



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, DECEMBER 19, 2017**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, December 19, 2017 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

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

II. PUBLIC COMMENTS

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

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

III. PUBLIC HEARING

- A. To solicit input on behalf of Rashad Javed Rana to rezone 1720 W. 18th Street also being the 3.00 acres out of Farm Tract 658, West Tract, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-3 Rural District.

IV. CONSENT AGENDA

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

A. Approval of the following:

- 1.) Minutes of the Regular Meeting on December 5, 2017
- 2.) Record of the Workshop on December 6, 2017. (Staffed by City Secretary's Office.) Attachment.

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

- 1) Ordinance 2017-53 authorizing a budget amendment as appropriate in the amount of \$17,167.11 to purchase Water Rescue Dry Suits awarded under a Homeland Security Grant and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment

C. Approval of the request from the Weslaco Area Chamber of Commerce to hold the 29th Annual Texas Onion Fest on Saturday, March 24, 2018 at the Mayor Pablo G. Pena City Park on Airport Drive, to sell beer during the event, to place a banner promoting the event at the intersection of Texas and Pike Boulevard and Westgate and Frontage for two weeks prior to the event, to waive appropriate ordinances associated with the event and allow a carnival. (Requested by Weslaco Area Chamber of Commerce.) Attachment

D. Authorization to solicit Requests for Proposals (RFP) for Fireworks Display for 4th of July Celebration at Harlon Block Park or Pablo G Pena City Park on Wednesday, July 4, 2018, and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment

E. Approval of Resolution 2017-86 authorizing the submittal of a Solid Waste Grant Application to the Lower Rio Grande Valley Development Council in the amount of \$30,000.00 for fiscal years 2017 and 2018 to fund the operations of the Recycle Center, authorized acceptance upon award, and authorize the Mayor to execute any related documents. (Staffed by Public Works.) Attachment

V. APPOINTMENTS

- A. Discussion and consideration to approve Resolution 2017-85 establishing an appointment policy and rotation schedule for the designation of the Mayor Pro Tempore. Possible action. (Staffed by City Secretary's Office.) Attachment

VI. OLD BUSINESS

- A. Discussion and consideration to approve the FY 2017-2018 Proposed Street Improvement Project and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item October 17, 2017; Staffed by Public Works.) Attachment
- B. Discussion and consideration on Resolution 2017-84 to terminate the Multiple Use Agreement with the Texas Department of Transportation for inactive approved bus stop locations along their right-of-way on U.S. Business Highway 83 and Texas Boulevard. Possible action. (There was no action on December 5, 2017; Staffed by Planning and Code Enforcement.) Attachment

VII. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Rashad Javed Rana to approve Ordinance 2017-54 rezoning 1720 W. 18th Street also being the 3.00 acres out of Farm Tract 658, West Tract, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-3 Rural District. First reading of Ordinance 2017-54. Possible action. (This item requires three-fourths vote as it was denied by Planning and Zoning Commission; Staffed by Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration to approve a six-month extension of the Final Plat for Descanso Subdivision – being a 5.278 acres out of Farm Tract 743, the West and Adams Tract Subdivision Weslaco, Hidalgo County, Texas, located at 2200 S. Texas Boulevard. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- C. Discussion and consideration to approve City cost share participation in an amount not to exceed \$43,000.00 for sanitary sewer upgrades on the Midway Mobile Subdivision to accommodate future growth. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- D. Discussion and consideration to approve final payment to CDM Constructors, Inc. for the Weslaco Water Treatment Plant & Offsite Distribution System Project. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

- E. Discussion and consideration to approve Interlocal Agreement for Mile 6 West Project Phase III with Hidalgo County for an amount not to exceed \$532,772.26. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- F. Discussion and consideration to amend Section V of the Interlocal Cooperation Agreement for Tax Assessment and Collection and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- G. Discussion and consideration to allow the Library to participate within the Region 1 ERate application for the establishment of a regional fiber optic network and to submit a Letter of Agency allowing Region 1 to apply on behalf of the City of Weslaco. Possible action. (Staffed by Library.) Attachment
- H. Discussion and consideration to approve final payment and execution of the substantial completion document for the Roof Renovation Project at the Mayor Joe V Sanchez Public Library. Possible action. (Staffed by Library.) Attachment
- I. Discussion and consideration to approve Ordinance 2017-55 authorizing a budget amendment for Airport in amount of \$41,815.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment
- J. Discussion and consideration to terminate the Fire Service contract with the City of Progreso for fire protection services within the City of Progreso by the Weslaco Fire Department. Possible action. (Staffed by Fire Department.)

VIII. REPORTS

- A. Report by Perdue Brandon Fielder Collins & Mott LLP on delinquent tax collection.
- B. Report by Lower Rio Grande Valley Development Council on Valley Metro Ridership Program.

IX. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- B. Personnel - Discussion and possible selection of Interim Police Chief as authorized by Section 551.074 of the Texas Government Code.
- C. Pending Litigation - Consultation with City Attorney regarding *City of Weslaco v. Briones Consulting and Engineering* as authorized by §551.071 of the Texas Government Code.
- D. Legal Consultation - Seek City Attorney opinion relating to the mediation with CDM as authorized by §551.071 of the Texas Government Code.
- E. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related for retail development Project Ocean as authorized by §551.087 of The Texas Government Code.
- F. Economic Development – Consultation with City Attorney regarding Economic Development incentive program related to Project Anchor as authorized by §551.087 of the Texas Government Code.
- G. Real Property – Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property consisting of 2 acres more or less with improvements out of Farm Tract 666 located on South Westgate Drive as authorized by §551.072 of

the Texas Local Government Code.

- H. Real Property – Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property consisting of 12.79 unimproved acres more or less out of Farm Tract 666 located on Mile 6 and 18th Street as authorized by §551.072 of the Texas Local Government Code.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

XI. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 15th day of December, 2017 at 4:40 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Elizabeth M. Walker, City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1390	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Elizabeth Wright with First United Methodist Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge and Mission			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1423	
From: Mardoqueo Hinojosa			
Subject: To solicit input on behalf of Rashad Javed Rana to rezone 1720 W. 18th Street also being the 3.00 acres out of Farm Tract 658, West Tract, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-3 Rural District.			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling to R-3 Rural District. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on November 22, 2017.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on November 20, 2017.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended denial on December 6, 2017.			
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve solicitation of comments.			
Staff Recommendation: Staff recommends denial for compliance with the 2040 Future Land Use Map			
Attachments, if any:			
Responsibilities upon Approval: Planning staff will advise applicant			



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1395	
From:			
Subject: Approval of the following: 1.) Minutes of the Regular Meeting on December 5, 2017 2.) Record of the Workshop on December 6, 2017. (Staffed by City Secretary's Office.) Attachment.			
Background: Record of commission action for the regular meeting of December 5, 2017 and workshop meeting of December 6, 2017.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approve.			
Attachments, if any: 17-12-05 minutes, 17-12-06 record workshop			
Responsibilities upon Approval: Execute and retain.			



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, DECEMBER 5, 2017**

On Tuesday, December 5, 2017, at 5:37 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 members present:

Mayor	David Suarez
Mayor Pro-Tem	Gerardo “Jerry” Tafolla
Commissioner	Leo Muñoz
Commissioner	Greg Kerr
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Jose Pena, Information Technology Director; Tony Lopez, Fire Chief; Ted Walensky, Assistant Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Andrew Munoz, Airport Director; Rosa Huerta, Court Coordinator; Joe Pedraza, Health Official; and other staff members

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, December 1, 2017. Chief Tony Lopez extended appreciation to Pastor Sanchez and the First Baptist Church for again collaborating with the City to open a warming shelter this Thursday and possibly Friday.

B. Invocation.

Pastor Ray Sanchez, First Baptist Church, led the invocation.

C. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

Mayor Suarez advised the public the MyWeslaco application is now active and urged the citizens to utilize this online tool to submit work orders.

E. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting the absence of Commissioner Rodriguez and a quorum present.

II. PUBLIC COMMENTS

Edward Mejia stated concerns regarding speeding in his neighborhood, lack of signage near elementary school and lack of sidewalks.

III. REPORTS

A. Report by L & G Engineers on Mile 6 Project.

Carlos Perales, L&G Engineers, reported this is a \$20 million project to increase Mile 6 from Mile 9 to Mile 11 with five lanes and improve with curb, gutter and sidewalks on both sides; \$12.8 million is contributed by the Metropolitan Planning Organization as secured by Mayor Suarez, with Weslaco contributing 13% as local share. Hidalgo County Drainage District 1 is contributing with the outfalls. Plans should be submitted this summer, 65 parcels in the right of way should be acquired and construction should commence one year from now.

B. Report by Lower Rio Grande Valley Development Council on Valley Metro Ridership Program.

There was no representative and no report.

IV. CONSENT AGENDA

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

A. Approval of the following:

- 1.) Minutes of the Regular Meeting on November 21, 2017;
- 2.) Record of the Workshop on November 28, 2017. (Staffed by City Secretary's Office.)

B. Acceptance of the funds in the amount of \$15,000.00 from the U.S. Department of Justice United States Marshals Services for overtime operations by the City of Weslaco Police Department pursuant to the Memorandum of Understanding. (Staffed by Police Department.)

C. Approval of Mid Valley Airport Hangar Lease Agreement with Charles Mild, Hangar E-3, and authorize the Mayor to execute any related documents. (Staffed by Airport.)

D. Approval of Mid Valley Airport Ground Lease Agreement with Marvin Yarbrough, Hangar W-20, and authorize the Mayor to execute any related documents. (Staffed by Airport.)

E. Approval to solicit bids for the relocation of waterline for Weslaco North Fire Station Subdivision. (Staffed by Planning and Code Enforcement.)

F. Approval of Resolution 2017-84 to terminate the Multiple Use Agreement with the Texas Department of Transportation for inactive approved bus stop locations along their right-of-way on U.S. Business Highway 83 and Texas Boulevard. (Staffed by Planning and Code Enforcement.)

G. Approval of Resolution 2017-81 amending Resolution 2016-70, authorizing the Mayor and City Commission, identifying Commissioner Jose "J.P." Rodriguez, to exercise certain powers identified with BBVA Compass Bank, including opening of accounts, certificates of deposit, transferring funds, securing safe deposit boxes, and making inquiries pertaining to accounts and authorize the Mayor and Commission to execute any related documents. (Staffed by Finance Department.)

H. Approval of Resolution 2017-82 to approve and adopt the annual Investment Policy for the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

Commissioner Kerr, seconded by Commissioner Pedraza, moved to approve consent agenda items A, B, C, D, E, G, and H withholding Item F as requested by Mayor Pro Tem Tafolla. The motion carried unanimously; Mayor Suarez was present and voting.

F. Approval of Resolution 2017-84 to terminate the Multiple Use Agreement with the Texas Department of Transportation for inactive approved bus stop locations along their right-of-way on U.S. Business Highway 83 and Texas Boulevard. (Staffed by Planning and Code Enforcement.)

The City Manager stated this was a request from the Texas Department of Transportation requesting those bus shelters never constructed be considered terminated. Mayor Pro Tem Tafolla requested staff research why the bus shelters were not built before any final decision is made on terminating locations, if any. There was no action on this item.

For the record, the resolutions are as follows:

RESOLUTION NO. 2017-81

STATE OF TEXAS	§	RESOLUTION AUTHORIZING MAYOR DAVID SUAREZ,
COUNTY OF HIDALGO	§	MEMBERS OF THE CITY COMMISSION, AND APPROPRIATE
CITY OF WESLACO	§	STAFF AS SIGNATORIES ON CERTAIN LEGAL FINANCIAL
		DOCUMENTS FOR THE CITY OF WESLACO

1. I, Elizabeth M. Walker, certify that I am the City Secretary of The City of Weslaco, organized under the laws of Texas, Federal Employer ID Number 74-6002544, engaged in Municipal business under the name of the City of Weslaco, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on December 5, 2017. This resolution appears in the minutes of this meeting and has not been rescinded or modified.
2. Be it Resolved that,

- (a) BBVA Compass Bank is designated as a depository for the funds of the City of Weslaco.
 - (b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
 - (c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.
 - (e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.
 - (f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of signatures for this purpose.
3. The officials designated below are authorized to conduct business as indicated:

	Name and Title	Signature
(A)	David Suarez, Mayor	_____
(B)	Gerardo Tafolla, Mayor Pro-Tem	_____
(C)	Leonardo Munoz Jr., Commissioner	_____
(D)	Greg Kerr, Commissioner	_____
(E)	Jose J.P. Rodriguez, Commissioner	_____
(F)	Leticia Lopez, Commissioner	_____
(G)	Joshua S.M. Pedraza, Commissioner	_____
(H)	Mike R. Perez, City Manager	_____
(I)	Elizabeth M Walker, City Secretary	_____
(J)	Maria Barrera, Finance Director	_____
(K)	Sonia Flores, Assistant Finance Director	_____

Indicate A, B, C, D and/or E

<u>A – H</u>	(1)	Exercise all of the powers listed (2) through (9)
<u>A – H, J, K</u>	(2)	Open any deposit or checking account(s) in the name of the City of Weslaco
<u>A – H</u>	(3)	Endorse checks and orders for the payment of money and withdraw funds on deposit with this financial institution. Number of authorized signatures required for this purpose <u>2</u> .
<u>A – H, J, K</u>	(4)	Open any certificate of deposit account and withdraw or transfer funds from the certificate of deposit on deposit with this financial institution. Number of authorized signatures required for payroll purpose <u>1</u> .
<u>A – H, J, K</u>	(5)	Transfer funds from operations account to the payroll account, investment account or paying agent approved by City Commission by telefax or other electronic means. Number of authorized signatures required for this purpose <u>1</u> .

- | | | |
|-----------------|-----|---|
| <u>A – H</u> | (6) | Borrow money on behalf and in the name of the City of Weslaco executes and delivers promissory notes or other evidences of indebtedness.
Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A – H</u> | (7) | Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the City of Weslaco as security for sums borrowed and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.
Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A – H, J</u> | (8) | Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this financial institution.
Number of authorized signatures required to gain access and to terminate the lease <u>1</u> . |
| <u>A – K</u> | (9) | Authorized to make inquiries as to status, account balance pertaining to the City of Weslaco. |

4. I further certify that the City Commission of the City of Weslaco has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the power granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation on December 5, 2017.

RESOLUTION NO. 2017-82

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS APPROVING THE INVESTMENT POLICY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Sec. 2256 of the Texas Government Code, also known as the Public Funds Investment Act (PFIA), requires the governing body of an investing entity to adopt by rule, order ordinance, or resolution, a written investment policy regarding the investment of its funds; and

WHEREAS, once an investment policy has been adopted, the PFIA also requires the governing body to review the investment policy and investment strategies annually; and

WHEREAS, the PFIA states that the governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies; and

WHEREAS, the City's designated Investment Officer has reviewed the current investment policy and recommends changes as presented herein and recommends approval; and

WHEREAS, the City Commission desires to approve the amended Investment Policy;

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

SECTION 1. THAT, the City Commission has reviewed the attached Investment Policy for the City of Weslaco and the policies and strategies contained therein (Attachment "A").

SECTION 2. THAT the City Commission hereby adopts the attached Investment Policy as the City's Investment Policy.

SECTION 3. THAT all resolutions, or parts of resolutions in force with provisions relating to this resolution, which are inconsistent or in conflict with the terms or provisions contained herein, are hereby repealed to the extent of any such conflict only. The non-conflicting sections, sentences, paragraphs, and phrases shall remain in full force and effect.

SECTION 4. THAT this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 5th day of December 2017.

CITY OF WESLACO
/s/David Suarez, MAYOR

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

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

V. APPOINTMENTS

A. Discussion and consideration to approve Resolution 2017-83 appointing one member to the unexpired term of Adrian Torres on the Board of Adjustments and Appeals to the Zoning Ordinance. Possible action. (Staffed by Planning and Code Enforcement.)

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to approve Resolution 2017-83 appointing Maria Cisneros to the unexpired term on the Board of Adjustments and Appeals to the Zoning Ordinance. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the resolution is as follows:

RESOLUTION NO. 2017-83

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Maria Cisneros is appointed to serve an unexpired term on the Board of Adjustments & Appeals-Zoning Ordinance and the term will expire on 14th day of December 2019.

PASSED AND APPROVED on this 5th day of December 2017.

CITY OF WESLACO
/s/David Suarez, MAYOR

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

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

B. Discussion and consideration to nominate a member of the Weslaco community who has made significant civic contributions and achievements and authorize the Weslaco City Commission to sign the nomination form. Possible action. (Staffed by City Manager's Office.)

Commissioner Lopez, seconded by Commissioner Pedraza, moved to nominate Daryl Smith to the Rio Grande Valley Walk of Fame as part of BorderFest 2017. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration to approve Ordinance 2017-53 authorizing a budget amendment as appropriate in amount of \$17,167.11 to purchase Water Rescue Dry Suits awarded under a Homeland Security Grant and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio Lopez, Fire Chief, stated the purchase of the dry suits were reimbursable under the grant and recommended approval. The suits would support the activities by the water team utilized by Texas Task Force One.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve Ordinance 2017-83 authorizing a budget amendment as appropriate in the amount of \$17,167.11 to purchase Water Rescue Dry Suits awarded under a Homeland Security Grant as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve the reconstruction of railroad crossing at the intersection of U.S. Business Highway 83 and Utah Avenue and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)

Mardoqueo Hinojosa, City Engineer/Director of Planning and Code Enforcement, stated Rio Valley Switching Company submitted an estimated quote of \$75,012.30 and a fixed quote in the amount of \$78,764. Staff recommends the fixed quote be approved as the best value for the city.

Commissioner Lopez, seconded by Commissioner Kerr, moved to approve the reconstruction of railroad crossing at the intersection of U.S. Business Highway 83 and Utah Avenue to Rio Valley Switching authorizing the fixed quote in the combined amount of \$78,764 for both the main and side tracks as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve an Interlocal with Weslaco Independent School District (WISD) for the creation, management and maintenance of a Cafe in the Mayor Joe V Sanchez Public Library. Possible action. (Staffed by Library.)

Commissioner Kerr abstained from discussion and vote.

Arnold Becho, Library Director, stated WISD would supply personnel, supplies, equipment for the café with library staff providing some managerial assistance. The concept of a café has been in past discussions and now a feasible project as it would be run by students. Staff recommends approval.

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to approve an Interlocal with Weslaco Independent School District (WISD) for the creation, management and maintenance of a Cafe in the Mayor Joe V Sanchez Public Library as presented. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

D. Discussion and consideration to approve an asset transfer to Hidalgo County Precinct One. Possible action. (Staffed by Public Works.)

The City Manager stated two inoperable pieces of equipment, a Pneumatic roller and a street sealer, were identified for auction; however, the County requested to acquire the equipment, repair it, then loan it back to the City when needed. In exchange, they offer in-kind contribution to other paving projects. Staff recommends approval.

Commissioner Kerr, seconded by Commissioner Pedraza, moved to approve an asset transfer to Hidalgo County Precinct One as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to approve an Interlocal Agreement with the City of Donna authorizing the sale of water at a rate of \$1.70/1,000 gallons for a twenty-five year term. Possible action. (Staffed by City Manager's Office.)

The City Manager stated discussions with Donna for the sale of water consummated in a proposed agreement with the following terms: price of \$1.70 per thousand gallons; 15-year initial term with two 5-year extensions; cost renegotiated every 5 years with a 3% increase if no agreement reached. The City of Weslaco will purchase and install the meters and Donna will extend waterlines. Staff recommends approval as in addition to the revenue this additional demand actually will allow the water plants to operate more efficiently. It is estimated that Weslaco will sell approximately one million gallons to Donna each year.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve an Interlocal Agreement with the City of Donna authorizing the sale of water at a rate of \$1.70/1,000 gallons for a twenty-five year term as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to authorize a one-time supplement to all full-time, non-civil service employees. Possible action. (Staffed by City Manager's Office.)

The City Manager recommended all non-civil service receive a one-time supplement at an estimated cost of \$40,000. The City Manager would be excluded because of his contract. He recommended employees with 12-months receive \$300; 6-12 months receive \$150; 3-6 months receive \$100 and less than 3 months \$0.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez moved to approve a one-time supplement to all full-time, non-civil services employees as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. EXECUTIVE SESSION

At 6:22 p.m. Mayor Pro Tem Tafolla, seconded by Commissioner Pedraza, moved the regular meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:43 p.m. Mayor Suarez announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

There was no action on this item.

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

There was no action on this item.

C. Legal Consultation - Seek City Attorney opinion relating to the mediation with CDM as authorized by §551.071 of the Texas Government Code.

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to authorize Commissioner Kerr to represent the City at the mediation with CDM on Friday. The motion carried unanimously; Mayor Suarez was present and voting.

D. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related for retail development Project Ocean as authorized by §551.087 of The Texas Government Code.

Commissioner Kerr abstained from discussion on this item.

There was no action on this item.

E. Economic Development – Consultation with City Attorney regarding Economic Development incentive program related to Project Anchor as authorized by §551.087 of the Texas Government Code.

Commissioner Kerr abstained from discussion on this item.

There was no action on this item.

IX. ADJOURNMENT

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to adjourn at 7:44 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

ABSENT

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



**NOTICE OF WORKSHOP
OF THE WESLACO CITY COMMISSION
WEDNESDAY, DECEMBER 6, 2017**

On this 6th day of December at 5:35 p.m., the City Commission of the City of Weslaco, Texas convened in a Workshop at City Hall in the Planning Conference Room located at 255 S. Kansas Avenue with the following members present:

Mayor Pro Tem
Commissioner
Commissioner
Commissioner

Gerardo “Jerry” Tafolla
Greg Kerr
Letty Lopez
Josh Pedraza

Mike Perez
Deputy City Secretary

City Manager
Aida Vega

Also present: Mardoqueo Hinojosa, City Engineer/Director of Planning and Code Enforcement, Pete Garcia, Public Works Director; Olga Garza, Assistant Public Works Director, citizens and others.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Pro Tem Tafolla called the meeting to order and certified the public notice of the meeting as properly posted December 1, 2017.

B. Roll Call.

The Deputy City Secretary noted the absence of the Mayor, Commissioners Muñoz and Rodriguez.

II. NEW BUSINESS

A. Discussion and consideration of proposed street and drainage improvement projects (Staffed by Public Works with Planning and Code Enforcement).

The City Manager stated an inventory of eighteen proposed street improvements had been completed for review and feedback from the Commission, noting that \$100,000.00 was removed from the street improvements budget to fund drainage improvements, leaving \$400,000. Mayor Pro Tem Tafolla stated the list would be evaluated on urgency, full or partial improvements, deletion or additions of streets.

The City Manager reviewed the following proposed list:

- Adams Street, Bridge Avenue to Eisenhower;
- Sugarcane Drive, Vo-Tech to West side of IDEA school;
- Sugarcane Drive, IDEA to FM1015;
- 8th Street, East of Airport to East of High school;

- Wildwood subdivision, including Woodland Drive, Spicewood Drive, Wildwood Drive, Tanglewood Drive, Meadow Wood Drive, Edgewood Drive;
- Border Avenue, Paisano to Valley Trace;
- Iowa Avenue, 8th to City Cemetery.

Commissioner Pedraza recommended N. Pleasantview Drive, (Votech Drive) from Mile 8 North to Sugarcane Dr.

Staff stated input was received to consider the following:

- Frost Proof, Texas Boulevard to Oklahoma Avenue;
- Iowa Avenue, 7th to 8th Street;
- Expressway Heights, including Abilene Drive, Corpus Christi Street, Dallas Drive, and Beaumont Drive;
- North Quail Hollow subdivision, including Thicket Drive, Point Drive, Brush Drive, Cactus Drive, Covey Drive;
- Republic Street, Pike Boulevard to Frontage Road;
- Border Avenue, Pike Boulevard to Frontage Road;
- Louisiana Street, 6th Street to 7th Street; and
- Mile 2 ½, Expressway to Moore.

The City Manager stated staff would present a final inventory list and cost and advised Mile 2 ½ has joint jurisdiction and the improvements would be contingent on the City of Mercedes agreeing to improve their area.

Citizen input included to consider opening Illinois Street, utilize EDC monies, and consider Los Torritos from Texas to Illinois. The City Manager commented staff would have to ensure street design standards are met for re-opening Illinois Street to avoid any liability to the City.

Mardoqueo Hinojosa, City Engineer/Director of Planning and Code Enforcement, presented an overview of the drainage improvements including inlet and storm line upgrades; drainage ditch widening; maintenance of storm lines and proposed regional detention facilities.

III. ADJOURNMENT

With no other business before the Commission this workshop stood adjourned at 7:00 p.m. on December 6, 2017.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker



Standardized Agenda Request Form

Date of Meeting: December 19, 2017	Agenda Item No. (to be assigned by CSO): 2017-1382	
From:		
Subject: Ordinance 2017-53 authorizing a budget amendment as appropriate in the amount of \$17,167.11 to purchase Water Rescue Dry Suits awarded under a Homeland Security Grant and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)		
Background: Grant was for \$17,167.11 to purchase Water Rescue Dry suits for the Weslaco Fire Department Special Operations Division. Grant deadline is March 2018 and must be spent and equipment delivered by that date. Grant was approved and awarded after annual budget closed, WFD requesting a budget amendment to reflect purchase and with a 100% reimbursement to the City of Weslaco following purchase of equipment from the State of Texas. Lowest bid was \$17,576 for 13 dry suits. Fire Department will be cover anything over the awarded grant cost from current budget.		
Funding Source (budget code, if applicable): 01-400-2000 Intergovernmental Revenue		
Amount: \$17,167.00	Term of Impact: 2017-2018	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Budget Amendment Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Antonio Lopez Mary Barrera Mike Perez	Created/Initiated Approved Approved Final Approval	
City Manager Comments: Approved.		
Staff Recommendation: Approve.		
Attachments, if any:		

Homeland Security Grant Water Rescue Dry Suits, Budget Amendment, Budget amend-Revenue, Ordinance 2017-53

Responsibilities upon Approval:
--

Execute and retain.



CITY OF WESLACO - PURCHASING QUOTATIONS



Requisition # _____

Dept. Fire

Date: 10/30/2017

Person Submitting: RAY MARROQUIN

Product Description Brand/Model: Mustang Survival Sentinel Series - Drysuit (13)

1. Company: The Fire Store HUB (Y/N) Date: 10/11/2017

Phone No. (800) 852-6088

Time: —

Person Called: Core T

Price: \$ 17,576.00 Discount (if any) — Total: \$ 17,576.00

Availability & Terms: _____

2. Company: Rescue Source HUB (Y/N) Date: 10/10/2017

Phone No. (800) 457-3728

Time: 1519

Person Called: Katie

Price: \$ 17,754.75 Discount (if any) _____ Total: \$ 17,754.75

Availability & Terms: _____

3. Company: Rescue Technology HUB (Y/N) Date: 10/12/2017

Phone No. (800) 334-3368

Time: 1819

Person Called: Valarie App

Price: \$ 23,374.75 Discount (if any) _____ Total: \$ 23,374.75

Availability & Terms: _____

Person Obtaining Quote: RAY MARROQUIN

Company Selected (circle)

1 2 3

Remarks: _____

**** INSURANCE REQUIREMENTS ****

Companies or Contractors performing work on City of Weslaco Property must provide proof of Insurance to conform to the following provisions and amounts:

> Worker's Compensation	Statutory Limit
> Comprehensive General / Liability Occurrence	\$1,000,000
> Bodily Injury & Property / Damage aggregate	\$1,000,000
> Comprehensive auto	\$1,000,000

**** CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPLE PLACE OF BUSINESS ****

> A business in the City of Weslaco is considered a "Local Vendor" and if a bid or quote is within 5% of other non local vendors, the City may make the purchase with the Local Vendor (271.9051).

**** COMPETITIVE BIDDING IN RELATION TO - HUB - Historically Underutilized Businesses ****

> Purchases of more than \$3,000.00 but less than \$50,000.00 the City of Weslaco has to contact at least two HUB's within the county of Hidalgo based on State Comptrollers Office (252.0215).

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

Please contact Purchasing Division for any assistance at 956-447-2240

**Witmer Public Safety Group**

104 Independence Way
Coatesville, PA 19320

Phone: (800) 852-6088
Fax: (888) 335-9800

Quote ID: 314454
Date: 10/11/2017
Sales Person: CORA T

Proposal To:

City of Weslaco Fire Dept.
119 East 5th Street
Attn: Capt. Ray Marroquin
Weslaco, TX 78596-6158
Phone: (956) 968-3181
Fax: (956) 968-9164

Proposal ID 314454
Date 10/11/2017
Sales Person CORA T

Quantity	Item ID	Description	Unit	Amount
MUSTANG DRY SUITS				
13.00	MUS-MSD624-M-R	Mustang Survival Sentinel Series, Water Rescue Dry Suit w/ Adjustable Neck Seal, Yellow/ Black	1,352.00	17,576.00
		SIZES: PLEASE SPECIFY LENGTH: PLEASE SPECIFY		
		** ADD \$139.00 each for Size 3X-Large Long **		
	FREIGHT	Shipping & Handling Free For Quantity of 13		
*** To accept this quote into a sales order, sign and return this document via fax to 888-335-9800. You may also email your acceptance to quotes@WPSGInc.com. Product prices shall remain firm for 30 days barring any manufacturer price increases. Freight pricing may change without notice. Free Freight/Shipping promotions cannot be applied to this purchase. Please note sizes, colors and shipping address before sending your order. *** *** Custom information (shields, badges, plates etc) should be faxed or emailed with your acceptance, if this information has not been provided during your initial quote request. If you have any questions regarding this quote, call 800-852-6088 or email quotes@wpsginc.com. Shipping & Handling does not include any lift gate charges, inside delivery, pallet/crate/skid fees and etc. if required by the freight company. These fees will be your responsibility. Canadian customers: Orders shipped into Canada will only be shipped via the customer's freight account which must be provided before placing an order. WPSG does not export; therefore if the requested shipping address is to a domestic freight forwarder, the customer is responsible for filling out any forms related to exporting. We will not contact your freight forwarder to relay any information. ***				

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Proposal is valid until November 10, 2017

Signature _____

Date _____

Subtotal 17,576.00

Tax 0.00

Total 17,576.00



OfficerStore



theEMSstore



**GIDEON
TACTICAL**

Estimate

10/10/2017

Calwen Inc dba Rescue Source

Rescue Source
PO Box 1050
Wilton, CA 95693

118326



Bill To:

CITY OF WESLACO
ACCOUNTING DEPT
255 SOUTH KANSAS AVENUE
WESLACO, TX 78596

Customer: CITY OF WESLACO

Ship To:

CITY OF WESLACO
1909 JOE STEPHENS AVE
WESLACO, TX 78596

Contact: RAY MARROQUIN

Notes

ray.marroquin@weslacotx.gov
PRICES GOOD FOR 60 DAYS
FREE FREIGHT OF QUANTITIES OF 6 OR MORE SUITS ONLY

Seller	Payment Terms	FOB Point	Carrier	Ship Service	Requested Ship Date
KATIE	NET 30	Origin	UPS Ground		10/10/2017

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	DS8026RL1 - SENTINEL WATER RESCUE DRY SUIT (REGULAR) -L1	\$ 1,365.75	13 ea	\$ 17,754.75

Subtotal:	\$ 17,754.75
Sales Tax:	\$ 0.00
Total:	\$ 17,754.75

Thank you for your order.
If you have any questions please call 800-457-3728
or e-mail info@rescuesource.com.

RESCUE TECHNOLOGY

251 Beulah Church Road

Carrollton, Georgia 30117-1465 U.S.A.

800-334-3368

770-832-9694

770-832-1676 FAX

Page 1 of 1

NOTICE

Quotation Valid for 30 Days. Please note the Quotation Number on your Purchase Order. Prices are based upon quantities requested.

QUOTATION

ATTN: Ray

Name: Westlaco Fire dept

Address:

TX 78596-

ray.marroquin@weslacotx.gov

Fax:

Phone:

Quote Number 18612

Quote Prepared By Valarie Arp

Date 10/12/2017

RFQ number

Terms:

To be determine

Notes:

Ship Via:

Best way

FOB*:

Carrollton, GA

Ship Date:

Line

No. Stock Number

Stock Description

QTY

Unit Price

Extended

Price

Code**

Catalog

Page#

Product Specifications

1.00	204904624342	Sentinal Rescue Suit, Adj Neck, L1 (YE/BK)	13	1,790.750	\$23,279.75	999	MSD624
2.00	Shipest	Estimated Shipping Charge	1	95.000	\$95.00	999	

*If freight allowance is quoted, any change in the listed quantities may invalidate the allowance.

** If code is "A", we are quoting an alternate item that meets, exceeds, or has similar specifications to the item requested. It is the responsibility of the purchaser to insure that the products meet the product requirements. If order is placed, the customer acknowledges that the products have been accepted as meeting the required specifications.

Total (US Dollars):

\$23,374.75

Approval:

Date:

10/12/2017 6:19:14 PM



BUDGET AMENDMENT #

(Round up all amounts to the nearest dollar)

CC - Budget amendment 1st reading 12/05/17
2nd reading xx/xx/xx

Department Head Approval

Date _____

Finance Director

Date _____

City Manager

Date _____

ORDINANCE 2017-53

AN ORDINANCE AMENDING ORDINANCE NUMBER 2017-37, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, FINDING NEED TO AMEND THE 2017-2018 MUNICIPAL BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2017-2018 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 2017-2018 Official Budget, adopted by Ordinance 2017-37, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of December 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19th day of December, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1414	
From:			
Subject: Approval of the request from the Weslaco Area Chamber of Commerce to hold the 29th Annual Texas Onion Fest on Saturday, March 24, 2018 at the Mayor Pablo G. Pena City Park on Airport Drive, to sell beer during the event, to place a banner promoting the event at the intersection of Texas and Pike Boulevard and Westgate and Frontage for two weeks prior to the event, to waive appropriate ordinances associated with the event and allow a carnival. (Requested by Weslaco Area Chamber of Commerce.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Kayla Arevalo		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approval			
Attachments, if any: Chamber request			
Responsibilities upon Approval:			



✓ (2)
Done
12/6/17
Jan

December 4, 2017

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

Dear Mr. Perez,

On behalf of the Weslaco Area Chamber of Commerce and the Texas Onion Fest Committee, I respectfully request that the following item be placed on the agenda for December 19, 2017.

The 29th Annual Texas Onion Fest, sponsored by the Weslaco Area Chamber of Commerce is scheduled for Saturday, March 24, 2018. We would like to request the use of Weslaco City Park at 300 North Airport Drive.

We would also like to request a waiver of all fees and ordinances associated with the event. We will again have a horse show, family area, music, arts & crafts, food booths and musical entertainment throughout the day. We will be selling beer and wine and request permission for these activities. We would also like to request the placement of a street banner promoting Texas Onion Fest over Texas Blvd. south of the intersection of Pike and Texas Blvd. We would request that the City place the banner two weeks prior to the event.

We would also request support from the Weslaco Public Facilities Department, Parks & Recreation Department, Police Department, Fire Department and the EMS as in years past.

Sincerely,

Doug Croft

Doug Croft
President/CEO

Cc Tony Lopez, Fire Chief
Cc Stephen Mayer, Police Chief
Cc Pete Garcia, Public Facilities Director
Cc David Arce, Parks Director
Cc Elizabeth Walker, Assistant City Manager



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1415	
From:			
Subject: Authorization to solicit Requests for Proposals (RFP) for Fireworks Display for 4th of July Celebration at Harlon Block Park or Pablo G Pena City Park on Wednesday, July 4, 2018, and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)			
Background: RFP for Firework Show July 4th 2018.			
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):			
Kayla Arevalo		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approval			
Attachments, if any: 2018 Fireworks RFP			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1415	
From:			
Subject: Authorization to solicit Requests for Proposals (RFP) for Fireworks Display for 4th of July Celebration at Harlon Block Park or Pablo G Pena City Park on Wednesday, July 4, 2018, and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)			
Background: RFP for Firework Show July 4th 2018.			
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):			
Kayla Arevalo		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approval			
Attachments, if any: 2018 Fireworks RFP			
Responsibilities upon Approval:			

Request for Proposal

Fireworks Display – City of Weslaco

I. GENERAL INFORMATION

A. OBJECTIVE

The purpose of the Request for Proposal (RFP) is to obtain quotes for providing a fireworks display at the Fourth of July Celebration to be held on Wednesday, July 4, 2018, to commence at 9:15 pm.

B. ISSUING OFFICE

The RFP is issued by the CITY OF WESLACO

C. CONTRACT ADMINISTRATOR

All communications concerning this RFP should be directed to:

Homer Rhodes, Purchasing

City of Weslaco

255 S. Kansas Ave.

Weslaco, TX 78596

Phone # (956) 968-3181

D. INCURRING COSTS

The CITY is not liable for any cost incurred by the prospective firms prior to the signing of the contract.

E. PROPOSALS

To be considered, each firm must submit a complete response to this RFP, addressing the specifications provided in Section III. The proposal must be signed by an official authorized to bind the submitter to its provisions. The proposal must include a statement as to the period during which the proposal remains valid. This period must be at least ninety (90) days from the due date for this proposal.

F. ACCEPTANCE OF THE PROPOSAL CONTENT

The contents of this proposal will become contractual obligations if a contract ensues. Failure of the selected contractor to accept these obligations may result in cancellation of the award.

G. SELECTION CRITERIA

Responses to this RFP will be evaluated based on a selection process consisting of:

1. Review of the firm's response to the RFP, determining if the proposal meets all criteria for consideration.
2. Relevant experiences, project understanding, project requirements, strength of the proposal, proposed fees, contributions and event display.

H. PROPOSAL RECEIPT

Proposals must arrive in hard copy format (two copies) before noon (3:00 p.m.), **January 9, 2018**. The Proposals must be submitted to:

Homer Rhodes, Purchasing

City of Weslaco

255 S. Kansas Ave

Weslaco, TX 78596

I. RIGHT TO REJECT BIDS

The City reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects by the City's judgment.

In determination of award, the qualifications of the proposal submitter, and the conformity with the specifications of services to be supplied, the evaluated bid, supplier's experience and references as well as the City's direct experience with the supplier will be considered

J. COST LIABILITY

The City assumes no responsibility or liability for costs incurred by the firms prior to the signing of this agreement. Total liability of the City is limited to the terms and conditions of this agreement.

K. OWNER

The City owns and operates the park and areas surrounding where the display will be viewed. The display will be staged on public property. The contractor shall confine their operation, at all times staying within the limits of the property, as determined by the City Fire Department. Any repairs or restorations required on or outside the property limits due to the Contractor's carelessness shall be repaired by the Contractor at their expense.

L. AWARD OF CONTRACT

The City will award one contract to the selected vendor submitting the quote which meets the performance and required criteria as set forth by this set of specifications.

M. TAXES

The contractor shall pay all sales, consumer, use and other taxes required to be paid by them in accordance with the law of the place where the work is to be performed.

O. BARRICADES AND FENCES

The City shall provide and maintain all necessary temporary enclosures and barricades to adequately protect the work and materials from persons not involved with the display. The Contractor will be required to adequately protect product, providing appropriate security in and around the staging area. This may include overnight security if display is canceled and rescheduled for any reason.

P. PROTECTION OF EXISTING FACILITIES

The Contractor shall provide for and be responsible for protection of existing structures, pavements, utilities, fencing, etc. In general: existing materials, surfaces, sod, buildings, etc., to remain which are affected by the display shall be repaired and restored to an original and functional condition.

Q. SHIPMENT OF MATERIALS

Before making any shipment of materials to the site, Contractor shall ascertain whether the site is in a condition to receive the shipment. Where this provision is neglected and material is delivered to the site when the latter is not in condition to receive it, such materials shall be properly stored elsewhere at the Contractor's expense and adequate insurance coverage provided for off-site storage.

R. STORAGE OF MATERIALS ON OR OFF-SITE

1. Contractor shall provide security and storage as required to protect and preserve all materials stored at the site. Storage of materials is to be confined to areas designated by the City. City will not sign for or be responsible for materials delivered to the site.

2. Contractor will be responsible for the unloading and loading of the equipment and product at the shoot site. In addition, supplier will be responsible for clean-up of all packaging materials/debris from loading/staging location.

S. PRE-EVENT STAGING

Working hours shall be from 8:00 a.m. until 11:00 p.m. beginning July 04, 2018.

T. CLEANUP

All Park areas shall be returned to a condition equal to or better than was in existence at the beginning of the display. All display debris, including packaging and empty shells, shall be removed and disposed of in a manner to meet all state and local requirements.

II. SELECTION PROCESS

If necessary, a pre-contract award interview or informational meeting may be requested by the city.

III. SPECIFICATIONS

A. Display must be a minimum of 15 minutes in length and not exceed 20 minutes. Cost for the display shall not exceed \$13,000.00.

B. City will provide all necessary safety zones.

C. Display should consist of a broad spectrum of product providing a balanced assortment of shells.

D. Display presentation must be staffed and executed by trained and licensed personnel in pyrotechnics.

E. Shells selected should be of the best quality from a variety of foreign and domestic producers. Display should include a spectrum of styles, patterns and sound effects. Shells shall not exceed 5" in diameter with the majority being 3" and 4" diameter shells.

F. Display should include an opening segment, a main show body with good themes and style and close with a distinct and memorable finale.

G. All shells must be fired with an electronic computer firing system. There should be no large gaps of time between shells, good display pacing, multiple firing, tailed effect and a choreographed control of the display execution.

H. Contractor must comply with the 2012 International Fire Code Chapter 4 Section 403 and Chapter 56 Explosives and Fireworks

I. City of Weslaco Fire Marshal will have sole discretion as to the decision to fire shells based on inclement weather, wind, crowd issues, security, etc.

J. Supplier must agree to be available for display on back-up date (generally the next day). Display presentation must be staffed and executed by trained and licensed personnel in pyrotechnics. The specific date will be identified in the Contract for Services.

K. In the event the display is canceled for any reason, contractor is responsible for securing product and equipment in the staging area. Contractor is also responsible for providing security needed for equipment, product and staging area until the display is executed on the back-up date.

- L. The City will supply walkie-talkie communication devices the night of the event to allow communication between City and shoot site personnel.
- M. City will barricade and determine staging location.
- N. Staging area for firing display will be ready for set-up at 8:00 a.m. on the date of the event.
- O. Contractor is required to provide security at staging area for equipment and product during pre-event set-up and up through display.
- P. Contractor must be federally licensed for pyrotechnic displays.
- Q. Contractor must provide at a minimum \$5,000,000.00 general commercial liability insurance policy, with the City and the Event Organizer listed as additional insured.
- R. Contractor will be required to attend one pre-event organizational meeting with City staff.
- S. Contractor must submit an invoice for fireworks display payment two weeks prior to receiving payment. The payment schedule is determined by the City. Payment of goods and services will follow all state and local guidelines.
- T. The City will provide support at the event to include Public Safety personnel.
- U. Contractor must help identify and locate any unexploded shells.
- V. Contractor must participate with a sweep of the grounds for debris at the conclusion of the event.
- W. City will attempt to illuminate the Drop Zone area for the post event sweep for shells and debris.
- X. The goal for the contractor selected is to excite the audience with a display full of dynamic energy and enthusiasm.



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1418	
From:			
Subject: Approval of Resolution 2017-86 authorizing the submittal of a Solid Waste Grant Application to the Lower Rio Grande Valley Development Council in the amount of \$30,000.00 for fiscal years 2017 and 2018 to fund the operations of the Recycle Center, authorized acceptance upon award, and authorize the Mayor to execute any related documents. (Staffed by Public Works).			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Olga Garza Pete Garcia Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Resolution 2017-86			
Responsibilities upon Approval:			

RESOLUTION 2017-86

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE CITY OF WESLACO IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED CITY OF WESLACO WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE LOWER RIO GRANDE DEVELOPMENT COUNCIL, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the Lower Rio Grande Valley Development Council is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

WHEREAS, City of Weslaco in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW THEREFORE, BE IT RESOLVED by the City Commission that the City of Weslaco approves submission of the grant; and

BE IT FURTHER RESOLVED THAT:

1. David Suarez, Mayor, is authorized to request grant funding under the Lower Rio Grande Valley Development Council. Request for Applications of the Regional Solid Waste Grants Program and act on behalf of City of Weslaco in all matters related to the grant application and any subsequent grant contract and grant project that may result;

2. That if the project is funded, City of Weslaco will comply with the grant requirements of the Lower Rio Grande Valley Development Council, Texas Commission on Environmental Quality and the State of Texas;

3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant;

4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

5. The City of Weslaco agrees to transfer partial funds in the amount not to exceed \$10,000.00 to the Valley Nature Center for the sponsorship of project as stated on the LRGVDC Solid Waste Grant application, as per recommendation of the Weslaco Recycling Task Force Committee.

APPROVED AND ADOPTED by the City Commission of the City of Weslaco, Texas at a regular meeting held on the 19th day of December 2017.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth Walker, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1373	
From:			
Subject: Discussion and consideration to approve Resolution 2017-85 establishing an appointment policy and rotation schedule for the designation of the Mayor Pro Tempore. Possible action. (Staffed by City Secretary's Office.)			
Background: Resolution 2017-85 establishes an appointment policy and rotation schedule for the designation of Mayor Pro Tempore, rotating annually on the first regular meeting following the canvass to the member with most seniority. When all Commission members have had the opportunity to serve, the cycle will repeat.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Elizabeth Walker Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Approve.			
Attachments, if any: Resolution 2017-85			
Responsibilities upon Approval: Implement and retain.			

RESOLUTION NO. 2017-85

A RESOLUTION OF THE CITY OF WESLACO ESTABLISHING AN APPOINTMENT POLICY AND ROTATION SCHEDULE FOR THE MAYOR PRO TEMPORE OF ITS COMMISSION

WHEREAS, The Weslaco City Charter prescribes that in the absence of the Mayor a Mayor Pro Tempore shall be chosen; and

WHEREAS, if the Mayor is absent or otherwise unable to act, the Mayor Pro Tempore shall serve until the Mayor returns or is able to act and has all the powers and duties of the Mayor.

NOW, THEREFORE, BE IT RESOLVED that we, the duly elected Commissioners of the City of Weslaco, resolve the City is better served by engaging its members in leadership roles.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Commission adopts this policy to rotate the duties of Mayor Pro Tempore among all six individuals serving as Commission members in accordance with the following guidelines:

1. The City Commission shall appoint the Mayor Pro Tempore on a one-year rotational basis by seniority.
2. The order of the rotation shall begin with the Commission member who has the longest tenure of total years on the Commission, followed by the Commission member with the second longest tenure, and so on.
3. When two or more members have the same tenure on the Commission, the order of rotation among those tied for tenure is determined by lot from random drawing.
4. If the office of Mayor Pro Tempore becomes vacant prior to the expiration of the annual term, the next Commission member in rotation shall assume the office for the balance of the term then the full term as scheduled by rotation.
5. The appointment of the Mayor Pro Tempore takes place at the first regular meeting following the canvass each year.
6. This policy is expected to provide an orderly and fair procedure for alternating the position of Mayor Pro Tempore but the City Commission reserves the right to deviate from this policy by majority vote as they see fit for differing circumstances.
7. For the inauguration of this policy, the following schedule is determined based on date sworn into office:

Name	Sworn into Office	Mayor Pro Tem Term
Commissioner Gerardo "Jerry" Tafolla	5/19/2009	2017-2018
Commissioner Greg Kerr	11/12/2014	2018-2019
Commissioner Letty Lopez	11/11/2015	2019-2020

Commissioner Leo Muñoz	11/11/2015	2020-2021
Commissioner Josh Pedraza	11/16/2016	2021-2022
Commissioner Jose "JP" Rodriguez	11/14/2017	2022-2023

8. Should any Commissioner cease to hold office, the name shall be removed from the rotation list and those listed below shall advance a year in expected term. Newly elected Commissioners shall be entered at the bottom of the rotation list in accordance with the date sworn and provision 3 in these guidelines; ideally, Commissioners served two continuous years on the Commission to be eligible to serve as Mayor Pro Tempore.
9. Once all seated Commissioners have had the opportunity to serve as Mayor Pro Tempore, the rotation shall repeat starting anew with the Commissioner with most seniority.

PASSED AND APPROVED this the 19th day of December 2017.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1229	
From:			
Subject: Discussion and consideration to approve the FY 2017-2018 Proposed Street Improvement Project and authorize the Mayor to execute any related documents. Possible action. (There was no action on this item October 17, 2017; Staffed by Public Works.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Pete Garcia Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: FY 2017-2018 Proposed Street Improvement Projects			
Responsibilities upon Approval:			

CITY OF WESLACO
PUBLIC WORKS DEPARTMENT
FY 2017/2018 PROPOSED STREET IMPROVEMENT PROJECTS LISTING

Estimated Re-Construction/Overlay Cost

	Street	From	To	Type of Repair	Miles	Sq. Ft.	Hot Mix (Tons)	Cost \$51.40	Caliche (Tons)	Cost \$12.20	MC30 Oil (Gal)	Cost \$5.25	Total Cost
1	Adams St. (Sugarcane Apartments)	Bridge Ave.	Eisenhower	Reconstruction	0.19	18,000	375	\$ 24,112.50	337	\$ 3,875.50	700	\$ 4,200.00	\$ 32,188.00
2	Sugarcane Dr. (Section A)	Vo-Tech	West side of IDEA School	Reconstruction	0.19	38,000	528	\$ 27,139.20	533	\$ 6,502.60	700	\$ 3,675.00	\$ 37,316.80
3	Sugarcane Dr. (Section B)	IDEA School	FM 1015	Reconstruction	0.31	62,700	871	\$ 44,769.40	880	\$ 10,736.00	1155	\$ 6,063.75	\$ 61,569.15
4	Agostadero St.	Kansas Ave.	Illinois Ave.	Reconstruction	0.05	8,540	119	\$ 6,116.60	240	\$ 2,928.00	214	\$ 1,123.50	\$ 10,168.10
5	8th St.	East of Airport	to East High School	Reconstruction	0.06	12,160	253	\$ 13,004.20	341	\$ 4,160.20	300	\$ 1,575.00	\$ 18,739.40
6	Frost Proof	Texas Blvd.	Oklahoma Ave.	Reconstruction	0.24	35,980	500	\$ 25,700.00	1009	\$ 12,309.80	900	\$ 4,725.00	\$ 42,734.80
7	Iowa Ave.	7th St.	8th St.	Reconstruction	0.12	17,136	238	\$ 12,233.20	481	\$ 5,865.20	428	\$ 2,247.00	\$ 20,348.40
8	Louisiana Ave.	6th St.	7th St.	Reconstruction	0.12	17,220	239	\$ 12,284.60	483	\$ 5,892.60	431	\$ 2,262.75	\$ 20,439.95
9	Abilene Dr.	Expressway Heights		Overlay	0.32	45,360	630	\$ 32,382.00	0	\$ -	1176	\$ 6,174.00	\$ 38,556.00
10	Corpus Christi St.	Expressway Heights		Overlay	0.37	52,380	728	\$ 37,419.20	0	\$ -	1358	\$ 7,129.50	\$ 44,548.70
11	Dallas Dr.	Expressway Heights		Overlay	0.34	49,059	1817	\$ 35,003.40	0	\$ -	1272	\$ 6,678.00	\$ 41,681.40
12	Beaumont Dr.	Expressway Heights		Overlay	0.31	43,740	608	\$ 31,251.20	0	\$ -	1134	\$ 5,953.50	\$ 37,204.70
13	Thicket Dr.	N. Quailhollow Sub.		Reconstruction	0.20	31,200	433	\$ 22,256.20	875	\$ 10,675.00	728	\$ 3,822.00	\$ 36,753.20
14	Point Dr.	N. Quailhollow Sub.		Overlay	0.06	9,600	133	\$ 6,836.20	0	\$ -	224	\$ 1,176.00	\$ 8,012.20
15	Brush Dr.	N. Quailhollow Sub.		Reconstruction	0.18	27,900	388	\$ 19,943.20	0	\$ -	651	\$ 3,417.75	\$ 23,360.95
16	Cactus Dr.	N. Quailhollow Sub.		Overlay	0.16	26,100	363	\$ 18,658.20	0	\$ -	609	\$ 3,197.25	\$ 21,855.45
17	Covey Dr.	N. Quailhollow Sub.		Reconstruction	0.12	43,173	600	\$ 30,840.00	1211	\$ 14,774.20	1273	\$ 6,683.25	\$ 52,297.45
18	Republic St.	N. Quailhollow Sub.		Overlay	0.18	35,335	491	\$ 25,237.40	0	\$ -	669	\$ 3,512.25	\$ 28,749.65
19	Border Ave.	N. Quailhollow Sub.		Overlay	0.18	35,335	491	\$ 25,237.40	0	\$ -	669	\$ 3,512.25	\$ 28,749.65
20	2nd St.	Padre Ave.	Bridge Ave.	Overlay	0.31	46,200	642	\$ 32,998.80	0	\$ -	1155	\$ 6,063.75	\$ 39,062.55
21	Border Ave.	Paisano	Valley Trace	Overlay	0.32	64,980	903	\$ 46,414.20	0	\$ -	1197	\$ 6,284.25	\$ 52,698.45
22	Iowa Ave.	8th	City Cemetery	Overlay	0.12	17,640	245	\$ 12,593.00	0	\$ -	441	\$ 2,315.25	\$ 14,908.25
23	Woodland Dr.	Westgate Dr.	Spicewood Dr.	Overlay	0.05	16,500	275	\$ 11,770.00	0	\$ -	193	\$ 1,013.25	\$ 12,783.25
24	Woodland Dr.	Spicewood Dr.	Edgewood Dr.	Overlay	0.40	79,800	1108	\$ 56,951.20	0	\$ -	1470	\$ 7,717.50	\$ 64,668.70
25	Spicewood Dr.	Woodland Dr.	Wildwood Dr.	Overlay	0.16	32,870	457	\$ 23,489.80	0	\$ -	606	\$ 3,181.50	\$ 26,671.30
26	Wildwood Dr.	Westgate Dr.	E. Wildwood	Overlay	0.54	109,060	1515	\$ 77,871.00	0	\$ -	2009	\$ 10,547.25	\$ 88,418.25
27	Tanglewood Dr.	Spicewood Dr.	Woodland Dr.	Overlay	0.11	22,800	317	\$ 16,293.80	0	\$ -	420	\$ 2,205.00	\$ 18,498.80
28	Meadow Wood Dr.	Spicewood Dr.	Woodland Dr.	Overlay	0.11	16,800	233	\$ 11,976.20	0	\$ -	420	\$ 2,205.00	\$ 14,181.20
29	Edgewood Dr.	E. Wildwood	W. Wildwood Dr.	Overlay	0.10	15,400	214	\$ 10,999.60	0	\$ -	385	\$ 2,021.25	\$ 13,020.85
30	Meadow Wood Dr.	Woodland Dr.	Tanglewood	Overlay	0.16	22,788	317	\$ 16,293.80	0	\$ -	591	\$ 3,102.75	\$ 19,396.55
31	Tanglewood Dr.	Woodland Dr.	Tanglewood	Overlay	0.16	22,788	317	\$ 16,293.80	0	\$ -	591	\$ 3,102.75	\$ 19,396.55
32	2nd St.	Airport Dr.	Padre Ave.	Overlay	0.18	36,100	501	\$ 25,751.40	0	\$ -	665	\$ 3,491.25	\$ 29,242.65
TOTALS:					4.45	737,738	11595	\$ 542,430.10	6390	\$ 77,719.10	17384	\$ 91,791.00	\$ 1,018,221.30

*Schedule is subject to change and weather permitting

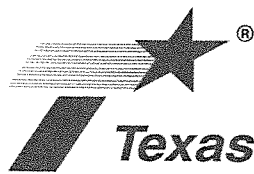
GRAND TOTAL: \$ 1,018,221.30



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1385	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration on Resolution 2017-84 to terminate the Multiple Use Agreement with the Texas Department of Transportation for inactive approved bus stop locations along their right-of-way on U.S. Business Highway 83 and Texas Boulevard. Possible action. (There was no action on December 5, 2017; Staffed by Planning and Code Enforcement.)			
Background: Texas Department of Transportation submitted a letter about approved and inactive bus shelter locations adjacent to the intersections of: Business 83 and Westgate Drive, Business 83 and Border Avenue, Texas Boulevard and 4th Street, Texas Boulevard and 1st Street, Texas Boulevard and Pike Boulevard and N. Texas Boulevard at Family Dollar. City has to respond on plan of action to restore or amend agreement. A resolution has been included to terminate/modify agreement.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends to eliminate non-constructed locations.			
Attachments, if any: TxDOT letter, Exhibit, Mutual Use Agreement TXDOT, Resolution 2017-84			
Responsibilities upon Approval:			

Staff will submit resolution to Texas Department of Transportation.



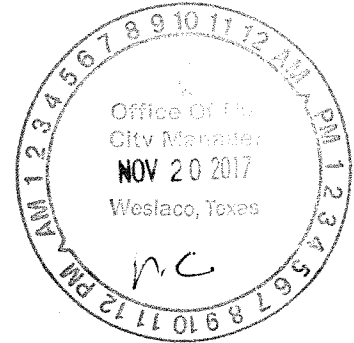
600 W. INTERSTATE 2 | PHARR, TEXAS 78577 | (956) 702-6100 | WWW.TXDOT.GOV

November 15, 2017

Leonardo Olivares
City Manager
City of Weslaco
255 S Kansas Avenue
Weslaco, Texas 78596

Re: MUA 21-12-VAR-020

*Queo,
Please prepare
an agenda item to
remove these "loss stops"
would be a first agenda item
in Dec
The City
to eliminate water*



Dear Sir,

Past inspections have indicated that the above mentioned Multiple Use Agreement (MUA), whole or in part, between the City and TxDOT is inactive. Inactivity of an MUA site may impair safety, be considered a nuisance and ties up TxDOT resources unnecessarily.

The inactive locations for the above MUA are as follows:

Bus 83 at Westgate
Bus 83 at Jenks
S Texas Blvd at 4th Street
N Texas Blvd at 1st Street
N Texas Blvd at Pike
N Texas Blvd at Family Dollar.

As per Item 8—Modification/Termination of Agreement, TxDOT reserves the right to either modify or terminate the agreement.

TxDOT respectfully requests the city's comment/recommendation on the above locations. Please respond in writing with a plan of action for the locations listed above.

If it is in the city's interest to modify the agreement, please refer to Item 10—Restoration of Area and Item 19—Amendments of the agreement.

If it is in the city's interest to terminate, a termination agreement will be drawn and the city will be referred to Item 10—Restoration of Area.

Either action shall require a resolution by the city commission

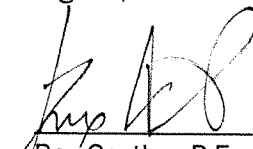
OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY
An Equal Opportunity Employer

Please call with Gregory Rakay (956) 262-1254 or Rex Costley (956) 702-6137 with any questions you may have.

Copies of the MUA are available upon request.

