



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, SEPTEMBER 15, 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, September 15, 2020 at 5:30 PM for the purpose of discussing the following items:

This meeting will be closed to in person attendance by the public. A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code. The meeting will be recorded and uploaded to the City website following the conclusion of the meeting.

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877-853-5247; Meeting ID: 977 9092 9646.

Members of the public who wish to participate in Public Comment on an agenda item must send their name, address and phone number via email to nacantu@weslacotx.gov by 12:00 pm on September 15, 2020. A staff member will contact you with instructions via phone call to address your public comment.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral Recognition.
 - Proclamation proclaiming "Small Business Week"
- 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 Juan Gonzalez to approve Conditional Use Permit to operate an indoor shooting range at 2949 N. Texas Blvd., also being Lot C-1, Amended Apostolic Assembly Church Subdivision, Hidalgo County, Texas.
- B. To solicit input on behalf of Ezequiel Reyna rezone 3702 S. Westgate. Also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.
- C. To solicit input on behalf of Cynthia Villa to approve Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 501 W. Pike Blvd., also being Block 1, Lot 1-4, Hughes Subdivision, Hidalgo County, Texas.

IV. CONSENT AGENDA

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

- A. Approval of the Minutes of the Regular Meeting on September 1, 2020 (Staffed by City Secretary Department.) Attachment.
- B. Authorization to purchase PowerPhone Software in an amount not to exceed \$75,509.00 and authorize the Mayor to execute any related documents. (Staffed by Police Department). Attachment
- C. Authorization to use the Court Technology Fund to pay the annual maintenance fee of the Court Case Management Maintenance, Police (non-Incode Interface to Court) and AcuCorp Run Time not to exceed \$11,734.60 and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.) Attachment
- D. Authorization on approval of the Texas State Library & Archives Commission CARES Cycle 1 Grant contract, a sub-recipient award from the Institute of Museum and Library Services not to exceed \$24,937.00 and authorize the Mayor to execute any related documents. (Staffed by Library Department.) Attachment
- E. Approval on First Amendment of the Interlocal Agreement between City of Weslaco and County of Hidalgo on COVID-19 CARES Act and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment

- F. Approval to ratify Jeff Everitt & Associates as Agent Record for Group Health Insurance and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.) Attachment

V. OLD BUSINESS

- A. Discussion and consideration to increase purchase order #20-0829 for Resident Project Representative Services for SWG on the Pleasantview & 11th St Drainage Improvements from \$392,500.00 to \$434,500.00 and authorize the Mayor to execute any related documents. Possible action. (There was no action on September 1, 2020; staffed by Engineering Department.) Attachment
- B. Discussion and consideration to approve Ordinance 2020-27, adopting the City of Weslaco's budget appropriation for Fiscal Year 2020-2021 commencing October 1, 2020 and ending on September 30, 2021 and authorize the Mayor to execute any related documents. Possible action. (First reading held September 1, 2020; staffed by Finance Department.) Attachment
- C. Discussion and consideration to approve Ordinance 2020-28, adopting and levying ad valorem tax rate for Fiscal Year 2020-2021 and authorize the Mayor to execute any related documents. Possible action. (First reading held September 1, 2020; staffed by Finance Department.) Attachment

VI. NEW BUSINESS

- A. Discussion and consideration to approve the Economic Development Corporation of Weslaco annual budget and work plan for fiscal year 2020-2021 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco EDC.) Attachment
- B. Discussion and consideration on approval for a 16 month Contract extension with Republic Services for Residential, Commercial and Industrial Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- C. Discussion and consideration on first and final reading to approve Ordinance 2020-30 authorizing the issuance of "City of Weslaco, Texas Limited Tax Refunding Bonds, Taxable Series 2020"; a paying agent/registrar agreement, and an escrow agreement providing for the sale of such bonds; delegating authority to city representatives to select obligations to be refunded and approve final terms of the bonds; and approving all other matters related thereto and authorize the Mayor to execute any related documents. First and final reading on Ordinance 2020-30. Possible action. (Staffed by City Manager) Attachment

- D. Discussion and consideration adopting policy to disconnect utility customers for nonpayment and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- E. Discussion and consideration for the Final Plat for Milanos Estates Phase I Subdivision– being a 26.43 acres being out of and forming a portion of Farm Tract 720 and 721, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast corner of Mile 5 ½ West and Mile 6 ½ Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- F. Discussion and consideration for the Final Plat for Airport Heights being 27.080 acre Tract of land of Farm Tract 21 & 22, Block 135, West and Adams Tract Subdivision, Hidalgo County, Texas located approximately on the North corner of Airport and Business 83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- G. Discussion and consideration for a six-month extension of the Final Plat for Tejas Cuatro Phase II Subdivision – being a 21.21 acre tract of land out of Farm Tract 172, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 2000 ft North of the intersection of W. Sugar Cane Dr. along Mile 5 ½ West and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- H. Discussion and consideration for a six-month extension of the Final Plat for San Jacinto Estates No 10. Phase I 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 & Code Enforcement Department.) Attachment
- I. Discussion and consideration after public hearing on behalf of Juan Gonzalez to approve a Conditional Use Permit to operate an indoor shooting range at 2949 N. Texas Blvd., also being Lot C-1, Amended Apostolic Assembly Church Subdivision, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- J. Discussion and consideration after public hearing on behalf of Ezequiel Reyna to approve Ordinance 2020-31 a rezone request for 3702 S. Westgate also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. First reading on Ordinance 2020-31. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment

- K. Discussion and consideration after public hearing on behalf of Cynthia Villa to approve a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 501 W. Pike Blvd., also being Block 1, Lot 1-4, Hughes Subdivision, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- L. Discussion and consideration of Amendment #1 and Final - Siemens Industry , Inc. Building Technologies Division Performance Contracting Agreement for Facility Improvement Measures on City facilities executed November 21, 2017 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment
- M. Discussion and consideration to accept Siemens Industry Inc. Building Technologies Division - Annual Performance Assurance Report and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department/Siemens Industry.) Attachment
- N. Discussion and consideration on approval on the size of the Police and Fire Public Safety Building and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager) Attachment

VII. REPORTS

- A. Report by Public Works.
- B. Report by Parks & Recreation.
- C. Report by Fire Department.
- D. Report by Police Department.

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. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by section §551.071 of the Texas Government Code.
- C. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of property from the Lions Club located at 307 W. 3rd Street legally described as E28'-W108'-Lots 11, 12 and E32' out of Lots 11-12, Block 23, Weslaco Original Townsite as authorized by section §551.072 of the Texas Government Code.
- D. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related to Project Z & L as authorized by section §551.087 of the Texas 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 11th day of September 2020 on or before 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/ Norma A. Cantu, City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3383	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Norma Cantu		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Commissioner J.P. Rodriguez will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission 2019 updated			
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

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

**The pledge was amended by House Bill 1034 during the 80th Legislature with the addition of "one state under God." The revised wording became effective on June 15, 2007.*

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3598
From: Rebekah De La Fuente		
Subject: To solicit input on behalf of Juan Gonzalez to approve Conditional Use Permit to operate an indoor shooting range at 2949 N. Texas Blvd., also being Lot C-1, Amended Apostolic Assembly Church Subdivision, Hidalgo County, Texas.		
Background: The applicant is requesting to obtain a Conditional Use Permit to operate an indoor shooting range. Seventeen (17) property owners within 200 feet of the applicant's property were notified by letter on August 21, 2020		
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 August 17, 2020		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended denial of the conditional use permit at the Regular meeting of September 2, 2020.		
Rebekah De La Fuente Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Solicit public comments.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any:		
Responsibilities upon Approval: Staff will advise applicant		



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3598	
From: Rebekah De La Fuente			
Subject: To solicit input on behalf of Ezequiel Reyna rezone 3702 S. Westgate. Also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to R-2 Duplex and apartment district.. Forty (40) property owners within 200 feet of the applicant's property were notified by letter on August 21, 2020.			
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 appeared in The Monitor on August 17, 2020.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the rezone request at the Regular meeting of September 2, 2020.			
Rebekah De La Fuente		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		Final Approval	
City Manager Comments: Solicit public comments.			
Staff Recommendation: Staff recommends denial based on 2040 land use map.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise applicant			



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3598	
From: Rebekah De La Fuente			
Subject: To solicit input on behalf of Cynthia Villa to approve Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 501 W. Pike Blvd., also being Block 1, Lot 1-4, Hughes Subdivision, Hidalgo County, Texas.			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit. Twenty-seven (27) property owners within 200 feet of the applicant's property were notified by letter on August 21, 2020			
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. Notice appeared in The Monitor on August 17, 2020			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the conditional use permit at the Regular meeting of September 2, 2020.			
Rebekah De La Fuente Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Solicit public comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise applicant			



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3388	
From:			
Subject: Approval of the Minutes of the Regular Meeting on September 1, 2020 (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action of the Regular Meeting on September 1, 2020.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Norma Cantu		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: 20-09-01 minutes			
Responsibilities upon Approval:			



**MINUTES OF A REGULAR MEETING OF
THE WESLACO CITY COMMISSION
SEPTEMBER 1, 2020**

On Tuesday, September 1, 2020, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting via videoconference with the following member's present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	Letty Lopez
	Commissioner	Greg Kerr
	Commissioner	Josh Pedraza
	Commissioner	Leo Muñoz
	Commissioner	Adrian Farias
	Commissioner	J.P. Rodriguez

ABSENT: None

STAFF PRESENT:	City Manager	Mike R. Perez
	Asst. City Manager/Aviation Director	Andrew Munoz
	City Secretary	Norma A. Cantu
	City Attorney	Juan E. Gonzalez

Also present: Vidal Roman, Finance Director, Martin Vela, Information Technology Director; Rebekah De La Fuente, Planning Director; Joe Pedraza, Asst. Planning & Code Enforcement Director, Joel Rivera, Police Chief, Antonio Lopez, Fire Chief, Albert Aldana, City Engineer, Pete Garcia, Public Works Director, Olga Garza, Asst. Public Works Director, Omar Rodriguez, Parks & Recreation Director and Aida Vega, Deputy City Secretary.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, August 28, 2020.

B. Invocation.

Mayor Pro Tem Lopez led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None

E. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting perfect attendance and a quorum present.

II. PUBLIC COMMENTS

Barbara Jean Garza, President of Weslaco Area Chamber, reported on upcoming events; Teachers Back to School Fair, promoting campaign “Love Weslaco” that will support local businesses Sept 1-27, 2020 by encouraging community spending and be eligible for prizes by submitting a receipt; continuing to support small business in looking for grants available.

III. PUBLIC HEARING

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez moved to open the public hearing at 5:40 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. Public Hearing to solicit input from the public regarding the City of Weslaco proposed ad valorem property tax rate of .6967 per \$100 valuation, pursuant to Texas Tax Code Section 26.05(d).

None.

B. Public Hearing to solicit input from the public regarding the City of Weslaco's Proposed Budget for Fiscal Year 2020-2021 for the period of October 1, 2020 to September 30, 2021, pursuant to Local Government Code 102.006.

None.

Mayor Pro Tem Lopez, seconded by Commissioner Muñoz moved to close the public hearing at 5:42 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

IV. CONSENT AGENDA

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

- A. Approval of the Minutes of the Regular Meeting on:
 - 1.) Minutes of the Regular Meeting on August 18, 2020;
 - 2.) Minutes of the Special Meeting on August 20, 2020 (Staffed by City Secretary Department.)
- B. Approval on second and final reading of the following:

1) Approve Ordinance 2020-24 authorizing and allowing under the act governing the TMRS system "Updated Service Credit" and establishing an effective date for such actions and authorize the Mayor to execute any related documents. (First reading held August 18, 2020; staffed by Finance Department.)

2) Approve Ordinance 2020-25 for a budget amendment to purchase a 2020 Ford Explorer Police Unit for an amount not to exceed \$42,770.52 to replace a 2018 Ford Explorer Police Unit deemed a total loss by insurance carrier and authorize the Mayor to execute any related documents. (First reading held August 18, 2020; staffed by Police Department.)

C. Approval on annual renewal of Inter-local Agreement with Hidalgo County to provide and receive pickup and disposal service of commercial waste for the Sheriffs East Substation, also known as the Benito Bravo Substation, and authorize the Mayor to execute any related documents. (Staffed by Public Works Department)

D. Approval on renewal of agreement with the Drug Enforcement Administration of State and Local HIDTA Task Force cooperation for Fiscal Year 2020 -2021 and authorize Police Chief Joel Rivera to execute any related documents. (Staffed by Police Department.)

E. Approval on renewal of Interlocal Agreement(s) with the following entities for Animal Care Services:

1. City of Alamo
2. City of Edcouch
3. City of La Villa
4. City of Elsa
5. City of Pharr
6. City of Donna
7. City of Mercedes
8. City of San Juan
9. City of Penitas
10. Willacy County

and authorize the Mayor to execute any related documents. (Staffed by Planning and Code Enforcement Department.)

Commissioner Muñoz seconded by Mayor Pro Tem Lopez moved to approve consent agenda A, B, C, D, & E as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Following for the record are the ordinances.

ORDINANCE 2020-24

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO PRESENTLY ARE MEMBERS OF THE CITY OF WESLACO; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR SUCH ACTIONS.

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

Section 1. Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.403 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS ACT"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date has at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of said title) in an amount that is **50%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of said title). The Updated Service Credit hereby allowed shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(b) On the terms and conditions set out in Section 853.601 of said title, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, and who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said 853.601.

(c) In accordance with the provisions of subsection (d) of Section 853.401 of said title, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the date aforesaid on the full amount of such person's earnings as an employee of the City.

Section 2. Increase in Retirement Annuities.

- (a) On terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of this City under current service annuities and prior service annuities arising from service by such employees to this City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.
- (b) The amount of annuity increase under this Section is computed as the sum of the prior and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **30%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this ordinance.
- (c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.
- (d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereby.
- (e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of this City and of its account in the Benefit Accumulation Fund of the System.

Effective Date: Subject to approval by the Board of Trustees of Texas Municipal Retirement System, the updated service credits and increases in retirement annuities granted hereby shall be and become effective on the **1st day of January 2021**.

Passed and approved this the 18TH day of August 2020.

Passed and approved on second and final reading this the 1st day of September 2020.

ORDINANCE 2020-25

AN ORDINANCE AMENDING ORDINANCE NUMBER 2019-39, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, FINDING NEED TO AMEND THE 2019-2020 MUNICIPAL BUDGET; TO WIT IN THE GENERAL FUND \$3,071 (NET); PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2019-2020 budget; and

WHEREAS, unusual and unforeseen conditions have arisen during the fiscal year which have, or will require, the expenditure of additional funds constituting an emergency expenditure; and

WHEREAS, Section 102.009 of the Texas Local Government Code authorizes the City to amend its budget in such a manner as to provide for emergency expenditures as an amendment to the original budget in a case of grave public necessity to meet an unusual and unforeseen condition; and

WHEREAS, the City Commission finds the amendments in the line items identified in the attached Exhibit are reasonable, necessary, and for municipal purposes.

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

SECTION 1. FINDINGS. The City Commission finds the statements made in the preamble above are true.

SECTION 2. BUDGET LINE ITEMS. The City Commission approves the budget amendments in the attached Exhibit as such change is necessary to meet an unusual and unforeseen condition as the result of an emergency.

The City Commission further finds the amended budget line items identified in such Exhibit will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2019-2020 Official Budget, adopted by Ordinance 2019-39, is hereby reallocated, revised, amended and approved in the amount as set forth in the budget amendment form attached.

SECTION 5. AUTHORIZATION. The City Manager is authorized to undertake action to execute such transfers in accordance with state law, and file, or cause to be filed, a true and correct copy of this Ordinance, with the attached budget amendment, with the City Secretary.

SECTION 6. SEVERABILITY CLAUSE. It is the intent of the City Commission that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon final reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of August 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of September 2020.

CITY OF WESLACO
/s/David Suarez, MAYOR

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

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



**CITY OF WESLACO
BUDGET AMENDMENT
FISCAL YEAR 2020**

FUND: GENERAL FUND
DEPARTMENT: POLICE 5202
DATE: August 13, 2020

BUDGET AMENDMENT # _____

FUND	G/L ACCT #	DESCRIPTIONS	CURRENT BUDGET	INCREASE DB	DECREASE CR	REVISED BUDGET
101	- 4000 473810	INSURANCE CLAIM PYMT	\$ 40,000	\$ -	\$ 39,700	\$ 79,700
101	- 5202 554240	VEHICLES	\$ 72,640	\$ 42,771	\$ -	\$ 115,411
						\$ -
101	3005 5500	FUND BALANCE (DNP)	\$ 6,723,227		\$ 3,071	\$ 6,720,156
						\$ -
						\$ -
			\$ 6,835,867	\$ 42,771	\$ 42,771	\$ 6,915,267

(Round up all amounts to the nearest dollar)

Justification:

SEE ATTACHMENT

City of Weslaco

Department Head Approval

Date

Finance Director

Date

City Manager

Date

V. OLD BUSINESS

A. Discussion and consideration to award to the best qualified, most advantageous respondent for bid RFB No. 2019-20-22 Pleasantview and 11th St Drainage improvements Project #6 and authorize the Mayor to execute any related documents. (This item was tabled August 18, 2020; staffed by Engineering Department.)

Commissioner Muñoz seconded by Commissioner Pedraza moved to remove the item from the table. The motion carried unanimously; Mayor Suarez was present and voting.

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

Mike Perez, City Manager, stated staff tabulated and ranked the bids. The recommendation was to award Rigney Construction, LLC as the most advantageous respondent with a base bid of \$2,747,50.00 with an alternate bid of \$104,056.00 for a total project bid of \$2,747, 506.00.

Commissioner Muñoz voiced concern on the recommendations and bid difference. The City Manager stated the recommendation to award Rigney Construction over the recommendation of consultant Engineer SWG to award Saenz (highest ranked and bidder) was merited on the lowest responsive bid. Albert Aldana, City Engineer, all bid item quantities verified and stated pricing of material difference to respondents contributed to their bid; contract has clause for liquated damages and contract completion is 120 days.

Juan E. Gonzalez, City Attorney, recommended consultation in executive session for legal interpretation awarding based on highest ranked and lowest bid. There was no objection. Mayor Suarez proceeded with the agenda.

B. Discussion and consideration on request for reimbursement from Gilbert Garza for repairs to sanitary sewer line and authorize the Mayor to execute any related documents. Possible action. (This item was tabled August 18, 2020; staffed by City Manager.)

Commissioner Muñoz seconded by Mayor Pro Tem Lopez moved to remove the item from the table. The motion carried unanimously; Mayor Suarez was present and voting.

The City Attorney stated as directed by the commission, he researched if the City would be obligated for reimbursement of any monies to a developer for improvements to a private development and stated there was no obligation under any local code and/or water code that would implore any reimbursement of monies. The City Attorney recommended consultation in executive session to confer on legal and liability questions; any action to be done in open session.

In response to Commissioner Muñoz, the landlord paid for the utility services. Gilbert Garza requested favorable consideration of reimbursement.

There was no objection for consultation with legal in executive session; Mayor Suarez proceeded with the agenda.

No action upon recess from executive session.

VI. NEW BUSINESS

A. Discussion and consideration to approve Ordinance 2020-27, adopting the City of Weslaco's budget appropriation for Fiscal Year 2020-2021 commencing October 1, 2020 and ending on September 30, 2021 and authorize the Mayor to execute any related documents. ROLL CALL VOTE REQUIRED. First reading on Ordinance 2020-27. Possible action. (Staffed by Finance Department.)

Vidal Roman, recommended approval of the ordinance adopting and appropriating funds for next fiscal year; public hearings were advertised; no comments received. Staff recommended approval of the budget as presented for Fiscal Year 2020-2021 comprised of the following funds; General Economic Incentives, Hotel/Motel Tax, Debt Service, Capital Improvement, Fire Equipment Replacement, Drainage, Water & Wastewater, Solid Waste, and Airport funds; stated 118 working capital days and budget on city website.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez, moved to approve Ordinance 2020-27 adopting City of Weslaco's budget appropriation for Fiscal Year 2020-2021 as presented. By roll call vote, the motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve Ordinance 2020-28, adopting and levying ad valorem tax rate for Fiscal Year 2020-2021 and authorize the Mayor to execute any related

documents. First Reading of Ordinance 2020-28. ROLL CALL VOTER REQUIRED. Possible action. (Staffed by Finance Department.).

Vidal Roman stated the proposed tax rate of \$.6967 was discussed and public hearing held; two components of the tax rate, maintenance and operations \$.5109 per \$100 valuation and debt service rate of \$.0.1858 to be approved separately. The ordinance as prepared is in accordance with Tax Code as per Senate Bill 2. Staff recommended approval adopting a tax rate of \$.6967 on each \$100 valuation by roll call vote.

In response to Mayor Suarez, the tax rate is the same as last year.

Mayor Suarez entertained a motion for tax levied for maintenance and operation rate of \$.5109 on each \$100 valuation of property.

Commissioner Muñoz seconded by Commissioner Kerr moved to approve. By roll call vote, the motion carried unanimously; Mayor Suarez was present and voting

Mayor Suarez entertained a motion for tax levied for debt service rate of \$.0.1858 on each \$100 valuation of property.

Commissioner Muñoz seconded by Commissioner Kerr so moved to approve. By roll call vote, the motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez entertained a motion on Ordinance 2020-28 adoption of a tax rate of \$.6967 per \$100 by said adoption of a tax rate effectively is a 1.9% increase in the tax rate.

Commissioner Muñoz, seconded by Commissioner Kerr, moved to approve Ordinance 2020-28 adopting and levying the ad valorem tax rate for the 2020-2021 fiscal year as \$.6967 per \$100.00 as presented. By roll call vote, the motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration for approval of a plan of Finance and authorize preparation of Refunding Bonds Series 2013 and 2014 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.).

Commissioner Farias abstained from vote and discussion.

Mike R. Perez, City Manager, stated staff wished to propose refunding of bonds for 2013 and 2014 and called on Ms. Anne Entrekin, Hilltop Securities.

Ms. Entrekin went over the market update for municipal bonds stating at its lowest rates since 2016; current rate at time of preparation is 2.02%; went over the municipal market data yield and the City's rating of AA is strong; summarized callable principal bonds for 2013 is \$4,675,000 and 2014 callable principal is \$8,770,000; refunding of bonds structured separately to optimize best value for city; overviewed the projected debt service gross savings for 2013 bonds \$400,157 and for 2014 bonds \$1,417,632 noted both would have a negative arbitrage but the percent to present value savings quantifies further assessment in refunding said bonds.

In response to Commissioner Muñoz, Ann stated negative arbitrage reflects an inefficiency when interest rates are lower to the investor, as a result of the market rates, when refunding bonds before the callable maturity date is done; every dollar of a negative arbitrage could convert to a savings if interest rates would remain as low as they are now and stated there evaluation of the market rates now would offset the negative arbitrage as it would be a significant savings to the City should they pursue refunding of these bond series.

The City Manager recommend authorizing preparation of documents to consider refunding of bonds for 2013 and 2014 series for the next regular meeting.

Commissioner Muñoz seconded by Mayor Pro Tem Lopez moved to approve a plan of Finance and authorize preparation of Refunding Bonds Series 2013 and 2014 as presented. The motion carried with Commissioner Farias abstaining; Mayor Suarez was present and voting.

D. Discussion and consideration on amendments and extension of September 7, 2020 to October 7, 2020 Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Mike R. Perez recommended approval on extension of 30 days to the Disaster Declaration (COVID-19) to October 7, 2020.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez, moved to approve amendments and extension of the Disaster Declaration (COVID-19) to October 7, 2020 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration on CARES Act Inter-local Agreement with Hidalgo County to allow placing of devices on City premises that will facilitate the City of Weslaco to participate in the Public Internet Access Wi-Fi Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Mike R. Perez stated that Precinct 1 will be placing wi-fi to lower income communities and would like to place a wi-fi tower at the North Side Fire Station. Staff recommended approval.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve CARES Act Inter-local Agreement with Hidalgo County on placing of devices on City premises as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to authorize staff to mail out certificated notices to private subdivisions within Weslaco City Limits regarding the maintenance of the drainage system within the development and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement.)

Mike R. Perez stated when a declaration of emergency is ordered, city crews may enter into a private development for clean-up efforts as result of flooding; propose the Planning Department send out certified notices to all private subdivisions HOA President requesting an easement and relinquish to the city the drainage lines and inlets in the subdivision this will allow ongoing maintenance as necessary; will take time to formalize and will ask for an executive order and/or

resolution from the HOA giving the City authority to enter the developments until the easement and relinquishment of their drainage system. Staff recommended approval.

In response to Mayor Suarez, the City Manager stated will ask for an executive order and/or resolution from the HOA giving authority to the City to enter the developments until the easement and relinquishment of the drainage system is formally done, metes and bounds and recordation of documents and will provide a sample of a resolution to assist in the transition.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to authorize staff to mail out certificated notices to private subdivisions as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration on the purchase of twenty-two network switches to replace end-of-life network equipment for an amount of \$119,839.18 approved for FY 2019-2020 Capital Outlay expenditures through IK Network Solutions with TEXAS DIR contract # DIR-TSO-2668 and authorize the Mayor to execute any related documents. Possible action. (Staffed by I.T. Department.)

Mike R. Perez stated this is a budgeted item through Capital Outlay to replace end of life network equipment for an amount of \$119,839.18. Staff recommended approval.

Commissioner Muñoz seconded by Commissioner Kerr moved to approve purchase of twenty-two network switches to replace end-of-life network equipment for an amount of \$119,839.18 for FY 2019-2020 as presented. The motion carried; Commissioner Farias abstaining; Mayor Suarez was present and voting.

H. Discussion and consideration to approve Interlocal Agreement with City of Edinburg for disposal of brush and bulky items at the City of Edinburg Landfill and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Olga Garza, Asst. Public Works Director, stated the interlocal will allow disposal of brush and bulky items with the City of Edinburg at a rate of \$15.50 per ton; the contract with Republic Services has ended; City of Donna will be unable to allow the City to dispose of brush at their landfill at the moment as the capacity to burn may be exceeded. Staff recommended approval.

The City Manager stated he will be in discussions with Donna City Manager and see when they would able to accept our brush and will be taking some to County burn site.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez, moved to approve Interlocal Agreement with City of Edinburg for disposal of brush and bulky items at City of Edinburg Landfill as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to approve Ordinance 2020-29 amending Ordinance 2011-28 adopting rates for brush and bulky items to multifamily structures effective November 1, 2020 and authorize Mayor to execute any related documents. First reading on Ordinance 2020-29. Possible action. (Staffed by Public Works.)

Olga Garza stated the ordinance proposes adopting rates for brush and bulky items for apartment complexes at a fee per apartment unit of \$5.25; apartments may have individual and/or master meter; estimated revenues could be \$63,000 based on 1,000 apartment units. Staff recommended approval.

Commissioner Muñoz voiced this could progress the issue of individuals dumping in any apartment complex and did not agree on this course of action; suggesting the City look at a facility that would be opened to the public and charge a fee for this. Mayor Pro Tem Lopez also felt this could worsen illegal dumping.

In response to Commissioner Muñoz and Mayor Pro Tem Lopez; Olga Garza stated bulky items are included in the brush fee and other Cities do charge apartments for this service.

City Manager stated complaints are significant on brush collection and the illegal dumping of bulky items; recommended to move the item for a workshop in October and allow staff to evaluate further.

No action.

J. Discussion and consideration to increase purchase order #20-0829 for Resident Project Representative Services for SWG on the Pleasantview & 11th St Drainage Improvements from \$392,500.00 to \$434,500.00 and authorize the Mayor to executive any related documents. Possible action. (Staffed by Engineering Department.)

Commissioner Muñoz seconded by Mayor Pro Tem Lopez moved to discuss.

Albert Aldana, City Engineer, stated commission action approved agreement between City and SWG Engineering for said project for basic services amount of \$392,500 and fee for resident project representative for \$42,000 was outlined in the agreement but that amount was not in the purchase order that would have a project cost of \$434,500.00 Staff recommended approval.

In response to Commissioner Muñoz; the City Engineer stated the basic fee of \$392,500 did not include the \$42,000 for the resident representative that would be on the job-site 8 hours a day for the duration of the project and may not necessarily need to be on-site full time.

In response to Mayor Suarez, the City Engineer stated the resident representative would be hired to oversee the project activity, would not do inspections and report any issues that arise.

The City Manager recommended to take no action and allow staff to meet with SWG and discuss further the scope of work of the Resident Representative and have SWG be present at the next meeting.

No action.

Mayor Suarez recommended reports be presented at the next meeting.

Commissioner Muñoz seconded by Commissioner Pedraza moved reports be on the next meeting. The motion carried unanimously; Mayor Suarez was present and voting.

VII. REPORTS

- A. Report by Public Works.
- B. Report by Parks & Recreation.
- C. Report by Fire Department.
- D. Report by Police Department.

VIII. EXECUTIVE SESSION

At 7:02 p.m. Commissioner Farias seconded by Commissioner Muñoz, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:11p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

V. OLD BUSINESS

- A. Discussion and consideration to award to the best qualified, most advantageous respondent for bid RFB No. 2019-20-22 Pleasantview and 11th St Drainage improvements Project #6 and authorize the Mayor to execute any related documents. (This item was tabled August 18, 2020; staffed by Engineering Department.)

The City Manager recommended to award Rigney Construction LLC as the most advantageous respondent for bid RFB No. 2019-20-22 Pleasantview and 11th St Drainage improvements Project #6.

Commissioner Pedraza, seconded by Commissioner Rodriguez moved to award Rigney Construction, LLC bid RFB No. 2019-20-22 Pleasantview and 11th St Drainage improvements Project #6. The motion carried unanimously; Mayor Suarez was present and voting.

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

No action.

- B. Legal Consultation - Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.

No action.

- C. Legal Consultation - Consultation with City Attorney regarding Saltillo v. City of Weslaco as authorized by section §551.071 of the Texas Government Code.

No action.

D. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by section §551.071 of the Texas Government Code.

No action.

E. Real Property - Discussion and consultation with City Attorney regarding Police and Fire Public Safety project development for property located at the corner of Witmer Street and S. Bridge Avenue as authorized by section §551.072 of the Texas Government Code.

No action.

F. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of property from the Lions Club located at 307 W. 3rd Street legally described as E28'-W108'-Lots 11, 12 and E32' out of Lots 11-12, Block 23, Weslaco Original Townsite as authorized by section §551.072 of the Texas Government Code.

No action.

G. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related to Project Z & L as authorized by section §551.087 of the Texas Government Code.

No action

III. ADJOURNMENT

Commissioner Kerr seconded by Commissioner Pedraza moved to adjourn the meeting of September 1, 2020 at 8:13 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Norma A. Cantu, CITY SECRETARY

MAYOR PRO-TEM, Letty Lopez

COMMISSIONER, Leo Muñoz

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Adrian Farias

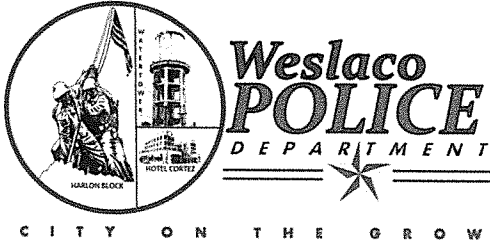
COMMISSIONER, Greg Kerr

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3589
From:		
Subject: Authorization to purchase PowerPhone Software in an amount not to exceed \$75,509.00 and authorize the Mayor to execute 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:		
If item previously considered, provide date and action by Commission: As per Health and Safety Code 771.0751 which authorizes the Regional Planning Commissions to use allocated 911 fees and equalization surcharge for eligible expenditures attributable to designing 911 systems or obtaining and maintaining equipment and personnel to establish and operate a public safety answering point. The Weslaco Police Department will use this fund to purchase Powerphone software. This software provides access to structured protocols and procedure scripts when answering police, fire and ems calls. The software offers a unique approach to protocol design that negates the need for separate scripts for fire, police or medical scenarios and can also be applied to non-emergency calls. It is fully redundant and able to support separate training environments.		
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:		
Attachments, if any: PowerPhone Purchase Documentation		
Responsibilities upon Approval:		



WESLACO POLICE DEPARTMENT

OFFICE OF THE CHIEF OF POLICE

901 N. AIRPORT DRIVE | WESLACO TX 78596

PH.: (956)968-8591 | Fax: (956)969-0762

June 12, 2020

Manuel Cruz
LRGVDC Emergency Communications/9-1-1
1912 Joe Stephens Ave
Weslaco, TX 78596

RE: FY2019 Use of Revenue

Dear Mr. Cruz,

The Weslaco Police Department respectfully requests reimbursement of any unused funds pursuant to Section 771.0751 of the Texas Health and Safety Code. The funding request in the amount of \$66,474.70 is to reimburse for EMD Telecommunicators training software needed to continue enhancing 911 Operations at the Weslaco Police Department PSAP.

Thank you for your consideration and I look forward to your reply. Please feel free to contact my office should you have any questions.

Thank you,

Joel Rivera, Ph.D
Chief of Police



Lower Rio Grande Valley Development Council

Mayor Jim Darling, McAllen..... President
Judge Aurelio "Keter" Guerra, Willacy County 1st Vice President
Mayor Ambrosio "Amos" Hernandez, Pharr 2nd Vice President
Mayor Chris Boswell, Harlingen Secretary
Mayor Trey Mendez, Brownsville..... Treasurer
Mayor David Suarez, Weslaco..... Immediate Past President

BOARD MEMBERS

David A. Garza
Commissioner, Cameron County

David Fuentes
Commissioner, Hidalgo County

Pilar Garza
Commissioner, Alamo

Johnny Garcia
Councilman, Edinburg

Rick Salinas
Commissioner, Lyford

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

George Rivera
Mayor, Palm Valley

Dave Kusch
Mayor, Primera

Edward Gonzales
Commissioner, Raymondville

Benjamin "Ben" Gomez
Mayor, San Benito

Marco "Markie" Villegas
Commissioner, San Juan

Veronica Gonzales
UT Rio Grande Valley

Paul Hernandez
South Texas College

Javier De Leon
Texas State Technical College

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy County Navigation District

Norma G. Garcia
Member-at-Large

Celeste Sanchez
Member-at-Large

Commissioner Jesse Zuniga
Member-at-Large

Christina Patiño Houle
Grassroots Organizations

EXECUTIVE DIR
Manuel "Manny" Cruz

August 12, 2020

Joel Rivera
Chief of Police
City of Weslaco
901 N. Airport Dr.
Weslaco, TX 78596

Dear Chief Rivera,

I am pleased to inform you that the Commission on State Emergency Communications (CSEC) at their July 22, 2020 meeting approved our Regional Planning Strategic Plan Amendment: Request for Use of Revenue.

As per Health and Safety Code § 771.0751, which authorizes the Regional Planning Commissions (RPCs) to use allocated 9-1-1 fees and equalization surcharge for eligible expenditures attributable to (1) designing 9-1-1 systems; or (2) obtaining and maintaining equipment and personnel to establish and operate a public safety answering point.

Enclosed is a check in the amount as approved by the LRGVDC 9-1-1 ECAC. We ask that the check be processed as soon as possible so that we can finalize our funding reconciliation with CSEC and closeout the 2018/2019 biennium.

As always, thank you for what you do to keep our community safe and for your support. If you should have any questions, please do not hesitate to contact staff or me at (956) 682-3481.

Sincerely,


Manuel Cruz
Executive Director



1321 Boston Post Rd
Madison, CT 06443
1.800.537.6937

Quote

Quote Number: 18291
Date: 2020-08-26
Sales Person: Nicole LaSota
Valid Until: 2020-10-30

Bill To	Ship To
Ms. Lydia Olalde Weslaco Police Department 901 North Airport Drive Weslaco, TX 78596 United States	Weslaco Police Department 901 North Airport Drive Weslaco, TX 78596 United States

Total Response Silver Call Handling Solution

Quantity	Part Number:	Product	List Price	Unit Price	Ext. Price
1	TRSL	CACH Server Module Includes 1 x CACH Admin License	\$7,500.00	\$7,500.00	\$7,500.00
0	TRAL	CACH Administrator Module	\$3,850.00	\$3,850.00	\$0.00
1	TRAPI	CACH API Excludes 3rd Party Fees	\$3,850.00	\$3,850.00	\$3,850.00
1	TR200	CACH Emergency Protocols	\$1,850.00	\$1,850.00	\$1,850.00
6	TRCHL	CACH Call Handler Module	\$5,500.00	\$5,500.00	\$33,000.00
1	TRSPVL	CACH Supervisor Module	\$3,850.00	\$3,850.00	\$3,850.00
1	TRCAL	CACH Quality Assessor Module	\$3,850.00	\$3,850.00	\$3,850.00
1	TRSILVER	CACH Silver Package Credit	\$-2,900.00	\$-2,900.00	\$-2,900.00

Subtotal: \$51,000.00
Tax: \$0.00
Shipping: \$0.00
Total: \$51,000.00

Implementation

Quantity	Part Number:	Product	List Price	Unit Price	Ext. Price
8	TRINSTL01	CACH Installation Silver / Gold System Installation	\$1,000.00	\$1,000.00	\$8,000.00
6	TRIMPSUP	Implementation Support 8 Hour block	\$1,600.00	\$1,600.00	\$9,600.00
19	TRCOEMD	EMD Certification Volume pricing (per registration): \$399 : 1 - 3 \$359 : 4 - 6 \$329 : 7+	\$399.00	\$329.00	\$6,251.00
2	TROCAC	Assessor Certification	\$329.00	\$329.00	\$658.00

Subtotal: \$24,509.00
Tax: \$0.00
Shipping: \$0.00
Total: \$24,509.00

System Maintenance

Quantity	Part Number:	Product	List Price	Unit Price	Ext. Price
0	TRSMINT	Annual Software & System Maintenance Software system support and maintenance. Year 2 onwards.	\$0.00	\$8,085.00	\$0.00



1321 Boston Post Rd
Madison, CT 06443
1.800.537.6937

Quote

Quote Number: 18291
Date: 2020-08-26
Sales Person: Nicole LaSota
Valid Until: 2020-10-30

Subtotal: \$0.00
Tax: \$0.00
Shipping: \$0.00
Total: \$0.00

Grand Total

Currency:	USD	Subtotal:	\$75,509.00
Tax Rate:	0.00%	Tax:	\$0.00
Shipping Provider:		Shipping:	\$0.00
		Total:	\$75,509.00



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3594
From:		
Subject: Authorization to use the Court Technology Fund to pay the annual maintenance fee of the Court Case Management Maintenance, Police (non-Incode Interface to Court) and AcuCorp Run Time not to exceed \$11,734.60 and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.)		
Background: This is a yearly maintenance fees that is paid from our Court Technology Fund.		
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):		
Rosa Huerta		Created/Initiated
Rosa Huerta		Approved
Mike Perez		Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval. Yearly standard procedure.		
Attachments, if any: City Hall Memo, Tyler Techonologies Invoice 10.20.20 - 09.30.2021		
Responsibilities upon Approval: Staff will proceed with purchase order upon approval to fulfill our obligation toward Tyler Technology.		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Munoz, 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 Perez, City Manager

INTERDEPARTMENTAL MEMO WESLACO MUNICIPAL COURT

DATE: September 1, 2020

TO: Mayor/City Commissioners/City Manager

FROM: Rosa Huerta, Court Administrator

SUBJECT: Yearly Maintenance Fee – Tyler Technology/Incode Version 9

This is to inform you that our Court oversees paying the yearly maintenance fee for our program system Tyler Technology/Incode Version 9 for several year now. This is a standard yearly fee that must be paid to allow us to use our Incode system thus allowing us to be able to process the work that is done in our department.

There is no cost to the City. The Court Technology Fund is funded by the citizens when they are issued a citation by the Weslaco Police Department and pay the fine/fees assessed. In the fees, there is a fee called Court Technology Fund in the amount of \$4.00. This fee allows Courts to purchase any item dealing with technology for the use and betterment of our department.

Should you have any questions or comments, please do not hesitate to contact me.



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

Invoice

Invoice No	Date	Page
025-306881	09/01/2020	1 of 1

Questions:

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



Bill To: Weslaco Municipal Court
255 South Kansas
Weslaco, TX 78596

Ship To: Weslaco Municipal Court
255 South Kansas
Weslaco, TX 78596

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
45019 - 10704 - 10704	126181		USD	NET30	10/01/2020

Date	Description	Units	Rate	Extended Price
Contract No.: Weslaco, City of				
	Court Case Management	1	9,338.47	9,338.47
Maintenance: Start: 01/Oct/2020, End: 30/Sep/2021				
	Police (non-INCODE Interface to Court	1	2,334.21	2,334.21
Maintenance: Start: 01/Oct/2020, End: 30/Sep/2021				
	AcuCorp Run Time	1	61.92	61.92
Maintenance: Start: 01/Oct/2020, End: 30/Sep/2021				

****ATTENTION****

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

Subtotal	11,734.60
Sales Tax	0.00
Invoice Total	11,734.60



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3605	
From: Arnold Becho			
Subject: Authorization on approval of the Texas State Library & Archives Commission CARES Cycle 1 Grant contract, a sub-recipient award from the Institute of Museum and Library Services not to exceed \$24,937.00 and authorize the Mayor to execute any related documents. (Staffed by Library Department.)			
Background: The TSLAC CARES Grant Program funds community needs identified by Texas libraries in areas of digital access and inclusion. This includes programs, training, and tools necessary to increase community access to vital technologies and services. Additionally, funds may be utilized for library initiatives that support prevention, preparation, and response to the COVID-19 emergency. This is a competitive grant and funds were limited but the library has qualified for \$24,937.00 in assistance. This agenda item seeks to approve the contract which has been supplied to the City of Weslaco as a result of the award. The contract is attached within the agenda supplements. This reimbursement grant program will fund operating expenditures such as library supplies and materials, technology, furniture, and contractual services. All grant expenses are designed to respond directly to the COVID-19 emergency. This project is made possible by a grant from the U.S. Institute of Museum and Library Services (Grant #LS□246193□OLS□20) to the Texas State Library and Archives Commission under the provisions of the Library Services and Technology Act. (2021)			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
Aida Vega Arnold Becho		Created/Initiated Approved	

Vidal Roman Mike Perez	Approved Final Approval
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: Memo-Contract Acceptance TSLAC CARES Grant, CAR1-21021 - Mayor Joe V Sanchez PL - CONTRACT	
Responsibilities upon Approval: Library staff will return contract to Texas State Library (TSL) Representatives and coordinate with TSL to implement the grant as per the contract. Following signature by the Mayor, the library ask that the City Secretary retain the original and transmit an electronic copy of the signed document to Library Administration.	

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

September 9, 2020

To: David Suarez, Mayor; Letty Lopez, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Jose "J.P." Rodriguez, Commissioner; Adrian Farias, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata, Vidal Roman, Sonia Flores
Fr: Arnoldo Becho, Library Director
Re: Authorization to Execute TSLAC CARES Grant Contract

The TSLAC CARES Grant Program funds community needs identified by Texas libraries in areas of digital access and inclusion to include programs, training, and tools necessary to increase community access to vital library technologies and services. Additionally, funds may be utilized for library initiatives that support prevention, preparation, and response to the COVID-19 emergency.

This is a competitive grant and funds were limited but the library has fortunately qualified for \$24,937.00 in assistance. This agenda item seeks to approve the contract which has been supplied to the City of Weslaco as a result of the award. The contract is attached within the agenda supplements.

This reimbursement grant program will fund operating expenditures such as library supplies and materials, technology, furniture, and contractual services. All grant expenses must be designed to respond directly to the COVID-19 emergency.

Applications were assessed by community need, program purpose, budget, and sustainability. Communities will be asked to continue funding initiatives with recurring cost after August 2021. This project is made possible by a grant from the U.S. Institute of Museum and Library Services (Grant #LS-246193-OLS-20) to the Texas State Library and Archives Commission under the provisions of the Library Services and Technology Act. (2021)

The library 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

**TEXAS STATE LIBRARY & ARCHIVES COMMISSION
TSLAC CARES – CYCLE 1 GRANT PROGRAM**

Grant Number: CAR1-21021

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)
Subrecipient: City of Weslaco, Mayor Joe V Sanchez Public Library
525 S Kansas Ave
Weslaco, TX 78596-6215
DUNS No.: 036562767

II. TERM OF GRANT

April 21, 2020, through August 31, 2021

III. STATEMENT OF SERVICES TO BE PERFORMED

Subrecipient shall provide services as outlined in the approved grant application (TSLAC CARES Grant Program – Cycle 1) as approved by TSLAC. Grant funds must be used to meet TSLAC and Federal goals. The Subrecipient must report information relating to best practices and performance outcomes during the period of this contract. The approved grant application submitted by Subrecipient is incorporated into this contract as if fully set forth herein. In the event of any conflict between the grant application and this contract, this contract shall prevail.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

- A. The total amount of the grant shall not exceed: \$24,937.00. Indirect costs, as included in the total amount awarded, shall not exceed 0.000 or \$0.00 as indicated in the budget below.
- B. Source of funds:
Institute of Museum and Library Services (IMLS)
CFDA Name: Grants to States CFDA #: 45.310
Federal Award Identification #: LS-246561-OLS-20; Federal Award Date: April 21, 2020
- C. The Subrecipient is restricted to one of two methods for requesting funds from TSLAC. The Subrecipient may request reimbursement of actual and allowable expenditures for the Subrecipient's normal billing cycle, or advance payment for estimated and allowable expenditures to be incurred in the 30-day period following the request. Only Subrecipients providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from TSLAC and disbursement of grant funds will be allowed to request advance payments.
- D. The Subrecipient must request payments from TSLAC using TSLAC's Request for Funds form (RFF) via TSLAC's online Grant Management System (GMS), located at <https://grants.tsl.texas.gov>. Requests may be submitted to TSLAC no more often than once every 30 days, and no less often than once per quarter. Funds will be processed and paid to the Subrecipient provided TSLAC has received a fully executed contract, and Subrecipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted supporting documentation with the RFF.
- E. When submitting an RFF for reimbursement, the Subrecipient must provide TSLAC with supporting documentation, such as receipts, paid invoices, time sheets, and/or pay stubs to support the amount requested before payment will be processed.
- F. The Subrecipient may not obligate or encumber grant funds after **July 31, 2021**. Subrecipient must submit the final request for reimbursement no later than **August 1, 2021**. All supporting documentation must be submitted no later than **August 31, 2021**.
- G. If the Subrecipient does not expend funds on a regular basis and/or provide notice relating to unexpended funds by **May 31, 2021**, TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the grant amount specified in Section IV. A. above.
- H. Interest earned in excess of \$500 on advanced funds must be returned to TSLAC per requirements in the State of Texas Uniform Grant Management Standards (UGMS). All unexpended grant funds must be returned to TSLAC per requirements in UGMS.
- I. Per the approved grant application, funds are authorized according to the following budget:

Travel	\$ 0.00
Equipment	\$ 0.00
Supplies/Materials	\$15,846.00
Services	\$9,091.00
Consultant Fees	\$ 0.00
Indirect Costs	\$ 0.00
Total	\$24,937.00

V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

If the Subrecipient anticipates a need for a budget or program revision, Subrecipient must notify TSLAC and, if approved by TSLAC, request a budget and/or program revision for fiscal and/or programmatic changes as outlined in this Section. Subrecipient must submit a change request for budget and/or program revisions electronically on TSLAC's GMS. Under no condition may a Subrecipient request to exceed the total grant amount. TSLAC must receive all change requests on or before **June 15, 2021**. Requests received after this date will generally be declined but may be considered on a case-by-case basis if extenuating circumstances exist. **Subrecipient must submit a budget and/or program change request to TSLAC before obligating or expending grant funds as follows:**

- A. Fiscal changes require an approved Budget Revision under any of the following conditions:
 - 1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant;
 - 2. Transferring any funds into a budget cost category that currently equals zero (\$0);
 - 3. Expending any program income earned through the utilization of resources funded by this grant; or,
 - 4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.
- B. Programmatic changes to the approved grant application require an approved Program Revision under any of the following conditions:
 - 1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; or,
 - 2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. If conditions described in Section V.A.1. are met, any fiscal change to items listed in the Equipment budget category specified in Section IV. I. of this contract will require an approved Budget Revision before making the change. A fiscal change includes a change in the cost of the equipment and/or property, and any cost necessary to put the item into service, including, but not limited to, the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight, and installation should be included in or excluded from the expenditure cost in accordance with the Subrecipient's regular accounting practices and Generally Accepted Accounting Practices (GAAP). TSLAC will not advise Subrecipient on ancillary charges.
- B. The Subrecipient will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between \$500 and \$1000.
- C. Equipment costing \$5,000 or more per unit requires approval before purchase. In those instances, TSLAC will secure approval from IMLS on behalf of the Subrecipient and inform Subrecipient of approval once received.
- D. Subrecipient must furnish a statement to TSLAC certifying the governing entity's capitalization level with the signed grant contract. Subrecipient agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.
- E. Subject to the obligations and conditions set forth in UGMS, title to equipment acquired under a grant will vest in the Subrecipient upon acquisition. Subrecipient must include any equipment/property acquired with grant funds in the required biennial property inventory and follow the UGMS requirement that the Subrecipient reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This biennial inventory does not need to be submitted to TSLAC but must be maintained by the Subrecipient and will be subject to review and/or audit by TSLAC. When property is vested in the Subrecipient, Subrecipient will dispose of equipment/property in accordance with UGMS. When the Subrecipient has been given federally or state-owned equipment/property, Subrecipient will follow the guidance as set forth in UGMS.

VII. REPORTING REQUIREMENTS

The State Legislature has charged TSLAC with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Subrecipient acknowledges responsibility for performing certain services on behalf of TSLAC, as outlined in the approved grant application. Therefore, the Subrecipient is responsible for submitting periodic reports that reflect the Subrecipient's level of performance on these services to TSLAC. To comply with these requirements, the Subrecipient agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

- A. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Subrecipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- B. The Subrecipient agrees to submit quarterly performance reports detailing grant-funded activities via TSLAC'S GMS on or before due dates listed in the following schedule. In the event that a due date falls on a weekend or state holiday, the respective report will be due on the next business day. Subrecipient agrees to submit Legislative Budget Board (LBB) measures, as defined by TSLAC, in the reports, and to work with agency staff in the development and reporting of Project outcomes. LBB measures may include the numbers of: a) books and other materials purchased with grant funds; b) persons provided grant-sponsored services; and/or c) library staff trained or assisted in order to carry out the grant-funded activities.

Reporting Period

P1 (April 21, 2020–August 31, 2020)

P2 (September 1, 2020–February 28, 2021)

P3 (March 1, 2021–August 31, 2021)

Due Date

December 7, 2020

March 7, 2021

September 7, 2021

- C. The Subrecipient will ensure that all fiscal reports or vouchers requesting payment under this agreement will include a certification, signed by an official who is authorized to legally bind the Subrecipient, that the reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. The Subrecipient acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the signing official to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (2 CFR §200.415(a))
- D. The Subrecipient agrees to submit an audit certification form for each auditable period ending August 31, 2020, and August 31, 2021, to TSLAC **no later than December 31 of each year, respectively, or other deadlines as specified by TSLAC.**
- E. If a single audit is required, the Subrecipient will comply with the Supercircular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.
- F. TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received.

VIII. GENERAL TERMS AND CONDITIONS

- A. The Subrecipient will comply with the TSLAC CARES Grant Program Guidelines – Cycle 1.
- B. The Subrecipient will comply with the Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines.
- C. The Subrecipient will comply with all applicable federal and state laws and any other requirements relevant to the performance of Subrecipient under this contract, including the following rules and guidance as applicable:
 - 1. Texas Uniform Grants Management Standards (UGMS) (<https://comptroller.texas.gov/purchasing/docs/ugms.pdf>); and
 - 2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) (<https://federalregister.gov/a/2013-30465>).
- D. The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal or state government purposes, and to authorize others to do so. (2 CFR §200.315)
- E. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (www.imls.gov/recipients/imls_acknowledgement.aspx) and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Subrecipient's website, and materials distributed through the grant project. The Subrecipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.
- F. The Subrecipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and §§1685-1686), that prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), that prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), that prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.
- G. The Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.

- H. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not:
1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- I. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2018-2022 is submitted (anticipated date of submission is December 31, 2023). This means **the Subrecipient must maintain all grant-related records through December 31, 2026. In addition, Subrecipients that operate as state agencies must comply with Texas Government Code, § 441.1855, relating to state agency contracting and the retention of all contract-related documents.**
- In the event the Subrecipient or receiving entity ceases to exist, the Subrecipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of the records.**
- J. This grant may be terminated by written notice and mutual agreement of both parties. The termination notice must be given no less than 30 days prior to the termination date. Where notice of termination is given, the Subrecipient shall:
1. Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Subrecipient will complete reporting requirements outlined in Section VII of this document and in a manner mutually agreed upon by both parties as part of the closeout process.
 2. Reduce expenses to a minimum and not undertake any forward commitment. All contracted funds that are not spent, encumbered or obligated at the time of notice of termination shall revert back to TSLAC according to processes established in Section IV. H. of this document and according to a timeline mutually agreed upon by both parties.
- K. Loss of all of Subrecipient's staff prior to the end of the grant period or the termination date, whichever is earlier, does not relieve the Subrecipient of its obligations to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records and requirements for disposition of equipment and supplies.
- L. The parties agree that no provision of this contract is in any way intended to constitute a waiver by TSLAC or the State of Texas of any immunities from suit or from liability that TSLAC or the State of Texas may have by operation of law.

IX. ENFORCEMENT

- A. Remedies for noncompliance. If a Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.
- C. Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them in writing. Other Subrecipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:
1. The costs relate to obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination and were not incurred in anticipation of suspension or termination, and, in the case of a termination, the costs are noncancelable; and,
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension — The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (UGMS, Part III, Subpart C, Sec. 35) and state law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Bethany Wilson, Grants Administrator
Phone: 512-463-5527/ Fax: 512- 936-2306
E-mail: bwilson@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.texas.gov

Questions or concerns about advance payments and other financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants
Phone: 512-463-6626 / Fax: 512-475-0185
E-mail: rcannon@tsl.texas.gov

Payments from Subrecipient to TSLAC, such as refunds and those for excess advanced funds or interest earned on advanced funds, should be mailed to the following address with an explanation of the purpose of the payment and the grant number:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW

- A. The laws of the State of Texas shall govern this grant.
- B. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- C. This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

XII. GRANT CERTIFICATIONS

- A. TSLAC certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006, Texas Government Code §441.135; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the State Plan for the LSTA in Texas; and UGMS.
- B. The Subrecipient certifies that all costs included in this grant award are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.
- C. The Subrecipient certifies that the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the negotiating agency will be notified of any accounting changes that would affect the predetermined rate.
- D. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in 31 U.S.C. §1352.
- E. Subrecipient has provided to TSLAC the mandatory Internet Safety Certification (Certification) that it is in compliance with requirements of the Children's Internet Protection Act (CIPA) for any Federal funds under this grant that will be used to purchase computers used to access the Internet or pay for the direct costs of accessing the Internet. Subrecipient agrees to collect, as required and appropriate, Certification forms from all libraries receiving benefits of Federal funds expended under this contract.
- F. Subrecipient certifies that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a);

or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Certifications.

- G. The Subrecipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- H. In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (UGMS Part III, Subpart B, Sec. 14 – State Assurances)

XIII. SIGNATURES

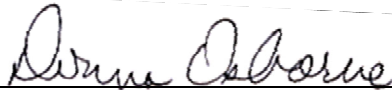
The undersigned hereby execute this contract.

GRANTOR

Texas State Library and Archives Commission

Mark Smith, Director and Librarian

Date



Donna Osborne, Chief Financial Officer

08/27/2020

Date



Jennifer Peters, Library Development and Networking Director

08/27/2020

Date



Bethany Wilson, Grants Administrator

08/27/2020

Date

SUBRECIPIENT

**City of Weslaco, Mayor Joe V Sanchez Public
Library**

Signature (official empowered to enter into contracts)

Typewritten or Printed Name

Title

Date



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3604	
From:			
Subject: Approval on First Amendment of the Interlocal Agreement between City of Weslaco and County of Hidalgo on COVID-19 CARES Act and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Norma Cantu		Created/Initiated	
Vidal Roman		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Co. of Hidalgo COVID interlocal Memo, County Memo, 9.1.20 CARES ACT AMENDMENT - WESLACO			
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

Date: September 15, 2020

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: First Amendment to Interlocal Agreement with County of
Hidalgo on the CARES act for COVID 19 expenditures

The City formally approved an Interlocal Agreement on the CARES Act funding on June 16, 2020 and County Commissioners Court on June 23, 2020. Section 3.8 stated that the city would be receiving 20% of the allocation which was \$949,141 (\$4,745,706 x 20%) and the balance on a reimbursement basis.

County of Hidalgo is adding Section 3.9 to the original agreement that spells out disbursing an additional 20% and receipt of the first 20%. Section 6.2 has also being modified to submit documentation by November 30, 2020 from the memorandum dated August 11th which had a date of October 31, 2020.

F.Y.I., Note that the city has submitted Request for Reimbursements which total \$3,163,541.42. Factoring the initial allocation, we have a balance of \$2,214,400.42 due to us.

Staff recommends approval.

Sergio Cruz
Hidalgo County Budget Officer

Office: (956) 292-7025
Fax: (956) 292-7035



Department of Budget & Management

2818 S. Business Hwy. 281
Edinburg, Texas 78539
www.co.hidalgo.tx.us

MEMORANDUM

To: Honorable Mayors and City Managers

From: Sergio Cruz, Hidalgo County Budget Officer

Date: September 02, 2020 *SC*

Re: Amended CARES Act Interlocal Cooperation Agreement

On Tuesday, September 1, 2020, the Hidalgo County Commissioners Court approved an amendment to the CARES Act Interlocal Cooperation Agreement (Interlocal) to allow a second 20% funds advance of the CARES Act allocation to your municipality. This allocation will be issued once your entity has submitted reimbursements surpassing your first 20% allocation, as stated on the section 3.9 of the revised Interlocal cooperative agreement. The revised Interlocal requires approval by the governing body of your municipality at a legally called meeting. After the Interlocal is approved by your governing body and executed by the Mayor or designated Official, please forward the original executed Interlocal and proposed budget to my attention at the following address:

Sergio Cruz, Hidalgo County Budget Officer
2818 South Business Highway 281
Edinburg, TX 78539

Also, to expedite the process, please email me a copy of the executed Interlocal to the following email address:

sergio.cruz@co.hidalgo.tx.us

Should you have any questions please do not hesitate to contact me at (956) 292-7025 ext. 5424 or via email.

STATE OF TEXAS §

COUNTY OF HIDALGO §

**FIRST AMENDMENT TO THE
CARES ACT INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, TEXAS
AND CITIES IN HIDALGO COUNTY**

THIS AMENDMENT (“Amendment”) TO THE CARES ACT INTERLOCAL COOPERATION AGREEMENT between the COUNTY OF HIDALGO, TEXAS (“County”) and the CITIES in HIDALGO COUNTY (“Cities”), is made and entered effective September 1, 2020, between the County and Cities, collectively referred to as the (“Parties”) pursuant to the provisions of the Texas Interlocal Cooperation Act, Ch. 791, et seq, Texas Government Code, as follows:

WHEREAS, on or about March 27, 2020, the United States Federal Government passed the Coronavirus Aid Relief and Economic Security Act (“CARES Act”), including the Coronavirus Relief Fund (“CRFund”) which provides for direct payments to qualifying units of local governments navigating the impact of the COVID-19 outbreak; and

WHEREAS, the County met the population threshold and received a direct distribution of the CRFund to be used for expenditures that were directly related to and incurred as a result of the COVID-19 public health emergency; and

WHEREAS, the Hidalgo County Commissioners Court approved the Cares Act Interlocal Cooperation Agreement (“Agreement”) on or about June 23, 2020, wherein the County entered into an Interlocal with the Cities to allow for the disbursement of CRFund monies received by County from the U.S. Department of Treasury; and

WHEREAS, the Parties and their constituents continue to be affected by the COVID-19/Coronavirus public health emergency and the resulting Federal, State and Local disaster declarations and executive orders regarding the same; and

WHEREAS, the Parties now desire to amend the Agreement as hereinafter provided to allow for additional up front disbursements of funds for expenses directly related to the COVID-19 public health emergency and for the allocation of additional time in which the Cities are to expend their designated funds;

NOW THEREFORE, for the purposes stated herein, the Parties hereby agree to the following amendments to the Agreement:

1. Section 3.2 of the Agreement is amended to allow additional time for Cities to expend designated funds by October 31, 2020. Failure to expend the designated funds by

October 31, 2020, may result in re-programming and/or reallocation of CRFunds by County.

2. Section 3.9 is added to the Agreement, as noted below:

“3.9 County will agree to disburse an additional 20% of designated CRFunds to Cities for COVID-19 related expenses as noted in §3.2 and in accordance with the terms and conditions of the Agreement for Cities that have provided a completed Cost Reimbursement Form (Exhibit “D”) with appropriate supporting documentation indicating that the initial 20% disbursed in accordance with §3.8 of the Agreement has been received by County.”

3. As County has agreed to extend the performance period for the Agreement as stated in §3.2., Section 6.2 is therefore amended to allow for the submission of final Cost Reimbursement Forms and supporting documentation by November 30, 2020.
4. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and the Parties ratify and confirm the terms and provisions of the Agreement as amended.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

Approved by the Hidalgo County Commissioners Court on September 1, 2020.

APPROVAL FOR COUNTY:

THE COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM FOR COUNTY:
Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez-Solis
Assistant District Attorney

APPROVAL FOR CITIES:

CITY OF WESLACO

Mayor

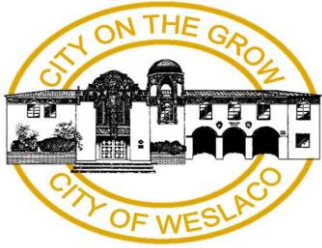
Attest:

City Secretary



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3609
From:		
Subject: Approval to ratify Jeff Everitt & Associates as Agent Record for Group Health Insurance and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)		
Background: At a Special Meeting of the City Commission, dated September 10, 2020, the city selected United Healthcare as its primary medical health provided and Mr. Jeff Everitt and Associates as the agent of record. Since the agenda item did not include a separate vote for agent of record, we are presenting this item for approval.		
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 approval.		
Attachments, if any: RFP# 2019-20-27 Group Health Agent Review, RFP# 2019-20-27 Fully Funded Medical Tabulation (HMO), RFP# 2019-20-27 Fully Funded Medical Tabulation (PPO)		
Responsibilities upon Approval: Send a notification agreement to Mr. Everitt for signature.		



City of Weslaco

RFP# 2019-20-27 Group Health Insurance (Agent Review)
Review Date: September 8, 2020

The following list of agents and their proposed commissions have been provided by **United Healthcare**.

Agent	Agency	Address	Phone	Commission Level
Carlos Tamez	Tamez Financial Group	1022 S. Texas Blvd. Weslaco, TX 78596	956-973-1904	5%
Ruben Garza	Lone Star Insurance Services	520 E. Nolana Ave. Suite 110 McAllen, TX 78504	956-984-2967	3%
Yvonne Ortegon	Oretgon Insurance Agency	505 S. Texas Blvd. Weslaco, TX 78596	956-373-1109	4%
Dion D. Chavez	Salazar Insurance Group	611 E. Loop 499 Harlingen , TX 78550	956-425-8573	5%
Rebecca Silva	Texas Insurance Service Center	521 S. 77 Sunshine Strip Harlingen, TX 78550	1-800-750-0490	3.5%
Jeffrey W. Everitt	Jeff Everitt & Associates	901 S. Texas Blvd. Weslaco, TX 78596	956-968-5954	3%



City of Weslaco

Summary of Comparative Cost
RFP# 2019-20-27 Fully Funded Group Health Insurance (HMO)
Review Date: September 8, 2020

RECOMMENDED

		HMO									
General		Current		Option 1		Option 2		Option 3		Option 4	
Company		BCBSTX		BCBSTX		United Healthcare		United Healthcare		TML Health	
Rate Guarantee		1 Year		1 Year		1 Year		1 Year		1 Year	
Plan Network		Blue Essentials - HMO		Blue Essentials - HMO		AYZH (Navigate) Rx Plan: 2V		AYZH MOD (Navigate) Rx Plan: 2V		Copay-1500-5K ER	
		<u>Rate</u>	<u>Annual Total</u>	<u>Rate</u>	<u>Annual Total</u>	<u>Rate</u>	<u>Annual Total</u>	<u>Rate</u>	<u>Annual Total</u>	<u>Rate</u>	<u>Annual Total</u>
Employee		\$404.51	\$893,158.08	\$511.71	\$1,129,855.68	\$450.18	\$993,997.44	\$431.22	\$952,133.76	\$526.00	\$1,161,408.00
Employee & Spouse		\$720.04	\$103,685.76	\$910.85	\$131,162.40	\$801.33	\$115,391.52	\$767.58	\$110,531.52	\$1,067.76	\$153,757.44
Employee & Children		\$602.72	\$513,517.44	\$762.44	\$649,598.88	\$670.77	\$571,496.04	\$642.52	\$547,427.04	\$925.76	\$788,747.52
Employee & Family		\$978.93	<u>\$140,965.92</u>	\$1,238.35	<u>\$178,322.40</u>	\$1,089.45	<u>\$156,880.80</u>	\$1,043.57	<u>\$150,274.08</u>	\$1,551.68	<u>\$223,441.92</u>
			\$1,651,327.20		\$2,088,939.36		\$1,837,765.80		\$1,760,366.40		\$2,327,354.88
Medicare Primary Single		\$404.51	<u>\$0.00</u>	\$511.71	<u>\$0.00</u>	\$450.18	<u>\$0.00</u>	\$431.22	<u>\$0.00</u>	\$526.00	<u>\$0.00</u>
Medicare Primary Family		\$978.93	<u>\$11,747.16</u>	\$1,238.35	<u>\$14,860.20</u>	\$1,089.45	<u>\$13,073.40</u>	\$1,043.57	<u>\$12,522.84</u>	\$1,551.68	<u>\$18,620.16</u>
			\$11,747.16		\$14,860.20		\$13,073.40		\$12,522.84		\$18,620.16
			\$1,663,074.36		\$2,103,799.56		\$1,850,839.20		\$1,772,889.24		\$2,345,975.04
				Increase +/-	\$440,725.20	Increase +/-	\$187,764.84	Increase +/-	\$109,814.88	Increase +/-	\$682,900.68
				Increase %	26.50%	Increase %	11.29%	Increase %	6.60%	Increase %	41.06%
Medical Benefits		<u>In Network</u>	<u>Out of Network</u>	<u>In Network</u>	<u>Out of Network</u>	<u>In Network</u>	<u>Out of Network</u>	<u>In Network</u>	<u>Out of Network</u>	<u>In Network</u>	<u>Out of Network</u>
Deductible (Ind/Family)		\$1,500/\$3,000		\$1,500/\$3,000		\$1,000/\$2,000		\$1,500/\$3,000		\$1,500/\$3,000	\$3,000/\$6,000
Virtual Visit Copay		\$20		\$20		\$0		\$0		\$0	\$0
Office Visit		\$20		\$20		\$10		\$20		\$30	\$30
Specialist Office Visit		\$45	No Coverage	\$45	No Coverage	\$60	No Coverage	\$45	No Coverage	\$45	\$45
Coinsurance (In/Out)		80%		80%		80%		80%		80%	50%
Max Out of Pocket (Ind/Family)		\$4,500/\$9,000		\$4,500/\$9,000		\$4,000/\$8,000		\$4,500/\$9,000		\$5,000/10,000	N/A
Pharmacy Benefits											
Generic (Tier 1)		\$10		\$10		\$10		\$10		\$10	
Preferred (tier 2)		\$35		\$35		\$35		\$35		\$40	
Non-Preferred (Tier 3)		\$60	No Coverage	\$60	No Coverage	\$60		\$60		\$70	
Specialty (Tier 4)		\$10/\$35/\$60		\$10/\$35/\$60		2.5 x's MO		2.5 x's MO		\$100	
Census		EO	184								
		E+S	12								
		E+C	71								
		E+F	12								
Medicare Primary		Single	0								
		Family	1								
		Total	280								

TML only offers a PPO Plan. This option has a increase in the employees maximum out pocket expense and has an overall increase of 41.06%.



City of Weslaco

Summary of Comparative Cost
RFP# 2019-20-27 Fully Funded Group Health Insurance (PPO)
Review Date: September 8, 2020

RECOMMENDED

PPO									
General		Current		Option 1		Option 2		Option 3	
Company		BCBSTX		BCBSTX		United Healthcare		TML Health	
Rate Guarantee		1 Year		1 Year		1 Year		1 Year	
Plan Network		Blue Choice - PPO		Blue Choice - PPO		BCYG MOD (POS Premeir) Rx Plan: 2V		Copay-2500-6K ER	
		<u>Rate</u>	<u>Annual Total</u>	<u>Rate</u>	<u>Annual Total</u>	<u>Rate</u>	<u>Annual Total</u>	<u>Rate</u>	<u>Annual Total</u>
Employee		\$498.00	\$77,688.00	\$629.97	\$98,275.32	\$506.94	\$79,082.64	\$485.44	\$75,728.64
Employee & Spouse		\$886.42	\$21,274.08	\$1,121.32	\$26,911.68	\$902.37	\$21,656.88	\$985.44	\$23,650.56
Employee & Children		\$742.01	\$142,465.92	\$938.64	\$180,218.88	\$755.34	\$145,025.28	\$854.38	\$164,040.96
Employee & Family		\$1,205.14	<u>\$115,693.44</u>	\$1,524.50	<u>\$146,352.00</u>	\$1,226.81	<u>\$117,773.76</u>	\$1,432.04	<u>\$137,475.84</u>
			\$357,121.44		\$451,757.88		\$363,538.56		\$400,896.00
Medicare Primary Single		\$498.00	<u>\$0.00</u>	\$629.97	<u>\$0.00</u>	\$506.94	<u>\$0.00</u>	\$485.44	<u>\$0.00</u>
Medicare Primary Family		\$1,205.14	<u>\$14,461.68</u>	\$1,524.50	<u>\$18,294.00</u>	\$1,226.81	<u>\$14,721.72</u>	\$1,432.04	<u>\$17,184.48</u>
			\$14,461.68		\$18,294.00		\$14,721.72		\$17,184.48
			\$371,583.12		\$470,051.88		\$378,260.28		\$418,080.48
				Increase +/-	\$98,468.76	Increase +/-	\$6,677.16	Increase +/-	\$46,497.36
				Increase %	26.50%	Increase %	1.80%	Increase %	12.51%
<u>Medical Benefits</u>		<u>In Network</u>	<u>Out of Network</u>	<u>In Network</u>	<u>Out of Network</u>	<u>In Network</u>	<u>Out of Network</u>	<u>In Network</u>	<u>Out of Network</u>
Deductible (Ind/Family)		\$2,500/\$5,000	\$5,000/\$10,000	\$2,500/\$5,000	\$5,000/\$10,000	\$2,500/\$5,000	\$5,000/\$10,000	\$2,500/\$5,000	\$5,000/\$10,000
Virtual Visit Copay		\$25	None	\$25	None	\$0	*50%	\$0	\$0
Office Visit		\$25	None	\$25	None	\$30	*50%	\$30	\$30
Specialist Office Visit		\$50	None	\$50	None	\$30/\$60	*50%	\$45	\$45
Coinsurance (In/Out)		80%	50%	80%	50%	80%	50%	80%	50%
Max Out of Pocket (Ind/Family)		\$5,500/\$11,000	\$15,000/\$30,000	\$5,500/\$11,000	\$15,000/\$30,000	\$5,500/\$11,000	\$10,000/\$20,000	\$6,000/\$12,000	N/A
<u>Pharmacy Benefits</u>									
Generic (Tier 1)		\$10		\$10		\$10		\$10	
Preferred (Tier 2)		\$35	50% of allowable amount	\$35	50% of allowable amount	\$35		\$40	
Non-Preferred (Tier 3)		\$60	after copay	\$60	after copay	\$60		\$70	
Specialty (Tier 4)		\$10/\$35/\$60		\$10/\$35/\$60		2.5 x's MO		\$100	
Census	EO	13				* After annual deductible has been met		TML only offers a PPO Plan. This option has a increase in the employees maximum out pocket expense and has an overall increase of 12.51%.	
	E+S	2							
	E+C	16							
	E+F	8							
Medicare Primary	Single	0							
	Family	1							
	Total	40							



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3580	
From:			
Subject: Discussion and consideration to increase purchase order #20-0829 for Resident Project Representative Services for SWG on the Pleasantview & 11th St Drainage Improvements from \$392,500.00 to \$434,500.00 and authorize the Mayor to execute any related documents. Possible action. (There was no action on September 1, 2020; staffed by Engineering Department.)			
Background: The City of Weslaco and SWG Engineering have an existing contract for engineering services for the proposed Pleasantview & 11th St Drainage Improvements. The contract includes proposed fees for Resident Project Representative Services totaling \$42,000.00 but were not included in the original purchase order. This request is to increase the purchase order by this amount in accordance with the agreement.			
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	
Alberto Aldana		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of the services and contract amount totaling \$42,000.00.			
Attachments, if any: Memo_08-26-2020CC_PO 20-0829			
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

Date: August 26, 2020

To: City Commission
Mike R. Perez, City Manager

From: Albert J. Aldana, P.E., City Engineer

Subject: Pleasantview Drainage Project #6
Engineering Services by SWG

Open Purchase Order No.:	20-0829
Account:	417-5307-550100
Project ID:	5307190

.....

This is in reference to the existing purchase order for engineering services by SWG Engineering for the subject project. According to the contract agreement signed between the City of Weslaco and SWG Engineering on October 15, 2019, compensation for basic services totaled \$392,500.00 and \$42,000.00 for resident project representative services. A purchase order was issued for engineering services only or basic services; however, it did not include resident project representative services as indicated in the contract. As a result, I would like to request that purchase order no. 20-0829 be increased from \$392,500 to \$434,500 to include the resident project representative services for \$42,000.00 as indicated in the agreement.

Let me know if you have any questions or require additional information.

Sincerely,

Albert J. Aldana, P.E.

Albert J. Aldana, P.E.
City Engineer

Attachments:

Copy of P.O. No. 20-0829
Copy of Contract Agreement w/ SWG Engineering

CITY OF WESLACO

PURCHASE ORDER

255 SOUTH KANSAS AVENUE

WESLACO, TEXAS 78596

FINANCE DEPARTMENT

956.968.3181

www.weslacotx.gov

Order Date

11/18/2019

Delivery Date

Terms

NET 30 DAYS

Requisition Number

20-0829

V	SWG ENGINEERING, LLC	S	CITY OF WESLACO - PLANNING
E		H	
N	611 S. INTERNATIONAL BLVD.	I	255 S KANSAS AVENUE
D		P	
O	WESLACO, TX 78596-9110	T	WESLACO, TX 78596
R		O	JOE PEDRAZA

Account	Quantity	Description of Articles or Service	Unit Price	Amount
117-5307-550100	0	ENGINEERING SERVICES FOR PROJECT: PLEASANTVIEW DRIVE & 11TH STREET DRAINAGE DRAINAGE PROJECT 5307190 CONTRACT TOATAL \$392,500.00 (PAGE 42) WCC: 10/15/2019 ADD \$42,000.00 TO THIS P.O. FOR RESIDENT PROJECT REPRESENTATIVE SERVICES AS INDICATED ON PAGE 44 OF THE CONTRACT	0.00	392,500.00
TOTAL				392,500.00

IMPORTANT INSTRUCTIONS AND CONDITIONS

1. If prices are higher than specified, do not ship. Advise us.
2. We will not in any manner be responsible for goods delivered or work done for our account without a written order, except on special contracts. If these conditions are not acceptable please advise us
3. on receipt of the order and before you make any delivery.

Mail Invoice and Bill of Lading, rendered separate for each order to City of Weslaco, Accounting Dept., 255 S. Kansas Avenue, Weslaco, Texas 78596

Delivery will be accepted at vendor's risk. Goods are subject to inspection and return if found inferior to specifications or reasonable standard quality.

The City of Weslaco is exempt from all Federal and State tax.

Purchase Order Number
Must Appear On All
Invoices, Packing List
and Packages

CITY OF WESLACO

BY

FINANCE DEPARTMENT

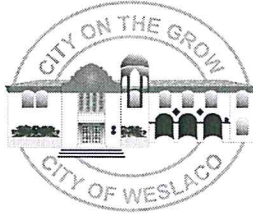
Tax Exempt Number: 17460025442

Purchase Order No.:

20-0829

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
Adrian Farias, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

October 17, 2019

Mr. Randy Winston, P.E.
SIGLER, WINSTON AND GREENWOOD & ASSOCIATES
611 Bill Summers International Blvd.
Weslaco, Texas 78596

Dear Mr. Winston:

At their regular meeting of **October 15, 2019**, the Weslaco City Commission approved a Professional Services Agreement with Sigler, Winston and Greenwood & Associates (SWG) for Engineering Services for the Pleasantview and 11th Street Drainage Project as negotiated and authorized the Mayor to execute any related documents.

Enclosed please find the agreement as executed by Mayor David Suarez. The City has retained the original agreement for the its records.

Should you have any questions, please do not hesitate to call Mike R. Perez, City Manager at (956) 968-3181, Ext. 1001.

Sincerely,

Aida Vega
Deputy City Secretary

AV/mv

C: Mike Perez, City Manager
Vidal Roman, Finance Director

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of

October 15, 2019

("Effective Date") between

CITY OF WESLACO

("Owner") and

SWG ENGINEERING, LLC

("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
PROPOSED PLEASANTVIEW AND 11TH STREET DRAINAGE PROJECT as per Attachment No. 1 – Scope of Services.

("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

PROPOSED PLEASANTVIEW AND 11TH STREET DRAINAGE PROJECT # 2018-19-16 as per Attachment No. 1 – Scope of Services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of

conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other

obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital

format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary

insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be

reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the

contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. **INDEMNIFICATION BY ENGINEER: INDEMNIFICATION BY ENGINEER: TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS OWNER, AND OWNER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, CONSULTANTS, AND EMPLOYEES FROM REASONABLE CLAIMS, COSTS, LOSSES, AND DAMAGES ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS.**
- 1. **ENGINEER'S LIABILITY LIMITED TO AMOUNT OF ENGINEER'S COMPENSATION: TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS, TO OWNER AND ANYONE CLAIMING BY, THROUGH, OR UNDER OWNER FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PROJECT OR THE AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNITY OBLIGATIONS, OR WARRANTY (EXPRESS OR IMPLIED) OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY ENGINEER UNDER THIS AGREEMENT.**
- 2. **EXCLUSION OF SPECIAL, INCIDENTAL, INDIRECT, AND CONSEQUENTIAL DAMAGES: TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, CONSISTENT WITH THE TERMS OF THIS PARAGRAPH 6.10, ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, CONSULTANTS, AND EMPLOYEES SHALL NOT BE LIABLE TO OWNER OR ANYONE CLAIMING BY, THROUGH, OR UNDER OWNER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PROJECT OR THE AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO ANY SUCH DAMAGES CAUSED BY THE NEGLIGENCE, PROFESSIONAL**

ERRORS OR OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNITY OBLIGATIONS, OR WARRANTY (EXPRESS OR IMPLIED) OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS.

3. **AGREEMENT NOT TO CLAIM FOR COST OF CERTAIN CHANGE ORDERS:** OWNER RECOGNIZES AND EXPECTS THAT CERTAIN CHANGE ORDERS MAY BE REQUIRED TO BE ISSUED AS THE RESULT IN WHOLE OR PART OF IMPRECISION, INCOMPLETENESS, ERRORS, OMISSIONS, AMBIGUITIES, OR INCONSISTENCIES IN THE DRAWINGS, SPECIFICATIONS, AND OTHER DESIGN DOCUMENTATION FURNISHED BY ENGINEER OR IN THE PROFESSIONAL SERVICES PERFORMED OR FURNISHED BY ENGINEER UNDER THIS AGREEMENT (THE "COVERED CHANGE ORDERS"). ACCORDINGLY, OWNER AGREES NOT TO SUE OR TO MAKE ANY CLAIM DIRECTLY OR INDIRECTLY AGAINST ENGINEER ON THE BASIS OF PROFESSIONAL NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE WITH RESPECT TO THE COSTS OF APPROVED COVERED CHANGE ORDERS UNLESS THE COSTS OF SUCH APPROVED COVERED CHANGE ORDERS EXCEED 25% OF CONSTRUCTION COST, AND THEN ONLY FOR AN AMOUNT IN EXCESS OF SUCH PERCENTAGE. ANY RESPONSIBILITY OF ENGINEER FOR THE COSTS OF COVERED CHANGE ORDERS IN EXCESS OF SUCH PERCENTAGE WILL BE DETERMINED ON THE BASIS OF APPLICABLE CONTRACTUAL OBLIGATIONS AND PROFESSIONAL LIABILITY STANDARDS. FOR PURPOSES OF THIS PARAGRAPH, THE COST OF COVERED CHANGE ORDERS WILL NOT INCLUDE ANY COSTS THAT OWNER WOULD HAVE INCURRED IF THE COVERED CHANGE ORDER WORK HAD BEEN INCLUDED ORIGINALLY WITHOUT ANY IMPRECISION, INCOMPLETENESS, ERROR, OMISSION, AMBIGUITY, OR INCONSISTENCY IN THE CONTRACT DOCUMENTS AND WITHOUT ANY OTHER ERROR OR OMISSION OF ENGINEER RELATED THERETO. NOTHING IN THIS PROVISION CREATES A PRESUMPTION THAT, OR CHANGES THE PROFESSIONAL LIABILITY STANDARD FOR DETERMINING IF, ENGINEER IS LIABLE FOR THE COST OF COVERED CHANGE ORDERS IN EXCESS OF THE PERCENTAGE OF CONSTRUCTION COST STATED ABOVE OR FOR ANY OTHER CHANGE ORDER. WHEREVER USED IN THIS PARAGRAPH, THE TERM ENGINEER INCLUDES ENGINEER'S OFFICER'S, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND CONSULTANTS.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
 31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
 32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
 33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
 34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
 36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
 37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. NA
- F. Exhibit F, Construction Cost Limit. NA
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. NA
- J. Exhibit J, Special Provisions. NA
- K. Exhibit K, Amendment to Owner-Engineer Agreement. NA

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

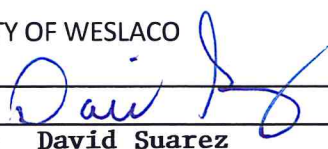
- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF WESLACO

By: 

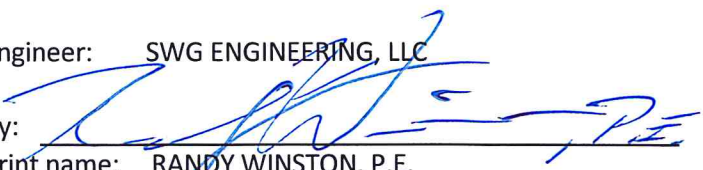
Print name: **David Suarez**

Title: **MAYOR**

Date Signed: **10-15-19**

wcc

Engineer: SWG ENGINEERING, LLC

By: 

Print name: **RANDY WINSTON, P.E.**

Title: **PRESIDENT**

Date Signed: 10/3/2019

Engineer License or Firm's Certificate No. (if required):

70417

State of: **TEXAS**

Address for Owner's receipt of notices:

255 S. Kansas Ave.

Weslaco, Texas 78596

Designated Representative (Paragraph 8.03.A):

Title: **MAYOR**

Phone Number: **956-968-3181, Ext. 1100**

E-Mail Address: **david.suarez@weslacotx.gov**

Address for Engineer's receipt of notices:

SWG ENGINEERING, LLC

611 BILL SUMMERS INTL BLVD

WESLACO, TX 78596

Designated Representative (Paragraph 8.03.A):

Title: **Randy Winston, P.E., President**

Phone Number: **(956) 968-2194**

E-Mail Address: **randy@siglerwinstongreenwood.com**

This is **EXHIBIT A**, consisting of 16 pages,
referred to in and part of the **Agreement
between Owner and Engineer for Professional
Services** dated _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify two alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

Exhibit A – Engineer's Services

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10/2/19

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
14. Perform or provide the following other Study and Report Phase tasks or deliverables:
None included
15. Furnish 5 review copies of the Report and any other Study and Report Phase deliverables to Owner within 60 days of the Effective Date and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

Exhibit A – Engineer's Services

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10/2/19

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 5 copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 21 days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
None
 10. Furnish 5 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 90 days of authorization to proceed with this phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 5 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 21 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

Exhibit A – Engineer's Services

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables: Record Drawings
10. Furnish for review by Owner, its legal counsel, and other advisors, 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 21 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of such documents to Owner within 14 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

Exhibit A – Engineer's Services

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4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: None
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

Exhibit A – Engineer's Services

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional

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10/2/19

judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- 10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - 12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that

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title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: None
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves

more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 - 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
None included
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

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- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

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23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or

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acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.

2. Zoning, deed, and other land use restrictions.
 3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews,

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approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of _____ pages,
referred to in and part of the Agreement between
Owner and Engineer for Professional Services dated
_____, _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 **Compensation for Basic Services** (other than Resident Project Representative) – Lump Sum
Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, (fee also includes PS&E, survey/topo, and survey metes and bounds of five (5) anticipated parcels for right-of-way) except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of **\$392,500.00** based on the attached Engineer’s Opinion of Cost Estimate (Attachment No. 2) and the following estimated distribution of compensation:

a. Study and Report Phase	<u>NA</u>
b. Preliminary Design Phase	<u>\$ 98,125.00</u>
c. Final Design Phase	<u>\$196,250.00</u>
d. Bidding and Negotiating Phase	<u>\$ 58,875.00</u>
e. Construction Phase	<u>\$ 39,250.00</u>
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET RPR-1:
Resident Project Representative – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of **\$42,000.00**. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.
2. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on RPR services to be for four (4) months, five (5) days a week, eight (8) hours a day. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

Exhibit D - Resident Project Representative.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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10/2/19

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to

questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|------------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$ <u>NA</u> |
| 2) Disease, Policy Limit: | \$ <u>NA</u> |
| 3) Disease, Each Employee: | \$ <u>NA</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ <u>2,000,000.00</u> |
| 2) General Aggregate: | \$ <u>2,000,000.00</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ <u>NA</u> |
| 2) General Aggregate: | \$ <u>NA</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ |
| <u>1,000,000.00</u> | |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$ <u>1,000,000.00</u> |
| 2) Annual Aggregate | \$ <u>1,000,000.00</u> |

- g. Other (specify): \$ NA
2. By Owner:
- a. Workers' Compensation: Statutory
- b. Employer's Liability --
- 1) Each Accident \$ NA
- 2) Disease, Policy Limit \$ NA
- 3) Disease, Each Employee \$ NA
- c. General Liability --
- 1) General Aggregate: \$2,000,000.00
- 2) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000.00
- d. Excess Umbrella Liability --
- 1) Each Occurrence: \$ NA
- 2) General Aggregate: \$ NA
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
- Each Accident: \$ 1,000,000.00
- f. Other (specify): \$ NA

B. Additional Insureds:

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

- a. SWG Engineering, LLC
Engineer
 - b. _____
Engineer's Consultant
 - c. _____
Engineer's Consultant
- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
 - 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually approved mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

ATTACHMENT NO. 1

**Engineering and Surveying Services in connection with Storm Water Improvements for
Pleasantview & 11TH Street Drainage Project No. 6.
Scope of Work**

Scope of services shall consist of the following:

Base Design of the 11th & Pleasantview Outfall as depicted in Exhibit No. 1.

The following Items 1-4 shall be designed as funding allows for them within this Project No. 6.

1. Design of proposed crossing as identified as Item No. 1 in Exhibit No. 1.
2. Design of the proposed improved crossing for 18th St. as identified as Item No. 1 in Exhibit No. 1.
3. Design of proposed improved crossing at Pleasantview and Mile 5-3/4 show in Exhibit No. 1.
4. Design of proposed improved crossing at Mile 5 North and FM 1015 as shown in Exhibit No. 1.

ATTACHMENT NO. 2

PRELIMINARY
ENGINEER'S Opinion of COST ESTIMATE

Project: City of Weslaco - Pleasantview Dr. and 11th St Drainage

Description: Alternative Drainage Route

Date: October 2, 2019

Item	Description	Quantity	Unit	Unit Price	Item Total
1.	MOBILIZATION/SITE PREP	1	L.S.	\$75,000.00	\$75,000.00
2.	UTILITY ADJUSTMENT - ASSUMED AT EVERY STREET CROSSING	1	EA	\$25,000.00	\$25,000.00
3.	CHANNEL WIDENING/EXCAVATION (1,400 LF)	9,815	C.Y.	\$12.00	\$117,780.00
4.	DETENTION POND EXCAVATION (PRELIM: SA=3.5 AC; DEPTH = 10')	56,465	C.Y.	\$12.50	\$705,812.50
5.	8' X 4' RCB STORM DRAIN (500 LF X2)	1,000	L.F.	\$400.00	\$400,000.00
6.	ROADWAY REMOVE AND REPLACE (500 LF x 18' WIDE)	1,000	S.Y.	\$50.00	\$50,000.00
7.	TYPE C-C INLET	10	EA	\$4,500.00	\$45,000.00
8.	TYPE A INLET	2	EA	\$4,500.00	\$9,000.00
9.	24" ADS HP STORM SEWER LINE	3,200	L.F.	\$60.00	\$192,000.00
10.	ROADWAY REMOVE AND REPLACE (3200 LF x 5' WIDE)	1,775	S.Y.	\$50.00	\$88,750.00
11.	RE-ESTABLISH DITCH (1,050 LF x 20' WIDE)	3,900	C.Y.	\$12.00	\$46,800.00
12.	IMPROVE DOWNSTREAM DRAINAGE CROSSINGS	4	EA	\$500,000.00	\$2,000,000.00
SUBTOTAL OF CONSTRUCTION COSTS					\$3,755,142.50
CONTINGENCIES @ 10%					\$375,515.00
ESTIMATED CONSTRUCTION COST					\$4,130,657.50
TOTAL ENGINEERING SERVICES, 9.5%					\$392,500.00
RESIDENT PROJECT REPRESENTATIVE					4 MO \$10,500.00 \$42,000.00
PROPERTY ACQUISITION, RDF					3.5 AC \$25,000.00 \$87,500.00
PROPERTY ACQUISITION, DRAINAGE EASEMENT (1,300 LF x 50' WIDE)					1.5 AC \$25,000.00 \$37,250.00
GEOTECHNICAL ENGINEERING (ESTIMATED)					1 LS \$15,000.00 \$15,000.00
CONSTRUCTION TESTING					1 LS \$50,000.00 \$50,000.00
TOTAL ESTIMATED PROJECT COST					\$4,754,907.50

Randy C. Winston, P.E., President
Jose Reyes, P.E., Associate
Sergio Gonzalez, BSCE, Associate

SIGLER, WINSTON, GREENWOOD
& ASSOC.
SWG ENGINEERING, LLC
611 Bill Summers Intl Blvd
Weslaco, TX 78596
O 956.968.2194 F 956.968.8300
Firm Registration No. F-592

Joe B. Winston, Jr., P.E., Exec. VP
Isaac Huacuja, EIT, Associate

October 4, 2019

Re: Proposed IBWC Levee
Improvements; SWG 18-056

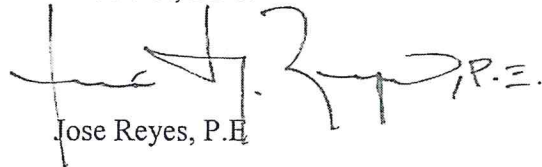
Mr. Mike Perez
City Manager
City of Weslaco
Weslaco, Texas 78550

Dear Mr. Perez:

Enclosed for your use is the Engineer's Opinion of Probable Construction Cost & signed and sealed plans & specifications for IBWC Levee Improvements project.

Please feel free to call me at (956)968-2194 with any questions you may have.

Sincerely,
SIGLER, WINSTON, GREENWOOD
& ASSOC., LLC.


Jose Reyes, P.E.

JR:cz

CITY OF WESLACO

SWG Engineering, LLC
611 Bill Summers International Blvd, Weslaco, TX 78596

Engineer's Opinion of Probable Construction Cost

Entity: City of Weslaco
Date: 10/01/19
Descr: City of Weslaco - Proposed IBWC Levees Improvements
Eng.: Sigler, Winston, Greenwood & Associates
Jose G. Reyes, P.E.

Item No.	Description	Quantity	Unit	Unit Price	Total Cost
	Proposed 6" Topsoil	303	CY	\$ 18.00	\$ 5,454.00
	Levee Embankment (Compacted)	612	CY	\$ 35.00	\$ 21,420.00
	6" Caliche Flexible Base	53	CY	\$ 20.00	\$ 1,060.00
	Levee Bench Excavation	515	CY	\$ 25.00	\$ 12,875.00
	6" Topsoil Removal	240	CY	\$ 18.00	\$ 4,320.00
	Mobilization/Demobilization	1	LS	\$ 3,500.00	\$ 3,500.00
Subtotal of Construction Costs					\$ 48,629.00
Contingency 10. %					\$ 4,862.90
Estimated Construction Cost					\$ 53,491.90

NOTES:

This estimate was prepared with the information available at the time.
The unit prices above include labor, materials, equipment, and incidentals for complete in place installation. This estimate excludes fees in connection to Municipal, State, or Federal permit(s), row. acquisition, utility(ies) relocation, and construction inspection services

Total Estimated Project Cost: \$53,491.90



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3503
From:		
Subject: Discussion and consideration to approve Ordinance 2020-27, adopting the City of Weslaco's budget appropriation for Fiscal Year 2020-2021 commencing October 1, 2020 and ending on September 30, 2021 and authorize the Mayor to execute any related documents. Possible action. (First reading held September 1, 2020; staffed by Finance Department.)		
Background: Local Government Code Chapter 102.007 calls for taking action on the proposed budget after the public Hearing. Public hearing scheduled and held at beginning of meeting this day.		
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: Public Hearing noticed was published in the Advance News Journal.		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Vidal Roman Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends acceptance and approval.		
Attachments, if any: 2020 FY 20-21 Budget Adoption Memo, Proposed Budget book - Final 8.25.20, O2020-27 to adopt budget FY2020-21		
Responsibilities upon Approval: File budget with City Secretary's office as per Local Government Code Section 102.008 and post in the City's Web site.		

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

Date: September 1, 2020

To: Mayor and City Commission
CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Fiscal Year 2020-2021 Budget

The City annually prepares a budget to cover the proposed expenditures in order to provide services to its citizens. The City Manager as budget officer makes certain that a balance budget is presented for approval.

Local Government Code (LGC) Chapter 102.006 calls for a public hearing to be held prior to adoption of the proposed budget and the City has met this element of the law. LGC Section 102.007 states that *"at the conclusion of the public hearing, the governing body of the municipality shall take action on the proposed budget."*

The City Manager here forth presents for filing the City of Weslaco's proposed budget for adoption and filing with City Secretary as set for on LGC Chapter 102 Sec.102.008 (1) and posting on its web site as per Sec. 102.008 (2).

Staff recommends approval of the Fiscal Year 2020-2021 Budget.



City of Weslaco, Texas Proposed Budget Fiscal Year 2020-2021



10/01/2020—09/30/2021

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Table of Contents

Cover Page	1
Elected Officials	3
Administrative Officials	4
Organizational Chart	5
Combined Changes in Fund Balance	6

General Fund

General Fund Revenues	11
General Fund Expenditures	12
Summary by Category	13
Revenues over Expenditures Financial Summary	14
City Commission	18
City Manager	19
City Secretary	20
Finance	21
Human Resources	22
Building Maintenance	23
Information Technology	24
Municipal Court	25
Law	26
Other General Expenditures	27
Police	28
Fire	29
Emergency Medical Services	30
Emergency Management	31
Public Works Administration	32
Streets	33
Drain Ditch Maintenance	34
Fleet Maintenance	35
Engineering	36
Parks & Recreation	37
Library	38
Planning & Code Enforcement	39
Debt Service & Bad Debt Expense	40

Economic Incentives Fund

Revenues over Expenditures Financial Summary	42
--	----

Hotel/Motel Tax Fund

Revenues over Expenditures Financial Summary	46
--	----

Debt Service Fund

Interest & Sinking-Financial Summary	50
Series 2019 I&S -Financial Summary	52

Table of Contents

Capital Improvement Program Fund

Revenues over Expenditures-Financial Summary	56
Capital Projects	58

Fire Equipment Replacement Fund

Revenues over Expenditures-Financial Summary	62
Capital Outlay List	64

Drainage Fund

Revenues over Expenditures-Financial Summary	66
Drainage Projects	67

Water & Wastewater Combined

Revenues over Expenditures-Financial Summary	70
Water Treatment Plant	72
Water Distribution	73
Meter Reader Division	74
Utility Billing	75
Debt Service-Water	76
Wastewater Treatment	77
Wastewater Collection	78
Debt Service-Wastewater	79

Water & Wastewater Combined

Revenues over Expenditures-Financial Summary	82
Capital Outlay Listing	84

Sanitation Fund

Revenues over Expenditures-Financial Summary	86
Solid Waste Collections	88
Transfer Station/Recycling	89
Landfill	90
Brush Collection	91
Debt Service & Bad Debt Expense	92

Airport Fund

Revenues over Expenditures-Financial Summary	94
Airport Operations	97
Airport Grant Expenditures	98

CITY OF WESLACO

ANNUAL OPERATING BUDGET

FOR FISCAL YEAR 2020-2021

This budget will raise more revenue from property taxes than last year's budget by an amount of \$706,779, which is a 5.8% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$516,591

The members of the City Commission voted on the budget as follows:

Date: September 1, 2020 - First Reading of Ordinance;

Time: 5:30 p.m.

Vote Type: Record vote to adopt 2020-2021 Budget

Description: Approval of Ordinance adopting the City of Weslaco's budget appropriation for the fiscal year October 1, 2020 to September 30, 2021.

Result:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparisons

	FY 2020-2021	FY 2019-2020
Property Tax Rate	\$0.6967 per \$100	\$0.6967 per \$100
No-New-Revenue Tax Rate	\$0.6838 per \$100	\$0.6601 per \$100
No-New-Revenue M&O Tax Rate	\$0.5034 per \$100	\$0.5109 per \$100
Voter-Approval Tax Rate	\$0.7036 per \$100	\$0.7167 per \$100
Debt Rate	\$0.1827 per \$100	\$0.1858 per \$100

The total amount of municipal debt obligation secured by property taxes for the City of Weslaco is \$27,650,000. Total amount of outstanding debt obligations considered self-supporting is \$45,880,000. Self-supporting is currently secured by water/wastewater revenues. In the event such amounts are insufficient to pay debt service, the City will be requested to assess an ad valorem tax to pay such obligations.

DRAFT

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Elected Officials



Mayor
David Suarez



District 1
Leo Muñoz



District 2
Greg Kerr



District 3
Jose "JP" Rodriguez



District 4
Adrian Farias



District 5
Mayor Pro-Tem
Letty Lopez

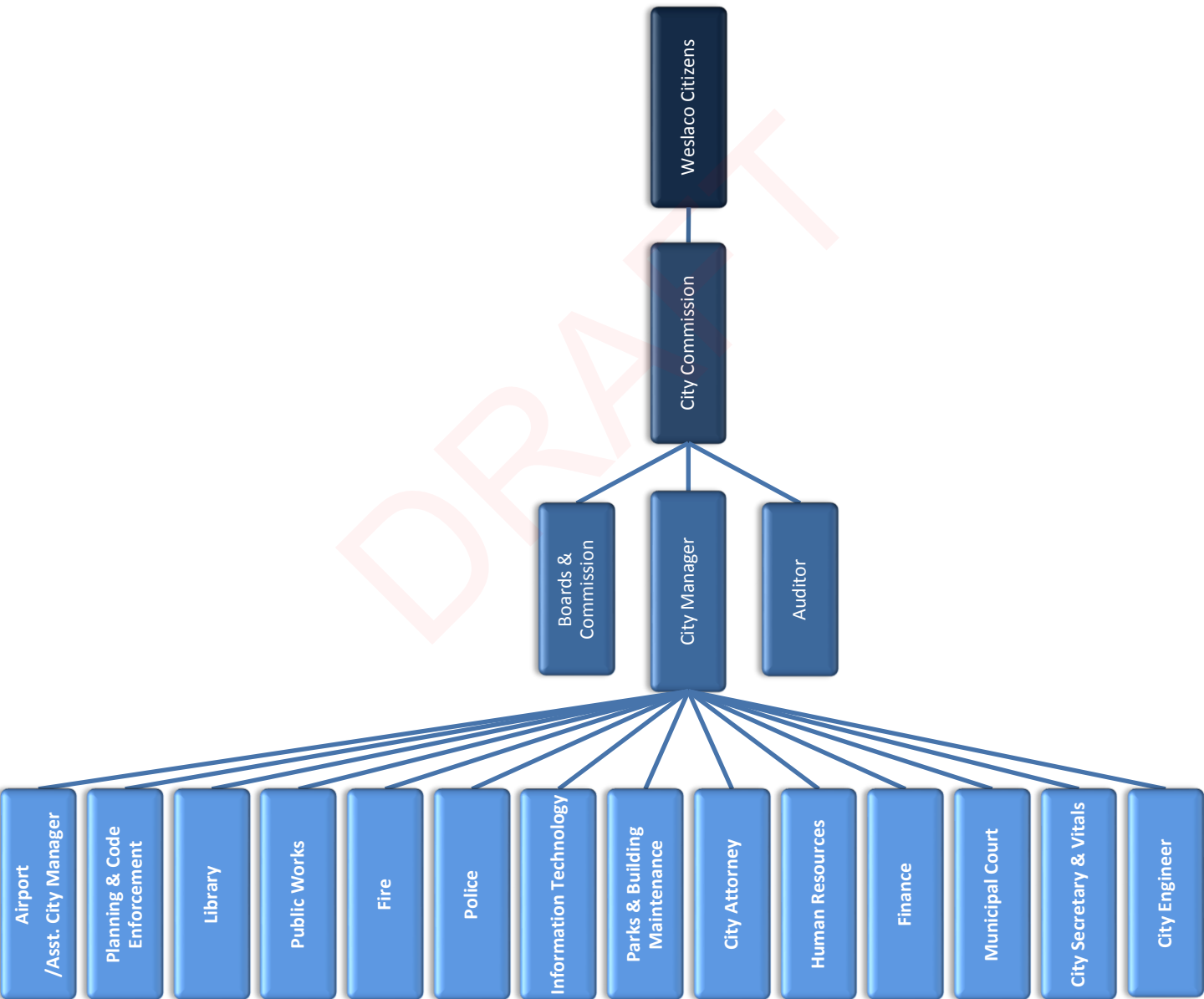


District 6
Josh Pedraza

Administrative Officials

<i>City Manager</i>	Mike R. Perez
<i>Assistant City Manager/ Airport Director</i>	Andrew Muñoz
<i>City Secretary</i>	Norma A. Cantu
<i>City Engineer Director</i>	Alberto J. Aldaña
<i>Planning/Code Enforcement Director</i>	Rebekah De La Fuente
<i>Finance Director</i>	Vidal Roman
<i>Public Works Director</i>	Pedro Garcia Jr.
<i>Interim Human Resources/ Civil Service Director</i>	Andrew Muñoz
<i>Information Technology Director</i>	J. Martin Vela
<i>Parks & Recreation Director</i>	Omar Rodriguez
<i>Chief of Police</i>	Joel Rivera
<i>Fire Chief</i>	Antonio Lopez Jr.
<i>Library Director</i>	Arnold Becho
<i>Municipal Court Administrator</i>	Rosa Huerta
<i>City Attorney</i>	Juan E. Gonzalez

City of Weslaco Organizational Chart



CITY OF WESLACO, TEXAS

Combined Summary of Revenues and Expenditures and Changes in Fund Balance Fiscal Year 2020-2021

	General Fund	Economic Incentives Fund	Hotel/Motel Fund	Capital Improv.Program Fund
Unreserved Fund Balance @ 9/30/19 CAFR Working Capital @ 9/30/19	\$ 7,965,191	\$ (143,608)	\$ 682,675	\$ 1,819,256
Estimated Revenues 2019-2020	27,523,993	-	314,000	194,000
Estimated Expenditures 2019-2020	26,314,523	1,214,888	436,560	3,659,769
Revenues Over/(Under) Expenditures	1,209,470	(1,214,888)	(122,560)	(3,465,769)
Transfers In	1,690,561	993,256	-	1,570,000
Transfers Out	2,502,496	-	-	-
Change in Fund Balance	397,535	(221,632)	(122,560)	(1,895,769)
Estimated Unreserved Fund Balance @ 9/30/20	\$ 8,362,726	\$ (365,240)	\$ 560,115	\$ (76,513)
Estimated Revenues 2020-2021	28,054,890	-	350,000	12,725,000
Estimated Expenditures 2020-2021	27,033,112	978,270	352,135	13,932,593
Revenues Over/(Under) Expenditures	1,021,778	(978,270)	(2,135)	(1,207,593)
Transfers In	1,490,561	978,270	-	1,570,000
Transfers Out	2,323,270	-	-	-
Change in Fund Balance	189,069	-	(2,135)	362,407
Estimated Unreserved Fund Balance @ 9/30/21	\$ 8,551,795	\$ (365,240)	\$ 557,980	\$ 285,894

Fire Dept Eq. Replacement Fund	Drainage Capital Project Fund	Debt Service Fund	Water Wastewater Project Fund	Water/ Wastewater Fund	Solid Waste Fund	Airport Fund
\$ 420,872	\$ 12,917,027	\$ 382,104	\$ -	\$ (1,309,572)	\$ 1,814,618	\$ (502,248)
-	-	3,515,229	-	12,914,578	5,808,558	382,250
330,098	2,982,681	3,377,555	375,800	12,037,140	4,653,927	716,201
(330,098)	(2,982,681)	137,674	(375,800)	877,438	1,154,631	(333,951)
192,000	100,000	-	425,250	629,183	-	250,000
-	-	-	-	1,966,811	1,125,000	-
(138,098)	(2,882,681)	137,674	49,450	(460,190)	29,631	(83,951)
\$ 282,774	\$ 10,034,346	\$ 519,779	\$ 49,450	\$ (1,769,762)	\$ 1,844,249	\$ (586,199)
887,000	-	3,768,251	-	13,752,246	5,437,000	414,100
1,277,261	9,980,950	3,374,653	653,500	11,950,946	4,195,513	709,716
(390,261)	(9,980,950)	393,598	(653,500)	1,801,300	1,241,487	(295,616)
425,000	100,000	-	653,500	500,000	-	250,000
-	-	-	-	2,019,061	1,125,000	-
34,739	(9,880,950)	393,598	-	282,239	116,487	(45,616)
\$ 317,513	\$ 153,396	\$ 913,377	\$ 49,450	\$ (1,487,522)	\$ 1,960,736	\$ (631,815)

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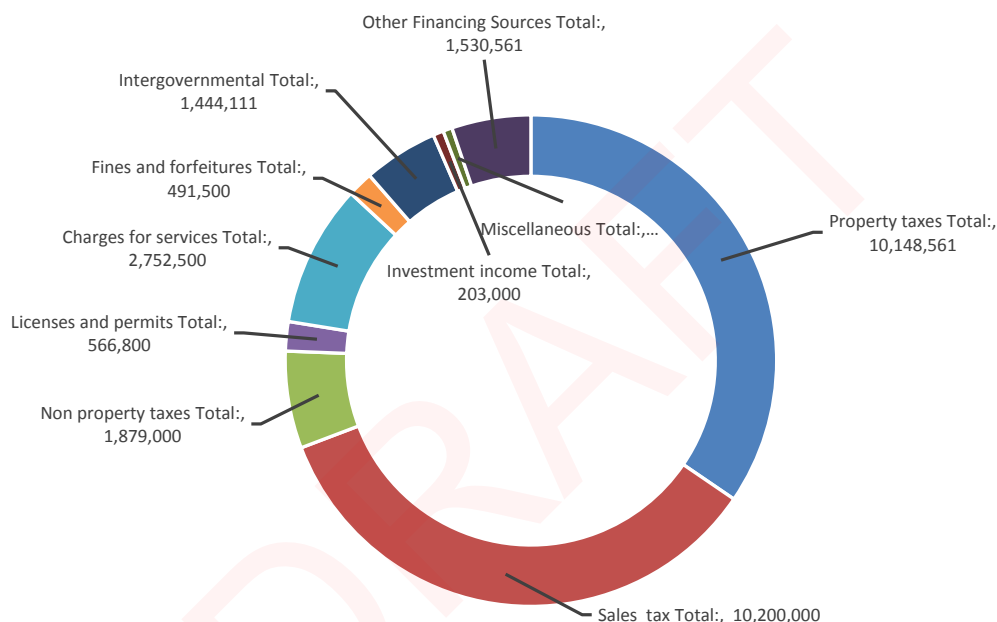
GENERAL FUND

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GENERAL FUND	History		Current			PROPOSED
	2017-2018	2018-2019	2019-2020	2019-2020	2019-2020	Budget
REVENUES	Actual	Actual	Budget	Amended	Estimated	FY 2020-2021
Property taxes Total:	9,367,925	9,320,951	9,834,485	9,834,485	9,364,238	10,148,561
Sales tax Total:	9,356,472	10,063,222	10,100,000	10,100,000	10,000,000	10,200,000
Non property taxes Total:	1,926,341	1,992,390	1,934,797	1,905,797	1,808,173	1,879,000
Licenses and permits Total:	602,841	693,682	574,029	587,029	572,750	566,800
Charges for services Total:	2,100,292	2,914,648	2,888,590	2,493,590	2,392,500	2,752,500
Fines and forfeitures Total:	677,565	490,151	595,116	408,316	385,781	491,500
Intergovernmental Total:	789,845	1,359,923	2,823,773	2,823,773	2,703,960	1,444,111
Investment income Total:	150,237	221,365	203,000	203,000	155,000	203,000
Miscellaneous Total:	912,046	378,912	182,714	205,714	121,591	176,500
Other Financing Sources Total:	5,379,064	1,738,765	1,738,656	1,738,656	1,710,561	1,530,561
REVENUE Total:	31,262,628	29,174,011	30,875,160	30,300,360	29,214,554	29,392,533

Where does the money come from?



Property Tax is established by the value of each property within the City of Weslaco.

The City's property tax rate has two parts:

1. The operations and maintenance rate, which goes into the City's General Fund.

2. The debt service rate, which is based on the revenue needed to make the City's payments for tax-supported debt for major capital equipment, facilities, and infrastructure for streets, parks, police and fire projects.

Sales Tax is levied on sales of goods or services purchased within Weslaco City limits. The combined local and State tax rate is 8.25%

Franchise fees are charged to utility and solid waste companies that require the use of City rights-of way to run transmission lines in order to provide their services. All franchise fees are established by City Commission when the use of right-of-way is requested by the service provider.

Licenses & Permits are permits issued by the City for new construction, plumbing, electrical, demolition, mechanical, food handlers, health permit, etc. and are accounted for in this revenue section.

Municipal Court fees is City's portion of the fines and fees collected for law violations.

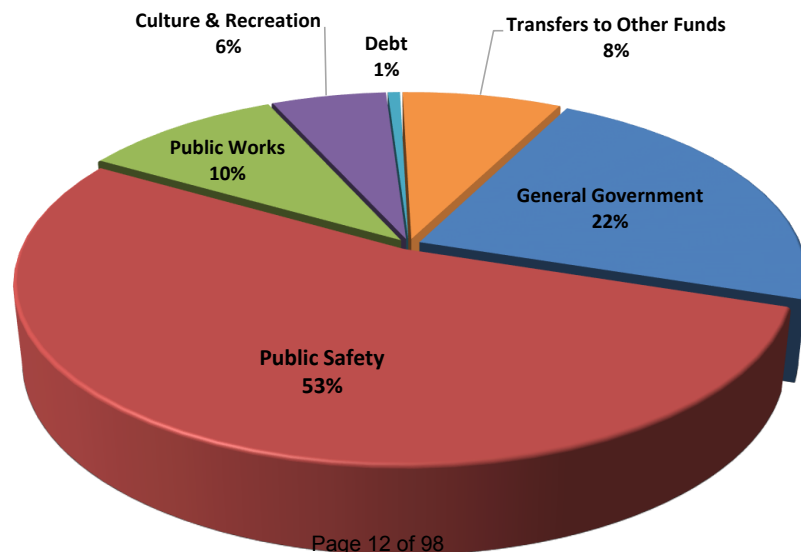
Charges for Services are fees charged for the issuance of death and birth certificates, cemetery charges, sale of cemetery plots, ambulance services, fire inspections, convenience fee charges for credit card usage, etc.

Intergovernmental Revenue consists of monies obtained from other governments including grants and reimbursements for performance of general government functions and specific services.

Transfers In include administrative fees transferred from Enterprise funds.

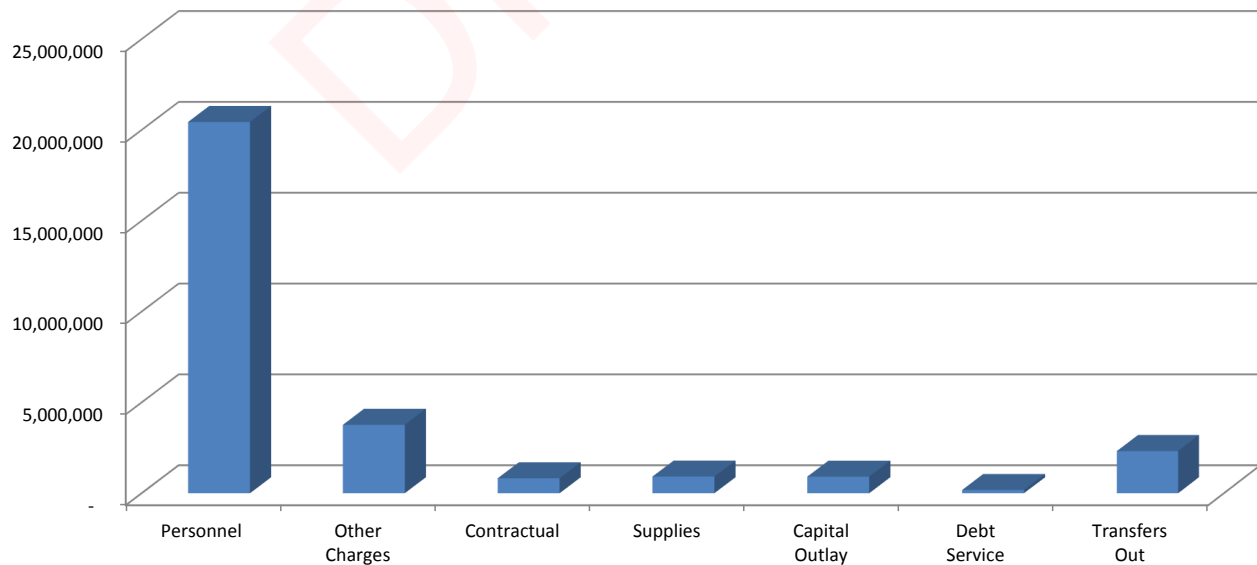
Department	History		Current			PROPOSED
	2017-2018 Actuals	2018-2019 Actuals	2019-2020 Budget	2019-2020 YTD	2019-2020 Estimated	Budget FY 2020-2021
CITY COMMISSION	120,004	106,362	126,097	136,097	117,301	122,397
CITY MANAGER	336,054	345,453	359,920	379,288	366,650	432,474
CITY SECRETARY	362,543	399,662	389,574	369,574	326,538	384,118
FINANCE	838,063	809,344	872,291	867,791	875,627	879,767
HUMAN RESOURCES	262,647	275,370	279,135	290,035	242,882	301,833
BUILDING MAINTENANCE	946,208	875,262	836,008	848,508	824,675	844,531
INFORMATION TECHNOLOGY	717,234	740,021	1,259,786	1,254,786	1,179,573	961,878
MUNICIPAL COURT	226,820	236,398	257,274	257,274	255,127	263,759
LAW	390,030	297,152	313,460	302,460	260,002	291,500
OTHER GENERAL EXPENDITURES	702,035	630,662	682,392	682,392	608,992	694,549
POLICE	7,945,540	8,555,999	8,650,687	9,605,017	8,775,225	8,920,231
FIRE SUPPRESSION	6,139,413	6,109,995	6,279,927	6,589,927	6,473,939	6,394,877
EMERGENCY MEDICAL SERVICE	278,187	285,745	325,900	323,900	319,395	281,185
EMERGENCY MANAGEMENT	180,670	61,028	53,576	165,576	47,637	50,907
PUBLIC WORKS - ADMINISTRATION	256,267	246,266	286,551	285,451	285,298	281,107
STREETS	1,245,434	1,256,150	1,278,145	1,024,065	1,234,647	1,333,329
DRAIN DITCH MAINTENANCE	648,546	656,718	718,592	990,798	758,695	850,748
FLEET MAINTENANCE SHOP	276,879	253,113	362,952	362,952	261,797	394,204
ENGINEERING	-	-	-	-	-	453,069
PARKS AND RECREATION	690,923	505,185	832,881	797,881	717,054	722,867
LIBRARY	787,832	754,020	921,834	872,834	892,441	954,419
PLANNING	1,188,406	1,240,501	1,373,680	1,378,680	1,198,117	1,042,644
DEBT SERVICE	140,101	314,072	292,910	292,910	292,910	176,722
TOTAL OPERATING EXPENDITURES	24,679,837	24,954,476	26,753,572	28,078,196	26,314,523	27,033,112
TRANSFERS OUT						
121-ECONOMIC INCENTIVES	1,025,000	1,160,000	1,040,000	1,035,000	1,024,213	993,256
301-INTEREST & SINKING	350,000	-	-	-	-	-
415-FD EQUIP. REPLACEMENT	249,768	304,124	280,000	220,374	425,000	450,000
410-CIP FUND	600,000	1,300,000	470,000	235,000	470,000	570,000
416-DRAINAGE FUND	-	-	100,000	50,000	100,000	100,000
550-AIRPORT FUND	250,000	250,000	250,000	250,000	250,000	250,000
601-INTERNAL SERVICE FUND	250,000	315,046	104,641	104,641	104,641	-
TRANSFERS OUT	3,329,170	2,444,269	2,363,256	2,603,256	2,502,496	2,323,270
*** TOTAL EXPENDITURES ***	28,009,007	27,398,745	29,116,828	30,681,452	28,817,019	29,356,382

Where does the City spend the money?



GENERAL FUND SUMMARY BY CATEGORY

Department	Personnel	Other Charges	Contractual	Supplies	Capital Outlay	Debt Service	Transfers Out	Total Budget
City Commission	8,397	73,000	10,000	31,000	-	-	-	122,397
City Manager	403,724	18,750	8,000	2,000	-	-	-	432,474
City Secretary	303,769	36,920	30,000	13,429	-	-	-	384,118
Finance	586,953	162,054	123,260	7,000	500	-	-	879,767
Human Resources	240,333	31,900	19,200	7,400	3,000	-	-	301,833
Building Maintenance	379,181	403,300	-	34,050	28,000	-	-	844,531
Information Technology	361,203	443,875	-	5,500	151,300	-	-	961,878
Municipal Court	173,599	8,755	75,300	3,105	3,000	-	-	263,759
Law	-	1,500	290,000	-	-	-	-	291,500
Other General Expenditures	-	694,549	-	-	-	-	2,323,270	3,017,819
Police	8,076,061	433,300	7,000	178,500	225,370	-	-	8,920,231
Fire	5,941,802	175,175	58,000	163,400	56,500	-	-	6,394,877
Emergency Medical Services	-	100,185	40,000	123,000	18,000	-	-	281,185
Emergency Management	17,407	28,000	1,500	4,000	-	-	-	50,907
Public Works-Admin	256,287	16,020	-	8,200	600	-	-	281,107
Streets	559,411	592,815	16,000	75,240	89,863	-	-	1,333,329
Drain Ditch Maintenance	562,368	120,500	38,000	57,000	72,880	-	-	850,748
Fleet Maintenance	266,342	15,812	-	18,850	93,200	-	-	394,204
Engineering	358,969	22,700	30,000	10,100	31,300	-	-	453,069
Parks & Recreation	534,417	120,150	2,000	37,900	28,400	-	-	722,867
Library	608,569	100,050	48,600	111,075	86,125	-	-	954,419
Planning and Code Enforcement	799,944	168,300	25,000	25,800	23,600	-	-	1,042,644
Debt Service	-	-	-	-	-	176,722	-	176,722
	20,438,734	3,767,610	821,860	916,549	911,638	176,722	2,323,270	29,356,382



GENERAL FUND SUMMARY	HISTORY		CURRENT		
	Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020
REVENUE SUMMARY					
Taxes	20,650,738	21,376,563	21,869,282	21,840,282	21,172,411
Licenses and Permits	602,841	693,682	574,029	587,029	572,750
Intergovernmental Revenue	789,845	1,359,923	1,066,753	2,823,773	2,703,960
Charges for Services	2,100,292	2,914,648	2,888,590	2,493,590	2,392,500
Fines and Forfeitures	677,565	490,151	595,116	408,316	385,781
Rev from Use of Money	150,237	221,365	203,000	203,000	155,000
Other Income	5,379,064	1,738,765	1,738,656	1,738,656	1,710,561
Miscellaneous Revenue	912,046	378,912	182,714	205,714	121,591
*** TOTAL REVENUES ***	31,262,628	29,174,011	29,118,140	30,300,360	29,214,554
EXPENDITURE SUMMARY					
City Commission	120,004	106,362	126,097	136,097	117,301
City Manager	336,054	345,453	359,920	379,288	366,650
City Secretary	362,543	399,662	389,574	369,574	326,538
Finance	838,063	809,344	872,291	867,791	875,627
Human Resources	262,647	275,370	279,135	290,035	242,882
Building Maintenance	946,208	875,262	836,008	848,508	824,675
Information Technology	717,234	740,021	1,259,786	1,254,786	1,179,573
Municipal Court	226,820	236,398	257,274	257,274	255,127
Law	390,030	297,152	313,460	302,460	260,002
Other General Expenditures	702,035	630,662	682,392	682,392	608,992
Police	7,945,540	8,555,999	8,650,687	9,605,017	8,775,225
Fire	6,139,413	6,109,995	6,279,927	6,589,927	6,473,939
Emergency Medical Services	278,187	285,745	325,900	323,900	319,395
Emergency Management	180,670	61,028	53,576	165,576	47,637
Public Works-Admin	256,267	246,266	286,551	285,451	285,298
Streets	1,245,434	1,256,150	1,278,145	1,024,065	1,234,647
Drain Ditch Maintenance	648,546	656,718	718,592	990,798	758,695
Fleet Maintenance	276,879	253,113	362,952	362,952	261,797
Engineering	-	-	-	-	-
Parks & Recreation	690,923	505,185	832,881	797,881	717,054
Library	787,832	754,020	921,834	872,834	892,441
Planning and Code Enforcement	1,188,406	1,240,501	1,373,680	1,378,680	1,198,117
Debt Service	140,101	314,072	292,910	292,910	292,910
TOTAL OPERATING EXPENDITURES	24,679,837	24,954,476	26,753,572	28,078,196	26,314,523
TRANSFERS OUT					
121-Economic Incentives	1,160,000	1,245,651	993,256	1,359,256	1,358,496
415-FD Eq. Replacement	304,124	273,976	450,000	444,000	224,000
410-Capital Improv. Program	1,300,000	470,000	570,000	450,000	570,000
416-Drainage	-	100,000	100,000	100,000	100,000
550-Airport	250,000	250,000	250,000	250,000	250,000
601-Internal Service	315,046	104,641	-	-	-
***TOTAL TRANSFERS OUT	3,329,170	2,444,269	2,363,256	2,603,256	2,502,496
*** TOTAL EXPENDITURES ***	28,009,007	27,398,745	29,116,828	30,681,452	28,817,019
REVENUES OVER (UNDER) EXPENDITURES	3,253,621	1,775,266	1,312	(381,090)	397,535

GENERAL FUND SUMMARY	PROPOSED	3 YEAR PLAN		
	Budget FY 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024
REVENUE SUMMARY				
Taxes	22,397,561	21,951,976	22,154,875	22,258,907
Licenses and Permits	566,800	594,321	602,444	609,993
Intergovernmental Revenue	1,427,029	985,211	985,211	985,211
Charges for Services	2,752,500	3,112,145	3,116,293	3,118,160
Fines and Forfeitures	491,500	627,522	638,087	643,708
Rev from Use of Money	203,000	203,000	203,000	203,000
Other Income	1,530,561	1,390,561	1,390,561	1,390,561
Miscellaneous Revenue	176,500	204,547	205,674	206,810
*** TOTAL REVENUES ***	29,545,451	29,069,283	29,296,145	29,416,350
EXPENDITURE SUMMARY				
City Commission	122,397	125,097	125,097	125,097
City Manager	432,474	367,229	367,429	367,429
City Secretary	384,118	379,334	379,934	379,934
Finance	879,767	864,364	865,364	865,364
Human Resources	301,833	276,223	276,623	276,623
Building Maintenance	844,531	809,255	810,155	810,155
Information Technology	961,878	948,585	849,185	849,185
Municipal Court	263,759	254,955	255,255	255,255
Law	291,500	323,460	323,460	323,460
Other General Expenditures	694,549	677,392	677,392	677,392
Police	8,920,231	8,708,337	8,770,448	8,896,944
Fire	6,394,877	6,535,665	6,707,079	6,870,692
Emergency Medical Services	281,185	369,400	299,400	299,400
Emergency Management	50,907	53,214	53,214	53,214
Public Works-Admin	281,107	274,844	279,590	283,219
Streets	1,333,329	1,646,944	1,513,309	1,534,663
Drain Ditch Maintenance	850,748	827,427	849,892	854,103
Fleet Maintenance	394,204	344,872	309,052	307,992
Engineering	453,069	448,428	448,428	448,428
Parks & Recreation	722,867	730,323	721,523	688,523
Library	954,419	945,929	932,029	932,029
Planning and Code Enforcement	1,042,644	1,431,505	1,464,086	1,510,674
Debt Service	176,722	176,853	176,853	78,818
TOTAL OPERATING EXPENDITURES	27,033,112	27,519,635	27,454,797	27,688,593
TRANSFERS OUT				
121-Economic Incentives	978,270	113,021	115,281	117,281
415-FD Eq. Replacement	425,000	500,000	500,000	500,000
410-Capital Improv. Program	570,000	550,000	550,000	550,000
416-Drainage	100,000	-	-	-
550-Airport	250,000	250,000	250,000	250,000
601-Internal Service	-	-	-	-
***TOTAL TRANSFERS OUT	2,323,270	1,413,021	1,415,281	1,417,281
*** TOTAL EXPENDITURES ***	29,356,382	28,932,656	28,870,078	29,105,874
REVENUES OVER (UNDER) EXPENDITURES	189,069	136,627	426,067	310,476

		HISTORY		CURRENT			PROPOSED
REVENUES		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
101-4000-401100	CURRENT ADVALOREM TAX	8,828,490	8,836,325	9,343,124	9,343,124	9,026,503	10,018,561
101-4000-401130	SPECIAL INVENTORY	144	1	-	-	-	-
101-4000-401200	DELINQ ADVALOREM TAX	323,420	268,194	295,500	295,500	187,735	170,000
101-4000-401900	INT & PENALTY ON TAXES	215,871	216,430	195,861	195,861	150,000	130,000
Property taxes Total:		9,367,925	9,320,951	9,834,485	9,834,485	9,364,238	10,318,561
101-4000-413000	SALES TAX	9,356,472	10,063,222	10,100,000	10,100,000	10,000,000	10,200,000
101-4000-413200	ALCOHOLIC BEV TAX	98,837	97,209	102,778	79,778	80,000	80,000
101-4000-413220	BINGO TAX	1,152	1,679	2,000	5,000	3,000	3,000
101-4000-414010	FRANCHISE AEP	899,447	881,217	875,000	875,000	838,602	840,000
101-4000-414020	MAGIC VALLEY ELEC	229,535	241,439	245,000	250,000	250,000	250,000
101-4000-414100	FRANCHISE TEXAS GAS SERVICE	94,763	99,117	96,000	96,000	94,052	96,000
101-4000-414200	FRANCHISE GTE/ VERIZON	33,804	28,066	44,519	30,519	30,519	40,000
101-4000-414300	FRANCHISE TIME WARNER CABLE	347,011	410,778	327,000	327,000	300,000	327,000
101-4000-414500	ALLIED WASTE MGT	172,717	177,395	175,000	175,000	170,000	175,000
101-4000-414510	GREASE TRAP FRANCHISE	21,792	30,129	30,000	30,000	20,000	30,000
101-4000-414600	MISC. FRANCHISE FEES	27,283	25,360	37,500	37,500	22,000	38,000
Non property taxes Total:		11,282,813	12,055,612	12,034,797	12,005,797	11,808,173	12,079,000
101-4000-421000	OCCUPATIONAL LICENSES	28,228	23,960	37,457	37,457	38,000	38,000
101-4000-422000	BUILDING PERMITS	237,539	300,434	250,000	250,000	250,000	250,000
101-4000-422010	SUBDIVISION FEES	63,939	50,881	30,111	30,111	28,000	30,000
101-4000-422020	CONDITIONAL USE PERMIT APPL	2,400	4,200	4,203	4,203	3,000	4,000
101-4000-422022	REZONING APPLICATION FEE	5,400	5,548	6,500	6,500	2,500	3,000
101-4000-422024	BOARD OF ADJ & APPEALS	5,220	8,764	9,000	9,000	6,000	6,000
101-4000-422030	ELEC & PLBG PERMITS	119,783	141,763	100,000	140,000	140,000	110,000
101-4000-422050	POLICE & FIRE ALARM PERMI	9,950	7,275	11,450	5,450	5,450	6,000
101-4000-422060	GAME ROOM MACHINE PERMIT	3,130	1,730	2,000	2,000	3,000	3,000
101-4000-422100	HEALTH PERMITS	46,458	50,775	46,000	25,000	25,000	40,000
101-4000-422205	WRECKER PERMITS	1,455	1,810	1,733	1,733	1,800	1,800
101-4000-422300	OTHER PERMITS	79,339	96,543	75,575	75,575	70,000	75,000
Licenses and permits Total:		602,841	693,682	574,029	587,029	572,750	566,800
101-4000-431150	REV-SALES TAX ADMIN FEE	1,823	137	1,047	1,047	1,000	1,000
101-4000-431160	CEMETERY CHARGES	16,430	23,079	25,000	25,000	17,500	20,000
101-4000-431165	SALE OF CEMETARY PLOTS	33,388	49,456	39,140	39,140	31,000	25,000
101-4000-431320	VITAL STATISTICS	124,607	136,913	132,442	132,442	108,000	130,000
101-4000-431330	DEATH CERTIFICATES	6,275	5,247	5,457	5,457	4,500	5,000
101-4000-431390	PUBLIC INFORMATION REQUESTS	8,551	6,749	7,356	7,356	6,500	7,000
101-4000-432110	REPORTS & FINGERPRINTS	13,456	14,115	13,040	13,040	8,000	10,000
101-4000-432510	FIRE MARSHALL INSPECTIONS	30,629	30,736	26,500	26,500	25,000	20,000
101-4000-432520	AMBULANCE CONTRACTS-E.M.S.	125,000	155,000	150,000	150,000	150,000	150,000
101-4000-432540	RURAL FIRE PAYMENTS	240,695	269,180	250,000	250,000	210,000	250,000
101-4000-432610	AMBULANCE FEES	1,362,343	1,824,726	1,800,000	1,400,000	1,400,000	1,700,000
101-4000-434210	RECREATIONAL ACTIVITIES	7,750	2,850	7,725	7,725	2,000	7,500
101-4000-435240	REV-DEMO & CLNG VCNT LOTS	25,930	40,488	22,383	27,383	27,000	25,000
101-4000-435600	ANIMAL SHELTER REVENUE	95,132	345,565	400,000	400,000	400,000	400,000
101-4000-437200	PROCESSING FEE-ONLINE	8,174	10,320	8,500	8,500	2,000	2,000
101-4000-439010	OVER/UNDER	109	87	-	-	-	-
Charges for services Total:		2,100,292	2,914,648	2,888,590	2,493,590	2,392,500	2,752,500
101-4000-441100	CORPORATION COURT FINES	438,925	311,984	376,934	265,934	266,000	300,000
101-4000-441201	CIVIL JUSTICE FEE	25	17	-	-	-	-
101-4000-441203	CITY JUDICIAL SUPPORT FINE	2,662	1,894	2,891	1,691	1,648	2,500
101-4000-441204	LOCAL OMNI BASE FEE	3,522	3,010	4,474	2,474	2,474	3,000
101-4000-441205	TIME PAYMENT REVENUE	2,691	2,297	3,779	2,179	2,179	3,000
101-4000-441207	SPECIAL EXPENSE FEE	85,863	59,310	76,000	40,000	40,280	70,000

		HISTORY		CURRENT			PROPOSED
REVENUES		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
101-4000-441210	COURT FINES (WARRANTS)	84,593	73,468	85,000	50,000	45,000	80,000
101-4000-441220	SHARE/REIM POLICE DPT FIN	45,924	27,153	35,000	35,000	22,000	25,000
101-4000-441230	TRAFFIC & CHILD SAFETY	6,921	4,430	4,738	4,738	2,200	4,000
101-4000-441340	LIBRARY FINES	6,439	6,588	6,300	6,300	4,000	4,000
Fines and forfeitures Total:		677,565	490,151	595,116	408,316	385,781	491,500
101-4000-450010	INTERGOVERNMENTAL REVENUE	778,099	1,345,393	14,700	822,579	901,689	449,553
101-4000-450010	COVID-19 HIDALGO COUNTY REIMB.				949,141	949,141	-
101-4000-450010	WEDC	-	-	207,734	207,734	207,734	103,867
101-4000-450200	VIOLENT CRIME TASK FORCE	11,746	14,530	18,344	18,344	18,042	18,042
101-4000-450205	US MARSHALLS-TASK FORCE	-	-	15,000	15,000	15,000	15,000
101-4000-450210	COPS HIRING GRANT	-	-	160,000	160,000	73,205	-
101-4000-450215	LBSP-LOCAL BORDER STAR	-	-	80,000	80,000	50,000	95,000
101-4000-450216	DEA-HIGH INTENSITY DRUG TRAFFIC	-	-	18,344	18,344	11,649	18,649
101-4000-450217	ICE-TASK FORCE	-	-	-	-	7,500	15,000
101-4000-451111	STONEGARDEN GRANT	-	-	150,000	150,000	85,000	230,000
101-4000-451255	SAFER GRANT	-	-	-	-	-	96,918
101-4000-453210	WESLACO ISD	-	-	402,631	402,631	385,000	385,000
Intergovernmental Total:		789,845	1,359,923	1,066,753	2,823,773	2,703,960	1,427,029
101-4000-460100	INTEREST EARNED	69,873	90,995	93,000	93,000	75,000	93,000
101-4000-460300	INTEREST ON INVESTMENTS	80,364	130,370	110,000	110,000	80,000	110,000
Investment income Total:		150,237	221,365	203,000	203,000	155,000	203,000
101-4000-471100	PROPERTY RENTAL	6,600	7,100	12,000	4,000	4,000	10,000
101-4000-471110	PROPERTY RENTAL-CITY HALL	2,183	8,281	735	735	-	500
101-4000-471200	BLDG PERMIT(RENTAL)	27,565	25,495	32,365	32,365	14,000	15,000
101-4000-471410	LIBRARY FACILITY RENTALS	3,825	1,682	3,367	3,367	1,500	25,000
101-4000-471430	PARK FACILITY RENTALS	39,845	31,691	57,500	33,500	23,000	50,000
101-4000-472100	ROYALTIES	592	582	583	583	200	500
101-4000-473810	INSURANCE CLAIM PAYMENTS	135,471	5,523	-	40,000	-	-
101-4000-473812	WORKERS' COMP. REIMBURSEMENT	16,666	32,524	15,000	15,000	18,571	15,000
101-4000-473820	SETTLEMENT PROCEEDS	538,325	-	-	-	-	-
101-4000-474420	PARK LAND DEDICATION	60,000	-	-	-	-	-
101-4000-476310	DONATIONS/CONTRIBUTIONS	1,000	-	15,457	15,457	-	15,000
101-4000-476340	DONATIONS-ANIMAL SHELTER	50	180	20	20	300	-
101-4000-476345	LIBRARY DONATIONS	13	8,780	687	687	20	500
101-4000-478900	OTHER REVENUE	3,441	-	-	-	-	-
101-4000-478910	MISCELLANEOUS REVENUE	76,470	257,075	45,000	60,000	60,000	45,000
Miscellaneous Total:		912,046	378,912	182,714	205,714	121,591	176,500
101-4000-490100	TRANSFER FROM OTHER FUNDS	1,242,973	1,690,561	1,690,561	1,690,561	1,690,561	
101-4000-490501	TRANSFER FROM WATER	-	-	-	-	-	695,171
101-4000-490508	TRANSFER FROM WASTEWATER	-	-	-	-	-	670,390
101-4000-490540	TRANSFER FROM SOLID WASTE	-	-	-	-	-	125,000
101-4000-492010	PROCEEDS SALE OF ASSETS	92,117	48,204	48,095	48,095	20,000	40,000
101-4000-493000	OTHER FINANCING SOURCE	4,043,974	-	-	-	-	-
Other Financing Sources Total:		5,379,064	1,738,765	1,738,656	1,738,656	1,710,561	1,530,561
REVENUE Total:		31,262,628	29,174,011	29,118,140	30,300,360	29,214,554	29,545,451

	History		Current			Proposed
	Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
CITY COMMISSION						
101-5100-510015 REGULAR MEETINGS	7,850	6,233	6,600	6,600	6,600	6,600
101-5100-510017 EXTRA MEETINGS	975	1,756	1,200	1,200	1,200	1,200
101-5100-511140 FICA TAX	539	513	484	484	484	484
101-5100-511150 MEDICARE TAX	127	120	113	113	113	113
Personal services Total:	9,491	8,622	8,397	8,397	8,397	8,397
101-5100-522010 COMMUNICATIONS	1,424	1,021	2,200	2,200	1,500	1,500
101-5100-522043 TRAVEL AND TRAINING	18,361	27,025	30,000	30,000	15,000	30,000
101-5100-522240 ADVERTISING	13,126	4,951	7,000	7,000	4,000	7,000
101-5100-522242 COMMUNITY PROMOTION	-	-	5,000	5,000	5,000	5,000
101-5100-522320 COPYING EXPENSES	956	1,445	1,500	1,500	1,500	1,500
101-5100-522440 POSTAGE	1	-	-	-	-	-
101-5100-522520 MEMBERSHIP & SUBSCRIPTION	29,015	27,824	28,000	28,000	28,000	28,000
Other charges Total:	62,883	62,265	73,700	73,700	55,000	73,000
101-5100-533010 PROFESSIONAL SERVICES	27,125	4,285	10,000	20,000	19,900	10,000
101-5100-533016 PUBLIC EDUCATION & GOVERNME	-	-	-	-	-	-
Contractual services Total:	27,125	4,285	10,000	20,000	19,900	10,000
101-5100-544001 OFFICE SUPPLIES	493	1,130	800	800	804	800
101-5100-544045 OTHER SUPPLIES	5,208	39	1,200	1,200	1,200	200
101-5100-544046 MISCELLANEOUS	14,804	28,796	32,000	32,000	32,000	30,000
101-5100-548050 EQUIPMENT	-	-	-	-	-	-
Supplies Total:	20,505	29,966	34,000	34,000	34,004	31,000
101-5100-550110 OFFICE FURNITURE-EQUIPMENT	-	1,224	-	-	-	-
Capital outlay Total:	-	1,224	-	-	-	-
CITY COMMISSION Total:	120,004	106,362	126,097	136,097	117,301	122,397

		History		Current			Proposed
		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
CITY MANAGER							
101-5101-510010	EXEMPT WAGES	192,000	193,189	198,000	219,200	215,600	271,600
101-5101-510020	NON-EXEMPT WAGES	44,165	44,507	44,723	44,723	51,000	43,846
101-5101-510025	PART-TIME WAGES	-	1,223	-	-	5,984	-
101-5101-510030	TEMPORARY WAGES	6,886	10,296	11,440	11,440	-	-
101-5101-510080	OVERTIME	770	1,036	200	200	1,500	200
101-5101-511100	GROUP HEALTH INSURANCE	11,312	9,023	10,178	11,477	12,396	18,871
101-5101-511110	RETIREMENT HEALTH SAVINGS CO	-	19,262	20,317	20,317	22,607	20,317
101-5101-511120	PENSION CONTRIBUTION	39,660	21,043	21,135	21,506	22,620	27,019
101-5101-511140	FICA TAX	10,930	11,626	12,361	12,690	13,649	15,980
101-5101-511150	MEDICARE TAX	3,367	3,571	3,676	3,753	3,977	4,577
101-5101-511160	WORKERS COMP INSURANCE	894	451	1,140	1,169	1,140	563
101-5101-511180	UNEMPLOYMENT TAX	345	168	750	813	750	750
Personal services Total:		310,328	315,394	323,920	347,288	351,223	403,724
101-5101-522010	COMMUNICATIONS	1,641	1,858	3,000	3,000	1,100	2,000
101-5101-522043	TRAVEL AND TRAINING	7,418	13,135	12,000	8,000	2,000	12,000
101-5101-522320	COPYING EXPENSES	2,442	3,620	3,000	3,000	3,000	2,500
101-5101-522440	POSTAGE	16	116	500	500	250	250
101-5101-522520	MEMBERSHIP & SUBSCRIPTION	2,200	2,213	3,500	3,500	2,000	2,000
101-5101-522810	OTHER SERVICES	-	380	-	-	-	-
Other charges Total:		13,718	21,323	22,000	18,000	8,350	18,750
101-5101-533010	PROFESSIONAL SERVICES	7,982	5,121	10,000	10,000	5,000	8,000
Contractual services Total:		7,982	5,121	10,000	10,000	5,000	8,000
101-5101-544001	OFFICE SUPPLIES	672	1,703	1,500	1,500	500	1,000
101-5101-544045	OTHER SUPPLIES	508	1,912	-	-	-	-
101-5101-544046	MISCELLANEOUS	-	-	1,000	1,000	250	1,000
101-5101-548050	EQUIPMENT	-	-	-	-	-	-
Supplies Total:		1,180	3,615	2,500	2,500	750	2,000
101-5101-550110	OFFICE FURNITURE-EQUIPMENT	2,846	-	1,500	1,500	1,327	-
Capital Outlay Total:		2,846	-	1,500	1,500	1,327	-
CITY MANAGER Total:		336,054	345,453	359,920	379,288	366,650	432,474

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
CITY SECRETARY'S OFFICE		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5103-510010	EXEMPT WAGES	77,460	54,011	72,300	72,300	61,000	70,930
101-5103-510020	NON-EXEMPT WAGES	142,746	159,988	155,810	135,810	130,500	155,350
101-5103-510080	OVERTIME	2,809	1,079	1,600	1,600	1,100	1,000
101-5103-511100	GROUP HEALTH INSURANCE	33,936	24,658	30,534	30,534	24,500	37,741
101-5103-511120	PENSION CONTRIBUTION	18,234	17,550	20,003	20,003	16,000	19,455
101-5103-511140	FICA TAX	13,145	13,364	14,308	14,308	11,343	14,091
101-5103-511150	MEDICARE TAX	3,074	3,125	3,266	3,266	2,700	3,296
101-5103-511160	WORKERS COMP INSURANCE	840	429	1,014	1,014	700	406
101-5103-511180	UNEMPLOYMENT TAX	972	54	1,500	1,500	500	1,500
Personal services Total:		293,215	274,259	300,335	280,335	248,343	303,769
101-5103-522010	COMMUNICATIONS	1,598	1,199	2,219	2,219	1,600	2,000
101-5103-522043	TRAVEL AND TRAINING	7,394	3,539	10,460	6,460	4,000	10,460
101-5103-522090	RECORDING DEEDS	880	1,544	2,000	2,000	1,700	1,700
101-5103-522240	ADVERTISING	3,998	7,313	6,000	6,000	5,300	5,000
101-5103-522320	COPYING EXPENSES	1,350	1,511	1,800	1,800	1,200	1,800
101-5103-522440	POSTAGE	3,160	1,718	3,000	3,000	3,000	3,000
101-5103-522520	MEMBERSHIP & SUBSCRIPTION	743	138	610	610	610	610
101-5103-522636	MAINT-VEHICLES	819	962	1,500	1,500	800	1,500
101-5103-522801	RECORDS RETENTION	9,905	-	6,500	6,500	3,600	6,500
101-5103-522810	OTHER SERVICES	25	-	-	9,000	8,735	-
101-5103-522860	REMOTE ACCESS	2,207	2,275	3,000	3,000	3,000	3,000
101-5103-522920	BANK & CREDIT CARD SERVICES	1,350	1,535	1,350	1,350	1,350	1,350
Other charges Total:		33,429	21,732	38,439	43,439	34,895	36,920
101-5103-533010	PROFESSIONAL SERVICES	19,599	89,731	30,000	25,000	30,000	-
101-5103-533011	ELECTIONS	-	-	-	-	-	30,000
Contractual services Total:		19,599	89,731	30,000	25,000	30,000	30,000
101-5103-544001	OFFICE SUPPLIES	6,041	7,017	8,000	8,000	8,000	7,279
101-5103-544012	CLOTHING & LINENS	405	575	450	450	450	450
101-5103-544042	CODE BOOK-CODIFICATION	4,310	5,870	5,500	5,500	4,000	5,500
101-5103-544045	OTHER SUPPLIES	115	110	200	200	200	200
101-5103-548050	EQUIPMENT	-	-	-	-	-	-
Supplies Total:		10,870	13,572	14,150	14,150	12,650	13,429
101-5103-550100	CAPITAL OUTLAY	-	-	6,000	6,000	-	-
101-5103-550110	OFFICE FURNITURE-EQUIPMENT	5,430	368	650	650	650	-
Capital outlay Total:		5,430	368	6,650	6,650	650	-
CITY SECRETARY Total:		362,543	399,662	389,574	369,574	326,538	384,118

		History		Current		Proposed	
FINANCE		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
101-5106-510010	EXEMPT WAGES	154,018	126,805	146,646	146,646	150,750	147,606
101-5106-510020	NON-EXEMPT WAGES	289,707	292,878	291,232	280,232	288,845	288,472
101-5106-510025	PART-TIME WAGES	-	2,073	10,504	10,504	10,000	-
101-5106-510030	TEMPORARY WAGES	-	3,017	-	-	-	10,822
101-5106-510080	OVERTIME	6,080	3,076	1,000	1,000	700	1,000
101-5106-511100	GROUP HEALTH INSURANCE	55,762	43,484	50,890	50,890	51,032	62,902
101-5106-511120	PENSION CONTRIBUTION	36,726	34,502	38,179	38,179	41,430	38,340
101-5106-511140	FICA TAX	26,444	25,554	27,986	27,986	28,042	27,770
101-5106-511150	MEDICARE TAX	6,184	5,976	6,392	6,392	6,558	6,495
101-5106-511160	WORKERS COMP INSURANCE	1,611	832	1,984	1,984	1,000	797
101-5106-511180	UNEMPLOYMENT TAX	1,620	208	2,750	2,750	2,500	2,750
Personal services Total:		578,153	538,405	577,563	566,563	580,857	586,953
101-5106-522010	COMMUNICATIONS	2,553	1,991	2,500	2,500	2,000	2,000
101-5106-522043	TRAVEL AND TRAINING	14,122	9,438	10,780	10,780	7,500	10,780
101-5106-522240	ADVERTISING	455	848	1,500	1,500	1,200	1,400
101-5106-522320	COPYING EXPENSES	2,666	2,079	3,000	3,000	2,500	3,000
101-5106-522440	POSTAGE	3,245	4,236	1,250	1,250	2,500	2,000
101-5106-522520	MEMBERSHIP & SUBSCRIPTION	6,974	1,327	2,364	2,364	2,300	2,400
101-5106-522580	HIDALGO COUNTY APPR UNIT	107,771	111,299	132,474	132,474	132,474	132,474
101-5106-522631	MAINT-OFFICE MACHINES	486	-	-	-	-	-
101-5106-522810	OTHER SERVICES	1,646	6,561	1,900	13,900	15,000	8,000
Other charges Total:		139,917	137,780	155,768	167,768	165,474	162,054
101-5106-533002	CONTRACT TAX OFFICE	48,564	48,564	46,260	46,260	46,260	46,260
101-5106-533010	PROFESSIONAL SERVICES	64,531	76,182	84,000	78,500	75,000	77,000
Contractual services Total:		113,095	124,746	130,260	124,760	121,260	123,260
101-5106-544001	OFFICE SUPPLIES	5,480	7,558	6,200	6,200	5,500	6,200
101-5106-544012	CLOTHING & LINENS	187	724	300	300	300	300
101-5106-544045	OTHER SUPPLIES	233	131	700	700	500	500
101-5106-548050	EQUIPMENT			-	-	-	-
Supplies Total:		5,900	8,413	7,200	7,200	6,300	7,000
101-5106-550100	CAPITAL OUTLAY	-	-	-	-	1,736	-
101-5106-550110	OFFICE FURNITURE-EQUIPMENT	999	-	1,500	1,500	-	500
Capital Outlay Total:		999	-	1,500	1,500	1,736	500
FINANCE Total:		838,063	809,344	872,291	867,791	875,627	879,767

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
HUMAN RESOURCES		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5109-510010	EXEMPT WAGES	73,663	74,708	74,831	72,731	68,612	4,000
101-5109-510020	NON-EXEMPT WAGES	101,869	102,884	103,216	103,216	85,500	173,376
101-5109-510025	PART-TIME WAGES	1,479	4,623	-	-	-	-
101-5109-510080	OVERTIME	2,263	1,415	1,000	4,000	3,750	1,000
101-5109-511100	GROUP HEALTH INSURANCE	22,624	18,045	20,356	20,356	16,500	31,451
101-5109-511120	PENSION CONTRIBUTION	14,536	14,607	15,576	15,576	14,500	15,269
101-5109-511140	FICA TAX	10,311	10,830	11,150	11,150	10,100	11,059
101-5109-511150	MEDICARE TAX	2,412	2,533	2,546	2,546	2,000	2,586
101-5109-511160	WORKERS COMP INSURANCE	643	329	790	790	500	342
101-5109-511180	UNEMPLOYMENT TAX	648	41	1,000	1,000	500	1,250
Personal services Total:		230,448	230,015	230,465	231,365	201,962	240,333
101-5109-522010	COMMUNICATIONS	2,236	2,067	2,500	2,500	1,000	2,000
101-5109-522043	TRAVEL AND TRAINING	6,680	15,408	8,700	8,700	6,000	8,700
101-5109-522240	ADVERTISING	-	293	800	800	800	800
101-5109-522320	COPYING EXPENSES	3,098	3,654	6,500	6,500	5,000	6,000
101-5109-522440	POSTAGE	202	619	400	400	400	400
101-5109-522520	MEMBERSHIP & SUBSCRIPTION	10,044	3,668	6,190	6,190	6,000	5,000
101-5109-522628	MAINT-OTHER	-	-	-	-	-	-
101-5109-522810	OTHER SERVICES	6,436	9,477	11,160	11,160	9,000	9,000
Other charges Total:		28,695	35,184	36,250	36,250	28,200	31,900
101-5109-533010	PROFESSIONAL SERVICES	63	459	5,000	8,000	5,000	19,200
Contractual services Total:		63	459	5,000	8,000	5,000	19,200
101-5109-544001	OFFICE SUPPLIES	1,545	1,792	2,020	2,020	2,000	2,000
101-5109-544012	CLOTHING & LINENS	195	-	500	500	500	500
101-5109-544016	MOTOR FUEL & LUBE	-	13	-	-	320	-
101-5109-544026	EDUCATIONAL SUPPLIES	1,543	4,967	4,900	1,900	4,900	4,900
101-5109-544045	OTHER SUPPLIES	-	50	-	-	-	-
101-5109-548050	EQUIPMENT	-	-	-	-	-	-
Supplies Total:		3,282	6,822	7,420	4,420	7,720	7,400
101-5109-550100	CAPITAL OUTLAY	-	-	-	-	-	-
101-5109-550110	OFFICE FURNITURE-EQUIPMENT	159	2,889	-	10,000	-	3,000
Capital Outlay Total:		159	2,889	-	10,000	-	3,000
HUMAN RESOURCES Total:		262,647	275,370	279,135	290,035	242,882	301,833

		History		Current		Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated
		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020
BUDGET MAINTENANCE						Budget
						FY 2020-2021
101-5110-510010	EXEMPT WAGES	-	-	-	-	-
101-5110-510020	NON-EXEMPT WAGES	228,521	227,042	231,810	231,810	221,339
101-5110-510025	PART-TIME WAGES	20,818	16,032	18,034	18,034	18,034
101-5110-510080	OVERTIME	18,479	7,913	7,000	7,000	7,000
101-5110-511100	GROUP HEALTH INSURANCE	43,653	32,032	40,712	40,712	36,434
101-5110-511120	PENSION CONTRIBUTION	20,206	19,172	22,344	22,344	19,256
101-5110-511140	FICA TAX	16,402	15,508	15,989	15,989	15,275
101-5110-511150	MEDICARE TAX	3,836	3,627	3,659	3,659	3,572
101-5110-511160	WORKERS COMP INSURANCE	11,141	6,205	13,930	13,930	6,500
101-5110-511180	UNEMPLOYMENT TAX	1,519	176	2,500	2,500	1,700
Personal services Total:		364,574	327,706	355,978	355,978	329,111
101-5110-522010	COMMUNICATIONS	1,921	1,338	2,000	2,000	799
101-5110-522043	TRAVEL AND TRAINING	320	185	300	300	206
101-5110-522300	EQUIPMENT RENTAL	3,435	2,948	4,000	4,000	-
101-5110-522380	UTILITIES	392,047	428,824	346,000	346,000	359,656
101-5110-522440	POSTAGE	-	5	-	-	1
101-5110-522520	MEMBERSHIP & SUBSCRIPTION	-	-	-	-	-
101-5110-522626	MAINT-BUILDING	31,432	29,590	30,000	36,000	46,070
101-5110-522627	MAINT-ALARMS	4,914	5,324	6,500	6,500	4,808
101-5110-522628	MAINT-OTHER	3,845	3,930	3,500	3,500	849
101-5110-522629	MAINT-PARKS	-	-	-	1,500	1,554
101-5110-522633	MAINT-GAS PUMP	-	-	-	-	-
101-5110-522634	MAINT-MACHINERY	1,217	3,019	1,000	1,000	173
101-5110-522636	MAINT-VEHICLES	4,015	4,798	6,000	6,000	1,311
101-5110-522639	MAINT-RADIOS	4,033	924	1,000	1,000	1,584
101-5110-522641	MAINT-HEAT & A/C	11,501	13,333	9,000	14,000	16,626
101-5110-522651	MAINT-ELEVATOR	5,341	6,213	5,000	5,000	4,566
101-5110-522656	TERMITING	5,033	3,210	2,000	2,000	3,573
101-5110-522810	OTHER SERVICES	5,589	2,530	300	300	1,440
Other charges Total:		474,643	506,173	416,600	429,100	443,215
101-5110-533010	PROFESSIONAL SERVICES	61,540	-	-	-	-
Contractual services Total:		61,540	-	-	-	-
101-5110-544001	OFFICE SUPPLIES	204	178	500	500	500
101-5110-544005	JANITOR SUPPLIES	21,048	21,130	18,000	18,000	17,048
101-5110-544012	CLOTHING & LINENS	6,829	5,112	5,150	5,150	7,179
101-5110-544016	MOTOR FUEL & LUBE	7,491	6,279	5,750	5,750	2,506
101-5110-544020	MINOR TOOLS	1,304	649	1,030	1,030	1,579
101-5110-544025	CHEMICALS	-	-	-	-	-
101-5110-544040	LANDSCAPING	3,065	-	-	-	-
101-5110-544045	OTHER SUPPLIES	3,543	2,153	3,000	3,000	1,294
101-5110-548050	EQUIPMENT	-	-	-	-	-
Supplies Total:		43,483	35,500	33,430	33,430	30,105
101-5110-550100	CAPITAL OUTLAY	-	-	30,000	30,000	22,245
101-5110-550110	OFFICE FURNITURE-EQUIPMENT	1,967	5,883	-	-	-
101-5110-554240	VEHICLES	-	-	-	-	-
Capital outlay Total:		1,967	5,883	30,000	30,000	22,245
BUILDING MAINTENANCE Total:		946,208	875,262	836,008	848,508	824,675
						844,531

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
INFORMATION TECHNOLOGY		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5111-510010	EXEMPT WAGES	74,560	88,764	79,230	146,592	159,163	173,980
101-5111-510020	NON-EXEMPT WAGES	152,039	158,591	183,826	116,464	98,951	98,951
101-5111-510080	OVERTIME	3,437	416	3,000	3,000	-	3,000
101-5111-511100	GROUP HEALTH INSURANCE	25,513	25,017	30,534	30,534	27,447	37,741
101-5111-511120	PENSION CONTRIBUTION	18,764	20,218	23,171	23,171	21,487	23,620
101-5111-511140	FICA TAX	13,687	14,587	16,572	16,572	14,800	17,108
101-5111-511150	MEDICARE TAX	3,201	3,412	3,783	3,783	3,500	4,001
101-5111-511160	WORKERS COMP INSURANCE	2,362	1,315	2,870	2,870	1,200	1,302
101-5111-511180	UNEMPLOYMENT TAX	1,072	216	1,500	1,500	750	1,500
Personal services Total:		294,635	312,537	344,486	344,486	327,298	361,203
101-5111-522010	COMMUNICATIONS	66,310	66,843	81,700	81,700	77,000	81,700
101-5111-522043	TRAVEL AND TRAINING	4,935	7,407	10,000	5,000	4,000	8,000
101-5111-522320	COPYING EXPENSES	1,584	1,168	1,500	1,500	1,300	1,500
101-5111-522440	POSTAGE	40	44	100	100	50	100
101-5111-522520	MEMBERSHIP & SUBSCRIPTION	777	-	825	825	825	825
101-5111-522635	MAINT-COMPUTER EQUIP	2,562	12,000	6,000	6,000	4,000	5,000
101-5111-522636	MAINT-VEHICLES	62	447	1,000	1,000	1,000	1,000
101-5111-522780	COMPUTER VENDOR SUPPORT	296,887	273,695	564,675	564,675	520,000	344,750
101-5111-522810	OTHER SERVICES	1,570	507	1,500	1,500	800	1,000
Other charges Total:		374,727	362,111	667,300	662,300	608,975	443,875
101-5111-544001	OFFICE SUPPLIES	-	-	500	500	500	500
101-5111-544012	CLOTHING & LINENS	199	564	700	700	500	700
101-5111-544016	MOTOR FUEL & LUBE	301	303	300	300	300	300
101-5111-544045	OTHER SUPPLIES	2,406	3,556	5,000	5,000	3,000	4,000
101-5111-548050	EQUIPMENT	-	-	-	-	-	-
Supplies Total:		2,906	4,423	6,500	6,500	4,300	5,500
101-5111-550100	CAPITAL OUTLAY	-	-	235,000	235,000	235,000	-
101-5111-550110	OFFICE FURNITURE-EQUIPMENT	44,966	60,950	6,500	6,500	4,000	-
101-5111-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	151,300
Capital outlay Total:		44,966	60,950	241,500	241,500	239,000	151,300
INFORMATION TECHNOLOGY Total:		717,234	740,021	1,259,786	1,254,786	1,179,573	961,878

		History		Current		Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated
		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020
MUNICIPAL COURT						Budget
						FY 2020-2021
101-5120-510010	EXEMPT WAGES	52,161	52,471	52,898	52,898	52,898
101-5120-510020	NON-EXEMPT WAGES	51,415	51,606	51,809	51,809	51,810
101-5120-510025	PART-TIME WAGES	-	14,427	28,071	28,071	27,521
101-5120-510080	OVERTIME	46	14	1,000	1,000	100
101-5120-511100	GROUP HEALTH INSURANCE	16,968	13,534	15,267	15,267	15,267
101-5120-511120	PENSION CONTRIBUTION	8,454	8,494	9,243	9,243	9,243
101-5120-511140	FICA TAX	6,185	7,213	8,332	8,332	8,332
101-5120-511150	MEDICARE TAX	1,446	1,687	1,904	1,904	1,904
101-5120-511160	WORKERS COMP INSURANCE	380	245	590	590	590
101-5120-511180	UNEMPLOYMENT TAX	486	36	1,000	1,000	1,000
Personal services Total:		137,541	149,727	170,114	170,114	168,664
101-5120-522010	COMMUNICATIONS	478	363	500	500	363
101-5120-522043	TRAVEL AND TRAINING	1,460	1,841	2,210	2,210	1,210
101-5120-522240	ADVERTISING	-	-	391	391	391
101-5120-522320	COPYING EXPENSES	1,719	1,588	654	654	1,588
101-5120-522440	POSTAGE	1,050	1,249	700	700	1,249
101-5120-522520	MEMBERSHIP & SUBSCRIPTION	86	23	300	300	23
101-5120-522920	BANK & CREDIT CARD SERVICES	3,763	2,392	3,000	3,000	2,392
Other charges Total:		8,556	7,456	7,755	7,755	7,216
101-5120-533010	PROFESSIONAL SERVICES	-	-	300	300	300
101-5120-533030	CITY JUDGE	75,000	75,000	75,000	75,000	75,000
Contractual services Total:		75,000	75,000	75,300	75,300	75,300
101-5120-544001	OFFICE SUPPLIES	3,785	4,072	3,455	3,455	3,455
101-5120-544012	CLOTHING & LINENS	-	-	350	350	350
101-5120-544045	OTHER SUPPLIES	103	142	300	300	142
101-5120-548050	EQUIPMENT	-	-	-	-	-
Supplies Total:		3,888	4,215	4,105	4,105	3,947
101-5120-550110	OFFICE FURNITURE-EQUIPMENT	1,835	-	-	-	-
Capital outlay Total:		1,835	-	-	-	-
MUNICIPAL COURT Total:		226,820	236,398	257,274	257,274	255,127
						263,759

		History		Current			Proposed
LAW		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
101-5125-522010	COMMUNICATIONS	(2)	-	960	960	-	-
101-5125-522043	TRAVEL AND TRAINING	1,244	1,117	2,000	1,000	-	1,500
101-5125-522440	POSTAGE	-	-	-	-	2	-
Other charges Total:		1,243	1,117	2,960	1,960	2	1,500
101-5125-533023	CITY ATTORNEY RETAINER	271,570	227,861	180,000	180,000	180,000	180,000
101-5125-533027	SPECIAL CASES	57,218	8,100	70,000	60,000	20,000	50,000
101-5125-533029	MUNICIPAL COURT PROSECUTOR	60,000	60,000	60,000	60,000	60,000	60,000
Contractual services Total:		388,787	295,961	310,000	300,000	260,000	290,000
101-5125-544001	OFFICE SUPPLIES	-	73	500	500	-	-
101-5125-548050	EQUIPMENT	-	-	-	-	-	-
Supplies Total:		-	73	500	500	-	-
LAW Total:		390,030	297,152	313,460	302,460	260,002	291,500

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
OTHER GENERAL EXPENDITURES		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5140-522080	INSURANCE & BONDS	351,680	374,353	350,000	350,000	352,100	359,157
101-5140-522097	CONTINGENCY	129,120	27,147	100,000	100,000	25,000	100,000
101-5140-522920	BANK & CREDIT CARD SERVICES	12,857	17,111	15,000	15,000	17,000	18,000
101-5140-527506	SPECIAL ACTIVITIES	986	4,660	10,000	10,000	7,500	10,000
101-5140-528476	CONTRIB BOYS & GIRLS CLUB	50,000	50,000	75,000	75,000	75,000	75,000
101-5140-528478	LRGVDC (RIO TRANSIT)	30,000	30,000	30,000	30,000	30,000	30,000
101-5140-528490	CONTRIB-WESLACO MUSEUM	63,100	63,100	63,100	63,100	63,100	63,100
101-5140-528495	CONTRIB-STC TRANSPORTATION	39,292	39,292	39,292	39,292	39,292	39,292
101-5140-528496	WESLACO 100 COMMITTEE	25,000	25,000	-	-	-	-
Other charges Total:		702,035	630,662	682,392	682,392	608,992	694,549
101-5140-580000	TRANSFERS TO OTHER FUNDS	3,079,170	2,194,269	2,113,256	-	2,252,496	-
101-5140-581121	121-ECONOMIC INCENTIVES	-	-	-	1,359,256	-	978,270
101-5140-580415	415-FD EQUIP. REPLACEMENT	-	-	-	444,000	-	425,000
101-5140-580410	410-CIP FUND	-	-	-	450,000	-	570,000
101-5140-580416	416-DRAINAGE FUND	-	-	-	100,000	-	100,000
101-5140-580550	550-AIRPORT FUND	250,000	250,000	250,000	250,000	250,000	250,000
Other Financing Uses Total:		3,329,170	2,444,269	2,363,256	2,603,256	2,502,496	2,323,270
OTHER GENERAL EXPENDITURE Total:		4,031,205	3,074,931	3,045,648	3,285,648	3,111,488	3,017,819

