232.032 AND WATER AND ELECTRICAL CONNECTIONS TO THE LOTS WILL MEET ALL MINIMUM STANDARDS.
 - WATER WILL BE PROVIDED BY: CITY OF WESLACO
 - ELECTRICAL WILL BE PROVIDED BY: MVEC
 - WASTEWATER SERVICE WILL BE PROVIDED BY: OSSF
 - GARBAGE WASTE WILL BE DISPOSED OF BY PRIVATE CONTRACTOR.
 - ALL LOT CORNERS ARE MARKED BY A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED MOORE 6370
 - NO MORE THAN ONE SINGLE FAMILY RESIDENTIAL DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL LOTS SHALL BE ALLOWED ON LOTS 1-16. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
 - A BUILDING PERMIT IS REQUIRED PRIOR TO CONSTRUCTION OF ANY IMPROVEMENT.
 - THIS TRACT LIES WITHIN THE ETJ OF THE CITY OF WESLACO.
 - IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 74,250 CUBIC FEET (1.70 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 3 FOR STORM SEWER IMPROVEMENTS)
 - THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE DEVELOPMENT PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPROVEMENTS BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
 - A 4' WIDE SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF A BUILDING PERMIT.
 - A STREETLIGHT IS REQUIRED TO BE LOCATED EVERY 300 FEET.
 - THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THIS PLAT AND ON THE ATTACHED ENGINEERING PLANS:
BM NO. 1-ELEV XXXX NODD 88: CONCRETE MONUMENT SET ON NORTHEAST CORNER OF SUBDIVISION.
BM NO. 1-ELEV XXXX NODD 88: CONCRETE MONUMENT SET ON NORTHERN CORNER CLIP CORNER OF SUBDIVISION.
BM NO. 1-ELEV XXXX NODD 88: CONCRETE MONUMENT SET ON SOUTHERN CORNER CLIP CORNER OF SUBDIVISION.
BM NO. 1-ELEV XXXX NODD 88: CONCRETE MONUMENT SET ON SOUTHWEST CORNER OF SUBDIVISION.
BM NO. 1-ELEV XXXX NODD 88: CONCRETE MONUMENT SET ON NORTHWEST CORNER OF SUBDIVISION.
 - AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

METES AND BOUNDS DESCRIPTION

BEING 20.00 ACRES OUT OF FARM TRACT 647 WEST TRACT SUBDIVISION OF LILAND GRANDE GRANT, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING THE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 3020538, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS; SAID 20.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL SET AT THE INTERSECTION OF MILE 6 1/2 NORTH AND MILANO'S ROAD BEING THE SOUTHEAST CORNER OF FARM TRACT 647, FOR THE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

- THENCE SOUTH 88°47'59" WEST A DISTANCE OF 660.00 FEET FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;
- THENCE NORTH 01°12'01" WEST AT A DISTANCE OF 1320.00 FEET FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;
- THENCE SOUTH 88°47'59" EAST AT A DISTANCE OF 660.00 FEET FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;
- THENCE SOUTH 01°12'01" EAST A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING; CONTAINING 20.00 ACRES OF LAND WITHIN THESE METES AND BOUNDS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

BY: _____ DEPUTY

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, HERIBERTO GARCIA, AS OWNER OF THE 20.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "SAN PEDRO ESTATES" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE, 232.032 AND THAT

- THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
- SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENT OF STATE STANDARDS;
- ELECTRIC CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
- GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

HERIBERTO GARCIA
PO BOX 738
WESLACO, TX 78599

DATE _____

STATE OF TEXAS
COUNTY OF CAMERON

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED HERIBERTO GARCIA, PROVED TO ME THROUGH THE TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSES TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE _____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR
CAMERON COUNTY, TEXAS

HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF "SAN PEDRO ESTATES" WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT.

DATED THIS _____ DAY OF _____, 2019.

ENVIRONMENTAL HEALTH DIVISION MANAGER

DATE _____

HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

DATED THIS _____ DAY OF _____, 2019.

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCID #9 RIGHT-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID #9.
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
- HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED THIS WILL NOT BE AT THE DISTRICT'S EXPENSE.
- HCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

DRAINAGE DISTRICT NO. 1

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 ENGINEERS TO MAKE THESE DETERMINATIONS.

RAUL E. SESIN, PE, CFM
GENERAL MANAGER

DATE _____

CITY OF WESLACO

I, THE UNDERSIGNED, MAYOR 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.

MAYOR, CITY OF WESLACO, TEXAS

DATE _____

SECRETARY, CITY OF WESLACO, TEXAS

DATE _____

STATE OF TEXAS COUNTY OF HIDALGO

THIS SUBDIVISION PLAT OF "SAN PEDRO ESTATES" 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 _____ DAY OF _____, A.D. 2019

CHAIRMAN

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE §232.028(A)

NAME _____
14216 PALIS DR
14216 PALIS DR

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF "SAN PEDRO ESTATES" WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

HIDALGO COUNTY JUDGE

DATE _____

HIDALGO COUNTY CLERK

DATE _____

SURVEYORS CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

MAYOR, CITY OF WESLACO, TEXAS

DATE _____

SECRETARY, CITY OF WESLACO, TEXAS

DATE _____

12/26/19

DATE _____

ENGINEERS CERTIFICATE

I, DUSTIN MOORE, THE UNDERSIGNED, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT. THE DESIGN FOR WATER AND SANITARY SEWER MEETS MINIMUM STATE STANDARDS.

DUSTIN MOORE, P.E.
TEXAS REGISTRATION NO. 119107

12/26/19

DATE _____

PRINCIPAL CONTACTS:

OWNER: HERIBERTO GARCIA
ENGINEER: DUSTIN MOORE, PE
SURVEYOR: CODY MOORE, RPLS

ADDRESS:
2010 MEXICO AVE
14216 PALIS DR
14216 PALIS DR

CITY & ZIP:
WESLACO, TX 78596
LA FERIA, TX 78559
LA FERIA, TX 78559

PHONE:
(956) 314-9553
(956) 245-4651
(956) 245-4651

SHEET INDEX:

- LOCATION MAP AND ETJ MAP
- WATER DISTRIBUTION AND SANITARY SEWER MAP
- ENGINEERING REPORT (ENGLISH AND SPANISH VERSION)
- DRAINAGE REPORT

FINAL PLAT OF:

SAN PEDRO ESTATES

20.00 ACRES OF LAND BEING ALL OF FARM TRACT 647, THE WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 2, PAGE 34, THROUGH 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

FOR: HERIBERTO GARCIA

DATE: 1 JULY 2019

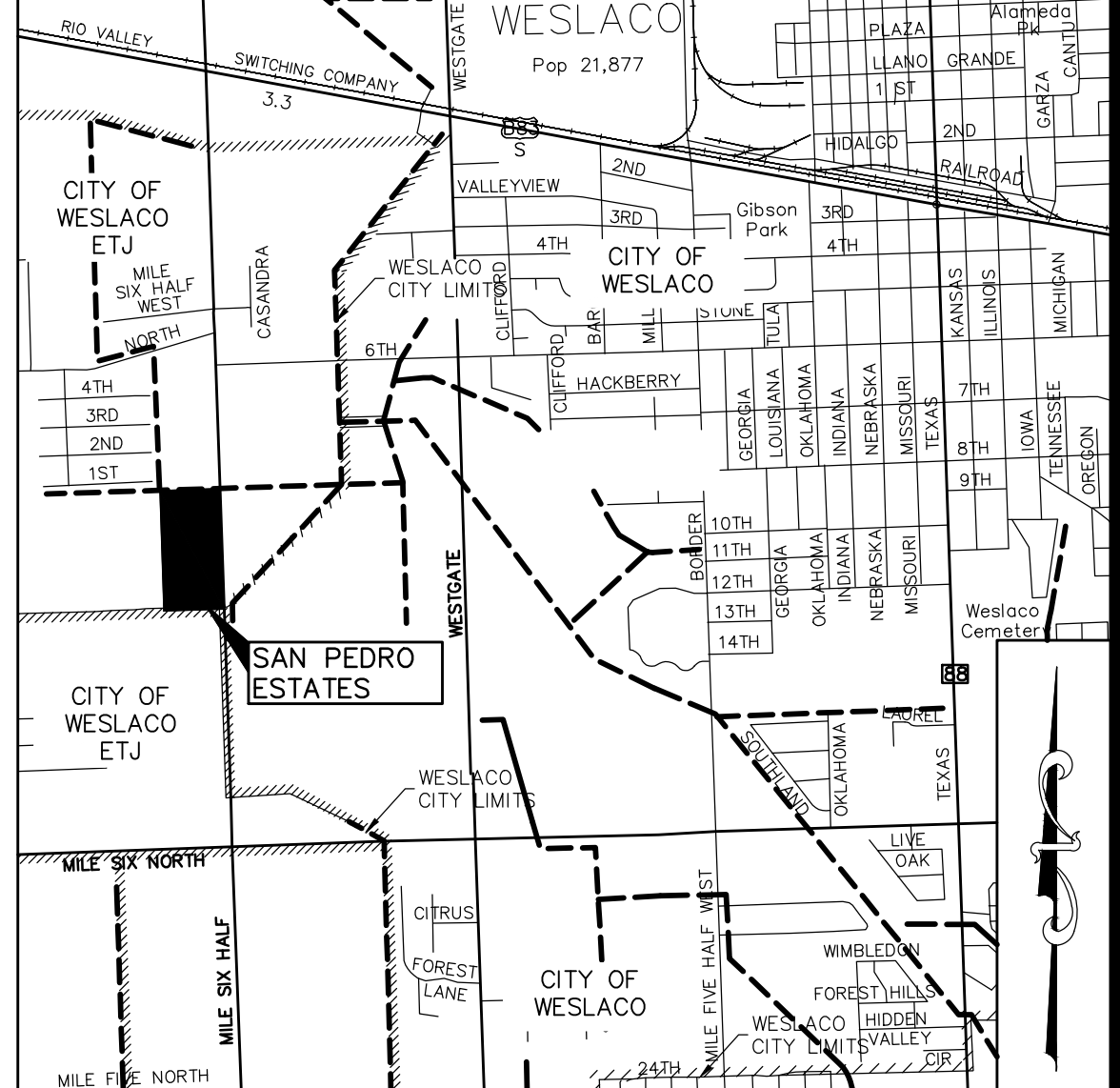
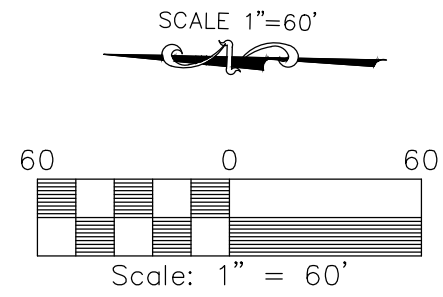
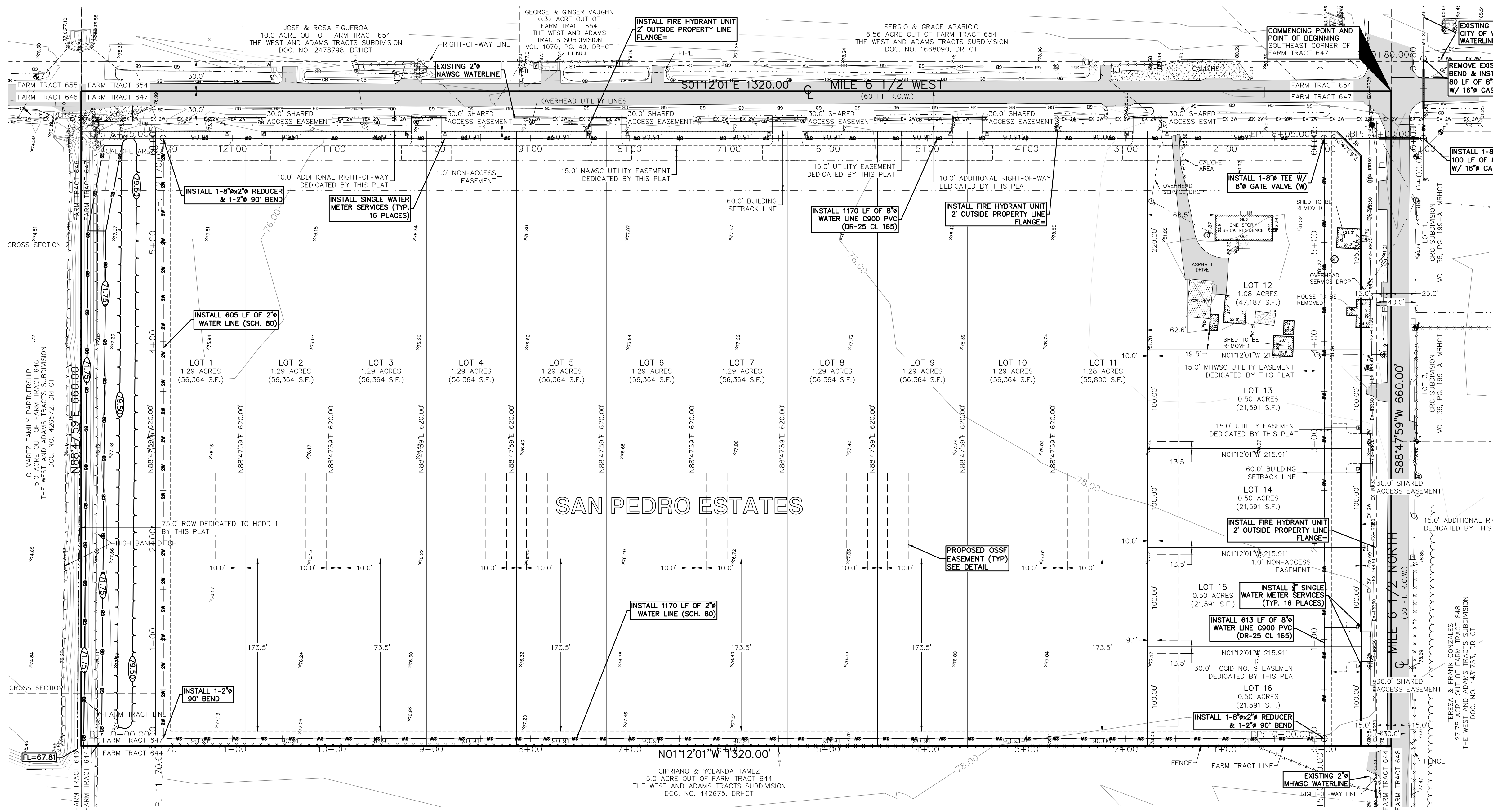
JOB NO: 59013

ENGINEER/SURVEYOR:

Moore Land

Surveying, LLC

14216 Palis Drive, La Feria, TX 78559
(956)245-4651
TBP's Firm No. 1019486
(956)245-4651
TBP's Firm No. 19190



SAN PEDRO ESTATES IS LOCATED IN HIDALGO COUNTY PRECINCT NO. 1 IN THE SOUTH EAST SIDE OF HIDALGO COUNTY AT THE NORTHWEST INTERSECTION OF MILE 6 1/2 NORTH AND MILANO'S ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 37,797). SAN PEDRO ESTATES LIES ADJACENT TO THE CITY LIMITS OF WESLACO AND IS WITHIN THE CITY'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 212.001.

DUSTIN MOORE, P.E.
I, DUSTIN MOORE, THE UNDERSIGNED, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAN. THE DESIGN FOR WATER AND SANITARY SEWER MEETS MINIMUM STATE STANDARDS.



12/26/19
DATE
SURVEYORS CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER CONSIDERATION HAS BEEN GIVEN TO THIS PLAN.



12/26/19
DATE
STATE OF TEXAS
COUNTY OF HIDALGO



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

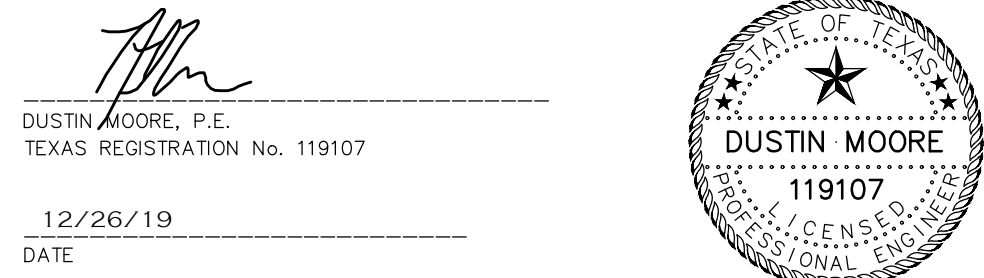
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

FINAL ENGINEERING REPORT: SAN PEDRO ESTATES
WATER SUPPLY, DESCRIPTION, COST, AND OPERABILITY DATE:
SAN PEDRO ESTATES WILL BE PROVIDED WITH POTABLE WATER BY CITY OF WESLACO (WESLACO). THE SUBDIVIDER AND WESLACO HAVE ENTERED INTO A CONTRACT IN WHICH WESLACO HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND WESLACO HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.
WESLACO HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE EAST SIDE OF THE RIGHT-OF-WAY OF MILANOS ROAD. WATER DISTRIBUTION FOR SAN PEDRO ESTATES CONSISTS OF SIXTEEN - 1/2" DIAMETER SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 1/2" SERVICE LINES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF \$16,000.00, OR \$1,000.00 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID WESLACO THE SUM OF \$19,198.00, WHICH COVERS THE \$1,198.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER RIGHTS, ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO WESLACO. UPON REQUEST BY THE LOT OWNER, WESLACO WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 3 FIRE HYDRANTS AT A UNIT COST OF \$3,500.00 FOR A TOTAL COST OF \$10,500.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY WESLACO AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAN

SEWAGE FACILITIES DESCRIPTION, COST AND OPERABILITY DATES
SEWAGE FROM SAN PEDRO ESTATES WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSS") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.
SOIL EVALUATION REPORT:
EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY LOAM AND CLAY LOAM SOIL FOR THE AREA. AT LEAST FOUR SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE CORNERS OF THE PROPOSED DISPOSAL AREA, FOR EACH SOIL TYPE. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY CLAY LOAM ON THE NORTH HALF OF THE PROPERTY AND CLAY LOAM ON THE SOUTH HALF EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS FOR EACH TYPE. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.
THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS \$32,000.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAN APPROVAL AT A COST OF \$32,000.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON XX/XX/XX.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF \$XXXX WHICH EQUALS TO \$XXXX PER LOT.
SEWAGE FACILITIES - THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF \$XXXX WHICH EQUALS TO \$XXXX PER LOT.



12/26/19
DATE

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO.
LA SUBDIVISIÓN SAN PEDRO ESTATES RECIBIRÁ SU PROVISIÓN DE AGUA DE CIUDAD DE WESLACO (WESLACO). EL DUEÑO DE LA SUBDIVISIÓN Y WESLACO HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. WESLACO HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.
EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN SAN PEDRO ESTATES CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA MILANOS ROAD.
DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN DIEZ Y SEIS CONDUCTOS DE AGUA DE 1/2 PULGADA DE DIÁMETRO PARA CADA LOTE. YA SE HAN INSTALADO LOS DIEZ Y SEIS CONDUCTOS DE 1/2 PULGADA DE DIÁMETRO Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE \$16,000.00 O \$1,000.00 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA MHWSC \$ 19,198.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, \$1,198.00. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 3 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE \$ 3,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL \$10,500.00. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA WESLACO LO INSTALARÁ SIN ALGUN COSTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁN FUNCIONANDO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SE REGISTRARÁ EN EL CONDADO DE HIDALGO.

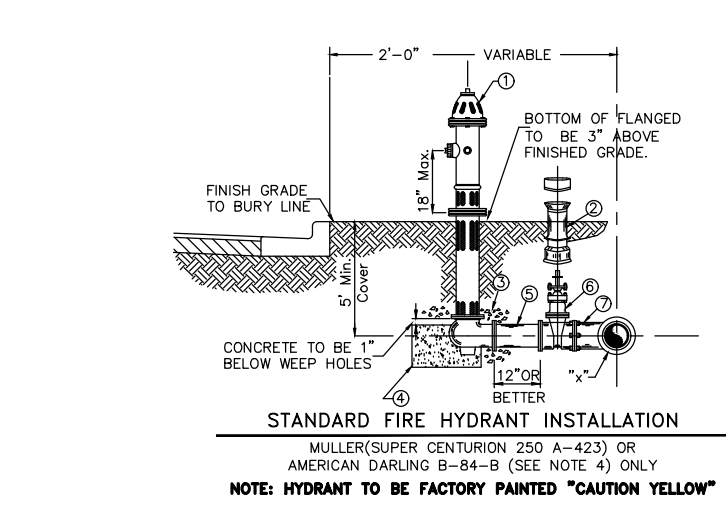
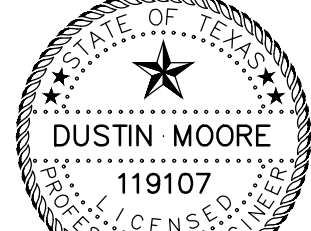
DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN
SE INSTALARÁ UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.
CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON CUATRO ES EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN POR CADA CLASE DE SUELOS (EXCAVACIONES) ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICATIVAMENTE UNIFORME. EL TERRENO ES UNIFORME (TERRENO ARCILLA ARENOSA MARCA EN EL NORTE Y ARCILLA MARCA EN EL SUR) Y SE EXTIENDE A 36 PULGADAS BAJO LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS WAS ARRIBA DE LO BAO BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.
EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON \$32,000.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICA HA SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE \$32,000.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y HA APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE XX/XX/XX

CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARÁ UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN (CHEQUE DE CAJEROS O CHEQUE PERSONAL) REPRESENTANDO UN "DEPOSITO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE (\$32,000.00), QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.
EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERÁ INSTALADO Y COMPLETAMENTE CONSTRUÍDO MENOS EL MEDIDOR MECÁNICO
DRENAJE: REGISTRARÁ UN TOTAL DE \$XXXX O \$XXXX POR LOTE
DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARÁ \$XXXX A UN COSTO TOTAL DE \$XXXX TODA LA SUBDIVISIÓN.

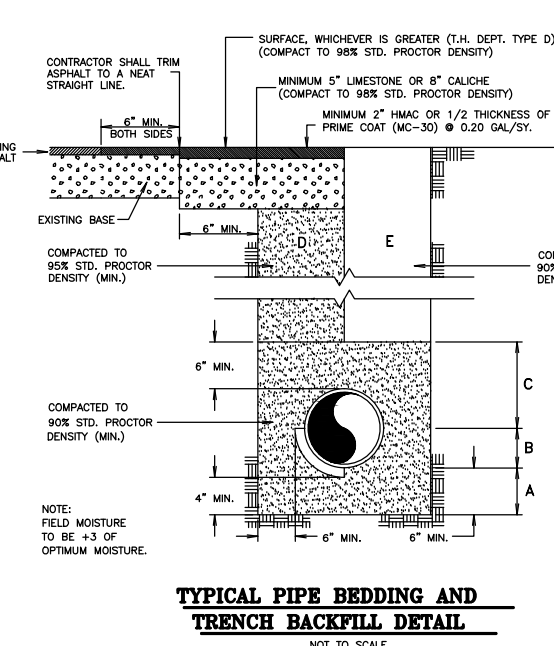
DUSTIN MOORE, P.E.
TEXAS REGISTRATION No. 119107
12/26/19
DATE



STANDARD FIRE HYDRANT INSTALLATION
MULLER/SPRINKLER CENTURION 250 A-423 OR EQUIVALENT (DRAINING B-24-B USE NOTED AS ONLY)
NOTE: HYDRANT TO BE FACTORY PAINTED "CAUTION YELLOW"

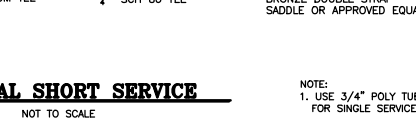
NOTE:
1) OIL SHALL BE PLACED IN HYDRANT AT THE TIME OF INSTALLATION.
2) PUMPER NOZZLE SHALL FACE ROADWAY. (5 1/2" N.S.I.)
3) IN CERTAIN INSTANCES, WHERE DISTANCES PERMITS, A PARALLEL, TEE OR UNDER-TITE 90° ELBOW W/RESTRANING LUGS MAY BE USED IN LIEU OF A STANDARD TEE.
4) IF AMERICAN DURLING IS USED MODEL B-84-B (SPRINKY GATE VALVE PLATE AND INTERIOR SIDE) TAPPING SLEEVES TO HAVE STAINLESS STEEL BOLTS AND NUTS.
5) THE SOIL SHALL BE GRAVELLED TO HYDRANTS IF ACCESSORIES TO BE GRAVELLED & WRAPPED IN PLASTIC.
6) VALVE BOLTS, WELTER BOLTS AND COVERS WILL BE OF DOMESTIC ORIGIN.

FIRE HYDRANT INSTALLATION
CONSIST OF FIRE HYDRANT, VALVE AND VALVE BOX.
FIRE HYDRANT UNIT SHALL INCLUDE:
1) 1- FIRE HYDRANT #1 (4 1/2" PUMPER NOZZLE)
2) 1- VALVE BOX (DOMESTIC)
3) 3 CUL FT. GRAVEL
4) 3 CUL FT. CONCRETE 1" BELOW HYDRANT (WEEP HOLES)
5) 1" OR BETTER PVC SPOOLS
6) 1- 4" RESIDENT SEAT GATE VALVE (FLANGED & M.S.)
7) 1- 1/4" CAST IRON TEE 4" WATER MAIN DIA. (FLANGED & M.S.)



TYPICAL PIPE BEDDING AND TRENCH BACKFILL DETAIL
NOT TO SCALE

A SAND BEDDING PLACES BEFORE PIPE IS LAD UP TO FLOW LINE OF PIPE (SEE THICKNESS = 4")
B SAND BEDDING PLACES AFTER PIPE IS LAD FROM BOTTOM OF PIPE TO SPILL LINE OF PIPE (SEE THICKNESS = 4")
C SAND BEDDING PLACES FROM SPILL LINE OF PIPE TO 4" ABOVE TOP OF PIPE (SEE THICKNESS = 4")
D SAND BEDDING CLASS 70 1/2" LFTS. MECHANICAL COMPACTED
E SAND BEDDING CLASS 70 1/2" LFTS. MECHANICAL COMPACTED
FOUNDATION REINFORCEMENT (REINFORCED CONCRETE OR CONCRETE COMBINATION ON SAND) SUBSTITUTED SHALL BE REQUIRED WHEN TRENCH BOTTOM IS 10"



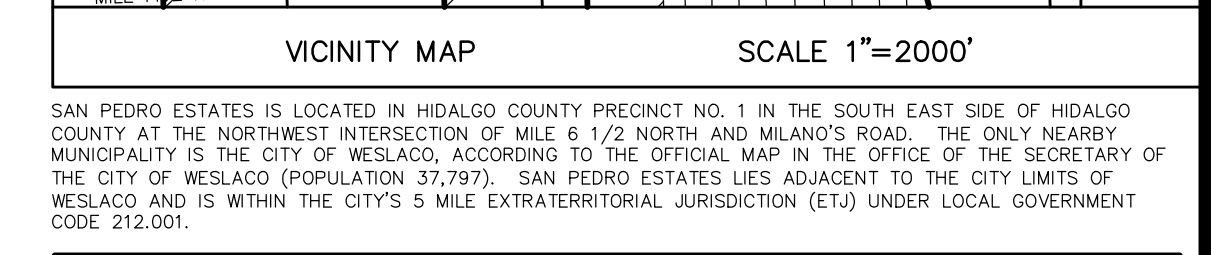
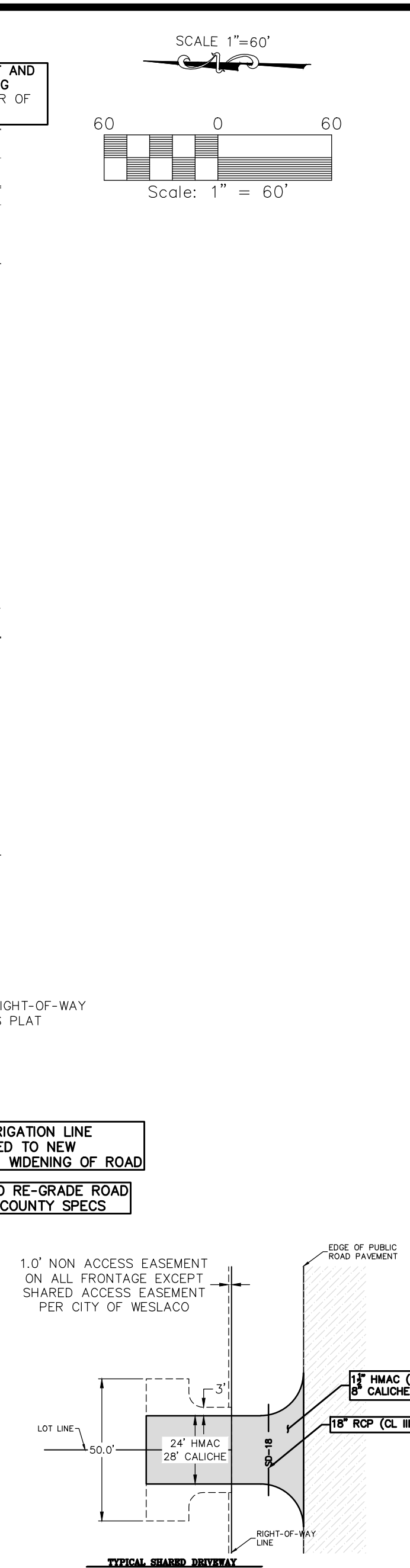
TYPICAL SHORT SERVICE
NOT TO SCALE

SHEET INDEX:
1: LOCATION MAP AND ETJ MAP
2: WATER DISTRIBUTION AND SANITARY SEWER MAP
3: ENGINEERING REPORT (ENGLISH AND SPANISH VERSION)
4: DRAINAGE REPORT

PRINCIPAL CONTACTS:
OWNER: JOSE LUIS GARCIA
ENGINEER: DUSTIN MOORE, PE
SURVEYOR: CODY MOORE, RPLS
ADDRESS: 2010 MICHAEL AVE
14216 PALIS DR
14216 PALIS DR
CITY & ZIP: WESLACO, TX 78596
LA FERIA, TX 78559
LA FERIA, TX 78559
PHONE: (956) 314-9553
(956) 245-4651
(956) 245-4651

UTILITY PLAT OF:
SAN PEDRO ESTATES
20.00 ACRES OF LAND BEING ALL OF FARM TRACT 647, THE WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 2, PAGE 37, THROUGH 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

FOR: HERBERTO GARCIA
DATE: 1 JULY 2019
ENGINEER/SURVEYOR:
Moore Land Surveying, LLC
14216 Palis Drive, La Feria, TX 78559
(956) 245-4651
(956) 245-4651
TBPIS Firm No. 10194186
(956)245-4651 TBPIS Firm No. 19190



[Signature]

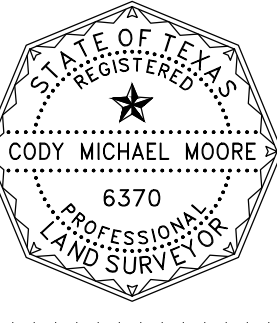
DUSTIN MOORE, P.E.
TEXAS REGISTRATION NO. 119107

DATE _____

12/26/19

SURVEYORS CERTIFICATE





Cody Moore

CODY MICHAEL MOORE, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6370

The seal is a circular emblem for the State of Texas. It features a five-pointed star in the center. The words "STATE OF TEXAS" are written along the top inner edge of the circle, and "REGISTERED" is written along the bottom inner edge. The name "CODY MICHAEL MOORE" is inscribed across the middle of the seal, and the number "6370" is at the bottom.

