



A REGULAR MEETING OF THE WESLACO CITY COMMISSION TUESDAY, MARCH 16, 2021

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, Located at 255 South Kansas Avenue on Tuesday, March 16, 2021 at 5:30 pm pursuant to Section 551.045 of the Texas Open Meetings Act.

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. In conjunction with the guidance and provisions provided by the Governor and in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus (COVID-19), there will be a **limit of seventy-nine (79) in person attendance to include staff and the governing body.** These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring a large 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: 946 1533 4573

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 March 16, 2021. A staff member will contact you with instructions via phone call to address your public comments.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral Recognition.
- E. Roll Call.

II. PUBLIC COMMENTS

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

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 Domingo Gonzalez to rezone 313 W Pike Blvd. Also being Lot 18-19, Block 19, Esplanada Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 secondary and highway business district.
- B. To solicit input on behalf of Marally Guajardo to approve a Conditional Use Permit to operate an event center at 501 S Texas Blvd., also being Lot 43-44, Block 42, Weslaco Original Townsite, Weslaco, 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 March 2, 2021
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approval on Ordinance 2021-05 to rezone 3701 S. Westgate also being West Tract S330' & E440'-S495'-N990' Farm Tract 795 15 AC GR 14.77 AC NET, Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to M-1 Mobile home subdivision district and authorize the Mayor to execute any related documents. (First reading held March 2, 2021 staffed by Planning & Code Enforcement Department.) Attachment
 - 2) Approval on Ordinance 2021-06 to rezone 3702 S. Westgate also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to M-1 Mobile home subdivision district and authorize the Mayor to execute any related documents. (First reading held March 2, 2021; staffed by Planning & Code Enforcement Department.) Attachment
 - 3) Approval on Ordinance 2021-07 to rezone 703 & 705 W. 6th St. also being lot 24 & 25, Block 4, Glendale Addition, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. (First reading held March 2, 2021; staffed by Planning & Code Enforcement Department.) Attachment
 - 4) Approval on Ordinance 2021-08 amending Ordinance 2011-28 adopting rates for brush and bulky items to multifamily structures effective April 1, 2021 and authorize Mayor to execute any related documents. (First reading held March 2,

2021; staffed by Public Works Department.) Attachment

- 5) Approval on Ordinance 2021-09 for a Budget Amendment in the amount of \$450,000 in the General Fund for purchase of an Ambulance (COVID 19) and authorize the Mayor to execute any related documents. (First reading held March 2, 2021; staffed by Finance Department.) Attachment
- 6) Approval on Ordinance 2021-10 a Budget Amendment in an amount not to exceed \$25,000 for proposed professional engineering services and authorize the Mayor to execute any related documents. (First reading of Ordinance held March 2, 2021; staffed by Engineering Department.) Attachment

V. APPOINTMENTS

- A. Discussion and consideration to approve Resolution 2021-23 appointing a member to an unexpired term to the Parks and Recreation Advisory Board and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment

VI. PRESENTATION

- A. Presentation and discussion on the Public Safety Building (Fire/Police) project. (Staffed by City Manager.)

VII. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Domingo Gonzalez on Ordinance 2021-11 to rezone 313 W Pike Blvd. Also being Lot 18-19, Block 19, Esplanada Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 secondary and highway business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-11. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- B. Discussion and consideration after public hearing on behalf of Marally Guajardo to approve a Conditional Use Permit to operate an event center at 501 S Texas Blvd., also being Lot 43-44, Block 42, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- C. Discussion and consideration to approve a variance from the Subdivision Ordinance 26-37, on behalf of Heriberto Garcia, to defer the assessment of park fees for San Pedro Estates Subdivision from the developer to the contractor/owner during the construction stage of the property and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement

Department.) Attachment

- D. Discussion and consideration to approve the Final Plat for Pike District Subdivision—being 36.052 acres out of Farm Tract 163, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately the southeast corner of W. Pike Blvd and Milanos Rd. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- E. Discussion and consideration to approve the Final Plat for Gonzalez-Vasquez Subdivision— being 2.24 acres out of Lot 1, Kevin Subdivision, Weslaco, Hidalgo County, Texas located approximately 733 FT west of Westgate drive on Mile 10 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- F. Discussion and consideration to accept and award Insight Public Sector as the vendor for Basic Maintenance of Internal Connections in response to the Library's Request for Proposal within the E-Rate Year 24 cycle, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.) Attachment
- G. Discussion and consideration to approve Ordinance 2021-12 to abandon 10' of Right-of-Way located at the Southeast corner of Lot 14, Block 161, West Tract Subdivision and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-12. Possible action. (Staffed by Engineering Department.) Attachment
- H. Discussion and consideration to accept and award the purchase of a Mobile Column Lift, as specified on RFB No. 2020-21-07 to the lowest and most advantageous bidder Arnold Oil Company, in an amount not to exceed \$59,644.02 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment
- I. Discussion and consideration to ratify Purchase Order No. 21-2698 to contract OMT Utilities for emergency repairs on a collapsed manhole located at 18th St. & Airport Dr. in the amount of \$112,500 and authorize the Mayor to execute all related documents. Possible action. (Staffed by Public Works Department.) Attachment
- J. Discussion and consideration on Resolution 2021-24 designating the Mayor as authorized representative to execute any and all documents for the Cleckler-Heald and B Garza Regional Detention Pond drainage project and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

the closed meeting is not being made.

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

(a)(2) that:

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Legal Consultation -- Consultation with City Attorney regarding Christopher De Leon as authorized by section §551.071 of the Texas Government Code.
- C. Legal Consultation -- Consultation with City Attorney regarding any and all necessary legal action to dispose of abandoned aircraft located at Mid Valley Airport, 1901 Joe Stephens near Hanger B as authorized by section §551.071 of the Texas Government Code.
- D. Legal Consultation -- Consultation with City Attorney regarding the Commercial Contract and Tax Abatement agreement related to the sale of real property located at 400 Illinois Street as authorized by section §551.071 of the Texas Government Code.
- E. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property located on Dragon Fly Street as authorized by section §551.072 of the Texas Government Code.
- F. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease, or value of real property located at 216 S. Kansas Avenue as authorized by section §551.072 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 12th day of March 2021 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:
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Standardized Agenda Request Form

Date of Meeting: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-3878	
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. Pastor Robin Wiley, First Baptist_Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission 2020 updated			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4047	
From: Rebekah De La Fuente			
Subject: To solicit input on behalf of Domingo Gonzalez to rezone 313 W Pike Blvd. Also being Lot 18-19, Block 19, Esplanada Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 secondary and highway business district.			
Background: The applicant is requesting to rezone property R-1 One-family dwelling district.to B-2 secondary and highway business district. Nineteen (19)property owners within 200 feet of the applicant's property were notified by letter on February 19, 2021.			
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 appeared in The Monitor on February 15, 2021.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request based on surrounding land use at their regular meeting of March 3, 2021.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Solicit public comments.			
Staff Recommendation: Staff recommends approval of rezone request based on the 2040 Land Use Map and current zoning of surrounding properties.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise applicant			



Standardized Agenda Request Form

Date of Meeting: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4048	
From:			
Subject: To solicit input on behalf of Marally Guajardo to approve a Conditional Use Permit to operate an event center at 501 S Texas Blvd., also being Lot 43-44, Block 42, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.			
Background: The applicant is requesting to obtain a Conditional Use Permit to operate an event center at 501 S Texas, also being Lot 43-44, Block 42, Weslaco Original Townsite, Weslaco, Hidalgo County, and Texas. Twenty-three (23) property owners within 200 feet of the applicant's property were notified by letter on February 19, 2021.			
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 appeared in The Monitor on February 15, 2021.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use Permit based on surrounding land use at their regular meeting of March 3, 2021.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Solicit public comments.			
Staff Recommendation: Staff recommend approval of the Conditional Use Permit.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise applicant			



Standardized Agenda Request Form

Date of Meeting: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-3883	
From:			
Subject: Approval of the Minutes of the Regular Meeting on March 2, 2021 (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action of the regular meeting on March 2, 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		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: 21-03-02 minutes - final nc			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
MARCH 2, 2021**

On Tuesday, March 2, 2021, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

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

ABSENT: None.

STAFF PRESENT:	Mike R. Perez	City Manager
	Andrew Muñoz	Asst. City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

Also present: Eddie Gil, Information Technology Dept; Vidal Roman, Finance Director, Joel Rivera, Police Chief, Antonio "Tony" Lopez, Fire Chief, Martin Vela, IT Director, Omar Rodriguez, Parks & Recreation Director, Cristina Garcia, PIO, Pete Garcia, Public Works Director, Albert Aldana, City Engineer, Olga Garza, Asst. Public Works Director, David Arce, Deputy Public Works Director, Rebekah de la Fuente, Planning & Code Enforcement Director, Joe Pedraza, Asst. Planning & Code Enforcement Director, George Quilantan, Inframark 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, February 26, 2021.

B. Invocation.

Pastor Steven Wagenknecht, Abiding Savior Lutheran Church led in 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

Dr. Raul Cantu expressed concern involving how the Weslaco Police Department responded to an incident that involved his nephew questioning the charges brought forth would have a sentencing of 5 years to life contributed to the tragic event that led to his nephews suicide; requested an inquest be done if the charges brought forth were appropriate for the circumstances of the incident and if the officer(s) who responded were unbiased to all parties involved.

III. PUBLIC HEARING

Commissioner Kerr seconded by Commissioner Lopez moved to open the public hearing at 5:41 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Ezequiel Reyna Jr. to rezone 3701 S. Westgate. Also being West Tract S330' & E440'-S495'-N990' Farm Tract 795 15 AC GR 14.77 AC NET, Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to M-1 Mobile home subdivision district.

Hanna McCann, 3909 Tierra Escondida, submitted a petition of objection to the rezone citing property values will lessen, safety issues of increased traffic, damage to the overall beauty of the Tierra Santa residential community. Other concerns raised will discourage buyers at Tierra Santa if their home is located next to a mobile home park; 2) the two neighborhoods will look and feel cut off from Tierra Santa due to the numerous gates; 3) possible lack of access to the amenities and paying POA fees; and, 4) a lack of the added protection of a security guard in the evening and night hours. Requested the commission consider their concerns and deny the rezone as the proposed use of mobile homes would be detrimental to the growth of Tierra Santa.

David Fuentes, 3619 S. Border, represented the applicant; stated the use of the property in question has been vacant for over 23 years being used as storage of vehicles and equipment; proposed use would be a 55plus community; fencing around the perimeter of the community will be done and landscaping; there is a 50-foot setback from the lot line; property zoned townhouse use and traffic minimal because of the proposed 55plus community; owner investing over \$3million in infrastructure and improvements that will add to the property tax base for the City; other issues are related to a proposed Event Center; 24-hour fencing for all the residents; alternative cart and bike paths for Tierra Santa residents and requested favorable consideration.

B. To solicit input on behalf of Ezequiel Reyna Jr. to rezone 3702 S. Westgate. Also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to M-1 Mobile home subdivision district.

No comments.

C. To solicit input on behalf of Rush Transportation LLC to rezone 703 & 705 W. 6th St. Also being lot 24 & 25, Block 4, Glendale Addition, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling to R-2 Duplex and apartment district.

No comments.

D. To solicit input on behalf of Ricardo Guerra to approve a Conditional Use Permit to obtain an Off-Premise Wine and Beer Retailer's Permit at 2720 N Westgate, also being Lot 1 & 2, Block 5, Sun Country Estates Subdivision, Weslaco, Hidalgo County, Texas.

No comments.

Commissioner Pedraza seconded by Commissioner Lopez moved to close the public hearing at 5:50 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 February 2, 2021. (Staffed by City Secretary Department.)

B. Approval on amendments and extension from March 7, 2021 to April 7, 2021 for Disaster Declaration (COVID--19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staffed by City Manager.)

C. Approval on Resolution 2021-19 to apply to the FY22 Local Border Security Program (LBSP) Grant #3407205 in the amount of \$150,000 with NO MATCH Required to fund Overtime for enhanced patrol, jailers, dispatchers, clerical/assistance and accountant/finance to complete goals and objectives outlined in this grant and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

D. Approval on Resolution 2021-20 to apply to the FY22 National Incident-Based Reporting System (NIBRS) Program Grant #4272301 in an amount not to exceed \$200,000 with NO MATCH Required for the purchase of hardware and software to complete Weslaco NIBRS Project and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

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

Following for the record are the resolution(s).

RESOLUTION NO. 2021-19

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the FY2022 Local Border Security Program be operated for the fiscal year 2021 through 2022; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - Homeland Security Grants Division Local Border Security Program grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the FY2022 Local Border Security Program to the Office of the Governor.

Grant Number: **3407205**

Passed and Approved this 2nd day of March 2021.

RESOLUTION NO. 2021-20

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the Office of the Governor Texas Conversion to the National Incident-Based Reporting System Grant be operated for the fiscal year 2021 through 2022; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor Texas Conversion to the National Incident-Based Reporting System Grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Office of the Governor Texas Conversion to the National Incident-Based Reporting System Grant to the Office of the Governor.

Grant Number: **4272301**

Passed and Approved this 2nd day of March 2021.

CITY OF WESLACO
/s/David Suarez, MAYOR

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

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

V. APPOINTMENTS

A. Discussion and consideration on Resolution 2021-21 appointing five members to the Weslaco Recycling Committee Task Force for terms set to expire March 21, 2021 and authorize

the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Pete Garcia, Public Works Director, stated all current members submitted board application and expressed favorable consideration for reappointment.

In response to Mayor Pro Tem Muñoz, staff received a total of seven board applicants stating all current members applied.

The City Manager stated the committee when established referenced three members would be commissioners; suggested should any one of the sitting commission member wish to renounce their appointment to allow a citizen expressing interest in serving it could be considered. Mayor Pro Tem Muñoz and Commissioner Lopez both expressed they would do so to allow the appointment of two new applicants making the composition of members to be seven citizens.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to appoint Lainey Garcia, Gail Weigel Ortiz, Ignacio H. Cavazos, Maria L. Gonzalez, Jim Chapman, Colton Reed Gammill and Jerry Don Wilson as members to the Weslaco Recycling Committee Task Force as presented. The motion carried unanimously; Mayor Suarez was present and voting.

RESOLUTION NO. 2021-21

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO THE
WESLACO RECYCLING TASK FORCE COMMITTEE

WHEREAS, this Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, after public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, the Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center; and

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be ten (10) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of three Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, members shall serve without compensation and may be eligible for reappointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following are appointed to serve on the Weslaco Recycling Task Force.

<u>NAME</u>	<u>TERM ENDING</u>
Colton Reed Gammill	03/21/2021
Jerry Don Willson	03/21/2021
Gail Weigel Ortiz	03/21/2021

Ignacio H. Cavazo
Jim Chapman
Lainey Garcia
Maria L. Gonzalez

03/21/2021
03/21/2021
03/21/2021
03/21/2021

PASSED AND APPROVED on this 2nd day of March 2021.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:

/s/Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

/s/Juan E. Gonzalez, CITY ATTORNEY

VI. OLD BUSINESS

A. Discussion and consideration to approve Tax Abatement Application and Evaluation Report and authorize the Mayor to execute any related documents. Possible action. (There was no action February 2, 2021; staffed by Airport Department.)

Andrew Muñoz, Aviation Director/Interim HR Director, stated the Tax Abatement Application and evaluation report were documents that would be used for tax abatement assistance; the Weslaco Economic Development Corporation will administer the program and will require the commission to approve or deny a request. Staff recommended approval unless there were any comments and/or changes from the commission.

In response to Mayor Suarez, staff will present at a future meeting a map outlining boundaries of a reinvestment zone for approval; change in statutory law requires a request for tax abatement assistance must be in a designated reinvestment zone.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Tax Abatement Application and Evaluation Report as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. PRESENTATION

A. Presentation and discussion on the Public Safety Building (Fire/Police) project. (Staffed by City Manager.)

No presentation until the next regular meeting. Representative unable to attend.

B. Presentation and discussion on the Pleasantview 11th Street drainage project. (Staffed by Engineering Department.)

Jose G. Reyes, SWG Engineering, stated project began October 19, 2020; contract construction originally was 150 days with completion date of March 2021; two change orders approved for time extension due to material delays (concrete boxes) from the supplier; construction days was 240 days and days charged is 52 with completion date set for June 16, 2021.

Presentation only. No action required.

VIII. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Ezequiel Reyna Jr. on Ordinance 2021-05 to rezone 3701 S. Westgate also being West Tract S330' & E440'-S495'-N990' Farm Tract 795 15 AC GR 14.77 AC NET, Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to M-1 Mobile home subdivision district and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-05. Possible action. (Staffed by Planning & Code Enforcement Department.)

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

Rebekah de la Fuente, Planning and Code Enforcement Director, stated forty-one property owners were notified; opposition received from Hannah McCann and Mark Russell at the Planning and Zoning Commission meeting citing concerns of traffic and devaluation of their homes; Ms. Nelda Garcia submitted written objection citing traffic and property devaluation and a petition was submitted to the City Secretary. The Planning and Zoning Commission and staff recommended denial based on proposed use not compatible to surrounding area and the 2040 Future Land Use Map identifies the area as residential.

In response to Mayor Pro Tem Muñoz, staff stated Planning and Zoning denied based on proposed use not compatible to the area; concerns raised were addressed by the applicant that stated traffic not an issue as property is zoned townhouse and the other concerns are more interrail issues within Tierra Santa (gate) and not related to the proposed rezone. The City Manager stated conditions cannot be stipulated on a rezone.

Commissioner Rodriguez moved to table and allow ample time for the petitioner to review information fulfilled from a public information request received today. The City Manager stated a request for information was fulfilled but staff sent to an incorrect email that was not returned as undeliverable; petitioner called today stating she had not received any information and staff realized the error.

The City Manager stated the proposed development is a 55plus community and opinioned may have a less impact of traffic to an area versus a mobile home development; use may not have been distinguished at the Planning and Zoning Commission meeting and allowing to table will give the petitioner and applicant time to discuss development and concerns.

In response to Mayor Suarez, City Attorney stated a public information request does not override any statutory requirements met such as publication and notice; should more than 20% of property owners notified object, a supermajority vote is needed. Staff stated forty-one notices were sent.

In response to Commissioner Pedraza and Commissioner Farias; staff stated from the petition submitted seven are within the area and noted three are not property owners; nine objections would meet the 20% to require a supermajority vote; the public information requested names of individuals notified; requestor could use the information to petition for objection; staff complied within the 10 days as required but mistakenly sent to the wrong email address and not made aware of it until today.

Mayor Suarez called for the question on original motion to approve Ordinance 2021-05 rezoning 3701 S. Westgate also being West Tract S330' & E440'-S495'-N990' FT 795 15 AC GR 14.77 AC net Weslaco from R-2 Duplex and apartment district to M-1 Mobile Home Subdivision district as presented. The motion carried 6 ayes – 1 nay; Commissioner Farias against; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Ezequiel Reyna Jr. on Ordinance 2021-06 to rezone 3702 S. Westgate also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to M-1 Mobile home subdivision district and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-06. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated forty property owners were notified; no objection received. The Planning and Zoning Commission and staff recommended denial based on proposed use did not conform to surrounding area and the 2040 Future Land Use Map identifies the area as residential.

Mayor Pro Tem Muñoz seconded by Commissioner Kerr moved to approve Ordinance 2021-06 rezoning 3702 S. Westgate also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Weslaco from R-2 Duplex and apartment district to M-1 mobile home subdivision district as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Rush Transportation L.L.C on Ordinance 2021-07 to rezone 703 & 705 W. 6th St. also being lot 24 & 25, Block 4, Glendale Addition, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-07. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated thirty property owners were notified with no objection received and applicant proposing apartments. The Planning and Zoning Commission and staff recommended approval based on surrounding use of existing commercial businesses and apartments.

Mayor Pro Tem Muñoz seconded by Commissioner Pedraza moved to approve Ordinance 2021-07 rezoning 703 & 705 W. 6th Street also being lot 24 & 25, Block 4, Glendale Addition as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration after public hearing on behalf of Ricardo Guerra to approve a Conditional Use Permit to obtain an Off-Premise Wine and Beer Retailer's Permit at 2720 N Westgate, also being Lot 1 & 2, Block 5, Sun Country Estates Subdivision, Weslaco, Hidalgo County, Texas. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twenty-two property owners notified with no objection; this is a transfer of location having the same operations as the previous location. The Planning and Zoning Commission and staff recommended approval.

Mayor Pro Tem Muñoz seconded by Commissioner Pedraza moved to approve Conditional Use Permit to obtain an Off-premise Wine and Beer Retailer's Permit at 2720 N. Westgate being Lot 1 & 2, Sun Country Estates as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to convert a section of South Border Avenue from a public roadway to a private roadway, heading south from the intersection of Border Avenue and Tierra Santa Blvd to the floodway, Weslaco, Hidalgo County, Texas authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the property owner requested a portion of Border Avenue be converted into a private roadway; owner has agreed to take over all maintenance of the section; there are no public utilities in the area and city is not able to provide maintenance as there is a gate located on both Border Avenue and Tierra Santa Blvd belonging to Tierra Santa Golf Course and Community. The Planning & Zoning Commission and staff recommended approval of the conversion to a private roadway.

In response to Mayor Pro Tem Muñoz, the roadway ends at the levee and does not serve any public purpose.

Mayor Pro Tem Muñoz seconded by Commissioner Pedraza moved to approve to convert a section of South Border Avenue from a public roadway to a private roadway heading south from intersection of Border Avenue and Tierra Santa Blvd. to the floodway, Weslaco as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve a Professional Services Agreement with Montalvo Insurance Agency for Loss Control and Risk Management in an amount of \$36,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Commissioner Farias abstained from discussion and vote.

Andrew Muñoz stated this was an annual agreement for loss control and risk management services; proposed fee is \$36,000 with an alternate proposal for additional hours for site inspections and COVID-19 training in the amount of \$7,500 for a total cost of \$43,500. Staff recommended approval of the annual agreement without the alternate proposal for a total cost of \$36,000.

Ramon Montalvo, Montalvo Insurance Agency, reported premium reductions in worker compensation claims down 55% in spite of higher payroll; premium savings has been over \$650,000 over the last four years; modifier had decreased to a credit of .46 from 1.04; safety awareness from staff good resulting in low claim activity with a projected saving of \$30,000. Jesus Villarreal, J.C. Villafranca Consulting Claims Services, stated work site accidents was down and additional hours requested would allow for more on-site inspections and the need of more meetings

being scheduled due to a reduction in class size because of COVID-19.

In response to Mayor Pro Tem Muñoz, the City Manager stated the positive results of savings is attributed to the joint efforts of the consultant and the employees; department heads being held accountable in carrying out the recommendations and corrective measures of safety issues observed and reported by the consultant. The City Manager recommended renewal at a fee of \$36,000 with no additional hours.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve a Professional Services Agreement with Montalvo Insurance Agency for Loss Control and Risk Management in the amount of \$36,000 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

G. Discussion and consideration on renewal of a one-year Advanced Education Consultant Agreement between the City of Weslaco and Armando A. Martinez to advance the EMS Training and Continuing Education of the Weslaco Fire Department EMS Division and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio Lopez, Fire Chief, stated this was an annual renewal; allows consultant to plan, develop and coordinate in-service training for EMS personal as well as in-house certification courses for continuing education. Staff recommended approval.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve a one-year Advanced Education Consultant Agreement between City of Weslaco and Armando A. Martinez to advance the EMS Training and Continuing Education of the Weslaco Fire Department EMS Division as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to approve Resolution 2021-22 authorizing publication of Notice of Intent to Issue Certificates of Obligation Series 2021 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Mike Perez, City Manager recommended approval stating the resolution authorizes the issuance of bonds for the public safety buildings and introduced Anne Burger Entrekin, Hilltop Securities.

Ms. Entrekin went over the bond buyers index stating the rate on February 18 was 2.17% and current rate is 2.44%; the 2021 bond issuance would be \$12,250,000 with no projected impact to tax rate; emphasized on timetable of events that included publication dates of March 8 and 15, receiving date of April 21; pricing on May 4 and closing date of May 27. The Resolution once adopted authorizes to proceed with the intent to issue Certificates of Obligation Series 2021.

Commissioner Kerr second by Commissioner Lopez moved to approve Resolution 2021-22 authorizing publication of Notice of Intent to Issue Certificates of Obligation Series 2021 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Following for the record is the resolution.

RESOLUTION NO. 2021-22

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

WHEREAS, the City Commission (the "City Commission") of the City of Weslaco, Texas (the "City"), finds that financing the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of the public property, as well as the payment of fees for professional services related thereto, described in Exhibit A hereto would be beneficial to the inhabitants of the City, and such property is needed to perform essential governmental functions; and the City Commission has determined that one or more series of certificates of obligation (the "Certificates of Obligation") should be issued pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Texas Local Government Code, for such purposes;

WHEREAS, prior to the issuance of the Certificates of Obligation, the City is required to publish notice of its intention to issue the Certificates of Obligation in a newspaper of general circulation in the City, the notice stating (i) the time and place the City Commission tentatively proposes to pass the ordinance authorizing the issuance of the Certificates of Obligation, (ii) the maximum amount of Certificates of Obligation proposed to be issued, (iii) the purposes for which the Certificates of Obligation are to be issued, and (iv) the manner in which the City Commission proposes to pay the Certificates of Obligation;

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

Section 1. Attached hereto and marked Exhibit A is the "Notice of intention to Issue Certificates of Obligation" (the "Notice"), the form and substance of which are hereby adopted and approved.

Section 2. Attached hereto and marked Exhibit B is a list of outstanding debt obligations of the City which the City designates as self-supporting debt for purposes of Subchapter C of Chapter 271, Texas Local Government Code, as amended.

Section 3. The Mayor or the City Secretary shall cause the Notice to be published in a newspaper, as defined in Section 2051.044, Texas Government Code, of general circulation in the City for two consecutive weeks, the date of first publication to be at least 45 days prior to the date tentatively set for adoption of one or more ordinances authorizing the issuance of the Certificates of Obligation.

Section 4. The Mayor and the City Secretary are hereby authorized and directed to execute the Certificate to which this Resolution is attached on behalf of the City Commission and to do any or all things proper and necessary to carry out the intent thereof.

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE is hereby given that it is the intention of the City Commission (the "City Commission") of the City of Weslaco, Texas (the "City") to adopt one or more ordinances providing for the issuance of one or more interest-bearing obligations of the City presently contemplated to be designated and known as the "CITY OF WESLACO, TEXAS CERTIFICATES OF OBLIGATION" (the "Certificates of Obligation") for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, purchasing, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, including (i) providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of City-owned property, to-wit, a fire station, a police station, and a library; and (ii) payment of contractual obligations for professional services in connection therewith (to-wit: consulting, engineering, financial advisory, and legal).

The City Commission tentatively proposes to authorize the issuance of the Certificates of Obligation (one or more series) at its regular meeting place at City Hall, Weslaco, Texas, at a meeting of the City Commission to be commenced at 5:30 p.m. on May 4, 2021, in a maximum total amount expected not to exceed \$12,250,000. In the event the City Commission will be unable to meet at this location on May 4, 2021, the City will post information on its website for

attending the meeting by telephone, teleconference, or other electronic means. The City Commission proposes to provide for payment of the Certificates of Obligation from a pledge of an annual ad valorem tax, as well as an additional subordinate lien pledge of surplus revenues not to exceed \$1,000 of the City's waterworks and sewer system.

In accordance with the provisions of Subchapter C of Chapter 271, Texas Local Government Code, as amended ("Chapter 271"), the following information has been provided by the City (excludes \$42,230,000 principal amount of outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes; provided, however, that in the event such self-supporting revenues sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations): The current principal of all outstanding debt obligations of the City is \$24,125,000, the combined principal and interest required to pay all currently outstanding debt obligations of the City on time and in full is \$30,839,398, the estimated combined principal and interest required to pay the Certificates of Obligation on time and in full is \$16,578,386, the estimated interest rate for the Certificates of Obligation is 2.85%, and the maximum maturity date of the Certificates of Obligation will not exceed the maximum allowed by law. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with one or more series of the Certificates of Obligation. The resolution designating certain outstanding debt obligations of the City as self-supporting for purposes of Chapter 271 is available upon request sent to the City at the address noted above.

/s/David Suarez
Mayor, City of Weslaco, Texas

EXHIBIT B

SELF-SUPPORTING DEBT OBLIGATIONS OF THE CITY

Certificates of Obligation, Series 2012	\$1,200,000
Certificates of Obligation, Series 2014	150,000
General Obligation Refunding, Series 2016	12,150,000*
General Obligation Refunding, Series 2017	19,045,000
General Obligation Refunding, Series 2020	9,685,000*
TOTAL	\$42,230,000

*Denotes par amount that is self-supporting

I. Discussion and consideration to ratify amendment to Commercial Contract for the sale of 400 S. Illinois Street to approve time extension and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

The City Manager stated previous commission action approved the sale of 400 S. Illinois; buyer has changed financial institution and will not meet the closing date outlined in the commercial sale contract and requested an extension. Staff recommended approval.

Mayor Pro Tem Muñoz seconded by Commissioner Rodriguez moved to approve and ratify amendment to Commercial Contract for sale of 400 S. Illinois Street for time extension as presented. Motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration of date and time for a City Commission Retreat to discuss the goals and objectives of Capital Outlay Projects and the 5-year plan. Possible action. (Staffed by City Manager.)

The City Manager stated jointly staff and the commission meet on a Saturday to discuss, review, and assess accomplished goals and objections from the 5-year capital improvements plan approved

and begin setting goals for the next 5-year capital projects. Staff recommended Saturday March 13th or 20th for a workshop retreat.

Discussion on dates followed with the consensus that March 27th was a more available date for the majority of the commission.

Commissioner Pedraza seconded by Mayor Pro Tem Muñoz moved to approve March 27, 2021 at 8:00am for a City Commission Retreat to discuss goals and objectives of Capital Outlay Projects and 5-year plan as presented. Motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration on amendment and extension of 14 days to the Local State of Disaster Declaration for the severe Winter Storm 2021 and any reports related to such executive orders and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

The City Manager recommended approval noting the declaration issued by the Mayor was for a seven day period; extension is needed to determine any damages from the winter storm and submit for state and federal funds stating landscaping was the most affected.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve amendment and extension of 14 days to the Local State of Disaster Declaration for severe Winter Storm 2021 as presented. Motion carried unanimously, Mayor Suarez present and voting.

L. Discussion and consideration of award of bid RFB No.:2020-21-05 Industrial Employee Uniform Service Contract to Alsco Linens and Uniform Rental Services for 3 years and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Omar Rodriguez, Parks and Recreation Director, stated bids for uniforms, Uniform Insurance Program and embroidered oxford shirts for supervisors for employees in Public Works, Parks, and Utility Departments (70 employees) were received from Unifirst and Alsco Linens and Uniforms Rental Services; bid terms included uniforms be laundered, maintained and steamed pressed. A committee reviewed and evaluated and recommended to award Alsco Linens and Uniform Services for the base bid of providing Industrial Employee Uniform Rental Services without the Uniform Insurance Program for a three year contract and award the Embroidered Oxford Shirts to Cintas.

Commissioner Kerr seconded by Commissioner Lopez moved to award Alsco Linens and Uniform Services for the base bid of providing Industrial Employee Uniform Rental Services without the Uniform Insurance Program for a three year contract and award the Embroidered Oxford Shirts to Cintas as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to award the Request for Bid No. 2020-21-07 to the best qualified, most advantageous bidder for the lease and maintenance of copiers on a three-year contract and authorize the Mayor to execute any related documents. Possible action. (Staffed by Information Technology Department.)

Martin Vela, IT Director, stated a total of eight bids for the lease and maintenance of copiers were received, evaluated, and tabulated by staff for twenty-one copiers. Staff recommended A three year contract to the most advantageous respondent Digital Office.

Mayor Pro Tem Muñoz seconded by Commissioner Pedraza moved to award a three-year contract to Digital Office for lease and maintenance of copiers as presented. Motion carried unanimously; Mayor present and voting.

N. Discussion and consideration on Hold Harmless Agreement between City of Weslaco and BFI Waste Services of Texas regarding residential garbage services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Olga Garza, Assistant Public Works Director, stated new and/or replacements of residential garbage bins from BFI has been delayed as a result of the pandemic; in preparations of sanitation services soon to be done by the city, garbage bins were purchased (100-96-gallon). Staff recommends in the event BFI is unable to provide a container in timely manner the City shall provide from the City's inventory to the customer but BFI will not pick-up unless it agrees to hold them harmless from any claims and or damages to our containers. Staff recommended approval of the agreement.

Commissioner Farias seconded by Commissioner Pedraza moved to approve Hold Harmless Agreement between City of Weslaco and BFI Waste Services of Texas as presented. The motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration to authorize the purchase of a 2022 Freightliner M2-106 Conventional Dump Truck from Doggett Freightliner of South Texas, LLC., Buyboard Vendor Contract No. 601-19, in the amount not to exceed \$101,127.99 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from vote and discussion.

Pete Garcia, Public Works Director, recommended approval stating this was budgeted under the capital outlay fiscal year 2020-2021 and will be used for water breaks, backfill material, and transportation of other material as needed.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve purchase of a 2022 Freightliner M2-106 Conventional Dump Truck from Doggett Freightliner of South Texas, LLC Buyboard vendor contract No. 601-19 in the amount not to exceed \$101,127.99 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

P. Discussion and consideration to approve Ordinance 2021-08 amending Ordinance 2011-28 adopting rates for brush and bulky items to multifamily structures effective April 1, 2021 and authorize Mayor to execute any related documents. First reading on Ordinance 2021-08. Possible action. (Staffed by Public Works Department.)

Olga Garza, stated staff recommended a \$3.00 per apartment fee be imposed for brush and bulky items to start on April 1, 2021; current ordinance for brush services does not impose any fee for commercial properties and apartments and residential; numerous complaints are received with the city ultimately picking up piles of brush and bulky items located outside of apartment properties. Staff recommended approval to amend the ordinance to include a fee for apartments.

In response to Mayor Suarez and Commissioners; there are 21,000 apartment units; BFI does not pick up brush and bulky items for apartments; City does not charge BFI when the City picks up from the apartment complexes; the fee would apply to the Housing Authority and staff will merit the need to consider a fee for commercial properties as well.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve Ordinance 2021-08 amending Ordinance 2011-28 adopting rates for brush and bulky items to multifamily structures effective April 1, 2021 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Q. Discussion and consideration on Approval of Ordinance 2021-09 for a Budget Amendment in the amount of \$450,000 in the General Fund for purchase of an Ambulance (COVID 19) and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-09. Possible action. (Staffed by Finance Department.)

Vidal Roman, Finance Director, stated the City recently purchased an ambulance for transfer of patients suspected and/or having COVID-19 symptoms to protect the health and welfare of the individuals in risk of this pandemic. Staff recommended approval noting the expenditure will be submitted for CARES act funding.

Commissioner Kerr seconded by Mayor Pro Tem Muñoz moved to approve Ordinance 2021-09 a Budget Amendment in the amount of \$450,000 in the General Fund for purchase of an Ambulance (COVID-19) as presented. Motion carried unanimously; Mayor Suarez was present and voting.

R. Discussion and consideration to authorize the solicitation of bids for construction of the Regional Detention Facility for the Pleasantview Drainage project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana, City Engineer, stated the Regional Detention Facility (RDF) for the Pleasantview drainage project was to be done in-house; the RDF entails a large excavation (~300k cy); current personnel and available equipment could make this a 16-month project and staff would like the RDF to be constructed before hurricane season. Additionally, the Kansas-Los Torritos Drainage Project requires that the proposed RDF be done by the City and Public Works can do this as it is smaller in volume. Staff recommended approval for solicitation of bids for the RDF for the Pleasantview drainage project that will have a more favorable timeline of completion if subcontracted.

Commissioner Kerr seconded by Commissioner Rodriguez moved to authorize the solicitation of bids for construction of the Regional Detention Facility for Pleasantview Drainage project as presented. The motion carried unanimously; Mayor Suarez was present and voting.

S. Discussion and consideration to approve Ordinance 2021-10, a Budget Amendment in an amount not to exceed \$25,000 for proposed professional engineering services and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-10. Possible action. (Staffed by Engineering Department.)

Albert Aldana stated the budget amendment would authorize engineering services for the preparation of plans for the proposed RDF for the Pleasantview drainage project; engineering department currently working on preparation of construction plans for UCP water/sewer improvements, plans for infrastructure for the public safety building; plans for Mayor Pablo Pena RDF and utility relocations and plans for Recycling Center on Border & Mile 5N. Staff recommended approval of a budget amendment stating fees for engineering services is estimated at less than \$25,000.

Commissioner Kerr seconded by Mayor Pro Tem Muñoz moved to approve Ordinance 2021-10 a Budget Amendment not to exceed \$25,000 for proposed professional engineering services as presented. The motion carried unanimously; Mayor Suarez was present and voting.

T. Discussion and consideration to approve a Change Order for time extension for the Pleasantview and 11th Street Drainage Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana recommended approval of the time extension; contractor (Rigney) requested additional contract days due to the delays in the delivery of materials (concrete boxes/pipes); delivery of the material was expected February 22nd and has been revised to March 1st; CAPA the supplier indicated final preparation on the box culverts were delayed a week due to the severe winter storm causing power outages.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve Change Order for time extension for Pleasantview and 11th Street Drainage Project as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VIII. EXECUTIVE SESSION

At 7:19 p.m. Mayor Pro Tem Kerr seconded by Commissioner Lopez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:24 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Personnel - Discussion regarding the goals, objectives, and evaluation of the Interim Human Resources Director for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to authorize staff begin the recruitment for a Human Resources Director as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

C. 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.

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

No action.

E. Legal Consultation - Consultation with City Attorney on potential litigation from Beto Perez as authorized by §551.071 of the Texas Government Code.

Commissioner Rodriguez seconded by Commissioner Lopez authorized the City Attorney proceed as discussed in executive on the potential litigation from Beto Perez. The motion carried unanimously; Mayor Suarez was present and voting.

F. Legal Consultation - Consultation with City Attorney regarding the Conditional Use Permit for Sr Mostacho located at 2307 W Interstate 2, Suite A, also being Lot 4, Town Center Subdivision Lots 2-9, Weslaco Original Townsite, Weslaco, Hidalgo County as authorized by section §551.071 of the Texas Government Code.

No action.

G. Economic Development - Consultation with City Attorney regarding financial offer or other incentives for Project Z & L as authorized by section §551.087 of the Texas Government Code.

No action.

H. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property located at Mid Valley Airport, 1909 Joe Stephens relating to Hanger B as authorized by section §551.072 of the Texas Government Code.

Commissioner Kerr seconded by Commission Rodriguez moved to approve amendment to the original offer to include right of first refusal in case of sale to the City as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

I. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property located on Dragon Fly Street as authorized by section §551.072 of the Texas Government Code.

Commissioner Kerr seconded by Commissioner Lopez moved to authorize staff proceed and hire appraiser to prepare appraisal of real property on Dragon Fly as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

J. Real Property– Consultation with City Attorney on the acquisition of real property legally described as 36.56 acres net and 1 acre net out of Farm Tract 1056 and the acquisition of the adjacent east 46.57 net acres as authorized by §551.072 of the Texas Local Government Code.

Commissioner Kerr abstained from discussion and vote.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to authorize EDC acquire real property from Lars Hansen described as 36.56 acres net and 1-acre net out of Farm Tract 1056 and the acquisition of the adjacent east 46.57 net as discussed in executive session. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

K. Real Property – Consultation with City Attorney on the purchase, exchange, lease or value of real property located on the Northeast corner of Interstate 2 and North Airport Drive intersection as authorized by §551.072 of the Texas Local Government Code.

Commissioner Lopez seconded by Commissioner Rodriguez moved to authorize the acquisition of real property from TXDOT located on the Northeast corner of Interstate 2 and North Airport Drive in the amount of \$670,000 subject to appraisal as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

X. ADJOURNMENT

Commissioner Rodriguez seconded by Commissioner Lopez moved to adjourn the meeting of March 2, 2021 at 8:27 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Norma A. Cantu, CITY SECRETARY



Standardized Agenda Request Form

Date of Meeting: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-3995
From: Rebekah De La Fuente		
Subject: Approval on Ordinance 2021-05 to rezone 3701 S. Westgate also being West Tract S330' & E440'-S495'-N990' Farm Tract 795 15 AC GR 14.77 AC NET, Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to M-1 Mobile home subdivision district and authorize the Mayor to execute any related documents. (First reading held March 2, 2021 staffed by Planning & Code Enforcement Department.)		
Background: The applicant is requesting to rezone property from R-2 Duplex and apartment district to M-1 Mobile home subdivision district. Forty-one (41) property owners within 200 feet of the applicant's property were notified by letter on January 22, 2021		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on January 18, 2021.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended denial of the rezone request based on surrounding land use at their regular meeting of February 3, 2021.		
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Deny.		
Staff Recommendation: Staff recommends denial based on surrounding land use and 2040 land use map.		
Attachments, if any: Rezone- 3701 S Westgate- Memo, Zoning Notice Opinion, Petition Letter- planning department letter--mobile, Petition Letter against rezone-3000 Blk S Westgate, 3701 S WESTGATE-M-1 -ATTACHMENTS, 3701 S Westgate- aerial, O2021-05 rezone 3701		

S Westgate
Responsibilities upon Approval: Staff will advise applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 3701 S Westgate

DATE: February 9, 2021

The property owner is proposing to develop a RV Park at proposed location. The 2040 Future Land Use Map has identified for this area to remain a R-1 One Family Dwelling District. During the public hearing the following property owners spoke out against the item citing issues with traffic and the depreciation in the values of their homes should the rezone be approved given the proposed use.

- Hannah McCann 3809 Tierra Escondido
- Mark Russell 3802 Tierra Escondido

The Planning & Zoning Commission recommended denial based on the existing use of the surrounding properties stating the proposed use would not conform the surrounding neighborhood.

Thank you,

Rebekah de la Fuente, CFM



LAW OFFICE OF
JUAN E. GONZALEZ

3110 E. Bus. 83, Weslaco, Texas 78596
TEL: (956) 447-5585
Fax: (956) 447-8637
email: juanegonzalez@jeglaw.net

February 17, 2021

David Suarez
Mayor
City of Weslaco
Weslaco, Texas 78596

Re: Notice Requirements for City
Commission-Rezoning

Dear Mr. Suarez:

This opinion is being prepared pursuant to a request from your office concerning the notice requirements for a City Commission meeting for a rezoning hearing. In preparing this opinion I have reviewed our City Ordinance, City Charter, the Texas Local Government Code, case law, attorney general opinions and several academic articles.

Chapter 150 of the City of Weslaco Code of Ordinances controls changes and amendments to the boundaries of the districts. In addition, Section 211.006 of the Texas Local Government Code also controls such changes and amendments. The City ordinance must comply with the state statute and may actually be more stringent (but not less stringent) than the state statute.

Section 211.006 (a) of the Texas Local Government Code states that “before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.” Our City ordinance is a little more stringent and states in Chapter 150-20 (c) that “notice of such hearing shall be given by publication twice in the official publication of the city stating the time and place of such hearing, which time shall not be earlier than 15 days from the first day of such publication.”

The regular City Commission meeting of February 16, 2021 was cancelled due to a weather related emergency. This agenda contained an item for a rezoning request. This meeting has now been reset for the week of February 22. The issue is whether the 15 day notice must be reposted and whether the Commission can conduct the public hearing and consider this item at the rescheduled meeting without restarting the clock on the 15 day notice required by state statute and our ordinance.

I was unable to find any case law or attorney general opinion directly on point and which dealt specifically with this issue. In this situation we must consider the plain meaning of the statute and the legislative body's intent as expressed by the language of the statute.

Ordinances are construed under the same rules of construction applicable to interpreting statutes. Bd. Of Adjustment of San Antonio v. Wende, 92 S.W. 3d 424, 430 (Tex. 2002). We must construe the statute's or ordinance's words according to their plain and common meaning unless a contrary intention is apparent from the context or unless such construction leads to absurd results. See Tex. Dept. of Transp. v. City of Sunset Valley, 146 S.W. 3d 637, 642 (Tex. 2004). The "party attacking the ordinance bears an 'extraordinary burden' to show 'that no conclusive or even controversial or issuable fact or condition existed' which would authorize the municipality's passage of the ordinance." City of Brookside Vill. 633 S.W. 2d at 792-93.

The language of our ordinance is very clear, notice must be given not earlier than 15 days before the hearing. In reviewing the remaining ordinance there is no other language or mention of this deadline. The statute is the same and lists no other provision. Based on the "plain and common meaning" of the ordinance and statute it is my opinion we do not have to wait another 15 days to hold the hearing. This position is also supported by the fact that both the City ordinance and state statute provide an opportunity to appeal the Commission's decision and the fact that any party attacking the ordinance bears an "extraordinary burden" to overturn a decision.

In an abundance of caution I agree with your position that the notice of the hearing should be reposted in the newspaper. However, based on my opinion above, this reposting does not require the City to wait fifteen days from said notice to conduct the hearing. Keep in mind that if twenty (20) percent of adjoining property owners protest the rezoning, the Commission must approve the amendment by a three fourths vote of the City Commission, not a three fourths vote of the Commissioners' present but three fourths of the total Commission.

If you have any questions or need additional information feel free to contact me at the address listed above.

Sincerely,

/s/ Juan E. Gonzalez

Juan E. Gonzalez

July 14, 2020

Rebekah De Le Fuente
Planning Director
City of Weslaco
255 S Kansas Ave
Weslaco, TX 78596

Dear Rebekah:

Thank you for speaking with me on the phone. I appreciate the time you took to explain to me the City Code on the project being proposed to sit adjacent to the Tierra Santa neighborhood. I would like to take this opportunity to express my views on the project.

I am a resident of the Tierra Santa community and have lived here since 2012. For the most part, I have enjoyed my time living in the community, meeting my neighbors, playing golf, and, for a while, serving on the Tierra Santa POA Board to make an attempt to make Tierra Santa the gem that it should be for the City of Weslaco.

Now, sadly, less than a year from my last letter of opposition to a project proposed by Mr. Reyna, I must approach you and the Zoning Committee again to ask you to take action to help preserve the Tierra Santa neighborhood and the Tierra Santa Golf Course as the destination features they should be for Weslaco!

My husband and I vehemently oppose this project. This is for the following reasons:

- 1) Allowing a Mobile Home community adjacent to the Tierra Santa Residential Community will cause residences within the community to incur a serious loss in home value and resale value. This will be particularly true for those living in the Tierra De Oro section of Tierra Santa which will share a boundary with the Mobile Home Community. We all purchased homes in Tierra Santa to partake of the increased security and common desire for a well-kept and pleasant neighborhood. We will now lose the secure, beautiful, and neighborly community we believed we were buying into and

it will be compounded when Mr. Reyna begins construction on his Event Center at the Golf Course. Tierra de Oro home values will plummet as we will be completely cut out of Tierra Santa and also completely bordered by a Mobile home park.

- 2) The traffic created by the Mobile Home Park will cause delays and unsafe situations for those living in the Mobile Home Park, the Tierra Santa community, and for customers of the Golf Course. People living in the Mobile Home Park, who will have to cross through the existing median, will create a "long line issue" for those seeking entrance to the Tierra Santa community when the gate is closed. In addition, other traffic issues will be created by increased presence of school buses and/or other large vehicles that would need access to service both the Mobile Home Park and/or Tierra Santa.
- 3) Finally, Mr. Reyna wants to increase the viability of his Golf Course by adding an Event Center. I do not see how placing a mobile home park at the entrance to what is supposed to be a destination for events such as weddings, Quince's, golf tournaments, a nice dinner out, etc. will encourage people to frequent Tierra Santa, never mind make a commitment to making their home there! It would be far more advantageous for him to rezone it to make more homes within the Tierra Santa community.

I am hoping the Weslaco Planning and Zoning Commission can see that these requests are very appropriate and will serve to protect Tierra Santa as a beautiful and desirable neighborhood and destination location for the City of Weslaco!

Thank you

Hannah B. McCann
David R. McCann
3809 Tierra Escondida
Weslaco, Texas 78596
956-998-8931

Rebekah M. De La Fuente

From: Mike Perez
Sent: Thursday, February 11, 2021 7:34 AM
To: Nelda Garcia
Cc: Rebekah M. De La Fuente
Subject: RE: Appealing of zoning

Ms. Garcia, we will share your email with the Mayor and City Commission relating to your concerns. I believe you know that staff is recommending against the rezoning. mike

From: Nelda Garcia <Nelda.Garcia@ideapublicschools.org>
Sent: Wednesday, February 10, 2021 2:13 PM
To: Mike Perez <mrperez@weslacotx.gov>
Cc: neldagg@yahoo.com
Subject: Appealing of zoning

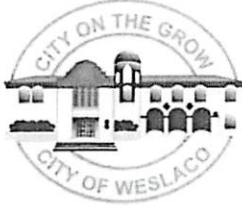
Good afternoon Mr. Perez. I am writing to you about my appeal fo the rezoning of our residential area. I attended and spoke in the meeting opposing the change for a multi-family living because Zeke Reyna wanted to make apartment complexes. I live on 3000 block of S. Westgate, in the entrance od Tierra Santa along with 5 other residents of which 4 of them have elderly retired adults who are related and able to visit one another by walking (assisted) to each others house. With the addition and annexation of Tierra Santa, the traffic and speed of the daily use is quite frightening. It doesn't seem to matter the opposition, the rezoning was passed. Well now, we received another notice of Zeke Reyna wanting to add a mobile home area, directly in front of Tierra Santa and there will also be a hearing. I know the "Notification of Impact" letter is necessary to seem that formal communication was made to surrounding area, but it seems they do not take the appeals into consideration. I even made an appeal to Hidalgo County for my taxes, since this will devaluate my property, with no avail. Now the addition of a mobile home park, again is frightening of the demographics of the owners and devaluation of my property. Is the purpose of the hearings just for repercussions of not conducting them? I know Zeke Reyna is a major influence in the growth of our city, but at what expense?

Thank you for your time with this matter.

Nelda Garcia
Operations Assistant | Headquarters RGV
956-373-1236 | Nelda.Garcia@ideapublicschools.org
Join IDEA's Team and Family: [Apply Today](#) | [Refer-A-Friend](#)
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[IDEA Public Schools](#) believes that each and every child can go to college. Since 2000, IDEA Public Schools has grown from a small school with 150 students to the fastest-growing network of tuition-free, Pre-K-12 public charter schools in the United States. Currently, the network serves 63,000 college-bound students in 120 schools across Texas and Louisiana. IDEA has been recognized as a "Great Place to Work" and received national rankings on The Washington Post and U.S. News & World Report's Top High Schools lists. IDEA remains on-track to uphold its legacy of sending 100% of its graduates to college.



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. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot West Tracts 330 & 440 - 5495 N 990 FT 795 15 AC Block GR 1477 AC Net

Subdivision Name _____

Street Address S. Westgate Dr. 3701 S Westgate Dr.

Existing Zoning R2-multi Existing Land Use _____

Proposed Zoning M1 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 (936) 968-2829

Address 702 W. Expressway 83 Fax: (936) 969-9634

City Weslaco State TX Zip Code 78599 E-Mail: Sonia.reynaprop@gmail.com

OWNER

Name Ezequiel Reyna Jr. Phone (936) 968-2829

Address 702 W. Expressway 83 Fax: (936) 969-9634

City Weslaco State TX Zip Code 78599 E-Mail: Sonia.reynaprop@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 11/8/21
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

Property Tax Balance

[Begin a New Search](#) [Go to Your Portfolio](#)

Shopping Cart: For your convenience you may pay several accounts at once if you pay by eCheck. Click the 'Pay by eCheck' button to add this account to the shopping cart. Additional accounts can be clicking 'Begin a New Search' or 'Find Another Account', then doing a search again and, for each account, clicking the 'Pay by eCheck Now' button. Up to 50 accounts may be paid at one time. Accounts are not saved in the shopping cart after you begin entering payment information.

Scheduling Payments: If you are paying by eCheck, you may choose to pay now or in the future. You may schedule one payment in the future or recurring payments. To do this, select 'Schedule E-Check Payment' after adding account(s) to the shopping cart.

Unless otherwise noted, all data refers to tax information for 2020. All amounts due include penalty, interest, and attorney fees when applicable.

Account Number: W380000795000080

Pending Credit Card or eCheck Payments:
No Payment Pending

Appraisal District Number: 327142

Pay by Credit Card

Address:
COTTONFIELDS LTD
702 W EXPRESSWAY 83 STE 100
WESLACO, TX 78599-4379

Credit/debit card payments will take 4-5 business days to post. A convenience fee will be added if you pay by credit card.

Property Site Address:
S WESTGATE DR

Pay by eCheck

Legal Description:
WEST TRACT S330' & E440'-S495'-N990' FT
795 15 AC GR 14.77 AC NET

(Pay single or multiple accounts by eCheck. Pay now or schedule future payments without a convenience fee.)

Current Tax Levy: \$2,645.39

Print Current Statement

Current Amount Due: \$0.00

Print Delinquent Statement

Prior Year Amount Due: \$0.00

[Register for Certified Statements by E-mail](#)

Total Amount Due: \$0.00

Gross Value: \$101,193

Last Payment Amount for Current Year Taxes:
\$2,645.39

Land Value: \$56,126

Last Payer for Current Year Taxes:
REYNA FAMILY DEVELOPMENT LTD

Improvement Value: \$45,067

Capped Value: \$0

Last Payment Date for Current Year Taxes:
12/14/2020

Agricultural Value: \$0

Active Lawsuits: None

Exemptions:
None

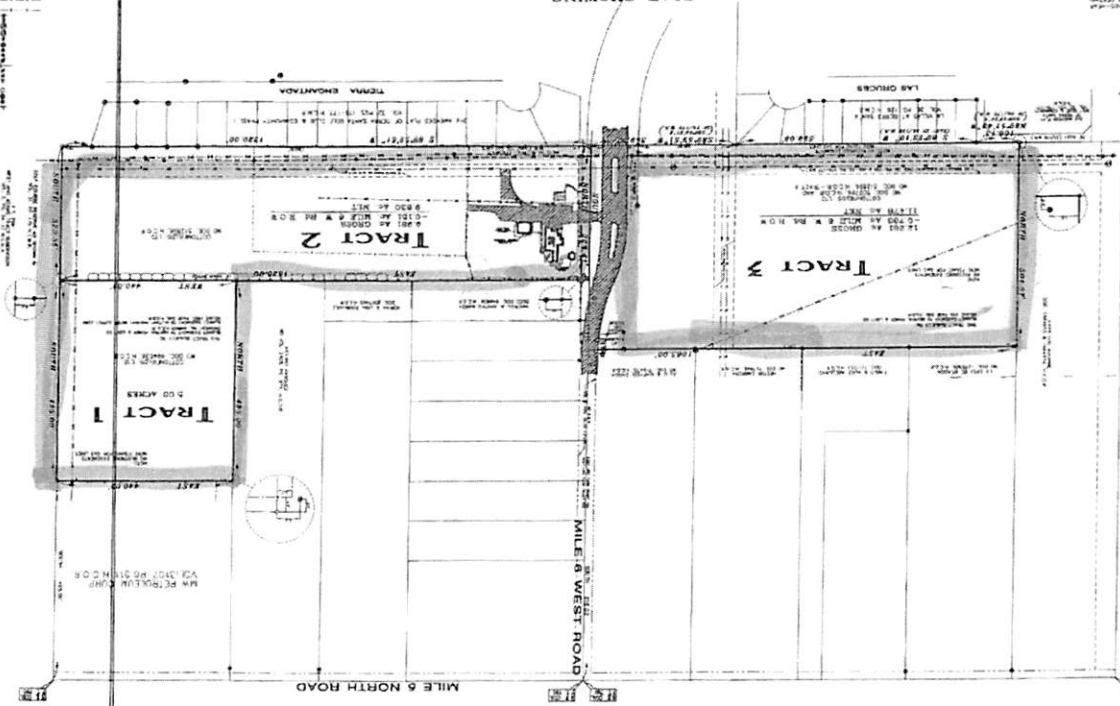
[Exemption and Tax Rate Information](#)

[Taxes Due Detail by Year and Jurisdiction](#)

[Payment Information](#)

[Print a Current Tax Statement](#)

[Click Here](#) to see your estimated amount due for a different date. You can see this information by year and by both year and jurisdiction.

[illegible]

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

PLANNING DEPARTMENT

January 22, 2021

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 3, 2021, and the City Commission will hold a public hearing on February 16, 2021 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue and via zoom 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: +1 346 248 7799; Meeting ID: 832 0582 2197

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 February 3, 2021. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

Ezequiel Reyna Jr. is requesting to rezone 3701 S. Westgate. Also being West Tract S330' & E440'-S495'-N990'FT 795 15 AC GR 14.77 AC NET, Hidalgo County, and Texas from R-2 Duplex and apartment district.to M-1 Mobile home subdivision district.

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.

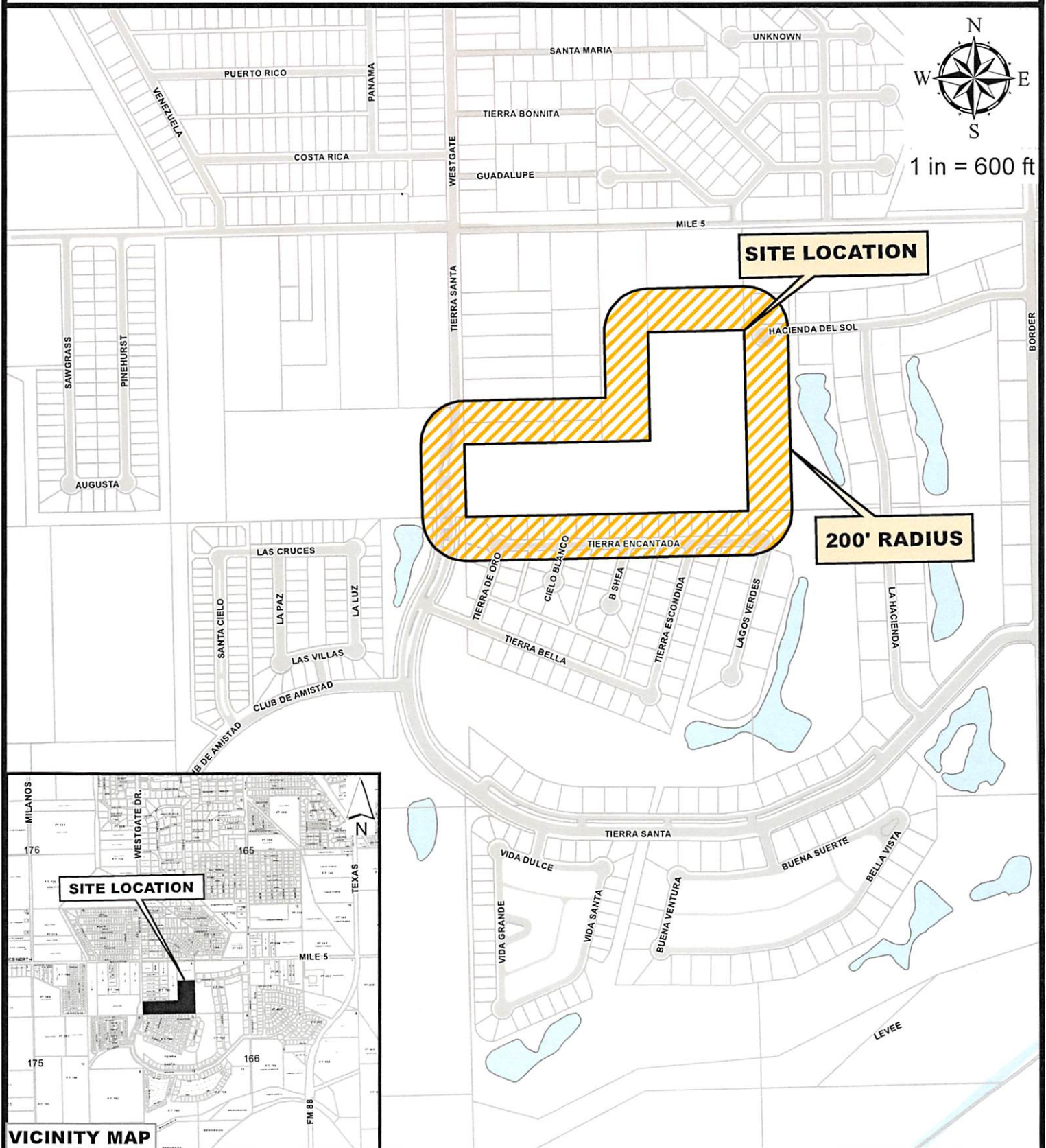
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department



VICINITY MAP

Ezequiel Reyán Jr.
3701 South Westgate Dr.
WEST TRACT S330' & E440'-S495'-N990'
FT 795 15 AC GR 14.77 AC NET
Block 66, F.T. 795

Purpose for the Rezoning request

Existing zoning:	R-2
Existing land use:	Multifamily
Proposed zoning:	M-1
Proposed land use:	Mobile Home Subdivision



JAN 21, 2021

PIATER ERIC W 1310 TIERRA ENCANTADA WESLACO TX 78596-5869	T5438-01-003-0023-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 23 BLK 3 1310 TIERRA ENCANTADA	L: 30856 B: 203796
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599-4379	T5438-01-003-0024-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 24 BLK 3 1314 TIERRA ENCANTADA	L: 16748 B: 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599-4379	T5438-01-003-0025-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 25 BLK 3 1318 TIERRA ENCANTADA	L: 16748 B: 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599-4379	T5438-01-003-0026-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 26 BLK 3 1402 TIERRA ENCANTADA	L: 16748 B: 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599-4379	T5438-01-003-0027-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 27 BLK 3 1406 TIERRA ENCANTADA	L: 16748 B: 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599-4379	T5438-01-003-0028-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 28 BLK 3 1410 TIERRA ENCANTADA	L: 16748 B: 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599-4379	T5438-01-003-0029-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 29 BLK 3 1414 TIERRA ENCANTADA	L: 16748 B: 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599-4379	T5438-01-003-0030-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 30 BLK 3 1502 TIERRA ENCANTADA	L: 16748 B: 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599-4379	T5438-01-003-0031-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 31 BLK 3 1506 TIERRA ENCANTADA	L: 16748 B: 0
REYNA, EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78596-4379	T5438-01-003-0032-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 32 BLK 3 1510 TIERRA ENCANTADA	L: 16748 B: 0
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599-4379	T5438-01-003-0033-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 33 BLK 3 1514 TIERRA ENCANTADA	L: 16748 B: 0
GONZALEZ SANTIAGO JR & LOIS 1307 S CLOSNER EDINBURG TX 78539-5665	T5438-01-003-0034-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 34 BLK 3 1518 TIERRA ENCANTADA	L: 16748 B: 0

JAN 21, 2021

DK III CONSTRUCTION INC 704 W EXPRESSWAY 83 STE 100 WESLACO TX 78599	T5438-01-003-0035-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 35 BLK 3 1522 TIERRA ENCANTADA	L: 16748 B: 163085
REYNA EZEQUIEL JR & LIVIA 702 W EXPRESSWAY 83 STE 100 WESLACO TX 78599-4379	T5438-01-003-0036-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 36 BLK 3 1602 TIERRA ENCANTADA	L: 19411 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
SOLIS PEDRO OSCAR JR & MARTHA A 3810 TIERRA DE ORO WESLACO TX 78596-8551	T5438-01-003-0039-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 39 BLK 3 3810 TIERRA DE ORO	L: 31552 B: 213376
CASTILLO, ISMAEL PO BOX 861 PROGRESO TX 78579-0861	T5438-01-003-0065-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 65 BLK 3 3836 CIELO BLANCO	L: 27718 B: 0
PERALES JULIO 808 E 27TH ST WESLACO TX 78596-8105	T5438-01-003-0071-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 71 BLK 3 3802 CIELO BLANCO	L: 28246 B: 0
MILAN WHERTER CRUZ & MARIA N 501 N BRIDGE ST PMB 402 HIDALGO TX 78557-2530	T5438-01-003-0072-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 72 BLK 3 3805 TIERRA DE ORO	L: 25978 B: 0
PHARR LEASING GROUP LLC 1543 DUSTY CANYON HENDERSON NV 89052-3161	T5438-01-005-0001-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 1 BLK 5 3802 LAGOS VERDES	L: 59366 B: 0
DAY LAWRENCE 1543 DUSTY CANYON ST HENDERSON NV 89052-3161	T5438-01-005-0009-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 9 BLK 5 3834 LAGOS VERDES	L: 70079 B: 0
NEW YORK LIFE INSURANCE & 1661 WORTHINGTON RD SUITE 100 WEST PALM BEACH FL 33409-6493	T5438-01-005-0010-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 1 LOT 10 BLK 5 1210 HACIENDA DEL SOL	L: 71230 B: 502518
MCCANN DAVID R & HANNAH B 3809 TIERRA ESCONDIDA WESLACO TX 78596-3789	T5438-02-003-0022-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 2 LOT 22 BLK 3 3809 TIERRA ESCONDIDO	L: 25471 B: 190219

City of Weslaco Code Enforcement Dept.

