A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JUNE 15, 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, June 15, 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 June 15, 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.
Weslaco Crime Stoppers - 2020 Officer of the Year

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 Eric Fonseca to approve Conditional Use Permit to obtain a Retail Dealer's On-Premise Late Hours License at 606 S. Missouri also being Lot 4, Block 51, 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 June 1, 2021 (Staffed by City Secretary Department.) Attachment.

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

1) Approval on Ordinance 2021-18 authorizing the issuance of "City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A"; approving the terms of a Resolution of the Texas Water Development Board; approving an application for financial assistance, a paying agent/registrar agreement and an escrow agreement; and making other provisions regarding the certificates and other matters related thereto and authorize the Mayor to execute any related documents. (First reading held June 1, 2021; staffed by City Manager.) Attachment.

2) Approval on Ordinance 2021-19 abandoning an existing 10-foot utility easement along the south property line of Lot 22 Northcross Subdivision and authorize the Mayor to execute any related documents. (First reading held June 1, 2021; staffed by Planning & Code Enforcement Department.) Attachment.

3) Approval on Ordinance 2021-20 amending Ordinance No. 71-4 Codified in the Code of Ordinances as Chapter 62 Garbage, Trash and Rubbish adopting new regulation regarding placement of garbage bins near mailboxes and authorize the Mayor to execute any related documents. (First reading held June 1, 2021; staffed by Public Works Department.) Attachment.

C. Approval to renew for an additional one year of Interlocal Cooperation Agreement between the County of Hidalgo and the City of Weslaco for use of equipment and materials and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.) Attachment.

D. Approval to submit an application to the Rio Grande Valley Metropolitan Planning Organization for a Transportation Alternative Set-Aside (TASA) Program project and

authorize the Mayor to sign and execute any required documents. (Staffed by Parks and Recreation.)

V. NEW BUSINESS

A. Discussion and consideration to approve the Waterline Access Agreement between North Alamo Water Supply Corporation, City of Weslaco and Jessica Ruiz for Lot 30, Vaquero Estates Phase I Subdivision for the installation of a fire hydrant and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

B. Discussion and consideration after public hearing on behalf of Eric Fonseca to approve Conditional Use Permit to obtain a Retail Dealer's On-Premise Late Hours License at 606 S. Missouri also being Lot 4, Block 51, Original Townsite of Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Three-fourths vote required. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.

C. Discussion and consideration for the Final Plat for Moreland Apartments Subdivision– being 2.03 acres out of Farm Tract 1033, the West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northwest corner of E. Moreland Dr. and Plaza Los Encinos and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

D. Discussion and consideration for the Final Plat for Ten fifteen Subdivision– being 10.33 acres being a resubdivision of lots 1A,2A,3A, 4A,5A and 6A, out of Plaza Diez Quince Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast corner of F.M. 1015 and Mile 6 North and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

E. Discussion and consideration for the Final Plat for Amber Estates– being 19.719 acres acre tract of land, out of farm Tract 192, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the east side of Mile 6 North ½ a Mile North of Mile 10 North and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

F. Discussion and consideration on Ordinance 2021-21 establishing a Series 2021 C.O. (Certificate of Construction) Construction Fund for Police, Fire and Library facilities and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-21. Possible action. (Staffed by Finance Department.) Attachment.

G. Discussion and consideration on Ordinance 2021-22 approving a budget amendment for the Series 2021 C.O. Construction fund for construction of public safety facilities and library project costs in the amount of $12,397,753 and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-22. Possible action.

(Staffed by Finance Department.) Attachment.

H. Discussion and consideration on Ordinance 2021-23 establishing an Interest & Sinking Debt Fund on the Series 2021 Certificate of Obligation related to public facilities namely Police, Fire and Library and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-23. Possible action. (Staffed by Finance Department.) Attachment.

I. Discussion and consideration to purchase a debris tank for Vactor Truck Unit 457 from Heil of Texas in the amount not to exceed $63,618 and authorize Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.

J. Discussion and consideration to award RFB No.: 2020-21-18 to IPL North America for the purchase of 12,000 (96 gallon) residential trash cans in the amount not to exceed $594,398 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.

K. Discussion and consideration to approve Ordinance 2021-24 budget amendments for purchase of a 40 yd. Grapple Brush Truck not to exceed $194,640 and purchase of 96-Gallon Residential Bins not to exceed $594,398 and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-24. Possible action. (Staffed by Public Works Department.) Attachment.

L. Discussion and consideration on change order #10 to extend the date of project completion from June 16, 2021 to November 30, 2021 for the Pleasantview & 11th Street Drainage improvements Project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.

M. Discussion and consideration on request from Weslaco Museum to close Texas Boulevard on July 3, 2021 from 10am to 1pm for Flag Retirement Ceremony event and closure of the east bound section of 5th Street from the alleyway to Texas Boulevard from 11am to 3pm and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation for proposed street closure affecting state right-of-way. Possible action. (Staffed by Engineering Department.) Attachment.

N. Discussion and consideration to approve amending the contract with Total Commitment, LLC in the amount of $500,000 for the Pleasantview RDF Project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.

O. Discussion and consideration to approve scoring matrix for Fire and Police with Municipal Court construction project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment.

VI. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

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

B. Personnel - Discussion regarding the Professional Services Agreement for Municipal Court Judge Samuel V. Sanchez as authorized by section §551.074 of the Texas Government Code.

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.

D. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.

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

F. Legal Consultation - Consultation with City Attorney related to the city's right-of-way for cell towers in City of McAllen et al v. State of Texas et al Cause No. D-1-GN-17-004766 as authorized by §551.071 of the Texas Government Code.

G. Legal Consultation - Consultation with City Attorney regarding claim from Aguirre

Law Group representing Jaime Gomez Ruiz as authorized by section §551.071 of the Texas Government Code.

H. Legal Consultation - Consultation with City Attorney regarding potential claim from The Castellanos Law Group representing Andrew Joe Mireles, Audrey Rodriguez, Avery Rodriguez and Aubree Rodriguez as authorized by section §551.071 of the Texas Government Code.

I. Legal Consultation - Consultation with City Attorney regarding Texas Cordia Construction and SAMES on the Mile 6 West Sanitary Sewer project as authorized by section §551.071 of the Texas Government Code.

J. 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.

K. Economic Development - Consultation with City Attorney regarding financial offer or other incentives for Project Good Times as authorized by section §551.087 of the Texas Government Code.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 11th day of June, 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:

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-3920
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 ADELAIDA VEGA Mike Perez
City Manager Comments: Approve.
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Steven Wagenknecht, Abiding Savior Lutheran Church. 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: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4281

From:
REBEKAH DE LA FUENTE

Subject:
To solicit input on behalf of Eric Fonseca to approve Conditional Use Permit to obtain a Retail Dealer's On-Premise Late Hours License at 606 S. Missouri also being Lot 4, Block 51, Original Townsite, Weslaco, Hidalgo County, Texas.

Background:
The applicant is requesting to obtain a Conditional Use Permit to obtain a Retail Dealer's On-Premise Late Hours License. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on May 21, 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:
On January 15, 2019 the City Commission recommended denial of the late hour permit. On January 2, 2019 the P&Z Commission recommended denial of the late hour permit.

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 May 17, 2021

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
The Planning and Zoning Commission recommended denial of the conditional use permit at their regular meeting of June 2, 2021

REBEKAH DE LA FUENTE	Created/Initiated
REBEKAH DE LA FUENTE	Approved
Mike Perez	New

City Manager Comments:
Solicit public comments.

Staff Recommendation:
Staff recommends denial based on previous action by City Commission

Attachments, if any:

Responsibilities upon Approval:
Staff will advise the applicant

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-3925	
From:		
Subject: Approval of the Minutes of the Regular Meeting on June 1, 2021 (Staffed by City Secretary Department.) Attachment.		
Background: Record of commission action for regular meeting on June 1, 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 ADELAIDA VEGA Mike Perez	Created	
City Manager Comments: Approve.		
Staff Recommendation: Approve.		
Attachments, if any: 21-06-01 minutes		
Responsibilities upon Approval: Execute and retain.		

MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
JUNE 01, 2021

On Tuesday, June 01, 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	Josh Pedraza
	Commissioner	Letty Lopez
	Commissioner	J.P. Rodriguez
ABSENT:	Commissioner	Greg Kerr
STAFF PRESENT:	Mike R. Perez	City Manager
	Andrew Muñoz	Asst. City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

Also present: Vidal Roman, Finance Director, Antonio "Tony" Lopez, Fire Chief, Eddie Gil, IT Department, Omar Rodriguez, Parks & Recreation Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Albert Aldana, City Engineer, Pete Garcia, Public Works Director, Arnold Becho, Library Director, Martin Vela, IT Director, David Arce, Deputy Public Works Director, Olga Garza, Asst. Public Works Director, and Aida Vega, Deputy City Secretary.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, May 28, 2021.

B. Invocation.

Pastor Bacilio Castillo, Pave the Way Church led in the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

Mayor Suarez proclaimed June 1, 2021 as "UTRGV American Sign Language Club Day" and proclaimed the month of June "Elder Abuse Prevention Month".

E. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting the absence of Commissioner Kerr and a quorum present.

II. PUBLIC COMMENTS

Maggie Pena addressed the commission voicing concerns with the drainage ditch between Tejas #1 and #2 Subdivision stating recent rain storms had high water levels that did not drain quick enough; requested consideration for a permanent water pump be in place and submitted a petition for improvements to the drainage ditch.

Rogelio Melendrez, 501 San Carlos Street, presented pictures of flooding for his street; lives at the corner of San Carlos St. and Republic St and the lack of drainage continues to have high waters whenever it rains and when will improvements be done; has been effected since the 2018 flood to present. Stated there are two drains across each other always full of debris and voiced brush pick up has been late or not all.

III. PUBLIC HEARING

Commissioner Lopez seconded by Mayor Pro Tem Muñoz moved to open the public hearing at 5:50 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on the Adoption and Designation of the Weslaco Reinvestment Zone No. 1 Pursuant to the City's Guidelines and Criteria Under the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code. (Staffed by City Manager.) None.

None.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to close the public hearing at 5:51 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 May 4 and May 18, 2021 (Staffed by City Secretary Department.)

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

1) Approval on Ordinance 2021-16 for the Voluntary Annexation of West and Adams Tract Subdivision – being a 4.73 acre tract of land out of Farm Tract 1046, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located adjacent to and east of Spanish Oak Dr and Shady Grove Trail and authorize the Mayor to execute any related documents. (First reading held May 18, 2021; staffed by Planning & Code Enforcement Department.)

2) Approval on Ordinance 2021-17 to rezone 1108 W Pike Blvd. Also being 0.55-acre tract of land out of, farm Tract 3, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to B-2 secondary and highway business district. and authorize the Mayor to execute any related documents. (First reading held May 18, 2021; staffed by Planning & Code Enforcement Department.)

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

D. Approval to apply for the FY 2021 Texas State Library Interlibrary Loan Lending Reimbursement Program, acceptance of funding upon award, and authorization for the Mayor to execute any related documents. (Staffed by the Library Department.)

E. Approval to purchase FortiAuthenticator Cybersecurity software (Contract #200105) in the amount of $34,883 with NO MATCH REQUIRED AND NO REOCCURING FEES and will be fully reimbursed through SHSP Grant #4003501 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

F. Approval to submit an application to the FY 21 COPS Office Hiring Program Solicitation to hire police officers and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

G. Approval to submit an application to the FY2021 Bulletproof Vest Program to purchase concealed bullet proof vest and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

H. Approval on renewal of Annual “Movies at the Park” program in the amount of $3,270 for the 2021 season and authorize the Mayor to execute any related documents. . (Staffed by Parks and Recreation Department.)

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

For the record, following are the ordinances.

ORDINANCE NO. 2021-16

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 4.73 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 4.73 acres and are more specifically described as follows, to-wit:

METES AND BOUNDS DESCRIPTION

BEING A 4.73 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THAT CERTAIN 17.948 ACRE TRACT OF LAND OUT OF FARM TRACT 1046, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 4.73 ACRE TRACT IS ALL OF THE LANDS BOUND ON THE WEST BY PECAN GROVE PHASE 2 , WESLACO, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 48, PAGE 144, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, ON THE NORTH BY LAS BRISAS DEL ORO UNIT NO. 5, WESLACO, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 35, PAGE 13, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, BOUND ON THE EAST BY THAT CERTAIN 12.781 ACRE TRACT OF LAND CONVEYED TO AND HELD BY THE CITY OF WESLACO CARVED OUT OF SAID 17.948 ACRE TRACT OUT OF SAID FARM TRACT 1046; SAID 4.73 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID FARM TRACT 1046 LOCATED IN THE CENTER OF MILE 2 ½ WEST ROAD; THENCE, AS FOLLOWS:

SOUTH 89 DEGREES 59 MINUTES 40 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID FARM TRACT 1046 AND THE NORTH LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 757.88 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 00 DEGREES 00 MINUTES 41 SECONDS WEST, A DISTANCE OF 465.37 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR AN OUTSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 89 DEGREES 59 MINUTES 19 SECONDS WEST, AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 270.01 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR AN INSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, SOUTH 00 DEGREES 00 MINUTES 41 SECONDS WEST, A DISTANCE OF 219.49 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON INTERSECTION WITH THE SOUTH LINE OF SAID 17.948 ACRE TRACT FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 321.51 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON THE SOUTHWEST CORNER OF SAID 17.948 ACRE TRACT FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, NORTH, COINCIDENT WITH A WESTERN LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 18.51 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT AND LOCATED ON A CURVE WHOSE RADIUS IS 550.0 FEET FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, WITH SAID CURVE, AN ARC LENGTH DISTANCE OF 4.67 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET AT THE END OF SAID CURVE FOR A WESTERN CORNER OF SAID 17.948 ACRE TRACT FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(7) THENCE, WEST, CONTINUING COINCIDENT WITH THE SOUTH LINE OF SAID 17.984 ACRE TRACT, A DISTANCE OF 20.33 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON AN OUTSIDE CORNER OF SAID 17.984 ACRE TRACT FOR AN OUTSIDE WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(8) THENCE, NORTH, COINCIDENT WITH A WESTERN LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 153.28 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT FOR A WESTERN CORNER OF SAID OF THIS HEREIN DESCRIBED TRACT;

(9) THENCE, NORTH 83 DEGREES 06 MINUTES 55 SECONDS EAST, COINCIDENT WITH A WESTERN LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 20.15 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(10) THENCE, NORTH 76 DEGREES 23 MINUTES 18 SECONDS EAST, COINCIDENT WITH A WESTERN LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 174.30 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(11) THENCE, NORTH 83 DEGREES 06 MINUTES 37 SECONDS EAST, COINCIDENT WITH A WESTERN CORNER OF SAID 17.948 ACRE TRACT, A DISTANCE OF 102.84 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(12) THENCE, NORTH 89 DEGREES 20 MINUTES 36 SECONDS EAST, COINCIDENT WITH A WESTERN LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 20.75 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(13) THENCE, NORTH 03 DEGREES 43 MINUTES 44 SECONDS WEST, COINCIDENT WITH A WESTERN LINE OF SAID 17.948 ACRE TRACT, A DISTANCE OF 121.11 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT BEING ON A CURVE TO THE RIGHT WHOSE RADIUS IS 834.0 FEET FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(14) THENCE, WITH SAID CURVE TO THE RIGHT AND BEING COINCIDENT WITH A WESTERN LINE OF SAID 17.948 ACRE TRACT, AN ARC LENGTH DISTANCE OF 28.86 FEET THROUGH A DELTA ANGLE OF 01 DEGREES 58 MINUTES 58 SECONDS AND A CHORD DIRECTION OF NORTH 87 DEGREES 18 MINUTES 00 EAST TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON A WESTERN CORNER OF SAID 17.948 ACRE TRACT FOR A WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(15) THENCE, NORTH, COINCIDENT WITH A WESTERN LINE OF SAID 17.984 ACRE TRACT, A DISTANCE OF 334.77 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON THE NORTHWEST CORNER OF SAID 17.948 ACRE TRACT FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(16) THENCE, NORTH 89 DEGREES 59 MINUTES 40 SECONDS EAST, A DISTANCE OF 283.45 FEET TO THE POINT OF BEGINNING, CONTAINING 4.73 ACRES OF LAND, MORE OR LESS.

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of May 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of June 2021.

ORDINANCE NO. 2021-17

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1108 W PIKE BLVD. ALSO BEING 0.55 ACRE TRACT OF LAND OUT OF, FARM TRACT 3, WEST & ADAMS TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, R-2 DUPLEX AND APARTMENT DISTRICT 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-2 Duplex and apartment district to B-2 secondary and highway business district located at 1108 W Pike Blvd. Also being 0.55-acre tract of land out of, farm Tract 3, West & Adams Tract 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 18th day of May 2021
.
PASSED AND APPROVED on second reading at a regular meeting of the City Commission this1st day of June 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. NEW BUSINESS

A. Discussion and consideration after public hearing on the Adoption and Designation of the Weslaco Reinvestment Zone No. 1 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Andrew Muñoz, Airport Director/Assistant City Manager, stated staff solicited comments as required for 30 consecutive days; public hearing held with no comments received; notified all taxing entities with no response received of the city's intent to adopt and designate Reinvestment Zone No. 1 for the University Apartments located downtown. Staff recommended approval to adopt and designate a Weslaco Reinvestment Zone No. 1 for the University Apartments.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve the adoption and designation of a Weslaco Reinvestment Zone No. 1 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration on Resolution 2021-34 authorizing grant agreements with the Texas Water Development Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Vidal Roman, Finance Director, stated the city applied to the TWDB for financial assistance for drainage improvements; city was approved for loans and a grant; the resolution authorizes agreements be executed and a requirement in order to receive the monies for the loans. Staff recommended approval.

Mike R. Perez, City Manager, stated the loan amount was a total of $3,331,000 and total grant in the amount of $2,711,000; recommended approval noting the subsequent item authorizes the issuance of certificates of obligation.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve Resolution No. 2021-34 authorizing grant agreements with Texas Water Development Board as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

RESOLUTION 2021-34

RESOLUTION BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS AUTHORIZING EXECUTION OF GRANT AGREEMENTS WITH THE TEXAS WATER DEVELOPMENT BOARD

WHEREAS, the City of Weslaco, Texas (the "City") has previously submitted applications to the Texas Water Development Board for financial assistance to fund certain drainage projects of the City;

WHEREAS, the Texas Water Development Board made a commitment to provide financial assistance for TWDB Project No. 40114 in the form of a loan in the amount of $1,051,000 and a grant in the amount of $1,951,708 and a loan of $2,280,000 and a grant in the amount of $760,000 for TWDB Project No. 40171 to the City to finance the drainage projects upon execution of respective agreements; therefore

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

SECTION 1. Approval of Agreements. The agreements setting out the terms and conditions of the financial assistance between the Texas Water Development Board and the City are approved and the City's Designated Representatives identified below are authorized to execute the agreements on behalf of the City.

SECTION 2. Authorization for Execution. The City Commission of the City hereby authorizes the City Manager, Assistant City Manager, or the Mayor of the City, each a Designated Representative of the City, to execute respective agreements with the Texas Water Development Board for TWDB Project No. 40114 and TWDB Project No. 40171.

SECTION 3. Effective Date. This Resolution shall become effectively immediately after its adoption. PASSED AND APPROVED, this the 1st day of June 2021.

ATTEST: By:/s/ Norma A. Cantu
City Secretary

By: /s/ David Suarez
Mayor

C. Discussion and consideration on Ordinance 2021-18 authorizing the issuance of "City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A"; approving the terms of a Resolution of the Texas Water Development Board; approving an application for financial assistance, a paying agent/registrar agreement and an escrow agreement; and making other provisions regarding the certificates and other matters related thereto and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-18. Possible action. (Staffed by City Manager.)

The City Manager stated ordinance allows the issuance of debt for library improvements; the proposed timeline to consider issuance of this debt was six to nine months away but with HB 1869 likely to pass (new legislation) would restrict how a city can issue debt; estimated debt would be $10,000,000 that would have monies for street and drainage improvements as well. Staff recommended approval and stated Bond Counsel, Dan Martinez, and Anne Berger Entrekin, Financial Advisor were available for any questions.

Anne Berger Entrekin. Hilltop Securities, stated as a result of low interest rates and zero percent interest loans with TWDB, the issuance of this debt should not have a tax rate impact based on preliminary analysis and taxable valuations to be certified.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Ordinance 2021-18 authorizing the issuance of City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A; approving terms of Resolution of the Texas Water Development Board as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve Resolution 2021-35 authorizing Publication of Notice of Intention to Issue Certificates of Obligation and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

The City Manager recommended approval of the resolution that authorizes publication of issuance of debt.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Resolution 2021-35 authorizing publication of Notice of Intention to Issue Certificates of Obligation as presented. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following is the resolution.

RESOLUTION 2021-35

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. 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 3. 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, SERIES 2021B" (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) improvements to the existing or the construction of a new City library; (ii) City street improvements; (iii) drainage improvements; and (iv) 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 August 3, 2021, in a maximum total amount expected not to exceed $10,000,000. 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 $38,346,000, the combined principal and interest required to pay all currently outstanding debt obligations of the City on time and in full is $49,460,032, the estimated combined principal and interest required to pay the Certificates of Obligation on time and in full is $13,515,249, the estimated interest rate for the Certificates of Obligation is 2.75%, 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.

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

E. Discussion and presentation on progress report on proposed projects discussed at City Commission Retreat. (Staffed by City Manager.)

The City Manager went over the mid-year expenditures approved during workshop discussion for Public Works, Engineering, Police, Airport and Parks going over the amount, date completed, estimated date of completion and comments from staff.

Report only no action required.

F. Discussion and consideration to solicit Requests for Bids for the Fire and Police Station with Municipal Court project and authorize the Mayor to execute any related documents. Possible

action. (Staffed by Airport Department.)

Andrew Muñoz presented renderings of the proposed fire and police with municipal court building; going over site plan, aerial view and parking; fire building is 14,600 square feet with five bays; police department was 32,000 square feet with a 5,000 detached square foot metal building (evidence storage); went over original and revised estimates as well as revenue sources that included issuance of certificates of obligations. Staff recommended approval to solicit bids as design plans were 100% complete.

In response to Mayor Pro Tem Muñoz, original total budget was $11,582,000 for fire and police to include ERO fees; revised budget $11,982,000 a difference of $400,000; does not include furniture, fixtures and equipment; owner provided items such as security code access and cameras and does not include cost for construction management testing estimating these expenditures at one million; revenues total was $14,500,000 comprised of certificates of obligations, sale of police department building and budgeted CIP (property acquisition). In response to Mayor Suarez, the RFP would be competitive sealed bids and a scoring matrix will be brought to the commission for approval.

Commissioner Lopez seconded by Mayor Pro Tem Muñoz moved to approve to solicit Requests for Bids for Fire and Police Station with Municipal Court project as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to solicit for Construction Management Services for the Fire and Police with Municipal Court project located at 301 N. Bridge and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

The City Manager recommended approval to solicit qualifications; this is a large project and will consider the use of Construction Manager in the event city staff is unable to oversee the project because of workload.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve to solicit for Construction Management Services for Fire and Police with Municipal Court project located at 301 N. Bridge as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to award RFB No.: 2020-21-20 for the purchase of Aircraft Tug in the amount not to exceed $43,168 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Andrew Munoz stated funding approved; current tug has exceeded its life use; two bids received one from JBT LEKTRO in an amount of $43,168 and TOWFLEXX in an amount of $75,000. Staff recommended lowest bidder JBT LEKTRO in an amount to exceed $43,168.

Commissioner Lopez seconded by Mayor Pro Tem Muñoz moved award JBT LEKTRO for purchase of Aircraft Tug in amount not to exceed $43,168 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to award RFB No.: 2020-21-19 for the purchase of a Utility Tractor in the amount not to exceed $56,700 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Andrew Muñoz stated funding approved; two bids received and evaluated. Staff recommended approval to award lowest respondent John Deere / Tellus Equipment in an amount of $56,700.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to award RFB No.: 2020-21-19 for purchase of Utility Tractor in the amount not to exceed $56,700 as presented. Motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration on Change Order #1 for the North Side Sports Complex for addition of 57 days to contract and Change Order #2 for deduct of sidewalks and additional trails in the amount of $52,122 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Omar Rodriguez, Parks and Recreation Director, stated Change Order #1would extend the contract by a total of fifty-seven (57) days because of weather delays (rain) and lab contracting delays; Change Order #2 deducts sidewalks, moves septic tank and connects additional trails to existing trails; contract cost remains the same $1,725,000 and work for additional trails is $52,122 to come out of the contingency fund. Staff recommended approval.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve Change Order #1 for North Side Sports Complex for addition of 57 days to contract and Change Order #2 for deduct of sidewalks and additional trails in the amount of $52,122 as presented. Motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration to approve change order #9 to the construction contract agreement in the amount of $42,960 for the Pleasantview & 11th St Drainage Improvements project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana, City Engineer, stated that the work under this change order would include installation of down drains on ten lots located East of Pleasantview and South of 18th street; drainage ditch improvements completed had berms raised to an elevation of 70’ and the improvements are affecting these existing properties located in the city’s ETJ. The properties naturally drain easterly towards the ditch; the proposed down drains will allow water to drain into the ditch. Staff recommended approval.

In response to Mayor Pro Tem Muñoz and Commissioner Pedraza, flap gates will be installed to assist with potential water backflow on properties located East of Pleasantview South of 18th

Street. The City Manager stated the concerns with properties West of 18th Street and further North of Pleasantview will see a decline in stormwater once an inlet is installed directing stormwater to the regional detention facility. Staff agreed to have the project engineer, Jose Reyes of SWG, available to address all concerns regarding design and construction of the project. The recommendation is to approve this and allow work to begin, and to direct commissions concerns to the project engineer for answers.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve change order #9 to the construction contract agreement in the amount of $42,960 for Pleasantview & 11th St. Drainage Improvement projects as presented. Motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration to award bid for the excavation of a regional detention facility (RDF) relating to Pleasantview Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Commissioner Lopez seconded by Commissioner Pedraza moved to approve.

The City Manager stated the regional detention facility for the Pleasantview project was to be excavated by staff and is 23acres; staff will also need to excavate at Mayor Pablo Pena Park sooner than anticipated as a result of loans and grants approved and time will not allow excavation of both projects by staff; bids were authorized for the excavation of the 23acres; bids were over a million dollars with lowest respondent, Total Commitment at $1,055,100. Staff recommended approval to award and authorize negotiations with the lowest respondent Total Commitment bringing back to the commission for approval for an amended contract because of negotiations.

In response to Mayor Pro Tem Muñoz, the request for bids clearly indicated the scope of work needed was stock piling of dirt (4 areas) to include transporting dirt and the estimated amount of cubic yard of materials to be transported (5miles longest); bids received were itemized stating the transporting material to the furthest distance was a high amount. Staff could reduce bid by revising scope of work evaluating what could be done inhouse. Staff can award to low bid and authorize negotiations.

Juan E. Gonzalez, City Attorney, stated the commission can award lowest respondent bid conditional to a negotiated contract to be approved by the commission.

Commissioner Lopez seconded by Mayor Pro Tem amended the original motion to award Total Commitment lowest respondent and authorized staff to negotiate the contract to be approved by the commission. Motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to approve Ordinance 2021-19 abandoning an existing 10-

foot utility easement along the south property line of Lot 22 Northcross Subdivision and authorize the Mayor to execute any related documents. First reading on Ordinance 2021-19. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Planning and Code Enforcement Director, stated the property owner requested the abandonment of the rear 10-foot utility easement to allow improvements proposed in the back yard; owner has obtained letters from the utility companies stating they do not object to the abandonment of the easement and city's water and sanitary sewer lines located in the front. Staff recommended approval to abandon the rear 10-foot utility easement.

Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to approve Ordinance 2021-19 abandoning an existing 10-ft utility easement along the south property line of Lot 22 Northcross Subdivision as presented. Motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration on Ordinance 2021-20 amending Ordinance No. 71-4 Codified in the Code of Ordinances as Chapter 62 Garbage, Trash and Rubbish adopting new regulation regarding placement of garbage bins near mailboxes and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-20. Possible action. (Staffed by Public Works Department.)

Olga Garza, Assistant Public Works Director, stated amendments to the Traffic Ordinance was approved regulating the parking of vehicles near mailboxes and discussions regarding placement of trash cans near mailboxes be regulated as well. The proposed ordinance adds a subsection for a new regulation for placement of garbage bins within 10 feet of a mailbox a building/structure, low hanging wires, or any fence located in a residential use area is prohibited. Staff recommended approval of Ordinance 2021-20.

Commissioner Pedraza seconded by Mayor Pro Tem Muñoz moved to approve Ordinance 2021-20 amending Ordinance No. 71-4 Codified in the Code of Ordinances as Chapter 26 Garbage, Trash and Rubbish adopting new regulation regarding placement of garbage bins near mailboxes as presented. Motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration to award RFB 2020-21-22 to Doggett Freightliner of South Texas for the purchase of a 40 Yd. Brush Grapple Truck and extended warranty in the amount not to exceed $194,640 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Olga Garza stated three bids were received; staff reviewed and evaluated and recommended to

award Doggett Freightliner of South Texas as the lowest respondent in the amount of $191,548 and recommended purchase of extended warranty in the amount $3,092 for a total award of $194,640. Staff would come back with a budget amendment at the next regular meeting.

Commissioner Lopez seconded by Mayor Pro Tem Muñoz moved to approve and award Doggett Freightliner of South Texas for the purchase of a 40-yd Brush Grapple Truck and extended warranty not to exceed $194,640 as presented. Motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration to approve an Interlocal Agreement between Leisure World and City of Weslaco for Water/Wastewater Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce, Deputy Public Works Director, stated the Texas Commission on Environmental Quality (TCEQ) requested service agreements for Trials End RV Park located at 2001 S. Texas and Leisure World RV Park located at 400 E. 18th Street; RV parks are being serviced by water and wastewater from the City; agreements will allow the State to remove the RV parks from their state's Public Water System data base. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve an Interlocal Agreement between Leisure World and City of Weslaco for Water/Wastewater Services as presented. Motion carried unanimously; Mayor Suarez was present and voting.

VI. EXECUTIVE SESSION

At 6:55 p.m. Mayor Pro Tem Muñoz seconded by Commissioner Lopez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:42 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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 Professional Services Agreement for Municipal Court Judge Samuel V. Sanchez as authorized by section §551.074 of the Texas Government Code.

No action.

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 relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.

No action.

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

No action.

F. Legal Consultation - Consultation with City Attorney regarding notice of potential claim from Lapeze & Johns PLLC representing Jorge Luis Colunga as authorized by section §551.071 of the Texas Government Code.

No action.

G. Legal Consultation - Consultation with City Attorney regarding use of real property as a roadway located on Midway Road South of Mile 5 as authorized by section §551.071 of the Texas Government Code

Commissioner Rodriguez, seconded by Commissioner Pedraza moved to authorize City Attorney respond and authorize City Manager to order a survey, if necessary, regarding use of real property as a roadway located on Midway Road South of Mile 5 as discussed in executive session. The motion carried unanimously.

H. 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.

No action.

I. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property described as a 0.726 acre of land out of Farm Tract 15 located

northeast of the US 83 Expressway in the West and Adams Tract Subdivision as authorized by section §551.072 of the Texas Government Code.

Commissioner Pedraza seconded by Commissioner Rodriguez moved for appraisal of city owned property and authorized staff negotiate for exchange of real property described as a 0.726 acre of land out of Farm Tract 15 for other property of equal value as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

J. Economic Development - Consultation with City Attorney regarding financial offer or other incentives for Project Good Times as authorized by section §551.087 of the Texas Government Code.

Commissioner Rodriguez seconded by Mayor Pro Tem Muñoz moved to authorize Mayor Suarez, Mayor Pro Tem Muñoz and Commissioner Lopez meet with Project Good Times representatives and discuss financial offer or incentives as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

VIII. ADJOURNMENT

Commissioner Rodriguez seconded by Mayor Pro Tem Muñoz moved to adjourn the meeting of June 01, 2021 at 7:44 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: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4268
From:	
Subject: Approval on Ordinance 2021-18 authorizing the issuance of "City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A"; approving the terms of a Resolution of the Texas Water Development Board; approving an application for financial assistance, a paying agent/registrar agreement and an escrow agreement; and making other provisions regarding the certificates and other matters related thereto and authorize the Mayor to execute any related documents. (First reading held June 1, 2021; 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 Ordinance - First Reading Ordinance - Final Reading	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**	
ADELAIDA VEGA Mike Perez	Created
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval	
Attachments, if any: O2021-18 Series 2021A bonds TWDB	
Responsibilities upon Approval:	

ORDINANCE 2021-18

ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF WESLACO, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A"; APPROVING THE TERMS OF A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; AND MAKING OTHER PROVISIONS REGARDING THE CERTIFICATES AND OTHER MATTERS RELATED THERETO

ORDINANCE 2021-18

ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF WESLACO, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A"; APPROVING THE TERMS OF A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; AND MAKING OTHER PROVISIONS REGARDING THE CERTIFICATES AND OTHER MATTERS RELATED THERETO

WHEREAS, the City Commission of the City of Weslaco (the "Issuer" or the "City") deems it advisable to issue Certificates of Obligation hereinafter described (the "Certificates") for the purposes specified in Section 1 hereof;

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to the Certificate of Obligation Act of 1971, Section 271.041 et seq, Texas Local Government Code, as amended and Chapter 1502, Texas Government Code, as amended (together, the "Act");

WHEREAS, pursuant to the said provisions of the Act, the city commission (the "City Commission") of the City authorized, and the City published notice of its intention to issue the Certificates authorized herein once a week for two consecutive weeks in a newspaper, as defined by the Texas Gov't. Code § 2051.041 et seq., as amended, that is of general circulation in the City, with the first publication of such notice occurring before the 45th day before the date hereof;

WHEREAS, as of the date hereof, neither the City Secretary nor any other official of the City has received a petition signed by at least five percent of the qualified voters of the City protesting the issuance of the Certificates authorized herein;

WHEREAS, the Texas Water Development Board (the "TWDB") has approved a loan (the "Loan") to the City in the amount of $3,331,000 upon the terms and conditions as outlined in the Texas Water Development Board's Resolution adopted on May 20, 2021;

WHEREAS, it is hereby officially found and determined that public notice of the time, place and purpose of the meeting at which this Ordinance was approved was given, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code as amended; and

WHEREAS, it is considered to be in the best interest of the City that the Certificates be issued and the terms hereafter provided are the most reasonable available and are hereby determined by the City Commission to be in the best interest of the City.

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

Section 1. Authorization of the Certificates. There is hereby authorized to be issued and delivered, a series of certificates of the City to be known as "CITY OF WESLACO, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A" (the "Certificates") in the original aggregate principal amount of $3,331,000, payable from and secured by a subordinated lien on the Net Revenues as specified in Section 12 and further payable from the proceeds of an ad valorem tax levied upon all taxable property within the City, within the limitation prescribed by law, for the purpose of 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 certain City-owned public property, specifically being: (1) drainage improvements including channel widening and a drainage pond; and (2) payment of contractual obligations for professional services in connection therewith (to wit: architectural, engineering, financial advisory, and legal).

Section 2. Designation, Date, Denominations, Numbers, and Maturities of the Certificates. The Certificates shall be dated as of June 1, 2021 shall be in denominations of $1,000 each or any integral multiple thereof, shall be numbered I-1 for the Initial Certificate and consecutively from R-1 upward for the Definitive Certificates and shall mature on August 15 in each of the years as provided below unless theretofore called for redemption prior to maturity in accordance with the provisions of the Form of the Certificates contained in Section 6 hereof, and the Certificates shall bear interest at the rates per annum shown below from the date of initial delivery and payable on August 15, 2021 and on each February 15 and August 15 thereafter through the respective maturity date or earlier redemption, to wit:

Years of Stated Maturity (August 15)	Principal Installment	Interest Rate	Years of Stated Maturity (August 15)	Principal Installment	Interest Rate

Section 3. Paying Agent/Registrar. The principal of and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of and interest on the Certificates shall be without exchange or collection charges to the Owner (as hereinafter defined) of the Certificates.

The selection and appointment of [U.S. Bank, National Association, Houston, Texas,] to serve as the initial Paying Agent/Registrar for the Certificates is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the "Register") for the registration, payment and transfer of the Certificates, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and City may prescribe. The Paying Agent/Registrar has agreed to keep a copy of the Register at its offices, or its agent's offices, located in Houston, Texas. The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Certificates are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The City reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the City agrees to promptly cause a written notice of this substitution to be sent to each Owner of the Certificates by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Both principal of and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Certificates appearing on

the Register (the "Owner" or "Owners") maintained on behalf of the City by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest thereon, and (ii) on the date of surrender of the Certificates for purposes of receiving payment of principal thereof upon redemption of the Certificates or at the Certificates' Stated Maturity. The City and the Paying Agent/Registrar, and any agent of either, shall treat the Owner as the owner of a Certificate for purposes of receiving payment and all other purposes whatsoever, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of the Certificates shall be payable only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its corporate trust office. Interest on the Certificates shall be paid to the Owner whose name appears in the Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Certificates (the "Record Date") and shall be paid (i) by check sent by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Owner appearing in the Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Owner at the Owner's risk and expense.

While TWDB is the Owner of the Certificates, the principal or redemption price of the Certificates shall be payable by wire transfer without exchange or collection charges. Otherwise, principal or redemption price of the Certificates shall be payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender, as they respectively become due and payable, at the principal trust office of the Paying Agent/Registrar. As long as TWDB is the owner of the Certificates, the interest on each Certificate shall be payable by wire transfer without exchange or collection charges dated as of the interest payment date. Otherwise, interest on each Certificate shall be payable in any coin or currency of the United States of America mailed by the Paying Agent/Registrar on or before each interest payment date to the Owner of record as of the Record Date.

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

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the Special Payment Date - which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 4. Right of Prior Redemption. (a) Optional Redemption. The City reserves the right to redeem the Certificates at any time, in whole or part, in inverse order of maturity, in principal amounts of $1,000 or any integral multiple thereof, at the option of the City, at the redemption price of par thereof plus accrued interest to the date fixed for redemption. If less than all of the Certificates of a particular maturity are to be redeemed, the particular Certificates or portions thereof to be redeemed shall be selected at random and by lot by the Paying Agent/Registrar on behalf of the City.

(b) Notice of Redemption. Notice of any redemption shall be given as provided in the FORM OF CERTIFICATES included in Section 6 hereof. If such notice of redemption is given, and if due

provision for such payment is made, the Certificates, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, and shall not bear interest after the date fixed for their redemption, and shall not be regarded as being outstanding except for the right of the Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Register all such redemptions of principal of the Certificates or any portion thereof. By the date fixed for any such redemption due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates, or the portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given and if due provision for such payment is made, all as provided above, the Certificates, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities and shall not bear interest after the date fixed for their redemption and shall not be regarded as being outstanding except for the right of the Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $1,000, at the written request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon the surrender thereof for cancellation, at the expense of the City all as provided in this Ordinance.

Section 5. Initial Certificate; Exchange or Transfer of Certificate. Initially, one Certificate (the "Initial Certificate") numbered I-1 and being in the principal amount of the Certificate shall be registered in the name of the Purchaser and shall be executed and submitted to the Attorney General of Texas for approval, and thereupon certified by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, by manual signature, and the Initial Certificate shall be effective and valid without the Authentication Certificate being signed by the Paying Agent/Registrar. At any time thereafter, the Owner may deliver the Initial Certificate to the Paying Agent/Registrar for exchange, accompanied by instructions from the Owner or designee designating the persons, maturities, and principal amounts to and in which the Initial Certificate is to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall thereupon, within not more than three days, register and deliver such Certificates upon authorization of the City as provided in such instructions.

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

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

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

Section 6. General Characteristics and Form of the Certificates. The Certificates shall be issued, shall be payable, may be redeemable prior to their scheduled maturities, shall have the characteristics, and shall be signed and executed (and the Certificates shall be sealed) all as provided and in the manner indicated in the form set forth below. The Form of the Certificates, the Form of the Registration of the Comptroller of Public Accounts of the State of Texas to be printed and manually endorsed on each of the Initial Certificate, the Form of the Authentication, and the Form of Assignment, which shall be, respectively, substantially as follows, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Ordinance, and the definitions contained within each such form shall apply solely to such form:

FORM OF DEFINITIVE CERTIFICATE

R-_____ $_____
REGISTERED REGISTERED

United States of America
State of Texas
CITY OF WESLACO, TEXAS
TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2021A

DATED DATE:	INTEREST RATE:	MATURITY DATE:	DELIVERY DATE:	CUSIP NUMBER
June 1, 2021	%		July 22, 2021	

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS
($_____)

THE CITY OF WESLACO, TEXAS (the "City"), a body corporate and municipal corporation located in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof (the "Owner"), on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Delivery Date specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until such principal sum has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year commencing August 15, 2021.

PRINCIPAL OF THIS CERTIFICATE shall be payable to the Owner, upon presentation and surrender, at the corporate trust office of U.S. Bank, National Association, Houston, Texas (the "Paying Agent/Registrar") executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Owner of this Certificate whose name appears on the Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the

month next preceding each interest payment date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on the appropriate date of payment by United States mail, first-class postage prepaid, to the Owner hereof at the address appearing in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Owner hereof at the Owner's risk and expense.

While TWDB is the owner ("Owner") of the Certificates, the principal or redemption price of the Certificates shall be payable by wire transfer without exchange or collection charges. Otherwise, principal or redemption price of the Certificates shall be payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender, as they respectively become due and payable, at the principal trust office of the Paying Agent/Registrar. As long as TWDB is the owner of the Certificates, the interest on each Certificate shall be payable by wire transfer without exchange or collection charges dated as of the Interest Payment Date. Otherwise, interest on each Certificate shall be payable in any coin or currency of the United States of America mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date.

THIS CERTIFICATE is one of the series specified in its title issued in the aggregate principal amount of $3,331,000 (the "Certificates") pursuant to an Ordinance adopted by the governing body of the City (the "Ordinance"), for the purpose of 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 certain City-owned public property, specifically being: (1) drainage improvements including channel widening and a drainage pond; and (2) payment of contractual obligations for professional services in connection therewith (to wit: architectural, engineering, financial advisory, and legal).

THE CITY RESERVES THE RIGHT to redeem the Certificates at any time, in whole or part in part, in inverse order of maturity, in integral multiples of $1,000, at the option of the City, at a redemption price of par thereof plus accrued interest to the date fixed for redemption. If less than all of the Certificates of a particular maturity are to be redeemed, the particular Certificates or portions thereof to be redeemed shall be selected at random and by lot by the Paying Agent/Registrar on behalf of the City.

NOTICE OF ANY REDEMPTION shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the Owner of each Certificate, or portion thereof to be redeemed, at its address as it appeared on the Registration Books on the 45th day prior to such redemption date; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption, due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for this Certificate or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Certificate, or the portion thereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/ Registrar shall record in the Registration Books all such redemptions of principal of this Certificate or any portion hereof. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $1,000, at the written request of the

Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

IF THE DATE for the payment of the principal of or interest on the Certificates shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding business day; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THE CERTIFICATES OF THIS SERIES are payable from the proceeds of an ad valorem tax levied upon all taxable property within the City, within the limitations prescribed by law, and are further payable from and secured by a lien on and pledge of the Pledged Revenues, being the Net Revenues derived from the operation of the City's waterworks sewer system (the "System"), such lien on and pledge of the Net Revenues being subordinate and inferior to the lien on and pledge of such Net Revenues securing payment of any Prior Lien Obligations issued by the City. The City previously authorized the issuance of the currently outstanding Subordinate Lien Obligations, and Limited Pledge Obligations (which are payable, in part, from and secured by a lien on and pledge of a limited amount of the Net Revenues) in the manner provided in the ordinances authorizing the issuance of the currently outstanding Subordinate Lien Obligations, and the Limited Pledge Obligations. In the Ordinance, the City reserves and retains the right to issue Additional Prior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations, while the Certificates are Outstanding, without limitation as to principal amount but subject to any terms, conditions, or restrictions as may be applicable thereto under law or otherwise. Capitalized terms used herein have the same meanings assigned in the Ordinance.

REFERENCE IS HEREBY MADE to the Ordinance, copies of which are on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Owner by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions under which the City may issue Additional Prior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Owner; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance.

THIS CERTIFICATE, subject to certain limitations contained in the Ordinance, may be transferred at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Owner hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

THE CITY AND THE PAYING AGENT/REGISTRAR, and any agent of either, shall treat the Owner hereof whose name appears on the Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by

the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" - which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Certificates does not exceed any constitutional or statutory limitation. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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

CITY OF WESLACO, TEXAS

_____ _____

City Secretary Mayor

(CITY SEAL)

* * *

FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS*

***Attach to or print on Initial Certificate only**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has examined and finds that this Certificate has been issued in conformity with the Constitution and laws of the State of Texas and is a valid and binding obligation of the City of Weslaco, Texas, and further that this Certificate has been registered this day by me.

WITNESS my signature and seal of office this _____.

(COMPTROLLER'S SEAL) _____

Comptroller of Public Accounts
of the State of Texas

* * *

FORM OF AUTHENTICATION CERTIFICATE
***Attach to or print on definitive Certificate only**

AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in and delivered pursuant to the within-mentioned Ordinance, and this Certificate has been issued in conversion of and exchange for, or replacement of, a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

U.S. BANK, NATIONAL ASSOCIATION
Houston, Texas
as Paying Agent/Registrar

Registration Date: _____ By_____
Authorized Signature

* * *

FORM OF ASSIGNMENT

ASSIGNMENT

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

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

_____
the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

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

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

The following abbreviations, when used in the Assignment above or on the face of the within Certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

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

Additional abbreviations may also be used though not in the list above.

* * *

FORM OF INITIAL CERTIFICATE

The Initial Certificate shall be in the form set forth above for the Definitive Certificate, except the following shall replace the first two paragraphs:

NO. I-1 $3,331,000

United States of America
State of Texas
CITY OF WESLACO, TEXAS
TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2021A

DATED DATE: JUNE 1, 2021

DELIVERY DATE: JULY 22, 2021

REGISTERED OWNER: TEXAS WATER DEVELOPMENT BOARD

PRINCIPAL AMOUNT: THREE MILLION THREE HUNDRED THIRTY ONE THOUSAND AND NO 100 DOLLARS

THE CITY OF WESLACO, TEXAS (the "City"), a body corporate and municipal corporation in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof (the "Owner"), the Principal Amount specified above stated to mature on the fifteenth day of August in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

YEAR OF STATED MATURITY	PRINCIPAL INSTALLMENT	INTEREST RATE

(Information to be inserted from schedule in Section 2 hereof.)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the delivery date specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates of interest specified above computed on the basis of a 360-day year of

twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing August 15, 2021.

PRINCIPAL OF THIS CERTIFICATE shall be payable to the Owner hereof upon its presentation and surrender, at the corporate trust office of U.S. Bank, National Association, Houston, Texas (the "Paying Agent/Registrar"). Interest shall be payable to the Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last day of the month next preceding each interest payment date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Owner hereof at the address appearing in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Owner hereof.

* * *

[END OF FORMS]

Section 7. Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Section 27 of this Ordinance have the meanings assigned to them in Section 27 of this Ordinance, and all such terms include the plural as well as the singular; (ii) all references in this Ordinance to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Ordinance as a whole and not to any particular Section or other subdivision.

"Additional Limited Pledge Obligations" means (i) any bonds, certificates, warrants, certificates or other obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a limited pledge of and lien on Net Revenues on a parity with the Limited Pledge Obligations, which pledge of revenues all as further provided in Section 18 of this Ordinance and (ii) any obligations issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

"Additional Prior Lien Obligation means (i) any bonds, certificates, warrants, or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues on a parity with the Prior Lien Obligations, all as further provided in Section 18 of this Ordinance, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a subordinate lien on and pledge of the Net Revenues as determined by the City Commission in accordance with any applicable law.

"Additional Subordinate Lien Obligations" means (i) any bonds, certificates, warrants, or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues, all as further provided in Section 18 of this Ordinance on a parity with the Subordinate Lien Obligations, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a subordinate lien on and pledge of the Net Revenues as determined by the City Commission in accordance with any applicable law.

"City" means the City of Weslaco, located in Hidalgo County, Texas and, where appropriate, the City Commission of the City.

"Certificates" means the $3,331,000 "CITY OF WESLACO, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A" authorized by this Ordinance.

"Certificate Fund" means the special fund created and established by the provisions of Section 8 of this Ordinance.

"Closing Date" means the date of physical delivery of the Initial Certificate in exchange for the payment of the agreed purchase price for the Certificates.

"Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

"Debt Service Requirement" shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

"Depository" shall mean an official depository bank of the City.

"Fiscal Year" means the annual financial accounting period for the System now ending on September 30th of each year; provided, however, that the City Commission may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

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

"Gross Revenues" shall mean all of the revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System.

"Interest Payment Date" means the date semiannual interest is payable on the Certificates, being February 15 and August 15 of each year, commencing August 15, 2021, while any of the Certificates remain Outstanding.

"Limited Pledge Obligations" means the currently outstanding Series 2018 Certificates and any Additional Limited Pledge Obligations.

"Maintenance and Operating Expenses" means all reasonable and necessary expenses required for the efficient operation and maintenance of the System as authorized by the provisions of Section 1502.056 of the Texas Government Code, as amended, including, without limitation, administrative expenses, management fees, salaries, labor fees, materials, contractual and professional services necessary for keeping the System in good condition and working order, making all needed repairs, and providing for all needed periodic and non-recurring items of maintenance, as in the judgment of the City Commission, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining Net Revenues.

"Net Revenues" means all gross revenues of the System after deducting the Maintenance and Operating Expenses of the System, including all salaries, labor, material, repairs, and extensions necessary to render efficient services. Depreciation and payments into and out of the Interest and Sinking Fund, and the Reserve Fund shall never be considered as expenses of operation and maintenance.

"Ordinance" means this "Ordinance Authorizing the Issuance of City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A; Approving the Terms of a Resolution of the Texas Water Development Board Approving an Application for Financial Assistance, a Paying Agent/Registrar Agreement and an Escrow Agreement; and Other Matters Related Thereto."

"Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates issued and delivered under this Ordinance, except those Certificates:

(a) canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(b) for which payment has been duly provided by the City in accordance with the provisions of Section 29 of this Ordinance; and

(c) that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided by this Ordinance.

"Owner" or "Owners" shall mean the registered owner, whose name appears in the Register, for any Certificate.

"Pledged Revenues" means, while the Certificates remain Outstanding, and at the sole discretion of the City, the Net Revenues after payment of the Prior Lien Obligations. The Pledged Revenues will be deposited, allocated, and expended in accordance with Section 8 of this Ordinance.

"Prior Lien Obligations" means (i) any bonds, certificates, warrants, or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues and any other Additional Prior Lien Obligations, all as further provided in Section 18 of this Ordinance and (ii) any obligations issued to refund the foregoing that are payable from and secured by a prior and first lien on and pledge of the Net Revenues as determined by the City Commission in accordance with any applicable law.

"Purchaser" shall mean the Texas Water Development Board.

"Series 2012 Certificates" means (i) the currently outstanding and unpaid Certificates payable from ad valorem taxes and additionally payable from and secured by a lien on and subordinate pledge of the Pledged Revenues (as defined in the ordinance authorizing the issuance of the Series 2012 Certificates), more particularly described as the "City of Weslaco, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012," dated January 15, 2012, and (ii) obligations hereafter issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

"Series 2013 Certificates" means (i) the currently outstanding and unpaid Certificates payable from ad valorem taxes and additionally payable from and secured by a lien on and subordinate pledge of the Pledged Revenues (as defined in the ordinance authorizing the issuance of the Series 2013 Certificates), more particularly described as the "City of Weslaco, Texas Combination Tax and Revenue Certificates of Obligation, Series 2013," dated August 15, 2013, and (ii) obligations hereafter issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

"Series 2014 Certificates" means (i) the currently outstanding and unpaid Certificates payable from ad valorem taxes and additionally payable from and secured by a lien on and subordinate pledge of the Pledged Revenues (as defined in the ordinance authorizing the issuance of the Series 2014 Certificates), more particularly described as the "City of Weslaco, Texas Combination Tax and Revenue Certificates of Obligation, Series 2014," dated March 1, 2014, and (ii) obligations hereafter issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

"Series 2018 Certificates" means (i) the currently outstanding and unpaid Certificates payable from ad valorem taxes and additionally payable from and secured by a limited pledge of and lien on net revenues of the System (as defined in the ordinance authorizing the issuance of the Series 2018 Certificates), more particularly described as the "City of Weslaco, Texas Combination Tax and Revenue Certificates of Obligation, Series 2018," dated September 15, 2018, and (ii) obligations hereafter issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

"Stated Maturity" means the annual principal payments of the Certificates payable on August 15 of each year the Certificates are Outstanding as set forth in Section 2 of this Ordinance.

"Subordinate Lien Obligations" means the (i) the Series 2012 Certificates, (ii) the Series 2013 Certificates, (iii) the Series 2014 Certificates and (iv) the Certificates when issued, and any Additional Subordinate Lien Obligations.

"System" means the City's entire existing waterworks and sewer system, together with all future extensions, enlargements, additions, replacements, and improvements thereto.

"System Fund" means the fund described in Section 13.

Section 8. Certificate Fund; Project Fund. (a) Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Certificates, there shall be and is hereby created a special fund to be designated "TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A, INTEREST AND SINKING FUND" (the "Certificate Fund"), which fund shall be kept and maintained at the Depository, and money deposited in such fund shall be used for no other purpose and shall be maintained as provided in Section 27. Authorized officials of the City are hereby authorized and directed to make withdrawals from said fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Certificate fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately

available funds to be deposited with the Paying Agent/Registrar on or before the fifteenth day next preceding each interest and principal payment date for the Certificates.

The City, after the deduction of all payments required to be made to the special funds or accounts created for the payment, security, and benefit of any Prior Lien Obligations issued by the City, and any amounts budgeted to be paid there from in such Fiscal Year, shall deposit the Pledged Revenues to the Certificate Fund. The Pledged Revenues, if deposited, shall be expended annually to pay principal of and interest on the Certificates as the same become due and payable. The Pledged Revenues shall be accounted for and transferred to the Paying Agent/Registrar in accordance with the provisions of the previous paragraph of this Section.

Premium, if any, received from the Initial Purchaser of the Certificates shall be deposited to the Certificate Fund and ad valorem taxes levied and collected for the benefit of the Certificates shall be deposited to the Certificate Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

(b) Project Fund. A special "City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A Project Fund" (the "Project Fund") is hereby created and shall be established and maintained by the City at the Depository. The Project Fund is the fund into which the net proceeds excluding premium, if any, of the Certificates shall be deposited, and money in the Project Fund shall be used to pay the costs necessary or appropriate to accomplish the purposes for which the Certificates are issued. Accrued interest and premium, if any, shall be deposited into the Certificate Fund.

Section 9. Investments and Security. (a) Investment of Funds. Except as otherwise provided herein, the City may place money in any fund created by this Ordinance in time or demand deposits or invest such money as authorized by the Texas Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, consistent with the investment policy approved by the City; provided, however, that the City hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued. Obligations purchased as an investment of money in a fund shall be deemed to be a part of such fund.

(b) Amounts Received from Investments. Except as otherwise provided by law, amounts received from the investment of any money in the Project Fund may only be used for one of the purposes for which the Certificates have been issued or deposited in the Certificate Fund. Any amounts received from the investment of the Certificate Fund shall be deposited in the Certificate Fund.

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

(d) Remaining Funds. Any amounts remaining in the Project Fund after the purposes for which the Certificates are issued have been accomplished shall be deposited to the Certificate Fund and the Project Fund shall be closed.

Section 10. Perfection of Security. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the proceeds of ad valorem taxes thereto as well as the pledge of the Pledged Revenues additionally securing the Certificates and such pledges are, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledges of the ad valorem taxes and Pledged Revenues are to be subject to the filing requirements of Chapter 9, Texas Business & Commerce

Code, in order to preserve to the registered owners of the Certificates a security interest in such pledges, the City agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledges to occur.

Section 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Certificates being (i) the interest on the Certificates and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars valuation of taxable property in the City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Commission hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Commission establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Commission shall determine:

(i) the amount of Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year; provided, however, that funds in satisfaction of the constitutional annual sinking fund requirement as heretofore provided in this Section 11 must be collected and deposited in the Certificate Fund each year.

(ii) the amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Pledged Revenues, if any, to be appropriated and allocated during such year to pay such Debt Service Requirements, if any, prior to the Collection Date for the ad valorem taxes to be levied; and

(iii) the amount of Pledged Revenues, if any, to be appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding Fiscal Year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (i) above less the sum total of the amounts established in paragraphs (ii) and (iii), after taking into consideration delinquencies and costs of collecting such annual taxes.

Section 12. Pledge of Revenues. The City hereby covenants and agrees that, subject to any prior lien on and pledge of the Net Revenues of the System to the payment and security of (i) any Prior Lien Obligations, the Pledged Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates and the pledge of Pledged Revenues herein made for the payment of the

Certificates shall constitute a lien on the Pledged Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City.

Section 13. System Fund. The City hereby covenants and agrees that all Gross Revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and money of the City and shall be deposited as collected into the "CITY OF WESLACO, TEXAS WATERWORKS AND SEWER SYSTEM FUND" (the "System Fund"). All money deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown:

First: To the payment of the reasonable and proper Maintenance and Operating Expenses required by statute or ordinances authorizing the issuance of any indebtedness of the City to be a first charge on and claim against the Gross Revenues;

Second: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Prior Lien Obligations;

Third: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Subordinate Lien Obligations; and

Fourth: To the payment of the amounts that may be deposited in the special funds and accounts established for the payment of any Limited Pledge Obligations, hereafter issued by the City.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment, security, and benefit thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

Section 14. Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 15. Reserved.

Section 16. Rates and Charges. The City hereby covenants and agrees with the Owners of the Certificates that rates and charges for water and sewer services afforded by the System will be established and maintained to provide Gross Revenues sufficient at all times:

(a) to pay all operating, maintenance, depreciation, replacement, betterment, and other costs incurred in the maintenance and operation of the System, including, but not limited to, Maintenance and Operating Expenses;

(b) to produce Net Revenues sufficient, together with any other lawfully available funds, to pay (i) the interest on and principal of any Prior Lien Obligations issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, (ii) the interest on and principal of any Subordinate Lien Obligations as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, and (iii) the amounts that may

be deposited in the special funds established for the payment of the currently outstanding Limited Pledge Obligations;

(c) to pay other legally incurred indebtedness payable from the Net Revenues and/or secured by a lien on the System or the Net Revenues thereof; and

(d) deposit as collected all revenues derived from the operation of the System into the System Fund.

Section 17. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Owners of any of the Certificates shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

Section 18. Issuance of Additional Prior Lien Obligations, Additional Subordinate Lien Obligations, and Additional Limited Pledge Obligations. The City hereby expressly reserves the right to hereafter issue bonds, certificates, warrants, certificates, or other obligations, payable, wholly or in part, as appropriate, from and secured by a pledge of and lien on the Net Revenues of the System with the following priorities, without limitation as to principal amount, but subject to any terms, conditions, or restrictions applicable thereto under existing ordinances, laws, or otherwise:

(a) Prior Lien Obligations payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System in accordance with any ordinances authorizing any Prior Lien Obligations;

(b) Subordinate Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is subordinate and inferior to the lien on and pledge thereof securing the payment of any Prior Lien Obligations issued and hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the Limited Pledge Obligations; and

(c) Limited Pledge Obligations secured by a lien on and pledge of a limited amount of the Net Revenues in accordance with the provisions of the following paragraph:

Prior Lien Obligations and Subordinate Lien Obligations, may be payable, in whole or in part, from Net Revenues (without impairment of the obligation of contract with the Owners of the Prior Lien Obligations, the Subordinate Lien Obligations, or the Limited Pledge Obligations) upon such terms and conditions as the City Commission may determine. Limited Pledge Obligations, shall not in any event be construed to be payable from the Pledged Revenues authorized by this Ordinance or in the ordinances authorizing the issuance of the Prior Lien Obligations to be budgeted and appropriated for the payment of the Certificates or the Prior Lien Obligations, as appropriate. However, the lien on and pledge of the limited amount of Net Revenues securing, in part, the payment of any Limited Pledge Obligations shall

be subordinate and inferior to the pledge of and lien on the Net Revenues securing the payment of any Prior Lien Obligations, and Subordinate Lien Obligations.

Section 19. Covenants of the City. The City hereby further covenants that:

(a) General Covenants. It has the lawful power to pledge the Pledged Revenues supporting the Certificates and has lawfully exercised said powers under the laws of the State of Texas, including power existing under the Act, and the City's Home Rule Charter;

(b) Title. Other than for the payment of the currently outstanding Subordinate Lien Obligations and Limited Pledge Obligations, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System;

(c) Liens. As long as any Certificates or any interest thereon remain Outstanding, the City will not sell, lease, or encumber (except in the manner provided in Section 19 of this Ordinance) the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System; and

(d) No Free Service. No free service of the System shall be allowed, and should the City or any of its agents or instrumentalities make use of the services and facilities of the System, payment of the reasonable value thereof shall be made by the City out of funds from sources other than the revenues and income of the System.

(e) Insurance. (1) The City shall insure all work during construction and upon completion which is being financed with proceeds of the Certificates and proceeds from the TWDB grant program in any amount sufficient to project the TWDB's interest in the Project as required by 31 TAC Section 375.91(b)(2)(k). The City shall cause to be insured such parts of the System as would usually be insured by municipal corporations operating like properties, against risks, accidents or casualties against which and to the extent insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney of the City gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. All insurance premiums shall be paid as an expense of operation of the System. At any time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the owners of the Certificate and their representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the City shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the City. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the City for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be deposited in a special and separate trust fund, at an official depository of the City, to be designated the Insurance Account. The Insurance Account shall be held until such time as other

funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required.

(2) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance as required hereunder, and shall state whether or not all insurance premiums upon the insurance policies to which reference is made have been paid.

(f) Records. The City will keep proper books of record and account in which full, true and correct entries will be made of all dealings, activities, and transactions relating to the System, the Net Revenues, and the Funds created pursuant to this Ordinance, and all books, documents and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any owner of the Certificate or citizen of the City. To the extent consistent with the provisions of this Ordinance, the City shall keep its books and records in a manner conforming to GAAP as usually would be followed by private corporations owning and operating a similar System, with appropriate recognition being given to essential differences between municipal and corporate accounting .practices.

(g) Audits. After the close of each Fiscal Year while any of the Certificates are outstanding, an audit will be made of the books and accounts relating to the System and the Net Revenues by an independent CPA or an independent firm of CPAs. No later than 180 days after the close of each Fiscal year, a copy of such audit shall be mailed to the Municipal Advisory Council of Texas, to each paying agent for any bonds payable from Net Revenues, to any Registered Owner who shall so request in writing, and to the Texas Water Development Board for so long as the Texas Water Development Board is a holder of any bonds of the City payable from revenues of the System. The annual audit reports shall be open to the inspection of the Registered Owner and their agents and representatives at all reasonable times.

(h) Governmental Agencies. The City will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorization, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the System.

(i) No Competition. It will not operate, or grant any franchise or, to the extent it legally may, permit the acquisition, construction, or operation of, any facilities which would be in competition with the System, and to the extent that it legally may, the City will prohibit any such competing facilities.

(j) Compliance with the Texas Water Development Board's Rules and Regulations; Insurance. The City covenants to comply with (i) the rules and regulations of the Texas Water Development Board, including, but not limited to, Chapter 15, Subchapter J, Texas Water Code, (ii) the loan document provisions, and (iii) the grant conditions imposed under the TWDB Resolution No. 20-051.

(i) Notwithstanding any other term, condition, requirement or provision contained in this Ordinance, the agency rules and loan document provisions shall control to the extent of any conflict between the Ordinance and such agency rules or such loan document provisions.

(ii) The City agrees to implement an approved water conservation plan.

(iii) The City agrees to comply with any special conditions of the environmental determination issued by the Executive Administrator and affirmed by the Texas Water Development Board.

(k) Special Covenants.

(i) Annual Audit. The City shall perform an annual audit using generally accepted accounting practices.

(ii) Use of Loans Proceeds. The City covenants that all loan proceeds will be timely and expeditiously used as required by federal statute and EPA regulations. The City will adhere to an Executive Administrator-approved project schedule, which shall not be altered except for good cause shown and only with the written approval of the Executive Administrator.

(iii) Surplus Proceeds. The City shall not use loan proceeds from the Certificates that are determined to be surplus proceeds remaining after completion of the Project except for the following purposes as approved by the Executive Administrator: (1) to redeem, in inverse annual order, the Certificates owned by the TWDB; or (2) deposit into the Interest and Sinking Fund or other debt service account for the payment of interest or principal on the Certificates owned by the TWDB.

(iv) Environmental Indemnification/Hold Harmless Provision. The City covenants that the loan proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The City shall indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.

(v) Remedies. In addition to all the rights and remedies provided by the laws of the State of Texas, the City has covenanted and agreed that in the event the City (i) defaults in the payment of principal of the Certificates when due, or (ii) fails to make the payments to the funds required by this Ordinance, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the following remedies shall have available as stated in this Ordinance. The registered owner or owners of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring officers of the City, to observe and perform any covenant, obligation or condition prescribed in this order. No delay or omission to exercise any right or power accruing upon any default shall impair any such power or right or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies provided are cumulative of all other available remedies and the specification of such shall not be deemed to be exclusive. The TWDB may exercise all remedies available to it in law or equity. Any provisions in this Ordinance or the Certificates restricting or limiting TWDB's full exercise of these remedies shall be of no force and effect.

(vi) Outlay Reports. The City shall submit outlay reports with sufficient documentation on costs (e.g.; invoices, receipts) on a quarterly or monthly basis in accordance with the Texas Water Development Board's outlay report guidelines.