STATE OF TEXAS
COUNTY OF HIDALGO

The seal of The County of Hidalgo, Texas, is circular. It features a five-pointed star in the center, surrounded by a wreath. The words "THE COUNTY OF HIDALGO" are inscribed around the perimeter of the seal, and "TEXAS" is at the bottom.

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

BY: _____ DEPU

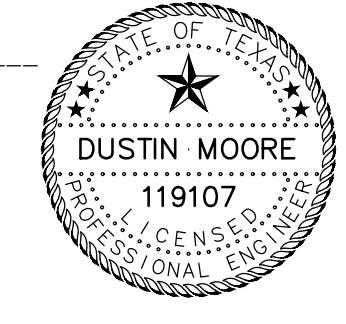
THE SOILS ARE 71% HDALGO SANDY CLAY LOAM (28), 16% RACOMBES SANDY CLAY LOAM (48) AND 13% HDALGO FINE SANDY LOAM (25). ALL OF THESE ARE IN HYDROLOGIC SOIL GROUP "B" WITH MODERATE INFILTRATION. (SEE EXCEPPTS FROM SOIL SURVEY OF HDALGO COUNTY, TEXAS).

EXISTING RUNOFF OF THE LAND IS BY SURFACE FLOW IN A NORTHEASTLY DIRECTION INTO THE BORROW DITCH TO THE SOUTH OF THE PROPERTY. THERE IS ONE MILE 6' LONG DITCH AT THE NORTHEAST CORNER OF THE PROPERTY, THENCE THROUGH AN 18" RC CULVERT ACROSS MILANOS ROAD TO THE EAST, THENCE INTO A HDALGO COUNTY DRAINAGE DISTRICT NO. 1 DITCH, THENCE SOUTH TO THE ARROYO COLORADO, THENCE TO THE SAN JOSE RIVER. IT HAS AN EXISTING RUNOFF OF 10.00 CFS DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR SAN PEDRO ESTATES SHALL CONSIST OF ALLOWING RUNOFF TO CONTINUE TO SURFACE FLOW FROM THE REAR OF THE LOTS TO THE FRONT OF THE LOTS IN A NORTHEASTLY DIRECTION AND INTO THE BORROW DITCH TO THE SOUTH OF THE PROPERTY. THERE IS ONE MILE 6' LONG DITCH AT THE NORTHEAST CORNER OF THE PROPERTY, THENCE THROUGH AN 18" RC CULVERT ACROSS MILANOS ROAD TO THE EAST, THENCE INTO A HDALGO COUNTY DRAINAGE DISTRICT NO. 1 DITCH, THENCE SOUTH TO THE ARROYO COLORADO, THENCE TO THE SAN JOSE RIVER. THIS DRAINAGE PATTERN WILL BE SUFFICIENT TO MAINTAIN STORAGE LARGE ENOUGH TO DETAIN THE POST DEVELOPMENT 50-YEAR EVENT RUNOFF (2.97 CFS) WHILE DISCHARGING THE PRE-DEVELOPED 10-YEAR EVENT (10.00 CFS) IS REQUIRED. FOR THIS SITE, THE EXISTING RUNOFF REQUIREMENT FOR THE 10-YEAR EVENT IS 10.00 CFS. BASED ON THE ATTACHED CALCULATIONS, THE EXISTING DRAIN DITCH ALONG NORTH PROPERTY LINE WILL BE RE-GRADED AND WIDENED TO PROVIDE SUFFICIENT STORAGE TO DETAIN THE 50-YEAR EVENT RUNOFF (2.97 CFS). ADDITIONAL DETENTION THAT IS REQUIRED AS PER THE ATTACHED CALCULATIONS, THE VOLUME OF WATER DETAINED WILL BE ASSUMED AS PER THE ATTACHED CALCULATIONS. THE VOLUME OF WATER DETAINED WILL BE ASSUMED ASSUMING A WATER SURFACE RUN-OFF OF 74.50, WHICH IS ASSUMING THAT THE DITCH IS FULL BUT NOT OVERFLOWING THE BANKS. EVAPORATION AND TRANSMPIRATION WAS CALCULATED ASSUMING EACH LOT WOULD BE SINGLE FAMILY RESIDENTIAL.


DUSTIN MOORE, P.E.
TEXAS REGISTRATION No. 119107

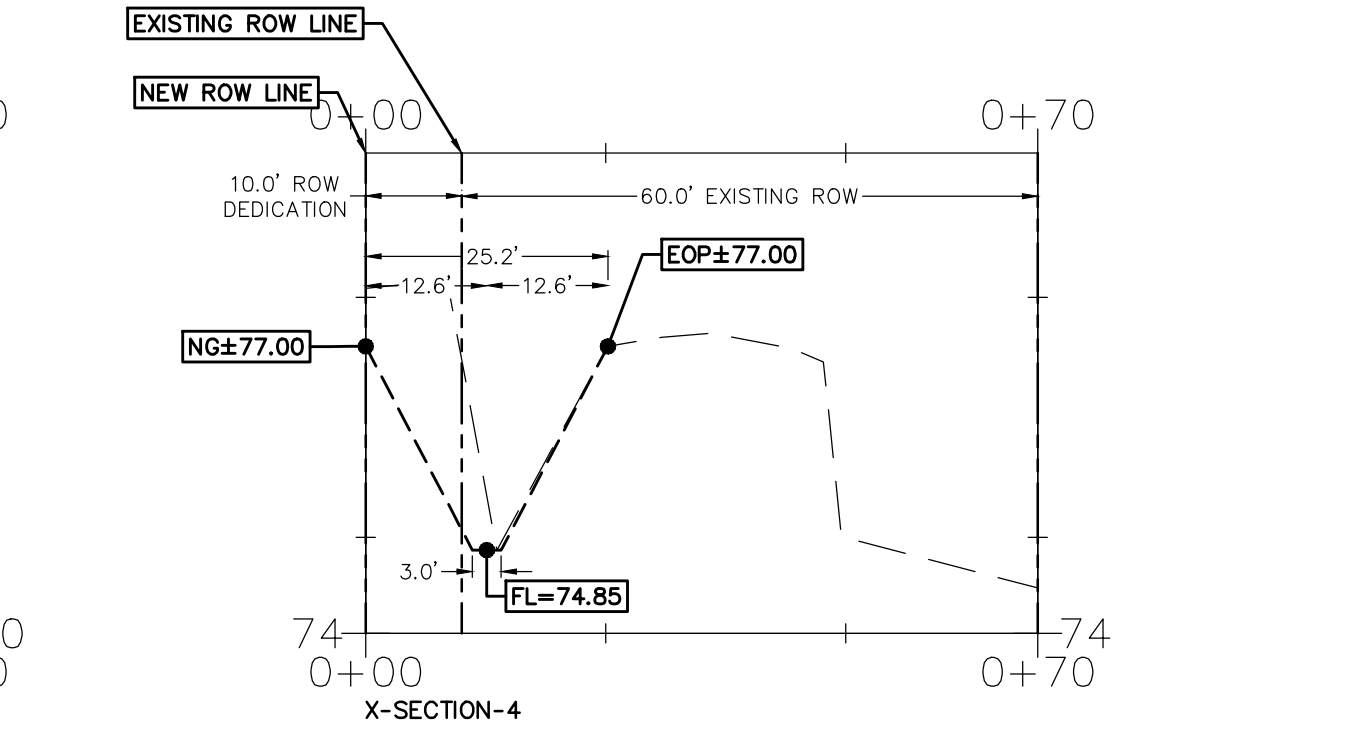




DRAINAGE PLAT OF:
SAN PEDRO ESTATES
20.00 ACRES OF LAND BEING ALL
OF FARM TRACT 647.
THE WEST AND ADAMS TRACTS SUBDIVISION
HIDALGO COUNTY, TEXAS, ACCORDING
MAP THEREOF RECORDED IN VOLUME
PAGE 34, THROUGH 37, MAP RECORDS
HIDALGO COUNTY, TEXAS.

R: HERIBERTO GARCIA
 DATE: 1 JULY 2019 JOB NO: 59013
 ENGINEER/SURVEYOR:

**Moore Land
Surveying, LLC**
 14216 Palis Drive, Le Feria, TX 78559
 (956)245-0988 TBPLS Firm No. 10194186
 (956)245-4651 TBPE Firm No. 119190



2:	WA
	EN
3:	DR

BENCHMARK

PRINCIPAL

PRINCIPAL CONTACTS:		ADDRESS	CITY & ZIP	PHONE
OWNER:	JOSE LUIS GARCIA	2010 MEXICO AVE	WESLACO, TX 78596	(956) 314-9553
ENGINEER:	DUSTIN MOORE, PE	14216 PALIS DR	LA FERIA, TX 78559	(956) 245-4651
SURVEYOR:	CODY MOORE, RPLS	14216 PALIS DR	LA FERIA, TX 78559	(956) 245-4651

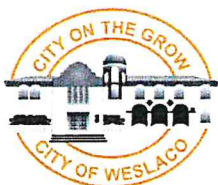
BENCHMARK
NATIONAL GEODETIC SURVEY BENCHMARK
DESIGNATION G1422/PID AB1305 ELEV. 52.49' (DATUM IS NAVD 88)
A STAINLESS STEEL ROD LOCATED APPROXIMATELY 1.85 MILE EAST OF
LA FERIA AT THE NORTHEAST CORNER OF RESTLAWN CEMETERY, ON
THE SOUTH SIDE OF U.S. BUSINESS 83.

SCALE	
HORIZONTAL:	1"=60'
VERTICAL:	1"= 6'



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-8	
From: Rebekah De La Fuente			
Subject: Discussion and consideration for the Final Plat for San Jacinto Estates No10. Phase II Subdivision – being 13.49-acre tract of land out of Farm Tract 94, West & Adams Tract Subdivision, Hidalgo County, Texas. Approximately on the Northwest corner of Mile 10 North Road and Mile 4 West Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The proposed forty-eight (48) lot subdivision outside the City of Weslaco city limits. This subdivision is being serviced with water by NAWSC through an 8" waterline and sewer serviced by City of Weslaco through and 8" line. The property is within a Flood Zone "X". Developer was granted a variance for off-site drainage.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the Final Plat on January 8, 2020.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: SAN JACINTO NO 10 PH II- attachments, San Jancinto No. 10 Phase II- Plat			
Responsibilities upon Approval: Staff will advise applicant			



SUBDIVISION PLATTING APPLICATION

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

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

FILE NO. _____

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

STAFF USE ONLY

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

GENERAL INFORMATION

Name of Subdivision: San Jacinto Estates No. 10 Phase II

Location: Northwest corner of Mile 10 North Road and Mile 4 West Road

Legal Description: A 13.49 acre tract of land out of Farm Tract 94, West and Adams Tract Subdivision, Hidalgo County, Texas.

Is subdivision inside city limits? ☐ YES ☒ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: N/A

Existing Land Use: Agricultural Proposed Land Use: Residential

Number of Lots Proposed: 48 Gross Acreage: _____

Title Report Submitted: ☒ YES ☐ NO

OWNER INFORMATION

Owner's Name: San Jacinto Enterprises, LLC Telephone: (956) 565-9813

Address: 2100 W. Expressway 83 Fax: _____

City: Mercedes State: TX Zip: 78570 E-mail: _____

ENGINEER INFORMATION

Name: Quintanilla, Headley & Associates, Inc. Telephone: (956) 381-6480

Address: 124 E. Stubbs St. Fax: _____

City: Edinburg State: TX Zip: 78539 E-mail: alfonsoq@qha-eng.com

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

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: NAWSC

☒ YES ☐ NO Wastewater Provision: City of Weslaco

☒ YES ☐ NO Electric Company: MVEC

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

Proposed subdivision is in the following districts:

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

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

\$350.00 Planning Review fee

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

Contours

Flood Zones

Adjoiners

Existing street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

Proof of ownership of the property

If septic tank system required, submit soil evaluation report

Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

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

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

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

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

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

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

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

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

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

** 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: Jaime Garza

Owner Signature: [Signature] Date: 9/11/19

_____ is the authorized agent

Authorized Agent Signature: _____ Date: _____

Authorized Agent Printed Name: _____

THIS PAGE FOR STAFF USE ONLY

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

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____

General Comments: _____

CITY OF WESLACO
956-968-3181

REC#: 02575754 11/25/2019 9:13 AM
OPER: NV TERM: 039
REF#: 012439
PAID BY:

TRAN: 207.0000 SUBDIVISION APPLICAT
SAN JACINTO SUBDIVISON
101-400-1025
SUBDIVISION FEES 355.00CR

TENDERED: 355.00 CHECK
APPLIED: 355.00-

CHANGE: 0.00

Rebekah M. De La Fuente

From: Rebekah M. De La Fuente
Sent: Tuesday, October 15, 2019 11:08 AM
To: Alfonso Quintanilla
Subject: RE: SAN JACINTO ESTATES No.10 PHASE II
Attachments: 10-15-19 Memo for Planning Dept (San Jacinto Estates-Ph II).pdf

Good Morning,

Please see comments below and attached for San Jacinto Estates Phase II. Once corrected resubmit a PDF copy so that I may distribution back out to staff to ensure all comments have been addressed.

On another note can you verify the Flood Zone in phase I was taking out of the AE area, you LOMAR only reflects the areas for flood zone X and the elevation on Phase I should be 65.5 you currently have 65.00. Just a quick not change.

Fire Comments:

The fire hydrant travel distances exceeds 400 feet. Additional fire hydrants are needed.

Planning Comments:

1. Use large font and Bold for the POB and POC
2. Contours must be shown on plat every foot
3. Update plat note to include sidewalks along interior streets as well
4. Include legend for the plat
5. Add lines to outline buildable space especially for lots 188 and 149.

Rebekah de la Fuente, CFM
Assistant Planning & Code Enforcement Director

City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596
Ph: (956) 447-3401
Fax: (956) 973-3128
rdelafuente@weslacotx.gov

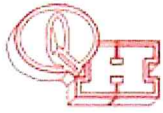


From: Alfonso Quintanilla <alfonsoq@qha-eng.com>
Sent: Wednesday, October 2, 2019 8:27 AM
To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Cc: 'Clarissa Quintanilla' <clarissa@qha-eng.com>
Subject: RE: SAN JACINTO ESTATES No.10 PHASE II

Of course, see attached.

Best Regards,

Alfonso Quintanilla, P.E., R.P.L.S.
President



Quintanilla, Headley & Associates, Inc.
Consulting Engineers and Land Surveyors
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs
Edinburg, Texas 78539
Ph: (956) 381-6480
Cell: (956) 624-6699
Fax: (956) 381-0527

From: Rebekah M. De La Fuente [<mailto:rdelafuente@weslacotx.gov>]
Sent: Wednesday, October 02, 2019 8:24 AM
To: Alfonso Quintanilla <alfonsoq@qha-eng.com>
Subject: RE: SAN JACINTO ESTATES No.10 PHASE II

Can you please email me the pdf copies of the documents you sent over

Rebekah de la Fuente, CFM
Assistant Planning & Code Enforcement Director

City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596
Ph: (956) 447-3401
Fax: (956) 973-3128
rdelafuente@weslacotx.gov



From: Alfonso Quintanilla <alfonsoq@qha-eng.com>
Sent: Wednesday, October 2, 2019 8:05 AM
To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Cc: lalor@qha-eng.com; 'Clarissa Quintanilla' <clarissa@qha-eng.com>
Subject: SAN JACINTO ESTATES No.10 PHASE II

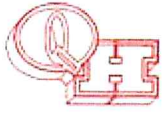
Good morning Rebekah,

Hope you are doing well. Yesterday we delivered to your office the initial submittal. Please review the plans and send me your comments at soon as you can.

I really appreciate it.

Best Regards,

Alfonso Quintanilla, P.E., R.P.L.S.
President



Quintanilla, Headley & Associates, Inc.
Consulting Engineers and Land Surveyors
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs
Edinburg, Texas 78539
Ph: (956) 381-6480
Cell: (956) 624-6699
Fax: (956) 381-0527

CRUZ-HOGAN *Consultants, Inc.*

ENGINEERS | PLANNERS | CONSULTANTS

McAllen | Harlingen | Weslaco
TBPE Firm Reg No. F-4860

To: Rebekah de la Fuente, CFM
Interim Planning & Code Enforcement Director

From: Orlando S. Cruz, P.E.
CRUZ-HOGAN Consultants, Inc.

Re: San Jacinto Estates – Phase II

Date: October 15, 2019

Legal: A 13.49 Acre Tract of land out of Farm Tract 94, West and Adams Tracts Subdivision, Hidalgo County, Texas.

Physical Location: Mile 10 North Road, approximately 1,370 feet west of Mile 4 West Road (Outside current Weslaco City Limits).

Review: ***PRELIMINARY REVIEW OF SUBDIVISION***

Water System:

Subdivision located in Military Highway CCN Area. Water provided by MHWSC.

Sewer System:

Subdivision located in Weslaco CCN Area. Sewer provided by City of Weslaco.

Fire Protection:

1. All fire hydrant locations must be within 400 feet of residential lots. Distance must follow the waterline/streets. Fire hydrants proposed in Phase I do not provide the required coverage.
2. Fire Department must approve all final fire hydrant locations.

Storm Drainage:

1. Unsure where proposed storm pipe connects. Drawings submitted do not indicate.
2. Engineer needs to provide drainage calculations with submittal of construction plans.

Plat Notes:

1. Need to indicate minimum floor elevations for residences.
2. Drainage Statement is not complete.
3. Sidewalks should be installed in front of all lots.
4. Will City require that Developer install storm drainage and curb & gutter along the north side of Mile 10 North Road?
5. Proper subdivision monumentation (concrete) required at subdivision corners.
6. Suggest “Non Access Easements” on lots along Salinas Street and Mile 10 Road North.
7. Benchmark Note is not complete.
8. Submit Street Lighting Plan.

If you have any questions, please feel free to call us at 956-854-4227.



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 - R.P.L.S #4856

Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

Letter of Transmittal

To: City of Weslaco
255 S. Kansas
Weslaco, TX 78596

Date: October 1, 2019

Attention: Rebekah De La Fuente,
Senior Planner

Re: San Jacinto Estates No. 10 Phase II

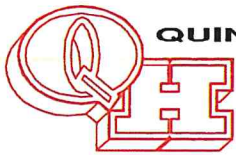
Description:

- Subdivision Review Application
- Check No. 012438 in the amount of \$55.00 for Subdivision Review Fee
- Warranty Deed with Vendor's Lien Document No. 2873612
- Copy of Tax Statement
- (1) 11" X 17" Copy of Plat
- (7) Full Size Copies of Plans

Remarks: For review and approval. Thank you!

Sent By: Daniela for Alfonso Quintanilla, P.E. **Delivered By:** _____

Received By: _____ **Time:** _____
Printed Name



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 - R.P.L.S #4856

Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

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Letter of Transmittal

To: City of Weslaco
255 S. Kansas
Weslaco, TX 78596

Date: October 1, 2019

Attention: Rebekah De La Fuente,
Senior Planner

Re: San Jacinto Estates No. 10 Phase II

Description:

- Application for Subdivision Variance
- Check No. 012441 in the amount of \$55.00

Remarks: For review and approval. Thank you!

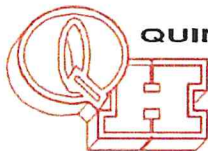
Sent By: Daniela for Alfonso Quintanilla, P.E. **Delivered By:** _____

Received By: _____ **Time:** _____
Printed Name

Quintanilla, Headley & Associates, Inc.

Hidalgo County Drainage District No. 1 Drainage Report San Jacinto Estates No. 10 Phase I & Phase II Master Plan Hidalgo County, Texas

Prepared By:



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 - R.P.L.S. # 4856

Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

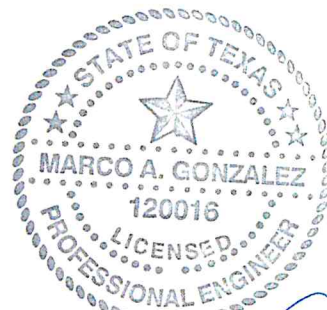
Surveying Firm Registration No. 100411-00

124 E. Stubbs St. Edinburg, Texas 78539

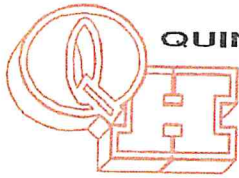
Phone: (956) 381-6480 Fax: (956) 381-0527

Email: alfonsoq@qha-eng.com

July 3, 2019



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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S # 4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

**DRAINAGE REPORT FOR
SAN JACINTO ESTATES No. 10
PHASE I & II - MASTER PLAN**

A 56.65 acre tract of land being all of Farm Tract 87 and 16.65 acres out of Farm Tract 94, West and Adams Tracts Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in volume 2, pages 34-37, map records, Hidalgo County, Texas, and according to warranty deeds recorded under document number 444190 and 444191, official records, Hidalgo County, Texas. This subdivision is located on the northwest corner of Mile 4 West Road and Mile 10 North Road. The site is currently open land and is located within the city of Weslaco E.T.J.. The proposed subdivision will consist of 193 single-family lots.
(Phase 1 - 42.25 acres, Phase 2 - 14.40 acres).

The tract is Zone "X" (unshaded), areas determined to be outside the 500-year floodplain and Zone "X" (shaded), areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 100-year flood, as per FEMA Flood Insurance Rate Map Community Panel No. 480334 0450 C dated June 6, 2000 with LOMR dated May 30, 2002 and Letter of Map Revision based on fill (LOMR-R) dated September 21, 2018 FEMA Case No. 18-06-3447A. The calculated water elevation is 64.00 and is based on the BFE from the adjoining property.

The majority of the soil is Hidalgo (25, 28, & 30) and is in soil group "B". It is Fine Sandy Loam, Sandy Clay Loam, and Clay Loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 4-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff in a southerly direction with an approximate 0.5 % slope. The existing runoff for the proposed subdivision is $Q=22.15$ cubic feet per second based on a 10-year storm.

After development the runoff will be $Q=83.60$ cubic feet per second for an increase of $Q=61.45$ cubic feet per second (50 year storm). Detention will be 173,909.51 cubic feet (3.99 acre feet) and will be accomplished by excavating the existing Hidalgo Cameron County Irrigation District No. 9 drain ditch located on the west side of the subdivision and regrading the roadside ditch along the west side of Mile 4 West Road and the north side of Mile 10 North Road. In addition, the developer is proposing to install a storm sewer system consisting of 18", 24", 30", 36" and 42" storm pipes and Type "A" inlets that will collect the runoff from the roads that will outfall in the drain ditch. 45.00 feet of Drain Ditch Right of Way to Hidalgo County Drainage District No. 1 is being dedicated by this plat. This drain ditch flows north, then turns east and connects with H.C.D.D. No. 1 Mercedes Lateral.

Drainage calculations are attached.

Marco A. Gonzalez, P.E.
July 3, 2019



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

EXISTING:

Area = 56.65 acres (Phase 1 - 42.25 acres)
 V = 0.15 (Phase 2 - 14.40 acres)
 D = 1100.00 Ft
 c = 0.20

$t = D / V(3600)$
 $t = 2.04 \text{ Hrs} = 122.22 \text{ min}$

From Rainfall Intensity Curve: $i = 1.96$

$Q = ciA$
 $Q = 22.15 \text{ cfs}$

FUTURE:

Area = 56.65 Acres
 V = 0.40
 D = 1100.00 Ft
 c = 0.30

$t = D / V(3600)$
 $t = 0.76 \text{ Hrs} = 45.83 \text{ min}$

From Rainfall Intensity Curve: $i = 4.92$

$Q = ciA$
 $Q = 83.60 \text{ cfs}$



Ma A Gonzalez 23-19

t (hr)	i(50 yr) (in/hr)	Qfut (cfs)	Vfut (cf)	Qext (cfs)	Vext (cf)	Vfut - Vext (cf)
0.25	9.10	154.70	139226.26	22.15	19937.35	119288.92
0.50	6.34	107.79	194024.96	22.15	39874.69	154150.27
0.75	4.98	84.57	228325.63	22.15	59812.04	168513.59
1.00	4.14	70.42	253524.19	22.15	79749.38	173774.80
1.25	3.58	60.80	273596.24	22.15	99686.73	173909.51 Peak
1.50	3.16	53.77	290377.45	22.15	119624.07	170753.37
2.00	2.60	44.12	317653.20	22.15	159498.77	158154.44
3.00	1.95	33.15	358068.56	22.15	239248.15	118820.41
4.00	1.59	26.97	388422.50	22.15	318997.53	69424.96
5.00	1.35	22.95	413085.07	22.15	398746.92	14338.15
6.00	1.18	20.09	434041.35	22.15	478496.30	-44454.95

PEAK VOLUME = 173909.51 cf (50 Year storm)
 Peak Volume = 3.99 Ac-ft

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

" C " - VALUES FOR RATIONAL METHOD

Type of Drainage Area	Runoff Coefficient
Residential Districts:	
Single Family (Lots less than 1/4 acre)	0.35
Single Family (Lots 1/4 to 1/2 acre)	0.30
Single Family (Lots greater than 1/2 acre)	0.25
Multi - Family (Less than 20 DU / AC)	0.45
Multi - Family (Greater than 20 DU / AC)	0.55
Business District:	0.70
Industrial Districts:	
Light Areas	0.50
Heavy Areas	0.60
Railroad Yard Areas:	0.20
Parks:	0.10
Unimproved Areas:	
Bare Surface	0.30
Grassland	0.25
Cultivated	0.20
Woodlands	0.15
Streets:	
Asphalt	0.70
Concrete	0.75
Caliche	0.70
Drives & Walks:	
Concrete	0.75
Rooftop	0.75

SAN JACINTO ESTATES No. 10 PHASE I & II - MASTER PLAN

RAINFALL INTENSITY FOR HIDALGO COUNTY								
TIME (Min)	10 YEAR (In / Hr)	50 YEAR (In / Hr)	TIME (Min)	10 YEAR (In / Hr)	50 YEAR (In / Hr)	TIME (Min)	10 YEAR (In / Hr)	50 YEAR (In / Hr)
1	14.283	17.386	31	4.913	6.224	61	3.184	4.099
2	13.28	16.210	32	4.820	6.111	62	3.149	4.056
3	12.425	15.204	33	4.731	6.002	63	3.115	4.014
4	11.687	14.333	34	4.646	5.897	64	3.082	3.973
5	11.041	13.570	35	4.584	5.797	65	3.050	3.933
6	10.472	12.895	36	4.485	5.701	66	3.018	3.894
7	9.965	12.294	37	4.409	5.608	67	2.987	3.855
8	9.512	11.755	38	4.337	5.519	68	2.957	3.818
9	9.102	11.268	39	4.266	5.433	69	2.928	3.781
10	8.731	10.825	40	4.199	5.350	70	2.890	3.745
11	8.393	10.421	41	4.134	5.270	71	2.871	3.710
12	8.084	10.051	42	4.071	5.193	72	2.843	3.676
13	7.799	9.710	43	4.010	5.118	73	2.818	3.642
14	7.536	9.395	44	3.951	5.046	74	2.700	3.610
15	7.293	9.102	45	3.894	4.976	75	2.784	3.577
16	7.068	8.831	46	3.839	4.908	76	2.730	3.546
17	6.856	8.577	47	3.786	4.843	77	2.714	3.515
18	6.659	8.340	48	3.734	4.779	78	2.890	3.485
19	6.474	8.117	49	7.684	4.717	79	2.666	3.455
20	8.301	7.908	50	3.636	4.658	80	2.643	3.426
21	8.138	7.711	51	3.589	4.600	81	2.620	3.398
22	5.985	7.525	52	3.543	4.543	82	2.598	3.370
23	5.839	7.349	53	3.499	4.488	83	2.576	3.342
24	5.702	7.183	54	3.455	4.435	84	2.554	3.315
25	5.572	7.025	55	3.413	4.383	85	2.533	3.289
26	5.448	6.875	56	3.373	4.333	90	2.434	3.164
27	5.331	6.732	57	3.333	4.284	100	2.258	2.944
28	5.219	6.596	58	3.294	4.236	120	1.981	2.596
29	5.112	6.467	59	3.257	4.189	180	1.473	1.951
30	5.011	6.343	60	3.220	4.144	210	1.313	1.747

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSOQ@QHA-ENG.COM

NFIP

PANEL 0450 C

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

ZONE "AE"

ZONE "X"
(UNSHADED)

ZONE "X" (SHADED)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER

480334 0450 C

MAP REVISED:

JUNE 6, 2000



REVISED TO
REFLECT LOMR
DATE 06/06/00

Federal Emergency Management Agency

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 more than 1 foot or with drainage areas less than 1 square mile, and area protected by levees from 100-year flood.