		History		Current			Proposed
POLICE		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
101-5202-510010	EXEMPT WAGES	556,756	586,687	596,570	596,570	596,570	605,128
101-5202-510020	NON-EXEMPT WAGES	732,750	738,229	807,694	807,694	702,296	874,728
101-5202-510040	CERTIFIED WAGES	3,542,152	3,908,480	4,135,354	4,135,354	4,124,171	4,294,652
101-5202-510045	CIVIL SERVICE	78,259	75,274	78,620	78,620	73,473	80,180
101-5202-510080	OVERTIME	281,557	253,152	200,000	360,000	300,000	200,000
101-5202-510090	OVERTIME GRANTS	156,602	242,902	263,000	263,000	250,000	200,000
101-5202-511100	GROUP HEALTH INSURANCE	523,553	442,762	554,701	554,701	497,707	691,922
101-5202-511120	PENSION CONTRIBUTION	436,776	475,606	529,062	529,062	526,046	535,401
101-5202-511140	FICA TAX	316,502	349,533	378,666	378,666	374,884	387,791
101-5202-511150	MEDICARE TAX	74,021	81,746	86,532	86,532	87,674	90,693
101-5202-511160	WORKERS COMP INSURANCE	141,638	165,780	234,213	234,213	150,000	87,567
101-5202-511180	UNEMPLOYMENT TAX	16,305	1,689	27,250	27,250	23,000	28,000
Category: 51 - Personal services Total:		6,856,871	7,321,840	7,891,662	8,051,662	7,705,821	8,076,061
101-5202-522010	COMMUNICATIONS	56,102	51,140	55,000	55,000	60,600	55,000
101-5202-522043	TRAVEL AND TRAINING	43,126	71,080	70,000	70,000	70,000	85,000
101-5202-522044	TRAVEL AND TRAINING-LEOSE	390	(85)	-	-	5,021	-
101-5202-522045	TUITION REIMBURSEMENT	6,659	14,749	10,000	10,000	10,000	10,000
101-5202-522046	TRANSPORT-SECTION	-	1,076	1,000	1,000	1,000	1,000
101-5202-522080	INSURANCE & BONDS	-	-	-	-	1,473	-
101-5202-522240	ADVERTISING	4,442	9,192	8,000	8,000	8,000	6,000
101-5202-522320	COPYING EXPENSES	8,217	9,501	9,800	9,800	9,720	9,800
101-5202-522360	SUPPORT OF PERSONS	8,879	8,924	11,000	11,000	11,100	11,000
101-5202-522380	UTILITIES	33,124	34,293	33,000	33,000	35,000	33,000
101-5202-522440	POSTAGE	2,646	1,199	1,500	1,500	1,500	2,000
101-5202-522520	MEMBERSHIP & SUBSCRIPTION	21,234	33,421	25,000	25,000	28,000	60,500
101-5202-522626	MAINT-BUILDINGS	6,654	12,482	15,000	15,000	7,990	15,000
101-5202-522628	MAINT-OTHER	2,674	3,132	3,000	3,000	5,500	8,000
101-5202-522636	MAINT-VEHICLES	87,125	88,080	100,000	100,000	90,000	90,000
101-5202-522639	MAINT-RADIOS	21,569	21,365	28,300	28,300	28,000	30,000
101-5202-522740	PURCHASE OF INFORMATION	2,000	2,000	3,000	3,000	3,000	3,000
101-5202-522810	OTHER SERVICES	10,580	449,071	14,000	14,000	350,000	14,000
Category: 52 - Other charges Total:		315,421	810,621	387,600	387,600	725,904	433,300
101-5202-533010	PROFESSIONAL SERVICES	8,015	10,122	7,000	7,000	5,000	7,000
101-5202-533025	ATTORNEY & LEGAL FEES	275	-	-	-	-	-
Category: 53 - Contractual services Total:		8,290	10,122	7,000	7,000	5,000	7,000
101-5202-544001	OFFICE SUPPLIES	18,452	13,801	12,000	12,000	15,000	12,000
101-5202-544012	CLOTHING & LINENS	16,986	37,013	30,000	30,000	20,000	30,000
101-5202-544016	MOTOR FUEL & LUBE	133,750	150,355	120,000	120,000	90,000	100,000
101-5202-544022	LAB & PHOTO SUPPLIES	4,284	3,745	6,000	6,000	6,000	6,000
101-5202-544026	EDUCATIONAL SUPPLIES	6,085	5,307	6,000	6,000	8,000	6,000
101-5202-544037	FIREARMS CERTIFICATION	13,748	12,407	16,500	16,500	16,500	16,500
101-5202-544045	OTHER SUPPLIES	8,459	9,006	8,000	8,000	8,000	8,000
101-5202-548050	EQUIPMENT	-	-	-	-	60,000	-
Category: 54 - Supplies Total:		201,763	231,635	198,500	198,500	223,500	178,500
101-5202-550100	CAPITAL OUTLAY	450,000	-	109,150	642,150	115,000	168,370
101-5202-550110	OFFICE FURNITURE-EQUIPMENT	113,194	181,781	56,775	56,775	-	57,000
101-5202-554130	COMPUTER HARDWARE/SOFTWAR	-	-	-	19,800	-	-
101-5202-554131	TOOLS AND EQUIPMENT	-	-	-	168,890	-	-
101-5202-554240	VEHICLES	-	-	-	72,640	-	-
Category: 55 - Capital outlay Total:		563,194	181,781	165,925	960,255	115,000	225,370
Department: 5202 - POLICE Total:		7,945,540	8,555,999	8,650,687	9,605,017	8,775,225	8,920,231

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
FIRE		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5206-510010	EXEMPT WAGES	93,261	96,524	102,696	102,696	102,696	102,696
101-5206-510020	NON-EXEMPT WAGES	54,993	56,602	57,050	57,050	57,050	57,283
101-5206-510040	CERTIFIED WAGES	3,584,101	3,713,247	3,838,795	3,838,795	3,838,795	3,988,299
101-5206-510080	OVERTIME	617,837	544,389	350,000	660,000	600,000	350,000
101-5206-511100	GROUP HEALTH INSURANCE	387,791	315,170	371,497	371,497	371,497	465,475
101-5206-511105	RETIREE HEALTH INSURANCE	195	2,345	2,442	2,442	2,442	3,043
101-5206-511120	PENSION CONTRIBUTION	4,500	4,270	4,963	4,963	4,963	4,903
101-5206-511125	FIREMENS PENSION CONTRIB.	509,963	531,046	514,931	514,931	544,979	532,919
101-5206-511129	CITY'S CONTRIB TO PENSION	6,594	6,594	-	-	-	-
101-5206-511140	FICA TAX	259,051	267,684	269,656	269,656	285,110	278,893
101-5206-511150	MEDICARE TAX	60,584	62,603	63,009	63,009	66,679	65,225
101-5206-511160	WORKERS COMP INSURANCE	99,330	60,637	151,634	151,634	67,500	74,315
101-5206-511180	UNEMPLOYMENT TAX	11,551	933	18,000	18,000	18,000	18,750
Personal services Total:		5,689,752	5,662,045	5,744,673	6,054,673	5,959,710	5,941,802
101-5206-522010	COMMUNICATIONS	11,936	12,479	16,000	16,000	15,000	15,000
101-5206-522043	TRAVEL AND TRAINING	43,574	41,310	44,550	44,550	35,000	44,550
101-5206-522047	TRAINING HAZMAT	800	-	800	800	800	800
101-5206-522240	ADVERTISING	906	312	1,000	1,000	-	1,000
101-5206-522320	COPYING EXPENSES	3,121	3,121	3,500	3,500	2,000	3,500
101-5206-522330	PRINTING	-	185	500	500	250	500
101-5206-522380	UTILITIES	22,153	22,850	21,000	21,000	21,000	20,000
101-5206-522440	POSTAGE	303	440	625	625	500	625
101-5206-522520	MEMBERSHIP & SUBSCRIPTION	13,095	12,007	14,200	14,200	15,000	14,200
101-5206-522626	MAINT-BUILDING	-	-	-	-	-	-
101-5206-522628	MAINT-OTHER	20,503	23,969	20,000	20,000	20,000	20,000
101-5206-522631	MAINT-OFFICE MACHINES	-	-	-	-	-	-
101-5206-522632	MAINT-APPARATUS	56,155	51,303	35,000	35,000	35,000	35,000
101-5206-522636	MAINT-VEHICLES	1,435	3,222	3,000	3,000	3,000	3,000
101-5206-522639	MAINT-RADIOS	6,973	6,699	5,000	5,000	4,000	5,000
101-5206-522810	OTHER SERVICES	3,303	3,888	3,000	3,000	2,000	3,000
101-5206-522820	CERTIFICATION & LICENSES	11,996	3,090	9,000	9,000	8,000	9,000
Other charges Total:		196,253	184,873	177,175	177,175	161,550	175,175
101-5206-533010	PROFESSIONAL SERVICES	6,013	58,168	58,000	58,000	58,000	58,000
Contractual services Total:		6,013	58,168	58,000	58,000	58,000	58,000
101-5206-544001	OFFICE SUPPLIES	6,155	5,171	6,200	6,200	6,200	6,200
101-5206-544012	CLOTHING & LINENS	50,628	48,308	50,000	50,000	52,000	52,000
101-5206-544015	BUNKER GEAR	64,461	53,129	60,000	60,000	55,000	60,000
101-5206-544016	MOTOR FUEL & LUBE	41,340	42,199	35,000	35,000	34,000	35,000
101-5206-544020	MINOR TOOLS	497	782	1,000	1,000	500	1,000
101-5206-544022	LAB & PHOTO SUPPLIES	-	-	200	200	-	200
101-5206-544025	CHEMICALS	2,040	5,676	4,000	4,000	4,000	4,000
101-5206-544026	EDUCATIONAL SUPPLIES	4,000	3,560	4,000	4,000	3,500	4,000
101-5206-544045	OTHER SUPPLIES	913	2,118	1,000	1,000	800	1,000
Supplies Total:		170,035	160,942	161,400	161,400	156,000	163,400
101-5206-550100	CAPITAL OUTLAY	-	-	81,929	81,929	81,929	-
101-5206-550110	OFFICE FURNITURE-EQUIPMENT	77,360	43,966	56,750	56,750	56,750	-
101-5206-554131	TOOL AND EQUIPMENT	-	-	-	-	-	56,500
Capital outlay Total:		77,360	43,966	138,679	138,679	138,679	56,500
FIRE Total:		6,139,413	6,109,995	6,279,927	6,589,927	6,473,939	6,394,877

		History		Current		Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated
		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020
						Budget
						FY 2020-2021
EMERGENCY MEDICAL SERVICES						
101-5208-522043	TRAVEL AND TRAINING	26,136	20,968	21,000	18,000	8,000
101-5208-522080	INSURANCE & BONDS	37,245	38,874	30,000	30,000	30,000
101-5208-522320	COPYING EXPENSES	2,121	2,216	2,000	2,000	2,000
101-5208-522440	POSTAGE	613	306	-	-	10
101-5208-522520	MEMBERSHIP & SUBSCRIPTION	18,001	15,834	16,400	16,400	19,000
101-5208-522628	MAINT-OTHER	3,359	2,881	4,000	4,000	4,000
101-5208-522636	MAINT-VEHICLES	16,472	14,223	18,000	18,000	20,000
101-5208-522639	MAINT-RADIOS	2,374	2,999	3,000	3,000	1,500
101-5208-522820	CERTIFICATION & LICENSES	6,361	6,293	5,000	5,000	3,500
Other charges Total:		112,682	104,593	99,400	96,400	88,010
101-5208-533010	PROFESSIONAL SERVICES	-	-	-	-	-
101-5208-533020	CONSULTANT	40,000	40,000	40,000	40,000	40,000
Contractual services Total:		40,000	40,000	40,000	40,000	40,000
101-5208-544001	OFFICE SUPPLIES	2,475	2,015	1,500	1,500	1,500
101-5208-544016	MOTOR FUEL & LUBE	35,330	33,224	30,000	30,000	27,000
101-5208-544021	MEDICAL SUPPLIES	37,765	53,439	49,000	49,000	49,000
101-5208-544026	EDUCATIONAL SUPPLIES	4,264	2,946	4,000	4,000	500
101-5208-544045	OTHER SUPPLIES	36,044	33,565	40,000	40,000	40,000
Supplies Total:		115,877	125,188	124,500	124,500	118,000
101-5208-550100	CAPITAL OUTLAY	-	-	45,000	46,000	55,848
101-5208-550110	OFFICE FURNITURE-EQUIPMENT	9,628	15,964	17,000	17,000	17,537
101-5208-554131	TOOL AND EQUIPMENT			-	-	-
Capital Outal Total		9,628	15,964	62,000	63,000	73,385
EMERGENCY MEDICAL SERVICE Total:		278,187	285,745	325,900	323,900	319,395
						281,185

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
EMERGENCY MANAGEMENT		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5209-510025	PART-TIME WAGES	8,124	11,708	15,912	15,912	15,912	15,912
101-5209-510080	OVERTIME	-	-	-	2,000	511	-
101-5209-511140	FICA TAX	509	741	991	991	991	987
101-5209-511150	MEDICARE TAX	119	173	253	253	253	231
101-5209-511160	WORKERS COMP INSURANCE	57	29	70	70	70	28
101-5209-511180	UNEMPLOYMENT TAX	75	65	250	250	250	250
Personal services Total:		8,885	12,716	17,476	19,476	17,987	17,407
101-5209-522010	COMMUNICATIONS	4,991	4,871	6,000	6,000	6,000	5,000
101-5209-522043	TRAVEL AND TRAINING	5,877	3,379	4,000	4,000	3,000	4,000
101-5209-522320	COPYING EXPENSES	-	-	-	-	150	-
101-5209-522520	MEMBERSHIP & SUBSCRIPTION	26,365	6,115	7,000	7,000	6,000	7,000
101-5209-522623	MAINT-STREETS FORCE ACCT	-	-	-	-	-	-
101-5209-522626	MAINT-BUILDING	7,000	-	-	-	-	-
101-5209-522628	MAINT-OTHER	755	2,216	1,000	1,000	1,000	1,000
101-5209-522636	MAINT-VEHICLES	1,711	1,400	2,000	2,000	-	2,000
101-5209-522637	MAINT-GENERATORS	-	3,742	7,000	7,000	7,000	7,000
101-5209-522639	MAINT-RADIOS	1,898	2,952	2,000	2,000	1,000	2,000
Other charges Total:		48,596	24,675	29,000	29,000	24,150	28,000
101-5209-533010	PROFESSIONAL SERVICES	1,507	-	1,500	1,500	1,000	1,500
101-5209-533013	CONTRACTUAL SERVICES-DISASTER	27,060	-	-	-	-	-
Contractual services Total:		28,567	-	1,500	1,500	1,000	1,500
101-5209-544001	OFFICE SUPPLIES	198	818	200	200	200	200
101-5209-544012	CLOTHING & LINENS	765	1,984	800	800	800	800
101-5209-544016	MOTOR FUEL & LUBE	3,297	7,759	3,500	3,500	3,000	3,000
101-5209-544045	OTHER SUPPLIES	528	272	-	110,000	-	-
101-5209-544046	MISCELLANEOUS	-	-	-	-	-	-
101-5209-544105	OTHER SUPPLIES-DISASTER	76,872	11,364	-	-	-	-
Supplies Total:		81,662	22,197	4,500	114,500	4,000	4,000
101-5209-550100	CAPITAL OUTLAY	-	-	-	-	-	-
101-5209-550110	EQUIPMENT/OFFICE FURNITURE	12,961	1,441	1,100	1,100	500	-
101-5209-554130	COMPUTER HARDWARE/SOFTWAR	-	-	-	-	-	-
101-5209-554131	MINOR TOOL/EQUIPMENT	-	-	-	-	-	-
101-5209-554240	VEHICLES	-	-	-	-	-	-
Capital outlay Total:		12,961	1,441	1,100	1,100	500	-
EMERGENCY MANAGEMENT Total:		180,670	61,028	53,576	165,576	47,637	50,907

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
PUBLIC WORKS ADMINISTRATION							
101-5300-510010	EXEMPT WAGES	121,802	115,714	131,299	131,299	135,000	137,560
101-5300-510020	NON-EXEMPT WAGES	60,234	60,521	60,508	60,508	58,000	59,664
101-5300-510080	OVERTIME	1,396	996	500	500	500	500
101-5300-511100	GROUP HEALTH INSURANCE	21,827	18,029	20,356	20,356	20,756	25,161
101-5300-511120	PENSION CONTRIBUTION	14,980	14,462	16,732	16,732	17,183	16,925
101-5300-511140	FICA TAX	10,951	10,797	12,017	12,017	12,250	12,259
101-5300-511150	MEDICARE TAX	2,561	2,525	2,734	2,734	2,875	2,867
101-5300-511160	WORKERS COMP INSURANCE	677	345	849	849	500	351
101-5300-511180	UNEMPLOYMENT TAX	648	36	1,000	1,000	750	1,000
Personal services Total:		235,075	223,424	245,995	245,995	247,814	256,287
101-5300-522010	COMMUNICATIONS	3,365	3,454	4,000	4,000	3,785	4,000
101-5300-522043	TRAVEL AND TRAINING	3,129	1,913	4,000	2,500	3,000	4,000
101-5300-522240	ADVERTISING	-	-	-	-	351	500
101-5300-522320	COPYING EXPENSES	2,510	2,568	2,800	2,800	3,490	3,500
101-5300-522440	POSTAGE	8	24	100	100	90	100
101-5300-522520	MEMBERSHIP & SUBSCRIPTION	-	-	420	420	420	420
101-5300-522636	MAINT-VEHICLES	1,150	3,783	4,600	4,600	720	2,600
101-5300-522810	OTHER SERVICES	2,188	1,837	900	1,300	890	900
Other charges Total:		12,350	13,579	16,820	15,720	12,746	16,020
101-5300-544001	OFFICE SUPPLIES	1,666	1,245	1,800	1,800	2,010	2,000
101-5300-544012	CLOTHING & LINENS	387	457	500	500	1,365	1,000
101-5300-544016	MOTOR FUEL & LUBE	4,336	5,651	3,500	3,500	2,835	3,500
101-5300-544045	OTHER SUPPLIES	1,454	1,405	1,700	1,700	1,295	1,700
Supplies Total:		7,842	8,758	7,500	7,500	7,505	8,200
101-5300-550100	CAPITAL OUTLAY	-	-	15,136	15,136	16,136	-
101-5300-550110	OFFICE FURNITURE-EQUIPMENT	1,000	504	1,100	1,100	1,097	600
Capital Outlay Total:		1,000	504	16,236	16,236	17,233	600
PUBLIC WORKS ADMIN Total:		256,267	246,266	286,551	285,451	285,298	281,107

				Current		Proposed	
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
STREETS		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5304-510010	EXEMPT WAGES	-		-	-	-	-
101-5304-510020	NON-EXEMPT WAGES	371,533	370,070	376,907	376,907	360,000	383,661
101-5304-510080	OVERTIME	42,666	28,812	10,000	10,000	18,000	10,000
101-5304-511100	GROUP HEALTH INSURANCE	72,822	53,604	71,246	71,246	69,000	88,063
101-5304-511120	PENSION CONTRIBUTION	33,879	32,549	33,700	33,700	31,000	33,697
101-5304-511140	FICA TAX	25,602	25,067	24,098	24,098	23,500	24,407
101-5304-511150	MEDICARE TAX	5,987	5,863	5,504	5,504	5,481	5,708
101-5304-511160	WORKERS COMP INSURANCE	32,632	16,941	40,531	40,531	15,000	10,375
101-5304-511180	UNEMPLOYMENT TAX	2,276	417	3,500	3,500	3,500	3,500
Personal services Total:		587,397	533,323	565,486	565,486	525,481	559,411
101-5304-522010	COMMUNICATIONS	1,060	792	1,500	792	1,360	1,500
101-5304-522043	TRAVEL AND TRAINING	1,092	340	800	-	-	800
101-5304-522080	INSURANCE & BONDS	-	-	-	14,520	8,188	-
101-5304-522240	ADVERTISING	341	312	-	-	-	-
101-5304-522389	UTILITIES STREET LIGHT	382,649	420,056	394,000	244,419	394,000	394,000
101-5304-522520	MEMBERSHIP & SUBSCRIPTION	-	218	-	-	-	-
101-5304-522622	MAINT-STORM SEWERS	-	(5,250)	15,000	-	15,000	15,000
101-5304-522624	MAINT-STREETS & IMPRV	74,755	60,677	68,000	28,539	39,000	68,000
101-5304-522625	MAINT-TOOLS & EQUIP	-	55	515	262	450	515
101-5304-522628	MAINT-OTHER	4,334	4,409	2,000	258	2,000	2,000
101-5304-522634	MAINT-MACHINERY	55,477	51,517	35,000	45,725	47,000	55,000
101-5304-522636	MAINT-VEHICLES	23,662	22,078	25,000	26,263	44,570	40,000
101-5304-522638	MAINT-TRAFFIC SIGNALS	7,223	2,100	8,000	4,010	6,900	8,000
101-5304-522810	OTHER SERVICES	5,520	5,122	4,000	4,653	7,980	8,000
Other charges Total:		556,113	562,426	553,815	369,442	566,448	592,815
101-5304-533050	STREET LIGHT INSTALLATION	(1,631)	8,846	15,000	11,706	18,775	16,000
Contractual services Total:		(1,631)	8,846	15,000	11,706	18,775	16,000
101-5304-544001	OFFICE SUPPLIES	142	626	1,000	445	765	1,000
101-5304-544012	CLOTHING & LINENS	8,476	8,714	9,700	6,613	10,440	10,440
101-5304-544016	MOTOR FUEL & LUBE	60,835	66,612	50,000	22,808	37,000	40,000
101-5304-544020	MINOR TOOLS	104	418	800	-	-	800
101-5304-544025	CHEMICALS	171	-	2,000	-	-	2,000
101-5304-544041	TRAFFIC SIGNS	7,446	7,691	4,500	4,613	7,815	7,000
101-5304-544043	PAINT (STRIPING STREETS)	8,258	34,407	10,000	1,101	10,000	10,000
101-5304-544045	OTHER SUPPLIES	9,494	6,586	3,000	4,390	5,590	4,000
Supplies Total:		94,927	125,054	81,000	39,970	71,610	75,240
101-5304-550100	CAPITAL OUTLAY	-	-	55,700	37,395	45,189	42,000
101-5304-550110	EQUIPMENT/OFFICE FURNITURE	8,628	26,501	7,144	66	7,144	
101-5304-554130	COMPUTER HARDWARE/SOFTWAR	-	-	-	-	-	14,820
101-5304-554131	MINOR TOOL/EQUIPMENT	-	-	-	-	-	33,043
Capital outlay Total:		8,628	26,501	62,844	37,461	52,333	89,863
STREETS Total:		1,245,434	1,256,150	1,278,145	1,024,065	1,234,647	1,333,329

		History		Current			Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
DRAIN DITCH MAINTENANCE		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5307-510010	EXEMPT WAGES	-	-	-	-	-	-
101-5307-510020	NON-EXEMPT WAGES	338,052	337,089	392,745	382,745	384,230	388,455
101-5307-510080	OVERTIME	32,830	15,740	10,000	13,000	10,000	10,000
101-5307-511100	GROUP HEALTH INSURANCE	67,089	52,135	71,246	71,246	65,000	88,063
101-5307-511120	PENSION CONTRIBUTION	30,384	28,791	35,037	35,037	34,298	34,108
101-5307-511140	FICA TAX	22,862	22,126	25,075	25,075	24,442	24,704
101-5307-511150	MEDICARE TAX	5,347	5,175	5,745	5,745	5,716	5,778
101-5307-511160	WORKERS COMP INSURANCE	16,306	8,188	22,544	22,544	12,000	7,761
101-5307-511180	UNEMPLOYMENT TAX	1,947	113	3,500	3,500	2,500	3,500
Personal services Total:		514,817	469,356	565,892	558,892	538,187	562,368
101-5307-522043	TRAVEL AND TRAINING	-	-	-	-	507	600
101-5307-522095	SPECIAL PROJECTS	6,279	10,943	12,000	12,000	9,500	12,000
101-5307-522625	MAINT-TOOLS & EQUIP	-	647	500	500	-	500
101-5307-522628	MAINT-OTHER	1,808	2,483	1,000	1,000	1,000	1,000
101-5307-522634	MAINT-MACHINERY	39,871	58,815	55,000	77,000	100,000	70,000
101-5307-522636	MAINT-VEHICLES	14,677	23,122	20,000	20,000	17,700	25,000
101-5307-522810	OTHER SERVICES	445	1,473	1,400	1,400	720	1,400
101-5307-522300	EQUIPMENT RENTAL	-	-	-	-	-	10,000
Other charges Total:		63,081	97,483	89,900	111,900	129,427	120,500
101-5307-533034	STORM WATER PROJECT	15,986	30,374	-	16,000	16,000	38,000
Contractual services Total:		15,986	30,374	-	16,000	16,000	38,000
101-5307-544012	CLOTHING & LINENS	6,841	8,134	9,100	9,100	10,475	10,000
101-5307-544016	MOTOR FUEL & LUBE	35,099	37,226	25,000	33,000	35,760	36,000
101-5307-544020	MINOR TOOLS	1,782	1,809	1,500	1,500	1,500	2,000
101-5307-544045	OTHER SUPPLIES	6,988	8,360	9,000	9,000	9,080	9,000
Supplies Total:		50,710	55,529	44,600	52,600	56,815	57,000
101-5307-550100	CAPITAL OUTLAY	-	-	18,200	18,200	18,200	42,880
101-5307-550110	OFFICE FURNITURE-EQUIPMENT	3,951	3,976	-	-	66	-
101-5307-554130	COMPUTER HARDWARE/SOFTWAR	-	-	-	-	-	-
101-5307-554131	TOOL AND EQUIPMENT	-	-	-	233,206	-	5,000
101-5307-554240	VEHICLES	-	-	-	-	-	25,000
Capital outlay Total:		3,951	3,976	18,200	251,406	18,266	72,880
DRAIN DITCH MAINTENANCE Total:		648,546	656,718	718,592	990,798	758,695	850,748

		History		Current		Proposed	
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
FLEET MAINTENANCE		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5340-510010	EXEMPT WAGES	55,925	56,257	56,737	56,737	56,737	56,737
101-5340-510020	NON-EXEMPT WAGES	102,347	112,340	135,792	135,792	113,868	133,712
101-5340-510080	OVERTIME	6,129	3,587	2,000	2,000	2,000	2,000
101-5340-511100	GROUP INSURANCE	26,685	22,551	30,534	30,534	24,500	37,741
101-5340-511120	PENSION CONTRIBUTION	13,434	14,050	16,923	16,923	15,017	16,474
101-5340-511140	FICA TAX	10,028	10,734	12,108	12,108	10,702	11,932
101-5340-511150	MEDICARE TAX	2,345	2,510	2,774	2,774	2,503	2,791
101-5340-511160	WORKMENS COMP	5,402	2,887	7,994	7,994	4,000	3,455
101-5340-511180	FUTA	811	45	1,500	1,500	1,000	1,500
Personal services Total:		223,107	224,961	266,362	266,362	230,326	266,342
101-5340-522010	COMMUNICATIONS	874	625	1,000	1,000	530	1,000
101-5340-522043	TRAVEL AND TRAINING	2,056	720	1,250	1,250	1,300	1,250
101-5340-522080	INSURANCE AND BONDS	504	776	840	840	840	862
101-5340-522628	MAINT-OTHER	-	2,498	-	-	130	200
101-5340-522632	MAINT-APPARATUS	762	786	2,700	2,700	2,370	2,700
101-5340-522634	MAINT-MACHINERY	203	991	1,800	1,800	1,355	1,800
101-5340-522636	MAINT-VEHICLES	10,531	5,299	7,600	7,600	4,175	7,600
101-5340-522810	OTHER SERVICES	384	95	400	400	120	400
Other charges Total:		15,314	11,790	15,590	15,590	10,820	15,812
101-5340-544001	OFFICE SUPPLIES	814	599	900	900	975	1,000
101-5340-544008	WELDING SUPPLIES	1,447	2,250	3,300	3,300	1,236	3,300
101-5340-544012	CLOTHING & LINENS	2,838	3,522	3,400	3,400	3,480	3,500
101-5340-544016	MOTOR FUEL & LUBE	2,578	2,294	1,500	1,500	2,270	2,300
101-5340-544020	MINOR TOOLS	6,966	1,360	1,500	1,500	4,600	3,600
101-5340-544021	CHEMICALS-MEDICAL	696	113	400	400	420	450
101-5340-544045	OTHER SUPPLIES	4,393	3,722	3,800	3,800	6,650	4,700
Supplies Total:		19,732	13,859	14,800	14,800	19,631	18,850
101-5340-550100	CAPITAL OUTLAY	-	-	65,200	65,200	-	86,000
101-5340-550110	OFFICE FURNITURE-EQUIPMENT	18,727	2,502	1,000	1,000	1,020	-
101-5340-554131	TOOL AND EQUIPMENT	-	-	-	-	-	7,200
Capital outlay Total:		18,727	2,502	66,200	66,200	1,020	93,200
FLEET MAINTENANCE SHOP Total:		276,879	253,113	362,952	362,952	261,797	394,204

		History	Current		Proposed
		Actuals	Budget	FY 2019-2020	Estimated
		FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020
					Budget
					FY 2020-2021
ENGINEERING					
101-5350-510010	EXEMPT WAGES	-	-	-	86,000
101-5350-510020	NON-EXEMPT WAGES	-	-	-	178,937
101-5350-510025	PART-TIME WAGES	-	-	-	7,041
101-5350-510080	OVERTIME	-	-	-	2,000
101-5350-511100	GROUP HEALTH INSURANCE	-	-	-	37,741
101-5350-511120	PENSION CONTRIBUTION	-	-	-	22,850
101-5350-511140	FICA TAX	-	-	-	16,987
101-5350-511150	MEDICARE TAX	-	-	-	3,973
101-5350-511160	WORKERS COMP INSURANCE	-	-	-	940
101-5350-511180	UNEMPLOYMENT TAX	-	-	-	2,500
Category: 51 - Personal services Total:		-	-	-	358,969
101-5350-522010	COMMUNICATIONS	-	-	-	5,000
101-5350-522043	TRAVEL AND TRAINING	-	-	-	9,000
101-5350-522240	ADVERTISING	-	-	-	-
101-5350-522320	COPYING EXPENSES	-	-	-	2,500
101-5350-522440	POSTAGE	-	-	-	1,000
101-5350-522520	MEMBERSHIP & SUBSCRIPTION	-	-	-	2,000
101-5350-522636	MAINT-VEHICLES	-	-	-	3,000
101-5350-522639	MAINT-RADIOS	-	-	-	200
Category: 52 - Other charges Total:		-	-	-	22,700
101-5350-533010	PROFESSIONAL SERVICES	-	-	-	30,000
Category: 53 - Contractual services Total:		-	-	-	30,000
101-5350-544001	OFFICE SUPPLIES	-	-	-	2,700
101-5350-544012	CLOTHING & LINENS	-	-	-	1,300
101-5350-544016	MOTOR FUEL & LUBE	-	-	-	3,600
101-5350-544023	MAPS & GRAPHICS	-	-	-	500
101-5350-544024	INK-PENS & DRAFTING PAPER	-	-	-	1,000
101-5350-544045	OTHER SUPPLIES	-	-	-	1,000
Category: 54 - Supplies Total:		-	-	-	10,100
101-5350-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	20,200
101-5350-554131	TOOL AND EQUIPMENT	-	-	-	11,100
Category: 55 - Capital outlay Total:		-	-	-	31,300
Department: 5350 - ENGINEERING Total:		-	-	-	453,069

		History		Current		Proposed	
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
PARKS & RECREATION		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5404-510010	EXEMPT WAGES	67,880	71,896	67,194	67,194	69,500	71,200
101-5404-510020	NON-EXEMPT WAGES	221,411	218,356	270,053	250,053	247,000	274,640
101-5404-510025	PART-TIME WAGES	2,400	-	-	-	-	10,000
101-5404-510030	TEMPORARY WAGES	8,829	7,591	17,500	17,500	-	17,500
101-5404-510080	OVERTIME	31,280	13,209	15,000	15,000	15,000	15,000
101-5404-511100	GROUP HEALTH INSURANCE	53,777	37,169	61,068	61,068	53,277	75,482
101-5404-511120	PENSION CONTRIBUTION	26,180	24,762	30,670	30,670	28,841	30,978
101-5404-511140	FICA TAX	20,349	19,472	23,007	23,007	20,553	24,077
101-5404-511150	MEDICARE TAX	4,759	4,554	5,280	5,280	4,807	5,631
101-5404-511160	WORKERS COMP INSURANCE	9,705	5,088	14,509	14,509	6,500	4,908
101-5404-511180	UNEMPLOYMENT TAX	1,565	449	4,750	4,750	3,000	5,000
Personal services Total:		448,135	402,548	509,031	489,031	448,477	534,417
101-5404-522010	COMMUNICATIONS	4,876	3,427	6,000	6,000	3,575	4,000
101-5404-522043	TRAVEL AND TRAINING	2,315	660	4,000	1,000	-	2,500
101-5404-522240	ADVERTISING	312	-	600	600	-	500
101-5404-522300	EQUIPMENT RENTAL	270	-	750	750	129	750
101-5404-522320	COPYING EXPENSES	777	1,047	1,200	1,200	1,847	1,500
101-5404-522380	UTILITIES	17,011	2,992	-	-	-	-
101-5404-522440	POSTAGE	171	501	300	300	44	200
101-5404-522520	MEMBERSHIP & SUBSCRIPTION	182	-	500	500	-	500
101-5404-522629	MAINT-PARKS	54,347	21,758	55,000	55,000	56,627	55,000
101-5404-522634	MAINT-MACHINERY	4,772	2,136	3,000	13,000	19,630	10,000
101-5404-522636	MAINT-VEHICLES	7,884	6,799	6,000	6,000	3,231	4,000
101-5404-522639	MAINT-RADIOS	-	-	1,500	1,500	-	1,000
101-5404-522643	MAINT-POOL	7,395	6,611	7,000	-	-	7,000
101-5404-522810	OTHER SERVICES	6,418	-	-	-	146	200
101-5404-522920	BANK & CREDIT CARD SERVICES	-	38	-	-	-	-
101-5404-527500	RECREATIONAL PROGRAMS	10,161	1,926	18,000	18,000	17,468	18,000
101-5404-527505	SPECIAL EVENTS	-	2,155	-	-	-	-
101-5404-527510	FIREWORKS DISPLAY	15,000	14,390	15,000	-	15,000	15,000
Other charges Total:		131,891	64,442	118,850	103,850	117,697	120,150
101-5404-533010	PROFESSIONAL SERVICES	60,193	160	2,000	2,000	-	2,000
Contractual services Total:		60,193	160	2,000	2,000	-	2,000
101-5404-544001	OFFICE SUPPLIES	811	639	1,000	1,000	444	700
101-5404-544005	JANITOR SUPPLIES	9,726	7,329	7,200	7,200	4,922	7,200
101-5404-544012	CLOTHING & LINENS	5,645	4,959	6,000	6,000	4,159	6,000
101-5404-544016	MOTOR FUEL & LUBE	15,828	15,505	13,000	13,000	10,714	11,000
101-5404-544020	MINOR TOOLS	761	-	1,000	1,000	833	1,000
101-5404-544025	CHEMICALS	1,897	917	5,000	5,000	523	3,000
101-5404-544040	LANDSCAPING	7,489	-	5,000	5,000	-	5,000
101-5404-544045	OTHER SUPPLIES	5,409	689	4,000	4,000	1,472	4,000
Supplies Total:		47,565	30,039	42,200	42,200	23,067	37,900
101-5404-550100	CAPITAL OUTLAY	-	-	160,800	160,800	127,813	25,000
101-5404-550110	OFFICE FURNITURE-EQUIPMENT	3,139	7,995	-	-	-	-
101-5404-554131	TOOL AND EQUIPMENT	-	-	-	-	-	3,400
Capital outlay Total:		3,139	7,995	160,800	160,800	127,813	28,400
PARKS & RECREATION Total:		690,923	505,185	832,881	797,881	717,054	722,867

		History		Current		Proposed	
LIBRARY		Actuals FY 2017-2018	Actuals FY 2018-2019	Budget FY 2019-2020	FY 2019-2020 Amended	Estimated FY 2019-2020	Budget FY 2020-2021
101-5410-510010	EXEMPT WAGES	160,781	141,021	173,915	173,915	160,132	174,605
101-5410-510020	NON-EXEMPT WAGES	179,058	202,371	219,649	215,649	219,649	219,630
101-5410-510025	PART-TIME WAGES	52,740	51,335	56,510	56,510	51,000	67,170
101-5410-510080	OVERTIME	235	512	2,000	2,000	100	2,000
101-5410-511100	GROUP HEALTH INSURANCE	56,559	44,554	55,979	55,979	49,634	69,192
101-5410-511120	PENSION CONTRIBUTION	27,745	28,063	34,492	34,492	33,041	33,918
101-5410-511140	FICA TAX	23,573	23,925	28,160	28,160	23,546	28,731
101-5410-511150	MEDICARE TAX	5,514	5,596	6,444	6,444	5,507	6,719
101-5410-511160	WORKERS COMP INSURANCE	1,621	839	2,310	2,310	1,200	1,104
101-5410-511180	UNEMPLOYMENT TAX	2,078	641	5,000	5,000	2,500	5,500
Category: 51 - Personal services Total:		509,904	498,857	584,459	580,459	546,309	608,569
101-5410-522010	COMMUNICATIONS	6,794	10,336	14,500	14,500	16,500	15,500
101-5410-522043	TRAVEL AND TRAINING	12,746	5,989	7,600	3,600	2,007	6,600
101-5410-522320	COPYING EXPENSES	-	-	10,000	10,000	10,000	11,000
101-5410-522380	UTILITIES	31,436	30,104	26,000	26,000	23,000	23,000
101-5410-522440	POSTAGE	1,441	1,823	1,500	1,500	2,500	2,500
101-5410-522520	MEMBERSHIP & SUBSCRIPTION	939	340	1,000	1,000	1,000	1,000
101-5410-522626	MAINT-BUILDING	13,760	27,829	19,000	19,000	20,000	18,000
101-5410-522631	MAINT-OFFICE MACHINES	-	-	150	150	-	150
101-5410-522635	MAINT-COMPUTER EQUIP	1,015	2,506	2,300	2,300	3,800	3,800
101-5410-522636	MAINT-VEHICLES	429	206	1,300	300	-	1,500
101-5410-522780	COMPUTER VENDOR SUPPORT	6,998	6,285	11,500	11,500	15,000	15,000
101-5410-522810	OTHER SERVICES	6,379	334	2,000	2,000	2,000	2,000
Category: 52 - Other charges Total:		81,936	85,751	96,850	91,850	95,807	100,050
101-5410-533015	WORK STUDY	5,924	5,853	5,000	5,000	5,000	7,600
101-5410-533100	CONTRACTUAL SERVICES	36,709	33,968	37,500	37,500	41,000	41,000
Category: 53 - Contractual services Total:		42,633	39,821	42,500	42,500	46,000	48,600
101-5410-544001	OFFICE SUPPLIES	6,322	6,293	8,500	8,500	9,300	9,300
101-5410-544016	MOTOR FUEL & LUBE	100	167	275	275	275	275
101-5410-544028	SUMMER READING PROGRAM	11,316	11,116	13,000	13,000	13,000	13,000
101-5410-544029	LIBRARY & MEDIA CTR PROGRAM	1,411	2,401	3,500	3,500	2,000	3,500
101-5410-544032	CONTINUATIONS & DATABASES	19,537	14,194	16,500	16,500	18,000	18,000
101-5410-544045	OTHER SUPPLIES	28,291	25,477	25,000	25,000	28,500	27,000
101-5410-544101	GRANT EXPENDITURES	23,967	14,288	53,000	13,000	55,000	40,000
Category: 54 - Supplies Total:		90,944	73,937	119,775	79,775	126,075	111,075
101-5410-550100	CAPITAL OUTLAY	-	-	8,500	8,500	8,500	17,000
101-5410-550110	OFFICE FURNITURE-EQUIPMENT	21,389	14,567	24,750	24,750	24,750	8,125
101-5410-554461	CAPITAL OUTLAY BOOKS	41,026	41,087	45,000	45,000	45,000	45,000
101-5410-554131	TOOL AND EQUIPMENT	-	-	-	-	-	16,000
Category: 55 - Capital outlay Total:		62,415	55,654	78,250	78,250	78,250	86,125
Department: 5410 - LIBRARY Total:		787,832	754,020	921,834	872,834	892,441	954,419

		History		Current		Proposed	
		Actuals	Actuals	Budget	FY 2019-2020	Estimated	Budget
PLANNING & CODE ENFORCEMENT		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020	FY 2020-2021
101-5511-510010	EXEMPT WAGES	236,620	208,645	252,832	252,832	133,870	173,983
101-5511-510020	NON-EXEMPT WAGES	468,492	471,406	526,219	511,219	530,826	412,535
101-5511-510025	PART-TIME WAGES	8,050	-	-	-	-	-
101-5511-510030	TEMPORARY WAGES	1,675	39,998	7,041	7,041	-	-
101-5511-510080	OVERTIME	24,752	21,797	10,000	20,000	21,000	9,000
101-5511-511100	GROUP HEALTH INSURANCE	94,166	78,831	106,869	106,869	91,632	100,643
101-5511-511120	PENSION CONTRIBUTION	59,737	57,717	68,664	68,664	59,656	50,976
101-5511-511140	FICA TAX	44,372	45,310	49,561	49,561	46,892	36,922
101-5511-511150	MEDICARE TAX	10,377	10,597	11,359	11,359	10,503	8,635
101-5511-511160	WORKERS COMP INSURANCE	7,115	4,476	12,735	12,735	4,300	3,250
101-5511-511180	UNEMPLOYMENT TAX	3,007	508	6,000	6,000	4,500	4,000
Category: 51 - Personal services Total:		958,360	939,284	1,051,280	1,046,280	903,179	799,944
101-5511-522010	COMMUNICATIONS	13,845	12,314	13,000	13,000	14,600	9,100
101-5511-522043	TRAVEL AND TRAINING	23,019	26,385	23,000	23,000	11,000	17,000
101-5511-522240	ADVERTISING	9,883	5,997	7,000	7,000	5,300	7,000
101-5511-522320	COPYING EXPENSES	4,182	5,121	5,000	5,000	6,700	2,500
101-5511-522440	POSTAGE	3,649	6,638	6,000	6,000	3,700	6,000
101-5511-522520	MEMBERSHIP & SUBSCRIPTION	9,160	5,006	11,000	11,000	7,900	7,700
101-5511-522631	MAINT-OFFICE MACHINES	-	-	500	500	-	-
101-5511-522636	MAINT-VEHICLES	9,074	8,782	7,500	7,500	12,600	7,500
101-5511-522639	MAINT-RADIOS	45	445	500	500	100	500
101-5511-522720	ANIMAL SHELTER	53,555	99,208	90,000	90,000	87,400	90,000
101-5511-522810	OTHER SERVICES	6,639	5,385	6,000	6,000	6,700	6,000
101-5511-522940	DEMOLITION & CLEANING	19,147	-	15,000	15,000	-	15,000
Category: 52 - Other charges Total:		152,198	175,281	184,500	184,500	156,000	168,300
101-5511-533010	PROFESSIONAL SERVICES	14,327	67,739	30,000	30,000	34,600	25,000
Category: 53 - Contractual services Total:		14,327	67,739	30,000	30,000	34,600	25,000
101-5511-544001	OFFICE SUPPLIES	4,159	4,759	5,400	5,400	3,700	2,700
101-5511-544009	ANIMAL WARDEN SUPPLIES	1,850	1,026	2,000	2,000	1,400	2,000
101-5511-544012	CLOTHING & LINENS	7,256	12,489	12,800	12,800	10,068	5,000
101-5511-544016	MOTOR FUEL & LUBE	17,807	17,665	12,000	12,000	12,000	8,400
101-5511-544023	MAPS & GRAPHICS	395	-	500	500	-	-
101-5511-544024	INK-PENS & DRAFTING PAPER	80	350	1,000	1,000	1,900	-
101-5511-544042	CODE BOOK-CODIFICATION	1,174	1,176	1,200	1,200	455	-
101-5511-544045	OTHER SUPPLIES	527	2,118	1,000	1,000	1,000	700
101-5511-544050	MOSQUITO SPRAY	11,375	5,507	4,000	4,000	4,000	7,000
Category: 54 - Supplies Total:		44,624	45,091	39,900	39,900	34,523	25,800
101-5511-550100	CAPITAL OUTLAY	-	-	58,000	63,000	62,030	10,000
101-5511-550110	OFFICE FURNITURE-EQUIPMENT	18,897	13,106	10,000	15,000	7,785	-
101-5410-554131	TOOL AND EQUIPMENT	-	-	-	-	-	13,600
Category: 55 - Capital outlay Total:		18,897	13,106	68,000	78,000	69,815	23,600
Department: 5511 - PLANNING & CODE ENF Total:		1,188,406	1,240,501	1,373,680	1,378,680	1,198,117	1,042,644

		History		Current		Proposed
		Actuals	Actuals	Budget	FY 2019-2020	Estimated
		FY 2017-2018	FY 2018-2019	FY 2019-2020	Amended	FY 2019-2020
						Budget
						FY 2020-2021
DEBT SERVICE & BAD DEBT EXPENSE						
101-5700-566120	PRINCIPAL-CAP LEASES	129,586	269,510	256,619	256,619	256,619
101-5700-566220	INTEREST-CAP LEASES	10,515	44,562	36,291	36,291	36,291
Debt service Total:		140,101	314,072	292,910	292,910	292,910
DEBT SERVICE Total:		140,101	314,072	292,910	292,910	292,910
101-5800-522098	BAD DEBT EXPENSE	-	-	-	-	-
Other charges Total:		-	-	-	-	-
TRANSFERS & OTHER USES Total:		-	-	-	-	-

ECONOMIC INCENTIVES FUND

ECONOMIC INCENTIVES FUND

Financial Summary	History		Current		
	2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimated
121-4000-490100 TRANSFERS IN	1,160,000	1,111,256	993,256	1,359,256	993,256
Other Financing Sources Total:	1,160,000	1,111,256	993,256	1,359,256	993,256
REVENUE Total:	1,160,000	1,111,256	993,256	1,359,256	993,256
EXPENDITURES DETAIL					
121-5101-523010 SALES TAX AGREEMENT	576,780	590,635	584,785	584,785	591,542
121-5101-553120 CAPITAL OUTLAY IMPROV.	664,970	592,973	408,471	408,471	623,346
121-5140-580000 TRANSFERS TO OTHER FUNDS	-	-	-	-	-
TOTAL EXPENDITURES DETAIL	1,241,750	1,183,608	993,256	993,256	1,214,888
REVENUES OVER (UNDER) EXPENDITURES	(81,750)	(72,352)	-	366,000	(221,632)

ECONOMIC INCENTIVES FUND	PROPOSED	3 YEAR PLAN		
Financial Summary	Budget FY 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024
121-4000-490100 TRANSFERS IN	978,270	113,021	115,281	117,281
Other Financing Sources Total:	978,270	113,021	115,281	117,281
REVENUE Total:	978,270	113,021	115,281	117,281
EXPENDITURES DETAIL				
121-5101-523010 SALES TAX AGREEMENT	342,457	-	-	-
121-5101-553120 CAPITAL OUTLAY IMPROV.	635,813	113,021	115,281	117,281
121-5140-580000 TRANSFERS TO OTHER FUNDS	-	-	-	-
TOTAL EXPENDITURES DETAIL	978,270	113,021	115,281	117,281
REVENUES OVER (UNDER) EXPENDITURES	-	-	-	-

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HOTEL/ MOTEL FUND

HOTEL/MOTEL TAX FUND	History		Current		
Financial Summary	2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	2019-2020 Amended	2019-2020 Estimated
221-4000-413300 ROOM OCCUPANCY TAX	365,473	349,728	360,000	360,000	314,000
Non property taxes Total:	365,473	349,728	360,000	360,000	314,000
REVENUE Total:	365,473	349,728	360,000	360,000	314,000
EXPENDITURE SUMMARY					
<u>ADMINISTRATIVE SERVICES</u>					
221-5102-522380 UTILITIES	34,514	32,539	40,000	40,000	40,000
221-5102-522626 MAINT-BUILDING	-	136	-	-	-
221-5102-533010 PROFESSIONAL SERVICES	9,474	9,808	11,000	11,000	9,800
TOTAL ADMINISTRATIVE SERVICES	43,988	42,483	51,000	51,000	49,800
	-	-	-	-	-
<u>MISC. DEVELOPMENT</u>					
221-5504-522242 COMMUNITY PROMOTION	438	1,512	15,000	15,000	5,000
221-5504-528479 CONTRIB-VALLEY NATURE CTR	32,500	39,100	40,800	40,800	50,800
221-5504-528493 WESLACO CHAMBER OF COMM	191,740	183,665	286,960	286,960	286,960
221-5504-528497 FRONTERA AUDUBON	30,800	33,000	39,000	39,000	39,000
221-5504-528499 VALLEY CHAMB COMM	2,500	5,000	5,000	5,000	5,000
TOTAL MISC. DEVELOPMENT	257,978	262,277	386,760	386,760	386,760
TOTAL EXPENDITURES	301,966	304,760	437,760	437,760	436,560
REVENUES OVER(UNDER) EXPENDITURES:	63,507	44,968	(77,760)	(77,760)	(122,560)

HOTEL/MOTEL TAX FUND	PROPOSED	3 YEAR PLAN		
Financial Summary	Budget FY 2020-2021	FISCAL YEAR 2021-2022	FISCAL YEAR 2022-2023	FISCAL YEAR 2023-2024
221-4000-413300 ROOM OCCUPANCY TAX	350,000	370,000	374,000	375,000
Non property taxes Total:	350,000	370,000	374,000	375,000
REVENUE Total:	350,000	370,000	374,000	375,000
EXPENDITURE SUMMARY				
<i>ADMINISTRATIVE SERVICES</i>				
221-5102-522380 UTILITIES	40,000	40,000	40,000	40,000
221-5102-522626 MAINT-BUILDING	-	-	-	-
221-5102-533010 PROFESSIONAL SERVICES	10,000	11,000	11,000	11,000
TOTAL ADMINISTRATIVE SERVICES	50,000	51,000	51,000	51,000
	-	-	-	-
<i>MISC. DEVELOPMENT</i>				
221-5504-522242 COMMUNITY PROMOTION	10,000	15,000	15,000	15,000
221-5504-528479 CONTRIB-VALLEY NATURE CTR	25,000	39,100	39,100	39,100
221-5504-528493 WESLACO CHAMBER OF COMM	242,135	183,665	183,665	183,665
221-5504-528497 FRONTERA AUDUBON	20,000	33,000	33,000	33,000
221-5504-528499 VALLEY CHAMB COMM	5,000	5,000	5,000	5,000
TOTAL MISC. DEVELOPMENT	302,135	275,765	275,765	275,765
TOTAL EXPENDITURES	352,135	326,765	326,765	326,765
REVENUES OVER(UNDER) EXPENDITURES:	(2,135)	43,235	47,235	48,235

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DEBT SERVICE FUND

INTEREST & SINKING FUND

INTEREST & SINKING FUND		History		Current		
Financial Summary		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimated
301-4000-401100	CURRENT ADVALOREM TAX	2,613,593	2,619,297	3,586,611	3,586,611	2,800,000
301-4000-401200	DELINQUENT ADVALOREM TAX	83,270	77,356	50,000	50,000	65,000
301-4000-401900	INTEREST & PENALTY ON TAX	66,609	69,523	5,000	5,000	55,000
Property taxes Total:		2,763,472	2,766,176	3,641,611	3,641,611	2,920,000
301-4000-460100	INTEREST EARNED	32,621	36,571	35,500	35,500	35,500
301-4000-460300	INTEREST ON INVESTMENTS	7,672	13,124	10,500	10,500	7,000
301-4000-490100	TRANSFERS IN	-	-	-	-	-
Other Revenue Total:		40,293	49,696	46,000	46,000	42,500
REVENUE Total:		2,803,765	2,815,872	3,687,611	3,687,611	2,962,500
EXPENDITURE DETAIL						
301-5700-566110	BOND PRINCIPAL	1,885,182	2,091,072	2,690,833	2,690,833	2,130,000
301-5700-566210	BOND INTEREST	662,891	742,075	693,681	693,681	693,681
301-5700-566301	DEBT ADMINISTRATION FEES	1,400	1,130	1,000	1,145	1,145
TOTAL EXPENDITURE DETAIL		2,549,473	2,834,277	3,385,514	3,385,659	2,824,826
REVENUES OVER (UNDER)		254,292	(18,405)	302,097	301,952	137,674

INTEREST & SINKING FUND

Financial Summary	PROPOSED	3 YEAR PLAN		
	Budget FY 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024
301-4000-401100 CURRENT ADVALOREM TAX	3,087,318	2,947,000	2,947,000	2,600,000
301-4000-401200 DELINQUENT ADVALOREM TAX	40,000	35,000	30,000	25,000
301-4000-401900 INTEREST & PENALTY ON TAX	5,000	3,500	3,000	2,500
Property taxes Total:	3,132,318	2,985,500	2,980,000	2,627,500
301-4000-460100 INTEREST EARNED	35,500	35,500	35,500	35,500
301-4000-460300 INTEREST ON INVESTMENTS	10,500	10,500	10,500	10,500
301-4000-490100 TRANSFERS IN	-	-		
Other Revenue Total:	46,000	46,000	46,000	46,000
REVENUE Total:	3,178,318	3,031,500	3,026,000	2,673,500
EXPENDITURE DETAIL				
301-5700-566110 BOND PRINCIPAL	2,190,000	2,260,000	2,340,000	995,000
301-5700-566210 BOND INTEREST	627,703	564,818	487,856	422,531
301-5700-566301 DEBT ADMINISTRATION FEES	1,000	1,000	1,000	1,000
TOTAL EXPENDITURE DETAIL	2,818,703	2,825,818	2,828,856	1,418,531
REVENUES OVER (UNDER)	359,615	205,682	197,144	1,254,969

SERIES 2019 I&S DEBT FUND

	History			Current	
	2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimated
Financial Summary					
302-4000-401100 CURRENT ADVALOREM TAX	-	-	-	524,854	544,183
301-4000-401900 INTEREST & PENALTY ON TAX	-	-	-	6,746	8,546
Property taxes Total:	-	-	-	531,601	552,729
REVENUE Total:	-	-	-	531,601	552,729
EXPENDITURE DETAIL					
302-5700-566110 BOND PRINCIPAL	-	-	-	220,000	220,000
302-5700-566210 BOND INTEREST	-	-	-	147,379	332,729
302-5700-566301 DEBT ADMINISTRATION FEES	-	-	-	-	-
TOTAL EXPENDITURE DETAIL	-	-	-	367,379	552,729
REVENUES OVER (UNDER)	-	-	-	164,222	-

SERIES 2019 I&S DEBT FUND

Financial Summary	PROPOSED	3 YEAR PLAN		
	Budget FY 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024
302-4000-401100 CURRENT ADVALOREM TAX	589,933	556,200	555,950	681,950
301-4000-401900 INTEREST & PENALTY ON TAX	-	-	-	-
Property taxes Total:	589,933	556,200	555,950	681,950
REVENUE Total:	589,933	556,200	555,950	681,950
EXPENDITURE DETAIL				
302-5700-566110 BOND PRINCIPAL	190,000	200,000	210,000	350,000
302-5700-566210 BOND INTEREST	365,950	356,200	345,950	331,950
302-5700-566301 DEBT ADMINISTRATION FEES	-	-	-	-
TOTAL EXPENDITURE DETAIL	555,950	556,200	555,950	681,950
REVENUES OVER (UNDER)	33,983	-	-	-

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CAPITAL IMPRROVEMENT PROGRAM FUND

CAPITAL IMPROV. PROGRAM FUND

	History		Current		
	2017-2018	2018-2019	2019-2020	2019-2020	2019-2020
Financial Summary	Actual	Actual	Budget	Amended	Estimated
410-4000-450010 INTERGOVERNMENTAL REVENUE	20,000	-	600,000	600,000	100,000
410-4000-455420 KNAPP FOUNDATION GRANT	200,000	125,000	125,000	125,000	-
Intergovernmental Total:	220,000	125,000	725,000	725,000	100,000
410-4000-476310 DONATIONS/CONTRIBUTIONS	1,200	-	-	-	-
Miscellaneous Total:	1,200	-	-	-	-
410-4000-490100 TRANSFERS FROM OTHER FUNDS	2,358,071	1,470,000	1,570,000	1,570,000	1,570,000
410-4000-492010 PROCEEDS SALE OF ASSETS	-	-	1,800,000	1,800,000	94,000
410-4000-493000 OTHER FINANCING SOURCES	-	-	-	-	-
Other Financing Sources Total:	2,358,071	1,470,000	3,370,000	3,370,000	1,664,000
REVENUE Total:	2,579,271	1,595,000	4,095,000	4,095,000	1,764,000
EXPENDITURE SUMMARY					
POLICE	37,709	35,537	1,050,000	1,050,000	1,035,000
FIRE	49,616	739,910	150,000	150,000	1,315,053
STREETS	632,869	1,116,565	896,000	896,000	817,123
PARKS	(6,563)	207,818	1,220,000	1,220,000	330,000
LIBRARY	36,986	-	-	-	-
GENERAL FIXED ASSETS	592,243	123,569	-	-	-
DEBT SERVICE	226,483	227,645	162,593	162,593	162,593
TOTAL EXPENDITURE SUMMARY	1,569,344	2,451,045	3,478,593	3,478,593	3,659,769
REVENUES OVER(UNDER) EXPENDITURES:	1,009,928	(856,045)	616,407	616,407	(1,895,769)
Beginning Fund Balance	1,665,374	2,675,302	1,819,256		1,819,256
Ending Fund Balance	2,675,302	1,819,256	2,435,663		(76,513)

CAPITAL IMPROV. PROGRAM FUND		3 YEAR PLAN		
Financial Summary	PROPOSED	Fiscal Year	Fiscal Year	Fiscal Year
	City Manager Recommendation	2021-2022	2022-2023	2023-2024
410-4000-450010 INTERGOVERNMENTAL REVENUE	600,000	100,000	100,000	100,000
410-4000-455420 KNAPP FOUNDATION GRANT	125,000	-	-	-
Intergovernmental Total:	725,000	100,000	100,000	100,000
410-4000-476310 DONATIONS/CONTRIBUTIONS	-	-	-	-
Miscellaneous Total:	-	-	-	-
410-4000-490100 TRANSFERS FROM OTHER FUNDS	1,570,000	1,300,000	1,550,000	1,550,000
410-4000-492010 PROCEEDS SALE OF ASSETS	-	1,400,000	-	-
410-4000-493000 OTHER FINANCING SOURCES	12,000,000	-	5,000,000	-
Other Financing Sources Total:	13,570,000	2,700,000	6,550,000	1,550,000
REVENUE Total:	14,295,000	2,800,000	6,650,000	1,650,000
EXPENDITURE SUMMARY				
POLICE	12,050,000	-	-	-
FIRE	150,000	150,000	-	-
STREETS	480,000	480,000	2,980,000	480,000
PARKS	1,090,000	300,000	300,000	300,000
LIBRARY	-	200,000	2,100,000	2,100,000
GENERAL FIXED ASSETS	-	-	-	-
DEBT SERVICE	162,593	591,859	573,519	554,240
TOTAL EXPENDITURE SUMMARY	13,932,593	1,721,859	5,953,519	3,434,240
REVENUES OVER(UNDER) EXPENDITURES:	362,407	1,078,141	696,481	(1,784,240)
Beginning Fund Balance	(76,513)	285,894	1,364,035	2,060,516
Ending Fund Balance	285,894	1,364,035	2,060,516	276,277

CAPITAL IMPROVEMENT PROGRAM		History		CURRENT		
PROJECTS	FY 2018 ACTUAL	FY 2019 ACTUAL	2019-2020 Budget	2019-2020 Amended	2019-2020 Estimated	
Highways & Streets						
Paving - Streets	79,294	650,065	400,000	400,000	400,000	
Vactor Truck Rental	-	40,500	-	-	-	
Railroad Crossings	78,764	-	50,000	50,000	50,000	
Sidewalk/ADA Improvements	-	-	20,000	20,000	15,000	
Striping/Coordinating Traffic Signals	-	10,000	10,000	10,000	14,382	
Drainage improvements	80,811	-	-	-	-	
MPO - Westgate	347,000	416,000	416,000	416,000	337,741	
Mile 10 Expansion (County)	-	-	-	-	-	
Culture and Recreation						
Library roof repairs	36,986	-	-	-	-	
Park Improvements	538,658	123,570	200,000	200,000	100,000	
Plan/develop park on N		207,818	1,020,000	1,020,000	230,000	
Library expansion (12k sqft)			-		-	
Public Safety						
Move generator to CH from WTP	43,349	-	-		-	
Buy 40 Acres for Fire Stn	65,052	-	150,000	150,000	65,053	
New Fire Station - N Texas	89,844	739,910	-	-	1,250,000	
New Central Fire/Police stations	-	5,000	1,000,000	1,000,000	1,000,000	
Clean Up Campaign	48,165	30,537	50,000	50,000	35,000	
Debt Service						
Cap lease-Radio equipment	161,421	227,646	162,593	162,593	162,593	
\$8M Debt	-	-	-	-	-	
Total By Year	1,569,344	2,451,046	3,478,593	3,478,593	3,659,769	
REVENUE						
Transfers in from GF	800,000	470,000	570,000	570,000	570,000	
Transfer from - GF add'l	558,071		-	-	-	
Transfers in from Sanitation	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	
Donations-Clean Sweep	1,200	-	-	-	-	
Other-Knapp (Rodriguez Park)	200,000	-	-	-	-	
Other-Sale of Police/Fire on Expy	-	-	1,800,000	1,800,000	94,000	
Intergovernmental Revenue:						
Nat'l Recreation & Park Assoc.	20,000	-	-	-	-	
KNAPP Foundation (N. Park)	-	125,000	125,000	125,000	-	
Texas Parks & Wild Life (N Park)	-	-	500,000	500,000	-	
WEDC (N. Park)	-	-	100,000	100,000	100,000	
Other Financing Sources	-		-	-	-	
Total Revenue	2,579,271	1,595,000	4,095,000	4,095,000	1,764,000	
Excess of Revenue over Expend	1,009,928	(856,046)	616,407	616,407	(1,895,769)	
Carryover prior FB	1,665,374	2,675,302			1,819,256	
Fund Balance	2,675,302	1,819,256	616,407	616,407	(76,513)	

CAPITAL IMPROVEMENT PROGRAM		3 YEAR PLAN		
PROJECTS	PROPOSED	Fiscal Year	Fiscal Year	Fiscal Year
	Budget FY 2020-2021	2021-2022	2022-2023	2023-2024
Highways & Streets				
Paving - Streets	400,000	400,000	400,000	400,000
Vactor Truck Rental	-	-	-	-
Railroad Crossings	50,000	50,000	50,000	50,000
Sidewalk/ADA Improvements	20,000	20,000	20,000	20,000
Striping/Coordinating Traffic Signals	10,000	10,000	10,000	10,000
Drainage improvements	-	-	-	-
MPO - Westgate	-	-	-	-
Mile 10 Expansion (County)	-	-	2,500,000	-
Culture and Recreation				
Library roof repairs	-	-	-	-
Park Improvements	200,000	200,000	200,000	200,000
Plan/develop park on N	890,000	100,000	100,000	100,000
Library expansion (12k sqft)	-	200,000	2,100,000	2,100,000
Public Safety				
Move generator to CH from WTP	-	-	-	-
Buy 40 Acres for Fire Stn	150,000	150,000	-	-
New Fire Station - N Texas	-	-	-	-
New Central Fire/Police stations	12,000,000	-	-	-
Clean Up Campaign	50,000	-	-	-
Debt Service				
Cap lease-Radio equipment	162,593	-	-	-
\$8M Debt	-	591,859	573,519	554,240
Total By Year	13,932,593	1,721,859	5,953,519	3,434,240
REVENUE				
Transfers in from GF	570,000	550,000	550,000	550,000
Transfer from - GF add'l	-	-	-	-
Transfers in from Sanitation	1,000,000	750,000	1,000,000	1,000,000
Donations-Clean Sweep	-	-	-	-
Other-Knapp (Rodriguez Park)	-	-	-	-
Other-Sale of Police/Fire on Expy	-	1,400,000	-	-
Intergovernmental Revenue:				
Nat'l Recreation & Park Assoc.	-	-	-	-
KNAPP Foundation (N. Park)	125,000	-	-	-
Texas Parks & Wild Life (N Park)	500,000	-	-	-
WEDC (N. Park)	100,000	100,000	100,000	100,000
Other Financing Sources	12,000,000	-	5,000,000	-
Total Revenue	14,295,000	2,800,000	6,650,000	1,650,000
Excess of Revenue over Expend	362,407	1,078,141	696,481	(1,784,240)
Carryover prior FB	(76,513)	285,894	1,364,035	2,060,516
Fund Balance	285,894	1,364,035	2,060,516	276,277

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FIRE DEPARTMENT EQUIPMENT REPLACEMENT FUND

FD EQUIP. REPLACEMENT FUND

	History		Current		
	2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	2019-2020 Amended	2019-2020 Estimated
FINANCIAL SUMMARY					
415-4000-490000 OTHER FINANCING SOURCES	462,728	71,145	174,750	174,750	-
415-4000-490100 TRANSFERS FROM OTHER FUNDS	304,124	408,371	450,000	450,000	192,000
Other Financing Sources Total:	766,852	479,516	624,750	624,750	192,000
REVENUE Total:	766,852	479,516	624,750	624,750	192,000
EXPENDITURE SUMMARY					
FIRE	2,998	77,847	174,570	174,570	-
GENERAL FIXED ASSETS	462,728	35,000	-	-	-
DEBT SERVICE	269,048	313,724	415,099	415,099	330,098
TOTAL EXPENDITURES	734,774	426,571	589,669	589,669	330,098
REVENUES OVER(UNDER)					
EXPENDITURES:	32,078	52,946	35,081	35,081	(138,098)

FD EQUIP. REPLACEMENT FUND		3 YEAR PLAN		
FINANCIAL SUMMARY		Fiscal Year	Fiscal Year	Fiscal Year
		2021-2022	2022-2023	2023-2024
415-4000-490000 OTHER FINANCING SOURCES	887,000	1,300,000	137,000	750,000
415-4000-490100 TRANSFERS FROM OTHER FUNDS	425,000	500,000	500,000	500,000
Other Financing Sources Total:	1,312,000	1,800,000	637,000	1,250,000
REVENUE Total:	1,312,000	1,800,000	637,000	1,250,000
EXPENDITURE SUMMARY				
FIRE	887,000	1,300,000	137,000	750,000
GENERAL FIXED ASSETS	-	-	-	-
DEBT SERVICE	390,261	550,261	492,220	557,147
TOTAL EXPENDITURES	1,277,261	1,850,261	629,220	1,307,147
REVENUES OVER(UNDER)				
EXPENDITURES:	34,739	(50,261)	7,780	(57,147)

Capital Outlay Listing

FY 2020-2021

FIRE	565	Engine-2	PIERCE CONTENDER	replacement	850,000
SUPPORT	530	Fire Investigator	FORD ECONOLINE VAN	Replacement	37,000
					887,000

FY 2021-2022

FIRE	580	Ladder-1	PIERCE DASH LADDER TRK	replacement	1,100,000
EMS	514	MEDIC-1	Ford F450 SD	Remount	100,000
EMS	517	MEDIC-3	Ford F450 SD	Remount	100,000
					1,300,000

FY 2022-2023

EMS	513	MEDIC-2	Ford F350 SD	Remount	100,000
SUPPORT	533	Fire Investigator	Ford Explorer	Replacement	37,000
					137,000

FY 2023-2024

FIRE	571	Tank-1	PIERCE IHC TANKER	replacement	600,000
EMS	518	MEDIC-4	Ford F450 SD	Remount	100,000
EMS	536	Dually	CHEVY DUALY	Replacement	50,000
					750,000

FY 2024-2025

EMS	516	MEDIC-5	Ford F350 SD	Remount	100,000
EMS			ESD Grant addition	replacement	215,000
FIRE	566	Engine-1	PIERCE VELOCITY PUMPER	replacement	700,000
					1,015,000

DRAINAGE FUND

DRAINAGE FUND		History	Current			PROPOSED
Financial Summary		2018-2019 Actual	2019-2020 Budget	2019-2020 Amended	2019-2020 Estimated	City Manager Recommendation
416-4000-49010C TRANSFERS FROM OTHER FUNDS		100,000	100,000	50,000	100,000	100,000
416-4000-49300C OTHER FINANCING SOURCES		4,078,948	-	-	-	-
417-4000-49010C TRANSFERS FROM OTHER FUNDS		-	-	-	-	-
417-4000-49300C OTHER FINANCING SOURCES		10,107,256	-	-	-	-
Other Financing Sources Total:		14,286,204	100,000	50,000	100,000	100,000
REVENUE Total:		14,286,204	100,000	50,000	100,000	100,000
EXPENDITURE SUMMARY						
DRAINAGE MAINTENANCE		1,191,208	2,673,147	2,673,147	1,712,634	500,000
DEBT SERVICE		70,712	-	-	-	-
DRAIN DITCH MAINTENANCE		-	-	-	1,270,047	9,480,950
DEBT SERVICE		107,256	-	-	-	-
TOTAL EXPENDITURES		1,369,177	2,673,147	2,673,147	2,982,681	9,980,950
REVENUE OVER(UNDER)						
EXPENDITURES:		12,917,028	(2,573,147)	(2,623,147)	(2,882,681)	(9,880,950)
Beginning Fund Balance		-	12,917,027	12,917,027	12,917,027	10,034,346
Ending Fund Balance		12,917,027	10,343,880	10,293,880	10,034,346	153,396

	History	Current			Proposed
	Fiscal Year 2018-2019	2019-2020 Budget	2019-2020 YTD	2019-2020 Estimated	Fiscal Year 2020-2021
PROJECTS					
Austin & Merida	18,354	379,708	15,580	379,708	
IBWC Levee Improvement	-	67,038	67,038	67,038	-
Flap Gates	-	1,034,900	-	534,900	500,000
Project #7-S. International Blvd & BUS 8	-	82,000	-	82,000	-
Project #8-RDF for S. 88					
Land Purchase-South FM 88	261,810	-	-	-	-
Land Purchase-by cemetery	-	257,048		257,048	-
Tractor	275,398	-	-	-	-
Scraper	150,570	-	-	-	-
Excavator	-	192,721	192,721	192,721	-
Rental Equipment	-	50,000	13,917	50,000	-
Other-Pending	-	198,453	-	198,453	-
Project #2 RDF N. Westgate/Sugarcane	-	2,422,000	-	-	2,422,000
Project #6 Pleasantview					
Engineering-SWG	-	392,500	274,750	392,500	-
Advertising-Design Services	1,003	-	-	-	-
Land Purchase	-	700,000	715,547	715,547	-
Construction	-	-	-	-	3,665,950
Matching Grants					
Army Corps	-	3,393,000	-	-	3,393,000
H2O-Hazard mitigation grant	-	80,000	20,500	80,000	-
Flood Mitigation Assitant Grant-Halff Ass	27,000	-	-	-	-
Drainage Study					
Half Associates	343,074	32,766	-	32,766	-
Westgate Excavation-S. Westgate	114,000	-	-	-	-
Bond Issuance					
Series 2018	70,712	-	-	-	-
Series 2019	107,256	-	-	-	-
TOTAL BY YEAR	1,369,177	9,282,134	1,300,053	2,982,681	9,980,950
REVENUES					
Transfers in from General Fund	100,000	100,000	50,000	100,000	100,000
Other Financing Sources	14,186,204	-	-	-	-
TOTAL REVENUE	14,286,204	100,000	50,000	100,000	100,000
Excess of Revenue over Expenditures	12,917,027			(2,882,681)	(9,880,950)
Carry over prior FB	-			12,917,027	10,034,346
FUND BALANCE	12,917,027	-	-	10,034,346	153,396

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WATER & WASTEWTR COMBINED

WATER/WASTEWATER COMBINED		History		Current		
FINANCIAL SUMMARY		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	2019-2020 Amended	2019-2020 Estimated
501-4000-433300	WATER SALES	6,410,871	6,724,497	7,036,250	6,916,250	6,892,227
501-4000-433300	WATER SALES-CITY OF DONNA	-	-	-	-	-
501-4000-433310	WATER TAPPING FEES	215,385	245,287	300,000	270,000	256,000
501-4000-433720	UTILITY BILLING PENALTIES	106,209	111,705	77,250	62,250	55,000
501-4000-437210	ONLINE TRANSACTION FEE	26,474	8,623	25,000	25,000	21,000
501-4000-439010	OVER/UNDER	76	18	-	-	-
508-4000-433400	WASTEWATER SALES	4,779,659	4,926,041	5,000,000	4,910,000	4,909,588
508-4000-433410	WASTEWATER CONNECTION FEES	23,385	32,907	27,000	27,000	25,824
508-4000-433450	CAPITAL IMPROVEMENT FEE	684,998	642,214	759,110	669,110	638,246
508-4000-433650	GREASE TRAP COLLECTION FEES	659	8,773	5,150	5,150	3,693
508-4000-433720	UTILITY BILLING PENALTIES	88,948	90,153	87,550	77,550	45,000
Charges for services Total:		12,336,663	12,790,218	13,317,310	12,962,310	12,846,578
501-4000-450010	INTERGOVERNMENTAL REVENUE	240,158	39,750	-	-	-
Intergovernmental Total:		240,158	39,750	-	-	-
501-4000-471530	RENT OF WATER TOWER	18,251	18,479	18,251	18,251	21,000
501-4000-476350	CONTRIBUTIONS FROM DEVELOPER	-	-	-	-	-
501-4000-478910	MISCELLANEOUS REVENUE	63,643	70,984	63,500	63,500	47,000
508-4000-476350	CONTRIBUTIONS FROM DEVELOPERS	-	-	-	-	-
508-4000-478910	MISCELLANEOUS REVENUE	1,889	735	-	-	-
Miscellaneous Total:		83,783	90,197	81,751	81,751	68,000
501-4000-490000	OTHER FINANCING SOURCES	-	-	-	-	-
501-4000-490100	TRANSFER FROM OTHER FUNDS	-	-	629,183	629,183	629,183
501-4000-492010	PROCEED SALE OF ASSETS	-	38,412	-	-	-
501-4000-494000	GAIN/LOSS-ACCOUNTING CHANGE	(238,411)	-	-	-	-
Other Financing Sources Total:		(238,411)	38,412	629,183	629,183	629,183
REVENUES		12,422,193	12,958,577	14,028,244	13,673,244	13,543,761
EXPENDITURE SUMMARY						
WATER TREATMENT PLANT		1,763,066	1,779,675	1,627,824	1,633,694	1,603,500
WATER DISTRIBUTION		1,103,642	876,762	668,570	668,570	725,952
METER READER DIVISION		209,618	439,386	318,852	387,852	392,482
UTILITY BILLING		341,143	323,786	318,850	318,850	320,036
DEBT SERVICE		-	181,947	527,472	527,472	527,472
TRANSFERS & OTHER USES		4,721,344	4,391,736	3,548,911	3,548,911	3,548,911
EMERGENCY MANAGEMENT		34,700	-	-	-	-
WASTEWATER TREATMENT		1,747,024	2,351,435	1,372,589	1,409,329	1,483,711
WASTEWATER COLLECTION		2,189,946	2,590,044	1,862,379	1,910,379	1,926,435
DEBT SERVICE		-	2,290	70,553	70,553	70,552
TRANSFERS & OTHER USES		2,030,730	2,998,586	3,404,900	3,404,900	3,404,900
TOTAL EXPENDITURES		14,141,213	15,935,648	13,720,900	13,880,510	14,003,951
REVENUES OVER(UNDER) EXPENDITURES		(1,719,020)	(2,977,071)	307,344	(207,266)	(460,190)

WATER/WASTEWATER COMBINED		Proposed	3 YEAR PLAN		
FINANCIAL SUMMARY		Budget FY 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024
501-4000-433300	WATER SALES	7,167,916	7,320,515	7,466,925	7,616,263
501-4000-433300	WATER SALES-CITY OF DONNA	200,000	-	-	-
501-4000-433310	WATER TAPPING FEES	325,000	350,000	375,000	400,000
501-4000-433720	UTILITY BILLING PENALTIES	78,000	70,000	70,000	70,700
501-4000-437210	ONLINE TRANSACTION FEE	25,000	25,000	25,000	25,000
501-4000-439010	OVER/UNDER	-	-	-	-
508-4000-433400	WASTEWATER SALES	5,007,780	5,301,500	5,451,500	5,601,500
508-4000-433410	WASTEWATER CONNECTION FEES	27,000	27,000	27,000	27,000
508-4000-433450	CAPITAL IMPROVEMENT FEE	755,000	759,110	759,110	759,110
508-4000-433650	GREASE TRAP COLLECTION FEES	3,000	5,150	5,150	5,150
508-4000-433720	UTILITY BILLING PENALTIES	87,550	87,550	87,550	87,550
Charges for services Total:		13,676,246	13,945,825	14,267,235	14,592,273
501-4000-450010	INTERGOVERNMENTAL REVENUE	-	-	-	-
Intergovernmental Total:		-	-	-	-
501-4000-471530	RENT OF WATER TOWER	21,000	18,251	18,251	18,251
501-4000-476350	CONTRIBUTIONS FROM DEVELOPER	-	-	-	-
501-4000-478910	MISCELLANEOUS REVENUE	55,000	63,500	63,500	63,500
508-4000-476350	CONTRIBUTIONS FROM DEVELOPERS	-	-	-	-
508-4000-478910	MISCELLANEOUS REVENUE	-	-	-	-
Miscellaneous Total:		76,000	81,751	81,751	81,751
501-4000-490000	OTHER FINANCING SOURCES	-	-	-	-
501-4000-490100	TRANSFER FROM OTHER FUNDS	500,000	-	-	-
501-4000-492010	PROCEED SALE OF ASSETS	-	-	-	-
501-4000-494000	GAIN/LOSS-ACCOUNTING CHANGE	-	-	-	-
Other Financing Sources Total:		500,000	-	-	-
REVENUES		14,252,246	14,027,576	14,348,986	14,674,024
EXPENDITURE SUMMARY					
	WATER TREATMENT PLANT	1,658,500	1,632,328	1,632,328	1,632,328
	WATER DISTRIBUTION	741,690	665,750	666,450	666,450
	METER READER DIVISION	399,954	283,404	283,604	283,604
	UTILITY BILLING	330,701	314,719	315,119	315,119
	DEBT SERVICE	527,602	527,472	527,471	527,472
	TRANSFERS & OTHER USES	3,510,471	3,346,684	3,334,754	3,477,927
	EMERGENCY MANAGEMENT	-	-	-	-
	WASTEWATER TREATMENT	1,406,250	1,361,775	1,361,775	1,361,775
	WASTEWATER COLLECTION	1,862,297	1,859,997	1,860,497	1,860,497
	DEBT SERVICE	70,552	70,552	70,552	209,640
	TRANSFERS & OTHER USES	3,461,990	3,473,903	3,407,133	3,601,485
TOTAL EXPENDITURES		13,970,007	13,536,583	13,459,682	13,936,296
REVENUES OVER(UNDER) EXPENDITURES		282,239	490,992	889,304	737,728

	History		Current			Proposed
	2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimated	Budget FY 2020-2021
WATER TREATMENT PLANT						
501-5312-511128 PENSION EXPENSE-AUDIT	33,792	59,984	-	-	-	
501-5312-511129 OPEB EXPENSE	-	2,172	-	-	-	-
Personal services Total:	33,792	62,156	-	-	-	-
501-5312-522010 COMMUNICATIONS	1,547	1,490	4,700	4,700	1,300	2,000
501-5312-522380 UTILITIES	231,047	164,205	225,496	210,496	210,000	200,000
501-5312-522636 MAINT-VEHICLES	196	8	2,628	2,628	200	1,500
501-5312-522640 MAINT-ALLOWANCE	835	156	20,000	20,000	1,000	10,000
501-5312-522810 OTHER SERVICES	5,907	-	-	-	-	-
501-5312-522840 INSPECTION FEES	33,508	32,049	35,000	35,000	34,000	35,000
Other charges Total:	273,039	197,907	287,824	272,824	246,500	248,500
501-5312-533012 CONTRACTUAL SERVICES	924,724	991,130	1,000,000	1,000,000	1,000,000	1,040,000
Contractual services Total:	924,724	991,130	1,000,000	1,000,000	1,000,000	1,040,000
501-5312-544016 MOTOR FUEL & LUBE	13,575	9,729	10,000	10,000	7,000	10,000
501-5312-544044 WATER DELIVERY FEES	363,900	359,117	330,000	330,000	350,000	360,000
Supplies Total:	377,475	368,846	340,000	340,000	357,000	370,000
501-5312-550100 CAPITAL OUTLAY	-	-	-	20,870	-	-
501-5312-548050 EQUIPMENT	6,550	-	-	-	-	-
Capital outlay Total:	6,550	-	-	20,870	-	-
501-5312-571010 DEPRECIATION	154,035	159,636	-	-	-	-
Depreciation Total:	154,035	159,636	-	-	-	-
WATER TREATMENT	1,763,066	1,779,675	1,627,824	1,633,694	1,603,500	1,658,500

		History		Current			Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020	Budget
WATER DISTRIBUTION		Actual	Actual	Budget	Amended	Estimated	FY 2020-2021
501-5314-510010	EXEMPT WAGES	-	-	-	-	-	
501-5314-510020	NON-EXEMPT WAGES	225,904	192,482	196,037	196,037	224,207	206,801
501-5314-510080	OVERTIME	68,980	41,272	50,000	50,000	50,000	50,000
501-5314-511100	GROUP HEALTH INSURANCE	41,668	27,904	35,623	35,623	33,964	40,886
501-5314-511120	PENSION CONTRIBUTION	24,456	19,490	21,405	21,405	21,106	21,982
501-5314-511140	FICA TAX	18,272	14,589	15,254	15,254	14,825	15,922
501-5314-511150	MEDICARE TAX	4,273	3,412	3,568	3,568	3,500	3,724
501-5314-511160	WORKERS COMP INSURANCE	8,179	8,904	13,998	13,998	6,600	8,410
501-5314-511180	UNEMPLOYMENT TAX	1,306	363	1,750	1,750	1,200	1,875
Personal services Total:		393,040	308,417	337,635	337,635	355,402	349,600
501-5314-522010	COMMUNICATIONS	2,563	3,262	6,600	6,600	6,600	6,600
501-5314-522043	TRAVEL AND TRAINING	6,587	2,978	5,000	5,000	4,900	5,000
501-5314-522080	INSURANCE & BONDS	6,925	10,269	7,590	7,590	7,590	7,590
501-5314-522095	SPECIAL PROJECTS	10,232	6,861	12,000	12,000	12,000	12,000
501-5314-522440	POSTAGE	15	21	-	-	150	150
501-5314-522520	MEMBERSHIP & SUBSCRIPTION	1,710	2,011	1,900	1,900	2,000	2,000
501-5314-522628	MAINT-OTHER	2,966	2,952	2,750	2,750	2,800	2,800
501-5314-522634	MAINT-MACHINERY	14,853	9,116	15,000	15,000	21,000	15,000
501-5314-522636	MAINT-VEHICLES	10,890	9,844	10,560	10,560	10,200	11,000
501-5314-522648	MAINT-WATER MAINS	200,550	114,010	200,000	200,000	230,000	200,000
501-5314-522649	MAINT-FIRE HYDRANTS	50,349	21,992	25,000	25,000	25,000	25,000
501-5314-522810	OTHER SERVICES	292	11,556	1,765	1,765	1,890	2,000
Other charges Total:		307,934	194,871	288,165	288,165	324,130	289,140
501-5314-544001	OFFICE SUPPLIES	-	477	550	550	1,000	1,000
501-5314-544005	JANITOR SUPPLIES	330	172	550	550	550	550
501-5314-544012	CLOTHING & LINENS	5,413	4,886	7,000	7,000	9,000	7,000
501-5314-544016	MOTOR FUEL & LUBE	13,467	12,201	12,000	12,000	10,000	10,000
501-5314-544020	MINOR TOOLS	1,820	1,788	2,100	2,100	3,500	2,300
501-5314-544045	OTHER SUPPLIES	3,184	2,828	4,000	4,000	5,800	4,800
Supplies Total:		24,214	22,352	26,200	26,200	29,850	25,650
501-5314-550100	CAPITAL OUTLAY	-	-	-	-	-	56,000
501-5314-548050	EQUIPMENT	44,142	11,781	16,570	16,570	16,570	21,300
Capital outlay Total:		44,142	11,781	16,570	16,570	16,570	77,300
501-5314-571010	DEPRECIATION	334,312	339,341	-	-	-	-
Depreciation Total:		334,312	339,341	-	-	-	-
WATER DISTRIBUTION		1,103,642	876,762	668,570	668,570	725,952	741,690

		History		Current		Proposed	
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020	Budget
		Actual	Actual	Budget	Amended	Estimated	FY 2020-2021
METER READER DIVISION							
501-5315-510020	NON-EXEMPT WAGES	98,049	72,092	76,929	71,929	66,000	77,776
501-5315-510080	OVERTIME	5,811	4,103	2,500	2,500	2,500	2,500
501-5315-511100	GROUP HEALTH INSURANCE	19,796	12,722	15,267	14,267	13,200	18,871
501-5315-511120	PENSION CONTRIBUTION	8,095	6,627	6,910	6,910	6,300	6,872
501-5315-511140	FICA TAX	6,242	5,064	4,925	4,925	4,300	4,977
501-5315-511150	MEDICARE TAX	1,460	1,184	1,153	1,153	1,000	1,164
501-5315-511160	WORKERS COMP INSURANCE	4,642	2,388	4,518	4,518	2,400	3,544
501-5315-511180	UNEMPLOYMENT TAX	648	28	750	750	500	750
Personal services Total:		144,743	104,208	112,952	106,952	96,200	116,454
501-5315-522010	COMMUNICATIONS	2,822	5,162	5,000	5,000	5,700	5,700
501-5315-522043	TRAVEL AND TRAINING	-	-	-	-	-	-
501-5315-522080	INSURANCE & BONDS	1,825	2,390	2,000	2,000	1,900	2,000
501-5315-522520	MEMBERSHIP & SUBSCRIPTION	-	-	-	-	-	-
501-5315-522634	MAINT-MACHINERY	839	-	-	-	-	-
501-5315-522636	MAINT-VEHICLES	4,761	2,054	2,000	2,000	2,000	2,000
501-5315-522639	MAINT-RADIOS	-	-	1,000	1,000	-	1,000
501-5315-522642	MAINT-METERS	(1,643)	11,738	5,000	5,000	9,000	6,000
501-5315-522810	OTHER SERVICES	454	35,820	2,500	2,500	2,000	1,500
Other charges Total:		9,058	57,164	17,500	17,500	20,600	18,200
501-5315-544001	OFFICE SUPPLIES	-	91	-	-	-	-
501-5315-544005	JANITOR SUPPLIES	10	-	-	-	-	-
501-5315-544012	CLOTHING & LINENS	2,606	2,522	2,400	2,400	1,500	1,000
501-5315-544016	MOTOR FUEL & LUBE	7,748	8,076	8,000	8,000	7,200	8,000
501-5315-544020	MINOR TOOLS	687	18	500	500	200	500
501-5315-544025	CHEMICALS	209	-	1,000	1,000	-	800
501-5315-544045	OTHER SUPPLIES	53	818	-	-	-	-
Supplies Total:		11,313	11,524	11,900	11,900	8,900	10,300
501-5315-550100	CAPITAL OUTLAY	-	-	175,000	250,000	265,782	254,000
501-5315-548050	EQUIPMENT	22,088	4,401	1,500	1,500	1,000	1,000
Capital outlay Total:		22,088	4,401	176,500	251,500	266,782	255,000
501-5315-571010	DEPRECIATION	22,416	262,089	-	-	-	-
Depreciation Total:		22,416	262,089	-	-	-	-
WATER METER DIVISION		209,618	439,386	318,852	387,852	392,482	399,954

		History		Current		Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020
		Actual	Actual	Budget	Amended	Estimated
UTILITY BILLING						Budget
						FY 2020-2021
501-5316-510010	EXEMPT WAGES	-	-	-	-	-
501-5316-510020	NON-EXEMPT WAGES	112,062	105,949	113,760	113,760	117,329
501-5316-510025	PART-TIME WAGES	11,190	13,129	10,714	10,714	-
501-5316-510030	TEMPORARY WAGES	-	893	-	-	10,200
501-5316-510080	OVERTIME	2,287	3,436	4,000	4,000	2,000
501-5316-511100	GROUP HEALTH INSURANCE	21,827	16,433	20,356	20,356	20,262
501-5316-511120	PENSION CONTRIBUTION	9,315	9,221	10,263	10,263	10,992
501-5316-511140	FICA TAX	7,497	7,705	7,965	7,965	8,035
501-5316-511150	MEDICARE TAX	1,753	1,802	1,863	1,863	1,879
501-5316-511160	WORKERS COMP INSURANCE	456	410	579	579	370
501-5316-511180	UNEMPLOYMENT TAX	728	172	1,250	1,250	730
Personal services Total:		167,114	159,150	170,750	170,750	171,797
501-5316-522010	COMMUNICATIONS	982	747	1,000	1,000	800
501-5316-522043	TRAVEL AND TRAINING	20	1,461	2,000	2,000	689
501-5316-522320	COPYING EXPENSES	1,220	1,186	1,000	1,000	1,300
501-5316-522440	POSTAGE	52,741	40,517	55,000	55,000	54,000
501-5316-522631	MAINT-OFFICE MACHINES	-	-	500	500	-
501-5316-522639	MAINT-RADIOS	720	792	2,000	2,000	1,500
501-5316-522810	OTHER SERVICES	12,402	3,602	3,000	3,000	3,000
501-5316-522920	BANK & CREDIT CARD SERVICES	98,779	106,331	75,000	75,000	80,000
Other charges Total:		166,864	154,635	139,500	139,500	141,289
501-5316-544001	OFFICE SUPPLIES	6,182	8,825	8,000	8,000	6,500
501-5316-544012	CLOTHING & LINENS	383	130	500	500	400
501-5316-544045	OTHER SUPPLIES	61	117	100	100	50
Supplies Total:		6,626	9,072	8,600	8,600	6,950
501-5316-548050	EQUIPMENT	50	438	-	-	-
Capital Outlay Total:		50	438	-	-	-
501-5316-571010	DEPRECIATION	490	490	-	-	-
Depreciation Total:		490	490	-	-	-
UTILITY BILLING		341,143	323,786	318,850	318,850	320,036
						330,701

		History		Current		Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020
		Actual	Actual	Budget	Amended	Estimated
DEBT SERVICE						Budget
						FY 2020-2021
501-5700-566210	INTEREST EXPENSE	-	-	-	-	-
501-5700-566500	PRINCIPAL - CAP LEASES	-	-	369,253	369,253	369,253
501-5700-566550	INTEREST - CAP LEASES	-	181,947	158,219	158,219	158,219
Debt service Total:		-	181,947	527,472	527,472	527,472
DEBT SERVICE Total:		-	181,947	527,472	527,472	527,472

		History		Current		Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020
		Actual	Actual	Budget	Amended	Estimated
TRANSFERS & OTHER USES						Budget
						FY 2020-2021
501-5800-522098	BAD DEBT EXPENSE	96,095	70,370	-	-	-
Other charges Total:		96,095	70,370	-	-	-
501-5800-580000	TRANSFERS OUT	-	290,000	43,000	43,000	43,000
501-5800-580101	TRANSFER TO GENERAL FUND	447,584	895,171	895,171	895,171	895,171
501-5800-580503	TRANSFER TO WTR SWR I&S	4,177,665	3,136,195	2,610,740	2,610,740	2,610,740
Other Financing Uses Total:		4,625,249	4,321,366	3,548,911	3,548,911	3,548,911
TRANSFERS & OTHER USES		4,721,344	4,391,736	3,548,911	3,548,911	3,548,911

		History		Current		Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020
		Actual	Actual	Budget	Amended	Estimated
WASTEWATER TREATMENT						Budget
						FY 2020-2021
508-5322-510010	EXEMPT WAGES	-	-	-	-	-
508-5322-522010	COMMUNICATIONS	810	790	3,000	3,000	810
508-5322-522380	UTILITIES	374,073	406,522	400,000	385,000	395,000
508-5322-522628	MAINT-OTHER	13,557	-	-	-	-
508-5322-522634	MAINT-MACHINERY	-	-	-	-	400
508-5322-522636	MAINT-VEHICLES	642	802	1,000	1,000	500
508-5322-522640	MAINT-ALLOWANCE	87,825	363	25,000	4,000	4,000
508-5322-522810	OTHER SERVICES	6,720	2,713	4,000	4,000	2,000
508-5322-522840	INSPECTION FEES	59,722	51,672	55,000	55,000	56,000
Other charges Total:		543,350	462,862	488,000	452,000	458,710
508-5322-533012	CONTRACTUAL SERVICES	858,486	887,171	874,589	874,589	980,000
Contractual services Total:		858,486	887,171	874,589	874,589	980,000
508-5322-544016	MOTOR FUEL & LUBE	3,396	9,877	10,000	10,000	3,000
508-5322-544045	OTHER SUPPLIES	9,301	-	-	-	-
Supplies Total:		12,697	9,877	10,000	10,000	3,000
508-5322-550100	CAPITAL OUTLAY	-	-	-	72,740	42,001
508-5322-548050	EQUIPMENT	44,411	4,621	-	-	-
Capital outlay Total:		44,411	4,621	-	72,740	42,001
508-5322-571010	DEPRECIATION	288,080	986,904	-	-	-
Depreciation Total:		288,080	986,904	-	-	-
WASTEWATER TREATMENT		1,747,024	2,351,435	1,372,589	1,409,329	1,483,711
						1,406,250

		History		Current			Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020	Budget
		Actual	Actual	Budget	Amended	Estimated	FY 2020-2021
WASTEWATER COLLECTION							
508-5324-510010	EXEMPT WAGES	-	-	-	-	-	-
508-5324-510020	NON-EXEMPT WAGES	85,545	146,264	159,630	119,630	97,000	140,904
508-5324-510080	OVERTIME	16,036	30,438	18,000	18,000	17,000	18,000
508-5324-511100	GROUP HEALTH INSURANCE	15,420	18,934	25,445	20,445	17,811	28,306
508-5324-511120	PENSION CONTRIBUTION	8,182	13,245	15,454	15,454	10,500	12,701
508-5324-511128	PENSION EXPENSE-AUDIT	7,663	11,997	-	-	-	-
508-5324-511129	OPEB EXPENSE	-	434	-	-	-	-
508-5324-511140	FICA TAX	5,975	9,884	11,013	11,013	7,068	9,199
508-5324-511150	MEDICARE TAX	1,397	2,311	2,576	2,576	1,653	2,151
508-5324-511160	WORKERS COMP INSURANCE	4,523	4,234	10,011	10,011	6,138	6,496
508-5324-511180	UNEMPLOYMENT TAX	560	207	1,250	1,250	455	1,375
Category: 51 - Personal services Total:		145,301	237,947	243,379	198,379	157,625	219,132
508-5324-522010	COMMUNICATIONS	678	955	2,000	2,000	4,900	13,000
508-5324-522043	TRAVEL AND TRAINING	1,142	150	2,460	2,460	2,500	2,500
508-5324-522080	INSURANCE & BONDS	2,208	3,487	2,500	2,500	3,500	2,500
508-5324-522320	COPYING EXPENSES	-	-	-	-	-	-
508-5324-522380	UTILITIES	99,434	226,983	210,000	210,000	250,000	210,000
508-5324-522440	POSTAGE	-	78	-	-	150	150
508-5324-522445	COLLECTION COSTS	25,062	26,467	22,000	22,000	22,000	22,000
508-5324-522520	MEMBERSHIP & SUBSCRIPTIC	-	-	-	-	300	300
508-5324-522628	MAINT-OTHER	1,788	-	1,200	1,200	1,300	1,200
508-5324-522634	MAINT-MACHINERY	18,225	13,626	10,000	18,000	18,000	15,000
508-5324-522636	MAINT-VEHICLES	18,954	4,916	6,000	6,000	7,800	6,500
508-5324-522640	MAINT-ALLOWANCE	15,310	17,346	42,240	42,240	42,240	42,240
508-5324-522650	MAINT-COLLECTION LINES	11,507	158,267	80,000	105,000	105,000	100,000
508-5324-522810	OTHER SERVICES	152,954	78,060	183,000	243,000	250,000	183,000
Other charges Total:		347,261	530,334	561,400	654,400	707,690	598,390
508-5324-533010	PROFESSIONAL SERVICES	2,250	-	-	-	-	-
508-5324-533012	CONTRACTUAL SERVICES	858,487	887,171	953,775	953,775	953,775	925,000
Contractual services Total:		860,737	887,171	953,775	953,775	953,775	925,000
508-5324-544001	OFFICE SUPPLIES	49	-	-	-	1,000	1,000
508-5324-544012	CLOTHING & LINENS	1,574	1,991	3,000	3,000	3,200	3,000
508-5324-544016	MOTOR FUEL & LUBE	18,121	24,668	22,000	22,000	25,000	22,000
508-5324-544020	MINOR TOOLS	282	985	1,100	1,100	1,200	1,200
508-5324-544025	CHEMICALS	19,993	49,074	70,000	70,000	70,000	70,000
508-5324-544045	OTHER SUPPLIES	2,005	1,793	1,980	1,980	1,200	2,000
Supplies Total:		42,022	78,512	98,080	98,080	101,600	99,200
508-5324-550100	CAPITAL OUTLAY	-	-	-	-	-	-
508-5324-548050	EQUIPMENT	19,514	4,555	5,745	5,745	5,745	20,575
Capital outlay Total:		19,514	4,555	5,745	5,745	5,745	20,575
508-5324-571010	DEPRECIATION	775,111	851,525	-	-	-	-
Depreciation Total:		775,111	851,525	-	-	-	-
WASTEWATER COLLECTION		2,189,946	2,590,044	1,862,379	1,910,379	1,926,435	1,862,297

		History		Current			Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020	Budget
		Actual	Actual	Budget	Amended	Estimated	FY 2020-2021
DEBT SERVICE							
508-5700-566120	PRINCIPAL-CAP LEASES	-	-	53,464	53,464	53,464	55,338
508-5700-566210	BOND INTEREST	-	-		-	-	-
508-5700-566220	INTERES-CAP LEASES	-	2,290	17,089	17,089	17,088	15,214
Debt service Total:		-	2,290	70,553	70,553	70,552	70,552
DEBT SERVICE Total:		-	2,290	70,553	70,553	70,552	70,552

		History		Current			Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020	Budget
		Actual	Actual	Budget	Amended	Estimated	FY 2020-2021
TRANSFERS & OTHER USES							
508-5800-522098	BAD DEBT EXPENSE	118,362	48,635	-	-	-	-
Other charges Total:		118,362	48,635	-	-	-	-
508-5800-580000	TRANSFERS TO OTHER FUNDS	-	937,326	382,250	382,250	382,250	434,500
508-5800-580101	TRANSFER TO GENERAL FUND	670,390	670,390	670,390	670,390	670,390	670,390
508-5800-580503	TRANSFER TO WTR SWR I&S	1,241,978	1,342,235	2,352,260	2,352,260	2,352,260	2,357,100
Other Financing Uses Total:		1,912,368	2,949,951	3,404,900	3,404,900	3,404,900	3,461,990
TRANSFERS & OTHER USES		2,030,730	2,998,586	3,404,900	3,404,900	3,404,900	3,461,990

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WATER & WASTEWTR CIP Projects

WATER & WASTEWATER PROJECTS-CIP

Financial Summary		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimated
502-4000-490100	TRANSFERS IN	-	1,227,326	425,250	212,625	425,250
Department: 4000 - REVENUE Total:		-	1,227,326	425,250	212,625	425,250
502-5312-550100	CAPITAL OUTLAY WTP	-	-	37,000	7,139	37,000
502-5314-553120	CAPITAL OUTLAY IMPROVEMENTS	-	-	6,000	-	-
502-5314-553121	EQUIPMENT	-	5,744	-	-	-
502-5314-571010	DEPRECIATION	-	5,393	-	-	-
502-5322-553120	CAPITAL OUTLAY IMPROVEMENTS	-	51,190	163,450	51,564	120,000
502-5322-571010	DEPRECIATION	-	2,577	-	-	-
502-5324-553120	CAPITAL OUTLAY IMPROVEMENTS-WWC	-	-	218,800	186,564	218,800
502-5342-571010	DEPRECIATION	307,741	316,660	-	-	-
WATER/SEWER PROJECTS Surplus (Deficit):		307,741	381,563	425,250	245,267	375,800
REVENUES OVER (UNDER) EXPENDITURES		(307,741)	845,763	-	(32,642)	49,450

WATER & WASTEWATER PROJECTS-CIP

		Proposed	3 YEAR PLAN		
Financial Summary		Budget FY 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024
502-4000-490100	TRANSFERS IN	653,500	616,500	535,500	752,500
Department: 4000 - REVENUE Total:		653,500	616,500	535,500	752,500
502-5312-550100	CAPITAL OUTLAY WTP	115,000	108,000	98,000	182,000
502-5314-553120	CAPITAL OUTLAY IMPROVEMENTS	104,000	55,000	50,000	-
502-5314-553121	EQUIPMENT	-	-	-	-
502-5314-571010	DEPRECIATION	-	-	-	-
502-5322-553120	CAPITAL OUTLAY IMPROVEMENTS	188,000	176,000	187,500	365,500
502-5322-571010	DEPRECIATION	-	-	-	-
502-5324-553120	CAPITAL OUTLAY IMPROVEMENTS-WWC	246,500	277,500	200,000	205,000
502-5342-571010	DEPRECIATION	-	-	-	-
WATER/SEWER PROJECTS Surplus (Deficit):		653,500	616,500	535,500	752,500
REVENUES OVER (UNDER) EXPENDITURES		-	-	-	-

FY 2021**Transfer In**

Water	219,000
Wastewater	434,500

Water Expenditures:

Scag Riding Mower 72"	15,000
Repair/Replace high service pumps	45,000
Repair/Replace chemical pumps	10,000
Centrifuge Prog Cavity Pump/motor	40,000
Centrifuge maintenance by contractor	5,000
Inframark Total	115,000

10YD Dump truck	90,000
Flat bed trailer	14,000
Med wheel excavator	-
Water Distribution	104,000

Wastewater Expenditures

LS#03-Replace pump	15,000
LS#05-Replace pump	13,000
LS#05-Guide Rail Replacement	
LS#10-Guide Rail Replacement	
LS#10-Replace 3rd pump	13,000
LS#35-Primary wet well/pump base upgrade	-
LS#29 New pump	-
LS#35 New pump	15,000
LS#36 New pump	15,000
NWWTP-Rotor gearbox	10,000
NWWTP-Magna rotor	30,000
NWWTP-Fencing Oxidation ditch	11,000
NWWTP-Sludge pump repair	18,000
SWWTP-Magna Rotor	30,000
SWWTP-Rotor gearbox	10,000
SWWTP-Fencing Oxidation ditch	-
SWWTP-RAS pump	8,000
Inframark Total	188,000

Pipe Bursting	100,000
Pipe Bursting-Additional	-
Manhole Rehabilitation	100,000
Manhole Rehabilitation-additional	25,000
Nozzles for jet trucks	15,000
Vacuum tubs for vac trucks	4,000
Smoke tester to tes for leaks	2,500

Wastewater Collection **246,500**

Total Expenditures water /wastewater 653,500

SOLID WASTE FUND

SOLID WASTE FUND		History		Current		
FINANCIAL SUMMARY		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimate
540-4000-433600	GARBAGE FEES	3,857,925	3,847,817	4,050,000	4,265,846	3,977,801
540-4000-433620	BRUSH FEES	1,158,626	1,160,853	1,372,800	1,372,800	1,214,772
540-4000-433660	RECYCLING	5,081	10,925	5,000	5,000	3,500
540-4000-433720	UTILITY BILLING PENALTIES	73,396	73,481	82,000	82,000	42,000
Category: 43 - Charges for services Total:		5,095,028	5,093,075	5,509,800	5,725,646	5,238,073
540-4000-450010	INTERGOVERNMENTAL REVENUE	-	29,670	-	-	-
Category: 45 - Intergovernmental Total:		-	29,670	-	-	-
540-4000-493000	OTHER FINANCING SOURCE	-	-	-	570,485	570,485
Category: 45 - Intergovernmental Total:		-	-	-	570,485	570,485
Department: 4000 - REVENUE Total:		5,095,028	5,122,745	5,509,800	6,296,131	5,808,558
EXPENDITURE SUMMARY						
	EMERGENCY MANAGEMENT	442,211	186,659	-	-	-
	SOLID WASTE COLLECTION	3,153,388	3,449,985	3,260,140	3,383,140	3,331,262
	TRANSFER STATION	112,802	114,021	94,508	96,508	69,820
	LANDFILL	3,137	348	30,400	33,400	37,360
	BRUSH COLLECTION-OUTSOURCE	639,558	687,998	650,000	1,255,485	-
	BRUSH COLLECTION-IN-HOUSE	-	-	-	-	1,215,485
	TRANSFERS & OTHER USES	1,125,168	1,169,885	1,125,000	1,125,000	1,125,000
TOTAL EXPENDITURES		5,476,263	5,608,896	5,160,048	5,893,533	5,778,927
REVENUES OVER (UNDER) EXPENDITURES		(381,235)	(486,151)	349,752	402,598	29,631

SOLID WASTE FUND	Proposed	3 YEAR PLAN		
FINANCIAL SUMMARY	Budget FY 2020-2021	2020-2022 City Manager	2021-2023 City Manager	2022-2024 City Manager
540-4000-433600 GARBAGE FEES	4,050,000	4,050,000	4,050,000	4,050,000
540-4000-433620 BRUSH FEES	1,300,000	1,372,800	1,372,800	1,372,800
540-4000-433660 RECYCLING	5,000	5,000	5,000	5,000
540-4000-433720 UTILITY BILLING PENALTIES	82,000	82,000	82,000	82,000
Category: 43 - Charges for services Total:	5,437,000	5,509,800	5,509,800	5,509,800
540-4000-450010 INTERGOVERNMENTAL REVENUE				
Category: 45 - Intergovernmental Total:	-	-	-	-
540-4000-493000 OTHER FINANCING SOURCE				
Category: 45 - Intergovernmental Total:	-	-	-	-
Department: 4000 - REVENUE Total:	5,437,000	5,509,800	5,509,800	5,509,800
EXPENDITURE SUMMARY				
EMERGENCY MANAGEMENT	-	-	-	-
SOLID WASTE COLLECTION	3,428,799	3,260,140	3,260,140	3,260,140
TRANSFER STATION	104,289	93,745	93,945	94,176
LANDFILL	48,100	47,800	47,800	47,800
BRUSH COLLECTION-OUTSOURCE	-	-	-	-
BRUSH COLLECTION-IN-HOUSE	614,324	614,548	614,548	614,548
TRANSFERS & OTHER USES	1,125,000	850,000	1,125,000	1,125,000
TOTAL EXPENDITURES	5,320,513	4,866,233	5,141,433	5,141,664
REVENUES OVER (UNDER) EXPENDITURES	116,487	643,567	368,367	368,136

		History		Current			Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020	Budget
SOLID WASTE COLLECTIONS		Actual	Actual	Budget	Amended	Estimate	FY 2020-2021
540-5330-510020	NON-EXEMPT WAGES	50	(278)	-	-	-	
540-5330-511128	PENSION EXPENSE-AUDIT	1,776	3,599	-	-	-	
540-5330-511160	WORKERS COMP INSURANCE	-	131	-	-	2,000	
Category: 51 - Personal services Total:		1,826	3,452	-	-	2,000	-
540-5330-522010	COMMUNICATIONS	189	-	-	-	-	
540-5330-522240	ADVERTISING	-	-	-	-	341	
540-5330-522445	COLLECTION COSTS	35,697	37,442	32,000	32,000	37,000	37,000
540-5330-522636	MAINT-VEHICLES	-	154	2,500	2,500	-	500
540-5330-522810	OTHER SERVICES	50,093	72,623	30,000	30,000	36,291	38,000
Category: 52 - Other charges Total:		85,979	110,218	64,500	64,500	73,632	75,500
540-5330-533100	CONTRACTUAL SERVICES	3,064,130	3,334,787	3,195,640	3,318,640	3,255,630	3,353,299
Category: 53 - Contractual services Total:		3,064,130	3,334,787	3,195,640	3,318,640	3,255,630	3,353,299
540-5330-544045	OTHER SUPPLIES	-	94	-	-	-	
Category: 54 - Supplies Total:		-	94	-	-	-	-
540-5330-571010	DEPRECIATION	1,453	1,434	-	-	-	
Category: 57 - Depreciation Total:		1,453	1,434	-	-	-	-
Department: 5330 - SOLID WASTE COLLECTION Total:		3,153,388	3,449,985	3,260,140	3,383,140	3,331,262	3,428,799

SOLID WASTE FUND

		History		Current			Proposed
TRANSFER STATION/RECYCLING		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimate	Budget FY 2020-2021
540-5332-510020	NON-EXEMPT WAGES	44,363	45,585	45,827	45,827	43,114	45,827
540-5332-510025	PART-TIME WAGES	5,684	2,864	10,714	10,714	5,585	10,504
540-5332-510080	OVERTIME	3,072	1,369	-	2,000	2,000	-
540-5332-511100	GROUP HEALTH INSURANCE	9,327	9,023	10,178	10,178	-	12,580
540-5332-511120	PENSION CONTRIBUTION	3,645	3,819	3,987	3,987	4,131	4,198
540-5332-511140	FICA TAX	2,975	2,921	3,606	3,606	2,797	2,841
540-5332-511150	MEDICARE TAX	696	683	804	804	654	664
540-5332-511160	WORKERS COMP INSURANCE	3,878	3,631	3,120	3,120	1,600	924
540-5332-511180	UNEMPLOYMENT TAX	396	85	750	750	289	750
Category: 51 - Personal services Total:		74,035	69,980	78,986	80,986	60,170	78,289
540-5332-522010	COMMUNICATIONS	2,054	-	-	-	-	-
540-5332-522380	UTILITIES	2,320	1,431	1,600	1,600	900	1,600
540-5332-522634	MAINT-MACHINERY	-	1,873	-	-	900	1,500
540-5332-522636	MAINT-VEHICLES	3,601	4,524	6,522	6,522	4,500	4,500
540-5332-522810	OTHER SERVICES	10,561	-	600	600	-	600
Category: 52 - Other charges Total:		18,537	7,828	8,722	8,722	6,300	8,200
540-5332-544001	OFFICE SUPPLIES	-	385	300	300	-	300
540-5332-544012	CLOTHING & LINENS	1,338	1,205	1,500	1,500	950	1,500
540-5332-544016	MOTOR FUEL & LUBE	274	671	2,000	2,000	600	2,000
540-5332-544020	MINOR TOOLS	550	-	-	-	-	-
540-5332-544045	OTHER SUPPLIES	1,558	1,718	3,000	3,000	1,800	3,000
Category: 54 - Supplies Total:		3,719	3,979	6,800	6,800	3,350	6,800
540-5332-550100	CAPITAL OUTLAY	-	-	-	-	-	7,000
540-5332-548050	EQUIPMENT	1,048	8,999	-	-	-	4,000
Category: 55 - Capital outlay Total:		1,048	8,999	-	-	-	11,000
540-5332-571010	DEPRECIATION	15,463	23,235	-	-	-	-
Category: 57 - Depreciation Total:		15,463	23,235	-	-	-	-
Department: 5332 - TRANSFER STATION Total:		112,802	114,021	94,508	96,508	69,820	104,289

		History		Current			Proposed
		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimate	Budget FY 2020-2021
LANDFILL							
540-5334-522380	UTILITIES	341	348	400	400	360	400
540-5334-522845	MONITORING OF LANDFILL	-	-	30,000	33,000	37,000	47,700
	DISPOSAL SPECIAL PRJ	-	-	-	-	-	-
Category: 52 - Other charges Total:		341	348	30,400	33,400	37,360	48,100
540-5334-533100	CONTRACTUAL SERVICES	2,796	-	-	-	-	-
Category: 53 - Contractual services Total:		2,796	-	-	-	-	-
Department: 5334 - LANDFILL Total:		3,137	348	30,400	33,400	37,360	48,100

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SOLID WASTE FUND		History		Current			Proposed
		2017-2018	2018-2019	2019-2020	FY 2019-2020	2019-2020	Budget
BRUSH COLLECTION		Actual	Actual	Budget	Amended	Estimate	FY 2020-2021
540-5336-510020	NON-EXEMPT WAGES	-	-	-	-	-	141,294
540-5336-510025	PART-TIME WAGES	-	-	-	-	-	-
540-5336-510080	OVERTIME	-	-	-	-	-	10,000
540-5336-511100	GROUP HEALTH INSURANCE	-	-	-	-	-	31,451
540-5336-511120	PENSION CONTRIBUTION	-	-	-	-	-	12,951
540-5336-511140	FICA TAX	-	-	-	-	-	9,380
540-5336-511150	MEDICARE TAX	-	-	-	-	-	2,194
540-5336-511160	WORKERS COMP INSURANCE	-	-	-	-	-	3,933
540-5336-511180	UNEMPLOYMENT TAX	-	-	-	-	-	1,250
Category: 51 - Personal services Total:		-	-	-	-	-	212,453
540-5336-522080	INSURANCE & BONDS	-	-	-	-	-	8,002
540-5336-522634	MAINT-MACHINERY	-	-	-	-	-	23,480
540-5336-522636	MAINT-VEHICLES	-	-	-	-	-	1,800
540-5336-522810	OTHER SERVICES	-	-	-	-	-	120,900
Category: 52 - Other charges Total:		-	-	-	-	-	154,182
540-5336-533100	CONTRACTUAL SERVICES	639,558	687,998	650,000	685,000	675,000	-
Category: 53 - Contractual services Total:		639,558	687,998	650,000	685,000	675,000	-
540-5336-544012	CLOTHING & LINENS	-	-	-	-	-	2,500
540-5336-544016	MOTOR FUEL & LUBE	-	-	-	-	-	120,840
540-5336-544045	OTHER SUPPLIES	-	-	-	-	-	1,500
Category: 54 - Supplies Total:		-	-	-	-	-	124,840
540-5336-550100	CAPITAL OUTLAY	-	-	-	570,485	540,485	-
540-5336-548050	EQUIPMENT	-	-	-	-	-	-
Category: 55 - Capital outlay Total:		-	-	-	570,485	540,485	-
540-5336-571010	LEASE PAYMENT	-	-	-	-	-	122,849
Category: 57 - Depreciation Total:		-	-	-	-	-	122,849
Department: 5336 - BRUSH COLLECTION Total:		-	-	650,000	1,255,485	1,215,485	614,324

SOLID WASTE FUND		History		Current			Proposed
		2017-2018 Actual	2018-2019 Budget	2019-2020 Budget	FY 2019-2020 Amended	2019-2020 Estimate	Budget FY 2020-2021
Debt Service							
540-5800-522098	BAD DEBT EXPENSE	168	44,885	-			
Category: 52 - Other charges Total:		168	44,885	-	-	-	
540-5800-580000	TRANSFERS TO OTHER FUNDS	1,125,000	1,125,000	1,125,000	1,125,000	1,125,000	1,125,000
Category: 58 - Other Financing Uses Total:		1,125,000	1,125,000	1,125,000	1,125,000	1,125,000	1,125,000
Department: 5800-TRANSFERS & OTHER USES To		1,125,168	1,169,885	1,125,000	1,125,000	1,125,000	1,125,000

AIRPORT FUND

AIRPORT FUND		History		Current	
Financial Summary		2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	2019-2020 Amended 2019-2020 Estimated
Beginning Working Capital			(376,193)	(502,248)	(502,248)
REVENUE SUMMARY					
INTERGOVERNMENTAL REVENUE		76,252	229,365	50,000	50,000 50,000
CHARGES FOR SERVICES		150,391	242,833	220,000	220,000 268,500
OTHER INCOME /TRANSFERS IN		250,000	250,000	260,000	260,000 250,000
MISCELLANEOUS REVENUE		66,904	79,215	63,227	63,227 63,750
*** TOTAL REVENUES ***		543,548	801,414	593,227	593,227 632,250
EXPENDITURE SUMMARY					
AIRPORT OPERATIONS		825,661	942,681	591,399	591,399 616,201
AIRPORT GRANT		-	91,777	100,000	99,999 100,000
*** TOTAL EXPENDITURES ***		825,661	1,034,458	691,399	691,398 716,201
REVENUES OVER (UNDER)					
EXPENDITURES		(282,114)	(233,044)	(98,172)	(98,171) (83,951)

AIRPORT FUND		3 YEAR PLAN		
Proposed				
Budget		Fiscal Year	Fiscal Year	Fiscal Year
FY 2020-2021		2021-2022	2022-2023	2023-2024
Financial Summary				
Beginning Working Capital	(586,199)	(631,815)	(612,366)	(593,317)
REVENUE SUMMARY				
INTERGOVERNMENTAL REVENUE	50,000	50,000	50,000	50,000
CHARGES FOR SERVICES	300,500	350,000	350,000	350,000
OTHER INCOME /TRANSFERS IN	250,000	260,000	260,000	260,000
MISCELLANEOUS REVENUE	63,600	63,227	63,227	63,227
*** TOTAL REVENUES ***	664,100	723,227	723,227	723,227
EXPENDITURE SUMMARY				
AIRPORT OPERATIONS	609,716	603,778	604,178	604,673
AIRPORT GRANT	100,000	100,000	100,000	100,000
*** TOTAL EXPENDITURES ***	709,716	703,778	704,178	704,673
REVENUES OVER (UNDER)				
EXPENDITURES	(45,616)	19,449	19,049	18,554

	History		Current			Proposed
	2017-2018 Actual	2018-2019 Actual	2019-2020 Budget	2019-2020 Amended	2019-2020 Estimated	Budget FY 2020-2021
REVENUES						
550-4000-435560 FUEL SALES	149,679	242,412	220,000	220,000	268,000	300,000
550-4000-435570 SALES - TAXABLE	708	421	-	-	500	500
550-4000-439010 OVER/UNDER	4	0	-	-	-	-
Charges for Services Total:	150,391	242,833	220,000	220,000	268,500	300,500
550-4000-450010 INTERGOVERNMENTAL REVENUE	76,252	229,365	50,000	50,000	50,000	50,000
Intergovernmental Total:	76,252	229,365	50,000	50,000	50,000	50,000
550-4000-471560 EAST SIDE HANGAR RENTAL	36,856	61,745	40,000	40,000	40,000	40,000
550-4000-471562 WESTSIDE HANGAR RENTAL	20,718	15,136	11,588	11,588	13,000	13,000
550-4000-471564 BUILDING RENTAL	600	600	600	600	600	600
550-4000-471565 DAILY HANGAR RENTAL	3,640	450	9,000	9,000	9,000	9,000
550-4000-471567 TIE DOWN FEES	885	870	2,039	2,039	850	1,000
550-4000-471568 UTILITIES	1,865	140	-	-	200	-
550-4000-476310 DONATIONS/CONTRIBUTIONS	527	-	-	-	-	-
550-4000-478910 MISCELLANEOUS REVENUE	1,814	275	-	-	100	-
Miscellaneous Total:	66,904	79,215	63,227	63,227	63,750	63,600
550-4000-490101 TRANSFERS FROM GEN. FUND	250,000	250,000	260,000	260,000	250,000	250,000
550-4000-490123 TRANSFER FROM EDC	-	-	-	-	-	-
Other Financing Sources Total:	250,000	250,000	260,000	260,000	250,000	250,000
REVENUE Total:	543,548	801,414	593,227	593,227	632,250	664,100

		History		Current			Proposed
		2017-2018	2018-2019	2019-2020	2019-2020	2019-2020	Budget
		Actual	Actual	Budget	Amended	Estimated	FY 2020-2021
AIRPORT OPERATIONS							
501-5520-510010	EXEMPT WAGES	79,918	88,434	88,560	88,560	100,377	84,660
550-5520-510020	NON-EXEMPT WAGES	81,041	65,488	79,115	79,115	81,219	83,158
501-5315-510080	OVERTIME	4,249	5,133	2,500	2,500	4,000	2,500
501-5315-511100	GROUP HEALTH INSURANCE	22,624	17,624	20,356	20,356	20,232	25,161
501-5315-511120	PENSION CONTRIBUTION	13,307	13,895	278	278	16,147	14,579
550-5520-511128	PENSION EXPENSE - AUDIT	10,788	20,394	-	-	-	-
550-5520-511129	OPEB EXPENSE	-	739	-	-	-	-
501-5315-511140	FICA TAX	9,907	10,534	10,597	10,597	11,507	10,560
501-5315-511150	MEDICARE TAX	2,317	2,464	2,420	2,420	2,691	2,470
501-5315-511160	WORKERS COMP INSURANCE	3,596	3,459	5,668	5,668	3,500	2,428
501-5315-511180	UNEMPLOYMENT TAX	648	36	505	505	900	1,000
Personal Services Total:		228,396	228,199	209,999	209,999	240,573	226,516
550-5520-522010	COMMUNICATIONS	2,324	2,152	2,500	2,500	2,500	2,500
550-5520-522043	TRAVEL AND TRAINING	6,859	16,351	10,000	1,556	3,000	10,000
550-5520-522050	MISC EXPENSE	3,787	3,449	2,200	4,109	4,500	2,000
550-5520-522080	INSURANCE & BONDS	13,683	16,724	8,000	8,000	15,000	8,000
550-5520-522241	MARKETING	952	1,473	5,000	-	-	3,000
550-5520-522300	EQUIPMENT RENTAL	550	600	-	-	-	-
550-5520-522320	COPYING EXPENSES	2,238	2,685	2,200	2,200	2,200	2,200
550-5520-522380	UTILITIES	30,742	37,930	41,000	41,000	35,000	51,000
550-5520-522440	POSTAGE	351	512	200	200	200	200
550-5520-522520	MEMBERSHIP & SUBSCRIPTION	9,006	7,172	10,000	2,808	2,808	8,000
550-5520-522626	MAINT-BUILDING	1,849	-	5,000	9,180	10,000	5,000
550-5520-522628	MAINT-OTHER	120	-	-	-	-	-
550-5520-522636	MAINT- VEHICLES	1,074	10,010	2,000	2,000	2,000	2,000
550-5520-522653	MAINT-FENCES	1,632	-	-	-	-	-
550-5520-522655	MAINT-FUEL SYSTEM	789	260	4,000	4,839	4,739	4,000
550-5520-522810	OTHER SERVICES	2,003	381	-	644	1,000	-
550-5520-522840	INSPECTIONS FEE	-	-	250	250	250	250
550-5520-522920	BANK & CREDIT CARD SERVICES	4,246	7,446	6,000	6,000	6,000	6,000
Other Charges Total:		82,205	107,146	98,350	85,286	89,197	104,150
550-5520-533010	PROFESSIONAL SERVICE	28,538	3,900	5,000	21,004	21,004	-
Contractual Services Total:		28,538	3,900	5,000	21,004	21,004	-
550-5520-544001	OFFICE SUPPLIES	818	1,261	750	886	886	750
550-5520-544005	JANITOR SUPPLIES	530	574	400	670	670	400
550-5520-544010	SUPPLIES FOR RESALE	388	408	500	500	500	500
550-5520-544012	CLOTHING & LINENS	77	499	600	600	600	600
550-5520-544016	MOTOR FUEL & LUBE	1,960	1,290	2,000	2,000	2,000	2,000
550-5520-544018	FUEL DELIVERY	128,803	229,945	240,000	236,654	236,654	240,000
550-5520-544025	CHEMICALS	715	493	500	500	500	500
550-5520-544045	OTHER SUPPLIES	1,161	1,467	300	300	300	300
Supplies Total:		134,454	235,938	245,050	242,110	242,110	245,050
550-5520-550100	CAPITAL OUTLAY	-	-	15,000	15,000	15,000	-
550-5520-550110	OFFICE FURNITURE-EQUIPMENT	3,390	6,960	-	-	317	-
550-5520-554131	TOOL AND EQUIPMENT	-	-	-	-	-	26,000
550-5520-554241	FUEL TRUCK	15,000	15,000	18,000	18,000	8,000	8,000
Capital Outlay Total:		18,390	21,960	33,000	33,000	23,317	34,000
AIRPORT OPERATIONS TOTALS:							
		825,661	942,681	591,399	591,399	616,201	609,716

		History		Current		Proposed
		2016-2017	2017-2018	2019-2020	2019-2020	2019-2020
		Actual	Actual	Budget	Amended	Estimated
AIRPORT GRANT EXPENDITURES						Budget
						FY 2020-2021
550-5522-522624	MAINT- STREETS & IMPROVEMENT	-	1,269	25,000	66,052	25,000
550-5522-522626	MAINT-BUILDING	11,916	4,202	10,000	8,322	33,000
550-5522-522628	MAINT-OTHER	896	-	-	-	-
550-5522-522632	MAINT-APPARATUS/BEACON	31,782	7,175	60,000	394	-
550-5522-522636	MAINT-VEHICLES	-	-	-	120	-
550-5522-522652	MAINT-TAXIWAY/RUNWAY/APRON	-	443	1,000	6,180	8,000
550-5522-522653	MAINT-FENCES	64	10,772	2,000	3,781	30,000
550-5522-522655	MAINT-FUEL SYSTEM	1,675	13,810	2,000	15,150	4,000
Other charges Total:		46,332	37,672	100,000	99,999	100,000
550-5522-533010	PROFESSIONAL SERVICES	4,470	54,105	-	-	-
Professional Services Total:		4,470	54,105	-	-	-
501-5315-550100	CAPITAL OUTLAY	51,694	-	-	-	-
Capital outlay Total:		51,694	-	-	-	-
AIRPORT GRANT TOTALS:		102,496	91,777	100,000	99,999	100,000

ORDINANCE NO. 2020-27

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF WESLACO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; APPROPRIATING AND ADOPTING THE ANNUAL BUDGET FOR THE CITY OF WESLACO, TEXAS, FOR THE 2020-2021 FISCAL YEAR.

WHEREAS, the budget appended here as Exhibit A, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, was duly presented to the City Commission by the City Manager, that a due and timely public notice that a Public Hearing on such budget would be held on September 01, 2020, was given and made in accordance with state law and within the time limits set forth by law; that such Public Hearing was held in accordance with the law on September 01, 2020; now therefore,

BE IT ORDAINED BY CITY OF WESLACO, TEXAS:

SECTION 1. That the appropriations for the fiscal year beginning October 1, 2020, and ending September 30, 2021, for the support of the general government of the City of Weslaco, Texas be fixed and determined for said terms in accordance with the expenditures shown in the City's Fiscal Year 2020-2021 Budget, a copy of which is appended hereto as Exhibit A;

SECTION 2. That the Budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City's Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

SECTION 3. That there is hereby appropriated the amount shown in said budget necessary to provide for a sinking fund for the payment of the principal and interest and the retirement of the bonded debt requirements of Fiscal 2020-2021 of the City of Weslaco.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 1st day of September 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 15th day of September 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3504
From:		
Subject: Discussion and consideration to approve Ordinance 2020-28, adopting and levying ad valorem tax rate for Fiscal Year 2020-2021 and authorize the Mayor to execute any related documents. Possible action. (First reading held September 1, 2020; staffed by Finance Department.)		
Background: The "proposed tax rate" was discussed on a meeting held August 18, 2020. It was with the consensus of the Commission to propose a tax rate of \$.6967 per \$100 with Resolution 2020-27. This rate will provide more revenue than last year by \$706,779.		
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: Public Hearing Notice published in the Advance News Journal on August 26, 2020 and posted in the city's web site.		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Vidal Roman Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends adopting Ordinance.		
Attachments, if any: 2020 FY 20-21 Tax Rate Adoption Memo, O2020-28 adopt tax rate		
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

Date: September 1, 2020

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Fiscal Year 2020-2021 Tax Rate Adoption

The City proposed to approve an ad valorem tax rate on August 18, 2020 with Resolution 2020-27. The next step is the adoption of the tax rate.

In accordance with Tax Code requirements, the City must hold a public hearing prior to adopting the ad valorem tax rate and after the approval of its City Budget. A public hearing has been scheduled at this meetings date and was published on the Advance News Journal on August 26, 2020, as well as being posted on the city's web site.

Note that since the tax rate consist of two components, **each must be approved** separately. The rates are reference on the Ordinance. Note on the Ordinance that since the city has elected to adopt a rate greater than the No-New Revenue rate, language has been added to it on items "c" and "d" as required by Tax Code 26.05(b)(1)(A) and (B) as per Senate Bill 2.

The vote on the Ordinance will required **a Roll Call Vote**.

ORDINANCE NO. 2020-28

AN ORDINANCE LEVYING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE CITY OF WESLACO, TEXAS FOR THE TAX YEAR 2020, FIXING THE TAX RATE FOR THE USE AND SUPPORT OF THE GENERAL GOVERNMENT AND FOR THE INTEREST AND SINKING FUND FOR THE REDEMPTION OF BONDS AND OTHER INDEBTEDNESS OF THE CITY OF WESLACO, TEXAS, AND FIXING A LIEN ON ALL TAXABLE PROPERTY.

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

I.

THAT, there is hereby levied and there shall be collected for the use and support of the municipal government of the City of Weslaco for the 2020-2021 fiscal year, upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of **\$0.6967** on each \$100 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

- a. Maintenance and operation of the General Government (General Fund) for fiscal year 2020-2021, **\$0.5109** on each \$100 valuation of property.
- b. Interest and sinking fund for debt service payments for fiscal year 2020-2021, **\$0.1858** on each \$100 valuation of property for the purpose of paying interest on and providing a sinking fund for the redemption of outstanding indebtedness of the City of Weslaco.

II.

THAT there is hereby fixed on each and every item of taxable property a lien for the purpose of securing the payment of the taxes assessed thereon, and said lien shall continue to exist against any item of property against which a tax is assessed here under until such tax, together with all interest shall be paid.

III.

IF, any person shall neglect or refuse to pay the taxes herein imposed on him or his property, on or before January 31, 2021 the tax collector shall apply the following schedule of penalty and interest rates for use in calculating the total amount due on delinquent tax bills:

February 2021	7.0%
March 2021	9.0%
April 2021	11.0%
May 2021	13.0%
June 2021	15.0%
July 2021	18.0%

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 1st^h day of September 2020.

PASSED AND APPROVED on second reading at a meeting of the City Commission this 15th day of September 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3574	
From:			
Subject: Discussion and consideration to approve the Economic Development Corporation of Weslaco annual budget and work plan for fiscal year 2020-2021 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco EDC.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Norma Cantu		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: 2020-2021 EDC Budget Work Plan, Preliminary 20 21 budget edit 9 3			
Responsibilities upon Approval:			

2020 -2021 EDC Annual Work Plan

The Economic Development Corporation of Weslaco budget reflects the growth in manufacturing, retail/restaurants, grants for Downtown and the quality of life projects that the EDC did within the past year.

For the last 6 months, Weslaco has been hit with COVID -19 pandemic. The City of Weslaco and the EDC responded by reaching out to small businesses by giving a loan/ grant of up to \$5,000. Yet, the leads and prospects did not slow down and the EDC has momentum in working the projects. With the culmination of 4 years of work, the EDC Board has narrowed the choice for the industrial site with detailed work.

Near the end of the fiscal year, the EDC has created 232 jobs and an investment of \$15.2 million for 31 projects.

This next year's budget is developing the industrial park site and recruiting manufacturing and retail/restaurants to complement our community.

Training is very important for Weslaco and the entire Rio Grande Valley, therefore the EDC Board is devoting money to South Texas College, Mid Valley Campus to the tune of \$75,000.

This fiscal year the EDC is going to take a different approach to marketing and recruitment. The companies and site consultants are seeking to learn about Weslaco based on **virtual tours** and the EDC plans to engage a firm that does a specific video of local companies and the community with an economic development flare. That cost is \$27,000.

The tradeshows, either live or virtual, will take \$44,700 of the marketing and recruitment budget. The shows that the EDC is pursuing is ISCS (retail and restaurants), food manufacturing firms/ cold storage companies, and manufacturing companies that are seeking the U.S./ Mexico as market.

The **Rio South Texas Economic Council** will provide an opportunity to meet with Site Consultants and bring in a group of folks on a FAMTour of the RGV. During the past 4 years, RSTEC introduced the EDC to over 92 companies and influencers. They brought together the EDC to the **Transatlantic Business & Investment Council** and were able to provide leads from Europe and European companies that need a second location in the U.S. Each organization provides an opportunity to meet businesses and develop leads and staff is persistently following up with the prospects regularly.

Another organization is **the South Texas Manufacturers Association**. A membership in this organization will be used to marketing and recruit to other manufacturing or supply companies. This organization also does a **Wage & Benefit Survey** once a year and the EDC staff are able to use this information with prospects.

Business Retention & Expansion Visits: Visits to develop a relationship and share information. This year they will be virtual site meetings. The BRE visits offer a chance to market workforce training and get the skills where they are needed.

Summary of Leads: Follow up on any leads to the point where they land in Weslaco. There are almost 70 leads on the list.

Liaison with the **Office of Governor Economic Development & Tourism** and respond to the leads.

Revitalize Downtown: Incentives (Weslaco 100 & Façade Improvements): focus on owners and developing Downtown experiences for the people to enjoy. Devoting \$60,000 the cost of these grants.

Quality of Life: Once the COVID- 19 pandemic slows down, the EDC will be able to host Alfresco Music & Art Festival and the 4th of July event – Bring the community together and people traveling to Weslaco to enjoy the events.

EDC staff regularly **posts on Facebook, Instagram, LinkedIn and Twitter**. Marketing efforts are conducted all year long with advertisement, articles and press releases.

EDC is deriving the budget off of 10% decrease of sales tax income that we received this year, \$3,029,400, a conservative approach. The State of Texas asks for a total promotion is limited to 10% of the sales taxes projected. The EDC promotion is projected to be at \$82,705, well below, \$302,940, what the State of Texas allows.

**Weslaco EDC-
2020-2021 Budget**

	2019-2020	2020-2021	2020 NOTES
CARRYOVER FUNDS - GENERAL ACCOUNT	\$6,090,246.61	\$4,090,957.00	
Income			
Sales Tax Income			
Sales Tax Income	\$3,366,000.00	\$3,029,400.00	10 percent decrease of 19/20 start
Interest Income			
Interest Revenue- Ckg. Int.	\$28,000.00	\$4,000.00	As per Renee (BBVA) rates went down
Rental Income			
Weslaco Area Chamber of Commerce (1,677x12)	\$20,124.00	\$20,124.00	
UTRGV Sub-Lease thru August 15, 2028 (\$17,780.57 x 12)	\$213,367.00	\$213,367.00	
BVEC Reservation Rental Fees	\$7,000.00	\$3,500.00	
Property Sales			
LRGVDC-Interest & Principal (10,312 x 12)	\$123,744.00	\$123,744.00	
LF Trinity (Project Fire)	\$40,000.00	\$40,000.00	
City of Weslaco Note (1,450,810)		\$25,393.15	
CIL Properties (1,763.02 x 12)	\$101,844.00	\$21,156.00	Oct 2019 - Jan. 2020 (\$1763.02 x 4 = \$7,052.08 THEN Balloon note
Valley Striping - Mid-Valley Dr (\$863.16 x 12)	\$10,358.00	\$10,358.00	
CIL Hanger (\$1697.05 x 12)		\$20,347.00	
Alfresco & 4th of July / Sponsorship & Vendor Income Fees			
Alfresco Downtown Vendor Fees	\$10,000.00	\$2,500.00	
Alfresco Downtown Sponsorship Fees	\$250.00	\$250.00	
4th of July Vendor Income	\$2,775.00	\$2,775.00	
4th of July Sponsorship Income	\$14,500.00	\$10,000.00	
Other Income			
Late Fee Income	\$1,000.00	\$1,000.00	
Reimbursements	\$1,000.00	\$1,000.00	
Weslaco Merchants - Digital Billboard Income	\$2,800.00	\$4,000.00	Demand increase
City of Weslaco (SDI) - 380 Assignment (Annual) \$2,300,000. 3/1/2030	\$237,310.00	\$237,310.00	Should be receiving \$237,310.43 for current year
Miscellaneous/Other Income	\$1,000.00	\$1,000.00	
UTRGV - 100% Reimbursement of Janitorial / Basic Essentials	\$40,000.00	\$40,000.00	\$38,400 per f/y of Janitorial cost @ 3,200 monthly only need to add
Total Income	\$4,221,072.00	\$3,811,224.15	
Expenses			
Operating Expenses			
Gross Wages	\$337,265.56	\$337,265.56	
Payroll Taxes & Employee Benefits	\$66,361.55	\$66,361.55	
Dues/Subscriptions/Membership			
* Weslaco Chamber of Commerce	\$300.00	\$365.00	20/21 Annual Dues
* Rio South Texas Economic Council	\$13,000.00	\$20,000.00	Annual dues (went up 2020)

**Weslaco EDC-
2020-2021 Budget**

	2019-2020	2020-2021	2020 NOTES
CARRYOVER FUNDS - GENERAL ACCOUNT	\$6,090,246.61	\$4,090,957.00	
* Photoshop	\$130.00	\$260.00	Photoshop lightroom bundle monthly subscription lillie/steve
* San Antonio, Houston & the Monitor Newspapers	\$312.00	\$340.00	Annual subscription San Antonio, Houston & The Monitor newspaper
* South Texas Manufacturers Association	\$2,550.00	\$2,500.00	Membership dues & 2021 Wage & Benefit Survey & Luncheons
* RGV Partnership	\$2,500.00	\$2,500.00	Membership for EDC
* Transatlantic Business & Investment Council	\$600.00	\$500.00	Membership name change from European American Investment Co
* ICSC	\$2,000.00	\$2,000.00	Membership
* IEDC	\$435.00	\$600.00	Membership
* Texas International Produce	\$2,000.00	\$2,000.00	Membership
EDC Sponsorships			
* Weslaco Chamber of Commerce	\$2,000.00	\$2,000.00	Gala casino/annual lunch/coffee bar
* City of Weslaco	\$1,500.00	\$1,500.00	Table for Weslaco State of the City Address @ KMC
* Aurora House Foundation	\$500.00	\$1,000.00	Admin day and sponsorship
* Weslaco Museum	\$1,000.00	\$1,000.00	Sponsorship
* Frontera Audubon	\$3,000.00	\$3,000.00	Dine in the Lawn Table / Indian Food / Cuisine
* RGV Partnership	\$2,500.00	\$2,500.00	SBA Awards Ceremony & other
* TEDC Annual	\$1,500.00	\$1,500.00	TEDC Annual Conference
* Valley Nature Center	\$4,000.00	\$4,000.00	Fall Festival Sponsorship / Spring Dinning / Brewing in the Woods /
* Texas International Produce		\$1,100.00	Sponsorship
* Misc. Sponsorships	\$3,000.00	\$1,000.00	for all other sponsorships
Internships (Stipened)	\$1,200.00	\$1,500.00	
Office Supplies	\$3,500.00	\$3,500.00	
Office Expenses (Computer & Laptop)	\$10,000.00	\$2,000.00	
Website Hosting & Mgmt	\$1,800.00	\$1,800.00	\$150 x12
Contractual Fees			
* Smartcom telephone	\$3,350.00	\$3,350.00	
* Maverick Shredding	\$1,398.00	\$1,398.00	
* Belia Santos dba Bee's Janitorial Services	\$54,000.00	\$54,000.00	UTRGV - 3,200 X 12 = reimbursement of 38,400 + BVEC 1,300 X 12
* Mid Valley Pest Control	\$700.00	\$700.00	175 per qtr. X 4 to include EDC, Chamber & UTRGV
* Mechanical Star Systems	\$8,600.00	\$8,600.00	\$2,150 x 4 qtrs for HVAC of UTRGV Preventive Maintenance
Professional Fees - Other	\$5,000.00	\$5,000.00	was fee for appraisal and engineering
Industrail park fees		\$93,000.00	3% of the land
Legal	\$35,000.00	\$35,000.00	
CPA Fees	\$18,000.00	\$18,000.00	
Audit Fees	\$14,500.00	\$14,500.00	
Subdivision Property Cost	\$300,000.00	\$350,000.00	cost for dividing properties
Telephone , Wireless Tablets & Cell Phones	\$10,000.00	\$10,000.00	

**Weslaco EDC-
2020-2021 Budget**

	2019-2020	2020-2021	2020 NOTES
CARRYOVER FUNDS - GENERAL ACCOUNT	\$6,090,246.61	\$4,090,957.00	
Utilities - Electricity	\$15,000.00	\$15,000.00	
Repairs & Maintenance	\$30,800.00	\$35,000.00	HVAC/UTRGV/BVEC/Flags
Property Taxes	\$20,000.00	\$29,000.00	50 acres development anticipated land purchase \$21,000 without ci
Agricultural Taxes		\$800.00	100 acres
Insurance Policies	\$25,000.00	\$25,000.00	to include UTRGV property taxes which is the largest amount
Automobile Expense	\$3,500.00	\$3,500.00	
Staff Expense	\$17,000.00	\$15,000.00	Business lunch/workshops
Board Expense	\$15,000.00	\$10,000.00	Workshops etc
Alfresco Marketing Expenses			
Promotion - Alfresco Weslaco	\$15,000.00	\$5,000.00	
Annual Event Expense			
Christmas Tree Ornaments	\$2,000.00	\$5,000.00	
4th of July	\$16,775.00	\$12,775.00	
General Marketing Advertising			
Marketing/Advertising			
* Camera		\$3,500.00	Camera 3500
* Video		\$27,000.00	Virtual site tours on website or to send out to prospects
* International Community Publications LLC	\$8,220.00	\$8,220.00	Mexico Industry Magazine (Mexican Firm that need cold storage)
* Texas Border Business (Quarterly)	\$1,800.00	\$1,800.00	\$450 X 4 then received advertising agreement after budget approval
* Rio Grande Guardian (Annually)	\$5,000.00	\$5,000.00	
* Snapshot of Economic Progress (Bi-Annually)	\$3,500.00	\$3,500.00	RGV partnership data pub.
* Texas Real Estate Bus. Magazine (Logo & Listing -Oct. Issue) Yearly	\$350.00	\$350.00	
* Printing Costs (Flyers/Invitations)	\$1,500.00	\$1,500.00	
* Lamar Companies	\$27,300.00	\$27,300.00	Marketing billboard @ \$2,271 x 12
* Valley Business Report	\$1,130.00	\$2,260.00	565 x 4 ads
* Other Marketing Advertising	\$4,650.00	\$15,000.00	for other marketing advertising not listed
Trade Shows			
Texas International Produce dba Viva Fresh Produce Expo	\$5,000.00	\$5,000.00	
Texas International Produce Assoc. PMA Fresh Summit-Anaheim,California	\$4,000.00	\$6,500.00	2 people
Select USA		\$1,400.00	
United Fresh	\$3,000.00	\$4,500.00	Attendance, flight, hotel, food and taxi
ICSC	\$5,000.00	\$16,500.00	Austin/Vegas/Fort Worth
TBIC virtual site meeting		\$10,800.00	Meetings with 6 companies
Training for Companies			
Matching funds grant from TWC (STC)	\$21,000.00		
Workforce for Business (STC)	\$75,000.00	\$75,000.00	

**Weslaco EDC-
2020-2021 Budget**

	2019-2020	2020-2021	2020 NOTES
CARRYOVER FUNDS - GENERAL ACCOUNT	\$6,090,246.61	\$4,090,957.00	
Debt Service			
Debt Services - Bonds			
\$2,870,000 Bond Series 2012 (New) 12/20/12	\$309,595.00	\$315,000.00	as per Renee (BBVA) 6/21/20 info
Downtown Incentive Grants			
Weslaco 100 Grant	\$50,000.00	\$30,000.00	
*Mario Mendiola (Project Stainless Steel)- The Eatery	\$8,500.00		If not paid carry over
*Mario Mendiola (The White House)	\$50,000.00		If not paid carry over
*Diana Fuentes Aguila Capital Holdings	\$4,775.00		If not paid carry over
Promotion Façade Grant	\$50,000.00	\$30,000.00	
*Mario Mendiola (The White House)	\$10,000.00		If not paid carry over
Landscape Activities			
TLC Maintenance - BVEC - City Hall Grounds	\$14,000.00		City taking over
Downtown Heart of Weslaco	\$10,000.00	\$10,000.00	Raul Alvarez \$800 x 12 = 9,600
Expressway - Maintenance & Beautification	\$40,000.00	\$26,400.00	2200 x 12
Landscaping & Beautification - Other	\$1,500.00	\$1,500.00	Raul Alvarez \$80 x 12 = \$960 plus other
Grant Funding Projects			
VIDA	\$70,000.00	\$70,000.00	
LRGVDC/South Texas Transportation Project-JAG	\$39,000.00	\$39,000.00	
City of Weslaco Mid Valley Airport Non-Primary Entitlement Grant Assistance	\$89,000.00	\$89,000.00	As per minutes and Rick T. to be paid in 2019-2020 budget year
City of Weslaco (Equipment & Operators for Drainage)	\$207,734.00	\$103,867.00	City of Weslaco 2019/2020 \$207,734 & 2020/2021 \$103,867 = \$415,468
Business Incentives			
Wal-Mart Neighborhood Store on 18th & Texas (\$900,000)	\$125,000.00	\$375,000.00	
Smile, Inc. (\$75,000)	\$15,000.00	\$15,000.00	
R5 Eateries (Bar B-Cuties) \$160,000	\$13,333.00	\$13,333.00	
Kapal (\$255,192)	\$69,564.00	\$69,564.00	2018-2019 \$69,564 / 2019-2020 \$69,564 / 2020-2021 \$69,564 / 2021-2022 \$69,564
Kapal Cabinet House (Millwork)		\$7,000.00	Job Incentive
Rio Precision Machine & Welding (Project Knob)	\$20,700.00	\$23,778.00	People from Iowa - Used to be Project KAM Inc
Coastal Deli / Jason's Deli (Project Bob)	\$44,767.00	\$44,767.00	2020-2021 Final one will be \$44,766
Domain Dev. Corp. (Project Catherine) \$350,000	\$350,000.00	\$116,667.00	\$116,667 - \$116,667 - \$116,667
Trinity MEP Engineering LLC (Project Fire & Water)	\$33,546.00	\$16,773.00	2020-2021 \$16,773 2021-2022 \$16,773
A3H Foods Jack in the Box	\$25,000.00	\$25,000.00	
Harbor Freight		\$35,459.33	
A3H Foods Mr. Gattis		\$50,000.00	
Capital Outlay			
Other Expenses			
City of Weslaco from UTRGV-CIC Rent	\$103,812.00	\$103,812.00	8,651 x 12 Per memo of 3/3/17 Mayor Suarez & Mike Perez from M
UTRGV - CIC Basic Essentials Expenses	\$5,000.00	\$6,000.00	To cover toilet paper, trash bags, hand soap
Miscellaneous - Other	\$4,000.00	\$4,000.00	board committee meals/holiday exp. For prospects
Meals - Promotion/Prospects	\$2,500.00	\$2,500.00	

**Weslaco EDC-
2020-2021 Budget**

	2019-2020	2020-2021	2020 NOTES
CARRYOVER FUNDS - GENERAL ACCOUNT	\$6,090,246.61	\$4,090,957.00	
Future Projects			
Industrial Park (Project Park)	\$1,000,000.00	\$1,500,000.00	
City's Sports Complex \$500,000	\$100,000.00	\$100,000.00	100,000 x 5 yrs
BVEC Operation Expenses			
BVEC Operations Costs	\$7,500.00	\$1,500.00	
Contract Labor -BVEC	\$2,500.00	\$2,500.00	To maintain BVEC setups & maintenance w/Frank Ginez
Opportunity Fund *	\$300,000.00	\$300,000.00	
Total Expense	\$4,416,353.11	\$4,954,265.44	
Net Revenues (Expenditures)	-\$195,281.11	-\$1,143,041.29	
AVAILABLE CARRYOVER FUNDS - END OF YEAR	\$5,894,965.49	\$2,947,915.71	
Restricted Funds			



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3590
From:		
Subject: Discussion and consideration on approval for a 16 month Contract extension with Republic Services for Residential, Commercial and Industrial Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)		
Background: The contract between the city and Republic Services was for a period of 5 years and ceased on September 2, 2020. The city did not want a disruption of services to its citizens and business customers and thought it wise to extend the contract for a period of 16 months ending December 30, 2021.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Norma Cantu Vidal Roman Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff Recommends approval		
Attachments, if any: Republic Services Contract Extension Memo, Contract Extension Pricing Letter, City of Weslaco_2020 Municipal Agreement		
Responsibilities upon Approval: Execute contract extension and file.		

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

Date: September 15, 2020

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Republic Services Contract Extension

The City formally notified Republic Services (Company) on September 4, 2019 that we would not be exercising a contract extension and in doing so avoided an automatic 5-year extension.

Thereafter, the company made a contract offer on June 15, 2020 for a three-year extension as well as two other options. The city after a careful analysis decided to select option 1 which calls for a 1 year 4-month extension instead of a 2-year 4 month on option 2.

The city pursued this avenue in order to avoid any interruptions for services to its citizens and commercial customers. Note that the company will not do any brush services since the city decided to bring this back in-house.

The contract extension pricing letter is in your packets for review.

Staff recommends approval.



9402 W Expressway 83, Harlingen , TX 78552
RepublicServices.com



September 1, 2020

Mike Perez, City Manager
City of Weslaco
255 S. Kansas Ave
Weslaco, TX 78596

Reference 2020 Contract Extension Pricing Letter

Dear Mr. Perez,

In accordance with the solid waste agreement between the City of Weslaco and Republic Services, we hereby submit our comparative statement justifying this notice for September 1, 2020. These rates will remain in effect for the duration of the 16 month contract extension which will terminate on December 31, 2021.

Residential Rates 2020-2021

Item	Description	Rates
1	Residential Service twice/week	\$ 11.79
3	Overfilled Front Load Container per yard fee	\$ 37.50

Commercial Rates 2020-2021

Container Size	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
2 cubic yard	\$ 77.40	\$ 141.89	\$ 206.37	\$ 270.91	\$ 335.37	\$ 398.44
3 cubic yard	\$ 89.45	\$ 164.00	\$ 238.56	\$ 313.12	\$ 387.65	\$ 462.20
4 cubic yard	\$ 101.40	\$ 186.01	\$ 270.61	\$ 355.23	\$ 438.27	\$ 524.47
6 cubic yard	\$ 127.79	\$ 232.50	\$ 337.23	\$ 441.99	\$ 546.69	\$ 651.41
8 cubic yard	\$ 149.85	\$ 274.67	\$ 399.57	\$ 524.40	\$ 649.24	\$ 774.11
30 cubic yard	Haul Rate	\$ 220.23	Tonnage Rate	\$ 47.29	Rental Rate	\$ 6.35

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

We Truly Appreciate Your Business!


Omar Rodriguez
Municipal Services Manager
Republic Services, Inc.

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this 1st day of September, 2020 (“**Effective Date**”), by and between the City of Weslaco, Texas (“**City**”), and BFI Waste Services of Texas, LP, a Delaware limited partnership, qualified to do and actually doing business in the State of Texas doing business as Republic Services of Rio Grande Valley (“**Company**”).

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the City (the “**Services**”):

Location Types

<u> X </u> Residential Units	<u> X </u> Large Commercial Units
<u> X </u> Small Commercial Units	<u> X </u> Industrial Permanent Units
<u> X </u> Municipal Facilities	<u> X </u> Industrial Temporary Units

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any

information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A Specifications for Municipal Solid Waste Services

Exhibit A-1 Municipal Solid Waste Pricing

6. Term. This Agreement begins on the Effective Date and expires sixteen (16) months thereafter.
7. Rates for Services. The rates for all Services shall be as shown on Exhibits A-1, subject to the rate adjustments and additional fees and costs as set forth herein.
8. Invoicing; Payment; Service Suspension; Audits.
- 8.1 Invoicing the City. The City shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The City shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the City and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the City. Company shall invoice the City for the number of addresses that were billed by the City within fifteen (15) days of receiving the City's address count each month, and the City shall pay Company's invoices.
- 8.2 Invoicing the Customer Directly. Company shall invoice each individual Customer for all Small Commercial Units, Large Commercial Units, Industrial Permanent Units, and Industrial Temporary Units Services rendered to such Customer under this Agreement within 20 days following the end of the month, and the Customer shall pay Company's invoices.
- 8.3 Payment. The City or Customer, as applicable, shall pay each of Company's invoices without offset within twenty (20) days of receipt Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the City, City shall pay Company's invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.
- 8.4 Service Suspension.
- 8.4.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

- 8.4.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the City.

8.5 Audits.

- 8.5.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the City shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to City data to support that the number of addresses serviced exceeds the number provided by the City, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.

- 8.5.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.

10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the City, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
13. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.
14. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

16. Force Majeure. Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.
20. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or

any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF WELASCO, TEXAS

BFI WASTE SERVICES OF TEXAS, LP

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

☒ Municipal Solid Waste (MSW)	☐ Bulky Waste
☐ Yard Waste	☒ Construction Debris
☒ Special Waste	

2. Definitions.

2.1 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

2.2 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

2.3 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.4 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.5 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, Yard Waste, Bulky Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.6 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.7 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.8 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.9 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.10 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.11 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.12 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.13 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) thirty-two (32) gallon containers per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

2.14 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to tires.

2.15 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Construction Debris and Special Waste generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.16 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length are not required to be in a container, bag or box.

3. Collection Operations.

3.1 Location of Containers for Collection. Each 95-gallon container (“Container”) containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container not so placed or any Waste Material not in a container.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 7:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Collection. Company shall be obligated to collect (or their equivalent) contracted Containers no more than two times per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Customer with Company under terms, prices and documents acceptable to both the Residential Unit Customer and Company.

3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least twice per week.

3.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.7 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.8 Disposal. All Waste Material collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.9 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

EXHIBIT A-1

SOLID WASTE PRICING

Residential Rates 2020-2021

Item	Description	Rates
1	Residential Service twice/week	\$ 11.79
3	Overfilled Front Load Container per yard fee	\$ 37.50

Commercial Rates 2020-2021

Container Size	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
2 cubic yard	\$ 77.40	\$ 141.89	\$ 206.37	\$ 270.91	\$ 335.37	\$ 398.44
3 cubic yard	\$ 89.45	\$ 164.00	\$ 238.56	\$ 313.12	\$ 387.65	\$ 462.20
4 cubic yard	\$ 101.40	\$ 186.01	\$ 270.61	\$ 355.23	\$ 438.27	\$ 524.47
6 cubic yard	\$ 127.79	\$ 232.50	\$ 337.23	\$ 441.99	\$ 546.69	\$ 651.41
8 cubic yard	\$ 149.85	\$ 274.67	\$ 399.57	\$ 524.40	\$ 649.24	\$ 774.11
30 cubic yard	Haul Rate	\$ 220.23	Tonnage Rate	\$ 47.29	Rental Rate	\$ 6.35

FREE SERVICES FOR MUNICIPAL FACILITIES

- City Hall – Once 6 cubic yard container serviced 2X per week
- Recycle Center – One 6 cubic yard container serviced 1X per week
- Police Department – One 6 cubic yard container serviced 1X per week
- Water Treatment Plant – One 4 cubic yard container serviced 1X per week
- City Parks – Three 4 cubic yard containers services 2X per week
- City Library – One 4 cubic yard container serviced 1X per week
- Fire Department – One 4 cubic yard container serviced 1X per week
- City Airport – One 6 cubic yard container serviced 1X per week
- Two Sewer Plants – One 4 cubic yard container at each site serviced 1X per week
- Public Works Office – One 8 cubic yard container serviced 2X per week
- Public Works Yard – One 30 cubic yard roll-off container serviced
- Up to 25 tons per month of MSW/Brush/Bulky Waste disposal that is collected by City owned vehicles. Disposal will take place at the La Feria Transfer Station located in La Feria, Texas.



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3569	
From:			
Subject: Discussion and consideration on first and final reading to approve Ordinance 2020-30 authorizing the issuance of "City of Weslaco, Texas Limited Tax Refunding Bonds, Taxable Series 2020"; a paying agent/registrar agreement, and an escrow agreement providing for the sale of such bonds; delegating authority to city representatives to select obligations to be refunded and approve final terms of the bonds; and approving all other matters related thereto and authorize the Mayor to execute any related documents. First and final reading on Ordinance 2020-30. Possible action. (Staffed by City Managers Office)			
Background: The city in the past issued Series 2013 and 2014 on August 2013 and March 2014 respectively. The city is considering doing an advance refunding on these series since interest rates are low and will realize a savings on it. A Proposed timetable is included for referencing key dates on the refunding of the issues.			
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 Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Refunding Bond Series Memo, Weslaco Refunding Parameters Sale 9.15.20 Final, Timetable - Weslaco GO Rfdg Bds S2020 8.21.2020, O2020-30 refunding bond series 2020			

Responsibilities upon Approval:
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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

Date: September 1, 2020

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Refunding Series 2013 and 2014 Bonds Issues

The City is presenting refunding opportunities for consideration on the 2013 and 2014 Bond issues. The 2013 issue is being paid with ad valorem taxes and the 2014 issue by Water and Wastewater revenue.

Should the city decide to pursue this avenue, the realized savings on the 2013 and 2014 issues will be \$400,159 and \$1,417,663 respectively. Please take into consideration that when the city is negotiating for this advance refunding, we will be setting parameters subject to market conditions which need to be met and advantageous to the city before proceeding.

Staff recommend approval.