JAN 21, 2021

WESLACO ISD PO BOX 2916 MCALLEN TX 78502-2916	T5438-02-003-0055-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 2 LOT 55 BLK 3 3810 TIERRA ESCONDIDO	L: 23742 B: 0
NEGRETE MIGUEL A 1601 W BUSINESS 83 STE B WESLACO TX 78596-5503	T5438-02-003-0056-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 2 LOT 56 BLK 3 3830 B SHEA	L: 31923 B: 0
JONES JEFFERY A & DIANA 3800 B SHEA WESLACO TX 78596-9519	T5438-02-003-0064-00 TIERRA SANTA GOLF CLB & COMMUNIT Y PH 2 LOT 64 BLK 3 3800 B SHEA	L: 32381 B: 198848
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
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
MENA OSCAR JR & MELISSA 3611 S WESTGATE DR WESLACO, TX 78596	W3800-00-795-0000-08 WEST TRACT W440'-S99'-N891' FT 7 95 1AC GR 0.93AC NET 3611 S WESTGATE DR	L: 27555 B: 0
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 S WESTGATE	L: 27555 B: 8388
VASQUEZ ARTURO & FRANCES RR 2 BOX 523A WESLACO TX 78596	W3800-00-795-0000-72 WEST TRACT W220'-E660'-N990' FT 795 5.0AC GR 4.85AC NET 0 MILE 5 NORTH	L: 0 B: 108
SANCHEZ OLGA RR 7 BOX 152F WESLACO TX 78596	W3800-00-795-0000-75 WEST TRACT E220'-W660'-S210.50'- N594' FT 795 1.06AC 0 MILE 5 NORTH	L: 10070 B: 19793

JAN 21, 2021

COTTONFIELDS, LTD	W3800-00-795-0000-80	L: 23750
702 W EXPRESSWAY 83 STE 100	WEST TRACT S330' & E440'-S495'-N	B: 72106
WESLACO TX 78596-4379	990' FT 795 15 AC GR 14.77 AC NE	
	0 S WESTGATE DR	
MW PETROLEUM CORP	W3800-00-795-0000-96	L: 104420
2000 POST OAK BLVD STE 100	WEST TRACT E440'-N495' FT 795 5.	B: 3300
HOUSTON TX 77056-4497	0AC GR 4.70AC NET	
	1301 W MI 5 N RD	
RODRIGUEZ ADRIAN & LIDIA	W3800-00-795-0000-97	L: 20145
1421 W MILE 5 N	WEST TRACT E200'-W660'-S96'-N990	B: 12711
WESLACO TX 78596-4697	' FT 795 0.44AC NET	
	1421 W 34TH ST	
REYNA, EZEQUIEL JR & LIVIA	W3800-00-796-0000-00	L: 151487
702 W EXPRESSWAY 83 STE 100	WEST TRACT 22.87AC GOLF COURSE F	B: 33000
WESLACO TX 78596-4379	T 796 22.87AC GR 22.78AC NET	
	0 MILE 5 NORTH RD	
REYNA, EZEQUIEL JR & LIVIA	W3800-00-797-0000-05	L: 78624
702 W EXPRESSWAY 83 STE 100	WEST TRACT 18.20AC-FT 797 GOLF C	B: 35000
WESLACO TX 78596-4379	OURSE	
	0 BORDER AVE	

Rezone Request

R-2 to M-1

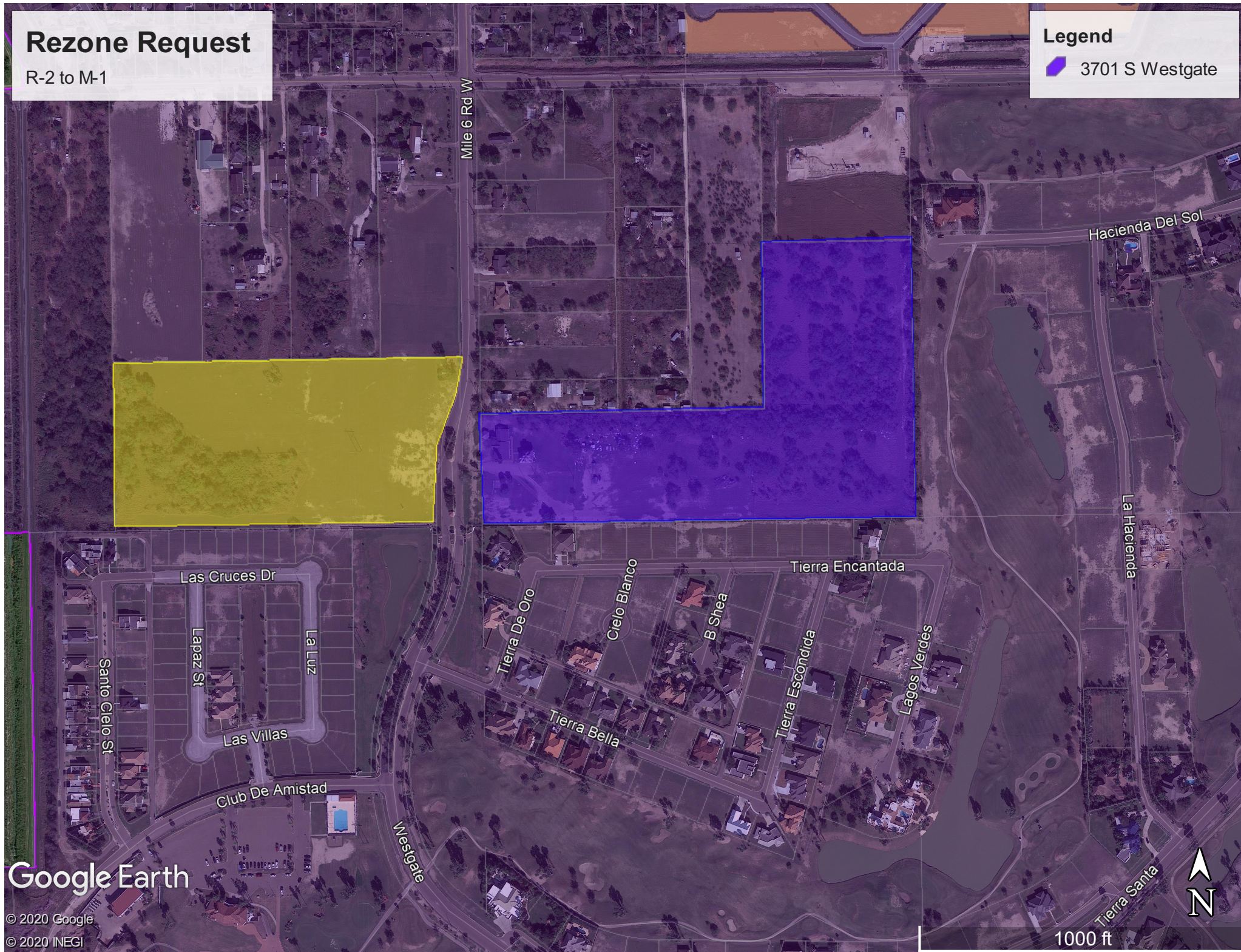
Legend

 3701 S Westgate

Google Earth

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1000 ft



ORDINANCE NO. 2021-05

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 3701 S. WESTGATE. ALSO BEING WEST TRACT S330' & E440'-S495'-N990'FT 795 15 AC GR 14.77 AC NET, WESLACO HIDALGO COUNTY, FROM R-2 DUPLEX AND APARTMENT DISTRICT. TO M-1 MOBILE HOME SUBDIVISION DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-2 Duplex and apartment district.to M-1 Mobile home subdivision district located at 3701 S. Westgate. Also being West Tract S330' & E440'-S495'-N990'FT 795 15 AC GR 14.77 AC NET, Weslaco, Hidalgo County, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 2nd day of March 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 16th day of March, 2021.

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: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-3996	
From: Rebekah De La Fuente			
Subject: Approval on Ordinance 2021-06 to rezone 3702 S. Westgate also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to M-1 Mobile home subdivision district and authorize the Mayor to execute any related documents. (First reading held March 2, 2021; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-2 Duplex and apartment district to M-1 Mobile home subdivision district. Forty (40) property owners within 200 feet of the applicant's property were notified by letter on January 22, 2021.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on January 18, 2021.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request based on surrounding land use at their regular meeting of February 3, 2021.			
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Deny.			
Staff Recommendation: Staff recommends denial based on surrounding land use and 2040 land use map.			
Attachments, if any: Rezone- 3702 S Westgate- Memo, Zoning Notice Opinion, 3702 S WESTGATE M-1- ATTACHMENTS, 3702 S Westgate- aerial, O2021-06 rezone 3702 S Westgate-			

Responsibilities upon Approval:

Staff will advise applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 3701 S Westgate

DATE: February 9, 2021

The property owner is proposing to develop a RV Park at proposed location. The 2040 Future Land Use Map has identified for this area to remain a R-1 One Family Dwelling District.

The Planning & Zoning Commission recommended denial based on the existing use of the surrounding properties stating the proposed use would not conform the surrounding neighborhood.

Thank you,

Rebekah de la Fuente, CFM



LAW OFFICE OF
JUAN E. GONZALEZ

3110 E. Bus. 83, Weslaco, Texas 78596
TEL: (956) 447-5585
Fax: (956) 447-8637
email: juanegonzalez@jeglaw.net

February 17, 2021

David Suarez
Mayor
City of Weslaco
Weslaco, Texas 78596

Re: Notice Requirements for City
Commission-Rezoning

Dear Mr. Suarez:

This opinion is being prepared pursuant to a request from your office concerning the notice requirements for a City Commission meeting for a rezoning hearing. In preparing this opinion I have reviewed our City Ordinance, City Charter, the Texas Local Government Code, case law, attorney general opinions and several academic articles.

Chapter 150 of the City of Weslaco Code of Ordinances controls changes and amendments to the boundaries of the districts. In addition, Section 211.006 of the Texas Local Government Code also controls such changes and amendments. The City ordinance must comply with the state statute and may actually be more stringent (but not less stringent) than the state statute.

Section 211.006 (a) of the Texas Local Government Code states that “before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.” Our City ordinance is a little more stringent and states in Chapter 150-20 (c) that “notice of such hearing shall be given by publication twice in the official publication of the city stating the time and place of such hearing, which time shall not be earlier than 15 days from the first day of such publication.”

The regular City Commission meeting of February 16, 2021 was cancelled due to a weather related emergency. This agenda contained an item for a rezoning request. This meeting has now been reset for the week of February 22. The issue is whether the 15 day notice must be reposted and whether the Commission can conduct the public hearing and consider this item at the rescheduled meeting without restarting the clock on the 15 day notice required by state statute and our ordinance.

I was unable to find any case law or attorney general opinion directly on point and which dealt specifically with this issue. In this situation we must consider the plain meaning of the statute and the legislative body's intent as expressed by the language of the statute.

Ordinances are construed under the same rules of construction applicable to interpreting statutes. Bd. Of Adjustment of San Antonio v. Wende, 92 S.W. 3d 424, 430 (Tex. 2002). We must construe the statute's or ordinance's words according to their plain and common meaning unless a contrary intention is apparent from the context or unless such construction leads to absurd results. See Tex. Dept. of Transp. v. City of Sunset Valley, 146 S.W. 3d 637, 642 (Tex. 2004). The "party attacking the ordinance bears an 'extraordinary burden' to show 'that no conclusive or even controversial or issuable fact or condition existed' which would authorize the municipality's passage of the ordinance." City of Brookside Vill. 633 S.W. 2d at 792-93.

The language of our ordinance is very clear, notice must be given not earlier than 15 days before the hearing. In reviewing the remaining ordinance there is no other language or mention of this deadline. The statute is the same and lists no other provision. Based on the "plain and common meaning" of the ordinance and statute it is my opinion we do not have to wait another 15 days to hold the hearing. This position is also supported by the fact that both the City ordinance and state statute provide an opportunity to appeal the Commission's decision and the fact that any party attacking the ordinance bears an "extraordinary burden" to overturn a decision.

In an abundance of caution I agree with your position that the notice of the hearing should be reposted in the newspaper. However, based on my opinion above, this reposting does not require the City to wait fifteen days from said notice to conduct the hearing. Keep in mind that if twenty (20) percent of adjoining property owners protest the rezoning, the Commission must approve the amendment by a three fourths vote of the City Commission, not a three fourths vote of the Commissioners' present but three fourths of the total Commission.

If you have any questions or need additional information feel free to contact me at the address listed above.

Sincerely,

/s/ Juan E. Gonzalez

Juan E. Gonzalez



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. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot West Tract E1065-S501.97FTT9012.27AC GR Block 11.92AC Net

Subdivision Name _____

Street Address Westgate Dr. 3702 S Westgate.

Existing Zoning R-2 multi Existing Land Use _____

Proposed Zoning M-1 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) 916-2829

Address 702 W. Expressway 83 Fax: (956) 916-9634

City Weslaco State TX Zip Code 78599 E-Mail: Sonia.reynaprop@gmail.com

OWNER

Name Ezequiel Reyna Jr. Phone (956) 916-2829

Address 702 W. Expressway 83 Fax: (956) 916-9634

City Weslaco State TX Zip Code 78599 E-Mail: Sonia.reynaprop@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 1/8/21

Owner

Signature _____ Date _____

Applicant

Signature _____ Date _____

Authorized Agent

Property Tax Balance

[Begin a New Search](#) [Go to Your Portfolio](#)

Shopping Cart: For your convenience you may pay several accounts at once if you pay by eCheck. Click the 'Pay by eCheck' button to add this account to the shopping cart. Additional accounts can be clicking 'Begin a New Search' or 'Find Another Account', then doing a search again and, for each account, clicking the 'Pay by eCheck Now' button. Up to 50 accounts may be paid at one time. Accounts are not saved in the shopping cart after you begin entering payment information.

Scheduling Payments: If you are paying by eCheck, you may choose to pay now or in the future. You may schedule one payment in the future or recurring payments. To do this, select 'Schedule E-Check Payment' after adding account(s) to the shopping cart.

Unless otherwise noted, all data refers to tax information for 2020. All amounts due include penalty, interest, and attorney fees when applicable.

Account Number: W380000790000005

Pending Credit Card or eCheck Payments:
No Payment Pending

Appraisal District Number: 503955

Pay by Credit Card

Address:
COTTONFIELDS LTD
702 W EXPRESSWAY 83 STE 100
WESLACO, TX 78599-4379

Credit/debit card payments will take 4-5 business days to post. A convenience fee will be added if you pay by credit card.

Property Site Address:
WESTGATE DR

Pay by eCheck

Legal Description:
WEST TRACT E1065'-S501.97' FT 790 12.27
AC GR 11.92 AC NET

(Pay single or multiple accounts by eCheck. Pay now or schedule future payments without a convenience fee.)

Current Tax Levy: \$125.58

Print Current Statement

Current Amount Due: \$125.58

Print Delinquent Statement

Prior Year Amount Due: \$0.00

[Register for Certified Statements by E-mail](#)

Total Amount Due: \$125.58

Gross Value: \$113,240

Last Payment Amount for Current Year Taxes:
Not Received

Land Value: \$113,240

Last Payer for Current Year Taxes:
Not Received

Improvement Value: \$0

Last Payment Date for Current Year Taxes:
Not Received

Capped Value: \$0

Agricultural Value: \$4,804

Active Lawsuits: None

Exemptions:
None

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[Payment Information](#)

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[Click Here](#) to see your estimated amount due for a different date. You can see this information by year and by both year and jurisdiction.

Taxes Due Detail by Year[Begin a New Search](#) [Go to Your Portfolio](#)[Return to the Previous Page](#) [Taxes Due by Jurisdiction](#)**Taxes Due as of** Fri Jan 08 12:56:28 CST 2021**Account No.:** W380000790000005**Appr. Dist. No.:** 503955**Active Lawsuits** None

* Additional Collection Costs

Year	Base Tax Due	IF PAID BY February 1, 2021		IF PAID BY March 1, 2021		IF PAID BY March 31, 2021	
		Penalty, Interest, and ACC*	Total Due	Penalty, Interest, and ACC*	Total Due	Penalty, Interest, and ACC*	Total Due
2020	\$125.58	\$0.00	\$125.58	\$8.80	\$134.38	\$11.30	\$136.88
Total Amount Due:	\$125.58	\$0.00	\$125.58	\$8.80	\$134.38	\$11.30	\$136.88

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HIDALGO COUNTY TAX OFFICE
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157
You may also [e-mail](#) the office.

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City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

PLANNING DEPARTMENT

January 22, 2021

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 3, 2021, and the City Commission will hold a public hearing on February 16, 2021 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue and via zoom 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: +1 346 248 7799; Meeting ID: 832 0582 2197

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 February 3, 2021. A staff member will contact you with instructions via phone call to address your public comment.

REZONE 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-2 Duplex and apartment district. to M-1 Mobile home subdivision district.

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.

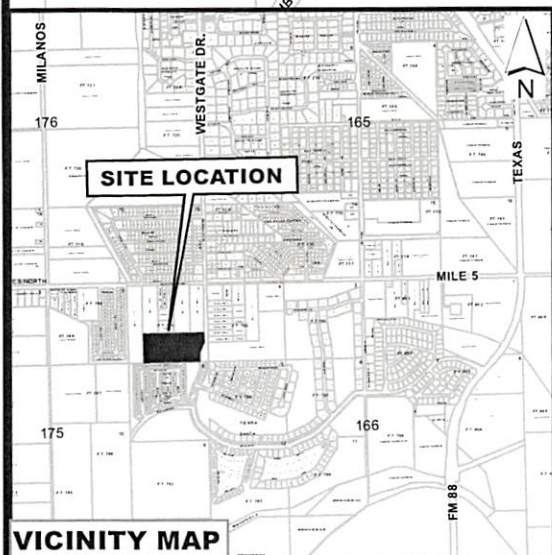
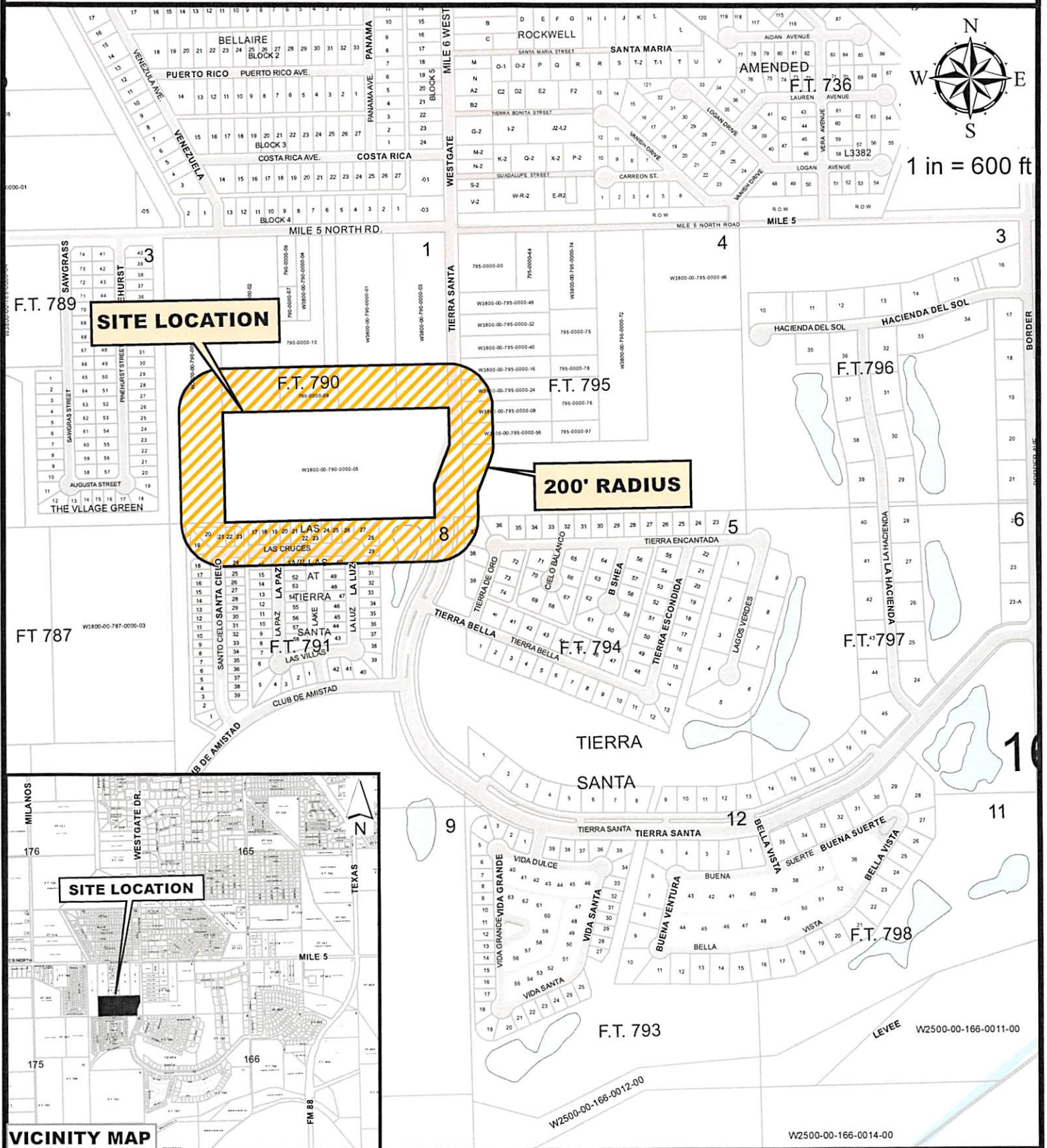
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department



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-2
Existing land use: Multifamily
Proposed zoning: M-1
Proposed land use: Mobile Home Subdivision



JAN 21, 2021

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

JAN 21, 2021

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

JAN 21, 2021

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 MILE 5 NORTH	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
MENA OSCAR JR & MELISSA 3611 S WESTGATE DR WESLACO, TX 78596	W3800-00-795-0000-08 WEST TRACT W440'-S99'-N891' FT 7 95 1AC GR 0.93AC NET 3611 S WESTGATE DR	L: 27555 B: 0

JAN 21, 2021

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 S WESTGATE	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

Rezone Request

R-2 to M-1

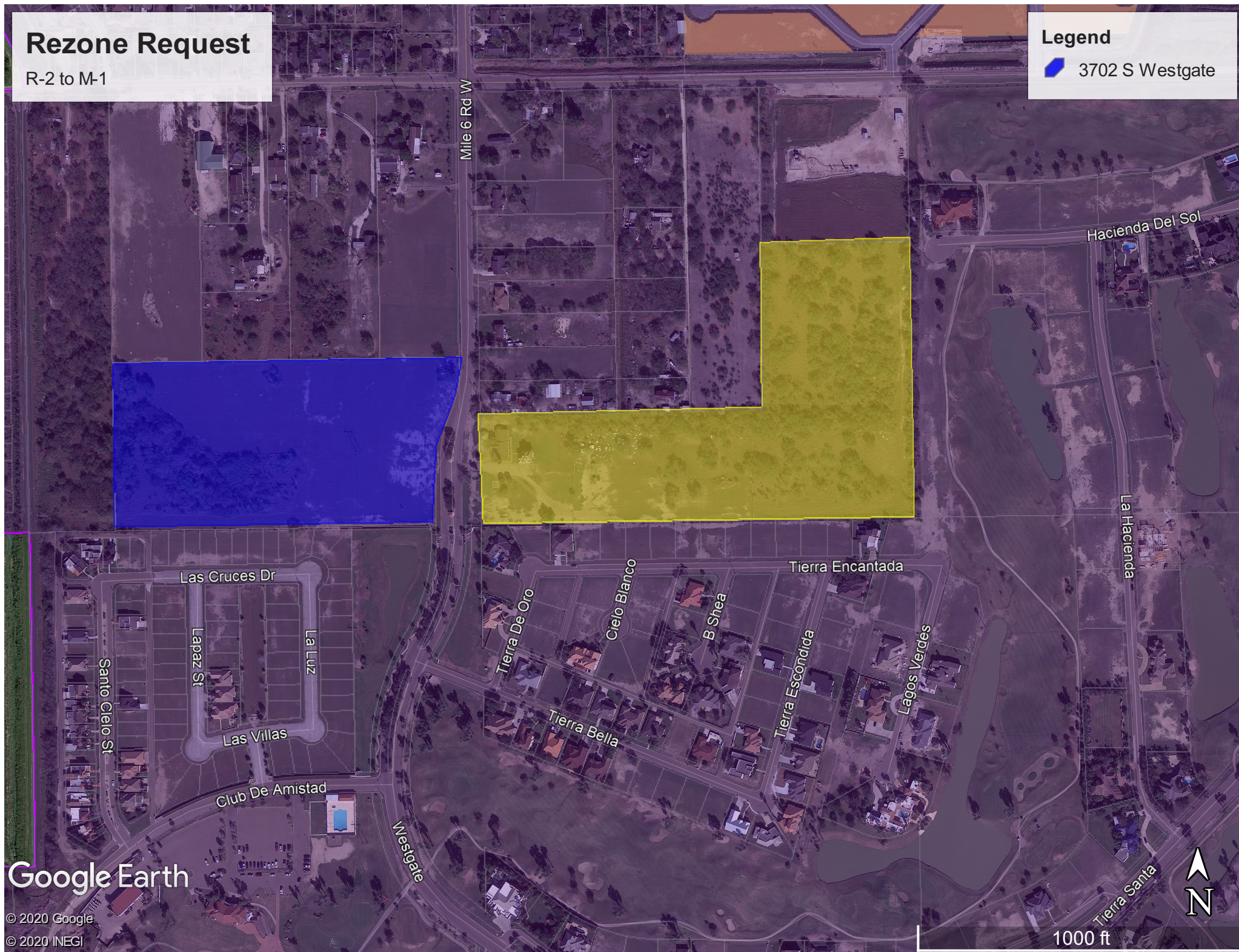
Legend

 3702 S Westgate

Google Earth

© 2020 Google
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1000 ft



ORDINANCE NO. 2021-06

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 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, WESLACO HIDALGO COUNTY, FROM R-2 DUPLEX AND APARTMENT DISTRICT TO M-1 MOBILE HOME SUBDIVISION DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-2 Duplex and apartment district to M-1 Mobile home subdivision district located at 3702 S. Westgate. Also being West Tract E1065'-S501.97' Farm Tract 790 being 12.27 AC GR 11.92 AC NET, Weslaco, Hidalgo County, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 2nd day of March 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 16th day of March 2021.

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: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-3998
From: Rebekah De La Fuente		
Subject: Approval on Ordinance 2021-07 to rezone 703 & 705 W. 6th St. also being lot 24 & 25, Block 4, Glendale Addition, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling to R-2 Duplex and apartment district and authorize the Mayor to execute any related documents. (First reading held March 2, 2021; staffed by Planning & Code Enforcement Department.)		
Background: The applicant is requesting to rezone property from R-1 One-family dwelling to R-2 Duplex and apartment district. Thirty (30) property owners within 200 feet of the applicant's property were notified by letter on January 22, 2021.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on January 18, 2021.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request based on existing apartments and commercial properties within the area at their regular meeting of February 3, 2021.		
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval based on surrounding land use.		
Attachments, if any: Rezone- 703&705 W 6th- Memo, Zoning Notice Opinion, 703 & 705 W 6th st- attachment, 703 & 705 W 6th- aerial, O2021-07 rezone 703 &705 W 6th St		

Responsibilities upon Approval:

Staff will advise applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 703 & 705 W 6th Street

DATE: February 9, 2021

The property owner is proposing to develop apartments at the proposed location. Based on the total square footage of the lot size the property owner would be allowed a maximum of seven (7) units and must be able to accommodate on-premise parking. The 2040 Future Land Use Map has identified for this area to remain a R-1 One Family Dwelling District. However, there are several existing businesses and apartments along 6th Street and within the area.

The Planning & Zoning Commission recommended approval based on the existing use of the surrounding properties.

Thank you,

Rebekah de la Fuente, CFM



LAW OFFICE OF
JUAN E. GONZALEZ

3110 E. Bus. 83, Weslaco, Texas 78596
TEL: (956) 447-5585
Fax: (956) 447-8637
email: juanegonzalez@jeglaw.net

February 17, 2021

David Suarez
Mayor
City of Weslaco
Weslaco, Texas 78596

Re: Notice Requirements for City
Commission-Rezoning

Dear Mr. Suarez:

This opinion is being prepared pursuant to a request from your office concerning the notice requirements for a City Commission meeting for a rezoning hearing. In preparing this opinion I have reviewed our City Ordinance, City Charter, the Texas Local Government Code, case law, attorney general opinions and several academic articles.

Chapter 150 of the City of Weslaco Code of Ordinances controls changes and amendments to the boundaries of the districts. In addition, Section 211.006 of the Texas Local Government Code also controls such changes and amendments. The City ordinance must comply with the state statute and may actually be more stringent (but not less stringent) than the state statute.

Section 211.006 (a) of the Texas Local Government Code states that “before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.” Our City ordinance is a little more stringent and states in Chapter 150-20 (c) that “notice of such hearing shall be given by publication twice in the official publication of the city stating the time and place of such hearing, which time shall not be earlier than 15 days from the first day of such publication.”

The regular City Commission meeting of February 16, 2021 was cancelled due to a weather related emergency. This agenda contained an item for a rezoning request. This meeting has now been reset for the week of February 22. The issue is whether the 15 day notice must be reposted and whether the Commission can conduct the public hearing and consider this item at the rescheduled meeting without restarting the clock on the 15 day notice required by state statute and our ordinance.

I was unable to find any case law or attorney general opinion directly on point and which dealt specifically with this issue. In this situation we must consider the plain meaning of the statute and the legislative body's intent as expressed by the language of the statute.

Ordinances are construed under the same rules of construction applicable to interpreting statutes. Bd. Of Adjustment of San Antonio v. Wende, 92 S.W. 3d 424, 430 (Tex. 2002). We must construe the statute's or ordinance's words according to their plain and common meaning unless a contrary intention is apparent from the context or unless such construction leads to absurd results. See Tex. Dept. of Transp. v. City of Sunset Valley, 146 S.W. 3d 637, 642 (Tex. 2004). The "party attacking the ordinance bears an 'extraordinary burden' to show 'that no conclusive or even controversial or issuable fact or condition existed' which would authorize the municipality's passage of the ordinance." City of Brookside Vill. 633 S.W. 2d at 792-93.

The language of our ordinance is very clear, notice must be given not earlier than 15 days before the hearing. In reviewing the remaining ordinance there is no other language or mention of this deadline. The statute is the same and lists no other provision. Based on the "plain and common meaning" of the ordinance and statute it is my opinion we do not have to wait another 15 days to hold the hearing. This position is also supported by the fact that both the City ordinance and state statute provide an opportunity to appeal the Commission's decision and the fact that any party attacking the ordinance bears an "extraordinary burden" to overturn a decision.

In an abundance of caution I agree with your position that the notice of the hearing should be reposted in the newspaper. However, based on my opinion above, this reposting does not require the City to wait fifteen days from said notice to conduct the hearing. Keep in mind that if twenty (20) percent of adjoining property owners protest the rezoning, the Commission must approve the amendment by a three fourths vote of the City Commission, not a three fourths vote of the Commissioners' present but three fourths of the total Commission.

If you have any questions or need additional information feel free to contact me at the address listed above.

Sincerely,

/s/ Juan E. Gonzalez

Juan E. Gonzalez



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. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 24 & 25 Block 4

Subdivision Name Glendale Addition

Street Address 703 & 705 W 6th St.

Existing Zoning R 1 Single Family Existing Land Use R 1

Proposed Zoning R 2 Multi Family Proposed Land Use R 2

- ☒ \$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 Rush Transportation L.L.C.
Ricardo Robles Phone Please Email

Address 1008 E. Pecan Blvd. Fax: N.A.

City McAllen State Tx Zip Code 78501 E-Mail: roblesrick44@yahoo.com

OWNER

Name Rush Transportation L.L.C. Phone Please Email

Address 1008 E. Pecan Blvd. Fax: N.A.

City McAllen State Tx Zip Code 78501 E-Mail: roblesrick44@yahoo.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 [Signature] Date 1/10/21
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

2020 TAX STATEMENT



PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540

Certified Owner:

RUSH TRANSPORTATION LLC
315 N SHARY RD STE 1040
MISSION, TX 78572-8223

Legal Description:

GLENDAL ADDITION LOTS 24 & 25 BLK 4

Account No: **G4100-00-004-0024-00**

Appr. Dist. No.: **179523**

Legal Acres: .2984

Parcel Address: 705 & 703 W 6TH ST

As of Date: 01/13/2021

Print Date: 01/13/2021

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$40,313	\$12,000	\$52,313	\$52,313	\$0	\$0	\$0	\$52,313
Taxing Unit		Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
			Code	Amount			
HIDALGO COUNTY		\$52,313		\$0.00	\$52,313	0.5750000	\$300.80
DRAINAGE DIST #1		\$52,313		\$0.00	\$52,313	0.1026000	\$53.67
CITY OF WESLACO		\$52,313		\$0.00	\$52,313	0.6967000	\$364.46
WESLACO ISD		\$52,313		\$0.00	\$52,313	1.0189000	\$533.02
SOUTH TEXAS ISD		\$52,313		\$0.00	\$52,313	0.0492000	\$25.74
SOUTH TEXAS COLLEGE		\$52,313		\$0.00	\$52,313	0.1718000	\$89.87

Total Tax: \$1,367.56

Total Tax Paid to date: \$1,367.56

Total Tax Remaining: \$0.00

Exemptions:

AMOUNT DUE IF PAID BY:

02/01/2021 0%	03/01/2021 7%	03/31/2021 9%	04/30/2021 11%	05/31/2021 13%	06/30/2021 15%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08/02/2021 18 + up to 15%	08/31/2021 19 + up to 15%	09/30/2021 20 + up to 15%	11/01/2021 21 + up to 15%	11/30/2021 22 + up to 15%	12/31/2021 23 + up to 15%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

School Information:

WESLACO ISD 2020 M&O .99890000 I&S .02000000 Total 1.0189000 2019 M&O 1.0487000 I&S .02000000 Total 1.0687000

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

4.1.69



Print Date: 01/13/2021

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157



* G 4 1 0 0 0 0 0 0 4 0 0 2 4 0 0 *

G4100-00-004-0024-00

RUSH TRANSPORTATION LLC
315 N SHARY RD STE 1040
MISSION, TX 78572-8223

AMOUNT PAID:

\$ _____.

00001795230000000000

Payment Result

[Begin a New Search](#) [Go to Your Portfolio](#)

Your payment was submitted to the tax office and will be submitted for approval to your financial institution. Please print this page for your records.

If you would like to search for other accounts please click the "New Search" button.

New Search

PROPERTY PAYMENT INFORMATION

[G410000004002400](#)
RUSH TRANSPORTATION LLC
315 N SHARY RD STE 1040
MISSION, TX 78572-8223

Apply payment to year: 2020
Payment Amount: \$1,367.56

PAYMENT SUMMARY

Reference ID: 3314253
Payment Method: E-Check
Total Payment Amount: \$1,367.56

BANK ACCOUNT INFORMATION

Routing Number: 114917623
Checking Account Number: ...2133

CONTACT INFORMATION

Name: Rush Transportation L.L.C.
Address: 1008 E Pecan Blvd Suite 526
City: McAllen
State: TX
Zip Code: 78501

E-Mail Address: robesrick44@yahoo.com
Phone Number: (956) 968-7622

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HIDALGO COUNTY TAX OFFICE
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157
You may also [e-mail](#) the office.

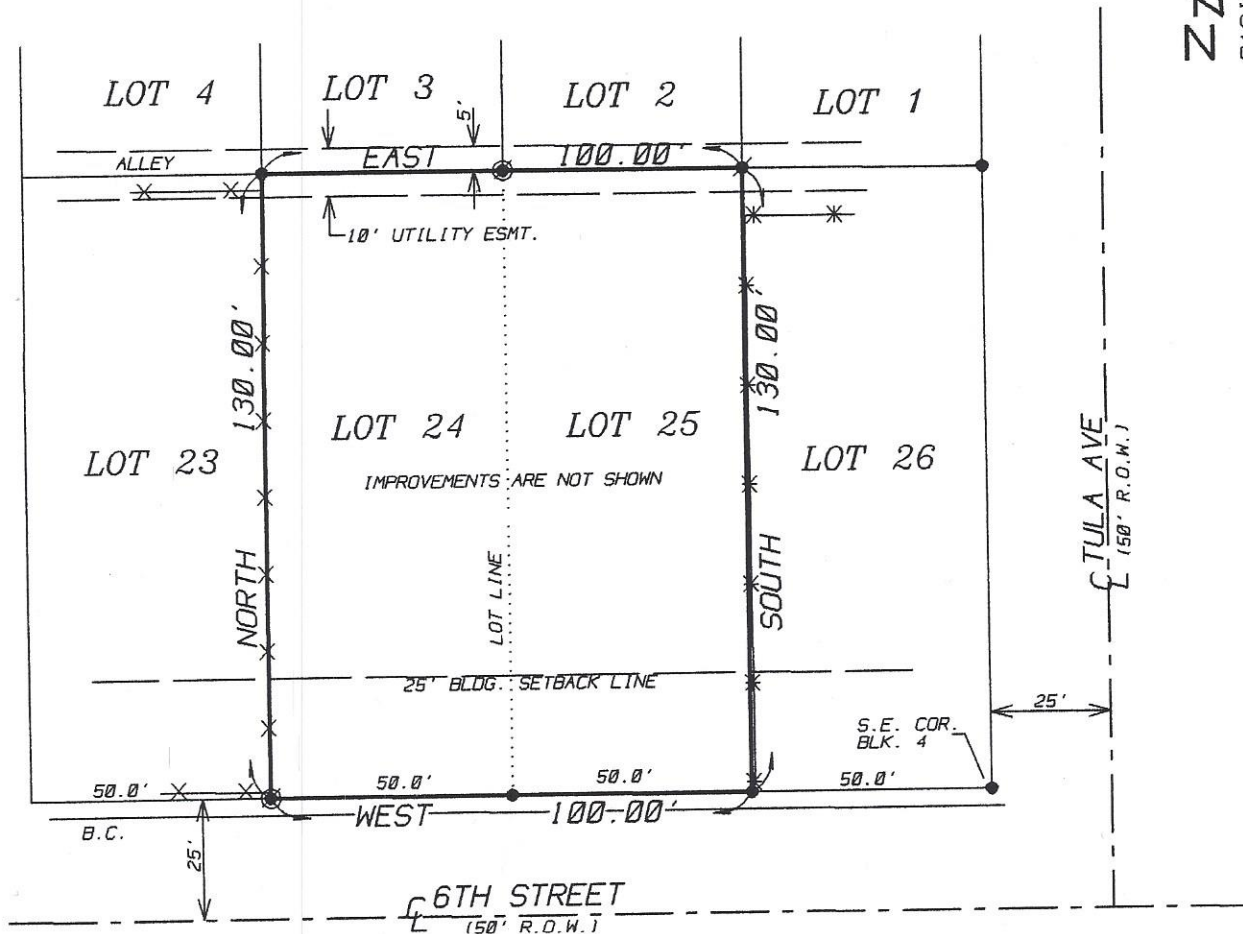
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LEGEND

- Found 1/2" iron rod
- ✱ Found 1/2" iron rod with a plastic cap stamped "PENA"
- ✱ Chainlink fence
- ✱ Hogwire fence
- ⊙ Found 1/2" iron pipe

27

BASIS OF BEARINGS:
1/2" I.R. FND. AT
S.E. COR. LOT 26 &
1/2" I.P. FND. AT
S.W. COR. LOT 24



SURVEY PLAT OF
LOTS 24 AND 25, BLOCK 4
GLENDALE ADDITION
AN ADDITION TO THE CITY OF WESLACO
HIDALGO COUNTY, TEXAS
PER MAP RECORDED IN VOLUME 5, PAGE 3, H.C.M.R.

I, REYNALDO ROBLES, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION, THAT IT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF SURVEY AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS OR VISIBLE EASEMENTS EXCEPT AS SHOWN AND BY GRAPHIC PLOTTING ONLY THIS PROPERTY LIES IN FLOOD ZONE "B" (AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASEFLOOD) OF FIRM COMMUNITY PANEL No. 480349 0005 B, DATED MARCH 4, 1988.

PROPERTY ADDRESS: 703 AND 705 6TH ST.
WESLACO, TX 78596

PREPARED FOR: RICK ROBLES

RA ROBLES AND ASSOCIATES, PLLC

PROFESSIONAL LAND SURVEYORS

P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS 78596

PHONE (956) 968-2422
FAX (956) 969-2011
FIRM No. 10096700

SURVEYED: 08-05-2020

DRAWN BY: PG/08-06-2020

SCALE: 1"=40'

JOB No. 20486

TITLE COMMITMENT No.

REVISED:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL EMBOSSED SEAL OF SURVEYOR OF RECORD.

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REYNALDO ROBLES, R.P.L.S. #4032

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

PLANNING DEPARTMENT

January 22, 2021

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 3, 2021, and the City Commission will hold a public hearing on February 16, 2021 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue and via zoom 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: +1 346 248 7799; Meeting ID: 832 0582 2197

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 February 3, 2021. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

Rush Transportation L.L.C. is requesting to rezone 703 & 705 W. 6th St. Also being lot 24 & 25, Block 4, Glendale Addition, Hidalgo County, and Texas from R-1 One-family dwelling to R-2 Duplex and apartment district.

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.

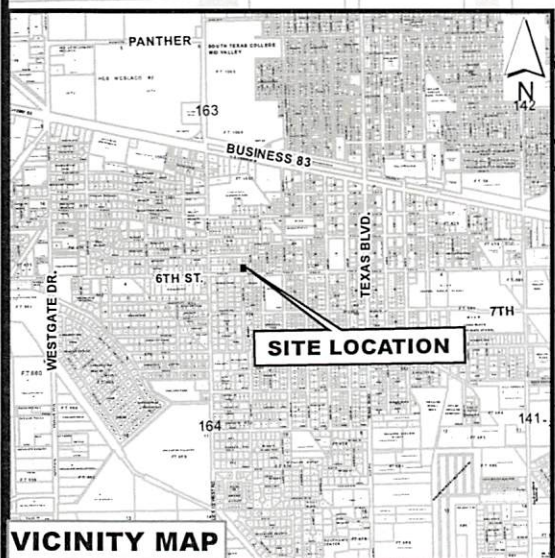
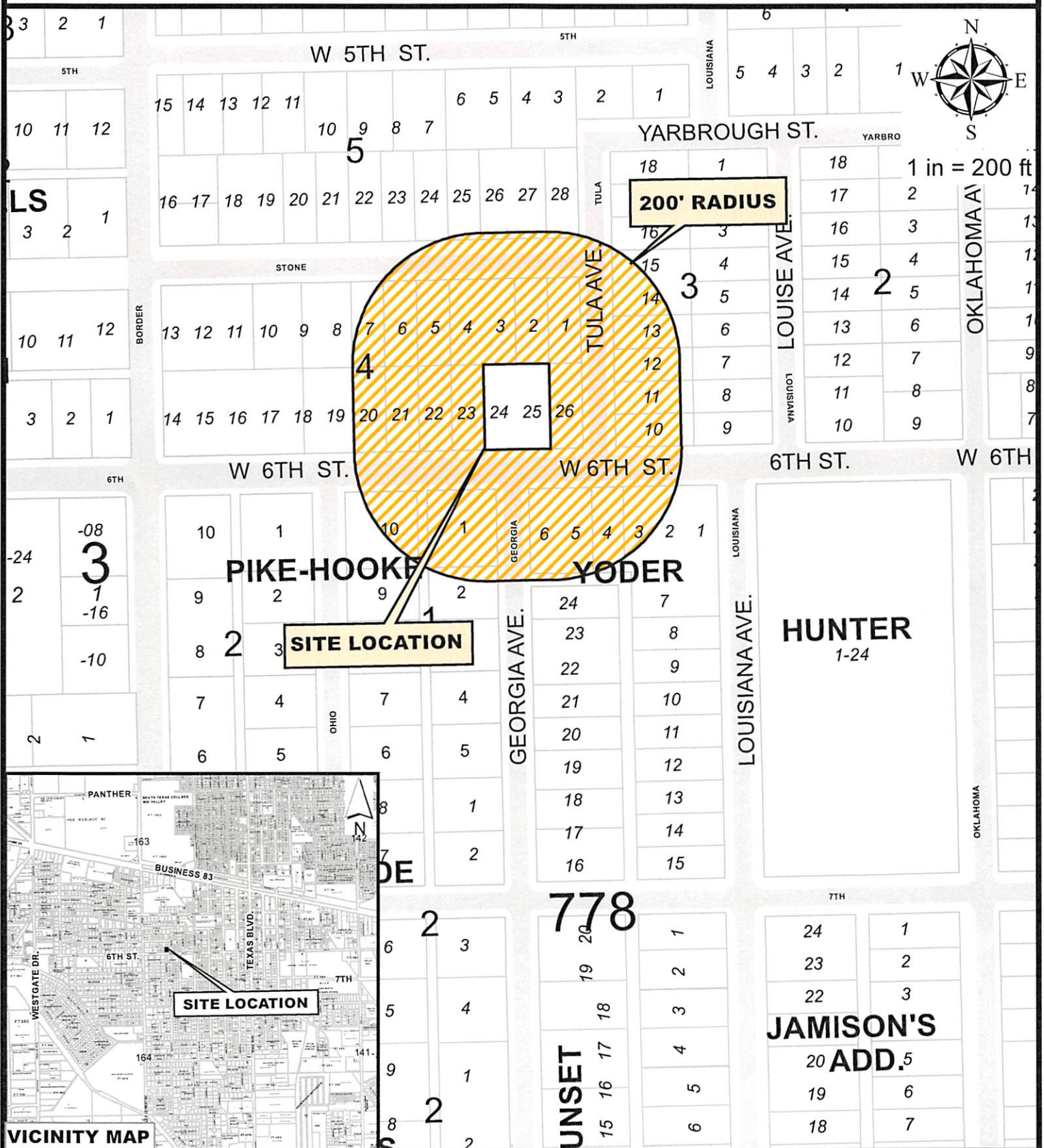
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department



Rush Transportation L.L.C.

703 and 705 West 6th Street

GLENDAL ADDITION LOTS 24 & 25 BLK 4

LOT 18, BLOCK 163, F.T. 1508

Purpose for the Rezoning request

Existing zoning: R-1

Existing land use: Single Family

Proposed zoning: R-2

Proposed land use: Multifamily



JAN 21, 2021

SUMMY, KENNETH R & LAURA A 501 W 15TH ST WESLACO TX 78596-7433	G4100-00-003-0010-00 GLENDALE LOT 10 BLK 3 608 6TH ST	L: 18600 B: 19568
SALINAS, FORTINA V 515 TULA AVE WESLACO TX 78596-5833	G4100-00-003-0011-00 GLENDALE LOT 11 BLK 3 515 TULA AVE	L: 18600 B: 12938
GRIMALDO SOSTENES & DORA V 513 TULA AVE WESLACO TX 78596-5833	G4100-00-003-0012-00 GLENDALE LOT 12 BLK 3 513 TULA AVE	L: 18600 B: 9076
JIMENEZ, ALEX 511 TULA AVE WESLACO TX 78596-5833	G4100-00-003-0013-00 GLENDALE LOT 13 BLK 3 511 TULA AVE	L: 18600 B: 20900
ORTIZ, RENE, JR 509 TULA AVE WESLACO TX 78596-5833	G4100-00-003-0014-00 GLENDALE LTS 14-15 BLK 3 509 TULA AVE	L: 35400 B: 76971
LOPEZ RUBY 2236 W MILE 13 1/2 N WESLACO TX 78599-9290	G4100-00-003-0016-00 GLENDALE LOT 16 BLK 3 505 TULA AVE	L: 18600 B: 34079
CRUZ ELENA 608 N HUTTO RD DONNA TX 78537-9020	G4100-00-004-0001-00 GLENDALE LTS 1-2 BLK 4 701 STONE ST	L: 38350 B: 19066
RIOS, ENRIQUE & ELENA 707 STONE ST WESLACO TX 78596-5831	G4100-00-004-0003-05 GLENDALE LOT 3 BLK 4	L: 20800 B: 10766
RIOS, ENRIQUE & ELENA 707 STONE ST WESLACO TX 78596-5831	G4100-00-004-0004-00 GLENDALE LOT 4 BLK 4 & LOT 3 707 STONE ST	L: 38350 B: 40729
HINOJOSA EDEN & BERTA A 709 STONE ST WESLACO TX 78596-5831	G4100-00-004-0005-00 GLENDALE LT 5 BLK 4 709 STONE ST	L: 17329 B: 15417
RAMOS SYLVIA & CAMILO JR 711 STONE ST WESLACO TX 78596-5831	G4100-00-004-0006-00 GLENDALE LT 6 BLK 4 711 STONE ST	L: 20150 B: 15381
VELA ADAN 713 STONE ST WESLACO TX 78596-5831	G4100-00-004-0007-00 GLENDALE LOT 7 BLK 4 713 STONE ST	L: 20150 B: 30925

JAN 21, 2021

YBARRA MANAEN & ARTURO DE 715 STONE ST WESLACO TX 78596-5831	G4100-00-004-0008-00 GLENDALE LTS 8 & E 1/2 LOT 9 BLK 4 715 STONE ST	L: 30225 B: 35741
MARTINEZ, ARMANDO L & ANNA PO BOX 1769 WESLACO TX 78599-1769	G4100-00-004-0019-00 GLENDALE LTS E 12 1/2-19 ALL 20 BLK 4 805 W 6TH	L: 26000 B: 17428
TREVINO RUPERTO LOPEZ PO BOX 669 LA BLANCA TX 78558-0669	G4100-00-004-0021-00 GLENDALE LT 21 BLK 4 803 W 6TH ST	L: 20150 B: 17725
GALLEGOS DAGOBERTO & HILDA E 801 W 6TH ST WESLACO TX 78596-5807	G4100-00-004-0022-00 GLENDALE LOT 22 BLK 4 801 W 6TH ST	L: 20150 B: 13487
RODRIGUEZ, BEATRICE 707 W 6TH WESLACO TX 78596-5805	G4100-00-004-0023-00 GLENDALE LT 23 BLK 4 707 W 6TH ST	L: 20150 B: 21034
RUSH TRANSPORTATION LLC 315 N SHARY RD STE 1040 MISSION TX 78572-8223	G4100-00-004-0024-00 GLENDALE LTS 24,25 BLK 4 705 W 6TH ST	L: 38350 B: 12439
ROBLES REYNALDO & ALMA D PO BOX 476 WESLACO TX 78599-0476	G4100-00-004-0026-00 GLENDALE LOT 26 BLK 4 700 W 6TH ST	L: 20150 B: 9822
MARTINEZ, ALFREDO & GRACIE 708 STONE ST WESLACO TX 78596-5832	G4100-00-005-0024-00 GLENDALE LOT 24 BLK 5	L: 21313 B: 77142
RODRIGUEZ MARIA ELIZABETH 706 STONE ST WESLACO TX 78596-5832	G4100-00-005-0025-00 GLENDALE LT 25 BLK 5 706 STONE ST	L: 21313 B: 28999
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596-6158	G4100-00-005-0026-00 GLENDALE LOTS 26 & 27 BLK 5 0 STONE ST	L: 46750 B: 0
PUGA DALIA SOLIS 504 TULA AVE WESLACO TX 78596-5834	G4100-00-005-0028-00 GLENDALE LT 28 BLK 5 504 TULA AVE	L: 21313 B: 14282
JOHNSON CHARLES C & LINA F 600 S GEORGIA AVE WESLACO TX 78596-6842	P6600-00-001-0001-00 PIKE HOOK BLK 1 LT 1 600 S GEORGIA ST	L: 37136 B: 55084

JAN 21, 2021

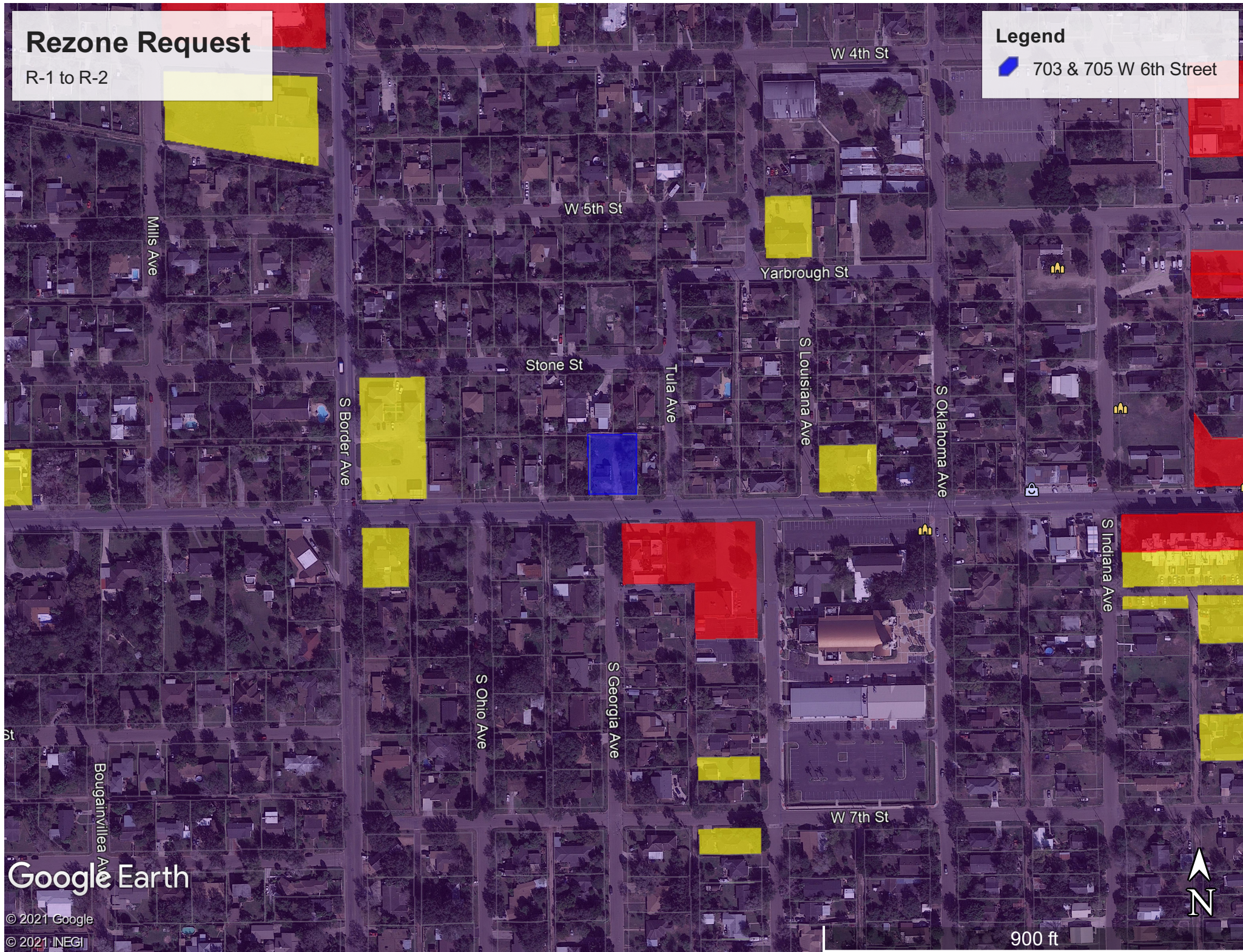
MONTES LEONARDO III & DELILA 2013 DE LEON AVE DONNA TX 78537-3746	P6600-00-001-0002-00 PIKE HOOK BLK 1 LT 2 604 S GEORGIA ST	L: 25392 B: 59890
BARRERA LISA V 601 S OHIO AVE WESLACO TX 78596-6837	P6600-00-001-0010-00 PIKE HOOK BLK 1 LT 10 601 S OHIO	L: 38610 B: 88818
TROPICAL TX CNTR FOR MENTAL 1425 S 9TH AVE EDINBURG TX 78539	Y2000-00-001-0001-00 YODER LOTS 1-3 & LOT 7 BLK 1 601 W 6TH ST	L: 95234 B: 113467
FUENTES, JOSE A & NORMA L 607 W 6TH ST WESLACO TX 78596-5803	Y2000-00-001-0004-00 YODER LOT 4 BLK 1 607 W 6TH ST	L: 20708 B: 29247
PAYNE E M 2401 E EXPRESSWAY 83 WESLACO TX 78599-5512	Y2000-00-001-0005-00 YODER LOT 5 & 6 BLK 1 609 W 6TH ST	L: 46176 B: 111824
GIVILANCZ, MIKE JR & GLORI 609 W 6TH ST WESLACO TX 78596-5803	Y2000-00-001-0006-00 YODER W 10'-LOT 5, ALL LOT 6 BLK 1 0 6TH ST	L: 26390 B: 0

Rezone Request

R-1 to R-2

Legend

 703 & 705 W 6th Street



Google Earth

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ORDINANCE NO. 2021-07

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 703 & 705 W. 6TH ST. ALSO BEING LOT 24 & 25, BLOCK 4, GLENDALE ADDITION, WESLACO HIDALGO COUNTY, FROM R-1 ONE-FAMILY DWELLING TO R-2 DUPLEX AND APARTMENT DISTRICT. SUBDIVISION DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One-family dwelling to R-2 Duplex and apartment district. located at 703 & 705 W. 6th St. Also being lot 24 & 25, Block 4, Glendale Addition, Weslaco, Hidalgo County, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 2nd day of March 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 16th day of March 2021.

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: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4006
From:		
Subject: Approval on Ordinance 2021-08 amending Ordinance 2011-28 adopting rates for brush and bulky items to multifamily structures effective April 1, 2021 and authorize Mayor to execute any related documents. (First reading held March 2, 2021; staffed by Public Works Department.)		
Background: City staff is requesting Ordinance 2021-08 amending Ordinance 2011-28 to include apartment structures as part of the brush and bulky item pickup services, effective April 1, 2021, as a pilot program for about 2 – 3 months. The recommended fee is \$3.00 per month per unit. As per the current ordinance brush services are not available to commercial properties and apartments therefore no fees are in place for such. At the minimum, the cost for residential brush services with a lot frontage ranging from 0 to 30 ft is \$10.51 per month and increases depending on lot size up to \$15.95. City staff receives numerous complaints and has been having to pick up piles of brush and bulky items located outside of apartment properties and recommends approval.		
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 Olga Garza Pete Garcia Mike Perez	Created/Initiated Approved Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo Ordinance Brush Rates, O2021-08 Brush Rates for apartments		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Letty Lopez, Commissioner, District 5
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 PUBLIC WORKS DEPARTMENT

Date: February 16, 2021

To: City Commission

From: Olga Garza, Assistant Public Works Director

Subject: Amendment to Ordinance for Apartment Brush Rates

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

City staff is requesting Ordinance 2021-08 amending Ordinance 2011-28 to include apartment structures as part of the brush and bulky item pickup services, effective April 1, 2021, as a pilot program for about 2 – 3 months. The recommended fee is \$3.00 per month per unit. As per the current ordinance brush services are not available to commercial properties and apartments therefore no fees are in place for such. At the minimum, the cost for residential brush services with a lot frontage ranging from 0 to 30 ft is \$10.51 per month and increases depending on lot size up to \$15.95. City staff receives numerous complaints and has been having to pick up piles of brush and bulky items located outside of apartment properties and recommends approval.

ORDINANCE 2021-08

AN ORDINANCE AMENDING ORDINANCE NUMBER 2011-28 CODIFIED IN THE CITY OF WESLACO CODE OF ORDINANCES AS CHAPTER 62, GARBAGE, TRASH AND RUBBISH BY AMENDING ARTICLE II, CHARGES FOR COLLECTION SECTION 62-54 “BRUSH RATES”; ADOPTING NEW BRUSH RATES FOR MULTIFAMILY STRUCTURES; PROVIDING AN EFFECTIVE DATE AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO TEXAS THAT: to amend Chapter 62 Article II Sec. 62-54 – Brush Rates of the Weslaco Code of Ordinances to include subsection (c) as follows below:

Sec. 62-54. Brush Rates.

- (a) The brush rates hereby established for funding the brush pick-up services shall be applicable for all customers within the city limits, except for those customers included in subsection (b) of this section, shall be based on the lot frontage of the property served by the customer's water meter, payable monthly and included in the customer's city utility bill. Such monthly rates shall be set as follows:

Lot Frontage (in feet)	Charge
0 to 30	\$10.51
30 to 60	10.51
60 to 90	13.50
90 and above	15.95

- (b) Business, commercial, industrial and mobile home/recreational vehicle park customers, serviced by a master water meter, shall haul and dump their brush at an appropriate dump site. If they do not have the equipment to haul their brush, they should contract with a responsible third party for these services.
- (c) The monthly rate for the collection and removal of brush and bulky items by the city from multifamily (apartments, duplexes, fourplexes, condominiums, and townhouses) shall be \$5.25 per month per unit.

SECTION II: In the event any part of this ordinance is declared invalid, such invalidity shall not apply to the other parts as they are hereby severally established.

SECTION III: This ordinance shall be in full force after the second and final reading of this

ordinance and publication.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 2nd day of March 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 16th day of March 2021.

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: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4029	
From:			
Subject: Approval on Ordinance 2021-09 for a Budget Amendment in the amount of \$450,000 in the General Fund for purchase of an Ambulance (COVID 19) and authorize the Mayor to execute any related documents. (First reading held March 2, 2021; staffed by Finance Department.)			
Background: The city considered in purchasing an Ambulance that would serve the purpose of transporting any patient that showed Covid 19 symptoms and protecting the health and welfare of the attendants.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Budget Amendment Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Vidal Roman Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Budget Amendment Memo, BUDGET AMENDMENT-GF, O2021-09 GF. Ambulance budget amendment			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

Date: March 2, 2021

To: Mayor and City Commission

CC: Mike R. Perez, City Manager

FR: Vidal Roman, Finance Director

Re: Budget Amendment for General Fund

The City recently purchase an Ambulance for transfer of patients suspected and/or having COVID 19 symptoms. This acquisition is necessary to protect the health and welfare of the individuals in risk of this pandemic.

Staff recommends approval of Ordinance and Budget Amendment.



**CITY OF WESLACO
INTRADEPARTMENTAL BUDGET CHANGE
FY 2017-18**

FUND: _____
DEPARTMENT: _____
DATE: _____

BUDGET CHANGE # _____

<u>FUND</u>	<u>G/L ACCT #</u>	<u>DESCRIPTIONS</u>	<u>CURRENT BUDGET</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>REVISED BUDGET</u>
			-	-	-	-
			-	-	-	-
						-
						-
						-
						-
			\$ -	\$ -	\$ -	\$ -

(Round up all amounts to the nearest dollar)

Justification:

Department Head Approval	Date
Finance Director	Date
City Manager	Date

**CITY OF WESLACO
BUDGET AMENDMENT
FY 2020-2021**

ORDINANCE 2021-09

AN ORDINANCE AMENDING ORDINANCE NUMBER 2020-27, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, FINDING NEED TO AMEND THE 2020-2021 MUNICIPAL BUDGET; TO WIT; GENERAL FUND, IN THE AMOUNT OF \$450,000 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 2020-2021 budget: and

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

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

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

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

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

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

SECTION 3. BUDGET TOTAL. The City Commission further finds the amended budget line items identified in such Exhibit will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2020-2021 Official Budget, adopted by Ordinance 2020-27, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 2nd day of March 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 16th day of March 2021.

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: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4025	
From:			
Subject: Approval on Ordinance 2021-10 a Budget Amendment in an amount not to exceed \$25,000 for proposed professional engineering services and authorize the Mayor to execute any related documents. (First reading of Ordinance held March 2, 2021; staffed by Engineering Department.)			
Background: See Attached Memo.			
Funding Source (budget code, if applicable): Drainage Fund (417)			
Amount: \$25,000.00	Term of Impact: Decrease in Fund Balance	Identified in Current Budget: No	
Additional Action Prompted: Budget Amendment 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 Alberto Aldana Vidal Roman Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of this proposed budget amendment.			
Attachments, if any: 02-23-21CCMemo_Budget Amendment, BUDGET AMENDMENT-Drainage, O2021-10 Drainage amendment (1)			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

DATE: February 23, 2021

TO: Weslaco City Commission &
Mr. Mike Perez, City Manager

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

A handwritten signature in blue ink, appearing to be "AJA", is written over the printed name of the City Engineer.

SUBJECT: Budget Amendment
Pleasantview & 11th St Drainage Improvements

Dear Commissioners,

This budget amendment is sought in order to cover engineering services costs associated with the preparation of plans for the proposed RDF on the above referenced project. Plans for the RDF were originally going to be prepared by staff, but due to the high volume of projects and engineering personnel we are not able to fulfill this project. It is proposed that these engineering services be procured through RFQ process.

Engineering staff is presently occupied working on the following projects:

- Preparation of construction documents for the 2020 City of Weslaco Water & Sewer Improvements Project for Urban County Program.
- Preparation of construction documents for proposed infrastructure improvements (paving, water, sewer, storm drain) for the Weslaco Public Services Facility. (Due May 2021)
- Preparation of plans for the Mayor Pablo Peña Park RDF and utility relocations. (Due June 19, 2021)
- Preparation of plans for grading, paving, utility, and drainage improvements at the Recycling Center on Border & Mile 5N Rd.

The estimated engineering fees for engineering services is estimated at less than \$25,000. Staff recommends approval of this proposed budget amendment.

**CITY OF WESLACO
BUDGET AMENDMENT
FY 2020-2021**

ORDINANCE 2021-10

AN ORDINANCE AMENDING ORDINANCE NUMBER 2020-27, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, FINDING NEED TO AMEND THE 2020-2021 MUNICIPAL BUDGET; TO WIT; DRAINAGE FUND, IN THE AMOUNT OF \$25,000 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 2020-2021 budget: and

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

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

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

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

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

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

SECTION 3. BUDGET TOTAL. The City Commission further finds the amended budget line items identified in such Exhibit will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2020-2021 Official Budget, adopted by Ordinance 2020-27, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 2nd day of March 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 16th day of March 2021.

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: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4054
From:		
Subject: Discussion and consideration to approve Resolution 2021-23 appointing a member to an unexpired term to the Parks and Recreation Advisory Board and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)		
Background: Mr. Rodriguez has three absences.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Resolution		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Omar Rodriguez Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends removal and appoint new board member to fill the remainder of this term.		
Attachments, if any: MEMO , Current Parks Recreation Advisory Board as of 03.12.21, Applicant roster as of 03.12.21, Board App - Edward Mejia dated 100620, Board App - Mario Cano as of 120120, R2021-23 Parks and Rec unexpired term		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
 Leo Muñoz, Mayor Pro-Tem, District 1
 Greg Kerr, Commissioner, District 2
 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

INTER-OFFICE MEMORANDUM

DATE: March 12, 2021

TO: Mike R. Perez, City Manager
 Norma Cantu, City Secretary

FROM: Omar Rodriguez, Parks & Recreation - Director 

SUBJECT: Parks & Recreation Advisory Board Member Enrique Rodriguez

I spoke with Rick Rodriguez last week about his absences to date and offered him a chance to submit his resignation from the board before the City took action to replace him. He said he's been very busy with work and that he would resign. I have not received his resignation yet and recommend his removal as per the City Commission's attendance policy for service on City Boards.

Parks Board Attendance 2020-2021

	21-Oct-20	OCTOBER 28, 2020 SPECIAL	18-Nov-20	15-Dec-20	20-Jan-21	17-Feb-21	MARCH	APRIL	MAY	JUN-
Oscar Caballero	A	A	R							
Alvaro A. Ibarra (12/1/20)	-	-	-	X	X	X				
Rick Rodriguez	X	X	A	X	A	A				
Johnny Cavazos	X	X	X	X	X	X				
Nina Torkelson	X	X	X	A	X	X				
Alejandro Livas	X	X	X	X	A	X				
Carla McCaleb	X	X	X	X	A	X				
Caleb Joseph Cavazos	X	X	X	X	X	X				
ATTENDANCE	6	6	5	6	4	6				

X - Present
 A - Absent
 R - Resigned

PARKS & RECREATION ADVISORY BOARD

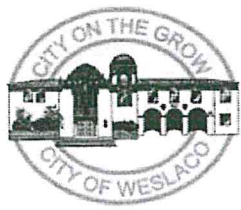
<u>NAME</u>	<u>TERM EXPIRES</u>
Alejandro Livas	08/01/2023
Caleb Joseph Cavazos	08/01/2023
Carla McCaleb	08/01/2021
Alvaro A. Ibarra	08/01/2022
Johnny Cavazos	08/01/2022
Nina Torkelson	08/01/2022
Enrique “Ricky” Rodriguez	08/01/2022

Please note: terms expire on the first (1st) day of August of each year in compliance with Ordinance 83-15 Section 98-86 for the Parks & Recreation Board.

APPLICANTS PARKS AND RECREATION BOARD

FIRST NAME	LAST NAME	APPLICATION DATE
Edward	Mejia	10/06/2020
Mario	Cano	12/01/2020

03.12.21 mv

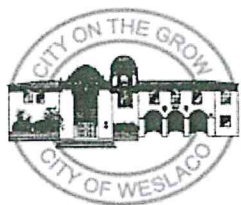


Application for Service

City of Weslaco Boards and Committees



Name of Applicant: Edward Mejia		Telephone Number: 956-450-4178	
E-Mail Address: edmejia308@gmail.com		Alternate Phone Number (work/cell):	
Home Address:		☐ Inside City Limits ☐ Outside City Limits	
City: Weslaco	State: TX	Zip Code: 78596	
How many years have you lived at this residence? 32		Do you own this house? ☒ Yes or ☐ No	
Preference for consideration, naming committees on which you desire to serve: 1.) Parks Board 2.) Airport Board 3.) Library Board			
List of Civic Involvement and Business Experience:			
Have you been bonded or eligible to obtain one? ☒ Yes or ☐ No		Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes or ☒ No	
Are you related to any member of the Commission? ☐ Yes or ☒ No		If so, who and how?	
Have you previously served on a City board? ☒ Yes or ☐ No		If so, which and when?	
Have you ever been elected to public office? ☐ Yes or ☒ No		If so, which and when?	
Do you consent to release this info to the public? ☐ Yes or ☒ No		Are you age 25 or older? ☒ Yes or ☐ No	
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		Timestamp of Receipt:	
Applicant's Signature: [Signature]			
Optional Demographic Information: Self Identification			
Gender: M			
Age: 33			
Race: Hispanic			
Religion: Catholic			
Citizenship: U.S.			