OTHER AREAS

- ZONE D** Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIERS



Identified
1983



Identified
1990



Other
Protected Areas

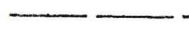
Coastal barrier areas are normally located within or adjacent to special flood hazard areas.



Floodplain Boundary



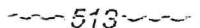
Floodway Boundary



Zone D Boundary

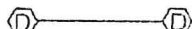


Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones



513

Base Flood Elevation Line; Elevation in Feet*



(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 for more information.



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	HIDALGO COUNTY, TEXAS (Unincorporated Areas)	Tract 87, West and Adams Tracts, as described in the Warranty Deed with Vendor's Lien recorded as Document No. 2873886, in the Office of the County Clerk, Hidalgo County, Texas The portion of property is more particularly described by the following metes and bounds:
	COMMUNITY NO.: 480334	
AFFECTED MAP PANEL	NUMBER: 4803340450C	
	DATE: 6/6/2000	
FLOODING SOURCE: EAST LATERAL DRAIN		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 26.201449, -97.976140 SOURCE OF LAT & LONG: LOMA LOGIC DATUM: NAD 83

DETERMINATION

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NGVD 29)	LOWEST ADJACENT GRADE ELEVATION (NGVD 29)	LOWEST LOT ELEVATION (NGVD 29)
Tract 87	--	West and Adams Tracts	4401 Mile 4 West Road	Portion of Property	X (shaded)	--	--	64.1 feet

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

LEGAL PROPERTY DESCRIPTION
FILL RECOMMENDATION
PORTIONS REMAIN IN THE SFHA
REVISED BY LETTER OF MAP REVISION

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the described portion(s) of the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document revises the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

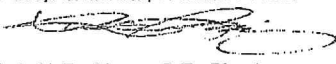
**LETTER OF MAP REVISION BASED ON FILL
DETERMINATION DOCUMENT (REMOVAL)****ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)****LEGAL PROPERTY DESCRIPTION (CONTINUED)**

BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF MILE 4 WEST ROAD FOR THE NORTHEAST CORNER OF FARM TRACT 87, AND THE NORTHEAST CORNER OF THIS TRACT. THENCE; SOUTH, ALONG THE EAST LINE OF FARM TRACT 87, AND THE CENTERLINE OF MILE 4 WEST ROAD, A DISTANCE OF 1,116.65 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF THIS TRACT. THENCE; N 20°06'26" W, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 72.72 FEET FOR THE WEST RIGHT OF WAY LINE OF MILE 4 WEST ROAD, A TOTAL DISTANCE OF 191.65 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOR AN INTERIOR CORNER OF THIS TRACT. THENCE; ALONG THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 25°45'32", RADIUS = 350.00 FEET), A DISTANCE OF 157.35 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT. THENCE; N 45°51'58" W, A DISTANCE OF 165.34 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT. THENCE; N 35°18'54" W, A DISTANCE OF 480.28 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT. THENCE; ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 30°52'54", RADIUS = 600.00 FEET), A DISTANCE OF 323.39 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF FARM TRACT 87 FOR THE NORTHWEST CORNER OF THIS TRACT. THENCE; EAST, ALONG THE NORTH LINE OF FARM TRACT 87, PASSING A 1/2" IRON ROD FOUND AT 635.36 FEET FOR THE WEST RIGHT OF WAY LINE OF MILE 4 WEST ROAD, A TOTAL DISTANCE OF 660.36 FEET TO THE POINT OF BEGINNING

FILL RECOMMENDATION (This Additional Consideration applies to the preceding 1 Property.)

The minimum NFIP criteria for removal of the subject area based on fill have been met for this request and the community in which the property is located has certified that the area and any subsequent structure(s) built on the filled area are reasonably safe from flooding. FEMA's Technical Bulletin 10-01 provides guidance for the construction of buildings on land elevated above the base flood elevation through the placement of fill. A copy of Technical Bulletin 10-01 can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at <http://www.fema.gov/mit/tb1001.pdf>. Although the minimum NFIP standards no longer apply to this area, some communities may have floodplain management regulations that are more restrictive and may continue to enforce some or all of their requirements in areas outside the Special Flood Hazard Area.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.



Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

REVISED BY LETTER OF MAP REVISION (This Additional Consideration applies to the preceding 1 Property.)

The effective National Flood Insurance Program map for the subject property, has since been revised by a Letter of Map Revision (LOMR) dated 5/30/2002. The 5/30/2002 LOMR has been used in making the determination/comment for the subject property.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

SOIL MAP

HIDALGO COUNTY, TEXAS

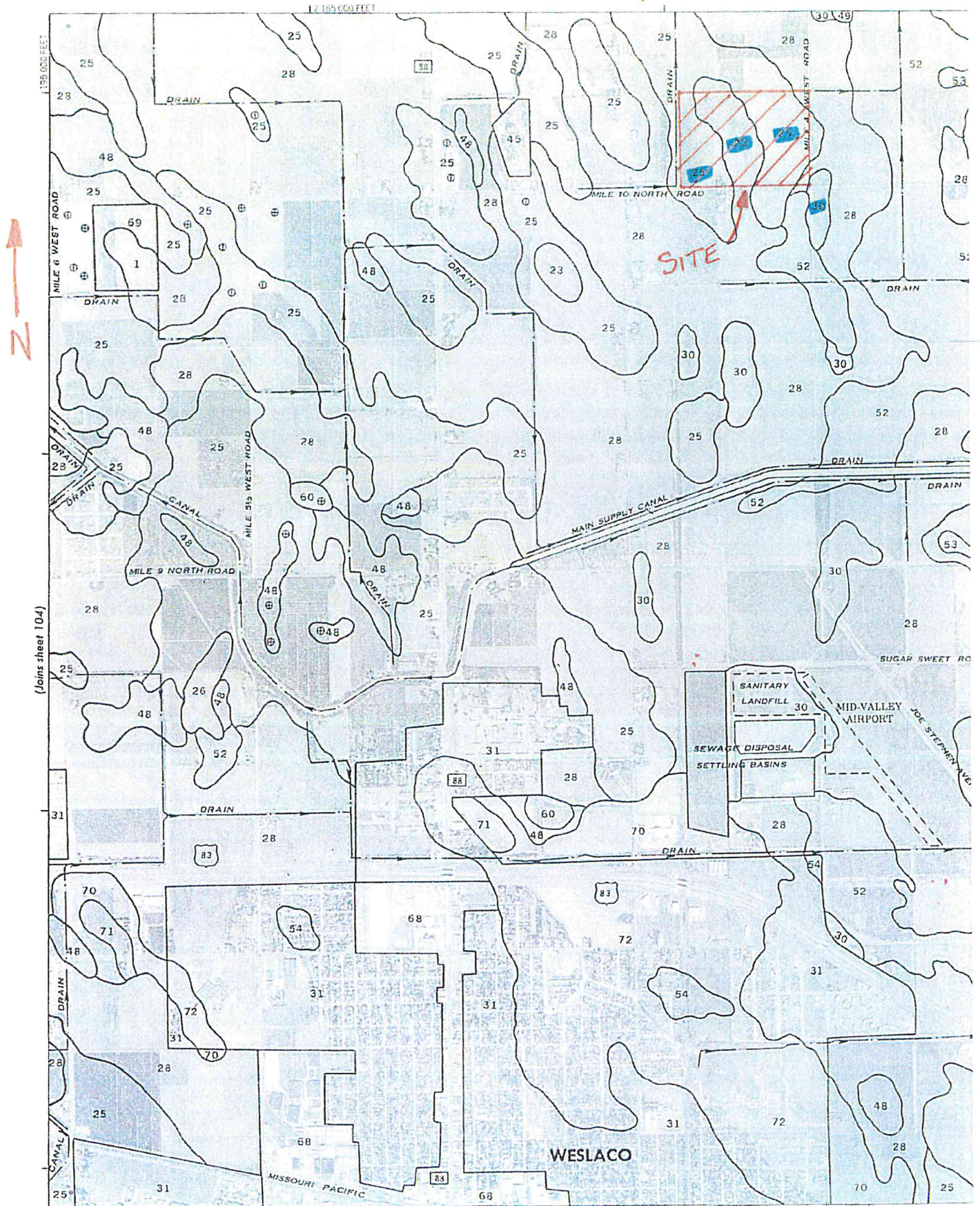


TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth In	MDS texture	Classification		Percentage passing sieve number--				Liquid limit Fct	Plas- ticity index
			Unified	AASHTO	#	10	40	200		
13:*										
Bandado-----	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-----	0-80	Fine sand-----	SP-SM, SM	A-2-4, A-3	100	100	75-100	5-25	<25	NP-3
15-----	0-7	Clay-----	CL, CH	A-7-6	100	100	100	90-100	41-55	20-30
Grulla-----	7-65	Silty clay, clay	CH	A-7-6	100	100	100	90-100	52-66	28-39
16, 17, 18-----	0-18	Fine sandy loam	SC, SM-SC, SM	A-2-4	100	95-100	95-100	17-35	<30	NP-8
Bargill-----	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-----	0-8	Clay-----	CH	A-7-6	100	100	100	90-100	51-85	32-60
Harlingen-----	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-----	0-17	Sandy loam-----	SM	A-2-4	100	100	75-100	13-24	<25	NP-4
Hobbsville-----	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-----	0-17	Fine sandy loam	SC, SM-SC	A-4, A-6	100	95-100	90-100	36-50	20-30	4-11
Hidalgo-----	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-----	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-50	29-40	11-20
Hidalgo-----	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.										
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 17.--PHYSICAL AND CHEMICAL PROPERTIES OF SOILS--continued

Map symbol and soil name	Depth in	Clay Pct	Permeability in/hr	Available water capacity		Salinity mehos/cm	Shrink-swell potential	Frost factors		Organic matter Pct
				in/in	pH			°C	°F	
22, 23, 24----- Hebbronville	0-17 17-58 58-65	8-15 12-18 10-17	2.0-6.0 2.0-6.0 2.0-6.0	0.07-0.14 0.11-0.17 0.11-0.17	6.6-7.2 6.6-8.4 7.9-8.4	<2 <2 <2	Low----- Low----- Low-----	0.20 0.24 0.24	5 5 5	<1 1-3 1-3
25, 26, 27----- Hidalgo	0-17 17-58 58-65	8-15 12-18 10-17	2.0-6.0 2.0-6.0 2.0-6.0	0.07-0.14 0.11-0.17 0.11-0.17	6.6-7.2 6.6-8.4 7.9-8.4	<2 <2 <2	Low----- Low----- Low-----	0.20 0.24 0.24	5 5 5	<1 1-3 1-3
28, 29----- Hidalgo	0-17 17-58 58-65	8-15 12-18 10-17	2.0-6.0 2.0-6.0 2.0-6.0	0.07-0.14 0.11-0.17 0.11-0.17	6.6-7.2 6.6-8.4 7.9-8.4	<2 <2 <2	Low----- Low----- Low-----	0.20 0.24 0.24	5 5 5	<1 1-3 1-3
30----- Hidalgo	0-17 17-58 58-65	8-15 12-18 10-17	2.0-6.0 2.0-6.0 2.0-6.0	0.07-0.14 0.11-0.17 0.11-0.17	6.6-7.2 6.6-8.4 7.9-8.4	<2 <2 <2	Low----- Low----- Low-----	0.20 0.24 0.24	5 5 5	<1 1-3 1-3
31: * Hidalgo	0-17 17-23 23-35 28-35	20-30 23-35 23-35	0.6-2.0 0.6-2.0 0.6-2.0	0.05-0.17 0.08-0.17 0.08-0.20	7.9-8.4 7.9-8.4 7.9-8.4	<4 <4 <4	Moderate----- Moderate----- Moderate-----	0.38 0.38 0.38	5 5 5	1-3 1-3 1-3
Urban land.										
32: * Jimenez	0-8 8-10 10-60	12-24 --- ---	0.6-2.0 --- ---	0.05-0.10 --- ---	7.9-8.4 --- ---	<2 --- ---	Low----- --- ---	0.10 --- ---	1 --- ---	1-3 --- ---
Quemado	0-6 6-12 12-18 18-60	10-18 18-27 ---	0.6-2.0 0.6-2.0 ---	0.09-0.13 0.05-0.10 ---	5.1-7.5 5.6-7.8 ---	<2 <2 ---	Low----- Low----- ---	0.10 0.10 ---	1 1 ---	<1 1-3 ---
33----- Laredo	0-14 14-65	12-35 18-35	0.6-2.0 0.6-2.0	0.15-0.22 0.15-0.25	7.9-8.4 7.9-8.4	<2 <4	Moderate----- Moderate-----	0.37 0.43	5 5	1-3 0.5-1
34----- Matamoros	0-65	35-55	0.05-0.2	0.14-0.19	7.9-8.4	<4	Very high-----	0.32	5	0.5-1
35, 36, 37, 38--- McAllen	0-14 14-72	14-25 20-31	0.6-2.0 0.6-2.0	0.11-0.16 0.09-0.18	7.9-8.4 7.9-8.4	<2 <4	Low----- Low-----	0.24 0.26	5 5	0.5-1 1-3
39----- Mercedes	0-19 19-57 57-65	40-60 45-60 45-60	<0.05 <0.05 <0.05	0.12-0.18 0.09-0.15 0.06-0.20	7.9-8.4 7.9-9.0 7.9-9.0	<4 <6 >4	Very high----- Very high----- Very high-----	0.32 0.32 0.32	5 5 5	1-3 1-3 1-3
40----- Mercedes	0-19 19-57 57-65	40-60 45-60 45-60	<0.05 <0.05 <0.05	0.02-0.12 0.02-0.09 0.02-0.07	7.9-9.0 7.9-9.0 7.9-9.0	>4 >6 >6	Very high----- Very high----- Very high-----	0.32 0.32 0.32	5 5 5	1-3 1-3 1-3
41----- Mercedes	0-19 19-57 57-65	40-60 45-60 45-60	<0.05 <0.05 <0.05	0.12-0.18 0.09-0.15 0.06-0.20	7.9-8.4 7.9-8.4 7.9-9.0	<4 <6 >4	Very high----- Very high----- Very high-----	0.32 0.32 0.32	5 5 5	1-3 1-3 1-3
42----- Nueces	0-29 29-72	2-12 18-34	0.3-5.0 0.2-0.6	0.05-0.10 0.12-0.17	6.1-7.3 6.6-8.4	<2 <2	Low----- Moderate-----	0.17 0.24	5 5	<1 1-3
43: * Nueces	0-29 29-72	2-12 18-34	2.0-6.0 3.2-0.6	0.05-0.10 0.12-0.17	6.1-7.3 6.6-8.4	<2 <2	Low----- Moderate-----	0.17 0.24	5 5	<1 1-3
Sarita	0-46 46-80	1-10 18-35	6.0-20 2.0-6.0	0.05-0.10 0.13-0.19	6.1-7.3 6.6-8.4	<2 <2	Low----- Moderate-----	0.17 0.24	5 5	0.5-1 1-3
44----- Olmito	0-47 47-60	35-55 35-55	0.3-0.6 0.3-0.6	0.13-0.18 0.06-0.18	7.9-8.4 7.9-8.4	<4 <4	Very high----- Very high-----	0.32 0.32	5 5	1-3 1-3
45, * 46, * 47, * Fico										

See footnote at end of table.

TABLE 18.--SOIL AND WATER FEATURES

["Flooding" and "water table" and terms such as "rare," "brief," "apparent," and "perched" are explained in the text. The symbol * means more than. Absence of an entry indicates that the feature is not a concern.]

Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Concrete
					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	E	None-----	---	---	5.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
8----- Comitas	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
9, 10, 11----- Delfina	D	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.
Bandado-----	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	D	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-----	---	---	>6.0	---	---	---	---	High-----	Low.
31.* Hidalgo-----	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
32.* Jimenez-----	C	None-----	---	---	>6.0	---	---	7-20	Thin	High-----	Low.

See footnotes at end of table.

QUAD
MAP

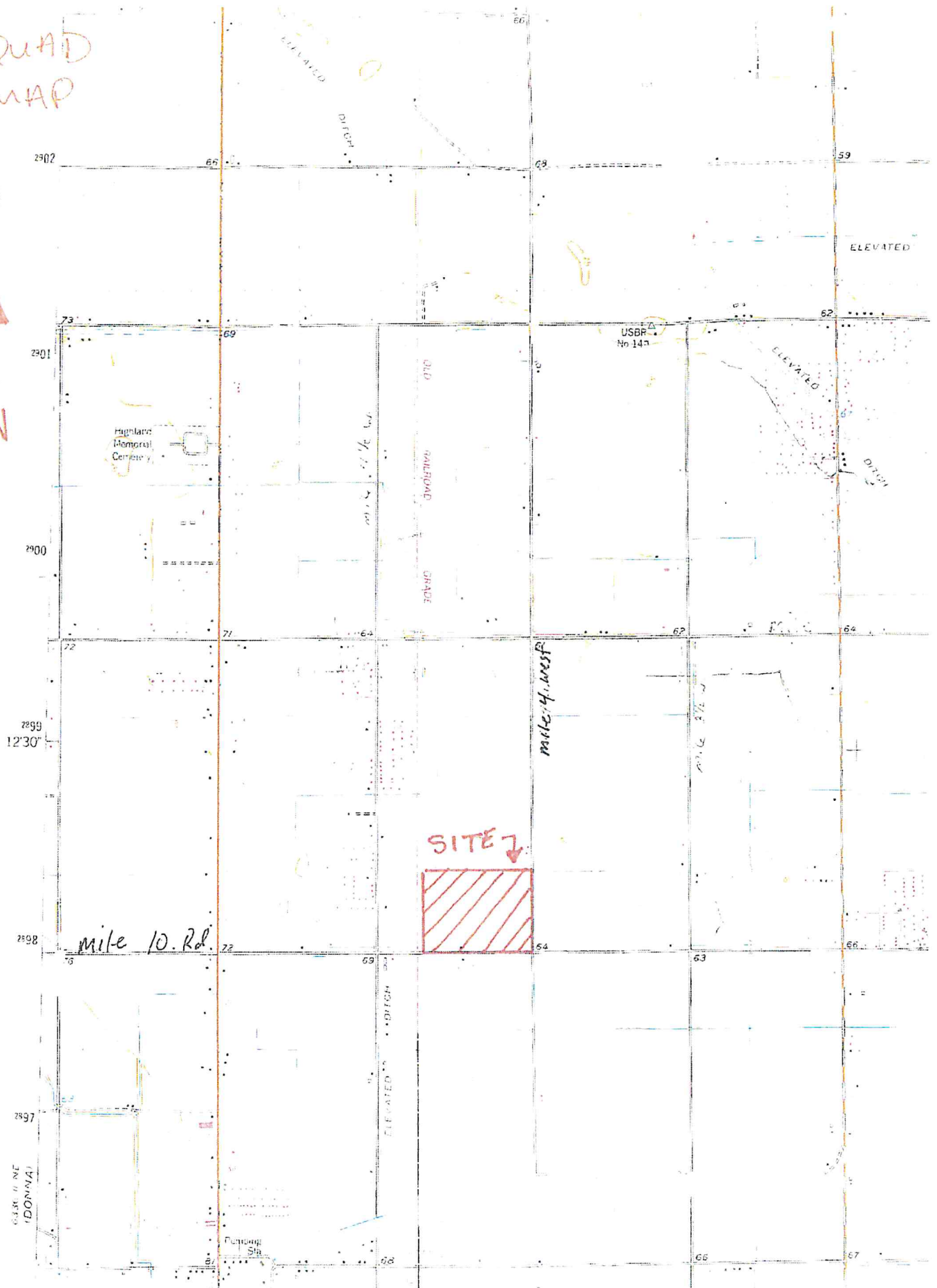


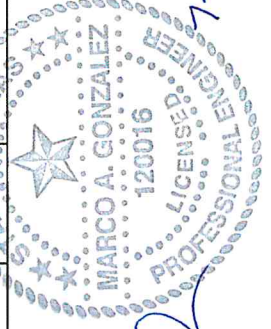
TABLE I

TIME OF CONCENTRATION DETERMINATION
San Jacinto Estates No. 10 PH I & II (Master Plan)

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW			CHANNEL, PIPE, STREET, ETC. FLOW						
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
Existing	Overland	0.2									0.00
D.A. No. 1	Overland & Gutter	0.35	140		15.56			520.00	0.30	28.89	44.44
D.A. No. 2 - D.A. No. 2	Pipe Flow	0.35						40.00	3.00	0.22	44.67
D.A. No. 2	Overland & Gutter	0.35	140		15.56			520.00	0.30	28.89	44.44
D.A. No. 2 - D.A. No. 4	Pipe Flow	0.35						262.00	3.00	1.46	45.90
D.A. No. 3	Overland & Gutter	0.35	140		15.56			520.00	0.30	28.89	44.44
D.A. No. 3 - D.A. No. 4	Pipe Flow	0.35						40.00	3.00	0.22	44.67
D.A. No. 4	Overland & Gutter	0.35	140		15.56			520.00	0.30	28.89	44.44
D.A. No. 4 - D.A. No. 8	Pipe Flow	0.35						575.00	3.00	3.19	47.64
D.A. No. 5	Overland & Gutter	0.35	140		15.56			500.00	0.30	27.78	43.33
D.A. No. 5 - D.A. No. 6	Pipe Flow	0.35						40.00	3.00	0.22	43.56
D.A. No. 6	Overland & Gutter	0.35	140		15.56			500.00	0.30	27.78	43.33
D.A. No. 6 - D.A. No. 8	Pipe Flow	0.35						262.00	3.00	1.46	44.79
D.A. No. 7	Overland & Gutter	0.35	140		15.56			500.00	0.30	27.78	43.33
D.A. No. 7 - D.A. No. 8	Pipe Flow	0.35						40.00	3.00	0.22	43.56
D.A. No. 8	Overland & Gutter	0.35	140		15.56			500.00	0.30	27.78	43.33
D.A. No. 8 - D.A. No. 12	Pipe Flow	0.35						372.00	3.00	2.07	45.40

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

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



Handwritten signature: M. Gonzalez

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

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

TABLE I											
TIME OF CONCENTRATION DETERMINATION											
San Jacinto Estates No. 10 PH I & II (Master Plan)											
COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW			CHANNEL, PIPE, STREET, ETC. FLOW						
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
Existing	Overland	0.2									0.00
D.A. No. 13	Overland & Gutter	0.35	140		15.56			520.00	0.30	28.89	44.44
D.A. No. 13 - D.A. No. 14	Pipe Flow	0.35						40.00	3.00	0.22	44.67
D.A. No. 14	Overland & Gutter	0.35	140		15.56			520.00	0.30	28.89	44.44
D.A. No. 14 - D.A. No. 15	Pipe Flow	0.35						262.00	3.00	1.46	45.90
D.A. No. 15	Overland & Gutter	0.35	140		15.56			520.00	0.30	28.89	44.44
D.A. No. 15 - D.A. No. 16	Pipe Flow	0.35						40.00	3.00	0.22	44.67
D.A. No. 16	Overland & Gutter	0.35	140		15.56			520.00	0.30	28.89	44.44
D.A. No. 16 - D.A. No. 20	Pipe Flow	0.35						575.00	3.00	3.19	47.64
D.A. No. 17	Overland & Gutter	0.35	140		15.56			500.00	0.30	27.78	43.33
D.A. No. 17 - D.A. No. 18	Pipe Flow	0.35						40.00	3.00	0.22	43.56
D.A. No. 18	Overland & Gutter	0.35	140		15.56			500.00	0.30	27.78	43.33
D.A. No. 18 - D.A. No. 19	Pipe Flow	0.35						262.00	3.00	1.46	44.79
D.A. No. 19	Overland & Gutter	0.35	140		15.56			500.00	0.30	27.78	43.33
D.A. No. 19 - D.A. No. 20	Pipe Flow	0.35						40.00	3.00	0.22	43.56
D.A. No. 20	Overland & Gutter	0.35	140		15.56			500.00	0.30	27.78	43.33
D.A. No. 20 - D.A. No. 24	Pipe Flow	0.35						372.00	3.00	2.07	45.40

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

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

TABLE IA
FLOWRATE DETERMINATION
San Jacinto Estates No. 10 PH I & II (Master Plan)

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE DIMENSION (Slope & Dia.)	Pipe Flowrate (c.f.s.)
Existing			0.00	10				
D.A. No. 1	2.860	0.35	44.44	10	3.926	3.93	0.38%	
D.A. No. 2 - D.A. No. 2	2.860	0.35	44.67	10	3.913	3.93	2	15.14
D.A. No. 2	1.550	0.35	44.44	10	3.926	2.13	0.20%	
D.A. No. 2 - D.A. No. 4	4.410	0.35	45.90	10	3.845	6.06	2	10.98
D.A. No. 3	2.130	0.35	44.44	10	3.926	2.93	0.38%	
D.A. No. 3 - D.A. No. 4	6.540	0.35	44.67	10	3.913	8.99	2	15.14
D.A. No. 4	2.130	0.35	44.44	10	3.926	2.93	0.24%	
D.A. No. 4 - D.A. No. 8	8.670	0.35	47.64	10	3.753	11.91	2	12.03
D.A. No. 5	2.540	0.35	43.33	10	3.990	3.55	0.38%	
D.A. No. 5 - D.A. No. 6	2.540	0.35	43.56	10	3.977	3.55	2	15.14
D.A. No. 6	2.380	0.35	43.33	10	3.990	3.32	0.20%	
D.A. No. 6 - D.A. No. 8	4.920	0.35	44.79	10	3.906	6.87	2	10.98
D.A. No. 7	2.380	0.35	43.33	10	3.990	3.32	0.38%	
D.A. No. 7 - D.A. No. 8	7.300	0.35	43.56	10	3.977	10.20	2	15.14
D.A. No. 8	2.380	0.35	43.33	10	3.990	3.32	0.15%	
D.A. No. 8 - D.A. No. 12	18.350	0.35	0.00	10	15.477	25.43	3	28.05

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

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

TABLE IA

FLOWRATE DETERMINATION

San Jacinto Estates No. 10 PH I & II (Master Plan)

[illegible]

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

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

TABLE IA FLOWRATE DETERMINATION San Jacinto Estates No. 10 PH I & II (Master Plan)									
COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE DIMENSION (Slope & Dia.)	Pipe Flowrate (c.f.s.)	
Existing			0.00	10					
D.A. No. 13	2.860	0.35	44.44	10	3.926	3.93	0.38%		
D.A. No. 13 - D.A. No. 14	2.860	0.35	44.67	10	3.913	3.93	2	15.14	
D.A. No. 14	1.550	0.35	44.44	10	3.926	2.13	0.20%		
D.A. No. 14 - D.A. No. 15	4.410	0.35	45.90	10	3.845	6.06	2	10.98	
D.A. No. 15	2.130	0.35	44.44	10	3.926	2.93	0.38%		
D.A. No. 15 - D.A. No. 16	6.540	0.35	44.67	10	3.913	8.99	2	15.14	
D.A. No. 16	2.130	0.35	44.44	10	3.926	2.93	0.24%		
D.A. No. 16 - D.A. No. 20	8.670	0.35	47.64	10	3.753	11.91	2	12.03	
D.A. No. 17	2.540	0.35	43.33	10	3.990	3.55	0.38%		
D.A. No. 17 - D.A. No. 18	2.540	0.35	43.56	10	3.977	3.55	2	15.14	
D.A. No. 18	2.380	0.35	43.33	10	3.990	3.32	0.20%		
D.A. No. 18 - D.A. No. 19	4.920	0.35	44.79	10	3.906	6.87	2	10.98	
D.A. No. 19	2.380	0.35	43.33	10	3.990	3.32	0.38%		
D.A. No. 19 - D.A. No. 20	7.300	0.35	43.56	10	3.977	10.20	2	15.14	
D.A. No. 20	2.380	0.35	43.33	10	3.990	3.32	0.15%		
D.A. No. 20 - D.A. No. 24	18.350	0.35	0.00	10	15.477	25.43	3	28.05	

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

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

TABLE IA

FLOWRATE DETERMINATION

San Jacinto Estates No. 10 PH I & II (Master Plan)

[illegible]

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

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

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

Document No: 2873612

Billable Pages: 3

Recorded On: December 18, 2017 12:00 PM

Number of Pages: 4

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

Total Recording: \$ 44.00

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

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

File Information:

Document No: 2873612
Receipt No: 20171218000214
Recorded On: December 18, 2017 12:00 PM
Deputy Clerk: Amabely Rodriguez
Station: Mcallen-CC-K23

Record and Return To:

Valley Land Title

MCALLEN TX 78504



STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: December 12, 2017

Grantor: ELIZABETH & GOPAL LIMITED PARTNERSHIP, a Texas limited partnership as successor in interest by merger with THE KRISHNAN REAL PROPERTY LIMITED PARTNERSHIP

Grantor's Address: 2306 S. Victoria, Donna, Hidalgo County, TX 78537-5683

Grantee: SAN JACINTO ENTERPRISES, L.L.C., a Texas limited liability company

Grantee's Mailing Address: 2100 W. Expressway 83, Mercedes, Hidalgo County, TX 78570

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration and the further consideration of a Note of even date herewith which is in the principal amount of ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00), is executed by Grantee and is payable to the order of TEXAS FARM CREDIT SERVICES, FLCA. The Note is secured by a vendor's lien retained in favor of and assigned to TEXAS FARM CREDIT SERVICE, FLCA in this deed and by a Deed of Trust of even date from Grantee to MARK A. MILLER, Trustee.