Contact

Anne Burger Entrekin

Regional Managing Director

anne.burgerentrekin@hilltopsecurities.com

70 Northeast Loop 410, Suite 710

San Antonio, Texas 78216

Direct: 210.308.2200

Mario Hernandez

Analyst

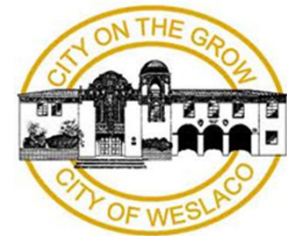
mario.hernandez@hilltopsecurities.com

1201 Elm Street, Suite 3500

Dallas, Texas 75270

Direct: 214.953.4182

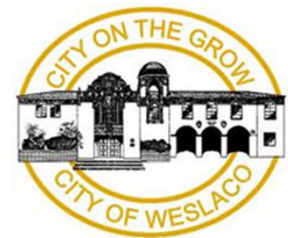
Proposed Refunding Opportunity



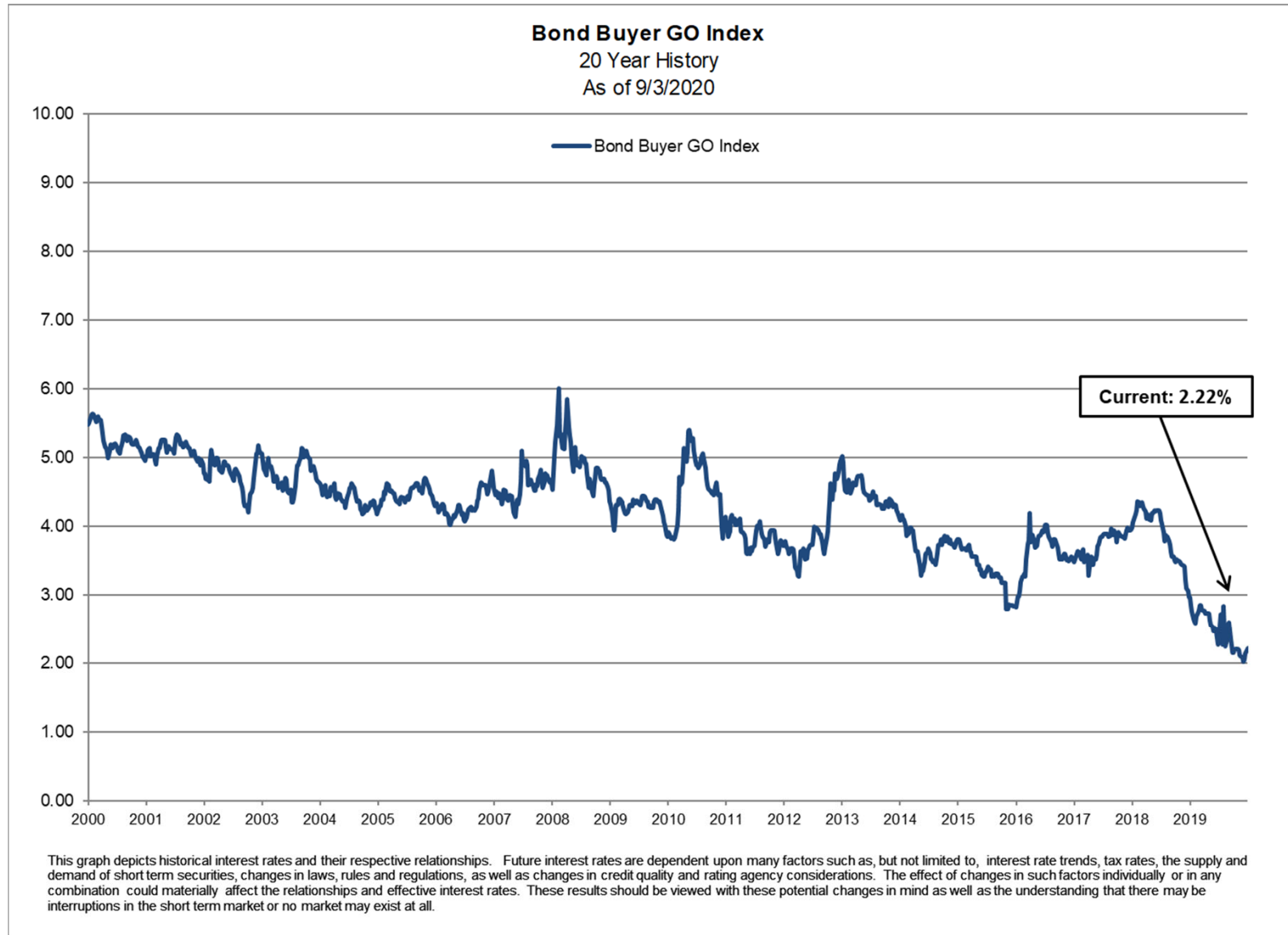
September 15, 2020

Weslaco, Texas

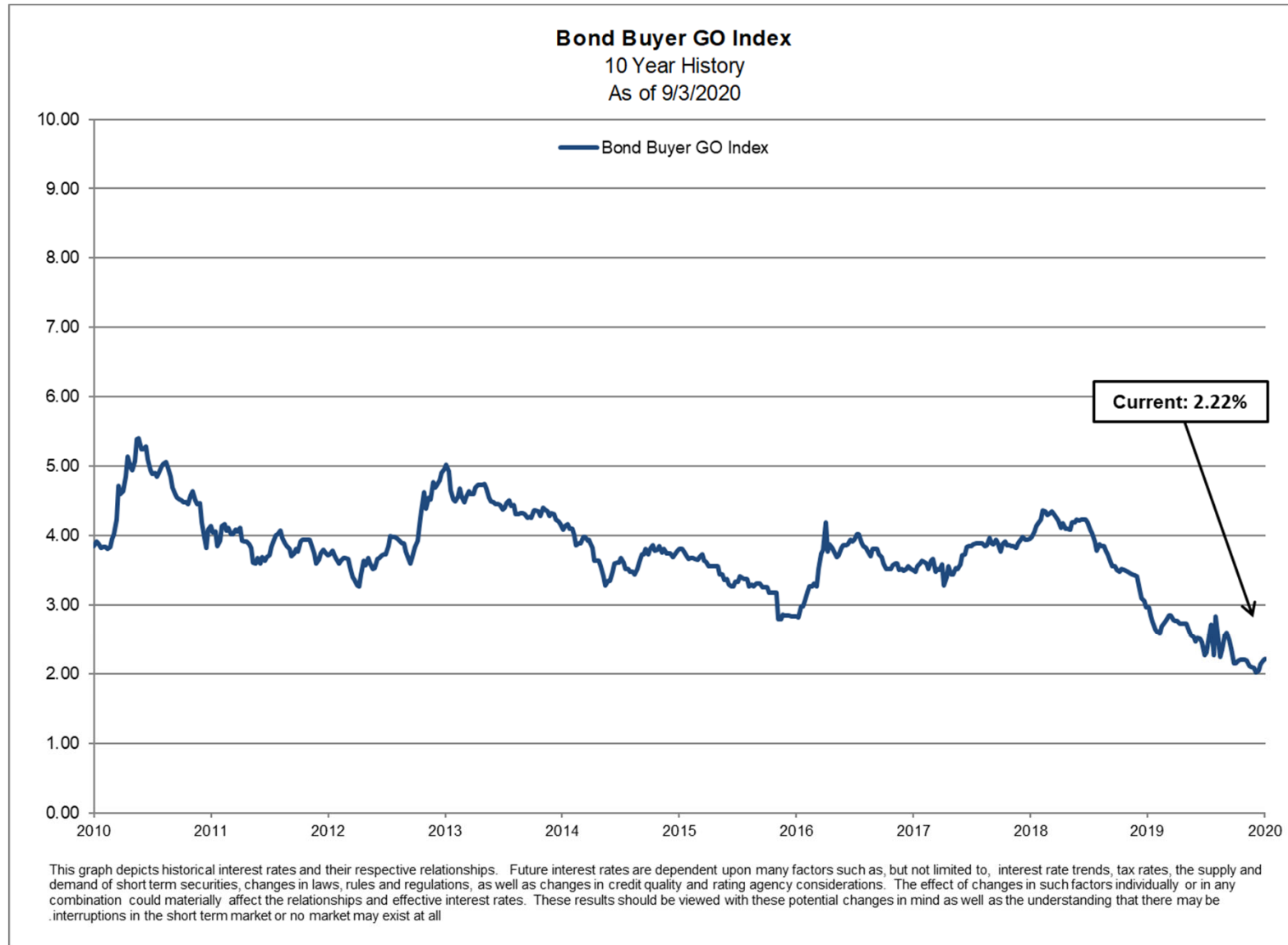
Market Update



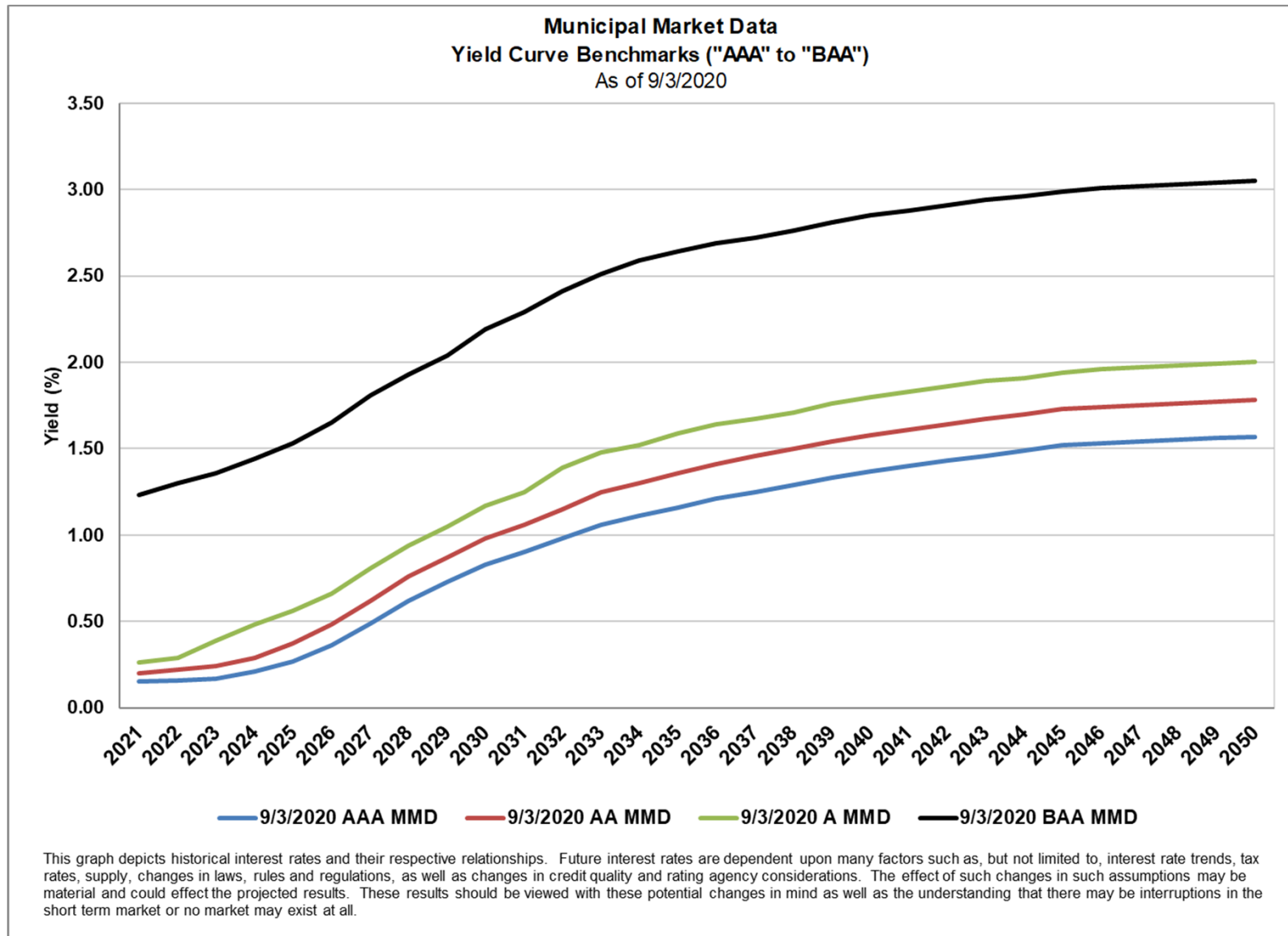
Bond Buyer's Index of 20 Municipal Bonds



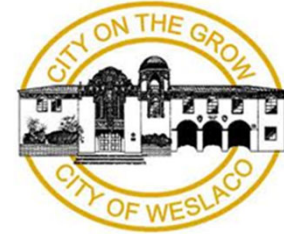
Bond Buyer's Index of 20 Municipal Bonds



MMD Yield Curve



Summary of Callable Bonds



Refunding Opportunity: Summary of Callable Bonds

Certificates of Obligation, Series 2013

Original Principal	\$675,000
Callable Principal	\$4,675,000
Callable Maturities	2024-2033
Coupons	4.00% - 5.00%
Call Date	8/15/2023

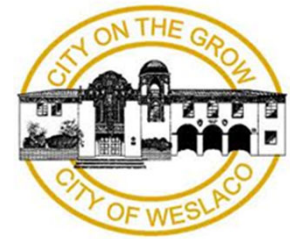
Maturity	Principal	Interest Rate	Call Date
8/15/2024	\$ 380,000	4.000%	8/15/2023
8/15/2025	400,000	4.000%	8/15/2023
8/15/2026	415,000	4.000%	8/15/2023
8/15/2027	430,000	5.000%	8/15/2023
8/15/2028	450,000	4.500%	8/15/2023
8/15/2029	470,000	4.500%	8/15/2023
8/15/2030	495,000	5.000%	8/15/2023
8/15/2031	520,000	5.000%	8/15/2023
8/15/2032	545,000	5.000%	8/15/2023
8/15/2033	<u>570,000</u>	5.000%	8/15/2023
	<u>\$ 4,675,000</u>		

Certificates of Obligation, Series 2014

Original Principal	\$9,075,000
Callable Principal	\$8,770,000
Callable Maturities	2023-2034
Coupons	3.00% - 5.00%
Call Date	8/15/2022

Maturity	Principal	Interest Rate	Call Date
8/15/2023	\$ 80,000	3.000%	8/15/2022
8/15/2024	80,000	4.000%	8/15/2022
8/15/2025	80,000	4.000%	8/15/2022
8/15/2026	90,000	4.000%	8/15/2022
8/15/2027	100,000	4.000%	8/15/2022
8/15/2028	1,035,000	4.500%	8/15/2022
8/15/2029	1,085,000	4.500%	8/15/2022
8/15/2030	1,140,000	4.500%	8/15/2022
8/15/2031	1,185,000	4.500%	8/15/2022
8/15/2032	1,245,000	4.500%	8/15/2022
8/15/2033	1,295,000	4.500%	8/15/2022
8/15/2034	<u>1,355,000</u>	5.000%	8/15/2022
	<u>\$ 8,770,000</u>		

Summary of Projected Debt Service Savings

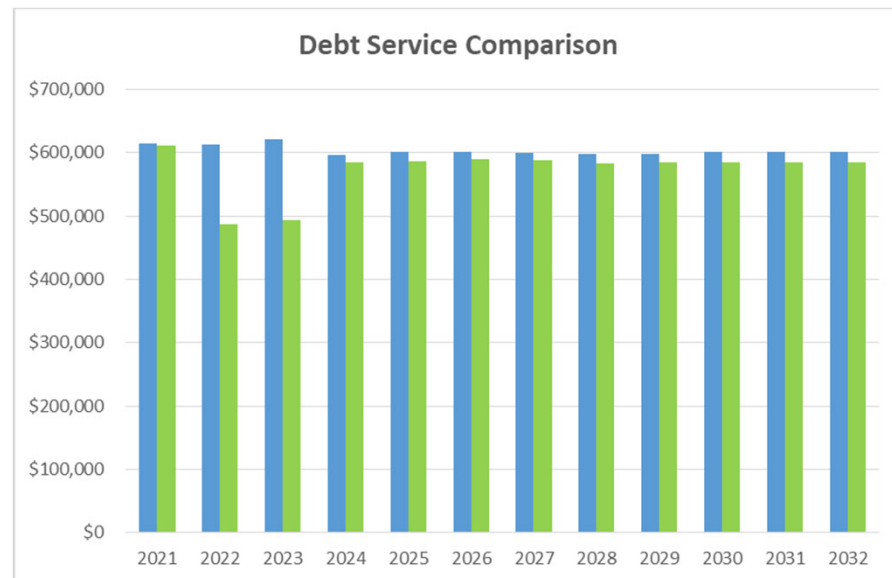


Proposed Debt Service Savings - CO, Series 2013

Taxable Refunding- Structured Savings – Supported by Ad Valorem Taxes

PROJECTED SAVINGS City of Weslaco, Texas COs Series 2013 - Structured Savings			
Date	Prior Debt Service	Refunding Debt Service	Projected Savings
9/30/2021	\$614,600	\$610,594	\$4,006
9/30/2022	613,800	487,125	126,675
9/30/2023	620,850	494,175	126,675
9/30/2024	597,200	585,525	11,675
9/30/2025	602,000	585,822	16,178
9/30/2026	601,000	589,322	11,678
9/30/2027	599,400	587,438	11,962
9/30/2028	597,900	583,940	13,960
9/30/2029	597,650	585,100	12,550
9/30/2030	601,500	585,560	15,940
9/30/2031	601,750	585,300	16,450
9/30/2032	600,750	584,300	16,450
9/30/2033	598,500	582,540	15,960
	\$7,846,900	\$7,446,741	\$400,159

Projected Debt Service Savings	
Refunding Par Amount	\$5,435,000
Gross Savings	\$400,157
Average Annual Savings (2021-2033)	\$30,781
True Interest Cost	1.93%
Net Present Value Savings	\$370,634
Present Value Benefit (%)	7.93%
Negative Arbitrage	\$238,786
Percent Neg Arb of NPV Savings	64.43%

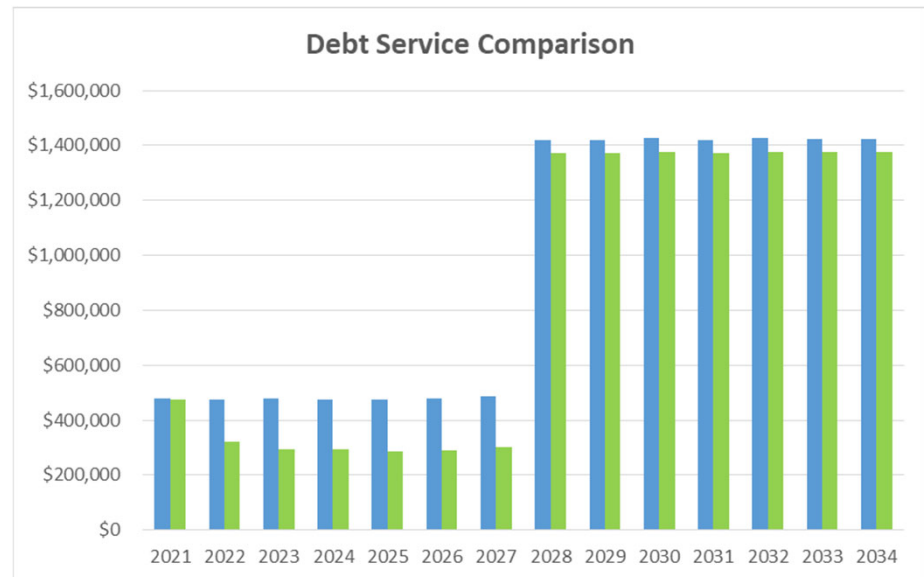


*For purposes of illustration rates are as of 8/12/2020.

Proposed Debt Service Savings - CO, Series 2014 – Taxable Refunding- Structured Savings – Supported by Utility System Revenues

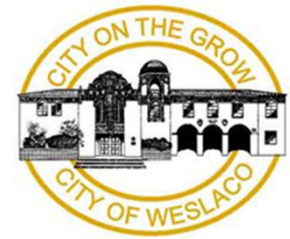
PROJECTED SAVINGS City of Weslaco, Texas COs Series 2014 - Structured Savings			
Date	Prior Debt Service	Refunding Debt Service	Projected Savings
9/30/2021	\$477,600	\$473,403	\$4,197
9/30/2022	475,725	322,344	153,381
9/30/2023	478,475	294,710	183,765
9/30/2024	476,075	293,775	182,300
9/30/2025	472,875	287,730	185,145
9/30/2026	479,675	291,365	188,310
9/30/2027	486,075	299,880	186,195
9/30/2028	1,417,075	1,372,900	44,175
9/30/2029	1,420,500	1,372,585	47,915
9/30/2030	1,426,675	1,375,715	50,960
9/30/2031	1,420,375	1,372,155	48,220
9/30/2032	1,427,050	1,376,955	50,095
9/30/2033	1,421,025	1,374,865	46,160
9/30/2034	1,422,750	1,375,935	46,815
	\$13,301,950	\$11,884,317	\$1,417,633

Projected Debt Service Savings	
Refunding Par Amount	\$9,730,000
Gross Savings	\$1,417,632
Average Annual Savings (2021-2034)	\$101,259
True Interest Cost	2.10%
Net Present Value Savings	\$1,265,075
Present Value Benefit (%)	14.42%
Negative Arbitrage	\$285,992
Percent Neg Arb of NPV Savings	22.61%



*For purposes of illustration rates are as of 8/12/2020.

Parameters Delegation



Parameter Bond Sale

Reason for Parameter Bond Sale = FLEXIBILITY

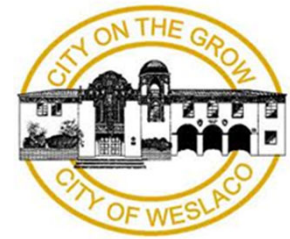
Market Timing- Bond issue is in 'Day-to-Day' mode, meaning bonds can be priced at any time and in an interest rate environment that is advantageous rather than being locked into pricing on the date of a City Commission meeting.

- Suggested parameters for City Commission consideration:
 - Minimum Savings Threshold for Refunding
 - Maximum Interest Rate
 - Maximum Principal Amount of Issue
 - Maximum Maturity Date
 - Expiration of Delegated Authority
 - Delegation Authority- The Mayor, the City Manager and/or the Director of Finance

Parameter Bond Sale Recommended Parameters for Consideration

- Suggested parameters for City Commission consideration:
 - Minimum Savings Threshold for Refunding – 6.50%
 - Maximum True Interest Cost Rate – 3.25%
 - Maximum Principal Amount of Issue - \$15,185,000
 - Maximum Maturity Date – August 15, 2034
 - Expiration of Delegated Authority – 180 Days
 - Delegation Authority- The Mayor, the City Manager and/or the Director of Finance

Proposed Timetable



Proposed Timetable of Events for Consideration

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

= Key Dates

= Holidays

DATE
Tuesday, September 1, 2020
Wednesday, September 2, 2020
Monday, September 14, 2020
Tuesday, September 15, 2020

Thursday, September 24, 2020
Week of September 28 th
Monday, September 28, 2020
Friday, October 2, 2020

Tuesday, October 6, 2020
Wednesday, October 7, 2020
Wednesday, October 14, 2020
Thursday, November 12, 2020

TBD

EVENT
Brief Commission on refunding opportunity.
Distribute first draft of POS to working group for comments.
Comments on first draft of POS due from working group.
Regular meeting of the City Commission to consider the adoption of a Bond Ordinance to refund certain debt obligations and to delegate authority to certain City Officials to approve the final terms.
Distribute second draft of POS to working group for comments.
Send POS and related documents to Standard & Poor's.
Comments on second draft of POS due from working group by 10:00 am.
Due Diligence call
Distribute revised draft of POS to working group for comments.
Comments on revised draft of POS due from working group.
Receive rating.
POS goes to i-Deal for posting
Pricing.
Approval Certificates are executed by Delegated City Officials.
Closing date; City delivers the Refunding Bonds to Underwriter and receives funds.
Regular meeting to brief the City Commission on the final terms of the Refunding Bonds and to present the transaction summary.

Summary

- Municipal interest rates are at historical lows
- Even with call dates in 2022 and 2023, and taxable advanced refunding bonds, the potential for the City of Weslaco to achieve significant debt service savings exists
- While there is negative arbitrage, the percent of negative arbitrage to net present value savings is at levels where a transaction should be evaluated
- If City Commission is interested in pursuing a refinancing, next steps are as follows:
 - Confirm the parameters to be met prior to the issuance of the refunding bonds
 - Adopt the ordinance authorizing the issuance of the refunding bonds
 - Proceed with the proposed Timetable of Events
 - Continue to monitor the municipal bond interest rate markets for changes

Summary

- Interest rates are at historical lows
- Even with call dates in 2022 and 2023, and taxable advanced refunding bonds, the potential for the City of Weslaco to achieve significant debt service savings exists
- While there is negative arbitrage, the percent of negative arbitrage to net present value savings is at levels where a transaction should be evaluated
- Projected debt service savings are structured in a manner to optimize related debt service
 - CO, Series 2013 – Ad Valorem Tax Supported – Savings targeted in 2022 and 2023, prior to 2024 when existing debt service declines
 - CO, Series 2014 – Utility System Revenue Supported – Savings targeted in 2022 through 2027, prior to 2028 when existing debt service declines

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

= Key Dates

= Holidays

Approximately \$ _____ *

CITY OF WESLACO, TEXAS

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020

PROPOSED TIMETABLE OF EVENTS

Draft Dated August 21, 2020

DATE	EVENT
Tuesday, September 1, 2020	Brief Council on refunding opportunity.
Friday, September 4, 2020	Distribute first draft of POS to working group for comments.
Tuesday, September 15, 2020	Regular meeting of the City Council to consider the adoption of a Bond Ordinance to refund certain debt obligations and to delegate authority to certain City Officials to approve the final terms.
Wednesday, September 16, 2020	Comments on first draft of POS due from working group.
Friday, September 18, 2020	Distribute second draft of POS to working group for comments.
	Send POS and related documents to Standard & Poor's.
Friday, September 25, 2020	Comments on second draft of POS due from working group by 10:00 am.
Week of September 28 th	Due Diligence call
Monday, September 28, 2020	Distribute revised draft of POS to working group for comments.
Tuesday, October 6, 2020	Comments on revised draft of POS due from working group.
Friday, October 9, 2020	Receive rating.
Tuesday, October 13, 2020	POS goes to i-Deal for posting
Tuesday, October 20, 2020	Pricing.
	Approval Certificates are executed by Delegated City Officials.
Thursday, November 12, 2020	Closing date; City delivers the Refunding Bonds to Underwriter and receives funds.
TBD	Regular meeting to brief the City Council on the final terms of the Refunding Bonds and to present the transaction summary.

*Preliminary; subject to change.

ORDINANCE 2020-30

ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF WESLACO, TEXAS LIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2020”, A PAYING AGENT/REGISTRAR AGREEMENT, AND AN ESCROW AGREEMENT; PROVIDING FOR THE SALE OF SUCH BONDS; DELEGATING AUTHORITY TO CITY REPRESENTATIVES TO SELECT OBLIGATIONS TO BE REFUNDED AND APPROVE FINAL TERMS OF THE BONDS; AND APPROVING ALL OTHER MATTERS RELATED THERETO

ORDINANCE 2020-30

ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF WESLACO, TEXAS LIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2020”, A PAYING AGENT/REGISTRAR AGREEMENT, AND AN ESCROW AGREEMENT; PROVIDING FOR THE SALE OF SUCH BONDS; DELEGATING AUTHORITY TO CITY REPRESENTATIVES TO SELECT OBLIGATIONS TO BE REFUNDED AND APPROVE FINAL TERMS OF THE BONDS; AND APPROVING ALL OTHER MATTERS RELATED THERETO

WHEREAS, the City of Weslaco, Texas (the “City”) has been organized, created, and established pursuant to the laws of the State of Texas as a home rule city and political subdivision of the State of Texas;

WHEREAS, the City Commission of the City (the “City Commission”) desires to refund certain of its outstanding bonds listed on Schedule I attached hereto;

WHEREAS, Chapter 1207, Texas Government Code, authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a trust company or commercial bank not a depository of the City, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations (defined below);

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with such trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration, and disposition of any such deposit, upon such terms and conditions as the City and such paying agent may agree, provided that such deposits may be invested and reinvested in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and which shall mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or prepayment of the Refunded Obligations;

WHEREAS, the Escrow Agreement hereafter authorized constitutes an escrow agreement of the kind authorized and permitted by Chapter 1207;

WHEREAS, the City Commission of the City hereby finds and declares a public purpose and deems it advisable to refund the Refunded Obligations in order to effect present value savings; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

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

Section 1. Authorization of the Bonds and Approval Parameters. There is hereby ordered to be issued, under and by virtue of the laws of the State of Texas, including particularly Chapter 1207, Texas Government Code, as amended, a series of bonds of the City to be known as “CITY OF WESLACO, TEXAS LIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2020” (the “Bonds”), payable from ad valorem taxes as provided in this Ordinance, for the purposes of refunding the Refunded Obligations and paying costs of issuance thereof.

As authorized by Section 1207.007, Texas Government Code, the Mayor, the City Manager, and the Director of Finance, each an “Authorized Representative”, are hereby authorized, appointed, and designated as officers of the City authorized to act on behalf of the City in selling and delivering the

Bonds authorized herein and carrying out the procedures specified in this Ordinance, including determining the method of sale, the aggregate principal amount of each maturity of the Bonds and the rate of interest to be borne on the principal amount of each maturity, the allocation of premium generated from the sale of the Bonds, the redemption provisions therefor, any insurance provisions, the City contribution, if any, and the obligations to be refunded (the "Refunded Obligations"). Each of the above individuals, acting for and on behalf of the City, is authorized to execute the Pricing Certificate substantially in the form attached hereto as Exhibit A on or before 180 days after the adoption this Ordinance. The Bonds shall be issued in the principal amount not to exceed \$15,185,000; the maximum maturity will not exceed August 15, 2034, net present value savings on the Bonds shall be not less than 6.50%, and the net effective per annum rate, calculated in a manner consistent with the provisions with Chapter 1204 Texas Government Code, shall not exceed 3.25%. The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Initial Purchaser (hereinafter defined). Upon execution of the Pricing Certificate, it shall become a part of this Ordinance and be incorporated by reference herein, and (to the extent necessary or appropriate) Bond Counsel is authorized to complete this Ordinance to reflect such final terms.

Section 2. Date, Denominations, Numbers, and Maturities of and Interest on the Bonds.

The Bonds shall be dated October 1, 2020 and shall be in the denomination of \$5,000 or any integral multiple thereof. Interest shall commence to accrue on the Bonds on such date. The Bonds shall be in the respective denominations and principal amounts hereinafter stated, with the Initial Bond (as hereinafter defined) being number I-1 and the Definitive Bonds (as hereinafter defined) numbered consecutively from R-1 upward, payable to the Initial Purchaser (as hereinafter defined), or to the registered assigned or assignees of the Bonds or any portion or portions thereof (in each case, the "Registered Owner").

The Bonds shall mature on August 15 in each of the years and in the amounts and bear interest as set forth in the Pricing Certificate.

Section 3. General Characteristics. The Bonds shall be issued, shall be payable, shall have the characteristics, and shall be signed and executed (and the Bonds shall be sealed) all as provided, and in the manner indicated in the form set forth below.

(a) Registration, Transfer, and Exchange; Authentication: The City shall keep or cause to be kept at the designated payment office of Zions Bancorporation, National Association, Houston, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bonds (the "Register"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, and exchanges as herein provided. The Mayor and the City Secretary are authorized to enter into a Paying Agent/Registrar Agreement substantially in the form of Exhibit B attached hereto. The Paying Agent/Registrar shall obtain and record in the Register the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provide; but it shall be the duty of each Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of the Bonds shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Register during the regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange, and delivery of a substitute Bond or Bonds shall be paid as provided in the "Form of Bonds"

set forth in this Ordinance. Registration of assignments, transfers, and exchanges of Bonds shall be made in the manner provided and with the effect stated in the "Form of Bonds" set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in subsection (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any Definitive Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the forgoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds. Pursuant to Chapter 1201, Texas Government Code, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and upon the execution of said certificate, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts (the "Initial Bond").

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Owners thereof; (ii) may be transferred and assigned; (iii) may be exchanged for other Bonds; (iv) shall be administered, and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the "Form of Bonds" set forth in this Ordinance. The Initial Bond shall be delivered to the Initial Purchaser and is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each Bond issued in exchange for the Initial Bond or any Bond or Bonds issued under this Ordinance, the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the form set forth in the "Form of Bonds" in this Ordinance.

Section 4. Form of the Bonds. The Form of the Bonds, including the Form of Paying Agent/Registrar's Authentication Certificate, the Form of Assignment, and the Form of the Comptroller's Registration Certificate to accompany the Initial Bond on the initial delivery thereof, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance:

[FORM OF THE DEFINITIVE BONDS]

FORM OF BONDS

United States of America
State of Texas
CITY OF WESLACO, TEXAS
LIMITED TAX REFUNDING BOND, TAXABLE SERIES 2020

NUMBER
R-
REGISTERED

DENOMINATION
\$
REGISTERED

<u>DATED DATE</u>	<u>MATURITY DATE</u>	<u>DELIVERY DATE</u>	<u>INTEREST RATE (%)</u>	<u>CUSIP NO.</u>
October 1, 2020	August 15, ____	November 12, 2020		950868

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS (\$_____))

THE CITY OF WESLACO, TEXAS (the "City"), a home rule city and political subdivision of the State of Texas, promises to pay to the Registered Owner, specified above, or registered assignees (the "Owner") on the Maturity Date, specified above, upon presentation and surrender of this Bond at the designated payment office of Zions Bancorporation, National Association, Houston, Texas, or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Delivery Date, specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check dated February 15, 2021 and each February 15 and August 15 thereafter, mailed to the Owner of record as shown on the books of registration kept by the Paying Agent/Registrar (the "Register"), as of the date which is the last business day of the month next preceding the interest payment date or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar. Notwithstanding the above paying procedures, upon written request to the City and the Paying Agent/Registrar, the Owner of at least \$1,000,000 in principal amount may receive all payments of principal and interest hereon by wire transfer on each payment date. CUSIP number identification with appropriate dollar amount of payment pertaining to each CUSIP number (if more than one CUSIP number) must accompany all payments of interest and principal, whether by check or wire transfer. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Owner appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the Owner that no later than each principal installment payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due, in the manner set forth in the Ordinance defined below.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds, dated as of October 1, 2020 (the "Bonds") of like designation and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the Ordinance adopted by the City Commission of the City on September 15, 2020 and the "Pricing Certificate" authorized therein (together the "Ordinance"), in the original aggregate principal amount of \$_____ for the purpose of providing money for refunding certain outstanding obligations of the City described in the Ordinance and to pay costs of issuance of the Bonds by virtue of the laws of the State of Texas, including particularly Chapter 1207, Texas Government Code.

THE CITY RESERVES THE RIGHT, at its option, to redeem the Bonds maturing on or after August 15, 20__ prior to their scheduled maturities, in whole or in part, in integral multiples of \$5,000 on August 15, 20__, or any date thereafter, at a price of par value plus accrued interest on the principal amounts called for redemption from the most recent interest payment to the date fixed for redemption. If less than all the Bonds are redeemed at any time, the particular maturities of Bonds to be redeemed shall be selected by the City. If less than all of the Bonds of a certain maturity are to be redeemed, the particular Bond or portions thereof to be redeemed will be selected by the Paying Agent/Registrar by such random method as the Paying Agent/Registrar shall deem fair and appropriate.

IF A BOND subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

NOTICE OF ANY REDEMPTION identifying the Bonds to be redeemed in whole or in part shall be given by the Paying Agent/Registrar upon direction of the City at least 30 days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed, in whole or in part, at the address shown on the Register. Any notice given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, such Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

With respect to any optional redemption of the Bonds, unless the Paying Agent/Registrar has received funds sufficient to pay the principal and premium, if any, and interest on the Bonds to be redeemed before giving of a notice of redemption, the notice of redemption may state the City may condition redemption on the receipt by the Paying Agent/Registrar of such funds on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the

Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

NOTWITHSTANDING ANYTHING IN THE ORDINANCE TO THE CONTRARY, the City may make any notice of redemption conditional on the occurrence of a condition precedent. In the event that the City chooses to provide a conditional notice of redemption, the City shall include in the notice of redemption that the redemption is conditioned upon the occurrence of a condition precedent. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make money or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

THE BONDS are issued pursuant to the Ordinance whereunder the City covenants to levy a continuing, direct, annual ad valorem tax on taxable property within the City, within the limitations prescribed by law, for each year while any part of the Bonds are considered outstanding under the provisions of the Ordinance, in a sufficient amount to pay interest on each Bond as it becomes due, to provide for the payment of the principal or maturing amounts, as appropriate, of the Bonds when due and to pay the expenses of assessing and collecting such tax. Reference is hereby made to the Ordinance for provisions with respect to the custody and application of the City's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Owner.

THIS BOND IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar. If a Bond is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Owner, or his authorized representative, subject to the terms and conditions of the Ordinance. If a Bond is being exchanged, it shall be in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance. The Owner of this Bond shall be deemed and treated by the City and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Bonds in order to render the same legal, valid, and binding obligations of the City have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on, or maturing amounts of (as appropriate) the Bonds by the levy of a continuing, direct, annual ad valorem tax upon taxable property within the City; and that issuance of the Bonds does not exceed any constitutional or statutory limitation.

BY BECOMING the Owner of this Bond, the Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each Owner and the City.

IN WITNESS WHEREOF this Bond has been signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed, or placed in facsimile, on this Bond.

CITY OF WESLACO, TEXAS

/s/ Norma A. Cantu
City Secretary

/s/ David Suarez
Mayor

(SEAL)

* * *

[FORM OF INITIAL BOND]

The Initial Bond shall be in the form set forth above for the Definitive Bonds except the following shall replace the heading and the first paragraph:

NO. I-1

\$ _____

United States of America
State of Texas
CITY OF WESLACO, TEXAS
LIMITED TAX REFUNDING BOND, TAXABLE SERIES 2020

Dated Date: OCTOBER 1, 2020

Delivery Date: NOVEMBER 12, 2020

Registered Owner: _____

Principal Amount: _____ AND NO/100 DOLLARS
(\$ _____)

THE CITY OF WESLACO, TEXAS (the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner, specified above, or the registered assigns thereof (the "Owner"), the Principal Amount, specified above, with principal installments payable on August 15 in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

YEARS OF STATED
MATURITIES

PRINCIPAL
INSTALLMENTS (\$)

INTEREST
RATE (%)

(Information to be inserted from Pricing Certificate.)

INTEREST on the unpaid Principal Amount hereof from the Delivery Date, specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for shall be paid computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2021.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The final payment of principal of this Bond shall be paid to the Owner upon presentation and surrender of this Bond at final maturity, at the designated payment office of Zions Bancorporation, National Association, Houston, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of principal installments and interest on this Bond shall be made by the Paying Agent/Registrar to the Owner hereof as shown by the Register kept by the Paying Agent/Registrar at the close of business on the Record Date by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, postage prepaid, on each such payment date, to the Owner hereof at its address as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The record date ("Record Date") for determining the Owner for payments hereon means the last business day of the month preceding a scheduled payment. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Owner appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the Owner that no later than each principal installment payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due, in the manner set forth in the Ordinance defined below.

* * *

[FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS]

(TO BE PRINTED ON OR ATTACHED TO THE INITIAL BOND ONLY)

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts
of the State of Texas

* * *

[FORM OF AUTHENTICATION CERTIFICATE]

(TO BE PRINTED ON DEFINITIVE BONDS ONLY)

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described on the face of this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Zions Bancorporation, National Association,
Houston, Texas, as Paying Agent/Registrar

Dated _____

By _____
Authorized Representative

* * *

[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

/ _____ / _____
(Please insert Social Security or (Please print name and address, including zip code, of Transferee)
Taxpayer Identification of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act _____
(State)

* * *

[END OF FORMS]

“City” means the City of Weslaco, Texas, a home-rule city and a political subdivision of the State of Texas, or any successor thereto.

“Code” means the Internal Revenue Code of 1986, as amended.

“Defeased Bond” means any Bond, and the interest thereon, deemed to be paid, retired, and no longer outstanding within the meaning of this Ordinance.

“Definitive Bonds” means the Bonds issued in exchange for the Initial Bonds.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Escrow Agent” means Zions Bancorporation, National Association, Houston, Texas.

“Escrow Agreement” means the agreement dated as of October 1, 2020, between the City and the Escrow Agent attached hereto as Exhibit C.

“Government Obligations” means direct noncallable obligations of the United States, including (i) obligations that are unconditionally guaranteed by the United States; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm of not less than “AAA” or its equivalent, or (iv) any other obligation authorized by Section 1207.062(b), Texas Government Code.

“Initial Bond” means the Bond registered by the Comptroller of Public Accounts of the State of Texas as described in Section 11 hereof.

“Initial Purchaser” means the entity named in the Pricing Certificate.

“Interest Payment Date” means, when used in connection with any Bond, February 15, 2021 and each February 15 and August 15 thereafter until maturity.

“Official Statement” means the disclosure document describing the Bonds dated the date of the Pricing Certificate.

“Ordinance” means this “Ordinance Authorizing the Issuance of “City of Weslaco, Texas Limited Tax Refunding Bonds, Taxable Series 2020”, a Paying Agent/Registrar Agreement, and an Escrow Agreement; Providing for the Sale of Such bonds; Delegating Authority to City Representatives to Select Obligations to be Refunded and Approve Final Terms of the Bonds; and Approving All Other Matters Related Thereto” adopted by the City Commission of the City on September 15, 2020.

“Owner” means any person who shall be the registered owner of any outstanding Bonds as shown on the Register.

“Paying Agent/Registrar” means Zions Bancorporation, National Association, Houston, Texas, and such other bank or trust company as may hereafter be appointed in substitution therefor or in addition thereto to perform the duties of the Paying Agent/Registrar in accordance with this Ordinance.

“Paying Agent/Registrar Agreement” means the agreement, dated October 1, 2020, between the Paying Agent/Registrar and the City relating to the registration, authentication, and transfer of the Bonds, attached hereto as Exhibit B.

“Pricing Certificate” means the certificate substantially in the form of Exhibit A.

“Purchase Contract” means the purchase contract between the City and the Underwriters as approved by an Authorized Representative.

“Record Date” means the last business day of the calendar month next preceding the applicable Interest Payment Date.

“Refunded Obligations” means the obligations described in Schedule I and as finalized in the Pricing Certificate.

“Register” means the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

“Underwriters” means the Initial Purchaser and the syndicate of underwriters named in the Pricing Certificate, if any.

Section 6. Interest and Sinking Fund and Tax Levy. A special “Interest and Sinking Fund” is hereby confirmed and shall be maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City and shall be used only for paying the interest on and principal of the Bonds. Accrued interest received from the Initial Purchaser of the Bonds and the net proceeds of all ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the principal of or interest on or maturing amounts of (as appropriate) the Bonds are outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds and the principal on the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); the tax shall be based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City, for each year while any of the Bonds are outstanding and unpaid, and the tax shall be assessed and collected each year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged irrevocably for such payment.

Section 7. Investments and Security. (a) Investment of Funds. The City may place money in the Interest and Sinking Fund in time or demand deposits or invest such money as authorized by law at the time of such deposit. Obligations purchased as an investment of money in a fund shall be deemed to be part of such fund.

(b) Amounts Received from Investments. Except as otherwise provided by law, amounts received from the investment of any money in the Interest and Sinking Fund shall be retained therein. It is provided, however, that any interest earnings on proceeds of the Bonds which are required to be rebated to the United States of America in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

Section 8. Covenants of the City. (a) General Covenants. The City covenants and represents that:

(i) The City is a duly created and existing home rule city and political subdivision of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms; and

(ii) The Bonds shall be ratably secured in such manner that no one Bond shall have preference over other Bonds.

(b) Specific Covenants. The City covenants and represents that, while the Bonds are outstanding and unpaid, it will:

(i) Levy an ad valorem tax that will be sufficient to provide funds to pay the current interest on the Bonds and to provide the necessary sinking fund, all as described in this Ordinance; and

(ii) Keep proper books of record and accounts in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the funds created pursuant to this Ordinance, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request from any Owner.

(c) Covenants Regarding Sale, Lease, or Disposition of Financed Property. The City covenants that the City will regulate the use of the property financed, directly or indirectly, with the proceeds of the Refunded Obligations and will not sell, lease, or otherwise dispose of such property unless (i) the City takes the remedial measures as may be required by the Code and the regulations and rulings thereunder in order to preserve the exclusion from gross income of interest on the Bonds under section 103 of the Code or (ii) the City seeks the advice of nationally-recognized bond counsel with respect to such sale, lease, or other disposition.

Section 9. Paying Agent/Registrar. The Paying Agent/Registrar is hereby appointed as paying agent for the Bonds. The principal of the Bonds and the accrued interest on the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America, which, on the date of payment, is legal tender for the payment of debts due the United States of America, as described in the Form of Bonds in Section 4 hereof.

The City, the Paying Agent/Registrar, and any other person may treat the Owner as the absolute owner of such Bonds for the purpose of making and receiving payment of the principal thereof and for the further purpose of receiving payment of the interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Ordinance shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

So long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the Register at one of its designated payment offices in Texas in which, subject to such reasonable regulations as it may

prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Ordinance.

The City may at any time and from time to time appoint another Paying Agent/Registrar in substitution for the previous Paying Agent/Registrar provided that any such Paying Agent/Registrar shall be a national or state banking institution, shall be an association or a corporation organized and doing business under the laws of the United States of America or any state, authorized under such laws to exercise trust powers, shall be subject to supervision or examination by federal or state authority, and shall be authorized by law to serve as a paying agent/registrar. In such event, the City shall give notice by United States mail, first-class, postage prepaid to each Owner. Any bank or trust company with or into which any Paying Agent/Registrar may be merged or consolidated, or to which the assets and business of Paying Agent/Registrar may be sold or otherwise transferred, shall be deemed the successor of such Paying Agent/Registrar for the purposes of this Ordinance.

The Mayor and the City Secretary of the City are hereby authorized to enter into, execute, and deliver the Paying Agent/Registrar Agreement with the initial Paying Agent/Registrar in substantially the form presented to the City on this date.

Section 10. Successor Registrar, Successor Paying Agent. The City covenants with the registered owners of the Bonds that prior to the time all of the Bonds have been finally retired, the City will provide competent and legally qualified persons to act as and perform the services of paying agent and as registrar for the Bonds under this Ordinance. The City reserves the right to, and may, at its option, change the Paying Agent/ Registrar with respect to the Bonds upon not less than 60 days written notice to the Paying Agent/Registrar. Any Paying Agent/Registrar may resign and be discharged of its respective duties under this Ordinance by written resignation filed with the City not less than 60 days before the date such resignation is to take effect. In the event that the person at any time acting as a Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified national or state banking institution organized and doing business under the laws of the United States of America or the State of Texas, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, to act as such Paying Agent/Registrar, under this Ordinance. Upon any change in a Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in a Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, postage prepaid which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

Section 11. Initial Bond; Exchange or Transfer of Bonds. Initially, one Bond (the "Initial Bond") numbered I-1 and being in the principal amount, respectively, as shown in the Pricing Certificate for each year of maturity, and representing the entire principal amount of Bonds shall be registered in the name of the Initial Purchaser or the designee thereof and shall be executed and submitted to the Attorney General of Texas for approval, and thereupon certified by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, by manual signature. At any time thereafter, the Owner may deliver the Initial Bond to the Paying Agent/Registrar for exchange, accompanied by instructions from the Owner or such designee designating the person, maturities, and principal amounts to and in which the Initial Bond are to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall

thereupon, within not more than 72 hours, register and deliver such Bonds upon authorization of the City as provided in such instructions.

Each Bond shall be transferable within 72 hours after request, but only upon the presentation and surrender thereof at the designated payment office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Owner or his authorized representative in the form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, to the extent possible and under reasonable circumstances within three business day after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations, of the same maturity, in the appropriate principal amount, and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the appropriate corporate trust office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount or maturing amounts, as appropriate, equal to the unpaid principal amount or maturing amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with this Ordinance and each Bond so delivered shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The City or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

Section 12. Book-Entry Only System. (a) The Definitive Bonds may be initially issued in the name of Cede & Co., as nominee of DTC, as Registered Owner of the Bonds, and held in custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Bonds. Beneficial owners of Definitive Bonds will not receive physical delivery of Bond certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other person purchasing, selling, or otherwise transferring beneficial ownership of Bonds is to receive, hold, or deliver any Bond certificate. No person shall acquire or hold any beneficial interest in any Bond representing a portion of the principal amount of such Bond which is other than \$5,000 or an integral multiple thereof.

(b) Replacement Definitive Bonds may be issued directly to beneficial owners of Bonds other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Bonds (which determination shall become effective no less than 90 days after written notice to such effect to the City and the Paying Agent/Registrar); or (ii) the City has advised DTC of its determination (which determination is conclusive as to DTC and beneficial owners of the Bonds) that DTC is incapable of discharging its duties as securities depository for the Bonds; or (iii) the City has determined (which determination is conclusive as to DTC and the beneficial owners of the Bonds) that the interests of the beneficial owners of the Bonds might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any event described in (i) or (ii) above, the City shall use its best efforts to attempt to locate another qualified securities depository. If the City fails to locate another qualified securities depository to replace DTC, the City shall cause to be executed, authenticated, and delivered replacement Bonds, in certificate form, to the DTC participants having an interest in the Bonds as shown on

the records of DTC provided by DTC to the City. In the event that the City makes the determination described in (iii) above and has made provisions to notify the beneficial owners of Bonds of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Bonds in certificate form to the DTC participants having an interest in the Bonds as shown on the records of DTC provided by DTC to the City. The City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in (ii) or (iii) above.

(c) Whenever, during the term of the Bonds, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Ordinance of holding, delivering, or transferring Bonds shall be deemed modified to require the appropriate person or entity to meet the requirement of DTC as to registering or transferring the book entry to produce the same effect.

(d) If at any time, DTC ceases to hold the Bonds, all references herein to DTC shall be of no further force or effect.

Section 13. City Officers' Duties. (a) Issuance of Bonds. The Mayor of the City shall submit the Initial Bond, the record of the proceedings authorizing the issuance of the Bonds, and any and all necessary orders, certificates, and records to the Attorney General of the State of Texas for his investigation. After obtaining the approval of the Attorney General, the Mayor of the City shall cause the Initial Bond to be registered by the Comptroller of Public Accounts of the State of Texas. The officers or acting officers of the City are authorized to execute and deliver on behalf of the City such certificates and instruments as may be necessary or appropriate prior to the delivery of and payment for the Bonds to and by the Initial Purchaser.

(b) Execution of Ordinance. The Mayor and the City Secretary of the City are authorized to execute the certificate to which this Ordinance is attached on behalf of the City and to do any and all things proper and necessary to carry out the intent hereof.

Section 14. Remedies of Owners. In addition to all rights and remedies of any Owner of the Bonds provided by the laws of the State of Texas, the City and the City Commission covenant and agree that in the event the City defaults in the payment of the principal of or interest on any of the Bonds when due, fails to make the payments required by this Ordinance to be made into the Interest and Sinking Fund, or defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in this Ordinance, the Owner of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City Commission and other officers of the City to observe and perform any covenant, obligation, or condition prescribed in this Ordinance. No delay or omission by any Owner to exercise any right or power accruing to such Owner upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Ordinance shall be available to any Owner of any of the Bonds and shall be cumulative of all other existing remedies.

Section 15. Notice to Owners. Except as may be otherwise provided in this Ordinance, where this Ordinance provides for notice to Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner, at the address of such Owner as it appears in the Register. Neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Owner of Bonds shall affect the sufficiency of such notice with respect to all other Owners. Wherever this Ordinance provides for notice in any manner, such notice may be waived in writing by the entity entitled to receive such notice, either before or after the

event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the City, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 16. Lost, Stolen, Destroyed, Damaged, or Mutilated Bonds; Destruction of Paid Bonds. (a) Replacement Bonds. In the event any outstanding Bond shall become lost, stolen, destroyed, damaged, or mutilated, at the request of the Owner thereof, the City shall cause to be executed, registered by the Paying Agent/Registrar, and delivered a substitute Bond of like date and tenor, in exchange and substitution for and upon cancellation of such mutilated or damaged Bond, or in lieu of and substitution for such Bond, lost, stolen, or destroyed, subject to the provisions of subsections (b), (c), (d), and (e) of this Section.

(b) Application and Indemnity. Application for exchange and substitution of lost, stolen, destroyed, damaged, or mutilated Bonds shall be made to the Paying Agent/Registrar. In every case the applicant for a substitute Bond shall furnish to the Paying Agent/Registrar such deposit for fees and costs as may be required by the City to save it and the Paying Agent/Registrar harmless from liability. In every case of loss, theft, or destruction of a Bond, the applicant shall also furnish to the Paying Agent/Registrar indemnity to the Paying Agent/Registrar's satisfaction and shall file with the City evidence to the City's satisfaction of the loss, theft, or destruction and of the ownership of such Bond. In every case of damage or mutilation of a Bond, the applicant shall surrender the Bond so damaged or mutilated to the Paying Agent/Registrar.

(c) Matured Bonds. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bonds, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a substitute Bond, if any, provided security or indemnity is furnished as above provided in this Section.

(d) Expense of Issuance. Upon the issuance of any substitute Bonds, the City may charge the owner of such Bond with all fees and costs incurred in connection therewith. Every substitute Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, destroyed, damaged, or mutilated shall constitute a contractual obligation of the City, whether or not the lost, stolen, destroyed, damaged, or mutilated Bonds shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority to Issue Substitute Bonds. This Ordinance shall constitute sufficient authority for the issuance of any such substitute Bonds without necessity of further action by the City or any other body or person, and the issuance of such substitute Bonds is hereby authorized, notwithstanding any other provisions of this Ordinance.

(f) Destruction of Paid Bonds. At any time subsequent to six months after the payment thereof, the Paying Agent/Registrar is authorized to cancel and destroy any Bonds duly paid and shall furnish to the City a certificate evidencing such destruction.

Section 17. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof or interest thereon, if applicable, becomes due, either at maturity or otherwise, or if any check or draft representing payment of principal of or interest on the Bonds shall not be presented for payment, if funds sufficient to pay the principal of or interest on such Bond shall have been made available by the City to the Paying Agent/Registrar for the benefit of the Registered Owner thereof, all liability of the City to the Registered Owner thereof for the payment of the principal of or

interest on such Bond shall cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds in trust, uninvested and without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance with respect to the principal of or interest on such Bond. To the extent applicable, the Paying Agent/Registrar shall hold and apply any such funds in accordance with Title 6, Texas Property Code, and shall comply with the reporting requirements of Chapter 74, Texas Property Code, or to the extent such provisions do not apply to the funds, such funds will be paid by the Paying Agent/Registrar Agreement to the City upon receipt by the Paying Agent/Registrar of a written request thereof from the City.

Section 18. Redemption. The Bonds are subject to optional redemption as described in the FORM OF BOND.

Section 19. Defeasance. (a) Except to the extent provided in subsection (c) of this Section, any Bond, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Ordinance (a "Defeased Bond") when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a person described by Section 1207.061(a), Texas Government Code (a "Depository"), with respect to the safekeeping, investment, administration, and disposition of a deposit made under Section 1207.061, Texas Government Code, for such payment (the "Deposit") (A) lawful money of the United States of America sufficient to make such payment or (B) Government Obligations, which may be in book-entry form, that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment or redemption of any Defeased Bond. To cause an Bond scheduled to be paid or redeemed on a date later than the next scheduled interest payment date on such Bond to become a Defeased Bond, the City must, with respect to the Deposit, enter into an escrow or similar agreement with a Depository.

In connection with any defeasance of the Bonds, the City shall cause to be delivered, in the event an escrow or similar agreement has been entered into with a Depository to effectuate such defeasance, (i) a report of an independent firm of nationally recognized certified public accountants or other qualified financial professional verifying the sufficiency of the escrow established to pay the Defeased Bonds in full on the maturity or redemption date thereof ("Verification"); or (ii) a certificate from the chief financial officer or financial advisor or paying agent of the City certifying that the amount deposited with a Depository is sufficient to pay the Defeased Bonds in full on the maturity or redemption date thereof. In addition to the required Verification or certificate, the City shall also cause to be delivered an opinion of nationally recognized bond counsel to the effect that the Defeased Bonds are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Bonds. The Verification, if any, and each certificate and opinion required hereunder shall be acceptable in form and substance, and addressed, if applicable, to the Paying Agent/Registrar and the City. The Bonds shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

At such time as a Bond shall be deemed to be a Defeased Bond hereunder, and all herein required criteria have been met, such Bond and the interest thereon shall no longer be outstanding or unpaid and shall no longer be entitled to the benefits of the pledge of the security interest granted under this Ordinance, and such principal and interest shall be payable solely from the Deposit of money or Government Obligations. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been

defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangement, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of reservation be included in any redemption notices that it authorizes.

(b) Any money so deposited with a Depository may at the written direction of the City also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government Obligations received by a Depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be used as directed in writing by the City.

(c) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 20. Ordinance a Contract; Amendments. This Ordinance shall constitute a contract with the Owners, from time to time, of the Bonds, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Bond remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, amend, change, or modify this Ordinance as may be required (a) by the provisions hereof; (b) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein; or (c) in connection with any other change which is not to the prejudice of the Owners. The City may, with the written consent of the Owners of the majority in aggregate principal amount of Bonds then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided that without the consent of all of the Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds or reduce the principal amount thereof or the rate of interest thereon; (ii) give any preference to any Bond over any other Bond; (iii) extend any waiver of default to subsequent defaults; or (iv) reduce the aggregate principal amount of Bonds required for consent to any such amendment, change, modification, or rescission. When the City desires to make any amendment or addition to or rescission of this Ordinance requiring consent of the Owners, the City shall cause notice of the amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

Section 21. Sale and Delivery of the Bonds. (a) The sale of the Bonds to the Initial Purchaser pursuant to the Pricing Certificate and the Purchase Contract is hereby confirmed and delivery of the Bonds to the Initial Purchaser shall be made as soon as practicable after the adoption of this Ordinance, upon payment therefor, in accordance with the Purchase Contract. The Authorized Representatives are hereby authorized to sign and deliver the Purchase Contract.

(b) Approval of Official Statement. An Authorized Representative is hereby directed to approve the form and content of the Official Statement relating to the Bonds and any addenda, supplement, or amendment thereto, and approve the distribution of such Official Statement in the reoffering of the Bonds by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his

execution thereof. The form and content of and the distribution and use of the Preliminary Official Statement as approved by an Authorized Representative is approved.

(c) Legal Opinion. The Initial Purchaser's obligation to accept delivery of the Bonds is subject to its being furnished an opinion of Winstead PC, such opinion to be dated and delivered as of the date of delivery and payment for the Bonds.

(d) Registration and Delivery. Upon the registration of the Initial Bond, the Comptroller of Public Accounts of the State of Texas is authorized and instructed to deliver the Initial Bond pursuant to the instruction of the Mayor of the City for delivery to the Initial Purchaser.

Section 22. Use of Proceeds. The proceeds from the sale of the Bonds shall be as follows: (i) the amount specified in the Pricing Certificate, shall be deposited to credit of the Escrow Fund which proceeds, together with other funds on deposit therein and received from the investment thereof, shall be used to retire the Refunded Obligations; and (ii) the amount specified in the Pricing Certificate of the proceeds will be used to pay costs of issuance of the Bonds.

Section 23. Matters Related to Refunding. (a) In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Authorized Representative and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the payment of the Refunded Obligations, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

(b) The Escrow Agreement, attached hereto as Exhibit "C", is hereby approved and may be executed and delivered on behalf of the City. To assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the Authorized Representative and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase non-callable obligations of the United States of America, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report referred to in the Escrow Agreement, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization, and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

(c) The Refunded Obligations are subject to redemption prior to their stated maturities at the price of par plus accrued interest to the date of redemption. The City hereby orders that the Refunded Obligations be called for redemption on the date set forth in the Notice of Redemption in Exhibit D attached hereto, which is incorporated herein by reference for all purposes, and such order to redeem the Refunded Obligations on such dates shall be irrevocable upon delivery of the Bonds.

Section 24. Continuing Disclosure Undertaking. (a) Annual Reports. The City will provide certain updated financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") pursuant to its Electronic Market Access System ("EMMA"). The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in this Official Statement under Tables numbered 1 through 6 and 8 through 15 and in Appendix B. The City will update and provide this information within six months after the end of each fiscal year ending in and after 2020. The financial information and operating data to be provided may be set forth in full in one or more publicly available documents, as permitted by SEC Rule 15c2-12 (the "Rule"). The updated information will include audited financial statements, if the City commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the

City will provide unaudited financial statements by the required time and audited financial statements when and if such audited financial statements become available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix B or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation.

The City's current fiscal year end is September 30. Accordingly, it must provide updated information by the last day of March in each year, unless the City changes its fiscal year. If the City changes its fiscal year, it will notify the MSRB of the change.

(b) Notice of Occurrence of Certain Events. The City will file with the MSRB notice of any of the following events with respect to the Bonds in a timely manner (and not more than 10 business days after occurrence of the event): (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the federal income tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) Bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a debt obligation or a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation of the City, or a guarantee of any such debt obligation or derivative instrument, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the City, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the City, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur; the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City. The City intends the words used in clauses (15) and (16) and the definition of financial obligation in this section to have the meanings ascribed to them in the Securities and Exchange Commission (the "SEC") Release No. 34-83885, dated August 20, 2018.

The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be

relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provisions of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended, supplemented, or repealed by the City from time to time under the following circumstances, but not otherwise: (a) to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if the provisions of this Section, as so supplemented or amended, would have permitted an underwriter to purchase or sell Bonds in the present offering in compliance with the Rule and either the Owners of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment, supplement, or repeal, or any State agency or official determines that such amendment, supplement, or repeal will not materially impair the interests of the beneficial owners of the Bonds; (b) upon repeal of the applicable provisions of the Rule, or any judgment by a court of final jurisdiction that such provisions are invalid; or (c) in any other circumstance or manner permitted by the Rule.

Section 25. Perfection of Security. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the proceeds of ad valorem taxes thereto, and such pledge is, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the ad valorem tax proceeds is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in such pledge, the City agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur.

Section 26. Further Procedures. The Mayor and the City Secretary of the City and all other officers, employees, attorneys, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the Pricing Certificate, the Escrow Agreement, and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. Prior to the initial delivery of the Bonds, the Mayor and the City Secretary of the City and Bond Counsel to the City are hereby authorized and directed to approve any technical changes or

corrections to this Ordinance or to any of the instruments authorized by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Attorney General of the State of Texas.

Section 27. Attorney General Examination Fee. The City recognizes that under Section 1202.004, Texas Government Code, the Attorney General of Texas requires a nonrefundable examination fee be paid at the time of submission of the transcript of the proceedings authorizing the Bonds and that, based upon the principal amount of the Bonds, such fee is the lesser of one-tenth of one percent of the principal amount of the Bonds or \$9,500.00. Bond Counsel is accommodating the City by paying such fee upon such submission of such transcript. Officials of the City are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Bonds are ever delivered and such amount is hereby appropriated from available funds for such purpose. The City is also authorized to reimburse the fund used for such repayment with proceeds of the Bonds.

Section 28. Miscellaneous Provisions. (a) General. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any party to a document means that party and its successors and assigns. Reference herein to any article, section, subsection or other subdivision, as applicable, unless specifically stated otherwise, means the article, section, subsection or other subdivision, as applicable, of this Ordinance.

(b) Titles Not Restrictive. The titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(c) Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

(d) Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(e) Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(f) Open Meeting. The City officially finds and determines that the meeting at which this Ordinance is adopted was open to the public; and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

(g) Immediate Effect. Notwithstanding any charter provision or other laws, this Ordinance shall be immediately effective upon its adoption by the City Commission.

PASSED AND APPROVED on first and final reading by the City Commission of the City of Weslaco this September 15, 2020.

/s/ David Suarez
Mayor, City of Weslaco, Texas

ATTEST:

/s/ Norma A. Cantu
City Secretary, City of Weslaco, Texas

SCHEDULE I**CANDIDATES FOR REFUNDED OBLIGATIONS****CITY OF WESLACO, TEXAS****Tax and Revenue Certificates of Obligation, Series 2013**

MATURITY DATES (August 15)	INTEREST RATES (%)	PRESENT CUSIP NUMBERS	PRINCIPAL AMOUNT REDEEMED (\$)	CALL DATE
2024	4.000	950868NR6	380,000	08/15/2023
2025	4.000	950868NS4	400,000	08/15/2023
2026	4.000	950868NT2	415,000	08/15/2023
2027	5.000	950868NU9	430,000	08/15/2023
2028	4.500	950868NV7	450,000	08/15/2023
2029	4.500	950868NW5	470,000	08/15/2023
2030	5.000	950868NX3	495,000	08/15/2023
2031	5.000	950868NY1	520,000	08/15/2023
2032	5.000	950868NZ8	545,000	08/15/2023
2033	5.000	950868PA1	570,000	08/15/2023

Tax and Revenue Certificates of Obligation, Series 2014

MATURITY DATES (August 15)	INTEREST RATES (%)	PRESENT CUSIP NUMBERS	PRINCIPAL AMOUNT REDEEMED (\$)	CALL DATE
2023	3.000	950868PF0	80,000	08/15/2022
2027*	4.000	950868PK9	350,000	08/15/2022
2028	4.500	950868PL7	1,035,000	08/15/2022
2029	4.500	950868PM5	1,085,000	08/15/2022
2030	4.500	950868PN3	1,140,000	08/15/2022
2031	4.500	950868PP8	1,185,000	08/15/2022
2032	4.500	950868PQ6	1,245,000	08/15/2022
2033	4.500	950868PR4	1,295,000	08/15/2022
2034	5.000	950868PS2	1,355,000	08/15/2022

*Represents a Term Certificate

EXHIBIT A

PRICING CERTIFICATE

The undersigned, being an Authorized Representative of the City of Weslaco, Texas, pursuant to Section 1 of the Ordinance adopted on September 15, 2020 (the "Ordinance") authorizing the issuance of "CITY OF WESLACO, TEXAS LIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2020" (the "Bonds") does hereby approve the following terms of the Bonds:

1. The Bonds have been sold to _____, as Initial Purchaser.
2. The total principal amount of the Bonds is \$_____.
3. The purchase price for the Bonds is \$_____ (representing the principal amount of the Bonds of \$_____ plus a premium of \$_____, and less an Underwriters' discount of \$_____).
4. The refunding will result in a net present value savings of approximately \$_____ or _____% and a gross savings of \$_____. The net effective per annum rate is _____% which is less than [5.00%] as provided in the Ordinance.
5. The maturity dates, principal amounts, and interest rates for the Bonds are as set forth below:

<u>Maturity (8/15)</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		

6. The Bonds scheduled to mature on or after August 15, 20__, are subject to redemption, in whole or in part, prior to their scheduled maturities, at the option of the City, in the principal amounts of \$5,000 or any integral multiple thereof, on August 15, 20__, or any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

7. The Refunded Obligations are approved as set forth below:

<u>Name of Issue</u>	<u>Maturities Refunded</u>	<u>Principal Amount (\$)</u>	<u>Redemption Date</u>
Tax and Revenue Certificates of Obligation, Series 2013	08/15/2024	380,000	08/15/2023
	08/15/2025	400,000	08/15/2023
	08/15/2026	415,000	08/15/2023
	08/15/2027	430,000	08/15/2023
	08/15/2028	450,000	08/15/2023
	08/15/2029	470,000	08/15/2023
	08/15/2030	495,000	08/15/2023
	08/15/2031	520,000	08/15/2023
	08/15/2032	545,000	08/15/2023
	08/15/2033	570,000	08/15/2023

<u>Name of Issue</u>	<u>Maturities Refunded</u>	<u>Principal Amount (\$)</u>	<u>Redemption Date</u>
Tax and Revenue Certificates of Obligation, Series 2014	08/15/2023	80,000	08/15/2022
	08/15/2024	80,000	08/15/2022
	08/15/2025	80,000	08/15/2022
	08/15/2026	90,000	08/15/2022
	08/15/2027	100,000	08/15/2022
	08/15/2028	1,035,000	08/15/2022
	08/15/2029	1,085,000	08/15/2022
	08/15/2030	1,140,000	08/15/2022
	08/15/2031	1,185,000	08/15/2022
	08/15/2032	1,245,000	08/15/2022
	08/15/2033	1,295,000	08/15/2022
	08/15/2034	1,355,000	08/15/2022

8. Proceeds from the sale of the Bonds (net underwriters' discount) shall be applied as follows:
 \$ _____ shall be deposited into the Escrow Fund to refund the Refunded Obligations,
 \$ _____ shall be used to pay costs of issuance of the Bonds, and \$ _____ representing a
 rounding amount shall be deposited in the Interest and Sinking Fund.

9. Allocation of premium: (net underwriters' discount): \$ _____ to pay costs of issuance,
 \$ _____ representing a rounding amount deposited to the Interest and Sinking Fund, and the
 balance deposited into the Escrow Fund.

10. The terms of sale of the Bonds are the most reasonable and advantageous and are in the best
 interest of the City.

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EXECUTED AND DELIVERED this _____.

CITY OF WESLACO, TEXAS

Director of Finance

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of October 1, 2020 (the “Agreement”), by and between the City of Weslaco, Texas (the “City”), and Zions Bancorporation, National Association, Houston, Texas, a banking association duly organized and existing under the laws of the United States of America (the “Bank”).

RECITALS

WHEREAS, the City has duly authorized and provided for the issuance of its “City of Weslaco, Texas Limited Tax Refunding Bonds, Taxable Series 2020” (the “Securities”), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

WHEREAS, the Securities are scheduled to be delivered to the initial purchaser thereof as provided in the “Ordinance” (hereinafter defined);

WHEREAS, the City has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the City and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I. APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The City hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the City the principal and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the Ordinance.

The City hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the City books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation. As compensation for the Bank’s services as Paying Agent/Registrar, the City hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank’s current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the City on or before 90 days prior to the close of the Fiscal Year of the City, and shall be effective upon the first day of the following Fiscal Year.

In addition, the City agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II. DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Bank Office” means the designated corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the City in writing of any change in location of the Bank Office.

“Fiscal Year” means the fiscal year of the City, ending September 30.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“City Request” and “City Ordinance” means a written request or ordinance signed in the name of the City by the Mayor, the City Secretary, or the Director of Finance of the City, any one or more of said officials, delivered to the Bank.

“Legal Holiday” means a day on which the Bank is required or authorized to be closed.

“Ordinance” means the ordinance of the governing body of the City pursuant to which the Securities are issued, certified by the Secretary of the City Commission or any other officer of the City and delivered to the Bank.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the City providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Ordinance the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions. The terms “Bank,” City,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE III. PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the City, pay on behalf of the City the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the City, pay on behalf of the City the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02. Payment Dates. The City hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

ARTICLE IV. REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the City at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the City and subject to such reasonable regulations as the City and the Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Bonds. The City shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.03. List of Security Holders. The Bank will provide the City at any time requested by the City, upon payment of the required fee, a copy of the information contained in the Security Register. The City may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the City, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the City so that the City may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.04. Return of Cancelled Bonds. The Bank will, at such reasonable intervals as it determines, surrender to the City, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.05. Mutilated, Destroyed, Lost or Stolen Securities. The City hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and

bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the City and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

Section 4.06. Transaction Information to City. The Bank will, within a reasonable time after receipt of written request from the City, furnish the City information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE V. THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof. The Bank is also authorized to transfer funds relating to the closing and final delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the City's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the financial advisor or the City as the final closing memorandum. The Bank shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Transfer of Funds. The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum approved by the City as prepared by the City's financial advisor or other agent.

Section 5.03. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion,

report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by City.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.04. Recitals of City. The recitals contained herein with respect to the City and in the Securities shall be taken as the statements of the City, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the City, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.05. May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledge of Securities and may otherwise deal with the City with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.06. Money Held by Bank. A special depository account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the City and held hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities, shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for deposits of public funds by an instrumentality and political subdivision of the State of Texas to the extent that such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

All funds at any time and from time to time provided to or held by the Bank hereunder shall be deemed, construed, and considered for all purposes as being provided to or held by the Bank in trust. The Bank acknowledges, covenants, and represents that it is acting herein in trust in relation to such funds, and is not accepting, holding, administering, or applying such funds as a banking depository, but solely as a paying agent for and on behalf of the Security thereto. The Holders shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally. The funds provided to the Bank hereunder shall not be subject to warrants, drafts or checks drawn by the City and, except as expressly provided herein, shall not be subject to compromise, setoff, or other charge or diminution by the Bank.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the unclaimed property laws of the State of Texas and any provisions in the Ordinance to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the issuer, and the Holder of such Security shall thereafter look only to the City for payment thereof, and all liability of the Bank with respect to such

money shall thereupon cease. If the City does not elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code, as amended.

Section 5.07. Indemnification. To the extent permitted by law, the City agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.08. Interpleader. The City and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the City are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The City and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.09. Depository Trust Company Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements,” currently in effect, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.10. Reporting Requirements of Paying Agent/Registrar. To the extent required by the Code and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the City, to report to the owners of the Bonds and the Internal Revenue Service (i) the amount of “reportable payments”, if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Bonds and (ii) the amount of interest or amount treating as interest on the Bonds and required to be included in gross income of the owner thereof.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the City or the Bank shall be mailed or delivered to the City or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the City shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the City and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and City mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the City.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Anti-Boycott Verification. The Paying Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Paying Agent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Paying Agent and exists to make a profit

Section 6.12. Iran, Sudan and Foreign Terrorist Organizations. The Paying Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Paying Agent nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Paying Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Paying Agent and exists to make a profit.

Section 6.13. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Attest:

**ZIONS BANCORPORATION, NATIONAL
ASSOCIATION**

By _____

By _____

Title _____

Title _____

(BANK SEAL)

Address: 1801 Main Street, 8th Floor
Houston, Texas 77002

Attest:

CITY OF WESLACO, TEXAS

By _____

By _____

City Secretary

Mayor

(CITY SEAL)

Address: 255 South Kansas Avenue
Weslaco, Texas 78596

SCHEDULE A

Paying Agent/Registrar Fee Schedule

EXHIBIT C

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of October 1, 2020 (herein, together with any amendments or supplements hereto, called the “Agreement”), entered into by and between the City of Weslaco, Texas (the “City”), and Zions Bancorporation, National Association, Houston, Texas, a national banking association, as escrow agent (herein, together with any successor in such capacity, called the “Escrow Agent”).

WITNESSETH:

WHEREAS, the City has heretofore issued and there presently remain outstanding the obligations (collectively the “Refunded Obligations”) of the City listed and described in the Verification Report of Public Finance Partners (the “Report”) relating to the Refunded Obligations, as Exhibit “A,” attached hereto and made a part hereof;

WHEREAS, the Refunded Obligations are scheduled to mature or have been called for early redemption in such years, bear interest at such rates, and are payable at such times and in such amounts as are set forth in the Report;

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity dates or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose;

WHEREAS, Chapter 1207, Texas Government Code (“Chapter 1207”), authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with any place of payment (paying agent) for any of the Refunded Obligations, or with a trust company or commercial bank that does not act as a depository for the City, and such deposit, if made before the payment dates of the Refunded Obligations and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with the paying agent for any of the Refunded Obligations, trust company, or commercial bank with respect to the safekeeping, investment, administration, and disposition of any such deposit, upon such terms and conditions as the City and such paying agent may agree, provided that such deposits may be invested only in direct obligations of the United States of America, including obligations, the principal of and interest on which are unconditionally guaranteed by the United States of America, and which may be in book entry form, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Refunded Obligations when due;

WHEREAS, U. S. Bank, N. A. is the paying agent for the Refunded Obligations (the “Paying Agent”);

WHEREAS, the Escrow Agent is a trust company or commercial bank and does not act as depository for the City, and this Agreement constitutes an escrow agreement of the kind authorized and required by Chapter 1207;

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the other places of payment, if any, for the Refunded Obligations the amounts required to provide for the payment of the principal of and interest on such obligations when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement;

WHEREAS, the issuance, sale, and delivery of the “City of Weslaco, Texas Limited Tax Refunding Bonds, Taxable Series 2020” (the “Bonds”), have been duly authorized for the purpose, among others, of obtaining the funds required to provide for the payment of the principal of the Refunded Obligations at their respective maturity or redemption dates and the interest thereon to such maturity or redemption dates;

WHEREAS, the City desires that, concurrently with the delivery of the Bonds to the initial purchaser thereof, a portion of the proceeds of the Bonds shall be applied to purchase certain “Escrowed Securities” (as herein defined) for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund;

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts as will provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay the interest on the Refunded Obligations as it accrues and becomes payable and the principal of the Refunded Obligations on their maturity dates or redemption dates;

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities the City desires to establish the Escrow Fund at the designated office of the Escrow Agent; and

WHEREAS, the Escrow Agent hereby acknowledges its acceptance of the terms and provisions hereof.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, and agreements herein contained, the sufficiency of which hereby is acknowledged, and to secure the full and timely payment of principal of and the interest on the Refunded Obligations, the City and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

“Beginning Cash Balance” means the funds described in the Report attached to this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings, and court decisions thereunder.

“Escrow Fund” means the fund created in Section 3.01 of this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

“Escrowed Securities” means direct, noncallable obligations of the United States of America, including noncallable obligations of which the full and timely payment of the principal and interest are unconditionally guaranteed by the United States of America, that mature and/or bear interest payable at

such times and in such amounts sufficient without reinvestment to provide for the scheduled payment of the principal of and interest on the Refunded Obligations. Investments in mutual funds and unit investment trusts are prohibited.

Section 1.02. Other Definitions. The terms “Agreement,” “City,” “Escrow Agent,” “Refunded Obligations,” “Refunded Obligations Paying Agent”, “Report,” and “Bonds,” when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Obligations in accordance with applicable law.

ARTICLE II. DEPOSIT OF FUNDS AND ESCROWED SECURITIES IN THE ESCROW FUND

Concurrently with the sale and delivery of the Refunding Obligations, the City shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds and Escrowed Securities described in the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the City in writing.

ARTICLE III. CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent hereby creates on its books a special trust and irrevocable escrow fund to be known as “City of Weslaco, Texas Limited Tax Refunding Bonds, Taxable Series 2020 Escrow Fund” (the “Escrow Fund”) for the purpose of paying the principal of and interest on the Refunded Obligations, as described in the Report, in order to make firm banking arrangements therefor. The Escrow Agent hereby agrees that upon receipt thereof it will deposit to the credit of the Escrow Fund the Beginning Cash Balance and the Escrowed Securities described in the Report. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (i) shall be the property of the Escrow Fund, (ii) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (iii) to the extent needed to pay the principal and interest requirements on the Refunded Obligations, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Obligations, any balance then remaining in the Escrow Fund shall be transferred to the City, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer to the Refunded Obligations Paying Agent, from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Refunded Obligations at their respective maturity date or dates as of which such Refunded Obligations have been called for earlier redemption, and interest thereon when due, in the amounts and at the times shown in the Report.

Section 3.03. Sufficiency of Escrow Fund. The City represents that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Refunded Obligations Paying Agent, at the times and in the amounts required to pay the interest on the

Refunded Obligations as such interest comes due and the principal of the Refunded Obligations as such principal comes due, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Refunded Obligations Paying Agent to make the payments set forth in Section 3.02 hereof, the City shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional moneys in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the City's failure to make additional deposits thereto.

Section 3.04. Trust Funds. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities, and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Obligations, and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Obligations shall be entitled to a preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right or title with respect thereto except as a trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the City or, except to the extent expressly herein provided, by a place of payment for the Refunded Obligations.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct noncallable obligations of, or noncallable obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV. LIMITATION ON INVESTMENTS

Section 4.01. In General. Except as provided in Section 4.02, 4.02, 4.03, and 4.04 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions for the Escrowed Securities, or to sell, transfer, or otherwise dispose of such Escrowed Securities.

Section 4.02. Reinvestment of Certain Cash Balances in Escrow by Escrow Agent. In addition to the Escrowed Securities listed in the Report, the Escrow Agent shall reinvest cash balances shown in the Report in United States Treasury Obligations – State and Local Government Series with an interest rate equal to zero percent (0%) to the extent such Obligations are available from the Department of the Treasury. All such re-investments shall be made only from the portion of cash balances derived from the maturing principal of and interest on Escrowed Securities that are United States Treasury Certificates of Indebtedness, Notes or Bonds – State and Local Government Series. All such re-investments shall be acquired on and shall mature on the dates shown on the Report.

Section 4.03. Substitutions and Reinvestments. At the discretion of the City, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities, or redeem the Escrowed Securities and reinvest the proceeds thereof or hold

such proceeds as cash, together with other moneys or securities held in the Escrow Fund provided that the City delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that, after such substitution or reinvestment, the principal amount of the securities in the Escrow Fund (which shall be noncallable, not pre-payable direct obligations of the United States of America), together with the interest thereon and other available moneys, will be sufficient to pay, without further investment or reinvestment, as the same become due in accordance with the Report, the principal of, interest on and premium, if any, on the Refunded Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such substitution or reinvestment will not cause the Refunded Obligations to be “arbitrage bonds” within the meaning of section 103 of the Code or the regulations thereunder in effect on the date of such substitution or reinvestment, or otherwise make the interest on the Refunded Obligations subject to federal income taxation, and (b) such substitution or reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Obligations.

The Escrow Agent shall have no responsibility or liability for loss or otherwise with respect to investments made at the direction of the City.

Section 4.04. Substitution for Escrowed Securities. Concurrently with the initial deposit by the City with the Escrow Agent, but not thereafter, the City, at its option, may substitute cash or non-interest bearing direct noncallable and not pre-payable obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof, and for which there are no payments other than the payment made on the maturity date) (the “Substitute Obligations”) for non-interest bearing Escrowed Securities, if any, but only if such Substitute Obligations

- (a) are in an amount, and/or mature in an amount, which is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted,
- (b) mature on or before the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted, and
- (c) produce the amount necessary to pay the interest on and principal of the Refunded Obligations, as set forth in the Report, as verified by a certified public accountant or a firm of certified public accountants.

If, concurrently with the initial deposit by the City with the Escrow Agent, any such Substitute Obligations are so substituted for any Escrowed Securities, the City may, at any time thereafter, substitute for such Substitute Obligations the same Escrowed Securities for which such Substitute Obligations originally were substituted.

Section 4.05. Excess Balances. Except with respect to final transfers of amounts held in the Escrow Fund (which shall be controlled by Section 3.01), the Escrow Agent shall transfer excess amounts held in the Escrow Fund to or on the order of the City provided that the City delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that, after the transfer of the excess amounts, the principal amount of securities in the Escrow Fund, together with the interest thereon and other available money then held in the Escrow Fund, will be sufficient, without reinvestment, to pay on the Redemption Date the principal of and interest on the Refunded Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized bond counsel to the effect that (a) such transfer will not make the interest on the Refunding Obligations or the Refunded Obligations relating to such Escrow Fund subject to federal income taxation, and (b) such transfer complies with the laws of the State of Texas and with all relevant documents relating to the issuance of such Refunded Obligations and the Refunding Obligations.

Section 4.06. Arbitrage. The City hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunding Obligations or Refunded Obligations to be an “arbitrage bond” within the meaning of the Code.

ARTICLE V. APPLICATION OF CASH BALANCES

Except as provided in Sections 3.02, 4.02, 4.03, and 4.04 hereof, no transfers or re-investments shall be made of cash balances in the Escrow Fund.

ARTICLE VI. RECORDS, REPORTS AND NOTICES

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations, and application of the moneys and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the City and the owners of the Refunded Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent at least annually shall prepare and send to the City a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the respective Escrow Fund for payments on the Refunded Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII. CONCERNING THE PAYING AGENTS AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Refunded Obligations Paying Agent shall have any liability whatsoever for the insufficiency of funds

from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the City promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Bonds shall be taken as the statements of the City and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Bonds or the Refunded Obligations and is not responsible for nor bound by any of the provisions thereof (except as a place of payment or a paying agent/registrar therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions, or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the City thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for any loss unless the same shall have been through its negligence or willful misconduct.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the City with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the City or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the City at any time.

Section 7.03. Compensation.

(a) Concurrently with the sale and delivery of the Bonds, the City shall pay to the Escrow Agent the sum of [_____], the sufficiency of which is hereby acknowledged by the Escrow Agent to pay its fee for performing the services of Escrow Agent hereunder and for all expenses incurred or to be incurred by it as Escrow Agent in the administration of this Agreement. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the City hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the City for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) The City covenants to timely pay for all future paying agency services of the Refunded Obligations Paying Agent in accordance with the paying agent fee schedule now or hereafter in effect through the final payment of the Refunded Obligations. In the event the City fails to pay the paying agent fee relating to the Refunded Obligations when due, such paying agent's sole remedy, as paying agent for such Refunded Obligations, for nonpayment shall be in accordance with the terms of the paying agent agreement relating to the Refunded Obligations, and no funds held in the Escrow Fund shall be available to pay such paying agent fees.

(c) To the extent permitted by law, the City agrees to indemnify the Escrow Agent and its officers, directors, agents, and employees for, and hold it and them harmless against, any loss, liability, claim, cost, suit, judgment, or expense (including, without limitation, legal fees and expenses) incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. This Section 7.03(c) shall survive the termination of this Agreement and the earlier removal or resignation of the Escrow Agent.

Section 7.04. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as Escrow Agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the City, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the City within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Obligations then outstanding by an instrument or instruments in writing filed with the City, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Obligation may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be: (i) a corporation organized and doing business under the laws of the United States or the State of Texas; (ii) authorized under such laws to exercise corporate trust powers; (iii) have its principal office and place of business in the State of Texas; (iv) have a combined capital and surplus of at least \$5,000,000; (v) subject to the supervision or examination by Federal or State authority; and (vi) qualified to serve as Escrow Agent under the provisions of Chapter 1207.

Any successor Escrow Agent shall execute, acknowledge, and deliver to the City and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers, and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than 60 days' written notice to the City and publishing notice thereof, specifying the date when such resignation will take effect, in a newspaper printed in the English language and with general circulation in New York, New York, such publication to be made once at least

three (3) weeks prior to the date when the resignation is to take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the owners of the Refunded Obligations or by the City as herein provided and such successor Escrow Agent shall be a paying agent for certain of the Refunded Obligations and shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

Under any circumstances, the Escrow Agent shall pay over to its successor Escrow Agent proportional parts of the Escrow Agent's fee and, if applicable, its paying agent's fee hereunder.

Section 7.05. Paying Agent for Refunded Obligations. The Paying Agent has heretofore contracted with the City to act as paying agent relative to the Refunded Obligations. The Paying Agent has received notice of redemption for the Refunded Obligations and will provide timely notice of redemption to the holders of such Refunded Obligations, in accordance with their respective authorizing ordinance. The Paying Agent will continue to fully perform and carry out all of the normal and customary duties as paying agent for the Refunded Obligations, for so long as the same remain unpaid, including, but not limited to, making payments of interest as the same shall become due and principal, at maturity or upon prior redemption, to the owners and holders of the Refunded Obligations, in accordance with the respective ordinances of the City authorizing the respective issuances of the Refunded Obligations, and to apply all funds transferred to it pursuant to Section 3.02 hereof solely for the purpose of paying the principal of and interest on the Refunded Obligations in the manner provided herein; provided, however, that the City agrees to continue to pay the reasonable and customary fees of the Paying Agent under the respective Paying Agent/Registrar Agreement for the Refunded Obligations; provided further, that in the event that the Paying Agent, acting in its capacity as paying agent relative to the Refunded Obligations, is requested to perform any extraordinary services in such respect and, as a result thereof, any other fees, expenses, or charges of any kind or character become due and payable by the City to the Paying Agent, as paying agent relative to the Refunded Obligations, the City agrees to pay to the Paying Agent reasonable fees for such extraordinary services performed and to reimburse the Bank for expenses incurred in connection with such extraordinary services.

ARTICLE VIII. MISCELLANEOUS

Section 8.01. Acknowledgment of Receipt of Notice of Redemption. The Escrow Agent, by its execution of this Escrow Agreement, hereby acknowledges receipt of the Ordinance authorizing the issuance of the Bonds, the receipt of such Ordinance constituting written notice of redemption of such Refunded Obligations, as described in the Report. The Escrow Agent hereby agrees to provide or cause to be provided to the registered owners of the Refunded Obligations notice of deposit and notice of redemption as required by the ordinance authorizing the issuance thereof.

Section 8.02. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent:

Zions Bancorporation, National Association
1801 Main Street, 8th Floor
Houston, Texas 77002
Attention: Ashley Hunt

To the City:

City of Weslaco, Texas
255 South Kansas Avenue
Weslaco, Texas 78596
Attention: Director of Finance

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery.

Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten days prior notice thereof.

Section 8.03. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the City, the owners of the Refunded Obligations, or to any other person or persons in connection with this Agreement.

Section 8.04. Binding Agreement. This Agreement shall be binding upon the City and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Obligations, the City, the Escrow Agent, and their respective successors and legal representatives.

Section 8.05. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.06. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.07. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.08. Effective Date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in the Report and the Escrowed Securities, together with the specific sums as stated in subsection (a) of Section 6.03 for Escrow Agent, paying agency fees, expenses, and services.

Section 8.09. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Refunded Obligations.

Section 8.10. Anti-Boycott Verification. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in

an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Escrow Agent understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

Section 8.11. Iran, Sudan and Foreign Terrorist Organizations. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Escrow Agent nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

Section 8.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all counterparts shall together constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, this Escrow Agreement has been executed in multiple counterparts, each one of which shall constitute one and the same original Agreement, as of the date and year appearing on the first page of this Agreement.

CITY OF WESLACO, TEXAS

Mayor

ATTEST:

City Secretary

IN WITNESS WHEREOF, this Escrow Agreement has been executed in multiple counterparts, each one of which shall constitute one and the same original Agreement, as of the date and year appearing on the first page of this Agreement.

Zions Bancorporation, National Association

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A

[Verification Report can be found at Tab No. __]

EXHIBIT D

Notices of Redemption

To the Owners of
THE FOLLOWING NAMED SERIES OF
CITY OF WESLACO, TEXAS
TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2013
Dated August 15, 2013

The City of Weslaco, Texas (the "City"), acting pursuant to the provisions of an ordinance of the City Commission of the City, adopted on September 15, 2020, which provided for issuance of the City of Weslaco, Texas Limited Tax Refunding Bonds, Taxable Series 2020 (the "Bonds"), has refunded portions of the following outstanding maturities of the above-captioned obligations (the "Refunded Obligations") by making an irrevocable deposit with Zions Bancorporation, National Association, the Escrow Agent with respect to the Refunded Obligations, in an amount sufficient to provide for the payment of the principal of and interest on the Refunded Obligations to August 15, 2023 (the "Date of Redemption"). The City has effectuated the redemption by irrevocably calling the Refunded Obligations on the Date of Redemption at a price of par, plus accrued interest. As a result, the Refunded Obligations are now secured under an Escrow Agreement, dated as of October 1, 2020, between the City and Zions Bancorporation, National Association.

The Refunded Obligations are set forth below:

MATURITY DATES <u>(AUGUST 15)</u>	PRESENT CUSIP <u>NUMBERS</u>	PRINCIPAL <u>AMOUNT REDEEMED (\$)</u>
2024	950868NR6	380,000
2025	950868NS4	400,000
2026	950868NT2	415,000
2027	950868NU9	430,000
2028	950868NV7	450,000
2029	950868NW5	470,000
2030	950868NX3	495,000
2031	950868NY1	520,000
2032	950868NZ8	545,000
2033	950868PA1	570,000

In compliance with current federal tax law and broker reporting requirements, the Paying Agent is required to withhold 31% of the principal amount of your proceeds unless it is provided with your Social Security Number or federal employer identification number properly certified.

Any questions regarding this notice may be addressed to 1-800-275-2048.

U. S. BANK, N. A.
as Paying Agent/Registrar

Notices of Redemption

To the Owners of
THE FOLLOWING NAMED SERIES OF
CITY OF WESLACO, TEXAS
TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2014
Dated March 1, 2014

The City of Weslaco, Texas (the “City”), acting pursuant to the provisions of an ordinance of the City Commission of the City, adopted on September 15, 2020, which provided for issuance of the City of Weslaco, Texas Limited Tax Refunding Bonds, Taxable Series 2020 (the “Bonds”), has refunded portions of the following outstanding maturities of the above-captioned obligations (the “Refunded Obligations”) by making an irrevocable deposit with Zions Bancorporation, National Association, the Escrow Agent with respect to the Refunded Obligations, in an amount sufficient to provide for the payment of the principal of and interest on the Refunded Obligations to August 15, 2022 (the “Date of Redemption”). The City has effectuated the redemption by irrevocably calling the Refunded Obligations on the Date of Redemption at a price of par, plus accrued interest. As a result, the Refunded Obligations are now secured under an Escrow Agreement, dated as of October 1, 2020, between the City and Zions Bancorporation, National Association.

The Refunded Obligations are set forth below:

MATURITY DATES <u>(AUGUST 15)</u>	PRESENT CUSIP <u>NUMBERS</u>	PRINCIPAL <u>AMOUNT REDEEMED (\$)</u>
2023	950868PF0	80,000
2027*	950868PF9	350,000
2028	950868PL7	1,035,000
2029	950868PM5	1,085,000
2030	950868PN3	1,140,000
2031	950868PP8	1,185,000
2032	950868PQ6	1,245,000
2033	950868PR4	1,295,000
2034	950868PS2	1,355,000

In compliance with current federal tax law and broker reporting requirements, the Paying Agent is required to withhold 31% of the principal amount of your proceeds unless it is provided with your Social Security Number or federal employer identification number properly certified.

Any questions regarding this notice may be addressed to 1-800-275-2048.

U. S. BANK, N. A.
as Paying Agent/Registrar



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3608	
From:			
Subject: Discussion and consideration adopting policy to disconnect utility customers for non payment and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Vidal Roman		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Water accounts memo, WATER AGING REPORT 08-20-20, Disconnection Notice, Contract Guidelines, COVID CONTRACT			
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

Date: September 15, 2020

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Water Delinquency Accounts

The City issued an emergency order in assisting its citizens during the pandemic crisis on their water accounts. The order stipulated that there would be no late fees assessed to their accounts or disconnects during this period.

It is incumbent on this office to have this order lifted and begin collecting on accounts before the balances get so large that the citizens will not be able to stay within their budgets. We are proposing to set up a payment plan for our customers to bring our delinquency balance down. We will be sending out notices to those who have a large balance on hand.

Staff recommends approval.

CUSTOMER UTILITY ACCOUNTS

Aging Report Comparison

As of August 20, 2020

Total Outstanding 08/20/2020		
120+ Days	\$83,151.67	
90+ Days:	\$45,267.16	
60+ Days:	\$73,659.35	
30+Days:	\$128,519.33	
Total Past Due	\$330,597.51	
		11%
Total Outstanding 07/22/2020		
120+ Days	\$63,588.52	
90+ Days:	\$38,396.22	
60+ Days:	\$63,985.02	
30+Days:	\$132,747.52	
Total Past Due	\$298,717.28	
		6%
Total Outstanding 06/10/2020		
120+ Days	\$36,802.62	
90+ Days:	\$32,232.69	
60+ Days:	\$50,944.26	
30+Days:	\$160,700.38	
Total Past Due	\$280,679.95	
		17%
Total Outstanding 05/15/2020		
120+ Days	\$29,096.72	
90+ Days:	\$22,524.46	
60+ Days:	\$41,485.98	
30+Days:	\$146,236.90	
Total Past Due	\$239,344.06	
		21%
Total Outsanding 04/13/2020		
120+ Days	\$21,390.82	
90+ Days:	\$12,816.22	
60+ Days:	\$32,027.69	
30+Days:	\$131,773.41	
Total Past Due	\$198,008.14	
Total Outsanding 07/24/2019		
120+ Days	\$14,363.45	
90+ Days:	\$4,532.15	
60+ Days:	\$9,212.71	
30+Days:	\$29,134.48	
Total Past Due	\$57,242.79	

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

September 9, 2020

Re: Water Disconnection Notice

Dear Citizens,

The City of Weslaco will begin disconnecting delinquent water accounts beginning November 1, 2020.

If you have an outstanding balance you are encouraged to contact the water department to discuss payment arrangements.

Failure to contact the water department before November 1, 2020 will result in your water service being disconnected.

Should you have any questions, you may contact us at 956-968-3181

City of Weslaco
COVID-19 UTILITY PAYMENT
CONTRACT GUIDELINES

PURPOSE:

The purpose of this contract is to assist **active** utility account customers by offering a payment plan for utility bill balances incurred during the COVID-19 pandemic excluded from disconnection by Emergency Order(s) issued by the City of Weslaco.

QUALIFYING UTILITY BILLS:

For the purpose of this contract, utility bills from March 1, 2020 to October 31, 2020 are the only utility bills allowed to be included in the COVID-19 utility payment contract.

Qualifying utility bills charges that can be included in the COVID-19 payment contract:

- Water base and usage, sewer, trash, and brush charges for the bills above.

NON-QUALIFYING UTILITY EXPENSES:

The following is a list of all non-qualifying expenses that are exempt from being placed in the COVID-19 utility payment contract:

- Utility bill balances issued before March 1, 2020, or after October 31, 2020.
- Unpaid utility balances on closed accounts, even if service were closed during March 1, 2020 and October 31, 2020.
- Penalty fees assessed on the account at any time before March 1, 2020.
- Disconnection fees assessed on the account at any time.
- Returned check fees assessed on the account at any time.

REPAYMENT:

The length allowed to repay the outstanding balance owed to the City of Weslaco will be based on the total accumulated balance of qualifying charges to the utility account from March 1, 2020 to October 31, 2020. **A minimum payment of \$20.00 is required before entering into the contract.** The chart below is a guide to the time frame allowed for repayment:

Amount owed	Time to pay
\$100.00 - \$200.00	6 months
\$200.01 - \$700.00	9 months
\$700.01 – \$1200.00	12 months
\$1200.01 and \$2,400.00	18 months
\$2,400.01 and up	24 months

CONTRACT PROCESS:

1. Once the City of Weslaco has received a signed COVID-19 payment contract request, city staff will calculate qualifying charges to determine the time frame and repayment amount that will be due monthly.

City of Weslaco
COVID-19 UTILITY PAYMENT
CONTRACT GUIDELINES

2. The customer will be notified of the payment amount and time frame that will be allowed for repayment of the debt.
3. Once customer signs the contract, city staff will adjust the customer's account and set up the payment contract. Payments will begin on the first utility bill that is issued following the signed contract.
4. COVID-19 utility contract payments will be added to the customers regular utility bill monthly until the balance is paid in full.

DISCONTINUATION OF CONTRACT:

If a customer terminates services with the City of Weslaco, 100% of the remaining balance owed on the COVID-19 payment contract will be due on the final utility bill for the property the contract was issued for.

If the customer moves within city limits, they will be allowed one (1) new payment contract. If the customer moves a second time, no new payment contract will be allowed and 100% of the remaining balance will be due.

In the event that a utility account is disconnected for non-payment and payment is not received by the last day of the customer's billing cycle, the account will be closed out and a final bill will be issued to the customer with 100% of the remaining COVID-19 payment contract balance on the final bill. If an account is closed then reopened, 100% of the COVID-19 payment contract will still be due, and no new contract will be issued for the remaining balance.

City of Weslaco
COVID-19 UTILITY PAYMENT CONTRACT

Date _____ Account No. _____

Name on Account: _____ Phone #: _____

Service Address: _____

Qualifying utility bills charges that can be included in the COVID-19 payment contract:

- Water base and usage, sewer, trash, and brush charges for the bills above.

NON-QUALIFYING UTILITY EXPENSES:

The following is a list of all non-qualifying expenses that are exempt from being placed in the COVID-19 utility payment contract:

- Utility bill balances issued before March 1, 2020, or after September 30, 2020.
- Penalty fees assessed on the account at any time before March 1, 2020.
- Disconnection fees assessed on the account at any time.
- Returned check fees assessed on the account at any time.

Account Balance: _____

Today's Payment: _____

Balance Deferred: _____

Payment Plan:

Amount owed	Time to pay
\$100.00 - \$200.00	6 months
\$200.01 - \$700.00	9 months
\$700.01 – \$1200.00	12 months
\$1200.01 and \$2,400.00	18 months
\$2,400.01 and up	24 months

Monthly Contract Payment (in addition to monthly bill): _____

DISCONTINUATION OF CONTRACT:

If a customer terminates services with the City of Weslaco, 100% of the remaining balance owed on the COVID-19 payment contract will be due on the final utility bill for the property the contract was issued for.

If the customer moves within city limits, they will be allowed one (1) new payment contract. If the customer moves a second time, no new payment contract will be allowed and 100% of the remaining balance will be due.

City of Weslaco
COVID-19 UTILITY PAYMENT CONTRACT

In the event that a utility account is disconnected for non-payment and payment is not received by the last day of the customer's billing cycle, the account will be closed out and a final bill will be issued to the customer with 100% of the remaining COVID-19 payment contract balance on the final bill. If an account is closed then reopened, 100% of the COVID-19 payment contract will still be due, and no new contract will be issued for the remaining balance.

I, (Print Name) _____ agree to the above payment contract until my delinquent bill is paid in full. Failure to do so or notify the water department of any reason you cannot honor this agreement will result in a disconnection.

Signature: _____ Date: _____

If you are not satisfied with this agreement please do not sign. Once this agreement is signed you give up the right to dispute the amount due under this agreement.



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3595
From: Rebekah De La Fuente		
Subject: Discussion and consideration for the Final Plat for Milanos Estates Phase I Subdivision— being a 26.43 acres being out of and forming a portion of Farm Tract 720 and 721, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast corner of Mile 5 ½ West and Mile 6 ½ Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The proposed eighty-two (82) lot subdivision is outside the City of Weslaco. This subdivision is being serviced with water by the City of Weslaco through an 8" waterline and sewer by the City of Weslaco services through an 8" sewer line. The property is within a Flood Zone "B". Applicant has requested a variance for minimum lot size, the front and rear setbacks, and to allow 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 and the variance for the setback and off-site drainage, but denial of the variance on minimum lot size at the Regular meeting of September 2, 2020.		
Rebekah De La Fuente Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of the final plat and compliance with the ordinances on the variance request.		
Attachments, if any: Milanos Estates Phase II Memo, Milanos Estates Phase II- Applicant, Correspondence, Drianage Report, Milanos Estates Phase I -PLAT SHEET, Milanos Estates Phase I- Aerial		

Responsibilities upon Approval:

Staff will advise applicant.

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

MEMO

TO: Mayor and City Commission

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

RE: Milanos Estates Phase II

DATE: September 15, 2020

The proposed 82 lot subdivision is Phase I of a proposed three phase subdivision totally over 300 single family residential lots. As part of the development the applicant is request several variances.

The first variance is to permit for a front setback of 20 feet and a rear setback of 10'. The Zoning Ordinance requires a minimum front setback of 25' and required rear setback of 20 percent of the depth of the lot, but such depth need not be more than 25 feet. The City Commission has approved similar setbacks for previous developments.

The second variance is to permit for off-site drainage. The developer has received letters of support from the Irrigation District and the Drainage District. The excavation of the adjacent drainage ditch has been designed and approved by the drainage district as part of their overall plans for improving the drainage in this area. The proposed development is also located outside the city limits of Weslaco and Hidalgo County does not permit for on-site drainage in county subdivisions.

The final variance request is to permit a minimum lot size of 5000 sq. ft. The Zoning Ordinance requires a minimum lot size for single family to be 6000 sq. ft. The City Commission and Planning & Zoning Commission have not approved a variance for minimum lot size before. The approval of this variance will set a precedent for future development. The developer has submitted a revised plat that meet the 6000 sq.ft. requirements, but they would still like the variance for 5000 sq. ft. to be considered.

The developer will be required to enter into a Development Agreement with the City of Weslaco to authorize staff to oversee the construction of the water and sanitary sewerlines.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR SUBDIVISION VARIANCE

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: MILANOS ESTATES PHASES 1, 2 AND 3

Location: INTERSECTION OF MILE 5 1/2 WEST AND MILE 6 1/2 ROAD

Legal Description: BEING A 76.95 ACRES TRACT OF OUT OF FARM TRACT 721 AND 720, WEST TRACT SUBDIVISION

HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

VARIANCE TYPE:

☐ Streetlights ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Fire Hydrants ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☒ YES ☐ NO

Describe in detail the reason for the variance request:

Would like to reduce setbacks to the following: front to 20' or easement (whichever is greater) and rear to 10' or easement (whichever is greater)

so that the biggest mobile home available 76 feet long can fit within the lots, which is in compliance with Hidalgo County requirements.

☐ Drainage ☒ YES ☐ NO

Describe in detail the reason for the variance request:

We are requesting to allow for off-site drainage detention on this subdivision into a proposed drain ditch widening along the south side of the subdivision, as per the approved drainage report by Hidalgo County Drainage District #1

☐ Minimum Lot Size ☒ YES ☐ NO

Describe in detail the reason for the variance request:

LOTS LESS THAN 6000 SF

MINIMUM LOT SIZE 5000 SF

☐ Sidewalks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Other _____ ☐ YES ☒ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: VICTOR J. DANIEC

Telephone: 956-821-7108

Address: P.O. BOX 2604

Fax: _____

City: EDINBURG

State: TX

Zip: 78536

E-mail: VictorJ.Daniec@hotmail.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: VICTOR J. DANIEC

Owner Signature: 

Date: 5/8/20

_____ is the authorized agent

Authorized Agent Signature: _____

Date: _____

Authorized Agent Printed Name: _____

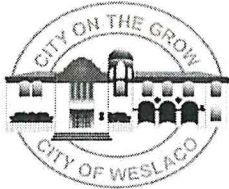
THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____



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. 20-00008

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

STAFF USE ONLY

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

GENERAL INFORMATION

Name of Subdivision: MILANOS ESTATES PHASE I SUBDIVISION

Location: INTERSECTION OF MILE 5 1/2 WEST AND MILE 6 1/2 ROAD

Legal Description: BEING A 26.43 ACRES TRACT OF LAND LYING AND SITUATED IN HIDALGO COUNTY, TEXAS, SAID 26.43 ACRES TRACT BEING OUT OF AND FORMING A PART PORTION OF FARM TRACTS 720 AND 721, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF 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: 88 Gross Acreage: 26.43

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: VICTOR J. DANIEC Telephone: _____

Address: P.O. BOX 2604 Fax: _____

City: EDINBURG State: TX Zip: 78536 E-mail: _____

ENGINEER INFORMATION

Name: IVAN GARCIA P.E. Telephone: (956) 380-5152

Address: 921 S. 10TH AVE. Fax: (956) 380-5152

City: EDINBURG State: TX Zip: 78539 E-mail: RIODELTA2004@YAHOO.COM

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

Victor J. Davis
March 1, 2016

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

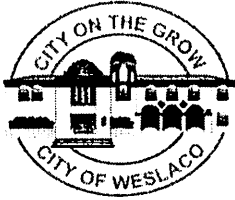
- _____ Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
- _____ Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
- _____ Notice of Intent
- _____ SW3P

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



SUBDIVISION REVIEW 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.

GENERAL INFORMATION

Name of Subdivision: MILANOS ESTATES PHASE I SUBDIVISION

Location: INTERSECTION OF MILE 5 1/2 WEST AND MILE 6 1/2 ROAD

Legal Description: BEING A 26.43 ACRES TRACT OF LAND LYING AND SITUATED IN HIDALGO COUNTY, TEXAS, SAID 26/43 ACRES TRACT BEING OUT OF AND FORMING A PART PORTION OF GARM TRACTS 720 AND 721, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF 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: 88 Gross Acreage: 26.43

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: VICTOR J. DANIEC Telephone: _____

Address: P.O. BOX 2604 Fax: _____

City: EDINBURG State: TX Zip: 78536 E-mail: _____

ENGINEER INFORMATION

Name: IVAN GARCIA P.E. Telephone: (956) 380-5152

Address: 921 S. 10TH AVE. Fax: (956) 380-5083

City: EDINBURG State: TX Zip: 78539 E-mail: RIODELTA2004@YAHOO.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: CITY OF WESLACO

☒ YES ☐ NO Electric Company: MAGIC VALLEY ELECTRIC COOP.

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

Proposed subdivision is in the following districts:

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

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

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

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

SUBMITTALS REQUIRED FOR SUBDIVISION REVIEW

Seven (7) sets of preliminary plat folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov

\$55.00 Subdivision Review fee

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

Contours

Flood Zones

Adjoiners

Existing & Proposed street names

Utility Layout

Existing & Proposed Utilities

Proposed Fire Hydrants

Adjoiners

Street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

Proof of ownership of the property

If septic tank system required, submit soil evaluation report

Water Rights associated with the property

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

Number of fire hydrants proposed for subdivision

Trip Generation Worksheet

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: Victor Davila

Owner Signature: [Signature] Date: 4/8/2020

_____ is the authorized agent

Authorized Agent Signature: [Signature] Date: 4/8/2020

Authorized Agent Printed Name: Ivan Garcia

THIS PAGE FOR STAFF USE ONLY

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

Preliminary Subdivision Review Date: _____

General Comments: _____

CITY OF WESLACO
956-968-3181

REC#: 02623599 4/09/2020 3:19 PM
OPER: UBTMP TERM: 006
REF#: 1444
PAID BY:

TRAN: 203.0000 SUBDIVISION INSPECT
RIO DELK ENGIN
MILANOS ESTATES
101-400-1025
SUBDIVISION INSPECT 55.00CR

TENDERED: 55.00 CHECK
APPLIED: 55.00-



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM

District General Manager

Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES

Board Member

EDUARDO "EDDIE" CANTU

Board Member

RICHARD F. CORTEZ

Chairman of the Board

JOE M. FLORES

Board Member

ELLIE TORRES

Board Member

August 27, 2020

Mike R. Perez
City Manager
255 S. Kansas Ave.
Weslaco, Texas 78596

RE: MILANOS ESTATES SUBDIVISION

Dear Mr. Perez,

This letter is in response to a request from the Engineer of record for Milanos Estates Subdivision, which includes Phases I - IV, Ivan Garcia, P.E. Our office has reviewed the proposed master plan drainage statement for the above-mentioned development and sees no objections to the engineer's plan, to discharge into the existing HCCID No. 9 ditch. Although as part of our requirement we ask that if development is adjacent to a ditch, Right-of-way dedication will be required either 75' from the center of the existing ditch or 75' from the property line whichever is greater. Our office also requires that the new development accounts for the volume associated with the stormwater runoff generated from the developed property for a 50-year frequency storm event.

In summary, HCDD No.1 approves the concept of the drainage detention being provided by excavating the existing drainage ditch along the south of the subdivision and dedicating 150.0 feet of right of way from the property line.

If you have any questions or need additional information, please feel free to give me a call at (956) 292-7080.

Sincerely,
Hidalgo County Drainage District No. 1

Omar Cano, PE, CFM
District Engineer III

CC: Mr. Raul E. Sesin, PE CFM – Hidalgo County Drainage District General Manager

General Office

(956) 565-2411
(956) 565-0521 Fax

E-Mail
hccid9general@hccid9.org



RANDALL WINSTON P.E.
General Manager

JUDY BEALL
Tax Assessor-Collector

P O Box 237 Mercedes, Texas 78570

September 2nd, 2020

Mr. Ivan Garcia, P.E.
Rio Delta Engineering
921 South 10th Avenue
Edinburg, TX 78539

RE: **Milano Estates Phase I** Subd. Drainage and Detention

Good morning Mr. Garcia:

I have received your revised cross sections and calculations dated 8/14/2020 for the **Milano Estates Phase I** Subdivision modified to include the 50 year detention volume in the proposed drain ditch as shown on your provided cross sections.

HCCID #9 does not object to storing the mandated 50 year detention within the proposed ditch as shown on the cross sections. This Subdivision and Ditch will require the following:

1. The Proposed Ditch widening, and Detention Area will require outlet controls going into the existing ditch.
2. The outfall control structure (currently being a culvert at Milanos Road) will not be changed and added as a plat note so it can control and limit the flow from this development.
3. Canal R.O.W nor borrow ditch will not include any form of detention and be noted on plat.
4. Discharge permit will be required.

The maintenance of this section is within the City Limits of Weslaco and will be completed by their personnel. Please verify final design of with Mr. Albert Adana, P.E., City Engineer with the City of Weslaco.

If you have any questions, please feel free to call.

Sincerely,

Randall Winston
General Manager

HCCID #9
Mercedes, Texas
956-565-2411

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

Document No: 3086172

Billable Pages: 4

Recorded On: February 05, 2020 09:48 AM

Number of Pages: 5

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

Total Recording: \$ 48.00

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

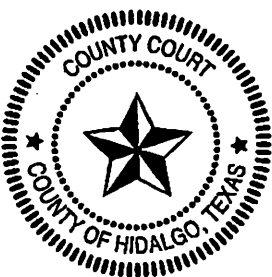
Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 3086172
Receipt No: 20200205000067
Recorded On: February 05, 2020 09:48 AM
Deputy Clerk: Tania Rivera
Station: McAllen-cc-k23

Record and Return To:

Corporation Service Company
na
na TX



STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

SIERRA TITLE
CLOSER ad GR# 2183527

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: January 28, 2020

Grantor: Fenech Sole, LLC, a Texas limited liability company

Grantor's Mailing Address:

Fenech Sole, LLC
3113 S. 6th Ln.
McAllen, TX 78503

Grantee: Gar-Vic Properties, LP, a Texas limited partnership

Grantee's Mailing Address:

Gar-Vic Properties, LP
13320 Borolo Dr.
Edinburg, TX 78541

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Capital Farm Credit, FLCA in the principal amount of ONE HUNDRED FORTY EIGHT THOUSAND SEVENTY AND 67/100 DOLLARS (\$148,070.67). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Capital Farm Credit, FLCA and by a first-lien deed of trust of even date from Grantee to Ben R. Novasad, trustee.

Property (including any improvements):

Being 20.00 acres of land, situated in Hidalgo County, Texas, and being the East 20.00 acres of Farm Tract 717, WEST TRACT SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, said tract more particularly described by metes and bounds as follows:

BEGINNING at a cotton picker spindle found for the Northeast corner of said Farm Tract 717, and the Northeast corner of said tract herein described;

THENCE, South, 1320 feet, with the East line of said Farm Tract 717, and with the centerline of Mile 6 1/2 West Road to a cotton picker spindle found for the Southeast corner of said Farm Tract 717 and the Southeast corner of said tract herein described;

THENCE, West, with the South line of said Farm Tract 717, at a distance of 20.00 feet pass a 1/2 inch iron rod with a plastic cap stamped "R&A" set for reference on the apparent West right-of-way line of said Mile 6 1/2 West Road and continuing along a drain ditch for a total distance of 660.00 feet to a point for the Southwest corner of said tract herein described;

THENCE, North, with a line that is parallel to the East line of said Farm Tract 717, at a distance of 69.9 feet pass a 1/2-inch iron rod found for reference, at a distance of 1305.00 feet pass a 1/2 inch iron rod found for reference on the South right-of-way line of Mile 5 1/2 North Road and continuing for a total distance of 1320.00 feet to a cotton picker spindle set for the Northwest corner of said tract herein described;

THENCE, East 660.00 feet, with the North line of said Farm Tract 717 and with the centerline of said Mile 5 1/2 North Road to the POINT OF BEGINNING and containing 20.00 acres of land, more or less.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Rights of Parties in Possession.

Easement as described in instrument dated April 3, 1920, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 105, Page 237, Deed Records Hidalgo County, Texas.

Easement as described in instrument dated April 13, 1920, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 154, Page 373, Deed Records Hidalgo County, Texas.

Road Easement along North side of subject property as shown on plat filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 1, Pages 24-26, Map Records Hidalgo County, Texas.

Easements and Conditions as shown on the Map or Plat thereof, filed for record in Volume 2, Pages 34-37, Map Records Hidalgo County, Texas.

Easements, rights, rules and regulations in favor of Hidalgo and Cameron Counties Irrigation District No. 9.

Easements or claims of easements which are not a part of the public record.

Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, from August Koselke to W. Armstrong Price, dated September 30, 1937, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 24, Page 428, Oil and Gas Lease Records Hidalgo County, Texas.

Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, from Mrs. Florence Koselke Timm and husband, Donald W. Timm to La Gloria Corporation, dated July 30, 1947, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 84, Page 96, Oil and Gas Lease Records Hidalgo County, Texas.

Oil, Gas and Mineral Lease, together with all rights relative thereto, express or implied, from George Koselke, guardian of the Estate of Florence Koselke, a minor to La Gloria Corporation, dated September 26, 1944, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 86, Page 377 and unitized in instrument dated June 1, 1947, recorded in Volume 80, Page 311, Oil and Gas Lease Records Hidalgo County, Texas.

Taxes for the year 2020 and subsequent years, and subsequent assessments, not yet due and payable.

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.

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.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY

CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

Capital Farm Credit, 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. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Capital Farm Credit, FLCA and are transferred to Capital Farm Credit, FLCA without recourse against Grantor.

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

Fenech Sole, LLC, a Texas limited liability company,

Luis F. Garcia

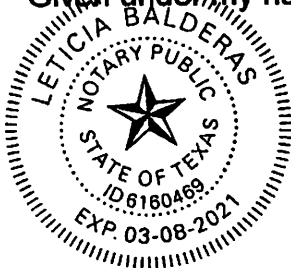
Luis F. Garcia, Manager

STATE OF TEXAS)

COUNTY OF HIDALGO)

Before me, a notary public, on this day personally appeared Luis F. Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Luis J. Garcia executed the same as the act of Fenech Sole, LLC, a Texas limited liability company, as its Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of January, 2020.



Leticia Balderas
Notary Public, State of Texas

PREPARED AND AFTER RECORDING
RETURN TO THE OFFICE OF:
MEYER & GUERRERO, LLP
308 North 15th St.
McAllen, Texas 78501

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

Document No: 3085643

Billable Pages: 5

Recorded On: February 04, 2020 10:27 AM

Number of Pages: 6

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

Total Recording: \$ 52.00

*****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: 3085643
Receipt No: 20200204000098
Recorded On: February 04, 2020 10:27 AM
Deputy Clerk: Elisa Castillo
Station: CH-1-CC-K32

Record and Return To:

Corporation Service Company
na
na TX



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

WARRANTY DEED WITH VENDOR'S LIEN

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

Date: January 28, 2019

Grantor: Alisdamar, LLC, a Texas limited liability company

Grantor's Mailing Address (including county): 4002 La Hacienda Drive
Weslaco, Texas 78596
Hidalgo County, Texas

Grantee: GarVic Properties, LP, a Texas limited partnership

Grantee's Mailing Address (including county): 5121 West State Highway 107
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of \$521,500.00, of which \$373,429.33 is purchase money, and is executed by Grantee, payable to the order of Capital Farm Credit, FLCA. The note is secured by a deed of trust of even date from Grantee to Ben R. Novosad, Trustee.

Property (including any improvements):

The property described on Exhibit A attached hereto and made a part hereof for all purposes.

SAVE AND EXCEPT all oil, gas, and other minerals in, on, under, or that may be produced from the above described land which have been reserved or conveyed by prior owners in documents recorded in the office of the Hidalgo County Clerk.

Reservations from and Exceptions to Conveyance and Warranty:

1. All leases and options for leases of oil, gas, and other minerals and geophysical permits shown of record in Hidalgo County, Texas, but only to the extent that same are still in effect.
2. Right-of-Way Easement in favor of Rio Grande Valley Gas Company by instrument dated January 31, 1962, recorded in Volume 1034, Page 172 and Volume 1034, Page 176, Deed Records of Hidalgo County, Texas.

3. Right-of-Way Easements in favor of Carthage Hydrocol, Inc., by instruments dated February 5, 1949, recorded in Volume 658, Page 402, Deed Records of Hidalgo County, Texas, dated February 10, 1949, recorded in Volume 661, Page 604, Deed Records of Hidalgo County, Texas, dated August 7, 1951, recorded in Volume 726, Page 363, Deed Records of Hidalgo County, Texas, and as affected by instrument dated November 12, 1958, recorded in Volume 931, Page 274, Deed Records of Hidalgo County, Texas.
4. Right-of-Way Easement in favor of Rio Grande Valley Gas Company by instrument recorded in Volume 1641, Page 534, Deed Records of Hidalgo County, Texas.
5. Right-of-Way Easement in favor of Rio Grande Valley Gas Company, a Division of Coastal States Gas Corporation by instrument dated November 20, 1979, recorded in Volume 1649, Page 53, Deed Records of Hidalgo County, Texas.
6. Easement and conditions as shown on the plat recorded in Volume 2, Pages 34 through 37, Map Records of Hidalgo County, Texas.
7. Easements, rights, rules, and regulations in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.
8. Easements, rights-of-way, prescriptive rights, whether of record or not.
9. Terms, conditions, and stipulations contained in all unrecorded year to year ground lease with Valley Growers Gin and Supply dated January 1, 1990, as evidenced by Deed from Compass Bank to Alisdamar, LLC, a Texas limited liability company, dated June 22, 2000, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on July 17, 2000, under Clerk's File No. 889103.
10. Rights of adjoining owners in any walls and fences situated on a common boundary.
11. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority.
12. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years.

Grantor, for the consideration and subject to the reservations from, and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and

assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

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 shall become absolute.

Capital Farm Credit, 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. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Capital Farm Credit, FLCA and are transferred to Capital Farm Credit, FLCA without recourse against Grantor.

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

Alisdamar, LLC, a Texas limited liability company

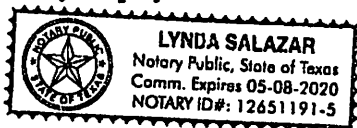
By: Marisol Nunez

Marisol Nunez, Managing Member

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on January 30, 2020, by Marisol Nunez, Managing Member of Alisdamar, LLC, a Texas limited liability company, on behalf of said limited liability company.



Lynda Salazar
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
GarVic Properties, LP
5121 West State Highway 107
Edinburg, Texas 78539

PREPARED BY:
Law Office of Patrick Moore, PLLC
1801 S. 2nd Street, Suite 380
McAllen, Texas 78503

S:\WORKFILES\Capital Farm Credit\GarVic\revised Deed.wpd

EXHIBIT A

Being a 50.53 acres tract of land lying and situated in Hidalgo County, Texas, said 50.53 acres tract being out of and forming a part portion of Farm Tracts 720 and 721, West Tract Subdivision, Hidalgo County, Texas, as per map or plat recorded In Volume 2, Pages 34-37, Map Records of Hidalgo County Texas; And said 50.53 acres tract being more particularly described by metes and bounds as follows;

COMMENCING at a cotton-picker-spindle found at the Northwest corner of Farm Tract 722 of the said West Tract Subdivision, same being the point of intersection between the centerlines of Mile 6 North Road (a.k.a. 18th Street) and Mile 6 1/4 West Road (a.k.a. Hopper Road);

THENCE S 1°12'22" E along the West line of the said Farm Tracts 722 and 721, same being along the centerline of Mile 6 1/4 West Road (a.k.a. Hopper Road), to the Southwest corner of the North 10.00 acres of the said Farm Tract 721 passing at 1320.00 a cotton-picker-spindle found at the Northwest corner of the said Farm Tract 721, same point being the Southwest corner of the said Farm Tract 722, and continuing for a total distance of 1588.89 feet to a cotton-picker-spindle set, for the Northwest corner of the herein described tract and the POINT OF BEGINNING;

THENCE N 88°47'38" E across the said Farm Tract 721, same being along the South boundary line of the North 10.00 acres of the said Farm Tract 721, to a point on the West line of a called Hidalgo and Cameron Irrigation District No. 9 tract of land and right-of-way, described in a Warranty Deed from American Rio Grande Land And Irrigation Company to Hidalgo and Cameron Counties Water Control and Improvement District, recorded in Volume 314, Page 62, Deed Records of Hidalgo County, Texas, and same being a point on the East line of the said Farm Tract 721, passing at 20.00 feet a 1/2-inch capped iron rod set on the existing East right-of-way line of Mile 6 1/4 West Road (a.k.a. Hopper Road), and continuing for a total distance of 1620.01 feet to a 1/2-capped iron rod set, for the Northeast corner of the herein described tract;

THENCE S 1°12'22" E along the East line of the said Farm Tract 721, same being along the West line of the said Hidalgo and Cameron Irrigation District No. 9 tract of land and right-of-way, to a bend in line of the said Hidalgo and Cameron Irrigation District No. 9 tract of land and right-of-way, a distance of 77.31 feet to a 1/2-inch capped iron rod set, for a bend in line of the herein described tract;

THENCE S 7°19'38" W continuing along the East line of the said Farm Tract 721, same being along the West line of the said Hidalgo and Cameron Irrigation District No. 9 tract of land and right-of-way, to a bend in line of the said Hidalgo and Cameron Irrigation District No. 9 tract of land and right-of-way, a distance of 202.20 feet to a 1/2-inch capped iron rod set, for a bend in line of the herein described tract;

THENCE S 1°12'22" E along the East line of the said Farm Tracts 721 and 720, same being along the West line of the said Hidalgo and Cameron Irrigation District No. 9 tract of land and right-of-way, to the most Easterly Southeast corner of the said Farm Tract 720, same being a point on the North line of Farm Tract 726 of the said West Tract Subdivision, a distance of 1183.50 feet

to a calculated point, for the most Easterly Southeast corner of the herein described tract;

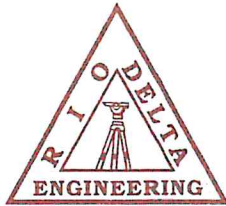
THENCE S 44°24'22" W along the dividing line between the said Farm Tracts 720 and 726, to a point on the North line of a called Easement and Right-of-Way for Pipeline to Rio Grande Valley Gas Company recorded in Volume 1641, Page 534, Deed Records of Hidalgo County, Texas, a distance of 518.83 feet to a 1/2-inch capped iron rod set, for the most Southerly Southeast corner of the herein described tract;

THENCE N 50°20'25" W across the said Farm Tract 720, same being along the Northern line the said Easement and Right-of-Way for Pipeline to Rio Grande Valley Gas Company, a distance of 1072.15 feet to a 1/2-capped iron rod set, for a bend in line of the herein described tract;

THENCE N 52°51'19" W across the said Farm Tracts 720 and 721, same being in part along the Northern line of the said Easement and Right-of-Way for Pipeline to Rio Grande Valley Gas Company, to a point on the existing East right-of-way line of Mile 6 1/4 West Road (a.k.a. Hopper Road), a distance of 495.31 feet to a 1/2-capped Iron rod set, for an inner corner of the herein described tract;

THENCE S 88°47'38" W across the said Farm Tract 721, to a point on the West line of the said Farm Tract 721, same being a point on the centerline of Mile 6 1/4 West Road (a.k.a. Hopper Road), a distance of 20.00 feet to cotton-picker-spindle set, for the Southwest corner of the herein described tract;

THENCE N 1°12'22" W along the West line of the said Farm Tract 721 same being along the centerline of Mile 6 1/4 West Road (a.k.a. Hopper Road), a distance of 814.87 feet to THE POINT AND PLACE OF BEGINNING, said tract containing 50.53 acres of land, more or less, out of which 0.37 acres lie within the existing right-of-way of Mile 6 1/4 West Road (a.k.a. Hopper Road).



RIO DELTA ENGINEERING

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

MILANOS ESTATES PHASE I, II, III, AND IV MASTER PLAN DRAINAGE REPORT

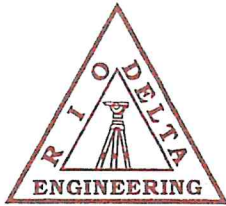
Prepared By:
Ivan Garcia P.E., R.P.L.S.

Date:
July 15, 2020



INDEX SHEET

1. COVER SHEET
2. INDEX SHEET
3. DRAINAGE REPORT
4. PROJECT LOCATION MAP
5. HYDRAULIC CALCULATIONS
6. "C" VALUES FOR METHOD
7. RAINFALL INTENSITY FOR HIDALGO COUNTY
8. FLOOD PLAIN
9. SOIL SURVEY
10. PRELIMINARY PLAT AND UTILITY & DRAINAGE LAYOUT



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TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

DRAINAGE REPORT

Milanos Estates Subdivision Phases I, II, III, and IV

Master Plan

City of Weslaco ETJ

Hidalgo County, TEXAS

Milanos Estates Phase I, II, III, and IV Master Plan is proposed 379 lot Residential Subdivision, same being a total of 96.95 Acres comprised of the following:

- 1) Phases I, II, and III - 76.95 Acres Tract (328 proposed lots), being all of the south 38.49 acres, more or less, of Farm Tract 721, and all of Farm Tract 720 containing 38.47 Acres, more or less, West Tract Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Page 34-37, Map Records of Hidalgo County, Texas.
- 2) Phase IV - 20.00 Acres Tract (51 proposed lots), being the east 20.00 acres of Farm Tract 717, West Tract Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Page 34-37, Map Records of Hidalgo County, Texas.

These lots will be used for single-family homes.

The subdivision is in zone "B" of the flood insurance rate, areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood, according to the FEMA's Flood Insurance Rate Map Community Panels No.: 480334 0525 B dated: January 2, 1981.

According to the Soil Survey Report prepared for Hidalgo County by the U.S.D.A. Soil Conservation Service, the site consists of 16.2 % of Hidalgo fine sandy loam (28), with 0 to 1% slopes, the soil is well drained and surface runoff is negligible, permeability is moderately high to high and the water capacity is moderate. This soil is classified as Group (B). Additionally, it consists of 17.9% of Mercedes Clay (39), with 0 to 1% slopes, the soil is moderately well drained and surface runoff is high, permeability is very low to moderately low and the water capacity is moderate. This soil is classified as Group (D). Additionally, it consists of 64.4% of Raymondville clay loam (52), with 0 to 1% slopes, the soil is moderately well drained and surface runoff is medium, permeability is moderately low to moderately high and the water capacity is moderate. This soil is classified as Group (C). Please see the attached tables for the engineering, physical and chemical properties of these soils.

This area has been identified by Hidalgo County as having flooding issues, that will need to be addressed in order to allow this site to be developed. After careful evaluation of the existing topography and features of the site, it was determined that the existing ponding issues within the southern area of the property are caused because of the lack of an outfall or connection to the existing ditch. It is assumed that this was done on purpose with the intent of capturing as much water as possible for irrigation of the lands which are used for farming. The average existing natural ground elevation of the site along the south side of the property is 74.50, which is only 1 foot below the existing average top of ditch elevation of 75.50. The average existing centerline elevation of Mile 6 ½ West Road (Milanos/Hopper Road) at the intersection between the said drain ditch and Mile 6 ½ West Road (Milanos/Hopper Road) is also 75.50, which is the lowest point along the profile of Mile 6 ½ West Road (Milanos/Hopper Road) for this specific area between E Mile 5 North Road and W 18th Street. This small difference in elevation and the lack of an outfall/connection into the existing drain ditch along the south side of the site is enough for water to potentially pond as shown on the pictures provided to us by Hidalgo

County. There are not any low areas within the site and all runoff naturally sheet flows overland in a southwesterly direction.

In addition, the site appears to be at the farthest upstream end of the existing drainage system. A connection will be made as part of this development to allow the water to drain into the existing ditch, and the potential ponding issue will most likely be completely eliminated without any risk of water backing up into the site. The existing ditch flows from east to west, and the terrain elevation also drops naturally to the west to an elevation below 74.00 by the time it gets to the southwest corner of the proposed Phase IV which will ensure that no ponding will occur above that elevation.

Finally, and in order to mitigate any potential risk of flooding for any future structures within the lots, the following general note will be added to the subdivision plat: minimum finished floor elevation shall be 6" above the center line of Mile 6 ½ West Road or 18" above top of curb in front of the center-point of the lot, whichever is greater.

Existing runoff sheet flows overland in a southerly direction to follow the existing drainage patterns of the area in an southerly direction with outfall to the existing 39EXTA drain ditch (which belongs to Hidalgo and Cameron Counties Irrigation District 9, and maintained by Hidalgo County Drainage District 1) along the south boundary of this subdivision, then conveyed to the 39 drain ditch (which belongs to Hidalgo and Cameron Counties Irrigation District 9, and maintained by Hidalgo County Drainage District 1), then conveyed to the I.B.W.C. Floodway, and final outfall to the Laguna Madre. Using the Rational Method, we have determined that a 10-yr rainfall event will generate approximately 20.95 CFS of storm runoff for all 4 phases of this development. We have also used the Rational Method to determine that the improved site will generate an estimated 84.34 CFS of runoff 50-yr rainfall event for all 4 phases of this development. The improved site will have an approximate increase of 63.39 cfs of storm runoff.

In accordance with the City of Weslaco and County's drainage requirements, we have calculated that approximately a total of 330,712 CF or 7.59 AC-FT, will need to be detained for the complete development of Phases I, II, III, and IV of the subdivision for a 50-yr rainfall event. The pro-rated detention volume required for phases I, II, and III is 3,778 CF or 0.087 AC-FT per acre developed as per the following table:

Phase	Area	Detention Required (AC-FT)
I	26.43	2.29
II	27.64	2.40
III	22.88	1.98

The required detention volume for phase IV is 39,994 CF or 0.92 AC-FT.

Linear detention will be provided for Phases I, II, II, and IV by improving the existing 39EXTA drain ditch section as required during the construction of Phase I. Storm waters will be collected by an on-site collection system and routed to the existing 39EXTA drain ditch (which belongs to Hidalgo and Cameron Counties Irrigation District 9, and maintained by Hidalgo County Drainage District 1) along the south boundary of this subdivision, then conveyed to the 39 drain ditch (which belongs to Hidalgo and Cameron Counties Irrigation District 9, and maintained by Hidalgo County Drainage District 1), then conveyed to the I.B.W.C. Floodway, and final outfall to the Laguna Madre. Tables and calculations, are attached.

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☒ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☒ DISTRICT FACILITY	
☐ CITY FACILITY	
☐ OTHER	
<u>Hector Garcia</u>	<u>8/14/20</u>
H.C.D.D. NO. 1	DATE



STORM WATER DETENTION CALCULATIONS

SUMMARY SHEET

Project Name: **MILANO ESTATES PHASES 1, 2 AND 3**

City: **WESLACO ETJ**

State: **TEXAS**

County: **HIDALGO**

Total Area: **76.95** GROSS Acres

Total lots: **328**

Area already developed: **0.00** Acres

Area unimproved: **68.83** NET Acres

Existing Run off: **23.42** cfs *10 year storm

Future Run off: **62.91** cfs *25 year storm

Future Run off: **70.73** cfs *50 year storm

Total on site detention required: **290,718** cft *50 year storm

6.674 Ac-ft

*References for calculations and procedure: **1) TxDOT Hydraulic Design Manual
Revised March 2009**

**2) FHWA, Urban Drainage Design Manual HEC-22
Revised September 2009**



I. EXISTING RUN OFF (10 YEAR STORM)

*Rational Method

Project Name: **MILANO ESTATES PHASES 1, 2 AND 3**

City: **WESLACO ETJ**

State: **TEXAS**

68.83 Acres Net

Highest elevation= **78.00** ft

Lowest elevation= **75.00** ft

Watercourse length, L= **2500.00** ft

Slope, S_p = **0.12** %

Average flow velocity, V= **0.24** ft/sec

$$V = K_u k S_p^{0.5}$$

$K_u = 3.28$
k= **0.213**

*From Table 3-2 - Intercept Coefficients

*For short grass pasture

Time of concentration, t_c = **172.16** min (calculated)

$$t_c = L / 60V$$

172.16 min (used)

Intensity, i= **1.52** in/hr

$$i = \frac{b}{(t_c + d)^e}$$

*From table 3-1- Intensity-Frequency-Duration

*Coefficients for HIDALGO, County, Texas from TXDOT IDF Coefficients

*For a recurrence interval of 10 years

e= **0.778**
b= **87**
d= **9.2**

Area already developed= **0.00** SQFT
0.00 ACRES *No area developed

Existing Run off Coefficient: **0**

Area unimproved= **2,998,235** SQFT
68.83 NET ACRES

Existing Run off Coefficient: **0.20** *For Unimproved areas
*From Table 3-3 - Run off Coefficients

Weighted Run off Coefficient, C_w = **0.20**

$$C_w = (C_1 A_1 + C_2 A_2) / A_{Total}$$

Peak flow, Q= **23.42** CFS

$$Q = C i A$$

II. FUTURE RUN OFF (25 YEAR STORM)

*Rational Method

Project Name: **MILANO ESTATES PHASES 1, 2 AND 3**

City: **WESLACO ETJ**
 State: **TEXAS**
 Acres Net
 Highest elevation= **68.83** ft
 Lowest elevation= **78.00** ft
 Watercourse length, L= **2500.00** ft
 Slope, S_p = **0.12** %

Average flow velocity, V = **0.35** ft/sec

$$V = K_u k S_p^{0.5}$$

K_u = 3.28

k = 0.305

*From Table 3-2 - Intercept Coefficients

*For nearly bare and untilled (overland flow)

Time of concentration, t_c = **120.23** min (calculated)

$$t_c = L/60V$$

120.23 min (used)

Intensity, i = **2.31** in/hr

$$i = \frac{b}{(t_c + d)^e}$$

*From table 3-1- Intensity-Frequency-Duration

*Coefficients for HIDALGO, County, Texas from TXDOT IDF Coefficients

*For a recurrence interval of 25 years

e = 0.771

b = 98.00

d = 9.20

Area to be developed = **492,000** SQFT *1500 SF avg homes

11.29 ACRES

Future Run off Coefficient: **0.75** *MIN FOR ROOFS

*From Table 3-3 - Run off Coefficients

Area to be developed = **246,000** SQFT * 750 SF avg driveway and sidewalks area

5.65 ACRES

Future Run off Coefficient: **0.70** *MIN FOR CONCRETE SURFACE

*From Table 3-3 - Run off Coefficients

Area to be developed = **1,869,835** SQFT *Remaining green areas

42.93 ACRES

Future Run off Coefficient: **0.20** *For Unimproved areas

*From Table 3-3 - Run off Coefficients

Area to be developed = **390,400** SQFT 32' B-B STREET SECTION

8.96 ACRES

Future Run off Coefficient: **0.70** *MIN FOR ASPHALTIC/CONCRETE SURFACE

*From Table 3-3 - Run off Coefficients

Weighted Run off Coefficient, C_w = **0.35**

$$C_w = (C_1 A_1 + C_2 A_2) / A_{Total}$$

Peak flow, Q = **62.91** CFS

$$Q = C_i A$$

III. STORAGE CALCULATIONS (50 YEAR STORM)

*Rational Method

Project Name: **MILANO ESTATES PHASES 1, 2 AND 3**

City: **WESLACO ETJ**
 State: **TEXAS**
 Acres Net
 Highest elevation= **78.00** ft
 Lowest elevation= **75.00** ft
 Watercourse length, L= **2500.00** ft
 Slope, S_p = **0.12** %

Average flow velocity, V = **0.35** ft/sec

$$V = K_u k S_p^{0.5}$$

$K_u = 3.28$

$k = 0.305$

*From Table 3-2 - Intercept Coefficients

*For nearly bare and untilled (overland flow)

Time of concentration, t_c = **120.23** min (calculated)

$$t_c = L/60V$$

120.23 min (used)

Intensity, i = **2.59** min

$$i = \frac{b}{(t_c + d)^e}$$

*From table 3-1- Intensity-Frequency-Duration

*Coefficients for HIDALGO, County, Texas from TXDOT IDF Coefficients

*For a recurrence interval of 50 years

e = **0.749**
 b = **99.0**
 d = **9.2**

Area to be developed = **492,000** SQFT *1500 SF avg homes

11.29 ACRES

Future Run off Coefficient: **0.75** *MIN FOR ROOFS

*From Table 3-3 - Run off Coefficients

Area to be developed = **246,000** SQFT * 750 SF avg driveway and sidewalks area

5.65 ACRES

Future Run off Coefficient: **0.70** *MIN FOR CONCRETE SURFACE

*From Table 3-3 - Run off Coefficients

Area to be developed = **1,869,835** SQFT *Remaining green areas

42.93 ACRES

Future Run off Coefficient: **0.20** *For Unimproved areas

*From Table 3-3 - Run off Coefficients

Area to be developed = **390,400** SQFT 32' B-B STREET SECTION

8.96 ACRES

Future Run off Coefficient: **0.7** *MIN FOR ASPHALTIC/CONCRETE SURFACE

*From Table 3-3 - Run off Coefficients

Weighted Run off Coefficient, C_w = **0.35**

$$C_w = (C_1 A_1 + C_2 A_2) / A_{Total}$$

Peak flow, Q = **70.73** CFS

$$Q = C i A$$

IV. STORM WATER DETENTION CALCULATIONS

*Rational Method

Duration (min)	Intensity (in/hr)	Q in (cfs)	Vol in (cft)	Q out (cfs)	V out (cft)	Storage (cft)
5	13.57	331.16	99,347	23.42	7,026	92,320
10	10.83	264.18	158,509	23.42	14,053	144,457
15	9.10	222.14	199,922	23.42	21,079	178,843
20	7.91	192.99	231,583	23.42	28,105	203,477
25	7.03	171.44	257,159	23.42	35,131	222,028
30	6.34	154.78	278,611	23.42	42,158	236,453
35	5.80	141.47	297,094	23.42	49,184	247,910
40	5.35	130.56	313,347	23.42	56,210	257,137
45	4.98	121.43	327,865	23.42	63,236	264,628
50	4.66	113.67	340,995	23.42	70,263	270,733
55	4.38	106.97	352,993	23.42	77,289	275,704
60	4.14	101.12	364,049	23.42	84,315	279,733
65	3.93	95.98	374,307	23.42	91,341	282,966
70	3.75	91.40	383,884	23.42	98,368	285,517
75	3.58	87.30	392,871	23.42	105,394	287,477
80	3.43	83.61	401,342	23.42	112,420	288,921
85	3.29	80.27	409,357	23.42	119,447	289,911
90	3.16	77.22	416,968	23.42	126,473	290,495
95	3.05	74.42	424,217	23.42	133,499	290,718
100	2.94	71.86	431,140	23.42	140,525	290,615
105	2.85	69.49	437,769	23.42	147,552	290,217
110	2.76	67.29	444,129	23.42	154,578	289,551
115	2.67	65.25	450,244	23.42	161,604	288,640
120	2.60	63.35	456,135	23.42	168,630	287,504
125	2.52	61.58	461,818	23.42	175,657	286,161
130	2.45	59.91	467,310	23.42	182,683	284,627
135	2.39	58.35	472,625	23.42	189,709	282,915
140	2.33	56.88	477,774	23.42	196,735	281,039
145	2.27	55.49	482,770	23.42	203,762	279,008
150	2.22	54.18	487,622	23.42	210,788	276,834
155	2.17	52.94	492,340	23.42	217,814	274,525

Total on site detention required=

290,718
6.674

 cft
acres-ft

Duration: Duration in minutes

Intensity: Intensity for respective duration (10-year event)

Q in: Developed conditions peak discharge ($C_{dev} \times i_{50} \times \text{Area}$)

Vol in: Developed conditions run off volume ($Q_{in} \times \text{Duration} \times 60$)

Q out: Pre-developed peak discharge ($C_{pre} \times i_{10} \times \text{Area}$)

V out: (duration $\times$ Qout $\times$ 60)

Storage: Required storage ($V_{in} - V_{out}$)

Table 3-1. Rainfall Intensity-Duration-Frequency Coefficients for Hidalgo County

Coefficient	2-year	5-year	10-year	25-year	50-year	100-year
e (in)	0.831	0.797	0.778	0.771	0.749	0.740
b	74	79	87	98	99	103
d (mins)	9.6	8.9	9.2	9.2	9.2	9.6

Reference: TxDOT Hydraulic Design Manual, (2009)

Table 3-2. Intercept Coefficients for Velocity vs. Slope Relationship

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

Reference: FHWA, Urban drainage Design Manual HEC-22, (2009)

Table 3-3. Runoff Coefficients for Rational Formula

Type of Drainage Area	Runoff Coefficient, C*
Business:	
Downtown areas	0.70 - 0.95
Neighborhood areas	0.50 - 0.70
Residential:	
Single-family areas	0.30 - 0.50
Multi-units, detached	0.40 - 0.60
Multi-units, attached	0.60 - 0.75
Suburban	0.25 - 0.40
Apartment dwelling areas	0.50 - 0.70
Industrial:	
Light areas	0.50 - 0.80
Heavy areas	0.60 - 0.90
Parks, cemeteries	0.10 - 0.25
Playgrounds	0.20 - 0.40
Railroad yard areas	0.20 - 0.40
Unimproved areas	0.10 - 0.30
Lawns:	
Sandy soil, flat, 2%	0.05 - 0.10
Sandy soil, average, 2 - 7%	0.10 - 0.15
Sandy soil, steep, 7%	0.15 - 0.20
Heavy soil, flat, 2%	0.13 - 0.17
Heavy soil, average, 2 - 7%	0.18 - 0.22
Heavy soil, steep, 7%	0.25 - 0.35
Streets:	
Asphaltic	0.70 - 0.95
Concrete	0.80 - 0.95
Brick	0.70 - 0.85
Drives and walks	0.75 - 0.85
Roofs	0.75 - 0.95
*Higher values are usually appropriate for steeply sloped areas and longer return periods because infiltration and other losses have a proportionally smaller effect on runoff in these cases.	

Reference: FHWA, Urban drainage Design Manual HEC-22, (2009)

STORM WATER DETENTION CALCULATIONS

SUMMARY SHEET

Project Name: **MILANO ESTATES PHASES 4**

City: **WESLACO ETJ**

State: **TEXAS**

County: **HIDALGO**

Total Area: **20.00** GROSS Acres

Total lots: **51**

Area already developed: **0.00** Acres

Area unimproved: **16.25** NET Acres

Existing Run off: **13.51** cfs

*10 year storm

Future Run off: **34.11** cfs

*25 year storm

Future Run off: **37.52** cfs

*50 year storm

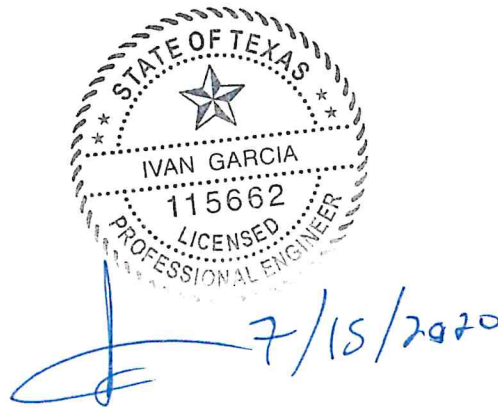
Total on site detention required: **39,994** cft

*50 year storm

0.918 Ac-ft

*References for calculations and procedure: **1) TxDOT Hydraulic Design Manual
Revised March 2009**

**2) FHWA, Urban Drainage Design Manual HEC-22
Revised September 2009**



I. EXISTING RUN OFF (10 YEAR STORM)

*Rational Method

Project Name: **MILANO ESTATES PHASES 4**

City: **WESLACO ETJ**

State: **TEXAS**

16.25 Acres Net

Highest elevation= **78.00** ft

Lowest elevation= **74.00** ft

Watercourse length, L= **1300.00** ft

Slope, S_p = **0.31** %

Average flow velocity, V = **0.39** ft/sec

$$V = K_u k S_p^{0.5}$$

K_u = 3.28

k = 0.213

*From Table 3-2 - Intercept Coefficients

*For short grass pasture

Time of concentration, t_c = **55.91** min (calculated)

$$t_c = L/60V$$

55.91 min (used)

Intensity, i = **3.38** in/hr

$$i = \frac{b}{(t_c + d)^e}$$

*From table 3-1- Intensity-Frequency-Duration

*Coefficients for HIDALGO, County, Texas from TXDOT IDF Coefficients

*For a recurrence interval of 10 years

e = 0.778

b = 87

d = 9.2

Area already developed= **0.00** SQFT *No area developed

0.00 ACRES

Existing Run off Coefficient: **0**

Area unimproved= **707,850** SQFT

16.25 NET ACRES

Existing Run off Coefficient: **0.20** *For Unimproved areas

*From Table 3-3 - Run off Coefficients

Weighted Run off Coefficient, C_w = **0.20**

$$C_w = (C_1 A_1 + C_2 A_2) / A_{Total}$$

Peak flow, Q = **13.51** CFS

$$Q = CiA$$

II. FUTURE RUN OFF (25 YEAR STORM)

*Rational Method

Project Name: **MILANO ESTATES PHASES 4**

City: **WESLACO ETJ**
 State: **TEXAS**
 Acres Net
 Highest elevation= **16.25** ft
 Lowest elevation= **78.00** ft
 Watercourse length, L= **1300.00** ft
 Slope, S_p = **0.31** %

Average flow velocity, V = **0.55** ft/sec

$$V = K_u k S_p^{0.5}$$

$K_u = 3.28$

$k = 0.305$

*From Table 3-2 - Intercept Coefficients

*For nearly bare and untilled (overland flow)

Time of concentration, t_c = **39.04** min (calculated)

$$t_c = L/60V$$

39.04 min (used)

Intensity, i = **4.94** in/hr

$$i = \frac{b}{(t_c + d)^e}$$

*From table 3-1- Intensity-Frequency-Duration

*Coefficients for HIDALGO, County, Texas from TXDOT IDF Coefficients

*For a recurrence interval of 25 years

$e = 0.771$
 $b = 98.00$
 $d = 9.20$

Area to be developed = **127,500** SQFT *2500 SF avg homes

2.93 ACRES

Future Run off Coefficient: **0.75** *MIN FOR ROOFS

*From Table 3-3 - Run off Coefficients

Area to be developed = **127,500** SQFT * 2500 SF avg driveway and sidewalks area

2.93 ACRES

Future Run off Coefficient: **0.70** *MIN FOR CONCRETE SURFACE

*From Table 3-3 - Run off Coefficients

Area to be developed = **401,650** SQFT *Remaining green areas

9.22 ACRES

Future Run off Coefficient: **0.20** *For Unimproved areas

*From Table 3-3 - Run off Coefficients

Area to be developed = **51,200** SQFT 32' B-B STREET SECTION

1.18 ACRES

Future Run off Coefficient: **0.70** *MIN FOR ASPHALTIC/CONCRETE SURFACE

*From Table 3-3 - Run off Coefficients

Weighted Run off Coefficient, C_w = **0.35**

$$C_w = (C_1 A_1 + C_2 A_2) / A_{Total}$$

Peak flow, Q = **34.11** CFS

$$Q = CiA$$

III. STORAGE CALCULATIONS (50 YEAR STORM)

*Rational Method

Project Name: **MILANO ESTATES PHASES 4**

City: **WESLACO ETJ**

State: **TEXAS**

16.25 Acres Net

Highest elevation= **78.00** ft

Lowest elevation= **74.00** ft

Watercourse length, L= **1300.00** ft

Slope, S_o = **0.31** %

Average flow velocity, V = **0.55** ft/sec

$$V = K_u k S_p^{0.5}$$

K_u = 3.28

k = 0.305

*From Table 3-2 - Intercept Coefficients

*For nearly bare and untilled (overland flow)

Time of concentration, t_c = **39.04** min (calculated)

39.04 min (used)

$$t_c = L/60V$$

Intensity, i = **5.43** min

$$i = \frac{b}{(t_c + d)^e}$$

*From table 3-1- Intensity-Frequency-Duration

*Coefficients for HIDALGO, County, Texas from TXDOT IDF Coefficients

*For a recurrence interval of 50 years

e =	0.749
b =	99.0
d =	9.2

Area to be developed= **127,500** SQFT *2500 SF avg homes

2.93 ACRES

Future Run off Coefficient: **0.75** *MIN FOR ROOFS

*From Table 3-3 - Run off Coefficients

Area to be developed= **127,500** SQFT * 2500 SF avg driveway and sidewalks area

2.93 ACRES

Future Run off Coefficient: **0.70** *MIN FOR CONCRETE SURFACE

*From Table 3-3 - Run off Coefficients

Area to be developed= **401,650** SQFT *Remaining green areas

9.22 ACRES

Future Run off Coefficient: **0.20** *For Unimproved areas

*From Table 3-3 - Run off Coefficients

Area to be developed= **51,200** SQFT 32' B-B STREET SECTION

1.18 ACRES

Future Run off Coefficient: **0.7** *MIN FOR ASPHALTIC/CONCRETE SURFACE

*From Table 3-3 - Run off Coefficients

Weighted Run off Coefficient, C_w = **0.35**

$$C_w = (C_1 A_1 + C_2 A_2) / A_{Total}$$

Peak flow, Q = **37.52** CFS

$$Q = C i A$$

IV. STORM WATER DETENTION CALCULATIONS

*Rational Method

Duration (min)	Intensity (in/hr)	Q in (cfs)	Vol in (cft)	Q out (cfs)	V out (cft)	Storage (cft)
5	13.57	76.20	22,859	13.51	4,052	18,807
10	10.83	60.79	36,472	13.51	8,104	28,368
15	9.10	51.11	46,001	13.51	12,157	33,844
20	7.91	44.40	53,286	13.51	16,209	37,077
25	7.03	39.45	59,171	13.51	20,261	38,910
30	6.34	35.61	64,107	13.51	24,313	39,794
35	5.80	32.55	68,360	13.51	28,365	39,994
40	5.35	30.04	72,099	13.51	32,417	39,682
45	4.98	27.94	75,440	13.51	36,470	38,970
50	4.66	26.15	78,461	13.51	40,522	37,939
55	4.38	24.61	81,222	13.51	44,574	36,648
60	4.14	23.27	83,765	13.51	48,626	35,139
65	3.93	22.08	86,126	13.51	52,678	33,448
70	3.75	21.03	88,330	13.51	56,731	31,599
75	3.58	20.09	90,397	13.51	60,783	29,615
80	3.43	19.24	92,346	13.51	64,835	27,512
85	3.29	18.47	94,191	13.51	68,887	25,304
90	3.16	17.77	95,942	13.51	72,939	23,003
95	3.05	17.12	97,610	13.51	76,991	20,619
100	2.94	16.53	99,203	13.51	81,044	18,159
105	2.85	15.99	100,728	13.51	85,096	15,632
110	2.76	15.48	102,192	13.51	89,148	13,044
115	2.67	15.01	103,599	13.51	93,200	10,399
120	2.60	14.58	104,954	13.51	97,252	7,702
125	2.52	14.17	106,262	13.51	101,304	4,957
130	2.45	13.79	107,525	13.51	105,357	2,169
135	2.39	13.43	108,748	13.51	109,409	-661

Total on site detention required=

39,994
0.918

 cft
acres-ft

Duration: Duration in minutes

Intensity: Intensity for respective duration (10-year event)

Q in: Developed conditions peak discharge ($C_{dev} \times i_{50} \times \text{Area}$)

Vol in: Developed conditions run off volume ($Q_{in} \times \text{Duration} \times 60$)

Q out: Pre-developed peak discharge ($C_{pre} \times i_{10} \times \text{Area}$)

V out: (duration $\times$ Qout $\times$ 60)

Storage: Required storage ($V_{in} - V_{out}$)

Table 3-1. Rainfall Intensity-Duration-Frequency Coefficients for Hidalgo County

Coefficient	2-year	5-year	10-year	25-year	50-year	100-year
e (in)	0.831	0.797	0.778	0.771	0.749	0.740
b	74	79	87	98	99	103
d (mins)	9.6	8.9	9.2	9.2	9.2	9.6

Reference: TxDOT Hydraulic Design Manual, (2009)

Table 3-2. Intercept Coefficients for Velocity vs. Slope Relationship

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

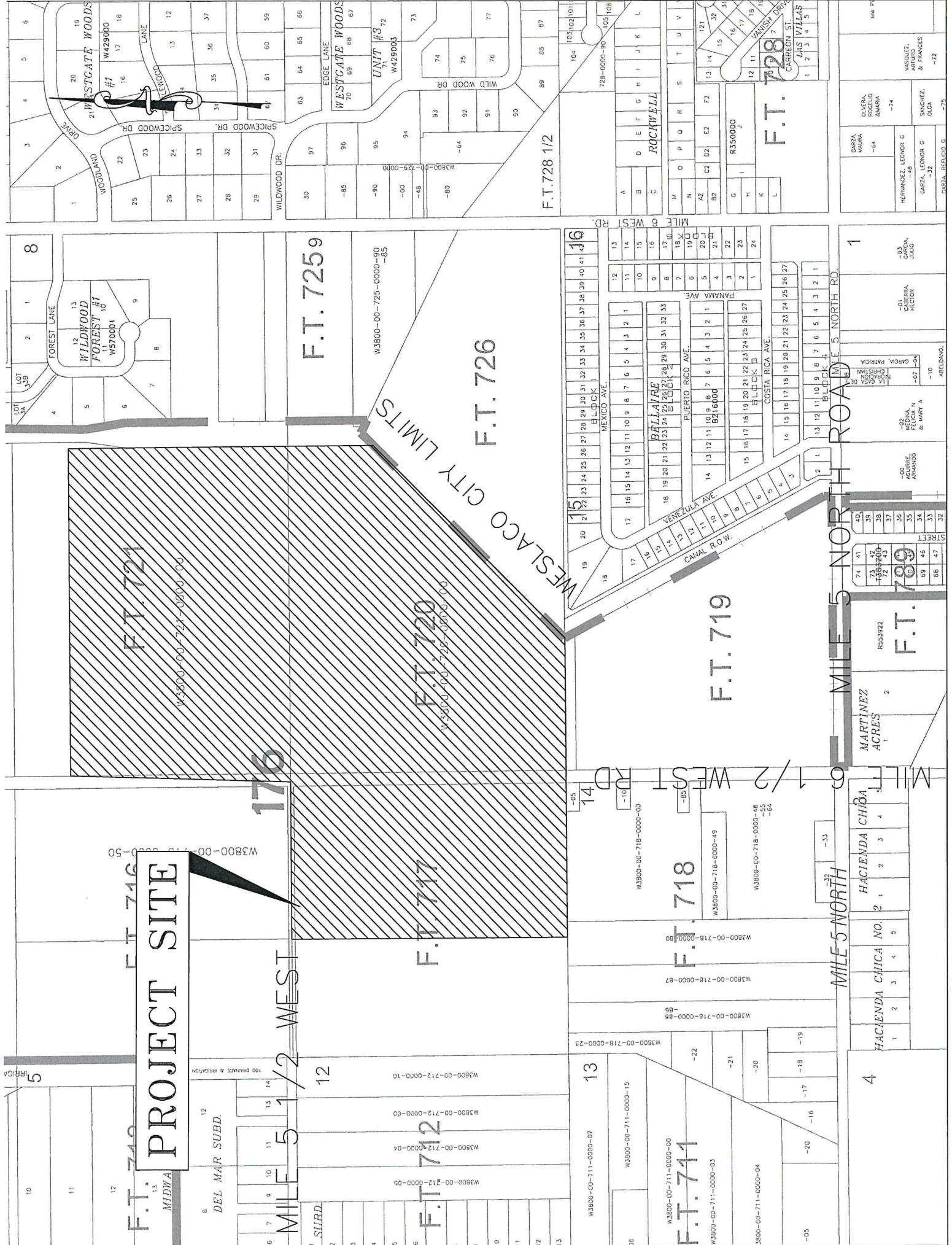
Reference: FHWA, Urban drainage Design Manual HEC-22, (2009)

Table 3-3. Runoff Coefficients for Rational Formula

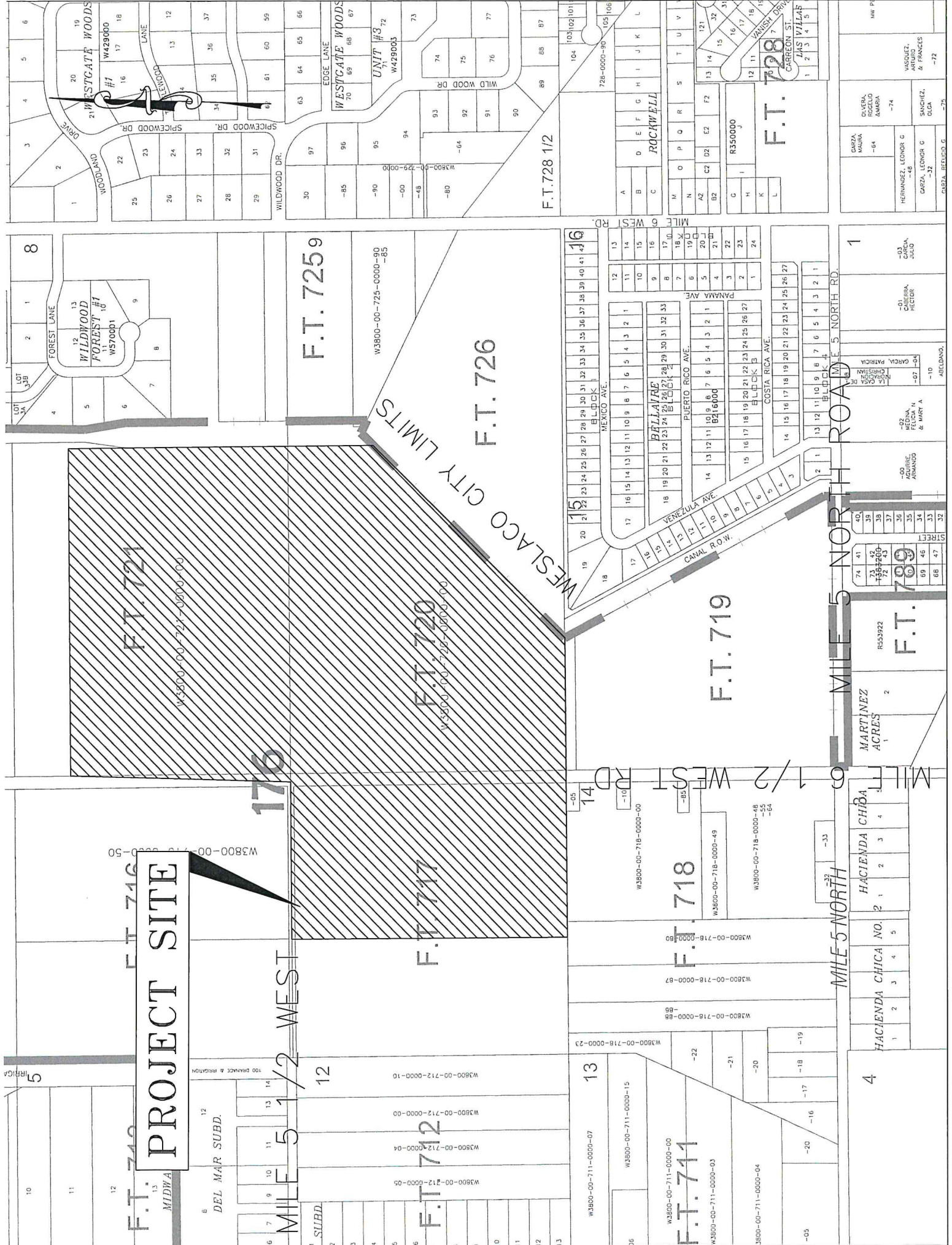
Type of Drainage Area	Runoff Coefficient, C*
Business:	
Downtown areas	0.70 - 0.95
Neighborhood areas	0.50 - 0.70
Residential:	
Single-family areas	0.30 - 0.50
Multi-units, detached	0.40 - 0.60
Multi-units, attached	0.60 - 0.75
Suburban	0.25 - 0.40
Apartment dwelling areas	0.50 - 0.70
Industrial:	
Light areas	0.50 - 0.80
Heavy areas	0.60 - 0.90
Parks, cemeteries	0.10 - 0.25
Playgrounds	0.20 - 0.40
Railroad yard areas	0.20 - 0.40
Unimproved areas	0.10 - 0.30
Lawns:	
Sandy soil, flat, 2%	0.05 - 0.10
Sandy soil, average, 2 - 7%	0.10 - 0.15
Sandy soil, steep, 7%	0.15 - 0.20
Heavy soil, flat, 2%	0.13 - 0.17
Heavy soil, average, 2 - 7%	0.18 - 0.22
Heavy soil, steep, 7%	0.25 - 0.35
Streets:	
Asphaltic	0.70 - 0.95
Concrete	0.80 - 0.95
Brick	0.70 - 0.85
Drives and walks	0.75 - 0.85
Roofs	0.75 - 0.95
*Higher values are usually appropriate for steeply sloped areas and longer return periods because infiltration and other losses have a proportionally smaller effect on runoff in these cases.	

Reference: FHWA, Urban drainage Design Manual HEC-22, (2009)

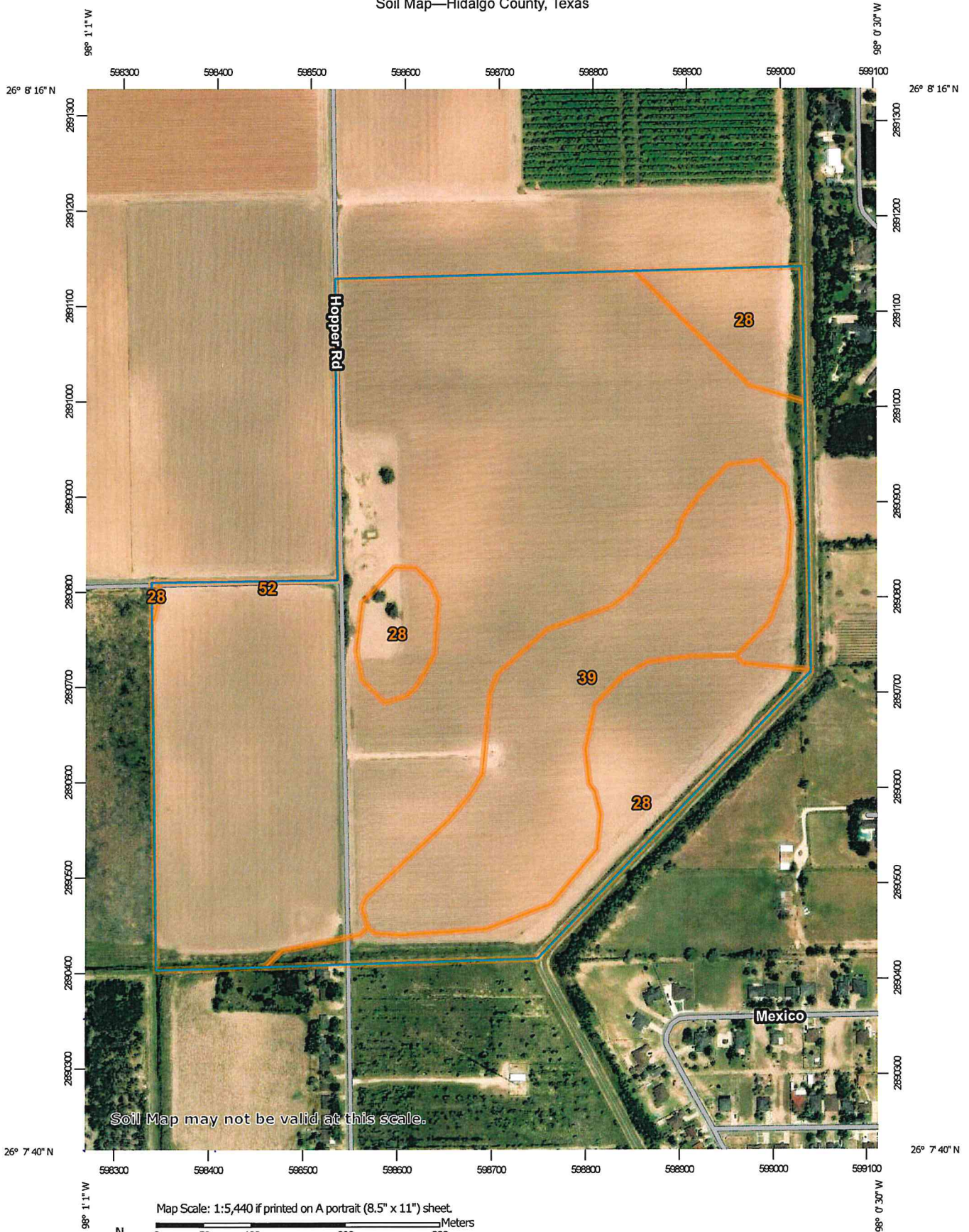
PROJECT SITE



PROJECT SITE



Soil Map—Hidalgo County, Texas



Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	16.2	16.4%
39	Mercedes clay, 0 to 1 percent slopes	17.9	18.2%
52	Raymondville clay loam, 0 to 1 percent slopes	64.4	65.4%
Totals for Area of Interest		98.5	100.0%

Component Legend

This report presents general information about the map units and map unit components in the selected area. It shows map unit symbols and names and the components in each map unit. It also shows the percent of the components in the map units, the kind of component, and the slope range of each component.

Report—Component Legend

Component Legend—Hidalgo County, Texas							
Map unit symbol and name	Map unit acres	Pct. of map unit	Component name	Component kind	Pct. slope		
					Low	RV	High
28—Hidalgo sandy clay loam, 0 to 1 percent slopes	133,968						
		85	Hidalgo	Series	0.0	0.5	1.0
39—Mercedes clay, 0 to 1 percent slopes	9,471						
		85	Mercedes	Series	0.0	0.5	1.0
52—Raymondville clay loam, 0 to 1 percent slopes	37,287						
		85	Raymondville	Series	0.0	0.5	1.0

Data Source Information

Soil Survey Area: Hidalgo County, Texas

Survey Area Data: Version 18, Sep 12, 2019

Map Unit Description

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

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

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

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

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

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

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

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

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

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

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

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

Report—Map Unit Description

Hidalgo County, Texas

28—Hidalgo sandy clay loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2sxxv

Elevation: 20 to 500 feet

Mean annual precipitation: 20 to 27 inches
Mean annual air temperature: 72 to 74 degrees F
Frost-free period: 300 to 365 days
Farmland classification: All areas are prime farmland

Map Unit Composition

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

Description of Hidalgo

Setting

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

Typical profile

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

Properties and qualities

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

Interpretive groups

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

Minor Components

Raymondville

Percent of map unit: 7 percent
Landform: Terraces

Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: Clay Loam (R083DY025TX)
Hydric soil rating: No

Racombes

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

Willacy

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

39—Mercedes clay, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: dblk
Elevation: 10 to 150 feet
Mean annual precipitation: 24 to 34 inches
Mean annual air temperature: 73 to 75 degrees F
Frost-free period: 300 to 365 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

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

Description of Mercedes

Setting

Landform: Delta plains
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous clayey alluvium

Typical profile

H1 - 0 to 19 inches: clay
H2 - 19 to 57 inches: clay
H3 - 57 to 65 inches: clay

Properties and qualities

Slope: 0 to 1 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Moderately well drained

Runoff class: High

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum in profile: 5 percent

Gypsum, maximum in profile: 10 percent

Salinity, maximum in profile: Slightly saline to strongly saline (4.0 to 16.0 mmhos/cm)

Sodium adsorption ratio, maximum in profile: 12.0

Available water storage in profile: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 3s

Land capability classification (nonirrigated): 3s

Hydrologic Soil Group: D

Ecological site: Saline Clay (R083DY015TX)

Hydric soil rating: No

Minor Components

Unnamed

Percent of map unit: 15 percent

Hydric soil rating: No

52—Raymondville clay loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: dbm1

Elevation: 20 to 200 feet

Mean annual precipitation: 23 to 33 inches

Mean annual air temperature: 72 to 73 degrees F

Frost-free period: 300 to 340 days

Farmland classification: Prime farmland if irrigated

Map Unit Composition

Raymondville and similar soils: 85 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Raymondville

Setting

Landform: Delta plains

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Calcareous clayey alluvium

Typical profile

H1 - 0 to 15 inches: clay loam

H2 - 15 to 43 inches: clay loam

H3 - 43 to 65 inches: clay

Properties and qualities

Slope: 0 to 1 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Moderately well drained

Runoff class: Medium

Capacity of the most limiting layer to transmit water (Ksat):

Moderately low to moderately high (0.06 to 0.20 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum in profile: 10 percent

Salinity, maximum in profile: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)

Sodium adsorption ratio, maximum in profile: 8.0

Available water storage in profile: Moderate (about 9.0 inches)

Interpretive groups

Land capability classification (irrigated): 2s

Land capability classification (nonirrigated): 2s

Hydrologic Soil Group: C

Ecological site: Clay Loam (R083DY025TX)

Hydric soil rating: No

Minor Components

Unnamed

Percent of map unit: 15 percent

Hydric soil rating: No

Data Source Information

Soil Survey Area: Hidalgo County, Texas

Survey Area Data: Version 18, Sep 12, 2019

Chemical Soil Properties

This table shows estimates of some chemical characteristics and features that affect soil behavior. These estimates are given for the layers of each soil in the survey area. The estimates are based on field observations and on test data for these and similar soils.