Application for Service

City of Weslaco Boards and Committees

Name of Applicant: Mario Cano		Telephone Number: 956-532-8987	
E-Mail Address: Imariocano@gmail.com		Alternate Phone Number (work/cell):	
Home Address: 1604 Sahara Dr		☒ Inside City Limits ☐ Outside City Limits	
City: Weslaco	State: TX	Zip Code: 78596	
How many years have you lived at this residence? 5 months		Do you own this house? ☒ Yes or ☐ No	
Preference for consideration, naming committees on which you desire to serve: 1.) Parks + Rec 2.) Drainage Board 3.)			
List of Civic Involvement and Business Experience: Previous Business Owner (Cano's Quick Stop) Planning + Zoning (City of Mercedes) #1 County Parks Volunteer			
Have you been bonded or eligible to obtain one? ☐ Yes or ☐ No		Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes or ☒ No	
Are you related to any member of the Commission? ☐ Yes or ☒ No		If so, who and how?	
Have you previously served on a City board? ☐ Yes or ☒ No		If so, which and when?	
Have you ever been elected to public office? ☐ Yes or ☒ No		If so, which and when?	
Do you consent to release this info to the public? ☒ Yes or ☐ No		Are you age 25 or older? ☒ Yes or ☐ No	
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		Timestamp of Receipt: RECEIVED DEC 01 2020 BY: <u>E. S. S. S.</u>	
Applicant's Signature: Mario Cano			
Optional Demographic Information: Self Identification			
Gender:			
Age:			
Race:			
Religion:			
Citizenship:			

RESOLUTION NO. 2021-23

**A RESOLUTION OF THE CITY OF
WESLACO APPOINTING ONE MEMBER TO
THE PARKS & RECREATION BOARD.**

WHEREAS, the City of Weslaco has established the Parks & Recreation Board pursuant to Section 98-83 of the Weslaco Municipal Code of Ordinances; and,

WHEREAS, Members shall be appointed for terms of three years; provided that where the appointment is to fill a vacancy of an existing member prior to the expiration of his term, such appointment shall be for the remainder of the term of the predecessor. Upon the expiration of each term of each of these seven members, a like number of those whose terms shall expire shall be appointed to serve for a term of three years from August 1st of each year until their successors are appointed and shall qualify.

WHEREAS, The Parks and Recreation board shall be an advisory board and make recommendations to the city commission. The city commission shall have final approval of all goals and objectives that will be implemented within the parks and playgrounds of the city.

WHEREAS, the Parks & Recreation Board members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS the following individual is appointed to serve an un-expired term on the Parks & Recreation Board.

NAME

UN-EXPIRED TERM ENDING

08/01/2022

PASSED AND APPROVED on this 16th day of March 2021.

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: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2020-3578	
From:			
Subject: Presentation and discussion on the Public Safety Building (Fire/Police) project. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Presentation only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4049	
From: Rebekah De La Fuente			
Subject: Discussion and consideration after public hearing on behalf of Domingo Gonzalez on Ordinance 2021-11 to rezone 313 W Pike Blvd. Also being Lot 18-19, Block 19, Esplanada Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 secondary and highway business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-11. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property R-1 One-family dwelling district.to B-2 secondary and highway business district. Nineteen (19)property owners within 200 feet of the applicant's property were notified by letter on February 19, 2021.			
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 and City Commission appeared in The Monitor on February 15, 2021.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request based on surrounding land use at their regular meeting of March 3, 2021.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of rezone request based on 2040 Land Use Map and surrounding properties.			
Attachments, if any: Rezone-313 W Pike- Memo, 313 W PIKE ATTACHMENTS, 313 W Pike Blvd- Aerial, O2021-11 rezone 313 W Pike- Ordinance			

Responsibilities upon Approval:

Staff will advise Applicant.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 313 W Pike Blvd

DATE: March 8, 2021

The property owner is proposing to a Drive-thru restaurant constructed of storage containers at the proposed location. The 2040 Land Use Map has identified Pike Blvd as a commercial corridor and proposed use will conform to the surrounding neighborhood. There are currently commercial properties to the north and east of the site. No petition were received for or against this item.

The Planning & Zoning Commission recommended approval based on the existing use of the surrounding properties.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

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

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

FILE NO. _____

Receipt
2699853

RECEIVED

DEC 14 2020

Planning &
Code Enforcement Dept.

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 18-19 Block 19

Subdivision Name Esplanada

Street Address 313 W Pike Blvd

Existing Zoning Residential Existing Land Use Empty lot

Proposed Zoning Commercial Proposed Land Use Drive thru/Rental

- ☒ \$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 Domingo J Gonzalez Phone 956 463 7893

Address 328 W Zacatecas Fax: 956 351 5262

City Weslaco State TX Zip Code 78599 E-Mail: jules-vera@yahoo.com

OWNER

Name Domingo J Gonzalez Phone 956 463 7893

Address 328 W Zacatecas Fax: 956 351 5262

City Weslaco State TX Zip Code 78599 E-Mail: jules-vera@yahoo.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 [Signature] Date Dec/10/2020
Owner

Signature [Signature] Date Dec/10/2020
Applicant

Signature _____ Date _____
Authorized Agent

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

PLANNING DEPARTMENT

February 19, 2021

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 3, 2021, and the City Commission will hold a public hearing on March 16, 2021 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue and via zoom 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: +1 346 248 7799; Meeting ID: 860 6715 1275

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 March 3, 2021. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

Domingo Gonzalez is requesting to rezone 313 W Pike Blvd. Also being Lot 18-19, Block 19, Esplanada Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to B-2 secondary and highway business district.

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.

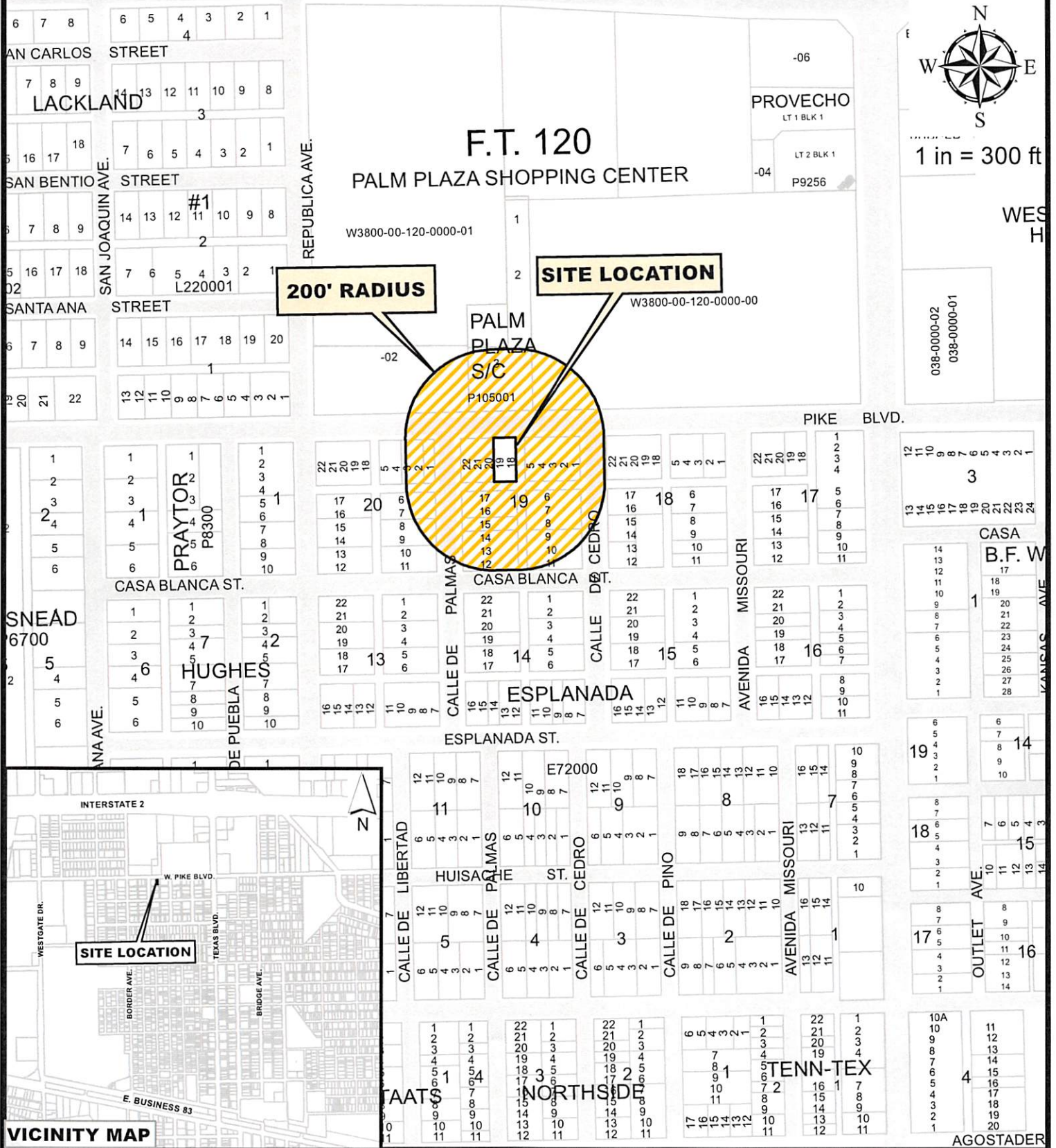
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department



Domingo J. Gonzalez

313 West Pike Blvd.
ESPLANADA SUBDIVISION BLK 19 LTS 18-19
BLOCK 163, F.T. 121, LOT 1

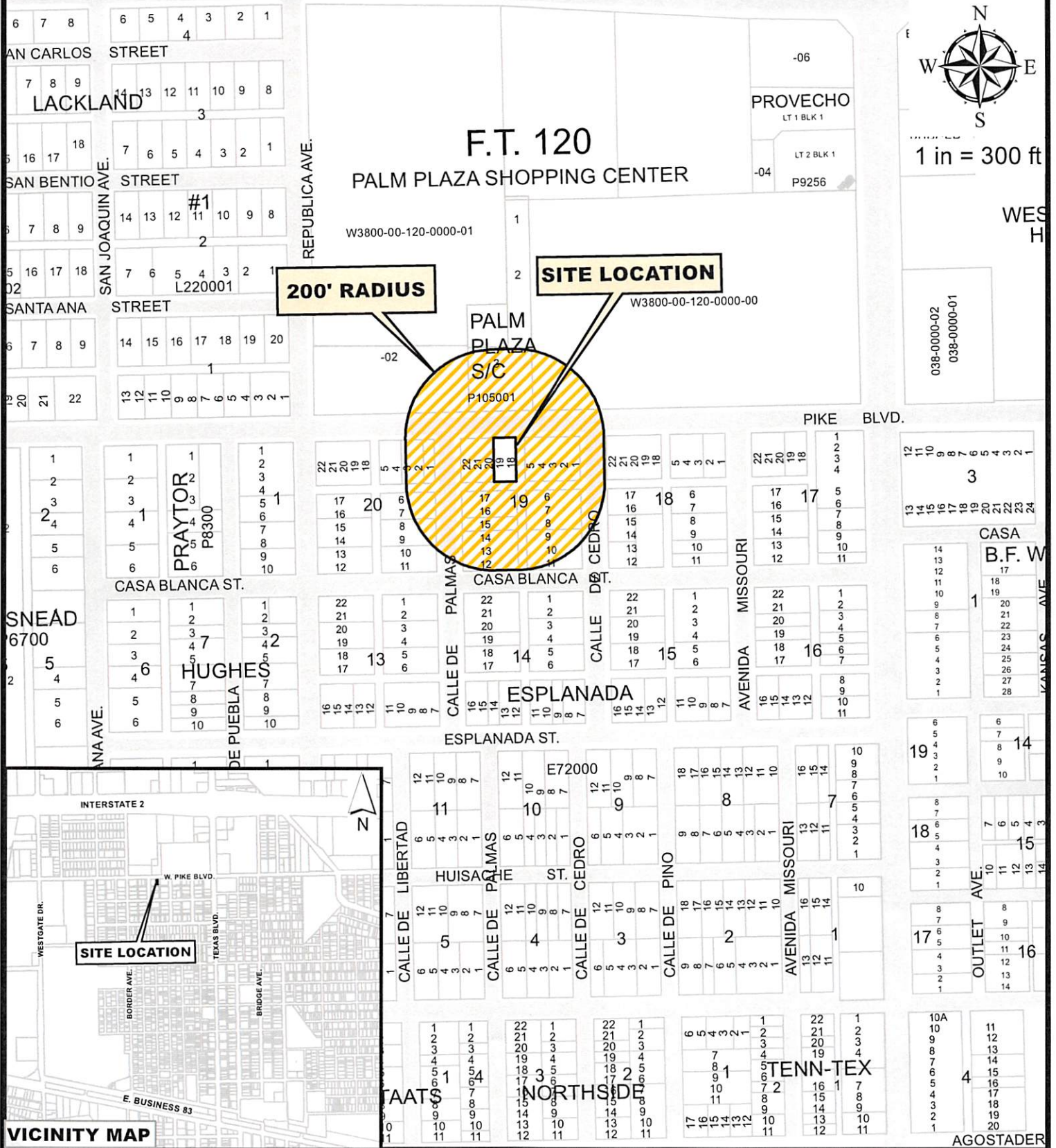
Purpose for the Rezoning request

Existing zoning: R-1
Existing land use: Empty Lot
Proposed zoning: B-3
Proposed land use: Commercial



CITY OF WESLACO

Engineering Department



Domingo J. Gonzalez

313 West Pike Blvd.
ESPLANADA SUBDIVISION BLK 19 LTS 18-19
BLOCK 163, F.T. 121, LOT 1

Purpose for the Rezoning request

Existing zoning: R-1
 Existing land use: Empty Lot
 Proposed zoning: B-3
 Proposed land use: Commercial



FEB 18, 2021

CANTU JULIAN SR SR 4311 RJ JOHNS AVE WESLACO TX 78599-3234	E7200-00-018-0018-00 ESPLANADA BLK 18 LTS 18-19-20-21 -22 215 W PIKE BLVD	L: 43750 B: 26555
MEDINA JUAN M JR 3803 CENIZO ST MERCEDES TX 78570	E7200-00-019-0001-00 ESPLANADA BLK 19 LTS 1-5 309 W PIKE BLVD	L: 68750 B: 169042
BRIONES ELVIRA G 809 N CEDRO ST WESLACO TX 78596-4712	E7200-00-019-0006-00 ESPLANADA BLK 19 LTS 6-7-8 809 N CEDRO ST	L: 39375 B: 20524
SALAZAR EMMA Q & LEONEL R 110 S 29TH ST DONNA TX 78537	E7200-00-019-0009-00 ESPLANADA BLK 19 LOT 9 801	L: 13125 B: 0
SALAZAR EMMA Q & LEONEL R 110 S 29TH ST DONNA TX 78537	E7200-00-019-0010-00 ESPLANADA BLK 19 LTS 10-11 801 N CEDRO ST	L: 26250 B: 90771
SOSA JOSE PO BOX 1121 WESLACO TX 78599-1121	E7200-00-019-0012-00 ESPLANADA BLK 19 LTS 12-13-14 804 N PALMAS ST	L: 39375 B: 16240
GARCIA SAUL & GLENDA D 808 N PALMAS ST WESLACO TX 78596-4743	E7200-00-019-0015-00 ESPLANADA BLK 19 LT 15 808	L: 13125 B: 37709
GARCIA SAUL & MA VICTORIA 810 N PALMAS ST WESLACO TX 78596-4743	E7200-00-019-0016-00 ESPLANADA BLK 19 LTS 16-17 810	L: 26250 B: 17384
GONZALEZ DOMINGO J 328 W ZACATECAS ST WESLACO, TX 78599-4450	E7200-00-019-0018-00 ESPLANADA BLK 19 LTS 18-19 313 W PIKE BLVD	L: 17500 B: 0
ZAVALA MARIA A 805 N PALMAS ST WESLACO TX 78596-4742	E7200-00-019-0020-00 ESPLANADA BLK 19 LTS 20-21-22 321 W PIKE BLVD	L: 26250 B: 21592
CASTILLO DAVID JR & ELIDA G 6723 N WESTGATE DR WESLACO TX 78599-5680	E7200-00-020-0001-00 ESPLANADA BLK 20 LT 1 815 N PALMAS ST	L: 8750 B: 11057
MORA MAXIMO & SANDRA GUERRA & 2513 ULEX AVE MCALLEN TX 78504-4581	E7200-00-020-0002-00 ESPLANADA BLK 20 LTS 2-3 403 W PIKE BLVD	L: 17500 B: 19189

FEB 18, 2021

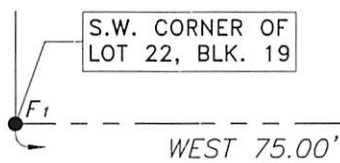
MARTINEZ, CATARINO, Jr 407 W PIKE BLVD WESLACO TX 78596-4750	E7200-00-020-0004-00 ESPLANADA BLK 20 LTS 4-5 407 W PIKE BLVD	L: 17500 B: 59305
GARZA MARIA ESTELLA 811 N PALMAS ST WESLACO TX 78596-4742	E7200-00-020-0006-00 ESPLANADA BLK 20 LTS 6-7 811	L: 26250 B: 15725
ZAVALA MARIA TORRES & ROLANDO 805 N PALMAS ST WESLACO TX 78596-4742	E7200-00-020-0008-00 ESPLANADA BLK 20 LTS 8-9 805	L: 26250 B: 71898
RODRIGUEZ RENE & GUADALUPE 801 N PALMAS ST WESLACO TX 78596-4742	E7200-00-020-0010-00 ESPLANADA BLK20 LTS 10-11 801	L: 26250 B: 73268
ITHACA INVESTMENTS LTD PO BOX 461406 SAN ANTONIO TX 78246	P1050-01-001-0003-00 PALM PLAZA SHOP CENTER #1 BLK LOT 3 EXC N96'-W91' 1015 N TEXAS BLVD	L: 0 B: 0
SAN MARTIN DE PORRES CHURCH PO BOX 172 WESLACO TX 78599-0172	W3800-00-120-0000-00 WEST TRACT BLK FT 120 5.20 AC 901 N TEXAS BLVD	L: 1585584 B: 3140796
WESLACO PALM PLAZA LTD PO BOX 461406 SAN ANTONIO TX 78246-1406	W3800-00-120-0000-01 WEST TRACT BNG AN IRR TR N688.8' -W1021.05' AKA TR A,B,C & N96'-S 1025 N TEXAS BLVD	L: 4616896 B: 3667611

SCALE: 1" = 30'

BEARINGS BASED ON RECORD BEARINGS OF:
VILLA VISTA SUBDIVISION OF LANDS, AS RECORDED
IN VOLUME 7, PAGE 50, H.C.M.R.

ADDRESS:

313 W. PIKE BLVD.
WESLACO, TX 78599



FIRM:
FLOOD INSURANCE RATE MAP
COMMUNITY-PANEL NUMBER
480349 0005 B
MAP REVISED: 03/04/1980
THIS AREA IS IN FLOOD ZONE "C"

LEGEND:

F - FOUND 1/2"Ø IRON ROD
F₁ - FOUND 1/2"Ø PIPE
S - SET 1/2"Ø IRON ROD WITH
A CAP LABELED "RPLS 4204"

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE PLAT OF THE LANDS AS SURVEYED UNDER MY DIRECTION AND THAT THERE ARE NO VISIBLE DISCREPANCIES, VISIBLE EASEMENTS, CONFLICTS SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, PROTRUSIONS, EXCEPT AS SHOWN.



REGISTERED PROFESSIONAL LAND
SURVEYOR # 4204

PLAT SHOWING

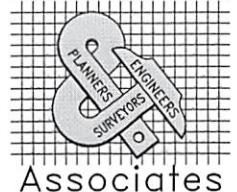
ALL OF LOTS 18 AND 19, BLOCK 19, ESPLANADA
SUBDIVISION, AS RECORDED IN VOLUME 8, PAGE
26, MAP RECORDS, HIDALGO COUNTY, TEXAS.

This survey is being provided solely for the use of the current parties and that no license has been created, expressed or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within a six (6) months time period.

NOTES:

NOTES:
OVERHEAD AND UNDERGROUND FACILITIES ARE NOT SHOWN ON THIS SURVEY.
SURVEY COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

R.E. Garcia



R. E. GARCIA & ASSOCIATES

ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-5001) & SURVEYOR (10015300)

116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

TITLE:

BOUNDARY SURVEY

DATE: JUNE 29, 2020

REV:

JOB # 2020-097 BOOK T-148/PG.52

SCALE: 1" = 30'

DRAWN BY: E.S.

TAX RECEIPT



PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TX 78540

CA # 2867

Certified Owner:

GONZALEZ DOMINGO J
328 W ZACATECAS ST
WESLACO, TX 78599-4450

Legal Description:

ESPLANADA BLK 19 LTS 18-19

Parcel Address: 313 W PIKE BLVD

Legal Acres: 0.1148

Deposit No: E20345148A
Validation No: 900000059343067

Account No: E7200-00-019-0018-00
Operator Code: JACKIE148

Remit Seq No: 45206666
Receipt Date: 12/10/2020
Deposit Date: 12/10/2020
Print Date: 12/10/2020 11:48 AM
Printed By: JACKIE148
Appr. Dist. No.: 171322

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2020	Hidalgo County	TL	17,750	0.575000	102.06	0.00	0.00	102.06
2020	Drainage Dist #1	TL	17,750	0.102600	18.21	0.00	0.00	18.21
2020	City Of Weslaco	TL	17,750	0.696700	123.66	0.00	0.00	123.66
2020	Weslaco Isd	TL	17,750	1.018900	180.85	0.00	0.00	180.85
2020	South Texas Isd	TL	17,750	0.049200	8.73	0.00	0.00	8.73
2020	South Texas College	TL	17,750	0.171800	30.49	0.00	0.00	30.49
					<u>\$464.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$464.00</u>

> - -

- - <

Check Number(s):
2867

PAYMENT TYPE:
Checks:

\$464.00

Exemptions on this property:

Total Applied: \$464.00
Total Tendered: \$6,093.83
(for accounts paid on 12/10/2020)
Change Paid: \$0.00

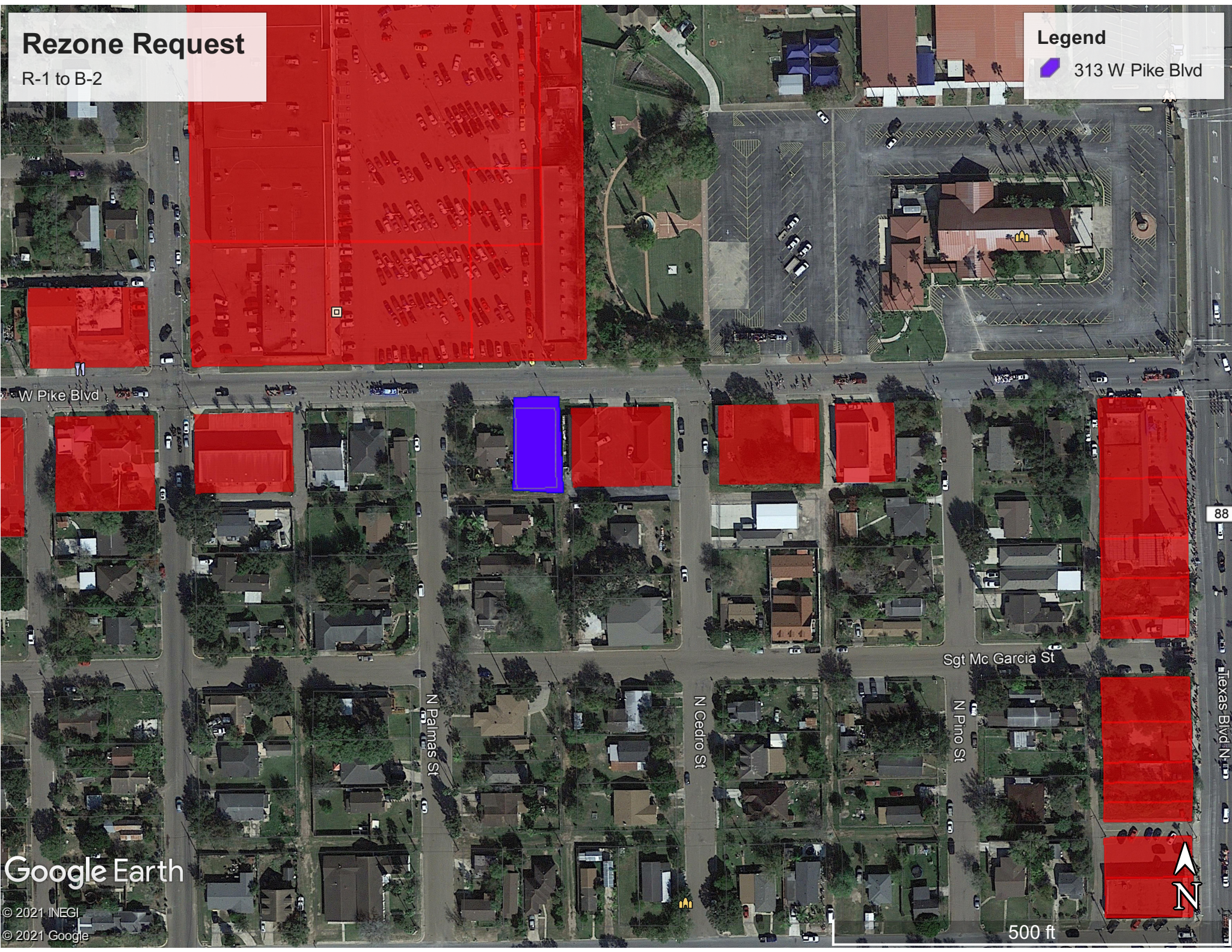
Account No: E7200-00-019-0018-00
PAYER: 22985142
DOMINGO J GONZALEZ
JULIE A VERA
328 W ZACATECAS
WESLACO, TX 78596

Rezone Request

R-1 to B-2

Legend

 313 W Pike Blvd



Google Earth

© 2021 INEGI
© 2021 Google

ORDINANCE NO. 2021-11

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 313 W PIKE BLVD. ALSO BEING LOT 18-19, BLOCK 19, ESPLANADA SUBDIVISION, WESLACO HIDALGO COUNTY, FROM R-1 ONE-FAMILY DWELLING TO B-2 SECONDARY AND HIGHWAY BUSINESS DISTRICT SUBDIVISION DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One-family dwelling to B-2 secondary and highway business district located at 313 W Pike Blvd. Also being Lot 18-19, Block 19, Esplanada Subdivision, Weslaco, Hidalgo County, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 16th day of March 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2021.

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: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4050	
From: Rebekah De La Fuente			
Subject: Discussion and consideration after public hearing on behalf of Marally Guajardo to approve a Conditional Use Permit to operate an event center at 501 S Texas Blvd., also being Lot 43-44, Block 42, Weslaco Original Townsite, Weslaco, 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 event center at 501 S Texas, also being Lot 43-44, Block 42, Weslaco Original Townsite, Weslaco, Hidalgo County, and Texas. Twenty-three (23) property owners within 200 feet of the applicant's property were notified by letter on February 19, 2021.			
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 February 15, 2021.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional user permit at their Regular meeting of March 3, 2021.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of the Conditional Use Permit.			
Attachments, if any: CUP- 501 S Texas- Memo, 501 S TEXAS - ATTACHMENTS, 501 S Texas Blvd- Aerial			
Responsibilities upon Approval: Staff will advise applicant			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

MEMO

TO: Mayor and City Commission

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

RE: CUP- 501 S Texas

DATE: March 8, 2021

The applicant is proposing to obtain a permit to operate an event center at the proposed location. This site has previously operated as an event center for children's parties. The site is within a B-3 District and does not required the construction of parking. Staff has not received any petitions for against this item from the surrounding property owners.

Thank you,

Rebekah de la Fuente, CFM



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. _____

PROPOSED PROJECT

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

Lot 43-44 Block 42

Subdivision Name Weslaco Original Townsite / SWL Texas Project

Street Address 501 S. Texas Blvd, Weslaco, TX 78596

Existing Zoning _____ Existing Land Use _____

Purpose for the Conditional Use Permit Request Event Center

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

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

APPLICANT

Name Marally Guajardo / Jorge Guajardo Phone 956-802-6001 / 956-802-5087

Address 110 Stone Ridge Dr. Fax: _____

City Weslaco State TX Zip Code 78596 E-Mail: memoryblvd.tx@gmail.com

OWNER

Name TEJAS BUILDING & DEVELOPMENT Phone 956-968-6800

Address 2623 N. TEXAS BLVD Fax: 956-969-2893

City WESLACO State TX Zip Code 78599 E-Mail: TEJAS TEJAS791@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 X

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



Owner

Date

1/15/21

Signature

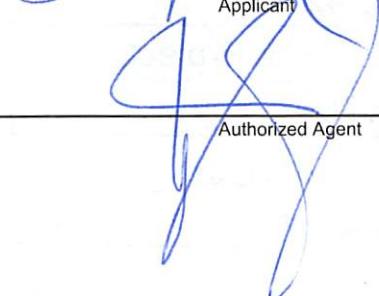


Applicant

Date

1/14/21

Signature



Authorized Agent

Date

1/14/21

STAFF USE ONLY

Accepted By _____ Payment Received By _____

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

P & Z Notice of Public Hearing Published in Newspaper

City Commission Notice of Public Hearing Published in Newspaper

Presented to P & Z Commission

Approved _____ Disapproved _____ Tabled _____

Presented to City Commission

Approved _____ Disapproved _____ Tabled _____

CITY OF WESLACO
956-968-3181

REC#: 02711727 1/18/2021 12:50 PM
OPER: vm TERM: 041
REF#:
PAID BY:

ACCT #: XXXX-XXXX-XXXX-1966
AUTH #: 27784Z
TRAN #: 000000000326
TYPE: PURCHASE

TRAN: 202.0000 CONDITIONAL USE PERM
MARALLY/JORGE GUJARDO
501 S TEXAS BLVD
101-400-1026
CONDITIONAL USE PER 305.00CR

TENDERED: 305.00 CREDIT CARD
APPLIED: 305.00-

CHANGE: 0.00

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

PLANNING DEPARTMENT

February 19, 2021

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, March 3, 2021, and the City Commission will hold a public hearing on March 16, 2021 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue and via zoom 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: +1 346 248 7799; Meeting ID: 860 6715 1275

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 March 3, 2021. A staff member will contact you with instructions via phone call to address your public comment.

CONDITIONAL USE PERMIT REQUEST:

Marally& Jorge Guajardo are requesting a Conditional Use Permit to operate an Event Center at 501 s Texas Blvd. also being lot 43-44, Block 42, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.

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

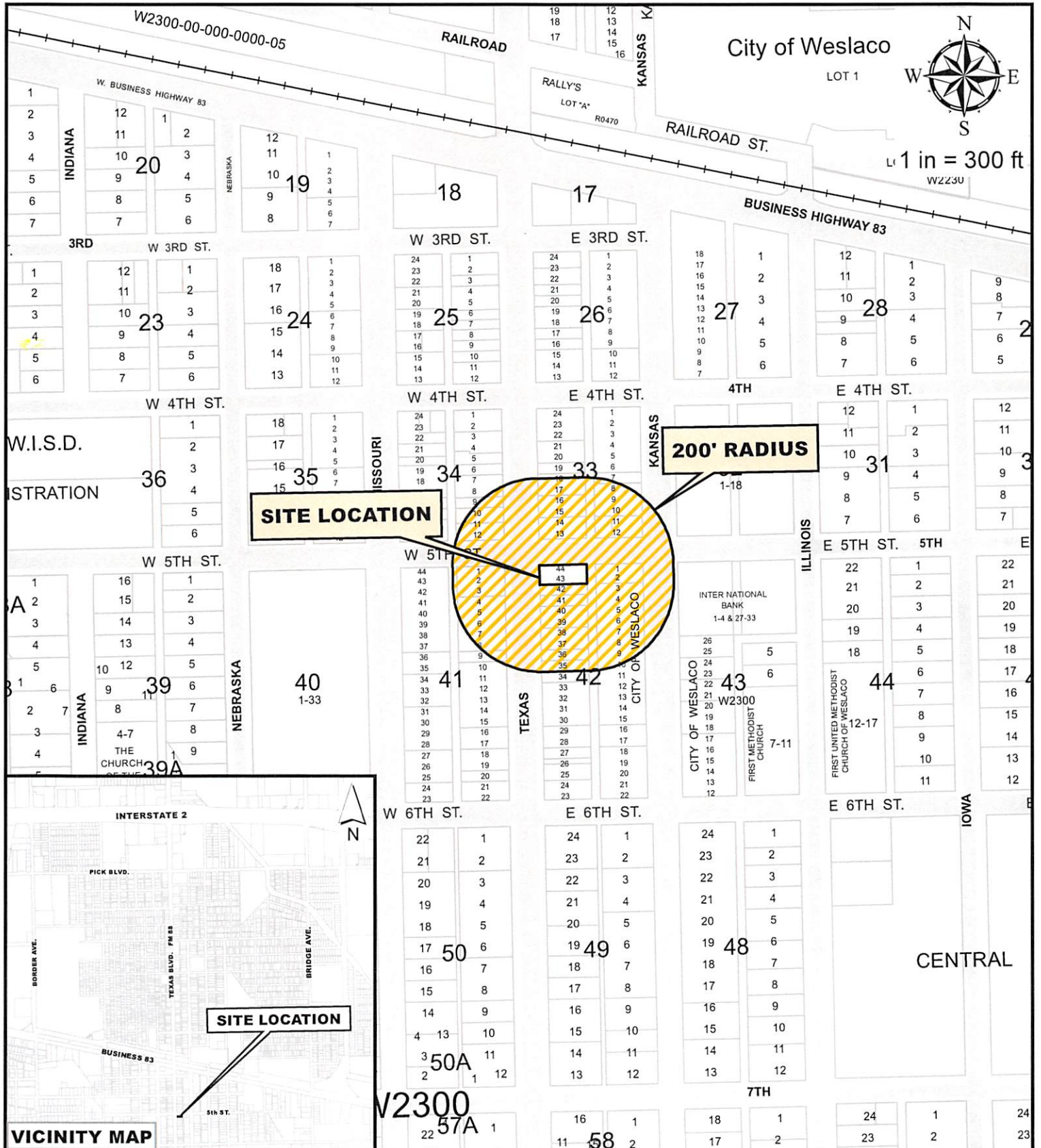
Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

CITY OF WESLACO

Engineering Department



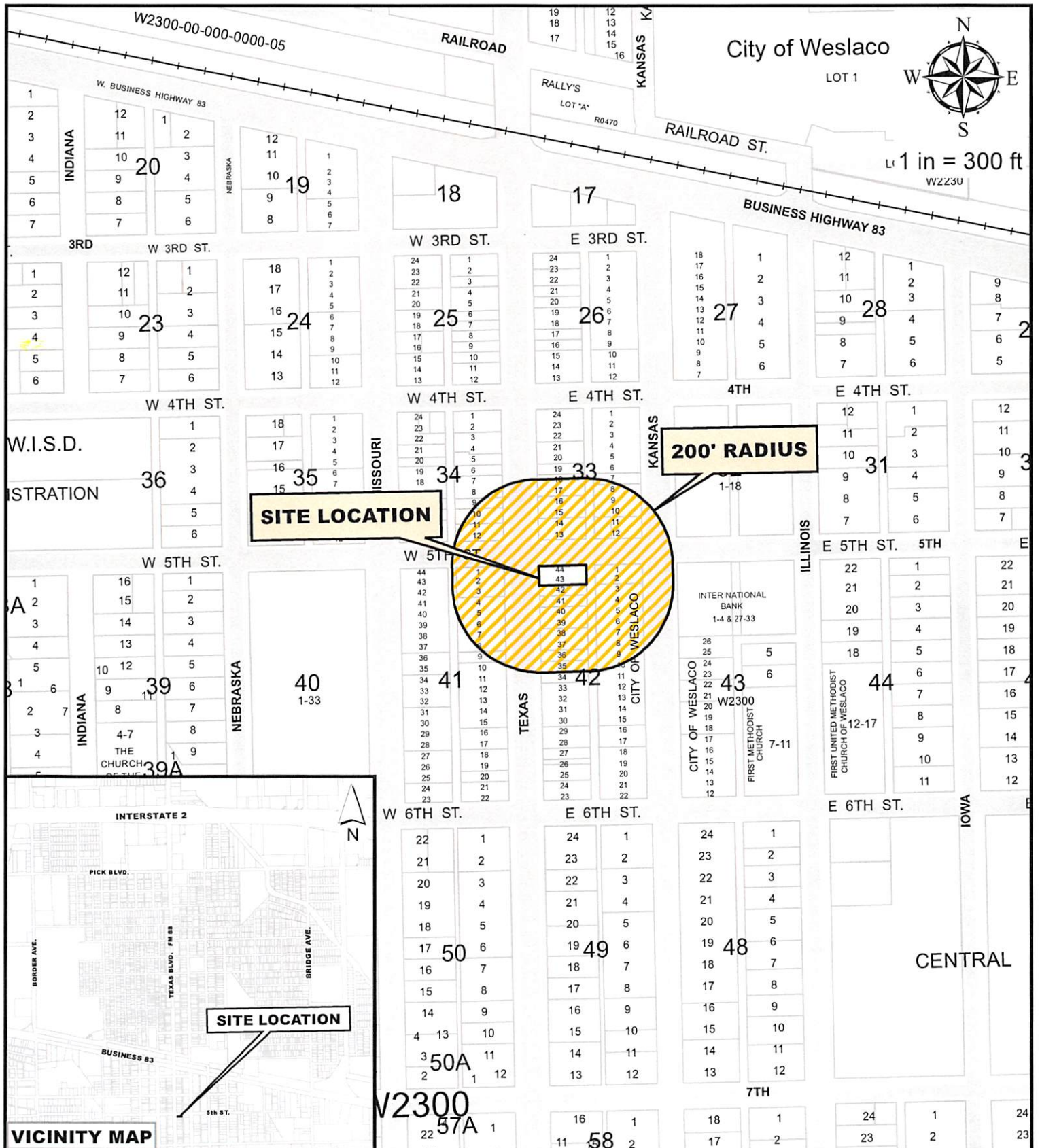
Marally Guajardo / Jorge Guajardo
501 South Texas Blvd.
Weslaco Original Townsite
BLK 42 LTS 43-44
LOT 13, BLOCK 142, F.T. W2304

Purpose for the Conditional Use Permit request

Existing zoning: B-3
Existing land use: Retail
CUP request: Event Center



Engineering Department



Marally Guajardo / Jorge Guajardo
501 South Texas Blvd.
Weslaco Original Townsite
BLK 42 LTS 43-44
LOT 13, BLOCK 142, F.T. W2304

Purpose for the Conditional Use Permit request

Existing zoning:	B-3
Existing land use:	Retail
CUP request:	Event Center



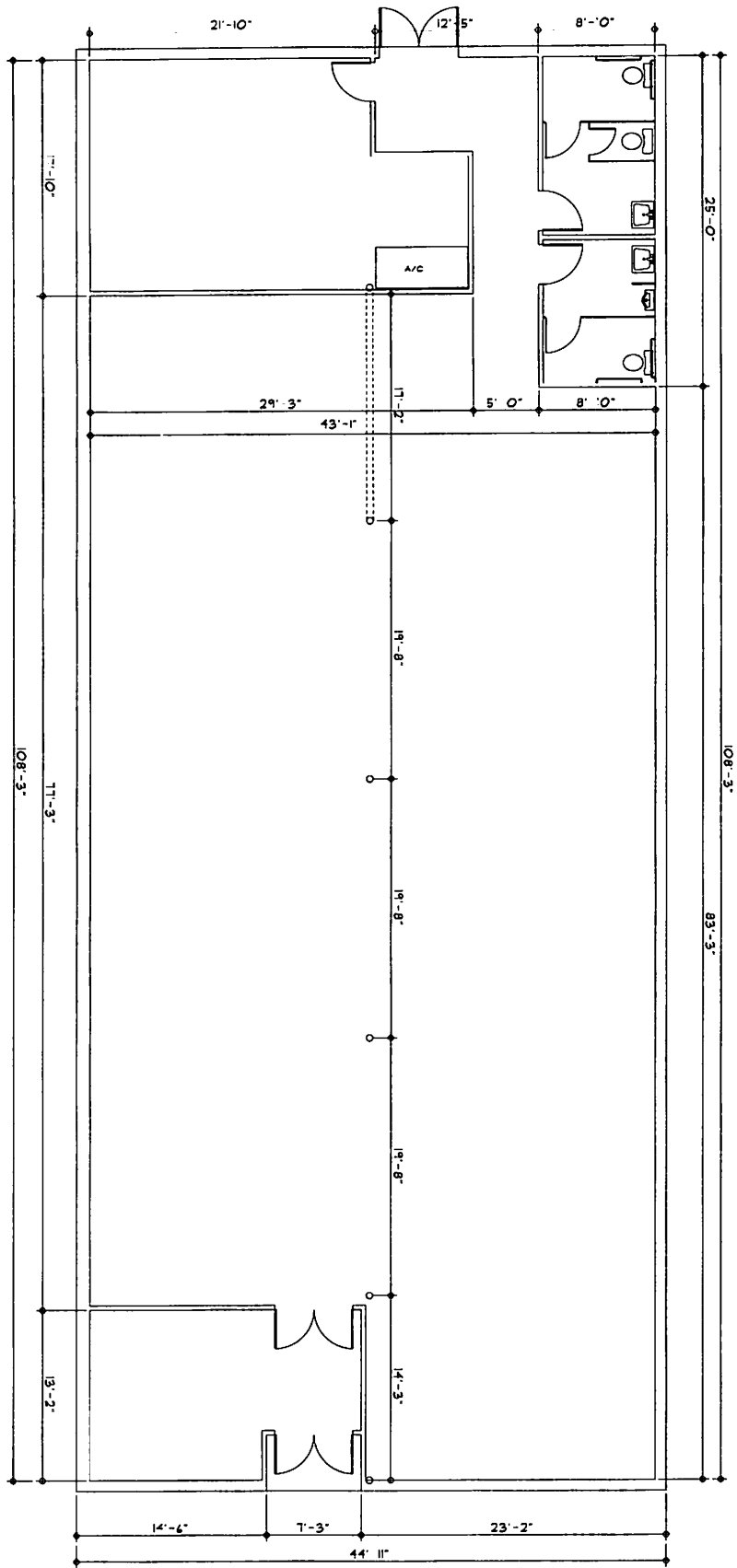
City of Weslaco Code Enforcement Dept.

FEB 18, 2021

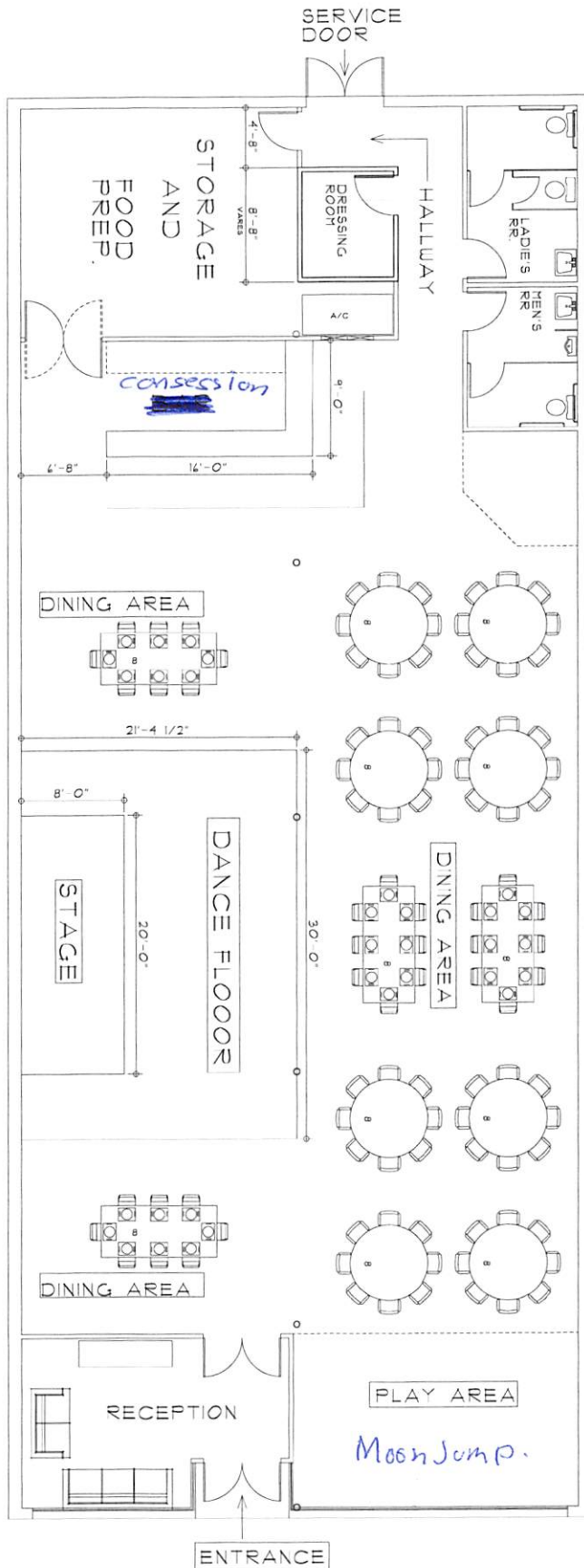
VILLARREAL JUAN J & MIRTHALA 3818 B SHEA WESLACO TX 78596-9519	W2300-00-033-0007-00 WESLACO ORIGINAL TOWNSITE BLK 33 LT 7 0 S KANSAS AVE	L: 16500 B: 3300
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596-6158	W2300-00-033-0008-00 WESLACO ORIGINAL TOWNSITE BLK 33 LTS 8,9,10 410 S KANSAS AVE	L: 40013 B: 77449
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596-6158	W2300-00-033-0011-00 WESLACO ORIGINAL TOWNSITE BLK 33 LTS E71' OF 11 & 12 500 S KANSAS AVE	L: 21300 B: 70941
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596-6158	W2300-00-033-0011-01 WESLACO ORIGINAL TOWNSITE BLK 33 LTS W39' OF 11-12 111 E 5TH ST	L: 11700 B: 66592
AGD LP PO BOX 8097 WESLACO TX 78599-8097	W2300-00-033-0013-00 WESLACO ORIGINAL TOWNSITE BLK 33 LTS 13-14 447 S TEXAS BLVD	L: 36300 B: 0
AGD LP PO BOX 8097 WESLACO TX 78599-8097	W2300-00-033-0015-00 WESLACO ORIGINAL TOWNSITE BLK 33 LTS 15-16 431 S TEXAS BLVD	L: 36300 B: 190696
VILLARREAL JUAN J & MIRTHALA 3818 B SHEA WESLACO TX 78596-9519	W2300-00-033-0017-00 WESLACO ORIGINAL TOWNSITE LOTS 1 7 & 18 BLK 33 0 S TEXAS BLVD	L: 36300 B: 183262
WELLS CHARLES T & DOUGLAS LEE 412 S TEXAS BLVD WESLACO TX 78596-6201	W2300-00-034-0007-00 WESLACO ORIGINAL TOWNSITE BLK 34 LTS 7,8, & N1' OF 9 412 S TEXAS BLVD	L: 37026 B: 222491
WELLS CHARLES T & DOUGLAS LEE 412 S TEXAS BLVD WESLACO TX 78596-6201	W2300-00-034-0009-00 WESLACO ORIGINAL TOWNSITE BLK 34 LT 9 LESS 1' 412 S TEXAS BLVD	L: 19008 B: 117181
LIDSKY LUIS TRUSTEE PO BOX 684649 AUSTIN TX 78768-4649	W2300-00-034-0010-00 WESLACO ORIGINAL TOWNSITE BLK 34 LTS 10 & N10'-11 420 S TEXAS BLVD	L: 25410 B: 66233
RUDY'S PLAZA & PROPERTIES LLC 1201 VALLEY VIEW DR WESLACO TX 78596-5617	W2300-00-034-0011-00 WESLACO ORIGINAL TOWNSITE BLK 34 LTS S15'-11 & 12 116 W 5TH ST	L: 29040 B: 186806
WESLACO BI-CULTURAL MUSEUM PO BOX 8062 WESLACO TX 78599-8062	W2300-00-041-0001-00 WESLACO ORIGINAL TOWNSITE BLK 41 LTS 1-2-3 500 S TEXAS BLVD	L: 50820 B: 311850

FEB 18, 2021

SUNDERLAND, TED P & MARGO 260 S TEXAS STE 400 WESLACO TX 78596-6191	W2300-00-041-0004-00 WESLACO ORIGINAL TOWNSITE LOTS 4 THRU 8 & LOT 37-44 BLK 41 516 S TEXAS BLVD	L: 161700 B: 542588
BRISENO NOEMI 4020 N TEXAS BLVD WESLACO TX 78599-9049	W2300-00-041-0009-05 WESLACO ORIGINAL TOWNSITE LOT 9 BLK 41 512 S TEXAS BLVD	L: 19800 B: 62881
ACOSTA LELIA SOBERANES DE 2002 S WESTGATE DR WESLACO TX 78596-9310	W2300-00-041-0010-00 WESLACO ORIGINAL TOWNSITE BLK 41 LTS 10-15 522 S TEXAS BLVD	L: 99000 B: 193642
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596-6158	W2300-00-042-0001-00 WESLACO ORIGINAL TOWNSITE LOTS 1 & 2 BLK 42 500 S KANSAS AVE	L: 29700 B: 250000
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596-6158	W2300-00-042-0003-00 WESLACO ORIGINAL TOWNSITE LOTS 3 THRU 15 BLK 42 115 E 5TH ST	L: 155513 B: 1000000
SOUTH TEXAS EDUCATIONAL TECH 1222 W SUGAR CANE DR WESLACO TX 78599-3892	W2300-00-042-0034-00 WESLACO ORIGINAL TOWNSITE LOTS 3 4 & 35 BLK 42 521 S TEXAS BLVD	L: 36300 B: 180077
AVENDANO GUADALUPE 513 S TEXAS BLVD WESLACO TX 78596	W2300-00-042-0036-00 WESLACO ORIGINAL TOWNSITE BLK 42 LT 36 517 S TEXAS BLVD	L: 19800 B: 86128
AVENDANO GUADALUPE 513 S TEXAS BLVD WESLACO TX 78596	W2300-00-042-0037-00 WESLACO ORIGINAL TOWNSITE BLK 42 LTS 37-38 513 S TEXAS BLVD	L: 36300 B: 173184
ELSA STATE BANK & TRUST CO PO BOX 397 ELSA TX 78543	W2300-00-042-0039-00 WESLACO ORIGINAL TOWNSITE BLK 42 LTS 39-40 509 S TEXAS BLVD	L: 36300 B: 0
TARPON INVESTMENTS LLC 2101 NORTHGATE CIR WESLACO TX 78599-3981	W2300-00-042-0041-00 WESLACO ORIGINAL TOWNSITE BLK 42 LTS 41-42 507 S TEXAS BLVD	L: 36300 B: 123474
TEJAS BUILDING & DEV CO INC 2623 N TEXAS BLVD WESLACO TX 78599-4039	W2300-00-042-0043-00 WESLACO ORIGINAL TOWNSITE BLK 42 LTS 43-44 0	L: 32670 B: 51274



AS-BUILT FLOOR PLAN T.L. AREA=4,937 S.F.
 FUTURE EVENT CENTER SC. 1/4"=1'-0"
 1/8/2021



TL. AREA=4,937 S.F.

CAPACITY	
SEATS	96
STAFF	4
TOTAL	100 PERSONS

MEMORY BLVD EVENT CENTER
 PROPOSED FLOOR PLAN
 501 S. TEXAS BLVD. WESLACO, TX.
 1/13/2021

PRELIMINARY

Conditional Use Permit

Event Center

Legend

 501 S Texas Blvd

 501 S Texas Blvd

E 5th St

S Kansas Ave

Google Earth

© 2021 INEGI

© 2021 Google

300 ft





Standardized Agenda Request Form

Date of Meeting: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4035	
From:			
Subject: Discussion and consideration to approve a variance from the Subdivision Ordinance 26-37, on behalf of Heriberto Garcia, to defer the assessment of park fees for San Pedro Estates Subdivision from the developer to the contractor/owner during the construction stage of the property and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: City's practice has been when land dedication is not given for any residential type subdivision, park fees are assessed prior to recording of the plat, as stipulated by City's Subdivision Ordinance. However, subdivision ordinance stipulates that "with the city commission approval, such payment in lieu of land maybe either made prior to the time of the final plat's recording or prior to the issuance of a building permit by the city." As the property has not been recorded, city and county files have property as one single lot. If approved, tracking of each lot becomes difficult.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rebekah De La Fuente		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends denial of the request.			
Attachments, if any: Park Fees- San Pedro- Memo, LETTER TO CITY OF WESLACO - PARK FEES			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

MEMO

TO: Mayor and City Commission

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

RE: Park Fees- San Pedro Subdivision

DATE: March 8, 2021

The developer for San Pedro Estates has requested the deferment of Park Fee's to help off-set the cost of infrastructure of this subdivision. City's practice has been when land dedication is not given for any residential type subdivision, park fees are assessed prior to recording of the plat, as stipulated by City's Subdivision Ordinance. However, subdivision ordinance stipulates that "with the city commission approval, such payment in lieu of land maybe either made prior to the time of the final plat's recording or prior to the issuance of a building permit by the city."

As the property has not been recorded, city and county files have property as one single lot. If approved, tracking of each lot becomes difficult.

Thank you,

Rebekah de la Fuente, CFM

Moore Land Surveying, LLC

14216 Palis Drive
La Feria, TX 78559

(956)245-0988
(956)245-4651

TBPLS Firm No. 10194186
TBPE Firm No. 19190

Ms. Rebekah de la Fuente, CFM
City of Weslaco Planning Director
255 S. Kansas Ave.
Weslaco, TX 78596

February 24, 2021

RE: SAN PEDRO ESTATES – PARK FEE DEFERRAL

Ms. de la Fuente:

I, Dustin Moore, PE, on behalf of our client, Heriberto Garcia, the owner of San Pedro Estates request the City Commission of the City of Weslaco consider a request to defer the payment of park fees for the referenced subdivision to the purchaser of the lots, to be collected as the owners come to pay for their water meters.

Should you have any questions, please feel free to contact myself at 956-245-4651 or d.moorelandsurveying@gmail.com.

Respectfully,



Dustin Moore, PE, CFM
Moore Land Surveying, LLC



Standardized Agenda Request Form

Date of Meeting: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4051	
From: Rebekah De La Fuente			
Subject: Discussion and consideration to approve the Final Plat for Pike District Subdivision—being 36.052 acres out of Farm Tract 163, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately the southeast corner of W. Pike Blvd and Milanos Rd. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed One hundred thirteen (113) lot subdivision is inside 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 a 6" sewer line. The property is within a Flood Zone "X".			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Final Plat at their Regular meeting of March 3, 2021.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of Final Plat.			
Attachments, if any: Pike District- Final Plat- Memo, Pike District -Attachments, Pike District- aerial, Pike District- Plats			
Responsibilities upon Approval: Staff will advise applicant			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

MEMO

TO: Mayor and City Commission

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

RE: Pike District- Final Plat

DATE: March 8, 2021

The proposed use for the 113-lot subdivision will be for residential lot Subdivision. The developer has complied with all departmental comments. The engineer has proposed on-site drainage which will be constructed to accommodate a 100-year storm. The engineer will also be providing sanitary sewer stub outs along Pike Blvd which will allow the City to extend sanitary sewer to property owners on the north side of Pike Blvd.

Thank you,

Rebekah de la Fuente, CFM



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: Pike District Subdivision

Location: Southwest Corner of W. Pike Blvd. (Mile 8 North) and Milanos Rd (Mile 6 1/2 West Rd.)

Legal Description: A tract of land containing 36.092 Acres situated in the City of Weslaco, Hidalgo County, Texas being a part or portion of Farm Tract 163, Block 178, The West and Adams Tracts.

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-I

Existing Land Use: Vacant Proposed Land Use: One Family Dwelling

Number of Lots Proposed: 113 Gross Acreage: 36.092

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: ZAIDA LLC Telephone: (956) 647-8409

Address: 230 W. Pile Suite 105 Fax: _____

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

ENGINEER INFORMATION

Name: SWG Engineering LLC Telephone: (956) 968-2194

Address: 611 Bill Summers Intl. Blvd. Fax: (956) 968-8300

City: Weslaco State: Tx Zip: 78596 E-mail: jreyes@siglerwinstongreenwood.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

- ☒ YES ☐ NO Water Provision: NAWSC
- ☒ YES ☐ NO Wastewater Provision: City of Weslaco
- ☒ YES ☐ NO Electric Company: AEP

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

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>HCDD#1</u>	☒ YES ☐ NO Irrigation District <u>HCCID#9</u>
---	--

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

Owner Signature: _____ Date: _____

SWG Engineering LLC

is the authorized agent

Authorized Agent Signature: Jose G. Reyes, P.E. Date: January 27, 2021

Authorized Agent Printed Name: Jose G. Reyes, P.E.

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: _____

SWG Engineering

Hidalgo County Drainage District No. 1

Drainage Report

Weslaco – Pike District Subdivision

Hidalgo County, Texas

Prepared By:

SWG Engineering, LLC

611 Bill Summers Intl. Blvd.

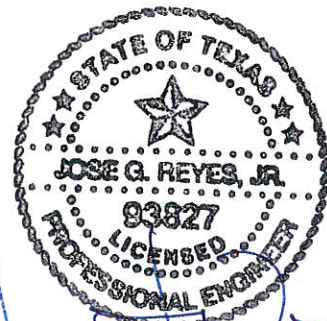
Weslaco, Texas 78596

Tel: 956-968-2194

Fax: 956-968-8300

sergio@siglerwinstongreenwood.com

1/14/2021



[Handwritten signature] P.E.
JAN. 14. 2021

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DRAINAGE REPORT
For
PIKE DISTRICT SUBDIVISION

I. Project Location

This project involves the development of a 35.21 acre tract of land for residential use. The site is located in the city of Weslaco, Hidalgo County and lies on the southwest intersection of W Pike Blvd (Mile 8 North Rd.) and N Milano Rd (Mile 6 1/2 West Rd.) just outside of the city limits. The proposed subdivision is comprised of 113 lots for a total of a 35.21 acre tract out of West tract, Hidalgo County, Texas.

II. Flood Plain

The area is considered to be under an unincorporated area determined by FEMA Flood Insurance Rate Map, Community Panel No. 480334 0450 C, and Map Revised June 6, 2000. The project area is under Zone "X", which is described as "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".

III. Soil Conditions

According to the Soil Survey Report prepared for Hidalgo County by the U.S.D.A. Soil Conservation Service, the area is composed of three types of soil: Hidalgo fine sandy loam (0 to 1 percent slopes), Hidalgo fine sandy loam (1 to 3 percent slopes), and Hidalgo sandy clay loam (0 to 1 percent slopes). The predominant soil type being Hidalgo clay loam, is listed in Hydrological Group B. See attached Soil Survey of Hidalgo County, Texas.

IV. Existing Conditions

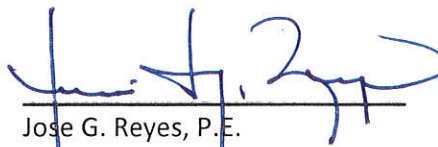
Existing runoff is by surface flow in a southwestern direction and has a runoff of **24.25 cfs** during the **10-yr** storm frequency as per attached calculations. The total impermeable area is approximately 0 square feet and the total permeable area is **1,533,748 sf²**. Due to no existing development, an existing weighted runoff coefficient of $C = 0.2$ was calculated.

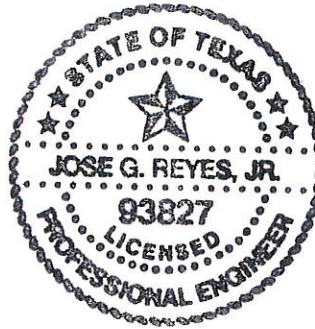
V. Proposed Conditions

Subject tract of land will be developed into 113 lots that will serve as a residential subdivision. One of the lots will be dedicated for a detention pond. Proposed runoff after development is **114.9 cfs**, during the **50-year** storm frequency, which is an increase of **90.65 cfs**. The proposed drainage for Pike District Subdivision consists of surface runoff from future development into the street and green areas. The total impermeable area is approximately **1,454,904 sf²** and the total permeable area is **78,408 ft²**. A

weighted runoff coefficient of $C = 0.59$ was calculated. For a **50-year storm frequency**, a peak detention volume is approximately **253,831 ft³ or 5.83 Acre-ft**. Please refer to attached drainage calculations. At time of improvements the storm water runoff from the improved area shall be discharged in a southwestern direction where it will be discharged into a proposed detention pond on the southeast corner of subdivision. The runoff shall be directed into an existing manhole along Milano's Rd. (Mile 6 ½ West Rd.), via 24" RCP, connected to an existing storm system, that will carry the storm water via 42" RCP to drain ditch 37D1, owned by HCCID#9. The detention pond is designed in order to detain a volume of **363,290 ft³**, which will be able to hold a 100 year frequency.

The drainage calculations are attached.