Property (including any improvements): A 16.65 ACRE TRACT OUT OF FARM TRACT 94, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 444190 AND 444191, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF MILE 10 NORTH ROAD FOR THE SOUTHEAST CORNER OF FARM TRACT 94 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, WEST, ALONG THE SOUTH LINE OF FARM TRACT 94 AND THE CENTERLINE OF MILE 10 NORTH ROAD, A DISTANCE OF 548.50 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF THE BRUCE N. EDWARDS, JR. TRACT (A 200.00 FEET WIDE STRIP OF LAND OUT OF FARM TRACT 94, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 603921, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH, ALONG THE EAST LINE OF THE BRUCE N. EDWARDS, JR. TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 25.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 10 NORTH ROAD, A TOTAL DISTANCE OF 1,320.10 FEET (MAP RECORD: 1,320.00 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF FARM TRACT 94 AND THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE, N 89° 58' 49" E (MAP RECORD: EAST), ALONG THE NORTH LINE OF FARM TRACT 94, A DISTANCE OF 550.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND THE NORTHEAST CORNER OF FARM TRACT 94 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH, ALONG THE EAST LINE OF FARM TRACT 94, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,295.30 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 10 NORTH ROAD, A TOTAL DISTANCE OF 1,320.30

FEET (MAP RECORD: 1, 320. 00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 16.65 ACRES OF LAND MORE OR LESS.

Reservations from Conveyance: For Grantor and Grantor's heirs, successor's and assigns forever, a reservation of all oil, gas and other minerals in, on, under or that may be produced from the property; provided further, if the mineral estate is subject to existing production or existing leases, this reservation includes the production, the leases and all benefits therefrom; such reserved interest being limited, however, by the agreement of Grantor as to any future leases and any future lessee of Grantor and Grantor's successors and assigns (specifically excluding any existing oil, gas and mineral leases), that no well or other edifice shall ever be placed, drilled, or otherwise installed upon the surface of the Property embraced by this reservation, without prejudice, however, to Grantor's retained interest, herein provided for, in the subsurface of the Property consistent with development of the Property, including (but not limited to) the right to drill wells directionally for oil, gas or other minerals below the surface of the Property regardless of where the directionally drilled wells, if any, shall be bottomed, the right to execute unitization agreements permitting the Property to be unitized with other lands upon which wells have been drilled for salt water or other materials and substances into the subsurface of the Property in such manner as not to harm the surface of the Property.

Other Reservations and Exceptions to Conveyance and Warranty:

1. Statutory easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.
2. Roads and reservations as shown on the map of West and Adams Tract Subdivision, recorded in Volume 2, Pages 34-37, Map Records of Hidalgo County, Texas.
3. Easements reserved for canals, roads and drains as shown by instrument dated September 15, 1933, recorded in Volume 396, Page 374, Deed Records of Hidalgo County, Texas.
4. Right of Way Easement in favor of North Alamo Water Supply Corporation as shown by instrument dated January 2, 2008, filed January 4, 2008, under Document Number 2008-1842416, Official Records of Hidalgo County, Texas.
5. Mineral and/or royalty reservation contained in deed dated October 20, 1942, recorded in Volume 498, Page 518; dated December 16, 1948, recorded in Volume 651, Page 551; dated November 17, 1955, recorded in Volume 847, Page 216; and dated December 19, 1978, recorded in Volume 1605, Page 21, Deed Records of Hidalgo County, Texas.
6. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated October 13, 1958, by and between Robert E. Tucker, as Lessor, and Robert E. Tucker, as Lessee, recorded in Volume 229, Pages 173; Volume 229, Page 175; Volume 219, Page 128, Oil and Gas Records of Hidalgo County, Texas.
7. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated February 2, 1972, in favor of Charles A. Brandt, as Lessee, recorded in Volume 338, Page 582; Volume 338, Page 585; Volume 338, Page 588 and Volume 338, page 591, both in the Oil and Gas Records of Hidalgo County, Texas.
8. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated December 11, 1980, in favor of Tana Oil & Gas Corp. recorded in Volume 397, Page 580, Volume 397, Page 647; Volume 397, Page 650; Volume 398, Page 266, Oil and Gas Records of Hidalgo County, Texas.
9. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated April 28, 1999, by and between as Lessor, and RD Exploration, Inc., as Lessee, filed on January 27, 2000, under Document Number 841100, 841101, 841102, 841104, 841105, 841106 and Document Number 841109, Official Records of Hidalgo County, Texas.
10. Any claim or allegation that the property is conveyed in violation of state statutes or any county or municipal ordinances requiring the platting of the land or affecting subdivisions, or any loss of the use of the land by reason thereof.
11. Visible and apparent easements on or across the property herein described.
12. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
13. Taxes for 2018 and subsequent years, together with subsequent assessments for the current and prior years due to change of use, ownership or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to

Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

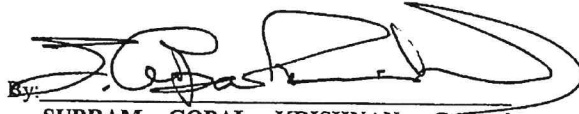
TEXAS FARM CREDIT SERVICES, FLCA, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The first and superior vendor's lien and the superior title to the property are retained for the benefit of TEXAS FARM CREDIT SERVICES, FLCA, and are transferred to TEXAS FARM CREDIT SERVICES, FLCA, without recourse on Grantor.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

WITH THE EXCEPTION OF THE WARRANTY OF TITLE SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATION OR WARRANTY TO GRANTEE WITH RESPECT TO THE PROPERTY, THE FITNESS OR CONDITION OF THE PROPERTY FOR ITS INTENDED USE, COMPLIANCE WITH APPLICABLE LAW, RULES, REGULATIONS, ORDERS OR ORDINANCES OF GOVERNMENTAL AUTHORITY OR APPLICABLE INDUSTRY CODES, ACTUAL LOCATION OF IMPROVEMENTS, OR UTILITY EASEMENTS OR UTILITY LINES OR OTHERWISE WITH RESPECT TO THE PROPERTY. THE PROPERTY IS CONVEYED IN AS-IS, WHERE-IS CONDITION.

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

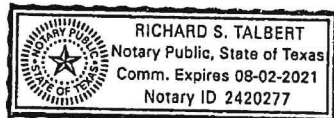
ELIZABETH & GOPAL LIMITED
PARTNERSHIP, a Texas limited partnership

By: 
SUBRAM GOPAL KRISHNAN, General
Partner

(ACKNOWLEDGMENT)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 12th day of December, 2017, by SUBRAM GOPAL KRISHNAN, General Partner of ELIZABETH & GOPAL LIMITED PARTNERSHIP, a Texas Limited Partnership, in the capacity therein stated and as the act and deed thereof.




Notary Public, State of Texas

PREPARED BY:

Law Office of Richard S. Talbert
612 S. Texas Blvd.
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)
Email: rstlaw@bizrgv.rr.com

CHARGE RECORDING AND RETURN TO:

Valley Land Title Co.
6013 N. 10th Street
McAllen, TX 78504

File/GF No. 7265.17/154695vlt

2019 TAX STATEMENT



PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540

Certified Owner:

SAN JACINTO ENTERPRISES LLC
2100 W EXPRESSWAY 83
MERCEDES, TX 78570

Legal Description:

WEST TRACT E550'-FT 94 16.65AC GR
16.33AC NET

Account No: **W3800-00-094-0000-00**

Appr. Dist. No.: **324353**

Legal Acres: 16.3300

Parcel Address: MILE 10 N

As of Date: 11/21/2019

Print Date: 11/21/2019

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$195,960	\$0	\$195,960	\$195,960	\$0	\$0	\$195,960	\$0
Taxing Unit		Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
			Code	Amount			
HIDALGO COUNTY		\$195,960	OSP	\$189,003.00	\$6,957	0.5750000	\$40.00
DRAINAGE DIST #1		\$195,960	OSP	\$189,003.00	\$6,957	0.1051000	\$7.31
EMS DIST #1		\$195,960	OSP	\$189,003.00	\$6,957	0.0200000	\$1.39
WESLACO ISD		\$195,960	OSP	\$189,003.00	\$6,957	1.0687000	\$74.35
SOUTH TEXAS ISD		\$195,960	OSP	\$189,003.00	\$6,957	0.0492000	\$3.42
SOUTH TEXAS COLLEGE		\$195,960	OSP	\$189,003.00	\$6,957	0.1733000	\$12.06

Total Tax: \$138.53

Total Tax Paid to date: \$0.00

Total Tax Remaining: \$138.53

Exemptions:

OSP OPEN SPACE I-D-1

AMOUNT DUE IF PAID BY:

12/02/2019 0%	12/31/2019 0%	01/31/2020 0%	03/02/2020 7%	03/31/2020 9%	04/30/2020 11%
\$138.53	\$138.53	\$138.53	\$148.22	\$151.01	\$153.77
06/01/2020 13%	06/30/2020 15%	07/31/2020 18 + up to 15%	08/31/2020 19 + up to 15%	09/30/2020 20 + up to 15%	11/02/2020 21 + up to 15%
\$156.54	\$159.31	\$187.99	\$189.58	\$191.17	\$192.76

School Information:

WESLACO ISD 2019 M&O 1.0487000 I&S .02000000 Total 1.0687000 2018 M&O 1.1397000 I&S .02000000 Total 1.1597000

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

4.1.68



Print Date: 11/21/2019

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157



W3800-00-094-0000-00

SAN JACINTO ENTERPRISES LLC
2100 W EXPRESSWAY 83
MERCEDES, TX 78570

AMOUNT PAID:

\$ _____

00003243530000013853



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-9
From:		
Subject: Discussion and consideration on Ambulance Services Agreement between City of Weslaco and VHS Harlingen Hospital Company, LLC dba Valley Baptist Micro-Hospital Weslaco for ambulance transportation services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)		
Background: Ambulance Services Agreement between City of Weslaco and VHS Harlingen Hospital Company, LLC dba Valley Baptist Micro-Hospital Weslaco for ambulance transportation services. Emergency Transportation needs from Micro Hospital Weslaco to main campus Valley Baptist Hospital (Harlingen) or any facility in region in cases of greater services required for patient care.		
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):		
Melissa Valdez	Created/Initiated	
Antonio Lopez	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: Ambulance Services Agreement		
Responsibilities upon Approval:		

AMBULANCE SERVICES AGREEMENT

THIS AMBULANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of the later of **January 03, 2020**, or the execution of the Agreement by both parties (the "Effective Date") between **VHS Harlingen Hospital Company, LLC**, a limited liability company, doing business as **Valley Baptist Micro-Hospital Weslaco** ("Hospital") and **City of Weslaco** ("Company").

RECITALS:

A. Hospital operates an acute care hospital known as Valley Baptist Micro-Hospital Weslaco and is in need of ambulance transportation services for patients discharged, transferred, or transported from Hospital (the "Services").

B. Company is an emergency services provider licensed by the Texas Department of State Health Services ("TDSHS") with experience in furnishing the Services in the State of Texas ("State"). Company operates a fleet of emergency medical services vehicles to furnish emergency and non-emergency ambulance transportation service, and Company employs emergency medical services personnel qualified and trained to provide the Services and licensed by TDSHS.

C. Company and Hospital agree that it is in the best interest of Hospital's ability to provide quality patient care in a cost-effective and efficient manner for Hospital to contract with an entity to provide the Services.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and Company agree as follows:

1. COMPANY'S OBLIGATIONS.

a. **Services.** Hospital hereby engages Company to provide the Services for Hospital patients as requested by Hospital, and Company hereby accepts such engagement and agrees to provide said Services in accordance with the terms and conditions of this Agreement. Company shall provide said Services through employees and/or contractors of Company (collectively, "Company Staff") who are qualified and appropriately licensed to perform all functions assigned to them by Company in connection with the provision of Services by Company hereunder. In addition, Company shall provide Hospital with documentation of all Services rendered hereunder; such documentation shall be submitted to Hospital on at least a monthly basis, and shall be in the form, and contain the information, requested by Hospital. Company will provide the aforesaid Services in part or in whole for patients in Hospital's service area.

b. **Applicable Standards.** Company and its Company Staff agree that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of

199078-0

any federal, State or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body, including The Joint Commission, having authority to set standards for health care facilities.

c. **Records and Reports.** Company shall provide or cause to be provided to Hospital all records and reports requested by Hospital. Company's records of billings and receipts relating to the Services performed hereunder shall be available to Hospital upon request. Company agrees that all records and reports required by this Subsection shall be the exclusive personal property of Hospital.

d. **Use of Premises.** Neither Company nor Company Staff shall use, or knowingly permit any person under its direction to use, any part of Hospital's premises for any purpose other than the performance of the Services for Hospital, its patients and its private physicians pursuant to this Agreement. Hospital and Company acknowledge that, in addition to the Services provided hereunder at Hospital's request for patients discharged or transferred from Hospital, Company and its Company Staff transport and deliver patients to Hospital and transport from Hospital at the request of or on behalf of such patients or their families or health care providers other than Hospital; and that neither Company or its Company Staff are prohibited from performing such other services or limited in the performance of those services or the use of Hospital's premises to perform such services. Hospital is not responsible for payment for any such services not requested by Hospital.

e. **Representations and Warranties.** Company represents and warrants to Hospital as follows: (i) neither Company nor any Company Staff is bound by any agreement or arrangement which would preclude Company or any Company Staff from entering into, or from fully performing the Services required under, this Agreement; (ii) neither Company nor any Company Staff's license or certification in the State or in any other jurisdiction has ever been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; (iii) Company and Company Staff have, and shall maintain throughout this Agreement, all appropriate federal and State licenses and certifications which are required to perform the Services under this Agreement; (iv) all drivers employed by Company to provide the Services under this Agreement will at all times hold valid drivers' licenses, with appropriate passenger endorsements, issued by the State Department of Public Safety ("DPS"). All vehicles used by Company will be properly maintained and will comply with all applicable regulations and inspections requirements of the DPS and Texas Department of Transportation ("TxDOT") and any other applicable governmental or non-governmental agencies; (v) Company shall compensate any physician affiliated with Company, including but not limited to any physician shareholder, member, partner, employer and/or independent contractor, in a manner that is commercially reasonable and consistent with fair market value, and that does not vary with or reflect or relate to either directly or indirectly, the volume or value of any actual or anticipated patient referrals to, or other business generated for, the Hospital; (vi) Company shall comply with all relevant claims submission and billing laws and regulations. Company further represents to Hospital that the compensation paid or to be paid by Company to any physician is and will, at all times during the term of the Agreement, be fair market value for services actually provided by such physician, not taking into account the value or volume of referrals or other

199078-0

business generated by such physician for Hospital. Company represents to Hospital that Company has and will at all times maintain a written agreement with any physician receiving compensation from Company who is not an employee of Company (e.g., each non-employed independent contractor), which written agreement is or will be signed by the parties, and does or will specify the services covered by the arrangement. Company further represents that with respect to employees of Company with whom Company does not have a written employment agreement, the employment arrangement is or will be for identifiable services and is or will be commercially reasonable even if no referrals are made to Company by the employee.

f. **Hospital Employees; Company Staff Obligations.** Company shall not solicit the services of, nor employ or procure on behalf of another, the employment of any individual currently employed by Hospital or under a service contract with Hospital; nor shall Company or any of the Company Staff engage in any other activity which would be in conflict with its respective obligations hereunder. Company shall cause all Company Staff to comply with the terms and conditions of this Agreement.

g. **Provision of the Services.** (i) Company will staff each ambulance with at least two (2) Company Staff who are certified with the State Department of Health to perform ambulance duties as required hereunder; (ii) Company Staff supplied by Company shall hold a minimum certificate of training as an Emergency Medical Technician. For situations requiring a higher level of care, Company Staff shall be certified as EMT-Special Skills or EMT-Paramedic; (iii) it shall be the responsibility of Company to ensure that all Company Staff are qualified to provide transport and emergency services; (iv) Company shall agree to maintain each ambulance with all emergency equipment and supplies for handling patient emergencies; (v) if Company does not have available specialized equipment needed for transport of a patient, Company shall immediately notify Hospital, and Hospital will contact another provider that has the necessary equipment; (vi) Company will provide emergency and non-emergency medical transportation to designated patients of Hospital. Transports may be of an emergent nature, or pre-scheduled non-emergencies; (vii) Company shall respond to emergency calls within thirty (30) minutes, and within sixty (60) minutes for non-emergent calls. Notwithstanding the foregoing, Hospital may request shorter response times for individual situations and patients. If Company is unable to respond within the time frame required or specifically requested, it must immediately notify Hospital, in which instance Hospital may retain another Company that can timely provide the necessary services; (viii) it is Company's responsibility to immediately notify the Hospital of any foreseeable delays in responding; (ix) it shall be the responsibility of Company to supply Hospital patients with totally operable and comfort-controlled ambulances, including air conditioning, and in the event Company fails to satisfy this provision, there shall be no charge for the transport; and (x) it shall be the responsibility of Company to promptly return any Hospital equipment used during transport, or Hospital personnel required to accompany patient during same, to Hospital. Company agrees to reimburse Hospital for any equipment which is lost, broken, not returned, or otherwise missing after the transport. Cost for such equipment shall be at replacement value.

2. **COMPANY'S COMPENSATION.**

a. **Fees.** For the Services rendered pursuant to this Agreement, when required or permitted by applicable law or regulation, Company will bill the patient, the patient's financially responsible party, or any available insurance or third-party payment source including but not limited to third-party insurance, Medicare Part B, or Medicaid. Hospital will cooperate with Company in obtaining and sharing billing information regarding patients, financially responsible parties, insurance, and other third-party payments sources for patients transported by Company. In the event of transports for which Hospital is responsible to provide, transports that Company is prohibited from billing directly to Medicare Part B, Medicaid or any other available insurance or third-party payment source, transports for which no such sources for payment are available, or transports for which Hospital has otherwise agreed (in advance and in writing) to be responsible for payment for any other reason, Hospital shall pay Company as its sole compensation hereunder, in accordance with the rates described in and in effect from time to time in Schedule 1, attached hereto and made a part hereof. Said rates described in Schedule 1 shall not be applicable to billings to the patient, the patient's financially responsible party, or any available insurance or third-party payment source. These rates are all-inclusive prices for ambulance services, and cover any and all personnel, equipment, and supplies that may be required during the transport. Notwithstanding the foregoing, no compensation shall be payable to Company for any Services for which Company has not submitted such documentation as reasonably required by Hospital, including, without limitation, the IRS Form W-9 "Request for Taxpayer Identification Number and Certification."

b. **Entire Compensation.** Company shall have the sole responsibility to compensate Company Staff. Company reserves the right, in its sole discretion, to determine the compensation payable to each Company Staff. Company hereby agrees to indemnify and hold Hospital harmless from any and all claims, costs and/or liability suffered or incurred by Hospital in connection with any claims for compensation by Company Staff for the Services rendered hereunder. The indemnification obligations herein stated in this Subsection shall survive the termination and/or expiration of this Agreement.

c. **Managed Care.** Company shall participate in all third-party payment or managed care programs in which Hospital participates, render the Services to any and all patients covered by such programs, and accept the payment amounts provided for under these programs as payment in full for the Services of Company to program patients.

3. **TERM.** The term of this Agreement ("Term") shall be **two (2) years** commencing on the Effective Date. If the parties continue to abide by the terms and conditions of this Agreement without having executed a renewal or extension of this Agreement or advised the other party of such party's intent not to renew or extend this Agreement, then this Agreement shall automatically be extended on a month-to-month basis for up to six (6) months.

4. **TERMINATION.**

a. **Termination Without Cause.** Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least **sixty (60) days'** prior written notice.

b. **Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

c. **Termination for Changes in Law.** In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which a party (the "Noticing Party") reasonably believes (i) materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party thirty (30) days prior written notice of its intent to amend or terminate this Agreement. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Agreement to take into account the Legal Event, and, if accepted by the other party prior to the end of the thirty (30) day notice period, the Agreement shall be amended as of the date of such acceptance and if not amended shall automatically terminate.

d. **Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

5. **COMPANY'S STATUS.** Company and each Company Staff shall act at all times under this Agreement as independent contractors. The parties agree that Hospital shall not have and shall not exercise any control or direction over the manner or method by which each Company Staff provides the Services. However, Company shall require all Company Staff to perform at all times in accordance with currently approved methods and standards of practice for the Services in the medical community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

6. **INSURANCE.**

a. Company shall secure and maintain at all times during the Term, at Company's sole expense, commercial general liability insurance, covering Company, all Company Staff and all of Company's employees, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

Commercial General Liability Insurance covering bodily injury and property damage to third parties and including Products/Completed Operations, Blanket Contractual Liability, and Personal/Advertising Injury:

\$1,000,000 per occurrence; \$1,000,000 general aggregate
and
\$1,000,000 per occurrence Personal/Advertising Injury
\$1,000,000 Products/Completed Operations aggregate

Such insurance shall name Hospital as an Additional Insured and shall not be cancelable except upon thirty (30) days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

b. Company shall also secure and maintain at all times during the Term, at Company's sole expense, workers' compensation and employers' liability insurance covering Company's employees and all Company Staff, with a carrier licensed to do business in the State and having at least an "A" BEST rating, 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

Such coverage shall be placed as an actual Workers' Compensation policy, not as a health benefits policy, and shall be endorsed to include (1) a waiver of subrogation in favor of Hospital, and (2) a thirty (30)-day notice of cancellation. Such coverage shall be primary and non-contributory. Company shall annually provide a certificate of insurance to Hospital evidencing such coverage and coverage extensions.

c. Company shall also secure and maintain at all times during the Term, at Company's sole expense, comprehensive auto liability covering Company, all Company Staff and all of Company's employees, and any vehicle which will be used in connection with this Agreement or which will be brought onto Hospital property, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

\$1,000,000 per occurrence; \$3,000,000 aggregate or
\$3,000,000 Combined Single Limit

Policy shall include Physical Damage (Comprehensive/Collision) on all vehicles as well with a deductible no higher than \$500/claim or occurrence. Policy shall be endorsed (1) to include Hospital as an Additional Insured and (2) to afford a thirty (30)-day notice of cancellation. Such coverage shall be primary and non-contributory. Company shall annually provide a certificate of insurance to Hospital evidencing such coverage and coverage extensions.

d. Company shall secure and maintain at all times during the Term, at Company's sole expense, professional liability insurance covering Company, all Company Staff, all of Company's employees, and any Emergency Medical Technicians or Paramedics employed or utilized in connection with this Agreement, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

\$1,000,000 per claim/occurrence and \$3,000,000 aggregate

Such insurance shall not be cancelable except upon thirty (30) days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions. 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, Company hereby agrees that prior to the effective date of termination of Company's current insurance coverage, Company shall purchase, at Company's sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or unlimited tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of Company's current coverage or prior to termination of this Agreement, and Company shall provide Hospital a certificate of insurance evidencing such coverage.

7. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of Services rendered to Hospital pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Company agrees that at least for four (4) years after the furnishing of such Services, Company shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **CONFIDENTIALITY.** Company and Company Staff agree to maintain and hold as confidential and to not disclose the terms of this Agreement or any confidential or proprietary information that Company or Company Staff may be provided during the term of this Agreement to any other person (with the exception of Company's or any Company Staff's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by Hospital ("Confidential Information"). As between Hospital, its affiliates, and Company, any Confidential Information of Hospital or its affiliates or Data provided to or learned by Company 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 Company 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 Company is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Additionally, Company shall not use, authorize to use or disclose the

199078-0

Data received from Hospital for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of Company or for any commercial exploitation, unless otherwise agreed upon in writing by Hospital or its affiliates. Moreover, Company 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. With respect to any patient or medical record information regarding Hospital patients, Company and Company Staff shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and its medical staff, regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

9. **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. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

10. **INDEMNIFICATION.** Both parties mutually agree to indemnify and hold each other harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), which directly or indirectly arise from the performance of the Services hereunder by the indemnifying party, its agents, servants, representatives and/or employees.

11. **DISCLOSURE OF TERMS OF AGREEMENT.** Neither Facility nor any Facility Staff 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. Facility shall not represent, directly or indirectly, that any product or service of Facility

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has been approved or endorsed by Hospital or any of its affiliates, without the prior written consent of Hospital.

12. **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 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. Company shall not assign or transfer, in whole or in part, this Agreement or any of Company's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Company without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

13. **REFERRALS.** The parties acknowledge that none of the benefits granted Company hereunder are conditioned on any requirement that Company make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital or its affiliates.

14. **NON-DISCRIMINATION.** Company agrees to treat in a nondiscriminatory manner any and all patients receiving medical benefits or assistance under any federal health care program.

15. **COMPLIANCE OBLIGATIONS.** Company 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>. Company shall require any employees 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.

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16. **EXCLUSION LISTS SCREENING.** Company 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, Company 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.

VHS HARLINGEN HOSPITAL COMPANY, LLC
d/b/a VALLEY BAPTIST MICRO-HOSPITAL WESLACO

By: 
Name: Manuel Vela
Title: Chief Executive Officer
Date: 1-3-2014
Address: 2101 Pease Street
Harlingen, Texas 78550

CITY OF WESLACO

By: _____
Name: _____
Title: _____
Date: _____
Address: _____

SCHEDULE 1

HOSPITAL PAID TRANSPORT RATES

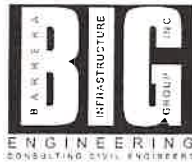
The fees to be paid by Hospital (as opposed to fees to be paid by third party payors) for the Services identified below shall be the then-current Medicare rate for such Services, based on the CPT Code. As an example, the 2019 rates in effect as of the Effective Date of this Agreement are as follows:

Procedure Description	Code	Medicare 2019 Urban Base Rate
Ground mileage	A0425	\$7.55
Non-emergency transport, level 1 (ALS 1)	A0426	\$269.20
Emergency transport, level 1 (ALS1-emerg)	A0427	\$426.23
Non-emergency transport (BLS)	A0428	\$244.33
Emergency transport (BLS-emergency)	A0429	\$358.93
Emergency ALS 2	A0433	\$616.91



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-12	
From: Rebekah De La Fuente			
Subject: Discussion and clarification of the Utility Policy Ordinance as codified under Article II Section 4 (5) (d) Utility Reimbursement Agreement Filing Deadline and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The developer of Saltillo Plaza is requesting to enter into a Utility Reimbursement Agreement. The subdivision for this property was recorded at County on November 20, 2019 and the building has already received its final inspection and certificate of occupancy. The developer of the property is requesting clarification of the ordinance regarding the timeline for filing a utility agreement. Notice was sent to the adjacent property owner on January 7, 2020.			
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):			
Rebekah De La Fuente		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		Final Approval	
City Manager Comments: Disapprove.			
Staff Recommendation: Staff is recommending clarification on the appropriate timeline for executing a Utility Reimbursement Agreement.			
Attachments, if any: Saltillo Plaza Reimbursement Request , Utility Policy Ordinance, Saltillo Plaza - Notice			
Responsibilities upon Approval: Staff will advise the applicant.			



January 3, 2020

Rebekah de la Fuente, CFM
City of Weslaco Planning Director
255 South Kansas Avenue
Weslaco, Texas 78596

Re: Request Weslaco City Commission consider approval of a reimbursement agreement for Saltillo Plaza Subdivision

Dear Rebekah,

On behalf of my client, I am respectfully requesting that the City of Weslaco City Council consider clarifying Article II Section 4 (5) (d) of the Weslaco City Ordinance in regards to time filing of reimbursement agreements with the City of Weslaco and possible action regarding the approval of the Sanitary Sewer Reimbursement Agreement for Saltillo Plaza Subdivision.

The owner of the property invested considerable funds to extend sanitary sewer facilities to the subdivision and is seeking fair and equitable reimbursement for future connections to this sanitary sewer line. The ordinance is not clear with respect to the timeline approval of reimbursement agreements and we would respectfully request approval of the reimbursement agreement for the post recording of Saltillo Plaza Subdivision. Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,

 1/3/20

Rene Barrera, P.E.
Barrera Infrastructure Group, Inc.
Texas Engineering FIRM No.: F-6435



ARTICLE II. - UTILITY POLICY

Section I. - Definitions:

- (a) *Utilities* : Pertaining to the installed cost including: Labor, ditching, engineering, and material of line, fire hydrants, valves [valves], fittings, lift station, and other appurtenances necessary to furnish water and sewer service to a subdivision.
- (b) *Developer's cost* : The total cost of utilities sufficient to provide service (including fire protection).
- (c) *City's cost* : The total cost of utilities in excess of the the size required of the developer.
- (d) *Total cost* : Includes engineering and contingencies.
- (e) *City or city's share* : These words are always synonymous with the City of Weslaco Public Utilities.
- (f) *Urban subdivision* : A subdivision within the corporate limits of the City of Weslaco.
- (g) *Suburban subdivision* : A subdivision lying in whole or in part within extraterritorial jurisdiction of the City of Weslaco.
- (h) *Completed residential unit* : The completion of construction of a residential (including apartment) unit and connected to the system.
- (i) *Ordinance* : City of Weslaco Ordinance No. 75-4, Subdivision Ordinance.

Section II. - Extension to commercial developments within the corporate limits of the City of Weslaco shall be in the manner herein prescribed:

- (a) The developer will pay one hundred percent (100%) of the total cost of extensions from existing city utilities for utilities sufficient to provide service (including fire protection) and the city will pay for utilities in excess of the size required of the developer. The cost to the developer will be recoverable at the rate of twenty percent (20%) of the developer's cost per year for five (5) years.
- (b) Provision for right-of-way acquisition shall be in the manner herein prescribed: It shall be the developer's obligation to acquire right-of-way needed to extend utility lines from their present terminus or nearest location to developer's property, the cost of which shall be reimbursable as above set forth. The cost of such right-of-way, the location and width of same, shall be first subject to approval of city. Should

developer be unable to acquire the needed right-of-way, the city may, at its election, assist in acquiring same.

- (c) The provision for payment to the city shall be in the manner herein prescribed: The developer shall pay in cash or provide an unconditional guarantee from a financial institution, approved by the city, the developer's share for the utility extensions as determined by the city. Such guarantee shall be filed with the city manager in letter form from the financial institution and signed by its principal loan officer. The letter shall state the name of the subdivision and shall list the improvements which the developer is required to provide. This payment or guarantee must be filed with the general manager of Weslaco Public Utilities prior to final plat approval.
- (d) Provisions for repayment to the developer shall be made in the manner herein prescribed: The developer's cost will be recoverable from the city on the basis of twenty percent (20%) per year of the developer's cost on September 1st. The developer will be eligible for repayment only upon filing a written request for repayment, on or before August 1st. A developer will be eligible for repayment for a period of five (5) years beginning upon the date of final plat approval, the developer forfeits all claims for repayment [sic] Repayment will be in cash or as otherwise mutually agreed.