Signed,

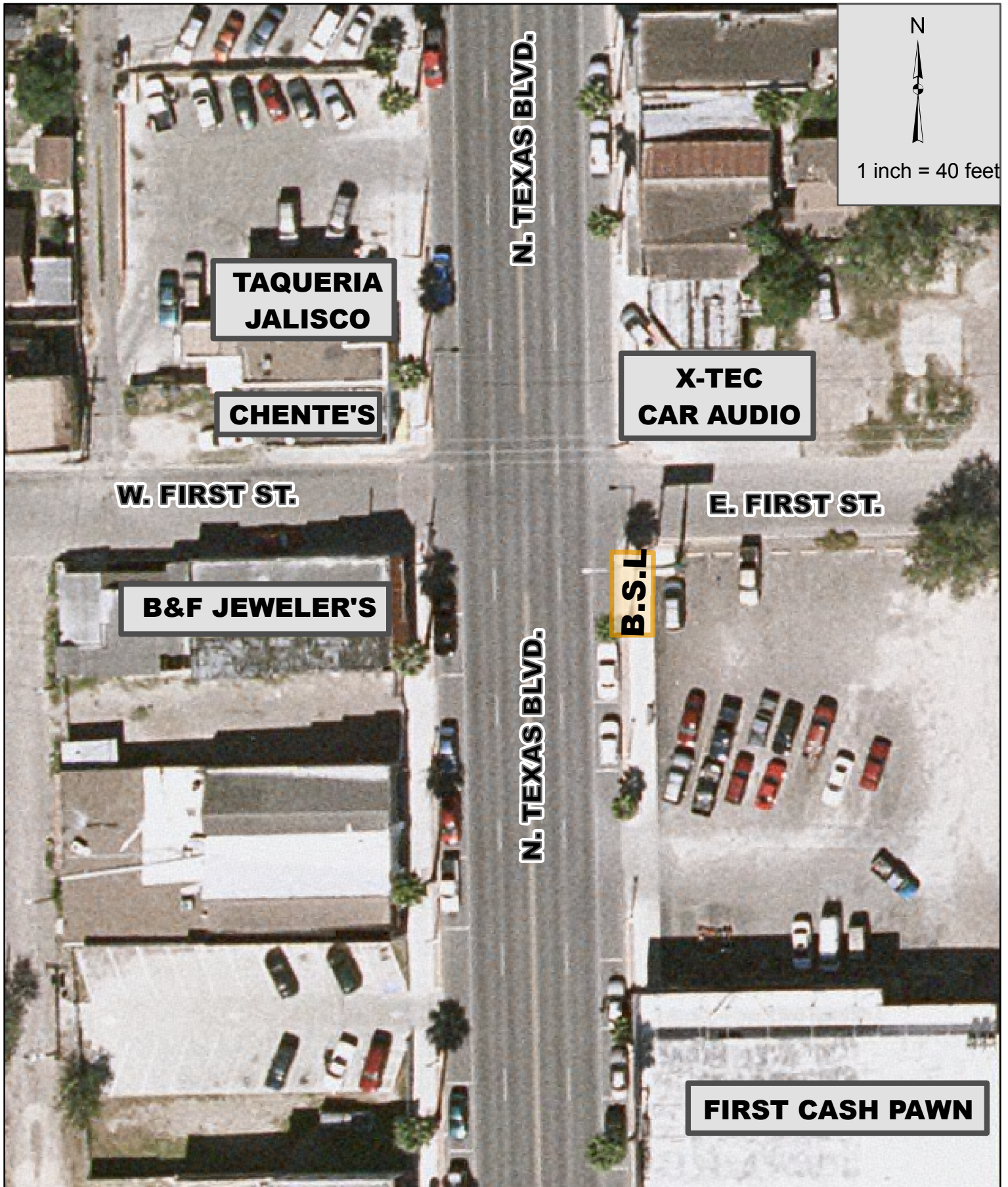
A handwritten signature in black ink, appearing to read 'Rex Costley', is written over a horizontal line.

Rex Costley, P.E.
Director of Maintenance
Pharr District

RC:eg

cc: Hector P. Gonzalez, P.E.
District File

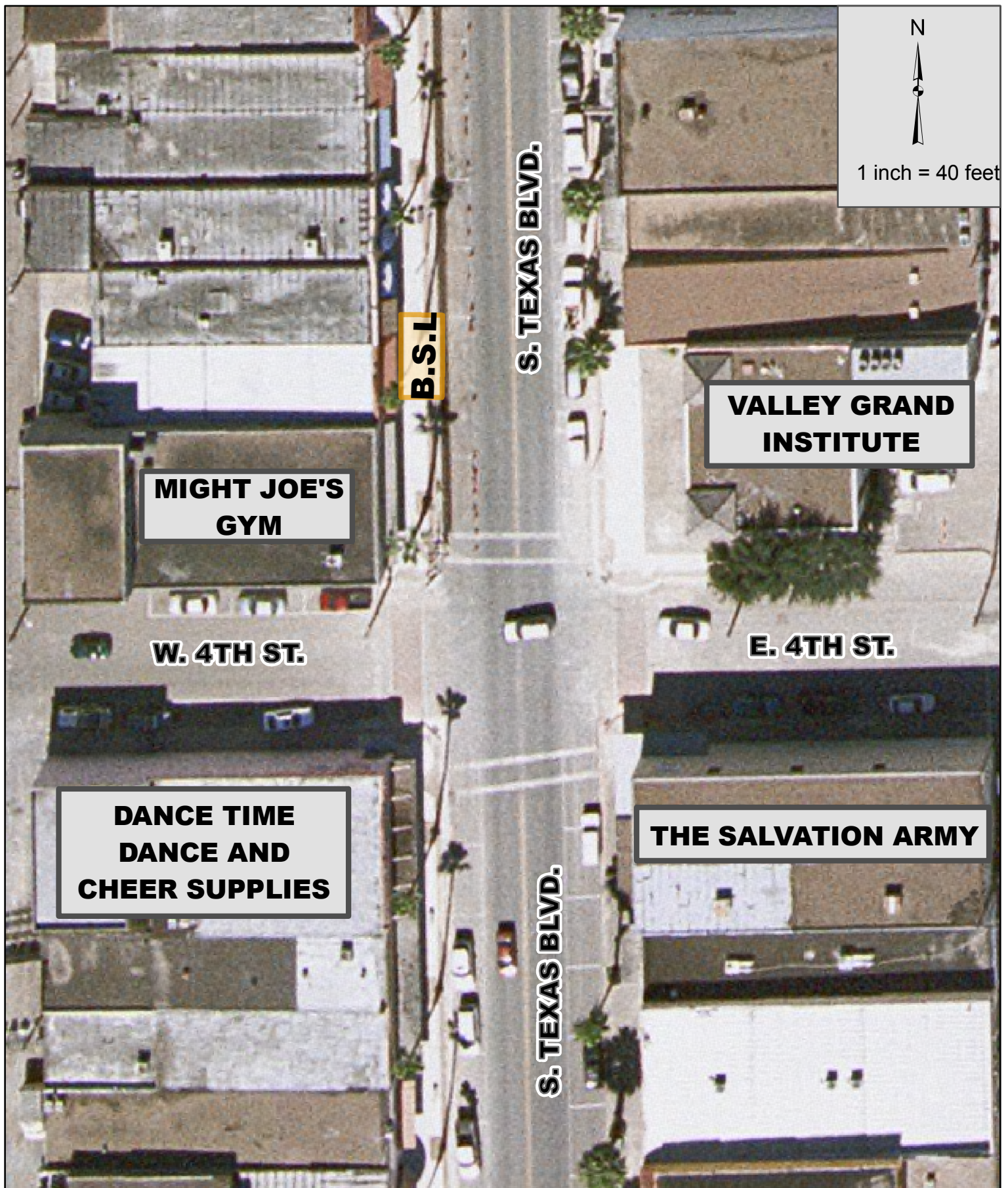
FIRST ST. & N. TEXAS BLVD.



NORTHBOUND

(TxDOT)

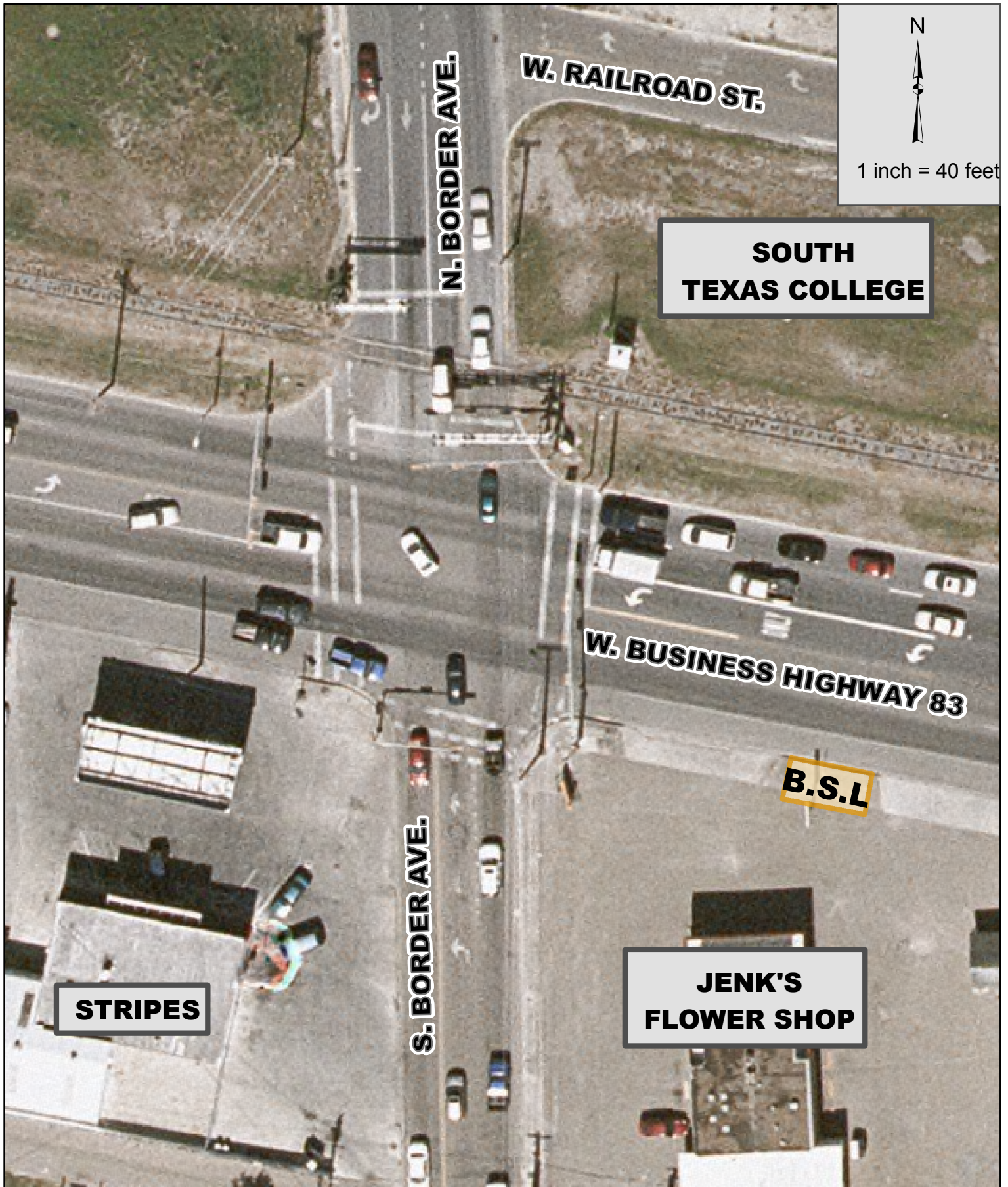
FOURTH ST. & S. TEXAS BLVD.



SOUTHBOUND

(TxDOT)

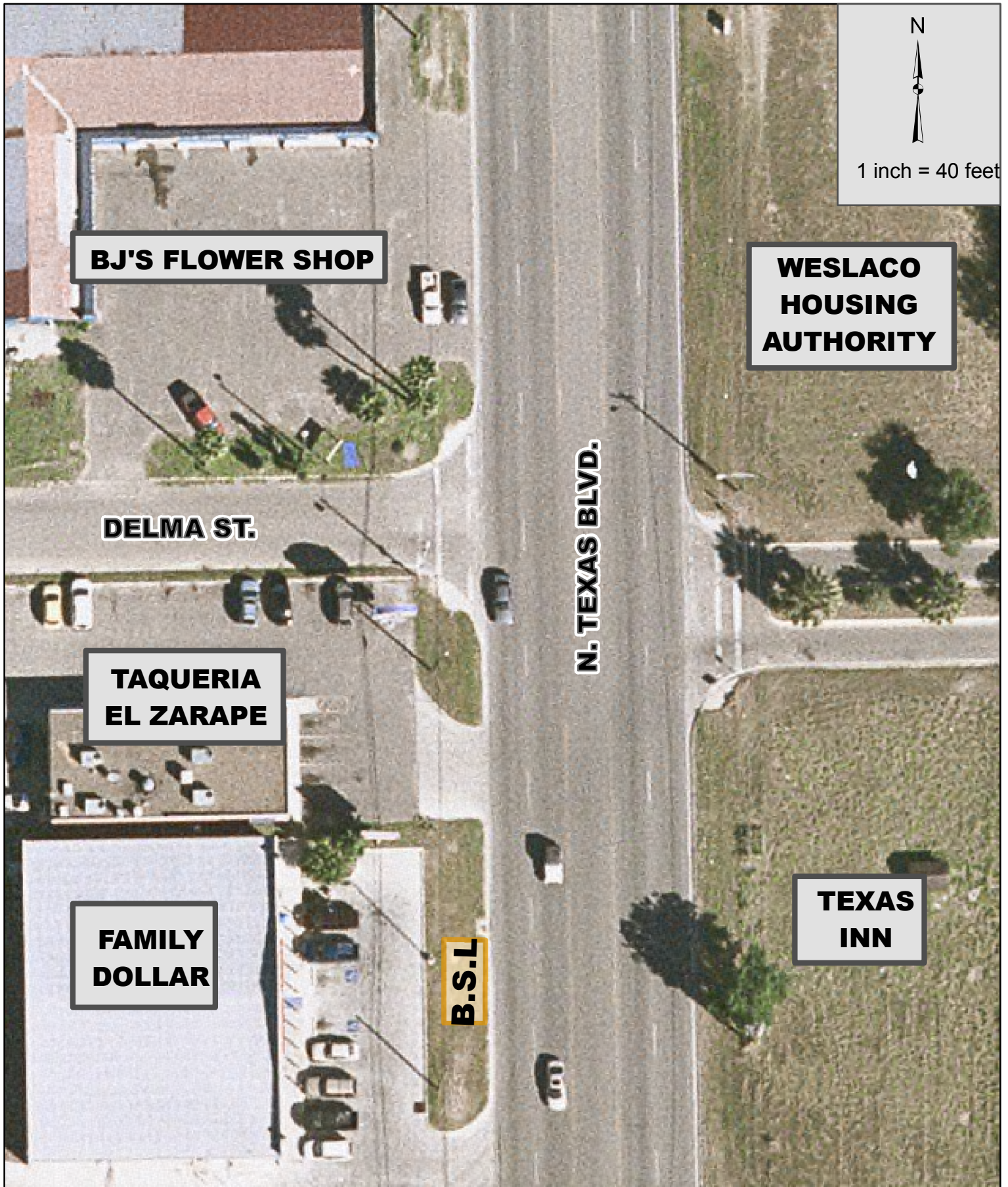
BORDER AVE. & W. BUSINESS HIGHWAY 83



EASTBOUND

(TxDOT)

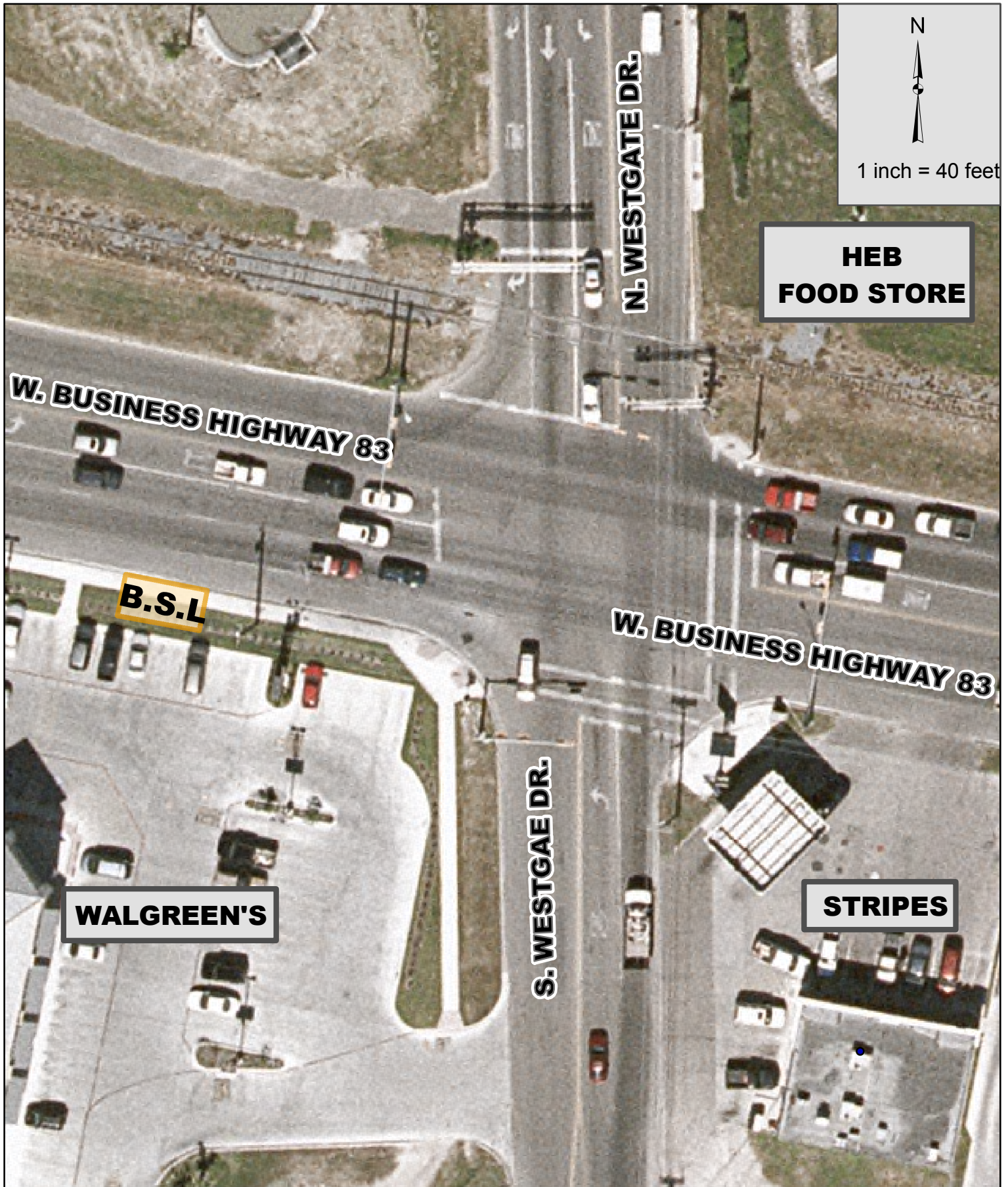
DELMA ST. & N. TEXAS BLVD.



SOUTHBOUND

(TxDOT)

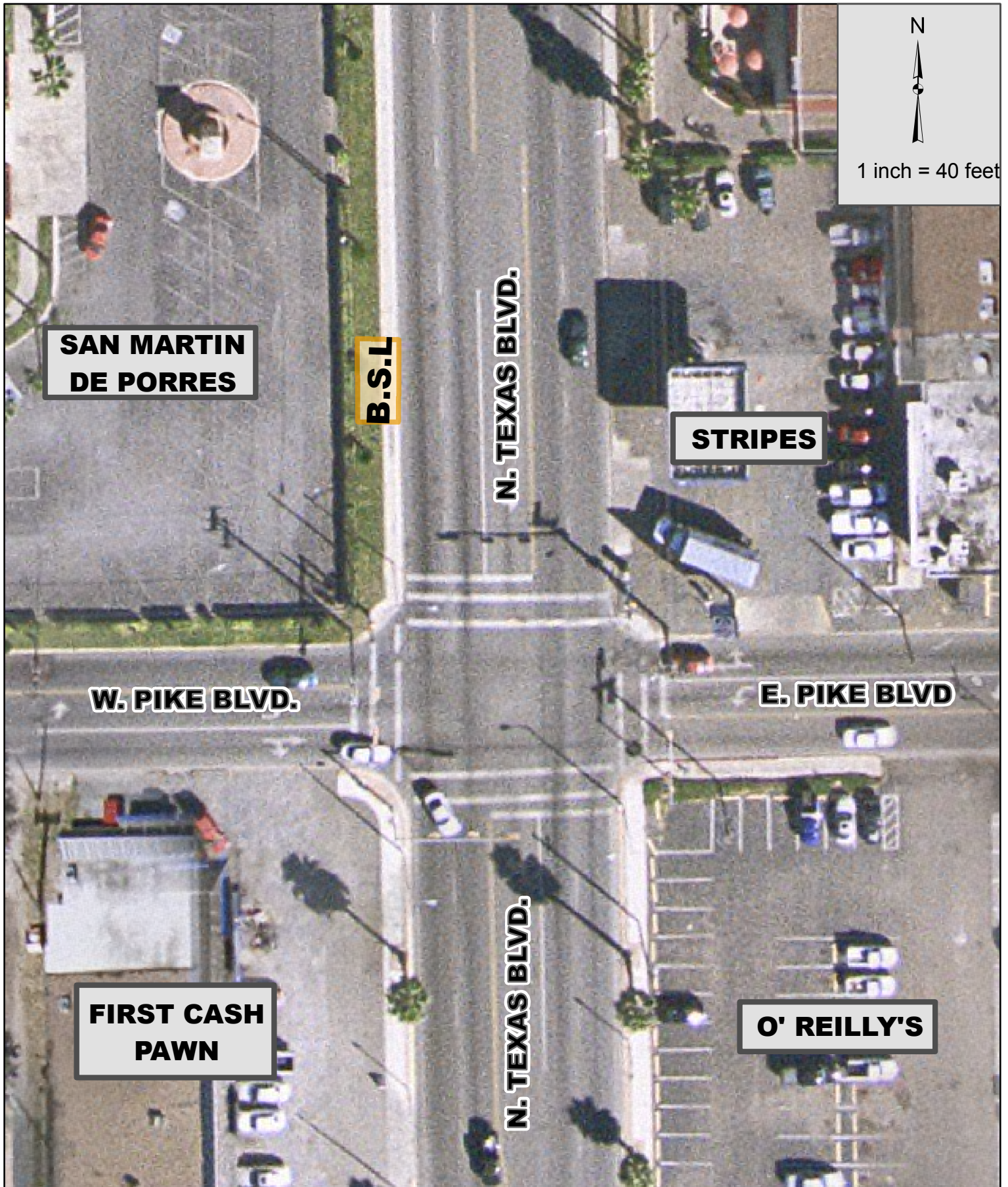
WESTGATE DR. & W. BUSINESS HIGHWAY 83



EASTBOUND

(TxDOT)

PIKE BLVD & N. TEXAS BLVD.



SOUTHBOUND

(TxDOT)

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and
THE CITY OF WESLACO _____, hereinafter called
_____, party of the second part, is to become effective when fully
executed by both parties.

WITNESSETH

WHEREAS, on the 5TH day of JULY , 20 11 , the governing
body for the CITY OF WESLACO , entered
into Resolution/Ordinance No. _____ hereinafter identified by
reference, authorizing the CITY 's participation in
this agreement with the State; and

WHEREAS, the CITY OF WESLACO has requested the State to permit the
construction, maintenance and operation of a public
BUS SHELTER _____ on the highway
right of way, (General description of area)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically
described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities
and other uses conditioned that the CITY OF WESLACO will enter into
agreements with the State for the purpose of determining the respective responsibilities of the
_____ CITY OF WESLACO and the State with reference thereto, and conditioned that such
uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance
or in any way restrict the operation of the highway facility, all as determined from engineering and traffic
investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

CITY OF WESLACO will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 11½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Maintenance and operation of the facility shall be entirely the responsibility of the CITY OF WESLACO. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The CITY OF WESLACO shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the CITY's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The CITY OF WESLACO shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The CITY OF WESLACO shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the CITY OF WESLACO. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the CITY OF WESLACO shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for having caused the CITY OF WESLACO to pay or disburse any sum of money hereunder.

13. HOLD HARMLESS

The CITY OF WESLACO shall indemnify and save harmless the State and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or result from error, omission, or negligent act of the party or of any person employed by the party. The CITY OF WESLACO shall also indemnify and save harmless the State from any and all expense, including but not limited to attorney fees that may be incurred by the State in litigation or otherwise resisting the claim or liabilities that may be imposed on the State as a result of such activities by the CITY OF WESLACO, its agents, or employees authorized under this agreement. The CITY OF WESLACO further agrees to indemnify and save harmless the State from and against all claims, demands, and causes of action of every kind and character brought by any employee of the party against the State due to personal injuries and/or death to such employee resulting from any alleged negligent act by either commission or omission on the part of the CITY OF WESLACO. The indemnification of the State shall extend for a period of three (3) years beyond the date of termination of this agreement.

14. INSURANCE

The CITY OF WESLACO, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the CITY's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility.

15. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

16. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The CITY OF WESLACO shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

17. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

18. CIVIL RIGHTS ASSURANCES

The CITY OF WESLACO, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the CITY OF WESLACO shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

19. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

20. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

21. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The CITY OF WESLACO must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the CITY OF WESLACO if that service is authorized by this agreement.

22. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

23. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	Leonardo Olivares, City Manager
Maintenance Division	City of Weslaco
125 East 11th Street	255 S. Kansas Avenue
Austin, Texas 78701-2483	Weslaco, TX 78596

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

_____ on the _____ day of _____,
2011, and the State on the _____ day of _____, 2011.

STATE OF TEXAS

CITY OF WESLACO
(Name of other party)

By: _____
Title

LEONARDO OLIVARES
Printed Name

Date

Executed and approved for the Texas
Transportation Commission for the purpose and
effect of activating and/or carrying out the orders,
and established policies or work programs
heretofore approved and authorized by the Texas
Transportation Commission.

By: _____
Director, Maintenance Division

Printed Name

Date

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

EXHIBIT E

RESOLUTION 2017-84

A RESOLUTION OF THE CITY OF WESLACO, TEXAS AUTHORIZING THE CITY MANAGER TO MODIFY A MULTIPLE USE AGREEMENT BETWEEN THE STATE OF TEXAS, TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF WESLACO FOR THE INSTALLATION OF BUS SHELTERS AND OTHER RELATED IMPROVEMENTS ON STATE HIGHWAY RIGHT-OF-WAYS

WHEREAS, the City Council of Weslaco, Texas currently provides local funding match for a regional public transportation system managed by the Lower Rio Grande Valley Development Council (LRGVDC) under the Valley Metro name; and

WHEREAS, the City Council of Weslaco, Texas does not desire to proceed with installing bus shelters in locations under previous Mutual Use Agreement and other related improvements at locations along the designated but route within its corporate city limits; and

WHEREAS, six proposed bus shelters are removed from list which includes locations at: 1701 W. Business 83 (Walgreens @ Westgate), 625 W. Business 83 (Jenks), 340 S. Texas Blvd. (@ 4th St.), 1700 N. Texas Blvd. (@ 1st St.), 811 N. Texas Blvd., (@ Pike), 1811 N. Texas Blvd., (Family Dollar); and

WHEREAS, the use of the state highway right-of-way under the control and operation of the State of Texas, Acting by and Through the Texas Department of Transportation, requires the City of Weslaco to modify a Multiple Use Agreement, which said agreement specifies the responsibilities of the City and of the State for the use of state highway right-of-way. and;

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

The City of Weslaco shall modify a Multiple Use Agreement with the State of Texas, Acting by and Through the Texas Department of Transportation, to remove the installation of bus shelters and other related improvements in designated locations on state highway right-of-way within its corporate city limits for the operation of the Valley Metro.

BE IT FURTHER RESOLVED THAT this resolution shall take effect immediately after its passage.

READ, CONSIDERED, PASSED, AND APPROVED at a regular meeting of the City Council of the City of Weslaco, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 19th day of December, 2017.

CITY OF WESLACO

APPROVED:

David Suarez, Mayor

ATTEST:

Elizabeth Walker, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1423
From: Mardoqueo Hinojosa		
Subject: Discussion and consideration after public hearing on behalf of Rashad Javed Rana to approve Ordinance 2017-54 rezoning 1720 W. 18th Street also being the 3.00 acres out of Farm Tract 658, West Tract, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-3 Rural District. First reading of Ordinance 2017-54. Possible action. (This item requires three-fourths vote as it was denied by Planning and Zoning Commission; Staffed by Planning and Code Enforcement Department.)		
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling to R-3 Rural District. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on November 22, 2017. Ordinance for animal control states "It shall be unlawful for any person to keep or cause to be kept any poultry or livestock within the city as authorized in an R-3 zoning district except as authorized in chapter 150." R-3 District allows: (1) Use regulations. A building or premises shall be used only for the following purposes: a. Any use permitted in the R-1 one-family dwelling district. b. Livestock may be kept as long as they are single-hoofed or split-hoofed. (2) Size regulations. The minimum size of subdivision lots in an R-3 rural district shall be two acres.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on November 20, 2017.		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning recommended denial on December 6, 2017		

Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments: Deny.	
Staff Recommendation: Staff recommends denial for compliance with the 2040 Future Land Use Map.	
Attachments, if any: Aerial, 2040 Zone Map, Rezone Application, Ordinance 2017-54	
Responsibilities upon Approval: Staff will inform applicant.	

Rezone Request

R-1 One Family Dwelling District
R-3 Rural District

Legend

Westgate Drive

W. 18th Street

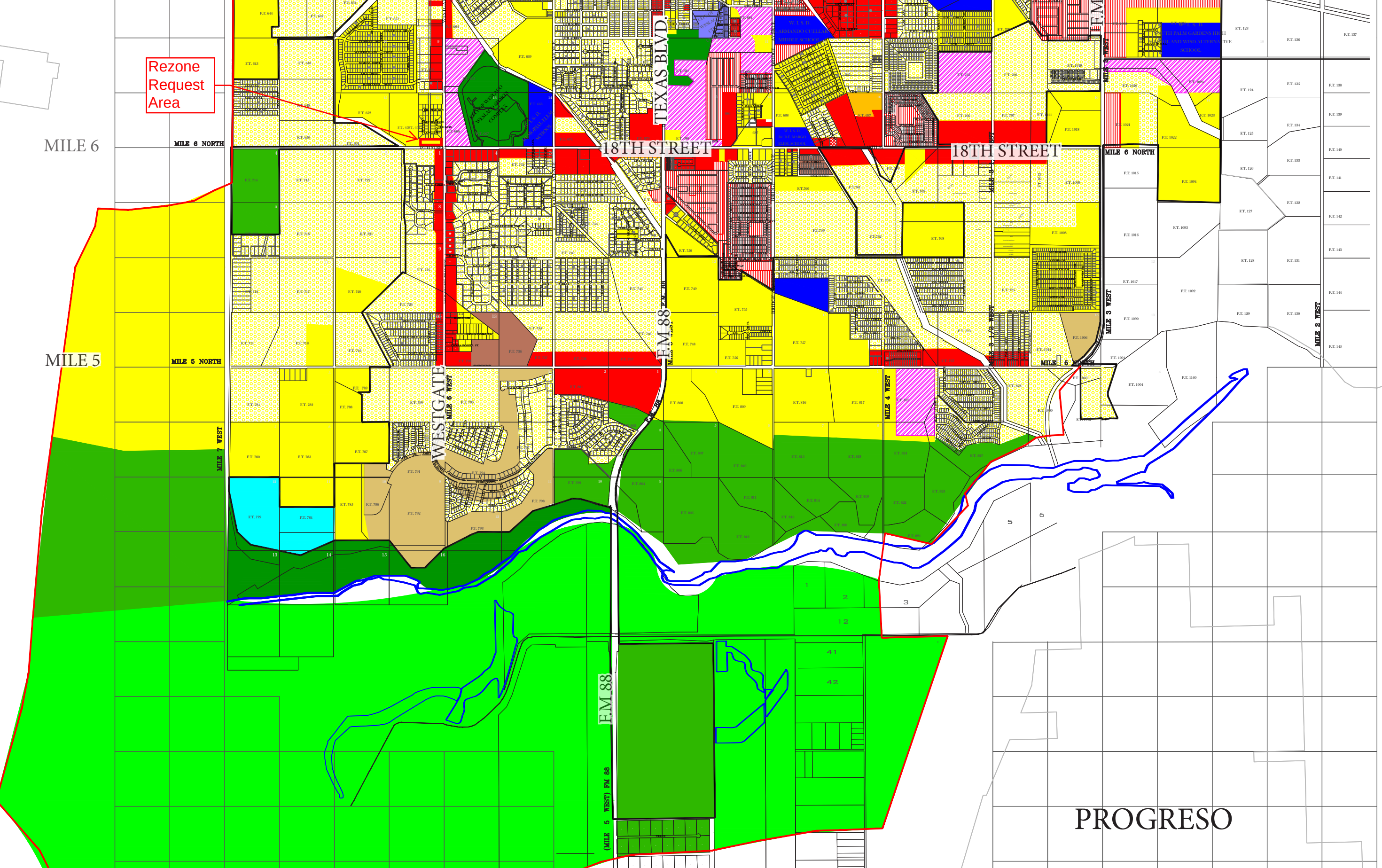


Google Earth

© 2017 Google
© 2017 INEGI

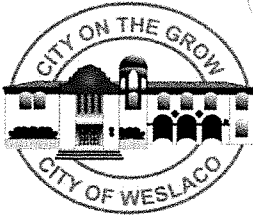
400 ft





Rezone
Request
Area

- Legend:
- R-1 One Family Dwelling District
 - R-2 Duplex & Apts. District
 - B-1 Neighborhood Business District
 - B-2 Secondary & Highway District
 - B-3 Central Business District
 - B-4 Neighborhood District
 - R-3 Rural District
 - Schools



APPLICATION FOR REZONING

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

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

FILE NO.

REZ18-00001

RECEIVED

OCT 30 2017

Planning &
Code Enforcement Dept.

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 3.00 acres out of Farm Tract 658, Block 177

Subdivision Name WEST TRACT (WEST TRACT-S217.1'-E601.92' FT 658 3.0 AC GR 2.54AC NET)

Street Address 1720 West 18th Street Weslaco, Texas 78596

Existing Zoning _____ Existing Land Use R-1

Proposed Zoning _____ Proposed Land Use R-3

\$305 \$300.00 non-refundable filing fee.

Y Detailed dimensioned site plan/map must be submitted with this request.

Y Survey and metes and bounds if the legal description is a portion of a lot.

Y City and school tax receipts attached.

Y I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name RASHAD JAVED RANA Phone 956-463-6900

Address 1624 WOODLAND DR. Fax: _____

City WESLACO State TX Zip Code 78596 E-Mail: rashad_78596@yahoo.com

OWNER

Name RASHAD JAVED RANA Phone 956-463-6900

Address 1624 WOODLAND DR. Fax: _____

City WESLACO State TX Zip Code 78596 E-Mail: rashad_78596@yahoo.com

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

Signature Rashad Rana Date 10-28-2017
Owner

Signature Rashad Rana Date 10-28-2017
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

Notice of Public Hearing Sent to Property Owners within 200' of Proposed Site Date _____

P & Z Notice of Public Hearing Published in Newspaper Date _____

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

THE INTENT OF ZONING

Zoning is defined as the division of a municipality into districts for the purpose of regulating the use of private land. A city's police powers enable the municipality to regulate various land welfare of the entire public. They have been designed to lessen the congestion in the streets; to secure safety from, fire, panic, or other dangers; to provide adequate light and air, to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewage, schools, parks and other public requirements. Zoning must be done in accordance with a comprehensive master plan. Such a plan will be a pattern for future development and prohibits the arbitrary and capricious control of land.

HOW AM I AFFECTED

A city's unique character, just like Weslaco is preserved through the various arrangements of land uses permitted in an area. If incomplete land uses are placed together then the safety and character of Weslaco will be placed in danger. Zoning is used as a tool to establish and maintain the character of a neighborhood, if improper land uses are permitted; in the future they became non-conforming uses and spoil the character of an area. Zoning intent is to prevent this and cannot deny the continued use of a site if the site is non-conforming to the rest of the area. The intent of zoning is to provide guidelines for creating compatible land uses and provide the character Weslaco wishes to preserve.

A STATEMENT ON WESLACO'S ZONING ORDINANCE

Weslaco's Zoning Ordinance consists of the description of uses permitted in each district. It defines the different types of uses permitted in each zone. The Zoning Ordinance specifies height regulations, accessory building regulations parking and loading regulations and area, and density regulations.

WHAT IF A BUILDING OR SITE DOES NOT COMPLY WITH ITS ZONING

If a building infringes upon the required building setbacks requirements; the Weslaco Board of Adjustments and Appeals of Zoning must consider the granting of an exception and may permit modifications to various building and lot requirements when necessitated. This may be due to the unusual size or shape of a parcel of land. Board of Adjustments and Appeals of Zoning Petition Packages are available at the Planning Department.

REZONING APPLICATIONS INSTRUCTIONS

1. Application form must be completed in full with applicant's signature.
2. Statement must be attached to the application stating why the rezoning is requested and the type of operation to be conducted on the property.
3. A three-hundred dollar (\$300.00) application fee must also be submitted along with the application.
4. Once the application is submitted in completed form, the Planning Department is required by State Law to notify by mail all property owners within the 200 foot radius of the affected proposed zone change and advertise in a newspaper fifteen (15) days prior to the public hearing to be held by both the Planning and Zoning and City Commissions on the zone change request.
5. After the Planning and Zoning Commission meeting, the request will be placed on the next available City Commission agenda for final consideration.
6. Should the Planning and Zoning Commission or the owners of 20% of the property within the 200 foot radius of the proposed zone change request, oppose the request, a $\frac{3}{4}$ th vote will be required by the City Commission to receive approval.
7. Only after the second and final reading by the City Commission of the rezoning ordinance, may the activity proposed on the property begin operation after all appropriate permits have been issued.

STATEMENT OF REZONING REQUEST

The property located at Tract 658, Block 177 WEST TRACT (WEST TRACT-S217.1'-E601.92' FT 658 3.0 AC GR 2.54AC NET) 3.00 acres out of Farm will be used solely for livestock (Goats) only. The land is well maintained that enhance the beauty of neighborhood. Livestock is kept tidy and presence of goats provide a country beauty to the area. When livestock grazed in the land give a very pleasing look to the passerby. Overall this will magnify the beauty of the neighborhood.

Respectfully,

Rashad Rana
Rashad Javed Rana

1624 Woodland DR. Weslaco, TX 78596

Hidalgo CAD

Property Search Results > 326543 RANA RASHAD JAVED for Year 2018

Property

Account

Property ID: 326543 Legal Description: WEST TRACT-S217.1'-E601.92' FT 658 3.0AC GR 2.54AC NET
 Geographic ID: W3800-00-658-0000-20 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: 1720 W 18TH ST Mapsco:
 Neighborhood: Map ID: CWL
 Neighborhood CD:

Owner

Name: RANA RASHAD JAVED Owner ID: 1084795
 Mailing Address: 1624 WOODLAND DR % Ownership: 100.0000000000%
 WESLACO, TX 78596

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$31,906	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$6,480	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$24,000	\$590
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$62,386	
(-) Ag or Timber Use Value Reduction:	-	\$23,410	
(=) Appraised Value:	=	\$38,976	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$38,976	

Taxing Jurisdiction

Owner: RANA RASHAD JAVED
 % Ownership: 100.0000000000%
 Total Value: \$62,386

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$38,976	\$38,976	\$0.00
CWL	CITY OF WESLACO	0.666700	\$38,976	\$38,976	\$259.85
DR1	DRAINAGE DISTRICT #1	0.095100	\$38,976	\$38,976	\$37.07
GHD	HIDALGO COUNTY	0.590000	\$38,976	\$38,976	\$229.96
JCC	SOUTH TEXAS COLLEGE	0.185000	\$38,976	\$38,976	\$72.11
R02	ROAD DIST 02	0.000000	\$38,976	\$38,976	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$38,976	\$38,976	\$19.18
SWL	WESLACO ISD	1.139700	\$38,976	\$38,976	\$444.21

W09	HIDALGO & CAMERON IRRG DISTRICT #9	0.000000	\$38,976	\$38,976	\$0.00
Total Tax Rate:		2.725700			
Taxes w/Current Exemptions:				\$1,062.38	
Taxes w/o Exemptions:				\$1,062.37	

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** E1 **Living Area:** 1370.0 sqft **Value:** \$31,906

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	WDLW - 3M	DWD	1961	1370.0
POR	PORCH (COVERED)	*		1961	84.0
PAT	PATIO	*		1961	84.0
RSHD	RES SHED	*		1980	1344.0
GAR	GARAGE	*		1961	960.0
CPT	CARPORT	* - *		1961	352.0
CAN	CANOPY	*		1980	360.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	0.5400	23522.40	0.00	0.00	\$6,480	\$0
2	P	GRAZING 1PASTWET	2.0000	87120.00	0.00	0.00	\$24,000	\$590

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2018	\$31,906	\$30,480	590	38,976	\$0	\$38,976
2017	\$31,906	\$30,480	590	38,976	\$0	\$38,976
2016	\$15,097	\$30,480	0	45,577	\$0	\$45,577
2015	\$15,403	\$30,480	0	45,883	\$0	\$45,883

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	9/8/2016	SWD	SPEC. W/D	BOECKER BERNARD F	RANA RASHAD JAVED			2747207
2	8/26/1993	CONV	CONVERSION	ERROR ACCOUNT	BOECKER BERNARD F			340764
3		CONV	CONVERSION	BOECKER GUS	ERROR ACCOUNT			

Tax Due

Property Tax Information as of 10/25/2017

Amount Due if Paid on: 

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

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

Questions Please Call (956) 381-8466

RIO-DELTA SURVEYING

24593 FM 88

Monte Alto, Texas 78538

956-380-5154 956-380-5156 fax

T.B.P.L.S. FIRM # 10013900

Metes and Bounds Description

BEING 3.00 ACRES OUT OF FARM TRACT SIX HUNDRED FIFTY EIGHT (658) BLOCK ONE HUNDRED SEVENTY SEVEN (177), WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 2, PAGE 34, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND SAID 3.00 ACRE TRACT IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING ON THE SOUTHEAST CORNER OF SAID FARM TRACT 658 WITHIN THE INTERSECTION OF RIGHT OF WAY OF WESTGATE AVENUE AND 18TH STREET, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE S 88°36'16" W (WEST), WITH THE SOUTH LINE OF SAID FARM TRACT 658 AND WITHIN THE RIGHT OF WAY OF SAID 18TH STREET, A DISTANCE OF 603.42' (601.92') TO THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED TO JOE C. FISHER, JR, AS RECORDED IN DOCUMENT NO. 1057967, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

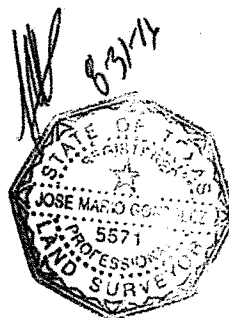
THENCE N 01°00'02" W (NORTH), AT A DISTANCE OF 25.00' PASS THE NORTH RIGHT OF WAY LINE OF SAID 18TH STREET, CONTINUING A TOTAL DISTANCE OF 217.11' (217.10') TO A 1/2" IRON ROD FOUND ON THE SOUTHWEST CORNER OF THE KEYS ON WESTGATE, AS RECORDED IN VOLUME 48, PAGE 57, MAP RECORDS, HIDALGO COUTNY, TEXAS, FOR THE NORTHWETS CORNER OF THIS TRACT OF LAND;

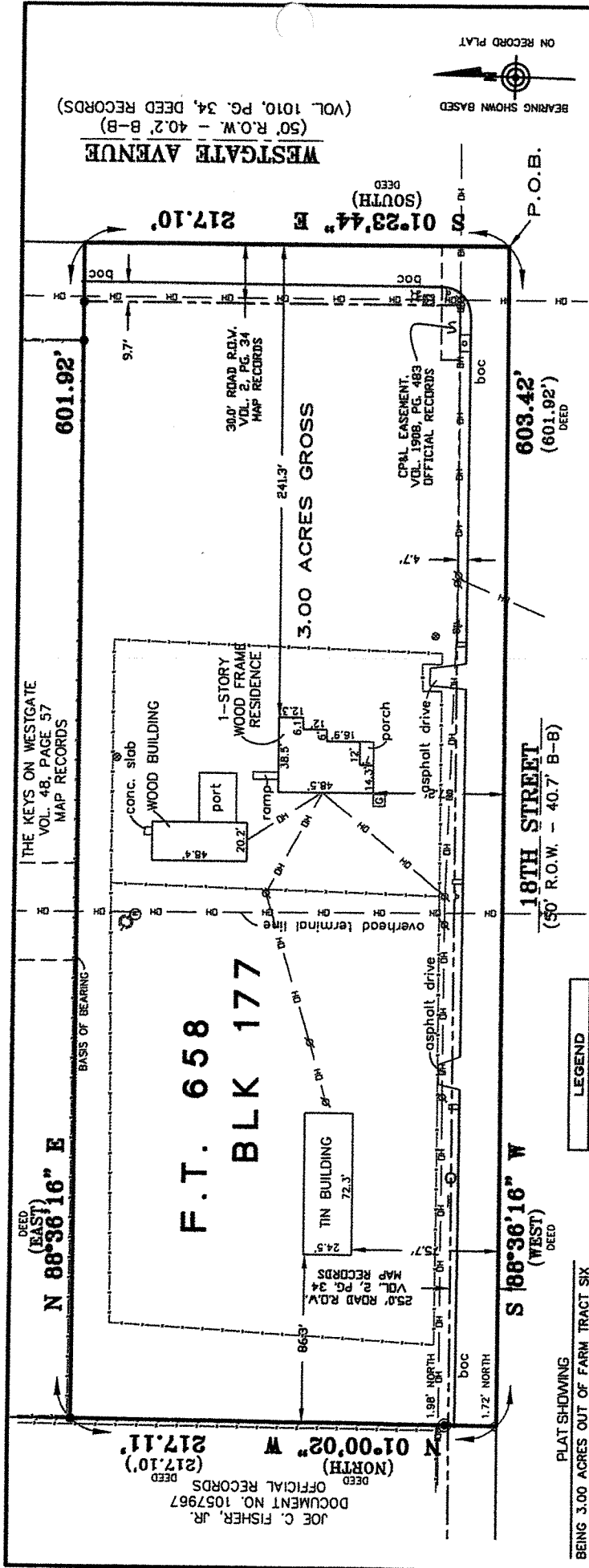
THENCE N 88°36'16" E (EAST), WITH THE SOUTH LINE OF SAID THE KEYS ON WESTGATE, AT A DISTANCE OF 571.92' PASS A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY OF SAID WESTGATE AVENUE, CONTINUING A TOTAL DISTANCE OF 601.92' TO THE EAST LINE OF SAID FARM TRACT 658 WITHIN THE RIGHT OF WAY OF SAID WESTGATE AVENUE, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 01°23'44" E (SOUTH), WITH THE EAST LINE OF SAID FARM TRACT 658 AND WITHIN THE RIGHT OF WAY OF SAID WESTGATE AVENUE, A DISTANCE OF 217.10' TO THE POINT OF BEGINNING CONTAINING 3.00 ACRES MORE OR LESS.

A plat of even survey date herewith accompanies this metes and bounds description.

Basis of Bearing: T.S.P.C. South Zone NAD 1983





SCALE: 1" = 60'

I, JOSE MARIO GONZALEZ, 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.

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1571

RIO DELTA SURVEYING
24503 FM 80, MONTE AITO, TX 78658
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTA.SURVEYING.COM
T.E.P.L.S. FIRM # 10019900

- SCHEDULE B ITEMS:**
1. Subjacent easements, rules, regulations and rights in favor of Hidalgo and Commen Councils Water Control and Improvement District No. 6.
 2. Subject to any portion of subject property described herein lying in canal right of way.
 3. Right of way for pipelines, ditches, etc. as shown by instrument dated April 1, 1920, recorded in Volume 105, Page 237, Deed Records of Hidalgo County, Texas. (Blindset)
 4. Right of way in favor of Central Power and Light Company as shown by instrument recorded in Volume 305, Page 180 and Volume 522, Page 528, Deed Records of Hidalgo County, Texas. (Blindset)
 5. Rights of parties in possession.
 6. Visible and apparent easements on or across the property hereth described.
 7. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
 8. Any encroachment, encumbrance, violation, variation, or other circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

LEGEND	
○	SET 1/2 INCH IRON ROD
●	WOOD CAP STAMPED
○	WOOD SURVEYING
○	1/2 INCH IRON ROD
○	GAS METER
○	POST
○	MANHOLE
○	CABLE INLET
○	CABLE MARKER
○	POWER POLE
○	UTILITY WIRE
○	TRAFFIC SIGN
○	GAS METER
○	FIRE HYDRANT
○	MAIL BOX
○	BR. STAND PIPE
○	BR. VALVE
○	FENCE
○	POWER LINE
○	BACK OF CURB TO
○	BACK OF CURB TO
○	BACK OF CURB TO
○	R.O.W. - RIGHT OF WAY

BEING 3.00 ACRES OUT OF FARM TRACT SIX HUNDRED FIFTY EIGHT (658), BLOCK ONE HUNDRED SEVENTY SEVEN (177), WEST TRACT SUBDIVISION, AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGE 34, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

REQUESTED BY: RASHAD JAVED RANA
ADDRESS: 1740 W 18TH STREET
WESLACO, TEXAS
SURVEYED: AUGUST 30, 2016
GF#: 149037
FLOOD ZONE DESIGNATION: ZONE "B"
COMMUNITY-PANEL NUMBER: 480334 0525 B
MAP REVISED: JANUARY 2, 1981

JOE C. FISHER, JR.
DOCUMENT NO. 1057967
DEED
OFFICIAL RECORDS
(NORTH)
N 01°00'02" W (217.10')
DEED
N 88°36'16" E
DEED
THE KEYS ON WESTGATE
VOL. 48, PAGE 57
MAP RECORDS
601.92'
30.0' ROAD R.O.W.
VOL. 2, PG. 34
MAP RECORDS
9.7'
217.10'
S 01°23'44" E
DEED
(50' R.O.W. - 40.2' B-B)
WESTGATE AVENUE
(VOL. 1010, PG. 34, DEED RECORDS)
(50' R.O.W. - 40.2' B-B)
ON RECORD PLAT
BEARING SHOWN BASED
P.O.B.
603.42'
(601.92')
DEED
3.00 ACRES GROSS
241.3'
CPAL EASEMENT,
VOL. 1908, PG. 483
OFFICIAL RECORDS
4.7'
18TH STREET
(50' R.O.W. - 40.7' B-B)
DEED
S 88°36'16" W
(WEST)
DEED
PLAT SHOWING
TIN BUILDING
72.3'
24.5'
25.0' ROAD R.O.W.
VOL. 2, PG. 34
MAP RECORDS
86.5'
1.98' NORTH
1.72' NORTH
asphalt drive
overhead terminal line
ramp
port
WOOD BUILDING
conc. slab
1-STORY WOOD FRAME RESIDENCE
porch
asphalt drive

CITY OF WESLACO
956-968-3181

REC#: 02313795 10/30/2017 11:46 AM
OPER: Karev TERM: 036
REF#: 1117
PAID BY:

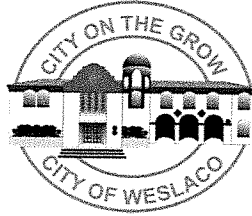
TRAN: 235.1000 PROCESSING FEE
4901
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 204.0000 REZONING APPL FEE
4901
01 -400-1027
REZONING APPLICATIO 300.00CR

TENDERED: 305.00 CHECK
APPLIED: 305.00-
CHANGE: 0.00

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

November 22, 2017

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, December 6, 2017 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, December 19, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

Rashad Javed Rana is requesting to rezone 1720 W. 18th Street, also being Lots 3.00 acres out of Farm Tract 658, Block 177, West Tract, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-3 Rural District.

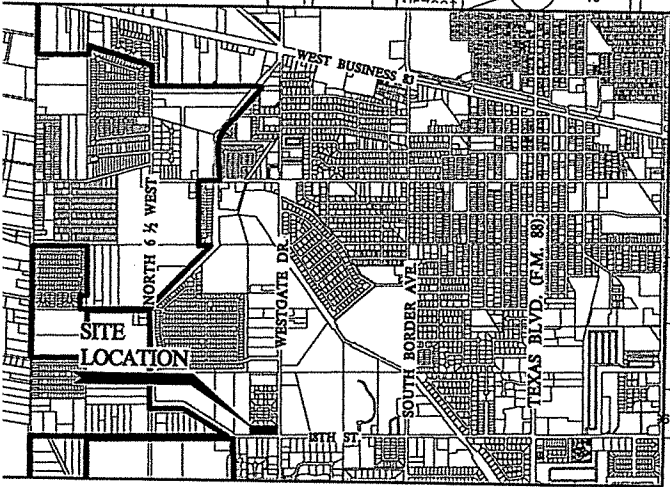
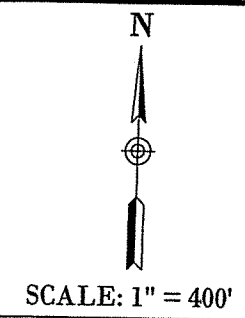
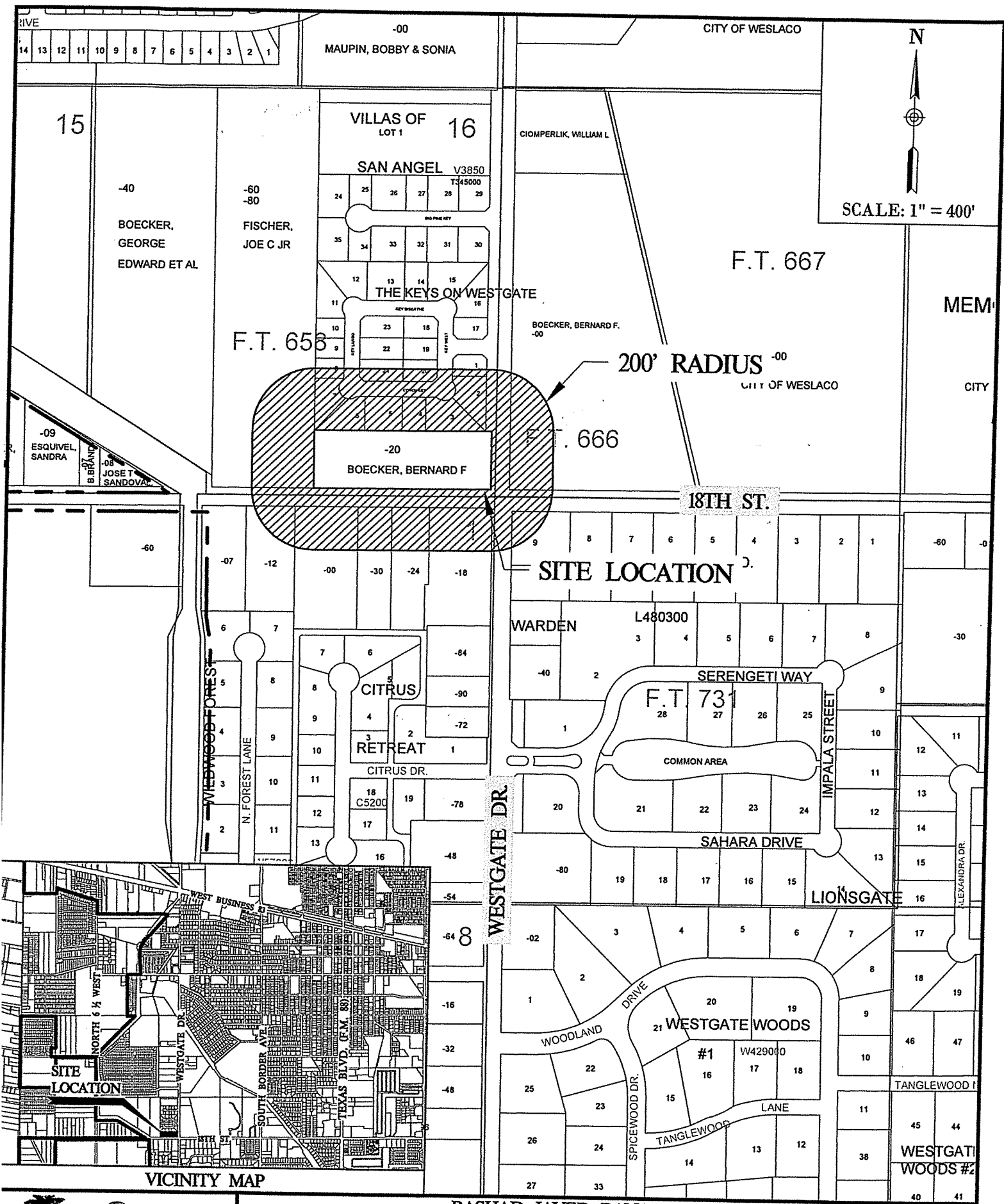
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

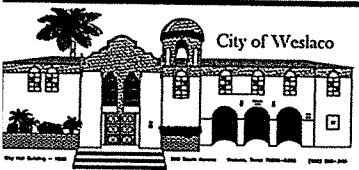
Sincerely,

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

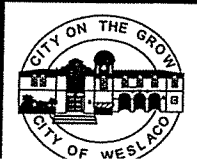
MH/mh



VICINITY MAP



RASHAD JAVED RANA
 1720 W. 18TH ST.
 BLOCK 177
 WEST TRACT (WEST TRACT S217.1-E601.92 FT 658 3.0 AC GR 2.54
 EXIST R-1 PROP ZONING: D-2



NOV 21, 2017

HALDER DONALD D & MARCIA L 1803 S WESTGATE DR WESLACO TX 78596-9407	K3260-00-000-0009-00 KEY WEST LOT 9 1803 S WESTGATE DR	L: 43225 B: 36391
FERRER MARIO M JR & JESSICA D 1613 KEY WEST DR WESLACO TX 78596	T3450-00-000-0001-00 THE KEYS ON WESTGATE LOT 1 1613	L: 24668 B: 107828
CONFIDENTIAL 1701 KEY WEST DR WESLACO TX 78596	T3450-00-000-0002-00 THE KEYS ON WESTGATE LOT 2 1701	L: 42326 B: 144322
GARZA ISRAEL B & ROXANNE H 1705 CONCH KY WESLACO TX 78596	T3450-00-000-0003-00 THE KEYS ON WESTGATE LOT 3 1705 CONCH KEY	L: 48096 B: 131182
CONFIDENTIAL 1709 CONCH KEY WESLACO TX 78596	T3450-00-000-0004-00 THE KEYS ON WESTGATE LOT 4 1709 CONCH KEY	L: 27225 B: 107429
STUBBS MELINDA 1801 CONCH KY WESLACO TX 78596	T3450-00-000-0005-00 THE KEYS ON WESTGATE LOT 5 1801 CONCH KEY	L: 42240 B: 117639
MULLIS ROBERT S & CHRISTINE 6915 ROBBIE RD ODESSA TX 79765	T3450-00-000-0006-00 THE KEYS ON WESTGATE LOT 6 1807 CONCH KEY	L: 38099 B: 103445
SALAZAR ARTURO & ERICA 1702 KEY LARGO WESLACO TX 78596	T3450-00-000-0007-00 THE KEYS ON WESTGATE LOT 7 1702 KEY LARGO	L: 33523 B: 122451
FULLER MARVIN 1420 LION LAKE DR N WESLACO TX 78596	T3450-00-000-0008-00 THE KEYS ON WESTGATE LOT 8 1612 KEY LARGO	L: 19878 B: 116355
LAS 3 MARIAS LLC 4002 LA HACIENDA DR WESLACO TX 78596	T3450-00-000-0020-00 THE KEYS ON WESTGATE LOT 20 1614	L: 25262 B: 110195
SALINAS DAVID & MARIA C 1613 KEY LARGO WESLACO TX 78596	T3450-00-000-0021-00 THE KEYS ON WESTGATE LOT 21 1613 KEY LARGO	L: 32251 B: 132732
RANA RASHAD JAVED 1624 WOODLAND DR WESLACO TX 78596	W3800-00-658-0000-20 WEST TRACT-S217.1'-E601.92' FT 6 58 3.0AC GR 2.54AC NET 1720 W 18TH ST	L: 6480 B: 31906

NOV 21, 2017

FISCHER JOE C JR 911 S AIRPORT DR WESLACO TX 78596	W3800-00-658-0000-60 WEST TRACT E10.0AC-E10.0AC-W20.0 AC OF FT 658 8.54AC NET 1922 18TH ST	L: 12000 B: 16010
FISCHER, JOE C, Jr. 911 S AIRPORT DR WESLACO TX 78596-665	W3800-00-658-0000-80 WEST TRACT 1.0AC-E10-W20AC FT 8	L: 27160 B: 35998
BOECKER BERNARD F 9419 CAMINO VENADO HELOTES TX 78023	W3800-00-666-0000-00 WEST TRACT 12.79AC OF FT 666 10. 91AC NET 0 18TH ST	L: 0 B: 0
RODRIGUEZ DOMINGA C 407 S ILLINOIS AVE WESLACO TX 78596	W3800-00-723-0000-00 WEST TRACT W203.07'-E660'-N429'- FT 723 2.00ACNET 1821 W 18TH ST	L: 67680 B: 59906
OCHOA ALFONSO & YOLANDA Q 1901 N 18TH ST WESLACO TX 78596	W3800-00-723-0000-12 WEST TRACT N373'-E158'-W300' FT 723 1.35AC GR 1.28AC NET 1901 W 18TH ST	L: 50126 B: 142136
TAORMINA FRANK & LINDA 1701 W 18TH ST WESLACO TX 78596	W3800-00-723-0000-18 WEST TRACT N429'-E238.92' EXC W1 2'-N280' & EXC S15'-E228.92' FT 1701 W 18TH ST	L: 68532 B: 112000
FORD CLEVE & MIRIAM E 1721 W 18TH ST WESLACO TX 78596	W3800-00-723-0000-24 WEST TRACT W109'-E347.9'-N429' & W12'-E238.93'-N280' FT 723 1.15 1721 W 18TH ST	L: 41902 B: 117799
MCALPIN ROYCE 1801 W 18TH ST WESLACO TX 78596	W3800-00-723-0000-30 WEST TRACT FT 723 W109'-E456.92'- N429' FT 723 1.07AC 1801 W 18TH ST	L: 69914 B: 99529

CITY OF WESLACO LEGAL NOTICE

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, December 6, 2017 at 5:30 p.m. and the City Commission will also hold a Public Hearing on Tuesday, December 19, 2017 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following requests:

Si desea informacion en español, llame al departamento de Planeación de la Ciudad de Weslaco, (956) 447-3403.