Jose G. Reyes, P.E.
January 14, 2021



Weslaco – Pike District Subdivision

Hidalgo County Drainage District No. 1
"C" Values for Rational Method

Type of Drainage Area	Runoff Coefficient
Residential Districts:	
Single Family (Lots less than ¼ acre)	0.30 – 0.50
Multi - Family (Less than 20 DU/AC)	0.40 – 0.60
Multi - Family (Greater than 20 DU/AC)	0.60 – 0.75
Business District:	
Downtown areas	0.70 – 0.95
Neighborhood areas	0.30 – 0.70
Industrial Districts:	
Light Areas	0.30 – 0.80
Heavy Areas	0.60 – 0.90
Railroad Yard Areas:	0.30 – 0.40
Park:	0.10 – 0.25
Unimproved Areas:	
Sand or sandy loam soil, 0-3%	0.15 – 0.20
Sand or sandy loam soil, 3-5%	0.20 – 0.25
Black or loessial soil, 0-3%	0.18 – 0.25
Black or loessial soil, 3-5%	0.25 – 0.30
Black or loessial soil, >5%	0.70 – 0.80
Deep sand area	0.05 – 0.15
Steep grassed slopes	0.70
Street:	
Asphalt	0.85 – 0.95
Concrete	0.90 – 0.95
Drives & Walks:	
Concrete	0.75 – 0.95

Detention Calculator

10-yr release

e= **0.8599**
 b= **116.24**
 d= **14.33**

50 yr Storm

Title: SWG# 20-135
 35.21 Ac Mitigation Area
 City of Weslaco, TX

Required Volume:

Req'd Volume **5.83** ac.ft**EXISTING DATA**

Total Area **35.21** acre
 Overland Flow Length - "L" **1100.00** LF

Existing Time of Concentration - "Tov" (grass)	45.55	% composition?	100%
Existing Time of Concentration - "Tov" (pavmt)	0.00	% composition?	0%
Total Existing Time of Concentration - "Tov"	45.55 minutes		
Existing Runoff Coefficient - "C"	0.20		
Intensity of Rainfall - "I"	3.44 in/hr		
Existing - "Q"	24.25 cfs		

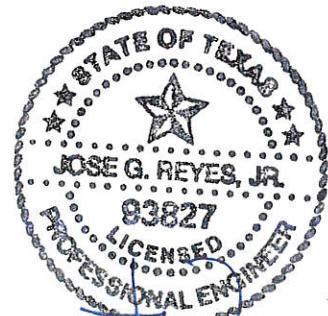
e= **0.8613**
 b= **170.66**
 d= **16.71**

PROPOSED IMPROVEMENTS

Total Area **35.21** acre
 Overland Flow Length - "L" **1100.00** LF

Proposed Time of Concentration - "Tov" (grass)	33.71	% composition?	74%
Proposed Time of Concentration - "Tov" (pavmt)	2.92	% composition?	26%
Total Proposed Time of Concentration - "Tov"	36.63 minutes		
Proposed Runoff Coefficient - "C"	0.59		
Intensity of Rainfall - "I"	5.55 in/hr		
Proposed - "Q"	114.90 cfs		

Time		I	Q in	V in	Q out	V out	Req'd V	Req'd V	
min	hr	in/hr	ft ³ /s	ft ³	ft ³ /s	ft ³	ft ³	ac-ft	
36.63	0.61	5.55	114.90	252549	24.25	53306	199243	4.57	
46.63	0.78	4.79	99.09	277264	24.25	60581	216683	4.97	
56.63	0.94	4.22	87.34	296783	24.25	67857	228927	5.26	
66.63	1.11	3.78	78.24	312786	24.25	75132	237654	5.46	
76.63	1.28	3.43	70.96	326277	24.25	82408	243870	5.60	
86.63	1.44	3.14	65.01	337898	24.25	89683	248215	5.70	
96.63	1.61	2.90	60.03	348079	24.25	96959	251120	5.76	
106.63	1.78	2.70	55.82	357122	24.25	104234	252888	5.81	
116.63	1.94	2.52	52.19	365247	24.25	111510	253737	5.83	
126.63	2.11	2.37	49.04	372616	24.25	118785	253831	5.83	High Point
136.63	2.28	2.24	46.27	379354	24.25	126061	253294	5.81	
146.63	2.44	2.12	43.82	385558	24.25	133336	252222	5.79	
156.63	2.61	2.01	41.64	391305	24.25	140612	250693	5.76	
166.63	2.78	1.92	39.67	396655	24.25	147887	248768	5.71	
176.63	2.94	1.83	37.90	401660	24.25	155163	246498	5.66	
186.63	3.11	1.75	36.29	406361	24.25	162438	243923	5.60	
196.63	3.28	1.68	34.82	410793	24.25	169714	241079	5.53	
206.63	3.44	1.62	33.47	414984	24.25	176989	237995	5.46	



Jan. 14, 2021

Existing Runoff Coef. Calculation:

Total Area =		35.2 acres	Weighted C <u>0.20</u>
Impermeable Area =	0%	0.0 acres	0.9
Pavement Area =	0%	0.0 acres	0.95
Permeable Area =	100%	35.2 acres	0.2

Future Runoff Coef. Calculation:

Total Area =		35.2 acres	Weighted C <u>0.59</u>
Impermeable Area =	26%	9.1 acres	0.9
Permeable Area =	5%	1.8 acres	0.2
Residential Area =	69%	24.3 acres	0.5

Elevations:

High =	88.68 ft
Low =	81.5 ft

Average Slope (Adjusted) = 0.00703

K= 0.828 *std coefficient*

N grass= 0.4 *unitless*

N pavement= 0.02 *unitless*

Rainfall Intensity-Duration-Frequency Coefficients for Texas

Based on United States Geological Survey (USGS) Scientific Investigations Report 2004-5041
"Atlas of Depth-Duration Frequency of Precipitation Annual Maxima for Texas"

1. Select English or SI Units

English

2. Select or Enter a County

Hidalgo

3. Enter a Time of Conc.

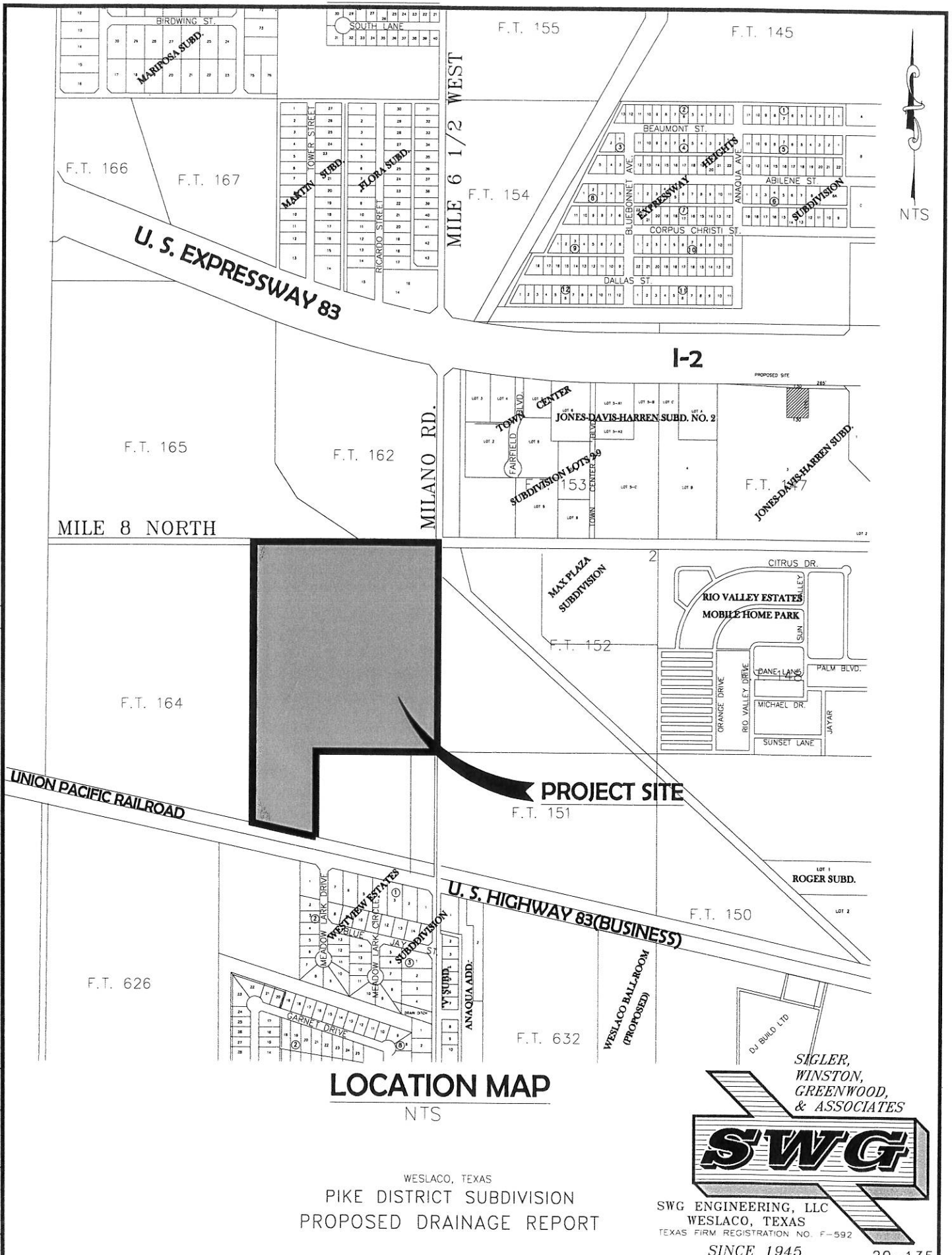
Select Units

36.33 min

Coefficient	50% (2-year)	20% (5-year)	10% (10-year)	4% (25-year)	2% (50-year)	1% (100-year)
e	0.8645	0.8647	0.8599	0.8572	0.8613	0.8619
b (in.)	72.40	100.21	116.24	140.47	170.66	201.07
d (min)	12.92	13.90	14.33	15.32	16.71	18.00

Intensity (in./hr) 2.49 3.39 3.98 4.78 5.58 6.43

Attachments



WESLACO, TEXAS
PIKE DISTRICT SUBDIVISION
PROPOSED DRAINAGE REPORT

SIGLER,
WINSTON,
GREENWOOD,
& ASSOCIATES

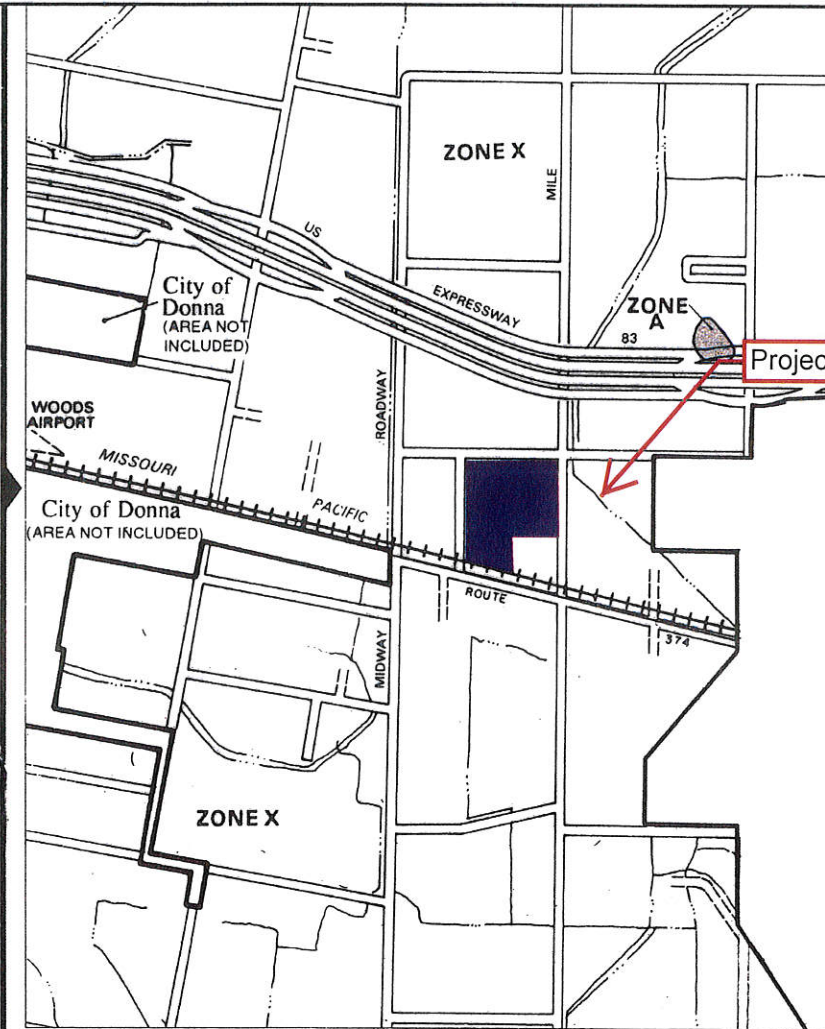
SWG

SWG ENGINEERING, LLC
WESLACO, TEXAS
TEXAS FIRM REGISTRATION NO. F-592
SINCE 1945

20-135
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5

6



APPROXIMATE SCALE

2000 0 2000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAPHIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER

480334 0450 C

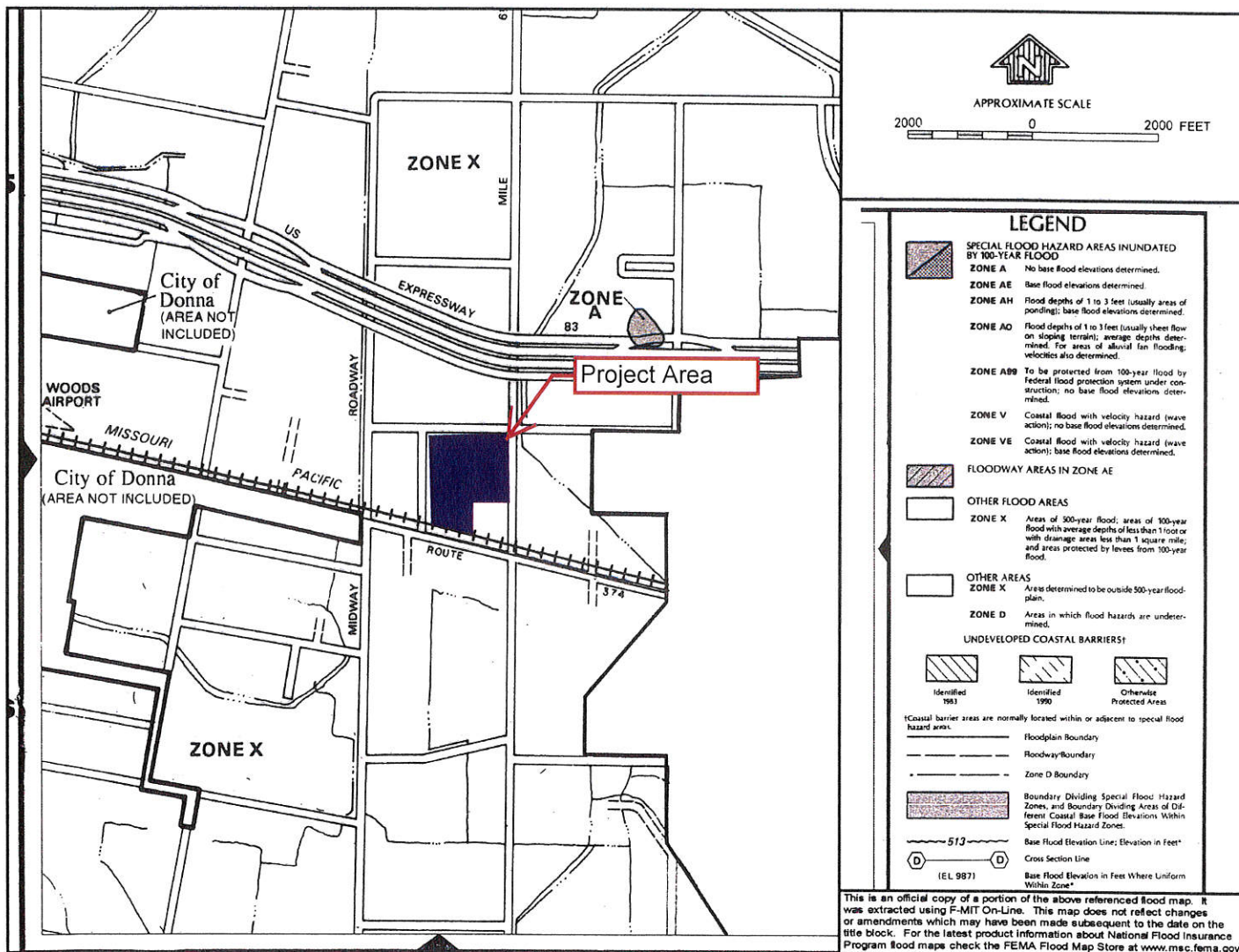
MAP REVISED:

JUNE 6, 2000



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

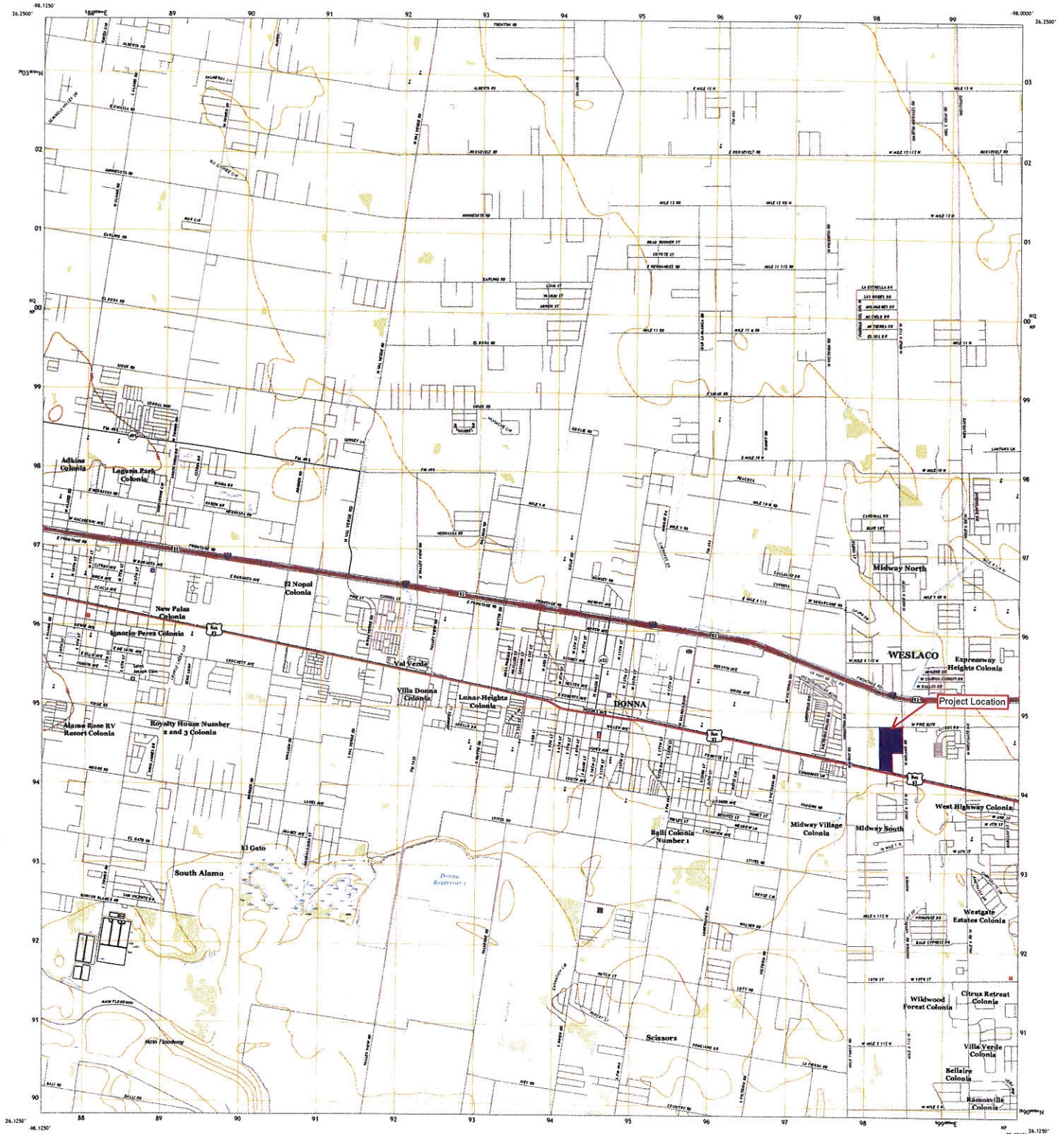




U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

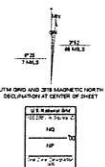


DONNA QUADRANGLE
TEXAS - HIDALGO COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1 000-meter grid/Universal Transverse Mercator, Zone 14E
This map is not a legal document. Boundary lines are
generated for this map scale. Private land within government
reservations may not be shown. Obtain permission before
entering private lands.

Images: NAD83, October 2014 - January 2017
Roads: U.S. Census Bureau, 2015
Name: National Hydrography Dataset, 2002 - 2010
Hydrography: National Hydrography Dataset, 2002 - 2010
Contours: Multiple sources: see metadata file 2015 - 2017
Boundaries: Multiple sources: see metadata file 2015 - 2017
Waterbodies: FWS National Wetlands Inventory 1983 - 1994



SCALE 1:24 000
1 000 2 000 3 000 4 000 5 000 6 000 7 000 8 000 9 000 10 000
FEET
0 1 2 3 4 5 6 7 8 9 10
KILOMETERS
CONTOUR INTERVAL 10 FEET
NORTH AMERICAN DATUM OF 1983
This map was produced in conformance with the
National Geospatial Program US Topographic Standard, 2011.
A metadata file associated with this product is available at www.usgs.gov.



1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

ROAD CLASSIFICATION
Expressway
Secondary Road
Local Road
US Route
State Route

DONNA, TX
2019





United States
Department of
Agriculture

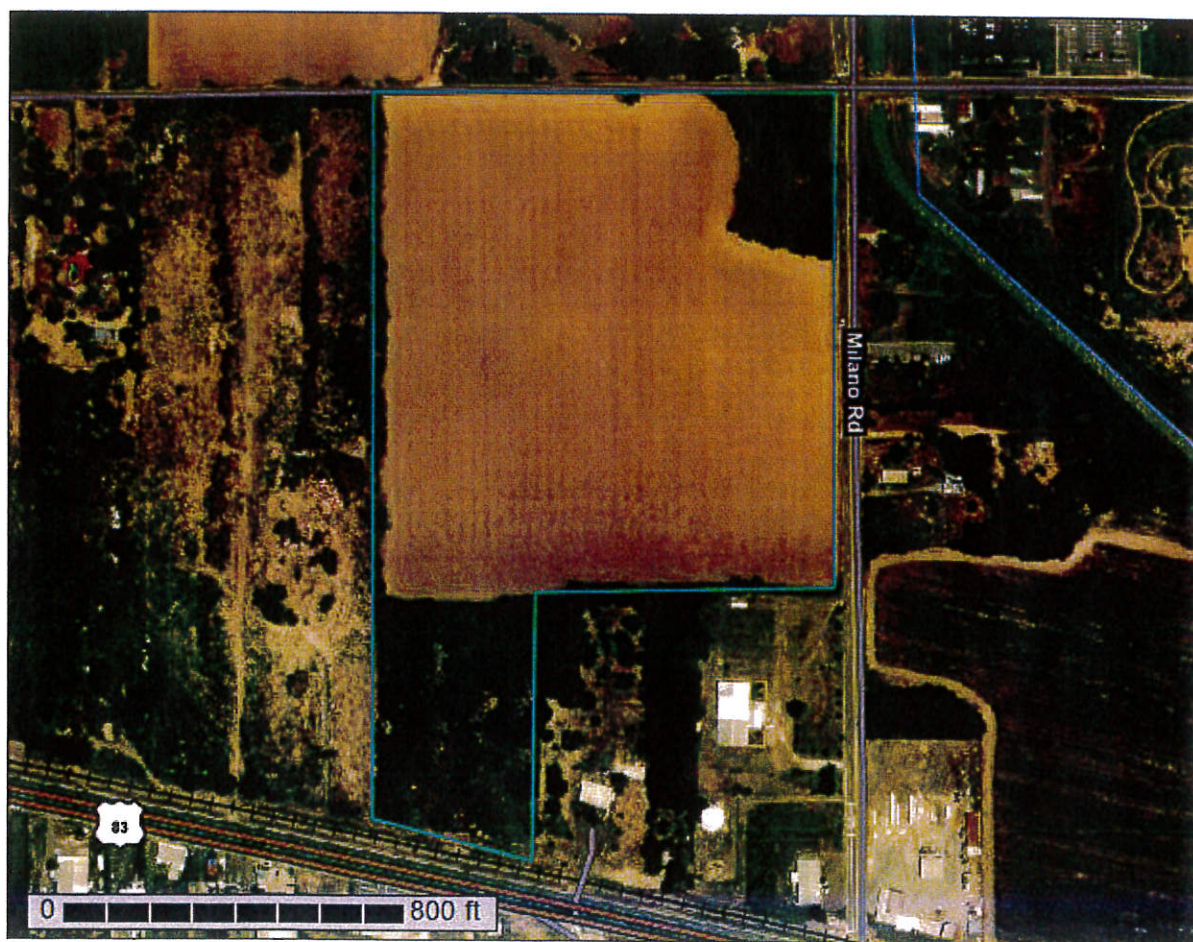
NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Hidalgo County, Texas**

Pike District Subdivision



December 28, 2020

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

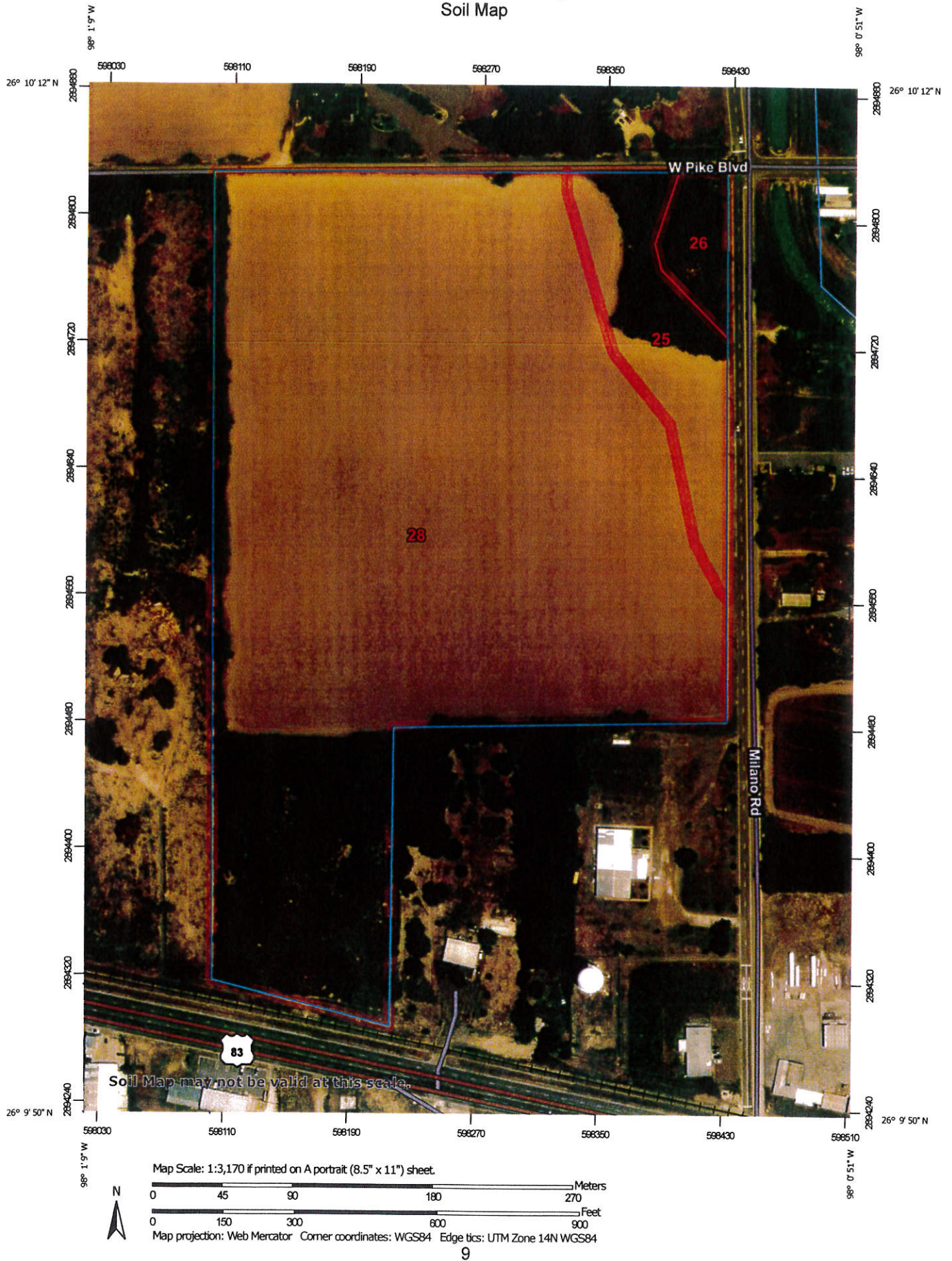
Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)		Spoil Area
Area of Interest (AOI)		Stony Spot
Soils		Very Stony Spot
Soil Map Unit Polygons		Wet Spot
Soil Map Unit Lines		Other
Soil Map Unit Points		Special Line Features
Special Point Features		Water Features
Blowout		Streams and Canals
Borrow Pit		Transportation
Clay Spot		Rails
Closed Depression		Interstate Highways
Gravel Pit		US Routes
Gravelly Spot		Major Roads
Landfill		Local Roads
Lava Flow		Background
Marsh or swamp		Aerial Photography
Mine or Quarry		
Miscellaneous Water		
Perennial Water		
Rock Outcrop		
Saline Spot		
Sandy Spot		
Severely Eroded Spot		
Sinkhole		
Slide or Slip		
Sodic Spot		

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 19, Jun 11, 2020

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.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
25	Hidalgo fine sandy loam, 0 to 1 percent slopes	2.9	8.8%
26	Hidalgo fine sandy loam, 1 to 3 percent slopes	0.8	2.5%
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	29.8	88.7%
Totals for Area of Interest		33.6	100.0%

Map Unit Descriptions

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, 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 and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils 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. Other minor components, however, have properties and behavioral 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

Custom Soil Resource Report

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*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one 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.

Hidalgo County, Texas

25—Hidalgo fine sandy loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2sxvn
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: Prime farmland if irrigated

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: fine sandy 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
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 content: 35 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 10.0
Available water capacity: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 2s
Land capability classification (nonirrigated): 2s
Hydrologic Soil Group: B
Ecological site: R083DY019TX - Gray Sandy Loam
Hydric soil rating: No

Minor Components

Willacy

Percent of map unit: 10 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Brennan

Percent of map unit: 5 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083EY023TX - Sandy Loam
Hydric soil rating: No

26—Hidalgo fine sandy loam, 1 to 3 percent slopes

Map Unit Setting

National map unit symbol: 2sxvp
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: Prime farmland if irrigated

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: Convex
Across-slope shape: Linear
Parent material: Calcareous loamy alluvium

Typical profile

Ap - 0 to 17 inches: fine sandy loam
Bk1 - 17 to 28 inches: sandy clay loam
Bk2 - 28 to 38 inches: clay loam
Ck - 38 to 80 inches: clay loam

Custom Soil Resource Report

Properties and qualities

Slope: 1 to 3 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: Low

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 content: 35 percent

Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)

Sodium adsorption ratio, maximum: 10.0

Available water capacity: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 2e

Land capability classification (nonirrigated): 2e

Hydrologic Soil Group: B

Ecological site: R083DY019TX - Gray Sandy Loam

Hydric soil rating: No

Minor Components

Willacy

Percent of map unit: 10 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Convex

Across-slope shape: Linear

Hydric soil rating: No

Brennan

Percent of map unit: 5 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Convex

Across-slope shape: Linear

Ecological site: R083EY023TX - Sandy Loam

Hydric soil rating: No

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

Custom Soil Resource Report

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

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 content: 35 percent

Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)

Sodium adsorption ratio, maximum: 10.0

Available water capacity: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 1

Land capability classification (nonirrigated): 2c

Hydrologic Soil Group: B

Ecological site: R083DY019TX - Gray Sandy Loam

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: R083DY025TX - Clay Loam

Hydric soil rating: No

Racombes

Percent of map unit: 6 percent

Landform: Terraces

Custom Soil Resource Report

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R083DY025TX - Clay Loam

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

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.

Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

National Research Council. 1995. Wetlands: Characteristics and boundaries.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577

Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580

Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.

United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.

United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374

United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelpdb1043084>

Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

TABLE 16.--ENGINEERING INDEX PROPERTIES

[Absence of an entry indicates that data were not estimated]

Map symbol and soil name	Depth	USDA texture	Classification		Percentage passing sieve number--				Liquid limit	Plasticity index
			Unified	AASHTO	4	10	40	200		
	<u>In</u>								<u>Pct</u>	
1.* Arents										
2----- Benito	0-7 7-65	Clay----- Clay-----	CH CH	A-7-6 A-7-6	100 100	100 100	100 100	95-100 95-100	75-94 75-94	48-64 48-64
3, 4----- Brennan	0-13 13-65	Fine sandy loam Sandy clay loam, loam.	SM, SM-SC, SC SC, CL	A-2-4, A-4 A-2-4, A-2-6, A-4, A-6	100 95-100	98-100 90-100	70-100 60-100	20-45 30-59	<30 22-39	NP-9 8-22
5----- Camargo	0-8 8-65	Silt loam----- Stratified silty clay loam to very fine sandy loam.	CL, CL-ML CL	A-6, A-4 A-6, A-7-6	100 100	100 100	95-100 95-100	70-100 70-100	20-35 30-45	4-16 11-25
6----- Camargo	0-8 8-65	Silty clay loam Stratified silty clay loam to very fine sandy loam.	CL CL	A-6, A-7-6 A-6, A-7-6	100 100	100 100	95-100 95-100	70-100 70-100	30-45 30-45	11-25 11-25
7----- Cameron	0-30 30-65	Silty clay----- Silt loam, loam	CH, CL CL	A-7-6 A-4, A-6	100 100	100 95-100	100 90-100	90-100 70-95	48-68 25-35	25-41 8-15
8----- Comitas	0-28 28-80	Loamy fine sand Fine sandy loam, sandy clay loam.	SM, SM-SC SM, SC, SM-SC	A-2-4 A-2-4, A-2-6, A-4, A-6	95-100 95-100	95-100 90-100	85-100 80-100	15-25 23-50	<25 <34	NP-4 NP-14
9----- Delfina	0-13 13-34 34-72	Loamy fine sand Sandy clay loam, clay loam. Sandy clay loam, fine sandy loam.	SM, SM-SC SC, CL SC	A-2-4, A-4 A-6, A-7-6 A-6, A-7-6	100 100 90-100	100 95-100 75-98	85-100 90-100 70-97	20-45 40-55 36-50	<25 31-48 30-46	NP-7 18-35 16-31
10, 11----- Delfina	0-13 13-34 34-72	Fine sandy loam Sandy clay loam, clay loam. Sandy clay loam, fine sandy loam.	SM-SC, SC, SM SC, CL SC	A-2-4, A-4 A-6, A-7-6 A-6, A-7-6	100 100 90-100	100 95-100 75-98	90-100 90-100 70-97	25-50 40-55 36-50	19-30 31-48 30-46	3-10 18-35 16-31
12----- Delmita	0-13 13-34 34-60	Loamy fine sand Sandy clay loam, fine sandy loam. Indurated-----	SM, SM-SC, SP-SM SC ---	A-2-4 A-2-4, A-2-6, A-4, A-6 ---	100 100 ---	95-100 100 ---	85-100 90-100 ---	11-25 30-50 ---	<25 27-39 ---	NP-7 8-18 ---
13.* Delmita-----	0-13 13-34 34-60	Fine sandy loam Sandy clay loam, fine sandy loam. Indurated-----	SM, SM-SC SC ---	A-2-4 A-2-4, A-2-6, A-4, A-6 ---	100 100 ---	100 100 ---	90-100 90-100 ---	20-35 30-50 ---	<27 27-39 ---	NP-7 8-18 ---

See footnote at end of table.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth In	USDA texture	Classification		Percentage passing sieve number--				Liquid limit Pct	Plas- ticity index
			Unified	AASHTO	4	10	40	200		
13:*										
Randado-----	0-9	Fine sandy loam	SM, SM-SC	A-2-4	75-100	70-100	70-100	20-35	<25	NP-7
	9-16	Fine sandy loam, sandy clay loam.	SC, SM-SC, GC	A-2-4, A-2-6, A-4, A-6	65-100	60-100	60-100	25-50	25-34	7-14
	16-60	Cemented-----	---	---	---	---	---	---	---	---
14-----	0-80	Fine sand-----	SP-SM, SM	A-2-4, A-3	100	100	75-100	5-25	<25	NP-3
Falfurrias										
15-----	0-7	Clay-----	CL, CH	A-7-6	100	100	100	90-100	41-55	20-30
Grulla	7-65	Silty clay, clay	CH	A-7-6	100	100	100	90-100	52-66	28-39
16, 17, 18-----	0-18	Fine sandy loam	SC, SM-SC, SM	A-2-4	100	95-100	95-100	17-35	<30	NP-8
Hargill	18-63	Sandy clay loam	SC, CL	A-6	100	95-100	95-100	40-55	30-40	11-20
	63-80	Sandy clay loam	SC	A-2-4, A-2-6, A-4, A-6	85-100	80-100	75-100	34-50	28-39	9-18
19, 20-----	0-8	Clay-----	CH	A-7-6	100	100	100	90-100	51-85	32-60
Harlingen	8-35	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
	35-72	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
21:*										
Harlingen-----	0-8	Clay-----	CH	A-7-6	100	100	100	90-100	51-85	32-60
	8-35	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
	35-72	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
Urban land.										
22, 23, 24-----	0-17	Sandy loam-----	SM	A-2-4	100	100	75-100	13-24	<25	NP-4
Hebbronville	17-58	Fine sandy loam, loam.	SM, SM-SC	A-2-4	100	100	90-100	20-30	<30	NP-7
	58-65	Fine sandy loam, loam.	SM-SC, SC	A-2-4, A-4, A-2-6, A-6	95-100	90-100	90-100	20-40	20-30	4-13
25, 26, 27-----	0-17	Fine sandy loam	SC, SM-SC	A-4, A-6	100	95-100	90-100	36-50	20-30	4-11
Hidalgo	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
28, 29, 30-----	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-55	29-40	11-20
Hidalgo	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
31:*										
Hidalgo-----	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-50	29-40	11-20
	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
Urban land.										

See footnote at end of table.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth	USDA texture	Classification		Percentage passing sieve number--				Liquid limit	Plasticity index
			Unified	AASHTO	4	10	40	200		
	<u>In</u>								<u>Pct</u>	
32:* Jimenez-----	0-8	Very gravelly loam.	GC, GM-GC	A-1, A-2-4, A-2-6	30-58	15-40	15-35	15-30	22-35	5-15
	8-10	Cemented-----	---	---	---	---	---	---	---	---
	10-60	Variable-----	---	---	---	---	---	---	---	---
Quemado-----	0-6	Very gravelly sandy loam.	GM, GC, GM-GC	A-1, A-2	30-50	20-50	15-35	15-30	<25	NP-10
	6-12	Very gravelly sandy loam, very gravelly loam, very gravelly sandy clay loam.	GM, GC, GM-GC	A-1, A-2	30-50	20-50	15-35	15-30	18-28	2-10
	12-18	Cemented-----	---	---	---	---	---	---	---	---
	18-60	Variable-----	---	---	---	---	---	---	---	---
33----- Laredo	0-14	Silty clay loam	CL	A-6, A-7-6, A-4	100	100	90-100	85-100	28-44	9-22
	14-65	Silty clay loam, silt loam, very fine sandy loam.	CL	A-6, A-7-6, A-4	100	95-100	90-100	70-95	28-43	9-21
34----- Matamoros	0-65	Silty clay, stratified silt loam to clay.	CH	A-7-6	100	100	100	95-100	51-65	30-41
35, 36, 37----- McAllen	0-14	Fine sandy loam	CL, SC, CL-ML, SM-SC	A-4, A-6	100	100	95-100	36-55	21-30	4-11
	14-72	Sandy clay loam, clay loam, fine sandy loam.	CL, SC	A-6	95-100	90-100	85-100	45-70	28-40	11-20
38----- McAllen	0-14	Sandy clay loam	CL, SC	A-6	100	100	95-100	36-55	29-40	11-20
	14-72	Sandy clay loam, clay loam, fine sandy loam.	CL, SC	A-6	95-100	90-100	85-100	45-70	28-40	11-20
39, 40, 41----- Mercedes	0-19	Clay-----	CH	A-7-6	85-100	80-100	80-100	75-95	55-76	32-49
	19-57	Clay-----	CH, CL-CH	A-7-6	85-100	80-100	80-100	75-95	50-76	32-49
	57-65	Clay-----	CH, CL	A-7-6	85-100	80-100	80-100	75-95	48-76	32-49
42----- Nueces	0-29	Fine sand-----	SP-SM, SM, SM-SC	A-2-4, A-3	100	95-100	90-100	8-35	<25	NP-6
	29-72	Sandy clay loam, sandy loam.	SC	A-2-6, A-6	90-100	90-100	80-100	20-50	25-40	11-20
43:* Nueces-----	0-29	Fine sand-----	SP-SM, SM, SM-SC	A-2-4, A-3	100	95-100	90-100	8-35	<25	NP-6
	29-72	Sandy clay loam, sandy loam.	SC	A-2-6, A-6	90-100	90-100	80-100	20-50	25-40	11-20
Sarita-----	0-48	Fine sand-----	SM-SC, SP-SM, SM	A-2-4, A-3	100	100	65-100	9-35	<25	NP-7
	48-80	Sandy clay loam, fine sandy loam.	SC	A-2-6, A-6	100	100	80-100	30-50	28-40	11-22
44----- Olmito	0-47	Silty clay-----	CH	A-7-6	100	100	100	90-100	51-70	28-44
	47-65	Silty clay, silty clay loam.	CH	A-7-6	95-100	90-100	85-100	85-100	51-70	28-44

See footnote at end of table.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth	USDA texture	Classification		Percentage passing sieve number--				Liquid limit	Plasticity index
			Unified	AASHTO	4	10	40	200		
	<u>In</u>								<u>Pct</u>	
45,* 46,* 47.* Pits										
48, 49----- Racombe	0-13	Sandy clay loam	CL, SC	A-4, A-6	100	100	95-100	45-65	27-35	8-15
	13-49	Sandy clay loam, clay loam.	CL, SC	A-6, A-7	100	95-100	90-100	45-65	34-43	15-22
	49-72	Sandy clay loam, clay loam.	CL, SC	A-6	90-100	80-100	80-95	40-65	30-40	11-20
50----- Ramadero	0-21	Sandy clay loam	CL, SC	A-6, A-4	100	100	95-100	45-65	27-39	9-18
	21-65	Sandy clay loam, clay loam.	CL, SC	A-6, A-7	100	95-100	90-100	45-65	32-42	13-21
51: * Randado-----	0-9	Fine sandy loam	SM, SM-SC	A-2-4	75-100	70-100	70-100	20-35	<25	NP-7
	9-16	Fine sandy loam, sandy clay loam.	SC, SM-SC, GC	A-2-4, A-2-6, A-4, A-6	65-100	60-100	60-100	25-50	25-34	7-14
	16-60	Cemented-----	---	---	---	---	---	---	---	---
Cuevitas-----	0-8	Fine sandy loam	SM, SM-SC, SC	A-2-4	80-100	80-100	80-100	20-35	<28	NP-9
	8-60	Cemented-----	---	---	---	---	---	---	---	---
52, 53----- Raymondville	0-15	Clay loam-----	CL	A-6, A-7-6	100	100	95-100	51-85	37-50	18-30
	15-43	Clay, clay loam	CL, CH	A-6, A-7-6	100	95-100	95-100	75-95	38-55	19-35
	43-65	Clay, clay loam	CL, CH	A-7-6	100	85-100	80-100	75-95	40-53	20-30
54: * Raymondville----	0-15	Clay loam-----	CL	A-6, A-7-6	100	100	95-100	51-85	37-50	18-30
	15-43	Clay, clay loam	CL, CH	A-6, A-7-6	100	95-100	95-100	75-95	38-55	19-35
	43-65	Clay, clay loam	CL, CH	A-7-6	100	85-100	80-100	75-95	40-53	20-30
Urban land.										
55, 56----- Reynosa	0-15	Silty clay loam	CL, CL-ML	A-6, A-4, A-7-6	100	100	95-100	80-100	25-45	7-25
	15-48	Silty clay loam, silt loam.	CL	A-6, A-4, A-7-6	100	100	95-100	80-100	28-44	9-23
	48-65	Stratified silty clay loam to silt loam.	CL, CL-ML	A-6, A-4, A-7-6	100	100	90-100	70-100	20-49	4-29
57: * Reynosa-----	0-15	Silty clay loam	CL, CL-ML	A-6, A-4, A-7-6	100	100	95-100	80-100	25-45	7-25
	15-48	Silty clay loam, silt loam.	CL	A-6, A-4, A-7-6	100	100	95-100	80-100	28-44	9-23
	48-65	Stratified silty clay loam to silt loam.	CL, CL-ML	A-6, A-4, A-7-6	100	100	90-100	70-100	20-49	4-29
Urban land.										
58, 59----- Rio	0-12	Fine sandy loam	SC, SM-SC	A-2-4, A-4	95-100	95-100	95-100	30-48	<30	5-10
	12-38	Clay loam, clay	CL, CH	A-7-6	95-100	95-100	95-100	75-95	43-57	21-32
	38-63	Clay loam, sandy clay, sandy clay loam.	CL	A-7-6	95-100	95-100	85-95	55-80	41-50	20-27

See footnote at end of table.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth	USDA texture	Classification		Percentage passing sieve number--				Liquid limit	Plasticity index
			Unified	AASHTO	4	10	40	200		
	In'								Pct	
60, 61----- Rio	0-12 12-38 38-63	Clay loam----- Clay loam, clay Clay loam, sandy clay, sandy clay loam.	CL CL, CH CL	A-6, A-7 A-7-6 A-7-6	95-100 95-100 95-100	95-100 95-100 95-100	95-100 95-100 85-95	70-80 75-95 55-80	35-45 43-57 41-50	15-22 21-32 20-27
62----- Rio Grande	0-8 8-65	Silt loam----- Stratified silt loam to loamy very fine sand.	CL, CL-ML CL, CL-ML	A-4, A-6 A-4, A-6	100 100	100 100	95-100 95-100	70-95 70-100	20-30 20-33	4-12 4-12
63----- Rio Grande	0-8 8-65	Silty clay loam Stratified silt loam to loamy very fine sand.	CL CL, CL-ML	A-6, A-7 A-4, A-6	100 100	100 100	95-100 95-100	80-100 70-100	30-43 20-33	11-18 4-12
64, 65----- Runn	0-55 55-65	Silty clay----- Silty clay, silty clay loam, silt loam.	CH, CL CH, CL, CL-ML	A-7-6 A-6, A-7-6, A-4	100 100	100 95-100	95-100 90-100	85-98 70-98	43-62 21-62	21-36 4-36
66----- Sarita	0-48 48-80	Fine sand----- Sandy clay loam, fine sandy loam.	SM-SC, SP-SM, SM SC	A-2-4, A-3 A-2-6, A-6	100 100	100 100	65-100 80-100	9-35 30-50	<25 28-40	NP-7 11-22
67----- Tiocano	0-65	Clay-----	CH	A-7-6	100	100	95-100	85-100	56-76	33-49
68.* Urban land										
69.* Ustorthents										
70, 71----- Willacy	0-14 14-80	Fine sandy loam Sandy clay loam, fine sandy loam.	SC, SM-SC SC, CL	A-2-4, A-4 A-4, A-6	100 95-100	100 90-100	95-100 90-100	30-45 36-65	20-30 28-40	5-10 9-20
72.* Willacy-----	0-14 14-80	Fine sandy loam Sandy clay loam, fine sandy loam.	SC, SM-SC SC, CL	A-2-4, A-4 A-4, A-6	100 95-100	100 90-100	95-100 90-100	30-45 36-65	20-30 28-40	5-10 9-20
Urban land.										
73----- Zalla	0-9 9-65	Loamy fine sand Loamy fine sand, fine sand, sand.	SP-SM, SM, SM-SC SP-SM, SM, SM-SC	A-2-4 A-2-4	95-100 95-100	95-100 95-100	70-85 70-85	10-25 10-25	<25 <25	NP-7 NP-7
74----- Zalla	0-9 9-65	Silt loam----- Loamy fine sand, fine sand, sand.	CL, CL-ML, ML SP-SM, SM, SM-SC	A-4, A-6 A-2-4	100 95-100	100 95-100	90-100 70-85	70-80 10-25	<30 <25	NP-11 NP-7

* See description of the map unit for composition and behavior characteristics of the map unit.

TABLE 18.--SOIL AND WATER FEATURES

["Flooding" and "water table" and terms such as "rare," "brief," "apparent," and "perched" are explained in the text. The symbol > means more than. Absence of an entry indicates that the feature is not a concern]

Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hard-ness	Uncoated steel	Concrete
1.* Arents					<u>Ft</u>			<u>In</u>			
2----- Benito	D	Occasional	Long-----	Sep-May	4.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
3, 4----- Brennan	B	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
5, 6----- Camargo	B	Rare-----	Brief-----	Sep-May	>6.0	---	---	---	---	Moderate	Low.
7----- Cameron	D	None-----	---	---	5.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
8----- Comitas	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
9, 10, 11----- Delfina	B	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
12----- Delmita	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
13:* Delmita-----	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
Randado-----	C	None-----	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
14----- Falfurrias	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
15**----- Grulla	D	Frequent----	Very long	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
16, 17, 18----- Hargill	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
19----- Harlingen	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
20----- Harlingen	D	None-----	---	---	5.0-6.0	---	---	---	---	High-----	Moderate.
21:* Harlingen-----	D	None to rare	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
22, 23, 24----- Hebbronville	B	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
25, 26, 27, 28, 29----- Hidalgo	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
30----- Hidalgo	B	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
31:* Hidalgo-----	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
32:* Jimenez-----	C	None-----	---	---	>6.0	---	---	7-20	Thin	High-----	Low.

See footnotes at end of table.

TABLE 18.--SOIL AND WATER FEATURES--Continued

Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Concrete
					<u>Ft</u>			<u>In</u>			
32:* Quemado-----	C	None-----	---	---	>6.0	---	---	10-20	Thin	Moderate	Low.
33----- Laredo	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
34----- Matamoros	C	Occasional	Long-----	Sep-May	>6.0	---	---	---	---	High-----	Low.
35, 36, 37, 38---- McAllen	C	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
39, 40, 41----- Mercedes	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
42----- Nueces	C	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
43:* Nueces-----	C	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
Sarita-----	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
44, 44----- Olmito	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
45,* 46,* 47.* Pits											
48----- Racombe	B	Rare-----	---	---	>6.0	---	---	---	---	High-----	Low.
49----- Racombe	B	Rare-----	---	---	1.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
50----- Ramadero	B	Common-----	Brief-----	Sep-May	>6.0	---	---	---	---	High-----	Low.
51:* Randado-----	C	None-----	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
Cuevitas-----	D	None-----	---	---	>6.0	---	---	8-14	Thin	Moderate	Low.
52----- Raymondville	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
53----- Raymondville	D	None-----	---	---	2.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
54:* Raymondville-----	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
55----- Reynosa	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
56----- Reynosa	B	None-----	---	---	1.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
57:* Reynosa-----	B	None-----	---	---	>6.0	---	.	---	---	High-----	Low.
Urban land.											
58**----- Rio	D	Frequent-----	Long-----	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
59**----- Rio	D	Frequent-----	Long-----	Sep-May	+2-4.5	Apparent	Sep-May	---	---	High-----	Low.

See footnotes at end of table.

TABLE 18.--SOIL AND WATER FEATURES--Continued

Map symbol and soil name	Hydro- logic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth Ft	Kind	Months	Depth In	Hard- ness	Uncoated steel	Concrete
60**----- Rio	D	Frequent----	Long-----	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
61**----- Rio	D	Frequent----	Long-----	Sep-May	+2-4.5	Apparent	Sep-May	---	---	High-----	Low.
62, 63----- Rio Grande	B	Rare-----	Brief-----	Sep-May	>6.0	---	---	---	---	High-----	Low.
64----- Runn	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
65----- Runn	D	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
66----- Sarita	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
67**----- Tiocano	D	Frequent----	Long-----	Sep-May	+3-6.0	Perched	Sep-May	---	---	High-----	Low.
68.* Urban land											
69.* Ustorthents											
70, 71----- Willacy	B	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
72:* Willacy----- Urban land.	B	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
73----- Zalla	A	Occasional	Brief-----	Sep-May	>6.0	---	---	---	---	High-----	Low.
74----- Zalla	A	Rare-----	Brief-----	Sep-May	>6.0	---	---	---	---	High-----	Low.

* See description of the map unit for composition and behavior characteristics of the map unit.

** In the "High water table--Depth" column, a plus sign preceding the range in depth indicates that the water table is above the surface of the soil. The first numeral in the range indicates how high the water rises above the surface. The second numeral indicates the depth below the surface.

TABLE 15.--WATER MANAGEMENT

[Some terms that describe restrictive soil features are defined in the Glossary. See text for definitions of "slight," "moderate," and "severe." Absence of an entry indicates that the soil was not evaluated]

Map symbol and soil name	Limitations for--		Features affecting--			
	Pond reservoir areas	Embankments, dikes, and levees	Drainage	Irrigation	Terraces and diversions	Grassed waterways
1.* Arents						
2----- Benito	Moderate: seepage.	Moderate: hard to pack, excess salt.	Peres slowly, excess salt.	Slow intake, peres slowly, excess salt.	Peres slowly---	Excess salt, peres slowly.
3, 4----- Brennan	Moderate: seepage.	Moderate: piping.	Favorable-----	Favorable-----	Favorable-----	Favorable.
5, 6----- Camargo	Moderate: seepage.	Moderate: piping.	Floods-----	Erodes easily	Erodes easily	Erodes easily.
7----- Cameron	Severe: seepage.	Moderate: piping.	Favorable-----	Slow intake---	Favorable-----	Favorable.
8----- Comitas	Severe: seepage.	Moderate: seepage, piping.	Cutbanks cave	Droughty, fast intake.	Too sandy, soil blowing.	Droughty.
9----- Delfina	Moderate: seepage.	Moderate: wetness.	Favorable-----	Wetness, droughty, fast intake.	Soil blowing---	Favorable.
10, 11----- Delfina	Moderate: seepage.	Moderate: wetness.	Favorable-----	Wetness-----	Favorable-----	Favorable.
12----- Delmita	Severe: seepage.	Moderate: thin layer.	Cemented pan---	Soil blowing, cemented pan.	Cemented pan, soil blowing.	Cemented pan.
13.* Delmita-----	Severe: seepage.	Moderate: thin layer.	Cemented pan---	Soil blowing, cemented pan.	Cemented pan, soil blowing.	Cemented pan.
Randado-----	Severe: cemented pan, seepage.	Severe: thin layer.	Cemented pan---	Cemented pan---	Cemented pan---	Cemented pan.
14----- Falfurrias	Severe: seepage.	Severe: seepage, piping.	Cutbanks cave	Droughty, fast intake.	Too sandy-----	Droughty.
15----- Grulla	Slight-----	Severe: hard to pack, ponding.	Ponding, peres slowly, floods.	Ponding, slow intake, peres slowly.	Ponding, peres slowly.	Wetness, peres slowly.
16, 17----- Hargill	Moderate: seepage.	Moderate: piping.	Favorable-----	Favorable-----	Favorable-----	Favorable.
18----- Hargill	Moderate: seepage, slope.	Moderate: piping.	Slope-----	Slope-----	Favorable-----	Favorable.
19----- Harlingen	Slight-----	Severe: hard to pack.	Peres slowly---	Slow intake, peres slowly.	Peres slowly---	Excess salt, peres slowly.
20----- Harlingen	Slight-----	Moderate: hard to pack, excess salt.	Peres slowly, excess salt.	Droughty, slow intake, peres slowly.	Peres slowly---	Excess salt, droughty, peres slowly.
21.* Harlingen-----	Slight-----	Severe: hard to pack.	Peres slowly---	Slow intake, peres slowly.	Peres slowly---	Excess salt, peres slowly.
Urban land.						

See footnote at end of table.

TABLE 15.--WATER MANAGEMENT--Continued

Map symbol and soil name	Limitations for--		Features affecting--			
	Pond reservoir areas	Embankments, dikes, and levees	Drainage	Irrigation	Terraces and diversions	Grassed waterways
22, 23, 24----- Hebbronville	Severe: seepage.	Moderate: piping.	Favorable-----	Favorable-----	Soil blowing---	Favorable.
25, 26----- Hidalgo	Moderate: seepage.	Moderate: piping.	Favorable-----	Favorable-----	Favorable-----	Favorable.
27----- Hidalgo	Moderate: seepage, slope.	Moderate: piping.	Slope-----	Slope-----	Favorable-----	Favorable.
28, 29----- Hidalgo	Moderate: seepage.	Moderate: piping.	Favorable-----	Favorable-----	Favorable-----	Favorable.
30----- Hidalgo	Moderate: seepage.	Moderate: piping, wetness, excess salt.	Excess salt----	Wetness, excess salt.	Wetness-----	Excess salt, droughty.
31: # Hidalgo----- Urban land.	Moderate: seepage.	Moderate: piping.	Favorable-----	Favorable-----	Favorable-----	Favorable.
32: # Jimenez-----	Severe: cemented pan.	Severe: thin layer.	Cemented pan---	Droughty, cemented pan, slope.	Large stones, cemented pan.	Large stones, droughty.
Quemado-----	Severe: cemented pan.	Severe: seepage.	Cemented pan---	Droughty, cemented pan, slope.	Large stones, cemented pan.	Large stones, droughty, cemented pan.
33----- Laredo	Severe: seepage.	Moderate: piping.	Favorable-----	Erodes easily	Erodes easily	Erodes easily.
34----- Matamoros	Slight-----	Moderate: hard to pack.	Percs slowly, floods.	Slow intake, percs slowly, floods.	Percs slowly---	Percs slowly.
35, 36, 37, 38---- McAllen	Moderate: seepage.	Moderate: piping.	Favorable-----	Favorable-----	Favorable-----	Favorable.
39----- Mercedes	Slight-----	Severe: hard to pack.	Percs slowly---	Slow intake, percs slowly.	Percs slowly---	Percs slowly.
40----- Mercedes	Slight-----	Severe: hard to pack.	Percs slowly---	Slow intake, percs slowly, excess salt.	Percs slowly---	Excess salt, droughty, percs slowly.
41----- Mercedes	Slight-----	Severe: hard to pack.	Percs slowly---	Slow intake, percs slowly.	Percs slowly---	Percs slowly.
42----- Nueces	Moderate: seepage.	Severe: seepage, piping.	Cutbanks cave	Droughty, fast intake.	Too sandy, soil blowing.	Droughty.
43: # Nueces-----	Moderate: seepage.	Severe: seepage, piping.	Cutbanks cave	Droughty, fast intake.	Too sandy, soil blowing.	Droughty.
Sarita-----	Severe: seepage.	Severe: seepage, seepage.	Cutbanks cave	Droughty, fast intake.	Too sandy-----	Droughty.
44----- Olmito	Slight-----	Moderate: hard to pack.	Percs slowly---	Slow intake, percs slowly.	Percs slowly---	Percs slowly.

See footnote at end of table.

TABLE 15.--WATER MANAGEMENT--Continued

Map symbol and soil name	Limitations for--		Features affecting--			
	Pond reservoir areas	Embankments, dikes, and levees	Drainage	Irrigation	Terraces and diversions	Grassed waterways
45,* 46,* 47.* Pits						
48----- Racombe	Moderate: seepage.	Slight-----	Favorable-----	Favorable-----	Favorable-----	Favorable.
49----- Racombe	Moderate: seepage.	Severe: wetness, excess salt.	Excess salt----	Wetness, droughty, excess salt.	Wetness-----	Excess salt, droughty.
50----- Ramadero	Moderate: seepage.	Moderate: piping.	Floods-----	Floods-----	Favorable-----	Favorable.
51:* Randado-----	Severe: cemented pan, seepage.	Severe: thin layer.	Cemented pan---	Cemented pan---	Cemented pan---	Cemented pan.
Cuevitas-----	Severe: cemented pan, seepage.	Severe: thin layer.	Cemented pan---	Cemented pan---	Cemented pan---	Cemented pan.
52----- Raymondville	Slight-----	Moderate: hard to pack.	Percs slowly---	Slow intake, percs slowly.	Percs slowly---	Percs slowly.
53----- Raymondville	Slight-----	Severe: excess salt.	Percs slowly, excess salt.	Wetness, droughty, excess salt.	Wetness, percs slowly.	Excess salt, droughty, percs slowly.
54:* Raymondville-----	Slight-----	Moderate: hard to pack.	Percs slowly---	Slow intake, percs slowly.	Percs slowly---	Percs slowly.
Urban land.						
55----- Reynosa	Severe: seepage.	Moderate: thin layer, piping.	Favorable-----	Erodes easily	Erodes easily	Erodes easily.
56----- Reynosa	Severe: seepage.	Moderate: piping, wetness, excess salt.	Excess salt----	Wetness, excess salt, erodes easily.	Erodes easily, wetness.	Excess salt, erodes easily, droughty.
57:* Reynosa-----	Severe: seepage.	Moderate: thin layer, piping.	Favorable-----	Erodes easily	Erodes easily	Erodes easily.
Urban land.						
58----- Rio	Slight-----	Severe: ponding.	Ponding, percs slowly, floods.	Ponding, percs slowly, floods.	Ponding, percs slowly.	Wetness, percs slowly.
59----- Rio	Slight-----	Severe: ponding, excess salt.	Ponding, percs slowly, floods.	Ponding, droughty, percs slowly.	Ponding, percs slowly.	Wetness, excess salt, droughty.
60----- Rio	Slight-----	Severe: ponding.	Ponding, percs slowly, floods.	Ponding, percs slowly, floods.	Ponding, percs slowly.	Wetness, percs slowly.
61----- Rio	Slight-----	Severe: ponding, excess salt.	Ponding, percs slowly, floods.	Ponding, droughty, percs slowly.	Ponding, percs slowly.	Wetness, excess salt, droughty.
62, 63----- Rio Grande	Severe: seepage.	Severe: piping.	Floods-----	Erodes easily, floods.	Erodes easily	Erodes easily.

See footnote at end of table.

TABLE 15.--WATER MANAGEMENT--Continued

Map symbol and soil name	Limitations for--		Features affecting--			
	Pond reservoir areas	Embankments, dikes, and levees	Drainage	Irrigation	Terraces and diversions	Grassed waterways
64----- Runn	Moderate: seepage.	Moderate: hard to pack.	Peres slowly---	Slow intake, peres slowly, excess salt.	Peres slowly---	Peres slowly.
65----- Runn	Moderate: seepage.	Moderate: hard to pack, wetness, excess salt.	Peres slowly, excess salt.	Slow intake, peres slowly, excess salt.	Wetness, peres slowly.	Excess salt, erodes easily, peres slowly.
66----- Sarita	Severe: seepage.	Severe: seepage, seepage.	Cutbanks cave	Droughty, fast intake.	Too sandy-----	Droughty.
67----- Tiocano	Slight-----	Severe: hard to pack, ponding.	Ponding, peres slowly, floods.	Ponding, slow intake, peres slowly.	Ponding, peres slowly.	Wetness, peres slowly.
68.* Urban land						
69.* Ustorthents						
70, 71----- Willacy	Moderate: seepage.	Slight-----	Favorable-----	Favorable-----	Favorable-----	Favorable.
72.* Willacy----- Urban land.	Moderate: seepage.	Slight-----	Favorable-----	Favorable-----	Favorable-----	Favorable.
73, 74----- Zalla	Severe: seepage.	Severe: seepage, piping.	Floods-----	Droughty, fast intake.	Too sandy-----	Droughty.

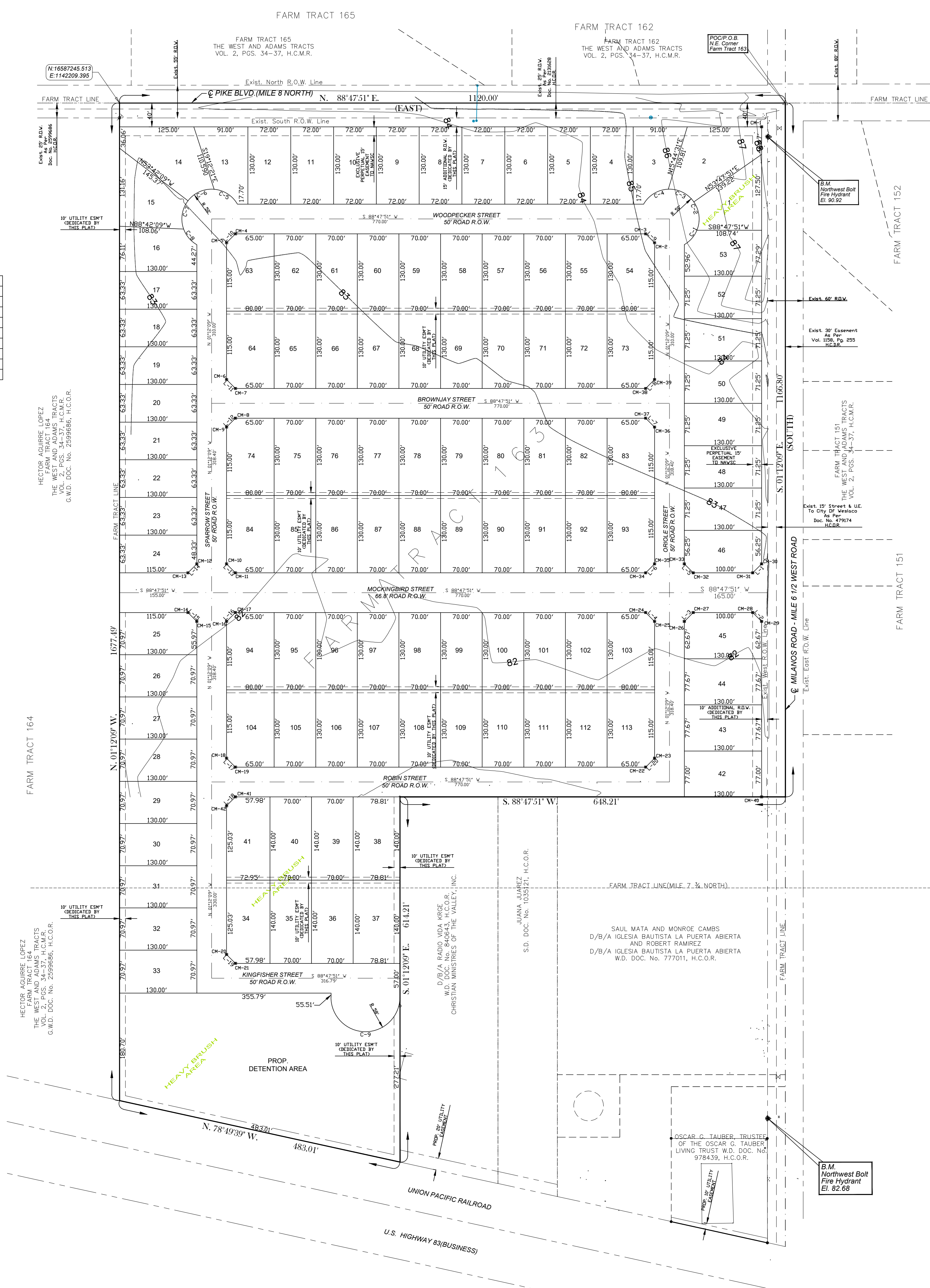
* See description of the map unit for composition and behavior characteristics of the map unit.

Z:\DRAFTING\MANUEL\ACAD\20-135-PIKE DIST. SUBD-TANUS\PIKE DIST. SUBD-12-22-20.DWG 1/27/2021 10:34 AM

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S43°47'51"W	21.21'
L2	N46°12'09"E	21.21'
L3	N43°47'51"E	21.21'
L4	N46°12'09"E	21.21'
L5	N46°12'09"W	21.21'
L6	S43°47'51"W	21.21'
L7	S46°12'09"E	21.21'
L8	S43°47'51"W	21.21'
L9	S46°12'09"E	21.21'
L10	N43°47'51"E	21.21'
L11	N46°12'09"W	21.21'
L12	N43°47'51"E	21.21'
L13	N46°12'09"W	21.21'
L14	S43°47'51"W	21.21'
L15	S46°12'09"E	21.21'
L16	N43°47'51"E	21.21'
L17	N46°12'09"W	21.21'
L18	N43°47'51"E	21.21'
L19	N46°12'09"W	21.21'
L20	S43°47'51"W	21.21'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C-1	50.00'	32.90'	N39°56'43"E	32.31'
C-2	50.00'	50.00'	N07°33'17"E	47.94'
C-3	50.00'	50.00'	N64°51'01"W	47.94'
C-4	50.00'	50.36'	S57°38'59"W	48.26'
C-5	50.00'	48.17'	N58°58'17"W	46.33'
C-6	50.00'	50.00'	S64°56'43"W	47.94'
C-7	50.00'	50.00'	S07°38'59"W	47.94'
C-8	50.00'	35.08'	S41°06'01"E	34.37'
C-9	58.00'	182.21'	N88°47'51"E	116.00'

CONCRETE MONUMENT			
CM	NORTHING	EASTING	ELEVATION
CM-1	16587228.3324	1143290.0807	0
CM-2	16587029.5979	1143114.2127	0
CM-3	16587014.2798	1143098.9012	0
CM-4	16587029.7994	1142409.0531	0
CM-5	16587014.4879	1142394.3712	0
CM-6	16586784.5386	1142399.1980	0
CM-7	16586769.8567	1142414.5095	0
CM-8	16586719.8677	1142415.5588	0
CM-9	16586704.5562	1142400.8769	0
CM-10	16586474.6068	1142405.7037	0
CM-11	16586459.9249	1142421.0152	0
CM-12	16586473.5605	1142355.7146	0
CM-13	16586458.2490	1142341.6538	0
CM-14	16586391.4641	1142342.4346	0
CM-15	16586376.7788	1142357.7461	0
CM-16	16586377.8282	1142407.7351	0
CM-17	16586393.1396	1142422.4170	0
CM-18	16586147.8788	1142412.5619	0
CM-19	16586133.1969	1142427.8734	0
CM-20	16585817.9189	1142410.5213	0
CM-21	16585803.5258	1142435.7295	0
CM-22	16586147.6773	1143117.7215	0
CM-23	16586162.9888	1143132.4034	0
CM-24	16586407.6200	1143112.2651	0
CM-25	16586392.9381	1143127.5766	0
CM-26	16586393.9874	1143177.5656	0
CM-27	16586409.2989	1143192.2475	0
CM-28	16586396.7150	1143307.5369	0
CM-29	16586411.3975	1143292.2254	0
CM-30	16586493.4943	1143305.5055	0
CM-31	16586478.1829	1143290.8236	0
CM-32	16586476.0842	1143180.8456	0
CM-33	16586490.7661	1143175.5341	0
CM-34	16586174.4053	1143110.8632	0
CM-35	16586489.7168	1143125.5471	0
CM-36	16586719.6661	1143120.7183	0
CM-37	16586734.3480	1143105.4068	0
CM-38	16586784.3370	1143104.4034	0
CM-39	16586799.6485	1143119.0394	0
CM-40	16586101.7806	1143313.7278	0
CM-41	16586083.2086	1142428.9560	0
CM-42	16586067.8971	1142414.8952	0



- LEGEND
- P.O.B. POINT OF BEGINNING
 - B.M. BENCH MARK
 - R.O.W. RIGHT OF WAY
 - H.C.O.R. HIDALGO COUNTY ORIGINAL RECORDS
 - H.C.D.R. HIDALGO COUNTY DEED RECORDS
 - W.D. WARRANTY DEED
 - NAWSC NORTH ALAMO WATER SUPPLY CORP.
 - SET CONCRETE MONUMENT WITH ELEVATION (CM-0)
 - SET 1/2" REBAR
 - 1/2" REBAR FOUND
 - EASEMENT LINE
 - PROPERTY LINE
 - R.O.W. LINE
 - CENTERLINE

LOT TABLE											
LOT #	AREA	LOT #	AREA	LOT #	AREA	LOT #	AREA	LOT #	AREA	LOT #	AREA
1	9662.72	21	8233.29	41	10100.00	61	9100.00	81	9100.00	101	9100.00
2	12943.38	22	8233.29	42	10010.04	62	9100.00	82	9100.00	102	9100.00
3	8632.73	23	8233.29	43	10096.71	63	10287.50	83	10287.50	103	10287.50
4	9360.00	24	8120.79	44	10096.71	64	10287.50	84	10287.50	104	10287.50
5	9360.00	25	9113.57	45	9871.54	65	9100.00	85	9100.00	105	9100.00
6	9360.00	26	9226.10	46	9036.63	66	9100.00	86	9100.00	106	9100.00
7	9360.00	27	9226.10	47	9262.50	67	9100.00	87	9100.00	107	9100.00
8	9360.00	28	9226.10	48	9262.50	68	9100.00	88	9100.00	108	9100.00
9	9360.00	29	9226.10	49	9262.50	69	9100.00	89	9100.00	109	9100.00
10	9360.00	30	9226.10	50	9262.50	70	9100.00	90	9100.00	110	9100.00
11	9360.00	31	9226.10	51	9262.50	71	9100.00	91	9100.00	111	9100.00
12	9360.00	32	9226.10	52	9262.50	72	9100.00	92	9100.00	112	9100.00
13	8520.56	33	9226.10	53	9730.58	73	10287.50	93	10287.50	113	10287.50
14	12303.83	34	10100.00	54	10287.50	74	10287.50	94	10287.50		
15	9939.46	35	10213.00	55	9100.00	75	9100.00	95	9100.00		
16	9175.49	36	9800.00	56	9100.00	76	9100.00	96	9100.00		
17	8233.29	37	11033.40	57	9100.00	77	9100.00	97	9100.00		
18	8233.29	38	10213.00	58	9100.00	78	9100.00	98	9100.00		
19	8233.29	39	10213.00	59	9100.00	79	9100.00	99	9100.00		
20	8233.29	40	10213.00	60	9100.00	80	9100.00	100	9100.00		

STATE OF TEXAS
COUNTY OF HIDALGO

ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE OLD PECAN GROVE SUBDIVISION, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

JOSE G. REYES, JR.
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 93827

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

SURVEYOR'S AND ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR AND REGISTERED PROFESSIONAL ENGINEER, 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.