(vii) Final Accounting. The City shall render a final accounting to the Texas Water Development Board in reference to the total cost incurred by the City for the Project together with a copy of "as built" plans of the Project upon completion.

(viii) Standard Emergency Discovery. The City will comply with the standard emergency discovery conditions for threatened and endangered species and cultural resources, as more fully specified in the final environmental finding of the Executive Administrator.

(ix) TWDB Requirements. Notwithstanding anything herein or otherwise to the contrary, the City agrees to the following:

(1) The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 375.3, 33 U.S.C. § 1388, and related State Revolving Fund Policy Guidelines;

(2) That upon completion of the project to be financed with the proceeds of the Ordinances, the proper officials of the City shall cause to be prepared and submitted to the TWDB the following documentation:

(A) a final accounting of the total costs of the project and the expenditure of funds therefor; and

(B) a copy of the construction plans for the project as built and completed.

(3) In addition to other information required by the TWDB, said final accounting shall identify all funds utilized or represented to be available in the City's application, from whatever source derived.

(4) Prior to closing, the City shall adopt and implement the water conservation program approved by the TWDB.

(5) That the City will notify the Executive Administrator, prior to taking any actions, of any intent to alter its legal status in any manner, including, but not limited to, conversion to a conservation or reclamation district or the sale-transfer-merger with another retail public utility.

(6) That the City will not convey or transfer its Ordinances held by TWDB to another entity without the prior written approval of the conveyance and assumption by the TWDB.

(7) That the City will comply with all conditions as specified in the final environmental finding of the Executive Administrator, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.

(8) Neither the City nor a related party to the City will acquire any of the TWDB’s Source Series Ordinances in an amount related to the amount of the Ordinances.

Section 20. Application of the Covenants and Agreements of the Prior Lien Obligations. It is the intention of the City Commission and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administering and application of Gross Revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in the ordinances authorizing the issuance of any Prior Lien Obligations issued or hereafter issued by the

City; provided, however, that the Owners of the Certificates expressly recognize the priority of rights and benefits with respect to the Net Revenues that may be conferred to the Owners of any Prior Lien Obligations hereafter issued by the City.

Section 21. Notices to Owners, Waiver. Wherever this Ordinance provides for notice to Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Owner as it appears in the Register.

In any case where notice to Owners is given by mail, neither the failure to mail such notice to any particular Owner, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Owners. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 22. Cancellation. All Certificates surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be destroyed as directed by the City.

Section 23. Mutilated, Destroyed, Lost, and Stolen Certificates. If (1) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate or payment in lieu thereof, under this Section, the City may require payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

Section 24. Sale of Certificate; Approval of TWDB Proceedings. The Initial Certificates are hereby sold and shall be delivered to the Purchaser for cash at the price of par and upon the terms and conditions set forth in the resolution of the Purchaser a copy of which is attached as Exhibit "C". It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Certificates shall initially be registered in the name of the Purchaser.

(a) Legal Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to their being furnished an opinion of Winstead PC, Bond Counsel, such opinion to be dated and delivered as of the date of delivery and payment for the Certificates.

(b) Registration and Delivery. Upon the registration of the Initial Certificate, the Comptroller of Public Accounts of the State of Texas is authorized and instruct to deliver the Initial Certificate pursuant to the instruction of the Mayor for delivery to the Purchaser.

In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, and the contract executed in connection with the sale of the Certificates , the Mayor, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Certificates, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance, and the contract executed in connection with the sale of the Certificates and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

(c) Investments; Funds Secured. Money in all funds created, or continued, by this Ordinance (the "Funds") shall be invested in investments authorized by the Public Funds Investment Act, and, to the extent not invested, shall be secured in the- manner prescribed by the Public Funds Collateral Act (V.T.C.A., Government Code, Chapter 2257).

(d) [RESERVED].

(e) Registration and Delivery. Upon the registration of the Initial Certificate, the Comptroller is authorized and instructed to deliver the Initial Certificate, pursuant to the instruction of the City Mayor, for delivery to the Purchaser.

Section 25. Proceeds of the Sale and Available Funds of the System. (a) Promptly after the delivery of the Certificates, the proceeds from the sale and delivery of the Certificates shall be deposited to the escrow fund to be created and maintained separately from all other funds of the City, as further provided in the Escrow Agreement (defined below), and to be used for the purpose of funding the Project, subject to being withdrawn only with the approval of the Executive Administrator of the Purchaser or another designated representative under the terms of the Escrow Agreement, in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257. The City shall enter into one or more escrow agreements (the "Escrow Agreement") between the City and U.S. BANK NATIONAL ASSOCIATION, as escrow agent, substantially in the form attached hereto as Exhibit "B", is adopted herein for purposes of this ordinance. The City shall render a final accounting to the TWDB in reference to the total cost incurred by the City for the improvements described herein.

(b) Costs of Issuance. Proceeds in an amount equal to the costs of issuance of the Certificates shall be applied to pay such costs as the City may arrange.

(c) Unused Proceeds. Unused proceeds, which are those funds unspent after the original approved project is completed, shall be used for enhancements to the original Project that are explicitly approved by the Executive Administrator. If no enhancements are authorized by the Executive Administrator, the City shall submit a final accounting and disposition of any unused funds.

(d) Surplus Proceeds. The City shall use any loan proceeds from the Certificates that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner as approved by the Executive Administrator.

Section 26. Covenants to Undertake Continuing Disclosure. On the basis of the private placement exception to the continuing disclosure requirements set forth in SEC Rule 15c2-12 (the "Rule"), 17 CFR 240.15c2-12, the City has not and does not undertake to provide continuing information about its financial condition, results of operation or other data subsequent to the issuance of the Certificates. Notwithstanding the foregoing, the City covenants to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by the Rule and determined as if the Texas Water Development Board was a "participating underwriter" with the meaning of the Rule, such continuing disclosure undertaking being for the benefit of the Texas Water Development Board and the beneficial owner of the Certificates if the Texas Water Development Board sells or otherwise transfers any of the Certificates and the beneficial owners of the Texas Water Development Board's bonds if the City is an obligated person with respect to the Texas Water Development Board's bonds under the Rule. On that basis, the City hereby agrees to provide continuing disclosure as set forth below:

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access system being established by the MSRB.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2020, financial information and operating data with respect to the City of the general type included in the Private Placement Memorandum authorized by this Ordinance being the information described therein. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the Private Placement Memorandum, or such other accounting principles as the City may be required to employ from time to

time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

The City shall file notice of the following events with respect to the Certificates to the MSRB through EMMA in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

7. Modifications to rights of the holders of the Certificates;

8. Redemption calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Certificates, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City.

13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the

entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 11 of this Ordinance that causes Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OF OBLIGATION OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH

PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 27. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except to the extent that it will not cause the Certificates to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(i) own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except as would not cause the Certificates to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with

such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except as would not cause the Certificates to become "arbitrage bonds" within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Advance Refundings. The City shall restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings).

(i) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder or except to the extent the City complies with Subsection J of this Section:

(j) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(i) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 48(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(ii) As additional consideration for the purchase of the Certificates by the Underwriters and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the

Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, 100% of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, 90% of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iii) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within 180 days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(k) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(l) Certificates Not Hedge Bonds.

(i) The City reasonably expects to spend at least 85% of the spendable proceeds of the Certificates within three years after such Certificates are issued.

(ii) Not more than 50% of the proceeds of the Certificates will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(m) Elections. The City hereby directs and authorizes the Mayor, City Manager, City Secretary, or City Attorney, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document.

Section 28. Book-Entry-Only System. (a) The definitive Certificates shall be initially issued in the name of Cede & Co., as nominee of DTC, as Owner of the Certificates, and held in custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Certificates. Beneficial owners of definitive Certificates will not receive physical delivery of Certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Certificates as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other person purchasing, selling, or otherwise transferring beneficial ownership of Certificates is to receive, hold, or deliver any Certificates. No person shall acquire or hold any beneficial interest in any Certificate representing a portion of the principal amount of such Certificate which is other than $1,000 or an integral multiple thereof.

Replacement definitive Certificates may be issued directly to beneficial owners of Certificates other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Certificates (which determination shall become effective no less than 90 days after written notice to such effect to the City and the Paying Agent/Registrar); or (ii) the City has advised DTC of its determination (which determination is conclusive as to DTC and beneficial owners of the

Certificates) that DTC is incapable of discharging its duties as securities depository for the Certificates; or (iii) the City has determined (which determination is conclusive as to DTC and the beneficial owners of the Certificates) that the interests of the beneficial owners of the Certificates might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any event described in (i) or (ii) above, the City shall use its best efforts to attempt to locate another qualified securities depository. If the City fails to locate another qualified securities depository to replace DTC, the City shall cause to be executed, authenticated, and delivered replacement Certificates, in certificate form, to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the City. In the event that the City makes the determination described in (iii) above and has made provisions to notify the beneficial owners of Certificates of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Certificates in certificate form to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the City. The City undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in (ii) or (iii) above.

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

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

Section 29. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Certificates pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Certificates to the Underwriter.

Furthermore, the Mayor, City Manager, City Secretary, or City Attorney, either or all, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Certificates, the approval of the Attorney General, and their registration by the Comptroller of Public Accounts and, together with the City's financial advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificate to the Initial Purchaser and the initial exchange thereof for definitive Certificates.

Section 30. Defeasance. (a) Except to the extent provided in subsection (c) of this Section, any Certificate, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Ordinance (a "Defeased Certificate") when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a person described by Section 1207.061(a), Texas Government Code, as amended (a "Depository"), with respect to the safekeeping, investment, administration, and disposition of a deposit made under Section 1207.061, Texas Government Code, as amended, for such payment (the "Deposit") (A) lawful money of the United States of America sufficient to make such payment or (B) Government Obligations, which may be in book-entry form, that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment of any Defeased Certificate. To cause a Certificate scheduled to be paid on a date later than the next scheduled interest payment date on such Certificate to become a Defeased Certificate, the City must, with respect to the Deposit, enter into an escrow or similar agreement with a Depository.

(b) In connection with any defeasance of the Certificates, the City shall cause to be delivered: (i) in the event an escrow or similar agreement has been entered into with a Depository to effectuate such defeasance, a report of an independent firm of nationally recognized certified public accountants, the City's financial advisor, or the Paying Agent verifying the sufficiency of the escrow established to pay the Defeased Certificates in full on the maturity date thereof (the "Verification"); or (ii) in the event no escrow or similar agreement has been entered into, a certificate from the City Manager or Financial Advisor of the City certifying that the amount deposited with a Depository is sufficient to pay the Defeased Certificates in full on the maturity date thereof. In addition to the required Verification or certificate, the City shall also cause to be delivered an opinion of nationally recognized bond counsel to the effect that the Defeased Certificates are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Certificates. The Verification, if any, and each certificate and opinion required hereunder shall be acceptable in form and substance, and addressed, if applicable, to the Paying Agent/Registrar and the City. The Certificates shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

(c) At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, and all herein required criteria have been met, such Certificate and the interest thereon shall no longer be outstanding or unpaid and shall no longer be entitled to the benefits of the pledge of the security interest granted under this Ordinance, and such principal and interest shall be payable solely from the Deposit of money or Government Obligations.

(d) Any money so deposited with a Depository may at the written direction of the City also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government Obligations received by a Depository which is not required for the payment of the Defeased Certificates and interest thereon, with respect to which such money has been so deposited, shall be used as directed in writing by the City.

(e) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 31. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 32. Ordinance a Contract; Amendments; Outstanding Certificates. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Certificates. This Ordinance shall constitute a contract with the Owners from time to time, binding on the City and its successors and assigns, and it shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Owners holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (2) give any preference to

any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition, or rescission.

Section 33. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, and the Owners, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, Bond Counsel, Paying Agent/Registrar, and the Owners.

Section 34. Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

Section 35. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 36. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Commission hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 37. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 38. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Commission of the City.

Section 39. Authorization of Paying Agent/Registrar Agreement. The City Commission of the City hereby finds and determines that it is in the best interest of the City to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, and transferability of the Certificates. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

Section 40. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 41. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

Section 42. No Recourse Against City. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Certificate or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificate.

Section 43. Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Private Placement Memorandum, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and Escrow Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor or the City Manager and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Private Placement Memorandum, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 44. Attorney General Examination Fee. The City recognizes that under Section 1202.004, Texas Government Code, the Attorney General of Texas requires a nonrefundable examination fee be paid at the time of submission of the transcript of proceedings authorizing the Certificates and that, based upon the principal amount of the Certificates, such fee is $3,331.00. Bond Counsel is accommodating the City by paying such fee upon submission of such transcript. Officials of the City are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Certificates are ever delivered and such amount is hereby appropriated from available funds for such purpose. The City is also authorized to reimburse the fund used for such payment with proceeds of the Certificates.

Section 45. Titles Not Restrictive. The titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

PASSED AND ADOPTED on June 1, 2021.

CITY OF WESLACO, TEXAS

/s/ David Suarez
Mayor

ATTEST:

/s/ Norma Cantu
City Secretary

(CITY SEAL)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of June 1, 2021 (the "Agreement"), by and between the CITY OF WESLACO, TEXAS (the "City"), U.S. BANK NATIONAL ASSOCIATION, Houston, Texas, a national banking association duly organized and existing under the laws of the United States of America and authorized to transact business in the State of Texas (the "Bank").

RECITALS

WHEREAS, the City has duly authorized and provided for the issuance of its "City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A" (the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

WHEREAS, the Securities are scheduled to be delivered to the initial purchaser thereof as provided in the "Ordinance" (hereinafter defined);

WHEREAS, the City has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the City and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I. APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The City hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the City the principal and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the Ordinance.

The City hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the City books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the City hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the City on or before 90 days prior to the close of the Fiscal Year of the City, and shall be effective upon the first day of the following Fiscal Year.

In addition, the City agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II. DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank Office" means the designated corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the City in writing of any change in location of the Bank Office.

"Fiscal Year" means the fiscal year of the City, ending September 30.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"City Request" and "City Ordinance" means a written request or order signed in the name of the City by the Mayor, the City Secretary, or the Finance Director of the City, any one or more of said officials, delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Ordinance" means the order of the governing body of the City pursuant to which the Securities are issued, certified by the Secretary of the City Commission or any other officer of the City and delivered to the Bank.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

"Redemption Date" when used with respect to any Certificate to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate

trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the City providing for the registration and transfer of the Securities.

"Stated Maturity" means the date specified in the Ordinance the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions. The terms "Bank," City," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE III. PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the City, pay on behalf of the City the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the City, pay on behalf of the City the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates. The City hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

ARTICLE IV. REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the City at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the City and subject to such reasonable regulations as the City and the Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates. The City shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.03. List of Security Holders. The Bank will provide the City at any time requested by the City, upon payment of the required fee, a copy of the information contained in the Security Register. The City may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the City, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the City so that the City may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.04. Return of Cancelled Certificates. The Bank will, at such reasonable intervals as it determines, surrender to the City, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.05. Mutilated, Destroyed, Lost or Stolen Securities. The City hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the City and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

Section 4.06. Transaction Information to City. The Bank will, within a reasonable time after receipt of written request from the City, furnish the City information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE V. THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof. The Bank is also authorized to transfer funds relating to the closing and final delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the City's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the financial advisor or the City as the final closing memorandum. The Bank shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Transfer of Funds. The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum approved by the City as prepared by the City's financial advisor or other agent.

Section 5.03. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its

face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by City.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.04. Recitals of City. The recitals contained herein with respect to the City and in the Securities shall be taken as the statements of the City, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the City, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.05. May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledge of Securities and may otherwise deal with the City with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.06. Money Held by Bank. A special depository account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the City and held hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities, shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for deposits of public funds by an instrumentality and political subdivision of the State of Texas to the extent that such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

All funds at any time and from time to time provided to or held by the Bank hereunder shall be deemed, construed, and considered for all purposes as being provided to or held by the Bank in trust. The Bank acknowledges, covenants, and represents that it is acting herein in trust in relation to such funds, and is not accepting, holding, administering, or applying such funds as a banking depository, but solely as a paying agent for and on behalf of the Security thereto. The Holders shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally. The funds provided to the Bank hereunder shall not be subject to warrants, drafts or checks drawn by the City and, except as expressly provided herein, shall not be subject to compromise, setoff, or other charge or diminution by the Bank.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the unclaimed property laws of the State of Texas and any provisions in the Ordinance to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has

become due and payable will be paid by the Bank to the issuer, and the Holder of such Security shall thereafter look only to the City for payment thereof, and all liability of the Bank with respect to such money shall thereupon cease. If the City does not elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code, as amended.

Section 5.07. Indemnification. To the extent permitted by law, the City agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.08. Interpleader. The City and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the City are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The City and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.09. Depository Trust Company Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," currently in effect, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.10. Reporting Requirements of Paying Agent/Registrar. To the extent required by the Code and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the City, to report to the owners of the Certificates and the Internal Revenue Service (i) the amount of "reportable payments", if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Certificates and (ii) the amount of interest or amount treating as interest on the Certificates and required to be included in gross income of the owner thereof.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the City or the Bank shall be mailed or delivered to the City or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the City shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the City and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and City mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities. Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the City.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Anti-Boycott Verification. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.12. Iran, Sudan, and Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Bank nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF WESLACO, TEXAS

By: _____
Title: Mayor

Address: 255 South Kansas Avenue
Weslaco, Texas 78596

[SEAL]

Attest:

_____
Title: City Secretary

U.S. BANK NATIONAL ASSOCIATION

By: _____

Title: _____

Address: 5555 San Felipe Street, Suite 1150
Houston, Texas 77056

EXHIBIT A

Fee Schedule

EXHIBIT B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), made by and between City of Weslaco, a political subdivision of the State of Texas in Hidalgo County, Texas, (the "City"), acting by and through the City Manager and U. S. BANK NATIONAL ASSOCIATION, as Escrow Agent together with any successor in such capacity;

W I TN E S S E T H:

WHEREAS, pursuant to an Ordinance adopted on June 1, 2021 (the "Ordinance"), the City of Weslaco authorized the issuance of $3,331,000 City of Weslaco, Texas Tax and Revenue Certificates of Obligation, Series 2021A (the "Certificates"), pursuant to which Ordinance the City will accept certain contractual obligations to obtain financial assistance from the Texas Water Development Board (the "TWDB") for the purpose of funding certain drainage improvements (the "Project"); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition to the City receiving financial assistance from the TWDB is the deposit of the proceeds of the Certificates (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Certificates, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). Upon the delivery of the Certificates, the Proceeds identified under TWDB Commitment Number(s) L1001214 and L1001298 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (Escrow Account(s)) maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled "City of Weslaco Certificates of Obligation, Texas Water Development Board L1001214 and L1001298 Escrow Account" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Proceeds were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this

Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger,

consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

U.S. BANK NATIONAL ASSOCIATION
5555 San Felipe Street, Suite 1150
Houston, Texas 77056

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

Mayor
City of Weslaco, Texas
255 South Kansas Avenue
Weslaco Texas 78596

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: **COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account(s).

SECTION 19: ANTI-BOYCOTT VERIFICATION. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Escrow Agent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

SECTION 20: IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Escrow Agent nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

City of Weslaco, Texas

By: _____
Authorized Representative

Date: _____

Address: City of Weslaco, Texas
255 South Kansas Avenue
Weslaco, Texas 78596

(Seal)

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

By: _____
Title: _____

Date: _____

Address:

(Bank Seal)

EXHIBIT A

Fee Schedule

EXHIBIT C

RESOLUTION OF TWDB

See Tab No. ___

4838-6095-6641v.4 52494-1 5/24/2021

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4269

From:
REBEKAH DE LA FUENTE

Subject:
Approval on Ordinance 2021-19 abandoning an existing 10-foot utility easement along the south property line of Lot 22 Northcross Subdivision and authorize the Mayor to execute any related documents. (First reading held June 1, 2021; staffed by Planning & Code Enforcement Department.)

Background:
The property owner of 401 Northcross is requesting the abandonment of the rear 10-foot utility easement. The property owner is applying for a pool permit and does not have ample space for its construction and is currently proposed over the existing easement. The property has obtained letters from the utility companies stating that they do not have any objection to the abandonment of the easement. The City of Weslaco water and sanitary sewerlines currently run along the front of the properties along the roadway.

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature
Ordinance - First Reading
Ordinance - Final Reading

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

ADELAIDA VEGA	Created/Initiated
REBEKAH DE LA FUENTE	New
Mike Perez	

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Abandonment of Utility Easement- 401 Northcross- Memo, Request letter to the city of weslaco, Texas Gas Service- No objection letter - 401 N Cross, AEP- 401 N Cross Av UE abandonment, Northcross- Addressed Plat, O2021-19 abandon 10 ft easement

Lot 22, Northcross
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

M E M O

TO: Mayor and City Commission

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

RE: Abandonment of Utility Easement- 401 Northcross

DATE: May 25, 2021

The property owner of 401 Northcross is requesting the abandonment of the rear 10-foot utility easement. The property owner is applying for a pool permit and does not have ample space for its construction and is currently proposed over the existing easement. The property has obtained letters from the utility companies stating that they do not have any objection to the abandonment of the easement. The City of Weslaco water and sanitary sewer lines currently run along the front of the properties along the roadway.

Thank you,

Rebekah de la Fuente, CFM

Rio Pools RGV: 10 ft abandonment at 401 N. Cross St.
To: City Of Weslaco
Planning department

Good Morning, we are requesting a 10 ft. abandonment to the rear of the property at 401 N. Cross St In the city of Weslaco,Tx. We have submitted AEP and Texas gas service letters. For any questions please contact me at 956-777-9581. Thank you for your time.

-Anthony Davila
Rio Pools RGV

Texas Gas Service
A Division of ONE Gas

5602 E. Grimes Road
Harlingen, Texas 78550
956-444-3900 • texasgasservice.com

May 6, 2021

Anthony Davila
401 N Cross Ave
Weslaco, TX 78596

RE: No Objection Notification
10 Ft Utility Easement Abandonment

Dear Mr. Davila,

This letter is to inform you that Texas Gas Service, a Division of ONE Gas, Inc., (TGS), has reviewed your request regarding an existing 10 ft utility easement that you wish to abandon at the rear of the property located at 401 N Cross Ave in Weslaco, Texas. Texas Gas Service, (TGS), has a 2" gas main that runs along the north side of N Cross Ave that will not be affected by your request; we have no objection.

Please call 811 prior to any future excavations to mark all utilities.

Should you have any questions or require further information, please do not hesitate to contact our office at (956) 444-3900.

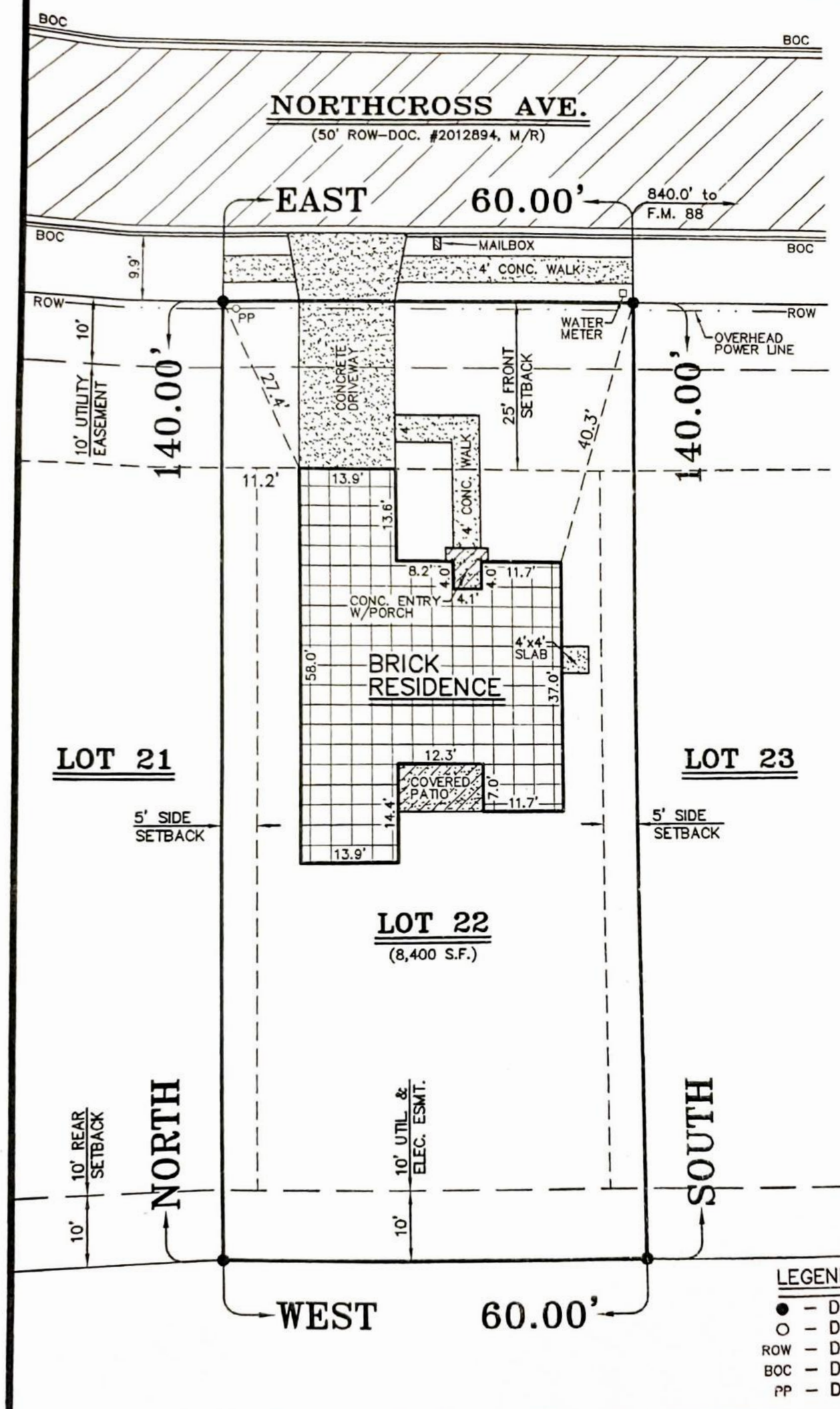
Respectfully,

Rene C. Casares, P.E.
Texas Gas Service – Engineering Manager

ART SALINAS
ENGINEERING & SURVEYING

1524 DOVE AVENUE, McALLEN, TEXAS 78504 PH: (956) 618-5565 FAX: (956) 618-5540

T.B.P.L.S. FIRM No.: 10004000



SCALE: 1"=20'

FLOOD ZONE CERTIFICATION: The property shown hereon lies in Zone "X". Zone "X" areas are areas determined to be outside 500-year flood plain as per F.E.M.A. Flood Insurance Rate Map No. 480334-0450-C dated 06-06-00.

PLAT NOTES:

1. There are no discrepancies, conflicts, shortages in area or boundary lines, encroachments, overlapping of improvements or visible or apparent easements except as shown on this plat.
2. This survey plat is prepared in connection with Title Policy G.F. # 157388 and does not guarantee title. This survey is for the exclusive use of the client named hereon and may not be copied or transferred to another party without the express written consent of the surveyor.
3. This survey must contain an embossed seal and an original signature to be valid as per Section 661.46 and Section 663.19 of the "The Professional Land Surveying Practices Act".
4. This is a standard survey and does not include a subsurface utility or topographic investigation.
5. Statutory easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9. (Blanket)
6. Easements for roadways, canals, ditches, etc., as shown by instrument dated January 18, 1918, recorded in Volume 66, Page 521, Deed Records of Hidalgo County, Texas. (Blanket)
7. Subject to any oil, gas and mineral lease of record.
8. Bearing Basis: "N. line of Lot 22, Northcross Subdivision"

BORROWER(s): Sandra Marin

LEGEND

- ● – DENOTES FOUND 1/2" ROD
- O – DENOTES NO MONUMENT
- ROW – DENOTES RIGHT OF WAY
- BOC – DENOTES BACK OF CURB
- PP – DENOTES POWER POLE

THIS IS TO CERTIFY THAT I HAVE, THIS DATE, PREPARED A SURVEY ON THE PROPERTY WHICH IS LOCATED AT 401 NORTHCROSS AVE., in WESLACO, TEXAS, DESCRIBED AS FOLLOWS:
ALL OF LOT 22, NORTHCROSS SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP FILED JULY 2, 2009 UNDER DOCUMENT NUMBER 2009-2012894 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES.

18-54688
Job No.

11-15-18
Date

©COPYRIGHT 2018 ART SALINAS ENGINEERING INC. THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMED HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.

STATE OF TEXAS
ARTURO A. SALINAS

AEP TEXAS

An AEP Company

BOUNDLESS ENERGY™

May 12, 2021

Sandra Marin
401 N. Cross Avenue
Weslaco, TX 78599-8738

RE: 10' foot Utility Easement, 401 N. Cross Ave., Weslaco, TX

To Whom It May Concern,

AEP Texas Inc (AEP) has reviewed your request regarding a 10' utility easement located at the Rear-end property line of Lot 22, NORTHCROSS SUBDIVISION, in the City of Weslaco, Hidalgo County, Texas and further known as 401 N. Cross Avenue, Weslaco, Tx 78599.

AEP has determined that we have no interest and do hereby relinquish any right to any future distribution use of the designated 10' foot utility easement as shown in Exhibit "A."

AEP Texas Inc does not hereby abandon any other easements on the property it might have obtained through other means. Please do not hesitate to contact AEP if you have further questions at (956) 626-2617.

Sincerely,
AEP TEXAS INC

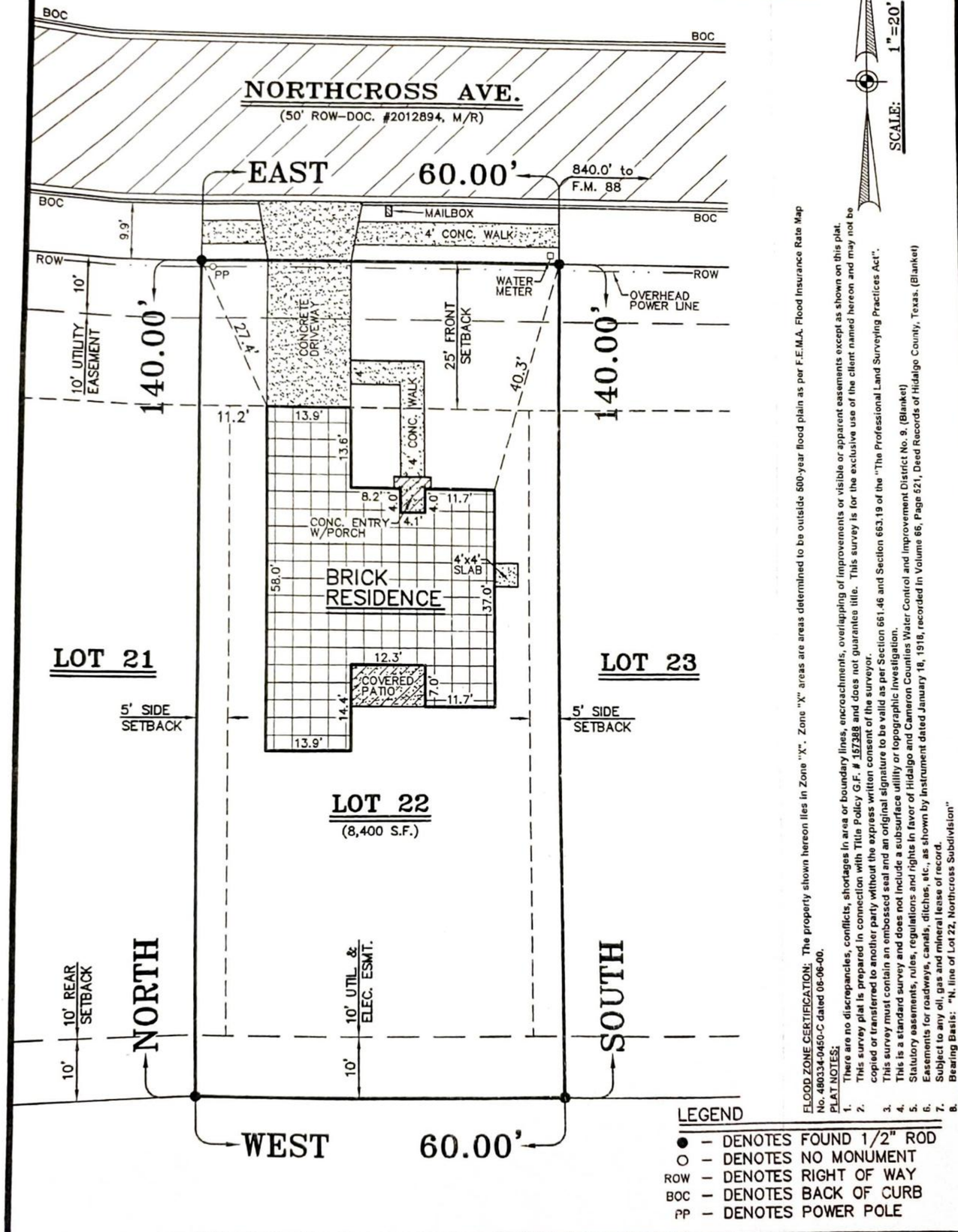
Mario G. Campos
Right-of-Way Agent
Rio Grande Valley District

Exhibit "A"

ART SALINAS
ENGINEERING & SURVEYING

1524 DOVE AVENUE, McALLEN, TEXAS 78504 PH: (956) 618-5565 FAX: (956) 618-5540

T.B.P.L.S. FIRM No.: 10004000



SCALE: 1"=20'

FLOOD ZONE CERTIFICATION: The property shown hereon lies in Zone "X". Zone "X" areas are areas determined to be outside 500-year flood plain as per F.E.M.A. Flood Insurance Rate Map No. 480334-0450-C dated 06-06-00.

PLAT NOTES:

1. There are no discrepancies, conflicts, shortages in area or boundary lines, encroachments, overlapping of improvements or visible or apparent easements except as shown on this plat.
2. This survey plat is prepared in connection with Title Policy G.F. # 157388 and does not guarantee title. This survey is for the exclusive use of the client named hereon and may not be copied or transferred to another party without the express written consent of the surveyor.
3. This survey must contain an embossed seal and an original signature to be valid as per Section 661.46 and Section 663.19 of the "The Professional Land Surveying Practices Act".
4. This is a standard survey and does not include a subsurface utility or topographic investigation.
5. Statutory easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9. (Blanket)
6. Easements for roadways, canals, ditches, etc., as shown by instrument dated January 18, 1918, recorded in Volume 66, Page 521, Deed Records of Hidalgo County, Texas. (Blanket)
7. Subject to any oil, gas and mineral lease of record.
8. Bearing Basis: "N. line of Lot 22, Northcross Subdivision"

BORROWER(s): Sandra Marin

LEGEND

- ● – DENOTES FOUND 1/2" ROD
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- BOC – DENOTES BACK OF CURB
- PP – DENOTES POWER POLE

THIS IS TO CERTIFY THAT I HAVE, THIS DATE, PREPARED A SURVEY ON THE PROPERTY WHICH IS LOCATED AT 401 NORTHCROSS AVE., in WESLACO, TEXAS, DESCRIBED AS FOLLOWS:
ALL OF LOT 22, NORTHCROSS SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP FILED JULY 2, 2009 UNDER DOCUMENT NUMBER 2009-2012894 IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES.

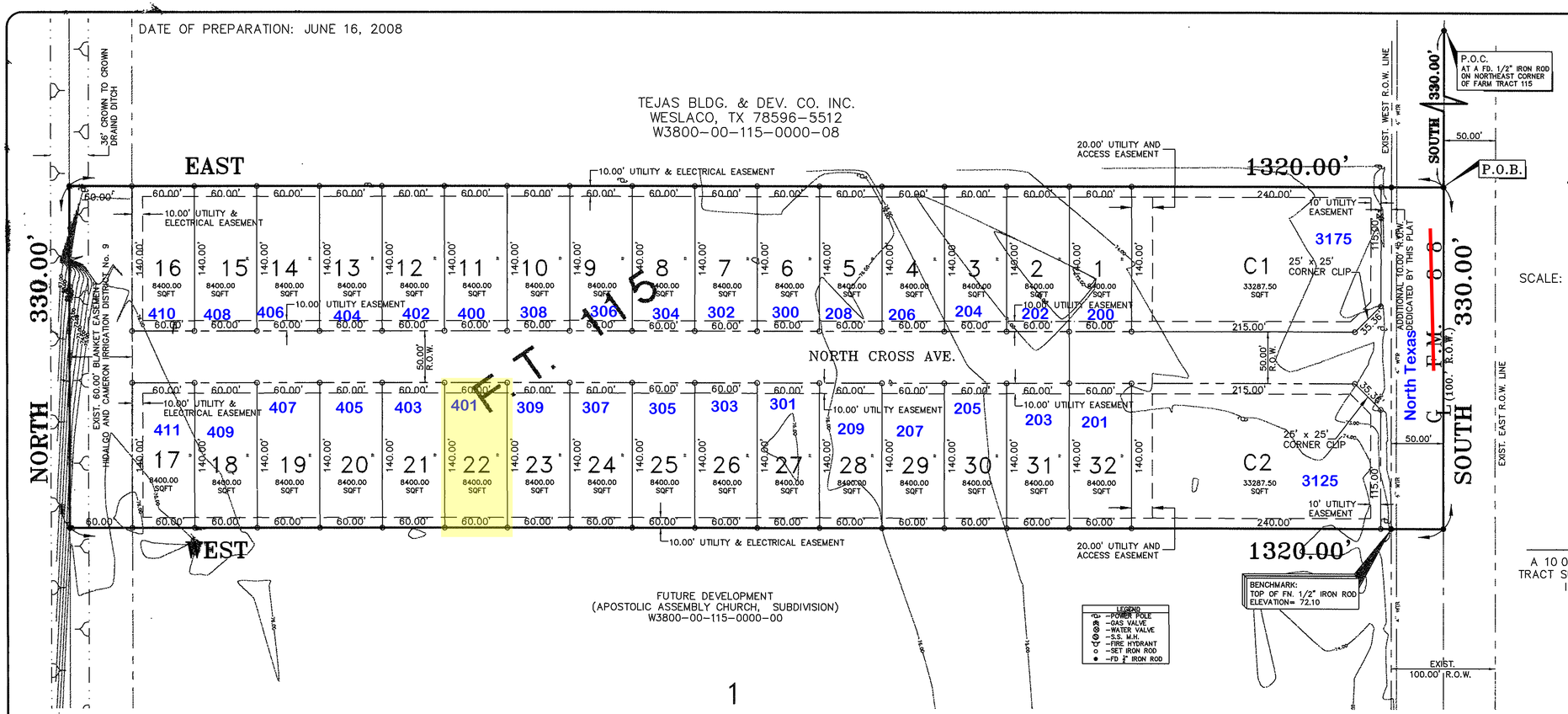
18-54688
Job No.

11-15-18
Date

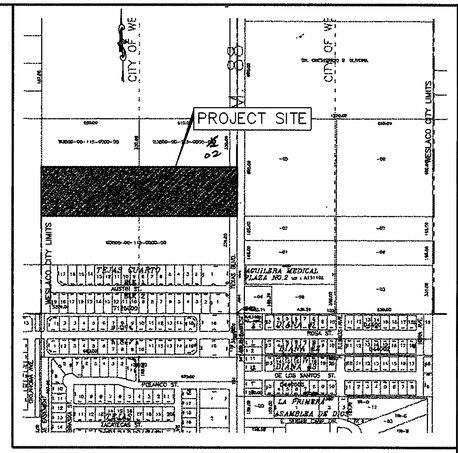
©COPYRIGHT 2018 ART SALINAS ENGINEERING INC. THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMED HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.

STATE OF TEXAS
REGISTERED
ARTURO A. SALINAS

DATE OF PREPARATION: JUNE 16, 2008



SCALE: 1"=60'



LOCATION MAP
SCALE: 1"=500'
WESLACO CITY LIMITS

NORTHCROSS SUBDIVISION

A 10.00 ACRE TRACT OF LAND, OUT OF FARM TRACT 115, BLOCK 161, WEST TRACT SUBDIVISION, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY

RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DRAWN: ERIC YBARRA
DESIGN: ANDY RODRIGUEZ
CHECKED: GILBERT GUERRA
SURVEYOR: MARIO GONZALEZ
SCALE: 1"=60'
DATE: JUNE 16, 2008

ISSUED FOR: FINAL

PLAT SHEET
NORTHCROSS SUBDIVISION
WESLACO, TEXAS

PROJECT: SUB 06 017
PAGE NO. 1 OF 1

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ROBERTO MARTINEZ JR. AS SENIOR VICE-PRESIDENT OF FALCON INTERNATIONAL BANK, AS OWNER OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED NORTH CROSS SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE S 232.032 AND THAT;

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

ROBERTO MARTINEZ, JR. — DATE 5-21-09
SENIOR VICE-PRESIDENT
FALCON INTERNATIONAL BANK
5219 McPHERSON ROAD
LAREDO, TEXAS 78041

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ROBERTO MARTINEZ JR. PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21ST DAY OF MAY, 2009

DEBRA J. GUERRA, Notary Public, State of Texas, My Commission Expires

NOTARY PUBLIC — MY COMMISSION EXPIRES 02-11-13

STATE OF TEXAS – CITY OF WESLACO
PLAT APPROVAL CERTIFICATE

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

CITY MAYOR — DATE 9/15/08
ATTEST: CITY SECRETARY — DATE 9/15/08

I, THE UNDERSIGN CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

PLANNING AND ZONING COMMISSION CHAIRMAN — DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

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

BY — DATE 9/16/08

HIDALGO and CAMERON COUNTIES IRRIGATION DISTRICT No. 9

THIS PLAT HAS BEEN APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 DATED THIS 30 DAY OF July, 2008.
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 H.C.C.I.D. No. 9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER — DATE

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

JOSE MARIO GONZALEZ — DATE 7-10-08
REG. PROFESSIONAL LAND SURVEYOR NO. 5571

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

GILBERT J. GUERRA P.E. — DATE 8/5/08
PROFESSIONAL ENGINEER NO. 90156

PLAT NOTES AND RESTRICTIONS

1. NORTHCROSS SUBDIVISION IS LOCATED IN ZONE "X" ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 480334 0450 C, MAP REVISED JUNE 8, 2000.
2. MINIMUM BUILDING SETBACK LINES FOR LOT 1-32 AS FOLLOWS:
   MULTI-FAMILY RESIDENTIAL:
   FRONT: 25 FEET CUL-DE-SAC:20 FEET
   SIDE: 5 FEET CORNER LOTS: 10 FEET
   REAR: 10 FEET (OR TO EASEMENT LINE, WHICHEVER IS GREATER.)

   MINIMUM BUILDING SETBACK LINES FOR LOT C1-C2 AS FOLLOWS:
   COMMERCIAL:
   FRONT: 50 FEET
   REAR: 15 FEET (OR TO EASEMENT LINE, WHICHEVER IS GREATER.)
   CORNER: 10 FEET
   SIDE: 10 FEET
3. LOT C1 AND C2 FOR COMMERCIAL USE ONLY, LOT 1-32 ARE FOR MULTIFAMILY DWELLING SHALL BE LOCATED ON EACH RESIDENTIAL LOT (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. LOTS 1 THRU 32 SHALL BE USED FOR MULTI-FAMILY RESIDENTIAL USE ONLY, LOTS C1 AND C2 FOR COMMERCIAL USE ONLY.
5. MINIMUM FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTING (EXCEPT LOW, LESS THAT 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. IN ACCORDANCE WITH THE HIDALGO DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN APPROXIMATELY A TOTAL OF 31.033 CUBIC-FEET 0.71 ACRE-FEET OF STORM WATER RUNOFF. EACH MULTI-FAMILY RESIDENTIAL LOT WILL BE REQUIRED TO DETAIN APPROXIMATELY 778 CUBIC-FEET. EACH COMMERCIAL LOT WILL BE REQUIRED TO DETAIN APPROXIMATELY 3,067 CUBIC-FEET

LOT	CF	AC-FT
1-32	778	.02
C1-C2	3,067	.07

8. BENCHMARK: TOP OF FN. 1/2" IRON ROD ELEVATION= 72.10
9. THE DEVELOPER SHALL INSTALL ALL TRAFFIC AND STREET SIGNAGE AT THE TIME OF DEVELOPMENT.
10. THE DEVELOPER SHALL INSTALL STREET LIGHTING AT THE TIME OF SUBDIVISION DEVELOPMENT.
11. A 4' CONCRETE SIDEWALK SHALL BE INSTALL ALONG NORTHCROSS AVE. AT THE TIME OF BUILDING PERMIT ISSUED. THE LOCATION OF THE SIDEWALK SHALL BE ACCORDING TO CITY OF WESLACO STANDARDS AND SPECIFICATIONS.
12. A 5' CONCRETE SIDEWALK SHALL BE INSTALLED ALONG F.M. 88 DURING SUBDIVISION CONSTRUCTION STAGE THE LOCATION OF THE SIDEWALK SHALL BE ACCORDING TO THE CITY OF WESLACO STANDARD SPECIFICATIONS.
13. LOTS C1 AND C2 SHALL NOT HAVE ACCESS TO FM 88. (THE DEVELOPER WILL NOTIFY LOT PURCHASER OF THIS RESTRICTION UPON SALE OF LOT)
14. UTILITIES PROVIDERS:
    WATER: CITY OF WESLACO
    SANITARY SEWER: CITY OF WESLACO
    ELECTRICITY: M.V.E.C.
15. TEMPORARY 80'x20' HAMMER HEAD TURN AROUND AT THE WEST OF TREJO AVE. SHALL BE ABANDONED AT THE TIME TREJO AVE. IS EXTENDED.
16. ALLEY WILL BE PAVED AT THE TIME OF BUILDING PERMIT ISSUED
17. MULTI-FAMILY RESIDENTIAL LOTS WILL REQUIRE A DETENTION PLAN AT TIME OF BUILDING PERMIT.
18. A buffer fence is required between Residential Lots and Commercial Lots at time of building permit

METES AND BOUNDS

BEING 10.00 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF FARM TRACT 115, WEST TRACT SUBDIVISION, LLANO GRANDE GRANT AS PER MAP RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS AND SAID 10.00 ACRE TRACT BEING MORE PARTICULAR DESCRIBED BY METES AND BOUNDS AS FOLLOW:

BEGINNING AT A POINT LOCATED ON THE EAST LINE OF SAID FARM TRACT 115 FOR THE NORTHEAST OF SAID TRACT HEREIN DESCRIBED, SAID POINT ALSO BEING LOCATED ON THE CENTERLINE OF F.M. 88 AND BEARS SOUTH 330.00 FEET FROM THE NORTHEAST CORNER OF SAID FARM TRACT 115,

THENCE, SOUTH, 330.00 FEET, WITH THE EAST LINE OF SAID FARM TRACT 115 AND WITH THE CENTERLINE OF SAID F.M. 88 TO THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, WEST WITH A LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID FARM TRACT 115, AT A DISTANCE OF 50.00 FEET PASS HALF (1/2) INCH IRON ROD FOUND FOR THE REFERENCE ON THE WEST RIGHT OF WAY OF SAID F.M. 88, AT A DISTANCE OF 1,300.00 FEET PASS A HALF (1/2) INCH IRON ROD FOUND ON LINE FOR REFERENCE AND CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 330.00 FEET WITH THE WEST LINE OF SAID FARM TRACT 115 AND ALONG A DRAIN DITCH TO THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST WITH A LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID FARM TRACT 115, AT A DISTANCE, OF 20.00 FEET PASS A ONE (1) INCH IRON PIPE FOUND ON LINE FOR REFERENCE, AT A DISTANCE OF 1270.25 FEET PASS A ONE (1) INCH IRON PIPE FOUND FOR REFERENCE AND CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON: July 2, 2009 AT 11:04 AM/PM
INSTRUMENT NUMBER 2012894
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: Azaneth A. Martinez DEPUTY

PRINCIPAL CONTACTS:

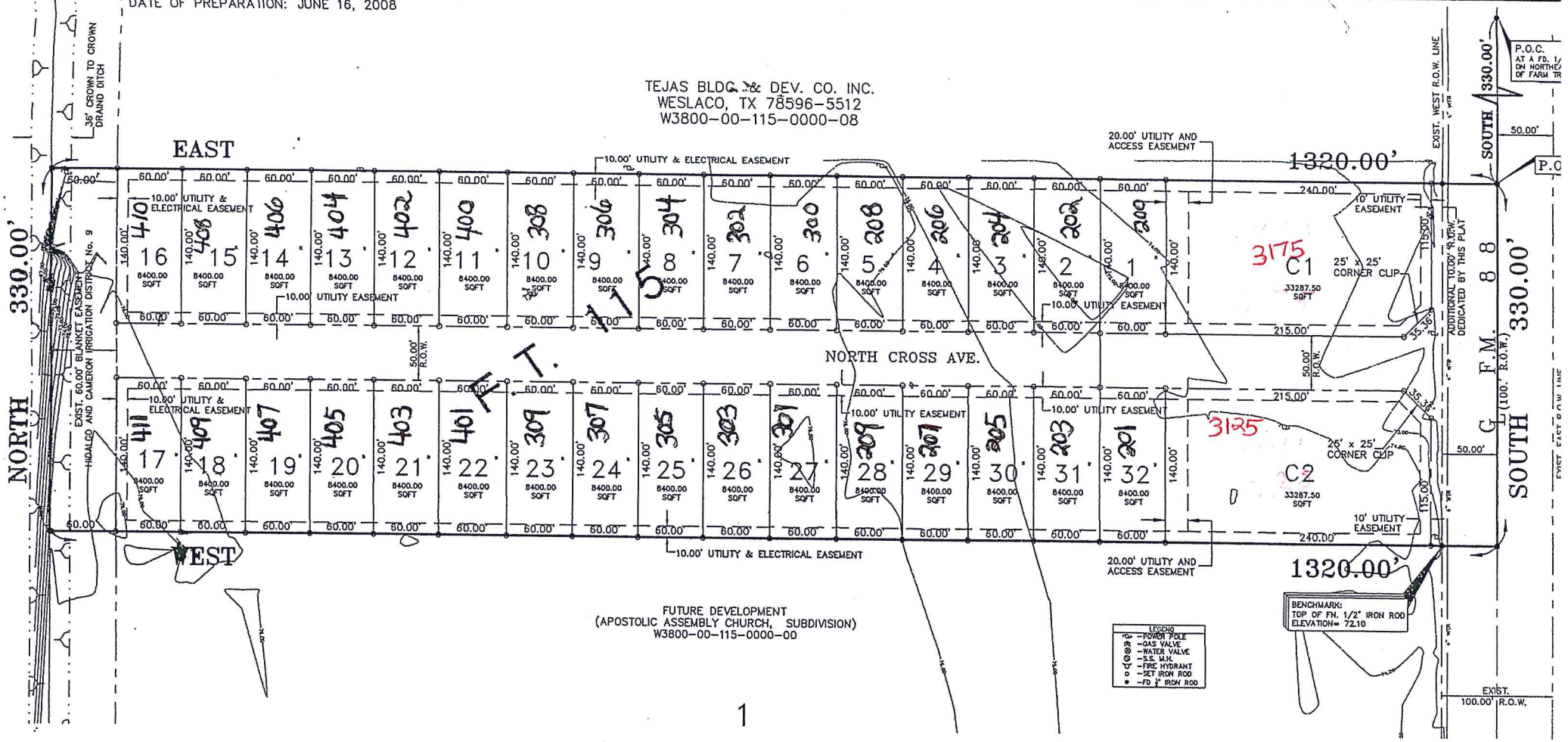
NAME	ADDRESS		PHONE & FAX
OWNER: ROBERT TREJO	TREJO AND TREJO INVESTMENTS, L.C.C. P.O. BOX 404	WESLACO, TX 78596	(956) 968-2570 (956) 968-4797
ENGINEER: GILBERT J. GUERRA, P.E.	921 S. 10TH AVENUE	EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083
SURVEYOR: JOSE MARIO GONZALEZ, R.P.L.S.	8207 MATEO ESCOBAR	MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5156

INDEX TO SHEETS OF NORTH CROSS SUBDIVISION

SHEET 1
HEADING: INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACT; DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS
OWNERS DEDICATION; CERTIFICATION AND ATTESTATION; PUBLIC NOTARY CERTIFICATE; CITY APPROVAL CERTIFICATION;
COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO COUNTY DRAINAGE DISTRICT NO.1 CERTIFICATION;
HIDALGO AND CAMERON COUNTY IRRIGATION NO.9 CERTIFICATION; ENGINEER'S CERTIFICATION; SURVEYOR'S CERTIFICATION; REVISION NOTES.

NORTHCROSS

DATE OF PREPARATION: JUNE 16, 2008



1

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, ROBERTO MARTINEZ, JR. AS SENIOR VICE-PRESIDENT OF FALCON INTERNATIONAL BANK, AS OWNER OF THE 10.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED NORTH CROSS SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE S 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

5-21-09
ROBERTO MARTINEZ, JR. DATE
SENIOR VICE-PRESIDENT
FALCON INTERNATIONAL BANK
5219 McPHERSON ROAD
LAREDO, TEXAS 78041

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ROBERTO MARTINEZ JR. PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21ST DAY OF MAY 2009

DEBRA J. GUERRA
Notary Public, State of Texas
My Commission Expires

Debra J. Guerra 02-11-13
NOTARY PUBLIC MY COMMISSION EXPIRES

STATE OF TEXAS – CITY OF WESLACO
PLAT APPROVAL CERTIFICATE

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

HIDALGO and CAMERON COUNTIES IRRIGATION DISTRICT No. 9

THIS PLAT HAS BEEN APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 DATED THIS 30 DAY OF July 2008.
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 H.C.C.I.D. No. 9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER DATE

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

STATE OF TEXAS REGISTERED JOSE MARIO GONZALEZ 5571 PROFESSIONAL LAND SURVEYOR

7-10-08
JOSE MARIO GONZALEZ DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 5571

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN

STATE OF TEXAS

PLAT NOTES AND RESTRICTIONS

1. NORTHCROSS SUBDIVISION IS LOCATED IN ZONE "X" ACCORDING TO FEMA'S FLOOD INSURANCE RATE MA COMMUNITY PANEL NUMBER 480334 0450 G, MAP REVISED JUNE 8, 2000.

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MULTI-FAMILY RESIDENTIAL:
FRONT: 25 FEET CUL-DE-SAC: 20 FEET
SIDE: 5 FEET CORNER LOTS: 10 FEET
REAR: 10 FEET (OR TO EASEMENT LINE, WHICHEVER IS GREATER.)

MINIMUM BUILDING SETBACK LINES FOR LOT C1-C2 AS FOLLOWS:
COMMERCIAL:
FRONT: 50 FEET
REAR: 15 FEET (OR TO EASEMENT LINE, WHICHEVER IS GREATER.)
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SIDE: 10 FEET

3. LOT C1 AND C2 FOR COMMERCIAL USE ONLY, LOT 1-32 ARE FOR MULTIFAMILY DWELLING SHALL BE LOCATED ON EACH RESIDENTIAL LOT (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. LOTS 1 THRU 32 SHALL BE USED FOR MULTI-FAMILY RESIDENTIAL USE ONLY, LOTS C1 AND C2 FOR COMM

5. MINIMUM FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTING (EXCEPT LOW, LESS THAT 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AN OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

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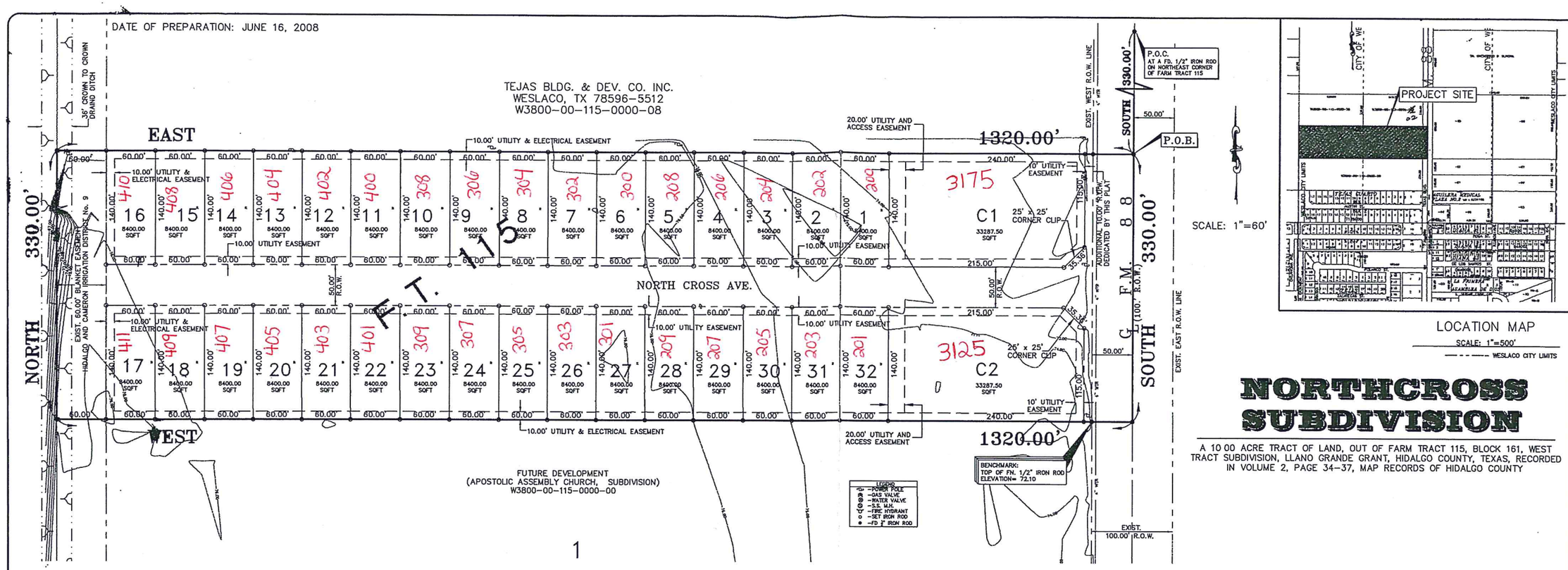
LOT	SF	AC-FT
1-32	778	.03
C1-C2	3,067	.07

8. BENCHMARK: TOP OF FN. 1/2" IRON ROD ELEVATION= 72.10

DATE OF PREPARATION: JUNE 16, 2008



SCALE: 1"=60'

LOCATION MAP
SCALE: 1"=500'
WESLACO CITY LIMITS

NORTHCROSS SUBDIVISION

A 10.00 ACRE TRACT OF LAND, OUT OF FARM TRACT 115, BLOCK 161, WEST TRACT SUBDIVISION, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY

RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DRAWN: ERIC YBARRA
DESIGN: ANDY RODRIGUEZ
CHECKED: GILBERT GUERRA
SURVEYOR: MARIO GONZALEZ
SCALE: 1"=60'
DATE: JUNE 16, 2008

ISSUED FOR: FINAL

PLAT SHEET
NORTHCROSS SUBDIVISION
WESLACO, TEXAS

PROJECT: SUB 06 017

PAGE NO. 1 OF 1

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

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(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
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5-21-09
ROBERTO MARTINEZ JR. — DATE
SENIOR VICE-PRESIDENT
FALCON INTERNATIONAL BANK
5219 McPHERSON ROAD
LAREDO, TEXAS 78041

STATE OF TEXAS – COUNTY OF HIDALGO
PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ROBERTO MARTINEZ JR. PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21ST DAY OF MAY, 2009

DEBRA J. GUERRA
Notary Public, State of Texas
My Commission Expires

Debra J. Guerra — 02-11-13
NOTARY PUBLIC — MY COMMISSION EXPIRES

STATE OF TEXAS – CITY OF WESLACO
PLAT APPROVAL CERTIFICATE

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

Brigida Alda Rosa — 9/15/08 — CITY MAYOR — DATE
Amanda J. Edwards — 9/15/08 — ATTEST: CITY SECRETARY — DATE

I, THE UNDERSIGN CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

PLANNING AND ZONING COMMISSION CHAIRMAN — DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

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

BY — DATE

HIDALGO and CAMERON COUNTIES IRRIGATION DISTRICT No. 9

THIS PLAT HAS BEEN APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 DATED THIS 30 DAY OF July, 2008.
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 H.C.C.I.D. No. 9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER — DATE

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

STATE OF TEXAS — JOSE MARIO GONZALEZ — 5571 — REGISTERED PROFESSIONAL LAND SURVEYOR

7-10-08
JOSE MARIO GONZALEZ — DATE
REG., PROFESSIONAL LAND SURVEYOR NO. 5571

STATE OF TEXAS – COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS — GILBERT J. GUERRA — 90158 — LICENSED PROFESSIONAL ENGINEER

8/5/08
GILBERT J. GUERRA P.E. — DATE
PROFESSIONAL ENGINEER NO. 90158

PLAT NOTES AND RESTRICTIONS

1. NORTHCROSS SUBDIVISION IS LOCATED IN ZONE "X" ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 480334 0400 C, MAP REVISED JUNE 8, 2000.
2. MINIMUM BUILDING SETBACK LINES FOR LOT 1-32 AS FOLLOWS:
   MULTI-FAMILY RESIDENTIAL:
   FRONT: 25 FEET — CUL-DE-SAC 20 FEET
   SIDE: 5 FEET — CORNER LOTS: 10 FEET
   REAR: 10 FEET (OR TO EASEMENT LINE, WHICHEVER IS GREATER.)

   MINIMUM BUILDING SETBACK LINES FOR LOT C1-C2 AS FOLLOWS:
   COMMERCIAL:
   FRONT: 50 FEET
   REAR: 15 FEET (OR TO EASEMENT LINE, WHICHEVER IS GREATER.)
   CORNER: 10 FEET
   SIDE: 10 FEET
3. LOT C1 AND C2 FOR COMMERCIAL USE ONLY. LOT 1-32 ARE FOR MULTIFAMILY DWELLING SHALL BE LOCATED ON EACH RESIDENTIAL LOT (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. LOTS 1 THRU 32 SHALL BE USED FOR MULTI-FAMILY RESIDENTIAL USE ONLY, LOTS C1 AND C2 FOR COMMERCIAL USE ONLY.
5. MINIMUM FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTING (EXCEPT LOW, LESS THAT 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. IN ACCORDANCE WITH THE HIDALGO DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN APPROXIMATELY A TOTAL OF 31.500 CUBIC-FEET (0.72 ACRE-FEET OF STORM WATER RUNOFF. EACH MULTI-FAMILY RESIDENTIAL LOT WILL BE REQUIRED TO DETAIN APPROXIMATELY 778 CUBIC-FEET. EACH COMMERCIAL LOT WILL BE REQUIRED TO DETAIN APPROXIMATELY 3,087 CUBIC-FEET

LOT	CF	AC-FT
1-32	778	.02
C1-C2	3,087	.07

8. BENCHMARK: TOP OF FN. 1/2" IRON ROD ELEVATION= 72.10
9. THE DEVELOPER SHALL INSTALL ALL TRAFFIC AND STREET SIGNAGE AT THE TIME OF DEVELOPMENT.
10. THE DEVELOPER SHALL INSTALL STREET LIGHTING AT THE TIME OF SUBDIVISION DEVELOPMENT.
11. A 6' CONCRETE SIDEWALK SHALL BE INSTALL ALONG NORTHCROSS AVE. AT THE TIME OF BUILDING PERMIT ISSUED. THE LOCATION OF THE SIDEWALK SHALL BE ACCORDING TO CITY OF WESLACO STANDARDS AND SPECIFICATIONS.
12. A 5' CONCRETE SIDEWALK SHALL BE INSTALLED ALONG F.M. 88 DURING SUBDIVISION CONSTRUCTION STAGE THE LOCATION OF THE SIDEWALK SHALL BE ACCORDING TO THE CITY OF WESLACO STANDARD SPECIFICATIONS.
13. LOTS C1 AND C2 SHALL NOT HAVE ACCESS TO FM 88. (THE DEVELOPER WILL NOTIFY LOT PURCHASER OF THIS RESTRICTION UPON SALE OF LOT)
14. UTILITIES PROVIDERS:
    WATER: CITY OF WESLACO
    SANITARY SEWER: CITY OF WESLACO
    ELECTRICITY: M.V.E.C.
15. TEMPORARY 60'x20' HAMMER HEAD TURN AROUND AT THE WEST OF TREJO AVE. SHALL BE ABANDONED AT THE TIME TREJO AVE. IS EXTENDED.
16. ALLEY WILL BE PAVED AT THE TIME OF BUILDING PERMIT ISSUED
17. MULTI-FAMILY RESIDENTIAL LOTS WILL REQUIRE A DETENTION PLAN AT TIME OF BUILDING PERMIT.
18. A buffer fence is required between Residential Lots and Commercial Lots at time of building permit

METES AND BOUNDS

BEING 10.00 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF FARM TRACT 115, WEST TRACT SUBDIVISION, LLANO GRANDE GRANT AS PER MAP RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS AND SAID 10.00 ACRE TRACT BEING MORE PARTICULAR DESCRIBED BY METES AND BOUNDS AS FOLLOW.

BEGINNING AT A POINT LOCATED ON THE EAST LINE OF SAID FARM TRACT 115 FOR THE NORTHEAST OF SAID TRACT HEREIN DESCRIBED, SAID POINT ALSO BEING LOCATED ON THE CENTERLINE OF F.M. 88 AND BEARS SOUTH 330.00 FEET FROM THE NORTHEAST CORNER OF SAID FARM TRACT 115.