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

Cation-exchange capacity is the total amount of extractable cations that can be held by the soil, expressed in terms of milliequivalents per 100 grams of soil at neutrality (pH 7.0) or at some other stated pH value. Soils having a low cation-exchange capacity hold fewer cations and may require more frequent applications of fertilizer than soils having a high cation-exchange capacity. The ability to retain cations reduces the hazard of ground-water pollution.

Effective cation-exchange capacity refers to the sum of extractable cations plus aluminum expressed in terms of milliequivalents per 100 grams of soil. It is determined for soils that have pH of less than 5.5.

Soil reaction is a measure of acidity or alkalinity. It is important in selecting crops and other plants, in evaluating soil amendments for fertility and stabilization, and in determining the risk of corrosion.

Calcium carbonate equivalent is the percent of carbonates, by weight, in the fraction of the soil less than 2 millimeters in size. The availability of plant nutrients is influenced by the amount of carbonates in the soil.

Gypsum is expressed as a percent, by weight, of hydrated calcium sulfates in the fraction of the soil less than 20 millimeters in size. Gypsum is partially soluble in water. Soils that have a high content of gypsum may collapse if the gypsum is removed by percolating water.

Salinity is a measure of soluble salts in the soil at saturation. It is expressed as the electrical conductivity of the saturation extract, in millimhos per centimeter at 25 degrees C. Estimates are based on field and laboratory measurements at representative sites of nonirrigated soils. The salinity of irrigated soils is affected by the quality of the irrigation water and by the frequency of water application. Hence, the salinity of soils in individual fields can differ greatly from the value given in the table. Salinity affects the suitability of a soil for crop production, the stability of soil if used as construction material, and the potential of the soil to corrode metal and concrete.

Sodium adsorption ratio (SAR) is a measure of the amount of sodium (Na) relative to calcium (Ca) and magnesium (Mg) in the water extract from saturated soil paste. It is the ratio of the Na concentration divided by the square root of one-half of the Ca + Mg concentration. Soils that have SAR values of 13 or more may be characterized by an increased dispersion of organic matter and clay particles, reduced saturated hydraulic conductivity and aeration, and a general degradation of soil structure.

Report—Chemical Soil Properties

Chemical Soil Properties—Hidalgo County, Texas									
Map symbol and soil name	Depth	Cation-exchange capacity	Effective cation-exchange capacity	Soil reaction	Calcium carbonate	Gypsum	Salinity	Sodium adsorption ratio	
	<i>In</i>	<i>meq/100g</i>	<i>meq/100g</i>	<i>pH</i>	<i>Pct</i>	<i>Pct</i>	<i>mmhos/cm</i>		
28—Hidalgo sandy clay loam, 0 to 1 percent slopes									
Hidalgo	0-17	10-18	—	7.9-8.4	1-5	0	0.0-2.0	0-4	
	17-28	10-20	—	7.9-8.4	2-15	0	0.0-3.0	2-5	
	28-38	10-20	—	7.9-8.4	10-35	0	0.0-4.0	2-6	
	38-80	10-20	—	7.9-8.4	10-35	0	0.0-4.0	4-10	
39—Mercedes clay, 0 to 1 percent slopes									
Mercedes	0-19	35-55	—	7.9-8.4	2-5	0-5	0.0-4.0	2-4	
	19-57	40-55	—	7.9-8.4	2-5	0-5	4.0-8.0	4-8	
	57-65	35-55	—	7.9-8.4	2-5	0-10	4.0-16.0	5-12	
52—Raymondville clay loam, 0 to 1 percent slopes									
Raymondville	0-15	25-40	—	7.9-8.4	1-5	0	0.0-4.0	0-2	
	15-43	25-40	—	7.9-8.4	5-10	0	0.0-4.0	0-2	
	43-65	25-40	—	7.9-8.4	5-10	0	0.0-4.0	0-8	

Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 18, Sep 12, 2019

Engineering Properties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

References:

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

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

Report—Engineering Properties

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

Engineering Properties—Hidalgo County, Texas														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>
28—Hidalgo sandy clay loam, 0 to 1 percent slopes														
Hidalgo	85 B		0-17	Sandy clay loam	CL, SC	A-6	0-0-0	0-0-0	100-100-100	95-98-100	86-96-100	44-54-63	25-30-39	11-15-18
			17-28	Sandy clay loam, clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	100-100-100	94-98-100	85-96-100	50-60-75	30-35-44	11-17-22
			28-38	Clay loam, sandy clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	95-97-100	91-94-100	81-93-100	54-68-81	30-38-44	11-17-22
			38-80	Sandy clay loam, clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	96-97-100	91-95-100	82-94-100	57-72-84	30-38-44	11-17-22
39—Mercedes clay, 0 to 1 percent slopes														
Mercedes	85 D		0-19	Clay	CH	A-7-6	0-0-0	0-1-2	85-93-100	80-90-100	80-90-100	75-85-95	55-66-76	32-41-49
			19-57	Clay	CH	A-7-6	0-0-0	0-1-2	85-93-100	80-90-100	80-90-100	75-85-95	50-63-76	32-41-49
			57-65	Clay	CH, CL	A-7-6	0-0-0	0-1-2	85-93-100	80-90-100	80-90-100	75-85-95	48-62-76	32-41-49

Engineering Properties—Hidalgo County, Texas														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 Inches	3-10 Inches	4	10	40	200		
			<i>In</i>				<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	
52—Raymondville clay loam, 0 to 1 percent slopes														
Raymondville	85	C	0-15	Clay loam	CL	A-6, A-7-6	0-0-0	0-0-0	100-100-100	100-100-100	95-98-100	51-68-85	37-44-50	18-24-30
			15-43	Clay, clay loam	CH, CL	A-6, A-7-6	0-0-0	0-0-0	100-100-100	95-98-100	95-98-100	75-85-95	38-47-55	19-27-35
			43-65	Clay, clay loam	CH, CL	A-7-6	0-0-0	0-0-0	100-100-100	85-93-100	80-90-100	75-85-95	40-47-53	20-25-30

Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 18, Sep 12, 2019

Physical Soil Properties

This table shows estimates of some physical characteristics and features that affect soil behavior. These estimates are given for the layers of each soil in the survey area. The estimates are based on field observations and on test data for these and similar soils.

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

Particle size is the effective diameter of a soil particle as measured by sedimentation, sieving, or micrometric methods. Particle sizes are expressed as classes with specific effective diameter class limits. The broad classes are sand, silt, and clay, ranging from the larger to the smaller.

Sand as a soil separate consists of mineral soil particles that are 0.05 millimeter to 2 millimeters in diameter. In this table, the estimated sand content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

Silt as a soil separate consists of mineral soil particles that are 0.002 to 0.05 millimeter in diameter. In this table, the estimated silt content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

Clay as a soil separate consists of mineral soil particles that are less than 0.002 millimeter in diameter. In this table, the estimated clay content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

The content of sand, silt, and clay affects the physical behavior of a soil. Particle size is important for engineering and agronomic interpretations, for determination of soil hydrologic qualities, and for soil classification.

The amount and kind of clay affect the fertility and physical condition of the soil and the ability of the soil to adsorb cations and to retain moisture. They influence shrink-swell potential, saturated hydraulic conductivity (K_{sat}), plasticity, the ease of soil dispersion, and other soil properties. The amount and kind of clay in a soil also affect tillage and earthmoving operations.

Moist bulk density is the weight of soil (oven-dry) per unit volume. Volume is measured when the soil is at field moisture capacity, that is, the moisture content at 1/3- or 1/10-bar (33kPa or 10kPa) moisture tension. Weight is determined after the soil is dried at 105 degrees C. In the table, the estimated moist bulk density of each soil horizon is expressed in grams per cubic centimeter of soil material that is less than 2 millimeters in diameter. Bulk density data are used to compute linear extensibility, shrink-swell potential, available water capacity, total pore space, and other soil properties. The moist bulk density of a soil indicates the pore space available for water and roots. Depending on soil texture, a bulk density of more than 1.4 can restrict water storage and root penetration. Moist bulk density is influenced by texture, kind of clay, content of organic matter, and soil structure.

Saturated hydraulic conductivity (Ksat) refers to the ease with which pores in a saturated soil transmit water. The estimates in the table are expressed in terms of micrometers per second. They are based on soil characteristics observed in the field, particularly structure, porosity, and texture. Saturated hydraulic conductivity (Ksat) is considered in the design of soil drainage systems and septic tank absorption fields.

Available water capacity refers to the quantity of water that the soil is capable of storing for use by plants. The capacity for water storage is given in inches of water per inch of soil for each soil layer. The capacity varies, depending on soil properties that affect retention of water. The most important properties are the content of organic matter, soil texture, bulk density, and soil structure. Available water capacity is an important factor in the choice of plants or crops to be grown and in the design and management of irrigation systems. Available water capacity is not an estimate of the quantity of water actually available to plants at any given time.

Linear extensibility refers to the change in length of an unconfined clod as moisture content is decreased from a moist to a dry state. It is an expression of the volume change between the water content of the clod at 1/3- or 1/10-bar tension (33kPa or 10kPa tension) and oven dryness. The volume change is reported in the table as percent change for the whole soil. The amount and type of clay minerals in the soil influence volume change.

Linear extensibility is used to determine the shrink-swell potential of soils. The shrink-swell potential is low if the soil has a linear extensibility of less than 3 percent; moderate if 3 to 6 percent; high if 6 to 9 percent; and very high if more than 9 percent. If the linear extensibility is more than 3, shrinking and swelling can cause damage to buildings, roads, and other structures and to plant roots. Special design commonly is needed.

Organic matter is the plant and animal residue in the soil at various stages of decomposition. In this table, the estimated content of organic matter is expressed as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter. The content of organic matter in a soil can be maintained by returning crop residue to the soil.

Organic matter has a positive effect on available water capacity, water infiltration, soil organism activity, and tilth. It is a source of nitrogen and other nutrients for crops and soil organisms.

Erosion factors are shown in the table as the K factor (K_w and K_f) and the T factor. Erosion factor K indicates the susceptibility of a soil to sheet and rill erosion by water. Factor K is one of six factors used in the Universal Soil Loss Equation (USLE) and the Revised Universal Soil Loss Equation (RUSLE) to predict the average annual rate of soil loss by sheet and rill erosion in tons per acre per year. The estimates are based primarily on percentage of silt, sand, and organic matter and on soil structure and K_{sat}. Values of K range from 0.02 to 0.69. Other factors being equal, the higher the value, the more susceptible the soil is to sheet and rill erosion by water.

Erosion factor K_w indicates the erodibility of the whole soil. The estimates are modified by the presence of rock fragments.

Erosion factor K_f indicates the erodibility of the fine-earth fraction, or the material less than 2 millimeters in size.

Erosion factor T is an estimate of the maximum average annual rate of soil erosion by wind and/or water that can occur without affecting crop productivity over a sustained period. The rate is in tons per acre per year.

Wind erodibility groups are made up of soils that have similar properties affecting their susceptibility to wind erosion in cultivated areas. The soils assigned to group 1 are the most susceptible to wind erosion, and those assigned to group 8 are the least susceptible. The groups are described in the "National Soil Survey Handbook."

Wind erodibility index is a numerical value indicating the susceptibility of soil to wind erosion, or the tons per acre per year that can be expected to be lost to wind erosion. There is a close correlation between wind erosion and the texture of the surface layer, the size and durability of surface clods, rock fragments, organic matter, and a calcareous reaction. Soil moisture and frozen soil layers also influence wind erosion.

Reference:

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. (<http://soils.usda.gov>)

Report—Physical Soil Properties

Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Physical Soil Properties—Hidalgo County, Texas														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	In	Pct	Pct	Pct	g/cc	micro m/sec	In/in	Pct	Pct					
28—Hidalgo sandy clay loam, 0 to 1 percent slopes														
Hidalgo	0-17	45-55- 70	5-18- 28	20-27- 30	1.35-1.50 -1.65	4.00-9.00-14.00	0.10-0.13-0.18	1.5- 2.7- 5.0	1.0- 1.5- 2.0	.17	.17	5	5	56
	17-28	25-48- 70	10-25- 50	23-27- 35	1.20-1.40 -1.50	4.00-9.00-14.00	0.10-0.13-0.18	1.2- 2.1- 5.0	0.3- 0.6- 1.0	.28	.28			
	28-38	25-35- 70	10-35- 50	23-30- 35	1.20-1.40 -1.60	4.00-9.00-14.00	0.10-0.13-0.18	1.2- 2.3- 5.9	0.1- 0.3- 0.5	.32	.32			
	38-80	25-30- 70	10-40- 50	23-30- 35	1.40-1.50 -1.80	4.00-9.00-14.00	0.10-0.13-0.18	1.0- 2.2- 5.0	0.1- 0.2- 0.3	.32	.32			
39—Mercedes clay, 0 to 1 percent slopes														
Mercedes	0-19	-22-	-28-	40-50- 60	1.35-1.45 -1.55	0.01-0.21-0.42	0.12-0.15-0.18	9.0-17.0-25.0	1.0- 2.0- 3.0	.17	.17	5	4	86
	19-57	-18-	-29-	45-53- 60	1.35-1.48 -1.60	0.01-0.21-0.42	0.09-0.12-0.15	9.0-17.0-25.0	0.1- 0.6- 1.0	.24	.24			
	57-65	-22-	-28-	40-50- 60	1.40-1.55 -1.70	0.01-0.21-0.42	0.06-0.13-0.20	9.0-17.0-25.0	0.1- 0.6- 1.0	.24	.24			

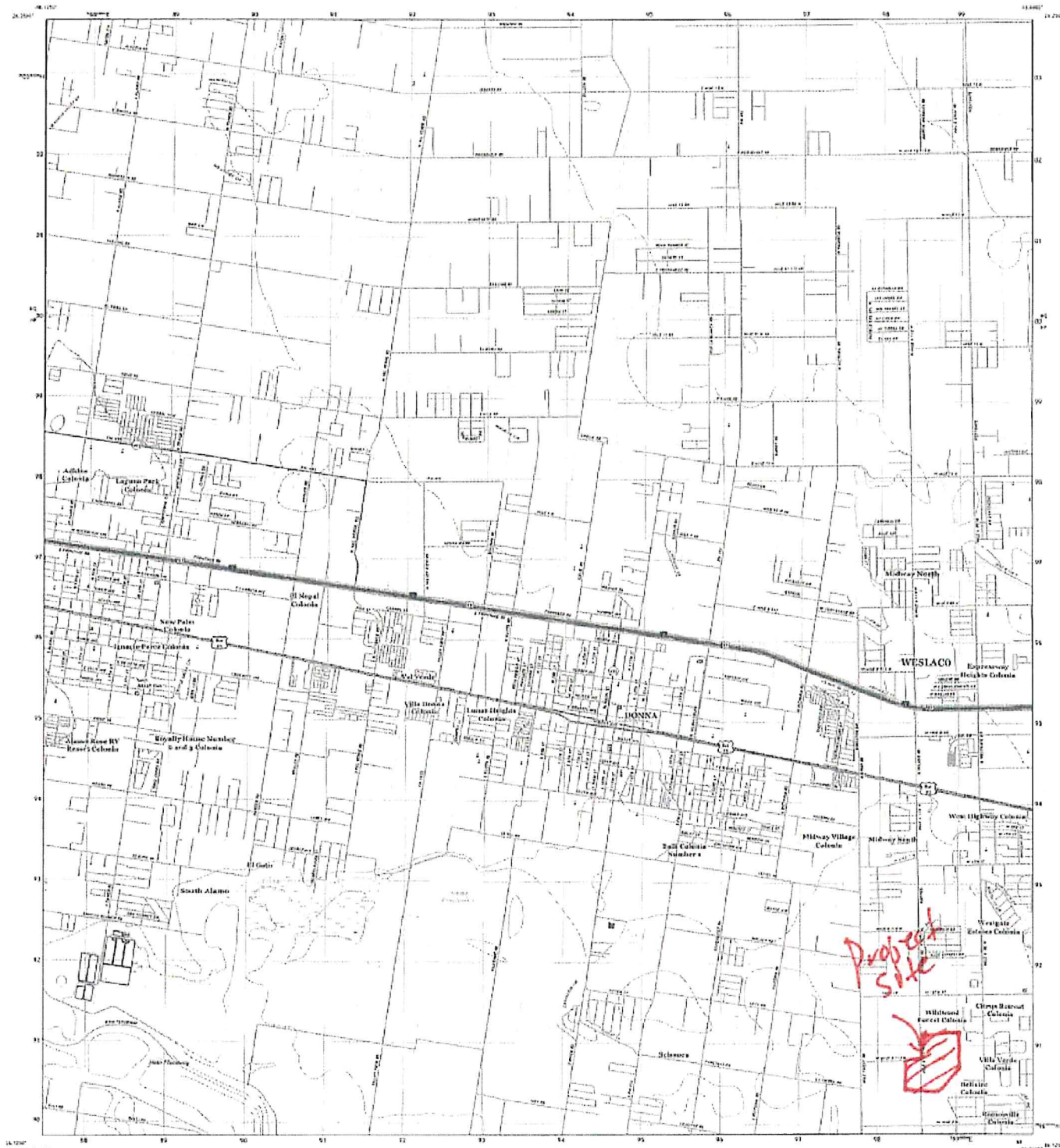
Physical Soil Properties—Hidalgo County, Texas														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	In	Pct	Pct	Pct	g/cc	micro m/sec	In/In	Pct	Pct					
52— Raymondville clay loam, 0 to 1 percent slopes														
Raymondville	0-15	-31-	-33-	32-37- 42	1.20-1.33 -1.45	1.40-2.70-4.00	0.12-0.15-0. 18	6.0- 7.5- 8.9	1.0- 2.0- 3.0	.28	.28	5	4	86
	15-43	-30-	-32-	35-38- 50	1.25-1.35 -1.45	0.42-1.00-1.40	0.12-0.15-0. 18	6.0- 7.5- 8.9	0.5- 0.8- 1.0	.28	.28			
	43-65	-30-	-30-	35-40- 45	1.25-1.35 -1.45	0.42-1.00-1.40	0.12-0.15-0. 18	6.0- 7.5- 8.9	0.1- 0.3- 0.5	.28	.28			

Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 18, Sep 12, 2019

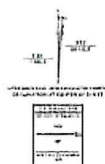


DONNA QUADRANGLE
TEXAS - HIDALGO COUNTY
T. 5. NORTH SERIES



Produced by the United States Geological Survey

North American edition of 1994 (2001):
Practical Business English © 1994 publisher, Prentice Hall
 I am now preparing the 1st French edition for the year, 2002-2003.
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 put forward for this step only. No final action is announced
 as long as they will be drawn. 2002 is pre-final step 2

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learning about the world around them.



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1. Falsche
 2. Im Hain
 3. Enten
 4. Heger
 5. Hain
 6. Im Hain
 7. Hain
 8. Hain

$$h(\lambda) = \int_0^1 \lambda^t \log t \, dt = -\frac{1}{\lambda} \log \lambda$$

Environment Sustainability Story  Rating	Local Government Local Board  Local Council
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Shire of Broome

LGA Broome

State of Western Australia

DONNA, TD



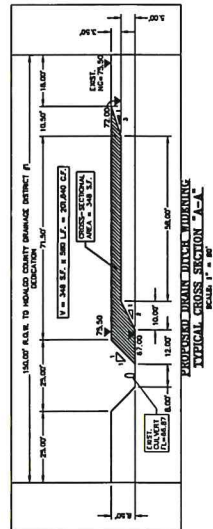
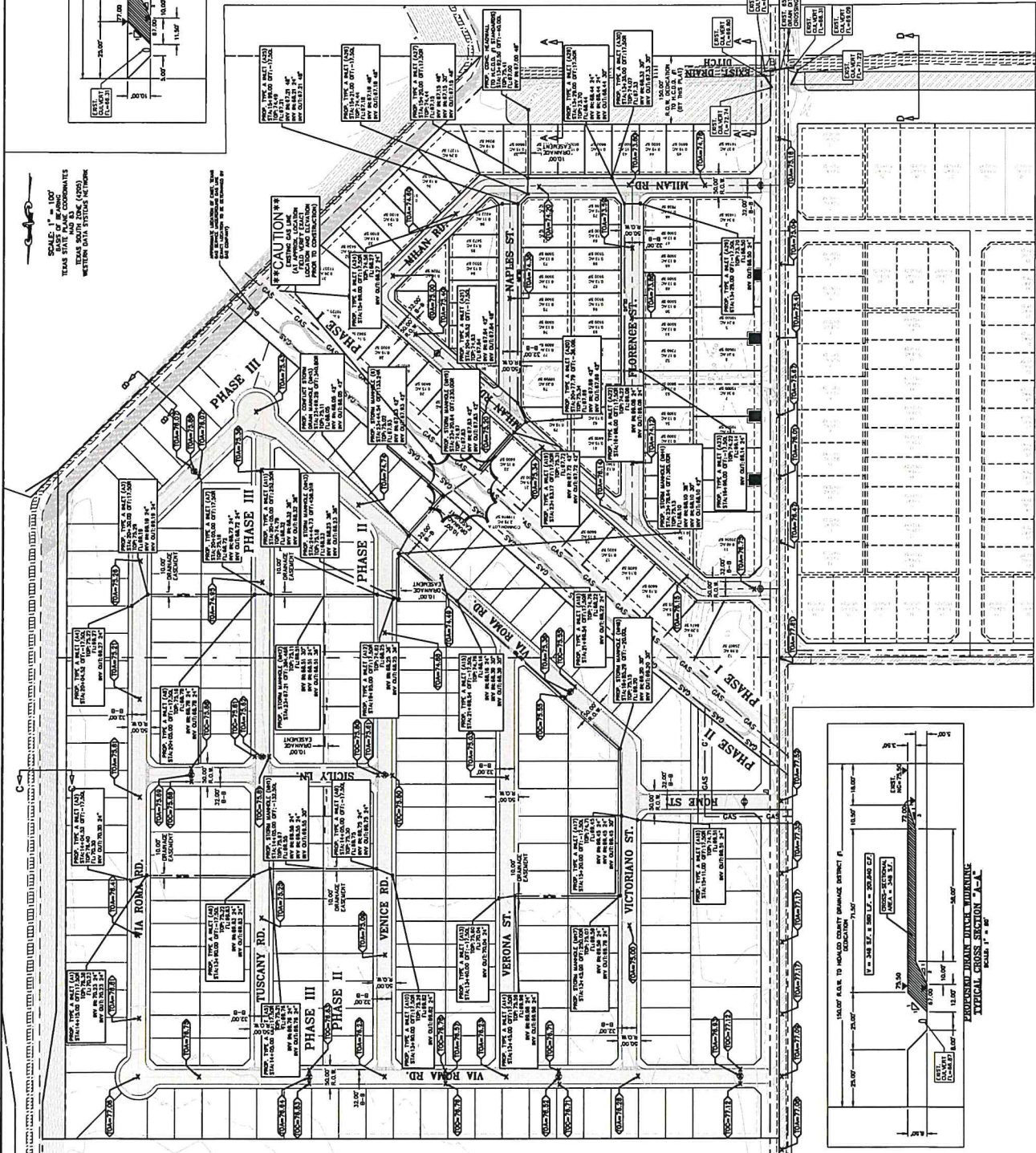
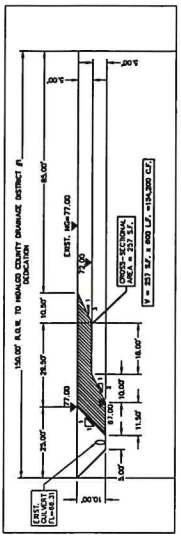
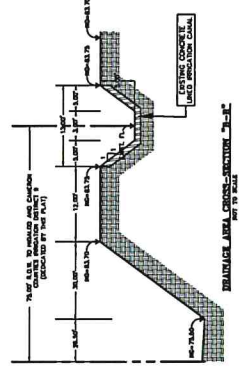
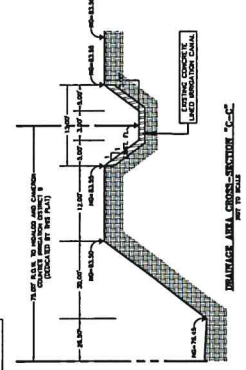
MILANOS ESTATES PHASES I, II, III AND IV SUBDIVISION
CITY OF WESTLACO CITY
HIDALGO COUNTY, TEXAS.

PRELIMINARY

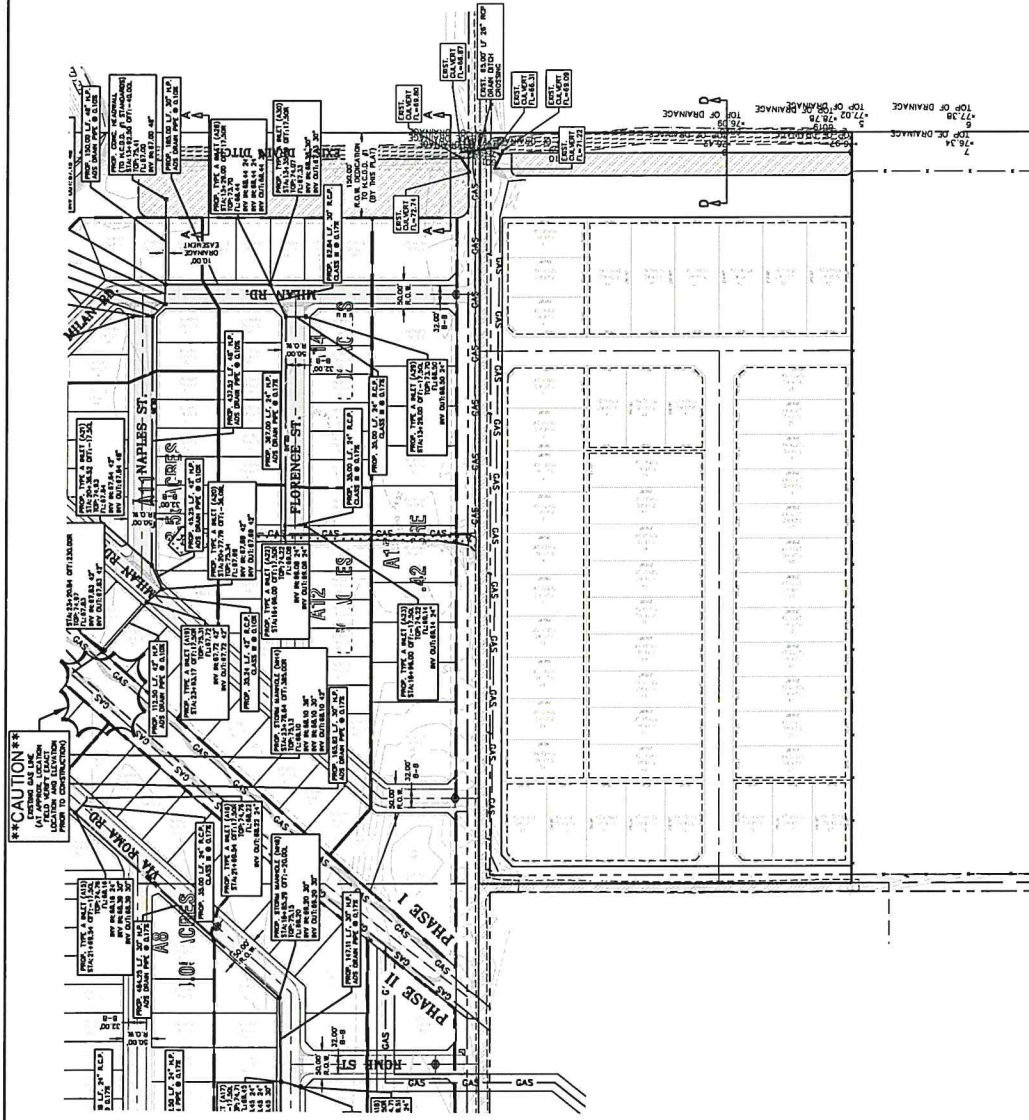
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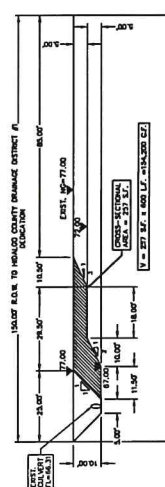
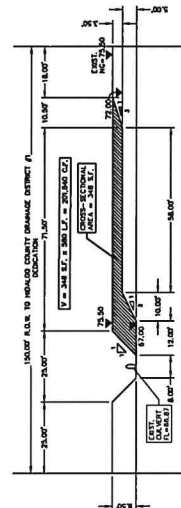


SCALE: 1" = 100'
EAST OF TRUE NORTH
TEAS STATE PLAT 1000000
UTM DATA LISTING IN DRAWING



LEGEND

[Symbol]	EXIST. GRAVE INLET
[Symbol]	EXIST. GATE INLET
[Symbol]	EXIST. TELEPHONE PERSISTAL
[Symbol]	EXIST. GRAVE INLET
[Symbol]	EXIST. LAMP POLE
[Symbol]	EXIST. TRAFFIC POLE
[Symbol]	EXIST. GUY WIRE
[Symbol]	EXIST. POWER POLE
[Symbol]	EXIST. WATER VALVE
[Symbol]	EXIST. FURNACE VALVE
[Symbol]	EXIST. PRETREATMENT
[Symbol]	EXIST. MAIL BOX
[Symbol]	EXIST. BRICK MAIL BOX
[Symbol]	EXIST. WATER METER



RIO DELTA ENGINEERING
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821 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5063

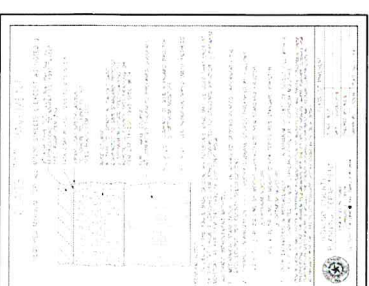
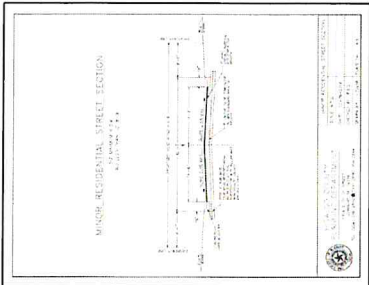
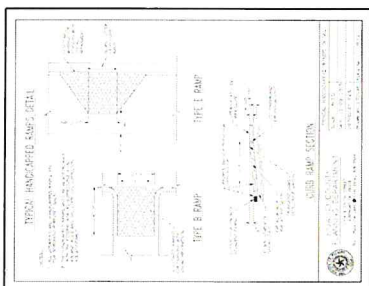
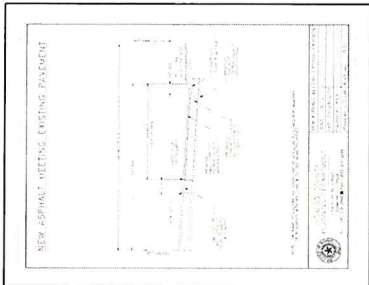
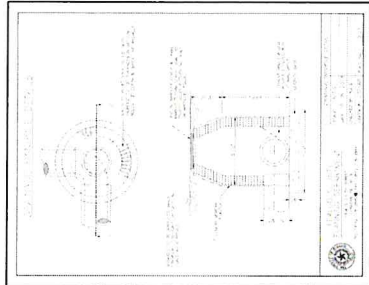
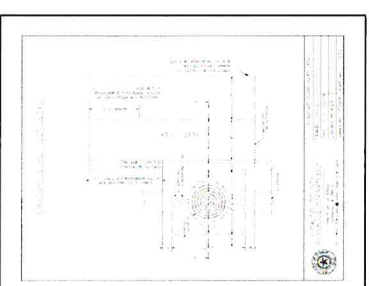
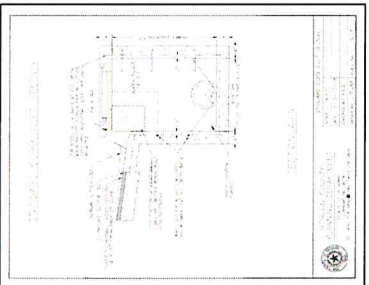
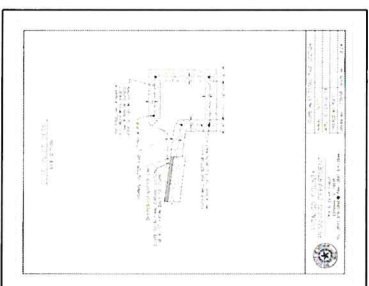
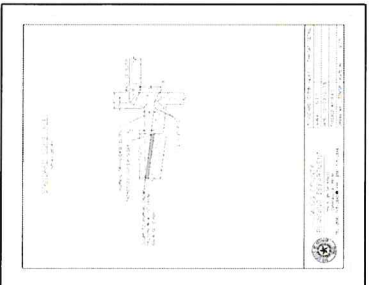
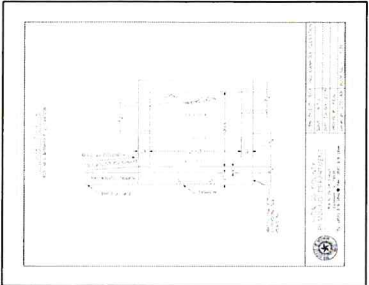
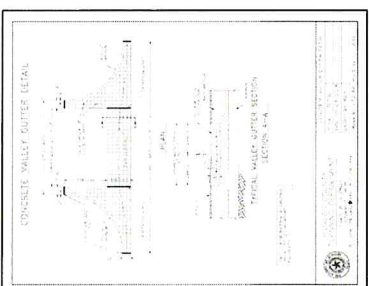
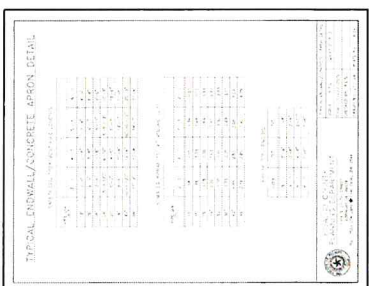
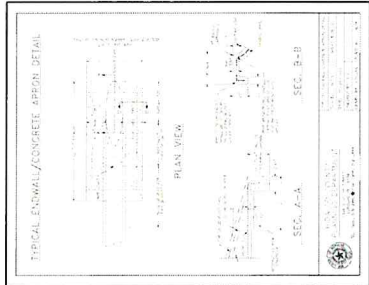
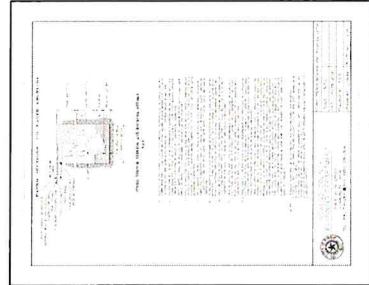


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PRELIMINARY

STORM SEWER OVERALL LAYOUT
MILANOS ESTATES PHASES I, II, III AND IV SUBDIVISION
CITY OF WESTLACO ETJ
HIDALGO COUNTY, TEXAS.

DESIGNED BY	W. CARDEN P.E. R.P.E.
DRAWN BY	W. CARDEN P.E. R.P.E.
CHECKED BY	W. CARDEN P.E. R.P.E.
DATE	APRIL 25, 2020
PROJECT	515 18 028
REVISIONS	
PAGE NO.	2 OF 3



DATE OF PREPARATION: MAY, 2020

MILANOS ESTATES PHASE III SUBDIVISION

BEING A 2.24 ACRES TRACT OF LAND LINGING AND SITUATED IN HIDALGO COUNTY, TEXAS, SAID 2.24 ACRES TRACT BEING OUT OF AND FORMING A PART PORTION OF AIN TRACTS 179 AND 171 WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OF PLAT RECORDED IN VOLUME 1 PAGE 14-17 MAP RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS - COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
I, the undersigned, being duly qualified and sworn to as a Notary Public for the County of Hidalgo, State of Texas, do hereby certify that the within and foregoing plat and map were duly prepared and approved by the proper authorities of the County of Hidalgo, State of Texas, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes.

NOTARY PUBLIC
COMMISSION EXPIRES: MAY 2024

STATE OF TEXAS - COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE
I, the undersigned, being duly qualified and sworn to as a Notary Public for the County of Hidalgo, State of Texas, do hereby certify that the within and foregoing plat and map were duly prepared and approved by the proper authorities of the County of Hidalgo, State of Texas, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes.

NOTARY PUBLIC
COMMISSION EXPIRES: MAY 2024

EXPERIMENTAL, HEALTH DEPARTMENT MANAGER

HIDALGO COUNTY (DRAINAGE DISTRICT NO. 1) CERTIFICATE
I, the undersigned, being duly qualified and sworn to as a Notary Public for the County of Hidalgo, State of Texas, do hereby certify that the within and foregoing plat and map were duly prepared and approved by the proper authorities of the County of Hidalgo, State of Texas, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes.

NOTARY PUBLIC
COMMISSION EXPIRES: MAY 2024

STATE OF TEXAS - CITY OF MESQUITE
PLAY APPROVAL CERTIFICATE
I, the undersigned, being duly qualified and sworn to as a Notary Public for the City of Mesquite, State of Texas, do hereby certify that the within and foregoing plat and map were duly prepared and approved by the proper authorities of the City of Mesquite, State of Texas, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes.

EXPERIMENTAL, HEALTH DEPARTMENT MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAY APPROVAL
I, the undersigned, being duly qualified and sworn to as a Notary Public for the County of Hidalgo, State of Texas, do hereby certify that the within and foregoing plat and map were duly prepared and approved by the proper authorities of the County of Hidalgo, State of Texas, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes.

EXPERIMENTAL, HEALTH DEPARTMENT MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAY APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)
I, the undersigned, being duly qualified and sworn to as a Notary Public for the County of Hidalgo, State of Texas, do hereby certify that the within and foregoing plat and map were duly prepared and approved by the proper authorities of the County of Hidalgo, State of Texas, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes.

EXPERIMENTAL, HEALTH DEPARTMENT MANAGER

HIDALGO COUNTY
PLAY APPROVAL
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9
I, the undersigned, being duly qualified and sworn to as a Notary Public for the County of Hidalgo, State of Texas, do hereby certify that the within and foregoing plat and map were duly prepared and approved by the proper authorities of the County of Hidalgo, State of Texas, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes.

EXPERIMENTAL, HEALTH DEPARTMENT MANAGER

STATE OF TEXAS - COUNTY OF HIDALGO
CERTIFICATE OF PLAY APPROVAL
I, the undersigned, being duly qualified and sworn to as a Notary Public for the County of Hidalgo, State of Texas, do hereby certify that the within and foregoing plat and map were duly prepared and approved by the proper authorities of the County of Hidalgo, State of Texas, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes.

EXPERIMENTAL, HEALTH DEPARTMENT MANAGER

GENERAL NOTES

1. FROM THESE NOTES:
2. THE PLAT IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF HIDALGO COUNTY, TEXAS, ON MAY 15, 2020.
3. THE PLAT IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF CAMERON COUNTY, TEXAS, ON MAY 15, 2020.
4. THE PLAT IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF HIDALGO COUNTY, TEXAS, ON MAY 15, 2020.
5. THE PLAT IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF CAMERON COUNTY, TEXAS, ON MAY 15, 2020.
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16. THE PLAT IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF HIDALGO COUNTY, TEXAS, ON MAY 15, 2020.
17. THE PLAT IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF CAMERON COUNTY, TEXAS, ON MAY 15, 2020.
18. THE PLAT IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF HIDALGO COUNTY, TEXAS, ON MAY 15, 2020.
19. THE PLAT IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF CAMERON COUNTY, TEXAS, ON MAY 15, 2020.
20. THE PLAT IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF HIDALGO COUNTY, TEXAS, ON MAY 15, 2020.



HIDALGO COUNTY
CERTIFICATE OF PLAY APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)
I, the undersigned, being duly qualified and sworn to as a Notary Public for the County of Hidalgo, State of Texas, do hereby certify that the within and foregoing plat and map were duly prepared and approved by the proper authorities of the County of Hidalgo, State of Texas, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes.

EXPERIMENTAL, HEALTH DEPARTMENT MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAY APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)
I, the undersigned, being duly qualified and sworn to as a Notary Public for the County of Hidalgo, State of Texas, do hereby certify that the within and foregoing plat and map were duly prepared and approved by the proper authorities of the County of Hidalgo, State of Texas, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes, and that the same are in full compliance with the provisions of the Subdivision Map Act, Chapter 208, of the Texas Civil Statutes.

EXPERIMENTAL, HEALTH DEPARTMENT MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAY APPROVAL
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EXPERIMENTAL, HEALTH DEPARTMENT MANAGER

RIO DELTA ENGINEERING
FIRM REGISTRATION NO. F-7628
SURVEY FIRM NO. 10194027
221 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



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OR ANY OTHER
PURPOSES.

PRELIMINARY

MILANOS ESTATES PHASE III SUBDIVISION
HIDALGO COUNTY
PLAT SHEET

OWNER: MILANOS ESTATES P.E. R.P.L.
PREPARED BY: UVAH GARCIA P.E. R.P.L.
DRAWN BY: UVAH GARCIA P.E. R.P.L.
CHECKED BY: OSCAR ALAMON JR.
DATE: AS SHOWN
SCALE: 1" = 40' 0.00'
SHEET NO. 2 OF 2



FILED FOR RECORD IN
THE OFFICE OF THE CLERK OF
THE DISTRICT COURT OF
HIDALGO COUNTY, TEXAS
ON MAY 15, 2020
AT 10:00 AM
BY: [Signature]
CLERK OF DISTRICT COURT

THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT AS FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF HIDALGO COUNTY, TEXAS, ON MAY 15, 2020, AT 10:00 AM, BY [Signature], CLERK OF DISTRICT COURT.

NAME	ADDRESS	PHONE & FAX
DAVID M. GARCIA	P.O. BOX 2601 EDINBURG, TX 78539	(956) 380-5152 (FAX) 380-5083
UVAH GARCIA	P.O. BOX 2601 EDINBURG, TX 78539	(956) 380-5152 (FAX) 380-5083
OSCAR ALAMON JR.	P.O. BOX 2601 EDINBURG, TX 78539	(956) 380-5152 (FAX) 380-5083

WESLACO FIRE MARSHAL'S OFFICE
255 S. Kansas
Weslaco, Texas 78596
(956) 447-3415 Fax (956) 969-4921

DATE: 4/14/20

OCCUPANCY CLASS: Subdivision

FACILITY NAME: Milano's Estates All Phases

PHYSICAL & MAILING ADDRESS: Mile 6 1/2 West by Mile 5 1/2 North

PLAN REVIEW – CHECK OFF LIST

PHONE #: _____

OWNER/MANAGER: _____

X		Approved as submitted	X	with notes
X	X	Shall have fire hydrant within 400'. Shall have 4 1/2" outlet facing the street with 18" to 24" clearance from bottom of outlet to grade level for hydrant wrench. Hydrants shall be marked on the streets with reflective blue marker to show location of hydrants. Hydrants shall have 3' clearance from any fences, poles, brush, etc.		
X	X	Access roads shall be 26' minimum with hydrant unobstructed, 20' without hydrant unobstructed. All weather surface road that supports the imposed loads of fire apparatus shall be in place (concrete or asphalt).		
X	X	Fire apparatus access road shall comply with IFC 2015 Edition, Appendix D. (Cul-de-sac, wye, hammerhead)		
X	X	All access gates to property shall have specs submitted to our office. Shall maintain a 20' clearance or 12' on each side of an island, if present, prior to installation of gate. Shall provide Knox Box Gate Entry System if the gate is automated. Chained gates shall have a Knox padlock in place. If the gate system is automated, all gates in the system shall open automatically. If gated		
X	X	Shall pay appropriate fees for the following:	X	Plan review (\$75.00)
		Sprinkler system plan review		Aboveground hydro test
				Fire alarm plan review
				Fire alarm trip test
				Underground hydro test
				Suppression system trip test

Asst. Fire Marshal Mike Swinnea
FIRE MARSHAL/FIRE INSPECTOR

Rebekah M. De La Fuente

From: Rebekah M. De La Fuente
Sent: Thursday, April 23, 2020 9:36 AM
To: RIO DELTA ENGINEERING
Subject: RE: Milanos Estates Phase I
Attachments: Milanos Estates Phase I Subdivision.doc

Good Morning

Below and attached are the comments for the subdivision review. Once you have addressed all the comments please email me a revised pdf copy of the plat sheets. After all the departments have cleared the subdivision we will be able to proceed with Subdivision platting.

Fire Comments: (See attached)

Approved with comments. Please add \$75.00 fire plan review fee.

Planning Comments:

- Identify the point of commencement
- Metes and bounds description must match plan view as provided. Fix Minor Corrections on measurements
- Indicate location and size of sidewalk on paving sheet
- FYI- A Stormwater Pollution Prevention Plan (SW3P) must be submitted prior to the issuance of a notice to proceed.
- Add Plat Note: Streetlight must be located every 300 feet
- Proposed street names need to be aligned with existing streets.- submit street names to 911 addressing for approval
- All residential lots must have 6000sqft with a minimum lot width of 50 feet and a depth of no less than 100 feet.
- Add Plat Note: No permanent structures are permitted over any easements.
- Minimum Building Setback lines shall be as follows: Rear: 20 percent of the depth of the lot, but such depth need not be more than 25 feet. Proposed rear setback would require a variance request.
- Update Plat Note 15: A 5ft. sidewalk is required along exterior perimeter upon the issuance of a notice to proceed.
- Add Plat Note: A 4 ft. sidewalk is required along all streets upon the issuance of a building permit. On corner lots, the owner shall be responsible for the sidewalk along all streets adjoining the lot
- Add Plat Note: Corners lot driveways should be constructed at furthest possible point from intersections and in compliance with access management ordinance.
- Remove Plat Notes that reference OSSF, development will be tying into City Sanitary Sewer

Engineering Comments:

Plat:

- Show Phasing Breakline
- Show POC on Plat Map
- All Block Corners shall have a concrete monument, exterior block corners shall note Elevations and Coordinates.

General P&Ps

- Off-Site Water Line Callouts only show a total LF. We would like to see lengths per sheet once Construction Plans are to be released.

Sheet 4:

- Missing NG on a section around STA 19+00

- SS MH STA 10+00 does not have a call out on plan. Is this existing or proposed?

Sheet 6:

- Missing Gas Line Crossing STA 40+00
- MH Spacing to be up to 500 LF

Sanitary Sewer Layout On-Site

- Ensure SS MHs are to the top of the proposed road centerline

Storm Sewer Layout

- Ensure that any Storm Lines underneath roads are RCP and are labeled appropriately.

Public Works Comments

Missing water service details and sewer service and manhole details. DFW meter boxes with blue lids with antenna hole must be installed , composite manhole covers to be used. All valves and Hydrants must be Mueller.

Rebekah de la Fuente, CFM

Planning Director

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



From: RIO DELTA ENGINEERING <riodelta2004@yahoo.com>

Sent: Monday, April 13, 2020 10:56 AM

To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>

Subject: Re: Milanos Estates Phase I

Good morning, attached are the set of plans and drainage report. Please let us know if you need anything else. Thanks.

Edwin Pena
Rio Delta Engineering
921 South 10th Avenue
Edinburg, TX 78539
(956) 380-5152 (phone)
(956) 380-5083 (fax)

117 Rio Vista Boulevard
Rio Grande City, TX 78582
(956) 263-1041 (phone)
(956) 263-1112 (fax)

16607 Blanco Road, Suite #1403
San Antonio, TX 78232
(210) 462-1365 (phone)

On Monday, April 13, 2020, 08:36:14 AM CDT, Rebekah M. De La Fuente <rdelafuente@weslacotx.gov> wrote:

Good Morning,

We are in receipt of your submittals, please submit PDF copies of the plats sheets and drainage report so we can began to route for review.

Thank you

Rebekah de la Fuente, CFM

Planning Director



City of Weslaco

255 S. Kansas Avenue

Weslaco, TX 78596

Ph: (956) 447-3401

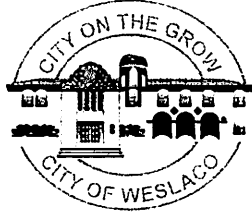
Fax: (956) 973-3128

rdelafuente@weslacotx.gov

Asst. Fire Marshal Mike Swinea
FIRE MARSHAL/FIRE INSPECTOR

City of Weslaco

"The City on the Grow"



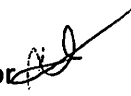
David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

INTERNAL MEMO

DATE: April 13, 2020

TO: Albert Aldana/ Peter Hermida, Engineer III
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, Planning & Code Enforcement Director 

SUBJECT: Subdivision Review Meeting

A subdivision review meeting will be held on Thursday, April 23, 2020 in the Planning Department Conference Room B. It is imperative that you attend. Listed below is the subdivision that will be discussed:

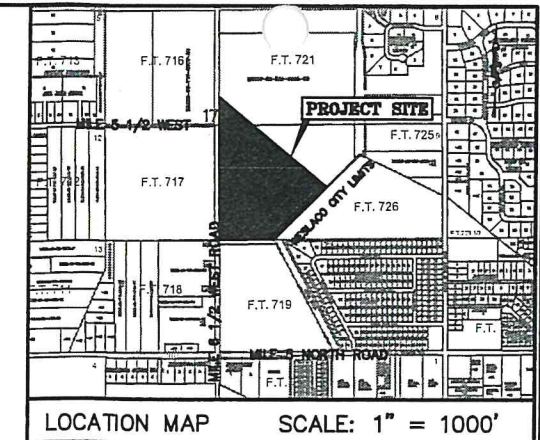
➤ **Milanos Estates Phase I**

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.

MILANOS ESTATES PHASE I SUBDIVISION

BEING A 26.43 ACRES TRACT OF LAND LYING AND SITUATED IN HIDALGO COUNTY, TEXAS, SAID 26.43 ACRES TRACT BEING OUT OF AND FORMING A PART PORTION OF FARM TRACTS 720 AND 721, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



SCALE: 1" = 100'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

LEGEND

- △ SET C-P-S
- SET C-P-S
- SET 1/2" IRON ROD
- SET 1/2" IRON ROD
- SET 5/8" IRON ROD
- SET 60-D NAIL
- SET PK NAIL
- STORM INLET
- POWER POLE
- FIRE HYDRANT
- IRR. STAND PIPE
- CHAIN LINK FENCE
- EXIST. WATER METER
- EXIST. GAS SPOTTING
- TELEPHONE PEDESTAL
- POWER POLE
- TRAFFIC SIGN

ABBREVIATION LEGEND

- F.B.S.L. FRONT BUILDING SETBACK LINE
- R.B.S.L. REAR BUILDING SETBACK LINE
- S.B.S.L. SIDE BUILDING SETBACK LINE
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- S.W.C. SOUTHWEST CORNER
- F.T. FARM TRACT
- F.M. FARM-TO-MARKET
- C.P. CENTRAL POWER & LIGHT CO.
- D.H.C. DEED RECORDS OF HIDALGO COUNTY
- U.E. UTILITY EASEMENT
- M.W.S.C. METRIC WATER SUPPLY CORP.
- U.E. UTILITY EASEMENT
- S.S.F. SANITARY SEWAGE FACILITY
- E. CENTER LINE
- R.C.D. HIDALGO COUNTY DRAINAGE DIST. #1

METES AND BOUNDS DESCRIPTION

BEING A 26.43 ACRES TRACT OF LAND LYING AND SITUATED IN HIDALGO COUNTY, TEXAS, SAID 26.43 ACRES TRACT BEING OUT OF AND FORMING A PART PORTION OF FARM TRACTS 720 AND 721, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

AND SAID 26.43 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON-PICKER-SPINDLE FOUND AT THE NORTHWEST CORNER OF FARM TRACT 722 OF THE SAID WEST TRACT SUBDIVISION, SAME BEING THE POINT OF INTERSECTION BETWEEN THE CENTERLINES OF MILE 6 NORTH ROAD (AKA. 18TH STREET) AND MILE 6 1/2 WEST ROAD (AKA. HOPPER ROAD);

THENCE S 11°22'22" E ALONG THE WEST LINE OF THE SAID FARM TRACTS 722 AND 721, SAME BEING ALONG THE CENTERLINE OF MILE 6 1/2 WEST ROAD (AKA. HOPPER ROAD), PASSING AT 1320.00 A COTTON-PICKER-SPINDLE FOUND AT THE NORTHWEST CORNER OF THE SAID FARM TRACT 721, SAME POINT BEING THE SOUTHWEST CORNER OF THE SAID FARM TRACT 722, AND CONTINUING FOR A TOTAL DISTANCE OF 2403.76 FEET TO A COTTON-PICKER-SPINDLE SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE N 88°47'38" E ACROSS THE SAID FARM TRACT 721, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 1/2 WEST ROAD (AKA. HOPPER ROAD), A DISTANCE OF 20.00 FEET TO A 1/2-CAPPED IRON ROD SET, FOR AN INNER CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 52°51'19" E ACROSS THE SAID FARM TRACTS 721 AND 720, SAME BEING IN PART ALONG THE NORTHERN LINE OF A CALLED EASEMENT AND RIGHT-OF-WAY FOR PIPELINE TO RIO GRANDE VALLEY GAS COMPANY, RECORDED IN VOLUME 1841, PAGE 534, DEED RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 455.31 FEET TO A 1/2-CAPPED IRON ROD SET, FOR A BEAD IN LINE OF THE HEREIN DESCRIBED TRACT;

THENCE S 50°29'25" E ACROSS THE SAID FARM TRACT 720, SAME BEING ALONG THE NORTHERN LINE OF THE SAID EASEMENT AND RIGHT-OF-WAY FOR PIPELINE TO RIO GRANDE VALLEY GAS COMPANY, TO A POINT ON THE EAST LINE OF THE SAID FARM TRACT 720, A DISTANCE OF 1072.14 FEET TO A 1/2-CAPPED IRON ROD SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 44°24'22" W ALONG THE EAST LINE OF THE SAID FARM TRACT 720, SAME BEING ALONG THE NORTH LINE OF FARM TRACT 726 OF THE SAID WEST TRACT SUBDIVISION, TO THE MOST SOUTHERLY SOUTHEAST CORNER OF THE SAID FARM TRACT 720, SAME POINT BEING THE SOUTHWEST CORNER OF THE SAID FARM TRACT 726, A DISTANCE OF 782.56 FEET TO A 1/2-CAPPED IRON ROD SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 88°47'38" W ALONG THE SOUTH LINE OF THE SAID FARM TRACT 720, SAME BEING ALONG THE NORTH LINE OF FARM TRACT 719 OF THE SAID WEST TRACT SUBDIVISION, TO THE SOUTHWEST CORNER OF THE SAID FARM TRACT 720, SAME POINT BEING THE NORTHWEST CORNER OF THE SAID FARM TRACT 719, PASSING AT 845.00 FEET A 1/2-CAPPED IRON ROD SET ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 1/2 WEST ROAD (AKA. HOPPER ROAD), AND CONTINUING FOR A TOTAL DISTANCE OF 680.00 FEET TO A COTTON-PICKER-SPINDLE FOUND ON THE CENTERLINE OF MILE 6 1/2 WEST ROAD (AKA. HOPPER ROAD), SAID COTTON-PICKER-SPINDLE FOUND BEING DISTANT N 11°22'22" W 1320.34 FEET FROM A COTTON-PICKER-SPINDLE FOUND AT THE SOUTHWEST CORNER OF THE SAID FARM TRACT 719, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 11°22'22" W ALONG THE WEST LINE OF THE SAID FARM TRACTS 720 AND 721, SAME BEING ALONG THE CENTERLINE OF MILE 6 1/2 WEST ROAD (AKA. HOPPER ROAD), PASSING AT 1320.00 A COTTON-PICKER-SPINDLE SET AT THE NORTHWEST CORNER OF THE SAID FARM TRACT 720, SAME POINT BEING THE SOUTHWEST CORNER OF THE SAID FARM TRACT 721, AND CONTINUING FOR A TOTAL DISTANCE OF 1556.24 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 26.43 ACRES OF LAND, MORE OR LESS, OUT OF WHICH 0.71 ACRES LIE WITHIN THE EXISTING RIGHT-OF-WAY OF MILE 6 1/2 WEST ROAD (AKA. HOPPER ROAD).

STATE OF TEXAS - COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY HEREBY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPping OF INTERESTS, OR VIOLATIONS OF ANY LAWS OR ORDINANCES IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SURVEYOR'S REGULATIONS OF THE CITY OF WELLS AND HIDALGO COUNTY, TEXAS.



IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6488
SURVEY FIRM # 10194027

INDEX TO SHEETS OF HIDALGO ESTATES SUBDIVISION

SHEET 1: HEADING, INDEX, LOCATION MAP, PRINCIPAL CONTACTS, MAP, LOT, STREETS, AND EASEMENT LAYOUT, DESCRIPTION, METES AND BOUNDS, ENGINEERS' AND SURVEYORS' CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DECLARATION, CERTIFICATION, COUNTY APPROVAL CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES, H.C.D.H. H.C.D.H. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

DATE: APRIL 9, 2020

PROJECT: SUB 19 028

REVISIONS:

PAGE NO. 1 OF 2

NAME	ADDRESS	PHONE & FAX
OWNER(S): VICTOR J. DANIEL	P.O. BOX 2804	EDINBURG, TX. 78539
SURVEYOR: IVAN GARCIA	P.E. R.P.L.S. 921 S. 10TH AVENUE	EDINBURG, TX. 78539 (956) 380-5152 (956) 380-5083
ENGINEER: IVAN GARCIA	P.E. R.P.L.S. 921 S. 10TH AVENUE	EDINBURG, TX. 78539 (956) 380-5152 (956) 380-5083

RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF IVAN GARCIA, P.E. 115822 ON APRIL 9, 2020. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

ISSUED FOR: PRELIMINARY

PLAT SHEET
MILANOS ESTATES PHASE I SUBDIVISION
HIDALGO COUNTY, TEXAS.

DRAWN BY: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.

CHECKED BY: IVAN GARCIA P.E. R.P.L.S.
DRAWN BY: OSCAR ALARCON JR.

SCALE: AS SHOWN

DATE: APRIL 9, 2020

PROJECT: SUB 19 028

REVISIONS:

PAGE NO. 1 OF 2

MILANOS ESTATES PHASE I SUBDIVISION

BEING A 26.43 ACRES TRACT OF LAND LYING AND SITUATED IN HIDALGO COUNTY, TEXAS, SAID 26.43 ACRES TRACT BEING OUT OF AND FORMING A PART PORTION OF FARM TRACTS 720 AND 721, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS - COUNTY OF HIDALGO OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, VICTOR J. DANIEC, AS OWNER OF THE 6.25 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MILANOS ESTATES PHASE I SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE, TO PUBLIC USE OF, STREETS, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 532.002 AND THAT:

- (A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

VICTOR J. DANIEC
P.O. BOX 2804
EDINBURG, TX. 78536

DATE: _____

STATE OF TEXAS - COUNTY OF HIDALGO PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED VICTOR J. DANIEC, PROVED TO ME, THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SHOWN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2020

NOTARY PUBLIC MY COMMISSION EXPIRES _____

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 46.21(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 ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

IVAN GARCIA, P.E., R.P.L.S.
GENERAL MANAGER

DATE: _____

STATE OF TEXAS - CITY OF WESLACO PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF WESLACO, HEREBY CERTIFY THAT VICTOR J. DANIEC'S PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEN MY APPROVAL IS REQUIRED.

CITY MAYOR DATE: _____ ATTEST: CITY SECRETARY DATE: _____

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEN MY APPROVAL IS REQUIRED.

PLANNING AND ZONING COMMISSION CHAIRMAN DATE: _____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF HIGHLAND MANOR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON THIS _____ DAY OF _____, 2020.

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE: _____

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

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MILANOS ESTATES PHASE I SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS _____ DAY OF _____, 2020.

HIDALGO COUNTY JUDGE DATE: _____

ATTEST: HIDALGO COUNTY CLERK DATE: _____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT IS APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT # 9

DATED THIS _____ DAY OF _____, 20____.

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No.9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. #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.
- H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER WATER SYSTEM TO ANY LOT WITH IN THIS SUBDIVISION, AS WELL AS H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR DELIVERY OF WATER TO ANY LOT WITH IN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
- H.C.C.I.D. #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No.9 DATE: _____

STATE OF TEXAS - COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

IVAN GARCIA, P.E., R.P.L.S.
REG. PROFESSIONAL ENGINEER NO. 115662

DATE: _____



GENERAL NOTES:

1. FEMA FLOOD ZONE STATEMENT:

THE SUBDIVISION IS IN ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD, ACCORDING TO THE FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO.: 480334 0525 B MAP REVISED: JANUARY 2, 1981.

2. SETBACKS:

FRONT: 50.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 8.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON THE LOTS. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOTS. ANY OTHER USE SHALL REQUIRE HEALTH, PLANNING AND FIRE MARSHALL APPROVAL.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE OR 18" ABOVE THE CENTER LINE OF MILE 11 NORTH ROAD, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

---B.M. NO. 1---, ELEV. 21.18 N.G.V.D. 88, DESCRIPTIONS: PK NAIL IN EDGE OF PAVEMENT ALONG MILE 11 NORTH ROAD, GPS POINT, GRID COORDINATES: N 16613229.0000, E 1146255.1250.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 388,881 GALLONS OF STORM WATER RUNOFF. RUNOFF WILL BE DETAINED IN DETENTION GREEN AREAS IN THE LOTS.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. 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 CERTIFIES THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCD AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEMS ARE BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEMS SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

12. VICTOR J. DANIEC, THE OWNER & SUBDIVIDER OF THIS SUBDIVISION, RETAIN A BLANKET EASEMENT UPON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13. THE OWNER OF THE LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT WITH REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH, AND RE-GRADING OF ROADSIDE DITCH TO COUNTY SPECIFICATIONS AT THE TIME OF APPLICATION FOR CONSTRUCTION.

14. THE LOT SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.1.

15. 4.00 FEET SIDEWALKS ARE REQUIRED BY CITY ALONG ALL EXTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT.

16. ALL SUBDIVISION BOUNDARY LOT CORNERS HAVE CONCRETE MONUMENTS AND ALL LOT CORNERS HAVE CAPPED IRON ROD MARKERS.



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

ON: _____ AT _____ AM/PM

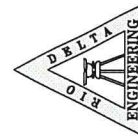
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

INDEX TO SHEETS OF MILANOS ESTATES PHASE I SUBDIVISION	
SHEET 1: HEADINGS, INDEX, LOCATION MAP, PRINCIPAL CONTACTS, MAP, LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL, CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; H.C.C.I.D. #9, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.	
SHEET 2: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE, REVISION NOTES, CONSTRUCTION DETAILS, TYPICAL DETAILS.	
SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATION, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE.	

RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-76528
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
IVAN GARCIA,
P.E. 115662 ON
APRIL, 2020
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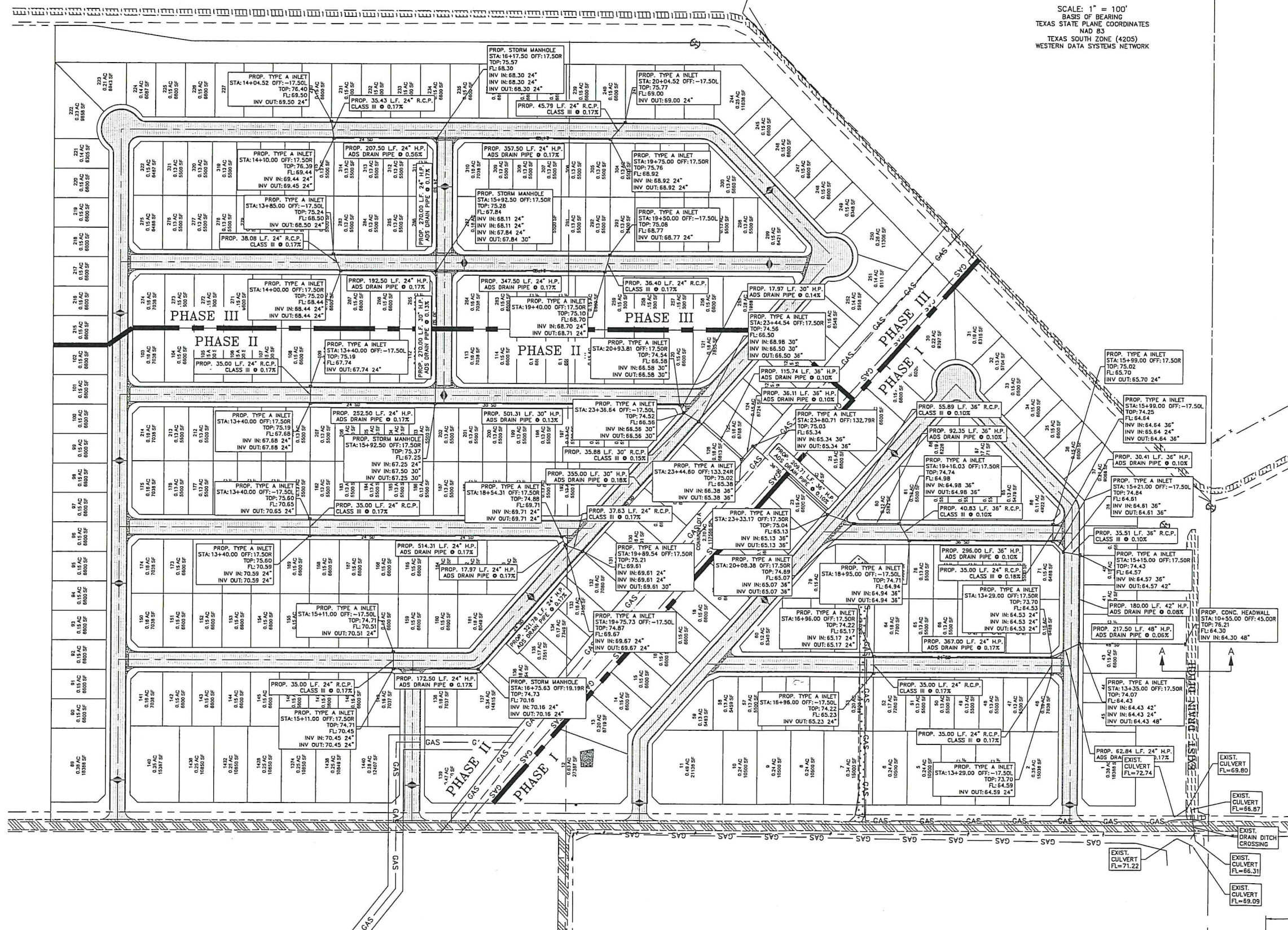
ISSUED FOR:
PRELIMINARY

PLAT SHEET
MILANOS ESTATES PHASE I SUBDIVISION
HIDALGO COUNTY

PROJECT 1

DESIGNER: IVAN GARCIA P.E. R.P.L.S.	
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.	
CHECKED: IVAN GARCIA P.E. R.P.L.S.	
DRAWN: OSCAR ALARCON JR.	
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PAGE NO. 1 OF 1	

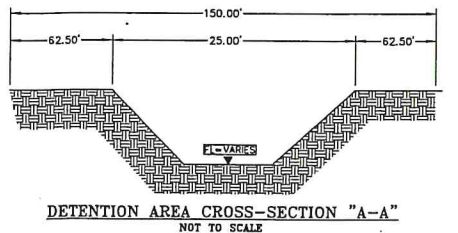
NAME	ADDRESS	PHONE & FAX
OWNER(S): VICTOR J. DANIEC	P.O. BOX 2804 EDINBURG, TX. 78536	
SURVEYOR: IVAN GARCIA	P.E. R.P.L.S. 921 S. 10TH AVENUE EDINBURG, TX. 78539	(956) 380-5152 (956) 380-5083
ENGINEER: IVAN GARCIA	P.E. R.P.L.S. 921 S. 10TH AVENUE EDINBURG, TX. 78539	(956) 380-5152 (956) 380-5083



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	EXIST. TRAFFIC POLE
	EXIST. GUY WIRE
	EXIST. POWER POLE
	EXIST. WATER VALVE
	EXIST. FLUSH VALVE
	EXIST. IRRIGATION VALVE
	EXIST. FIREHYDRANT
	EXIST. MAIL BOX
	EXIST. BRICK MAIL BOX
	EXIST. WATER METER
	EXIST. STREET SIGN
	EXIST. SANITARY SEWER MANHOLE
	EXIST. STORM SEWER MANHOLE
	EXIST. FENCE LINE
	EXIST. OVERHEAD ELECTRIC LINE
	EXIST. UNDERGROUND CABLE
	EXIST. UNDERGROUND GAS LINE
	1/2" IRON ROD SET
	1/2" IRON ROD FOUND
	FENCE CORNER FOUND
	1/2-INCH IRON PIPE FOUND
	RIGHT-OF-WAY POST FOUND
	CALCULATED POINT
	COTTON PICKER SPINDLE SET
	ELECTRICAL BOX

GENERAL NOTES:
 1.) THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH ALL APPROPRIATE UTILITY COMPANIES FOR THE LOCATION OF ALL UTILITIES WITHIN CONSTRUCTION AREA.
 2.) ALL EXIST. UTILITIES ARE AT APPROXIMATE LOCATIONS.
 3.) THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE BASED ON OBSERVATION OF ABOVEGROUND STRUCTURES, LINES SPOTTED BY THE OWNER, AND UTILITY SPOTTING. ACTUAL LOCATION OF THESE UTILITIES MAY VARY, AND ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED UPON EXCAVATION.
 4.) BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL CALL FOR UTILITY SPOTTING BY THE APPROPRIATE AGENCY AND VERIFY THE LOCATION OF THESE UTILITIES TO HIS SATISFACTION.
 5.) ANY DAMAGE CAUSED TO EXISTING STRUCTURES AND/OR UTILITIES BY THE CONTRACTOR SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT AT HIS EXPENSE.
 6.) ANY DAMAGE TO PROPERTY, OUTSIDE THE CONSTRUCTION ZONE, CAUSED BY THE CONTRACTOR, SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT AT HIS EXPENSE.



RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7628
 SURVEY FIRM No. 10194027
 921 S. 10TH AVENUE EDINBURG, TEXAS 78539
 (TEL) 956-380-5152 (FAX) 956-380-5083

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ISSUED FOR:
PRELIMINARY

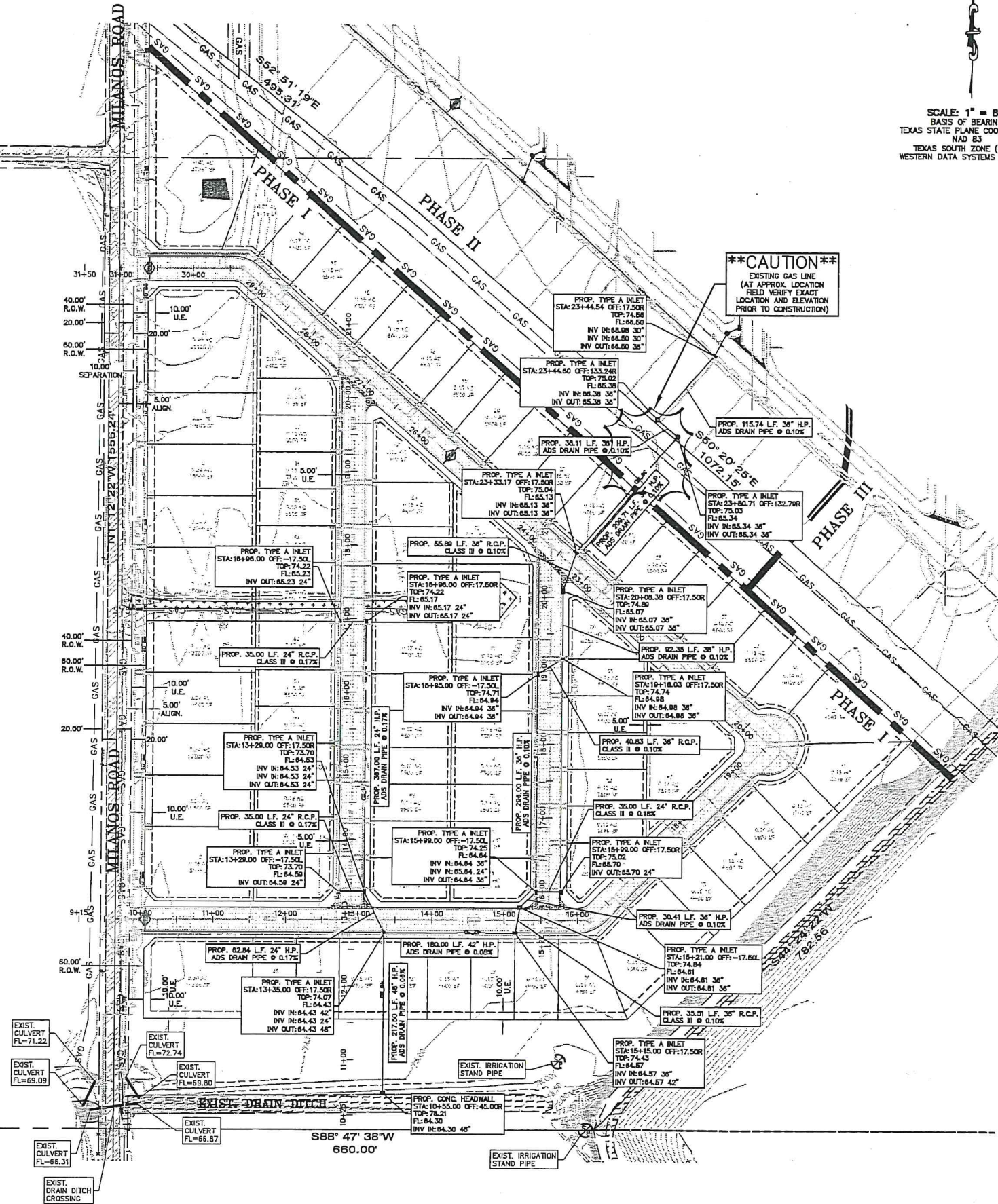
STORM SEWER OVERALL LAYOUT
MILANOS ESTATES PHASE I SUBDIVISION
 HIDALGO COUNTY, TEXAS.

PROJECT: SHT 17

DESIGNED: IVAN GARCIA P.E. R.P.L.S.
 SURVEYED: IVAN GARCIA P.E. R.P.L.S.
 CHECKED: IVAN GARCIA P.E. R.P.L.S.
 DRAWN: OSCAR ALARCON JR.
 SCALE: 1"=50'
 DATE: APRIL 9, 2020
 PROJECT: SUB 19 028
 REVISIONS:
 PAGE NO.

MILE 5 1/2 WEST RD

NORTH
RIGHT-OF-WAY
SOUTH
RIGHT-OF-WAY



SCALE: 1" = 80'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

LEGEND

- EXIST. GRATE INLET
- EXIST. CURB INLET
- EXIST. TELEPHONE PEDESTAL
- EXIST. GRATE INLET
- EXIST. LAMP POLE
- EXIST. TRAFFIC POLE
- EXIST. GUY WIRE
- EXIST. POWER POLE
- EXIST. WATER VALVE
- EXIST. FLUSH VALVE
- EXIST. IRRIGATION VALVE
- EXIST. FIREHYDRANT
- EXIST. MAIL BOX
- EXIST. BRICK MAIL BOX
- EXIST. WATER METER
- EXIST. STREET SIGN
- EXIST. SANITARY SEWER MANHOLE
- EXIST. STORM SEWER MANHOLE
- EXIST. FENCE LINE
- EXIST. OVERHEAD ELECTRIC LINE
- EXIST. UNDERGROUND CABLE
- EXIST. UNDERGROUND GAS LINE
- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- FENCE CORNER FOUND
- 1/2-INCH IRON PIPE FOUND
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- CALCULATED POINT
- COTTON PICKER SPINDLE SET
- ELECTRICAL BOX

- GENERAL NOTES:
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 - 2.) ALL EXIST. UTILITIES ARE AT APPROXIMATE LOCATIONS.
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 - 6.) ANY DAMAGE TO PROPERTY, OUTSIDE THE CONSTRUCTION ZONE, CAUSED BY THE CONTRACTOR, SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT AT HIS EXPENSE.

RIO DELTA ENGINEERING

FIRM REGISTRATION NO. F-7628
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

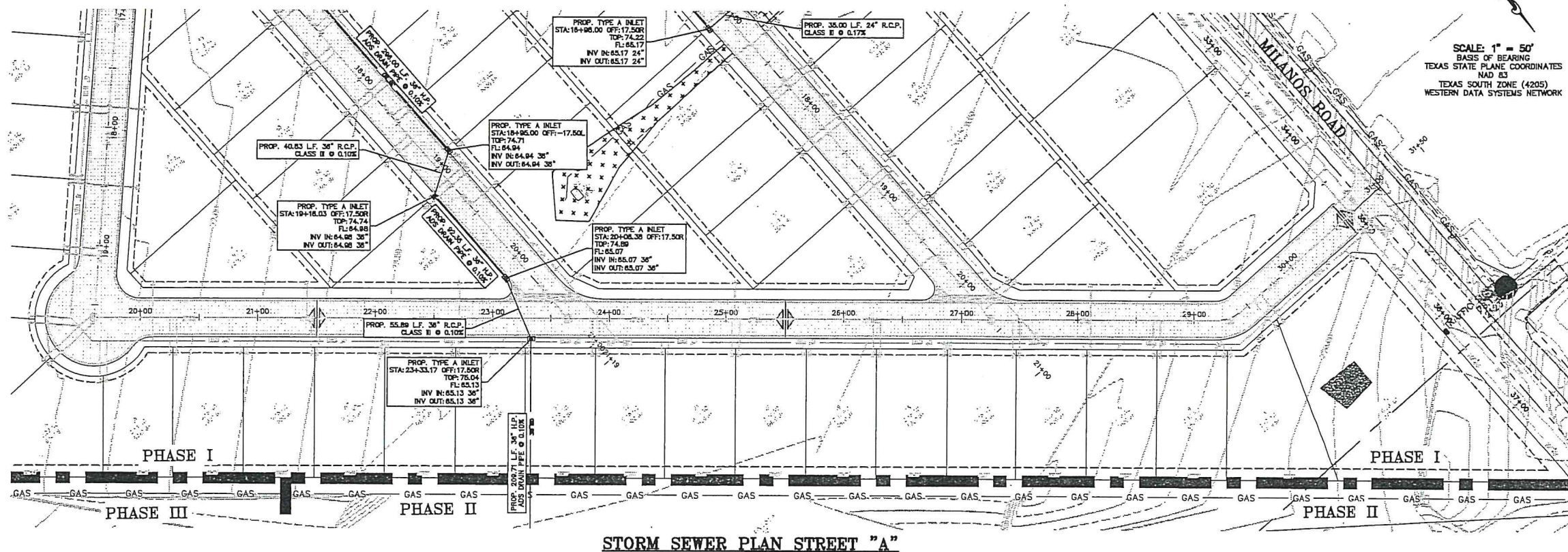


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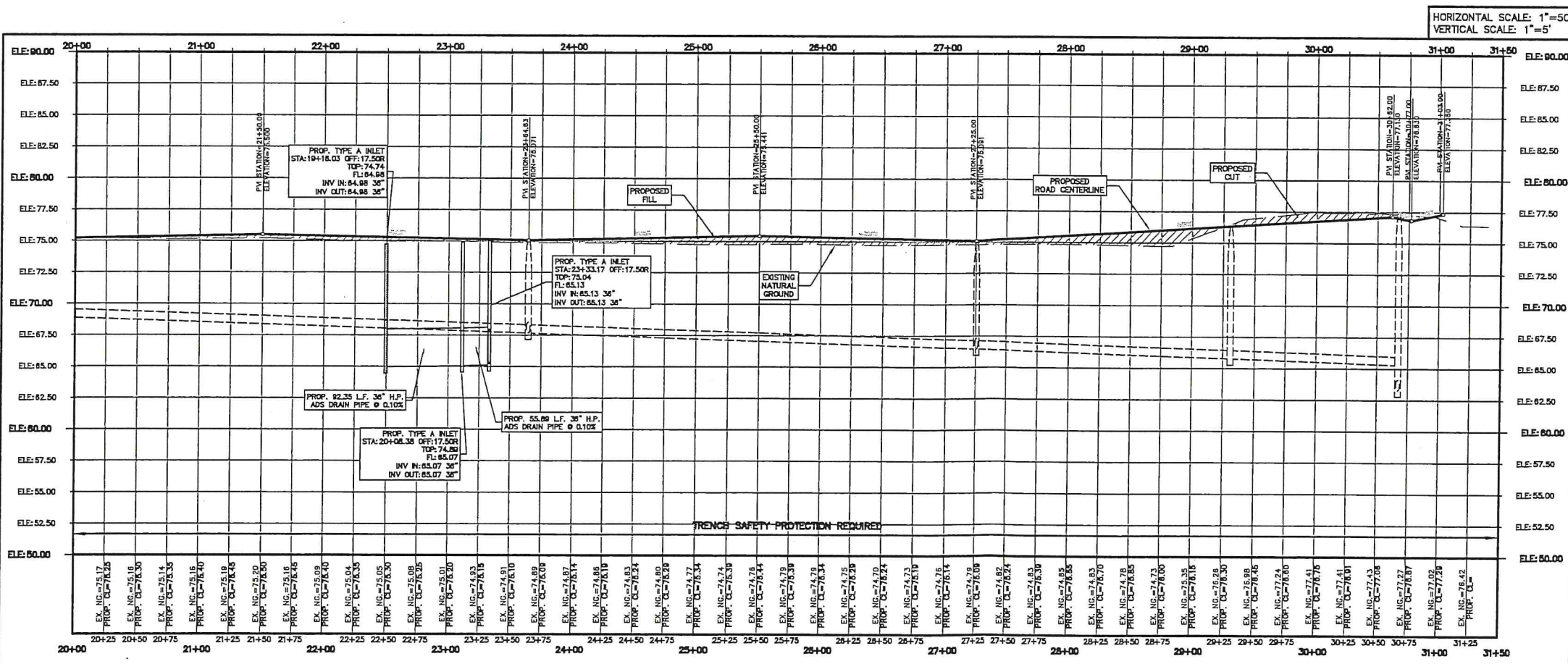
ISSUED FOR: PRELIMINARY

STORM SEWER LAYOUT - PHASE I MILANOS ESTATES PHASE I SUBDIVISION HIDALGO COUNTY, TEXAS.

ENGINEER: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E. R.P.L.S.
DRAWN: OSCAR ALARCON JR.
SCALE: 1" = 80'
DATE: APRIL 9, 2020
PROJECT: SUB 19 028
REVISIONS:
PAGE NO. SHT 18



LEGEND	
[Symbol]	EXIST. GRATE INLET
[Symbol]	EXIST. CURB INLET
[Symbol]	EXIST. TELEPHONE PEDESTAL
[Symbol]	EXIST. GRATE INLET
[Symbol]	EXIST. LAMP POLE
[Symbol]	EXIST. TRAFFIC POLE
[Symbol]	EXIST. GUY WIRE
[Symbol]	EXIST. POWER POLE
[Symbol]	EXIST. WATER VALVE
[Symbol]	EXIST. FLUSH VALVE
[Symbol]	EXIST. IRRIGATION VALVE
[Symbol]	EXIST. FIREHYDRANT
[Symbol]	EXIST. MAIL BOX
[Symbol]	EXIST. BRICK MAIL BOX
[Symbol]	EXIST. WATER METER
[Symbol]	EXIST. STREET SIGN
[Symbol]	EXIST. SANITARY SEWER MANHOLE
[Symbol]	EXIST. STORM SEWER MANHOLE
[Symbol]	EXIST. FENCE LINE
[Symbol]	EXIST. OVERHEAD ELECTRIC LINE
[Symbol]	EXIST. UNDERGROUND CABLE
[Symbol]	EXIST. UNDERGROUND GAS LINE
[Symbol]	1/2" IRON ROD SET
[Symbol]	1/2" IRON ROD FOUND
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[Symbol]	1/2-INCH IRON PIPE FOUND
[Symbol]	RIGHT-OF-WAY POST FOUND
[Symbol]	CALCULATED POINT
[Symbol]	COTTON PICKER SPINDLE SET
[Symbol]	ELECTRICAL BOX



- NOTES:**
1. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY/RIGHT OF WAY OWNERS AND PROJECT ENGINEER PRIOR TO START CONSTRUCTION AND/OR ANY RELOCATIONS OF UTILITIES.
 2. CONTRACTOR SHALL FOLLOW ALL RESPECTIVE REQUIREMENTS FROM UTILITY AND RIGHT OF WAY OWNERS FOR ALL RELOCATIONS.
 3. CONTRACTOR WILL BEGIN DOWN STREAM END OF PROJECT AND CONTINUE UPSTREAM WITH PIPE GROVES FACING UPSTREAM.
 4. CONTRACTOR MUST LOCATE AND FIELD VERIFY ALL UTILITIES.
 5. ANY CONNECTION TO EXISTING SEWER MANHOLE MUST BE MADE USING AN "INSERT-A-TEE" ASSEMBLY.
 6. ALL SANITARY SEWER LINES SHALL BE SDR28 PIPE, UNLESS OTHERWISE NOTED.
 7. TRENCH SAFETY PROTECTION SHALL BE REQUIRED WHERE THE TRENCH EXCAVATION EXCEEDS FIVE (5) FEET IN DEPTH.

RIO DELTA ENGINEERING
 FIRM REGISTRATION No. F-7828
 SURVEY FIRM No. 10194027
 921 S. 10TH AVENUE EDINBURG, TEXAS 78539
 (TEL) 956-380-5152 (FAX) 956-380-5083

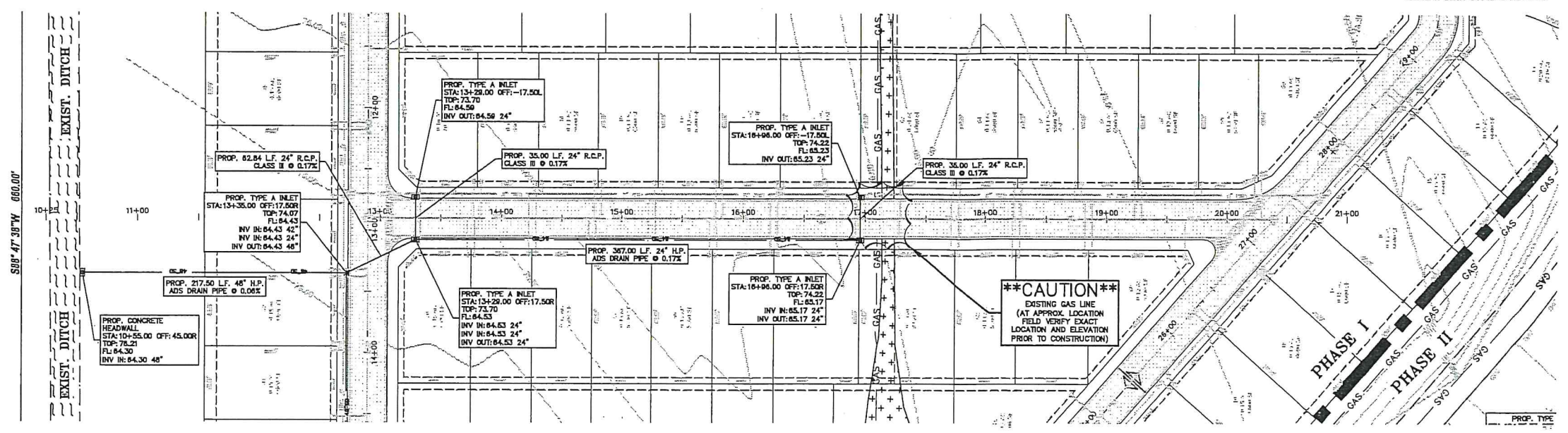


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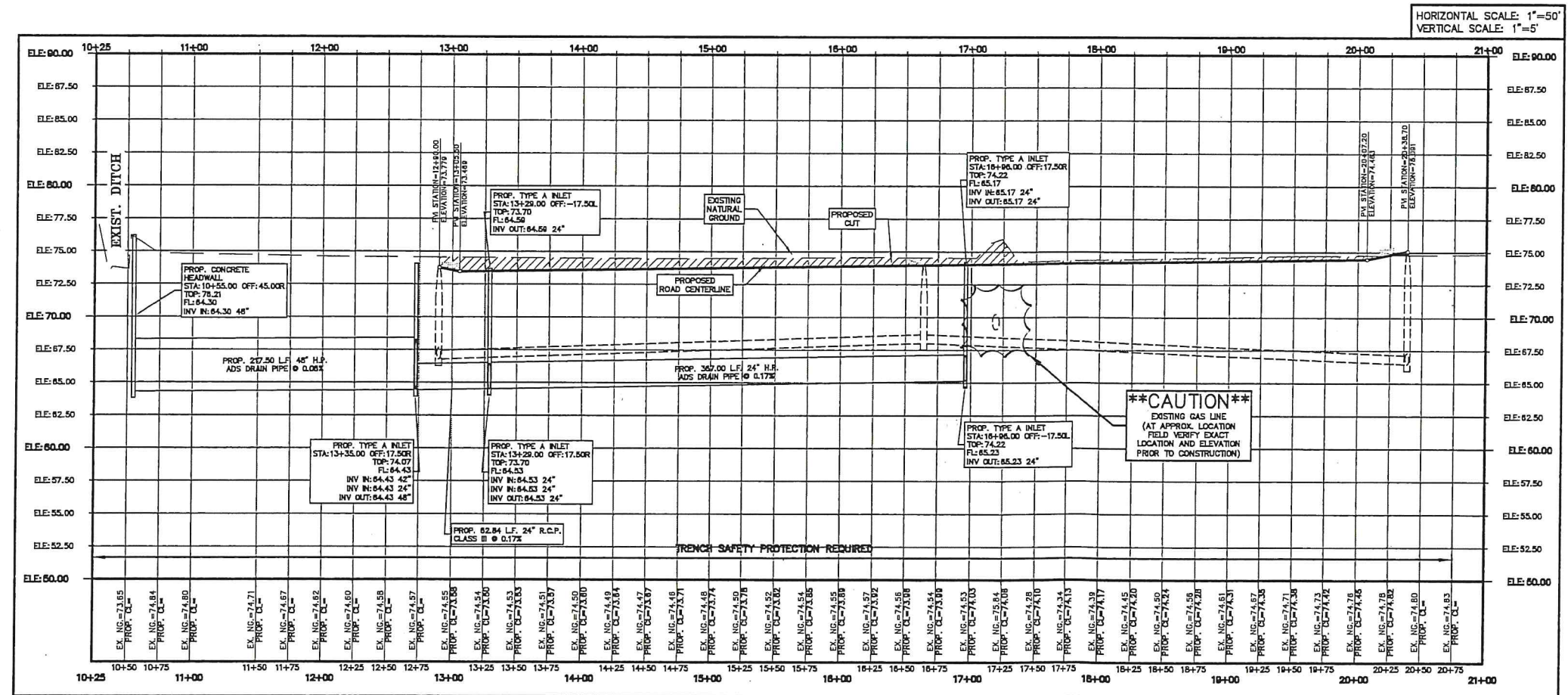
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STORM SEWER PLAN AND PROFILE - PHASE I
MILANOS ESTATES PHASE I SUBDIVISION
 HIDALGO COUNTY, TEXAS.

ENGINEER:	IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:	IVAN GARCIA P.E. R.P.L.S.
DRAWN:	OSCAR ALARCON JR.
SCALE:	1"=50'
DATE:	APRIL 8, 2020
PROJECT:	SUB 19 02B
REVISIONS:	
PAGE NO.:	SHT 20



STORM SEWER PLAN STREET "B"



STORM SEWER PROFILE STREET "B"

SCALE: 1" = 50'
 BASIS OF BEARING
 TEXAS STATE PLANE COORDINATES
 NAD 83
 TEXAS SOUTH ZONE (4205)
 WESTERN DATA SYSTEMS NETWORK

LEGEND

- EXIST. GRATE INLET
- EXIST. CURB INLET
- EXIST. TELEPHONE PEDESTAL
- EXIST. GRATE INLET
- EXIST. LAMP POLE
- EXIST. TRAFFIC POLE
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- 1/2" IRON ROD SET
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- RIGHT-OF-WAY POST FOUND
- CALCULATED POINT
- COTTON PICKER SPINDLE SET
- ELECTRICAL BOX

NOTES

1. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY/RIGHT OF WAY OWNERS AND PROJECT ENGINEER PRIOR TO START CONSTRUCTION AND/OR ANY RELOCATIONS OF UTILITIES.
2. CONTRACTOR SHALL FOLLOW ALL RESPECTIVE REQUIREMENTS FROM UTILITY AND RIGHT OF WAY OWNERS FOR ALL RELOCATIONS.
3. CONTRACTOR WILL BEGIN DOWN STREAM END OF PROJECT AND CONTINUE UPSTREAM WITH PIPE GROVES FACING UPSTREAM.
4. CONTRACTOR MUST LOCATE AND FIELD VERIFY ALL UTILITIES.
5. ANY CONNECTION TO EXISTING SEWER MANHOLE MUST BE MADE USING AN "INSERT-A-TEE" ASSEMBLY.
6. ALL SANITARY SEWER LINES SHALL BE 30" DIA. PIPE, UNLESS OTHERWISE NOTED.
7. TRENCH SAFETY PROTECTION SHALL BE REQUIRED WHERE THE TRENCH EXCAVATION EXCEEDS FIVE (5) FEET IN DEPTH.

RIO DELTA ENGINEERING
 FIRM REGISTRATION No. F-7628
 SURVEY FIRM No. 10194027
 921 S. 10TH AVENUE EDINBURG, TEXAS 78539
 (TEL) 956-380-5152 (FAX) 956-380-5083

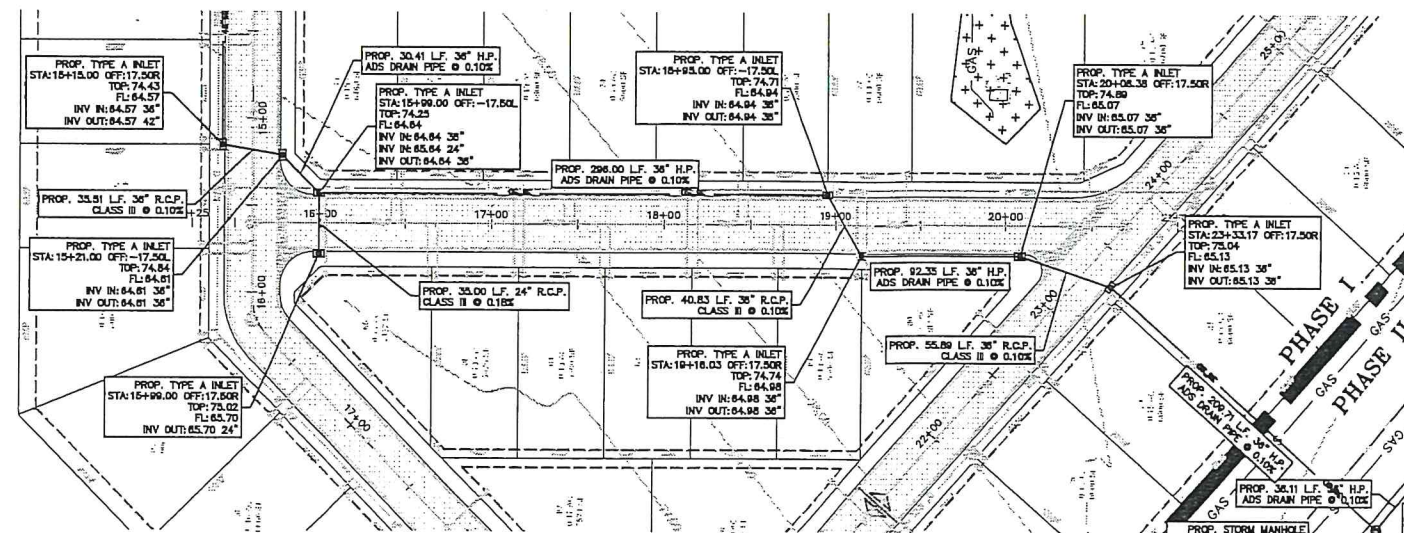


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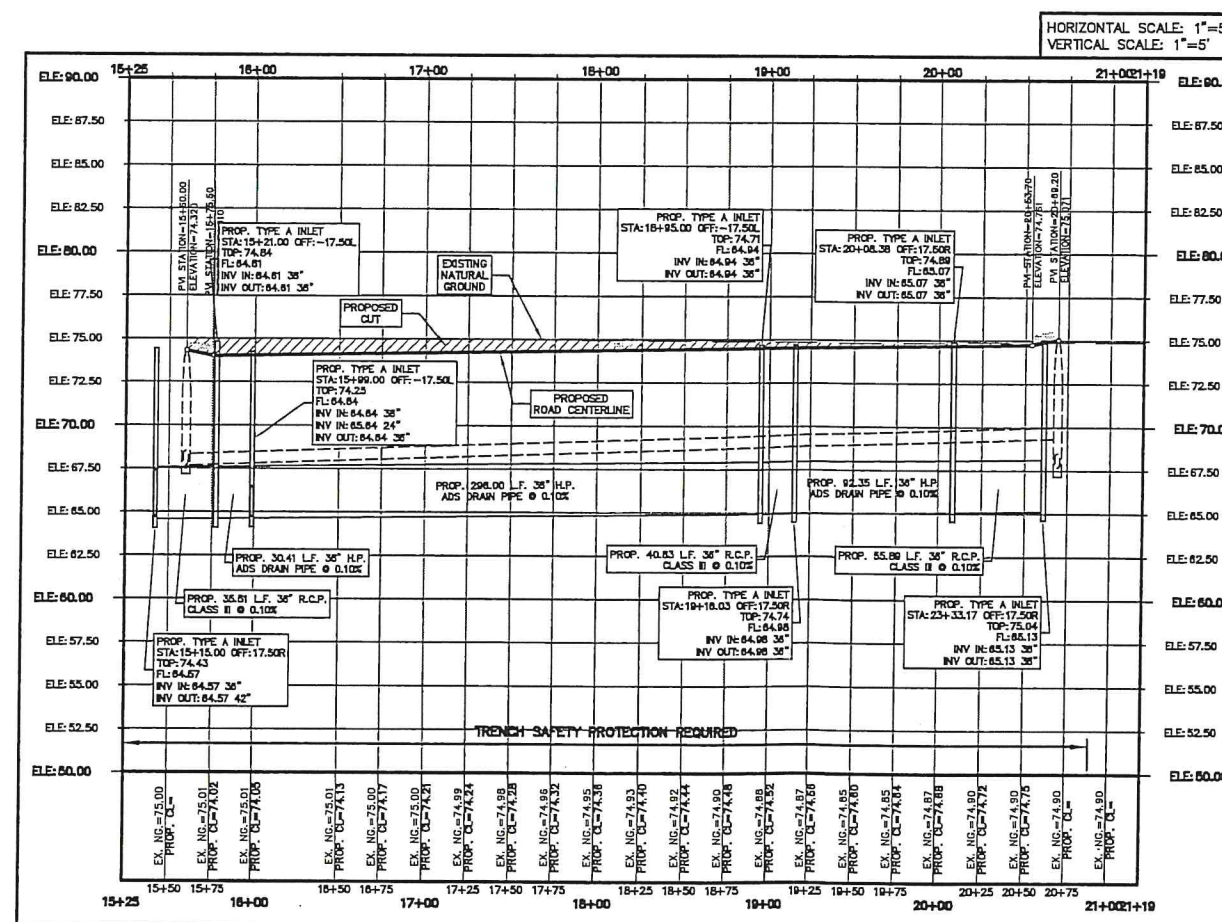
ISSUED FOR: PRELIMINARY

STORM SEWER PLAN AND PROFILE - PHASE I
MILANOS ESTATES PHASE I SUBDIVISION
 HIDALGO COUNTY, TEXAS.

DESIGNED: IVAN GARCIA, P.E., R.P.L.S.
 SURVEYED: IVAN GARCIA, P.E., R.P.L.S.
 CHECKED: IVAN GARCIA, P.E., R.P.L.S.
 DRAWN: OSCAR ALARCON JR.
 SCALE: 1" = 50'
 DATE: APRIL 9, 2020
 PROJECT: SUB 19 028
 REVISIONS:
 PAGE NO. **SHT 21**



STORM SEWER PLAN STREET "C"



STORM SEWER PROFILE STREET "C"

SCALE: 1" = 50'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

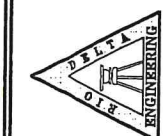
LEGEND

- EXIST. GRATE INLET
- EXIST. CURB INLET
- EXIST. TELEPHONE PEDESTAL
- EXIST. GRATE INLET
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- EXIST. WATER METER
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- EXIST. SANITARY SEWER MANHOLE
- EXIST. STORM SEWER MANHOLE
- EXIST. FENCE LINE
- EXIST. OVERHEAD ELECTRIC LINE
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- EXIST. UNDERGROUND GAS LINE
- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- FENCE CORNER FOUND
- 1/2-INCH IRON PIPE FOUND
- RIGHT-OF-WAY POST FOUND
- CALCULATED POINT
- COTTON PICKER SPINDLE SET
- ELECTRICAL BOX

- NOTES:
1. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY/RIGHT OF WAY OWNERS AND PROJECT ENGINEER PRIOR TO START CONSTRUCTION AND/OR ANY RELOCATIONS OF UTILITIES.
 2. CONTRACTOR SHALL FOLLOW ALL RESPECTIVE REQUIREMENTS FROM UTILITY AND RIGHT OF WAY OWNERS FOR ALL RELOCATIONS.
 3. CONTRACTOR WILL BEGIN DOWN STREAM END OF PROJECT AND CONTINUE UPSTREAM WITH PIPE GROVES FACING UPSTREAM.
 4. CONTRACTOR MUST LOCATE AND FIELD VERIFY ALL UTILITIES.
 5. ANY CONNECTION TO EXISTING SEWER MANHOLE MUST BE MADE USING AN "INSERT-A-TEE" ASSEMBLY.
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RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7828
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

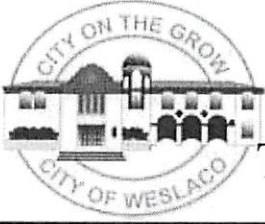


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DESIGN FOR PRELIMINARY

STORM SEWER PLAN AND PROFILE - PHASE I MILANOS ESTATES PHASE I SUBDIVISION HIDALGO COUNTY, TEXAS.

ENGINEER: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
CHECKER: IVAN GARCIA P.E. R.P.L.S.
DRAWN: OSCAR ALARCON JR.
SCALE: 1" = 50'
DATE: APRIL 8, 2020
PROJECT: SUB 19 028
REVISIONS:
PAGE NO. SHT 22



**City of Weslaco
Engineering Division**

255 S. Kansas ♦ Weslaco, TX 78570 ♦ (956)

TRIP GENERATION WORKSHEET

Complete parts A and B as an aid to determine if your project requires a Traffic Impact Analysis (TIA).

A. Subdivision Information

Subdivision Name: MILANOS ESTATES PHASE I SUBDIVISION
Location: INTERSECTION OF MILE 5 1/2 WEST ROAD AND MILE 6 1/2 WEST ROAD
Applicant: VICTOR J. DANIEC ☒ Owner ☐ Agent
Address: P.O. BOX 2604 Phone Number: _____

B. Trip Generation Calculation

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

ITE Code	Anticipated Land Use	Project Size			AM Peak Hour Trips	PM Peak Hour Trips	Weekday Trips
		Acres	GFA	# of Units			
210	SINGLE-FAMILY DETACHED HOUSING	26.43	N/A	88	73.97	95.58	169.55

Comments: _____
Prepared by: Ivan Garcia P.E. 3/9/2020 Date: _____
Address: 921 S. 10th Avenue Phone Number: (956) 380-5152

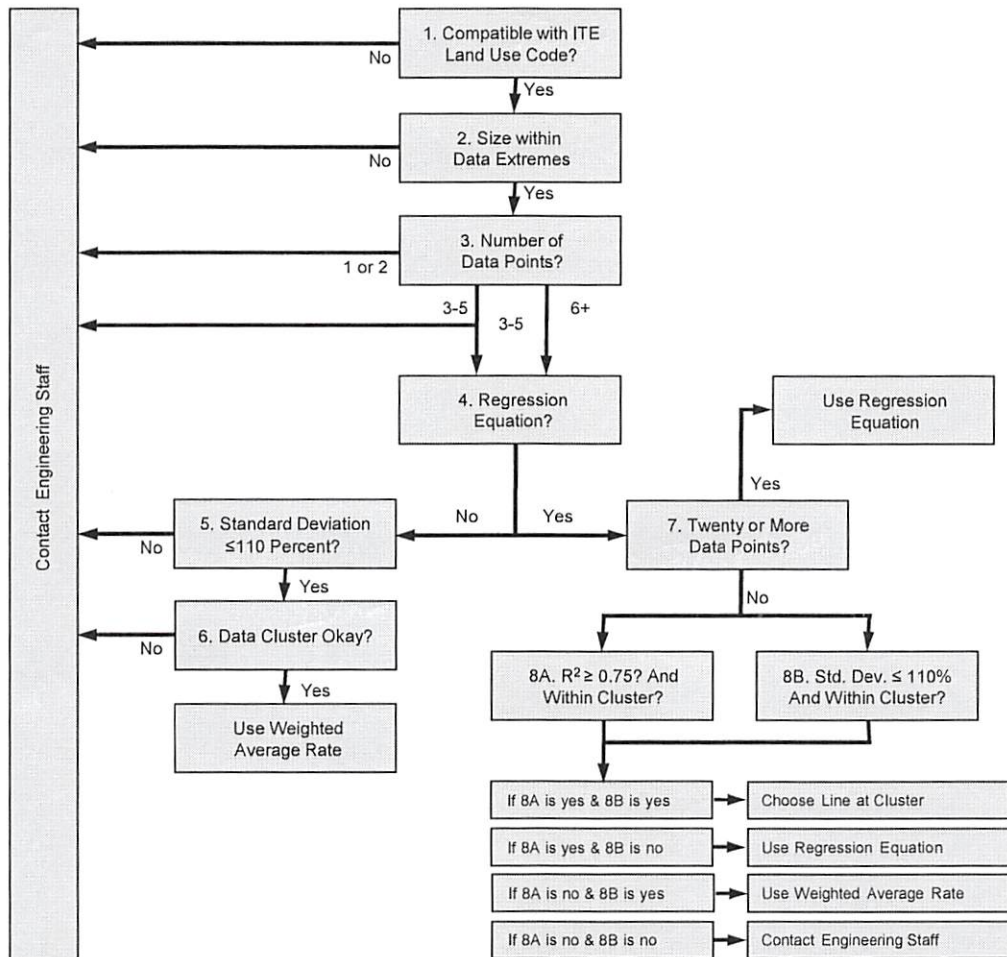
(For Official Use Only, Do Not Write In This Box)

_____ A traffic impact analysis is required. The agent preparing the study must meet with City staff to discuss the scope and requirements of the study before beginning the study.
_____ A traffic impact analysis is not required. The traffic generated by the proposed development does not exceed the threshold requirements.

Comments: _____

Reviewed by: _____ Date: _____ STID#: _____

Recommended Procedure for Selecting Between Trip Generation Average Rates and Equations



From ITE Trip Generation Handbook

Units : 88
Acres : 26.43

Am Peak
 $T = 0.7(88) + 12.37$
 $T = 73.97$
 or
 $Avg = 0.77(88)$
 $T = 67.76$

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

Pm Peak
 $\ln(T) = 0.88 \ln(X) + 0.62$
 $= 0.88 \ln(88) + 0.62$
 $\ln(T) = 4.56$
 $T = e^{4.56}$
 $T = 95.58$
 or
 $Avg = 1.02(88) = 89.76$

Single-Family Detached Housing (210)

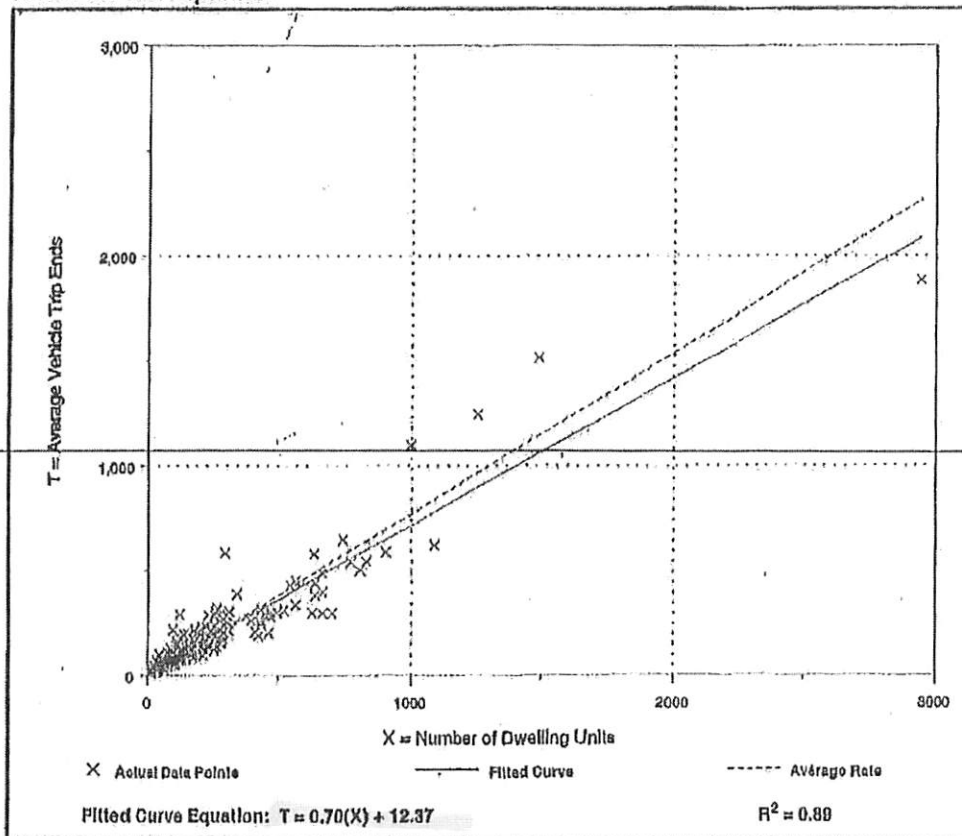
Average Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
A.M. Peak Hour of Generator

Number of Studies: 341
Avg. Number of Dwelling Units: 181
Directional Distribution: 26% entering, 74% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.77	0.33 - 2.27	0.81

Data Plot and Equation



Single-Family Detached Housing (210)

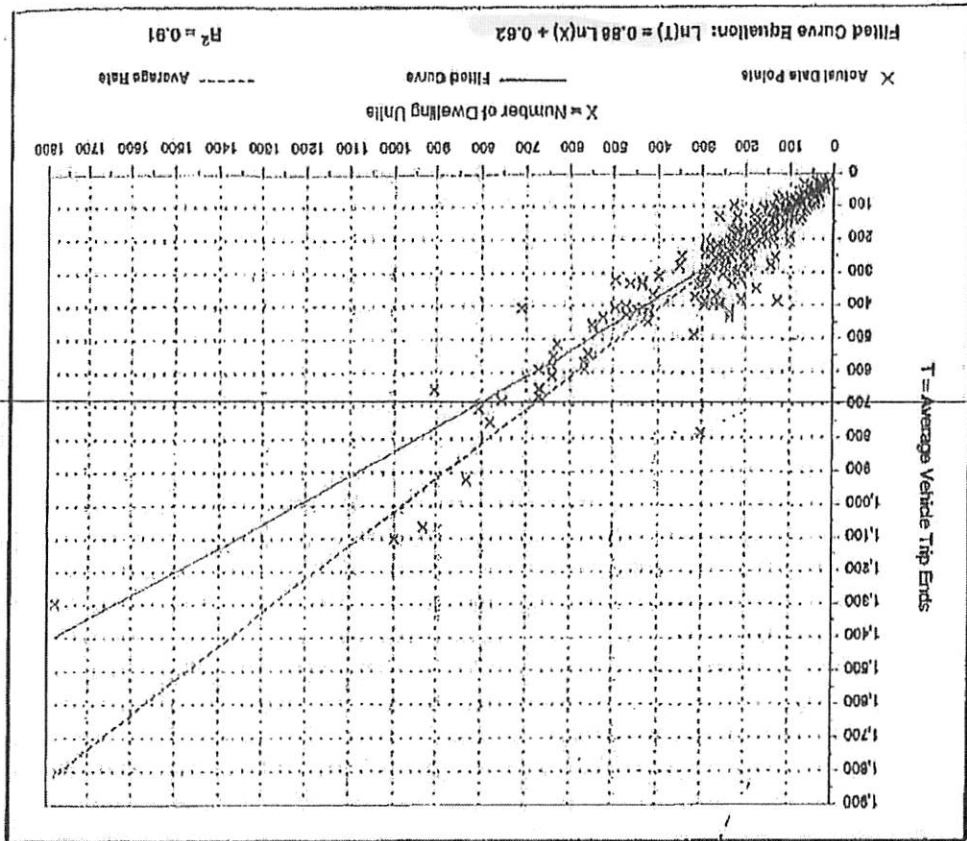
Average Vehicle Trip Ends vs: Dwelling Unit
On a: Weekday,
P.M. Peak Hour of Generator

Number of Studies: 360
Avg. Number of Dwelling Units: 174
Directional Distribution: 64% entering, 36% exiting

Trip Generation per Dwelling Unit

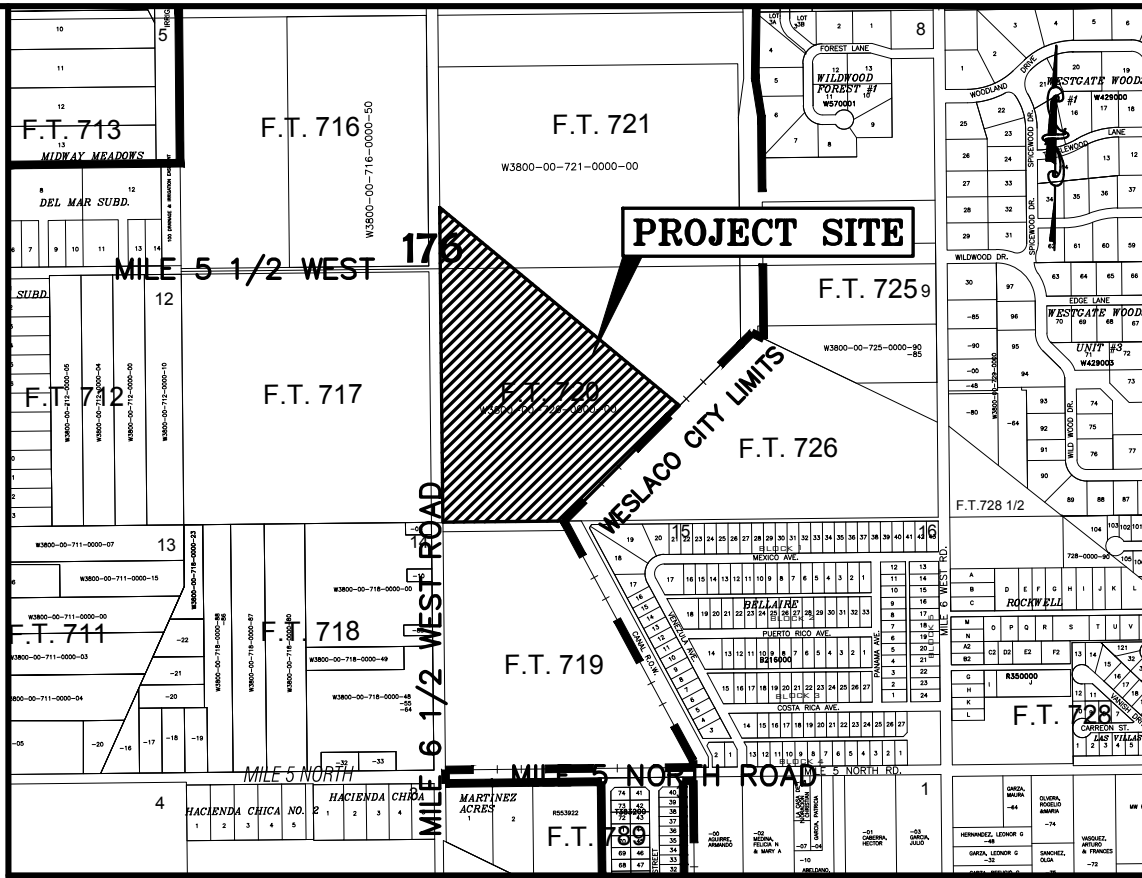
Average Rate	1.02
Range of Rates	0.42 - 2.98
Standard Deviation	1.08

Data Plot and Equation



MILANOS ESTATES PHASE I SUBDIVISION

BEING A 26.43 ACRES TRACT OF LAND LYING AND SITUATED IN HIDALGO COUNTY, TEXAS, SAID 26.43 ACRES TRACT BEING OUT OF AND FORMING A PART PORTION OF FARM TRACTS 720 AND 721, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



LOCATION MAP SCALE: 1" = 1000'

LOCATION OF MILANOS ESTATES PHASE I WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF MUNICIPALITY:

MILANOS ESTATES PHASE I IS LOCATED APPROX. 15080 FEET SOUTH FROM THE INTERSECTION OF MILE 6 ROAD AND HOPPER ROAD, EAST SIDE OF HOPPER ROAD IN HIDALGO COUNTY PRECINCT 1. THIS SUBDIVISION LIES APPROXIMATELY 1/2 MILE FROM THE CITY LIMITS AND IS WITHIN THE CITY OF WESLACO TWO-MILE EXTRA-TERRITORIAL (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 OR THE CITY'S FIVE-MILE ETJ UNDER LOCAL GOVERNMENT CODE § 212.001. THE ESTIMATED POPULATION OF THE CITY OF WESLACO IS 41,629 (2019 CENSUS) AS PER THE 2019 UNITED STATES CENSUS BUREAU.

ABBREVIATION LEGEND	
F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
C.P.&L.	CENTRAL POWER & LIGHT CO.
D.E.D.	DEED RECORDS OF HIDALGO COUNTY
U.E.	UTILITY EASEMENT
M.H.W.C.	MILITARY HWY WATER SUPPLY CORP.
O.S.S.F.	ON-SITE SEWAGE FACILITY
C.L.	CENTER LINE
R.C.D.D.	HIDALGO COUNTY DRAINAGE DIST. #1

METES AND BOUNDS DESCRIPTION

BEING A 26.43 ACRES TRACT OF LAND LYING AND SITUATED IN HIDALGO COUNTY, TEXAS, SAID 26.43 ACRES TRACT BEING OUT OF AND FORMING A PART PORTION OF FARM TRACTS 720 AND 721, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

AND SAID 26.43 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A COTTON-PICKER-SPINDLE FOUND AT THE NORTHWEST CORNER OF FARM TRACT 722 OF THE SAID WEST TRACT SUBDIVISION, SAME BEING THE POINT OF INTERSECTION BETWEEN THE CENTERLINES OF MILE 6 NORTH ROAD (A.K.A. 18TH STREET) AND MILE 6 1/2 WEST ROAD (A.K.A. HOPPER ROAD);

THENCE S 1°12'22" E ALONG THE WEST LINE OF THE SAID FARM TRACTS 722 AND 721, SAME BEING ALONG THE CENTERLINE OF MILE 6 1/2 WEST ROAD (A.K.A. HOPPER ROAD), PASSING AT 1320.00 A COTTON-PICKER-SPINDLE FOUND AT THE NORTHWEST CORNER OF THE SAID FARM TRACT 721, SAME POINT BEING THE SOUTHWEST CORNER OF THE SAID FARM TRACT 722, AND CONTINUING FOR A TOTAL DISTANCE OF 2403.76 FEET TO A COTTON-PICKER-SPINDLE SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE N 88°47'38" E ACROSS THE SAID FARM TRACT 721, TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 1/2 WEST ROAD (A.K.A. HOPPER ROAD), A DISTANCE OF 20.00 FEET TO A 1/2-CAPPED IRON ROD SET, FOR AN INNER CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 52°51'19" E ACROSS THE SAID FARM TRACTS 721 AND 720, SAME BEING IN PART ALONG THE NORTHERN LINE OF A CALLED EASEMENT AND RIGHT-OF-WAY FOR PIPELINE TO RIO GRANDE VALLEY GAS COMPANY, RECORDED IN VOLUME 1641, PAGE 534, DEED RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 495.31 FEET TO A 1/2-CAPPED IRON ROD SET, FOR A BEND IN LINE OF THE HEREIN DESCRIBED TRACT;

THENCE S 50°20'25" E ACROSS THE SAID FARM TRACT 720, SAME BEING ALONG THE NORTHERN LINE OF THE SAID EASEMENT AND RIGHT-OF-WAY FOR PIPELINE TO RIO GRANDE VALLEY GAS COMPANY, TO A POINT ON THE EAST LINE OF THE SAID FARM TRACT 720, A DISTANCE OF 1072.15 FEET TO A 1/2-CAPPED IRON ROD SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 44°24'22" W ALONG THE EAST LINE OF THE SAID FARM TRACT 720, SAME BEING ALONG THE NORTH LINE OF FARM TRACT 726 OF THE SAID WEST TRACT SUBDIVISION, TO THE MOST SOUTHERLY SOUTHEAST CORNER OF THE SAID FARM TRACT 720, SAME POINT BEING THE SOUTHWEST CORNER OF THE SAID FARM TRACT 726, A DISTANCE OF 782.56 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 88°47'38" W ALONG THE SOUTH LINE OF THE SAID FARM TRACT 720, SAME BEING ALONG THE NORTH LINE OF FARM TRACT 719 OF THE SAID WEST TRACT SUBDIVISION, TO THE SOUTHWEST CORNER OF THE SAID FARM TRACT 720, SAME POINT BEING THE NORTHWEST CORNER OF THE SAID FARM TRACT 719, PASSING AT 640.00 FEET A 1/2-INCH CAPPED IRON ROD SET ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 1/2 WEST ROAD (A.K.A. HOPPER ROAD), AND CONTINUING FOR A TOTAL DISTANCE OF 860.00 FEET TO A COTTON-PICKER-SPINDLE FOUND ON THE CENTERLINE OF MILE 6 1/2 WEST ROAD (A.K.A. HOPPER ROAD), SAID COTTON-PICKER-SPINDLE FOUND BEING DISTANT N 1°12'22" W 1320.34 FEET FROM A COTTON-PICKER-SPINDLE FOUND AT THE SOUTHWEST CORNER OF THE SAID FARM TRACT 719, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 1°12'22" W ALONG THE WEST LINE OF THE SAID FARM TRACTS 720 AND 721, SAME BEING ALONG THE CENTERLINE OF MILE 6 1/2 WEST ROAD (A.K.A. HOPPER ROAD), PASSING AT 1320.00 A COTTON-PICKER-SPINDLE SET AT THE NORTHWEST CORNER OF THE SAID FARM TRACT 720, SAME POINT BEING THE SOUTHWEST CORNER OF THE SAID FARM TRACT 721, AND CONTINUING FOR A TOTAL DISTANCE OF 1559.24 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 26.43 ACRES OF LAND, MORE OR LESS, OUT OF WHICH 0.71 ACRES LIE WITHIN THE EXISTING RIGHT-OF-WAY OF MILE 6 1/2 WEST ROAD (A.K.A. HOPPER ROAD).

STATE OF TEXAS - COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF WESLACO AND HIDALGO COUNTY, TEXAS.



IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027

DATE

FELIPE M. AVILA
27.48 ACRES
FARM TRACT 726,
WEST TRACT SUBDIVISION,
VOL. 2, PG. 34-37 M.R.H.C.
DOC#2509240 O.R.H.C.

BELLAIRE SUBDIVISION
VOL. 24, PG. 67 H.C.M.R

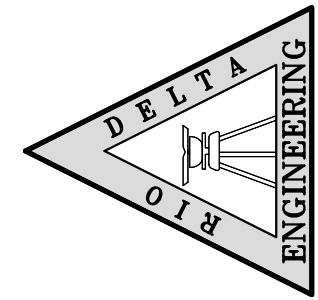
O.E. INVESTMENTS, INC.
12.75 ACRES
FARM TRACT 719,
WEST TRACT SUBDIVISION,
VOL. 2, PG. 34-37 M.R.H.C.
DOC#1137827, H.C.M.R

BAROSO ALAM R. & EMMA RIOS
FARM TRACT 718,
WEST TRACT SUBDIVISION,
VOL. 2, PG. 34-37 M.R.H.C.
DOC#2228306 O.R.H.C.

NAME	ADDRESS	PHONE & FAX
OWNER(S): GARVIC PROPERTIES LP	P.O. BOX 2604	EDINBURG, TX. 78536
SURVEYOR: IVAN GARCIA	P.E. R.P.L.S. 921 S. 10TH AVENUE	EDINBURG, TX. 78539 (956) 380-5152 (956) 380-5083
ENGINEER: IVAN GARCIA	P.E. R.P.L.S. 921 S. 10TH AVENUE	EDINBURG, TX. 78539 (956) 380-5152 (956) 380-5083

RIO DELTA ENGINEERING

FIRM REGISTRATION NO. F-7628
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
IVAN GARCIA,
P.E. 115662 ON
MAY 8, 2020
IT IS NOT TO BE
USED FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES.

ISSUED FOR:
PRELIMINARY

PROJECT :
MILANOS ESTATES PHASE I SUBDIVISION
HIDALGO COUNTY, TEXAS.

ENGINEER:	IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:	IVAN GARCIA P.E. R.P.L.S.
CHECKED:	IVAN GARCIA P.E. R.P.L.S.
DRAWN:	OSCAR ALARCON JR.
SCALE:	AS SHOWN
DATE:	JULY 29, 2020
PROJECT:	SUB 19 028
REVISIONS:	
PAGE NO.	1 OF 7

MILANOS ESTATES PHASE I SUBDIVISION

BEING A 26.43 ACRES TRACT OF LAND LYING AND SITUATED IN HIDALGO COUNTY, TEXAS, SAID 26.43 ACRES TRACT BEING OUT OF AND FORMING A PART PORTION OF FARM TRACTS 720 AND 721, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS – COUNTY OF HIDALGO OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, **VICTOR J. DANEC**, AS OWNER OF THE 26.43 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED **MILANOS ESTATES PHASE I SUBDIVISION** HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE S 232.032 AND THAT:

- (A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

VICTOR J. DANEC
GARVIC MGMT, INC
P.O. BOX 2604
EDINBURG, TX. 78536

DATE

STATE OF TEXAS – COUNTY OF HIDALGO PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED **VICTOR J. DANEC**, PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2020

NOTARY PUBLIC

MY COMMISSION EXPIRES

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

DATE

STATE OF TEXAS – CITY OF WESLACO PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF WESLACO, HEREBY CERTIFY THAT **VICTOR J. DANEC** PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CITY MAYOR

DATE

ATTEST: CITY SECRETARY

DATE

I, THE UNDERSIGN CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

PLANNING AND ZONING COMMISSION CHAIRMAN

DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT IS APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT # 9

DATED THIS ____ DAY OF _____ 20__

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No.9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. #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.
- H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER WATER SYSTEM TO ANY LOT WITH IN THIS SUBDIVISION, AS WELL H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR DELIVERY OF WATER TO ANY LOT WITH IN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
- H.C.C.I.D. #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER

HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No.9

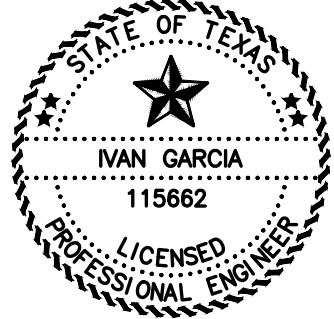
DATE

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

IVAN GARCIA P.E. R.P.L.S.
REG. PROFESSIONAL ENGINEER NO. 115662

DATE



GENERAL NOTES:

1. FEMA FLOOD ZONE STATEMENT:

THE SUBDIVISION IS IN ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD, ACCORDING TO THE FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO.: 480334 0525 B MAP REVISED: JANUARY 2, 1981.

2. SETBACKS:

FRONT: 20.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON THE LOTS. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOTS. ANY OTHER USE SHALL REQUIRE HEALTH, PLANNING AND FIRE MARSHALL APPROVAL.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 6" ABOVE THE CENTER LINE OF MILE 6 1/2 WEST ROAD, OR 18" ABOVE THE TOP OF CURB IN FRONT OF THE CENTER-POINT OF THE LOT, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
--->B.M. NO. 1--, ELEV. **77.92** N.G.V.D. 88, DESCRIPTIONS: COTTON-PICKER-SPINDLE FOUND AT THE INTERSECTION BETWEEN THE CENTERLINE OF MILE 6 1/2 WEST ROAD AND MILE 5 1/2 WEST ROAD. GPS POINT, GRID COORDINATES **N 18574070.7400, E 1143804.3180.**

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF **330,712** CUBIC-FEET OR **7.59** ACRE--FEET OF STORM WATER RUNOFF.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9. 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 CERTIFIES THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

11. THE DEVELOPER SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT WITH REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH, AND RE--GRADING OF ROADSIDE DITCH TO COUNTY SPECIFICATIONS AT THE TIME OF APPLICATION FOR CONSTRUCTION.

12. THE LOT SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.1.

13. 5.00 FEET SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF A NOTICE TO PROCEED.

14. A 4 FT. SIDEWALK IS REQUIRED ALONG ALL STREETS UPON THE ISSUANCE OF A BUILDING PERMIT, ON CORNER LOTS, THE OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.

15. ALL SUBDIVISION BOUNDARY LOT CORNERS HAVE CONCRETE MONUMENTS AND ALL LOT CORNERS HAVE CAPPED IRON ROD MARKERS.

16. CORNERS LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.

17. STREETLIGHT MUST BE LOCATED EVERY 300 FEET.

18. NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS.



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

INDEX TO SHEETS OF MILANOS ESTATES PHASE I SUBDIVISION	
SHEET 1: HEADING; INDEX; LOCATION MAP; PRINCIPAL CONTACTS; MAP, LOT, STREETS, AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION.	CHECKED: _____
SHEET 2: PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ENGINEER'S CERTIFICATION AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES; H.C.C.I.D.#9, H.C.C.I.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.	CHECKED: _____
SHEET 3: WATER LAYOUT, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER AND ENGINEER'S CERTIFICATION.	CHECKED: _____
SHEET 4: SANITARY SEWER LAYOUT, INCLUDING PROPOSED MANHOLES, AND SANITARY SEWER SERVICE LOCATION.	CHECKED: _____
SHEET 5: STORM SEWER, INCLUDING ALL DRAINAGE IMPROVEMENTS, CROSS--SECTIONS AND DRAINAGE REPORT.	CHECKED: _____
SHEET 6: PAVING & DRAINAGE DETAIL SHEET	CHECKED: _____
SHEET 7: WATER & SANITARY SEWER DETAIL SHEET	CHECKED: _____

PROJECT :

ENGINEER:
IVAN GARCIA P.E. R.P.L.S.

SURVEYOR:
IVAN GARCIA P.E. R.P.L.S.

CHECKED:
IVAN GARCIA P.E. R.P.L.S.

DRAWN:
OSCAR ALARCON JR.

SCALE:
AS SHOWN

DATE:
MAY 8, 2020

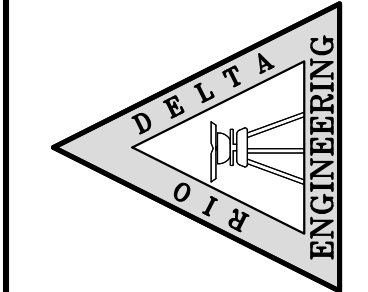
PROJECT:
SUB 19 027

REVISIONS:

PAGE NO.
2 OF 7

ISSUED FOR:
PRELIMINARY

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RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
IVAN GARCIA,
P.E. 115662 ON
MAY 8, 2020
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RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027

921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

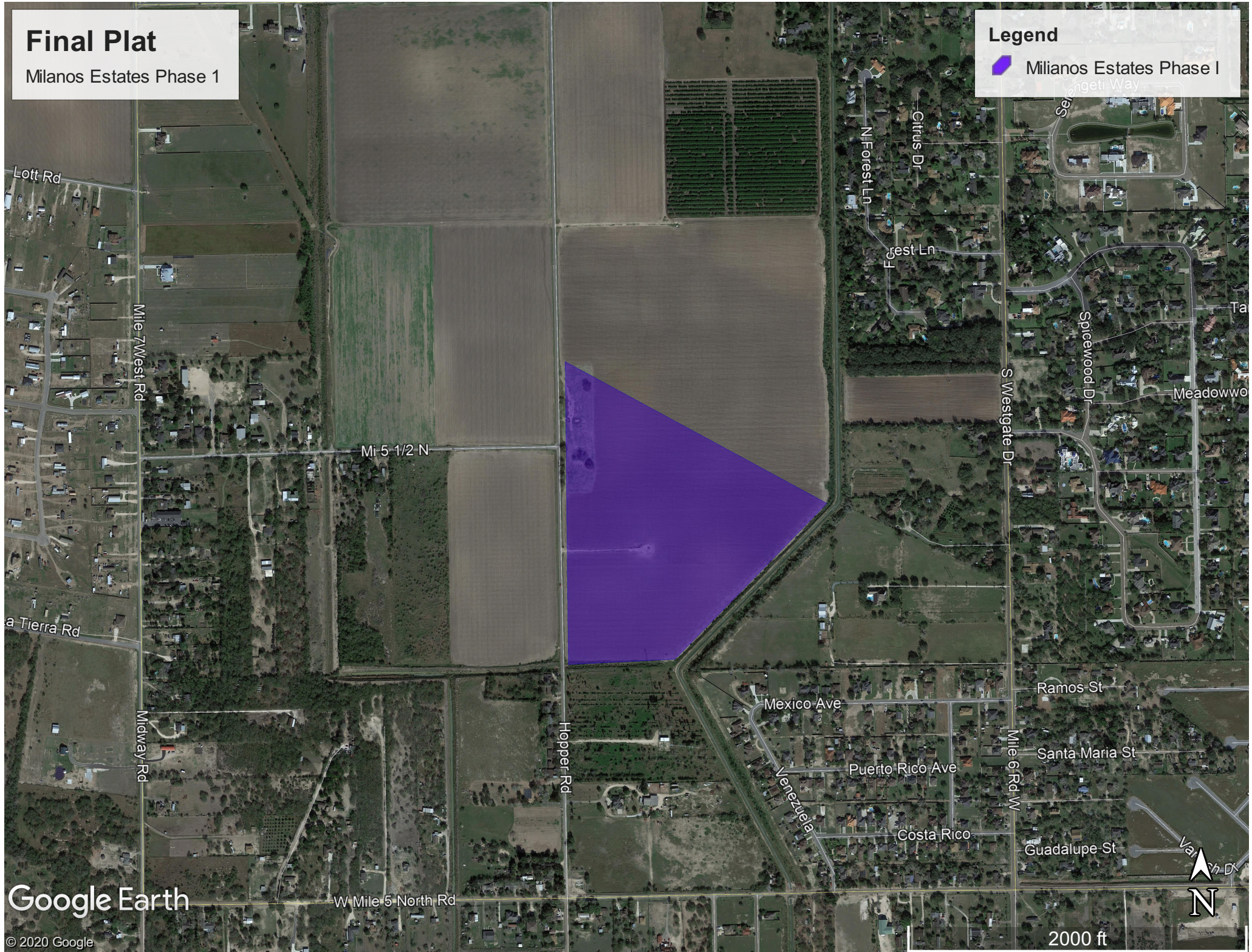
PLAT SHEET
MILANOS ESTATES PHASE I SUBDIVISION
HIDALGO COUNTY

Final Plat

Milanos Estates Phase 1

Legend

 Milanos Estates Phase I



Google Earth

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Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3596	
From: Rebekah De La Fuente			
Subject: Discussion and consideration for the Final Plat for Airport Heights being 27.080 acre Tract of land of Farm Tract 21 & 22, Block 135, West and Adams Tract Subdivision, Hidalgo County, Texas located approximately on the North corner of Airport and Business 83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed seventy-two (72) lot subdivision is inside the City of Weslaco city limits. This subdivision is being serviced with water by the City of Weslaco through an 8" waterline and sewer by the City of Weslaco services through an 8" sewer line. The property is within a Flood Zone "X". Applicant is requesting a variance for off-site drainage, and we have received letters of support from Irrigation District and Drainage District and a setback variance to allow a 10 ft rear setback			
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 and the variance for the setback and off-site drainage at the Regular meeting of September 2, 2020.			
Rebekah De La Fuente		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of Final plat and compliance with the ordinance on the variance request.			
Attachments, if any: Airport Heights Memo, Airport Heights- PLAT, Airport Heights- Aerial, Airport Heights - Application, Correspondence and Drainage Report			

Responsibilities upon Approval:

Staff will notify the applicant.

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

MEMO

TO: Mayor and City Commission

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

RE: Airport Heights

DATE: September 15, 2020

The proposed use for the 72-lot private subdivision will be four-plex apartment lots. The developer is currently requesting two variances.

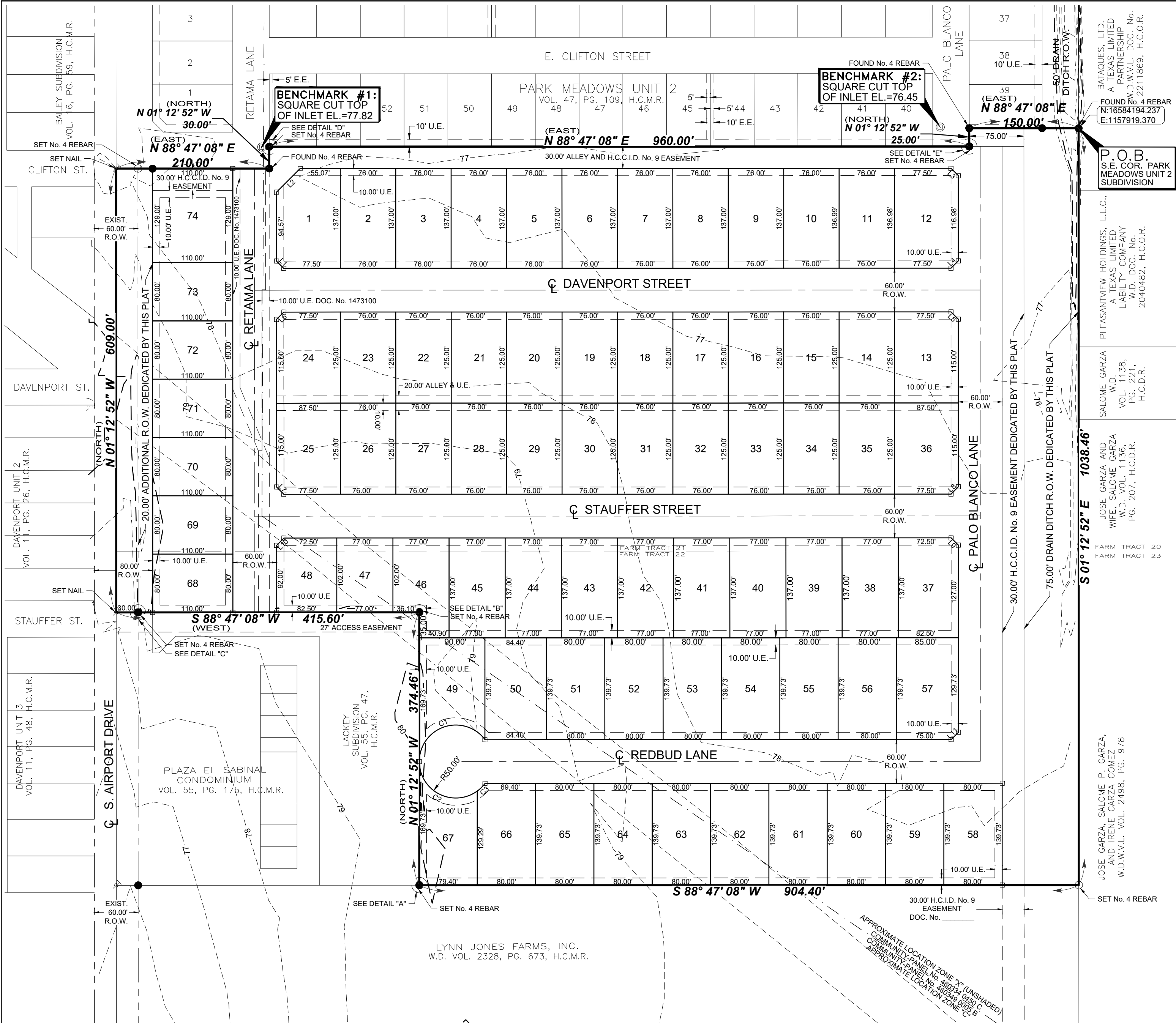
The first variance is to permit for a rear setback of 10 feet. The Zoning Ordinance requires a minimum rear setback of 20 feet. The City Commission has approved similar setbacks for previous apartment developments.

The second variance is to permit for off-site drainage. The developer has received letters of support from the Irrigation District and the Drainage District. The developer will excavate a linear portion of land running along the east side of the property to accommodate for the run-off. This will in turn create a new which is dedicated to the Irrigation District and is tying into the existing ditch to the north. This area drains to pump site #2.

The developer was asked by staff to relocate the proposed entrance from between lots 68 and 69 further north utilizing the existing roadway (E Clifton) as a point of entry for the subdivision with the access gate on Retama Lane located by Lot 74. The attached plat sheet reflects the requested change. The relocation of the entrance with prevent traffic from backing up onto Airport Drive and Business 83. The proposed gate on the North side of Palo Blanco Lane with be for emergency personnel use only.

Thank you,

Rebekah de la Fuente, CFM



Curve Data					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	124.90'	50.00'	143° 07' 46"	S70° 21' 04"W	94.87'
C2	109.97'	50.00'	126° 00' 53"	S64° 13' 21"E	89.11'
C3	14.94'	50.00'	017° 06' 53"	N44° 12' 46"E	14.88'

Irregular Lot Area Table			
Lot No.	Sq. Ft.	Area (AC.)	
49	11553.01	0.265	
66	11117.38	0.255	
67	10132.78	0.233	

Line Table		
Line #	Direction	Length
L1	S 46° 12' 52" E	14.14'
L2	S 43° 47' 08" W	45.86'
L3	N 46° 12' 52" W	14.14'
L4	N 43° 47' 08" E	14.14'
L5	N 46° 12' 52" W	14.14'
L6	N 43° 47' 08" E	14.14'
L7	S 46° 12' 52" E	14.14'
L8	N 43° 47' 08" E	14.14'
L9	N 46° 12' 52" W	14.14'
L10	N 43° 48' 02" E	14.14'
L11	S 43° 47' 08" W	14.14'

LEGEND

FOUND No. 4 REBAR
□ SET CONCRETE MONUMENT
□ SET SQUARE CUT
○ SET No. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT SET NAIL

AC - ACRE
DOC - DOCUMENT
EXIST - EXISTING
H.C.C.I.D. - HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
M&B - METES AND BOUNDS
No. - NUMBER
N.T.S. - NOT TO SCALE
PG. - PAGE
P.O.B. - POINT OF BEGINNING
R.O.W. - RIGHT OF WAY
S.E. COR. - SOUTH EAST CORNER
Sq. Ft. - SQUARE FEET
U.E. - UTILITY EASEMENT
VOL. - VOLUME
W.D. - WARRANTY DEED
W.D.W.L. - WARRANTY DEED WITH VENDOR'S LIEN
() - RECORDED DEED CALLS
() - RECORDED MAP CALLS
C - CENTER LINE



DRAWN BY: S.A. DATE 07-28-20
SURVEYED, CHECKED: DATE
FINAL CHECK: DATE

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

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

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: LYNN JONES FARMS, INC.	1600 BELLWOOD LN.	CANYON LAKE, TX 78133	(956) 571-0484	
ENGINEER: FRED L. KURTH, P.E.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR: ROBERTO N. TAMEZ, R.P.L.S.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

PLAT OF
AIRPORT HEIGHTS SUBDIVISION
BEING A RESUBDIVISION OF 27.080 ACRES OUT OF FARM TRACTS 21 AND 22, BLOCK 135 OF THE WEST AND ADAMS TRACTS AND OUT OF AN ABANDONED CANAL R.O.W. OF LLANO GRANDE GRANT CITY OF WESLACO, HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 27.080 ACRES SITUATED IN THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OF FARM TRACTS 21 AND 22, BLOCK 135, OF THE WEST AND ADAMS TRACTS AND OUT OF AN ABANDONED CANAL, RIGHT-OF-WAY, OF LLANO GRANDE GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS, WHICH SAID 27.080-ACRE TRACT IS OUT OF A CERTAIN TRACT CONVEYED TO LYNN JONES FARMS, INC., BY VIRTUE OF A WARRANTY DEED RECORDED IN VOLUME 2328, PAGE 673, HIDALGO COUNTY MAP RECORDS, SAID 27.080 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A No. 4 REBAR FOUND [NORTHING: 16584194.237, EASTING: 1157919.370] AT THE SOUTHEAST CORNER OF LACKEY SUBDIVISION, 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 47, PAGE 109, HIDALGO COUNTY MAP RECORDS, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

- THENCE, S 01° 12' 52" E ALONG THE EAST LINE OF SAID FARM TRACTS 21 AND 22, A DISTANCE OF 1,038.46 FEET TO A No. 4 REBAR SET, FOR THE SOUTHEAST CORNER OF THIS TRACT;
- THENCE, S 88° 47' 08" W A DISTANCE OF 804.40 FEET TO A No. 4 REBAR SET AT THE SOUTHEAST CORNER OF LACKEY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 55, PAGE 47, HIDALGO COUNTY MAP RECORDS, FOR THE SOUTHWEST CORNER OF THIS TRACT;
- THENCE, N 01° 12' 52" W (NORTH DEED CALL) ALONG THE EAST LINE OF SAID LACKEY SUBDIVISION, A DISTANCE OF 374.46 FEET TO A No. 4 REBAR SET AT THE NORTHEAST CORNER OF SAID LACKEY SUBDIVISION, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, S 88° 47' 08" W (WEST DEED CALL) ALONG THE NORTH LINE OF SAID LACKEY SUBDIVISION, AT DISTANCE OF 385.60 FEET PASS A No. 4 REBAR SET ON THE EXISTING EAST RIGHT-OF-WAY LINE OF AIRPORT DRIVE, CONTINUING A TOTAL DISTANCE OF 415.60 FEET TO A NAIL SET AT THE NORTHWEST CORNER OF SAID LACKEY SUBDIVISION, FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, N 01° 12' 52" W (NORTH DEED CALL) ALONG THE WEST LINE OF SAID FARM TRACT 22 AND WITHIN THE EXISTING RIGHT-OF-WAY OF AIRPORT DRIVE, A DISTANCE OF 609.00 FEET TO A NAIL SET AT THE SOUTHWEST CORNER OF SAID PARK MEADOWS UNIT 2, FOR THE NORTHWEST CORNER OF THIS TRACT;
- THENCE, N 88° 47' 08" E (EAST DEED CALL) ALONG A SOUTH LINE OF SAID PARK MEADOWS UNIT 2, AT A DISTANCE OF 30.00 FEET PASS A No. 4 REBAR SET ON THE EXISTING EAST RIGHT-OF-WAY LINE OF AIRPORT DRIVE, CONTINUING A TOTAL DISTANCE OF 210.00 FEET TO A No. 4 REBAR FOUND ON AN OUTSIDE CORNER OF SAID PARK MEADOWS UNIT 2, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, N 01° 12' 52" W (NORTH DEED CALL) ALONG A BOUNDARY LINE OF SAID PARK MEADOWS UNIT 2, A DISTANCE OF 30.00 FEET TO A No. 4 REBAR SET ON AN INSIDE CORNER OF SAID PARK MEADOWS UNIT 2, FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, N 88° 47' 08" E (EAST DEED CALL) ALONG A SOUTH LINE OF SAID PARK MEADOWS UNIT 2, A DISTANCE OF 960.00 FEET TO A No. 4 REBAR SET ON AN OUTSIDE CORNER OF SAID PARK MEADOWS UNIT 2, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, N 01° 12' 52" W (NORTH DEED CALL) ALONG A LINE OF SAID PARK MEADOWS UNIT 2, A DISTANCE OF 25.00 FEET TO A No. 4 REBAR FOUND ON AN INSIDE CORNER OF SAID PARK MEADOWS UNIT 2, FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, N 88° 47' 08" E (EAST DEED CALL) [WEST MAP CALL] ALONG A SOUTH LINE OF SAID PARK MEADOWS UNIT 2, AT A DISTANCE OF 100.00 FEET PASS A No. 4 REBAR FOUND IN LINE, CONTINUING A TOTAL DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.080 ACRES, OF WHICH 0.419 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF AIRPORT DRIVE, LEAVING AN EXISTING NET OF 26.661 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES & RESTRICTIONS:

- SETBACKS:
FRONT: 20'
REAR: 10'
SIDE: 5.00'
SIDE CORNER: 10.00'
CUL-DE-SAC: 20'

THE AVERAGE LOT DEPTH SHALL BE USED TO DETERMINE THE DIMENSION USED WHEN CALCULATING THE 20% LOT DEPTH FOR IRREGULAR LOTS.
- FLOOD ZONE DESIGNATION:
ZONE "X" UNSHADED ARE AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN. COMMUNITY-PANEL NUMBER: 480334 0450 C MAP REVISED: JUNE 6, 2000.
ZONE "C" ARE AREAS OF MINIMAL FLOODING. COMMUNITY-PANEL NUMBER: 480349 0005 B MAP REVISED: MARCH 4, 1980.
- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB LOCATED IN THE CENTER FRONT OF THE LOT.
- BENCHMARK NOTES:
BENCH MARK No. 1: SET SQUARE CUT ON TOP OF INLET. NORTHING: 16584144.905, EASTING: 1156799.827, ELEVATION: 77.82.
BENCHMARK No. 2: SET SQUARE CUT ON TOP OF INLET. NORTHING: 16584191.729, EASTING: 1157729.577, ELEVATION: 76.45.
- NO BUILDING IMPROVEMENTS SHALL BE PERMITTED ON OR WITHIN ANY EASEMENT IN THIS SUBDIVISION.
- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 222,952 CUBIC-FEET (5.118 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
- STORM WATER POLLUTION PREVENTION PLAN PRIOR TO BUILDING.
- A 4-FOOT SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. ON CORNER LOTS, THE OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.
- FOLLOW LANDSCAPE ORDINANCE AS PER CITY REQUIREMENTS.
- STREET LIGHT MUST BE LOCATED EVERY 300 FEET.
- NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
- CORNERS LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT THE FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
- COMMON AREAS, PRIVATE STREETS, AND DETENTION PONDS MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF WESLACO.
- NO ACCESS SHALL BE GRANTED FOR LOTS 1-7 ONTO AIRPORT DRIVE.
- ALL INTERIOR LOT CORNERS ARE SET BY No. 4 REBARS WITH PLASTIC CAP STAMPED MELDEN & HUNT.
- ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
- ALL PRIVATE STREETS, INCLUSIVE OF MEDIAN ISLANDS AND ANY SENTRY SHELTERS, PLUS ANY ACCOMPANYING STORM DRAINAGE, STREET LIGHTING, AND/OR SIDEWALKS, SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNERS ASSOCIATION. ALSO, ALL PERIMETER WALLS AND FENCES SHALL BE UNDER THE OWNERSHIP AND THE EXCLUSIVE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION FOR THE PURPOSES OF ENCLOSED PRIVACY, SECURITY, AND REPAIR.
- AFTER THE RECORDING OF THE PLAT'S CONDITIONS, COVENANTS, AND RESTRICTIONS (CCRs) TO THIS ASSURE MAINTENANCE OF COMMON AREAS AND MEDIAN ISLANDS, ETC., A BUILDING PERMIT APPLICATION MAY BE FILED WITH THE CITY OF WESLACO FOR ANY PROPOSED GATED ENTRY MECHANISMS WHEREAFTER IT SHALL BE REVIEWED FOR APPROVAL OR DISAPPROVAL BY THE CITY INCLUDING THE FIRE MARSHAL'S OFFICE. IN NO CASE SHALL GATE(S) BE INSTALLED WHERE A BUILDING PERMIT HAS NOT BEEN ISSUED.
- THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE CITY OF WESLACO AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM ANY LIABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS.

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9,
DATED THIS _____ DAY OF _____, 20____.

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.C.I.D. No. 9 RIGHTS-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. No. 9.
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OR STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
- H.C.C.I.D. No. 9 WILL NOT BE RESPONSIBLE FOR DRAINAGE / DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, H.C.C.I.D. No. 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.
- H.C.C.I.D. No. 9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

APPROVED BY DRAINAGE DISTRICT:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.21 (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 AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS AIRPORT HEIGHTS SUBDIVISION, DO HEREBY GRANT AN EASEMENT TO THE CITY OF WESLACO AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY. THE USE OF STREETS, ALLEYS, AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF WESLACO, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF WESLACO, RESIDENTS OF THE SUBDIVISION, AND THEIR GUESTS.

LYNN JONES FARMS, INC., A TEXAS COMPANY

LJF MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY
GENERAL PARTNER
GREGORY L. JONES

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED GREGORY L. JONES KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

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

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE _____ DAY OF _____, 20____.

FRED L. KURTH, PROFESSIONAL ENGINEER No. 54151
STATE OF TEXAS

DATE PREPARED: 07-28-20
ENGINEERING JOB No. 20068.00

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, 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 ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

DATED THIS THE _____ DAY OF _____, 20____.

FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No. 4750
STATE OF TEXAS

DATE SURVEYED: 04/18/19
T-1076, PG. 46-48
SURVEY JOB # 18130.08

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

APPROVED THIS THE _____ DAY OF _____, 20____.

CHAIRPERSON, PLANNING AND ZONING COMMISSION _____

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 _____ DATE _____

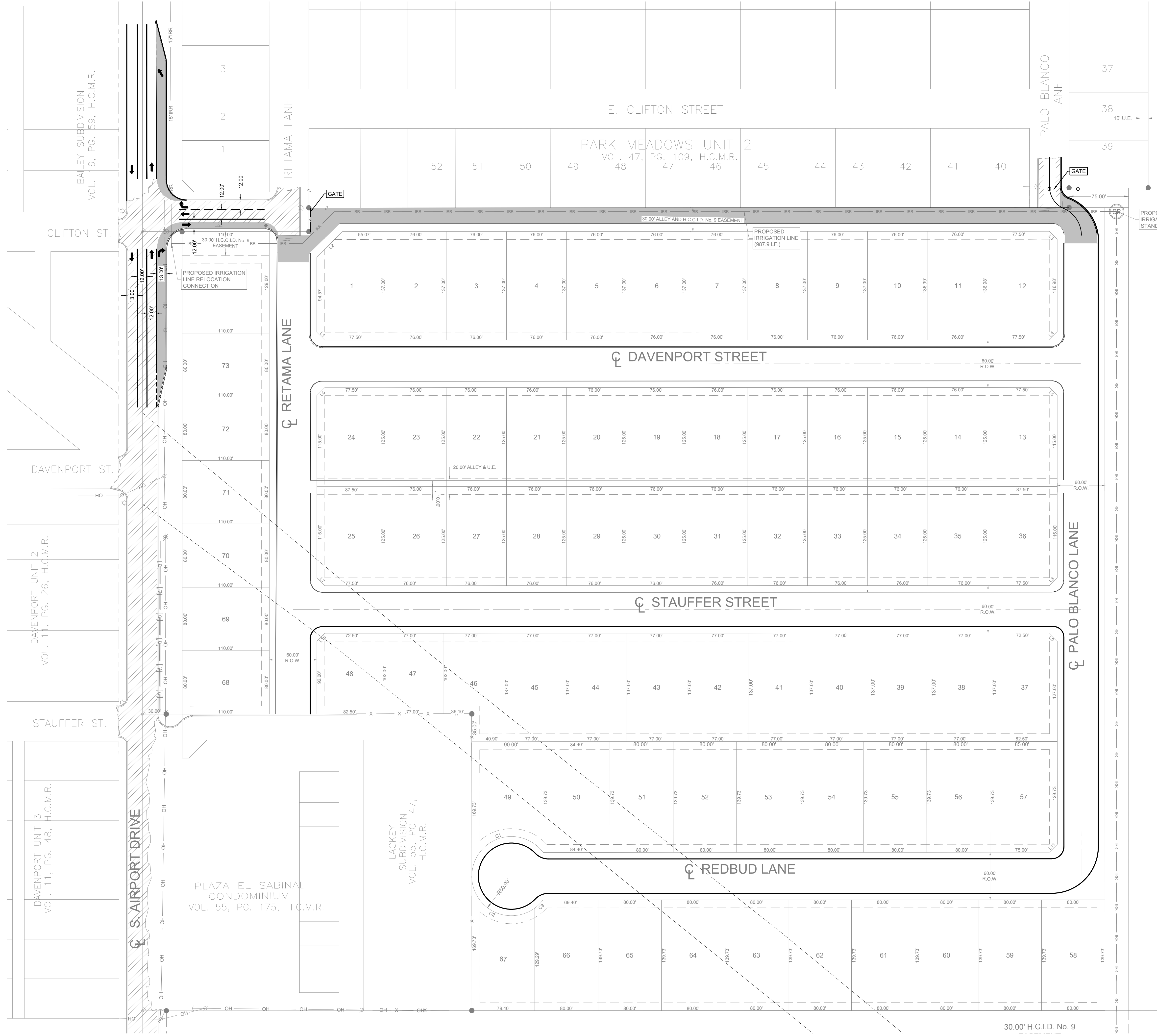
CITY CLERK _____ DATE _____

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

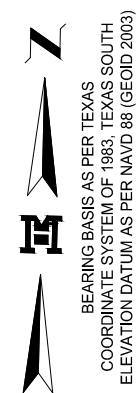
ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



LANE LAYOUT - AIRPORT DRIVE
SCALE: 1" = 100'

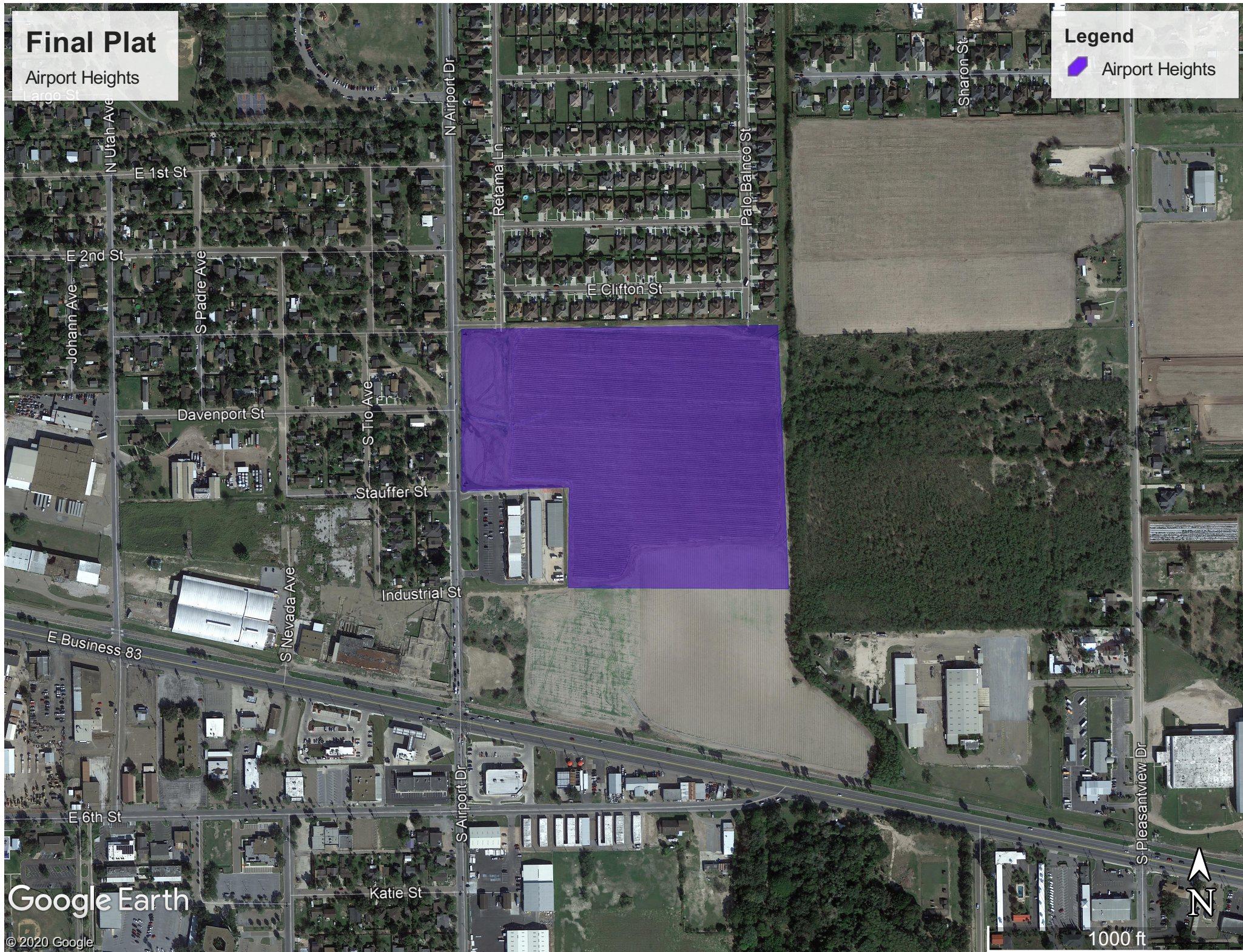


Final Plat

Airport Heights

Legend

 Airport Heights



Google Earth

© 2020 Google



APPLICATION FOR SUBDIVISION VARIANCE

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: AIRPORT HEIGHTS SUBDIVISION

Location: Just North of Hwy. 83 and East of Airport Drive, Weslaco, Texas

Legal Description: 27.080 Ac of land, being part of Farm Tracts 21 & 22, Bk 135 of the West of Adams Tracts conveyed to Lynn Jones Farms, Inc. in Warranty Deed recorded in Vol. 2328, Pg. 673, Hidalgo County Map

VARIANCE TYPE:

☐ Streetlights ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Fire Hydrants ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☒ YES ☐ NO

Describe in detail the reason for the variance request:

Request a rear yard variance from the required minimum of 20 feet from alley for carport to a 10-foot variance.

☐ Drainage ☒ YES ☐ NO

Describe in detail the reason for the variance request:

Off-site Drainage

☐ Minimum Lot Size ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Other _____ ☐ YES ☐ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: Lynn Jones Farms, Inc. Telephone: 956.571.0484 Blake J. Box

Address: 1600 Bellewood Lane Fax: _____

City: Canyon Lake State: Texas Zip: 78133 E-mail: blakejbox@aztecre.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Gregory L. Jones

Owner Signature:  Date: 6/26/2020

_____ is the authorized agent

Authorized Agent Signature: _____ Date: _____

Authorized Agent Printed Name: _____



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM

District General Manager

Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RICHARD F. CORTEZ
Chairman of the Board

JOE M. FLORES
Board Member

ELLIE TORRES
Board Member

August 21, 2020

Mike R. Perez
City Manager
255 S. Kansas Ave.
Weslaco, Texas 78596

RE: AIRPORT HEIGHTS SUBDIVISION

Dear Mr. Perez,

This letter is in response to a request from the Engineer of record for Airport Heights Subdivision, Fred Kurth, P.E. Our office has reviewed the proposed drainage statement for the above-mentioned development and sees no objections to the engineer's plan, to discharge into the existing HCCID No. 9 ditch. Although as part of our requirement we ask that if development is adjacent to a ditch, Right-of-way dedication will be required either 75' from the center of the existing ditch or 75' from the property line whichever is greater. Our office also requires that the new development accounts for the volume associated with the stormwater runoff generated from the developed property for a 50-year frequency storm event.

In summary, HCDD No.1 approves the concept of the drainage detention being provided by excavating the existing drainage ditch along the north of the subdivision and dedicating 75.0 feet of right of way from the centerline of the drain.

If you have any questions or need additional information, please feel free to give me a call at (956) 292-7080.