JOE B. WINSTON, JR.
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 31109
REGISTERED PUBLIC LAND SURVEYOR
TEXAS REGISTRATION NO. 3780

DATE

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: Zaida, L.L.C. a Texas Limited Company	4900 N. 10th St. Suite C4	McAllen Tx. 78504	(956)-	956-
ENGINEER: Jose G. Reyes, Jr. P.E.	611 Bill Summers In'l Blvd.	Weslaco Tx. 78756	(956)-968-2194	956-968-8300
SURVEYOR: Joe B. Winston, Jr. P.E. R.P.L.S.	611 Bill Summers In'l Blvd.	Weslaco Tx. 78756	(956)-968-2194	956-968-8300

PIKE DISTRICT SUBDIVISION

PRELIMINARY
FOR REVIEW ONLY

Sigler,
Winston,
Greenwood,
& Associates, Inc.

SWG

SWG ENGINEERING, LLC
WESLACO, TEXAS
TEXAS FIRM REGISTRATION NO. F-592
(956) 968-2194
SINCE 1945

DATE OF PREPARATION
DECEMBER, 2020

Z:\DRAFTING\MANUEL\ACAD\20-135-PIKE DIST. SUBD-TANUS\PIKE DIST. SUBD-12-22-20.DWG 1/27/2021 10:34 AM

STATE OF TEXAS
COUNTY OF HIDALGO

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.0115(B)

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PIKE DISTRICT SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WESLACO

MAYOR OF CITY OF WESLACO _____ DATE _____
SECRETARY OF THE CITY OF WESLACO _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

PLANNING AND ZONING COMMISSION CHAIR

I, THE UNDERSIGNED, CHAIR 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.

PLANNING AND ZONING CHAIR _____ DATE _____

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

ON _____ AT _____ AM/PM O'CLOCK AM/PM INSTRUMENT
NUMBER _____ OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

BY: _____
DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

I, _____ ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF WESLACO, TEXAS, DO HEREBY CERTIFY THIS MINOR PLAT KNOWN AS PIKE DISTRICT SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE _____ DAY OF _____ 20____ WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR/ PLANNING AND ZONING
DEPARTMENT DIRECTOR CITY OF WESLACO _____ DATE _____

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

RAUL E. SESIN, P.E., CFM
GENERAL MANAGER

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

DATED THIS _____ DAY OF _____, 2021.

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.C.I.D. NO. 9 RIGHT OF WAY OR EASEMENT.
- 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 DISTRICT 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 AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

STATE OF TEXAS
COUNTY OF HIDALGO

ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE OLD PECAN GROVE SUBDIVISION, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

JOSE G. REYES, JR.
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 93827

STATE OF TEXAS
COUNTY OF HIDALGO

SURVEYOR'S AND ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR AND REGISTERED PROFESSIONAL ENGINEER, 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.

JOE B. WINSTON, JR.
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 31109
REGISTERED PUBLIC LAND SURVEYOR
TEXAS REGISTRATION NO. 3780

A TRACT OF LAND CONTAINING 36.052 ACRES SITUATED IN THE CITY OF WESLACO, HIDALGO COUNTY, BEING A PART OR PORCION OF LAND OUT OF FARM TRACT 163, WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS;

SAID 36.092 ACRES CONSISTING OF: 30.00 ACRES THAT WERE CONVEYED TO ZAIDA, L.L.C., BY VIRTUE OF A SPECIAL WARRANT DEED RECORDED UNDER DOCUMENT NUMBER 2131628, HIDALGO COUNTY OFFICIAL RECORDS AND 6.092 ACRES THAT WERE CONVEYED TO MID VALLEY CHEMICALS, INC., A TEXAS CORPORATION, BY VIRTUE OF A WARRANTY DEED RECORDED UNDER VOLUME 1740, PAGE 109, HIDALGO COUNTY DEED RECORDS; SAID 36.092 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING/BEGINNING AT A COTTON PICKER SPINDLE FOUND AT THE NORTHEAST CORNER OF SAID FARM TRACT 163, AND BEING WITHIN THE EXISTING RIGHTS OF WAY OF MILANOS ROAD(MILE 6 ½ WEST) AND WEST PIKE BOULEVARD(MILE 8 NORTH) FOR THE NORTHEAST CORNER OF THIS TRACT BEING DESCRIBED AND THE POINT OF COMMENCING/BEGINNING;

THENCE, SOUTH 01°12'09" EAST ("SOUTH" AS PER DEED) ALONG THE EAST LINE OF SAID FARM TRACT 163, AND WITHIN THE EXISTING RIGHT OF WAY OF MILANOS ROAD(MILE 6 ½ WEST) A DISTANCE OF 1,166.80 FT. TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 88°47'51" WEST, ("WEST" AS PER DEED) AT A DISTANCE OF 30.00 FT. PASS A 1/2-INCH REBAR FOUND ON THE EXISTING WEST RIGHT OF WAY LINE OF MILANOS ROAD(MILE 6 ½ WEST) AT A TOTAL DISTANCE OF 648.21 FT. TO A 1/2-INCH REBAR FOUND FOR AN INSIDE CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 01°12'09" EAST A DISTANCE OF 614.21 FT. TO A 1/2-INCH REBAR FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE, NORTH 78°49'39" WEST, ALONG THE SOUTH LINE OF SAID FARM TRACT 163, AT A DISTANCE OF 483.01 FT. PASS TO A 1/2-INCH REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE, NORTH 01°12'09" WEST ALONG THE WEST LINE OF SAID FARM TRACT 163, AT A DISTANCE OF 510.69 FT. PASS A FOUND 1/2-INCH REBAR FOUND (Northing: 16586078.970, Easting: 1142233.879) AT A DISTANCE OF 1,65249 FT. PASS A A PK NAIL FOUND ON TREE TRUNK ON THE EXISTING SOUTH RIGHT OF WAY OF WEST PIKE BOULEVARD (MILE 8 NORTH) AND CONTINUING A TOTAL DISTANCE OF 1,677.49 FT. TO A SPIKE FOUND (Northing:16587245.513, Easting: 1142209.395) AT THE NORTHWEST CORNER OF SAID FARM TRACT 163, AND WITHIN THE EXISTING RIGHT OF WAY OF WEST PIKE BOULEVARD (MILE 8 NORTH) FOR THE NORTHWEST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE, NORTH 88°47'51" EAST, ("EAST" AS PER DEED) ALONG THE NORTH LINE OF SAID FARM TRACT 163, AND WITHIN THE EXISTING RIGHT OF WAY OF WEST PIKE BOULEVARD (MILE 8 NORTH), A DISTANCE OF 1,120.00 FT. TO THE POINT OF BEGINNING AND CONTAINING 36.092 ACRES, OF WHICH 1.429 ACRES LIES WITHIN THE EXISTING RIGHTS OF WAY OF MILANOS ROAD (MILE 6 ½ WEST) AND WEST PIKE BOULEVARD(MILE 8 NORTH), LEAVING AN EXISTING NET OF 34.663 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, owners of the property shown on the plat, their successors, assigns, and transferees (hereinafter called "Grantor," whether one or more persons are named), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors, and assigns on Exclusive Perpetual Easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace and remove water distribution lines and appurtenances over and across lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the City, County or State hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenances, repair, replacement and relocation of the

structures referred to herein, thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantor has executed this instrument the _____ day of _____, 20____.

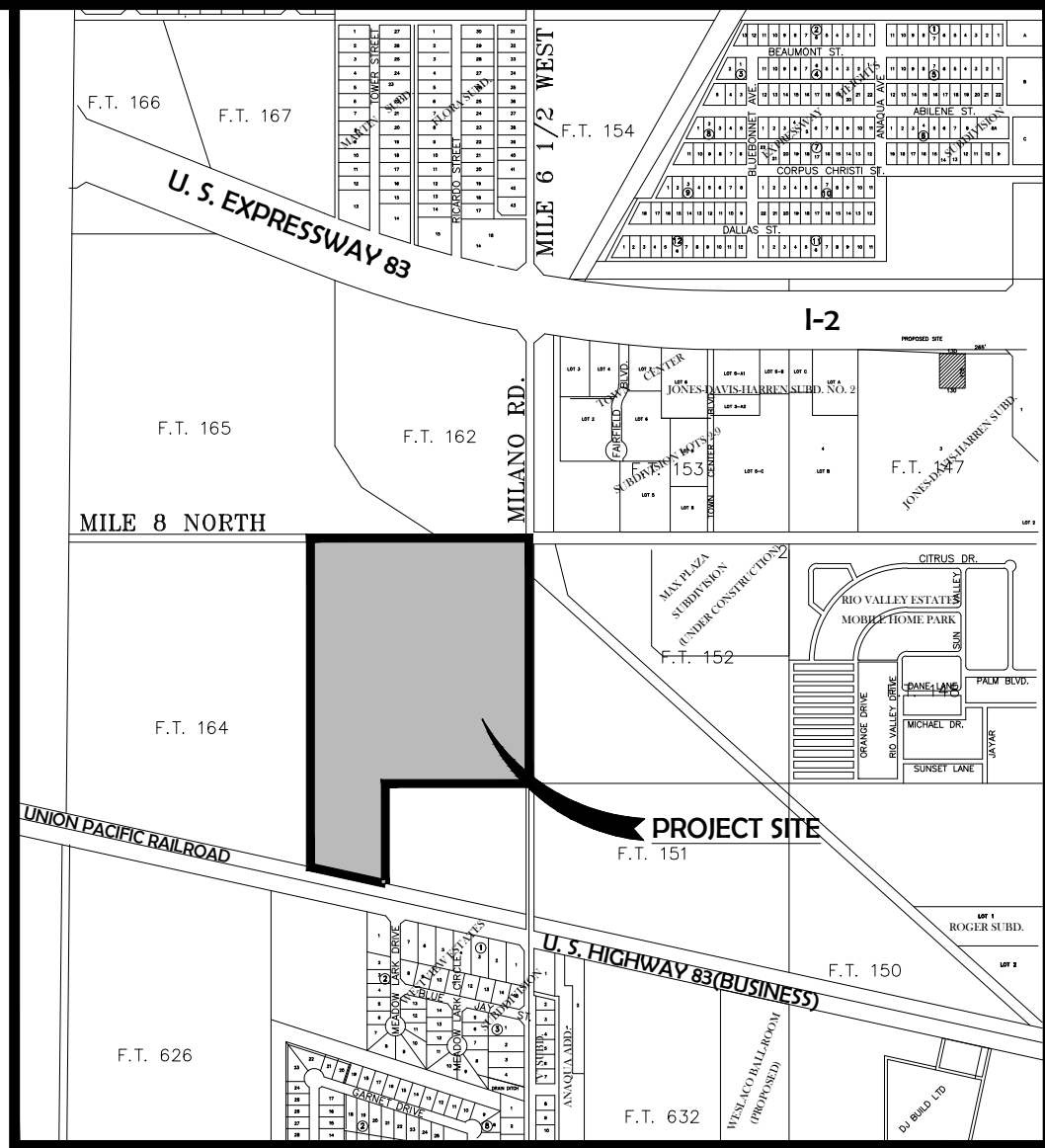
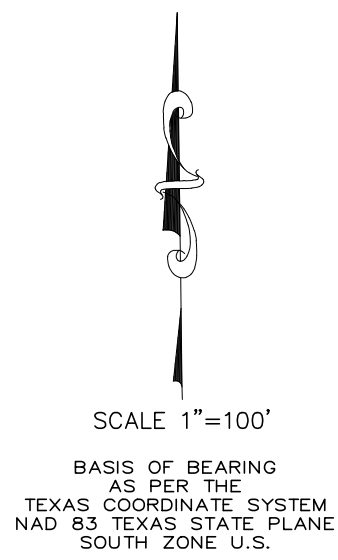
Print Name _____
Developer/President/Owner

ACKNOWLEDGEMENT
STATE OF TEXAS
COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES _____



LOCATION MAP
SCALE 1"=1000'

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS PIKE DISTRICT 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 THE 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 THE FRANCHISE TO THE CITY OF WESLACO, RESIDENTS OF THE SUBDIVISION, AND THEIR GUESTS

ZAIDA, L.L.C., A TEXAS LIMITED LIABILITY COMPANY _____ DATE _____
ROCIO P. TANUS, MANAGING PARTNER
2300 WEST PIKE, SUITE 105
WESLACO, TEXAS 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ROCIO P. TANUS, MANAGING PARTNER, AND KNOWN TO ME 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/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS PIKE DISTRICT 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 THE 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 THE FRANCHISE TO THE CITY OF WESLACO, RESIDENTS OF THE SUBDIVISION, AND THEIR GUESTS

AZTEC COMMERCIAL, L.P., A TEXAS LIMITED PARTNERSHIP
BY: AZTEC PARTNERS, L.L.C.,
ITS: GENERAL PARTNER

BY: _____ DATE _____
ROCIO P. TANUS, MANAGING PARTNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ROCIO P. TANUS, AND KNOWN TO ME 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/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:

PLAT NOTES AND RESTRICTIONS:

- THE DEVELOPER SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF AND REPAIR OF ANY SURFACE AND UNDERGROUND IMPROVEMENTS INCLUDING BUT NOT LIMITED TO PAVEMENT, LANDSCAPING INCIDENTAL TO UTILITY COMPANIES MAKING REPAIRS TO PUBLIC UTILITIES.
- MINIMUM SETBACK SHALL BE AS FOLLOWS:
FRONT: 25.0'
REAR: 25'
SIDE: 5'
SIDE CORNER: 10'
CUL-DA-SAC: 20'
- BENCH MARK: BENCH MARK FOUND SQUARE CUT ON CURB, NORTHING: 16587211.931, EASTING: 1143303.095, ELEV. 88.67.
- NO BUILDING OR FENCES SHALL BE BUILT OVER ANY EASEMENTS, EXCEPT AS SHOWN.
- LOT CORNERS HAVE BEEN SET WITH 1/2" REBARS.
- NO VISIBLE WATER WELLS ARE LOCATED WITHIN 150 FEET OF ANY SEWER SYSTEM.
- LOT OWNER(S) WILL CONNECT TO CITY SERVICES WHEN THEY BECOME AVAILABLE.
- NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHTS, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H. & C.C.I.D. NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE THE EXPRESSED WRITTEN PERMISSION OF THE H. & C.C.I.D. NO. 9.
- TRAFFIC CONTROL & STREET SIGNS TO BE PROVIDED FOR BY THE DEVELOPER.
- FLOOD ZONE X - AREA OF MINIMAL FLOODING. THIS SUBDIVISION IS IN ZONE "X" ON FEMA'S FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 480334 0450 C, REVISED JUNE 06, 2000.
- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 A TOTAL OF 253,831 CUBIC FEET OR 5.83 ACRE-FEET OF DRAINAGE RUNOFF IS REQUIRED FOR THIS SUBDIVISION. A TOTAL DETENTION PROVIDED 363,290 CUBIC FT. OR 8.34 ACRE FEET.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 10.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE NATURAL GROUND OR EXISTING ROAD, 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 ELEVATION. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN THE DESIGNATED FLOOD ZONE AT THE TIME FOR DEVELOPMENT PERMIT APPLICATION.
- STREET LIGHTS MUST BE LOCATED EVERY 300 FEET.
- A 5 FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF A NOTICE TO PROCEED.
- A 4 FT. SIDEWALK IS REQUIRED ALONG ALL STREETS UPON THE ISSUANCE OF BUILDING PERMIT. ON CORNER LOTS, OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.
- NO ACCESS SHALL BE GRANTED UNTO MILANOS ROAD(MILE 6 ½ WEST) FOR LOT 1 AND LOTS 48-59 OR ON PIKE BLVD.(MILE 8 NORTH) FOR LOTS 2-14.
- CORNERS LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
- DETENTION AREA SHALL BE MAINTAINED BY THE OWNER.

PIKE DISTRICT SUBDIVISION

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	Zaida, L.L.C. a Texas Limited Company	4900 N. 10th St. Suite C4	McAllen Tx. 78504	(956)-	956-
ENGINEER:	Jose G. Reyes, Jr. P.E.	611 Bill Summers Int'l Blvd.	Weslaco Tx. 78596	(956)-968-2194	956-968-8300
SURVEYOR:	Joe B. Winston, Jr. P.E. RPLS.	611 Bill Summers Int'l Blvd.	Weslaco Tx. 78596	(956)-968-2194	956-968-8300

PRELIMINARY
FOR REVIEW ONLY

Sigler,
Winston,
Greenwood,
& Associates, Inc.
SWG
SWG ENGINEERING, LLC
WESLACO, TEXAS
TEXAS FIRM REGISTRATION NO. F-592
(956) 968-2194
SINCE 1945

DATE OF PREPARATION
DECEMBER, 2020

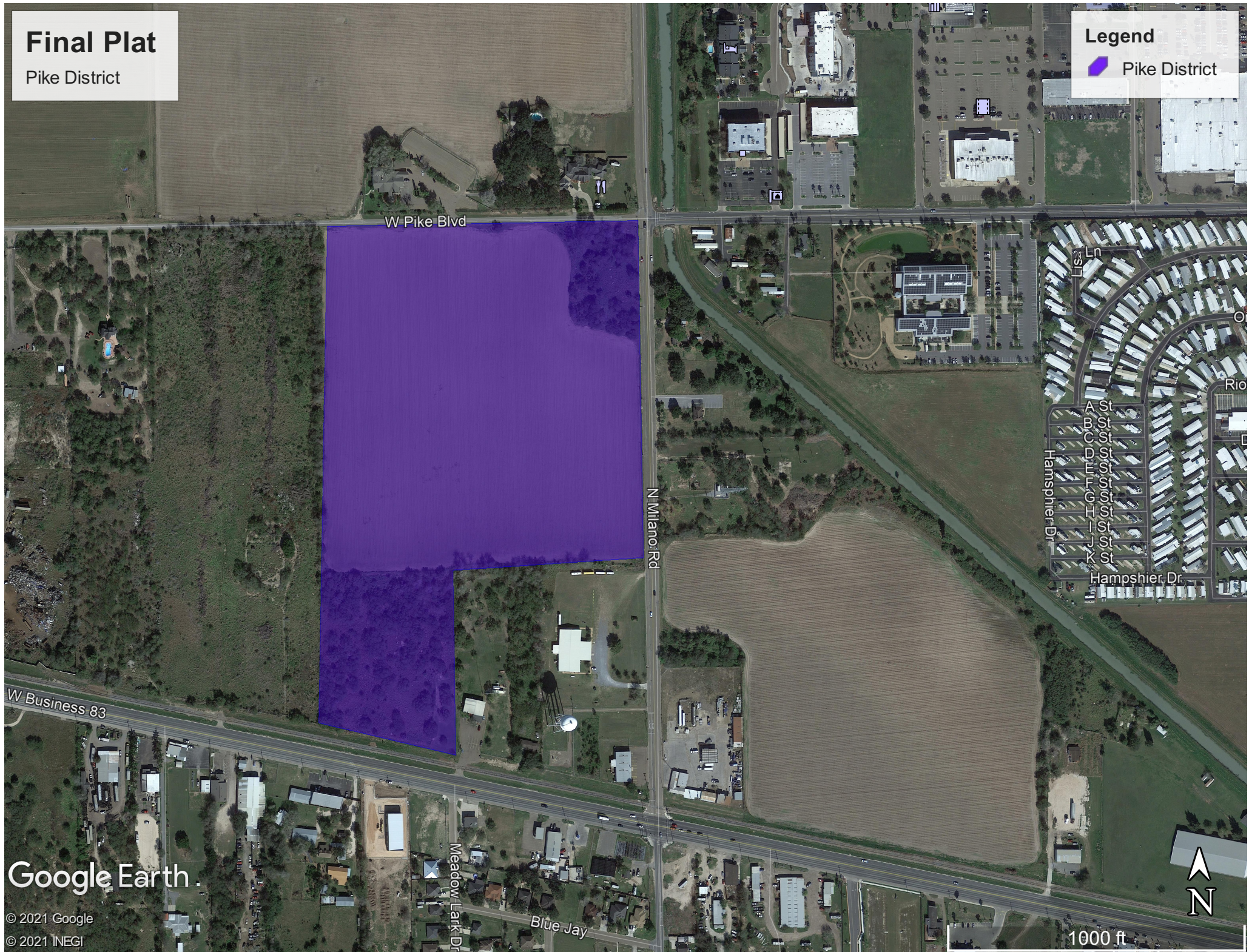
20-135
SHEET 2

Final Plat

Pike District

Legend

 Pike District



Google Earth

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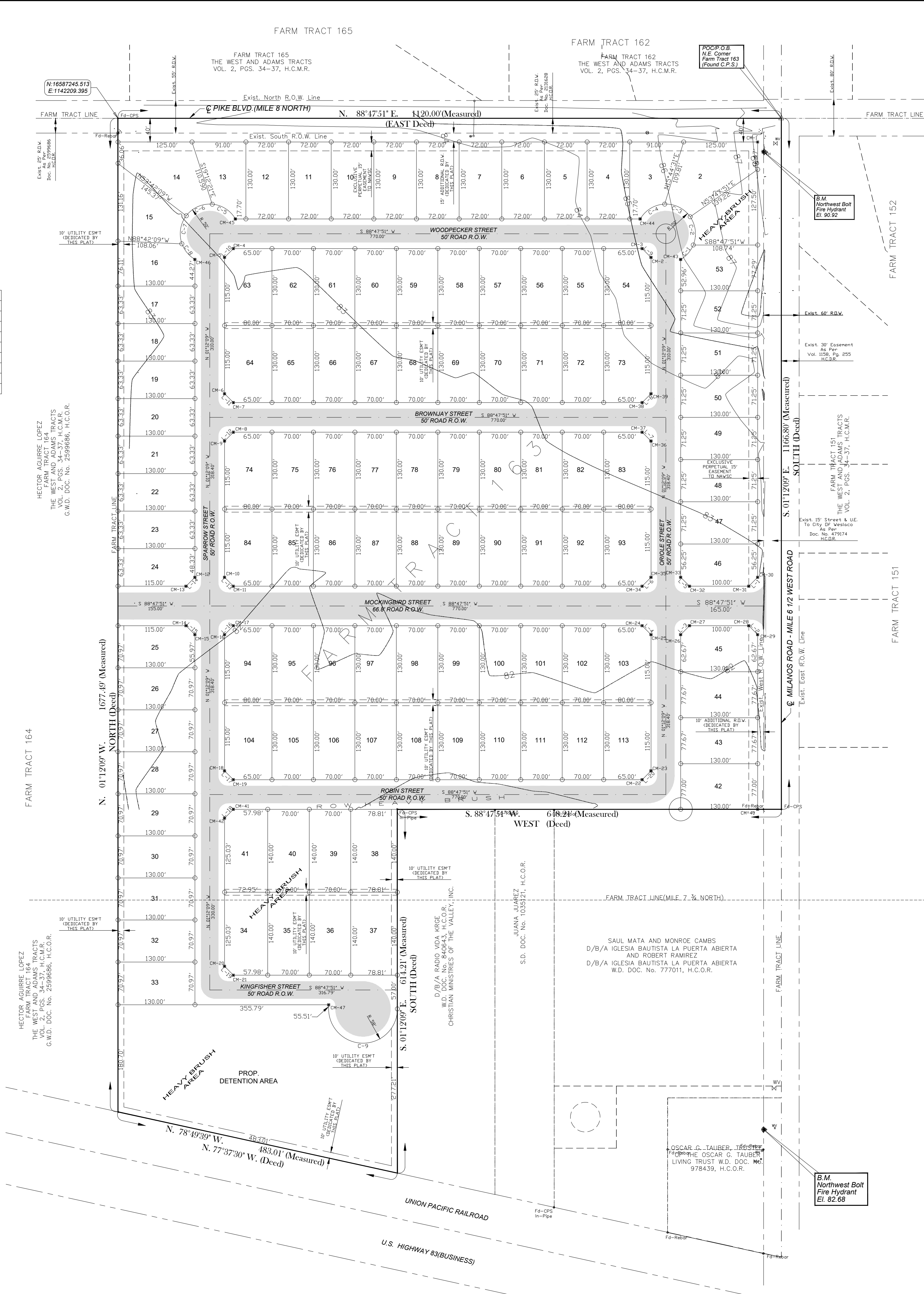
© 2021 INEGI

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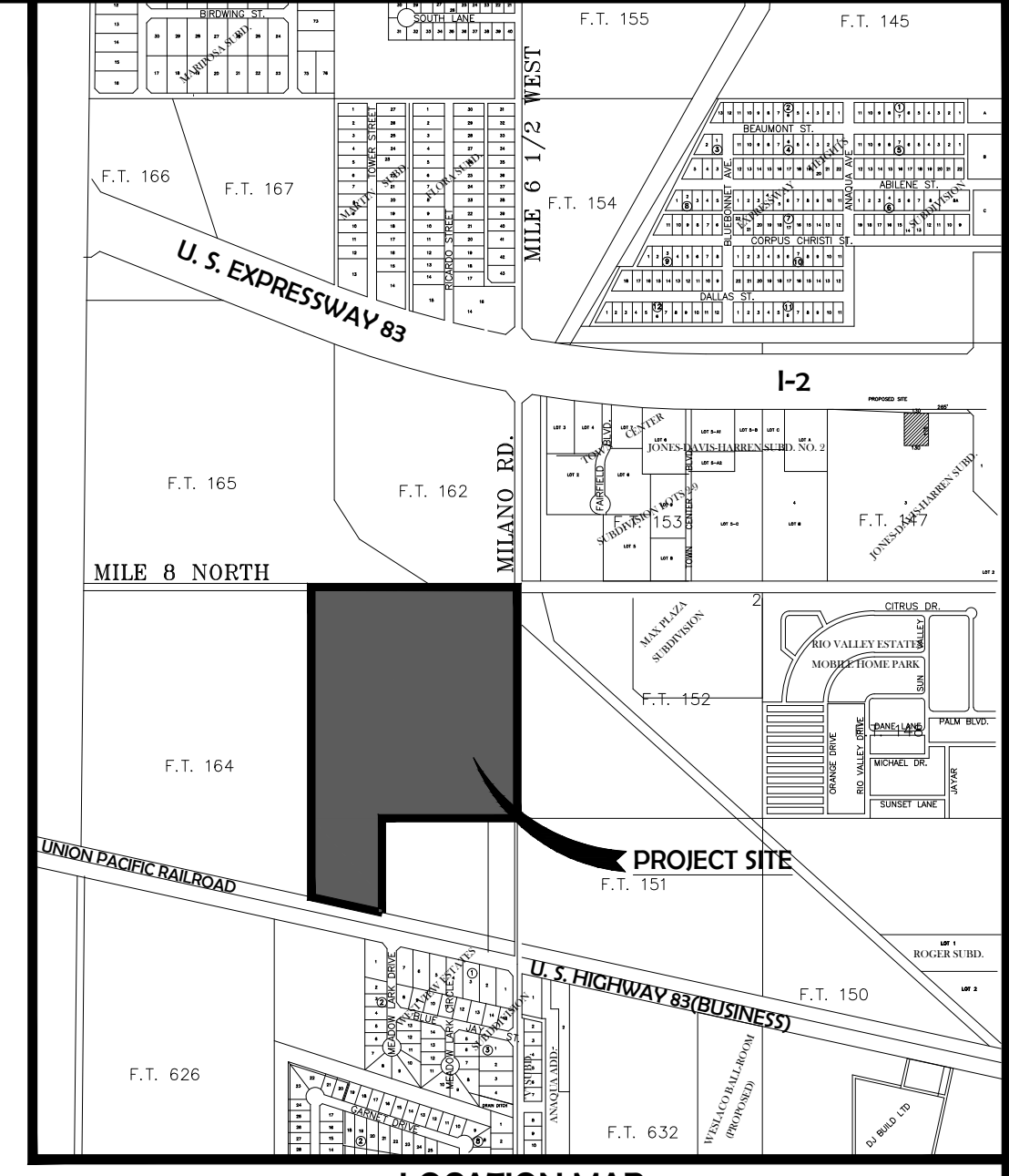
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S43°47'51"W	21.21'
L2	N46°12'09"E	21.21'
L3	N43°47'51"E	21.21'
L4	N46°12'09"E	21.21'
L5	N46°12'09"W	21.21'
L6	S43°47'51"W	21.21'
L7	S46°12'09"E	21.21'
L8	S43°47'51"W	21.21'
L9	S46°12'09"E	21.21'
L10	N43°47'51"E	21.21'
L11	N46°12'09"W	21.21'
L12	N43°47'51"E	21.21'
L13	N46°12'09"W	21.21'
L14	S43°47'51"W	21.21'
L15	S46°12'09"E	21.21'
L16	N43°47'51"E	21.21'
L17	N46°12'09"W	21.21'
L18	N43°47'51"E	21.21'
L19	N46°12'09"W	21.21'
L20	S43°47'51"W	21.21'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C-1	50.00'	32.90'	N39°56'43"E	32.31'
C-2	50.00'	50.00'	N07°33'17"E	47.94'
C-3	50.00'	50.00'	N64°51'01"W	47.94'
C-4	50.00'	50.36'	S57°38'59"W	48.26'
C-5	50.00'	48.17'	N58°48'17"W	46.33'
C-6	50.00'	50.00'	S64°56'43"W	47.94'
C-7	50.00'	50.00'	S07°38'59"W	47.94'
C-8	50.00'	35.08'	S41°06'01"E	34.37'
C-9	58.00'	182.21'	N88°47'51"E	116.00'

CONCRETE MONUMENT			
CM	NORTHING	EASTING	ELEVATION
CM-1	16587228.3324	1143290.0807	0
CM-2	16587029.5979	1143114.2127	0
CM-3	16587014.2798	1143098.9012	0
CM-4	16587029.7904	1142409.0531	0
CM-5	16587014.4879	1142394.3712	0
CM-6	16586784.5386	1142399.1980	0
CM-7	16586769.8567	1142414.5095	0
CM-8	16586719.8677	1142415.5588	0
CM-9	16586704.5562	1142400.8769	0
CM-10	16586474.6068	1142405.7037	0
CM-11	16586459.9249	1142421.0152	0
CM-12	16586473.5605	1142355.7146	0
CM-13	16586458.2490	1142341.6538	0
CM-14	16586391.4641	1142342.4346	0
CM-15	16586376.7788	1142357.7461	0
CM-16	16586377.8282	1142407.7351	0
CM-17	16586393.1396	1142422.4170	0
CM-18	16586147.8788	1142412.5619	0
CM-19	16586133.969	1142427.8734	0
CM-20	16585817.9189	1142410.5213	0
CM-21	16585803.5258	1142435.7295	0
CM-22	16586147.6773	1143117.7215	0
CM-23	16586162.9888	1143132.4034	0
CM-24	16586407.6200	1143112.2651	0
CM-25	16586392.9381	1143127.5766	0
CM-26	16586393.9874	1143177.5656	0
CM-27	16586409.2989	1143192.2475	0
CM-28	16586396.7150	1143307.5369	0
CM-29	16586411.3975	1143292.2254	0
CM-30	16586493.4943	1143305.5055	0
CM-31	16586478.1828	1143290.8236	0
CM-32	16586476.0842	1143180.8456	0
CM-33	16586490.7651	1143175.5341	0
CM-34	16586174.4053	1143310.8632	0
CM-35	16586489.7168	1143125.5471	0
CM-36	16586719.6661	1143120.7183	0
CM-37	16586734.3480	1143105.4068	0
CM-38	16586784.3370	1143104.4034	0
CM-39	16586799.6485	1143119.0394	0
CM-40	16586101.7806	1143313.7278	0
CM-41	16586083.2086	1142428.9560	0
CM-42	16586067.8971	1142414.8952	0
CM-43	16587027.3466	1143164.2709	0
CM-44	16587094.1995	1143094.5573	0
CM-45	16587079.8577	1142411.3044	0
CM-46	16587010.1381	1142344.4515	0
CM-47	16585756.6549	1142596.6027	0



- LEGEND**
- P.O.B. POINT OF BEGINNING
 - B.M. BENCH MARK
 - R.O.W. RIGHT OF WAY
 - H.C.O.R. HIDALGO COUNTY ORIGINAL RECORDS
 - H.C.D.R. HIDALGO COUNTY DEED RECORDS
 - W.D. WARRANTY DEED
 - NAWSC. NORTH ALAMO WATER SUPPLY CORP.
 - SET CONCRETE MONUMENT WITH ELEVATION (CM-0)
 - SET 1/2" REBAR
 - 1/2" REBAR FOUND
 - EASEMENT LINE
 - PROPERTY LINE
 - R.O.W. LINE
 - CENTERLINE



LOT TABLE											
LOT #	AREA	LOT #	AREA	LOT #	AREA	LOT #	AREA	LOT #	AREA	LOT #	AREA
1	9662.72	21	8233.29	41	10100.00	61	9100.00	81	9100.00	101	9100.00
2	12943.38	22	8233.29	42	10010.04	62	9100.00	82	9100.00	102	9100.00
3	8632.73	23	8233.29	43	10096.71	63	10287.50	83	10287.50	103	10287.50
4	9360.00	24	8120.79	44	10096.71	64	10287.50	84	10287.50	104	10287.50
5	9360.00	25	9113.57	45	9871.54	65	9100.00	85	9100.00	105	9100.00
6	9360.00	26	9226.10	46	9036.63	66	9100.00	86	9100.00	106	9100.00
7	9360.00	27	9226.10	47	9262.50	67	9100.00	87	9100.00	107	9100.00
8	9360.00	28	9226.10	48	9262.50	68	9100.00	88	9100.00	108	9100.00
9	9360.00	29	9226.10	49	9262.50	69	9100.00	89	9100.00	109	9100.00
10	9360.00	30	9226.10	50	9262.50	70	9100.00	90	9100.00	110	9100.00
11	9360.00	31	9226.10	51	9262.50	71	9100.00	91	9100.00	111	9100.00
12	9360.00	32	9226.10	52	9262.50	72	9100.00	92	9100.00	112	9100.00
13	8520.56	33	9226.10	53	9730.58	73	10287.50	93	10287.50	113	10287.50
14	12303.83	34	10100.00	54	10287.50	74	10287.50	94	10287.50		
15	9939.46	35	10213.00	55	9100.00	75	9100.00	95	9100.00		
16	9175.49	36	9800.00	56	9100.00	76	9100.00	96	9100.00		
17	8233.29	37	11033.40	57	9100.00	77	9100.00	97	9100.00		
18	8233.29	38	10213.00	58	9100.00	78	9100.00	98	9100.00		
19	8233.29	39	10213.00	59	9100.00	79	9100.00	99	9100.00		
20	8233.29	40	10213.00	60	9100.00	80	9100.00	100	9100.00		

STATE OF TEXAS
COUNTY OF HIDALGO

ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE PIKE DISTRICT SUBDIVISION, WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

JOSE G. REYES, JR.
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 93827

DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

SURVEYOR'S AND ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR AND REGISTERED PROFESSIONAL ENGINEER, 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.

JOE B. WINSTON, JR.
PROFESSIONAL ENGINEER
REGISTERED PUBLIC LAND SURVEYOR
TEXAS REGISTRATION NO. 3780

DATE _____

PRINCIPAL CONTACTS:					
NAME	ADDRESS	CITY & ZIP	PHONE	FAX	
OWNER: Zaida, LLC, a Texas Limited Company	4900 N. 10th St. Suite C4	McAllen Tx. 78504	(956)-	956-	
ENGINEER: Jose G. Reyes, Jr. P.E.	611 Bldg Summers Int'l Blvd.	Weslaco Tx. 75796	(956)-968-2194	956-968-8300	
SURVEYOR: Joe B. Winston, Jr. P.E. R.P.L.S.	611 Bldg Summers Int'l Blvd.	Weslaco Tx. 75796	(956)-968-2194	956-968-8300	

DATE OF PREPARATION
DECEMBER, 2020

Sigler, Winston, Greenwood, & Associates, Inc.

SWG

SWG ENGINEERING, LLC
WESLACO, TEXAS
TEXAS FIRM REGISTRATION NO. F-592
(956) 968-2194
SINCE 1945

20-135

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STATE OF TEXAS
COUNTY OF HIDALGO

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.0115(B)

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PIKE DISTRICT SUBDIVISION WAS REVIEWED
AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WESLACO

MAYOR OF CITY OF WESLACO _____ DATE _____
SECRETARY OF THE CITY OF WESLACO _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

PLANNING AND ZONING COMMISSION CHAIR

I, THE UNDERSIGNED, CHAIR 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.

PLANNING AND ZONING CHAIR _____ DATE _____

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

ON _____ AT _____ AM/PM O'CLOCK AM/PM INSTRUMENT
NUMBER _____ OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

BY: _____
DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

I, _____, ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT
OF THE CITY OF WESLACO, TEXAS, DO HEREBY CERTIFY THIS MINOR PLAT KNOWN AS PIKE
DISTRICT SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN
MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE _____
DAY OF _____, 20____ WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR/ PLANNING AND ZONING _____ DATE _____
DEPARTMENT DIRECTOR CITY OF WESLACO

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HEREBY CERTIFIES THAT THE DRAINAGE
PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT
ADOPTED UNDER TEXAS WATER CODE 49.211 (C). THE DISTRICT HAS NOT REVIEWED AND
DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR
THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT
IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO
MAKE THESE DETERMINATIONS.

RAUL E. SESIN, P.E., CFM
GENERAL MANAGER

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

DATED THIS _____ DAY OF _____, 2021.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.C.I.D. NO. 9 RIGHT OF
WAY OR EASEMENT.
2. 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.
3. 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 DISTRICT EXPENSE.
4. 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 AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

STATE OF TEXAS
COUNTY OF HIDALGO

ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE
OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF
THE PIKE DISTRICT SUBDIVISION, WAS PREPARED FROM A SURVEY OF THE
PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND
THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT
AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

JOSE G. REYES, JR. _____ DATE _____
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 93827

STATE OF TEXAS
COUNTY OF HIDALGO

SURVEYOR'S AND ENGINEER'S CERTIFICATION

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR AND
REGISTERED PROFESSIONAL ENGINEER, 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.

JOE B. WINSTON, JR. _____ DATE _____
PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 31109
REGISTERED PUBLIC LAND SURVEYOR
TEXAS REGISTRATION NO. 3780

A TRACT OF LAND CONTAINING 36.052 ACRES SITUATED IN THE CITY OF WESLACO, HIDALGO COUNTY, BEING A PART
OR PORTION OF LAND OUT OF FARM TRACT 163, WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS AS
RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS;

SAID 36.092 ACRES CONSISTING OF: 30.00 ACRES THAT WERE CONVEYED TO ZAIDA, L.L.C., BY VIRTUE OF A SPECIAL
WARRANT DEED RECORDED UNDER DOCUMENT NUMBER 2131628, HIDALGO COUNTY OFFICIAL RECORDS AND 6.092 ACRES
THAT WERE CONVEYED FROM MID VALLEY CHEMICALS, INC., A TEXAS CORPORATION, BY VIRTUE OF A WARRANTY DEED
RECORDED UNDER VOLUME 1740, PAGE 109, HIDALGO COUNTY DEED RECORDS; SAID 36.092 ACRES ALSO BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING/BEGINNING AT A COTTON PICKER SPINDLE FOUND AT THE NORTHEAST CORNER OF SAID FARM TRACT 163,
AND BEING WITHIN THE EXISTING RIGHTS OF WAY OF MILANOS ROAD(MILE 6 ½ WEST) AND WEST PIKE BOULEVARD(MILE 8
NORTH) FOR THE NORTHEAST CORNER OF THIS TRACT BEING DESCRIBED AND THE POINT OF COMMENCING/BEGINNING;

THENCE, SOUTH 01°12'09" EAST (MEASURED) ("SOUTH" AS PER DEED) ALONG THE EAST LINE OF SAID FARM TRACT 163,
AND WITHIN THE EXISTING RIGHT OF WAY OF MILANOS ROAD(MILE 6 ½ WEST) A DISTANCE OF 1,166.80 FT. TO A COTTON
PICKER SPINDLE FOUND FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 88°47'51" WEST, (MEASURED) ("WEST" AS PER DEED) AT A DISTANCE OF 30.00 FT. PASS A 1/2--INCH
REBAR FOUND ON THE EXISTING WEST RIGHT OF WAY LINE OF MILANOS ROAD(MILE 6 ½ WEST) AT A TOTAL DISTANCE OF
648.21 FT. TO A 1/2--INCH REBAR FOUND FOR AN INSIDE CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 01°12'09" EAST (MEASURED) ("SOUTH" AS PER DEED) A DISTANCE OF 614.21 FT. TO A 1/2--INCH REBAR
FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE, NORTH 78°49'39" WEST, (MEASURED) (NORTH 77°37'30 WEST, AS PER DEED)) ALONG THE SOUTH LINE OF SAID
FARM TRACT 163, AT A DISTANCE OF 483.01 FT. PASS TO A 1/2--INCH REBAR FOUND FOR AN OUTSIDE CORNER OF THIS
TRACT HEREIN DESCRIBED;

THENCE, NORTH 01°12'09" WEST (MEASURED) ("NORTH" AS PER DEED) ALONG THE WEST LINE OF SAID FARM TRACT 163,
AT A DISTANCE OF 510.69 FT. PASS A FOUND 1/2--INCH REBAR FOUND (Northing: 16586078.970, Easting: 1142233.879)
AT A DISTANCE OF 1,65249 FT. PASS A A PK NAIL FOUND ON TREE TRUNK ON THE EXISTING SOUTH RIGHT OF WAY OF
WEST PIKE BOULEVARD (MILE 8 NORTH) AND CONTINUING A TOTAL DISTANCE OF 1,677.49 FT. TO A SPIKE FOUND (Northing:
16587245.513, Easting: 1142209.395) AT THE NORTHWEST CORNER OF SAID FARM TRACT 163, AND WITHIN THE EXISTING
RIGHT OF WAY OF WEST PIKE BOULEVARD (MILE 8 NORTH) FOR THE NORTHWEST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE, NORTH 88°47'51" EAST, (MEASURED) ("EAST" AS PER DEED) ALONG THE NORTH LINE OF SAID FARM TRACT 163, AND
WITHIN THE EXISTING RIGHT OF WAY OF WEST PIKE BOULEVARD (MILE 8 NORTH), A DISTANCE OF 1,120.00 FT. TO THE POINT
OF BEGINNING AND CONTAINING 36.092 ACRES, OF WHICH 1.429 ACRES LIES WITHIN THE EXISTING RIGHTS OF WAY OF MILANOS
ROAD (MILE 6 ½ WEST) AND WEST PIKE BOULEVARD(MILE 8 NORTH), LEAVING AN EXISTING NET OF 34.663 ACRES OF LAND,
MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS
PIKE DISTRICT 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 THE 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 THE FRANCHISE TO
THE CITY OF WESLACO, RESIDENTS OF THE SUBDIVISION, AND THEIR GUESTS

ZAIDA, L.L.C., A TEXAS LIMITED LIABILITY COMPANY _____ DATE _____
ROCIO P. TANUS, MANAGER PARTNER
2300 WEST PIKE, SUITE 105
WESLACO, TEXAS 78596

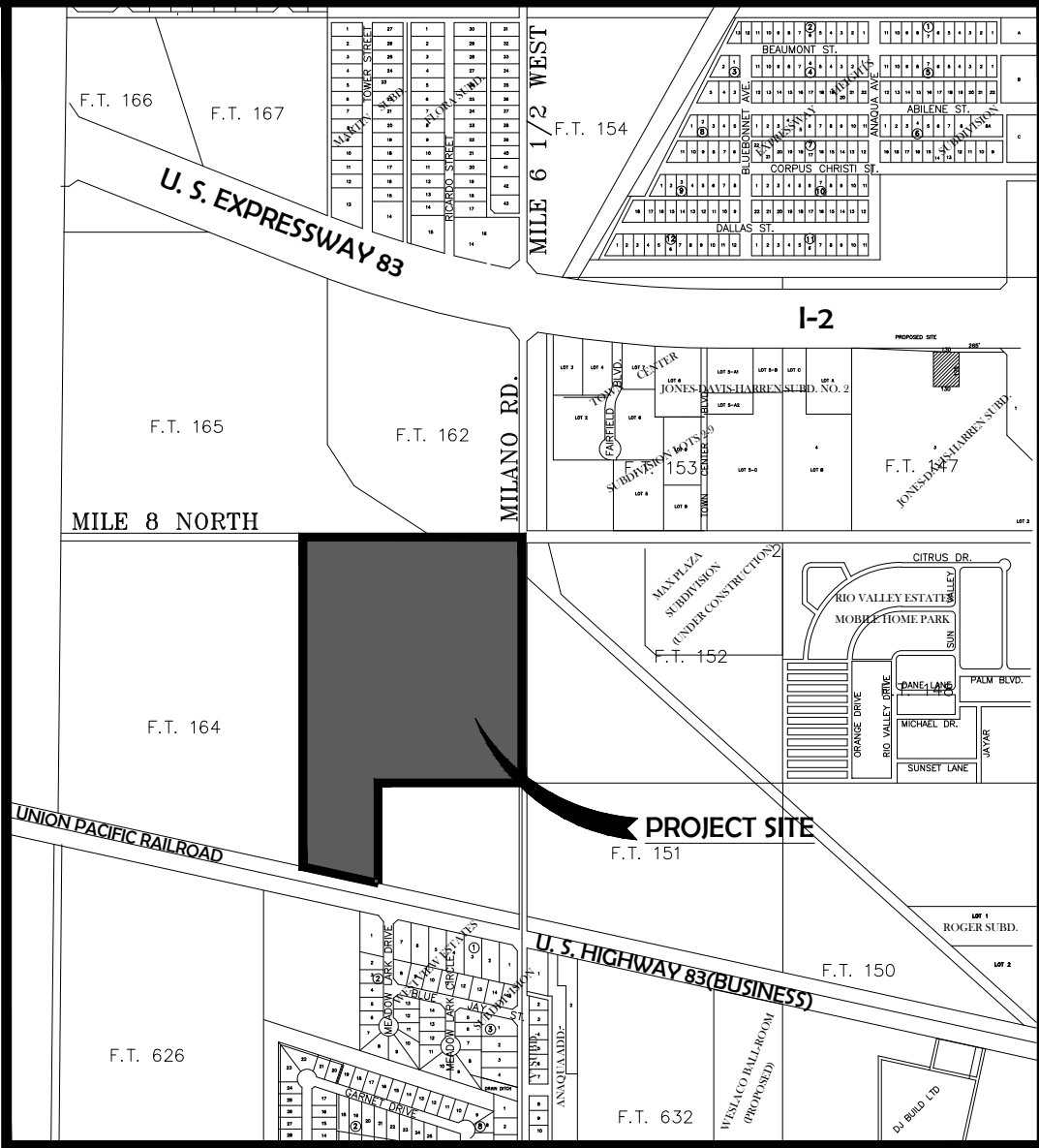
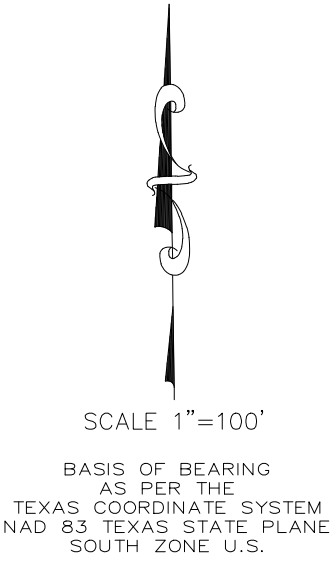
STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED
ROCIO P. TANUS, MANAGING PARTNER, AND KNOWN TO ME 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 ACK-
NOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS
THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____,
2020.

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES:



LOCATION MAP
SCALE 1"=1000'

PLAT NOTES AND RESTRICTIONS:

1. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF AND REPAIR
OF ANY SURFACE AND UNDERGROUND IMPROVEMENTS INCLUDING BUT NOT LIMITED
TO PAVEMENT, LANDSCAPING INCIDENTAL TO UTILITY COMPANIES MAKING REPAIRS
TO PUBLIC UTILITIES.
2. MINIMUM SETBACK SHALL BE AS FOLLOWS:
FRONT: 25.0'
REAR: 25'
SIDE: 5'
SIDE CORNER: 10'
CUL-DA-SAC: 20'
3. BENCH MARK: BENCH MARK FOUND SQUARE CUT ON CURB, NORTHING: 16587211.931,
EASTING: 1143303.095, ELEV. 88.67.
4. NO BUILDING OR FENCES SHALL BE BUILT OVER ANY EASEMENTS, EXCEPT AS
SHOWN.
5. LOT CORNERS HAVE BEEN SET WITH 1/2" REBARS.
6. NO VISIBLE WATER WELLS ARE LOCATED WITHIN 150 FEET OF ANY SEWER SYSTEM.
7. LOT OWNER(S) WILL CONNECT TO CITY SERVICES WHEN THEY BECOME AVAILABLE.
8. NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS. EASEMENTS
SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, AND OTHER PLANTINGS
(EXCEPT LOW, LESS THAN 18" MATURE HEIGHTS, GROUND COVER, GRASS OR FLOWERS)
AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH OPERATIONS AND MAINTENANCE
OF THE EASEMENT.
9. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H. & C.C.I.D. NO. 9
RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION
OF THE H. & C.C.I.D. NO. 9.
10. TRAFFIC CONTROL & STREET SIGNS TO BE PROVIDED FOR BY THE DEVELOPER.
11. FLOOD ZONE X - AREA OF MINIMAL FLOODING. THIS SUBDIVISION IS IN ZONE "X"
ON FEMA'S FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER
480334 0450 C, REVISED JUNE 06, 2000.
12. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 A TOTAL OF
253,831 CUBIC FEET OR 5.83 ACRE--FEET OF DRAINAGE RUNOFF IS REQUIRED FOR
THIS SUBDIVISION. A TOTAL DETENTION PROVIDED 363,290 CUBIC FT. OR 8.34 ACRE
FEET.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH
OF 10.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING
THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN
COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
14. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE NATURAL GROUND OR EXISTING
ROAD, 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 ELEVATION. AN
ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN THE DESIGNATED FLOOD
ZONE AT THE TIME FOR DEVELOPMENT PERMIT APPLICATION.
15. STREET LIGHTS MUST BE LOCATED EVERY 300 FEET.
16. A 5 FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF A
NOTICE TO PROCEED.
17. A 4 FT. SIDEWALK IS REQUIRED ALONG ALL STREETS UPON THE ISSUANCE OF BUILDING PERMIT.
ON CORNER LOTS, OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS
ADJOINING THE LOT.
18. NO ACCESS SHALL BE GRANTED UNTO MILANOS ROAD(MILE 6 ½ WEST) FOR LOT 1, AND
42-53, AND LOTS 2-14 ON PIKE BLVD.(MILE 8 NORTH).
19. CORNERS LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM
INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
20. DETENTION AREA SHALL BE MAINTAINED BY THE OWNER.

PIKE DISTRICT SUBDIVISION

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	Zaida, L.L.C. a Texas Limited Company	4900 N. 10th St. Suite C4	McAllen Tx. 78504	(956)-	956-
ENGINEER:	Jose G. Reyes, Jr. P.E.	611 Bill Summers Int'l Blvd.	Weslaco Tx. 78596	(956)-968-2194	956-968-8300
SURVEYOR:	Joe B. Winston, Jr. P.E. RPLS.	611 Bill Summers Int'l Blvd.	Weslaco Tx. 78596	(956)-968-2194	956-968-8300

PRELIMINARY
FOR REVIEW ONLY



SWG ENGINEERING, LLC
WESLACO, TEXAS
TEXAS FIRM REGISTRATION NO. F-592
(956) 968-2194
SINCE 1945

DATE OF PREPARATION
DECEMBER, 2020

20-135



Standardized Agenda Request Form

Date of Meeting: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4052
From:		
Subject: Discussion and consideration to approve the Final Plat for Gonzalez-Vasquez Subdivision– being 2.24 acres out of Lot 1, Kevin Subdivision, Weslaco, Hidalgo County, Texas located approximately 733 FT west of Westgate drive on Mile 10 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The proposed two (2) lot subdivision is outside the City of Weslaco. This subdivision is being serviced with water by the North Alamo Water Supply Company through an 8" waterline and sewer by OSSF. The property is within a Flood Zone "X". Applicant is requesting a variance for OSSF.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat at their Regular meeting of March 3, 2021.		
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommend approval of the final plat and compliance with the ordinance on the variance request		
Attachments, if any: Gonzalez-Vasquez- Final Plat- Memo, Gonzalez-Vasquez- Attachments, Gonzalez-Vasquez- aerial, Gonzalez-Vasquez- Plats		
Responsibilities upon Approval: Staff will advise applicant		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

MEMO

TO: Mayor and City Commission

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

RE: Gonzalez-Vasquez -Final Plat

DATE: March 8, 2021

The proposed use for the 2r-lot subdivision will be for residential lots as part of a family partition. The developer has complied with all departmental comments. The owner is requesting a variance to allow for sanitary sewer through OSSF, the nearest sanitary sewer line is located 1,000 feet to the east more or less at the intersection of Mile 10 North and N Westgate Drive. The developer will install the septic tanks prior to recording of the plat.

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: GONZALEZ-VASQUEZ SUBDIVISION

Location: NORTH SIDE OF MILE 10 E ROAD, APPROXIMATELY 780 FT WEST OF THE CENTERLINE OF MILE 6 ROAD

Legal Description: A 2.24-ACRE TRACT OF LAND INCLUDING ALL OF LOT 1 OF KEVIN SUBDIVISION AS RECORDED IN INSTRUMENT NO. 2001-7379 IN VOLUME 38 PAGE 38 OF THE HIDALGO COUNTY MAP RECORDS

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:

PROPOSED SEPTIC TANK FOR NEW RESIDENCE, NO AVAILABLE SEWER INFRASTRUCTURE CLOSE TO
PROPOSED SUBDIVISION

☐ Fire Hydrants ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Drainage ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Minimum Lot Size ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Other _____ ☐ YES ☒ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: ROBERTO GONZALEZ Telephone: (956) 280-7347

Address: RT 6 BOX 279 E Fax: _____

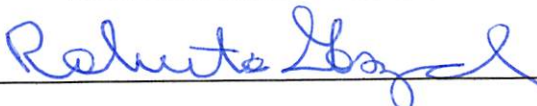
City: WESLACO State: TX Zip: 78596 E-mail: _____

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: ROBERTO GONZALEZ

Owner Signature:  Date: 2-10-21

RUBEN ALFARO, P.E. is the authorized agent

Authorized Agent Signature: _____ Date: 2-10-21

Authorized Agent Printed Name: RUBEN ALFARO

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____

**Proposed
Gonzalez-Vasquez Subdivision
Hidalgo County, Texas**

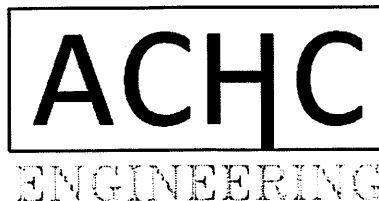
DRAINAGE REPORT

Prepared For:

**Hidalgo County Drainage District
902 N. Doolittle
Edinburg, Texas, 78541**

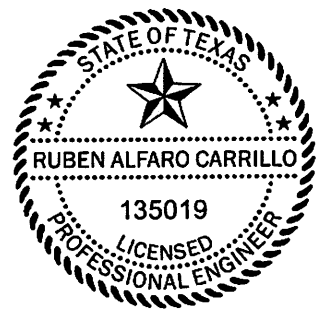
Prepared By:

Ruben Alfaro, P.E.



Reg. Engineering No. F-21299

**7800 N. 1st Street
McAllen, Texas 78504
(956) 207-6072**



January 2021

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ENGINEERING PROPERTIES

DRAINAGE REPORT
Gonzalez-Vasquez Subdivision
Hidalgo County, Texas

Introduction:

The proposed Gonzalez-Vasquez Subdivision (intended for residential use) is a 2.24 acre two lot subdivision out of lot 1 of Kevin Subdivision in Hidalgo County, Texas. This report is intended to fulfill the drainage requirements of Gonzalez-Vasquez Subdivision. Please see the attached Plat for more details.

This property is located along Mile 10 north between mile 6 and mile 6 and a half roads, IN Hidalgo County within the ETJ limits of Weslaco, Texas. Currently, there is a single family home located on the site. Residential developments are adjacent to the subdivision to the East, West and North and a vacant/agricultural lot to the South. Please see the attached Location Map and Plat for reference.

FEMA:

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the subdivision is located in "*Zone B*" *Community Panel Number 480349 0005 B Map Effective March 4, 1980*. "*Zone B*" are areas between limits of the 100-year flood and 500year 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. Please see the attached FEMA Maps for reference. The QUAD Maps has also been included in Attachments.

Soil:

According to the Soil Survey Report prepared for this Subdivision in Hidalgo County by the U.S.D.A. Soil Conservation Services, the site consists of two soil types; about 40% is composed of (25)-Hidalgo fine sandy loam, with 0 to 1 percent slopes and about 60% is composed of (48)-Hidalgo sandy clay loam with 0 to 1 percent slopes. Both Soil types belong to soil group B; **Soil Group B** defined as 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.

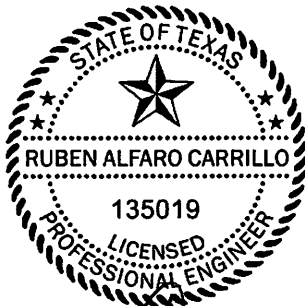
Existing Drainage Conditions:

Existing storm runoff within this property currently flows overland in a southeasterly direction. Runoff is currently retained in the existing green areas along the residential property and no additional volume is outfalling to existing Mile 10 N. road.

Drainage Requirements:

The pre-developed peak runoff from a 10-year storm determined using the rational method is 2.30 cfs and the anticipated peak runoff after development is calculated to be 3.53 cfs for a 50-year return frequency.

In accordance with the County's drainage requirements of not increasing the amount of existing runoff, we have calculated that 3,079 cubic feet of storm runoff to be retained within the property through seepage into the existing green areas.



A handwritten signature in black ink that reads "Ruben Alfaro". The signature is written over a horizontal line.

Ruben Alfaro, P.E.

ACHC Engineering F#-21299

Gonzalez-Vasquez Subdivision

Location Map



Google Earth

© 2020 Google

© 2020 INEGI

ACHC
ENGINEERING

FIRM NO. F-21289
7820 N. 148 ST.
MCKINNEY, TEXAS 75064
(972) 267-7504
planning@achc-engineering.com



SEAL

PROJECT

GONZALEZ
VASQUEZ
SUBDIVISION

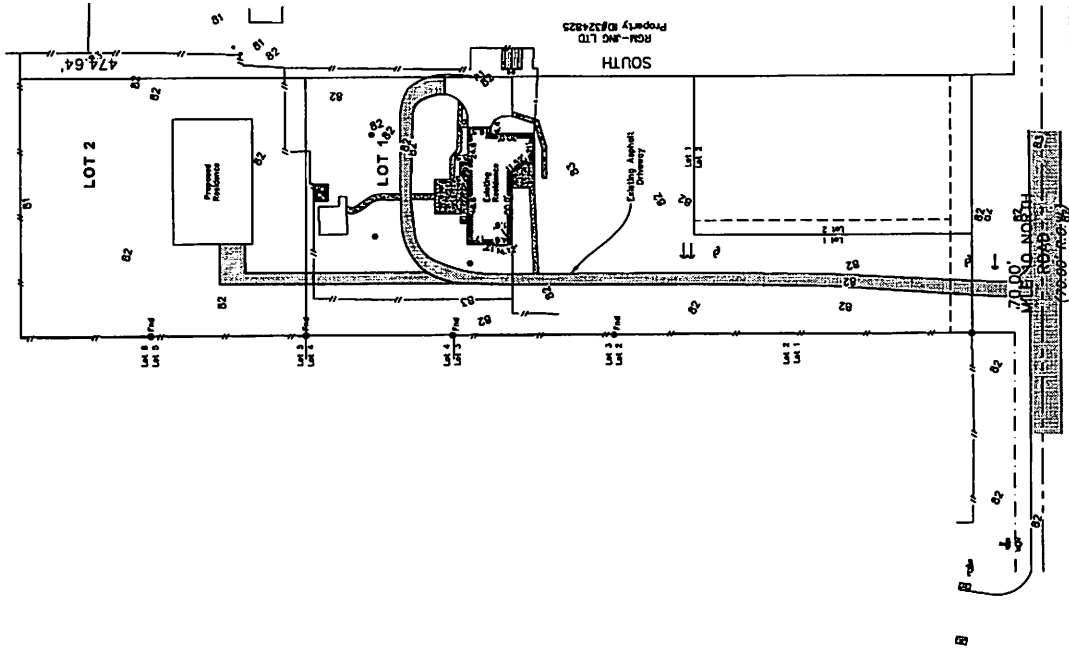
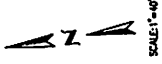
WESLACO, TEXAS

PROJECT 017-200
DATE
REVISIONS
1
2
3
4

C1

SHEET 2 OF 2

SITE
PLAN





APPROXIMATE SCALE

0

2000

NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

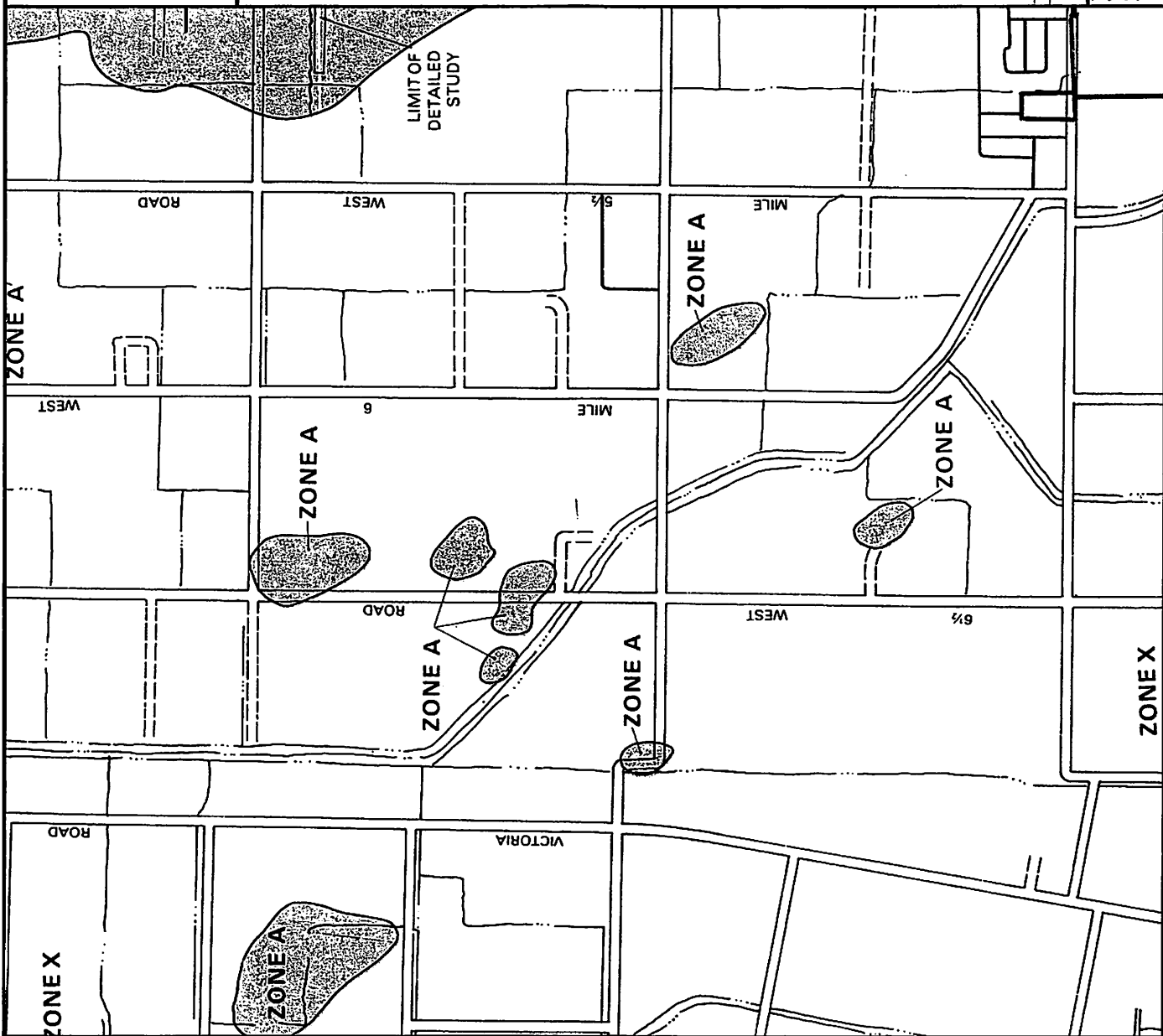
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
480334 0450 C
MAP REVISED:
JUNE 6, 2000



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



ACHC ENGINEERING

FIRM REGISTRATION NO. F-21299
 7800 N. 1ST ST.
 McALLEN, TEXAS 78504
 PHONE (956) 207-6072

EXHIBIT A**Drainage Calculations, Area 1**

Project Name: Gonzalez-Vasquez Subdivision Hidalgo County, TX

Project No.: 017-2020

I. General Information

1. Governing Equation: $Q=CIA$ (Ratnl. Method), TxDOT IDF Curves for **Hidalgo County** & Mannings Equation (normal depth calculations)

2. TxDOT Intensity Constants for

$$I=b/(Tc+d)^e$$

Velocity Constants

Undeveloped
 10 year storm
 b= 87
 e= 0.778
 d= 9.2

Developed
 50 year storm
 b= 99
 e= 0.749
 d= 9.2

Slope = 0.15 % proposed
 Slope = 0.15 % existing
 k = 0.213 grassed waterway
 k = 0.213 grassed waterway
 Ku = 3.28

Length = 670 ft
 Length = 670 ft

Drop = 12 in
 Drop = 12 in

where Tc, is calculated with an average overland flow velocity (0-10% slopes):

$$V = (Ku)(k)(Sp)^{1/2}$$

a) existing unimproved conditions:
 b) proposed residential conditions:

vel = 0.27 ft/sec
 vel = 0.27 ft/sec

3) Accepted Runoff Coefficients

a) Building/Roofs
 b) Asphalt
 c) Detention/Trench Trough
 d) Concrete
 e) Unimproved area (grass)

c = 0.90
 c = 0.90
 c = 0.20
 c = 0.90
 c = 0.20

Runoff Description
 Coeff.