Rashad Javed Rana is requesting to rezone 1720 West 18th Street also being Lots 3.00 acres out of Farm Tract 658, Block 177, West Tract, Weslaco, Hidalgo County, Texas, from R-1 One Family Dwelling to R-3 Rural District.

The public is invited to attend and express support for or opposition to these applications. You may also file written support or opposition on or before December 6, 2017, for the Planning and Zoning Commission and on or before December 19, 2017, for the City Commission. For additional information, contact the Planning Department at (956) 447-3403

/S/ MARDOQUEO HINOJOSA, P.E., CFM
Planning Director/City Engineer

ORDINANCE NO. 2017-54

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1720 W. 18TH STREET ALSO BEING THE 3.00 ACRES OUT OF FARM TRACT 658, WEST TRACT (WEST TRACT –S217.1’ – E601.92’ FT 658 3.0 AC FR 2.54 AC NET) WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING TO R-3 RURAL DISTRICT.

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

SECTION I: R-1 One Family Dwelling District to R-3 Rural District being the 3.00 acres out of Farm Tract 658, West Tract (West Tract –S217.1’ – E601.92’ FT 658 3.0 AC FR 2.54 AC NET), also being 1720 W. 18th Street, 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 19th day of December, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

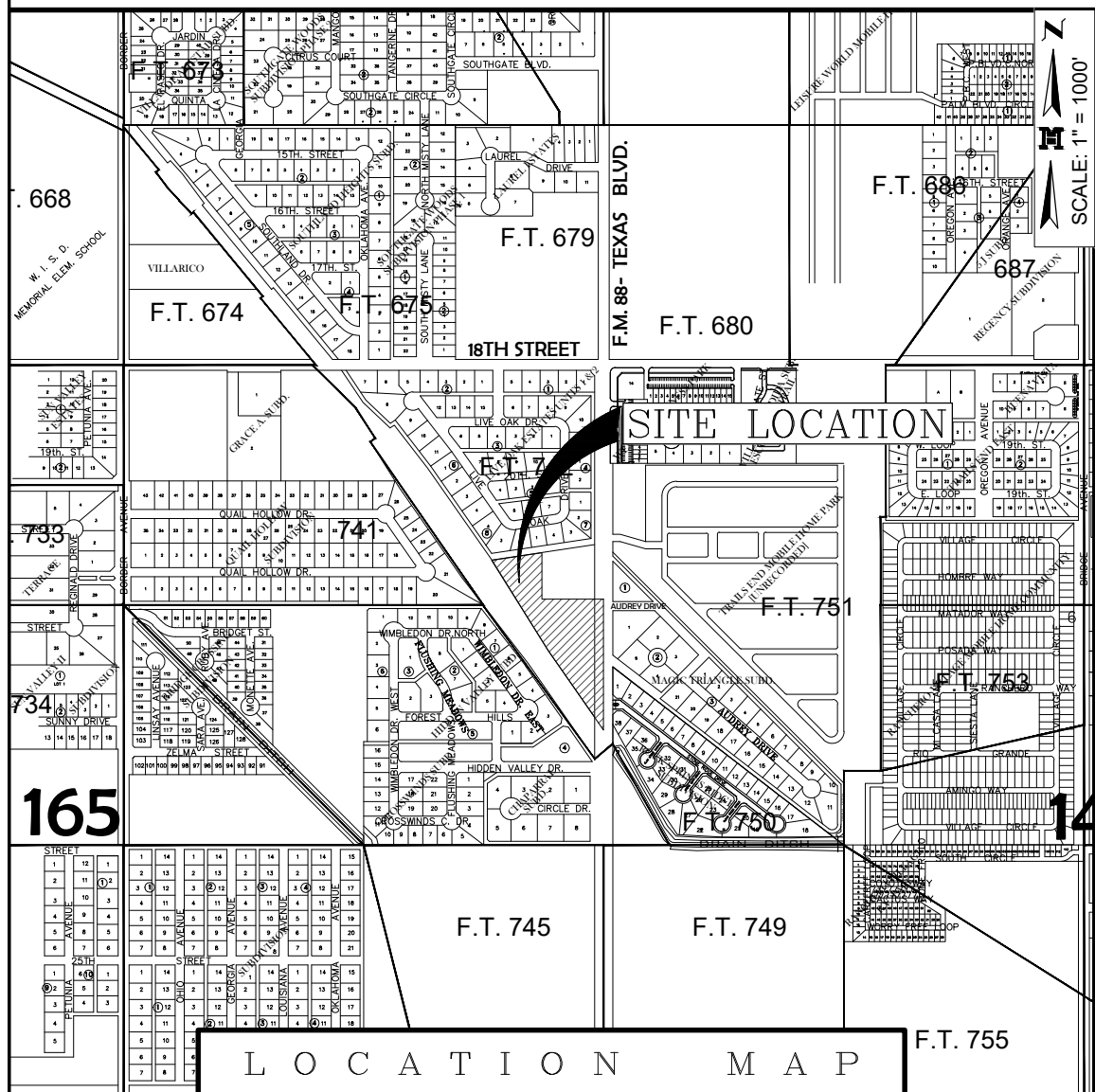
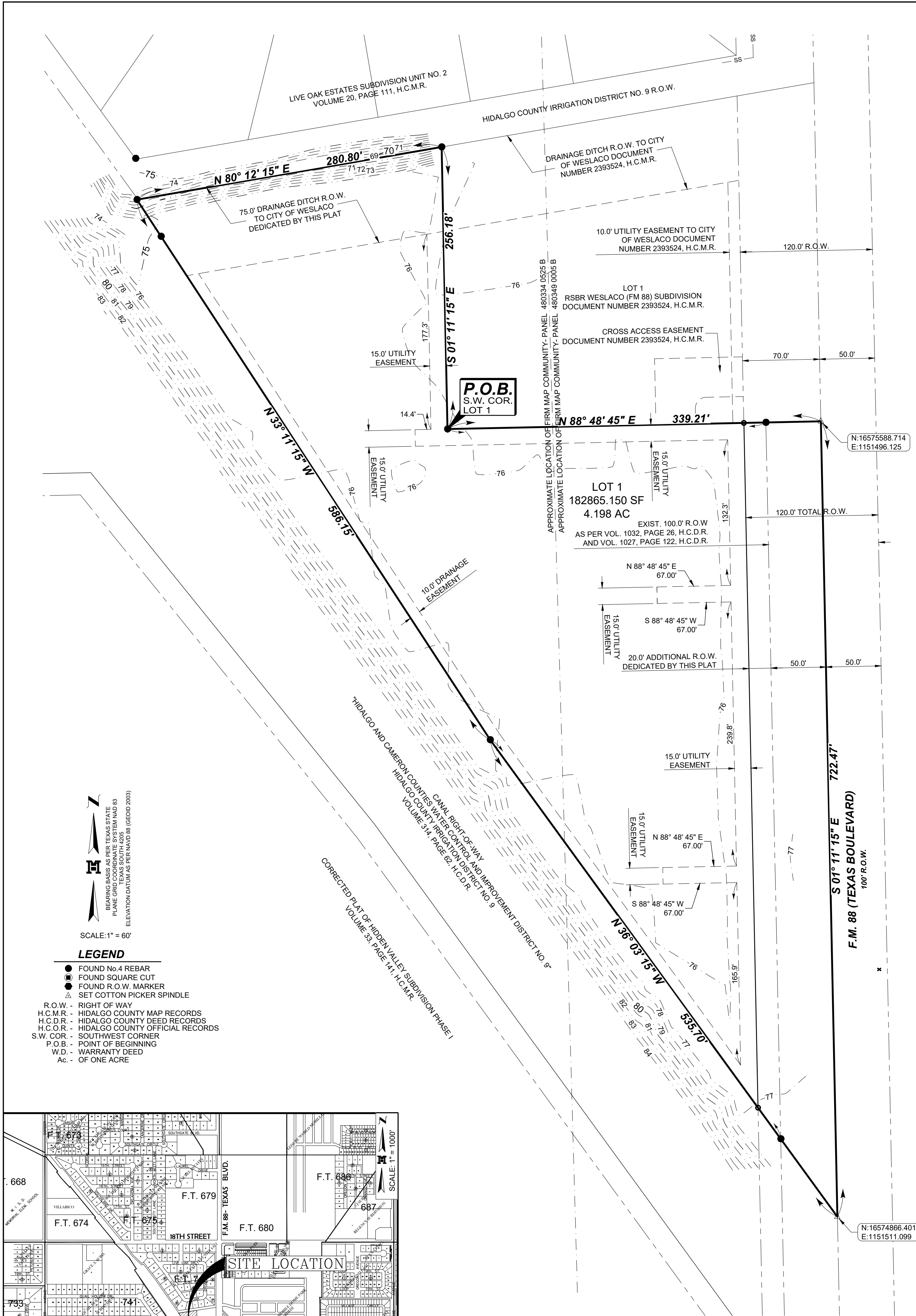
APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1424	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to approve a six month extension of the Final Plat for Descanso Subdivision – being a 5.278 acres out of Farm Tract 743, the West and Adams Tract Subdivision Weslaco, Hidalgo County, Texas, located at 2200 S. Texas Boulevard. Possible action. (Staffed By Planning And Code Enforcement Department.)			
Background: The proposed One (1) lot subdivision is inside the City of Weslaco. This subdivision is being serviced with water by City of Weslaco through a 8" waterline and sewer services through an 8" sewer line. The property is within a Flood Zone "B". Subdivision was approved in 2016. Developer is requesting additional time to finalize plat process.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: City Commission approved the final plat on October 18, 2016			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning Commission approved the six-month time extension on December 6, 2017.			
Elizabeth Walker Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Subdivision Plat, Subdivision Attachments			
Responsibilities upon Approval: Planning staff will advise applicant.			



DRAWN BY: EM	DATE: 09-08-16
SURVEYED, CHECKED:	DATE:
FINAL CHECK	DATE:

MBP FIRM # F-1435

M

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

115 W. MCINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947

227 N. F.M. 3167
800 GRANDE CITY, TX 78562
PH: (956) 487-9256
FAX: (956) 488-8591
www.meldenandhunt.com

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ARTURO ORTEGA	4824 S. JACKSON	EDINBURG, TX 78539	(956) 720-4634	(956) 720-4654
ENGINEER:	MARIO A. REYNA	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

PLAT OF
DESCANSO SUBDIVISION

BEING A RESUBDIVISION OF 5.278 ACRES
OUT OF FARM TRACT 743
THE WEST AND ADAMS TRACT SUBDIVISION
VOLUME 2, PAGES 34-37, H.C.M.R.
CITY OF WESLACO, HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 5.278 ACRES OF LAND SITUATED IN THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF FARM TRACT 743, THE WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS, WHICH SAID 5.278 ACRES WERE CONVEYED TO ARTURO ORTEGA BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2384763, HIDALGO COUNTY OFFICIAL RECORDS, SAID 5.278 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND ON THE SOUTHWEST CORNER OF LOT 1, RSBR WESLACO (FM 88) SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED UNDER DOCUMENT NUMBER 2393524, HIDALGO COUNTY MAP RECORDS, FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND:

- THENCE, N 88° 48' 45" E ALONG THE SOUTH LINE OF SAID LOT 1, AT A DISTANCE OF 289.21 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING WEST RIGHT-OF-WAY LINE OF FM 88 (TEXAS BOULEVARD), CONTINUING A TOTAL DISTANCE OF 339.21 FEET TO A COTTON PICKER SPINDLE SET (NORTHING: 16575588.714, EASTING: 1151496.125) ON THE EAST LINE OF SAID FARM TRACT 743, FOR THE EASTERNMOST NORTHEAST CORNER OF THIS TRACT;
- THENCE, S 01° 11' 15" E ALONG THE EAST LINE OF SAID FARM TRACT 743, AND WITHIN THE RIGHT-OF-WAY OF FM 88 (TEXAS BOULEVARD) A DISTANCE OF 722.47 FEET TO A COTTON PICKER SPINDLE SET (NORTHING: 16574866.401, EASTING: 1151511.099) ON THE SOUTHERNMOST CORNER OF SAID FARM TRACT 743, FOR THE SOUTHEAST CORNER OF THIS TRACT;
- THENCE, N 36° 03' 15" W ALONG A WEST LINE OF SAID FARM TRACT 743, AT A DISTANCE OF 87.46 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING WEST RIGHT-OF-WAY LINE OF FM 88 (TEXAS BOULEVARD), CONTINUING A TOTAL DISTANCE OF 535.70 FEET TO A NO. 4 REBAR FOUND FOR AN ANGLE POINT OF THIS TRACT;
- THENCE, N 33° 11' 15" W ALONG A WEST LINE OF SAID FARM TRACT 743, A DISTANCE OF 586.15 FEET TO A NO. 4 REBAR FOUND ON THE NORTHWEST CORNER OF SAID FARM TRACT 743, FOR THE NORTHWEST CORNER OF THIS TRACT;
- THENCE, N 80° 12' 15" E A DISTANCE OF 280.80 FEET TO A NO. 4 REBAR FOUND ON THE NORTHWEST CORNER OF SAID RSBR WESLACO (FM 88) SUBDIVISION, FOR THE WESTERNMOST NORTHEAST CORNER OF THIS TRACT;
- THENCE, S 01° 11' 15" E ALONG THE WEST LINE OF SAID RSBR WESLACO (FM 88) SUBDIVISION, A DISTANCE OF 256.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.278 ACRES, OF WHICH 0.788 OF ONE ACRE LIES WITHIN THE RIGHT-OF-WAY OF FM 88 (TEXAS BOULEVARD), LEAVING A NET OF 4.198 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES & RESTRICTIONS:

- PROPOSED SETBACKS:
FRONT: 25 FEET;
REAR: 10.00' OR EASEMENT WIDTH WHICHEVER IS GREATER
SIDE: 5.00' OR EASEMENT WIDTH WHICHEVER IS GREATER

THE AVERAGE LOT DEPTH SHALL BE USED TO DETERMINE THE DIMENSION USED WHEN CALCULATING THE 20% LOT DEPTH FOR IRREGULAR LOTS.
- FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR & 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD, ACCORDING TO THE FLOOD INSURANCE RATE MAP:
COMMUNITY-PANEL NUMBER: 480334 1025 B EFFECTIVE DATE: JANUARY 2, 1981
COMMUNITY PANEL NUMBER 480349 0505 B, EFFECTIVE DATE: MARCH 4, 1980.
- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB LOCATED IN THE CENTER FRONT OF THE LOT.
- BENCH MARK 1:
- NO BUILDING IMPROVEMENTS SHALL BE PERMITTED ON OR WITHIN ANY EASEMENT IN THIS SUBDIVISION.
- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 35,462 CUBIC-Feet OR 0.814 ACRE-Feet. EACH LOT WILL BE REQUIRED TO DETAIN ITS PRO-RATA SHARE OF STORM WATER VOLUME. AN APPROVED STORM WATER DETENTION PLAN WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
- NO CONSTRUCTION OF ANY STRUCTURES IS ALLOWED UNLESS FIRE PROTECTION IS IN PLACE.
- SITE PLAN SHALL BE APPROVED BY THE CITY OF WESLACO PRIOR TO ISSUE OF BUILDING PERMIT.
- LAND USE SHALL COMPLY WITH CITY OF WESLACO R-2, DUPLEX AND APARTMENTS DISTRICT ZONING.
- 5' SIDEWALK ALONG F.M. 88.
- FOLLOW LANDSCAPE ORDINANCE AS PER CITY REQUIREMENTS.
- FOLLOW STREET LIGHT ORDINANCE AS PER CITY REQUIREMENTS.
- STORM WATER POLLUTION PREVENTION PLAN PRIOR TO BUILDING.

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 THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE

**COUNTY OF HIDALGO
IRRIGATION DISTRICT NO. 9**

THIS PLAT IS APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 9 ON THIS THE _____ DAY OF _____, 20____.

PRESIDENT

ATTEST: SECRETARY

NOTE: HIDALGO COUNTY IRRIGATION DISTRICT NO. 9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OF 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.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS THE "_____" DESCANSO SUBDIVISION, "_____" TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

ARTURO ORTEGA
4824 S. JACKSON
EDINBURG, TX 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED _____ ARTURO ORTEGA, AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE _____ DAY OF _____, 20____.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

DATE PREPARED: 09/22/16
ENGINEERING JOB # 16059.00

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MISSION, TEXAS.

DATED THIS THE _____ DAY OF _____, 20____.

FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No. 4750
STATE OF TEXAS

DATE SURVEYED: 09/19/2016
T-1022, PG. 18
SURVEY JOB # 16059.08

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

APPROVED THIS THE _____ DAY OF _____, 20____.

CHAIRPERSON, PLANNING AND ZONING COMMISSION

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

MAYOR, CITY OF WESLACO

DATE

CITY CLERK

DATE

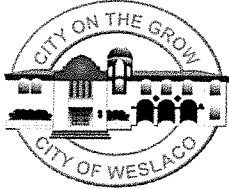


FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



SUBDIVISION PLATTING APPLICATION

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

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

FILE NO. 2016-06

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

GENERAL INFORMATION

Name of Subdivision: DESCANSO SUBDIVISION

Location: 2200 S. Texas Blvd

Legal Description: 5.278 acres out of Farm Tract 743, the West and Adams Tract Subdivision

Is subdivision inside city limits? ☒ YES ☐ NO

If subdivision is in the ETJ, indicate? ☐ 2 Mile ☐ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R-2

Existing Land Use: OPEN Proposed Land Use: APARTMENTS

Number of Lots Proposed: 1 Gross Acreage: 5.278

Title Report Submitted: ☐ Yes ☐ No

OWNER INFORMATION

Owner's Name: 3 BU FAMILY LIMITED PARTNERSHIP Telephone: C/O 956-381-0981

Address: 201 S. BALES RD., UNIT 10 Fax: C/O 956-381-1839

City: MCALLEN State: TX Zip: 78503 E-mail: mario@meldenandhunt.com

ENGINEER INFORMATION

Name: MELDEN & HUNT, INC. C/O MARIO A. REYNA Telephone: 956-381-081

Address: 115 W. MCINTYRE STREET Fax: 956-381-1839

City: EDINBURG State: TX Zip: 78541 E-mail: mario@meldenandhunt.com

VARIANCE

Will proposed subdivision require a variance to the Code?

☒ YES ☐ NO

Describe in detail the variance requested and reason why:

SEE ATTACHED VARIANCE

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 <u>VERIZON</u>	☒ YES ☐ NO Gas Utility	☒ YES ☐ NO Cable Utility
--	---	---

Proposed subdivision is in the following districts:

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

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

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

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

SUBMITTALS REQUIRED FOR SUBDIVISION REVIEW

☒ Seven (7) sets of preliminary plat folded and stapled (24 x 36) and forward a copy in PDF format to

mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov

☒ \$50.00 Subdivision Review fee

☒ One 11" X 17" reduced copy of plat

☒ Plat Layout

☒ Existing & Proposed Easements

☒ Existing & Proposed ROW

☒ Existing & Proposed Drainage Easements

☒ Contours

☒ Flood Zones

☒ Adjoiners

☒ Existing & Proposed street names

☒ Utility Layout

☒ Existing & Proposed Utilities

☒ Proposed Fire Hydrants

☒ Adjoiners

☒ Street names

☒ Drainage plans and calculations with engineer's seal

☒ Elevations

☒ Flood directional arrows

☒ Detention areas

☒ Street names

☒ Proof of ownership of the property

N/A 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

N/A Trip Generation Worksheet

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

_____ Twelve (12) sets of plans **FOLDED & STAPLED** (24 x 36) with all corrections done
_____ \$350.00 (one time fee for preliminary and final plat)

SUBMITTALS REQUIRED FOR FINAL (P & Z)

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

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

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

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

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

_____ Electronic file of final plat and as-builds
_____ Reproducible plat to be recorded with all required signatures
_____ 2% inspection fee
_____ Memo from engineering inspector releasing subdivision
_____ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
_____ 30 Year Water and 30 Year Sewer Service Agreements
_____ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

** Any revisions requested would require resubmission of plats and reduced copy reflecting changes.

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature: Mari Reyna Date: 9-22-16

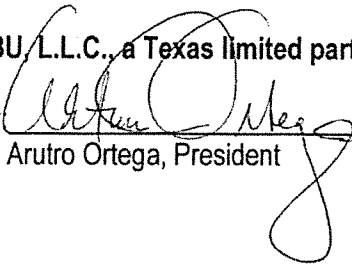
Authorized Agent Printed Name: Mario Reyna

OWNER'S AUTHORIZATION

I, 3 BU FAMILY LIMITED PARTNERSHIP, a Texas limited partnership, hereby authorize Mario A. Reyna, P.E. Project Engineer and Fred L. Kurth, P.E., R.P.L.S., President of Melden and Hunt, Inc. to sign all zoning/subdivision and the necessary paperwork to the City of Weslaco for the proposed residential development being 5.480 +/- ACRES FARM TRACT SEVEN HUNDRED FORTY-THREE (743), THE WEST AND ADAMS TRACT SUBDIVISION, Hidalgo County, Texas as per map or plat thereof recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas.

**3BU FAMILY LIMITED PARTNERSHIP,
a Texas limited partnership**

3BU, L.L.C., a Texas limited partnership

By 
Arturo Ortega, President

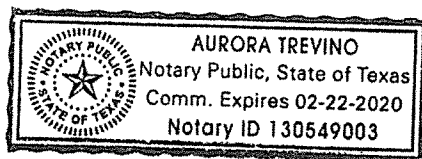
ACKNOWLEDGEMENT

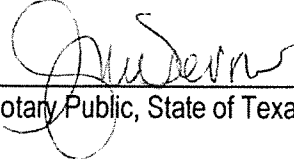
STATE OF TEXAS §

COUNTY OF HIDALGO §

Before me, the undersigned authority, on this day personally appeared Arturo Ortega known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration herein stated.

Given under my hand and seal of office, this the 24 day of March, 2016.




Notary Public, State of Texas

CITY OF WESLACO
956-968-3181

REC#: 02178256 9/26/2016 11:51 AM
OPER: UBTMP TERM: 035
REF#: 8146

TRAN: 208.0000 SUBDIVISION REVIEW
MELDEN AND HUNT, INC
2200 S. TEXAS BLVD
SUBDIVISION FEES 50.00CR

TENDERED: 50.00 CHECK
APPLIED: 50.00-

00

MELDEN & HUNT INC.

115 W. McINTYRE
EDINBURG, TX 78541

OFF: (956) 381-0981
FAX: (956) 381-1839

Check Date: 9/23/2016

028146

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
3BU-Fee	9/23/2016	0030182	50.00			
City of Weslaco						
TOTAL			50.00			50.00
INB Accounts Payable #7797 1		WESLACO CITY OF				50.00

MELDEN & HUNT INC.

115 W. McINTYRE
EDINBURG, TX 78541

OFF: (956) 381-0981
FAX: (956) 381-1839

028210

Check Date: 10/7/2016

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
filing fee 16059	10/7/2016	0030251	350.00			350.00
City of Weslaco		TOTAL	350.00			350.00
INB Accounts Payable #7797 1		WESLACO CITY OF				

RECEIVED
OCT 07 2016
2:56pm
Planning &
Code Enforcement Dept.

CITY OF WESLACO
956-968-3181

REC#: 02182703 10/07/2016 2:56 PM
OPER: PKTMP TERM: 036
REF#: 028210

TRAN: 207.0000 SUBDIVISION APPLICAT
DESCANSO SUBDIVISION
SUBDIVISION FEES 350.00CR

TENDERED: 350.00 CHECK
APPLIED: 350.00-

0.00

THIS PAGE FOR STAFF USE ONLY

.....

Date Received: _____ Received By: _____ Date Paid _____

Preliminary Subdivision Review Date: _____

Preliminary Revisions and Final Plat Submitted: _____

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. _____

Rezoning Required _____ YES _____ NO

P & Z Meeting _____ City Commission Mtg _____ 2nd Reading _____

Variance Requested _____ YES _____ NO

P & Z Meeting _____ City Commission Mtg _____ 2nd Reading _____

Variance Granted: _____

General Comments: _____

2015 TAX STATEMENT



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

Certified Owner:

3BU FAMILY LIMITED PARTNERSHIP
4824 S JACKSON RD
EDINBURG, TX 78539

Legal Description:

WEST TRACT 7.47AC FT 743 EXC AN IRR TR
E343.08'- N307.54' 4.31AC NET

Account No: W3800-00-743-0000-00

Appr. Dist. No.: 326923

Legal Acres: 4.3100

Parcel Address: S TEXAS BLUN

As of Date: 03/25/2016

Print Date: 03/25/2016

Print Date: 05/23/2016

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$71,115	\$0	\$71,115	\$71,115	\$0	\$0	\$71,115	\$0
Taxing Unit		Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
			Code	Amount			
HIDALGO COUNTY		\$71,115	OSP	\$69,111.00	\$2,004	0.5900000	\$11.82
DRAINAGE DIST #1		\$71,115	OSP	\$69,111.00	\$2,004	0.0951000	\$1.91
CITY OF WESLACO		\$71,115	OSP	\$69,111.00	\$2,004	0.6767000	\$13.56
Amount saved by additional sales tax revenue \$3.82							
WESLACO ISD		\$71,115	OSP	\$69,111.00	\$2,004	1.1397000	\$22.84
SOUTH TEXAS ISD		\$71,115	OSP	\$69,111.00	\$2,004	0.0492000	\$0.99
SOUTH TEXAS COLLEGE		\$71,115	OSP	\$69,111.00	\$2,004	0.1850000	\$3.71

Total Tax: \$54.83
Total Tax Paid to date: \$54.83
Total Tax Remaining: \$0.00

Exemptions:

OSP OPEN SPACE I-D-1

AMOUNT DUE IF PAID BY:

03/31/2016 9%	05/02/2016 11%	05/31/2016 13%	06/30/2016 15%	08/01/2016 18 + up to 15%	08/31/2016 19 + up to 15%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
09/30/2016 20 + up to 15%	10/31/2016 21 + up to 15%	11/30/2016 22 + up to 15%	01/02/2017 23 + up to 15%	01/31/2017 24 + up to 15%	02/28/2017 25 + up to 15%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

School Information:

WESLACO ISD 2015 M&O 1.1397000 I&S .00000000 Total 1.1397000 2014 M&O 1.1397000 I&S .00000000 Total 1.1397000

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

4.1.62



Print Date: 03/25/2016

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

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



* W 3 8 0 0 0 0 7 4 3 0 0 0 0 0 0 *

W3800-00-743-0000-00

3BU FAMILY LIMITED PARTNERSHIP
4824 S JACKSON RD
EDINBURG, TX 78539

AMOUNT PAID:

\$ _____

00003269230000000000

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



70 2015 02669991

Instrument Number: 2015-2669991

Recorded On: December 15, 2015

As
Recording

Parties:

To

Billable Pages: 2

Number of Pages: 3

Comment: ASSUMP WARR DEED 903779

**** Examined and Charged as Follows: ****

Recording	30.00
Total Recording:	30.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2015-2669991

Receipt Number: 1568735

Recorded Date/Time: December 15, 2015 01:50P

Record and Return To:

EDWARDS ABSTRACT

RETURNED ORIGINAL TO CUSTOMER

TX

User / Station: P Diaz - Cash Superstation 08



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSUMPTION WARRANTY DEED

Conforms to State Bar of Texas Form

Date: December 2, 2015

2669991

Grantor: ARTURO ORTEGA, a single person
Grantor's Mailing Address (including county): 201 S. Bales Rd., Unit 10, McAllen, Hidalgo County, Texas 78503

Grantee: 3BU FAMILY LIMITED PARTNERSHIP
Grantee's Mailing Address (including county): 201 S. Bales Rd., Unit 10, McAllen, Hidalgo County, Texas 78503

Consideration: Grantee's assumption of the unpaid principal and earned interest on the note in the original principal sum of \$245,000.00 dated November 29, 2012, executed by Arturo Ortega and payable to the order of INTERNATIONAL BANK OF COMMERCE and secured by Deed of Trust of even date therewith, and recorded in the Office of the County Clerk of Hidalgo County, Texas as Document No. 2364764 and Grantee's assumption of the unpaid principal and earned interest on the note in the original principal sum of \$650,000.00 dated July 25, 2013, executed by Arturo Ortega and payable to the order of INTERNATIONAL BANK OF COMMERCE and secured by Deed of Trust of even date therewith, and recorded in the Office of the County Clerk of Hidalgo County, Texas as Document No. 2436130. Grantee agrees to indemnify and hold Grantor harmless from payment of the note and from performance of Grantor's obligations specified in the instruments securing payment of the note. As further consideration Grantee promises to keep and perform all of the covenants and obligations of the grantor named in that deed of trust and to indemnify Grantor against any damages caused by Grantee's breach of its obligations under this assumption.

Property (including any improvements): ALL OF GRANTOR'S RIGHTS, TITLE, AND INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

Farm Tract Seven Hundred Forty-three (743), The West and Adams Tract Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas.

SAVE AND EXCEPT all of RSBR WESLACO (FM 88) SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof filed on March 19, 2013, and recorded under Clerk's File No. 2393521, Official Records, and Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Standby fees, taxes and assessments by any taxing authority for the year 2015 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

All terms, conditions, limitations, covenants, assessment liens, easements, rights-of-way, restrictions and leases of record; all visible easements, all prescriptive easements, whether of record or not; all presently recorded instruments, other than liens and conveyances that affect the property.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

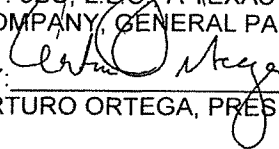
When the context requires, singular nouns and pronouns include the plural.


ARTURO ORTEGA

As further consideration Grantee promises to keep and perform all the covenants and obligations of the grantor named in that deed of trust and to indemnify, defend, and hold Grantor harmless from any loss, attorney's fees, expenses, or claims attributable to the breach or default of any provision of this assumption by Grantee. Grantor assigns to Grantee any funds on deposit for payment of taxes and insurance premiums.

3BU FAMILY LIMITED PARTNERSHIP,
A TEXAS LIMITED PARTNERSHIP

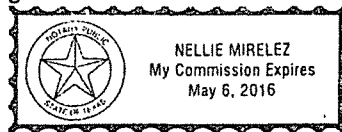
BY: 3BU, L.L.C. A TEXAS LIMITED LIABILITY
COMPANY, GENERAL PARTNER

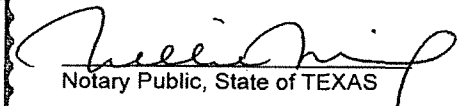
BY: 
ARTURO ORTEGA, PRESIDENT

(Acknowledgment)

State of TEXAS
County of HIDALGO

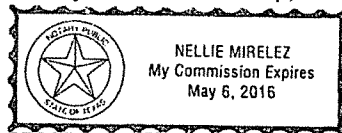
This instrument was acknowledged before me on the 2nd day of December, 2015 by Arturo Ortega.

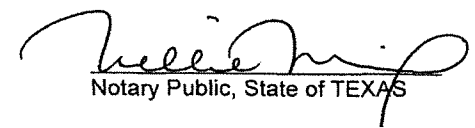



Notary Public, State of TEXAS

State of TEXAS
County of HIDALGO

This instrument was acknowledged before me on the 2nd day of December, 2015 by Arturo Ortega, President of 3BU, L.L.C., a Texas limited liability company, General Partner of 3BU Family Limited Partnership, a Texas limited partnership, on behalf of said partnership.



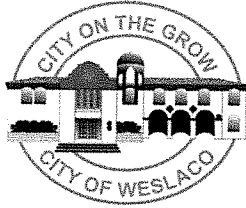

Notary Public, State of TEXAS

AFTER RECORDING RETURN TO:

Mr. Arturo Ortega
3BU Family Limited Partnership
201 S. Bales Rd., Unit 10
McAllen, Texas 78503

PREPARED BY:
THE LAW OFFICE OF MICHAEL J. DALEY, PLLC
1801 S. 2nd St., SUITE 370
P. O. BOX 4313
MCALLEN, TEXAS 78502
File No. 115-6706

C:\Users\Nellie Mirelez\Desktop\NOVEMBER 2015\BC - 3BU FAMILY - AWD 2 \$3.0 M.wpd



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, OCTOBER 18, 2016**

On Tuesday, October 18, 2016, 2016 at 5:35 PM the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Olga M. Noriega
Commissioner	Leo Muñoz
Commissioner	Gerardo "Jerry" Tafolla
Commissioner	Letty Lopez
Commissioner	Fidel Peña
City Manager	Mike Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

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

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, October 14, 2016.

B. Invocation.

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

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Signing Ceremony with Texas A&M - Kingsville.

Mayor Suarez welcomed Texas A&M Kingsville Engineering Initiative leaders, Dr. Steven H. Tallant, President of Texas A&M Kingsville, and Richard S. Talbert, President of Weslaco EDC, in the collaboration efforts in bringing engineering courses to Weslaco.

E. Mayoral recognition.

Mardoqueo Hinojosa stated twenty-five property owners were notified with no response received. Staff recommends denial as the location is within a residential district; Planning and Zoning Commission recommended approval.

In response to Commissioners Muñoz and Peña, 5 parking spaces would be required; if rezoned the use remains neighborhood business district regardless of ownership. Planning and Zoning Commission recommend approval citing the area is transitioning towards neighborhood businesses and the rezone is not harmful to the neighborhood.

In response to Commissioners Muñoz and Tafolla, a complaint was received of business activity in a residential area. The original use and plans submitted were residential; when inspections were done, the contractor stated it was a residence and changes to the original layout were done afterwards. Commissioner Tafolla recommended penalties be imposed if changes are not declared from the use originally requested.

Mike Perez, City Manager, recommended applicant be issued a conditional use permit for a home occupation that is non-transferable and approve a variance to allow employees; there would allow no rezone of the property. Commissioner Tafolla rescinded his motion.

Commissioner Tafolla, seconded by Commissioner Lopez, moved to deny the rezone and approve a Conditional Use Permit for a non-transferable home occupation and approve a variance to allow employees as recommended. The motion carried unanimously, Mayor Suarez was present and voting.

E. Discussion and consideration to approve the final plat of Descanso Subdivision, being 5.278 acres out of Farm Tract 743, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated previous commission action approved a rezone of the property. The developer is dedicating 75-feet of right-of-way for drainage on the north side and requesting a variance to the rear setback from 25 feet to 10 feet. Planning and Zoning Commission and staff recommend approval.

Commissioner Peña, seconded by Commissioner Tafolla, moved to approve the final plat of Descanso Subdivision and grant variance to the rear setback from 25 to 10 feet as recommended. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to amend the policy for the write-off of uncollectible EMS billings. Possible action. (Staffed by Finance Department.)

Mary Barrera recommended adjusting approval authority amounts by the Finance Director from \$500 to \$1,500, by the City Manager from \$1,500 to \$2,500 and by the Commission greater than

**CITY OF WESLACO
PLANNING & ZONING COMMISSION
REGULAR MEETING
OCTOBER 12, 2016**

On Wednesday the 12th day of October 2016, at 5:30 p.m., the Planning and Zoning Commission of the City of Weslaco, Texas, convened in regular session at the Weslaco City Hall Legislative Chambers, located at 255 South Kansas Avenue.

The following commissioners were present:

David Hernandez	Chairman
Lonnie Berry	Vice Chairman
Charles Warren	Commissioner
Randy Summers	Commissioner
Clemente Mena	Commissioner
Jose Treviño	Commissioner
Jim Forward	Commissioner
Mardoqueo Hinojosa, P.E.	Planning Director/City Engineer
Martha Hernandez	Planning Secretary

Also present were: Mike Swinnea, Assistant Fire Marshal; Rebekah de la Fuente, Senior Planner; Israel Gaona, Engineer; Rolando Gonzalez, Chief Building Official and citizens.

I. CALL TO ORDER:

Chairman Hernandez called the meeting to order and welcomed everyone in the audience.

A. Roll Call/Establish a Quorum

Mardoqueo Hinojosa called the roll. A quorum was established.

II. APPROVAL OF MINUTES

A. September 7, 2016, Regular Meeting

Commissioner Summers made a motion to approve the minutes, with the noted corrections seconded by Commissioner Mena. Motion carried.

III. PUBLIC HEARINGS

A. Discussion Nilda Peña is requesting a Conditional Use Permit to operate a daycare at 2301 E. 12th St., also being Lot 1, Blk 3, La Paloma de las Sombras Subdivision, Weslaco, Hidalgo County, Texas.

**B. Discussion and consideration for a Single-lot Variance for Descanso Subdivision–
5.278 acres out of Farm Tract 743, West and Adams Tract Subdivision, Weslaco,
Hidalgo County, Texas located 2200 South Texas Blvd.**

Mr. Hinojosa stated that the proposed one (1) lot subdivision would be serviced with water by the City of Weslaco through an 8" waterline and sanitary sewer through an 8" sanitary sewer line. The developer requested a variance on the rear set-backs from a twenty-five (25) feet to a ten (10) feet due to the property's odd shape. In lieu of the twenty-five (25) foot setback, the developer has offered to dedicate a ten (10) foot drainage easement adjacent to irrigation canal for drainage purposes.

Mr. Mario Reyna, project engineer, stated that the approval of the variance was essential for the development of the property.

In response to Commissioner Summers, Mr. Reyna stated that the note which read as three (3) story buildings would be corrected to read as two (2) story buildings.

Commissioner Berry stated that he was willing to recommend approval for the variance request because of the irrigation ditch that runs through property which would not interfere in further development, or become an invasion into another subdivision.

Commissioner Warren stated that he had questioned Mr. Hinojosa on the purpose of the setbacks and he stated their purpose was for development to have a uniform appearance.

Ms. de la Fuente stated that the request was for Single-lot Variance, which would only be presented once to the Planning and Zoning Commission and then move forward to the City Commission. She further clarified that the Commission could approve the subdivision without the variance, and the request would still move forward.

In response to Commissioner Summers, Mr. Swinnea stated that the South exit would need to be widened in order to meet fire protection requirements.

Commissioner Berry made a motion to approve the Single-lot Variance request, seconded by Commissioner Mena. Motion carried.

V. ADJOURNMENT

Chairman Hernandez stated that the scheduled meeting for December 14, 2016, would take place at 3:00 p.m.

There being no further business to come before the Planning and Zoning Commission, Chairman Hernandez adjourned the meeting.

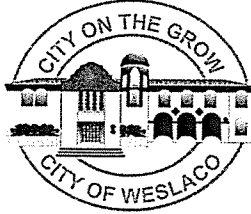
Planning and Zoning Commission

David Hernandez, Chairman

Lonnie Berry, Vice-Chairman

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

October 27, 2016

3 BU Family Limited Partnership
201 S. Bales Road, Unit #10
McAllen, Texas 78503

Re: Subdivision Plat for Descanso Subdivision– 5.278 acres out of Farm Tract 743, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at 2200 South Texas Blvd.

Dear Sir or Madam:

I'm pleased to inform you that the Planning and Zoning Commission, and Weslaco City Commission approved your Subdivision Plat request, at their regular meetings on October 12, 2016 and October 18, 2016, respectively. A construction permit should be obtained if any public improvements are planned.

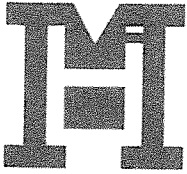
Should you need additional information or have any questions, please call the Planning Department at (956) 447-3403.

Attentively,

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

MH/mh

cc: Melden & Hunt, Inc.
C/O Mario Reyna
115 W McIntyre Street
Edinburg, Texas 78541



TBPE Firm # F-1435

TBPLS # 10096900

August 18, 2016

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO REYNA

City of Weslaco
Mr. Maroqueo Hinojosa, P.E.
City Engineer/ Planning Director
255 S. Kansas Ave
Weslaco, TX 78596

Re: Variance Requests – Descanso Subdivision

Dear Mr. Hinojosa:

On behalf of Mr. Arturo Ortega, Melden & Hunt, Inc. is respectfully requesting the following variances from your Zoning/Subdivision Ordinances:

- Setbacks – As part of the subdivision ordinance, a 25.0' setback is required along the west diagonal property line that abuts the irrigation canal. At this time, we are respectfully requesting to dedicate a 15.0' drainage easement along said diagonal property line in lieu of the required 25.0' setback. Without this variance, the development of this uniquely shaped parcel will be very difficult to fulfill our desired development design. All other setback and right of way dedications that will be required as part of this development will adhere to the City of Weslaco Municode.

Your consideration on this request is greatly appreciated. If you have any questions or need further information, please feel free to contact me at (956) 500-2734.

Respectfully,

MELDEN & HUNT, INC.

Mario A. Reyna, P.E.
Vice-President

115 West McIntyre
Edinburg, TX 78541
(956) 381-0981
(956) 381-1839 fax
www.meldenandhunt.com

227 N. FM 3167
Rio Grande City, TX 78582
(956) 487-8256
(956) 488-8591 fax

RECEIVED

OCT 07 2016

2:55pm
Planning &
Code Enforcement Dept.

Date: October 7, 2016

Transmittal

To:	City of Weslaco Planning Dept. - 255 S. Kansas Ave., Weslaco, TX 78596
Attention:	Mardoqueo Hinojosa, Planner – (956) 447-3401/Rebekah
From:	Mario Reyna, P.E.
Job Title:	Descanso Subd – Preliminary PZ Approval
Job No.:	16059.00

The following is being transmitted:

☐ Plans
 ☐ Construction Drawings
 ☒ Documents
 ☐ CD/Diskette
 ☒ Legal Descriptions
☐ Letter
☐ Original Plat
☒ Copies
☒ Fee
☐ Other: _____

Transmitted as Follows:

☐ For your use
☒ As Requested
☒ Review/Comment
☒ Approval
☒ Signature
☒ FYI

No. of Copies	Description
1	Subdivision Application/Check#028210
1	Reduction
12	Sets of Plans

Remarks: Attached are our sets of plans for Preliminary P&Z submittal for the above referenced. Please review and place on your next P&Z Agenda for consideration and feel free to call us should you need any additional information to complete your review. If you have any questions, please contact our office.

Thanks!

Transmitted By: Lydia Flores, S/D Adm. Ass't

Received By: *MHJ* Date: 10/7/16 Time: 2:55pm

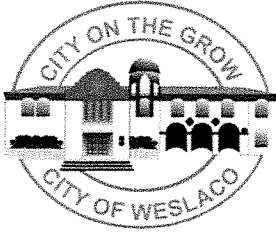
WESLACO FIRE MARSHAL'S OFFICE
255 S. Kansas
Weslaco, Texas 78596
(956) 447-3415 Fax (956) 969-4921

DATE: 09/27/16 OCCUPANCY: Residential
 FACILITY NAME: Descanso Subdivision
 PHYSICAL & MAILING ADDRESS: 2100 Block South Texas
 PHONE #: _____ OWNER/MANAGER: _____

PLAN REVIEW – CHECK OFF LIST

X		Approved as submitted	X	with notes		
	A	Illuminated exit signs and emergency lighting shall be combination with 90 minute battery pack back-up.				
	B	All restrooms shall have emergency lighting with 90 minute battery pack back-up.				
	C	Shall provide minimum 5 lb. ABC dry chemical extinguisher at 50' intervals for non-sprinklered building, 75' intervals for sprinklered building, annually inspected & tagged by a licensed agency and mounted no higher than 48" from top to ground. NFPA 10, Latest Edition & IFC 2012 Edition, Section 906.				
	D	Shall have fire alarm company submit plans for proposed fire alarm.				
	E	Shall have fire alarm system installed in accordance with the latest editions of NFPA 70 & 72, by a licensed agency and monitored 24/7 by an outside agency. Shall call our office 24 hours in advance for trip test. NFPA 101, Life Safety Code, 2012 Edition				
	F	Shall have fire alarm system tied into the sprinkler system to monitor flow and tamper switches. Shall also be tied into the suppression system for the kitchen hood. NFPA 101, Life Safety Code, 2012 Edition.				
	G	Shall have automatic sprinkler system installed by a licensed agency and in accordance with the latest edition of NFPA 13. Sprinkler company shall submit plans to our office and ISO for review. Shall contact our office 24 hours in advance for underground & aboveground hydrostatic tests. IFC, 2012 Edition, Section 903 & 912 and latest edition of NFPA 13				
	H	If cooking that releases grease latent vapors, shall provide hood suppression system installed by a licensed agency; hood shall vent to exterior of building. NFPA 96, Latest edition. An approved method shall be provided that will ensure that the appliance(s) is returned to an approved design location, NFPA 96, Section 12.1.2.3.1 Shall call our office 24 hours in advance for trip test. IFC, 2012 Edition, Section 904.				
	I	Shall have 1 – K extinguisher for kitchen annually inspected by a licensed agency. IFC, 2012 Edition, Section 904.11.5				
X	J	Shall have fire hydrant within 400'. Shall have 4 ½" outlet facing the street with 18" to 24" clearance from bottom of outlet to grade level for hydrant wrench. Hydrants shall be marked on the streets with reflective blue marker to show location of hydrants. Hydrants shall have 3' clearance from any fences, poles, brush, etc. Plans comply				
	K	Fire department connection shall be free-standing, away from the building, minimum 1 ½ times the building height, out of the collapse zone, and within 100' of a fire hydrant. FDC shall be protected from impact with 4" diameter concrete filled bollards, cemented 4' into the ground with 3' above ground. Shall be spaced 3' apart. Shall have a reflective sign indicating "FDC" with 6" high letters, ½" wide. IFC, 2012 Edition, Section 903.3.7 and all of section 912, IFC, 2012 Edition, and latest edition of NFPA 13. The FDC connection shall be the 5 inch storz with a 30 to 40 degree downward deflection angle adapter				
X	L	Access roads shall be 26' minimum with hydrant unobstructed, 20' without hydrant unobstructed. All weather surface road that supports the imposed loads of fire apparatus shall be in place (concrete or asphalt). Plans comply				
X	M	Fire apparatus access road shall comply with IFC 2012 Edition, Appendix D. (Cul-de-sac, wye, hammerhead) Plans comply				
	N	Shall have evacuation routes, with primary & secondary exits marked, in place. IFC, 2012 Edition, Section 404.				
	O	Shall maintain a clear path for means of egress in the following areas:				
	P	Shall have all exit doors open in the direction of egress travel. If equipped with a locking device, it shall be of an approved type.				
	Q	Fire wall shall be minimum 1 hour fire rated all the way to the roof deck.				
	R	Shall maintain 44" clearance between aisles.				
X	S	Gated community shall submit specs on gate and shall maintain a 20' clearance on each side of island prior to installation of gate. Shall provide combination for access to subdivision. Shall provide Knox Box Gate Entry System. Plans do not comply				
	T	Shall post address in front of building plainly visible from the street with 6" x ½" stroke letters or numbers.				
	U	Shall have Knox Box, 3200 Series, with hinged door, installed for fire department access. www.KnoxBox.com				
	V	Shall have Knox FDC 5 inch Storz Caps in place. www.KnoxBox.com				
	W	Shall have an exterior door to Riser Room. Shall label Riser Room with a white reflective sign to read "Riser Room" with 6" x ¾" stroke red letters.				
X	X	Shall provide fire lane painted with 6" red striping, with white lettering 4" x ¾" stroke to read " No Parking Fire Lane " spaced every 10 to 12 feet.				
X	Y	Shall submit a complete set of plans for construction to my office for further requirements. Construction Plans				
X	Z	Shall pay appropriate fees for the following:	X	Plan review (\$75.00)	Fire alarm plan review	Fire alarm trip test
		Sprinkler system plan review		Aboveground hydro test	Underground hydro test	Suppression system trip test

Asst. Fire Marshal Mike Swinnea
 FIRE MARSHAL/FIRE INSPECTOR



CITY OF WESLACO
PLANNING & CODE ENFORCEMENT DEPARTMENT
SUBDIVISION REVIEW MEETING

DATE: 10/4/2016

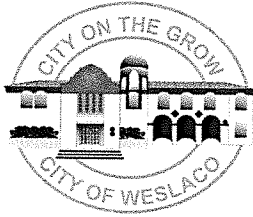
NAME OF SUBDIVISION: DESCANSO

SIGN IN SHEET

#	NAME	COMPANY	Phone/email
1	Rebekah de la Fuente	COW	447-3401
2	Israel Garmen	COW	447-3403
3	Mike Swinner	WFMQ	447-1990
4	Marcelo Cosme	COW	532-8342
5	Efrain Tafolla	City of Weslaco	956-447-3401
6	Lydia Olalde	COW	968-8591
7	Mario Reyes	MHI	500-2734
8	Felipe Garmen	COW	447-7000
9	Mardoqueo Hinojosa	City of Weslaco	447-3403
10	PETE GARMEN, Jr	City of Weslaco	463-5455
11			
12			
13			
14			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

MEMORANDUM

TO: Gilbert Garcia, Construction Inspector
Efrain Tafolla, Construction Inspector/CADD Supervisor
Rebekah de la Fuente, Senior Planner
Israel Gaona, Engineer II
Pete Garcia, Public Works Director/Olga Garza
Chris Sanchez, Fire Marshal
Stephen Scot Mayer, Police Chief/Charles Warren

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

SUBJ.: Descanso Subdivision

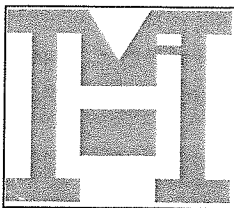
DATE: September 26, 2016

Attached is a copy of the **Descanso Subdivision** plat for your review. A subdivision review meeting will be held on **Tuesday, October 4, 2016 at 9:00 a.m.**, in the Planning Department Conference Room B.

Please make every effort to attend or send a representative. Be advised that all comments must be received before the scheduled meeting in Word format via email sent to mhinojosa@weslacotx.gov and copy martha.hernandez@weslacotx.gov in order to compile a comprehensive list with all department comments.

Should you have any questions, please call 956-447-3403.

MH/mh



MELDEN & HUNT INC.

CONSULTANTS

ENGINEERS

SURVEYOR

115 West McIntyre
Edinburg, TX 78541
(956) 381-0981
(956) 381-1839 fax
www.meldenandhunt.com

227 N. FM 3167
Rio Grande City, TX 78582
(956) 487-8256
(956) 488-8591 fax

Date: Sept 26, 2016

Transmittal

To:	City of Weslaco Planning Dept. - 255 S. Kansas Ave., Weslaco, TX 78596
Attention:	Mardoqueo Hinojosa, Planner – (956) 447-3401/Rebekah
From:	Mario Reyna, P.E.
Job Title:	Descanso Subd – subd platting application
Job No.:	16059.18

The following is being transmitted:

☐ Plans ☐ Construction Drawings ☒ Documents ☐ CD/Diskette ☒ Legal Descriptions
☐ Letter ☐ Original Plat ☒ Copies ☒ Fee ☐ Other: _____

Transmitted as Follows:

☐ For your use ☒ As Requested ☒ Review/Comment ☒ Approval ☒ Signature ☒ FYI

No. of Copies	Description
1	Subdivision Application/Check#028146
1	Signed Owner's Authorization
1	Copy of Warranty Deed
1	Copy of 2015 Tax Statement showing 2015 taxes paid
1	Preliminary Site Plan

Remarks: Attached is our subdivision application submittal for the above referenced. Please review and place on your next P&Z Agenda for consideration and feel free to call us should you need any additional information to complete your review. If you have any questions, please contact our office.

Thanks!

Transmitted By: Celestine Stewart, Adm. Ass't.-Contracts

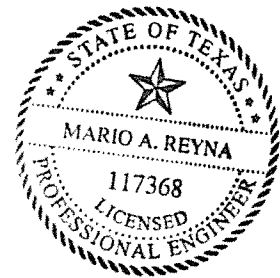
Received By: _____ Date: _____ Time: _____

FIRM NAME: MELDEN & HUNT, INC. – #F1435

TITLE: DESCANSO SUBDIVISION

PREPARED BY: MARIO A. REYNA P.E.

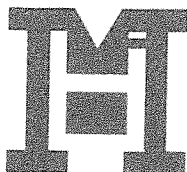
DATE: 12-6-16



Mari Reyna
12-6-16

INDEX

- 1. Drainage Statement**
- 2. Drainage Calculations**
- 3. Weighted C Calculation**
- 4. Runoff Coefficients**
- 5. Time of Concentration Determination Table (If Applicable)**
- 6. Location Map**
- 7. Subdivision Plat**
- 8. Drainage Layout**
- 9. USGS Topographical Map**
- 10. Rainfall Intensity Table**
- 11. Street Velocities & Capacities Flowing Curb Full Table**
- 12. USDA Soils Map**
- 13. USDA Soils Legend & Description**
- 14. FEMA FIRM with site location**



TBPE Firm # F-1435
TBPLS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO REYNA

DRAINAGE STATEMENT DESCANSO SUBDIVISION

Project No.: 16059.00 Revised Date: December 06, 2016

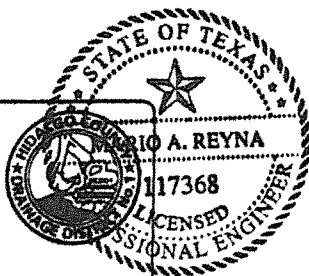
DESCANSO SUBDIVISION is a resubdivision of a tract of land containing 5.278 acres of land situated in the City of Weslaco, Hidalgo County, Texas, being a part or portion out of Farm Tract 743, The West and Adams Tract Subdivision, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records. The property is located approximately 1,260 feet south of the intersection of F.M. 88 (Texas Boulevard) and 18th street. The property is a proposed 1-lot with a R-2 duplex and apartments use. This property is located in Zone "B" shaded in FEMA's Flood Insurance Rate Map, Community Panel No. 480349 0005 B, March 4, 1980 and Community Panel No. 480334 0525 B, January 2, 1981: Zone "B" shaded is an "area between limits of the 100-year flood and 500-year flood; or certain acres subject to 100-year flooding with average depths less than 1 foot or where the contributing drainage area is less than one square mile; and areas protected by levees from a base flood".

The soils are sandy clay loam, which are in Hydrologic Group "B". Soil Group "B" is moderately pervious with a relatively low plasticity index. (See excerpts from "Soil Survey of Hidalgo County, Texas").

Existing runoff is by surface flow in a southerly direction and has a runoff of 1.22 c.f.s. during the 10-year storm frequency as per the attached calculations. The after development c.f.s. will be 16.55 and the increase Q will be 15.33.

The proposed drainage for **DESCANSO SUBDIVISION** shall sheet flow north flowing into proposed type "C" inlet, 18"-30" storm sewer line and discharges into an existing city of Weslaco drain ditch that flows Southeast ultimately discharging into the I.B.W.C. Floodway.

In accordance with the City of Weslaco drainage policy, the peak rate of runoff in the subdivision will not be increased during the 25-year rainfall event due to the improvements in this subdivision. Therefore, as per attached calculations, the 26,691 cubic feet (0.613 Ac. Ft.) of detention required will be provided by widening the existing city of Weslaco drain ditch within this subdivision. 34,000 cubic feet of detention will be provided. The drainage and detention plan will be reviewed by the City prior to the issuance of the building permit by the City.



By:

Mario A. Reyna, P.E.
Vice President

DATE

- ☐ REJECTED
- ☒ APPROVED FOR SUBMITTAL
 - ☐ TO H.C. PLANNING DEPT.
 - ☒ TO CITY
- ☒ DISCHARGE PERMIT REQUIRED
 - ☒ DISTRICT FACILITY
 - ☐ CITY FACILITY
 - ☐ OTHER

H.C.D.D. NO. 115 W. McINTYRE • EDINBURG, TX 78541

OFF: (956) 381-0981 • FAX: (956) 381-1839 • www.meldenandhunt.com

227 N. FM 3167 • RIO GRANDE CITY, TX 78582 • OFF: (956) 487-8256 • FAX: (956) 488-8591

DRAINAGE REPORT

PROJECT NAME: DESCANSO SUBDIVISION

PROJECT NUMBER: 16059

DATE: December 6, 2016

I. Existing Condition

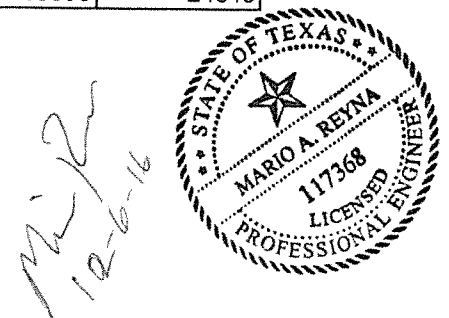
Ex. Area: 229785.68 sf
5.28 ac
Imp. Area: 13750.68 sf
% Imp. : 0.06
Slope : 0.13 %
tc : 124.44 min
Rainfall Intensity (10yr) 1.930 in/hr
c factor 0.130
Q peak existing condition: 1.32 cfs

II. Future Condition

Future area: 229785.68 sf
5.28 ac
Estimated Imp. Area: 92324.2 sf
% Imp. : 0.40
Slope : 0.13 %
tc : 25.73 min
Rainfall Intensity (25yr) 6.330 in/hr
c factor 0.413
Q future cond. = $Aci = i * = 13.79 * 0.41$
2.178638 i

time min.	time hour	i in/hr	Qin cfs	Vin cf	Qout cfs	Vout cf	REQ'D V cf
5	0.08	12.67	27.61	8282	1.32	397	7885
10	0.17	10.04	21.88	13127	1.32	794	12333
15	0.25	8.40	18.30	16471	1.32	1191	15279
20	0.33	7.27	15.83	19001	1.32	1588	17413
25	0.42	6.43	14.02	21026	1.32	1985	19041
30	0.50	5.79	12.62	22714	1.32	2382	20331
35	0.58	5.28	11.50	24157	1.32	2779	21377
40	0.67	4.86	10.59	25417	1.32	3176	22241
45	0.75	4.51	9.83	26535	1.32	3573	22962
50	0.83	4.22	9.18	27549	1.32	3970	23579
60	1.00	3.74	8.14	29310	1.32	4764	24545
90	1.50	2.83	6.17	33306	1.32	7147	26159
120	2.00	2.31	5.03	36219	1.32	9529	26691
180	3.00	1.72	3.75	40494	1.32	14293	26201
240	4.00	1.39	3.03	43670	1.32	19058	24613

Storage Required: 26691 cf
Storage Required: 0.613 Ac.-Ft.
w/ release rate of: 1.32 cfs
Storage per lot: 26691 cf per lot
Storage / Ac. Development: 0.116 Ac.Ft. per Ac.



Weighted "c" value				
Type of Drainage Area	"c" value:	Square Footage	Acreage	partial "c"
Business				
Downtown Areas	0.7	0	0.000	0.000
Neighborhood Areas	0.5	0	0.000	0.000
Residential				
Single-family areas	0.3	0	0.000	0.000
Multi-units, detached	0.4	0.00	0.000	0.000
Multi-units, attached	0.6	0	0.000	0.000
Suburban	0.25	0	0.000	0.000
Apartment dwelling areas	0.5	0	0.000	0.000
Industrial				
Light areas	0.5	0	0.000	0.000
Heavy areas	0.6	0	0.000	0.000
Parks, cemeteries				
Parks, cemeteries	0.1	0	0.000	0.000
Playgrounds	0.2	0	0.000	0.000
Railroad yard areas	0.2	0	0.000	0.000
Unimproved Areas	0.1	0	0.000	0.000
Lawns				
Lawns			0.000	0.000
Sandy soil, flat, 2%	0.05	0	0.000	0.000
Sandy soil, average, 2% - 7%	0.1	0	0.000	0.000
Sandy soil, steep, 7%	0.15	0	0.000	0.000
Heavy soil, flat, 2%	0.13	123710.78	2.840	0.369
Heavy soil, average, 2% - 7%	0.18	0	0.000	0.000
Heavy soil, steep, 7%	0.25	0	0.000	0.000
Streets				
Streets			0.000	0.000
Asphaltic	0.7	13750.68	0.316	0.221
Concrete	0.8	0	0.000	0.000
Brick	0.7	0	0.000	0.000
Drives and walks				
Drives and walks	0.75	66054.34	1.516	1.137
Roofs				
Roofs	0.75	26269.88	0.603	0.452
Total:				
Total:		229,786	5.275	2.180
Weighted "c":				
Weighted "c":			0.413	

$$C_W = (C_1 A_1 + C_2 A_2 + C_3 A_3 + \dots + C_n A_n) / A_{\text{total}}$$

C_W = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

A_n = Area of n-th term

A_{total} = Total Area (acres)

A_{total} = Total Area (acres)

Runoff Coefficients	
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

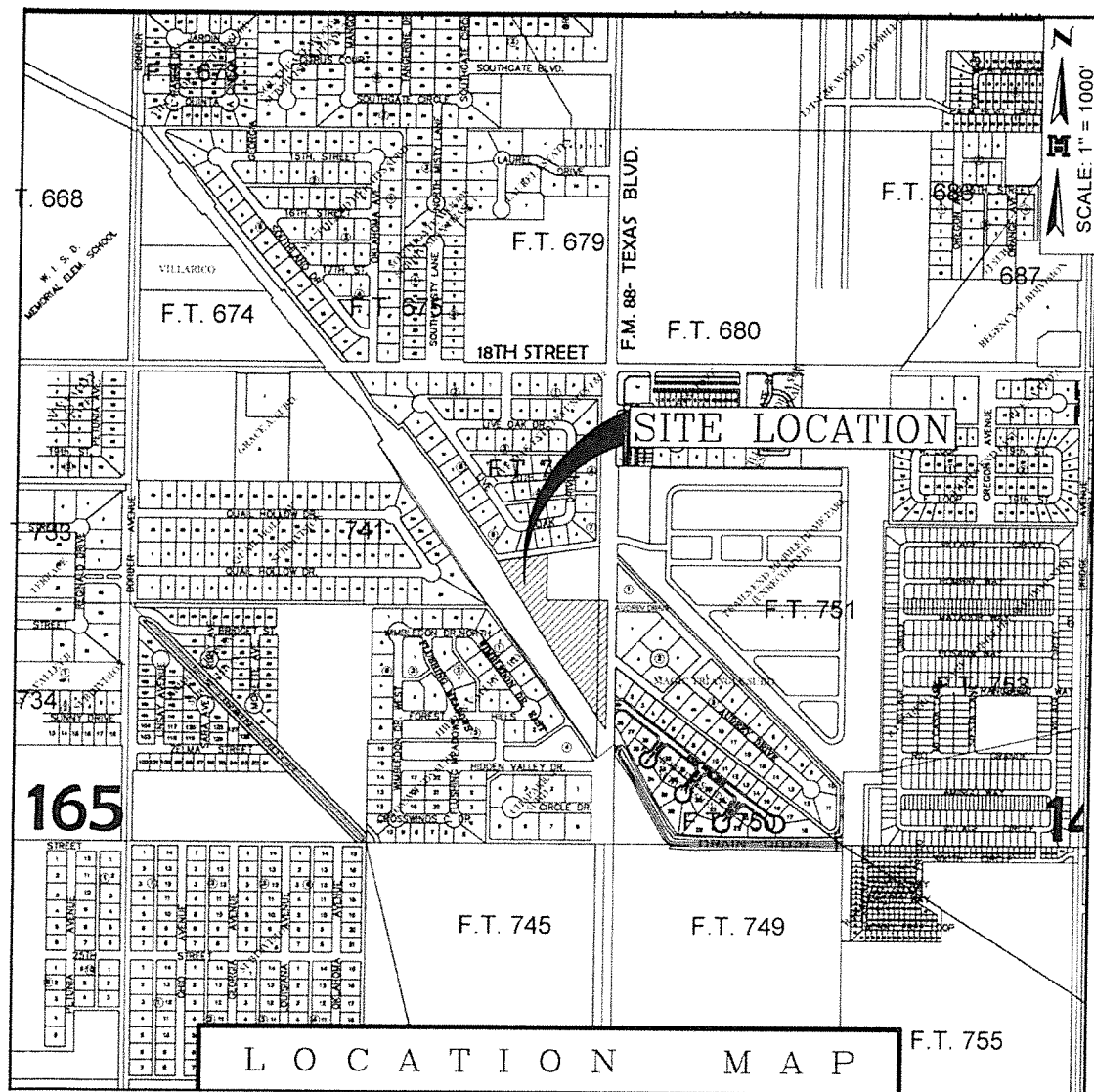
TABLE I
TIME OF CONCENTRATION DETERMINATION
DESCANSO SUBDIVISION

[illegible]

TABLE IA

**FLOWRATE DETERMINATION
DESCANSO SUBDIVISION**

[illegible]

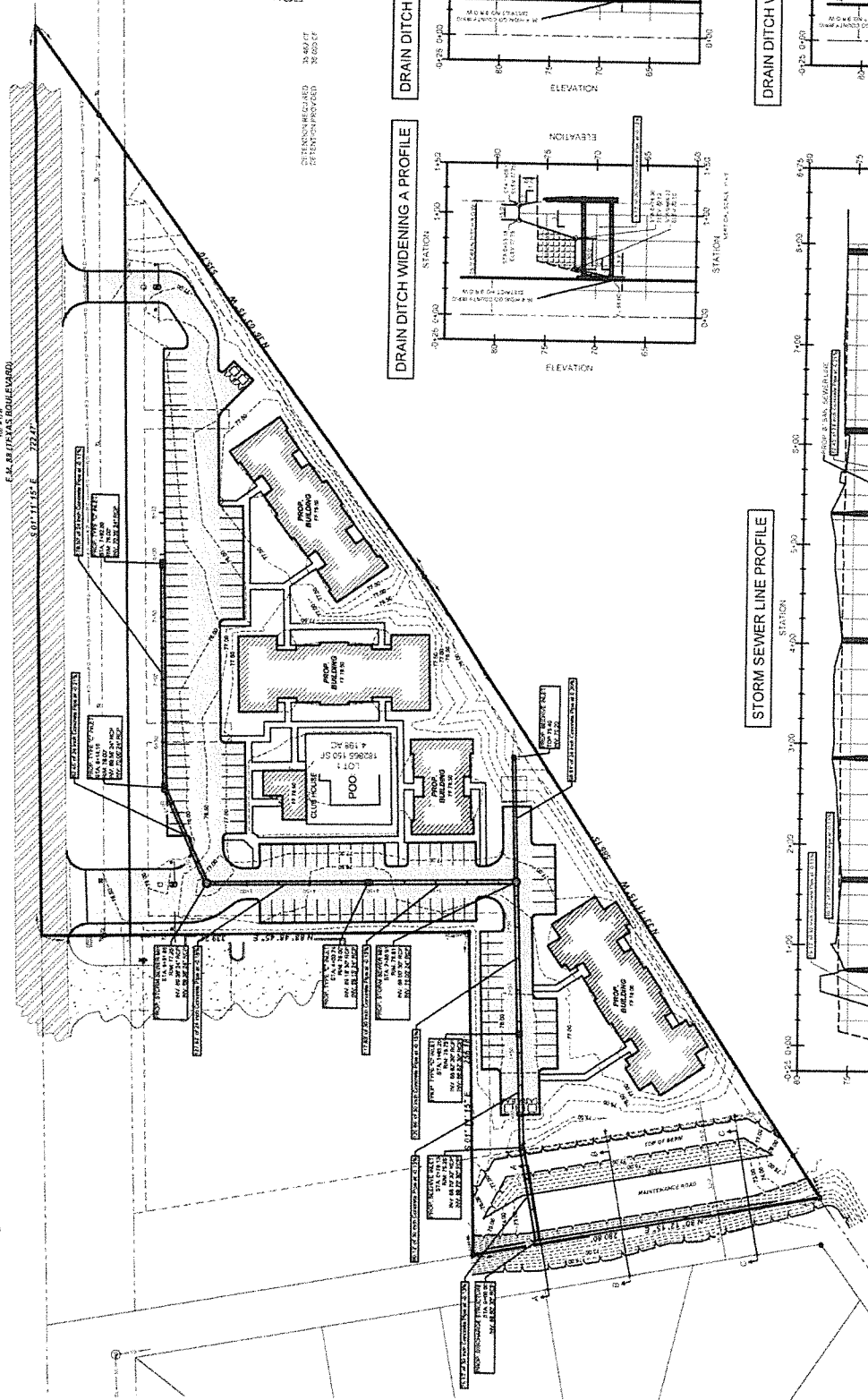
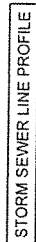
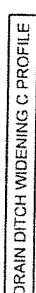
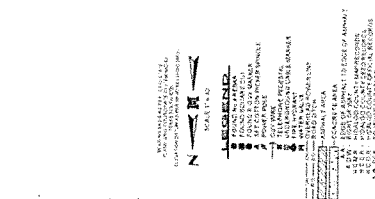
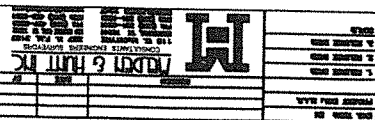


DESCANSO SUBDIVISION

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53

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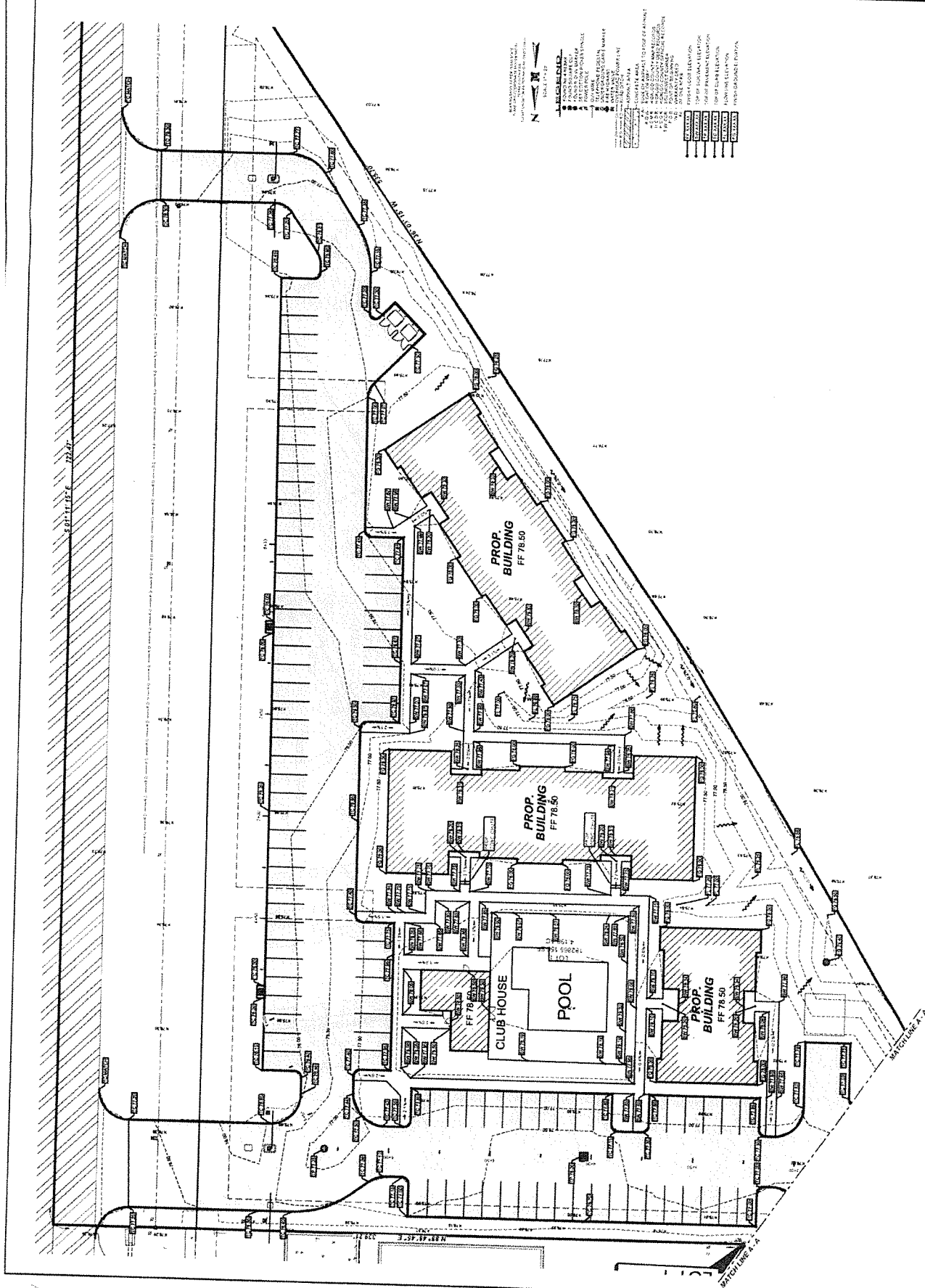
PAVING & GRADING LAYOUT

DESCANSO SUBDIVISION

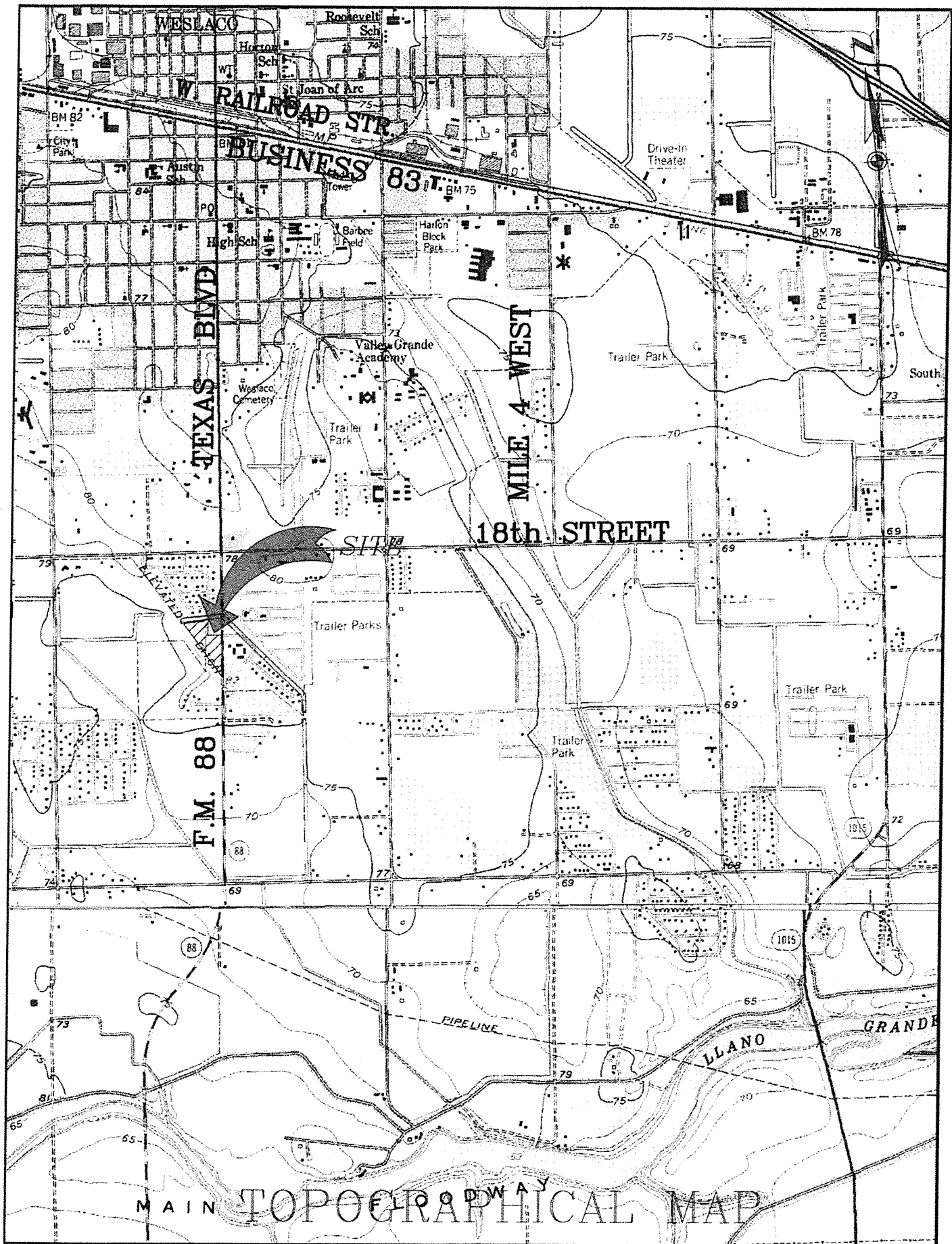
WEISSACIO
TEJAS

M. J. & S. J. Engineering, Inc.
CONSULTING ENGINEERS

DATE	10/05/00
BY	1. J. M. J. & S. J.
CHECKED	2. J. M. J. & S. J.
APPROVED	3. J. M. J. & S. J.
PROJECT NO.	1000000.00



- NOTES:**
1. ALL ELEVATIONS ARE TO TOP OF FINISH GRADE UNLESS OTHERWISE NOTED.
 2. ALL ELEVATIONS ARE TO TOP OF FINISH GRADE UNLESS OTHERWISE NOTED.
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 19. ALL ELEVATIONS ARE TO TOP OF FINISH GRADE UNLESS OTHERWISE NOTED.
 20. ALL ELEVATIONS ARE TO TOP OF FINISH GRADE UNLESS OTHERWISE NOTED.



Appendix 1.0

HIDALGO COUNTY RAINFALL INTENSITY TABLES

based on Weather Bureau (NWS) Technical Paper No. 40 "Rainfall Frequency Atlas of the United States"

$$\text{formula } I = b/(t_c + d)^e$$

TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
1	10.404	12.626	14.283	16.353	17.386	17.952
2	9.653	11.721	13.281	15.215	16.210	16.793
3	9.012	10.950	12.426	14.244	15.204	15.797
4	8.458	10.286	11.687	13.405	14.333	14.929
5	7.974	9.706	11.042	12.671	13.570	14.165
6	7.546	9.194	10.472	12.023	12.895	13.487
7	7.167	8.740	9.966	11.447	12.294	12.881
8	6.827	8.334	9.512	10.930	11.755	12.336
9	6.520	7.968	9.103	10.464	11.268	11.841
10	6.243	7.636	8.732	10.042	10.825	11.391
11	5.990	7.334	8.394	9.656	10.421	10.979
12	5.758	7.058	8.084	9.303	10.051	10.601
13	5.546	6.804	7.799	8.978	9.710	10.252
14	5.350	6.569	7.536	8.678	9.395	9.928
15	5.169	6.353	7.293	8.400	9.102	9.628
16	5.000	6.151	7.067	8.142	8.831	9.348
17	4.843	5.964	6.856	7.902	8.577	9.087
18	4.697	5.789	6.659	7.677	8.340	8.842
19	4.560	5.625	6.475	7.466	8.117	8.612
20	4.432	5.472	6.302	7.268	7.908	8.396
21	4.311	5.327	6.139	7.082	7.711	8.192
22	4.198	5.191	5.985	6.906	7.525	8.000
23	4.090	5.062	5.840	6.740	7.349	7.817
24	3.989	4.941	5.703	6.583	7.183	7.644
25	3.893	4.825	5.572	6.434	7.025	7.480
26	3.802	4.716	5.449	6.293	6.875	7.324
27	3.715	4.612	5.331	6.158	6.732	7.176
28	3.633	4.513	5.220	6.030	6.596	7.034
29	3.554	4.419	5.113	5.908	6.467	6.899
30	3.480	4.329	5.011	5.792	6.343	6.769
31	3.408	4.244	4.914	5.680	6.224	6.646
32	3.340	4.161	4.821	5.574	6.111	6.527
33	3.275	4.083	4.732	5.472	6.002	6.413
34	3.212	4.008	4.646	5.374	5.897	6.304
35	3.152	3.935	4.564	5.280	5.797	6.199

TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
36	3.095	3.866	4.486	5.189	5.701	6.098
37	3.040	3.799	4.410	5.103	5.608	6.001
38	2.986	3.735	4.337	5.019	5.519	5.908
39	2.935	3.673	4.267	4.939	5.433	5.817
40	2.886	3.614	4.199	4.861	5.350	5.730
41	2.838	3.557	4.134	4.786	5.270	5.646
42	2.793	3.501	4.071	4.714	5.193	5.565
43	2.748	3.448	4.010	4.644	5.118	5.487
44	2.706	3.396	3.951	4.577	5.046	5.411
45	2.665	3.346	3.895	4.511	4.976	5.337
46	2.625	3.298	3.840	4.448	4.908	5.266
47	2.586	3.251	3.786	4.387	4.843	5.197
48	2.549	3.206	3.735	4.328	4.779	5.130
49	2.513	3.162	3.685	4.270	4.717	5.065
50	2.477	3.120	3.636	4.215	4.658	5.002
51	2.443	3.078	3.589	4.161	4.600	4.941
52	2.410	3.038	3.543	4.108	4.543	4.881
53	2.378	2.999	3.499	4.057	4.488	4.824
54	2.347	2.962	3.456	4.007	4.435	4.767
55	2.317	2.925	3.414	3.959	4.383	4.713
56	2.288	2.889	3.373	3.912	4.333	4.659
57	2.259	2.854	3.333	3.867	4.284	4.608
58	2.231	2.821	3.295	3.822	4.236	4.557
59	2.204	2.788	3.257	3.779	4.189	4.508
60	2.178	2.756	3.220	3.737	4.144	4.460
65	2.056	2.607	3.050	3.541	3.933	4.237
70	1.948	2.475	2.899	3.368	3.745	4.038
75	1.852	2.358	2.765	3.212	3.577	3.860
80	1.765	2.252	2.643	3.073	3.426	3.699
85	1.688	2.156	2.533	2.946	3.289	3.554
90	1.617	2.069	2.434	2.831	3.164	3.421
95	1.552	1.990	2.342	2.726	3.050	3.299
100	1.493	1.917	2.258	2.629	2.944	3.187
105	1.439	1.850	2.181	2.540	2.847	3.083
110	1.389	1.788	2.109	2.457	2.757	2.988

where:

	2yr	5yr	10yr	25yr	50yr	100yr
e=	0.831	0.795	0.778	0.771	0.749	0.740
b=	74	80	87	98	99	103
d=	9.6	9.2	9.2	9.2	9.2	9.6

Prepared By Melden & Hunt, Inc.

Appendix 1.0 (cont.)

HIDALGO COUNTY RAINFALL INTENSITY TABLES (cont.)

based on Weather Bureau (NWS) Technical Paper No. 40 "Rainfall Frequency Atlas of the United States"

formula $I = b/(t_e + d)^c$

TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
115	1.342	1.731	2.043	2.380	2.674	2.898
120	1.299	1.677	1.981	2.309	2.596	2.815
125	1.259	1.628	1.924	2.242	2.523	2.737
130	1.221	1.581	1.870	2.180	2.455	2.665
135	1.186	1.537	1.819	2.122	2.391	2.596
140	1.153	1.496	1.771	2.067	2.331	2.532
145	1.122	1.457	1.727	2.015	2.274	2.471
150	1.093	1.421	1.684	1.966	2.220	2.413
155	1.065	1.386	1.644	1.919	2.169	2.359
160	1.039	1.354	1.606	1.876	2.121	2.307
165	1.014	1.323	1.570	1.834	2.075	2.258
170	0.991	1.293	1.536	1.794	2.032	2.211
175	0.968	1.265	1.504	1.757	1.990	2.167
180	0.947	1.239	1.473	1.721	1.951	2.124
185	0.927	1.213	1.443	1.686	1.913	2.084
190	0.907	1.189	1.415	1.654	1.877	2.045
195	0.889	1.166	1.388	1.622	1.842	2.008
200	0.871	1.144	1.362	1.592	1.809	1.972
205	0.854	1.122	1.337	1.564	1.778	1.938
210	0.838	1.102	1.313	1.536	1.747	1.906
215	0.823	1.082	1.290	1.510	1.718	1.874
220	0.808	1.063	1.268	1.484	1.690	1.844
225	0.793	1.045	1.247	1.460	1.663	1.815
230	0.780	1.028	1.227	1.436	1.637	1.787
235	0.766	1.011	1.207	1.413	1.611	1.759
240	0.754	0.995	1.189	1.392	1.587	1.733
245	0.741	0.979	1.170	1.370	1.564	1.708
250	0.729	0.964	1.153	1.350	1.541	1.684
255	0.718	0.950	1.136	1.330	1.519	1.660
260	0.707	0.936	1.119	1.311	1.498	1.637
265	0.696	0.922	1.103	1.293	1.477	1.615
270	0.686	0.909	1.088	1.275	1.458	1.594
275	0.676	0.896	1.073	1.257	1.438	1.573
280	0.666	0.884	1.059	1.241	1.420	1.553
285	0.657	0.872	1.045	1.224	1.402	1.533

TIME	2 yr.	5 yr.	10 yr.	25 yr.	50 yr.	100 yr.
290	0.647	0.860	1.031	1.209	1.384	1.514
295	0.639	0.849	1.018	1.193	1.367	1.496
300	0.630	0.838	1.005	1.178	1.350	1.478
305	0.622	0.828	0.992	1.164	1.334	1.460
310	0.614	0.817	0.980	1.150	1.319	1.444
315	0.606	0.807	0.969	1.136	1.303	1.427
320	0.598	0.797	0.957	1.123	1.288	1.411
325	0.591	0.788	0.946	1.110	1.274	1.395
330	0.583	0.779	0.935	1.097	1.260	1.380
335	0.576	0.770	0.924	1.085	1.246	1.365
340	0.570	0.761	0.914	1.073	1.233	1.351
345	0.563	0.752	0.904	1.061	1.220	1.337
350	0.556	0.744	0.894	1.050	1.207	1.323
355	0.550	0.736	0.885	1.039	1.195	1.309
360	0.544	0.728	0.875	1.028	1.182	1.296
365	0.538	0.720	0.866	1.017	1.171	1.284
370	0.532	0.713	0.857	1.007	1.159	1.271
375	0.526	0.705	0.849	0.997	1.148	1.259
380	0.521	0.698	0.840	0.987	1.137	1.247
385	0.515	0.691	0.832	0.977	1.126	1.235
390	0.510	0.684	0.824	0.968	1.115	1.224
395	0.504	0.677	0.816	0.958	1.105	1.212
400	0.499	0.671	0.808	0.949	1.095	1.201
405	0.494	0.664	0.800	0.940	1.085	1.191
410	0.489	0.658	0.793	0.932	1.075	1.180
415	0.485	0.652	0.786	0.923	1.066	1.170
420	0.480	0.646	0.779	0.915	1.056	1.160
425	0.475	0.640	0.772	0.907	1.047	1.150
430	0.471	0.634	0.765	0.899	1.038	1.140
435	0.466	0.628	0.758	0.891	1.029	1.131
440	0.462	0.623	0.751	0.883	1.021	1.121
445	0.458	0.617	0.745	0.876	1.012	1.112
450	0.454	0.612	0.739	0.869	1.004	1.103
455	0.450	0.607	0.733	0.861	0.996	1.094
460	0.446	0.602	0.726	0.854	0.988	1.086

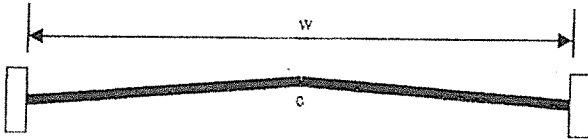
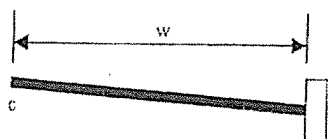
where:

	2yr	5yr	10yr
e=	0.831	0.795	0.778
b=	74	80	87
d=	9.6	9.2	9.2

	25yr	50yr	100yr
	0.771	0.749	0.740
	98	99	103
	9.2	9.2	9.6

Prepared By Melden & Hunt, Inc.

Street Velocities and Capacities Flowing Curb Full Manning's $n = 0.018$

										
	Local Street		Local Street		Collector Street		Secondary Street (half-section)		Primary Street (half-section)	
	$w = 30'$		$w = 40'$		$w = 44'$		$w = 24'$			
Slope %	$c = 4''$ $wp = 31.16$ $A = 12.45$ $r = 0.40$		$c = 4''$ $wp = 41.17$ $A = 16.67$ $r = 0.405$		$c = 5''$ $wp = 45.17$ $A = 16.50$ $r = 0.365$		$c = 6''$ $wp = 24.66$ $A = 7.92$ $r = 0.32$		$c = 9''$ $wp = 28.52$ $A = 8.12$ $r = 0.28$	
	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs
0.10	1.42	17.68	1.43	23.81	1.33	22.01	1.22	9.66	1.12	9.09
0.15	1.74	21.66	1.74	29.17	1.63	26.96	1.50	11.88	1.37	11.12
0.20	2.00	24.90	2.02	33.68	1.89	31.13	1.73	13.70	1.58	12.83
0.25	2.24	27.89	2.26	37.66	2.11	34.80	1.93	15.29	1.77	14.37
0.30	2.46	30.63	2.47	41.25	2.31	38.13	2.12	16.79	1.94	15.75
0.35	2.65	32.99	2.67	44.56	2.50	41.18	2.29	18.14	2.09	16.97
0.40	2.84	35.36	2.86	47.64	2.67	44.02	2.44	19.32	2.24	18.19
0.45	3.01	37.47	3.03	50.53	2.83	46.69	2.59	20.51	2.37	19.24
0.50	3.17	39.47	3.19	53.26	2.98	49.22	2.73	21.62	2.50	20.30
0.55	3.32	41.33	3.35	55.86	3.13	51.62	2.87	22.73	2.62	21.27
0.60	3.47	43.20	3.50	58.34	3.27	53.92	2.99	23.68	2.74	22.25
0.65	3.61	44.94	3.64	60.72	3.40	56.12	3.12	24.71	2.86	23.14
0.70	3.75	46.62	3.78	63.02	3.53	58.24	3.23	25.58	2.96	24.04
0.75	3.88	48.31	3.91	66.23	3.65	60.28	3.35	26.53	3.06	24.85
0.80	4.01	49.92	4.04	67.37	3.77	62.26	3.46	27.40	3.16	25.66
0.85	4.13	51.42	4.17	69.44	3.89	64.17	3.56	28.20	3.26	26.47
0.90	4.25	52.91	4.29	71.45	4.00	66.03	3.67	29.07	3.35	27.20
0.95	4.37	54.41	4.40	73.41	4.11	67.84	3.77	29.86	3.44	27.93
1.00	4.48	55.78	4.52	75.31	4.22	69.61	3.86	30.57	3.53	28.66
1.50	5.49	68.35	5.53	92.25	5.17	85.25	4.73	37.46	4.33	35.16
2.00	6.34	78.93	6.39	106.52	5.97	98.44	5.46	43.24	5.00	40.60
2.50	7.09	88.27	7.14	119.09	6.67	110.06	6.11	48.39	5.59	45.39
3.00	7.76	96.61	7.83	130.46	7.31	120.56	6.69	52.98	6.12	49.59
3.50	8.39	104.46	8.45	140.91	7.89	130.22	7.23	57.26	6.61	53.67
4.00	8.97	111.68	9.04	150.64	8.44	139.21	7.73	61.22	7.07	57.41
4.50	9.51	118.40	9.58	159.78	8.95	147.66	8.20	64.94	7.50	60.90
5.00	10.02	124.75	10.10	168.42	9.43	155.65	8.64	68.43	7.90	64.15
5.50	10.51	130.85	10.60	176.64	9.89	163.24	9.06	71.76	8.29	67.31
6.00	10.98	136.70	11.07	184.49	10.33	170.50	9.46	74.92	8.65	70.24
6.50	11.43	143.30	11.52	192.03	10.76	177.46	9.85	78.01	9.01	73.16
7.00	11.86	147.66	11.95	199.28	11.16	184.16	10.22	80.94	9.35	75.92
7.50	12.28	152.89	12.37	206.27	11.55	190.63	10.58	83.79	9.68	78.60
8.00	12.68	157.85	12.78	213.04	11.93	196.88	10.93	86.57	9.99	81.12
8.50	13.07	162.72	13.17	219.59	12.30	202.94	11.26	89.18	10.30	83.64
9.00	13.45	167.45	13.55	225.96	12.66	208.82	11.59	91.79	10.60	86.07
9.50	13.82	172.06	13.93	232.15	13.00	214.54	11.91	94.33	10.89	88.43
10.00	14.18	176.54	14.29	238.18	13.34	220.12	12.22	96.78	11.17	90.70

Hydrologic Soil Group—Hidalgo County, Texas (Descanso Subdivision)



Map Scale: 1:12,000 if printed on A portrait (8.5" x 11") sheet.

0 150 300 600 900 Meters

0 500 1000 2000 3000 Feet

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

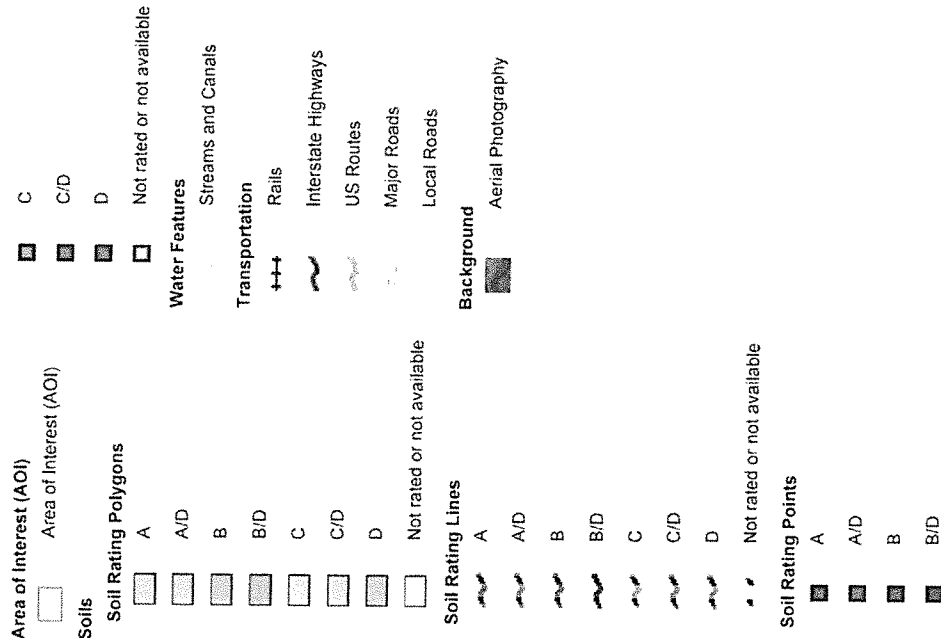


Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

9/23/2016
Page 1 of 4

MAP LEGEND



MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000. Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 12, Sep 22, 2015

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

Date(s) aerial images were photographed: Dec 10, 2010—Jan 25, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Hydrologic Soil Group— Summary by Map Unit — Hidalgo County, Texas (TX215)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
26	Hidalgo fine sandy loam, 1 to 3 percent slopes	B	0.0	0.8%
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	B	0.4	8.0%
31	Hidalgo-Urban land complex, 0 to 1 percent slopes	B	4.9	91.2%
Totals for Area of Interest			5.4	100.0%

Description

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

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

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

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

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

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

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



APPROXIMATE SCALE
800 0 800 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
WESLACO, TEXAS
HIDALGO COUNTY

ONLY PANEL PRINTED

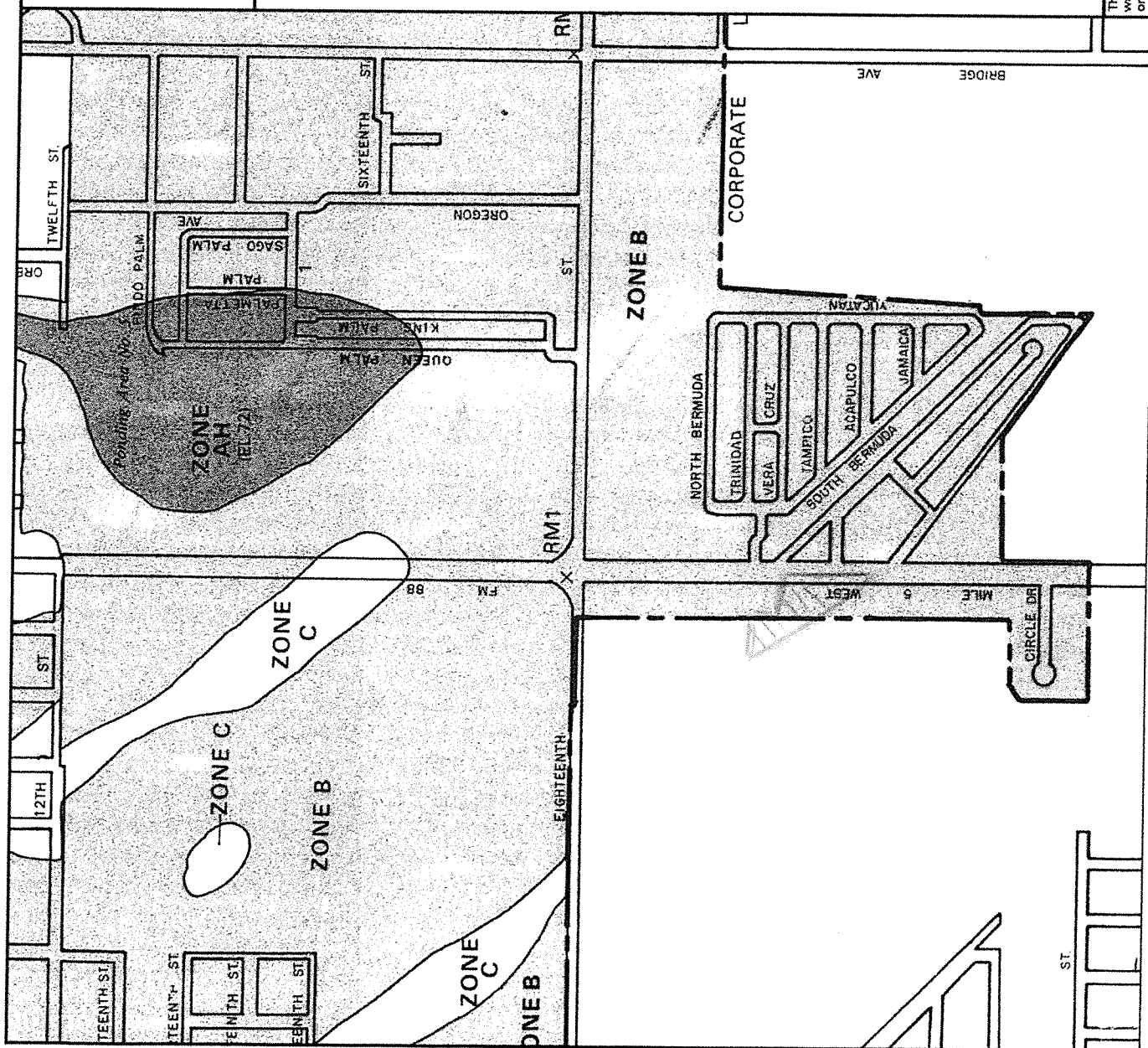
COMMUNITY-PANEL NUMBER
480349 0005 B

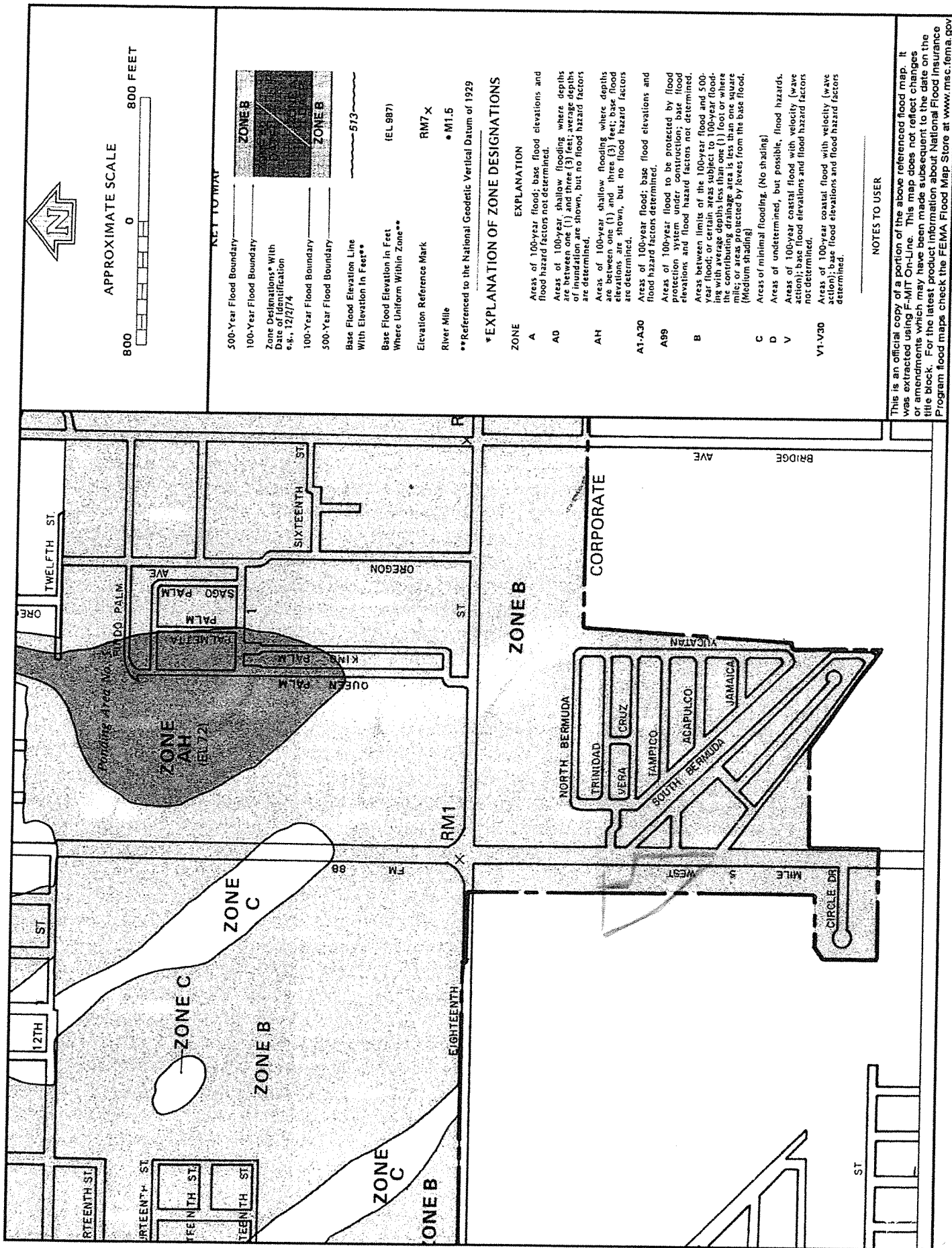
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MARCH 4, 1980

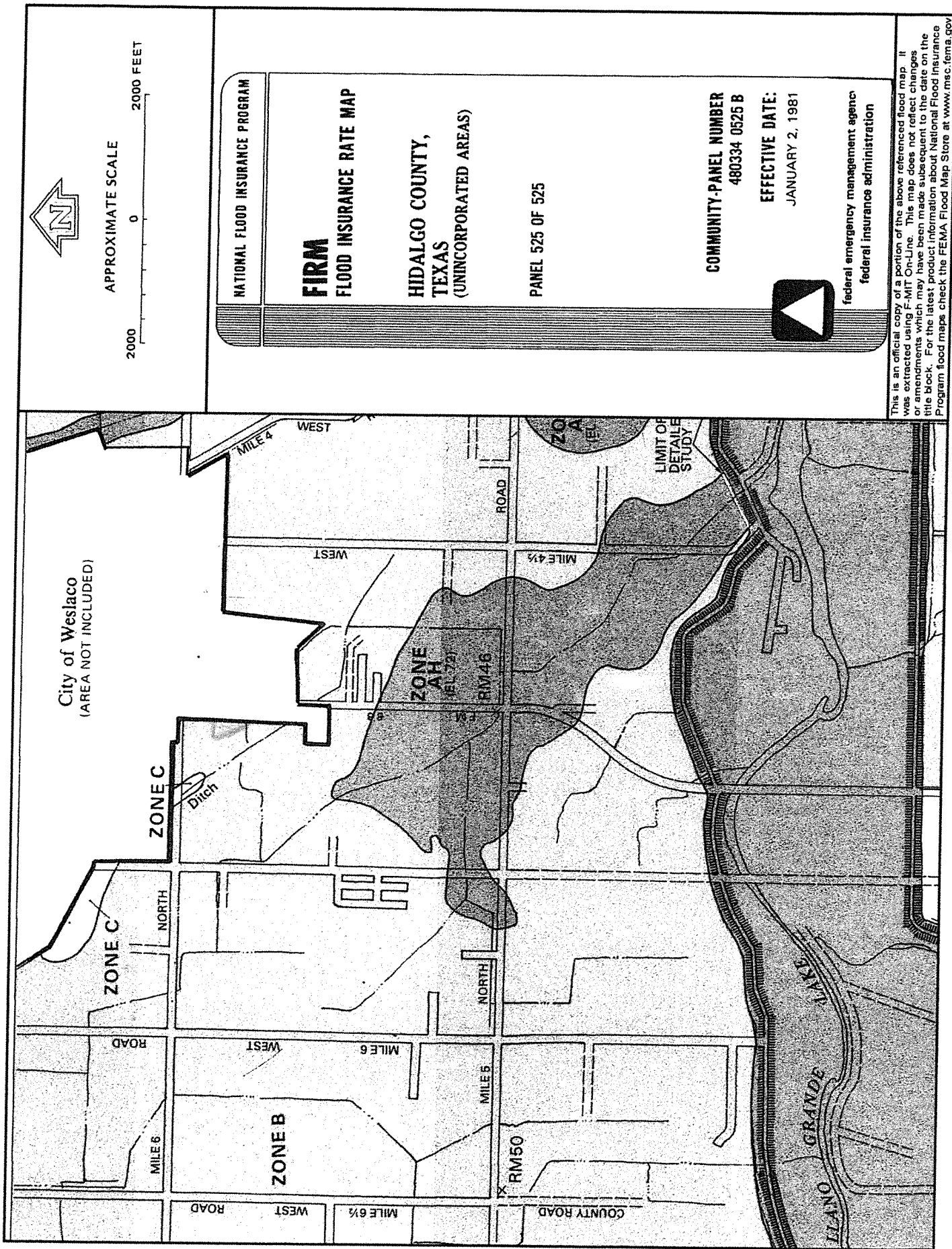


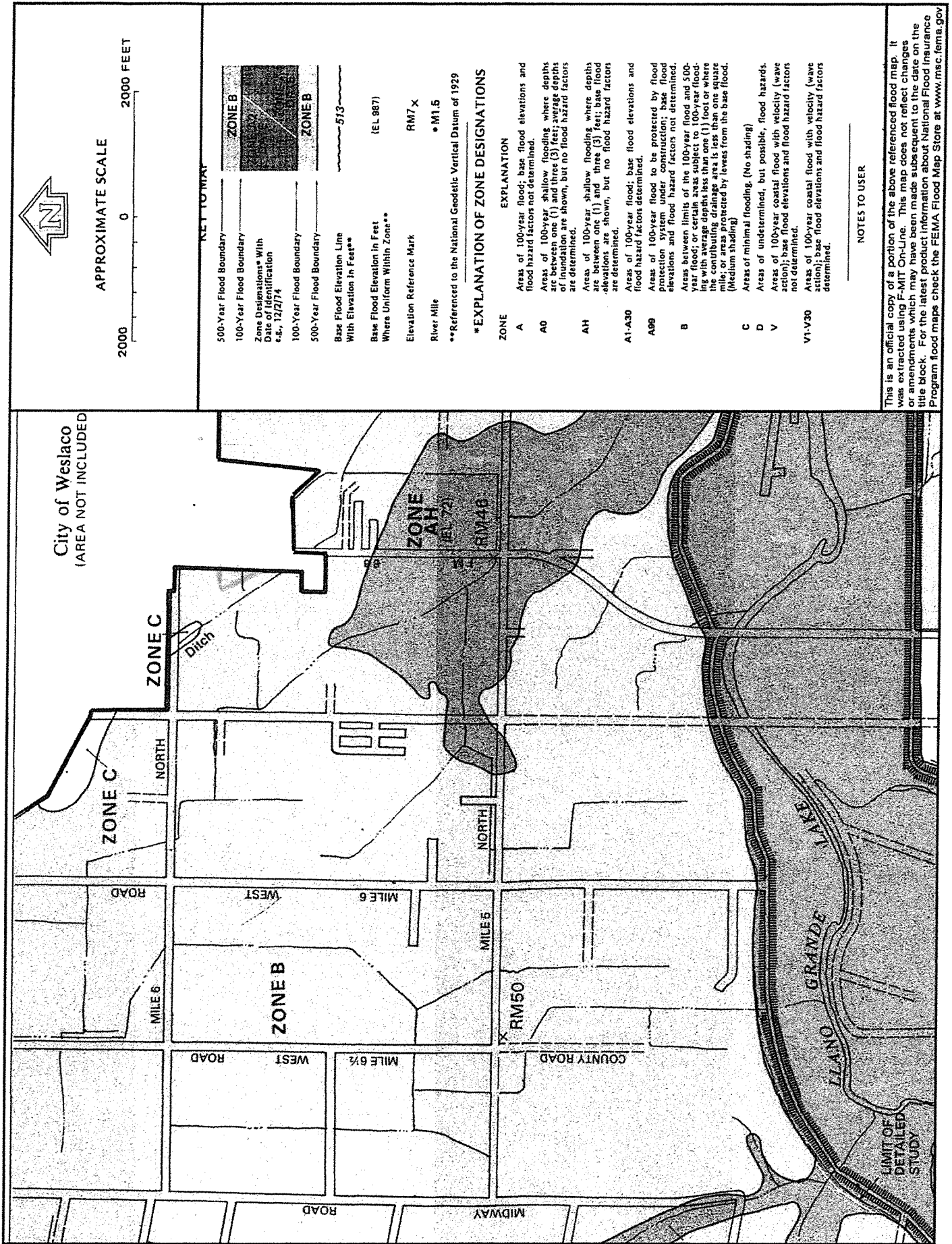
U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

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











Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1419	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to approve City cost share participation in an amount not to exceed \$43,000.00 for sanitary sewer upgrades on the Midway Mobile Subdivision to accommodate future growth. Possible action. (Staffed By Planning And Code Enforcement Department.)			
Background: Midway Mobile Subdivision was approved earlier this year. Plans for infrastructure improvements have been submitted to City staff. As anticipated during approval process, a sanitary sewer upgrade was requested by City staff to accommodate subdivision(s) south of this, which is within City's Certificate of Convenience and Necessity (CCN) for sanitary sewer. Estimate provided is for \$39,772.50 with a pending change in the plans.			
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 Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Estimate, Subdivision Sewer Plan			
Responsibilities upon Approval: Staff will advise applicant.			

**QUINTANILLA, HEADLEY AND ASSOCIATES, INC.**

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S. # 4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs St. Edinburg, Texas 78539
Phone: (956) 381-6480 Fax (956) 381-0527

Construction Cost Estimate

Date Prepared: December 1, 2017	Sheet 1 of 1
Project: Midway Mobile Home Subdivision	BASIS OF ESTIMATE No Design Complete Preliminary Design Final Design
Number of Lots: 116 Acres: 25.3	
Location: Midway Road and Mile 6 1/2	
Irrigation District: HCCID No. 9	
Owner: Tim Gearheart	
Type of Estimate: Construction Bid	X
Estimator: Alfonso Quintanilla, P.E., R.P.L.S.	

Item	Description	Unit	Quantity	Unit Cost	Total
I. Sanitary Sewer Collection System (City of Weslaco) - CITY COST TO EXTEND SOUTH - UPGRADED LINE					
1	12" P.V.C. SDR-26 (13.0' - 15.0')	LF	245	27.50	6,737.50
2	Manhole	EA	2	3,800.00	7,600.00
3	Trench Safety Protection	LF	245	2.00	490.00
4	12" Cap	EA	1	125.00	125.00
5	21" PVC Casing SDR 26	LF	100	48.00	4,800.00
				Subtotal:	\$ 19,752.50
II. Optional Items					
Sanitary Sewer Collection System (City of Weslaco) - Alternate No. 1 - UPGRADED LINE					
1	12" PVC SDR 26 (13.0' - 15.0')	LF	720	27.50	19,800.00
2	Manhole with Drop Structure	EA	4	6,800.00	27,200.00
3	Trench Safety Protection	LF	720	2.00	1,440.00
4	Tie Into Existing Line	EA	1	800.00	800.00
				Subtotal:	\$ 49,240.00
III. Optional Items					
Sanitary Sewer Collection System (Developers) - Original Bid					
1	8" PVC SDR 26 (5.0' - 12.0')	LF	720	15.00	10,800.00
2	Manhole	EA	3	3,200.00	9,600.00
3	Manhole with Drop Structure	EA	1	6,800.00	6,800.00
4	Trench Safety Protection	LF	720	2.00	1,440.00
5	Tie Into Existing Line	EA	1	800.00	800.00
				Subtotal:	\$ 29,440.00
				Price Difference:	\$ 19,800.00
TOTAL COST TO CITY:					\$ 19,752.50
					+ \$ 19,800.00
					\$ 39,772.50



Signature
12-1-17



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1425	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to approve final payment to CDM Constructors, Inc. for the Weslaco Water Treatment Plant & Offsite Distribution System Project. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: CDM Constructors, Inc. had submitted final payment for the Weslaco Water Treatment Plant & Offsite Distribution System Project. Staff has received documentation for project close-out and As-builts. Final invoice and late payment spreadsheet has been attached to agenda item.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Elizabeth Walker Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve; actual numbers to be given at meeting.			
Staff Recommendation: Recommendation to be provided prior to meeting.			
Attachments, if any: Final Invoice, Late Payments			
Responsibilities upon Approval: Staff will notify contractor and proceed with payment.			

APPLICATION AND CERTIFICATE FOR PAYMENT

FROM AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER: **City of Weslaco, Texas**
1912 Joe Stephens Ave
Weslaco, TX 78596

FROM CONTRACTOR: **CDM Constructors, Inc.**
3050 Post Oak Blvd., Suite 300, Houston, TX 77056

CONTRACT FOR: **Weslaco WTP & Offsite Distribution System**

APPLICATION NO.: 90032739
APPLICATION DATE: 27-Nov-17
PERIOD TO: 25-Nov-17
CCI PROJECT NOS.: 91202

DISTRIBUTION TO: Client: X
Engineer: X

CONTRACT DATE: 27-Mar-12
Project File: X

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Contract.
Continuation Sheet, from AIA Document G703, is attached.

1. ORIGINAL GMP CONTRACT SUM \$ 38,551,584.00

2. Net change by Change Order -

3. CONTRACT SUM TO DATE \$ 38,551,584.00
(Line 1 +/- Line 2)

4. TOTAL COMPLETED & STORED TO DATE \$ 35,911,386.40
(Column G on Continuation Sheet)

5. RETAINAGE:

a. 2 % of Completed Work \$ -
(Columns D + E on Continuation Sheet)

b. 2 % of Stored Material \$ -
(Column F on Continuation Sheet)

Total Retainage \$ -
(Line 5a + 5b or Total Column I Continuation Sheet)

6. TOTAL EARNED LESS RETAINAGE \$ 35,911,386.40
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 prior Certificate) \$ 34,557,284.20

8. CURRENT PAYMENT DUE **\$ 1,354,102.20**

9. BALANCE TO FINISH, PLUS RETAINAGE \$ 2,640,197.60
(Line 3 less Line 6)

Approved: _____ Date: _____
Signature _____
Name _____ Title _____

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$ -	\$ -
Approved this Month		
Number	Date Approved	
	TOTALS	\$ -
Net Change by Change Orders	\$ -	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CMAR Firm: 
By: _____ Date: 11/28/2017
Signature _____
Name Steve Thanner Title Area Delivery Leader

By: _____
Signature _____
Name _____ Title _____

PLEASE REMIT TO: CDM CONSTRUCTORS INC., FILE 70198, LOS ANGELES, CA 90074-0198; Also please reference the above invoice number on your payment remittance.

\$ 1,354,102.20
\$ 798,948.06 billing
17,041.47 R12 rtg
\$ 538,112.67 11i rtg

CONTINUATION SHEET

FROM AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for

line items may apply.

APPLICATION NO.: 90032739

APPLICATION DATE: 27-Nov-17

PERIOD TO: 25-Nov-17

CONTRACTOR'S PROJECT NO.: 91202

A	B	C	D	E	F	G		H	I
TASK NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
Direct Cost of Work									
1	Permits, Insurance, Bonds, Tax	942,492.00	332,571.47	670.42	-	333,241.89	35%	609,250.11	-
2	Direct Scope of Work	22,596,922.31	21,140,300.02	798,277.64	-	21,938,577.66	97%	658,344.65	-
7	BP#06 - Yard Piping & Process Mechanical & BP#07Misc Metals	6,101,667.85	6,101,667.85			6,101,667.85	100%	0.00	-
Subtotal - Cost Reimbursable		29,641,082.16	27,574,539.34	798,948.06	-	28,373,487.40	96%	1,267,594.76	-
Indirect Cost of Work									
	of Complete Construction General Conditions - LS	4,033,210.00	4,033,210.00		-	4,033,210.00	100%	-	-
4	Construction Overhead & Fee - LS	3,504,689.00	3,504,689.00		-	3,504,689.00	100%	-	-
	Subtotal - Lump Sum	7,537,899.00	7,537,899.00	-	-	7,537,899.00	100%	-	-
Contingency Allowance									
5	Construction Contingency Allowance - Owner	759,903.10	-	-	-	-	0%	759,903.10	-
6	Construction Contingency Allowance - CMAR Firm	612,699.74	-	-	-	-	0%	612,699.74	-
Subtotal - Contingency		1,372,602.84	-	-	-	-	0%	1,372,602.84	-
TOTALS		38,551,584.00	35,112,438.34	798,948.06	-	35,911,386.40	93%	2,640,197.60	-

Task Number	Task Description	Expenditure Type	Expenditure Date	Vendor Name	Invoice Number	Invoice Date	Burdened Cost PFC
00631	General Liability Ins	General Liability Insurance		\$5,371.70 x .11%			\$ 5.91
00631	General Liability Ins	General Liability Insurance		\$604,102.20 x .11%			\$ 664.51
1 Permits, Insurance, Bonds, Tax							\$ 670.42
09900	Coatings & Painting Subcontract	Subcontracts	09/08/2017	FASTCO SANDBLASTING & PAINTING	4317	4/19/2017	\$ 5,885.15
16000	KST Electrical & Inst & Cntrl	Subcontracts	11/25/2017	ROSENDIN ELECTRIC, INC	91202A52	11/25/2017	\$ 22,054.49
11363	Wwater Tech - Centrifuge, Pumps	Materials	06/27/2016	WWATERTECH SERVICES INC.	21252-779	6/27/2016	\$ 20,338.00
				SHARED SAVINGS			\$ 750,000.00
2 Direct Scope of Work							\$ 798,277.64



WWaterTech Services, Inc.

3104 Washington Street
Waller, TX 77484
(936) 372-5272

Invoice

Date	Invoice #
6/27/2016	21252-779

Bill To
CDM Constructors, Inc. Accounts Payable 3050 Post Oak BLVD STE 300 Houston TX 77056

Ship To
CDM Constructors c/o Weslaco WTP 2500 N. Texas Blvd. Weslaco, TX 78596

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
91202.111	Upon Receipt	SH	6/27/2016	Common Carrier	Factory, FFA	Weslaco, Texas	
Quantity	Item Code	Description				Price Each	Amount
		All equipment has been started up and O&M Manuals have been sent to CDM					
1	Sales	Inv 21252-594 DTD 4/15/14 - Philadelphia Mixers:				6,120.00	6,120.00
1	Sales	Rapid Mix Basin - 10% Retention Withheld Flocculators for Plant 2 - 10% Retention Withheld				14,218.00	14,218.00
SEND PAYMENT TO:WWaterTech, Inc. 3104 Washington Street Waller, Texas 77484					Total		\$20,338.00

Late payment Charges													
Month	Invoice Date	CDM Signed Invoice Date	Invoice #	Incode Posted Date	Gross Amount	Retention	Paid Date	Weslaco Time Frame	Time Frame	Late Fee	Actual Invoice	Actual Late Fee	
April	5/2/2012	5/2/2012	60029257	6/19/2012	\$ 560,544.30	\$ 28,027.72	6/27/2012	48	56	\$ 5,325.27	\$ 532,526.59	\$ 3,195.16	
May	6/6/2012	6/6/2012	60029484	7/17/2012	\$ 178,885.75	\$ 8,944.29	7/25/2012	41	49	\$ 1,699.41	\$ 169,941.42	\$ 623.12	
Jun	7/10/2012	7/10/2012	60029685	7/17/2012	\$ 239,376.92	\$ 11,968.40	7/26/2012	7	16		\$ 227,399.52		
Jul	8/6/2012	8/6/2012	60029917	10/10/2012	\$ 239,741.40	\$ 11,987.07	10/16/2012	65	71	\$ 4,555.09	\$ 227,754.33	\$ 2,657.13	
Aug	9/13/2012	9/13/2012	60030355	10/10/2012	\$ 239,743.70	\$ 11,987.19	10/18/2012	27	35	\$ 2,277.57	\$ 227,756.52		
Sep	10/11/2012	10/11/2012	60030631	1/4/2013	\$ 239,743.72	\$ 11,987.19	1/8/2013	85	89	\$ 4,555.13	\$ 227,756.53	\$ 4,175.54	
Oct	11/29/2012	11/29/2012	60030676	1/4/2013	\$ 246,933.69	\$ 12,346.68	2/11/2013	36	74	\$ 4,691.74	\$ 227,798.71	\$ 455.60	
Nov	12/11/2012	12/11/2012	60030880	2/6/2013	\$ 239,788.12	\$ 11,989.41	1/8/2013	57	28		\$ 234,587.01	\$ 2,111.28	
Dec	1/17/2013	1/17/2013	60031125	2/20/2013	\$ 330,892.64	\$ 16,544.63	2/28/2013	34	42	\$ 3,143.48	\$ 314,348.01	\$ 419.13	
Jan	2/19/2013	2/19/2013	60031235	4/10/2013	\$ 417,378.30	\$ 20,868.92	4/30/2013	50	70	\$ 7,930.19	\$ 1,278,910.39	\$ 8,526.07	
Feb	3/12/2013	3/4/2013	60031352	4/16/2013	\$ 1,346,221.46	\$ 67,311.07	6/4/2013	43	84	\$ 25,578.21	\$ 396,509.39	\$ 1,718.21	
Mar	4/4/2013	4/12/2013	60031525	4/30/2013	\$ 1,913,031.85	\$ 95,651.59	5/7/2013	18	33	\$ 18,173.80	\$ 1,817,380.26		
Apr	5/14/2013	5/13/2013	60031752	5/29/2013	\$ 1,288,302.23	\$ 64,415.11	6/3/2013	16	20		\$ 1,223,887.12		
May	6/14/2013	6/14/2013	60031944	6/19/2013	\$ 1,797,331.34	\$ 89,866.57	6/25/2013	5	11		\$ 1,707,464.77		
Jun	7/10/2013	7/26/2013	60032101	8/27/2013	\$ 1,517,029.81	\$ 75,851.49	8/30/2013	32	51	\$ 14,411.78	\$ 1,441,178.32	\$ 960.79	
Jul	8/6/2013	8/9/2013		9/10/2013	\$ 891,697.26	\$ 44,584.86	9/13/2013	32	38	\$ 8,471.12	\$ 847,112.40	\$ 564.74	
Aug	8/29/2013	9/11/2013	60032247	10/1/2013	\$ 1,080,750.64	\$ 54,037.53	10/4/2013	20	36	\$ 10,267.13	\$ 1,026,713.11		
Sep	10/3/2013	10/15/2013	60032443	10/30/2013	\$ 776,349.41	\$ 38,817.47	11/1/2013	15	29		\$ 737,531.94		
Oct	11/6/2013	11/20/2013	60032649	12/11/2013	\$ 1,368,065.32	\$ 68,403.27	12/13/2013	21	37	\$ 12,996.62	\$ 1,299,662.05		
Nov	12/4/2013	12/12/2013	60032811	12/20/2013	\$ 1,238,543.67	\$ 61,927.18	12/31/2013	8	27		\$ 1,176,616.49		
Dec	1/9/2014	1/14/2014	60033002	1/30/2014	\$ 1,015,277.64	\$ 50,763.88	2/4/2014	16	26		\$ 964,513.76		
Jan	2/10/2014	2/14/2014	60033182	2/27/2014	\$ 1,018,208.68	\$ 50,910.43	3/4/2014	13	22		\$ 967,298.25		
Feb	3/13/2014	3/31/2014	60033353	4/15/2014	\$ 1,131,890.20	\$ 56,594.51	4/18/2014	15	36	\$ 10,752.96	\$ 1,075,295.69		
Mar	4/8/2014	5/8/2014	60033459	6/4/2014	\$ 678,042.26	\$ 33,902.11	6/6/2014	27	59	\$ 6,441.40	\$ 644,140.15		
Apr	5/15/2014	6/6/2014	60033697	7/15/2014	\$ 866,754.00	\$ 43,337.70	7/18/2014	39	64	\$ 16,468.33	\$ 823,416.30	\$ 2,470.25	
May	6/16/2014	7/18/2014	60033872	8/20/2014	\$ 1,523,059.23	\$ 76,152.96	8/29/2014	33	74	\$ 28,938.13	\$ 1,446,906.29	\$ 1,446.91	
Jun	7/25/2014	8/12/2014	60033872	9/12/2014	\$ 1,548,120.62	\$ 77,406.03	9/17/2014	31	54	\$ 14,707.15	\$ 1,470,714.59	\$ 490.24	
Jul	8/16/2014	9/18/2014	60034080	10/8/2014	\$ 1,247,848.31	\$ 62,392.42	10/16/2014	20	61	\$ 23,709.12	\$ 1,185,455.89		
Aug	9/24/2014	9/29/2014	60034185	10/8/2014	\$ 1,604,976.27	\$ 80,248.81	10/16/2014	9	22		\$ 1,524,727.46		
Sep	10/28/2014	11/21/2014	60034185	12/22/2014	\$ 2,398,120.14	\$ 119,906.01	1/12/2015	31	76	\$ 45,564.28	\$ 2,278,214.13	\$ 759.40	
Oct	11/24/2014	12/8/2014	60034416	1/6/2015	\$ 764,646.52	\$ 38,232.33	1/16/2015	29	53	\$ 7,264.14	\$ 726,414.19		
Nov	12/24/2014	1/30/2015	60034638	2/26/2015	\$ 438,251.06	\$ 21,912.55	3/6/2015	27	72	\$ 8,326.77	\$ 416,338.51		
Dec	1/26/2015	2/5/2015	60034803	2/26/2015	\$ 380,386.02	\$ 19,019.30	3/6/2015	21	39	\$ 3,613.67	\$ 361,366.72		
Jan	2/28/2015	4/15/2015	60034968	5/6/2015	\$ 311,517.83	\$ 15,575.89	5/12/2015	21	73	\$ 5,918.84	\$ 295,941.94		
Feb	4/3/2015	4/15/2015	60035141	5/6/2015	\$ 383,694.81	\$ 19,184.74	5/12/2015	21	39	\$ 3,645.10	\$ 364,510.07		
Mar	4/27/2015	5/19/2015	60035375	6/25/2015	\$ 610,565.68	\$ 30,528.28	6/30/2015	37	64	\$ 11,600.75	\$ 130,538.10	\$ 304.59	
Apr	5/19/2015	5/14/2015	60035549	6/25/2015	\$ 137,408.53	\$ 6,870.43	6/30/2015	42	42	\$ 1,305.38	\$ 580,037.40	\$ 2,320.15	
May	6/23/2015	6/25/2015	60035660	8/20/2015	\$ 165,390.58	\$ 8,269.53	8/24/2015	56	62	\$ 3,142.42	\$ 157,121.05	\$ 1,361.72	
Jun	7/10/2015	7/27/2015	60035797	8/20/2015	\$ 381,585.99	\$ 19,079.30	8/24/2015	24	45	\$ 3,625.07	\$ 362,506.69		
Jul	8/6/2015	8/24/2015	60036006	9/2/2015	\$ 193,967.08	\$ 9,698.35	9/11/2015	9	36	\$ 1,842.69	\$ 184,268.73		
Aug	9/15/2015	11/10/2015	60036078	12/4/2015	\$ 264,328.84	\$ 13,216.44	12/8/2015	24	84	\$ 5,022.25	\$ 251,112.40		
Sep	10/29/2015	11/10/2015	60036234	12/4/2015	\$ 69,061.27	\$ 3,453.06	12/8/2015	24	40	\$ 656.08	\$ 65,608.21		
Oct	11/23/2015	2/8/2016	60036403	2/10/2016	\$ 201,845.73	\$ 10,092.29	2/16/2016	2	85	\$ 3,835.07	\$ 191,753.44		
Nov	12/11/2015	2/8/2016	60036650	2/10/2016	\$ 242,309.01	\$ 12,115.45	2/16/2016	2	67	\$ 4,603.87	\$ 230,193.56		
Dec	2/17/2016	3/3/2016	60037066	3/15/2016	\$ 229,829.41	\$ 11,491.49	3/18/2016	12	30		\$ 218,337.94		
Jan	2/12/2016	3/3/2016	60037085	3/15/2016	\$ 202,791.04	\$ 10,139.55	3/18/2016	12	35	\$ 1,926.51	\$ 688,059.34		
Feb	3/23/2016	5/16/2016	60037264	5/26/2016	\$ 63,455.52	\$ -	6/2/2016	10	71	\$ 1,269.00	\$ 63,445.52		
Feb	3/23/2016	7/28/2016	60037290	9/16/2016	\$ -	\$ 495,407.85	3/18/2016	50	-5		\$ 37,678.86	\$ 251.19	
Mar													
Apr	6/28/2016	6/17/2016	60037430	7/14/2016	\$ 211,693.12		7/19/2016	27	406	\$ 27,520.00	\$ 416,350.75		
Retainage	6/9/2016	10/28/2016	60037792	11/3/2016	\$ 114,300.41	\$ 5,715.02	7/19/2016	6	40	\$ 2,047.00	\$ 108,585.40		
May	7/22/2016	12/30/2016	60038008	1/18/2017	\$ 39,661.96	\$ 1,983.10	9/24/2016	19	64	\$ 754.00	\$ 16,851.67		
Jun	7/22/2016	7/28/2016	60038009	9/16/2016	\$ 176,907.16	\$ 8,845.36	9/24/2016	50	64	\$ 3,361.00	\$ 168,061.80	\$ 1,120.41	
Jul	8/27/2016	2/28/2017	90001221	3/8/2017	\$ 114,300.41	\$ 5,715.01	11/11/2016	8	76	\$ 2,172.00	\$ 14,141.60		
Aug	10/4/2016	10/5/2016	60038173	10/19/2016	\$ 37,894.64	\$ 1,894.73	10/26/2016	14	22		\$ 35,999.91		
Sep	11/3/2016	3/20/2017	90003199	4/5/2017	\$ 17,738.60	\$ 886.93	1/24/2017	16	82	\$ 337.00	\$ 9,199.36		
Oct					\$ -								
Nov	12/27/2016	12/30/2016	90006761	1/18/2017	\$ 112,750.50	\$ 5,637.54	1/24/2017	19	28		\$ 107,112.97		
Dec	2/16/2017	2/28/2017	90009432	3/8/2017	\$ 14,885.89	\$ 744.29	3/28/2017	8	40	\$ 141.00	\$ 14,141.60		
Jan	2/17/2017	2/28/2017	90010660	3/8/2017	\$ 63,683.93		3/28/2017	8	39	\$ 637.00	\$ 63,683.93		
Feb	3/20/2017	3/30/2017	90013038	4/5/2017	\$ 9,683.54	\$ 484.18	4/12/2017	6	23		\$ 9,199.36		
Mar					\$ -								
Apr	5/22/2017		90018120	6/29/2017	\$ 80,840.31	\$ 4,042.02	7/10/2017		49	\$ 768.00			
Retainage	5/22/2017			5/31/2017		\$ 486,376.00	6/5/2017		14				
											\$375,992.52	\$ 35,931.62	



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1429	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration to approve Interlocal Agreement for Mile 6 West Project Phase III with Hidalgo County for an amount not to exceed \$532,772.26. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: Costs for additional parcel acquisition were identified after Interlocal Agreements for Phases I and II for Mile 6 West Project (Mile 9 to Mile 11 North Roads). Shared costs between Hidalgo County and City of Weslaco are identified on attached Cost Estimate.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Agreement, Estimate			
Responsibilities upon Approval: Staff will provide executed agreement to Hidalgo County.			

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WESLACO, TEXAS, AND HIDALGO COUNTY, TEXAS CONCERNING CERTAIN PHASE III IMPROVEMENTS TO MILE 6 WEST ROAD FROM MILE 9 NORTH TO MILE 11 NORTH.

THIS agreement is made on this _____ day of _____, 2017 by and between the City of Weslaco, Texas, hereinafter referred to as "CITY", and the County of Hidalgo, Texas, hereinafter referred to as "COUNTY" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, COUNTY and CITY entered into a Phase I and Phase II Interlocal Cooperation Agreement dated May 30, 2017 in which the County and City agreed to complete Phase I and Phase II of improvements to the Mile 6 West Road.

WHEREAS, CITY is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, COUNTY is a county in the State of Texas;

WHEREAS, CITY and COUNTY, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, Mile 6 West (Westgate Drive) is an important and critical integral infrastructure connecting link corridor within the City of Weslaco and Hidalgo County;

WHEREAS, Texas Department of Transportation ("TxDOT"), Hidalgo County Metropolitan Planning Organization (HCMPO), CITY and COUNTY have identified the need to widen and reconstruct Mile 6 West (Westgate Drive) from Mile 9 North to Mile 11 North from an existing two-lane rural roadway to a four-lane urban roadway (the "Road");

WHEREAS, TxDOT, HCMPO, CITY and COUNTY have allocated Federal, State and local funds to fully fund engineering, environmental, survey, the acquisition of right of way, adjustment of utilities and construction of the Road;

WHEREAS, COUNTY will be the fiduciary agent for this project and assume the role of project development lead;

WHEREAS, COUNTY and CITY desires to complete the remaining project development activities in Phase III for this project as follows:

- Phase III – shall include Design of Intersection Improvements and Drainage Outfalls as well as required Right-of-Way Acquisition / Compensable Utility Services and Construction Management Services including but not limited to Construction Inspection / Construction Material Testing;

WHEREAS, COUNTY desires to complete Phase III of the project development in this Agreement:

WHEREAS, the segment of the Road from Mile 9 to Mile 10 is within the current corporate limits of the CITY, while the segment North from Mile 10 to Mile 11 is within the Extraterritorial Jurisdiction (ETJ) of the CITY and within COUNTY jurisdiction as outlined in Exhibit A;

WHEREAS, the Road serves as a connecting link and as an integral part of the county road system and such road improvements are in the best interest of the COUNTY and CITY;

WHEREAS, the CITY and COUNTY desire to equally share the total estimated project development costs for Phase III.

WHEREAS, the estimated total Phase III project development costs will be \$ 1,065,544.72 as identified in Exhibit B;

WHEREAS, the CITY's estimated share is \$532,772.36 for Phase III;

WHEREAS, the CITY desires to cooperate by contributing \$532,772.36 upon execution of this agreement. Any over runs and / or under runs will be shared equally between the CITY and COUNTY for this Phase III development cost;

WHEREAS, the COUNTY's estimated share is \$532,772.36 for Phase III project development cost;

WHEREAS, CITY and COUNTY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, CITY and COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY will be the fiduciary agent for this project and assume the role of project development lead;
2. COUNTY and CITY desires to complete the remaining project development activities in Phase III for this project as follows:
 - Phase III – shall include Design of Intersection Improvements and Drainage Outfalls as well as required Right-of-Way Acquisition / Compensable Utility Services and Construction Management Services including but not limited to Construction Inspection / Construction Material Testing;
3. COUNTY will complete Phase III of the project development in this Agreement, and use County's contracted consulting engineering firm for this project to complete the work under Phase III.
4. The Road serves as a connecting link and is an integral part of the county road system and such road improvements are in the best interest of the COUNTY and CITY.
5. The CITY and COUNTY desire to equally share the total estimated project development costs for Phase III that is not paid by Hidalgo County Drainage District #1;
6. The estimated total Phase III project development cost is \$1,065,544.72 as identified in Exhibit B.
7. The CITY's estimated share of Phase III project development cost is \$532,772.36.
8. The CITY shall pay the COUNTY the sum of \$532,772.36 upon execution of this Agreement. Any over runs and/or under runs will be shared equally between the CITY and COUNTY for this Phase III development cost;
9. The COUNTY's estimated share is \$532,772.36 for Phase III project development cost.
10. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

11. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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 latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
12. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
13. 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 agreement or representative) and 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 Weslaco and County and not otherwise.
14. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
15. Notice: Except as maybe 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 Weslaco: City of Weslaco
 Attention: Honorable David Suarez, Mayor
 225 S. Kansas Ave.
 Weslaco, Texas 78596

 If to County: Hidalgo County, Texas
 Attn: Honorable Ramon Garcia, Hidalgo County Judge
 P. O. Box 758
 Edinburg, Texas 78540-0758

 Copies to: Honorable David Fuentes, Commissioner, Precinct No. 1
 1902 Joe Stephens Ave.
 Weslaco, Texas 78596
16. 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.
17. 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.
18. Successors: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

19. Assignment: This Agreement shall not be assignable.
20. Headings: The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
21. 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 as often as may be appropriate.
22. Authority to Execute: The execution and performance of this Agreement by Weslaco and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Weslaco and County in accordance with its terms.
23. Governmental Purpose: Each party hereto is entering into the 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.
24. Commitment or Current Revenues Only: In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
25. Following completion of construction of the Road each party hereto shall maintain the road within their respective jurisdictions where applicable.

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

CITY OF WESLACO

By: _____
David Suarez, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

County Clerk

APPROVED AS TO FORM:

By: _____
Weslaco City Attorney

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to desire to widen and reconstruct Mile 6 West between Mile 9 and Mile 11 through a Phase III Interlocal Cooperation Agreement to be entered into with the City of Weslaco, Texas, and Hidalgo County.

By vote on _____ 2017, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "B"

MILE 6 ESTIMATED PROJECT COSTS

ROADWAY PROJECT:	MILE 6
LIMITS:	from Mile 9 to Mile 11
EXISTING ROADWAY SECTION:	2 - Lane Rural
EXISTING ROW WIDTH:	65' to 80' Varies
PROPOSED ROADWAY SECTION:	4-Lane Divided Roadway
PROPOSED ROW WIDTH:	104'-ft
ESTIMATED CONSTRUCTION COST ... (82 F-F URBAN ROADWAY ONLY)	\$9,900,000.00
ESTIMATED CONSTRUCTION COST ... (CLEAN 2 EXISTING OUTFALLS (1320-H each))	\$ 528,000.00
ESTIMATED CONSTRUCTION COST ... (2-8X8 Conc Irrigation Structure wby/pass)	\$ 500,000.00
ESTIMATED CONSTRUCTION COST ... (1-8x8 Conc Irrigation structure wby/pass)	\$ 300,000.00

LENGTH FOR 4-LANE ROADWAY

2.2 Miles

ESTIMATED PROJECT COSTS	ESTIMATED % LPA COST SHARE	TOTAL ESTIMATED PROJECT COST	TOTAL ESTIMATED LPA COST
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PHASE I - AS PER APPROVED AGREEMENT - (DATED AUGUST 6, 2013)

PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Determ. of Local Costs vs State Cost/fees. Study and Agmt/ A/F/A w/ TXDOT/LPA coord. Etc	100%		\$ -
Environmental Document with TXDOT	100%		\$ -
Public Involvement for the project with stakeholders and 1 Public Meeting	100%		\$ -
Archaeological and Historical Research	100%		\$ -
Engineering Technical Support at Public Mgs with Layouts etc	100%		\$ -
Schematic for Roadway & siphons	100%		\$ -
Traffic Signal Warrants (2 Locations)	100%		\$ -
Hydrological Map for 3 Outfall Drain Ditches outfalls & capacities	100%		\$ -
Office Surveys for Schem. (Prel. Owner Ident. and Comp. Property Rights) RDWY & Outfalls	100%		\$ -
Update Schem. based on comments as provide by TXDOT/FTWA and EA update w/ FTWA	100%		\$ -
Engineering Technical Support to address Public Hearing with Layouts etc	100%		\$ -
Either address the Public or hold 1 Public Hearing	100%		\$ -
PHASE I SUB-TOTAL (TEDSI WORK AUTH. NO. 2 PAID TO TEDSI & APPROVED BY TXDOT)		\$ 407,281.98	\$ 81,456.40

WORK COMPLETE

PHASE II - INTERLOCAL COOPERATION AGREEMENT

PHASE II - ROW Map, Surveys, PS&E, ROW Acquisition, Utility Management			
TEDSI WORK AUTH. NO. 3 (Not approved by TXDOT) (LPA Cost is amount of money paid to date)	66%	\$ 1,515,115.00	\$ 1,046,740.00
TEDSI WORK AUTH. NO. 4 (Approved by TXDOT & WA Cancelled by Pct. No. 1)	59%	\$ 628,961.20	\$ 373,434.00
(LPA Cost is amount of money paid to date - with no TXDOT Reimbursement Feb 2017)			
Additional Costs to Complete ROW Map (Estimated 68 Parcels)	100%	\$ -	\$ -
Additional Costs of Re-Evaluation of the Environmental Assessment to include Outfalls in Project Construction	100%	\$ 15,000.00	\$ 15,000.00
Additional Costs to Complete Field Surveys for Design and Construction OF ROADWAY	100%	\$ 49,500.00	\$ 49,500.00
Additional Costs to Complete Field Surveys for Design and Construction OF OUTFALLS	100%	\$ 10,000.00	\$ 10,000.00
Additional Costs to Complete PS&E Development Roadway (8% Engineering Fee)	100%	\$ 359,296.00	\$ 359,296.00
Additional Costs to Complete Sub-Surface Utility Engineering (SUE) 25 pot holes/mile	100%	\$ 13,750.00	\$ 13,750.00
Additional Costs to Complete Temporary Signal Designs during Construction	100%	\$ 36,000.00	\$ 36,000.00
Additional Costs for Engineering Fee to Create 1 set of Plans and Submit through TXDOT	100%	\$ 18,000.00	\$ 18,000.00
Additional Costs to Complete Permitted Utilities Coordination to adjust	100%	\$ 66,000.00	\$ 66,000.00
Additional Costs to Complete Right-of-Way Costs - Acquisition Services (est. 68 Parcels FOR ROADWAY	100%	\$ 108,000.00	\$ 108,000.00
Est. Comp. Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s) FOR ROADWAY	100%	\$ 844,560.00	\$ 844,560.00
SUB-TOTAL		\$ 3,758,682.20	\$ 3,034,780.00
Prel. Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Constr.)	100%	\$ 134,736.00	\$ 134,736.00
Est. County Attorney Costs for Condemnation (\$15,000/Parcel based on 20% total of parcels)	100%	\$ 204,000.00	\$ 204,000.00
Right-of-Way State Division Review and Oversight (1.5% of combined const. and ROW costs)	100%	\$ 200,798.40	\$ 200,798.40
Est. Roadway Right-of-Way Costs (EST. (20-ft add'l on each side for 2.2 miles @ \$4.0/ sq ft)	20%	\$ 1,858,560.00	\$ 371,712.00
COMPENSABLE UTILITY COSTS		\$ 300,000.00	\$ 60,000.00
SUB-TOTAL		\$ 2,698,094.40	\$ 971,246.40
PHASE II SUB-TOTAL		\$ 6,456,776.60	\$ 4,006,026.40

PHASE III REVISED COST ESTIMATE

PHASE III - ESTIMATE AS PER ICA APPROVED ON MAY 30, 21017

PHASE III - Construction Oversight, ROW Mapping, ROW Acquisition, Surveying, Utility Coordination, etc			
Additional costs to complete Right-of-Way Costs - Acquisition Services (est. 7 Parcels) FOR OUTFALLS	100%	\$ 96,600.00	\$ 96,600.00
Estimated Compensable Utility Management for Acquisition of Property Rights and Compensate for Utility Adjust(s) FOR OUTFALLS	100%	\$ 100,000.00	\$ 100,000.00
Eng Consultant Construction Management (18 Months)	100%	\$ 151,200.00	\$ 151,200.00
ROADWAY plus OUTFALLS AND SIPHONS CONSTRUCTION COST	1.4%	\$ 11,228,000.00	\$ 157,192.00
TXDOT/LPA Construction Inspection (11% of construction)	1.4%	\$ 1,235,080.00	\$ 17,291.12
PHASE III SUB-TOTAL		\$ 12,810,880.00	\$ 522,283.12

PHASE III - ADDITIONAL COSTS IDENTIFIED SINCE ICA APPROVAL ON MAY 30, 2017

Estimated Costs to Complete the Right-of-Way Map - Estimated 7 Parcels	100%	\$ 26,600.00	\$ 26,600.00
Roadway Additional Parcels & ROW Map - Additional 4 Parcels	100%	\$ 19,200.00	\$ 19,200.00
Roadway Additional Right-of-Way Costs - Acq. Services for 4 additional parcels	100%	\$ 55,200.00	\$ 55,200.00
Est. Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	\$ -	\$ -
Eng Consultant Construction Management (18 Months)	100%	\$ -	\$ -
Field Surveys for Design and Construction of Outfalls	100%	\$ 60,227.27	\$ 60,227.27
Survey Work for re-staking exist/prop ROW for entire limits	100%	\$ 12,000.00	\$ 12,000.00
Schematic Development For Outfalls	100%	\$ 10,948.00	\$ 10,948.00
PS&E Development Outfalls (8% Engineering Fee)	100%	\$ 42,240.00	\$ 42,240.00
Sub-Surface Utility Engineering (SUE) Est. 20 potholes at Outfalls	100%	\$ 20,000.00	\$ 20,000.00
Engineering Fee to Create 1 set of Plans and Submit Outfalls through TXDOT	100%	\$ 10,500.00	\$ 10,500.00
Permitted Utilities Coordination to adjust	100%	\$ -	\$ -
Roadway Additional Parcels & ROW Map - Additional 2 Parcels @ Outfalls A and B	100%	\$ 9,600.00	\$ 9,600.00
Right-of-Way Costs - Acq. Services @ (2 Parcels) - @ Outfalls A and B	100%	\$ 27,600.00	\$ 27,600.00
ROW Appraisal/Appraisal Review - North Alamo Water Supply Corp. - (37 Parcels @ \$4,000/EA)	100%	\$ 148,000.00	\$ 148,000.00
Est. County Attorney Costs for Condemnation (\$15,000/Parcel based on 20% total of parcels)	100%	\$ 33,000.00	\$ 33,000.00
RDWY plus OUTFALLS/SIPHONS CONSTR COST (excludes 1.4% shown above due to Change in EDC)	3.4%	\$ 224,560.00	\$ 224,560.00
TXDOT/LPA Constr Insp (11% of construction) (excludes 1.4% shown above due to Change in EDC)	3.4%	\$ 24,701.60	\$ 24,701.60
PHASE III ADDITIONAL COSTS SUB-TOTAL		\$ 724,376.87	\$ 724,376.87
PHASE III TOTAL COST SUB-TOTAL		\$ 13,535,256.87	\$ 1,246,659.99
ESTIMATED PROJECT COSTS		\$ 20,399,315.45	\$ 5,334,142.79

TOTAL ESTIMATED LPA COST \$ 5,334,142.79

COMBINED TOTAL ESTIMATED PROJECT COST \$ 20,399,315.45

ESTIMATED LPA COSTS NOT INCLUDED IN WORK AUTHORIZATION(S)..... \$ 1,145,729.52

LPA PROJECT COST IN PERCENTAGE COMPARED TO TOTAL COST 26%

MILE 6 PHASE II - LPA PARTICIPATION COSTS

ESTIMATED CITY OF WESLACO PARTICIPATION COST FOR PHASE I & II OF THIS PROJECT	\$ 2,043,741.40
ESTIMATED COUNTY PARTICIPATIONN COST FOR PHASE I & II OF THIS PROJECT	\$ 2,043,741.40

MILE 6 PHASE III - LPA PARTICIPATION COSTS

ESTIMATED CITY OF WESLACO PARTICIPATION COST FOR PHASE III OF THIS PROJECT	\$ 532,772.36
ESTIMATED COUNTY PARTICIPATIONN COST FOR PHASE III OF THIS PROJECT	\$ 532,772.36

THESE COSTS WILL BE BORNE BY THE HCDD#1

\$ 181,115.27



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1421	
From:			
Subject: Discussion and consideration to amend Section V of the Interlocal Cooperation Agreement for Tax Assessment and Collection and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: This is a request by the Tax Assessor-Collector to amend our agreement to provide for language that allows the County to disburse our delinquent attorney fees directly to Perdue Brandon, rather than the City issuing a check to them on a monthly basis.			
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):			
Mary Barrera		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Recommend approval.			
Attachments, if any: Amended Interlocal Agreement			
Responsibilities upon Approval:			

Office of Tax Assessor - Collector
COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. R7A



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org



November 29, 2017

David Suarez, City Mayor
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX. 78596

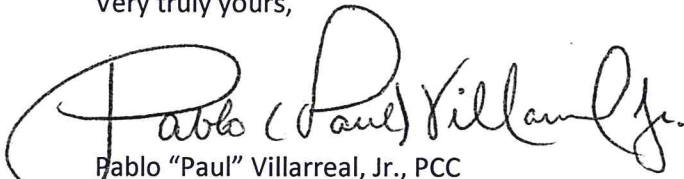
Dear Mr. Suarez,

Enclosed please find an amendment to the Inter-local Cooperation Agreement for Tax Assessment and Collection between the City and our Office. The amendment provides the ability, upon formal written request, for our Office to withhold attorney compensation fees from daily collections and disburse directly to the City's contracted law firm on a monthly basis.

Please sign and deliver, with original signatures, the attached amendment by December 8, 2017. If our Office does not receive the signed amendment, our Office will not have the ability to withhold attorney compensation fees.

Please contact Mr. Edgar Jaramillo, Executive Assistant at 956-318-2935 if you have any questions in regards to this amendment.

Very truly yours,


Pablo "Paul" Villarreal, Jr., PCC
Hidalgo County Tax Assessor-Collector



2804 S. Bus. Hwy 281 • Edinburg, Texas 78539

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF WESLACO**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about September 1, 1994, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section V of the Inter-local is amended to read as follows:
2. Pursuant to Tax Code Subsection (c), Section 6.30, Texas Property Tax Code Ann., if the CITY has entered into a contract with a law firm to represent CITY in the enforcing and collecting of delinquent taxes. The attorney's compensation is set forth in the contract. A copy of the CITY'S Delinquent Tax Collection Agreement must be attached hereto and incorporated herein by references as Exhibit "A". Upon formal written request from CITY, the COUNTY may withhold attorney compensation fees from daily collections and disburse directly to the law firm on a monthly basis.
2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

CITY OF WESLACO

BY: _____

David Suarez
City Mayor

ATTEST:

Secretary, Board of Trustees

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr.
Hidalgo County Clerk



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1422	
From: Arnold Becho			
Subject: Discussion and consideration to allow the Library to participate within the Region 1 ERate application for the establishment of a regional fiber optic network and to submit a Letter of Agency allowing Region 1 to apply on behalf of the City of Weslaco. Possible action. (Staffed by Library.)			
Background: Region One is looking to create a new fiber optic network thru the ERate program. The fiber optic network will connect participating school districts and public libraries for the goal of providing internet access. At this point, the Library is simply asking for permission to be included in the application Region One is submitting to ERate. Region One has communicated that there is no obligation at this point. The Commission will have the opportunity to accept or reject their offer at a later point. Region One is in the very beginning stages of this project. Complete implementation is still approximately 2 years away. The Library will continue to receive internet access thru the conventional ERate process in the interim. The current rate being discussed is \$200 per month which is about \$80 higher per month than our current cost. This price is a very rough approximation and could change. The largest benefit from participation is that our cost of internet would not go up if ERate were to be discontinued. There is a 50% chance ERate will disappear within the next 5 to 10 years. If ERate were to be discontinued, our cost for internet access would go up approximately 400% if we did not participate in the Region One Fiber Optic Network.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
Aida Vega		Created/Initiated	
Arnold Becho		Approved	
Mary Barrera		Approved	
Jose Peña		Approved	

Mike Perez	Final Approval
City Manager Comments: Approved.	
Staff Recommendation: Staff recommends approval	
Attachments, if any: memo - Request to approve Region One Fiber Consortium Application, Letter of Agency Authorizing Participation	
Responsibilities upon Approval: The library will submit a letter of agency and monitor Region One's application progress. The library will report back to Commission when more accurate numbers are provided.	

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

December 12, 2017

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Jose Rodriguez, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Martin J. Mata, Jose Pena, Mary Barrera
Fr: Arnoldo Becho, Library Director
Re: Request to approve participation within the Region 1 ERate application for the establishment of a regional fiber optic network

Region One is looking to create a new fiber optic network thru the ERate program. The fiber optic network will connect participating school districts and public libraries for the goal of providing internet access. At this point, the Library is simply asking for permission to be included in the application Region One is submitting to ERate.

Region One has communicated that there is no obligation at this point. The Commission will have the opportunity to accept or reject their offer at a later point. Region One is in the very beginning stages of this project. Complete implementation is still approximately 2 years away. The Library will continue to receive internet access thru the conventional ERate process in the interim.

The current rate being discussed is \$200 per month which is about \$80 higher per month than our current cost. This price is a very rough approximation and could change. The largest benefit from participation is that our cost of internet would not go up if ERate were to be discontinued. There is a 50% chance ERate will disappear within the next 5 to 10 years. If ERate were to be discontinued, our cost for internet access would go up approximately 400% if we did not participate in the Region One Fiber Optic Network.

Library staff supports approval. Since there is no commitment we stand to lose little by participating in the application. Please contact me with questions or concerns.

Thank you,

Arnoldo Becho
Library Director, City of Weslaco
Phone: 956.973.3144
Email: abecho@weslacopl.us

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

December 12, 2017

ORION (One Regional Interconnected Optical Network) Consortium
Region One Education Service Center
1900 W. Schunior
Edinburg, TX 78541

Re: Letter of Agency for Funding Year 2018 – 2027

This is to confirm our participation in the ORION (One Regional Interconnected Optical Network) E-Rate Consortium, for the procurement of Internet Access Service, Wide Area Network Fiber Services, Category 1 Network Equipment, and Category 1 Internal Connections.

I hereby authorize the ORION (One Regional Interconnected Optical Network) Consortium to submit FCC Form 470, FCC Form 471, and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the Mayor Joe V. Sanchez Public Library (City of Weslaco).

I understand that, in submitting these forms on our behalf, you are making certifications for Mayor Joe V. Sanchez Public Library. By signing this Letter of Agency, I make the following certifications:

a) ONLY FOR SCHOOL-RELATED LOA: I certify that schools in our district are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

b) I certify that our school district has/have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.

c) I certify that the services the school, library, or district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.500(et seq.).

d) I certify that our school district has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

f) I certify that I will retain required documents for a period of at least ten years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the Schools and Libraries (E-rate) Program.

g) I certify that I am authorized to procure and/or order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.

i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.



"The City on the Grow"

j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to in the ORION (One Regional Interconnected Optical Network) Consortium for E-rate submission is true.

Name of Entity: Mayor Joe V. Sanchez Public Library, City of Weslaco

Signature: _____ Date: _____

Name & Title: Mayor David Suarez, City of Weslaco

District Billed Entity Number (BEN): 141687



"The City on the Grow"



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1404	
From: Arnold Becho			
Subject: Discussion and consideration to approve final payment and execution of the substantial completion document for the Roof Renovation Project at the Mayor Joe V Sanchez Public Library. Possible action. (Staffed by Library.)			
Background: The Library Roof Repair project has been completed and the library would like to move forward with the paperwork necessary to certify substantial completion and submit for final payment. On November 10, 2017 American Contracting performed a water test on all the re-roofed areas. The issues found that day were resolved by the end of the business day. Testing was done with Weslaco staff present. Several rain events have occurred since this time and no leaks have been observed. Substantial completion documentation was transmitted on Nov. 15th but the document references Nov. 8th as the substantial completion date. Contact information has been provided for follow-up on the warranties provided by American Contracting. Training on maintenance of the roofing system is in the process of being scheduled.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
Elizabeth Walker		Created/Initiated	
Arnold Becho		Approved	
Mardoqueo Hinojosa		Approved	
David Arce		Approved	
Mary Barrera		Approved	
Andrew Muñoz		Approved	
Mike Perez		Final Approval	
City Manager Comments:			

Approved.

Staff Recommendation:

Staff recommends approval.

Attachments, if any:

Final Pay App, Warranties, and Other Closeout Documentation for Library Roof Repair, Roof Close Out Architectural Detail, Certificate of Substantial Completion Library Roof Project, Final Punch List and Observation Report, memo - Request to approve Final Payment Application and Substantial Completion Document for Library Roof Repair Project

Responsibilities upon Approval:

Library Staff will work with City Administration to have the proper documentation signed. It will be the Library's duty to contact American Contracting if leaks are observed within the 2 year guarantee period. Warranty on much of the material is longer and Library staff will need to monitor the performance of specific materials following the 2 year guarantee. Public Facilities staff will also be trained regarding roof maintenance. Library Staff will work to coordinate that training.

Final payment will be processed thru the Finance Department. Paperwork execution will be facilitated by the City Secretary and Library Staff will work to have these documents returned as soon as possible.

Close Out Documents

For

City of Weslaco Public Library
Roofing Repairs Re-Bid

Submitted By:
American Contracting U.S.A., Inc.
1606 S. Reynolds
Rio Hondo, Texas 78583
(956) 748-4030-Phone
(956) 748-2891-Fax
acusainc@aol.com-Email

TABLE OF CONTENTS

City of Weslaco Public Library Roofing Repairs Re-Bid

1. Final Pay Application
2. AIA Document G706A "Contractor's Affidavit of Release of Liens"
3. AIA Document G706 "Contractor's Affidavit of Payment of Debts & Claims"
4. AIA Document G707 "Consent of Surety to Final Payment"
5. Contractor's Warranties
6. Manufacturers' Warranties
7. Asbestos Free Letter
8. Contractor's Release of Liens



AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:

City of Westlaco
255 S. Kansas Avenue
Westlaco, TX 78596

PROJECT:

City of Westlaco Public Library
Roofing Repairs Re-Bid

FROM CONTRACTOR:

American Contracting USA, Inc.
1606 S. Reynolds
Rio Hondo, TX 78583

VIA ARCHITECT:

ROFA Architects, Inc.
1007 Walnut Avenue
McAllen, TX 78501

APPLICATION NO: FINAL

PERIOD TO: 12/04/2017

CONTRACT FOR:

CONTRACT DATE:

PROJECT NOS:

Distribution to:

OWNER ☒

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ 298,700.00

2. NET CHANGE BY CHANGE ORDERS \$ 6,593.20

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 305,293.20

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 305,293.20

5. RETAINAGE:

a. 0 % of Completed Work

(Columns D + E on G703) \$ 0.00

b. 0 % of Stored Material

(Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 305,293.20

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 273,905.14

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 31,388.06

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6) \$ 0.00

CHANGE ORDER SUMMARY

	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 6,593.20	\$
Total approved this month	\$ 0.00	\$
TOTAL	\$ 6,593.20	\$
NET CHANGES by Change Order	\$ 6,593.20	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel at ayright@aia.org.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: American Contracting USA, Inc.

By: *[Signature]*

State of: Texas

Date: 12-12-17

County of: Cameron

Subscribed and sworn to before me this 12th

day of December

Notary Public: *[Signature]*

My commission expires: April 19, 2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and knowledge, information and belief the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the Architect certifies that the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



City of Weslaco
Public Library Re-Roofing Project
Schedule of Values

CONTINUATION SHEET

AIA DOCUMENT G703

(INSTRUCTIONS ON REVERSE SIDE)

Page 2 of 2 pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar

Use Column I on contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **FINAL**
 APPLICATION DATE:
 PERIOD TO / FROM:

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUES	WORK COMPLETED FROM PREVIOUS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	BALANCE TO FINISH (C-G)	RETAINAGE 0%

Low Slope - Base Bid + Alternate No. 1

1	General Conditions	\$20,700.00	\$20,700.00	\$0.00	\$0.00	\$20,700.00	100%	\$0.00
2	Equipment	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00
3	Insurance	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00
4	Mobilization	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00
5	Cleaning and Dumpsters	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00
6	Roofing Materials	\$35,500.00	\$35,500.00	\$0.00	\$0.00	\$35,500.00	100%	\$0.00
7	Roofing Labor	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100%	\$0.00
8	Insulation Labor	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100%	\$0.00
9	Insulation Material	\$16,000.00	\$16,000.00	\$0.00	\$0.00	\$16,000.00	100%	\$0.00
10	Sheet Metal Labor	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00
11	Sheet Metal Material	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100%	\$0.00
12	Demobilization	\$2,000.00	\$1,000.00	\$1,000.00	\$0.00	\$2,000.00	100%	\$0.00
13	Final Cleaning	\$2,000.00	\$1,000.00	\$1,000.00	\$0.00	\$2,000.00	100%	\$0.00

Tile - Roof Base Bid

14	General Conditions	\$21,500.00	\$17,200.00	\$4,300.00	\$0.00	\$21,500.00	100%	\$0.00
15	Equipment	\$4,000.00	\$3,200.00	\$800.00	\$0.00	\$4,000.00	100%	\$0.00
16	Insurance	\$8,200.00	\$8,200.00	\$0.00	\$0.00	\$8,200.00	100%	\$0.00
17	Mobilization	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00
18	Cleaning and Dumpsters	\$5,000.00	\$4,000.00	\$1,000.00	\$0.00	\$5,000.00	100%	\$0.00
19	Materials	\$41,500.00	\$41,500.00	\$0.00	\$0.00	\$41,500.00	100%	\$0.00
20	Labor	\$28,000.00	\$22,400.00	\$5,600.00	\$0.00	\$28,000.00	100%	\$0.00
21	Demobilization	\$2,000.00	\$1,000.00	\$1,000.00	\$0.00	\$2,000.00	100%	\$0.00
22	Final Cleaning	\$2,000.00	\$1,000.00	\$1,000.00	\$0.00	\$2,000.00	100%	\$0.00

Repairs on Area D - Alternate No. 3

23	General Conditions	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00	100%	\$0.00
24	Equipment	\$250.00	\$250.00	\$0.00	\$0.00	\$250.00	100%	\$0.00
25	Insurance	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00
26	Mobilization	\$250.00	\$250.00	\$0.00	\$0.00	\$250.00	100%	\$0.00
27	Cleaning and Dumpsters	\$250.00	\$250.00	\$0.00	\$0.00	\$250.00	100%	\$0.00

28	Roofing Materials	\$1,675.00	\$1,675.00	\$0.00	\$0.00	\$1,675.00	100%	\$0.00	\$0.00
29	Roofing Labor	\$1,675.00	\$1,675.00	\$0.00	\$0.00	\$1,675.00	100%	\$0.00	\$0.00
30	Demobilization	\$300.00	\$300.00	\$0.00	\$0.00	\$300.00	100%	\$0.00	\$0.00
31	Final Cleaning	\$300.00	\$300.00	\$0.00	\$0.00	\$300.00	100%	\$0.00	\$0.00

Metal Canopy - Alternate No. 4

32	General Conditions	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$0.00
33	Equipment	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	\$0.00
34	Insurance	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$0.00
35	Mobilization	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	\$0.00
36	Cleaning and Dumpsters	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	\$0.00
37	Materials	\$5,150.00	\$5,150.00	\$0.00	\$0.00	\$5,150.00	100%	\$0.00	\$0.00
38	Labor	\$5,150.00	\$5,150.00	\$0.00	\$0.00	\$5,150.00	100%	\$0.00	\$0.00
39	Demobilization	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	100%	\$0.00	\$0.00
40	Final Cleaning	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	100%	\$0.00	\$0.00

Wall Coating - Alternate No. 5

41	General Conditions	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	\$0.00
42	Equipment	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$0.00
43	Insurance	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$0.00
44	Mobilization	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$0.00
45	Cleaning and Dumpsters	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$0.00
46	Materials	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100%	\$0.00	\$0.00
47	Labor	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100%	\$0.00	\$0.00
48	Demobilization	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$0.00
49	Final Cleaning	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$0.00
50	Allowances	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$0.00
51	6% OHP	\$300.00	\$300.00	\$0.00	\$0.00	\$300.00	100%	\$0.00	\$0.00
52	Change Order #01	\$6,593.20	\$5,321.20	\$1,272.00	\$0.00	\$6,593.20	100%	\$0.00	\$0.00
Total Amount:		\$305,293.20	\$288,321.20	\$16,972.00	\$0.00	\$305,293.20	100%	\$0.00	\$0.00

AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)
City of Weslaco Public Library
Roofing Repairs Re-Bid

ARCHITECT'S PROJECT NUMBER: MHFC01-20151025

OWNER ☒

CONTRACT FOR:

ARCHITECT ☒

CONTRACTOR ☒

TO OWNER: (Name and address)
City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596

CONTRACT DATED:

SURETY ☐

OTHER ☐

STATE OF: Texas

COUNTY OF: Cameron

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

N/A

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707[™], Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens of Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A[™])

CONTRACTOR: (Name and address)

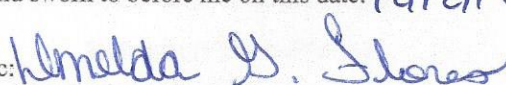
American Contracting USA, Inc.
1606 S. Reynolds
Rio Hondo, TX 78583

BY:


(Signature of authorized representative)

Leticia Barcenas, President
(Printed name and title)

Subscribed and sworn to before me on this date: 12/21/17

Notary Public: 

My Commission Expires: April 19, 2021

CAUTION: You should sign an original AIA Contract Document, of which this text appears in RED. An original assures that changes will not be obscured.

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SURETEC INSURANCE COMPANY

1330 Post Oak Blvd, Suite 1100, Houston, TX 77056

CONSENT OF SURETY TO FINAL PAYMENT

OWNER	☒
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

BOND NO.: 4412477

TO OBLIGEE: City of Weslaco
(Name and Address) 255 S. Kansas Ave.
Weslaco, TX 78596

CONTRACT FOR:
\$305,293.20

PROJECT: City of Weslaco Public Library
(Name and Address) Roofing Repairs Re-Bid

CONTRACT DATED:
May 12, 2017

PRINCIPAL: American Contracting USA, Inc.
1606 S. Reynolds, Rio Hondo, TX 78583

At the request of the Obligee and the Principal indicated above, *(Insert name and address of Surety)*

SureTec Insurance Company, 1330 Post Oak Blvd., Suite 1100, Houston, TX 77056
on bond of
(Insert name and address of Contractor)

American Contracting USA, Inc., 1606 S. Reynolds, Rio Hondo, TX 78583
CONTRACTOR,

and conditioned on the representation by Obligee that all Contract provisions relating to the payment of final payment under the Contract have been satisfied by Principal as of the date of final payment, and that no claims by Obligee or any third party are known or believed by Obligee or its representatives to exist as of the date of final payment, representations as to the truth and accuracy of the foregoing conditions being deemed to have been made by Obligee in connection with this request for Consent of Surety, hereby approves of the final payment to the Principal, and agrees that final payment in accordance with the terms hereof shall not relieve the Surety of its obligations to
(Insert name and address of Obligee)

City of Weslaco, 255 S. Kansas Ave, Weslaco, TX 78596
as set forth in said Surety's bond. OBLIGEE,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 1, 2017
(Insert in writing the month followed by the numeric date and year.)

SureTec Insurance Company
(Surety)


(Signature of authorized representative)

Julie McClary, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal):



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Julie McClary

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: American Contracting USA, Inc.

Obligee: City of Weslaco

Amount: \$ 305,293.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

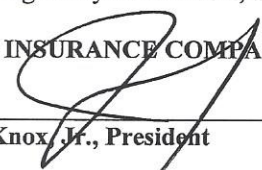
In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

State of Texas
County of Harris

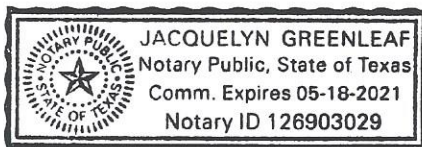
ss:



SURETEC INSURANCE COMPANY

By: 
John Knox, Jr., President

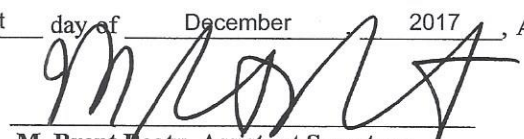
On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1st day of December, 2017, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)
City of Weslaco Public Library
Roofing Repairs Re-Bid

ARCHITECT'S PROJECT NUMBER: MHFC01-20151025

OWNER ☒

CONTRACT FOR:

ARCHITECT ☒

CONTRACTOR ☒

TO OWNER: (Name and address)
City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596

CONTRACT DATED:

SURETY ☐

OTHER ☐

STATE OF: Texas

COUNTY OF: Cameron

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

American Contracting USA, Inc.
1606 S. Reynolds
Rio Hondo, TX 78583

BY:

Leticia Barcenas
(Signature of authorized representative)

Leticia Barcenas, President

(Printed name and title)



Subscribed and sworn to before me on this date: 12/12/17

Notary Public: *Imelda G. Flores*

My Commission Expires: April 19, 2021

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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*American
Contracting U.S.A., Inc.*

1606 S. Reynolds • Rio Hondo, TX 78583

Tel: (956) 748-4030

Fax (956) 748-2891

Email: acusainc@aol.com

REPAIR ROOFING WARRANTY

WHEREAS American Contracting U.S.A., Inc. of
(Address) 1606 S. Reynolds, Rio Hondo, TX 78583 herein
called the "Contractor", has performed roofing and associated work on the following project.

Owner: City of Weslaco

Address: 255 S. Kansas Avenue, Weslaco, TX 78596

Number and Type of Building: Weslaco Public Library

Address: 525 S. Kansas Avenue, Weslaco, TX 78596

Area of Work: Roof Area "D" Date of Acceptance: November 8, 2017

Warranty Period: Two (2) Year Date of Expiration: November 8, 2019

AND WHEREAS the Contractor has contracted with Owner to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period.

NOW THEREFORE the Contractor hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work, and as are necessary to maintain said work in watertight condition.

This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by : (a) lightning, windstorm, hailstorm, and other unusual phenomena of the elements; (b) fire; (c) failure of roofing system substrate including cracking, settlement, excessive deflection, deterioration, and decomposition; (d) faulty construction of vents, equipment supports, and other penetrations of the work; (e) repeated vapor condensation on bottom of roofing; and (f) activity on roofing by other persons including construction contractors and maintenance personnel, whether authorized or unauthorized by Owner. When work has been damaged by any of the foregoing causes, Warranty shall be null and void until such damage has been repaired by the Contractor, and until cost and expense thereof has been paid by the Owner or by another responsible party so designated.

2. The contractor is responsible for work covered by this Warranty, but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.

3. During Warranty Period, if the Owner allows alterations of work by anyone other than the Contractor, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void upon date of said alterations, but only to extent said alterations affect work covered by this Warranty. If the owner engages the Contractor to perform said alterations, warranty shall not become null and void, unless the Contractor, prior to proceeding with said work, shall have notified the Owner in writing that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a limitation or termination of this Warranty.

4. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin or other use or service more severe than originally specified, this Warranty shall become null and void upon date of said change, but only to extent said changes affect work covered by this Warranty.

5. The Owner shall promptly notify the Contractor of observed, known or suspected leaks, defect or deterioration, and shall afford reasonable opportunity for the Contractor to inspect the work, and to examine evidence of such leaks, defects or deterioration.

6. This Warranty is recognized to be the only Warranty of the Contractor on said work, and shall not operate to restrict or cut off the Owner from other remedies and resources lawfully available to him in cases of roofing failure. Specifically, this Warranty shall not operate to relieve the Contractor of responsibility for performance of original work.

IN WITNESS THEREOF, this instrument has been duly executed this 12th DAY OF December, 2017.

Leticia Barcenas
Signature

American Contracting U.S.A., Inc.
Firm Name

Leticia Barcenas-President
Typed name and Title

1606 S. Reynolds
Address

(956) 748-4030
Telephone Number

Rio Hondo, TX 78583
City, State, Zip Code

STATE OF TEXAS

COUNTY OF CAMERON

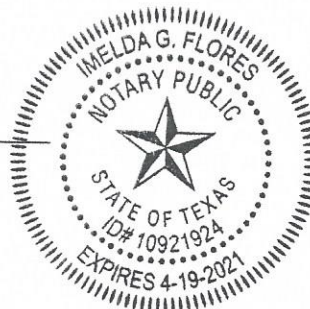
I, IMELDA G. FLORES, a Notary Public in and for said County, in the State aforesaid, DO THEREBY CERTIFY THAT LETICIA BARCENAS, personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS

DATE OF Dec. 12, 2017

NOTARY PUBLIC: Imelda G. Flores

MY COMMISSION EXPIRES: APRIL 19, 2021





1606 S. Reynolds • Rio Hondo, TX 78583

Tel: (956) 748-4030

Fax (956) 748-2891

Email: acusainc@aol.com

SHEET METAL WARRANTY

WHEREAS American Contracting U.S.A., Inc. of
(Address) 1606 S. Reynolds, Rio Hondo, TX 78583 herein
called the "Contractor", has performed roofing and associated work on the following project.

Owner: City of Weslaco

Address: 255 S. Kansas Avenue, Weslaco, TX 78596

Number and Type of Building: Weslaco Public Library

Address: 525 S. Kansas Avenue, Weslaco, TX 78596

Warranty Item: Sheet Metal Area of Work: Metal Edge & Trim

Date of Acceptance: November 8, 2017 Warranty Period: Two (2) Year

Date of Expiration: November 8, 2019

AND WHEREAS the Contractor has contracted with Owner to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period.

NOW THEREFORE the Contractor hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work, and as are necessary to maintain said work in watertight condition.

This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by : (a) lightning, windstorm, hailstorm, and other unusual phenomena of the elements; (b) fire; (c) failure of roofing system substrate including cracking, settlement, excessive deflection, deterioration, and decomposition; (d) faulty construction of vents, equipment supports, and other penetrations of the work; (e) repeated vapor condensation on bottom of roofing; and (f) activity on roofing by other persons including construction contractors and maintenance personnel, whether authorized or unauthorized by Owner. When work has been damaged by any of the foregoing causes, Warranty shall be null and void until such damage has been repaired by the Contractor, and until cost and expense thereof has been paid by the Owner or by another responsible party so designated.
2. The contractor is responsible for work covered by this Warranty, but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
3. During Warranty Period, if the Owner allows alterations of work by anyone other than the Contractor,

including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void upon date of said alterations, but only to extent said alterations affect work covered by this Warranty. If the owner engages the Contractor to perform said alterations, warranty shall not become null and void, unless the Contractor, prior to proceeding with said work, shall have notified the Owner in writing that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a limitation or termination of this Warranty.

4. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin or other use or service more severe than originally specified, this Warranty shall become null and void upon date of said change, but only to extent said changes affect work covered by this Warranty.

5. The Owner shall promptly notify the Contractor of observed, known or suspected leaks, defect or deterioration, and shall afford reasonable opportunity for the Contractor to inspect the work, and to examine evidence of such leaks, defects or deterioration.

6. This Warranty is recognized to be the only Warranty of the Contractor on said work, and shall not operate to restrict or cut off the Owner from other remedies and resources lawfully available to him in cases of roofing failure. Specifically, this Warranty shall not operate to relieve the Contractor of responsibility for performance of original work.

IN WITNESS THEREOF, this instrument has been duly executed this 12th DAY OF Dec., 2017.

Leticia Barcenas
Signature

American Contracting U.S.A., Inc.
Firm Name

Leticia Barcenas-President
Typed name and Title

1606 S. Reynolds
Address

(956) 748-4030
Telephone Number

Rio Hondo, TX 78583
City, State, Zip Code

STATE OF TEXAS

COUNTY OF CAMERON

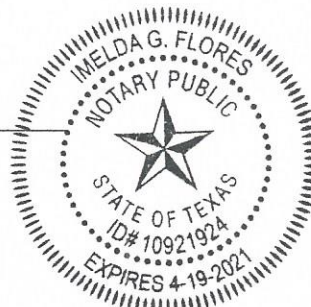
I, IMELDA G. FLORES, a Notary Public in and for said County, in the State aforesaid, DO THEREBY CERTIFY THAT LETICIA BARCENAS, personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS

DATE OF Dec. 12, 2017

NOTARY PUBLIC: Imelda G. Flores

MY COMMISSION EXPIRES: APRIL 19, 2021





*American
Contracting U.S.A., Inc.*

1606 S. Reynolds • Rio Hondo, TX 78583

Tel: (956) 748-4030

Fax (956) 748-2891

Email: acusainc@aol.com

WALL COATING WARRANTY

WHEREAS American Contracting U.S.A., Inc. of
(Address) 1606 S. Reynolds, Rio Hondo, TX 78583 herein
called the "Contractor", has performed roofing and associated work on the following project.

Owner: City of Weslaco

Address: 255 S. Kansas Avenue, Weslaco, TX 78596

Number and Type of Building: Weslaco Public Library

Address: 525 S. Kansas Avenue, Weslaco, TX 78596

Area of Work: Entire Exterior Building Date of Acceptance: November 8, 2017

Warranty Period: Two (2) Year Date of Expiration: November 8, 2019

AND WHEREAS the Contractor has contracted with Owner to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period.

NOW THEREFORE the Contractor hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work, and as are necessary to maintain said work in watertight condition.

This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by : (a) lightning, windstorm, hailstorm, and other unusual phenomena of the elements; (b) fire; (c) failure of roofing system substrate including cracking, settlement, excessive deflection, deterioration, and decomposition; (d) faulty construction of vents, equipment supports, and other penetrations of the work; (e) repeated vapor condensation on bottom of roofing; and (f) activity on roofing by other persons including construction contractors and maintenance personnel, whether authorized or unauthorized by Owner. When work has been damaged by any of the foregoing causes, Warranty shall be null and void until such damage has been repaired by the Contractor, and until cost and expense thereof has been paid by the Owner or by another responsible party so designated.
2. The contractor is responsible for work covered by this Warranty, but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.

3. During Warranty Period, if the Owner allows alterations of work by anyone other than the Contractor, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void upon date of said alterations, but only to extent said alterations affect work covered by this Warranty. If the owner engages the Contractor to perform said alterations, warranty shall not become null and void, unless the Contractor, prior to proceeding with said work, shall have notified the Owner in writing that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a limitation or termination of this Warranty.

4. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin or other use or service more severe than originally specified, this Warranty shall become null and void upon date of said change, but only to extent said changes affect work covered by this Warranty.

5. The Owner shall promptly notify the Contractor of observed, known or suspected leaks, defect or deterioration, and shall afford reasonable opportunity for the Contractor to inspect the work, and to examine evidence of such leaks, defects or deterioration.

6. This Warranty is recognized to be the only Warranty of the Contractor on said work, and shall not operate to restrict or cut off the Owner from other remedies and resources lawfully available to him in cases of roofing failure. Specifically, this Warranty shall not operate to relieve the Contractor of responsibility for performance of original work.

IN WITNESS THEREOF, this instrument has been duly executed this 12th DAY OF Dec., 2017.

Leticia Barcenas
Signature

American Contracting U.S.A., Inc.
Firm Name

Leticia Barcenas-President
Typed name and Title

1606 S. Reynolds
Address

(956) 748-4030
Telephone Number

Rio Hondo, TX 78583
City, State, Zip Code

STATE OF TEXAS

COUNTY OF CAMERON

I, IMELDA G. FLORES, a Notary Public in and for said County, in the State aforesaid, DO THEREBY CERTIFY THAT LETICIA BARCENAS, personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS

DATE OF Dec. 12, 2017

NOTARY PUBLIC: Imelda G. Flores

MY COMMISSION EXPIRES: APRIL 19, 2021





*American
Contracting U.S.A., Inc.*

1606 S. Reynolds • Rio Hondo, TX 78583

Tel: (956) 748-4030

Fax (956) 748-2891

Email: acusainc@aol.com

CONCRETE TILE WARRANTY

WHEREAS American Contracting U.S.A., Inc. of
(Address) 1606 S. Reynolds, Rio Hondo, TX 78583 herein
called the "Contractor", has performed roofing and associated work on the following project.

Owner: City of Weslaco

Address: 255 S. Kansas Avenue, Weslaco, TX 78596

Number and Type of Building: Weslaco Public Library

Address: 525 S. Kansas Avenue, Weslaco, TX 78596

Area of Work: Concrete Tile Roof Area Date of Acceptance: November 8, 2017

Warranty Period: Two (2) Year Date of Expiration: November 8, 2019

AND WHEREAS the Contractor has contracted with Owner to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period.

NOW THEREFORE the Contractor hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work, and as are necessary to maintain said work in watertight condition.

This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by : (a) lightning, windstorm, hailstorm, and other unusual phenomena of the elements; (b) fire; (c) failure of roofing system substrate including cracking, settlement, excessive deflection, deterioration, and decomposition; (d) faulty construction of vents, equipment supports, and other penetrations of the work; (e) repeated vapor condensation on bottom of roofing; and (f) activity on roofing by other persons including construction contractors and maintenance personnel, whether authorized or unauthorized by Owner. When work has been damaged by any of the foregoing causes, Warranty shall be null and void until such damage has been repaired by the Contractor, and until cost and expense thereof has been paid by the Owner or by another responsible party so designated.

2. The contractor is responsible for work covered by this Warranty, but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.

3. During Warranty Period, if the Owner allows alterations of work by anyone other than the Contractor, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void upon date of said alterations, but only to extent said alterations affect work covered by this Warranty. If the owner engages the Contractor to perform said alterations, warranty shall not become null and void, unless the Contractor, prior to proceeding with said work, shall have notified the Owner in writing that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a limitation or termination of this Warranty.

4. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin or other use or service more severe than originally specified, this Warranty shall become null and void upon date of said change, but only to extent said changes affect work covered by this Warranty.

5. The Owner shall promptly notify the Contractor of observed, known or suspected leaks, defect or deterioration, and shall afford reasonable opportunity for the Contractor to inspect the work, and to examine evidence of such leaks, defects or deterioration.

6. This Warranty is recognized to be the only Warranty of the Contractor on said work, and shall not operate to restrict or cut off the Owner from other remedies and resources lawfully available to him in cases of roofing failure. Specifically, this Warranty shall not operate to relieve the Contractor of responsibility for performance of original work.

IN WITNESS THEREOF, this instrument has been duly executed this 12th DAY OF December, 2017.

Leticia Barcenas
Signature

American Contracting U.S.A., Inc.
Firm Name

Leticia Barcenas-President
Typed name and Title

1606 S. Reynolds
Address

(956) 748-4030
Telephone Number

Rio Hondo, TX 78583
City, State, Zip Code

STATE OF TEXAS

COUNTY OF CAMERON

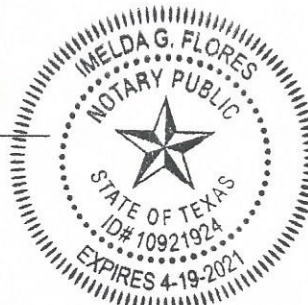
I, IMELDA G. FLORES, a Notary Public in and for said County, in the State aforesaid, DO THEREBY CERTIFY THAT LETICIA BARCENAS, personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS

DATE OF Dec. 12, 2017

NOTARY PUBLIC: Imelda G. Flores

MY COMMISSION EXPIRES: APRIL 19, 2021





*American
Contracting U.S.A., Inc.*

1606 S. Reynolds • Rio Hondo, TX 78583

Tel: (956) 748-4030

Fax (956) 748-2891

Email: acusainc@aol.com

LOW-SLOPE ROOFING WARRANTY

WHEREAS American Contracting U.S.A., Inc. of
(Address) 1606 S. Reynolds, Rio Hondo, TX 78583 herein
called the "Contractor", has performed roofing and associated work on the following project.

Owner: City of Weslaco

Address: 255 S. Kansas Avenue, Weslaco, TX 78596

Number and Type of Building: Weslaco Public Library

Address: 525 S. Kansas Avenue, Weslaco, TX 78596

Area of Work: 75 squares Date of Acceptance: November 8, 2017

Warranty Period: Two (2) Year Date of Expiration: November 8, 2019

AND WHEREAS the Contractor has contracted with Owner to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period.

NOW THEREFORE the Contractor hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work, and as are necessary to maintain said work in watertight condition.

This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by : (a) lightning, windstorm, hailstorm, and other unusual phenomena of the elements; (b) fire; (c) failure of roofing system substrate including cracking, settlement, excessive deflection, deterioration, and decomposition; (d) faulty construction of vents, equipment supports, and other penetrations of the work; (e) repeated vapor condensation on bottom of roofing; and (f) activity on roofing by other persons including construction contractors and maintenance personnel, whether authorized or unauthorized by Owner. When work has been damaged by any of the foregoing causes, Warranty shall be null and void until such damage has been repaired by the Contractor, and until cost and expense thereof has been paid by the Owner or by another responsible party so designated.
2. The contractor is responsible for work covered by this Warranty, but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.

3. During Warranty Period, if the Owner allows alterations of work by anyone other than the Contractor, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void upon date of said alterations, but only to extent said alterations affect work covered by this Warranty. If the owner engages the Contractor to perform said alterations, warranty shall not become null and void, unless the Contractor, prior to proceeding with said work, shall have notified the Owner in writing that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a limitation or termination of this Warranty.

4. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin or other use or service more severe than originally specified, this Warranty shall become null and void upon date of said change, but only to extent said changes affect work covered by this Warranty.

5. The Owner shall promptly notify the Contractor of observed, known or suspected leaks, defect or deterioration, and shall afford reasonable opportunity for the Contractor to inspect the work, and to examine evidence of such leaks, defects or deterioration.

6. This Warranty is recognized to be the only Warranty of the Contractor on said work, and shall not operate to restrict or cut off the Owner from other remedies and resources lawfully available to him in cases of roofing failure. Specifically, this Warranty shall not operate to relieve the Contractor of responsibility for performance of original work.

IN WITNESS THEREOF, this instrument has been duly executed this 12th DAY OF DEC., 2017.

Leticia Barcenas
Signature

American Contracting U.S.A., Inc.
Firm Name

Leticia Barcenas-President
Typed name and Title

1606 S. Reynolds
Address

(956) 748-4030
Telephone Number

Rio Hondo, TX 78583
City, State, Zip Code

STATE OF TEXAS

COUNTY OF CAMERON

I, IMELDA G. FLORES, a Notary Public in and for said County, in the State aforesaid, DO THEREBY CERTIFY THAT LETICIA BARCENAS, personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS

DATE OF DEC. 12, 2017

NOTARY PUBLIC: Imelda G. Flores

MY COMMISSION EXPIRES: APRIL 19, 2021



Material & Workmanship Warranty

FLEX MEMBRANE INTERNATIONAL CORP. ("Flex") warrants to the Building Owner named below, subject to the terms, limitations, and conditions set forth herein, for a period of 20* years, in which this Materials and Workmanship Warranty is effective, the Flex Roofing Materials installed on the Building Owner's building at the address and location shown below, shall be free from defects in materials supplied by Flex and/or defective workmanship provided by the Flex Authorized Applicator named below. *NO DOLLAR LIMIT

TERMS, LIMITATIONS, CONDITIONS

- 1) Installation of the Flex Roofing Materials must have been performed by a Flex Authorized Applicator and must have been inspected and approved for warranty by Flex. This warranty issuance will not relieve the Flex Authorized Applicator from performing additional work should final inspection discover any failure to comply with Flex current specifications and details or shortcomings in workmanship. This warranty is effective and valid only after final inspection and acceptance by Flex.
- 2) If, after inspection by Flex, leaks in the Flex Roof System are found by Flex to be the result of defects in Flex materials and/or the workmanship of the below named Flex Authorized Applicator in the installation of Flex's material, Flex will repair any leaks in the roofing system at its expense.
- 3) The warranty stated herein is the **SOLE AND EXCLUSIVE REMEDY** for defects in or failure of the materials supplied by Flex and/or defective workmanship provided by the below named Flex Authorized Applicator. Flex shall under no circumstances be liable for damage to the substrate (deck and insulation), the structure itself, contents of the structure, any other property, injury to persons or for any consequential damages or incidental damages or loss of any kind whatsoever, whether in contract or tort, including negligence.
- 4) This warranty does not cover failure of Flex Roofing Material if in Flex's good faith determination, the failure was caused by:
 - a) Natural disasters including, but not limited to, the direct or indirect effect of lightning, gales, earthquakes, floods, hail, fire, hurricanes, tornadoes, or other extraordinary natural occurrences.
 - b) Vandalism, acts of war, mechanical damage or abuse, traffic or storage of material on roof, negligence, accidents, structure settlement, defects or failure in other material or application of other material not supplied by Flex.
 - c) Metal work or other material not furnished by Flex or any workmanship not performed by a Flex Authorized Applicator.
- 5) This warranty does not apply and shall be null and void if any of the following occur:
 - a) Failure of Building Owner to confirm each leak event in writing to Flex, at the below address, within thirty (30) days of discovery of each leak in the Flex Roof System.
 - b) Failure of Building Owner or his lessee to use reasonable care in maintaining the roof, including that of sealants and caulking.
 - c) Additions, alterations, or repairs made on or through the roof or to any area or surrounding area affecting the roof, other than those approved in writing by Flex.
 - d) Failure of Building Owner, named below, to comply with every term, limitation, and condition stated herein.
- 6) During the term of this warranty, Flex, its agents and employees shall have free access to the roof during regular business hours to perform appropriate inspections and repairs authorized by Flex.
- 7) Flex shall have no liability under this warranty until all bills for installation, supplies, and service have been paid in full to the applicator of Flex materials and all material suppliers including Flex.
- 8) The Building Owner shall be responsible for the cost of investigation if any leak is determined not to be covered by this warranty.
- 9) Flex's sole obligation under this warranty shall terminate immediately in the event of a material change in use or a significant change in the use of the building itself.
- 10) This warranty is extended solely and exclusively to the Building Owner, named below, at the time the Flex material is installed. It does not extend nor is it otherwise assignable or transferable to any other party unless approved in advance and in writing by Flex and the costs to process the transfer and to inspect and repair the roof, if necessary, are paid for by the original Building Owner.
- 11) FLEX PROVIDES NO WARRANTY THAT THE FLEX ROOFING SYSTEM IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. THIS AGREEMENT AND THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL WARRANTIES OR AGREEMENTS (WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY). NO REPRESENTATIVE OF FLEX HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

Name of Building Weslaco Public Library

Building Owner's Name City of Weslaco

Address of Building 525 S. Kansas Avenue, Weslaco, TX 78596

Flex Authorized Applicator American Contracting USA, Inc., Rio Hondo, TX 78583

Flex Roof System Type FB Elvaloy 67 Mil White Area Warranted (Sq. Ft.) 8,000

Date Effective From 11/15/2017 To 11/15/2037

**BASF Corporation
Construction Systems
Limited Warranty -**

R052103

MasterProtect® EL 750 AA (formerly Thorolastic® A+)

Coverage : Material

Duration : 10 Years

Project Site

Name : MAYOR JOE V. SANCHEZ PUBLIC LIBRARY

Address : 525 S. KANSAS AVE.

City : WESLACO

State : TEXAS

Date of Application : September 01, 2017

Applicator Name : AMERICAN CONTRACTING USA, INC.

Purchaser Name : SSI - MCALLEN

This is to certify that the above named product has been applied to the area described in the Project site above. This warranty makes no allowance for deviations or omissions from the information provided in the on-line application. Any misrepresentation or fraudulent statement in the application for Limited Warranty renders the Limited Warranty void.

BASF Corporation (hereinafter BASF) Construction Systems, 889 Valley Park Drive, Shakopee, MN 55379, hereby warrants that, subject to the provisions hereof, the MasterProtect® EL 750 AA (formerly Thorolastic® A+) (the "Product") as manufactured satisfies the product performance criteria under the terms specified in the current MasterProtect® EL 750 AA (formerly Thorolastic® A+) product data sheet. The current product data sheet can be obtained at www.buildingsystems.basf.com. Any claims brought against BASF relative to the referenced product and project shall constitute full acceptance of all terms and conditions contained herein. The remedies of this warranty shall be considered only when EACH of the following FIVE conditions exists: (i) BASF must have been notified of the unsatisfactory condition during the covered period following the date of application and this notification to BASF shall be in writing within 30 days of the occurrence; (ii) BASF is afforded the opportunity to inspect any such areas, at such time, as may be reasonably requested; (iii) The BASF supplied product has been proven not to satisfy the published product performance criteria; (iv) This product discrepancy must have directly contributed to the unsatisfactory condition in question; and (v) Full payment has been received by BASF for the BASF materials supplied to the referenced project.

EXCLUSIONS:

This warranty does not apply, and BASF makes no warranty and disclaims all liability, where any unsatisfactory condition resulting from misuse or abnormal use or conditions such as, but not limited to: structural cracks or defects, faulty construction, design, non BASF materials, settlement or expansion of the structure, accident, fire or other casualty, lack of suitable vapor barrier or excessive wear. This warranty does not cover claims for color-fastness, appearance or offensive or unpleasant odor; disintegration of the substrate; mechanical damage caused by individuals, tools, or other outside agents; or any change in the appearance of the product from accumulated dirt or other contaminants. This warranty does not apply, and BASF makes no warranty and disclaims all liability when an unsatisfactory condition has occurred due to lack of adherence to all applicable care and maintenance recommendations or cautions contained or referenced in the product data sheet. If the owner shall make or permit, without prior written consent of BASF, repairs, alterations, or additions to the structure which affect the product or change the use, function or purpose of the structure, this warranty shall become immediately null and void and of no further force and effect. BASF will respond promptly to any written request for consent to repairs, alterations, or additions. Product performance properties are limited to the material as supplied to the project.

REMEDIES:

The holder's sole and exclusive remedy and BASF's liability shall be limited to:

Providing MasterProtect® EL 750 AA (formerly Thorolastic® A+) in sufficient quantity to replace solely those areas of the installed product proven to meet the terms of the aforementioned warranty. A suitable replacement product may be employed at the sole discretion of BASF. All other costs associated with the replacement of the product are the sole responsibility of the holder. BASF's liability is limited to the purchase price of the BASF product supplied.

Holder and BASF specifically agree that any controversy or claim arising out of this warranty shall be settled by arbitration in the state of Ohio, or in the state or province in which the project is located, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

If any part of this Warranty shall be determined to be invalid, then such portion shall be deemed severed from this Warranty and the remaining terms, exclusions and limitations shall apply.

GENERAL LIMITATIONS

This information and all further technical advice are based on BASF's present knowledge and experience. However, BASF assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third party intellectual property rights, especially patent rights. In particular, BASF disclaims all CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR CLAIMS RELATED TO MOLD, MILDEW, AND FUNGI OR ANY AIR QUALITY PROBLEMS. BASF SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING LOSS OF PROFITS) OF ANY KIND. BASF does not warrant or guarantee the quality of labor used to prepare the surface and to apply or install the products covered by this limited warranty. BASF reserves the right to make any changes according to technological progress or further developments. It is the holder's responsibility and obligation to carefully inspect and test any incoming goods. Performance of the product(s) described herein should be verified by testing and carried out only by qualified experts. It is the sole responsibility of the holder to carry out and arrange for any such testing. Reference to trade names used by other companies is neither a recommendation, nor an endorsement of any product and does not imply that similar products could not be used.

This warranty supersedes any other warranties, guarantees or representations, written or oral, heretofore made with respect to the above referenced product or project.



Pre-Painted GALVALUME® Sheet 20-Year, 6-Month Limited Warranty

Sold To: GALVAN SHEET METAL SHOP
P.O. BOX 2053
531 PERKINS STREET
SAN BENITO TX 78586

Job Name: MAYOR JOE V SANCHEZ PUBLIC LIBRARY
525 S KANSAS AVE
WESLACO TX 78596

Owner: CITY OF WESLACO
255 S KANSAS AVE
WESLACO TX 78596

File ID: MFW023125
Effective Date: November 20 2017
Date of Issue: December 05 2017

Material Description: TERRA COTTA FLAT

Invoice(s): SA143324

EXCLUSIVE WARRANTY:

Berridge Manufacturing Company 6515 Fratt Road San Antonio, Texas 78218 hereby provides this LIMITED WARRANTY TO:

GALVAN SHEET METAL SHOP

("Customer"). Berridge Manufacturing Company exclusively warrants that, subject to the following provisions,

Berridge Manufacturing Company's hot dipped aluminum-zinc alloy-coated GALVALUME® sheet steel, with a coating weight of AZ50 sold for use as pre-painted steel building, roofing and siding panels, if erected within the Continental United States as follows:

1. The GALVALUME® sheet steel itself WILL NOT rupture, fail structurally or perforate within a period of 20 years and 6 months after shipment from the coil paint line as a result of corrosion caused by exposure to normal atmospheric conditions.

EXCLUDED ATMOSPHERIC CONDITIONS

This limited warranty DOES NOT APPLY to sheet exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:

1. Areas subject to saltwater marine atmospheres or to constant spraying of either salt or fresh water.
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust or animal waste.
3. Areas subject to water runoff from lead or copper flashings or areas in metallic contact with lead or copper.
4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

OTHER EXCLUDED SITUATIONS

This limited warranty DOES NOT APPLY in the event of:

- A. Bends less than 4T for all sheet thickness.
- B. Slopes of the roof or sections of the roof flatter than 1:15. NOTE: This slope is greater than the slope for unpainted coated steel sheet based on the anticipated greater hazard associated with the performance of painted surfaces under conditions of poor drainage.
- C. Mechanical, chemical or other damage sustained during shipment, storage, forming fabrication or during or after erection.
- D. Forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.
- E. Failure to Provide free drainage of water, including internal condensation, from overlaps on all other surfaces of the sheets or panels.
- F. Failure to remove debris from overlaps and all other surfaces of the sheets or panels.
- G. Damage caused to the metallic coating by improper roll forming, scouring or cleaning procedures.
- H. Deterioration of the panels caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation.
- I. Presence of damp insulation or other corrosive materials in contact with or close proximity to the panel.
- J. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long lasting fasteners to be used with GALVALUME® sheet roofing and siding panels rests solely with the Customer.

EXCLUSIVE REMEDIES

Customer's exclusive remedy and Berridge Manufacturing Company's sole liability for breach of this limited warranty shall be limited exclusively to the cost of either repairing non-conforming panels, or at Berridge Manufacturing Company's sole option, of furnishing FOB Customer's plant sufficient sheet product to enable Customer to fabricate replacement panels for the non-conforming panels.

LIMITATION OF DAMAGES

THE LIABILITY OF BERRIDGE MANUFACTURING COMPANY SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY SHEET TO CONFORM WITH THE PROVISIONS OF THIS LIMITED WARRANTY.

OTHER WARRANTIES INCLUDING MERCHANTABILITY

THERE ARE NO WARRANTIES, PROMISES OR AFFIRMATIONS OF FACT, INCLUDING WARRANTIES OR MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM ANY NON-CONFORMING SHEET SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS SET FORTH HEREIN.

INSPECTION AND NOTICE OF CLAIM

Customer shall exercise diligence in inspection of material as received from Berridge Manufacturing Company prior to utilization so as to mitigate expense involved in repairing, repainting or replacing non-conforming sheets.

Claims for any breach of warranty must be made within the period of this limited warranty and within 30 days after the period of this limited warranty and within 30 days after Customer discovered the non-conforming sheet; Customer must give Berridge Manufacturing Company a reasonable opportunity to inspect the material.

DUTIES OF CUSTOMER IN PRESENTING CLAIMS

As a condition precedent to Berridge Manufacturing Company's liability hereunder, Customer must present with his claim such records so to enable Berridge Manufacturing Company to establish Berridge Manufacturing Company's order number, Berridge Manufacturing Company's coil number, date of shipment by Berridge Manufacturing Company and the date of installation in the form of building panels for the claimed non-conforming sheet.

Customer shall also present such evidence that establishes any claimed non-conformance was due to a breach of the limited warranty stated herein.

TRANSFERS, REPRESENTATIONS AND ASSIGNMENTS

This limited warranty is extended to Customer as the original purchaser from Berridge Manufacturing Company and is non-transferrable and non-assignable. No rights against Berridge Manufacturing Company shall be created by any purported transfer or assignment, nor shall any rights against Berridge Manufacturing Company survive any transfer or assignment. Customer or its agents or representatives shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this limited warranty extends or is available to parties other than Customer, and to the limit of its legal right to do so, Customer shall cause any party to cease and desist in any such misrepresentation. This condition shall constitute a material term of this limited warranty and its violation by Customer shall excuse Berridge Manufacturing Company from its obligation hereunder.

WAIVER OR MODIFICATIONS OF BERRIDGE MFG. CO.'S RIGHTS

No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify this limited warranty or waive Berridge Manufacturing Company's rights hereunder, shall be binding on Berridge Manufacturing Company unless the same be clearly set forth in writing that expressly refers to this limited warranty and expressly refers to having such effect upon this limited warranty, and is signed by the authorized representative of Berridge Manufacturing Company.

TERMINATION

Berridge Manufacturing Company reserves the right to terminate this limited warranty, except with respect to orders which it has already accepted, upon the giving of written notice thereof.

GOVERNING LAW

The substantive law of the State of Texas shall exclusively govern the rights and duties of the parties under this agreement.

ENTIRE AGREEMENT

The provisions set forth herein are in lieu of and expressly supersede any other provision irrespective of where contained. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.

GALVALUME® is a registered trademark of BIEC International, Inc.



Kynar 500® or Hylar 5000™ Limited Warranty

Sold To: GALVAN SHEET METAL SHOP
P.O. BOX 2053
531 PERKINS STREET
SAN BENITO TX 78586

Job Name: MAYOR JOE V SANCHEZ PUBLIC LIBRARY
525 S KANSAS AVE
WESLACO TX 78596

Owner: CITY OF WESLACO
255 S KANSAS AVE
WESLACO TX 78596

File ID: MFW023125

Effective Date: November 20 2017

Date of Issue: December 05 2017

Material Description: TERRA COTTA FLAT

Invoice(s): SA143324

Berridge Manufacturing Company warrants that Kynar 500® or Hylar 5000™ 70% full-strength Fluoropolymer finish will perform for twenty (20) years from date of installation as an effective surfacing material within the scope of the conditions and limitations defined in this warranty document:

EFFECTIVE SURFACING MATERIAL IS DEFINED TO MEAN:

1. Freedom from cracking, chipping or peeling due to the deterioration of the finish for a period of twenty (20) years from date of purchase, exclusive of mechanical damage or other abnormal contingencies. (See Paragraph 2).
2. Freedom from any color changes in excess of 5 NBS Units (Using the NBS unit of color notation as measured on the MEECO Colormaster: ASTM-D-2244) for a period of twenty (20) years from date of purchase.
3. Freedom from chalking in excess of Number 8 Rating (ASTM-D-659-80) for a period of twenty (20) years from date of installation.

TERMS AND CONDITIONS OF WARRANTY:

1. Berridge shall not have any obligation under this Warranty until all invoices for materials, installation, supplies, warranties and services have been paid in full to Berridge and to the Roofer.
2. **BERRIDGE HAS NO OBLIGATION NOR RESPONSIBILITY FOR DAMAGE TO FINISH OR MATERIALS CAUSED BY THE FOLLOWING CONDITIONS:**
 - A. Materials installed in corrosive or aggressive environments including, but not limited to, areas subject to marine conditions, salt water, salt water spray, chemicals, or harmful gases with the exception of normal air pollution.
 - B. Acts of God, falling objects, fire or external forces.
 - C. Abnormal or harmful gases, fumes or chemicals other than general air pollution.
 - D. Physical damage after installation, intentional or unintentional, whether caused by abuse, misuse, negligence, vandalism, or excessive foot traffic on roof area.
 - E. Any act or acts which damages finish after installation of materials on project.
 - F. Physical damage caused during the forming process due to machinery or roll forming process used.
 - G. Slopes of the roof or sections with a pitch of less than one in twenty-four or otherwise as to allow puddling or staining.
 - H. Deterioration of finish or materials due to improper storage prior to or during installation process.
 - I. Deterioration of the finish or substrate caused by standing water or condensation.

J. Discoloration or damage to panel finish caused by failure to remove factory-applied protective strippable plastic film.

3. CUSTOMER MUST NOTIFY BERRIDGE MANUFACTURING COMPANY IN WRITING WITHIN THIRTY (30) DAYS FROM DISCOVERY OF THE CONDITION WHICH IS THE BASIS OF ANY CLAIM AND ALLOW AN INSPECTION OF THE MATERIALS DURING NORMAL BUSINESS HOURS.

4. BERRIDGE MANUFACTURING COMPANY'S OBLIGATION WITH RESPECT TO THIS WARRANTY IS LIMITED AS FOLLOWS:

- A. In the event of a valid claim, Berridge Manufacturing Company shall, at its option: a.) assume the reasonable costs to restore the finish on the materials; b.) furnish replacement materials; or c.) refund the original purchase price paid to Berridge for the materials less five percent (5%) for each year which has lapsed since the date of purchase of the materials.
 - B. Berridge Manufacturing Company's maximum liability for any claim under this Limited Warranty will be the lesser of the three amounts calculated pursuant to a, b, or c of paragraph 4A above.
 - C. It will be at the sole discretion of Berridge Manufacturing Company to determine which action will be taken with respect to any claim under this Limited Warranty.
 - D. In no event shall Berridge Manufacturing Company's liability exceed the lesser of the cost of replacing or restoring the defective panels.
 - E. The warranty on any repaired or replaced product shall be for the remainder of the warranty period applicable to the original purchase.
 - F. **EXCEPT AS SET FORTH HEREIN, BERRIDGE MANUFACTURING COMPANY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY EXPRESSLY DENIES THE SAME.**
5. This warranty is tendered for the sole benefit of the original owner of the product named herein and is not transferable or assignable.
 6. Berridge's only liability and responsibility is to the terms and conditions of this Warranty. This Warranty supersedes and is in lieu of any and all other warranties (whether expressed or implied) that are either in addition to or in conflict with the term(s) and condition(s) stated herein.
 7. In the event a court of competent jurisdiction rules that any portion of this Limited Warranty is unenforceable, the remainder of this Limited Warranty shall be construed and enforced as if the stricken portion was not a part hereof originally.



**10 YEAR LIMITED
POLYSTICK® MATERIAL WARRANTY***
(*Warranty is self-executed by user)

Owner's Name: City of Weslaco
Owner's Complete Address: 255 S. Kansas Avenue, Weslaco, TX 78596
Building Name: Weslaco Public Library
Building Complete Address: 525 S. Kansas Avenue, Weslaco, TX 78596
Roofing Contractor Name: American Contracting USA, Inc.
Roofing Contractor Complete Address: 1606 S. Reynolds, Rio Hondo, TX 78583
Roofing Contractor Phone: 956-748-4030 Polyglass Registered Contractor # (as applicable): _____
Polyglass Product(s) Used: _____
Other Roofing Products Used: _____
Project Size: _____ Square Feet Completion Date: November 9, 2017

TERMS AND CONDITIONS:

Definitions: "Polyglass" shall mean Polyglass® U.S.A., Inc. 1111 W. Newport Center Drive, Deerfield Beach, FL 33442. "Owner" shall mean the original party listed above as Owner's Name whose building the Polyglass roof membrane product is installed.

Polyglass warrants; the Polyglass' product(s) to be free from manufacturing defects which affects the ability of the membrane to perform in a watertight manner (herein considered defective) for the period of Ten (10) years from the date of original installation of the membrane. This warranty is strictly intended for the sole benefit of the owner described above ("Owner") and is not transferrable or assignable. Warranty terms may be extended, at Polyglass' discretion, in the event that the underlayment system is a combined multiple ply system consisting of two or more Polyglass underlayments, i.e.: TU Plus® and MTS® or Elastoflex® poly/sand base; or two plies Polystick MTS® or as otherwise approved in writing by Polyglass. Warranty must be completed in its entirety and registered with Polyglass to become in effect; otherwise the Polyglass membrane shall have warranty protection as provided by its Product Liability Coverage on packaging. A legible copy of this Warranty and proof of purchase must be registered with Polyglass U.S.A., Inc. Attn: Warranty Department 1111 W. Newport Center Drive, Deerfield Beach, FL 33442 within 90 days of the original date of purchase.

Should Polyglass' membrane be deemed defective by Polyglass, as described above, Polyglass shall exercise the option to repair or replace such defective materials, excluding any associated labor to perform these tasks. Polyglass' maximum liability, under any circumstances, shall not exceed the original cost of the defective membrane; excluding all installation related labor costs; costs of flashing, metal work, or other materials not supplied or furnished by Polyglass. This sum shall be pro-rated at year Two (2) of its term, reduced by 1/10th each calendar year remaining in the warranty period and further reduced by any cost previously incurred by Polyglass for the repair or replacement of any Polyglass materials under this warranty. Any such repair or replacement to remedy leakage shall be owner's SOLE AND EXCLUSIVE REMEDY against Polyglass.

Polyglass shall have no obligation based upon the following exclusions under this warranty:

- 1) Damage by natural disasters, including but not limited to Lightning, Hail, strong winds exceeding 9 on the Beaufort Scale, Floods, Hurricanes, Tornadoes, wind launched debris, Earthquakes or similar acts of God or natural causes;
- 2) Damage by willful or negligent acts, excessive foot traffic, Fire, Vandalism, or other misuse;
- 3) Damage by use of materials not furnished or approved by Polyglass;
- 4) Owner or lessee fails to comply with Polyglass Roof Maintenance Warranty Guidelines. Polyglass Roof Maintenance Warranty Guidelines is available at: www.polyglass.us Owner or lessee fails to use reasonable care in maintaining and repairing the steep sloped roofing cover/system installed to it;
- 5) Damage by structural fatigue, including and without limitation; settling or shifting of the structure, movement, cracking, and/or deflection of the roof deck, roof substrate, roof insulation, building design or construction, inadequate ventilation;
- 6) Damage by any chemical condition, traffic or storage of materials or infiltration of condensation or moisture in, through or around the walls, coping, building structure of the underlying or surrounding areas;
- 7) Alterations or repairs made on or through the roof or objects (including and without limitation; equipment, structures, fixtures, or utilities) are placed on the roof without prior written authorization of Polyglass;
- 8) Metal work or other materials not furnished by Polyglass and used in the roofing system resulting in leaks;
- 9) Poor workmanship in the original application of materials as determined by Polyglass' sole judgment;
- 10) Failure to strictly comply with Polyglass' latest instructions and recommendations as to product installation;
- 11) Damage resulting from lack of positive, proper or adequate drainage;
- 12) Failure to comply with any and all Terms and Conditions of this warranty;
- 13) Damage or injury arising in any way from an actual or alleged discharge or release of any pollutant or waste, environmental or airborne contaminants;
- 14) Damage or injury arising in any way from testing/sampling of underlayment, design and consulting errors or omissions.
- 15) Failure to register this warranty within 90 days of purchase to Polyglass.

In addition to items 1-15 above, owner agrees by registration of this warranty that Polyglass shall have no responsibility whatsoever for bodily injury to any person or damage to the structure or its contents directly or indirectly arising out of any defects in its roof membrane or any other consequential or incidental damages or attorney's fees. Polyglass' sole responsibility is the repair or replacement of defective membrane that is directly related to leakage. This warranty does not include the cost of removal of existing materials, or the cost of labor to repair or replace the defective membrane and/or overburden, other roofing covering/system installed to the Polyglass membrane.

Claim Procedure:

Polyglass shall have no obligation under this warranty unless Owner shall have promptly notified Polyglass in writing along with attached Proof of Purchase to Polyglass by Registered or Certified Mail. Direct all claims to Polyglass, U.S.A., Inc. 1111 W. Newport Center Drive, Deerfield Beach, Florida 33442, ATTN: Warranty Department. Any claim shall provide a copy of warranty and detailed information of the leakage and alleged defect. Polyglass must receive such notice within ten (10) days after discovery of the claimed defect. Failure to notify will result in voiding of this warranty. Polyglass reserves the right to request retained samples from the roof to be provided at Owner's expense and submitted to Polyglass for analysis in lieu of any site review of in-service materials.

Owner shall provide Polyglass, and its agents and employees, free, safe and reasonable access to the roof during regular business hours during the term of the warranty. Owner shall be responsible for all costs related to safe and reasonable access to investigate claim. Failure to comply will result in voiding of this warranty.

Polyglass' good-faith determination of the source of leakage, damage, or alleged defect to the roof shall be exclusive and binding to owner. Polyglass' failure at any time to enforce any of the terms and conditions of this warranty shall not be construed as a waiver of such provisions. Polyglass reserves the right to discontinue or modify any of its products and shall not be liable to Owner as a result of any such discontinuance or modification.

This constitutes your entire express warranty for the products or system of products purchased. To the extent permitted by law, all other warranties, whether express or implied, including, but not limited to the implied warranties of **MERCHANTABILITY** and **FITNESS FOR A PARTICULAR PURPOSE** are EXCLUDED. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS WARRANTY. POLYGLASS WILL NOT PAY OR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR BUSINESS INTERRUPTION LOSS. YET, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. No implied warranty can be modified by any course of dealing, course of performance or usage of trade. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. NO REPRESENTATION, PROMISE, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF POLYGLASS WILL BE ENFORCEABLE AGAINST POLYGLASS UNLESS IT IS SPECIFICALLY INCLUDED IN THIS WARRANTY. POLYGLASS' AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS WARRANTY. ALL RIGHTS AND DUTIES ARISING UNDER THIS WARRANTY SHALL BE GOVERNED BY FLORIDA LAW.

Warranty presented and determined as incomplete or inaccurate shall be considered null and void. By including the signature below, I confirm that I have read and acknowledge the above Terms and Conditions of this warranty.

Owner's Signature _____

Date _____

Due to document size, print and submit on legal 8.5" x 14" legal paper or as 2 pages

April 2014 LIdPS10Wty



*American
Contracting U.S.A., Inc.*

1606 S. Reynolds • Rio Hondo, TX 78583

Tel: (956) 748-4030

Fax (956) 748-2891

Email: acusainc@aol.com

CONTRACTOR'S ASBESTOS FREE AFFIDAVIT

I, certify that I am familiar with the materials used in the construction of, and incorporated into the construction described below. I further certify that to the best of my knowledge and belief no asbestos containing materials, either friable or otherwise were used in the process of construction or incorporated into the construction.

PROJECT NAME: City of Weslaco Public Library Roofing Repairs Re-Bid

The undersigned, being duly sworn upon his/her oath deposes and says that he/she is the person making the foregoing statements and that they are made in good faith and are true in every respect.

AMERICAN CONTRACTING U.S.A., INC.

CONTRACTOR'S SIGNATURE

CONTRACTOR'S PRINTED NAME/TITLE: Leticia Barcenas, President

STATE OF TEXAS

COUNTY OF CAMERON

I, **IMELDA G. FLORES**, a Notary Public in and for said County, in the State aforesaid, DO THEREBY CERTIFY THAT **LETICIA BARCENAS**, personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS

DATE OF Dec. 12, 2017

NOTARY PUBLIC:

MY COMMISSION EXPIRES: APRIL 19, 2021



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project City of Weslaco Public Library Roofing Repairs Re-Bid

Job No. _____

On receipt by the signer of this document of a check from City of Weslaco (maker of check) in the sum of \$ 31,388.06 payable to American Contracting USA, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of City of Weslaco (owner) located at Weslaco, Texas (location) to the following extent: Weslaco Public Library Roofing Repairs (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to American Contracting USA, Inc. (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date December 12, 2017

American Contracting USA, Inc. (Company name)

By Leticia Barcenas (Signature)

President (Title)

STATE OF TEXAS §
 §
COUNTY OF Cameron §

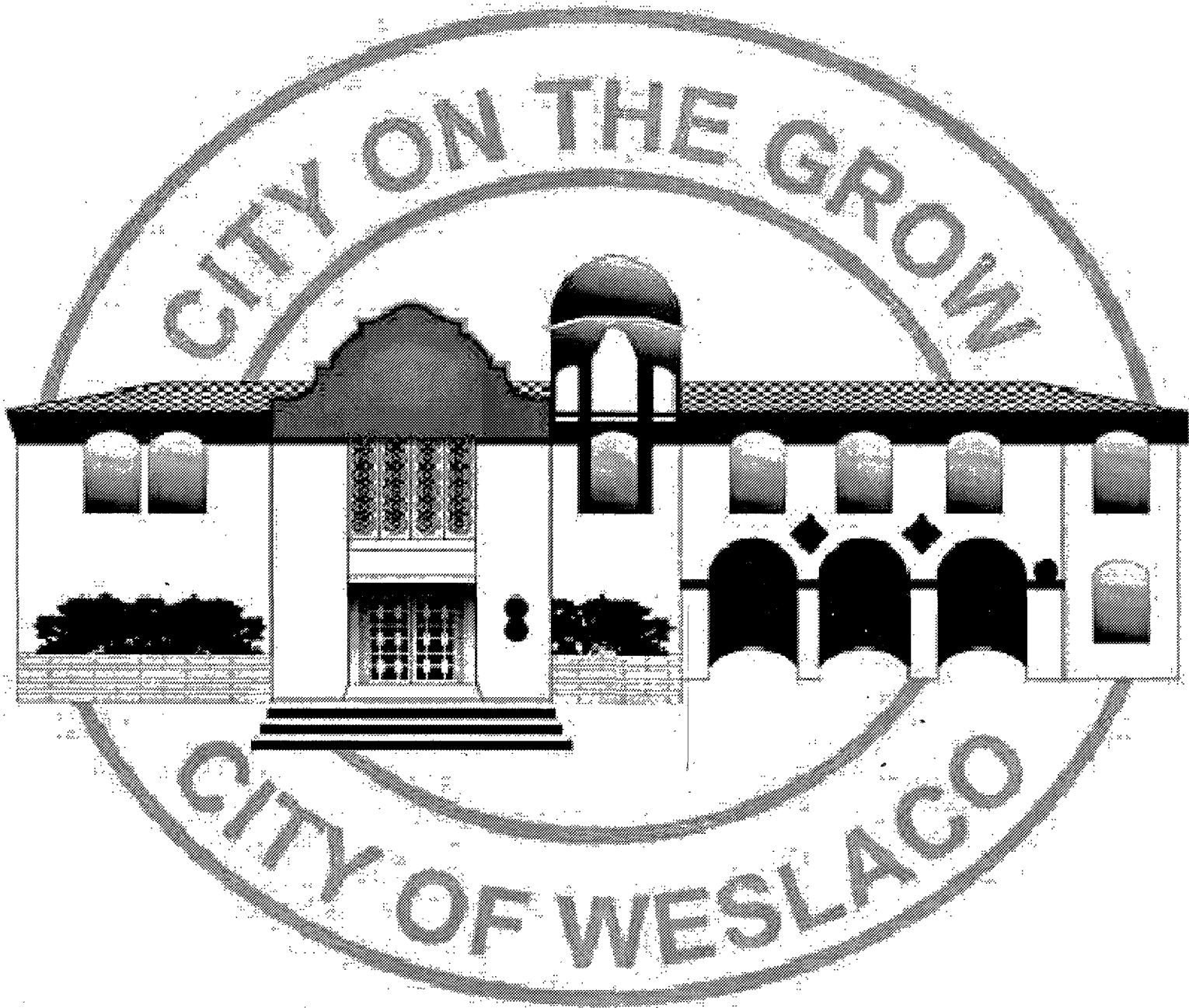
This instrument was acknowledged before me on this 12th day of December, 2017, by Leticia Barcenas (name), President (job title) of American Contracting USA, Inc. (company name).



Melinda B. Flores
NOTARY PUBLIC, STATE OF TEXAS

CITY OF WESLACO PUBLIC LIBRARY

ROOFING REPAIRS RE-BID



CITY COMMISIONERS

DAVID SUAREZ
GERARDO "JERRY" TAFOLLA
LEO MUNOZ
GREG KERR
OLGA M. NORIEGA
LETTY LOPEZ
JOSH PEDRAZA

MAYOR
MAYOR PRO-TEAM
COMMISSIONER
COMMISSIONER
COMMISSIONER
COMMISSIONER
COMMISSIONER

rike • ogden • figueroa • allex architects inc.
ARMKO INDUSTRIES, INC.....ROOFING CONSULTANT

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R1.02 ALTERNATES #1 & #4 PLAN & SECTION
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R2.02 BASE BID ROOFING DETAILS
R2.03 ALTERNATE #1 ROOFING DETAILS
R2.04 ALTERNATE #2 ROOFING DETAILS

rofa architects

Rike • Ogden • Figueroa • Allex

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McAllen, Texas 78501
V. 956.686.7771
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www.rofainc.com

McAllen Harlingen

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CONSULTANTS:

REGISTERED ARCHITECT

STATE OF TEXAS

03.21.2017

As-Built Drawings

NO. | DATE | DESCRIPTION

CITY OF WESLACO
WESLACO PUBLIC LIBRARY
ROOFING REPAIR RE-BID
525 S. KANSAS AVE
WESLACO, TEXAS

PROJECT NO: 201624A
DATE: .
STARTING DATE: STARTING/DATE
CK BY: HR DWN BY: MP
COVER SHEET / INDEX OF DRAWINGS

VICINITY MAP
WESLACO PUBLIC LIBRARY

WESLACO, TEXAS

CS-1

SPECIFIC GENERAL ROOF NOTES

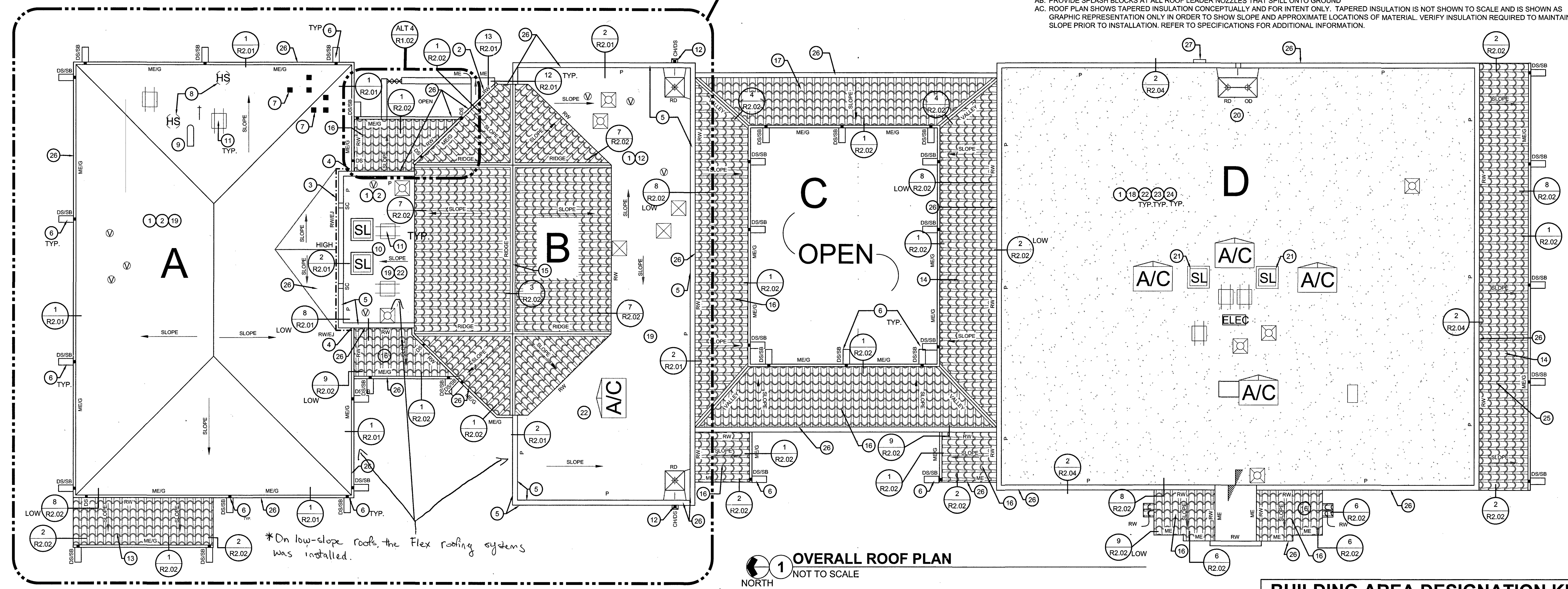
- PROVIDE NEW PIPE SUPPORTS FOR EXISTING PIPING AS SPEC. (APPLICABLE TO ALL LOW SLOPE ROOF AREAS IN BASE BID AND ALTERNATES #1, #2 & #3).
- PROVIDE TAPERED INSULATION AS SPECIFIED TO PROVIDE POSITIVE DRAINAGE TOWARDS GUTTERS, SCUPPERS AND/OR ROOF DRAINS.
- PROVIDE ROOF TO RISE WALL EXPANSION JOINT FLASHING AS DETAILED.
- PROVIDE SHEET METAL END CLOSURE WHERE EXPANSION JOINT, AND/OR BASE FLASHINGS, METAL FLASHINGS, ETC. TERMINATE AT THE EDGE OF ROOF. TYPICAL AT ALL LOCATIONS.
- REMOVE NEW SHEET METAL COPING CAP AND NEW WOOD NAILERS AS SPECIFIED.
- PROVIDE CONCRETE SPLASH BLOCK AS DETAILED AND SPEC.
- REMOVE EXISTING PITCH PANS AND THREADED STEEL RODS. PATCH METAL DECK TO MATCH EXISTING AND PROVIDE INFILL MATERIAL TO REPAIR LWC DECK PRIOR TO INSTALLING NEW ROOFING SYSTEM.
- REMOVE EXISTING HOT STACK VENTS. PATCH METAL DECK TO MATCH EXISTING AND PROVIDE INFILL MATERIAL TO REPAIR LWC DECK PRIOR TO INSTALLING NEW ROOFING SYSTEM.
- REMOVE AND REPLACE EXISTING SHEETMETAL GOOSE NECK VENT WITH NEW CURB MOUNTED GOOSE NECK VENT. NEW VENT SHALL BE 22 GA. GALVANIZED SHEET METAL AND MATCH EXISTING IN SIZE AND PROFILE CONFIGURATION. CONTRACTOR SHALL PROVIDE NEW CURB, AND SHALL BE PROPERLY SECURED TO DECK AND PROVIDE FOR A CURB BASE FLASHING HEIGHT OF 8" ABOVE THE FINISHED ROOF SURFACE AND BE PROPERLY FLASHED TO THE NEW ROOFING SYSTEM.
- REMOVE AND REPLACE EXISTING SKYLIGHT LENS AND REPLACE WITH NEW DOUBLE LENS TO MATCH EXISTING CURB. RAISE EXISTING SKYLIGHT CURBS AS NECESSARY TO PROVIDE A MINIMUM OF 8" BASE FLASHING HEIGHT ABOVE THE NEW FINISHED ROOF SURFACE. CONTRACTOR SHALL PROVIDE SKYLIGHT FALL PROTECTION SCREENS AT EACH SKYLIGHT. SCREENS SHALL BE NON-PENETRATING WITH ALUMINUM RAILS. SCREEN MATERIAL SHALL BE .250 DIAMETER 304 STAINLESS STEEL IN A 4" X 4" GRID AND SHALL COMPLY WITH OSHA GENERAL INDUSTRY STANDARD 29 CFR 1920.23 (b)(4) AND 29 CFR 1920.23 (b)(8).
- PROVIDE NEW 4" X 4" TREATED WOOD SLEEPERS FOR CONDENSING UNITS. SET SLEEPERS PARALLEL TO ROOF SLOPE.
- REMOVE AND REPLACE EXISTING SHEET METAL COLLECTOR HEAD AND DOWNSPOUT WITH NEW AS SPECIFIED.
- TEAR OFF THE EXISTING TILE ROOFING, BATTENS AND UNDERLAYMENT DOWN TO THE EXISTING 2X TONGUE AND GROOVE WOOD DECK. REMOVE AND REPLACE ROTTED, DAMAGED, AND/OR UNSUITABLE WOOD DECKING, NAILERS, SUB-FASCIA, AND/OR FASCIA AS NECESSARY AND IN ACCORDANCE TO TILE ROOFING INSTITUTE AND NRCA STANDARDS TO MATCH EXISTING MATERIALS AND CONSTRUCTION ACCORDING TO UNIT PRICING SET FORTH ON BID FORM. PROVIDE NEW UNDERLAYMENT, 1 X 4 TREATED BATTENS AND CONCRETE TILE TO INCLUDE ALL TERMINATIONS, FLASHINGS, ACCESSORIES, AND ETC. FOR A COMPLETE AND WARRANTABLE INSTALLATION.
- TEAR OFF EXISTING TILE ROOFING, BATTENS, AND UNDERLAYMENT DOWN TO EXISTING INSULATION SUBSTRATE. EXISTING INSULATION AND VERTICAL BATTENS BETWEEN THE EXISTING INSULATION TO REMAIN. PROVIDE NEW UNDERLAYMENT, 1 X 4 TREATED BATTENS AND CONCRETE TILE AS SPECIFIED TO INCLUDE ALL ASSOCIATED FLASHINGS, TERMINATIONS, ACCESSORIES, AND ETC. FOR A COMPLETE AND WARRANTABLE INSTALLATION.
- TEAR OFF EXISTING TILE ROOFING, BATTENS, UNDERLAYMENT AND INSULATION DOWN TO EXISTING METAL DECK. PROVIDE TWO (2) LAYERS OF NEW THERMAL POLYISOCYANURATE RIGID BOARD INSULATION, MEETING A MINIMUM OF LTTR-VALUE OF R-25. PROVIDE 3/4" EXTERIOR GRADE PLYWOOD SHEATHING OVER THE THERMAL INSULATION AND MECHANICALLY FASTEN THRU THE INSULATION AND INTO THE METAL DECK PROVIDE NEW UNDERLAYMENT 1X4 TREATED BATTEN AND CONCRETE TILE AS SPECIFIED TO INCLUDE ALL PERIMETER, HIP AND RIDGE WOOD NAILERS, ASSOCIATED FLASHING, TERMINATIONS ACCESSORIES, AND ETC. FOR A COMPLETE AND WARRANTABLE INSTALLATION.
- TEAR OFF EXISTING TILE ROOFING, BATTENS, 2X COUNTER BATTENS AND UNDERLAYMENT DOWN TO EXISTING CEMENTITIOUS FIBER DECK SUBSTRATE. CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS AND UTILIZE TOOLS AND METHODS SO AS NOT TO DAMAGE EXISTING CEMENTITIOUS FIBER DECK WHEN REMOVING TILE, BATTENS AND COUNTER BATTENS. ROTTED OR DAMAGED DECK SHALL BE REPLACED ACCORDING TO UNIT PRICING SET FORTH ON BID FORM. PROVIDE NEW UNDERLAYMENT, 2X COUNTER BATTENS SPACED AT 2'-0" O.C. SECURED WITH SPECIFIED FASTENER SPACED AT 16" O.C. PRE-DRILLING THROUGH WOOD COUNTER BATTEN. PROVIDE NEW 1 X 4 TREATED BATTENS, AND TILE ROOFING AS SPECIFIED TO INCLUDE ALL ASSOCIATED FLASHINGS, TERMINATIONS, NAILERS AND ACCESSORIES, ETC. FOR A COMPLETE AND WARRANTABLE INSTALLATION.

- TEAR OFF EXISTING TILE ROOFING, METAL HAT CHANNEL BATTENS, AND UNDERLAYMENT DOWN TO EXISTING CEMENTITIOUS DECK SUBSTRATE. CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS AND UTILIZE TOOLS AND METHODS SO AS NOT TO DAMAGE EXISTING CEMENTITIOUS FIBER DECK WHEN REMOVING TILE, METAL BATTENS AND UNDERLAYMENT. IT IS RECOMMENDED THAT THE EXISTING METAL BATTEN FASTENERS BE CUT WITH AN APPROPRIATE TOOL PRIOR TO REMOVING THE METAL BATTENS TO FACILITATE THIS PROCESS. ROTTED OR DAMAGED DECK SHALL BE REPLACED ACCORDING TO UNIT PRICING SET FORTH ON BID FORM. PROVIDE NEW UNDERLAYMENT, 2X COUNTER BATTENS SPACED AT 2'-0" O.C. SECURED WITH SPECIFIED FASTENER SPACED AT 16" O.C. PRE-DRILLING THROUGH WOOD COUNTER BATTEN. PROVIDE NEW 1 X 4 TREATED BATTENS AND TILE ROOFING AS SPECIFIED TO INCLUDE ALL ASSOCIATED FLASHINGS, TERMINATIONS, ACCESSORIES, ETC. FOR A COMPLETE AND WARRANTABLE INSTALLATION.
- PROVIDE NEW SBS ROOF COATING AS SPECIFIED OVER EXISTING MODIFIED BITUMEN ROOFING SYSTEM, (APPLICABLE TO ALTERNATE #2 IF ACCEPTED)
- PROVIDE NEW THERMOPLASTIC ROOFING SYSTEM AS SPECIFIED, (APPLICABLE TO BASE BID AND ALTERNATE #1)
- AT EXISTING ROOF DRAIN SUM AREA; CUT OUT AND REMOVE THE EXISTING SBS MEMBRANE, BASE SHEET AND ROOF DRAIN LEAD(S). REMOVE ANY WET INSULATION MATERIALS AND REPLACE WITH NEW TO MATCH. PROVIDE NEW 4LB SHEET LEAD, SBS MODIFIED BITUMEN 85 MIL (MIN.) SMOOTH SURFACED BASE SHEET; (GAF RUBBEROID 20 SMOOTH OR APPROVED EQUAL), AND SBS MODIFIED BITUMEN 140 MIL (MIN.) GRANULATED CAP SHEET; (GAF RUBBEROID 30 FR OR APPROVED EQUAL), SHEET METAL RECEIVER FLASHING, COUNTER FLASHINGS AND TERMINATION BAR. PRIOR TO APPLICATION OF THE NEW SBS COATING SYSTEM, ADHERE TO COATING MANUFACTURER'S REQUIREMENTS AND RECOMMENDED PROCEDURES IN PREPARATION OF NEW COATING INSTALLATION, (APPLICABLE TO AREA D IF ALTERNATE #2 OR #3 ARE ACCEPTED)
- PROVIDE NEW MODIFIED BITUMEN ROOFING BASE FLASHINGS AT EXISTING SKYLIGHTS CURBS TO INCLUDE NEW CANT STRIP, SBS MODIFIED BITUMEN 85 MIL (MIN.) SMOOTH SURFACED BASE SHEET; (GAF RUBBEROID 20 SMOOTH OR APPROVED EQUAL), AND SBS MODIFIED BITUMEN 140 MIL (MIN.) GRANULATED CAP SHEET; (GAF RUBBEROID 30 FR OR APPROVED EQUAL), SHEET METAL RECEIVER FLASHING, COUNTER FLASHINGS AND TERMINATION BAR. PRIOR TO APPLICATION OF THE NEW SBS COATING SYSTEM, ADHERE TO COATING MANUFACTURER'S REQUIREMENTS AND RECOMMENDED PROCEDURES IN PREPARATION OF NEW COATING, (APPLICABLE TO AREA D IF ALTERNATE #2 OR #3 ARE ACCEPTED.)
- PROVIDE NEW UNISTRUT MOUNTING FRAMES FOR ALL EXISTING ELECTRICAL DISCONNECTS. UNISTRUT FRAME MEMBERS SHALL BE WELDED. SUPPORT RAILS SHALL BE SECURED TO NEW 4" X 4" TREATED WOOD SLEEPERS SET ON SUPPORT PADS ON TOP OF FINISHED ROOF COATING. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DISCONNECT, RECONNECT AND ANY NECESSARY EXTENSION OF ELECTRICAL LINES ABOVE THE RELOCATION OF THE EXISTING DISCONNECTS TO THE NEW UNISTRUT MOUNTING FRAMES. FRAMES SHALL BE FABRICATED TO APPROPRIATE SIZE FOR EACH LOCATION AND NUMBER OF DISCONNECTS. ALL MEP WORK SHALL BE PERFORMED IN ACCORDANCE TO CURRENT CODES. REFER TO DETAIL 4/R2.04 (APPLICABLE TO AREAS A, B & D FOR BASE BID AND ACCEPTED ALTERNATES #1, #2 OR #3 WHICH EVER ARE ACCEPTED).
- AT ROOF AREA D, ALL EXISTING PITCH PANS SHALL HAVE THE EXISTING PITCH PAN SEALANTS REMOVED AND REPLACED WITH NEW ONE PART URETHANE POURABLE SEALANT. ALL PITCH PANS SHALL HAVE NEW SHEET METAL HOODS/COVERS OR CAPS. THIS SHALL ALSO INCLUDE PIPE BOX INSTALLATIONS, (APPLICABLE TO ALTERNATE #2 & #3).
- ALL EXISTING HVAC CONDENSATE LINES SHALL BE MODIFIED TO EXTEND TO DRAINS. LINES SHALL BE PROPERLY FITTED WITH A P-TRAP AND VENT. PROVIDE POSITIVE SLOPE AND SPECIFIED PIPE SUPPORTS, (APPLICABLE TO ALTERNATE #2 & #3)
- REATTACH EXISTING EXTERIOR LIGHT FIXTURE TO EXTERIOR WALL. SEAL FASTENER PENETRATIONS, (APPLICABLE TO ALTERNATE #2, #3 & #5.)
- PROVIDE NEW ELASTOMERIC WALL COATING AND JOINT SEALANTS AS SPECIFIED.
- AT ALL EXISTING EXTERIOR WALL STUCCO FINISHED SURFACES THROUGHOUT THE FACILITY FULL HEIGHT CONTRACTOR TO VERIFY ALL LOCATIONS AND QUANTITIES ALL LOCATIONS MAY OR MAY NOT BE KEYED TO PLAN, (APPLICABLE TO ALTERNATE #5)
- EXISTING ROOF LADDER TO REMAIN.

REFER TO 3/R1.02 FOR ALTERNATE 1

GENERAL ROOF NOTES

- PROVIDE ALL REQUIRED UTILITY / STRUCTURAL COMPONENTS AND/OR CONNECTIONS FOR THE FUNCTIONAL USE OF ALL CONTRACTOR SUPPLIED EQUIPMENT OR APPLIANCES, REGARDLESS OF ANY OMISSIONS OR INCONSISTENCIES ENCOUNTERED IN THE CONSTRUCTION DOCUMENTS.
- THE WORD "PROVIDE" SHALL MEAN FURNISH AND INSTALL COMPLETE AND READY TO USE.
- IF DISCREPANCIES APPEAR BETWEEN THE DRAWINGS AND THE SPECIFICATIONS, THE HIGHER QUALITY, QUANTITY, AND PRICE SHALL SUPERSEDE.
- THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL BECOME FAMILIAR WITH THE PROJECT AND THE ON-SITE / OFF-SITE CONDITIONS PRIOR TO BIDDING OR COMMENCING WORK.
- PROVIDE METAL END CLOSURE ON EXPANSION JOINTS WHERE THEY OCCUR AT THE EDGE OF THE ROOF.
- ROOF SLOPES SHOWN ON DRAWING ARE GENERAL AND CONCEPTUAL ONLY. PROVIDE POSITIVE DRAINAGE TO ALL ROOF DRAINS. VERIFY TAPER IN SHOP DRAWINGS. REFER TO STRUCTURAL DOCUMENTS FOR EXACT TOS/BSR ELEVATIONS.
- PROVIDE TAPERED INSULATION CRICKETS (1/2" TYP. MIN. SLOPE) AT HIGH SIDE OF ALL MECHANICAL UNITS SMOKE VENTS, ROOF HATCHES & OTHER MISC. ROOF PENETRATIONS, TO SHED WATER AROUND & TO ENSURE POSITIVE ROOF DRAINAGE.
- PROVIDE ADDITIONAL FULLY ADHERED MEMBRANES AS PROTECTION AT "SERVICE SIDE" OF ALL MECH. EQUIPMENT, AT "ACCESS SIDE" OF ALL ROOF HATCHES AND ROOF ACCESS LADDERS - FIELD VERIFY LOCATIONS.
- ALL WOOD BLOCKING AT ROOF EDGES ARE TO BE FABRICATED FROM CONT. 2X6 FR-WD BOARDS. PROVIDE LARGER 2X FR-WD AS REQUIRED PER DIMENSIONED DETAILED OR AS FIELD CONDITIONS DICTATE. ALL COPING TO BE SLOPED TOWARD THE INTERIOR.
- ALL EXPOSED FLASHING, COPING (IF APPLICABLE) AND THEIR ACCESSORIES SHALL BE AS SPECIFIED. PAINT ALL METAL FLASHING THAT IS NOT PREFINISHED (TYP) AND VISIBLE FROM THE GROUND.
- HEIGHT OF ALL NAILERS SHALL BE FLUSH WITH NEW INSULATION THICKNESS
- ALL THROUGH WALL FLASHING SYSTEMS TO ACCOMMODATE 8" MINIMUM FLASHING HEIGHT FROM FINISHED ROOF SURFACE. PROVIDE END DAMS AS CONDITIONS ALLOW. ALL FLASHING TO HAVE 4" LAP MINIMUM AND OR STEP.
- ALL PITCH PANS SHALL BE DOUBLE SOLDERED CLAD METAL AND RECEIVE EITHER MECHANICALLY ATTACHED GOOSENECK OR METAL BONNETS. METAL BONNETS SHALL BE SECURED WITH CLAMPING RING AND SEALANT. SPECIAL CARE GIVEN TO WASH ALL METAL PRIOR TO INSTALLATION.
- ANY COUNTER FLASHING IN RISE WALLS ABOVE COUNTER FLASHING SHALL BE REPAIRED WITH COMPATIBLE SEALANT.
- ALL VERTICAL MEMBRANE FLASHING SHALL BE MECHANICALLY FASTENED AND INSTALLED WITH NEW METAL COUNTER FLASHING UTILIZING A CONTINUOUS CLIP. SLIDE METAL COVER PLATE DOWN OVER VERTICAL CLIP AND SEAL.
- PROVIDE NEW CONCRETE SPLASH BLOCKS ON ROOF ELEVATION SUPPORTED BY A WALK PAD WHERE DOWNSPOUTS OCCUR.
- ALL PIPE AND CONDUIT SHALL RECEIVE PIPE SUPPORTS AND RELATED SHIMS, AND SHALL BE PLACED ON AN ADDITIONAL FULLY ADHERED ROOF MEMBRANE UNDER SPECIFIED WALK PAD PRIOR TO SURFACE APPLICATION. SUPPORTS TO OCCUR AT 10'-0" O.C. AND WITHIN 2'-0" OF ALL SLOPES, TEES AND CORNERS. ALL PIPE TO BE PAINTED PER BUILDING CODE REQUIREMENTS
- ALL METAL FLASHING SHALL EXTEND BEYOND ROOF EDGE MIN. 8" WHERE FLASHING ABUTS VERTICAL WALL SURFACE AS DETAILED. ALL FLASHING SHALL BE INSTALLED IN SHINGLE FASHION.
- AT ALL LOCATIONS WHERE CONVERGENCE OF MULTIPLE PLANE OF ROOFING TO WALL OCCURS, FIELD FABRICATE THERMOPLASTIC BOOT TO BE INSTALLED OVER NEW ROOFING, COMPLETELY OVERLAYING THE TRANSITIONS OF ALL ROOF TO WALL, ELEVATIONS, INSIDE / OUTSIDE 90'S ETC. PRIOR TO METAL INSTALLATION.
- ALL EQUIPMENT CURBS TO BE RAISED AS NECESSARY TO MAINTAIN 10" MINIMUM HEIGHT ABOVE FINISHED ROOF SURFACE.
- MECHANICAL, ELECTRICAL, AND PLUMBING ROOF EQUIPMENT SHOWN ON THIS PLAN IS FOR GENERAL ARCHITECTURAL INFORMATION FIELD VERIFY EQUIPMENT NOT SHOWN, AND FOR ADDITIONAL REQUIREMENTS AND COORDINATION.
- FLASHING AND STRIPPING MATERIALS, BASE PLY SHEETS, MEMBRANES, INSULATION, AND ACCESSORIES SHOULD BE RECOMMENDED BY THE ROOFING SYSTEM MANUFACTURER FOR INTENDED USE AND COMPATIBILITY WITH THE MEMBRANE ROOFING SYSTEM.
- WHERE WOOD BLOCKING EXCEEDS 6" IN VERTICAL THICKNESS AT TAPERED INSULATION, PROVIDE STEM WALL CONSTRUCTED OF 6" GALVANIZED COLD FORMED METAL FRAMING AT 16" O.C. WITH CON. TRACK AT TOP AND BOTTOM AND WITH 3/4" FR-EXT GRADE PLYWOOD AT EACH SIDE, TOP TO SLOPE WITH TAPERED INSULATION.
- ALL VERTICAL MEMBRANE FLASHING SHALL BE MECHANICALLY FASTENED AND INSTALLED WITH NEW METAL COUNTER FLASHING UTILIZING A CONTINUOUS CLIP. SLIDE METAL COVER PLATE DOWN OVER VERTICAL CLIP AND SEAL.
- GUTTERS SHALL BE PREFINISHED GALVANIZED STEEL, SIZE PER ROOF PLAN, UNO. PROVIDE PREFINISHED 1/4"x1 1/2" GALVANIZED STEEL BENT PLATE BRACKETS AND PREFINISHED 1" GALVANIZED STEEL SPACERS AT 36" O.C. MAX, STAGGER WITH EACH OTHER AT 18" O.C.
- PROVIDE PREFINISHED GUTTER EJS 30"-0" O.C. MAX.
- DOWNPOUTS SHALL BE 48" PLAN. PROVIDE PREFINISHED 2" GALVANIZED STEEL HANGERS AT 36" O.C. PROVIDE VANDAL PROOF STAINLESS STEEL STRAINERS AT EACH OUTLET. COORDINATE LOCATION WITH ARCHITECT PRIOR TO INSTALLATION.
- PROVIDE SPLASH BLOCKS AT ALL ROOF LEADER NOZZLES THAT SPILL ONTO GROUND
- ROOF PLAN SHOWS TAPERED INSULATION CONCEPTUALLY AND FOR INTENT ONLY. TAPERED INSULATION IS NOT SHOWN TO SCALE AND IS SHOWN AS GRAPHIC REPRESENTATION ONLY IN ORDER TO SHOW SLOPE AND APPROXIMATE LOCATIONS OF MATERIAL. VERIFY INSULATION REQUIRED TO MAINTAIN SLOPE PRIOR TO INSTALLATION. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.



OVERALL ROOF PLAN
NOT TO SCALE

*Counterbattens at concrete tile roof areas were stripped in with an additional layer of roofing underlayment as a voluntary enhancement to roof.
*Metal edge gutter detail was modified onsite to accommodate existing conditions.

BUILDING AREA DESIGNATION KEY

- A - OLD LIBRARY BUILDING
- B - THEATER BUILDING
- C - COURTYARD AREA
- D - MAIN LIBRARY AREA

ROOF LEGEND

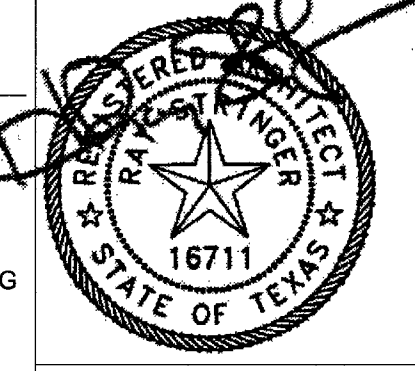
- LOW SLOPE ROOF SYSTEM AS SPECIFIED (BASE BID)
- SPANISH TILE ROOF SYSTEM AS SPECIFIED (BASE BID)
- EXISTING MODIFIED BITUMEN ROOF (REFER TO ALTERNATES #2 & #3)

- CHANGE IN ELEVATION
- ANTENNA
- SOIL/PLUMBING VENT
- FLANGE MOUNTED EQUIPMENT
- HOT STACK
- CURB MOUNTED VENT
- A/C UNIT
- CURB MOUNTED EQUIPMENT
- MISCELLANEOUS EQUIPMENT ON PP
- PRIMARY ROOF DRAIN
- OVERFLOW ROOF DRAIN
- PRIMARY AND OVERFLOW ROOF DRAIN
- DOWNSPOUT/ SPLASHBLOCK
- DOWNSPOUT/ COLLECTOR HEAD
- EXPANSION JOINT
- ME/G
- ME
- RW
- RME
- RW/EJ
- SECURITY CAMERA
- PITCH PAN
- PROCESS VENT STACK
- VENT STACK
- FLANGE MOUNTED VENT
- PLENUM A/C ON PITCH PANS
- MISCELLANEOUS EQUIPMENT
- ROOF HATCH
- THROUGH WALL SCUPPER
- OVERFLOW SCUPPER
- EDGE SCUPPER
- DOWNSPOUT
- ROOF ACCESS LADDER
- PARAPET
- EXPANSION JOINT AT PARAPET
- SLOPE DIRECTION
- SKYLIGHT



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CITY OF WESLACO
WESLACO PUBLIC LIBRARY
ROOFING REPAIR REBID
525 S. KANSAS AVE
WESLACO, TEXAS

PROJECT NO: 201624A
DATE: 03/16/17
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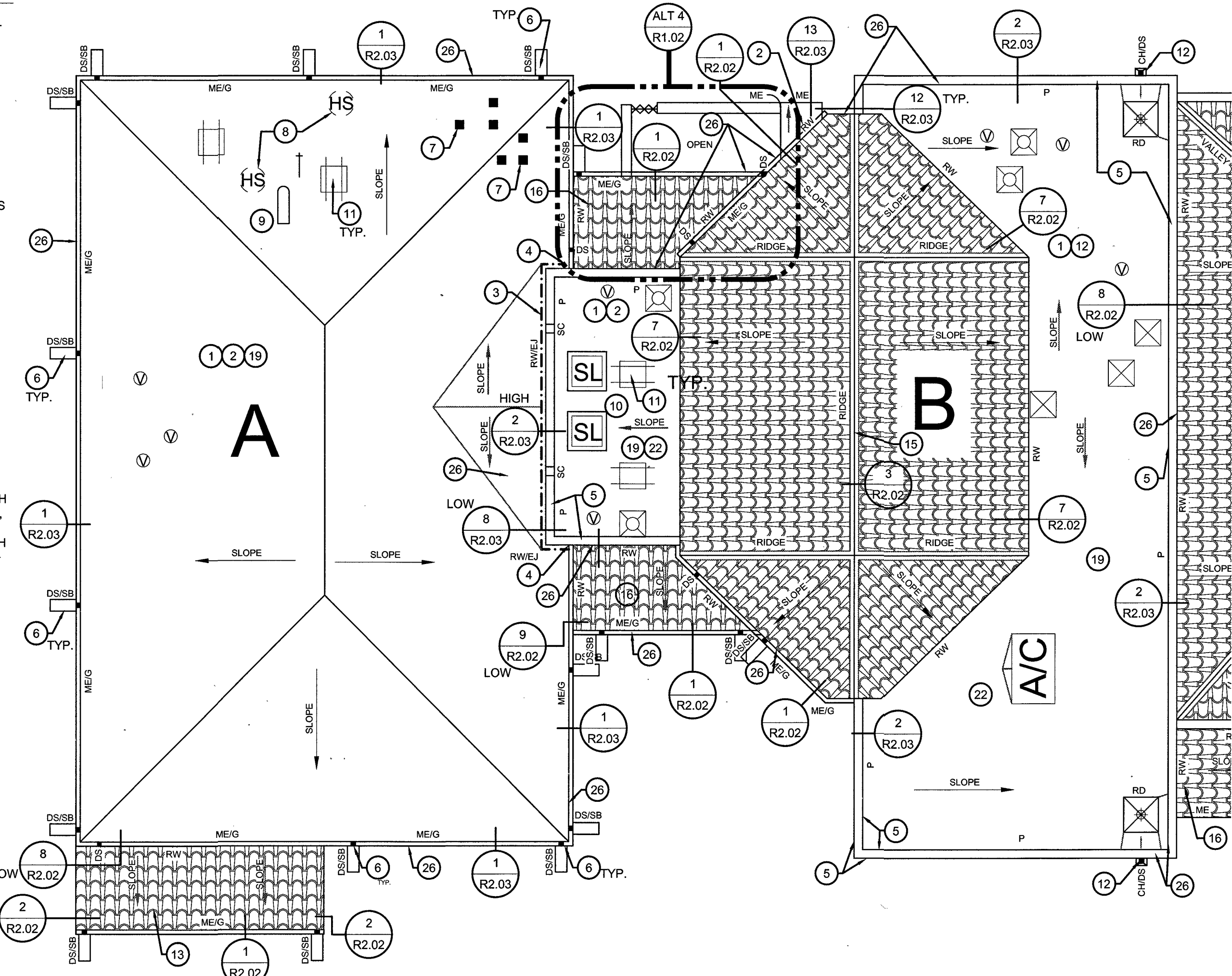
ROOF PLAN

R1.01

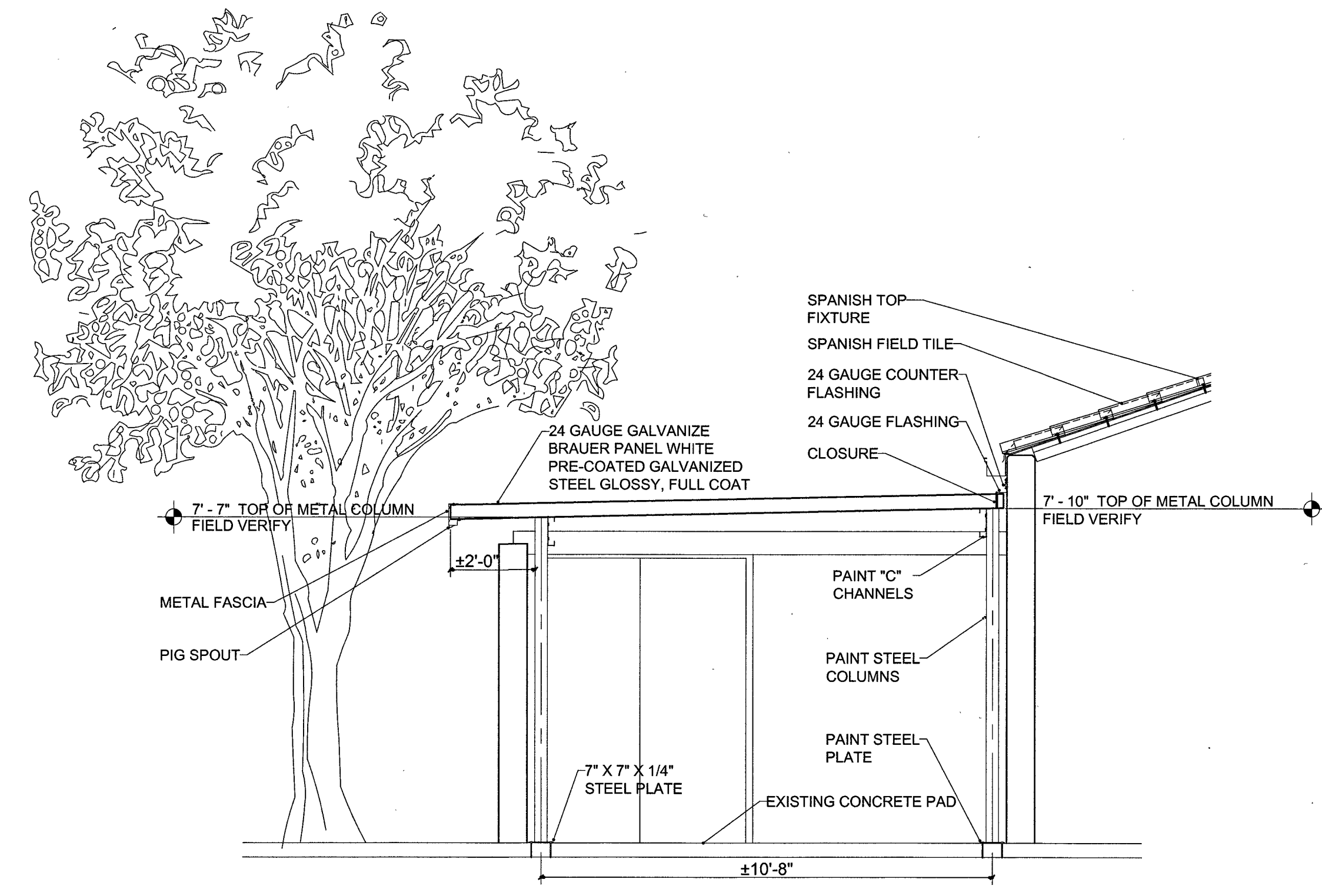
SPECIFIC GENERAL ROOF NOTES

- PROVIDE NEW PIPE SUPPORTS FOR EXISTING PIPING AS SPEC. (APPLICABLE TO ALL LOW SLOPE ROOF AREAS IN BASE BID AND ALTERNATES #1, #2 & #3)
- PROVIDE TAPERED INSULATION AS SPECIFIED TO PROVIDE POSITIVE DRAINAGE TOWARDS GUTTERS, SCUPPERS AND/OR ROOF DRAINS.
- PROVIDE ROOF TO RISE WALL EXPANSION JOINT FLASHING AS DETAILED.
- PROVIDE SHEET METAL END CLOSURE WHERE EXPANSION JOINT, AND/OR BASE FLASHINGS, METAL FLASHINGS, ETC. TERMINATE AT THE EDGE OF ROOF. TYPICAL AT ALL LOCATIONS.
- PROVIDE NEW SHEET METAL COPING GAP AND NEW WOOD NAILERS AS SPECIFIED.
- PROVIDE CONCRETE SPLASH BLOCK AS DETAILED AND SPEC.
- REMOVE EXISTING PITCH PANS AND THREADED STEEL RODS. PATCH METAL DECK TO MATCH EXISTING AND PROVIDE INFILL MATERIAL TO REPAIR LWC DECK PRIOR TO INSTALLING NEW ROOFING SYSTEM.
- REMOVE EXISTING HOT STACK VENTS. PATCH METAL DECK TO MATCH EXISTING AND PROVIDE INFILL MATERIAL TO REPAIR LWC DECK PRIOR TO INSTALLING NEW ROOFING SYSTEM.
- REMOVE AND REPLACE EXISTING SHEETMETAL GOOSE NECK VENT WITH NEW CURB MOUNTED GOOSE NECK VENT. NEW VENT SHALL BE 22 GA. GALVANIZED SHEET METAL AND MATCH EXISTING IN SIZE AND PROFILE CONFIGURATION.
- CONTRACTOR SHALL PROVIDE NEW CURB, AND SHALL BE PROPERLY SECURED TO DECK AND PROVIDE FOR A CURB BASE FLASHING HEIGHT OF 8" ABOVE THE FINISHED ROOF SURFACE AND BE PROPERLY FLASHED TO THE NEW ROOFING SYSTEM.
- REMOVE AND REPLACE EXISTING SKYLIGHT LENS AND PROVIDE NEW DOUBLE LENS TO MATCH EXISTING CURB. RAISE EXISTING SKYLIGHT CURBS AS NECESSARY TO PROVIDE A MINIMUM OF 8" BASE FLASHING HEIGHT ABOVE THE NEW FINISHED ROOF SURFACE. CONTRACTOR SHALL PROVIDE SKYLIGHT FALL PROTECTION SCREENS AT EACH SKYLIGHT. SCREENS SHALL BE NON-PENETRATING WITH ALUMINUM RAILS. SCREEN MATERIAL SHALL BE .250 DIAMETER 304 STAINLESS STEEL IN A 4" X 4" GRID AND SHALL COMPLY WITH OSHA GENERAL INDUSTRY STANDARD 29 CFR 1920.23 (a)(4) AND 29 CFR 1920.23 (a)(8).
- PROVIDE NEW 4" X 4" TREATED WOOD SLEEPERS FOR CONDENSING UNITS. SET SLEEPERS PARALLEL TO ROOF SLOPE.
- REMOVE AND REPLACE EXISTING SHEET METAL COLLECTOR HEAD AND DOWNSPOUT WITH NEW AS SPECIFIED.
- TEAR OFF THE EXISTING TILE ROOFING, BATTENS AND UNDERLAYMENT DOWN TO THE EXISTING 2X TONGUE AND GROOVE WOOD DECK. REMOVE AND REPLACE ROTTED, DAMAGED, AND/OR UNSUITABLE WOOD DECKING, NAILERS, SUB-FASCIA, AND/OR FASCIA AS NECESSARY AND IN ACCORDANCE TO TILE ROOFING INSTITUTE AND NRCA STANDARDS TO MATCH EXISTING MATERIALS AND CONSTRUCTION ACCORDING TO UNIT PRICING SET FORTH ON BID FORM. PROVIDE NEW UNDERLAYMENT, 1 X 4 TREATED BATTENS AND CONCRETE TILE TO INCLUDE ALL TERMINATIONS, FLASHINGS, ACCESSORIES, AND ETC. FOR A COMPLETE AND WARRANTABLE INSTALLATION.
- TEAR OFF EXISTING TILE ROOFING, BATTENS, AND UNDERLAYMENT DOWN TO EXISTING INSULATION SUBSTRATE. EXISTING INSULATION AND VERTICAL BATTENS BETWEEN THE EXISTING INSULATION TO REMAIN. PROVIDE NEW UNDERLAYMENT, 1 X 4 TREATED BATTENS AND CONCRETE TILE AS SPECIFIED TO INCLUDE ALL ASSOCIATED FLASHINGS, TERMINATIONS, ACCESSORIES, AND ETC. FOR A COMPLETE AND WARRANTABLE INSTALLATION.
- TEAR OFF EXISTING TILE ROOFING, BATTENS, UNDERLAYMENT AND INSULATION DOWN TO EXISTING METAL DECK. PROVIDE TWO (2) LAYERS OF NEW THERMAL POLYISOCYANURATE RIGID BOARD INSULATION; MEETING A MINIMUM OF LTR-VALUE OF R-25. PROVIDE 3/4" EXTERIOR GRADE PLYWOOD SHEATHING OVER THE THERMAL INSULATION AND MECHANICALLY FASTEN THRU THE INSULATION AND INTO THE METAL DECK PROVIDE NEW UNDERLAYMENT 1X4 TREATED BATTEN AND CONCRETE TILE AS SPECIFIED TO INCLUDE ALL PERIMETER, HIP AND RIDGE WOOD NAILERS, ASSOCIATED FLASHING, TERMINATIONS ACCESSORIES, AND ETC. FOR A COMPLETE AND WARRANTABLE INSTALLATION.
- TEAR OFF EXISTING TILE ROOFING, BATTENS, 2X COUNTER BATTENS AND UNDERLAYMENT DOWN TO EXISTING CEMENTITIOUS FIBER DECK SUBSTRATE. CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS AND UTILIZE TOOLS AND METHODS SO AS NOT TO DAMAGE EXISTING CEMENTITIOUS FIBER DECK WHEN REMOVING TILE, BATTENS AND COUNTER BATTENS. ROTTED OR DAMAGED DECK SHALL BE REPLACED ACCORDING TO UNIT PRICING SET FORTH ON BID FORM. PROVIDE NEW UNDERLAYMENT, 2X COUNTER BATTENS SPACED AT 2'-0" O.C. SECURED WITH SPECIFIED FASTENER SPACED AT 16" O.C. PRE-DRILLING THROUGH WOOD COUNTER BATTEN. PROVIDE NEW 1 X 4 TREATED BATTENS, AND TILE ROOFING AS SPECIFIED TO INCLUDE ALL ASSOCIATED FLASHINGS, TERMINATIONS, NAILERS AND ACCESSORIES, ETC. FOR A COMPLETE AND WARRANTABLE INSTALLATION.

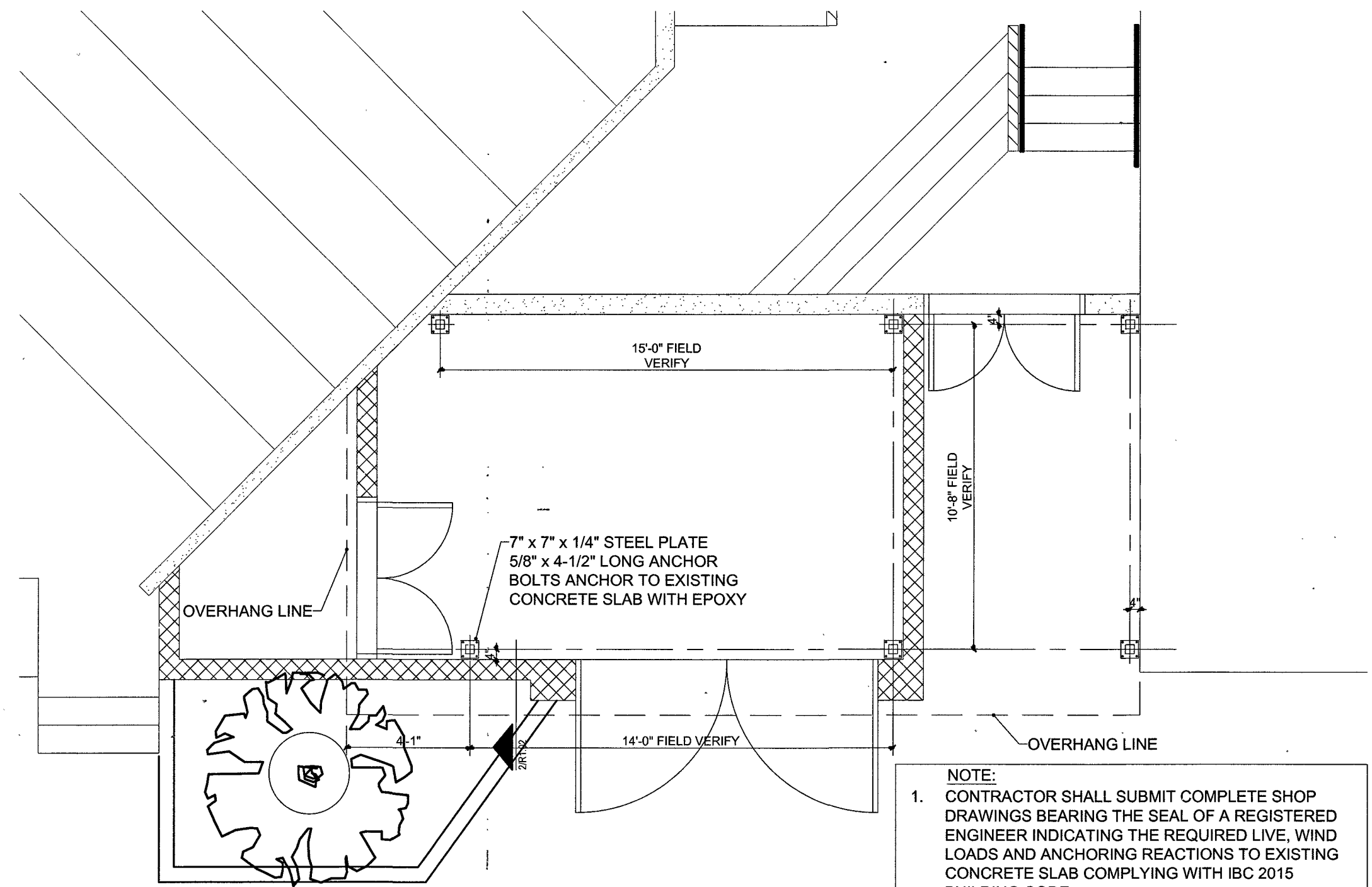
- TEAR OFF EXISTING TILE ROOFING, METAL HAT CHANNEL BATTENS, AND UNDERLAYMENT DOWN TO EXISTING CEMENTITIOUS DECK SUBSTRATE. CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS AND UTILIZE TOOLS AND METHODS SO AS NOT TO DAMAGE EXISTING CEMENTITIOUS FIBER DECK WHEN REMOVING TILE, METAL BATTENS AND UNDERLAYMENT. IT IS RECOMMENDED THAT THE EXISTING METAL BATTEN FASTENERS BE CUT WITH AN APPROPRIATE TOOL PRIOR TO REMOVING THE METAL BATTENS TO FACILITATE THIS PROCESS. ROTTED OR DAMAGED DECK SHALL BE REPLACED ACCORDING TO UNIT PRICING SET FORTH ON BID FORM. PROVIDE NEW UNDERLAYMENT, 2X COUNTER BATTENS SPACED AT 2'-0" O.C. SECURED WITH SPECIFIED FASTENER SPACED AT 16" O.C. PRE-DRILLING THROUGH WOOD COUNTER BATTEN. PROVIDE NEW 1 X 4 TREATED BATTENS AND TILE ROOFING AS SPECIFIED TO INCLUDE ALL ASSOCIATED FLASHINGS, TERMINATIONS, ACCESSORIES, ETC. FOR A COMPLETE AND WARRANTABLE INSTALLATION.
- PROVIDE NEW SBS ROOF COATING AS SPECIFIED OVER EXISTING MODIFIED BITUMEN ROOFING SYSTEM.(APPLICABLE TO ALTERNATE #2 IF ACCEPTED)
- PROVIDE NEW THERMOPLASTIC ROOFING SYSTEM AS SPECIFIED.(APPLICABLE TO BASE BID AND ALTERNATE #1)
- AT EXISTING ROOF DRAIN SUM AREA: CUT OUT AND REMOVE THE EXISTING SBS MEMBRANE, BASE SHEET AND ROOF DRAIN LEAD(S). REMOVE ANY WET INSULATION MATERIALS AND REPLACE WITH NEW TO MATCH. PROVIDE NEW 4LB SHEET LEAD, SBS MODIFIED BITUMEN 85 MIL (MIN.) SMOOTH SURFACED BASE SHEET; (GAF RUBBEROID 20 SMOOTH OR APPROVED EQUAL), AND SBS MODIFIED BITUMEN 140 MIL (MIN.) GRANULATED CAP SHEET; (GAF RUBBEROID 30 FR OR APPROVED EQUAL) PRIOR TO APPLICATION OF THE NEW SBS COATING SYSTEM. ADHERE TO COATING MANUFACTURER'S REQUIREMENTS AND RECOMMENDED PROCEDURES IN PREPARATION OF NEW COATING INSTALLATION.(APPLICABLE TO AREA D IF ALTERNATE #2 OR #3 ARE ACCEPTED)
- PROVIDE NEW MODIFIED BITUMEN ROOFING BASE FLASHINGS AT EXISTING SKYLIGHTS CURBS TO INCLUDE NEW CANT STRIP, SBS MODIFIED BITUMEN 85 MIL (MIN.) SMOOTH SURFACED BASE SHEET; (GAF RUBBEROID 20 SMOOTH OR APPROVED EQUAL), AND SBS MODIFIED BITUMEN 140 MIL (MIN.) GRANULATED CAP SHEET; (GAF RUBBEROID 30 FR OR APPROVED EQUAL), SHEET METAL RECEIVER FLASHING, COUNTER FLASHINGS AND TERMINATION BAR, PRIOR TO APPLICATION OF THE NEW SBS COATING SYSTEM. ADHERE TO COATING MANUFACTURER'S REQUIREMENTS AND RECOMMENDED PROCEDURES IN PREPARATION OF NEW COATING.(APPLICABLE TO AREA D IF ALTERNATE #2 OR #3 ARE ACCEPTED.)
- PROVIDE NEW UNISTRUT MOUNTING FRAMES FOR ALL EXISTING ELECTRICAL DISCONNECTS. UNISTRUT FRAME MEMBERS SHALL BE WELDED. SUPPORT RAILS SHALL BE SECURED TO NEW 4" X 4" TREATED WOOD SLEEPERS SET ON SUPPORT PADS ON TOP OF FINISHED ROOF COATING. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DISCONNECT, RECONNECT AND ANY NECESSARY EXTENSION OF ELECTRICAL LINES ABOVE THE ROOF ONLY TO ACCOMMODATE THE RELOCATION OF THE EXISTING DISCONNECTS TO THE NEW UNISTRUT MOUNTING FRAMES. FRAMES SHALL BE FABRICATED TO APPROPRIATE SIZE FOR EACH LOCATION AND NUMBER OF DISCONNECTS. ALL MEP WORK SHALL BE PERFORMED IN ACCORDANCE TO CURRENT CODES. REFER TO DETAIL 4/R2.04 (APPLICABLE TO AREAS A, B & D FOR BASE BID AND ACCEPTED ALTERNATES #1, #2 OR #3 WHICH EVER ARE ACCEPTED)
- AT ROOF AREA D, ALL EXISTING PITCH PANS SHALL HAVE THE EXISTING PITCH PAN SEALANTS REMOVED AND REPLACED WITH NEW ONE PART URETHANE POURABLE SEALANT. ALL PITCH PANS SHALL HAVE NEW SHEET METAL HOODS/COVERS OR CAPS, THIS SHALL ALSO INCLUDE PIPE BOX INSTALLATIONS (APPLICABLE TO ALTERNATE #2 & #3)
- ALL EXISTING HVAC CONDENSATE LINES SHALL BE MODIFIED TO EXTEND TO DRAINS. LINES SHALL BE PROPERLY FITTED WITH A P-TRAP AND VENT. PROVIDE POSITIVE SLOPE AND SPECIFIED PIPE SUPPORTS.(APPLICABLE TO ALTERNATE #2 & #3)
- REATTACH EXISTING EXTERIOR LIGHT FIXTURE TO EXTERIOR WALL. SEAL FASTENER PENETRATIONS.(APPLICABLE TO ALTERNATE #2, #3 & #5.)
- PROVIDE NEW ELASTOMERIC WALL COATING AND JOINT SEALANTS AS SPECIFIED.
- AT ALL EXISTING EXTERIOR WALL STUCCO FINISHED SURFACES THROUGHOUT THE FACILITY FULL HEIGHT CONTRACTOR TO VERIFY ALL LOCATIONS AND QUANTITIES ALL LOCATIONS MAY OR MAY NOT BE KEYED TO PLAN. (APPLICABLE TO ALTERNATE #5)
- EXISTING ROOF LADDER TO REMAIN.



3 OVERALL ROOF PLAN - ALTERNATE 1
SCALE: 1/4"=1'-0"



2 SECTION - ALTERNATE 4
SCALE: 3/8"=1'-0"



1 FLOOR PLAN - ALTERNATE 4
SCALE: 1/4"=1'-0"

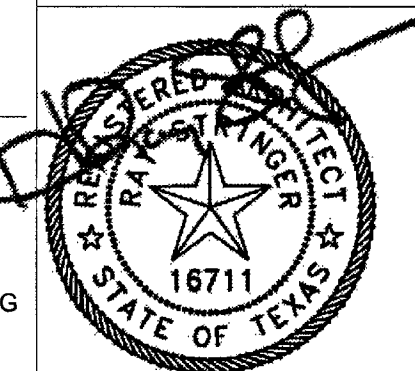
BUILDING AREA DESIGNATION KEY

A	OLD LIBRARY BUILDING
B	THEATER BUILDING
C	COURTYARD AREA
D	MAIN LIBRARY AREA

ROOF LEGEND

	LOW SLOPE ROOF SYSTEM AS SPECIFIED (ALTERNATE #1)
	SPANISH TILE ROOF SYSTEM AS SPECIFIED (BASE BID)
	EXISTING MODIFIED BITUMEN ROOF (REFER TO ALTERNATES #2 & #3)

	CHANGE IN ELEVATION		ANTENNA		SOIL/PLUMBING VENT		FLANGE MOUNTED EQUIPMENT		HOT STACK		CURB MOUNTED VENT		A/C UNIT		CURB MOUNTED EQUIPMENT		MISCELLANEOUS EQUIPMENT ON PP		PRIMARY ROOF DRAIN		OVERFLOW ROOF DRAIN		PRIMARY AND OVERFLOW ROOF DRAIN		DOWNSPOUT/ SPLASHBLOCK		DOWNSPOUT/ COLLECTOR HEAD		EXPANSION JOINT		METAL EDGE W/GUTTER		METAL EDGE		RISE WALL		RAISED METAL EDGE		RISE WALL W/EXPANSION JOINT
	SECURITY CAMERA		PITCH PAN		PROCESS VENT STACK		VENT STACK		FLANGE MOUNTED VENT		PLENUM A/C ON PITCH PANS		MISCELLANEOUS EQUIPMENT		ROOF HATCH		THROUGH WALL SCUPPER		OVERFLOW SCUPPER		EDGE SCUPPER		DOWNSPOUT		ROOF ACCESS LADDER		PARAPET		EXPANSION JOINT AT PARAPET		SLOPE DIRECTION		SKYLIGHT						



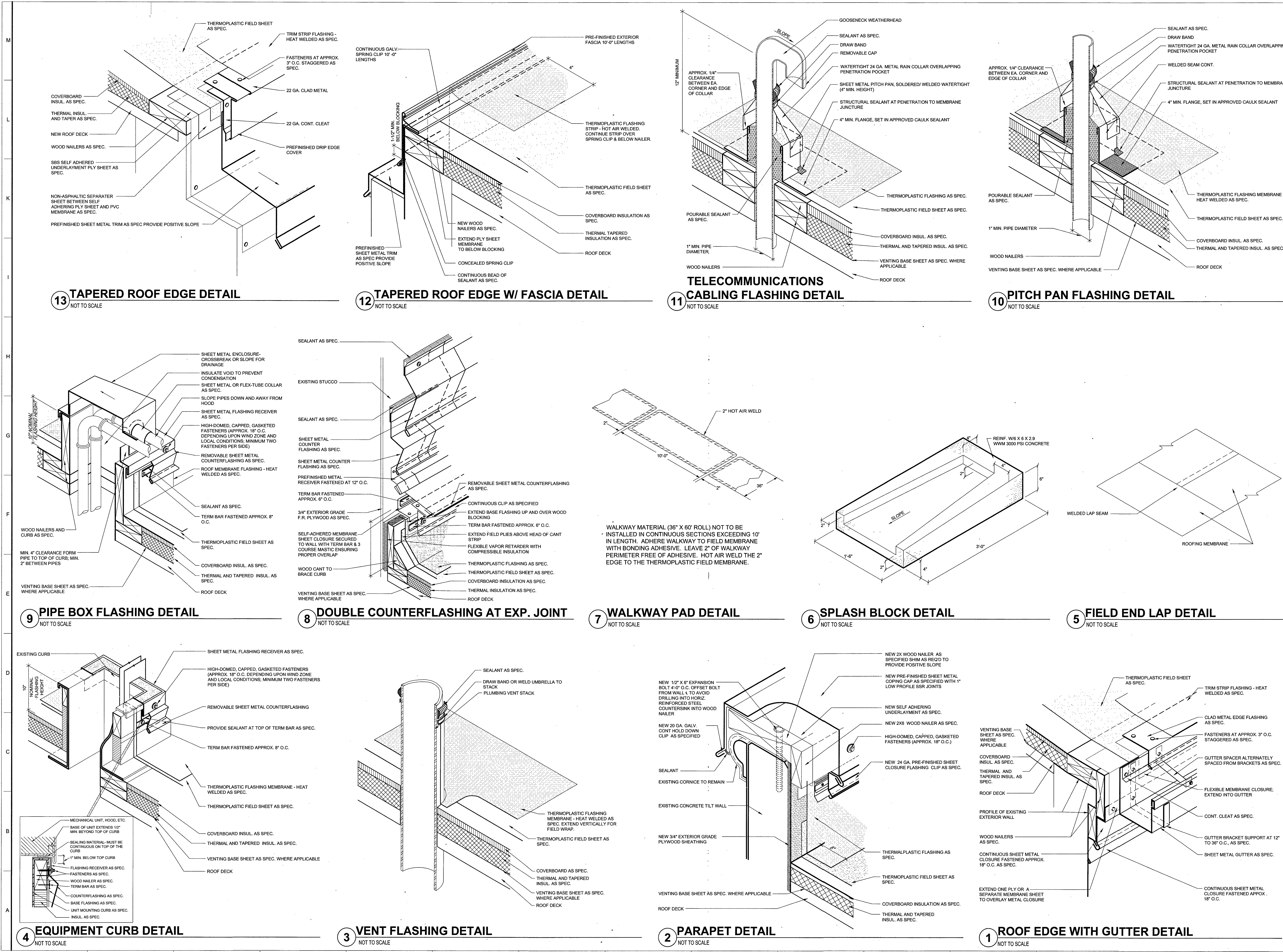
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CITY OF WESLACO
WESLACO PUBLIC LIBRARY
ROOFING REPAIR REBID
525 S. KANSAS AVE
WESLACO, TEXAS

PROJECT NO: 201624A
DATE: 03/16/17
STARTING DATE:
CK BY: CB DWN BY: GM
ALTERNATES #1 & #4
PLAN & SECTION

R1.02



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ROOFING REPAIR REBID
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PROJECT NO: 201624A
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STARTING DATE:
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BASE BID ROOFING
DETAILS

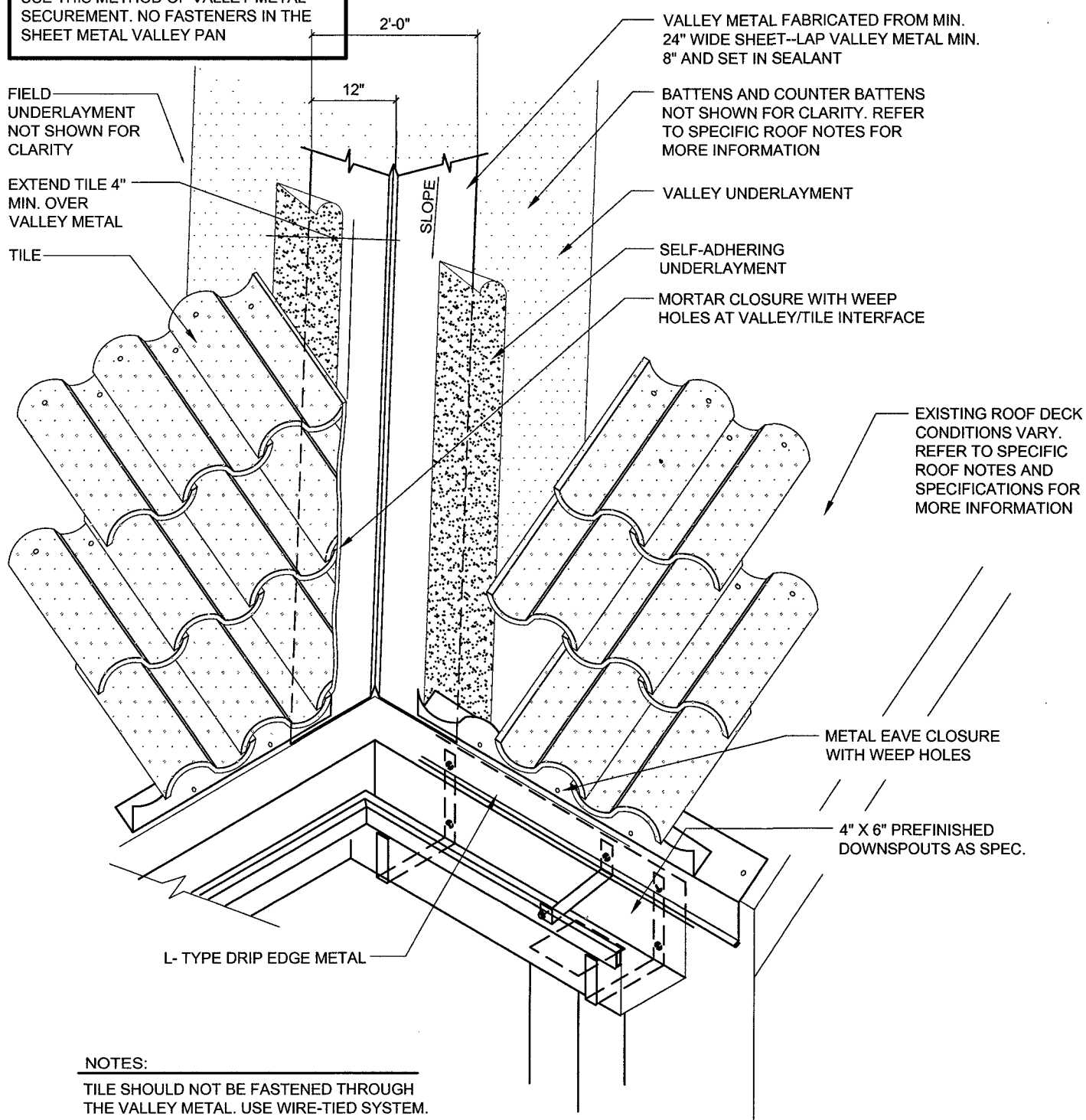
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NOTE:
DUE TO THE VARIED EXISTING CONDITIONS FOUND AT THE TILE ROOF AREAS, TILE DETAILS ARE FOR ILLUSTRATIVE PURPOSES OF THE TILE ROOFING MATERIAL COMPONENTS DESIGN INTENT. NOT ALL SPECIFIC ROOF DECK, BATTENS, COUNTERBATTENS, UNDERLAYMENTS OR SHEATHING COMPONENTS MAY OR MAY NOT BE SHOWN IN DETAILS FOR EACH SPECIFIC CONDITION FOR CLARITY. REFER TO SPECIFIC ROOF NOTES FOR MORE INFORMATION REGARDING EACH ROOFING AREA SCOPE OF WORK, REQUIREMENTS, AND DECK, BATTEN COUNTERBATTEN, SHEATHING, AND UNDERLAYMENT COMPONENTS AND ETC.

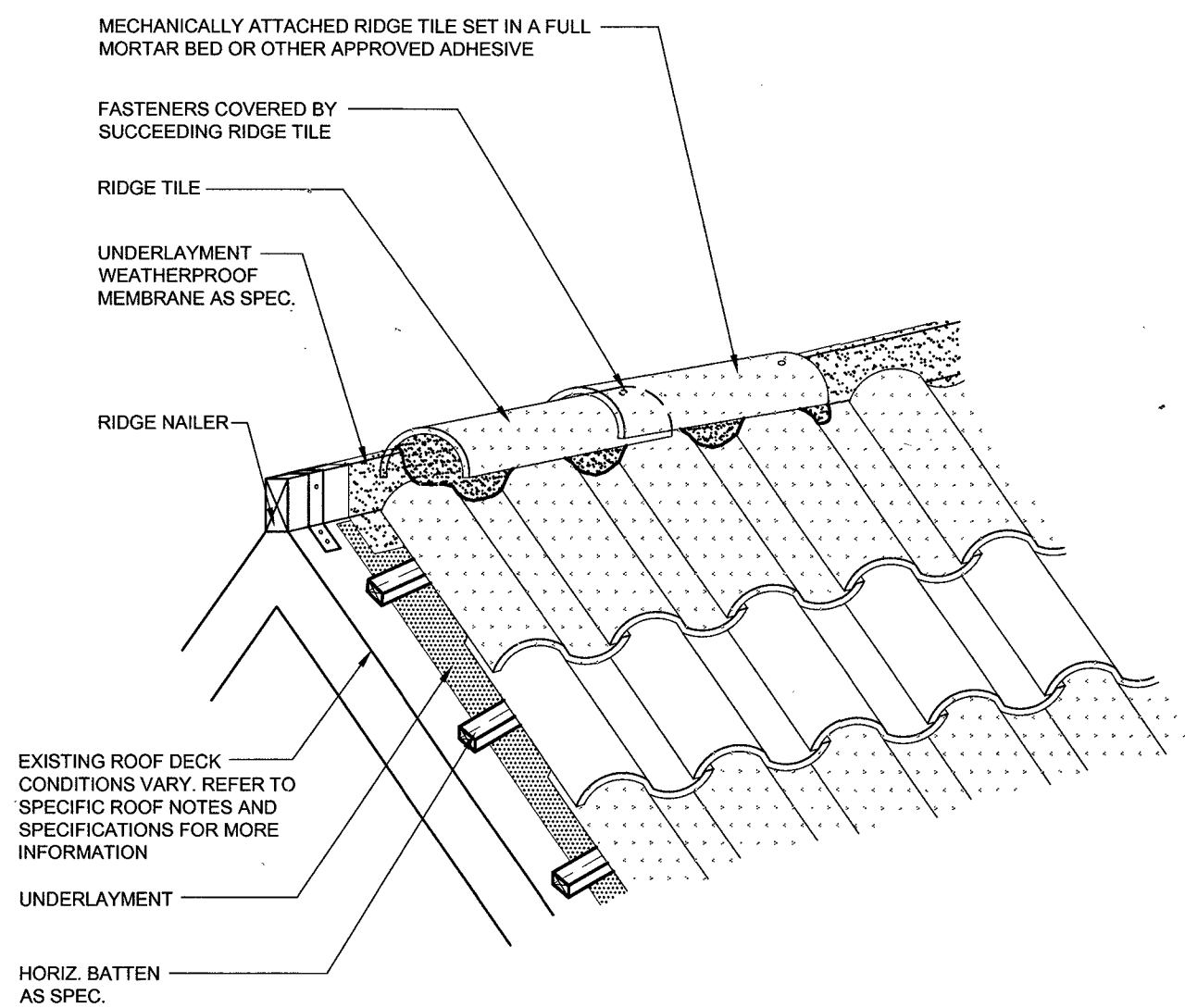
NOTE:
AT TILE ROOFING INSTALLATION LOCATION THAT REQUIRE THE USE OF NEW THERMAL INSULATION, CONTRACTOR SHALL PROVIDE TREATED 2" X 4" SOLID WOOD NAILERS AT ALL PERIMETER EAVES EQUAL TO THE TOTAL HEIGHT OF THE THERMAL INSULATION AND PROPERLY SECURE TO DECK.

HEMME EDGE
BOTH SIDES
METAL CLIP
APPROX. 2" WIDE
2 FASTENERS
PER CLIP
USE THIS METHOD OF VALLEY METAL
SECUREMENT. NO FASTENERS IN THE
SHEET METAL VALLEY PAN

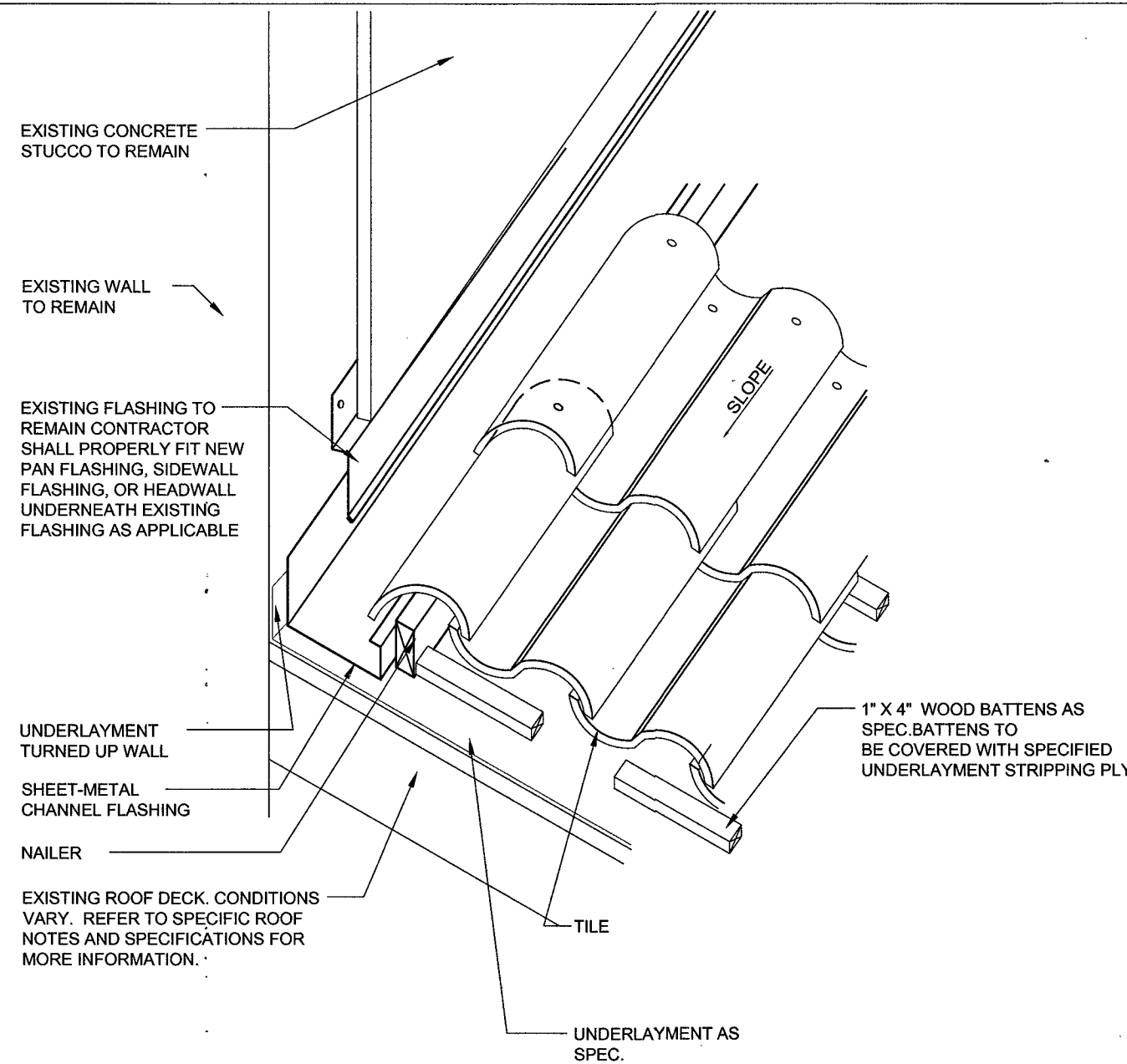


4 OPEN VALLEY DETAIL
NOT TO SCALE

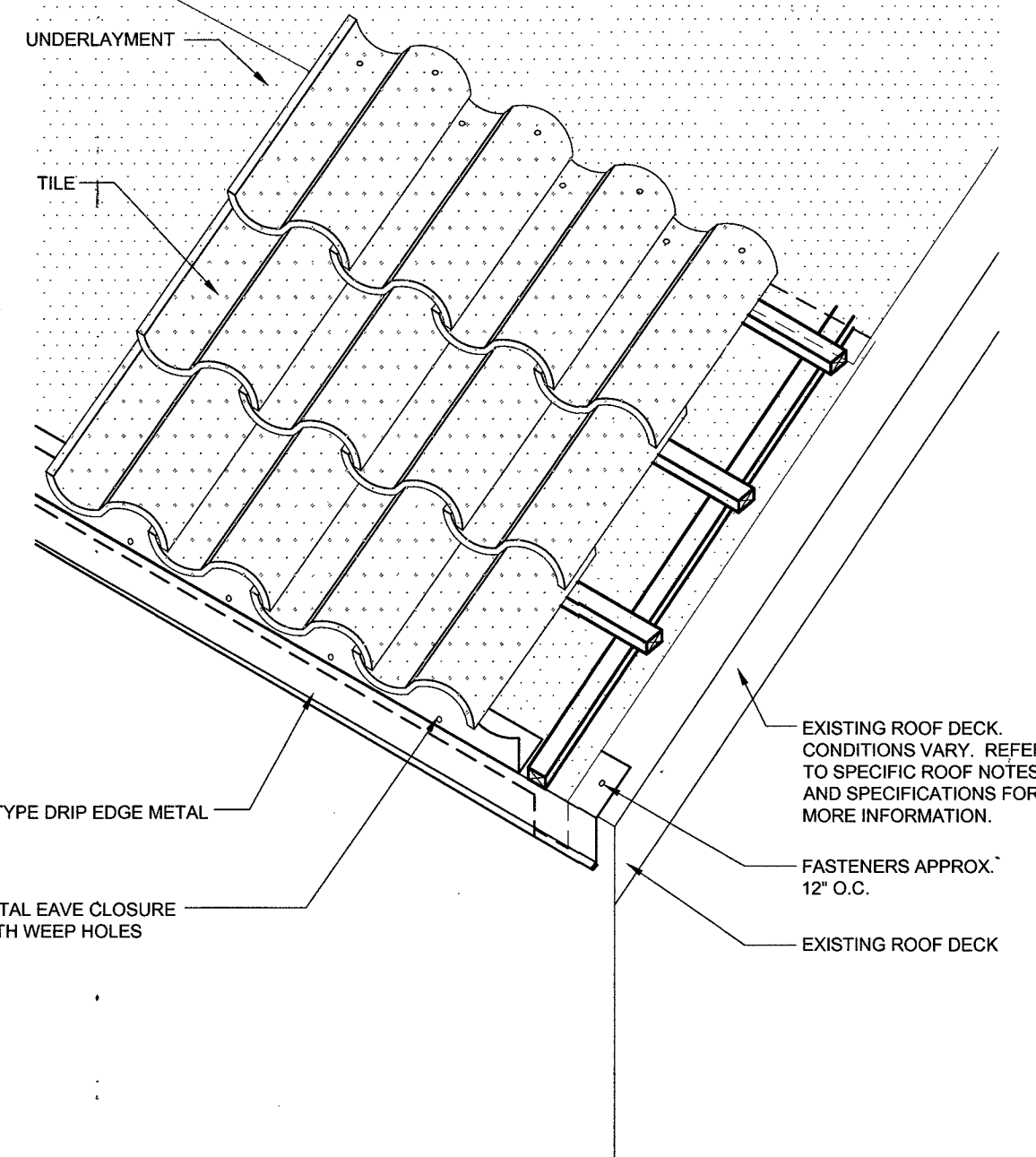
7 FLASHING DETAIL
NOT TO SCALE



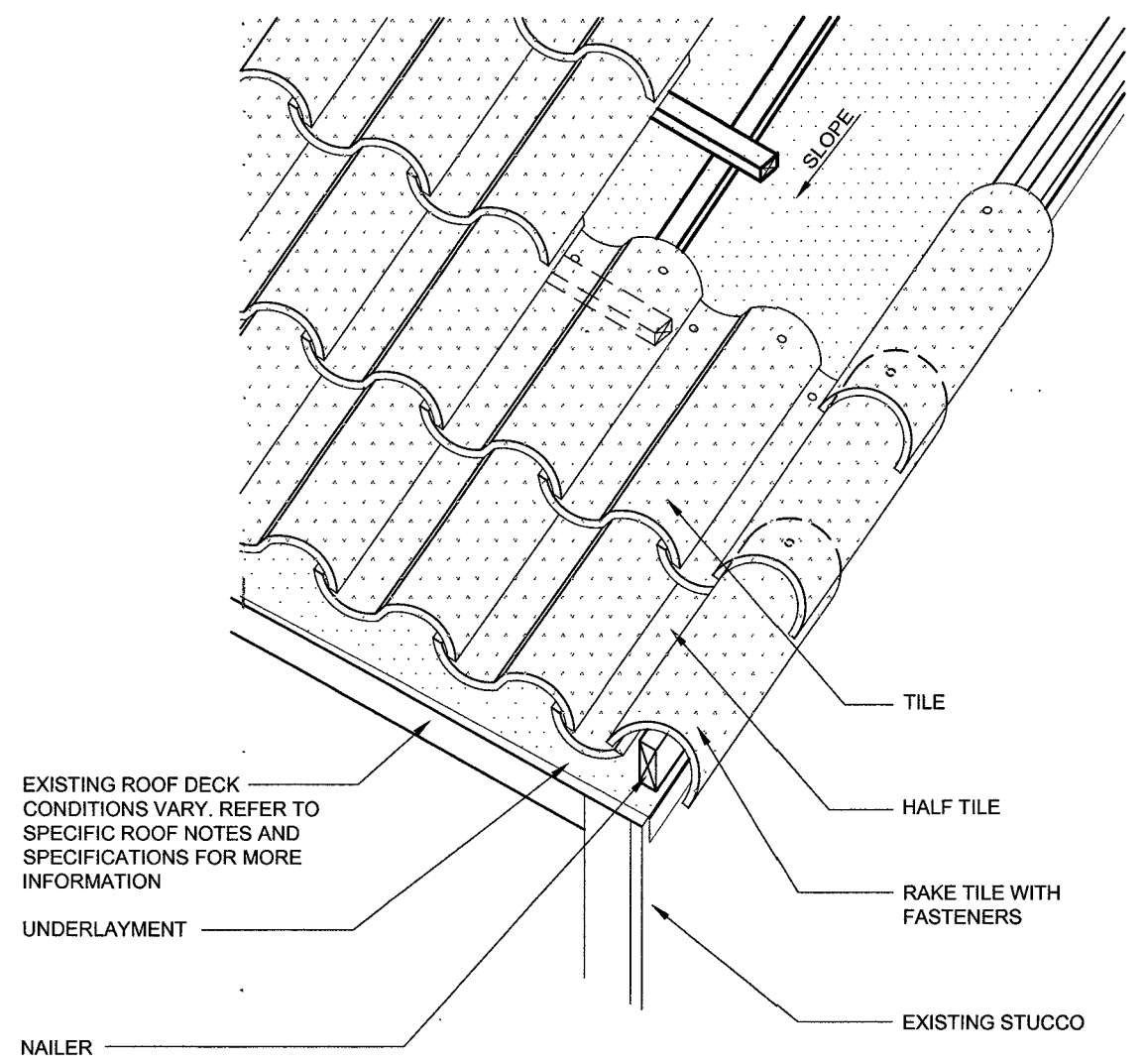
3 RIDGE DETAIL
NOT TO SCALE



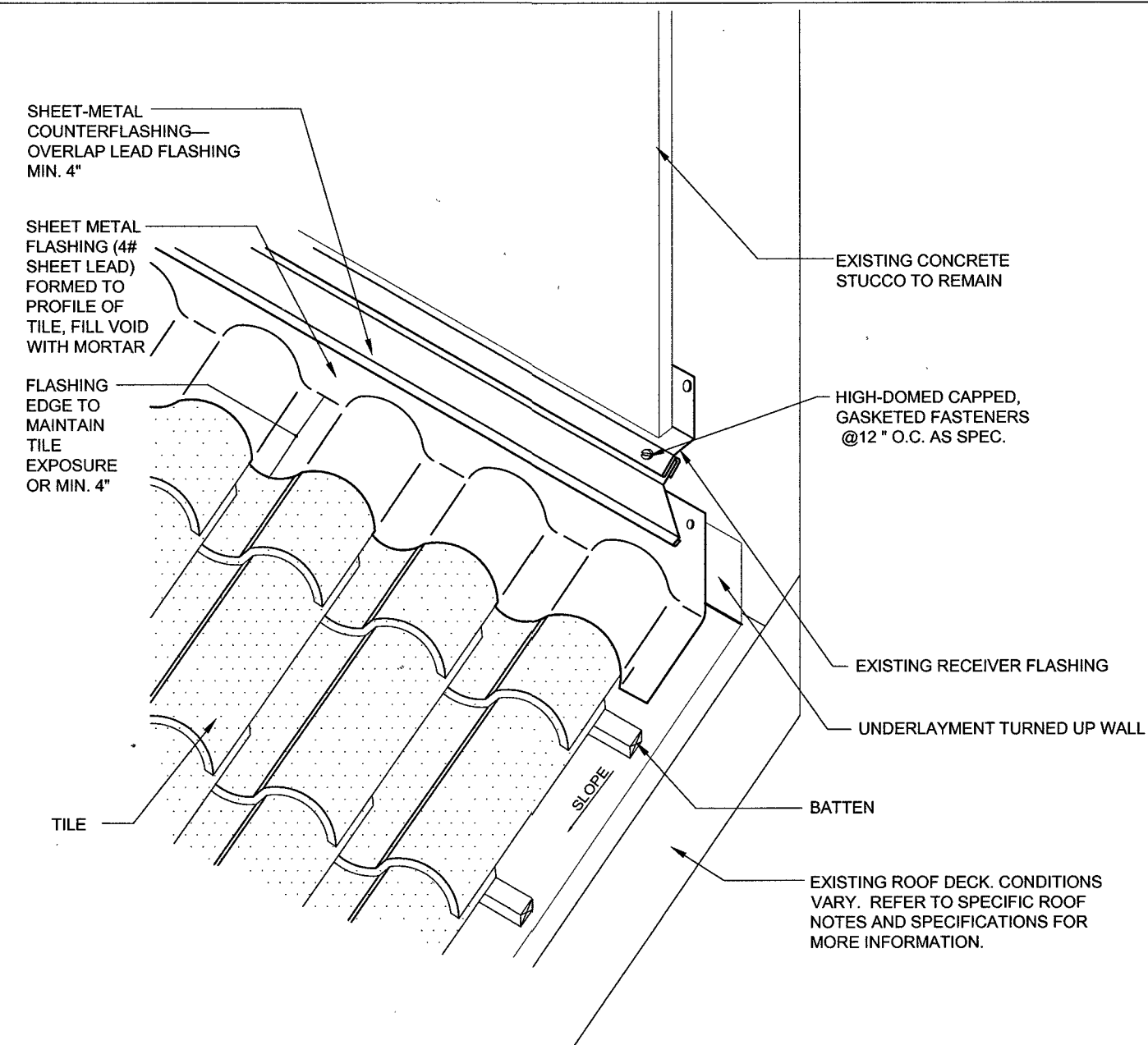
9 RISE WALL W/ METAL PANEL DETAIL
NOT TO SCALE



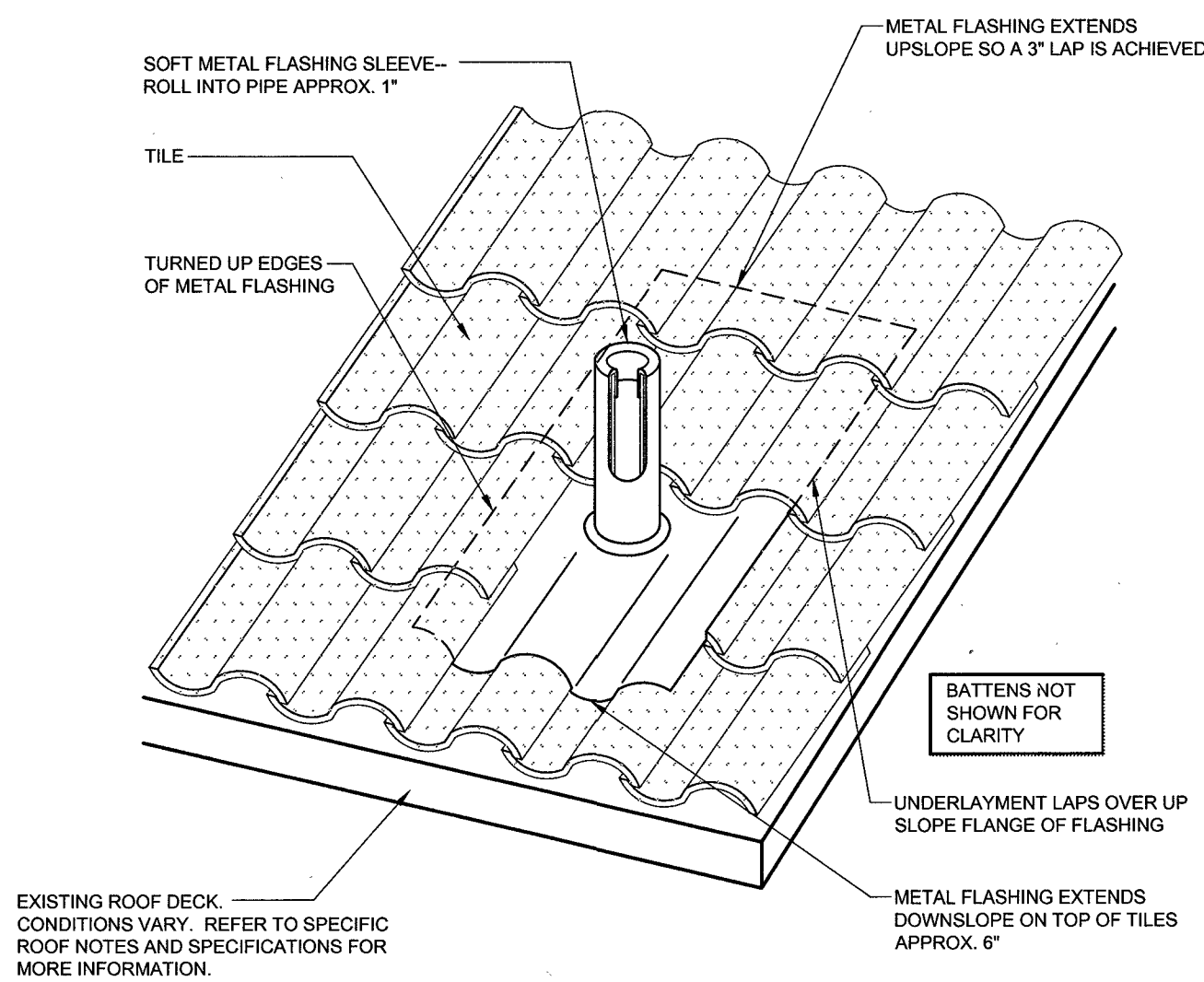
6 EAVE FLASHING DETAIL
NOT TO SCALE



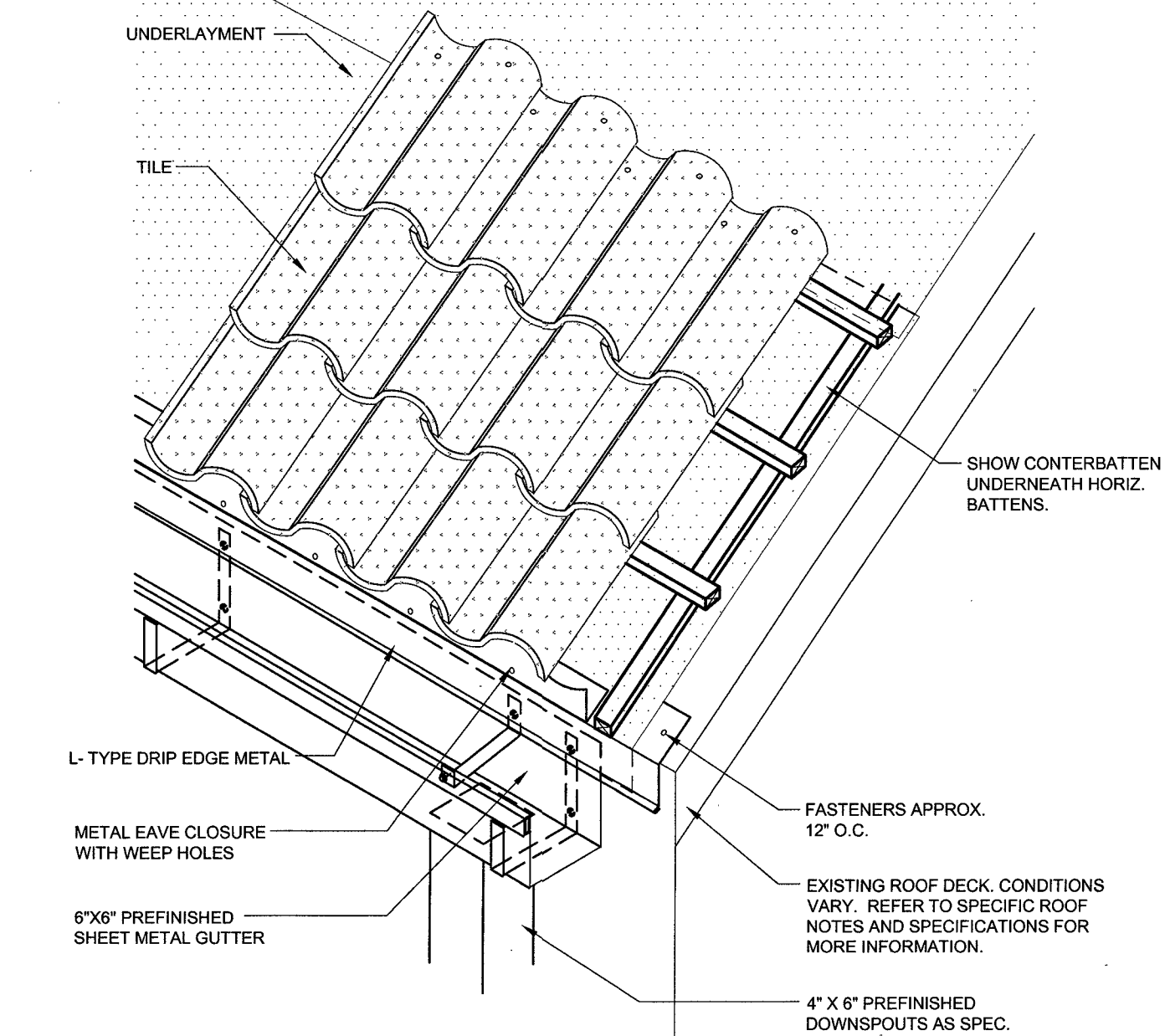
2 RAKE EDGE FLASHING DETAIL
NOT TO SCALE



8 TILE FLASHING AT RISE WALL DETAIL
NOT TO SCALE



5 PIPE PENETRATION DETAIL
NOT TO SCALE



1 EAVE FLASHING DETAIL
NOT TO SCALE

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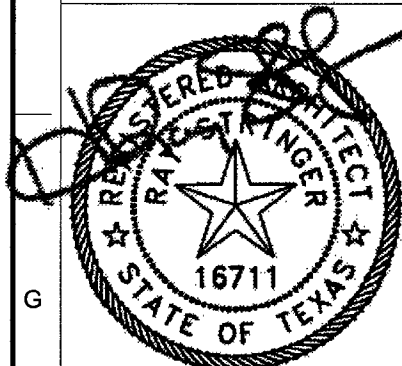
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CITY OF WESLACO
WESLACO PUBLIC LIBRARY
ROOFING REPAIR REBID
525 S. KANSAS AVE
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PROJECT NO: 201624A

DATE: 03/16/17

STARTING DATE:

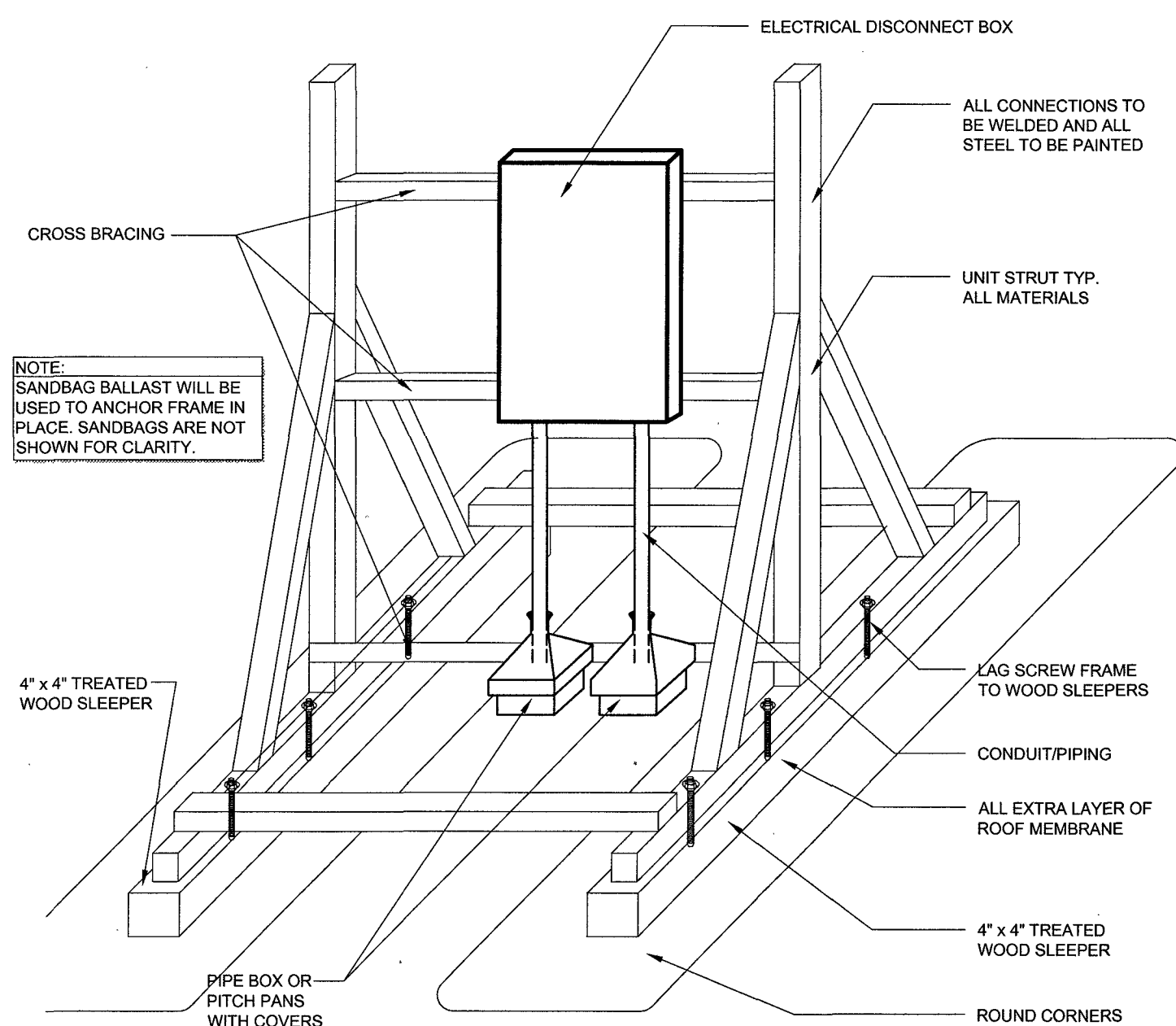
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BASE BID ROOFING
DETAILS

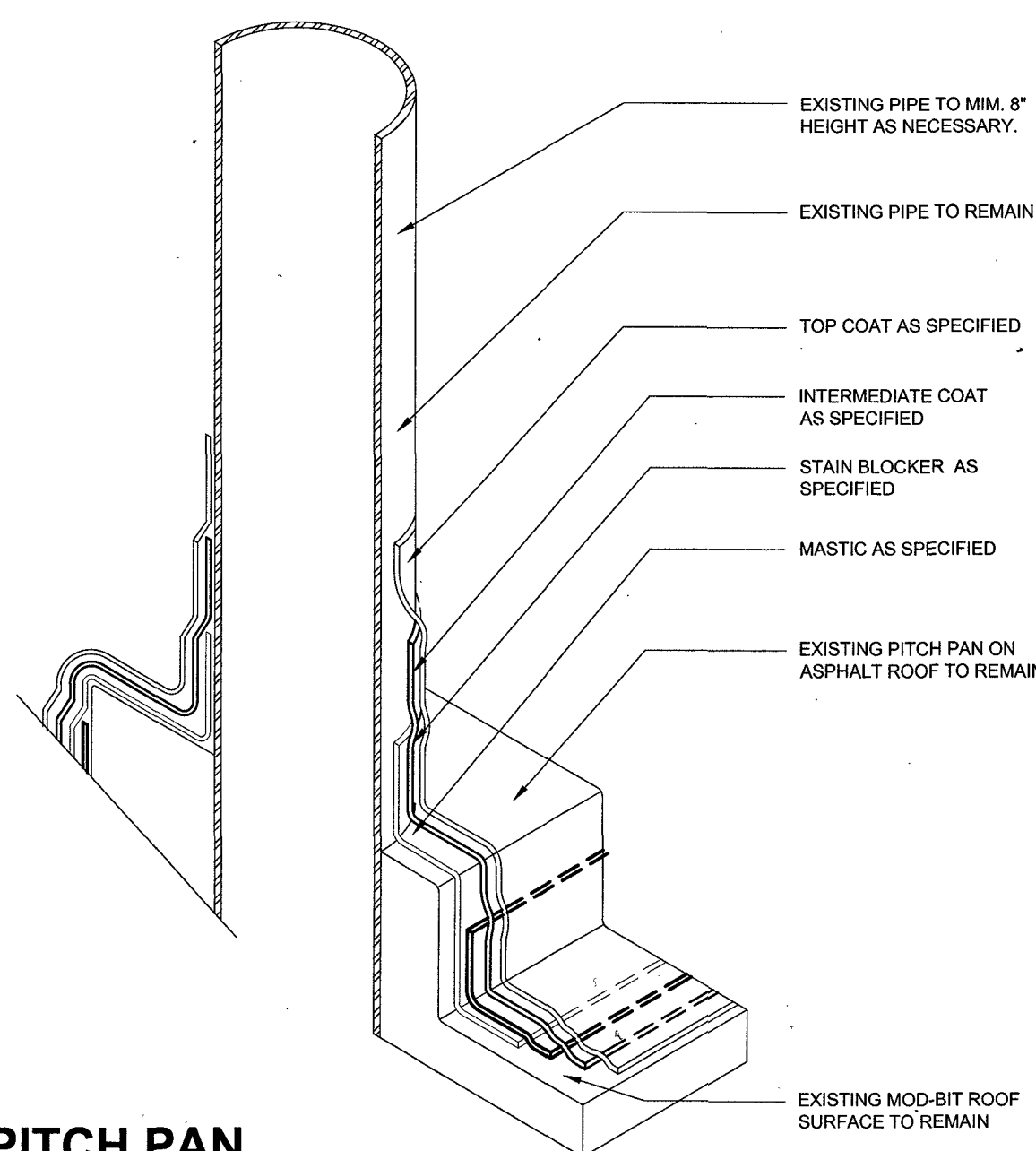
R2.02



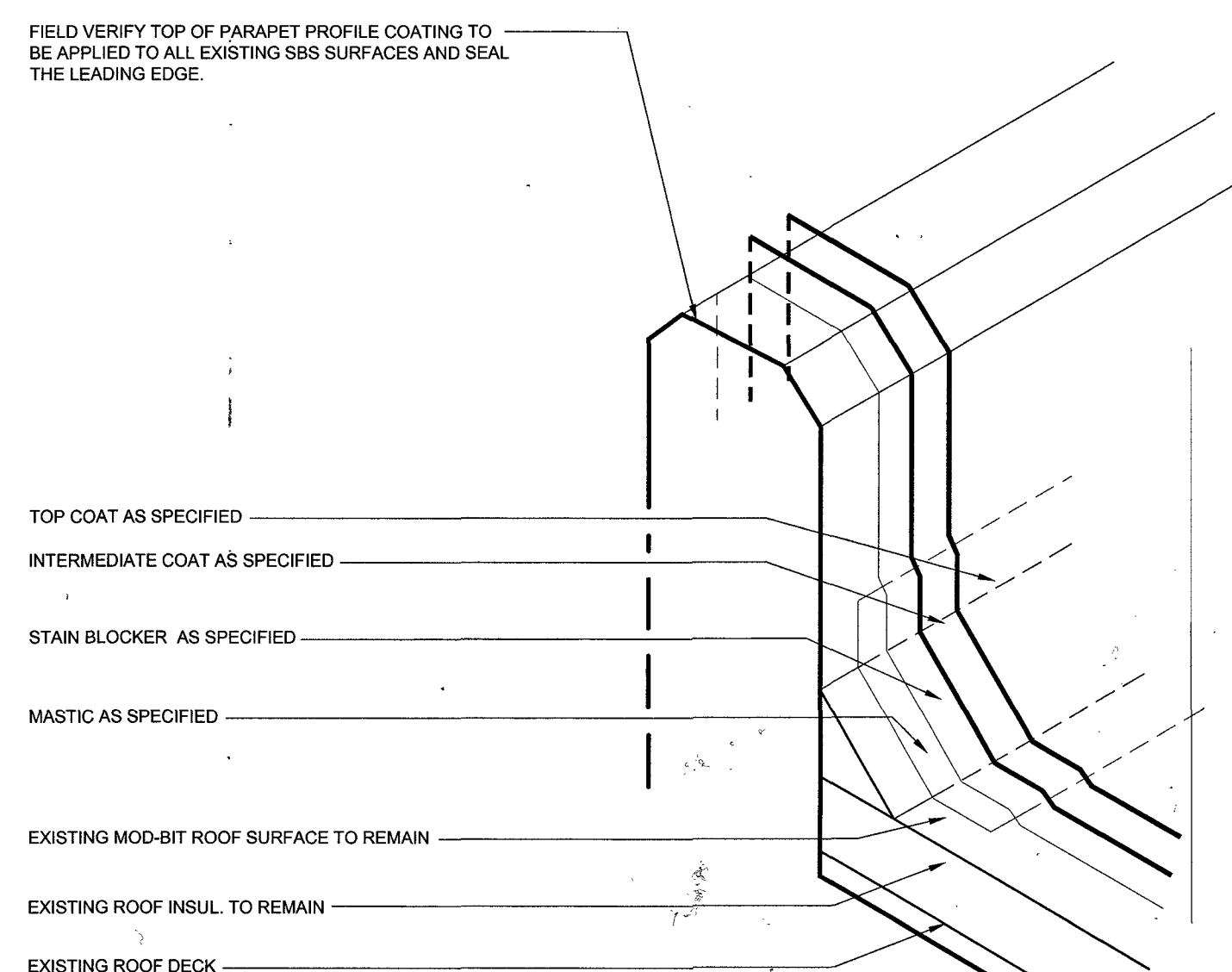
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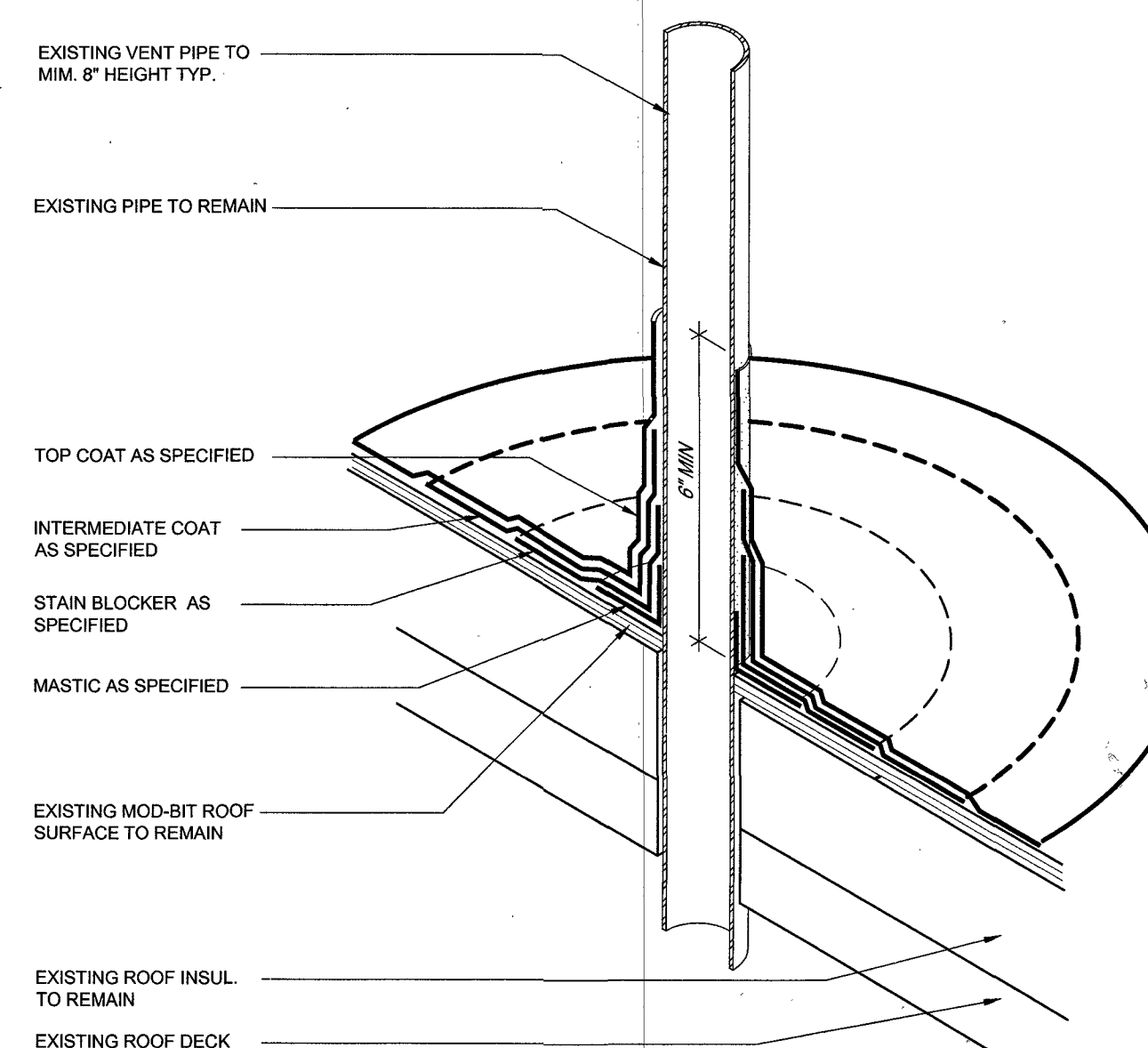
4 DISCONNECT BOX DET.
@ MAIN LIBRARY HIGH ROOF
NOT TO SCALE



3 PITCH PAN
FLASHING @ MAIN LIBRARY HIGH ROOF
NOT TO SCALE

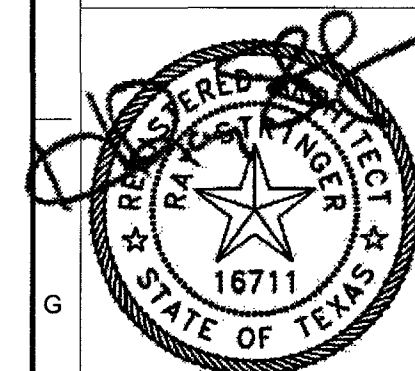


2 CURB AND WALL FLASHINGS
@ MAIN LIBRARY HIGH ROOF
NOT TO SCALE



1 VENT FLASHING @ MAIN LIBRARY HIGH ROOF
NOT TO SCALE

NOTE TO CONTRACTOR:
DETAILS ONE THRU FOUR (1-4) SHOWN BELOW ON THIS PAGE ARE FOR VISUAL REFERENCE OF THE DESIGN INTENT FOR THE SPECIFIED SBS COATING APPLICATION OVER THE EXISTING SBS MODIFIED BITUMEN ROOFING SYSTEM AT THE LOW SLOPED MAIN LIBRARY HIGH ROOF AREA ONLY. THESE DETAILS MAY OR MAY NOT BE ALL INCLUSIVE OF EACH EXISTING CONDITION FOUND ON SAID ROOF AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL CONDITIONS, QUANTITIES, MEASUREMENTS, SIZES, AND ETC. PRIOR TO BIDDING AND COMMENCING WORK. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE TO THE SPECIFICATION AND THE MANUFACTURER'S REQUIREMENTS FOR A WARRENTABLE INSTALLATION AS SPECIFIED.



03/16/17

NO.	DATE	DESCRIPTION
1	03/16/17	100% ISSUE FOR CONSTRUCTION

CITY OF WESLACO
WESLACO PUBLIC LIBRARY
ROOFING REPAIR REBID
525 S. KANSAS AVE
WESLACO, TEXAS

PROJECT NO: 201624A
DATE: 03/16/17
STARTING DATE:
CK BY: CB DWN BY: GM
ALTERNATE #2
ROOFING DETAILS

R2.04

rofa
architects
Rike • Ogden • Figueroa • Allex

McAllen
1007 Walnut Ave.
McAllen, Texas 78501
V. 956.686.7771
F. 956.687.3433
www.rofainc.com

McAllen Harlingen

COPYRIGHT ROFA ARCHITECTS 2017

CONSULTANTS:



AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:

(Name and address)

City of Weslaco
Public Library Re-Roofing

TO OWNER:

(Name and address)

City of Weslaco
255 S. Kansas
Weslaco, Texas 78596

PROJECT NUMBER: 2016.24/

CONTRACT FOR: General Construction

CONTRACT DATE:

TO CONTRACTOR:

(Name and address)

American Contracting USA, Inc.
1606 S. Reynolds
Rio Hondo, Texas 78583

OWNER: ☒

ARCHITECT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The scope of work as defined in the contract documents

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Two (2) Years

Date of Commencement

November 08, 2017

Rike Ogden Figueroa Alex
Architects Inc.

ARCHITECT

BY 

November 10, 2017

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$5% of Contract Sum

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

American Contracting USA Inc.

CONTRACTOR

BY  11-15-17

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:00 noon (time) on November 08, 2017 (date).

City of Weslaco

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



*American
Contracting U.S.A., Inc.*

1606 S. Reynolds • Rio Hondo, TX 78583

Tel: (956) 748-4030

Fax (956) 748-2891

Email: acusainc@aol.com

November 13, 2017

ROFA Architects, Inc.
Attn: Mr. Humberto Rodriguez
1007 Walnut Avenue
McAllen, TX 78501

Re: Weslaco Public Library Roofing Project

Dear Mr. Parker,

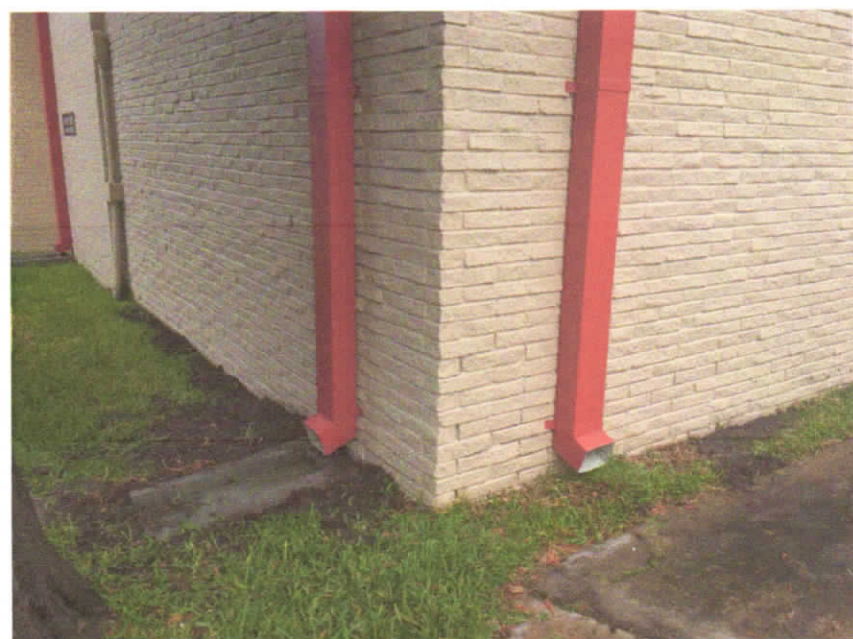
All punchlist items at the Weslaco Public Library have been completed. Please see attached photos.

Should you have any questions, you may reach me at the office (956) 748-4030.

Sincerely,

Guadalupe Escobedo III, Assistant Project Manager
American Contracting U.S.A., Inc.







FINAL PROJECT OBSERVATION

Project #2017-0220-46

Report Date: 2017 - 11 - 10

Owner/Manager: City of Weslaco

Project Name: Public Library Roofing Repairs

Project Address: 525 Kansas Avenue

Weslaco, Texas 78596

Architect: ROFA

General Contractor:

Roofing Contractor: ACUSA



1320 SPINKS ROAD
FLOWER MOUND, TX 75028
972.874.1388
www.armko.com

Weather Conditions: Sunny ☐ Cloudy ☒ Windy ☒ Rain ☒ Chance of Rain 100%

Ambient Temperatures: 10:00 A.M.: 62°F P.M.: ____°F

Present at time of observation: City of Weslaco Reps, Humberto Rodriguez with ROFA & ACUSA's team including Lupe Escobedo, Eddie Fuentes & 6 members of their roofing team.

1.

General Roofing Punch List Items to be addressed:

Recommend to enlarge openings of the metal canopy drainage outlets.

Specific Roofing Punch List Items to be addressed:

1 Determine cause of and repair leak in the S.E. corner of Courtyard that drips into the Library.

<u>Item No.</u>	<u>Description of Work to be Performed</u>	<u>Initial and Date</u>
-----------------	--	-------------------------

1.

General Exterior Punch list items to be addressed:

Initial and Date

1 Reset the splash blocks that retain water to drain properly.

Respectfully,

Dennis Parker

Field Observer

Armko Industries, Inc.

Office 972.874.1388

Cell 956.212.0998

dparker@[armko.com](mailto:dparker@armko.com)

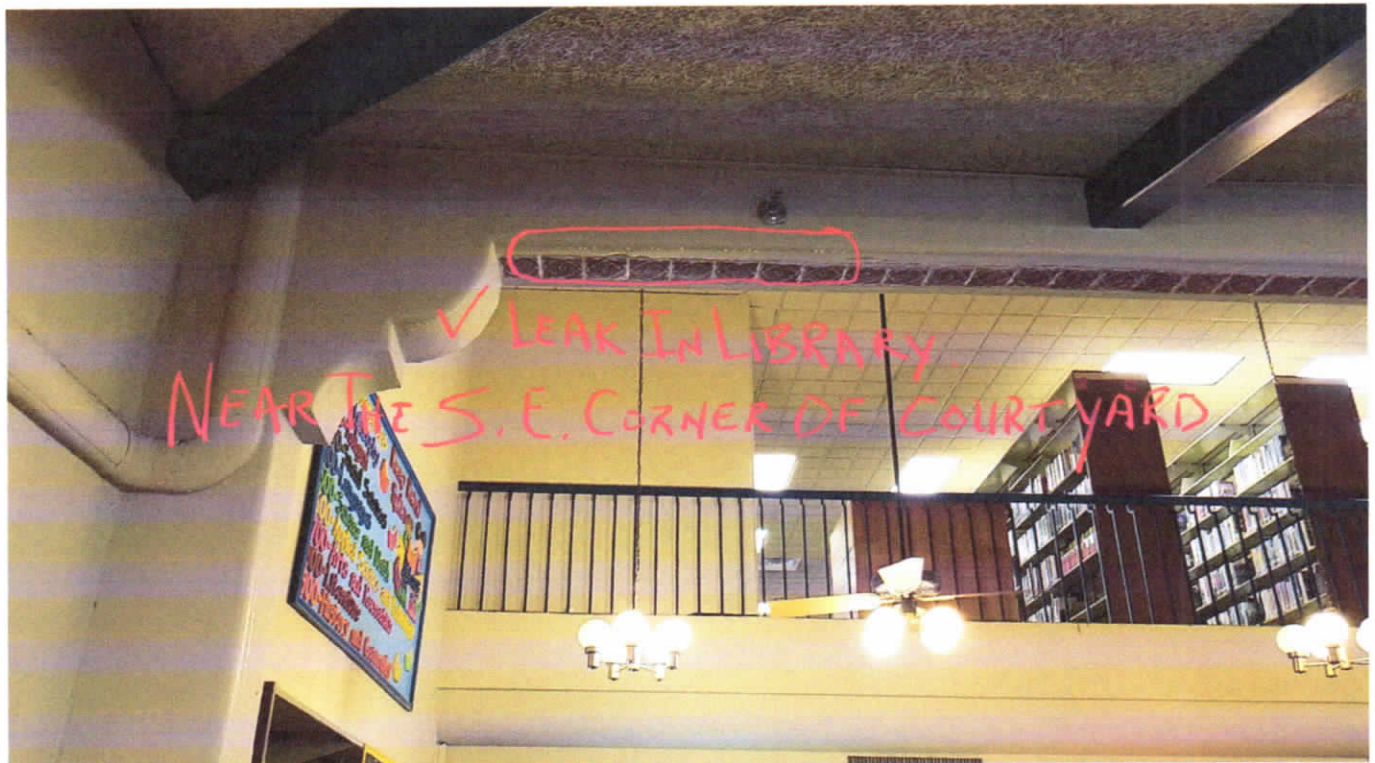
Notes:

- Punch list items are recommended to be completed within fifteen (15) days of date of original Punch List.
- Contractor shall initial and date each item upon completion and provide a digital photo of each condition. Contractor shall schedule final walk-through with Manufacturer and/or Project Design Team Representative as applicable.
- Disclaimer:
Observations and information contained in this Field Observation and Final Observation Report by ARMKO Industries, Inc. has been prepared to the best of our knowledge and belief according to observable conditions while at the site. This does not relieve the contractor of the responsibility of correcting all the work as necessary and as defined in the report as a typical deficiency or as stated otherwise, nor does it constitute acceptance or approval of work in place.



PHOTOGRAPH 1:
Water test produced a leak in the Library that would be near the S.E. corner of the Courtyard.

AE 11/13/17



PHOTOGRAPH 2:
Leak in Library is beneath the tile roof system near the S.E. corner of the Courtyard.

AE 11/13/17



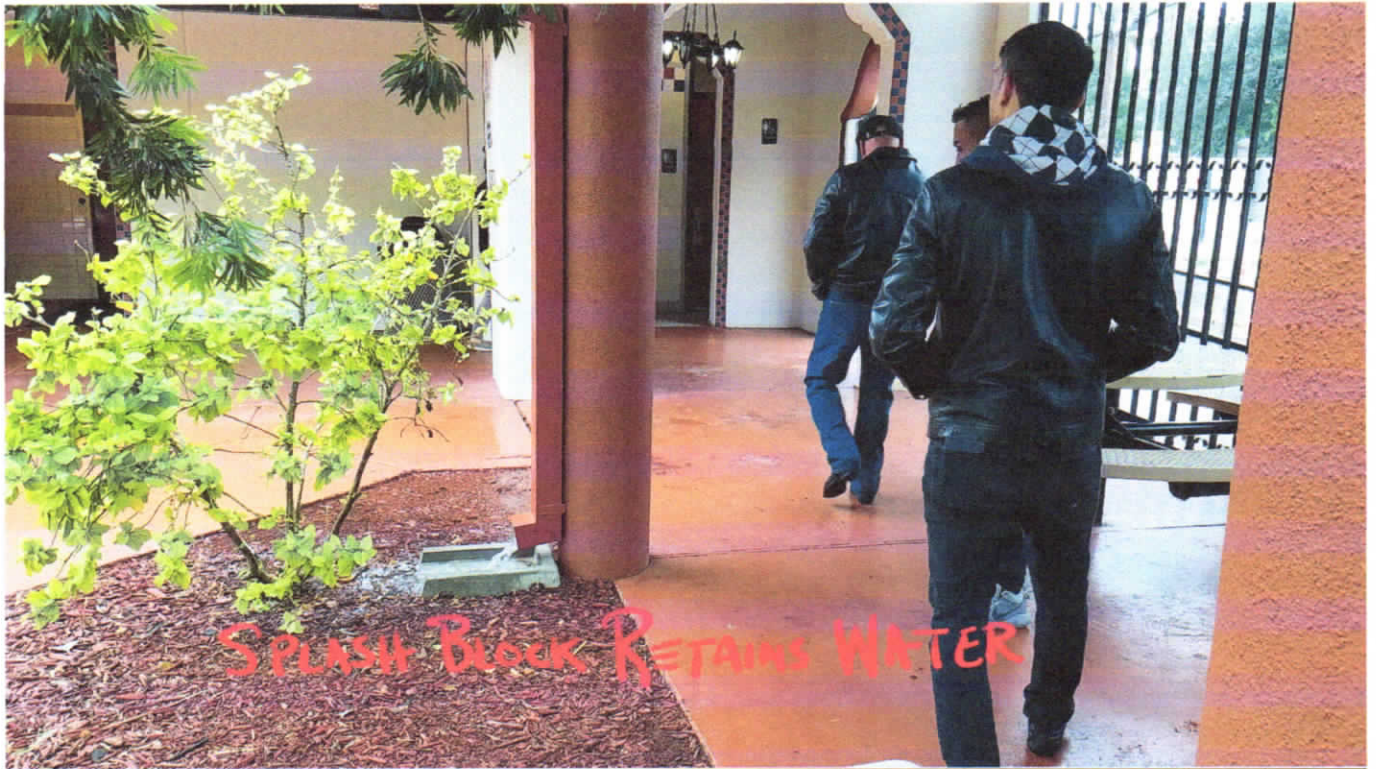
PHOTOGRAPH 3:
Small openings in the canopy gutter are susceptible to becoming obstructed with debris.

H. E. L. II
 11/13/17



PHOTOGRAPH 4:
Some of the splash blocks appear to retain water but, should drain to the outside.

H. E. L. II 11/13/17



PHOTOGRAPH 5

Each splash block should be checked to verify proper drainage.

Handwritten signature and date: 11/13/17



PHOTOGRAPH 6

Splash block not set properly beneath the downspout.

Handwritten signature and date: 11/13/17

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

December 13, 2017

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Jose Rodriguez, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Martin J. Mata, Mardoqueo Hinojosa, Andrew Munoz, Mary Barrera, Homer Rhodes
Fr: Arnoldo Becho, Library Director
Re: Request to approve Final Payment Application and Substantial Completion Document for Library Roof Repair Project

The Library Roof Repair project has been completed and the library would like to move forward with the paperwork necessary to certify substantial completion and submit for final payment. The project concluded roughly one month ago and since that time we have been working to secure closeout paperwork and certify completion of the project.

On November 10, 2017 American Contracting performed a water test on all the re-roofed areas. The issues found that day were resolved by the end of the business day. Testing was done with Weslaco staff present. Resolution was verified by Weslaco Staff. Several rain events have occurred since this time and no leaks have been observed. Substantial completion documentation was transmitted on Nov. 15th but the document references Nov. 8th as the substantial completion date.

Contact information has been provided for follow-up on the warranties provided by American Contracting. American's warranties will encompass two years from the date of completion. Warranty for many of the materials is significantly longer. Those warranties were transmitted along with the close out paperwork and the final payment application. The warranties were submitted as supporting documentation to this item and are available for your examination. Training on maintenance of the roofing system is in the process of being scheduled.

Library staff supports approval. Please contact me with questions or concerns. Thank you very much for your support throughout this project.

Arnoldo Becho
Library Director, City of Weslaco
Phone: 956.973.3144
Email: abecho@weslacopl.us



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1426	
From:			
Subject: Discussion and consideration to approve Ordinance 2017-55 authorizing a budget amendment for Airport in amount of \$41,815.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)			
Background: The proposed budget amendment in the amount of \$ 41,815.00 is for the procurement and payment of survey and appraisal services for proposed Airport Development projects as previously discussed in Executive Session meetings. The budget amount is eligible for future TXDOT grant reimbursement under the annual allocation of Non-Primary Entitlement (NPE grant) funds. Grant reimbursement is 90/10.			
Funding Source (budget code, if applicable): 64-400-2000			
Amount: \$41,815.00	Term of Impact: Multi-Year	Identified in Current Budget: No	
Additional Action Prompted: Mayor's Signature Budget Amendment Ordinance - First Reading			
If item previously considered, provide date and action by Commission: Staff has met in Executive Session to discuss Airport Development Projects. The City Commission authorized staff to proceed as discussed in Executive Session. The proposed agenda item is to amend the airport budget for expenses related to the project(s).			
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): Staff has met and presented the Airport Development project(s) and has received a recommendation supporting the proposed project(s).			
Elizabeth Walker Andrew Muñoz Mary Barrera Mike Perez		Created/Initiated Approved Approved Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			

Attachments, if any:
Ordinance 2017-55, O2017-45 Exhibit
Responsibilities upon Approval:

ORDINANCE 2017-55

AN ORDINANCE AMENDING ORDINANCE NUMBER 2017-37, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, FINDING NEED TO AMEND THE 2017-2018 MUNICIPAL BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2017-2018 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 2017-2018 Official Budget, adopted by Ordinance 2017-37, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of December 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19th day of December, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

Account	Dept	Division	Description	Expenditure	Revenue	Approval
Airport Fund						
64-400-2000	Revenue		Grant from TxDOT		41,815.00	
64-564-2100	Airport	Grant	Acquisition	41,815.00		
				41,815.00	41,815.00	
Impact on Fund Balance				-		



Standardized Agenda Request Form

Date of Meeting: December 19, 2017		Agenda Item No. (to be assigned by CSO): 2017-1427	
From:			
Subject: Discussion and consideration to terminate the Fire Service contract with the City of Progreso for fire protection services within the City of Progreso by the Weslaco Fire Department. Possible action. (Staffed by Fire Department.)			
Background: The City of Progreso and the city of Weslaco came into agreement for the city of Weslaco Fire Department to service the City of Progreso with fire service coverage due to city not having a contract and or coverage provided by the county contact with the county and were left without fire coverage. pass due invoices are as follow,			
INVOICE		AMOUNT	
08-2015 CITY OF PROGRESO		600.00	
09-2015 CITY OF PROGRESO		1,150.00	
10-2015 CITY OF PROGRESO		550.00	
11-2015 CITY OF PROGRESO		4,755.00	
12-2015 CITY OF PROGRESO		1,375.00	
01-2016 CITY OF PROGRESO		5,025.00	
02-2016 CITY OF PROGRESO		5,125.00	
03-2016 CITY OF PROGRESO		1,700.00	
04-2016 CITY OF PROGRESO		2,400.00	
05-2016 CITY OF PROGRESO		275.00	
06-2016 CITY OF PROGRESO		1,750.00	
07-2016 CITY OF PROGRESO		2,775.00	
08-2016 CITY OF PROGRESO		1,850.00	
09-2016 CITY OF PROGRESO		275.00	
10-2016 CITY OF PROGRESO		5,175.00	
11-2016 CITY OF PROGRESO		275.00	
12-2016 CITY OF PROGRESO		2,725.00	
01-2017 CITY OF PROGRESO		6,425.00	
02-2017 CITY OF PROGRESO		875.00	
03-2017 CITY OF PROGRESO		4,975.00	
04-2017 CITY OF PROGRESO		4,300.00	
05-2017 CITY OF PROGRESO		4,200.00	
Funding Source (budget code, if applicable):			
Amount:		Term of Impact:	
		Identified in Current Budget:	
Additional Action Prompted:			

Mayor's Signature	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:	
Advisory Review, if any (name of board/committee, date of action, recommendation):	
Elizabeth Walker Antonio Lopez Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments: Approved.	
Staff Recommendation:	
Attachments, if any:	
Responsibilities upon Approval:	



Delinquent Tax Collection Report
City of Weslaco
Period: October 2016 – September 2017

PerdueBrandonFielderCollins&MottLLP
ATTORNEYS AT LAW

2805 Fountain Plaza Blvd., Suite B
Edinburg, Texas 78539
956-631-4026
www.pbfcmlaw.com

PerdueBrandonFielderCollins&MottLLP

ATTORNEYS AT LAW

2805 Fountain Plaza Blvd., Suite B
Edinburg, Texas 78502
Office (956) 631-4026
Fax (956) 289-1023

December 19, 2017

City of Weslaco
Mr. David Suarez, Mayor
Mr. Jerry Tafolla, Mayor Pro-Term, District 4
Mr. Leo Muñoz, Commissioner, District 1
Mr. Greg Kerr, Commissioner, District 2
Mr. Jose “JP” Rodriguez, Commissioner, District 3
Mrs. Letty Lopez, Commissioner, District 5
Mr. Josh Pedraza, Commissioner, District 6
255 S. Kansas Ave
Weslaco, Texas 78596-0266

RE:	DELINQUENT TAX COLLECTIONS REPORT FOR THE PERIOD OF OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017
------------	---

Dear Mayor Suarez and City Commissioners:

The following is a brief overview of the collection activities of Perdue, Brandon, Fielder, Collins and Mott, LLP for the **City of Weslaco** for delinquent tax collections for the 2016-2017 fiscal year.

PRE-LITIGATION ACTIVITIES

PHONE CONTACTS

The City of Weslaco’s delinquent tax program is designed with an emphasis on working with the taxpayers to resolve their tax problems. Our *Call Center* personnel conduct address and phone number research so that actual personal contact can be made with the taxpayer. Since becoming the City’s delinquent tax attorney, our team of professional and courteous phone staff has handled **10,341** phone calls involving the City’s accounts during this reporting period.

MAILINGS

The City of Weslaco's delinquent tax program includes mailed, bi-lingual notices informing the taxpayers of their delinquency. During this reporting period, our Firm has mailed out **3,460** separate ***Notices of Delinquency***. This is in addition to the ***Specialized Notices*** generated from our McAllen office. Our mass mailings are coordinated with the Tax Office and are staggered to help avoid overwhelming the Tax Office with too many taxpayers at one time. The expense of mailing and postage is paid by our Firm.

PROPERTY INSPECTIONS

Property Inspections/Personal Visits are another important tool in the City of Weslaco's delinquent tax collection program. During this reporting period, our staff has conducted **167** property inspections/personal visits in the City. Our staff of professional and courteous Field Inspectors is trained to inform taxpayers of payment options and/or deferrals they may be eligible to receive.

PAYMENT AGREEMENTS

During this reporting period, our staff located and entered into payment agreements with **73** delinquent taxpayers which as of September 30, 2017 involve **\$75,428** in base tax owed to the City of Weslaco.

LITIGATION

When phone contacts, notices and/or personal visits do not generate the desired effect, our Firm actively pursues litigation. During this reporting period, our Firm has filed **185 Original Petitions/Interventions** involving claims, totaling **\$849,758** in base tax on behalf of the City.

However, our Firm's collection philosophy has never emphasized the filing of lawsuits as the primary means for maximizing collections. Indeed, we view the filing of litigation as a failure of the collection process because of the unnecessary and substantial expenses that it imposes on taxpayers without providing a benefit to the taxing entities. Our Firm emphasizes a personal approach to collections. This means that we take the time and make the effort to communicate one-on-one with taxpayers and fashion a payment arrangement that results in prompt payment to the City while being compassionate to the economically disadvantaged.

TAX SALES

TAX SALES

Our Firm's commitment in working with taxpayers towards a resolution of their tax problems is evident in the way we handle our tax sales. We formulate a list of potential properties that are ready to be placed in the tax sale. Our Tax Sales Department and Litigation Department work with these taxpayers to make payment arrangements prior to the tax sale, resulting in a savings of approximately \$750 per property for the taxpayer.

From October 1, 2016 through September 30, 2017, Perdue Brandon posted **30** properties for tax sale in which the City was owed delinquent taxes. The following is a synopsis of the results.

Payment Agreements / Paid in full	12	\$24,411
Struck Off Properties	10	\$48,328
Sold Properties	8	\$30,322

TAX RESALES

If there are no bidders on the property during a Tax Sale, it is then “struck off” to the taxing entity in trust for all participating taxing entities. During this reporting period, on December 6, 2016, **8** properties were identified and posted for the Public Sheriff’s Tax Resale, and all **8** of these properties sold. The following is a breakdown of the results of the tax resale during this reporting period and the amount the City receives

Sold	8	\$25,405
------	---	----------

FEDERAL COURT REPRESENTATION

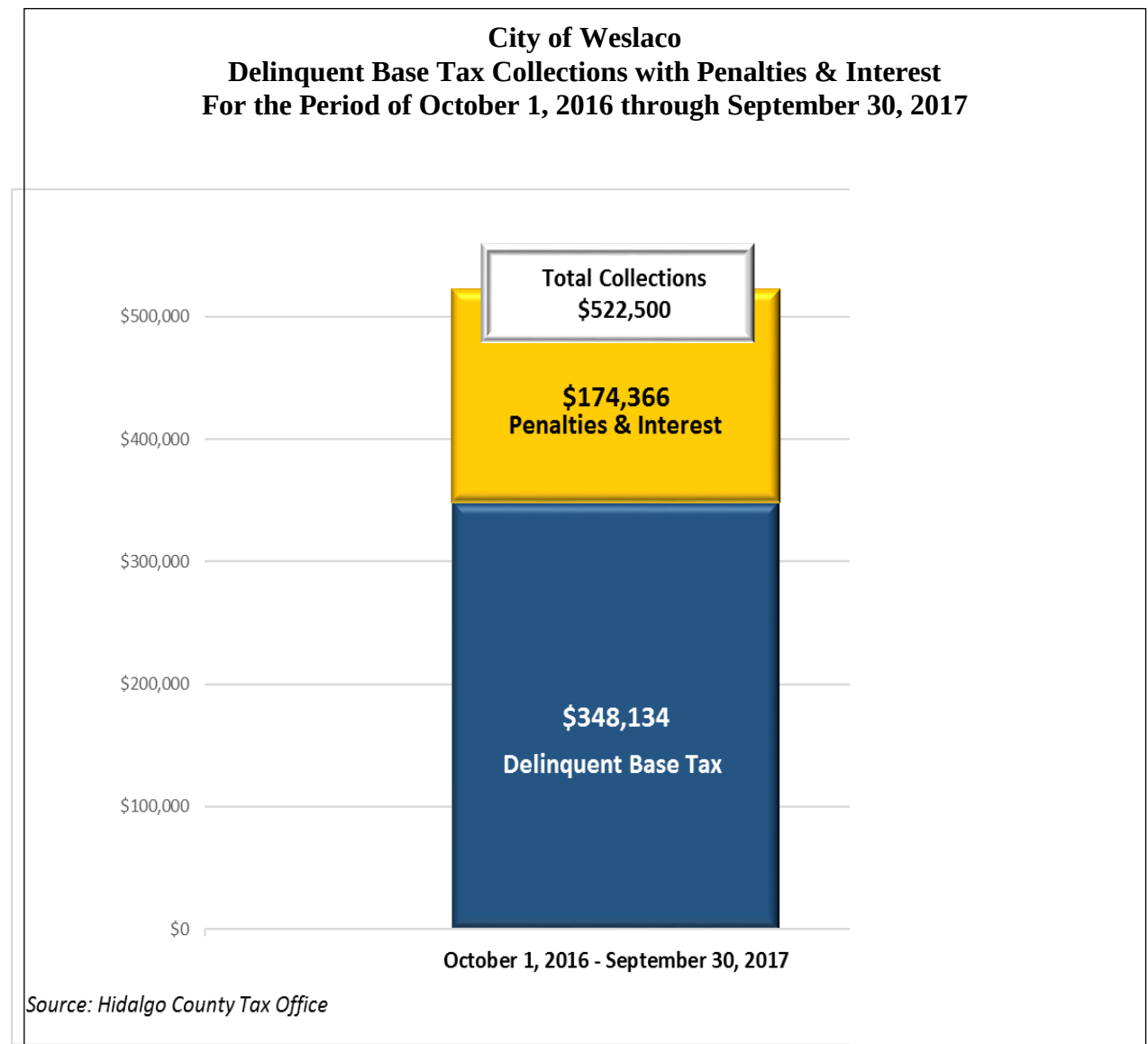
BANKRUPTCY

During this reporting period, our Firm has filed **13** new Proofs of Claim, involving more than **\$8,860** in base delinquent tax, in Federal Bankruptcy Court on behalf of the City of Weslaco, and we continue monitoring existing bankruptcy cases.

COLLECTIONS

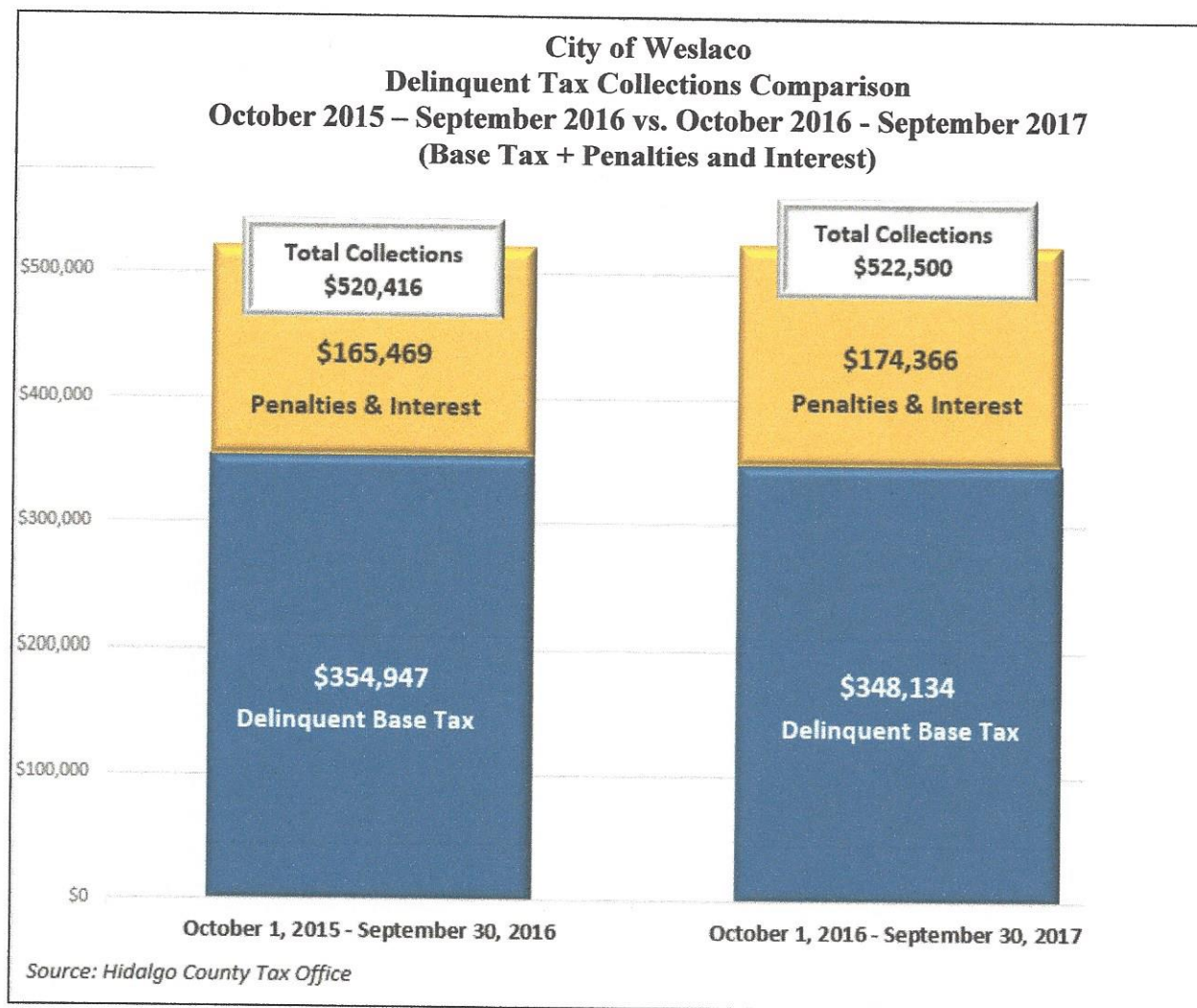
FISCAL YEAR 2016-2017 COLLECTIONS

Overall, our efforts have resulted in delinquent tax collections of **\$348,134** delinquent base tax for the 2016-2017 fiscal year. Additionally, our Firm has collected **\$174,366** in penalty and interest for the City of Weslaco for fiscal year 2014-2015, for a total of **\$522,500**. The following graph illustrates the City’s total delinquent tax collections thus far.



COLLECTION COMPARISON

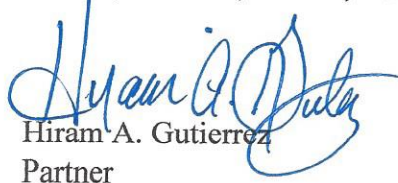
The following graph compares base tax in addition to penalties and interest collected for fiscal year 2015-2016 with base tax plus penalties and interest collected for fiscal year 2016-2017. We are proud to report, that for the 2016-2017 fiscal year City of Weslaco has seen an increase in its collections over the previous fiscal year.



Our Firm looks forward to assisting the **City of Weslaco** in its delinquent tax collection efforts and encourages any feedback and recommendations. Please feel free to contact our offices should you have any questions or require additional information.

Respectfully,

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.


Hiram A. Gutierrez
Partner