THENCE, SOUTH, 330.00 FEET, WITH THE EAST LINE OF SAID FARM TRACT 115 AND WITH THE CENTERLINE OF SAID F.M. 88 TO THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, WEST WITH A LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID FARM TRACT 115, AT A DISTANCE OF 50.00 FEET PASS HALF (1/2) INCH IRON ROD FOUND FOR THE REFERENCE ON THE WEST RIGHT OF WAY OF SAID F.M. 88, AT A DISTANCE OF 1300.00 FEET PASS A HALF (1/2) INCH IRON ROD FOUND ON LINE FOR REFERENCE AND CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 330.00 FEET WITH THE WEST LINE OF SAID FARM TRACT 115 AND ALONG A DRAIN DITCH TO THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST WITH A LINE THAT IS PARALLEL TO THE NORTH LINE OF SAID FARM TRACT 115, AT A DISTANCE, OF 20.00 FEET PASS A ONE (1) INCH IRON PIPE FOUND ON LINE FOR REFERENCE, AT A DISTANCE OF 1270.25 FEET PASS A ONE (1) INCH IRON PIPE FOUND FOR REFERENCE AND CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

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

ON: July 2, 2008 AT 11:04 A.M./P.M.
INSTRUMENT NUMBER 2012894
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: Azeneth A. Flores DEPUTY

PRINCIPAL CONTACTS:

NAME	ADDRESS		PHONE & FAX
OWNER: ROBERT TREJO	TREJO AND TREJO INVESTMENTS, L.C.C. P.O. BOX 404	WESLACO, TX 78596	(956) 968-2570 (956) 968-4797
ENGINEER: GILBERT J. GUERRA, P.E.	921 S. 10TH AVENUE	EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083
SURVEYOR: JOSE MARIO GONZALEZ, R.P.L.S.	8207 MATEO ESCOBAR	MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5158

INDEX TO SHEETS OF NORTH CROSS SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP AND ET.; PRINCIPAL CONTACT; DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS
	OWNERS DEDICATION; CERTIFICATION AND ATTESTATION; PUBLIC NOTARY CERTIFICATE; CITY APPROVAL CERTIFICATION;
	COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO COUNTY DRAINAGE DISTRICT NO.1 CERTIFICATION;
	HIDALGO AND CAMERON COUNTY IRRIGATION NO.9 CERTIFICATION; ENGINEER'S CERTIFICATION; SURVEYOR'S CERTIFICATION; REVISION NOTES.

ORDINANCE NO. 2021-19

AN ORDINANCE ABANDONING AN EXISTING 10-FOOT UTILITY EASEMENT ALONG THE SOUTHSIDE LOT 22 NORTHCROSS SUBDIVISION, HIDALGO COUNTY, TEXAS, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I. Abandoning an existing 10-Foot Utility Easement along the southside Lot 22 Northcross Subdivision, 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 1st day of June 2021

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 15th day of June 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: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4270

From:
Olga Garza

Subject:
Approval on Ordinance 2021-20 amending Ordinance No. 71-4 Codified in the Code of Ordinances as Chapter 62 Garbage, Trash and Rubbish adopting new regulation regarding placement of garbage bins near mailboxes and authorize the Mayor to execute any related documents. (First reading held June 1, 2021; staffed by Public Works Department.)

Background:

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature
Ordinance - First Reading
Ordinance - Final Reading

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

ADELAIDA VEGA	Created/Initiated
Olga Garza	Approved
Pete Garcia	Approved
Mike Perez	New

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Memo Placement of Trash Cans near Mailboxes, O2021-20 Placement of Garbage Bins by Mailboxes

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: June 1, 2021

To: City Commission

From: Olga Garza, Assistant Public Works Director

Subject: Ordinance Placement of Trash Cans near Mailboxes

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

On May 18, an amendment to the Traffic Ordinance 200 was approved regarding parking vehicles near mailboxes. At the same meeting the subject regarding placement of trash cans near mailboxes was brought up but because it falls under a different ordinance we are bringing it back for approval. We are asking for approval to amend Ordinance 71-4 to add a subsection for a new regulation for placement of garbage bins within 10 feet of a mailbox a building/structure, low hanging wires, or any fence located in a residential use area.

Staff Recommends Approval.

ORDINANCE 2021-20

AN ORDINANCE AMENDING ORDINANCE NUMBER 71-4 CODIFIED IN THE CITY OF WESLACO CODE OF ORDINANCES AS CHAPTER 62, GARBAGE, TRASH, AND RUBBISH BY ADOPTING NEW REGULATIONS REGARDING PLACING CONTAINERS AND TRASH FOR COLLECTION, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 71-4 passed and approved on March 2, 1971 as "Garbage, Trash, and Rubbish Ordinance" and Codified as Chapter 62 of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the amended Garbage, Trash, and Rubbish ordinance sections will be adopted and codified as Chapter 62 of the Weslaco Code of Ordinances and said Chapter shall read as follows:

CHAPTER 62 GARBAGE, TRASH, AND RUBBISH

SECTION 62-10 PLACING CONTAINERS AND TRASH FOR COLLECTION

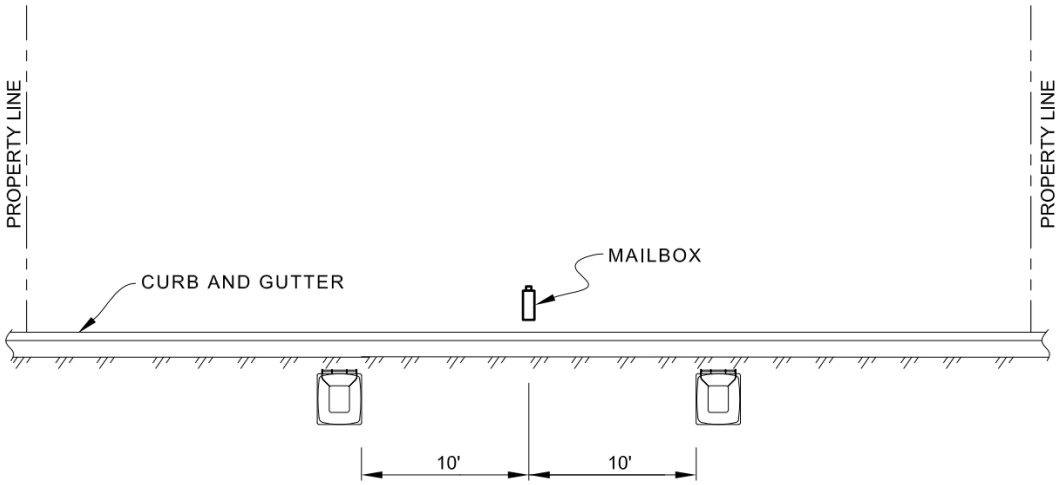
(a) If the house, premises, building, lot or structure from which the garbage or trash is to be collected and removed is adjacent and accessible to an alley, the owner, occupant, tenant, or lessee of such premises shall be required to keep the garbage container and/or trash at the entrance to said alley where it may be easily accessible to the person collecting and removing trash or garbage. In the event it is not practicable to collect and remove the garbage and trash from an alley, or if there is no alley, the owner, occupant, tenant, or lessee of the premises shall place the container and/or trash at such point on his property as the proper agent of the city shall assign and designate as the most convenient and accessible for collecting and removing. At no time shall the container and/or trash be so placed that the alley will be blocked or obstructed.

(b) Trash shall be placed in orderly, accessible stacks or piles to facilitate removal of same. Tree limbs, trunks, hedge and shrub cuttings shall not exceed five feet in length.

(c) It shall be a violation to place garbage containers within 10 feet of a United States Postal box, a building/structure, low hanging wires, or any fence located in a residential use area in accordance with Figure 1.1, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturdays, except on federal holidays and except momentarily to load or unload passengers or merchandise.

(a) This ordinance shall not apply to non-conforming residential size lots or lots whose frontage width is less than 50 feet.

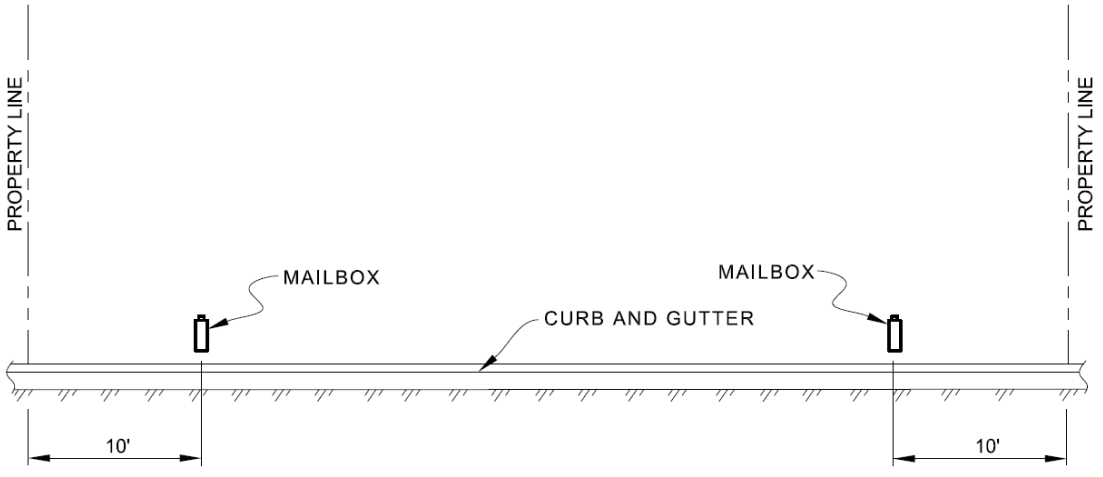
Figure 1.1



(d) Existing mailboxes that have been deemed a nuisance due to proximity to neighboring property line by the Public Works Director or his designee must be relocated, at the property owners expense, to be at a minimum of 10 feet from the property line in accordance with Figure 1.2.

(e) The installation of new mailboxes in areas that are not required by the United States Postal to have cluster boxes, must install said mailbox in accordance with Figure 1.2.

Figure 1.2



SECTION III. 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 this 1st day of June 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 15th day of June 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: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4292

From:
David Arce

Subject:
Approval to renew for an additional one year of Interlocal Cooperation Agreement between the County of Hidalgo and the City of Weslaco for use of equipment and materials and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

Background:

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

Olga Garza	Created/Initiated
Pete Garcia	Approved
Mike Perez	New

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Memo Mutual Aid between City and Hidalgo County, FEMA-Schedule-of-Equipment-Rates-2019, 2021 Pct. 1 Labor Rates EXHIBIT B (1) (1), 09. Weslaco Mutual Aid ILA 05.19.21 (1)

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: June 15, 2021

To: City Commission

From: Olga Garza, Assistant Public Works Director

Subject: Mutual Aid between the City of Weslaco and Hidalgo County

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

This item is to request approval to renew for an additional one year, the Interlocal Cooperation Agreement between the County of Hidalgo and the City of Weslaco for the use of equipment and materials for the furtherance of the work from each entity as well individual hourly rates.

Staff Recommends Approval.

EXHIBIT A

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

-

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

FEMA Code ID		Equipment Description					
Cost Code	**Equipment**	**Specifications**	**Capacity or Size**	**HP**	**Notes**	**Unit**	**2019 Updated Rate**
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	$ 1.62
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	$ 9.86
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	$ 12.49
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	$ 20.98
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	$ 32.13
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	$ 57.05
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	$ 95.60
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	$ 98.55
8040	Ambulance			to 150		hour	$ 28.09
8041	Ambulance			to 210		hour	$ 41.18
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$ 4.53
8051	Board, Message			to 5	Trailer Mounted.	hour	$ 11.60
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	$ 2.34
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	$ 4.65
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	$ 3.25
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	$ 34.93
8064	Hydraulic Post Driver					hour	$ 35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	$ 172.29
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	$ 33.83
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JT920L (2013)	hour	$ 41.04
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	$ 20.61
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	$ 28.74
8068-2	Bush Hog	Bush Hog - Model 2815	Flex Wing Rotary Cutters			hour	$ 43.17
8070	Automobile			to 130	Transporting people.	mile	$ 0.545
8071	Automobile			to 130	Transporting cargo.	hour	$ 12.43
8072	Automobile, Police			to 250	Patrolling.	mile	$ 0.545
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$ 16.05
8075	Motorcycle, Police					mile	$ 0.505
8076	Automibile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	$ 23.99
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	$ 19.62
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Suplus Vehicle	375-450	Qualified foe operational rate on	Hr.	$ 51.80
8079	MRAP C-MTV	Multi-Theater (Military Surplus)Vehicle	gvwr 55000 Lbs	to 350	Qualified foe operational rate on	Hr.	$ 48.35

8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	$ 8.23
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	$ 8.67
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	$ 8.68
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	$ 9.23
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	$ 9.81
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	$ 10.66
8086	All Terrain Vehicle (ATV)	Engine 400cc. 4-Wheel; 25" tyre		26-28		hour	$ 12.20
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	$ 13.07
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	$ 13.86
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	$ 14.79
8110	Barge, Deck	Size	50'x35'x7.25'	0	Push by Tug-Boat	hour	$ 52.00
8111	Barge, Deck	Size	50'x35'x9'	0	Push by Tug-Boat	hour	$ 61.96
8112	Barge, Deck	Size	120'x45'x10'	0	Push by Tug-Boat	hour	$ 109.97
8113	Barge, Deck	Size	160'x45'x11"	0	Push by Tug-Boat	hour	$ 136.90
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$ 352.71
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$ 400.32
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$ 624.56
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$ 1,181.86
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	$ 32.70
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	$ 33.06
8126	Swamp Buggy	Conquest		360		hour	$ 41.35
8130	Boat, Row			0	Heavy duty.	hour	$ 1.46
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$ 12.55
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$ 16.58
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$ 235.03
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$ 290.74
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$ 355.70
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$ 359.36
8140	Boat, Tug	Length	16 Ft	to 100		hour	$ 47.35
8141	Boat, Tug	Length	18 Ft	to 175		hour	$ 70.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	$ 90.10
8143	Boat, Tug	Length	40 Ft	to 380		hour	$ 215.09
8144	Boat, Tug	Length	51 Ft	to 700		hour	$ 302.01
8145	Jet Ski	3-seater				hour	$ 27.70
8146	Jet Ski					hour	$ 8.60
8147	Boat, Inflatable Rescue Raft	Zodiac		0		hour	$ 1.13
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	$ 65.51
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	$ 1.58
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	$ 30.41
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	$ 6.24
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	$ 23.75
8155	Broom, Pavement	Broom Length	72 In	to 35		hour	$ 25.28
8157	Sweeper, Pavement			to 110		hour	$ 78.79
8158	Sweeper, Pavement			to 230		hour	$ 102.03
8180	Bus			to 150		hour	$ 21.60
8181	Bus			to 210		hour	$ 25.82
8182	Bus			to 300		hour	$ 39.65
8183	Blower	Gasoline powered Toro Pro Force		27		hour	$ 15.40
8183x	Mosquito Sprayer	2015 Adapco Guardian 95 ES	15-gal; 350 lbs			hour	$ 18.83
8184	Back-Pack Blower			to 4.4		hour	$ 1.53
8185	Walk-Behind Blower			13		hour	$ 6.83
8187	Chainsaw	Bar Length = 20 in	3.0 cu in	2.7		hour	$ 1.91
8188	Chainsaw	Bar Length = 20 in	5.0 cu in			hour	$ 2.59
8189	Chainsaw	Bar Length = 20 in	6.0 cu in	3.4		hour	$ 2.77

8190	Chain Saw	Bar Length = 16 in	2.5 cu in	2.4		hour	$ 1.80
8191	Chain Saw (STIHL)	Bar Length = 25 in	7.5 cu in	3.62		hour	$ 3.73
8192	Chain Saw, Pole	Bar Length = 18 in	4.0 cu in	3.2		hour	$ 2.10
8193	Skidder	model 748 E		to 173		hour	$ 56.25
8194	Skidder	model 648 G11		to 177		hour	$ 105.44
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$ 119.52
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$ 134.74
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$ 142.31
8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	$ 193.95
8199	Log Trailer	40 ft		0		hour	$ 10.15
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	$ 8.97
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	$ 17.06
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	$ 24.89
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	$ 35.75
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	$ 50.41
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	$ 169.74
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	$ 98.48
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	$ 134.68
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	$ 178.82
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$ 147.05
8218	BOMAG Compactor	BW100AD-3		33		Hour	$ 24.80
8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratoty Compactor	to 2.9 Ton	28		hour	$ 28.72
8220	Compactor			to 10		hour	$ 15.92
8221	Compactor, towed, Vibratory Drum			to 45	Plus tow Truck	hour	$ 33.56
8222	Compactor, Vibratory, Drum			to 75		hour	$ 24.09
8223	Compactor, pneumatic, wheel			to 100		hour	$ 26.90
8225	Compactor, Sanitation			to 300		hour	$ 96.11
8226	Compactor, Sanitation			to 400		hour	$ 154.63
8227	Compactor, Sanitation			535		hour	$ 264.25
8228	Compactor, towed, Pneumatic, Wheel	Hercules PT-11,	10,000 lbs		11-Wheels (Towed)	hour	$ 18.48
8229	Compactor,Towed Steel Drum Static Compactor	GTD-54120	20,000 lbs		Grid Drum (Towed)	hour	$ 16.22
8240	Feeder, Grizzly			to 35		hour	$ 25.47
8241	Feeder, Grizzly			to 55		hour	$ 33.55
8242	Feeder, Grizzly			to 75		hour	$ 65.18
8250	Dozer, Crawler	Deere 450J LT		to 75		hour	$ 54.20
8251	Dozer, Crawler	Deere 650K LGP; ROPS/FOPS		to 105		hour	$ 65.14
8252	Dozer, Crawler			to 160		hour	$ 98.77
8253	Dozer, Crawler			to 250		hour	$ 153.35
8254	Dozer, Crawler			to 360		hour	$ 218.47
8255	Dozer, Crawler	Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi-U		to 574		hour	$ 317.49
8256	Dozer, Crawler			to 850		hour	$ 358.48
8260	Dozer, Wheel			to 300		hour	$ 66.26
8261	Dozer, Wheel			to 400		hour	$ 101.22
8262	Dozer, Wheel			to 500		hour	$ 184.08
8263	Dozer, Wheel			to 625		hour	$ 239.31
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco		0		hour	$ 3.65
8270	Bucket, Clamshell	Capacity	1.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 4.64
8271	Bucket, Clamshell	Capacity	2.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 8.81
8272	Bucket, Clamshell	Capacity	5.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 13.19
8273	Bucket, Clamshell	Capacity	7.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 23.31
8275	Bucket, Dragline	Capacity	2.0 CY	0	Does not include Clamshell & Dragline	hour	$ 3.98
8276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	$ 9.93

8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour	$ 14.19
8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour	$ 18.72
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$ 18.97
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$ 36.06
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$ 55.30
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$ 158.86
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$ 264.64
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$ 304.91
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$ 466.41
8287	Excavator	2007 model Gradall XL3100 III		184		hour	$ 102.62
8288	Excavator	2003 model Gradall XL4100 III		238		hour	$ 117.66
8289	Excavator	2006 model Gradall XL5100		230		hour	$ 109.03
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	$ 4.94
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	$ 14.73
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	$ 21.12
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	$ 28.79
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	$ 63.25
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvwr lbs	94.9	3.1- 3.5 Mton	hour	$ 44.62
8307	Fork Lift Material handler	Diesel, CAT TH460B	9000 Lbs	94.9	4.5 - 4.9 Mton	hour	$ 51.93
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5 - 4.9 Mton	hour	$ 56.14
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour	$ 3.53
8310	Generator	Prime Output	5.5 KW	to 10		hour	$ 5.36
8311	Generator	Prime Output	16 KW	to 25		hour	$ 7.81
8312	Generator	Prime Output	60KW	to 88		hour	$ 25.56
8313	Generator	Prime Output	100 KW	to 125		hour	$ 43.60
8314	Generator	Prime Output	150 KW	to 240		hour	$ 62.83
8315	Generator	Prime Output	210 KW	to 300		hour	$ 85.70
8316	Generator	Prime Output	280 KW	to 400		hour	$ 103.34
8317	Generator	Prime Output	350 KW	to 500		hour	$ 114.23
8318	Generator	Prime Output	530 KW	to 750		hour	$ 202.00
8319	Generator	Prime Output	710 KW	to 1000		hour	$ 225.34
8327	Generator	Prime Output	800 KW	1065		hour	$ 232.46
8328	Generator	Prime Output	900 KW	1355		hour	$ 295.15
8329	Generator	Prime Output	1000 KW	1000	Open	hour	$ 356.94
8320	Generator	Prime Output	1100 KW	1645	Open	hour	$ 393.43
8321	Generator	Prime Output	2500 KW	to 3000		hour	$ 553.78
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	$ 450.78
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	$ 583.01
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	$ 567.48
8325	Generator	Prime Output	40KW	63	Open	hour	$ 23.16
8326	Generator	Prime Output	20KW	35	Open/Closeed	hour	$ 18.05
8327	Generator Large	Prime Output	80 KW	120		Hr.	$ 31.65
8328	Generator Heavy Duty	Prime Output	2000KW		Open	Hr.	$ 490.00
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	$ 43.98
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	$ 63.63
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	$ 80.43
8350	Hose, Discharge	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.16
8351	Hose, Discharge	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.24
8352	Hose, Discharge	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.62
8353	Hose, Discharge	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.62

8354	Hose, Discharge	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.92
8355	Hose, Discharge	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.71
8356	Hose, Suction	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.31
8357	Hose, Suction	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.37
8358	Hose, Suction	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.17
8359	Hose, Suction	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.11
8360	Hose, Suction	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.73
8361	Hose, Suction	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	$ 3.29
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	$ 19.59
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	$ 36.87
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	$ 69.24
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	$ 103.22
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	$ 123.73
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	$ 20.80
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	$ 41.33
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	$ 38.10
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	$ 46.17
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour	$ 76.27
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour	$ 79.50
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	$ 116.12
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	$ 129.40
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	$ 188.87
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	$ 37.13
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft	8	Diesel Powered	hour	$ 3.13
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11	Gasoline Powered	hour	$ 4.31
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	$ 15.32
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	$ 20.47
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	$ 84.71
8419	Hand-Held, Pavement Breakers	Weight	25~90 Lbs	0	Air Tool/Electric Power	hour	$ 1.12
8420	Self-Propelled Pavement Breaker,			to 70-80	Self-Propelled (Diesel)	hour	$ 59.54
8421	Vibrator, Concrete	Hand Held		to 4		hour	$ 1.63
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	$ 90.67
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	$ 125.19
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	$ 4.77
8430	Paver, Asphalt, Towed			0	Does not include Prime Mover.	hour	$ 12.67
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment.	hour	$ 76.41
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment.	hour	$ 96.52
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment.	hour	$ 144.69
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	$ 224.01
8436	Pick-up, Asphalt			to 110		hour	$ 98.06
8437	Pick-up, Asphalt	Cederapids	CR MS-2	113 to 140	Asphalt-Pick-up Machine	hour	$ 140.59
8438	Pick-up, Asphalt	Blaw-Knox	MC-330	184 to 200	Asphalt-Pick-up Machine	hour	$ 189.75
8439	Pick-up, Asphalt		MTV 1000C	to 275	Asphalt-Pick-up Machine	hour	$ 214.03
8440	Striper	Paint Capacity	40 Gal	to 22		hour	$ 16.92
8441	Striper	Paint Capacity	90 Gal	to 60		hour	$ 24.24
8442	Striper	Paint Capacity	120 Gal	to 122		hour	$ 45.28
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	$ 83.35
8446	Striper, Walk-behind	Paint Capacity	12 Gal	5		hour	$ 4.23
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension	24' X 50'	0	crawler	hour	$ 33.48
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft	0	Include Grader for total cost	hour	$ 28.28
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft	0	Include Grader for total cost	hour	$ 33.21

8452	Plow, Truck Mntd	Width	to 15 Ft	0	Include truck for total cost	hour	$ 25.23
8453	Plow, Truck Mntd	Width	to 15 Ft	0	With leveling wing. Include truck for total cost	hour	$ 41.04
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not included	hour	$ 8.24
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not included	hour	$ 10.55
8457	Spreader, Sand	Mounting	Truck (10yd)	0	Truck not included	hour	$ 13.41
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	$ 6.30
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	$ 7.87
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	$ 6.31
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	$ 6.98
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	$ 8.05
8473	Pump			to 15	Hoses not included.	hour	$ 12.08
8474	Pump			to 25	Hoses not included.	hour	$ 13.77
8475	Pump			to 40	Hoses not included.	hour	$ 16.98
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	$ 27.45
8477	Pump			to 95	Hoses not included.	hour	$ 32.77
8478	Pump			to 140	Hoses not included.	hour	$ 41.84
8479	Pump			to 200	Hoses not included.	hour	$ 50.79
8480	Pump			to 275	Does not include Hoses.	hour	$ 68.33
8481	Pump			to 350	Does not include Hoses.	hour	$ 81.66
8482	Pump			to 425	Does not include Hoses.	hour	$ 99.01
8483	Pump			to 500	Does not include Hoses.	hour	$ 117.21
8484	Pump			to 575	Does not include Hoses.	hour	$ 136.53
8485	Pump			to 650	Does not include Hoses.	hour	$ 154.88
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	$ 11.63
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	$ 21.99
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	$ 39.80
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	$ 42.16
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	$ 9.02
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	$ 17.39
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	$ 31.57
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	$ 56.70
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	$ 73.90
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	$ 29.71
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs	0	Include truck rate for total cost	hour	$ 16.54
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs	0	Include truck rate for total cost	hour	$ 23.17
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs	0	Include truck rate for total cost	hour	$ 37.46
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	$ 7.76
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$ 40.75
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$ 67.83
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$ 93.95
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$ 180.23
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	$ 258.23
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	$ 7.62
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	$ 12.47
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	$ 26.81
8513	Saw, Rock	Blade Diameter		to 100		hour	$ 35.13
8514	Saw, Rock	Blade Diameter		to 200		hour	$ 68.85
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatic Powered	hour	$ 1.77
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatic Powered	hour	$ 2.02
8521	Scraper	Scraper Capacity	15 CY	to 262		hour	$ 133.80
8522	Scraper	Scraper Capacity	22 CY	to 365		hour	$ 174.30
8523	Scraper	Scraper Capacity	34 CY	to 500		hour	$ 322.77

8524	Scraper	Scraper Capacity	44 CY	to 604		hour	$	354.84
8540	Loader, Skid-Steer	Operating Capacity	976 - 1250 Lbs	to 36		hour	$	26.83
8541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 Lbs	to 66		hour	$	35.47
8542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 Lbs	to 81		hour	$	38.72
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	$	35.39
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	$	94.72
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	$	143.88
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	$	156.93
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$	2.97
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$	14.47
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	$	234.49
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	$	256.20
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	$	285.56
8563	The Vammas 4500	Snow Remover	26ft Plow, 20ft Broom + Airblast	428	Equip with Plow & Broom	hour	$	260.00
8564	The Vammas 5500	RM300	96"W x 20"D	350	Soil Stabilization, Reclaimer	hour	$	212.00
8565	Oshkosh Pavement Sweeper	H-Series		420	Equip with Broom	hour	$	229.00
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	$	3.54
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	$	23.95
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	$	33.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	$	43.46
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	$	49.55
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	$	14.97
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	$	22.45
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	$	32.52
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	$	43.57
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	$	90.67
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	$	13.13
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover.	hour	$	13.37
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	$	16.71
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	$	18.49
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	$	19.30
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	$	30.52
8610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	15.85
8611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	19.49
8612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	22.76
8613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	28.39
8614	Truck- Water Tanker	1000 gal. tank		175		hour	$	35.84
8620	Tub Grinder			to 440		hour	$	98.30
8621	Tub Grinder			to 630		hour	$	148.62
8622	Tub Grinder			to 760		hour	$	189.56
8623	Tub Grinder			to 1000		hour	$	332.79
8627	Horizontal Grinder	Model HG6000		630		hour	$	59.12
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	$	48.59
8629	Stump Grinder	24" grinding wheel		110		hour	$	46.31
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	$	14.78
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	$	19.74
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	$	32.52
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	$	15.59

8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	$	23.12
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	$	33.58
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	$	265.76
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	$	95.10
8638	Rake	Barber Beach Sand Rake 600HDr, towed		0	Towed by Beach vehicle	hour	$	15.78
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	$	35.38
8640	Trailer, Office	Trailer Size	8' x 24'	0	Cargo Size 16ft	hour	$	2.31
8641	Trailer, Office	Trailer Size	8' x 32'	0	Cargo Size 24ft	hour	$	2.76
8642	Trailer, Office	Trailer Size	10' x 32'	0	Cargo Size 20ft	hour	$	3.69
8643	Trailer	Haz-Mat Equipment trailer	8'x18'	0	Move by Tractor to Location	hour	$	38.88
8644	Trailer, Covered Utility Trailer	(7' X 16')		0	Move by Tractor to Location	hour	$	5.88
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	$	30.33
8646	Trailer, Dodge	8' x 32' flatbed water	25,000 MGVW	200	4x2-Axle	hour	$	28.60
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$	16.91
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$	29.53
8654	Trencher accessories	2008 Griswold Trenchbox		0		hour	$	1.96
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$	13.77
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$	40.07
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$	44.60
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,500 Lbs	275	Includes hydraulic pole alignment attachment. Include truck rate	hour	$	35.07
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic	Lift Capacity 26,700 Lbs	310	Includes hydraulic pole alignment attachment. Include truck rate	hour	$	56.12
8672	Movax SP-60	28-32 ton Head	134KW	178	Sonic Sidegrip Vibratory Pile Driver	Hour	$	109.20
8680	Truck, Fire -Industrial -112Ft Ladder Aerial Platform	Pump/Tank Capacity	3000gpm/1000 gal Water or Foam	600	2-1000gpm Nozzles 1-Each side of Platform	Hour	$	198.30
8681	Truck, Fire, Engine Type-1	Pump/Tank Capacity	1000GPM/300gal		Engine, with Pump & Roll	hour	$	140.00
8682	Truck, Fire, Engine Type-2	Pump/Tank Capacity	500GPM/300gal		Engine, with Pump & Roll	hour	$	132.00
8683	Truck, Fire, Ladder(48ft)(Type-III)	Pump/Tank Capacity	150gpm/500gal,	115-149	Hose 1-1/2"D 500' Long	hour	$	119.30
8684	Truck, Fire, Aerial (Cummins IXL9)100Ft Ladder	Pump/Tank Capacity	2000gpm/500gal	450	1500gpm Monitor/nozzle	hour	$	178.00
8685	Truck, Fire, Ladder(48ft)(Type-I)	Pump/Tank Capacity	1000gpm/400gal, 500gpm Master Stream	200-250	Hose 2-1/2"D 1200' Long	hour	$	154.00
8686	Truck, Fire, Ladder(48ft)(Type-II)	Pump/Tank Capacity	500gpm/300gal,	100-199	Hose 2-1/2"D 1000' Long	hour	$	131.50
8687	Truck, Fire, Support Water Tender S1	Pump/Tank Capacity	300GPM/4000+gal	115-149	S1 Water Tender	hour	$	114.50
8688	Truck, Fire, Support Water Tender S2	Pump/Tank Capacity	200GPM/2500+gal		S2 Water Tender	hour	$	103.50
8689	Truck, Fire, Support Water Tender S3	Pump/Tank Capacity	200GPM/1000+gal		S3 Water Tender	hour	$	79.00
8690	Truck, Fire - Water Tender	Pump Capacity	1000 GPM @150 psi			hour	$	70.33
8691	Truck, Fire, Tanker	Pump/Tank Capacity	1250 GPM/2500 gal	500		hour	$	74.57
8692	Truck, Fire, Pumper	Pump/Tank Capacity	1500 GPM/1000 gal	500		hour	$	81.10
8693	Truck, Fire, Pumper	Pump Capacity	2000 GPM			hour	$	84.04
8694	Truck, Fire Aerial Ladder (75Ft)	Pump/Tank Capacity	1500GPM/600 gal	475		hour	$	121.00
8695	Truck, Fire Aerial Ladder (150Ft)	Ladder length	150 FT		No Platform,	hour	$	146.43
8696	Truck, Fire (Rescure)	No Ladder		330	Rescure Equipment	hour	$	96.36
8697	Truck, Fire, Tactical Water Tender T1	Pump/Tank Capacity	250GPM/2000+gal	175		hour	$	119.50
8698	Truck, Fire, Tactical Water Tender T2	Pump/Tank Capacity	250GPM/1000+gal			hour	$	102.67
8699	Truck, Fire, Engine Type-3	Pump/Tank Capacity	150GPM/500gal		Engine, with Pump & Roll	hour	$	126.50
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	Diesel Engine	hour	$	25.46
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	Gasoline Engine	hour	$	40.36
8701-1	Truck, Flatbed	Maximum Gvw	25000 Lbs	200	Diesel Engine	hour	$	28.55
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	217	Diesel Engine	hour	$	32.90
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	Diesel Engine	hour	$	52.73
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvwr	0		hour	$	8.67
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvwr	0	Enclosed	hour	$	9.82
8710	Trailer, semi	28ft, single axle, freight	25,000 gvwr	0		hour	$	10.01

8711	Flat bed utility trailer	6 ton		0		hour	$ 3.21
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck Mounted. (350 gal)	hour	$ 25.51
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck Mounted. (1500 Gal)	hour	$ 32.02
8714	Vactor-Combined Sewer Cleaning	800 Gal Spoils/400 Gal Water	500/800 gal	190	with water & waste Tanks	hour	$ 85.10
8714-1	Vector Combine Vaccum Truck	1500 gal Water	15 Cu Yd	330	with water & waste Tanks	hour	$ 86.94
8715	Truck, Hydro Vac	model LP555DT	36 - Hp pump	36	Towed by tractor	hour	$ 18.50
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	$ 52.93
8717	Truck, Vacuum	60,000 GVW		400		hour	$ 76.72
8719	Litter Picker	model 2007 Barber		0	Towed by tractor	hour	$ 9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	$ 57.70
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	$ 72.05
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	$ 79.62
8723	Truck, Dump	Struck Capacity	14 CY	to 400		hour	$ 77.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	$ 136.57
8725	Truck, Dump	Struck Capacity	18 CY	to 400		hour	$ 91.65
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	$ 49.79
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	$ 57.06
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor		0	Powered by Solar System	hour	$ 3.07
8734	Attenuator, safety	that can stop a vehicle at 60 mph		0		hour	$ 5.64
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph		0		hour	$ 3.89
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	$ 28.73
8744	Van, Custom	Special Service Canteen Truck		350		hour	$ 18.35
8745	Van, step	model MT10FD		300		hour	$ 22.05
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	$ 20.48
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	$ 20.77
8748	Van-cargo	light duty, class 1		225 - 300		hour	$ 22.44
8749	Van-cargo	light duty, class 2		225-300		hour	$ 22.68
8750	Vehicle, Small			to 30		hour	$ 6.41
8753	Vehicle, Recreational			to 10		hour	$ 2.87
8754	Motor Coach	GVW=50534	56 Passenger + 1-Driver	430	Passenger Transportation	Hour	$ 63.94
8755	Golf Cart	Capacity	2 person	0	Battery operated	hour	$ 3.80
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$ 4.11
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$ 7.21
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$ 13.66
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$ 13.75
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	$ 31.05
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	$ 56.57
8788	Container & roll off truck	Roll off Truck	30 yds,	200	Roll-off-Truck only	hour	$ 23.73
8789	Truck, Tractor	1997 Freightliner F120		430		hour	$ 56.81
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	$ 43.43
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	$ 47.57
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	$ 52.98
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs	200	4 X 2 Axle (D)	hour	$ 27.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs	280		hour	$ 34.56
8796	Truck, freight	Eenclosed w/lift gate. Heavy duty, class 7	26,001 to 33,000 lbs gvwr	217	4 X 2 Axle (D)	hour	$ 31.43
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr	217	4 X 2 Axle (D)	hour	$ 32.13
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr	280	6 X 4 Axle (D)	hour	$ 42.33
8800	Truck, Pickup				When transporting people.	mile	$ 0.545
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	$ 12.78
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	$ 17.91
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	$ 21.10
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	$ 23.22

8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	$ 24.85
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	$ 14.32
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	$ 22.64
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	$ 22.99
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	$ 26.55
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	$ 26.82
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	$ 27.55
8820	Skidder accessory	2005 JCB Grapple Claw		0		hour	$ 1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket		0		hour	$ 1.56
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	$ 53.22
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	$ 118.50
8824	Skidder	model Cat 525B		up to 160		hour	$ 64.79
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	$ 128.67
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	$ 40.19
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	$ 32.01
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator		0	Move to Location by Tractor	hour	$ 14.73
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?		0	Move to Location by Tractor	hour	$ 13.87
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	$ 86.10
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	$ 31.55
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	$ 20.33
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long	0	Move to Location by Tractor	hour	$ 31.69
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	$ 50.69
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator		280	Generator Rate not included	hour	$ 55.37
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	$ 47.12
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230	Communication Equipment	hour	$ 42.78
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	$ 68.04
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	$ 45.89
8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	$ 98.84
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	$ 11.11
8871	Light Tower	2004 Allmand				hour	$ 6.93
8872	SandBagger Machine	(Spider) automatic	w/Vibration & Conveyor Motors	2-4.5		hour	$ 49.42
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	$ 467.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	$ 489.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	$ 575.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	$ 585.47
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	$ 763.30
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	$ 625.35
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	$ 476.60
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	$ 507.20
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	$ 2,974.45
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	$ 5,559.04
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	$ 10,857.50
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	$ 620.38
8912	Helicopter- light utility	Modle Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	$ 607.92
8913	Helicopter	Model Bell-206L4		726		hour	$ 570.24
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	$ 1,318.11
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	$ 738.12
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	$ 1,108.33
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	$ 466.67
8918	Bell UH -1H Huey Helicopter II	Engine:1 × Lycoming T53-L-11 turboshaft		1100	Travel Range 253 Nautical Miles	hour	$ 1,376.74

8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	$ 20.16
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	$ 14.84
8945	Aerial Lift - 20 Ft High	model 2008 Genie Scissor Lift	1000 Lbs		24 Volt	hour	$ 6.44

EXHIBIT B

Hidalgo County Pct. 1
Hourly Wage by Title
Labor Costs 2021

Job Title	Hourly Rate w/ Benefits
Crew Leader II	23.00
Crew Leader I	18.00
Heavy Equipment Operator I	14.33
Heavy Equipment Operator I	14.33
Heavy Equipment Operator II	16.71
Heavy Equipment Operator II	16.71
Heavy Equipment Operator III	19.50
Heavy Equipment Operator III	19.50
Truck Driver	15.28
Truck Driver	15.28
Truck Driver	15.28
Truck Driver	15.28
Truck Driver	15.28
Truck Driver	15.28

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS, AND THE CITY OF WESLACO, TEXAS

THIS Agreement is made on and entered into effective as of the _____ day of _____, 2021, by and between **COUNTY OF HIDALGO, TEXAS,** by and through its Precinct 1, hereinafter referred to as ("County"), and **CITY OF WESLACO** hereinafter referred to as ("City"), collectively referred to as "Parties" and pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), Chapter 791, et seq., Texas Government Code, as follows:

I. WITNESSETH:

WHEREAS, the City is a municipality defined as a "Local Government" under the Act, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo County; and

WHEREAS, the County is defined as a "Local Government" under the Act, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, City and County desires to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work") by decreasing the cost of services and increasing the quality of life for both the citizens of the County and the City; and

WHEREAS, County and City believe that this agreement serves a public purpose and the constituents of each will benefit from the mutual use and development of the multiple projects to be defined by mutual agreement herein contemplated; and

WHEREAS, an interlocal agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.003(4) of the Local Government Code;

NOW, THEREFORE, and in consideration of premises and the mutual covenants and agreements expressed hereinafter, County and City agree as follows:

II. CONSIDERATIONS

A. Mutual Agreements:

1. County agrees to provide City the use of equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use

of equipment and materials. The current hourly rates for equipment of County as of the date of this Agreement are attached hereto as **Exhibit A**. County shall be solely responsible for determining the current rate for its equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County equipment and materials shall be subject to the approval of Commissioner of Precinct 1 determining that such equipment and materials are not required by the Precinct 1 Commissioner for the times requested by the City.

2. County shall provide City with manpower at the current hourly rates for individuals required to complete the Work. (See attached **Exhibit B** – *County's current hourly manpower rates – subject to change*). Prior to City utilizing County manpower, City shall request and receive the current hourly rates of County individuals, required to complete the Work. Hourly Rates Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate for its employees and the City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct 1 determining that the County individuals so requested by the City are not required for projects of Precinct 1 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at the current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not required by the City for the times requested by the County.

4. City shall provide County with manpower at the current hourly rates or individuals required to complete the Work. Prior to County utilizing City manpower, County shall request and receive the current hourly rates of City individuals required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of city individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for projects of City at the time requested by County.

5. All other costs associated with the Work shall be the responsibility of the respective party requesting assistance from the other party in its entirety.

B. Term.

6. The term of this Agreement shall be for one (1) year and this Agreement shall automatically renew for three (3) additional one (1) year terms upon the same terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time without notice to either party unless either party notifies the other in writing of such party's interest of nonrenewal of this Agreement. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

7. Upon a change in price for manpower for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any ongoing Work and before beginning any new Work.

8. Upon a change in price for manpower for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any ongoing Work and before beginning any new Work.

C. Liability Insurance

9. Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

D. Fixtures-Special Condition

10. Upon the completion of any project, as defined by mutual agreement, by either the City or the County, any movable equipment or appurtenances will be removed and taken by the entity providing the same within a reasonable time. If the equipment and appurtenances are not movable, then in such event and by written mutual agreement, said equipment and appurtenances will become the sole property of the entity who requested the assistance.

E. Miscellaneous Terms & Conditions

11. **Prior Agreements**. This Agreement replaces and supersedes any and all prior agreements between County and City with respect to the Road and/or Project except for any lnterlocal Agreement dated prior to this Agreement to the extent work is being performed thereunder at the time of executing this Agreement. Once ongoing work under any such previous interlocal agreement(s) is completed and payment is remitted such previous interlocal agreement shall terminate at such time.

12. **Termination**. Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.

13. **Indemnification. To the extent permitted under the Constitution and laws of the State of Texas, the City agrees to indemnify and hold harmless and defend County, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.**

14. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

15. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.

16. **No Waiver**. No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and City and not otherwise.

18. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:	**City of Weslaco** **Attention: Mayor David Suarez** **255 S. Kansas Ave.** **Weslaco, Texas 78596**
With copy to:	**Attention: Mike R. Perez, City Manager** **255 S. Kansas Ave.** **Weslaco, Texas 78596**
If to County:	County of Hidalgo Attention: County Judge Richard F. Cortez 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Hidalgo County Precinct 1 Attention: Commissioner, David L. Fuentes 1902 Joe Stephens Avenue Weslaco, Texas 78596

Each notice, demand, request or communication, which shall be delivered or mailed in the manner described above, shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

20. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

21. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.

22. **Assignments.** This Assignment shall not be assignable.

23. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.

24. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

25. **Non-Discrimination**. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.

26. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

27. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon (90) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

28. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

29. **Legal Construction/Severability**. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

30. **Authority to Execute.** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY OF HIDALGO, TEXAS

BY: _____
Richard F. Cortez, Hidalgo County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

CITY OF WESLACO

BY: _____
David Suarez, Mayor

ATTEST:

BY: _____
Norma A. Cantu, City Secretary

Approved by the Hidalgo County Commissioner's Court on _____.

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.
By: _____
Robert Viña, III, Assistant District Attorney

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4297

From:

Subject:
Approval to submit an application to the Rio Grande Valley Metropolitan Planning Organization for a Transportation Alternative Set-Aside (TASA) Program project and authorize the Mayor to sign and execute any required documents. (Staffed by Parks and Recreation.)

Background:
The Rio Grande Valley Metropolitan Planning Organization opened a call for Transportation Alternative Set-Aside program projects on June 1st with a submission deadline of June 30, 2021. This is a Federally funded program specifically for non-motorized transportation that requires a minimum of a 20% local cash match. There is $2,070,000 available for Construction projects with eligible reimbursable activities which may include sidewalk improvements, shared use paths, bicycle infrastructure improvements, safety for non-motorized transportation. There is $230,000 available for Planning or preliminary engineering for design and environmental documentation. Texas Department of Transportation administrative fees for direct state costs are to be included in budget plan.

As part of the City's proposed 5 year Capital Improvement Project Budget, $100,000 is proposed for sidewalk projects and $100,000 for hike/bike trails which could be used for project match.

Proposed projects include:
sidewalk repair and ADA improvements
Shared use path and parking node along Dolores Huerta from 2nd to City Park to Airport Drive

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

ADELAIDA VEGA	Created/Initiated
OMAR RODRIGUEZ	Approved
Albert Aldana	New
Mike Perez	

City Manager Comments: Approve.
Staff Recommendation: Staff recommends approval.
Attachments, if any:
Responsibilities upon Approval:

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4266

From:
REBEKAH DE LA FUENTE

Subject:
Discussion and consideration to approve the Waterline Access Agreement between North Alamo Water Supply Corporation, City of Weslaco and Jessica Ruiz for Lot 30, Vaquero Estates Phase I Subdivision for the installation of a fire hydrant and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Background:
Vaquero Estates Subdivision was approved by City Commission January 18, 2011 and recorded at County on August 12,2011. The property has just completed construction of a new veterinarian office and as per new County permitting standard was required to install a fire hydrant to service the area. As per NAWSC guidelines the City of Weslaco maintains ownership of all fire hydrants within our service area and an waterline access agreement must be in place before the property owner can finalize their building.

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	New

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval of the Waterline Access Agreement

Attachments, if any:
Waterline Agreement- Vaquero Estates- Memo, Cover letter and Waterline Access Agreement - North Alamo Water Supply Corporation, City of Weslaco, Jessica Ruiz - Lot 30 Vaquero Estates Phase I Sub

Responsibilities upon Approval:
Executed copy of the agreement will be provided to NAWSC

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

M E M O

TO: Mayor and City Commission

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

RE: Waterline Agreement- Vaquero Estates Lot 30

DATE: June 8, 2021

Vaquero Estates Subdivision was approved by City Commission January 18, 2011 and recorded at County on August 12,2011. The property has just completed construction of a new veterinarian office and as per new County permitting standard was required to install a fire hydrant to service the area. As per NAWSC guidelines the City of Weslaco maintains ownership of all fire hydrants within our service area and a waterline access agreement must be in place before the property owner can finalize their building.

Thank you,

Rebekah de la Fuente, CFM

FRYER & HANSEN, PLLC
Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Richard W. Fryer,
J.D., P.E., LEED AP

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

April 29, 2021

CMRRR: 7020-1810-0000-3857-0901

David Suarez, Mayor
The City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

RE: ***Waterline Access Agreement - North Alamo Water Supply Corporation, City of Weslaco, Jessica Ruiz - Lot 30 Vaquero Estates Phase I Subdivision***

Dear Mr. Suarez:

Enclosed please find four (4) original **Waterline Access Agreements** (***"Agreement"***) for Jessica Ruiz as to Lot 30, Vaquero Estates Phase I Subdivision for signature on behalf of the City of Weslaco (***"City"***). Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience.

When the documents have been signed on behalf of the City, and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to North Alamo Water Supply Corporation for further execution. After the documents have been fully signed by all parties, we will distribute a fully executed document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures

c:. ./KarensFiles/NAWSC/Weslaco/JessicaRuizWAA/City ltr1/RWF/kb

STATE OF TEXAS	§	**BETWEEN:**
	§	**NORTH ALAMO WATER SUPPLY**
	§	**CORPORATION AND CITY OF**
	§	**WESLACO**
COUNTY OF HIDALGO	§	

WATERLINE ACCESS AGREEMENT
(with City)

WHEREAS, North Alamo Water Supply Corporation ("**NAWSC**") has a water distribution system which was designed for potable water distribution to rural communities, such system not designed specifically with the intent to provide water for fire protection purposes;

WHEREAS, the City of Weslaco ("**City**") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC;

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property;

WHEREAS, Jessica Ruiz ("**Owner**") is constructing improvements on the property described in **Exhibit "A"** (the "**Property**") and the City requires fire protection for the Property as part of the Property process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, NAWSC and City agree as follows:

1. This agreement pertains only to those areas in the Property which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in** Exhibit "A". No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.

2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B"** ("**Fire Hydrants**"). Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and

sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.

4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.

6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.

7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices

on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.

8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a reasonable fee for the presence and administration of NAWSC's personnel.

10. CITY ACKNOWLEDGES AND AGREES THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE **"USER")** BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY UNDERSTANDS THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH

RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY UNDERSTANDS THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AGREES TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY ACKNOWLEDGES BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE

CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

> I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS

AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY ALSO WAIVES ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.

12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.

13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.

14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.

15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Property at a point to be chosen by NAWSC, and shall have access to the Property and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Property. NAWSC may inspect its valves, piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially $200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, City shall have personnel present as necessary to assist in the inspection. NAWSC shall also have access to the Property for purpose of inspecting for possible illegal connections, cross-connections,

potential contamination hazards, and illegal lead materials, and City agrees to annual inspections of its own facilities for these conditions.

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:

    a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.

    b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.

    c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.

    d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

    e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Property. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as applicable.

18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the

calendar year in which the noncompliance occurs.

19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.

20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.

21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the _____ day of _____, 20_____.

THE CITY OF WESLACO
255 S. Kansas Avenue
Weslaco, Texas 78596

ATTEST:

By:_____,
Norma Cantu, City Secretary

By: _____,
David Suarez, Mayor

APPROVED AS TO FORM:

By:_____,
Juan E. Gonzalez, City Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David Suarez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is Mayor of City of Weslaco, that he executed the same as the act of City of Weslaco for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____20_____.

_____
Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for North Alamo
Water Supply Corporation

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____20_____.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

All of Lot 30, VAQUERO ESTAES PHASE I, according to the map filed June 22, 2011 under Document Number 2011-2216785, in the Office of the County Clerk of Hidalgo County, Texas.

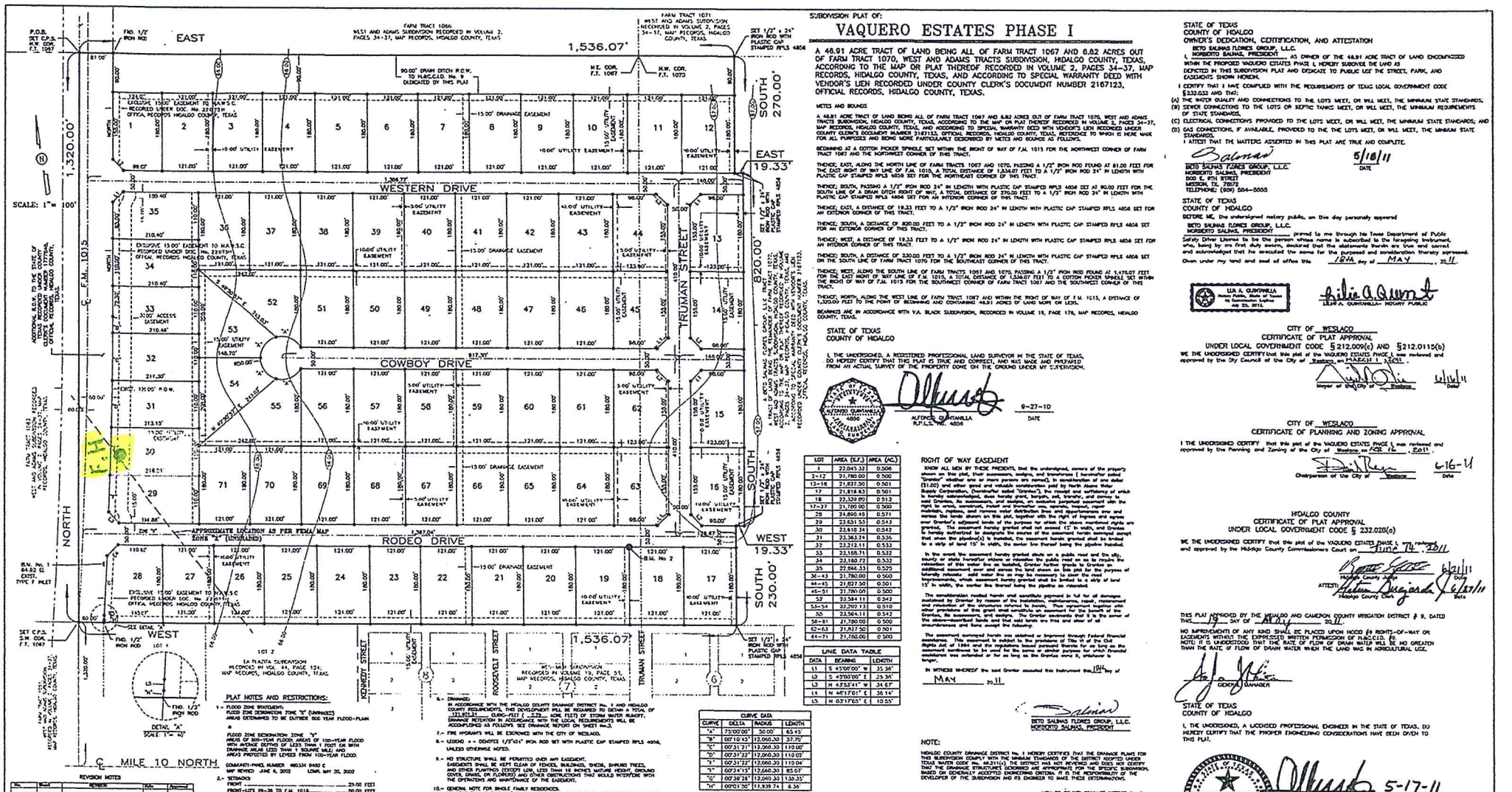
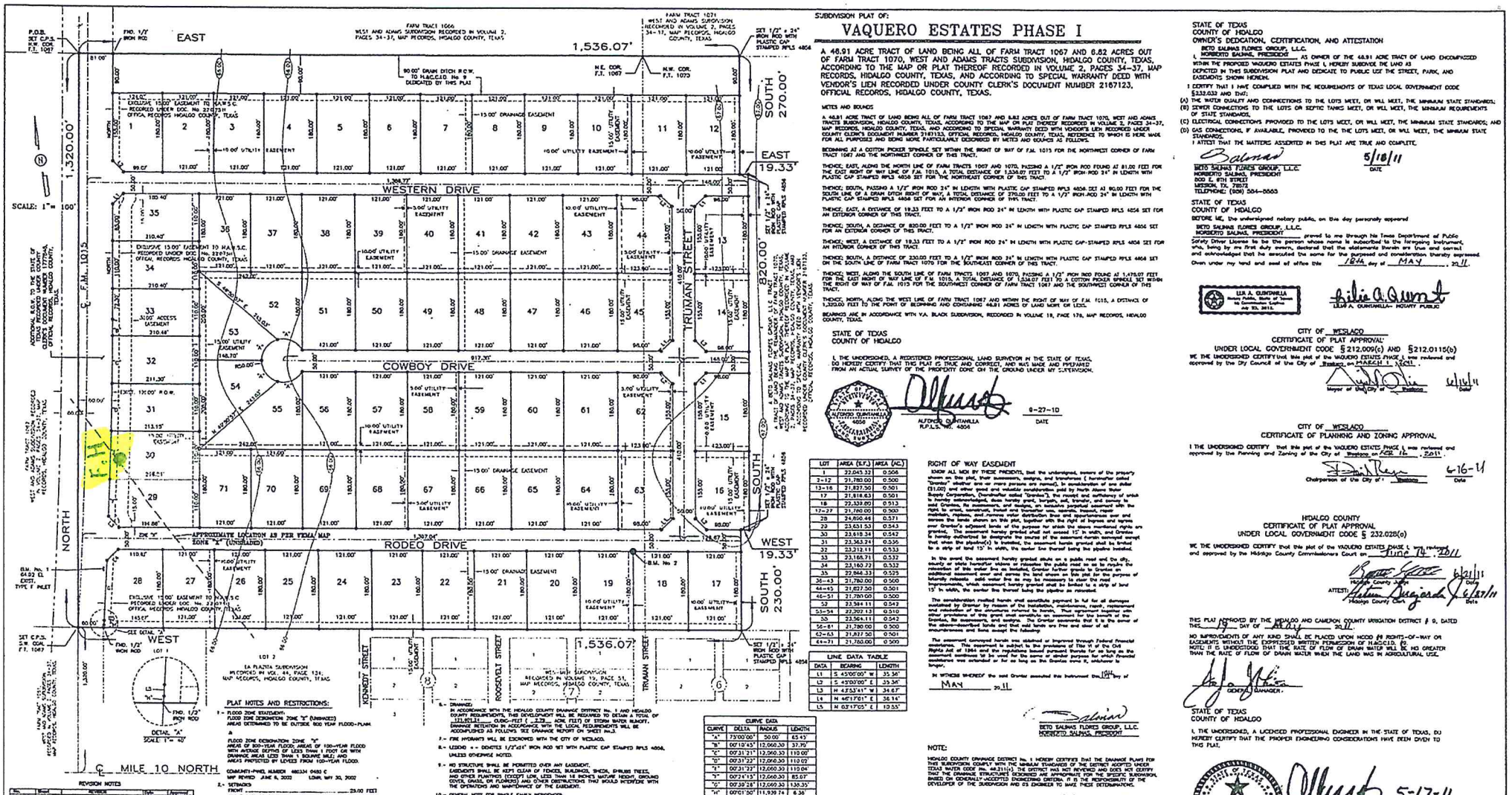
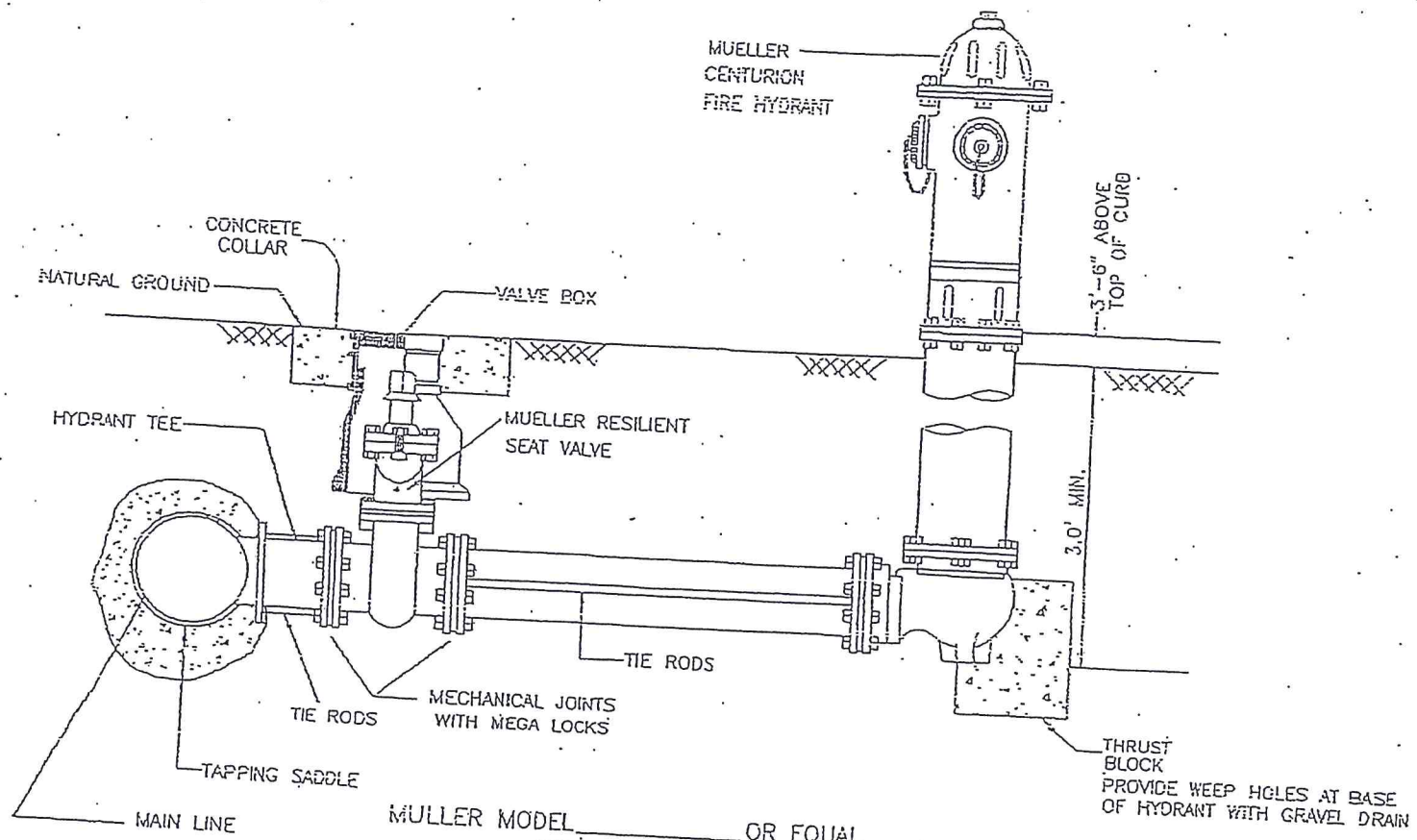

SUBDIVISION PLAT OF:
VAQUERO ESTATES PHASE I
A 46.91 ACRE TRACT OF LAND BEING ALL OF FARM TRACT 1067 AND 0.62 ACRES OUT OF FARM TRACT 1070, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2167123, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
METES AND BOUNDS
STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND § 212.0115(b)
CITY OF WESLACO
CERTIFICATE OF PLANNING AND ZONING APPROVAL
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)
RIGHT OF WAY EASEMENT
NOTE:
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
INDEX OF SHEETS
PLAT NOTES AND RESTRICTIONS:
PRINCIPAL CONTACTS:
LOCATION MAP
SCALE 1" = 4000'
LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK
ON: 1/22/11 AT 9:58A
INSTRUMENT NUMBER 2214785
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: DEPUTY
SHEET No. 1 OF 3 SHEETS

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.


SUBDIVISION PLAT OF:
VAQUERO ESTATES PHASE I
A 46.91 ACRE TRACT OF LAND BEING ALL OF FARM TRACT 1067 AND 6.82 ACRES OUT OF FARM TRACT 1070, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2167123, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
NOTES AND BOUNDS
STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
BETO SALINAS FLORES GROUP, L.L.C.
HORBERTO SALINAS, PRESIDENT
STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, the undersigned notary public, on this day personally appeared
LUIS A. GUINTANILLA
NOTARY PUBLIC
STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.
ALFONSO QUINTANILLA
R.P.L.S. NO. 4654
9-27-10
DATE
CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.009(c) AND §212.0115(b)
Mayor of the City of Weslaco
CITY OF WESLACO
CERTIFICATE OF PLANNING AND ZONING APPROVAL
Chairperson of the City of Weslaco
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)
Hidalgo County Clerk
ATTEST:
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
GENERAL MANAGER
STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.
ALFONSO QUINTANILLA
P.E. No. 99534
5-17-11
DATE
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR
6/6/11
DATE
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY RIGHT OF WAY DIRECTOR
6/21/11
DATE
RIGHT OF WAY EASEMENT
NOTE:
INDEX OF SHEETS
SHEET 1 - HEADING BLOCK, LOCATION MAP AND E.S.A. PHOTOGRAPHS, SURVEYOR'S MAP, LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS) ENGINEER'S & SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, CITY APPROVAL CERTIFICATE, COUNTY CLERK'S HIDALGO COUNTY D.O.T. CERTIFICATION, HIDALGO COUNTY DRAINAGE DISTRICT No. 1 CERTIFICATION, HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9 CERTIFICATE, REVISION NOTES.
SHEET 2 - WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS), ENGINEER'S CERTIFICATE & EXHIBIT
SHEET 3 - DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION REVISION NOTES.
FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK
ON: 6/22/11 AT 9:52 AM
INSTRUMENT NUMBER 2214785
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: DEPUTY
PLAT NOTES AND RESTRICTIONS:
LOCATION MAP
SCALE 1" = 4000'
SITE
C. MILE 10 NORTH
PRINCIPAL CONTACTS:
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
SHEET No. 1 OF 3 SHEETS
FILENAME F:\DATA\SUBDIVI\WESLACO\VAQUERO ESTATES PHASE I\PLAT
DATE PREPARED 9/27/10
PREPARED BY WJG
CHECKED BY AG
APPROVED BY AG
DATE REVISED 5/17/11
REVISED BY WJG
CHECKED BY AG
APPROVED BY AG



MULLER MODEL _____ OR EQUAL
AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4282

From:
REBEKAH DE LA FUENTE

Subject:
Discussion and consideration after public hearing on behalf of Eric Fonseca to approve Conditional Use Permit to obtain a Retail Dealer's On-Premise Late Hours License at 606 S. Missouri also being Lot 4, Block 51, Original Townsite of Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Three-fourths vote required. Possible action. (Staffed by Planning and Code Enforcement Department.)

Background:
The applicant is requesting to obtain a Conditional Use Permit to obtain a Retail Dealer's On-Premise Late Hours License. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on May 21, 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:
On January 15, 2019 the City Commission recommended denial of the late hour permit. On January 2, 2019 the P&Z Commission recommended denial of the late hour permit.

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 May 17, 2021.

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
The Planning and Zoning Commission recommended denial of the conditional use permit at their regular meeting of June 2, 2021

REBEKAH DE LA FUENTE	Created/Initiated
REBEKAH DE LA FUENTE	Approved
Mike Perez	New

City Manager Comments:
Deny.

Staff Recommendation:
Staff recommends denial based on previous action by City Commission

Attachments, if any:

CUP- 606 S Missouri- Memo, 606 S Missouri LH- attachments, 606 S Missouri- CUP- Aerial
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

M E M O

TO: Mayor and City Commission

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

RE: CUP- 606 S Missouri

DATE: June 8, 2021

The applicant is proposing to obtain a permit for On-Premise Late Hours Permit at the existing Krisp Gallery. This request was previously presented to the City Commission on January 15, 2019 the P&Z Commission on January 2, 2019 recommended denial of the request based on opposition from the surrounding property owners and the close proximity to a primarily residential area. Planning & Zoning recommended denial of the conditional use permit.

Thank you,

Rebekah de la Fuente, CFM

USE-0000065-2021

APPLICATION FOR CONDITIONAL USE PERMIT

RECEIVED
MAY 10 2021
Planning & Code Enforcement Dept.