4) Total Area = 2.240 ac
 Area 1 0.114 ac
 Area 2 0.207 ac
 Area 3 1.919 ac

0.30 Cumulative Areas
 0.90 Building/Roofs
 0.90 Asphalt
 0.20 Unimproved area (grass)

II. Existing Conditions

A) Drainage area

Length of runoff = 670 ft

$$Tc = 670 / (V \text{ ft/sec} \times 60 \text{ sec}) =$$

$$I (10 \text{ yr}) = b/(Tc+d)^e =$$

$$Q=CIA= 0.25 \quad 4.11 \quad 2.24 =$$

41.4 min.
 4.11 in/hr
 2.30 cfs

Use 10.0 min If Tc < than 10

III. Ultimate Developed Conditions

Weighted Runoff Coefficient

$$C= (C1A1+C2A2+C3A3+C4A4+...)/A_{total}=$$

0.30

A) Drainage area

Length of runoff = 670 ft

Drainage area = 2.24 ac.

$$Tc = 670 / (V \text{ ft/sec} \times 60 \text{ sec}) =$$

$$I (50 \text{ yr}) = b/(Tc+d)^e =$$

$$Q=CIA= 0.30 \quad 5.24 \quad 2.24 =$$

41.4 min.
 5.24 in/hr
 3.53 cfs

Use 10.0 min If Tc < than 10

IV. Comments

Qdev = 3.53 cfs
 Qexist = 2.30 cfs
 Difference = 1.22 cfs

ACHC ENGINEERING

FIRM REGISTRATION NO. F-21299

7800 N. 1ST ST.

McALLEN, TEXAS 78504

PHONE (956) 207-6072

Exhibit B Detention Storage Requirements

PROJECT NAME: GONZALEZ-VASQUEZ SUBDIVISION
HIDALGO COUNTY, TEXAS

Prop. Runoff C = 0.3 Exist Runoff C = 0.25
Area = 2.24 Exist. Intensity = 4.11
Post Dev. Tc = 41.4 min

Time (minutes)	I 50 yrs (in./hr.)	Q (c.f.s.)	Vol. (c.f.)	Qexist. (c.f.s.)	Vol. exist. (c.f.)	Vol. stored (c.f.)
5	13.57	9.12	2,736	2.30	3,204	(468)
10	10.83	7.27	4,365	2.30	3,549	816
15	9.10	6.12	5,505	2.30	3,894	1,611
20	7.91	5.31	6,377	2.30	4,240	2,137
25	7.03	4.72	7,081	2.30	4,585	2,496
30	6.34	4.26	7,672	2.30	4,930	2,742
35	5.80	3.90	8,181	2.30	5,275	2,906
40	5.35	3.60	8,628	2.30	5,621	3,008
45	4.98	3.34	9,028	2.30	5,966	3,062
50	4.66	3.13	9,390	2.30	6,311	3,079
55	4.38	2.95	9,720	2.30	6,656	3,064
60	4.14	2.78	10,025	2.30	7,001	3,023
65	3.93	2.64	10,307	2.30	7,347	2,960
70	3.75	2.52	10,571	2.30	7,692	2,879
75	3.58	2.40	10,818	2.30	8,037	2,781
80	3.43	2.30	11,052	2.30	8,382	2,669
85	3.29	2.21	11,272	2.30	8,728	2,545
90	3.16	2.13	11,482	2.30	9,073	2,409
95	3.05	2.05	11,681	2.30	9,418	2,263
100	2.94	1.98	11,872	2.30	9,763	2,109
105	2.85	1.91	12,055	2.30	10,109	1,946
110	2.76	1.85	12,230	2.30	10,454	1,776
115	2.67	1.80	12,398	2.30	10,799	1,599
120	2.60	1.74	12,560	2.30	11,144	1,416



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Hidalgo County, Texas**

Gonzalez-Vasquez Subdivision



December 1, 2020

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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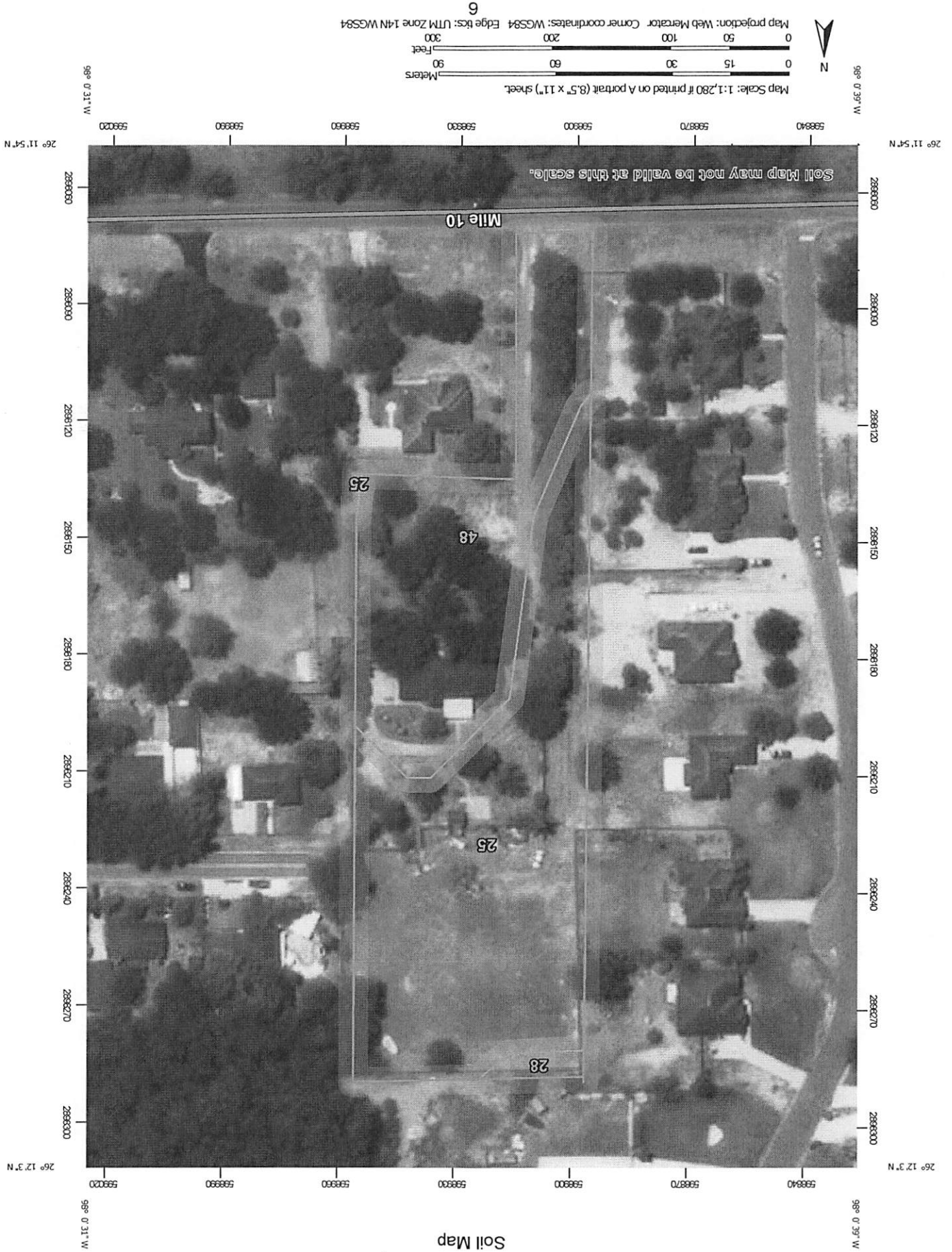
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Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
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 19, Jun 11, 2020

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.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
25	Hidalgo fine sandy loam, 0 to 1 percent slopes	1.5	59.5%
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	0.0	1.4%
48	Racombes sandy clay loam, 0 to 1 percent slopes	1.0	39.1%
Totals for Area of Interest		2.6	100.0%

Map Unit Descriptions

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, 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 and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils 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. Other minor components, however, have properties and behavioral 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

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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*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one 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.

Hidalgo County, Texas

25—Hidalgo fine sandy loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2sxn
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: Prime farmland if irrigated

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: fine sandy 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
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 content: 35 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 10.0
Available water capacity: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 2s
Land capability classification (nonirrigated): 2s
Hydrologic Soil Group: B
Ecological site: R083DY019TX - Gray Sandy Loam
Hydric soil rating: No

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Minor Components

Willacy

Percent of map unit: 10 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Brennan

Percent of map unit: 5 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083EY023TX - Sandy Loam
Hydric soil rating: No

28—Hidalgo sandy clay loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2sxvl
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

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Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
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 content: 35 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 10.0
Available water capacity: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 1
Land capability classification (nonirrigated): 2c
Hydrologic Soil Group: B
Ecological site: R083DY019TX - Gray Sandy Loam
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: R083DY025TX - Clay Loam
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: R083DY025TX - Clay Loam
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

48—Racombes sandy clay loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2yndc
Elevation: 30 to 330 feet
Mean annual precipitation: 23 to 27 inches
Mean annual air temperature: 72 to 74 degrees F
Frost-free period: 280 to 365 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Racombes and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Racombes

Setting

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Concave
Parent material: Calcareous loamy alluvium

Typical profile

Ap - 0 to 13 inches: sandy clay loam
Bt - 13 to 25 inches: sandy clay loam
Btk - 25 to 49 inches: sandy clay loam
Bk - 49 to 80 inches: sandy clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
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: About 42 to 72 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 20 percent
Gypsum, maximum content: 2 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 6.0
Available water capacity: Moderate (about 9.0 inches)

Interpretive groups

Land capability classification (irrigated): 1
Land capability classification (nonirrigated): 1
Hydrologic Soil Group: B

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Ecological site: R083DY025TX - Clay Loam

Hydric soil rating: No

Minor Components

Willacy

Percent of map unit: 6 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R083DY023TX - Sandy Loam

Hydric soil rating: No

Raymondville

Percent of map unit: 4 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R083DY025TX - Clay Loam

Hydric soil rating: No

Hidalgo

Percent of map unit: 4 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Convex

Across-slope shape: Linear

Ecological site: R083DY019TX - Gray Sandy Loam

Hydric soil rating: No

Rio

Percent of map unit: 1 percent

Landform: Closed depressions

Landform position (three-dimensional): Tread

Down-slope shape: Concave

Across-slope shape: Concave

Ecological site: R083DY007TX - Lakebed

Hydric soil rating: Yes

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.
- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.
- Federal Register. July 13, 1994. Changes in hydric soils of the United States.
- Federal Register. September 18, 2002. Hydric soils of the United States.
- Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.
- National Research Council. 1995. Wetlands: Characteristics and boundaries.
- Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262
- Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577
- Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580
- Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.
- United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.
- United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374
- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084>

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United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

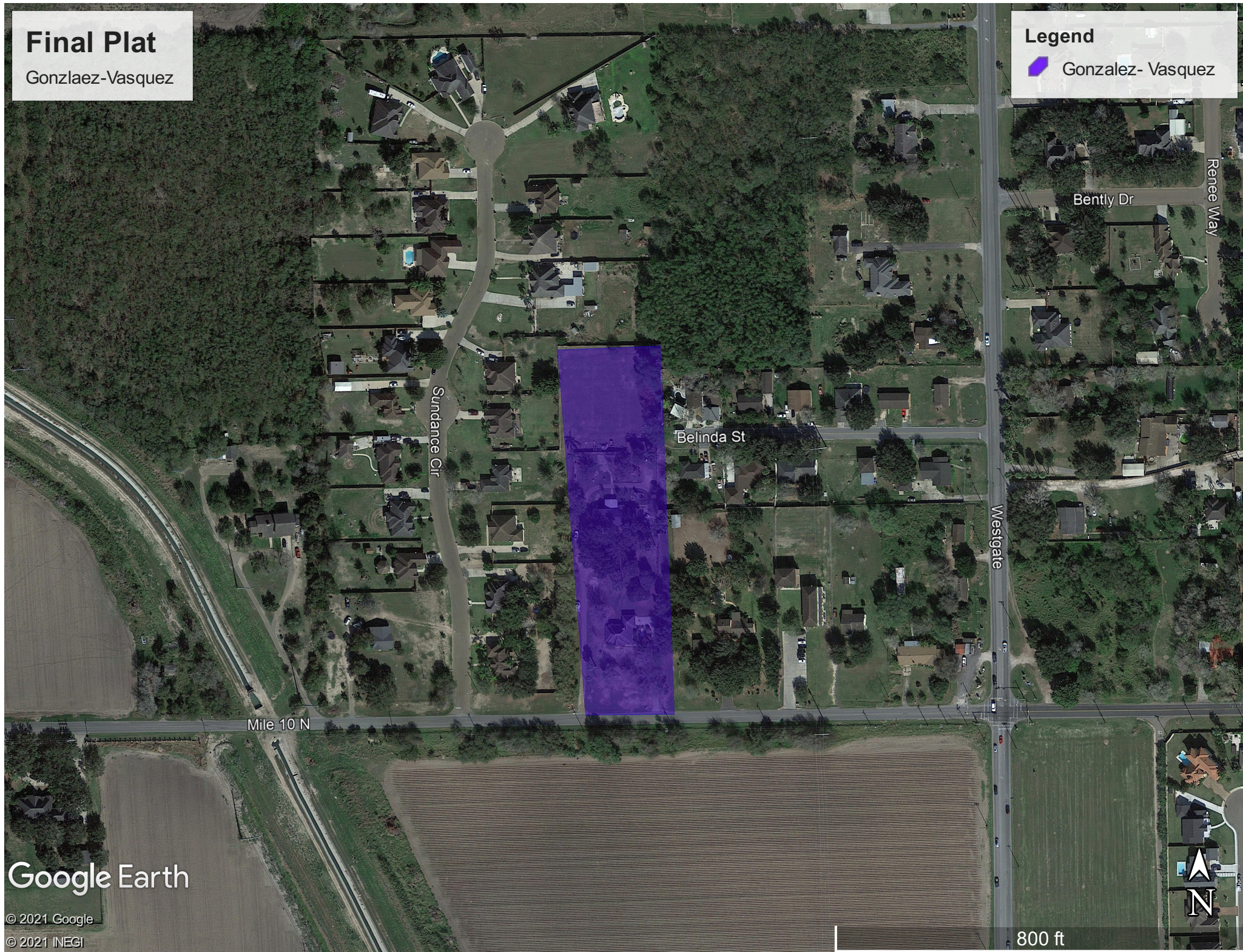
United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

Final Plat

Gonzlaez-Vasquez

Legend

 Gonzalez- Vasquez



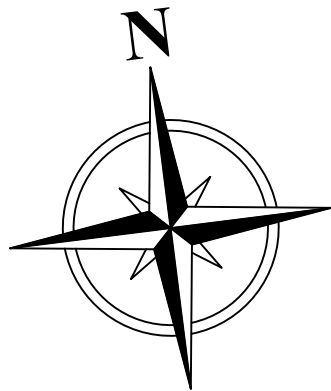
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GONZALEZ-VASQUEZ SUBDIVISION

BEING A 2.24 ACRE TRACT OF LAND INCLUDING ALL OF LOT 1 OF KEVIN SUBDIVISION AS RECORDED IN INSTRUMENT NO. 2001-7379 IN VOLUME 38 PAGE 38 OF THE HIDALGO COUNTY MAP RECORDS.



SCALE: 1"=50'
BASIS OF BEARING PER THE WEST LOT LINE OF KEVIN SUBDIVISION VOLUME 38 PAGE 38 MAP RECORDS, HIDALGO COUNTY, TEXAS.

SURVEY NOTES:

- ALL BEARING AND DISTANCES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), TEXAS STATE PLANE, SOUTH ZONE.
- ALL HORIZONTAL CONTROL ON THIS PROJECT HAS ESTABLISHED UTILIZING RTK GPS METHODS.
- ELEVATIONS ON THIS PROJECT ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

LEGEND	
○	SET NO. 4 REBAR
Ⓡ	FOUND 1/2" IRON ROD
R.O.W.	RIGHT OF WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

GENERAL NOTES:

- FLOOD INSURANCE RATING ZONE: "X"
AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 480334 0450 C
REVISED: MARCH 04, 1980
- MINIMUM BUILDING SETBACKS ARE AS FOLLOWS:
FRONT: 25 FT
REAR: 25 FT
SIDE: 5 FT
- FINISHED FLOOR ELEVATIONS ESTABLISHED MUST BE HIGHER THAN OR 18 INCHES ABOVE TOP OF CURB OR CENTER LINE OF STREET, WHICHEVER IS GREATER, MEASURED FROM THE CENTER OF THE LOT.
- NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- NO CONSTRUCTION OF ANY STRUCTURES IS ALLOWED UNLESS FIRE PROTECTION IS IN PLACE.
- ALL SUBDIVISION IMPROVEMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS AND TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (T.P.D.E.S.).
- STORM DETENTION MUST BE CALCULATED AT A PROPOSED 50-YR STORM EVENT OR 3,079 ACRE-FT.
- LANDSCAPING AS PER CITY OF WESLACO ORDINANCE.
- ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
- NO SIDEWALK REQUIRED PER THIS PLAT.
- ALL BUILDING CONSTRUCTION SHALL BE IN COMPLIANCE WITH ALL CITY OF WESLACO ORDINANCE, REQUIREMENTS, CITY CODES AND STATE AND FEDERAL REGULATIONS.
- NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	ROBERTO GONZALEZ	RT 6 BOX 279 E	WESLACO, TEXAS 78596	(956) 280-7347
ENGINEER:	RUBEN ALFARO CARRILLO, P.E.	7800 N. 1st ST.	McALLEN, TEXAS 78504	(956) 207-6072
SURVEYOR:	HOMERO LUIS GUTIERREZ	PO BOX 548	McALLEN, TEXAS 78505	(956) 369-0988

STATE OF TEXAS COUNTY OF HIDALGO

I, (WE), ROBERT GONZALEZ THE UNDERSIGNED, OWNER (S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE GONZALEZ-VASQUEZ SUBDIVISION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH WE WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF WESLACO, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF WESLACO.

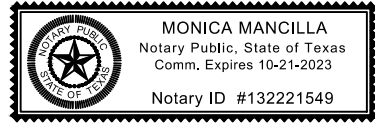
ROBERTO GONZALEZ
RT. 6 BOX 279 E
WESLACO, TX 78596

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERTO GONZALEZ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



STATE OF TEXAS COUNTY OF HIDALGO

APPROVED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF WESLACO, TEXAS, THIS THE _____ DAY OF _____, 20____, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS.

CHAIRPERSON, PLANNING AND ZONING COMMISSION

DATE

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.

DAVID SUAREZ
MAYOR, CITY OF WESLACO

DATE

ATTEST: _____
CLERK, CITY OF WESLACO

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.21(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., R.P.L.S.
GENERAL MANAGER, HCDD NO. 1

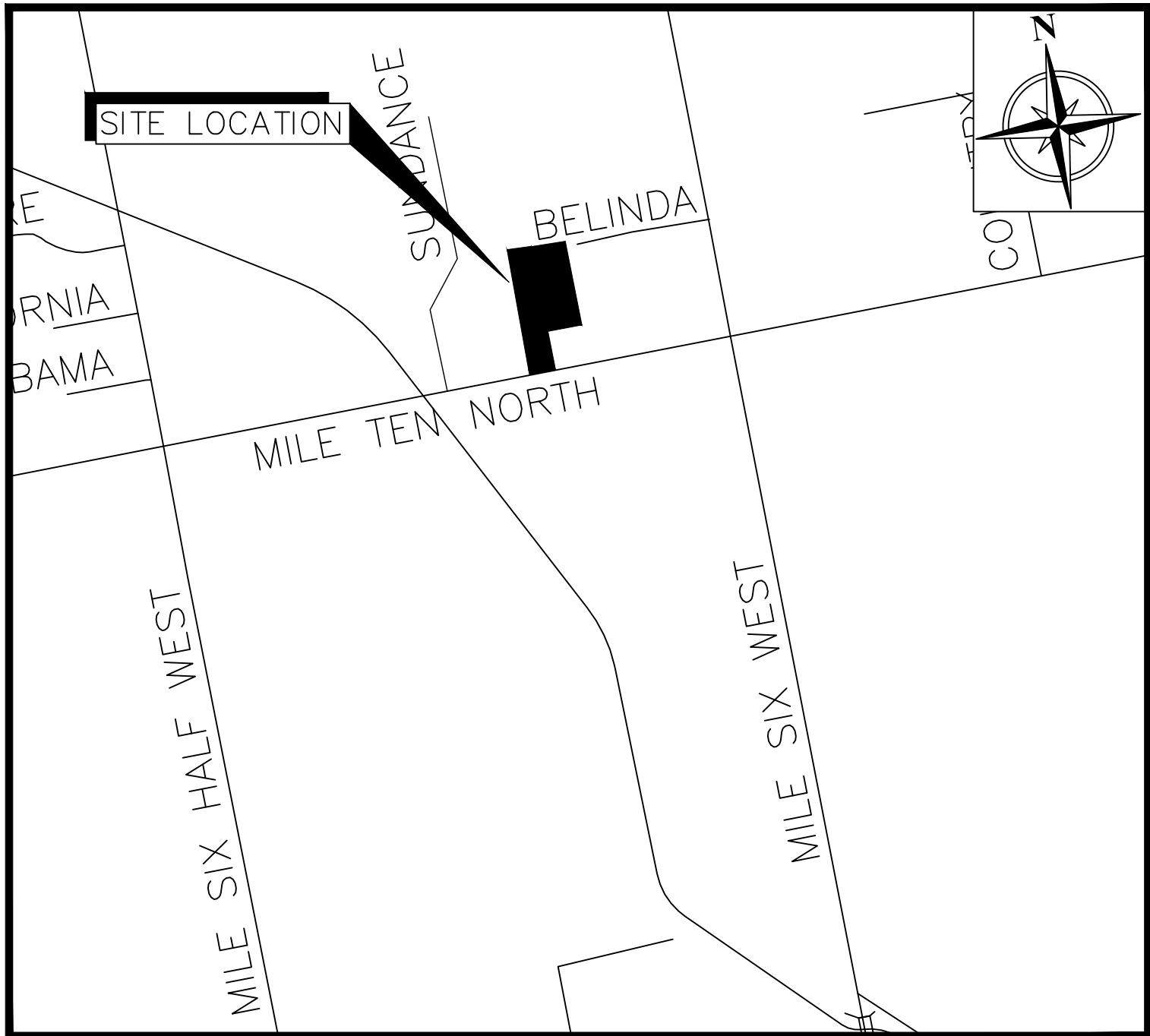
DATE

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 DATED THIS THE _____ DAY OF _____, 20____

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 9 RIGHTS OF WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCDD #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.
- HCDD #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
- HCDD #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



LOCATION MAP
SCALE: 1"=1000'

METES AND BOUNDS

BEING ALL OF LOT 1 (2.24-ACRE TRACT), KEVIN SUBDIVISION, VOLUME 38, PAGE 38, CITY OF WESLACO, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THE POINT OF COMMENCEMENT (P.O.C.), POINT OF BEGINNING (P.O.B.) AT A NO. 4 REBAR FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 1, BEING AT THE APPARENT NORTH RIGHT-OF-WAY LINE OF MILE 10 NORTH ROAD AND THE SOUTHEAST CORNER OF LOT 1, SUN MEADOWS ESTATES SUBDIVISION (VOLUME 41, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS);

THENCE, NORTH, WITH THE WEST LINE OF SAID LOT 1 (2.24-ACRE TRACT) HEREIN DESCRIBED, AND THE SOUTHERNMOST EAST LINE OF SAID SUN MEADOWS ESTATES SUBDIVISION, A DISTANCE OF 670.00 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791, FOR THE SOUTHWEST CORNER OF LOT 7, OF SAID SUN MEADOWS ESTATES SUBDIVISION, AND THE NORTHWEST CORNER OF SAID LOT 1 (2.24-ACRE TRACT) HEREIN DESCRIBED;

THENCE, EAST, WITH THE NORTH LINE SAID LOT 1 (2.24-ACRE TRACT) HEREIN DESCRIBED, AND THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 181.50 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791, FOR THE SOUTHWEST CORNER OF SAID LOT 7, AND THE NORTHWEST CORNER OF A TRACT VESTED IN RGM-JNG LTD (PROPERTY ID#524825), AND THE NORTHEAST CORNER OF SAID LOT 1 (2.24-ACRE TRACT) HEREIN DESCRIBED;

THENCE, SOUTH, WITH THE NORTHERNMOST EAST LINE OF SAID LOT 1 (2.24-ACRE TRACT) HEREIN DESCRIBED, AND THE WEST LINE OF SAID TRACT VESTED IN RGM-JNG LTD, A DISTANCE OF 474.64 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791, FOR THE NORTHEAST CORNER OF LOT 2, OF SAID KEVIN SUBDIVISION AND AND EXTERNAL CORNER OF SAID LOT 1 (2.24-ACRE TRACT) HEREIN DESCRIBED;

THENCE, WEST, WITH THE EASTERNMOST SOUTH LINE OF SAID LOT 1 (2.24-ACRE TRACT) HEREIN DESCRIBED, AND THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 111.50 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791, FOR THE NORTHWEST CORNER OF SAID LOT 2, AND AN INTERNAL CORNER OF SAID LOT 1 (2.24-ACRE TRACT) HEREIN DESCRIBED;

THENCE, SOUTH, WITH THE SOUTHERNMOST EAST LINE OF SAID LOT 1 (2.24-ACRE TRACT) HEREIN DESCRIBED, AND THE WEST LINE OF SAID LOT 2, A DISTANCE OF 195.36 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791, ON THE NORTH RIGHT-OF-WAY LINE OF MILE 10 NORTH ROAD, FOR THE SOUTHWEST CORNER OF SAID LOT 2, AND THE SOUTHEAST CORNER OF SAID LOT 1 (2.24-ACRE TRACT) HEREIN DESCRIBED;

THENCE, WEST, WITH THE SOUTH LINE OF SAID LOT 1 (2.24-ACRE TRACT) HEREIN DESCRIBED, AND THE NORTH RIGHT-OF-WAY LINE OF MILE 10 NORTH ROAD, A DISTANCE OF 70 FEET TO A NO. 4 REBAR FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 1 AND THE SOUTHEAST CORNER OF SAID LOT 1, SUN MEADOWS ESTATES SUBDIVISION, AND THE POINT OF BEGINNING, SAID TRACT CONTAINING 2.24 ACRE TRACT OF LAND MORE OR LESS.

STATE OF TEXAS COUNTY OF HIDALGO

*KNOW ALL MEN BY THESE PRESENTS:

THAT I, HOMERO L. GUTIERREZ, PE, RPLS, DO HEREBY CERTIFY, THAT I PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND AS DESCRIBED AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE PLATTING RULES AND REGULATIONS OF THE CITY OF PHARR.

HOMERO LUIS GUTIERREZ, RPLS

NO. 2791

DATE

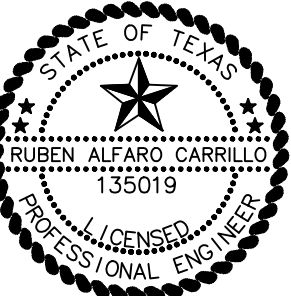
STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, RUBEN ALFARO CARRILLO, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

RUBEN ALFARO CARRILLO, P.E.

NO. 135019

DATE



DATE OF PREPARATION: 1/12/2021

ACHC

ENGINEERING

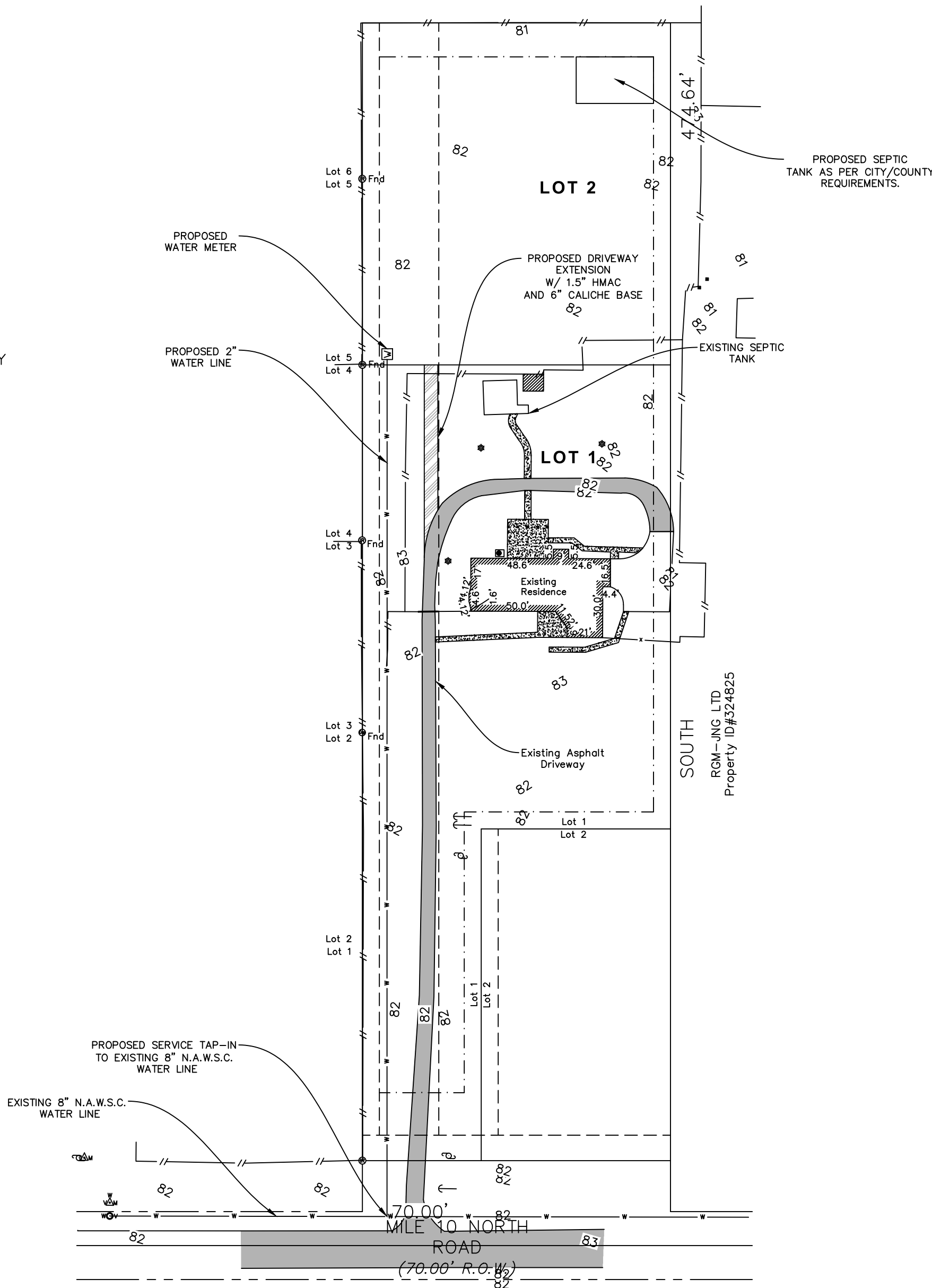
FIRM No. F-21299

7800 N. 1st St.
McAllen, Texas 78504

(956) 207-6072
plans@achc-engineering.com

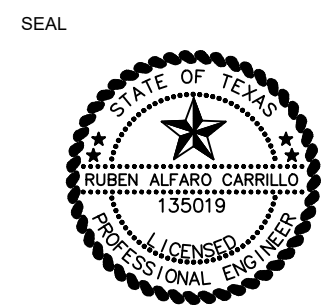
LEGEND

- EXISTING WATER LINE
- WATER VALVE
- EXISTING SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- WATER SERVICE CONNECTION
- SANITARY SEWER SERVICE CONNECTION
- FIRE HYDRANT
- EXISTING WOODEN FENCE
- EXISTING CONCRETE PATH
- EXISTING/PROPOSED ASPHALT DIRVEWAY
- EXISTING SANITARY SEWER LINE



ACHC
ENGINEERING

FIRM No. F-21299
7800 N. 1st St.
McAllen, Texas 78504
(956) 207-6072
plans@achc-engineering.com



PROJECT:

GONZALEZ
VASQUEZ
SUBDIVISION

WESLACO, TEXAS

PROJECT: 017-2020
DATE:
REVISIONS:
1:
2:
3:
4:

C1

SHEET 2 OF 2

UTILITY
LAYOUT

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

February 24, 2021

To: David Suarez, Mayor; Leo Muñoz, Mayor Pro-Tem; Greg Kerr, Commissioner; Jose "JP" Rodriguez, Commissioner; Adrian Farias, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata, J. Martin Vela, Vidal Roman
Fr: Arnoldo Becho, Library Director
Re: Authorization to Accept the Insight Public Sector for Basic Maintenance of Internal Connections

The library annually participates in the E-Rate program which provides an approximately 80% to 90% discount for various technology services and equipment. Currently the next step in the process is to gain authorization to accept the most advantageous bidder for Basic Maintenance of Internal Connections. Insight Public Sector has submitted the best proposal in response to the library's Request for Proposal (RFP).

Two proposals were submitted in response to our RFP for Basic Maintenance of Internal Connections. The selected proposal was by Insight Public Sector and the total project cost is an estimated \$31,814.00. The city will be responsible for approximately \$4,772.10 of the total project cost. Please note that the city is recommending approval for only the support and maintenance option. The proposal which was not selected was provided by Barcom and the total project cost was \$17,000. Barcom did not adhere to the criteria set forth within the RFP.

The city contribution for this project will come from within this year's and next year's budget because the term of this E-Rate cycle is from July 2021 to June 2022. We will not require any budget amendment or additional funds this fiscal year.

The library has been a successful partner with E-rate for over 10 years. The program has provided millions in cost savings and we look forward to seeing the partnership continue. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time and support.

Arnoldo Becho
Library Director, City of Weslaco,
Phone: 956.973.3144,
Email: abecho@weslacopl.us

CITY OF WESLACO
MAYOR JOE V. SANCHEZ PUBLIC LIBRARY
BASIC MAINTENANCE OF INTERNAL CONNECTIONS - VENDOR REVIEW RFP #2020-21-08
E-RATE 2021 (ROUND 24) - THURSDAY, MARCH 11, 2021 AT 10:00AM

CRITERIA		PROSPECTIVE VENDORS					
	VENDORS NAME	INSIGHT	Score	BARCOM	Score		Score
1	Instructions to Vendors (5 points)		5		2		
	Vendor Background (20 points)						
1	Years in existence		2		2		
2	Head office location		2		1		
3	Billing office location		2		2		
4	Number of employees in company		2		1		
5	Employees in local site		2		2		
6	Employees in customer service		2		2		
7	Employees with technical certifications		2		1		
8	Employees in local site with tech certifications		2		1		
9	Dependent on 3rd party vendors		2		2		
10	List items excluded from maintenance		2		2		
	Section totals		20		16		0
1	References (5 points)		5		5		
	Repair/Response (10 points)						
1	Technician on site normal hours (response time)		2		2		
2	Technician on site outside normal hours		1		2		
3	Provide phone number for local pricing contact		2		2		
4	Provide repair person contact number		1		2		
5	Provide off-hours person contact number		1		2		
	Section totals		7		10		0
	Future Offerings (5 points)						
1	Future new technology advantage to the library		2		2		
2	Factors affecting future success		2		2		
	Section totals		4		4		0
	Market Differentiation (10 points)						
1	Summary of company history		2		2		
2	Distinctive features and services		2		2		
3	Other public libraries or education clients		2		2		
4	Invoicing methodology		2		2		
5	Company's mission statement		2		2		
	Section totals		10		10		
	Price of Eligible goods/services (45 points)		41		44		
	TOTAL SCORE		92		91		0

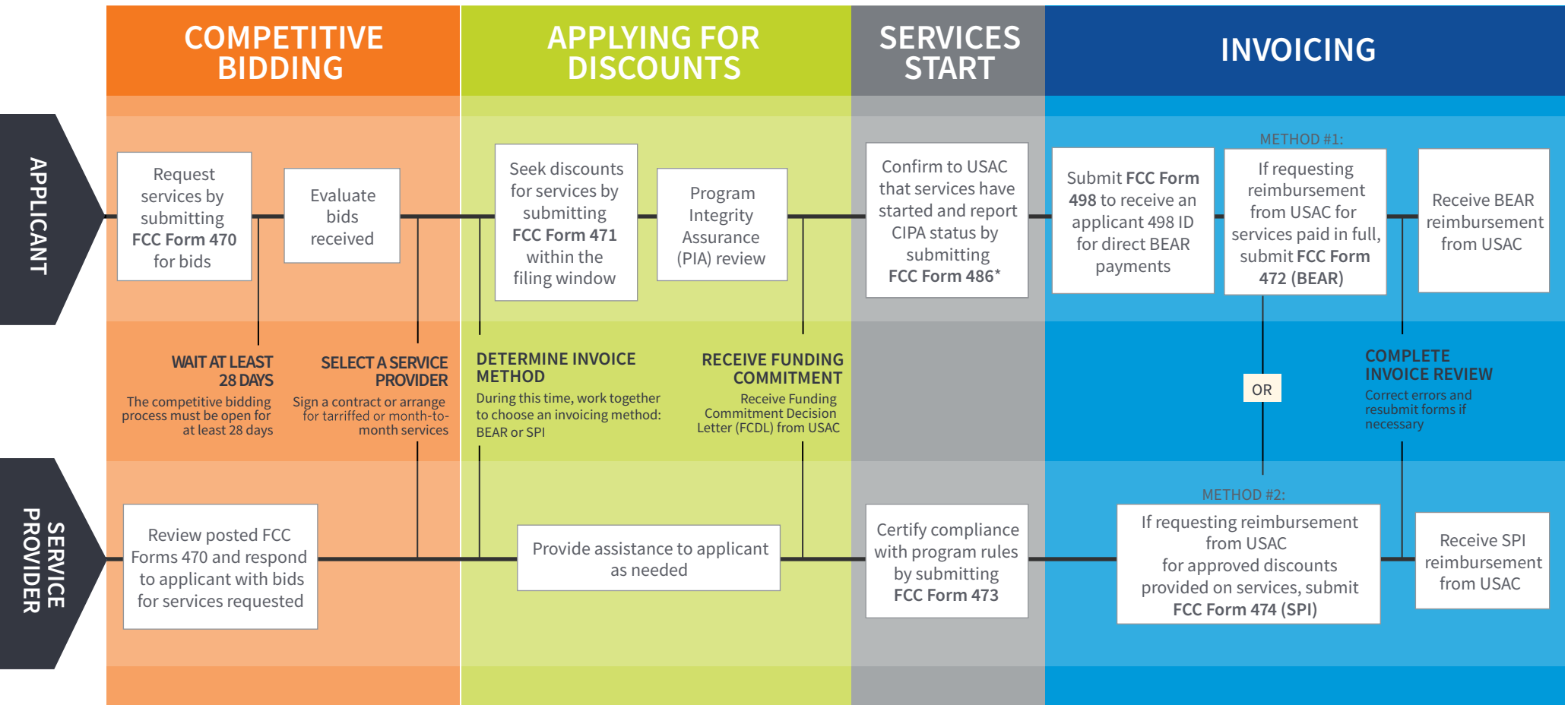
[illegible]

Schools and Libraries (E-rate) Program APPLICATION PROCESS

BEFORE YOU BEGIN:

APPLICANTS: Applicants must first have an entity number and an E-rate Productivity Center (EPC) account.

SERVICE PROVIDERS: Service providers must first obtain a Service Provider Identification Number (SPIN /service provider 498 ID) by submitting FCC Form 498.



FOR MORE INFORMATION:

- Website: The application process is broken down in detail for both applicants and service providers on the Schools and Libraries Program website (www.usac.org/sl).
- Glossary of Terms: Definitions for program terms and acronyms.
- *Consortium members report their CIPA status by submitting the FCC Form 479 to their consortium leader. The consortium leader then files the FCC Form 486.
- To adjust funding commitments and/or modify the dates for receipt of services after the FCDL is issued, file the FCC Form 500.



We have prepared a quote for you

Request for Proposal Number 2020-21-08

Quote # 003922
Version 1

Prepared for:

Mayor Joe V. Sanchez Public Library

Martin J. Mata
mjmata@weslacopl.us

Executive Summary

Homer Rhodes
Purchasing Agent
Weslaco City Hall
Finance Department
255 South Kansas Avenue
Weslaco, Texas 78596-6158

Re: Request for Proposal Number 2020-21-08

Mr. Rhodes,

Barcom Technology Solutions is a regional technology services firm headquartered in San Antonio, Texas with offices in Harlingen and Austin, Texas. Barcom Technology Solutions was founded in 2004 with the goal of providing the highest level of service to customers in the network infrastructure and data cabling sector. Today, we are comprised of one hundred and thirty employees with the majority of our employee's focus being on technical customer service and installations. A number of our staff on our engineering team hold high level vendor certifications from manufacturers such as **Cisco**, **Aruba** and **VMWare**. Our size and strength allow for a multidisciplinary approach to responding to evolving market trends.

Barcom Technology Solutions is well equipped and qualified to provide the services required by this RFP to Mayor Joe V. Sanchez Public Library. The Barcom Technology Solutions team has several years of experience procuring, configuring, installing and maintaining similar products in learning environments. Our firm is familiar with the protocols involved in working in this unique space such as being respectful of network integrity during active school hours as well as halting work during important testing times. Our engineering and project management team have the experience and manufacturer certifications required to deliver a complete finished product, within budget and in the time frame allowed, that will meet and exceed Mayor Joe V. Sanchez Public Library's needs for many years to come.

Barcom Technology Solutions is in good standing with the USAC and has an active SPIN number of **143035933**. Thank you for your time and consideration and we look forward to hearing from you soon.

Sincerely,

Arturo J. Garcia

Solutions Executive

Barcom Technology Solutions

222 East Van Buren, Suite 110

Harlingen, Texas 78550

(956) 313-8597

Project Team Qualifications and Certifications

Your Barcom Technology Solutions Project Team:

Advanced Services Engineer I

Sebastian Test

Director of Advanced Services

Certifications:

Cisco Certified Network Professional - Routing and Switching

Cisco Certified Network Professional - Wireless

Cisco Certified Network Professional - Security

Cisco Certified Network Professional - Collaboration

Cisco Meraki Network Associate

Advanced Services Engineer II

Samuel Polito

Certifications:

Cisco Certified Network Associate - Routing and Switching

Cisco Certified Network Associate - Security

Cisco Meraki Network Associate

Advanced Services Engineer II

Rene Castro-Test

Certifications:

Cisco Certified Network Associate - Routing and Switching

Cisco Certified Network Professional - Security

Cisco Meraki Network Associate

Vendor Background Questions and Answers

1. Number of years your company has been in business?

17 Years

2. Where is your head office, your sales and customer service offices located?

Our headquarters is located at 10443 Gulfdale Suite 101 San Antonio, Texas 78216. Our sales and service offices are located in the following cities: San Antonio, Harlingen and Austin.

3. Where is your billing office?

10443 Gulfdale Suite 101 San Antonio, Texas 78216

4. Number of employees in your company?

131 total employees at this time

5. Number of employees in local (RGV) site (if applicable)?

35 total employees at our Harlingen office

6. Number of employees in customer service.

83 total customer service employees, 28 located in Harlingen office

7. Number of employees with technical certifications.

12 total employees with technical certifications

8. Number of employees in local (RGV) site (if applicable) with technical certifications.

5 total employees at our Harlingen office

9. Are your hardware and software dependent on third party vendors for manufacturing?

Yes, we do not manufacture hardware or software

10. Please list any items from current or anticipated equipment which you will not be able to provide maintenance.

None

References

Client Name: City of Penitas Public Library

Name: Eliamar Salgado, Library Director

Email: library@cityofpenitas.com

Phone: (956) 999-8314

Address: 1111 South Main Street

Services: E-Rate Support of Internal Connections and Installation of New Network Equipment (Server and Wireless Access Points).

User Count: 75+

Customer Since: 2019

Client Name: Hector P. Garcia Memorial Library

Name: Marisol Vidales, Library Director

Email: mvidales@cityofmercedes.com

Phone: (956) 565-2371

Address: 434 S. Ohio Street Mercedes, Texas 78570

Services: E-Rate Project to install new Cisco Meraki wireless access points, switches and firewall along with new UPS units and data cabling

User Count: 200+

Customer Since: 2019

Client Name: Harlingen Public Library

Name: Dauna Campbell, Library Director

Email: dcampbell@harlingenlibrary.com

Phone: (956) 216-5803

Address: 410 76 Drive Harlingen, Texas 78550

Services: Projects and support services related to switching, wireless, network security, copper and fiber cabling.

User Count: 100+

Customer Since: 2019

Repair / Response Times Questions and Answers

1. How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (Monday-Friday 8:00am to 5:00pm).

Within two hours of the reporting of the problem

2. How long will it take for you to have a qualified technician on site outside normal business hours?

Within three hours of the reporting of the problem

3. Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.

Arturo J. Garcia – (956) 313-8597

John Huebener – (210) 204-2008

4. Please provide a direct number to the person(s) who can immediately facilitate repairs during normal business hours (Monday-Friday 8:00am to 5:00pm).

Arturo J. Garcia - (956) 313-8597

John Huebener - (210) 204-2008

5. Please provide a direct number for the person(s) who can immediately facilitate evening and weekend repairs.

Fernando Parra – (956) 371-9869

Future Offerings Questions and Answers

1. What new technology does your company plan to utilize in the near future that would be an advantage to the Mayor Joe V. Sanchez Public Library?

Barcom Technology Solutions is constantly monitoring technology trends in order to stay up to date on the technology that that will improve productivity and end user experience. Some recent examples of technology and methodologies that we are implementing for our clients are Wi-Fi 6 and Hosted Services. However, our primary focus over the past year has been on network security and developing strategies and protocols to best protect against threats, both internal and external, to a client's network.

2. What is the most significant factor affecting the future success of your company and what is being planned to address it?

The most significant factor that will affect the future success of Barcom Technology Solutions is finding, training and retaining technical talent to match our firm's growth. Our technicians and engineers are actively encouraged to continue their education and expand their expertise in the technology field. An example of this would be a promotion or bonus given to an employee who proactively achieves a higher certification level with one of our many manufacturer partners such as Cisco or Dell EMC.

Market Differentiation Questions and Answers

1. Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.

Barcom Technology Solutions was founded in 2004 in San Antonio, Texas by Saul Lopez, Luis Pena and Gilbert Paradez with the specific goal of providing industry leading service and support in the world of network equipment and telecommunications. Since that time Barcom has grown both in number of staff as well as the scope of capabilities. Our firm currently employs over 125 total staff across three offices (San Antonio, Harlingen and Austin) with over 80% dedicated to customer service and technical support. As we've grown in staff our firm has also grown in expertise. With advanced certifications from industry leaders like Cisco, Dell/VMWare and Microsoft our technical expertise is second to none.

In early 2010, Barcom Technology Solutions began operations in the Rio Grande Valley with a group of technicians working remotely to support a growing client base in the area. Through hard work and dedication to excellent customer service, our presence in the Rio Grande Valley grew to the point that we were able to open a regional office in April of 2012. Since that time, our operations and market presence has continued to grow to meet the demand of the growing marketplace.

Our Harlingen office currently serves a wide variety of clientele. From private businesses in almost every industry, educational institutions of all sizes and state and local government agencies our team is equipped to handle each one of our client's unique needs. Each one of our branches are fully equipped to operate in an autonomous manner which allows for faster response time to client issues as well as faster times to resolutions of each problem. Barcom Technology Solutions is the leader in quality technology support in the Rio Grande Valley.

2. Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.

Barcom Technology Solutions currently provides it's state and local government clients with an easy way to procure new technology through various partnerships with the State of Texas' Department of Information Resources (DIR) as well as The Interlocal Purchasing System (TIPS). Both of these contracts allow our state and local government clients to purchase and implement new technology easily by providing a state approved procurement method that does not require the purchaser to go through the long and arduous Request for Proposal process. Our partnerships with Cisco, Dell and other technology industry leaders ensure that updating old technology is a cost effective and fast process.

Additionally, Barcom Technology Solutions employs a number of employees with advanced certifications from technology industry leaders such as Cisco, Dell, VMWare and Microsoft. These knowledgeable and manufacturer certified engineers ensure that your existing equipment is always operating at optimal levels and that any new equipment is install and optimized right the first time.

3. Identify other Public Libraries or education entities in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided.

Zapata County Independent School District – Installation, configuration and ongoing support of switches, wireless access points, firewalls, data backups and disaster recovery, data center virtualization and Microsoft support.

Harlingen Public Library - Installation and support services related to switching, wireless, network security, voice over IP, load balancing, data center virtualization, and cabling.

City of Penitas Public Library - Installation and support services related to switching, wireless, network security and management of internal connections.

Rio Hondo Independent School District - Installation and support services related to switching, wireless, data cabling and management of internal connections.

4. Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite

Market Differentiation Questions and Answers

visit, and if so how many, or whether you charge for the actual hours devoted to a project.

Barcom Technology Solutions begins logging our engineer's time once on site at the customer location. There is no minimum number of hours charged for a site visit, our firm will only bill a client for the actual time the engineer is on site to resolve a problem.

5. Please provide your company's mission and/or vision statement.

Barcom Technology Solutions is committed to providing its clients with industry leading technology products and services along with the expertise required to maximize the potential of its impact on the end user. Our firm is committed to providing excellent customer service thorough integrity, knowledge and the willingness to go above and beyond to exceed our client's expectations.

Proposal and Pricing

Description	Price	Qty	Ext. Price
Basic Maintenance of Internal Connections - Please see below for list of covered equipment - 100% E-Rate Eligible  <u>Coverage Location:</u> Mayor Joe V. Sanchez Public Library 525 South Kansas Avenue Weslaco, Texas 78596 <u>Barcom Technology Solutions will provide both on-site and remote support services for the below equipment and cabling:</u> • Eighty Three (83) Cisco switches • Two (2) Palo Alto Firewalls • Twenty One (21) Tripp-Lite UPS units • All eligible network cabling Barcom Technology Solutions technicians will be available 24 hours a day, seven days a week to provide services. Service requests can be submitted via email at support@barcoment.com or via phone at (956) 364-9915. The above agreement pricing is valid for twelve months from the date of award with a voluntary optional annual renewal for a maximum of four additional years when agreed to in writing by both parties.	\$85.00	200	\$17,000.00

Subtotal: \$17,000.00

Request for Proposal Number 2020-21-08



Prepared by:

Barcom Technology Solutions
Arturo J. Garcia
(210) 930-6960
agarcia@barcoment.com

Prepared for:

Mayor Joe V. Sanchez Public Library
525 South Kansas Avenue
Weslaco, TX 78596
Martin J. Mata
(956) 968-4533
mjmata@weslacopl.us

Quote Information:

Quote #: 003922
Version: 1
Delivery Date: 03/03/2021
Expiration Date: 05/28/2021

Quote Summary

Description	Amount
Proposal and Pricing	\$17,000.00
Total: \$17,000.00	

Due upon delivery, Applicable tax and shipping is not included in the prices above.

Accepted and Agreed to by:

Mayor Joe V. Sanchez Public Library

Barcom Technology Solutions

Signature: _____
Name: Martin J. Mata
Title: _____
Date: _____

Signature: 
Name: Arturo J. Garcia
Title: Solutions Executive
Date: 03/03/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Bank of San Antonio Insurance Group, Inc. 1900 NW Loop 410 San Antonio TX 78213	CONTACT NAME: Cathy Rauschuber PHONE (A/C, No, Ext): (210)822-1571 FAX (A/C, No): (210)822-6027 E-MAIL ADDRESS: cathy.r@thebankofsainurance.com														
INSURED Jet Web Communications, LLC ID7535559 Barcom Technology Solutions 10443 Gulfdale Suite 101 San Antonio TX 78216	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td style="text-align: center;">10677</td> </tr> <tr> <td>INSURER B: Hartford Insurance Company</td> <td style="text-align: center;">30104</td> </tr> <tr> <td>INSURER C: Beazley Insurance Company</td> <td style="text-align: center;">37540</td> </tr> <tr> <td>INSURER D: CNA Pro</td> <td style="text-align: center;">60685</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B: Hartford Insurance Company	30104	INSURER C: Beazley Insurance Company	37540	INSURER D: CNA Pro	60685	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 20-21 WC renewal
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			EPP0429114	3/26/2020	3/26/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ OTHER: Pollution Liability						Pollution Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY			EBA0429114	3/26/2020	3/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Hired Car Physical Damage \$ 100,000
A	☒ UMBRELLA LIAB ☒ OCCUR			EPP0429114	3/26/2020	3/26/2021	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	☐ DED ☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	65WBCAS9536	4/28/2020	4/28/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E & O/Cyber Liability			TBD03182020	3/18/2020	3/18/2021	Each occurrence \$ \$2,000,000
D	Crime Coverage (3rd Party)			596775994	3/20/2020	3/20/2021	Crime \$ \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket additional insured in regards to the General Liability and Automobile Liability policies as described in policy forms. Blanket waiver of subrogation in regards to the General Liability, Automobile Liability and Workers Compensation policies as described in policy forms.

CERTIFICATE HOLDER
CANCELLATION

City of Weslaco Mayor Joe V. Sanchez Public Library 255 South Kansas Ave. Weslaco, TX 78596	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rick Paludi/CLR
--	--

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CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	7
3. Damage to Premises Rented to You.....	8
4. Supplementary Payments	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	14
11. Property Damage to Borrowed Equipment.....	14
12. Employees as Insureds - Specified Health Care Services:	14
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence.....	14

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail bonds: \$ 1,000
- b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

- a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the effective date of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past per-

formance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

(1) Refusal to employ;

(2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

ment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;

- (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation

in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. War and the Nuclear Energy Liability Exclusion, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in **Section B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in **Section B. Limits of Insurance, 4.a. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. **Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) **Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

- companying or containing such products; or
- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.
- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):
- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
 - (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or
 - (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - 1) Defects in design furnished by or on behalf

of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b) Supervisory, inspection, architectural or engineering activities.

- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition 5. **Other Insurance** is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. **Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (SECTION V - DEFINITIONS) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance**, 11. of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance**,

11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. **Limits of Insurance**, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-

TIONS) is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;

- (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03-26-2018	Policy Number: EBA 042 91 14
Named Insured: JET WEB COMMUNICATIONS LLC DBA BARCOM TECHNOLOGY SOLUTIONS	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03-26-2018	Policy Number: EBA 042 91 14
Named Insured: JET WEB COMMUNICATIONS LLC DBA BARCOM TECHNOLOGY SOLUTIONS	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because

of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number: 65 WBC AS9536

Endorsement Number:

Effective Date: 04/28/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: JET WEB COMMUNICATIONS, LLC
431 ISOM RD STE 202
SAN ANTONIO TX 78216

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with

respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Special Waiver
 Name of person or organization

 ☒ Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
 All Texas Operations
3. Premium:
 The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

**CITY OF WESTLACO
PURCHASING DEPARTMENT
VENDOR APPLICATION**

Company Name: <i>Bmcom Technology Solutions</i> Telephone No. () <i>(956) 364-9915</i> Fax No. ()	
Mailing Address: <i>222 E. VAN BUREN, STE. 110</i>	
Physical Address: <i>222 E. VAN BUREN, STE. 110</i>	
City, State, Zip <i>IRVING, TX 75050</i>	Federal Tax I.D. # or Social Security # <i>20-5042641</i>
Remit to Address: <i>10443 GULFBRE, STE. 101</i> City, State, Zip <i>SAN ANTONIO, TX 78216</i>	
E-Mail Address: <i>AGARCIA@Bmcoment.com / JHUBBARD@Bmcoment.com</i>	
Representative(s) Names(s) & Titles(s) <i>AGARCIA, SOLUTIONS MANAGER</i> <i>JOHN M. HUBBARD, CONTRACT AND SOLUTIONS MANAGER</i>	
Type of Organization (check one): ☒ Individual ☐ Partnership ☐ Corporation ☐ Non-Profit	
Type of Business (check one): ☐ Sole Proprietor ☒ Manufacturer ☐ Wholesaler ☐ Retailer	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <i>AGARCIA, SOLUTIONS MANAGER</i>	
What type of product(s) is/are solicited by your company?: <i>NETWORK EQUIPMENT, IT-RELATED PROFESSIONAL SERVICES, LOW VOLTAGE CABLE, NETWORK SECURITY, TELEPHONY</i>	
Would you like to be provided with specifications for procurements of such products?: (X) Yes () No	
To Be Completed by City of Westlaco: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	

The City requires that you furnish a certificate of insurance as required by Texas Labor Code 406.096, prior to commencement of any work/service. Coverage must be as follows (minimum amounts):

Worker's Compensation
Comprehensive General Liability
Bodily Injury Property Damage
(Per Occurrence)

Statutory
\$ 1,000,000
\$ 1,000,000

Please return this form by fax or mail to:

City of Westlaco
Purchasing Department
255 S. Kansas
Westlaco, Texas 78596
Phone: (956) 447-2240
Fax: (956) 969-8452

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Jet Web Communications, LLC	
2 Business name/disregarded entity name, if different from above Barcom Technology Solutions	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 10443 Gulfdale St., Ste. 101	Requester's name and address (optional)
6 City, state, and ZIP code San Antonio, TX 78216	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
2	0	-	5	0	4	2	6	4	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>[Signature]</i>	Date ► 3/24/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CITY OF WESLACO
MAYOR JOE V. SANCHEZ PUBLIC LIBRARY
BASIC MAINTENANCE OF INTERNAL CONNECTIONS - VENDOR REVIEW RFP #2020-21-08
E-RATE 2021 (ROUND 24) - THURSDAY, MARCH 11, 2021 AT 10:00AM

CRITERIA		PROSPECTIVE VENDORS			
VENDORS NAME		Score		Score	Score
1 <i>Instructions to Vendors (5 points)</i>					
<i>Vendor Background (20 points)</i>					
1 Years in existence					
2 Head office location					
3 Billing office location					
4 Number of employees in company					
5 Employees in local site					
6 Employees in customer service					
7 Employees with technical certifications					
8 Employees in local site with tech certifications					
9 Dependent on 3rd party vendors					
10 List items excluded from maintenance					
<i>Section totals</i>		0		0	0
1 <i>References (5 points)</i>					
<i>Repair/Response (10 points)</i>					
1 Technician on site normal hours (response time)					
2 Technician on site outside normal hours					
3 Provide phone number for local pricing contact					
4 Provide repair person contact number					
5 Provide off-hours person contact number					
<i>Section totals</i>		0		0	0
<i>Future Offerings (5 points)</i>					
1 Future new technology advantage to the library					
2 Factors affecting future success					
<i>Section totals</i>		0		0	0
<i>Market Differentiation (10 points)</i>					
1 Summary of company history					
2 Distinctive features and services					
3 Other public libraries or education clients					
4 Invoicing methodology					
5 Company's mission statement					
<i>Section totals</i>		0		0	
<i>Price of Eligible goods/services (45 points)</i>					
TOTAL SCORE		0		0	0



PREPARED FOR

Mayor Joe V. Sanchez Public Library

Request for Proposal # 2020-21-08 for
Basic Maintenance of Internal Connections (BMIC)

March 11, 2021

E-Rate Round 24 (Funding Year 2021)

E-Rate SPIN Number: 143030052

FCC RN Number: 0020393138

Federal Tax ID: 36-3949000

SUBMITTED BY:

Darak Weaver

Client Executive

t: 480.687.6470

e: Darak.Weaver@insight.com



March 11, 2021

Homer Rhodes, Purchasing Agent
Mayor Joe V. Sanchez Public Library
Weslaco City Hall - Finance Department
255 South Kansas Avenue
Weslaco, Texas, 78596

RE: RFP # 2020-21-08 for Basic Maintenance of Internal Connections (BMIC)

Dear Mr. Rhodes:

Insight Public Sector, Inc. (Insight) is pleased to participate in the Mayor Joe V. Sanchez Public Library (Mayor Joe V. Sanchez Public Library) Request for Proposal # 2020-21-08 for the Basic Maintenance of Internal Connections (BMIC) opportunity. Based on the scope of the requirements, Insight has prepared a response that represents a comprehensive effort at meeting Mayor Joe V. Sanchez Public Library's needs.

Insight Public Sector is solely focused on the needs of educational institutions as well as local, state and federal governments. With an industry-leading selection of products, a complete suite of IT services and a wide range of government contracts, Insight helps organizations streamline procurement, simplify deployment and maximize the value of the IT lifecycle.

Insight believes we are the right company for this contract and can become a beneficial and strategic partner with Mayor Joe V. Sanchez Public Library. Insight is a leading provider of IT products and services for the public sector. Our direct vendor relationships, along with sales revenues totaling \$7.7 billion in 2019, have helped us to build our infrastructure to meet large volume rollouts and have given us the versatility to tailor our services to our customers' individual needs. Our experienced sales team understands the Public Sector's needs and is focused on real-world solutions.

In addition, Insight has been an active participant in the E-Rate program since its inception. We provide our education partners with information and assistance to ensure that the funding/discounts they receive are maximized and compliant with guidelines under these programs.

With over 30 years in the IT industry, we offer unsurpassed commitment, management, and oversight in ensuring the success of meeting your defined E-Rate 24 (FY 2021) deliverables. Insight is committed to delivering the highest level of technical expertise and service to Mayor Joe V. Sanchez Public Library. Insight will ensure the technology-related services required will be provided in a seamless, efficient, and quality manner maintaining the highest customer satisfaction within the Mayor Joe V. Sanchez Public Library environment.

The attached proposal contains the details of Insight's commitment to provide Mayor Joe V. Sanchez Public Library with the multiple benefits of partnering with us, as well as a brief profile of Insight, our infrastructure and service capabilities.

We look forward to the opportunity to further present our Insight value and Public Sector solutions. Should Mayor Joe V. Sanchez Public Library have any questions, concerns or requests for additional information, please do not hesitate to contact me at 480.687.6470 or

Darak.Weaver@insight.com.

Sincerely,

Darak Weaver
Client Executive

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1. Insight Public Sector Experience

For over 20 years, Insight Public Sector has emerged as a national leader in providing E-Rate guidance and expertise to applicants all across the country. Insight provides quality turnkey network integration services and is one of the largest network integrators in the country. Insight has been ranked as one of the top 10 Service Providers for the E-Rate program in the Internal Connections category.

Our extensive E-Rate experience allows applicants the opportunity to significantly grow their infrastructure with current technologies. Our proven strategies encourage applicants to have good planning and strategic vision to achieve the most from the program. Insight also has extensive experience in leveraging funds generated via bond issues or other grant sources into E-Rate application opportunities.

And, to ensure compliance, all Insight employees involved with the E-Rate program are required to be trained on the Ethics and Responsibilities components.

1.1 E-Rate Information

INSIGHT SPIN NUMBER: 143030052

INSIGHT FRN NUMBER: 0020393138

1.1.1 Existing Procedures for SLD Funds Collection

Insight's E-Rate experience includes extensive knowledge of SLD guidelines and requirements for funds collection. Through this knowledge base, strict procedures have been established for providing the detailed accounting necessary to meet both SLD and individual customer requirements.

Insight's E-Rate customers determine the invoice method for their E-Rate FRNs – either split invoicing (Form 474) or BEAR (Form 472).

- If split invoicing is chosen, the following procedures should occur:
 1. Once funding has been committed, a Form 486 is submitted by the customer to SLD to signify the Service Start Date.
 2. The Service Start Date (Form 486) is then approved by the SLD.
 3. The customer issues a Purchase Order to Insight.
 4. The product order is placed by Insight upon receipt of the customer's PO.
 5. Upon product delivery(s), the customer is billed for their portion only and Insight submits a Form 474 to USAC for payment of their committed amount.
 6. If services are included on the customer's PO, a Service Job is set up by Insight.
 7. If progress billing is allowed and a milestone has been reached, a Work Approval Form (WAF) is submitted by Insight for customer sign-off.
 8. Once the WAF has been signed and returned to Insight, an invoice for the agreed upon amount is processed (one invoice for the customer's portion and one invoice to USAC for their committed amount).
 9. If USAC requests a Service Certification, one will be sent by Insight to the customer along with the applicable invoice copies.

10. The customer will have 7 calendar days to review, sign and return to USAC the Service Certification, so that payment can be processed.
 11. If the customer does not return the Service Certification within the deadline, the invoice will be zero paid by USAC and the billing cycle begins again.
- If BEAR method is chosen, the following should occur:
 1. The customer issues a Purchase Order (PO) to Insight.
 2. The product order is placed by Insight upon receipt of the customer's PO.
 3. Upon product delivery(s), the customer is billed by Insight.
 4. If services are included on the PO, a Service Job is set up by Insight.
 5. If progress billing is allowed and a milestone has been reached, a Work Approval Form (WAF) is submitted by Insight for customer sign-off.
 6. Once WAF has been signed and returned to Insight, an invoice for the agreed upon amount is processed and sent to the customer.
 7. If the customer does not return the Service Certification within the deadline, the BEAR form will be denied and must be resubmitted.

In either invoice mode, Insight will not invoice for any product not delivered or services not performed. Insight follows SLD guidelines regarding invoicing and collection at all times.

1.2 Education Experience

Insight understands that Mayor Joe V. Sanchez Public Library is seeking to enter into a partnership with a technology provider for the purpose of implementing, refining and supporting a state-of-the-art IT technology infrastructure. In selecting that provider, Mayor Joe V. Sanchez Public Library must consider all the areas of expertise necessary to be most beneficial. Insight has the complete understanding of both the administrative and educational purpose of IT technology for Mayor Joe V. Sanchez Public Library. As the selected vendor, we will be instrumental in working with Mayor Joe V. Sanchez Public Library to implement the project described in the RFP, providing the technology and implementation, ensuring compliance with the E-Rate program, and ensuring successful financial strategies for meeting Mayor Joe V. Sanchez Public Library's goals.

The success of your project will largely depend on selecting an IT technology provider with demonstrated project management skills and implementation experience combined with the ability to scale operations to meet the challenging demands of complex projects in an educational environment. From IT technology, equipment selection and procurement, to the project management and implementation, Insight has the experience and capability to provide centralized management for this partnership using certified project managers experienced in the K-12 and higher education environment. Insight has been the education technology provider of choice for many school districts throughout the U.S. for over 20 years.

Insight can provide the expertise and advice that will be necessary to effectively implement and upgrade IT technology throughout Mayor Joe V. Sanchez Public Library. Insight has been an active participant in the E-Rate program since its inception. We have provided our education partners with information and assistance to ensure that the funding/discounts received under these programs (and others) was maximized. Insight has achieved industry-leading technology specializations in all areas of today's most advanced networking technologies with continuing education for their engineers. This commitment to expertise will be a major benefit to Mayor Joe V. Sanchez Public Library based on the knowledge and skills that are continually being developed by Insight.

1.3 References

Insight builds long-term relationships that go well beyond a single project. Many customers have worked with Insight since the firm was founded. We recognize that our future success depends upon our ability to cultivate and build customer relationships for life.

Insight respects and honors the wishes of our customers who act as references. Therefore, we respectfully request that you contact your Client Executive, Darak Weaver, prior to contacting any customer references so our representatives may properly maintain customer relationships, and notify our customers from whom to expect contact. We appreciate your cooperation in this regard.

Customer:	Alice ISD
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Contact Name:	Amelia Salinas
Address:	#2 Coyote Trail, Alice, TX
Phone Number:	361.664.0981
Email Address:	amelia.salinas@aliceisd.net
Description:	Installed and/or upgraded several LAN/WAN projects including Cisco hardware, cabling, wireless, and maintenance/onsite technical support.

Customer:	Brownsville Independent School District
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Contact Name:	Todd Nichols
Address:	1625 Price Road, Brownsville, Texas 78521
Phone Number:	956.548.8241
Email Address:	todda@bisd.us
Description:	Installed and/or upgraded several LAN/WAN projects including Cisco hardware, APC UPSs, cabling, security, wireless, IP Telephony, Tandberg videoconferencing, servers, and maintenance/onsite technical support.

Customer:	Edinburg Consolidated Independent School District
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Contact Name:	Eduardo Moreno
Address:	411 North 8 th Avenue, Edinburg, Texas 78539
Phone Number:	956.316.7421
Email Address:	edu.moreno@ecisd.us
Description:	Deployed a district-wide Wireless IP Network consisting of over 800 Wireless APs. Engineered and installed new district NOC. Ongoing services providing network upgrades, video distribution, video conferencing, and maintenance services and products.

Customer: La Joya Independent School District

Contact Name: Fernando Mercado
Address: 215 E-East Expressway 83, La Joya, Texas 78560
Phone Number: 956.323.2500
Email Address: **f.mercado@lajoyaisd.net**
Description: Installed and/or upgraded several LAN/WAN projects including Cisco hardware, APC UPSs, cabling, security, wireless, IP Telephony, Polycom and Tandberg videoconferencing, servers, and maintenance/onsite technical support.