Example:

Developer's Cost

6 inch water line 1320 feet × \$2.32	=	\$3,102.00
8 inch sewer line 1320 feet × \$2.50	=	<u>\$3,300.00</u>
	Total	\$6,402.00

City's Share

Difference between 6 inch and 8 inch water			
	1320 feet × \$0.65	=	\$858.00

Difference between 8 inch and 12 inch sewer			
	1320 feet × \$2.20	=	<u>\$2,640.00</u>
	Total		\$3,498.00

Initial Outlay:		
	Developer	\$6,402.00
	City	<u>\$3,498.00</u>
	Total	\$9,900.00

The transfer of initial outlay from the city to the developer at the rate of 20% of the developer's cost per year for five (5) years is reflected below:

Year	Developer	City
1	\$5,122.00 20%/year	\$4,778.00
2	\$3,842.00 recovery to	\$6,058.00
3	\$2,652.00 the developer:	\$7,338.00
4	\$1,282.00 \$1,280.00/year	\$8,618.00
5	—0—	\$9,900.00

Section III. - Suggested policy in urban subdivisions:

- (a) Developers shall pay the entire cost of compliance with the ordinance within their subdivisions. Utilities will be constructed to meet city specifications and requirements.
- (b) Extension from existing city utilities will be at cost to the developer; he will, however, be eligible to recover four percent (4%) of the total cost of the utility extension per completed residential unit up to a maximum of one hundred percent (100%).

Example A—A developer's property is 1,000 feet from the nearest utility and the cost of extending service to his property is \$3,000.00. He is going to develop 25 units. $4\% \text{ per lot} \times 25 \text{ units} = 100\%$, $100\% \times \$3,000.00 = \$3,000.00$ returned to the developer upon completion.

Example B—A developer's property is 1,000 feet from the nearest utility and the cost of extending service is \$3,000.00. He is going to develop 15 units. $4\% \text{ per unit} \times 15 \text{ units} = 60\%$, $60\% \times \$3,000.00 = \$1,800.00$ returned to the developer upon completion.

- (c) Provisions for right-of-way shall be in the manner herein prescribed: It shall be the developer's obligation to acquire right-of-way needed to extend utility lines from their present terminus or nearest location to developer's property, the cost of which shall be reimbursable as above set forth. The cost of such right-of-way, the location and width of same, shall be first subject to approval of city. Should developer be unable to acquire the needed right-of-way, the city may, at its election, assist in acquiring same.
- (d) The provision for payment to the city shall be in the manner herein prescribed: The developer shall pay in cash or provide an unconditional guarantee from a financial institution, approved by the city, the total cost of the utility extensions as determined by the city. Such guarantee shall be filed with the city manager in letter form from the financial institution and signed by its principal loan officer. The letter shall state the name of the subdivision and shall list the improvements which the developer is required to provide. This payment or guarantee must be filed with the city manager prior to final plat approval.
- (e) Provision for repayment to the developer shall be made in the manner herein prescribed: The city will repay the developer on a basis of four percent (4%) per completed residential unit annually on September 1st. The developer will be eligible

for repayment, listing the subdivision and units developed, on or before August 1st. A developer will be eligible for repayment for a period of five (5) years beginning upon the date of final plat approval, the developer forfeits all claims for repayment [sic]. Repayment will be in cash or as otherwise mutually agreed.

ARTICLE III. - UTILITY EXTENSIONS

Footnotes:

--- (3) ---

Editor's note— Ord. No. 93-11, §§ 1—6, adopted Aug. 19, 1993, did not specify manner of codification, but has been included following the subdivision ordinance, App. B, at the city's instruction.

Section 1. - Title.

This ordinance [shall] be entitled the utility extension ordinance.

(Ord. No. 93-11, § 1, 8-19-1993)

Section 2. - Definitions.

- (A) *City or city's share* : These words are always synonymous with the City of Weslaco.
- (B) *Developer* : The person requesting the extension of utilities.
- (C) *Ordinance* : City of Weslaco Ordinance No. 75-4, subdivision ordinance.
- (D) *Pro rata share* : The portion of the cost of improvements that has been assessed to each individual property owner.
- (E) *Total cost* : The actual cost of the utility including engineering, administrative and contingency costs.
- (F) *Utilities* : Pertaining to the installed cost including: labor, ditching, engineering, and material of line, fire hydrants, valves, fittings, lift station, and other appurtenances necessary to furnish water and sewer service to a subdivision, plus any administrative charges.

(Ord. No. 93-11, § 2, 8-19-1993)

Section 3. - City participation in costs for oversized utility extensions.

The city will pay for utilities in excess of the size required by the developer based on the

following guidelines:

- (A) The city will only participate in the first one-half-mile of extension. Any additional costs incurred for installation of oversized utilities beyond the one-half-mile limit of participation will be borne by the developer unless the city agrees to participate for a greater distance.
- (B) The city is not obligated to pay for or participate in the cost of oversized lines if sufficient funds specifically for utility extensions are unavailable.
- (C) The city is not obligated to pay for or participate in the cost of an oversized utility extension when in the opinion of the engineering department the extension is not in the public interest.

(Ord. No. 93-11, § 3, 8-19-1993)

Section 4. - Extension of utilities to developments or properties shall be in the manner herein prescribed.

- (A) The cost to the developer or the person requesting the extension:
 - (1) The developer shall be responsible for extending utilities from existing utilities in accordance with the City of Weslaco master plan including all costs of right-of-way acquisition and fire hydrants both off-site and on-site and other necessary appurtenances.
 - (2) It shall be the developer's obligation to acquire right-of-way needed to extend utility lines from their present terminus or nearest location to developer's property, the cost of which shall be reimbursable as set forth above. The location, width and cost of such right-of-way, shall be subject to approval of the city. Should the developer be unable to acquire the needed right-of-way, the city may, at its option, assist in acquiring same.
 - (3) The developer shall pay in cash or provide an unconditional guarantee from a financial institution, approved by the city, for the developer's share of the utility extensions as determined by the city. Such guarantee shall be filed with the city engineer in letter form from the financial institution and signed by its principal loan officer. The letter shall state the name of the subdivision and shall list the improvement which the developer is required to provide. This payment or guarantee must be filed with the city engineer prior to final plat approval.
 - (4) However, the developer may request of the city to participate in the cost of such utilities. The city may elect to participate in the cost of such utilities either by

paying for the difference in oversizing, when such oversizing is required, or by [participating] jointly in such venture when in the opinion of the city commission that such utilities are in the best interest of the city and are needed to facilitate other city projects. However, the city's participation shall be limited to no more than fifty (50) percent of the cost of the off-site utilities.

(5) Developers may be eligible for reimbursement fee for any off-site utility extension from properties determined to be within the service area of such utilities, provided that:

- (a) The developers request must receive approval from the city commission.
- (b) The reimbursement schedule is to be prepared by the city engineer.
- (c) Pro rata share for off-site water and sanitary sewer lines shall be calculated in accordance with the attached Schedule I. Lift stations and forcemains pro rata costs shall be calculated on acreage only.

Editor's note— Schedule I is not set out herein, but is on file and available for inspection in the office of the city secretary and the engineering department.

(d) Reimbursement fees are to be collected by the city from the property in the service area at the time of subdivision approval of such properties or at the time of permit application for construction in the properties in the service area.

- (e) The city will disburse such reimbursement fees collected to the developer in the same percentage as construction contribution by the developer of subject utilities.
- (f) The reimbursement schedule shall be based on actual construction cost to be submitted to the city engineer.
- (g) The developer shall be eligible to receive reimbursement fee for a period of ten (10) years from the time of completion of subject utilities.
- (h) The city shall notify the developer when a subdivision is approved or when a building permit is issued if reimbursement fees are due and the city shall not be held responsible for failure to collect reimbursement fees from the properties where reimbursement fees were due unless the developer gives notice in writing to the city of such requirements within thirty (30) days of the commencement of construction of utilities.

(B) The cost to property owners where utilities are made available by the extension:

- (1) A pro rata charge shall be assessed to each property where utilities are made available. The charge will be made according to the terms of the attached Schedule I.

Editor's note— Schedule I is not set out at length herein, but is on file and available for inspection in the offices of the city secretary and the engineering department.

- (2) The city may connect any future customer reasonably served from the utility extension, provided the customer has paid the pro rata charge and tapping fee.
- (3) Any customer not contributing the pro rata charge at the time of installation of the utility extension who requests service at a later date, must pay the pro rata charge in full plus an additional fifteen percent (15%), plus the tapping fee before service will be installed. The fifteen percent (15%) surcharge will be retained by the city to defray the cost of bookkeeping for the utility extension and will be excluded from the computations for refunds.
- (4) Any condition not covered by these regulations or of such a nature that would result in an inequitable pro rata charge to any customer, will be negotiated by the city commission at the time of installation of a proposed line extension.

(Ord. No. 93-11, § 4, 8-19-1993)

Section 5. - Utilities within a subdivision.

Developers shall pay the entire cost of the provision of utilities and of compliance with the subdivision ordinance, within their subdivision.

(Ord. No. 93-11, § 5, 8-19-1993)

Section 6. - Construction standards.

Utilities will be constructed to meet city specifications and requirements.

(Ord. No. 93-11, § 6, 8-19-1993)

Section 7. - Lift stations constructed by the City of Weslaco.

The City of Weslaco has the right to construct lift stations in service areas that will benefit from larger lift stations. If the City of Weslaco determines that an area will benefit from a larger lift station, the City of Weslaco can construct the lift station and seek reimbursement of the cost of the lift station from persons, companies or developers that need to tie into the lift station. The city

engineer will develop a formula for reimbursement based on the number of gallons a development or a tract of land will deposit into the lift station.

(Ord. No. 2007-42, § 1(7), 9-4-2007)

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

PLANNING DEPARTMENT

January 7, 2020

Legal Notice

Edna Salas
PO BOX 146
Weslaco, Texas 78599-0146

Dear Occupant:

The Weslaco City will be discussing an item on Tuesday, January 21, 2020, at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

Utility Reimbursement Agreement:

Rene Barrera, BIG Engineering is requesting to enter into a Utility Reimbursement Agreement with the City of Weslaco for 1320 N Dolores Huerta Avenue also being Lot 1, Saltillo Plaza Subdivision, Weslaco, Hidalgo County, Texas. The proposed agreement would require each property owner connection to the extended utility line to pay a pro-rated fee to the developer of Saltillo Plaza.

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,

Rebekah de la Fuente, CFM
Planning Director



"The City on the Grow"



Standardized Agenda Request Form

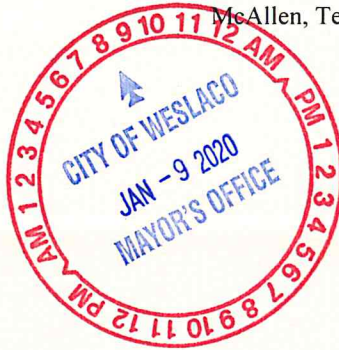
Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3010	
From: Rebekah De La Fuente			
Subject: Discussion and consideration on Waterline Access Agreement between North Alamo Water Supply Corporation, City of Weslaco and Alim S. Ansari - Horizon Montessori Subdivision to allow fire protection for development and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: Horizon Montessori Elementary Campus has completed the conversion of their outdoor pavilion into a enclosed cafeteria and gym. As part of the requirement for this improvement the installation of a fire hydrant and FDC line was completed. North Alamo Water Supply Corporation requires that an interlocal agreement be in place for these improvement.			
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):			
Aida Vega		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Water Access Agreement - North Alamo Water Supply Corporation, City of Weslaco, Alim S. Ansuri - for the Horizon Montessori Subdivision			
Responsibilities upon Approval: Staff will advise applicant.			

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC

Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com



January 6, 2020

CMRRR: 7017-0530-0000-6340-9159

David Suarez, Mayor
The City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of Weslaco ("City"), Alim S. Ansari -Horizon Montessori Subdivision

Dear Mr. Suarez:

Enclosed please find four (4) original **Waterline Access Agreements** ("**Agreement**") for the Horizon Montessori Subdivision for signature on behalf of the City of Weslaco ("**City**"). Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience.

When the documents have been signed on behalf of the City, and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to North Alamo Water Supply Corporation for further execution. After the documents have been fully signed by all parties, we will distribute a fully executed document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

Richard W. Fryer

RWF/kb
Enclosures

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§

BETWEEN:
NORTH ALAMO WATER SUPPLY
CORPORATION; ALIM U. ANSARI;
AND CITY OF WESLACO

**WATERLINE ACCESS AGREEMENT
(with City and Owner)**

WHEREAS, North Alamo Water Supply Corporation ("NAWSC") has a water distribution system which was designed for potable water distribution to rural communities, such system not designed specifically with the intent to provide water for fire protection purposes;

WHEREAS, the City of Weslaco ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC;

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property;

WHEREAS, Alim U. Ansari ("**Owner**") is constructing a subdivision in the location described in **Exhibit "A"**, Horizon Montessori Subdivision (the "**Subdivision**") and desires fire protection for the Subdivision.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, NAWSC, Owner and City agree as follows:

1. This agreement pertains only to those areas in the Property which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A"**. No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. Owner and City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B"** ("**Fire Hydrants**"). Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling

information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be painted black so as to be designated that they may be unavailable for use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant painted black until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black, NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.
4. The Fire Hydrants will be constructed by Owner and maintained by Owner and City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.
5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City and Owner. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.

8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.
9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's and Owner's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City and Owner, including a reasonable fee for the presence and administration of NAWSC's personnel.
10. CITY AND OWNER ACKNOWLEDGE AND AGREE THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY OR OWNER TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY AND OWNER UNDERSTAND THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY AND OWNER UNDERSTAND THAT NAWSC MAY CHANGE

THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AND OWNER AGREE TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY AND OWNER OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY AND OWNER SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY AND OWNER MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY AND OWNER ACKNOWLEDGE BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY AND OWNER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY AND OWNER FURTHER ACKNOWLEDGE THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY AND OWNER EXPRESSLY ACKNOWLEDGE THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AND OWNER AGREE BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY AND OWNER, FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, AS CITY AND OWNER MAKE USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH

ALL FAULTS". CITY AND OWNER OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY AND OWNER, HEREBY FULLY RELEASE NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY AND OWNER BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGE AND AGREE THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND OWNER, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVE THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY AND OWNER, BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND OWNER, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREE TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE

PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY AND OWNER ALSO WAIVE ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Cameron County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. Owner will list NAWSC as an additional insured on all liability insurance policies it holds related to the property being the subject of this Agreement, if any, for the duration of this Agreement. Owner will provide NAWSC with a certificate of such insurance and 60 days prior notice for any cancellation of such insurance.
16. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Property at a point to be chosen by NAWSC, and shall have access to the Property and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its

equipment from the Property. NAWSC may inspect its valves, piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, Owner shall have personnel present as necessary to assist in the inspection. Owner shall install, its own expense, any necessary fire service lines and equipment from NAWSC's facilities and equipment to the point of use, including any customer isolation valves, backflow prevention and other equipment as may be specified by NAWSC. NAWSC shall also have access to the Property for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and Owner and City agrees to annual inspections of its own facilities for these conditions.

17. Owner and City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
18. NAWSC may notify Owner and/or City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. Owner and/or City shall immediately correct any undesirable practice on the

Property. Owner and/or City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of Owner and/or City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to Owner and/or City, as applicable.

19. Owner shall grant to NAWSC, now and in the future, any easements required for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by NAWSC to extend or improve NAWSC's service for existing and future customers and members of NAWSC, on such forms as are required by NAWSC.
20. Owner and City agree that the maximum amount of liability to Owner and City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by Owner and City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
21. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest, payable to the party to which the payment is due, at an annual, compounded rate of ten percent (10%) from the date the payment is due until it is fully paid.
22. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.
23. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
24. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City and Owner authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC, Owner and City, acting under the authority of their respective governing bodies in multiple originals on the date indicated below.

SIGNED this day of _____, 2019.

ATTEST:

THE CITY OF WESLACO
255 S. Kansas Avenue
Weslaco, Texas 78596

By: _____
Myra Ayala, City Secretary

By: _____,
David Suarez, Mayor

APPROVED AS TO FORM:

By: _____
Juan E. Gonzalez, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David Suarez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is Mayor of City of Weslaco, that he executed the same as the act of City of Weslaco for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____ 2019.

Notary Public in and for the State of Texas

By: _____

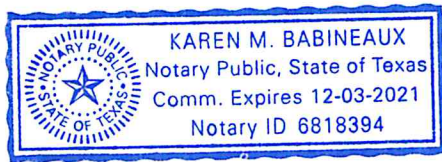
Alim U. Ansari

2402 E. Business Hwy 83
Weslaco, Texas 78596

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared **Alim U. Ansari**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he signed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3RD day of JANUARY 2020.



Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION

420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for North Alamo
Water Supply Corporation

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____2019.

Notary Public in and for the State of Texas

EXHIBIT "A"

A 2.847 acre tract or parcel of land out of Farm Tract 128, Block 161, WEST TRACT SUBDIVISION, Hidalgo County, Texas, according to map or plat thereof recorded in Volume 2, Page 34, Map Records of Hidalgo County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a point 1020.45 feet North of the Southwest corner of said Farm Tract 128, the Northwest corner of this tract and PLACE OF BEGINNING of this parcel;

THENCE, South 1020.45 feet with and along the West boundary line of said Farm Tract 128 to a point, the Southwest corner of said Farm Tract 128 and the Southwest corner of this parcel;

THENCE, East 126 feet with and along the South line of Farm Tract 128 to a point in said line, the Southeast corner of this parcel;

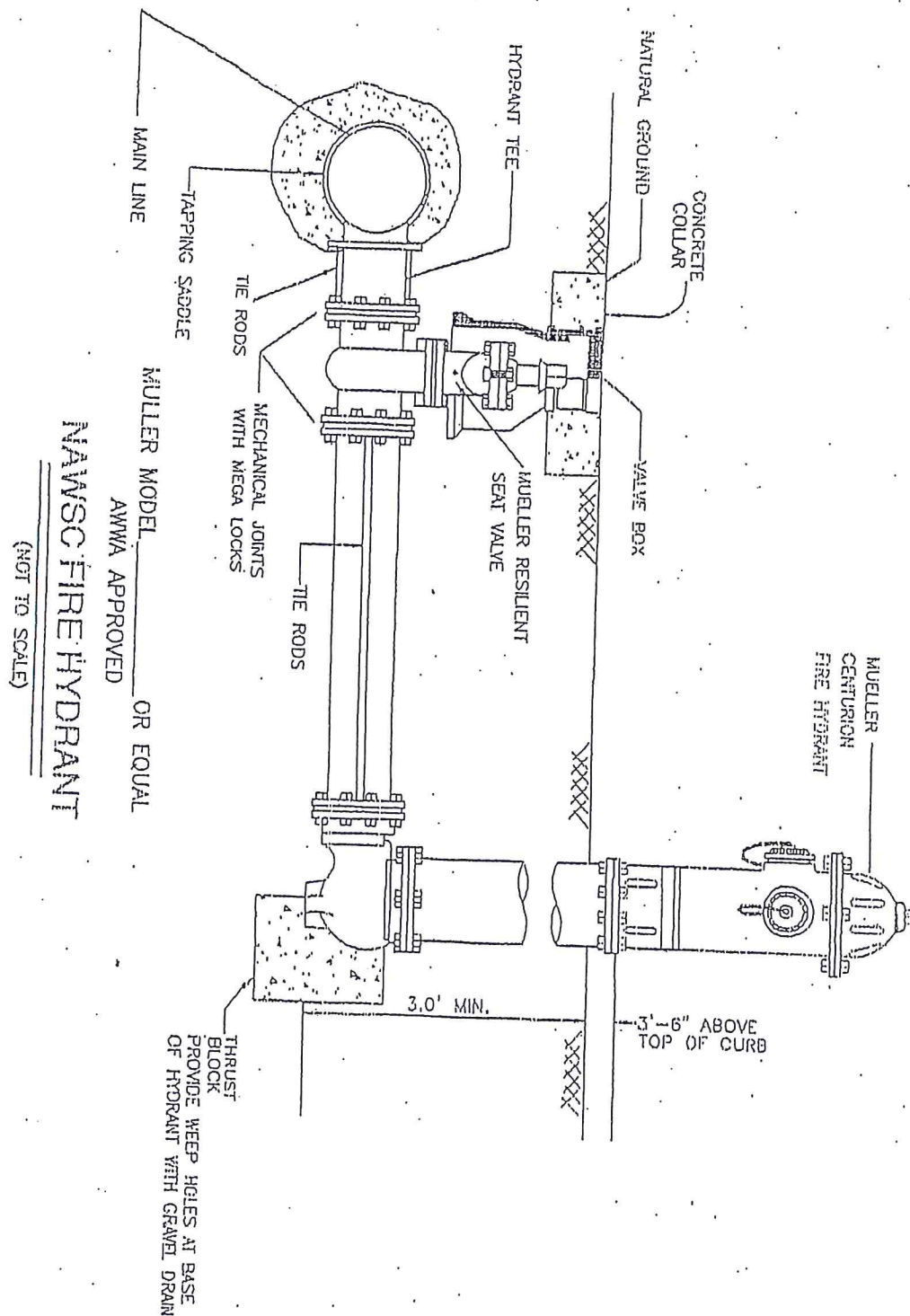
THENCE, North parallel with the West boundary line of said Farm Tract 128 to a point in the canal right of way, the Northeast corner of this tract;

THENCE, with and along the canal right of way to the POINT OF BEGINNING.

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.





Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-2997	
From:			
Subject: Discussion and consideration to approve Resolution 2020-02 declaring intention to reimburse certain expenditures with Certificate of Obligation proceeds and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The City of Weslaco is proposing to construct a new central fire/police stations and whereas contractual obligations will be incurred, the city proposes a resolution to reimburse the cost associated with the undertaking of these projects.			
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:			
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):			
Vidal Roman		Created/Initiated	
Vidal Roman		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Resolution Declaring Intention to Reimburse Certain Expenditures and Certificate of Resolution.			
Responsibilities upon Approval:			

RESOLUTION 2020-02

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES

WHEREAS, the City of Weslaco, Texas (the "City") desires to pay expenditures in connection with the design, planning, acquisition, construction, equipping, and/or renovating of the project or facilities described in Exhibit A attached hereto (the "Project");

WHEREAS, Chapter 1201, Texas Government Code (the "Code") permits the City to use the proceeds of obligations to reimburse the City for costs attributable to the Project paid or incurred before the date of issuance of such obligations; and

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the objectives of the City's programs and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

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

Section 1. This Resolution declares the intention of the City to reimburse the expenditures for the Project with the proceeds of obligations. The City presently intends to reimburse the expenditure by incurring obligations issued under Texas law, the interest on which is excludable from gross income under section 103 of the Internal Revenue Code of 1986, as amended.

Section 2. The City reasonably expects to incur debt, in one or more series of obligations, in an aggregate maximum principal amount now estimated to be \$8,000,000 for the purpose of paying the costs for the acquisition of certain property and related improvements for the City.

Section 3. The City intends to reimburse the expenditures hereunder not later than 18 months after the date the original expenditure is paid or the date the Project is placed in service or abandoned. However, in no event shall the City reimburse expenditures more than three years after the original expenditure is paid; provided, however, if the Project is a construction project for which the City and a licensed architect or engineer have certified that at least five years are necessary to complete the Project, the maximum reimbursement period shall be five years after the date of the original expenditure.

Section 4. The City intends that this Resolution satisfy the official intent requirement set forth in Section 1.150-2 of the Treasury Regulations and evidences its intentions under Section 1201.042(c) of the Code.

Section 5. This Resolution shall be liberally construed to evidence the intent of the City to comply with state law and federal income tax law in the issuance of tax-exempt obligations for the Project.

Section 6. The Mayor and the City Secretary are hereby authorized and directed to execute the Certificate to which this Resolution is attached on behalf of the Commission and to do any or all things proper and necessary to carry out the intent thereof.

* * *

EXHIBIT A

PROJECT DESCRIPTION

Providing for the payment of contractual obligations to be incurred in connection with the design, planning, purchasing, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, specifically being: (1) new central fire/police stations, and (2) payment of contractual obligations for professional services in connection therewith (to wit: consulting, engineering, financial advisory, and legal).

CERTIFICATE TO RESOLUTION

We, the undersigned Mayor and City Secretary of the City of Weslaco, Texas (the "Issuer"), hereby certify as follows:

1. The City Commission of the Issuer (the "Commission") convened in regular session, open to the public, on January 21, 2020 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said Commission, to wit:

David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem
Leo Munoz, Commissioner
Adrian Farias, Commissioner

Jose "JP" Rodriguez, Commissioner
Greg Kerr, Commissioner
Josh Pedraza, Commissioner

and all of said persons were present, except _____, thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written Resolution entitled:

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES

(the "Resolution") was duly introduced for the consideration of the Commission. It was then duly moved and seconded that the Resolution be finally passed and adopted in accordance with the Issuer's Home Rule Charter; and after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following vote:

YES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Commission's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Commission's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the Commission as indicated therein; each of the officers and members of the Commission was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this January 21, 2020.

City Secretary

Mayor

(CITY SEAL)



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3007	
From:			
Subject: Discussion and consideration on agreement with Rolando L. Rios & Associates, PLLC for legal services regarding the US Census 2020 and redistricting the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Rolando L. Rios & Assoc Agreement			
Responsibilities upon Approval:			

ROLANDO L. RIOS & ASSOCIATES, PLLC

REDISTRICTING LEGAL SERVICES RETAINER AGREEMENT

This agreement is to confirm the terms of the negotiations between **Rolando L. Rios & Associates, PLLC** (the Firm) and the **City of Weslaco** (the Jurisdiction) for the purpose of providing redistricting services.

1. SERVICES

1. *Minimize the Undercount*: Coordinate with the Census Bureau to minimize the undercount. Every person in the county needs to be counted so that we minimize potential loss of federal and state funds. This process will start in **2019**.
2. *Early Estimate of Population Disparity*: Analysis of the existing single member districts to determine potential changes using census and voter registration updates. This process will take place in **2020**
3. *Redistricting Plans*: Prepare plans using the latest census data for the Jurisdiction's consideration and selection. This process will occur when the census data is released. This process will take place **2020-21**
4. *Federal and State Process*: Plan to comply with Sec. 2 of the Federal Rights Act and submit plan to State of Texas, Secretary of State. This process will take place in **2020-21**.

The Firm agrees to provide redistricting plans for the approval of the Jurisdiction using the 2020 United States Census Data. Upon approval of a redistricting plan by the Jurisdiction, the Firm agrees to review the plan for compliance with Sec. 2 of the Federal Voting Rights Act and submit plan to State of Texas, Secretary of State.

2. FEE STRUCTURE

With a population of approximately **41,171** (latest estimate) the Jurisdiction agrees to pay **\$ 24,000.00** as total fee for redistricting services plus costs not to exceed **\$3,000.00**. Said project is to use the latest census data available. The fee will be paid as follows:

- a.) **\$ 8,000.00** retainer within 30 days of execution of this agreement;
- b.) **\$ 8,000.00** upon preparation of analysis indicating which election districts will be affected by the redistricting;
- c.) **\$ 8,000.00** upon approval of the redistricting plan by the **City of Weslaco** and review for compliance with state and federal law.
- d.) Should the jurisdiction decide to have more than one public hearing, the fee will be **\$2,000** per hearing plus costs.
- e.) Cost and expenses will be billed as incurred.

3. SCOPE OF ATTORNEY-CLIENT RELATIONSHIP: This Retainer Agreement establishes a limited attorney-client relationship only between the Firm and the Jurisdiction. The relationship exists only as to the services described above. The Retainer Agreement does not impose any

duty upon the Firm to provide advice or work to the Jurisdiction regarding legal matters absent a request for such advice or work from the Jurisdiction regarding legal matters. If a lawsuit or other adversarial matter is brought against the Jurisdiction and/or any elected official or employee of the Jurisdiction, the Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter. Fees for any engagement for services described in paragraph 3 will be also fixed at \$195 per hour for attorney time and \$75 per hour for paralegal fees.

Executed this _____ day of _____.

ROLANDO L. RIOS & Associates, PLLC

City of Weslaco

by: _____
Rolando L. Rios
Title: Owner

by: _____

ROLANDO L. RIOS & ASSOCIATES, PLLC

ROLANDO L. RIOS Qualifications

Bar Admissions:

United States Supreme Court, 1988
Western District of Texas, 1980
Southern District of Texas, 1980
Eastern District of Texas, 1985
Northern District of Texas, 1985
State of Texas, 1980

Education:

J.D., Georgetown University, 1979
B.A., St. Mary's University, 1968
(Mathematics and Physics)

Summary:

Rolando Rios has concentrated his career principally on federal and state election law, equal protection, redistricting and governmental affairs. This has involved work at all levels from small school and water districts up to a jurisdiction the size of the State of Texas. He has handled election contests, recounts and a broad range of litigation and administrative hearings at the federal and state levels.

Presidential Appointment:

In 1995 Mr. Rios was appointed to the Presidential Commission on Gulf War Veterans' Illnesses.

Community Service/Awards/Certificates:

Rolando Rios is a decorated and disabled Viet Nam Veteran. In 1995 he was appointed by President Clinton to serve on the Presidential Advisory Committee on Gulf War Veterans' illnesses.

The Rios Firm is state certified as minority and disabled veteran owned. (certifications available upon request)

Mexican American Legal Defense and Educational Fund (MALDEF), 1993 Legal Services Award.

League of United Latin American Citizens (LULAC), National Presidents Award.

Mexican American Bar Association (MABA), Outstanding Legal Contribution Award.