Sincerely,
Hidalgo County Drainage District No. 1


Omar Cano, PE, SIT, CFM
District Engineer III

CC: Mr. Raul E. Sesin, PE CFM – Hidalgo County Drainage District General Manager

General Office

(956) 565-2411
(956) 565-0521 Fax

E-Mail
hccid9general@hccid9.org



RANDALL WINSTON P.E.
General Manager

JUDY BEALL
Tax Assessor-Collector

P O Box 237 Mercedes, Texas 78570

August 24th, 2020

Mr. Fred Kurth, P.E.
Melden & Hunt, Inc.
115 West McIntyre
Edinburg, Texas 78541

RE: **Airport Heights** Subd. Drainage and Detention

Good morning Mr. Kurth:

I have received your revised cross sections and calculations dated 8/24/2020 for the Airport Heights Subdivision modified to include the 50 year detention volume in the proposed drain ditch as shown on your provided cross sections.

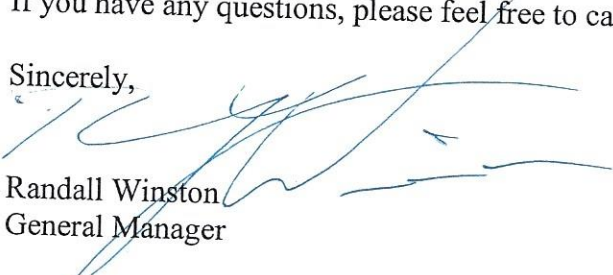
HCCID #9 does not object to storing the mandated 50 year detention within the Proposed ditch as shown on the cross sections. This Ditch will require the following:

1. The Eastern properties will be required to dedicate the additional 75' ROW for drainage prior to discharging.
2. The Proposed Ditch will require outlet controls going into the existing ditch North of the Proposed Subd.
3. Discharge permit will be required.

The maintenance of this section is within the City Limits of Weslaco and will be by their personnel. Please verify final design of with Mr. Albert Adana, P.E., City Engineer with the City of Weslaco.

If you have any questions, please feel free to call.

Sincerely,


Randall Winston
General Manager

HCCID #9
Mercedes, Texas
956-565-2411



TBPE Firm # F-1435
TBPLS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO A. REYNA • RUBEN JAMES DE JESUS

DRAINAGE STATEMENT

Airport Heights Subdivision

Job No.: 20068.00

Date: June 10, 2020

Revised: June 24, 2020

Airport Heights Subdivision is a subdivision of 27.080 acres out of Farm Tracts 21 and 22, Block 135 of the West and Adams Tracts and out of an abandoned canal right-of-way of Llano Grande Grant, City of Weslaco, Hidalgo County, Texas. The property is located along the east side of S. Airport Drive and approximately 774 feet north of Business Highway 83. This property is being proposed as a 73-Lot subdivision as a four-plex development. The property is currently open and is located in Zone "X" Unshaded in FEMA's Flood Insurance Rate Map, Community Panel No. 480334 0450 C, Map Revised June 6, 2000. Zone "X" Unshaded is defined as "areas determined to be outside 500-year floodplain." The property is also located in Zone "C" in FEMA's Flood Insurance Rate Map, Community Panel No. 480349 0005 B, Map Revised March 4, 1980. Zone "C" is defined as "areas of minimal flooding."

The soil is (28) Hidalgo sandy clay loam, (48) Racombes sandy clay loam, (70) Willacy fine sandy loam, and (72) Willacy-Urban land complex, which are all in Hydrologic Group "B". Soil Group "B" is moderately pervious with a relatively low plasticity index. (See excerpts from "Soil Survey of Hidalgo County, Texas").

Existing runoff is by surface flow in a southeasterly direction and has a runoff of 9.61 c.f.s. during the 10-year storm frequency, as per the attached calculations. Proposed runoff after development is 66.63 c.f.s., during the 50-year storm frequency, per the attached calculation, which is an increase of 57.02 c.f.s.

In accordance with the City of Weslaco drainage policy, the peak rate of runoff in the subdivision will not be increased from the 10-year rainfall event during the 50-year rainfall event due to the improvements in this subdivision. Therefore, as per attached calculations, the required 222,952 cubic feet (5.118 Ac.-Ft.) of detention will be provided within a proposed detention ditch with a design capacity of 228,150 cubic feet (5.237 Ac.-Ft.). The proposed drainage system shall consist of surface runoff into a proposed drainage system with storm pipe sizes ranging from 24" to 30" that will discharge into a proposed 55.0' wide detention ditch that will ultimately discharge into a canal owned and maintained by Hidalgo County and Cameron Irrigation District No. 9. The drainage and detention plan will be reviewed by the City of Weslaco Planning Department prior to issuance of the building permit.

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☒ CITY FACILITY	
☐ OTHER	
H.C.D.D. NO. <u>HCCID9</u>	
DATE <u>6/30/20</u>	

By: Fred L. Kurth
Fred L. Kurth, P.E.
President

Date 6-24



DRAINAGE REPORT

PROJECT NAME: **Airport Heights**
 PROJECT NUMBER: **20068**
 DATE: **June 3, 2020**

I. Existing Condition

Ex. Area: **1179589.53** sf
 27.08 ac
 Imp. Area: **0** sf
 % Imp. : **0.00**
 Slope : **0.51** %
 tc : **139.67** min
 Rainfall Intensity (10yr) **1.774** in/hr
 c factor **0.200**
 Q peak existing condition: **9.61** cfs

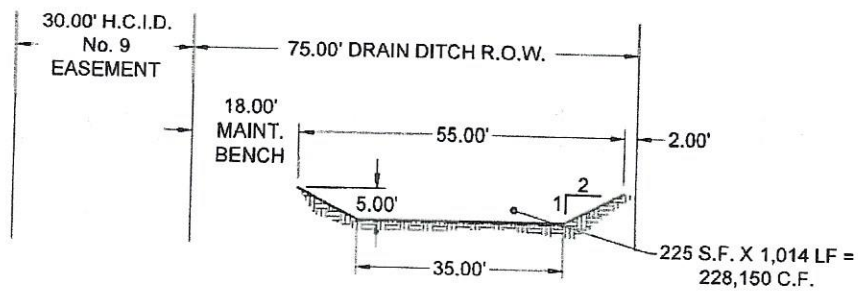
II. Future Condition

Future area: **1179589.53** sf
 27.08 ac
 Estimated Imp. Area: **94360** sf
 % Imp. : **0.08**
 Slope : **1.00** %
 tc : **56.73** min
 Rainfall Intensity (50yr) **4.297** in/hr
 c factor **0.573**
 Q future cond. = $Aci = i^*$ = **66.63** * **0.57**
 15.50704 i

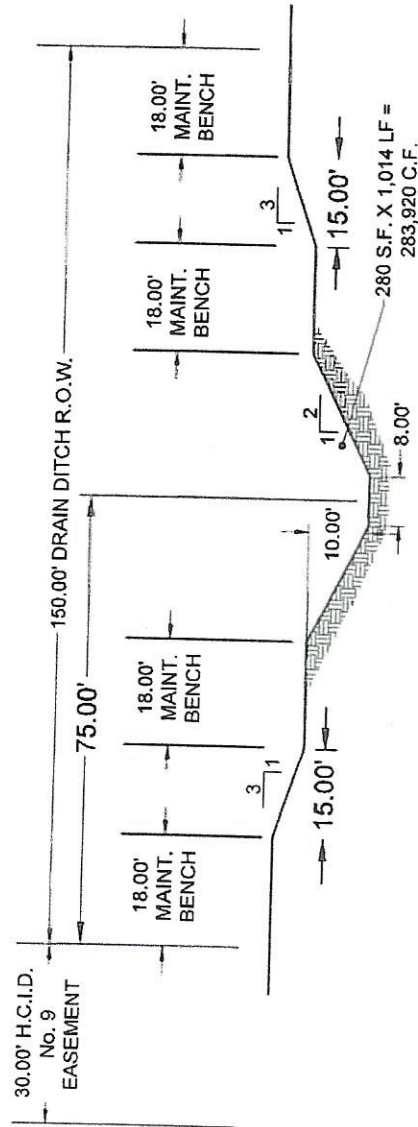
time min.	time hour	i in/hr	Qin cfs	Vin cf	Qout cfs	Vout cf	REQ'D V cf
5	0.08	13.57	210.43	63129	9.61	2883	60246
10	0.17	10.83	167.86	100718	9.61	5766	94952
15	0.25	9.10	141.15	127031	9.61	8649	118381
20	0.33	7.91	122.63	147156	9.61	11533	135623
25	0.42	7.03	108.94	163405	9.61	14416	148990
30	0.50	6.34	98.36	177050	9.61	17299	159751
35	0.58	5.80	89.89	188778	9.61	20182	168596
40	0.67	5.35	82.96	199110	9.61	23065	176045
45	0.75	4.98	77.16	208340	9.61	25948	182392
50	0.83	4.66	72.23	216695	9.61	28832	187864
60	1.00	4.14	64.26	231340	9.61	34598	196742
90	1.50	3.16	49.06	264947	9.61	51897	213050
120	2.00	2.60	40.26	289845	9.61	69196	220649
180	3.00	1.95	30.25	326746	9.61	103794	222952
240	4.00	1.59	24.61	354379	9.61	138392	215987

Storage Required: **222952** cf
 Storage Required: **5.118** Ac.-Ft.
 w/ release rate of: **9.61** cfs
 Storage per lot: **324.63** cf per lot
 Storage / Ac. Development: **0.189** Ac.Ft. per Ac.





GENERAL DETENTION DITCH CROSS SECTION
SCALE: 1" = 30'



FUTURE DITCH CROSS SECTION
SCALE: 1" = 30'



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: AIRPORT HEIGHTS SUBDIVISION

Location: Just North of Hwy. 83 and East of Airport Drive, Weslaco, Texas

Legal Description: 27.080 Ac of land, being part of Farm Tracts 21 & 22, Bk 135 of the West of Adams Tracts conveyed to Lynn Jones Farms, Inc. in Warranty Deed recorded in Vol. 2328, Pg. 673, Hidalgo County Map Records, Hidalgo County, Texas.

Is subdivision inside city limits? ☒ YES ☐ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R-1 One Family Dwelling

Existing Land Use: Open Space/Agriculture Proposed Land Use: R-2 Duplex & Apartments

Number of Lots Proposed: 72 Gross Acreage: 27.080 Ac

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: Lynn Jones Farms, Inc. Telephone: 956.571-0484 Blake J. Box

Address: 1600 Bellewood Lane

Fax: _____

City: Canyon Lake State: Texas Zip: 78133 E-mail: blakejbox@aztecre.com

ENGINEER INFORMATION

Name: Fred Kurth, P.E., R.P.L.S. - Melden and Hunt, Inc. Telephone: 956.381.0981

Address: 115 W. McIntyre Street Fax: 956.381.1839

City: Edinburg State: Texas Zip: 78541 E-mail: fkurth@meldenandhunt.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: City of Weslaco

☒ YES ☐ NO Wastewater Provision: City of Weslaco

☒ YES ☐ NO Electric Company: AEP

☒ YES ☐ NO Phone Utility TBD

☒ YES ☐ NO Gas Utility

☒ YES ☐ NO Cable Utility

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District HCDD #1

☒ YES ☐ NO Irrigation District HCCID #9

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

\$355.00 Planning Review fee

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

Contours

Flood Zones

Adjoiners

Existing street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

Proof of ownership of the property

If septic tank system required, submit soil evaluation report

Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

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

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

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

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

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

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

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

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Lynn Jones Farms Inc.

Owner Signature: [Signature] Date: 6/15/2020

Fred L. Kurth with Melden and Hunt, Inc. is the authorized agent

Authorized Agent Signature: [Signature] Date: _____

Authorized Agent Printed Name: Fred L. Kurth

THIS PAGE FOR STAFF USE ONLY

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

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

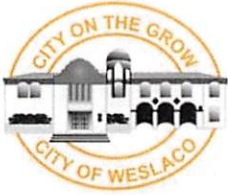
City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____

RCP# 2651775



APPLICATION FOR SUBDIVISION VARIANCE

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: AIRPORT HEIGHTS SUBDIVISION

Location: Just North of Hwy. 83 and East of Airport Drive, Weslaco, Texas

Legal Description: 27.080 Ac of land, being part of Farm Tracts 21 & 22, Bk 135 of the West of Adams Tracts conveyed to Lynn Jones Farms, Inc. in Warranty Deed recorded in Vol. 2328, Pg. 673, Hidalgo County Map

VARIANCE TYPE:

☐ Streetlights ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Fire Hydrants ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☒ YES ☐ NO

Describe in detail the reason for the variance request:

Request a rear yard variance from the required minimum of 20 feet from alley for carport to a 10-foot variance.

☐ Drainage ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Minimum Lot Size ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Other _____ ☐ YES ☐ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: Lynn Jones Farms, Inc. Telephone: 956.571.0484 Blake J. Box

Address: 1600 Bellewood Lane

Fax: _____

City: Canyon Lake State: Texas Zip: 78133 E-mail: blakejbox@aztecre.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Gregory L. Jones

Owner Signature: _____

Date: 6/26/2020

_____ 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 Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____

CITY OF WESLACO
956-968-3181REC#: 02649701 7/06/2020 11:55 AM
OPER: VM TERM: 041
REF#: 16417
PAID BY:TRAN: 203.0000 SUBDIVISION INSPECT
AIRPORT HEIGHTS
101-400-1025
SUBDIVISION INSPECT 55.00CRTENDERED: 55.00 CHECK
APPLIED: 55.00-

CHANGE 0.00

*Approved
mailed to
Rebekah
7-1-2020*

FIRM NAME: MELDEN & HUNT, INC. - #F1435

TITLE: AIRPORT HEIGHTS SUBDIVISION

PREPARED BY: FRED L. KURTH, P.E.

DATE: June 10, 2020 Revised: June 24, 2020



*Fred L. Kurth
6-24-20*

INDEX

- 1. Drainage Statement**
- 2. Drainage Calculations**
- 3. Weighted “C” Calculation**
- 4. Runoff Coefficients**
- 5. Location Map**
- 6. Subdivision Plat**
- 7. Drainage Layout**
- 8. USGS Topographical Map**
- 9. Rainfall Intensity Table**
- 10. Street Velocities & Capacities Flowing Curb Full Table**
- 11. USDA Soils Map**
- 12. USDA Soils Legend & Description**
- 13. FEMA FIRM with site location**



TBPE Firm # F-1435
TBPLS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO A. REYNA • RUBEN JAMES DE JESUS

DRAINAGE STATEMENT

Airport Heights Subdivision

Job No.: 20068.00

Date: June 10, 2020

Revised: June 24, 2020

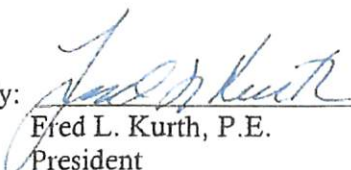
Airport Heights Subdivision is a subdivision of 27.080 acres out of Farm Tracts 21 and 22, Block 135 of the West and Adams Tracts and out of an abandoned canal right-of-way of Llano Grande Grant, City of Weslaco, Hidalgo County, Texas. The property is located along the east side of S. Airport Drive and approximately 774 feet north of Business Highway 83. This property is being proposed as a 73-Lot subdivision as a four-plex development. The property is currently open and is located in Zone "X" Unshaded in FEMA's Flood Insurance Rate Map, Community Panel No. 480334 0450 C, Map Revised June 6, 2000. Zone "X" Unshaded is defined as "areas determined to be outside 500-year floodplain." The property is also located in Zone "C" in FEMA's Flood Insurance Rate Map, Community Panel No. 480349 0005 B, Map Revised March 4, 1980. Zone "C" is defined as "areas of minimal flooding."

The soil is (28) Hidalgo sandy clay loam, (48) Racombes sandy clay loam, (70) Willacy fine sandy loam, and (72) Willacy-Urban land complex, which are all in Hydrologic Group "B". Soil Group "B" is moderately pervious with a relatively low plasticity index. (See excerpts from "Soil Survey of Hidalgo County, Texas").

Existing runoff is by surface flow in a southeasterly direction and has a runoff of 9.61 c.f.s. during the 10-year storm frequency, as per the attached calculations. Proposed runoff after development is 66.63 c.f.s., during the 50-year storm frequency, per the attached calculation, which is an increase of 57.02 c.f.s.

In accordance with the City of Weslaco drainage policy, the peak rate of runoff in the subdivision will not be increased from the 10-year rainfall event during the 50-year rainfall event due to the improvements in this subdivision. Therefore, as per attached calculations, the required 222,952 cubic feet (5.118 Ac.-Ft.) of detention will be provided within a proposed detention ditch with a design capacity of 228,150 cubic feet (5.237 Ac.-Ft.). The proposed drainage system shall consist of surface runoff into a proposed drainage system with storm pipe sizes ranging from 24" to 30" that will discharge into a proposed 55.0' wide detention ditch that will ultimately discharge into a canal owned and maintained by Hidalgo County and Cameron Irrigation District No. 9. The drainage and detention plan will be reviewed by the City of Weslaco Planning Department prior to issuance of the building permit.

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☒ CITY FACILITY	
☒ OTHER	
H.C.D.D. NO. <u>HCCID9</u>	
DATE <u>6/30/20</u>	

By: 
Fred L. Kurth, P.E.
President

Date 6-24-20



DRAINAGE REPORT

PROJECT NAME: **Airport Heights**
 PROJECT NUMBER: **20068**
 DATE: **June 3, 2020**

I. Existing Condition

Ex. Area: **1179589.53** sf
 27.08 ac
 Imp. Area: **0** sf
 % Imp. : 0.00
 Slope : **0.51** %
 tc : **139.67** min
 Rainfall Intensity (10yr) 1.774 in/hr
 c factor 0.200
 Q peak existing condition: 9.61 cfs

II. Future Condition

Future area: 1179589.53 sf
 27.08 ac
 Estimated Imp. Area: **94360** sf
 % Imp. : 0.08
 Slope : 1.00 %
 tc : **56.73** min
 Rainfall Intensity (50yr) 4.297 in/hr
 c factor 0.573
 Q future cond. = $Aci = i^*$ = 66.63 * 0.57
 15.50704 i

time min.	time hour	i in/hr	Qin cfs	Vin cf	Qout cfs	Vout cf	REQ'D V cf
5	0.08	13.57	210.43	63129	9.61	2883	60246
10	0.17	10.83	167.86	100718	9.61	5766	94952
15	0.25	9.10	141.15	127031	9.61	8649	118381
20	0.33	7.91	122.63	147156	9.61	11533	135623
25	0.42	7.03	108.94	163405	9.61	14416	148990
30	0.50	6.34	98.36	177050	9.61	17299	159751
35	0.58	5.80	89.89	188778	9.61	20182	168596
40	0.67	5.35	82.96	199110	9.61	23065	176045
45	0.75	4.98	77.16	208340	9.61	25948	182392
50	0.83	4.66	72.23	216695	9.61	28832	187864
60	1.00	4.14	64.26	231340	9.61	34598	196742
90	1.50	3.16	49.06	264947	9.61	51897	213050
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240	4.00	1.59	24.61	354379	9.61	138392	215987

Storage Required: 222952 cf
 Storage Required: 5.118 Ac.-Ft.
 w/ release rate of: 9.61 cfs
 Storage per lot: **222952** cf per lot
 Storage / Ac. Development: 0.189 Ac.Ft. per Ac.



Weighted "c" value				
Type of Drainage Area	"c" value:	Square Footage	Acreage	partial "c"
Residential				
Single Family (Lots less than 1/4 acre)	0.35	0	0.000	0.000
Single Family (Lots 1/4 to 1/2 acre)	0.3	0	0.000	0.000
Single Family (Lots greater than 1/2 acre)	0.25	0	0.000	0.000
Multi-Family (Less than 20 DU / AC)	0.45	0	0.000	0.000
Multi-Family (Greater than 20 DU / AC)	0.55	750695.75	17.234	9.478
Business Districts:	0.75	0	0.000	0.000
Industrial				
Light areas	0.5	0	0.000	0.000
Heavy areas	0.6	0	0.000	0.000
Railroad yard areas	0.2	0	0.000	0.000
Parks, cemeteries	0.1	0	0.000	0.000
Unimproved Areas				
Bare Surface	0.3	110161.76	2.529	0.759
Grassland	0.25	88159.06	2.024	0.506
Cultivated	0.2	0	0.000	0.000
Woodlands	0.15	0	0.000	0.000
Streets				
Asphalt	0.9	230572.96	5.293	4.764
Concrete	0.75	0	0.000	0.000
Drives and walks	0.9	0	0.000	0.000
Total:		1,179,590	27.080	15.507
Weighted "c":			0.573	

$$C_W = (C_1A_1 + C_2A_2 + C_3A_3 + \dots C_nA_n) / A_{\text{total}}$$

C_W = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

A_n = Area of n-th term

A_{total} = Total Area (acres)

A_{total} = Total Area (acres)

$$C_W = (C_1A_1 + C_2A_2 + C_3A_3 + \dots C_nA_n) / A_{\text{total}}$$

C_W = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

A_n = Area of n-th term

A_{total} = Total Area (acres)

H.C.D.D. No. 1 "c" values for Rational Method	
Type of Drainage Area	Runoff Coefficient "c"
Residential	
Single Family (Lots less than 1/4 acre)	0.35
Single Family (Lots 1/4 to 1/2 acre)	0.3
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 Districts:	0.7
Industrial	
Light areas	0.5
Heavy areas	0.6
Railroad yard areas	0.2
Parks, cemeteries	0.1
Unimproved Areas	
Bare Surface	0.3
Grassland	0.25
Cultivated	0.2
Woodlands	0.15
Streets	
Asphalt	0.7
Concrete	0.75
Drives and walks	0.75

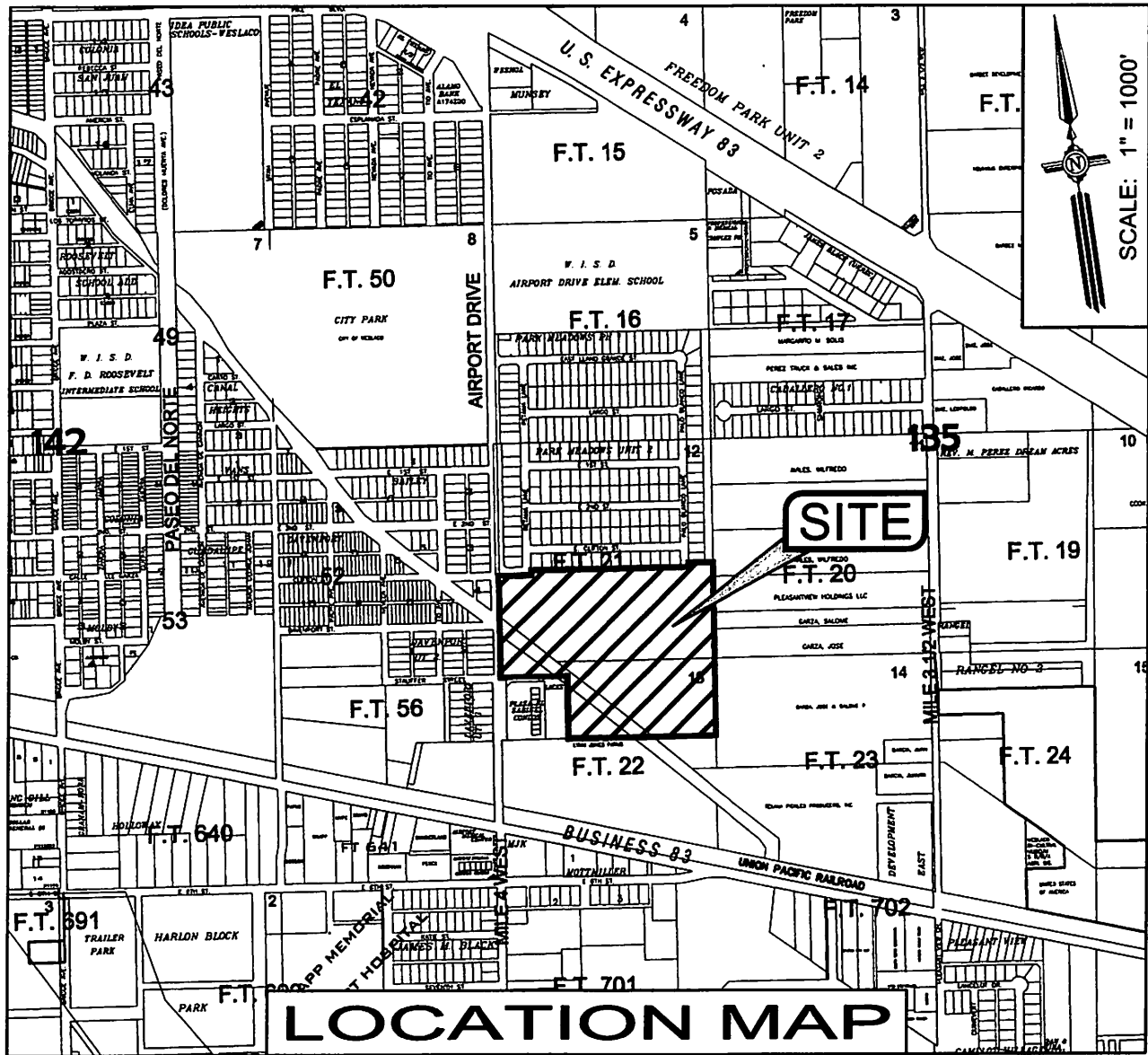
$$C_w = (C_1A_1 + C_2A_2 + C_3A_3 + \dots + C_nA_n) / A_{total}$$

C_w = Weighted Runoff Coefficient (Composite Coefficient)

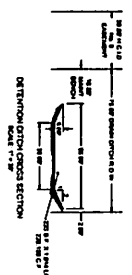
C_n = Runoff Coefficient n-th term

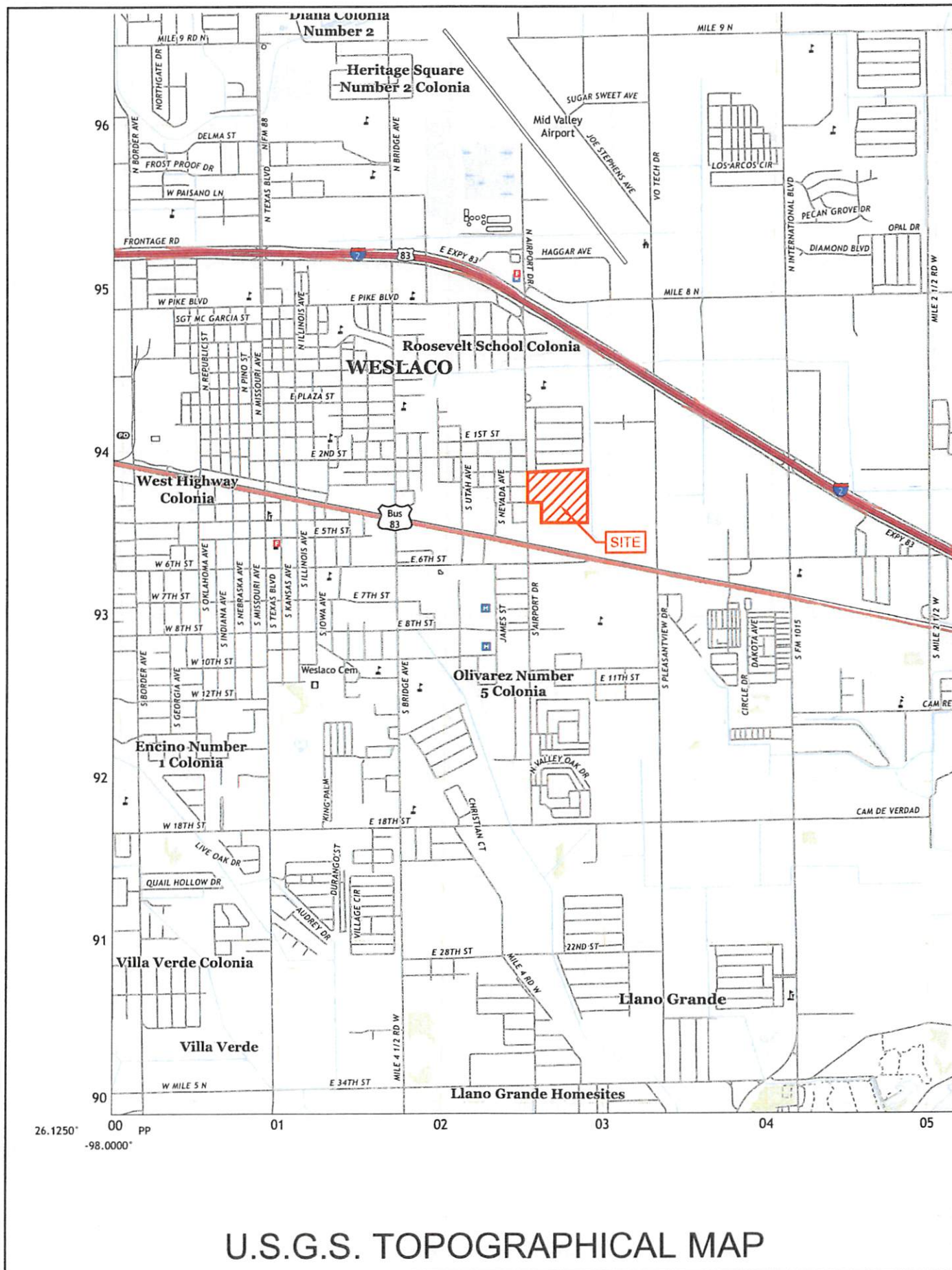
A_n = Area of n-th term

A_{total} = Total Area (acres)



AIRPORT HEIGHTS SUBDIVISION

[illegible]



Appendix 1.0

HIDALGO COUNTY RAINFALL INTENSITY TABLES

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

$$\text{formula } I = b/(t_c + d)^e$$

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

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

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

Prepared By Melden & Hunt, Inc.

Appendix 1.0 (cont.)

HIDALGO COUNTY RAINFALL INTENSITY TABLES (cont.)

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

$$\text{formula } I = b/(t_c + d)^e$$

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

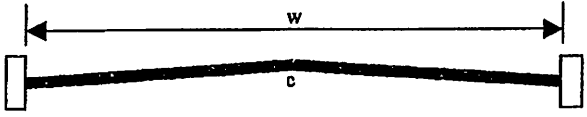
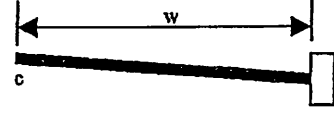
TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
290	0.647	0.860	1.031	1.209	1.384	1.514
295	0.639	0.849	1.018	1.193	1.367	1.496
300	0.630	0.838	1.005	1.178	1.350	1.478
305	0.622	0.828	0.992	1.164	1.334	1.460
310	0.614	0.817	0.980	1.150	1.319	1.444
315	0.606	0.807	0.969	1.136	1.303	1.427
320	0.598	0.797	0.957	1.123	1.288	1.411
325	0.591	0.788	0.946	1.110	1.274	1.395
330	0.583	0.779	0.935	1.097	1.260	1.380
335	0.576	0.770	0.924	1.085	1.246	1.365
340	0.570	0.761	0.914	1.073	1.233	1.351
345	0.563	0.752	0.904	1.061	1.220	1.337
350	0.556	0.744	0.894	1.050	1.207	1.323
355	0.550	0.736	0.885	1.039	1.195	1.309
360	0.544	0.728	0.875	1.028	1.182	1.296
365	0.538	0.720	0.866	1.017	1.171	1.284
370	0.532	0.713	0.857	1.007	1.159	1.271
375	0.526	0.705	0.849	0.997	1.148	1.259
380	0.521	0.698	0.840	0.987	1.137	1.247
385	0.515	0.691	0.832	0.977	1.126	1.235
390	0.510	0.684	0.824	0.968	1.115	1.224
395	0.504	0.677	0.816	0.958	1.105	1.212
400	0.499	0.671	0.808	0.949	1.095	1.201
405	0.494	0.664	0.800	0.940	1.085	1.191
410	0.489	0.658	0.793	0.932	1.075	1.180
415	0.485	0.652	0.786	0.923	1.066	1.170
420	0.480	0.646	0.779	0.915	1.056	1.160
425	0.475	0.640	0.772	0.907	1.047	1.150
430	0.471	0.634	0.765	0.899	1.038	1.140
435	0.466	0.628	0.758	0.891	1.029	1.131
440	0.462	0.623	0.751	0.883	1.021	1.121
445	0.458	0.617	0.745	0.876	1.012	1.112
450	0.454	0.612	0.739	0.869	1.004	1.103
455	0.450	0.607	0.733	0.861	0.996	1.094
460	0.446	0.602	0.726	0.854	0.988	1.086

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

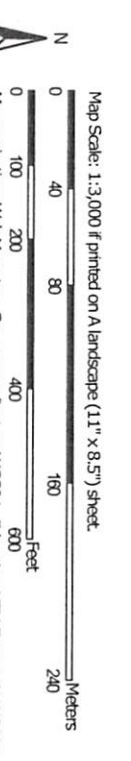
25yr	50yr	100yr
0.771	0.749	0.740
98	99	103
9.2	9.2	9.6

Prepared By Melden & Hunt, Inc.

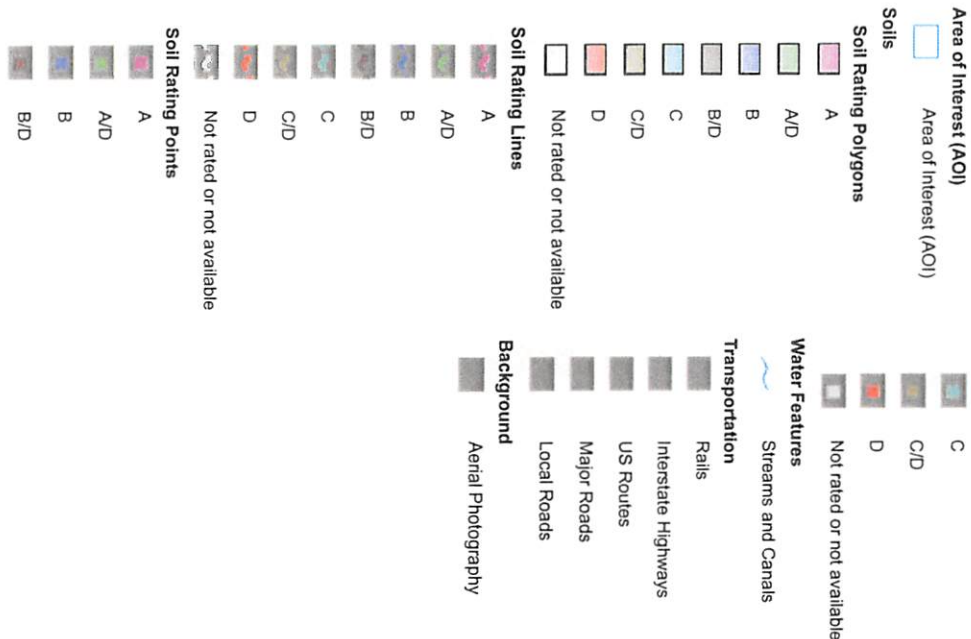
Appendix 3.0
Street Velocities and Capacities Flowing Curb Full
Manning's $n = 0.018$

										
	Local Street		Local Street		Collector Street		Secondary Street (half-section)		Primary Street (half-section)	
	$w = 30'$		$w = 40'$		$w = 44'$		$w = 24'$			
Slope %	$c = 4''$ $wp = 31.16$ $A = 12.45$ $r = 0.40$		$c = 4''$ $wp = 41.17$ $A = 16.67$ $r = 0.405$		$c = 5''$ $wp = 45.17$ $A = 16.50$ $r = 0.365$		$c = 6''$ $wp = 24.66$ $A = 7.92$ $r = 0.32$		$c = 9''$ $wp = 28.52$ $A = 8.12$ $r = 0.28$	
	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs
0.10	1.42	17.68	1.43	23.81	1.33	22.01	1.22	9.66	1.12	9.09
0.15	1.74	21.66	1.74	29.17	1.63	26.96	1.50	11.88	1.37	11.12
0.20	2.00	24.90	2.02	33.68	1.89	31.13	1.73	13.70	1.58	12.83
0.25	2.24	27.89	2.26	37.66	2.11	34.80	1.93	15.29	1.77	14.37
0.30	2.46	30.63	2.47	41.25	2.31	38.13	2.12	16.79	1.94	15.75
0.35	2.65	32.99	2.67	44.56	2.50	41.18	2.29	18.14	2.09	16.97
0.40	2.84	35.36	2.86	47.64	2.67	44.02	2.44	19.32	2.24	18.19
0.45	3.01	37.47	3.03	50.53	2.83	46.69	2.59	20.51	2.37	19.24
0.50	3.17	39.47	3.19	53.26	2.98	49.22	2.73	21.62	2.50	20.30
0.55	3.32	41.33	3.35	55.86	3.13	51.62	2.87	22.73	2.62	21.27
0.60	3.47	43.20	3.50	58.34	3.27	53.92	2.99	23.68	2.74	22.25
0.65	3.61	44.94	3.64	60.72	3.40	56.12	3.12	24.71	2.86	23.14
0.70	3.75	46.62	3.78	63.02	3.53	58.24	3.23	25.58	2.96	24.04
0.75	3.88	48.31	3.91	66.23	3.65	60.28	3.35	26.53	3.06	24.85
0.80	4.01	49.92	4.04	67.37	3.77	62.26	3.46	27.40	3.16	25.66
0.85	4.13	51.42	4.17	69.44	3.89	64.17	3.56	28.20	3.26	26.47
0.90	4.25	52.91	4.29	71.45	4.00	66.03	3.67	29.07	3.35	27.20
0.95	4.37	54.41	4.40	73.41	4.11	67.84	3.77	29.86	3.44	27.93
1.00	4.48	55.78	4.52	75.31	4.22	69.61	3.86	30.57	3.53	28.66
1.50	5.49	68.35	5.53	92.25	5.17	85.25	4.73	37.46	4.33	35.16
2.00	6.34	78.93	6.39	106.52	5.97	98.44	5.46	43.24	5.00	40.60
2.50	7.09	88.27	7.14	119.09	6.67	110.06	6.11	48.39	5.59	45.39
3.00	7.76	96.61	7.83	130.46	7.31	120.56	6.69	52.98	6.12	49.59
3.50	8.39	104.46	8.45	140.91	7.89	130.22	7.23	57.26	6.61	53.67
4.00	8.97	111.68	9.04	150.64	8.44	139.21	7.73	61.22	7.07	57.41
4.50	9.51	118.40	9.58	159.78	8.95	147.66	8.20	64.94	7.50	60.90
5.00	10.02	124.75	10.10	168.42	9.43	155.65	8.64	68.43	7.90	64.15
5.50	10.51	130.85	10.60	176.64	9.89	163.24	9.06	71.76	8.29	67.31
6.00	10.98	136.70	11.07	184.49	10.33	170.50	9.46	74.92	8.65	70.24
6.50	11.43	143.30	11.52	192.03	10.76	177.46	9.85	78.01	9.01	73.16
7.00	11.86	147.66	11.95	199.28	11.16	184.16	10.22	80.94	9.35	75.92
7.50	12.28	152.89	12.37	206.27	11.55	190.63	10.58	83.79	9.68	78.60
8.00	12.68	157.85	12.78	213.04	11.93	196.88	10.93	86.57	9.99	81.12
8.50	13.07	162.72	13.17	219.59	12.30	202.94	11.26	89.18	10.30	83.64
9.00	13.45	167.45	13.55	225.96	12.66	208.82	11.59	91.79	10.60	86.07
9.50	13.82	172.06	13.93	232.15	13.00	214.54	11.91	94.33	10.89	88.43
10.00	14.18	176.54	14.29	238.18	13.34	220.12	12.22	96.78	11.17	90.70

Custom Soil Resource Report
Map—Hydrologic Soil Group (Airport Heights Subdivision)



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 18, Sep 12, 2019

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.

Custom Soil Resource Report

Table—Hydrologic Soil Group (Airport Heights Subdivision)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	B	7.7	28.6%
48	Racombes sandy clay loam, 0 to 1 percent slopes	B	2.4	8.7%
70	Willacy fine sandy loam, 0 to 1 percent slopes	B	16.7	61.8%
72	Willacy-Urban land complex, 0 to 3 percent slopes	B	0.2	0.9%
Totals for Area of Interest			27.1	100.0%

Rating Options—Hydrologic Soil Group (Airport Heights Subdivision)

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



APPROXIMATE SCALE
2000 0 2000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER

480334 0450 C

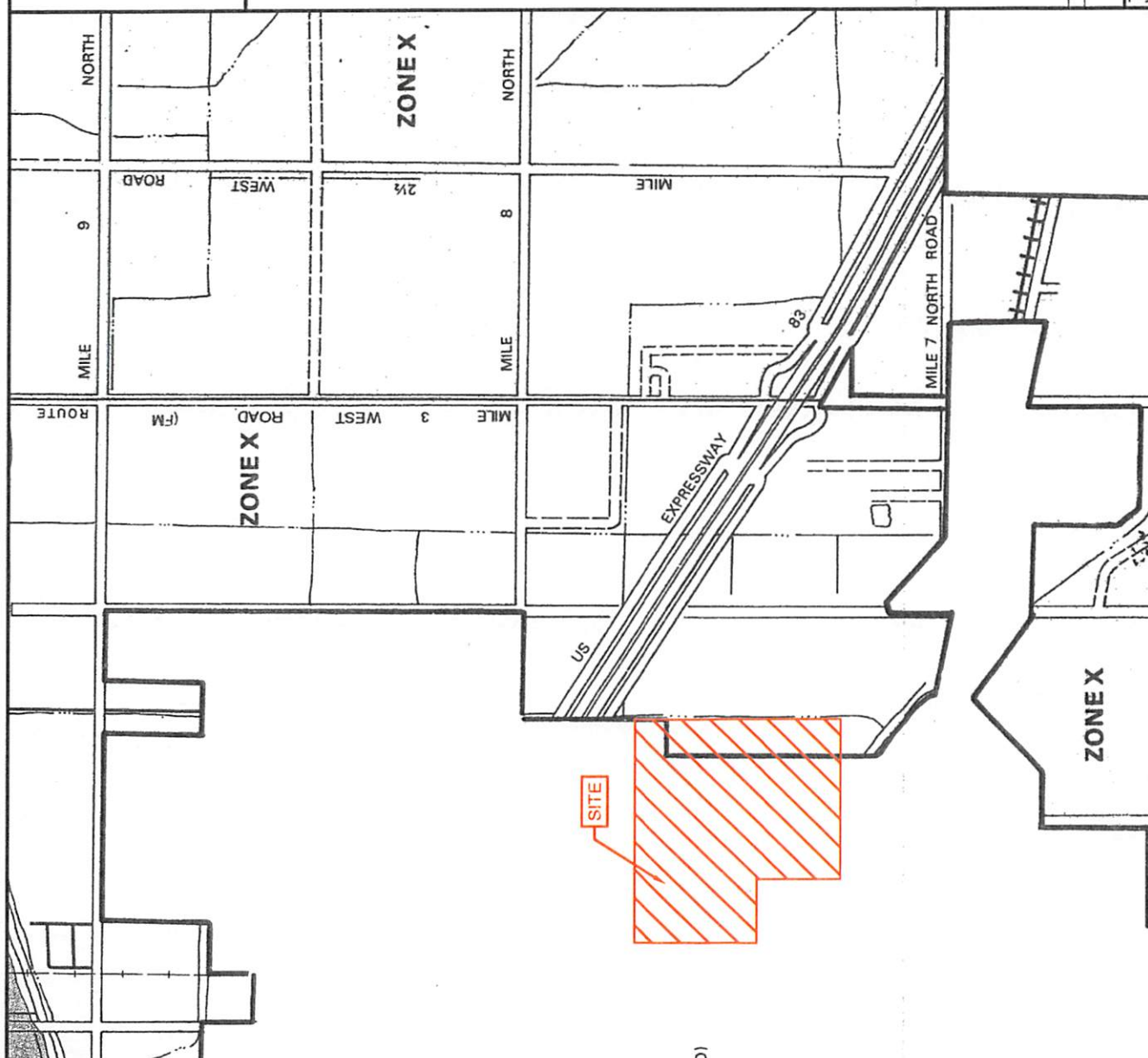
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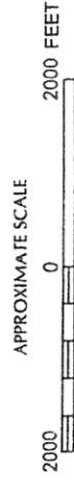
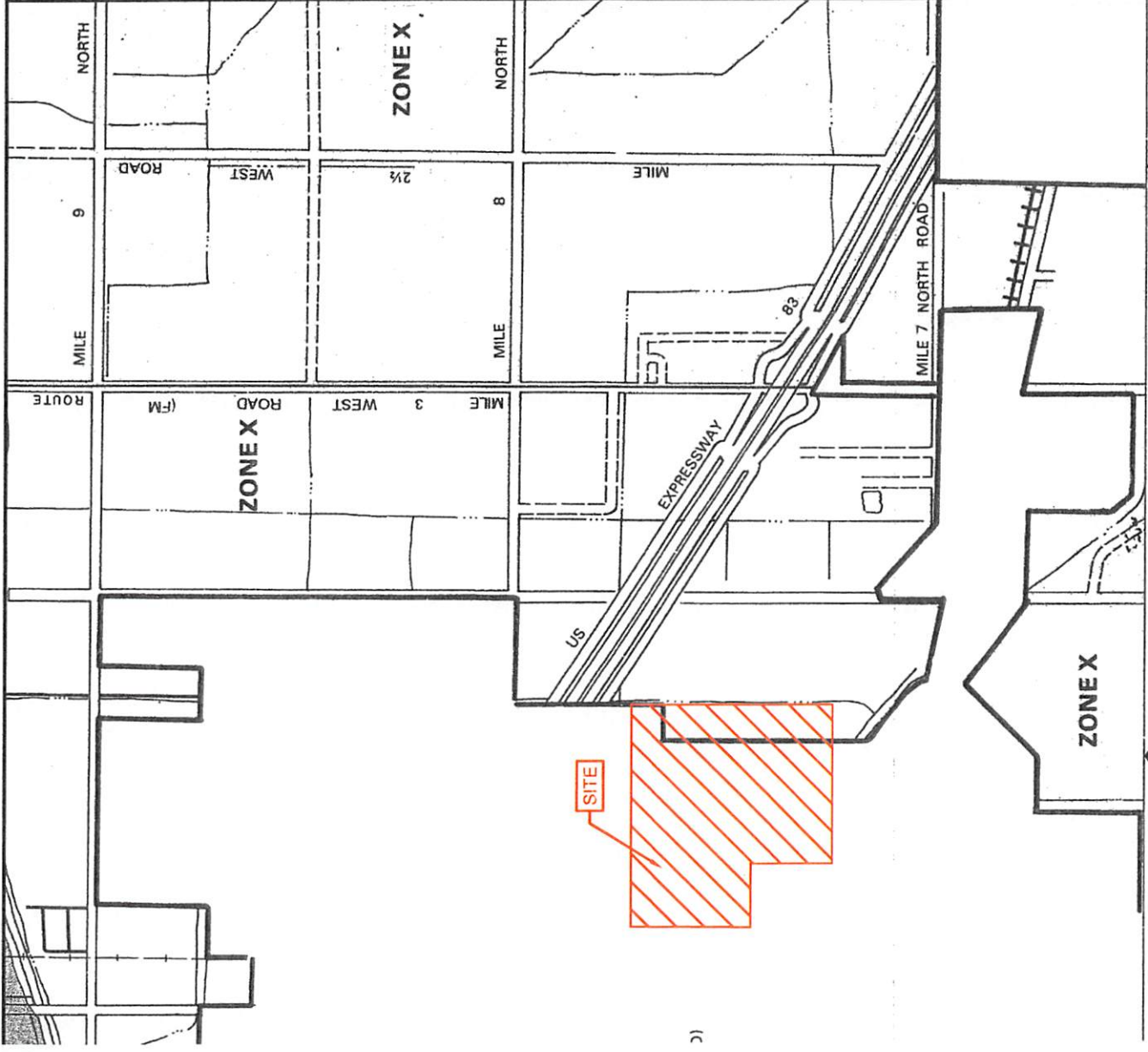
JUNE 6, 2000



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov





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 AD** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined; velocities also determined.
- ZONE A99** To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

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

OTHER AREAS

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

UNDEVELOPED COASTAL BARRIERS†

- Identified 1983
- Identified 1979
- Designated Protected Areas

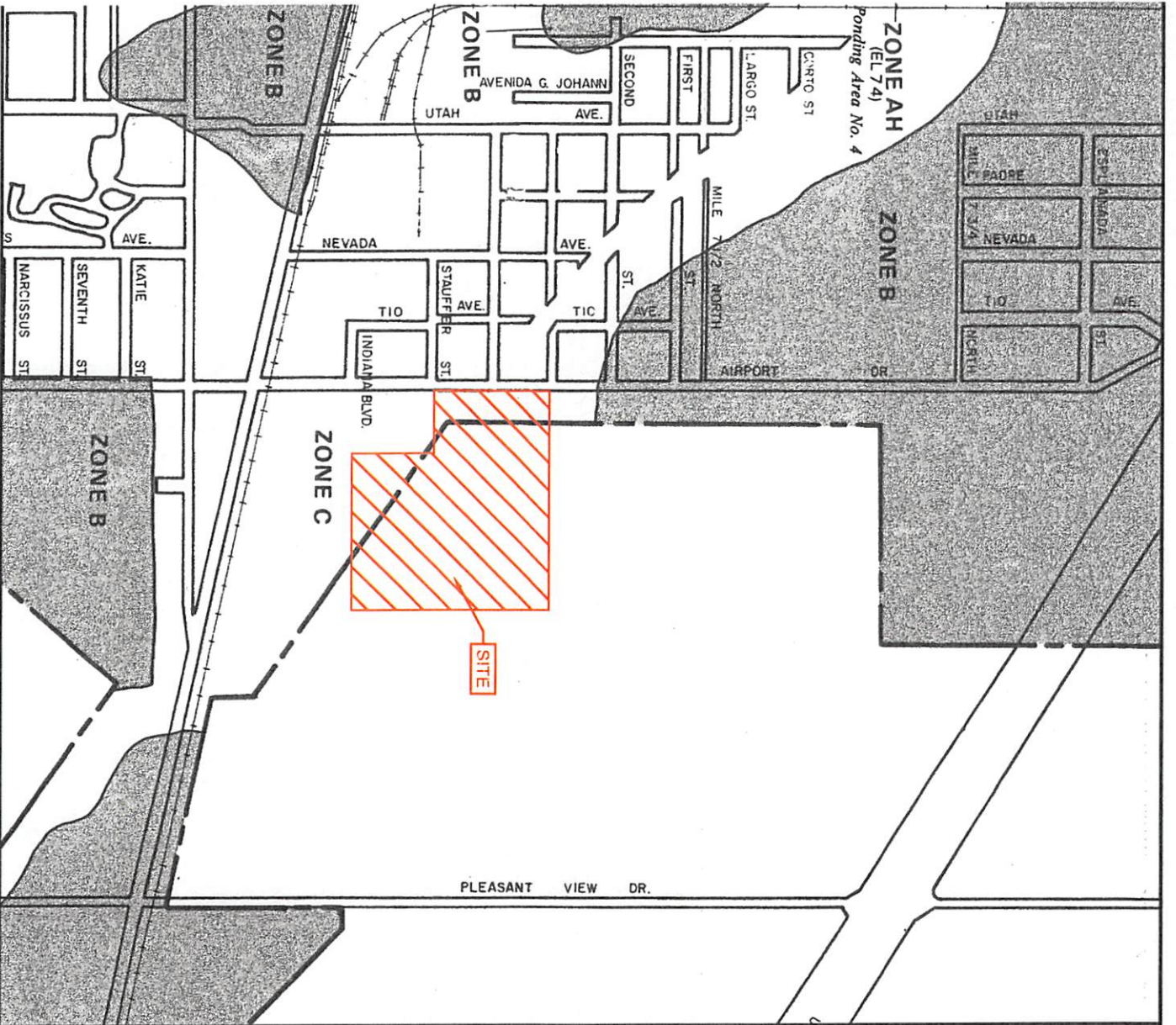
- Coastal barrier areas are normally located within or adjacent to special flood hazard areas.
- Floodplain Boundary
- Floodway Boundary
- Zone D Boundary

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

Base Flood Elevation Line; Elevation in Feet*

Cross Section Line
Base Flood Elevation in Feet Where Uniform Within Zone*

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APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

CITY OF
WESLACO, TEXAS
HIDALGO COUNTY

ONLY PANEL PRINTED

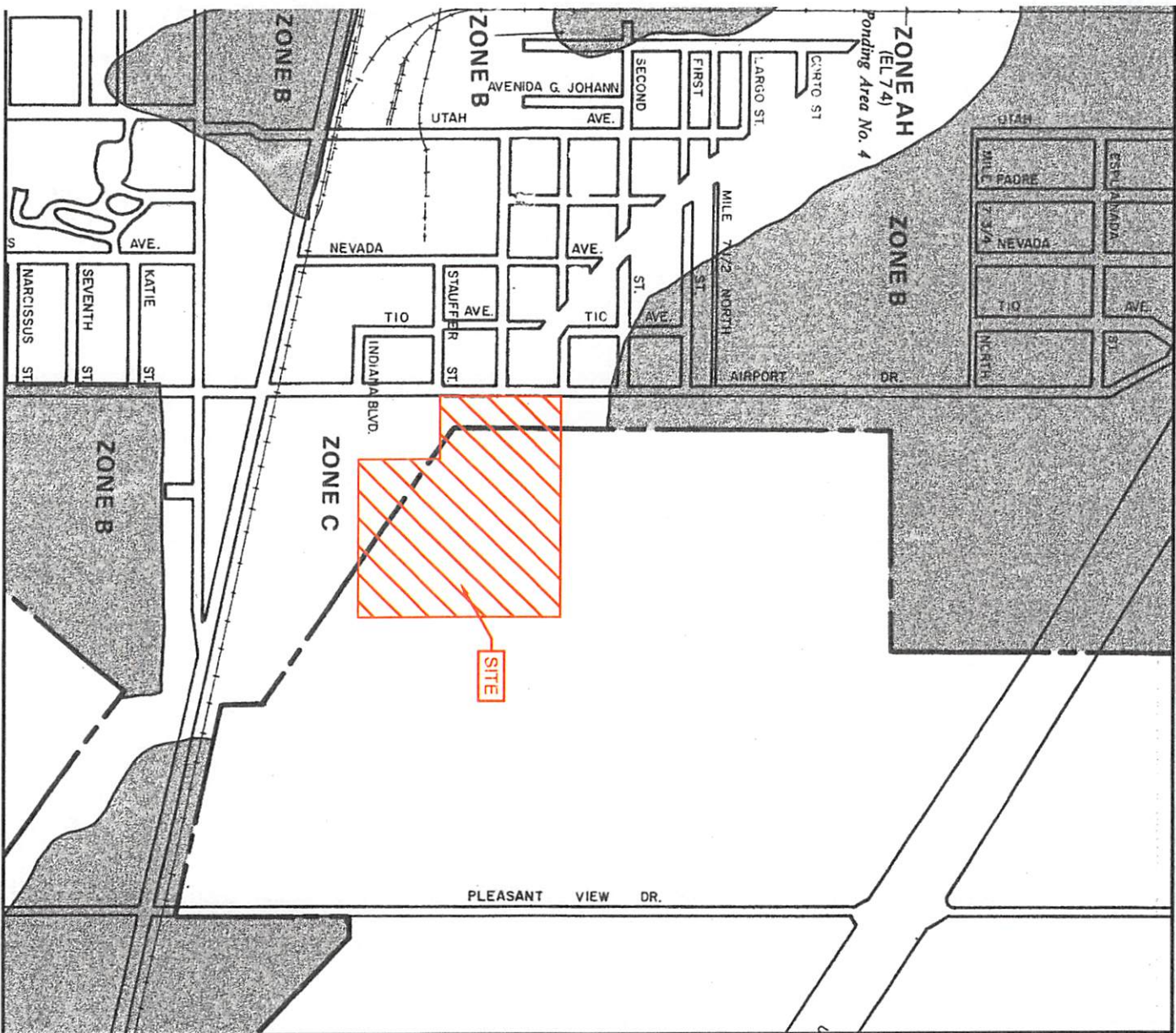
COMMUNITY-PANEL NUMBER
480349 0005 B

EFFECTIVE DATE:
MARCH 4, 1980

U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION



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APPROXIMATE SCALE



KEY TO MAP

500-Year Flood Boundary	ZONE B
100-Year Flood Boundary	ZONE A2
Zone Designations With Date of Identification e.g., 12/2/74	ZONE A1 DATE
100-Year Flood Boundary	ZONE B
500-Year Flood Boundary	ZONE B
Base Flood Elevation Line With Elevation in Feet**	513
Base Flood Elevation in Feet Where Uniform Within Zone**	(EL. 987)
Elevation Reference Mark	RM7 X
River Mile	M1.5

**Referenced to the National Geodetic Vertical Datum of 1929

EXPLANATION OF ZONE DESIGNATIONS

- ZONE**
- A** Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
- AO** Areas of 100-year, shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.
- AH** Areas of 100-year, shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.
- A1-A30** Areas of 100-year flood; base flood elevations and flood hazard factors determined.
- A39** Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.
- B** Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile, or areas protected by levees from the base flood. (medium shading)
- C** Areas of minimal flooding. (No shading)
- D** Areas of undetermined, but possible, flood hazards.
- V** Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.
- VI-V30** Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.fema.gov



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3597
From: Rebekah De La Fuente		
Subject: Discussion and consideration for a six-month extension of the Final Plat for Tejas Cuatro Phase II Subdivision – being a 21.21 acre tract of land out of Farm Tract 172, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 2000 ft North of the intersection of W. Sugar Cane Dr. along Mile 5 ½ West and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The proposed sixty-four (64) lot subdivision is outside the City of Weslaco city limits. Final Plat approval is set to expire on September 17, 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: City Commission approved the final plat on September 17, 2019.		
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 Six month extension at the Regular meeting of September 2, 2020.		
Rebekah De La Fuente Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of the six-month extension.		
Attachments, if any: Tejas Cuatro Phase II Memo, Extension Request- TEJAS CUATRO PH II, Tejas Cuatro Phase II- Aerial		
Responsibilities upon Approval: Staff will advise applicant.		

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

MEMO

TO: Mayor and City Commission

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

RE: Tejas Cuatro Phase II

DATE: September 15, 2020

The proposed subdivision was previously approved by the City Commission on September 17, 2019. City staff has reviewed and approved the construction plans and pre-construction meeting was held and a Notice to Proceed was issued on January 8, 2020. The subdivision is still currently under construction and is pending the following items:

- Concrete collars around manholes
- Mandrill testing
- Sanitary sewer is pending PSI test
- Tie into existing manhole
- Excavation of drainage ditch
- Road compaction test are currently underway

Thank you,

Rebekah de la Fuente, CFM



ALTEX ENGINEERING

DESIGN ♦ PLANNING ♦ MANAGEMENT
TBPE FIRM REGISTRATION NO. F-19737

August 18, 2020

Attn: **Rebekah De La Fuente, CFM**
Planning and Code Enforcement Director
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

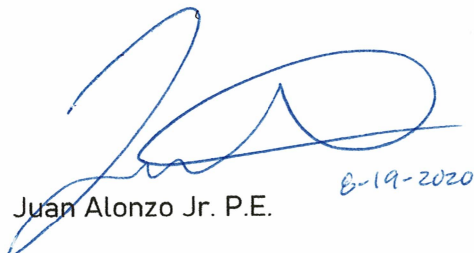
Re: **Extension Request**
Tejas Cuatro Phase III Subd
Weslaco, Texas

Ms. de la Fuente,

This letter is to formally request a Six (6) month extension on the Tejas Cuatro Phase III Subdivision located along Mile 5 ½ W Road in Weslaco. The construction of the subdivision improvements is ongoing and should be nearing completion in the next coming months.

Please do not hesitate to call us at (956)294-1241 if you have any questions, comments, or concerns.

Respectfully,



Juan Alonzo Jr. P.E. 8-19-2020

Six Month Extension

Tejas Cuatro Phase II

Legend

 Tejas Cuatro Phase II

Google Earth

© 2020 Google

Northcross Ave

Texas Blvd N

Austin St

N Illinois Ave

N Iowa Ave

W Merida St

Polanco St

De Los Santos St

Sugar Cane Dr

88



1000 ft



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3597
From: Rebekah De La Fuente		
Subject: Discussion and consideration for a six-month extension of the Final Plat for San Jacinto Estates No 10. Phase I 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 & Code Enforcement Department.)		
Background: The proposed one hundred forty-four (144) lot subdivision is outside the City of Weslaco city limits. Final Plat approval is set to expire on September 17, 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: The City Commission approved the final plat on September 17, 2019.		
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 Six month extension at the Regular meeting of September 2, 2020.		
Rebekah De La Fuente Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of the six-month extension		
Attachments, if any: San Jacinto Estates No- Memo, San Jacinto Estates No. 10 Extension Request Letter, San Jacinto No. 10 Phase I- Aerial		
Responsibilities upon Approval: Staff will advise applicant.		

City of Weslaco

"The City on the Grow"



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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

MEMO

TO: Mayor and City Commission

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

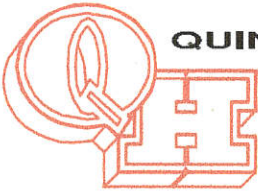
RE: San Jacinto No. 10 Phase I

DATE: September 15, 2020

The proposed subdivision was previously approved by the City Commission on September 17, 2019. City staff has reviewed and approved the construction plans and pre-construction meeting was held September 10, 2020. Staff is pending approval of the engineering cost estimate, assignment of the construction material testing firm and the issuance of the Notice to Proceed. This subdivision is located outside the city limits of Weslaco. However, City staff will be overseeing the installation of the sanitary sewer line as it is a City sewer line, as per the development agreement with the owner and the City.

Thank you,

Rebekah de la Fuente, CFM



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

August 18, 2020

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

Re: San Jacinto Estates No. 10 Phase I

Dear Ms. de la Fuente,

I am requesting a time extension of 6 months for the approval of San Jacinto Estates No.10 Phase I.

Please review this request and present it to the Planning and Zoning Commission and the City Commission for their consideration.

Should you have any questions, please feel free to call me at 381-6480.

Respectfully,

Alfonso Quintanilla, P.E.
President

Six Month Extension

San Jacinto No. 10 Phase I

Legend

 San Jacinto No 10 Phase I

Google Earth

© 2020 Google

Mile 4 W Rd

Summerview Dr

Ildefonso Rica Cir



1000 ft



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3598
From: Rebekah De La Fuente		
Subject: Discussion and consideration after public hearing on behalf of Juan Gonzalez to approve a Conditional Use Permit to operate an indoor shooting range at 2949 N. Texas Blvd., also being Lot C-1, Amended Apostolic Assembly Church Subdivision, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The applicant is requesting to obtain a Conditional Use Permit to operate an indoor shooting range. Seventeen (17) property owners within 200 feet of the applicant's property were notified by letter on August 21, 2020		
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: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on August 17, 2020		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended denial of the conditional use permit at the Regular meeting of September 2, 2020.		
Rebekah De La Fuente Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Deny.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: 2949 N Texas- Aerial, 2949 N Texas Blvd- attachments, CUP- 2949 N Texas- Memo, Email from property owner, Preliminary Range Design 25yd 7 lanes		
Responsibilities upon Approval: Staff will advise applicant		

Conditional Use Permit

Indoor Shooting Range

Legend

 2942 N Texas



Google Earth

© 2020 Google

W Merida St

88

Texas Blvd N

Austin St

N Illinois Ave

N

700 ft



APPLICATION FOR CONDITIONAL USE PERMIT

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

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

CUP
FILE NO. 20-00009

PROPOSED PROJECT

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

Lot C-1 Block _____

Subdivision Name 2949 APOSTOLIC ASSEMBLY CHURCH SUBDIVISION

Street Address 2949 NORTH TEXAS

Existing Zoning B-1 Existing Land Use VACANT

Purpose for the Conditional Use Permit Request CONSTRUCTION OF INDOOR SHOOTING RANGE

What, if anything, is planned to minimize the impact on the surrounding land uses: INDOOR SHOOTING RANGE WILL MEET OR EXCEEDS ALL MICH, OSHA/NRA LEAD SAFETY STANDARDS

- ☒ \$300.00 non-refundable filing fee, plus a \$5.00 processing 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 JUAN/NELDA GONZALEZ Phone 956-314-2575

Address 3308 ROSEWOOD DRIVE Fax: _____

City Weslaco State Tx Zip Code 78599 E-Mail: Nelda027@yahoo.com

OWNER

Name JUAN/NELDA GONZALEZ Phone 956-314-2575

Address 3308 ROSEWOOD DRIVE Fax: _____

City Weslaco State Tx Zip Code 78599 E-Mail: Nelda027@yahoo.com

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] Date 07/27/2020
Owner
Signature [Signature] Date 07/27/2020
Applicant
Signature [Signature] Date 07/27/2020
Authorized Agent

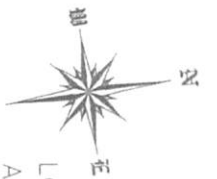
Accepted By _____ Date Paid _____
Notice of Public Hearing 200' of Proposed Site REC#: 02656324 1/29/2020 8:50 AM
OPER: VM TERM: 041 Date _____
P & Z Notice of Public Hearing REF#: PAID BY: Date _____
City Commission Notice in Newspaper ACCT #: XXXX-XXXX-XXXX-2951
AUTH #: 00398D Date _____
TRAN #: 000000001960
TYPE: PURCHASE
Presented to P & Z Commission Approved _____ Disapproved _____
TRAN: 202.0000 CONDITIONAL USE PERM. Date _____
JUAN/NELDA GONZALEZ
2941 N TEXAS
101-400-1026
Presented to City Commission Approved _____ Disapproved _____
CONDITIONAL USE PER 305.00CR Date _____
TENDERED: 305.00 CREDIT CARD
APPLIED: 305.00-
CHANGE: 0.00

Escala

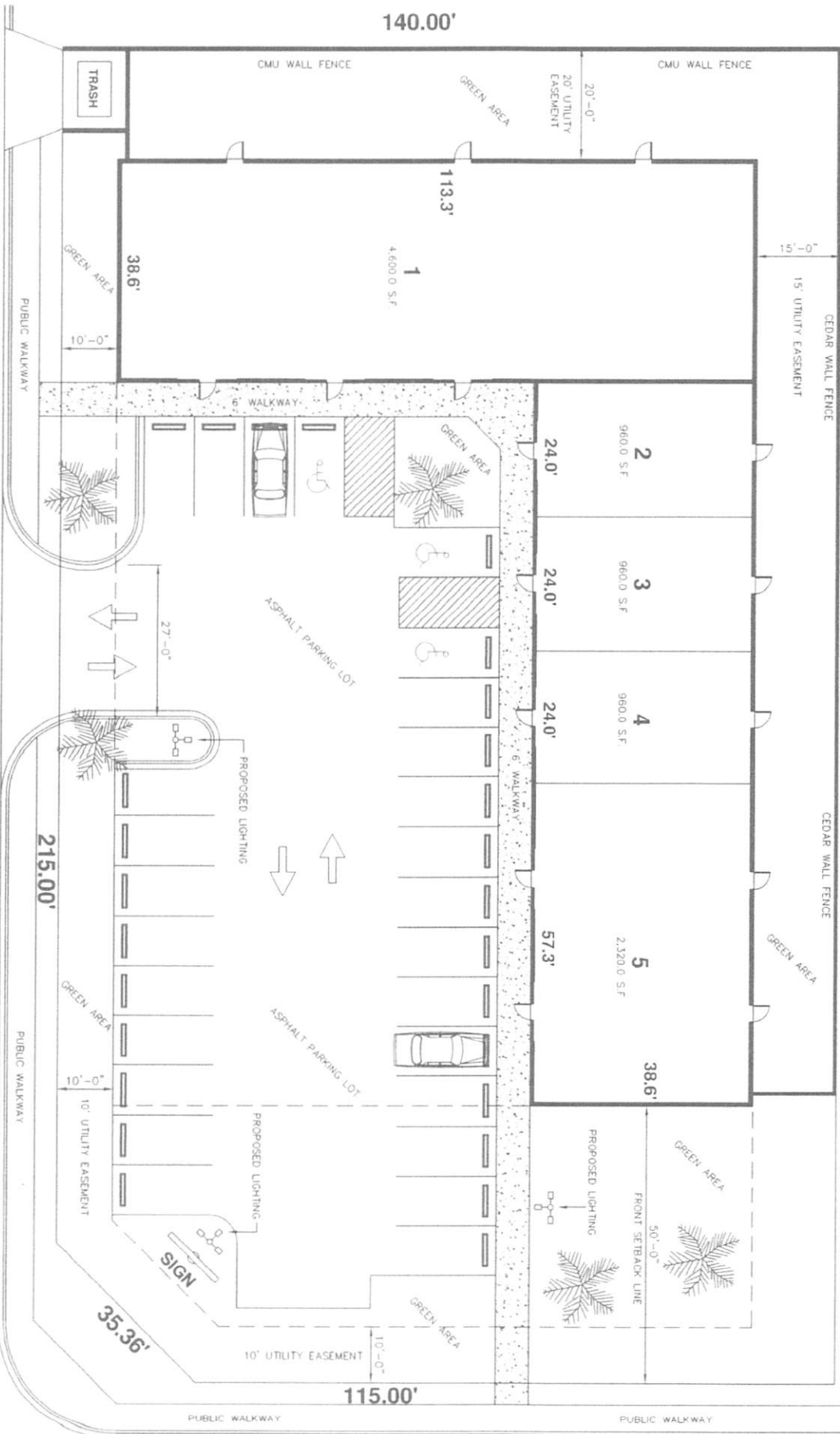
Design * Build
Residential & Commercial
956-458-6623

240.00'

LOT C1
APOSTOLIC ASSEMBLY CHURCH SUBDIVISION
WESLACO, TEXAS



140.00'



TOTAL BUILDING AREA: 9,800.0 S.F.

STREET

TEXAS BLVD.

2020

Account

Property ID: 1125948
 Geographic ID: A5508-00-000-00C1-00
 Type: Real
 Property Use Code: ARB20
 Property Use Description: ARB METHOD 2020

Legal Description: APOSTOLIC ASSEMBLY CHURCH LOT C1
 Zoning: CO
 Agent Code:

Location

Address: TEXAS BLVD
 TX
 Neighborhood: SWL TEXAS PROJECT
 Neighborhood CD: SWLTEX

Mapscot:
 Map ID: CWL DOC# 2844947

Owner

Name: GONZALEZ NELDA G & JUAN
 Mailing Address: 3308 ROSEWOOD DR
 WESLACO, TX 78599-3625

Owner ID: 1165603
 % Ownership: 100.000000000000%

Exemptions:

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$150,000	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$150,000
(-) Ag or Timber Use Value Reduction:	-	\$0

(=) Appraised Value	=	\$150,000
(-) HS Cap:	-	\$0

(=) Assessed Value:	=	\$150,000
---------------------	---	-----------

Owner: GONZALEZ NELDA G & JUAN
 % Ownership: 100.000000000000%
 Total Value: \$150,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$150,000	\$150,000	\$0.00
CWL	CITY OF WESLACO	0.696700	\$150,000	\$150,000	\$1,045.05
DR1	DRAINAGE DISTRICT #1	0.105100	\$150,000	\$150,000	\$157.65
GHD	HIDALGO COUNTY	0.575000	\$150,000	\$150,000	\$862.50
JCC	SOUTH TEXAS COLLEGE	0.173300	\$150,000	\$150,000	\$259.95
R02	ROAD DIST 02	0.000000	\$150,000	\$150,000	\$0.00

SST	SOUTH TEXAS SCHOOL	0.049200	\$150,000	\$150,000	\$73.80
SWL	WESLACO ISD	1.068700	\$150,000	\$150,000	\$1,603.05
W09	HIDALGO & CAMERON IRRG DISTRICT #9	0.000000	\$150,000	\$150,000	\$0.00
Total Tax Rate:		2.668000			
				Taxes w/Current Exemptions:	\$4,002.00
				Taxes w/o Exemptions:	\$4,002.00

No improvements exist for this property.

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	0.7640	33279.84	0.00	0.00	\$150,000	\$0

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	\$0	\$150,000	0	150,000	\$0	\$150,000
2019	\$0	\$166,399	0	166,399	\$0	\$166,399
2018	\$0	\$166,399	0	166,399	\$0	\$166,399

Date: July 27th, 2020
To: City of Weslaco
Planning & Zoning Department
From: Juan & Nelda Gonzalez
3308 Rosewood Drive, Weslaco, Texas 78599
Ref: Application for Conditional Use Permit

To whom it may concern, attached you will find the Application for Conditional Use Permit and the responses requested in the application. The proposed Indoor Shooting Range will be constructed as per all standards set forth under OSHA, NIOSH & NRA standards. Attached is our preliminary site plan and design of the facility that includes location of structure, landscaping, green area, fence, parking lot, proposed lighting, proposed signage, ingress and egress for traffic flow. No alcoholic beverages will be sold, and the tentative hours of operation will be from 7am-10pm. If you have any further questions, please call me at 956-314-2575 or email at nedla027@yahoo.com.



Juan/Nelda Gonzalez.



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

August 21, 2020

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, September 2, 2020, at 5:30pm and the City Commission will also hold a public hearing on September 15, 2020 at 5:30 p.m. VIA ZOOM MEETING to consider the following request:

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877-853-5247; Meeting ID: 994 4945 3615

Members of the public who wish to participate in Public Hearing on an agenda item must send their name, address and phone number via email to karevalo@weslacotx.gov by 12:00 pm on September 2, 2020. A staff member will contact you with instructions via phone call to address your public comment.

CONDITIONAL USE PERMIT REQUEST:

Juan Gonzalez is requesting a Conditional Use Permit to operate an indoor shooting range at 2949 N. Texas Blvd., also being Lot C-1, Amended Apostolic Assembly Church Subdivision, Hidalgo County, and Texas. Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission.

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.

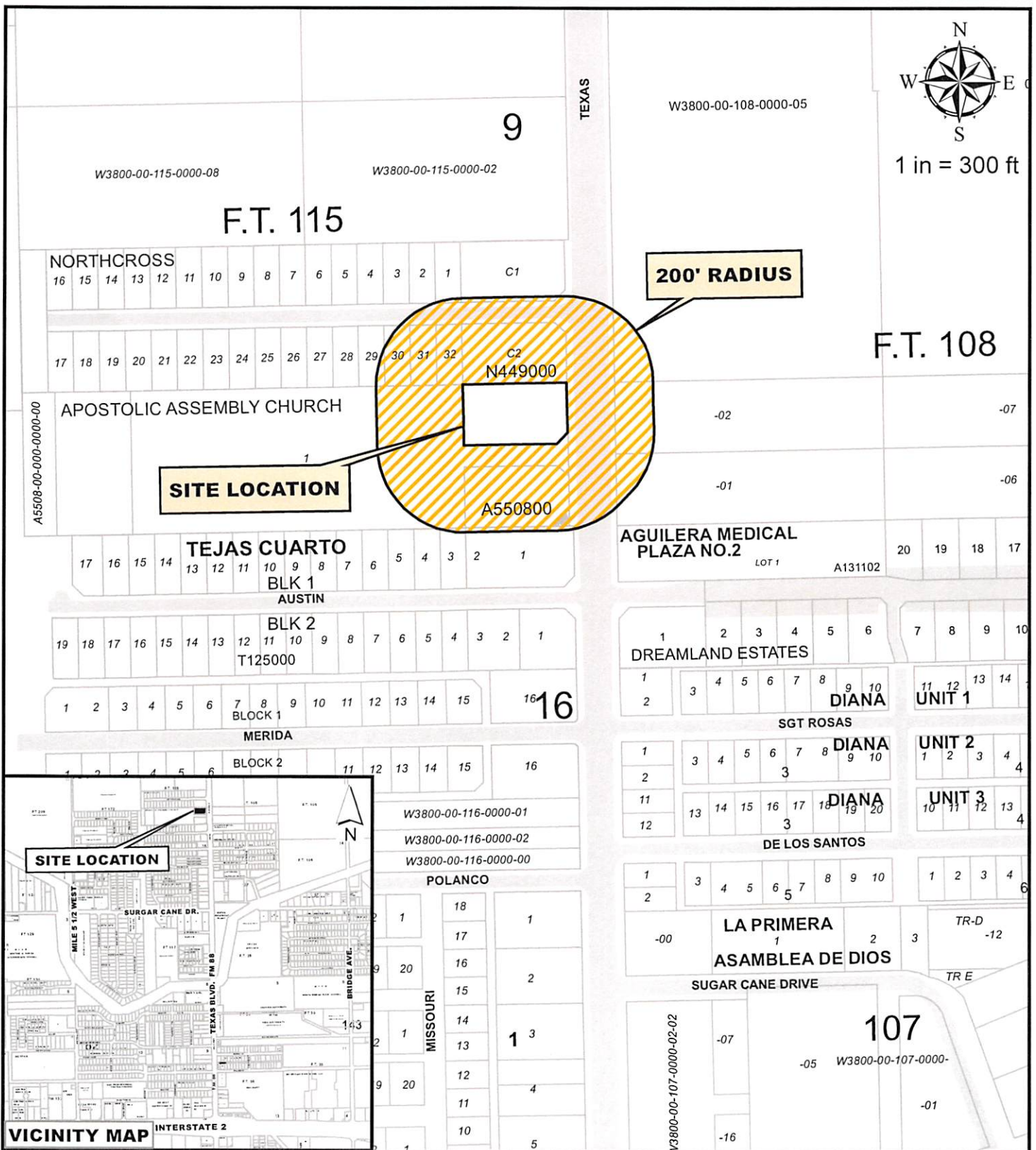
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department



Juan / Nelda Gonzalez
2949 North Texas Blvd.
APOSTOLIC ASSEMBLY CHURCH, LOT C1
LOT 9, BLOCK 161, F.T. 115

Purpose for the Conditional Use Permit request

Existing zoning: B-1
Existing land use: Vacant
CUP request: Indoor Shooting Range



AUG 18, 2020

OCANAS JOSE G & MARIA 2921 N TEXAS BLVD WESLACO TX 78599-9696	T1250-00-001-0001-00 TEJAS CUATRO LOT 1 & LOT 2 BLK 1 2921 N TEXAS BLVD	L: 95392 B: 112301
CARR JOHN L & LINDA K 202 AUSTIN ST WESLACO TX 78599-9785	T1250-00-001-0003-00 TEJAS CUATRO LOT 3 BLK 1 202 AUSTIN ST	L: 22680 B: 105258
JUAREZ JULIO C & MARIA S 206 AUSTIN ST WESLACO TX 78599-9785	T1250-00-001-0004-00 TEJAS CUATRO LOT 4 BLK 1 206 AUSTIN ST	L: 22680 B: 48574
GARZA CARLOS I PO BOX 6105 MCALLEN TX 78502-6105	W3800-00-108-0000-01 WEST TRACT-E660'-N165'-S495' FT 108 2.50AC	L: 0 B: 0
COLUMBUS CLUB OF WESLACO 850 S IOWA AVE WESLACO TX 78596-7038	W3800-00-108-0000-02 WEST TRACT-THE WEST 2.5 ACRES OF THE NORTH 5 ACRES OF THE SOUTH	L: 20500 B: 82780
RODOLODO LTD 420 MALONE ST HOUSTON TX 77007-7115	W3800-00-108-0000-05 WEST TRACT-THE WEST 10.0ACRES OF THE NORTH 20.0ACRES OF FARM TRA 0	L: 410000 B: 0
APOSTOLIC ASSEMBLY OF THE FAITH IN CHRIST JESUS PO BOX 1894 WESLACO TX 78599-1894	A5508-00-000-0001-00 APOSTOLIC ASSEMBLY CHURCH LOT 1 2941 N TEXAS BLVD	L: 165165 B: 0
FISCAL ALMA DELIA 200 NORTHCROSS LN WESLACO TX 78599-8723	N4490-00-000-0001-00 NORTHCROSS LOT 1	L: 22680 B: 79820
AFFORDABLE HOMES OF SOUTH 1420 ERIE AVE MCALLEN TX 78501-5220	N4490-00-000-0002-00 NORTHCROSS LOT 2	L: 22680 B: 0
SCOTT STEVEN 207 NORTHCROSS AVE WESLACO TX 78599-8724	N4490-00-000-0029-00 NORTHCROSS LOT 29	L: 22680 B: 73770
AFFORDABLE HOMES OF SOUTH 1420 ERIE AVE MCALLEN TX 78501-5220	N4490-00-000-0030-00 NORTHCROSS LOT 30	L: 22680 B: 0
AFFORDABLE HOMES OF SOUTH 1420 ERIE AVE MCALLEN TX 78501-5220	N4490-00-000-0031-00 NORTHCROSS LOT 31	L: 22680 B: 0

AUG 18, 2020

VALERO ORLANDO & NANCY A 201 NORTHCROSS LN WESLACO TX 78599-8724	N4490-00-000-0032-00 NORTHCROSS LOT 32	L: 22680 B: 78012
AFFORDABLE HOMES OF SOUTH 1420 ERIE AVE MCALLEN TX 78501-5220	N4490-00-000-00C1-00 NORTHCROSS LOT C1	L: 166440 B: 0
GARCIA JUAN M DBA JJ HOME 2025 W MILE 11 N WESLACO TX 78599-1685	N4490-00-000-00C2-00 NORTHCROSS LOT C2	L: 99864 B: 0
APOSTOLIC ASSEMBLY OF THE PO BOX 1894 WESLACO TX 78599-1894	A5508-00-000-00C1-00 APOSTOLIC ASSEMBLY CHURCH LOT C1	L: 166399 B: 0
APOSTOLIC ASSEMBLY OF THE PO BOX 1894 WESLACO TX 78599-1894	A5508-00-000-00C2-00 APOSTOLIC ASSEMBLY CHURCH LOT C2	L: 166399 B: 0

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

MEMO

TO: Mayor and City Commission

FROM: Norma A. Cantu, City Secretary

RE: CUP- 2949 N Texas

DATE: September 15, 2020

The applicant is proposing to construction an indoor shooting range at this location. In the packet is a proposed layout for the plaza and the indoor shooting range will be in Suite #1. The applicant will need to meet all state and federal regulations in order to operate a shooting range. During the Planning & Zoning Commission meeting we had four (4) property owners call in to speak against the item:

- Nancy Sanchez & Orlando Valero – 201 Northcross
- Juan Lopez- 202 Northcross
- Rogelio Cavazos- 205 Northcross
- Alma Mendiola- 200 Northcross

The property owners cited concerns over the safety of their neighborhood with a shooting range being within such close proximity. The Planning & Zoning Commission recommended denial of the conditional use permit because the applicant did not attend the meeting in order to answer questions. The Planning & Zoning Commission cited concerns on hours of operation, soundproofing of the building and safety.

Thank you,

Rebekah de la Fuente, CFM

Rebekah M. De La Fuente

From: valortraining <valortraining@yahoo.com>
Sent: Thursday, September 3, 2020 3:03 PM
To: Rebekah M. De La Fuente
Subject: Re: P & Z Agenda Item
Attachments: Sampe Range Design 25yd 7 lanes.pdf; Indoore Shooting Range Preliminary Design.pdf

Mrs. De La Fuente, here is the sample range drawings and update structure design plan that includes the suite (1) that will be used for indoor shooting range.

Just as a note, the construction of the walls will be four solid concrete walls (tilt up, filled with CMU). This is an addition to a bullet trap rubber berm that is required for an indoor shooting range.

Also, it will be built with a large HVAC system (roughly the size of a school bus), which will be installed at the roof-top to have the required airflow inside the structure.

The range will be a combination of a fixed position firing range, which are your standard ranges used by civilians and a tactical firing range which are design for use by law enforcement agencies. The design criteria is on page Z002 of the range plan designs on the top left.

I just wanted to provide with some insight. Thank you.

Police | Security | Civilian | Training | Consultants | Personal Protection Services

On Thursday, September 3, 2020, 01:59:52 p.m. CDT, Rebekah M. De La Fuente <rdelafuente@weslacotx.gov> wrote:

I will be sure to note it on the agenda item

Rebekah de la Fuente, CFM

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: valortraining <valortraining@yahoo.com>

Sent: Thursday, September 3, 2020 9:24 AM

To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>; valortraining <valortraining@yahoo.com>

Subject: Re: P & Z Agenda Item

Thank you. Sounds good. The big suite was the one for indoor shooting range. I will make that add on for city commission. Yes, I understand everything is by local, state and federal regulation.

Thank you for the response.

Sent from Yahoo Mail for iPhone

On Thursday, September 3, 2020, 9:21 AM, Rebekah M. De La Fuente <rdelafuente@weslacotx.gov> wrote:

>
>
>
>
> They were mostly questioning the state regulations and wanting to know what you would have to do to the building to ensure its safe and sound proof. They also wanted to know which suite on your plaza would be used for the shooting range
>
>
>
>
> Rebekah de la Fuente, CFM
>
> 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
>
>
>
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>
>
>
>
> From: valortraining <valortraining@yahoo.com>
> Sent: Thursday, September 3, 2020 8:25 AM
> To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>; valortraining <valortraining@yahoo.com>
> Subject: Re: P & Z Agenda Item
>
>
>
>
>
>
> Thank you. Ok. Can you advise me what are the questions or concerns so I can prepare to have the right answers.
Thanks.
>
>
> Sent from Yahoo Mail for iPhone
>
> On Thursday, September 3, 2020, 8:21 AM, Rebekah M. De La Fuente <rdelafuente@weslacotx.gov> wrote:
>
>>
>>
>>
>>
>> Good Morning,
>>
>>
>>
>> We did have several residents that called in to speak out about the item. The P&Z Commission also had questions for you, however since you were not logged into the meeting they did not feel comfortable approving the item. They have recommended denial of the item at this time. Your item will still be presented to the City Commission on September 15th for final approval. It is highly encouraged that login to the Zoom meeting for the City Commission incase similar questions come up. Once it is posted I can send you the Zoom information for that meeting.
>>
>>
>>
>>
>> Rebekah de la Fuente, CFM
>>
>> 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: valortraining <valortraining@yahoo.com>
>> Sent: Wednesday, September 2, 2020 8:32 PM
>> To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
>> Subject: Re: P & Z Agenda Item
>>
>>
>>
>>
>>
>>
>> Rebekah, sorry I could big join the meeting. Please advise on the outcome. Thank you.
>>
>>
>> Sent from Yahoo Mail for iPhone
>>
>> On Monday, August 31, 2020, 9:56 AM, Rebekah M. De La Fuente <rdelafuente@weslacotx.gov> wrote:
>>
>>>
>>>
>>>
>>> My apologies, your item is on the meeting Wednesday. Kayla will be sending out the login information today
>>>
>>>
>>>
>>>
>>> Rebekah de la Fuente, CFM
>>>
>>> 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: valortraining <valortraining@yahoo.com>
>>> Sent: Monday, August 31, 2020 8:55 AM
>>> To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
>>> Subject: Re: P & Z Agenda Item
>>>
>>>
>>>
>>>
>>>
>>> GM. Indoor shooting range CUP!
>>>
>>>
>>> Sent from Yahoo Mail for iPhone
>>>
>>> On Monday, August 31, 2020, 8:14 AM, Rebekah M. De La Fuente <rdelafuente@weslacotx.gov> wrote:
>>>
>>>>
>>>>
>>>> Please advise which item this is for
>>>>
>>>> Rebekah de la Fuente, CFM
>>>> 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
>>>>
>>>>
>>>>
>>>> -----Original Message-----
>>>> From: valortraining <valortraining@yahoo.com>
>>>> Sent: Sunday, August 30, 2020 10:54 AM
>>>> To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>; Virginia Mendoza <vmendoza@weslacotx.gov>
>>>> Subject: P & Z Agenda Item
>>>>
>>>> Good morning, please advise on status for Tuesdays meeting. Thank you.

>>>>

>>>> Police | Security | Civilian | Training | Consultants | Personal Protection Services

>>>>

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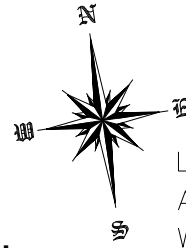
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>

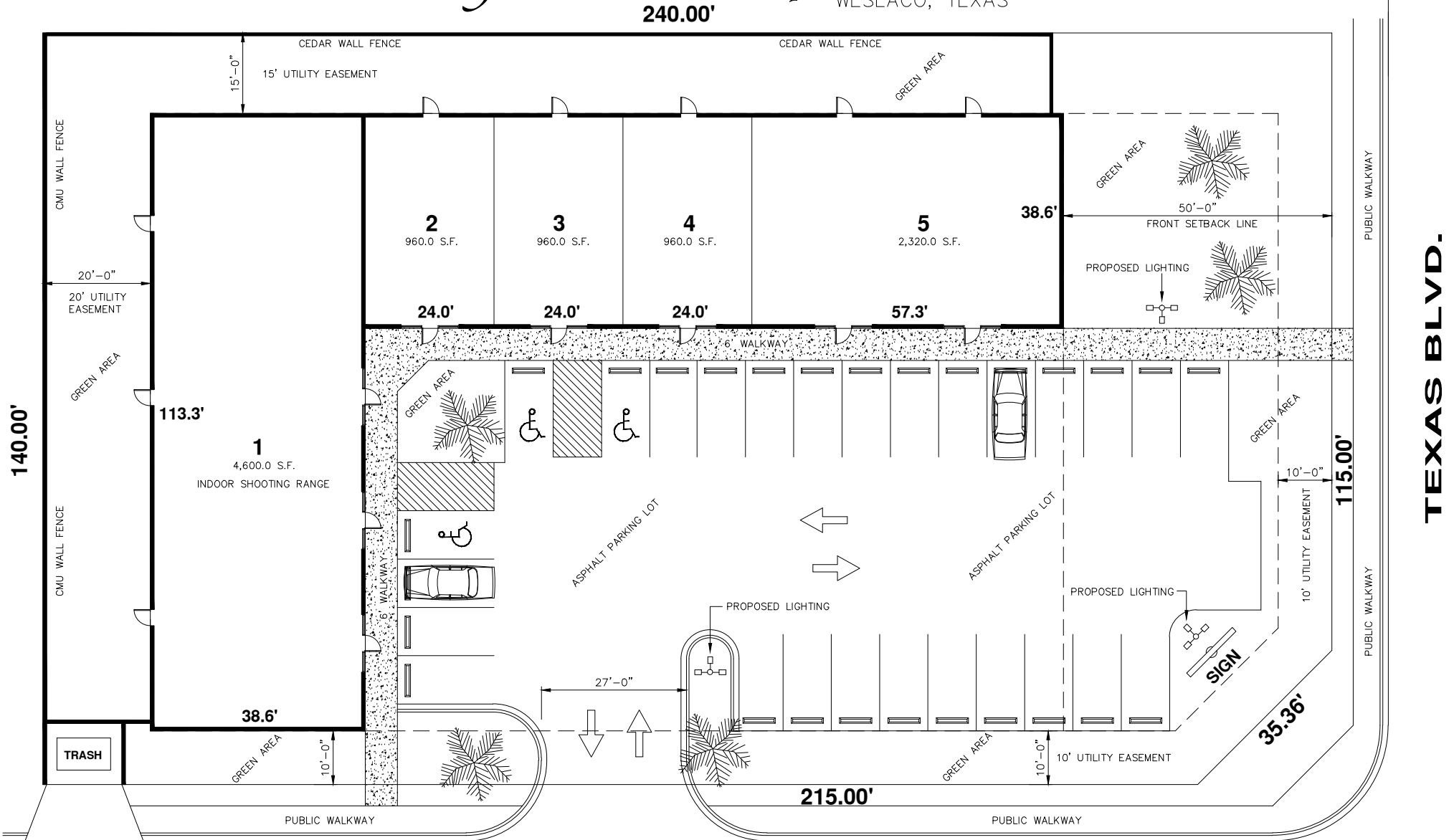
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>

>



LOT C1
APOSTOLIC ASSEMBLY CHURCH SUBDIVISION
WESLACO, TEXAS



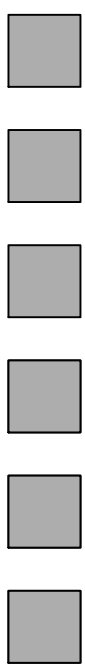
TOTAL BUILDING AREA: 9,800.0 S.F.

STREET

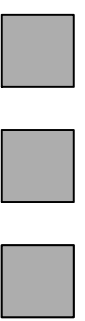
TEXAS BLVD.

SAVED: 2015-1-28 14:18:24 BY: WSHALLEY AT: S:\RDT(DRAFTING)\PROJECTS\OPEN\CLAYTON LOWERY #2\CAD_Working\STANDARD 7 LANE RBT.dwg

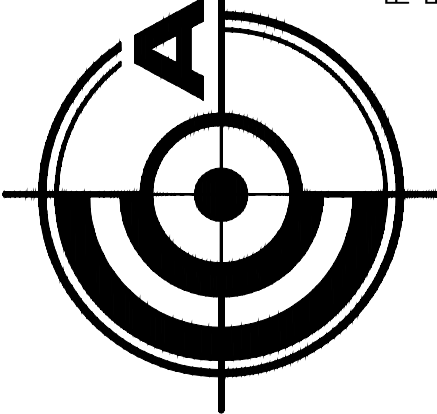
7 LANE RUBBER BERM RANGE



- Z001 INDEX PAGE
- Z002 GENERAL NOTES
- Z101 RANGE PLAN
- Z102 BAFFLE HANGING POINTS
- Z103 REFLECTED CEILING PLAN
- Z301 RANGE SECTION



- Z511.5 FIXED BAFFLE (Z PURLIN) DETAILS
- Z525.3 RUBBER BERM TRAP DETAILS
- Z586.1 STALL DETAILS



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NOT FOR CONSTRUCTION

PROJECT NUMBER		11
PROJECT DESIGNER		AARON LUDWIG
PROJECT ENGINEER		JEREMY HADERLE
DRAWN BY		JACOB SHELLEY
APPROVED BY		KEVIN HILL
DATE		1-28-2015
NOTES / KEY:		
7 LANE RUBBER BERM RANGE	DATE	
	REVISION	
	BY	
	NO	

DRAWING TITLE:

INDEX
PAGE

SCALED FOR ORIGINAL DRAWING AT 22" X 34"

DRAWING NUMBER:

Z001

SAVED: 2015-1-28 14:18:26 BY: WSHELLELY AT: S:\RDT(DRAFTING)\PROJECTS\OPEN\CLAYTON LOWERY #2\CAD_Working\STANDARD 7 LANE RBT.dwg

DESIGN CRITERIA

-FIXED POSITION FIRING RANGE:

TRAJECTORY'S START AT 1' ABOVE FINISHED FLOOR, AT FIRING LINE
SECONDARY TRAJECTORY'S DESIGNED TO CONTAIN 6° PROJECTILE DEFLECTION.
BAFFLE LAYOUT PROVIDES STEEL COVERAGE OF TRAJECTORY + 2" ON BAFFLE/TRAP.
COVERAGE EXTENDS 36" BEHIND FIRING LINE, PROVIDING A 90° CONTAINMENT AREA AT FIRING LINE.
BAFFLE ANGLE DESIGNED TO NOT EXCEED 30°.
TARGETRY HEIGHT DESIGNED TO PLACE THE TOP OF HEAD AT 5'-10" AFF.

-TACTICAL FIRING RANGE:

TRAJECTORY'S START AT 1' ABOVE FINISHED FLOOR, AT FURTHEST FIRING POSITION TO 10 METERS
TRAJECTORY'S AT 3 METER TO 10 METER LOCATIONS START AT 4' ABOVE FINISHED FLOOR
SECONDARY TRAJECTORY'S DESIGNED TO CONTAIN 6° PROJECTILE DEFLECTION.
BAFFLE LAYOUT PROVIDES STEEL COVERAGE OF TRAJECTORY + 2" ON BAFFLE/TRAP.
COVERAGE EXTENDS 36" BEHIND FIRING LINE
TACTICAL LAYOUT PROVIDES A 90° CONTAINMENT AREA FROM THE 3 METER LINE TO THE FURTHEST
FIRING POSITION.
BAFFLE ANGLE DESIGNED TO NOT EXCEED 30°.
TARGETRY HEIGHT DESIGNED TO PLACE THE TOP OF HEAD AT 5'-10" AFF.

-M.A.T.C.H. (MODULAR ARMORED TACTICAL COMBAT HOUSE):

DESIGNED TO CONTAIN ROUNDS FIRED BETWEEN 0"AFF AND 84" AFF.
WALLS DESIGNED TO BE A NOMINAL 8' TALL, WITH 84" AFF AND ABOVE DESIGNATED NO SHOOT ZONE.

WALL SYSTEM AND GRID REFERENCES DESIGNED ON A 4'-0" x 4'-0" GRID.

PAINT SCHEME:
RED PAINT - NO SHOOT ZONE
WHITE PAINT - SHOOT ZONE
WHEN CONFIGURING TRAINING SCENARIO'S BE AWARE OF THE TRAJECTORY OF THE ROUND
AFTER IT PENETRATES THE INTENDED TARGET.
TAN PAINT - CAUTION ZONE
ROUNDS HAVE POTENTIAL TO PENETRATE THIS ZONE.

GENERAL ELECTRICAL NEEDS:

-GENERAL ELECTRICAL REQUIREMENTS FOR RANGES AND MAJOR EQUIPMENT:

- RANGE WILL HAVE 120/240 VAC AND MULTIPLE 20 AMP CIRCUITS PROVIDED BY OTHERS IF ANY OF THE FOLLOWING CONDITIONS ARE PRESENT IN ATTACHED RANGE DESIGN.
IF:
 - TARGETRY IS PRESENT.
 - TARGETRY CONTROL EQUIPMENT IS PRESENT.
 - STALL (AND/OR) RANGE LIGHTING IS PRESENT.
 - COMMUNICATION SYSTEMS ARE PRESENT.
 - A DUST COLLECTION UNIT IS PRESENT.
 - AN AIR COMPRESSOR IS PRESENT
- RANGE WILL HAVE MULTIPLE 3 PHASE 208/240/480 VAC DISCONNECTS PROVIDED BY OTHERS IF ANY OF THE FOLLOWING CONDITIONS ARE PRESENT IN ATTACHED RANGE DESIGN.
IF:
 - A SCREW CONVEYOR SYSTEM IS PRESENT. (TYPICALLY UTILIZES 2 OR MORE 3HP 3 PHASE MOTORS)
 - A DUST COLLECTION UNIT IS PRESENT.

DISCLAIMERS

-ELECTRICAL:

WHERE ELECTRICAL CONTRACTOR IS REQUIRED ALL ACTION TARGET INC. ELECTRICAL DRAWINGS WILL BE USED ONLY AS REFERENCE MATERIAL FOR THE ELECTRICAL CONTRACTOR TO UTILIZE IN THEIR DESIGN OF THE COMPLETE BUILDING / RANGE SYSTEM (UNLESS NOTED OTHERWISE.) FINAL LOCATION OF ELECTRICAL EQUIPMENT CONTAINED IN THE ACTION TARGET INC. ELECTRICAL LAYOUTS TO BE VERIFIED WITH ACTION TARGET INC., ELECTRICAL CONTRACTOR, AND CUSTOMER BEFORE INSTALLATION.

-ARCHITECTURAL:

ALL BUILDING MEASUREMENTS ARE TO BE CONSIDERED ACTION TARGET INC. SUGGESTIONS, UNLESS PROPER DIMENSIONAL PLANS / INFORMATION HAS BEEN PROVIDED. ACTION TARGET INC. IS NOT LIABLE FOR ANY CONFLICTS BETWEEN IT'S EQUIPMENT AND ANY VARIATIONS FROM THE BUILDING DESIGN (AS PORTRAYED FROM CUSTOMER TO ACTION TARGET INC. EITHER BY PROVIDED PLANS OR OTHER FORM OF COMMUNICATION) AND THE COMPLETED BUILDINGS DIMENSIONS AND LAYOUT. ADDITIONAL MATERIAL AND PRODUCT REDESIGN MAY BE REQUIRED IF THE STRUCTURE VARIES FROM INDICATED SIZE AND LAYOUT.

-STRUCTURAL:

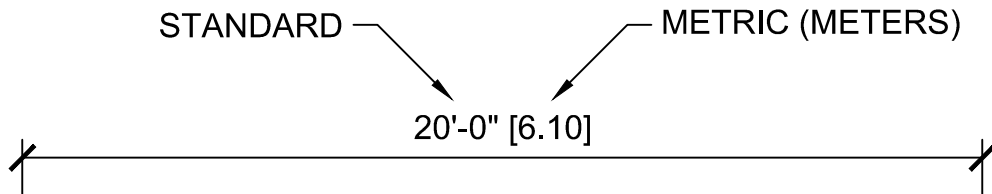
WHERE ENGINEER IS REQUIRED ALL ITEMS PERTAINING TO ACTION TARGET INC. MATERIALS AND EQUIPMENT, AND IT'S CONNECTION TO / SUPPORT FROM THE STRUCTURE IS TO BE VERIFY AND APPROVED BY THE ENGINEER OF RECORD. ALL ACTION TARGET INC. PLANS INDICATING ANCHOR SIZES AND CONNECTION METHOD, CONCRETE DEPTH, REBAR LAYOUTS, AND ANY OTHER ITEMS PERTAINING TO THE CONNECTION AND SUPPORT OF ACTION TARGET INC. EQUIPMENT TO BE UTILIZED BY ENGINEER AS ACTION TARGET INC.S PREFERRED METHOD.

-USE AND REPRODUCTION:

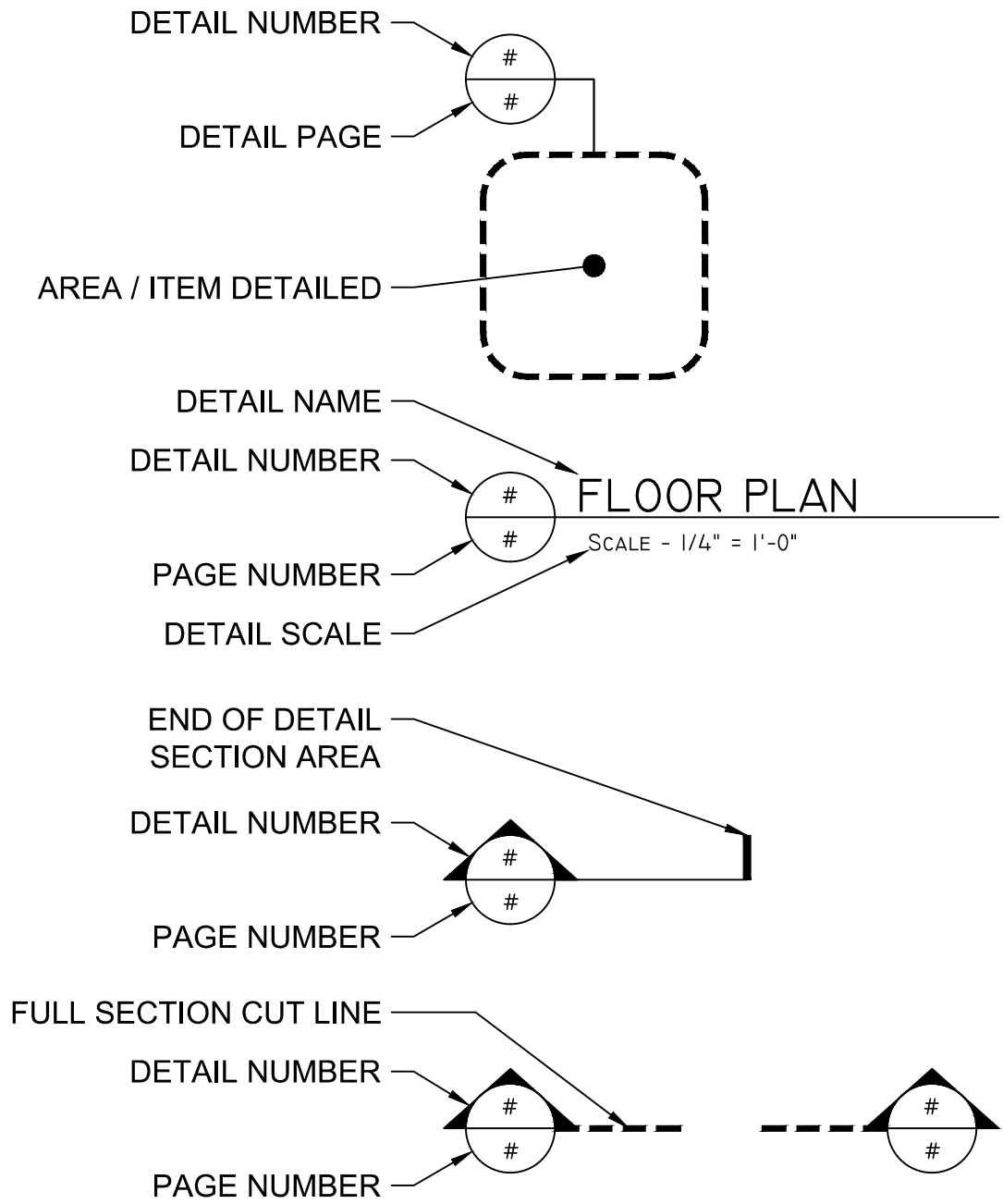
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DIMENSION CLARIFICATION

ALL DIMENSION LINES SHOW DEFAULT OF U.S. STANDARD UNITS, WITH METRIC UNITS AS SECONDARY INDICATED BY THERE LOCATION BETWEEN THE FOLLOWING SYMBOLS []
SEE EXAMPLE BELOW FOR CLARIFICATION:

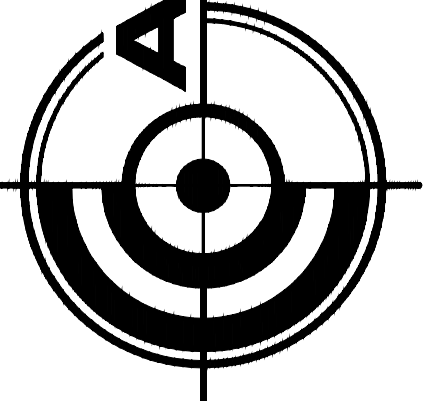


SYMBOLS & CALLOUTS



ABBREVIATIONS

ABBREVIATED	UN-ABBREVIATED
AFF	ABOVE FINISHED FLOOR
APRX	APPROXIMATE / APPROXIMATELY
APROX	APPROXIMATE / APPROXIMATELY
ATI	ACTION TARGET INC.
AWG	AMERICAN WIRE GAUGE
BOS	BOTTOM OF STEEL
BOT	BOTTOM
CL	CENTER LINE
CFM	CUBIC FEET PER MINUTE
DCU	DUST COLLECTION UNIT
EMT	ELECTRICAL METALLIC TUBING
EQ	EQUAL / EQUALS
EQ APROX	EQUAL APPROXIMATE
HVAC	HEATING, VENTILATION, AND AIR CONDITIONING
LBS	POUNDS
MDU	MOTOR DRIVE UNIT
NTS	NOT TO SCALE
PSI	POUNDS PER SQUARE INCH
RBT	RUBBER BERM TRAP
SCS	SCREW CONVEYOR SYSTEM
SPKR	SPEAKER
TCT	TOTAL CONTAINMENT TRAP
TCT 2	TOTAL CONTAINMENT TRAP VERSION 2
TCT 4	TOTAL CONTAINMENT TRAP VERSION 4
TCT 4D	TOTAL CONTAINMENT TRAP VERSION 4D
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED



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7 LANE RUBBER BERM RANGE										PROJECT NUMBER		---
										PROJECT DESIGNER		AARON LUDWIG
										PROJECT ENGINEER		JEREMY HADERLE
										DRAWN BY		JACOB SHELLEY
										APPROVED BY		KEVIN HILL
										DATE		1-28-2015
										NOTES / KEY:		
</												

Drawing Title:

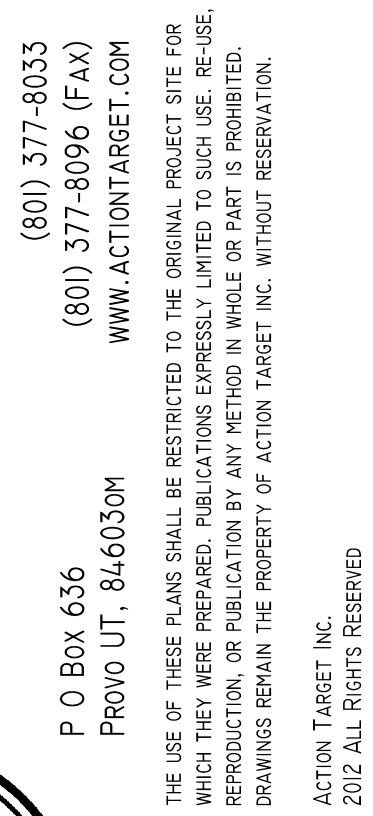
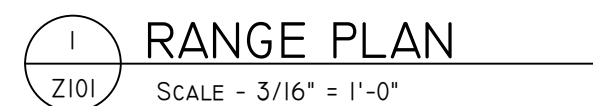
GENERAL
NOTES

SCALED FOR ORIGINAL DRAWING AT 22" X 34"

Drawing Number:

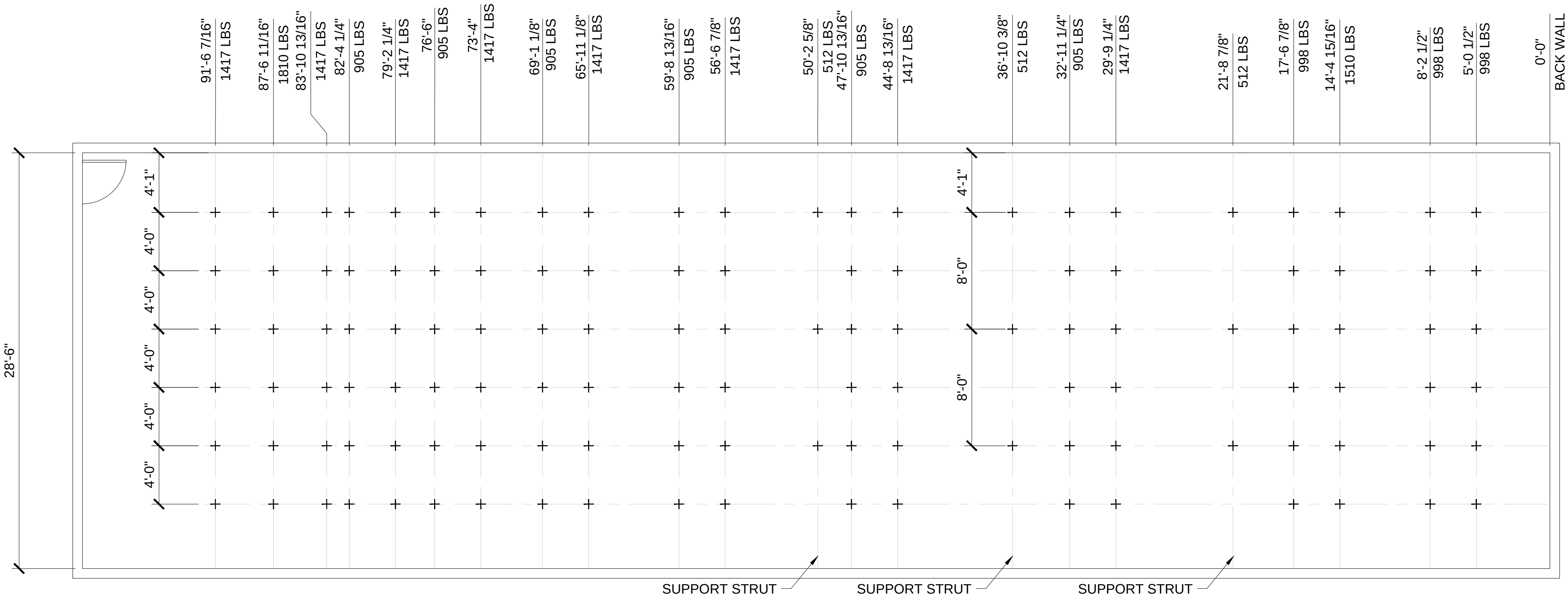
2002

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[illegible]

SCALED FOR ORIGINAL DRAWING AT 22" X 34"

Z101



1
 Z102

BAFFLE HANGING POINTS

SCALE - 3/16" = 1'-0"

NOTE:

WEIGHTS REFLECT ENTIRE ROW FROM INSIDE OF WALL TO INSIDE OF WALL.

NOTE:

CURRENT BAFFLES WEIGHTS SHOWN INCLUDE 7 S-RET RETRIEVERS. WEIGHTS WILL CHANGE IF ANOTHER RETRIEVER SYSTEM IS USED, RANGE WIDTH CHANGES, OR BAFFLE THICKNESS CHANGES.

7 LANE RUBBER BERM RANGE			DATE	
No	BY	REVISION	DATE	

Drawing Title:

BAFFLE
HANGING POINTS

SCALED FOR ORIGINAL DRAWING AT 22" X 34"

Drawing Number:

Z102

PROJECT MANAGER	AA
PROJECT DESIGNER	AARON LUDWIG
PROJECT ENGINEER	JEREMY HADERLIE
DRAWN BY	JACOB SHELLEY
APPROVED BY	KEVIN HILL
DATE	1-28-2015

NOTES / KEY:

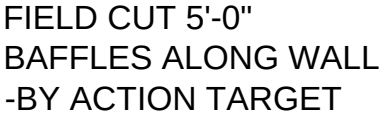
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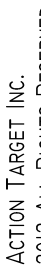
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DIMENSIONS ARE TO BOTTOM OF STEEL OF
THE BOTTOM OF BAFFLES.



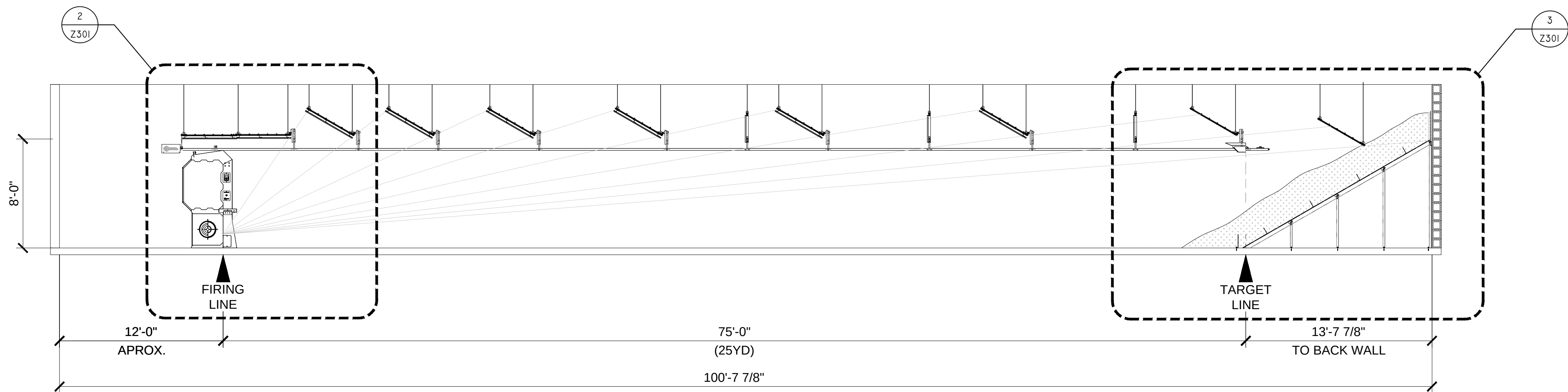
0'-0" SQUARED BACK WALL

Z103

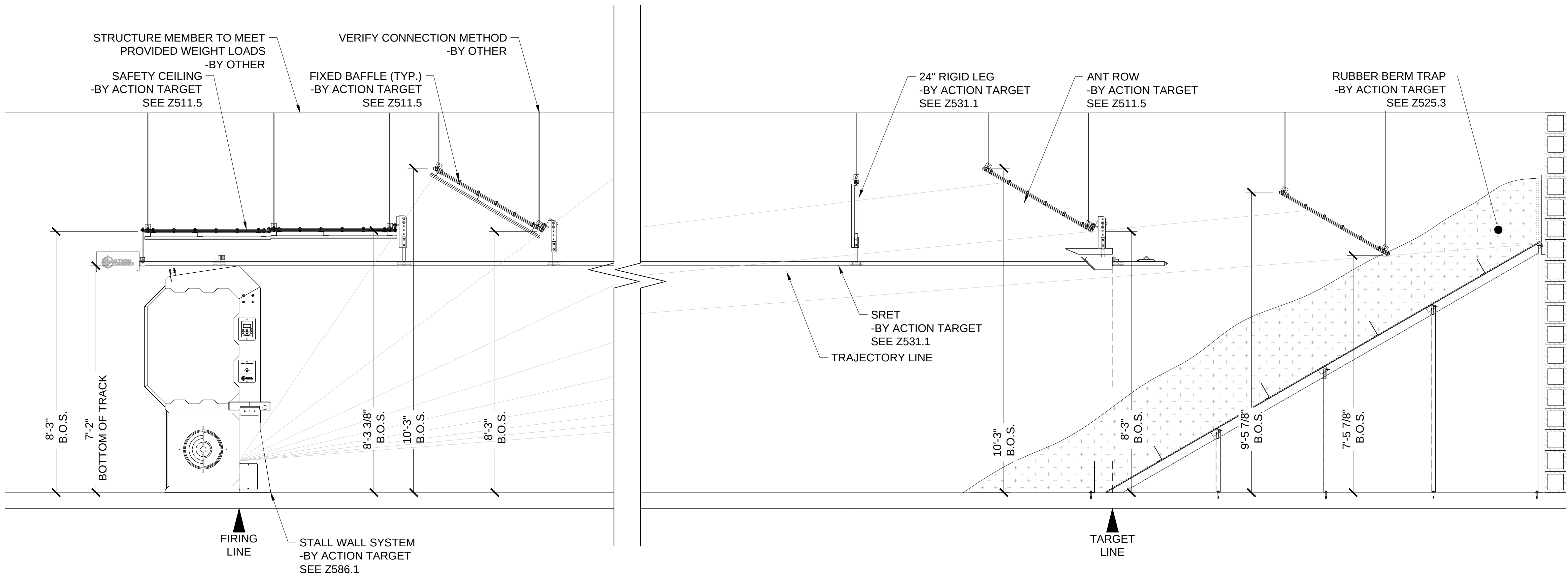


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1 RANGE SECTION
SCALE - 3/16" = 1'-0"



2 FIRING LINE SECTION
SCALE - 1/2" = 1'-0"

3 TRAP SECTION
SCALE - 1/2" = 1'-0"



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PROJECT MANAGER		AARON LUDWIG
PROJECT ENGINEER		JEREMY HADERLIE
DRAWN BY		JACOB SHELLEY
APPROVED BY		KEVIN HILL
DATE		1-28-2015
NOTES / KEY:		
7 LANE RUBBER BERM RANGE		
No	BY	REVISION
		DATE

Drawing Title:

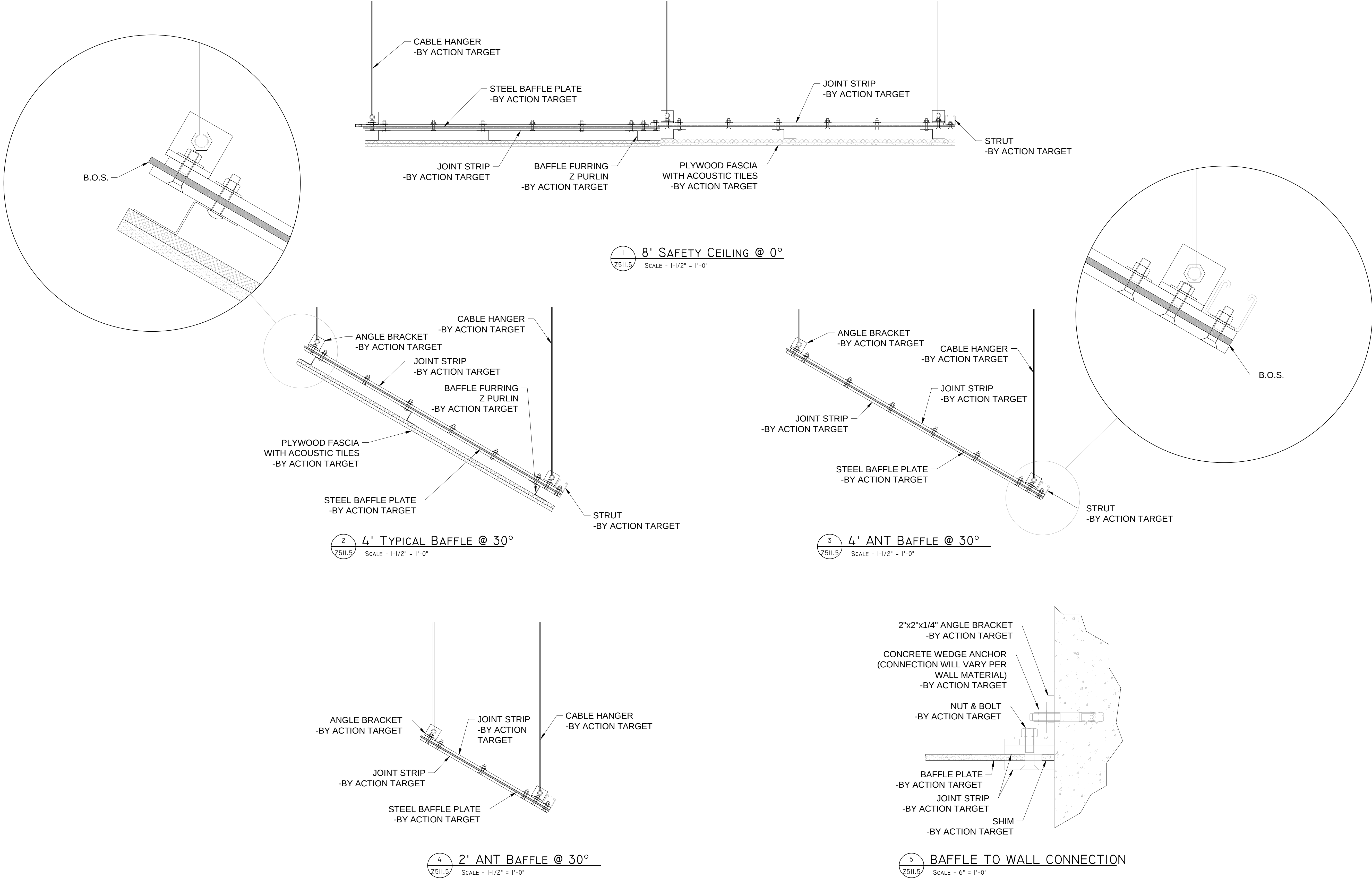
RANGE
SECTION

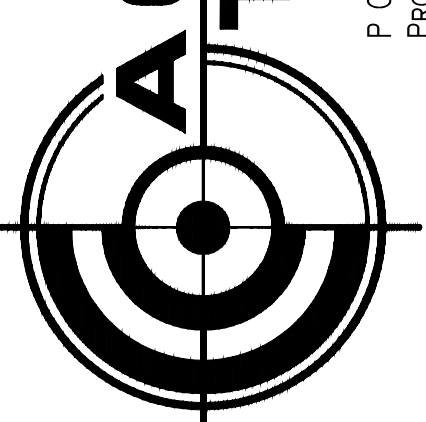
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Drawing Number:

Z301

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PROJECT NUMBER	11
PROJECT ENGINEER	AARON LUDWIG
PROJECT ENGINEER	JEREMY HADERLIE
DRAWN BY	JACOB SHELLEY
APPROVED BY	KEVIN HILL
DATE	1-28-2015

NOTES / KEY:

No	BY	REVISION	DATE

7 LANE RUBBER BERM RANGE

DRAWING TITLE:

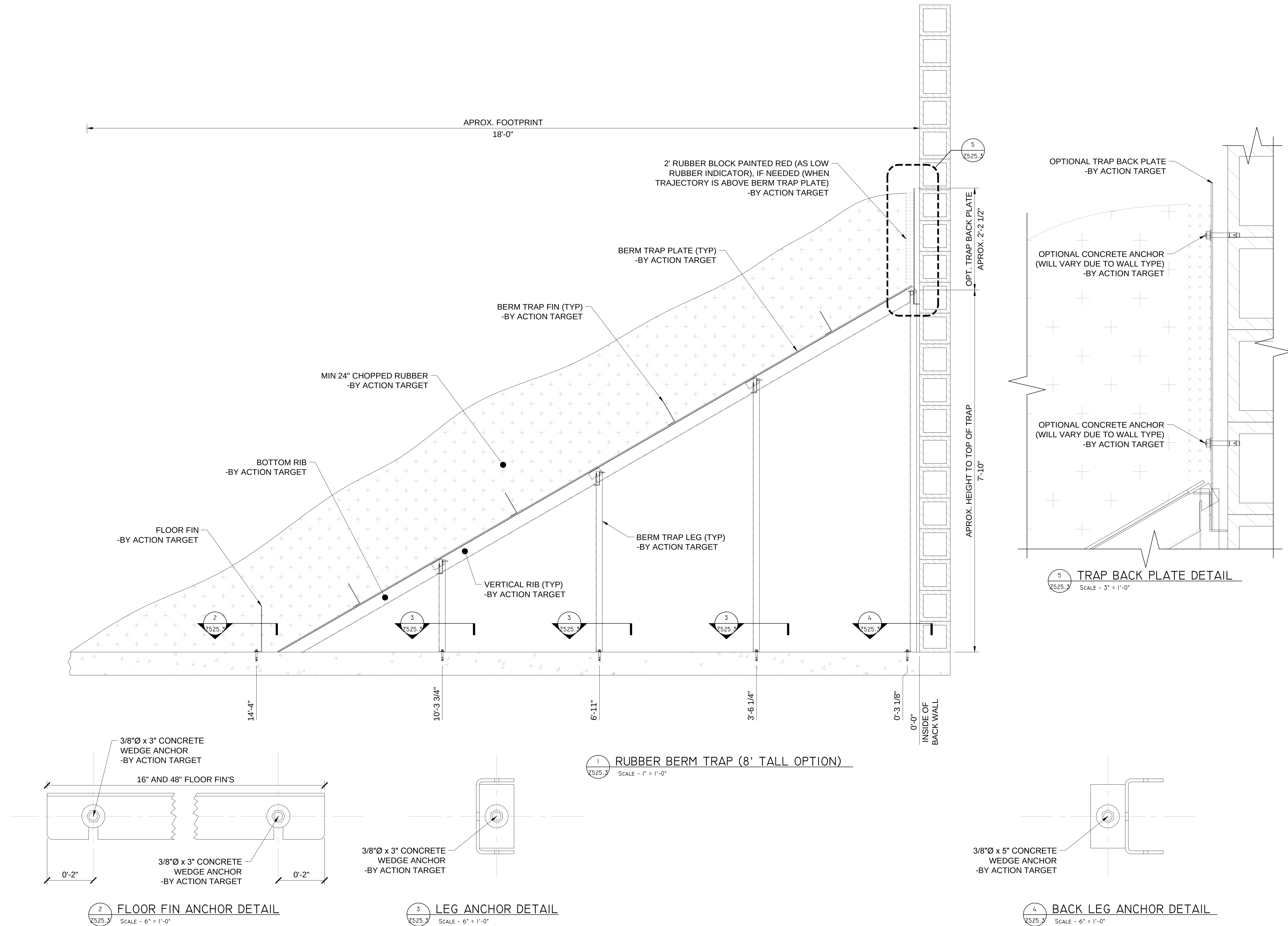
FIXED BAFFLE (Z PURLIN) DETAILS

SCALED FOR ORIGINAL DRAWING AT 22" X 34"

DRAWING NUMBER:

Z511.5

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DRAWING TITLE:

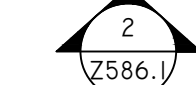
RUBBER BERM TRAP DETAILS

SCALED FOR ORIGINAL DRAWING AT 22" X 34"

DRAWING NUMBER:

Z525.3

SAVED: 2015-1-28 14:18:49 BY: WSHELLEY AT: S:\RDT(DRAFTING)\PROJECTS\OPEN\CLAYTON LOWERY #2\CAD_WORKING\STANDARD 7 LANE RBT.DWG



SCALE - 1" = 1'-0"



SCALE - 1" = 1'-0"



SCALE - 1-1/2" = 1'-0"



SCALED FOR ORIGINAL DRAWING AT 22" X 34"

DRAWING NUMBER:

Z586.1



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3598
From: Rebekah De La Fuente		
Subject: Discussion and consideration after public hearing on behalf of Ezequiel Reyna to approve Ordinance 2020-31 a rezone request for 3702 S. Westgate also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. First reading on Ordinance 2020-31. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to R-2 Duplex and apartment district. Forty (40) property owners within 200 feet of the applicant's property were notified by letter on August 21, 2020.		
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: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on August 17, 2020.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the rezone request at the Regular meeting of September 2, 2020.		
Rebekah De La Fuente Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends denial based on 2040 land use map.		
Attachments, if any: Rezone- 3702 S Westgate- Memo, 3702 S Westgate- Aerial, 3702 Westgate Dr- Attachments, O2020-31 rezone 3702 S Westgate		

Responsibilities upon Approval:

Staff will advise applicant

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

MEMO

TO: Mayor and City Commission
FROM: Norma A. Cantu, City Secretary
RE: Rezone- 3702 S Westgate Drive
DATE: September 15, 2020

The applicant is proposing to construction between 80 to 100 townhomes. The proposed site is located just north of Tierra Santa Golf Course & Community on the eastside of Westgate Drive. The 2040 Future Land Use Map does identify for this area to remain single family residential, however at the City Commission meeting of July 21st the property on the westside of Westgate Drive was approved for rezone to an R-2 Apartment and Duplex. Furthermore, there are existing townhomes within the Tierra Santa Golf Course & Community immediately south of this proposed location.

Thank you,

Rebekah de la Fuente, CFM

Rezone Request

R-1 to R-2

Legend

 3702 S Westgate

W Mile 5 North Rd

Costa Rico

S Westgate Dr

Guadalupe St

Vanash Dr

Westgate

Las Cruces Dr

Tierra Encantada

Santo Cielo St

Lapaz St

La Luz

Las Villas

Tierra De Oro

B Shea

Tierra Escondida

Lagos Verdes

Tierra Bella

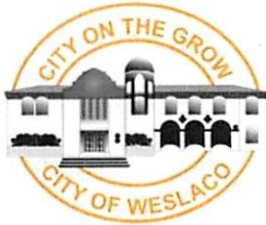
Club De Amistad

Google Earth

© 2020 Google

1000 ft





APPLICATION FOR REZONING

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

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

FILE NO.

20-00008

PROPOSED PROJECT

Legal Description of Property to be rezoned: 790.12.27 AC GR 11.92 AC NET

Lot WQA Tract E 1065-5501.97 ft Block _____

Subdivision Name _____

Street Address ³⁷⁰² Westgate Dr. TX

Existing Zoning R1 Single Existing Land Use _____

Proposed Zoning R2 Multi Proposed Land Use _____

_____ \$305.00 non-refundable filing fee.

_____ Detailed dimensioned site plan/map must be submitted with this request.

_____ Survey and metes and bounds if the legal description is a portion of a lot.

_____ City and school tax receipts attached.

_____ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Ezequiel Reyna Jr. Phone (956) 968-2829

Address 702 W. Expressway 83 Fax: (956) 969-9634

City Weslaco State TX Zip Code 78599 E-Mail: sonia.reynapnp@gmail.com

OWNER

Name Ezequiel Reyna Jr. Phone (956) 968-2829

Address 702 W. Expressway 83 Fax: (956) 969-9634

City Weslaco State TX Zip Code 78599 E-Mail: Sonia.reynapnp@gmail.com

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

Signature _____ Date 6/11/2020
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

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

Date _____

City Commission Notice of Public Hearing Published

Date _____

Presented to P & Z Commission

Date _____

Approved _____ Disapproved _____ Tabled _____

Presented to City Commission

Date _____

Approved _____ Disapproved _____ Tabled _____

Ordinance No. _____

CITY OF WESLACO
956-968-3181

REC#: 02642760 6/12/2020 10:25 AM
OPER: vm TERM: 041
REF#: 2325
PAID BY:

TRAN: 204.0000 REZONING APPL FEE
EZEQUIEL REYNA JR
WESTGATE DR
101-400-1027
REZONING APPLICATIO 305.00CR

TENDERED: 305.00 CHECK
APPLIED: 305.00-

CH#

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

August 21, 2020

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, September 2, 2020, at 5:30pm and the City Commission will also hold a public hearing on September 15, 2020 at 5:30 p.m. VIA ZOOM MEETING to consider the following request:

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877-853-5247; Meeting ID: 994 4945 3615

Members of the public who wish to participate in Public Hearing on an agenda item must send their name, address and phone number via email to karevalo@weslacotx.gov by 12:00 pm on September 2, 2020. A staff member will contact you with instructions via phone call to address your public comment.

CONDITIONAL USE PERMIT REQUEST:

Ezequiel Reyna Jr. is requesting to rezone 3702 S. Westgate. Also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Hidalgo County, and Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.. Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission.

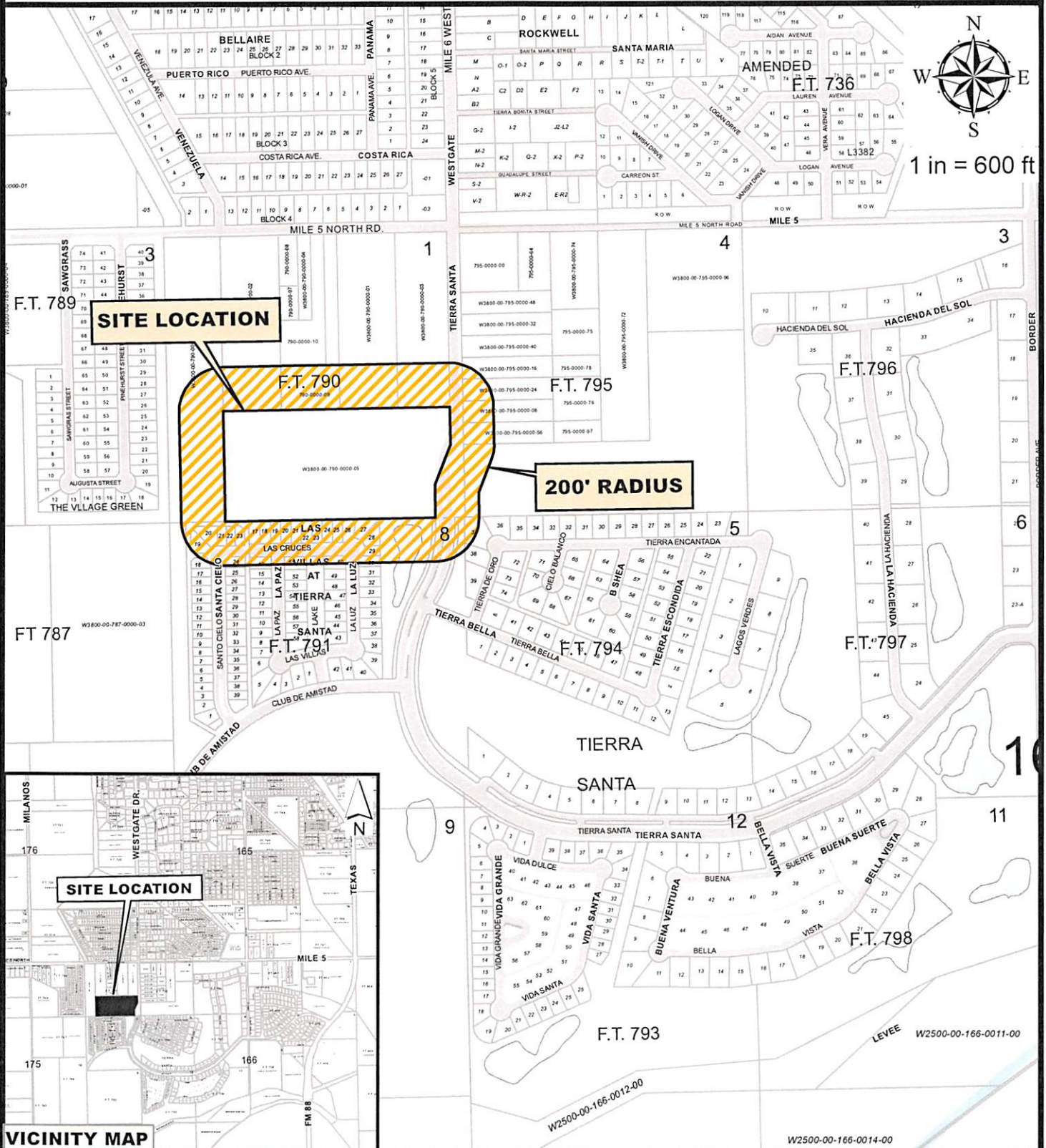
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department



Ezequiel Reyán Jr.

**3702 South Westgate Drive
WEST TRACT E1065'-S501.97' FT 790
12.27 AC GR 11.92 AC NET
LOT 1, BLOCK 175, F.T. 790**

Purpose for the Rezoning request

Existing zoning: R-1
Existing land use: Vacant Lot
Proposed zoning: R-2
Proposed land use: Multifamily



AUG 18, 2020

LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0016-00 LAS VILLAS AT TIERRA SANTA LOT 1 6 BLK 2 0 LA PAZ	L: 10759 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0017-00 LAS VILLAS AT TIERRA SANTA LOT 1 7 BLK 2 0 LAS CRUCES	L: 11297 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0018-00 LAS VILLAS AT TIERRA SANTA LOT 1 8 BLK 2 0 LAS CRUCES	L: 10018 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0019-00 LAS VILLAS AT TIERRA SANTA LOT 1 9 BLK 2 0 LAS CRUCES	L: 10018 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0020-00 LAS VILLAS AT TIERRA SANTA LOT 2 0 BLK 2 0 LAS CRUCES	L: 10018 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0021-00 LAS VILLAS AT TIERRA SANTA LOT 2 1 BLK 2 0 LAS CRUCES	L: 10018 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0022-00 LAS VILLAS AT TIERRA SANTA LOT 2 2 BLK 2 0 LAS CRUCES	L: 10018 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0023-00 LAS VILLAS AT TIERRA SANTA LOT 2 3 BLK 2 0 LAS CRUCES	L: 10018 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0024-00 LAS VILLAS AT TIERRA SANTA LOT 2 4 BLK 2 0 LAS CRUCES	L: 10018 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0025-00 LAS VILLAS AT TIERRA SANTA LOT 2 5 BLK 2 0 LAS CRUCES	L: 10209 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0026-00 LAS VILLAS AT TIERRA SANTA LOT 2 6 BLK 2 0 LAS CRUCES	L: 9683 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0027-00 LAS VILLAS AT TIERRA SANTA LOT 2 7 BLK 2 0 LAS CRUCES	L: 12080 B: 0

AUG 18, 2020

LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0028-00 LAS VILLAS AT TIERRA SANTA LOT 2 8 BLK 2 0 LA LUZ	L: 12497 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0029-00 LAS VILLAS AT TIERRA SANTA LOT 2 9 BLK 2 0 LA LUZ	L: 7716 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0030-00 LAS VILLAS AT TIERRA SANTA LOT 3 0 BLK 2 0 LA LUZ	L: 9703 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0050-00 LAS VILLAS AT TIERRA SANTA LOT 5 0 BLK 2 0 LA LUZ	L: 12180 B: 0
LAS VILLAS AT TIERRA SANTA 5221 N MCCOLL RD MCALLEN TX 78504-2202	L3394-00-002-0051-00 LAS VILLAS AT TIERRA SANTA LOT 5 1 BLK 2 0 LA PAZ	L: 12180 B: 0
HANDY MODESTO & PRISCILLA K 3802 TIERRA DE ORO WESLACO TX 78596-8551	T5438-01-003-0037-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 37 BLK 3 3802 TIERRA DE ORO	L: 37206 B: 231924
REYNA EZEQUIEL JR 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599-4379	T5438-01-003-0038-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 38 BLK 3 3806 TIERRA DE ORO	L: 17665 B: 0
RAMIREZ ANA LIZA 20003 MASON CREEK DR KATY TX 77449-2203	T5438-01-02A-0018-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 18 BLK 2A 3806 SANTO CIELO	L: 11078 B: 127955
ORTEGON JAY R 2018 LAS CRUCES AVE WESLACO TX 78596-8513	T5438-01-02A-0019-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 19 BLK 2A 2018 LAS CRUCES AVE	L: 16626 B: 118328
GONZALEZ MARISELA 2014 LAS CRUCES ST WESLACO TX 78596	T5438-01-02A-0020-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 20 BLK 2A 2014 LAS CRUCES AVE	L: 18627 B: 101001
GONZALEZ MARIA N 306 LAKEWAY DR WESLACO TX 78596-1865	T5438-01-02A-0021-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 21 & 22 BLK 2A 2010 LAS CRUCES AVE	L: 14616 B: 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-02A-0022-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 22 BLK 2A 2006 LAS CRUCES AVE	L: 7308 B: 0

AUG 18, 2020

BREMONT ALICIA LIZETH J 1901 CLUB DE AMISTAD WESLACO TX 78596-8576	T5438-01-02A-0023-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 23 BLK 2A 2002 LAS CRUCES AVE	L: 10513 B: 0
ARAUJO JUAN M GANTE 1601 TRAILER LN LOT 121 IRONDALE AL 35210	T5438-01-02A-0024-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 24 BLK 2A 3805 SANTO CIELO	L: 12725 B: 0
MORENO HECTOR MANUEL SOBRON 313 E COMA AVE STE 579 HIDALGO TX 78557-2506	W3800-00-790-0000-00 WEST TRACT W 255' FT 790 7.73 GR 7.61AC NET 2029 W MI 5 N RD	L: 72295 B: 0
CABRERA FRANCISCO 1725 MILE 5 NORTH WESLACO TX 78596	W3800-00-790-0000-01 WEST TRACT W266'-E532'-N818.03'- FT 790 5.00AC GR 4.88AC NET 0	L: 65758 B: 49340
LA CASA DE ORACION 1917 W MILE 5 N WESLACO TX 78596-5057	W3800-00-790-0000-02 WEST TRACT W267'-E1065'-N818.03' FT 790 5.01AC GR 4.89AC NET 1919 W MI 5 N RD	L: 108641 B: 0
GARCIA JULIO & MARYSOL 3402 S WESTGATE DR WESLACO TX 78596-4480	W3800-00-790-0000-03 WEST TRACT E266'-N818.03' FT 790 5.01AC GR 4.52AC NET 3402 S WESTGATE DR	L: 60907 B: 99754
COTTONFIELDS, LTD 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78596-4379	W3800-00-790-0000-05 WEST TRACT E1065'-S501.97' FT 79 0 12.27 AC GR 11.92 AC NET 3700 S WESTGATE DR	L: 0 B: 0
ABELDANO PABLO & ALICE 1801 W MILE 5 N WESLACO TX 78596-9518	W3800-00-790-0000-09 WEST TRACT W266'-E798'-S204.5'-N 818.03' & W60'-E592'-N613.5' FT 1801 W MILE 5 RD	L: 44381 B: 32989
CARRIZALES RAYMUNDO 1805 W MILE 5 N WESLACO TX 78596-9518	W3800-00-790-0000-10 WEST TRACT W206'-E798'-S204.5'-N 613.5' & W60'-E652'-N613.5' FT 7 1805 W MILE 5 RD	L: 40379 B: 81332
REYNA, EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78596-4379	W3800-00-791-0000-00 WEST TRACT 15.67AC BNG 2 IRR TRS FT 791 GOLF COURSE	L: 124106 B: 569416
REYNA, EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78596-4379	W3800-00-794-0000-00 WEST TRACT 11.89AC-FT 794 GOLF C OURSE 0 TIERRA SANTA BLVD	L: 56501 B: 33000
GARZA, JOSE 4920 SHERMAN ST HOUSTON TX 77011-3138	W3800-00-795-0000-08 WEST TRACT W440'-S99'-N891' FT 7 95 1AC GR 0.93AC NET 0 MILE 5 NORTH	L: 27555 B: 0

AUG 18, 2020

GARCIA ISMAEL & NELDA G 3605 S WESTGATE DR WESLACO TX 78596-9479	W3800-00-795-0000-16 WEST TRACT W440'-S99'-N693' FT 7 95 1AC GR 0.93AC NET 0 S WESTGATE DR	L: 27555 B: 83144
LOPEZ MELECIO 1005 MARITZA ST WESLACO TX 78596-2078	W3800-00-795-0000-24 WEST TRACT W440'-S99'-N792' FT 7 95 1AC GR 0.93AC NET 3609 S WESTGATE DR	L: 27555 B: 0
GARZA AMERICO & ARISTEO 3621 S WESTGATE DR WESLACO TX 78596-9479	W3800-00-795-0000-56 WEST TRACT W440'-S99'-N990' FT 7 95 1AC GR 0.93AC NET 3621	L: 27555 B: 8388
COTTONFIELDS, LTD 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78596-4379	W3800-00-795-0000-80 WEST TRACT S330' & E440'-S495'-N 990' FT 795 15 AC GR 14.77 AC NE 0 S WESTGATE DR	L: 23750 B: 72106

TAX RECEIPT



PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540

Certified Owner:

COTTONFIELDS LTD
702 W EXPRESSWAY 83 STE 100
WESLACO, TX 78599-4379

Legal Description:

WEST TRACT E1065'-S501.97' FT 790 12.27
AC GR 11.92 AC NET

Parcel Address: 0 WESTGATE DR

Legal Acres: 11.9200

Deposit No: WS2016348A
Validation No: 900000058378660

Account No: W3800-00-790-0000-05
Operator Code: YOLANDA48

Remit Seq No: 44300499
Receipt Date: 06/11/2020
Deposit Date: 06/11/2020
Print Date: 06/11/2020 04:01 PM
Printed By: YOLANDA48
Appr. Dist. No.: 503955

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2019	Hidalgo County	TL	5,078	0.575000	29.20	4.38	0.00	33.58
2019	Drainage Dist #1	TL	5,078	0.105100	5.34	0.80	0.00	6.14
2019	City Of Weslaco	TL	5,078	0.696700	35.38	5.31	0.00	40.69
2019	Weslaco Isd	TL	5,078	1.068700	54.27	8.14	0.00	62.41
2019	South Texas Isd	TL	5,078	0.049200	2.50	0.38	0.00	2.88
2019	South Texas College	TL	5,078	0.173300	8.80	1.32	0.00	10.12
2018	Hidalgo County	TL	5,030	0.580000	29.17	8.46	5.64	43.27
2018	Drainage Dist #1	TL	5,030	0.095100	4.78	1.39	0.93	7.10
2018	City Of Weslaco	TL	5,030	0.666700	33.54	9.73	6.49	49.76
2018	Weslaco Isd	TL	5,030	1.159700	58.33	16.92	11.29	86.54
2018	South Texas Isd	TL	5,030	0.049200	2.47	0.72	0.48	3.67
2018	South Texas College	TL	5,030	0.178000	8.95	2.60	1.73	13.28
					\$272.73	\$60.15	\$26.56	\$359.44

> - -

- - <

Check Number(s):
2320

PAYMENT TYPE:

Checks: \$359.44

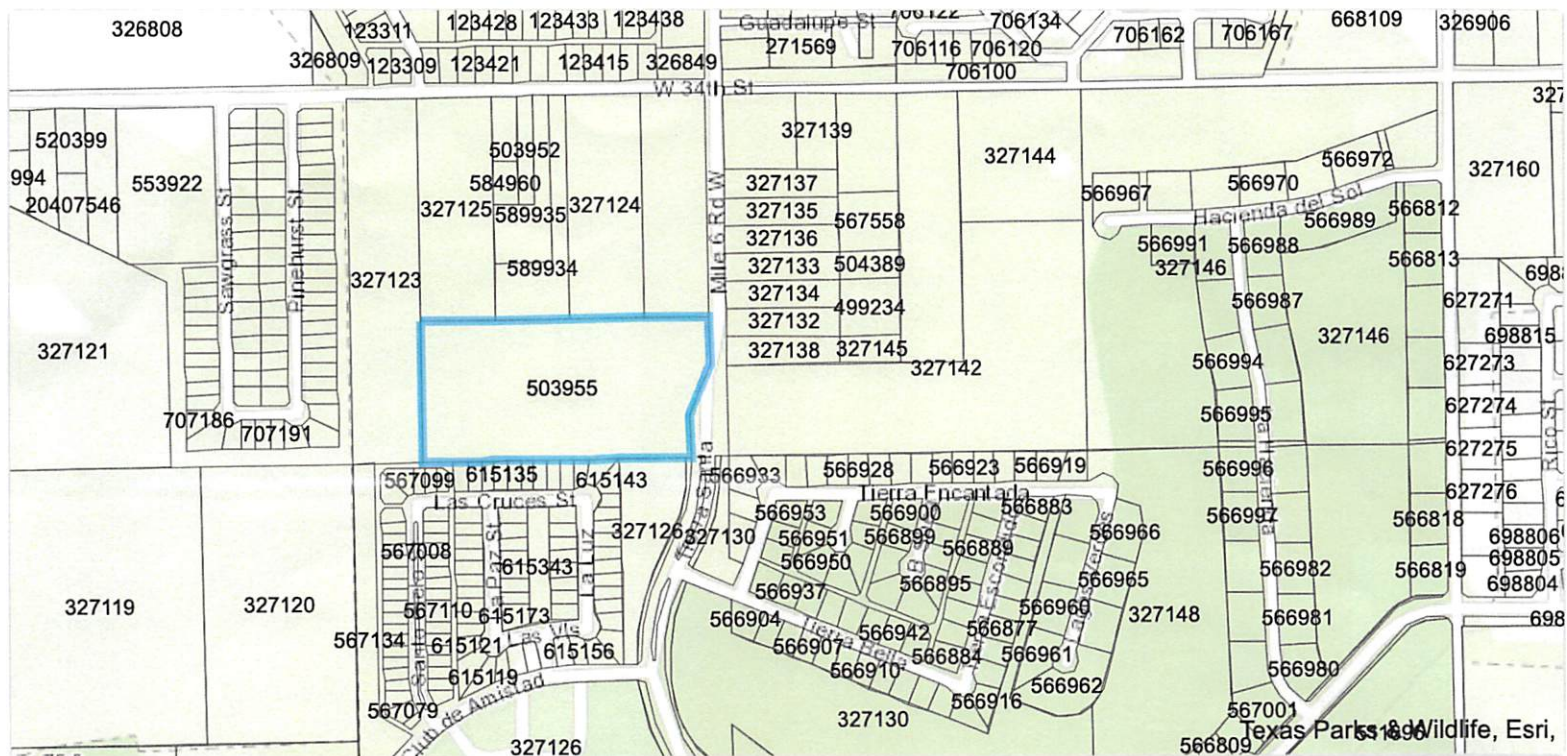
Exemptions on this property:
OPEN SPACE 1-D-1

Total Applied: \$359.44
Total Tendered: \$359.44
(for accounts paid on 06/11/2020)
Change Paid: \$0.00

PAYER: 1476825
REYNA FAMILY DEVELOPMENT LTD
702 WEST EXPRESSWAY 83 SUITE 100
WESLACO, TX 78596

Owner Identification #: 339054

Name: COTTONFIELDS LTD
Exemptions:
DBA: Null



This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The San Juan County Assessor expressly disclaims any and all liability in connection herewith.

ORDINANCE NO. 2020-31

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 3702 S. WESTGATE. ALSO BEING WEST TRACT E1065'-S501.97' FARM TRACT 790 BEING 12.27 AC GR 11.92 AC NET HIDALGO COUNTY, TEXAS FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One-family dwelling district to R-2 Duplex and apartment district. being 3702 S. Westgate. also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 ac gr 11.92 ac net Hidalgo County, and Texas

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of September 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3598	
From: Rebekah De La Fuente			
Subject: Discussion and consideration after public hearing on behalf of Cynthia Villa to approve a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit at 501 W. Pike Blvd., also being Block 1, Lot 1-4, Hughes Subdivision, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Beer Retailer's Off-Premise Permit. Twenty-seven (27) property owners within 200 feet of the applicant's property were notified by letter on August 21, 2020			
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: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission. Notice appeared in The Monitor on August 17, 2020			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the conditional use permit at the Regular meeting of September 2, 2020.			
Rebekah De La Fuente		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 501 W Pike- Aerial, 501 W Pike - Attachments, CUP- 501 W Pike- Memo			
Responsibilities upon Approval: Staff will advise applicant			

Conditional Use Permit

Beer & Wine Off- Premise

Legend

 501 W Pike

Santa Anna St

San Joaquin St

W Pike Blvd

Sgt Mc Garcia St

N Pueblo St

N Republic St

N Palmas St

N Cedro St

N Georgia Ave

N Louisiana Ave

Google Earth

© 2020 Google

500 ft





APPLICATION FOR CONDITIONAL USE PERMIT

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

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

FILE NO. 20-00010

PROPOSED PROJECT

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

Lot 1-4 Block 1

Subdivision Name Hughes Lots

Street Address 501 W Pike Blvd

Existing Zoning _____ Existing Land Use _____

Purpose for the Conditional Use Permit Request Off-Premise beer and wine sales

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

- _____ \$300.00 non-refundable filing fee, plus a \$5.00 processing 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 Cynthia F Villa Phone 956-363-3473
Address 401 Amber Dr. Fax: 956-968-8417
City Weslaco State TX Zip Code 78596 E-Mail: Cyndann25@yahoo.com

OWNER

Name Cynthia F Villa Phone 956-363-3473
Address 401 Amber Dr. Fax: 956-968-8417
City Weslaco State TX Zip Code 78596 E-Mail: Cyndann25@yahoo.com

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 Cynthia F. Villa
Owner

Date 8/10/20

Signature Cynthia F. Villa
Applicant

Date 8/10/20

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

Date _____

City Commission Notice of Public Hearing Published
in Newspaper

Date _____

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

Date _____

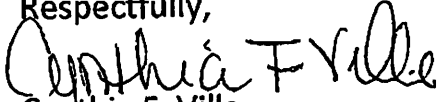
Presented to City Commission
Approved _____ Disapproved _____ Tabled _____

Date _____

August 10, 2020

My name is Cynthia F. Vila. I am the owner of The Panthers Den Located 501 W. Pike Blvd,, Weslaco, Texas 78596. I am seeking An off premise beer and wine license. I am asking for a approval Of a conditional use permit for the above stated purpose. Beverages Will be on a to go basis only. We are a drive thru. The hours of operation will Be from Monday-Friday 12:00-10:00 pm. Saturday and Sunday from 12:00-11:00 pm. Due to the current situation, I am seeking to increase Our revenue through additional sales.

Respectfully,



Cynthia F. Villa

The Panthers Den

(956) 363-3473



TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texas Helping Businesses & Protecting Communities

OFF-PREMISE PREQUALIFICATION PACKET

L-OFF (12/2019)

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

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

LOCATION INFORMATION

1. Application for: ☒ Original

☐ Reinstatement

☐ Reinstatement and Change of Trade Name

License/Permit Number _____

☐ Change of Location

☐ Change of Location and Trade Name

License/Permit Number _____

2. Type of Off-Premise License/Permit

☒ BQ Wine and Beer Retailer's Off-Premise Permit

☐ LP Local Distributor's Permit

☐ BF Beer Retail Dealer's Off-Premise License

☐ E Local Cartage Permit

☐ P Package Store Permit

☐ ET Local Cartage Transfer Permit

☐ Q Wine Only Package Store Permit

☐ PS Package Store Tasting Permit

3. Indicate Primary Business at this Location

☐ Grocery/Market

☐ Convenience Store without Gas

☐ Liquor Store

☒ Miscellaneous Concession Stand sno-cones

☐ Convenience Store with Gas

4. Trade Name of Location (Name of store, business, etc.)

The Panthers Den Bagpa Stand

5. Location Address

501 W. Pike Blvd

City

Weslaco TX. 78596

County

Hidalgo

State

TX

Zip Code

78596

6. Mailing Address

821 N. Republic

City

Weslaco

State

TX

Zip Code

78596

7. Business Phone No.

956-363-3473

Alternate Phone No.

E-mail Address

Cyndann25@yahoo.com

OWNER INFORMATION

8. Type of Owner

☒ Individual

☐ Corporation

☐ City/County/University

☐ Partnership

☐ Limited Liability Company

☐ Other _____

☐ Limited Partnership

☐ Joint Venture

☐ Limited Liability Partnership

☐ Trust

9. Owner of Business /Applicant (Name of Corporation, LLC, etc.)

Cynthia F Villa

PRIMARY CONTACT PERSON

The primary contact person should be a person who can answer questions TABC may have about the application. The contact phone and email are mandatory and must be active and updated regularly. If additional information is needed, it will be requested from this contact person. Delays in responding to requests may delay the processing and approval of your permit/license.

10. Contact Person:

Cynthia F. Villa

Relation to Business:

Owner

Phone (mandatory):

956 363-3473

Email (mandatory):

Cyndann25@yahoo.com

TABC DATESTAMP

11. Is the applicant, a veteran-owned business? ☐ Yes ☒ No			
12. Is the applicant, a Historically Underutilized Business (HUB)? ☐ Yes ☒ No			
13. As indicated on the chart, enter the individuals that pertain to your business type: (For additional space, use Form L-OIC)			
Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et. seq.

14. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No	
NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.	
15. Will your business be located within 300 feet of any private/public school? ☐ Yes ☒ No	
NOTE: For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.	
NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.	
16. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No	
17. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No	

PACKAGE STORE ACQUISITIONS ONLY

18. Has the business being acquired been in operation in the same county for more than one year before the acquisition? ☒ Yes ☐ No	
If Yes, provide permit number for existing package store: _____	
If No, this does not qualify as an acquisition, and will be considered a new location.	

ALL APPLICANTS

19. CHECK HERE IF NOT IN CITY LIMITS ☐	
I, the applicant, have confirmed the location is not located within city limits, therefore city certifications are not required.	

COMPLETE THE FOLLOWING CHECKLIST BEFORE SUBMITTING YOUR APPLICATION

Per Sec. 102.01, a tied house is defined as any overlapping ownership between those engaged in the alcoholic beverage industry at different levels of the three-tier system. No person having an interest in a permit issued by TABC may secure or hold, directly or indirectly, an ownership interest in a business on a different level.

All required forms have been completed. I have reviewed all forms to ensure they are complete. I have obtained all required local and state certifications (pages 3-4). All application packets have been notarized. Phone numbers and email address for Contact Person are up to date. All additional documentation as required by the application packets is attached. If required, out of state criminal history checks are attached (PHS #7). Certification of publication in local newspaper has been completed (page 4). A copy of the newspaper publication is attached (page 4).	☒ Yes ☐ No ☒ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ N/A ☐ Yes ☐ No ☐ N/A ☐ Yes ☐ No ☐ N/A
--	---

**WARNING AND
SIGNATURE****If Applicant Is/ Must Sign**

Individual/Individual Owner

Partnership/Partner

Limited Partnership/General Partner

Corporation/Officer

Limited Liability Company/Officer or Manager

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

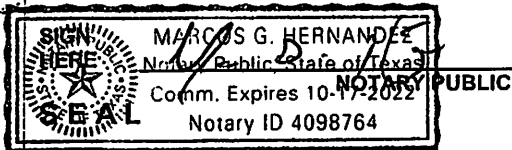
BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT
NAMECynthia F. VillaSIGN
HERECynthia F. Villa

TITLE

Owner

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

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

Sections 11.37 & 61.37

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

SIGN

HERE

City Secretary/Clerk_____
City

_____, TEXAS

SEAL**CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF)**

Sections 11.37 & 61.37

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

SIGN

HERE

County Clerk

_____, COUNTY

SEAL

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

August 21, 2020

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, September 2, 2020, at 5:30pm and the City Commission will also hold a public hearing on September 15, 2020 at 5:30 p.m. VIA ZOOM MEETING to consider the following request:

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877-853-5247; Meeting ID: 994 4945 3615

Members of the public who wish to participate in Public Hearing on an agenda item must send their name, address and phone number via email to karevalo@weslacotx.gov by 12:00 pm on September 2, 2020. A staff member will contact you with instructions via phone call to address your public comment.

CONDITIONAL USE PERMIT REQUEST:

Cynthia Villa is requesting a obtain a Wine and Beer Retailer's Off-Premise Permit at 501 W. Pike Blvd., also being Block 1, Lot 1-4, Hughes Subdivision, Hidalgo County, and Texas.. Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission.