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

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

FILE NO. _____

RECEIVED
MAY 10 2021
Planning & Code Enforcement Dept.

PROPOSED PROJECT

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

Lot _____ Block _____

Subdivision Name _____

Street Address 606 S. Missouri St

Existing Zoning _____ Existing Land Use _____

Purpose for the Conditional Use Permit Request For Late Hours

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

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

APPLICANT

Name Eric Fonseca Krisp Gallery Phone (956)(408-5020)

Address 606 S Missouri Ave Fax: _____

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

OWNER

Name Eric Fonseca Phone 956 408-5020

Address 606 S Missouri Ave Fax: _____

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

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

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

Yes_____ No _____

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

Signature Eric Fonseca Date 4/19/21
Owner

Signature Eric Fonseca Date 4/19/21
Applicant

Signature Eric Fonseca Date _____
Authorized Agent

STAFF USE ONLY

Accepted By_____Payment Received By _____Date Paid_____

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

P & Z Notice of Public Hearing Published in Newspaper Date _____

City Commission Notice of Public Hearing Published in Newspaper Date _____

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

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

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

Rebekah M. De La Fuente

From: Justin Gracia
Sent: Tuesday, May 25, 2021 8:55 AM
To: Rebekah M. De La Fuente
Cc: Joel Rivera
Subject: RE: TABC

Good morning Rebekah,

Since 2019, WPD has responded to 606 S Missouri 10 times.

Below is the list of calls to this location.

Call Type	
Alarm	5
Loud Music	2
Field Contact/Interview	2
Suspicious Vehicle	1

Respectfully,
Justin Gracia
CRIME ANALYST
Weslaco Police Department
901 N. Airport Dr.
Weslaco, TX 78596
Office (956) 968-8591 ext. 2013
Cell (956) 532-9343

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain proprietary information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are NOT the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Sent: Tuesday, May 25, 2021 8:42 AM
To: Joel Rivera <Joel.Rivera@weslacotx.gov>
Cc: Justin Gracia <jgracia@weslacotx.gov>
Subject: TABC

Good morning, Chief:

We have an incoming TABC for Mixed Beverage at 606 S Missouri, can you please run a report to see if the City has had any calls out to this location. It is going to be presented to Planning & Zoning Commission on June 2nd for consideration.

Thank you,

RECEIVED
MAY 10 2021
Planning & Code Enforcement Dept.

COPY

TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texans Helping Businesses & Protecting Communities

ON-PREMISE PREQUALIFICATION PACKET

L-ON (2/2021)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13
Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.
All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☐ Original ☒ Add Late Hours Only License/Permit Number
   ☐ Reinstatement ☐ Reinstatement and Change of Trade Name License/Permit Number
   ☐ Change of Location ☐ Change of Location and Trade Name License/Permit Number

2. Type of On-Premise License/Permit

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

3. Indicate Primary Business at this Location
   ☒ Restaurant ☐ Sporting Arena, Civic Center, Hotel ☐ Bar
   ☐ Grocery/Market ☐ Sexually Oriented ☐ Miscellaneous Art Gallery

4. Trade Name of Location (Name of restaurant, bar, store, etc.)
   Krisp Gallery

5. Location Address
   606-S. Missouri St

City	County	State	Zip Code
Weslaco	Hidalgo	TX	78596

6. Mailing Address: Same As Above

City	State	Zip Code

7. Business Phone No.: (956)605-3020 | Alternate Phone No.: (956) 376-6924 | E-mail Address: krispgallery6@gmail.com

OWNER INFORMATION

8. Type of Owner
   ☐ Individual ☒ Corporation ☐ City/County/University
   ☐ Partnership ☒ Limited Liability Company ☐ Other _____
   ☐ Limited Partnership ☐ Joint Venture
   ☐ Limited Liability Partnership ☐ Trust

9. Owner of Business/Applicant (Name of Corporation, LLC, etc.)

PRIMARY CONTACT PERSON

The primary contact person should be a person who can answer questions TABC may have about the application. The contact **phone and email are mandatory and must be active and updated regularly.** If additional information is needed, it will be requested from this contact person. **Delays in responding to requests may delay the processing and approval of your permit/license.**

10. Contact Person: Eric Fonseca	Relation to Business: Owner
Phone (mandatory): (956) 376-6924	Email (mandatory): krispgallery6@gmail.com

TABC DATESTAMP

11. Are you, the applicant, a veteran-owned business?	☐ Yes	☑ No
12. Are you, the applicant, a Historically Underutilized Business (HUB)?	☐ Yes	☑ No

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

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

Last Name	First Name	MI	Title
Eric [illegible]	Fonseca		Manager
Last Name	First Name	MI	Title
Gilbert [illegible]	Longoria		Manager
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION
Section 109.31 et seq.

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

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

15. Will your business be located within 300 feet of any private/public school, day care or child care facility?	☐ Yes	☑ No
If "YES," are the facilities located on different floors or stories of the building?	☐ Yes	☐ No

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

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

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

16. Will your business be located within 1,000 feet of a private school?	☐ Yes	☑ No
17. Will your business be located within 1,000 feet of a public school?	☐ Yes	☑ No

60-DAY SIGN

18. If required under Section 11.391 and 61.381, provide exact date the required sign was posted at the location.	Exact Date (MM/DD/YYYY)

ALL APPLICANTS

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

COMPLETE THE FOLLOWING CHECKLIST BEFORE SUBMITTING YOUR APPLICATION

Per Sec. 102.01, a tied house is defined as any overlapping ownership between those engaged in the alcoholic beverage industry at different levels of the three-tier system. No person having an interest in a permit issued by TABC may secure or hold, directly or indirectly, an ownership interest in a business on a different level.

All required forms have been completed.	☐ Yes ☐ No
I have reviewed all forms to ensure they are complete.	☐ Yes ☐ No
I have obtained all required local and state certifications (pages 3-5).	☐ Yes ☐ No
All application packets have been notarized.	☐ Yes ☐ No
Phone numbers and email address for contact person are up to date.	☐ Yes ☐ No
All additional documentation as required by the application packets is attached.	☐ Yes ☐ No
If required, out of state criminal history checks are attached (PHS #7).	☐ Yes ☐ No ☐ N/A
Certification of publication in local newspaper has been completed (page 5).	☐ Yes ☐ No ☐ N/A
A copy of the newspaper publication is attached (page 5).	☐ Yes ☐ No ☐ N/A

WARNING AND SIGNATURE

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

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

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

PRINT NAME Eric Fonseca SIGN HERE [signature]

TITLE Managing Member

Before me, the undersigned authority, on this 19th day of April, 2021, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE [signature]

SEAL

ELOISA RAMOS
Notary Public
State of Texas
ID # 129612677
My Comm. Expires 10-31-2021

CERTIFICATE OF CITY SECRETARY FOR MB, BG & BE

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

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

- ☐ **MB** Mixed Beverage Permit
- ☐ **MB/FB (RM)** Mixed Beverage Restaurant Permit with Food and Beverage Certificate (MB must also hold a Food and Beverage Certificate)
- ☐ **BG/FB** Wine and Beer Retailer's Permit with Food and Beverage Certificate (BG must also hold a Food and Beverage Certificate)
- ☐ **BG** Wine and Beer Retailer's Permit - **Election for given location was held for:**
  - ☐ legal sale of beer/wine (17%) on-premise ***AFTER*** Sept. 1, 1999
  - ☐ legal sale of beer/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999
- ☐ **BE** Beer Retail Dealer's On-Premise License

OR

☐ **I hereby refuse on this _____ day of _____, 20____ to certify this location.**

SIGN HERE _____ City Secretary/Clerk

_____ City, **TEXAS**

SEAL

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

Chapters 29 & 70 et seq.

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

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

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

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

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

OR

☐ **I hereby refuse on this _____ day of _____, 20____ to certify this location.**

SIGN HERE _____ _____, **TEXAS**

City Secretary/Clerk — City

S E A L

CERTIFICATE OF COUNTY CLERK FOR MB, BG & BE

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the county clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by order.

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

☐ **MB** Mixed Beverage Permit

☐ **MB/FB (RM)** Mixed Beverage Restaurant Permit with Food and Beverage Certificate (FB must also hold a Food and Beverage Certificate)

☐ **BG/FB** Wine and Beer Retailer's Permit with Food and Beverage Certificate (BG must also hold a Food and Beverage Certificate)

☐ **BG** Wine and Beer Retailer's Permit - **Election for given location was held for:**

- ☐ legal sale of beer/wine (17%) on-premise ***AFTER*** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise ***BEFORE*** Sept. 1, 1999

☐ **BE** Beer Retail Dealer's On-Premise License

OR

☐ **I hereby refuse on this _____ day of _____, 20____ to certify this location.**

SIGN HERE _____ _____ **COUNTY**

County Clerk

S E A L

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

Chapters 29 & 70 et seq

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

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

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

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

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

OR

☐ **I hereby refuse on this _____ day of _____, 20____ to certify this location.**

SIGN HERE _____ _____ **COUNTY**

County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Section 11.46 (b) & 61.42 (b)

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

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____ **FIELD OFFICE** _____

SEAL

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

Section 11.39 and 61.38

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

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

May 21, 2021

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 2, 2021 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, June 15, 2021 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

Eric Fonseca is requesting a Conditional Use Permit to obtain a Retail Dealer's On-Premise Late Hours License at 606 S. Missouri. Also being Lot 4, Block 51, Original Townsite of Weslaco, Weslaco, Hidalgo County, and 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.

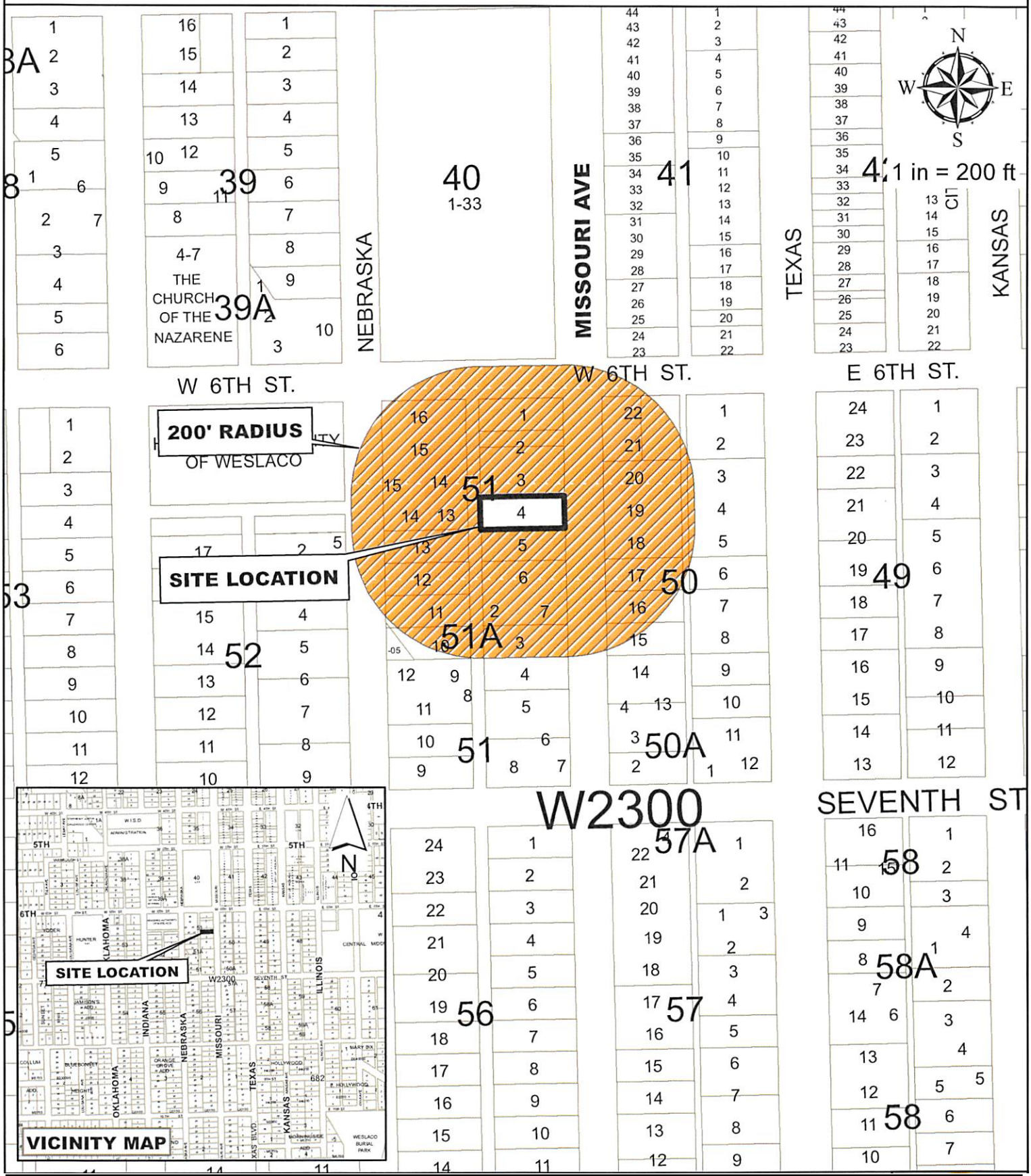
Sincerely,

Rebekah de la Fuente, CFM
Planning Director

Planning & Code Enforcement

CITY OF WESLACO

Planning & Code Enforcement



Eric Fonseca
Weslaco Original Townsite
606 S Missouri Ave
Lot 4 of Block 51

Purpose for the conditional use
Existing zoning: B-1
Existing land use: Neighborhood Business
CUP request: Late Hours

City of Weslaco Code Enforcement Dept.

DEC 19, 2018

602 SOUTH CORPORATION ATTN: ACCOUNTING DEPT PO BOX 579 MCALLEN TX 78505-0579	W2300-00-050-0001-00 WESLACO ORIGINAL TOWNSITE BLK 50 602 S TEXAS BLVD	L: 72000 B: 43459
IBC BANK PO BOX 579 MCALLEN TX 78505-0579	W2300-00-050-0003-00 WESLACO ORIGINAL TOWNSITE LOTS 3 606 S TEXAS BLVD	L: 252000 B: 1060752
IBC BANK INTERNATIONAL BANK OF PO BOX 579 MCALLEN TX 78505	W2300-00-050-0006-00 WESLACO ORIGINAL TOWNSITE BLK 50 LT 6 610 S TEXAS BLVD	L: 39600 B: 0
RODRIGUEZ ELVIRA B 534 LINAVES WESLACO TX 78596	W2300-00-050-0015-00 WESLACO ORIGINAL TOWNSITE BLK 50 615 S MISSOURI AVE	L: 20100 B: 0
CASTELLANOS LESLEY A 534 LINARES WESLACO TX 78596-5782	W2300-00-050-0016-00 WESLACO ORIGINAL TOWNSITE BLK 50 613 S MISSOURI AVE	L: 20100 B: 45989
GRACIA ELVIA N & EDNA ZAMORA PO BOX 384 WESLACO TX 78599-0384	W2300-00-050-0017-00 WESLACO ORIGINAL TOWNSITE BLK 50 611 S MISSOURI AVE	L: 20100 B: 18497
BRACE ROBERT 2000 N 8TH ST MCALLEN TX 78501-2263	W2300-00-050-0021-00 WESLACO ORIGINAL TOWNSITE BLK 50 107 W 6TH ST	L: 36000 B: 33089
ALMARAZ ROSENDO Jr 1308 FULLERTON AVE MCALLEN TX 78504-5756	W2300-00-050-0021-05 WESLACO ORIGINAL TOWNSITE W1/2 L 6 S MISSOURI AVE	L: 36000 B: 0
EHCP INVESTMENTS LLC 27964 ATLANTIC AVE HIGHLAND CA 92346-2704	W2300-00-051-0004-00 WESLACO ORIGINAL TOWNSITE LOT 4 606 S MISSOURI AVE	L: 39000 B: 36095
EHCP INVESTMENTS LLC 27964 ATLANTIC AVE HIGHLAND CA 92346-2704	W2300-00-051-0005-00 WESLACO ORIGINAL TOWNSITE BLK 51 608 S MISSOURI AVE	L: 39000 B: 25893
SIMMONS JAMES C JR & LORI G 612 S MISSOURI WESLACO TX 78596-6940	W2300-00-051-0006-00 WESLACO ORIGINAL TOWNSITE LT 6, NAL BLK 51,51A 612 S MISSOURI AVE	L: 63050 B: 31711
PEREZ JOSE S & CRISTINA 718 COUNTRY LN WESLACO TX 78599-9330	W2300-00-051-0007-00 WESLACO ORIGINAL TOWNSITE S36.7' S 3 & 4 BLK 51A 614 S MISSOURI AVE	L: 21775 B: 33776

DEC 19, 2018

TALBERT RICHARD S 612 S TEXAS BLVD WESLACO TX 78596-6222	W2300-00-051-0010-00 WESLACO ORIGINAL TOWNSITE LOT 10 621 S NEBRASKA	L: B:	21775 14917
RAMIREZ MICHAEL A & IRENE R 615 S NEBRASKA AVE WESLACO TX 78596-6923	W2300-00-051-0010-10 WESLACO ORIGINAL TOWNSITE LOT 10 0	L: B:	18425 0
MEDRANO NESTORA & JOSE 613 S NEBRASKA AVE WESLACO TX 78596-6923	W2300-00-051-0011-00 WESLACO ORIGINAL TOWNSITE ALL OF TRIA SHAPE TR BEING NW 6.7FT OF 613 S NEBRASKA	L: B:	21775 15809
GARZA ELIDA C 618 S NEBRASKA AVE APT 1 WESLACO TX 78596-6952	W2300-00-051-0011-01 WESLACO ORIGINAL TOWNSITE LOT 11 K 51 & LOTS 8 & 9 BLK 51-A 619 S NEBRASKA	L: B:	43550 29633
RAMIREZ MICHAEL A & IRENE R 615 S NEBRASKA AVE WESLACO TX 78596-6923	W2300-00-051-0012-05 WESLACO ORIGINAL TOWNSITE S50'-N K 51 615 S NEBRASKA	L: B:	4110 29268
GOVEA LETICIA 609 S NEBRASKA AVE WESLACO TX 78596-6923	W2300-00-051-0013-00 WESLACO ORIGINAL TOWNSITE S 48.2 609 S NEBRASKA	L: B:	20904 18748
FIRST CHRISTIAN CHURCH 205 W 6TH ST WESLACO TX 78596-6035	W2300-00-051-0013-01 WESLACO ORIGINAL TOWNSITE N50' L LK 51; LTS 14-16 BLK 51A 205 W 6TH ST	L: B:	39000 270000
THE FIRST CHRISTIAN CHURCH OF 205 W 6TH ST WESLACO TX 78596-6035	W2300-00-051-0002-00 WESLACO ORIGINAL TOWNSITE S1/2 BLK 51	L: B:	32663 0
THE FIRST CHRISTIAN CHURCH OF 205 W 6TH ST WESLACO TX 78596-6035	W2300-00-051-0001-00 WESLACO ORIGINAL TOWNSITE LOT 1 51	L: B:	32663 0

Conditional Use Permit
On-Premise Late Hours
Legend
606 S Missouri Ave
S Nebraska Ave
S Missouri Ave
S Texas Blvd
100
88
Google Earth
© 2021 Google
© 2021 INEGI
N
200 ft

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4283
From: REBEKAH DE LA FUENTE	
Subject: Discussion and consideration for the Final Plat for Moreland Apartments Subdivision– being 2.03 acres out of Farm Tract 1033, the West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northwest corner of E. Moreland Dr. and Plaza Los Encinos and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)	
Background: The proposed seven (7) lot subdivision is located inside the City of Weslaco. This subdivision is being serviced with water by the City of Weslaco through a 8” waterline and sewer by City of Weslaco services through an 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 June 2, 2021		

REBEKAH DE LA FUENTE	Created/Initiated
REBEKAH DE LA FUENTE	Approved
Mike Perez	New

City Manager Comments: Approve.
Staff Recommendation: Staff recommends approval of Final Plat.
Attachments, if any: Morealand Apartments- Final Plat- Memo, MORELAND APTS - Application & Drainage Report, Moreland- Aerial, MORELAND SUBDIVISION PLAT
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

M E M O

TO: Mayor and City Commission

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

RE: Moreland Apartment-Final Plat

DATE: June 8, 2021

The proposed use for the 7-lot subdivision will be for four-plex apartments. The developer is not requesting a variance for this project and has complied with all departmental and Planning & Zoning comments. This subdivision is being serviced with water by the City of Weslaco through an 8" waterline and sewer by City of Weslaco services through a 6" sewer line

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: MORELAND APARTMENTS SUBDIVISION

Location: NORTHWEST CORNER OF E. MORELAND DR. AND PLAZA LOS ENCINOS IN WESLACO, TEXAS

Legal Description: A 2.03-ACRE TRACT OF LAND OUT OF FARM TRACT 1033, THE WEST AND ADAMS TRACT SUBDIVISION, AS PER MAP THEREOF RECORDED VOLUME 2, PAGED 34-37, OF THE MAP RECORDS OF SAID COUNTY; BEING ON THE NORTHWEST CORNER OF THE PLAZA LOS ENCINOS DRIVE AND MORELAND DRIVE INTERSECTION IN THE CITY OF WESLACO.

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: B-2 SECONDARY & HIGHWAY DISTRICT

Existing Land Use: R-2 Proposed Land Use: DUPLEX & APARTMENTS

Number of Lots Proposed: 7 Gross Acreage: 2.098-ACRE

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: LEONARDO MUNOZ Telephone: _____

Address: 3533 MORELAND DRIVE SUITE "A" Fax: _____

City: WESLACO State: TX Zip: 78596 E-mail: LEO.MUNOZ@WESLACOTX.GOV

ENGINEER INFORMATION

Name: IDEN I. TREVINO Telephone: 956-283-8847

Address: 200 S. 10TH ST. STE 1303 Fax: _____

City: MCALLEN State: TX Zip: 78501 E-mail: IDENT@TREVINOENGINEERING.COM KARIME@TREVINOENGINEERING.COM

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: CITY OF WESLACO

☒ YES ☐ NO Wastewater Provision: CITY OF WESLACO

☒ YES ☐ NO Electric Company: A E P

☐ YES ☒ NO Phone Utility_____	☐ YES ☒ NO Gas Utility	☐ YES ☒ NO Cable Utility

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District HCDD #1	☒ YES ☐ NO Irrigation District HCCID # 9

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

_____**Two (2)** sets of plats **folded and stapled** (24 x 36) and forward a copy in PDF format to **mhinojosa@weslacotx.gov** & **rdelafuente@weslacotx.gov**
_____**$355.00** Planning Review fee
_____One 11" X 17" reduced copy of plat
_____Plat Layout
- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements
- _____Contours
- _____Flood Zones
- _____Adjoiners
- _____Existing street names

_____Drainage plans and calculations with engineer's seal
- _____Elevations
- _____Flood directional arrows
- _____Detention areas
- _____Street names

_____Proof of ownership of the property
_____If septic tank system required, submit soil evaluation report
_____Water Rights associated with the property
_____Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

_____**Twelve (12)** sets of preliminary plat **folded and stapled** (24 x 36) and forward a copy in PDF format to **mhinojosa@weslacotx.gov** & **rdelafuente@weslacotx.gov**
_____**$350.00** (one time fee for preliminary and final plat)
_____One 11" X 17" reduced copy of plat
_____Plat Layout
- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements

_____Contours
_____Flood Zones
_____Adjoiners
_____Existing & Proposed street names
_____Utility Layout
_____Existing & Proposed Utilities
_____Proposed Fire Hydrants
_____Adjoiners
_____Street names
_____Drainage plans and calculations with engineer's seal
_____Elevations
_____Flood directional arrows
_____Detention areas
_____Street names
_____Proof of ownership of the property
_____If septic tank system required, submit soil evaluation report
_____Water Rights associated with the property
_____Tax Receipt for all taxing entities showing that taxes are paid in full
_____Number of fire hydrants proposed for subdivision
_____Trip Generation Worksheet

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

X **Twelve (12)** sets of plans **FOLDED & STAPLED** (24 x 36) & **PDF** copy **with all corrections**
X Plats to be sealed by Professional Engineer
X 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: LEONARDO MUNOZ

Owner Signature: _____ Date: 04/14/2021

_____ is the authorized agent

Authorized Agent Signature: _____ Date: 04/14/2021

Authorized Agent Printed Name: IDEN I. TREVINO

****

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: _____

_____

Proposed
MORELAND APARTMENTS SUBDIVISION

Weslaco, Texas

DRAINAGE REPORT

Prepared For:

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

Prepared By:

Iden I. Treviño, P.E.

Reg. Engineering No. F-7906

TREVIÑO ENGINEERING
200 S. 10th Street, Suite 1303 Tel 956.283.8847
McAllen, Texas 78501

February 2021

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ENGINEERING PROPERTIES 26

DRAINAGE REPORT
Moreland Apartments Subdivision
Weslaco, Texas

Introduction:

The proposed Moreland Apartments Subdivision is located on the northwest corner of E. Moreland Dr. and Plaza Los Encinos in Weslaco, Texas. The property is 2.098 acres gross area and 1.709 acres net area. The propose Moreland Apartments Subdivision will consist of 7 lots for apartments development. This report is intended to fulfill the drainage requirements of Moreland Apartments Subdivision. Please see the attached Plat for more details.

This property is located on the northwest corner of E. Moreland Dr. and Plaza Los Encinos in Weslaco, Texas, within the City limits of Weslaco, Texas. Currently, the property is vacant. Commercial developments are adjacent to the property to the west and south, a residential development to the east. 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 X" Community Panel Number 480334 0450 C* Map Revised , *June 6, 2000. "Zone X"* are areas determined to be outside of the 500-year flood plain; Base flood elevation and flood hazard factors not determined. 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 Hidalgo County by the U.S.D.A. Soil Conservation Services, the site consists of two soil types; (25)-Hidalgo fine sandy loam, with 0 to 1 percent slopes; ***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. (28)-Hidalgo sandy clay loam, with 0 to 1 percent slopes; ***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. More details may be found in the Soil Properties portion of this document.

Existing Drainage Conditions:

Existing storm runoff within this property currently flows overland in both west and south directions. Runoff currently flows into drainage system along Moreland Drive.

Drainage Requirements:

The post-developed storm runoff in the amount of 1575 cubic feet will be detained within detention ponds at each lot. The existing peak runoff from a 10-year storm determined using the rational method is 0.42 cfs for a 10-year return frequency and the anticipated peak runoff after development is calculated to be 1.77 cfs for a 50-year return frequency for each lot.

In accordance with the County's drainage requirements of not increasing the amount of existing runoff, we have calculated that 1575 cubic feet of storm runoff to be detained within detention ponds. Lot owner will main the detention pond.

Iden I. Trevino, P.E.
Treviño Engineering F-7906

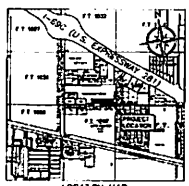
03/26/2021

ATTACHMENTS

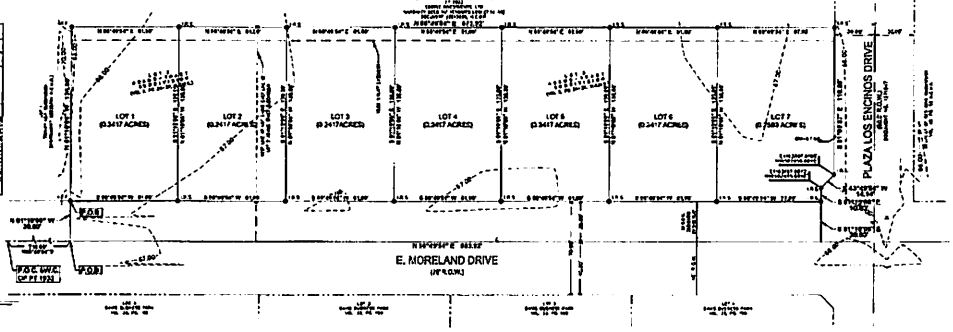
MORELAND APARTMENTS SUBDIVISION

WESLACO, TEXAS

A 2.038 ACRE TRACT OF LAND OUT OF FARM TRACT 1033, THE WEST AND ADAMS TRACT SUBDIVISION, AS PER MAP THEREOF RECORDED VOLUME 7, PAGE 34 37, OF THE MAP RECORDS OF HIDALGO COUNTY



LOCATION MAP
SCALE: 1"=1000'



N

SCALE: 1"=30'

LEGEND:

MORELAND APARTMENTS SUBDIVISION

NOTES AND BOUNDS DESCRIPTION

A 2.038 ACRE TRACT OF LAND OUT OF FARM TRACT 1033, THE WEST AND ADAMS TRACT SUBDIVISION, AS PER MAP THEREOF RECORDED VOLUME 7, PAGE 34 37, OF THE MAP RECORDS OF SAID COUNTY, BEING ON THE SAID PLAZA LOS ENCINOS DRIVE AND MORELAND DRIVE INTERSECTION IN THE CITY OF WESLACO, A SAID MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

SAID POINT OF COMMENCEMENT (P.O.C.) BEING AT A POINT WITHIN THE EXISTING RIGHT-OF-WAY OF SAID MORELAND DRIVE FOR THE APPARENT NORTHWEST CORNER OF SAID FARM TRACT 1033, THENCE, NORTH 89 DEGREES 41 MINUTES 34 SECONDS EAST, 99.84 FEET SOUTH OF AND PARALLEL TO THE APPARENT EXISTING NORTH RIGHT-OF-WAY LINE OF SAID MORELAND DRIVE (ONE POINT EXISTING RIGHT-OF-WAY) AND WITH THE APPARENT NORTHLINE AND CORNER OF TRINITY MAP SUBDIVISION (MAP SLIDE NO. 323 DOOR), SAID RECORDED, 1033.0 FEET, WITH A 1, AND THE SOUTHWEST CORNER OF SAID 2.038 ACRE TRACT AND BEING THE POINT OF BEGINNING OF 0.0.0.0 SAID 2.038 ACRE TRACT OF LAND HEREIN DESCRIBED

THENCE, SOUTH 89 DEGREES 39 MINUTES 06 SECONDS WEST, PARALLEL TO THE APPARENT NORTH RIGHT-OF-WAY LINE OF SAID EXISTING MORELAND DRIVE AND WITH THE APPARENT ASSUMING EAST LINE LINE OF SAID TRINITY MAP SUBDIVISION AND WEST SIDE LINE OF SAID 2.038 ACRE TRACT, A DISTANCE OF 99.84 FEET PASS A HOLE ROAD FOUND ON THE SAID MORELAND DRIVE EXISTING NORTH RIGHT-OF-WAY LINE FOR THE SOUTHEAST CORNER OF SAID 2.038 ACRE TRACT AND SUBDIVISION, CONTINUING FOR A TOTAL OF 369.80 FEET TO A NO. 4 REBAR FOUND ON THE SAID MORELAND DRIVE EXISTING NORTH RIGHT-OF-WAY LINE FOR THE SOUTHWEST CORNER OF LOT 1 AND OF SAID TRINITY MAP SUBDIVISION, CONTINUING FOR A TOTAL OF 369.80 FEET TO A NO. 4 REBAR FOUND ON THE SOUTH LINE OF A 2.14 ACRE TRACT WEST 30 ± (M.R.);

THENCE NORTH 89 DEGREES 41 MINUTES 34 SECONDS EAST, PARALLEL NOT ON SAID SOUTH LOT LINE OF FARM TRACT 1033, AND WITH THE APPARENT ASSUMING SOUTH LOT LINE OF SAID 2.04 ACRE TRACT 99.84 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED "2781" ON THE APPARENT WEST RIGHT-OF-WAY LINE OF SAID PLAZA LOS ENCINOS DRIVE AND AT THE NORTHEAST CORNER OF SAID 2.038 ACRE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 89 DEGREES 39 MINUTES 57 SECONDS EAST, WITH SAID WEST RIGHT-OF-WAY LINE OF PLAZA LOS ENCINOS DRIVE, A DISTANCE OF 150.00 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED "2781" FOR AN EXTERIOR CORNER OF SAID 2.038 ACRE TRACT HEREIN DESCRIBED;

THENCE, NORTHWARDLY 89 DEGREES 20 MINUTES 46 SECONDS WEST, WITH THE SAID EXISTING WEST RIGHT-OF-WAY LINE OF PLAZA LOS ENCINOS DRIVE, 150.00 FEET PASS A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED "2781" ON THE SAID EXISTING NORTH RIGHT-OF-WAY LINE OF SAID MORELAND DRIVE, CONTINUING FOR A TOTAL DISTANCE OF 369.80 FEET TO A POINT WITHIN THE SAID EXISTING RIGHT-OF-WAY OF MORELAND DRIVE AND ON THE SAID SOUTH LINE OF SAID TRACT 1033 FOR THE APPARENT NORTHWEST CORNER OF SAID 2.038 ACRE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 89 DEGREES 41 MINUTES 34 SECONDS WEST, WITH THE SAID SOUTH LINE OF FARM TRACT 1033, A DISTANCE OF 150.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 2.038 ACRE TRACT HEREIN DESCRIBED, AND THE POINT OF BEGINNING, CONTAINING A GROSS OF 2.038 ACRES OF LAND, OR MORE OR LESS OF AN ACRE LESS 10 SQUARE FEET RIGHT-OF-WAY, LEAVING A NET OF 1.790 ACRES OF LAND, MORE OR LESS

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

ON: _____ AT _____ AM/PM
DOCUMENT NUMBER: _____
OF MAP RECORDS OF HIDALGO COUNTY TEXAS

BY: _____ DEPUTY

GENERAL NOTES:

1. FLOOD ZONE DESIGNATION: ZONE "X" (SHADED II)
AREAS OF 500-YEAR FLOOD; AREAS OF 100 YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY PANEL NUMBER: 480343 0010 C
MAP REVISED: APRIL 6, 2000
REVISED TO REFLECT WORK DATE'S: MAY 1ST, 2001

2. MINIMUM ACHIEVABLE FINISH FLOOR ELEVATION IS 18" ABOVE TOP CURB OF ROADWAY MEASURED AT FRONT CENTER OF EACH LOT

3. MINIMUM SLAB SIZES IS 1500 SF.
FRONT: 20 FEET
REAR: 15 FEET
SIDES: 5 FEET

4. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE REGULATIONS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 0.19 CUBIC FEET / 0.2 AC. FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IS ACCORDANCE WITH THE LOCAL REGULATIONS, WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BY STATEMENT DO NOTHING AND ACKNOWLEDGE MORE THAN THE DETAINED VOLUME (HEIGHT ABOVE 0' IF DETERMINES AT THE ENVIRONMENT FORMER STAGE SHALL TAKE THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE SUCH THE IMPROVEMENT AREA SHALL ENCASE TOTAL THE ENGINEER CONSIDERED FOR THE CALCULATION OF THIS SUBDIVISION.

5. NO BUILDING PERMIT WILL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM HAS BEEN APPROVED BY THE CITY OF WESLACO FOR ANY DEVELOPMENTS WITHIN THIS SUBDIVISION.

6. OWNERS ARE TO MAINTAIN STORM WATER DETENTION AREAS.

7. OWNERS ARE TO MAINTAIN THE FRONT OF WAYS ON THE EXTERIOR PERIMETER OF THE SUBDIVISION.

8. 4 SAT SIDEWALK WITH 100 CONSTANT WIDE CURB RAMPS AND LANDINGS SHALL BE REQUIRED ALONG THE NORTH SIDE OF MORELAND DRIVE AND THE WEST SIDE OF PLAZA LOS ENCINOS DRIVE AT THE BUILDING PERMIT STAGE.

9. PROJECT BENCHMARK: TBM, ON MONUMENT FOUND
NORTHING: 16,000.00 FEET
EASTING: 97,000.00 FEET
VERTICAL DATUM: U.S.G.S. NAVD 1988 BASED ON GEOID MODEL 2009
ELEVATION = 57.00 FEET.

BENCH MARK NO. 1 - TBM ON MONUMENT FOUND SITUATED 0.30 FT EAST OF PROPERTY LINE AND 30 FT NORTH OF THE SOUTHEAST CORNER OF THIS PROPERTY.

10. NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF BUILDING, FENCES, SHRUBS, TREES, AND OTHER OBSTRUCTIONS THAT MAY INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN THE EASEMENTS. ALL OWNERS SHALL BE RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF ALL PROPERTY OWNED BY THE OWNER OR THE PUBLIC WHICH MAY BE DAMAGED OR FOUND TO BE IN CONFLICT WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN THE EASEMENTS AND RIGHTS-OF-WAY.

11. ENCROACHMENT AGREEMENTS MAY BE REQUIRED FOR ANY ENCROACHMENTS INTO THE EASEMENTS AND RIGHTS-OF-WAY.

12. LANDSCAPING AS PER CITY OF WESLACO ORDINANCE.

13. ENFORCEMENT OF ANY PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE EASEMENT IS GRANTED.

14. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.

15. A FENCE SHALL BE REQUIRED FOR ANY LOTS ABUTTING OR FRONTING ANY DRAINAGE DITCH AT THE BUILDING PERMIT STAGE.

16. STREETLIGHT MUST BE LOCATED EVERY 300 FEET.

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

THAT I, LEONARDO JUAREZ, OWNER OF THE REAL PROPERTY THE SUBJECT OF THIS PLAT, AND DESIGNATED HEREIN AS MORELAND APARTMENTS, DESCRIBED IN THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER THOSE PORTIONS OF THE SUBDIVISION DESIGNATED AS STREETS, ALLEYS, EASEMENTS, PARKS, WATER RECLAMATION AND DRAINS, EXCEPT THAT THE UNDERSIGNED SHALL RETAINED AND HOLD HARMLESS THE CITY OF WESLACO, TEXAS.

WITNESS MY HAND ON THIS THE _____ DAY OF, _____ A.D. 2021.

LEONARDO JUAREZ
SF TRINITY DEVELOPMENT GROUP, INC
2121 MORELAND DRIVE SUITE 5
WESLACO, TEXAS 78596

STATE OF TEXAS
COUNTY OF HIDALGO

ON THIS DAY PERSONALLY APPEARED LEONARDO JUAREZ, OWNER, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS CAPACITY THEREIN STATED.

WITNESS MY HAND ON THIS THE _____ DAY OF _____, A.D. 2021.

NOTARY PUBLIC

APPROVAL BY PLANNING

THIS PLAT WAS SUBMITTED AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO AND IS NOW APPROVED BY SUCH COMMISSION.

DATED THIS THE _____ DAY OF _____, A.D. 2021.

CHAIRMAN
PLANNING AND ZONING COMMISSION
WESLACO, TEXAS

APPROVED BY DRAINAGE DISTRICT

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTY IDS DRAINAGE DISTRICT No.9

DATED THIS _____ DAY OF _____, 20__.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED WITHIN HIDALGO AND CAMERON COUNTY IDS DRAINAGE DISTRICT No.1 EXCEPT WHERE HIDALGO EASEMENTS WITHOUT THE EXPRESS WRITTEN PERMISSION OF HCID NO.

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

3. HCID #9 WILL NOT BE RESPONSIBLE FOR THE LITIGATION/DRAINAGE WATER CREATED TO ANY LOT WITHIN THE SUBDIVISION AS WELL HCID #9 WILL NOT BE RESPONSIBLE FOR THE RESULTS OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF ANY SUCH, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

4. HCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR LITTLE ICE SYSTEMS DESIGNED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON WHAT MUST ACCEPTED HIDALGO AND CAMERON COUNTIES DRAINAGE DISTRICT NO. 9

APPROVALS

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, TEXAS HEREBY CERTIFY THAT THE SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY THEN NOW APPROVED, & RECORDED.

DATED THIS THE _____ DAY OF _____ A.D. 20__.

_____ ATTEST _____
MAYOR CITY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

THAT I, HOWARD LEE DURHAM, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND 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 WESLACO.

HOWARD LEE DURHAM, R.P.L.S. No. 3741

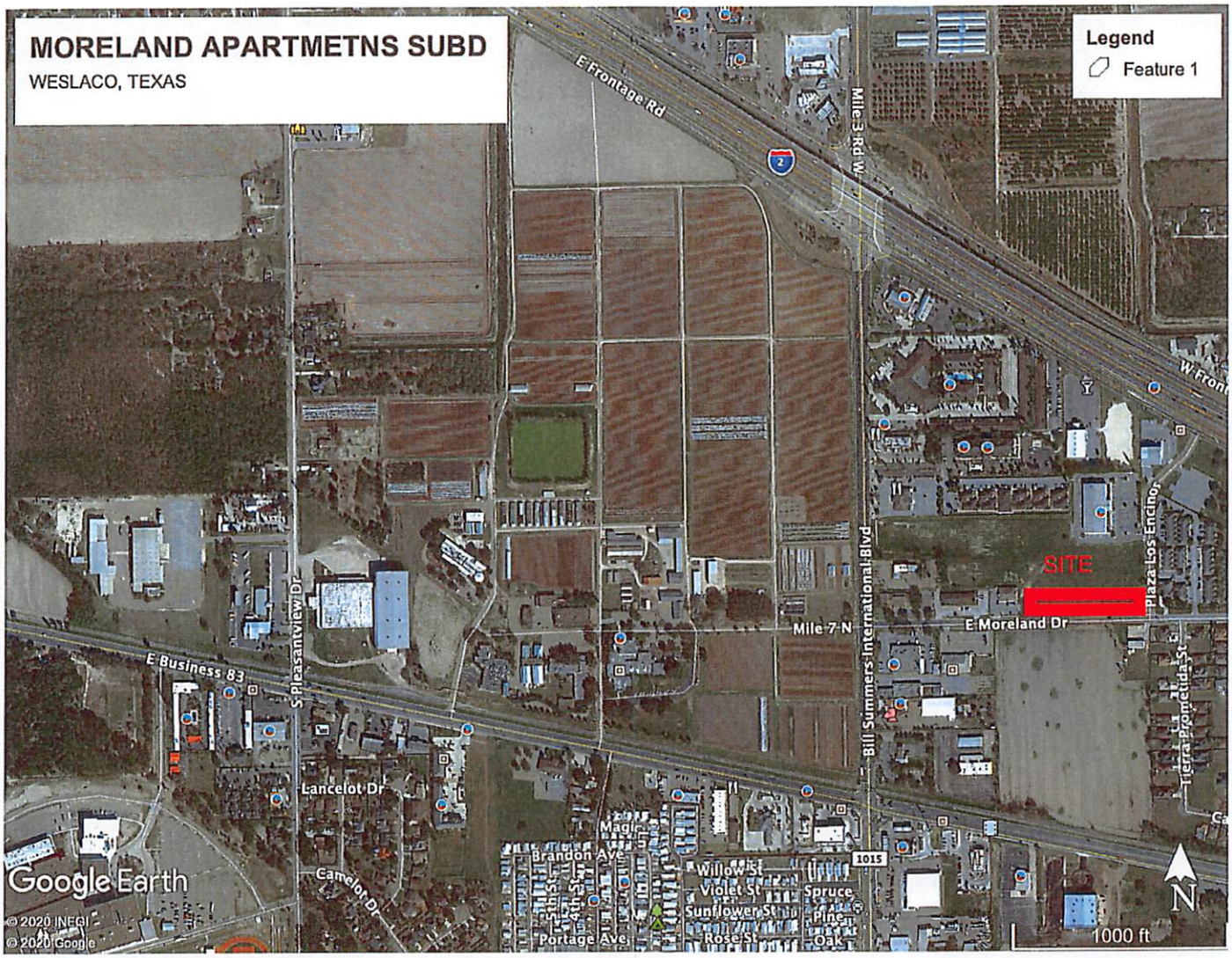
STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, DEAN L. BROWNING, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

DEAN L. BROWNING, P.E. No. 92845

DATE OF PREPARATION: NOVEMBER 22, 2020

TREVIÑO ENGINEERING
FIRM No. F-7906
TEL No. (956) 283-8847
200 S. 10th St. Ste. 1303
McAllen, Texas 78501
ident@trevinoengineering.com


MORELAND APARTMETNS SUBD
WESLACO, TEXAS
Legend
Feature 1
E Frontage Rd
Mile 3 Rd W
W Front
SITE
Plaza Los Encinos
E Moreland Dr
Mile 7 N
Bill Summers International Blvd
Terra Promotida St
E Business 83
S Pleasantview Dr
Lancelot Dr
Camelot Dr
Brandon Ave
Portage Ave
Willow St
Violet St
Sunflower St
Rose St
Spruce
Pine
Oak
1015
Google Earth
© 2020 INEGI
© 2020 Google
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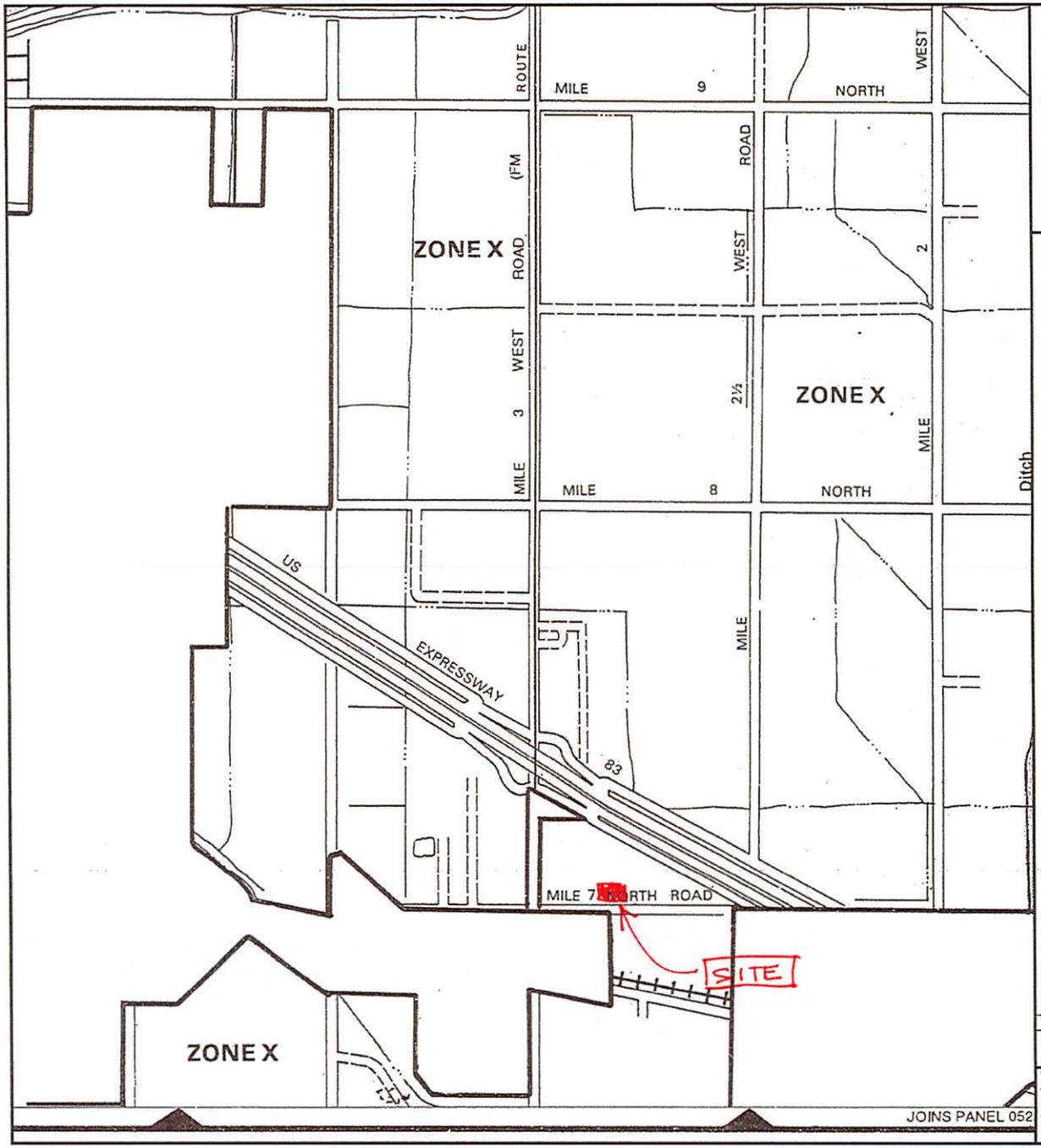


insurance agent or call the National Flood Insurance Prog

APPROXIMATE SCALE
2000 0

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

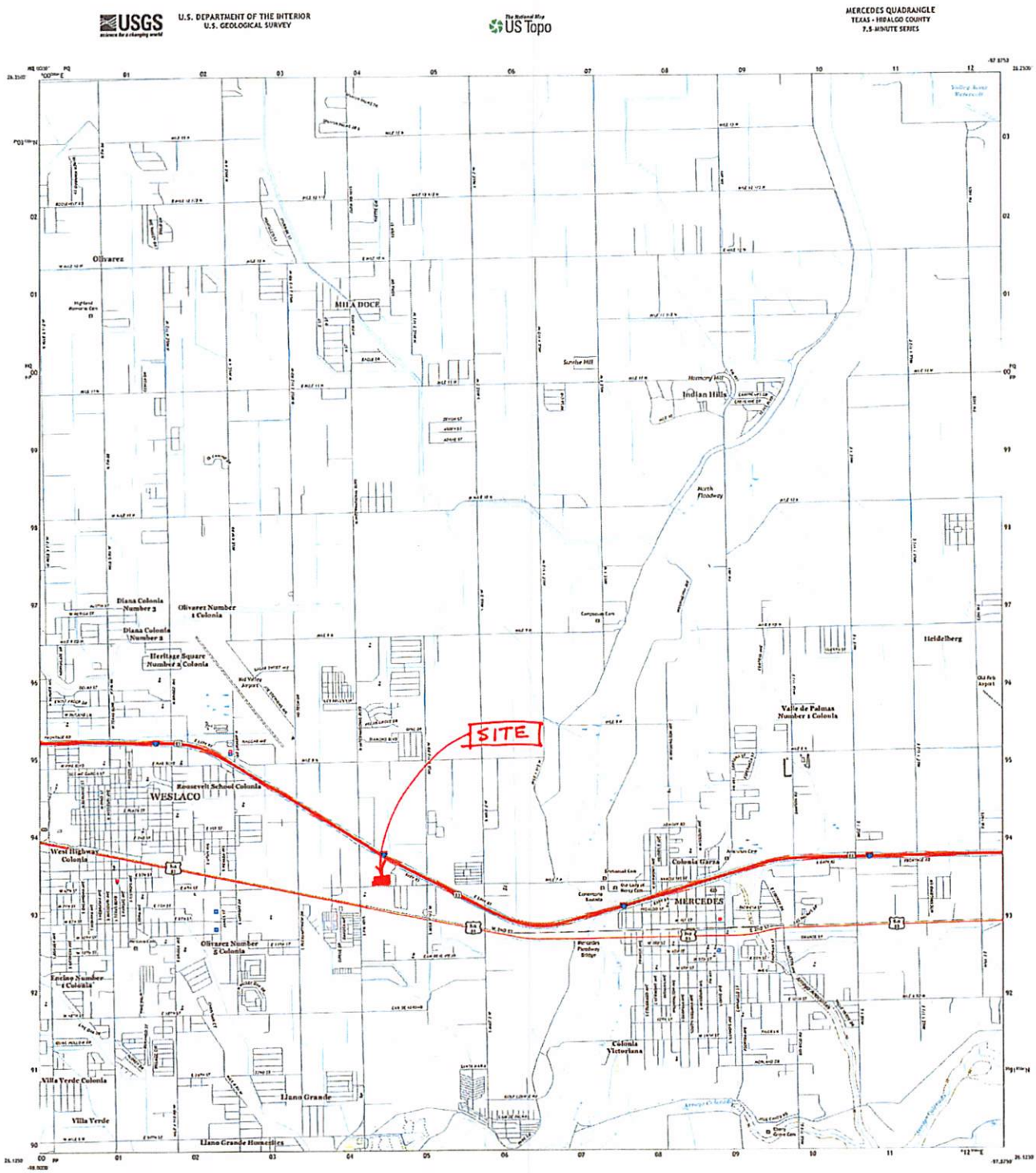
HIDALGO COUNTY, TEXAS
(UNINCORPORATED AREAS)

(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


USGS
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
The National Map
US Topo
MERCEDES QUADRANGLE
TEXAS - HIDALGO COUNTY
7.5-MINUTE SERIES
SITE
Olivarez
MILA DOCE
Indian Hills
Heidelberg
Diana Colonia Number 3
Olivarez Number 1 Colonia
Diana Colonia Number 2
Heritage Square Number 2 Colonia
Valle de Palmas Number 1 Colonia
WESLACO
Roosevelt School Colonia
West Highway Colonia
MERCEDES
Olivarez Number 2 Colonia
Encino Number 1 Colonia
Colonia Victoriana
Villa Verde Colonia
Llano Grande
Villa Verde
Llano Grande Homesites
SCALE 1:24 000
MERCEDES, TX
2019

DRAINAGE CALCULATIONS

TREVIÑO ENGINEERING
FIRM REGISTRATION NO. F-7906
200 S. 10th St. Ste. 1303
McALLEN, TEXAS 78501
PHONE (956) 283-8847

EXHIBIT A
Drainage Calculations, Area 1

Project Name: MORELAND APARTMENTS SUBDIVISION
Project No.: 20-196

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

Undeveloped		Developed		Velocity Constants							
10	year storm	50	year storm	Slope =	0.38	%	proposed	Length =	130	ft	Drop = 6 in
b=	87	b=	99	Slope =	0.51	%	existing	Length =	130	ft	Drop = 8 in
e=	0.778	e=	0.749	k =	0.457	grassed waterway					
d=	9.2	d=	9.2	k =	0.619	paved area					
				Ku =	3.28						

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

V = (Ku)(k)(Sp)^1/2

a) existing unimproved conditions: vel = 1.07 ft/sec
b) proposed commercial conditions: vel = 1.26 ft/sec

3) Accepted Runoff Coefficients

		Runoff Coeff.	Description
a) Building/Roofs	c = 0.90		
b) Asphalt	c = 0.90		
c) Detention/Trench Trough	c = 0.20		
d) Concrete	c = 0.90		
e) Unimproved area (grass)	c = 0.20		

4) Total Area =	0.242 ac	0.68	Cumulative Areas
Area 1	0.096 ac	0.90	Building/Roofs
Area 2	0.000 ac	0.90	Asphalt
Area 3	0.023 ac	0.20	Detention/Trench Trough
Area 4	0.069 ac	0.90	Concrete
Area 5	0.054 ac	0.20	Unimproved area (grass)

FROM SITE PLAN

C
0.90 ROOF : 4,166/43560 = 0.096
0.20 DETENTION: 1000/43560 = 0.023
0.90 CONCRETE : 3,027/43560 = 0.069
0.20 Unimproved : 2340/43560 = 0.054
green

Weighted Runoff C = 0.68

II. Existing Conditions

A) Drainage area
Length of runoff = 130 ft
Tc = 130 / (V ft/sec x 60 sec) = 2.0 min. Use 10.0 min
I (10 yr) = b/(Tc+d)^e = 8.73 in/hr
Q=CIA= 0.20 8.73 0.24 = 0.42 cfs

III. Ultimate Developed Conditions

Weighted Runoff Coefficient

C= (C1A1+C2A2+C3A3+C4A4+...)/Atotal= 0.68

A) Drainage area
Length of runoff = 130 ft
Drainage area = 0.24 ac.
Tc = 130 / (V ft/sec x 60 sec) = 1.7 min. Use 10.0 min
I (10 yr) = b/(Tc+d)^e = 10.83 in/hr
Q=CIA= 0.68 10.83 0.24 = 1.77 cfs

IV. Comments

Qdev =	1.77	cfs
Qexist =	0.42	cfs
Difference =	1.35	cfs

STATE OF TEXAS
IDEN I. TREVIÑO
92036
LICENSED
PROFESSIONAL ENGINEER

03/26/2021

TREVIÑO ENGINEERING
FIRM REGISTRATION NO. F-7906
200 S. 10th St. Ste. 1207
MCALLEN, TEXAS 78501
PHONE (956) 283-8847

Project Name: MORELAND APARTMENTS SUBD
20-196

Exhibit B
Detention Storage Requirements
for

Runoff C = 0.68 Exist Runoff C = 0.2
Area = 0.242 Exist. Intensity = 8.73
Post Dev. Tc = 10 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	2.23	670	0.42	190	480
10	10.83	1.78	1,069	0.42	254	815
15	9.10	1.50	1,348	0.42	317	1,031
20	7.91	1.30	1,562	0.42	380	1,181
25	7.03	1.16	1,734	0.42	444	1,290
30	6.34	1.04	1,879	0.42	507	1,372
35	5.80	0.95	2,003	0.42	570	1,433
40	5.35	0.88	2,113	0.42	634	1,479
45	4.98	0.82	2,211	0.42	697	1,514
50	4.66	0.77	2,299	0.42	761	1,539
55	4.38	0.72	2,380	0.42	824	1,556
60	4.14	0.68	2,455	0.42	887	1,568
65	3.93	0.65	2,524	0.42	951	1,573
70	**3.75**	**0.62**	**2,589**	**0.42**	**1,014**	**1,575**
75	3.58	0.59	2,649	0.42	1,077	1,572
80	3.43	0.56	2,706	0.42	1,141	1,565
85	3.29	0.54	2,760	0.42	1,204	1,556
90	3.16	0.52	2,812	0.42	1,268	1,544
95	3.05	0.50	2,861	0.42	1,331	1,530
100	2.94	0.48	2,907	0.42	1,394	1,513
105	2.85	0.47	2,952	0.42	1,458	1,494

STATE OF TEXAS
IDEN I. TREVIÑO
92036
LICENSED
PROFESSIONAL ENGINEER

Type of Drainage Area	Runoff Coefficient, C
Business	
Downtown areas	0.70 - 0.95
Neighborhood areas	0.50 - 0.70
Residential:	
Single-family areas	0.30 - 0.50
Multi-units, detached	0.40 - 0.60
Multi-units, attached	0.60 - 0.75
Suburban	0.25 - 0.40
Apartment dwelling areas	0.50 - 0.70
Industrial:	
Light areas	0.50 - 0.80
Heavy areas	0.60 - 0.90
Parks, cemeteries	0.10 - 0.25
Playgrounds	0.20 - 0.40
Railroad yard areas	0.20 - 0.40
Unimproved areas	0.10 - 0.30
Lawns:	
Sandy soil, flat, 2%	0.05 - 0.10
Sandy soil, average, 2 - 7%	0.10 - 0.15
Sandy soil, steep, 7%	0.15 - 0.20
Heavy soil, flat, 2%	0.13 - 0.17
Heavy soil, average, 2 - 7%	0.18 - 0.22
Heavy soil, steep, 7%	0.25 - 0.35
Streets:	
Asphaltic	0.70 - 0.95
Concrete	0.80 - 0.95
Brick	0.70 - 0.85
Drives and walks	0.75 - 0.85
Roofs	0.75 - 0.95
Reference: FHWA, *Urban Drainage Design Manual* HEC-22, (2001)	

Table 3-3: Runoff Coefficients

In order to assist designers, a flow rate determination table is included in Appendix A.

SOIL PROPERTIES

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

MORELAND APARTMENTS SUBD

December 8, 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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Soil Map 8
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Map Unit Descriptions 11
Hidalgo County, Texas 13
25—Hidalgo fine sandy loam, 0 to 1 percent slopes 13
28—Hidalgo sandy clay loam, 0 to 1 percent slopes 14
References 16

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

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

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

Map Scale: 1:1,010 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 10 20 40 60

Feet: 0 45 90 180 270

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

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	0.8	37.4%
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	1.3	62.6%
Totals for Area of Interest		2.0	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 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

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

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

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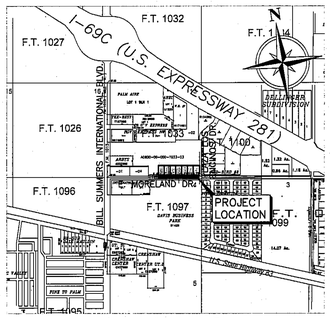
Final Plat
Moreland Apartments
Legend
Moreland Apartments
Plaza Los Encinos
E Moreland Dr
Bill Summers International Blvd
Tierra Prometida St
Palestina St
Google Earth
© 2021 Google
© 2021 INEGI
N
700 ft

MORELAND APARTMENTS SUBDIVISION

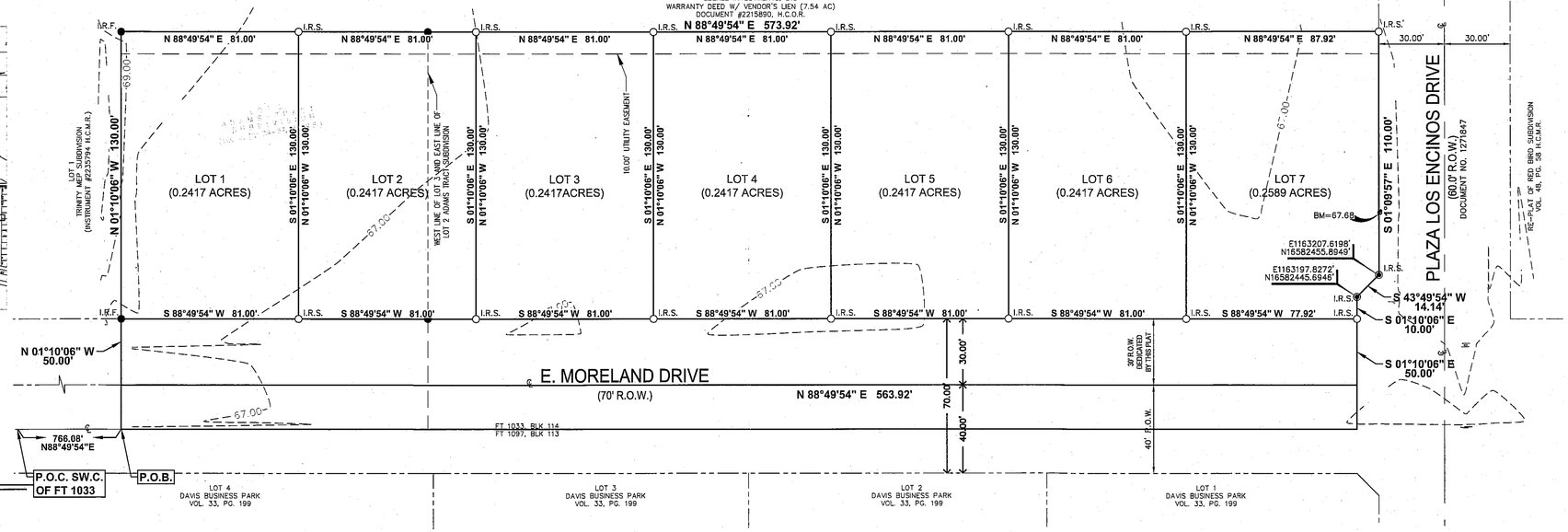
WESLACO, TEXAS

A 2.098-ACRE TRACT OF LAND OUT OF FARM TRACT 1033 BLOCK 114, THE WEST AND ADAMS TRACT SUBDIVISION, AS PER MAP THEREOF RECORDED IN VOLUME 2, PAGED 34-37, OF THE MAP RECORDS OF HIDALGO COUNTY



LOCATION MAP
SCALE: 1"=1000'

MORELAND APARTMENTS SUBDIVISION



SCALE: 1"=30'
BEARING BASIS AS PER NAD 1983 STATE PLANE TEXAS SOUTH FIPS 4205 FEET

LEGEND:

- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD SET W/ A PLASTIC CAP STAMPED "2791"
- ◉ 1/2" IRON ROD IN 6" DIA. X 30" DEEP CONCRETE MONUMENT

I.R.F.	IRON ROD FOUND
I.R.S.	IRON ROD SET
C.P.S.	COTTON PICKER SPINDLE FOUND
H.C.M.R.	HIDALGO COUNTY MAP RECORDS
H.C.D.R.	HIDALGO COUNTY DEED RECORDS
U.E.	UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	DENOTES RIGHT-OF-WAY
B.M.	BENCHMARK

- ℄ ROAD
- EXISTING R.O.W.
- LOT LINE
- EASEMENT
- PROPOSED SUBDIVISION LOT LINE

METES AND BOUNDS DESCRIPTION

A 2.098-ACRE TRACT OF LAND OUT OF FARM TRACT 1033 BLOCK 114, THE WEST AND ADAMS TRACT SUBDIVISION, AS PER MAP THEREOF RECORDED VOLUME 2, PAGED 34-37, OF THE MAP RECORDS OF HIDALGO COUNTY; BEING ON THE NORTHWEST CORNER OF THE PLAZA LOS ENCINOS DRIVE AND MORELAND DRIVE INTERSECTION IN THE CITY OF WESLACO, IS MORE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

THE POINT OF COMMENCEMENT (P.O.C.) BEING AT A POINT WITHIN THE EXISTING RIGHT-OF-WAYS OF SAID FM 1015 FOR THE APPARENT SOUTHWEST CORNER OF SAID FARM TRACT 1033; THENCE, NORTH 88 DEGREES 49 MINUTES 54 SECONDS EAST, 50.00 FEET SOUTH OF AND PARALLEL TO THE APPARENT EXISTING NORTH RIGHT-OF-WAY LINE OF SAID MORELAND DRIVE AND WITH THE APPARENT SOUTH LOT LINE OF SAID FARM TRACT 1033, A DISTANCE OF 716.60 FEET TO A POINT FOR THE APPARENT SOUTHWEST CORNER OF SAID 2.098 ACRE TRACT AND BEING THE POINT OF BEGINNING (P.O.B.) OF SAID 2.098 ACRE TRACT OF LAND HEREIN DESCRIBED:

THENCE, NORTH 01 DEGREES 10 MINUTES 06 SECONDS WEST, PARALLEL TO THE APPARENT WEST LOT LINE OF SAID FARM TRACT 1033, AND WITH THE APPARENT ADJOINING EAST LOT LINE OF TRINITY MEP SUBDIVISION AND WEST LOT LINE OF SAID 2.098 ACRE TRACT, A DISTANCE OF 50.00 FEET PASS A NO.4 REBAR FOUND ON THE PROPOSED RIGHT-OF-WAY LINE OF THE ADDITIONAL 30.00 FEET RIGHT-OF-WAY TO BE DEDICATED BY THIS PLAT FOR SAID MORELAND DRIVE, AND BEING THE SOUTHEAST CORNER OF LOT 1 OF SAID TRINITY MEP SUBDIVISION AND THE SOUTHWEST CORNER OF LOT 1, MORELAND APARTMENTS SUBDIVISION, CONTINUING FOR A TOTAL OF 180.00 FEET TO A NO. 4 REBAR FOUND ON THE APPARENT SOUTH LOT LINE OF A 7.54 ACRE TRACT VESTED IN EBERLE INVESTMENTS, LTD (DOCUMENT #2215890, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), FOR THE NORTHWEST CORNER OF SAID 2.098 ACRE TRACT HEREIN DESCRIBED;

THENCE, NORTH 88 DEGREES 49 MINUTES 54 SECONDS EAST, PARALLEL TO THE SAID SOUTH LOT LINE OF FARM TRACT 1033, AND WITH THE APPARENT ADJOINING SOUTH LOT LINE OF SAID 7.54 ACRE TRACT VESTED IN EBERLE INVESTMENTS, LTD AND NORTH LOT LINE OF SAID 2.098 ACRE TRACT, A DISTANCE OF 573.92 FEET TO NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791 ON THE APPARENT WEST RIGHT-OF-WAY LINE OF SAID PLAZA LOS ENCINOS DRIVE (60.00 FOOT EXISTING RIGHT-OF-WAY, FOR THE NORTHEAST CORNER OF SAID 2.098 ACRE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 01 DEGREES 09 MINUTES 57 SECONDS EAST, WITH SAID WEST RIGHT-OF-WAY LINE OF PLAZA LOS ENCINOS DRIVE, A DISTANCE OF 110.00 FEET TO A NO.4 REBAR SET WITH PLASTIC CAP STAMPED 2791 FOR AN EXTERNAL CORNER OF SAID 2.098 ACRE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 43 DEGREES 49 MINUTES 54 SECONDS WEST, WITH THE SAID EXISTING WEST RIGHT-OF-WAY LINE OF PLAZA LOS ENCINOS DRIVE, A DISTANCE OF 14.14 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791 FOR AN INTERNAL CORNER OF SAID 2.098 ACRE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 01 DEGREES 10 MINUTES 06 SECONDS WEST, WITH THE SAID EXISTING WEST RIGHT-OF-WAY LINE OF PLAZA LOS ENCINOS DRIVE, 10.00 FEET PASS A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791 ON THE SAID EXISTING NORTH RIGHT-OF-WAY LINE OF MORELAND DRIVE, CONTINUING FOR A TOTAL DISTANCE OF 40.00 FEET TO A POINT WITHIN THE SAID EXISTING RIGHT-OF-WAY OF MORELAND DRIVE AND ON THE SAID SOUTH LINE OF FARM TRACT 1033 FOR THE APPARENT SOUTHEAST CORNER OF SAID 2.098 ACRE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 88 DEGREE 49 MINUTES 54 SECONDS WEST, WITH THE SAID SOUTH LINE OF FARM TRACT 1033, A DISTANCE OF 563.92 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 2.098 ACRE TRACT HEREIN DESCRIBED, AND THE POINT OF BEGINNING, CONTAINING A GROSS OF 2.098 ACRES OF LAND, OF WHICH 0.388 OF AN ACRE LIES IN EXISTING ROAD RIGHT-OF-WAY, LEAVING A NET OF 1.710 ACRES OF LAND, MORE LESS.

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

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

BY: _____ DEPUTY

GENERAL NOTES:

1. FLOOD ZONE DESIGNATION: ZONE "X" (SHADED)
   AREAS OF 500-YEAR FLOODPLAIN; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
   COMMUNITY PANEL NUMBER: 480334 0350 C
   MAP REVISED: JUNE 6, 2000
   REVISED TO REFLECT LOMR DATED: MAY 17, 2001
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE CENTERLINE OF ROADWAY MEASURED AT FRONT CENTER OF EACH LOT.
3. MINIMUM BUILDING SETBACKS:
   FRONT: 20 FEET
   REAR: 15 FEET
   SIDES: 5 FEET
4. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 1575 CUBIC FEET (0.036 ACRE-FEET) OF STORM WATER RUNOFF PER LOT. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR HIS CALCULATION OF THIS SUBDIVISION.
5. NO BUILDING PERMIT WILL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM HAS BEEN APPROVED BY THE CITY OF WESLACO FOR ANY DEVELOPMENTS WITHIN THIS SUBDIVISION.
6. OWNERS ARE TO MAINTAIN STORM WATER DETENTION AREAS.
7. OWNERS ARE TO MAINTAIN THE RIGHT OF WAYS ON THE ENTIRE PERIMETER OF THE SUBDIVISION.
8. A 5.0' SIDEWALK WITH ADA COMPLIANT WHEELCHAIR RAMPS AND LANDINGS SHALL BE REQUIRED ALONG THE NORTH SIDE OF MORELAND DRIVE AND THE WEST SIDE OF PLAZA LOS ENCINOS DRIVE AT THE BUILDING PERMIT STAGE.
9. PROJECT BENCHMARK: NAIL ON POWER POLE
   HORIZONTAL DATUM IS TEXAS STATE PLACE COORDINATES SOUTH ZONE
   VERTICAL DATUM IS NGVD 1988 USING GEOID MODEL 1999
   ELEVATION = 67.60 FEET.

   BM DESCRIPTION = NAIL ON POWER POLE LOCATED 0.50 FT. EAST OF PROPERTY LINE AND 28 FT. NORTH OF THE SOUTHEAST CORNER OF THIS PROPERTY.
10. NO PERMANENT STUCTURES ARE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF BUILDING, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS AN 18" MATURE HEIGHTS, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
11. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).
12. LANDSCAPING AS PER CITY OF WESLACO ORDINANCE.
13. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
14. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.
15. A FENCE SHALL BE REQUIRED FOR ANY LOTS ABUTTING OR FRONTING ANY DRAINAGE DITCH AT THE BUILDING PERMIT STAGE.
16. STREETLIGHT MUST BE LOCATED EVERY 300 FEET.

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

THAT LEONARDO MUÑOZ, OWNER OF THE REAL PROPERTY THE SUBJECT OF THIS PLAT, AND DESIGNATED HEREIN AS **MORELAND APARTMENTS SUBDIVISION** TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER THOSE PORTIONS OF THE SUBDIVISION DESIGNATED AS STREETS, ALLEYS, EASEMENTS, PARKS, WATERCOURSES AND DRAINS, EXCEPT THAT THE UNDERSIGNED SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF WESLACO, TEXAS.

WITNESS MY HAND ON THIS THE_____ DAY OF,_____ A.D. 2021.

_____
LEONARDO MUÑOZ
LF TRINITY DEVELOPMENT GROPU, LLC
3533 MORELAND DRIVE SUITE A
WESLACO, TEXAS 78596

STATE OF TEXAS
COUNTY OF HIDALGO

ON THIS DAY PERSONALLY APPEARED LEONARDO MUÑOZ, OWNER, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND ACTING IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND ON THIS THE_____ DAY OF,_____ A.D. 2021.

_____
NOTARY PUBLIC

APPROVAL RECOMMENDED

THIS PLAT HAS BEEN SUBMITTED AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO AND HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS THE_____ DAY OF,_____ A.D. 2021.

_____
CHAIRMAN
PLANNING AND ZONING COMMISSION
WESLACO, TEXAS

APPROVED BY DRAINAGE DISTRICT:

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No9.

DATE THIS _____ DAY OF _____20_____.

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

_____
GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No.9

APPROVED

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

DATED THIS THE_____ DAY OF, _____ A.D. 2021.

_____ ATTEST:_____
DAVID SUAREZ — CITY CLERK
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

THAT I, HOMERO LUIS GUTIERREZ, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND 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 WESLACO.

Homero Luis Gutierrez 04/27/2021
HOMERO LUIS GUTIERREZ, R.P.L.S. No. 2791

STATE OF TEXAS
HOMERO LUIS GUTIERREZ
2791
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

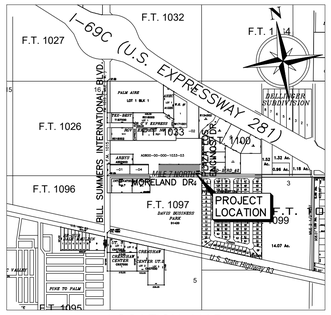
I, THE UNDERSIGNED, IDEN. I. TREVINIO, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

IDEN I. TREVIÑO, P/E. No.92036

STATE OF TEXAS
IDEN I. TREVIÑO
92036
LICENSED PROFESSIONAL ENGINEER
04/27/2021

DATE OF PREPARATION: NOVEMBER 22, 2020

TREVIÑO ENGINEERING
FIRM No. F-7906
TEL No. (956) 283-8847
200 S. 10th St. Ste. 1303
McAllen, Texas 78501
ident@trevinoengineering.com

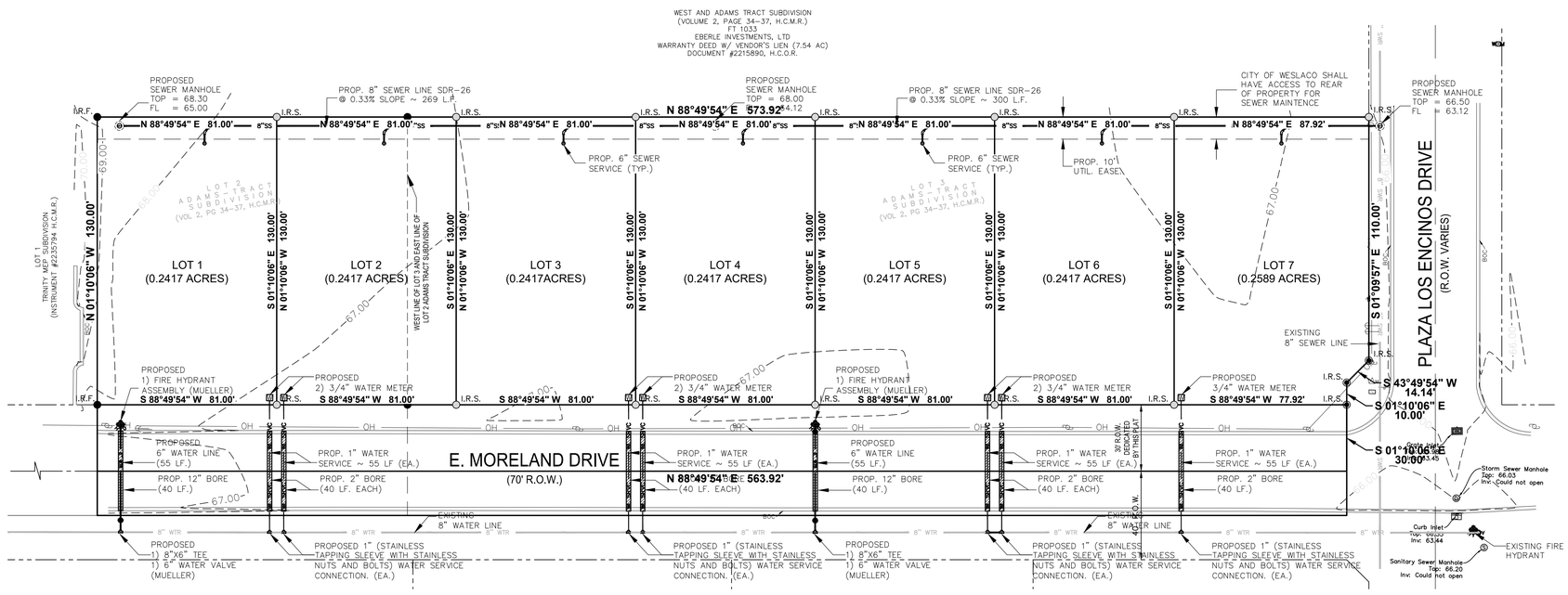


LOCATION MAP
SCALE: 1"=1000'

MORELAND APARTMENTS SUBDIVISION

WESLACO, TEXAS

A TRACT OF LAND CONTAINING 2.097 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OF FARM TRACT 1033, ADAMS TRACT SUBDIVISION, RECORDED IN VOLUME 2, PAGES 34-37, H.C.D.R. HIDALGO COUNTY, TEXAS

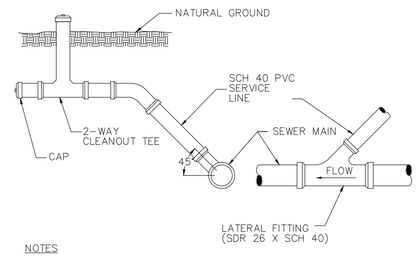


LEGEND:

- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD SET W/ A PLASTIC CAP STAMPED "XXXXX"
- ◉ 1/2" IRON ROD IN 6" DIA. X 30" DEEP CONCRETE MONUMENT

I.R.F.	IRON ROD FOUND
I.R.S.	IRON ROD SET
C.P.S.	COTTON PICKER SPINDLE FOUND
H.C.M.R.	HIDALGO COUNTY MAP RECORDS
H.C.D.R.	HIDALGO COUNTY DEED RECORDS
U.E.	UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	DENOTES RIGHT-OF-WAY
B.M.	BENCHMARK

- ℄ ROAD
- EXISTING R.O.W.
- LOT LINE
- EASEMENT
- PROPOSED SUBDIVISION LOT LINE

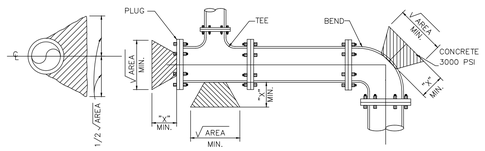


NOTES

1. INDIVIDUAL SERVICE LATERALS TO BE PROVIDED TO EACH LOT.
2. SINGLE FAMILY SERVICE SHALL BE 4" MIN. MULTI-FAMILY, COMMERCIAL, AND INDUSTRIAL SERVICE SHALL BE 6" OR GREATER AS REQUIRED.
3. CURB STAMP INDICATING SERVICE LOCATION SHALL BE "S" FOR SEWER

STANDARD SEWER SERVICE CONNECTION DETAIL

Not to Scale



NOTES:

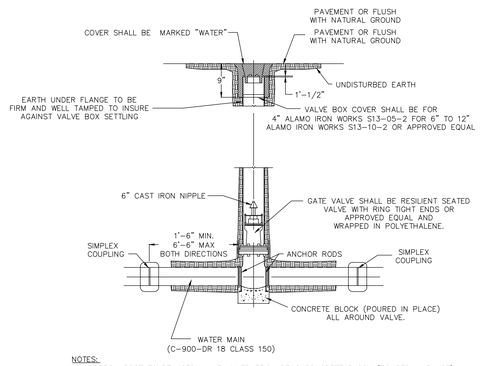
1. THRUST BLOCK AREAS SHOWN ARE BASE ON TEST PRESSURES OF 150 P.S.I. FOR 6"-12" PIPE AND 200 P.S.I. FOR 14"-16" PIPE AND SOIL BEARING PRESSURE OF 1000 PSF.
2. MINIMUM AREAS SHOWN ARE IN SQUARE FEET.
3. BEARING MUST BE ON UNDISTURBED EARTH.
4. ADJUST THRUST BLOCK AREAS ACCORDINGLY IF PRESSURES AND/OR SOIL BEARING VALUE VARIES.
5. THRUST BLOCKING TO BE PLACED AT ALL DEAD ENDS AND TEES. AT ALL BENDS, AND OTHER AREAS WHICH MAY REQUIRE THRUST RESISTANCE AS APPROVED BY THE ENGINEER.
6. USE 3000 PSI CONCRETE.
7. RESTRAING JOINTS MAY BE REQ'D BY ENGINEER AT ALL LOCATIONS

"X" DIMENSION MAY VARY TO PROVIDE REQ'D BEARING AGAINST UNDISTURBED EARTH.

HORIZONTAL BLOCKING TABLE							
BEARING AREA OF BLOCK IN SQUARE FEET							
PIPE SIZE (IN)	DEAD END AND TEE	90° BEND	45° BEND	22.5° BEND	11.25° BEND	5° BEND	"X"-DIM FT.
6	4.24	6.00	3.25	1.65	0.83	0.37	1.00
8	7.54	10.66	5.77	2.94	1.48	0.66	1.00
10	11.78	16.66	9.02	4.60	2.31	1.03	1.25
12	16.96	23.99	12.98	6.62	3.33	1.48	1.25
14	30.79	43.54	23.56	12.01	6.04	2.69	1.50
16	40.20	56.67	30.78	15.69	7.88	3.51	1.75
18"	RESTRAINING JOINTS AS DIRECTED BY						

CONCRETE THRUST BLOCK TYPICAL DETAIL

Not to Scale

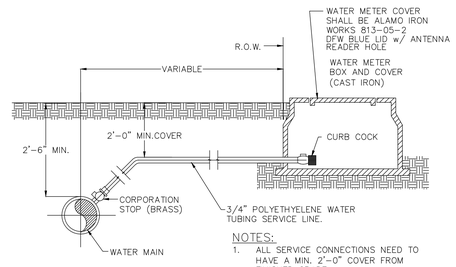


NOTES:

1. CAST IRON BOOT TO BE USED IN HEAVY TRAFFIC AREAS CONCRETE BLOCK (POURED IN PLACE)
2. WATER VALVES SHALL HAVE A 6" THICK CONCRETE COLLAR

TYPICAL GATE VALVE AND BOX DETAIL

Not to Scale



CONSTRUCTION NOTES:

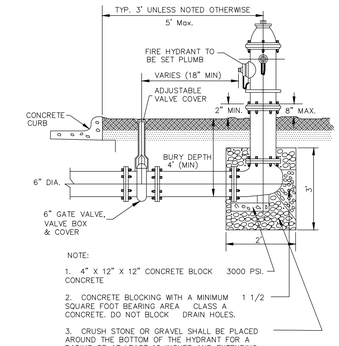
A. WATER VALVE COVER
B. CURB COCK
C. METER BOX & METER PROVIDED
D. WATER TUBING SERVICE LINE
E. CORPORATION STOP
F. WATER MAIN

NOTES:

1. ALL SERVICE CONNECTIONS NEED TO HAVE A MIN. 2'-0" COVER FROM FINISHED GRADE.
2. WATER METER COVER SHALL BE ALAMO IRON WORKS 813-05-2.
3. ALL WATER MAINS HAVE 30 INCHES OF COVER FROM FINISHED GRADE.
4. METER BOX SHALL BE CAST IRON.
5. ALL CONCRETE TO HAVE A MIN. 28 DAYS COMPRESSIVE STRENGHT OF 3,000 P.S.I.
6. 2" GATE VALVE ONLY REQUIRED FOR 2" SERVICE.
7. POLYETHYLENE TUBING ACCEPTABLE FOR LINE SIZES 1" OR LESS, SCHEDULE 40 PVC REQUIRED FOR LINE SERVICES GREATER THAN 1".
8. CURB STAMP INDICATING SERVICE LOCATION SHALL BE "W" FOR WATER
9. CURB AND ANGLE STOPS SHALL BE BRASS
10. ALL TAPPING SLEEVES SHALL BE STAINLESS STEEL WITH STAINLESS BOLTS FOR VALVE.

TYPICAL WATER SERVICE CONNECTION WITH METER BOX

Not to Scale



NOTE:

1. 4" X 12" X 12" CONCRETE BLOCK 3000 PSI. CONCRETE
2. CONCRETE BLOCKING WITH A MINIMUM 1 1/2 SQUARE FOOT BEARING AREA CLASS A CONCRETE. DO NOT BLOCK DRAIN HOLES.
3. CRUSH STONE OR GRAVEL SHALL BE PLACED AROUND THE BOTTOM OF THE HYDRANT FOR A RADIUS OF AT LEAST 12 INCHES AND EXTENDING AT LEAST 12 INCHES ABOVE THE OUTLET. DO NOT BLOCK DRAIN HOLES.
4. SHALL HAVE 4½" OUTLET FACING THE STREET WITH 18" TO 24" CLEARANCE FROM BOTTOME OF OUTLET TO GRADE LEVEL FOR HYDRANT WRENCH.
5. HYDRANTS SHALL BE MARKED ON THE STREETS WITH REFLECTIVE BLUE MARKER TO SHOW LOCATION OF HYDRANTS.
6. HYDRANTS SHALL HAVE 3' CLEARANCE FROM ANY FENCE, POLES, BRUSH, ETC. SAME SIDE OF THE ROAD.
7. ALL VALVES AND FIRE HYDRANTS MUST BE MUELLER.

TYPICAL FIRE HYDRANT INSTALLATION DETAIL

Not to Scale

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS · IDEN. I. TREVINO · 92036 · LICENSED PROFESSIONAL ENGINEER

IDEN I. TREVINO, P.E. No.92036

DATE OF PREPARATION: NOVEMBER 22, 2020

TREVIÑ0 ENGINEERING
FIRM No. F-7906
TEL No. (956) 283-8847
200 S. 10th St. Ste. 1303
McAllen, Texas 78501
ident@trevinoengineering.com

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4284

From:
REBEKAH DE LA FUENTE

Subject:
Discussion and consideration for the Final Plat for Ten fifteen Subdivision– being 10.33 acres being a resubdivision of lots 1A,2A,3A, 4A,5A and 6A, out of Plaza Diez Quince Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast corner of F.M. 1015 and Mile 6 North and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Background:
The proposed thirty-two (32) lot subdivision is located inside the City of Weslaco. This subdivision is being serviced with water by the City of Weslaco through an 8" waterline and sewer by City of Weslaco services through an 8" sewer line. The property is within a Flood Zone "B".

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 June 2, 2021

REBEKAH DE LA FUENTE	Created/Initiated
REBEKAH DE LA FUENTE	Approved
Mike Perez	New

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval of the Final plat

Attachments, if any:
Ten Fifteen - Final Plat- Memo, TEN FIFTEEN - Application & Drainage Report, Ten Fifteen- Aerial, TenFifteen Plats

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

M E M O

TO: Mayor and City Commission

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

RE: Ten Fifteen-Final Plat

DATE: June 8, 2021

The proposed use for the 32-lot subdivision will be for four-plex apartments and is a re-subdivision of the existing Plaza Diez Quince development. The developer is not requesting a variance for this project and has provided on-site drainage. The developer has complied with all departmental and Planning & Zoning comments.

Thank you,

Rebekah de la Fuente, CFM

SUBDIVISION PLATTING APPLICATION

PLAT-000059-2021

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: Ten Fifteen Subdivision

Location: Northeast corner of F.M. 1015 and Mile 6 North (18th Street)

Legal Description: 10.33 Acres being a resubdivision of Lots 1A, 2A, 3A, 4A, 5A and 6A, out of Plaza Diez Quince Subdivision as recorded in Volume 55, Page 103, Hidalgo County Map Records.

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: B-2 Secondary and Highway District

Existing Land Use: B-2 Proposed Land Use: Duplexes and Apartments

Number of Lots Proposed: 32 Gross Acreage: 10.33

Title Report Submitted: ☒ YES ☐ NO

OWNER INFORMATION

Owner's Name: Ezequial Reyna Telephone: (956) 497-3962

Address: 702 W. Expressway 83 Fax: _____

City: Weslaco State: Tx Zip: 78596 E-mail: dominicareyna@gmail.com

ENGINEER INFORMATION

Name: Javier Hinojosa Engineering Telephone: (956) 668-1588

Address: 416 E. Dove Ave. Fax: _____

City: McAllen State: Tx. Zip: 78504 E-mail: javhin@rgv.rr.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: City of Weslaco

☒ YES ☐ NO Wastewater Provision: City of Weslaco

☒ YES ☐ NO Electric Company: AEP

☒ YES ☐ NO Phone Utility AT&T	☐ YES ☐ NO Gas Utility	☒ YES ☐ NO Cable Utility

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District H.C.D.D. #1	☒ YES ☐ NO Irrigation District H.C.I.D. #9

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

_____**Two (2)** sets of plats **folded and stapled** (24 x 36) and forward a copy in PDF format to **mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov**
_____**$355.00** Planning Review fee
_____One 11" X 17" reduced copy of plat
_____Plat Layout
- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements
- _____Contours
- _____Flood Zones
- _____Adjoiners
- _____Existing street names

_____Drainage plans and calculations with engineer's seal
- _____Elevations
- _____Flood directional arrows
- _____Detention areas
- _____Street names

_____Proof of ownership of the property
_____If septic tank system required, submit soil evaluation report
_____Water Rights associated with the property
_____Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

_____**Twelve (12)** sets of preliminary plat **folded and stapled** (24 x 36) and forward a copy in PDF format to **mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov**
_____**$350.00** (one time fee for preliminary and final plat)
_____One 11" X 17" reduced copy of plat
_____Plat Layout
- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements

_____Contours
_____Flood Zones
_____Adjoiners
_____Existing & Proposed street names
_____Utility Layout
_____Existing & Proposed Utilities
_____Proposed Fire Hydrants
_____Adjoiners
_____Street names
_____Drainage plans and calculations with engineer's seal
_____Elevations
_____Flood directional arrows
_____Detention areas
_____Street names
_____Proof of ownership of the property
_____If septic tank system required, submit soil evaluation report
_____Water Rights associated with the property
_____Tax Receipt for all taxing entities showing that taxes are paid in full
_____Number of fire hydrants proposed for subdivision
_____Trip Generation Worksheet

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

_____One set of 8 ½ x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

_____Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
_____Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
_____Notice of Intent
_____SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

_____Electronic file of final plat and as-builds
_____Reproducible plat to be recorded with all required signatures
_____3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
_____2% inspection fee
_____Park Fees
_____Checks or Receipts: HCCID #9; HCDD #1; County Clerk
_____Tax certificates
_____Memo from engineering inspector releasing subdivision
_____Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
_____30 Year Water and 30 Year Sewer Service Agreements
_____Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

** Any revisions requested would require resubmission of plats and reduced copy reflecting changes.

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Ezequial Reyna

Owner Signature: _____ Date: 4-27-21

_____ is the authorized agent

Authorized Agent Signature: _____ Date: 4/27/21

Authorized Agent Printed Name: Javier Hinojosa, 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: _____

_____

City of Weslaco
Engineering Division
255 S. Kansas ◇ Weslaco, TX 78570 ◇ (956)

TRIP GENERATION WORKSHEET

Complete parts A and B as an aid to determine if your project requires a Traffic Impact Analysis (TIA).

A. Subdivision Information

Subdivision Name: Ten Fifteen Subdivision

Location: N.E. Corner of F.M. 1015 and Mile 6 North (18th Street)

Applicant: Javier Hinojosa, P.E. ☐ Owner ■ Agent

Address: 416 E. Dove, McAllen, Tx. 78552 Phone Number: (956) 668-1588

B. Trip Generation Calculation

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

ITE Code	Anticipated Land Use	Project Size			AM Peak Hour Trips	PM Peak Hour Trips	Weekday Trips
		Acres	GFA	# of Units			
220	Multi-Family (Low Rise)	10.33	N.A.	128 Units	72	86	937

Comments: This development will be completed in one phase

Prepared by: Javier Hinojosa Engineering March 30, 2021 Date:

Address: 416 E. Dove, McAllen, Tx. 78552 Phone Number: (956) 668-1588

(For Official Use Only, Do Not Write In This Box)

_____ A traffic impact analysis is required. The agent preparing the study must meet with City staff to discuss the scope and requirements of the study before beginning the study.

_____ A traffic impact analysis is not required. The traffic generated by the proposed development does not exceed the threshold requirements.

Comments:

_____

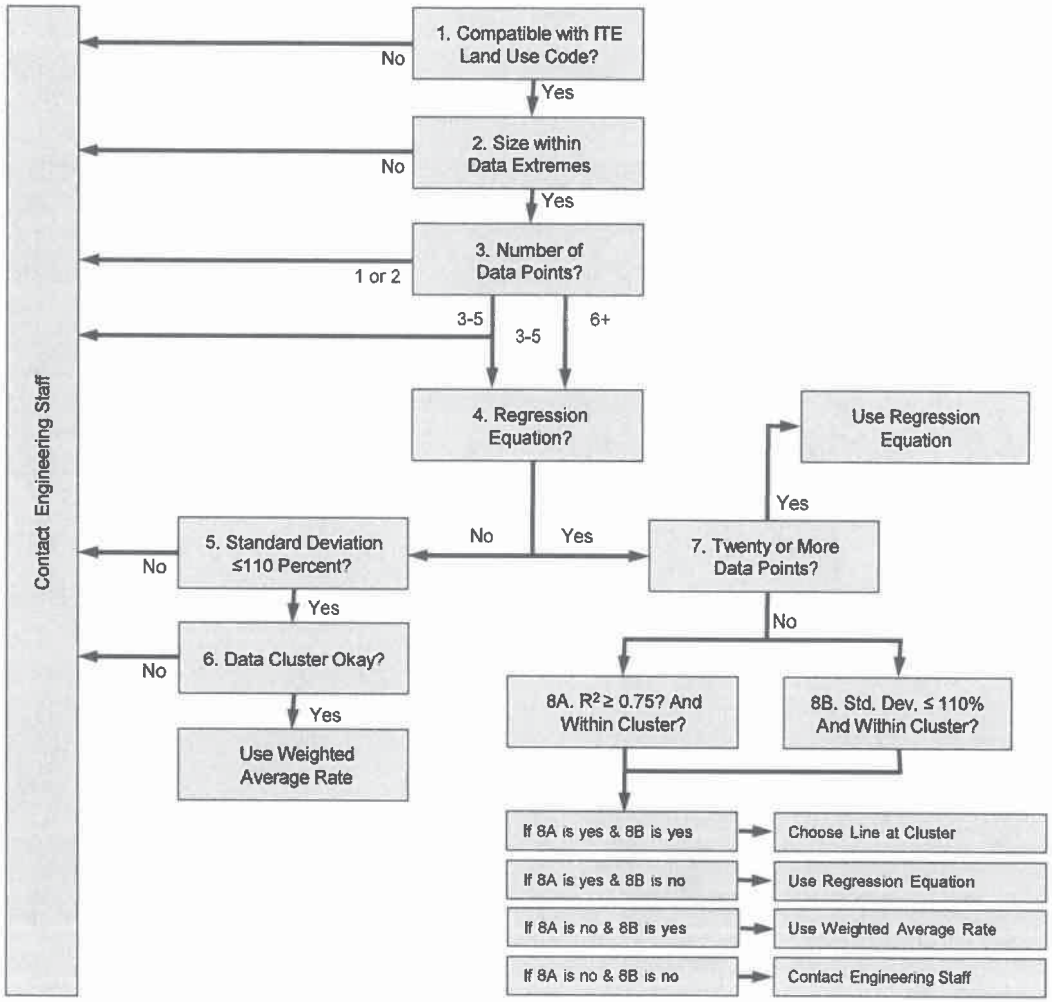
_____

Reviewed by: _____ Date: _____ STID#: _____

GFA = Gross Floor Area (bldg size sq.ft.)

ITE = Institute of Transportation Engineers, Trip Generation, 7th Edition.

Recommended Procedure for Selecting Between Trip Generation Average Rates and Equations



From ITE Trip Generation Handbook

City of Weslaco
Engineering Division
255 S. Kansas Ave
Weslaco, TX 78596

(956)

(956) 973-3128 (fax)

Subdivision Name: Ten Fifteen Subdivision
Location: N.E. corner of F.M. 1015 and Mile 6 North (18th Street)
Applicant: Javier Hinojosa, P.E. (Agent)
Address: 416 E. Dove Ave., McAllen, Texas 78504 Ph. (956) 668-1588

Number of Lots: 32 Number of Dwellings: 128
ITE Code: 220 Multifamily Housing (Low-Rise)

TRIP GENERATION CALCULATIONS:

Weekday, Peak Hour of Adjacent Street Traffic between 7 and 9 am

Avg. Rate: 0.46

0.46 x 128 Dwellings = 58.9 trips

Fitted Curve: $Ln(T) = 0.95\ Ln(x) - 0.51$
$= 0.95\ Ln(128) - 0.51$
$Ln(T) = 4.0994$
$T = e^{4.0994}$
$= 60.3$ trips

use 60 trips

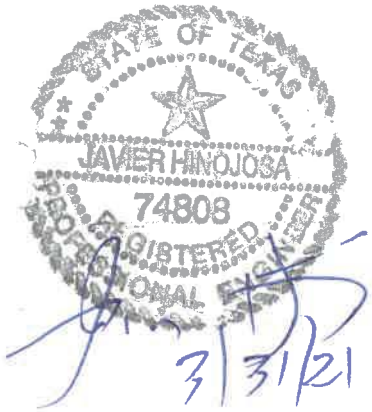
Weekday, Peak Hour of Adjacent Street Traffic between 4 and 6 pm

Avg. Rate: 0.56

0.56 x 128 Lots = 71.7 trips

Fitted Curve: $Ln(T) = 0.89\ Ln(x) - 0.02$
$= 0.89\ Ln(128) - 0.02$
$Ln(T) = 4.2983$
$T = e^{4.2983}$
$= 73.6$ trips

use 74 trips



Weekday, AM Peak Hour of Generator

Avg. Rate: 0.56

0.56 x 128 Lots = 71.7 trips

Fitted Curve: $Ln(T) = 0.94\ Ln(x) - 0.29$

$= 0.94\ Ln(128) - 0.29$

$Ln(T) = 4.2709$

$T = e^{4.2709}$

$= 71.6$ trips

use 72 trips

Weekday, PM Peak Hour of Generator

Avg. Rate: 0.67

0.67 x 128 Lots = 85.8 trips

Fitted Curve: $T = 0.66(x) + 1.41$

$= 0.66(128) + 1.41$

$= 85.9$ trips

use 86 trips

Weekday Trips

Avg. Rate: 7.32

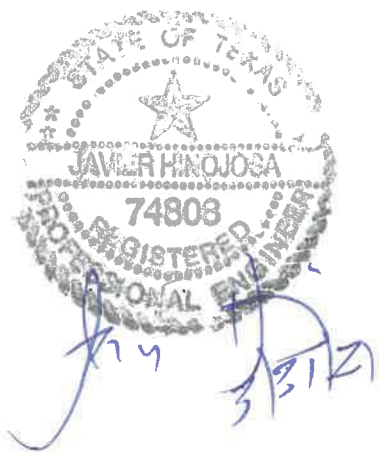
7.32 x 128 Lots = 937.0 trips

Fitted Curve: $T = 7.56(x) - 40.86$

$= 7.56(128) - 40.86$

$= 926.8$ trips

use 937 trips



Proposed

Ten Fifteen Subdivision

Weslaco, Texas

DRAINAGE REPORT

Prepared For:

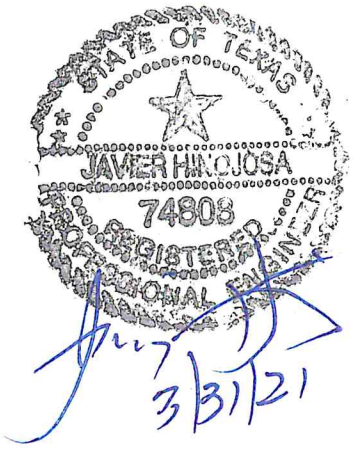
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Prepared By:

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

TBPE FIRM NO. F-1295
416 E. Dove Avenue
McAllen, Texas 78504
(956) 668-1588
Fax: (956) 994-8102
e-mail: javhin@rgv.rr.com

March 31, 2021



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Drainage Statement
Ten Fifteen Subdivision
Weslaco, Texas

Introduction

Ten Fifteen Subdivision is a 10.33 acre tract of land, being a resubdivision of Lots 1a, 2a, 3a, 4a, 5a and 6a, out of Plaza Diez Quince Subdivision as recorded in Volume 55, Page 103, Hidalgo County Map Records. This subdivision is located at the northeast corner of Mile 6 North (18th Street) and F.M. 1015 (International Blvd.) and is located within the city limits of Weslaco, Texas.

Flood Plain

The subject tract of land is located within Zone "B" on a Flood Insurance Rate Map, Community Panel No. 480334 0525B, effective date January 2, 1981. Zone "B" is defined as "areas between the limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood (medium shading)". The minimum finish floor elevation shall be 18" above the top of curb as measured at the center of the lot or 18" above natural ground, whichever is higher.

Soil Conditions

According to the soil survey report prepared for Hidalgo County by the USDA Soil Conservation Service; the soils in this subdivision are found to be Hidalgo Fine Sandy Loam (25), Hidalgo County Sandy Loam (28), and Racombes Sandy Clay Loam (48). Soils group 25, 28 and 48 are in hydrologic group "B" and are moderately pervious with a relatively low plasticity index.

Pre-developed Conditions

The current land use for this property has been an open field and has an existing runoff generally in a southerly direction. Based on an existing 10-year storm, a total storm runoff of 10.06 cubic feet per second is being generated by this site.

Proposed Conditions

Ten Fifteen Subdivision is a 32 multi-family lot subdivision (two duplexes per lot). Drainage shall be accomplished within this development with the placement of curb inlets to intercept drainage runoff generated by this subdivision. Pipe sizes shall be a 24" throughout this development and shall discharge into a proposed detention pond located adjacent to F.M. 1015. The detention pond shall discharge into a City of Weslaco drainage ditch located along the north side of this subdivision via an existing 24" pipe. The proposed development will increase runoff to a maximum of 34.42 cubic feet per second for an increase Q of 24.36 cubic feet per second based on a 50-year storm. Required detention for this subdivision is 43,769 cubic feet (1.005 Ac.Ft.). The detention pond has a capacity of 79,710 cubic feet (1.830 Ac.Ft.) at a depth of 4.8 feet.

3/31/21

Javier Hinojosa, P.E.

DRAINAGE ANALYSIS

PROJECT NAME: **Ten Fifteen Subdivision**
DATE: March 31, 2021

I. Existing Condition-10 year

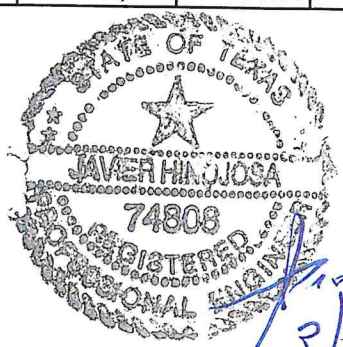
			Int. Coeff. "k	0.213 Table 3-2
Ex. Area:	449,868 sf		Kμ	3.28
	10.328 ac		Length	600
Imp.Area:	- sf		Velocity	0.312441 ft/sec
% Imp. :	0.00			
Slope :	0.2 %			
tc :	32.01 min			
Rainfall Intensity (10yr)		4.820 in/hr		
c factor		0.213		
Q peak existing condition:		10.60 cfs		

II. Future Condition-50 year

Future area: 449,868.00 sf
10.33 ac
Estimated Imp. Area: 279,024 sf
% Imp. : 0.62
Slope : 0.20%
tc : 22.67 min
Rainfall Intensity (50yr) 7.406 in/hr
c factor 0.450
Q future cond. = Aci = i * = 34.42 * 0.45
4.64739669 i

time min.	time hour	i50 in/hr	Q50 in cfs	Vin cf	Q10 out cfs	Vout cf	REQ'D V cf	
30	0.50	6.343	29.48	53,057	10.60	16,755	36,303	
40	0.67	5.350	24.86	59,673	10.60	19,936	39,737	
50	0.83	4.658	21.65	64,938	10.60	23,117	41,821	
60	1.00	4.144	19.26	69,328	10.60	26,298	43,030	
70	1.17	3.745	17.41	73,105	10.60	29,479	43,626	
80	**1.33**	**3.426**	**15.92**	**76,430**	**10.60**	**32,660**	**43,769**	**MAX.**
90	1.50	3.164	14.70	79,406	10.60	35,842	43,564	
100	1.67	2.944	13.68	82,105	10.60	39,023	43,082	
110	1.83	2.757	12.81	84,578	10.60	42,204	42,374	
120	2.00	2.596	12.06	86,864	10.60	45,385	41,480	

Storage Required: 43,769 cf
Storage Required: 1.005 Ac.-Ft.
w/ release rate of: 10.60 cfs



3/31/21

TABLE 3-2: Intercept Coefficients	
Land Cover/ Flow Regime	**"k"**
Forest with heavy ground litter; hay meadow (overland flow)	0.076
Trash fallow or minimum tillage cultivation; contour or strip cropped; woodland (overland flow)	0.152
Short grass pasture (overland flow)	0.213
Cultivated straight row (overland flow)	0.274
Nearly bare and untilled (overland flow); alluvial fans in western mountain regions	0.305
Grassed waterway (shallow concentrated flow)	0.457
Unpaved (shallow concentrated flow)	0.491
Paved area (shallow concentrated flow); small upland gullies	0.619

H.C.D.D. No. 1 "c" values for Rational Method	
Type of Drainage Area	**Runoff Coefficient "c"**
Residential	
Single Family (Lots less than 1/4 acre)	0.35
Single Family (Lots 1/4 to 1/2 acre)	0.3
Single Family (Lots greater than 1/2 acre)	0.25
Multi-Family (Less than 20 DU / AC)	0.45
Multi-Family (Greater than 20 DU / AC)	0.55
Business Districts:	0.7
Industrial	
Light areas	0.5
Heavy areas	0.6
Railroad yard areas	0.2
Parks, cemetaries	0.1
Unimproved Areas	
Bare Surface	0.3
Grassland	0.25
Cultivated	0.2
Woodlands	0.15
Streets	
Asphalt	0.7
Concrete	0.75
Drives and walks	0.75

$C_W=(C_1A_1+C_2A_2+C_3A_3+\ldots C_nA_n) / A_{total}$

C_W = Weighted Runoff Coefficient (Composite Coefficient)
C_n = Runoff Coefficient n-th term
A_n = Area of n-th term
A_{total} = Total Area (acres)

Weighted "c" value (POST DEVELOPMENT CONDITIONS)				
Type of Drainage Area	"c" value:	Square Footage	Acreage	partial "c"
Residential				
Single Family (Lots less than 1/4 acre)	0.35	0	0.000	0.000
Single Family (Lots 1/4 to 1/2 acre)	0.3	0	0.000	0.000
Single Family (Lots greater than 1/2 acre)	0.25	0	0.000	0.000
Multi-Family (Less than 20 DU / AC)	0.45	0	0.000	0.000
Multi-Family (Greater than 20 DU / AC)	0.55	0	0.000	0.000
Business Districts:	0.7	0	0.000	0.000
Industrial				
Light areas	0.5	0	0.000	0.000
Heavy areas	0.6	0	0.000	0.000
Railroad yard areas	0.2	0	0.000	0.000
Parks, cemeteries	0.1	0	0.000	0.000
Unimproved Areas				
Bare Surface	0.3	0	0.000	0.000
Grassland	0.25	137895	3.166	0.791
Cultivated	0.2	0	0.000	0.000
Woodlands	0.15	0	0.000	0.000
Detention	0.25	32949	0.756	0.189
Streets				
Asphalt	0.7	54584	1.253	0.877
Concrete	0.75	0	0.000	0.000
Parking/Driveways	0.75	90720	2.083	1.562
Sidewalks	0.75	26712	0.613	0.460
Buildings	0.75	107008	2.457	1.842
Total:		449,868	10.328	3.420
Weighted "c":			**0.331**	

$C_W=(C_1A_1+C_2A_2+C_3A_3+\ldots C_nA_n) / A_{total}$

C_W = Weighted Runoff Coefficient (Composite Coefficient)
C_n = Runoff Coefficient n-th term
A_n = Area of n-th term
A_{total} = Total Area (acres)
A_{total} = Total Area (acres)

TABLE I

TIME OF CONCENTRATION DETERMINATION

Ten Fifteen Subdivision

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH\DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
Existing	Overland	0.213	600		32.01						32.01
D.A. #1	Overland & Gutter	0.450	145		7.73			295	1.0	4.92	12.65
D.A. #1-D.A.#2	Pipe Flow	0.450						36	3.0	0.20	12.85
D.A. #2	Overland & Gutter	0.450	130		6.93			297	1.0	4.95	11.88
D.A.#2-OUTFALL #1	Pipe Flow	0.450						162	3.0	0.90	13.75
D.A.#3	Overland & Gutter	0.450	145		7.73			127	1.0	2.12	9.85
D.A.#3-D.A.#4	Pipe Flow	0.450						36	3.0	0.20	10.05
D.A.#4	Overland & Gutter	0.450	130		6.93			137	1.0	2.28	9.22
D.A.#4-OUTFALL #2	Pipe Flow	0.450						162	3.0	0.90	10.95
D.A.#5	Overland & Gutter	0.450	145		7.73			260	1.0	4.33	12.07
D.A.#5-D.A.#6	Pipe Flow	0.450						36	3.0	0.20	12.27
D.A.#6	Overland & Gutter	0.450	130		6.93			280	1.0	4.67	11.60
D.A.#6-OUTFALL#3	Pipe Flow	0.450						162	3.0	0.90	13.17
OUTFL1-OUTFL2	Channel Flow	0.450						362	2.0	3.02	16.77
OUTFL2-OUTFL3	Channel Flow	0.450						362	2.0	3.02	19.78
OUTFL3-DA.#7	Channel Flow	0.450						273	2.0	2.28	22.06
D.A.#7	Overland & Gutter	0.450	45		2.40			103	1.0	1.72	4.12
D.A.#7-D.A.#8	Pipe Flow	0.450						36	3.0	0.20	22.26
D.A.#8	Overland & Gutter	0.450	7		0.37			223	1.0	3.72	4.09
D.A.#-DITCH	Pipe Flow	0.450						74	3.0	0.41	22.67

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$Tc = \frac{L}{(Vx60)}$$

TABLE IA
FLOWRATE DETERMINATION
Ten Fifteen Subdivision

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
Existing	10.328	0.213	32.01	10	4.820	10.60		
D.A. #1	1.701	0.450	12.65	10	7.896	6.04		
D.A. #1-D.A.#2	1.701	0.450	12.85	10	7.840	6.00	24	0.071%
D.A. #2	2.096	0.450	11.88	10	8.118	7.66		
D.A.#2-OUTFALL #1	3.797	0.450	13.75	10	7.600	12.99	24	0.330%
D.A.#3	0.763	0.450	9.85	10	8.785	3.02		
D.A.#3-D.A.#4	0.763	0.450	10.05	10	8.714	2.99	24	0.018%
D.A.#4	0.944	0.450	21.04	10	6.132	7.16		
D.A.#4-OUTFALL #2	1.707	0.450	21.28	10	6.096	4.68	24	0.043%
D.A.#5	1.911	0.450	12.07	10	8.064	6.93		
D.A.#5-D.A.#6	1.911	0.450	12.27	10	8.005	6.88	24	0.093%
D.A.#6	2.263	0.450	11.60	10	8.204	8.35		
D.A.#6-OUTFALL#3	4.174	0.450	13.17	10	7.754	14.56	24	0.415%
OUTFL1-OUTFL2	3.797	0.450	16.77	10	6.904	11.80		
OUTFL2-OUTFL3	5.504	0.450	19.78	10	6.338	15.70		
OUTFL3-DA.#7	9.678	0.450	22.06	10	5.976	26.03		
D.A.#7	0.279	0.450	4.12	10	11.607	1.46		
D.A.#7-D.A.#8	9.957	0.450	22.26	10	5.947	26.64	24	1.390%
D.A.#8	0.149	0.450	4.09	10	11.626	0.78		
D.A.#-DITCH	10.106	0.450	22.67	10	5.887	26.77	24	1.403%

FORMULA FOR INTENSITY
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{(Tc + d)^e}$$

HIDALGO COUNTY RAINFALL INTENSITY TABLES

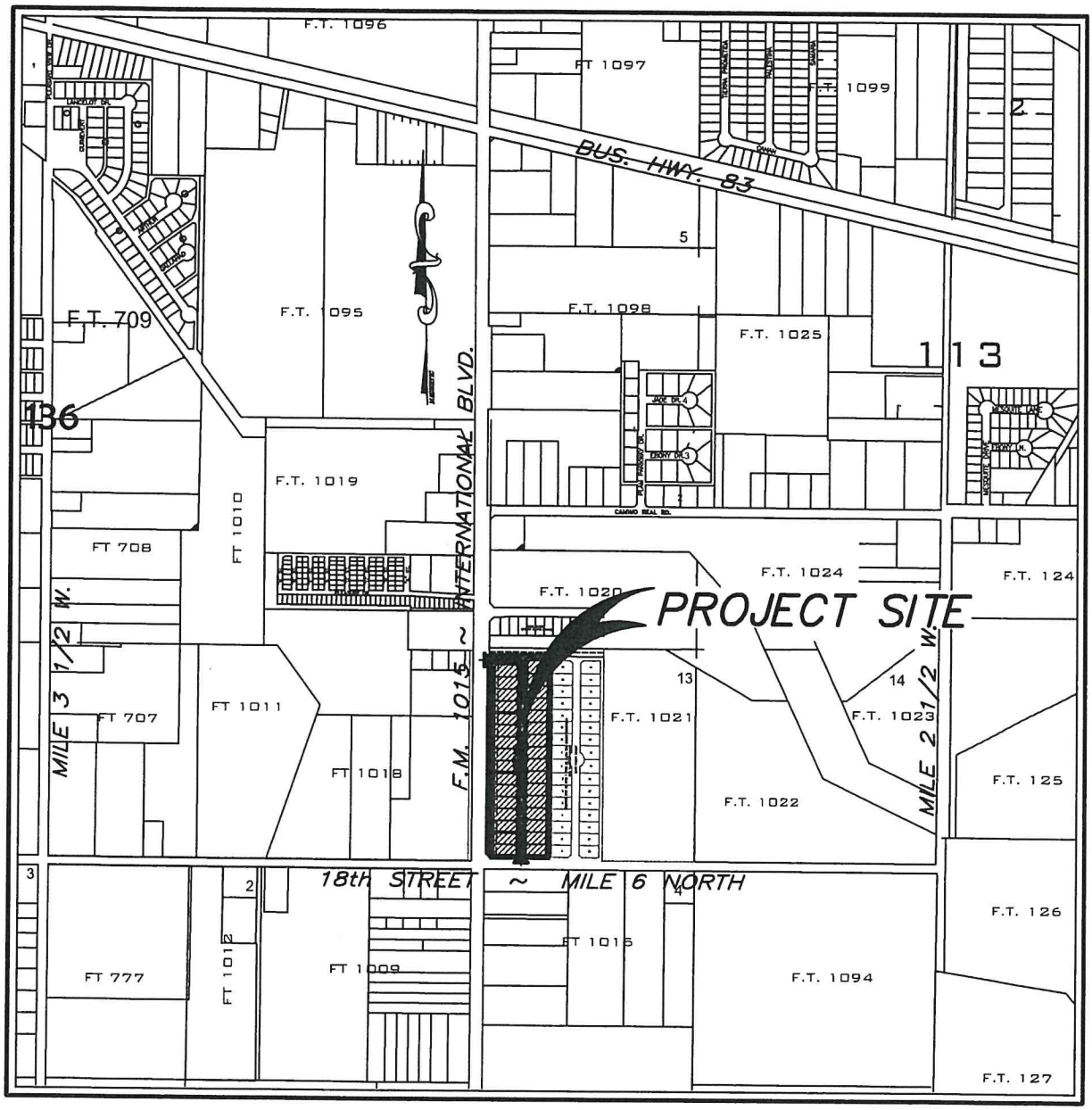
based on Weather Bureau (NWS) Technical Paper No. 40 "Rainfall Frequency Atlas of the United States"

formula $I = b/(t_c+d)^e$

TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
1	10.404	12.626	14.283	16.353	17.386	17.952
2	9.653	11.721	13.281	15.215	16.210	16.793
3	9.012	10.950	12.426	14.244	15.204	15.797
4	8.458	10.286	11.687	13.405	14.333	14.929
5	7.974	9.706	11.042	12.671	13.570	14.165
6	7.546	9.194	10.472	12.023	12.895	13.487
7	7.167	8.740	9.966	11.447	12.294	12.881
8	6.827	8.334	9.512	10.930	11.755	12.336
9	6.520	7.968	9.103	10.464	11.268	11.841
10	6.243	7.636	8.732	10.042	10.825	11.391
11	5.990	7.334	8.394	9.656	10.421	10.979
12	5.758	7.058	8.084	9.303	10.051	10.601
13	5.546	6.804	7.799	8.978	9.710	10.252
14	5.350	6.569	7.536	8.678	9.395	9.928
15	5.169	6.353	7.293	8.400	9.102	9.628
16	5.000	6.151	7.067	8.142	8.831	9.348
17	4.843	5.964	6.856	7.902	8.577	9.087
18	4.697	5.789	6.659	7.677	8.340	8.842
19	4.560	5.625	6.475	7.466	8.117	8.612
20	4.432	5.472	6.302	7.268	7.908	8.396
21	4.311	5.327	6.139	7.082	7.711	8.192
22	4.198	5.191	5.985	6.906	7.525	8.000
23	4.090	5.062	5.840	6.740	7.349	7.817
24	3.989	4.941	5.703	6.583	7.183	7.644
25	3.893	4.825	5.572	6.434	7.025	7.480
26	3.802	4.716	5.449	6.293	6.875	7.324
27	3.715	4.612	5.331	6.158	6.732	7.176
28	3.633	4.513	5.220	6.030	6.596	7.034
29	3.554	4.419	5.113	5.908	6.467	6.899
30	3.480	4.329	5.011	5.792	6.343	6.769
31	3.408	4.244	4.914	5.680	6.224	6.646
32	3.340	4.161	4.821	5.574	6.111	6.527
33	3.275	4.083	4.732	5.472	6.002	6.413
34	3.212	4.008	4.646	5.374	5.897	6.304
35	3.152	3.935	4.564	5.280	5.797	6.199

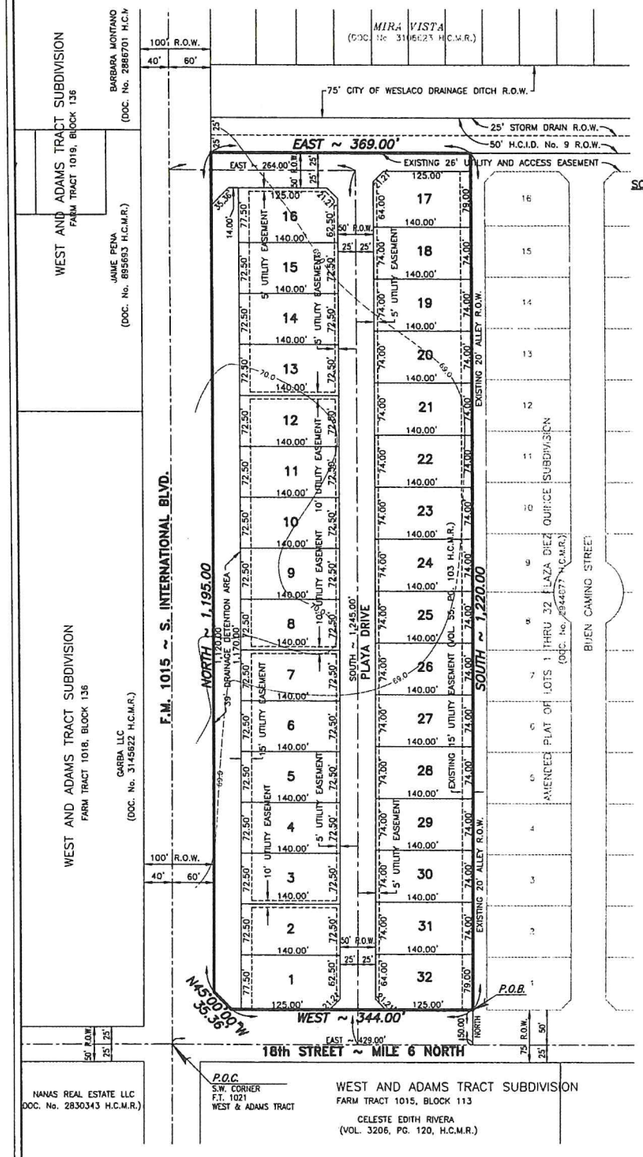
TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
36	3.095	3.866	4.486	5.189	5.701	6.098
37	3.040	3.799	4.410	5.103	5.608	6.001
38	2.986	3.735	4.337	5.019	5.519	5.908
39	2.935	3.673	4.267	4.939	5.433	5.817
40	2.886	3.614	4.199	4.861	5.350	5.730
41	2.838	3.557	4.134	4.786	5.270	5.646
42	2.793	3.501	4.071	4.714	5.193	5.565
43	2.748	3.448	4.010	4.644	5.118	5.487
44	2.706	3.396	3.951	4.577	5.046	5.411
45	2.665	3.346	3.895	4.511	4.976	5.337
46	2.625	3.298	3.840	4.448	4.908	5.266
47	2.586	3.251	3.786	4.387	4.843	5.197
48	2.549	3.206	3.735	4.328	4.779	5.130
49	2.513	3.162	3.685	4.270	4.717	5.065
50	2.477	3.120	3.636	4.215	4.658	5.002
51	2.443	3.078	3.589	4.161	4.600	4.941
52	2.410	3.038	3.543	4.108	4.543	4.881
53	2.378	2.999	3.499	4.057	4.488	4.824
54	2.347	2.962	3.456	4.007	4.435	4.767
55	2.317	2.925	3.414	3.959	4.383	4.713
56	2.288	2.889	3.373	3.912	4.333	4.659
57	2.259	2.854	3.333	3.867	4.284	4.608
58	2.231	2.821	3.295	3.822	4.236	4.557
59	2.204	2.788	3.257	3.779	4.189	4.508
60	2.178	2.756	3.220	3.737	4.144	4.460
65	2.056	2.607	3.050	3.541	3.933	4.237
70	1.948	2.475	2.899	3.368	3.745	4.038
75	1.852	2.358	2.765	3.212	3.577	3.860
80	1.765	2.252	2.643	3.073	3.426	3.699
85	1.688	2.156	2.533	2.946	3.289	3.554
90	1.617	2.069	2.434	2.831	3.164	3.421
95	1.552	1.990	2.342	2.726	3.050	3.299
100	1.493	1.917	2.258	2.629	2.944	3.187
105	1.439	1.850	2.181	2.540	2.847	3.083
110	1.389	1.788	2.109	2.457	2.757	2.988

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

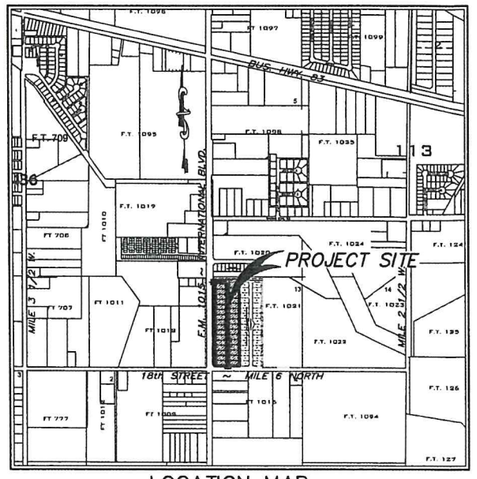


LOCATION MAP

SCALE: 1" = 1,000'



SCALE: 1" = 100'



LOCATION MAP
SCALE: 1" = 1,000'

IRREGULAR LOT AREAS		
LOT #	SQ. FT.	ACRES
1	10,737.50	0.246
16	10,737.50	0.246
17	10,947.50	0.251
32	10,947.50	0.251

METES and BOUNDS DESCRIPTION

BEING 10.33 ACRES OF LAND OUT OF LOTS 1A, 2A, 3A, 4A, 5A AND 6A, PLAZA DIEZ QUINCE SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 55, PAGE 103, MAP RECORDS OF HIDALGO COUNTY, TEXAS. SAID 10.33 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF FARM TRACT 1021, WEST AND ADAMS TRACT SUBDIVISION, ALSO BEING THE SOUTHWEST CORNER OF PLAZA DIEZ QUINCE SUBDIVISION, THENCE, EAST, ALONG THE SOUTH LINE OF FARM TRACT 1021 AND THE CENTERLINE OF MILE 6 NORTH, A DISTANCE OF 429.00 FEET TO A FOUND NAIL, THENCE NORTH 50.00 FEET TO A FOUND No. 4 REBAR (w/ PLASTIC CAP STAMPED RGEC) AT THE EXISTING NORTH RIGHT-OF-WAY LINE OF MILE 6 NORTH FOR THE SOUTHEAST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE WEST, ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF MILE 6 NORTH, A DISTANCE OF 344.00 FEET TO A FOUND No. 4 REBAR FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE N 45°00'00" W, ALONG A 25 FOOT BY 25 FOOT CORNER CLIP, A DISTANCE OF 35.36 FEET TO A FOUND No. 4 REBAR ON THE EAST RIGHT-OF-WAY LINE OF F.M. 1015 (INTERNATIONAL BLVD) FOR THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH, ALONG SAID EAST RIGHT-OF-WAY LINE OF F.M. 1015 (INTERNATIONAL BLVD.), A DISTANCE OF 1,195.00 FEET TO A FOUND No. 4 REBAR FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE EAST, ALONG THE SOUTH SIDE OF A 50 FOOT H.C.I.D. No. 9 DITCH RIGHT-OF-WAY, A DISTANCE OF 369.00 FEET TO A FOUND No. 4 REBAR FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH, AT A DISTANCE OF 1,220 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.33 ACRES OF LAND, MORE OR LESS.

DATE OF PREPARATION: MARCH, 2021 DRAWN BY: P.G. & A.G.

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com
TBPE FIRM No. F-1295

PRINCIPAL CONTACTS:			
NAME	ADDRESS	CITY & ZIP	PHONE #
OWNER REYNA FAMILY DEVELOPMENT LLC	702 W. EXPRESSWAY 83	WESLACO, TX 78596	(956)477-3962
ENGINEER: JAVIER HINOJOSA	416 E. DOVE AVENUE	McALLEN, TX 78504	(956)668-1588
SURVEYOR: CARLOS VASQUEZ	517 BEAUMONT AVE.	McALLEN, TX 78501	(956)618-1551

GENERAL NOTES

1. THIS PROPERTY IS LOCATED IN ZONE "B" ON A FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 480334 0525 B, REVISED JANUARY 2, 1981. ZONE "B" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
2. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB AS MEASURED AT THE CENTER OF EACH LOT.
3. A TOTAL OF 1.005 ACRE-FEET (43,769 CUBIC FEET) OF STORM WATER DETENTION IS REQUIRED FOR THIS SUBDIVISION. THIS DETENTION WILL BE PROVIDED WITHIN THE DRAINAGE DETENTION AREA ALONG THE WEST SIDE OF THIS SUBDIVISION.
4. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN THE DRAINAGE DETENTION AREA. THE DRAINAGE DETENTION AREA SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, OR ANY OBSTRUCTIONS THAT WOULD INTERFERE WITH THE MAINTENANCE OF THE DETENTION AREA.
5. MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS:
   FRONT: .....25 FEET
   REAR: .....15 FEET
   SIDE: ..... 5 FEET
   SIDE CORNER: .....10 FEET
6. A 5-FOOT SIDEWALK SHALL BE REQUIRED ALONG THE EAST SIDE OF F.M. 1015 AND ALONG THE NORTH SIDE OF 18th STREET.
7. A 4-FOOT SIDEWALK SHALL BE REQUIRED ALONG BOTH SIDES OF INTERIOR STREET AT TIME OF BUILDING PERMIT.
8. PROJECT BENCHMARK: MAGNETIC NAIL SET 27.55 FEET SOUTH AND 310.57 FEET EAST FROM THE NORTHEAST CORNER OF THIS SUBDIVISION. ELEVATION: 68.64 (NAD 83-NAVD 88) (ZONE 4205 TX. SOUTH). NORTHING: 16578357.402 EASTING: 1162741.954
9. SET ½" IRON ROD ON ALL LOT CORNERS UNLESS OTHERWISE NOTED.
10. NO PERMANENT STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENTS.
11. LANDSCAPING REQUIRED FOR THIS SUBDIVISION SHALL BE AS PER CITY OF WESLACO LANDSCAPE ORDINANCE.
12. A STORMWATER POLLUTION PREVENTION PLAN SHALL BE REQUIRED PRIOR TO CONSTRUCTION AND MUST COMPLY WITH TPDES & FOLLOW SW3P.
13. STREET LIGHTS AND STREET SIGNS SHALL BE INSTALLED IN ACCORDANCE TO CITY OF WESLACO ORDINANCE BY THE DEVELOPER PRIOR TO ISSUANCE OF BUILDING PERMIT.
14. STREET LIGHTS MUST BE LOCATED AT 300-FOOT MAXIMUM SPACING.
15. NO ACCESS SHALL BE PERMITTED FOR LOTS 1 AND 32 TO 18th STREET AND FOR LOTS 1 THROUGH 16 (INCLUSIVE) TO F.M. 1015.
16. SITE PLAN AND DETENTION PLAN MUST BE REVIEWED AND APPROVED BY THE CITY OF WESLACO PRIOR TO ISSUANCE OF BUILDING PERMIT.
17. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREAS BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

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 AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

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

DATED THIS _____ DAY OF _____ 2021.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID #9 RIGHT-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER WILL NOT BE GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID #9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.
4. HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWERS OR UTILITIES SYSTEM 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

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SUBDIVISION PLAT OF

TEN FIFTEEN SUBDIVISION

10.33 ACRES BEING A RESUBDIVISION OF LOTS 1A, 2A, 3A, 4A, 5A AND 6A, OUT OF PLAZA DIEZ QUINCE SUBDIVISION AS RECORDED IN VOLUME 55, PAGE 103 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS TEN FIFTEEN SUBDIVISION TO THE CITY OF WESLACO, COUNTY OF HIDALGO COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

_____ _____
NAME: EZEQUIEL REYNA DATE
OWNER: REYNA FAMILY DEVELOPMENT, LTD.
ADDRESS: 702 W. EXPRESSWAY 83
WESLACO, TEXAS 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATED PERSONALLY APPEARED EZEQUIEL REYNA KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FORE THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2021.

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

STATE OF TEXAS
COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.0115(B)

WE, THE UNDERSIGNED, CERTIFIY THAT THIS PLAT OF TEN FIFTEEN SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WESLACO.

_____
MAYOR OF THE CITY OF WESLACO: DAVID SUAREZ DATE

_____
SECRETARY OF THE CITY OF WESLACO, NORMA A. CANTU DATE

THIS PLAT OF TEN FIFTEEN SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20____.

_____
CHAIRMAN

THIS PLAT APPROVED BY HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9 THIS THE _____ DAY OF _____, 2021.
NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAY'S OR EASEMENT'S WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9.

_____ _____
SECRETARY PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

I, JAVIER HINOJOSA, P.E., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

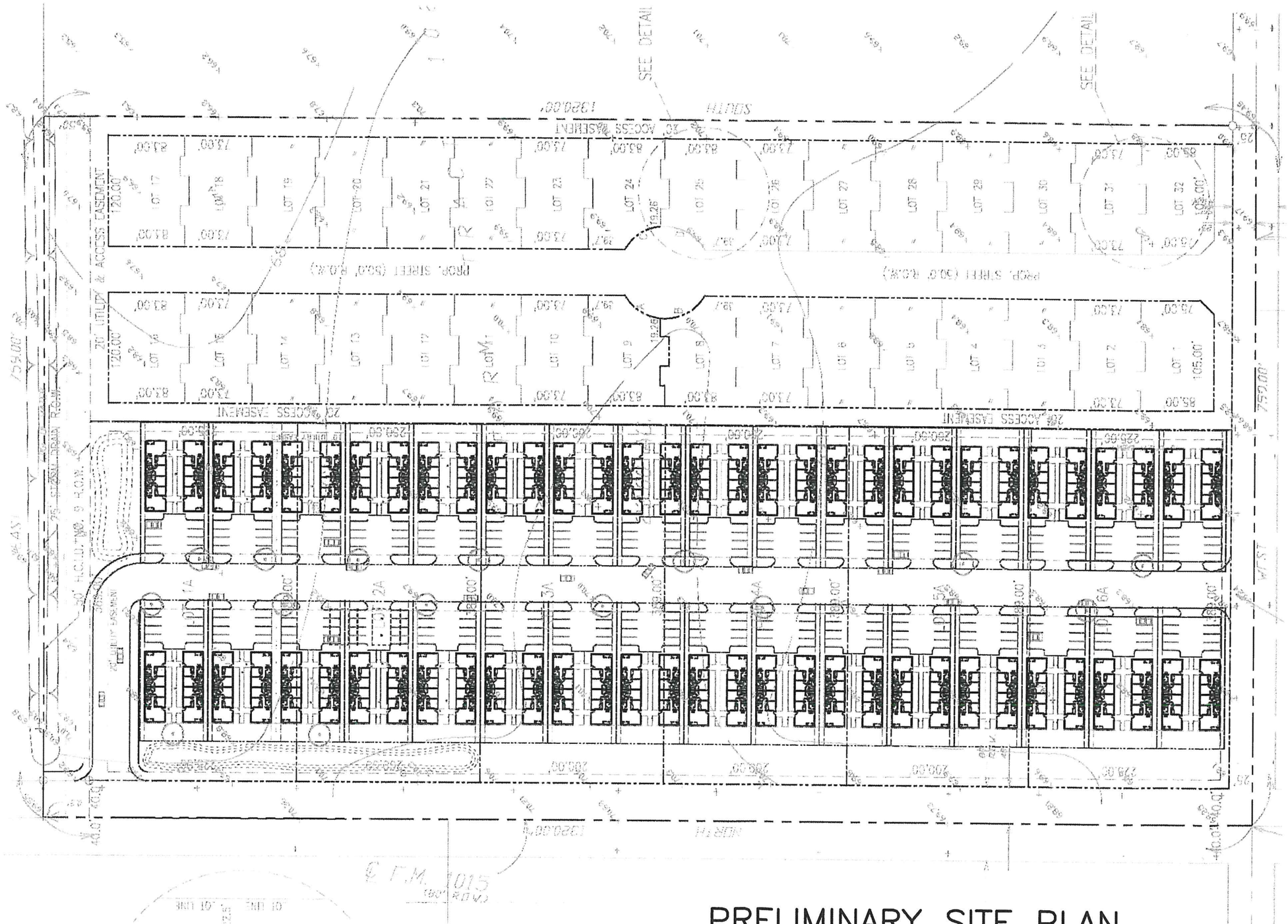
JAVIER HINOJOSA
74808
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

3/31/21

_____
JAVIER HINOJOSA, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 74808

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

_____ _____
CARLOS VASQUEZ, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4608
C.V.Q. LAND SURVEYORS, LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
TEL. (956) 618-1551 DATE SURVEYED:
TBPELS FIRM No. 10119600



Parking Count Schedule	
Row Number	No. of Spaces
16	4
17	4
18	4
19	4
20	4
21	4
22	4
23	4
24	4
25	4
26	4
27	4
28	4
29	4
30	4
31	4
32	4
33	4
34	4
35	4
36	4
37	4
38	4
39	4
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41	4
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63	4
64	4
65	4
66	4
67	4
68	4
69	4
70	4
71	4
72	4
73	4
74	4
75	4
76	4
77	4
78	4
79	4
	256

1 MASTER PLAN
1" = 50'

PRELIMINARY SITE PLAN
TEN FIFTEEN SUBDIVISION

PRELIMINARY
NOT FOR BUILDING PERMIT OR CONSTRUCTION

FRANK P. REY & ASSOCIATES AIA
1150 E. MORRIS AVE., SUITE "D"
MCALLEN, TX 78503
TEL. 956-631-1115, FAX 632-994-1113
email:frankpreyinc@aol.com

DATE	REVISION NO. & DESCRIPTION	BY
09-06-20	ISSUED PER REVIEW	VP

DRAWN BY: SSL, VP
APPROVED BY: VP, FPR

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PROJECT:
DIEZ QUINCE DUPLEXES
FM 1015, 78598
WESLACO, TX

DRAWING TITLE:

SCALE: 1"=50' | JOB NO.: 20 NOTES | SHEET: 1

DRAWING NUMBER: SP

FARM TRACT 1018 BLOCK 136
WEST AND ADAMS TRACT SUBDIVISION
VOL 2, PAGES 34-37
H.C.M.R.

FARM TRACT 1009 BLOCK 113
WEST AND ADAMS TRACT SUBDIVISION
VOL 2, PAGES 34-37
H.C.M.R.

SCALE: 1" = 50'

F.M. 1015 - INTERNATIONAL BLVD.

EXIST. 80' R.O.W.

EXIST. 120' R.O.W.

EXIST. 60' R.O.W.

EXIST. CURB INLET TOP=68.41 INV=64.41

EXIST. 18" STORM LINE

EXIST. CURB INLET TOP=69.56 INV=66.06

EXIST. 18" STORM LINE

EXIST. CURB INLET TOP=70.08 INV=66.08

EXIST. CURB INLET TOP=68.90 INV=62.60

EXIST. CURB INLET TOP=68.98 INV=62.98

EXIST. GRATE INLET TOP=66.28 INV=62.28

EXIST. GRATE INLET TOP=66.88 INV=64.38

EXIST. GRATE INLET TOP=67.08 INV=64.26

EXIST. CURB INLET TOP=67.44 INV=62.84

EXIST. CURB INLET TOP=69.58 INV=63.58

EXIST. 24" STORM LINE

EXIST. 15" IRRIGATION VENT

EXIST. CURB INLET TOP=69.69 INV=65.19

PROP. DOWN DRAIN D.D. #1 INV=63.20

PROP. DOWN DRAIN D.D. #2 INV=64.00

PROP. DOWN DRAIN D.D. #3 INV=63.75

PROP. DOWN DRAIN D.D. #4 INV=63.50

54" STORM PIPE FL=60.35

EXIST. STORM MANHOLE TOP=69.49 OUT (N)=57.99 OUT (W)=51.49

EXIST. GRATE INLET TOP=67.73 INV=63.53

EXIST. GRATE INLET TOP=69.72 INV=63.02

EXIST. GRATE INLET TOP=69.62 INV=62.62

PROP. CURB INLET C.I. #7 TOP=69.00 INV=61.96 EX. INV=61.96

PROP. CURB INLET C.I. #8 TOP=69.00 INV=61.89 EX. INV=61.89

EXIST. 16" STORM PIPE FL=61.81

EXIST. 24" STORM LINE

PROP. CURB INLET C.I. #2 TOP=68.25 INV=63.75

PROP. CURB INLET C.I. #4 TOP=68.85 INV=64.35

PROP. CURB INLET C.I. #6 TOP=69.00 INV=64.50

D.A.#1

D.A.#2

D.A.#3

D.A.#4

D.A.#5

D.A.#6

D.A.#7

D.A.#8

D.A.#9

PROP. CURB INLET C.I. #1 TOP=68.25 INV=64.00

PROP. CURB INLET C.I. #3 TOP=68.85 INV=64.60

PROP. CURB INLET C.I. #5 TOP=69.00 INV=64.75

EXIST. GRATE INLET TOP=68.06 INV=64.36

EXIST. GRATE INLET TOP=67.54 INV=63.34

EXIST. 24" STORM LINE

EXIST. 18" PLUG & CAP

EXIST. 18" PLUG & CAP

EXIST. GRATE INLET TOP=67.90 INV=62.90

EXIST. GRATE INLET TOP=67.91 INV=62.41

EXIST. 30" STORM PIPE FL=61.95

EXIST. 30" STORM PIPE FL=63.18

15' UTILITY EASEMENT

EXIST. 24" STORM LINE

EXIST. GRATE INLET TOP=67.94 INV=61.94

EXIST. FIBER OPTIC

MILE 6 N. ROAD - 18th STREET

EXIST. 24" STORM LINE

FARM TRACT 1015 BLOCK 113
WEST AND ADAMS TRACT SUBDIVISION
VOL 2, PAGES 34-37
H.C.M.R.

ALLEY, 20' R.O.W.

AMENDED PLAT OF LOTS 1 THRU 32 PLAZA DIEZ QUINCE SUBDIVISION
(DOC. No. 294[illegible] H.C.M.R.)

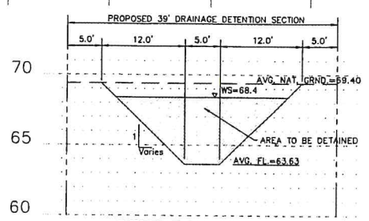
BUEN CAMINO STREET

50' H.C.I.D. No. 9 R.O.W.

25' STORM DRAINAGE EASEMENT

26' UTILITY AND ACCESS EASEMENT

PROPOSED 39' DRAINAGE DETENTION SECTION



DETENTION SECTION

TOTAL DETENTION AREA THIS SECTION: 538.8 S.F.
DETENTION CALCULATION: 71.17 S.F. x 1120 FT. = 79,710.4 C.F.
SCALE: HORIZ. = 1" = 10'
VERT. = 1" = 5'

STATE OF TEXAS
JAVIER HINOJOSA
74808
REGISTERED
PROFESSIONAL ENGINEER

3/31/21

DATE:	REVISIONS

XXXXXX
PROJECT No.
APRIL, 2021
DATE:
LUIS HERNANDEZ
DRAWN BY:
J.H.
CHK. BY:

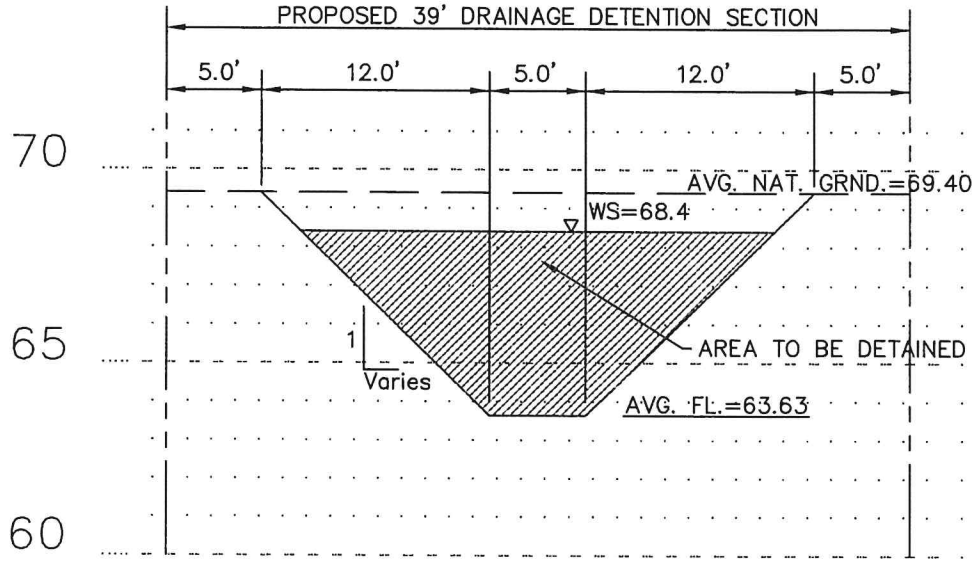
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1566
javhin@rgv.rr.com
TBPE FIRM NUMBER F-1205

DRAINAGE AREA MAP

TEN FIFTEEN SUBDIVISION

WESLACO, TEXAS

SHEET 1 OF 1 SHEETS



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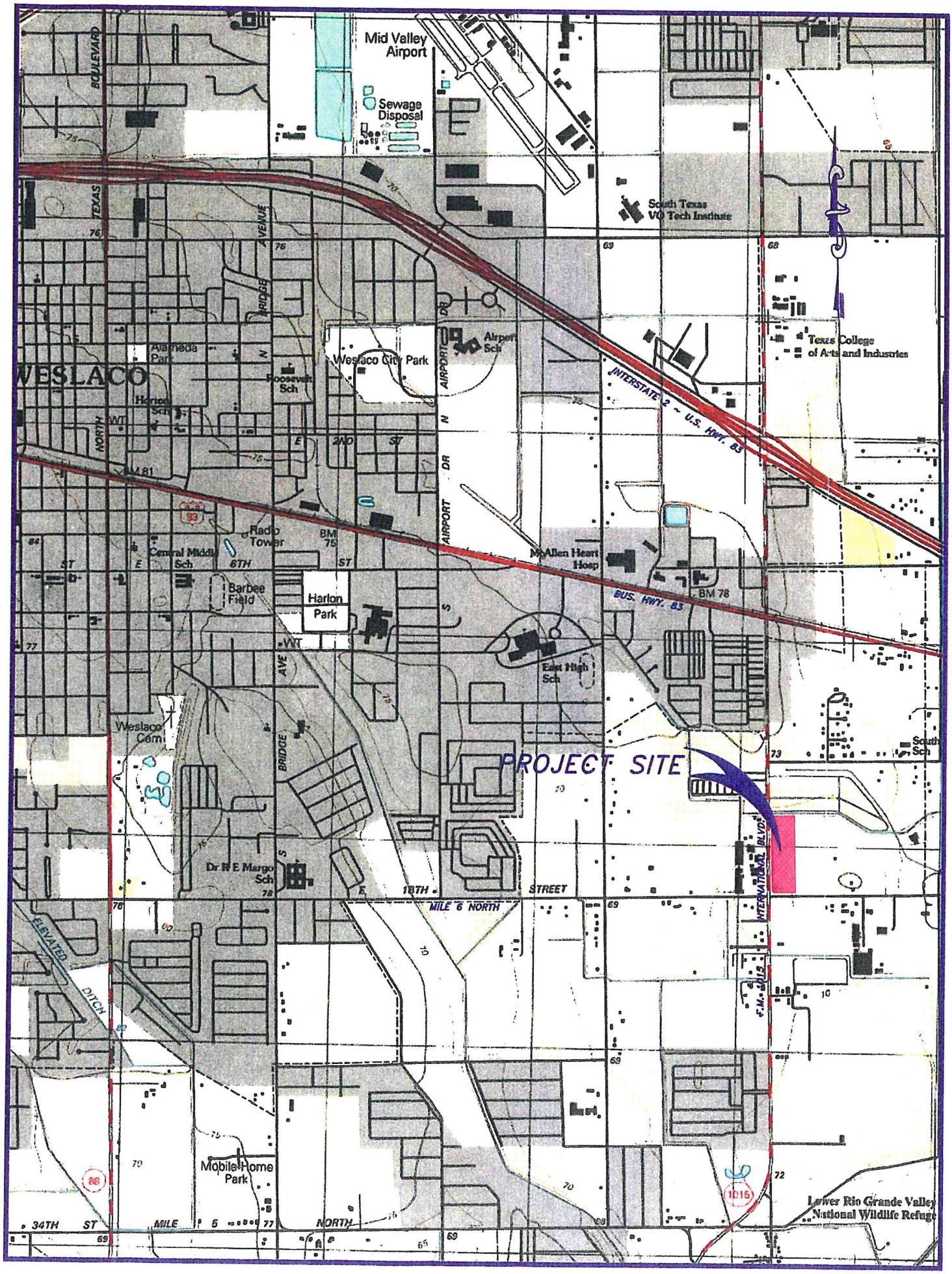
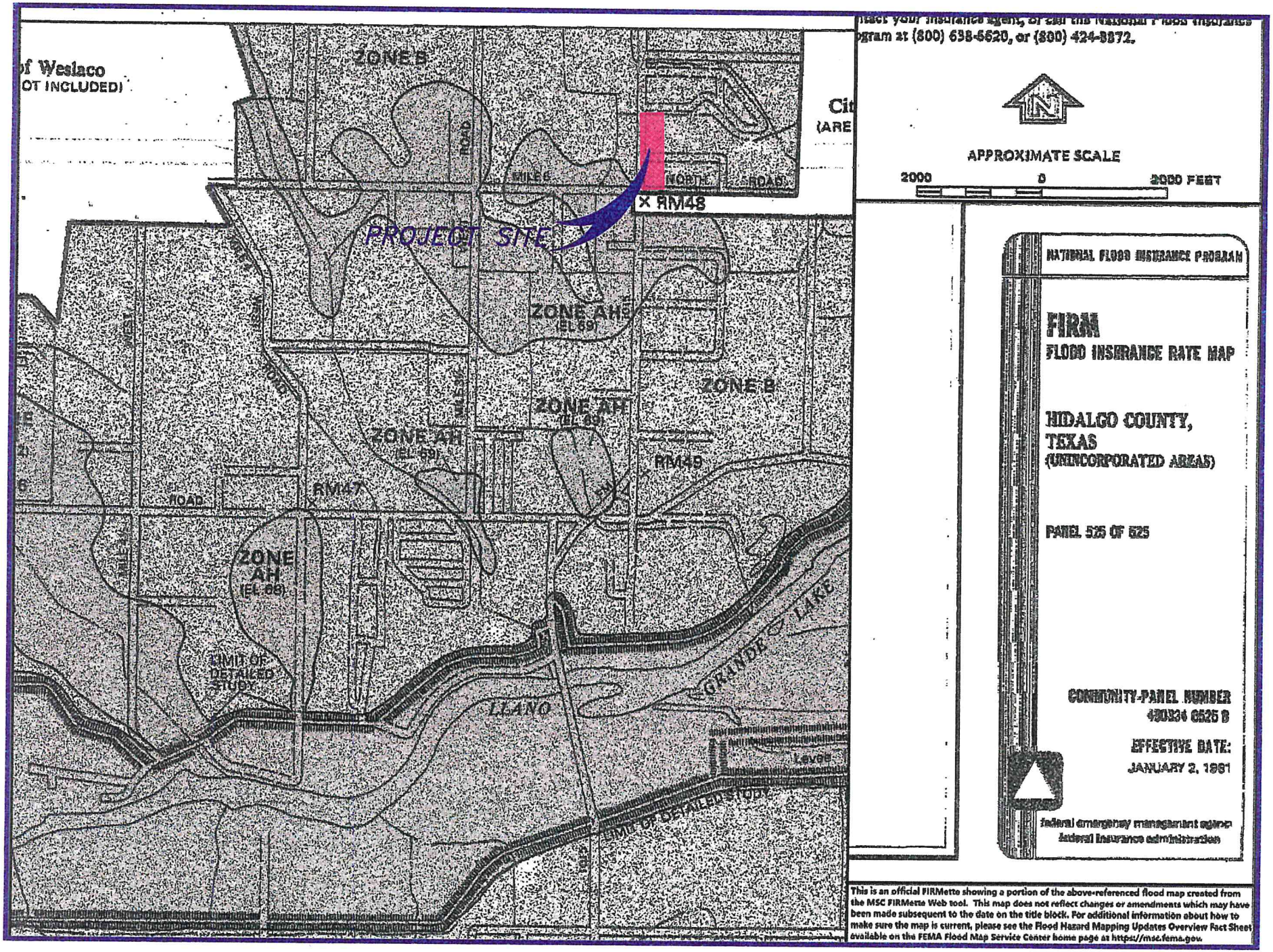
SCALE: HORIZ. = 1" = 10'

VERT. = 1" = 5'


Mid Valley Airport
Sewage Disposal
South Texas VO Tech Institute
Texas College of Arts and Industries
WESLACO
Westaco City Park
Airport Sch
Roosevelt Sch
Harlon Park
Barbee Field
Radio Tower
BM 75
BM 78
McAllen Heart Hosp
East High Sch
Central Middle Sch
Weslaco Cem
Dr R E Margo Sch
South Sch
Mobile Home Park
PROJECT SITE
INTERSTATE 2 ~ U.S. HWY. 83
BUS. HWY. 83
AIRPORT DR N
AIRPORT DR S
TEXAS AVENUE
BRIDGE
E 2ND ST
E 6TH ST
E 18TH STREET
MILE 6 NORTH
MILE 5 NORTH
34TH ST
INTERNATIONAL BLVD
ELEVATED DITCH
Lower Rio Grande Valley National Wildlife Refuge



...ram at (800) 638-6620, or (800) 424-8872.

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at https://msc.fema.gov.

United States Department of Agriculture

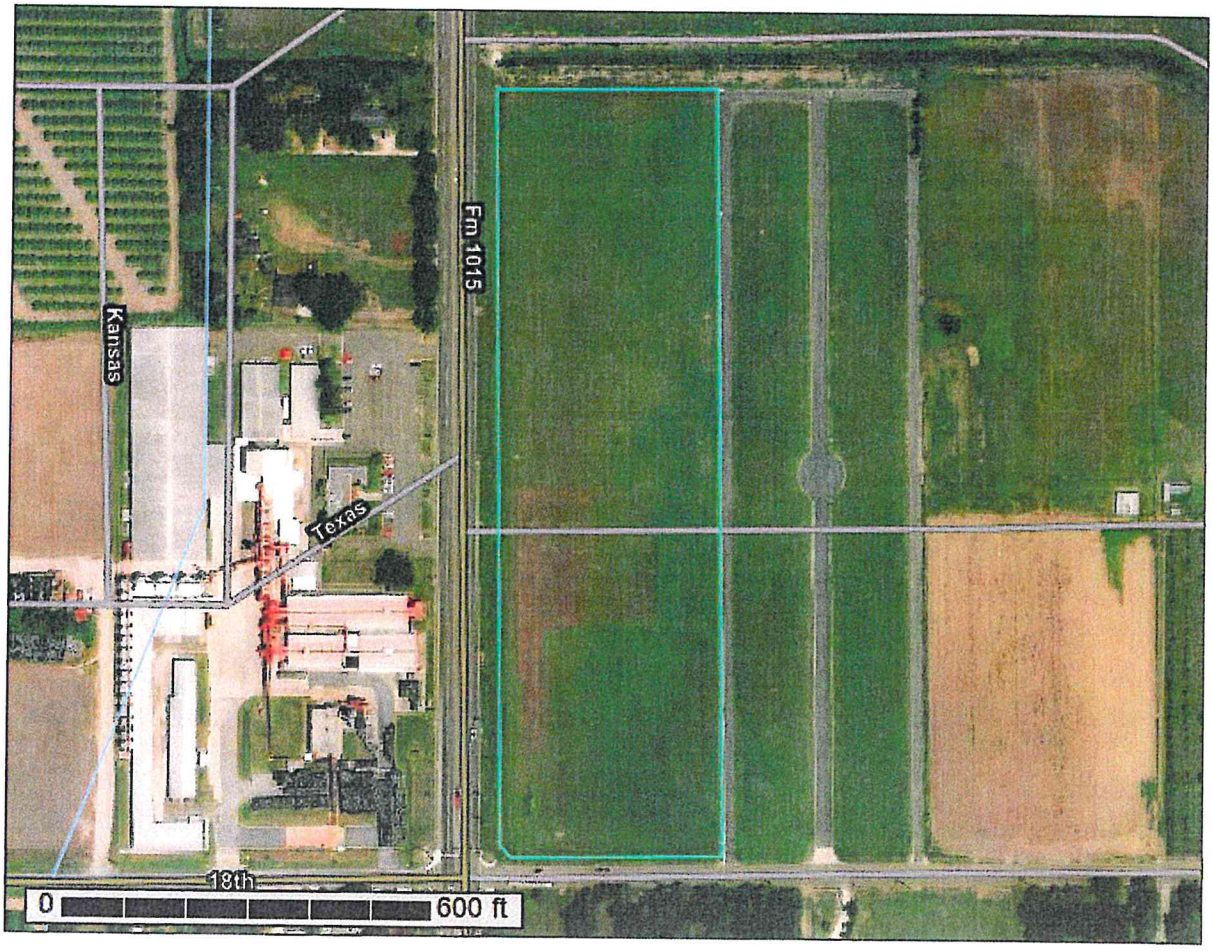
NRCS

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

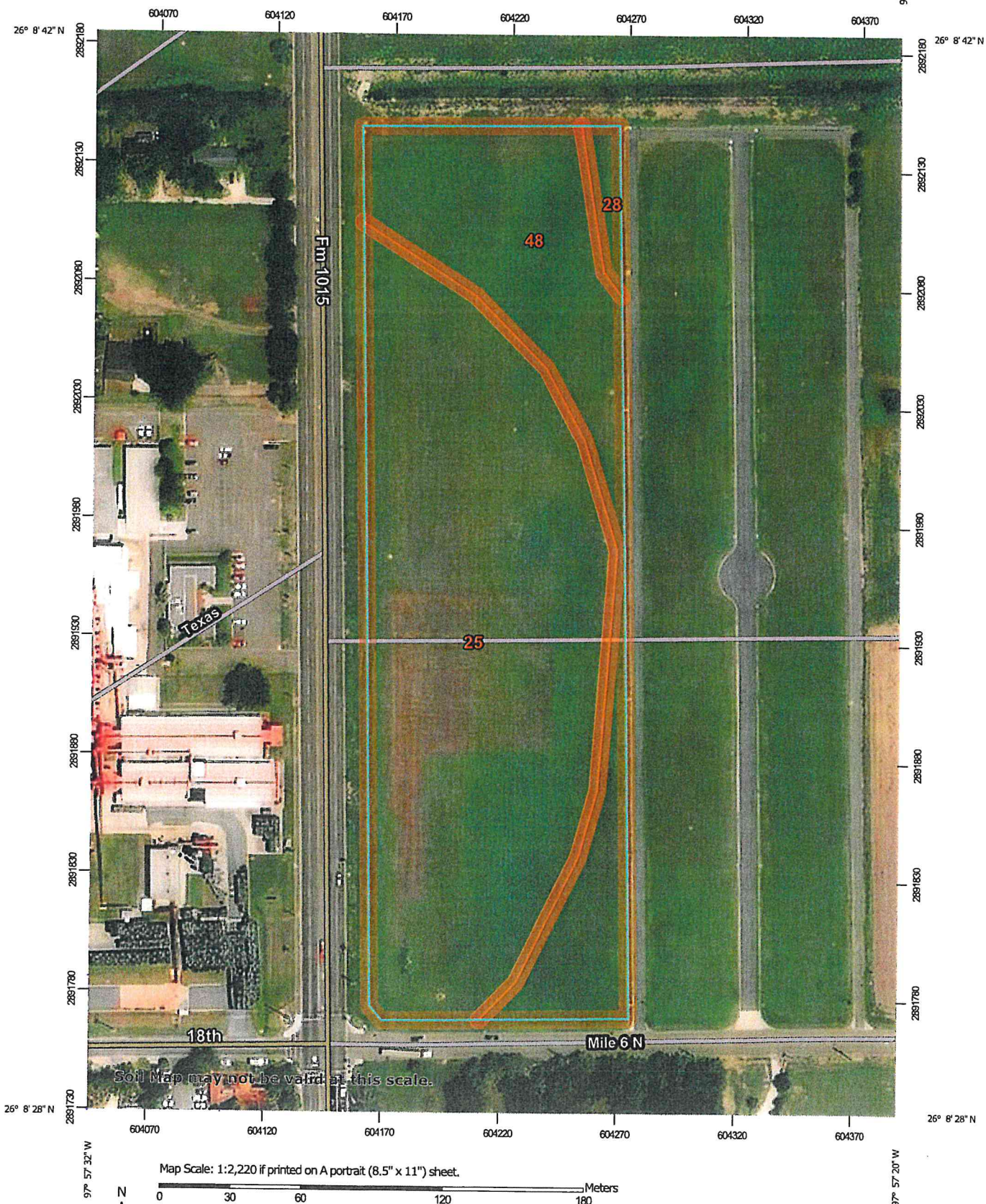
Custom Soil Resource Report for Hidalgo County, Texas

TEN FIFTEEN SUBDIVISION



March 30, 2021

Custom Soil Resource Report
Soil Map



Map Scale: 1:2,220 if printed on A portrait (8.5" x 11") sheet.

N

0 30 60 120 180 Meters

0 100 200 400 600 Feet

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

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.

KEY TO MAP

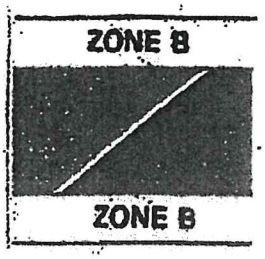
500-Year Flood Boundary

100-Year Flood Boundary

Zone Designations* With Date of Identification e.g., 12/2/74

100-Year Flood Boundary

500-Year Flood Boundary



Base Flood Elevation Line With Elevation In Feet** — 513

Base Flood Elevation In Feet Where Uniform Within Zone** — (EL 987)

Elevation Reference Mark — RM7 ×

River Mile — • M1.5

**Referenced to the National Geodetic Vertical Datum of 1929

*EXPLANATION OF ZONE DESIGNATIONS

ZONE	EXPLANATION
A	Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
AO	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.
AH	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.
A1-A30	Areas of 100-year flood; base flood elevations and flood hazard factors determined.
A99	Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.
B	Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)
C	Areas of minimal flooding. (No shading)
D	Areas of undetermined, but possible, flood hazards.
V	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.
V1-V30	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.

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	6.9	67.0%
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	0.2	1.9%
48	Racombes sandy clay loam, 0 to 1 percent slopes	3.2	31.2%
Totals for Area of Interest		**10.3**	**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

TABLE 16. -- ENGINEERING INDEX PROPERTIES--CONTINUED

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

SOILS LEGEND

TABLE 16. -- ENGINEERING INDEX PROPERTIES--CONTINUED

Map symbol and soil name	Depth	USDA texture	Classification		Percentage passing sieve number				Liquid limit	Plast. index
			Unified	AASHTO	4	10	40	200		
	In								Pct	
45,* 46,* 47.- Pits										
48, 49----------	0-13	Sandy clay loam	CL, SC	A-4, A-6	100	100	95-100	45-65	27-35	8-15
Ramadero	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	22-20
50----------	0-21	Sandy clay loam	CL, SC	A-6, A-4	100	100	95-100	45-65	27-39	9-18
Ramadero	21-65	Sandy clay loam, clay loam.	CL, SC	A-6, A-7	100	95-100	90-100	46-65	32-42	13-21
51*----------	0-9	Fine sandy loam	SM, SM-SC	A-2-4	75-100	70-100	70-100	20-35	<25	NP-7
Ramadero	9-16	Fine sandy loam, sandy caly 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----------	0-15	Clay loam----------	CL	A-6, A-7-6	100	100	95-100	51-85	37-50	18-30
Raymondville	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:*----------	0-15	Clay loam----------	CL	A-6, A-7-6	100	100	95-100	51-85	37-50	18-30
Raymondville	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
55,56----------	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
Reynosa	15-48	Sandy 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:*----------	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
Reynosa	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----------	0-12	Fine sandy loam	SC, SM-SC	A-2-4, A-4	95-100	95-100	95-100	30-48	<30	5-10
Rio	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, snady clay sandy clay loam.	CL	A-7-6	95-100	95-100	85-95	55-80	41-50	20-27

SOILS LEGEND

TABLE 18. -- SOIL AND WATER FEATURES

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

Map symbol and soil name	Hydrologic group	Flooding			High water table			Cemented pan		Risk of corroal	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Conc.
					Ft			In			
1.* Arents											
2---------- Benito	D	Occasional	Long------	Sep-May	4.0-6.0	Apparent	Sep-May	---	---	High--------	Low.
3,4---------- Brennan	B	None----------	---	---	M	---	---	---	---	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	Low---------	Low
14---------- Falfurrias	A	None----------	---	---	>6.0	---	---	---	---	High--------	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------ Urban land.	D	None to rare	---	---	>6.0	---	---	---	---	High--------	Low
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

HYDROLOGIC LEGEND

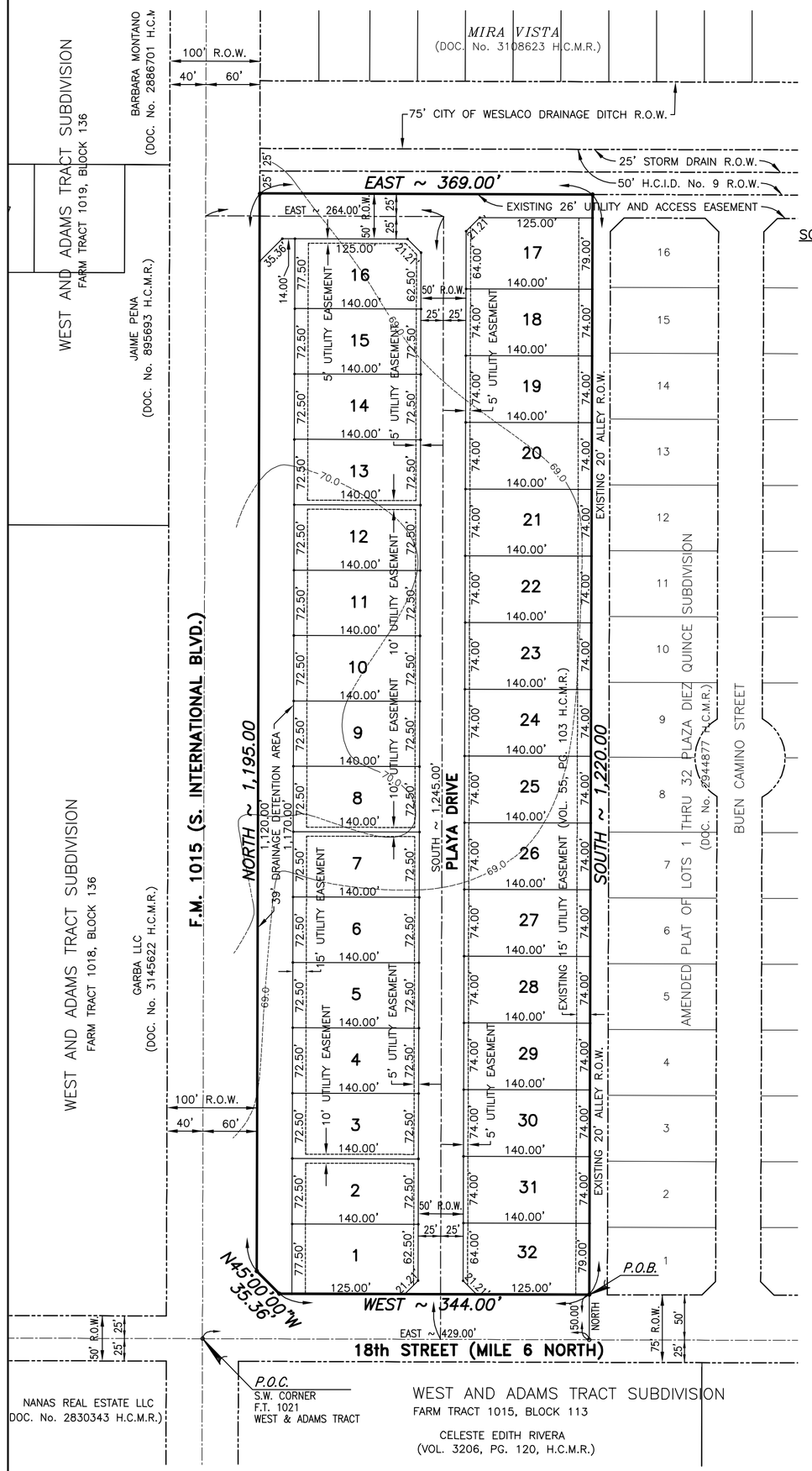
TABLE 18. -- SOIL AND WATER FEATURES

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

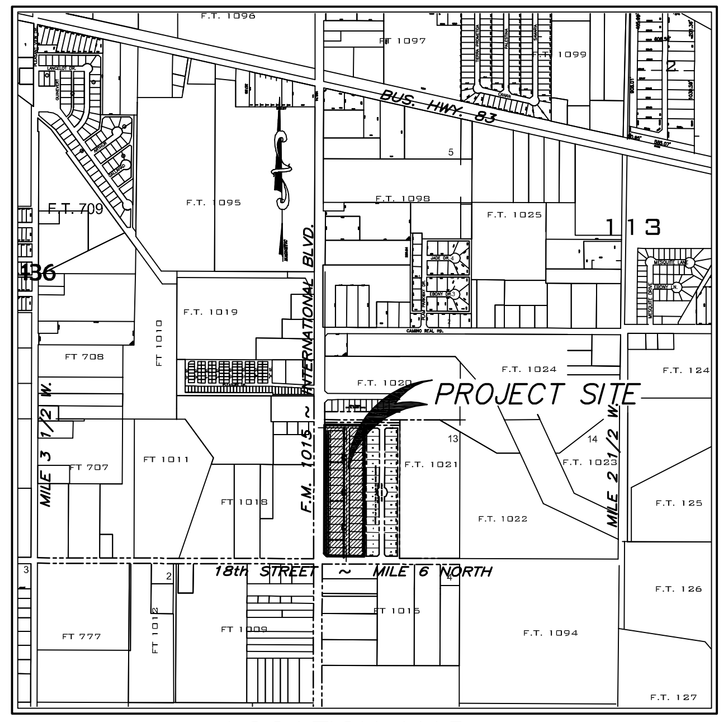
Map symbol and soil name	Hydrologic group	Flooding			High water table			Cemented pan		Risk of corroal	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Conc.
					Ft			In			
Urban land.											
32:* Jimenez--------	C	None----------	---	---	>6.0	---	---	7-20	---	High--------	Low
32:* Quemado-----	C	None---------	---	---	>6.0	---	---	10-20	Thin	Moderate	Low.
33---------- Benito	B	None----------	---	---	>6.0	---	---	---	---	High--------	Low.
34---------- Matanoros	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---------- Racombes	B	Rare----------	---	---	>6.0	---	---	---	---	High--------	Low.
49---------- Racombes	B	Rare----------	---	---	1.5-4.5	Apparent	Sep-May	---	---	High--------	Low.
50---------- Racombes	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.
55---------- Reynosa	B	None----------	---	---	>6.0	---	---	---	---	High--------	Low.

HYDROLOGIC LEGEND

Final Plat
Ten Fifteen
Legend
Ten Fifteen
Louisiana
Kansas
Illinois
Texas
Ohio
Oklahoma
Bill Summers International Blvd
1015
Camino De Verdad
Google Earth
© 2021 Google
© 2021 INEGI
N
900 ft



SCALE: 1" = 100'



LOCATION MAP
SCALE: 1" = 1,000'

IRREGULAR LOT AREAS		
LOT #	SQ. FT.	ACRES
1	10,737.50	0.246
16	10,737.50	0.246
17	10,947.50	0.251
32	10,947.50	0.251

LEGEND:

- ● IRON ROD FOUND
- ○ IRON ROD SET
- P.O.B. = POINT OF BEGINNING
- R.O.W. = RIGHT OF WAY
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS

METES and BOUNDS DESCRIPTION

BEING 10.33 ACRES OF LAND OUT OF LOTS 1A, 2A, 3A, 4A, 5A AND 6A, PLAZA DIEZ QUINCE SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 55, PAGE 103, MAP RECORDS OF HIDALGO COUNTY, TEXAS. SAID 10.33 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF FARM TRACT 1021, WEST AND ADAMS TRACT SUBDIVISION, ALSO BEING THE SOUTHWEST CORNER OF PLAZA DIEZ QUINCE SUBDIVISION, THENCE, EAST, ALONG THE SOUTH LINE OF FARM TRACT 1021 AND THE CENTERLINE OF MILE 6 NORTH, A DISTANCE OF 429.00 FEET TO A FOUND NAIL, THENCE NORTH 50.00 FEET TO A FOUND No. 4 REBAR (w/ PLASTIC CAP STAMPED RGEC) AT THE EXISTING NORTH RIGHT-OF-WAY LINE OF MILE 6 NORTH FOR THE SOUTHEAST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE WEST, ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF MILE 6 NORTH, A DISTANCE OF 344.00 FEET TO A FOUND No. 4 REBAR FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE N 45°00'00" W, ALONG A 25 FOOT BY 25 FOOT CORNER CLIP, A DISTANCE OF 35.36 FEET TO A FOUND No. 4 REBAR ON THE EAST RIGHT-OF-WAY LINE OF F.M. 1015 (INTERNATIONAL BLVD) FOR THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH, ALONG SAID EAST RIGHT-OF-WAY LINE OF F.M. 1015 (INTERNATIONAL BLVD.), A DISTANCE OF 1,195.00 FEET TO A FOUND No. 4 REBAR FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE EAST, ALONG THE SOUTH SIDE OF A 50 FOOT H.C.I.D. No. 9 DITCH RIGHT-OF-WAY, A DISTANCE OF 369.00 FEET TO A FOUND No. 4 REBAR FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH, AT A DISTANCE OF 1,220 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.33 ACRES OF LAND, MORE OR LESS.

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 AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

DATE OF PREPARATION: MARCH, 2021 DRAWN BY: P.GONZALEZ

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com
TBPE FIRM No. F-1295

PRINCIPAL CONTACTS:			
NAME	ADDRESS	CITY & ZIP	PHONE #
OWNER REYNA FAMILY DEVELOPMENT LLC	702 W. EXPRESSWAY 83	WESLACO, TX 78596	(956)477-3962
ENGINEER: JAVIER HINOJOSA	416 E. DOVE AVENUE	McALLEN, TX 78504	(956)668-1588
SURVEYOR: CARLOS VASQUEZ	517 BEAUMONT AVE.	McALLEN, TX 78501	(956)618-1551

GENERAL NOTES

1. THIS PROPERTY IS LOCATED IN ZONE "B" ON A FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 480334 0525 B, REVISED JANUARY 2, 1981. ZONE "B" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
2. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB AS MEASURED AT THE CENTER OF EACH LOT.
3. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 43,769 CUBIC FEET (1.005 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
4. NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF BUILDING, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHTS, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WILL INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
5. MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS:
   FRONT: .....25 FEET
   REAR: .....15 FEET
   SIDE: ..... 5 FEET
   SIDE CORNER: .....10 FEET
6. A 5-FOOT SIDEWALK SHALL BE REQUIRED ALONG THE EAST SIDE OF F.M. 1015 AND ALONG THE NORTH SIDE OF 18th STREET.
7. A 4-FOOT SIDEWALK SHALL BE REQUIRED ALONG BOTH SIDES OF INTERIOR STREET AT TIME OF BUILDING PERMIT.
8. PROJECT BENCHMARK: MAGNETIC NAIL SET 27.55 FEET SOUTH AND 310.57 FEET EAST FROM THE NORTHEAST CORNER OF THIS SUBDIVISION. ELEVATION: 68.64 (NAD 83-NAVD 88) (ZONE 4205 TX. SOUTH). NORTHING: 16578357.402 EASTING: 1162741.954
9. SET ½" IRON ROD ON ALL LOT CORNERS UNLESS OTHERWISE NOTED.
10. NO PERMANENT STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENTS.
11. LANDSCAPING REQUIRED FOR THIS SUBDIVISION SHALL BE AS PER CITY OF WESLACO LANDSCAPE ORDINANCE.
12. A STORMWATER POLLUTION PREVENTION PLAN SHALL BE REQUIRED PRIOR TO CONSTRUCTION AND MUST COMPLY WITH TPDES & FOLLOW SW3P.
13. STREET LIGHTS AND STREET SIGNS SHALL BE INSTALLED IN ACCORDANCE TO CITY OF WESLACO ORDINANCE BY THE DEVELOPER PRIOR TO ISSUANCE OF BUILDING PERMIT.
14. STREET LIGHTS MUST BE LOCATED AT 300-FOOT MAXIMUM SPACING.
15. NO ACCESS SHALL BE PERMITTED FOR LOTS 1 AND 32 TO 18th STREET AND FOR LOTS 1 THROUGH 16 (INCLUSIVE) TO F.M. 1015.
16. SITE PLAN AND DETENTION PLAN MUST BE REVIEWED AND APPROVED BY THE CITY OF WESLACO PRIOR TO ISSUANCE OF BUILDING PERMIT.
17. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREAS BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
18. CORNER LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTION AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.

THIS PLAT IS 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 HCCID #9 RIGHT-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER WILL NOT BE GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID #9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.
4. HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWERS OR UTILITIES SYSTEM 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

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SUBDIVISION PLAT OF

TEN FIFTEEN SUBDIVISION

10.33 ACRES BEING A RESUBDIVISION OF LOTS 1A, 2A, 3A, 4A, 5A AND 6A, OUT OF PLAZA DIEZ QUINCE SUBDIVISION AS RECORDED IN VOLUME 55, PAGE 103 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS TEN FIFTEEN SUBDIVISION TO THE CITY OF WESLACO, COUNTY OF HIDALGO COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

_____ _____
DATE

NAME: EZEQUIEL REYNA
OWNER: REYNA FAMILY DEVELOPMENT, LTD.
ADDRESS: 702 W. EXPRESSWAY 83
WESLACO, TEXAS 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATED PERSONALLY APPEARED EZEQUIEL REYNA KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FORE THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2021.

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

STATE OF TEXAS
COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.0115(B)

WE, THE UNDERSIGNED, CERTIFIY THAT THIS PLAT OF TEN FIFTEEN SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WESLACO.

_____
MAYOR OF THE CITY OF WESLACO: DAVID SUAREZ DATE

_____
SECRETARY OF THE CITY OF WESLACO, NORMA A. CANTU DATE

THIS PLAT OF TEN FIFTEEN SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20____.

_____
CHAIRMAN

THIS PLAT APPROVED BY HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9 THIS THE _____ DAY OF _____, 2021.
NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAY'S OR EASEMENT'S WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9.

_____ _____
SECRETARY PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

I, JAVIER HINOJOSA, P.E., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
JAVIER HINOJOSA, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 74808

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

_____ _____
DATE

CARLOS VASQUEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4608
C.V.Q. LAND SURVEYORS, LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
TEL. (956) 618-1551 DATE SURVEYED:
TBPELS FIRM No. 10119600

210306

SCALE: 1" = 50'

F.M. 1015 – INTERNATIONAL BLVD.

PLAYA DRIVE

BUEN CAMINO STREET

MILE 6 N. ROAD – 18th STREET

AMENDED PLAT OF LOTS 1 THRU 32 PLAZA DIEZ QUINCE SUBDIVISION
(DOC. No. 2944877 H.C.M.R.)

FARM TRACT 1009 BLOCK 113
WEST AND ADAMS TRACT SUBDIVISION
VOL 2, PAGES 34–37
H.C.M.R.

FARM TRACT 1018 BLOCK 136
WEST AND ADAMS TRACT SUBDIVISION
VOL 2, PAGES 34–37
H.C.M.R.

FARM TRACT 1015 BLOCK 113
WEST AND ADAMS TRACT SUBDIVISION
VOL 2, PAGES 34–37
H.C.M.R.

EXIST. 60' R.O.W.

EXIST. 80' R.O.W.

EXIST. 100' R.O.W.

EXIST. 75' R.O.W.

EXIST. 50' R.O.W.

EXIST. CURB INLET TOP=68.41 INV=64.41

EXIST. CURB INLET TOP=69.56 INV=66.06

EXIST. CURB INLET TOP=70.08 INV=66.08

EXIST. CURB INLET TOP=68.90 INV=62.80

EXIST. CURB INLET TOP=68.98 INV=62.98

EXIST. CURB INLET TOP=66.28 INV=62.28

EXIST. GRATE INLET TOP=66.88 INV=64.38

EXIST. GRATE INLET TOP=67.26 INV=64.26

EXIST. GRATE INLET TOP=67.73 INV=63.53

EXIST. GRATE INLET TOP=69.72 INV=63.02

EXIST. GRATE INLET TOP=69.62 INV=62.62

EXIST. GRATE INLET TOP=68.06 INV=64.36

EXIST. GRATE INLET TOP=67.54 INV=63.34

EXIST. GRATE INLET TOP=67.90 INV=62.30

EXIST. GRATE INLET TOP=67.91 INV=62.41

EXIST. GRATE INLET TOP=67.94 INV=61.94

EXIST. CURB INLET TOP=68.44 INV=62.84

EXIST. CURB INLET TOP=69.58 INV=63.58

EXIST. CURB INLET TOP=69.69 INV=63.19

EXIST. SEWER MANHOLE TOP=68.98 INV=62.68

EXIST. SEWER MANHOLE TOP=68.91 INV=60.91

EXIST. SEWER MANHOLE TOP=69.03 INV=59.53

EXIST. SEWER MANHOLE TOP=68.33 INV=58.33

EXIST. SEWER MANHOLE TOP=69.49 IN (E)=56.99 IN (N)=51.99

EXIST. SEWER MANHOLE TOP=69.49 OUT (N)=57.99 OUT (W)=51.49

EXIST. 12" WATER LINE

EXIST. 8" WATER LINE

EXIST. 8" SEWER LINE

EXIST. 15" IRRIGATION VENT

EXIST. FIRE HYDRANT

EXIST. FIBER OPTIC

EXIST. 54" STORM PIPE FL=60.35

EXIST. 18" STORM PIPE FL=61.81

EXIST. 30" STORM PIPE FL=61.95

EXIST. 30" STORM PIPE FL=63.18

EXIST. 25' STORM DRAINAGE EASEMENT

EXIST. 50' H.C.I.D. No. 9 R.O.W.

EXIST. 75' R.O.W. DITCH

EXIST. 75' CITY OF WESLACO DRAIN ACCESS EASEMENT

EXIST. 28' UTILITY EASEMENT

15' UTILITY EASEMENT

PROP. DOWN DRAIN D.D. #1 INV=63.20

PROP. DOWN DRAIN D.D. #2 INV=64.00

PROP. DOWN DRAIN D.D. #3 INV=63.75

PROP. DOWN DRAIN D.D. #4 INV=63.50

PROP. CURB INLET C.I. #1 TOP=68.25 INV=64.00

PROP. CURB INLET C.I. #2 TOP=68.25 INV=63.75

PROP. CURB INLET C.I. #3 TOP=68.85 INV=64.60

PROP. CURB INLET C.I. #4 TOP=68.85 INV=64.35

PROP. CURB INLET C.I. #5 TOP=69.00 INV=64.75

PROP. CURB INLET C.I. #6 TOP=69.00 INV=64.50

PROP. CURB INLET C.I. #7 TOP=69.00 INV=61.96 EX. INV=61.96

PROP. CURB INLET C.I. #8 TOP=69.00 INV=61.89 EX. INV=61.89

PROP. 8"x8" TAPPING TEE & VALVE

PROP. F.H.

PROP. 1" WATER SERVICE (TYPICAL) 10' FROM LOT CORNERS (TYP.)

PROP. 6" SEWER SERVICE w/ CLEANOUT TO BE PLACED 10' FROM LOT CORNERS (TYP.)

PROP. 8" PVC DR-18 WATER LINE

PROP. 8" SEWER LINE "A"

M.H. STA 10+00 LINE "A"
M.H. "A-1"
TOP=68.70
INV=63.00

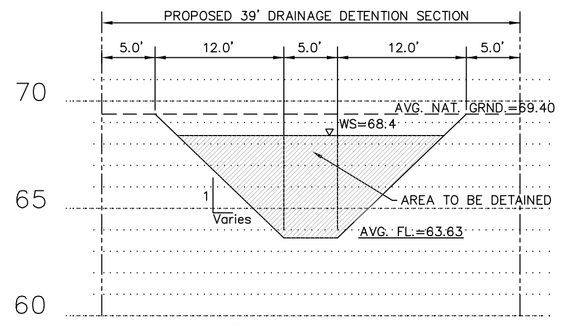
M.H. STA 12+91 LINE "A"
M.H. "A-2"
TOP=68.90
INV=62.03

M.H. STA 16+19 LINE "A"
M.H. "A-3"
TOP=69.50
INV=61.05

M.H. STA 18+89 LINE "A"
M.H. "A-4"
TOP=69.25
INV=60.05

TIE TO EXIST. 8" SEWER LINE WITH M.H. STA 22+06 LINE "A"
M.H. "A-5"
TOP=69.15
LINE "A" IN=59.00
EX. INV.=57.80

PROPOSED 39' DRAINAGE DETENTION SECTION



DETENTION SECTION

TOTAL DETENTION AREA THIS SECTION: 538.8 S.F.
DETENTION CALCULATION: 71.17 S.F. x 1120 FT. = 79,710.4 C.F.
SCALE: HORIZ. = 1" = 10'
VERT. = 1" = 5'

LEGEND:

- POWER POLE
- GUY WIRE
- SANITARY SEWER CLEAN OUT
- WATER VALVE
- GAS METER
- ELECTRIC TRANSFORMER
- ELECTRIC GROUND BOX
- WATER METER
- FIRE HYDRANT

TOC=68.61=TOP OF CURB ELEVATION
CL=68.69 =CENTER LINE ELEVATION
TOA=68.81=TOP OF ASPHALT ELEVATION

- 8"W — EXIST. 8" WATER LINE
- 6"SS — EXIST. 4" SEWER SERVICE LINE
- 8"SS — EXIST. 8" SEWER LINE
- 18"D — EXIST. 18" STORM LINE
- 24"D — EXIST. 24" STORM LINE
- UE — EXIST. UNDERGROUND ELECTRIC LINE
- OE — EXIST. OVERHEAD ELECTRIC LINE
- FO — EXIST. FIBER OPTIC CABLE LINE
- ATT — EXIST. AT&T TELEPHONE LINE
- 2"G — EXIST. 2" TEXAS GAS LINE
- GAS — EXIST. TEXAS GAS LINE
- EXIST. CHAIN LANE FENCE
- EXIST. ASPHALT PAVING
- EXIST. CONCRETE PAVING/SIDEWALK

DATE:	REVISIONS

210306
PROJECT No.
APRIL, 2021
DATE:
LUIS HERNANDEZ
DRAWN BY:
J.H.
CHK. BY:

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com
TBPE FIRM NUMBER F-1295

PROPOSED UTILITY AND PAVING LAYOUT
TEN FIFTEEN SUBDIVISION
WESLACO, TEXAS

SHEET 4 OF 12 SHEETS

210306

S:\2021\Weslaco\Subdivisions\Ten Fifteen Subdivision\210306.dwg, 4/22/2021 9:34:24 AM, PDF995

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4285

From:
REBEKAH DE LA FUENTE

Subject:
Discussion and consideration for the Final Plat for Amber Estates– being 19.719 acres acre tract of land, out of farm Tract 192, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the east side of Mile 6 North ½ a Mile North of Mile 10 North and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Background:
The proposed thirty (30) lot subdivision is located outside the City of Weslaco. This subdivision is being serviced with water by the North Alamo Water Supply through a 10" waterline and sewer by OSSF The property is within a Flood Zone "X". Applicant is requesting a variance for off-site drainage and OSSF. Applicant has provided letters of support from the Irrigation District and the Drainage District.

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
The Planning and Zoning Commission recommended approval of the final plat and the variance request at their regular meeting of June 2, 2021

REBEKAH DE LA FUENTE	Created/Initiated
REBEKAH DE LA FUENTE	Approved
Mike Perez	New

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval of Final Plat and compliance with the ordinance on the variance.

Attachments, if any:
Amber Estates - Final Plat- Memo, AMBER ESTATES - Application & Drainage Report, AMBER ESTATES Plats, Amber Estates- Aerial

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

M E M O

TO: Mayor and City Commission

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

RE: Amber Estates-Final Plat

DATE: June 8, 2021

The proposed use for the 30-lot subdivision will be for single family residential homes. The developer is requesting a variance on setback to allow for OSSF. The nearest sanitary sewer line is located 2,600 south at the intersection of N Westgate and Mile 10. The developer has also requested a variance to permit off-site drainage and has received a letter of support from the Drainage District. The developer has complied with all departmental and Planning & Zoning comments.

Thank you,

Rebekah de la Fuente, CFM

SUBDIVISION PLATTING APPLICATION

PLAT-000060-2021

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: AMBER ESTATES

Location: EAST SIDE OF MILE 6 NORTH 1/2 MILE NORTH OF MILE 10 NORTH

Legal Description: A 19.719 ACRE TRACT OF LAND OUT OF FARM TRACT 192, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS.

Is subdivision inside city limits? ☐ YES ☑ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R1

Existing Land Use: VACANT Proposed Land Use: RESIDENTIAL

Number of Lots Proposed: 30 Gross Acreage: _____

Title Report Submitted: ☐ YES ☑ NO

OWNER INFORMATION

Owner's Name: ALBERT HANKS Telephone: 630-0216

Address: 502 E. Expressway 83, SUITE 5 Fax: _____

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

ENGINEER INFORMATION

Name: Willie Arvelo Telephone: 784-0218

Address: 526 N. 5th St. Fax: _____

City: Donna State: Tx Zip: 78537 E-mail: naengineering@yahoo.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☑ YES ☐ NO Water Provision: MPWSC

☑ YES ☐ NO Wastewater Provision: OSSF

☑ YES ☐ NO Electric Company: MAGIC VALLEY

☐ YES ☑ NO Phone Utility_____	☑ YES ☐ NO Gas Utility	☐ YES ☑ NO Cable Utility

Proposed subdivision is in the following districts:

☑ YES ☐ NO Drainage District 1	☑ YES ☐ NO Irrigation District 9

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

_____**$350.00** Planning Review fee

_____One 11" X 17" reduced copy of plat

_____Plat Layout

- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements
- _____Contours
- _____Flood Zones
- _____Adjoiners
- _____Existing street names

_____Drainage plans and calculations with engineer's seal

- _____Elevations
- _____Flood directional arrows
- _____Detention areas
- _____Street names

_____Proof of ownership of the property

_____If septic tank system required, submit soil evaluation report

_____Water Rights associated with the property

_____Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

_____One 11" X 17" reduced copy of plat

_____Plat Layout

- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements

_____Contours
_____Flood Zones
_____Adjoiners
_____Existing & Proposed street names
_____Utility Layout
_____Existing & Proposed Utilities
_____Proposed Fire Hydrants
_____Adjoiners
_____Street names
_____Drainage plans and calculations with engineer's seal
_____Elevations
_____Flood directional arrows
_____Detention areas
_____Street names
_____Proof of ownership of the property
_____If septic tank system required, submit soil evaluation report
_____Water Rights associated with the property
_____Tax Receipt for all taxing entities showing that taxes are paid in full
_____Number of fire hydrants proposed for subdivision
_____Trip Generation Worksheet

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

_____One set of 8 ½ x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

_____Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
_____Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
_____Notice of Intent
_____SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

_____Electronic file of final plat and as-builds
_____Reproducible plat to be recorded with all required signatures
_____3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
_____2% inspection fee
_____Park Fees
_____Checks or Receipts: HCCID #9; HCDD #1; County Clerk
_____Tax certificates
_____Memo from engineering inspector releasing subdivision
_____Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
_____30 Year Water and 30 Year Sewer Service Agreements
_____Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

** Any revisions requested would require resubmission of plats and reduced copy reflecting changes.

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Albert J. Hanks Jr.

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature: _____ Date: 4/29/21

Authorized Agent Printed Name: Willie Arratia

****

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: _____

_____

APPLICATION FOR VARIANCE

VAR-000062-2021

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: AMBER ESTATES

Location: EAST SIDE OF MILE 6 NORTH, 1/2 MILE NORTH OF MILE 10

Legal Description: A 19.719 ACRE TRACT OF LAND OUT OF FARM TRACT 192, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS

VARIANCE TYPE:

☐ Streetlights ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☑ Sanitary Sewer ☑ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Fire Hydrants ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ 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:

OWNER INFORMATION

Owner's Name: Albert Hanks Telephone: 956-630-0216

Address: 502 E. Expressway 83 suite 6 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: Albert Hanks

Owner Signature: Date: 4/28/21

is the authorized agent

Authorized Agent Signature: Date: 4/27/21

Authorized Agent Printed Name: Willie Arratia

****

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid_____

P & Z Meeting_____ City Commission Mtg_____

Variance Granted: _____

_____

General Comments: _____

_____

APPLICATION FOR VARIANCE

VAR-000061-2021

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: AMBER ESTATES

Location: EAST SIDE OF MILE 6, 1/2 MILE NORTH OF MILE 10 NORTH

Legal Description: 19.719 ACRE TRACT OF LAND OUT OF FARM TRACT 192, WEST AND ADAMS TRACT, HIDALGO COUNTY, TEXAS

VARIANCE TYPE:

□ Streetlights □ YES □ NO

Describe in detail the reason for the variance request:

□ Sanitary Sewer □ YES □ NO

Describe in detail the reason for the variance request:

□ Fire Hydrants □ YES □ NO

Describe in detail the reason for the variance request:

□ Setbacks □ YES □ NO

Describe in detail the reason for the variance request:

☑ Drainage □ YES □ NO

Describe in detail the reason for the variance request:
DUE TO REQUIRED ON SITE DETENTION, REQUIRED DETENTION WILL BE ACOMPLISHED AT EXISTING DRAIN DITCH ON EAST SIDE

□ 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:

_____

_____

OWNER INFORMATION

Owner's Name: _____ Telephone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip: _____ 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: Albert Hinojosa

Owner Signature: _____ Date: 4/28/21

_____ is the authorized agent

Authorized Agent Signature: _____ Date: 4/28/21

Authorized Agent Printed Name: Willie Arratia

****

THIS PAGE FOR STAFF USE ONLY

Date Received: _____Received By: _____Date Paid_____

P & Z Meeting_____ City Commission Mtg_____

Variance Granted: _____

_____

General Comments: _____

_____

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
District General Manager
Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RICHARD F. CORTEZ	EVERARDO "EVER" VILLARREAL	ELLIE TORRES
Board Member	Board Member	Chairman of the Board	Board Member	Board Member

April 22, 2021

Mike R. Perez
City Manager
255 S. Kansas Ave.
Weslaco, Texas 78596

RE: AMBER ESTATES

Dear Mr. Perez,

This letter is in response to a request from the Engineer of record for Amber Estates, Guillermo Arratia, P.E. Our office has reviewed the proposed drainage statement for the above-mentioned development and sees no objections to the engineer's plan, to discharge into the existing HCCID9 ditch, maintained by the HCDD1. Although as part of our requirement we ask that if development is adjacent to a ditch, Right-of-way dedication will be required either 75' from the center of the existing ditch or 75' from the property line whichever is greater. Our office also requires that the new development accounts for the volume associated with the stormwater runoff generated from the developed property for a 50-year frequency storm event.

In summary, HCDD No.1 approves the concept of the drainage detention being provided by excavating the existing drainage ditch along the East of the subdivision and dedicating 75.0 feet of right of way from the property line.

If you have any questions or need additional information, please feel free to give me a call at (956) 292-7080.

Sincerely,
Hidalgo County Drainage District No. 1

Hector Garcia

Hector H. Garcia De Pena, EIT
District Engineer in Training

CC: Mr. Raul E. Sesin, PE CFM – Hidalgo County Drainage District General Manager

Hidalgo and Cameron Counties Irrigation District No. 9

General Office

(956) 565-2411
(956) 565-0521 Fax

E-Mail
hccid9@hotmail.com

Randy Winston
General Manager

Judy Beall
Tax Assessor-Collector

P O Box 237 Mercedes, Texas 78570

Date: 05/07/2021

Mr. Guillermo A. Arratia P.E
Nain Engineering, LLC
526 N 5th Street
Donna, TX 78537

RE: **AMBER ESTATES** Subd. Drainage and Detention

Good Morning Mr. Arratia:

I have received your revised cross section and calculations dated 04-08-21 for the **AMBER ESTATES** Subdivision modified to include the 50 year detention volume in the proposed drain ditch as shown on your provided cross sections.

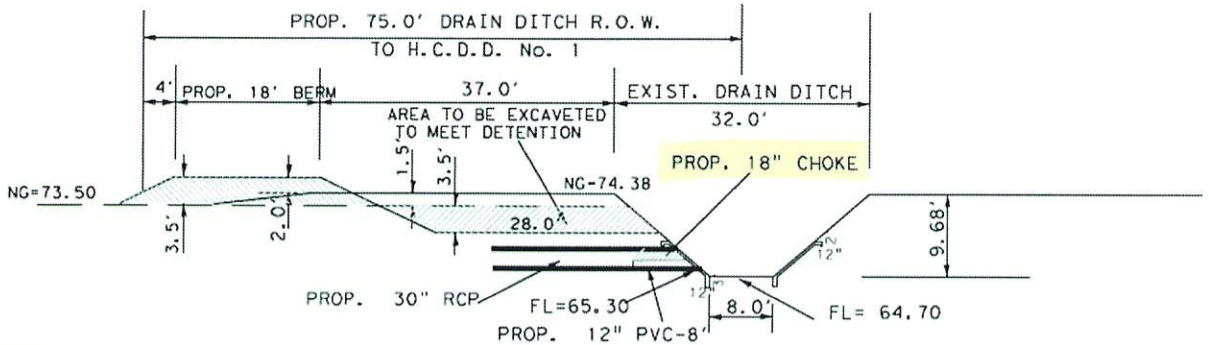
HCCID #9 does not object to storing the mandated 50 year detention with the proposed ditch as shown on the cross sections. This Subdivision will require the following:

1. The Proposed Ditch widening, and Detention Area will require outlet controls going into existing ditch
2. Discharge Permit will be required.

The maintenance of this section is outside of the City Limits of Weslaco and will be done by HCDD #1. Please verify final designs with Raul Sesin PE, CFM Hidalgo County Drainage District No. 1 District Manager.

Randall Winston
General Manager

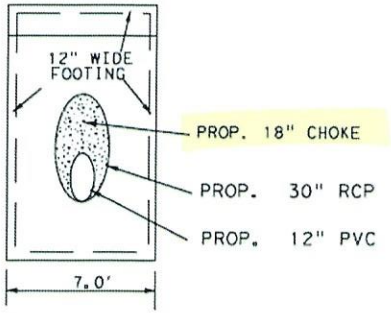
HCCID #9
Mercedes, Texas
956-565-2411



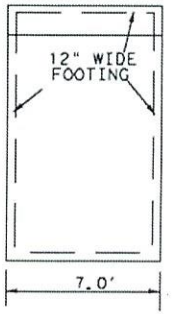
DISCHARGE DETAIL

SECTION A-A

DRAINAGE DETENTION REQUIRED: 60,675CF
DRAINAGE DETENTION CAPACITY: 61,301 CF
AREA OF EXCAVATION = 103.90 SF x 590.0' = 61,301 CF



CONC. RIP-RAP
DETAIL



CONC. RIP-RAP

NOTE:
CONCRETE TO HAVE 3000 PSI
28 DAYS COMPRESSION STRENGHT
ALL REINFORCED STEEL SHALL
BE GRADE 60

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET, DONNA, TEXAS. 78537 PH. (956) 784-0218
FIRM No. F-9050

DRAINAGE REPORT
For
AMBER ESTATES

I. PROJECT LOCATION

A 19.719 acre Tract of land out of the south half of Farm Tract 192, Subdivision. according to the map recorded in volume 2, pages 34-37, map records, Hidalgo County, Texas. Property I.D. 324803 and is located on the east side of Mile 6 North Road, 2,640.00 feet north of Mile 10 North Road and is located in the County of Hidalgo and lies within the 3.5 mile ETJ of the city of Weslaco. (Refer to Exhibit B).

II. FLOOD PLAIN

The subject tract lies in Zone "X", Areas determined to be outside 500-year flood plain . F.E.M.A.-F.I.R.M. Map No. 480334 0450 C, Map Revised June 6, 2000. Map Revised to Reflect LOMR: May 30, 2002. (Refer to Exhibit C).

III. SOIL CONDITIONS

A review of the Soil Survey of Hidalgo County indicates the subject tract lies in an area of predominantly Hidalgo (25) (28) sandy clay loam soil that has a pour low shrink-swell potential and is listed in Hydrological Group B. (Refer to Exhibit D)

IV. EXISTING CONDITIONS

The subject tract is currently undeveloped. The existing terrain has a grade of approximately (0.1%). Existing runoff (7.77 cfs) from the site is by form of sheet flow runs towards the east side of this tract.

V. PROPOSED CONDITIONS

The proposed conditions for this subject tract is for 30 lots for residential use. The storm runoff after development will be increase 10.47 cfs for a total 18.2 cfs, I have calculated that 60,675 cf of storm runoff for a 50 year design frequency, and will be out falling into a proposed storm sewer system pipes ranging from 18" to 30" RCP with curb inlets and out falling into Drain Ditch located on the east side of this subdivision and owned by H.CC.I.D No.9. and will be dedicated to H.C.D.D. No. 1. Detention of 60,675 CF will be accomplished by excavating this volume on the existing Drain Ditch.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Hector Garcia 4/20/21
H.C.D.D. NO. 1 DATE

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

4/8/21

INDEX OF SHEETS

1. Cover Sheet
2. Index of Sheets
3. Drainage Report
4. Drainage Calculations – Exhibit "A"
5. Rainfall Intensity Table
6. Runoff Coeficient Table
7. Location Map – Exhibit "B"

8-9 FEMA Map Location "Exhibit "C"

10-11 Soil Map – Exhibit "D"

DRAINAGE CALCULATIONS EXHIBIT "A"
AMBER ESTATES

AREA= 19.71 Ac.

TxDOT Intensity Constants for I=b/(Tc+d)^e

Existing Conditions

Length=	1200	ft.
Slope=	0.1	%
Cexist.=	0.2	
Time of Concentration=	121	min.
Texist. =	121	min.
Iexist.=	1.97	in/hr
Qexist.=	7.77	cfs.

10 year storm

b=	87
e=	0.778
d=	9.2

Proposed Conditions

Length=	1200	ft.
Slope=	0.15	%
Cfut.=	0.3	
Time of Concentration=	94	min.
Tfut.=	94	min.
Ifut.=	3.07	in/hr
Qfut.=	18.2	cfs.
Qin=	5.91	

50 year storm

b=	99
e=	0.749
d=	9.2

tp (Min.)	I50 (in/hr)	Qin (cfs)	Vin (cubic ft.)	Qout (cfs)	Vout (cubic ft.)	Ev (cubic ft.)
10	10.83	64.01	38406	7.77	24210	14,197
20	7.91	46.76	56112	7.77	26540	29,572
30	6.34	37.50	67506	7.77	28870	38,636
40	5.35	31.63	75923	7.77	31201	44,722
50	4.66	27.54	82622	7.77	33531	49,091
60	4.14	24.50	88208	7.77	35862	52,346
70	3.75	22.15	93014	7.77	38192	54,821
80	3.43	20.26	97244	7.77	40523	56,721
90	3.16	18.71	101030	7.77	42853	58,177
110	2.76	16.30	107611	7.77	47514	60,097
120	2.60	15.35	110520	7.77	49845	60,675

Storage Requires= 60,675 cubic feet = 1.39 ac-ft

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

4/9/21

TABLE 6. CONSTANTS FOR USE IN FORMULA $I = b/(t_c+d)^e$ (Continued)

COUNTY	2 year			5 year			10 year			25 year			50 year			100 year		
	e	b	d	e	b	d	e	b	d	e	b	d	e	b	d	e	b	d
Hemphill	0.845	56	10.6	0.851	76	10.7	0.842	87	10.7	0.843	103	10.7	0.840	115	10.7	0.847	132	10.6
Henderson	0.800	60	8.7	0.796	77	9.0	0.770	79	9.0	0.773	93	9.0	0.752	93	9.0	0.749	102	8.7
Hidalgo	0.831	74	9.6	0.795	80	9.2	0.778	87	9.2	0.771	98	9.2	0.749	99	9.2	0.740	103	9.6
Hill	0.799	67	8.2	0.790	72	8.8	0.777	78	8.8	0.773	91	8.8	0.754	98	8.8	0.759	105	8.2
Hockley	0.832	46	9.9	0.832	60	10.0	0.807	64	10.0	0.812	78	10.0	0.810	87	10.0	0.817	101	9.9
Hood	0.782	48	7.7	0.773	63	8.3	0.773	75	8.3	0.782	90	8.3	0.773	98	8.3	0.766	105	7.7
Hopkins	0.788	54	8.3	0.783	70	9.1	0.775	77	9.1	0.767	88	9.1	0.754	93	9.1	0.750	100	8.3
Houston	0.797	63	8.2	0.780	73	8.3	0.757	78	8.3	0.748	86	8.3	0.740	93	8.3	0.727	94	8.2
Howard	0.805	42	9.2	0.800	56	10.1	0.802	65	10.0	0.796	76	10.1	0.791	86	10.1	0.788	95	9.2
Hudspeth	0.800	27	9.4	0.840	44	11.4	0.827	50	11.4	0.819	60	11.4	0.856	78	11.4	0.833	77	7.4
Hunt	0.793	55	8.4	0.785	69	9.2	0.783	80	9.2	0.776	93	9.2	0.764	99	9.2	0.758	104	8.4
Hutchinson	0.860	56	10.4	0.844	70	11.0	0.837	80	11.0	0.851	100	11.0	0.863	121	11.0	0.837	115	10.4
Irion	0.780	37	8.1	0.789	55	9.6	0.778	61	9.6	0.783	77	9.6	0.759	81	9.6	0.770	90	8.1
Jack	0.789	48	8.5	0.779	63	8.5	0.786	75	8.5	0.782	88	8.5	0.782	98	8.5	0.775	109	8.5
Jackson	0.809	68	8.8	0.769	73	8.5	0.757	80	8.5	0.745	89	8.5	0.737	95	8.5	0.720	97	8.8
Jasper	0.782	66	8.1	0.743	65	7.4	0.736	73	7.4	0.719	78	7.4	0.715	84	7.4	0.700	87	8.1
Jeff Davis	0.821	35	9.6	0.865	63	10.8	0.853	69	10.8	0.802	65	10.8	0.818	77	10.8	0.832	93	9.6
Jefferson	0.799	74	9.2	0.733	65	7.5	0.727	74	7.5	0.730	86	7.5	0.710	87	7.5	0.687	84	9.2
Jim Hogg	0.831	73	9.4	0.813	82	9.4	0.786	87	9.4	0.780	98	9.4	0.756	99	9.4	0.750	104	9.4
Jim Wells	0.825	71	9.4	0.797	79	8.9	0.765	80	8.9	0.768	94	8.9	0.748	98	8.9	0.740	102	9.4
Johnson	0.789	52	8.1	0.779	67	8.6	0.773	77	8.6	0.776	90	8.6	0.771	99	8.6	0.763	106	8.1
Jones	0.780	41	8.5	0.771	55	9.0	0.794	73	9.0	0.780	82	9.0	0.803	102	9.0	0.784	104	8.5
Karnes	0.800	60	8.8	0.791	75	8.9	0.766	77	8.9	0.767	91	8.9	0.751	95	8.9	0.749	106	8.8
Kaufman	0.797	57	8.6	0.790	72	9.0	0.776	80	9.0	0.777	93	9.0	0.763	98	9.0	0.757	104	8.6
Kendall	0.791	53	8.6	0.771	64	8.3	0.773	74	8.3	0.764	84	8.3	0.762	94	8.3	0.763	104	8.6
Kenedy	0.826	73	9.2	0.793	79	8.7	0.771	84	8.7	0.763	94	8.7	0.735	96	8.7	0.731	100	9.2
Kent	0.801	43	9.0	0.801	60	10.0	0.796	70	10.0	0.806	85	10.0	0.799	93	10.0	0.798	104	9.0
Kerr	0.789	49	8.4	0.765	58	8.0	0.764	69	8.0	0.763	80	8.0	0.766	91	8.0	0.768	104	8.4
Kimble	0.775	42	8.2	0.758	53	7.6	0.763	66	7.6	0.757	75	7.6	0.772	88	7.6	0.768	100	8.2
King	0.804	45	9.4	0.794	59	9.6	0.804	74	9.6	0.802	87	9.6	0.811	103	9.6	0.802	111	9.4
Kinney	0.812	53	8.8	0.780	62	8.0	0.773	70	8.0	0.777	82	8.0	0.790	97	8.0	0.781	108	8.8
Kleberg	0.826	72	9.4	0.794	79	8.7	0.764	81	8.7	0.761	93	8.7	0.739	96	8.7	0.731	99	9.4
Knox	0.800	46	9.4	0.788	58	9.3	0.801	76	9.3	0.798	88	9.3	0.809	104	9.3	0.798	111	9.4
Lamar	0.783	53	8.2	0.777	66	8.9	0.770	74	8.9	0.769	87	8.9	0.759	93	8.9	0.752	98	8.2
Lamb	0.837	47	10.1	0.828	60	9.6	0.800	63	9.6	0.821	80	9.6	0.818	88	9.6	0.820	103	10.1

permanent high water table, soils with a clay pan or clay layer at or near the surface, and shallow soils over nearly impervious material.

Table 1: Runoff coefficients for the Rational method

Hydrologic Soil Group	A			B			C			D		
Recurrence Interval	5	10	100	5	10	100	5	10	100	5	10	100
Land Use Or Surface Characteristics												
Business:												
A. Commercial Area	.75	.80	.95	.80	.85	.95	.80	.85	.95	.85	.90	.95
B. Neighborhood Area	.50	.55	.65	.55	.60	.70	.60	.65	.75	.65	.70	.80
Residential:												
A. Single Family	.25	.25	.30	.30	.35	.40	.40	.45	.50	.45	.50	.55
B. Multi-Unit (Detached)	.35	.40	.45	.40	.45	.50	.45	.50	.55	.50	.55	.65
C. Multi-Unit (Attached)	.45	.50	.55	.50	.55	.65	.55	.60	.70	.60	.65	.75
D. 1/2 Lot Or Larger	.20	.20	.25	.25	.25	.30	.35	.40	.45	.40	.45	.50
E. Apartments	.50	.55	.60	.55	.60	.70	.60	.65	.75	.65	.70	.80
Industrial												
A. Light Areas	.55	.60	.70	.60	.65	.75	.65	.70	.80	.70	.75	.90
B. Heavy Areas	.75	.80	.95	.80	.85	.95	.80	.85	.95	.80	.85	.95
Parks, Cemeteries												
Playgrounds	.10	.10	.15	.20	.20	.25	.30	.35	.40	.35	.40	.45
Schools	.30	.35	.40	.40	.45	.50	.45	.50	.55	.50	.55	.65
Railroad Yard Areas	.20	.20	.25	.30	.35	.40	.40	.45	.45	.45	.50	.55
Streets												
A. Paved	.85	.90	.95	.85	.90	.95	.85	.90	.95	.85	.90	.95
B. Gravel	.25	.25	.30	.35	.40	.45	.40	.45	.50	.40	.45	.50
Drives, Walks, & Roofs	.85	.90	.95	.85	.90	.95	.85	.90	.95	.85	.90	.95
Lawns												
A. 50%-75% Grass (Fair Condition)	.10	.10	.15	.20	.20	.25	.30	.35	.40	.30	.35	.40
B. 75% Or More Grass (Good Condition)	.05	.05	.10	.15	.15	.20	.25	.25	.30	.30	.35	.40
Undeveloped Surface[1] (By Slope)[2]												
A. Flat (0-1%)	0.04-0.09			0.07-0.12			0.11-0.16			0.15-0.20		
B. Average (2-6%)	0.09-0.14			0.12-0.17			0.16-0.21			0.20-0.25		
C. Steep	0.13-0.18			0.18-0.24			0.23-0.31			0.28-0.38		

[1] Undeveloped Surface Definition: Forest and agricultural land, open space.
[2] Source: Storm Drainage Design Manual, Erie and Niagara Counties Regional Planning Board.

2. **Composite runoff analysis.** Care should be taken not to average runoff coefficients for large segments that have multiple land uses of a wide variety (i.e., business to agriculture). However, within similar land uses, it is often desirable to develop a composite runoff coefficient based on the percentage of different types of surface in the drainage area. The composite procedure can be applied to an entire drainage area, or to typical sample blocks as a guide to selection of reasonable values of the coefficient for an entire area.

3. **Rainfall intensity.** The intensity (I) is the average rainfall rate in inches per hour for the period of maximum rainfall of a given frequency, with a duration equal to the time of concentration. The time of concentration is defined as the time required for a drop of water falling on the most remote point of a drainage basin to reach the outlet in question. The time of concentration is

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET, DONNA, TEXAS. 78537 PH. (956) 784-0218
FIRM No. F-9050

DRAINAGE REPORT
For
AMBER ESTATES

Prepared by : Guillermo A. Arratia, P.E.

P.E.
4/8/21

INDEX OF SHEETS

1. Cover Sheet
2. Index of Sheets
3. Drainage Report
4. Drainage Calculations – Exhibit "A"
5. Rainfall Intensity Table
6. Runoff Coeficient Table
7. Location Map – Exhibit "B"

8-9 FEMA Map Location "Exhibit "C"

10-11 Soil Map – Exhibit "D"

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET, DONNA, TEXAS. 78537 PH. (956) 784-0218
FIRM No. F-9050

DRAINAGE REPORT
For
AMBER ESTATES

I. PROJECT LOCATION

A 19.719 acre Tract of land out of the south half of Farm Tract 192, Subdivision, according to the map recorded in volume 2, pages 34-37, map records, Hidalgo County, Texas. Property I.D. 324803 and is located on the east side of Mile 6 North Road, 2,640.00 feet north of Mile 10 North Road and is located in the County of Hidalgo and lies within the 3.5 mile ETJ of the city of Weslaco. (Refer to Exhibit B).

II. FLOOD PLAIN

The subject tract lies in Zone "X", Areas determined to be outside 500-year flood plain . F.E.M.A.-F.I.R.M. Map No. 480334 0450 C, Map Revised June 6, 2000. Map Revised to Reflect LOMR: May 30, 2002. (Refer to Exhibit C).

III. SOIL CONDITIONS

A review of the Soil Survey of Hidalgo County indicates the subject tract lies in an area of predominantly Hidalgo (25) (28) sandy clay loam soil that has a pour low shrink-swell potential and is listed in Hydrological Group B. (Refer to Exhibit D)

IV. EXISTING CONDITIONS

The subject tract is currently undeveloped. The existing terrain has a grade of approximately (0.1%). Existing runoff (7.77 cfs) from the site is by form of sheet flow runs towards the east side of this tract.

V. PROPOSED CONDITIONS

The proposed conditions for this subject tract is for 30 lots for residential use. The storm runoff after development will be increase 10.47 cfs for a total 18.2 cfs, I have calculated that 60,675 cf of storm runoff for a 50 year design frequency, and will be out falling into a proposed storm sewer system pipes ranging from 18" to 30" RCP with curb inlets and out falling into Drain Ditch located on the east side of this subdivision and owned by H.CC.I.D No.9. and will be dedicated to H.C.D.D. No. 1. Detention of 60,675 CF will be accomplished by excavating this volume on the existing Drain Ditch.

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

HIDALGO COUNTY DRAINAGE DISTRICT

Hector Garcia 4/20/21
H.C.D.D. NO. 1 DATE

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

4/8/21

DRAINAGE CALCULATIONS EXHIBIT "A"
AMBER ESTATES

AREA= 19.71 Ac.

TxDOT Intensity Constants for I=b/(Tc+d)^e

Existing Conditions

Length=	1200	ft.
Slope=	0.1	%
Cexist.=	0.2	

Time of Concentration= 121 min.

Texist. =	121	min.
Iexist.=	1.97	in/hr
Qexist.=	7.77	cfs.

10 year storm

b=	87
e=	0.778
d=	9.2

Proposed Conditions

Length=	1200	ft.
Slope=	0.15	%
Cfut.=	0.3	

Time of Concentration= 94 min.

Tfut.=	94	min.
Ifut.=	3.07	in/hr
Qfut.=	18.2	cfs.
Qin=	5.91	

50 year storm

b=	99
e=	0.749
d=	9.2

tp (Min.)	I50 (in/hr)	Qin (cfs)	Vin (cubic ft.)	Qout (cfs)	Vout (cubic ft.)	Ev (cubic ft.)
10	10.83	64.01	38406	7.77	24210	14,197
20	7.91	46.76	56112	7.77	26540	29,572
30	6.34	37.50	67506	7.77	28870	38,636
40	5.35	31.63	75923	7.77	31201	44,722
50	4.66	27.54	82622	7.77	33531	49,091
60	4.14	24.50	88208	7.77	35862	52,346
70	3.75	22.15	93014	7.77	38192	54,821
80	3.43	20.26	97244	7.77	40523	56,721
90	3.16	18.71	101030	7.77	42853	58,177
110	2.76	16.30	107611	7.77	47514	60,097
120	2.60	15.35	110520	7.77	49845	60,675

Storage Requires= 60,675 cubic feet = 1.39 ac-ft

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

P.E
4/9/21

TABLE 6. CONSTANTS FOR USE IN FORMULA $I = b/(t_c+d)^e$ (Continued)

COUNTY	2 year			5 year			10 year			25 year			50 year			100 year		
	e	b	d	e	b	d	e	b	d	e	b	d	e	b	d	e	b	d
Hemphill	0.845	56	10.6	0.851	76	10.7	0.842	87	10.7	0.843	103	10.7	0.840	115	10.7	0.847	132	10.6
Henderson	0.800	60	8.7	0.796	77	9.0	0.770	79	9.0	0.773	93	9.0	0.762	93	9.0	0.749	102	8.7
Hidalgo	0.831	74	9.6	0.795	80	9.2	0.778	87	9.2	0.771	98	9.2	0.749	99	9.2	0.740	103	9.6
Hill	0.799	57	8.2	0.790	72	8.8	0.777	78	8.8	0.773	91	8.8	0.764	98	8.8	0.759	105	8.2
Hockley	0.832	46	9.9	0.832	60	10.0	0.807	64	10.0	0.812	78	10.0	0.810	87	10.0	0.817	101	9.9
Hood	0.782	48	7.7	0.773	63	8.3	0.773	75	8.3	0.782	90	8.3	0.773	98	8.3	0.766	105	7.7
Hopkins	0.788	54	8.3	0.783	70	9.1	0.775	77	9.1	0.767	88	9.1	0.754	93	9.1	0.750	100	8.3
Houston	0.797	63	8.2	0.780	73	8.3	0.757	78	8.3	0.748	86	8.3	0.740	93	8.3	0.727	94	8.2
Howard	0.805	42	9.2	0.800	56	10.1	0.802	65	10.0	0.796	76	10.1	0.791	86	10.1	0.788	95	9.2
Hudspeth	0.800	27	9.4	0.840	44	11.4	0.827	50	11.4	0.819	60	11.4	0.856	78	11.4	0.833	77	7.4
Hunt	0.793	55	8.4	0.785	69	9.2	0.783	80	9.2	0.776	93	9.2	0.764	99	9.2	0.758	104	8.4
Hutchinson	0.850	56	10.4	0.844	70	11.0	0.837	80	11.0	0.851	100	11.0	0.863	121	11.0	0.837	115	10.4
Irion	0.780	37	8.1	0.789	55	9.6	0.779	61	9.6	0.783	77	9.6	0.769	81	9.6	0.770	90	8.1
Jack	0.789	48	8.5	0.779	63	8.5	0.786	75	8.5	0.782	88	8.5	0.782	98	8.5	0.775	109	8.5
Jackson	0.809	68	8.8	0.769	73	8.5	0.757	80	8.5	0.745	89	8.5	0.737	95	8.5	0.720	97	8.8
Jasper	0.782	66	8.1	0.743	65	7.4	0.736	73	7.4	0.719	78	7.4	0.715	84	7.4	0.700	87	8.1
Jeff Davis	0.821	35	9.6	0.865	63	10.8	0.853	69	10.8	0.802	65	10.8	0.818	77	10.8	0.832	93	9.6
Jefferson	0.799	74	9.2	0.733	65	7.5	0.727	74	7.5	0.730	86	7.5	0.710	87	7.5	0.687	84	9.2
Jim Hogg	0.831	73	9.4	0.813	82	9.4	0.786	87	9.4	0.780	98	9.4	0.756	99	9.4	0.750	104	9.4
Jim Wells	0.825	71	9.4	0.797	79	8.9	0.765	80	8.9	0.768	94	8.9	0.748	98	8.9	0.740	102	9.4
Johnson	0.789	52	8.1	0.779	67	8.6	0.773	77	8.6	0.776	90	8.6	0.771	99	8.6	0.763	105	8.1
Jones	0.780	41	8.5	0.771	55	9.0	0.794	73	9.0	0.780	82	9.0	0.803	102	9.0	0.784	104	8.5
Karnes	0.800	60	8.8	0.791	75	8.9	0.766	77	8.9	0.767	91	8.9	0.751	95	8.9	0.749	106	8.8
Kaufman	0.797	57	8.6	0.790	72	9.0	0.776	80	9.0	0.777	93	9.0	0.763	98	9.0	0.757	104	8.6
Kendall	0.791	53	8.6	0.771	64	8.3	0.773	74	8.3	0.764	84	8.3	0.762	94	8.3	0.763	104	8.6
Kenedy	0.826	73	9.2	0.793	79	8.7	0.771	84	8.7	0.763	94	8.7	0.735	96	8.7	0.731	100	9.2
Kent	0.801	43	9.0	0.801	60	10.0	0.796	70	10.0	0.806	85	10.0	0.798	93	10.0	0.798	104	9.0
Kerr	0.789	49	8.4	0.765	58	8.0	0.764	69	8.0	0.763	80	8.0	0.765	91	8.0	0.768	104	8.4
Kimble	0.775	42	8.2	0.758	53	7.6	0.763	66	7.6	0.757	75	7.6	0.772	88	7.6	0.768	100	8.2
King	0.804	45	9.4	0.794	59	9.6	0.804	74	9.6	0.802	87	9.6	0.811	103	9.6	0.802	111	9.4
Kinney	0.812	53	8.8	0.780	62	8.0	0.773	70	8.0	0.777	82	8.0	0.790	97	8.0	0.781	108	8.8
Kleberg	0.826	72	9.4	0.794	79	8.7	0.764	81	8.7	0.761	93	8.7	0.739	96	8.7	0.731	99	9.4
Knox	0.800	46	9.4	0.788	58	9.3	0.801	76	9.3	0.798	88	9.3	0.809	104	9.3	0.798	111	9.4
Lamar	0.783	53	8.2	0.777	66	8.9	0.770	74	8.9	0.769	87	8.9	0.759	93	8.9	0.752	98	8.2
Lamb	0.837	47	10.1	0.828	60	9.6	0.800	63	9.6	0.821	80	9.6	0.818	88	9.6	0.820	103	10.1

permanent high water table, soils with a clay pan or clay layer at or near the surface, and shallow soils over nearly impervious material.

Table 1: Runoff coefficients for the Rational method

Hydrologic Soil Group	A			B			C			D		
Recurrence Interval	5	10	100	5	10	100	5	10	100	5	10	100
Land Use Or Surface Characteristics												
Business:												
A. Commercial Area	.75	.80	.95	.80	.85	.95	.80	.85	.95	.85	.90	.95
B. Neighborhood Area	.50	.55	.65	.55	.60	.70	.60	.65	.75	.65	.70	.80
Residential:												
A. Single Family	.25	.25	.30	.30	.35	.40	.40	.45	.50	.45	.50	.55
B. Multi-Unit (Detached)	.35	.40	.45	.40	.45	.50	.45	.50	.55	.50	.55	.65
C. Multi-Unit (Attached)	.45	.50	.55	.50	.55	.65	.55	.60	.70	.60	.65	.75
D. 1/2 Lot Or Larger	.20	.20	.25	.25	.25	.30	.35	.40	.45	.40	.45	.50
E. Apartments	.50	.55	.60	.55	.60	.70	.60	.65	.75	.65	.70	.80
Industrial												
A. Light Areas	.55	.60	.70	.60	.65	.75	.65	.70	.80	.70	.75	.90
B. Heavy Areas	.75	.80	.95	.80	.85	.95	.80	.85	.95	.80	.85	.95
Parks, Cemeteries												
Playgrounds	.10	.10	.15	.20	.20	.25	.30	.35	.40	.35	.40	.45
Schools	.30	.35	.40	.40	.45	.50	.45	.50	.55	.50	.55	.65
Railroad Yard Areas	.20	.20	.25	.30	.35	.40	.40	.45	.45	.45	.50	.55
Streets												
A. Paved	.85	.90	.95	.85	.90	.95	.85	.90	.95	.85	.90	.95
B. Gravel	.25	.25	.30	.35	.40	.45	.40	.45	.50	.40	.45	.50
Drives, Walks, & Roofs	.85	.90	.95	.85	.90	.95	.85	.90	.95	.85	.90	.95
Lawns												
A. 50%-75% Grass (Fair Condition)	.10	.10	.15	.20	.20	.25	.30	.35	.40	.30	.35	.40
B. 75% Or More Grass (Good Condition)	.05	.05	.10	.15	.15	.20	.25	.25	.30	.30	.35	.40
Undeveloped Surface[1] (By Slope)[2]												
A. Flat (0-1%)	0.04-0.09			0.07-0.12			0.11-0.16			0.15-0.20		
B. Average (2-6%)	0.09-0.14			0.12-0.17			0.16-0.21			0.20-0.25		
C. Steep	0.13-0.18			0.18-0.24			0.23-0.31			0.28-0.38		

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[2] Source: Storm Drainage Design Manual, Erie and Niagara Counties Regional Planning Board.

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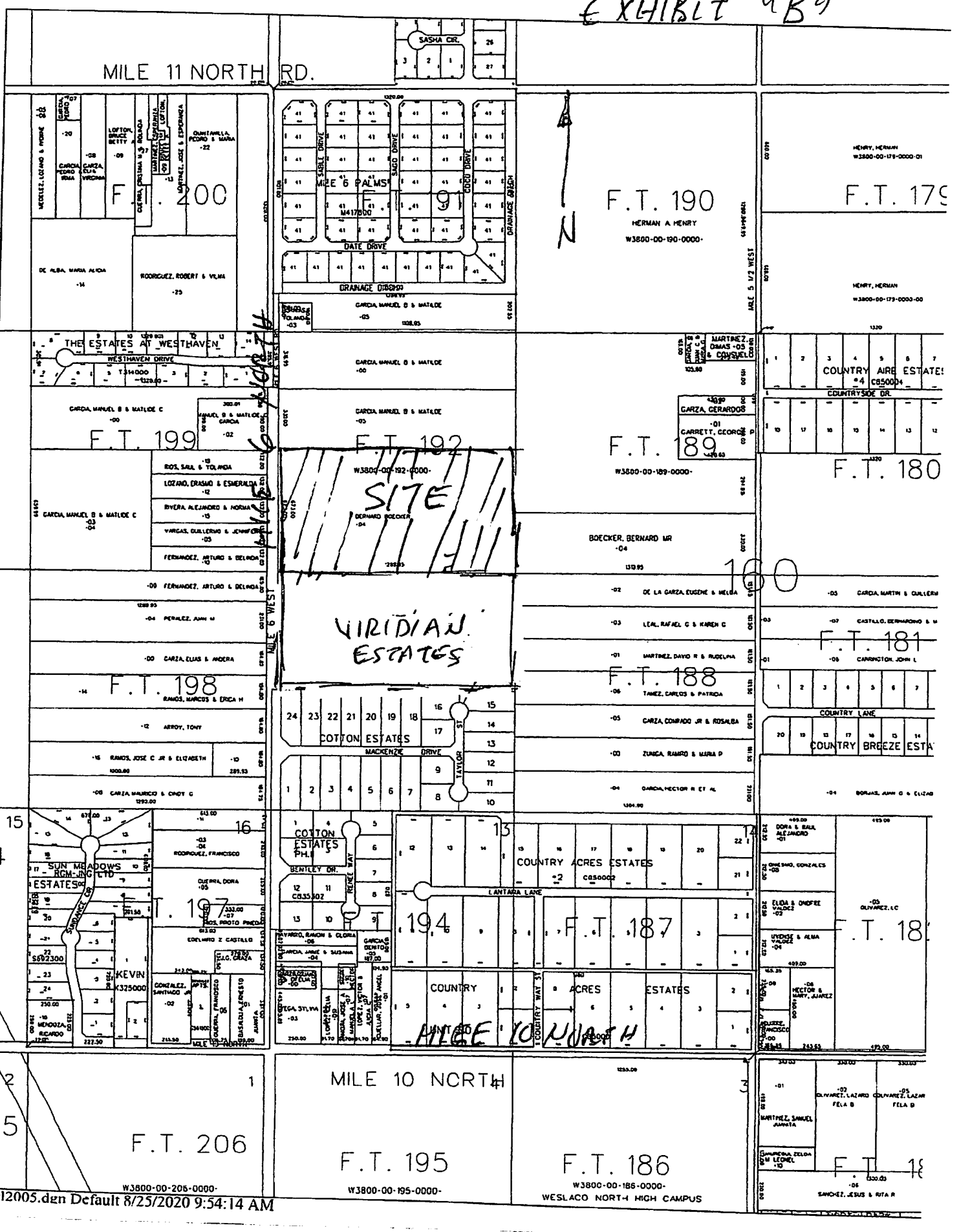
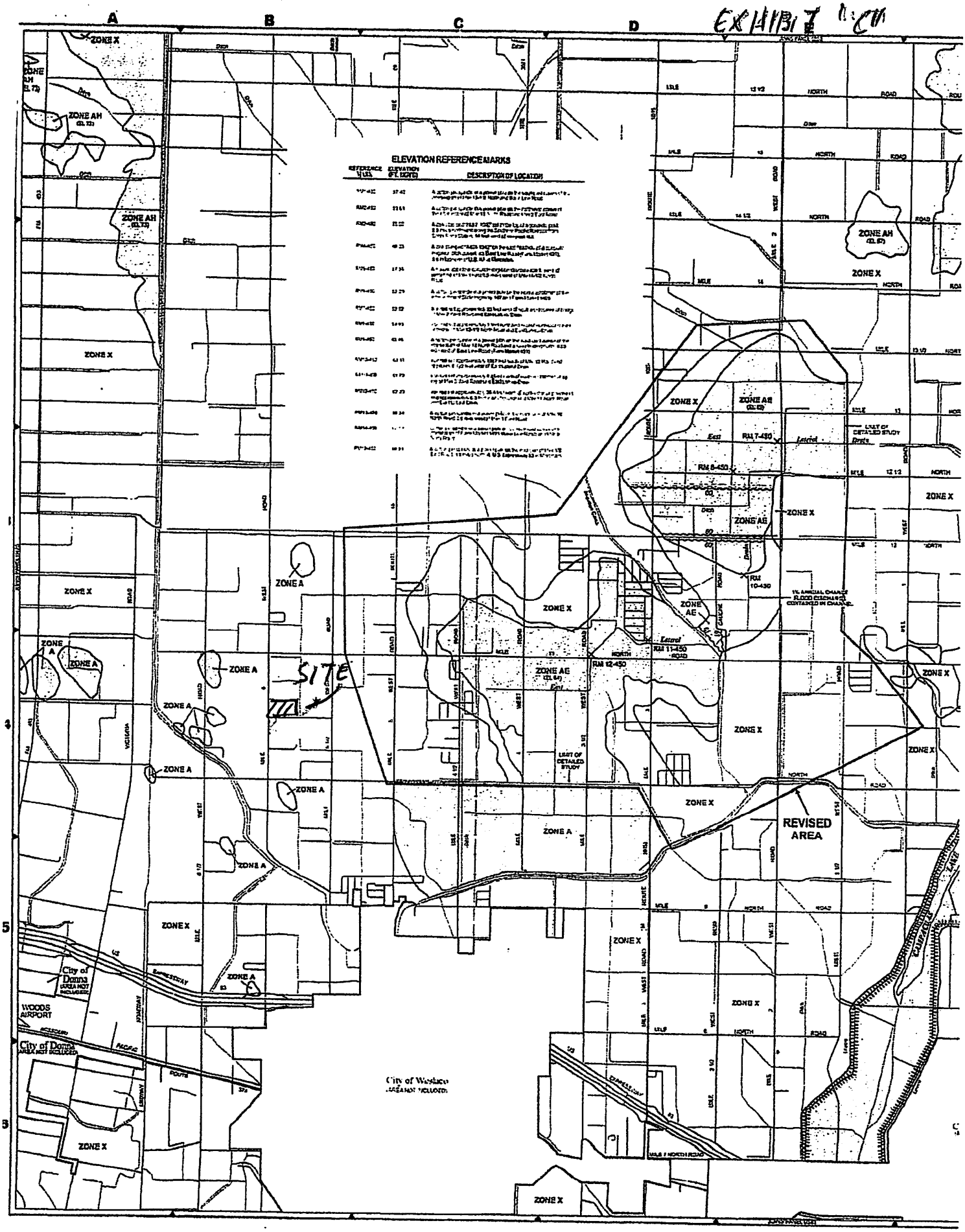
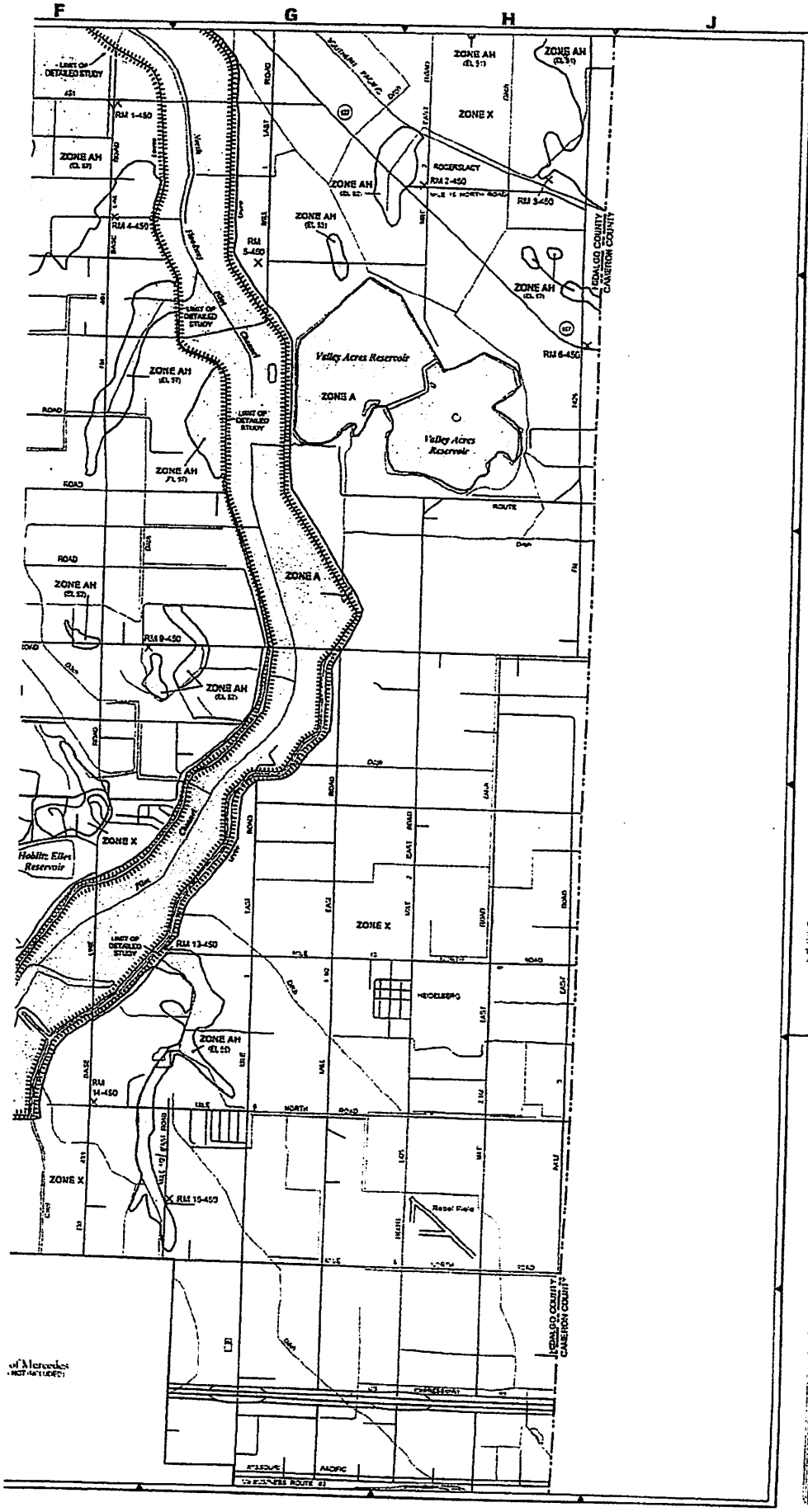
EXHIBIT "B"



sdwl2005.dgn Default 8/25/2020 9:54:14 AM

EXHIBIT "C"


A
B
C
D
ELEVATION REFERENCE MARKS
REFERENCE MARK
ELEVATION (FT. NGVD)
DESCRIPTION OF LOCATION
ZONE X
ZONE AH
ZONE A
ZONE AE
SITE
REVISED AREA
City of Donna
AREA NOT INCLUDED
City of Weslaco
AREA NOT INCLUDED
WOODS AIRPORT
LIMIT OF DETAILED STUDY
1% ANNUAL CHANCE FLOOD ELEVATIONS CONTAINED IN CHANNEL
NORTH ROAD
WEST ROAD
EAST ROAD
SOUTH ROAD
EXPRESSWAY
RAILROAD



LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

- ZONE A — No base flood elevations determined
- ZONE AE — Base flood elevations determined
- ZONE AH — Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined
- ZONE AO — Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined
- ZONE A99 — To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined
- ZONE V — Coastal flood with velocity hazard (wave action); no base flood elevations determined
- ZONE VE — Coastal flood with velocity hazard (wave action); base flood elevations determined

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

- ZONE X — Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood

OTHER AREAS

- ZONE X — Areas determined to be outside 500-year floodplain
- ZONE D — Areas in which flood hazards are undetermined

UNDEVELOPED COASTAL BARRIERS

Floodplain Boundary
Floodway Boundary
Zone D Boundary
Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Coastal Flood Hazard Zones
513 — Base Flood Elevation line; Elevation in feet*
Cross Section Line
(EL 987) — Base Flood Elevation in Feet* Where Uniform Within Zone
RM 7 — Elevation Bench Mark (See entry below)
* NAVD 88
Referenced to the National Geodetic Vertical Datum of 1929

NOTES

[illegible] Areas of Special Flood Hazard include Zone A, AE, AH, AO, A99, V, VE, and VAO.

[illegible] Base Flood Elevations shown on this map apply only landward of 0.0 feet North American Vertical Datum (NAVD) 1988. Users should be aware that BFEs shown on this map may be greater than or less than those shown on the previous map dated [illegible]

[illegible] Flood Insurance Study report for this jurisdiction.

[illegible] Coastal flood zone boundaries were digitized from the Flood Insurance Rate Map (FIRM) dated [illegible]

[illegible] Corporate limits shown are current as of the date of this map. The user should contact appropriate community officials to determine if more recent changes have been made.

[illegible] Some areas of this map may have been updated by letters of map revision (LOMRs) or letters of map amendment (LOMAs).

MAP REPOSITORY
[illegible]
Edinburg, Texas 78539

INITIAL IDENTIFICATION
MAY 23, 1979

FLOOD HAZARD BOUNDARY MAP REVISIONS

FLOOD INSURANCE RATE MAP EFFECTIVE
JANUARY 2, 1981

FLOOD INSURANCE RATE MAP REVISIONS
NOVEMBER 15, 1982

[illegible] to update corporate limits, to incorporate [illegible] and to change Special Flood Hazard Areas, Zone Designations, and Base Flood Elevations.

[illegible] Federal Emergency Management Agency.

SCALE 1" = 2000'
2000 0 2000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0450 C

FIRM
FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS (UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

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

REVISED TO REFLECT LOMR [illegible]

Federal Emergency Management Agency

EXHIBIT "D"

HIDALGO COUNTY, TEXAS

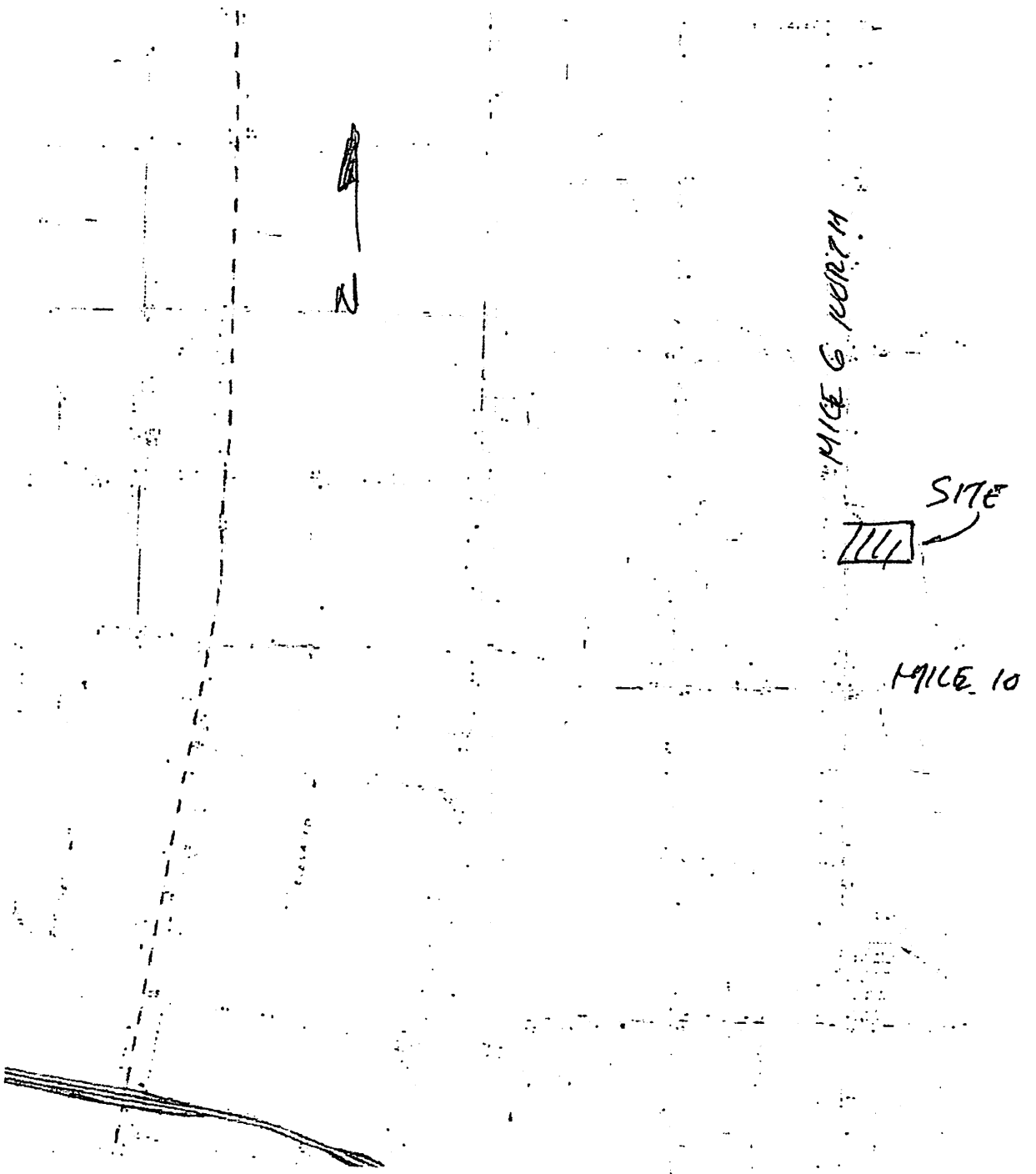
TABLE 18.--SOIL AND WATER FEATURES

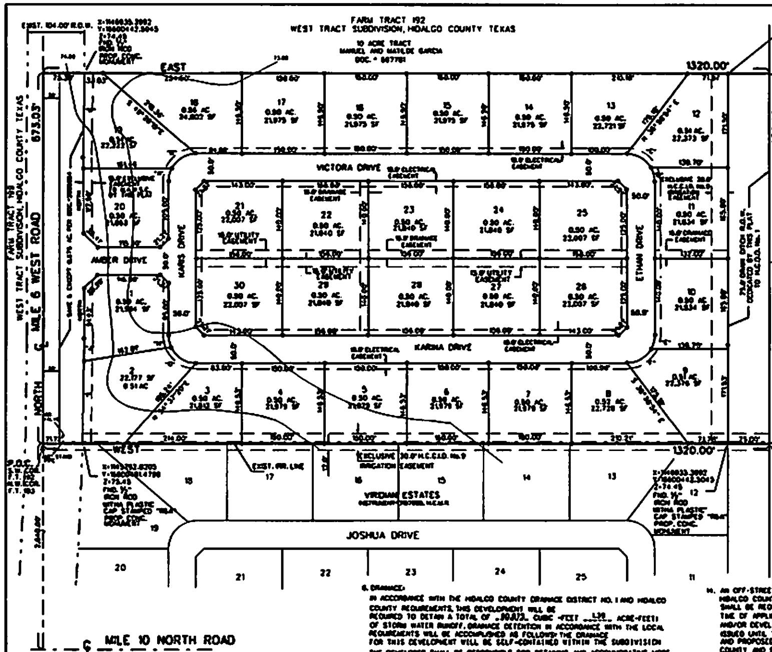
["Flooding" and "water table" and terms such as "rare," "brief," "apparent," and "perched" are explained in the text. The symbol > means more than. Absence of an entry indicates that the feature is not a concern]

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

See footnotes at end of table.

U.S.G.S MAP





LEGEND

●	Found 1/2" iron rod
○	Set 1/2" iron rod with a plastic cap stamped "R&A"
	Power pole
	Light pole
	Storm pipe
	Water meter
	Irrigation valve
	Chain link fence
	Barbed fence
	Wood fence
	Iron fence
	Electrical box

CURVE TABLE

NO.	RADIUS	LENGTH	DELTA	CHORD
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

AMBER ESTATES
(PRIVATE GATED SUBDIVISION)

A 19.710 ACRE TRACT OF LAND OUT OF THE SOUTH HALFS OF FARM TRACT 192, WEST TRACT SUBDIVISION A PER MAP RECORDED IN VOLUME 2, PAGES PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

BEING 19.710 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING OUT OF THE SOUTH HALF OF FARM TRACT 192, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS AND SAID 19.300 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE CENTERLINE OF MILE 6 WEST ROAD FOR THE SOUTHWEST CORNER OF FARM TRACT 192 AND THE NORTHWEST CORNER OF FARM TRACT 193 AND THE SOUTHWEST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE: NORTH, 673.03 FEET WITH THE WEST LINE OF SAID FARM TRACT 193, THE CENTERLINE OF MILE 6 WEST ROAD, A DISTANCE OF 673.03 FEET TO A POINT FOR THE NORTWEST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE: EAST, PASSING AT 30.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF A 0.857 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2903034 OF THE HIDALGO COUNTY OFFICIAL RECORDS, PASSING AT 73.20 FEET A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 0.875 ACRE TRACT AND THE EAST RIGHT OF WAY LINE OF MILE 6 WEST ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT ON THE EAST LINE OF FARM TRACT 192 FOR THE NORTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE: SOUTH, 673.03 FEET WITH THE EAST LINE OF FARM TRACT 192 AND THE WEST LINE OF FARM TRACT 189 TO A POINT FOR THE NORTHEAST CORNER OF VIRIDIAN ESTATES AS PER MAP RECORDED UNDER DOCUMENT NUMBER 3187085 OF THE HIDALGO COUNTY OFFICIAL RECORDS, FOR THE SOUTHEAST CORNER OF FARM TRACT 192, THE NORTHEAST CORNER OF FARM TRACT 193 AND THE SOUTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE: WEST, WITH THE NORTH LINE OF SAID VIRIDIAN ESTATES, PASSING AT 73.80 A 1/2 INCH IRON ROD WITHA PLASTIC CAP STAMPED "R&A" FOUND ON LINE FOR REFERENCE, PASSING AT 1,248.20 FEET THE SOUTHEAST CORNER OF SAID 0.875 OF ONE ACRE TRACT AND THE EAST RIGHT OF WAY OF SAID MILE 6 WEST ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF FARM TRACT 192, THE NORTHWEST CORNER OF FARM TRACT 193 AND THE SOUTHWEST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE: NORTH, 673.03 FEET WITH THE WEST LINE OF SAID FARM TRACT 192, THE EAST LINE OF FARM TRACT 189 AND THE CENTERLINE OF SAID MILE 6 WEST ROAD TO THE POINT OF BEGINNING AND CONTAINING 20.304 ACRES OF LAND MORE OR LESS, SAVE AND EXCEPT A 0.875 OF ONE ACRE CONVEYED TO THE COUNTY OF HIDALGO.

STATE OF TEXAS
COUNTY OF HIDALGO

I, (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS AMBER ESTATES DOES HEREBY DEDICATE TO THE COUNTY OF HIDALGO, AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISED UNDER SAID COUNTY, THE EASEMENTS SHOWN AND THE USE OF PRIVATE STREETS AND EASEMENTS SHOWN, THE STREETS AND EASEMENTS ARE RESTRICTED TO THE EMPLOYEES OR AGENTS OF SAID COUNTY, EMPLOYEES OF THE UTILITIES OPERATING UNDER FRANCHISE OF THE COUNTY, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

____
OWNER: DI MANAGEMENT LLC
ALBERT HANKS - MANAGER OF DI MANAGEMENT, LLC
ADDRESS: 903 E. EXPRESSWAY 83, SUITE C
WESLACO, TEXAS, 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ALBERT HANKS PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF ____________, 2021

____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODES 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

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

DATED THIS ____________ DAY OF ____________, 2021

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

____
GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

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

______________________________ ______________________________
MAYOR, CITY OF WESLACO DATE CITY SECRETARY DATE

THIS SUBDIVISION PLAT OF AMBER ESTATES HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS ____________ DAY OF ____________, 2021 A.D.

____
CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

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

____
REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR # 4632
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS, 78596
PH. 956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Guillermo Arratia P.E. 4/8/2021
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
320 W. 5TH ST.
DONNA, TEXAS, 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

SHEET 1 OF 3

GENERAL NOTES:

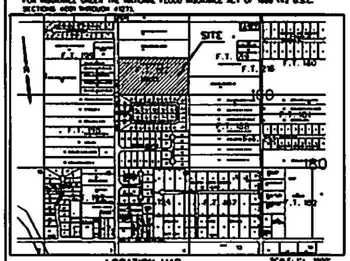
1. MIN. BUILDING SETBACK LINES:
FRONT 25.0'
CORNER 10.0' OR EASEMENT WHICH EVER IS GREATER
SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
REAR 25.0' OR EASEMENT WHICH EVER IS GREATER
GARAGE / CAR PORT FRONT SET BACK

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION. MIN. F.F. ELEV. =74.90

3. ●-DENOTES 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○-DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.
-DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.

4. BENCH MARK =70.43' C.P.S SET AT THE SOUTHWEST CORNER OF THIS SUBDIVISION NAVD 88

5. FLOOD ZONE DESIGNATION ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
C.P.M. 480334 0450 C MAP REVISED: JUNE 6, 2000
MAP REVISED TO REFLECT LOMR MAY-30-2002.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
AMBER ESTATES IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN THE CENTRAL EAST OF HIDALGO COUNTY ON THE EAST SIDE OF MILE 6 WEST ROAD-1/2 MILE NORTH OF MILE 10 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO (POPULATION 37,701/2010 CENSUS). AMBER ESTATES LIES APPROXIMATELY 11 MILES FROM THE CITY LIMITS OF WESLACO AND LIES WITHIN THE CITY'S 3.5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 80,872 CUBIC -FEET 1.86 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITHIN THE SUBDIVISION.
THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS ARE BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

11. ALBERT HANKS.- THE OWNER & SUBDIVIDER OF AMBER ESTATES RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

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

NO.	SHEET	REVISION	DATE	APPROVED
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

REVISION NOTES

14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

15. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

16. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED.

17. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.23% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX B- COUNTY CONSTRUCTION SPECIFICATIONS 3.1.6

18. STREET LIGHTS MUST BE AT EVERY 250 FEET

19. A 5.0' CONC SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER DURING CONSTRUCTION OF SUBDIVISION AS PER CITY OF WESLACO

20. A 4.0' CONC SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREET PERIMETER UPON THE THE ISSUANCE OF BUILDING PERMIT AS PER CITY OF WESLACO

21. NO ACCESS WILL BE ALLOWED FROM MILE 6 WEST FOR LOTS 1,2,19 AND 20

22. ALL PRIVATE STREET, INCLUSIVE OF MEDIAN ISLANDS AND THE SENTRY SHELTERS, PLUS ANY ACCOMPANYING STROM DRAINAGE, STREET LIGHTING, AND/OR SIDEWALKS, SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ALSO, ALL PERIMETER WALLS AND FENCES SHALL BE UNDER THE OWNERSHIP AND THE EXCLUSIVE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF ENCLOSED PRIVACY, SECURITY AND REPAIR

23. AFTER RECORDING OF THE PLAT'S CONDITIONS, COVENANTS, AND RESTRICTIONS (CCRs) TO ASSURE MAINTENANCE OF COMMON AREAS AND MEDIAN ISLANDS, ETC., A BUILDING PERMIT APPLICATION MAY BE FILED WITH THE CITY OF WESLACO FOR ANY PROPOSED GATED ENTRY MECHANISMS WHEREAFTER IT SHALL BE REVIEWED FOR APPROVAL OR DISAPPROVAL BY TH CITY INCLUDING THE FIRE MARSHALL'S OFFICE. IN NO CASE SHALL GATE(S) BE INSTALLED WHERE A BUILDING PERMIT HAS NOT BEEN ISSUED.

24. THE HOMEOWNER'S ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE CITY OF WESLACO, TEXAS HARMLESS AND INDEMNIFY SAID CITY FROM ANY AND ALL LIABILITY AND ALLEGED CLAIMS RELATING TO SAID PRIVATE STREETS. THE LOT OWNER'S SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, ACCOMPANYING STORM DRAINAGE, PRIVATE SIDEWALKS PRIVATE STREET LIGHTS, AND ANY OTHER PRIVATE IMPROVEMENTS IN THE PRIVATE STREET AREA.

25. THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE CITY OF WESLACO AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM THE LIABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS.

26. THE DEVELOPER SHALL SIGN AND RECORD A PRIVATE STREET AGREEMENT IN A FORM ESTABLISHED BY THE CITY OF WESLACO AFTER CONSULTATION WITH THE CITY ATTORNEY.

27. THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE COUNTY OF HIDALGO AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM THE LIABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS.

28. THE HOMEOWNER'S ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE COUNTY OF HIDALGO, TEXAS HARMLESS AND INDEMNIFY SAID COUNTY FROM ANY AND ALL LIABILITY AND ALLEGED CLAIMS RELATING TO SAID PRIVATE STREETS. THE LOT OWNER'S SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, ACCOMPANYING STORM DRAINAGE, PRIVATE SIDEWALKS PRIVATE STREET LIGHTS, AND ANY OTHER PRIVATE IMPROVEMENTS IN THE PRIVATE STREET AREA.

HIDALGO COUNTY CLERK

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

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

BY: ______________________ DEPUTY

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	ALBERT HANKS	903 E. EXPRESSWAY 83, SUITE C	WESLACO, TEXAS, 78596	956-[illegible]
ENGINEER:	GUILLERMO A. ARRATIA	320 W. 5TH ST.	DONNA, TX 78537	[illegible]
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS, 78596	956-968-2422

RIGHT OF WAY EASEMENT
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS 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, AN EXCLUSIVE 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 THE 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'-0" 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'-0" IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS 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 WATERLINE 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'-0" 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, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS 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 LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT 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.

WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS ________ DAY OF ____________, 2021

____
OWNER: DI MANAGEMENT LLC
ALBERT HANKS - MANAGER OF DI MANAGEMENT, LLC
ADDRESS: 903 E. EXPRESSWAY 83, SUITE C
WESLACO, TEXAS, 78596

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMBER ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON ____________

______________________________ __________
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMBER ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON ____________, 2021

______________________________ __________
HIDALGO COUNTY JUDGE DATE

ATTEST:
______________________________ __________
HIDALGO COUNTY CLERK DATE

DATE OF PREPARATION APRIL 5, 2021

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
320 W. 5TH STREET
DONNA, TEXAS, 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

INDEX TO SHEET OF AMBER ESTATES

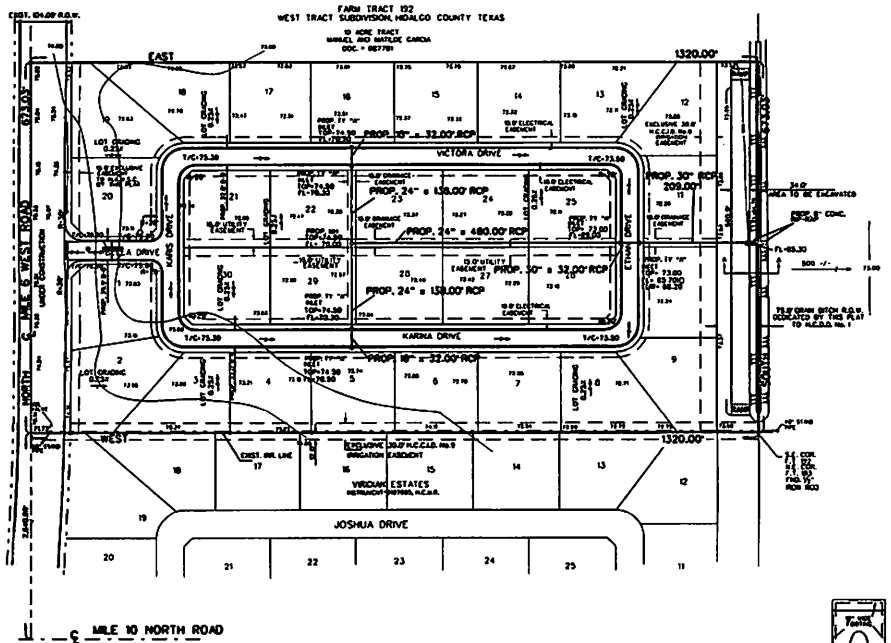
SHEET 1	DRAWINGS INDEX, LOCATION MAP AND CITY PRINCIPAL CONTACTS; PLAT, BOUNDARY, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION, METES AND BOUNDS, SURVEYOR'S AND ENGINEER'S CERTIFICATIONS, [illegible]
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT; [illegible]
SHEET 3	DRAINAGE REPORT, [illegible]

AMBER ESTATES
(PRIVATE GATED SUBDIVISION)

A 15.719 ACRE TRACT OF LAND OUT OF THE SOUTH HALF'S OF FARM TRACT 192, WEST TRACT SUBDIVISION A PER MAP RECORDED IN VOLUME 2, PAGES PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

SCALE: 1" = 100'



AMBER ESTATES
(PRIVATE GATED SUBDIVISION)

A 19.719 ACRE TRACT OF LAND OUT OF THE SOUTH HALF OF FARM TRACT 192, WEST TRACT SUBDIVISION A PER MAP RECORDED IN VOLUME 2, PAGES PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

BEING 19.719 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS AND BEING OUT OF THE SOUTH HALF OF FARM TRACT 192, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS AND SAID 19.559 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A COTTON PICKER SPINDKLE SET ON THE CENTERLINE OF MILE 6 WEST ROAD FOR THE SOUTHWEST CORNER OF FARM TRACT 192 AND THE NORTHWEST CORNER OF FARM TRACT 193 AND THE SOUTHWEST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE; NORTH, 673.03 FEET WITH THE WEST LINE OF SAID FARM TRACT 192, THE CENTERLINE OF MILE 6 WEST ROAD, A DISTANCE OF 673.03 FEET TO A POINT FOR THE NORTWEST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE; EAST, PASSING AT 30.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF A 0.657 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2905954 OF THE HIDALGO COUNTY OFFICIAL RECORDS, PASSING AT 75.39 FEET A ⅝" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 0.675 ACRE TRACT AND THE EAST RIGHT OF WAY LINE OF MILE 6 WEST ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT ON THE EAST LINE OF FARM TRACT 192 FOR THE NORTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE; SOUTH, 673.03 FEET WITH THE EAST LINE OF FARM TRACT 192 AND THE WEST LINE OF FARM TRACT 189 TO A POINT FOR THE NORTHEAST CORNER OF VIRIDIAN ESTATES AS PER MAP RECORDED UNDER DOCUMENT NUMBER 3197695 OF THE HIDALGO COUNTY OFFICIAL RECORDS, FOR THE SOUTHEAST CORNER OF FARM TRACT 192, THE NORTHEAST CORNER OF FARM TRACT 193 AND THE SOUTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE; WEST, WITH THE NORTH LINE OF SAID VIRIDIAN ESTATES, PASING AT 75.00 A ½ INCH IRON ROD WITHA PLASTIC CAP STAMPED "R&A" FOUND ON LINE FOR REFERENCE, PASSING AT 1,248.28 FEET THE SOUTHEAST CORNER OF SAID 0.675 OF ONE ACRE TRACT AND THE EAST RIGHT OF WAY OF SAID MILE 6 WEST ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF FARM TRACT 192, THE NORTHWEST CORNER OF FARM TRACT 193 AND THE SOUTHWEST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE; NORTH, 673.03 FEET WITH THE WEST LINE OF SAID FARM TRACT 192, THE EAST LINE OF FARM TRACT 199 AND THE CENTERLINE OF SAID MILE 6 WEST ROAD TO THE POINT OF BEGINNING AND CONTAINING 20.394 ACRES OF LAND MORE OR LESS, SAVE AND EXCEPT A 0.675 OF ONE ACRE CONVEYED TO THE COUNTY OF HIDALGO.

STATE OF TEXAS
COUNTY OF HIDALGO

I, (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS AMBER ESTATES DOES HEREBY DEDICATE TO THE COUNTY OF HIDALGO, AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISED UNDER SAID COUNTY, THE EASEMENTS SHOWN AND THE USE OF PRIVATE STREETS AND EASEMENTS SHOWN, THE STREETS AND EASEMENTS ARE RESTRICTED TO THE EMPLOYEES OR AGENTS OF SAID COUNTY, EMPLOYEES OF THE UTILITIES OPERATING UNDER FRANCHISE OF THE COUNTY, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTES.

OWNER: DII MANAGMENT LLC
ALBERT HANKS - MANAGER OF DII MANAGMENT, LLC
ADDRESS: 502 E. EXPRESSWAY 83, SUITE G
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ALBERT HANKS PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS____ DAY OF_____, 2021

NOTARY PUBLIC, FOR THE STATE OF TEXAS

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

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

DATED THIS_____ DAY OF _____, 2021

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

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

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

MAYOR, CITY OF WESLACO DATE — CITY SECRETARY — DATE

THIS SUBDIVISION PLAT OF AMBER ESTATES HAS BEEN SUBMITED SUBDIVISION TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS_____ DAY OF _____, 2021 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

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

REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR # 4032
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

GUILLERMO A. ARRATIA PE 4/27/2021
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS — GUILLERMO A. ARRATIA — 94001 — LICENSED PROFESSIONAL ENGINEER

SHEET 1 OF 3

RIGHT OF WAY EASEMENT
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCCESSORS, 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, AN EXCLUSIVE 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 THE 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 BEGIN 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 WATERLINE 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 HERBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HERIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, 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 CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT 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.

WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF_____, 2021

OWNER: DII MANAGMENT LLC
ALBERT HANKS - MANAGER OF DII MANAGMENT, LLC
ADDRESS: 502 E. EXPRESSWAY 83, SUITE G
WESLACO, TEXAS. 78596

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMBER ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

_____, 2021

HIDALGO COUNTY JUDGE — DATE

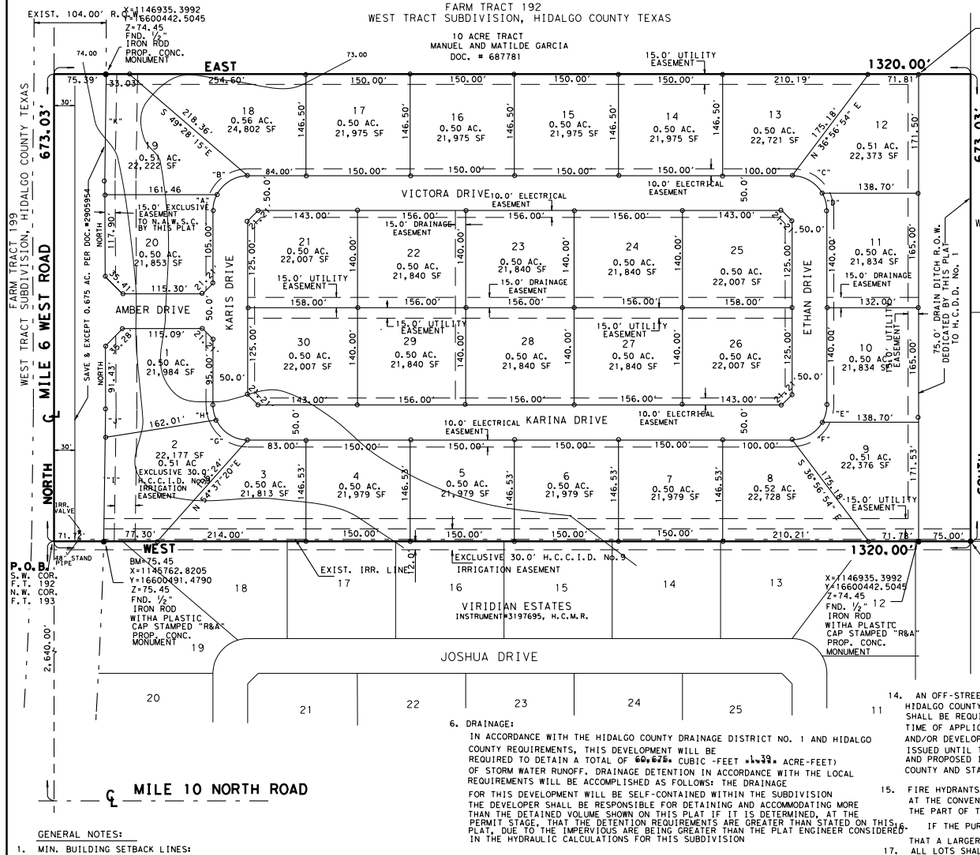
ATTEST:_____
HIDALGO COUNTY CLERK — DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMBER ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____,_____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

DATE OF PREPARATION: APRIL 2, 2021



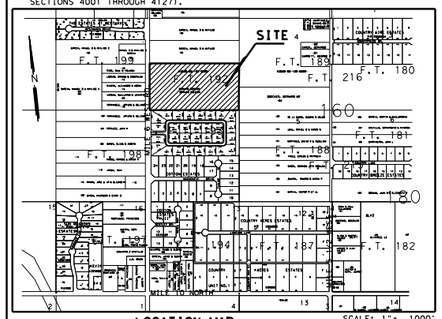
LEGEND

- Found 1/2" iron rod
- Set 1/2" iron rod with a plastic cap stamped "R&A"
- Power pole
- Light pole
- Stand pipe
- Water meter
- Irrigation valve
- Chain link fence
- Hogwire fence
- Wood fence
- Iron fence
- Electrical box

CURVE TABLE				
NO.	RADIUS	LENGTH	DELTA	CHORD
A	50.0'	14.80'	16°57'34"	14.75'
B	50.0'	63.74'	73°02'26"	61.71'
C	50.0'	52.36'	60°00'00"	50.00'
D	50.0'	26.18'	30°00'00"	25.88'
E	50.0'	26.18'	30°00'00"	25.88'
F	50.0'	52.36'	60°00'00"	50.00'
G	50.0'	56.32'	64°31'57"	53.38'
H	50.0'	22.22'	25°28'03"	22.04'
I	7,922.0'	149.80'	01°04'55"	149.80'
J	7,922.0'	40.31'	00°17'36"	40.31'
K	7,922.0'	153.58'	01°16'39"	153.57'

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 25.0'
   CORNER 10.0' OR EASEMENT WHICH EVER IS GREATER
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 25.0' OR EASEMENT WHICH EVER IS GREATER
   20.00' GARAGE / CAR PORT FRONT SET BACK
2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION. MIN. F.F. ELEV.=74.50
3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ^ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.
4. - BENCH MARK =75.45, ½" IRON ROD AT THE SOUTHWEST CORNER OF THIS SUBDIVISION. NAVD 88
5. FLOOD ZONE DESIGNATION: ZONE "X"
   AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
   C.P.N. 480334 0450 CMAP REVISED: JUNE 6, 2000
   MAP REVISED TO REFLECT LOMR: MAY-30-2002.
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).



LOCATION MAP — SCALE: 1" = 1000'

6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF ~~69,678~~ CUBIC -FEET (1.39 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE
   FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITHIN THE SUBDIVISION THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS ARE BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION
7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
   EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
   A. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   B. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   C. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.
   F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS;
      1. ANCHORING OF SEPTIC TANK(S)
      2. BACK FLOW VALVES
      3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION
11. ALBERT HANKS, , THE OWNER & SUBDIVIDER OF AMBER ESTATES RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
15. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
16. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED.
17. ALL LOTS SHALL HAVE A POST DEVELOPEMT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4
18. STREET LIGHTS MUST BE AT EVERY 250 FEET
19. A 5.0' CONC SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER DURING CONSTRUCTION OF SUBDIVISION AS PER CITY OF WESLACO
20. A 4.0' CONC SIDEWALK IS REQUIRED ALONG ALLINTERIOR STREET PERIMETER UPON THE THE ISSUANCE OF BUILDING PERMIT AS PER CITY OF WESLACO
21. NO ACCESS WILL BE ALLOWED FROM MILE 6 WEST FOR LOTS 1,2,19 AND 20
22. ALL PRIVATE STREET, INCLUSIVE OF MEDIAN ISLANDS AND THE SENTRY SHELTERS, PLUS ANY ACCOMPANYING STORM DRAINAGE, STREET LIGHTING, AND/OR SIDEWALKS, SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ALSO, ALL PERIMETER WALLS AND FENCES SHALL BE UNDER THE OWNERSHIP AND THE EXCLUSIVE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF ENCLOSED PRIVACY, SECURITY AND REPAIR
23. AFTER RECORDING OF THE PLAT'S CONDITIONS, CONVENANTS, AND RESTRICTIONS (CCRs) TO ASSURE MAINTENANCE OF COMMON AREAS AND MEDIAN ISLANDS, ETC., A BUILDING PERMIT APPLICATION MAY BE FIELD WITH THE CITY OF WESLACO FOR ANY PROPOSED GATED ENTRY MECHANISMS WHEREAFTER IT SHALL BE REVIEWED FOR APPROVAL OR DISAPPROVAL BY THE CITY INCLUDING THE FIRE MARSHALL'S OFFICE. IN NO CASE SHALL GATE(S) BE INSTALLED WHERE A BUILDING PERMIT HAS NOT BEEN ISSUED.
24. THE HOMEOWNER'S ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE CITY OF WESLACO, TEXAS. HARMLESS AND INDEMNIFYSAID CITY FROM ANY AND ALL LIABILITY AND ALLEGED CLAIMS RELATING TO SAID PRIVATE STREETS. THE LOT OWNER'S SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, ACCOMPANYING STORM DRAINAGE, PRIVATE SIDEWALKS PRIVATE STREET LIGHTS, AND ANY OTHER PRIVATE IMPROVEMENTS IN THE PRIVATE STREET AREA.
25. THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE CITY OF WESLACO AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM THE HABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS.
26. THE DEVELOPER SHALL SIGN AND RECORD A PRIVATE STREET AGREEMENTON A FORM ESTABLISHED BY THE CITY OF WESLACO AFTER CONSULTATION WITH THE CITY ATTORNEY.
27. THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE COUNTY OF HIDALGO AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM THE HABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS.
28. THE HOMEOWNER'S ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE COUNTY OF HIDALGO, TEXAS. HARMLESS AND INDEMNIFYSAID COUNTY FROM ANY AND ALL LIABILITY AND ALLEGED CLAIMS RELATING TO SAID PRIVATE STREETS. THE LOT OWNER'S SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, ACCOMPANYING STORM DRAINAGE, PRIVATE SIDEWALKS PRIVATE STREET LIGHTS, AND ANY OTHER PRIVATE IMPROVEMENTS IN THE PRIVATE STREET AREA.
29. CORNER LOTS DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTION WITH ACCESS MANAGEMENT ORDINANCE

COUNTY COURT — COUNTY OF HIDALGO, TEXAS

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

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

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

AMBER ESTATES IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No.1 IN THE CENTRAL EAST OF HIDALGO COUNTY ON THE EAST SIDE OF MILE 6 WEST ROAD.◊ MILE NORTH OF MILE 10 NORTH ROAD. THE ONLY NEARBY MUNICIPALY IS THE CITY OF WESLACO ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 37,791 /2015 CENSUS). AMBER ESTATES LIES APPROXIMATELY 1.1 MILES FROM THE CITY LIMITS OF WESLACO AND LIES WITHIN THE CITY'S 3.5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42.021

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

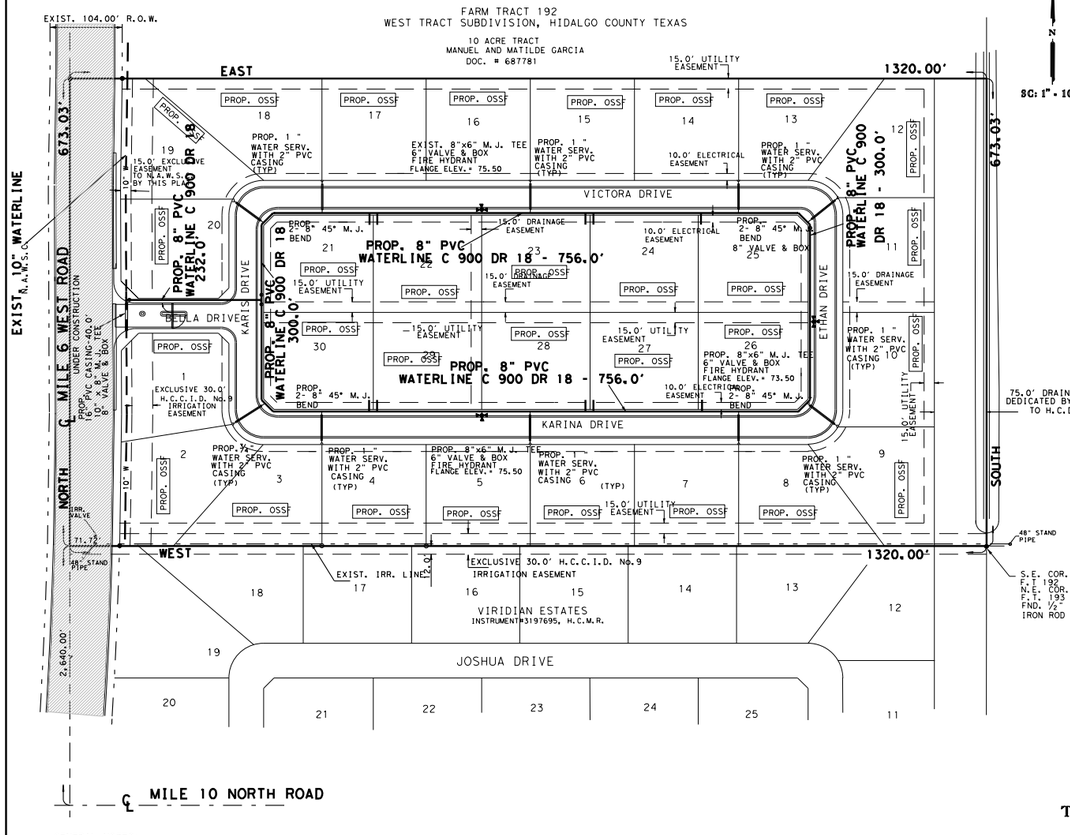
PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: ALBERT HANKS 502 E. EXPRESSWAY 83, SUITE G		WESLACO, TEXAS. 78596	956-630-0216
ENGINEER: GUILLERMO A. ARRATIA	526 N. 5TH ST.	DONNA, TX 78537,	(956) 784-0218
SURVEYOR: REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET — FIRM NO. F-9050 — PH. (956) 784-0218
DONNA, TEXAS. 78537 — E-MAIL:NAINENGINEERING@YAHOO.COM

INDEX TO SHEET OF AMBER ESTATES

MAP OF WATER DISTRIBUTION SYSTEM



AMBER ESTATES
(PRIVATE GATED SUBDIVISION)

A 19.719 ACRE TRACT OF LAND OUT OF THE SOUTH HALF OF FARM TRACT 192, WEST TRACT SUBDIVISION A PER MAP RECORDED IN VOLUME 2, PAGES PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

GENERAL NOTES:

SUBDIVIDER: CONTINUED FROM BACK LINES:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I ALBERT HANKS SUBDIVIDER OF AMBER ESTATES HEREBY CERTIFY
SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING **WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.**

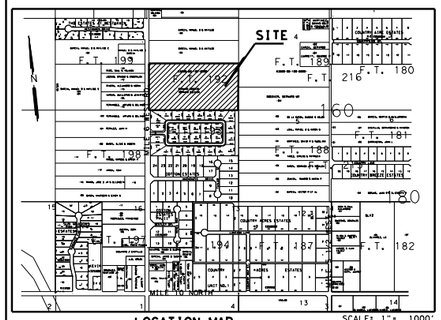
STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ALBERT HANKS PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED, THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS____ DAY OF_____ , 2021

NOTARY PUBLIC, FOR THE STATE OF TEXAS

OWNER: DII MANAGMENT LLC
ALBERT HANKS - MANAGER OF DII MANAGMENT, LLC
ADDRESS: 502 E. EXPRESSWAY 83, SUITE G
WESLACO, TEXAS. 78596



LOCATION MAP

SCALE: 1"= 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

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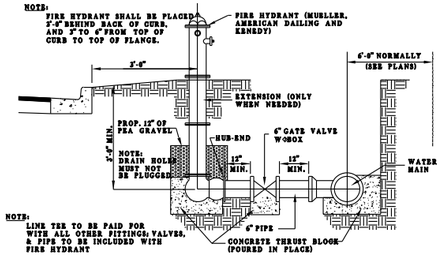
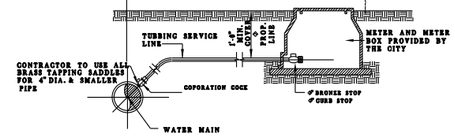
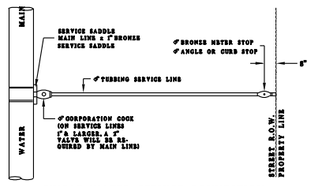


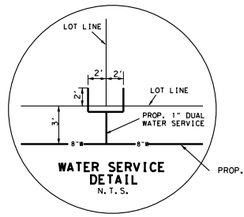
SECTION



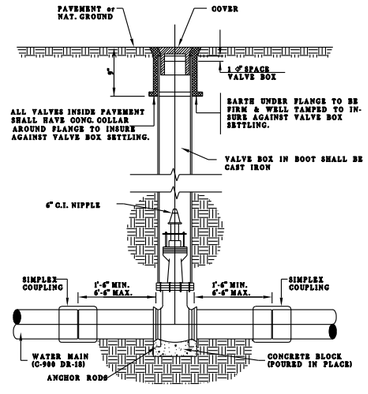
TYPICAL SERVICE CONNECTION



SINGLE WATER SERVICE CONNECTION



WATER SERVICE DETAIL
N.T.S.



TYPICAL VALVE and VALVE BOX INSTALLATION

COST ESTIMATE:

STREET PAVING:	**$ 296,236.75**
WATER SUPPLY SYSTEM	**$ 151,504.00**
SANITARY SEWER SYSTEMS	**45,000.00**
DRAINAGE	**$ 62,418.00**

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	ALBERT HANKS 502 E. EXPRESSWAY 83, SUITE G		WESLACO, TEXAS, 78596	(956) 630-0216
ENGINEER:	GUILLERMO A. ARRATIA	526 N. 5TH ST.	DONNA, TX 78537,	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE	WESLACO, TEXAS, 78596	(956) 968-2422

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

AMBER ESTATES WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.) THE SUBDIVIDER, AND N.A.W.S.C.. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C.. HAS AN EXISTING 10" DIAMETER WATERLINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF MILE 6 WEST ROAD
WATER DISTRIBUTION FOR AMBER ESTATES CONSIST OF A PROPOSED 8 INCH PVC WATERLINE LOOPED TO THE EXISTING 10 INCH WATERLINE AND 30 - ¾" DIAMETER WATER SERVICES AND 3 FIRE HYDRANTS.

FOR THIS SUBDIVISION, SAID SERVICES TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $96,004.00, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $25,500.00, WHICH COVERS THE COST FOR ALL THE LOTS , AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C.. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C.. , AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM AMBER ESTATES WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR GUSTAVO CHAPA REG. ◊ 9754, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS III SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,500.00 INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL, WITH THE FILING OF THIS PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK) REPRESENTING A "CASH DEPOSIT TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $ 45,000.00 WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILLINCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITTING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMITTO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.
THERE IS AN EXISTING SEPTIC TANK SYSTEM IN THIS SUBDIVISION

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

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 132,414.00
SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 45,000.00 FOR THE ENTIRE SUBDIVISION.

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE AMBER ESTATES RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C.. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C.. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE VIRIDIAN ESTATES CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 10 PULGADAS DE DIAMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA MILE 6 WEST ROAD Y SE INSTALARA UNA LINE DE 8 PULGADEAS DE AGUA, 30 SERVICIOS DE ¾ DE PULGADA SENCILLOS Y 3 HYDRANTES DE AGUA PARA ESTA SUBDIVISION Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 96,004.00

EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C.. $25,500.00 POR LOS LOTES QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C... LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. GUSTAVO CHAPA AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.
CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 60 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS, NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE LOS SISTEMAS INDIVIDUAL DE FOSAS SEPTICAS PARA LA SUBDIVISION ES DE $45,000.00 INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSAS SEPTICAS HA SIDO INSTALLADA EN EL PROCESO DE LA APROVACION FINAL.
EN CUALQUIER MOMENTO DESPUES QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALLACION DE UN SISTEMA SEPTICO ESCRIBIENDO O LLAMANDO AL DUENO DE LA SUBDIVISION Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACION PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SEPTICO. LAS FOSAS SEPTICAS DEBEN DE ESTAR INSTALLADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACION DE LUZ Y AGUA.

CERTIFICATION:

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

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $132,414.00
DENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN $ 45,000.00 PARA TODA LA SUBDIVISION

Guillermo Arratia P.E. 4/27/2021

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER # 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

INDEX TO SHEET OF AMBER ESTATES

SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; H.C.C.I.D. No. 9 CERTIFICATE OF APPROVAL; REVISION NOTES. H.C.H.D. CITY PLANNING AND CITY COMMISSSION'S CERTIFICATION AND CITY COUNCIL CERTIFICATION
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

DATE OF PREPARATION: APRIL 2, 2021

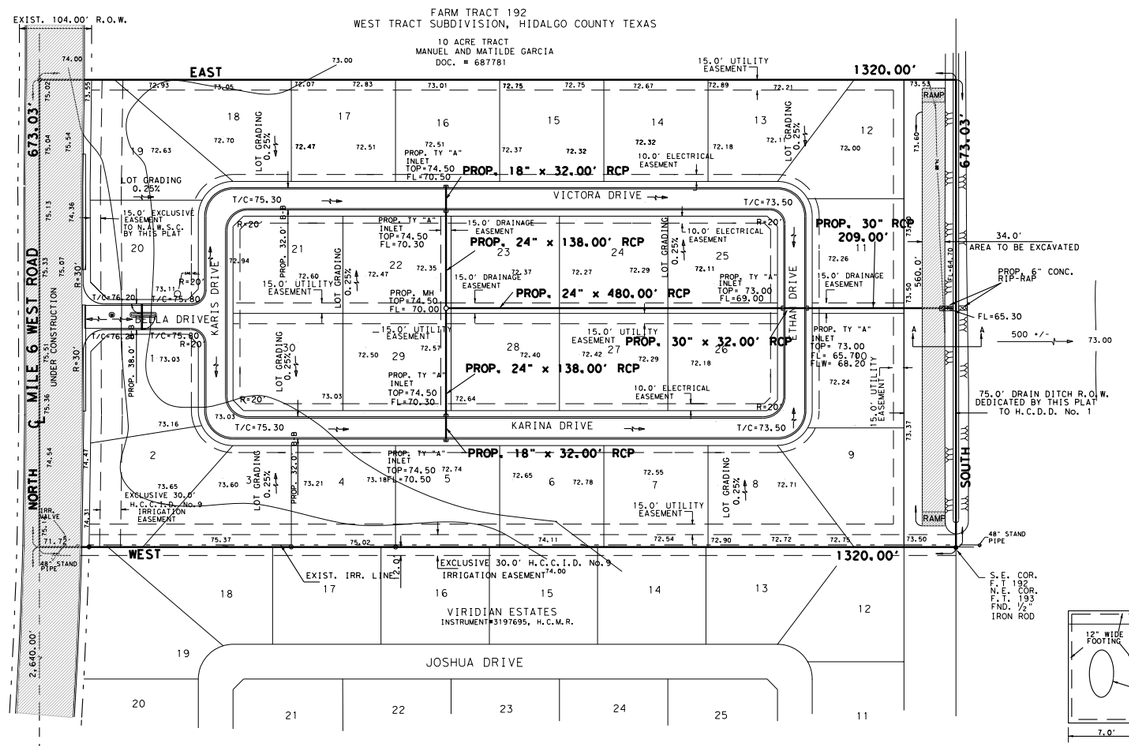
NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

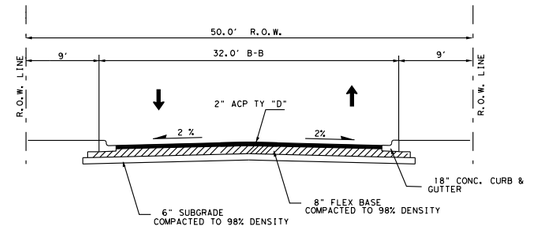
AMBER ESTATES
(PRIVATE GATED SUBDIVISION)

A 19.719 ACRE TRACT OF LAND OUT OF THE SOUTH HALF OF FARM TRACT 192, WEST TRACT SUBDIVISION A PER MAP RECORDED IN VOLUME 2, PAGES PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

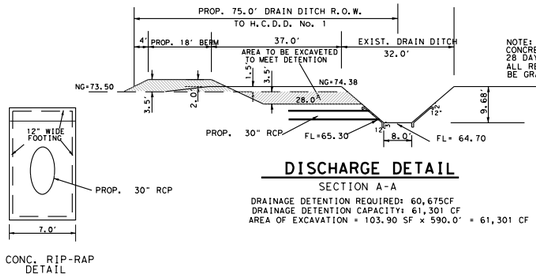
MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

SC: 1" = 100'





TYPICAL SECTION



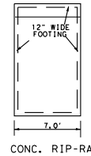
NOTE:
CONCRETE TO HAVE 3000 PSI 28 DAYS COMPRESSION STRENGHT
ALL REINFORCED STEEL SHALL BE GRADE 60

DISCHARGE DETAIL

SECTION A-A

DRAINAGE DETENTION REQUIRED: 60,675CF
DRAINAGE DETENTION CAPACITY: 61,301 CF
AREA OF EXCAVATION = 103.90 SF x 590.0' = 61,301 CF

CONC. RIP-RAP DETAIL



CONC. RIP-RAP

DRAINAGE REPORT

APRIL 7, 2021
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

AMBER ESTATES
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE EAST SIDE OF MILE 6 WEST ROAD, 2,640.00 FEET NORTH OF MILE 10 NORTH ROAD

FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF 500-YEAR FLOOD; AREAS 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LASS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
C.P.N. 480334 0450 CMAP REVISED: JUNE 6, 2000

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO (25) (28) SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY UNDEVELOPED. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (7.77 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE EAST SIDE OF THIS TRACT.

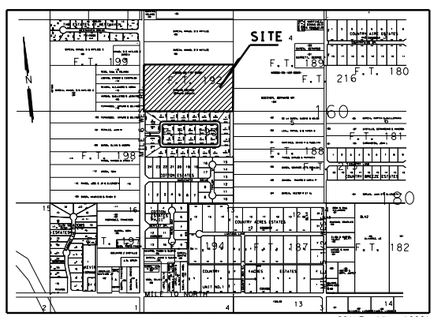
PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF 30 RESIDENTIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT WILL INCREASED 10.47 CFS FOR A TOTAL 18.2 CFS I HAVE CALCULATED THAT 60,675 CF OF STORM RUNOFF FOR A 50 YEAR DESIGN FREQUENCT AND WILL BE OUT FALLING INTO A PROPOSED STORM SEWER SYSTEM PIPES RANGING FROM 18" AND 36" WITH CURB INLETS AND OUT FALLING INTO A DRAIN DITCH LOCATED ON THE EAST SIDE OF THIS SUBDIVISION AND OWNED BY HIDALGO CAMERON COUNTY DAINAGE DISTRICT NO. 9. AND WILL BE DEDICATED TO H.C.D.D. NO. 1; DETENTION OF 60,675 CF WILL BE ACCOMPLISHED BY EXCAVATING THIS VOLUME ON SAID DRAIN DITCH.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A
THE SUBJECT TRACT LIES IN ZONE "X";
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
C.P.N. 480334 0450 C MAP REVISED: JUNE 6, 2000
MAP REVISED TO REFLECT LOMR: MAY-30-2002.
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

Guillermo Arratia P.E. 4/27/2021
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

GENERAL NOTES:
1. MIN. BUILDING SETBACK LINES:

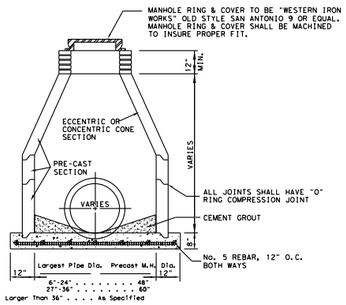


LOCATION MAP

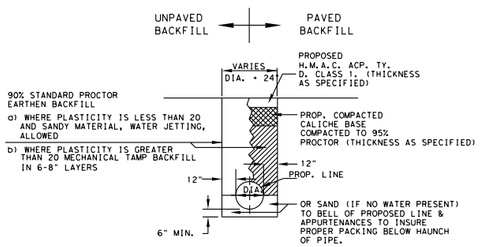
SCALE: 1"= 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

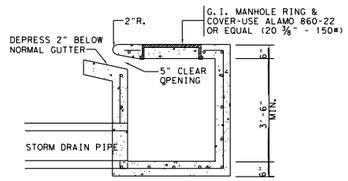
AMBER ESTATES IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 1 IN THE CENTRAL EAST OF HIDALGO COUNTY ON THE EAST SIDE OF MILE 6 WEST ROAD, ½ MILE NORTH OF MILE 10 NORTH ROAD. THE ONLY NEARBY MUNICIPALY IS THE CITY OF WESLACO ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 37,791 /2015 CENSUS). AMBER ESTATES LIES APPROXIMATELY 1.1 MILES FROM THE CITY LIMITS OF WESLACO AND LIES WITHIN THE CITY'S 3.5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021



STANDARD STORM SEWER PRE-CAST CONCRETE MANHOLE

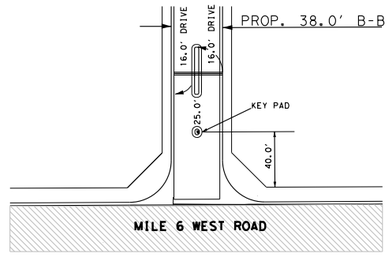


PIPE BEDDING DETAILS



ALL STEEL TO BE No. 4 BARS 12" SPACING IN BOTH DIRECTIONS.

TYPE "A" INLET



GATE DETAIL

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

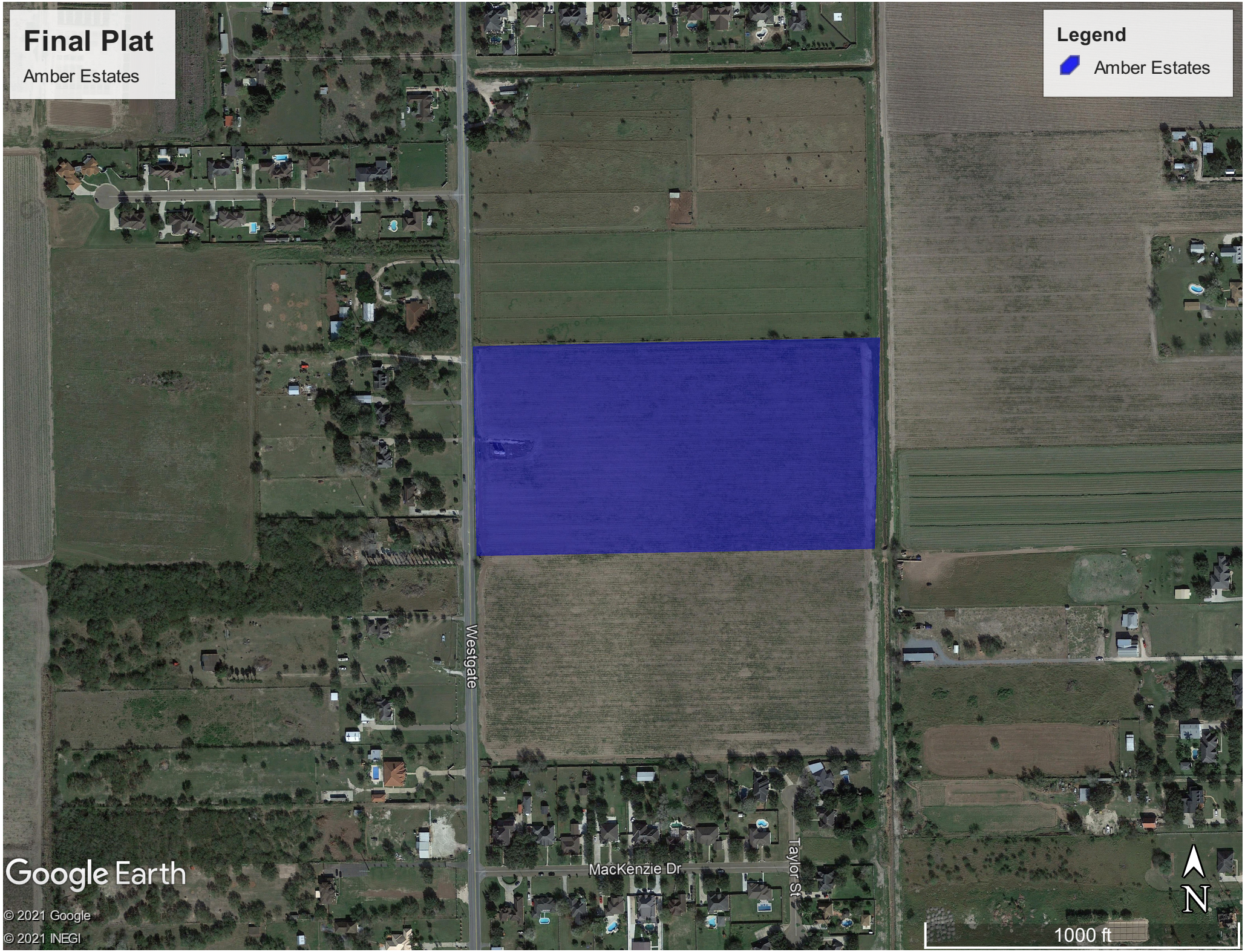
	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	ALBERT HANKS 502 E. EXPRESSWAY 83, SUITE		WESLACO, TEXAS. 78596	(956) 630-0216
ENGINEER:	GUILLERMO A. ARRATIA	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	(956) 968-2422

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

SHEET 3 OF 3

INDEX TO SHEET OF AMBER ESTATES

SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS;
	PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND
	RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL
	CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE
	OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE
	ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED;
	H.C.D.D. CERTIFICATION; H.C.C.I.D. No. 9 CERTIFICATE
	OF APPROVAL; REVISION NOTES, H.C.M.D. CITY PLANNING AND CITY COMMISSSION'S
	CERTIFICATION AND CITY COUNCIL CERTIFICATION
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION);
	TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS


Final Plat
Amber Estates
Legend
Amber Estates
Westgate
MacKenzie Dr
Taylor St
Google Earth
© 2021 Google
© 2021 INEGI
N
1000 ft

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4286
From:	
Subject: Discussion and consideration on Ordinance 2021-21 establishing a Series 2021 C.O. (Certificate of Construction) Construction Fund for Police, Fire and Library facilities and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-21. Possible action. (Staffed by Finance Department.)	
Background: The closing memorandum stipulates that the proceeds from the sales of the Certificates will be in the amount of $12,470,535.42 to be deposited in the Construction Fund. This funds will be used for the projects listed in the Official Statement as well as cost associated with the issuance of the C.O.'s. It is in the best interest of the city to be in compliance with the Official Statement.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Ordinance - First Reading 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: Notice of issuance was done in the Monitor on March 8 and 15, 2021.	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**	
NORMA CANTU VIDAL ROMAN Mike Perez	Created/Initiated Approved New
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval of the Ordinance.	
Attachments, if any: Memo on CO Construction Fund, O2021- 21 creation Series 21 C.O. Construction Fund	
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: June 15, 2021

To: Mayor & City Commission

CC: Mike R. Perez, City Manager

From: Vidal Roman, Finance Director

Re: Ordinance for a Budget Amendment and the Establishment of Series 2021 C.O. Construction Fund

Attached is the ordinance for creation of a Series 2021 C.O. Construction Fund. The purpose of this fund is for the construction of a Police, Fire and Library Projects as well as the payment for issuance cost. This fund will provide both transparency and accountability in tracking expenditures related to the projects.

The ordinance(s) also provides that funds cannot be withdrawn except with the authorization of the City Commission, and only in accordance with the Series 2021 C.O. Construction Fund of which the FY 2020-2021 budget will be amended and approved by the Commission this meeting as well. This will demonstrate that the City will continue in complying with intend use of funds.

Please do not hesitate to contact me at 956.968.3181

O R D I N A N C E

NO. 2021-21

AN ORDINANCE ESTABLISHING 2021 C.O. CONSTRUCTION FUND FOR THE SERIES 2021 CERTIFICATE OF OBLIGATION ISSUE; PROMULGATING RULES AND REGULATIONS CONCERNING THE BUILDING AND MAINTAINING OF SUCH FUND, AND THE PERMITTED WITHDRAWALS AND PROHIBITIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco provides services to the citizens of Weslaco to meet today's needs, as well as those of the future, and in turn the citizens pay taxes and fees for such services; and

WHEREAS, the City Commission determined the necessity for the Construction of public facilities including a Police, Fire and library and payment of cost issuance on the certificates; and

WHEREAS, the city issued certificates on May 2021 for beforehand projects; and

WHEREAS, the city received the proceeds and as per Certificate of Obligation requirements a separate fund needs to be set up to achieve a proper use and matching of revenues and debt service within each fiscal year.

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

(A) A fund is hereby established, to be maintained by the Finance Department and separately maintained from the other funds of the City, to be designated the 2021C.O. Construction Fund.

(B) Interest earned will vary from month to month and such proceeds will be deposited into this fund and be used for associated uses.

(C) At the option of the City Commission, any unexpended surplus finds will be available for other uses in the General Fund account,

§XXX EXPENDITURES FROM THE SERIES 2021 C.O. CONSTRUCTION FUND; PROHIBITED EXPENDITURES.

(A) Withdrawals from the Fund require the authorization of the City Commission. At the time of withdrawal, a plan to replenish the Fund over a reasonable time frame shall be adopted by the City Commission. The plan may or may not include a tax or rate increase, depending on the circumstances.

(B) Withdrawals from the Fund should be restricted to:
(1) cost associated with those projects listed in the Official Statement inclusive of cost related to the issuance of certificates.

(C) Withdrawal from the Fund should not be allowed for the following reasons:
(1) to make any expenditure not clearly and directly designated for the fund.

SECTION ONE. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Weslaco, Texas, and this Ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION TWO. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION THREE. This Ordinance shall become effective from and after its passage as provided by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of June 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: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4300

From:
VIDAL ROMAN

Subject:
Discussion and consideration on Ordinance 2021-22 approving a budget amendment for the Series 2021 C.O. Construction fund for construction of public safety facilities and library project costs in the amount of $12,397,753 and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-22. Possible action. (Staffed by Finance Department.)

Background:
The city issued Certificates of Obligation on April 15, 2021 for the purpose of constructing a new Police and Fire Facilities. This amendment serves as to the allocation of proceeds for each discussed project and having the legal authority to incur any expenditures in accomplishing the goals of the city.

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Budget Amendment
Ordinance - First Reading
Mayor's Signature

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

NORMA CANTU	Created/Initiated
VIDAL ROMAN	Approved
Mike Perez	New

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval of Ordinance on Budget Amendment.

Attachments, if any:
Budget Amendment Memo, BUDGET CHANGES_AMENDMENTS 2021, O2021-22 budget amendment bond series 2021

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: June 15, 2021

To: Mayor & City Commission

CC: Mike R. Perez, City Manager

From: Vidal Roman, Finance Director

Re: Ordinance for a Budget Amendment and the Establishment of Series 2021 C.O. Construction Fund

Attached is the ordinance proposing to amend the FY2020-2021 budget. The purpose of the amendment is for funding the Series 2021 projects that consist of Police and Fire Facilities as well the Library Projects and the associated issuance cost. The amount will be for $12,397,753.

The ordinance also provides that funds cannot be withdrawn except with the authorization of the City Commission, and only in accordance with the Series 2021 Certificate of Obligation stipulations.

Please do not hesitate to contact me at 956.968.3181

EXHIBIT A

CITY OF WESLACO
BUDGET AMENDMENT
FY 2020-21

FUND: **2021 C.O. Construction Fund**

DEPARTMENT: **Administration**

DATE: June 15,2021

BUDGET AMENDMENT # _____

FUND	G/L ACCT #	DESCRIPTIONS	PROJECT CODE	CURRENT BUDGET	DR	CR	REVISED BUDGET
408	4000-493000	Other Financing Sources		$ -	$ -	12,397,753	$ (12,397,753)
408		Building - Police			8,500,000		8,500,000
408		Building - Fire			2,700,000		2,700,000
408		Capital Outlay -TBD			1,050,000		1,050,000
408	5770-56330	Fiscal Charges - Issuance Cost	-	-	64,326	-	64,326
408	5770-56330	Fiscal Charges - Bond counsel	-	-	37,000	-	37,000
408	5770-56330	Fiscal Charges - Registrar Fees			250	-	250
303	10001025	I & S fund Deposit			46,177	-	46,177
			-	-	-	-	-
			-	-	-	-	-
			-	-	-	-	-
			-	-	-	-	-
			-	-	-	-	-
				$ -	**$ 12,397,753**	**$ 12,397,753**	**$ -**

(Round up all amounts to the nearest dollar)

Justification:

To record Cerificate of Obligation proceeds and associated project and issuance costs.

Department Head Approval **Date**

Finance Director **Date**

[redacted] City Manager Date

EXHIBIT A

ORDINANCE 21-22

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 IN THE AMOUNT OF $12,397,753 FOR PUBLIC FACILITIES IMPROVEMENTS; 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 A 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 A 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 identified in such Exhibit A 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 A.

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 its final reading unless otherwise noted it would become effective on its first reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of June 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: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4287

From:

Subject:
Discussion and consideration on Ordinance 2021-23 establishing an Interest & Sinking Debt Fund on the Series 2021 Certificate of Obligation related to public facilities namely Police, Fire and Library and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-23. Possible action. (Staffed by Finance Department.)

Background:
Series 2021 C.O. Construction Fund was created with the issuance of certificates and now the city needs to establish a separate Interest & Sinking Fund to account for the collections of taxes and reserving the funds to pay any debt associated with the issuance.

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Ordinance - First Reading
Mayor's Signature

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

NORMA CANTU	Created/Initiated
VIDAL ROMAN	Approved
Mike Perez	New

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
O2021- 23 establish I &S Debt Fund Series CO 2021

Responsibilities upon Approval:
Creation of fund and respective accounts.

O R D I N A N C E

NO. 2021-23

AN ORDINANCE ESTABLISHING A INTEREST & SINKING FUND FOR THE SERIES 2021 CERTIFICATE OF OBLIGATION ISSUE; PROMULGATING RULES AND REGULATIONS CONCERNING THE BUILDING AND MAINTAINING OF SUCH FUND, AND THE PERMITTED WITHDRAWALS AND PROHIBITIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco provides services to the citizens of Weslaco to meet today's needs, as well as those of the future, and in turn the citizens pay taxes and fees for such services; and

WHEREAS, the City Commission determined the necessity the Construction of public facilities including a Police, Fire and library and payment of cost issuance on the certificates; and

WHEREAS, the city issued certificates on May 2021 for beforehand projects; and

WHEREAS, the city received the proceeds and as per Certificate of Obligation requirements a Interest and Sinking fund needs to be set up to achieve a proper matching of revenues and debt service within each fiscal year;

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

(A) A fund is hereby established, to be maintained by the Finance Department and separately maintained from the other funds of the City, to be designated the Series 2021 I & S Debt Fund.

(B) Contributions may vary from year to year when the Fund has produced a surplus after payment of all debt service, the fund shall be depleted at least once each year except for an amount not in excess of (a) one-twelfth of the debt service on the Certificates for the previous year or (b) the previous year's earnings on the Interest and Sinking Fund.

(C) At the option of the City Commission, the surplus finds will be available for other uses in the General Fund account,

§XXX EXPENDITURES FROM THE SERIES 2021 DEBT SERVICE FUND; PROHIBITED EXPENDITURES.

(A) Withdrawals from the Fund require the authorization of the City Commission. At the time of withdrawal, a plan to replenish the Fund over a reasonable time frame shall be

adopted by the City Commission. The plan may or may not include a tax or rate increase, depending on the circumstances.

(B) Withdrawals from the Fund should be restricted to:
(1) pay for Principal and Interest payments only as per the schedule.

(C) Withdrawal from the Fund should not be allowed for the following reasons:
(1) to make any expenditure not clearly and directly for an approved Debt,

SECTION ONE. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Weslaco, Texas, and this Ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION TWO. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION THREE. This Ordinance shall become effective from and after its passage as provided by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of June 2021.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____th 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: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4291	
From: David Arce		
Subject: Discussion and consideration to purchase a debris tank for Vactor Truck Unit 457 from Heil of Texas in the amount not to exceed $63,618 and authorize Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background:		
Funding Source (budget code, if applicable)**:**		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Olga Garza Pete Garcia Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo Purchase of Debris Tank, RPQQ48927.1_HEILS_I_60b14b4a5f0cc, RPQQ48927.2_HEILS_I_60b14b5913a05		
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: June 10, 2021

To: City Commission

From: David Arce, Public Works Deputy Director

Subject: Debris Tank for Vactor Truck Unit #457

Cc: Mike Perez, City Manager

This item is to request approval to purchase a new debris tank for our Vactor Truck (Unit #457) which collapsed on February 19, 2021 while vacuuming out grease from a lift station. We have submitted a claim to TML but we have not received a response and we need this truck up and running for storm and sewer cleaning around the city.

The cost to purchase the debris tank is $63,618 including freight. The installation is to be done in-house with our Fleet Maintenance staff.

Staff recommends approval.

HEIL OF TEXAS

503 Pop Gunn Road
San Antonio, Texas 78219
Phone: (210) 224-5800
Fax: (210) 223-0033

Remit To: Interstate Billing Service
PO Box 2208
Decatur, AL 35609-2208

DISCLAIMERS OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller, HEIL OF TEXAS, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller, HEIL OF TEXAS, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
28 MAY 21	MARCELO	28 MAY 21		Q48927

QUOTE

SOLD TO
ACCT. NO. 320132

CITY OF WESLACO
255 S KANSAS AVE
WESLACO, TX 78596-6158

SHIP TO
IBS ACCT. # (099)032-0132 PAGE 1 OF 1

CITY OF WESLACO
255 S KANSAS AVE
WESLACO, TX 78596-6158

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
	JC		CHARGE NON TAXABLE	SAN ANTONIO, TX

ORD	QUANTITY SHIP	B.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	NEW	LPMISC	DEBRIS TAN	8617.54	8617.54	58,617.54
				THANK YOU MARCELO FOR YOUR ORDER			
				PARTS FOR UNIT# 457PUD			
				FREIGHT 5000.00			
				**** I N V O I C E Q U O T E - DO NOT PAY ****			

WARRANTY PARTS MUST BE RETURNED WITHIN 14 CALENDAR DAYS TO BE ELIGIBLE FOR WARRANTY CONSIDERATION.

THANKS FOR YOUR BUSINESS
OUR HOURS ARE 8:00-5:00 MON-FRI
PHONE 210-224-5800 FAX 210-223-0033
****HEIL OF TEXAS****
503 POP GUNN ST. SAN ANTONIO TX

14:57

CUSTOMER'S SIGNATURE
X

PARTS	58,617.54
SUBLET	
FREIGHT	5,000.00
SALES TAX	0.00
TOTAL	$63,617.54

ALL BILLS DUE AND PAYABLE IN OUR OFFICES - Interstate Billing Service · PO Box 2208 · Decatur, AL 35609-2208

TERMS: Due and payable on receipt of invoice subject to a late charge at the highest rate permitted by law, but not to exceed two (2%) per month if unpaid by the last day of month following the statement date. The late charge is not intended as an alternative to payment when due. ALL RETURNED PARTS ARE SUBJECT TO A RESTOCKING CHARGE. PARTS MUST BE RETURNED ALONG WITH INVOICE WITHIN 30 DAYS OR CREDIT WILL NOT BE RETURNED. NO RETURNS ON ELECTRICAL ITEMS.

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ORIGINAL COPY

HEIL OF TEXAS

503 Pop Gunn Road
San Antonio, Texas 78219
Phone: (210) 224-5800
Fax: (210) 223-0033

Remit To: Interstate Billing Service
PO Box 2208
Decatur, AL 35609-2208

DISCLAIMERS OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller, HEIL OF TEXAS, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller, HEIL OF TEXAS, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
28 MAY 21	MARCELO	28 MAY 21		Q48927

QUOTE

SOLD TO
ACCT. NO. 320132

CITY OF WESLACO
255 S KANSAS AVE
WESLACO, TX 78596-6158

SHIP TO
IBS ACCT. # (099)032-0132 PAGE 1 OF 1

CITY OF WESLACO
255 S KANSAS AVE
WESLACO, TX 78596-6158

SHIP VIA	SLSM.	B/L NO.	TERMS	F.O.B. POINT
	JC		CHARGE NON TAXABLE	SAN ANTONIO, TX

ORD	QUANTITY SHIP	BIN	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	NEW	LPMISC	DEBRIS TAN	8617.54	8617.54	58,617.54
80	80	SHOP	LABOR	LABOR	250.00	155.00	12,400.00
			THANK YOU MARCELO FOR YOUR ORDER				
			PARTS FOR UNIT# 457PUD				
			FREIGHT 5000.00				
			**** I N V O I C E Q U O T E - DO NOT PAY ****				
			WARRANTY PARTS MUST BE RETURNED WITHIN 14 CALENDAR DAYS TO BE ELIGIBLE FOR WARRANTY CONSIDERATION.				

THANKS FOR YOUR BUSINESS
OUR HOURS ARE 8:00-5:00 MON-FRI
PHONE 210-224-5800 FAX 210-223-0033
****HEIL OF TEXAS****
503 POP GUNN ST. SAN ANTONIO TX

14:57

CUSTOMER'S SIGNATURE
X

PARTS	71,017.54
SUBLET	
FREIGHT	5,000.00
SALES TAX	0.00
TOTAL	$76,017.54

ALL BILLS DUE AND PAYABLE IN OUR OFFICES - Interstate Billing Service · PO Box 2208 · Decatur, AL 35609-2208

TERMS: Due and payable on receipt of invoice subject to a late charge at the highest rate permitted by law, but not to exceed two (2%) per month if unpaid by the last day of month following the statement date. The late charge is not intended as an alternative to payment when due. ALL RETURNED PARTS ARE SUBJECT TO A RESTOCKING CHARGE. PARTS MUST BE RETURNED ALONG WITH INVOICE WITHIN 30 DAYS OR CREDIT WILL NOT BE RETURNED. NO RETURNS ON ELECTRICAL ITEMS.

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ORIGINAL COPY

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4182
From: Olga Garza	
Subject: Discussion and consideration to award RFB No.: 2020-21-18 to IPL North America for the purchase of 12,000 (96 gallon) residential trash cans in the amount not to exceed $594,398 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)	
Background:	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Mayor's Signature	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**	
David Arce Pete Garcia Mike Perez	Created/Initiated Approved New
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: Memo 96 Gallon Residential Trash Cans, TRASH CAN TAB 5.6.2021 (1)	
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: June 15, 2021

To: City Commission

From: Olga Garza, Assistant Public Works Director

Subject: 96 Gallon Residential Trash Cans

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

On May 6, we received 4 bids for the 96 Gallon Residential Trash Cans RFB No.: 2020-21-18. Public Works Department is requesting approval to award the lowest bid to IPL North America in the amount of $594,398. Item meets minimum specifications.

Staff Recommends Approval.

CITY OF WESLACO
RESIDENTIAL TRASH CAN 96 GALLON / RFB NO.: 2020-21-18
Bid Opening held on: 5/6/2021 @ 3:00 PM via ZOOM

			REHRIG PACIFIC 720 DECKER RD. BELTON, TEXAS 76513 254-498-3801 JOSH TUBBS jtubbs@rehrig.com		IPL NORTH AMERICA 165 INDUSTRIAL PARK FORSYTH, GEORGIA 31029 418-789-2880 MATT BEEMAN jean-philippe.theriault@iplglobal.com		TOTER, LLC 841 MEACHAM ROAD STATEVILLE, NORTH CAROLINA 28677 800-424-0422 KELLIE K. CLARK kclark@toter.com	
Item	**Description**	**Estimated Qty**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	TRASH CAN	12,000	$51.75	$621,000.00	$45.15	$541,800.00	$52.35	$628,200.00
2	FREIGHT	1	$16,650.00	$16,650.00	$52,598.00	$52,598.00	$23,965.200	$23,965.20
			10 DAYS		30-35 DAYS		105 DAYS	
				$637,650.00		$594,398.00		$652,165.20

			OTTO ENVIRONMENTAL SYSTEMS N.A. 12700 GENERAL DRIVE CHARLOTTE, NORTH CAROLINA 28273 980-275-5457 SANDRA ABDOW sandra.adbow@otto-usa.com	
Item	**Description**	**Estimated Qty**	**Unit Price**	**Total Price**
1	TRASH CAN	12,376	$49.00	$606,424.00
2	FREIGHT	1	$34,034.00	$34,034.00
			45 DAYS	
				$640,458.00

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4294

From:
Olga Garza

Subject:
Discussion and consideration to approve Ordinance 2021-24 budget amendments for purchase of a 40 yd. Grapple Brush Truck not to exceed $194,640 and purchase of 96-Gallon Residential Bins not to exceed $594,398 and authorize the Mayor to execute any related documents. First reading of Ordinance 2021-24. Possible action. (Staffed by Public Works Department.)

Background:

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature
Budget Amendment
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)**:**

Olga Garza	Created/Initiated
Pete Garcia	Approved
Mike Perez	New

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
BUDGET AMENDMENT.CHANGE FY 2021 Sanitation Fund, O2021-24 budget amendment 40yd brush truck and residential bins

Responsibilities upon Approval:

CITY OF WESLACO
BUDGET AMENDMENT
FY 2020-2021

FUND: **540-Sanitation**

DEPARTMENT: **5330 & 5336** BUDGET AMENDMENT #

DATE:

FUND	G/L ACCT #	DESCRIPTIONS	CURRENT BUDGET	INCREASE	DECREASE	REVISED BUDGET
540	5330-554240	Vehicles	-	194,640		194,640
540	5336-554131	Tools & Equipment	177,552	594,398		771,950
						-
						-
						-
						-
						-
						-
						-
						-
			$ 177,552	**$ 789,038**	**$ -**	**$ 966,590**

(Round up all amounts to the nearest dollar)

Justification:

Budget amendment ($194,640) to purchase 40 Yd Grapple Truck (approved by City Commission on 6/1/21)

Budget amendment ($594,398) to purchase Residential Bins

Department Head Approval **Date**

Finance Director **Date**

City Manager **Date**

ORDINANCE 2021-24

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 IN THE SANITATION FUND $194,640.00 (NET) FOR THE PURCHASE OF A 40 YD GRAPPLE BRUSH TRUCK AND EXTENDED WARRANTY AND $594,398 FOR THE PURCHASE OF 96 GALLON RESIDENTIAL BINS; 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 in the amount as set forth in the budget amendment form attached.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of June 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: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4295
From: Albert Aldana	
Subject: Discussion and consideration on change order #10 to extend the date of project completion from June 16, 2021 to November 30, 2021 for the Pleasantview & 11th Street Drainage improvements Project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)	
Background: The contract called for completion of this project on June 16, 2021. However, due to delays on the project resulting from several factors, the work cannot be completed by this date. The lone task remaining on the project is the installation of two 60" pipes at the FM 1015 crossing. This task is estimated to take approximately 60 days to complete. In order to eliminate the potential of significant damage from a hurricane during the construction of this project, it is recommended that construction of this crossing be completed after the hurricane season.	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted: Mayor's Signature	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**	
ADELAIDA VEGA Albert Aldana Mike Perez	Created/Initiated Approved New
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: AIA Change Order No 010 (Rev)	
Responsibilities upon Approval:	

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☐
ENGINEER ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT:
Pleasantview & 11th St Drainage Improvements
Weslaco, TX

TO CONTRACTOR:
Rigney Construction LLC
7011 N. Seminary Rd.
Edinburg, TX 78541

CHANGE ORDER NUMBER: 10
DATE: 5/27/2021
ENGINEER'S PROJECT NO.: 19-125
CONTRACT DATE: 9/11/2020
CONTRACT FOR: Drainage Improvements

The Contract is changed as follows:

REQUEST FOR TIME EXTENSION $ -

Due to 8 month delay by Owner in obtaining Right of Way for Bore and requesting that the Bore be scheduled after October due to Hurricane Season (06/16/2021 to 11/30/2021)

Not valid until signed by the Owner, Engineer and Contractor.

The original (Contract Sum) was	$2,851,562
Net change by previously authorized Change orders	$174,334
The (Contract Sum) prior to this Change order was	$3,025,896
The (Contract Sum) will be (unchanged) by this Change Order	$0
The new (Contract Sum) including this Change order will be	$3,025,896

The Contract Time will be (increased) by 168 calendar days
The date of Substantial Completion as of the date of this Change Order therefore is November 30, 2021

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

SWG Engineering, Inc.	Rigney Construction LLC	City of Weslaco
ENGINEER	CONTRACTOR	OWNER
611 S. International Blvd.	7011 N. Seminary Rd.	255 S, Kansas Ave.
Address	Address	Address
Weslaco, TX 78596	Edinburg, TX 78541	Weslaco, TX 78596
BY P.E.	BY John Rigney	BY
Jose Reyes, Jr., P.E.	John Rigney, President	
DATE 5/28/2021	DATE 05/28/21	DATE

AIA DOCUMENT G701 - CHANGE ORDER - 1987 EDITION - AIA REGISTERED - COPYRIGHT 1987 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N. W., WASHINGTON, D. C. 20006

G701-1987

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4306

From:
Albert Aldana

Subject:
Discussion and consideration on request from Weslaco Museum to close Texas Boulevard on July 3, 2021 from 10am to 1pm for Flag Retirement Ceremony event and closure of the east bound section of 5th Street from the alleyway to Texas Boulevard from 11am to 3pm and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation for proposed street closure affecting state right-of-way. Possible action. (Staffed by Engineering Department.)

Background:
The Weslaco Museum proposes to close Texas Blvd to Thru Traffic Between 5th and 6th Streets on Saturday, July 3, 2021 for three hours between 10:00 AM and 1:00 PM. A TxDOT permit requires that the City Commission approve this proposed closure.

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

ADELAIDA VEGA	Created/Initiated
Albert Aldana	Approved
Mike Perez	New

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval

Attachments, if any:
Flag Retirement Ceremony-Texas Blvd Closure

Responsibilities upon Approval:

Alberto J. Aldana

From: director weslacomuseum.org <director@weslacomuseum.org>
Sent: Wednesday, June 9, 2021 2:57 PM
To: Norma Cantu <nacantu@weslacotx.gov>; Mike Perez <mrperez@weslacotx.gov>; David Suarez <david.suarez@weslacotx.gov>
Subject: Flag Retirement Ceremony

Good afternoon,

The Weslaco Museum is seeking permission from the city to hold a Flag Retirement Ceremony with the assistance of Boy Scout Troop 34 on July 3rd at 10:00. This event requires a fire pit in order to ceremoniously retire the flags. We are reaching out to TXDOT to close off the section of Texas Blvd. directly in front of the museum from 10:00 a.m. until 1:00 p.m. for this event. We are also seeking to close the east bound section of 5th Street, on the north side of the museum, from 11:00 a.m. until 3:00 p.m. The museum will hold a "Sidewalk Chalk Art Competition" during this time. The requests to closed the portions of Texas Blvd. and 5th Street are to protect the children that will be participating in both of these events. Not wanting to keep Texas Blvd. closed for 5 hours, we are only asking for the 3 hour period. From there we will move cars into the parking spaces in front, in order to protect the children from any traffic.

We have never had an event of this type, and we are learning as we go about from whom we need permission. If this is approved by your office, we will contact the Weslaco PD or Hidalgo County Sherriff's Department, whichever the case deems necessary, to further this event.

We hope that these events will meet with the City's approval. I look forward to hearing back from you on this. Enjoy your afternoon.

Sheila R. Shidler
Executive Director
director@weslacomuseum.org
500 S. Texas Blvd.
Weslaco Texas 78596
(956) 968 9142
www.Weslacomuseum.org

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4296

From:
Albert Aldana

Subject:
Discussion and consideration to approve amending the contract with Total Commitment, LLC in the amount of $500,000 for the Pleasantview RDF Project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Background:
A revised fee was negotiated for the proposed Pleasantview RDF project based on excavated material being stockpiled adjacent to the site and material from the north side of the RDF being loaded by contractor and hauled off by City to the South Treatment Plant. See attached proposed contract agreement.

Funding Source (budget code, if applicable)**:**

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

If item previously considered, provide date and action by Commission:

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**

ADELAIDA VEGA	Created/Initiated
Albert Aldana	Approved
Mike Perez	New

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval

Attachments, if any:
AJA Memo re Pleasantview RDF Project, RDF Facility - Value Engineered Proposal_06-08-21, Agreement Between Owner & Contractor_Pleasantview RDF Project

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

TO: **Mayor and City Commission**

FROM: **Albert J. Aldana, P.E., City Manager**

SUBJECT: **Pleasantview RDF Project**

DATE: **June 8, 2021**

Attached please find a proposed contract agreement for $500,000.00 with Total Commitment, LLC for construction of the proposed Pleasantview RDF project. The scope of work for this project involves excavation of the RDF in accordance with plans and specifications with the exception that the dirt/material located on the north side of the RDF on city property will be hauled off by the City of Weslaco.

See attached proposed contract agreement with Total Commitment.

Approval of this agreement is recommended.

TOTAL COMMITMENT CONSTRUCTION CO., LLC

OFFICE: (956) 519-7111 **TOTALCOMMITMENTLLC@YAHOO.COM** **FAX: (956) 302-9274**

Date: 06/08/2021

VALUE ENGINEERED PROPOSAL FOR:

REGIONAL DETENTION FACILITY FOR PLEASANTVIEW AND 11TH STREET PROJECT

RFB NO. 2020-21-15

City Management,

In an attempt to assist the City of Weslaco in value engineering the **Regional Detention Facility for Pleasantview and 11th Street Project – RFB NO. 2020-21-15**, Total Commitment Construction Co., LLC has offered in Lieu of original bid, to place all dirt excavated from Mr. Reye's property onto his property as per bid item and all other dirt to be hauled off by Contractor (Total Commitment Construction) to be used at our discretion. In the event that the City of Weslaco is interested in taking dirt for the City's use, Total Commitment Construction has agreed to load dirt materials onto trucks that city will send to haul off to their desired location. Total Commitment Construction Co., LLC proposed a revised fee of $500,000 for the cost of this alteration to original bid.

Thank you,

Pedro A. Gutierrez Jr.
956-221-4101

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **CITY OF WESLACO** ("Owner") and **TOTAL COMMITMENT, LLC** "Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Pleasantview RDF Project**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Pleasantview RDF Project**

ARTICLE 3—ENGINEER

3.01 The Owner has retained Cruz-Hogan, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Cruz-Hogan, Inc**.**

ARTICLE 4—CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

The work is expected to commence in July of 2020 with an anticipated completion of September 2021

4.03 Contract Times: Days

A. The Work will be substantially complete within **90** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **120** days after the date when the Contract Times commence to run.

4.04 Milestones

A. Excavation of Regional Detention Pond

B. Stockpiling of excavated material

4.05 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **$150.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$100.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). **(Please see attached Bid Form.)**

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $__.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. Payment terms are net 30.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

    a. 90 percent of the value of the Work completed (with the balance being retainage).

        1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

    b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price after approval by City Commission.

6.04 Consent of Surety

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest - NA

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of all of the following:

1. This Agreement.

2. Bonds:

a. Performance bond (together with power of attorney).

b. Payment bond (together with power of attorney).

3. General Conditions.

4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of **26** sheets, including coversheet, with each sheet bearing the following general title: **Regional Detention Facility for Pleasantview & 11th St. Project**

7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate.

This Agreement will be effective on date of the signature by Owner (which is the Effective Date of the Contract).

Owner:

CITY OF WESLACO
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(Individual's Signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

Phone: _____

Email: _____

Contractor:

TOTAL COMMITMENT, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

TOTAL COMMITMENT CONSTRUCTION CO., LLC

OFFICE: (956) 519-7111 **TOTALCOMMITMENTLLC@YAHOO.COM** **FAX: (956) 302-9274**

Date: 06/08/2021

VALUE ENGINEERED PROPOSAL FOR:

REGIONAL DETENTION FACILITY FOR PLEASANTVIEW AND 11TH STREET PROJECT

RFB NO. 2020-21-15

City Management,

In an attempt to assist the City of Weslaco in value engineering the **Regional Detention Facility for Pleasantview and 11th Street Project – RFB NO. 2020-21-15**, Total Commitment Construction Co., LLC has offered in Lieu of original bid, to place all dirt excavated from Mr. Reye's property onto his property as per bid item and all other dirt to be hauled off by Contractor (Total Commitment Construction) to be used at our discretion. In the event that the City of Weslaco is interested in taking dirt for the City's use, Total Commitment Construction has agreed to load dirt materials onto trucks that city will send to haul off to their desired location. Total Commitment Construction Co., LLC proposed a revised fee of $500,000 for the cost of this alteration to original bid.

Thank you,

Pedro A. Gutierrez Jr.
956-221-4101

Standardized Agenda Request Form

Date of Meeting: June 15, 2021	**Agenda Item No.** (to be assigned by CSO)**:** 2021-4299
From:	
Subject: Discussion and consideration to approve scoring matrix for Fire and Police with Municipal Court construction project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)	
Background: As per the request of the City Commission, staff is presenting a scoring matrix for bid scoring criteria for the fire and police construction project.	
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: June 1, 2021		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
ADELAIDA VEGA ANDREW MUNOZ Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Fire PD Scoring Matrix		
Responsibilities upon Approval: Add scoring matrix to bid specifications and solicit for competitive sealed bids.		

Weslaco Fire and Police Scoring Matrix

1 Proposal Price: 50 Points Max

1.1 Base Bid (Bid Proposal Form)

2 Qualifications/Experience: 10 Points Max

2.1 Number of years in business
2.2 List at least five (5) similar projects, client and construction cost
2.3 Provide contractor's qualification statement form (Ex. AIA 305)

3 Financial Strength: 10 Points Max

3.1 List at least five (5) similar projects with a budget of over $8 million dollars
3.2 Number of Liens place on the project

4 Past Performance: 10 Points Max

3.1 List ten (10) projects for which company have provided services in the past five years. Provide name, telephone number of contact person
3.2 Describe history of change order and proposed method of detailing cost of change orders.
3.3 Were the projects completed on schedule and were warranty item completed timely.

5 Contractor Management/Personnel: 10 Points Max

4.1 Provide resume of proposed project manager, project superintendent and oth key personnel
4.2 Provide proposed project team strucutre
4.3 Requests for Proposal completeness

6 Sub-Contractors List: 5 Points Max

5.1 List proposed Subcontractors for this Project

7 Safety Record: 5 Points Max

6.1 Provide necessary insurance documents
6.2 Number of accidents/injuries on the worksite