Mr. Rios has been involved in federal litigation and local governmental issues for more than twenty (25) years. He is the former General Counsel for the Southwest Voters Registration and Education Project (SWVEP). He has provided legal services to more than 250 jurisdictions in the Southwestern United States including challenging over 200 at-large election systems. (List is available)

Latest case includes the Congressional Redistricting Case *Perez v. State of Texas*, SA – 11-CV-360-OLG_JES_XR (2018) presently being argued before the US Supreme Court. Reported cases in which he was lead counsel include *LULAC v. Perry*, 126 S. Ct. 2594 (2006) successfully argued before the United States Supreme Court.

Other reported cases in which Mr. Rios was lead counsel include: *League of United Latin American Citizens (LULAC) v. Midland Independent School District*, 648 F. Supp. 596 (W.D. Tex. 1986); *Campos v. City of Baytown*, 840 F. 2d 1240 (5th. Cir.1988); *LULAC v. Clements*, 999 F.2d 831 (5th Cir. 1993); *Houston Lawyers' Association v. Attorney General of Texas*, 115 L. Ed. 2d 379 (1991). Because of his experience in redistricting, constitutional issues and governmental entities, he was called to testify before Congress (House and Senate) on the extension of the Federal Voting Rights Act and he has provided testimony on governmental issues in both houses of the Texas Legislature.

Adjunct Professor, University of Texas at San Antonio (UTSA), Senior Seminar on Jurisprudence

Past clients include:

- City of San Antonio
- Dallas Independent School District
- Dallas County
- Houston Independent School District
- Houston Community College District
- Alamo Community College District
- South Texas Community College District
- San Antonio Independent School District
- Hidalgo County
- Cameron County
- San Antonio Water Systems
- County Line Water Corporation
- Texas Association of Hispanic County Judges and County Commissioners

A more extensive list is available upon request

ROLANDO L. RIOS AND ASSOCIATES, PLLC

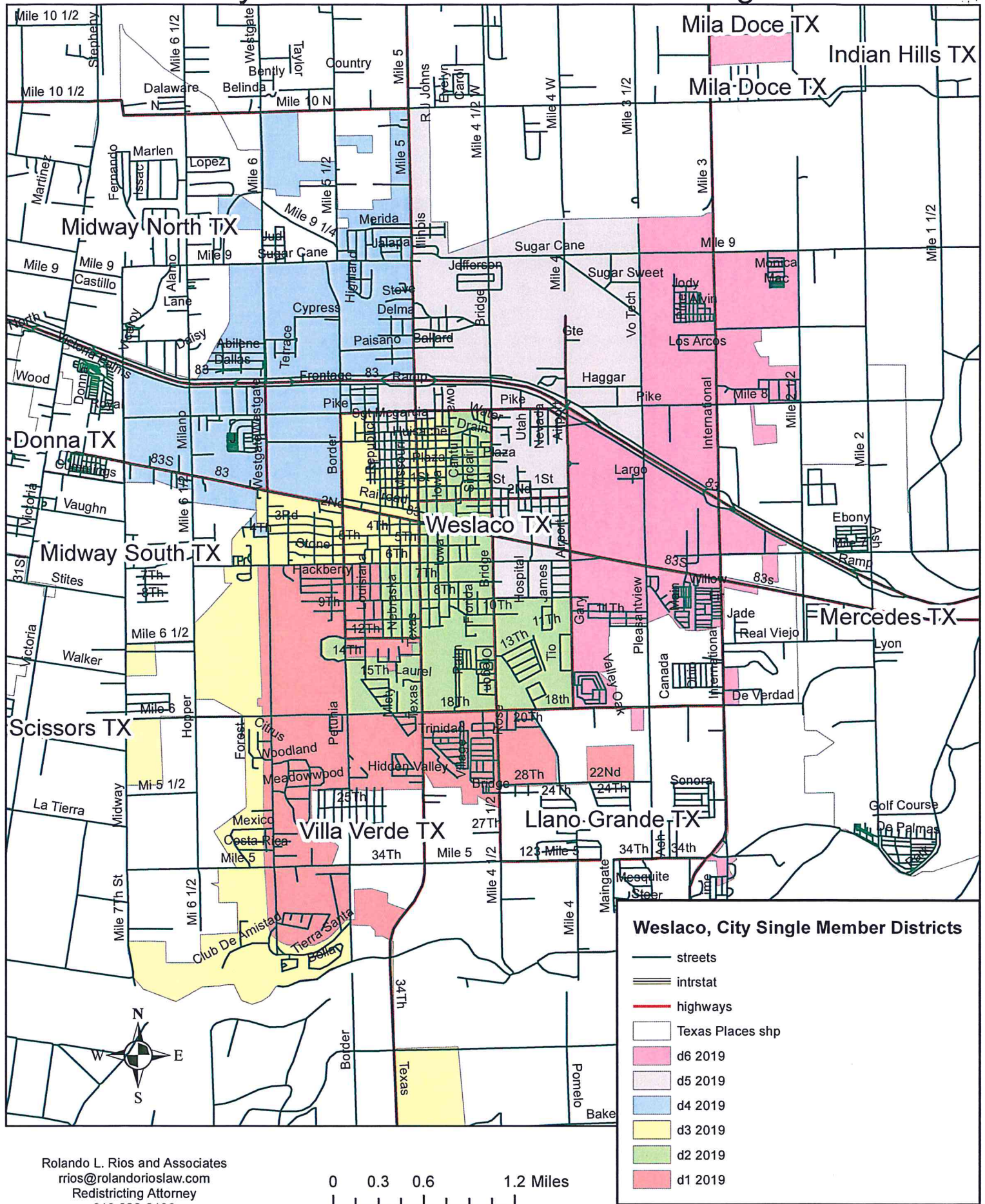
LIST OF TEXAS CLIENTS WHO RECEIVED REDISTRICTING SERVICES IN 2000 AND 2010

REDISTRICTING CYCLES

(partial list)

	CITIES	COUNTIES	School / College	School / College
1	San Antonio	Dallas	Dallas ISD	Regan ISD
2	Big Springs	Burleson	Alamo Comm. College Dist.	Riviera ISD
3	Boerne	Cameron	Amarillo Comm. College Dist.	Roscoe ISD
4	Brownsville	Crockett	Amherst ISD	Rotan ISD
5	Crosbyton	Duval	Anson ISD	San Angelo ISD
6	Dallas	Ector	Ballinger ISD	Regan ISD
7	Devine	Fannin	Big Springs ISD	Riviera ISD
8	Jourdanton	Gregg	Comal ISD	San Antonio ISD
9	Karnes	Hays	D' Hanis ISD	San Marcos ISD
10	Kenedy	Hidalgo	Dallas ISD	Seminole ISD
11	Lamesa	Irion	Dawson ISD	Somerset ISD
12	Lubbock	Kimble	Dumas ISD	Sonora ISD
13	Lytle	Kleberg	East Central ISD	South San ISD
14	Marque	LaSalle	Eden ISD	South Texas Comm. College
15	McAllen	Maverick	Fort Davis ISD	Stamford ISD
16	Midland	Newton	Sterling ISD	Stockdale ISD
17	Muleshoe	Real	Elgin ISD	San Antonio ISD
18	Natalia	Red River	George West ISD	Victoria College District
19	New Braunfels	Reeves	Goliad ISD	Victoria ISD
20	Pleasanton	Refugio	Harlandale ISD	Ysleta ISD
21	Rosenburg	Starr	Haskell Consolidation ISD	Kerrville ISD
22	San Angelo	Uvalde	Hereford ISD	United ISD
23	San Antonio	Ward	Houston Comm. College Dist.	Seguin ISD
24	San Marcos	Webb	Houston ISD	Regan ISD
25	Sterling	Willacy	Jourdanton ISD	Riviera ISD
26	Victoria	Zapata	Kenedy ISD	Roscoe ISD
27	Winters	Zavala	Lamesa ISD	Rotan ISD
28	Baytown	Terry	Lulling ISD	San Angelo ISD
29	Water Districts	Milam	Lytle ISD	Regan ISD
30	Edwards AA	Dimmitt	Mason ISD	Riviera ISD
31	Bexar Met	Frio	Nueces ISD	San Antonio ISD
32	County Line SUD	Pecos	Pettus ISD	San Marcos ISD
33	Uvalde Water Dist	Val Verde	Lulling ISD	Seminole ISD
34	Orange UWD	Sutton	Lytle ISD	Somerset ISD
35		Edwards	Abernathy ISD	Sonora ISD
36		Jim Wells		South San ISD
37		Bastrop		South Texas Comm. College
38				Stamford ISD
39				
40				

City of Weslaco -- 2020 Redistricting



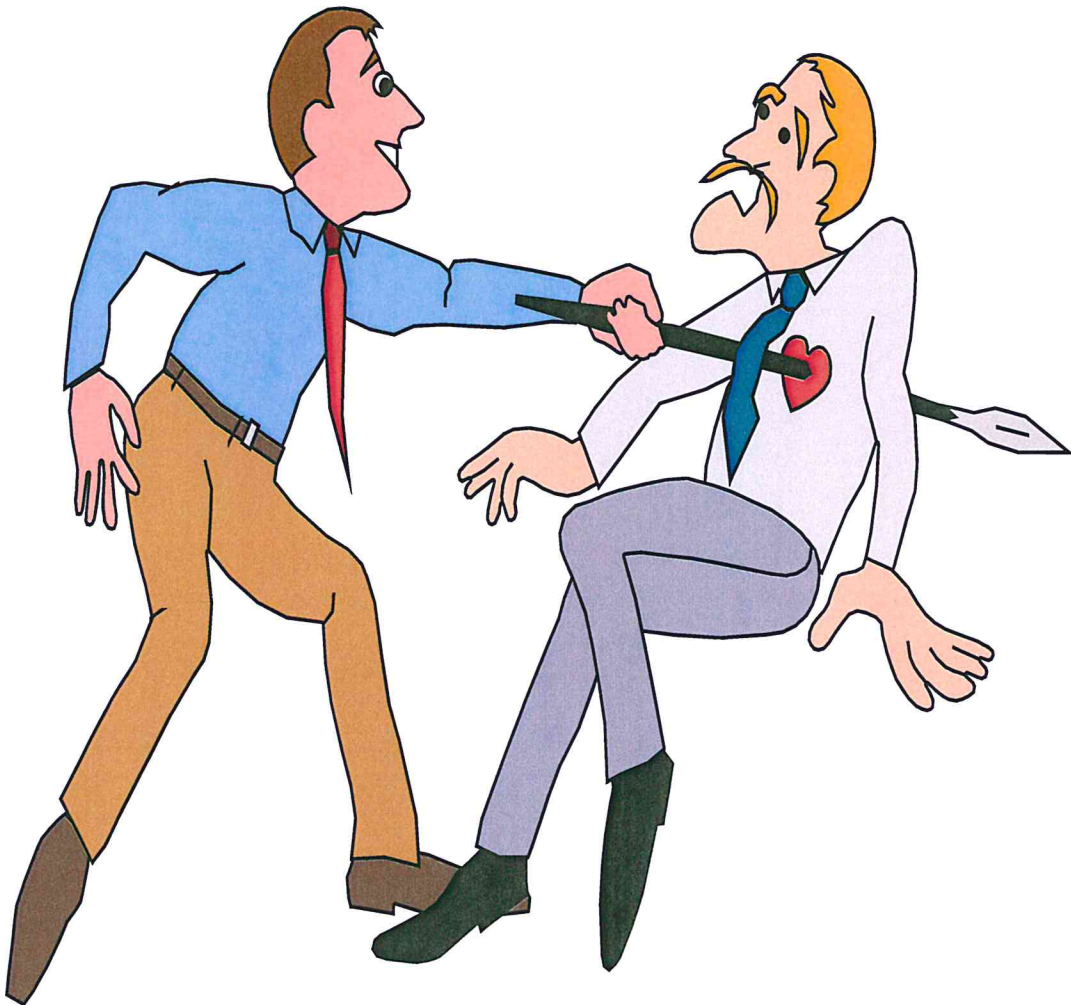
- Redistricting is done once every 10 years
- The Rios Firm has redistricted 100s of Cities and other jurisdictions (list attached)
- Why Redistrict:
 - **Because it is the law – one person one vote rule**
 - Census count determines **political power and allocation of money**
 - Texas gained 4 congressional districts in 2010
 - Other states could lose congressional districts
 - Allocation of municipal resources
 - Federal funding is based on population
 - grants for various social programs are largely allocated based on census data

2020 United States Census starts now!

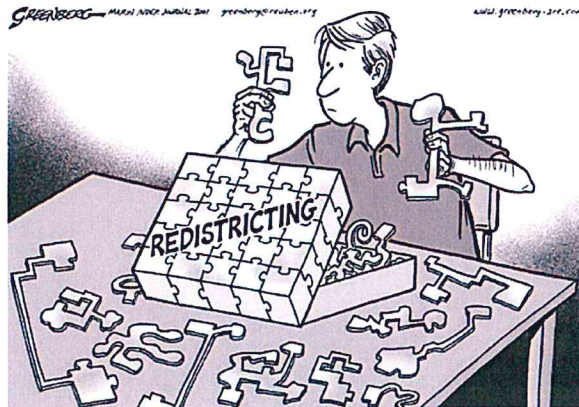
- Once every 10 years
- Counting starts 2019-20 with shape files and address lists being updated by the US

Bensais

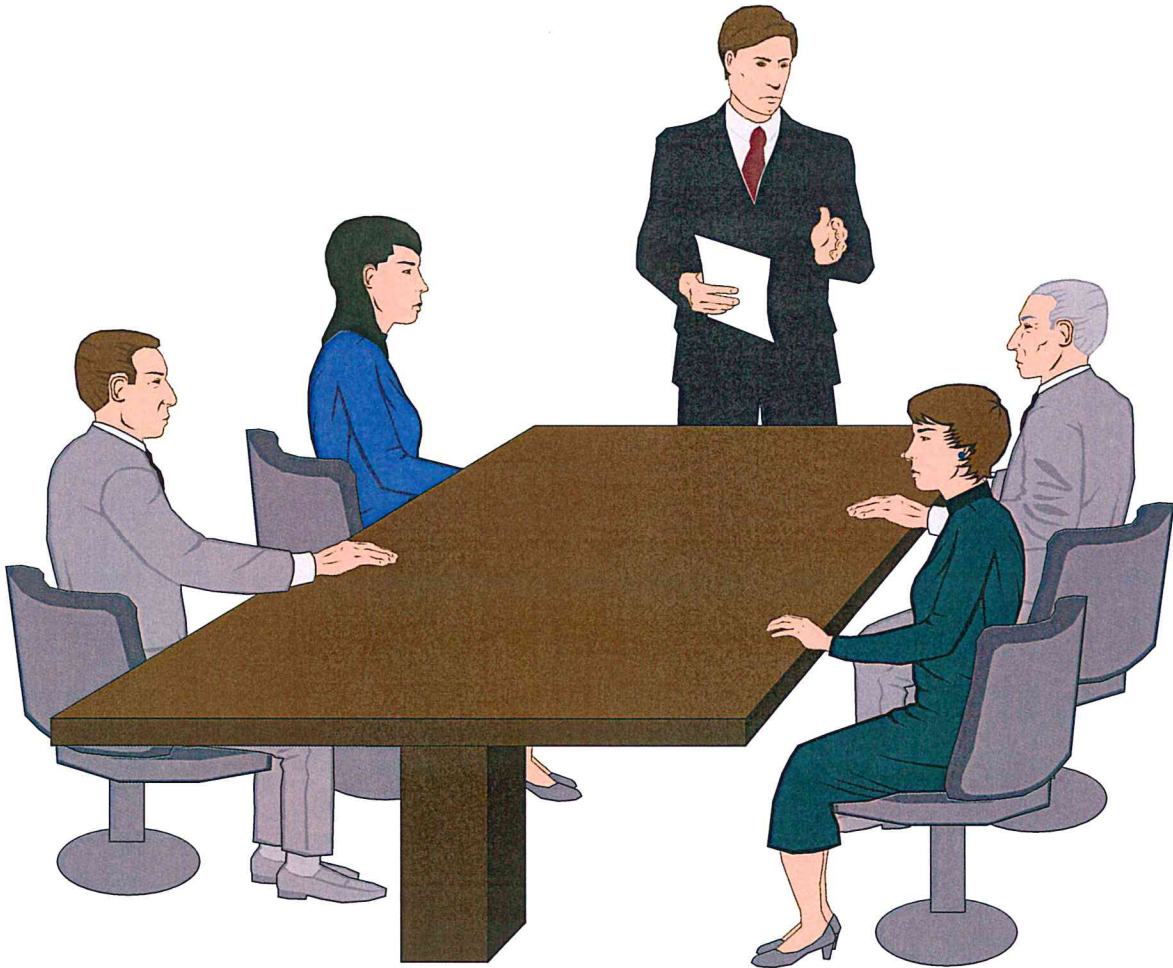
REDISTRICTING:
This is not the way to do it



2020 Redistricting Process

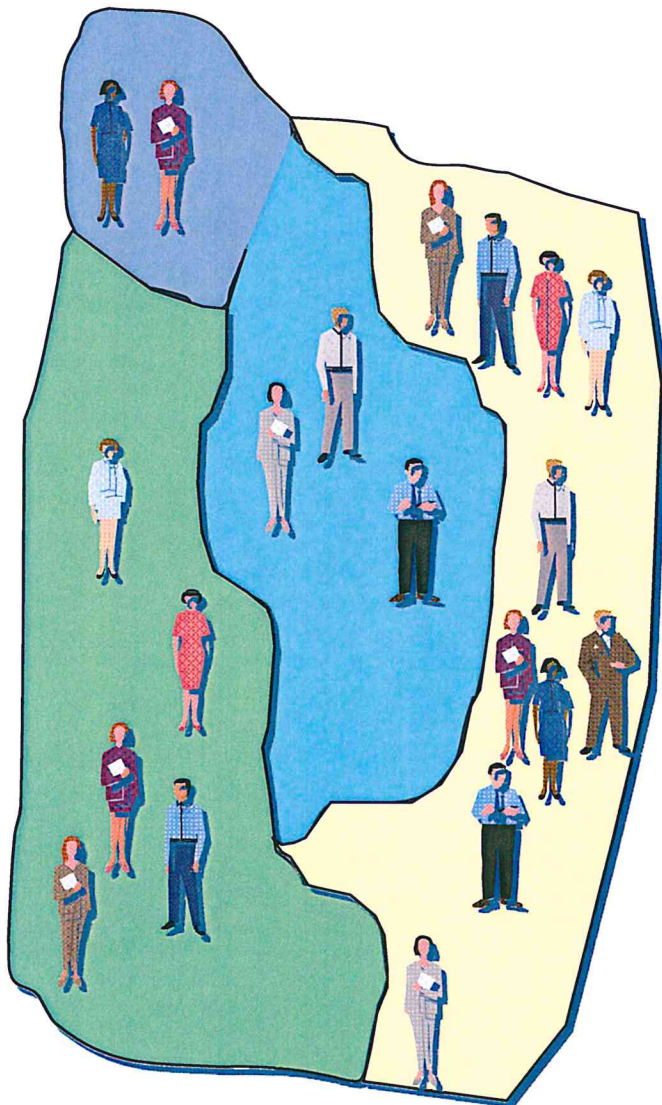


Rules of the game:

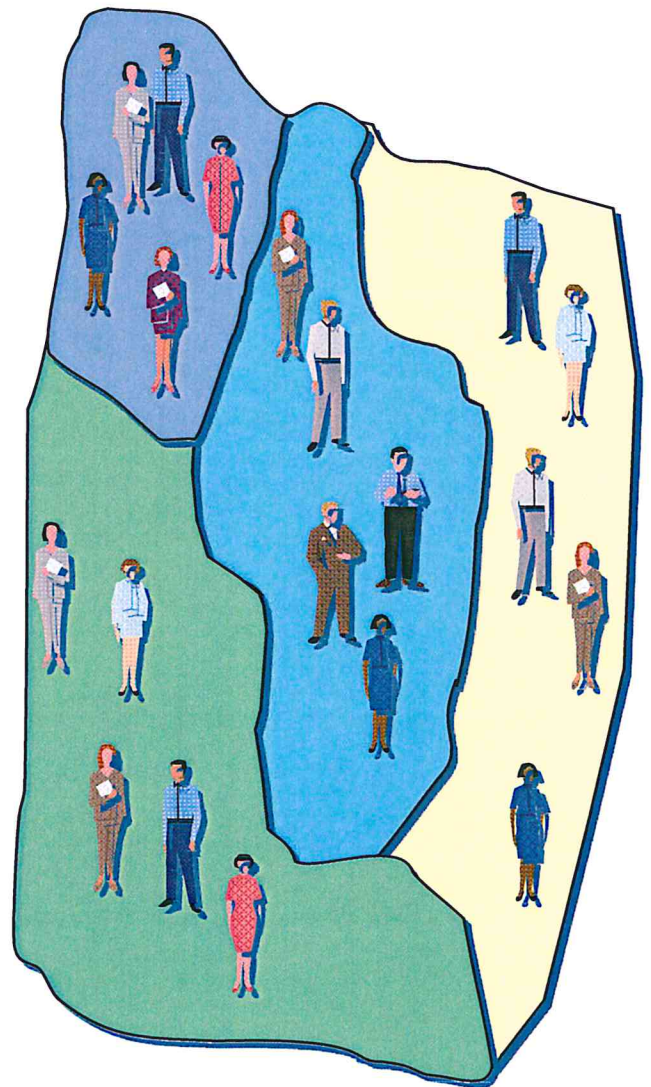


1. Equal protection clause – 14th Amendment – equal population – 10% Rule
2. Federal Voting Rights Act – Section 2 – no retrogression or discrimination against racial/ethnic minorities

wrong



correct



It is a two year contract 2019-2021:

1. Provide shape files of blocks to US Census 2019-2021
2. Provide you with pre-census analysis of estimated growth 2019-21 using existing VTD data
3. Analysis of existing districts using 2020 Census data when released
4. Confer with you as a group and as individuals to proposed possible changes to your commissioner precincts 2020-2021

THANK YOU FOR YOUR TIME AND ATTENTION!

Rolando L. Rios & Associates
2020 Redistricting
rrios@rolandorioslaw.com
210-222-2102

[HTTPS://WWW.FACEBOOK.COM//ROLANDORIOSLAW](https://www.facebook.com/rolandorioslaw)

ROLANDO L. RIOS AND ASSOCIATES, PLLC

LIST OF TEXAS CLIENTS WHO RECEIVED REDISTRICTING SERVICES IN 2000 AND 2010

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(partial list)

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7	Devine	Fannin	Big Springs ISD	Riviera ISD
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13	Lytle	Kleberg	East Central ISD	South San ISD
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21	Rosenburg	Starr	Haskell Consolidation ISD	Kerrville ISD
22	San Angelo	Uvalde	Hereford ISD	United ISD
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27	Winters	Zavala	Lamesa ISD	Rotan ISD
28	Baytown	Terry	Lulling ISD	San Angelo ISD
29	Water Districts	Milam	Lytle ISD	Regan ISD
30	Edwards AA	Dimmitt	Mason ISD	Riviera ISD
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36		Jim Wells		South San ISD
37		Bastrop		South Texas Comm. College
38				Stamford ISD
39				
40				



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3013	
From:			
Subject: Discussion and consideration to nominate a member of the Weslaco community who has made significant civic contributions and achievements to the Rio Grande Valley Walk of Fame as part of BorderFest 2020 and authorize the Weslaco City Commission to sign the nomination form. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: This is the annual selection process for new inductees to the Rio Grande Valley Walk of Fame conducted by the City of Hidalgo's Border Fest Committee. The nomination for BorderFest 2019 was †RICHARD LEHMAN.			
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		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Discussion only and allow time for recommendation of individual for action at the next regular meeting.			
Staff Recommendation:			
Attachments, if any: 2020 RGV WOF Nomination Forms			
Responsibilities upon Approval:			

Rio Grande Valley Walk of Fame

Payne Arena

Hidalgo, Texas

2020

Introduction

The City of Hidalgo and Hidalgo's BorderFest Committee created the Rio Grande Valley Walk of Fame at the Payne Arena as part of the 2005 BorderFest "A Salute to the Rio Grande Valley." New inductees in the walk will be unveiled during the 2020 Hidalgo's BorderFest festivities. The Rio Grande Valley "Walk of Fame" celebrates the life the achievements, and the significant civic contributions of individuals that have made a difference in the Rio Grande Valley. People from all walks of life are inducted into the Walk. The walk celebrates the life, achievements and significant civic contributions of outstanding men and women to communities in the Rio Grande Valley and South Texas.

Selection Process

The Rio Grande Valley Walk of Fame Commission will make the final selection for inductions into the Walk. The commission includes key people from the Rio Grande Valley. Representatives from local libraries, arts organizations, media journalists and other citizens with an informed understanding of the Rio Grande Valley cultural heritage will serve on the commission. The previous groups of inductees include one person selected by every City Council in the Rio Grande Valley and one person selected by each Chamber in the Rio Grande Valley each year. In addition, the previous groups also include persons selected by the Hidalgo's BorderFest Committee and the City of Hidalgo. Additional persons will be inducted and recognized during BorderFest each year. Any individual previously nominated into the Walk of Fame cannot be considered for re-nomination. To avoid any duplications attached please find a copy of all the previous inductees. The Rio Grande Valley Walk of Fame is now a local landmark that bears the names of President George W. Bush, Senator Kay Bailey Hutchinson, Governor Rick Perry, Despierta America Host Fernando Arau, Singers Lupita D'Alessio, Laura Flores, Ninel Conde, and multi-Grammy Award winner Ramon Ayala y sus Bravos del Norte, George Strait, among many other distinguished persons.

Nomination Criteria

Submit the name, date and place of birth, and a short history or autobiography of the person you wish to nominate. Include the Rio Grande Valley connection, life achievements and a description of his or her contributions to the community. A biography may be submitted in lieu of the nomination forms.

Anyone may participate in the nomination process. Simply complete the Walk of Fame nomination form, which would include facts and contributions the person has made to the Rio Grande Valley. Please send to:

Rio Grande Valley Walk of Fame Commission
704 East Ramon Ayala Drive
Hidalgo, Texas 78557
(956) 843-2286
(956) 843-2317 Fax
Email address: mcabrera@cityofhidalgo.net
Attention: Maggie Cabrera
Rio Grande Valley Walk of Fame
Nomination Form



2020

Nominee _____ Address _____
City _____ State _____ Zip _____
Phone # (Day) _____ (Evening) _____ (Cell) _____
Business Association / Organization _____ Title _____
E-Mail Address _____

(Email: Where we can contact the Inductee or Inductee's family if there's any missing information required. Pictures of the event will be forwarded to the email or email's provided.)

Can a picture or scanned picture of the Inductee be provided: _____ Yes _____ No _____ If; so please submit with your nomination forms or via email to: mcabrera@cityofhidalgo.net

Date of Birth _____ Still Living Yes _____ No _____ Date of Death _____

If person is deceased please provide a contact name of the deceased family member whom we may contact should we need any further information.

Contact Name _____ Email: _____ Telephone # _____

Born in Rio Grande Valley Yes _____ No _____

There will be a slide show of all of the inductees being awarded so; please scan and email me a picture along with the nomination forms of your inductee.

Did this person spend most of his/her life in Rio Grande Valley or Texas? Yes _____ No _____
How many years? _____

What contribution has this nominee made to your Community, the Rio Grande Valley or Texas?

What impact has this nominee's work had on the Community, Rio Grande Valley or Texas?

Nomination form Due: January 10, 2020

List Nominee's Community or Volunteer Work.

List Nominee’s participation in Civic or Non-Profit Organizations.

List Nominee’s Family Information. (Spouse Name or Significant Other, Child/Children’s names, Mother and Father)

List Nominee’s Professional Organization Affiliations.

Describe how this nominee has gone above and beyond the call of duty in their work for the community.

Are there other indicators of the nominee’s achievements not listed previously? (Honors, Memberships, Recognition, Awards, Publications, etc.)