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

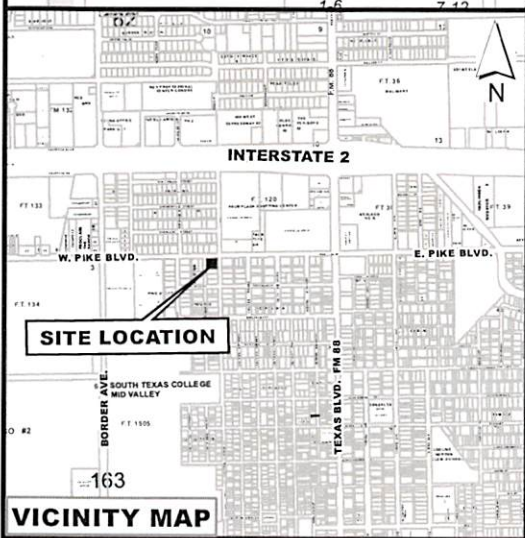
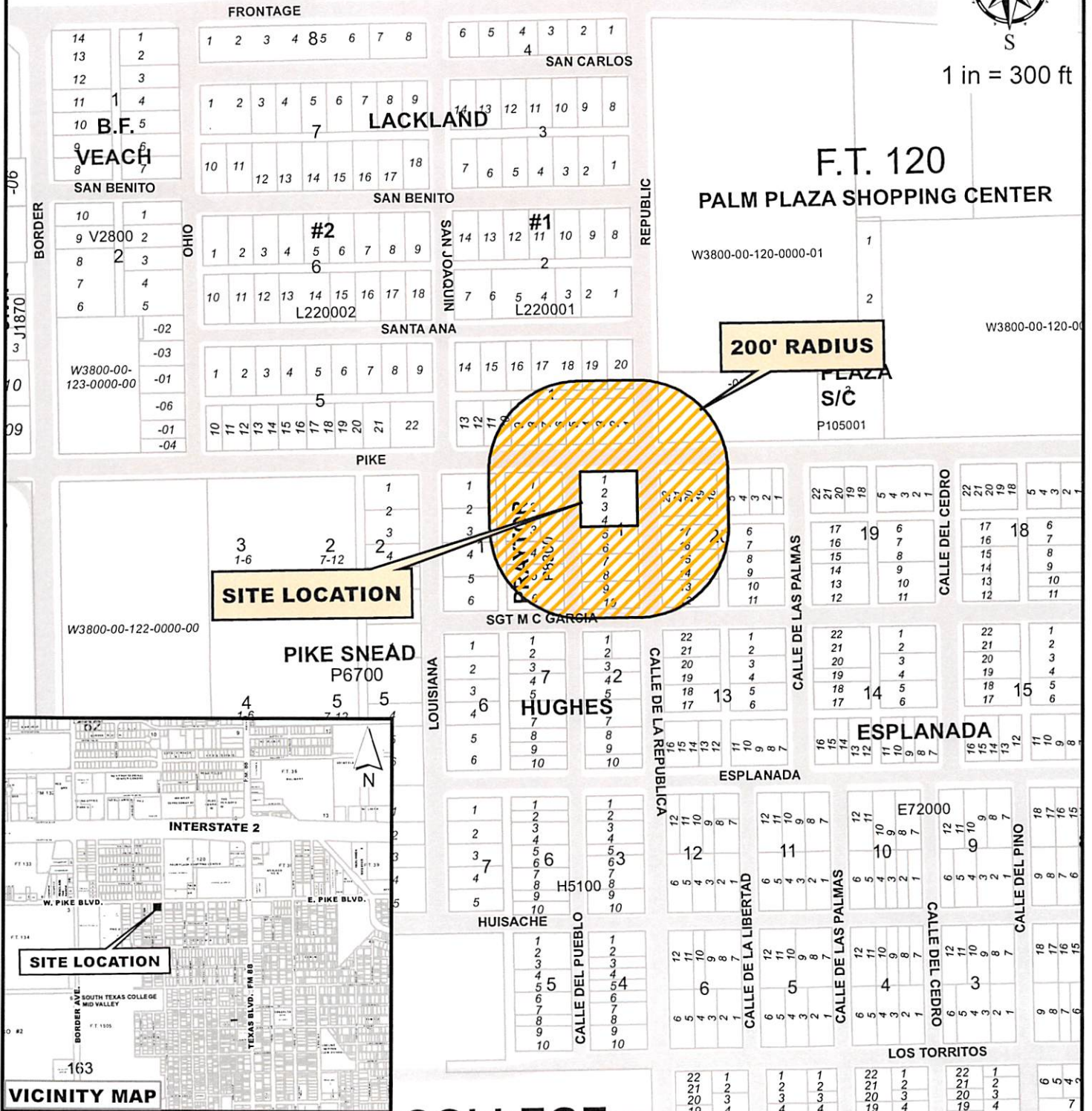
CITY OF WESLACO

Engineering Department

INTERSTATE 2



1 in = 300 ft



Cynthia F. Villa
501 West Pike Blvd.
HUGHES LOTS 1-4, BLK 1
LOT 2, BLOCK 163, F.T. 122

Purpose for the Conditional Use Permit request

Existing zoning: B-1

Existing land use: Drive Thru Pick-up

CUP request: Off Premises Beer and Wine Sales



AUG 18, 2020

MARTINEZ, CATARINO, Jr 407 W PIKE BLVD WESLACO TX 78596-4750	E7200-00-020-0004-00 ESPLANADA BLK 20 LTS 4-5 407 W PIKE BLVD	L: 17500 B: 59305
GARZA, MARIA ESTELLA 811 N PALMAS ST WESLACO TX 78596-4742	E7200-00-020-0006-00 ESPLANADA BLK 20 LTS 6-7 811 N PALMAS	L: 26250 B: 15725
PENA, JUAN & BASILISA GARZ 800 N REPUBLIC ST WESLACO TX 78596-4767	E7200-00-020-0012-00 ESPLANADA BLK 20 LTS 12-13 800 N REPUBLIC ST	L: 26250 B: 8563
GARCIA, ELOY & MARIA H 806 N REPUBLIC ST WESLACO TX 78596-4767	E7200-00-020-0014-00 ESPLANADA BLK 20 LTS 14-15 & S 5 ' OF 16 806 N REPUBLIC ST	L: 28438 B: 18591
LUCIO, CRISELDA 810 N REPUBLIC ST WESLACO TX 78596-4767	E7200-00-020-0016-00 ESPLANADA BLK 20 - N 25' OF LT 1 6 & ALL 17 810 N REPUBLIC ST	L: 24063 B: 12407
WILSON CHARLES A & MARIA M 2305 SILVERADO N MISSION TX 78573-8470	E7200-00-020-0018-00 ESPLANADA BLK 20 LTS 18-19-20-21 -22 413 W PIKE BLVD	L: 68750 B: 227503
RODRIGUEZ, DAVID DBA LEGACY BUILDERS 1014 N TEXAS BLVD STE 20-A WESLACO TX 78596	E7200-00-020-0021-00 ESPLANADA BLK 20 LTS 21-22	L: 17500 B: 0
FLORES, AVELINA R ETAL 821 N REPUBLIC ST WESLACO TX 78596-4766	H5100-00-001-0001-00 HUGHES LOTS 1-4 BLK 1 821 N REPUBLIC ST	L: 53235 B: 31193
SANCHEZ JUAN & CONSUELO 817 N REPUBLIC ST WESLACO TX 78596-4766	H5100-00-001-0005-00 HUGHES LOTS 5-6 BLK 1 817 N REPUBLIC ST	L: 25350 B: 16484
SIFUENTES ANTONIO & ADELA 815 N REPUBLIC ST WESLACO TX 78596-4766	H5100-00-001-0007-00 HUGHES LOTS 7-8 BLK 1 807 N PUEBLO ST	L: 25350 B: 60857
CAVAZOS, DANIEL 801 N REPUBLIC ST WESLACO TX 78596-4766	H5100-00-001-0009-00 HUGHES LOTS 9-10 BLK 1 801 N REPUBLIC ST	L: 25350 B: 14272
SALAZAR LEONEL R 110 S 29TH DONNA TX 78537-3635	L2200-01-001-0002-00 COLONIA M. P. (BUD) LACKLAND ALL OF LOTS 1, 2 & 3 BLK 1 500 W PIKE BLVD	L: 49500 B: 84509

AUG 18, 2020

SALAZAR LEONEL & EMMA 110 S 29TH ST DONNA TX 78537-3635	L2200-01-001-0004-00 COLONIA M. P. (BUD) LACKLAND LOT S 4 & 5 BLK 1 502 W PIKE BLVD	L: 33000 B: 101389
CARREON ROEL 2008 WESTHAVEN DR WESLACO TX 78599-3017	L2200-01-001-0006-00 COLONIA M. P. (BUD) LACKLAND LOT S 6 & 7 BLK 1 510 W PIKE BLVD	L: 18300 B: 8421
LOPEZ JOSE RAFAEL 16660 E WESTBY DR APT B FOUNTAIN HILLS AZ 85268-8745	L2200-01-001-0008-00 COLONIA M. P. (BUD) LACKLAND LOT S 8 & 9 BLK 1 516 W PIKE BLVD	L: 18300 B: 16217
LOPEZ, JUAN M & EMMA A 520 W PIKE BLVD WESLACO TX 78596-4616	L2200-01-001-0010-00 COLONIA M. P. (BUD) LACKLAND LOT S 10 & 11 BLK 1 520 W PIKE BLVD	L: 18300 B: 10802
REGALADO ISMAEL & NORA 505 SANTA ANNA ST WESLACO TX 78596-4317	L2200-01-001-0017-00 COLONIA M. P. (BUD) LACKLAND LOT S 17 & 18 BLK 1 505 SANTA ANNA ST	L: 36920 B: 10147
MARTINEZ, CATARINO 503 SANTA ANNA ST WESLACO TX 78596-4317	L2200-01-001-0019-00 COLONIA M. P. (BUD) LACKLAND LOT 19 BLK 1 503 SANTA ANNA ST	L: 18460 B: 15575
ROBLEDO, ANTONIO & CONCEPC 501 SANTA ANNA ST WESLACO TX 78596-4317	L2200-01-001-0020-00 COLONIA M. P. (BUD) LACKLAND LOT 20 BLK 1 501 SANTA ANNA ST	L: 18493 B: 12563
OLGUIN, SANDRA J 810 N LOUISIANA AVE WESLACO TX 78596-4614	P6700-00-001-0001-00 PIKE SNEAD BLK 1 LTS 1 & N 1/2-2 810 N LOUISIANA AVE	L: 27000 B: 80094
GARCIA MARIA 2811 TORREON ST HIDALGO TX 78557	P6700-00-001-0002-00 PIKE SNEAD BLK 1 LTS S 1/2-2, AL L 3 806	L: 27000 B: 25164
CANTU, ROGELIO L & MARIA V 804 N LOUISIANA AVE WESLACO TX 78596-4614	P6700-00-001-0004-00 PIKE SNEAD BLK 1 LTS 4, N 1/2-5 804 N LOUISIANA	L: 27000 B: 45570
SALAZAR, LEONEL R & EMMA Q 110 S 29TH DONNA TX 78537-3635	P8300-00-008-0001-00 PRAYTOR BLK 8 LTS W 75'-1-2-3 553 W PIKE BLVD	L: 61875 B: 70513
SALAZAR, LEONEL R & EMMA Q 110 S 29TH DONNA TX 78537-3635	P8300-00-008-0003-00 PRAYTOR BLK 8 LTS E50' OF LOTS 1 , 2, & 3	L: 41250 B: 15750

City of Weslaco Code Enforcement Dept.

AUG 18, 2020

HINOJOSA, MIGUEL A	P8300-00-008-0004-00	L: 20313
PO BOX 1152	PRAYTOR BLK 8 LTS N 50'-S150'-4	B: 17306
WESLACO TX 78599-1152	801 N PUEBLO ST	
PERALES ADAN	P8300-00-008-0005-00	L: 40625
10339 N FM 88	PRAYTOR BLK 8 LT S 100'-5-6	B: 17008
WESLACO TX 78599-8547	801	
WESLACO PALM PLAZA LTD	W3800-00-120-0000-02	L: 413528
4515 SAN PEDRO AVE	WEST TRACT S175.2'-W381'-FT 120	B: 394717
SAN ANTONIO TX 78212-1410	A/K/A SW PART OF TR A-2 1.53AC G	
	310 PIKE BLVD	

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

MEMO

TO: Mayor and City Commission
FROM: Norma A. Cantu, City Secretary
RE: CUP- 501 W Pike Blvd
DATE: September 15, 2020

The applicant is proposing to sell Off-Premise Beer & Wine at the existing Panthers Den Raspa Stand. The proposed use will be similar to previously approved locations such as Juan Bota's on South Texas and Crazy About Mangonadas on West Pike. Staff has not received any petitions for against this item from the surrounding property owners.

Thank you,

Rebekah de la Fuente, CFM



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3600	
From:			
Subject: Discussion and consideration of Amendment #1 and Final - Siemens Industry , Inc. Building Technologies Division Performance Contracting Agreement for Facility Improvement Measures on City facilities executed November 21, 2017 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: On November 21, 2017, the City engaged the services of Siemens Industry, Inc., Building Technologies Division to perform the facility improvement measures (FIMS) as follows: Water Meter Replacement; Advanced Metering Infrastructure (AMI); HVAC Armor; HVAC Replacement; Lighting Retrofits, and Traffic Signal Retrofits. This work was finalized in January 2019 with the Performance Assurance Program (PASP) beginning in February of 2019. The PASP are the services required to monitor the operation of the FIMS so that Siemens can provide the Annual Performance Assurance Report. This amendment seeks to update actual improvements performed and adjusts the Annual Period dates to reflect actual date of realized Guarantee Date.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Omar Rodriguez		Created/Initiated	
Omar Rodriguez		Approved	
Vidal Roman		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of amendment.			
Attachments, if any: MEMO Siemens Amendment 1, Weslaco_Amendment1_Final_040720, 2017-12_Final fully executed Siemens Performance Agreement with exhibits			
Responsibilities upon Approval:			



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

Mike R. Perez, City Manager

DATE: September 3, 2020

TO: Mike R. Perez, City Manager

FROM: Omar Rodriguez, Parks & Recreation - Director

SUBJECT: AMENDMENT #1 – SIEMENS PERFORMANCE CONTRACT (11/21/17)

On November 21, 2017, the City engaged the services of Siemens Industry, Inc., Building Technologies Division to perform facility improvement measures (FIMS) as follows: Water Meter Replacement; Advanced Metering Infrastructure (AMI); HVAC Armor; HVAC Replacement; Lighting Retrofits, and Traffic Signal Retrofits. This work was finalized in January 2019 with the Performance Assurance Program (PASP) beginning February 1, 2019. The PASP are the services required to monitor the operation of the FIMS so that Siemens can provide the Annual Performance Assurance Report.

This amendment seeks to update actual improvements performed with water meters and HVAC Armor scope of work, savings calculations and changes the language regarding the Annual Period dates to reflect actual date of the realized Guarantee Date. Changes are as follows:

SECTION MODIFIED	ORIGINAL	AMENDMENT
Exhibit A – Scope of Work and Services Article 1: Table 1.1 – Table of Water Meter Quantities and Types	Specified replacement of 10,503 water meters total	Actual replacement of 10,690 water meters total
Exhibit A – Scope of Work and Services Article 1: Table 1.4 – HVAC Armor Locations	Included two (2) Trane 30-ton units	Deletes one (1) Trane 30-ton unit (S/N C05E03761), which was replaced by City in August of 2019.
Exhibit C – Performance Assurance Article 1: Table 1.1 – Meter Accuracy Guarantee and Expected Usage Increase (Volume) along with Guaranteed Energy Units	Electric Energy Saved (kWh) per Annual Period = 841,183; total = 12,617,745	Decreases Electric Energy Saved (kWh) per Annual Period = 839,550; total = 12,593,250

SECTION MODIFIED	ORIGINAL	AMENDMENT
Exhibit C – Performance Assurance Article 1: Table 1.2 – Total Guaranteed Expected Revenue Increase and Guaranteed Energy and Operational Savings	Energy/Utility Savings (\$) reflects a total savings of \$1,233,221; Total Savings (\$) of \$19,634,198	Decreases Energy/Utility Savings (\$) -\$2,353 and Total Savings (4) -\$2,353 Original Total Savings should've been \$19,636,551
Exhibit C – Performance Assurance Article 2: Table 2.1 – Expected Revenue Increase and Operational Savings for First Annual Period Option	HVAC Armor includes City Hall 30- ton unit in Energy/Utility Savings \$ - Measurement and Verification Options Column A, Total Energy/Utility Savings, and Total Savings \$	Deletes City Hall 30-ton unit from calculations and Decreases Energy/Utility Savings \$ - Measurement and Verification Options Column A, Total Energy/Utility Savings, and Total Savings -\$140
Exhibit C – Performance Assurance Article 4: Section 4.2.4 HVAC Armor	City Hall 30-ton unit is included	Deletes City Hall 30-ton unit from calculations and tables. Table 4.2.4.1 is replaced with updated table which includes Brand, Model, and Serial Number of HVAC units
Exhibit C – Performance Assurance Article 6 Utility Structures and Escalation Rates: Section 6.1 Electricity	Rate Escalation: 0% Fixed until 12/31/2022 3% per Annual Period starting in 2023	Changed to refer to Annual Period rather than a date. Annual Period 1: 2/1/19-1/31/20 Rate Escalation: 0% Fixed through Annual Period 5 3% per Annual Period starting in Annual Period 6



"The City on the Grow"

Amendment No. 1 to City of Weslaco PC Project

THIS AMENDMENT No. 1 ("Amendment") is made this 15th day of September, 2020, by and between Siemens Industry, Inc., through its Building Technologies Division (f/k/a Siemens Building Technologies, Inc.) ("SIEMENS"), and the party identified below as CLIENT, and effective upon execution, amends and modifies the Performance Contracting Agreement between City of Weslaco, TX ("Client") and Siemens Industry, Inc. dated November 21, 2017 [SIEMENS Job No. 440P-220856 between SIEMENS and CLIENT, and all prior amendments thereto, if any (collectively the "Agreement").

PROJECT:

Amendment to modify the language in Exhibit A and Exhibit C associated with the Performance Contract for City of Weslaco, TX as it relates to the Water Meters and HVAC Armor scope of work and the savings calculations.

CLIENT: City of Weslaco
255 South Kansas Avenue
Weslaco, TX 78596

DESIGNATED REPRESENTATIVE:

Mike R. Perez, City Manager

Phone: 956-968-3181, Fax:

SIEMENS: Siemens Industry, Inc.
1000 Deerfield Parkway
Buffalo Grove IL 60089

Local office at:
8850 Fallbrook Road
Houston, TX 77064

DESIGNATED REPRESENTATIVE:
Keith A. Chase, Head of Sales – South Central US

Phone: 281-640-4553, Fax: 281-949-3100

1. The Agreement and any amendments thereto are incorporated by reference herein and made a part hereof. Defined terms set forth in the Agreement shall have the same meaning in this Amendment No. 1.
2. The Parties agree to modify the Agreement as follows:
Exhibit A – Scope of Work and Services
Article 1: Table 1.1 is removed and replaced with the following

Qty	Size	Type	Description
9543	5/8" X 3/4"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
598	1"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
109	1.5"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
365	2"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
37	3"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
17	4"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
3	6"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
0	2"	Neptune TRU/FLO Compound meter	Fixed Base Water Meter and Transmitter Replacement
4	3"	Neptune TRU/FLO Compound meter	Fixed Base Water Meter and Transmitter Replacement
11	4"	Neptune TRU/FLO Compound meter	Fixed Base Water Meter and Transmitter Replacement
3	6"	Neptune TRU/FLO Compound meter	Fixed Base Water Meter and Transmitter Replacement
0	6"	Neptune Protectus SS w/T-10	Fixed Base Water Meter and Transmitter Replacement
0	8"	Neptune Protectus SS w/T-10	Fixed Base Water Meter and Transmitter Replacement
10,690	Total		

Exhibit A – Scope of Work and Services**Article 1: Table 1.4 is removed and replaced with the following**

Facility Name	Location	Manufacturer	Model #	Serial #
Terminal	Ext Ground	Rheem	RAWL-090CAZ	7753W041308615
Customs Building	Roof	Trane	4TCC3036A1000AB	9372KP79H
Customs Building	Roof	Trane	4TCC3036A1000AB	10123LLE9H
Customs Building	Roof	Trane	4TCC3036A1000AB	9464HXE9H
Public Works	Ext Ground	Trane	TTA240B400FB	8024Y0AAD
Public Works	Ext Ground	Trane	TTA150H400AA	16202LR4YA
Public Works	NE Ext Ground	Trane	2TTB3048A1000AA	7503RSX4F
Public Works	SE Ext Ground	Trane	2TTB3060A1000AA	80134662F
Fire Station #2	Roof	Trane	M4AC3048A1000AA	(missing)
Fire Station #2	Roof	Trane	M4AC3060A1000AA	(missing)
City Hall	Roof	Trane	RAUCC30EBY03ABD000020	C05E03761
City Hall	Roof	Daikin	DTH036XXX1DXXXAA	1507346290
Parks Office	Ext Ground	Rheem	RAKA-042CAZ	5462FF049907081
Weslaco Service Center	Ext Ground	Rheem	RANL-060CAZ	7394W311001035
Weslaco Service Center	Ext Ground	Johnson	TCJD60S43S4EA	W1H5908370
Tower Theater	Ext Ground	Rheem	13AJN60A01	W401434791
Library Annex	Roof	Daikin	DX13SA0603AC	1610072965
Library Annex	Roof	Trane	4TTA3048D3000CA	133028WX3F
Library	Roof	Carrier	50PG-C08-AB50-AA	3406G50002
Library	Roof	Carrier	50PG-C06-AB50-AA	3406G20013
Library	Roof	Carrier	50PG-C08-AB50-AA	3406G50003
Library	Roof	Carrier	50PG-C06-AB50-AA	3406G20014
Library	Roof	Trane	4TTA3060D3000CA	12363MEC4F
Library	Roof	Trane	4TTA3060D3000CA	12363ME84F
Library	Roof	Trane	4TTA3060D3000CA	12365T4N4F
Library	Roof	Trane	4TTA3060D3000CA	12365T224F
Library	Roof	Trane	M4AC3024A1000AA	(missing)
Mayor Braught Theater	Roof	Rheem	RAWE-092CAZ	F421402012
Mayor Braught Theater	Roof	Rheem	RAWD-090CAZ	7002F150605199
Mayor Braught Theater	Roof	Rheem	RLKA-A085CM	6225F020615525
Police Substation	Roof	American Standard	TSC048E3E0A	111010737L
Police Substation	Roof	Trane	TSC060E3E0A	121011746L
Fire Administration Building	Roof	Trane	TSC092F3E0A09000	160411943L
Water Treatment Plant	Ext Ground	Trane	4TWB4036G1000AB	13045KW22F
Water Treatment Plant	Ext Ground	Trane	TTA090D400AA	14284SCAYA
Water Treatment Plant	Ext Ground	Trane	TTA090D400AA	14284SCWYA
Water Treatment Plant	Ext Ground	Trane	TTA120E400AA	1430481DYA
Water Treatment Plant	Ext Ground	Trane	TTA120E400AA	1430481AYA

Exhibit C – Performance Assurance

Article 1: Table 1.1 is removed and replaced with the following

Performance Guarantee Period	Guaranteed Meter Accuracy	Expected Usage Increase (volume) (Gals)	Electric Energy Saved (kWh)
Annual Period 1	98.5%	3,466,106	839,550
Annual Period 2	98.5%	3,585,627	839,550
Annual Period 3	98.5%	3,705,148	839,550
Annual Period 4	98.5%	3,824,669	839,550
Annual Period 5	98.5%	3,944,190	839,550
Annual Period 6	98.5%	4,063,711	839,550
Annual Period 7	98.5%	4,183,232	839,550
Annual Period 8	98.5%	4,302,753	839,550
Annual Period 9	98.5%	4,422,274	839,550
Annual Period 10	98.5%	4,541,794	839,550
Annual Period 11	98.5%	4,661,315	839,550
Annual Period 12	98.5%	4,780,836	839,550
Annual Period 13	98.5%	4,900,357	839,550
Annual Period 14	98.5%	5,019,878	839,550
Annual Period 15	98.5%	5,139,399	839,550
TOTAL	98.5%	64,541,290	12,593,250

Exhibit C – Performance Assurance

Article 1: Table 1.2 is removed and replaced with the following

Year	Expected Revenue Increase (\$)	Energy/Utility Savings (\$)	Operational Savings (\$)	Total Savings (\$)
1	\$899,619	\$73,372	\$9,405	\$982,396
2	\$930,641	\$73,372	\$9,687	\$1,013,700
3	\$961,662	\$73,372	\$9,978	\$1,045,012
4	\$992,683	\$73,372	\$10,277	\$1,076,332
5	\$1,023,705	\$73,372	\$10,585	\$1,107,662
6	\$1,054,726	\$75,573	\$10,903	\$1,141,202
7	\$1,085,747	\$77,840	\$11,230	\$1,174,817
8	\$1,284,752	\$80,176	\$11,567	\$1,376,495
9	\$1,320,440	\$82,581	\$11,914	\$1,414,935
10	\$1,356,128	\$85,058	\$12,271	\$1,453,457
11	\$1,391,815	\$87,610	\$12,640	\$1,492,065
12	\$1,427,503	\$90,238	\$13,019	\$1,530,760
13	\$1,463,190	\$92,945	\$13,409	\$1,569,544
14	\$1,498,878	\$95,734	\$13,812	\$1,608,424
15	\$1,534,565	\$98,606	\$14,226	\$1,647,397
TOTALS	\$18,226,054	\$1,233,221	\$174,923	\$19,634,198

Exhibit C – Performance Assurance**Article 2: Table 2.1 is removed and replaced with the following**

FIM	Energy/Utility Savings \$						Operational Savings \$	Total Savings \$
	Measurement and Verification Options							
	A Retrofit Isolation: Key Parameter Measurement	B Retrofit Isolation: All Parameter Measurement	C Whole Facility	D Calibrated Simulation	E Stipulated	Total Energy/Utility Savings	E Stipulated	
Water Meters/ AMI	\$899,619	\$0	\$0	\$0	\$0	\$899,619	\$0	\$899,619
HVAC Armor	\$6,214	\$0	\$0	\$0	\$0	\$6,214	\$875	\$7,089
HVAC Replacements	\$3,961	\$0	\$0	\$0	\$0	\$3,961	\$1,250	\$5,211
Lighting	\$49,338	\$0	\$0	\$0	\$0	\$49,338	\$6,380	\$55,718
Traffic Signals	\$13,859	\$0	\$0	\$0	\$0	\$13,859	\$900	\$14,759
TOTAL	\$972,991	\$0	\$0	\$0	\$0	\$972,991	\$9,405	\$982,396

Exhibit C – Performance Assurance**Article 4: Section 4.2.4 is removed and replaced with the following:****4.2.2 HVAC Armor**

Location(s): City Hall, Customs Building, Fire Administration Building, Fire Marshal Office, Fire Station #2, Fire Station #3, Library, Library Annex, Mayor Eugene Braught Theatre, Office, PFA Building, Police Substation, Service Center, Terminal, Tower Theatre

Overview:

HVAC Armor restores deteriorated aluminum by cleaning the condenser coils and applying a corrosion-inhibiting coil coating. The application of HVAC Armor increases the efficiency of the condensing units due to an increased heat transfer. The product is applied to the entire coil and is UV resistant to further prevent corrosion. The coating is also hydrophobic to prevent the build-up of dust and mold, and allows for easy cleaning. An improvement in the condensing units' efficiency (COP) will result in reduced energy consumption.

Energy savings are determined by verifying the improvement in COP efficiency (%Change). Measuring pre- and post-retrofit condenser unit temperature (°F) and compressor pressure (psi) are inputted into a software program to calculate enthalpy (h) for each Stage of the refrigeration cycle for a sample of units. The calculated pre- and post-retrofit enthalpy (h) is used to determine %Change, which is then multiplied by the baseline electricity consumption to quantify annual electricity savings (kWh). Pre- and post- pressure and temperature of the condenser units will be measured on a sample of units at the time of installation to confirm the engineering savings calculations. These units are heat pumps and run all months of the year. The estimated annual run times are listed in Table 4.2.4.1.

Changes in facility use due to new construction, extended or contracted operating schedules, occupancy, or changes in functionality will change energy consumption and require adjustments to the usage predicted by the Baseline models. The Annual Performance Assurance Report will document changes in conditions that may affect Savings persistence.

CLIENT shall ensure units are properly maintained according to the manufacturer's recommendation. CLIENT will be responsible for all labor and material after the warranty period expires.

Pre-Retrofit Measurement Calculations:

$$\begin{aligned}
\text{kWh}_{\text{pre}} &= \text{Pre-retrofit annual electricity consumption (kWh/yr)}, \text{ as per Table 4.2.4.1} \\
&= \text{AOH}_{\text{pre}} * \text{Tons}_{\text{pre}} * 12,000 \text{ Btu/Ton} / (\text{COP}_{\text{pre}} * 3.412 \text{ Btu/W} * 1,000 \text{ W/kW}) \\
&= 1,028,934 \text{ kWh/yr}
\end{aligned}$$

COP_{pre} = Pre-retrofit condensing unit efficiency (COP), measure on a sample of units using the following equation or modelled during the audit

$$= h_{1,\text{pre}} - h_{4,\text{pre}} / h_{2,\text{pre}} - h_{1,\text{pre}}$$

Pre-retrofit condenser temperature (F) and compressor pressure (psi) will be measured at unit full capacity and load for Stages 1, 2 and 4 in 60-minute periods of 5-minute intervals on a sample of condensing units. These measurements will be used to calculate enthalpy at Stages 1, 2 and 4 using the Engineering Equation Solver software program from University of Wisconsin.

Where;

AOH_{pre} = Pre-retrofit annual operating hours (hrs/yr), as per Table 4.2.4.1

Tons_{pre} = Pre-retrofit cooling capacity (tons), as per Table 4.2.4.1

$h_{1,\text{pre}}$ = Pre-retrofit enthalpy at Stage 1

$h_{2,\text{pre}}$ = Pre-retrofit enthalpy at Stage 2

$h_{4,\text{pre}}$ = Pre-retrofit enthalpy at Stage 4

Table 4.2.4.1 – Pre-retrofit Operating Parameters

Building	Brand	Model	Serial Number	Annual Operating Hours (AOH_{pre})	Net Cooling Capacity (Tons_{pre})
Terminal	Rheem	RAWL-090CAZ	7753W041308615	3,762	7.63
Customs Building	Trane	4TCC3036A1000AB	9372KP79H	3,762	3.03
Customs Building	Trane	4TCC3036A1000AB	10123LLE9H	3,762	3.04
Customs Building	Trane	4TCC3036A1000AB	9464HXE9H	3,762	3.03
Public Works	Trane	TTA240B400FB	8024Y0AAD	3,762	20.19
Public Works	Trane	TTA150H400AA	16202LR4YA	3,762	12.80
Public Works	Trane	2TTB3048A1000AA	7503RSX4F	3,762	4.03
Public Works	Trane	2TTB3060A1000AA	80134662F	3,762	5.05
Fire Station #2	Trane	M4AC3048A1000AA	N/A	3,762	4.05
Fire Station #2	Trane	M4AC3060A1000AA	N/A	3,762	5.06
City Hall	Trane	RAUCC30EBY03ABD000020	C05E03760	3,762	2.53
City Hall	Daikin	DTH036XXX1DXXXXA	1507346290	3,762	3.04
City Hall	Trane	2TTB2036A1000AA	43454U73F	3,762	3.01
Parks Office	Rheem	RAKA-042CAZ	5462FF049907081	3,762	3.47
Weslaco Service Center	Rheem	RANL-060CAZ	7394W311001035	3,762	5.06
Weslaco Service Center	Johnson	TCJD60S43S4EA	W1H5908370	3,762	5.06
Tower Theater	Rheem	13AJN60A01	W401434791	3,762	5.10
Library Annex	Daikin	DX13SA0603AC	1610072965	3,762	5.06
Library Annex	Trane	4TTA3048D3000CA	133028WX3F	3,762	4.07
Library	Carrier	50PG-C08-AB50-AA	3406G50002	3,762	8.10

Library	Carrier	50PG-C06-AB50-AA	3406G20013	3,762	6.08
Library	Carrier	50PG-C08-AB50-AA	3406G50003	3,762	8.10
Library	Carrier	50PG-C06-AB50-AA	3406G20014	3,762	6.08
Library	Trane	4TTA3060D3000CA	12363MEC4F	3,762	5.08
Library	Trane	4TTA3060D3000CA	12363ME84F	3,762	5.08
Library	Trane	4TTA3060D3000CA	12365T4N4F	3,762	5.08
Library	Trane	4TTA3060D3000CA	12365T224F	3,762	5.08
Library	Trane	M4AC3024A1000AA	(missing)	3,762	2.03
Mayor Braught Theater	Rheem	RAWE-092CAZ	F421402012	3,762	7.64
Mayor Braught Theater	Rheem	RAWD-090CAZ	7002F150605199	3,762	7.54
Mayor Braught Theater	Rheem	RLKA-A085CM	6225F020615525	3,762	7.04
Police Substation	American Standard	TSC048E3E0A	111010737L	3,762	4.05
Police Substation	Trane	TSC060E3E0A	121011746L	3,762	5.06
Fire Administration Building	Trane	TSC092F3E0A09000	160411943L	3,762	7.68
Water Treatment Plant	Trane	4TWB4036G1000AB	13045KW22F	3,762	3.04
Water Treatment Plant	Trane	TTA090D400AA	14284SCAYA	3,762	7.63
Water Treatment Plant	Trane	TTA090D400AA	14284SCWYA	3,762	7.63
Water Treatment Plant	Trane	TTA120E400AA	1430481DYA	3,762	10.20
Water Treatment Plant	Trane	TTA120E400AA	1430481AYA	3,762	10.20

Post-Retrofit Measurement Calculations:

COP_{post} = Post-retrofit condensing unit efficiency (COP), measured on a sample of units using the following equation

$$= \frac{h_{1,post} - h_{4,post}}{h_{2,post} - h_{1,post}}$$

Post-retrofit condenser temperature (F) and compressor pressure (psi) will be measured at unit full capacity and load for Stages 1, 2 and 4 in 60-minute periods of 5-minute intervals on a sample of condensing units. These measurements will be used to calculate enthalpy at Stages 1, 2 and 4 using the Engineering Equation Solver software program from University of Wisconsin.

Where;

$h_{1,post}$ = Post-retrofit enthalpy at Stage 1

$h_{2,post}$ = Post-retrofit enthalpy at Stage 2

$h_{4,post}$ = Post-retrofit enthalpy at Stage 4

Savings Calculations:

Electricity Savings (kWh/yr):

$$\%Change = 1 - (COP_{pre} / COP_{post})$$

$$kWh_s = \%Change * kWh_{pre}$$

Where;

%Change = Improvement in condensing unit efficiency based on measured COP due to application of HVAC Armor
 kWh_s = Annual electricity savings (kWh/yr)

Cost Savings (\$/yr):

$$\$_S = \text{kWh}_S * \$/\text{kWh}_x$$

Where;

$\$_S$ = Total annual cost savings (\$/yr)

$\$/\text{kWh}_x$ = Blended unit price for electricity at each location x, as per Article 6 of this Exhibit C

Exhibit C – Performance Assurance

Article 6: Section 6.1 is removed and replaced with the following

- 6.1 Utility costs used for Savings calculations will be based on the utility rates and rate escalation percentages, as provided in the table(s) below. Each escalation rate will be applied annually to the utility rate.

Table 6.1.1 Electricity

Tariff Number or Designation:	Varies		
Utility Name:	Cavallo Energy Texas		
Rate Structure:	0.0857	\$ per kWh Facilities	
	0.0955	\$ per kWh Traffic Signal	
	N/A	\$ per kW	
Rate Escalation:	0	% Fixed through Annual Period 5	
	3	% per Annual Period starting in Annual Period 6	

WHEREFORE, this Amendment amends and modifies the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect. The Parties have caused this Amendment to be signed by their duly authorized representatives on the date first above written, and this Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

CLIENT: City of Weslaco, TX

Signature: _____

Printed
Name: David Suarez

Title: Mayor

SIEMENS: Siemens Industry, Inc.

Signature: _____

Printed
Name: _____

Title: _____

SIEMENS: Siemens Industry, Inc.

Signature: _____

Printed
Name: _____

Title: _____

PERFORMANCE CONTRACTING AGREEMENT

between

City of Weslaco, Texas

and

**Siemens Industry, Inc.,
Building Technologies Division**

TABLE OF ARTICLES

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work by SIEMENS
6. CLIENT Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

PERFORMANCE CONTRACTING AGREEMENT

Number: _____

Article 1 AGREEMENT

THIS PERFORMANCE CONTRACTING AGREEMENT ("Agreement") is made this _____ day of _____, (the "Effective Contract Date", defined below), by and between Siemens Industry, Inc., Building Technologies Division ("SIEMENS") and the party identified below as the CLIENT.

The CLIENT: City of Weslaco, Texas
255 S. Kansas
Weslaco, TX 78596

DESIGNATED REPRESENTATIVE: Mike Perez, City Manager
PHONE: 956-973-2437 FAX:

Siemens Industry, Inc., Building Technologies Division
1000 Deerfield Parkway
Buffalo Grove, Illinois 60089

With offices at: 8850 Fallbrook Road
Houston, TX 77064

DESIGNATED REPRESENTATIVE: Robert McMillin, PhD.
PHONE: 281-949-3000 FAX: 281-949-3100

For Work and Services in connection with the following project (the "Project"):

Performance Contracting Project for the City of Weslaco, Texas.

The CLIENT considered performing the following FIMs but at this time, has determined to exclude them from the Scope of Work and Services, Exhibit A:

1. Wastewater Treatment Plant Renovations
2. Water Treatment Plant Renovations
3. AMI Customer Portal
4. Additional Lighting Retrofits
5. Additional HVAC Replacements

PERFORMANCE CONTRACTING AGREEMENT

Articles and Attachments

This Agreement consists of this document, which includes the following articles and exhibits which are acknowledged by the CLIENT and SIEMENS and incorporated into the Agreement by this reference:

Articles

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work BY SIEMENS
6. The CLIENT's Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

Exhibits

- | | |
|-------------|---|
| Exhibit A | Scope of Work and Services |
| Exhibit B | Payment Schedule(s) |
| Exhibit C | Performance Assurance |
| Exhibit D1 | Form of Certificate of Substantial Completion |
| Exhibit D2 | Form of Certificate of Final Completion |
| Appendix #1 | Baseline Water Meter Account List |
| Appendix #2 | Baseline Meter Test Data |
| Appendix #3 | Consumption Analysis by Meter Size |
| Appendix #4 | Rate Structures |
| Appendix #5 | Meter Warranty |
| Appendix #6 | Water Quality Report |
| Appendix #7 | Lighting Room by Room Counts |

This Agreement, when executed by an authorized representative of the CLIENT and authorized representatives of SIEMENS, constitutes the entire, complete and exclusive agreement between the Parties relative to the project scope stated in Exhibit A. This Agreement supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same, and may be modified only by a written instrument signed by both Parties.

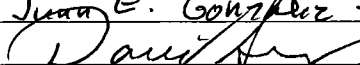
COMPENSATION/TERMS OF PAYMENT:

As full consideration for the performance of the Work and Services set forth in Exhibit A, and for the Performance Assurance set forth in Exhibit C, the CLIENT shall pay SIEMENS in such manner and amounts as agreed to in Exhibit B.

Agreed for **City of Weslaco, Texas**

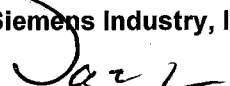
(Signature) by: 

Print Name and Title: Juan E. Gonzalez - City Attorney

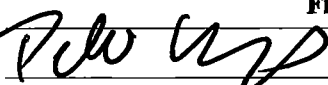
(Signature) by: 

Print Name and Title: David Suarez, Mayor WLC 12/1/17

Agreed for **Siemens Industry, Inc.**

(Signature) by: 

Print Name and Title: Dana Soukup
Sr. Vice President
Field Operations, BT Americas

(Signature) by: 

Print Name and Title: Peter Kamps
Vice President
Finance & Business Administration

PERFORMANCE CONTRACTING AGREEMENT

Article 2

Glossary

The following terms shall for all purposes have the meanings stated herein, unless the context otherwise specifies or requires, or unless otherwise defined in the Agreement:

Acceptance means the CLIENT has signed, or is deemed to have signed, a Certificate of Final Completion.

Acceptance Date means the date on which the CLIENT signs or is deemed to have signed a Certificate of Final Completion.

Annual Performance Assurance Report means the document prepared by SIEMENS and submitted to the CLIENT as part of the Performance Assurance Service Program, which identifies the Savings achieved for the applicable Annual Period.

Annual Period means a twelve (12) month period beginning on the Guarantee Date or on any anniversary date thereof.

Annual Realized Savings means the actual Savings achieved by the CLIENT during an Annual Period, calculated as the sum of the Measured & Verified Savings plus the Stipulated Savings.

Applicable Law means laws, ordinances, codes, rules and regulations applicable to the Work and in effect on the Effective Contract Date.

Baseline means the measurements of Facility energy usage taken prior to the Effective Contract Date, and the Facility operating practices in effect prior to the Effective Contract Date, as set forth in the Performance Assurance, Exhibit C.

Baseline Period means the period of time from which data is provided to SIEMENS to derive the Baseline measurements. The Baseline Period is set forth in the Performance Assurance, Exhibit C.

BTU means a British Thermal Unit and is a unit of thermal energy.

Capital Off-Set Savings means a sub-category of Operational Savings where Savings will result in a cost effective upgrade to the Facility to address one or more of the following issues: potential future increased costs, comfort, code non-compliance, usage requirements, user needs and/or expectations.

Certificate of Final Completion means a document, in the form attached as Exhibit D2 hereto, indicating that the Work identified in Article 1 of the Scope of Work and Services-Exhibit A has been completed in accordance with the Agreement, including all items in the Outstanding Items List(s).

Certificate of Substantial Completion means a document, in the form attached as Exhibit D1 hereto, indicating that the Work, or a designated portion of the Work, is Substantially Complete in accordance with the Agreement. A Certificate of Substantial Completion may be accompanied by an Outstanding Items List.

CLIENT Representative means the person identified to SIEMENS by the CLIENT as the person authorized to make decisions on behalf of the CLIENT as set forth in Section 6.1(a) hereof.

Construction Period means the period between the Effective Contract Date and the first day of the month following the Acceptance Date.

Construction Period Savings means the actual accumulated Measured & Verified Savings plus the Stipulated Savings achieved from the Effective Contract Date until the Guarantee Date.

Contracted Baseline means the post-FIM-implementation Facility operating profile based on parameters described in Exhibit C, which the CLIENT shall maintain throughout the Performance Guarantee Period and are relied upon by SIEMENS for the calculation of Guaranteed Savings as provided in the Performance Assurance, Exhibit C. The Contracted Baseline must also include stipulated hours of operation and plug-loads for all Facilities, and must include stipulated blended, or non-blended, utility rates.

Deferred Maintenance means a sub-category of Operational Savings where Savings result from a reduction of current or potential future repair and maintenance costs due to certain work being performed hereunder where such work had been previously postponed.

Deliverables shall mean collectively, (a) any Equipment and any Software Product deliverable to CLIENT from SIEMENS under or in connection with the Work, and (b) any Work Product Deliverables.

Effective Contract Date is the date appearing at the top of this Agreement, unless specifically indicated otherwise.

PERFORMANCE CONTRACTING AGREEMENT

Energy Conservation Measure or ECM means the SIEMENS Products and/or other third party equipment, devices, materials and/or software as installed by SIEMENS at the Facilities, or as repaired or replaced by SIEMENS or the CLIENT hereunder, for the purpose of improving the efficiency of utility consumption.

Equipment means the installed physical equipment to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

Escalation Rate means an annual percentage increase to be applied to the previous Annual Period's energy savings, operational savings and service pricing, beginning and occurring on dates outlined in the Performance Assurance, Exhibit C. A different Escalation Rate may be applied to differing Savings calculations and/or payment schedules depending on the percentage agreed upon by the Parties.

Facility or Facilities means the **building(s)** or structure(s) where Work will be installed or implemented.

Facility Improvement Measures or FIMs means the (i) Instruments, know-how and Intellectual Property, including but not limited to methods and techniques for energy conservation, owned or licensed by SIEMENS and employed by SIEMENS to perform the Work and Services under this Agreement; and, (ii) the installation of Equipment and Software Products with the intent of generating net savings or efficiencies at or in connection with the operation of the Facilities. A FIM may include one or multiple ECMs as well as any non-conservation-related activities, means or methods.

FEMP means the Federal Energy Management Program managed by the United States Department of Energy.

FEMP Guidelines means the FEMP M&V Guidelines v. 3.0 published by FEMP as M&V Guidelines; Measurement and Verification for Federal Energy Management Projects.

Guarantee Date means the first day of the month following the date on which the CLIENT executes, or is deemed to have executed, the Certificate of Final Completion.

Guaranteed Annual Savings are the Guaranteed Measured & Verified Savings plus the Stipulated Savings that SIEMENS guarantees will be achieved in an Annual Period of the Performance Guarantee Period.

Guaranteed Measured & Verified Savings means the Measured & Verified Savings that SIEMENS guarantees will be achieved, as described in the Performance Assurance, Exhibit C.

Guaranteed Savings means the amount of Savings that SIEMENS guarantees will be achieved at the Facility during the Performance Guarantee Period. as identified in the Performance Assurance, Exhibit C as subject to the limitation identified in Section 4.8.

Hazardous Materials refers to the definition found in Section 11.1.

Instruments means all know-how, tools and related documentation owned or licensed by SIEMENS and used by SIEMENS to install or commission Equipment and Software Products for operation at the Facility, including but not limited to tools for installing any Software Products in Equipment, performing diagnostics on Equipment as installed in the Facility as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS and used by SIEMENS to provide an ECM or a FIM. Instruments excludes Work Product Deliverables.

Intellectual Property Rights or Intellectual Property means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

IPMVP means the International Performance Measurement and Verification Protocol, Volume 1, EVO 10000-1.2007 as prepared by the Efficiency Valuation Organization.

kW and kWh means kilowatt and kilowatt hour, respectively.

Maintenance Services Program or MSP means the Services performed by SIEMENS to maintain the Equipment in good working order. The MSP may also contain Services unrelated to the maintenance of the Equipment. If applicable, the MSP is more fully described in the Scope of Work and Services, Exhibit A.

Material Change means a measurable deviation in the Contracted Baseline such that there is an adverse impact on the Annual Realized Savings which results or will result in a Savings Shortfall.

PERFORMANCE CONTRACTING AGREEMENT

Measured & Verified Savings means those Savings that can be calculated and ascertained by the methodology set forth in the Performance Assurance, Exhibit C.

Oil refers to the definition found in Section 11.1.

Operational Savings means Savings derived from reduced operational expenses, including but not limited to, Deferred Maintenance, or Capital Off-Set Savings. Operational Savings can only be expressed in monetary value and are Stipulated Savings.

Outstanding Items List means a list of items in need of completion or correction that relates to the Work, or a designated portion thereof that is Substantially Complete. The absence of such items does not deprive the CLIENT of the ability to put such Work, or a designated portion thereof to beneficial use. An Outstanding Items List may be attached to a Certificate of Substantial Completion.

Parties means the CLIENT and SIEMENS.

Performance Assurance is the process of ascertaining whether the FIMs are performing at the level necessary to achieve the Guaranteed Savings.

Performance Assurance Services Program or PASP means the Services required to monitor the operation of the FIMs so that SIEMENS can provide the Annual Performance Assurance Report detailing the Annual Realized Savings and comparing the same to the Annual Guaranteed Savings based upon the calculations agreed to by the Parties in the Performance Assurance, Exhibit C. The Services provided under the PASP are described in the Scope of Work and Services, Exhibit A.

Performance Guarantee means the guarantee that SIEMENS makes to the CLIENT which is reconciled and confirmed through the Performance Assurance process set forth in the Performance Assurance, Exhibit C.

Performance Guarantee Period means the timeframe from the Guarantee Date to the last day of the final Annual Period as described in Table 1.1 of the Performance Assurance, Exhibit C, or the period from the Guarantee Date until the termination of this Agreement, whichever occurs earlier.

Permitted Users means the CLIENT, its employees and agents.

Savings means the Parties' intended result from implementing all FIMs. Savings can be derived from reductions in energy or utility consumption, reductions in operating expenses, a changed utility rate classification or a combination thereof. The Savings that are achieved from reduced energy or utility consumption are converted to a dollar figure based upon the calculation in Article 4.1.1 and as detailed in the Performance Assurance, Exhibit C. When converted to a dollar figure, these Savings become energy cost savings. Operational Savings are only expressed in a dollar figure.

Savings Shortfall means the Annual Realized Savings less the Guaranteed Annual Savings for the Annual Period resulting in an amount less than zero.

Services means those services to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

SIEMENS Pre-existing Intellectual Property means any Intellectual Property: (i) that has been conceived or developed by an employee or subcontractor of SIEMENS before SIEMENS performs any Work or Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of SIEMENS performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of Intellectual Property for the benefit of the CLIENT is not expressly identified as a FIM or part of a FIM. SIEMENS Pre-existing Property is included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS.

SIEMENS Product means a product, including Software Product and/or Equipment, offered for sale or license by SIEMENS or its affiliates or subsidiaries and developed prior to performing the Work or SIEMENS rendering services in connection with this Agreement. A SIEMENS Product also includes improvements or modifications to any Equipment and any Software Product developed by SIEMENS or developed as part of the Work, including any SIEMENS Product that is configured or modified for operation at a site specified by the CLIENT. Any information that is provided by the CLIENT and incorporated into a SIEMENS Product is not, by itself, a SIEMENS Product. A compilation of such information and the product of such compilation, however, is a SIEMENS Product.

Software Product means any software that is owned or licensed by SIEMENS or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the CLIENT or delivered as firmware embedded in the Equipment.

Stipulated Savings are a sub-category of Guaranteed Savings that do not require post-FIM implementation measurement and verification because they are agreed upon by the Parties based upon representations made to SIEMENS by the CLIENT

PERFORMANCE CONTRACTING AGREEMENT

and through the application of generally accepted analytical formulae. As such, Stipulated Savings are agreed upon in advance by the Parties and cannot be changed. When used as a methodology for representing a FIM's energy savings, such methodology is not recognized as a measurement and verification methodology under IPMVP. Therefore, where the IPMVP measurement methodologies are required, a methodology other than Stipulated Savings must be used to calculate energy savings.

Substantial Completion or Substantially Complete means the Work, or any identifiable portion thereof, which is sufficiently complete, in accordance with the provisions of this Agreement relating to the Scope of the Work and Services, Exhibit A, such that the CLIENT will be able to realize from such Work substantially all of the practical benefits intended to be gained therefrom, or otherwise employ the Work or the FIMs for their intended purposes.

Therm is a measure of energy equal to 100,000 BTUs.

Total Guaranteed Savings means the sum of the Savings that are guaranteed for all Annual Periods during the Performance Guarantee Period (inclusive of the Construction Period, if applicable). The Total Guaranteed Savings are reflected in Tables 1.1 and 1.2 in the Performance Assurance, Exhibit C.

Work means collective labor, Equipment and services comprising the FIMs to be performed by SIEMENS, as described in the Scope of Work and Services, Exhibit A.

Work Product Deliverable means the tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the CLIENT in connection with the Work to be performed by SIEMENS under this Agreement.

Article 3

General

- 3.1 The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and among the Parties equally sophisticated and knowledgeable as to the subject matter of this Agreement. Each party has conferred, or has had the opportunity to confer, with their respective legal counsel.
- 3.2 The CLIENT hereby engages and SIEMENS hereby accepts the engagement to perform and to provide the Work and Services set forth in Exhibit A in accordance with the terms and conditions of this Agreement.
- 3.3 SIEMENS shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of the CLIENT. This Agreement is not intended, and shall not be construed to create, between the CLIENT and SIEMENS, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of the CLIENT.
- 3.4 SIEMENS represents, warrants and covenants to the CLIENT that:
 - (a) It has all requisite corporate power to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of SIEMENS organizational documents, any Applicable Law, or any agreements with third parties;
 - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
 - (c) This Agreement is the legal, valid and binding obligation of SIEMENS, in accordance with its terms, and all requirements have been met and procedures have been followed by SIEMENS to ensure the enforceability of the Agreement;
 - (d) To SIEMENS best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting SIEMENS that affects the validity or enforceability of this Agreement; and,
 - (e) It is duly authorized to do business in all locations where the Work and Services are to be performed.
- 3.5 The CLIENT represents, warrants and covenants to SIEMENS that:
 - (a) It has all requisite corporate power and/or statutory authority to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of the CLIENT's organizational documents, any Applicable Law, or any agreements with third parties;
 - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;

PERFORMANCE CONTRACTING AGREEMENT

- (c) This Agreement is the legal, valid and binding obligation of the CLIENT, in accordance with its terms, and all requirements have been met and procedures have been followed by the CLIENT to ensure the enforceability of the Agreement;
- (d) To the CLIENT's best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting the CLIENT that affects the validity or enforceability of this Agreement; and,
- (e) The CLIENT has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on SIEMENS in this regard.

Article 4

Performance Guarantee

- 4.1 The Annual Realized Savings generated during each Annual Period will be no less than the Guaranteed Annual Savings as shown in Tables 1.1 and 1.2 of the Performance Assurance, Exhibit C, subject to the limits in Section 4.8. The measurement and verification calculation methodology for determining the Savings is set forth in the Performance Assurance, Exhibit C.
 - 4.1.1 General. Except as otherwise provided, energy savings will be calculated for each month of each Annual Period as the product of (a) "units of energy saved" (kWh, Therms, GJ, etc.) multiplied by (b) "cost of energy."
 - (a) Units of energy saved are calculated by 1) assuming the Contracted Baseline has been maintained per Section 4.3 below, and 2) subtracting the then current period measured units of energy consumed from the Baseline units of energy defined in Article 5 of Exhibit C.
 - (b) Costs of energy are defined in Article 6 of Exhibit C-Utility Rate Structures and Escalation Rates.
- 4.2 Any future Escalation Rates to be applied to utility, energy or other costs are set forth in Exhibit C. SIEMENS and the CLIENT agree that the Baseline data set forth in Exhibit C is a full and accurate reflection of the existing Facility, equipment, operation, business use and energy usage, and that such Baseline data will be the basis on which all future energy use will be compared in order to determine the Annual Realized Savings.
- 4.3 SIEMENS and the CLIENT agree that the Contracted Baseline fully described in Exhibit C will represent the new operating and/or equipment profile of the Facility resulting from the FIM implementation. The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT operates and maintains its Facilities within the Contracted Baseline parameters, as may be adjusted in accordance with the terms herein, during the entire term of the Performance Guarantee Period.
- 4.4 The CLIENT agrees to notify SIEMENS prior to or within thirty (30) days of CLIENT's knowledge of any Material Change.
- 4.5 Within thirty (30) days of notice of a Material Change, SIEMENS' discovery of a Material Change and with prompt notice to CLIENT, SIEMENS will either:
 - (a) Require an adjustment to the Performance Assurance and the Performance Guarantee as a result of the Material Change; or,
 - (b) Where a commercially reasonable adjustment to the Performance Guarantee is unavailable, terminate both the Performance Assurance and the Performance Guarantee.
- 4.6 A Performance Guarantee Period savings reconciliation as identified in Section 4.1 will be performed at the end of each Annual Period as follows:
 - (a) Within ninety (90) days of the Guarantee Date, the Construction Period Savings shall be reconciled and applied to the calculation of the first Annual Period's Annual Realized Savings.
 - (b) At the conclusion of each Annual Period, SIEMENS will calculate the Annual Realized Savings and compare the calculated amount to the applicable Guaranteed Annual Savings amount.
 - (c) Where the Annual Realized Savings are less than the Guaranteed Annual Savings, a Savings Shortfall shall be recorded for the applicable Annual Period.

PERFORMANCE CONTRACTING AGREEMENT

- (d) A Savings Shortfall shall be paid by SIEMENS within sixty (60) days following the CLIENT's acceptance of the reconciliation and once paid SIEMENS shall have fulfilled its obligations under the Performance Guarantee for the applicable Annual Period.

4.6.1 As the mutual goal of the Parties is to maximize Savings, if SIEMENS can correct a Savings Shortfall through an operational improvement at no expense or material inconvenience to the CLIENT and without future operational expenses, and the CLIENT declines to allow such operational improvement, then any future Savings Shortfall that the improvement would have corrected will be negated by deeming the value of the Savings Shortfall as Savings achieved and adding the amount of same to the Annual Realized Savings calculations for each Annual Period thereafter.

- 4.7 The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period. If the CLIENT fails to maintain, breaches, cancels or otherwise causes the termination of the PASP then; (a) The Performance Guarantee shall terminate immediately and be void and of no force or effect; or, (b) Where Client has terminated, cancelled or breached the Performance Guarantee and the termination then renders the Agreement in violation of Applicable Law, all Guaranteed Savings thereafter shall be determined to have been achieved and SIEMENS shall have been deemed to have met its Performance Guarantee obligations under this Agreement for each and every Annual Period thereafter without the obligation to provide the CLIENT, or any third-party as the case may be, with any further Annual Performance Assurance Reports. Provided however, the foregoing paragraph 4.7 shall not be deemed a waiver of any claims or rights CLIENT may be afforded in law or equity.
- 4.8 The payments and credits based on Savings Shortfalls, if any, are the sole remedy of the CLIENT under this Performance Guarantee. ANY PAYMENTS MADE OR TO BE MADE TO THE CLIENT UNDER THE TERMS OF THIS PERFORMANCE GUARANTEE SHALL NOT EXCEED THE PAYMENTS ACTUALLY MADE BY CLIENT TO EITHER SIEMENS AND/OR A THIRD-PARTY (IN THE EVENT THAT THE CLIENT HAS FINANCED THE TRANSACTION) FOR THE AGGREGATE OF: THE PRICE, AS DEFINED IN EXHIBIT B, ARTICLE 1.1; THE PASP PAYMENTS; THE MSP PAYMENTS, IF ANY; AND, IF APPLICABLE, THE CLIENT'S COST OF FINANCING THE WORK. The CLIENT's cost of financing the Work is the cost of financing calculated either: (a) On the date that the escrow account is funded in accordance with Exhibit B, Article 1.2; or, (b) On the Effective Contract Date if the escrow requirement is expressly waived by SIEMENS.
- 4.9 The CLIENT represents that all existing equipment that is not installed by SIEMENS under this Agreement but is deemed necessary to achieve the Performance Guarantee, is in satisfactory working condition. Prior to the beginning of the Performance Guarantee Period, SIEMENS will have inspected all such existing equipment and reported any deficiencies to the CLIENT. To the extent that the deficiencies are not remedied by the CLIENT prior to the Guarantee Date, the adverse effect on the ability of the Project to attain the necessary Guaranteed Savings shall be factored into the Annual Performance Assurance Report and, if necessary, the Performance Guarantee shall be adjusted accordingly.
- 4.10 If the Equipment or the existing equipment is altered or moved by any person (including the CLIENT) other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT's expense in order to determine if a Material Change has occurred.
- 4.11 SIEMENS will have no liability or obligation to continue providing PASP Services or any Guaranteed Savings under the Performance Guarantee in the event that the CLIENT fails to:
- (a) Authorize a re-acceptance test or re-commissioning that SIEMENS reasonably deems necessary in order to determine if a Material Change has occurred;
 - (b) Provide access to any Facility where Work is to be performed;
 - (c) Service and maintain all Equipment in accordance with the manufacturers' recommendations in order to prevent a Savings Shortfall; or,
 - (d) Provide SIEMENS with accurate Facility operating information as soon as such information becomes reasonably available to the CLIENT, including energy usage and cost, executed preventive maintenance and repair records, building or equipment additions, and occupancy levels during each Annual Period.

PERFORMANCE CONTRACTING AGREEMENT

4.12 Unless expressly contrary to Applicable Law, should the CLIENT decide to discontinue the PASP before the end of Performance Guarantee Period, the CLIENT will give SIEMENS thirty (30) days prior written notice and in such notice indicate that the CLIENT has selected one of the following:

- (a) The CLIENT will re-invest the avoided cost of cancellation of the PASP into Facility improvements and services that improve the overall Facility's performance and which improvements and services are implemented by SIEMENS; or,
- (b) The CLIENT will pay to SIEMENS the remaining value left in the PASP Annual Period to compensate SIEMENS for SIEMENS' up-front costs and expenses in preparing to perform the PASP as contracted for the Annual Period., as a liquidated damage and not as a penalty, to compensate SIEMENS for SIEMENS' up-front costs and expenses in preparing to perform the PASP as contracted for the Annual Period.

4.13 Unless expressly contrary to Applicable Law, any disputes concerning the calculation of the Annual Realized Savings or changes to the Contracted Baseline that are not resolved by negotiation between the Parties within thirty (30) days of the notice of the dispute, will be resolved by a third-party professional engineering firm which is reasonably acceptable to both SIEMENS and the CLIENT. In the event the parties cannot agree upon a third party engineering firm, each party shall nominate a firm and the two engineering firms shall agree upon another firm to resolve the dispute. The determination of such firm will be non-binding upon CLIENT and SIEMENS. In the event either party disagrees with the engineer's decision it shall notify the other party in writing within thirty calendar (30) days of receipt of the opinion and it shall then be entitled to pursue any and all remedies at law. A failure by the objecting party to notify the other party within such timeframe shall constitute an acceptance of the engineer's decision. SIEMENS and the CLIENT will each be responsible for half of the fees of such firm.

Article 5

Work by SIEMENS

- 5.1 SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by both Parties. The Work performed by SIEMENS shall be conducted in a workmanlike manner.
- 5.2 SIEMENS shall perform the Work during its normal hours, Monday through Friday inclusive, excluding holidays, unless otherwise agreed herein. The CLIENT shall make the Facility available so Work may proceed in an efficient manner.
- 5.3 SIEMENS is not required to conduct safety, reacceptance or other tests, install new devices or equipment or make modifications to any Equipment unless expressly made a part of the Work identified in the Scope of Work and Services, Exhibit A. Any CLIENT request to change the scope or the nature of the Work or Services must be in the form of a mutually agreed change order, effective only when executed by the Parties.
- 5.4 All Work Product Deliverables shall become the CLIENT's property upon receipt by CLIENT. SIEMENS may retain file copies of such Work Product Deliverables. If any Instruments are provided to the CLIENT under this Agreement, any such Instruments shall remain SIEMENS' property, including the Intellectual Property conceived or developed by SIEMENS in the Instruments. All SIEMENS' Pre-existing Intellectual Property that may be included in the Deliverables provided to the CLIENT under this Agreement shall also remain SIEMENS property including the SIEMENS Pre-existing Intellectual Property included in the Work Product Deliverables. All Work Product Deliverables and any Instruments provided to the CLIENT are for Permitted Users' use and only for the purposes disclosed to SIEMENS. SIEMENS hereby grants the CLIENT a royalty-free (once payments due under this Agreement are paid to SIEMENS), non-transferable, perpetual, nonexclusive license to use any SIEMENS Pre-existing Intellectual Property solely as incorporated into the Deliverables and SIEMENS' Intellectual Property as incorporated into any Instruments provided to the CLIENT under this Agreement. Under such license, and following agreement to be bound to such separate confidentiality provisions that may exist between the Parties, Permitted Users shall have a right to:
 - (a) Use, in object code form only, the Software Products included in the Deliverables ("Software Deliverables");
 - (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and,
 - (c) Use all such Deliverables and such Instruments, provided however, the Deliverables and Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular project and location for which the Deliverables are provided. All Deliverables provided to the CLIENT are for

PERFORMANCE CONTRACTING AGREEMENT

Permitted Users' use only for the purposes disclosed to SIEMENS, and the CLIENT shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS' express written consent.

5.4.1 Any reuse of such Deliverables or such Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and without liability to SIEMENS; and, the CLIENT shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

5.4.2 In consideration of such license, CLIENT agrees not to reverse engineer any Equipment or Software Product to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software Product even to the extent such restriction is allowable under Applicable Law.

5.4.3 Nothing contained in this Agreement shall be interpreted or construed to convey to the CLIENT the pre-existing Intellectual Property rights of any third party incorporated into the Deliverables. CLIENT agrees to take delivery of any Software Deliverables subject to any applicable SIEMENS or third party end-user license agreement accompanying such Software Deliverable.

5.5 SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractor of the CLIENT or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at the Facility shall not relieve others of their responsibility to the CLIENT or to others.

5.6 SIEMENS warrants that:

- (a) Unless otherwise agreed, all Equipment shall be new and of good quality. Until one year from the date the Equipment is installed, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.
- (b) Labor for all Work, excluding PASP or MSP Services, is warranted to be free from defects in workmanship for one year after the Work is performed. PASP Services and MSP Services are warranted to be free from defects in workmanship for ninety (90) days after the Services are performed.

5.7 Warranty Limitation:

- (a) The limited warranties set forth in Section 5.6 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) which the CLIENT or a third party subjects to unreasonable or improper use or storage, uses beyond rated conditions, operates other than per SIEMENS or the manufacturer's instructions, or otherwise subjects to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after the CLIENT has knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS nameplate. However, SIEMENS assigns to the CLIENT, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment.
- (b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to the CLIENT and not to any subsequent owner of the Equipment. SIEMENS may at its option: (i) repair or replacement of defective components of covered Equipment; (ii) re-performance of the defective portion of the Services; or (iii) to the extent previously paid and itemized, the issuance of a credit or refund for the original purchase price of such defective component or portion of the Equipment or Services.
- (c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment or the portion of the Work and Services actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such item. Repaired or replaced Equipment or Services will be warranted hereunder only for the remaining portion of the original warranty period.

5.8 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS

PERFORMANCE CONTRACTING AGREEMENT

AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING EXECUTED BY A DULY AUTHORIZED SIGNATORY OF EACH PARTY.

- 5.9 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of:
- (a) Non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to: ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc., unless covered by the warranty provisions herein or otherwise specifically stated herein; or
 - (b) The CLIENT's or a third-party's negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, corrosion, erosion, improper or inadequate water treatment, electrolytic action, chemical action, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond SIEMENS' control. Unless expressly agreed in writing, SIEMENS is not responsible for the removal or reinstallation of replacement valves, dampers, or waterflow and tamper switches with respect to pipes and ductwork, including vent or drain system. SIEMENS ASSUMES NO RESPONSIBILITY FOR ANY SERVICE PERFORMED ON ANY EQUIPMENT OTHER THAN THAT PERFORMED BY SIEMENS OR ITS AGENTS.

Article 6

CLIENT Responsibilities

6.1 The CLIENT, without cost to SIEMENS, shall:

- (a) Designate a contact person with authority to make decisions for the CLIENT regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency;
- (b) Coordinate the work of contractors under CLIENT's sole control so as not to disrupt the Work and Services proceeding in an efficient manner;
- (c) Provide or arrange for 24 hour, 7 day per week access and make all reasonable provisions for SIEMENS to enter any Facility where Work is to be performed so that Work may proceed in an efficient manner;
- (d) Permit SIEMENS to control and/or operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work;
- (e) Furnish SIEMENS with blueprints, surveys, legal descriptions, waste management plans and all other available information pertinent to the Work and any Facility where the Work is to be performed as may be reasonably requested by SIEMENS. Such plans and blueprints, along with an executed copy of this Agreement, with its Exhibits, shall be kept and maintained in CLIENT's files for a period of fifteen (15) years from the Effective Contract Date;
- (f) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work, except for those SIEMENS has expressly agreed in writing to obtain;
- (g) In accordance with Article 11 hereof, promptly notify SIEMENS of all known or suspected Hazardous Materials at the Facility, of any contamination of the Facility by Oil or Hazardous Material, and of any other conditions requiring special care or which may reasonably be expected to affect the Work, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such materials, contamination or conditions;
- (h) Comply with Applicable Law and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;
- (i) Provide SIEMENS with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all Hazardous Materials located at any Facility where the Work is to be performed;
- (j) Furnish SIEMENS with any contingency plans, safety programs and other policies, plans or programs related to any Facility where the Work is to be performed;
- (k) Operate, service and maintain all Equipment according to the manufacturer's recommendations including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of Applicable Law or of authorities having jurisdiction. The CLIENT shall furnish all needed servicing and parts for said FIMs, which

PERFORMANCE CONTRACTING AGREEMENT

parts shall become part of the FIMs. Such Equipment shall be operated only in the specified operating environment, which shall be supplied by the CLIENT, including without limitation: (1) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (2) telephone lines, capacity and connectivity as required by such Equipment; and (3) heat, light, air conditioning or other environmental controls, and other utilities in accordance with the specifications for the Equipment;

- (l) Promptly notify SIEMENS of any unusual operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may affect the Equipment or energy usage or any Services; and,
 - (m) If applicable, provide and pay for a dedicated voice grade dial-up phone line, or a mutually agreed communication method, and install a terminal block, or an equivalent communication mechanism, in a mutually agreed upon location. All on-line service Equipment (excluding the phone line) will remain the property of SIEMENS unless otherwise stated herein.
- 6.2 Unless contrary to Applicable Law, the CLIENT acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS' express written consent.
- 6.3 The CLIENT acknowledges that it is now and shall at all times remain in control of the Facility. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to the CLIENT's activities or operations, the CLIENT's other contractor(s), the work of any other person or entity, or Facility conditions. SIEMENS shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of the CLIENT or others at the Facility.

Article 7

Changes and Delays

- 7.1 As the Work is performed, Applicable Law or conditions may change, or circumstances outside SIEMENS' reasonable control may develop, which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify the CLIENT and an equitable adjustment will be made to SIEMENS' compensation and the time for performance. In the event such changes require the Work to be suspended or terminated, SIEMENS shall be compensated for Work previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 7.2 Either party may request additions, deletions, modifications or changes to the Work. Any such requests shall only become effective upon execution of a written agreement by authorized representatives of both Parties.
- 7.3 SIEMENS may, in its sole discretion, substitute alternative parts, goods or equipment in the performance of the Work, provided that any such substitution shall be of an equal or better quality.
- 7.4 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by the CLIENT or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted to compensate for additional costs SIEMENS incurs due to such delay. If any such delay exceeds sixty (60) days, SIEMENS may terminate this Agreement upon three (3) days notice to the CLIENT and the CLIENT shall promptly pay SIEMENS for the allocable portion of the Work completed, for any costs and expenses of termination, and for any loss or damage incurred with respect to materials, equipment, tools and machinery, including reasonable overhead and profit.

Article 8

Compensation

- 8.1 The aggregate amount paid by CLIENT provides for and is solely in consideration of the Scope of Work and Services described in Exhibit A, and is detailed in Exhibit B.
- 8.2 SIEMENS will invoice the CLIENT in accordance with the schedules set forth in Exhibit B. Unless otherwise agreed in writing, invoices are due and payable upon receipt by the CLIENT. If the CLIENT disagrees with any portion of an

PERFORMANCE CONTRACTING AGREEMENT

invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and shall pay the portion not in dispute.

- 8.3 SIEMENS may suspend or terminate the Work or Services at any time if payment is not received when due. In such event, SIEMENS shall be entitled to compensation for the Work or Services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 8.4 On amounts not paid within thirty (30) days of invoice date, the CLIENT shall pay interest from invoice date until payment is received at the lesser of 12% per annum or the maximum rate allowed by law. The CLIENT shall reimburse SIEMENS for SIEMENS' costs and expenses (including reasonable attorney and witness fees) incurred for collection under this Agreement.
- 8.5 Except to the extent expressly agreed herein, SIEMENS' fees do not include any taxes, excises, fees, duties or other government charges related to the Work or Services. The CLIENT shall pay such amounts or reimburse SIEMENS for any such amounts SIEMENS pays to the extent such charges are lawfully due and payable by CLIENT and have been paid or incurred by SIEMENS in furtherance thereof. If the CLIENT claims that the Work or Services is subject to a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and, unless specifically prohibited by law, shall indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of the use or acceptance of same.
- 8.6 All other work or services requested by the CLIENT, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:
 - (a) Emergency services, if inspection does not reveal any deficiency covered by the Scope of Work and Services, Exhibit A;
 - (b) Work and/or services performed at times other than during SIEMENS' normal working hours, unless otherwise agreed to in Exhibit A; or
 - (c) Work and/or services performed on equipment not covered by the Scope of Work and Services, Exhibit A.

Article 9

Acceptance

- 9.1 When SIEMENS believes that all or an independent definable phase or portion of the Work is Substantially Complete, SIEMENS will submit a Certificate of Substantial Completion to the CLIENT which shall be subject to the following:
 - (a) If the CLIENT concurs that the described portion of the Work as performed is Substantially Complete, the CLIENT will sign the Certificate of Substantial Completion and return it to SIEMENS;
 - (b) A Certificate of Substantial Completion may include, as an attachment to it, an Outstanding Items List prepared by SIEMENS;
 - (c) If the CLIENT does not concur that the Work is Substantially Complete, then, within five (5) business days of receiving the Certificate of Substantial Completion, the CLIENT shall notify SIEMENS in writing of the reasons it believes the Work is not Substantially Complete;
 - (d) If SIEMENS disagrees with the CLIENT as to whether the Work is Substantially Complete, SIEMENS shall notify the CLIENT of a dispute and such dispute shall be resolved in accordance with Section 9.3 herein;
 - (e) If, within fifteen (15) business days of receiving the Certificate of Substantial Completion the CLIENT fails to sign the Certificate, and within the same period the CLIENT's Representative does not deliver to SIEMENS a written notice of the reasons the CLIENT believes that the Work is not Substantially Complete, then in the mutual interests of the Project proceeding in a timely manner, the CLIENT will be deemed to have agreed to, signed and returned the Certificate of Substantial Completion.
- 9.2 After the CLIENT signs and returns, or is deemed to have signed and returned to SIEMENS all of the Certificates of Substantial Completion relating to the Work, and after SIEMENS corrects and completes all of the items on all of the Outstanding Items Lists, if any, SIEMENS will submit to the CLIENT a Certificate of Final Completion which shall be subject to the following:

PERFORMANCE CONTRACTING AGREEMENT

- (a) If the CLIENT concurs that all of the items on all of the Outstanding Items Lists have been completed or corrected, the CLIENT will indicate its final acceptance of the Work by signing the Certificate of Final Completion and returning it to SIEMENS;
 - (b) If the CLIENT does not concur that all of the items on all of the Outstanding Items Lists have been completed or corrected, then the CLIENT shall, within fifteen (15) business days of receiving the Certificate of Final Completion, identify the items that, it believes, were not completed or corrected;
 - (c) If SIEMENS disagrees that the items identified by the CLIENT have not been completed or corrected, SIEMENS shall notify the CLIENT of a dispute and such dispute shall be resolved in accordance with section 9.3 herein;
 - (d) If, within five (5) business days of receiving a Certificate of Final Completion, the CLIENT fails to sign that Certificate, and, within the same period the CLIENT's Representative does not deliver to SIEMENS a written notice identifying the items on the Outstanding Items List(s) that, the CLIENT believes, were not completed or corrected, then the CLIENT will be deemed to have agreed to and signed and returned the Certificate of Final Completion.
- 9.3 Any disputes concerning the Substantial Completion or the Final Completion of the Work will be resolved by submitting the issue to a third party professional engineering firm and which is reasonably acceptable to both SIEMENS and the CLIENT. The determination of this firm with respect to Final Completion or Substantial Completion will be non-binding upon the Parties. SIEMENS and the CLIENT shall share equally the costs or fees for such firm in connection with such dispute resolution process. In the event either party disagrees with the finding of the 3rd party engineering firm, it shall notify the other party within thirty (30) calendar days of issuance of the decision. Thereafter, either party shall be entitled to all remedies in law and equity provided it complies with the dispute resolution process defined in this Article 9.3.

Article 10

Insurance and Allocation of Risk

- 10.1 SIEMENS shall maintain, at SIEMENS' expense, the following insurances while performing the Work and shall add the CLIENT as an "Additional Insured" to each policy that is referenced in subsections (c) through and including (e) hereof:
- (a) Workers' Compensation at the statutory amounts and limits as prescribed by Applicable Law.
 - (b) Employer's Liability insurance (and, where applicable, Stop Gap extended protection endorsement) limits of liability shall be:
 - \$1,000,000 per occurrence
 - \$1,000,000 Disease Policy
 - \$1,000,000 Each Employee
 - (c) SIEMENS shall carry, in the Occurrence Coverage Form, Comprehensive General Liability or Commercial General Liability, insurance covering SIEMENS' operations and providing insurance for bodily injury and property damage with limits of liability stated below and including coverage for:
 - Products and Completed Operations
 - Contractual Liability insuring the obligations assumed by SIEMENS in this Agreement
 - Broad Form Property Damage (including Completed Operations)
 - Explosion, Collapse and Underground Hazards
 - Personal Injury Liability:
 - Limits of liability shall be \$1,000,000 per occurrence/aggregate
 - (d) SIEMENS shall carry Automobile Liability Insurance in the Occurrence Coverage Form covering all owned, hired and non-owned automobiles and trucks used by or on behalf of SIEMENS providing insurance for bodily injury liability and property damage liability for the limits of:
 - \$1,000,000 per occurrence/aggregate
 - (e) SIEMENS shall carry Excess Liability Insurance in the Occurrence Coverage Form with limits of:
 - \$5,000,000 per occurrence/aggregate

PERFORMANCE CONTRACTING AGREEMENT

- 10.2 The CLIENT will either maintain at its own expense, or self-insure for the equivalent risks, property insurance written on a builder's "all-risk" or equivalent policy form in an amount no less than the Price identified in Exhibit B, Article 1.1, plus the value of subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by SIEMENS, until final payment has been made to SIEMENS or no person or entity other than the CLIENT has an insurable interest in the property, whichever is later. The policy form shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and start-up, rebuilding and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for SIEMENS' services and expenses required as result of such insured loss. If the insurance requires deductibles or retentions, the CLIENT shall pay costs not covered because of such deductibles or retentions. This insurance shall cover portions of the Work off the Facility, and also portions of the Work in transit. Partial occupancy or use shall not commence unless the insurance company providing this insurance has consented to such partial occupancy or use by endorsement for otherwise. The CLIENT shall purchase and maintain boiler and machinery insurance which shall specifically cover such insured objects during installation and until Acceptance by the CLIENT. The insurance required by this section shall include the interests of the CLIENT, SIEMENS, subcontractor and sub-subcontractor in the Work. SIEMENS shall be included as an additional insured on each such insurance coverage. The CLIENT and SIEMENS waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by the insurance required by this section and for any other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the CLIENT as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Insurance certificates shall be furnished upon request.
- 10.3 Title and risk of loss of materials and Equipment furnished by SIEMENS shall pass to the CLIENT upon their delivery to the Facility, and the CLIENT shall be responsible for protecting them against theft and damage.
- 10.4 SIEMENS will indemnify the CLIENT from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property (collectively "Damages"). Such indemnification shall be solely to the extent the Damages are caused by or arise directly from SIEMENS or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with SIEMENS' performance of the Work or Services. SIEMENS' obligations under this indemnity shall not extend to Damages arising out of or in any way attributable to the negligence of the CLIENT or its agents, contractors or employees. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder; however, with respect to an indemnity claim(s), any counsel selected by SIEMENS shall undertake a good faith defense of CLIENT and exhibit competence, commitment and dedication to the interests and claims of CLIENT in accordance with all applicable rules of professional conduct. UNLESS CONTRARY TO APPLICABLE LAW, IN NO EVENT SHALL THE CLIENT OR SIEMENS BE LIABLE UNDER THIS INDEMNITY OR OTHERWISE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS, HOWEVER CAUSED, EVEN IF SIEMENS OR THE CLIENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND, IN ANY EVENT, UNLESS CONTRARY TO APPLICABLE LAW, SIEMENS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO TWO TIMES THE TOTAL COMPENSATION RECEIVED BY SIEMENS FROM THE CLIENT UNDER THIS AGREEMENT. The preceding limit shall not apply to the CLIENT's remedy under the Performance Guarantee as such is limited by Section 4.8.
- 10.5 As to Patents and Copyrights:
- (a) SIEMENS will, at its own expense, defend or at its option settle any suit or proceeding brought against the CLIENT in so far as it is based on an allegation that any Work (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if SIEMENS is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or

PERFORMANCE CONTRACTING AGREEMENT

proceeding. SIEMENS will pay the damages and costs awarded in any suit or proceeding so defended. SIEMENS will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Work, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by the CLIENT is enjoined, SIEMENS will, at its option and its own expense, either: (i) procure for the CLIENT the right to continue using said Work; (ii) replace it with substantially equivalent non-infringing Work; or (iii) modify the Work so it becomes non-infringing.

- (b) SIEMENS will have no duty or obligation to the CLIENT under Section 10.5(a) to the extent that the Work is: (i) supplied according to the CLIENT's design or instructions, wherein compliance therewith has caused SIEMENS to deviate from its normal course of performance; (ii) modified by the CLIENT or its contractors after delivery; or, (iii) combined by the CLIENT or its contractors with items not furnished hereunder, and by reason of said design, instruction, modification, or combination, a suit is brought against the CLIENT. If by reason of such design, instruction, modification or combination, a suit or proceeding is brought against SIEMENS, unless expressly prohibited by law, the CLIENT shall protect SIEMENS in the same manner and to the same extent that SIEMENS has agreed to protect the CLIENT under the provisions of Section 10.5(a) above.
- (c) THIS SECTION 10.5 IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF THE CLIENT RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS. Compliance with Section 10.5 as provided herein shall constitute fulfillment of all liabilities of the Parties under the Agreement with respect to the intellectual property indemnification.

10.6 The Parties acknowledge that the price for which SIEMENS has agreed to perform the Work and obligations under this Agreement was calculated based upon the foregoing allocations of risk, and that each Party has expressly relied on and would not have entered into this Agreement but for such allocations of risk.

Article 11

Hazardous Materials Provisions

- 11.1 The Work does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any Facility at which Work is performed and any soil or groundwater at the Facility by petroleum or petroleum products (collectively called "Oil"), asbestos, PCBs or hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA, CERCLA or any other Applicable Law (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, and refrigerant. Except as expressly disclosed pursuant to Section 11.2, the CLIENT represents and warrants that, to the best of its knowledge following due inquiry, there are no Hazardous Materials or Oil present where the Work is to be performed. SIEMENS will notify the CLIENT immediately if it discovers or reasonably suspects the presence of any previously undisclosed Oil or Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on the CLIENT's representations as set forth in this Article. The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a Facility where SIEMENS is to perform Work, or of contamination of the Facility by Oil or Hazardous Materials not previously disclosed pursuant to Section 11.2, shall entitle SIEMENS to suspend the Work immediately, subject to mutual agreement of terms and conditions applicable to any further Work, or to terminate the Work and to be paid for Work previously performed.
- 11.2 The CLIENT warrants that, prior to the execution of the Agreement, it notified SIEMENS in writing of any and all Oil or Hazardous Materials, to the best of its knowledge following due inquiry, known to be present, potentially present or likely to become present at the Facility and provided a copy of any Facility safety policies and information, including but not limited to lock-out and tag procedures, chemical hygiene plan, material safety data sheets, and other items covered or required to be disclosed or maintained by Applicable Law.
- 11.3 Regardless of whether Oil or Hazardous Material was disclosed pursuant to Section 11.2, the CLIENT shall be solely responsible for properly testing, abating, encapsulating, removing, disposing, remedying or neutralizing such Oil or Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 11.1, SIEMENS shall have the right to stop the Work until the Facility is free from Oil or Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete the Work, and compensation for delays caused by Oil or Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. The CLIENT shall sign any required waste manifests in

PERFORMANCE CONTRACTING AGREEMENT

conformance with all government regulations, listing the CLIENT as the generator of the waste. If someone other than the CLIENT is the generator of the waste, the CLIENT shall arrange for such other person to sign such manifests.

11.4 Except where expressly prohibited by Applicable Law, for separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CLIENT shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from the CLIENT's breach of, or failure to perform its obligations under this Article.

11.5 For purposes of this Article 11, in the context of the phrase "to the best of its knowledge following due inquiry"; "knowledge" means actual awareness of the facts by the CLIENT's directors, officers, employees or agents, or the presence of relevant information contained in the CLIENT's books or records; and, "due inquiry" means inquiry of those persons under the CLIENT's control who should have knowledge of the subject matter of such inquiry.

Article 12

Miscellaneous Provisions

12.1 Notices between the Parties shall be in writing and shall be hand-delivered or sent by certified mail, express courier, or acknowledged telefax properly addressed to the appropriate party. Any such notice shall be deemed to have been received when delivered in-person or when sent by telefax, or five (5) business days subsequent to deposit in the U.S. mails, or one (1) day after deposit with express courier.

12.2 Neither the CLIENT nor SIEMENS shall assign or transfer any rights or obligations under this Agreement, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work or Services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the CLIENT and SIEMENS without the express written consent of both Parties.

12.3 This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth within which the Facilities are located.

12.4 This Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the Work, the Services, and the termination of this Agreement.

12.5 Unless contrary to Applicable Law and with the exception of disputes arising under Article 4 or Article 9, all disputes not resolved by negotiation between the Parties shall be resolved in state or federal court having jurisdiction over the parties. Venue shall be in Hidalgo County or the District Court for the Southern District of Texas.

12.6 SIEMENS' performance of the Work and Services is expressly conditioned on the Parties assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted by a Party to the other Party relating to the Work or Services, even if signed by the Parties, unless the written statement expressly indicates that such terms supersede the terms of this Agreement.

12.7 Any provision of this Agreement found to be invalid, unlawful or unenforceable by a court of law shall be ineffective to the extent of such invalidity, and deemed severed herefrom, without invalidating the remainder of this Agreement. All other provisions hereof shall remain in full force and effect.

12.8 The waiver by a party of any breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof. No waiver shall operate or be effective unless made in writing and executed by the party to be bound thereby.

12.9 In the event that Applicable Law or the CLIENT requires that SIEMENS procure a performance bond and/or a payment bond, SIEMENS shall provide a performance and payment bond in the amount of \$the price identified in Section 1.1 of Exhibit B. The performance and payment bond will solely apply to the Work performed during the Construction Period and to the required statutory lien filing period thereafter. The performance and payment bond will not apply to any of the obligations included in the Performance Assurance, Exhibit C. Furthermore, the CLIENT's funding source may be named as "Co-Obligee" on the performance bond if so requested by the CLIENT.

Article 13

Maintenance Services Program

13.1 If applicable, the scope of Services provided by SIEMENS for the Maintenance Services Program is stated in Exhibit A.

PERFORMANCE CONTRACTING AGREEMENT

- 13.2 The CLIENT represents that all equipment not installed by SIEMENS under this Agreement and subject to a MSP is in satisfactory working condition. SIEMENS will have inspected all such equipment within the first thirty (30) days of MSP commencement or no later than the first scheduled inspection. Testing and inspection will not be deemed to be complete until all such equipment has been so tested and inspected.
- 13.3 If the equipment is altered or moved by any person, including the CLIENT, other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT's expense.
- 13.4 If SIEMENS reasonably determines as a result of such inspection and/or testing that any equipment requires repair or replacement, the CLIENT will be so notified and shall take corrective action within thirty (30) days, or such equipment shall be removed from coverage hereunder without further action by the Parties. SIEMENS is not liable or responsible for the continued testing, maintenance, repair, replacement or operating capabilities of any portion of the equipment until it has been inspected and/or tested and has been, if necessary, restored to an acceptable initial condition at the CLIENT's sole expense. Any services provided by SIEMENS in the course of such restoration will be separately charged on a time and materials basis, and not included in fees paid hereunder. If individual items of equipment cannot, in SIEMENS' sole determination, be properly repaired or replaced due to age, obsolescence, lack of availability of refrigerant gas, halon gas, necessary parts, materials, compatibility or otherwise, or as a result of excessive wear or deterioration, SIEMENS may, within ten (10) days of such inspection, give written notice that it is withdrawing such items from coverage under the MSP and adjust the MSP payments due hereunder accordingly.
- 13.5 If the removal of equipment from coverage would compromise or impair the integrity of the Work, Services or compliance with law of any system, then SIEMENS will provide a written statement thereof for execution by the CLIENT. The CLIENT's failure to execute such statement within ten (10) days will void the MSP and release SIEMENS from any further obligations with respect to the MSP.
- 13.6 If the MSP scope of Services provides for equipment maintenance, repairs and/or replacements of equipment by SIEMENS, those Services are limited to restoring the proper working condition of such equipment. SIEMENS will not be obligated to provide replacement equipment that represents significant capital improvement compared to the original. Exchanged components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of the CLIENT.

Mr. Homer Rhodes
Purchasing Agent – Finance Department
City of Weslaco, TX
255 South Kansas Ave.
Weslaco, Texas 78596

VIA email: Homer Rhodes hrrhodes@weslacotx.gov

RE: 3rd Party Engineering Review Performance Contract

Dear Mr. Rhodes,

Bocci Engineering was pleased to provide an independent review of the Siemens Industry, Inc. Utility Assessment Report dated November 8th, 2017 for the City of Weslaco. Our review is of the Utility Cost Reduction Measures (UCRMs), also known as Financial Improvement Measures (FIMs) and their analysis, methodology and cost savings merits as delineated in the report and its appendices. Our goal is to support the City in identifying any financial or technical risks for the proposed work. City of Weslaco's proposed phase 1 project includes five (5) active Financial Improvement Measures (FIM) as summarized below;

- FIM 1 – Lighting Retrofits to Upgrade Efficiency (25 Buildings and Parks,)
- FIM 2 – Replace HVAC Equipment with High Efficiency Units (9 Buildings,)
- FIM 3 – Install HVAC Armor & Re-commissioning of HVAC DX Units (15 Buildings,)
- FIM 4 – Removed,*
- FIM 5 – Removed,*
- FIM 6 – Lighting Traffic Signal LED Retrofit (13 Intersections,)
- FIM 7 – Water Meter AMI.

These five Measures total cost is \$7,521,075 and the year 1 increased water revenues are \$899,619 and year 1 reduced operations costs are \$9,405. By far, the majority of beneficial returns is generated from increased revenues from FIM #7 Water Meter AMI contributing \$899,629 in year 1. To that extent, Bocci will focus more risk review on the water meter FIM.

Bocci a licensed Professional Engineering firm (F-10047) independently reviewed the Siemens report and guarantees. Bocci completed calculations to show that the Siemens results have a high likelihood of technical success. Specifically:

- We did not identify any fatal flaws that would prevent implementation of the proposed improvements.
- Industry norms were followed.

- Energy savings were conservatively estimated. CoW assumes risk of operating run hours in most energy savings calculations & M&V methodology. This risk is negligible to the overall revenue increase when considering overall financial risks.
- Operations & Maintenance savings were conservatively estimated; however, they are not guaranteed.
- Additional revenue generation was conservatively estimated, utilizing a testing methodology and field proven verification on the majority of all water meter types.
- The Performance Assurance Plan and Program Payments represent approximately 7.5% of the total costs over a 15 year term, which exceeds the warrantee of some of the equipment systems. Consider the assumed risks by CoW for items such as stipulated rates and run hours when choosing to purchase the guarantee and M&V services. Alternatively, the city could procure for retro-commissioning services at 5 year increments to retune, recalibrate, and re-align operations & maintenance practices for sustainability.
- In UAR report dated 11/08/2017 the UCRM numbering was found to be different the final revised pricing Summary submitted to City of Weslaco. The FIM description titles and scopes were found to be consistent, and hence no impact.

We reviewed the basic terms of the guarantee and found the terms to be reasonable. Bocci does not provide legal advice. The terms include an energy guarantee, guaranteed savings based on a constant escalator, maintenance requirements by the City of Weslaco and a verification process based on the measurement of key parameters. The guarantee does not cover stipulated or deferred operations and maintenance cost reductions.

Based on our review, Bocci can see no reason not to proceed with the selected projects.

Below is a description of our analysis and findings, along with a few recommendations for support success through the implementation phase.

FIM #1 (same as UCRM #4): Lighting Retrofits to Upgrade Efficiency

No fatal flaws found. City of Westlaco should note:

- Be sure to verify foot-candle readings post installation to assure code compliance and safety.
- Warrantees vary by manufacturer and component. Request a detailed warranty summary. (i.e. Sylvania T5 & T8 bulbs have 2 & 3-year warrantees, control components

are 5 years. Batteries have limited warranties, and Barron product warranty was not provided.)

- Obtain re-lamp stock for matching replacement. Recommend further discussion and understanding of later years 10-15 in PASP, as to how lamp replacements (labor costs) are handled with guarantee and warranty.
- Obtain document of proof of material transfer /final disposal tracking for waste disposal of fluorescent bulbs to mitigate risks.
- CoW assumes risks of run hours as they are stipulated in calculation methodology.

FIM #2: Replace HVAC Equipment with High Efficiency Units

No fatal flaws found. City of Westlaco should note:

- Be sure to verify TAB (test and air balance) readings post installation to assure code compliance and safety.
- Per 2015 IECC as amended and adopted by CoW, replacement single zone split system units SEER rating needs to be either 10% flat increase in efficiency, or 13 SEER with heat pump. Units selected are 14 SEER, calculations of replacement units are approximately 14% higher efficiency or greater. 16 SEER technologies are readily available and costs are very competitive. Bocci recommends consideration for cost differential to higher efficiency with the high ROI and NPV value of this ESPC program.
- CoW is responsible for continued maintenance of HVAC systems. Following OEM manufacturers' recommended maintenance will likely be necessary to sustain longevity of efficiency improvements.
- Humidity sensing control is recommended for dehumidification cycles and improved indoor air quality in areas of low or intermittent occupancy and the HVAC unit cycles off meeting temperature set points. Libraries, auditoriums, and high ceiling lobbies or atriums are common IAQ culprits in Texas.

FIM #3: Install HVAC Armor & Re-commissioning of HVAC DX Units

No fatal flaws found. City of Westlaco should note:

- Be sure to verify TAB (test and air balance) readings post installation to assure code compliance and safety.
- CoW is responsible for continued maintenance of HVAC systems. Following OEM manufacturers' recommended maintenance will likely be necessary to sustain longevity of efficiency improvements.

- HVAC Armor is an application which is difficult to assess separately from HVAC system and control / retro-commissioning upgrades, unless applied in isolation to a unit.
- Humidity sensing control is recommended for dehumidification cycles and improved indoor air quality in areas of low or intermittent occupancy and the HVAC unit cycles off meeting temperature set points. Libraries, auditoriums, and high ceiling lobbies or atriums are common IAQ culprits in Texas.

FIM #6: Lighting Traffic Signal LED Retrofit

No fatal flaws found. City of Westlaco should note:

- Be sure to verify post installation measurements to assure code compliance and safety.
- Warrantees vary by manufacturer and component. Request a detailed warranty summary.
- CoW assumes risks of run hours as they are stipulated in calculation methodology.
- Obtain re-lamp stock for matching replacement. Recommend further discussion and understanding of later years 10-15 in PASP, as to how lamp replacements (labor costs) are handled with guarantee and warranty.

FIM #7: Water Meter AMI

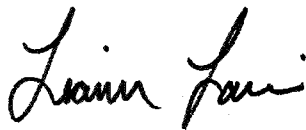
No fatal flaws found. City of Westlaco should note:

- Be sure to verify post installation to assure code compliance and safety.
- Brass meter pipe connections are preferred for reducing corrosion caused by dissimilar metals. Where meters have stainless steel pipe connections, dielectric fittings or brass fittings are recommended to copper and galvanized pipes.
- CoW assumes risks of water rates and escalation rates as they are stipulated in calculation methodology.
- Recommend further discussion and understanding of later years 10-15 in PASP, as to how replacements (labor costs) are handled with guarantee and warranty.

The following table of documents were utilized by Bocci Engineering as part of the 3rd party review. No additional materials were supplied.

Count	Title	Notes	Outcome
1	Weslaco Project Scope Summary 20171101 No Portal No Roofs Revised Price	Revised final Pricing & summary -5 FIMs	no fatal flaws
2	Weslaco Siemens UAR 20171108 to Customer	Final UAR - UCRM numbering off	no fatal flaws
3	Weslaco Siemens UAR Appendix A to Customer 20171108	COW Utility Usage & Billing data, historical average costs higher than that used for energy savings.	no fatal flaws
4	Weslaco Siemens UAR Appendix B to Customer 20171108	COW Utility Rate Schedules & Utility Contract, renewal costs account for price decrease and SBT applied appropriately, not to over estimate savings. W/WW costs excluded from FIM savings	no fatal flaws
5	Weslaco Siemens UAR Appendix C to Customer 20171108	UCRMs Detailed Calculations, Bocci's focused review, industry standard acceptable, not questions or issues.	no fatal flaws
6	Weslaco Siemens UAR Appendix D to Customer 20171108	Meter spec sheets; both brass and stainless steel pipe connections. SS should use dielectric fitting or brass to reduce corrosion when connecting to copper or galvanized pipe.	no fatal flaws
7	Weslaco Siemens UAR Appendix E part 1 to Customer 20171108	Warranty information, varies by manufacturer & component. Missing Barron chart.	no fatal flaws
8	Weslaco TX - Phase 1 ExA 20171109 Clean to City 20171113	Detailed Scope of Work.	no fatal flaws
9	Weslaco TX - Phase 1 ExB 20171109 Clean to City 20171113	Payment Terms	no fatal flaws
10	Weslaco TX - Phase 1 ExC 20171109 Clean to City 20171113	Performance Assurance; Water quality maintenance the responsibility of CoW, uses stipulated O&M savings, stipulated W/WW rates, follows industry standards in accordance with IPMVP (International Performance Measurement & Verification Protocol) and as proscribed by FEMP (Federal Energy Management Program) Guidelines and the AWWA Manual of Practice M6. M&V uses stipulated run hours for calcs.	no fatal flaws
11	Weslaco TX Exh C - Appendix 1 Baseline Meter Acct List	reviewed and no issues	no fatal flaws
12	Weslaco TX Exh C - Appendix 2 Baseline Meter Test Data	reviewed and no issues	no fatal flaws
13	Weslaco TX Exh C - Appendix 3 Consumption Analysis by Meter Size	reviewed and no issues	no fatal flaws
14	Weslaco TX Exh C - Appendix 4 Rate Structures	CoW assumes rate risk.	no fatal flaws
15	Weslaco TX Exh C - Appendix 5 Meter Warranty	reviewed and no issues	no fatal flaws
16	Weslaco TX Exh C - Appendix 6 Water Quality Report	CoW assumes water quality risk.	no fatal flaws
17	Weslaco TX Exh C - Appendix 7 Lighting Room by Room Counts	all retrofits to LED, audit shows many lighting counts excluded from FIM	no fatal flaws
18	Weslaco TX Exh C - Appendix 8 Lighting Annual Hours of Operation	CoW assumes run hours risk. reviewed and no issues.	no fatal flaws

Respectfully,



Lianne Lami
Texas PE# 97185 expires 3/31/2018

Article 1: Scope of Work

- 1.1 **Description:** Except as otherwise expressly provided herein, SIEMENS shall provide each and every item of cost and expense necessary to implement the following FIMs, which are further described in Section 1.2 (collectively, the "Work"):
- Water Meter Replacement;
 - Advanced Metering Infrastructure (AMI);
 - HVAC Armor;
 - HVAC Replacements;
 - Lighting Retrofits;
 - Traffic Signal Retrofits.

- 1.2 **Specific Elements:** The Work shall include the following:

1.2.1 Water Meter Replacements and AMI System

Replacement of Water Meters with Radio Read Capabilities

SIEMENS will replace existing water meters with new water meters and radios, including any required modifications to existing meter boxes, lids, etc. as outlined below. Water meter quantities and types are listed in Table 1.1.

Table 1.1 – Table of Water Meter Quantities and Types

Qty	Size	Type	Description
8,748	5/8" X 3/4"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
466	1"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
101	1.5"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
1,082	2"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
15	3"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
17	4"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
3	6"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
51	2"	Neptune TRU/FLO Compound meter	Fixed Base Water Meter and Transmitter Replacement
4	3"	Neptune TRU/FLO Compound meter	Fixed Base Water Meter and Transmitter Replacement
12	4"	Neptune TRU/FLO Compound meter	Fixed Base Water Meter and Transmitter Replacement
2	6"	Neptune TRU/FLO Compound meter	Fixed Base Water Meter and Transmitter Replacement
1	6"	Neptune Protectus SS w/T-10	Fixed Base Water Meter and Transmitter Replacement
1	8"	Neptune Protectus SS w/T-10	Fixed Base Water Meter and Transmitter Replacement
10,503	Total		

For all water meters included in this scope of work, SIEMENS shall also include the following items and/or services in locations where it determines the existing infrastructure/equipment is insufficient for use in accordance with this Scope of Work and applicable specifications:

- Meter box replacement and/or lid where necessary;
- Dig up box for new box install where necessary;
- Dig up box reposition for install where necessary;
- New meter lid where necessary;
- Cut concrete/asphalt in order to access and replace meter within two feet of meter box where necessary;
- Replace curb stop where necessary;
- Repair leaks within 2 feet of meter; leaks beyond 2 feet are deemed to be preexisting or caused by forces outside Siemens control
- Epoxy coated ductile iron strainers where necessary on meters 2" and above

See Attachment 1- Meter Account List for a detailed listing of each water meter type and location to be included.

It is understood by SIEMENS that the components of the new AMI system will properly fit inside of CLIENT's water meter pit environment where applicable unless lay-length or other rework is specifically stated in the scope of work. Should the new meter and AMI components not fit underneath or inside existing meter box, SIEMENS will raise and reposition existing box to make meter and AMI components fit under lid. If CLIENT requires additional work to that meter, service line, or box, then SIEMENS reserves the right to propose a solution and, if necessary, the parties shall enter into a mutually agreeable change order adjusting the time for completion and compensation due to SIEMENS for rework.

SIEMENS will make every effort to provide meter lids and/or boxes as set forth in the scope of work that meet or exceed industry standards. CLIENT shall be responsible for the testing and approval of all meter lids, meter boxes, and associated locking mechanisms installed during this project. Unless specified otherwise in contract, SIEMENS shall not be held liable for meter lid characteristics that are unwanted or otherwise unexpected including material construction, specific gravity, propensity to float, load bearing properties, impact bearing properties or the like. Locking meter lids are not included as part of the scope of this project. SIEMENS has done its due diligence to verify that the meter quantities listed in Table 1.1 above are accurate and CLIENT is in agreement with these quantities. If any changes in meter quantities occur, SIEMENS reserves the right to develop and price these additional changes to the Scope of Work and will provide CLIENT with revised cost and savings calculations.

In order to verify meter quantities and to maintain system integrity for measurement and verification purposes, after substantial completion CLIENT shall allow SIEMENS reasonable access to its meter database as long as a performance assurance agreement exists between the CLIENT and SIEMENS.

- SIEMENS will be responsible for water line breaks within a 2-foot diameter of the meter set, while the CLIENT will be responsible for line breaks outside of this area.

The final reading of the old meters pulled will be provided from the direct read dial face of the meter. If the reading is illegible due to dial face condition, SIEMENS will break the glass of the dial face to get the final reading.

Meter Access Procedure for the Project is outlined below:

- SIEMENS will attempt to access the meter a total of 3 times with a minimum of 24 hours between each access attempt.
- On each of the three access attempts, SIEMENS will "tag" the door with information on how to contact SIEMENS to allow access to meter in order to perform work.
- Each attempt to access the meter will be documented with a date and time – recorded electronically into the SIEMENS database
- After the third documented attempt, SIEMENS will submit inaccessible account to CLIENT for access assistance.
- CLIENT will take reasonable actions, including phone calls, PR announcements, and finally discontinuing service, as a means to gain access to the inaccessible meter or facility.
- If the account remains inaccessible for a period not to exceed 15 business days following submission to CLIENT, the account will be deemed permanently inaccessible and removed from the project scope.

SIEMENS will coordinate closely with the CLIENT staff for scheduling and workflow as each route is installed. Install crews will document the customer account number, service address, serial number, size, and the final reading from the existing register prior to removal; and will document the new meter serial number, new meter size, latitude, longitude and configure, program and verify communication of each new set upon installation. As each route is completed, the commissioning and acceptance plan described will be performed to verify proper performance.

A successful and complete meter installation is defined as any meter installed to manufacturer specifications where the data has been accurately transferred into utility billing database (Incode) and reads one or more times electronically on the reading network.

At the point of a successful and complete meter installation, the installation labor warranty begins and system benefits may be realized.

Upon Substantial Completion of each route in CLIENT's system, SIEMENS shall notify CLIENT in writing and request a Certificate of Substantial Completion for that route. CLIENT shall, within 5 working days, inspect the Work to determine its status of completion. If CLIENT does not consider work to be substantially complete it shall notify SIEMENS in writing, giving the reasons therefore and CLIENT shall develop a list of items to be completed or corrected ('punch list'). If CLIENT considers the Work to be substantially complete, then CLIENT shall execute a Certificate of Substantial Completion provided by SIEMENS.

Exclusions:

- Any deficiencies in existing utility infrastructure;
- Any existing water leaks found prior to beginning the meter retrofit;
- Any water leaks which occur outside of the 2' radius from the meter;
- Any repositioning or leveling of meter boxes for cosmetic appearance different than as-found condition;
- Any replacement or repair of any water appliances and infrastructure downstream or upstream of the meter;
- Installation of any new water meters other than those listed in Table 1.1;
- Concrete and sidewalk repairs due to meter access, rework of meter boxes, or replacement of meters.
- Lowering or relocating water service lines associated with water meters
- Any cutting and/or removal of tree roots or shrubbery so that meter can be replaced or to gain access to water meters.

Automatic Metering System Upgrade

Except as otherwise expressly provided herein, SIEMENS will provide all equipment, material, and labor to install new Automatic Metering Infrastructure as follows:

Install a new Neptune R900i or equivalent AMI system and provide material and labor to make the system functional. SIEMENS will replace the water meters identified in Table 1.1, and provide all material and labor to make the system functional, which includes installation of the following:

- Neptune Data Collection System which includes (see Table 1.3):
- Nine (9) Neptune Gateway Data Collectors;
- One (1) Neptune Software-as-a-Service Hosted Server per Client's separate agreement directly with meter manufacture (Neptune);
- One (1) MRX Drive By Mobile Unit;
- One (1) Nimble Ranger Handheld Reader including charging cradle and belt clip receiver;
- Mass Meter Swap File for Neptune to Incode billing software interface.
- Functional AMI system shall be defined as the meters being installed and capable of sending signals to the collectors, the collectors receiving those signals and transmitting the information to the Nsight meter data management system, and the Nsight meter data management system accurately sending the information to CLIENT'S billing system. It is typical that at any given time a small amount of meters capable of communicating may be hindered from communicating due to external conditions such as parked cars or temporary interferences of communication path.

Exhibit A - Scope of Work and Services
City of Weslaco, TX

Table 1.3 – Collector Locations

Name	Coordinates	Elevation (ft)	Antenna Height (ft)	Description
4Ast18a	26.126359, -97.998302	72	75	Existing Lift Station
4Ast87a	26.184210, -97.990185	82	75	Water Treatment Plant
4Lift26	26.184787, -97.955088	60	75	Existing Lift Station
4Lift27	26.145748, -97.958495	69	75	Existing Lift Station
4Lift35	26.127490, -97.966128	69	75	Existing Lift Station
4Bridge	26.152280, -97.982079	69	143	Existing Elevated Storage Tank
4Harlon	26.146380, -98.003646	79	145	Existing Elevated Storage Tank
4Kansas	26.161734, -97.990148	75	140	Existing Elevated Storage Tank
4Milano	26.164880, -98.015778	82	143	Existing Elevated Storage Tank

For the Collector Locations identified in Table 1.3, CLIENT shall:

- Coordinate with installer as required prior to electrical trenching.
- Provide access for digging equipment and temporarily remove any fencing as required to provide adequate space for installation of base stations.
- Obtain all necessary approvals, including the access rights, easement rights if necessary and consent of any 3rd party owners and/or other interested parties (if applicable) to construct, maintain and operate the collector tower at the location identified in Table 1.3 for the term of this Agreement. Access rights shall include the ability to operate the collectors and repeaters for the entirety of the performance guaranty period.
- SIEMENS assumes that soil/underground conditions at the Collector Location are suitable to install the collector tower. To the extent Siemens determines that the location is unsuitable to install the tower, SIEMENS reserves the right to propose a new location and, if necessary, the parties shall enter into a mutually agreeable change order adjusting the time for completion and compensation due Siemens.
- Client shall be solely responsible for locating and identifying any underground utility lines within the proposed trenching path for each site. SIEMENS reserves the right to handle any deviation from proposed trenching path as a change in scope of work, and issue a change order;
- All required electrical work, mass data transfer and system commissioning is also included in this scope. Global positioning system coordinates will be provided for all meters. Unless specified otherwise in this contract, GPS coordinates will typically be accurate within consumer grade specifications or sub-meter accuracy, which is typically within 9 to 10 feet.

Exhibit A - Scope of Work and Services
City of Weslaco, TX

- All removed meters shall become property of CLIENT, and will be placed in a storage location as mutually agreed between CLIENT and SIEMENS. CLIENT shall provide bins/storage containers for removed meters. Serial numbers, readings and photos of all removed meters will be taken and meters will be discarded into provided bins on a daily basis.

SIEMENS shall also include:

- Neptune N_SIGHT 5.5 & Plus host software;
- Interface program to interface with Neptune AMI Software to Incode Billing System;
- AMI system start up/testing/commissioning in accordance with this Exhibit A;
- Onsite field training to include 3 days, for up to 5 people;
 - Training on use of AMI system;
 - Training for field personnel of proper installation and maintenance of system;
 - Training to interface billing software to Neptune data collection system.
- Install of GPRS (cellular modem) Backhaul communications provided by Verizon or similar communication protocol. [Cellular contracts and monthly service fees for cellular connections are not included and shall be CLIENT'S responsibility.]
- Electric power connection from breaker box to data collectors.

Exclusions:

- Any deficiencies in existing electrical system at sites chosen for collectors, including proper grounding and bonding
- Any deviation of proposed electrical trenching route at each site chosen for data collection equipment due to unknown location of buried pipes, or other existing electrical conduit, etc.
- Any additional new customer accounts the city acquires;
- Any ongoing license and service fees charged by manufacture of software;
- Any ongoing backhaul communication fees;
- Billing system customization, maintenance or support beyond scope of Exhibit A

Exhibit A - Scope of Work and Services
City of Weslaco, TX

1.2.2 HVAC Armor

Except as otherwise expressly provided herein, SIEMENS will provide all equipment, material, and labor to install HVAC Armor on existing HVAC systems as follows:

HVAC Armor is a restorative coating impregnated with 65% aluminum in a base of industrial grade polyurethane applied to reduce corrosion and make cleaning easier and more efficient.

The following provides a general scope of work at facilities outlined in Table 1.4:

- General clean up of overall unit and wash-down of coils. Deep clean condenser coils to remove final materials in coils and corrosion;
- Straighten aluminum fins;
- Spray each condenser coil with HVAC Armor from both outside-in and inside-out, thereby applying even coverage;

Table 1.4 – HVAC Armor Locations

Facility Name	Location	Manuf.	Model #	Serial #
Customs Building	Roof	Trane	4TCC3036A100AB	9372KP79H
Customs Building	Roof	Trane	4TCC3036A100AB	10123LLE9H
Customs Building	Roof	Trane	4TCC3036A100AB	9464HXE9H
Public Works	SE Ext ground	Trane	2TTB3060A1000AA	80134662F
Public Works	Ext ground	Trane	TTA240B400FB	8024Y0AAD
Public Works	Ext ground	Trane	TTA150H400AA	16202LR4YA
Public Works	NE Ext ground	Trane	2TTB3048A1000AA	7503RSX4F
Fire Station #2	Roof	Trane	M4AC3048A1000AA	(missing)
Fire Station #2	Roof	Trane	M4AC3060A1000AA	(missing)
Fire Station #2	Roof	Rheem	RAKB-036JAZ	6952M520403394
City Hall	Roof	Trane	RAUCC30EBY03ABD000020	C05E03761
City Hall	Roof	Trane	RAUCC30EBY03ABD000020	C05E03760
City Hall	Roof	Daikin	DTH036XXX1DXXXAA	1507346290
Parks Office	Ext ground	Rheem	RAKA-042CAZ	5462FF049907081
Weslaco Service Center	Ext ground	Johnson	TCJD60S43S4EA	W1H5908370
Weslaco Service Center	Ext ground	Rheem	RAND-024JAZ	7293F080603118
Weslaco Service Center	Ext ground	Rheem	RANL-060CAZ	7394W311001035
Tower Theater	Ext ground	Rheem	13AJN60A01	W401434791

Exhibit A - Scope of Work and Services
City of Weslaco, TX

Facility Name	Location	Manuf.	Model #	Serial #
Library Annex	Roof	Trane	4TTA3048D3000CA	133028WX3F
Library Annex	Roof	Daikin	DX13SA0603AC	1610072965
Library	Roof	Carrier	50PG-C08-AB50-AA	3406G50002
Library	Roof	Carrier	50PG-C08-AB50-AA	3406G50003
Library	Roof	Carrier	50PG-C06-AB50-AA	3406G20013
Library	Roof	Carrier	50PG-C06-AB50-AA	3406G20014
Library	Roof	Trane	4TTA3060D3000CA	12363MEC4F
Library	Roof	Trane	4TTA3060D3000CA	12363ME84F
Library	Roof	Trane	4TTA3060D3000CA	12365T4N4F
Library	Roof	Trane	4TTA3060D3000CA	12365T224F
Library	Roof	Trane	M4AC3024A1000AA	(missing)
Mayor Braught Theater	Roof	Rheem	RAWD-090CAZ	7002F150605199
Mayor Braught Theater	Roof	Rheem	RAWE-092CAZ	F421402012
Mayor Braught Theater	Roof	Rheem	RLKA-A085CM	6225F020615525
Police Substation	Roof	Trane	TSC060E3E0A	121011746L
Police Substation	Roof	Am. Std.	TSC048E3E0A	111010737L
Fire Administration Building	Roof	Trane	TSC092F3E0A09000	160411943L
Terminal	Ext ground	Rheem	RAWL-090CAZ	7753W041308615
Water Treatment Plant	Ext ground	Trane	4TWB4036G1000AB	13045KW22F
Water Treatment Plant	Ext ground	Trane	TTA090D400AA	14284SCAYA
Water Treatment Plant	Ext ground	Trane	TTA090D400AA	14284SCWYA
Water Treatment Plant	Ext ground	Trane	TTA120E400AA	1430481DYA
Water Treatment Plant	Ext ground	Trane	TTA120E400AA	1430481AYA

Exclusions:

- Cost associated with pulling City permits. City to provide permits at no charge to Siemens;
- No work is included for asbestos abatement and/or asbestos survey costs;
- Building Automation and Energy Management Control Systems;

Exhibit A - Scope of Work and Services
City of Weslaco, TX

- Any work associated with fire alarm system or life safety systems;
- Temporary cooling or heating of any kind;
- Air balance
- Replacement of ductwork inside buildings;
- Any additional warranties outside of the manufacturer's equipment warranty;
- Any remedial measures and/or corrections to existing conditions required by the applicable inspecting authority but not expressly contemplated in this Exhibit A.

1.2.3 HVAC Replacements

Except as otherwise expressly provided herein, SIEMENS will provide all equipment, material, and labor to install new HVAC Replacement systems as follows:

Table 1.5 – HVAC Replacements

Facility Name	Location	Manuf.	Model #	Serial #
Public Works	N Ext ground	Trane	2TTB3018A1000AA	7374LAC5F
Fire Station #3	Ext ground	Carrier	38BRC048540	1500E03324
City Hall	Roof	Trane	2TTB2036A1000AA	43454U73F
Parks Office	Ext ground	Rheem	RAKA-042CAZ	5462FF049907081
Weslaco Service Center	Ext ground	Rheem	RAWD-090CAZ	7002F180405605
Tower Theater	Ext ground	Rheem	RAKB-048JAZ	6954 M2605 15561
Fire Marshal Office	Roof	(missing)	(missing)	(missing)
Fire Marshal Office	Roof	Rheem	RAKA-030JAZ	6908F420305298
Fire Marshal Office	Roof	Goodman	CK60-1C	9808500196
Office Building @ Tower Theater	Ext ground	Ruud	UAKA-042JAZ	5461F180216930
Fire Administration Building	Roof	Trane	(missing)	(missing)

For all HVAC equipment replacements, SIEMENS shall perform the following:

- Completely replace and commission equipment with new units of similar size;
- Disconnect and reconnect electrical power;
- Disconnect and reconnect existing condensate drain lines or replace as necessary to insure proper drainage;
- Siemens will pull all necessary permits, transport and properly dispose of removed equipment;
- Reclaim and recycle all refrigerant;
- Include hail guards on all new units;
- Install new programmable thermostats for all new units;
- Provide and install curb adapter if required for new unit configuration;
- Re-use existing concrete pads where needed if units are to be ground mounted.

Exclusions:

- Cost associated with pulling City permits. City to provide permits at no charge to Siemens;
- No work is included for asbestos abatement and/or asbestos survey costs;
- Building Automation and Energy Management Control Systems;
- Any work associated with fire alarm system or life safety systems;
- Temporary cooling or heating of any kind;
- Replacement of ductwork inside buildings;
- Air balance
- Any additional warranties outside of the manufacturer's equipment warranty;
- Any remedial measures and/or corrections to existing conditions required by the applicable inspecting authority but not expressly contemplated in this Exhibit A.

1.2.4 LED Lighting Retrofits

Except as otherwise expressly provided herein, SIEMENS will provide all equipment, material, and labor to install new LED Lighting Retrofits in accordance with the Appendix #7 - Lighting Room by Room Counts. A summary of the scope is as follows:

Table 1.6 – Lighting Improvements Proposed

Description	Qty.
Don't Do - Not included in Project	1,042
LED New Exit Sign	2
LED New fixture	293
LED Relamp	502
LED Retrofit Kit	116
Linear LED Retrofit	954
Linear LED Retrofit Kit	632
New Occupancy Sensor	10
Total	2,509

Table 1.7 – Lighting Locations Proposed

INTERIOR WORK	EXTERIOR WORK
Airport	Airport
Animal Shelter	Animal Shelter
Brought Theater	Brought Theater
City Hall	City Hall
Fire Administration Building	Fire Administration Building
Fire Station #2	Fire Station #2
Fire Station #3	Fire Station #3
Library	Library Annex
Old City Hall	Old City Hall
Parks – 1020 W. 18 th St.	Parks – 1020 W. 18 th St.
Parks – 1206 E. 6 th St.	Parks – 1200 E. 6 th St.
Parks – 300 N. Airport Dr.	Parks – 300 N. Airport Dr.
Parks – Harlon Block Park	Parks – 301 S. Border Ave.
Parks – Valley Nature Center	Parks – 400 Hidalgo St.
Public Works	Parks – Harlon Block Park
Wastewater Treatment North	Parks – Valley Nature Center
Water Treatment Plant	Public Parking Garage
	Public Works
	Wastewater Treatment North
	Water Treatment Plant

For all lighting replacements, SIEMENS shall perform and/or provide the following:

- Required materials for recommended retrofit;
- Installation during normal business hours or at night;
- If prior to construction, tube guards, wire baskets, tethers or similar protective devices are part of the existing fixture, a comparable device is to be included in the retrofit. The protective device is to be compatible with replacement lamps;
- Transport and properly dispose of all removed equipment ;
- Provide lamp recycling certificates
- Manufacturer's warranty.

Exclusions:

- Does not include repair of existing deficiencies in electrical system, to the extent Siemens is required to correct same it shall be entitled to additional compensation;
- Does not include replacement of broken fixtures, lenses, guards, etc. that are not scheduled for replacement in the line by line details of Attachment 1;
- Replacement of any broken or damaged lay-in ceiling tiles;
- Does not include asbestos and mold removal or abatement.

1.2.5 Traffic Signal LED Retrofits

Except as otherwise expressly provided herein, SIEMENS will provide all equipment, material, and labor to install new Traffic Signal LED Retrofits as follows:

- Upgrade of traffic signal indicators to LED for 13 city-owned traffic signals
- Audit count:
 - Red: 117
 - Yellow: 105
 - Green: 109
 - Yellow Arrow: 27
 - Green Arrow: 27
- Upgrade of Pedestrian Indicators to Countdown: 27
- Upgrade of School Zone Flashers:
 - 20 locations to be upgraded with single section yellow traffic signal head top of pole mount with LED module;
 - 7 locations to be upgraded with flasher cabinet with clock DC, 14' pole with transformer base, cap with screw base, single section yellow traffic signal, head side of pole mount DC, and solar panel with 2 batteries.

1.3 Technical Specifications, Drawings, and Exhibits: The Work shall be performed in accordance with the following specifications, drawings and other attachments hereto, which are specifically incorporated herein and made part hereof:

- All electrical work to comply with applicable NEC guidelines;
- New AMI system and other associated Drawings to remain property of SIEMENS until City has paid in full;
- All O&M manuals, wiring diagrams, and manufacturer's warranties to be supplied to City;

1.4 CLIENT'S Responsibilities (in addition to those in Article 6 of the Agreement):

- Provide a designated representative to interface with SIEMENS on all issues related to the Project;
- Provide for timely review of Project schedules and submittals (typically a 5-day approval turn-around unless otherwise specified);

- Provide access to Facilities with 3-day advance notice of work schedules, including coordination with Facility occupants and stakeholders
- Provide escorts as required in secure areas;
- Provide for timely review and approval of completed Work;
- Provide assistance for electrical utility shutdowns of sections of the Facilities that may be required. SIEMENS will coordinate with Facility personnel to minimize disturbances.
- CLIENT shall provide access to the water utility bills and other utility usage data to allow evaluation of performance of building systems installed by SIEMENS. Account numbers for buildings affected shall also be provided by CLIENT. This access shall be provided near the start of the construction period so that electric energy consumption can be tracked for the purposes of calculating construction period savings (if applicable).
- CLIENT will be responsible for the monthly service fee for the backhaul communication for new AMI system.
- Scheduling shutdowns, downtimes, and relocation of new commercial vaults;
- CLIENT shall continue to be responsible for reading meters until all commissioning and acceptance plan steps are completed for the AMI system.
- CLIENT shall provide a secure and accessible storage location during entire construction period for SIEMENS to store meters and other equipment associated with this Project.

Article 2: Work Implementation Period

- 2.1 Commencement of Work: SIEMENS shall commence the Work sixty (60) calendar days from the Effective Contract Date, shall perform the Work diligently, and shall complete the Work no later than 390 calendar days from the day of commencement.
- 2.2 *Milestones*: Specific scheduling milestones and coordination requirements will be defined in Project schedule.

Article 3: Scope of Performance Assurance Services Program (PASP)

- 3.1 The Performance Assurance Service Program (PASP) shall commence on the Guarantee Date and shall be performed during the Performance Guarantee Period unless terminated by CLIENT in accordance with terms and conditions of Article 4 of the Performance Contracting Agreement.
- 3.2 SIEMENS will provide PASP services consistent with the Agreement and Exhibit C. SIEMENS will provide an Annual Performance Assurance Report ninety (90) days after the end of each Annual Period.
- 3.3 Performance Assurance Services are all labor activities, site visits, monitoring and analyses necessary to calculate the Annual Realized Savings achieved by

the Project, and to prepare and present the Annual Performance Assurance Report for the respective Annual Period.

3.4 Each Annual Performance Assurance Report shall include:

3.4.1 The Measured and Verified Savings for the respective Annual Period, including supporting documentation required to complete the Measurement and Verification Plan outlined in Article 4, Exhibit C of this Agreement.

3.4.2 The Realized Annual Savings achieved by the Project for each respective Annual Period

3.4.3 A comparison of the Annual Realized Savings and Guaranteed Annual Savings to determine whether there is a Savings Shortfall for the respective Annual Period, pursuant to Article 4 of the Performance Contracting Agreement

3.4.4 Summary of annual site inspection of facility improvement measures.

3.5 Siemens will perform water meter testing on ¾", 1", 1.5" and 2" meters as one combined sample population as per Exhibit C of this Agreement.

3.6 Client's Responsibilities:

- Once a quarter, Client to provide Siemens an electronic report of zero read meters on a monthly basis sorted by address. Report can be emailed.
- Per section 5.7 of the Agreement, Client is responsible for shipping costs to the manufacture associated with any warranty claims.
- Per section 5.7 of the Agreement, Client is responsible for any meter or AMI repairs and replacements due to vandalism or damage caused by a third party other than Siemens.
- Client is responsible for keeping AMI and billing software up to date with accurate data related to any changes made to meter data or billing data associated with the water metering system.
- Within 30 days of the end of each annual period, Client to provide Siemens with Client's most recent water quality report.

Article 4: Scope of Services-Maintenance Services Program

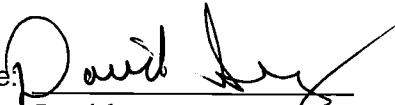
CLIENT has elected to self-implement maintenance. Therefore SIEMENS shall not perform any on-going maintenance services, although the Parties may negotiate a separate agreement for such services at a later date. CLIENT agrees that it will maintain the equipment per manufacturer specifications and that it will operate the Equipment in accordance with the Contracted Baseline described in Article 7 of Exhibit C. If CLIENT fails to properly maintain or operate the Equipment, SIEMENS shall have the right to modify the Performance Guarantee pursuant to Article 4 of the Agreement.

By signing below, this Exhibit A is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

Exhibit A - Scope of Work and Services
City of Weslaco, TX

CLIENT: City of Weslaco, TX

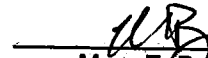
SIEMENS: Siemens Industry, Inc.

Signature: 
Printed Name: David Suarez
Title: MAYOR
Date: 11/21/17

Signature: 
Printed Name: Dana Soukup
Title: Sr. Vice President
Date: Field Operations, BT Americas

NAME: Peter Kamps
TITLE: Peter Kamps
DATE: Vice President
Finance & Business Administration

Approved By Legal


Marc E. Bouchard

Article 1: Payment for Scope of Work

- 1.1 **Price:** As full consideration of the Work as described in Exhibit A, Article 1: Scope of Work, the CLIENT shall pay to SIEMENS **\$7,446,877.00** (plus taxes, if applicable).
- 1.2 **Escrow:** The CLIENT has agreed to deposit the Price into an Escrow Account at a financial institution satisfactory to both the CLIENT and SIEMENS. All expenses to establish the Escrow Account shall be the complete responsibility of the CLIENT and the CLIENT will receive all interest earnings from the Escrow Account. SIEMENS will submit periodic invoices to the CLIENT based on the Payment Schedule in Table B.1 below. The CLIENT shall be responsible for submitting the necessary documents to the Escrow Agent to allow for timely disbursements from the Escrow Account. The funding of the Escrow Account in an amount equal to or greater than the Price stated in Article 1.1 above shall be a condition precedent to SIEMENS obligation to perform or to continue the performance of the Work. If the Escrow Account is not funded within 60 days of the execution of this Agreement, this Agreement shall be null and void. This 60 day funding period may be extended as mutually agreed in writing by the Parties. In the event that the Agreement becomes null and void as described in this paragraph and CLIENT has previously authorized SIEMENS to proceed with the Work, the CLIENT shall be obligated to reimburse SIEMENS either: (i) for the Work performed to date; or (ii) for the Work specifically authorized by the CLIENT.
- 1.3 **Timely Payments:** The CLIENT agrees to pay SIEMENS monthly pursuant to SIEMENS payment requests. The monthly payments shall be based upon the applicable percentage of work completed through the date indicated on SIEMENS' written payment request. Other than the Mobilization and Audit Payment set forth below, Table B.1 table represents an anticipated schedule of progress payments. CLIENT agrees to pay the Mobilization and Audit payment within 45 days of execution of this Agreement. CLIENT agrees to pay the remaining progress payments invoices submitted by SIEMENS per Article 8 of the Agreement.

Table B.1 – FIM Work Draft Payment Schedule

Project Phase	Payments (\$)	Payments (%)	Draft Schedule
Mobilization & Audit	\$ 372,343.85	5%	Month 1
Progress Payment #1	\$ 744,687.70	10%	Month 2
Progress Payment #2	\$ 744,687.70	10%	Month 3
Progress Payment #3	\$ 744,687.70	10%	Month 4
Progress Payment #4	\$ 1,117,031.55	15%	Month 5
Progress Payment #5	\$ 744,687.70	10%	Month 6
Progress Payment #6	\$ 744,687.70	10%	Month 7
Progress Payment #7	\$ 744,687.70	10%	Month 8
Progress Payment #8	\$ 372,343.85	5%	Month 9
Progress Payment #9	\$ 372,343.85	5%	Month 10
Progress Payment #10	\$ 372,343.85	5%	Month 11
Retainage & Final Payment	\$ 372,343.85	5%	End of Project
PROJECT TOTAL:	\$ 7,446,877.00	100%	

Article 1 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

Exhibit B – Payment Schedules
City of Weslaco, Texas

CLIENT: City of Weslaco, Texas
Signature: David Suarez
Printed Name: David Suarez
Title: MAYOR
Date: 11/21/17

SIEMENS: Siemens Industry, Inc.
Signature: Dana Soukup
Printed Name: Dana Soukup
Title: Sr. Vice President
Date: Field Operations, AT, Americas

Signature: Peter Kamps
Printed Name: Peter Kamps
Title: Vice President
Date: Finance & Business Administration

Article 2: Payment for Performance Assurance Services Program (PASP)

Price: As full consideration of the Services as described in Exhibit A, Article 3, the CLIENT shall pay to SIEMENS the amounts identified in Table B.2 plus taxes, if applicable, on the dates identified therein. Payments will be made annually during the first month of the PASP term.

Approved By Legal
Marc E. Boughard

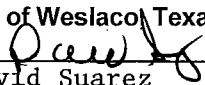
- 2.1 **Performance Assurance Services Program Term:** The term of the PASP shall commence on the Guarantee Date and shall extend for either: (a) the term of the Performance Guarantee Period where multi-year obligations are allowed; or (b) for twelve (12) month periods corresponding to the term of each Annual Period.
- 2.2 **Automatic Renewal:** Where the PASP term is limited to an Annual Period, the PASP shall automatically renew for successive Annual Periods beginning on the anniversary date of Guarantee Date. Either party may request to amend the PASP at the end of an Annual Period by giving the other party at least sixty (60) days prior written notice of such amendments and such amendment shall be mutually negotiated by the Parties and effective upon a written amendment signed by both Parties prior to commencement of the next Annual Period. Each automatic renewal shall be and remain subject to the terms and conditions of this Agreement. SIEMENS obligations under the Performance Guarantee are dependent upon and subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period.
- 2.3 **Termination:** See Section 4.7 of the Agreement.

Table B.2 – Performance Assurance Program Payment Schedule

Date	Annual Payments (\$)	Notes
Year 1	\$ 22,691.00	Year 1 Measurement & Verification
Year 2	\$ 23,372.00	Year 2 Measurement & Verification
Year 3	\$ 24,073.00	Year 3 Measurement & Verification
Year 4	\$ 25,291.00	Year 4 Measurement & Verification
Year 5	\$ 27,352.00	Year 5 Measurement & Verification
Year 6	\$ 29,581.00	Year 6 Measurement & Verification
Year 7	\$ 31,992.00	Year 7 Measurement & Verification
Year 8	\$ 34,600.00	Year 8 Measurement & Verification
Year 9	\$ 39,201.00	Year 9 Measurement & Verification
Year 10	\$ 44,415.00	Year 10 Measurement & Verification
Year 11	\$ 45,748.00	Year 11 Measurement & Verification
Year 12	\$ 49,475.00	Year 12 Measurement & Verification
Year 13	\$ 50,960.00	Year 13 Measurement & Verification
Year 14	\$ 55,113.00	Year 14 Measurement & Verification
Year 15	\$ 62,445.00	Year 15 Measurement & Verification

Exhibit B – Payment Schedules
City of Weslaco, Texas

Article 2 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: City of Weslaco, Texas
Signature: 
Printed Name: David Suarez
Title: MAYOR
Date: 11/21/17

SIEMENS: Siemens Industry, Inc.
Signature: 
Printed Name: Dana Soukup
Title: Sr. Vice President
Date: Field Operations, BT Americas

Signature: 
Printed Name: Peter Kamps
Title: Vice President
Date: Finance & Business Administration

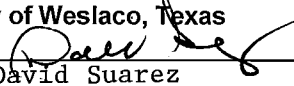
Approved By Legal


Marc E. Bouchard

Article 3: Payment for Maintenance Services Program (MSP)

- 3.1 **Not Applicable:** Per exhibit A, Article 4, a Maintenance Service Program, (MSP) is not included in the scope of this agreement. If the Parties later agree, SIEMENS may perform maintenance services for additional fees on a Time and Materials basis or as established in a separate maintenance agreement.

Article 3 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: City of Weslaco, Texas
Signature: 
Printed Name: David Suarez
Title: MAYOR
Date: 11/21/17

SIEMENS: Siemens Industry, Inc.
Signature: 
Printed Name: Dana Soukup
Title: Sr. Vice President
Date: Field Operations, BT Americas

Signature: 
Printed Name: Peter Kamps
Title: Vice President
Date: Finance & Business Administration

The following Articles and Tables are hereby included and made part of this Exhibit C:

Article 1: Summary of Articles and Total Guaranteed Savings

Article 1	Summary of Articles and Total Guaranteed Savings
Article 2	Measurement and Verification Options
Article 3	Performance Guarantee Period Responsibilities of CLIENT
Article 4	Measurement and Verification Plan
Article 5	Baseline Data
Article 6	Utility Rate Structures and Escalation Rates
Article 7	Contracted Baseline Data
Appendix 1	Baseline Meter Account List
Appendix 2	Baseline Meter Testing Data
Appendix 3	Consumption Analysis by Meter Size
Appendix 4	Rate Structures for Water and Sewer Services
Appendix 5	Product Specifications
Appendix 6	Water Quality Report
Appendix 7	Lighting Room by Room Counts
Appendix 8	Lighting Annual Operating Hours

SUPPLEMENTAL GLOSSARY:

In addition to the Glossary set forth in Article 2 of the Agreement, the following additional definitions shall apply to this Exhibit C

AMI System means Advanced Metering Infrastructure System.

AMR System – means Automatic Meter Reading System.

Baseline Period means the time period described in Article 5, Section 5.1 of this Exhibit C.

Baseline Consumption means water consumption by the CLIENT's water and sewer systems, in kgals, ccf or other, measured by the pre-existing metering system during the Baseline Period.

Adjusted Baseline Consumption means the Baseline Consumption that would have been measured, had the meters been 100% accurate.

Baseline Billable Usage means the Adjusted Baseline Consumption multiplied by the Baseline Meter Accuracy.

Measured Billable Usage means the Adjusted Baseline Consumption multiplied by the Measured Meter Accuracy.

Expected Billable Usage means the Adjusted Baseline Consumption multiplied by the Guaranteed Meter Accuracy.

Tested Baseline Meter Accuracy is the pre-retrofit measured accuracy of the existing meter, not including any accuracy degradation over time.

Baseline Meter Accuracy is the Tested Baseline Meter Accuracy of the existing meters including accuracy degradation over time, as defined in Table 5.7 of this Exhibit.

Guaranteed Meter Accuracy is the expected accuracy of the meters installed with the new AMI/AMR System.

Measured Meter Accuracy is the post-retrofit measured accuracy of the meters installed with the new AMI/AMR System, as defined in Article 4 of this Exhibit.

Measured Usage Increase (volume) means the additional billable volume of water metered from the CLIENT's water distribution system, in volumetric units (kgals, ccf, or other), that will be calculated under the Measurement and Verification Plan for each year of the Performance Guarantee Period. The calculation will be based on the difference between the Baseline Billable Usage and the Measured Billable Usage. (For details, see Section 4.2.1 of this Exhibit C)

Measured Revenue Increase (\$) means the additional billable revenue, in dollars, that will be calculated under the Measurement and Verification Plan for each year of the Performance Guarantee Period. The calculation will be based on the Measured Usage Increase billed at the Contract Water Rates. (For details see Section 4.2.1 of this Exhibit C)

Expected Usage Increase (volume) means the additional billable volume metered through the CLIENT's water distribution systems, in kgals, ccf or other, that is expected to be metered as a result of the installation of the new AMI/AMR System. The calculation will be based on the difference between the Baseline Billable Usage and the Expected Billable Usage. (For details see Section 1.1 of this Exhibit C)

Expected Revenue Increase (\$) means the additional billable revenue, in dollars, that is expected to result from the Expected Usage Increase billed at the Contract Water Rates. (For details see Section 1.2 of this Exhibit C).

Contract Water Rates mean stipulated water and sewer rates during the Performance Guarantee Period. The Contract Water Rates for each year of the Performance Guarantee Period are shown in Table 6.1.

- 1.1 Table 1.1 shows the CLIENT'S Expected Usage Increase for each year of the Performance Guarantee Period. While actual consumption may vary in each Performance Guarantee Period, the Expected Usage Increase is calculated based on Adjusted Baseline Consumption and the expectation that the new replacement meters under this Agreement will be accurate as guaranteed. Guaranteed Meter Accuracy of the meters during each year of the Performance Guarantee Period is shown in Table 1.1, Col. 2.

Table 1.1 – Meter Accuracy Guarantee and Expected Usage Increase (Volume) along with Guaranteed Energy Units

Performance Guarantee Period	Guaranteed Meter Accuracy	Expected Usage Increase (volume) (Gals)	Electric Energy Saved (kWh)
Annual Period 1	98.5%	3,466,106	841,183
Annual Period 2	98.5%	3,585,627	841,183
Annual Period 3	98.5%	3,705,148	841,183
Annual Period 4	98.5%	3,824,669	841,183
Annual Period 5	98.5%	3,944,190	841,183
Annual Period 6	98.5%	4,063,711	841,183
Annual Period 7	98.5%	4,183,232	841,183
Annual Period 8	98.5%	4,302,753	841,183
Annual Period 9	98.5%	4,422,274	841,183
Annual Period 10	98.5%	4,541,794	841,183
Annual Period 11	98.5%	4,661,315	841,183
Annual Period 12	98.5%	4,780,836	841,183
Annual Period 13	98.5%	4,900,357	841,183
Annual Period 14	98.5%	5,019,878	841,183
Annual Period 15	98.5%	5,139,399	841,183
TOTAL	98.5%	64,541,290	12,617,745

Table 1.2 shows the Expected Revenue Increase in dollars for each year of the Performance Guarantee Period. These values are calculated by multiplying the Expected Usage Increase shown in Table 1.1 by the Contract Water Rates (see Table 6.1, including the stipulated Escalation Rates found in that Table).

- 1.2 Table 1.2 shows the CLIENT'S Operational Savings. The basis and methods of determining Operational Savings are described in detail in the Article 4.

Table 1.2 – Total Guaranteed Expected Revenue Increase and Guaranteed Energy and Operational Savings

Year	Expected Revenue Increase (\$)	Energy/Utility Savings (\$)	Operational Savings (\$)	Total Savings (\$)
1	\$899,619	\$73,512	\$9,405	\$982,536
2	\$930,641	\$73,512	\$9,687	\$1,013,840
3	\$961,662	\$73,512	\$9,978	\$1,045,152
4	\$992,683	\$73,512	\$10,277	\$1,076,472
5	\$1,023,705	\$73,512	\$10,585	\$1,107,802
6	\$1,054,726	\$75,717	\$10,903	\$1,141,346

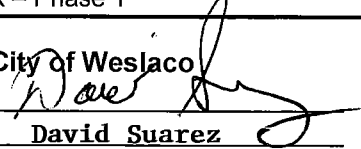
Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

7	\$1,085,747	\$77,989	\$11,230	\$1,174,966
8	\$1,284,752	\$80,329	\$11,567	\$1,376,648
9	\$1,320,440	\$82,738	\$11,914	\$1,415,092
10	\$1,356,128	\$85,221	\$12,271	\$1,453,620
11	\$1,391,815	\$87,777	\$12,640	\$1,492,232
12	\$1,427,503	\$90,410	\$13,019	\$1,530,932
13	\$1,463,190	\$93,123	\$13,409	\$1,569,722
14	\$1,498,878	\$95,916	\$13,812	\$1,608,606
15	\$1,534,565	\$98,794	\$14,226	\$1,647,585
TOTALS	\$18,226,054	\$1,235,575	\$174,923	\$19,636,552

- 1.3 SIEMENS cannot and does not predict fluctuations in water and sewer rates. Therefore, the CLIENT and SIEMENS agree that the Expected Revenue Increase for each Annual Period will be calculated by multiplying the Expected Usage Increase, in kgals, ccf or other, by the Annual Period's stipulated water and sewer rates, including Escalation Rates shown in Table 6.1, and not the Annual Period's actual water and sewer rates.
- 1.4 SIEMENS GUARANTEES THE ACCURACY OF THE WATER METERS. THE GUARANTEED ACCURACIES ARE SHOWN IN TABLE 1.1. NOTHING HEREIN SHALL BE CONSTRUED AS A GUARANTEE THAT THE INCREASE IN ACCURACY OF THE WATER METERS WILL RESULT IN AN INCREASE IN THE CLIENT'S ACTUAL WATER REVENUES. Increased meter accuracy will enable the CLIENT to bill for water and sewer consumption which would otherwise not have been measured. However, actual revenues derived from metered water and sewer consumption depend on several variables which are not within SIEMENS' control, including variations in actual water and sewer rates, variations in overall consumption by the clients of the CLIENT, and weather conditions.
- 1.5 For the water meters installed under this contract, the determination of the annual weighted average accuracy of the test sample will follow current best practices, in accordance with IPMVP (International Performance Measurement & Verification Protocol) and as proscribed by FEMP (Federal Energy Management Program) Guidelines and the AWWA Manual of Practice M6, unless otherwise agreed by the Parties. For meter types not addressed by the AWWA standards, the AWWA testing guidelines for positive displacement meters will be used.

By signing below, this Exhibit C, comprised of 43 pages plus Appendices, is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

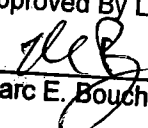
Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

CLIENT: City of Weslaco
Signature: 
Title: MAYOR
Date: 11/21/17

SIEMENS: Siemens Industry, Inc.
Signature: 
Printed Name: _____
Title: Peter Kamps
Vice President
Date: Finance & Business Administration

NAME: 
TITLE: Dana Soukup
Sr. Vice President
DATE: Field Operations, BT Ame

Approved By Legal


Marc E. Bouchard

Article 2: Measurement and Verification Options

- 2.1 Measurement and Verification (“M&V”) Options: There are five options to measure and verify energy/utility Savings: Option A - Retrofit Isolation: Key Parameter Measurement; Option B - Retrofit Isolation: All Parameter Measurement; Option C - Whole Facility; Option D – Calibrated Simulation; and Option E - Stipulated. Options A through D are part of the IPMVP. Option E-Stipulated is based on industry-accepted engineering standards and is the Option used for calculating Operational Savings.

Option A - Retrofit Isolation: Key Parameter Measurement. Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the Facility Improvement Measures (FIMs) affected system(s) and/or the success of the Project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required. The plausible savings error arising from estimation rather than measurement is evaluated. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option B – Retrofit Isolation: All Parameter Measurement. Savings are determined by field measurement of the energy use of the FIM-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option C - Whole Facility: Savings are determined by measuring energy use at the whole Facility or sub-Facility level. Continuous measurements of the entire Facility's energy use are taken throughout the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option D - Calibrated Simulation: Savings are determined through simulation of the energy use of the whole Facility, or of a sub-Facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the Facility. This Option usually requires considerable skill in calibrated simulation. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option E – Stipulated: Savings are established through mutual agreement of the CLIENT and SIEMENS. This option is the method of measurement and verification applicable to FIMS consisting either of Operational Savings or where the end use capacity or operational efficiency; demand, energy consumption or power level; or manufacturer's measurements, industry standard efficiencies or operating hours are known in advance, and used in a calculation or analysis method that will stipulate the outcome. Both CLIENT and SIEMENS agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology the Savings stipulated will be achieved upon completion of the FIM and no further

measurements or calculations will be performed during the Performance Guarantee Period. If applicable, the methodology and calculations to establish Savings value will be defined in Section 4.6 of this Exhibit C.

2.2 Table 2.1 below summarizes the first Annual Period's Expected Revenue Increase based on Guaranteed Meter Accuracy (See Article 1, Tables 1.1 and 1.2) using the applicable Measurement and Verification Options.

Table 2.1 – Expected Revenue Increase and Operational Savings for First Annual Period by Option

FIM	Energy/Utility Savings \$						Operational Savings \$	Total Savings \$
	Measurement and Verification Options						E Stipulated	
	A Retrofit Isolation: Key Parameter Measurement	B Retrofit Isolation: All Parameter Measurement	C Whole Facility	D Calibrated Simulation	E Stipulated	Total Energy/Utility Savings		
Water Meters/AMI	\$899,619	\$0	\$0	\$0	\$0	\$899,619	\$0	\$899,619
HVAC Armor	\$6,354	\$0	\$0	\$0	\$0	\$6,354	\$875	\$7,229
HVAC Replacements	\$3,961	\$0	\$0	\$0	\$0	\$3,961	\$1,250	\$5,211
Lighting	\$49,338	\$0	\$0	\$0	\$0	\$49,338	\$6,380	\$55,718
Traffic Signals	\$13,859	\$0	\$0	\$0	\$0	\$13,859	\$900	\$14,759
TOTAL		\$0	\$0	\$0	\$0	\$973,131	\$9,405	\$982,536

2.3 Table 2.2 identifies the source of Operational Savings defined and quantified by both SIEMENS and the CLIENT. SIEMENS and the CLIENT agree that such amounts are Stipulated Savings, and that they have been based on the CLIENTS affirmation. **OPERATIONAL SAVINGS SHALL NOT BE MEASURED OR MONITORED DURING THE PERFORMANCE GUARANTEE PERIOD.**

Table 2.2 - Source of Operational Savings

FIM	Description	First Year Savings	# of Annual Periods Savings Are Applied	Annual Period Savings Begin
Water Meters/AMI	There are no operational savings for this FIM	\$0	15	1
HVAC Armor	O&M savings based on extended life of existing equipment and fewer maintenance service calls.	\$875	15	1
HVAC Replacements	O&M savings based on new equipment so City will not need to pay for parts or repairs that are covered under warranty.	\$1,250	15	1
Lighting	O&M savings based on new lights so City will not need to pay for material or replacements that are covered under warranty.	\$6,380	15	1
Traffic Signals	O&M savings based on new lights so City will not need to pay for material or replacements that are covered under warranty.	\$900	15	1

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

FIM	Description	First Year Savings	# of Annual Periods Savings Are Applied	Annual Period Savings Begin
Total		\$9,405	15	1

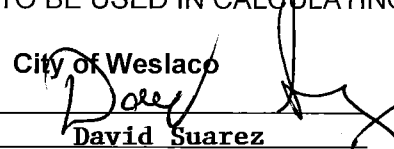
The Escalation Rate applicable to the Operational Savings is 3.0%

2.4 SIEMENS has explained to the CLIENT and the CLIENT has satisfied itself as to how Operational Savings are incorporated into the Annual Savings.

2.5 The Annual Escalation Rate applicable to the Operational Savings is 3%.

BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE REVIEWED THE INCLUDED MEASUREMENT AND VERIFICATION OPTIONS AND THEIR APPLICATION TO BE USED IN CALCULATING SAVINGS UNDER THE AGREEMENT.

CLIENT: City of Weslaco

Signature: 

Printed Name: David Suarez

Title: MAYOR

Date: 11/21/17

SIEMENS: Siemens Industry, Inc.

Signature: 

Printed Name: Dana Soukup

Title: Sr. Vice President

Date: Field Operations, BT Americas

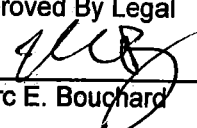
NAME: 

TITLE: Peter Kamps

Vice President

DATE: Finance & Business Administration

Approved By Legal


Marc E. Bouchard

Article 3: Performance Guarantee Period Responsibilities of the CLIENT

In addition to the CLIENT'S responsibilities under Article 6 of the Agreement, this Article details the responsibilities of the CLIENT in connection with the management and administration of the Performance Guarantee.

- 3.1 The CLIENT will provide a representative at each Facility to coordinate work and provide required data described below.
- 3.2 The CLIENT will provide SIEMENS with accurate operating information as defined below and in the Contracted Baseline Article 7 of this Exhibit C during each Annual Period, and/or within thirty (30) days of any Material Change that may increase or decrease water usage.
 - a) Annually provide monthly database records of meter information including but not limited to meter install date, accumulated consumption per meter, monthly water consumption per meter, meter size, meter serial number and address. This information shall be used for the sole purposes of this Agreement. This information must be provided within thirty (30) days of the end of each Annual Period.
 - b) Annually provide a list of any meter or register change-outs that have been made in that year, including the old register reading (total volume of water through the meter) at the time of the change-out. This information will be used for warranty tracking.
 - c) Annually provide accumulated consumption per meter, meter serial number, and meter address one hundred twenty (120) days prior to the end of the Annual Period.
 - d) If requested by SIEMENS, annually provide copies of all water and sewer rate schedules used for billing during the previous 12 month period if changed from the previous year.
 - e) If requested by SIEMENS, annually provide monthly purchased, pumped, and/or distributed water volumes from the water plant records.
 - f) If requested by SIEMENS, annually provide the most recent copy of the Water Quality Report for all water produced and used by the metering system.
- 3.3 CLIENT will assist with the meter testing including:
 - Providing a electronic database in Microsoft Excel or 'csv' format of all meters installed in the system,
 - Providing access, notification and scheduling of test meter replacements
- 3.4 CLIENT will provide SIEMENS with access to the AMI/AMR Meter Data Management System on a quarterly basis for the first year of the contract and meet with SIEMENS representatives to review the operation of the system when SIEMENS deems necessary.
- 3.5 CLIENT must maintain water quality at or above the levels in the attached Appendix 6 Water Quality Report for each year of the M&V period. If a meter shows evidence of poor water quality or debris as determined by a third party laboratory, the accuracy guarantee for that meter will be void. The accuracy results for this meter will be removed from the sample and the weighted average accuracy for the sample will be recalculated. Additional testing may be required

to obtain the appropriate sample size per AWWA and FEMP guidelines. It will be the responsibility of the CLIENT to correct the water quality and/or debris issue.

- 3.6 CLIENT shall ensure all replacement lamps and ballast meet or exceed product efficiency specifications of original installed equipment. CLIENT is responsible for providing labor for replacing lamps, ballasts, and fixtures during the warranty period and after the Construction Period. Materials will be covered under warranty as described in the lighting operational and maintenance manuals. CLIENT will be responsible for all labor and material after the warranty period expires.
- 3.7 CLIENT to provide SIEMENS an electronic report of 'zero read' meters on a monthly basis sorted by address. This report can be emailed to SIEMENS performance assurance staff directly from AMI system.
- 3.8 CLIENT is responsible for shipping costs to the meter manufacture for any meters associated with a warranty claim.
- 3.9 CLIENT is responsible for any meter or AMI repairs and replacements due to vandalism or damage caused by a third party other than SIEMENS.
- 3.10 CLIENT is responsible for keeping AMI and billing software up to date with accurate data related to any changes made to meter data or billing data associated with the water metering system.

Article 4: Measurement and Verification Plan

The following information is applicable to this Agreement:

- Article 4.1 General Overview
- Article 4.2 Option A - Retrofit Isolation: Key Parameter Measurement
- Article 4.3 Option B - Retrofit Isolation: All Parameter Measurement
- Article 4.4 Option C - Whole Facility
- Article 4.5 Option D - Calibrated Simulation
- Article 4.6 Option E – Stipulated-Energy/Utility Savings

4.1 General Overview –

The purpose of the Measurement and Verification (M&V) Plan is to identify the methods, measurements, procedures and tools that will be used to verify the Savings for each FIM which has energy/utility Savings. Savings are determined by comparing prior usage, consumption or efficiencies (defined as the “Baseline”) against the post-FIM implementation usage, consumption or efficiencies. The Baseline usage, consumption or efficiencies are described in this Exhibit C, Article 5. The post-FIM implementation usage, consumption or efficiencies is defined as the Contracted Baseline and are described in this Exhibit C, Article 7.

4.2 Option A - Retrofit Isolation: Key Parameter Measurement

4.2.1 Meter Replacements

The Performance Guarantee applicable to this FIM and to the M&V process for this FIM is an accuracy guarantee for the new meters. A new, residential water meter will mechanically wear in response to two primary factors: the amount of cumulative water and age. Meters with greater amounts of cumulative water measured at any given time are likely to be less accurate than meters with lower accumulated reading due to increased wear accompanying the increased amount of measured water. Age and water quality are also contributing factors in meter accuracy.

Meter testing will be performed on a sampling of residential meters to confirm that the installed meters maintain the guaranteed level of accuracy, as provided in the Guaranteed Meter Accuracy Table 1.1 and Table 7.2 – Guaranteed Meter Accuracy. Measured Meter Accuracy will be determined based on a sample population of the installed meters according to AWWA and FEMP guidelines and as described below.

Annually, throughout the Performance Guarantee Period, the CLIENT will provide a list of baseline meters in electronic format (csv or xls).

Testing will occur annually during the Performance Guarantee Periods annually, at which time SIEMENS will remove, replace and test a sample of these meters for accuracy.

The accuracy tests will be based on AWWA standards for testing residential water meters per AWWA Manual M6. For meters types not addressed by the AWWA testing standards, AWWA testing guidelines for positive displacement meters will be followed. The formulation for that testing is as follows:

For a true test of a water meter at all flow rates, AWWA standards recommend first testing low, medium, and high flow rates and then calculating the aggregate meter accuracy by weighted formula. The three test points (High, Med, and Low flow) are weighted 15%, 70%, and 15%. The formula for meter accuracy is as follow:

$$\begin{aligned} & (15\% \times \text{Measured Meter Accuracy @ High flow}) \\ & + (70\% \times \text{Measured Meter Accuracy @ Medium flow}) \\ & + (15\% \times \text{Measured Meter Accuracy @ Low flow}) \\ & \text{Average Weighted Accuracy of the Meter*} \end{aligned}$$

(*reference: AWWA Meter Manual M6, Fourth Edition; pg 60, "Meter Testing")

The tested meters will be subsequently returned to the CLIENT for use as future maintenance replacements, reactivations, or for new customer accounts if the tested condition is within acceptable meter performance parameters as determined by SIEMENS. The meters that do not pass the accuracy test, nor have evidence of scoring, and do not have cumulative flows in excess of the meter manufacturer's warranty will be returned to the manufacturer for repair under warranty and then returned to the CLIENT's inventory.

The sample size for Measured Meter Accuracy will consider the 5/8", 1", 1.5" and 2" meters as one aggregated population and will be determined based on FEMP guidelines for sample size determination using a minimum confidence and precision of 80% and 20%, respectively, with the overall population sample size not to exceed 11 meters. Each sample meter will be selected using a random number generator that arbitrarily selects accounts from the Baseline meter account list.

In the event that the Measured Meter Accuracy is below the Guaranteed Meter Accuracy, SIEMENS will conduct a review of the test data.

If further analysis of the failed meters show signs of scoring from particles or debris or accumulation of deposits as determined by third party laboratory, then the tests results for those meters will be removed from the average and the CLIENT will be responsible for replacements of the affected meters. If the meters fail due to volumes in excess of the manufacturer's warranty limits, the test results will be removed from the average and the CLIENT will be responsible for meter replacement.

If, after these meters have been removed from the average, the average tested meter accuracy of the first round of testing is below the Guaranteed Meter Accuracy as defined in Table 7.2 – Guaranteed Meter Accuracy, then at SIEMENS' expense, an additional round of testing may be conducted.

If the additional testing is performed and SIEMENS determines that the results do not prove to be equal or greater than the Guaranteed Meter Accuracy, SIEMENS may discontinue the testing and accept the financial responsibility as calculated in the reconciliation M&V report.

The calculation of Measured Revenue Increase will be based on the Adjusted Baseline Consumption and Contract Water Rates and will be the difference between the Measured Revenue Increase (see Article 4, Section 4.2.2) and the Expected Usage

Increase (see Article 1, Table 1.1) for the relevant Annual Period. For the meters that tested below the manufacturers warranted accuracy range, SIEMENS will assist CLIENT with obtaining replacement meters through the warranty process with the meter manufacturer.

Calculation of Measured Usage Increase

The Adjusted Baseline Consumption is the water that would have been measured by the existing meters during the baseline year, had the meters been 100% accurate. It is calculated by dividing the Baseline Consumption by the Tested Baseline Meter Accuracy.

Example Calculation of Adjusted Baseline Consumption

Baseline Consumption = 90,000 kgals
Tested Actual Meter Accuracy = 90%
Adjusted Baseline Consumption = $90,000 \text{ kgals} / 90\% = 100,000 \text{ kgals}$

The Measured Usage Increase for each Annual Period will be calculated as the difference between the Baseline Billable Usage and the Measured Billable Usage. Baseline Billable Usage is calculated by multiplying the Adjusted Baseline Consumption by the Baseline Meter Accuracy as shown in Table 5.7.

Example Calculation of Baseline Billable Usage:

Adjusted Baseline Consumption = 100,000 kgals
Baseline Meter Accuracy – Year 1 = 90%
Baseline Billable Usage – Year 1 = $100,000 \times 0.90 = 90,000 \text{ kgals}$

Measured Billable Usage will be calculated by multiplying the Adjusted Baseline Consumption by the average tested meter accuracy for that Performance Period (i.e., Measured Meter Accuracy).

Example Calculation of Measured Billable Usage

Adjusted Baseline Consumption = 100,000 kgals
Average Tested Meter Accuracy – Year 1 = 99%
Measured Water with New Meters – Year 1 = $100,000 \times 0.99 = 99,000 \text{ kgals}$

The Measured Usage Increase for an Annual Period is the difference between the Baseline Billable Usage and the Measured Billable Usage for the same Annual Period. In the example above, the Measured Usage Increase Volume is 9,000 kgals.

Example Calculation for Measured Usage Increase

Baseline Billable Usage – Year 1 = $100,000 \text{ kgal} \times 90\% = 90,000 \text{ kgal}$
Measured Billable Usage – Year 1 = $100,000 \text{ kgal} \times 99\% = 99,000 \text{ kgal}$
Measured Usage Increase = $99,000 \text{ kgal} - 90,000 \text{ kgal} = 9,000 \text{ kgal}$

The Measured Revenue Increase for an Annual Period is calculated by multiplying the Measured Usage Increase by the Contract Water Rate for that Annual Period.

Example Calculation of Measured Revenue Increase:

Contract Water Rate – Year 1 (\$/kgal) = \$5.00 \$/kgal
Measured Revenue Increase = 9,000 kgal x \$5/kgal = \$45,000

Typically, sewer charges are included in the Contract Water Rates and are directly calculated based on water usage. Where applicable, any sewerage revenue associated with the Measured Billable Usage Increase Revenue will be included in the calculation.

4.2.2 HVAC Armor

Location(s): Terminal, Customs Building, Public Works/PFA Building, Fire Station #2, City Hall, Parks Office, Weslaco Service Center, Tower Theatre, Library Annex, Library, Mayor Eugene Braught Theatre, Police Substation, Fire Administration Bldg, Water Treatment Plant

Overview:

This FIM increases the efficiency of the condensing units by cleaning the condenser coils and applying a corrosion inhibiting coil coating that also increases heat transfer. A reduction in condensing unit power draw will result in improved operating efficiency and reduced energy consumption.

Energy savings are determined by measuring Baseline and post-installation condenser unit demand (kW) and calculating consumption savings (kWh). Measured condenser kW will be used to determine the improvement in the unit's efficiency (EER). Pre and post wattage of the condenser will be measured at time of installation to confirm the engineering savings calculations. These units are heat pumps and run all months of the year. The estimated annual run times are listed in Article 5.

Changes in facility use due to new construction, extended or contracted operating schedules, occupancy, or changes in functionality will change energy consumption and require adjustments to the usage predicted by the Baseline models. The Annual Performance Assurance Report will document changes in conditions that may affect Savings persistence.

CLIENT shall ensure units are properly maintained according to the manufacturer's recommendation. CLIENT will be responsible for all labor and material after the warranty period expires.

Pre-Retrofit Measurement\Calculations:

$kW_{Pre, CO}$ = Pre-retrofit electric demand of the condenser measured one-time during installation

$$EER_{pre} = Tons_{pre} * 12,000 \text{ BTU/Ton} / (kW_{Pre, CO} + kW_E + kW_{CP}) / 1,000 \text{ kW/MW}$$

$$\text{kWh}_{\text{pre}} = \text{Tons}_{\text{pre}} * \text{EFLH}_{\text{pre}} * 12,000 \text{ BTU/Ton} / (\text{EER}_{\text{pre}} * 1,000 \text{ kW}_{\text{MW}})$$

Where:

Tons_{pre} = Pre-retrofit manufacturer's net cooling capacity of the unit, per Table 4.2.4.1

EFLH_{pre} = Pre-retrofit annual equivalent full load hours of operation for the unit, per Table 4.2.4.1

EER_{pre} = Pre-retrofit manufacturer's efficiency rating of the unit

Table 4.2.4.1 – Pre-retrofit Operating Parameters

Building	EFLH	Net Cooling Capacity	Condenser Fan	Evap Fan	Compressor
	Hours/yr	Tons	kW _{Pre, CO}	kW _E	kW _{CP}
Terminal	3,697	7.63	Measured	1.13	7.23
Customs Building	3,721	3.03	Measured	0.45	2.93
Customs Building	3,715	3.04	Measured	0.45	2.92
Customs Building	3,721	3.03	Measured	0.45	2.93
PFA Bldg	3,727	20.19	Measured	3.00	19.62
PFA Bldg	3,673	12.80	Measured	1.88	11.88
PFA Bldg	3,734	4.03	Measured	0.60	3.94
PFA Bldg	3,727	5.05	Measured	0.75	4.90
Fire Station #2	3,715	4.05	Measured	0.60	3.90
Fire Station #2	3,715	5.06	Measured	0.75	4.87
Fire Station #2	3,755	3.01	Measured	0.45	2.99
City Hall	3,715	2.53	Measured	0.38	2.44
City Hall	3,715	2.53	Measured	0.38	2.44
City Hall	3,715	3.04	Measured	0.45	2.92
Office	3,800	3.47	Measured	0.53	3.57
Service Center	3,740	2.01	Measured	0.30	1.98
Service Center	3,715	5.06	Measured	0.75	4.87
Service Center	3,715	5.06	Measured	0.75	4.87
Tower Theater	3,691	5.10	Measured	0.75	4.80
Library Annex	3,715	5.06	Measured	0.75	4.87
Library Annex	3,697	4.07	Measured	0.60	3.86
Library	3,715	8.10	Measured	1.20	7.79
Library	3,715	6.08	Measured	0.90	5.85
Library	3,715	8.10	Measured	1.20	7.79
Library	3,715	6.08	Measured	0.90	5.85
Library	3,703	5.08	Measured	0.75	4.84
Library	3,703	5.08	Measured	0.75	4.84
Library	3,703	5.08	Measured	0.75	4.84

Library	3,703	5.08	Measured	0.75	4.84
Library	3,715	2.03	Measured	0.30	1.95
Mayor Eugene Braught Theater	3,691	7.64	Measured	1.13	7.20
Mayor Eugene Braught Theater	3,740	7.54	Measured	1.13	7.41
Mayor Eugene Braught Theater	3,740	7.04	Measured	1.05	6.92
Police Substation	3,715	4.05	Measured	0.60	3.90
Police Substation	3,715	5.06	Measured	0.75	4.87
Fire Administration Building	3,673	7.68	Measured	1.13	7.13
Water Treatment Plant	3,762	3.04	Measured	0.45	2.92
Water Treatment Plant	3,762	7.63	Measured	1.13	7.20
Water Treatment Plant	3,762	7.63	Measured	1.13	7.20
Water Treatment Plant	3,762	10.20	Measured	1.54	9.84
Water Treatment Plant	3,762	10.20	Measured	1.54	9.84

Post-Retrofit Measurement/Calculations:

$kW_{Post, CO}$ = Post-retrofit electric demand of the condenser measured one-time during installation

$$EER_{post} = Tons_{post} * 12,000 \text{ BTU/Ton} / (kW_{Post, CO} + kW_E + kW_{CP}) / 1,000 \text{ kW/MW}$$

$$kWh_{post} = Tons_{post} * EFLH_{post} * 12,000 \text{ BTU/Ton} / (EER_{post} * 1,000 \text{ kW/MW})$$

Where:

$Tons_{post}$ = Post-retrofit manufacturer's net cooling capacity of the unit, per Table 4.2.4.2

$EFLH_{post}$ = Post-retrofit annual equivalent full load hours of operation for the unit, per Table 4.2.4.2

EER_{post} = Post-retrofit manufacturer's efficiency rating of the unit

Table 4.2.4.2 – Post-retrofit Operating Parameters

Building	EFLH	Net Cooling Capacity	Condenser Fan	Evap Fan	Compressor
	Hours/yr	Tons	$kW_{Post, CO}$	kW_E	kW_{CP}
Terminal	3,583	7.87	Measured	1.13	7.23
Customs Building	3,605	3.13	Measured	0.45	2.93
Customs Building	3,600	3.14	Measured	0.45	2.92
Customs Building	3,605	3.13	Measured	0.45	2.93
PFA Bldg	3,611	20.84	Measured	3.00	19.62
PFA Bldg	3,561	13.21	Measured	1.88	11.88
PFA Bldg	3,616	4.16	Measured	0.60	3.94
PFA Bldg	3,611	5.21	Measured	0.75	4.90
Fire Station #2	3,600	4.18	Measured	0.60	3.90
Fire Station #2	3,600	5.23	Measured	0.75	4.87

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

Fire Station #2	3,635	3.10	Measured	0.45	2.99
City Hall	3,600	2.61	Measured	0.38	2.44
City Hall	3,600	2.61	Measured	0.38	2.44
City Hall	3,600	3.14	Measured	0.45	2.92
Office	3,677	3.58	Measured	0.53	3.57
Service Center	3,622	2.08	Measured	0.30	1.98
Service Center	3,600	5.23	Measured	0.75	4.87
Service Center	3,600	5.23	Measured	0.75	4.87
Tower Theater	3,577	5.26	Measured	0.75	4.80
Library Annex	3,600	5.23	Measured	0.75	4.87
Library Annex	3,583	4.20	Measured	0.60	3.86
Library	3,600	8.36	Measured	1.20	7.79
Library	3,600	6.27	Measured	0.90	5.85
Library	3,600	8.36	Measured	1.20	7.79
Library	3,600	6.27	Measured	0.90	5.85
Library	3,589	5.24	Measured	0.75	4.84
Library	3,589	5.24	Measured	0.75	4.84
Library	3,589	5.24	Measured	0.75	4.84
Library	3,589	5.24	Measured	0.75	4.84
Library	3,600	2.09	Measured	0.30	1.95
Mayor Eugene Braught Theater	3,577	7.89	Measured	1.13	7.20
Mayor Eugene Braught Theater	3,622	7.79	Measured	1.13	7.41
Mayor Eugene Braught Theater	3,622	7.27	Measured	1.05	6.92
Police Substation	3,600	4.18	Measured	0.60	3.90
Police Substation	3,600	5.23	Measured	0.75	4.87
Fire Administration Building	3,561	7.92	Measured	1.13	7.13
Water Treatment Plant	3,600	3.14	Measured	0.45	2.73
Water Treatment Plant	3,577	7.89	Measured	1.13	6.72
Water Treatment Plant	3,583	7.87	Measured	1.13	6.75
Water Treatment Plant	3,489	10.80	Measured	1.50	9.20
Water Treatment Plant	3,489	10.78	Measured	1.54	9.18

Savings Calculations:

Energy Savings (kWh/yr):

$$\text{kWh}_S = \text{kWh}_{\text{pre}} - \text{kWh}_{\text{post}}$$

Where:

$$\text{kWh}_S = \text{Total annual electric savings (kWh/yr)}$$

Cost Savings (\$/yr):

$$\$_S = \text{kWh}_S * \$/\text{kWh}$$

Where:

$$\$_S = \text{Total annual cost savings}$$

\$/kWh = blended unit price for electricity at each location as per Article 6 of this Exhibit C

4.2.3 HVAC Replacements

Location(s): Public Works/PFA Building, Fire Station #3, City Hall, Parks Office, Weslaco Service Center, Tower Theatre, Fire Marshal Office, Office Building at Tower Theatre, Fire Administration Bldg

Overview:

Replacement of the existing HVAC units with new high efficiency units will reduce electrical consumption. Verification of the electric savings will be based on the HVAC units' post-retrofit efficiency as stated by the equipment manufacturer.

Changes in Facility use due to new construction, extended or contracted operating schedules, occupancy, or changes in functionality, will change energy consumption and require adjustments to the pre-retrofit Baseline models. The Annual Performance Assurance Report will document changes in conditions that may affect Savings persistence.