Customer: Los Fresnos Independent School District

Contact Name: Billy Simpson, IT Director
Address: 600 North Mesquite, Los Fresnos, Texas 78566
Phone Number: 956.233.6980
Email Address: **bsimpson@lfcisd.net**
Description: Installed a district-wide Unified Communications implementation for all campuses, which included a turnkey switched 10/100/1000 Ethernet network with a 10 gig backbone. Additionally, Insight provided a CommScope 10 Gig Fiber Optic/Category 6 structured cabling solution, Tandberg Distance Learning, and a VBrick Video Streaming solution. Also, a Cisco VOIP Phone system was installed at all district locations.

2. Insight Overview

Insight Enterprises, Inc. (our parent company) is a leading technology provider of hardware, software, and service solutions to business and government customers in the United States, Canada, Europe, and Asia-Pacific. Insight Enterprises, Inc. became a publicly traded company in 1995, selling its stock on the NASDAQ under the ticker symbol NSIT. Insight Enterprises, Inc. is ranked number 417 on Fortune Magazine's 2018 "Fortune 500" list.

Insight Public Sector, Inc. (Insight) is one of the largest providers of technology to Public Sector clients in the United States. Insight brings a wealth of contract experience to our Public Sector clients, holding more than 210 contracts across the federal, state, local, and education verticals. We currently hold some of the largest contracts in the industry, from federal contracts (e.g., GSA, NASA SEWP, JELA) to national cooperative contracts (e.g., WSCA, Omnia Partners). We also hold state-wide contracts in 41 different states. Collectively, these contracts and our dedicated Public Sector sales and services teams allow us to provide customized products and solutions that range from initial consulting, procurement and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help businesses run smarter. Our value is our ability to guide, advise, implement and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage and secure their IT environments. Our product fulfillment and logistics capabilities, management tools and technical expertise make designing, deploying and managing IT solutions easier for our customers while helping them control their IT costs.

2.1 Services

Insight provides end-to-end technology services to help you to engage customers, enable your workforce, optimize your infrastructure and boost operational excellence.

We are a single source for all of your IT needs, aligning the latest technologies with your customer, workforce and infrastructure goals.

- Digital Transformation. From initial concepts to development, we'll work with you to assess your needs, design a road map and deliver a Digital Transformation.
- Intelligent Endpoints. From kiosks to smart screens and tablets, we have direct access to the top manufacturers and will configure, test and deploy the modernized endpoints that transform the look and feel of your business.
- Workforce Applications. From custom app development to collaboration, Workforce Applications delivers a flexible, modernized approach that contains costs and helps you automate, collaborate and stay productive.
- Modern Workplace. We'll help you take control of your organization with workforce solutions
- Unified Branch Infrastructure. Whether on premises or in the cloud, our Unified Branch infrastructure solutions helps you scale cost-effectively, manage connectivity, and empower your workforce and your customers – so you can focus on what you do best.
- Hybrid Cloud. With our application-centric approach, we'll help you understand your existing environment and how it's interconnected.

- **Intelligent Network.** From assessment to design and execution, our services and partnerships with the most trusted names in IT give your organization more capacity and availability than ever before.
- **Real-Time Business.** We'll help you embrace the latest technologies with Real-Time Business. Through machine learning, advanced analytics and smart devices, you'll power the future of your business.
- **Infrastructure Management.** We take on day-to-day operations, from application management, infrastructure monitoring, security and administration to swift troubleshooting – so you can spend more time growing and less time maintaining.
- **Lifecycle Services.** Insight's Lifecycle Services help you spend more time driving business growth while we handle everything else – from planning and deployment to overall IT asset management and ongoing support.
- **Workplace Services.** With next-generation solutions, best practices and true thought leadership, we help you cut costs and drive growth by simplifying and enhancing every moving part of your business.

2.2 Product Solutions

Insight, along with its affiliates, has identified the following product focus categories for all of our markets:

- Hardware: Desktops/Notebooks/Notebook Accessories, Networking, Servers/Storage, Printers/Consumables
- Software: Business Productivity, Virtualization, Data Protection, Creative

Insight resells products and services from over 5,000 supplier partners. These relationships give our team members direct access to OEM resources for training, design validation, and confidential product information. Some relationships of note include: Cisco Gold Certified Partner; Microsoft Gold and Silver Certified Partner and National Systems Integrator Partner; HP Platinum Certified Expertise and HP ServiceOne Delivery Partner Expert; Lenovo Premier Partner; IBM Premier Partner; VMware Premier Partner; and Symantec Platinum Partner.

2.2.1 Order Processing

By partnering with industry leaders, Insight offers state-of-the-art IT products delivered by a knowledgeable and responsive Inside Sales Team. This team undergoes continuous training to ensure that their knowledge of the product offerings is up-to-date. As a result, they can quickly and efficiently assemble a product solution that will integrate into the customer's infrastructure, while providing the highest level of service and support. Insight provides creative options for acquiring equipment, management of warranty contracts on equipment, and expedited and detailed order tracking. The Sales Solution Representative will ensure superior support levels and outstanding customer satisfaction.

The dedicated Mayor Joe V. Sanchez Public Library/Insight Account Team will be responsible for order management. This management process will reduce Mayor Joe V. Sanchez Public Library's costs associated with timing, availability, unit pricing, and meeting delivery requirements. The following steps make up the order management procedure:

1. Mayor Joe V. Sanchez Public Library may place orders by phone, fax, mail, e-mail, or through our Web portal at www.insight.com.
2. Once we receive your order it goes through a customer validation, P.O. quality check, a price check, and a product check via our backorder management process.
3. The order is then placed in the system and sent to the appropriate distributor or publisher for that product and an order confirmation is sent to you via e-mail.
4. The system is updated with distribution information such as ETAs (Estimated Times of Arrival) and PODs (Points of Delivery).
5. Customized reports, license proofs, management of returns, and invoice queries are available to you either online or through your Inside Sales team to help with compliancy.
6. Product is then delivered to the name and location you have specified at the time of order entry.

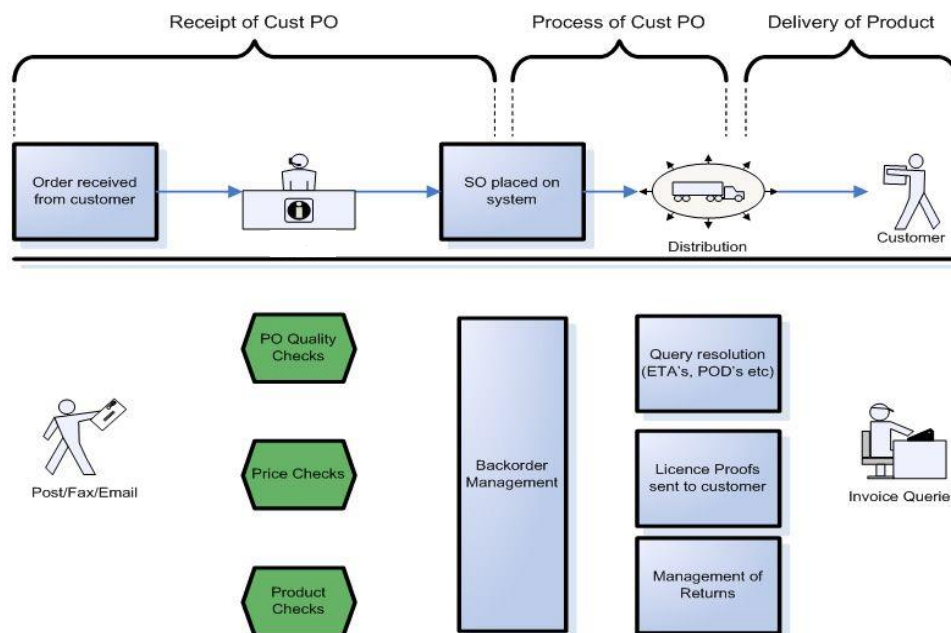


Figure 1: Insight Order Process

Insight is a flexible organization and will work with Mayor Joe V. Sanchez Public Library in meeting any order process requirements. We will work closely with our manufacturers on lead time updates to inform you of the best possible product availability timelines.

2.3 Project Methodology Overview

Project Methodology Overview

To ensure that we employ best practices at all time, Insight follows a documented methodology developed to ensure that we serve our customers as consistently and effectively as possible (see below). Created by the management team – and updated on an ongoing basis – this methodology includes clear guidelines and procedures for delivering solutions and partnering with customers to review and improve these solutions.

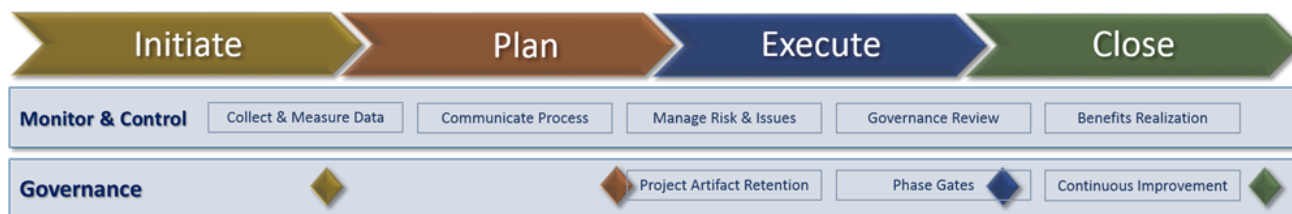


Figure 2: Insight Project Methodology

The Insight Project Methodology includes the following phases:

- **Initiate** – Initiate is the first phase of the delivery cycle. In this phase, Insight reviews your business priorities, technical requirements, user communities, and desired outcomes to best understand what challenges and opportunities lie ahead for your business. During this phase the project scope is defined, the costs are documented, pricing created, and a Statement of Work (SOW) produced.

- **Plan** – The Plan phase is focused on developing project management plan documents, designing specific processes, testing plans, migration strategies, and conducting the Proof of Concept (POC) and Pilots. Based on the recommendations developed in the Initiate phase, we delve deeper into understanding your network strategy and architecture, and create a new strategy and architecture in sync with your business priorities.
- **Execute** – The Execute phase is focused on delivering the planned work while tracking and reporting progress to project stakeholders. Working with your teams, we implement the solution for your business. Training, procedures documentation, pilot testing, and the production cutover/migration occur within this phase.
- **Close** – The Close phase is focused on completing all customer deliverables, performing final invoicing, and closing the project. Post-implementation support addresses any performance issues and transitions from the project team to your ongoing support team.
- **Monitor and Control** – Monitoring and Controlling project work occurs throughout the project lifecycle and includes the processes of tracking, reviewing, and reporting the progress of the project in meeting defined objectives.
- **Governance** – The Insight Governance Methodology objective is to provide a concise governance methodology for Insight to use in managing projects and outsourced programs. The Governance Methodology provides a consistent opportunity to review delivery and financial performance measurements for projects and outsourced programs by identifying and implementing continuous improvement and identifying opportunities to improve customer satisfaction.

2.4 Expertise

Insight's professionals possess a skill set that's unmatched in the industry, bringing deep technical knowledge and a keen business understanding to every partnership. We use shared knowledge to develop and define strategies and solutions. This means you are not just getting a dedicated team with rich industry experience, but the leveraged resources of an entire organization.

Cisco Gold Certified Partner

- | | |
|--|---|
| <ul style="list-style-type: none">• Master Specializations<ul style="list-style-type: none">○ Collaboration○ Security○ Cloud Builder○ Cloud and Managed Services• Cloud Partner<ul style="list-style-type: none">○ Cloud Builder-Infrastructure, Management and Services○ Storage: EMC○ Virtualization: VMware○ Cloud Management: VMware○ Cloud Professional Services• Architecture Specialization<ul style="list-style-type: none">○ Advanced Collaboration Architecture○ Advanced Borderless Network Architecture | <ul style="list-style-type: none">• Advanced Technology Providers<ul style="list-style-type: none">○ Identity Services Engine○ Unified Contact Center Enterprise○ TelePresence Video Master○ Customer Voice Portal○ Physical Security○ Data Virtualization○ ServiceGrid Reseller○ UCS Invicta• Cisco Managed Services Channel Program ("MSCP")<ul style="list-style-type: none">○ Powered Unified Communications○ Powered Managed Security○ Powered Management Contact Center |
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| <ul style="list-style-type: none"> ○ Advanced Data Center Architecture Specialization • Advanced Specializations <ul style="list-style-type: none"> ○ Advanced Content Security ○ Small Business | <ul style="list-style-type: none"> • Services Reseller <ul style="list-style-type: none"> ○ Cloud Services Reseller • Other Authorizations <ul style="list-style-type: none"> ○ Try and Buy ○ Global Resale Agent ○ Global Cloud and Managed Services ("CMSP") Host |
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Microsoft Gold Partner

- Cloud Productivity
- Communications
- CRM
- Datacenter
- Devices and Deployment
- Identity and Access
- Messaging
- Midmarket Solution Provider
- Software Asset Management
- Volume Licensing

Microsoft Silver Partner

- Cloud Platform
- Collaboration and Content
- Data Analytics
- Small and Midmarket Cloud Solutions

HP Direct Marketer Specialist Partner

- | | |
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| <ul style="list-style-type: none"> • HP Platinum Certified Expertise <ul style="list-style-type: none"> HP Virtualization Platinum HP Storage Platinum HP Networking Platinum HP Services ServiceOne Partner • HP ServiceOne Delivery Partner Expert <ul style="list-style-type: none"> HP Printers Service HP Desktop Service HP Building Proactive Networks HP Notebooks HP Authorized Service Provider • HP Software Authorizations <ul style="list-style-type: none"> HP ArcSight Authorization HP Enterprise Software Authorization HP Fortify Authorization HP TippingPoint Authorization HP Vertica Authorization HP Autonomy Authorization | <ul style="list-style-type: none"> • Insight HP Direct Marketer Specialist <ul style="list-style-type: none"> HP Converged Infrastructure Certification HP BladeSystem Certification HP Enterprise Storage Certification HP Networking Certification HP Technology Services Certification HP Software Certification • Insight HP Hardware Authorizations <ul style="list-style-type: none"> HP Business Critical Systems Authorization HP Enterprise Networking Authorization HP Enterprise Storage Authorization HP Enterprise Storage P9000 (XP) Authorization |
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- **Other HP Specializations and Designations**

- US System Builder Specialist
- North American Managed Print Specialist
- US HP Networking Master Partner Program
- North America ServiceOne Expert – Sales and Delivery

2.5 Staff Certifications

Insight's staff, along with our affiliates', has extensive experience, technical skills and business skills. Insight regularly invests in our employees' training and professional development. As such, our Consulting and Professional Services staff holds over 2,400 technical certifications.

As we strive to align the appropriate technology with your strategic business goals, we never forget that a positive bottom line result is a huge piece of the equation. Fortunately, Insight's established solutions and services eliminate costly and time-consuming assumptions, allowing us to work with you to deliver optimal results in minimal time.

2.5.1 Texas Certification Summary

Insight's consulting and professional services staff in the State of Texas hold the certifications including:

Texas Staff Certifications

• Apple	• BICSI	• Blue Coat	• Brocade
• Cisco	• Citrix	• CommScope*	• CompTia
• EC-Council	• EMC	• F5	• Fluke
• HP	• IBM	• ITIL	• Juniper
• Leviton	• Lexmark	• Microsoft	• Net Gen
• NetApp	• Novell	• Panduit	• PMI
• Quest	• RSA	• Solarwinds	• Sourcefire
• Systimax*	• Tandberg	• TruSecure	• VCE
• Veeam	• VMware		

*Central and South Texas Only

2.6 Why Insight?

COMMITTED	CONSULTATIVE	DEPTH
Strong customer relationships through dedicated teams.	We listen to you. We assess. We customize solutions.	Resources aligned and ready. Robust partner portfolio.
EXPERTISE	VALUE	ACCESSIBLE
Certified and Experienced specialists, architects, consultants and engineers.	Products, knowledge and service throughout your entire IT lifecycle.	Local presence. Global reach. An extension of your team.

We're collaborative to the core.

We know our most important connections are human. That drives our culture, our partnerships, our approach, and our solutions. Across teams and across regions, we work as one team connecting you with the products, people and knowledge to help you build a smart business.

We deliver the expertise that drives business impact.

You need answers more than you need equipment. That's why we deliver the experience, intelligence and IT solutions that make the greatest strategic sense for your business challenges. Our integrated approach helps you scale faster, optimize technology investments and reach your long-term goals.

We integrate confidence into every solution.

We know trust and confidence are integral to your IT infrastructure and strategy. You need to be up-to-date, up-to-speed and fully informed. We make sure you run at high speed and low risk so you stay connected, on-budget and ahead of potential problems and threats.

We bridge the gap between budget and performance.

We provide trusted, cost-effective solutions that optimize your IT budget and deliver greater predictability on operating expenses. Your team gets the performance it needs at a cost that makes long-term financial sense.

Our connections make us stronger.

Our partnerships are critical to helping us develop a broad range of IT solutions that solve business challenges. Our customers depend on our expertise, and we depend on a select group of partners to help us deliver value.

We connect the world to a smarter way of doing business.

When we talk about connections, the conversation extends to every part of our business — from our partnerships to our offerings, from the technology we supply to the solutions we deploy. We enable companies to realize their business goals through more efficient and intelligent IT.

3. Terms & Conditions

Insight is pleased to provide the following E-Rate FY 2021 Terms and Conditions related to our proposed Basic Maintenance of Internal Connections (BMIC) solution for Mayor Joe V. Sanchez Public Library.

3.1 Acceptance

Signature by Mayor Joe V. Sanchez Public Library on the Contract Acceptance Page creates an agreement under the terms of the Contract for E-Rate Projects (the "Contract").

3.2 Contract Exceptions

Notwithstanding anything in the Mayor Joe V. Sanchez Public Library's Request for Proposal to the contrary, any engagement resulting from Insight's response to the Request for Proposal will be governed by Insight's Contract for E-Rate Projects and any additional documents identified on the Contract Acceptance Page of this proposal. Nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually acceptable terms prior to commencement of the engagement.

3.3 Contract for E-Rate Projects

1. Structure

a. The terms and conditions beginning with this Section 1 ("Structure") through Section 16 ("Definitions"), along with the Contract Acceptance Page and any addendums and exhibits identified and immediately following the Contract Acceptance Page, excluding the appendices provided only as supplemental information to the Customer's Request for Proposal, ("Other Documents"), govern the relationship between the Mayor Joe V. Sanchez Public Library ("Customer") and Insight Public Sector, Inc. ("Insight") and collectively constitute the contract for the sale of Products and Services (the "Contract for E-Rate Projects" or the "Contract").

b. Performance of this Contract will commence on July 1, 2021, and continue for a 1-year period ending on June 30th of the following year ("Initial Term") and automatically renew for an additional 1-year term after the Initial Term to ensure a written agreement is in place between the parties as required by the governmental funding authority based on any delay in funding by the same authority. Thereafter, this Contract may be renewed for up to 3 additional 1-year terms upon mutual, written agreement of both parties at least 30 days prior to the end of the then-current term.

c. The Customer acknowledges that Insight is not the manufacturer of Product, and that Insight may engage third parties to provide Services. Insight makes no independent representation or warranty with respect to any Products provided, or Services performed, by a Third Party. Insight hereby transfers to the Customer, to the extent transferable, whatever transferable terms and conditions Insight receives from the Third Party, such as manufacturer's warranties, indemnities, statements of work, or shrink-wrapped software licenses, which shall govern the relationship between the Third Party and the Customer with respect to Third Party Products or Services (collectively "Third Party Terms").

2. Prices

a. Prices shall be specified by Insight and shall be applicable for the period specified in Insight's quote. If no period is specified, prices shall be applicable for 30 days.

b. Any special pricing that is passed on to the Customer will be from the Manufacturer for E-Rate eligible and/or partially eligible products but must be valid for E-Rate eligible and partially eligible products that are funded by the E-Rate program in Funding Year 2021. Insight reserves the right to (i) re-negotiate pricing for those Manufacturer eligible and non-eligible products that are not funded if the Customer elects to continue the project without E-Rate funding, and (ii) to terminate any obligation to provide such products (without penalty) if the parties cannot agree to such pricing.

c. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority. If Insight is held liable for or pays any of the foregoing taxes, the Customer shall reimburse Insight for such taxes in addition to the price of the Products.

d. Shipping charges are not included in prices and will be invoiced, if applicable, as separate items.

3. Orders

a. The Customer will submit orders on the Customer's standard purchase order form or on an alternate order form approved by Insight, or otherwise by electronic means acceptable to Insight. The Customer's order shall be deemed to incorporate the terms and conditions of this Contract without reference in the order to this Contract. Insight specifically objects to any additional terms being added through a purchase order or similar document. Any additional terms contained in the Customer's purchase order will not become part of the Contract and the terms of this Contract supersede any and all terms in any such purchase order. The Customer's order is subject to Insight's credit and acceptance requirements. Each Customer order that has been accepted by Insight (including any Statement of Work that has been executed by the Customer and delivered to Insight) shall be referred to as an "Order." Insight may accept an order by providing the Customer with a written confirmation of acceptance, sent by mail, facsimile or other electronic means; by shipping the Product; or by beginning performance of the Insight Services. No Orders may be cancelled or rescheduled without Insight's written consent, which may be given in Insight's sole discretion.

b. All shipments by Insight are F.O.B. point of origin. Subject to Insight's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to the Customer and title and risk of loss shall thereupon pass to the Customer. Products invoiced and held by Insight for any reason will be held at the Customer's risk and expense. Selection of the carrier and delivery route shall be made by Insight. Insight will use reasonable efforts to initiate shipment and schedule delivery as close as possible to the Customer's requested delivery dates. The Customer acknowledges that delivery dates provided by Insight are estimates

only and that Insight is not liable for failure to deliver on such dates. Notwithstanding the foregoing, Insight will use reasonable efforts to meet the Customer's delivery requirements and will keep the Customer informed of delivery status. Insight reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified shall not relieve the Customer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of 1 installment shall not entitle the Customer to cancel other installments.

c. Notwithstanding any provision of this Contract to the contrary, orders for special, custom, value-added and other non-standard Products, including Products of manufacturers which do not appear on Insight's line card, Products which have been tested, assembled or integrated for the Customer, work-in-process and Products otherwise identified by Insight as "NCNR" or "Non-Cancelable and Non-Returnable" ("Non-Standard Products") will be non-cancelable and non-returnable.

d. All sales are final, except with respect to Products that do not meet applicable manufacturer's specifications or that are not identified in the Order. Inspection and acceptance will be the Customer's responsibility. The Customer is deemed to have accepted the Products unless written notice of rejection is received by Insight within 10 days after delivery of the Products. The Customer waives any right to revoke acceptance thereafter. The Customer must report any discrepancy in shipment quantity or damage and request a Return Material Authorization ("RMA") within 10 days after delivery. No return of Products will be accepted by Insight without an RMA and an associated number, which may be issued by Insight in its sole discretion. Returned Products, unless damaged in transit, must be in their original, unaltered, undamaged condition, and must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective or damaged, a complete description of the nature of the defect or damage must be included with the returned Products. Products not eligible for return shall be returned to the Customer, freight collect.

4. Invoicing and Payment

a. The Customer will be invoiced for any Product other than Product Maintenance (e.g., hardware, software, documentation, accessories, materials, supplies and parts) upon delivery to a common carrier.

b. The Customer will be invoiced for any Product Maintenance upon Insight's receipt of the applicable Third Party invoice for such Product Maintenance.

c. The Customer will be invoiced for Services on a monthly basis or upon completion of mutually agreed upon milestones as defined in the Statement of Work or related project plan. Invoicing details may also be provided on a Work Approval Form, which Insight may require the Customer to sign to acknowledge performance of the applicable Services.

d. Payment of the net amount of all invoices, without offset or deduction, is due 30 days from the date of Insight's invoice. Additional payment terms may be set forth in Other Documents.

e. Checks are accepted subject to collection and the date of collection is deemed the date of payment. On any past due invoice, the Customer shall pay interest from the payment due date to the date of payment at the annual percentage rate of 18% (or such lower rate as may be the maximum allowable by law), together with Insight's costs of collection (including reasonable attorneys' fees).

f. The Customer agrees that Insight may, in its sole discretion, at any time, change the terms of the Customer's credit, before shipment of any or all Products or before beginning any Services.

5. Insight Services

The following terms apply to Insight Services:

a. The Customer agrees to provide Insight with sufficient, free and safe access to the premises where the Customer requires Insight Services to be performed.

b. Statement of Work. A separate Statement of Work may be required by Insight for each Service transaction. The Customer's order for Insight Services is subject to acceptance by Insight. The Statement of Work may include, but may not be limited to (i) the service description; (ii) any additional terms and conditions for the Insight Service; (iii) each party's responsibilities; (iv) the conditions that Insight must meet to complete the Insight Service ("Completion Requirements"); and (v) the charges and fees, exclusive of taxes. Any changes to the Statement of Work must be in writing and signed by both parties.

c. Completion Requirements. Insight will inform the Customer in writing when Services are complete. Services are complete when all of the Completion requirements (if any) specified in the Statement of Work have been met. If no Completion Requirements are specified in the Statement of Work, then Services are complete when they are performed substantially in accordance with the terms of the applicable Statement of Work. Unless a different period is provided in the Statement of Work, the Customer shall have 10 business

days from receipt of a completed Work Approval Form to notify Insight if the Customer believes the Completion Requirements have not been met or if performance is in material non-conformance with specifications.

d. Personnel. Insight and the Customer shall each designate a project representative. All Insight and the Customer personnel assigned to participate on each party's behalf shall be knowledgeable in their assigned areas of responsibility. Unless otherwise provided in the Statement of Work, each party has the right to determine the assignment and re-assignment of its personnel. Insight may subcontract Insight Services to subcontractors selected by Insight.

e. Insurance. Insight and the Customer, respectively, shall be responsible, at their own cost and expense, for maintaining in effect policy or policies of insurance insuring against claims, demands or actions arising out of or in relation to the Insight Services provided pursuant to this Contract, in an amount not less than \$500,000 in respect of injuries or death of any one person, \$1,000,000 in respect of any one accident or disaster, and in an amount not less than \$100,000 in respect of property damaged or destroyed. Such insurance shall be underwritten by companies qualified to do business in the state in which the Services are to be performed. Each party shall, upon the reasonable request of the other party, deliver a validly executed certificate of insurance evidencing the above.

6. Insight's Limited Warranty

a. Insight Services. Insight warrants Insight Services will materially conform to the applicable Statement of Work for 30 days from the date of delivery. These warranties are void to the extent of any alterations to any Services that are not performed or authorized in writing by Insight. The Customer must bring any breach of these warranties to Insight's attention promptly in writing within 30 days of the date that the Services that are the subject of the breach were performed. Upon any breach of the warranties set forth in this section, Insight may, at its election, (i) use reasonable efforts to re-perform such, at no charge to the Customer, or (ii) terminate the applicable Service and return the fees paid by the Customer to Insight for such non-conforming Services (without interest) that are appropriately apportioned for the subject Service. THE FOREGOING REMEDIES WILL BE THE CUSTOMER'S SOLE REMEDIES AND INSIGHT'S SOLE LIABILITY WITH RESPECT TO A BREACH BY INSIGHT OF THE WARRANTIES SET FORTH IN THIS SECTION 6(a).

b. Resale of Third Party Services. Insight hereby transfers any transferable warranties from any applicable Third Party. Insight makes no independent warranty with respect to Services performed by a Third Party.

c. Products. ALL PRODUCTS ARE PROVIDED BY INSIGHT "AS IS." INSIGHT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. Insight hereby transfers to the Customer, to the extent transferable, whatever transferable warranties and indemnities Insight receives from the manufacturer of the Products, including any transferable warranties and indemnities respecting patent infringement. the Customer, recognizing that Insight is not the manufacturer of Product, expressly waives any claim that the Customer may have against Insight based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any Product, as well as any right to indemnification from Insight on account of any such claim made against the Customer by a third party.

d. The warranties set forth in this section are the only warranties made by Insight, and Insight makes no other warranties, express or implied, with respect to the Products acquired and Services sold hereunder. **IN PARTICULAR, INSIGHT MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES SOLD OR ACQUIRED HEREUNDER, OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING PROPRIETARY RIGHT INFRINGEMENT. INSIGHT DOES NOT AUTHORIZE ANY PERSON TO ASSUME FOR IT THE OBLIGATIONS CONTAINED HEREIN.**

7. Limitation of Liability

a. The Customer will look solely to the manufacturers of the Products acquired pursuant hereto, or to the Third Party, for relief with respect to any and all claims, actions, suits, proceedings, demands, liabilities, losses, damages and expenses (including attorneys' fees) resulting from any claim by the Customer or any third party (including the Customer's employees) arising out of or related in any way to the Products or Services or the use or operation thereof, whether such claim is brought in contract, warranty, tort or otherwise (collectively "Liabilities"). The Customer will defend, indemnify and hold Insight harmless from and against all such Liabilities.

b. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS

OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. EXCLUDING DAMAGES FOR BODILY INJURY, THE CUSTOMER'S RECOVERY FROM INSIGHT FOR ANY CLAIM WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR THE AMOUNTS PAID BY THE CUSTOMER FOR THE PRODUCT MAINTENANCE OR SERVICES GIVING RISE TO THE CLAIM THAT WERE PROVIDED DURING THE 6 MONTHS PRECEDING THE CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. INSIGHT SHALL NOT BE LIABLE FOR AND THE CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD INSIGHT HARMLESS FROM ANY CLAIMS BASED ON INSIGHT'S COMPLIANCE WITH THE CUSTOMER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN INSIGHT, OR USE IN COMBINATION WITH OTHER PRODUCTS.

d. No action arising out of the performance of any Services, or the sale and acquisition of any Products, pursuant to this Contract may be brought by either party more than 2 years after such cause of action accrues, except that an action for nonpayment may be brought within 2 years of the date of the last payment.

8. Termination

a. Either party may terminate this Contract without cause at any time by giving the other party at least 30 days prior written notice.

b. Insight may terminate any Order for default for which the Customer refuses or is unable to accept delivery, or fails to make payment when due and does not make such payment within 10 days after notice from Insight that payment is past due.

c. Either party may terminate this Contract and any Order without notice if the other party is unable to pay its debts when due or becomes insolvent, files for bankruptcy or is the subject of involuntary bankruptcy, or has its assets assigned or a receiver appointed.

d. Either party may terminate any Order for which the other party fails to perform any of its obligations hereunder with respect to such Order so as to be in default and fails to cure such default within 30 days after written notice thereof.

e. All Orders existing at the time of termination of this Contract shall remain in effect and shall be performed in accordance with the terms of this Contract, except Orders terminated in accordance with this Section. The Customer shall pay for all products ordered by Insight for the Customer's account and for all work in process (including charges for labor and materials) as of the effective date of termination of this Contract or Order, as applicable.

f. The exercise of the right to terminate this Contract or any Order will be in addition to any other right and remedy provided in this Contract or existing at law or equity that is not otherwise excluded or limited under this Contract.

9. Intellectual Property. If an Order includes software or other intellectual property, such software or other intellectual property is provided by Insight to the Customer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Unless otherwise provided in this Contract, Insight is not the licensor and the Customer acquires the license directly from the manufacturer or the manufacturer's authorized licensor.

10. Confidential Information. The Customer agrees to hold information designated in writing as confidential or proprietary by Insight in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Customer's obligations hereunder, and to advise the Customer's employees, agents, contractors, and representatives of their obligations to keep such information confidential. The Customer shall take reasonable precautions to protect the confidentiality of such information, at least as stringent as the Customer takes to protect its own confidential information. Nothing herein transfers to the Customer any title to or ownership rights in any such information; and, upon written request of Insight, the Customer will promptly return or delete any such information which it has in its possession.

11. Non-Solicitation. The Customer agrees that the personnel of Insight as well as the personnel of any Third Party are critical to Insight and the Third Party's ability to provide Services. Therefore, the Customer agrees not to hire or otherwise solicit the employment of any Insight or Third Party personnel associated with performing the Services or supplying the Products acquired hereunder during the term of this Contract or for

1 year thereafter. If the Customer violates this prohibition, the Customer shall immediately pay to Insight an amount equal to the annual compensation of the Insight personnel solicited or hired or the amount Insight would then be liable to the Third Party pursuant to any agreement with it.

12. Independent Contractors. Insight, and each of the Third Party Providers, shall act as independent contractors. Neither party hereto shall represent that it has the authority, express or implied, to assume or create any obligation on behalf of the other party as agent or employee in any capacity. The parties agree that this Contract does not establish a joint venture or partnership.

13. Security Interest. Insight reserves a purchase money security interest in all Products purchased under this Contract, all additions and accessions thereto and all replacements and proceeds thereof, to secure payment of the Customer's obligations. Such security interest is retained until the Customer's obligations are paid in full. Insight may file this Contract or financing statements pursuant to the Uniform Commercial Code or other applicable law to evidence or perfect Insight's security interest in the Products. The Customer hereby irrevocably appoints Insight as its attorney-in-fact to execute such financing statements and to do such other acts and things as may be necessary to perfect or preserve Insight's security interest in the Products. At Insight's request, the Customer shall join with Insight in executing such financing statements. The Customer shall pay all fees, taxes, and assessments associated with the filing of this Contract or financing statements.

14. Notices. Any notice required or permitted to be sent to either party under the terms of this Contract or any agreement entered into pursuant hereto shall be deemed to have been given when in writing and delivered personally or mailed postage prepaid by registered or certified mail, return receipt requested, to the party to be notified at the address set forth below or such other address as the party may from time to time designate in writing:

CUSTOMER: _____	INSIGHT: <u>Insight Public Sector, Inc.</u>
_____	<u>6820 South Harl Avenue</u>
_____	_____
_____	<u>Tempe, Arizona 85283</u>
Attention: _____	Attention: <u>IPS Proposal Department</u>

15. General

a. This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals and communications between the parties, written or oral, relating to the subject matter of this Contract. This Contract may be modified only by writings duly signed by authorized representatives of both parties.

b. Neither party shall be liable for failure to fulfill its obligations under this Contract or any other agreement entered into pursuant hereto, or for delays in delivery due to causes beyond its reasonable control, including but not limited to, acts of God, acts or omissions of the other party, acts or omissions of civil or military authority, government priorities, changes in law, man-made or natural disasters, materials shortages, fires, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

c. This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

d. Except as specifically provided herein, the Customer may not assign this Contract or any of its rights or obligations hereunder without the prior written consent of Insight. Any such attempted assignment shall be null and void. This Contract shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

e. The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right of such party to require performance at any time thereafter, nor will the waiver by either party of a breach of any provision of this Contract be taken or held to be a waiver of any provision itself.

f. Any provision of this Contract that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in such jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

g. The headings used in this Contract are for convenience of reference only and shall be ignored in the construction and interpretation of this Contract.

16. Definitions

"Product(s)" means hardware, software, documentation, accessories, cabling, material, supplies and parts, and any Product Maintenance provided by Insight under this Contract.

"Product Maintenance" means any maintenance and/or support of any hardware, software, documentation, accessories, cabling, material, supplies, or other parts that are performed by a Third Party and provided by Insight under this Contract.

"Services" means the specific professional services, network management, or business process outsourcing services, or other related services, set forth in an Order and/or Statement of Work, to be performed by Insight or a Third Party pursuant to this Contract.

"Third Party" means a third party that designs and/or manufactures Products or performs Services that are resold to Customer by Insight. Third Party includes manufacturers and non-manufacturers, but does not include subcontractors.

If a capitalized term used in this Contract is not identified in this Section 16, then that term shall have the definition ascribed to that term as may be found in the Other Documents.

3.4 Contract Acceptance Page

Mayor Joe V. Sanchez Public Library has selected Insight Public Sector, Inc. ("Insight") (SPIN# 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing form 471. By executing this Contract Acceptance Page, Mayor Joe V. Sanchez Public Library and Insight agree to all of the terms set forth in the Contract for E-Rate Projects and requirements of all of the following subject to the requirements of the Schools and Libraries Division (the "SLD") of USAC pertaining to E-Rate funding, and the following Other Documents:

Document Name	Form No.	Reference
Contract Renewal	Addendum One	
Annual Basic Maintenance Services Agreement	Addendum Two	
Vendor Background Questions and Bid Response Form	Exhibit 1	
Pricing	Exhibit 2	
Insight W-9 Form	Exhibit 3	
Certificate of Insurance	Exhibit 4	

All of the foregoing together comprise and constitute one single contract between Mayor Joe V. Sanchez Public Library and Insight and shall be referred to herein as the "Contract". In case of any ambiguity or conflict among the documents that comprise the Contract, the ambiguity/conflict will be interpreted and resolved in accordance with the following order of precedence: (1) the Contract; (2) the applicable Statement of Work; (3) the remaining Other Documents; (4) Insight's proposal; and (5) the Mayor Joe V. Sanchez Public Library's Request for Proposal that initiated this proposal.

Customer represents and warrants that the individual executing this Contract has the authority to bind the Customer in this matter. The effective date of the Contract is the date of the last signature below.

Customer Reference Number: _____

Insight Reference Number: 202102014-erfp

**MAYOR JOE V. SANCHEZ PUBLIC
LIBRARY**

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

Address: _____

Attn: _____

INSIGHT PUBLIC SECTOR, INC.

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

Address: _____

Attn: _____

3.5 Addenda

Insight is pleased to provide the following Addenda:

- Contract Renewal
- Annual Basic Maintenance Services Agreement

Addendum One: Contract Renewal

Insight is providing this Contract Renewal form to Mayor Joe V. Sanchez Public Library for any future E-Rate opportunities. Signature of this Contract Renewal constitutes a renewal of the binding agreement previously executed between Insight Public Sector, Inc. ("Insight") and Mayor Joe V. Sanchez Public Library ("Customer") dated _____, Contract No. _____ (the "Contract") in accordance with the requirements of the Schools and Libraries Division (SLD) of the USAC, pertaining to E-Rate funding.

By executing this Contract Renewal, the parties agree:

- That Mayor Joe V. Sanchez Public Library has selected Insight Public Sector, Inc. ("Insight") (SPIN # 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing Form 471.
- The Contract, including all terms, conditions, and specifications thereof, is hereby renewed for an additional 1-year term, and may be subsequently renewed annually for up to three additional 1-year terms upon mutual, written agreement of both parties at least 30 days' prior to the end of the then-current term.
- Either party may terminate the Contract for its convenience upon 30 days written notice to the other.
- The individual signing this Contract Renewal represents he/she has actual authority to execute this instrument and therefore binds their respective party to the requirements of this Contract Renewal as well as the Contract.

Except as otherwise expressly provided in this Contract Renewal, the Contract shall remain unchanged and in full force and effect.

Customer Reference Number: _____

Insight Reference Number: 202102014-erfp

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY

INSIGHT PUBLIC SECTOR, INC.

By: _____

By: _____

Authorized Signature

Authorized Signature

Name: _____

Name: _____

Printed or Typed

Printed or Typed

Title: _____

Title: _____

Date: _____

Date: _____

Addendum Two: Annual Basic Maintenance Services Agreement

This Agreement provides Help Desk Support and Onsite Support described in Section 1 below (collectively, "Services") by Insight Public Sector, Inc.'s ("Insight") National Customer Support Center ("NCSC") for the covered equipment, cabling plant and software identified in Section 2.a. below (collectively, "Covered Equipment"). The Services are intended to assist Customer's in-house technical staff diagnosis and resolve problems with the Covered Equipment. Insight uses the Insight implementation of the Remedy® Total Call Management (TCM) service management software solution to manage service calls. Only Services provided hereunder which are authorized under the Schools and Libraries Division ("SLD") guidelines are provided under this Agreement.

1. SERVICES

a. Scope

The Services are intended to answer operational and configuration questions, to determine if a problem exists with Covered Equipment, and to assist Customer to report such problems for correction to the Third Party Provider that is responsible for correcting the problem. These Services are not intended to include or replace such services provided by other Third Party Providers to isolate and repair equipment, cable and software failures, including but not limited to services provided under the manufacturer's warranty and support agreements.

b. Help Desk Support

Help Desk Support is provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard Time ("Help Desk Covered Hours"). Customer places its request for Help Desk Support by a telephone call to a toll free number or by sending an email to a designated email address, containing such information as Insight requires to open a service request.

Help Desk Support's toll free number is 866.536.8767, and the email address is ncsc-data-admin@insight.com.

An NCSC technician will respond to the service request within 1-hour during Covered Hours. The NCSC technician will collect the service request profile information, which Customer shall provide, to include the onsite contact name and phone number, the make, model and serial number of the failing equipment, and a description of the problem, what functions were being performed at time of failure, description of any recent hardware or software changes, and other information as may be requested by Insight. The service request and any outage alerts are entered into Remedy for call response, tracking and closure.

If the NCSC technician determines that call escalation is required, a network engineer will be contacted to assist with the problem.

c. Onsite Support

Onsite Services are provided during the hours of 7:00 a.m. to 5:00 p.m., local time at the Customer's site ("Onsite Covered Hours").

If a problem cannot be resolved remotely, a network engineer will be dispatched to arrive by the next-business-day after dispatch to provide onsite Services. In the event of an "Emergency," Insight will use its best efforts to provide an onsite response as soon as possible. An "Emergency" means a critical system failure affecting all users in a facility or the entire school district.

Once onsite, the network engineer stays in contact with both the Customer user and the NCSC Help Desk allowing Insight to track the progress and problem resolution. During the call resolution process Customer can determine resolution status by contacting the Help Desk.

2. COVERED EQUIPMENT

The list of Covered Equipment is intended to reflect the most recent update to the SLD's eligible services list. If the list of Covered Equipment differs from the most recent SLD list, then the most current SLD list shall take precedence. Only equipment, cabling plant and software purchased from Insight shall be part of the Covered Equipment.

a. Covered Equipment:

Network Hardware:

- Routers – includes upgrade components; however, WAN components are not included
- Switches - includes upgrade components; however, WAN components are not included
- Hubs - includes upgrade components; however, WAN components are not included

- Wireless LAN Controllers
- Wireless Access Points
- Firewalls

Network Operating Software:

- Software, or software upgrades, that would be essential to support the network operating system only. Application software, and any software for workstations/desktops are not eligible. All software must be for servers or network hardware as listed above.

Cabling:

- LAN structured cabling plant, inclusive of all normal cabling/tie lines

Other E-Rate Eligible Items:

- UPS devices
- Equipment Cabinets

b. Non Covered Equipment:

- WAN equipment and components
- MCU devices
- Email Software
- Customer Licenses for eligible software
- CODEC
- Voice Interface Cards
- Voice/Video over IP
- Voice Mail
- Workstations/Desktops
- Adds, Moves, Changes of Workstations/Desktops
- Any software, of any kind, that resides on Workstations/Desktops
- Any software, of any kind, that resides on Servers, and is not operating systems software
- Telephone Handsets
- Fax Machines
- Answering Machines

3. SERVICES NOT COVERED

The extent of Insight Services provided hereunder is expressly stated in this Agreement. Any Service not specified herein is outside the scope of this Agreement. Without limiting the foregoing:

- Insight is not responsible for lost data or any associated costs or attempts to reconstruct data that may have been lost while performing services hereunder.
- Insight is not responsible for any lost application configurations or associated costs or attempts to reconstruct configurations that may have been lost while performing services hereunder.
- The Agreement does not provide user maintenance packs/kits, replacement parts, operating supplies or accessories including media such as tapes and disk packs.

Customer acknowledges that the ability of Insight to provide the Services contemplated under this Agreement requires that Customer provide Insight with all required information, cooperation and access to Customer's network. Insight shall not be obligated to provide or be liable for failure to provide the Services if Customer fails to honor such obligations or if undertaken by Insight in reliance upon incorrect information provided by Customer.

4. TOTAL HOURS

Help Desk Support and On Site Support are limited to a maximum number of hours during the initial 1-year term of this Agreement ("Total Hours"). The Total Hours include all time providing Help Desk Support and Onsite Support, including round trip travel time. Any portion of the Total Hours not used prior to the end of the initial 1-year term of this Agreement shall expire and may not be carried over to any subsequent renewal or other contractual agreement.

5. E-RATE ELIGIBILITY

- It is the intention of this Agreement to cover only those basic maintenance services deemed eligible for E-rate support under the Seventh Report and Order (FCC 14-99).
- The scope of work covered by this Agreement is contingent upon the definition of "basic maintenance" as determined by the FCC and administered by the USAC.

- If subsequent FCC rules, appeal decisions, and/or USAC interpretations shall deem any types of the maintenance and/or warranty services included within this agreement to be more than basic maintenance, and therefore ineligible for E-rate support, such service provisions and associated costs shall be automatically severed from this Agreement.
- In the event of such an amendment, the remainder of this Agreement shall remain in full force and effect.

6. PRICING

*Help Desk Support and On Site Support for a maximum of **200** Total Hours at a rate of **\$135.00** per hour. The Total Hours may be utilized beginning **July 1, 2021**, and ending on **June 30, 2022**. Any portion of the Total Hours not used prior to the end date shall expire and may not be carried over to any subsequent renewal or other contractual agreement.*

**TOTAL
Maximum
Maintenance:
\$ 27,000.00**

3.6 Exhibits

Insight is pleased to provide the following Exhibits:

- Vendor Background Questions and Bid Response Form
- Pricing
- Insight W-9 Form
- Certificate of Insurance

Exhibit 1: Vendor Background Questions and Bid Response Form

Per RFP requirements, Insight has provided responses to the following Vendor Background Questions, please see below.

Please note that upon contract award, the documents contained in Exhibit 1 will become part of the mutually agreed upon Contract.

Vendor Background Questions (20 points)

- 1.) Number of years your company has been in business.
Insight Public Sector, Inc. has been in business in the Rio Grande Valley for over 20 Years.
- 2.) Where is your head office, your sales and customer service offices located?
2712 N. McColl Road, McAllen, TX 78501
- 3.) Where is your billing office?
6820 S. Harl Avenue, Tempe, AZ 85283
- 4.) Number of employees in your company.
Insight employs more than 11,000 teammates worldwide
- 5.) Number of employees in local (RGV) site (if applicable).
20
- 6.) Number of employees in customer service.
12 individuals, including Project Managers, Sales and Engineers.
- 7.) Number of employees with technical certifications.
Please see the extensive Cisco, APC, Tandberg and other certifications that we possess in **Section 2.4 – Expertise.**
- 8.) Number of employees in local (RGV) site (if applicable) with technical Certifications.
12 employees, both engineers and project managers, have national and manufacturer certifications.
- 9.) Are your hardware and software dependent on third party vendors for manufacturing?
We have direct (not third-party) relationships with all major manufacturers in this RFP response. This includes Cisco Systems (Gold Certified Partner) and APC (Platinum Partner).
- 10.) Please list any items from current or anticipated equipment which you will not be able to provide maintenance.
None.

References (5 points)

- 1.) Please provide a minimum of three references (public libraries or education entities in the RGV are preferred). For each reference provide names, address, phone numbers and email of the primary contact person.
Please see **Section 1.3: References** of our proposal response for references.

Repair / Response Times (10 points)

- 1.) How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (Monday-Friday 8:00am to 5:00pm)
Average of four hours.

- 2.) How long will it take for you to have a qualified technician on site outside normal business hours?
Average of eight hours.
- 3.) Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.
Please see escalation contacts in **Addendum Two: Annual Basic Maintenance Services Agreement**.
- 4.) Please provide a direct number for the person(s) who can immediately facilitate repairs during normal business hours (Monday-Friday 8:00-5:00)
Please see escalation contacts in **Addendum Two: Annual Basic Maintenance Services Agreement**.
- 5.) Please provide a direct number for the person(s) who can immediately facilitate evening and weekend repairs.
Please see escalation contacts in **Addendum Two: Annual Basic Maintenance Services Agreement**.

Future Offerings (5 points)

- 1.) What new technology does your company plan to utilize in the near future that would be an advantage to the Mayor Joe V. Sanchez Public Library?
Insight Public Sector has certifications in not only the IP Telephony products that we are deploying but also the managed wireless (WLC). This is in addition to our Voice offerings through Cisco's Unified Communication. Cisco Jabber is a new part of the Cisco UC offering that will make Telepresence video and audio integrate together. Also, as server and desktop virtualization becomes more of a business norm, Insight Public Sector is well positioned to not only offer the Cisco UCS platform and VDI by HP or WYSE for hardware but the professional services to design, install, and support this technology. This includes server virtualization as well.
- 2.) What is the most significant factor affecting the future success of your company and what is being planned to address it?
Personnel – As we grow our business in the Rio Grande Valley, we must continue to access quality, trained personnel to help our customers. We have presently done this. However, we must continue to search and hire quality engineers and project managers. We currently have the only Cisco Certified Internetworking Expert in the Rio Grande Valley (CCIE, Voice) in our office. Our National manufacturers rely heavily upon our local expertise to position their products.

Market Differentiation (10 points)

- 1.) Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.
Insight Public Sector personnel, both in the sales and services divisions, have been working with the public libraries in the Rio Grande Valley for over 20 years. We were instrumental in working with all the libraries at the onset of the E-Rate program and establishing the consortiums that exist today. Since we are local company with local engineers and sales personnel, we pride ourselves in being able to solve the technical problems facing public libraries. As for our history in the national marketplace, please see attached documentation in **Section 2. Insight Overview** of our proposal response.

- 2.) Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.

Project Management is very large component of what we do. See attached documentation in proposal response. Insight Public Sector feels that Project Management is our real differentiator in the market among our competitors. Another large factor is local support. Our local McAllen office houses 10 Cisco Certified engineers and 4 project managers, including (1) Cisco Certified Internetworking Expert specializing in Voice. This is more personnel than ANY of our local competitors and really shows our value and commitment to the marketplace in the Rio Grande Valley. In terms of the Basic Maintenance that you are requesting as part of your E-Rate proposal, our engineers are dispatched 15 minutes from your location.

- 3.) Identify other Public Libraries or education entities in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided.
- a. Insight Public Sector services most of the public libraries in Cameron and Hidalgo counties.

These services include the following:

- i. Cisco Equipment
- ii. APC Equipment
- iii. Bluesocket appliances
- iv. Infrastructure Cabling
- v. All Hardware Configuration and Installation
- vi. Basic Maintenance Services
- vii. Project Management

- b. Libraries include:

- i. Brownsville
- ii. Southmost
- iii. Donna
- iv. Elsa
- v. Edinburg
- vi. McAllen

- 4.) Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite visit, and if so, how many, or whether you charge for the actual hours devoted to a project.

Insight Public Sector will provide Services on an as-needed basis, subject to Insight Public Sector resource availability as determined in Insight Public Sector's discretion. Major Joe V. Sanchez Public Library will notify Insight Public Sector, in writing, of each Service request. Each Service request will be invoiced for a minimum of either 4 hours for onsite assistance, or 2 hours for telephone assistance. Major Joe V. Sanchez Public Library will only be invoiced as hours are used on a monthly basis.

- 5.) Please provide your company's mission and/or vision statement.

"We build meaningful connections to help businesses run smarter." Our purpose is a clear, concise, internal declaration that defines who we are, why we do what we do and why we matter to our audiences. While the purpose is an internal declaration, it affects how we talk about ourselves, what we value, and how we behave.

Building meaningful connections:

- Clients to solutions
- Partners to clients
- Teammates to opportunities

Helping businesses run smarter:

- Understanding and solving clients' real business problems through technology
- Providing expertise that enhances business performance
- Optimizing technology investments to deliver value over time

We live by our core values of Hunger, Heart and Harmony, which set the tone for our business and define who we are. Our core values are:

- Hunger – Status quo? Not at Insight. Our insatiable desire to create new opportunities for our clients and our business is apparent in everything we do.
- Heart – We seek to have a positive impact in the lives of the people we serve by always putting our clients, partners and teammates first.
- Harmony – We are many teammates on one global team. We invite perspective, and we consistently celebrate each other's unique contributions as we work together to bring the best solutions to our clients.

We believe that these values strengthen the overall Insight experience for our clients, partners and teammates (we refer to our customers as "clients," our suppliers as "partners" and our employees as "teammates").

Exhibit 2: Pricing

Insight is pleased to provide the following detailed pricing for Mayor Joe V. Sanchez Public Library's review and consideration.

Description	Cost
Manufacturer Warranty Costs	\$ 4,814.00
E-Rate Eligible	\$ 4,814.00
E-Rate Ineligible	\$ 0
Maintenance Fees	\$ 27,000.00
E-Rate Eligible	\$ 27,000.00
E-Rate Ineligible	\$ 0
Total Cost	\$ 31,814.00

Pricing Notes

1. Please refer to the following Quote(s) for detailed hardware/software/manufacturer warranty pricing, if applicable.
2. Please refer to the Annual Basic Maintenance Services Agreement Addendum for more information about these services and the associated fees, if applicable.
3. Shipping and taxes, if applicable, are not included.
4. All prices are in U.S. dollars.

Tariff Validity Statement

The United States government recently imposed tariffs on technology-based products imported from China. Affected technology manufacturers are in the process of evaluating the impact of the tariffs and passing mandated cost increases on to partners such as Insight. The situation is fluid and manufacturers are providing frequent cost updates, in some instances, multiple times per day. For this reason, Insight has to use a pricing methodology for the proposal that is reflective of the ever-changing cost impact of the imposed tariffs on products. Insight will attempt to adhere to its price proposal as quoted; however, the volatility in manufacturers' costs due to the tariffs may require a requote prior to finalizing any subsequent award or purchase order.

Please note that upon contract award, Pricing will become part of the mutually agreed upon Contract.

Exhibit 3: Insight W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Insight Public Sector Inc.																																																				
2 Business name/disregarded entity name, if different from above																																																				
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																			
	5 Address (number, street, and apt. or suite no.) See instructions. 6820 S. Harl Ave																																																			
	6 City, state, and ZIP code Tempe, AZ 85283																																																			
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px;">3</td><td style="width: 30px;">6</td><td style="width: 30px;">-</td><td style="width: 30px;">3</td><td style="width: 30px;">9</td><td style="width: 30px;">4</td><td style="width: 30px;">9</td><td style="width: 30px;">0</td><td style="width: 30px;">0</td><td style="width: 30px;">0</td> </tr> </table>			Social security number																				or										Employer identification number										3	6	-	3	9	4	9	0	0	0
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
Sign Here Signature of U.S. person ► <i>Jeff Riser</i> Date ► 01/01/2021																																																				
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																																				
Cat. No. 10231X Form W-9 (Rev. 10-2018)																																																				

Exhibit 4: Insurance Certificate

Insight is pleased to provide the following sample Certificate of Insurance.

Upon contract award, Insight will provide a Certificate of Insurance naming Mayor Joe V. Sanchez Public Library as additional insured.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/20/2020		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Marsh USA Inc. 2325 E. Camelback Road Suite 900 Phoenix, AZ 85016 Attn: Jonie Frinkle, Phone: (602) 337-6202 CN101234622-GALWP-GALWP-20			CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Continental Casualty Company INSURER B : Sentry Insurance A Mutual Co INSURER C : Endurance American Insurance Company INSURER D : National Fire Insurance Co Of Hartford INSURER E : Continental Insurance Company INSURER F : Sentry Casualty Company			
INSURED Insight Public Sector, Inc. 6820 S. Hart Avenue Tempe, AZ 85283			NAIC # 20443 24988 10641 20478 35289 28460			
COVERAGES CERTIFICATE NUMBER: LOS-002427756-04 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:		6057351813	04/15/2020	04/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		6057351780	04/15/2020	04/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ RETENTION \$		6057351794	04/15/2020	04/15/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	90-05749-03 (AOS) 90-05749-04 (MA, WI, HI)	04/15/2020 04/15/2020	04/15/2021 04/15/2021	☒ PER STATUTE ☐ OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology E&O and Cyber		PRX10010963103	04/15/2020	04/15/2021	Per Claim 10,000,000 Aggregate 10,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance						
CERTIFICATE HOLDER Insight Public Sector, Inc. 6820 S. Hart Avenue Tempe, AZ 85283				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Kenneth Chau		

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ACORD 25 (2016/03)

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Standardized Agenda Request Form

Date of Meeting: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4028	
From:			
Subject: Discussion and consideration to approve Ordinance 2021-12 to abandon 10' of Right-of-Way located at the Southeast corner of Lot 14, Block 161, West Tract Subdivision and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-12. Possible action. (Staffed by Engineering Department.)			
Background: See Attached Memo.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Norma Cantu Alberto Aldana Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 03-12-21CCMemo_ROW Abandonment, Exhibit A O2021-12, O2021-12 Abandoni 10' ROW			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

DATE: March 12, 2021

TO: Weslaco City Commission &
Mr. Mike Perez, City Manager

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

SUBJECT: 10-Foot ROW Abandonment
Vallejo Subdivision Located on Border Rd & Sugarcane St

Dear Commissioners,

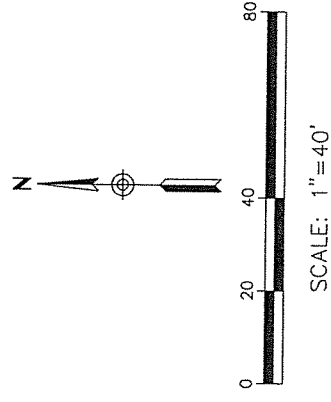
Recently, Mrs. Norma Vallejo, subdivided her property and in accordance with Thoroughfare Plan ROW requirements, she dedicated 20 feet of ROW on the west side of Border Rd, to the City of Weslaco. Soon thereafter she realized that the new ROW line is located a few feet from the front door to her existing home. Mrs. Vallejo then requested that the city consider abandoning 10-feet of ROW on the west side of Border Rd.

Engineering staff evaluated the existing ROW and determined that a maximum of 70 feet of ROW is sufficient to accommodate the optimal roadway widening section. The optimal roadway would consist of two northbound lanes and two southbound lanes near the intersection. A 52' back to back roadway could be accommodated within the 70 feet of right of way. As a result, the ROW could be reduced from 80 feet to 70 feet at this location.

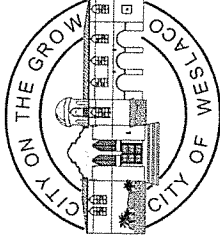
Staff recommends approval of the proposed 10-foot ROW abandonment.

Attached please find an Exhibit that identifies the proposed ROW abandonment.

Exhibit A



RIGHT OF WAY ABANDONMENT



City of Weslaco

WWW.WESLACOTX.GOV
(TEL) 956-968-3181 255
S. KANSAS WESLACO,
TEXAS 78599

LEGEND

- EX. PROPERTY LINE
- EX. CENTER LINE
- PROP. ROW LINE

WEST & ADAMS NO.39AC
LOT 14 BLK 161

50' ROW

TEXAS DOS LOT 1 BLK 9

EXIST. 10'
UTILITY
EASEMENT
M.R.H.C #
3167552

EXIST. 80' R.O.W.
M.R.H.C # 3167552

VALEJO LOT 1

10' RIGHT OF WAY
TO BE ABANDONED

20'
M.R.H.C #
3167552

VALEJO LOT 2

2,892.15 SQ.FT.
0.066 AC

EXIST. 10'
UTILITY
EASEMENT
M.R.H.C #
3167552

H.C.C.I.D. No. 9 CANAL ROW

10' RIGHT OF WAY
TO REMAIN IN PLACE

PRASE TABERNACLE
CHURCH LOT 2

70' R.O.W.

1/2 MILE 5 1/2 WEST ROAD

1/2 MILE 9 NORTH ROAD

EXIST. 80' ROW

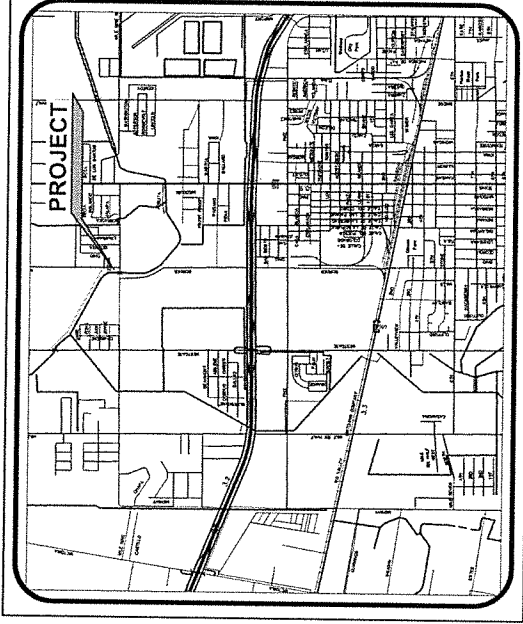
50'

EXIST. 20'
R.O.W.
M.R.H.C #
3167552

30'

14.04'
35.36'
29.13'

WEST TRACT W269.95 - N1237.85' AN
IRR TR EXC N CENTER 0.50AC FOR
WEST TRACT W269.95 - N1237.85' AN



VICINITY MAP

ORDINANCE NO. 2021-12

AN ORDINANCE ABANDONING 10' RIGHT-OF-WAY FROM THE SOUTHEAST CORNER OF LOT 14, BLOCK 161 OUT OF THE WEST TRACT SUBDIVISION, IN HIDALGO COUNTY, WESLCO, TEXAS AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREIN.

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

WHEREAS, 20 feet of Right-of-Way was dedicated to the City of Weslaco from the southeast corner of Lot 14, Block 161 out of West Tract Subdivision, in Hidalgo County, Texas which is more particularly described in Exhibit "A", which is attached hereto and incorporated by reference herein; and

WHEREAS, said dedicated ROW was recorded in Document Number 3167557 of the Map Records of Hidalgo County, Texas; and

WHEREAS, the City requires only 10 feet of ROW dedication as indicated in Exhibit "A"; and

WHEREAS, it is the opinion of the Weslaco City Commission of the City of Weslaco that it is in the best interest of the City of Weslaco that said 10' Right-of-Way be abandoned.

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

The 10' Right-of-Way described in Exhibit "A", shall be and the same is hereby abandoned.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 16th day of March 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2021.

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: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4044	
From: David Arce			
Subject: Discussion and consideration to accept and award the purchase of a Mobile Column Lift, as specified on RFB No. 2020-21-07 to the lowest and most advantageous bidder Arnold Oil Company, in an amount not to exceed \$59,644.02 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: On February 5, we received 12 bids for the Mobile Column Lift & Accessory Kit. These 6 mobile column lifts will be used to safely lift up fire trucks, ambulances, dump trucks, etc. for our fleet maintenance staff to work on. The lowest bidder didn't add all the accessories requested as 11 others did. Arnold Oil bid is the next lowest bid that has a complete bid packet. Bid is within budget.			
Funding Source (budget code, if applicable): 101-5340-554131			
Amount: \$60,000.00	Term of Impact:	Identified in Current Budget: Yes	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce Pete Garcia Vidal Roman Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Memo Ordinance Mobile Lift, MOBILE LIFT PRELIMINARY TAB 2020-21-07, DARYL HOLLIDAY - ARNOLD OIL, RICHARD COUCH - BENDPACK			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Letty Lopez, Commissioner, District 5
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 PUBLIC WORKS DEPARTMENT

Date: March 16, 2021
To: City Commission
From: David Arce, Deputy Public Works Director
Subject: Purchase Mobile Column Lift for Fleet Division
Cc: Mike Perez, City Manager
Vidal Roman, Finance Director

Public Works Department is requesting approval to purchase of a Mobile Column Lift from Arnold Oil Company for \$59,644.02. On February 5, we received 12 bids for the Mobile Column Lift & Accessory Kit. These 6 mobile column lifts will be used to safely lift fire trucks, ambulances, dump trucks, etc. for our fleet maintenance staff to work on. The lowest bidder didn't add all the accessories as requested and the 11 others did. Arnold Oil Company bid is the next lowest bid that met all bid specifications. Purchase is within budget.

Staff Recommends Approval.

CITY OF WESLACO

COST FACTOR SHEET FOR MOBILE COLUMN LIFTS & ACCESSORIES

RFB No.: 2020-21-07

AMY CLINE SHELTON / GRAY

ITEM	DESCRIPTION	QTY	UNIT PRICE	COST
A	MOBILE COLUMN LIFT 18,000 LB CAPACITY	6	\$10,535.00	\$63,210.00
B	FRAME ENGAGING LIFT KIT 15,000 LB CAPACITY	1	\$2,733.00	\$2,733.00
C	CROSS BEAM KIT 24,000 LB CAPACITY	1	\$2,678.00	\$2,678.00
D	TALL JACK STANDS 18,000 LB CAPACITY	6	\$1,569.00	\$9,414.00
E	FREIGHT FEE	1	\$0.00	\$0.00
				\$78,035.00
				Total Cost
				30
				Days

RFB No.: 2020-21-07

TEKLA GOODWIN / ARI PHOENIX

ITEM	DESCRIPTION	QTY	UNIT PRICE	COST
A	MOBILE COLUMN LIFT 18,000 LB CAPACITY	6	\$9,383.53	\$56,301.18
B	FRAME ENGAGING LIFT KIT 15,000 LB CAPACITY	1	\$3,444.00	\$3,444.00
C	CROSS BEAM KIT 24,000 LB CAPACITY	1	\$4,257.02	\$4,257.02

D	TALL JACK STANDS 18,000 LB CAPACITY	6	\$810.28	\$4,861.68
E	FREIGHT FEE	1	\$3,673.27	\$3,673.27
				\$72,537.15
				Total Cost
				45
				Days

RFB No.: 2020-21-07

RICH DINGMAN / RDI EQUIPMENT

ITEM	DESCRIPTION	QTY	UNIT PRICE	COST
A	MOBILE COLUMN LIFT 18,000 LB CAPACITY	6	\$8,771.00	\$52,626.00
B	CROSS BEAM KIT 24,000 LB CAPACITY	1	\$1,600.00	\$1,600.00
C	CROSS BEAM KIT 24,000 LB CAPACITY	1	\$1,300.00	\$1,300.00
D	TALL JACK STANDS 18,000 LB CAPACITY	6	\$650.00	\$3,900.00
E	FREIGHT FEE	1	\$1,350.00	\$1,350.00
				\$60,776.00
				Total Cost
				45
				Days

SSORY KITS

DARYL HOLLIDAY / ARNOLD OIL		RIFAT HABIB - TECHNOLOGY INTL		SCOTT CLINCH / REEDER	
UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
\$8,500.00	\$51,000.00	\$10,585.00	\$63,510.00	\$9,412.49	\$56,474.94
\$2,149.57	\$2,149.57	\$1,865.00	\$1,865.00	\$3,753.21	\$3,753.21
\$1,470.77	\$1,470.77	\$2,800.00	\$2,800.00	\$2,672.86	\$2,672.86
\$675.99	\$4,055.94	\$1,350.00	\$8,100.00	\$717.57	\$4,305.42
\$967.74	\$967.74	\$0.00	\$0.00	\$995.00	\$995.00
	\$59,644.02		\$76,275.00		\$68,201.43
	Total Cost		Total Cost		Total Cost
	30		75-90		30-45
	Days		Days		Days

GUILLERMO INFANTE / BURTON		RICHARD COUCH / BENDPAK		RAMON SAENZ / JF PET.	
UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
\$9,019.60	\$54,117.60	\$7,136.80	\$42,820.80	\$8,712.00	\$52,272.00
\$2,281.76	\$2,281.76	\$0.00	\$0.00	\$2,203.98	\$2,203.98
\$1,564.11	\$1,564.11	\$2,071.00	\$2,071.00	\$1,510.88	\$1,510.88

<u>\$731.76</u>	<u>\$4,390.56</u>	<u>\$1,258.00</u>	<u>\$7,548.00</u>	<u>\$706.82</u>	<u>\$4,240.92</u>
<u>\$355.57</u>	<u>\$355.57</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$367.56</u>	<u>\$367.56</u>
	\$62,709.60		\$52,439.80		\$60,595.34
	Total Cost		Total Cost		Total Cost
	47		30-60		30
	Days		Days		Days

PAUL STERN / LIFTNOW		LUPE GARZA / LMG SALES NAPA		MISTY BURGE - O'REILLY	
<u>UNIT PRICE</u>	<u>COST</u>	<u>UNIT PRICE</u>	<u>COST</u>	<u>UNIT PRICE</u>	<u>COST</u>
<u>\$9,107.04</u>	<u>\$54,642.24</u>	<u>\$9,400.00</u>	<u>\$56,400.00</u>	<u>\$10,040.00</u>	<u>\$60,240.00</u>
<u>\$2,200.04</u>	<u>\$2,200.04</u>	<u>\$2,450.00</u>	<u>\$2,450.00</u>	<u>\$2,505.00</u>	<u>\$2,505.00</u>
<u>\$2,200.00</u>	<u>\$2,200.00</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>	<u>\$2,965.00</u>	<u>\$2,965.00</u>
<u>\$900.00</u>	<u>\$5,400.00</u>	<u>\$800.00</u>	<u>\$4,800.00</u>	<u>\$1,430.00</u>	<u>\$8,580.00</u>
<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
	\$64,442.28		\$65,650.00		\$74,290.00
	Total Cost		Total Cost		Total Cost
	30		45		14
	Days		Days		Days

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

Mobile Column Lift & Accessory Kits

RFB NO.: 2020-21-07

Addendum No.: 1

February 2, 2021

Notice is hereby given to all prospective respondents of the following:

1. Due to Covid19 Pandemic and recommendations from Weslaco Emergency Operations Center – Safety Plan, The City is requesting all vendors to submit responses via electronic submissions. Below is a **DROP BOX** link in which carriers can upload their responses. The City prefers to receive uploaded documentation in PDF format and large files compressed into a (ZIP) zip file. Uploaded files must be named accordingly to the RFB number.