Nominator Organization _____

Contact Person _____ Address _____

City _____ State _____ Zip _____

Phone # (Day) _____ (Evening) _____ (Cell) _____

Business Association / Organization _____ Title _____

E-Mail Address _____

_____ Nominator's Signature	_____ Title	_____ Nominator's Signature	_____ Title
_____ Nominator's Signature	_____ Title	_____ Nominator's Signature	_____ Title
_____ Nominator's Signature	_____ Title	_____ Nominator's Signature	_____ Title

Nomination form Due: January 10, 2020

2019 Isabel De La Rosa Forquer
 2018 Socorro R. Medina
 2017 Andrew "Andy" Espinoza+
 2016 Carmen West Cortez
 2015 Rick Cano
 2014 Odie Carden
 2013 Father Arturo F. Escobedo
 2012 Irma Chavez
 2011 Roel Landa Jr.
 2010 Eleazar Escobedo
 2009 Ricardo Chavez
 2008 Diana Martinez
 2007 Victor Perez
 2006 Rudy Villarreal
 2005 Francisco "907" Sandoval

2019 Imelda Alvarez Gonzalez
 2018 Melina Lerma
 2017 Father Jose Rene Angel
 2016 Richard Wright
 2015 John Kautsch
 2014 Mark J. Eby
 2013 Carrol Moering
 2012 Gloria Espinosa
 2011 Rolando Espinoza
 2010 Bob Acosta
 2009 Keith Hackland
 2006 Arturo Espinosa
 2005 Albert Garcia

City of Alton

2019 Sherilyn D. Dahlberg
 2018 Miguel Barboza
 2017 Roberto Elizondo Jr.
 2016 Alejandro Perez
 2015 Juan Olivarez
 2014 Tommy Thompson+
 2013 Emilio Cantu Jr.
 2012 San Juanita Zamora +
 2011 Carla Garza
 2010 Manuel De La Garza +
 2009 Transito Vargas
 2008 Arturo R. Galvan Jr.
 2007 Felipe Gomez

Alton Chamber of Commerce

2019 Felix Chavez
 2018 Carlos Vela
 2017 Ricardo Gonzalez
 2016 Leandro Garcia
 2015 Manuel "Memo" De La Garza
 2014 Sylvia Vela
 2013 Richard Arevalo
 2012 Arturo Galvan Sr.
 2011 Calixto Hernandez
 2010 Ricardo Garza
 2009 Humberto Salinas Sr. +
 2008 Salvador Vela

City of Brownsville

2017 Luis Alberto Castillo
 2013 Pete Gonzalez
 2012 Dr. Rose M. Z. Gowen
 2011 Edward C. Camarillo
 2010 Ricardo Longoria Jr.
 2009 Charles Atkinson
 2007 Eddie Trevino Jr.
 2006 Blanca S. Vela
 2005 Senator Eddie Lucio

Brownsville Chamber of Commerce

2018 Claudia Cantu-Grimaldo
 2017 Olga Emilia Gonzalez
 2014 S. Mark Roberts
 2013 Carl S. Chilton Jr.
 2012 John Wood
 2011 Father Armand Mathew
 2010 Rene Capistran
 2009 Maribel M. Baca
 2008 Fred W. Rusteberg
 2007 Traci Wickett
 2006 Reba Cardenas McNair
 2005 William Hudson

City of Donna

2019 Aniceto Santana
 2016 Norma G. Garcia
 2013 Michael Flores
 2012 Filogonio A. Sandoval
 2011 Jose Guadalupe Garza +
 2010 David S. Simmons
 2009 Dr. Celestino Avila
 2008 Miles W. Boyce+
 2007 Oscar G. Adame
 2006 Mr. Isabel Infante+
 2005 Pedro L. Ayala

Donna Tourist Information Center/Donna

Hooks Fletcher Museum

2019 Forrest L. "Champ" Jones +
 2018 Barbara Crockett
 2017 Nobumasa Happy Kitayama +
 2016 Donna Hooks Fletcher+
 2015 Joe A. Segura
 2014 Melinda Sandoval Saucedo
 2013 Simon Saucedo
 2012 Earl Scott
 2011 Viola Jimenez De Reyna
 2010 Roberto Lugo
 2008 Ricardo V. Rios
 2007 Estela Villegas
 2006 Adan Hernandez
 2005 Hilda R. Adame

Delta Area Chamber of Commerce

2005 Los Hermanos Layton

City of Edinburg

2019 Richard R. Molina
 2018 Dr. Alison Garza
 2017 Dr. Peter Dabrowski
 2016 Judge Toribio "Terry" Palacios
 2015 Ramiro Garza Jr.
 2014 Dr. Robert Nelsen
 2013 Richard H. Garcia
 2012 Noe Garza +
 2011 Alfonso Rene Ramirez +
 2010 Ciro Trevino
 2009 Shawn M. Snider
 2005 Charlie Rankin

Edinburg Chamber of Commerce

2019 Sabrina Walker Hernandez
 2018 Dr. E. Linda Villarreal
 2017 Mukund "Mike" Govind
 2016 Letty Gonzalez
 2015 Byron Jay Lewis
 2014 Johnny Rodriguez
 2013 Bob & Janet Vackar
 2012 Cris M. Torres
 2011 Doug Martin
 2010 Lionel Aron Pena Sr.
 2009 Cullen R. Looney
 2008 Elva Jackson Garza
 2007 Robert Gandy III
 2006 Alfred Andrew Martin
 2005 Lucille De La Garza

City of Elsa

2016 Eliazar "Eli" Rodriguez
 2009 Dr. Rene Rodriguez
 2008 Arturo C. Trevino

Edcouch, Elsa, La Villa Chamber of Commerce

2010 Frances S. Rocha
 2009 Robert Capello Sr.
 2008 Mary Pena Moreno
 2007 Jose Borrego
 2006 Dr. Ricardo R. Gonzalez

City of Granjeno

2019 Ramiro B. Garza
 2018 Hortencia O. Guzman+
 2017 Mr. & Mrs. Juan and Delia Mendoza
 2016 Mr. & Mrs. Eulogio & Ara De Rueda III (Pacho & Ara)
 2015 Guadalupe+ & Maria Rendon
 2014 Esperanza Avila
 2013 Alberto "Maga" Magallan Sr.
 2012 Gloria Garza
 2011 Manuel Olivarez Sr. +
 2010 Maria Isabel Garza
 2010 Santos Graciela Garza
 2009 Vicente Garza Sr.
 2008 Yvette Cabrera Prevot
 2007 Manuel Olivarez Jr.
 2006 Rafael Garza
 2005 Lupita Segura+

Delta Area Chamber of Commerce

2005 Los Hermanos Layton

City of Harlingen

2019 William M. Reagan
 2018 Jesse Robles
 2017 Robert R. Farris
 2009 Jim Solis
 2007 David E. Allex
 2006 Matt E. Gorges
 2005 Col. H. William (Bill) Card

Harlingen Chamber of Commerce

2019 Bryan E. Burke
 2018 Robert W. Shepard
 2017 Edward Joseph Sokolosky
 2016 Mr. & Mrs. Juan & Connie Salas
 2010 Ruthie Ewers
 2008 Alan Johnson
 2007 R.K. (Randy) Whittington
 2006 Salomon Maldonado
 2005 Frank N. Boggus

City of Hidalgo

2019 Hidalgo I.S.D. Special Olympics Class of 2018
 Osvaldo Gonzalez

Anthony Carrera
 Diego Quintanilla
 Neftaly Guerrero
 Jaime Daniel Diaz Jr.
 Angel Ramirez
 Alexis Trevino
 Angel Balboa
 Bernardo Villanueva
 2018 Rev. Mario Alberto Aviles
 2017 Pedro Sanchez Jr.
 2017 Noe Aguirre +
 2016 Claudia Arredondo
 2015 Mayor Martin Cepeda
 2015 Javier A. Rodriguez
 2014 Pedro Fonseca
 2013 Ricardo Ortiz
 2012 Siglinde Franz
 2011 Elliott & Adelle Bottom
 2010 Ester Franz Rodriguez +
 2009 Concepcion Franz +
 2008 Josefina Fonseca
 2007 Mr & Mrs. Paul & + Anita Henderson
 2006 Mr. & Mrs. Pedro Cisneros
 2006 Olaf Frandsen
 2005 Mayor Eduardo C. Vela
 2005 Mayor Eduardo Vela +
 2005 Mayor J.P. Baker +
 2005 Mayor Enedina F. Garza +
 2005 Mayor Thomas Perez Jr. +
 2005 Mayor John David Franz
 2005 Joe Vera III

City of La Feria

2009 Sunny K. Philip

City of La Joya

2019 Adolfo Arriaga
 2019 Reynaldo Acosta
 2018 Isidoro Venecia Jr.
 2017 Julianita Sabala
 2016 Anna Lisa Ruiz
 2015 Margarito Salinas +
 2014 Elizandro De La Rosa
 2013 Victorio Salinas Jr.
 2013 Roberto Jackson Jr.
 2012 Mike Alaniz
 2012 Mary A. Salinas
 2011 Lee Roy Alaniz
 2011 Jose A. "Fito" Salinas
 2010 Martha E. Trevino
 2010 Gonzalo Gonzalez
 2009 Rodolfo "Fito" Farias
 2009 Socorro Garza
 2008 Alicia Montes
 2007 William "Billy" Leo
 2007 Dr. Javier Andres Saenz
 2006 Mari Gonzalez
 2006 Angelica "Angie" Garza
 2005 Filomena Leo

City of McAllen

Hidalgo Chamber of Commerce

2015 Crisoforo S. and Maria Del Refugio Vela Sr. +
 2015 Ruth Hinojosa
 2014 Aurora Mijangos
 2013 Joe & Gloria Vera Jr. +
 2012 Martin+ & Tina Vazquez
 2011 Calvin Bentsen
 2010 Ramon Garcia
 2009 Henry+ & Elsie Kawahata
 2008 Jud & Gloria Brady
 2007 Mr. & Mrs. Abel & Alicia Longoria+
 2006 Dr. Daniel King

Linn-San Manuel

2005 Rafael Guerra Sr.

City of Los Fresnos

2019 Simon Vega+
 2018 Pam Denny
 2017 Mary Townsend
 2016 Ruby Jean Cheshire+
 2015 Manuel Abrego
 2014 Antonio R. Lopez Sr.+
 2013 Luis Romero +
 2012 James A. Keillor
 2011 Eduardo "Eddie" Cantu+
 2009 F. Filiberto Pereira
 2008 Harry H. Whipple+
 2007 Carmen Silva

Los Fresnos Chamber of Commerce

2013 Mark W. Milum
 2012 Gene Daniels
 2011 Mercedes Vicinaiz Cantu
 2010 Don R. Badeaux Sr.
 2008 Antonio Rivas
 2007 Erwin W. Scott Jr. "Scottie"+
 2006 Dora Romero+

McAllen Chamber of Commerce

2019 Aida Ramirez
 2018 James E. Darling
 2017 Dr. Carlos J. Cardenas M.D.
 2017 Dr. Jose (Joey) Cazares Jr. DDS
 2015 Phyllis Griggs
 2014 Richard F. Cortez
 2013 Veronica Gonzales
 2012 Elva M. Cerda
 2011 Alida Salinas Hernandez+
 2010 Representative Roberto Gutierrez Sr.
 2009 Dr. Lauro Guerra
 2008 Lucile Hendricks+
 2007 Mr. Jan M. Klinck
 2005 Othal Brand Jr.

2019 Bill Wilson
 2018 Paul S. Moxley
 2018 Janet Vackar
 2017 Senator Juan J. “Chuy” Hinojosa
 2017 Annie Holand Miller
 2016 Sister Norma Pimentel
 2015 Gary Gurwitz
 2014 Frank S. Plummer
 2013 Ruben R. Cardenas
 2012 Frank Birkhead
 2011 Paul Moxley
 2010 Dora Brown
 2009 Kirk Clark
 2008 Robert L. Lozano
 2007 Rick D. Guerra
 2006 Tony Aguirre
 2005 Leo Montalvo

City of Mercedes

2011 Ricardo Garcia
 2008 Joel Quintanilla
 2005 Liborio Hinojosa

Mercedes Chamber of Commerce

2007 Congressman Ruben Hinojosa
 2005 Frances R. Cooper

City of Mission

2019 Jessica Ortega Ochoa
 2018 Ruben Moreno
 2017 Pete Jaramillo
 2016 Amancio Chapa Jr.
 2015 Wm. Carl Davis
 2014 Richard Hernandez
 2013 James Joseph Schroeder+
 2012 Ricardo Martinez
 2011 Ricardo A. Perez
 2010 Tomas Tijerina
 2009 Father Roy Snipes OMI
 2008 Pat Townsend Jr.
 2007 Jo Beth (J.B.) Townsend
 2006 June K. Brann +
 2005 Leonel “Leo” Pena +

Mission Chamber of Commerce

2019 Craig Verley
 2018 Catherine Garcia
 2017 Deborah Cordova
 2016 Gen Long
 2015 Beatriz Ramirez Esqueda
 2014 Beatriz Tijerina
 2013 Sandra Vecchio
 2012 Sylvia Wolf
 2011 Julio Cerda
 2010 Yvonne Salinas
 2009 Ruben Dario Plata
 2008 Joseph (Joe) M. Roseland
 2007 Norberto “Beto” Salinas
 2006 Ben A. Cavazos
 2005 Linda Z. Castaneda

City of Palmdale

2019 Pete Ayala +

2019 Ofelia Pena-Perez
 2018 Israel Silva
 2018 James Aranda
 2017 Dr. Bruce Gray D.V.M.
 2017 Campbell A. Patton
 2016 Darrell Davis
 2016 Gary Wilson Toothaker
 2015 Jackie Field
 2015 Roy "Bear" Barrera
 2014 Lazaro "Larry" Gallardo Jr.
 2014 Richard Trevino Jr.
 2013 Mark Richards
 2013 Ruben De Leon
 2012 Robert A. Salinas
 2012 Irma Garcia
 2011 Jose E. Garza
 2010 Alicia C. Sandoval +
 2010 Maria G. Leal
 2008 Will Klement
 2007 Elton Key +
 2006 Ramiro J. Rodriguez Jr.

City of Palmview

2019 Arnoldo Pena
 2018 Ricardo Villarreal
 2017 Jose Rolando Pena
 2016 Joel Garcia Jr.
 2015 Ramiro Vela
 2014 Eraclio Villarreal +
 2013 Alfredo Rodriguez
 2012 Noe Ruben Munoz
 2011 Aida Rivas
 2008 Graciela S. Flores
 2007 Irene M. Garcia
 2006 Gerardo "Jerry" Perez
 2005 Jorge G. Garcia

Palmview Chamber of Commerce

2019 Diana Margot Garcia
 2018 Ricardo Perez
 2017 Homer Tijerina
 2016 Linda Ruiz Sarabia
 2015 Leo James Leo Jr.
 2014 Joel Garcia
 2013 Leonel Julian Lopez

City of Pecos

2019 Ramiro Loya
 2019 Patricia R. Cardenas +
 2018 Jose Roel "J.R." Flores
 2018 Baldemar Ramirez Sr. +
 2017 Baldomero Loya+
 2017 Arturo Garza Jr. +
 2016 Blas M. Loya Sr. +
 2014 Marcos L. Ochoa
 2014 Cecilio Garza Jr.
 2013 Servando Ramirez
 2013 Armando Garza
 2012 Jerry Bell
 2012 Roberto Cardenas Jr.
 2011 Jose Roel Cardenas
 2011 Efren Garza
 2010 Vidal G. Loya +
 2005 Dr. Mauro L. Reyna Jr.

Pecos Economic Development Corporation

2012 Roberto Cardenas Jr.

City of Pharr

2019 Edward Matthew Wylie
 2018 Dr. Ramiro Caballero

2017 Roberto “Bobby” Carrillo
 2016 Ambrosio Hernandez
 2015 Oscar Elizondo Jr.
 2014 Eduardo Cantu
 2013 Fred Sandoval
 2012 Adan Farias
 2011 Leopoldo “Polo” Palacios
 2010 Cris S. Vela
 2009 Elva I. Michal
 2005 A.C. “Beto” Jaime

Pharr Chamber of Commerce

2012 Gary Lewis Rodriguez
 2011 Gene & Gracie Williams
 2010 Quentin Newcomb Jr.
 2007 Anna Mae Kelly
 2006 Quentin Newcomb
 2005 Dr. Tully Mayer

City of Port Isabel

2019 Ernestina Barrera
 2018 Patrick H. Marchan
 2017 Juan Jose (JJ) Zamora Sr.
 2016 Leo F. “Speck” Sanders
 2012 Scott Friedman
 2011 Benito Ochoa III
 2010 Donald Raymond Guillot
 2009 Juan Castillo
 2005 Eliseo Vega +

City of Progresso

2006 Sam Sparks

City of Progresso Lakes

2007 John Trainor Evans
 2005 William C. Cain

Port Mansfield Chamber of Commerce

2009 Betty Glaze

Town of Rancho Viejo

2019 James “Jim” Tipton
 2018 Cyndie Rathbun

City of Raymondville

2019 Clifton Smith
 2018 Mr. & Mrs. Gilbert and Rosalinda Gonzales
 2017 Uvaldo Zamora
 2016 Brenda Guerrero
 2015 Dr. George Cantu
 2014 Orlando A. Correa
 2013 Eleazar Garcia Jr.
 2012 Hector Ramirez
 2011 Paul E. Whitworth
 2010 Father Richard MacDonald, SCJ
 2009 SSG Hector Leija +
 2008 Albert Tijerina +
 2007 Ezequiel A. (Zeke) Martinez
 2006 Anna Gause Smith (Mrs. Gene)
 2005 Katheryn Hanshaw

Raymondville Chamber of Commerce

2019 Jean Hublall
 2018 Andres “Andy” Maldonado
 2017 Yvonne S. “Bonnie” Brown
 2016 Sheriff Larry Spence
 2015 Armando Duarte Rios
 2014 Cissie Watson
 2013 Albert Marshall Pickard
 2012 Mary Casillas
 2011 Virginia Torres
 2010 Elma Chavez
 2009 Frank Torres
 2008 Mary Gutierrez
 2007 Viola Franks
 2006 Winifred Raymond Wetegrove
 2005 Glenn Harding

City of Roma

2005 Arnulfo Guerra +

City of Rio Grande City

2019 Norma Gomez Fultz

Rio Grande City Chamber of Commerce

2019 Juan J. + and Maria Del Carmen Caro

2018 John A. Pope III+
 2017 Eduardo "Eddie" Dougherty+
 2016 Antonio Falcon MD
 2015 Ruben Klein
 2014 James Edwin Peterson+
 2013 Roel A. Gonzalez
 2012 Ruben D. Saenz
 2011 Basilio D. Villarreal Jr.
 2010 Representative Ryan Guillen
 2009 Alberto Barrera
 2008 Mayor Basilio Villarreal Sr. +
 2007 Ernestina C. Trevino
 2006 Baldemar Garza
 2005 Sam Vale

2018 Mr. & Mrs. Clemente Garza Jr.
 2017 Noel P. Benavides
 2017 Javier D. Margo
 2016 Rodolfo Carlos "R.C." Salinas
 2015 Rose Benavidez
 2014 Kenny Anderson +
 2013 Rosa E. Gonzalez
 2012 Ruben O. Villarreal
 2010 U. David Gonzalez
 2009 Ruben Saenz
 2007 Manuel Benavidez Jr.
 2005 Judge Ricardo Hinojosa

Rio Grande Valley Partnership Chamber of Commerce

2019 Brent Baldree
 2018 Spencer W. Bell
 2017 M. Allen Shields III
 2016 David Garza
 2015 Julio Reyes
 2014 John D. Bradford
 2013 Sergio Contreras
 2012 Obidio C. "Billy" Canales
 2011 H. William "Bill" Card III
 2009 Representative Armando Martinez

City of San Benito

2019 Victor M. Gonzalez Jr.
 2019 Dr. Enriqueta Lopez Ramos
 2018 Rosa Maria Gomez +
 2017 Esteban M. Rodriguez
 2016 Lionel C. Betancourt
 2015 Antonio Puentes Gonzales
 2014 Martha Ann McClain
 2013 Charlie & Bertha Wilson
 2012 Victor Garza
 2011 Manuel Lara
 2010 Lupita Pasement
 2009 Joe Hodges Hernandez
 2008 Mark Moody
 2007 San Benito Montalvo +
 2005 Cesar Gonzalez

San Benito Chamber of Commerce

2019 Richard (Dick) Henry Welch
 2018 Sam P. Boswell Jr.
 2017 Judge Guadalupe Ayala +
 2016 Paco Betancourt +
 2015 Celeste Zepeda Sanchez
 2013 Dulce Maria America Madrigal
 2010 Hector Jalomo
 2005 Freddy Fender +

City of Santa Rosa

2005 Pedro Garza

City of San Juan

2019 Juan Quiroz

2018 Ramiro Trevino+
 2017 Luis Ramos Jr.
 2016 Tomas Cruz
 2015 Pedro Sanchez
 2014 Octaviano "Tony" Gonzalez
 2013 CWO-2 Jose Luis Montenegro Jr.+
 2012 Rick Diaz
 2011 Roberto F. Loreda
 2010 Commission Hector "Tito" & Bertha Palacios
 2009 Juan Pedro Contreras
 2008 Roel Garza
 2007 Raul Yzaguirre
 2006 Arnoldo Cantu Sr.
 2005 Jorge Arcuate

San Juan Chamber of Commerce

2010 Leon & Velma Sue De Leon
 2007 Estela Salazar
 2006 James C. Shawn
 2005 Eleazar Romero

Town of South Padre Island

2019 Edmund K. Cyganiewicz
 2018 Jeffrey A. George
 2017 Courtney Hayden
 2016 Sam A. Listi
 2015 Madeleine Sandefur
 2014 Robert Guy Blatnik
 2013 Shane Wilson
 2012 Robert Nixon
 2011 Leslie Ruth Blasing
 2010 Paul Y. Cunningham Jr.
 2009 Peggy Trahan
 2008 Lucinda "Sandy Feet" Wierenga
 2007 Minnie Solomonson +
 2006 John L. Tompkins +
 2005 Ila Loetscher +

South Padre Island Chamber of Commerce

2019 Doyle F. Wells III
 2018 Bharat (Barry) R. Patel
 2017 James H. Parker
 2016 Joseph M. (Mickey) Furcron
 2015 JoAnn Evans
 2014 Gary E. Meschi
 2013 Bill Donahue
 2012 Lynne Tate
 2011 David Friedman
 2010 Dan Stanton
 2009 Darrell Mangham
 2008 Jake Falgout
 2007 Robert N. Pinkerton Jr.
 2006 Richard Franke
 2005 Troy W. Giles

City of Sullivan City

2009 Rosendo "Cheno" Benavides +
 2007 Guillermina "Ginger" Villarreal
 2006 Reynaldo Ruiz
 2005 Gumaro "Maro" Flores

City of Weslaco

2019 Richard Lehman+
 2018 Daryl L. Smith
 2017 Howdy Smith
 2016 Pablo G. Pena
 2015 Blanca Munoz
 2014 Soyla Gonzalez
 2013 Charles & Christine Warren
 2012 Eloy R. Alaniz
 2011 Robert A. McAllen
 2010 Eugene Richard Vaughn Jr.
 2009 Dr. Robert Sepulveda
 2008 Mayor Hector "Buddy" de la Rosa
 2007 Dr. Benigno (Ben) Villalon
 2006 Isaac D. Rodriguez
 2005 Joe V. Sanchez

Weslaco Chamber of Commerce

2019 Esperanza Garza
 2018 Loretta Barbee
 2017 Randy Summers
 2015 Glenn + & Margret Housley
 2014 Bob Davis
 2013 Ramon "Monse" Montalvo
 2012 Margaret Looney McAllen
 2011 Noble C. Allen
 2010 Robert W. Vanderveer
 2009 Patti Dittburner
 2008 Ruben Cardenas
 2007 Fred McCaleb
 2006 Dr. Armando Cuellar +
 2005 Gene A. Braught +

United States Ambassadors of International Goodwill

2018 Nora Davila
 2016 Luis Coronel

Mexico Ambassadors of International Goodwill

2018 Noel Torres
 2018 Manolo Martinez Jr.

2015 Raul Gonzalez
 2014 Adamari Lopez
 2014 Lupillo Rivera
 2013 Dra. Ana Maria Polo
 2012 Diana Reyes
 2011 Lazaro G. Megret
 2010 Maria Antonietta Collins
 2009 Raul De Molina "El Gordo"
 2008 Yolanda De La Cruz
 2007 Raul Gonzalez
 2006 Raul Brindis
 2005 Joe Morales
 2004 Fernando Arau
 2003 Alberto Kreimerman
 2002 Tony De La Rosa
 2001 Intocable
 2000 Ana Maria Canseco
 1999 Freddy Martinez
 1998 Roberto Pulido
 1997 Carlos Guzman
 1996 Hugo De La Cruz
 1995 Rogelio Botello Rios +
 1994 Johnny Canales
 1993 Nano Ramirez
 1992 Othal Brand Jr.

2017 Sebastian Rulli
 2016 Rafael Amaya
 2015 Joel Cano
 2014 Jorge Salinas
 2013 Mariachi Vargas de Tecalitlan
 2012 Gabriel Soto
 2011 Beatriz Adriana
 2010 El Comediante – Teo Gonzalez
 2009 Gilberto Gless
 2008 Sergio Sendel
 2007 Sergio Goyri
 2006 Ninel Conde
 2006 Eric Del Castillo
 2005 Bronco El Gigante De America
 2004 Pablo Montero
 2003 Laura Flores
 2002 Alicia Villarreal y Limite
 2001 Veronica Castro
 2000 Lupita D'Alesio
 1999 Maribel Guardia
 1998 Laura Leon
 1997 Martin Urieta
 1996 Carlos Cuevas
 1995 Jorge Vargas
 1994 Lucila Mariscal "Dona Lencha"
 1993 Angeles Ochoa
 1992 Queta Jimenez "La Prieta Linda"
 1991 Ramon Ayala y Los Bravos
 1990 Rosenda Bernal
 1989 Maria De Lourdes
 1988 Arianna
 1987 Prisma
 1986 Aida Cuevas
 1985 Francisco "Charro" Avitia

Border Texan of the Year

2014 Chief Judge Ricardo H. Hinojosa
 2013 Sam L. Susser
 2012 Senator Juan J. "Chuy" Hinojosa
 2011 Lt. Gov. David Dewhurst
 2010 Frank N. Boggus
 2009 Mayor John David Franz
 2008 Lt. Gen. (Ret.) Ricardo Sanchez
 2007 Dr. Shirley Reed
 2006 Michael Allen
 2005 Senator John Cornyn
 2004 Joe La Mantia Jr.
 2003 Tony Garza
 2002 Senator Phil Gramm
 2001 Governor Rick Perry
 2000 Senator Kay Bailey Hutchinson
 1999 Charles C. Butt
 1998 Governor George W. Bush
 1997 Lt. Governor Bob Bullock +
 1996 Wayne W. Showers
 1995 Dr. Mario Ramirez
 1994 Lloyd M. Bentsen +
 1993 Dr. Miguel Nervarez
 1992 Congressman Enrique "Kika" De La Garza
 1991 Morris Atlas
 1990 Glen E. Roney
 1989 Celia Hare Martin +

Federal and State Leaders

2012 Francisco "Paco" Valentin Jr.

Outstanding Community Supporters

2007 Charles Chuck Snyder

Outstanding Entertainers

2014 George Strait
2012 Estudiantina Guadalupana Cesar Cervantes
2012 Charo
2011 Bill & Helen Dillard +
2011 Rene Sandoval
2011 Tina Compean
2010 Edwin M. Bigsby +
2010 Roland Garcia
2006 Joseph “German Joe” Sakulenzki
2006 Doria Avila +
2005 Myron Floren
2005 Jimmy Gonzalez y Grupo Mazz
2005 Wiley Hutchinson

At Large Inductee

2018 Ben Lopez
2017 Edward Blaha
2016 Dr. Miguel De Los Santos
2015 Larry Wingert
2015 Martha Noell
2014 Roy and Victoria Lepovitz
2014 Luis Lauro Moreno Rodriguez
2014 Most Reverend Leo Francis Daniel
2014 R. David Guerra
2014 Eloy Vera
2013 Rev. Msgr. Juan Nicolau
2013 Consul Erasmo Martinez
2013 Senior Pastor Aaron De La Torre
2012 United Way Hero Jenise Diaz
2012 Judy Anderson
2012 Jim Deuser
2009 Dr. Bert D. Levine +
2007 Senator Juan J. “Chuy” Hinojosa
2006 Bob Roux
2006 Dr. Robert & Mrs. Vi Norton
2006 Bill Summers
2005 Bryan Daniels
2005 Amadeo Saenz
2005 Representative Ismael “Kino” Flores

Mr. International of Goodwill

2019 Consul Rakesh Banati

Mr. Internacional

2015 Juan Pablo Llano

Mrs. Internacional

2015 Elizabeth Robaina

BorderFest Association

2015 Raul Mijangos
2015 Kay Wolf

IFEA Volunteer of the Year

2015 Mary Bernarski



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3025	
From:			
Subject: Discussion and consideration on Ordinance 2020-01 amending Ordinance 2016-03 the Equipment Replacement Fund Section One 50-80(c) and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-01. Possible action. (Staffed by City Manager.)			
Background:			
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 Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: O2020 - 01 FD replacement fund.amend			
Responsibilities upon Approval:			

ORDINANCE

NO. 2020 - 01

AN ORDINANCE AMENDING ORDINANCE 2016-03 SECTION ONE 50-80(C) ESTABLISHING AN EQUIPMENT REPLACEMENT FUND; PROMULGATING RULES AND REGULATIONS CONCERNING THE BUILDING AND MAINTAINING OF SUCH FUND, AND THE PERMITTED WITHDRAWALS AND PROHIBITIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco provides fire suppression, fire prevention and emergency medical services to the citizens of Weslaco through its Fire Department, utilizing capital assets; and

WHEREAS, the performance and continued use of these capital assets is essential to the health, safety, economic development and quality of life of those receiving services; and

WHEREAS, budgetary pressures often impede capital program expenditures or investments for maintenance and replacement, making it increasingly difficult to sustain the asset in a condition necessary to provide expected service levels; and

WHEREAS, as the physical condition of the asset declines, deferring maintenance and/or replacement could increase long-term costs and liabilities; and

WHEREAS, the City Commission desires to address the continuing investment necessary to properly maintain and replace its capital assets, while maintaining a fiscally conservative “pay-as-you-go” policy.

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

SECTION ONE. Chapter 50 Article V §50-80 (C) Fire Department Equipment Replacement Fund, to read in its entirety as follows:

§50-80 ESTABLISHMENT AND FUNDING OF FIRE DEPARTMENT EQUIPMENT REPLACEMENT FUND.

(A) A fund is hereby established, to be maintained by the Finance Department and separately maintained from the other funds of the City, to be designated the Fire Department Equipment Replacement Fund (the FDER Fund).

(B) The FDER Fund shall be accounted for as a separate Capital Projects Fund of the City.

(C) Contributions may vary from year to year but shall generally be calculated as sixteen percent (16%) of the net collections credited from charges for Emergency Medical Services, Fiscal Year 2019-2020 and shall be transferred into the fund on a monthly basis. All following year the percent will be twenty-five percent (25%).

(D) At the option of the City Commission, other sources may be used to contribute to the Fund, such as proceeds from capital leases or other surplus funds.

(E) Contributions shall be added to such Fund per the above criteria. Notwithstanding, nothing in this section shall be construed to mean that any contribution to the Fund is mandatory, but such will be solely at the discretion of the City Commission.

SECTION TWO. A new section, Section §50-81, is to be added to the Code of Ordinances of the City of Weslaco, to read in its entirety as follows:

§50-81 EXPENDITURES FROM THE FIRE DEPARTMENT EQUIPMENT REPLACEMENT FUND; PROHIBITED EXPENDITURES.

(A) The City shall develop a policy to require a complete inventory and periodic measurement of the physical condition of all existing capital assets of the Fire Department, and then appropriately plan and budget for any capital replacement needs.

(B) Withdrawals from the Fund require the authorization of the City Commission.

(C) Withdrawals from the Fund should be restricted to:

(1) pay for capital equipment replacements as presented and approved within the Fire Department Equipment Replacement budget approved by the City Commission for each fiscal year,

(2) make up for a severe shortfall in funds where projected revenues are not met, typically because of unexpected negative influence on revenue stream,

(3) pay for catastrophic repair events of such magnitude that the cost of such would initiate an unplanned tax or rate increase or a greater than planned tax or rate increase (i.e. increases that would not have been needed if such event had not occurred). At the time of any such withdrawal for (2) or (3), a plan to raise taxes and/or rates over a reasonable time period to a level sufficient to cover the ongoing cost of maintenance and operations should be presented to the Commission and adopted.

(D) Withdrawal from the Fund should not be allowed for the following reasons:

(1) to make any expenditure not clearly and directly for an approved Fire Department Equipment Replacement capital asset.

(2) to pay for expense made necessary as a result of growth, expansion, or enhancement of existing services or inflation.

(3) for the addition of permanent personnel or equipment.

SECTION THREE. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Weslaco, Texas, and this Ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION FIVE. This Ordinance shall become effective from and after its passage as provided by law.

PASSED AND APPROVED on First Reading this the 21st day of January 2020 at a Regular Meeting of the City Commission of the City of Weslaco, Texas.

PASSED AND APPROVED on Second Reading this the ____ day of February 2020 at a Regular Meeting of the City Commission of the City of Weslaco, Texas.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra L. Ayala Garza, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3009	
From:			
Subject: Discussion and consideration on Ordinance 2020-02 to order a Special Municipal Election for May 2, 2020 for charter amendments and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.)			
Background: City Attorney working on ordinance.			
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):			
Aida Vega Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve with recommendation of three (3) four (4) year term.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3011	
From: Arnold Becho			
Subject: Discussion and consideration on the creation of an exploratory committee dedicated to planning the long term goals of the Weslaco Library System and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.)			
Background: The Mayor Joe V. Sanchez Public Library was built in 1985 and is currently the oldest library facility in Hidalgo County. The library is well regarded in the community and has \$4.5 million earmarked in capital funds over the following 3 fiscal years. The time is appropriate to have public discourse regarding the direction of library services in the community of Weslaco. Among the chief questions the committee will attempt to answer are: • What is the broad goal for library services in our community? • Is the library physically located in the best area for our community and are available options an improvement on the current location? • Should the capital funds available in the following years be used on a renovation or a new library building? In addition to these questions the committee will help formulate a long term plan that can help provide direction as library services are redefined throughout the next decade.			
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: 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): The Library Board will be reviewing this measure within their board meeting on Jan. 20th.			
Arnold Becho		Created/Initiated	
Arnold Becho		Approved	
Martin Mata		Approved	
Andrew Muñoz		New	
Mike Perez			

City Manager Comments:

Approve.

Staff Recommendation:

Library Staff recommends formation of an exploratory committee. Staff also recommends that the Library Board and several City Leaders be included within the committee. Library Staff will be enthusiastic to include any other individuals recommended as well.

Attachments, if any:

memo - Request to approve creation of an exploratory committee

Responsibilities upon Approval:

Library Staff will work with appointed members to schedule meeting dates so that the aforementioned topics may be discussed. Following appropriate investigation the Library will report to the City Commission the conclusions of the committee.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

January 10, 2020

To: David Suarez, Mayor; Letty Lopez, Mayor Pro-Tem; Leo Muñoz, Commissioner; Greg Kerr, Commissioner; Jose Rodriguez, Commissioner; Adrian Farias, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Vidal Roman, Andrew Munoz, Martin J. Mata
Fr: Arnoldo Becho, Library Director
Re: Discussion and consideration of creation of an exploratory committee dedicated to planning the long term goals of the Weslaco Library System.

The Mayor Joe V. Sanchez Public Library was built in 1985 and is currently the oldest library facility in Hidalgo County. The library is well regarded in the community and has \$4.5 million in capital funds earmarked over the following 3 fiscal years. The time is appropriate to have public discourse regarding the direction of library services in the community of Weslaco. Among the chief questions the committee will attempt to answer are:

- What is the broad goal for library services in our community?
- Is the library physically located in the best area for our community and are available options an improvement on the current location?
- Should the capital funds available in the following years be used on a renovation or a new library building?

In addition to these questions the committee will help formulate a long term plan that can help provide direction as library services are redefined throughout the next decade.

Library Staff recommends formation of an exploratory committee. Staff also recommends that the Library Board and several City Leaders be included within the committee. Library Staff will be enthusiastic to include any other individuals recommended as well. 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



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3022	
From:			
Subject: Discussion and consideration of a Clinical Affiliation Agreement between Texas A&M Engineering Extension Service and the City of Weslaco Fire Department & EMS to provide students training and clinical experience in terms of patient assessment and related instruction for students of the School and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background: Clinical Affiliation Agreement between Texas A&M Engineering Extension Service and the City of Weslaco Fire Department & EMS to provide students training and clinical experience in terms of patient assessment and related instruction for students of the School in the clinical field.			
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):			
Aida Vega		Created/Initiated	
Antonio Lopez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Clinical Affiliation Agreement between Texas A&M Engineering Extension Service and the City of Weslaco Fire Department & EMS			
Responsibilities upon Approval:			



TEEX Contract # _____

**CLINICAL AFFILIATION AGREEMENT
BY AND BETWEEN
THE TEXAS A&M ENGINEERING EXTENSION SERVICE
AND
CITY OF WESLACO FIRE DEPARTMENT & EMS**

This Clinical Affiliation Agreement ("Agreement") is entered into by and between , ("Affiliate"), CITY OF WESLACO FIRE DEPARTMENT & EMS, located at 255 South Kansas, Weslaco, Texas 78596 and the Texas A&M Engineering Extension Service ("TEEX"), a member of The Texas A&M University System ("TAMUS"), an agency of the State of Texas, located at 200 Technology Way, College Station, TX 77845.

WHEREAS, TEEX is an institution of higher education with an approved program in the TEEX EMS Program ("Program") which requires clinical experiences of students enrolled therein; and

WHEREAS, Affiliate is a health facility which has the resources in equipment and staff to provide the clinical experiences required by the Program; and

WHEREAS, it is to the benefit of TEEX that the resources of Affiliate be made available to its students for the required clinical experiences; and

WHEREAS, it is to the benefit of both TEEX and Affiliate to cooperate in the educational preparation of students enrolled in the Program so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources;

NOW, THEREFORE, the parties agree as follows:

1. **Term of Agreement:** This Agreement commences on date of last signature and expires August 31, 2023, at 5:00 pm Central Time Zone; however, this Agreement may be renewed with written approval of the parties for a total term of up to five (5) years

Either party may terminate this Agreement upon giving 30 days written notice to the other party. Should notice of termination be given by either party, those students then assigned to the Affiliate by TEEX shall be permitted to complete the clinical internship assignment in progress.

2. **Responsibilities of TEEX:** TEEX agrees to:

- A. Identify, in concert with Affiliate, the names and number of students assigned to Affiliate for on-site clinical and practical training.
- B. Prepare, in concert with Affiliate, from time to time, a schedule for students specifying the hours of each day, the days of each month, and the months of each year during which the students will be receiving on-site clinical and practical training at Affiliate, and the health related specialties to which the students will be exposed in connection with their on-site training. TEEX will further provide such data as Affiliate may request in order to coordinate its scheduling and programming with that of TEEX.
- C. Assure that all students selected for clinical and practical training at Affiliate have satisfactorily completed all portions of TEEX curriculum that are prerequisite for the training and can show proof of the following (check applicable prerequisites for clinical study at Affiliate):

- | | |
|--------------------------|---------------------|
| ☐ | ACLS certificate |
| ☐ | BCLS certificate |
| ☐ | TB testing |
| ☐ | Hepatitis B vaccine |
| ☐ | Drug screening |
| ☐ | Other _____ |

- D. Designate in writing an Agency Representative to coordinate the educational experience of students undergoing clinical and practical training at Affiliate with the Affiliate Representative.
- E. Require that students provide written evidence of professional liability insurance coverage participating in the clinical and practical training. The minimum amount of coverage per individual shall be \$1,000,000 each incident with a \$3,000,000 annual aggregate. The coverage shall extend through the term of the student's participation. Affiliate acknowledges that, because TEEX is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of TEEX or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of TEEX is provided by TAMUS as mandated by the provisions of Chapter 502, *Texas Labor Code*.
- F. Have, and maintain throughout the term of this Agreement, all licenses and/or permits required by state law, and/or any federal or local authority, for the training of students, and accreditation by proper accrediting authorities.
- G. Represent that no adverse action by the federal government that can result in exclusions from a federal health care program has occurred or is pending or threatened against TEEX, its affiliates, or to the best of TEEX knowledge, against any of the students. TEEX agrees it will not perform any act that can cause TEEX to be excluded from a federal health care program during the term of this Agreement.
- H. Provide access to TEEX contracts, books, documents, and records relating to this Agreement to the Comptroller General of the United States and the United States Department of Health and Human Services for seven (7) years after expiration or termination of this Agreement, if required by the Social Security Act and without violating the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, *et seq.*, and as may be amended, or any other student and/or student records privacy act.

3. **Responsibilities of Affiliate:** Affiliate agrees to:

- A. Provide supervised clinical experiences for students, including maintaining adequate personnel, staff and facilities, which fulfill the curriculum requirements of the Program and meet the objectives agreed upon by TEEX and Affiliate which are consistent with the standards and requirements of any accrediting authorities.
- B. Comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; have and maintain throughout the term of this Agreement all licenses/permits required for its facilities, personnel and staff; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by TEEX.
- C. Permit the authority responsible for accreditation of the Program to inspect the facilities, services, and other items provided by Affiliate for purposes of the clinical and practical training.
- D. Designate in writing a member of the Affiliate staff ("Affiliate Representative") to coordinate the educational experience of students undergoing clinical and practical training at Affiliate with the University Representative.
- E. Provide TEEX with a minimum of 90 days notice in the event it is unable to place TEEX students.
- F. Permit the students, at their sole cost and expense, to use Affiliate amenities such as the cafeteria, rest rooms, emergency rooms, conference areas and parking facilities on the same basis as that made available to Affiliate's employees.
- G. Provide an orientation for the students, faculty and staff participating in the clinical program of the type and scope provided to Affiliate's employees with respect to the operations of Affiliate, its policies and procedures, and the location of the facilities and other equipment.
- H. Provide patient information to students to the extent necessary to provide a meaningful clinical experience.
- I. Provide emergency medical treatment in the event of injury or illness experienced by a student, faculty and/or staff participating in the clinical program while on-site at Affiliate, including administering acute antiviral therapies as recommended by the Centers for Disease Control, if appropriate. The student, faculty and/or staff is solely responsible for the cost of such health care.
- J. Cooperate fully with TEEX in matters related to academic performance and student conduct related to the clinical experience.

4. **Removal of Students:** Affiliate may, in its sole and absolute discretion, refuse the use of its facilities and services as contemplated by this Agreement to any student who does not meet the professional and other standards and requirements of Affiliate. TEEX agrees to withdraw any Student from Affiliate or its premises for any reasonable cause specified by Affiliate.

5. **Patient Care:** Affiliate will at all times remain responsible for the safety and welfare of its patients. Nothing herein

contained will be construed as a limitation on the responsibility of Affiliate with respect to providing medical care for its patients.

6. **Program Management:** TEEX will at all times remain responsible for the implementation and operation of the Program in a manner consistent with its curriculum and the standards and requirements of any accrediting authorities.
7. **Cooperation and Liaison:** Affiliate and TEEX will act in good faith, and cooperate with one another in implementing the intent and purpose of this Agreement and in furtherance thereof will work out the details of the administration needed to fulfill the needs of the on-site educational program of TEEX and to benefit Affiliate in such a manner so as not to interfere with the medical care provided by Affiliate. TEEX and Affiliate will maintain adequate communication with one another, to make changes that may be advisable within the terms of this Agreement and discuss any problems as may arise concerning their affiliation as created by this Agreement.
8. **HIPAA:** The parties agree that:
 - A. Affiliate is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulations");
 - B. To the extent that TEEX students are participating in clinical and practical training at Affiliate and TEEX employees are providing supervision at Affiliate as part of such training, such students and TEEX employees shall:
 - (1) be considered part of Affiliate's workforce for HIPAA compliance purposes in accordance with 45 CFR 164.103, but shall not be construed to be employees of Affiliate;
 - (2) receive training by Affiliate on, and subject to compliance with, all of Affiliate's privacy policies adopted pursuant to the Regulations; and
 - (3) not disclose any Protected Health Information, as that term is defined by 45 CFR 160.103, to which a student has access through clinical and practical training at Affiliate or a faculty or staff member has access through the provision of supervision at Affiliate that has not first been de-identified as provided in 45 CFR 164.514(a);
 - C. TEEX will never access or request to access any Protected Health Information held or collected by or on behalf of Affiliate that has not first been de-identified as provided in 45 CFR 164.514(a); and
 - D. No services are being provided to Affiliate by TEEX pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR 160.103.
9. **Notices:** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received (provided that in the event of a facsimile or email, concurrently therewith a copy is mailed by certified mail, return receipt requested). TEEX and Affiliate may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TEEX: EMS Program
200 Technology Way
College Station, TX 77845
Attention: Carl Voskamp
Fax: (979) 458-3533
E-mail: carl.voskamp@teex.tamu.edu

Affiliate: CITY OF WESLACO FIRE DEPARTMENT & EMS
255 South Kansas, Weslaco, Texas 78596 _____
956-968-3181
Attention: David Suarez, Mayor
Fax: () _____
E-mail: dsuarez@cityofweslacotx.com
10. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together constitute but one instrument.

11. **Assignment:** Neither TEEX nor Affiliate may assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the other party; provided, that either party can assign the Agreement to an entity affiliated by ownership or control.
12. **Relationship of Parties:** TEEX and Affiliate are independent parties acting in unison for the purpose of this Agreement. Nothing in this Agreement or the parties' actions should be construed as creating any partner or agency relationship between TEEX and Affiliate.
13. **Program Participants Independent:** While participating in the clinical program, the students and TEEX employees are acting independently of Affiliate and are not employees of Affiliate; and therefore will not be entitled to compensation, future employment, or any benefits of Workers' Compensation in the event of any injury occurring on Affiliate's premises.
14. **Force Majeure:** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
15. **Public Information:**
 - A. Affiliate acknowledges that TEEX is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
 - B. Upon TEEX's written request, AFFILIATE will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to TEEX in a non-proprietary format acceptable to TEEX. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TEEX has a right of access.
 - C. Affiliate acknowledges that TEEX may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
16. **Non-Exclusive Agreement:** This Agreement should not be construed as an exclusive contract and the parties may enter into other affiliation agreements.
17. **Waiver:** The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or different provision.
18. **Severability:** In the event that a provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.
19. **Governing Law:** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TEEX shall be in Brazos County, Texas, in which the primary office of the chief executive officer of TEEX is located.
20. **Non-Waiver Provision:** Affiliate expressly acknowledges that TEEX is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TEEX of its right to claim such exemptions, privileges, and immunities as may be provided by law.
21. **FERPA:** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the students who participate in the Program to the extent that access to the records are required by Affiliate to carry out the Program. Affiliate agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

TEEX Contract # _____

This Agreement constitutes the entire Agreement between TEEX and Affiliate and supersedes all previous Agreements and understandings relating to the Clinical Affiliation.

CITY OF WESLACO FIRE DEPARTMENT & EMS

Texas A&M Engineering Extension Service:

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: R. Charles Todd

Title: Associate Agency Director/CFO

Date: _____

Reviewed by
ESTI Business Office



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3021	
From:			
Subject: Discussion and consideration on Task Order No. 2 with H2O Partners Inc. for the Hazard Mitigation Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)			
Background: As a FEMA and TDEM requirement for grant funds, each entity must have an approved Hazard Mitigation Plan. The City Commission has approved, via proposal solicitation, H2O to apply for grants as well as develop a Hazard Mitigation Plan, if grant awarded. Based on a current FEMA grant under review and potential GLO and PDM grant funding, staff is recommending H2O begin the Hazard Mitigation Plan. FEMA has a strict reimbursement schedule of 12 months for plan adoption. The current review period is 6 months for FEMA on new plans. This would conflict with grant requirements, if funded. If we proceed, these expenses would not be reimbursed but we would fulfill the grant requirements for future funding. Funds for the plan can be taken from the drainage funds, under the amounts allocated for grant local match.			
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):			
Aida Vega Andrew Muñoz Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Task Order 2 - Hazard Mitigation Plan - 1.15.2020			

Responsibilities upon Approval:
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TASK ORDER – 2 – Hazard Mitigation Plan

This Task Order is made part of and governed by the terms and provisions of the AGREEMENT FOR PROFESSIONAL SERVICES (AGREEMENT), dated as of the 26th day of September, 2018, by and between H2O Partners, Inc. (CONSULTANT) and the City of Weslaco (CLIENT). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement

A. BACKGROUND

1. CONSULTANT shall develop a Hazard Mitigation Action Plan (HMAP).
2. CONSULTANT will conduct a Kick-off Workshop, Risk Assessment Workshop, and Mitigation Action Workshop, with public meetings following the workshops. All workshops and meetings will be scheduled with the CLIENT.
3. CONSULTANT will facilitate the development of a Planning Team and develop a detailed tracking contact sheet for the management of documents requested.
4. CONSULTANT will develop all meeting and workshop notices and materials.
5. CONSULTANT will develop and distribute a capability assessment to the CLIENT in order to review and incorporate, if appropriate, any existing plans, studies, reports and technical information into the HMAP.
6. CONSULTANT shall develop a format for the HMAP.
7. CONSULTANT shall develop a public survey in addition to public and stakeholder presentations in order to provide for a detailed process of public involvement.
8. CONSULTANT will complete a review of the previous risk assessment and conduct a new analysis and risk and vulnerability assessment for the HMAP.
9. CONSULTANT will develop materials and conduct a Risk Assessment Workshop based on preliminary results of the risk assessment.
10. CONSULTANT will conduct a Mitigation Action Workshop to review with CLIENT previous mitigation actions and identify and prioritize new hazard mitigation strategies for the creation of hazard mitigation actions to be included in the HMAP.
11. CONSULTANT will collect and compile all records of the meetings held for the purposes of plan certification.
12. CONSULTANT will complete data collection worksheets as required, identifying potential measures, and identifying local capabilities and calculate loss estimates for various hazards.

TASK ORDER

13. CONSULTANT shall write and develop each section of the HMAP and submit a preliminary draft version to CLIENT.
14. CONSULTANT will revise the HMAP as necessary and submit a draft to TDEM, Following the receipt of comments and revisions from CLIENT.
15. CONSULTANT shall complete the review tool for the HMAP and complete revisions as required by TDEM.
16. Once the HMAP is approved by TDEM and submitted to FEMA, CONSULTANT shall revise the HMAP and review tool if required by FEMA.
17. After FEMA approves the HMAP, CONSULTANT shall provide CLIENT with a hard copy and digital download of the HMAP.

B. PRICING – TASK ORDER 2

For and in consideration of the services to be performed, CONSULTANT shall be paid a fixed fee in the amount of \$60,000.00. CONSULTANT will invoice CLIENT up to 90% of the contract amount. A final invoice will be submitted upon approval of the HMAP by FEMA for the remaining 10% of the contract amount.

C. TERM

The term of Task Order 2 shall begin on the date signed and continue until final FEMA review and approval of the HMP.

APPROVAL/ACCEPTANCE

Acceptance of the terms of this Task Order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement. Task Order 2 consists of this document and any supplemental pages attached and referenced hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be duly executed on the day and year first above written.

H2O Partners, Inc.

City of Weslaco

BY:

BY:

NAME:

Eric Howard

NAME:

David Suarez

TITLE:

Vice President

TITLE:

Mayor

DATE:

DATE:



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3017	
From:			
Subject: Discussion and consideration on interview and selection from the Request for Qualifications 2019-20-04 for Architectural/Engineering Design Services for the Mid-Valley Airport Hanger Expansion and Infrastructure Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)			
Background: The Purchasing Department has notified all five vendors. Each vendor will have no more than 10 minutes for the presentation with a 5 minute Q & A.			
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):			
Aida Vega		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends awarding to the highest ranked firm.			
Attachments, if any: Interview Matrix			
Responsibilities upon Approval:			

City of Weslaco - Airport Hanagr Expansion & Infrastructure Development
RFQ NO.: 20109-20-04

Criteria and Weight	Alvarado	ArkIIForm	Boultinghouse	EGV	ERO
A. Demonstrate Team's competence, qualifications, and ability (maximum of 20 points). #					
B. Demonstrate Team's understanding of the team approach to address the needs of the City of Weslaco while maintaining the vision, function, scheduling, and budget (maximum of 20 points). #					
C. Appropriateness of answers given during the Question and Answer portion of the interview (maximum 30 points). #					
D. Demonstrate competence to manage aviation construction process with minimal service disruption. (maximum 15 points). #					
E. Demonstrate Quality Assurance/ Quality Control methodology (maximum 15 points). #					
Total Points	0	0	0	0	0

Gignac	Martinez	Megamorphosis	Negrete & Kolar	Milnet	TWG
0	0	0	0	0	0



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3026	
From:			
Subject: Discussion and consideration on agreement from Brannan Paving Company, LTD, to allow stockpile rock on city property located at 301 S. Bridge and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Olga Garza Pete Garcia Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: site location map (old city shop), Certificate of Liability Insurance, Stockpile Agreement-Ref 6-2 (2)			
Responsibilities upon Approval:			





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2020

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 IBTX Risk Services 10101 Reunion Place Suite 100 San Antonio TX 78249		CONTACT NAME: Rosa Maughan PHONE (A/C, No, Ext): 800-880-6689 E-MAIL ADDRESS: service@ib-tx.com FAX (A/C, No):	
INSURED Brannan Paving Co. LTD P O Box 3403 Victoria TX 77903		INSURER(S) AFFORDING COVERAGE INSURER A : Allied World National Assurance Company INSURER B : Great American Insurance Company INSURER C : Texas Mutual Insurance Company INSURER D : INSURER E : INSURER F :	
		NAIC # 10690 16691 22945	

COVERAGES

CERTIFICATE NUMBER: 297150242

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			03120385	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			60000710	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			TUU 4212457 04	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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	0001312931	10/1/2019	10/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Gen Liab and Auto policies include a Blanket Automatic Additional Insured Endorsement (GL0003000 02/15, BPMANUA) that provides this feature only when there is a written contract between the Named Insured and the Certificate Holder that requires such status. The Gen Liab, Auto, and Work Comp policies include a Blanket Automatic Waiver of Subrogation Endorsement (CG24040509, CA04441013, WC420304B) that provides this feature only when there is a written contract between the Named Insured and the Certificate Holder that requires such status. Primary Non-Contributory wording per Endorsement (CG20010413, CA04491116). General Liability includes Contractual Liab - Railroads etc per Endorsement (CG 24171001) if required by written contract. Cancellation see attached. Private Property Stockpile Agreement

CERTIFICATE HOLDER

CANCELLATION

City of Weslaco 1912 Joe Stephens Ave Weslaco TX 78596	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – WHERE REQUIRED UNDER
CONTRACT OR AGREEMENT
(PRIMARY AND NON-CONTRIBUTORY WHERE
REQUIRED UNDER CONTRACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy. However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization where required of you by written contract or written agreement.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket Basis - where required by written contract that is executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL NOTICE OF CANCELLATION (AMENDMENT OF CANCELLATION CONDITION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section IV – Commercial General Liability Conditions is amended to include the following additional condition:

In the event that we cancel this policy for any reason, other than for the nonpayment of premium, we will provide advance written notice of such cancellation to the entity(ies) or individual(s) shown in the Schedule below in accordance with the number of days stated.

SCHEDULE		
Entity or Individual	Address	Number of Days Advance Written Notice of Cancellation (Other Than Nonpayment of Premium)
Per Certificate holder list		<number of days should NOT exceed the applicable general cancellation provision>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT - BLANKET

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE, Paragraph **A. Coverage**, Subparagraph **1. Who Is An Insured** is amended to include the following additional provision:

The person(s) or organization(s) shown in the Schedule below is an additional “insured”, but solely to the extent that you become obligated to include such person(s) or organization(s) as an additional “insured” under this policy as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, and solely with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said written contract or written agreement.

Schedule:

Person(s) or Organization(s):

Blanket Basis - where required by written contract that is executed prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: BRANNAN PAVING CO., LTD

Endorsement Effective Date: 10/01/2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Blanket Basis - where required by written contract that is executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVICE OF CANCELLATION TO OTHERS (E-MAIL)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions is amended to include the following additional condition:

Advice Of Cancellation To Others

In the event that we cancel this policy for any reason, other than nonpayment of premium, and the effective date of cancellation is prior to the expiration date, we will endeavor to provide advice of such cancellation to a certificate holder, provided that all of the following are met:

- a.** The first Named Insured is under an existing contractual obligation to notify such certificate holder when this policy is canceled;
- b.** The effective date of cancellation is prior to the expiration date; and
- c.** The first Named Insured notifies us, after receiving written notice of cancellation but prior to the effective date of cancellation, requesting that we provide advice of cancellation to such certificate holder. The request must include the name and e-mail address of such certificate holder.

We will send the advice of cancellation through e-mail to the certificate holder within thirty (30) days after the receipt of the request from the first Named Insured. We will send an e-mail only when a valid e-mail address is provided. The e-mail we send is intended as a courtesy. Our failure to provide such e-mail will not extend the policy cancellation date nor negate the cancellation of the policy.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 10/1/19 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001312931 of Texas Mutual Insurance Company effective on 10/1/19

Issued to: BRANNAN PAVING CO LTD

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

9/25/19

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 10/1/19 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001312931 of Texas Mutual Insurance Company effective on 10/1/19

Issued to: BRANNAN PAVING CO LTD

This is not a bill

NCCI Carrier Code: 29939



Authorized representative

9/25/19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad: Any and all railroads.	Designated Job Site: Any and all.
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.



BRANNAN PAVING CO., LTD.

VICTORIA, TEXAS 77903



P. O. Box 3403
111 Elk Drive

(361) 573-3130
FAX 573-6211

STOCKPILE AGREEMENT

Date: 1/21/2020

Project: Hidalgo Co STP 2020(077)

District: Pharr

Ref# 6 Stockpile# 2 County Hidalgo Road BUS 83

I, City of Weslaco, give my permission for BRANNAN PAVING CO., LTD to stockpile rock on my land located at 301 S. Bridge Ave., Weslaco, TX 78596 (South East corner of Business 83 and Bridge Ave.) for the upcoming seal coat season from March 2020 to April 2020.

Additional Comments:

Brannan Paving Co., Ltd will clean stockpile once road improvement is complete.

Agent for Brannan Paving Co., Ltd
P.O. Box 3403
Victoria, Texas 77903
Office 361-573-3130

Signature
David Suarez, City of Weslaco Mayor
Name Printed

Address

City, State, Zip

956-463-5455, Pete Garcia
Phone Number



Standardized Agenda Request Form

Date of Meeting: January 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-1	
From: Pete Garcia			
Subject: Discussion and consideration to contract Southern Trenchless Solutions, LLC., BuyBoard vendor contract no. 555-18, for pipe bursting repairs of a sewer line located on Pike Boulevard from Dolores Huerta to Utah Avenue, in the amount of \$79,480.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Lucy Espinoza Pete Garcia Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval for the above mentioned.			
Attachments, if any: Southern Trenchless			
Responsibilities upon Approval:			



P O Box 8084; Weslaco, TX 78599
 1200 W Exp 83, La Feria, TX 78559
 Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southern-trenchless.com

Quote Issued: 12/13/2019

Quote: 9325

Invoice Issued: _____

Invoice: _____

Purchase Order # _____

Buyboard

Project: City of Weslaco RNC Replacement Project - *Pike Blvd @ Dolores Huerta + Utan Ave.*

Buyboard Proposal Code No: 555-18

Line No.	Item No.	Description	QTY	UNIT	Unit Price	Total
1	1	Mobilization	1	LS	\$ 5,500.00	\$ 5,500.00
2	36	Burst Existing 8" IPS SDR 19 (0'-8')	600	LF	\$ 59.00	\$ 35,400.00
3	75	8" Clean and TV sanitary sewer	600	LF	\$ 5.50	\$ 3,300.00
4	104	8" Post TV Inspection After Rehabilitation	600	LF	\$ 2.20	\$ 1,320.00
5	117	8"-12" Point Repairs (0'-8' Deep)	2	EA	\$ 2,500.00	\$ 5,000.00
6	126	External Reconnects	10	EA	\$ 1,375.00	\$ 13,750.00
7	159	Repair/Rehab 6" Concrete Driveway (PER SF)	1	SF	\$ 10.00	\$ 10.00
8	163	Repair/Rehab Chain Link Fence	125	LF	\$ 22.00	\$ 2,750.00
9	165	Traffic Control	10	DAY	\$ 500.00	\$ 5,000.00
10	358	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)	2	EA	\$ 1,650.00	\$ 3,300.00
11	366	Manhole Bench Rebuild	2	EA	\$ 825.00	\$ 1,650.00
12	999	Restoration of Landscaping	1	LS	\$ 2,500.00	\$ 2,500.00
						\$ -
99	999	Bond	\$ 1.00	LS	\$ 2,384.40	\$ 2,384.40
					Total	\$ 79,480.00

Exclusion:

- 1 Does Not Included Bypass or Point Repairs
- 2 Water to be provided by the City of Weslaco at no charge to Southern Trenchless, LLC.
- 3 Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions:

** Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____

Print Name: _____

Title: _____

*** Please Make Checks Payable To:

Southern Trenchless Solutions, LLC.
 P.O. Box 8084
 Weslaco, Texas 78599



We Appreciate Your Business!!!