Pre-Retrofit Measurement\Calculations:

$$\text{kWh}_{\text{pre}} = \text{Hours} * \text{Tons} * (12,000 \frac{\text{BTU}}{\text{Ton}} / (\text{SEER} * 1,000 \frac{\text{W}}{\text{kW}}))$$

Where:

kWh_{pre} = Pre-retrofit energy consumption of existing HVAC units, per Table 4.2.5.1

Hours = annual operating hours, per Table 4.2.5.1

Tons = cooling unit output from manufacturer data (Tons), per Table 4.2.5.1

SEER_{pre} = Seasonal efficiency of the existing HVAC equipment

Table 4.2.5.1 – Pre-retrofit Operating Parameters

Building Description	Annual Operating Hours (Hours)	Size (Tons)	Seasonal Efficiency (SEER _{pre})	Pre-Retrofit Electric Consumption (kWh _{pre})
PFA Bldg	3,918	2.5	10	11,754
Fire Station #3	3,795	4	10	18,216
City Hall	4,167	3	12	12,501
Office	3,008	3	10	10,829
Service Center	4,518	7.5	11	36,965
Tower Theater	4,518	4	10	21,686
Fire Marshal Office	3,008	7.5	10	27,072
Fire Marshal Office	3,008	2.5	10	9,024
Fire Marshal Office	3,008	5	10	18,048
Office Building @ Tower Theater	3,008	3.5	10	12,634
Fire Administration Building	3,008	7.5	10	27,072

Post-Retrofit Measurement\Calculations:

$$\text{kWh}_{\text{post}} = \text{Hours} * \text{Tons} * (12,000 \frac{\text{BTU}}{\text{Ton}} / (\text{SEER}_{\text{Post}} * 1,000 \frac{\text{W}}{\text{kW}}))$$

Where:

kWh_{post} = Post-retrofit energy consumption of existing HVAC units (kWh/yr)

$SEER_{post}$ = Post-retrofit Seasonal efficiency verified through manufacturer's specification of installed HVAC equipment

Savings Calculations:

Energy Savings (kWh/yr):

$$kWh_S = kWh_{pre} - kWh_{post}$$

Where:

kWh_S = Total annual electric savings (kWh/yr)

Cost Savings (\$/yr):

$$\$_S = kWh_S * \$/kWh$$

Where:

$\$_S$ = Total annual cost savings

$\$/kWh$ = blended unit price for electricity at each location as per Article 6 of this Exhibit C

4.2.4 Lighting LED Efficiency Improvement

Location(s): Airport, Animal Shelter, Mayor Eugene Braught Theatre, City Hall, Fire Administration Bldg, Fire Station #2, Fire Station #3, Library, Library Annex, Valley Nature Center, Public Parking Garage, City Hall, Parks (102 W. 18th St), Parks (1206 E. 6th St), Parks (300 N. Airport Drive), Parks (Harlon Block Park), Parks 201 S. Border Ave), Parks (400 Hidalgo St), Public Works, Wasterwater Treatment North, Waste Water Treatment Plant

Overview:

SIEMENS will retrofit the existing fixtures, lamps, and/or ballasts with more energy-efficient fixtures, lamps, and/or ballasts. SIEMENS will also install occupancy sensor controls in selected locations as per Appendix 7. Verification of electric energy Savings (kWh) achieved by the lighting retrofit shall be based upon a one-time measurement of the lighting power capacity under existing conditions, a one-time measurement of the lighting power capacity upon completion of the lighting retrofit project and agreed-upon annual operating hours. Spot wattage measurements of a random sample of baseline and post-installation fixture types or fixture circuits will be used to establish demand. Sample size for wattage measurements will be determined based on FEMP guidelines for sample size determination, with overall population sample size not to exceed 10% of the retrofit population.

Pre-Retrofit Measurement\Calculations:

$kWh_{pre} = (kW_{pre} * Quantity_{pre} * AOHRs_{pre})_{\text{fixture type "n"}}$, summed across all fixture types = pre-retrofit annual electric consumption (kWh/yr)

Where:

kW_{pre} = Average instantaneous kW based on measurement of a random sample of existing lighting-fixture types

$Quantity_{pre}$ = Count of each fixture-type based on as-built survey

$AOHRs_{pre}$ = Pre-Retrofit Annual Operating Hours, stipulated per Appendix 8

Post-Retrofit Measurement\Calculations:

$kWh_{post} = (kW_{post} * Quantity_{post} * AOHours_{post})_{\text{fixture type "n"}}$, summed across all fixture types = post-retrofit annual kWh

Where:

kW_{post} = Average instantaneous kW based on measurement of a random sample of the installed/retrofitted lighting-fixture types

$Quantity_{post}$ = Count of each fixture-type based on as-built survey

$AOHours_{post}$ = Post-Retrofit Annual Operating Hours, stipulated per Appendix 8

Savings Calculations:

Electric Savings (kWh/yr):

$kWh_S = kWh_{pre} - kWh_{post}$

Where:

kWh_S = annual post-retrofit kilowatt-hour savings from lighting retrofit

Cost Savings (\$/yr):

$\$S = kWh_S * \$/kWh_x$

Where:

$\$/kWh$ = blended unit price for electricity at each location as per Article 6 of this Exhibit C

$\$S$ = Total annual cost savings

4.2.5 Traffic Signals

Location(s): City Wide

Overview:

SIEMENS will retrofit the existing traffic signal light fixtures with more energy-efficient LED lighting fixtures. Verification of electric energy Savings (kWh) will be achieved by one-time calculation of energy reduction using manufacturer's specification of electric demand (kW) and industry stipulated operating hours of each installed post-retrofit fixture type.

Pre-Retrofit Measurement\Calculations:

$$kWh_{pre} = \sum_{n=1}^6 (kW_{pre,n} \times Qty_{pre,n} \times AOH)$$

Summed across all fixture types from listed on Table 4.2.7.1

Where:

kWh_{pre} = Pre-retrofit electric consumption (kWh/yr)

$kW_{pre,n}$ = Pre-Retrofit kW based on manufacturer's specifications of the existing lighting-fixture types

AOH = Annual Operating Hours = 8,760 hours/yr

$Qty_{pre,n}$ = Quantity of pre-retrofit fixtures by type, per Table 4.2.7.1

Table 4.2.7.1 – Pre-retrofit Lighting Fixture Types for Traffic Signals

Fixture Type	Quantity
12" red traffic ball	117
12" yellow traffic ball	105
12" green traffic ball	109
12" yellow arrow	27
12" green arrow	27
hand & person countdown 16"	27

Post-Retrofit Measurement Calculations:

$$kWh_{post} = \sum_{i=1}^6 (kW_{post,i} \times Qty_{post,i} \times AOH)$$

Summed across all fixture types from listed on Table 4.2.7.1

Where:

kWh_{post} = Post-retrofit post-retrofit electric consumption (kWh/yr)

$kW_{post,i}$ = Post-Retrofit kW based on manufacturer's specifications of the installed/retrofitted lighting-fixture types.

$Qty_{Post,i}$ = Quantity of post-retrofit fixtures by type based on post-retrofit as-built

Savings Calculations:

Energy Savings (kWh/yr):

$$kWh_S = kWh_{pre} - kWh_{post}$$

Where:

kWh_S = Total annual electric savings (kWh/yr)

Cost Savings (\$/yr):

$$\$_S = kWh_S * \$/kWh$$

Where:

$\$_S$ = Total annual cost savings

$\$/kWh$ = blended unit price for electricity at each location as per Article 6 of this Exhibit C

- 4.3 **Option B - Retrofit Isolation: All Parameter Measurement:** Not Applicable
- 4.4 **Option C - Whole Facility:** Not Applicable
- 4.5 **Option D – Calibrated Simulation:** Not Applicable
- 4.6 **Stipulated Utility and Operational Savings:** Not Applicable

Article 5: Baseline Data

- 5.1 The year selected as the Baseline Period starts on January 2016 and ends on December 2016. Table 5.1 outlines the Baseline Consumption that occurred during this Baseline Period. This Baseline Consumption will be used as the reference for determining the Adjusted Baseline Consumption as fully described in Article 4.

The following table shows the results of the Baseline Consumption analysis grouped by meter size.

Table 5.1.1 - Baseline Consumption

Meter Size	Annual Baseline Volume (100x Gals)
5/8"	3,863,295
1"	934,478
1.5"	404,996
2"	3,341,536
Total	8,544,305

- 5.2 The performance Baseline used for ongoing comparison of future meter test results is as follows:
- (a) Baseline Period (12 months) – January 2016 to December 2016
 - (b) Specific meter accounts included in the Baseline are attached in Appendix 1.
 - (c) The Baseline meter testing data is included as Appendix 2.
 - (d) Details of annual water volume consumed during the Baseline Period as measured by each tested meter account, and a grand total of water consumed by these accounts are included in Appendix 3. Also included is a tally of the total number of meter accounts by meter size in the baseline survey list. This Baseline remains fixed throughout the Performance Guarantee Period.
 - (e) The CLIENT'S water and sewer billing rate schedules in force during the Baseline Period are shown in Table 6.1
- 5.3 The Baseline Period is chosen using the most recent typical 12 months of continuous data available through the baseline utility billing system.
- 5.4 The data regarding the number of baseline meters and meter sizes during the Baseline Period was obtained from the CLIENT's billing system. That data was then used to estimate Baseline Consumption. SIEMENS is not responsible for the variances, if any, between the data in the CLIENT's billing system and the number or sizes of meters that were used by the CLIENT during the Baseline Period.
- 5.5 SIEMENS does not assume responsibility for loss of water consumption due to declines in installed capability to supply water, population changes, or restrictions enforced by CLIENT or any other 3rd party.

- 5.6 Meter testing was performed on a sampling of meters to provide the Baseline Meter Accuracy for all meters. The meters were tested to AWWA standards.

The CLIENT provided a complete account download of historical data for each metered account including monthly consumption, meter size, meter installation data, meter serial number, billed charges, account number, account ID, etc.

Based on AWWA guidelines for meter sampling and testing, a random sample of the meters were selected, removed from service, and delivered to a third-party testing facility with the results presented in Appendix 2. The accuracy tests will be based on AWWA standards for testing residential water meters per AWWA Manual M6. For a true test of a water meter at all flow rates, AWWA standards recommend first testing low, medium, and high flow rates and then calculating the aggregate meter efficiency by weighted formula. The three test points (High, Med, and Low flow) are weighted 15%, 70%, and 15%. The formula for meter accuracy is as follow:

$$\begin{aligned} & (15\% \times \text{Baseline Meter Accuracy @ High flow}) \\ & + (70\% \times \text{Baseline Meter Accuracy @ Medium flow}) \\ & + (15\% \times \text{Baseline Meter Accuracy @ Low flow}) \\ & \text{Average Weighted Efficiency of the Meter*} \end{aligned}$$

(*reference: AWWA Meter Manual M6, Fourth Edition; pg 60, "Meter Testing")

- 5.7 The Baseline Meter Accuracy is shown in Table 5.7.

Table 5.7.1 - Baseline Meter Accuracy over Project Term

Contract Year	5/8", 1", 1.5", 2"
1	84.00%
2	83.50%
3	83.00%
4	82.50%
5	82.00%
6	81.50%
7	81.00%
8	80.50%
9	80.00%
10	79.50%
11	79.00%
12	78.50%
13	78.00%
14	77.50%
15	77.00%

- 5.8 Applicable codes - Federal, State (Provincial), County or Municipal codes or regulations are applicable to the use and operation of the Facility. SIEMENS will maintain the baseline level of Facility compliance relative to applicable codes. Unless specifically set forth in the Scope of Work and Services, Exhibit A, nothing herein should be construed to require SIEMENS to provide additional work or services in the event that the applicable code or regulation is modified after the Contract Execution Date.
- 5.9 The year selected as the Baseline Period starts on January 2016 and ends on December 2016. Table 5.9 outlines the Baseline Consumption that occurred during this Baseline Period. This Baseline Consumption will be used as the reference for determining the Adjusted Baseline Consumption as fully described in Article 4.

Table 5.9.1 – Baseline Electric Utility Consumption (kWh)

Month	Electric Consumption (kWh)
January	933,178
February	1,024,226
March	997,831
April	1,001,337
May	1,109,974
June	1,145,086
July	1,145,735
August	1,156,177
September	1,044,368
October	1,052,621
November	1,117,187
December	1,141,407
Total	12,869,127

Table 5.9.2 - Baseline for HVAC Replacements

Facility Name	Manuf.	Model #	Serial #	Size (Tons)	Efficiency
Public Works	Trane	2TTB3018A1000AA	7374LAC5F	2.5	10
Fire Station #3	Carrier	38BRC048540	1500E03324	4	10
City Hall	Trane	2TTB2036A1000AA	43454U73F	3	12
Parks Office	Rheem	RAKA-042CAZ	5462FF049907081	3	10
Weslaco Service Center	Rheem	RAWD-090CAZ	7002F180405605	7.5	11
Tower Theater	Rheem	RAKB-048JAZ	6954 M260515561	4	10
Fire Marshal Office	(missing)	(missing)	(missing)	7.5	10

Fire Marshal Office	Rheem	RAKA-030JAZ	6908F420305 298	2.5	10
Fire Marshal Office	Goodman	CK60-1C	9808500196	5	10
Office Building @ Tower Theater	Ruud	UAKA-042JAZ	5461F180216 930	3.5	10
Fire Administration Building	Trane	(missing)	(missing)	7.5	10

Article 6: Utility Structures and Escalation Rates

6.1 Utility costs used for Savings calculations will be based on the utility rates and rate escalation percentages, as provided in the table(s) below. Each escalation rate will be applied annually to the utility rate.

Table 6.1.1 Electricity

Tariff Number or Designation: Varies

Utility Name: Cavallo Energy Texas

Rate Structure: 0.0857 \$ per kWh Facilities
0.0955 \$ per kWh Traffic Signal
N/A \$ per kW

Rate Escalation: 0 % Fixed until 12/31/2022
3 % per Annual Period
starting in 2023

6.2 In order to predict the Baseline and Calculated Billable Usage Increase Revenues, the Client was consulted to determine the mutually-agreed annual rate increase to be used in these calculations. Using the Baseline rate structure included in Appendix 4, the following Table 6.1 was generated to show the Contract Water Rates used in the calculations for the Performance Guarantee Period.

Table 6.2 Contract Water Rates: Water and Sewer Rate Structure Increases over Contract Term (\$/100xGal)

Rate Structures									
Rate Increase Percentage		0%	0%	0%	0%	0%	0%	0%	0%
Item	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	Water - Group 1 - 5/8"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
2	Water - Group 1 - 1"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
3	Water - Group 1 - 1.5"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
4	Water - Group 1 - 2"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
5	Water - Group 2 - 5/8"	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277
6	Water - Group 3 - 5/8"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
7	Water - Group 3 - 1"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

Item	Rate Increase Percentage Description	Rate Structures							
		0% Baseline	0% Year 1	0% Year 2	0% Year 3	0% Year 4	0% Year 5	0% Year 6	0% Year 7
8	Water - Group 3 - 1.5"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
9	Water - Group 3 - 2"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
10	Water - Group 4 - 5/8" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
11	Water - Group 4 - 5/8" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
12	Water - Group 4 - 5/8" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
13	Water - Group 4 - 5/8" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
14	Water - Group 4 - 5/8" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
15	Water - Group 4 - 1" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
16	Water - Group 4 - 1" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
17	Water - Group 4 - 1" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
18	Water - Group 4 - 1" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
19	Water - Group 4 - 1" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
20	Water - Group 4 - 1.5" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
21	Water - Group 4 - 1.5" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
22	Water - Group 4 - 1.5" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
23	Water - Group 4 - 1.5" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
24	Water - Group 4 - 1.5" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
25	Water - Group 4 - 2" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
26	Water - Group 4 - 2" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
27	Water - Group 4 - 2" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
28	Water - Group 4 - 2" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
29	Water - Group 4 - 2" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
30	Water - Group 5 - 2" - Tier 1	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281
31	Water - Group 5 - 2" - Tier 2	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

Item	Rate Increase Percentage Description	Rate Structures							
		0% Baseline	0% Year 1	0% Year 2	0% Year 3	0% Year 4	0% Year 5	0% Year 6	0% Year 7
32	Water - Group 5 - 2" - Tier 3	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313
33	Water - Group 6 - 5/8" - Tier 1	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455
34	Water - Group 7 - 5/8" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
35	Water - Group 7 - 5/8" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
36	Water - Group 7 - 5/8" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
37	Water - Group 7 - 1" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
38	Water - Group 7 - 1" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
39	Water - Group 7 - 1" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
40	Water Group 7 - 1.5" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
41	Water Group 7 - 1.5" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
42	Water Group 7 - 1.5" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
43	Water - Group 7 - 2" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
44	Water - Group 7 - 2" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
45	Water - Group 7 - 2" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
46	Water - Group 8 - 5/8" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
47	Water - Group 8 - 5/8" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
48	Water - Group 8 - 5/8" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
49	Water - Group 8 - 5/8" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
50	Water - Group 8 - 5/8" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
51	Water - Group 8 - 5/8" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
52	Water - Group 8 - 1" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
53	Water - Group 8 - 1" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
54	Water - Group 8 - 1" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

Item	Rate Increase Percentage Description	Rate Structures							
		0% Baseline	0% Year 1	0% Year 2	0% Year 3	0% Year 4	0% Year 5	0% Year 6	0% Year 7
55	Water - Group 8 - 1" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
56	Water - Group 8 - 1" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
57	Water - Group 8 - 1" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
58	Water - Group 8 - 1.5" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
59	Water - Group 8 - 1.5" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
60	Water - Group 8 - 1.5" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
61	Water - Group 8 - 1.5" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
62	Water - Group 8 - 1.5" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
63	Water - Group 8 - 1.5" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
64	Water - Group 8 - 2" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
65	Water - Group 8 - 2" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
66	Water - Group 8 - 2" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
67	Water - Group 8 - 2" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
68	Water - Group 8 - 2" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
69	Water - Group 8 - 2" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
70	Sewer - Group 1 - 5/8"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
71	Sewer - Group 1 - 1"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
72	Sewer - Group 1 - 1.5"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
73	Sewer - Group 1 - 2"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
74	Sewer - Group 2 - 5/8"	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266
75	Sewer - Group 3 - 5/8" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
76	Sewer - Group 3 - 5/8" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
77	Sewer - Group 3 - 5/8" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
78	Sewer - Group 3 - 5/8" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
79	Sewer - Group 3 - 5/8" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

Item	Rate Increase Percentage Description	Rate Structures							
		0% Baseline	0% Year 1	0% Year 2	0% Year 3	0% Year 4	0% Year 5	0% Year 6	0% Year 7
80	Sewer - Group 3 - 1" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
81	Sewer - Group 3 - 1" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
82	Sewer - Group 3 - 1" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
83	Sewer - Group 3 - 1" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
84	Sewer - Group 3 - 1" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
85	Sewer - Group 3 - 1.5" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
86	Sewer - Group 3 - 1.5" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
87	Sewer - Group 3 - 1.5" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
88	Sewer - Group 3 - 1.5" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
89	Sewer - Group 3 - 1.5" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
90	Sewer - Group 3 - 2" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
91	Sewer - Group 3 - 2" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
92	Sewer - Group 3 - 2" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
93	Sewer - Group 3 - 2" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
94	Sewer - Group 3 - 2" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
95	Sewer - Group 4 - 5/8" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
96	Sewer - Group 4 - 5/8" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
97	Sewer - Group 4 - 5/8" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
98	Sewer - Group 4 - 5/8" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
99	Sewer - Group 4 - 5/8" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
100	Sewer - Group 4 - 1" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
101	Sewer - Group 4 - 1" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
102	Sewer - Group 4 - 1" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303

Rate Structures									
Item	Rate Increase Percentage	0%	0%	0%	0%	0%	0%	0%	0%
	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
103	Sewer - Group 4 - 1" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
104	Sewer - Group 4 - 1" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
105	Sewer - Group 4 - 1.5" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
106	Sewer - Group 4 - 1.5" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
107	Sewer - Group 4 - 1.5" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
108	Sewer - Group 4 - 1.5" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
109	Sewer - Group 4 - 1.5" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
110	Sewer - Group 4 - 2" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
111	Sewer - Group 4 - 2" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
112	Sewer - Group 4 - 2" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
113	Sewer - Group 4 - 2" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
114	Sewer - Group 4 - 2" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
115	Sewer - Group 5 - 2" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
116	Sewer - Group 5 - 2" - Tier 2	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961
117	Sewer - Group 5 - 2" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
118	Sewer - Group 5 - 2" - Tier 4	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331
119	Sewer - Group 5 - 2" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303

Rate Structures									
Item	Rate Increase Percentage	0%	0%	0%	0%	0%	0%	0%	0%
	Description	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1	Water - Group 1 - 5/8"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
2	Water - Group 1 - 1"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
3	Water - Group 1 - 1.5"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
4	Water - Group 1 - 2"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
5	Water - Group 2 - 5/8"	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277
6	Water - Group 3 - 5/8"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

Item	Rate Increase Percentage Description	Rate Structures							
		0% Year 8	0% Year 9	0% Year 10	0% Year 11	0% Year 12	0% Year 13	0% Year 14	0% Year 15
7	Water - Group 3 - 1"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
8	Water - Group 3 - 1.5"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
9	Water - Group 3 - 2"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
10	Water - Group 4 - 5/8" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
11	Water - Group 4 - 5/8" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
12	Water - Group 4 - 5/8" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
13	Water - Group 4 - 5/8" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
14	Water - Group 4 - 5/8" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
15	Water - Group 4 - 1" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
16	Water - Group 4 - 1" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
17	Water - Group 4 - 1" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
18	Water - Group 4 - 1" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
19	Water - Group 4 - 1" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
20	Water - Group 4 - 1.5" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
21	Water - Group 4 - 1.5" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
22	Water - Group 4 - 1.5" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
23	Water - Group 4 - 1.5" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
24	Water - Group 4 - 1.5" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
25	Water - Group 4 - 2" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
26	Water - Group 4 - 2" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
27	Water - Group 4 - 2" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
28	Water - Group 4 - 2" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
29	Water - Group 4 - 2" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
30	Water - Group 5 - 2" - Tier 1	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281

Item	Rate Increase Percentage Description	Rate Structures							
		0% Year 8	0% Year 9	0% Year 10	0% Year 11	0% Year 12	0% Year 13	0% Year 14	0% Year 15
31	Water - Group 5 - 2" - Tier 2	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047
32	Water - Group 5 - 2" - Tier 3	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313
33	Water - Group 6 - 5/8" - Tier 1	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455
34	Water - Group 7 - 5/8" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
35	Water - Group 7 - 5/8" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
36	Water - Group 7 - 5/8" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
37	Water - Group 7 - 1" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
38	Water - Group 7 - 1" - Tier 3	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
39	Water Group 7 - 1.5" - Tier 1	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
40	Water Group 7 - 1.5" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
41	Water Group 7 - 1.5" - Tier 3	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
42	Water - Group 7 - 2" - Tier 1	\$8.020	\$8.020	\$8.020	\$8.020	\$8.020	\$8.020	\$8.020	\$8.020
43	Water - Group 7 - 2" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
44	Water - Group 7 - 2" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
45	Water - Group 7 - 2" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
46	Water - Group 8 - 5/8" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
47	Water - Group 8 - 5/8" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
48	Water - Group 8 - 5/8" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
49	Water - Group 8 - 5/8" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
50	Water - Group 8 - 5/8" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
51	Water - Group 8 - 5/8" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
52	Water - Group 8 - 1" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
53	Water - Group 8 - 1" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240

Item	Rate Increase Percentage Description	Rate Structures							
		0% Year 8	0% Year 9	0% Year 10	0% Year 11	0% Year 12	0% Year 13	0% Year 14	0% Year 15
54	Water - Group 8 - 1" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
55	Water - Group 8 - 1" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
56	Water - Group 8 - 1" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
57	Water - Group 8 - 1" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
58	Water - Group 8 - 1.5" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
59	Water - Group 8 - 1.5" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
60	Water - Group 8 - 1.5" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
61	Water - Group 8 - 1.5" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
62	Water - Group 8 - 1.5" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
63	Water - Group 8 - 1.5" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
64	Water - Group 8 - 2" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
65	Water - Group 8 - 2" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
66	Water - Group 8 - 2" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
67	Water - Group 8 - 2" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
68	Water - Group 8 - 2" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
69	Water - Group 8 - 2" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
70	Sewer - Group 1 - 5/8"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
71	Sewer - Group 1 - 1"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
72	Sewer - Group 1 - 1.5"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
73	Sewer - Group 1 - 2"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
74	Sewer - Group 2 - 5/8"	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266
75	Sewer - Group 3 - 5/8" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
76	Sewer - Group 3 - 5/8" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
77	Sewer - Group 3 - 5/8" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
78	Sewer - Group 3 - 5/8" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524

Rate Structures									
Item	Rate Increase Percentage	0%	0%	0%	0%	0%	0%	0%	0%
	Description	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
79	Sewer - Group 3 - 5/8" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
80	Sewer - Group 3 - 1" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
81	Sewer - Group 3 - 1" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
82	Sewer - Group 3 - 1" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
83	Sewer - Group 3 - 1" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
84	Sewer - Group 3 - 1" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
85	Sewer - Group 3 - 1.5" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
86	Sewer - Group 3 - 1.5" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
87	Sewer - Group 3 - 1.5" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
88	Sewer - Group 3 - 1.5" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
89	Sewer - Group 3 - 1.5" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
90	Sewer - Group 3 - 2" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
91	Sewer - Group 3 - 2" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
92	Sewer - Group 3 - 2" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
93	Sewer - Group 3 - 2" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
94	Sewer - Group 3 - 2" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
95	Sewer - Group 4 - 5/8" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
96	Sewer - Group 4 - 5/8" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
97	Sewer - Group 4 - 5/8" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
98	Sewer - Group 4 - 5/8" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
99	Sewer - Group 4 - 5/8" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
100	Sewer - Group 4 - 1" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
101	Sewer - Group 4 - 1" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960

Item	Rate Increase Percentage Description	Rate Structures							
		0% Year 8	0% Year 9	0% Year 10	0% Year 11	0% Year 12	0% Year 13	0% Year 14	0% Year 15
102	Sewer - Group 4 - 1" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
103	Sewer - Group 4 - 1" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
104	Sewer - Group 4 - 1" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
105	Sewer - Group 4 - 1.5" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
106	Sewer - Group 4 - 1.5" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
107	Sewer - Group 4 - 1.5" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
108	Sewer - Group 4 - 1.5" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
109	Sewer - Group 4 - 1.5" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
110	Sewer - Group 4 - 2" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
111	Sewer - Group 4 - 2" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
112	Sewer - Group 4 - 2" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
113	Sewer - Group 4 - 2" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
114	Sewer - Group 4 - 2" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
115	Sewer - Group 5 - 2" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
116	Sewer - Group 5 - 2" - Tier 2	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961
117	Sewer - Group 5 - 2" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
118	Sewer - Group 5 - 2" - Tier 4	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331
119	Sewer - Group 5 - 2" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303

Article 7: Contracted Baseline Data

7.1 The following criteria detail the Facility operating parameters that are required to be implemented on the Guarantee Date or on such time as agreed upon by the Parties. This specific configuration of Facility operating parameters is the Contracted Baseline and failure of the CLIENT to maintain the Contracted Baseline may result in a Material Change which may require a modification of the Performance Guarantee pursuant to Article 4 of the Agreement.

- (a) Water quality at or above average quality over the most recent 12 month period;
- (b) Source of water supply at or above average quality water over the most recent 12 month period from previous source of water supply used;
- (c) Water distribution integrity at or above Baseline maintenance levels; and,
- (d) Meter/collection system compatibility with the new system.
- (e) Maintenance of water supply with sediment or debris levels that do not result in scoring or other damage to the installed such that meter accuracy is affected.

Table 7.1.1 - Guaranteed Accuracy of new water meters during Performance Guarantee Period

Guarantee Period Year	Guaranteed Meter Accuracy
1	98.5%
2	98.5%
3	98.5%
4	98.5%
5	98.5%
6	98.5%
7	98.5%
8	98.5%
9	98.5%
10	98.5%
11	98.5%
12	98.5%
13	98.5%
14	98.5%
15	98.5%

7.2 HVAC occupancy hours and temperature setpoints are assumed to remain constant pre and post retrofit based on existing schedules currently in place across City owned facilities. Energy savings described above in Exhibit C are based improved efficiency of HVAC units based on HVAC Replacements and HVAC Armor.

- 7.3 The Lighting Operating Hours are presented in Appendix 8 by Hour Codes. These codes show the annual operating hours for each fixture presented in Appendix 7 – Lighting Room by Room Counts following criteria detail the Facility operating parameters that are required to be implemented on the Guarantee Date or on such time as agreed upon by the Parties.



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3606
From:		
Subject: Discussion and consideration to accept Siemens Industry Inc. Building Technologies Division - Annual Performance Assurance Report and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department/Siemens Industry.)		
Background: On November 21, 2017, the City engaged the services of Siemens Industry, Inc., Building Technologies Division to perform facility improvement measures (FIMS) as follows: Water Meter Replacement; Advanced Metering Infrastructure (AMI); HVAC Armor; HVAC Replacement; Lighting Retrofits, and Traffic Signal Retrofits. This work was finalized in January 2019 with the Performance Assurance Program (PASP) beginning February 1, 2019. The PASP are the services required to monitor the operation of the FIMS so that Siemens can provide the Annual Performance Assurance Report.		
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 Omar Rodriguez Vidal Roman Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends accepting report as submitted.		
Attachments, if any: MEMO Siemens PASP1, SIEMENS Year 01 Report Presentation_MC, Weslaco PA Report_Year 1_090820, 2017-12_ Final fully executed Siemens Performance Agreement with exhibits		
Responsibilities upon Approval:		



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

Mike R. Perez, City Manager

DATE: September 3, 2020

TO: Mike R. Perez, City Manager

FROM: Omar Rodriguez, Parks & Recreation - Director

SUBJECT: SIEMENS PERFORMANCE ASSURANCE SERVICES PROGRAM (PASP)

On November 21, 2017, the City engaged the services of Siemens Industry, Inc., Building Technologies Division to perform facility improvement measures (FIMS) as follows: Water Meter Replacement; Advanced Metering Infrastructure (AMI); HVAC Armor; HVAC Replacement; Lighting Retrofits, and Traffic Signal Retrofits. This work was finalized in January 2019 with the Performance Assurance Program (PASP) beginning February 1, 2019. The PASP are the services required to monitor the operation of the FIMS so that Siemens can provide the Annual Performance Assurance Report.

This report identifies the Savings Excess/(Shortfall) of the Annual Realized Savings against the Guaranteed Annual Savings for the energy performance of the implemented project. As per the Contract, Exhibit B – Table B.2 – Performance Assurance Program Payment Schedule, the City will make payments annually for this service.

In the case of a shortfall, where the Annual Realized Savings are less than the Guaranteed Annual Savings, Siemens would be obligated to pay the difference to the City and if possible, correct a Savings Shortfall through an operational improvement at no cost to City.

Today's report from Siemens will address Annual Period 1: February 1, 2019 – January 31, 2020.

SIEMENS

Ingenuity for life



City of Weslaco, Texas Year 01 M&V Report

EPS Performance Assurance

Mark Castañeda



Scope of Work Overview



Performance Assurance Overview



Guaranteed Energy Savings



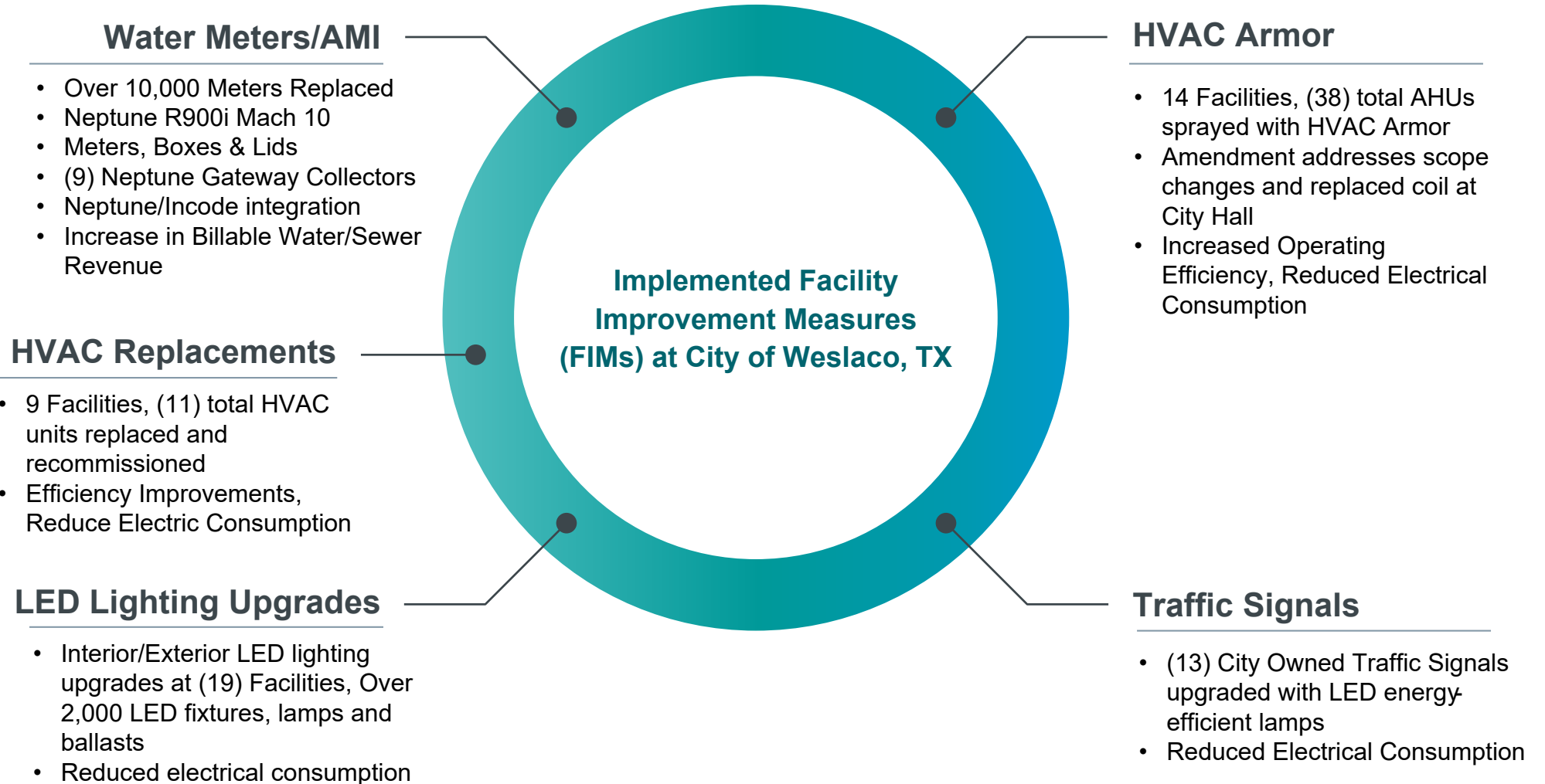
Performance Assurance Results



Construction Savings



Site Inspection Results





Contract Date : Signed 12/1/2017

Construction Period : 12/1/2017 to 01/13/2019, Final Completion Signed 01/09/2019

Performance Assurance Starts : 02/01/2019

Year 01 Performance Period : 02/01/2019 to 01/31/2020

Year 01 Report Submitted : 04/29/2020, along with Amendment No.1

As part of the Performance Assurance Services Program, Siemens includes:

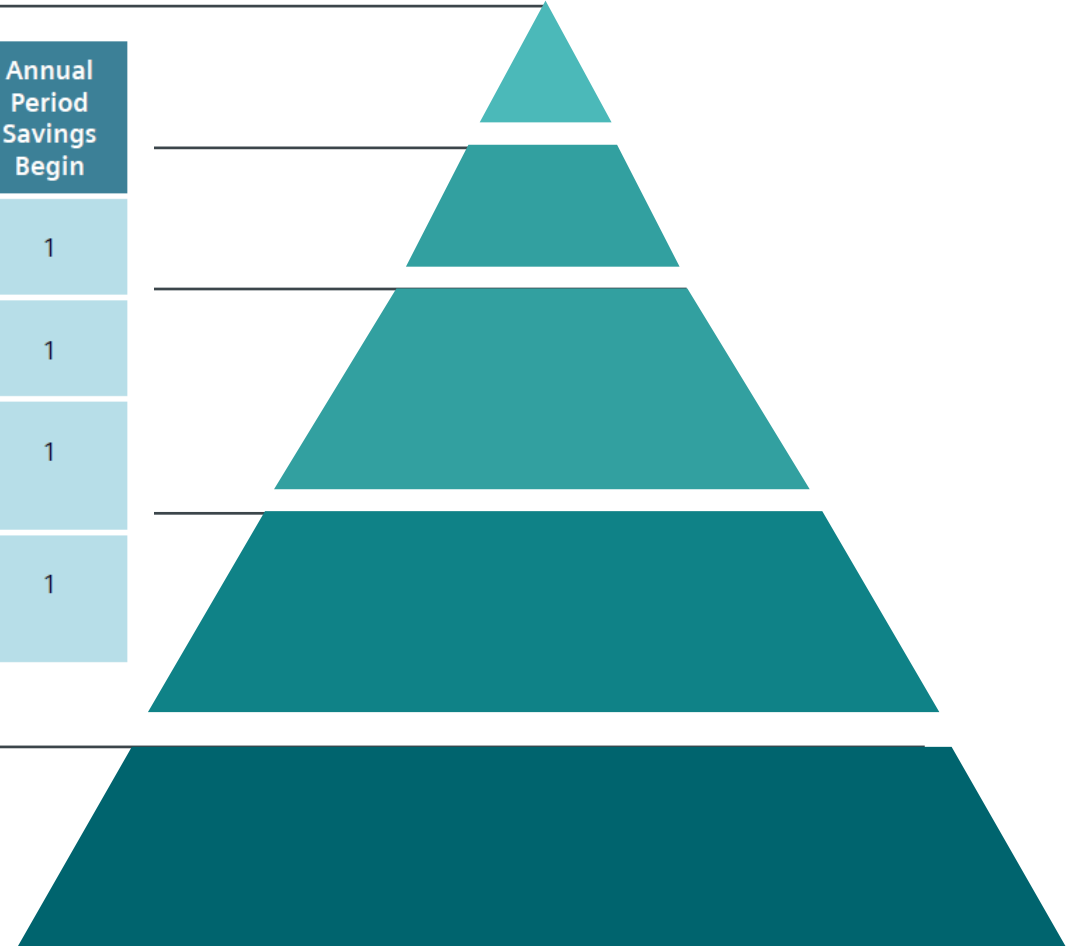
- Reconciliation of the Measured & Verified Savings (Annually)
- Comparison of M&V savings to Guaranteed Savings (Performance Assurance Report)
- Site Inspection of FIM equipment
- Annual Water Meter Testing (2" and smaller population)



FIM	Description	First Annual Period Savings	Operational Savings Persistence (Years)	Annual Period Savings Begin
HVAC Armor	O&M savings based on extended life of existing equipment and fewer maintenance service calls.	\$875	15	1
HVAC Replacements	O&M savings based on new equipment so City will not need to pay for parts or repairs that covered under warranty.	\$1,250	15	1
Lighting	O&M savings based on new lights so City will not need to pay for material or replacements that are covered under warranty.	\$6,380	15	1
Traffic Signals	O&M savings based on new lights so City will not need to pay for material or replacements that are covered under warranty.	\$900	15	1

Water Meters/AMI – Option A

- \$899,619 Year 1 Guarantee Savings
- Based on Accuracy Improvements – 98.5%
- Increase in Billable Water/Sewer Revenue





All FIMs are Option A: One Time Pre & Post-Retrofit Measurements

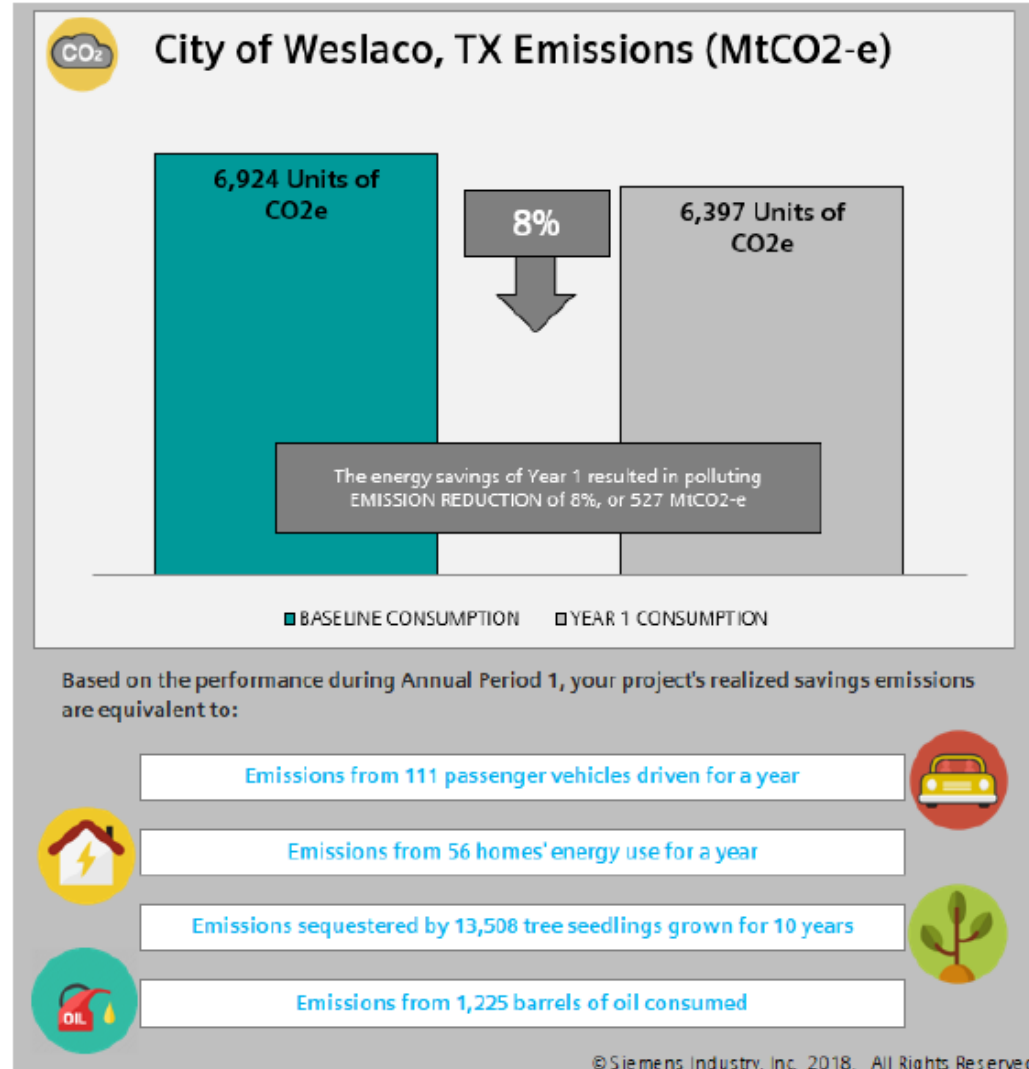
Water Meter/AMI	LED Lighting	Traffic Signals	HVAC Armor	HVAC Replacements
KPI: Meter Accuracy	KPI: kW Power Capacity (instantaneous)	KPI: Electric Demand from lamps	KPI: Change in Efficiency (COP%)	KPI: SEER (Efficiency Rating)
Random Sampling	Pre/Post Measurements	Pre/Post Measurements	Pre/Post Measurements	Pre-SEER: 10-12
(11) meters total	80%/20% sampling plan, not exceed 10% population	Mfg. Specified kW Demand, Stipulated hours	Condenser Unit temperature, pressure, enthalpy	Post-SEER: 13
2" and smaller	Measured watts were less than expected		Pre-COP: 5.81,8.06	Mfg. Specifications
Tested to AWWA			Post-COP: 8.15, 8.7	
99.7% tested accuracy				



Performance Assurance Results

Facility Improvement Measure	Realized Electric Energy Savings (kWh/yr)	Guaranteed Electric Energy Savings (kWh/yr)	Realized Measured Usage Increase (volume) (gals)	Guaranteed Measured Usage Increase (volume) (gals)	Realized Savings (\$)	Guaranteed Savings (\$)	Savings Variance (\$)
Water Meters/AMI			3,752,956	3,466,106	\$974,071	\$899,619	\$74,451
HVAC Armor	80,377	72,506			\$7,010	\$6,214	\$796
HVAC Replacements	54,374	46,218			\$4,350	\$3,961	\$389
Lighting	691,666	575,705			\$55,333	\$49,338	\$5,995
Traffic Signals	152,760	145,122			\$14,589	\$13,859	\$730
Total	979,178	839,550	3,752,956	3,466,106	\$1,055,353	\$972,991	\$82,361

Performance Period	Measured & Verified Energy Savings	Operational Savings	Annual Realized Savings	Guaranteed Annual Savings	Savings Excess / (Shortfall)
Construction	\$5,485	\$0	\$5,485	\$0	\$5,485
1	\$1,055,353	\$9,405	\$1,064,758	\$982,396	\$82,361
Total	\$1,060,838	\$9,405	\$1,070,243	\$982,396	\$87,847





Construction Savings

Facility Improvement Measure	FIM Substantial Completion	Days	% Days	HDD _C	% HDD	CDD _C	% CDD	Heating Dependent (H)/ Cooling Dependent (C)/ Weather Independent (I)	Measured Usage Increase (volume) (gals)
								Electric Energy Savings (kWh/yr)	
HVAC Armor	10/15/2018	109	29.9%	464	77.7%	362	7.4%	C	
HVAC Replacements	10/15/2018	109	29.9%	464	77.7%	362	7.4%	I	
Lighting	10/15/2018	109	29.9%	464	77.7%	362	7.4%	I	
Traffic Signals	12/19/2018	44	12.1%	170	28.5%	88	1.8%	I	
Water Meters/AMI*	12/19/2018	44	12.1%	170	28.5%	88	1.8%		I
Total									

Facility Improvement Measure	Realized Annual Period 1 Savings		Realized Construction Period Savings		Construction Cost Savings By Utility		
	Electric Energy Savings (kWh/yr)	Measured Usage Increase (volume) (gals)	Electric Energy Savings (kWh/yr)	Measured Usage Increase (volume) (gals)	Electric Energy Savings (kWh/yr)	Measured Usage Increase (volume) (gals)	Realized Construction Period Cost Savings
HVAC Armor	85,301	0	6,354	0	\$545	\$0	\$545
HVAC Replacements	54,374	0	16,238	0	\$1,392	\$0	\$1,392
Lighting	691,666	0	206,552	0	\$1,790	\$0	\$1,790
Traffic Signals	152,760	0	18,415	0	\$1,759	\$0	\$1,759
Water Meters/AMI*	0	3,752,956	0	0	\$0	\$0	\$0
Total	984,101	3,752,956	247,559	0	\$5,485	\$0	\$5,485

*No construction savings are claimed for Water Meters/AMI



Site Inspection Results

Facility Improvement Measure	Option Type	Inspection Note
Water Meters & AMI (Automatic Metering Infrastructure) System	A	Inspect sample of water meters in operation (randomly selected) and spot check of AMI collector equipment
HVAC Armor	A	Inspect sample of HVAC equipment that received HVAC Armor coating
HVAC Replacement	A	Inspect sample of HVAC replacements
Lighting	A	Inspect sample of LED Lighting upgrades for proper installation and operation
Traffic Signals	A	Inspect sample of upgraded Traffic Signals for proper installation and operation

Inspection Findings:

- Water Meters– all meters inspected were functional. Reported some non-reads but not unusual amount
- HVAC Armor– City Hall Unit replaced, reconciled in Amendment No. 1
- HVAC Replacement– all units inspected were functional, no issues to report
- Lighting – Screw-in LED lighting at Public Library was inoperable, should be replaced under warranty. Public Library had several (2) lamp 4' fixtures with missing plastic covers. City confirmed the lamps were retrofitted, however plastic covers were missing prior to retrofit. City has implemented lamp sleeves as an alternative, since the plastic covers are no longer available from the manufacturer.



Comments
/Feedback?

Questions?

City of Weslaco, TX
Annual Performance Assurance Report

Annual Period 1: February 1, 2019 – January 31, 2020

Submitted: April 2020

Performance Contracting Agreement

Performance Assurance Overview

Client:	City of Weslaco, TX 255 S. Kansas Weslaco, TX 78596
Client Contact:	Mike Perez, City Manager Phone: (956)-973-2437 Email: mrperez@weslacotx.gov
Contract Date:	12/1/2017 <i>Amendment 1: Pending</i>
Construction Period:	12/1/17 – 1/31/19
Performance Guarantee Period:	2/1/19 – 1/31/34
Performance Guarantee Term:	15 Years
Current Annual Period:	2/1/19 – 1/31/20
Siemens Contacts:	Mark Castañeda, EPS Client Service Manager Phone: (972)206-7530 Email: mark.castaneda@siemens.com Amanda Curry, Performance Assurance Specialist Phone: (317) 373-6999 Email: amanda.curry@siemens.com Keith Chase, Sales Manager Phone: (281) 640-4553 Email: keith.chase@siemens.com

TABLE OF CONTENTS

- 1. Executive Summary 6
- 2. Greenhouse Gas Emissions Reduction 8
- 3. Performance Assurance Overview 9
 - 3.1. Measurement & Verification Methods 9
- 4. Guaranteed Savings..... 11
 - 4.1. Baseline Data 13
 - 4.2. Contracted Baseline (Post-Retrofit) Data 15
 - 4.3. Utility Rate Structures & Escalation Rates 16
- 5. Performance Assurance Results 23
 - 5.1. Summary of Realized & Guaranteed Savings 23
 - 5.2. Option A Energy Savings 23
 - 5.2.1. Water Meters/AMI 24
 - 5.2.2. HVAC Armor..... 33
 - 5.2.3. HVAC Replacements 35
 - 5.2.4. Lighting 35
 - 5.2.5. Traffic Signals 39
 - 5.3. Operational Savings..... 40
- 6. Construction Savings 41
- 7. Other Reporting Data 43
 - 7.1. Site Visit Reports 43
- 8. Appendix 58
 - 8.1. Heating/Cooling Degree Days 58

INDEX OF TABLES AND FIGURES

Table 1: Cost Savings by Annual Period	6
Table 2: Energy Savings by Annual Period	6
Table 3: Meter Accuracy Guarantee and Expected Usage Increase (Volume) along with Guaranteed Energy Units	11
Table 4: Total Guaranteed Expected Revenue Increase and Guaranteed Energy and Operational Savings	12
Table 5: Guaranteed Cost Savings by FIM & Option Type.....	12
Table 6: Source of Operational Savings	13
Table 7: Baseline Consumption – Water Meters.....	13
Table 8: Baseline Meter Accuracy	14
Table 9: Baseline Electric Energy Utility Consumption	14
Table 10: Baseline for HVAC Replacements	15
Table 11: Contracted Baseline (Post-Retrofit) Guaranteed Meter Accuracy	16
Table 12: Contract Annual Period 1 Utility Rates	16
Table 13: Contract Water Rates Over Contract Term	17
Table 14: Annual Period 1 Realized Cost Savings by FIM.....	23
Table 15: Option A Savings for Current Annual Period	24
Table 16: Original Contracted Water Meter Quantities and Types	25
Table 17: Water Meter/AMI Savings for Annual Period 1.....	26
Table 18: Water Meter Test List and Annual Period 1 Test Results	27
Table 19: Annual Period 1 and Baseline Year Average Accuracy.....	27
Table 20: Increased Billable Water Calculations	28
Table 21: Original Contracted HVAC Armor Locations	33
Table 22: COP Efficiency Measurements for HVAC Armor.....	34
Table 23: HVAC Savings for Annual Period 1	34
Table 24: HVAC Replacements.....	35
Table 25: HVAC Replacement Savings for Annual Period 1	35
Table 26: Lighting Location Proposed	35
Table 27: Lighting Improvements Fixture Quantity	36
Table 28: Lighting Savings for Annual Period 1	37
Table 29: Pre-Retrofit Lighting Measurement Comparison.....	37
Table 30: Post-Retrofit Lighting Measurement Comparison	38
Table 31: Lighting Fixture Types for Traffic Signals	39
Table 32: Traffic Signals Savings for Annual Period 1	39
Table 33: Operational Savings for Annual Period 1	40
Table 34: Construction Savings	42
Table 35: Heating/Cooling Degree Days During Construction and Annual Period 1	58

Figure 1: Greenhouse Gas Emissions Reduction for the Current Annual Period 8

Figure 2: Annual Period 1 Cost Savings by Option Type..... 23

Figure 3: Typical 5/8" Neptune Mach 10 Water Meter in Service 44

Figure 4: Typical 1" Neptune Mach 10 Water Meter in Service 44

Figure 5: Typical Water Meter Lid & AMI Antenna in Service 45

Figure 6: Typical 5/8" Neptune Mach 10 Water Meter in Service 45

Figure 7: AMI Collector atop Water Tower 46

Figure 8: Neptune AMI Collector Equipment 46

Figure 9: Roof Top Unit Coils sprayed with HVAC Armor..... 47

Figure 10: Another angle of Roof Top Unit sprayed with HVAC Armor 48

Figure 11: HVAC Armor tag on Roof Top Unit at City Hall 48

Figure 12: Replaced Split-System at Weslaco Tower Theatre (Outdoor)..... 49

Figure 13: Replaced Split-System at Weslaco Tower Theatre (Indoor) 49

Figure 14: Replaced Roof Top Unit at City Hall..... 50

Figure 15: Replaced Split-System at PFA Building (Outdoor)..... 50

Figure 16: 2x2 LED Light Fixture at Public Library 51

Figure 17: Accent LED Lighting at Public Library 51

Figure 18: 2x2 LED Lighting Fixture 52

Figure 19: Screw-In LED Lamp at Public Library 52

Figure 20: 2x4 LED Light Fixture at Public Library 53

Figure 21: 2x4 LED Light Fixture at Public Library with missing plastic cover 53

Figure 22: Additional image showing missing plastic cover 54

Figure 23: Image shows in-operable Screw-in LED lamp 54

Figure 24: 2 x4 LED fixture at City Hall..... 55

Figure 25: 2 x 4 LED Fixture in hallway at City Hall 55

Figure 26: Upgraded LED Pedestrian Indicator..... 56

Figure 27: LED Traffic Signal 56

Figure 28: LED Traffic Signal 57

Figure 29: LED Traffic Signal 57

1. Executive Summary

Siemens Industry Inc. (Siemens) is pleased to provide the City of Weslaco, Texas (Weslaco) with this Annual Period 1 Performance Assurance Report. This report details the energy performance of the project implemented by comparing Annual Realized Savings to the Guaranteed Annual Savings for the current Annual Period. The Performance Contracting Agreement (Contract) guaranteed **\$982,396** in Savings for Annual Period 1. Annual Realized Savings for Annual Period 1 amounted to **\$1,064,758**, which included **\$1,055,353** in Measured & Verified Savings and **\$9,405** in Operational Savings. The Annual Realized Savings for Annual Period 1 exceeded the Guaranteed Annual Savings by 8.4%, or **\$82,361**. ([Table 1](#)).

Table 1: Cost Savings by Annual Period

Performance Period	Measured & Verified Energy Savings	Operational Savings	Annual Realized Savings	Guaranteed Annual Savings	Savings Excess / (Shortfall)
Construction	\$5,485	\$0	\$5,485	\$0	\$5,485
1	\$1,055,353	\$9,405	\$1,064,758	\$982,396	\$82,361
Total	\$1,060,838	\$9,405	\$1,070,243	\$982,396	\$87,847

Annual realized Savings to date total **\$1,070,243**, which exceeds the guaranteed annual Savings to date of **\$982,396** by 8.9% or **\$87,847**. The Guaranteed Annual Savings for energy units during Annual Period 1 are summarized in [Table 2](#).

Table 2: Energy Savings by Annual Period

Performance Period	Electric Energy Savings (kWh/yr)	Measured Usage Increase (Volume)
Guaranteed Construction Period	0	0
Realized Construction Period	247,559	0
Guaranteed Annual Period 1	839,550	3,446,106
Realized Annual Period 1	979,178	3,752,956
Total Realized	979,178	3,752,956

A list of the Facility Improvement Measures (FIMs) implemented as part of this project is presented below:

- Water Meters/AMI
- HVAC Armor
- HVAC Replacement
- Lighting
- Traffic Signals

2. Greenhouse Gas Emissions Reduction

Weslaco's reduction of energy consumption also benefitted the environment by decreasing the amount of carbon dioxide (CO₂) and greenhouse gas emissions released into the atmosphere. Weslaco reduced its annual emissions by **527 metric tons of CO₂e** during the current Annual Period. This calculation estimates the project's carbon footprint reduction based on realized electric energy and water savings.

As shown in **Figure 1**, Siemens has converted the savings information into relevant comparisons, including the number of barrels of oil consumed per year (1,225), the number of cars taken off the road each year (111), the number of tree seedlings grown for 10 years (13,508), or the number of average American homes' annual energy usage (56). These results can be used to communicate the reduction accomplishments, develop a greenhouse gas reduction strategy, or support a range of initiatives to reduce the overall environmental impact.

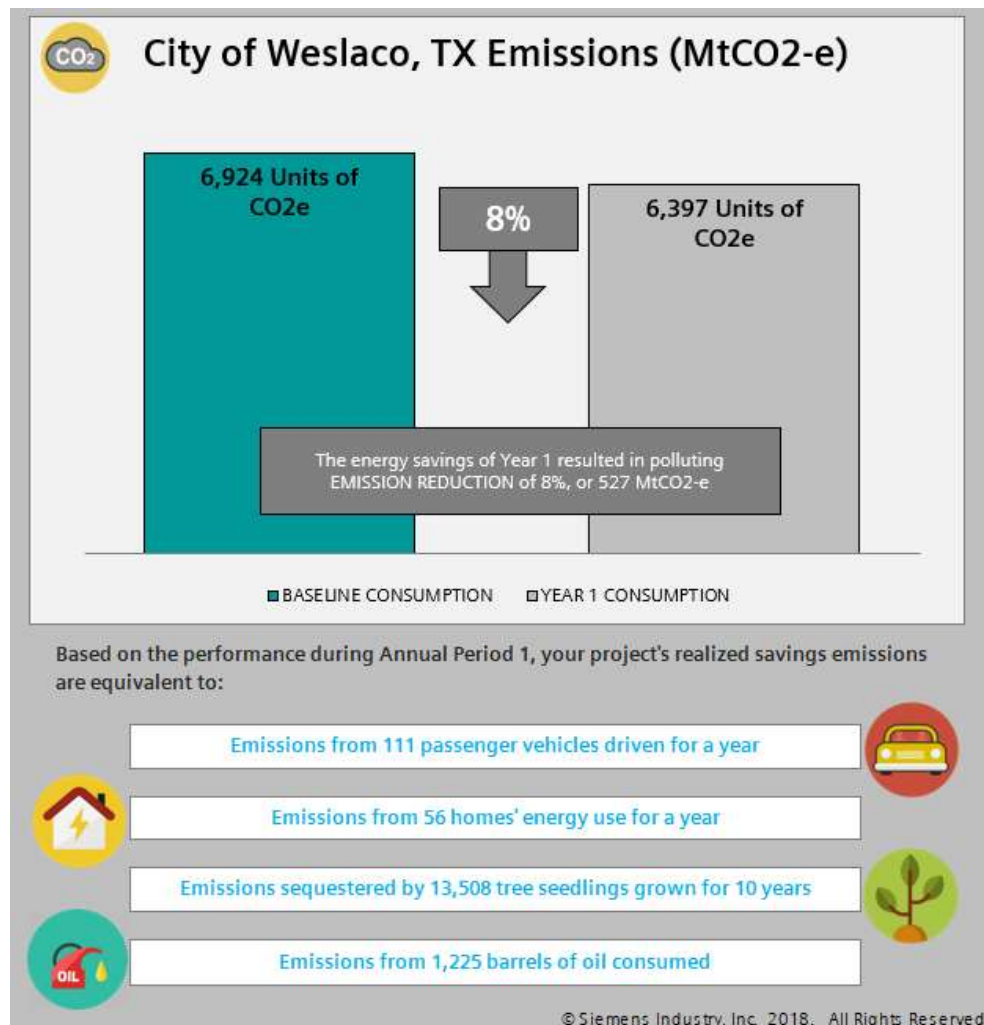


Figure 1: Greenhouse Gas Emissions Reduction for the Current Annual Period

3. Performance Assurance Overview

3.1. Measurement & Verification Methods

There are five measurement and verification (“M&V”) options to measure and verify energy/utility Savings:

- Option A – Retrofit Isolation: Key Parameter Measurement
- Option B – Retrofit Isolation: All Parameter Measurement
- Option C – Whole Facility
- Option D – Calibrated Simulation
- Option E – Stipulated-Energy/Utility Savings

All options are established using the IPMVP concepts. The individual options are described in further detail below. Note that per the Performance Assurance Contract, only option A is used in the calculation of energy savings for this project.

Option A: Retrofit Isolation (Key Parameter Measurement) - Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the Facility Improvement Measures (FIMs) affected system(s) and/or the success of the Project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer’s specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required. The plausible savings error arising from estimation rather than measurement is evaluated. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Contract Exhibit A, Article 3-Performance Assurance Services Program.

Option B: Retrofit Isolation (All Parameter Measurement) - Savings are determined by field measurement of the energy use of the FIM-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Contract Exhibit A, Article 3-Performance Assurance Services Program.

Option C: Whole Facility - Savings are determined by measuring energy use at the whole Facility or sub-Facility level. Continuous measurements of the entire Facility’s energy use are taken throughout the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Contract Exhibit A, Article 3-Performance Assurance Services Program.

Option D: Calibrated Simulation - Savings are determined through simulation of the energy use of the whole Facility, or of a sub-Facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the Facility. This Option usually requires considerable skill in calibrated simulation. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Contract Exhibit A, Article 3-Performance Assurance Services Program.

Option E – Stipulated: Savings are established through mutual agreement of the CLIENT and SIEMENS. This option is the method of measurement and verification applicable to FIMS consisting either of Operational Savings or where the end use capacity or operational efficiency; demand, energy consumption or power level; or manufacturer's measurements, industry standard efficiencies or operating hours are known in advance, and used in a calculation or analysis method that will stipulate the outcome. Both Weslaco and Siemens agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology the Savings stipulated will be achieved upon completion of the FIM and no further measurements or calculations will be performed during the Performance Guarantee Period. If applicable, the methodology and calculations to establish Savings value will be defined in Section 4.6 of Contract Exhibit C.

4. Guaranteed Savings

The following section reiterates the amended contract Guaranteed Annual Savings for the FIMs installed at Weslaco, as found in Articles 1 and 2 of Contract Exhibit C – Performance Assurance. The Guaranteed Annual Savings reflect pending Amendment 1. Guaranteed energy savings are detailed in **Table 3** and remain constant throughout the Performance Guarantee Period.

Table 3. Meter Accuracy Guarantee and Expected Usage Increase (Volume) along with Guaranteed Energy Units

Performance Period	Guaranteed Meter Accuracy	Expected Usage Increase (volume) (Gals)	Electric Energy Saved (kWh)
Construction Period	0	0	0
Annual Period 1	98.5%	3,446,106	839,550
Annual Period 2	98.5%	3,585,627	839,550
Annual Period 3	98.5%	3,705,148	839,550
Annual Period 4	98.5%	3,824,669	839,550
Annual Period 5	98.5%	3,944,190	839,550
Annual Period 6	98.5%	4,063,711	839,550
Annual Period 7	98.5%	4,183,232	839,550
Annual Period 8	98.5%	4,302,753	839,550
Annual Period 9	98.5%	4,422,274	839,550
Annual Period 10	98.5%	4,541,794	839,550
Annual Period 11	98.5%	4,661,315	839,550
Annual Period 12	98.5%	4,780,836	839,550
Annual Period 13	98.5%	4,900,357	839,550
Annual Period 14	98.5%	5,019,878	839,550
Annual Period 15	98.5%	5,139,399	839,550
Total	98.5%	64,541,290	12,593,250

The guaranteed cost Savings for each Annual Period are extrapolated from the guaranteed energy Savings by multiplying the energy unit Savings by the Baseline utility rates including the stipulated Escalation Rates detailed in **Table 4**.

Table 4: Total Guaranteed Expected Revenue Increase and Guaranteed Energy and Operational Savings

Performance Period	Energy Revenue Increase (\$)	Energy Utility Savings (\$)	Operational Savings (\$)	Total Savings (\$)
Construction	\$0	\$0	\$0	\$0
1	\$899,619	\$73,372	\$9,405	\$982,396
2	\$930,641	\$73,372	\$9,687	\$1,103,700
3	\$961,662	\$73,372	\$9,978	\$1,045,012
4	\$992,683	\$73,372	\$10,277	\$1,076,332
5	\$1,023,705	\$73,372	\$10,585	\$1,107,662
6	\$1,054,726	\$75,573	\$10,903	\$1,141,202
7	\$1,085,747	\$77,840	\$11,230	\$1,174,818
8	\$1,284,752	\$80,176	\$11,567	\$1,376,495
9	\$1,320,440	\$82,581	\$11,914	\$1,414,935
10	\$1,356,128	\$85,058	\$12,271	\$1,453,457
11	\$1,391,815	\$87,610	\$12,640	\$1,492,065
12	\$1,427,503	\$90,238	\$13,019	\$1,530,760
13	\$1,463,190	\$92,945	\$13,409	\$1,569,545
14	\$1,498,878	\$95,734	\$13,812	\$1,608,423
15	\$1,534,565	\$98,606	\$14,226	\$1,647,397
Total	\$18,226,054	\$1,233,221	\$174,923	\$19,634,198

The Performance Guarantee does not operate to guarantee savings per-FIM. Rather, the calculation of savings is based on aggregate performance of all the FIMs contained in the project. **Table 5** summarizes the savings per-FIM for informational purposes only.

Table 5: Guaranteed Cost Savings by FIM & Option Type

Facility Improvement Measure	Option A Savings	Operational Savings	Total
Water Meters/AMI	\$899,619	\$0	\$899,619
HVAC Armor	\$6,214	\$875	\$7,089
HVAC Replacements	\$3,961	\$1,250	\$5,211
Lighting	\$49,338	\$6,380	\$55,718
Traffic Signals	\$13,859	\$900	\$14,759
Total	\$972,991	\$9,405	\$982,396

Weslaco and Siemens affirmed that the Operational Savings are Stipulated Savings for the purposes of calculating Annual Realized Savings. Operational Savings are detailed in **Table 6** and are not measured or monitored during the Performance Guarantee Period. The contractual Escalation Factor applied to Operational Savings is 3%.

Table 6: Source of Operational Savings

FIM	Description	First Annual Period Savings	Operational Savings Persistence (Years)	Annual Period Savings Begin
HVAC Armor	O&M savings based on extended life of existing equipment and fewer maintenance service calls.	\$875	15	1
HVAC Replacements	O&M savings based on new equipment so City will not need to pay for parts or repairs that covered under warranty.	\$1,250	15	1
Lighting	O&M savings based on new lights so City will not need to pay for material or replacements that are covered under warranty.	\$6,380	15	1
Traffic Signals	O&M savings based on new lights so City will not need to pay for material or replacements that are covered under warranty.	\$900	15	1

4.1. Baseline Data

The Baseline Period is the period of time for which data was provided to Siemens to derive baseline measurements. The Baseline Period was established between January 2016 and December 2016. **Table 7** outlines the annual water consumption during the Baseline Period as found in Article 5 of Contract Exhibit C – Performance Assurance.

Table 7: Baseline Consumption – Water Meters

Meter Size	Annual Baseline Volume (100x Gals)
5/8"	3,863,295
1"	934,478
1.5"	404,996
2"	3,341,536
Total	8,544,305

The Baseline Meter Accuracy over the project term is shown in **Table 8**.

Table 8: Baseline Meter Accuracy

Contract Year	Meter Sizes 5/8", 1", 1.5", 2"
1	84.00%
2	83.50%
3	83.00%
4	82.50%
5	82.00%
6	81.50%
7	81.00%
8	80.50%
9	80.00%
10	79.50%
11	79.00%
12	78.50%
13	78.00%
14	77.50%
15	77.00%

The Baseline electric utility consumption is shown in [Table 9](#), while [Table 10](#) contains information about the baseline equipment.

Table 9: Baseline Electric Energy Utility Consumption

Month	Electric Energy Consumption (kWh)
January	933,178
February	1,024,226
March	997,831
April	1,001,337
May	1,109,974
June	1,145,086
July	1,145,735
August	1,156,177
September	1,044,398
October	1,052,621
November	1,117,187
December	1,141,407
Total	12,869,127

Table 10: Baseline for HVAC Replacements

Facility Name	Manuf.	Model #	Serial #	Size (Tons)	Efficiency
Public Works	Trane	2TTB3018A1000AA	7374LAC5F	2.5	10
Fire Station #3	Carrier	38BRC048540	1500E03324	4	10
City Hall	Trane	2TTB2036A1000AA	43454U73F	3	12
Parks Office	Rheem	RAKA-042CAZ	5462FF049907081	3	10
Weslaco Service Center	Rheem	RAWD-090CAZ	7002F180405605	7.5	11
Tower Theater	Rheem	RAKB-048JAZ	6954 M2605 15561	4	10
Fire Marshal Office	(missing)	(missing)	(missing)	7.5	10
Fire Marshal Office	Rheem	RAKA-030JAZ	6908F420305298	2.5	10
Fire Marshal Office	Goodman	CK60-1C	9808500196	5	10
Office Building @ Tower Theater	Ruud	UAKA-042JAZ	5461F180216930	3.5	10
Fire Administration Building	Trane	(missing)	(missing)	7.5	10

4.2. Contracted Baseline (Post-Retrofit) Data

The Contracted Baseline is the post-retrofit facility operating profile based on parameters described in Article 7 of Contract Exhibit C – Performance Assurance, which Weslaco is responsible for maintaining throughout the Performance Guarantee Period. These parameters are relied upon by Siemens for the calculation of guaranteed savings. **Table 11** shows the Guaranteed Meter Accuracy of the new water meters during the Performance Guarantee Period that were agreed upon in the Contract. As established in Article 3 of Contract Exhibit C – Performance Assurance, Weslaco must provide Siemens with:

- Accurate facility operating information within thirty days of any Material Change that may increase or decrease energy usage.
- An electronic database in Microsoft Excel of 'csv' format of all water meters installed in the system, along with access, notification and scheduling of test meter replacements.
- An electronic report of 'zero read' meters on a monthly basis.

Table 11: Contracted Baseline (Post-Retrofit) Guaranteed Meter Accuracy

Guarantee Period Year	Guaranteed Meter Accuracy
1	98.5%
2	98.5%
3	98.5%
4	98.5%
5	98.5%
6	98.5%
7	98.5%
8	98.5%
9	98.5%
10	98.5%
11	98.5%
12	98.5%
13	98.5%
14	98.5%
15	98.5%

HVAC occupancy hours and temperature setpoints are assumed to remain constant pre and post retrofit based on existing schedules currently in place across City owned facilities. Additionally, lighting operating hours follow criteria detailed in Appendix 7 of the Performance Contracting Agreement.

4.3. Utility Rate Structures & Escalation Rates

Weslaco and Siemens agreed that the energy cost savings for each Annual Period are calculated by multiplying the realized energy savings in units by the Annual Period's stipulated contract utility rate and applying the appropriate Escalation Rates, not the Annual Period's actual utility rate. The Annual Period 1 contract utility rates are established in Article 6 of Contract Exhibit C – Performance Assurance. An escalation rate of 0% until 12/31/2022. Starting Annual Period 6, a 3% escalation rate is applied to the electric contract utility rates. The current Annual Period's contract utility rates are provided in **Table 12**.

Table 12: Contract Annual Period 1 Utility Rates

Location	Electric Energy (\$/kWh)
Facilities	0.0857
Traffic Signals	0.0955

Using the Baseline rate structure in the Performance Contracting Agreement – Appendix 4, **Table 13** shows the Contract Water Rates used in calculations for the Performance Guarantee Period.

Table 13: Contract Water Rates Over Contract Term

Rate Structures									
Rate Increase Percentage		0%	0%	0%	0%	0%	0%	0%	0%
Item	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	Water - Group 1 - 5/8",	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
2	Water - Group 1 - 1",	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
3	Water - Group 1 - 1.5",	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
4	Water - Group 1 - 2",	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
5	Water - Group 2 - 5/8",	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277
6	Water - Group 3 - 5/8",	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
7	Water - Group 3 - 1",	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
8	Water - Group 3 - 1.5",	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
9	Water - Group 3 - 2",	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
10	Water - Group 4 - 5/8" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
11	Water - Group 4 - 5/8" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
12	Water - Group 4 - 5/8" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
13	Water - Group 4 - 5/8" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
14	Water - Group 4 - 5/8" - Tier 5,	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
15	Water - Group 4 - 1" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
16	Water - Group 4 - 1" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
17	Water - Group 4 - 1" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
18	Water - Group 4 - 1" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
19	Water - Group 4 - 1" - Tier 5,	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
20	Water - Group 4 - 1.5" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
21	Water - Group 4 - 1.5" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
22	Water - Group 4 - 1.5" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
23	Water - Group 4 - 1.5" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
24	Water - Group 4 - 1.5" - Tier 5,	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
25	Water - Group 4 - 2" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
26	Water - Group 4 - 2" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
27	Water - Group 4 - 2" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
28	Water - Group 4 - 2" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
29	Water - Group 4 - 2" - Tier 5,	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
30	Water - Group 5 - 2" - Tier 1,	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281
31	Water - Group 5 - 2" - Tier 2,	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047
32	Water - Group 5 - 2" - Tier 3,	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313
33	Water - Group 6 - 5/8" - Tier 1,	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455
34	Water - Group 7 - 5/8" - Tier 1,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
35	Water - Group 7 - 5/8" - Tier 2,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
36	Water - Group 7 - 5/8" - Tier 3,	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
37	Water - Group 7 - 1" - Tier 2,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
38	Water - Group 7 - 1" - Tier 3,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
39	Water Group 7 - 1.5" - Tier 1,	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
40	Water Group 7 - 1.5" - Tier 2,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297

41	Water - Group 7 - 1.5" - Tier 3,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
42	Water - Group 7 - 2" - Tier 1,	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
43	Water - Group 7 - 2" - Tier 1,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
44	Water - Group 7 - 2" - Tier 2,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
45	Water - Group 7 - 2" - Tier 3,	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
46	Water - Group 8 - 5/8" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
47	Water - Group 8 - 5/8" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
48	Water - Group 8 - 5/8" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
49	Water - Group 8 - 5/8" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
50	Water - Group 8 - 5/8" - Tier 5,	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
51	Water - Group 8 - 5/8" - Tier 6,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
52	Water - Group 8 - 1" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
53	Water - Group 8 - 1" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
54	Water - Group 8 - 1" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
55	Water - Group 8 - 1" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
56	Water - Group 8 - 1" - Tier 5,	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
57	Water - Group 8 - 1" - Tier 6,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
58	Water - Group 8 - 1.5" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
59	Water - Group 8 - 1.5" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
60	Water - Group 8 - 1.5" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
61	Water - Group 8 - 1.5" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
62	Water - Group 8 - 1.5" - Tier 5,	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
63	Water - Group 8 - 1.5" - Tier 6,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
64	Water - Group 8 - 2" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
65	Water - Group 8 - 2" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
66	Water - Group 8 - 2" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
67	Water - Group 8 - 2" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
68	Water - Group 8 - 2" - Tier 5,	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
69	Water - Group 8 - 2" - Tier 6,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
70	Sewer - Group 1 - 5/8",	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
71	Sewer - Group 1 - 1",	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
72	Sewer - Group 1 - 1.5",	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
73	Sewer - Group 1 - 2",	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
74	Sewer - Group 2 - 5/8",	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266
75	Sewer - Group 3 - 5/8" - Tier 1,	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
76	Sewer - Group 3 - 5/8" - Tier 2,	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
77	Sewer - Group 3 - 5/8" - Tier 3,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
78	Sewer - Group 3 - 5/8" - Tier 4,	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
79	Sewer - Group 3 - 5/8" - Tier 5,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
80	Sewer - Group 3 - 1" - Tier 1,	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228

81	Sewer - Group 3 - 1" - Tier 2,	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
82	Sewer - Group 3 - 1" - Tier 3,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
83	Sewer - Group 3 - 1" - Tier 4,	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
84	Sewer - Group 3 - 1" - Tier 5,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
85	Sewer - Group 3 - 1.5" - Tier 1,	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
86	Sewer - Group 3 - 1.5" - Tier 2,	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
87	Sewer - Group 3 - 1.5" - Tier 3,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
88	Sewer - Group 3 - 1.5" - Tier 4,	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
89	Sewer - Group 3 - 1.5" - Tier 5,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
90	Sewer - Group 3 - 2" - Tier 1,	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
91	Sewer - Group 3 - 2" - Tier 2,	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
92	Sewer - Group 3 - 2" - Tier 3,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
93	Sewer - Group 3 - 2" - Tier 4,	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
94	Sewer - Group 3 - 2" - Tier 5,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
95	Sewer - Group 4 - 5/8" - Tier 1,	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
96	Sewer - Group 4 - 5/8" - Tier 2,	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
97	Sewer - Group 4 - 5/8" - Tier 3,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
98	Sewer - Group 4 - 5/8" - Tier 4,	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
99	Sewer - Group 4 - 5/8" - Tier 5,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
100	Sewer - Group 4 - 1" - Tier 1,	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
101	Sewer - Group 4 - 1" - Tier 2,	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
102	Sewer - Group 4 - 1" - Tier 3,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
103	Sewer - Group 4 - 1" - Tier 4,	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
104	Sewer - Group 4 - 1" - Tier 5,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
105	Sewer - Group 4 - 1.5" - Tier 1,	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
106	Sewer - Group 4 - 1.5" - Tier 2,	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
107	Sewer - Group 4 - 1.5" - Tier 3,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
108	Sewer - Group 4 - 1.5" - Tier 4,	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
109	Sewer - Group 4 - 1.5" - Tier 5,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
110	Sewer - Group 4 - 2" - Tier 1,	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
111	Sewer - Group 4 - 2" - Tier 2,	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
112	Sewer - Group 4 - 2" - Tier 3,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
113	Sewer - Group 4 - 2" - Tier 4,	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
114	Sewer - Group 4 - 2" - Tier 5,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
115	Sewer - Group 5 - 2" - Tier 1,	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
116	Sewer - Group 5 - 2" - Tier 2,	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961
117	Sewer - Group 5 - 2" - Tier 3,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
118	Sewer - Group 5 - 2" - Tier 4,	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331
119	Sewer - Group 5 - 2" - Tier 5,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303

Rate Structures									
Rate Increase Percentage		0%	0%	0%	0%	0%	0%	0%	0%
Item	Description	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1	Water - Group 1 - 5/8",	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
2	Water - Group 1 - 1",	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
3	Water - Group 1 - 1.5",	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
4	Water - Group 1 - 2",	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
5	Water - Group 2 - 5/8",	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277
6	Water - Group 3 - 5/8",	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
7	Water - Group 3 - 1",	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
8	Water - Group 3 - 1.5",	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
9	Water - Group 3 - 2",	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
10	Water - Group 4 - 5/8" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
11	Water - Group 4 - 5/8" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
12	Water - Group 4 - 5/8" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
13	Water - Group 4 - 5/8" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
14	Water - Group 4 - 5/8" - Tier 5,	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
15	Water - Group 4 - 1" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
16	Water - Group 4 - 1" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
17	Water - Group 4 - 1" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
18	Water - Group 4 - 1" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
19	Water - Group 4 - 1" - Tier 5,	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
20	Water - Group 4 - 1.5" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
21	Water - Group 4 - 1.5" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
22	Water - Group 4 - 1.5" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
23	Water - Group 4 - 1.5" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
24	Water - Group 4 - 1.5" - Tier 5,	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
25	Water - Group 4 - 2" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
26	Water - Group 4 - 2" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
27	Water - Group 4 - 2" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
28	Water - Group 4 - 2" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
29	Water - Group 4 - 2" - Tier 5,	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
30	Water - Group 5 - 2" - Tier 1,	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281
31	Water - Group 5 - 2" - Tier 2,	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047
32	Water - Group 5 - 2" - Tier 3,	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313
33	Water - Group 6 - 5/8" - Tier 1,	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455
34	Water - Group 7 - 5/8" - Tier 1,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
35	Water - Group 7 - 5/8" - Tier 2,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
36	Water - Group 7 - 5/8" - Tier 3,	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
37	Water - Group 7 - 1" - Tier 2,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
38	Water - Group 7 - 1" - Tier 3,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
39	Water Group 7 - 1.5" - Tier 1,	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
40	Water Group 7 - 1.5" - Tier 2,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297

41	Water - Group 7 - 1.5" - Tier 3,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
42	Water - Group 7 - 2" - Tier 1,	\$8.020	\$8.020	\$8.020	\$8.020	\$8.020	\$8.020	\$8.020	\$8.020
43	Water - Group 7 - 2" - Tier 1,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
44	Water - Group 7 - 2" - Tier 2,	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
45	Water - Group 7 - 2" - Tier 3,	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
46	Water - Group 8 - 5/8" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
47	Water - Group 8 - 5/8" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
48	Water - Group 8 - 5/8" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
49	Water - Group 8 - 5/8" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
50	Water - Group 8 - 5/8" - Tier 5,	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
51	Water - Group 8 - 5/8" - Tier 6,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
52	Water - Group 8 - 1" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
53	Water - Group 8 - 1" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
54	Water - Group 8 - 1" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
55	Water - Group 8 - 1" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
56	Water - Group 8 - 1" - Tier 5,	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
57	Water - Group 8 - 1" - Tier 6,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
58	Water - Group 8 - 1.5" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
59	Water - Group 8 - 1.5" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
60	Water - Group 8 - 1.5" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
61	Water - Group 8 - 1.5" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
62	Water - Group 8 - 1.5" - Tier 5,	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
63	Water - Group 8 - 1.5" - Tier 6,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
64	Water - Group 8 - 2" - Tier 1,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
65	Water - Group 8 - 2" - Tier 2,	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
66	Water - Group 8 - 2" - Tier 3,	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
67	Water - Group 8 - 2" - Tier 4,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
68	Water - Group 8 - 2" - Tier 5,	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
69	Water - Group 8 - 2" - Tier 6,	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
70	Sewer - Group 1 - 5/8",	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
71	Sewer - Group 1 - 1",	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
72	Sewer - Group 1 - 1.5",	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
73	Sewer - Group 1 - 2",	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
74	Sewer - Group 2 - 5/8",	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266
75	Sewer - Group 3 - 5/8" - Tier 1,	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
76	Sewer - Group 3 - 5/8" - Tier 2,	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
77	Sewer - Group 3 - 5/8" - Tier 3,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
78	Sewer - Group 3 - 5/8" - Tier 4,	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
79	Sewer - Group 3 - 5/8" - Tier 5,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
80	Sewer - Group 3 - 1" - Tier 1,	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228

81	Sewer - Group 3 - 1" - Tier 2,	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
82	Sewer - Group 3 - 1" - Tier 3,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
83	Sewer - Group 3 - 1" - Tier 4,	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
84	Sewer - Group 3 - 1" - Tier 5,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
85	Sewer - Group 3 - 1.5" - Tier 1,	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
86	Sewer - Group 3 - 1.5" - Tier 2,	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
87	Sewer - Group 3 - 1.5" - Tier 3,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
88	Sewer - Group 3 - 1.5" - Tier 4,	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
89	Sewer - Group 3 - 1.5" - Tier 5,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
90	Sewer - Group 3 - 2" - Tier 1,	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
91	Sewer - Group 3 - 2" - Tier 2,	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
92	Sewer - Group 3 - 2" - Tier 3,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
93	Sewer - Group 3 - 2" - Tier 4,	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
94	Sewer - Group 3 - 2" - Tier 5,	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
95	Sewer - Group 4 - 5/8" - Tier 1,	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
96	Sewer - Group 4 - 5/8" - Tier 2,	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
97	Sewer - Group 4 - 5/8" - Tier 3,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
98	Sewer - Group 4 - 5/8" - Tier 4,	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
99	Sewer - Group 4 - 5/8" - Tier 5,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
100	Sewer - Group 4 - 1" - Tier 1,	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
101	Sewer - Group 4 - 1" - Tier 2,	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
102	Sewer - Group 4 - 1" - Tier 3,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
103	Sewer - Group 4 - 1" - Tier 4,	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
104	Sewer - Group 4 - 1" - Tier 5,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
105	Sewer - Group 4 - 1.5" - Tier 1,	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
106	Sewer - Group 4 - 1.5" - Tier 2,	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
107	Sewer - Group 4 - 1.5" - Tier 3,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
108	Sewer - Group 4 - 1.5" - Tier 4,	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
109	Sewer - Group 4 - 1.5" - Tier 5,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
110	Sewer - Group 4 - 2" - Tier 1,	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
111	Sewer - Group 4 - 2" - Tier 2,	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
112	Sewer - Group 4 - 2" - Tier 3,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
113	Sewer - Group 4 - 2" - Tier 4,	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
114	Sewer - Group 4 - 2" - Tier 5,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
115	Sewer - Group 5 - 2" - Tier 1,	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
116	Sewer - Group 5 - 2" - Tier 2,	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961
117	Sewer - Group 5 - 2" - Tier 3,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
118	Sewer - Group 5 - 2" - Tier 4,	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331
119	Sewer - Group 5 - 2" - Tier 5,	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303

5. Performance Assurance Results

5.1. Summary of Realized & Guaranteed Savings

Annual Realized Savings for Annual Period 1 amounted to **\$1,064,758** comprised of **\$1,055,353** in Option A, and **\$9,405** in Operational Savings. These Savings are summarized by M&V Option in **Figure 2** and by FIM in **Table 14**. Annual Realized Savings exceeded the Guaranteed Annual Savings of **\$982,396** by **\$82,361**. The following sections detail the Savings associated with each FIM under their respective option types.

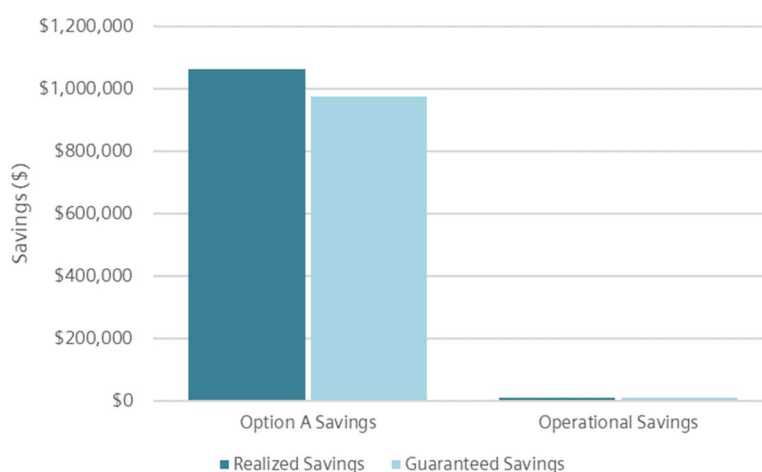


Figure 2: Annual Period 1 Cost Savings by Option Type

Table 14: Annual Period 1 Realized Cost Savings by FIM

Facility Improvement Measure	Option A Savings	Operational Savings	Total
Water Meters/AMI	\$974,071	\$0	\$974,071
HVAC Armor	\$7,010	\$875	\$7,885
HVAC Replacements	\$4,350	\$1,250	\$5,600
Lighting	\$55,333	\$6,380	\$61,713
Traffic Signals	\$14,589	\$900	\$15,489
Subtotal	\$1,055,353	\$9,405	\$1,064,758

5.2. Option A Energy Savings

Realized Option A Savings for the current Annual Period amounted to **\$1,055,653**, which exceeded the guaranteed **\$972,991** in Savings by **\$82,361** or 8.5%. Option A FIMs include Water Meters/AMI, HVAC Armor, HVAC Replacements, Lighting, and Traffic Signals.

Table 15. Option A Savings for Current Annual Period

Facility Improvement Measure	Realized Electric Energy Savings (kWh/yr)	Guaranteed Electric Energy Savings (kWh/yr)	Realized Measured Usage Increase (volume) (gals)	Guaranteed Measured Usage Increase (volume) (gals)	Realized Savings (\$)	Guaranteed Savings (\$)	Savings Variance (\$)
Water Meters/AMI			3,752,956	3,466,106	\$974,071	\$899,619	\$74,451
HVAC Armor	80,377	72,506			\$7,010	\$6,214	\$796
HVAC Replacements	54,374	46,218			\$4,350	\$3,961	\$389
Lighting	691,666	575,705			\$55,333	\$49,338	\$5,995
Traffic Signals	152,760	145,122			\$14,589	\$13,859	\$730
Total	979,178	839,550	3,752,956	3,466,106	\$1,055,353	\$972,991	\$82,361

5.2.1. Water Meters/AMI

Under the Water Meters system upgrade, Siemens replaced and/or retrofitted existing water meters with new water meters and radios, including any required modifications to existing meter boxes, lids, etc. [Table 16](#) summarizes the water meter quantities and types that were included in the original contracted scope of work, along with the amended water meter quantities and types according to pending Amendment 1 of the Performance Contracting Agreement. Siemens also installed a new Neptune R900i Automatic Metering Infrastructure (AMI) system which involved installing 9 Neptune Gateway Data Collectors, 1 MRS Drive by Mobile Unit, and 1 Nimble Ranger Handheld Reader.

Table 16: Original Contracted Water Meter Quantities and Types

Original Quantity	Amended Quantity	Size	Type	Description
8748	9543	5/8" X 3/4"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
466	598	1"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
101	109	1.5"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
1082	365	2"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
51	37	2"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
15	17	3"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
4	3	3"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
17	0	4"	Neptune TRU/FLO Compound Meter	Fixed Base Water Meter and Transmitter Replacement
12	4	4"	Neptune TRU/FLO Compound Meter	Fixed Base Water Meter and Transmitter Replacement
3	11	6"	Neptune TRU/FLO Compound Meter	Fixed Base Water Meter and Transmitter Replacement
2	3	6"	Neptune TRU/FLO Compound Meter	Fixed Base Water Meter and Transmitter Replacement
1	0	6"	Neptune Protectus SS w/T-10	Fixed Base Water Meter and Transmitter Replacement
1	0	8"	Neptune Protectus SS w/T-10	Fixed Base Water Meter and Transmitter Replacement
10,503	10,690	Total		

The fundamental principle behind this FIM is that observable decline in measurement efficiency of a water meter is predictable over time.

A new, residential water meter will mechanically wear in response to cumulative water and age. Meters with greater amounts of cumulative water measured at any given time are likely to be less accurate than meters with lower accumulated reading due to increased wear accompanying the

increased amount of measured water. Age and water quality are also contributing factors in meter accuracy. This FIM involved replacing existing water meters throughout Weslaco with new, high-accuracy meters in order to increase the billable water revenues.

The overall benefits of implementing this FIM are:

- Revenue enhancement to the municipal water authority
- Cost avoidance of future meter failure
- More accurate billing
- Recovered revenue
- Fairness (new water customers only pay for water they actually use)
- Risk reduction/persistence of revenue

The total billable water/sewer increase equaled **\$974,071**, which is **\$74,451** in excess of the **\$899,619** guarantee. The billable water increase is summarized in [Table 17](#).

Table 17. Water Meter/AMI Savings for Annual Period 1

Facility Improvement Measure	Measured Usage Increase (volume) (gals)	Expected Usage Increase (volume) (gals)	Measured Revenue Increase (\$)	Expected Revenue Increase (\$)	Savings Variance (\$)
Water Meters/AMI	3,752,956	3,466,106	\$974,071	\$899,619	\$74,451

The key parameter used to determine increased billable usage is water meter accuracy. Accuracy testing is performed annually for the length of the Performance Assurance Services Program (PASP) term on a random sampling of eleven (11) meters as outlined in Article 4 of the Performance Contracting Agreement. The M&V Plan dictates using a confidence and precision level of 80% and 20% respectively for meters sizes of 5/8", 1", 1.5" and 2", to provide assurance that the overall meter system is maintaining the desired level of accuracy.

Siemens requested an updated water meter database from Weslaco several prior to testing. Test meters were chosen based on a random sampling approach. Siemens created a test list that was sent to Weslaco for approval. The test list included eleven (11) preferred meter locations plus an additional five (5) alternate meter locations. All meter locations were approved by Weslaco for this Annual Period's meter testing. The meters were pulled, and subsequently tested for this Annual Period on July 9th, 2018.

Siemens removed and replace a total of 11 meters from the following meter sizes:

- 5/8" Neptune T-10 meters
- 1" Neptune T-1 meter

The selected meters were tested at a 3rd party testing facility according to American Water Works Association (AWWA) standards for testing residential water meters per AWWA Manual M6 Fourth Edition. AWWA standards specify first testing a meter at low, medium, and high flow rates then calculating the aggregate meter efficiency by weighted formula. The formula for meter accuracy is as follows:

$$\begin{aligned} & (15\% \times \text{Measured Meter Accuracy @ High flow}) \\ & + (70\% \times \text{Measured Meter Accuracy @ Medium flow}) \\ & + (15\% \times \text{Measured Meter Accuracy @ Low flow}) \\ & \text{Average Weighted Accuracy of the Meter*} \end{aligned}$$

(*reference: AWWA Meter Manual M6, Fourth Edition; pg 60, "Meter Testing")

The weighted accuracy for each meter tested this Annual Period is listed in [Table 18](#).

Table 18: Water Meter Test List and Annual Period 1 Test Results

Account #	Address	Meter #	Meter Size	Meter Accuracy
12-0045-40	703 W SIXTH	37022708	5/8"	99.9%
40-7416-13	1805 BOUGANVILLE SUN VALLE	37154558	5/8"	99.3%
40-7957-00	902 NATALIE ST.	54208601	1"	99.0%
40-0030-02	2608 S BRIDGE	37671393	5/8"	100.0%
40-0399-08	1419 S TIO	37153371	5/8"	99.0%
13-0415-02	401 N ILLINOIS	37022675	5/8"	100.2%
21-1087-00	405 DE LOS SANTOS	37153728	5/8"	99.9%
42-6214-03	1801 CHULA VISTA	37154310	5/8"	100.0%
03-0335-12	800 S TENNESSEE	37671034	5/8"	99.9%
01-0756-00	502 S ILLINOIS	37671618	5/8"	100.0%
40-0880-01	3102 S PALM DR	37671326	5/8"	100.2%

The average of the weighted accuracies is 99.7%, exceeding the contractual guaranteed accuracy of 98.5%. Because the average exceeds the guaranteed accuracy, the meter accuracy results for this Annual Period are deemed acceptable. Annual Period 1 and baseline year average accuracy by meter size can be seen in [Table 19](#). After meter accuracy was measured, the tested meters were returned to Weslaco.

Table 19: Annual Period 1 and Baseline Year Average Accuracy

Time Period	Average Accuracy
Baseline Year	84.0%
Expected Annual Period 1	98.5%
Measured Annual Period 1	99.7%

The average accuracy results were used in the annual revenue calculations to determine the billable usage increase for Annual Period 1 as seen in [Table 20](#).

Table 20: Increased Billable Water Calculations

Annual Revenue Calculations									
Item	Description	Existing Consumption at 100% Accuracy (kGals)	Existing Meter Accuracy %	Existing Consumption (kGals)	Expected New Meter Accuracy %	Measured Meter Accuracy %	Consumption Billed with New Meters (kGals)	Annual Consumption Increase (kGals)	Annual Consumption Increase (\$)
1	Water - Group 1 - 5/8"	2,390,045	84.00%	2,007,638	98.50%	99.70%	2,382,875	375,237	\$101,689.25
2	Water - Group 1 - 1"	4,023	84.00%	3,379	98.50%	99.70%	4,011	632	\$171.15
3	Water - Group 1 - 1.5"	199	84.00%	167	98.50%	99.70%	198	31	\$8.46
4	Water - Group 1 - 2"	26,829	84.00%	22,536	98.50%	99.70%	26,748	4,212	\$1,141.48
5	Water - Group 2 - 5/8"	1,521	84.00%	1,278	98.50%	99.70%	1,517	239	\$66.17
6	Water - Group 3 - 5/8"	669,568	84.00%	562,437	98.50%	99.70%	667,559	105,122	\$42,784.72
7	Water - Group 3 - 1"	11,961	84.00%	10,047	98.50%	99.70%	11,925	1,878	\$764.28
8	Water - Group 3 - 1.5"	10,913	84.00%	9,167	98.50%	99.70%	10,880	1,713	\$697.34
9	Water - Group 3 - 2"	21,749	84.00%	18,269	98.50%	99.70%	21,684	3,415	\$1,389.73
10	Water - Group 4 - 5/8" - Tier 1	20,779	84.00%	17,454	98.50%	99.70%	20,716	3,262	\$988.46
11	Water - Group 4 - 5/8" - Tier 2	56	84.00%	47	98.50%	99.70%	56	9	\$89.95
12	Water - Group 4 - 5/8" - Tier 3	3,743	84.00%	3,144	98.50%	99.70%	3,732	588	\$198.62
13	Water - Group 4 - 5/8" - Tier 4	326	84.00%	274	98.50%	99.70%	325	51	\$17.41
14	Water - Group 4 - 5/8" - Tier 5	9,792	84.00%	8,225	98.50%	99.70%	9,762	1,537	\$527.29
15	Water - Group 4 - 1" - Tier 1	5,905	84.00%	4,960	98.50%	99.70%	5,887	927	\$280.90
16	Water - Group 4 - 1" - Tier 2	23	84.00%	19	98.50%	99.70%	23	4	\$36.36
17	Water - Group 4 - 1" - Tier 3	2,186	84.00%	1,836	98.50%	99.70%	2,179	343	\$115.99
18	Water - Group 4 - 1" - Tier 4	623	84.00%	523	98.50%	99.70%	621	98	\$33.24
19	Water - Group 4 - 1" - Tier 5	2,533	84.00%	2,128	98.50%	99.70%	2,526	398	\$136.42
20	Water - Group 4 - 1.5" - Tier 1	2,565	84.00%	2,155	98.50%	99.70%	2,558	403	\$122.04
21	Water - Group 4 - 1.5" - Tier 2	14	84.00%	12	98.50%	99.70%	14	2	\$22.97
22	Water - Group 4 - 1.5" - Tier 3	976	84.00%	820	98.50%	99.70%	973	153	\$51.80
23	Water - Group 4 - 1.5" - Tier 4	38	84.00%	32	98.50%	99.70%	38	6	\$2.03
24	Water - Group 4 - 1.5" - Tier 5	-	84.00%	-	98.50%	99.70%	-	-	\$0.00

Table 21 (cont.): Increased Billable Water Calculations

Annual Revenue Calculations									
Item	Description	Existing Consumption at 100% Accuracy (kGals)	Existing Meter Accuracy %	Existing Consumption (kGals)	Expected New Meter Accuracy %	Measured Meter Accuracy %	Consumption Billed with New Meters (kGals)	Annual Consumption Increase (kGals)	Annual Consumption Increase (\$)
25	Water - Group 4 - 2" - Tier 1	6,574	84.00%	5,522	98.50%	99.70%	6,554	1,032	\$312.72
26	Water - Group 4 - 2" - Tier 2	32	84.00%	27	98.50%	99.70%	32	5	\$51.68
27	Water - Group 4 - 2" - Tier 3	4,354	84.00%	3,657	98.50%	99.70%	4,341	684	\$231.03
28	Water - Group 4 - 2" - Tier 4	1,371	84.00%	1,152	98.50%	99.70%	1,367	215	\$73.21
29	Water - Group 4 - 2" - Tier 5	3,531	84.00%	2,966	98.50%	99.70%	3,520	554	\$190.15
30	Water - Group 5 - 2" - Tier 1	277	84.00%	233	98.50%	99.70%	277	44	\$12.24
31	Water - Group 5 - 2" - Tier 2	-	84.00%	-	98.50%	99.70%	-	-	\$0.00
32	Water - Group 5 - 2" - Tier 3	-	84.00%	-	98.50%	99.70%	-	-	\$0.00
33	Water - Group 6 - 5/8" - Tier 1	804	84.00%	675	98.50%	99.70%	801	126	\$57.40
34	Water - Group 7 - 5/8" - Tier 1	237,145	84.00%	199,202	98.50%	99.70%	236,434	37,232	\$11,057.85
35	Water - Group 7 - 5/8" - Tier 2	71,533	84.00%	60,088	98.50%	99.70%	71,319	11,231	\$3,335.84
36	Water - Group 7 - 5/8" - Tier 3	257,825	84.00%	216,573	98.50%	99.70%	257,052	40,479	\$12,428.08
37	Water - Group 7 - 1" - Tier 1	148,658	84.00%	124,873	98.50%	99.70%	148,212	23,339	\$6,931.79
38	Water - Group 7 - 1" - Tier 2	56,413	84.00%	47,387	98.50%	99.70%	56,244	8,857	\$2,630.73
39	Water - Group 7 - 1" - Tier 3	327,338	84.00%	274,964	98.50%	99.70%	326,356	51,392	\$15,778.86
40	Water Group 7 - 1.5" - Tier 1	23,164	84.00%	19,458	98.50%	99.70%	23,095	3,637	\$1,080.13
41	Water Group 7 - 1.5" - Tier 2	10,763	84.00%	9,041	98.50%	99.70%	10,731	1,690	\$501.92
42	Water Group 7 - 1.5" - Tier 3	120,996	84.00%	101,637	98.50%	99.70%	120,633	18,996	\$5,832.46
43	Water - Group 7 - 2" - Tier 1	64,223	84.00%	53,947	98.50%	99.70%	64,030	10,083	\$2,994.64
44	Water - Group 7 - 2" - Tier 2	27,817	84.00%	23,366	98.50%	99.70%	27,733	4,367	\$1,297.19
45	Water - Group 7 - 2" - Tier 3	654,763	84.00%	550,001	98.50%	99.70%	652,799	102,798	\$31,561.91
46	Water - Group 8 - 5/8" - Tier 1	514,445	84.00%	432,134	98.50%	99.70%	512,902	80,768	\$24,472.67
47	Water - Group 8 - 5/8" - Tier 2	1,381	84.00%	1,160	98.50%	99.70%	1,377	217	\$2,220.13
48	Water - Group 8 - 5/8" - Tier 3	134,302	84.00%	112,814	98.50%	99.70%	133,899	21,085	\$7,127.56
49	Water - Group 8 - 5/8" - Tier 4	28,411	84.00%	23,865	98.50%	99.70%	28,325	4,460	\$1,516.71
50	Water - Group 8 - 5/8" - Tier 5	518	84.00%	435	98.50%	99.70%	516	81	\$780.51

Table 21 (cont.): Increased Billable Water Calculations

Annual Revenue Calculations									
Item	Description	Existing Consumption at 100% Accuracy (kGals)	Existing Meter Accuracy %	Existing Consumption (kGals)	Expected New Meter Accuracy %	Measured Meter Accuracy %	Consumption Billed with New Meters (kGals)	Annual Consumption Increase (kGals)	Annual Consumption Increase (\$)
51	Water - Group 8 - 5/8" - Tier 6	256,967	84.00%	215,852	98.50%	99.70%	256,196	40,344	\$13,718.17
52	Water - Group 8 - 1" - Tier 1	263,010	84.00%	220,928	98.50%	99.70%	262,220	41,292	\$12,511.63
53	Water - Group 8 - 1" - Tier 2	1,150	84.00%	966	98.50%	99.70%	1,147	181	\$1,848.83
54	Water - Group 8 - 1" - Tier 3	121,381	84.00%	101,960	98.50%	99.70%	121,017	19,057	\$6,441.81
55	Water - Group 8 - 1" - Tier 4	25,775	84.00%	21,651	98.50%	99.70%	25,698	4,047	\$1,376.00
56	Water - Group 8 - 1" - Tier 5	461	84.00%	387	98.50%	99.70%	459	72	\$694.39
57	Water - Group 8 - 1" - Tier 6	141,036	84.00%	118,470	98.50%	99.70%	140,613	22,143	\$7,529.19
58	Water - Group 8 - 1.5" - Tier 1	103,276	84.00%	86,752	98.50%	99.70%	102,966	16,214	\$4,912.95
59	Water - Group 8 - 1.5" - Tier 2	533	84.00%	448	98.50%	99.70%	532	84	\$857.43
60	Water - Group 8 - 1.5" - Tier 3	63,001	84.00%	52,921	98.50%	99.70%	62,812	9,891	\$3,343.54
61	Water - Group 8 - 1.5" - Tier 4	14,964	84.00%	12,570	98.50%	99.70%	14,919	2,349	\$798.87
62	Water - Group 8 - 1.5" - Tier 5	274	84.00%	230	98.50%	99.70%	273	43	\$412.69
63	Water - Group 8 - 1.5" - Tier 6	130,460	84.00%	109,586	98.50%	99.70%	130,068	20,482	\$6,964.58
64	Water - Group 8 - 2" - Tier 1	481,293	84.00%	404,286	98.50%	99.70%	479,849	75,563	\$22,895.58
65	Water - Group 8 - 2" - Tier 2	2,580	84.00%	2,167	98.50%	99.70%	2,572	405	\$4,147.43
66	Water - Group 8 - 2" - Tier 3	328,599	84.00%	276,023	98.50%	99.70%	327,613	51,590	\$17,439.08
67	Water - Group 8 - 2" - Tier 4	89,546	84.00%	75,219	98.50%	99.70%	89,278	14,059	\$4,780.44
68	Water - Group 8 - 2" - Tier 5	1,710	84.00%	1,436	98.50%	99.70%	1,704	268	\$2,576.59
69	Water - Group 8 - 2" - Tier 6	2,262,773	84.00%	1,900,729	98.50%	99.70%	2,255,984	355,255	\$120,798.17
70	Sewer - Group 1 - 5/8"	9,014,300	84.00%	7,572,012	98.50%	99.70%	8,987,257	1,415,245	\$250,498.38
71	Sewer - Group 1 - 1"	98,235	84.00%	82,517	98.50%	99.70%	97,940	15,423	\$2,729.84
72	Sewer - Group 1 - 1.5"	4,040	84.00%	3,394	98.50%	99.70%	4,028	634	\$112.28
73	Sewer - Group 1 - 2"	549,083	84.00%	461,230	98.50%	99.70%	547,436	86,206	\$15,258.48
74	Sewer - Group 2 - 5/8"	68	84.00%	57	98.50%	99.70%	68	11	\$2.83
75	Sewer - Group 3 - 5/8" - Tier 1	89,646	84.00%	75,303	98.50%	99.70%	89,377	14,074	\$3,208.98

Table 21 (cont.): Increased Billable Water Calculations

Item	Description	Existing Consumption at 100% Accuracy (kGals)	Existing Meter Accuracy %	Existing Consumption (kGals)	Expected New Meter Accuracy %	Measured Meter Accuracy %	Consumption Billed with New Meters (kGals)	Annual Consumption Increase (kGals)	Annual Consumption Increase (\$)
76	Sewer - Group 3 - 5/8" - Tier 2	315	84.00%	265	98.50%	99.70%	315	50	\$538.09
77	Sewer - Group 3 - 5/8" - Tier 3	47,167	84.00%	39,620	98.50%	99.70%	47,025	7,405	\$1,880.91
78	Sewer - Group 3 - 5/8" - Tier 4	193	84.00%	162	98.50%	99.70%	192	30	\$318.65
79	Sewer - Group 3 - 5/8" - Tier 5	111,665	84.00%	93,799	98.50%	99.70%	111,330	17,531	\$4,453.00
80	Sewer - Group 3 - 1" - Tier 1	87,963	84.00%	73,889	98.50%	99.70%	87,699	13,810	\$3,148.73
81	Sewer - Group 3 - 1" - Tier 2	431	84.00%	362	98.50%	99.70%	430	68	\$735.05
82	Sewer - Group 3 - 1" - Tier 3	51,470	84.00%	43,235	98.50%	99.70%	51,316	8,081	\$2,052.53
83	Sewer - Group 3 - 1" - Tier 4	160	84.00%	134	98.50%	99.70%	159	25	\$263.58
84	Sewer - Group 3 - 1" - Tier 5	45,649	84.00%	38,345	98.50%	99.70%	45,512	7,167	\$1,820.38
85	Sewer - Group 3 - 1.5" - Tier 1	8,571	84.00%	7,200	98.50%	99.70%	8,546	1,346	\$306.82
86	Sewer - Group 3 - 1.5" - Tier 2	57	84.00%	48	98.50%	99.70%	57	9	\$96.79
87	Sewer - Group 3 - 1.5" - Tier 3	9,856	84.00%	8,279	98.50%	99.70%	9,826	1,547	\$393.04
88	Sewer - Group 3 - 1.5" - Tier 4	42	84.00%	36	98.50%	99.70%	42	7	\$70.16
89	Sewer - Group 3 - 1.5" - Tier 5	23,877	84.00%	20,057	98.50%	99.70%	23,806	3,749	\$952.18
90	Sewer - Group 3 - 2" - Tier 1	149,232	84.00%	125,355	98.50%	99.70%	148,784	23,429	\$5,341.91
91	Sewer - Group 3 - 2" - Tier 2	832	84.00%	699	98.50%	99.70%	830	131	\$1,419.34
92	Sewer - Group 3 - 2" - Tier 3	139,835	84.00%	117,461	98.50%	99.70%	139,415	21,954	\$5,576.32
93	Sewer - Group 3 - 2" - Tier 4	593	84.00%	498	98.50%	99.70%	591	93	\$979.56
94	Sewer - Group 3 - 2" - Tier 5	689,642	84.00%	579,299	98.50%	99.70%	687,573	108,274	\$27,501.53
95	Sewer - Group 4 - 5/8" - Tier 1	330,479	84.00%	277,602	98.50%	99.70%	329,487	51,885	\$14,112.76
96	Sewer - Group 4 - 5/8" - Tier 2	798	84.00%	670	98.50%	99.70%	795	125	\$1,122.03
97	Sewer - Group 4 - 5/8" - Tier 3	84,340	84.00%	70,846	98.50%	99.70%	84,087	13,241	\$4,012.54
98	Sewer - Group 4 - 5/8" - Tier 4	229	84.00%	192	98.50%	99.70%	228	36	\$334.81
99	Sewer - Group 4 - 5/8" - Tier 5	85,719	84.00%	72,004	98.50%	99.70%	85,462	13,458	\$4,078.13
100	Sewer - Group 4 - 1" - Tier 1	157,768	84.00%	132,525	98.50%	99.70%	157,295	24,770	\$6,737.32

Table 21 (cont.): Increased Billable Water Calculations

Annual Revenue Calculations									
Item	Description	Existing Consumption at 100% Accuracy (kGals)	Existing Meter Accuracy %	Existing Consumption (kGals)	Expected New Meter Accuracy %	Measured Meter Accuracy %	Consumption Billed with New Meters (kGals)	Annual Consumption Increase (kGals)	Annual Consumption Increase (\$)
101	Sewer - Group 4 - 1" - Tier 2	640	84.00%	538	98.50%	99.70%	639	101	\$900.97
102	Sewer - Group 4 - 1" - Tier 3	86,367	84.00%	72,548	98.50%	99.70%	86,108	13,560	\$4,108.94
103	Sewer - Group 4 - 1" - Tier 4	270	84.00%	227	98.50%	99.70%	269	42	\$395.85
104	Sewer - Group 4 - 1" - Tier 5	85,610	84.00%	71,912	98.50%	99.70%	85,353	13,441	\$4,072.92
105	Sewer - Group 4 - 1.5" - Tier 1	6,376	84.00%	5,356	98.50%	99.70%	6,357	1,001	\$272.29
106	Sewer - Group 4 - 1.5" - Tier 2	42	84.00%	35	98.50%	99.70%	42	7	\$58.61
107	Sewer - Group 4 - 1.5" - Tier 3	5,123	84.00%	4,303	98.50%	99.70%	5,107	804	\$243.71
108	Sewer - Group 4 - 1.5" - Tier 4	12	84.00%	10	98.50%	99.70%	12	2	\$17.44
109	Sewer - Group 4 - 1.5" - Tier 5	9,582	84.00%	8,049	98.50%	99.70%	9,553	1,504	\$455.88
110	Sewer - Group 4 - 2" - Tier 1	268,815	84.00%	225,805	98.50%	99.70%	268,009	42,204	\$11,479.50
111	Sewer - Group 4 - 2" - Tier 2	1,464	84.00%	1,230	98.50%	99.70%	1,460	230	\$2,059.84
112	Sewer - Group 4 - 2" - Tier 3	238,058	84.00%	199,969	98.50%	99.70%	237,344	37,375	\$11,325.76
113	Sewer - Group 4 - 2" - Tier 4	965	84.00%	811	98.50%	99.70%	963	152	\$1,414.24
114	Sewer - Group 4 - 2" - Tier 5	1,224,048	84.00%	1,028,200	98.50%	99.70%	1,220,375	192,175	\$58,234.74
115	Sewer - Group 5 - 2" - Tier 1	2,143	84.00%	1,800	98.50%	99.70%	2,136	336	\$91.51
116	Sewer - Group 5 - 2" - Tier 2	14	84.00%	12	98.50%	99.70%	14	2	\$20.10
117	Sewer - Group 5 - 2" - Tier 3	2,843	84.00%	2,388	98.50%	99.70%	2,834	446	\$135.25
118	Sewer - Group 5 - 2" - Tier 4	14	84.00%	12	98.50%	99.70%	14	2	\$20.93
119	Sewer - Group 5 - 2" - Tier 5	17,748	84.00%	14,908	98.50%	99.70%	17,694	2,786	\$844.35
TOTALS		23,904,181		20,079,512			23,832,469	3,752,956	\$974,070.61

5.2.2. HVAC Armor

Siemens installed HVAC armor on existing HVAC systems. HVAC armor is a restorative coating impregnated with 65% aluminum in a base of industrial grade polyurethane applied to reduce corrosion and make cleaning easier and more efficient.

Table 21 summarizes the HVAC equipment in which armor was applied at Weslaco with the equipment that was removed, as per pending Amendment 1, crossed out.

Table 21: Original Contracted HVAC Armor Locations

Facility Name	Location	Manuf.	Model #	Serial #
Customs Building	Roof	Trane	4TCC3036A100AB	9372KP79H
Customs Building	Roof	Trane	4TCC3036A100AB	10123LLE9H
Customs Building	Roof	Trane	4TCC3036A100AB	9464HXE9H
Public Works	SE Ext ground	Trane	2TTB3060A1000AA	80134662F
Public Works	Ext ground	Trane	TTA240B400FB	8024Y0AAD
Public Works	Ext ground	Trane	TTA150H400AA	16202LR4YA
Public Works	NE Ext ground	Trane	2TTB3048A1000AA	7503RSX4F
Fire Station #2	Roof	Trane	M4AC3048A1000AA	(missing)
Fire Station #2	Roof	Trane	M4AC3060A1000AA	(missing)
Fire Station #2	Roof	Rheem	RAKB-036JAZ	6952M520403394
City Hall	Roof	Trane	RAUCC30EBY03ABD000020	C05E03761
City Hall	Roof	Trane	RAUCC30EBY03ABD000020	C05E03760
City Hall	Roof	Daikin	DTH036XXX1DXXXAA	1507346290
Parks Office	Ext ground	Rheem	RAKA-042CAZ	5462FF049907081
Weslaco Service Center	Ext ground	Johnson	TCJD60S43S4EA	W1H5908370
Weslaco Service Center	Ext ground	Rheem	RAND-024JAZ	7293F080603118
Weslaco Service Center	Ext ground	Rheem	RANL-060CAZ	7394W311001035
Tower Theater	Ext ground	Rheem	13AJN60A01	W401434791
Library Annex	Roof	Trane	4TTA3048D3000CA	133028WX3F
Library Annex	Roof	Daikin	DX13SA0603AC	1610072965
Library	Roof	Carrier	50PG-C08-AB50-AA	3406G50002
Library	Roof	Carrier	50PG-C08-AB50-AA	3406G50003
Library	Roof	Carrier	50PG-C06-AB50-AA	3406G20013
Library	Roof	Carrier	50PG-C06-AB50-AA	3406G20014
Library	Roof	Trane	4TTA3060D3000CA	12363MEC4F
Library	Roof	Trane	4TTA3060D3000CA	12363ME84F
Library	Roof	Trane	4TTA3060D3000CA	12365T4N4F
Library	Roof	Trane	4TTA3060D3000CA	12365T224F
Library	Roof	Trane	M4AC3024A1000AA	(missing)
Mayor Braught Theater	Roof	Rheem	RAWD-090CAZ	7002F150605199
Mayor Braught Theater	Roof	Rheem	RAWE-092CAZ	F421402012
Mayor Braught Theater	Roof	Rheem	RLKA-A085CM	6225F020615525
Police Substation	Roof	Trane	TSC060E3E0A	121011746L
Police Substation	Roof	Am. Std.	TSC048E3E0A	111010737L
Fire Administration Building	Roof	Trane	TSC092F3E0A09000	160411943L
Terminal	Ext ground	Rheem	RAWL-090CAZ	7753W041308615
Water Treatment Plant	Ext ground	Trane	4TWB4036G1000AB	13045KW22F
Water Treatment Plant	Ext ground	Trane	TTA090D400AA	14284SCAYA
Water Treatment Plant	Ext ground	Trane	TTA090D400AA	14284SCWYA
Water Treatment Plant	Ext ground	Trane	TTA120E400AA	1430481DYA
Water Treatment Plant	Ext ground	Trane	TTA120E400AA	1430481AYA

Crossed out listings were removed from the scope as per pending Amendment 1.

HVAC armor electric energy Savings result from the increased efficiency of the condensing units due to the cleaning of the condenser coils and application of a corrosion inhibit coil coating that increases heat transfer. When applied, the coils are UV resistant which prevents any further corrosion. Likewise, the coating is hydrophobic which prevents build-up of dust and mold. A reduction in condensing unit power draw also results in improved operating efficiency and reduced electric energy consumption.

Energy savings were determined by verifying the improvement in COP efficiency (%Change). Measured pre- and post-retrofit condenser unit temperature (°F) and compressor pressure (psi) were inputted into a software program to calculate enthalpy (h) for each Stage of the refrigeration cycle for a sample of units. The calculated pre- and post-retrofit enthalpy (h) were used to determine %Change, which is then multiplied by the baseline electricity consumption to quantify annual electricity Savings (Table 22).

Table 22: COP Efficiency Measurements for HVAC Armor

HVAC Armor Unit	Pre-Retrofit COP	Expected Post-Retrofit COP	Measured Post-Retrofit COP
Weslaco Library SN: 3406G20013	5.81	6.93	8.15
Weslaco Library SN: 3406G20014	8.06	8.47	8.70

During Annual Period 1, realized Savings amounted to **\$7,010** which is **\$796** greater than the guaranteed **\$6,214** (Table 23).

Table 23: HVAC Savings for Annual Period 1

Facility Improvement Measure	Realized Electric Energy Savings (kWh/yr)	Guaranteed Electric Energy Savings (kWh/yr)	Realized Savings (\$)	Guaranteed Savings (\$)	Savings Variance (\$)
HVAC Armor	80,377	72,506	\$7,010	\$6,214	\$796

5.2.3. HVAC Replacements

The HVAC units listed in **Table 24** were replaced with new, high efficiency units.

Table 24: HVAC Replacements

Facility Name	Location	Manuf.	Model #	Serial #	Base Efficiency (SEER)	Post Efficiency (SEER)
Public Works	N Ext ground	Trane	2TTB3018A1000AA	7374LAC5F	1.20	0.86
Fire Station #3	Ext ground	Carrier	38BRC048540	1500E03324	1.20	0.86
City Hall	Roof	Trane	2TTB2036A1000AA	43454U73F	1.00	0.86
Parks Office	Ext ground	Rheem	RAKA-042CAZ	5462FF049907081	1.20	0.86
Weslaco Service Center	Ext ground	Rheem	RAWD-090CAZ	7002F180405605	1.09	0.86
Tower Theater	Ext ground	Rheem	RAKB-048JAZ	6954 M2605 15561	1.20	0.86
Fire Marshal Office	Roof	(missing)	(missing)	(missing)	1.20	0.86
Fire Marshal Office	Roof	Rheem	RAKA-030JAZ	6908F420305298	1.20	0.86
Fire Marshal Office	Roof	Goodman	CK60-1C	9808500196	1.20	0.86
Office Building @ Tower Theater	Ext ground	Ruud	UAKA-042JAZ	5461F180216930	1.20	0.86
Fire Administration Building	Roof	Trane	(missing)	(missing)	1.20	0.86

Verification of electric savings were based upon post-retrofit efficiency of the HVAC units based on manufacturer's specifications . During Annual Period 1, electric energy savings were achieved. Realized Savings amounted to **\$4,350** which is **\$389** greater than the guaranteed **\$3,961** (**Table 25**).

Table 25: HVAC Replacement Savings for Annual Period 1

Facility Improvement Measure	Realized Electric Energy Savings (kWh/yr)	Guaranteed Electric Energy Savings (kWh/yr)	Realized Savings (\$)	Guaranteed Savings (\$)	Savings Variance (\$)
HVAC Replacements	54,374	46,218	\$4,350	\$3,961	\$389

5.2.4. Lighting

The existing lighting system was retrofitted with more energy efficient lighting equipment resulting in electric energy savings as shown in **Table 26**.

Table 26: Lighting Location Proposed

Interior Lighting Locations	Exterior Lighting Locations
Airport	Airport
Animal Shelter	Animal Shelter
Brought Theater	Brought Theater
City Hall	City Hall
Fire Administration Building	Fire Administration Building
Fire Station #2	Fire Station #2
Fire Station #3	Fire Station #3
Library	Library Annex
Old City Hall	Old City Hall
Parks – 1020 W. 18 th St.	Parks – 1020 W. 18 th St.
Parks – 1206 E. 6 th St.	Parks – 1200 E. 6 th St.
Parks – 300 N. Airport Dr.	Parks – 300 N. Airport Dr.
Parks – Harlon Block Park	Parks – 301 S. Border Ave.
Parks – Valley Nature Center	Parks – 400 Hidalgo St.
Public Works	Parks – Harlon Block Park
Wastewater Treatment North	Parks – Valley Nature Center
Water Treatment Plant	Public Parking Garage
	Public Works
	Wastewater Treatment North
	Water Treatment Plant

Table 27 demonstrates the lighting improvements quantities installed at Weslaco.

Table 27: Lighting Improvements Fixture Quantity

Description	Quantity
Don't Do - Not included in Project	1042
LED New Exit Sign	2
LED New fixture	293
LED Relamp	502
LED Retrofit Kit	116
Linear LED Retrofit	954
Linear LED Retrofit Kit	632
New Occupancy Sensor	10
Total	2509

Savings were verified based on a sampling of one-time measurements of the lighting power capacity under existing conditions, a sampling of one-time measurements of the lighting power capacity upon completion of the lighting retrofit project and agreed-upon annual operating hours. Spot wattage measurements of a random sample of pre-retrofit (baseline) and post-retrofit fixture types or fixture circuits were used to establish power capacity. Sample size for wattage

measurements was determined based on FEMP guidelines for sample size determination, with overall population sample size not to exceed 10% of the retrofit population.

Realized lighting Savings totaled \$55,333 which is \$5,995 greater than the guaranteed cost Savings of \$49,338 (Table 28). Savings resulted from post- retrofit fixture measurements that were lower than expected (Table 29 and Table 30).

Table 28: Lighting Savings for Annual Period 1

Facility Improvement Measure	Realized Electric Energy Savings (kWh/yr)	Guaranteed Electric Energy Savings (kWh/yr)	Realized Savings (\$)	Guaranteed Savings (\$)	Savings Variance (\$)
Lighting	691,666	575,705	\$55,333	\$49,338	\$5,995

Table 29: Pre-Retrofit Lighting Measurement Comparison

Fixture Type	Quantity	Expected Pre-Retrofit Watts	Measured Pre-Retrofit Watts	% Difference
CFL-32W-MT-4P(1): B-CFL-2-32-ELECT(1)	22	36.0	34.1	-5.6%
FLU-F32T8(2): B-T8-2-32-IS-SP(1)	110	59.0	60.9	3.1%
FLU-F32T8(3): B-T8-2-32-IS-SP(2)	132	90.0	90.6	0.7%
FLU-F32T8(3): B-T8-3-32-IS-SP(1)	100	85.0	86.6	1.8%
FLU-F32T8(4): B-T8-4-32-IS-SP(1)	616	112.0	110.0	-1.8%
FLU-F34T12(4): B-T12-2-40-MAG(2)	121	144.0	136.5	-5.5%
FLU-F54T5/HO(4): B-T5HO-4-54-PS-RP(1)	957	240.0	231.6	-3.6%
FLU-F96T12(2): B-T12SL-2-75-MAG(1)	176	158.0	159.6	1.0%
HPS-100W-ED-SIM(1): B-HPS-1-100-MAG(1)	103	130.0	120.0	-8.3%
HPS-150W-ED-SIM(1): B-HPS-1-150-MAG(1)	113	188.0	173.9	-8.1%
MH-100W-ED-SIM(1): B-MH-1-100-MAG(1)	51	129.0	119.2	-8.2%
MH-175W-ED-SIM(1): B-MH-1-175-MAG(1)	87	210.0	197.5	-6.3%
MH-250W-ED-SIM(1): B-MH-1-250-MAG(1)	220	295.0	278.0	-6.1%
MH-400W-ED-SIM(1): B-MH-1-400-MAG(1)	40	458.0	421.1	-8.8%
MH-400W-ED-SIM(2): B-MH-1-400-MAG(2)	54	916.0	924.5	0.9%

Table 30: Post-Retrofit Lighting Measurement Comparison

Fixture Type	Quantity	Expected Pre-Retrofit Watts	Measured Pre-Retrofit Watts	% Difference
LED-15W-A-SI(1): NA(0); 15	25	15.0	14.2	-5%
LED-15W-T8L4A-BP(2): B-LED-2-15-DRV(1); 30	260	30.0	29.6	-1%
LED-15W-T8L4A-BP(2): B-LED-2-15-DRV-SP(1); 36	242	36.0	35.9	0%
LED-15W-T8L4A-BP(2): B-LED-4-15-DRV(0.5); 30	110	30.0	29.4	-2%
LED-15W-T8L4A-BP(3): B-LED-3-15-DRV(1); 44	97	44.0	43.8	-1%
LED-15W-T8L4A-BP(3): B-LED-3-15-DRV-SP(1); 54	737	54.0	54.5	1%
LED-15W-T8L4A-BP(4): B-LED-4-15-DRV(1); 60	176	60.0	59.3	-1%
LED-25W-T5L4A-MBP(4): B-T5HO-2-54-PS-RP(2); 100	957	100.0	99.2	-1%
LED-NA-FXT90-NB(1): NA(0); 109	32	109.0	109.0	0%
LED-NA-FXT90-NB(1): NA(0); 19	461	19.0	18.9	-1%
LED-NA-FXT90-NB(1): NA(0); 245	54	245.0	243.3	-1%
LED-NA-FXT90-NB(1): NA(0); 28	87	28.0	27.8	-1%
LED-NA-FXT90-NB(1): NA(0); 56	20	56.0	56.2	0%
LED-NA-FXT90-NB(1): NA(0); 70	144	70.0	69.9	0%
LED-NA-FXT90-NB(2): NA(0); 56	54	56.0	56.0	0%
LED-NA-KIT50-NB(1): B-LED-1-25-DRV(1); 27	22	27.0	26.7	-1%

5.2.5. Traffic Signals

Siemens retrofitted the existing traffic signal light fixtures with more energy- efficient LED lighting fixtures. **Table 31** lists the traffic signal quantities and types installed at Weslaco.

Table 31: Lighting Fixture Types for Traffic Signals

Fixture Type	Quantity
12" red traffic ball	117
12" yellow traffic ball	105
12" green traffic ball	109
12" yellow arrow	27
12" green arrow	27
hand & person countdown 16"	27

Verification of electric energy savings were achieved through a one-time calculation of energy reduction based on manufacturer's specifications of electric demand and industry stipulated hours of operation for each installed fixture type.

Realized traffic signal Savings totaled \$14,589 which is \$730 greater than the guaranteed Savings of \$13,859 (**Table 32**).

Table 32: Traffic Signals Savings for Annual Period 1

Facility Improvement Measure	Realized Electric Energy Savings (kWh/yr)	Guaranteed Electric Energy Savings (kWh/yr)	Realized Savings (\$)	Guaranteed Savings (\$)	Savings Variance (\$)
Traffic Signals	152,760	145,122	\$14,589	\$13,859	\$730

5.3. Operational Savings

In addition to energy Savings, the Contract provided Operational Savings benefits to the City of Weslaco. **Table 33** identifies the sources of Operational Savings which were defined, quantified, and agreed-upon by both Siemens and Weslaco for Annual Period 1. It is important to note that Operational Savings are Stipulated Savings and will not be measured or monitored during the Performance Guarantee Period.

Table 33. Operational Savings for Annual Period 1

FIM	Description	First Annual Period Savings
HVAC Armor	O&M savings based on extended life of existing equipment and fewer maintenance service calls.	\$875
HVAC Replacements	O&M savings based on new equipment so City will not need to pay for parts or repairs that covered under warranty.	\$1,250
Lighting	O&M savings based on new lights so City will not need to pay for material or replacements that are covered under warranty.	\$6,380
Traffic Signals	O&M savings based on new lights so City will not need to pay for material or replacements that are covered under warranty.	\$900

6. Construction Savings

Construction Period Savings are the energy Savings realized between the time a FIM is considered substantially complete and the project as a whole is considered substantially complete. During this time period, Weslaco has beneficial use of the equipment and is, therefore, realizing Savings. Construction Period Savings for this project are not guaranteed. Realized Construction Period Savings are **\$5,485 (Table 34)**.

Construction Period Savings are calculated by prorating the Annual Period 1 realized Savings to the period of beneficial use. There are two considerations for prorating in order to determine Construction Period Savings: (1) for weather independent energy savings, the number of days of beneficial use between when substantial completion was signed and the start of Annual Period 1, and (2) for weather dependent energy savings, the heating degree days (HDD) or cooling degree days (CDD) during that period of beneficial use compared to the annual HDD or CDD for Annual Period 1. The Construction Period HDD and CDD are listed in Appendix, Section 8.1.

For example, the lighting retrofit savings include electric energy savings. The electric energy savings are weather independent, so the Construction Period Savings are prorated based on the number of days between the substantial completion date of 10/15/18 and the start of Annual Period 1 (02/01/19), which is 109 days or 29.9% of one year. However, the HVAC armor savings have electric energy savings only during the cooling season, so the savings are weather dependent. Therefore, these savings are calculated using the percentage of total construction period CDD between the substantial completion date and the start of Annual Period 1. This results in 7.4% of one year's savings.

Formulae for Calculating Weather Independent Savings:

Construction Period Weather Independent Savings =
Annual Period 1 Weather Independent Realized Savings * %Days

Where:

%Days = Days / DPY

Days = Days between FIM substantial completion and the start of Annual Period 1

DPY = Day per year = 365 days/yr

Formulae for Calculating Weather Dependent Savings:

Construction Period Heating Dependent Savings =
Annual Period 1 Heating Dependent Realized Savings * %HDD

Where:

%HDD = Full Years + HDD_c/HDD_A

HDD_A = Annual Heating Degree Days during the Construction Period (or Partial Year)

HDD_c = Heating Degree Days Elapsed During Period of Beneficial Use (for Partial Year)

Construction Period Cooling Dependent Savings =
Annual Period 1 Cooling Dependent Realized Savings * %CDD

Where:

%CDD = CDD_c/CDD_A

CDD_A = Annual Heating Degree Days during the Construction Period (for Partial Year)

CDD_c = Heating Degree Days Elapsed During Period of Beneficial Use (for Partial Year)

Table 34. Construction Savings

Facility Improvement Measure	FIM Substantial Completion	Days	% Days	HDD _C	% HDD	CDD _C	% CDD	Heating Dependent (H)/ Cooling Dependent (C)/ Weather Independent (I)	
								Electric Energy Savings (kWh/yr)	Measured Usage Increase (volume) (gals)
HVAC Armor	10/15/2018	109	29.9%	464	77.7%	362	7.4%	C	
HVAC Replacements	10/15/2018	109	29.9%	464	77.7%	362	7.4%	I	
Lighting	10/15/2018	109	29.9%	464	77.7%	362	7.4%	I	
Traffic Signals	12/19/2018	44	12.1%	170	28.5%	88	1.8%	I	
Water Meters/AMI*	12/19/2018	44	12.1%	170	28.5%	88	1.8%		I
Total									

Facility Improvement Measure	Realized Annual Period 1 Savings		Realized Construction Period Savings		Construction Cost Savings By Utility		
	Electric Energy Savings (kWh/yr)	Measured Usage Increase (volume) (gals)	Electric Energy Savings (kWh/yr)	Measured Usage Increase (volume) (gals)	Electric Energy Savings (kWh/yr)	Measured Usage Increase (volume) (gals)	Realized Construction Period Cost Savings
HVAC Armor	85,301	0	6,354	0	\$545	\$0	\$545
HVAC Replacements	54,374	0	16,238	0	\$1,392	\$0	\$1,392
Lighting	691,666	0	206,552	0	\$1,790	\$0	\$1,790
Traffic Signals	152,760	0	18,415	0	\$1,759	\$0	\$1,759
Water Meters/AMI*	0	3,752,956	0	0	\$0	\$0	\$0
Total	984,101	3,752,956	247,559	0	\$5,485	\$0	\$5,485

*No construction savings are claimed for Water Meters/AMI

7. Other Reporting Data

7.1. Site Visit Reports

Date of Inspection: February 3rd, 2020

Customer: City of Weslaco, Texas

Customer Representatives:

- Omar Rodriguez, Parks Director

Siemens Inspector(s):

- Mark Castañeda, Performance Assurance Sr. Client Service Manager
- Zachary Grindle, Project Manager
- Rey Ruiz, Project Manager

Reason for Trip:

Perform annual inspection of FIM's implemented and meet with Weslaco's Parks Director, Omar to discuss overall performance of the project and identify any issues related to the FIM equipment installed.

Facility Improvement Measure	Option Type	Inspection Note
Water Meters & AMI (Automatic Metering Infrastructure) System	A	Inspect sample of water meters in operation (randomly selected) and spot check of AMI collector equipment
HVAC Armor	A	Inspect sample of HVAC equipment that received HVAC Armor coating
HVAC Replacement	A	Inspect sample of HVAC replacements
Lighting	A	Inspect sample of LED Lighting upgrades for proper installation and operation
Traffic Signals	A	Inspect sample of upgraded Traffic Signals for proper installation and operation

Results of Inspection:

Water Meters & AMI System: Inspected random Neptune water meters in ground that were active and in operation. All water meters inspected appeared to be properly installed and operational as expected. Below are photos taken during the site inspection. In addition, inspected AMI equipment at collector locations listed below. All AMI equipment inspected appeared to be properly installed and operational as expected. One note, several of the AMI collectors were not accessible so additional coordination is need next performance period to visually inspect.

In addition to the visual inspection, Siemens discussed the Water Meter/AMI FIM with Omar. Omar did report having some non-reads, however there was nothing out of the ordinary that was not expected from the water meters or AMI equipment.



Figure 3: Typical 5/8" Neptune Mach 10 Water Meter in Service



Figure 4: Typical 1" Neptune Mach 10 Water Meter in Service



Figure 5: Typical Water Meter Lid & AMI Antenna in Service



Figure 6: Typical 5/8" Neptune Mach 10 Water Meter in Service



Figure 7: AMI Collector atop Water Tower

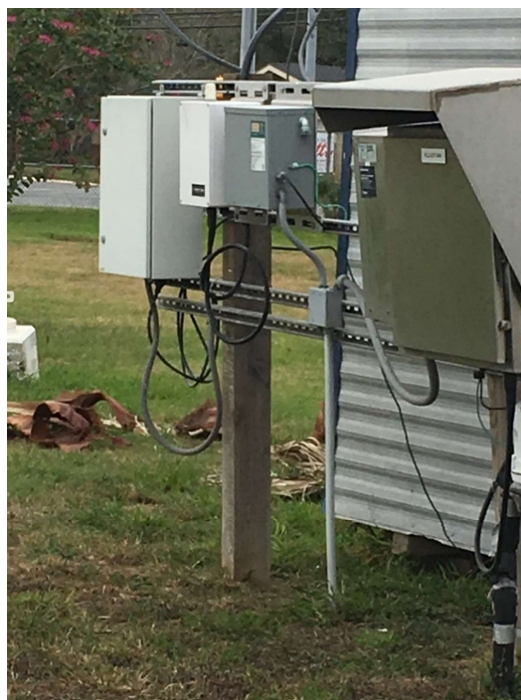


Figure 8: Neptune AMI Collector Equipment

HVAC Armor: Visually inspected Roof Top Units coils at the City Hall that were sprayed with HVAC Armor. Below are photos taken during the site inspection. In addition to the visual inspection of these units, this FIM was further discussed with Omar in response to questions raised by Weslaco. The HVAC Armor was implemented on some HVAC units that were older than 10 years old. Since implementation, Weslaco removed and replaced one of the Trane rooftop units at the City Hall. Siemens has revised the guaranteed savings via pending Amendment 1, based on the as-builts, and also revised the savings to account for the unit replaced at City Hall as part of Amendment #1. Other than the unit at the City Hall, Omar reported no other issues with the HVAC Armor FIM.

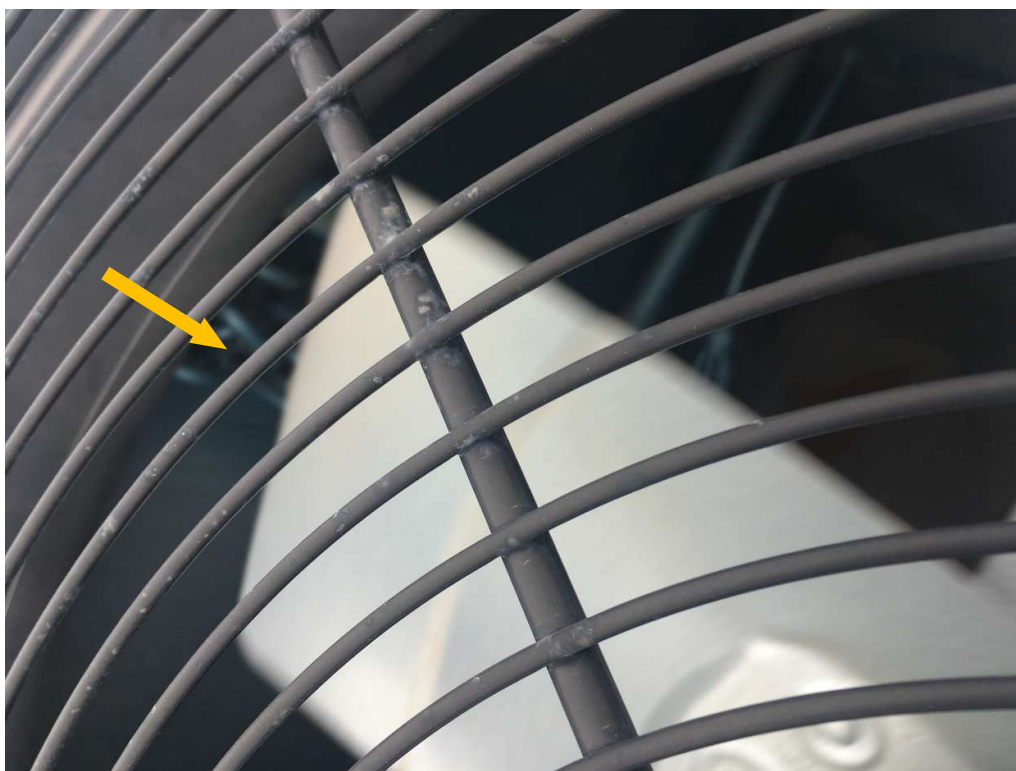


Figure 9: Roof Top Unit Coils sprayed with HVAC Armor

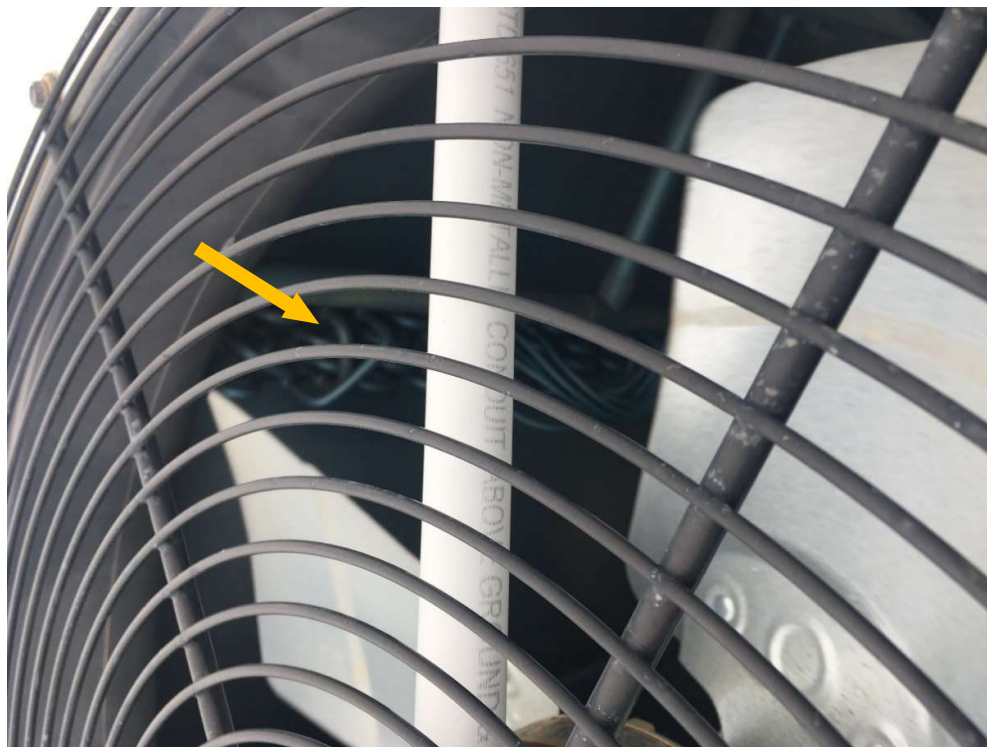


Figure 10: Another angle of Roof Top Unit sprayed with HVAC Armor



Figure 11: HVAC Armor tag on Roof Top Unit at City Hall

HVAC Replacement Inspected HVAC Replacements at the City Hall, Weslaco Tower Theatre and the PFA Building. Below are photos taken during the site inspection. Omar did not report any issues regarding the HVAC Replacements that were done. Additional units will be inspected in future reporting periods to ensure installation and proper operation is still being done.



Figure 12: Replaced Split-System at Weslaco Tower Theatre (Outdoor)



Figure 13: Replaced Split-System at Weslaco Tower Theatre (Indoor)



Figure 14: Replaced Split-System at PFA Building (Outdoor)

Lighting: Inspected the lighting upgrades that were implemented at the Mayor Joe V. Sanchez Public Library, Mayor Eugene A. Brought Memorial Theater and City Hall. All inspected Lighting equipment appeared to be properly installed and operating. With the exception to some screw-in LED lights at the Public Library that appeared to be inoperable. Siemens inspector asked the on-duty librarian staff about the LED lights that were not operating, and they were not aware of it and reported they would put in a service ticket to be inspected. In addition, there was several lighting fixtures that appeared to have their plastic cover removed. Further, Siemens inspector gave relevant information to Omar regarding lighting that inoperable at the Public Library. Below are photos taken during the site inspection.



Figure 15: 2x2 LED Light Fixture at Public Library



Figure 16: Accent LED Lighting at Public Library



Figure 17: 2x2 LED Lighting Fixture



Figure 18: Screw-In LED Lamp at Public Library



Figure 19: 2x4 LED Light Fixture at Public Library

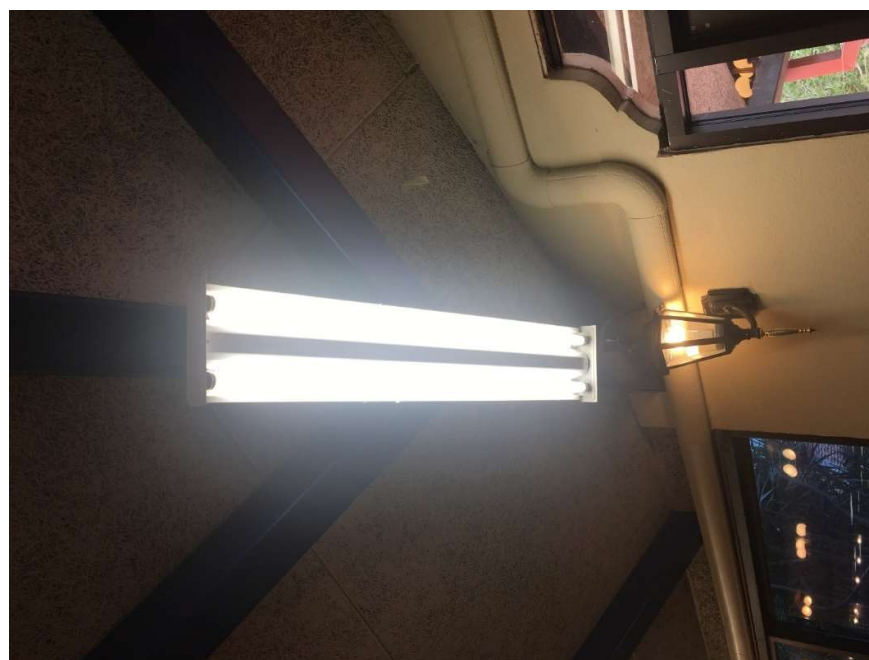


Figure 20: 2x4 LED Light Fixture at Public Library with missing plastic cover



Figure 21: Additional image showing missing plastic cover

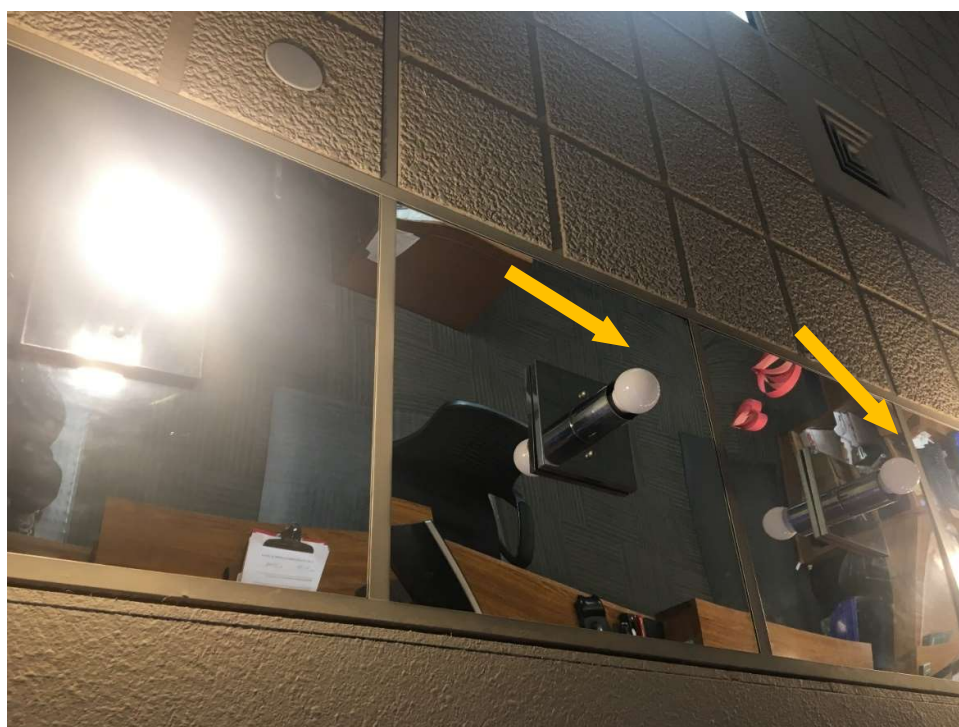


Figure 22: Image shows in-operable Screw-in LED lamp



Figure 23: 2 x4 LED fixture at City Hall



Figure 24: 2 x 4 LED Fixture in hallway at City Hall

Traffic Signals: Completed random inspection of traffic signals to ensure proper installation and operation. Included inspection of random pedestrian indicator signals as well. No issues

were identified or reported for this FIM. Below are photos of traffic signals that were spot checked.



Figure 25: Upgraded LED Pedestrian Indicator



Figure 26: LED Traffic Signal



Figure 27: LED Traffic Signal



Figure 28: LED Traffic Signal

8. Appendix

8.1. Heating/Cooling Degree Days

Table 35 summarizes the heating degree days (HDD) and cooling degree days (CDD) during the Construction Period and Annual Period 1.

Table 35: Heating/Cooling Degree Days During Construction and Annual Period 1

Date	HDD	CDD
10/1/2018	27	378
11/1/2018	146	160
12/1/2018	148	114
1/1/2019	170	88
2/1/2019	90	159
3/1/2019	102	217
4/1/2019	23	349
5/1/2019	0	560
6/1/2019	0	649
7/1/2019	0	670
8/1/2019	0	759
9/1/2019	0	600
10/1/2019	28	432
11/1/2019	119	191
12/1/2019	142	128
1/1/2020	93	146
2/1/2020	143	135
Total	1231	5735

PERFORMANCE CONTRACTING AGREEMENT

between

City of Weslaco, Texas

and

**Siemens Industry, Inc.,
Building Technologies Division**

TABLE OF ARTICLES

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work by SIEMENS
6. CLIENT Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

PERFORMANCE CONTRACTING AGREEMENT

Number: _____

Article 1 AGREEMENT

THIS **PERFORMANCE CONTRACTING AGREEMENT** ("Agreement") is made this _____ day of _____, (the "Effective Contract Date", defined below), by and between Siemens Industry, Inc., Building Technologies Division ("SIEMENS") and the party identified below as the CLIENT.

The CLIENT: **City of Weslaco, Texas**
255 S. Kansas
Weslaco, TX 78596

DESIGNATED REPRESENTATIVE: Mike Perez, City Manager
PHONE: 956-973-2437 FAX:

Siemens Industry, Inc., Building Technologies Division
1000 Deerfield Parkway
Buffalo Grove, Illinois 60089

With offices at: 8850 Fallbrook Road
Houston, TX 77064

DESIGNATED REPRESENTATIVE: Robert McMillin, PhD.
PHONE: 281-949-3000 FAX: 281-949-3100

For Work and Services in connection with the following project (the "Project"):

Performance Contracting Project for the City of Weslaco, Texas.

The CLIENT considered performing the following FIMs but at this time, has determined to exclude them from the Scope of Work and Services, Exhibit A:

1. Wastewater Treatment Plant Renovations
2. Water Treatment Plant Renovations
3. AMI Customer Portal
4. Additional Lighting Retrofits
5. Additional HVAC Replacements

PERFORMANCE CONTRACTING AGREEMENT

Articles and Attachments

This Agreement consists of this document, which includes the following articles and exhibits which are acknowledged by the CLIENT and SIEMENS and incorporated into the Agreement by this reference:

Articles

1. Agreement
2. Glossary
3. General
4. Performance Guarantee
5. Work BY SIEMENS
6. The CLIENT's Responsibilities
7. Changes and Delays
8. Compensation
9. Acceptance
10. Insurance and Allocation of Risk
11. Hazardous Material Provisions
12. Miscellaneous Provisions
13. Maintenance Services Program

Exhibits

- | | |
|-------------|---|
| Exhibit A | Scope of Work and Services |
| Exhibit B | Payment Schedule(s) |
| Exhibit C | Performance Assurance |
| Exhibit D1 | Form of Certificate of Substantial Completion |
| Exhibit D2 | Form of Certificate of Final Completion |
| Appendix #1 | Baseline Water Meter Account List |
| Appendix #2 | Baseline Meter Test Data |
| Appendix #3 | Consumption Analysis by Meter Size |
| Appendix #4 | Rate Structures |
| Appendix #5 | Meter Warranty |
| Appendix #6 | Water Quality Report |
| Appendix #7 | Lighting Room by Room Counts |

This Agreement, when executed by an authorized representative of the CLIENT and authorized representatives of SIEMENS, constitutes the entire, complete and exclusive agreement between the Parties relative to the project scope stated in Exhibit A. This Agreement supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same, and may be modified only by a written instrument signed by both Parties.

COMPENSATION/TERMS OF PAYMENT:

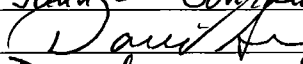
As full consideration for the performance of the Work and Services set forth in Exhibit A, and for the Performance Assurance set forth in Exhibit C, the CLIENT shall pay SIEMENS in such manner and amounts as agreed to in Exhibit B.

Agreed for **City of Weslaco, Texas**

(Signature) by: 

Print Name and Title:

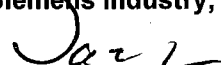
Juan E. Gonzalez - City Attorney

(Signature) by: 

Print Name and Title:

David Suarez, Mayor WLC 12/1/17

Agreed for **Siemens Industry, Inc.**

(Signature) by: 

Print Name and Title:

Dana Soukup
Sr. Vice President
Field Operations, BT Americas

(Signature) by: 

Print Name and Title:

Peter Kamps
Vice President
Finance & Business Administration

PERFORMANCE CONTRACTING AGREEMENT

Article 2

Glossary

The following terms shall for all purposes have the meanings stated herein, unless the context otherwise specifies or requires, or unless otherwise defined in the Agreement:

Acceptance means the CLIENT has signed, or is deemed to have signed, a Certificate of Final Completion.

Acceptance Date means the date on which the CLIENT signs or is deemed to have signed a Certificate of Final Completion.

Annual Performance Assurance Report means the document prepared by SIEMENS and submitted to the CLIENT as part of the Performance Assurance Service Program, which identifies the Savings achieved for the applicable Annual Period.

Annual Period means a twelve (12) month period beginning on the Guarantee Date or on any anniversary date thereof.

Annual Realized Savings means the actual Savings achieved by the CLIENT during an Annual Period, calculated as the sum of the Measured & Verified Savings plus the Stipulated Savings.

Applicable Law means laws, ordinances, codes, rules and regulations applicable to the Work and in effect on the Effective Contract Date.

Baseline means the measurements of Facility energy usage taken prior to the Effective Contract Date, and the Facility operating practices in effect prior to the Effective Contract Date, as set forth in the Performance Assurance, Exhibit C.

Baseline Period means the period of time from which data is provided to SIEMENS to derive the Baseline measurements. The Baseline Period is set forth in the Performance Assurance, Exhibit C.

BTU means a British Thermal Unit and is a unit of thermal energy.

Capital Off-Set Savings means a sub-category of Operational Savings where Savings will result in a cost effective upgrade to the Facility to address one or more of the following issues: potential future increased costs, comfort, code non-compliance, usage requirements, user needs and/or expectations.

Certificate of Final Completion means a document, in the form attached as Exhibit D2 hereto, indicating that the Work identified in Article 1 of the Scope of Work and Services-Exhibit A has been completed in accordance with the Agreement, including all items in the Outstanding Items List(s).

Certificate of Substantial Completion means a document, in the form attached as Exhibit D1 hereto, indicating that the Work, or a designated portion of the Work, is Substantially Complete in accordance with the Agreement. A Certificate of Substantial Completion may be accompanied by an Outstanding Items List.

CLIENT Representative means the person identified to SIEMENS by the CLIENT as the person authorized to make decisions on behalf of the CLIENT as set forth in Section 6.1(a) hereof.

Construction Period means the period between the Effective Contract Date and the first day of the month following the Acceptance Date.

Construction Period Savings means the actual accumulated Measured & Verified Savings plus the Stipulated Savings achieved from the Effective Contract Date until the Guarantee Date.

Contracted Baseline means the post-FIM-implementation Facility operating profile based on parameters described in Exhibit C, which the CLIENT shall maintain throughout the Performance Guarantee Period and are relied upon by SIEMENS for the calculation of Guaranteed Savings as provided in the Performance Assurance, Exhibit C. The Contracted Baseline must also include stipulated hours of operation and plug-loads for all Facilities, and must include stipulated blended, or non-blended, utility rates.

Deferred Maintenance means a sub-category of Operational Savings where Savings result from a reduction of current or potential future repair and maintenance costs due to certain work being performed hereunder where such work had been previously postponed.

Deliverables shall mean collectively, (a) any Equipment and any Software Product deliverable to CLIENT from SIEMENS under or in connection with the Work, and (b) any Work Product Deliverables.

Effective Contract Date is the date appearing at the top of this Agreement, unless specifically indicated otherwise.

PERFORMANCE CONTRACTING AGREEMENT

Energy Conservation Measure or **ECM** means the SIEMENS Products and/or other third party equipment, devices, materials and/or software as installed by SIEMENS at the Facilities, or as repaired or replaced by SIEMENS or the CLIENT hereunder, for the purpose of improving the efficiency of utility consumption.

Equipment means the installed physical equipment to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

Escalation Rate means an annual percentage increase to be applied to the previous Annual Period's energy savings, operational savings and service pricing, beginning and occurring on dates outlined in the Performance Assurance, Exhibit C. A different Escalation Rate may be applied to differing Savings calculations and/or payment schedules depending on the percentage agreed upon by the Parties.

Facility or Facilities means the **building(s)** or structure(s) where Work will be installed or implemented.

Facility Improvement Measures or **FIMs** means the (i) Instruments, know-how and Intellectual Property, including but not limited to methods and techniques for energy conservation, owned or licensed by SIEMENS and employed by SIEMENS to perform the Work and Services under this Agreement; and, (ii) the installation of Equipment and Software Products with the intent of generating net savings or efficiencies at or in connection with the operation of the Facilities. A FIM may include one or multiple ECMs as well as any non-conservation-related activities, means or methods.

FEMP means the Federal Energy Management Program managed by the United States Department of Energy.

FEMP Guidelines means the FEMP M&V Guidelines v. 3.0 published by FEMP as M&V Guidelines; Measurement and Verification for Federal Energy Management Projects.

Guarantee Date means the first day of the month following the date on which the CLIENT executes, or is deemed to have executed, the Certificate of Final Completion.

Guaranteed Annual Savings are the Guaranteed Measured & Verified Savings plus the Stipulated Savings that SIEMENS guarantees will be achieved in an Annual Period of the Performance Guarantee Period.

Guaranteed Measured & Verified Savings means the Measured & Verified Savings that SIEMENS guarantees will be achieved, as described in the Performance Assurance, Exhibit C.

Guaranteed Savings means the amount of Savings that SIEMENS guarantees will be achieved at the Facility during the Performance Guarantee Period. as identified in the Performance Assurance, Exhibit C as subject to the limitation identified in Section 4.8.

Hazardous Materials refers to the definition found in Section 11.1.

Instruments means all know-how, tools and related documentation owned or licensed by SIEMENS and used by SIEMENS to install or commission Equipment and Software Products for operation at the Facility, including but not limited to tools for installing any Software Products in Equipment, performing diagnostics on Equipment as installed in the Facility as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS and used by SIEMENS to provide an ECM or a FIM. Instruments excludes Work Product Deliverables.

Intellectual Property Rights or Intellectual Property means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

IPMVP means the International Performance Measurement and Verification Protocol, Volume 1, EVO 10000-1.2007 as prepared by the Efficiency Valuation Organization.

kW and **kWh** means kilowatt and kilowatt hour, respectively.

Maintenance Services Program or **MSP** means the Services performed by SIEMENS to maintain the Equipment in good working order. The MSP may also contain Services unrelated to the maintenance of the Equipment. If applicable, the MSP is more fully described in the Scope of Work and Services, Exhibit A.

Material Change means a measurable deviation in the Contracted Baseline such that there is an adverse impact on the Annual Realized Savings which results or will result in a Savings Shortfall.

PERFORMANCE CONTRACTING AGREEMENT

Measured & Verified Savings means those Savings that can be calculated and ascertained by the methodology set forth in the Performance Assurance, Exhibit C.

Oil refers to the definition found in Section 11.1.

Operational Savings means Savings derived from reduced operational expenses, including but not limited to, Deferred Maintenance, or Capital Off-Set Savings. Operational Savings can only be expressed in monetary value and are Stipulated Savings.

Outstanding Items List means a list of items in need of completion or correction that relates to the Work, or a designated portion thereof that is Substantially Complete. The absence of such items does not deprive the CLIENT of the ability to put such Work, or a designated portion thereof to beneficial use. An Outstanding Items List may be attached to a Certificate of Substantial Completion.

Parties means the CLIENT and SIEMENS.

Performance Assurance is the process of ascertaining whether the FIMs are performing at the level necessary to achieve the Guaranteed Savings.

Performance Assurance Services Program or PASP means the Services required to monitor the operation of the FIMs so that SIEMENS can provide the Annual Performance Assurance Report detailing the Annual Realized Savings and comparing the same to the Annual Guaranteed Savings based upon the calculations agreed to by the Parties in the Performance Assurance, Exhibit C. The Services provided under the PASP are described in the Scope of Work and Services, Exhibit A.

Performance Guarantee means the guarantee that SIEMENS makes to the CLIENT which is reconciled and confirmed through the Performance Assurance process set forth in the Performance Assurance, Exhibit C.

Performance Guarantee Period means the timeframe from the Guarantee Date to the last day of the final Annual Period as described in Table 1.1 of the Performance Assurance, Exhibit C, or the period from the Guarantee Date until the termination of this Agreement, whichever occurs earlier.

Permitted Users means the CLIENT, its employees and agents.

Savings means the Parties' intended result from implementing all FIMs. Savings can be derived from reductions in energy or utility consumption, reductions in operating expenses, a changed utility rate classification or a combination thereof. The Savings that are achieved from reduced energy or utility consumption are converted to a dollar figure based upon the calculation in Article 4.1.1 and as detailed in the Performance Assurance, Exhibit C. When converted to a dollar figure, these Savings become energy cost savings. Operational Savings are only expressed in a dollar figure.

Savings Shortfall means the Annual Realized Savings less the Guaranteed Annual Savings for the Annual Period resulting in an amount less than zero.

Services means those services to be provided by SIEMENS as described in the Scope of Work and Services, Exhibit A.

SIEMENS Pre-existing Intellectual Property means any Intellectual Property: (i) that has been conceived or developed by an employee or subcontractor of SIEMENS before SIEMENS performs any Work or Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of SIEMENS performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of Intellectual Property for the benefit of the CLIENT is not expressly identified as a FIM or part of a FIM. SIEMENS Pre-existing Property is included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for SIEMENS.

SIEMENS Product means a product, including Software Product and/or Equipment, offered for sale or license by SIEMENS or its affiliates or subsidiaries and developed prior to performing the Work or SIEMENS rendering services in connection with this Agreement. A SIEMENS Product also includes improvements or modifications to any Equipment and any Software Product developed by SIEMENS or developed as part of the Work, including any SIEMENS Product that is configured or modified for operation at a site specified by the CLIENT. Any information that is provided by the CLIENT and incorporated into a SIEMENS Product is not, by itself, a SIEMENS Product. A compilation of such information and the product of such compilation, however, is a SIEMENS Product.

Software Product means any software that is owned or licensed by SIEMENS or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the CLIENT or delivered as firmware embedded in the Equipment.

Stipulated Savings are a sub-category of Guaranteed Savings that do not require post-FIM implementation measurement and verification because they are agreed upon by the Parties based upon representations made to SIEMENS by the CLIENT

PERFORMANCE CONTRACTING AGREEMENT

and through the application of generally accepted analytical formulae. As such, Stipulated Savings are agreed upon in advance by the Parties and cannot be changed. When used as a methodology for representing a FIM's energy savings, such methodology is not recognized as a measurement and verification methodology under IPMVP. Therefore, where the IPMVP measurement methodologies are required, a methodology other than Stipulated Savings must be used to calculate energy savings.

Substantial Completion or Substantially Complete means the Work, or any identifiable portion thereof, which is sufficiently complete, in accordance with the provisions of this Agreement relating to the Scope of the Work and Services, Exhibit A, such that the CLIENT will be able to realize from such Work substantially all of the practical benefits intended to be gained therefrom, or otherwise employ the Work or the FIMs for their intended purposes.

Therm is a measure of energy equal to 100,000 BTUs.

Total Guaranteed Savings means the sum of the Savings that are guaranteed for all Annual Periods during the Performance Guarantee Period (inclusive of the Construction Period, if applicable). The Total Guaranteed Savings are reflected in Tables 1.1 and 1.2 in the Performance Assurance, Exhibit C.

Work means collective labor, Equipment and services comprising the FIMs to be performed by SIEMENS, as described in the Scope of Work and Services, Exhibit A.

Work Product Deliverable means the tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the CLIENT in connection with the Work to be performed by SIEMENS under this Agreement.

Article 3

General

- 3.1 The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and among the Parties equally sophisticated and knowledgeable as to the subject matter of this Agreement. Each party has conferred, or has had the opportunity to confer, with their respective legal counsel.
- 3.2 The CLIENT hereby engages and SIEMENS hereby accepts the engagement to perform and to provide the Work and Services set forth in Exhibit A in accordance with the terms and conditions of this Agreement.
- 3.3 SIEMENS shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of the CLIENT. This Agreement is not intended, and shall not be construed to create, between the CLIENT and SIEMENS, the relationship of principal and agent, joint-venturers, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of the CLIENT.
- 3.4 SIEMENS represents, warrants and covenants to the CLIENT that:
 - (a) It has all requisite corporate power to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of SIEMENS organizational documents, any Applicable Law, or any agreements with third parties;
 - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;
 - (c) This Agreement is the legal, valid and binding obligation of SIEMENS, in accordance with its terms, and all requirements have been met and procedures have been followed by SIEMENS to ensure the enforceability of the Agreement;
 - (d) To SIEMENS best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting SIEMENS that affects the validity or enforceability of this Agreement; and,
 - (e) It is duly authorized to do business in all locations where the Work and Services are to be performed.
- 3.5 The CLIENT represents, warrants and covenants to SIEMENS that:
 - (a) It has all requisite corporate power and/or statutory authority to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of the CLIENT's organizational documents, any Applicable Law, or any agreements with third parties;
 - (b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;

PERFORMANCE CONTRACTING AGREEMENT

- (c) This Agreement is the legal, valid and binding obligation of the CLIENT, in accordance with its terms, and all requirements have been met and procedures have been followed by the CLIENT to ensure the enforceability of the Agreement;
- (d) To the CLIENT's best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting the CLIENT that affects the validity or enforceability of this Agreement; and,
- (e) The CLIENT has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on SIEMENS in this regard.

Article 4

Performance Guarantee

- 4.1 The Annual Realized Savings generated during each Annual Period will be no less than the Guaranteed Annual Savings as shown in Tables 1.1 and 1.2 of the Performance Assurance, Exhibit C, subject to the limits in Section 4.8. The measurement and verification calculation methodology for determining the Savings is set forth in the Performance Assurance, Exhibit C.
 - 4.1.1 General. Except as otherwise provided, energy savings will be calculated for each month of each Annual Period as the product of (a) "units of energy saved" (kWh, Therms, GJ, etc.) multiplied by (b) "cost of energy."
 - (a) Units of energy saved are calculated by 1) assuming the Contracted Baseline has been maintained per Section 4.3 below, and 2) subtracting the then current period measured units of energy consumed from the Baseline units of energy defined in Article 5 of Exhibit C.
 - (b) Costs of energy are defined in Article 6 of Exhibit C-Utility Rate Structures and Escalation Rates.
- 4.2 Any future Escalation Rates to be applied to utility, energy or other costs are set forth in Exhibit C. SIEMENS and the CLIENT agree that the Baseline data set forth in Exhibit C is a full and accurate reflection of the existing Facility, equipment, operation, business use and energy usage, and that such Baseline data will be the basis on which all future energy use will be compared in order to determine the Annual Realized Savings.
- 4.3 SIEMENS and the CLIENT agree that the Contracted Baseline fully described in Exhibit C will represent the new operating and/or equipment profile of the Facility resulting from the FIM implementation. The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT operates and maintains its Facilities within the Contracted Baseline parameters, as may be adjusted in accordance with the terms herein, during the entire term of the Performance Guarantee Period.
- 4.4 The CLIENT agrees to notify SIEMENS prior to or within thirty (30) days of CLIENT's knowledge of any Material Change.
- 4.5 Within thirty (30) days of notice of a Material Change, SIEMENS' discovery of a Material Change and with prompt notice to CLIENT, SIEMENS will either:
 - (a) Require an adjustment to the Performance Assurance and the Performance Guarantee as a result of the Material Change; or,
 - (b) Where a commercially reasonable adjustment to the Performance Guarantee is unavailable, terminate both the Performance Assurance and the Performance Guarantee.
- 4.6 A Performance Guarantee Period savings reconciliation as identified in Section 4.1 will be performed at the end of each Annual Period as follows:
 - (a) Within ninety (90) days of the Guarantee Date, the Construction Period Savings shall be reconciled and applied to the calculation of the first Annual Period's Annual Realized Savings.
 - (b) At the conclusion of each Annual Period, SIEMENS will calculate the Annual Realized Savings and compare the calculated amount to the applicable Guaranteed Annual Savings amount.
 - (c) Where the Annual Realized Savings are less than the Guaranteed Annual Savings, a Savings Shortfall shall be recorded for the applicable Annual Period.

PERFORMANCE CONTRACTING AGREEMENT

- (d) A Savings Shortfall shall be paid by SIEMENS within sixty (60) days following the CLIENT's acceptance of the reconciliation and once paid SIEMENS shall have fulfilled its obligations under the Performance Guarantee for the applicable Annual Period.

4.6.1 As the mutual goal of the Parties is to maximize Savings, if SIEMENS can correct a Savings Shortfall through an operational improvement at no expense or material inconvenience to the CLIENT and without future operational expenses, and the CLIENT declines to allow such operational improvement, then any future Savings Shortfall that the improvement would have corrected will be negated by deeming the value of the Savings Shortfall as Savings achieved and adding the amount of same to the Annual Realized Savings calculations for each Annual Period thereafter.

- 4.7 The Performance Guarantee is dependent upon and is subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period. If the CLIENT fails to maintain, breaches, cancels or otherwise causes the termination of the PASP then; (a) The Performance Guarantee shall terminate immediately and be void and of no force or effect; or, (b) Where Client has terminated, cancelled or breached the Performance Guarantee and the termination then renders the Agreement in violation of Applicable Law, all Guaranteed Savings thereafter shall be determined to have been achieved and SIEMENS shall have been deemed to have met its Performance Guarantee obligations under this Agreement for each and every Annual Period thereafter without the obligation to provide the CLIENT, or any third-party as the case may be, with any further Annual Performance Assurance Reports. Provided however, the foregoing paragraph 4.7 shall not be deemed a waiver of any claims or rights CLIENT may be afforded in law or equity.
- 4.8 The payments and credits based on Savings Shortfalls, if any, are the sole remedy of the CLIENT under this Performance Guarantee. ANY PAYMENTS MADE OR TO BE MADE TO THE CLIENT UNDER THE TERMS OF THIS PERFORMANCE GUARANTEE SHALL NOT EXCEED THE PAYMENTS ACTUALLY MADE BY CLIENT TO EITHER SIEMENS AND/OR A THIRD-PARTY (IN THE EVENT THAT THE CLIENT HAS FINANCED THE TRANSACTION) FOR THE AGGREGATE OF: THE PRICE, AS DEFINED IN EXHIBIT B, ARTICLE 1.1; THE PASP PAYMENTS; THE MSP PAYMENTS, IF ANY; AND, IF APPLICABLE, THE CLIENT'S COST OF FINANCING THE WORK. The CLIENT's cost of financing the Work is the cost of financing calculated either: (a) On the date that the escrow account is funded in accordance with Exhibit B, Article 1.2; or, (b) On the Effective Contract Date if the escrow requirement is expressly waived by SIEMENS.
- 4.9 The CLIENT represents that all existing equipment that is not installed by SIEMENS under this Agreement but is deemed necessary to achieve the Performance Guarantee, is in satisfactory working condition. Prior to the beginning of the Performance Guarantee Period, SIEMENS will have inspected all such existing equipment and reported any deficiencies to the CLIENT. To the extent that the deficiencies are not remedied by the CLIENT prior to the Guarantee Date, the adverse effect on the ability of the Project to attain the necessary Guaranteed Savings shall be factored into the Annual Performance Assurance Report and, if necessary, the Performance Guarantee shall be adjusted accordingly.
- 4.10 If the Equipment or the existing equipment is altered or moved by any person (including the CLIENT) other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT's expense in order to determine if a Material Change has occurred.
- 4.11 SIEMENS will have no liability or obligation to continue providing PASP Services or any Guaranteed Savings under the Performance Guarantee in the event that the CLIENT fails to:
- (a) Authorize a re-acceptance test or re-commissioning that SIEMENS reasonably deems necessary in order to determine if a Material Change has occurred;
 - (b) Provide access to any Facility where Work is to be performed;
 - (c) Service and maintain all Equipment in accordance with the manufacturers' recommendations in order to prevent a Savings Shortfall; or,
 - (d) Provide SIEMENS with accurate Facility operating information as soon as such information becomes reasonably available to the CLIENT, including energy usage and cost, executed preventive maintenance and repair records, building or equipment additions, and occupancy levels during each Annual Period.

PERFORMANCE CONTRACTING AGREEMENT

4.12 Unless expressly contrary to Applicable Law, should the CLIENT decide to discontinue the PASP before the end of Performance Guarantee Period, the CLIENT will give SIEMENS thirty (30) days prior written notice and in such notice indicate that the CLIENT has selected one of the following:

- (a) The CLIENT will re-invest the avoided cost of cancellation of the PASP into Facility improvements and services that improve the overall Facility's performance and which improvements and services are implemented by SIEMENS; or,
- (b) The CLIENT will pay to SIEMENS the remaining value left in the PASP Annual Period to compensate SIEMENS for SIEMENS' up-front costs and expenses in preparing to perform the PASP as contracted for the Annual Period., as a liquidated damage and not as a penalty, to compensate SIEMENS for SIEMENS' up-front costs and expenses in preparing to perform the PASP as contracted for the Annual Period.

4.13 Unless expressly contrary to Applicable Law, any disputes concerning the calculation of the Annual Realized Savings or changes to the Contracted Baseline that are not resolved by negotiation between the Parties within thirty (30) days of the notice of the dispute, will be resolved by a third-party professional engineering firm which is reasonably acceptable to both SIEMENS and the CLIENT. In the event the parties cannot agree upon a third party engineering firm, each party shall nominate a firm and the two engineering firms shall agree upon another firm to resolve the dispute. The determination of such firm will be non-binding upon CLIENT and SIEMENS. In the event either party disagrees with the engineer's decision it shall notify the other party in writing within thirty calendar (30) days of receipt of the opinion and it shall then be entitled to pursue any and all remedies at law. A failure by the objecting party to notify the other party within such timeframe shall constitute an acceptance of the engineer's decision. SIEMENS and the CLIENT will each be responsible for half of the fees of such firm.

Article 5

Work by SIEMENS

- 5.1 SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by both Parties. The Work performed by SIEMENS shall be conducted in a workmanlike manner.
- 5.2 SIEMENS shall perform the Work during its normal hours, Monday through Friday inclusive, excluding holidays, unless otherwise agreed herein. The CLIENT shall make the Facility available so Work may proceed in an efficient manner.
- 5.3 SIEMENS is not required to conduct safety, reacceptance or other tests, install new devices or equipment or make modifications to any Equipment unless expressly made a part of the Work identified in the Scope of Work and Services, Exhibit A. Any CLIENT request to change the scope or the nature of the Work or Services must be in the form of a mutually agreed change order, effective only when executed by the Parties.
- 5.4 All Work Product Deliverables shall become the CLIENT's property upon receipt by CLIENT. SIEMENS may retain file copies of such Work Product Deliverables. If any Instruments are provided to the CLIENT under this Agreement, any such Instruments shall remain SIEMENS' property, including the Intellectual Property conceived or developed by SIEMENS in the Instruments. All SIEMENS' Pre-existing Intellectual Property that may be included in the Deliverables provided to the CLIENT under this Agreement shall also remain SIEMENS property including the SIEMENS Pre-existing Intellectual Property included in the Work Product Deliverables. All Work Product Deliverables and any Instruments provided to the CLIENT are for Permitted Users' use and only for the purposes disclosed to SIEMENS. SIEMENS hereby grants the CLIENT a royalty-free (once payments due under this Agreement are paid to SIEMENS), non-transferable, perpetual, nonexclusive license to use any SIEMENS Pre-existing Intellectual Property solely as incorporated into the Deliverables and SIEMENS' Intellectual Property as incorporated into any Instruments provided to the CLIENT under this Agreement. Under such license, and following agreement to be bound to such separate confidentiality provisions that may exist between the Parties, Permitted Users shall have a right to:
 - (a) Use, in object code form only, the Software Products included in the Deliverables ("Software Deliverables");
 - (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and,
 - (c) Use all such Deliverables and such Instruments, provided however, the Deliverables and Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular project and location for which the Deliverables are provided. All Deliverables provided to the CLIENT are for

PERFORMANCE CONTRACTING AGREEMENT

Permitted Users' use only for the purposes disclosed to SIEMENS, and the CLIENT shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS' express written consent.

5.4.1 Any reuse of such Deliverables or such Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and without liability to SIEMENS; and, the CLIENT shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

5.4.2 In consideration of such license, CLIENT agrees not to reverse engineer any Equipment or Software Product to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software Product even to the extent such restriction is allowable under Applicable Law.

5.4.3 Nothing contained in this Agreement shall be interpreted or construed to convey to the CLIENT the pre-existing Intellectual Property rights of any third party incorporated into the Deliverables. CLIENT agrees to take delivery of any Software Deliverables subject to any applicable SIEMENS or third party end-user license agreement accompanying such Software Deliverable.

5.5 SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractor of the CLIENT or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at the Facility shall not relieve others of their responsibility to the CLIENT or to others.

5.6 SIEMENS warrants that:

- (a) Unless otherwise agreed, all Equipment shall be new and of good quality. Until one year from the date the Equipment is installed, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.
- (b) Labor for all Work, excluding PASP or MSP Services, is warranted to be free from defects in workmanship for one year after the Work is performed. PASP Services and MSP Services are warranted to be free from defects in workmanship for ninety (90) days after the Services are performed.

5.7 Warranty Limitation:

- (a) The limited warranties set forth in Section 5.6 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) which the CLIENT or a third party subjects to unreasonable or improper use or storage, uses beyond rated conditions, operates other than per SIEMENS or the manufacturer's instructions, or otherwise subjects to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after the CLIENT has knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS nameplate. However, SIEMENS assigns to the CLIENT, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment.
- (b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to the CLIENT and not to any subsequent owner of the Equipment. SIEMENS may at its option: (i) repair or replacement of defective components of covered Equipment; (ii) re-performance of the defective portion of the Services; or (iii) to the extent previously paid and itemized, the issuance of a credit or refund for the original purchase price of such defective component or portion of the Equipment or Services.
- (c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment or the portion of the Work and Services actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such item. Repaired or replaced Equipment or Services will be warranted hereunder only for the remaining portion of the original warranty period.

5.8 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS

PERFORMANCE CONTRACTING AGREEMENT

AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING EXECUTED BY A DULY AUTHORIZED SIGNATORY OF EACH PARTY.

- 5.9 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of:
- (a) Non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to: ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc., unless covered by the warranty provisions herein or otherwise specifically stated herein; or
 - (b) The CLIENT's or a third-party's negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, corrosion, erosion, improper or inadequate water treatment, electrolytic action, chemical action, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond SIEMENS' control. Unless expressly agreed in writing, SIEMENS is not responsible for the removal or reinstallation of replacement valves, dampers, or waterflow and tamper switches with respect to pipes and ductwork, including vent or drain system. SIEMENS ASSUMES NO RESPONSIBILITY FOR ANY SERVICE PERFORMED ON ANY EQUIPMENT OTHER THAN THAT PERFORMED BY SIEMENS OR ITS AGENTS.

Article 6

CLIENT Responsibilities

6.1 The CLIENT, without cost to SIEMENS, shall:

- (a) Designate a contact person with authority to make decisions for the CLIENT regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency;
- (b) Coordinate the work of contractors under CLIENT's sole control so as not to disrupt the Work and Services proceeding in an efficient manner;
- (c) Provide or arrange for 24 hour, 7 day per week access and make all reasonable provisions for SIEMENS to enter any Facility where Work is to be performed so that Work may proceed in an efficient manner;
- (d) Permit SIEMENS to control and/or operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work;
- (e) Furnish SIEMENS with blueprints, surveys, legal descriptions, waste management plans and all other available information pertinent to the Work and any Facility where the Work is to be performed as may be reasonably requested by SIEMENS. Such plans and blueprints, along with an executed copy of this Agreement, with its Exhibits, shall be kept and maintained in CLIENT's files for a period of fifteen (15) years from the Effective Contract Date;
- (f) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work, except for those SIEMENS has expressly agreed in writing to obtain;
- (g) In accordance with Article 11 hereof, promptly notify SIEMENS of all known or suspected Hazardous Materials at the Facility, of any contamination of the Facility by Oil or Hazardous Material, and of any other conditions requiring special care or which may reasonably be expected to affect the Work, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such materials, contamination or conditions;
- (h) Comply with Applicable Law and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;
- (i) Provide SIEMENS with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all Hazardous Materials located at any Facility where the Work is to be performed;
- (j) Furnish SIEMENS with any contingency plans, safety programs and other policies, plans or programs related to any Facility where the Work is to be performed;
- (k) Operate, service and maintain all Equipment according to the manufacturer's recommendations including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of Applicable Law or of authorities having jurisdiction. The CLIENT shall furnish all needed servicing and parts for said FIMs, which

PERFORMANCE CONTRACTING AGREEMENT

parts shall become part of the FIMs. Such Equipment shall be operated only in the specified operating environment, which shall be supplied by the CLIENT, including without limitation: (1) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (2) telephone lines, capacity and connectivity as required by such Equipment; and (3) heat, light, air conditioning or other environmental controls, and other utilities in accordance with the specifications for the Equipment;

- (l) Promptly notify SIEMENS of any unusual operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may affect the Equipment or energy usage or any Services; and,
 - (m) If applicable, provide and pay for a dedicated voice grade dial-up phone line, or a mutually agreed communication method, and install a terminal block, or an equivalent communication mechanism, in a mutually agreed upon location. All on-line service Equipment (excluding the phone line) will remain the property of SIEMENS unless otherwise stated herein.
- 6.2 Unless contrary to Applicable Law, the CLIENT acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS' express written consent.
- 6.3 The CLIENT acknowledges that it is now and shall at all times remain in control of the Facility. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to the CLIENT's activities or operations, the CLIENT's other contractor(s), the work of any other person or entity, or Facility conditions. SIEMENS shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of the CLIENT or others at the Facility.

Article 7

Changes and Delays

- 7.1 As the Work is performed, Applicable Law or conditions may change, or circumstances outside SIEMENS' reasonable control may develop, which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify the CLIENT and an equitable adjustment will be made to SIEMENS' compensation and the time for performance. In the event such changes require the Work to be suspended or terminated, SIEMENS shall be compensated for Work previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 7.2 Either party may request additions, deletions, modifications or changes to the Work. Any such requests shall only become effective upon execution of a written agreement by authorized representatives of both Parties.
- 7.3 SIEMENS may, in its sole discretion, substitute alternative parts, goods or equipment in the performance of the Work, provided that any such substitution shall be of an equal or better quality.
- 7.4 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by the CLIENT or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted to compensate for additional costs SIEMENS incurs due to such delay. If any such delay exceeds sixty (60) days, SIEMENS may terminate this Agreement upon three (3) days notice to the CLIENT and the CLIENT shall promptly pay SIEMENS for the allocable portion of the Work completed, for any costs and expenses of termination, and for any loss or damage incurred with respect to materials, equipment, tools and machinery, including reasonable overhead and profit.

Article 8

Compensation

- 8.1 The aggregate amount paid by CLIENT provides for and is solely in consideration of the Scope of Work and Services described in Exhibit A, and is detailed in Exhibit B.
- 8.2 SIEMENS will invoice the CLIENT in accordance with the schedules set forth in Exhibit B. Unless otherwise agreed in writing, invoices are due and payable upon receipt by the CLIENT. If the CLIENT disagrees with any portion of an

PERFORMANCE CONTRACTING AGREEMENT

invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and shall pay the portion not in dispute.

- 8.3 SIEMENS may suspend or terminate the Work or Services at any time if payment is not received when due. In such event, SIEMENS shall be entitled to compensation for the Work or Services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 8.4 On amounts not paid within thirty (30) days of invoice date, the CLIENT shall pay interest from invoice date until payment is received at the lesser of 12% per annum or the maximum rate allowed by law. The CLIENT shall reimburse SIEMENS for SIEMENS' costs and expenses (including reasonable attorney and witness fees) incurred for collection under this Agreement.
- 8.5 Except to the extent expressly agreed herein, SIEMENS' fees do not include any taxes, excises, fees, duties or other government charges related to the Work or Services. The CLIENT shall pay such amounts or reimburse SIEMENS for any such amounts SIEMENS pays to the extent such charges are lawfully due and payable by CLIENT and have been paid or incurred by SIEMENS in furtherance thereof. If the CLIENT claims that the Work or Services is subject to a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and, unless specifically prohibited by law, shall indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of the use or acceptance of same.
- 8.6 All other work or services requested by the CLIENT, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:
- (a) Emergency services, if inspection does not reveal any deficiency covered by the Scope of Work and Services, Exhibit A;
 - (b) Work and/or services performed at times other than during SIEMENS' normal working hours, unless otherwise agreed to in Exhibit A; or
 - (c) Work and/or services performed on equipment not covered by the Scope of Work and Services, Exhibit A.

Article 9

Acceptance

- 9.1 When SIEMENS believes that all or an independent definable phase or portion of the Work is Substantially Complete, SIEMENS will submit a Certificate of Substantial Completion to the CLIENT which shall be subject to the following:
- (a) If the CLIENT concurs that the described portion of the Work as performed is Substantially Complete, the CLIENT will sign the Certificate of Substantial Completion and return it to SIEMENS;
 - (b) A Certificate of Substantial Completion may include, as an attachment to it, an Outstanding Items List prepared by SIEMENS;
 - (c) If the CLIENT does not concur that the Work is Substantially Complete, then, within five (5) business days of receiving the Certificate of Substantial Completion, the CLIENT shall notify SIEMENS in writing of the reasons it believes the Work is not Substantially Complete;
 - (d) If SIEMENS disagrees with the CLIENT as to whether the Work is Substantially Complete, SIEMENS shall notify the CLIENT of a dispute and such dispute shall be resolved in accordance with Section 9.3 herein;
 - (e) If, within fifteen (15) business days of receiving the Certificate of Substantial Completion the CLIENT fails to sign the Certificate, and within the same period the CLIENT's Representative does not deliver to SIEMENS a written notice of the reasons the CLIENT believes that the Work is not Substantially Complete, then in the mutual interests of the Project proceeding in a timely manner, the CLIENT will be deemed to have agreed to, signed and returned the Certificate of Substantial Completion.
- 9.2 After the CLIENT signs and returns, or is deemed to have signed and returned to SIEMENS all of the Certificates of Substantial Completion relating to the Work, and after SIEMENS corrects and completes all of the items on all of the Outstanding Items Lists, if any, SIEMENS will submit to the CLIENT a Certificate of Final Completion which shall be subject to the following:

PERFORMANCE CONTRACTING AGREEMENT

- (a) If the CLIENT concurs that all of the items on all of the Outstanding Items Lists have been completed or corrected, the CLIENT will indicate its final acceptance of the Work by signing the Certificate of Final Completion and returning it to SIEMENS;
 - (b) If the CLIENT does not concur that all of the items on all of the Outstanding Items Lists have been completed or corrected, then the CLIENT shall, within fifteen (15) business days of receiving the Certificate of Final Completion, identify the items that, it believes, were not completed or corrected;
 - (c) If SIEMENS disagrees that the items identified by the CLIENT have not been completed or corrected, SIEMENS shall notify the CLIENT of a dispute and such dispute shall be resolved in accordance with section 9.3 herein;
 - (d) If, within five (5) business days of receiving a Certificate of Final Completion, the CLIENT fails to sign that Certificate, and, within the same period the CLIENT's Representative does not deliver to SIEMENS a written notice identifying the items on the Outstanding Items List(s) that, the CLIENT believes, were not completed or corrected, then the CLIENT will be deemed to have agreed to and signed and returned the Certificate of Final Completion.
- 9.3 Any disputes concerning the Substantial Completion or the Final Completion of the Work will be resolved by submitting the issue to a third party professional engineering firm and which is reasonably acceptable to both SIEMENS and the CLIENT. The determination of this firm with respect to Final Completion or Substantial Completion will be non-binding upon the Parties. SIEMENS and the CLIENT shall share equally the costs or fees for such firm in connection with such dispute resolution process. In the event either party disagrees with the finding of the 3rd party engineering firm, it shall notify the other party within thirty (30) calendar days of issuance of the decision. Thereafter, either party shall be entitled to all remedies in law and equity provided it complies with the dispute resolution process defined in this Article 9.3.

Article 10

Insurance and Allocation of Risk

- 10.1 SIEMENS shall maintain, at SIEMENS' expense, the following insurances while performing the Work and shall add the CLIENT as an "Additional Insured" to each policy that is referenced in subsections (c) through and including (e) hereof:
- (a) Workers' Compensation at the statutory amounts and limits as prescribed by Applicable Law.
 - (b) Employer's Liability insurance (and, where applicable, Stop Gap extended protection endorsement) limits of liability shall be:
 - \$1,000,000 per occurrence
 - \$1,000,000 Disease Policy
 - \$1,000,000 Each Employee
 - (c) SIEMENS shall carry, in the Occurrence Coverage Form, Comprehensive General Liability or Commercial General Liability, insurance covering SIEMENS' operations and providing insurance for bodily injury and property damage with limits of liability stated below and including coverage for:
 - Products and Completed Operations
 - Contractual Liability insuring the obligations assumed by SIEMENS in this Agreement
 - Broad Form Property Damage (including Completed Operations)
 - Explosion, Collapse and Underground Hazards
 - Personal Injury Liability:
 - Limits of liability shall be \$1,000,000 per occurrence/aggregate
 - (d) SIEMENS shall carry Automobile Liability Insurance in the Occurrence Coverage Form covering all owned, hired and non-owned automobiles and trucks used by or on behalf of SIEMENS providing insurance for bodily injury liability and property damage liability for the limits of:
 - \$1,000,000 per occurrence/aggregate
 - (e) SIEMENS shall carry Excess Liability Insurance in the Occurrence Coverage Form with limits of:
 - \$5,000,000 per occurrence/aggregate

PERFORMANCE CONTRACTING AGREEMENT

- 10.2 The CLIENT will either maintain at its own expense, or self-insure for the equivalent risks, property insurance written on a builder's "all-risk" or equivalent policy form in an amount no less than the Price identified in Exhibit B, Article 1.1, plus the value of subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by SIEMENS, until final payment has been made to SIEMENS or no person or entity other than the CLIENT has an insurable interest in the property, whichever is later. The policy form shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and start-up, rebuilding and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for SIEMENS' services and expenses required as result of such insured loss. If the insurance requires deductibles or retentions, the CLIENT shall pay costs not covered because of such deductibles or retentions. This insurance shall cover portions of the Work off the Facility, and also portions of the Work in transit. Partial occupancy or use shall not commence unless the insurance company providing this insurance has consented to such partial occupancy or use by endorsement for otherwise. The CLIENT shall purchase and maintain boiler and machinery insurance which shall specifically cover such insured objects during installation and until Acceptance by the CLIENT. The insurance required by this section shall include the interests of the CLIENT, SIEMENS, subcontractor and sub-subcontractor in the Work. SIEMENS shall be included as an additional insured on each such insurance coverage. The CLIENT and SIEMENS waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by the insurance required by this section and for any other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the CLIENT as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Insurance certificates shall be furnished upon request.
- 10.3 Title and risk of loss of materials and Equipment furnished by SIEMENS shall pass to the CLIENT upon their delivery to the Facility, and the CLIENT shall be responsible for protecting them against theft and damage.
- 10.4 SIEMENS will indemnify the CLIENT from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property (collectively "Damages"). Such indemnification shall be solely to the extent the Damages are caused by or arise directly from SIEMENS or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with SIEMENS' performance of the Work or Services. SIEMENS' obligations under this indemnity shall not extend to Damages arising out of or in any way attributable to the negligence of the CLIENT or its agents, contractors or employees. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder; however, with respect to an indemnity claim(s), any counsel selected by SIEMENS shall undertake a good faith defense of CLIENT and exhibit competence, commitment and dedication to the interests and claims of CLIENT in accordance with all applicable rules of professional conduct. UNLESS CONTRARY TO APPLICABLE LAW, IN NO EVENT SHALL THE CLIENT OR SIEMENS BE LIABLE UNDER THIS INDEMNITY OR OTHERWISE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS, HOWEVER CAUSED, EVEN IF SIEMENS OR THE CLIENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND, IN ANY EVENT, UNLESS CONTRARY TO APPLICABLE LAW, SIEMENS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY GOODS OR SERVICES FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO TWO TIMES THE TOTAL COMPENSATION RECEIVED BY SIEMENS FROM THE CLIENT UNDER THIS AGREEMENT. The preceding limit shall not apply to the CLIENT's remedy under the Performance Guarantee as such is limited by Section 4.8.
- 10.5 As to Patents and Copyrights:
- (a) SIEMENS will, at its own expense, defend or at its option settle any suit or proceeding brought against the CLIENT in so far as it is based on an allegation that any Work (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if SIEMENS is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or

PERFORMANCE CONTRACTING AGREEMENT

proceeding. SIEMENS will pay the damages and costs awarded in any suit or proceeding so defended. SIEMENS will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Work, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by the CLIENT is enjoined, SIEMENS will, at its option and its own expense, either: (i) procure for the CLIENT the right to continue using said Work; (ii) replace it with substantially equivalent non-infringing Work; or (iii) modify the Work so it becomes non-infringing.

- (b) SIEMENS will have no duty or obligation to the CLIENT under Section 10.5(a) to the extent that the Work is: (i) supplied according to the CLIENT's design or instructions, wherein compliance therewith has caused SIEMENS to deviate from its normal course of performance; (ii) modified by the CLIENT or its contractors after delivery; or, (iii) combined by the CLIENT or its contractors with items not furnished hereunder, and by reason of said design, instruction, modification, or combination, a suit is brought against the CLIENT. If by reason of such design, instruction, modification or combination, a suit or proceeding is brought against SIEMENS, unless expressly prohibited by law, the CLIENT shall protect SIEMENS in the same manner and to the same extent that SIEMENS has agreed to protect the CLIENT under the provisions of Section 10.5(a) above.
- (c) THIS SECTION 10.5 IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF THE CLIENT RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS. Compliance with Section 10.5 as provided herein shall constitute fulfillment of all liabilities of the Parties under the Agreement with respect to the intellectual property indemnification.

10.6 The Parties acknowledge that the price for which SIEMENS has agreed to perform the Work and obligations under this Agreement was calculated based upon the foregoing allocations of risk, and that each Party has expressly relied on and would not have entered into this Agreement but for such allocations of risk.

Article 11

Hazardous Materials Provisions

- 11.1 The Work does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any Facility at which Work is performed and any soil or groundwater at the Facility by petroleum or petroleum products (collectively called "Oil"), asbestos, PCBs or hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA, CERCLA or any other Applicable Law (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, and refrigerant. Except as expressly disclosed pursuant to Section 11.2, the CLIENT represents and warrants that, to the best of its knowledge following due inquiry, there are no Hazardous Materials or Oil present where the Work is to be performed. SIEMENS will notify the CLIENT immediately if it discovers or reasonably suspects the presence of any previously undisclosed Oil or Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on the CLIENT's representations as set forth in this Article. The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a Facility where SIEMENS is to perform Work, or of contamination of the Facility by Oil or Hazardous Materials not previously disclosed pursuant to Section 11.2, shall entitle SIEMENS to suspend the Work immediately, subject to mutual agreement of terms and conditions applicable to any further Work, or to terminate the Work and to be paid for Work previously performed.
- 11.2 The CLIENT warrants that, prior to the execution of the Agreement, it notified SIEMENS in writing of any and all Oil or Hazardous Materials, to the best of its knowledge following due inquiry, known to be present, potentially present or likely to become present at the Facility and provided a copy of any Facility safety policies and information, including but not limited to lock-out and tag procedures, chemical hygiene plan, material safety data sheets, and other items covered or required to be disclosed or maintained by Applicable Law.
- 11.3 Regardless of whether Oil or Hazardous Material was disclosed pursuant to Section 11.2, the CLIENT shall be solely responsible for properly testing, abating, encapsulating, removing, disposing, remedying or neutralizing such Oil or Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 11.1, SIEMENS shall have the right to stop the Work until the Facility is free from Oil or Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete the Work, and compensation for delays caused by Oil or Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. The CLIENT shall sign any required waste manifests in

PERFORMANCE CONTRACTING AGREEMENT

conformance with all government regulations, listing the CLIENT as the generator of the waste. If someone other than the CLIENT is the generator of the waste, the CLIENT shall arrange for such other person to sign such manifests.

11.4 Except where expressly prohibited by Applicable Law, for separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CLIENT shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from the CLIENT's breach of, or failure to perform its obligations under this Article.

11.5 For purposes of this Article 11, in the context of the phrase "to the best of its knowledge following due inquiry"; "knowledge" means actual awareness of the facts by the CLIENT's directors, officers, employees or agents, or the presence of relevant information contained in the CLIENT's books or records; and, "due inquiry" means inquiry of those persons under the CLIENT's control who should have knowledge of the subject matter of such inquiry.

Article 12

Miscellaneous Provisions

12.1 Notices between the Parties shall be in writing and shall be hand-delivered or sent by certified mail, express courier, or acknowledged telefax properly addressed to the appropriate party. Any such notice shall be deemed to have been received when delivered in-person or when sent by telefax, or five (5) business days subsequent to deposit in the U.S. mails, or one (1) day after deposit with express courier.

12.2 Neither the CLIENT nor SIEMENS shall assign or transfer any rights or obligations under this Agreement, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work or Services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the CLIENT and SIEMENS without the express written consent of both Parties.

12.3 This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth within which the Facilities are located.

12.4 This Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the Work, the Services, and the termination of this Agreement.

12.5 Unless contrary to Applicable Law and with the exception of disputes arising under Article 4 or Article 9, all disputes not resolved by negotiation between the Parties shall be resolved in state or federal court having jurisdiction over the parties. Venue shall be in Hidalgo County or the District Court for the Southern District of Texas.

12.6 SIEMENS' performance of the Work and Services is expressly conditioned on the Parties assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted by a Party to the other Party relating to the Work or Services, even if signed by the Parties, unless the written statement expressly indicates that such terms supersede the terms of this Agreement.

12.7 Any provision of this Agreement found to be invalid, unlawful or unenforceable by a court of law shall be ineffective to the extent of such invalidity, and deemed severed herefrom, without invalidating the remainder of this Agreement. All other provisions hereof shall remain in full force and effect.

12.8 The waiver by a party of any breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof. No waiver shall operate or be effective unless made in writing and executed by the party to be bound thereby.

12.9 In the event that Applicable Law or the CLIENT requires that SIEMENS procure a performance bond and/or a payment bond, SIEMENS shall provide a performance and payment bond in the amount of \$the price identified in Section 1.1 of Exhibit B. The performance and payment bond will solely apply to the Work performed during the Construction Period and to the required statutory lien filing period thereafter. The performance and payment bond will not apply to any of the obligations included in the Performance Assurance, Exhibit C. Furthermore, the CLIENT's funding source may be named as "Co-Obligee" on the performance bond if so requested by the CLIENT.

Article 13

Maintenance Services Program

13.1 If applicable, the scope of Services provided by SIEMENS for the Maintenance Services Program is stated in Exhibit A.

PERFORMANCE CONTRACTING AGREEMENT

- 13.2 The CLIENT represents that all equipment not installed by SIEMENS under this Agreement and subject to a MSP is in satisfactory working condition. SIEMENS will have inspected all such equipment within the first thirty (30) days of MSP commencement or no later than the first scheduled inspection. Testing and inspection will not be deemed to be complete until all such equipment has been so tested and inspected.
- 13.3 If the equipment is altered or moved by any person, including the CLIENT, other than SIEMENS or a person authorized by SIEMENS, the CLIENT shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of, the system at the CLIENT's expense.
- 13.4 If SIEMENS reasonably determines as a result of such inspection and/or testing that any equipment requires repair or replacement, the CLIENT will be so notified and shall take corrective action within thirty (30) days, or such equipment shall be removed from coverage hereunder without further action by the Parties. SIEMENS is not liable or responsible for the continued testing, maintenance, repair, replacement or operating capabilities of any portion of the equipment until it has been inspected and/or tested and has been, if necessary, restored to an acceptable initial condition at the CLIENT's sole expense. Any services provided by SIEMENS in the course of such restoration will be separately charged on a time and materials basis, and not included in fees paid hereunder. If individual items of equipment cannot, in SIEMENS' sole determination, be properly repaired or replaced due to age, obsolescence, lack of availability of refrigerant gas, halon gas, necessary parts, materials, compatibility or otherwise, or as a result of excessive wear or deterioration, SIEMENS may, within ten (10) days of such inspection, give written notice that it is withdrawing such items from coverage under the MSP and adjust the MSP payments due hereunder accordingly.
- 13.5 If the removal of equipment from coverage would compromise or impair the integrity of the Work, Services or compliance with law of any system, then SIEMENS will provide a written statement thereof for execution by the CLIENT. The CLIENT's failure to execute such statement within ten (10) days will void the MSP and release SIEMENS from any further obligations with respect to the MSP.
- 13.6 If the MSP scope of Services provides for equipment maintenance, repairs and/or replacements of equipment by SIEMENS, those Services are limited to restoring the proper working condition of such equipment. SIEMENS will not be obligated to provide replacement equipment that represents significant capital improvement compared to the original. Exchanged components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of the CLIENT.

Mr. Homer Rhodes
Purchasing Agent – Finance Department
City of Weslaco, TX
255 South Kansas Ave.
Weslaco, Texas 78596

VIA email: Homer Rhodes hrrhodes@weslacotx.gov

RE: 3rd Party Engineering Review Performance Contract

Dear Mr. Rhodes,

Bocci Engineering was pleased to provide an independent review of the Siemens Industry, Inc. Utility Assessment Report dated November 8th, 2017 for the City of Weslaco. Our review is of the Utility Cost Reduction Measures (UCRMs), also known as Financial Improvement Measures (FIMs) and their analysis, methodology and cost savings merits as delineated in the report and its appendices. Our goal is to support the City in identifying any financial or technical risks for the proposed work. City of Weslaco's proposed phase 1 project includes five (5) active Financial Improvement Measures (FIM) as summarized below;

- FIM 1 – Lighting Retrofits to Upgrade Efficiency (25 Buildings and Parks,)
- FIM 2 – Replace HVAC Equipment with High Efficiency Units (9 Buildings,)
- FIM 3 – Install HVAC Armor & Re-commissioning of HVAC DX Units (15 Buildings,)
- FIM 4 – Removed,*
- FIM 5 – Removed,*
- FIM 6 – Lighting Traffic Signal LED Retrofit (13 Intersections,)
- FIM 7 – Water Meter AMI.

These five Measures total cost is \$7,521,075 and the year 1 increased water revenues are \$899,619 and year 1 reduced operations costs are \$9,405. By far, the majority of beneficial returns is generated from increased revenues from FIM #7 Water Meter AMI contributing \$899,629 in year 1. To that extent, Bocci will focus more risk review on the water meter FIM.

Bocci a licensed Professional Engineering firm (F-10047) independently reviewed the Siemens report and guarantees. Bocci completed calculations to show that the Siemens results have a high likelihood of technical success. Specifically:

- We did not identify any fatal flaws that would prevent implementation of the proposed improvements.
- Industry norms were followed.

- Energy savings were conservatively estimated. CoW assumes risk of operating run hours in most energy savings calculations & M&V methodology. This risk is negligible to the overall revenue increase when considering overall financial risks.
- Operations & Maintenance savings were conservatively estimated; however, they are not guaranteed.
- Additional revenue generation was conservatively estimated, utilizing a testing methodology and field proven verification on the majority of all water meter types.
- The Performance Assurance Plan and Program Payments represent approximately 7.5% of the total costs over a 15 year term, which exceeds the warrantee of some of the equipment systems. Consider the assumed risks by CoW for items such as stipulated rates and run hours when choosing to purchase the guarantee and M&V services. Alternatively, the city could procure for retro-commissioning services at 5 year increments to retune, recalibrate, and re-align operations & maintenance practices for sustainability.
- In UAR report dated 11/08/2017 the UCRM numbering was found to be different the final revised pricing Summary submitted to City of Weslaco. The FIM description titles and scopes were found to be consistent, and hence no impact.

We reviewed the basic terms of the guarantee and found the terms to be reasonable. Bocci does not provide legal advice. The terms include an energy guarantee, guaranteed savings based on a constant escalator, maintenance requirements by the City of Weslaco and a verification process based on the measurement of key parameters. The guarantee does not cover stipulated or deferred operations and maintenance cost reductions.

Based on our review, Bocci can see no reason not to proceed with the selected projects.

Below is a description of our analysis and findings, along with a few recommendations for support success through the implementation phase.

FIM #1 (same as UCRM #4): Lighting Retrofits to Upgrade Efficiency

No fatal flaws found. City of Westlaco should note:

- Be sure to verify foot-candle readings post installation to assure code compliance and safety.
- Warrantees vary by manufacturer and component. Request a detailed warranty summary. (i.e. Sylvania T5 & T8 bulbs have 2 & 3-year warrantees, control components

are 5 years. Batteries have limited warranties, and Barron product warranty was not provided.)

- Obtain re-lamp stock for matching replacement. Recommend further discussion and understanding of later years 10-15 in PASP, as to how lamp replacements (labor costs) are handled with guarantee and warranty.
- Obtain document of proof of material transfer /final disposal tracking for waste disposal of fluorescent bulbs to mitigate risks.
- CoW assumes risks of run hours as they are stipulated in calculation methodology.

FIM #2: Replace HVAC Equipment with High Efficiency Units

No fatal flaws found. City of Westlaco should note:

- Be sure to verify TAB (test and air balance) readings post installation to assure code compliance and safety.
- Per 2015 IECC as amended and adopted by CoW, replacement single zone split system units SEER rating needs to be either 10% flat increase in efficiency, or 13 SEER with heat pump. Units selected are 14 SEER, calculations of replacement units are approximately 14% higher efficiency or greater. 16 SEER technologies are readily available and costs are very competitive. Bocci recommends consideration for cost differential to higher efficiency with the high ROI and NPV value of this ESPC program.
- CoW is responsible for continued maintenance of HVAC systems. Following OEM manufacturers' recommended maintenance will likely be necessary to sustain longevity of efficiency improvements.
- Humidity sensing control is recommended for dehumidification cycles and improved indoor air quality in areas of low or intermittent occupancy and the HVAC unit cycles off meeting temperature set points. Libraries, auditoriums, and high ceiling lobbies or atriums are common IAQ culprits in Texas.

FIM #3: Install HVAC Armor & Re-commissioning of HVAC DX Units

No fatal flaws found. City of Westlaco should note:

- Be sure to verify TAB (test and air balance) readings post installation to assure code compliance and safety.
- CoW is responsible for continued maintenance of HVAC systems. Following OEM manufacturers' recommended maintenance will likely be necessary to sustain longevity of efficiency improvements.

- HVAC Armor is an application which is difficult to assess separately from HVAC system and control / retro-commissioning upgrades, unless applied in isolation to a unit.
- Humidity sensing control is recommended for dehumidification cycles and improved indoor air quality in areas of low or intermittent occupancy and the HVAC unit cycles off meeting temperature set points. Libraries, auditoriums, and high ceiling lobbies or atriums are common IAQ culprits in Texas.

FIM #6: Lighting Traffic Signal LED Retrofit

No fatal flaws found. City of Westlaco should note:

- Be sure to verify post installation measurements to assure code compliance and safety.
- Warrantees vary by manufacturer and component. Request a detailed warranty summary.
- CoW assumes risks of run hours as they are stipulated in calculation methodology.
- Obtain re-lamp stock for matching replacement. Recommend further discussion and understanding of later years 10-15 in PASP, as to how lamp replacements (labor costs) are handled with guarantee and warranty.

FIM #7: Water Meter AMI

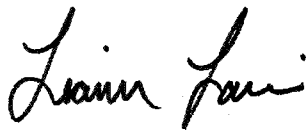
No fatal flaws found. City of Westlaco should note:

- Be sure to verify post installation to assure code compliance and safety.
- Brass meter pipe connections are preferred for reducing corrosion caused by dissimilar metals. Where meters have stainless steel pipe connections, dielectric fittings or brass fittings are recommended to copper and galvanized pipes.
- CoW assumes risks of water rates and escalation rates as they are stipulated in calculation methodology.
- Recommend further discussion and understanding of later years 10-15 in PASP, as to how replacements (labor costs) are handled with guarantee and warranty.

The following table of documents were utilized by Bocci Engineering as part of the 3rd party review. No additional materials were supplied.

Count	Title	Notes	Outcome
1	Weslaco Project Scope Summary 20171101 No Portal No Roofs Revised Price	Revised final Pricing & summary -5 FIMs	no fatal flaws
2	Weslaco Siemens UAR 20171108 to Customer	Final UAR - UCRM numbering off	no fatal flaws
3	Weslaco Siemens UAR Appendix A to Customer 20171108	COW Utility Usage & Billing data, historical average costs higher than that used for energy savings.	no fatal flaws
4	Weslaco Siemens UAR Appendix B to Customer 20171108	COW Utility Rate Schedules & Utility Contract, renewal costs account for price decrease and SBT applied appropriately, not to over estimate savings. W/WW costs excluded from FIM savings	no fatal flaws
5	Weslaco Siemens UAR Appendix C to Customer 20171108	UCRMs Detailed Calculations, Bocci's focused review, industry standard acceptable, not questions or issues.	no fatal flaws
6	Weslaco Siemens UAR Appendix D to Customer 20171108	Meter spec sheets; both brass and stainless steel pipe connections. SS should use dielectric fitting or brass to reduce corrosion when connecting to copper or galvanized pipe.	no fatal flaws
7	Weslaco Siemens UAR Appendix E part 1 to Customer 20171108	Warranty information, varies by manufacturer & component. Missing Barron chart.	no fatal flaws
8	Weslaco TX - Phase 1 ExA 20171109 Clean to City 20171113	Detailed Scope of Work.	no fatal flaws
9	Weslaco TX - Phase 1 ExB 20171109 Clean to City 20171113	Payment Terms	no fatal flaws
10	Weslaco TX - Phase 1 ExC 20171109 Clean to City 20171113	Performance Assurance; Water quality maintenance the responsibility of CoW, uses stipulated O&M savings, stipulated W/WW rates, follows industry standards in accordance with IPMVP (International Performance Measurement & Verification Protocol) and as proscribed by FEMP (Federal Energy Management Program) Guidelines and the AWWA Manual of Practice M6. M&V uses stipulated run hours for calcs.	no fatal flaws
11	Weslaco TX Exh C - Appendix 1 Baseline Meter Acct List	reviewed and no issues	no fatal flaws
12	Weslaco TX Exh C - Appendix 2 Baseline Meter Test Data	reviewed and no issues	no fatal flaws
13	Weslaco TX Exh C - Appendix 3 Consumption Analysis by Meter Size	reviewed and no issues	no fatal flaws
14	Weslaco TX Exh C - Appendix 4 Rate Structures	CoW assumes rate risk.	no fatal flaws
15	Weslaco TX Exh C - Appendix 5 Meter Warranty	reviewed and no issues	no fatal flaws
16	Weslaco TX Exh C - Appendix 6 Water Quality Report	CoW assumes water quality risk.	no fatal flaws
17	Weslaco TX Exh C - Appendix 7 Lighting Room by Room Counts	all retrofits to LED, audit shows many lighting counts excluded from FIM	no fatal flaws
18	Weslaco TX Exh C - Appendix 8 Lighting Annual Hours of Operation	CoW assumes run hours risk. reviewed and no issues.	no fatal flaws

Respectfully,



Lianne Lami
Texas PE# 97185 expires 3/31/2018

Article 1: Scope of Work

- 1.1 **Description:** Except as otherwise expressly provided herein, SIEMENS shall provide each and every item of cost and expense necessary to implement the following FIMs, which are further described in Section 1.2 (collectively, the "Work"):
- Water Meter Replacement;
 - Advanced Metering Infrastructure (AMI);
 - HVAC Armor;
 - HVAC Replacements;
 - Lighting Retrofits;
 - Traffic Signal Retrofits.

- 1.2 **Specific Elements:** The Work shall include the following:

1.2.1 Water Meter Replacements and AMI System

Replacement of Water Meters with Radio Read Capabilities

SIEMENS will replace existing water meters with new water meters and radios, including any required modifications to existing meter boxes, lids, etc. as outlined below. Water meter quantities and types are listed in Table 1.1.

Table 1.1 – Table of Water Meter Quantities and Types

Qty	Size	Type	Description
8,748	5/8" X 3/4"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
466	1"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
101	1.5"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
1,082	2"	Neptune R900i Mach 10	Fixed Base Water Meter and Transmitter Replacement
15	3"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
17	4"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
3	6"	Neptune High Performance Turbine meter	Fixed Base Water Meter and Transmitter Replacement
51	2"	Neptune TRU/FLO Compound meter	Fixed Base Water Meter and Transmitter Replacement
4	3"	Neptune TRU/FLO Compound meter	Fixed Base Water Meter and Transmitter Replacement
12	4"	Neptune TRU/FLO Compound meter	Fixed Base Water Meter and Transmitter Replacement
2	6"	Neptune TRU/FLO Compound meter	Fixed Base Water Meter and Transmitter Replacement
1	6"	Neptune Protectus SS w/T-10	Fixed Base Water Meter and Transmitter Replacement
1	8"	Neptune Protectus SS w/T-10	Fixed Base Water Meter and Transmitter Replacement
10,503	Total		

For all water meters included in this scope of work, SIEMENS shall also include the following items and/or services in locations where it determines the existing infrastructure/equipment is insufficient for use in accordance with this Scope of Work and applicable specifications:

- Meter box replacement and/or lid where necessary;
- Dig up box for new box install where necessary;
- Dig up box reposition for install where necessary;
- New meter lid where necessary;
- Cut concrete/asphalt in order to access and replace meter within two feet of meter box where necessary;
- Replace curb stop where necessary;
- Repair leaks within 2 feet of meter; leaks beyond 2 feet are deemed to be preexisting or caused by forces outside Siemens control
- Epoxy coated ductile iron strainers where necessary on meters 2" and above

See Attachment 1- Meter Account List for a detailed listing of each water meter type and location to be included.

It is understood by SIEMENS that the components of the new AMI system will properly fit inside of CLIENT's water meter pit environment where applicable unless lay-length or other rework is specifically stated in the scope of work. Should the new meter and AMI components not fit underneath or inside existing meter box, SIEMENS will raise and reposition existing box to make meter and AMI components fit under lid. If CLIENT requires additional work to that meter, service line, or box, then SIEMENS reserves the right to propose a solution and, if necessary, the parties shall enter into a mutually agreeable change order adjusting the time for completion and compensation due to SIEMENS for rework.

SIEMENS will make every effort to provide meter lids and/or boxes as set forth in the scope of work that meet or exceed industry standards. CLIENT shall be responsible for the testing and approval of all meter lids, meter boxes, and associated locking mechanisms installed during this project. Unless specified otherwise in contract, SIEMENS shall not be held liable for meter lid characteristics that are unwanted or otherwise unexpected including material construction, specific gravity, propensity to float, load bearing properties, impact bearing properties or the like. Locking meter lids are not included as part of the scope of this project. SIEMENS has done its due diligence to verify that the meter quantities listed in Table 1.1 above are accurate and CLIENT is in agreement with these quantities. If any changes in meter quantities occur, SIEMENS reserves the right to develop and price these additional changes to the Scope of Work and will provide CLIENT with revised cost and savings calculations.

In order to verify meter quantities and to maintain system integrity for measurement and verification purposes, after substantial completion CLIENT shall allow SIEMENS reasonable access to its meter database as long as a performance assurance agreement exists between the CLIENT and SIEMENS.

- SIEMENS will be responsible for water line breaks within a 2-foot diameter of the meter set, while the CLIENT will be responsible for line breaks outside of this area.

The final reading of the old meters pulled will be provided from the direct read dial face of the meter. If the reading is illegible due to dial face condition, SIEMENS will break the glass of the dial face to get the final reading.

Meter Access Procedure for the Project is outlined below:

- SIEMENS will attempt to access the meter a total of 3 times with a minimum of 24 hours between each access attempt.
- On each of the three access attempts, SIEMENS will "tag" the door with information on how to contact SIEMENS to allow access to meter in order to perform work.
- Each attempt to access the meter will be documented with a date and time – recorded electronically into the SIEMENS database
- After the third documented attempt, SIEMENS will submit inaccessible account to CLIENT for access assistance.
- CLIENT will take reasonable actions, including phone calls, PR announcements, and finally discontinuing service, as a means to gain access to the inaccessible meter or facility.
- If the account remains inaccessible for a period not to exceed 15 business days following submission to CLIENT, the account will be deemed permanently inaccessible and removed from the project scope.

SIEMENS will coordinate closely with the CLIENT staff for scheduling and workflow as each route is installed. Install crews will document the customer account number, service address, serial number, size, and the final reading from the existing register prior to removal; and will document the new meter serial number, new meter size, latitude, longitude and configure, program and verify communication of each new set upon installation. As each route is completed, the commissioning and acceptance plan described will be performed to verify proper performance.

A successful and complete meter installation is defined as any meter installed to manufacturer specifications where the data has been accurately transferred into utility billing database (Incode) and reads one or more times electronically on the reading network.

At the point of a successful and complete meter installation, the installation labor warranty begins and system benefits may be realized.

Upon Substantial Completion of each route in CLIENT's system, SIEMENS shall notify CLIENT in writing and request a Certificate of Substantial Completion for that route. CLIENT shall, within 5 working days, inspect the Work to determine its status of completion. If CLIENT does not consider work to be substantially complete it shall notify SIEMENS in writing, giving the reasons therefore and CLIENT shall develop a list of items to be completed or corrected ('punch list'). If CLIENT considers the Work to be substantially complete, then CLIENT shall execute a Certificate of Substantial Completion provided by SIEMENS.

Exclusions:

- Any deficiencies in existing utility infrastructure;
- Any existing water leaks found prior to beginning the meter retrofit;
- Any water leaks which occur outside of the 2' radius from the meter;
- Any repositioning or leveling of meter boxes for cosmetic appearance different than as-found condition;
- Any replacement or repair of any water appliances and infrastructure downstream or upstream of the meter;
- Installation of any new water meters other than those listed in Table 1.1;
- Concrete and sidewalk repairs due to meter access, rework of meter boxes, or replacement of meters.
- Lowering or relocating water service lines associated with water meters
- Any cutting and/or removal of tree roots or shrubbery so that meter can be replaced or to gain access to water meters.

Automatic Metering System Upgrade

Except as otherwise expressly provided herein, SIEMENS will provide all equipment, material, and labor to install new Automatic Metering Infrastructure as follows:

Install a new Neptune R900i or equivalent AMI system and provide material and labor to make the system functional. SIEMENS will replace the water meters identified in Table 1.1, and provide all material and labor to make the system functional, which includes installation of the following:

- Neptune Data Collection System which includes (see Table 1.3):
- Nine (9) Neptune Gateway Data Collectors;
- One (1) Neptune Software-as-a-Service Hosted Server per Client's separate agreement directly with meter manufacture (Neptune);
- One (1) MRX Drive By Mobile Unit;
- One (1) Nimble Ranger Handheld Reader including charging cradle and belt clip receiver;
- Mass Meter Swap File for Neptune to Incode billing software interface.
- Functional AMI system shall be defined as the meters being installed and capable of sending signals to the collectors, the collectors receiving those signals and transmitting the information to the Nsight meter data management system, and the Nsight meter data management system accurately sending the information to CLIENT'S billing system. It is typical that at any given time a small amount of meters capable of communicating may be hindered from communicating due to external conditions such as parked cars or temporary interferences of communication path.

Exhibit A - Scope of Work and Services
City of Weslaco, TX

Table 1.3 – Collector Locations

Name	Coordinates	Elevation (ft)	Antenna Height (ft)	Description
4Ast18a	26.126359, -97.998302	72	75	Existing Lift Station
4Ast87a	26.184210, -97.990185	82	75	Water Treatment Plant
4Lift26	26.184787, -97.955088	60	75	Existing Lift Station
4Lift27	26.145748, -97.958495	69	75	Existing Lift Station
4Lift35	26.127490, -97.966128	69	75	Existing Lift Station
4Bridge	26.152280, -97.982079	69	143	Existing Elevated Storage Tank
4Harlon	26.146380, -98.003646	79	145	Existing Elevated Storage Tank
4Kansas	26.161734, -97.990148	75	140	Existing Elevated Storage Tank
4Milano	26.164880, -98.015778	82	143	Existing Elevated Storage Tank

For the Collector Locations identified in Table 1.3, CLIENT shall:

- Coordinate with installer as required prior to electrical trenching.
- Provide access for digging equipment and temporarily remove any fencing as required to provide adequate space for installation of base stations.
- Obtain all necessary approvals, including the access rights, easement rights if necessary and consent of any 3rd party owners and/or other interested parties (if applicable) to construct, maintain and operate the collector tower at the location identified in Table 1.3 for the term of this Agreement. Access rights shall include the ability to operate the collectors and repeaters for the entirety of the performance guaranty period.
- SIEMENS assumes that soil/underground conditions at the Collector Location are suitable to install the collector tower. To the extent Siemens determines that the location is unsuitable to install the tower, SIEMENS reserves the right to propose a new location and, if necessary, the parties shall enter into a mutually agreeable change order adjusting the time for completion and compensation due Siemens.
- Client shall be solely responsible for locating and identifying any underground utility lines within the proposed trenching path for each site. SIEMENS reserves the right to handle any deviation from proposed trenching path as a change in scope of work, and issue a change order;
- All required electrical work, mass data transfer and system commissioning is also included in this scope. Global positioning system coordinates will be provided for all meters. Unless specified otherwise in this contract, GPS coordinates will typically be accurate within consumer grade specifications or sub-meter accuracy, which is typically within 9 to 10 feet.

Exhibit A - Scope of Work and Services
City of Weslaco, TX

- All removed meters shall become property of CLIENT, and will be placed in a storage location as mutually agreed between CLIENT and SIEMENS. CLIENT shall provide bins/storage containers for removed meters. Serial numbers, readings and photos of all removed meters will be taken and meters will be discarded into provided bins on a daily basis.

SIEMENS shall also include:

- Neptune N_SIGHT 5.5 & Plus host software;
- Interface program to interface with Neptune AMI Software to Incode Billing System;
- AMI system start up/testing/commissioning in accordance with this Exhibit A;
- Onsite field training to include 3 days, for up to 5 people;
 - Training on use of AMI system;
 - Training for field personnel of proper installation and maintenance of system;
 - Training to interface billing software to Neptune data collection system.
- Install of GPRS (cellular modem) Backhaul communications provided by Verizon or similar communication protocol. [Cellular contracts and monthly service fees for cellular connections are not included and shall be CLIENT'S responsibility.]
- Electric power connection from breaker box to data collectors.

Exclusions:

- Any deficiencies in existing electrical system at sites chosen for collectors, including proper grounding and bonding
- Any deviation of proposed electrical trenching route at each site chosen for data collection equipment due to unknown location of buried pipes, or other existing electrical conduit, etc.
- Any additional new customer accounts the city acquires;
- Any ongoing license and service fees charged by manufacture of software;
- Any ongoing backhaul communication fees;
- Billing system customization, maintenance or support beyond scope of Exhibit A

Exhibit A - Scope of Work and Services
City of Weslaco, TX

1.2.2 HVAC Armor

Except as otherwise expressly provided herein, SIEMENS will provide all equipment, material, and labor to install HVAC Armor on existing HVAC systems as follows:

HVAC Armor is a restorative coating impregnated with 65% aluminum in a base of industrial grade polyurethane applied to reduce corrosion and make cleaning easier and more efficient.

The following provides a general scope of work at facilities outlined in Table 1.4:

- General clean up of overall unit and wash-down of coils. Deep clean condenser coils to remove final materials in coils and corrosion;
- Straighten aluminum fins;
- Spray each condenser coil with HVAC Armor from both outside-in and inside-out, thereby applying even coverage;

Table 1.4 – HVAC Armor Locations

Facility Name	Location	Manuf.	Model #	Serial #
Customs Building	Roof	Trane	4TCC3036A100AB	9372KP79H
Customs Building	Roof	Trane	4TCC3036A100AB	10123LLE9H
Customs Building	Roof	Trane	4TCC3036A100AB	9464HXE9H
Public Works	SE Ext ground	Trane	2TTB3060A1000AA	80134662F
Public Works	Ext ground	Trane	TTA240B400FB	8024Y0AAD
Public Works	Ext ground	Trane	TTA150H400AA	16202LR4YA
Public Works	NE Ext ground	Trane	2TTB3048A1000AA	7503RSX4F
Fire Station #2	Roof	Trane	M4AC3048A1000AA	(missing)
Fire Station #2	Roof	Trane	M4AC3060A1000AA	(missing)
Fire Station #2	Roof	Rheem	RAKB-036JAZ	6952M520403394
City Hall	Roof	Trane	RAUCC30EBY03ABD000020	C05E03761
City Hall	Roof	Trane	RAUCC30EBY03ABD000020	C05E03760
City Hall	Roof	Daikin	DTH036XXX1DXXXAA	1507346290
Parks Office	Ext ground	Rheem	RAKA-042CAZ	5462FF049907081
Weslaco Service Center	Ext ground	Johnson	TCJD60S43S4EA	W1H5908370
Weslaco Service Center	Ext ground	Rheem	RAND-024JAZ	7293F080603118
Weslaco Service Center	Ext ground	Rheem	RANL-060CAZ	7394W311001035
Tower Theater	Ext ground	Rheem	13AJN60A01	W401434791

Exhibit A - Scope of Work and Services
City of Weslaco, TX

Facility Name	Location	Manuf.	Model #	Serial #
Library Annex	Roof	Trane	4TTA3048D3000CA	133028WX3F
Library Annex	Roof	Daikin	DX13SA0603AC	1610072965
Library	Roof	Carrier	50PG-C08-AB50-AA	3406G50002
Library	Roof	Carrier	50PG-C08-AB50-AA	3406G50003
Library	Roof	Carrier	50PG-C06-AB50-AA	3406G20013
Library	Roof	Carrier	50PG-C06-AB50-AA	3406G20014
Library	Roof	Trane	4TTA3060D3000CA	12363MEC4F
Library	Roof	Trane	4TTA3060D3000CA	12363ME84F
Library	Roof	Trane	4TTA3060D3000CA	12365T4N4F
Library	Roof	Trane	4TTA3060D3000CA	12365T224F
Library	Roof	Trane	M4AC3024A1000AA	(missing)
Mayor Braught Theater	Roof	Rheem	RAWD-090CAZ	7002F150605199
Mayor Braught Theater	Roof	Rheem	RAWE-092CAZ	F421402012
Mayor Braught Theater	Roof	Rheem	RLKA-A085CM	6225F020615525
Police Substation	Roof	Trane	TSC060E3E0A	121011746L
Police Substation	Roof	Am. Std.	TSC048E3E0A	111010737L
Fire Administration Building	Roof	Trane	TSC092F3E0A09000	160411943L
Terminal	Ext ground	Rheem	RAWL-090CAZ	7753W041308615
Water Treatment Plant	Ext ground	Trane	4TWB4036G1000AB	13045KW22F
Water Treatment Plant	Ext ground	Trane	TTA090D400AA	14284SCAYA
Water Treatment Plant	Ext ground	Trane	TTA090D400AA	14284SCWYA
Water Treatment Plant	Ext ground	Trane	TTA120E400AA	1430481DYA
Water Treatment Plant	Ext ground	Trane	TTA120E400AA	1430481AYA

Exclusions:

- Cost associated with pulling City permits. City to provide permits at no charge to Siemens;
- No work is included for asbestos abatement and/or asbestos survey costs;
- Building Automation and Energy Management Control Systems;

Exhibit A - Scope of Work and Services
City of Weslaco, TX

- Any work associated with fire alarm system or life safety systems;
- Temporary cooling or heating of any kind;
- Air balance
- Replacement of ductwork inside buildings;
- Any additional warranties outside of the manufacturer's equipment warranty;
- Any remedial measures and/or corrections to existing conditions required by the applicable inspecting authority but not expressly contemplated in this Exhibit A.

1.2.3 HVAC Replacements

Except as otherwise expressly provided herein, SIEMENS will provide all equipment, material, and labor to install new HVAC Replacement systems as follows:

Table 1.5 – HVAC Replacements

Facility Name	Location	Manuf.	Model #	Serial #
Public Works	N Ext ground	Trane	2TTB3018A1000AA	7374LAC5F
Fire Station #3	Ext ground	Carrier	38BRC048540	1500E03324
City Hall	Roof	Trane	2TTB2036A1000AA	43454U73F
Parks Office	Ext ground	Rheem	RAKA-042CAZ	5462FF049907081
Weslaco Service Center	Ext ground	Rheem	RAWD-090CAZ	7002F180405605
Tower Theater	Ext ground	Rheem	RAKB-048JAZ	6954 M2605 15561
Fire Marshal Office	Roof	(missing)	(missing)	(missing)
Fire Marshal Office	Roof	Rheem	RAKA-030JAZ	6908F420305298
Fire Marshal Office	Roof	Goodman	CK60-1C	9808500196
Office Building @ Tower Theater	Ext ground	Ruud	UAKA-042JAZ	5461F180216930
Fire Administration Building	Roof	Trane	(missing)	(missing)

For all HVAC equipment replacements, SIEMENS shall perform the following:

- Completely replace and commission equipment with new units of similar size;
- Disconnect and reconnect electrical power;
- Disconnect and reconnect existing condensate drain lines or replace as necessary to insure proper drainage;
- Siemens will pull all necessary permits, transport and properly dispose of removed equipment;
- Reclaim and recycle all refrigerant;
- Include hail guards on all new units;
- Install new programmable thermostats for all new units;
- Provide and install curb adapter if required for new unit configuration;
- Re-use existing concrete pads where needed if units are to be ground mounted.

Exclusions:

- Cost associated with pulling City permits. City to provide permits at no charge to Siemens;
- No work is included for asbestos abatement and/or asbestos survey costs;
- Building Automation and Energy Management Control Systems;
- Any work associated with fire alarm system or life safety systems;
- Temporary cooling or heating of any kind;
- Replacement of ductwork inside buildings;
- Air balance
- Any additional warranties outside of the manufacturer's equipment warranty;
- Any remedial measures and/or corrections to existing conditions required by the applicable inspecting authority but not expressly contemplated in this Exhibit A.

1.2.4 LED Lighting Retrofits

Except as otherwise expressly provided herein, SIEMENS will provide all equipment, material, and labor to install new LED Lighting Retrofits in accordance with the Appendix #7 - Lighting Room by Room Counts. A summary of the scope is as follows:

Table 1.6 – Lighting Improvements Proposed

Description	Qty.
Don't Do - Not included in Project	1,042
LED New Exit Sign	2
LED New fixture	293
LED Relamp	502
LED Retrofit Kit	116
Linear LED Retrofit	954
Linear LED Retrofit Kit	632
New Occupancy Sensor	10
Total	2,509

Table 1.7 – Lighting Locations Proposed

INTERIOR WORK	EXTERIOR WORK
Airport	Airport
Animal Shelter	Animal Shelter
Brought Theater	Brought Theater
City Hall	City Hall
Fire Administration Building	Fire Administration Building
Fire Station #2	Fire Station #2
Fire Station #3	Fire Station #3
Library	Library Annex
Old City Hall	Old City Hall
Parks – 1020 W. 18 th St.	Parks – 1020 W. 18 th St.
Parks – 1206 E. 6 th St.	Parks – 1200 E. 6 th St.
Parks – 300 N. Airport Dr.	Parks – 300 N. Airport Dr.
Parks – Harlon Block Park	Parks – 301 S. Border Ave.
Parks – Valley Nature Center	Parks – 400 Hidalgo St.
Public Works	Parks – Harlon Block Park
Wastewater Treatment North	Parks – Valley Nature Center
Water Treatment Plant	Public Parking Garage
	Public Works
	Wastewater Treatment North
	Water Treatment Plant

For all lighting replacements, SIEMENS shall perform and/or provide the following:

- Required materials for recommended retrofit;
- Installation during normal business hours or at night;
- If prior to construction, tube guards, wire baskets, tethers or similar protective devices are part of the existing fixture, a comparable device is to be included in the retrofit. The protective device is to be compatible with replacement lamps;
- Transport and properly dispose of all removed equipment ;
- Provide lamp recycling certificates
- Manufacturer's warranty.

Exclusions:

- Does not include repair of existing deficiencies in electrical system, to the extent Siemens is required to correct same it shall be entitled to additional compensation;
- Does not include replacement of broken fixtures, lenses, guards, etc. that are not scheduled for replacement in the line by line details of Attachment 1;
- Replacement of any broken or damaged lay-in ceiling tiles;
- Does not include asbestos and mold removal or abatement.

1.2.5 Traffic Signal LED Retrofits

Except as otherwise expressly provided herein, SIEMENS will provide all equipment, material, and labor to install new Traffic Signal LED Retrofits as follows:

- Upgrade of traffic signal indicators to LED for 13 city-owned traffic signals
- Audit count:
 - Red: 117
 - Yellow: 105
 - Green: 109
 - Yellow Arrow: 27
 - Green Arrow: 27
- Upgrade of Pedestrian Indicators to Countdown: 27
- Upgrade of School Zone Flashers:
 - 20 locations to be upgraded with single section yellow traffic signal head top of pole mount with LED module;
 - 7 locations to be upgraded with flasher cabinet with clock DC, 14' pole with transformer base, cap with screw base, single section yellow traffic signal, head side of pole mount DC, and solar panel with 2 batteries.

1.3 Technical Specifications, Drawings, and Exhibits: The Work shall be performed in accordance with the following specifications, drawings and other attachments hereto, which are specifically incorporated herein and made part hereof:

- All electrical work to comply with applicable NEC guidelines;
- New AMI system and other associated Drawings to remain property of SIEMENS until City has paid in full;
- All O&M manuals, wiring diagrams, and manufacturer's warranties to be supplied to City;

1.4 CLIENT'S Responsibilities (in addition to those in Article 6 of the Agreement):

- Provide a designated representative to interface with SIEMENS on all issues related to the Project;
- Provide for timely review of Project schedules and submittals (typically a 5-day approval turn-around unless otherwise specified);

- Provide access to Facilities with 3-day advance notice of work schedules, including coordination with Facility occupants and stakeholders
- Provide escorts as required in secure areas;
- Provide for timely review and approval of completed Work;
- Provide assistance for electrical utility shutdowns of sections of the Facilities that may be required. SIEMENS will coordinate with Facility personnel to minimize disturbances.
- CLIENT shall provide access to the water utility bills and other utility usage data to allow evaluation of performance of building systems installed by SIEMENS. Account numbers for buildings affected shall also be provided by CLIENT. This access shall be provided near the start of the construction period so that electric energy consumption can be tracked for the purposes of calculating construction period savings (if applicable).
- CLIENT will be responsible for the monthly service fee for the backhaul communication for new AMI system.
- Scheduling shutdowns, downtimes, and relocation of new commercial vaults;
- CLIENT shall continue to be responsible for reading meters until all commissioning and acceptance plan steps are completed for the AMI system.
- CLIENT shall provide a secure and accessible storage location during entire construction period for SIEMENS to store meters and other equipment associated with this Project.

Article 2: Work Implementation Period

- 2.1 Commencement of Work: SIEMENS shall commence the Work sixty (60) calendar days from the Effective Contract Date, shall perform the Work diligently, and shall complete the Work no later than 390 calendar days from the day of commencement.
- 2.2 *Milestones*: Specific scheduling milestones and coordination requirements will be defined in Project schedule.

Article 3: Scope of Performance Assurance Services Program (PASP)

- 3.1 The Performance Assurance Service Program (PASP) shall commence on the Guarantee Date and shall be performed during the Performance Guarantee Period unless terminated by CLIENT in accordance with terms and conditions of Article 4 of the Performance Contracting Agreement.
- 3.2 SIEMENS will provide PASP services consistent with the Agreement and Exhibit C. SIEMENS will provide an Annual Performance Assurance Report ninety (90) days after the end of each Annual Period.
- 3.3 Performance Assurance Services are all labor activities, site visits, monitoring and analyses necessary to calculate the Annual Realized Savings achieved by

the Project, and to prepare and present the Annual Performance Assurance Report for the respective Annual Period.

3.4 Each Annual Performance Assurance Report shall include:

3.4.1 The Measured and Verified Savings for the respective Annual Period, including supporting documentation required to complete the Measurement and Verification Plan outlined in Article 4, Exhibit C of this Agreement.

3.4.2 The Realized Annual Savings achieved by the Project for each respective Annual Period

3.4.3 A comparison of the Annual Realized Savings and Guaranteed Annual Savings to determine whether there is a Savings Shortfall for the respective Annual Period, pursuant to Article 4 of the Performance Contracting Agreement

3.4.4 Summary of annual site inspection of facility improvement measures.

3.5 Siemens will perform water meter testing on ¾", 1", 1.5" and 2" meters as one combined sample population as per Exhibit C of this Agreement.

3.6 Client's Responsibilities:

- Once a quarter, Client to provide Siemens an electronic report of zero read meters on a monthly basis sorted by address. Report can be emailed.
- Per section 5.7 of the Agreement, Client is responsible for shipping costs to the manufacture associated with any warranty claims.
- Per section 5.7 of the Agreement, Client is responsible for any meter or AMI repairs and replacements due to vandalism or damage caused by a third party other than Siemens.
- Client is responsible for keeping AMI and billing software up to date with accurate data related to any changes made to meter data or billing data associated with the water metering system.
- Within 30 days of the end of each annual period, Client to provide Siemens with Client's most recent water quality report.

Article 4: Scope of Services-Maintenance Services Program

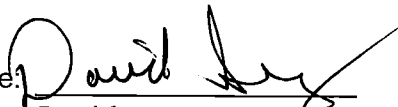
CLIENT has elected to self-implement maintenance. Therefore SIEMENS shall not perform any on-going maintenance services, although the Parties may negotiate a separate agreement for such services at a later date. CLIENT agrees that it will maintain the equipment per manufacturer specifications and that it will operate the Equipment in accordance with the Contracted Baseline described in Article 7 of Exhibit C. If CLIENT fails to properly maintain or operate the Equipment, SIEMENS shall have the right to modify the Performance Guarantee pursuant to Article 4 of the Agreement.

By signing below, this Exhibit A is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

Exhibit A - Scope of Work and Services
City of Weslaco, TX

CLIENT: City of Weslaco, TX

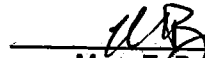
SIEMENS: Siemens Industry, Inc.

Signature: 
Printed Name: David Suarez
Title: MAYOR
Date: 11/21/17

Signature: 
Printed Name: Dana Soukup
Title: Sr. Vice President
Date: Field Operations, BT Americas

NAME: Peter Kamps
TITLE: Vice President
DATE: Finance & Business Administration

Approved By Legal


Marc E. Bouchard

Article 1: Payment for Scope of Work

- 1.1 **Price:** As full consideration of the Work as described in Exhibit A, Article 1: Scope of Work, the CLIENT shall pay to SIEMENS **\$7,446,877.00** (plus taxes, if applicable).
- 1.2 **Escrow:** The CLIENT has agreed to deposit the Price into an Escrow Account at a financial institution satisfactory to both the CLIENT and SIEMENS. All expenses to establish the Escrow Account shall be the complete responsibility of the CLIENT and the CLIENT will receive all interest earnings from the Escrow Account. SIEMENS will submit periodic invoices to the CLIENT based on the Payment Schedule in Table B.1 below. The CLIENT shall be responsible for submitting the necessary documents to the Escrow Agent to allow for timely disbursements from the Escrow Account. The funding of the Escrow Account in an amount equal to or greater than the Price stated in Article 1.1 above shall be a condition precedent to SIEMENS obligation to perform or to continue the performance of the Work. If the Escrow Account is not funded within 60 days of the execution of this Agreement, this Agreement shall be null and void. This 60 day funding period may be extended as mutually agreed in writing by the Parties. In the event that the Agreement becomes null and void as described in this paragraph and CLIENT has previously authorized SIEMENS to proceed with the Work, the CLIENT shall be obligated to reimburse SIEMENS either: (i) for the Work performed to date; or (ii) for the Work specifically authorized by the CLIENT.
- 1.3 **Timely Payments:** The CLIENT agrees to pay SIEMENS monthly pursuant to SIEMENS payment requests. The monthly payments shall be based upon the applicable percentage of work completed through the date indicated on SIEMENS' written payment request. Other than the Mobilization and Audit Payment set forth below, Table B.1 table represents an anticipated schedule of progress payments. CLIENT agrees to pay the Mobilization and Audit payment within 45 days of execution of this Agreement. CLIENT agrees to pay the remaining progress payments invoices submitted by SIEMENS per Article 8 of the Agreement.

Table B.1 – FIM Work Draft Payment Schedule

Project Phase	Payments (\$)	Payments (%)	Draft Schedule
Mobilization & Audit	\$ 372,343.85	5%	Month 1
Progress Payment #1	\$ 744,687.70	10%	Month 2
Progress Payment #2	\$ 744,687.70	10%	Month 3
Progress Payment #3	\$ 744,687.70	10%	Month 4
Progress Payment #4	\$ 1,117,031.55	15%	Month 5
Progress Payment #5	\$ 744,687.70	10%	Month 6
Progress Payment #6	\$ 744,687.70	10%	Month 7
Progress Payment #7	\$ 744,687.70	10%	Month 8
Progress Payment #8	\$ 372,343.85	5%	Month 9
Progress Payment #9	\$ 372,343.85	5%	Month 10
Progress Payment #10	\$ 372,343.85	5%	Month 11
Retainage & Final Payment	\$ 372,343.85	5%	End of Project
PROJECT TOTAL:	\$ 7,446,877.00	100%	

Article 1 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

Exhibit B – Payment Schedules
City of Weslaco, Texas

CLIENT: City of Weslaco, Texas

Signature: David Suarez
Printed Name: David Suarez
Title: MAYOR
Date: 11/21/17

SIEMENS: Siemens Industry, Inc.

Signature: Dana Soukup
Printed Name: Dana Soukup
Title: Sr. Vice President
Date: Field Operations, AT, Americas

Signature: Peter Kamps
Printed Name: Peter Kamps
Title: Vice President
Date: Finance & Business Administration

Article 2: Payment for Performance Assurance Services Program (PASP)

Price: As full consideration of the Services as described in Exhibit A, Article 3, the CLIENT shall pay to SIEMENS the amounts identified in Table B.2 plus taxes, if applicable, on the dates identified therein. Payments will be made annually during the first month of the PASP term.

Approved By Legal
Marc E. Boughard

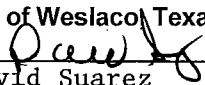
- 2.1 **Performance Assurance Services Program Term:** The term of the PASP shall commence on the Guarantee Date and shall extend for either: (a) the term of the Performance Guarantee Period where multi-year obligations are allowed; or (b) for twelve (12) month periods corresponding to the term of each Annual Period.
- 2.2 **Automatic Renewal:** Where the PASP term is limited to an Annual Period, the PASP shall automatically renew for successive Annual Periods beginning on the anniversary date of Guarantee Date. Either party may request to amend the PASP at the end of an Annual Period by giving the other party at least sixty (60) days prior written notice of such amendments and such amendment shall be mutually negotiated by the Parties and effective upon a written amendment signed by both Parties prior to commencement of the next Annual Period. Each automatic renewal shall be and remain subject to the terms and conditions of this Agreement. SIEMENS obligations under the Performance Guarantee are dependent upon and subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period.
- 2.3 **Termination:** See Section 4.7 of the Agreement.

Table B.2 – Performance Assurance Program Payment Schedule

Date	Annual Payments (\$)	Notes
Year 1	\$ 22,691.00	Year 1 Measurement & Verification
Year 2	\$ 23,372.00	Year 2 Measurement & Verification
Year 3	\$ 24,073.00	Year 3 Measurement & Verification
Year 4	\$ 25,291.00	Year 4 Measurement & Verification
Year 5	\$ 27,352.00	Year 5 Measurement & Verification
Year 6	\$ 29,581.00	Year 6 Measurement & Verification
Year 7	\$ 31,992.00	Year 7 Measurement & Verification
Year 8	\$ 34,600.00	Year 8 Measurement & Verification
Year 9	\$ 39,201.00	Year 9 Measurement & Verification
Year 10	\$ 44,415.00	Year 10 Measurement & Verification
Year 11	\$ 45,748.00	Year 11 Measurement & Verification
Year 12	\$ 49,475.00	Year 12 Measurement & Verification
Year 13	\$ 50,960.00	Year 13 Measurement & Verification
Year 14	\$ 55,113.00	Year 14 Measurement & Verification
Year 15	\$ 62,445.00	Year 15 Measurement & Verification

Exhibit B – Payment Schedules
City of Weslaco, Texas

Article 2 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: City of Weslaco, Texas
Signature: 
Printed Name: David Suarez
Title: MAYOR
Date: 11/21/17

SIEMENS: Siemens Industry, Inc.
Signature: 
Printed Name: Dana Soukup
Title: Sr. Vice President
Date: Field Operations, BT Americas

Signature: 
Printed Name: Peter Kamps
Title: Vice President
Date: Finance & Business Administration

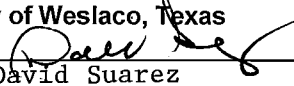
Approved By Legal


Marc E. Bouchard

Article 3: Payment for Maintenance Services Program (MSP)

- 3.1 **Not Applicable:** Per exhibit A, Article 4, a Maintenance Service Program, (MSP) is not included in the scope of this agreement. If the Parties later agree, SIEMENS may perform maintenance services for additional fees on a Time and Materials basis or as established in a separate maintenance agreement.

Article 3 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: City of Weslaco, Texas
Signature: 
Printed Name: David Suarez
Title: MAYOR
Date: 11/21/17

SIEMENS: Siemens Industry, Inc.
Signature: 
Printed Name: Dana Soukup
Title: Sr. Vice President
Date: Field Operations, BT Americas

Signature: 
Printed Name: Peter Kamps
Title: Vice President
Date: Finance & Business Administration

The following Articles and Tables are hereby included and made part of this Exhibit C:

Article 1: Summary of Articles and Total Guaranteed Savings

Article 1	Summary of Articles and Total Guaranteed Savings
Article 2	Measurement and Verification Options
Article 3	Performance Guarantee Period Responsibilities of CLIENT
Article 4	Measurement and Verification Plan
Article 5	Baseline Data
Article 6	Utility Rate Structures and Escalation Rates
Article 7	Contracted Baseline Data
Appendix 1	Baseline Meter Account List
Appendix 2	Baseline Meter Testing Data
Appendix 3	Consumption Analysis by Meter Size
Appendix 4	Rate Structures for Water and Sewer Services
Appendix 5	Product Specifications
Appendix 6	Water Quality Report
Appendix 7	Lighting Room by Room Counts
Appendix 8	Lighting Annual Operating Hours

SUPPLEMENTAL GLOSSARY:

In addition to the Glossary set forth in Article 2 of the Agreement, the following additional definitions shall apply to this Exhibit C

AMI System means Advanced Metering Infrastructure System.

AMR System – means Automatic Meter Reading System.

Baseline Period means the time period described in Article 5, Section 5.1 of this Exhibit C.

Baseline Consumption means water consumption by the CLIENT's water and sewer systems, in kgals, ccf or other, measured by the pre-existing metering system during the Baseline Period.

Adjusted Baseline Consumption means the Baseline Consumption that would have been measured, had the meters been 100% accurate.

Baseline Billable Usage means the Adjusted Baseline Consumption multiplied by the Baseline Meter Accuracy.

Measured Billable Usage means the Adjusted Baseline Consumption multiplied by the Measured Meter Accuracy.

Expected Billable Usage means the Adjusted Baseline Consumption multiplied by the Guaranteed Meter Accuracy.

Tested Baseline Meter Accuracy is the pre-retrofit measured accuracy of the existing meter, not including any accuracy degradation over time.

Baseline Meter Accuracy is the Tested Baseline Meter Accuracy of the existing meters including accuracy degradation over time, as defined in Table 5.7 of this Exhibit.

Guaranteed Meter Accuracy is the expected accuracy of the meters installed with the new AMI/AMR System.

Measured Meter Accuracy is the post-retrofit measured accuracy of the meters installed with the new AMI/AMR System, as defined in Article 4 of this Exhibit.

Measured Usage Increase (volume) means the additional billable volume of water metered from the CLIENT's water distribution system, in volumetric units (kgals, ccf, or other), that will be calculated under the Measurement and Verification Plan for each year of the Performance Guarantee Period. The calculation will be based on the difference between the Baseline Billable Usage and the Measured Billable Usage. (For details, see Section 4.2.1 of this Exhibit C)

Measured Revenue Increase (\$) means the additional billable revenue, in dollars, that will be calculated under the Measurement and Verification Plan for each year of the Performance Guarantee Period. The calculation will be based on the Measured Usage Increase billed at the Contract Water Rates. (For details see Section 4.2.1 of this Exhibit C)

Expected Usage Increase (volume) means the additional billable volume metered through the CLIENT's water distribution systems, in kgals, ccf or other, that is expected to be metered as a result of the installation of the new AMI/AMR System. The calculation will be based on the difference between the Baseline Billable Usage and the Expected Billable Usage. (For details see Section 1.1 of this Exhibit C)

Expected Revenue Increase (\$) means the additional billable revenue, in dollars, that is expected to result from the Expected Usage Increase billed at the Contract Water Rates. (For details see Section 1.2 of this Exhibit C).

Contract Water Rates mean stipulated water and sewer rates during the Performance Guarantee Period. The Contract Water Rates for each year of the Performance Guarantee Period are shown in Table 6.1.

- 1.1 Table 1.1 shows the CLIENT'S Expected Usage Increase for each year of the Performance Guarantee Period. While actual consumption may vary in each Performance Guarantee Period, the Expected Usage Increase is calculated based on Adjusted Baseline Consumption and the expectation that the new replacement meters under this Agreement will be accurate as guaranteed. Guaranteed Meter Accuracy of the meters during each year of the Performance Guarantee Period is shown in Table 1.1, Col. 2.

Table 1.1 – Meter Accuracy Guarantee and Expected Usage Increase (Volume) along with Guaranteed Energy Units

Performance Guarantee Period	Guaranteed Meter Accuracy	Expected Usage Increase (volume) (Gals)	Electric Energy Saved (kWh)
Annual Period 1	98.5%	3,466,106	841,183
Annual Period 2	98.5%	3,585,627	841,183
Annual Period 3	98.5%	3,705,148	841,183
Annual Period 4	98.5%	3,824,669	841,183
Annual Period 5	98.5%	3,944,190	841,183
Annual Period 6	98.5%	4,063,711	841,183
Annual Period 7	98.5%	4,183,232	841,183
Annual Period 8	98.5%	4,302,753	841,183
Annual Period 9	98.5%	4,422,274	841,183
Annual Period 10	98.5%	4,541,794	841,183
Annual Period 11	98.5%	4,661,315	841,183
Annual Period 12	98.5%	4,780,836	841,183
Annual Period 13	98.5%	4,900,357	841,183
Annual Period 14	98.5%	5,019,878	841,183
Annual Period 15	98.5%	5,139,399	841,183
TOTAL	98.5%	64,541,290	12,617,745

Table 1.2 shows the Expected Revenue Increase in dollars for each year of the Performance Guarantee Period. These values are calculated by multiplying the Expected Usage Increase shown in Table 1.1 by the Contract Water Rates (see Table 6.1, including the stipulated Escalation Rates found in that Table).

- 1.2 Table 1.2 shows the CLIENT'S Operational Savings. The basis and methods of determining Operational Savings are described in detail in the Article 4.

Table 1.2 – Total Guaranteed Expected Revenue Increase and Guaranteed Energy and Operational Savings

Year	Expected Revenue Increase (\$)	Energy/Utility Savings (\$)	Operational Savings (\$)	Total Savings (\$)
1	\$899,619	\$73,512	\$9,405	\$982,536
2	\$930,641	\$73,512	\$9,687	\$1,013,840
3	\$961,662	\$73,512	\$9,978	\$1,045,152
4	\$992,683	\$73,512	\$10,277	\$1,076,472
5	\$1,023,705	\$73,512	\$10,585	\$1,107,802
6	\$1,054,726	\$75,717	\$10,903	\$1,141,346

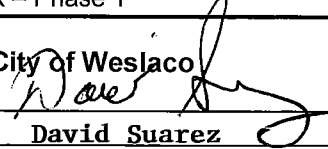
Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

7	\$1,085,747	\$77,989	\$11,230	\$1,174,966
8	\$1,284,752	\$80,329	\$11,567	\$1,376,648
9	\$1,320,440	\$82,738	\$11,914	\$1,415,092
10	\$1,356,128	\$85,221	\$12,271	\$1,453,620
11	\$1,391,815	\$87,777	\$12,640	\$1,492,232
12	\$1,427,503	\$90,410	\$13,019	\$1,530,932
13	\$1,463,190	\$93,123	\$13,409	\$1,569,722
14	\$1,498,878	\$95,916	\$13,812	\$1,608,606
15	\$1,534,565	\$98,794	\$14,226	\$1,647,585
TOTALS	\$18,226,054	\$1,235,575	\$174,923	\$19,636,552

- 1.3 SIEMENS cannot and does not predict fluctuations in water and sewer rates. Therefore, the CLIENT and SIEMENS agree that the Expected Revenue Increase for each Annual Period will be calculated by multiplying the Expected Usage Increase, in kgals, ccf or other, by the Annual Period's stipulated water and sewer rates, including Escalation Rates shown in Table 6.1, and not the Annual Period's actual water and sewer rates.
- 1.4 SIEMENS GUARANTEES THE ACCURACY OF THE WATER METERS. THE GUARANTEED ACCURACIES ARE SHOWN IN TABLE 1.1. NOTHING HEREIN SHALL BE CONSTRUED AS A GUARANTEE THAT THE INCREASE IN ACCURACY OF THE WATER METERS WILL RESULT IN AN INCREASE IN THE CLIENT'S ACTUAL WATER REVENUES. Increased meter accuracy will enable the CLIENT to bill for water and sewer consumption which would otherwise not have been measured. However, actual revenues derived from metered water and sewer consumption depend on several variables which are not within SIEMENS' control, including variations in actual water and sewer rates, variations in overall consumption by the clients of the CLIENT, and weather conditions.
- 1.5 For the water meters installed under this contract, the determination of the annual weighted average accuracy of the test sample will follow current best practices, in accordance with IPMVP (International Performance Measurement & Verification Protocol) and as proscribed by FEMP (Federal Energy Management Program) Guidelines and the AWWA Manual of Practice M6, unless otherwise agreed by the Parties. For meter types not addressed by the AWWA standards, the AWWA testing guidelines for positive displacement meters will be used.

By signing below, this Exhibit C, comprised of 43 pages plus Appendices, is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

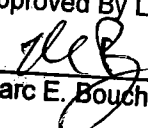
Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

CLIENT: City of Weslaco
Signature: 
Title: MAYOR
Date: 11/21/17

SIEMENS: Siemens Industry, Inc.
Signature: 
Printed Name: _____
Title: Peter Kamps
Vice President
Date: Finance & Business Administration

NAME: 
TITLE: Dana Soukup
Sr. Vice President
DATE: Field Operations, BT Ame

Approved By Legal


Marc E. Bouchard

Article 2: Measurement and Verification Options

- 2.1 Measurement and Verification (“M&V”) Options: There are five options to measure and verify energy/utility Savings: Option A - Retrofit Isolation: Key Parameter Measurement; Option B - Retrofit Isolation: All Parameter Measurement; Option C - Whole Facility; Option D – Calibrated Simulation; and Option E - Stipulated. Options A through D are part of the IPMVP. Option E-Stipulated is based on industry-accepted engineering standards and is the Option used for calculating Operational Savings.

Option A - Retrofit Isolation: Key Parameter Measurement. Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the Facility Improvement Measures (FIMs) affected system(s) and/or the success of the Project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required. The plausible savings error arising from estimation rather than measurement is evaluated. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option B – Retrofit Isolation: All Parameter Measurement. Savings are determined by field measurement of the energy use of the FIM-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option C - Whole Facility: Savings are determined by measuring energy use at the whole Facility or sub-Facility level. Continuous measurements of the entire Facility's energy use are taken throughout the reporting period. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option D - Calibrated Simulation: Savings are determined through simulation of the energy use of the whole Facility, or of a sub-Facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the Facility. This Option usually requires considerable skill in calibrated simulation. If applicable, the predetermined schedule for data collection, evaluation, and reporting is defined in Exhibit A, Article 3-Performance Assurance Services Program.

Option E – Stipulated: Savings are established through mutual agreement of the CLIENT and SIEMENS. This option is the method of measurement and verification applicable to FIMS consisting either of Operational Savings or where the end use capacity or operational efficiency; demand, energy consumption or power level; or manufacturer's measurements, industry standard efficiencies or operating hours are known in advance, and used in a calculation or analysis method that will stipulate the outcome. Both CLIENT and SIEMENS agree to the stipulated inputs and outcome(s) of the analysis methodology. Based on the established analytical methodology the Savings stipulated will be achieved upon completion of the FIM and no further

measurements or calculations will be performed during the Performance Guarantee Period. If applicable, the methodology and calculations to establish Savings value will be defined in Section 4.6 of this Exhibit C.

2.2 Table 2.1 below summarizes the first Annual Period's Expected Revenue Increase based on Guaranteed Meter Accuracy (See Article 1, Tables 1.1 and 1.2) using the applicable Measurement and Verification Options.

Table 2.1 – Expected Revenue Increase and Operational Savings for First Annual Period by Option

FIM	Energy/Utility Savings \$						Operational Savings \$	Total Savings \$
	Measurement and Verification Options						E Stipulated	
	A Retrofit Isolation: Key Parameter Measurement	B Retrofit Isolation: All Parameter Measurement	C Whole Facility	D Calibrated Simulation	E Stipulated	Total Energy/Utility Savings		
Water Meters/AMI	\$899,619	\$0	\$0	\$0	\$0	\$899,619	\$0	\$899,619
HVAC Armor	\$6,354	\$0	\$0	\$0	\$0	\$6,354	\$875	\$7,229
HVAC Replacements	\$3,961	\$0	\$0	\$0	\$0	\$3,961	\$1,250	\$5,211
Lighting	\$49,338	\$0	\$0	\$0	\$0	\$49,338	\$6,380	\$55,718
Traffic Signals	\$13,859	\$0	\$0	\$0	\$0	\$13,859	\$900	\$14,759
TOTAL		\$0	\$0	\$0	\$0	\$973,131	\$9,405	\$982,536

2.3 Table 2.2 identifies the source of Operational Savings defined and quantified by both SIEMENS and the CLIENT. SIEMENS and the CLIENT agree that such amounts are Stipulated Savings, and that they have been based on the CLIENTS affirmation. **OPERATIONAL SAVINGS SHALL NOT BE MEASURED OR MONITORED DURING THE PERFORMANCE GUARANTEE PERIOD.**

Table 2.2 - Source of Operational Savings

FIM	Description	First Year Savings	# of Annual Periods Savings Are Applied	Annual Period Savings Begin
Water Meters/AMI	There are no operational savings for this FIM	\$0	15	1
HVAC Armor	O&M savings based on extended life of existing equipment and fewer maintenance service calls.	\$875	15	1
HVAC Replacements	O&M savings based on new equipment so City will not need to pay for parts or repairs that are covered under warranty.	\$1,250	15	1
Lighting	O&M savings based on new lights so City will not need to pay for material or replacements that are covered under warranty.	\$6,380	15	1
Traffic Signals	O&M savings based on new lights so City will not need to pay for material or replacements that are covered under warranty.	\$900	15	1

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

FIM	Description	First Year Savings	# of Annual Periods Savings Are Applied	Annual Period Savings Begin
Total		\$9,405	15	1

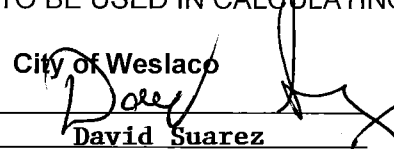
The Escalation Rate applicable to the Operational Savings is 3.0%

2.4 SIEMENS has explained to the CLIENT and the CLIENT has satisfied itself as to how Operational Savings are incorporated into the Annual Savings.

2.5 The Annual Escalation Rate applicable to the Operational Savings is 3%.

BY SIGNING BELOW, THE PARTIES CONFIRM THAT THEY HAVE REVIEWED THE INCLUDED MEASUREMENT AND VERIFICATION OPTIONS AND THEIR APPLICATION TO BE USED IN CALCULATING SAVINGS UNDER THE AGREEMENT.

CLIENT: City of Weslaco

Signature: 

Printed Name: David Suarez

Title: MAYOR

Date: 11/21/17

SIEMENS: Siemens Industry, Inc.

Signature: 

Printed Name: Dana Soukup

Title: Sr. Vice President

Date: Field Operations, BT Americas

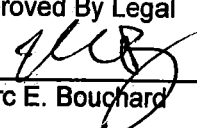
NAME: 

TITLE: Peter Kamps

Vice President

DATE: Finance & Business Administration

Approved By Legal


Marc E. Bouchard

Article 3: Performance Guarantee Period Responsibilities of the CLIENT

In addition to the CLIENT'S responsibilities under Article 6 of the Agreement, this Article details the responsibilities of the CLIENT in connection with the management and administration of the Performance Guarantee.

- 3.1 The CLIENT will provide a representative at each Facility to coordinate work and provide required data described below.
- 3.2 The CLIENT will provide SIEMENS with accurate operating information as defined below and in the Contracted Baseline Article 7 of this Exhibit C during each Annual Period, and/or within thirty (30) days of any Material Change that may increase or decrease water usage.
 - a) Annually provide monthly database records of meter information including but not limited to meter install date, accumulated consumption per meter, monthly water consumption per meter, meter size, meter serial number and address. This information shall be used for the sole purposes of this Agreement. This information must be provided within thirty (30) days of the end of each Annual Period.
 - b) Annually provide a list of any meter or register change-outs that have been made in that year, including the old register reading (total volume of water through the meter) at the time of the change-out. This information will be used for warranty tracking.
 - c) Annually provide accumulated consumption per meter, meter serial number, and meter address one hundred twenty (120) days prior to the end of the Annual Period.
 - d) If requested by SIEMENS, annually provide copies of all water and sewer rate schedules used for billing during the previous 12 month period if changed from the previous year.
 - e) If requested by SIEMENS, annually provide monthly purchased, pumped, and/or distributed water volumes from the water plant records.
 - f) If requested by SIEMENS, annually provide the most recent copy of the Water Quality Report for all water produced and used by the metering system.
- 3.3 CLIENT will assist with the meter testing including:
 - Providing a electronic database in Microsoft Excel or 'csv' format of all meters installed in the system,
 - Providing access, notification and scheduling of test meter replacements
- 3.4 CLIENT will provide SIEMENS with access to the AMI/AMR Meter Data Management System on a quarterly basis for the first year of the contract and meet with SIEMENS representatives to review the operation of the system when SIEMENS deems necessary.
- 3.5 CLIENT must maintain water quality at or above the levels in the attached Appendix 6 Water Quality Report for each year of the M&V period. If a meter shows evidence of poor water quality or debris as determined by a third party laboratory, the accuracy guarantee for that meter will be void. The accuracy results for this meter will be removed from the sample and the weighted average accuracy for the sample will be recalculated. Additional testing may be required

to obtain the appropriate sample size per AWWA and FEMP guidelines. It will be the responsibility of the CLIENT to correct the water quality and/or debris issue.

- 3.6 CLIENT shall ensure all replacement lamps and ballast meet or exceed product efficiency specifications of original installed equipment. CLIENT is responsible for providing labor for replacing lamps, ballasts, and fixtures during the warranty period and after the Construction Period. Materials will be covered under warranty as described in the lighting operational and maintenance manuals. CLIENT will be responsible for all labor and material after the warranty period expires.
- 3.7 CLIENT to provide SIEMENS an electronic report of 'zero read' meters on a monthly basis sorted by address. This report can be emailed to SIEMENS performance assurance staff directly from AMI system.
- 3.8 CLIENT is responsible for shipping costs to the meter manufacture for any meters associated with a warranty claim.
- 3.9 CLIENT is responsible for any meter or AMI repairs and replacements due to vandalism or damage caused by a third party other than SIEMENS.
- 3.10 CLIENT is responsible for keeping AMI and billing software up to date with accurate data related to any changes made to meter data or billing data associated with the water metering system.

Article 4: Measurement and Verification Plan

The following information is applicable to this Agreement:

- Article 4.1 General Overview
- Article 4.2 Option A - Retrofit Isolation: Key Parameter Measurement
- Article 4.3 Option B - Retrofit Isolation: All Parameter Measurement
- Article 4.4 Option C - Whole Facility
- Article 4.5 Option D - Calibrated Simulation
- Article 4.6 Option E – Stipulated-Energy/Utility Savings

4.1 General Overview –

The purpose of the Measurement and Verification (M&V) Plan is to identify the methods, measurements, procedures and tools that will be used to verify the Savings for each FIM which has energy/utility Savings. Savings are determined by comparing prior usage, consumption or efficiencies (defined as the “Baseline”) against the post-FIM implementation usage, consumption or efficiencies. The Baseline usage, consumption or efficiencies are described in this Exhibit C, Article 5. The post-FIM implementation usage, consumption or efficiencies is defined as the Contracted Baseline and are described in this Exhibit C, Article 7.

4.2 Option A - Retrofit Isolation: Key Parameter Measurement

4.2.1 Meter Replacements

The Performance Guarantee applicable to this FIM and to the M&V process for this FIM is an accuracy guarantee for the new meters. A new, residential water meter will mechanically wear in response to two primary factors: the amount of cumulative water and age. Meters with greater amounts of cumulative water measured at any given time are likely to be less accurate than meters with lower accumulated reading due to increased wear accompanying the increased amount of measured water. Age and water quality are also contributing factors in meter accuracy.

Meter testing will be performed on a sampling of residential meters to confirm that the installed meters maintain the guaranteed level of accuracy, as provided in the Guaranteed Meter Accuracy Table 1.1 and Table 7.2 – Guaranteed Meter Accuracy. Measured Meter Accuracy will be determined based on a sample population of the installed meters according to AWWA and FEMP guidelines and as described below.

Annually, throughout the Performance Guarantee Period, the CLIENT will provide a list of baseline meters in electronic format (csv or xls).

Testing will occur annually during the Performance Guarantee Periods annually, at which time SIEMENS will remove, replace and test a sample of these meters for accuracy.

The accuracy tests will be based on AWWA standards for testing residential water meters per AWWA Manual M6. For meters types not addressed by the AWWA testing standards, AWWA testing guidelines for positive displacement meters will be followed. The formulation for that testing is as follows:

For a true test of a water meter at all flow rates, AWWA standards recommend first testing low, medium, and high flow rates and then calculating the aggregate meter accuracy by weighted formula. The three test points (High, Med, and Low flow) are weighted 15%, 70%, and 15%. The formula for meter accuracy is as follow:

$$\begin{aligned} & (15\% \times \text{Measured Meter Accuracy @ High flow}) \\ & + (70\% \times \text{Measured Meter Accuracy @ Medium flow}) \\ & + (15\% \times \text{Measured Meter Accuracy @ Low flow}) \\ & \text{Average Weighted Accuracy of the Meter*} \end{aligned}$$

(*reference: AWWA Meter Manual M6, Fourth Edition; pg 60, "Meter Testing")

The tested meters will be subsequently returned to the CLIENT for use as future maintenance replacements, reactivations, or for new customer accounts if the tested condition is within acceptable meter performance parameters as determined by SIEMENS. The meters that do not pass the accuracy test, nor have evidence of scoring, and do not have cumulative flows in excess of the meter manufacturer's warranty will be returned to the manufacturer for repair under warranty and then returned to the CLIENT's inventory.

The sample size for Measured Meter Accuracy will consider the 5/8", 1", 1.5" and 2" meters as one aggregated population and will be determined based on FEMP guidelines for sample size determination using a minimum confidence and precision of 80% and 20%, respectively, with the overall population sample size not to exceed 11 meters. Each sample meter will be selected using a random number generator that arbitrarily selects accounts from the Baseline meter account list.

In the event that the Measured Meter Accuracy is below the Guaranteed Meter Accuracy, SIEMENS will conduct a review of the test data.

If further analysis of the failed meters show signs of scoring from particles or debris or accumulation of deposits as determined by third party laboratory, then the tests results for those meters will be removed from the average and the CLIENT will be responsible for replacements of the affected meters. If the meters fail due to volumes in excess of the manufacturer's warranty limits, the test results will be removed from the average and the CLIENT will be responsible for meter replacement.

If, after these meters have been removed from the average, the average tested meter accuracy of the first round of testing is below the Guaranteed Meter Accuracy as defined in Table 7.2 – Guaranteed Meter Accuracy, then at SIEMENS' expense, an additional round of testing may be conducted.

If the additional testing is performed and SIEMENS determines that the results do not prove to be equal or greater than the Guaranteed Meter Accuracy, SIEMENS may discontinue the testing and accept the financial responsibility as calculated in the reconciliation M&V report.

The calculation of Measured Revenue Increase will be based on the Adjusted Baseline Consumption and Contract Water Rates and will be the difference between the Measured Revenue Increase (see Article 4, Section 4.2.2) and the Expected Usage

Increase (see Article 1, Table 1.1) for the relevant Annual Period. For the meters that tested below the manufacturers warranted accuracy range, SIEMENS will assist CLIENT with obtaining replacement meters through the warranty process with the meter manufacturer.

Calculation of Measured Usage Increase

The Adjusted Baseline Consumption is the water that would have been measured by the existing meters during the baseline year, had the meters been 100% accurate. It is calculated by dividing the Baseline Consumption by the Tested Baseline Meter Accuracy.

Example Calculation of Adjusted Baseline Consumption

Baseline Consumption = 90,000 kgals
Tested Actual Meter Accuracy = 90%
Adjusted Baseline Consumption = $90,000 \text{ kgals} / 90\% = 100,000 \text{ kgals}$

The Measured Usage Increase for each Annual Period will be calculated as the difference between the Baseline Billable Usage and the Measured Billable Usage. Baseline Billable Usage is calculated by multiplying the Adjusted Baseline Consumption by the Baseline Meter Accuracy as shown in Table 5.7.

Example Calculation of Baseline Billable Usage:

Adjusted Baseline Consumption = 100,000 kgals
Baseline Meter Accuracy – Year 1 = 90%
Baseline Billable Usage – Year 1 = $100,000 \times 0.90 = 90,000 \text{ kgals}$

Measured Billable Usage will be calculated by multiplying the Adjusted Baseline Consumption by the average tested meter accuracy for that Performance Period (i.e., Measured Meter Accuracy).

Example Calculation of Measured Billable Usage

Adjusted Baseline Consumption = 100,000 kgals
Average Tested Meter Accuracy – Year 1 = 99%
Measured Water with New Meters – Year 1 = $100,000 \times 0.99 = 99,000 \text{ kgals}$

The Measured Usage Increase for an Annual Period is the difference between the Baseline Billable Usage and the Measured Billable Usage for the same Annual Period. In the example above, the Measured Usage Increase Volume is 9,000 kgals.

Example Calculation for Measured Usage Increase

Baseline Billable Usage – Year 1 = $100,000 \text{ kgal} \times 90\% = 90,000 \text{ kgal}$
Measured Billable Usage – Year 1 = $100,000 \text{ kgal} \times 99\% = 99,000 \text{ kgal}$
Measured Usage Increase = $99,000 \text{ kgal} - 90,000 \text{ kgal} = 9,000 \text{ kgal}$

The Measured Revenue Increase for an Annual Period is calculated by multiplying the Measured Usage Increase by the Contract Water Rate for that Annual Period.

Example Calculation of Measured Revenue Increase:

Contract Water Rate – Year 1 (\$/kgal) = \$5.00 \$/kgal
Measured Revenue Increase = 9,000 kgal x \$5/kgal = \$45,000

Typically, sewer charges are included in the Contract Water Rates and are directly calculated based on water usage. Where applicable, any sewerage revenue associated with the Measured Billable Usage Increase Revenue will be included in the calculation.

4.2.2 HVAC Armor

Location(s): Terminal, Customs Building, Public Works/PFA Building, Fire Station #2, City Hall, Parks Office, Weslaco Service Center, Tower Theatre, Library Annex, Library, Mayor Eugene Braught Theatre, Police Substation, Fire Administration Bldg, Water Treatment Plant

Overview:

This FIM increases the efficiency of the condensing units by cleaning the condenser coils and applying a corrosion inhibiting coil coating that also increases heat transfer. A reduction in condensing unit power draw will result in improved operating efficiency and reduced energy consumption.

Energy savings are determined by measuring Baseline and post-installation condenser unit demand (kW) and calculating consumption savings (kWh). Measured condenser kW will be used to determine the improvement in the unit's efficiency (EER). Pre and post wattage of the condenser will be measured at time of installation to confirm the engineering savings calculations. These units are heat pumps and run all months of the year. The estimated annual run times are listed in Article 5.

Changes in facility use due to new construction, extended or contracted operating schedules, occupancy, or changes in functionality will change energy consumption and require adjustments to the usage predicted by the Baseline models. The Annual Performance Assurance Report will document changes in conditions that may affect Savings persistence.

CLIENT shall ensure units are properly maintained according to the manufacturer's recommendation. CLIENT will be responsible for all labor and material after the warranty period expires.

Pre-Retrofit Measurement\Calculations:

$kW_{Pre, CO}$ = Pre-retrofit electric demand of the condenser measured one-time during installation

$$EER_{pre} = Tons_{pre} * 12,000 \text{ BTU/Ton} / (kW_{Pre, CO} + kW_E + kW_{CP}) / 1,000 \text{ kW/MW}$$

$$\text{kWh}_{\text{pre}} = \text{Tons}_{\text{pre}} * \text{EFLH}_{\text{pre}} * 12,000 \text{ BTU/Ton} / (\text{EER}_{\text{pre}} * 1,000 \text{ kW}_{\text{MW}})$$

Where:

Tons_{pre} = Pre-retrofit manufacturer's net cooling capacity of the unit, per Table 4.2.4.1

EFLH_{pre} = Pre-retrofit annual equivalent full load hours of operation for the unit, per Table 4.2.4.1

EER_{pre} = Pre-retrofit manufacturer's efficiency rating of the unit

Table 4.2.4.1 – Pre-retrofit Operating Parameters

Building	EFLH	Net Cooling Capacity	Condenser Fan	Evap Fan	Compressor
	Hours/yr	Tons	kW _{Pre, CO}	kW _E	kW _{CP}
Terminal	3,697	7.63	Measured	1.13	7.23
Customs Building	3,721	3.03	Measured	0.45	2.93
Customs Building	3,715	3.04	Measured	0.45	2.92
Customs Building	3,721	3.03	Measured	0.45	2.93
PFA Bldg	3,727	20.19	Measured	3.00	19.62
PFA Bldg	3,673	12.80	Measured	1.88	11.88
PFA Bldg	3,734	4.03	Measured	0.60	3.94
PFA Bldg	3,727	5.05	Measured	0.75	4.90
Fire Station #2	3,715	4.05	Measured	0.60	3.90
Fire Station #2	3,715	5.06	Measured	0.75	4.87
Fire Station #2	3,755	3.01	Measured	0.45	2.99
City Hall	3,715	2.53	Measured	0.38	2.44
City Hall	3,715	2.53	Measured	0.38	2.44
City Hall	3,715	3.04	Measured	0.45	2.92
Office	3,800	3.47	Measured	0.53	3.57
Service Center	3,740	2.01	Measured	0.30	1.98
Service Center	3,715	5.06	Measured	0.75	4.87
Service Center	3,715	5.06	Measured	0.75	4.87
Tower Theater	3,691	5.10	Measured	0.75	4.80
Library Annex	3,715	5.06	Measured	0.75	4.87
Library Annex	3,697	4.07	Measured	0.60	3.86
Library	3,715	8.10	Measured	1.20	7.79
Library	3,715	6.08	Measured	0.90	5.85
Library	3,715	8.10	Measured	1.20	7.79
Library	3,715	6.08	Measured	0.90	5.85
Library	3,703	5.08	Measured	0.75	4.84
Library	3,703	5.08	Measured	0.75	4.84
Library	3,703	5.08	Measured	0.75	4.84

Library	3,703	5.08	Measured	0.75	4.84
Library	3,715	2.03	Measured	0.30	1.95
Mayor Eugene Braught Theater	3,691	7.64	Measured	1.13	7.20
Mayor Eugene Braught Theater	3,740	7.54	Measured	1.13	7.41
Mayor Eugene Braught Theater	3,740	7.04	Measured	1.05	6.92
Police Substation	3,715	4.05	Measured	0.60	3.90
Police Substation	3,715	5.06	Measured	0.75	4.87
Fire Administration Building	3,673	7.68	Measured	1.13	7.13
Water Treatment Plant	3,762	3.04	Measured	0.45	2.92
Water Treatment Plant	3,762	7.63	Measured	1.13	7.20
Water Treatment Plant	3,762	7.63	Measured	1.13	7.20
Water Treatment Plant	3,762	10.20	Measured	1.54	9.84
Water Treatment Plant	3,762	10.20	Measured	1.54	9.84

Post-Retrofit Measurement/Calculations:

$kW_{Post, CO}$ = Post-retrofit electric demand of the condenser measured one-time during installation

$$EER_{post} = Tons_{post} * 12,000 \text{ BTU/Ton} / (kW_{Post, CO} + kW_E + kW_{CP}) / 1,000 \text{ kW/MW}$$

$$kWh_{post} = Tons_{post} * EFLH_{post} * 12,000 \text{ BTU/Ton} / (EER_{post} * 1,000 \text{ kW/MW})$$

Where:

$Tons_{post}$ = Post-retrofit manufacturer's net cooling capacity of the unit, per Table 4.2.4.2

$EFLH_{post}$ = Post-retrofit annual equivalent full load hours of operation for the unit, per Table 4.2.4.2

EER_{post} = Post-retrofit manufacturer's efficiency rating of the unit

Table 4.2.4.2 – Post-retrofit Operating Parameters

Building	EFLH	Net Cooling Capacity	Condenser Fan	Evap Fan	Compressor
	Hours/yr	Tons	$kW_{Post, CO}$	kW_E	kW_{CP}
Terminal	3,583	7.87	Measured	1.13	7.23
Customs Building	3,605	3.13	Measured	0.45	2.93
Customs Building	3,600	3.14	Measured	0.45	2.92
Customs Building	3,605	3.13	Measured	0.45	2.93
PFA Bldg	3,611	20.84	Measured	3.00	19.62
PFA Bldg	3,561	13.21	Measured	1.88	11.88
PFA Bldg	3,616	4.16	Measured	0.60	3.94
PFA Bldg	3,611	5.21	Measured	0.75	4.90
Fire Station #2	3,600	4.18	Measured	0.60	3.90
Fire Station #2	3,600	5.23	Measured	0.75	4.87

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

Fire Station #2	3,635	3.10	Measured	0.45	2.99
City Hall	3,600	2.61	Measured	0.38	2.44
City Hall	3,600	2.61	Measured	0.38	2.44
City Hall	3,600	3.14	Measured	0.45	2.92
Office	3,677	3.58	Measured	0.53	3.57
Service Center	3,622	2.08	Measured	0.30	1.98
Service Center	3,600	5.23	Measured	0.75	4.87
Service Center	3,600	5.23	Measured	0.75	4.87
Tower Theater	3,577	5.26	Measured	0.75	4.80
Library Annex	3,600	5.23	Measured	0.75	4.87
Library Annex	3,583	4.20	Measured	0.60	3.86
Library	3,600	8.36	Measured	1.20	7.79
Library	3,600	6.27	Measured	0.90	5.85
Library	3,600	8.36	Measured	1.20	7.79
Library	3,600	6.27	Measured	0.90	5.85
Library	3,589	5.24	Measured	0.75	4.84
Library	3,589	5.24	Measured	0.75	4.84
Library	3,589	5.24	Measured	0.75	4.84
Library	3,589	5.24	Measured	0.75	4.84
Library	3,600	2.09	Measured	0.30	1.95
Mayor Eugene Braught Theater	3,577	7.89	Measured	1.13	7.20
Mayor Eugene Braught Theater	3,622	7.79	Measured	1.13	7.41
Mayor Eugene Braught Theater	3,622	7.27	Measured	1.05	6.92
Police Substation	3,600	4.18	Measured	0.60	3.90
Police Substation	3,600	5.23	Measured	0.75	4.87
Fire Administration Building	3,561	7.92	Measured	1.13	7.13
Water Treatment Plant	3,600	3.14	Measured	0.45	2.73
Water Treatment Plant	3,577	7.89	Measured	1.13	6.72
Water Treatment Plant	3,583	7.87	Measured	1.13	6.75
Water Treatment Plant	3,489	10.80	Measured	1.50	9.20
Water Treatment Plant	3,489	10.78	Measured	1.54	9.18

Savings Calculations:

Energy Savings (kWh/yr):

$$\text{kWh}_S = \text{kWh}_{\text{pre}} - \text{kWh}_{\text{post}}$$

Where:

$$\text{kWh}_S = \text{Total annual electric savings (kWh/yr)}$$

Cost Savings (\$/yr):

$$\$_S = \text{kWh}_S * \$/\text{kWh}$$

Where:

$$\$_S = \text{Total annual cost savings}$$

\$/kWh = blended unit price for electricity at each location as per Article 6 of this Exhibit C

4.2.3 HVAC Replacements

Location(s): Public Works/PFA Building, Fire Station #3, City Hall, Parks Office, Weslaco Service Center, Tower Theatre, Fire Marshal Office, Office Building at Tower Theatre, Fire Administration Bldg

Overview:

Replacement of the existing HVAC units with new high efficiency units will reduce electrical consumption. Verification of the electric savings will be based on the HVAC units' post-retrofit efficiency as stated by the equipment manufacturer.

Changes in Facility use due to new construction, extended or contracted operating schedules, occupancy, or changes in functionality, will change energy consumption and require adjustments to the pre-retrofit Baseline models. The Annual Performance Assurance Report will document changes in conditions that may affect Savings persistence.

Pre-Retrofit Measurement\Calculations:

$$\text{kWh}_{\text{pre}} = \text{Hours} * \text{Tons} * (12,000^{\text{BTU}}_{\text{Ton}} / (\text{SEER} * 1,000^{\text{W}}_{\text{kW}}))$$

Where:

kWh_{pre} = Pre-retrofit energy consumption of existing HVAC units, per Table 4.2.5.1

Hours = annual operating hours, per Table 4.2.5.1

Tons = cooling unit output from manufacturer data (Tons), per Table 4.2.5.1

SEER_{pre} = Seasonal efficiency of the existing HVAC equipment

Table 4.2.5.1 – Pre-retrofit Operating Parameters

Building Description	Annual Operating Hours (Hours)	Size (Tons)	Seasonal Efficiency (SEER _{pre})	Pre-Retrofit Electric Consumption (kWh _{pre})
PFA Bldg	3,918	2.5	10	11,754
Fire Station #3	3,795	4	10	18,216
City Hall	4,167	3	12	12,501
Office	3,008	3	10	10,829
Service Center	4,518	7.5	11	36,965
Tower Theater	4,518	4	10	21,686
Fire Marshal Office	3,008	7.5	10	27,072
Fire Marshal Office	3,008	2.5	10	9,024
Fire Marshal Office	3,008	5	10	18,048
Office Building @ Tower Theater	3,008	3.5	10	12,634
Fire Administration Building	3,008	7.5	10	27,072

Post-Retrofit Measurement\Calculations:

$$\text{kWh}_{\text{post}} = \text{Hours} * \text{Tons} * (12,000^{\text{BTU}}_{\text{Ton}} / (\text{SEER}_{\text{Post}} * 1,000^{\text{W}}_{\text{kW}}))$$

Where:

kWh_{post} = Post-retrofit energy consumption of existing HVAC units (kWh/yr)

$SEER_{post}$ = Post-retrofit Seasonal efficiency verified through manufacturer's specification of installed HVAC equipment

Savings Calculations:

Energy Savings (kWh/yr):

$$kWh_S = kWh_{pre} - kWh_{post}$$

Where:

kWh_S = Total annual electric savings (kWh/yr)

Cost Savings (\$/yr):

$$\$_S = kWh_S * \$/kWh$$

Where:

$\$_S$ = Total annual cost savings

$\$/kWh$ = blended unit price for electricity at each location as per Article 6 of this Exhibit C

4.2.4 Lighting LED Efficiency Improvement

Location(s): Airport, Animal Shelter, Mayor Eugene Braught Theatre, City Hall, Fire Administration Bldg, Fire Station #2, Fire Station #3, Library, Library Annex, Valley Nature Center, Public Parking Garage, City Hall, Parks (102 W. 18th St), Parks (1206 E. 6th St), Parks (300 N. Airport Drive), Parks (Harlon Block Park), Parks 201 S. Border Ave), Parks (400 Hidalgo St), Public Works, Wasterwater Treatment North, Waste Water Treatment Plant

Overview:

SIEMENS will retrofit the existing fixtures, lamps, and/or ballasts with more energy-efficient fixtures, lamps, and/or ballasts. SIEMENS will also install occupancy sensor controls in selected locations as per Appendix 7. Verification of electric energy Savings (kWh) achieved by the lighting retrofit shall be based upon a one-time measurement of the lighting power capacity under existing conditions, a one-time measurement of the lighting power capacity upon completion of the lighting retrofit project and agreed-upon annual operating hours. Spot wattage measurements of a random sample of baseline and post-installation fixture types or fixture circuits will be used to establish demand. Sample size for wattage measurements will be determined based on FEMP guidelines for sample size determination, with overall population sample size not to exceed 10% of the retrofit population.

Pre-Retrofit Measurement\Calculations:

$kWh_{pre} = (kW_{pre} * Quantity_{pre} * AOHours_{pre})_{\text{fixture type "n"}}$, summed across all fixture types = pre-retrofit annual electric consumption (kWh/yr)

Where:

kW_{pre} = Average instantaneous kW based on measurement of a random sample of existing lighting-fixture types

$Quantity_{pre}$ = Count of each fixture-type based on as-built survey

$AOHours_{pre}$ = Pre-Retrofit Annual Operating Hours, stipulated per Appendix 8

Post-Retrofit Measurement\Calculations:

$kWh_{post} = (kW_{post} * Quantity_{post} * AOHours_{post})_{\text{fixture type "n"}}$, summed across all fixture types = post-retrofit annual kWh

Where:

kW_{post} = Average instantaneous kW based on measurement of a random sample of the installed/retrofitted lighting-fixture types

$Quantity_{post}$ = Count of each fixture-type based on as-built survey

$AOHours_{post}$ = Post-Retrofit Annual Operating Hours, stipulated per Appendix 8

Savings Calculations:

Electric Savings (kWh/yr):

$kWh_S = kWh_{pre} - kWh_{post}$

Where:

kWh_S = annual post-retrofit kilowatt-hour savings from lighting retrofit

Cost Savings (\$/yr):

$\$S = kWh_S * \$/kWh_x$

Where:

$\$/kWh$ = blended unit price for electricity at each location as per Article 6 of this Exhibit C

$\$S$ = Total annual cost savings

4.2.5 Traffic Signals

Location(s): City Wide

Overview:

SIEMENS will retrofit the existing traffic signal light fixtures with more energy-efficient LED lighting fixtures. Verification of electric energy Savings (kWh) will be achieved by one-time calculation of energy reduction using manufacturer's specification of electric demand (kW) and industry stipulated operating hours of each installed post-retrofit fixture type.

Pre-Retrofit Measurement\Calculations:

$$kWh_{pre} = \sum_{n=1}^6 (kW_{pre,n} \times Qty_{pre,n} \times AOH)$$

Summed across all fixture types from listed on Table 4.2.7.1

Where:

kWh_{pre} = Pre-retrofit electric consumption (kWh/yr)

$kW_{pre,n}$ = Pre-Retrofit kW based on manufacturer's specifications of the existing lighting-fixture types

AOH = Annual Operating Hours = 8,760 hours/yr

$Qty_{pre,n}$ = Quantity of pre-retrofit fixtures by type, per Table 4.2.7.1

Table 4.2.7.1 – Pre-retrofit Lighting Fixture Types for Traffic Signals

Fixture Type	Quantity
12" red traffic ball	117
12" yellow traffic ball	105
12" green traffic ball	109
12" yellow arrow	27
12" green arrow	27
hand & person countdown 16"	27

Post-Retrofit Measurement Calculations:

$$kWh_{post} = \sum_{i=1}^6 (kW_{post,i} \times Qty_{post,i} \times AOH)$$

Summed across all fixture types from listed on Table 4.2.7.1

Where:

kWh_{post} = Post-retrofit post-retrofit electric consumption (kWh/yr)

$kW_{post,i}$ = Post-Retrofit kW based on manufacturer's specifications of the installed/retrofitted lighting-fixture types.

$Qty_{Post,i}$ = Quantity of post-retrofit fixtures by type based on post-retrofit as-built

Savings Calculations:

Energy Savings (kWh/yr):

$$kWh_S = kWh_{pre} - kWh_{post}$$

Where:

kWh_S = Total annual electric savings (kWh/yr)

Cost Savings (\$/yr):

$$\$_S = kWh_S * \$/kWh$$

Where:

$\$_S$ = Total annual cost savings

$\$/kWh$ = blended unit price for electricity at each location as per Article 6 of this Exhibit C

- 4.3 **Option B - Retrofit Isolation: All Parameter Measurement:** Not Applicable
- 4.4 **Option C - Whole Facility:** Not Applicable
- 4.5 **Option D – Calibrated Simulation:** Not Applicable
- 4.6 **Stipulated Utility and Operational Savings:** Not Applicable

Article 5: Baseline Data

- 5.1 The year selected as the Baseline Period starts on January 2016 and ends on December 2016. Table 5.1 outlines the Baseline Consumption that occurred during this Baseline Period. This Baseline Consumption will be used as the reference for determining the Adjusted Baseline Consumption as fully described in Article 4.

The following table shows the results of the Baseline Consumption analysis grouped by meter size.

Table 5.1.1 - Baseline Consumption

Meter Size	Annual Baseline Volume (100x Gals)
5/8"	3,863,295
1"	934,478
1.5"	404,996
2"	3,341,536
Total	8,544,305

- 5.2 The performance Baseline used for ongoing comparison of future meter test results is as follows:
- (a) Baseline Period (12 months) – January 2016 to December 2016
 - (b) Specific meter accounts included in the Baseline are attached in Appendix 1.
 - (c) The Baseline meter testing data is included as Appendix 2.
 - (d) Details of annual water volume consumed during the Baseline Period as measured by each tested meter account, and a grand total of water consumed by these accounts are included in Appendix 3. Also included is a tally of the total number of meter accounts by meter size in the baseline survey list. This Baseline remains fixed throughout the Performance Guarantee Period.
 - (e) The CLIENT'S water and sewer billing rate schedules in force during the Baseline Period are shown in Table 6.1
- 5.3 The Baseline Period is chosen using the most recent typical 12 months of continuous data available through the baseline utility billing system.
- 5.4 The data regarding the number of baseline meters and meter sizes during the Baseline Period was obtained from the CLIENT's billing system. That data was then used to estimate Baseline Consumption. SIEMENS is not responsible for the variances, if any, between the data in the CLIENT's billing system and the number or sizes of meters that were used by the CLIENT during the Baseline Period.
- 5.5 SIEMENS does not assume responsibility for loss of water consumption due to declines in installed capability to supply water, population changes, or restrictions enforced by CLIENT or any other 3rd party.

- 5.6 Meter testing was performed on a sampling of meters to provide the Baseline Meter Accuracy for all meters. The meters were tested to AWWA standards.

The CLIENT provided a complete account download of historical data for each metered account including monthly consumption, meter size, meter installation data, meter serial number, billed charges, account number, account ID, etc.

Based on AWWA guidelines for meter sampling and testing, a random sample of the meters were selected, removed from service, and delivered to a third-party testing facility with the results presented in Appendix 2. The accuracy tests will be based on AWWA standards for testing residential water meters per AWWA Manual M6. For a true test of a water meter at all flow rates, AWWA standards recommend first testing low, medium, and high flow rates and then calculating the aggregate meter efficiency by weighted formula. The three test points (High, Med, and Low flow) are weighted 15%, 70%, and 15%. The formula for meter accuracy is as follow:

$$\begin{aligned} & (15\% \times \text{Baseline Meter Accuracy @ High flow}) \\ & + (70\% \times \text{Baseline Meter Accuracy @ Medium flow}) \\ & + (15\% \times \text{Baseline Meter Accuracy @ Low flow}) \\ & \text{Average Weighted Efficiency of the Meter*} \end{aligned}$$

(*reference: AWWA Meter Manual M6, Fourth Edition; pg 60, "Meter Testing")

- 5.7 The Baseline Meter Accuracy is shown in Table 5.7.

Table 5.7.1 - Baseline Meter Accuracy over Project Term

Contract Year	5/8", 1", 1.5", 2"
1	84.00%
2	83.50%
3	83.00%
4	82.50%
5	82.00%
6	81.50%
7	81.00%
8	80.50%
9	80.00%
10	79.50%
11	79.00%
12	78.50%
13	78.00%
14	77.50%
15	77.00%

- 5.8 Applicable codes - Federal, State (Provincial), County or Municipal codes or regulations are applicable to the use and operation of the Facility. SIEMENS will maintain the baseline level of Facility compliance relative to applicable codes. Unless specifically set forth in the Scope of Work and Services, Exhibit A, nothing herein should be construed to require SIEMENS to provide additional work or services in the event that the applicable code or regulation is modified after the Contract Execution Date.
- 5.9 The year selected as the Baseline Period starts on January 2016 and ends on December 2016. Table 5.9 outlines the Baseline Consumption that occurred during this Baseline Period. This Baseline Consumption will be used as the reference for determining the Adjusted Baseline Consumption as fully described in Article 4.

Table 5.9.1 – Baseline Electric Utility Consumption (kWh)

Month	Electric Consumption (kWh)
January	933,178
February	1,024,226
March	997,831
April	1,001,337
May	1,109,974
June	1,145,086
July	1,145,735
August	1,156,177
September	1,044,368
October	1,052,621
November	1,117,187
December	1,141,407
Total	12,869,127

Table 5.9.2 - Baseline for HVAC Replacements

Facility Name	Manuf.	Model #	Serial #	Size (Tons)	Efficiency
Public Works	Trane	2TTB3018A1000AA	7374LAC5F	2.5	10
Fire Station #3	Carrier	38BRC048540	1500E03324	4	10
City Hall	Trane	2TTB2036A1000AA	43454U73F	3	12
Parks Office	Rheem	RAKA-042CAZ	5462FF049907081	3	10
Weslaco Service Center	Rheem	RAWD-090CAZ	7002F180405605	7.5	11
Tower Theater	Rheem	RAKB-048JAZ	6954 M260515561	4	10
Fire Marshal Office	(missing)	(missing)	(missing)	7.5	10

Fire Marshal Office	Rheem	RAKA-030JAZ	6908F420305 298	2.5	10
Fire Marshal Office	Goodman	CK60-1C	9808500196	5	10
Office Building @ Tower Theater	Ruud	UAKA-042JAZ	5461F180216 930	3.5	10
Fire Administration Building	Trane	(missing)	(missing)	7.5	10

Article 6: Utility Structures and Escalation Rates

6.1 Utility costs used for Savings calculations will be based on the utility rates and rate escalation percentages, as provided in the table(s) below. Each escalation rate will be applied annually to the utility rate.

Table 6.1.1 Electricity

Tariff Number or Designation: Varies

Utility Name: Cavallo Energy Texas

Rate Structure: 0.0857 \$ per kWh Facilities
0.0955 \$ per kWh Traffic Signal
N/A \$ per kW

Rate Escalation: 0 % Fixed until 12/31/2022
3 % per Annual Period
starting in 2023

6.2 In order to predict the Baseline and Calculated Billable Usage Increase Revenues, the Client was consulted to determine the mutually-agreed annual rate increase to be used in these calculations. Using the Baseline rate structure included in Appendix 4, the following Table 6.1 was generated to show the Contract Water Rates used in the calculations for the Performance Guarantee Period.

Table 6.2 Contract Water Rates: Water and Sewer Rate Structure Increases over Contract Term (\$/100xGal)

Rate Structures									
Rate Increase Percentage		0%	0%	0%	0%	0%	0%	0%	0%
Item	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	Water - Group 1 - 5/8"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
2	Water - Group 1 - 1"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
3	Water - Group 1 - 1.5"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
4	Water - Group 1 - 2"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
5	Water - Group 2 - 5/8"	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277
6	Water - Group 3 - 5/8"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
7	Water - Group 3 - 1"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

Item	Rate Increase Percentage Description	Rate Structures							
		0% Baseline	0% Year 1	0% Year 2	0% Year 3	0% Year 4	0% Year 5	0% Year 6	0% Year 7
8	Water - Group 3 - 1.5"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
9	Water - Group 3 - 2"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
10	Water - Group 4 - 5/8" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
11	Water - Group 4 - 5/8" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
12	Water - Group 4 - 5/8" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
13	Water - Group 4 - 5/8" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
14	Water - Group 4 - 5/8" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
15	Water - Group 4 - 1" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
16	Water - Group 4 - 1" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
17	Water - Group 4 - 1" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
18	Water - Group 4 - 1" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
19	Water - Group 4 - 1" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
20	Water - Group 4 - 1.5" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
21	Water - Group 4 - 1.5" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
22	Water - Group 4 - 1.5" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
23	Water - Group 4 - 1.5" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
24	Water - Group 4 - 1.5" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
25	Water - Group 4 - 2" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
26	Water - Group 4 - 2" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
27	Water - Group 4 - 2" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
28	Water - Group 4 - 2" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
29	Water - Group 4 - 2" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
30	Water - Group 5 - 2" - Tier 1	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281
31	Water - Group 5 - 2" - Tier 2	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

Item	Rate Increase Percentage Description	Rate Structures							
		0% Baseline	0% Year 1	0% Year 2	0% Year 3	0% Year 4	0% Year 5	0% Year 6	0% Year 7
32	Water - Group 5 - 2" - Tier 3	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313
33	Water - Group 6 - 5/8" - Tier 1	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455
34	Water - Group 7 - 5/8" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
35	Water - Group 7 - 5/8" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
36	Water - Group 7 - 5/8" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
37	Water - Group 7 - 1" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
38	Water - Group 7 - 1" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
39	Water - Group 7 - 1" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
40	Water Group 7 - 1.5" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
41	Water Group 7 - 1.5" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
42	Water Group 7 - 1.5" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
43	Water - Group 7 - 2" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
44	Water - Group 7 - 2" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
45	Water - Group 7 - 2" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
46	Water - Group 8 - 5/8" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
47	Water - Group 8 - 5/8" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
48	Water - Group 8 - 5/8" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
49	Water - Group 8 - 5/8" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
50	Water - Group 8 - 5/8" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
51	Water - Group 8 - 5/8" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
52	Water - Group 8 - 1" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
53	Water - Group 8 - 1" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
54	Water - Group 8 - 1" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

Item	Rate Increase Percentage Description	Rate Structures							
		0% Baseline	0% Year 1	0% Year 2	0% Year 3	0% Year 4	0% Year 5	0% Year 6	0% Year 7
55	Water - Group 8 - 1" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
56	Water - Group 8 - 1" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
57	Water - Group 8 - 1" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
58	Water - Group 8 - 1.5" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
59	Water - Group 8 - 1.5" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
60	Water - Group 8 - 1.5" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
61	Water - Group 8 - 1.5" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
62	Water - Group 8 - 1.5" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
63	Water - Group 8 - 1.5" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
64	Water - Group 8 - 2" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
65	Water - Group 8 - 2" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
66	Water - Group 8 - 2" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
67	Water - Group 8 - 2" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
68	Water - Group 8 - 2" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
69	Water - Group 8 - 2" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
70	Sewer - Group 1 - 5/8"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
71	Sewer - Group 1 - 1"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
72	Sewer - Group 1 - 1.5"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
73	Sewer - Group 1 - 2"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
74	Sewer - Group 2 - 5/8"	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266
75	Sewer - Group 3 - 5/8" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
76	Sewer - Group 3 - 5/8" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
77	Sewer - Group 3 - 5/8" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
78	Sewer - Group 3 - 5/8" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
79	Sewer - Group 3 - 5/8" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

Item	Rate Increase Percentage Description	Rate Structures							
		0% Baseline	0% Year 1	0% Year 2	0% Year 3	0% Year 4	0% Year 5	0% Year 6	0% Year 7
80	Sewer - Group 3 - 1" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
81	Sewer - Group 3 - 1" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
82	Sewer - Group 3 - 1" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
83	Sewer - Group 3 - 1" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
84	Sewer - Group 3 - 1" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
85	Sewer - Group 3 - 1.5" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
86	Sewer - Group 3 - 1.5" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
87	Sewer - Group 3 - 1.5" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
88	Sewer - Group 3 - 1.5" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
89	Sewer - Group 3 - 1.5" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
90	Sewer - Group 3 - 2" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
91	Sewer - Group 3 - 2" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
92	Sewer - Group 3 - 2" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
93	Sewer - Group 3 - 2" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
94	Sewer - Group 3 - 2" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
95	Sewer - Group 4 - 5/8" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
96	Sewer - Group 4 - 5/8" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
97	Sewer - Group 4 - 5/8" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
98	Sewer - Group 4 - 5/8" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
99	Sewer - Group 4 - 5/8" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
100	Sewer - Group 4 - 1" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
101	Sewer - Group 4 - 1" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
102	Sewer - Group 4 - 1" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303

Rate Structures									
Item	Rate Increase Percentage	0%	0%	0%	0%	0%	0%	0%	0%
	Description	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
103	Sewer - Group 4 - 1" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
104	Sewer - Group 4 - 1" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
105	Sewer - Group 4 - 1.5" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
106	Sewer - Group 4 - 1.5" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
107	Sewer - Group 4 - 1.5" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
108	Sewer - Group 4 - 1.5" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
109	Sewer - Group 4 - 1.5" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
110	Sewer - Group 4 - 2" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
111	Sewer - Group 4 - 2" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
112	Sewer - Group 4 - 2" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
113	Sewer - Group 4 - 2" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
114	Sewer - Group 4 - 2" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
115	Sewer - Group 5 - 2" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
116	Sewer - Group 5 - 2" - Tier 2	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961
117	Sewer - Group 5 - 2" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
118	Sewer - Group 5 - 2" - Tier 4	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331
119	Sewer - Group 5 - 2" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303

Rate Structures									
Item	Rate Increase Percentage	0%	0%	0%	0%	0%	0%	0%	0%
	Description	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
1	Water - Group 1 - 5/8"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
2	Water - Group 1 - 1"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
3	Water - Group 1 - 1.5"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
4	Water - Group 1 - 2"	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271	\$0.271
5	Water - Group 2 - 5/8"	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277	\$0.277
6	Water - Group 3 - 5/8"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

Item	Rate Increase Percentage Description	Rate Structures							
		0% Year 8	0% Year 9	0% Year 10	0% Year 11	0% Year 12	0% Year 13	0% Year 14	0% Year 15
7	Water - Group 3 - 1"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
8	Water - Group 3 - 1.5"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
9	Water - Group 3 - 2"	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407	\$0.407
10	Water - Group 4 - 5/8" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
11	Water - Group 4 - 5/8" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
12	Water - Group 4 - 5/8" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
13	Water - Group 4 - 5/8" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
14	Water - Group 4 - 5/8" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
15	Water - Group 4 - 1" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
16	Water - Group 4 - 1" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
17	Water - Group 4 - 1" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
18	Water - Group 4 - 1" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
19	Water - Group 4 - 1" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
20	Water - Group 4 - 1.5" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
21	Water - Group 4 - 1.5" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
22	Water - Group 4 - 1.5" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
23	Water - Group 4 - 1.5" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
24	Water - Group 4 - 1.5" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
25	Water - Group 4 - 2" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
26	Water - Group 4 - 2" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
27	Water - Group 4 - 2" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
28	Water - Group 4 - 2" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
29	Water - Group 4 - 2" - Tier 5	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343	\$0.343
30	Water - Group 5 - 2" - Tier 1	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281	\$0.281

Item	Rate Increase Percentage Description	Rate Structures							
		0% Year 8	0% Year 9	0% Year 10	0% Year 11	0% Year 12	0% Year 13	0% Year 14	0% Year 15
31	Water - Group 5 - 2" - Tier 2	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047	\$2.047
32	Water - Group 5 - 2" - Tier 3	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313	\$0.313
33	Water - Group 6 - 5/8" - Tier 1	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455	\$0.455
34	Water - Group 7 - 5/8" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
35	Water - Group 7 - 5/8" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
36	Water - Group 7 - 5/8" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
37	Water - Group 7 - 1" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
38	Water - Group 7 - 1" - Tier 3	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
39	Water Group 7 - 1.5" - Tier 1	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
40	Water Group 7 - 1.5" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
41	Water Group 7 - 1.5" - Tier 3	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
42	Water - Group 7 - 2" - Tier 1	\$8.020	\$8.020	\$8.020	\$8.020	\$8.020	\$8.020	\$8.020	\$8.020
43	Water - Group 7 - 2" - Tier 1	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
44	Water - Group 7 - 2" - Tier 2	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297	\$0.297
45	Water - Group 7 - 2" - Tier 3	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307	\$0.307
46	Water - Group 8 - 5/8" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
47	Water - Group 8 - 5/8" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
48	Water - Group 8 - 5/8" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
49	Water - Group 8 - 5/8" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
50	Water - Group 8 - 5/8" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
51	Water - Group 8 - 5/8" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
52	Water - Group 8 - 1" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
53	Water - Group 8 - 1" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240

Item	Rate Increase Percentage Description	Rate Structures							
		0% Year 8	0% Year 9	0% Year 10	0% Year 11	0% Year 12	0% Year 13	0% Year 14	0% Year 15
54	Water - Group 8 - 1" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
55	Water - Group 8 - 1" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
56	Water - Group 8 - 1" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
57	Water - Group 8 - 1" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
58	Water - Group 8 - 1.5" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
59	Water - Group 8 - 1.5" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
60	Water - Group 8 - 1.5" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
61	Water - Group 8 - 1.5" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
62	Water - Group 8 - 1.5" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
63	Water - Group 8 - 1.5" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
64	Water - Group 8 - 2" - Tier 1	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
65	Water - Group 8 - 2" - Tier 2	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240	\$10.240
66	Water - Group 8 - 2" - Tier 3	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338	\$0.338
67	Water - Group 8 - 2" - Tier 4	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
68	Water - Group 8 - 2" - Tier 5	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600	\$9.600
69	Water - Group 8 - 2" - Tier 6	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340	\$0.340
70	Sewer - Group 1 - 5/8"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
71	Sewer - Group 1 - 1"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
72	Sewer - Group 1 - 1.5"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
73	Sewer - Group 1 - 2"	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177	\$0.177
74	Sewer - Group 2 - 5/8"	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266	\$0.266
75	Sewer - Group 3 - 5/8" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
76	Sewer - Group 3 - 5/8" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
77	Sewer - Group 3 - 5/8" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
78	Sewer - Group 3 - 5/8" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524

Rate Structures									
Item	Rate Increase Percentage	0%	0%	0%	0%	0%	0%	0%	0%
	Description	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
79	Sewer - Group 3 - 5/8" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
80	Sewer - Group 3 - 1" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
81	Sewer - Group 3 - 1" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
82	Sewer - Group 3 - 1" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
83	Sewer - Group 3 - 1" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
84	Sewer - Group 3 - 1" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
85	Sewer - Group 3 - 1.5" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
86	Sewer - Group 3 - 1.5" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
87	Sewer - Group 3 - 1.5" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
88	Sewer - Group 3 - 1.5" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
89	Sewer - Group 3 - 1.5" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
90	Sewer - Group 3 - 2" - Tier 1	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228	\$0.228
91	Sewer - Group 3 - 2" - Tier 2	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864	\$10.864
92	Sewer - Group 3 - 2" - Tier 3	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
93	Sewer - Group 3 - 2" - Tier 4	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524	\$10.524
94	Sewer - Group 3 - 2" - Tier 5	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254	\$0.254
95	Sewer - Group 4 - 5/8" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
96	Sewer - Group 4 - 5/8" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
97	Sewer - Group 4 - 5/8" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
98	Sewer - Group 4 - 5/8" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
99	Sewer - Group 4 - 5/8" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
100	Sewer - Group 4 - 1" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
101	Sewer - Group 4 - 1" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960

Exhibit C – Performance Assurance
City of Weslaco, TX – Phase 1

Item	Rate Increase Percentage Description	Rate Structures							
		0% Year 8	0% Year 9	0% Year 10	0% Year 11	0% Year 12	0% Year 13	0% Year 14	0% Year 15
102	Sewer - Group 4 - 1" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
103	Sewer - Group 4 - 1" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
104	Sewer - Group 4 - 1" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
105	Sewer - Group 4 - 1.5" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
106	Sewer - Group 4 - 1.5" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
107	Sewer - Group 4 - 1.5" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
108	Sewer - Group 4 - 1.5" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
109	Sewer - Group 4 - 1.5" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
110	Sewer - Group 4 - 2" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
111	Sewer - Group 4 - 2" - Tier 2	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960	\$8.960
112	Sewer - Group 4 - 2" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
113	Sewer - Group 4 - 2" - Tier 4	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330	\$9.330
114	Sewer - Group 4 - 2" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
115	Sewer - Group 5 - 2" - Tier 1	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272	\$0.272
116	Sewer - Group 5 - 2" - Tier 2	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961	\$8.961
117	Sewer - Group 5 - 2" - Tier 3	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303
118	Sewer - Group 5 - 2" - Tier 4	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331	\$9.331
119	Sewer - Group 5 - 2" - Tier 5	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303	\$0.303

Article 7: Contracted Baseline Data

7.1 The following criteria detail the Facility operating parameters that are required to be implemented on the Guarantee Date or on such time as agreed upon by the Parties. This specific configuration of Facility operating parameters is the Contracted Baseline and failure of the CLIENT to maintain the Contracted Baseline may result in a Material Change which may require a modification of the Performance Guarantee pursuant to Article 4 of the Agreement.

- (a) Water quality at or above average quality over the most recent 12 month period;
- (b) Source of water supply at or above average quality water over the most recent 12 month period from previous source of water supply used;
- (c) Water distribution integrity at or above Baseline maintenance levels; and,
- (d) Meter/collection system compatibility with the new system.
- (e) Maintenance of water supply with sediment or debris levels that do not result in scoring or other damage to the installed such that meter accuracy is affected.

Table 7.1.1 - Guaranteed Accuracy of new water meters during Performance Guarantee Period

Guarantee Period Year	Guaranteed Meter Accuracy
1	98.5%
2	98.5%
3	98.5%
4	98.5%
5	98.5%
6	98.5%
7	98.5%
8	98.5%
9	98.5%
10	98.5%
11	98.5%
12	98.5%
13	98.5%
14	98.5%
15	98.5%

7.2 HVAC occupancy hours and temperature setpoints are assumed to remain constant pre and post retrofit based on existing schedules currently in place across City owned facilities. Energy savings described above in Exhibit C are based improved efficiency of HVAC units based on HVAC Replacements and HVAC Armor.

- 7.3 The Lighting Operating Hours are presented in Appendix 8 by Hour Codes. These codes show the annual operating hours for each fixture presented in Appendix 7 – Lighting Room by Room Counts following criteria detail the Facility operating parameters that are required to be implemented on the Guarantee Date or on such time as agreed upon by the Parties.



Standardized Agenda Request Form

Date of Meeting: September 15, 2020		Agenda Item No. (to be assigned by CSO): 2020-3581	
From:			
Subject: Discussion and consideration on approval on the size of the Police and Fire Public Safety Building and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager)			
Background: On September 3, 2020, staff met with the City Commission during a scheduled workshop meeting to discuss the proposed Fire and Police Station projects and program schedule as proposed by ERO. During the workshop staff presented ERO's proposed program for total square footage and cost proposal and staffed presented a square footage proposal based on the project budget. ERO's proposed program is approximately 10,000 square feet larger than staff's recommended program causing an increase and budget shortfall in the project budget. According to the Police Chief, a smaller facility may negatively impact staff efficiency as well as impact their ability to grow the department. Based on the presentations, staff received instructions to increase the project budget and to reduce the proposed square footage from ERO's proposed program. A meeting has been scheduled for Friday, September 11, 2020 with ERO to discuss the latest program information staff received from the City Commission. Staff will forward the updated program schedule and cost proposal prior to the next scheduled City Commission meeting.			
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: August 3, 2020			
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):			
Andrew Muñoz		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approve.			

Staff Recommendation:

Staff recommends approval.

Attachments, if any:

Recommendation Memo, PD Fire CIP Budget, Copy of 19087 20 0911 Initial Police Department Program UPDATE Final

Responsibilities upon Approval:

Contact ERO and begin the Schematic Design Process

Memo

To: Mayor & City Commission

From: Andrew Munoz, Asst. City Manager / Aviation Director 

cc: Mike R. Perez, City Manager

Date: 9/10/2020

Re: Size of the Proposed Police Station

On September 3, 2020, staff met with the City Commission during a scheduled workshop meeting to discuss the proposed Fire and Police Station projects and program schedule as proposed by ERO.

During the workshop staff presented ERO's proposed program for total square footage and cost proposal and staff presented a square footage proposal based on the project budget. ERO's proposed program is approximately 10,000 square feet larger than staff's recommended program causing an increase and budget shortfall in the project budget.

According to the Police Chief, a smaller facility may negatively impact staff efficiency as well as impact their ability to grow the department.

Based on the presentations, staff received instructions to increase the project budget and to reduce the proposed square footage from ERO's proposed program. A meeting has been scheduled for Friday, September 11, 2020 with ERO to discuss the latest program information staff received from the City Commission.

Staff will forward the updated program schedule and cost proposal prior to the next scheduled City Commission meeting.

INITIAL BUDGET		EXPENSES TO DATE		PROPOSED CONSTRUCTION COST ESTIMATES	
Project Budget	\$ 10,250,000.00				
Property Acquisition	\$ 1,000,000.00	Land Acquisition	\$ 129,523.48		
Fire Station Construction Budget	\$ 2,500,000.00	Firs Station Construction	\$ -		
Police Department Construction Budget	\$ 5,500,000.00	Police Department Construction	\$ -		
Third Party Testing	\$ 250,000.00	Third Party Testing	\$ 11,625.00		
Owner Provided Items	\$ 1,000,000.00	Owner Provided Items	\$ 87,299.16		
Total Project Budget:	\$ 10,250,000.00	Total Expenses:	\$ 228,447.64		
REVENUE					
Capital Improvements Plan	\$ 600,000.00	Capital Improvements Plan	\$ -		
Sale of Existing Police Department	\$ 1,400,000.00	Existing PD	\$ -		
Sales of Remaining Co-Op Property	\$ 350,000.00	Co-oP Property	\$ -		
Total Projected Revenue	\$ 2,350,000.00	Total	\$ -	Initial Debt Issuance	\$ 7,900,000.00
Debt Issuance	\$ 7,900,000.00			Proposed Debt Issuance	\$ 10,953,021.56

Proposed Budget - City		EXPENSES TO DATE		PROPOSED CONSTRUCTION COST ESTIMATES	
Fire Station	\$ 2,100,000.00	Fire Station	\$ -	ERO Proposed Program	\$ 2,500,000.00
Third Party Testing	\$ 100,000.00	Third Party Testing	\$ -		
Owner Provided Items	\$ 250,000.00	Owner Provided Items	\$ -		
Total	\$ 2,450,000.00	Total	\$ -	Construction Shortfall	\$ (50,000.00)

Proposed Budget - City		EXPENSES TO DATE		PROPOSED CONSTRUCTION COST ESTIMATES	
Police Department	\$ 5,500,000.00	Police Department	\$ -	Goal Square Footage to Match Budget: 26,000 to 28,000	
Third Party Testing	\$ 150,000.00	Third Party Testing	\$ -		
Owner Provided Items	\$ 750,000.00	Owner Provided Items	\$ -	City Proposed Program	\$ 7,388,075.00
Total	\$ 6,400,000.00	Total	\$ -	(26,682 sq. ft.)	
				ERO Proposed Program	\$ 10,391,096.56
				(39,664 sq. ft.)	
				Construction Shortfall	\$ (3,003,021.56)

City of Weslaco Police Station

		Needed				Comments
		Quantity	Area	Total	Design	Total
1.00	Public Entrance/Lobby					
1.01	Vestibule Public Entry	1	80	80	20	100
1.02	Lobby/Waiting/Reception	1	950	950	238	1,188 1300 sq ft per updated program
1.03	Public Toilet Mens	1	200	200	50	250 200 sq ft per updated program
1.04	Public Toilet Womens	1	200	200	50	250 200 sq ft per updated program
1.05	Interview Room	1	80	80	20	100
1.06	Sub-Total Net Square Feet (NSF)			1,510		
1.07	Department Burden Factor				25%	
1.08	Sub-total Department Gross Square Feet (DGSF)					1,888
2.00	Community					
2.01	Community Meeting/Training Room/Community Policing	1	1,000	1,000	250	1,250
2.02	Furniture Storage	1	150	150	38	188
2.02	Captain Office - Private	2	168	336	84	420 12' x 14'
2.02	Lieutenant Office - Private	1	144	144	36	180 12' x 12'
2.03	Sergants Office	3	64	192	48	240 8' x 8' workstations
2.04	Sub-Total Net Square Feet (NSF)			1,822		
2.05	Department Burden Factor				25%	
2.06	Sub-total Department Gross Square Feet (DGSF)					2,278
3.00	Records Division					
3.01	Public/Police Information Center	1	100	100	25	125
3.02	Office/Work Area	4	64	256	64	320 8' x 8' workstations
3.03	Active File	1	200	200	50	250
3.04	Archives	1	200	200	50	250
3.05	Sub-Total Net Square Feet (NSF)			756		
3.06	Department Burden Factor				25%	
3.07	Sub-total Department Gross Square Feet (DGSF)					945
4.00	Administration					
4.01	Chief of Police	1	270	270	68	338 15'x18'
4.02	Assistant Chief's Office	1	168	168	42	210 12' x 14'
4.03	Administrative Service Coordinator	1	120	120	30	150 10' x 12'
4.04	Administrative Office	1	200	200	50	250
4.05	Support Service Aide	1	100	100	25	125 10'x10'
4.06	File Storage	1	120	120	30	150 10'x12'
4.07	Conference Room	1	500	500	125	625 Includes coat closet and storage closet
4.08	Office Supplies	1	100	100	25	125
4.09	Sub-Total Net Square Feet (NSF)			1,578		
4.10	Department Burden Factor				25%	
4.11	Sub-total Department Gross Square Feet (DGSF)					1,973
5.00	Community Outreach					
5.01	Community Policing	0	550	0	0	0 Refer to 2.01
5.02	Storage Closet	0	150	0	0	0 Refer to 2.02
5.03	Bike Room	0	0	0	0	0 Moved to metal building
5.04	Volunteer Office	0	100	0	0	0
5.05	Resource Center	0	116	0	0	0
5.06	Sub-Total Net Square Feet (NSF)			0		
5.07	Department Burden Factor				25%	
5.08	Sub-total Department Gross Square Feet (DGSF)					0
6.00	Training Division					
6.01	Training Room #2	0	1,200	0	0	0 Training room is located in 2.01
6.02	Training Room #3	0	1,500	0	0	0
6.03	Quarter Master Storage	1	500	500	125	625 Includes 8'x8' workstation
6.03	Armory/Storage	1	400	400	100	500
6.04	Training Records	1	100	100	25	125 10' x 10'
6.05	Sub-Total Net Square Feet (NSF)			1,000		
6.06	Department Burden Factor				25%	

6.07	Sub-total Department Gross Square Feet (DGSF)					1,250	
7.00	Criminal Investigations Divisions						
7.01	CID Captain	1	168	168	42	210	12'x14'
7.02	CID Lieutenant	1	100	100	25	125	10' x 10'
7.03	CID Sergeant	1	100	100	25	125	10' x 10'
7.04	CID Detective's Work Room	14	64	896	224	1,120	8' x 8' workstations, (8) stations per walk thru
7.05	Storage Room	1	80	80	20	100	
7.06	Interview Rooms	2	100	200	50	250	10' x 10', sound proof
7.07	Interrogation Rooms	2	100	200	50	250	10' x 10', sound proof
7.08	Audio/Video Enhancement Closed Circuit	1	140	140	35	175	
7.09	Juvenile Investigator Offices	1	144	144	36	180	12' x 12' with 2 workstations
7.10	Crime Analyst	0	120	0	0	0	
7.11	Juvenile Secured File Room	1	80	80	20	100	
7.11	Prosecutor Office	0	150	0	0	0	
7.12	Conference Room	1	300	300	75	375	
7.13	Sub-Total Net Square Feet (NSF)			2,408			
7.14	Department Burden Factor				25%		
7.15	Sub-total Department Gross Square Feet (DGSF)					3,010	
8.00	Evidence and Property						
8.01	Evidence Receiving	0	150	0	0	0	Lockers, counter, (3) work stations
8.02	Evidence Processing	0	150	0	0	0	Victim Photography and Patrol Evidence Processing
8.03	Supervisors Office	0	144	0	0	0	12'X12'
8.04	Bulk Evidence Storage	0	2,500	0	0	0	
8.05	Chemical Processing Room	0	100	0	0	0	
8.06	Narcotic Storage	0	120	0	0	0	Based off programming diagram
8.07	Vehicle Processing (Secure Garage)	0	450	0	0	0	Included in Vehicle Sally Port 9.01
8.08	Sub-Total Net Square Feet (NSF)			0			
8.09	Department Burden Factor				25%		
8.10	Sub-total Department Gross Square Feet (DGSF)					0	Not included in program. Pre-Engineered Metal Building On Site
9.00	Prisoner Processing						
9.01	Sally Ports	1	800	800	200	1,000	
9.02	Juvenile Interview	1	100	100	25	125	10' x 10'
9.03	Juvenile Processing	1	100	100	25	125	
9.04	Juvenile Cells	4	40	160	40	200	Regular hollow metal doors, frames and hardware
9.05	Storage	1	60	60	15	75	
9.06	Sub-Total Net Square Feet (NSF)			1,220			
9.07	Department Burden Factor				25%		
9.08	Sub-total Department Gross Square Feet (DGSF)					1,525	
10.00	Jail - Designed per National Jail Accreditation Standards						
10.01	Male Cells	4	40	160	40	200	1 accessible cell - ADA
10.02	Male Cells Groups (4 person)	2	94	188	47	235	
10.03	Male Intoxication Cell	8	40	320	80	400	
10.04	Unisex Shower	1	48	48	12	60	Detox
10.05	Female Cells	2	40	80	20	100	1 accessible cell - ADA
10.06	Female Cells Groups (4 person)	2	94	188	47	235	
10.07	Female Intoxication Cell	8	40	320	80	400	
10.08	Female Shower	0	48	0	0	0	Detox
10.09	Prisoner Booking and Processing	1	200	200	50	250	Includes (26) 18"Wx18"Dx12"H lockers for inmate property
10.09	Livescan Fingerprinting	0	70	0	0	0	
10.10	Medical Cell - Unisex	1	40	40	10	50	
10.11	Interview Room	1	100	100	25	125	
10.12	Jail Visitation Area	1	120	120	30	150	
10.13	Intoxilyzer	1	60	60	15	75	10' x 10'
10.14	Meal Prep	0	120	0	0	0	10' x 12', include refridgerator and sink
10.15	Break Room	1	100	100	25	125	provided for (2) guards only
10.16	General Storage	1	100	100	25	125	10' x 10'
10.17	Jail Office	0	100	0	0	0	10' x 10'
10.18	Sub-Total Net Square Feet (NSF)			2,024			
10.19	Department Burden Factor				25%		
10.20	Sub-total Department Gross Square Feet (DGSF)					2,530	

Jail Component	2,530	\$1,887,380.00	\$746.00
Building Component	29,672	\$6,676,267.50	\$225.00
Metal Building	5,000	\$500,000.00	\$100.00
		\$9,063,647.50	

11.00	Social Services						
11.01	Waiting Room	0	100	0	0	0	10' x 10'
11.02	Investigators	0	64	0	0	0	8' x 8' workstations
11.03	Interview Room (Multipurpose Room)	0	169	0	0	0	13' x 13'
11.04	Storage Room	0	100	0	0	0	10 storage cabinets
11.05	First Offender Program and Crime Victims Liason Suite	0	1,300	0	0	0	
11.06	Sub-Total Net Square Feet (NSF)			0			
11.07	Department Burden Factor				25%		
11.08	Sub-total Department Gross Square Feet (DGSF)					0	
12.00	Patrol Functions						
12.01	Patrol Captain	1	168	168	84	252	12'X14'
12.02	Patrol Lieutenant	3	64	192	48	240	8'x8' workstations
12.03	Patrol Sergeants	4	64	256	64	320	8'x8' workstations
12.04	Accident Investigation/Traffic Officer	0	144	0	0	0	12'x12'
12.05	Briefing/Roll Call	1	800	800	200	1,000	Includes Debriefing Function
12.06	Report Preparation	6	64	384	96	480	8'x8' workstations
12.07	Debriefing	1	500	500	125	625	
12.08	Patrol Storage	1	200	200	50	250	Accomadates Growth
12.09	Sub-Total Net Square Feet (NSF)			2,500			
12.10	Department Burden Factor				25%		
12.11	Sub-total Department Gross Square Feet (DGSF)					3,167	
13.00	Weslaco Municipal Court						
13.01	Court Room	1	660	660	165	825	Adjusted number to make 1,600 work.
13.02	Judge's Chamber	1	168	168	42	210	12'x14'
13.03	Court Offices	3	64	192	48	240	8'x8' workstations
13.04	Court Administrator	1	168	168	42	210	12'x14'
13.05	Court Lobby	0	0	0	0	0	Included in 1.02
13.06	Court Room Storage	1	200	200	50	250	
13.07	Court Room Records	1	125	125	31	156	
13.08	Sub-Total Net Square Feet (NSF)			1,513			
13.09	Department Burden Factor				25%		
13.10	Sub-total Department Gross Square Feet (DGSF)					1,891	
14.00	General Services						
14.01	Work Out	0	1,000	0	0	0	
14.02	Male Locker Room	1	1,300	1,300	325	1,625	Includes Staff Restroom
14.03	Female Locker Room	1	325	325	81	406	Includes Staff Restroom - 25% of male
14.04	Break Room	1	420	420	105	525	10 people @ 42sf per person, includeds kitchen
14.05	General Storage	1	200	200	50	250	
14.06	Custodial Office & Bulk Supply Storage	1	120	120	30	150	
14.07	Building Receiving	1	143	143	36	179	
14.08	Janitorial Closets	1	120	120	30	150	
14.09	Sub-Total Net Square Feet (NSF)			2,628			
14.10	Department Burden Factor				25%		
14.11	Sub-total Department Gross Square Feet (DGSF)					3,285	
15.00	Computer Network Server and Office						
15.01	Computer Network Server (MDF)	1	224	224	56	280	14'x16'
15.02	Workspace for IT Equipment	1	168	168	42	210	12'x14'
15.03	IT Closet (IDF)	1	120	120	30	150	
15.04	Sub-Total Net Square Feet (NSF)			512			
15.05	Department Burden Factor				25%		
15.06	Sub-total Department Gross Square Feet (DGSF)					640	
16.00	Mechanical						
16.01	Boiler Room	1	0	0	0	0	
16.02	HVAC Equipment	1	0	0	0	0	
16.03	Emergency Generator (Exterior Enclosure)	1	0	0	0	0	
16.04	Fire Suppression (Riser Room)	1	0	0	0	0	
16.05	Electrical Service Room	1	0	0	0	0	
16.06	Rooms/Telephone Equipment	1	0	0	0	0	

16.07	Sub-Total Net Square Feet (NSF)			0			
16.08	Department Burden Factor			25%			
16.09	Sub-total Department Gross Square Feet (DGSF)				0		
17.00	Internal Affairs						
17.01	Waiting Room	1	100	100	25	125	10' x 10'
17.02	Investigators	2	64	128	32	160	8' x 8' workstations
17.03	Interview Room (Multipurpose Room)	1	169	169	42	211	13' x 13'
17.04	Storage Room	1	100	100	25	125	10 storage cabinets
17.05	Sub-Total Net Square Feet (NSF)			497			
17.06	Department Burden Factor			25%			
17.07	Sub-total Department Gross Square Feet (DGSF)				621		
18.00	Narcotics						
18.01	Supervisor	0	168	0	0	0	12' x 14'
18.02	Investigators	0	64	0	0	0	8' x 8' workstations
18.03	Storage	0	100	0	0	0	
18.04	Sub-Total Net Square Feet (NSF)			0			
18.05	Department Burden Factor			25%			
18.06	Sub-total Department Gross Square Feet (DGSF)				0		
19.00	Fire Administration						
19.01	Fire Chief	1	192	192	48	240	12' x 16'
19.02	Assistant Fire Chief	1	168	168	42	210	12' x 14'
19.03	Deputy Fire Chief	1	144	144	36	180	12' x 12'
19.04	Fire Marshall	1	168	168	42	210	12' x 14'
19.05	Assisstant Fire Marshal	1	144	144	36	180	12' x 12'
19.06	Secretary	2	64	128	32	160	
19.07	Lobby/Waiting Room	1	100	100	25	125	
19.08	Administration Fire Captain	1	168	168	42	210	12' x 14'
19.09	EMS Training Captain	1	168	168	42	210	12' x 14'
19.10	EMS Compliance Officer	1	144	144	36	180	12' x 12'
19.11	Public Education Officer	1	144	144	36	180	12' x 12'
19.12	Investigator/Open Office	4	64	256	64	320	8' x 8' workstations, Open Office
19.13	File Room - Records	1	100	100	25	125	
19.13	Plan Room/Conference Room	1	250	250	63	313	
19.14	Break Room	1	126	126	32	158	
19.15	Sub-Total Net Square Feet (NSF)			2,400			
19.16	Department Burden Factor			25%			
19.17	Sub-total Department Gross Square Feet (DGSF)				3,000		
20.00	Total Gross Department Area					28,002	
20.01	Building Grossing Factor	15%		4,200			
20.02	Total Building Area					32,202	Does not include 5,000 sf allocated for Evidence and Storage in Metal Building