Here is the DROPBOX link: <https://www.dropbox.com/request/ymNwypB57kkHjkaMeDmw>

Or

MAIL IN HARD COPIES AS STATED ON RFB

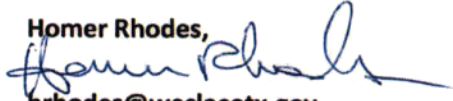
2. Bid Opening / Zoom Meeting:

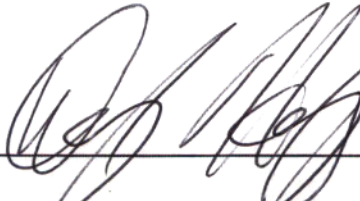
Time: February 5, 2021 03:00 PM Central Time (US and Canada)

<https://us02web.zoom.us/j/85993621395?pwd=akV6TEtyRDJMK2dsb2VzdGdheFV3UT09>

Meeting ID: 859 9362 1395

Passcode: 442492

Homer Rhodes,

hrhodes@weslacotx.gov
Purchasing Agent

Acknowledged by Firm: 

date: 2/4/21

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

CITY OF WESLACO Invitation to Bid

The City of Weslaco hereby requests sealed bids for the following:

Mobile Column Lift & Accessory Kits RFB NO.: 2020-21-07

Sealed bids addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m. on February 5, 2021**, at which time they will be opened and read aloud. Please mark envelope, "Sealed Bid"

Mobile Column Lift & Accessory Kits RFB NO.: 2020-21-07

Potential Bidders/Respondents are advised that the bidding documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447-2240. Be advised that if your company is contemplating on bidding this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company.

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

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best value and most advantageous (as allowed in Local Government Code 252.043) to the City and to hold bids for a period of forty-five (45) days without taking action, for the purpose of reviewing the bids and investigation of bidders' qualifications prior to bid award. Bids submitted past the aforementioned date and time will not be accepted.

City of Weslaco

Homer Rhodes,
Purchasing Office
hrhodes@weslacotx.gov

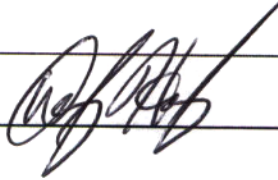


VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid **Mobile Column Lift & Accessory Kits**
RFB NO.: 2020-21-07

with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **February 5, 2021** so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes
City of Weslaco
Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240
hrhodes@weslacotx.gov

Name: <u>Daryl Holliday</u> (print / contact person)	Signature: 
Title: <u>Sales Manager</u>	Company/Agency: <u>Arnold Oil Company</u>
Mailing	
Address: <u>PO Box 7889</u>	City/State/Zip: <u>Corpus Christi, TX 78467</u>
Phone: <u>361-816-1043</u>	Fax: <u>956-565-9571</u>
Email Address: <u>d.holliday@arnoldoilco.com</u>	

RFB No.: 2020-21-07

**CITY OF WESLACO
INSTRUCTIONS TO BIDDERS**

The City of Weslaco will receive bids for
Mobile Column Lift & Accessory Kits
RFB NO.: 2020-21-07

1. The Mobile Column Lift offered for consideration shall conform to the following specifications and be equipped with any additional equipment as specified.
2. Bids shall be submitted in a sealed envelope upon the blank form attached hereto. Each bid must be completely filled out. Bids must be filed with the City of Weslaco before opening day and hour. No late bids will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet request for bid(s) requirements may be grounds to disqualification.
3. Any exceptions to these specifications must be stated in writing and attached to the Bid form, **NO EXCEPTIONS**. Each exception must refer to the corresponding paragraph of the Specifications, by paragraph number, with explanation and detailed description of the item or items the bidder wishes to substitute.
4. All parts not specifically mentioned which are necessary in order to furnish a complete Mobile Column Lift, shall be included whether or not specified.
5. The geographical location(s) of vendor's facilities referenced Parts and Service will be given due consideration in the evaluation and award of contract.
6. Where specific model numbers or manufacturer names are used in these specifications, the City will accept an equal replacement for consideration. All expectations and substitutions must be listed on a separate piece of paper in the Bid package and supporting documents or brochures must be provided for the equipment specified.
7. Bids **MUST** give full firm name and address of respondent and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT**. Firm name and authorized signature must appear on each page that calls for this information.
8. Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Weslaco.
9. **STATE SALES TAX MUST NOT BE INCLUDED IN BID.** A tax-exempt form will be provided upon request.
10. No substitutions or cancellations permitted without written approval of City of Weslaco.

11. Number of days required to deliver the Mobile Column Lift after receiving order must be stated in your bid. Failure to do so state will obligate respondent to complete delivery within 30 days after award.
12. When delay can be foreseen, vendor shall give prior notice to the City of Weslaco. Vendor must keep the City of Weslaco advised at all times of status of delivery. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of Weslaco to purchase such Mobile Column Lift elsewhere and charge increase in cost and handling to defaulting vendor.
13. Acceptable reasons for delay delivery are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.), acts of government, (fire, strikes, war). Actions beyond the control of successful vendor.
14. Bid F.O.B. City of Weslaco City Hall, 1912 Joe Stephens Ave., Weslaco, Texas 78596. Bid in units of quantity specified-extend and show total. In the event of discrepancies in extension(s), unit price(s) will govern. Bids subject to unlimited price increase will not be considered.
15. The City may hold Bids for forty-five (45) days after reading of same without taking action. Respondents shall hold their Bid firm for the same period of time.
16. The vendor agrees to indemnify and save harmless the City, the Purchasing Agent, and his/her assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Director, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
17. Respondent shall carefully examine the Bid forms, requirement/ specifications, and instructions to respondents. Should the respondent find discrepancies in, or omissions from bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Office at 956-447-2240 and obtain clarification by addendum prior to submitting any bid.
18. The City of Weslaco will execute payment by mail within 30 days in strict accordance with the State of Texas Pay Law after Mobile Column Lift has been received, and inspected, and found to meet City of Weslaco specifications.
19. The City of Weslaco reserves the right to reject any or all bids and to waive any or all informalities or technicalities or to accept the bid to be the best and most advantageous to the City and to hold bids for a period of forty-five (45) days without taking action. Bids submitted past the aforementioned date and time will not be accepted.

CITY OF WESLACO
Mobile Column Lift & Accessory Kits

SPECIFICATIONS

The Public Works Department Fleet Maintenance Division is seeking bids for the purchase of (1) **Mobile Column Lifts** for general labor use.

The successful bidder will provide the Mobile Column Lifts as specified in this document. Furthermore, the specifications listed are not all-inclusive and should not be construed as final.

QUANTITY: ONE Mobile Column Lift

SCOPE OF SPECIFICATIONS

These specifications describe the mechanical and comfort requirements for **One Mobile Column Lift & Accessory Kits**, which will be used by the City of Weslaco Public Works Department.

SPECIFICATIONS

A. Mobile Column Lifts

1. Mobile Column Lift, 18,000 Lb. Capacity, wireless communication, battery operated with onboard charger, easy to move adjustable forks, spring loaded steering and brakes System.

Comply

☒ **Yes** ☐ **No**

B. Frame engaging Mobile Lift Kits

1. 15,000 Lb. Capacity.

Comply

☒ **Yes** ☐ **No**

C. Cross Beam Kit

1. 24,000 Lb. Capacity with adjust sliding adapters.

Comply

☒ **Yes** ☐ **No**

D. Jack Stands

1. 18,000 Lb. Capacity tall jack stands with Spring Loaded Casters and 1" increments with 4" fine turning.

Comply

☒ **Yes** ☐ **No**

CITY OF WESLACO

**Mobile Column Lift & Accessory Kits
BID FORM**

The Arnold Oil Company (bidder), having read the specifications, proposes to furnish the Mobile Column Lift & Accessory Kits, for the full and firm price of within delivery time designated below, in full compliance with the specifications.

Complete Unit: F.O.B. Weslaco City Hall, 255 S. Kansas Ave.
Weslaco, Texas 78596

Respectfully submitted this 4th day of February, 2021.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Grand Total: \$ 59644.02

Fifty Nine Thousand Six Hundred Forty Four Dollars & Two Cents

Total Bid Amount in words (Dollars & Cents)

Delivery Date: 2/4/2021

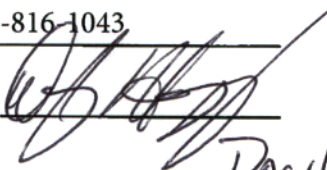
Company: Arnold Oil Company

Address: 10200 2E 8 1/2 N

City/State/Zip: Mercedes, TX 78570

Phone Number: 361-816-1043

Fax Number: 956-565-9571

Authorized Signature: 

Title: Sales Manager

Daryl Holliday
Please print above signature

CITY OF WESLACO

COST FACTOR SHEET FOR MOBILE COLUMN LIFTS & ACCESSORY KITS

RFB No.: 2020-21-07

Proposed by:

Arnold Oil Co.

10200 2E 8 1/2 N

Mercedes

TX

78570

Company Name

Address

City

State

Zip

361-816-1043

d.holliday@arnoldoilco.com

2/3/2021

Phone No.

E-mail

Signature

Date

ITEM	DESCRIPTION	QTY	UNIT PRICE	COST
A	MOBILE COLUMN LIFT 18,000 LB CAPACITY MCHW618	6	\$8500.00	\$51,000.00
B	FRAME ENGAGING LIFT KIT 15,000 LB CAPACITY part # M140168yl (found on pg 5 of flyer)	1	\$2149.57	\$2149.57
C	CROSS BEAM KIT 24,000 LB CAPACITY part # M141YL (found on pg 7 of flyer)	1	\$1470.77	\$1470.77
D	TALL JACK STANDS 18,000 LB CAPACITY part # Rs20syl (found on pg 4 of flyer)	6	\$675.99	\$4055.94
E	FREIGHT FEE	1	\$967.74	\$967.74

\$59,644.02

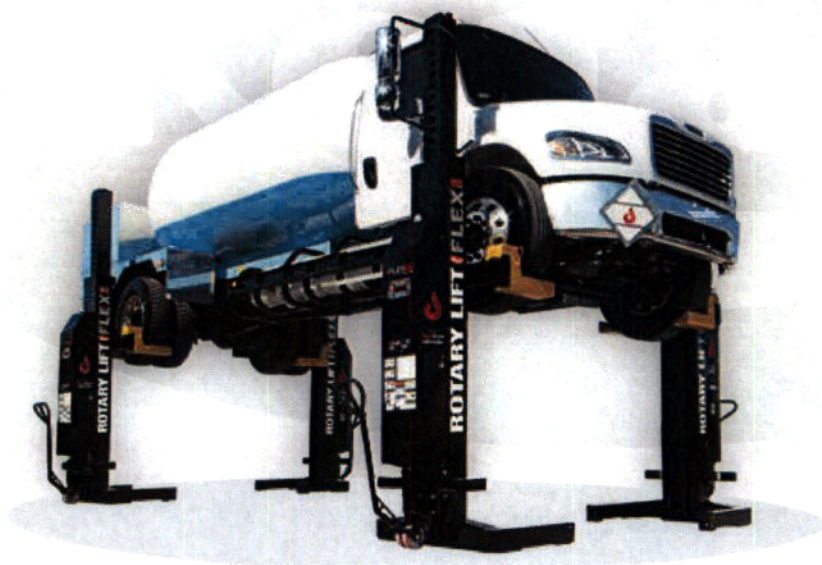
Total Cost

ESTIMATED DELIVERY TIME FRAME UPON ISSUANCE OF PURCHASE ORDER:

30

Days

This will include set up of units and training for all employees column lifts



Mobile Column

HEAVY DUTY LIFTING SYSTEMS

Dependable
Mobile
Buy America
World
Ergonomic
FLEET
Versatile
Productive
Reliable
FAST
Performance
LEADER
RedFire™
Remote controlled
MACH™
HEAVY DUTY
Career Extender
Battery
Efficient
ENVIRONMENTALLY FRIENDLY
Wireless
Employee Retention
Flex™
Innovative
Adjustable
Best Techs
Legendary



www.rotarylif.com



Shown: MCHF419U1A00 / Wireless remote-controlled model

POWERED BY
RedFire

WIRELESS AND REMOTE CONTROLLED FLEX™/FLEXMAX™

REMOTE-CONTROLLED LIFTING WITH CONTROLS AT EACH COLUMN

Unmatched lifting versatility and flexibility with the mobility to monitor and adjust your columns anywhere in your shop.

Save critical set up time on every lift by not waiting at each column to sync.

Remote control auto detects and connects when communicating around the vehicle to the columns. Handheld control allows user to move around vehicle and observe the entire bay during operation. Premium FLEXMAX lifts provide the same remote-controlled flexibility plus added operational controls at each column giving technicians the choice to work in the most comfortable, productive and efficient way possible.

POWERED BY

RedFire
LIFT UP TO 144,000 LBS.



FLEXMAX419
18,800 lbs. capacity column

Shown: MCHM419U100

MODEL FEATURES:

Column capacities at 18,800 lbs. and 14,000 lbs. in configurations of two, four, six or eight columns



Ergonomic, wireless hand-held remote control walks the technician through the system set up. Status lights indicate standby or paired columns.

Controller includes:

- On/off power button with info screen
- 2-speed joystick control with convenient auto resume
- Single lower-to-lock button with E-stop control
- Remote battery indicator
- Press Protect™ eliminates accidental button presses
- Audible warning when operator is out of range
- 99 system IDs to eliminate communication interference
- Height and weight digital display gauge displays
- Software upgrades can be made wirelessly



FLEXMAX single column controls allow user with remote to select and change column groups and cycle lifts from any column. Includes large screen designed for the toughest shop.



Environmentally-friendly:

- More than 98% recyclable
- Compatible with all bio fluid hydraulic oils
- Surface mounted and portable - no excavation or site prep
- Optional high efficiency LED lighting



Battery operated with on-board charger - no power cords to clutter up the service bay. Batteries purchased separately for international use.

Inverted hydraulic cylinder rod located inside the carriage, protects chrome piston rod from debris and damage.

Easy to move adjustable forks improve set up time. Adjustment range: 9.25" to 22"

Spring loaded steering and braking system eliminates the need to manually operate the jacks. Prevents movement on sloped floors.

Forklift pockets provide convenient way to relocate columns within your shop.

Fore/Aft and Front End lifting modes in paired operation.



Exclusive LOCK LIGHT™ indicates when a column is on its safety locks.



WATCH THE PRODUCT VIDEO
See how fast and easy it is to set up and operate FLEX lifts



FLEX / FLEXMAX 18,800 lb. COLUMN CAPACITIES

MODEL	MCHF419	MCHF619
Column configuration*	4	6
Capacity per set	75,200 lbs.	112,800 lbs.
Rise	70" (1778 mm)	
Column width	45.5" (1156 mm)	
Wheel Rim Size	9" to 24" (228 to 610 mm)	
Clearance / fork to column	10" (254 mm)	
Speed of rise	78 seconds	
Charging voltage	110v charger** (2.5 amps max.)	

FLEX / FLEX MAX 14,000 lb. COLUMN CAPACITIES

MODEL	MCHF414	MCHF614
Column configuration*	4	6
Capacity per set	56,000 lbs.	84,000 lbs.
Rise	69" (1760 mm)	
Column width	43" (1092 mm)	
Wheel Rim Size	9" to 24" (228 to 610 mm)	
Clearance / fork to column	10" (254 mm)	
Speed of rise	68 seconds	
Charging voltage	110v charger** (2.5 amps max.)	

* Two, four, six and eight column configurations are available.

** Call factory for alternate voltage

WIRED MACH™ SERIES LIFTS MCH18/MCH13

MOBILE LIFTING TECHNOLOGY WITH INTUITIVE CONTROLS AT EACH COLUMN

The MACH SERIES Mobile Column lift system is the faster and easier choice for your maintenance facility. Faster because the set-up time and lifting speed beats the competitor hands down. Easier because there are fewer cords and fewer steps required by the technician to put the lift in service.

Rotary's versatile wired mobile column lifts give you the option of not being tied to a bay. Easy to use design gives techs the option to control lift from any column. Take advantage of the power and mobility to make your repairs anywhere in your shop!

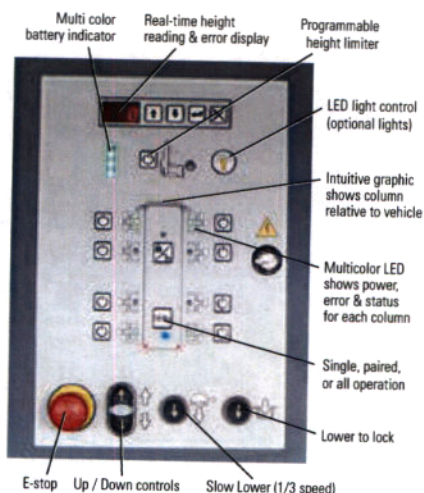


MCHWIRED618
18,000 lbs. capacity column



MODEL FEATURES:

Column capacities at 18,000 lbs. and 13,000 lbs.
in configurations of two, four, six or eight columns



MCHWIRED413
13,000 lbs. capacity column

AC POWERED LIFT OPTION

Operate your mobile lifting system without the use of batteries.

- 208/230/460 VAC available
 - Sold in groups of 2 and 4 configurations
- Consult factory representative for details

**Industry exclusive
intuitive control console**
- no master / slave column
MCH column controls allow the lift to be fully operated from any column.

Environmentally-friendly:

- More than 98% recyclable
- Compatible with all bio fluid hydraulic oils
- Surface mounted and portable
- no excavation or site prep
- Optional high efficiency LED lighting

Retractable Cord Reels with Quick Connect Cables
Easy one-handed connectivity between columns, don't waste time handling cables every time you use the lift. Exclusive to 18K model.

While other mobile column lifts are connected by four cables, Rotary wired columns use just three with **Innovative Horseshoe Wiring**.

Wired MCH columns use just three cables which form a horseshoe, so the front or back of the lift is always open. Vehicles can be driven in and out of the bay without having to disconnect and reconnect cables saving time with each service.



Additional lift features include:
Fully battery operated system with on-board charger

Inverted hydraulic cylinder rod

Easy to move adjustable forks

Forklift pockets

Spring loaded steering and braking system



Lifts can be field upgraded to wireless!



**WATCH THE
PRODUCT VIDEO**
Learn more about our industry-leading lift features

MCH18 / 18,000 lb. COLUMN CAPACITIES

MODEL	MCH418	MCH618
Column configuration*	4	6
Capacity per set	72,000 lbs.	108,000 lbs.
Rise	70" (1778 mm)	
Column width	45.5" (1156 mm)	
Wheel Rim Size	9" to 24" (228 to 610 mm)	
Clearance / fork to column	10" (254 mm)	
Speed of rise	78 seconds	
Charging voltage	110v charger** (2.5 amps max.)	

MCH13 / 13,000 lb. COLUMN CAPACITIES

MODEL	MCH413	MCH613
Column configuration*	4	6
Capacity per set	52,000 lbs.	78,000 lbs.
Rise	69" (1760 mm)	
Column width	43" (1092 mm)	
Wheel Rim Size	9" to 24" (228 to 610 mm)	
Clearance / fork to column	10" (254 mm)	
Speed of rise	68 seconds	
Charging voltage	110v charger** (2.5 amps max.)	

* Two, four, six and eight column configurations are available.

** Call factory for alternate voltage

EXCLUSIVE / VERSATILE DRIVE-ON CONVERSION 36,000 / 60,000 LBS. CAPACITIES

MACH4 PLUS

RUNWAY LIFTING SYSTEMS

Convert your mobile column series lifts into a heavy duty drive-on lift for vehicle inspection and wheel service.

FEATURES:

Drive on runways accommodate wheelbases up to 33' (396")

Fully hydraulic operation with low electrical usage and controls at all 4 columns

Super fast battery operation. No power? No problem.

Fewer moving parts - no cables or sheaves to maintain equals less maintenance and wear

Internal airlines included for optional rolling jacks and air tools



**For MACH
and Flex Series
Column Lifts**

M140015RD

60,000 lbs. capacity lift



Shown: MCH418U100 with
M140015 runway system

MACH4 PLUS RUNWAY SYSTEMS

MODELS	M140129CG 413K / 414K MOBILE COLUMNS	M140015RD 418K / 419K MOBILE COLUMNS
Lifting Capacity	35,900 lbs. (16,283kg) †	60,000 lbs. (27,215kg) † †
Maximum Wheelbase	25' (300"/ 7,620mm)* 30' (360"/ 9,144mm)*	33' (396"/ 10,058mm)**
Max. Rise / Floor to top of runway	79" (2,007mm)	78" (1981mm)
Length Overall	33' 11-3/4" (10,358mm) 38' 11-3/4" (11,882mm)	40' 7-1/2" (12,382mm)
Width Overall - outside controls	16' 3-3/8" (4963mm)	15' 11" (4851mm)
Height of Columns when raised	89" (2260mm)	144 - 3/4" (3677mm)
Width of Runways	28" (711mm)	28" (711mm)
Drive Thru Between Columns	12'-4" (3607mm)	11'-10" (3607mm)
Runway Spacing	45" (1143mm)	45" (1143mm)
Rise Time	68 seconds	78 seconds
Ramp Angle	7 degrees	10 degrees
Power Usage	Battery powered Charges on 110V	Battery powered Charges on 110V

† WITH MCH13 SERIES and FLEX 14 SERIES LIFTS † † WITH MCH18 SERIES and FLEX 189 SERIES LIFTS

*Both 25' and 30' runway length models are available as 35,900 lbs. capacity lifts

**Both 28' and 33' runway length models are available as 60,000 lbs. capacity lifts



M140129
36,000 lbs. capacity
For MCH413 and
Flex 14 Mobile Columns
Maximum wheel base 30'

M140015
60,000 lbs. capacity
For MCH418 and
Flex 19 Mobile Columns
Maximum wheel base 33'

OPTIONAL RUNWAY LIFT ACCESSORIES

Rolling Bridge Jacks

Air operated rolling bridge jacks can be attached to the runways creating additional lifting options for greater versatility.

FOR 36,000 lbs. CAPACITY LIFTS
RJ14ABK / 14,000 lbs (6350kg) with lock
RJ22ABK / 22,000 lbs (9979kg) with lock

FOR 60,000 lbs. CAPACITY LIFTS
RJ25BK / 25,000 lbs. (11363 kg) with lock



Air operated
rolling bridge jacks

Portable Maintenance Jack Stands

RS20YL / Screw-Type Adjustable
56.1"-82.3" / 20,000 lbs. Capacity
RS20WYL / Welded Version of RS20YL
RS2052SYL / Screw-Type Adjustable
34.3 "-55.5" / 20,000 lbs. Capacity
RS36SYL / Screw-Type Adjustable
55.31"-82.28" / 36,000 lbs. Capacity



All jack stands meet the required ASME PASE-2014 safety requirements for portable service equipment.



Always use safety stands when installing or removing heavy components.

Air Operated Tire and Wheel Lifts

Offers maximum maneuverability and adjustable lifting and lowering speeds. Provides technicians with responsive and easy positioning of the tire and wheel, easy alignment of the wheel and hub and a quick transfer to the wheel balancer. Includes air hose and auxiliary air tool connection.

MW-200 / 200 lbs. capacity
MW-500 / 500 lbs. capacity



LED Runway Lighting Kit FA5700 / TECH LIGHT™ Line Light 4



Attach the four 54" light wands to runways for effective, efficient lighting where you need it.

Lighting unit includes:
60W power supply unit
16' cable lengths
8 magnetic suspensions
120V AC input voltage at 60hz

Drive-Thru Ramp Kit M140099RD / 10' Ramps

Adding a drive-thru ramp kit creates a quick and easy on-off service operation for service bays.

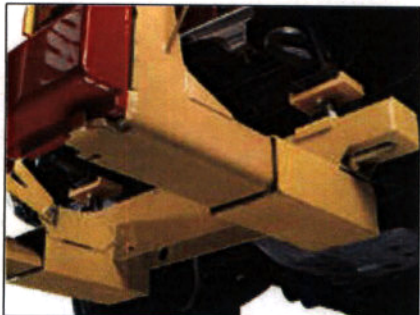


FRAME-ENGAGING 18,000 LBS. CAPACITIES

LIFTING KITS

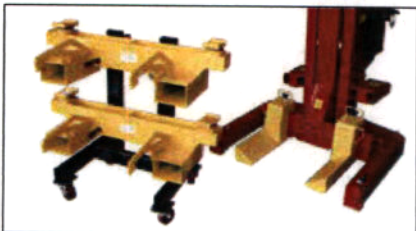
FORE and AFT END LIFT KITS

Frame-engaging end lift kits enable lifting by the front and rear of the vehicle using stacking adapters.



M140168YL THE WIDEST REACH IN THE INDUSTRY

For use with two MCH18 or MCH19Flex series columns or for use with two MCH13 or MCH14 Flex series columns
Maximum capacity: 18,000 lbs.
Rise height: 70"



OPTIONAL M110108BK Storage cart for lifting kits



M140168YL 18,000 lbs. capacity lift

Shown: MCH418U100 with M14005YL frame lift kit

SERVICE TWO VEHICLES AT ONCE USING A SINGLE SET OF 4 COLUMNS!



FORKLIFT SERVICE

M140004 / M140124

FORKLIFT RAMP KITS / 18,000 LBS. CAPACITY

Service forklifts safely with less downtime

Rotary Lift makes it easy to service fork lifts using two 18,000 lbs. or 18,800 lbs. capacity mobile columns. The portable, open platform design easily attaches to the base of the two columns giving the clearance needed to safely raise and service Class II fork lifts. Drive-on / back off or drive-thru operation.

PADDED RISERS MAKE SAFE CONTACT WITH FORKLIFT FRAME

Service motors, axles, wheels, tanks, hoses, drive trains, and more.

M140177

Kit to convert M140004/M140124 into a three wheel system shown below.

M140012

Same as above for Drive-through operation

M110175

Forklift cart for easy mobility of forklift kits



M140124

18,000 lbs. capacity lift

Shown: MCH218U100 with M140124 forklift kit

FORKLIFT RAMP KITS 18,000 lb. CAPACITIES

MODEL	M140004 / M140124
Capacity per set	18,000 lbs.
Rise	70" (1760 mm)
Column height at full rise	144"
Overall width	Adjustable
Overall length	142"
Platform height	7 1/2"
Runway width	15"
Fork to column clearance	10" (254 mm)
Speed of rise	68 seconds
Charging voltage	110v charger* (2.5 amps max.)

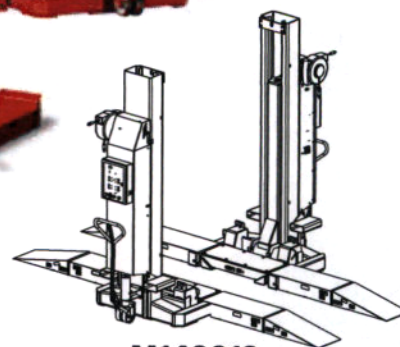
* Call factory for alternate voltage

M140177

Kit converts into a 3-wheel system



THERE'S NO NEED TO BOLT TO SHOP FLOOR WITH QUICK AND EASY INSTALLATION. USE IT IN ANY SHOP ENVIRONMENT - DISASSEMBLES FOR A GREATER WORK AREA.



M140012

Ramps for drive-thru operation

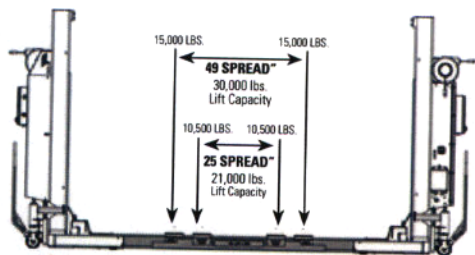
FRAME-ENGAGING

CROSS BEAM KITS

21,000 TO 32,000 LBS. CAPACITIES

Pick up buses, RVs and more with wheels-free, frame-engaging cross beam kits. Beam vehicle spotting allows technicians to service wheels and tires with ease.

All kits are designed for use with the MACH418 or MCHFlex419 Series lifts



CAPACITIES
30,000 lbs. at 49" adapter spread / 15,000 LBS. per adapter
21,000 lbs. at 25" adapter spread / 10,500 LBS. per adapter
ALI THIRD-PARTY GOLD CERTIFIED

LOW PROFILE M140070YL

30,000 lbs Capacity at maximum 49" adapter spread

21,000 lbs. Capacity at minimum 25" adapter spread

SUPPLIED WITH TWO (2) SUPPORT BLOCKS PER BEAM



Shown: M140070 low profile cross beam with optional jack stands



Shown: MCH418U100 with M140070YL cross-beam kit



Adapters need to be equally spaced off each lift and frame should be centered between lifts to help prevent offset loading. Always ensure adapters have proper frame engagement.

WARNING:

Never raise just one end of the vehicle.
Never exceed rated capacity.

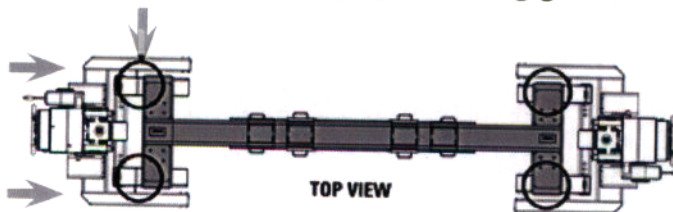
Refer to operating instructions supplied with lift for proper lifting procedures.

Operate mobile column lifts to desired height.
Always use safety stands as needed or when installing or removing heavy components.



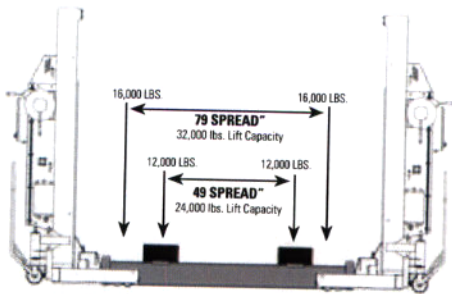
CAUTION:

Never use a bent or damaged crossbeam. Always have an authorized installer make any repairs or replacements.
Crossbeams are not to be used as wheel engagement lifts.
Do not change or modify the crossbeam in any manner.



Simply push crossbeam lift adapter into desired position under vehicle.

Push the mobile column fork arms into beam ends completely until ends of crossbeam rest on the heel of the forks. Raise crossbeam and adjust adapters to contact the frame at proper lifting point.



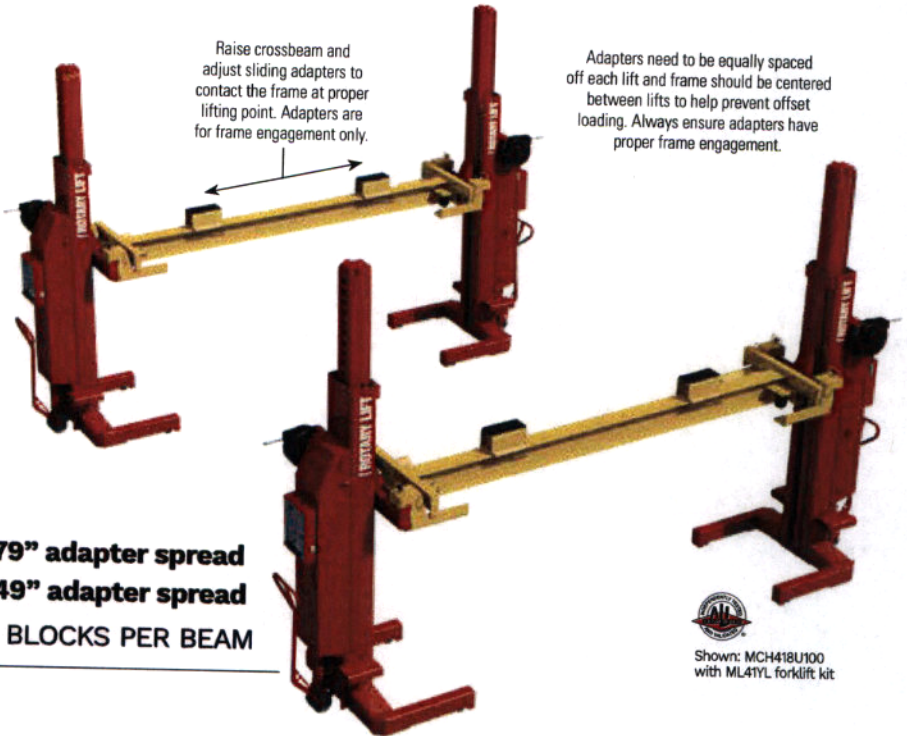
CAPACITIES

32,000 lbs. at 79" adapter spread / 16,000 LBS. per adapter
24,000 lbs. at 49" adapter spread / 12,000 LBS. per adapter
ALI THIRD-PARTY GOLD CERTIFIED

SADDLE BEAM ML41YL

32,000 lbs Capacity at maximum 79" adapter spread
24,000 lbs. Capacity at minimum 49" adapter spread

SUPPLIED WITH TWO (2) SUPPORT BLOCKS PER BEAM



Shown: MCH418U100
with ML41YL forklift kit

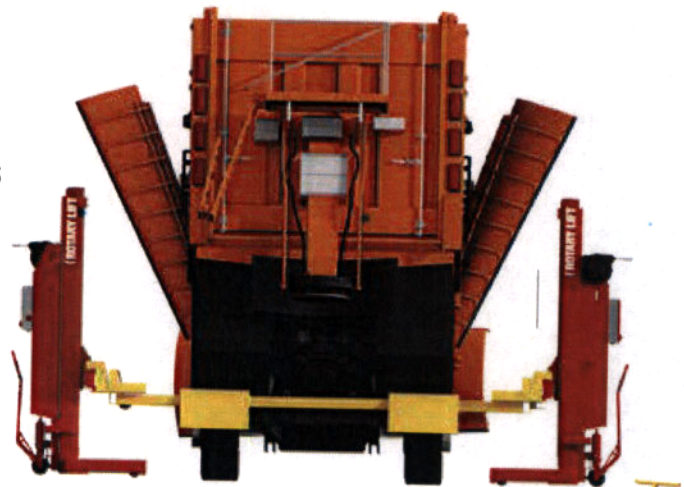
DRIVE-ON RAMP STYLE KITS

EXTRA WIDE

FD2448KITYL

28,000 lbs Capacity / 154" DRIVE-THRU WIDTH
DRIVE-ON, 26" WIDE RAMPS WITH WHEEL CHOCKS

**RAMP STYLE KIT DESIGNED
TO SERVICE SNOW REMOVAL
TRUCKS WITH WINGPLOWS**



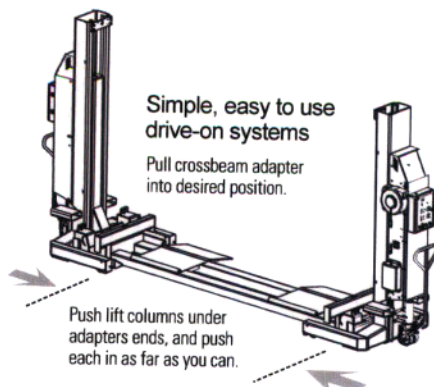
SHOWN: FD2448
**EXTRA WIDE DRIVE ON
CROSS BEAM KIT**
with TOW HANDLE

RAMP STYLE BEAM

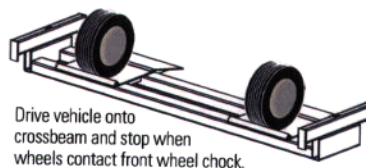
FD2353KITYL

22,000 lbs Capacity / 130" DRIVE-THRU WIDTH
DRIVE-ON, 26" WIDE RAMPS WITH WHEEL CHOCKS

**RAMP STYLE KIT DESIGNED
FOR RV PICK-UP**



PORTABLE
Built in wheel
assembly for
mobility



OPTIONAL LIFT ACCESSORIES

M140112 / Locklight™ Safety Light / MCH Kit

Light indicates when lift is set on its locks
Compatible/retrofitable with DC versions of MCH13 and MCH18 columns



M140112

M140115 / Locklight™ Safety Light / MCH Kit

Light indicates when lift is set on its locks
For AC mobile columns and MCH columns with pre-installed pressure gauges

M140171BK / 24V DC LED Service Lamp Kit

Operates on column's battery power. Includes 2 lamps.



M140171BK

M140001RD / Long Fork Kit

Each kit includes two 22" forks and two 8" leg extensions.
Reduces capacity of column to 12,000 lbs.
For 18K MCH and 19K Flex Models

M140041RD / Long Fork Kit

Each kit includes two 20" forks and two 8" leg extensions.
Reduces capacity of column to 14,500 lbs.
For 18K MCH and 19K Flex Models



M140041RD

M110175 / Forklift cart for forklift kits

M120304BK / Large wheel adapter (per column)

M140157 / Analog Weight Gauge Kit for MCH/RCH Series Lifts

M140107 / Analog Weight Gauge for MCH13 columns

M140150 / Pallet Jack Assembly

Available on 13k-19k MCH lift columns. Black only.



M120304BK

M140003 / Pendant Control

For MCH Mobile Column Lift System - With 33' cable

M140014 / Service Chip for standard wired and wireless MCH's

M140144 / Service Chip for FLEX columns only

AC100005 / Rotary programming tool for heavy duty lifts

Software for laptop running Windows XP/7/8/10 (Laptop not included)

M140024 / Wireless Upgrade Kit

Upgrades a single column.
Not available on RCH18 or MCH13 lifts



M140157

Rotary Lift

2700 Lanier Drive
Madison, IN 47250, USA

rotarylif.com



North / South America Information

Sales:

800.640.5438
userlink@rotarylif.com

Tech. Support:

800.445.5438
techlink@rotarylif.com

Global Contact Information

USA: 1.812.273.1622

Canada: 1.905.812.9920

Latin America / Caribbean: 1.812.273.1622

Brazil: +55.11.4534.1995

Government Sales: 800.445.5438 X5655



For additional information:

rotarylif.com/Government-Purchasing-Assistance/

Benefits of Mobile Columns

To put it simply, mobile columns make life easier for you and your technicians.

Want more?

See what our customers have to say.

"We wanted a product that was worth the cost and easy to use and supported our core value of safety. What we found with the Rotary lift system is that it helped reduce the number of knee injuries, back injuries and hand injuries."

- James Enright
Regional Maintenance Director Schneider National

"After extensive testing of multiple mobile column lifts, I chose Rotary mobile lifts as having the most advanced design, most options and ease of relocating being the best choice for the city. After receiving the lifts, Rotary's customer service and local distributor experience was exceptional."

- Daniel S. Corbin
Fleet Operations Manager
Summerville, South Carolina

"The thing that really stood out for us was the remote control. We did not see that anyone else would offer that, I think that its definitely helped us be more efficient. Would I recommend Rotary's FLEX series mobile columns? I absolutely would. The quality is there. The service is there. The parts are available and they're an American company."

- Mitch Corwin
Transportation Supervisor
New Albany Floyd County Consolidated School System, New Albany, IN

"Rotary has been a Godsend to us because the main thing is we get vehicles repaired and back on the road quicker. Our down list that we get every day has shrunk to a quarter of the size that is used to be...it makes a huge, huge difference."

- George Jacobs
President, Windy City Limousine and Bus
Chicago, IL

Choose the right lift for your shop.

Rotary Lift.



Lit# MOBILE SERIES Brochure_2020.07

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Manufactured using the following patents:
US Patent No. 6983196 / US Patent No. 8083034



CITY OF WESLACO

COST FACTOR SHEET FOR MOBILE COLUMN LIFTS & ACCESSORY KITS

RFB No.: 2020-21-07

Proposed by:

BENDPAK INC 1645 LEMONWOOD DR. SANTA PAULA, CA 93060
Company Name Address City State Zip
(805) 933-9970 maortiz@BENDPAK.COM M - Oct 1/21/21
Phone No. E-mail Signature Date

ITEM	DESCRIPTION	QTY	UNIT PRICE	COST
A	MOBILE COLUMN LIFT 18,000 LB CAPACITY	6	7136.80	42,820.80
B	FRAME ENGAGING LIFT KIT 15,000 LB CAPACITY	1		
C	CROSS BEAM KIT 24,000 LB CAPACITY	1	2071.00	
D	TALL JACK STANDS 18,000 LB CAPACITY	6	1258.00	7548.00
E	FREIGHT FEE	1		

52,439.80

Total Cost

ESTIMATED DELIVERY TIME FRAME UPON ISSUANCE OF PURCHASE ORDER:

30-60

Days



PORTABLE/MOBILE COLUMN LIFTS LIMITED WARRANTY

Better Products – Better Service – Better Value

LIMITED WARRANTY. Subject to the limitations of set forth below, Warrantor warrants that the Product sold hereunder conform to Warrantor's published specifications. WARRANTOR MAKES NO REPRESENTATION OR WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.

Duration: From the date of purchase by original Purchaser or 36-12 months from the date of shipment by BendPak or whichever comes first.

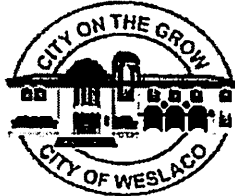
- **Three Years (36-Months) Warranty** on the lift structure
- **One Year (12-Months) Warranty** on the hydraulic cylinder(s) and power unit
- **One Year (12-Months) Warranty** on operating components
- **One Year (12-Months) Warranty** on electrical components (excluding power unit)
- **One Year (12-Months) Labor Warranty** on site or at factory*
- **One Year (12-Months) Free-Shipping**** on ground-freight charges related to warranty performance

Limited Warranty

1. Who gives this warranty (Warrantor): BendPak Inc., 1645 Lemonwood Dr., Santa Paula, CA 93060
2. Who receives this warranty (Purchaser): The original Purchaser (other than for purpose of resale)
3. What products are covered by this warranty (Product): Any BendPak Mobile Column Vehicle Service Lift***
4. What is covered under this warranty: manufacturer defects due to material and/or workmanship with the exceptions noted below.
5. What is not covered under this warranty:
 - a. Any failure that results from Purchaser's abuse, neglect or failure to operate, maintain or service Product in accordance with instructions provided in the owner's manual(s) supplied.
 - b. Any damage caused by overloading Product beyond rated capacity.
 - c. Items or service normally required to maintain the Product, i.e. lubricants, oil, etc.
 - d. Items considered general wear parts such as rubber pads or adapters, unless wear or failure is a direct result of manufacturer defect due to material and/or workmanship.
 - e. Any component damaged in shipment or any failure caused by installing or operating lift under conditions not in accordance with installation and operation guidelines or damaged by contact with tools or surroundings.
 - f. Motor or pump failure caused by rain, excessive humidity, corrosive environments or other contaminants.
 - g. Rusted components due to improper maintenance or corrosive environments.
 - h. Cosmetic defects that do not interfere with Product functionality.
 - i. Damage due to incorrect voltage or improper wiring.
 - j. Any failure that results from improper installation or use not according to specifications.
 - k. Damage caused by disasters such as fire, flood, wind, and lightning.
 - l. Damage caused by unauthorized attachments or modifications.
6. Responsibilities of Warrantor under this warranty: Repair or replace, at Warrantor's option, component which is defective, has malfunctioned and/or failed to conform within duration of the warranty period. Warrantor will pay reasonable labor costs for the first 12 months only.
7. Responsibilities of Purchaser under this warranty/ notice of claims:
 - a. Provide dated proof of purchase and maintenance records.
 - b. In some cases, components may be required to be shipped to the nearest BendPak Authorized Service Center. Freight costs, after 12-months, must be borne by the Purchaser.
 - c. Use reasonable care in the operation and maintenance of the Products as described in the owner's manual(s).
 - d. Immediately upon receipt of the Product, Purchaser shall inspect the same. Any claim for shortage must be made within ten days after Purchaser's receipt. All other claims, including claims for alleged defective Product, must be made within fifteen days after Purchaser learns of the facts upon which such claim is based, but in no event later than the applicable one, two or five year period specified above for the specified component(s). All claims not made in writing and received by Seller within the time periods specified above shall be deemed waived. With respect to any defects incapable of discovery until in use, all claims for any damages or losses as a result of such defects shall be deemed waived unless made in writing and received by Seller within fifteen days after Purchaser learns of the alleged defect giving rise to the claim and after the expiration of said periods, but in no event later than the applicable one, two or five year period specified above for the specified component(s). Purchaser expressly assumes all liability for all such damages or losses, irrespective of any use which shall have taken place or whether the alleged defect shall have occurred or been discovered prior to expiration of such periods.
8. When Warrantor will perform repair or replacement under this warranty: Repair or replacement will be scheduled and serviced according to the normal work flow at the servicing location, and depending on the availability of replacement parts.
9. *As determined by Warrantor in its sole discretion**Free-shipping applies to direct shipping points within the 48 continental United States. Rural area shipping surcharge may apply for remote addresses. ***For all BendPak brand Mobile Column Vehicle Service Lift (excluding specialty lifts, high rise, commercial parking, material handling, or models for particular purpose) manufactured on or following 1/1/2011.

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

CITY OF WESLACO Invitation to Bid

The City of Weslaco hereby requests sealed bids for the following:

Mobile Column Lift & Accessory Kits RFB NO.: 2020-21-07

Sealed bids addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, until 3:00 p.m. on February 5, 2021, at which time they will be opened and read aloud. Please mark envelope, "Sealed Bid"

Mobile Column Lift & Accessory Kits RFB NO.: 2020-21-07

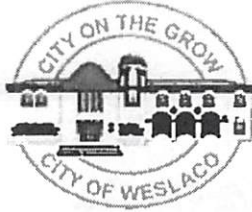
Potential Bidders/Respondents are advised that the bidding documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447-2240. Be advised that if your company is contemplating on bidding this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company.

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

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best value and most advantageous (as allowed in Local Government Code 252.043) to the City and to hold bids for a period of forty-five (45) days without taking action, for the purpose of reviewing the bids and investigation of bidders' qualifications prior to bid award. Bids submitted past the aforementioned date and time will not be accepted.

City of Weslaco

Homer Rhodes,
Purchasing Office
hrhodes@weslacotx.gov



VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid **Mobile Column Lift & Accessory Kits**
RFB NO.: 2020-21-07

with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **February 5, 2021** so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes
City of Weslaco
Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240
hrhodes@weslacotx.gov

Name: RICHARD COUCH
(print / contact person)

Signature: [Signature]

Title: DIRECT SALES REPRESENTATIVE Company/Agency: BENDPAK INC.

Mailing Address: 1645 LEMONWOOD DR City/State/Zip: SANTA PAULA, CA 93060

Phone: (805) 933-9970 X314 Fax: (805) 421-5105

Email Address: RCOUCH@BENDPAK.COM

RFB No.: 2020-21-07

ATTENTION BUYER. YOUR DECISION TO PURCHASE IS YOUR CONFIRMATION THAT YOU HAVE READ AND FULLY UNDERSTAND ALL TERMS AS EXPLAINED BELOW.

PACKAGING AND SHIPMENT

Although we will do our best to package your shipment to minimize damage, minor scratches and abrasions due to normal transportation and handling are expected. DO NOT refuse your shipment if you observe minor scratches or abrasions. YOU MAY BE RESPONSIBLE for a 20% restocking fee and round-trip freight charges if your claim for damage is denied and will be deducted from the credit refund. Shipping scratches and abrasions can be corrected by using our OEM touch-up spray paint that can be obtained through your BendPak dealer or representative. Please be aware a forklift may be needed to receive the equipment at the time of delivery.

OPTIONAL WHITE-GLOVE PACKAGING

For an optional surcharge, White-Glove Packaging is available for certain large equipment products. Our White-Glove service assures that the product ships in specially fabricated wooden crates with all parts individually packaged and wrapped in protective media. Ask your BendPak sales representative for pricing details.

RESIDENTIAL PICKUP/DELIVERY

If a shipment is to be picked up or delivered to a residential area, a \$70.00 fee will apply to the order.

REGIONAL STANDARDS AS PRESCRIBED BY CITY AND STATE AGENCIES

Not all BendPak lift models meet the standards as prescribed by ANSI/ALI ALCTV-(current edition) or ANSI/UL 201. Buyer is responsible for all charges related to any special regional structural and/or seismic anchoring requirements specified by any other agencies and/or codes such as the Uniform Building Code (UBC) and/or International Building Code (IBC). Consult www.autolift.org for a complete list or contact BendPak via contact@bendpak.com.

THIRD-PARTY CONTRACTORS

The decision of Buyer to select, hire and/or manage third-party contractors recommended by BendPak to Buyer for the sole purpose of installation or service is the sole responsibility of Buyer. BendPak assumes no liability for the selection of the Contractor or the Contractor's performance of services for Buyer. Contractors are not agents for, or joint ventures of, and are not employed by, and are not the agents of, BendPak.

WARRANTIES

Every BendPak brand(s) product is built to deliver outstanding performance, rugged reliability, and outstanding durability. We build each product according to strict guidelines to provide years of trouble-free operation. For a full listing of all BendPak family of products, visit <https://www.bendpak.com/support/warranty>.

OTHER TERMS AND DISCLAIMERS

Once an order has been placed, BendPak and the Buyer become contractually bound to uphold certain aspects of the agreement. For a full listing of all terms and conditions, visit <https://www.bendpak.com/policies>.



BendPak
1645 E Lemonwood Dr
Santa Paula, CA 93060
Website: www.bendpak.com
E-Mail: sales@bendpak.com

ACKNOWLEDGEMENT

Bill To: 24822
City of Weslaco
255 S Kansas Ave
Weslaco, TX 78596-6158
United States

Ship To
City of Weslaco
255 S Kansas Ave
Weslaco, TX 78596-6158
United States

Order #	503457-00
Page #	1
UPC Vndr	000000
Ship Point	BendPak Mobile (MB01)
Via	Unassigned
Terms	Pmt w/Order
Currency	USD US Dollar
Entered	
P/O	
Picked	
Shipped	02/03/21
Invoiced	
Printed	

Customer P/O

Instructions
Quote for Bid

Ln#	Product And Description	UPC Item #	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty. UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)
1	5175293 PCL-18B-6 LOW VOLTAGE 108,000 Lb. Cap. Mobile Lift System / 108,000 Lb. Cap. Mobile Lift System / 208-230/190V, 50-60HZ, 3-Ph. / SET OF 6	00000	1		1	EA	42820.80	EA	0.00	42820.80
2	5215423 CHASSIS CROSS BEAM ASSEMBLY	00000	1		1	EA	2071.00	EA	0.00	2071.00
3	5175001 MLS-18 JACK STAND ASSEMBLY (VER B)	00000	6		6	EA	1258.00	EA	0.00	7548.00
3	Lines Total		Qty Shipped Total		8		Total		\$ 52439.80	
									Invoice Total	\$ 52439.80

Page 1 of 1

Customer Copy

Do not write below this line



ACK



503457-00

CITY OF WESLACO

Mobile Column Lift & Accessory Kits
BID FORM

The BENDPAK INC. (bidder), having read the specifications, proposes to furnish the Mobile Column Lift & Accessory Kits, for the full and firm price of within delivery time designated below, in full compliance with the specifications.

Complete Unit: F.O.B. Weslaco City Hall, 255 S. Kansas Ave.
Weslaco, Texas 78596

Respectfully submitted this 3 day of Feb, 2021.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Grand Total: \$ 52,439.80

Total Bid Amount in words (Dollars & Cents)

Delivery Date: MARCH 2021

Company: BENDPAK INC.

Address: 1645 LEMONWOOD DR. City/State/Zip: SANTA PAULA, CA 93050

Phone Number: (805) 933-9970 Fax Number: (805) 421-5105

Authorized Signature: M-O Title: DIRECTOR OF FACTORY SALES

MARCO ORTIZ

Please print above signature

CITY OF WESLACO
Mobile Column Lift & Accessory Kits

SPECIFICATIONS

The Public Works Department Fleet Maintenance Division is seeking bids for the purchase of (1) Mobile Column Lifts for general labor use.

The successful bidder will provide the Mobile Column Lifts as specified in this document. Furthermore, the specifications listed are not all-inclusive and should not be construed as final.

QUANTITY: ONE Mobile Column Lift

SCOPE OF SPECIFICATIONS

These specifications describe the mechanical and comfort requirements for One Mobile Column Lift & Accessory Kits, which will be used by the City of Weslaco Public Works Department.

SPECIFICATIONS

A. Mobile Column Lifts

1. Mobile Column Lift, 18,000 Lb. Capacity, wireless communication, battery operated with onboard charger, easy to move adjustable forks, spring loaded steering and brakes System.

Comply

_____ Yes ☒ No

B. Frame engaging Mobile Lift Kits

1. ~~15,000~~ Lb. Capacity.

18,000 LB CAPACITY

Comply

_____ Yes ☒ No

C. Cross Beam Kit

1. 24,000 Lb. Capacity with adjust sliding adapters.

Comply

☒ Yes ☒ No

D. Jack Stands

1. 18,000 Lb. Capacity tall jack stands with Spring Loaded Casters and 1" increments with 4" fine turning.

Comply

☒ Yes _____ No



Standardized Agenda Request Form

Date of Meeting: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4045	
From: Pete Garcia			
Subject: Discussion and consideration to ratify Purchase Order No. 21-2698 to contract OMT Utilities for emergency repairs on a collapsed manhole located at 18th St. & Airport Dr. in the amount of \$112,500 and authorize the Mayor to execute all related documents. Possible action. (Staffed by Public Works Department.)			
Background: Repairs are necessary due to the sewer line leaking into the drain ditch; therefore it is essential in order to protect public health.			
Funding Source (budget code, if applicable): 508-5324-522810			
Amount: \$112,500.00		Term of Impact: 1Y	Identified in Current Budget: N
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Lucy Espinoza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval for the above mentioned.			
Attachments, if any: Emergency Repairs- 18th St. & Airport Dr.			
Responsibilities upon Approval:			

OMT UTILITIES
Luis Reyes III
1906 S. PLEASANTVIEW
WESLACO, TX 78596

Estimate

Date 2/26/2021
Estimate # 938

Name / Address

City of Weslaco

P.O. #
Terms

Due Date 2/26/2021
Other

Description	Qty	Rate	Total
*****EMERGENCY MANHOLE REPAIR*****			
*****18TH & Airport Dr. drain ditch manhole*****			
Remove existing 15' collapsed manhole. Remove existing concrete flooring. Provide sewer by-pass from manhole to manhole approximately 830' long with 6" pump to ensure continuous sewer service to the affected area.. Install new fiberglass 15' fiberglass manhole complete with new cement flooring.		112,500.00	112,500.00
Please consider my proposal.			
Total			\$112,500.00

OMT UTILITIES
luisreyes034@yahoo.com

956-778-0140

3/2/21
OK
M/R

CITY OF WESLACO - PURCHASING QUOTATIONS

Dept. P.W. Requisition # 21-2698
 Date: 3-2-21
 Person Submitting: Marcelo Cosme

Product Description Brand/Model: Remove + Replace 15' + Manhole

1. Company: OMT Utilities HUB (Y/N) Date: 2-26-21
 Phone No. 956-778-0140 Time: _____
 Person Called: Luis Reyes
 Price: \$112,500.00 Discount (if any) _____ Total: \$112,500
 Availability & Terms: _____

2. Company: Southern Trenchless HUB (Y/N) Date: 2-23-21
 Phone No. 277-0354 Time: _____
 Person Called: Mario Salazar
 Price: \$144,999.00 Discount (if any) _____ Total: \$144,999.00
 Availability & Terms: product available

3. Company: SAL Construction HUB (Y/N) Date: 2-23-21
 Phone No. 956-202-1452 Time: _____
 Person Called: Anet Rodriguez
 Price: \$156,500.00 Discount (if any) _____ Total: \$156,500.00
 Availability & Terms: _____

Person Obtaining Quote: Marcelo Cosme

Company Selected (circle)

3 2 1

Remarks: _____

**** INSURANCE REQUIREMENTS ****

Companies or Contractors performing work on City of Weslaco Property must provide proof of Insurance to conform to the following provisions and amounts:

> Worker's Compensation	Statutory Limit
> Comprehensive General / Liability Occurrence	\$1,000,000
> Bodily Injury & Property / Damage aggregate	\$1,000,000
> Comprehensive auto	\$1,000,000

**** CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPLE PLACE OF BUSINESS ****

> A business in the City of Weslaco is considered a "Local Vendor" and if a bid or quote is within 5% of other non local vendors, the City may make the purchase with the Local Vendor (271.9051).

**** COMPETITIVE BIDDING IN RELATION TO - HUB - Historically Underutilized Businesses ****

> Purchases of more than \$3,000.00 but less than \$50,000.00 the City of Weslaco has to contact at least two HUB's within the county of Hidalgo based on State Comptrollers Office (252.0215).
<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

Please contact Purchasing Division for any assistance at 956-447-2240



P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southerntrenchless.com

Quote Issued: 2/23/2021

Quote: 21014

Invoice Issued: _____

Invoice: _____

Purchase Order # _____

Buyboard 555-18

Project: City of Weslaco - MH Collapse South on 18th St

Buyboard Proposal Code No: 555-18

Line No.	Item No.	Description	QTY	UNIT	Unit Price	Total
1	377	Mobilization	1	LS	\$ 5,500.00	\$ 5,500.00
2	56	Setup 8" Pump	2	EA	\$ 2,200.00	\$ 4,400.00
3	60	Setup 8" Piping	850	LF	\$ 27.50	\$ 23,375.00
4	66	Operate 8" Pumping System	7	DAY	\$ 1,815.00	\$ 12,705.00
5	120	15"-18" Point Repair 8'-12' deep	1	EA	\$ 6,545.00	\$ 6,545.00
6	132	Access Pit (>15'-20' deep)	1	EA	\$ 40,000.00	\$ 40,000.00
7	139	Install New MH 4' DIA MH 0'-6' deep	1	EA	\$ 5,500.00	\$ 5,500.00
8	140	Extra Depth 4' DIA MH over 6' deep	12	VF	\$ 495.00	\$ 5,940.00
9	146	Dewatering Set-up	1	EA	\$ 5,500.00	\$ 5,500.00
10	398	Pipe or Other Confined Space Man Entry	7	DAY	\$ 1,650.00	\$ 11,550.00
11	397	Void Filling Exterior of Structure	1600	LF	\$ 10.00	\$ 16,000.00
12	138	Modified Trench Safety	16	VF	\$ 249.00	\$ 3,984.00
		Payment & Performance Bond	1	LS	\$ 4,000.00	\$ 4,000.00
Total						\$ 144,999.00

Exclusion: 1 Water to be provided by the City of Weslaco at no charge to Southern Trenchless, LLC.
2 Waste site to be provided by City of Weslaco.

Instructions: ** Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____
Title: _____

Print Name: _____

*** Please Make Checks Payable To:

Southern Trenchless Solutions, LLC.
P.O. Box 8084
Weslaco, Texas 78599



We Appreciate Your Business!!!

SAL Construction Management LLC**Quote**

P.O. Box 8185
Weslaco, TX 78599
956-202-1452

DATE: February 23, 2021

To:
City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596

City of Weslaco

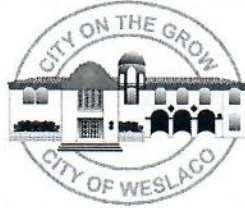
DESCRIPTION	QTY	UNIT PRICE	AMOUNT
***Scope of Work ***			
<i>Emergency MH Collapse</i>			
Mobilization	1	\$ 4,000.00	\$ 4,000.00
Point Repair	1	\$ 50,000.00	\$ 50,000.00
New Manhole Installation	1	\$ 30,000.00	\$ 30,000.00
Dewatering	1	\$ 25,000.00	\$ 25,000.00
Trench Safety	1	\$ 1,000.00	\$ 1,000.00
Bypass Setup & Operations	1	\$ 42,000.00	\$ 42,000.00
Bonds & Permits	1	\$ 4,500.00	\$ 4,500.00
TOTAL			\$ 156,500.00

Make all checks payable to **SAL Construction Management LLC**
If you have any questions concerning this quote please email anel@sal-construction.com

THANK YOU FOR YOUR BUSINESS!

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Leo Muñoz, Mayor Pro-Tem, District 1
Greg Kerr, Commissioner, District 2
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

DATE: March 1, 2021

TO: Mr. Mike Perez
City Manager

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

SUBJECT: Sewer Manhole Located South of 18th St & Airport Dr

Dear Mr. Perez,

I visited the site with the collapsed manhole located just south of the intersection of 18th Street and Airport Dr. The concrete flooring of the manhole has collapsed, and sewer is emptying into earthen bottom. My assessment of the damaged Manhole is that it does require a sewer line bypass in order to perform repairs and replacement of the manhole. The approximate distance of the bypass, between upstream and downstream manholes, is 830 LF.

I recommend that the repairs be performed as proposed and that the lowest of the three bids received be accepted. (See attached Exhibit A).

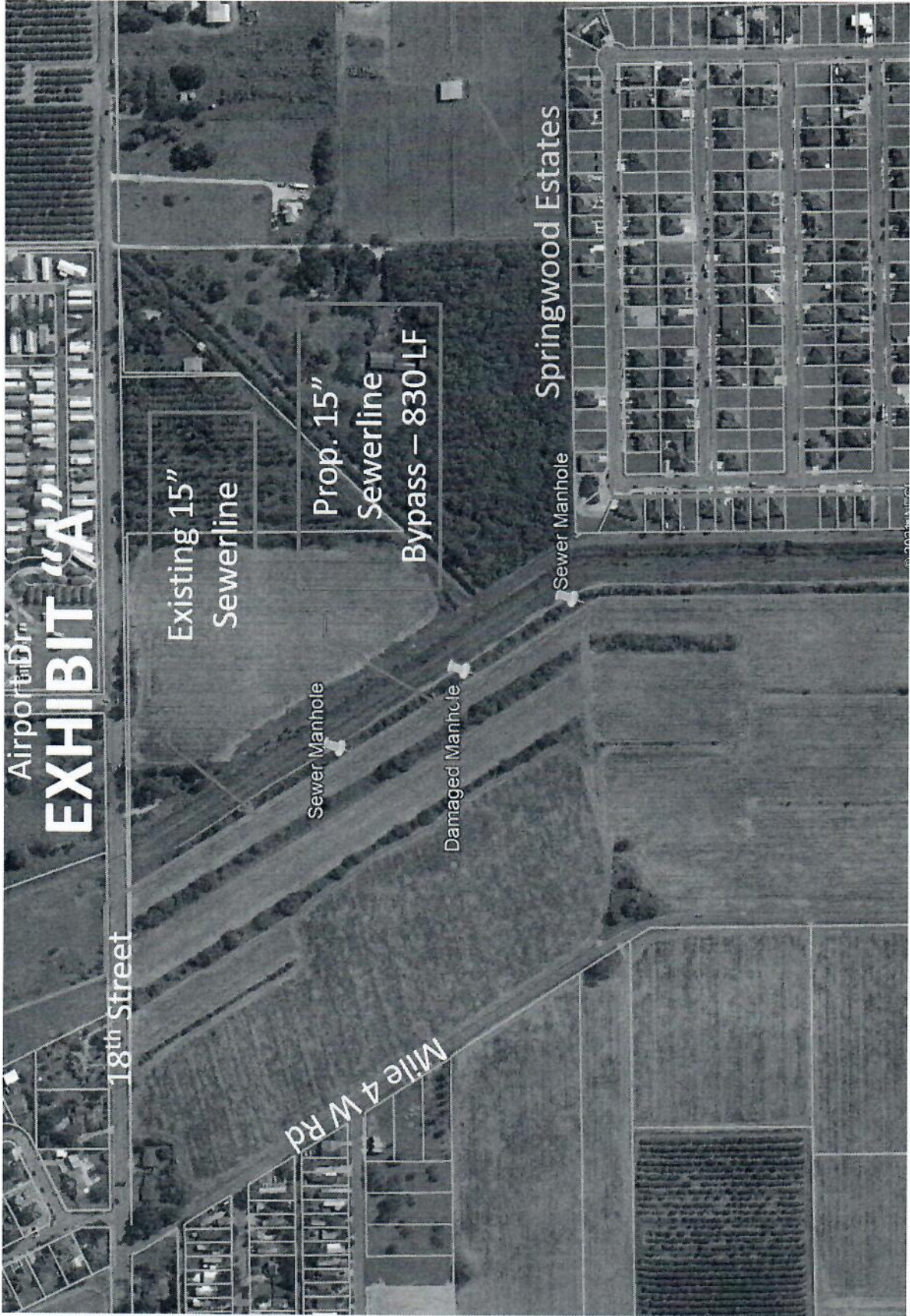
Please advise if you have any questions or require additional information.

Sincerely,

Albert J. Aldana, P.E.

City Engineer

Attachment: Exhibit A



Marcelo Cosme

From: Mike Perez
Sent: Tuesday, March 02, 2021 7:42 AM
To: Marcelo Cosme
Cc: Alberto J. Aldana; Pete Garcia Jr.; DAVID ARCE; Olga N. Garza; Norma Cantu
Subject: RE: quotes

Marcelo, please prepare the paper work for the low bidder so I can sign and place on next city commission agenda for the city commission to ratify this decision. Thanks miike

From: Marcelo Cosme <m.cosme@weslacotx.gov>
Sent: Monday, March 1, 2021 2:32 PM
To: Mike Perez <mrperez@weslacotx.gov>
Cc: Alberto J. Aldana <aaldana@weslacotx.gov>
Subject: quotes

Mr. Perez,

These are the quotes for the manhole we spoke about this morning.

Marcelo



Standardized Agenda Request Form

Date of Meeting: March 16, 2021		Agenda Item No. (to be assigned by CSO): 2021-4058	
From:			
Subject: Discussion and consideration on Resolution 2021-24 designating the Mayor as authorized representative to execute any and all documents for the Cleckler-Heald and B Garza Regional Detention Pond drainage project and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: R2021-24 designate Mayor to sign all document RDG Cleckler-Heald			
Responsibilities upon Approval:			

RESOLUTION NO. 2021-24

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas for city wide drainage improvements.

WHEREAS, The City of Weslaco designates Mayor David Suarez as the authorized official for the purposes of executing any and all documents as required for the Cleckler-Heald and B Garza Regional Detention Pond Project.

NOW THEREFORE, BE IT RESOLVED that the Weslaco City Commissions designates Mayor David Suarez as the authorized official for the purposes of executing and any all documents as required for the Cleckler-Heald and B Garza Regional Detention Pond Project.

Passed and Approved this 16th day of March 2021.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY