



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JUNE 7, 2022**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, June 7, 2022 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.

Pursuant to Texas Government Code Section 551.127, on a regular, non-emergency basis, the Weslaco City Commission may attend and participate in the meeting remotely by telephonic conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral Recognition.
Proclamation proclaiming the month of June as "Elder Abuse Prevention Month".
- E. Roll Call.

II. PUBLIC COMMENTS

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

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

III. CONSENT AGENDA

The following items are routine or administrative nature. The City Commission has been furnished with background and support material on each item, and/or it had been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual

consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

- A. Approval of the Minutes of the Regular Meeting on May 03, 2022 and May 17, 2022. (Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2022-16 to rezone 842 N. International also being a 6.17 acre tract of land out of Farm Tract 1030, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District, and authorize the Mayor to execute any related documents. (First reading held May 17, 2022; staffed by Planning & Code Enforcement Department.) Attachment.
 - 2) Ordinance 2022-17 for the Voluntary Annexation of Mid Valley Estates – being a 40.00 acre tract of land out of Farm Tract 715, West Tract Subdivision, Hidalgo County, Texas, located on the southwest corner of Mile 6 North and Mile 6 ½ West and authorize the Mayor to execute any related documents. (First reading May 17, 2022; staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Roger Whitaker for Hangar W-19 and approval of a Mid Valley Airport Ground Lease Agreement with Tenant Scott Fuller for Hangar W-19, and authorize the Mayor to execute any related documents. (Staffed by Airport Department.) Attachment.
- D. Approval of six-month extension for the Final Plat for Greener Pastures Mobile Home Subdivision PH II– being A 3.94 acre tract of land out of Lot 82,133,134,135 and 136, Greener Pastures Mobile Home Subdivision, Weslaco, Hidalgo County, Texas located approximately on Main Gate Drive and Corral Drive and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.) Attachment.
- E. Approval to apply for the FY22 Law Enforcement Agency De-Escalation Grants - Community Policing Development Solicitation Grant in an amount not to exceed \$250,000 with NO MATCH Required and NO RECURRING COST and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- F. Approval to apply for the FY22 School Violence Prevention Program Grant for an amount not to exceed \$500,000 with 25% local match and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- G. Approval to apply for the FY22 Preventing School Violence: BJA's Stop School Violence Program Grant for an amount not to exceed \$1,000,000 with NO MATCH REQUIRED and NO RECURRING FEES and authorize the Mayor to execute any

related documents. (Staffed by Police Department.)

- H. Approval to apply for the FY22 Implementing Crisis Intervention Teams - Community Policing Development Solicitation grant in the amount not to exceed \$350,000 with NO MATCH REQUIRED and NO RECURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- I. Approval to apply for the FY22 Supporting Law Enforcement Agencies in Seeking Accreditation - Community Policing Development Grant for an amount not to exceed \$250,000 with NO MATCH REQUIRED and NO RECURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

IV. OLD BUSINESS

- A. Discussion and review of a proposed Ordinance consolidating all general provisions regarding standards of appointed boards, committees and ad hoc committees and authorize the Mayor to execute any related documents. Possible action (There was no action on March 15, 2022; staffed by Interim City Manager.)
- B. Discussion and consideration to award the most advantages RFP No.: 2021-22-09 to a Collection Services for the municipal court delinquent accounts and authorize the Mayor to execute any related documents. Possible action. (This item was tabled March 15, 2022; staffed by Municipal Court.) Attachment.
- C. Discussion and consideration to approve solicitation of proposals from qualified insurance carriers for Group Health Insurance and authorize the Mayor to execute any related documents. Possible action. (There was no action on May 17, 2022; staffed by Human Resources Department.) Attachment.
- D. Discussion and consideration to approve solicitation of proposals from qualified insurance carriers for group Dental Insurance and authorize the Mayor to execute any related documents. Possible action. (There was no action on May 17, 2022; staffed by Human Resources Department.) Attachment.

V. NEW BUSINESS

- A. Discussion and consideration to approve the Final Plat for Shops at N Bridge— being a 10.657-acre tract of Farm Tract 39, The West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately on the southwest corner of U.S. Expy 83 & Bridge Ave and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- B. Discussion and consideration to approve Ordinance 2022-18 for the Voluntary Annexation of South Bridge Ranchettes – being a 25.45 acre tract of land out of Farm Tract 575, West Tract Subdivision, Hidalgo County, Texas, located on the northeast corner of Mile 5 North and South Bridge Ave and authorize the Mayor to execute any

related documents. First reading of Ordinance 2022-18. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

- C. Discussion and consideration to authorize the Interim City Manager to submit a request to Hidalgo County Precinct #1 to annex a portion of Mile 10 North Road between N. Texas Blvd & Mile 4 1/2 West Road pursuant to SB 374 for the future annexation of Gilberto Subdivision and authorize the Mayor to execute any related documents. Possible action (Staffed by Planning & Code Enforcement Department.) Attachment.
- D. Discussion and consideration to authorize staff to solicit proposals for Disaster Recovery Services; Debris Clearance, Removal, and Other Miscellaneous related services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Emergency Operations Center.)
- E. Discussion and consideration of Weslaco North Side Sports Complex Project Change Order No. 4 decreasing the contract amount by \$10,315.14 for a new contract sum of \$1,714,684.86 and authorizing the Mayor to execute any related documents. Possible action. (Staffed by the Parks & Recreation Department.) Attachment.
- F. Discussion and consideration on Final Payment No. 15 for work completed in the amount of \$4,468 and the release of retainage in the amount of \$85,734.24 for the Weslaco North Side Sports Complex Project as submitted by Celso Gonzalez Construction, Inc. and certified by Gignac Architecture in the amount of \$89,978.84 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.
- G. Discussion and consideration to authorize a potential facility expansion to the Boys and Girls Club of Weslaco to include any request for in-kind contributions and off-site engineering services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)
- H. Discussion and consideration to authorize an emergency purchase through TRANE'S Buy Board Contract #631-20 to replace and install one 30 ton air-cooled condensing unit at City Hall for an amount not to exceed \$42,240 from the building depreciation fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.
- I. Discussion and consideration to purchase a Chlorine Dioxide Control Cabinet from a sole source vendor at a price not to exceed \$42,922 budgeted through ARPA funds and authorize the Mayor to execute any related documents. Possible action. (Staffed by Inframark.) Attachment.
- J. Discussion and consideration to approve an increase to PO# 21-4459 from \$194,640 to \$201,540 for the purchase of 2023 Freightliner with Peterson Grapple Truck and authorize the Mayor to execute any related documents. Possible action. (Staffed by

Public Works Department.) Attachment.

- K. Discussion and consideration to solicit proposals for the capital financing of a 2023 Freightliner with Peterson Grapple Truck in the amount of \$201,540 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- L. Discussion and consideration to approve a one-year extension to existing contract agreements for three on-rotation construction material testing and geotechnical services companies and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.) Attachment.
- M. Discussion and consideration on Change Order No. 1 for the off-site construction by Castle Construction to install conduit and ground boxes for AEP underground electrical service to service both police and fire department projects. Possible action. (Staffed by Engineering Department.)
- N. Discussion and consideration to authorize solicitation of bids for street lighting improvements for the new fire and police stations project and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.) Attachment.

VI. REPORTS

- A. Barbara Jean Garza, President/CEO, Weslaco Area Chamber of Commerce & Visitor Center.
- B. Steve Valdez, Executive Director Weslaco Economic Development Corporation.

VII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the Interim City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Contract Negotiations – Discussion with the Interim City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code
- C. Contract Negotiations - Discussion with the Interim City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Police Union (Weslaco Municipal Police Association) as authorized by section §551.071 of the Texas Government Code.
- D. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Zoom Lotus as authorized by section §551.087 of the Texas Local Government Code.
- E. Legal Consultation - Consultation with City Attorney relating to 380 Agreement between City of Weslaco and SDI Weslaco Holdings, LLC. as authorized by section §551.071 of the Texas Government Code.
- F. Legal Consultation - Consultation with City Attorney regarding the Lease Agreement between the City of Weslaco and Weslaco Economic Development Corporation regarding rental space as authorized by section §551.071 of the Texas Government Code.
- G. Legal Consultation - Consultation with City Attorney regarding lawsuit *styled C-1678-22-A Christopher De Leon DBA De Leon Aircraft Maintenance Professional vs City of Weslaco and Andrew Munoz, Individually* as authorized by section §551.071 of the Texas Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. 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 3rd day of June 2022 on or before 5:00 pm and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

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

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

Removed from Bulletin Board	Date:	Initials:
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PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN".

“DE ACUERDO CON LA SECCION 30.06 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA OCULTA”.

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY".

“DE ACUERDO CON LA SECCION 30.07 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA A LA VISTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA A LA VISTA”.



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5064	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the City Secretary Department.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Elias Garza Jr., Calvary Christian Center Church, will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission updated as of MARCH 29, 2022			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5069	
From:			
Subject: Approval of the Minutes of the Regular Meeting on May 03, 2022 and May 17, 2022. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action of the regular meeting(s) on May 3 and May 17, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the City Secretary Department.			
Staff Recommendation: Approve.			
Attachments, if any: 220503 minutes draft, 220517 minutes draft			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
TUESDAY MAY 3, 2022**

On Tuesday, May 3, 2022, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

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

ABSENT: None

STAFF PRESENT:	Martin Garza	Interim City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Aida Vega, Deputy City Secretary, Vidal Roman, Finance Director, Omar Rodriguez, Parks & Recreation Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Joel Rivera, Police Chief, Luz Galindo, HR Director, Rosa Badillo, Municipal Court, Albert Aldana, City Engineer, David Arce, Deputy Public Works Director, Pete Garcia, Public Works Director, Arnold Becho, Library Director, Martin Vela, IT Director, George Quilantan, Inframark, Cristina Garcia, PIO and other staff members.

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 Thursday, April 29, 2022.

B. Invocation.

Pastor Basculo Castillo, Pave the Way Church led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the "Pledge of Allegiance and Texas Flag."

D. Mayoral Recognition.

Mayor Suarez recognized Juanita Maldonado on her accomplishments and award recipient of the Presidential Volunteer Award.

E. Roll Call.

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

II. PUBLIC COMMENTS

None.

III. PRESENTATION

A. Steve Valdez, Executive Director, Weslaco Economic Development Corporation.

Steve Valdez, Executive Director, stated summary leads had fourteen (14) new business creating four hundred (400) new jobs with a capital investment of \$16million for the city; went over ribbon cuttings held with the Chamber; groundbreaking along expressway scheduled for June with a tour of Clean Labels Food being scheduled.

B. Barbara Jean Garza, President/CEO, Weslaco Area Chamber of Commerce & Visitors Center.

Barbara Jean Garza, President/CEO, reported funds from Weslaco Hotel/Motel Tax used for advertising for the month was just over \$9,000; visitors for the month had 584 with 15 facility reservations; reported on upcoming events for Sabor de Weslaco on May 5, ribbon cuttings for Wake N Shake, Crumbl Cookies, Express Employment and Texas Farm Credit being scheduled and reported other events held was the Weslaco Job Fair had over 100 job seekers; La Cebollita Farmers Market had over 30 vendors and Mid-Valley Leadership Class coming to completion June 2022.

IV. CONSENT AGENDA

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

A. Approval of the Minutes of the Regular Meeting on April 19, 2022. (Staffed by City Secretary Department.)

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

1) Ordinance 2022-14 to rezone 211 S Milanos Road also being a 8.00 acre tract of land out of Farm Tract Six Hundred Thirty-One (631), West Tract Subdivision, Hidalgo County, Texas from R-1 One Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. (First reading held April 19, 2022; staffed by Planning & Code Enforcement Department.)

C. Approval of the inter-local contract with the Lower Rio Grande Valley Development Council to accept and appropriate grant award for the Regional Solid Waste Grant in the amount of \$24,375 approve a budget amendment as required and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

D. Approval of application to the South Texas Literacy Coalition free book distribution program; acceptance of books upon award and authorize the Mayor to execute any related documents. (Staffed by Library Department.)

Commissioner Rodriguez seconded by Commissioner Muñoz moved to approve consent agenda as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Following for the record is the ordinance caption.

ORDINANCE NO. 2022-14

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 211 S MILANOS RD. ALSO BEING A 8.00 ACRE TRACT OF LAND OUT OF FARM TRACT SIX HUNDRED THIRTY-ONE (631), WEST TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of April 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 3rd day of May 2022.

CITY OF WESLACO
/s/David Suarez, MAYOR

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

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

Mayor Suarez changed the order of the day and went to New Business item H. There was no objection.

VI. NEW BUSINESS

H. Discussion and consideration authorizing the City of Weslaco to submit a joint application with Hidalgo County for Congressional Earmark/Community Project Funding and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)

Martin Garza, Interim City Manager, recommended approval to ratify the submittal of a joint application with Hidalgo County for Congressional Earmark/Community Project Funding that Congressman Vicente Gonzalez has announced are available and stated Hidalgo County Commissioner David Fuentes was in attendance.

David Fuentes, Hidalgo County Commissioner Precinct 1, went over the proposed 3-mile roadway project for Mile 10 from FM1015 to Westgate that would include sidewalks on both sides of the

roadway with a dedicated bike lane; project would require a five-million-dollar local match; the joint application request to Congressman Gonzalez would be for a four-million-dollar grant to help reduce the local match required from the County and the City.

In response to Commissioner Muñoz and Mayor Pro Tem Pedraza, Commissioner Fuentes stated right-of-way has not been acquired (land) the design layout has been finalized, public hearings will be held to begin land acquisition and timeline for the project is 2-3 years; grant notification could take a year and all major intersections will have some type of security features to include traffic lights based on TXDOT guidelines.

Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved to approve to a joint application with Hidalgo County for Congressional Earmark/Community Project Funding as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez changed the order of the day and went to Executive Session. There was no objection.

VIII. EXECUTIVE SESSION

At 5:53 p.m. Commissioner Muñoz seconded by Commissioner Rodriguez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 6:26 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Contract Negotiations - Discussion with the Interim City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Police Union (Weslaco Municipal Police Association) as authorized by section §551.071 of the Texas Government Code.

No action.

C. Legal Consultation - Consultation with City Attorney relating to 380 Agreement between City of Weslaco and SDI Weslaco Holdings, LLC. as authorized by section §551.071 of the Texas Government Code.

No action.

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

Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved to approve a financial offer or other incentives for Project Steele as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez introduced item I New Business.

VI. NEW BUSINESS

I. Discussion and consideration to authorize staff to solicit Requests for Qualifications for grant assistance, environmental study and engineering design services for the Texas General Land Office CDBG-DR 2018 and 2019 Infrastructure Competitions and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Martin Garza recommended approval to authorize staff solicit qualifications for grant application, environmental study and engineering design services for the proposed Kansas and Los Torritos drainage project.

Mayor Suarez stated three commissioners and staff are normally selected as the ranking committee. Nominations from the Commission selected Commissioners Muñoz, Rodriguez, and Mayor Suarez and Interim City Manager assigned Andrew Munoz, Vidal Roman and Albert Aldana.

Commissioner Rodriguez seconded by Commissioner Muñoz moved to authorize staff to solicit Requests for Qualifications and approve the ranking committee as presented. The motion carried unanimously; Mayor Suarez was present and voting.

V. OLD BUSINESS

A. Discussion and consideration to amend the Personnel Policies of the City of Weslaco for On-Call Pay in adherence to FLSA overtime provisions and authorize the Mayor to execute any related documents. Possible action. (There was no action on March 15, 2022; staffed by Human Resources Department.)

Luz Galindo, Human Resources Director, stated an audit by the Department of Labor (DOL) showed findings that the city was non-compliance as to how on-call pay was done; staffed reviewed city policy on overtime wages for on-call employees; presented a summary of changes previously presented and included the calculation method for overtime wages accepted by the DOL and will have the city in compliance. Staff recommended approval to amend the Personnel Policies of the City of Weslaco for On-Call Pay regarding overtime provisions.

Mayor Pro Tem Pedraza seconded by Commissioner Rodriguez moved to approve and amend the Personnel Policies of the City of Weslaco for On-Call Pay in adherence to FLSA overtime provisions as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration on request to amend the Weslaco Economic Development Corporation Articles of Incorporation and By-Laws regarding unexpired terms and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Economic Development Corporation.)

Steve Valdez stated the Articles of Incorporation nor Bylaws of the EDC are clear or specific on when a member is appointed to fill a vacancy of an unexpired term if it is considered as serving a full term. The Weslaco Economic Development Corporation Board met and approved to amend the Articles of Incorporation and By-Laws to allow a board director the opportunity to serve for a full six (6) years from the date that he or she is appointed. Staff recommended approval.

Commissioner Kerr seconded by Commissioner Muñoz moved to approve and amend the Weslaco Economic Development Corporation Articles of Incorporation and By-Laws as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration on presentation of the financials for the General, Water/Wastewater, Solid Waste and Airport funds for the period ending March 31, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman, Finance Director, presented the financial positions for the General, Water/Wastewater, Solid Waste and Airport as follows; General fund had a net surplus of \$5.7M excess of revenues over expenditures and will go to the unassigned fund balance and attributed to the collection of property taxes and has a strong number of working capital days; Water fund had a change in fund equity in net position of a positive \$295,634; Wastewater fund had a deficit of \$1.1million as a result of bond payments but stated the water/wastewater combined funds had excess revenues of over \$1million and the number of working days decreased from -130 days to -70 days; Solid Waste fund net change in fund equity reflects a negative of \$377,000 as a result of payments for equipment due, brush collection for a 6 month period had a positive \$302,000 and a combined net deficit (residential/commercial) of \$75,000; Airport fund still reflects a negative net change of \$720,077 and remarked it should become a positive change by the end of the year due to hanger rentals and fuel sales. Staff recommended approval to accept and file the financials for the period ending March 30, 2022, as presented.

Commissioner Kerr seconded by Commissioner Lopez moved to accept and file the General, Water/Wastewater, Solid Waste and Airport funds financials for the period ending March 31, 2022, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve the Quarterly Investment Report for the period ending March 31, 2022 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman reported total deposits and investment was \$48,900; cash on deposit went from \$16million to \$41million because of a better interest rate offered from the bank but advised the commission because of hidden activity fees from the bank staff will be transferring funds back to Tex-Pool and stated interest increased from \$12,000 to \$18,000. Staff recommended to accept and file the Quarterly Investment Report for the period ending March 31, 2022, as presented.

Commissioner Muñoz seconded by Mayor Pro Tem Pedraza moved to accept and file the Quarterly Investment Report for the period ending March 31, 2022, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration on Ordinance 2022-15 adopting a mid-year budget amendment and authorize the Mayor to execute and related documents. First reading of Ordinance 2022-15. Possible action. (Staffed by Finance Department.)

Vidal Roman reported on the budget amendments for revenues and expenditures in the general fund advising the expenditures in the police department was the most significant change because grants awarded have not been received and reconciled; the water fund had a positive impact of \$2,000 and wastewater had a negative impact \$467,000 due to large expenditures of repairs for manholes; presented the Solid Waste fund noting the residential and commercial activity will become stand-alone line items to allow true reporting of numbers; stated adjustment was made to reflect a revised budget for residential to \$1.8million and commercial is \$2.6million; expenditures of large equipment for start-up operations were identified; Airport Fund had a positive impact of \$104,000 as a result of increased fuel sales and hangar rentals. Staff recommended approval adopting Ordinance 2022-15.

In response to Commissioner Farias, staff stated the negative adjustment in revenue for the ambulance fees was based on collections to date versus last year's collections that was much higher, and the original budgeted amount for revenues may not be met and being cautious for reporting purposes.

In response to Mayor Suarez, the Finance Director stated projected revenues budgeted was \$1.4million and if not met would have an impact on the apparatus replacement fund; a cause for the shortage could be attributed that only billing is occurring with QuickMed Claims. Chief Lopez stated discussions with QuickMed Claims found there was no language in the agreement for collections of private pay that makes up a large portion of the projected revenues and will be meeting with the Finance Department and City Manager to determine how to proceed further for private pay collections.

Commissioner Kerr seconded by Commissioner Lopez moved to approve Ordinance 2022-15 adopting a mid-year budget amendment as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Suarez departed the meeting at this time and Mayor Pro Tem Pedraza chaired the meeting.

E. Discussion and consideration to award Buyboard vendor Precision Pump Systems for a new 8" Gorman Rupp pump for lift station 12 for an amount not to exceed \$24,188 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from vote and discussion.

David Arce, Deputy Public Works Director, stated currently there are two 6" pumps and are undersized at Lift Station #12; requested to remove one pump and supplement with the purchase

an 8" Gorman Rupp T8A3S-B Pump that will increase flow to the North Wastewater Plant. Staff recommended the purchase from buyboard vendor Precision Pump. Staff will install the pump, along with upgrading some electrical services to accommodate the pump and monies were from the American Rescue Plan Act.

Commissioner Muñoz seconded by Commissioner Lopez moved to award Buyboard vendor Precision Pump Systems for a new 8" Gorman Rupp pump for an amount not to exceed \$24,188 as presented. The motion carried; Commissioner Farias abstained; Mayor Pro Tem Pedraza was present and voting.

F. Discussion and consideration to submit a Letter of Intent to the Knapp Community Care Foundation for an amount not to exceed \$750,000 for a new swimming pool and authorize the Mayor and Interim City Manager to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Omar Rodriguez, Parks and Recreation Director, stated staff was directed to pursue development and funding for a new city swimming pool; engaged PR&S Consulting (Sally Gavlik) to assist the City with grant submissions; Knapp Community Care Foundation (KCCF) is seeking "Letters of Intent" for projects to be considered for their 2022 funding cycle; a proposed swimming pool budget is \$1.5 to \$3.5 million and recommended a funding budget of \$ 500,000 - 1,500,000 from the city for FY 2022-23; request from Knapp Community Care Foundation Grant \$ 250,000 - 750,000; request from Valley Baptist Legacy Foundation \$ 250,000 - 500,000 and request from Texas Parks & Wildlife Non-urban Outdoor Grant \$500,000 - 750,000. Staff recommended approval to submit a Letter of Intent to the Knapp Community Care Foundation for an amount not to exceed \$750,000 that is due May 13, 2022, and will pursue the other grants mentioned by deadlines with the assistance of the consultant.

In response to the Commission, location site for grant purposes would be the corner of Bridge and Business 83 (former Public Works site) that is 6 to 8 acres; change in location would not jeopardize the grant request to Knapp Community Care Foundation but location and surrounding amenities such as walking trails and parks would have more favorable points with the other agencies. Mayor Pro Tem Pedraza recommended staff be vigilant for other locations that would increase points to a grant application and possibly have several grant awards because of the location.

Commissioner Kerr seconded by Commissioner Lopez moved to submit a Letter of Intent to the Knapp Community Care Foundation for an amount not to exceed \$750,000 for a new swimming pool as presented. The motion carried unanimously; Mayor Pro Tem Pedraza was present and voting.

G. Discussion and consideration to submit a Letter of Support to WISD- Weslaco High School for a grant submission to the Knapp Community Care Foundation for a Music Playscape at Gibson Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Omar Rodriguez stated Weslaco High School Family and Consumer Sciences Education Family, Career and Community Leaders of America adopted Gibson Park; raised over \$200,000 in funds to rehabilitate the park from fundraisers and grant awards throughout the year; submitting a grant

to Knapp Community Care Foundations of an amount up to \$25,000 for a Musicscape (procession instruments to offer a musical component to the park). The City would provide demolition of equipment, site preparation for the instruments and students would aid in design and installation. Staff recommended approval to submit a letter of support of the project.

In response to Commissioner Farias, no playscape equipment would be removed but may be relocated within the park closer to the nature center.

Commissioner Farias seconded by Commissioner Muñoz moved to submit a Letter of Support to WISD-Weslaco High School for a grant submission to the Knapp Community Care Foundation for a Music Playscape at Gibson Park as presented. The motion carried unanimously; Mayor Pro Tem Pedraza was present and voting.

J. Discussion and consideration to approve ERO Amendment #3 Professional Services Agreement AIA G808-2017 in an amount not to exceed \$16,349.92 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Martin Garza, Interim City Manager, recommended approval of the increase in the architecture and engineering fee due to acceptance of the final approved construction bids from the two general contractors for the police with municipal court and fire project advising previous commission action approved an amendment to the Professional Services Agreement with ERO that permitted this.

Commissioner Kerr seconded by Commissioner Lopez moved to approve ERO Amendment #3 Professional Services Agreement AIA G808-2017 in an amount not to exceed \$16,349.92 as presented. The motion carried unanimously; Mayor Pro Tem Pedraza was present and voting.

VII. REPORTS

A. Construction Report - New Police Department and Municipal Court

Omar Rodriguez stated notice to proceed was issued October 18, 2021, to Gerlach Builders; to date forty-five rain days reported; 27.2% complete with monies paid to date at \$2,557,138 and went over arials of activity for the police department.

B. Construction Report - New Downtown Fire Station No. 2.

Omar Rodriguez stated notice to proceed was issued October 18, 2021, to Tri-Gen Construction; 54.1% complete with monies paid to date at \$1,621,955 and went over activity for the project that included installation of apparatus bay insulation and metal roofing panels, brick work, plastering and texture of walls and concrete driveways.

IX. ADJOURNMENT

Commissioner Muñoz seconded by Commissioner Farias moved to adjourn the meeting of May 3, 2022, at 7:14 p.m. The motion carried unanimously; Mayor Pro Tem Pedraza was present and voting.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
MAY 17, 2022**

On Tuesday, May 17, 2022, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	Josh Pedraza
	Commissioner	Greg Kerr
	Commissioner	J.P. Rodriguez
	Commissioner	Leo Muñoz
	Commissioner	Letty Lopez
ABSENT:	Commissioner	Adrian Farias
STAFF PRESENT:	Martin Garza	Interim City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Aida Vega, Deputy City Secretary, Vidal Roman, Finance Director, Omar Rodriguez, Parks & Recreation Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Joel Rivera, Police Chief, Luz Galindo, HR Director, Rosa Badillo, Municipal Court, Albert Aldana, City Engineer, David Arce, Deputy Public Works Director, Pete Garcia, Public Works Director, Arnold Becho, Library Director, Martin Vela, IT Director, George Quilantan, Inframark, Cristina Garcia, PIO and other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, May 13, 2022.

B. Invocation.

Pastor Church led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the "Pledge of Allegiance and Texas Flag."

D. Mayoral Recognition.

Mayor Suarez recognized Yadira Elizabeth Ramos Day, recognized Larissa Nicole Rodriguez as award recipient of the Presidential Volunteer Award and recognized the month of May as “Mental Health Awareness Month”.

E. Roll Call.

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

II. PUBLIC COMMENTS

Nina Torkelson, 1601 S. Border Ave., resident and a Parks Advisory Board Member, thanked the commission for their leadership; commented on the amenities in Weslaco but the absence of a public swimming pool is a deficit highlighted in the Parks Master Plan; a swimming pool is good for the health of the community, for the local economy and quality of life will be enhanced by having a pool that will lure residential growth and requested a pool construction be a priority as outlined in the Parks Master Plan.

III. PUBLIC HEARING

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

A. To solicit input on behalf of AEC Engineering to rezone 842 N. International also being a 6.17-acre tract of land out of Farm Tract 1030, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District.

No comments.

B. To solicit input on behalf of Ayvaz Pizza to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer’s On-Premise Permit at 623 W Business 83, also being Lot 5-8, West Tract Subdivision Weslaco, Hidalgo County, Texas.

No comments.

C. To solicit input on behalf of Ayvaz Pizza to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer’s On-Premise Permit at 1302 N Texas Blvd., also being Block 1, Lot 3, Wal-Mart Subdivision Weslaco, Hidalgo County, Texas.

No comments.

Commissioner Kerr seconded by Commissioner Lopez moved to close the public hearing at 5:51 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

IV. CONSENT AGENDA

The following items are routine or administrative nature. The City Commission has been furnished with background and support material on each item, and/or it had been discussed at a previous meeting. All items will be

acted upon by one vote without being discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

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

1) Ordinance 2022-15 adopting a mid-year budget amendment and authorize the Mayor to execute and related documents. (First reading held May 3, 2022; staffed by Finance Department.)

B. Approval to accept FY22 Border Zone Fire Departments (BZFD) Grant Award #4391301 in the amount of \$78,735.25 with NO MATCH and no RECURRING costs to purchase two off-road wildland firefighting UTVs and authorize the Mayor to execute any related documents (Staffed by Fire Department.)

C. Approval of a six-month extension for the Final Plat for Vaquero Estates Phase V—being a re-subdivision of 86.961 acres being all of farm tract 1072 and out of Farm Tract 1065, 1066 & 1071, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on FM 1015 & Mile 11 North and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

D. Approval of six-month extension for the Final Plat for Bridge Crossing Ph II—being a re-subdivision of 16.273 acres being part or portion out of farm tract 744, The West And Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 1370 ft east of the intersection of 18th St & mile 5 ½ and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

E. Approval to renew the application for participation in the annual Texas Law Enforcement Support Office (LESO) program and authorize the Mayor to execute any related documents (Staffed by Police Department.)

F. Approval to renew the lease with Weslaco Youth Football League for the "Summer Flag & 7 on 7 Football" program at Harlon Block Sports Complex as requested from May 30, 2022 through July 2, 2022 and authorize the Mayor to execute any related documents. (Staffed by the Parks and Recreation Department.)

G. Approval of Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Air Methods Corporation for Hangar E-30 and authorize the Mayor to execute any related documents. (Staffed by Airport.)

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve consent agenda as presented. The motion carried unanimously; Mayor Suarez was present and voting.

V. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of AEC Engineering on Ordinance 2022-16 to rezone 842 N. International. Also being a 6.17 acre tract of land out of Farm Tract 1030, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-

family dwelling district to R-2 Duplex and Apartment District, and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-16. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated six property owners were notified with no objection received; applicant proposing apartments and duplex type use and is part of a larger development located along the SE corner of FM 1015/ International Blvd and E Pike Blvd that will include 206 apartments, a series of townhomes and commercial use along FM 1015. The Planning and Zoning Commission and staff recommended approval as use conforms with the 2040 Land Use Map and existing surrounding land use.

Commissioner Kerr seconded by Commissioner Muñoz moved to approve on Ordinance 2022-16 to rezone 842 N. International from R-1 One-family dwelling district to R-2 Duplex and Apartment District. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Ayvaz Pizza to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's On-Premise Permit at 623 W Business 83, also being Lot 5-8, West Tract Subdivision Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated ten property owners were notified with no objection received; location is one of two existing Pizza Hut that has recently changed ownership and the change by regulations of the the Texas Alcoholic Beverage Commission requires a new license. The Planning & Zoning Commission and staff recommended approval of the conditional use permit.

Commissioner Rodriguez seconded by Mayor Pro Tem Pedraza moved to approve the Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's On-Premise Permit at 623 W Business 83 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Ayvaz Pizza to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's On-Premise Permit at 1302 N Texas Blvd., also being Block 1, Lot 3, Wal-Mart Subdivision Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated thirteen property owners were notified with no objection received; a change in ownership requires a new license as mentioned in the previous item. The Planning & Zoning Commission and staff recommended approval of the conditional use permit.

Commissioner Kerr seconded by Commissioner Lopez moved to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's On-Premise Permit at 1302 N Texas Blvd. as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve the Final Plat for the District North Weslaco Ph. II Subdivision– being 39.988 acres out of Farm Tract 179, BLK 160, West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately on the southeast corner of

Mile 5 ½ W & Mile 11 N. Rd and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed fifty-four (54) lot subdivision outside city limits that will be residential development; serviced with water by the North Alamo Water Supply and sewer through On-Site Sewage Facility (OSSF); applicant requested variance for OSSF as the nearest sanitary sewer is one mile south of the development a variance to allow off-site drainage that will be captured within the adjacent ditch located to the east. Developer has submitted letters of support from the drainage and irrigation district. The Planning and Zoning Commission recommended approval; staff recommended approval with compliance with the ordinance on the variances.

Mayor Pro Tem Pedraza seconded by Commissioner Kerr moved to approve the Final Plat for the District North Weslaco Ph. II Subdivision with variances as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and re-consideration to approve the Final Plat for Pleasant View Village Subdivision– being a 8.55 out of Farm Tract 709, Block 136, The West and Adams Tracts, Weslaco, Hidalgo County, Texas Located approximately 1,300 ft South of Business 83 & Pleasantview Dr and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated previous commission action in 2021 approved the final plat and was the first for development for an R-4 district (narrow lots); developer requested a variance to allow a 5' rear setback instead of the required 15' because the average depth of the lots being 67' parking requirements and the required rear setback would be difficult to comply with. Staff stated previous City Commission and Planning & Zoning action have approved 10' rear setbacks in multi-family zones and if approved could be setting a precedent. The Planning & Zoning Commission recommended a 10' rear setback; staff recommended approval and compliance with the ordinance for the variance request.

Commissioner Kerr seconded by Commissioner Lopez moved to approve the Final Plat for Pleasant View Village Subdivision with a variance for the rear setback of 10-feet as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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

Rebekah de la Fuente stated the final plat was previously approved by City Commission June 15, 2021, as a public subdivision; developer requested to convert the subdivision to a private gated subdivision. The Planning and Zoning Commission and staff recommended approval and stated the final plat has been changed as private development.

Commissioner Kerr seconded by Commissioner Muñoz moved to approve re-consideration of the Final Plat for Ten Fifteen Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to approve Ordinance 2022-17 for the Voluntary Annexation of Mid Valley Estates – being a 40.00-acre tract of land out of Farm Tract 715, West Tract Subdivision, Hidalgo County, Texas, located on the southwest corner of Mile 6 North and Mile 6 ½ West and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-17. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the proposed development is outside city limits; serviced with water and sewer by the city; developer has initiated a buyout from NAWSC and MHWSC to allow the city to service the development; development will be a mixed development of one-family residential lots and apartments. The Planning and Zoning Commission and staff recommended approval as the annexation is contiguous to the existing city limits line.

Commissioner Muñoz seconded by Commissioner Lopez moved to approve Ordinance 2022-17 for the Voluntary Annexation of Mid Valley Estates as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to approve the construction of a cementitious manufacturing factory located at 615 E. Business 83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the Zoning Ordinance stipulates Industrial District requires Planning and Zoning Commission and City Commission approval; applicant proposes a cementitious manufacturing company at the old McManus property and considered industrial use; applicant will have measures in place to capture dust through a collection system and the product manufactured is eco-friendly; will be obtaining a railroad spur off of Nevada Street to reduce impact on Airport and Bus 83 as main source of transportation will be railroad and will dedicate an additional 15' of right-of-way in accordance with the Hidalgo County MPO Map. The Planning and Zoning Commission and staff recommended approval.

Commissioner Kerr seconded by Commissioner Lopez moved to approve the construction of a cementitious manufacturing factory located at 615 E. Business 83 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to approve solicitation of proposals from qualified insurance carriers for Group Health Insurance to include EAP (employee assistance program) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.)

Interim City Manager, Martin Garza stated no action for this and the subsequent item J.

J. Discussion and consideration to accept renewal of the group Dental Insurance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

No action.

K. Discussion and consideration on Resolution 2022-27 adopting the updated Parks, Recreation, and Open Space Masterplan and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Parks & Recreation Department).

Omar Rodriguez, Parks and Recreation Director, stated the parks master plan was adopted in 2007 and 2016 and should be updated every five years; city hired Consultant, Sally Gavlik to assist in updating the Parks and Recreation Open Space Masterplan.

Ms. Gavlik stated input from online survey (1,200), two community focus group and parks board meetings were held; presented the priority listing commenting the needs did not differ from the priority list of 2016 aside from the swimming pool ranking as three. The Parks Advisory Board recommended approval with a change of description from “swimming pool” (item 3) to reflect “recreational pool”. Staff recommended approval of Resolution 2022-27 adopting the updated Parks, Recreation, and Open Space Masterplan.

Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved to approve Resolution 2022-27 adopting the updated Parks, Recreation, and Open Space Masterplan as presented. The motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration to submit a letter of support to the United States Department of Transportation for the International Bridge Trade Corridor (IBTC) Project located in Hidalgo County, Texas, for funding under the INFRA/MEGA Grant Program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)

Martin Garza recommended approval on a letter of support for the International Bridge Trade Corridor (IBTC) Project that would be a corridor of roadway improvements to include the cities of Pharr, Alamo, and Donna for better vehicular flow at international ports of entry and improve local and regional transportation needs.

Commissioner Kerr seconded by Commissioner Lopez moved to approve a letter of support to the United States Department of Transportation for the International Bridge Trade Corridor (IBTC) Project as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to approve Resolution 2022-28 in support of the funding application for the proposed Weslaco Pedestrian Connection 2022 Project through Section 5310 Grant Program by the Lower Rio Grande Valley Development Council and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)

Martin Garza stated the Resolution supports a project to enhance pedestrian connectivity with the construction of sidewalks and ADA pedestrian improvements on North Bridge Street between Pike Blvd and US Business 83; the project would provide connections to existing sidewalks, park, and schools as well as the future swimming pool. Staff recommended approval of the Resolution to apply for a grant from the 5310 Grant Program by the Lower Rio Grande Valley Development Council in the amount of \$500,000 with a local match of \$100,000.

Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved to approve Resolution 2022-28 in support of the funding application for the proposed Weslaco Pedestrian Connection 2022 Project through Section 5310 Grant Program by the Lower Rio Grande Valley Development Council as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration on request from the Leadership Mid Valley Class XVI to place benches in the Weslaco Downtown area and authorize the Mayor to execute any related documents. Possible action. (Staffed by Interim City Manager.)

Maggie Perez, Grant Writer, represented the Leadership Mid Valley Class XVI on the request to add benches to the downtown area from funds raised by the leadership class and locations of benches are being determined. Staff recommended approval.

Mayor Pro Tem Pedraza seconded by Commissioner Rodriguez moved to approve request from the Leadership Mid Valley Class XVI to place benches in the Weslaco Downtown area as presented. The motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration to reject the sole-bid received for RFB 2021-22-26 in the amount of \$73,100 from FSG for the Weslaco Street Poles Banner Project and authorization to re-bid the project and authorize the Mayor to execute any related documents. Possible action (staffed by the Engineering Department.)

Albert Aldana, City Engineer, stated one bid was received, reviewed, and tabulated from FSG and overbudget stating the bid price for conduit was considerable. The City Engineer recommended the bid be rejected and approve to re-advertise.

Commissioner Rodriguez seconded by Commissioner Muñoz moved to reject the bid received from FSG for the Weslaco Street Poles Banner Project and approved to re-bid the project, as presented. The motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration to approve the price increase for the purchase of an aeration blower for the North Wastewater Treatment Plant from \$305,700 to \$386,390, a previously approved sole-source purchase from Howden Roots, LLC and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)

Albert Aldana stated on April 5, 2022, the commission approved a sole-source purchase of an aeration blower at a cost of \$305,700.00; staff contacted vendor to place the order and informed cost had increased citing global supply issues on material costs; updated cost proposal was now \$350,400.00 and valid until May 31, 2022; vendor presented options to replace old valves (expansion joints) that may not be operational where the old inoperable blower is for a cost of \$24,490.00 and an option to perform a class I service to the blower that is presently in operation at a cost of \$11,500.00. Staff recommend approval to accept the price increase and both options presented for existing equipment to avoid future price increase for a total purchase cost of \$386,390.00.

In response to Commissioner Muñoz, staff indicated the purchase of aeration blower is cost effective versus having to retrofit the existing equipment. George Quilantan, Inframark, stated the

vendor is the original manufacture of the equipment and the most knowledgeable and offered a twelve-month warranty.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve to the price increase for the purchase of an aeration blower for the North Wastewater Treatment Plant from \$305,700 to \$386,390 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Q. Discussion and consideration to purchase a 2'-24' Magna rotor/50hp Blades with fasteners from sole source providers at a price not to exceed \$48,000 and authorize the Mayor to execute any related documents (ARPA funding). Possible action. (Staffed by Finance/Inframark.)

Vidal Roman, Finance Director, recommended approval from sole source Lakeside Equipment Corporation stating constant usage of equipment has caused the need of replacement of the rotor blades at the water and wastewater treatment plants and funds will be from the American Rescue Plan Act (ARPA).

Commissioner Kerr seconded by Commissioner Lopez moved to approve purchase a 2'-24' Magna rotor/50hp Blades with fasteners from Lakeside Equipment Corporation at a price not to exceed \$48,000 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

R. Discussion and consideration of purchasing and installation of a new rotor on the South Wastewater Treatment Plant to the lowest quote not to exceed \$27,800 and authorize the Mayor to execute any related documents (ARPA funding). Possible action. (Staffed by Finance/Inframark.)

Vidal Roman stated at the South Wastewater Treatment Plant replacement of equipment is necessary for continued operations because of age and usage and avoid violations with the regulatory agencies. Staff recommended approval for the purchase and installation of new rotor blades to Texas Machine Shop the lowest quote.

Mayor Pro Tem Pedraza seconded by Commissioner Lopez moved to approve purchasing and installation of rotor blades to Texas Machine Shop not to exceed \$27,800 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. REPORTS

A. Report by Inframark

George Quilantan, Inframark, reported for the month of April water treatment plant treated 192.37 million gallons of water with a daily average of 6.4mgd; North wastewater plant treated 626.4-million-gallons of water with a daily average 2.31 mg; repairs to rotor motor, belt press gearbox and clarifier were done; South Wastewater Plant treated 51.1 million gallons of water with a daily average 1.77 mg; repairs to clarifier baffle and rotor #1 done; Lift Station #2 received a new pump and installed; reported on electrical issues for Lift Stations # 42, 26, 18 and touched on the ongoing projects at the water/wastewater treatment plants.

VII. EXECUTIVE SESSION

At 6:41p.m. Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:16 p.m. Mayor Suarez stated 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 Interim City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.

No action.

B. Contract Negotiations - Discussion with the Interim City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Police Union (Weslaco Municipal Police Association) as authorized by section §551.071 of the Texas Government Code.

No action.

C. Legal Consultation - Consultation with City Attorney regarding compromise and settlement with Frank Montalvo as authorized by section §551.071 of the Texas Government Code.

Commissioner Muñoz seconded by Commissioner Kerr moved to approve the compromise and settlement agreement with Frank Montalvo and authorize the Interim City Manager to administratively approve and accept future payments less than \$2,500. The motion carried unanimously; Mayor Suarez was present and voting.

IX. ADJOURNMENT

Mayor Pro Tem Pedraza seconded by Commissioner Muñoz moved to adjourn the meeting of May 17, 2022, at 7:17 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5445	
From:			
Subject: Ordinance 2022-16 to rezone 842 N. International also being a 6.17 acre tract of land out of Farm Tract 1030, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District, and authorize the Mayor to execute any related documents. (First reading held May 17, 2022; staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartment District. Six (6) property owners within 200 feet of the applicant's property were notified by letter on April 22, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on April 18, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone request based on the 2040 Land Use Map and the surrounding land use at their regular meeting of May 4, 2022			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approved as recommended by Staff and the Planning and Zoning Commission.			
Staff Recommendation: Staff recommends approval based on 2040 land use map and surrounding land use.			
Attachments, if any: Rezone-842 N International- Memo, 842 N International- rezone, 842 N International, O2022-16 842 N International- Ordinance (1)			

Responsibilities upon Approval:

Staff will advise the applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 842 N International Blvd

DATE: May 10, 2022

The property owner is proposing an apartment & duplex type use for this located. This property was part of a larger development located along the SE corner of FM 1015/ International Blvd and E Pike Blvd. The overall development will be presented in three (3) phases which will include 206 apartments, a series of townhomes and a larger commercial attract along FM 1015. The proposed use is in compliance with the 2040 Land Use Map and conforms the existing surrounding land use. No petitions were received for or against this item.

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

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

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

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

FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned: 6.17 acres out of Farm Tract 1030, West And Adams Tract Subd.

Lot Farm Tract 1030 Block _____

Subdivision Name West And Adams Tract

Street Address South side of Mile 8 (E. Pike Blvd.), approx. 710 feet east of Intl. Blvd. (F.M. 1015)

Existing Zoning R1 Existing Land Use Vacant/Agriculture

Proposed Zoning R2 Proposed Land Use Apartments

- ☒ \$305.00 non-refundable filing fee.
- ☒ Detailed dimensioned site plan/map must be submitted with this request.
- ☒ Survey and metes and bounds if the legal description is a portion of a lot.
- ☒ City and school tax receipts attached.
- ☒ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name AEC Engineering, L.L.C. Carlos Garza, P.E. Phone (956) 380-6558

Address P.O. Box 480 Fax: (956) 380-6110

City Edinburg State TX Zip Code 78540 E-Mail: aecengineering.net
carlos@aecengineering.net

OWNER

Name Miguel Brito Phone (956) 540-5557

Address 2015 N. Shary Rd., Suite 2 Fax: _____

City Mission State TX Zip Code 78572 E-Mail: britoconstruction.com

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

Signature _____ Date _____

Owner

Signature Carlos Garza, P.E. Date 03-29-2022

Applicant

Signature _____ Date _____

Authorized Agent

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

PLANNING DEPARTMENT

April 22, 2022

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, May 4, 2022, at 5:30pm and the City Commission will also hold a public hearing on May 17, 2022, at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue

Members of the public who wish to participate in Public Hearing on an agenda item must send their name, address, and phone number via email to karevalo@weslacotx.gov by 12:00 pm on May 4, 2022. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

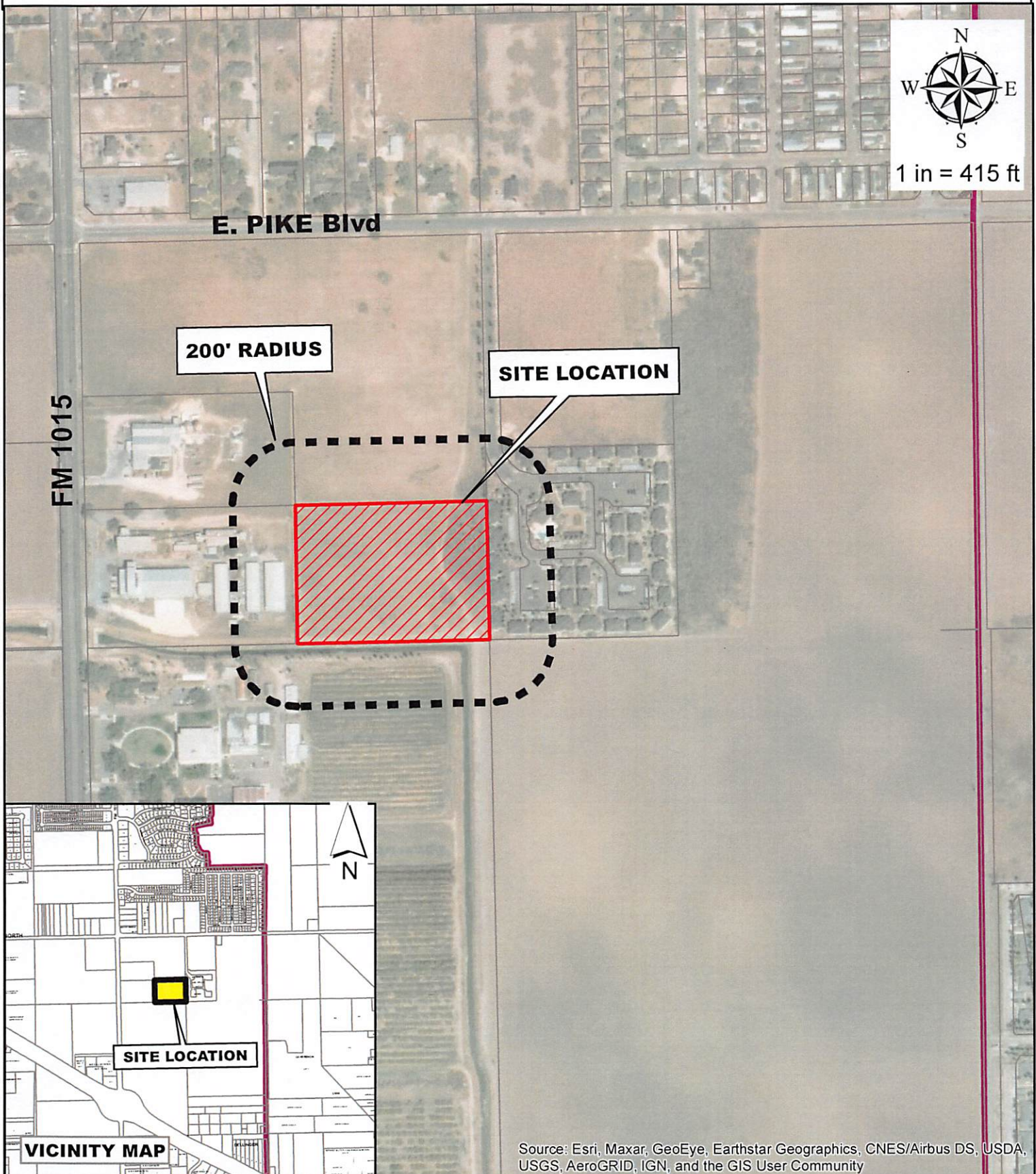
AEC Engineering is requesting to rezone 842 N. International. Also being a 6.17-acre tract of land out of Farm Tract 1030, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District.

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

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

Sincerely,

Rebekah de la Fuente, CFM
Planning Director



Miguel Brito
842 N. International Blvd
West Tract

Purpose for the Rezone Request

Existing zoning: R-1
Existing land use: Residential
Prop Zone: R-2



City of Weslaco Code Enforcement Dept.

APR 21, 2022

TRIPLE J LEASING LLC 201 NE 21ST ST FORT WORTH TX 76164	A0800-00-000-1030-00 ADAMS TRACT W710'-S361'-N879' FT 1030 55AC NET	L: 179820 B: 218776
RANCHO BRITO LLC 3511 LOS INDIOS PARKWAY MISSION TX 78572	A0800-00-000-1030-05 ADAMS TRACT N518' & 6AC GR 19.39AC NET 820 N INTERNATIONAL BLVD	L: 523530 B: 0
COLD TRANSLOADING LLC 802 TRINITY ST MISSION TX 78572	A0800-00-000-1030-10 ADAMS TRACT S 441' - FT 1030 13.36 AC AC NET	L: 391392 B: 369157
TEXAS COLLEGE OF ART & IND NADDRESS WESLACO TX 78596	A0800-00-000-1031-01 ADAMS TRACT 40AC LOT 1031 & 37.33AC 3AC NET 0 N FM 1015	L: 2087910 B: 1607214
GARZA JOSE MARCELO & TERESA 822 S OKLAHOMA AVE WESLACO TX 78596-6932	A0800-00-000-1034-03 ADAMS TRACT N20AC -FT 1034 & ALL FT 1035 & E990' LOT 1036 EXC W	L: 0 B: 0
LA ESTANCIA APARTMENTS ATTN: ACCOUNTING DEPARTMENT 175 POWDER FOREST DRIVE WEATOGUE CT 6089	E7250-00-000-0001-00 ESTANCIA DEL VALLE LOT 1 3601 E MILE 8 NORTH	L: 378661 B: 6371381

MAP SHOWING
A 6.17-ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE
CITY OF WESLACO, HIDALGO COUNTY, TEXAS, OUT OF FARM TRACT
1030, WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE
MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37,
MAP RECORDS OF HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

A 6.17-ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, OUT OF FARM TRACT 1030, WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 6.17-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID FARM TRACT 1030, BEING ALSO THE SOUTHWEST CORNER OF FARM TRACT 1036, FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 88°48'52" W, ALONG THE SOUTH LINE OF SAID FARM TRACT 1030, A DISTANCE OF 610.00 FEET TO THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
2. THENCE, N 01°11'08" W, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID FARM TRACT 1030, A DISTANCE OF 441.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
3. THENCE, N 88°48'52" E, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID FARM TRACT 1030, A DISTANCE OF 610.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
4. THENCE, S 01°11'08" E, ALONG THE EAST LINE OF SAID FARM TRACT 1030, A DISTANCE OF 441.00 FEET TO TO THE POINT OF BEGINNING, AND CONTAINING 6.17 ACRES OF LAND, MORE OR LESS.



03-28-22

JOSE MARIO GONZALEZ, R.P.L.S. 5571



EXHIBIT "A"

JOB NUMBER

1281.004

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RIO DELTA SURVEYING

24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
FIRM No. 10013900

RANCHO BRITO, L.L.C., A TEXAS LIMITED LIABILITY COMPANY
DOC. No. 2627875, H.C.O.R.

N 88°48'52" E 610.00'

FND. 1/2"
IRON ROD

FND. 1/2"
IRON ROD

COLD TRANSLOADING, L.L.C.
REMAINDER OF 13.36 AC. OUT OF FARM TRACT 1030
DOC. No. 2918508, H.C.O.R.

N 01°11'08" W 441.00'

WEST AND ADAMS TRACT 1030, SUBDIVISION
VOL. 2, PGS. 34-37, H.C.M.R.

S 88°48'52" W 610.00'

FARM TRACT 1031,
WEST AND ADAMS TRACT SUBDIVISION
VOL. 2, PGS. 34-37, H.C.M.R.

MAP SHOWING
A 6.17-ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN THE
CITY OF WESLACO, HIDALGO COUNTY, TEXAS, OUT OF FARM TRACT
1030, WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE
MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37,
MAP RECORDS OF HIDALGO COUNTY, TEXAS

15.00' IRRIGATION EASEMENT
CLAIMED BY H.C.C.I.D. No. 9

S 01°11'08" E 441.00'

FARM TRACT 1036,
WEST AND ADAMS TRACT SUBDIVISION
VOL. 2, PGS. 34-37, H.C.M.R.

ESTANCIA DEL VALLE SUBDIVISION
RECORDED IN VOLUME 39, PAGE 147, H.C.M.R.

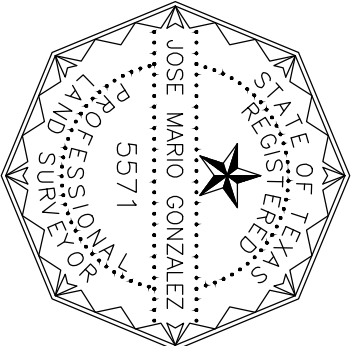
15.00' UTILITY EASEMENT
(VOL. 39, PAGE 147, H.C.M.R.)

10.00' UTILITY EASEMENT
(VOL. 39, PAGE 147, H.C.M.R.)

10.00' STORM UTIL. EASMT.
(VOL. 39, PAGE 147, H.C.M.R.)

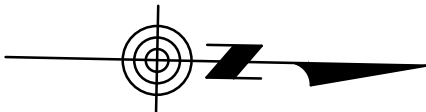
03-28-22

JOSE MARIO GONZALEZ
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5571

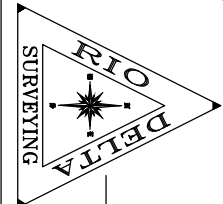


BASIS OF BEARING

NAD 83 TEXAS STATE PLANES
GRID COORDINATE SYSTEM
TEXAS SOUTH 4205, US FOOT.
NAVD 88



SCALE: 1" = 60'



RIO DELTA SURVEYING

FIRM #10013900

24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM

JOB# RIO/AEC 1281.004

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EXHIBIT "B"

COPYRIGHT 2022
SHEET 1 OF 1

onal Guard

Pike Blvd

Dollar General

E Pike Blvd

Jade Dr

Vo-Tech Dr

rd

La Estancia Apartments

N Mile 2 1/2 W

Barbee Dr

Peter Piper Pizza

Jack in the Box

ORDINANCE NO. 2022-16

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 842 N. INTERNATIONAL. ALSO BEING A 6.17 ACRE TRACT OF LAND OUT OF FARM TRACT 1030, WEST AND ADAMS TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One Family Dwelling District to R-2 Duplex and Apartment District located at 842 N. International. Also being a 6.17 acre tract of land out of Farm Tract 1030, West and Adams Tract Subdivision, 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 17th day of May 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of June 2022.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5454	
From:			
Subject: Ordinance 2022-17 for the Voluntary Annexation of Mid Valley Estates – being a 40.00 acre tract of land out of Farm Tract 715, West Tract Subdivision, Hidalgo County, Texas, located on the southwest corner of Mile 6 North and Mile 6 ½ West and authorize the Mayor to execute any related documents. (First reading May 17, 2022;staffed by Planning & Code Enforcement Department.)			
Background: The proposed development is currently located outside the City of Weslaco city limits. This subdivision is being serviced with water and sewer by the City of Weslaco. The developer has initiated a buyout from NAWSC and MHWSC so that the city can service this area. The proposed development will be a combination of one-family residential lots and apartments. The development is contiguous to the existing city limits line.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the voluntary annexation at their regular meeting of May 4, 2022.			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approved as recommended by the Staff and the Planning and Zoning Commission.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Mid Valley Estates Annex- Memo, Mid Valley Estates Annex - attachments, Mid Valley Estates Annex- METES & BOUNDS, Mid Valley Estates- aerial, Mid-Valley Estates Subdivision Plat, O2022-17 Annexation Ordinance- Mid Valley Estates Annex			

Responsibilities upon Approval: Staff will advise the applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Mid Valley Estates Annex- Voluntary Annexation

DATE: May 10, 2022

The proposed subdivision will be for forty-four (44) apartments and duplex lots and one-hundred fourteen (114) residential lots and is located just outside the City of Weslaco city limits located on the southwest corner of Mile 6 ½ N Road and S Milanos Road. The location will be provided with water and sanitary sewer by the City of Weslaco. The developer has initiated a CCN buyout from both NAWSC and MHWSC. This annexation will be contiguous to the current city limits.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR VOLUNTARY ANNEXATION

ANNX - 000225-2022

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: Mid Valley Estates

Location: Southwest Corner of Mile 6 North (18th St.) and mile 6 1/2 West (Milano)

Legal Description: Farm tract 715, out of the west tract subdivision Hidalgo County, Texas as per map recorded in vol. 2, pages 34-37 of the H.C.M.R.

- ☒ Petition for annexation signed and notarized by property owners.
- ☒ Detailed dimensioned site plan/map must be submitted with this request.
- ☒ Survey and metes and bounds.
- ☐ City and school tax receipts attached.

OWNER INFORMATION

Owner's Name: Affordable Homes of South Texas, Inc. (AHSTI) Telephone: 956-687-6263

Address: 1420 Erie Ave.

Fax: _____

City: McAllen State: Tx Zip: 78504 E-mail: rcalvillo@ahsti.org

ENGINEER INFORMATION

Name: Ronnie Cruz, P.E., CFM Telephone: 956-682-5022

Address: 605 E. Violet Ave., Ste. 1

Fax: _____

City: McAllen State: Tx Zip: 78504 E-mail: ronnie@cruz Hogan.net

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: Robert Calvillo, Executive Director

Owner Signature:  Date: 4/13/22

_____ is the authorized agent

Authorized Agent Signature: _____ Date: _____

Authorized Agent Printed Name: _____

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____

Staff Review Date: _____

P & Z Commission Approval: _____

City Commission Approval on First Reading: _____

City Commission Approval on Final Reading: _____

MID- VALLEY ESTATES METES AND BOUNDS DESCRIPTION

Being 40.00 acres of land and being all of Farm Tract 715 out of the WEST TRACT SUBDIVISION, as per map recorded in Volume 2, Pages 34-37 of the Hidalgo County Map Records, and said 40.00-acre tract being more particularly described by metes and bounds as follows:

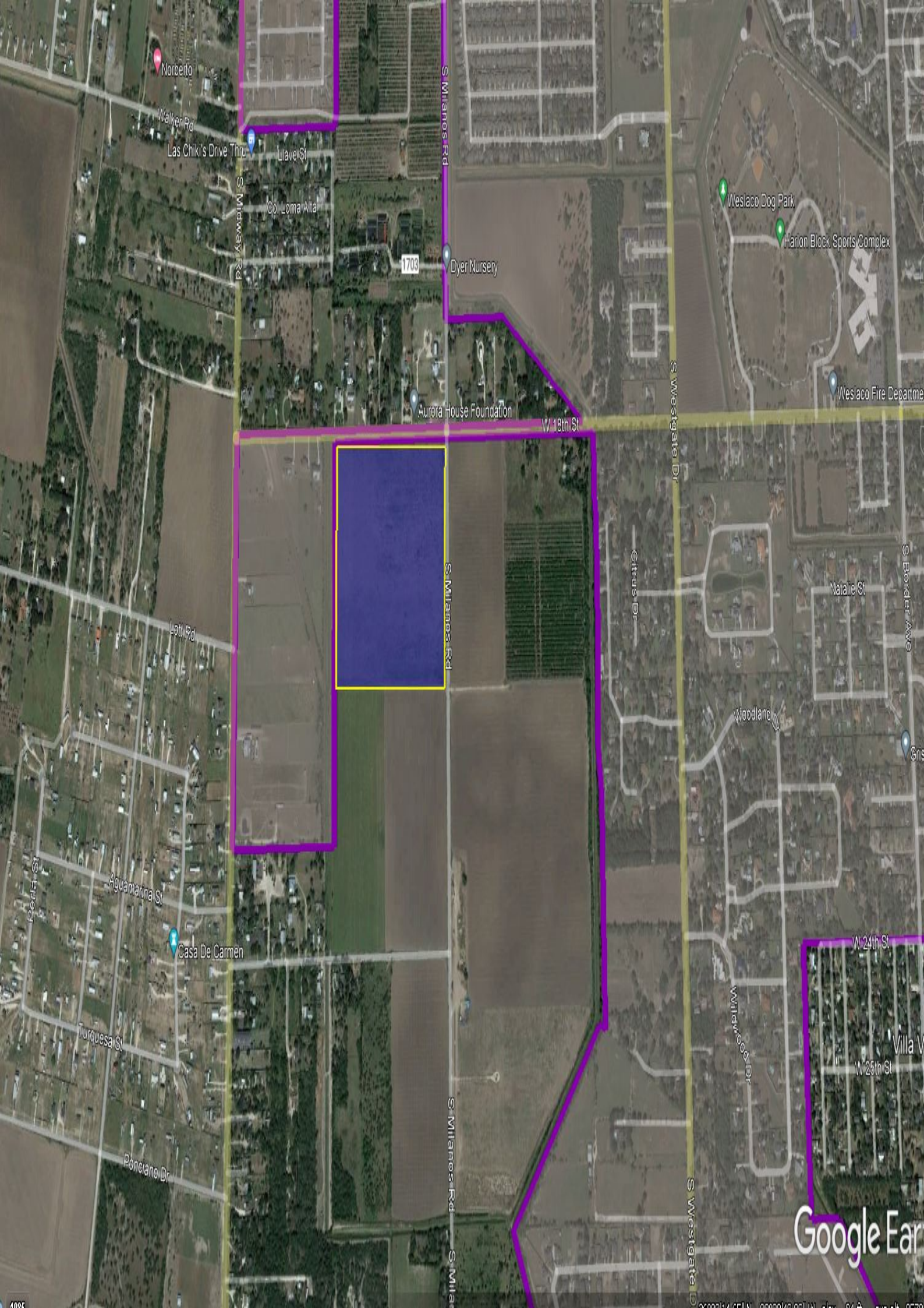
BEGINNING at a cotton picker spindle found for the northeast corner of said Farm Tract 715 for the northeast corner of said tract herein described;

THENCE, SOUTH, 1320.00 feet with east line of said Farm Tract 715, the west line of Farm Tract 722 and the centerline of Mile 6 $\frac{1}{2}$ West Road to a cotton picker spindle found for the southwest corner of said Farm Tract 722, the southeast corner of said Farm Tract 715 and the southeast corner of said tract herein described;

THENCE, WEST, with the south line of said Farm Tract 715 and the north line of Farm Tract 716, at a distance of 20.00 feet pass a 1/2-inch iron rod found for reference on the west right-of-way line of said Mile 6 $\frac{1}{2}$ West Road, and continuing for a total distance of 1320.00 feet to a 1/2-inch iron rod found for the northwest corner of said Farm Tract 716, the southwest corner of said Farm Tract 715 and the southwest corner of said tract herein described;

THENCE, NORTH, with the west line of said Farm Tract 715, the east line of Midway Meadows Subdivision, as per map recorded in Volume 55, Pages 158-161 of the Hidalgo County Map Records, and the east line of a Hidalgo and Cameron Counties Irrigation District No.9 right-of-way, at a distance of 1300.00 feet pass a 1/2-inch iron rod found for reference on the south right-of-way line of Mile 6 North Road (18th Street), and continuing for a total distance of 1320.00 feet to a cotton picker spindle found for the northeast corner of said Midway Meadows Subdivision, the northwest corner of said Farm Tract 715, and the northwest corner of said tract herein described;

THENCE, EAST, 1320.00 feet, with the north line of said Farm Tract 715, the south line of Farm Tract 650 and the centerline of said Mile 6 North Road to the POINT OF BEGINNING and containing 40.00 acres of land more or less.



Norberto

Walker Rd

Las Chik's Drive Thru

Ulave St

Col Loma Alta

1703

Dyer Nursery

Aurora House Foundation

W 18th St

Weslaco Dog Park

Marion Block Sports Complex

Weslaco Fire Department

Lot 11 Rd

S Milanos Rd

Citrus Dr

Natalie St

S Border Ave

Woodland Dr

Aguamanna St

Casa De Carmen

Turquesa St

Ponciano Dr

S Milanos Rd

S Westgate Dr

W 24th St

Villa V

W 25th St

Google Earth

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "MID VALLEY ESTATES SUBDIVISION", OF THE CITY OF WESLACO, TEXAS, WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, SEWER LINES, WATER COURSES, STORM SEWERS, EASEMENTS, FIRE HYDRANTS, AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I WILL CAUSE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF WESLACO, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF WESLACO.

ROBERTO CALVILLO, EXECUTIVE DIRECTOR
AFFORDABLE HOME OF SOUTH TEXAS
1420 ERIE AVE.
MCALLEN, TEXAS 78501

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS _____ DAY OF _____, 20____

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

CITY OF WESLACO

CERTIFICATION APPROVAL

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

DAVID SUAREZ
MAYOR, CITY OF WESLACO

CITY SECRETARY

PLANNING AND ZONING:

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

CHAIRMAN, PLANNING & ZONING COMMISSION

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.21(X). 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

CERTIFICATION OF HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9:

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

DATE THIS _____ DAY OF _____, 20____

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.

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

3. HCCID #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

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

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE _____ DAY OF _____, 20____

REYNALDO ROBLES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4032
WESLACO, TEXAS

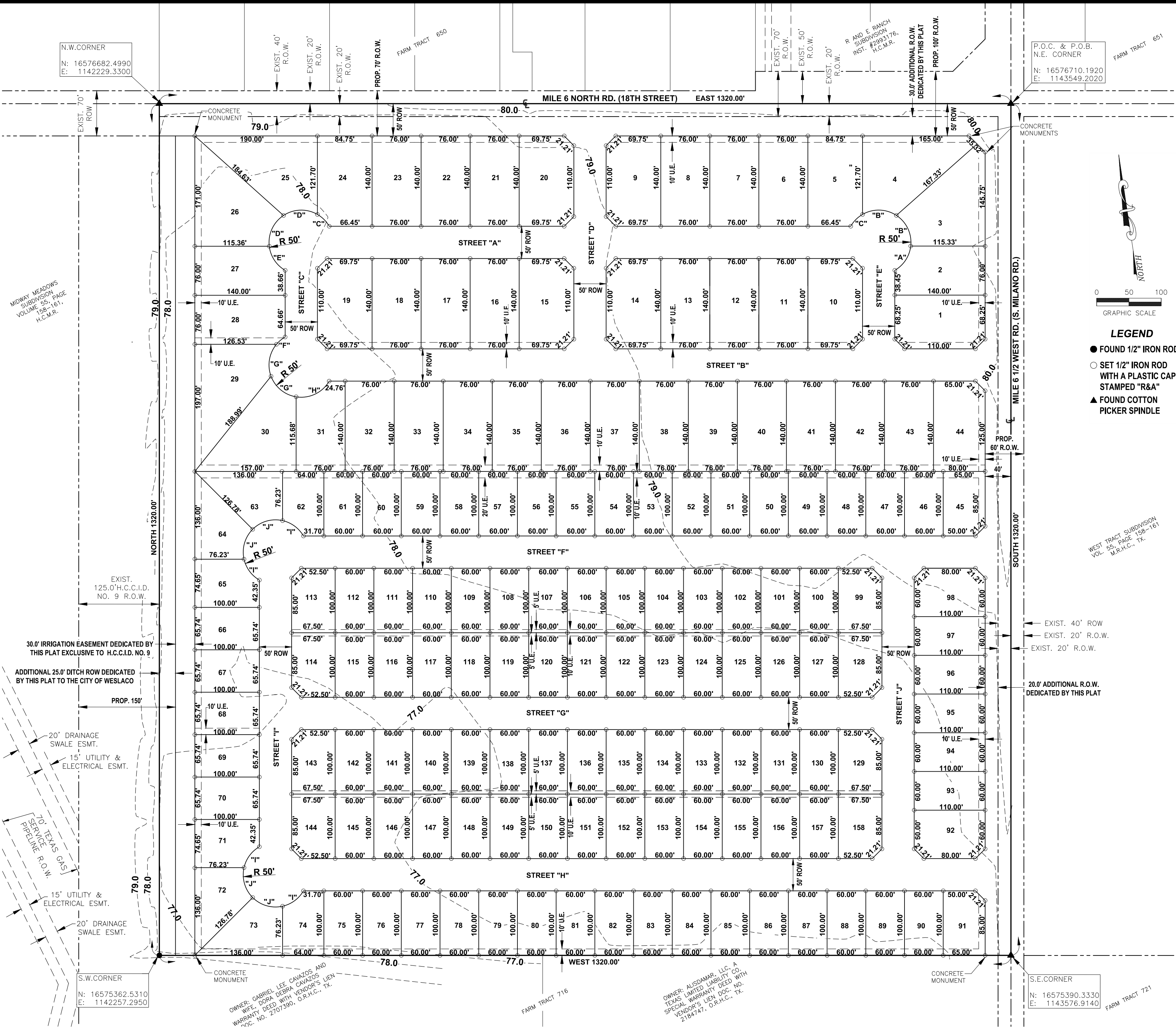
STATE OF TEXAS
COUNTY OF HIDALGO

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

ROLANDO CRUZ, P.E. CFM
REGISTERED PROFESSIONAL ENGINEER
NO.55459
MCALLEN, TEXAS 78504

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: ROBERT CALVILLO	1420 ERIE AVE.	MCALLEN, TX. 78501	(956) 687-6263	(956) 682-9751
ENGINEER: ROLANDO CRUZ, PE	605 E. VIOLET AVE. STE. 1	MCALLEN, TX. 78504	(956) 682-5022	(956) 682-5089
SURVEYOR: REYNALDO ROBLES	P.O. BOX 476	WESLACO, TX. 78599	(956) 968-2422	(956) 969-2011



MID VALLEY ESTATES SUBDIVISION

FARM TRACT 715
WEST TRACT SUBDIVISION
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37, H.C.M.R.

GENERAL NOTES:

- THIS SUBDIVISION IS IN FLOOD ZONE "B"
ZONE "B" (AREAS OF MINIMAL FLOOD) AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEARS 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 FLOOD. (MEDIUM SHADING)
- COMMUNITY-PANEL NUMBER: 480334 0525 B
EFFECTIVE DATE: JANUARY 2, 1981
- FINISHED FLOOR ELEVATIONS ESTABLISHED MUST BE HIGHER THAN 79' OR 18" ABOVE TOP OF CURB OR CENTER LINE OF STREET, WHICHEVER IS GREATER, MEASURED FROM THE CENTER OF THE LOT.
- LOTS 1-44 ARE FOR MULTI-FAMILY RESIDENTIAL AND LOTS 45-158 ARE FOR SINGLE FAMILY RESIDENTIAL.
- SETBACKS: (LOTS 1-44 MULTI-FAMILY RESIDENTIAL) SETBACKS: (LOTS 45-158 SINGLE FAMILY RESIDENTIAL)
FRONT.....20.00 FEET FRONT.....25.00 FEET
FRONT-CUL-DE-SAC.....15.00 FEET REAR.....10.00 FEET
REAR.....10.00 FEET SIDE.....5.00 FEET
CORNER SIDE.....10.00 FEET
CUL-DE-SAC.....20.00 FEET
- OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.
- BENCH MARK: CPS FOUND FOR THE NORTHWEST CORNER OF FARM TRACT 715;ELEV. = 80.11 (NAVD 88)
- DRAINAGE IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN 164,632 CUBIC FEET (3.28 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCUMULATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT THE ENGINEER CONSIDERED FOR HIS CALCULATION OF THIS SUBDIVISION.

- NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS AN 18" MATURE HEIGHTS, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- U.E. DENOTES UTILITY EASEMENT.
- E.E. DENOTES ELECTRICAL EASEMENT.
- A 5 FT WIDE SIDEWALK IS REQUIRED ALONG MILE 6 NORTH ROAD (18TH STREET) & MILE 6 1/2 WEST ROAD (S MILANO RD.) DURING CONSTRUCTION OF SUBDIVISION.
- A 4 FT WIDE SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. ON CORNER LOTS, THE OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.
- CORNER LOTS DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
- STREET LIGHTS TO BE INSTALLED BY DEVELOPER, AS PER CITY ORDINANCE. STREETLIGHT MUST BE LOCATED EVERY 300 FEET.
- LANDSCAPING TO BE PROVIDED, AS PER CITY ORDINANCE.
- SITE PLAN AND DETENTION PLAN MUST BE REVIEWED AND APPROVED BY THE CITY OF WESLACO PRIOR TO ISSUANCE OF BUILDING PERMITS.
- NO ACCESS TO 18TH STREET FROM LOTS 4-9, AND 20-25.
- NO ACCESS TO MILANO ROAD FROM LOTS 1-3, 44, 45, AND 91-98.
- NO LOT FRONTAGE OR ACCESS TO STREET "B" FROM LOTS 10-19.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREAS BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS PLAT.

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

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

MID VALLEY ESTATES SUBDIVISION
DATE OF PREPARATION: APRIL 26, 2022

CRUZ - HOGAN
ENGINEERS | PLANNERS
McAllen Harlingen Weslaco
TBE FIRM REGISTRATION No: F-4860



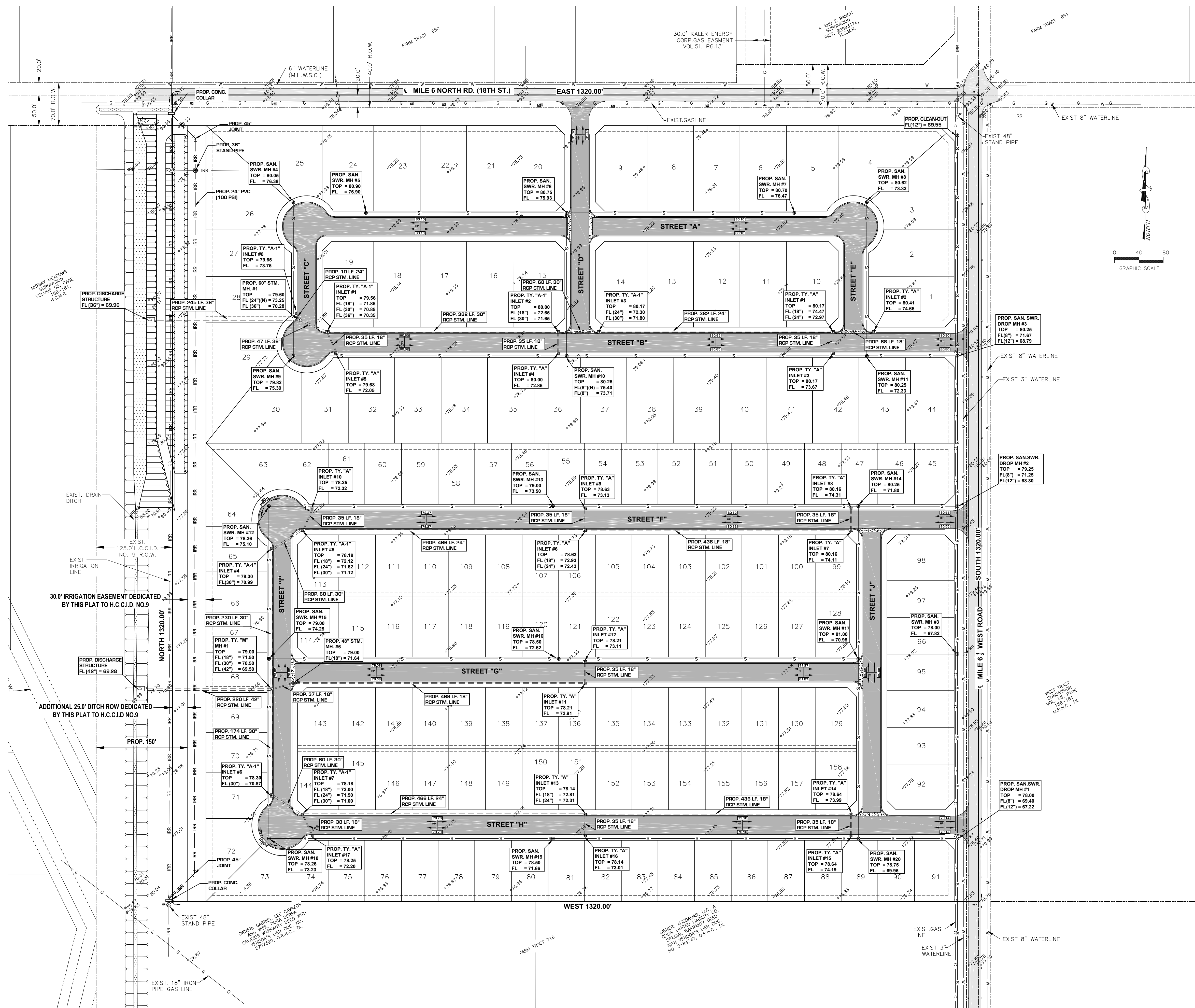
1" SERVICE WATER LINE
NOT TO SCALE

STANDARD SEWER SERVICE CONNECTION
NOT TO SCALE

COMPOSITE MANHOLE COVER SANITARY SEWER
NOT TO SCALE

McAllen Harlingen Weslaco
TBPE FIRM REGISTRATION No: F-4860

THIS DOCUMENT IS PRELIMINARY AND IS
RELEASED FOR THE PURPOSE OF INTERIM
REVIEW AND MARK-UP ONLY UNDER THE
AUTHORITY OF ROLANDO CRUZ, P.E. No. 55459
ON APRIL, 2022.



MID VALLEY ESTATES SUBDIVISION
DATE: APRIL 26, 2022



McAllen Harlingen Weslaco
TBE FIRM REGISTRATION No: F-4860

THIS DOCUMENT IS PRELIMINARY AND IS
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AUTHORITY OF ROLANDO CRUZ, P.E. No. 55459
ON APRIL, 2022.

DRAINAGE & SANITARY SEWER LAYOUT

ORDINANCE NO. 2022-17

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 40.00 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 40.00 acres and are more specifically described as follows, to-wit:

**METES AND BOUNDS DESCRIPTION
8.00 ACRES OUT OF
FARM TRACTS 632,
THE WEST TRACTS SUBDIVISION,
HIDALGO COUNTY, TEXAS**

Being 40.00 acres of land and being all of Farm Tract 715 out of the WEST TRACT SUBDIVISION, as per map recorded in Volume 2, Pages 34-37 of the Hidalgo County Map Records, and said 40.00-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a cotton picker spindle found for the northeast corner of said Farm Tract 715 for the northeast corner of said tract herein described;

THENCE, SOUTH, 1320.00 feet with east line of said Farm Tract 715, the west line of Farm Tract 722 and the centerline of Mile 6 1/2 West Road to a cotton picker spindle found for the southwest corner of said Farm Tract 722, the southeast corner of said Farm Tract 715 and the southeast corner of said tract herein described;

THENCE, WEST, with the south line of said Farm Tract 715 and the north line of Farm Tract 716, at a distance of 20.00 feet pass a 1/2-inch iron rod found for reference on the west right-of-way line of said Mile 6 1/2 West Road, and continuing for a total distance of 1320.00 feet to a 1/2-inch iron rod found for the northwest corner of said Farm Tract 716, the southwest corner of said Farm Tract 715 and the southwest corner of said tract herein described;

THENCE, NORTH, with the west line of said Farm Tract 715, the east line of Midway Meadows Subdivision, as per map recorded in Volume 55, Pages 158-161 of the Hidalgo County Map Records, and the east line of a Hidalgo and Cameron Counties Irrigation District No.9 right-of-way, at a distance of 1300.00 feet pass a 1/2-inch iron rod found for reference on the south right-of-way line of Mile 6 North Road (18th Street), and continuing for a total distance of 1320.00 feet to a cotton picker spindle found for the northeast corner of said Midway Meadows Subdivision, the northwest corner of said Farm Tract 715, and the northwest corner of said tract herein described;

THENCE, EAST, 1320.00 feet, with the north line of said Farm Tract 715, the south line of Farm Tract 650 and the centerline of said Mile 6 North Road to the POINT OF BEGINNING and containing 40.00 acres of land more or less.

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of May 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 7th day of June 2022.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5460	
From:			
Subject: Approval to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Roger Whitaker for Hangar W-19 and approval of a Mid Valley Airport Ground Lease Agreement with Tenant Scott Fuller for Hangar W-19, and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)			
Background: Tenant Roger Whitaker sold his hangar W-19 to Scott Fuller. All ground lease agreements are brought before the City Commission for termination and approval. The hangar is located on the west side of the airport. The ground lease agreement is for seven years.(Staffed by Airport Department)			
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):			
JOANNA FERNANDEZ ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Airport Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: W19 Scott Fuller			
Responsibilities upon Approval:			

Lease Agreement

STATE OF TEXAS)
CITY OF WESLACO) **KNOW ALL PERSONS BY THESE PRESENTS:**
HIDALGO COUNTY)

This lease is entered into this ____ day of _____, 2022, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Scott Fuller hereinafter referred to as "Lessee" who covenant and agree as follows:

WHEREAS, Lessor owns and operates the Airport and all grounds within the area designated as the Weslaco Mid Valley Airport for aeronautical and non-aeronautical purposes to include landings, takeoffs, storage of aircraft and sales of fuel; and

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land/hangar/building/office as stated herein;

NOW THEREFORE, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,200 sq. ft.** (W19) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of **7 years**. Thereafter, this lease may be renewed or extended but only with the Lessor's written agreement.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and Improvements in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter and take possession of the Premises and Improvements, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises

at the end of the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor. Upon termination or expiration of this Lease, title to the Premises and Improvements shall vest in the Lessor; provided, however, that the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement.

Section 3. Consideration

- A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of \$ 336.00. The first year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this agreement plus any extensions thereto.

Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at three (3) year intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U.S. Department of Commerce's Consumer Price Index (CPI). The adjusted lease fee shall be calculated on the third (3rd) year anniversary of this lease and recalculated at subsequent three (3) year intervals. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next three-year anniversary. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Building/Office shall not be decreased, but shall remain at the same level as was charged during the preceding three (3) year period.

- B) All lease payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and

protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Land/Hangar/Building/Office and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.

- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.
- F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such agreement a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the lease premises may not be used for any commercial activity unless it is made known to Lessor and agreed to by Lessor in a separate agreement.
- C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and

with written approval from the local fire marshal if such storage is allowed under local fire codes.

- E) Lessee agrees that he will at all times keep the premises of the Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
- F) Lessee agrees that the usage of the Land/Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- K) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate agreement.

- L) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

- A) The Lessee shall not sublease, assign, sell, or transfer this agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, to immediately terminate this lease agreement. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this agreement and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this agreement in favor of such assignee.

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.
- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Land/Hangar/Building/Office would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This agreement may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this agreement.
- D) At the termination of this contract agreement, either by normal expiration, premature

termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.

- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

- A) Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees.

Section 8. Maintenance of Landing Area

- A) Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport.

Section 9. Non-Discrimination



Lessee Initials

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government

commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

- A) No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

Section 12. Rights and Remedies

- A) Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

Section 13. Notice Requirements

- A) This Agreement has specific and strict notice requirements. All payments by Lessee are to be made to Lessor through the Aviation Director at Weslaco Mid-Valley Airport, 1909 Joe Stephens, Weslaco, TX 78596.**

All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt requested. No other form of payment or notice will be accepted. Notice by email is not accepted.

- B) Notice to Lessor is to be sent to:

Aviation Director
Weslaco Mid-Valley Airport
1909 Joe Stephens
Weslaco, TX 78596

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596



Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Scott Fuller
Address: 1316 Charlene St.
Edinburg, TX 78596



Lessee Initials

- D) Either Lessor or Lessee may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

Section 14. Miscellaneous

- A) Venue shall lie exclusively in Hidalgo County, Texas. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.
- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived,



Lessee Initials

except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.
- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.
- I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage



Lessee Initials

shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.

- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.



Lessee Initials

EXECUTED this _____ day of _____, 2022.

City of Weslaco, Hidalgo County, Texas

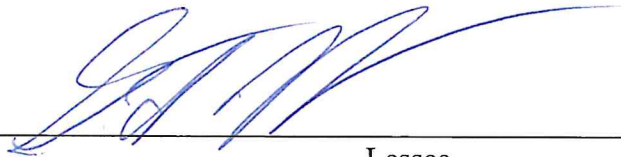
Mayor

City Manager

Approved as to Form:

City Attorney

Attest: _____
City Secretary

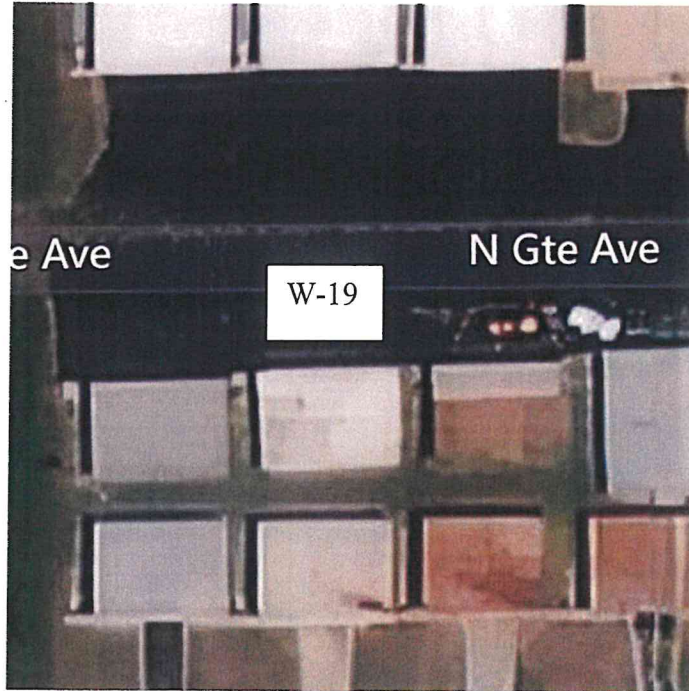


Lessee


Lessee Initials

“EXHIBIT A”

HANGAR W19
30' x 40'





Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5466	
From:			
Subject: Approval of six-month extension for the Final Plat for Greener Pastures Mobile Home Subdivision PH II– being A 3.94 acre tract of land out of Lot 82,133,134,135 and 136, Greener Pastures Mobile Home Subdivision, Weslaco, Hidalgo County, Texas located approximately on Main Gate Drive and Corral Drive and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed fourteen (14) lot subdivision is outside the City of Weslaco. Final Plat approval is set to expire on May 18, 2022. The infrastructure is currently under construction. This is the first 6-month extension for the subdivision.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the six-month extension request at their regular meeting of June 1, 2022.			
KAYLA AREVALO REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Planning and Zoning Commission and the Planning and Code Enforcement Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Greener Pastures- Memo, greener pastures extension, Greener Pastures Phase II- Aerial, Greener Pastures- Plat			
Responsibilities upon Approval: Staff will advise the applicant			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Greener Pastures- Six-Month Extension

DATE: June 2, 2022

The proposed subdivision was previously approved by the City Commission on May 18, 2021, this is the developers first six-month extension. City staff has reviewed and approved the construction plans and pre-construction meeting was held and a Notice to Proceed was issued. The developer is currently working the installation of the water and sanitary sewer lines. The development had stalled for several months due to a change in the engineer of file from Spoor Engineering to Melden & Hunt Engineering.

Thank you,

Rebekah de la Fuente, CFM



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

April 29, 2022

Rebekah De La Fuente, Planning Director
CITY OF WESLACO PLANNING DEPT.
255 South Kansas Ave.
Weslaco, TX 78596

Re: GREENER PASTURES MOBILE HOME SUBDIVISION PHASE II – REQUEST FOR EXTENSION

Dear Ms. De La Fuente:

On behalf of the owner, Amistad Finance, LLC, we are requesting a six-month extension on the above referenced subdivision plat. The owner is requesting an additional six-month time frame.

Your consideration on this request at your next board meeting is appreciated. If you have any questions and/or require additional information, please do not hesitate to contact me.

Respectfully,

Mario A. Reyna, P.E.
President

Cc: John G. Phillips, Amistad Finance, LLC

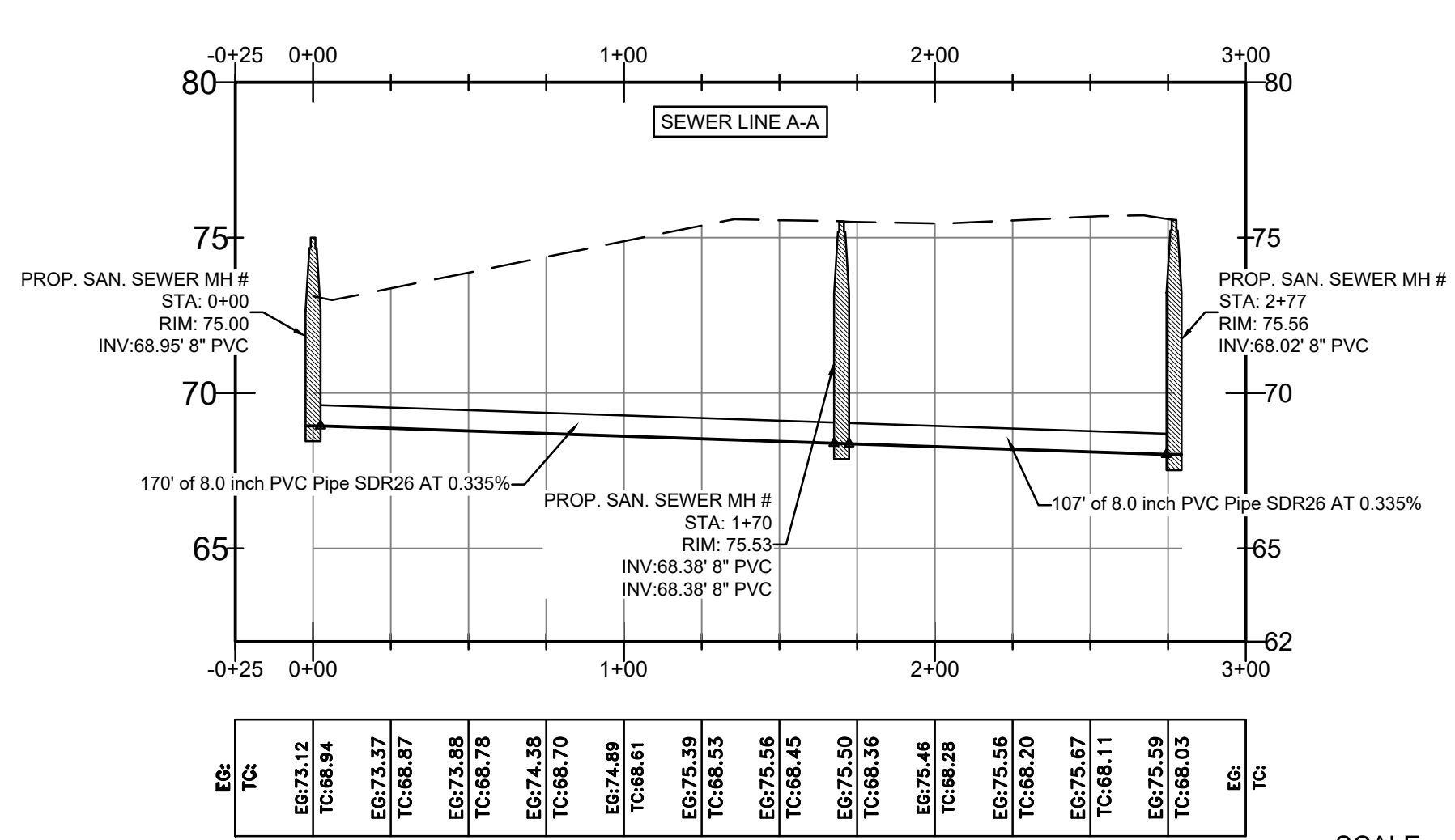
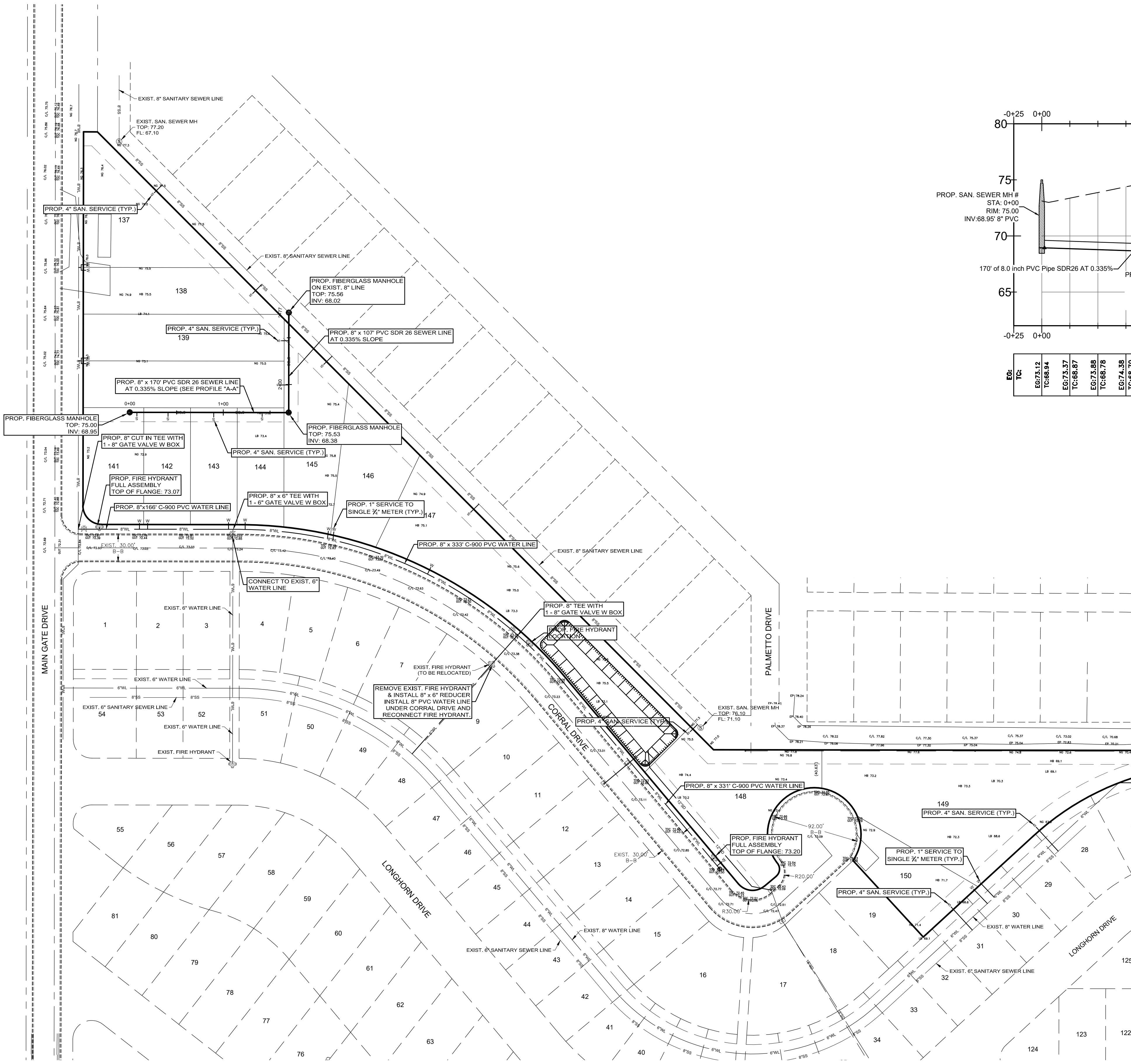
Six-Month Extension

Greener Pastures MH Phase II

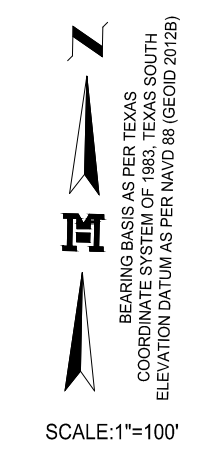
Legend

 Greener Pastures Phase II





SCALE:
HORZ: 1"=50'
VERT: 1"=5'



JOB No.
20197.00

BY

DATE

REVISION

MELDEN & HUNT, INC.

CONSULTANTS • ENGINEERS • SURVEYORS

2000 W. 10TH STREET, SUITE 200
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 486-8591
ESTABLISHED 1947

ENG. TECH. CESAR

PROJECT ENG. MARIO REYNA

T-BOOK:

1. RELEASE DATE:

2. RELEASE DATE:

3. RELEASE DATE:

SCALE:

AS NOTED

MELDEN & HUNT, INC.

TEXAS REGISTRATION F-1435

STATE OF TEXAS

MARIO A. REYNA

117368

LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARIO A. REYNA, P.E. 117368

03/21/2022

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

GREENER PASTURES

MOBILE HOMES

SUBDIVISION PHASE II

WESLACO, TEXAS

HIDALGO COUNTY

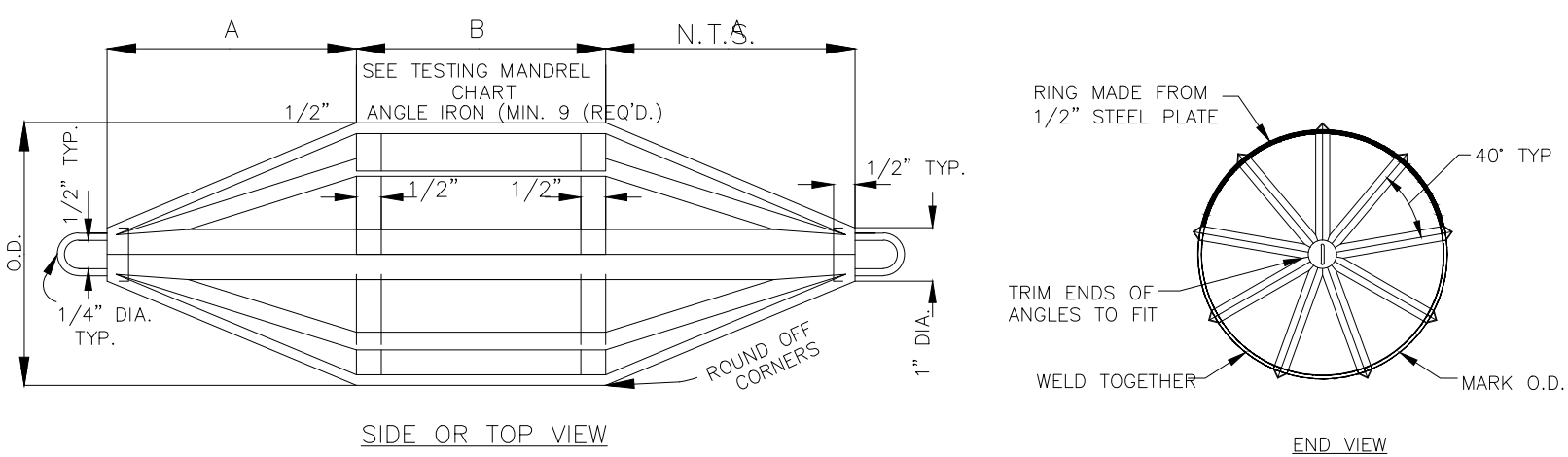
UTILITY LAYOUT

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File Name: 20197.00

SHEET 1 OF 3



SIZE	A	B*	MANDREL O.D.		RING O.D.	
			PVC (SDR-35)	PVC (SDR-26)	PVC (SDR-35)	PVC (SDR-26)
6"	4.0"	4.5"	5.62	5.50	4.91	4.79
8"	5.5"	6.0"	7.52	7.37	6.81	6.66
10"	7.0"	7.5"	9.41	9.21	8.70	8.50
12"	8.0"	9.0"	11.19	10.96	10.48	10.25
15"	10.0"	11.0"	13.70	13.42	12.99	12.71
18"	12.0"	13.5"	16.75	—	16.04	—
21"	14.0"	16.0"	19.74	—	19.03	—
24"	16.0"	18.0"	22.21	—	21.50	—
27"	18.0"	20.0"	25.03	—	24.32	—

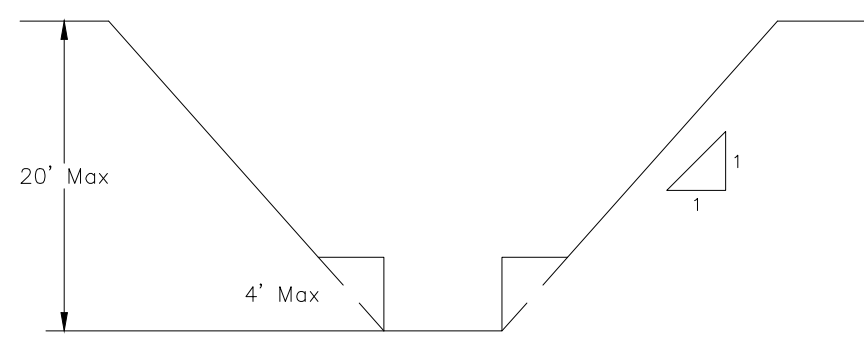
TESTING MANDREL CHART
* MINIMUM LENGTH

NOTES:

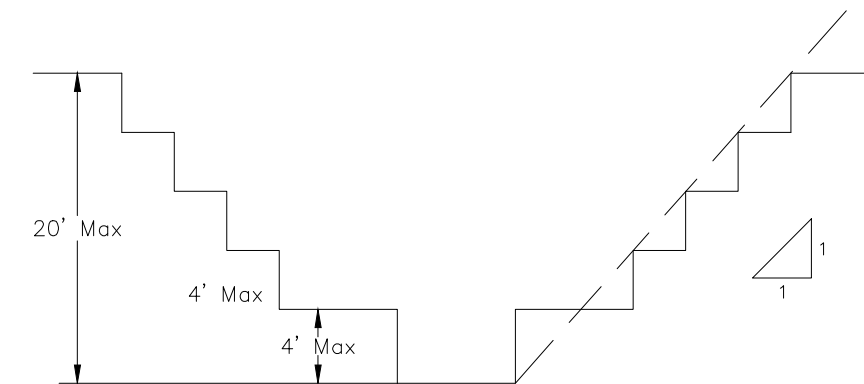
PVC PIPES AND FITTINGS SIX INCHES (6") TO FIFTEEN INCHES (15") IN DIAMETER SHALL CONFORM TO ASTM D-3034. PVC PIPES AND FITTINGS EIGHTEEN INCHES (18") TO TWENTY-SEVEN INCHES (27") IN DIAMETER SHALL CONFORM TO ASTM F-679.

THIS INFORMATION IS PROVIDED AS A REFERENCE. ALL DEFLECTIONS TESTING SHALL BE DONE IN ACCORDANCE WITH TNRCC CHAPTER 317.

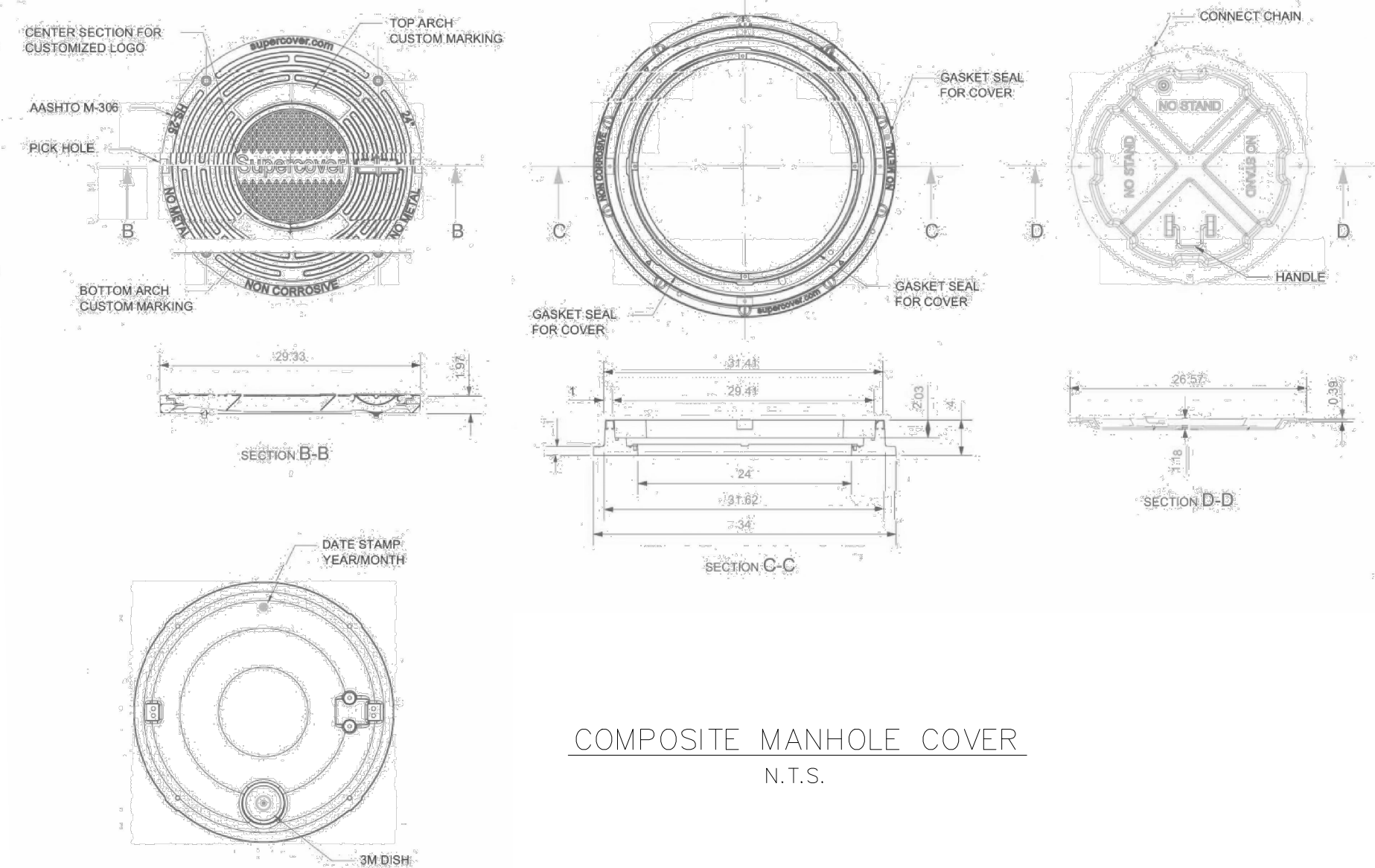
GO, NO-GO DEFLECTION TESTING MANDREL N.T.S.



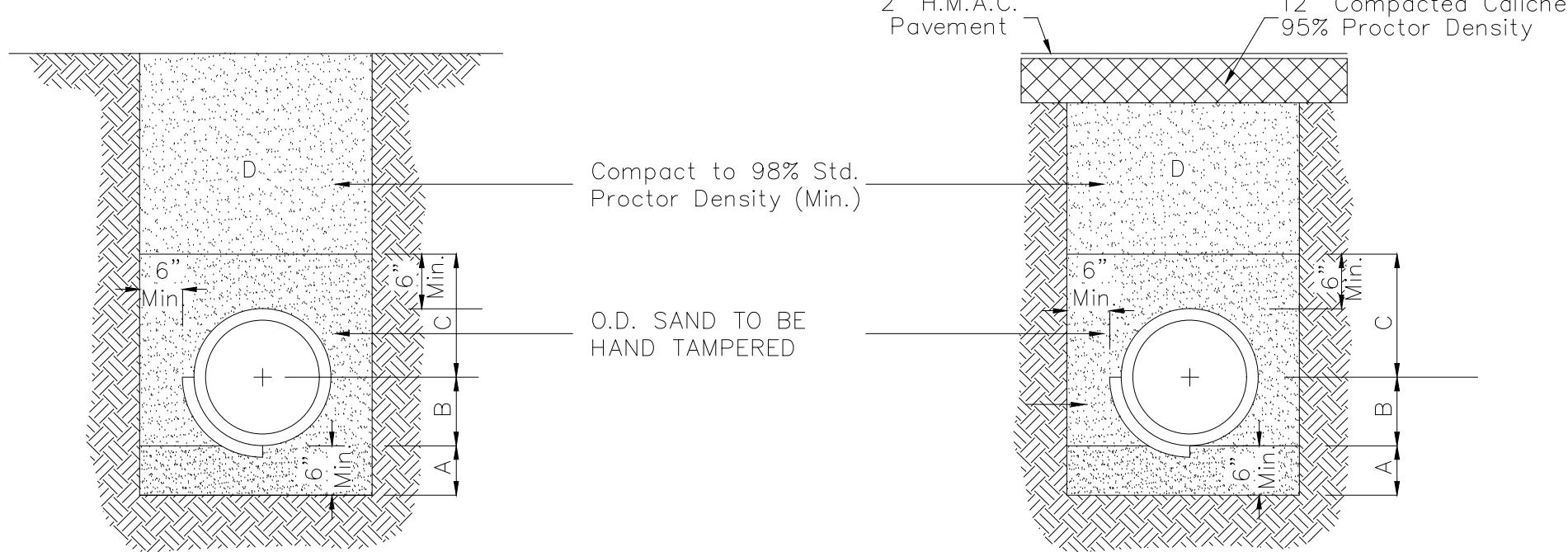
TRENCH BENCH DETAIL
This bench allowed in cohesive soil only



TRENCH BENCH DETAIL
This bench allowed in cohesive soil only



COMPOSITE MANHOLE COVER
N.T.S.



STANDARD PIPE BEDDING UNDER GRASSED AREA

A. SAND BEDDING TO BE PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE (MIN. THICKNESS = 6")

B. SAND BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, WATER JET, HAND TAMPED)

C. SAND BACKFILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, HAND TAMPED)

D. FILL TRENCH W/SELECT BACKFILL, W/8" LIFTS COMPACT TO 95% STD. PROCTOR, 3% OPTIMUM MOISTURE CONTENT

FOUNDATION PREPARATION (WELLPPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO 3% OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

WATER LINE - BACKFILL A,B,D
SEWER LINE - BACKFILL A,B,C,D
SAND TO BE ARROYO SAND W/ PI <15

STANDARD PIPE BEDDING UNDER EXISTING PAVEMENT OR PROP. PAVEMENT

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. SAND BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, WATER JET, HAND TAMPED).

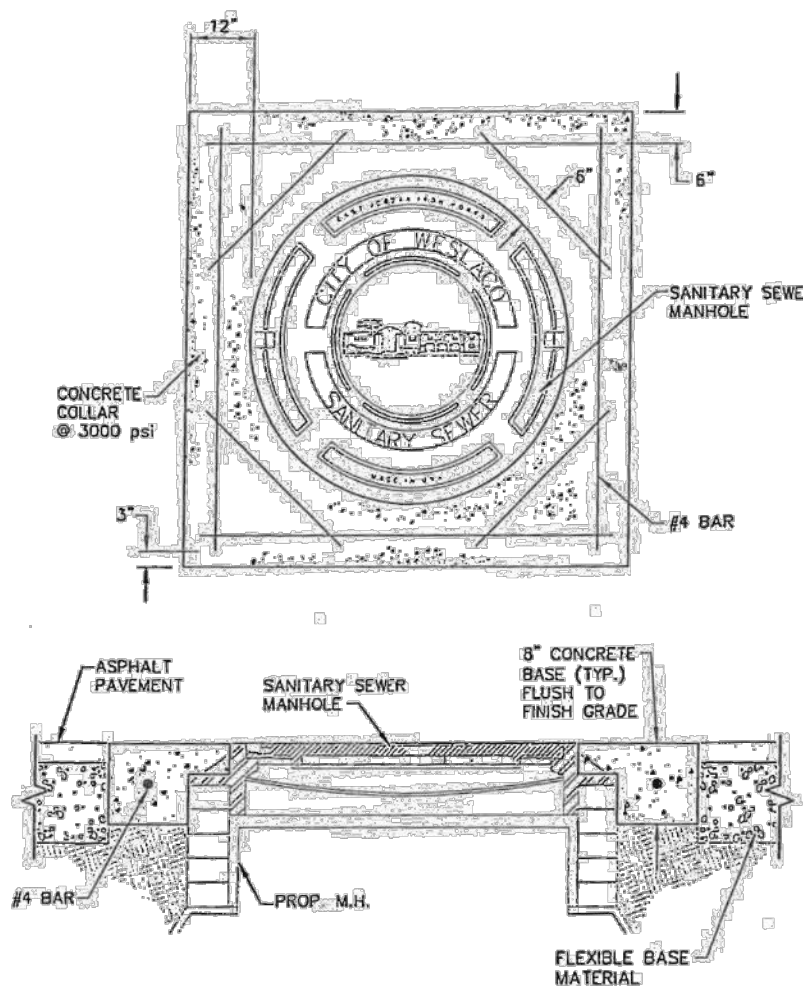
C. SAND BACKFILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, HAND TAMPED).

D. FILL TRENCH W/SAND, W/8" LIFTS COMPACT TO 98% STD. PROCTOR, 3% OPTIMUM MOISTURE CONTENT.

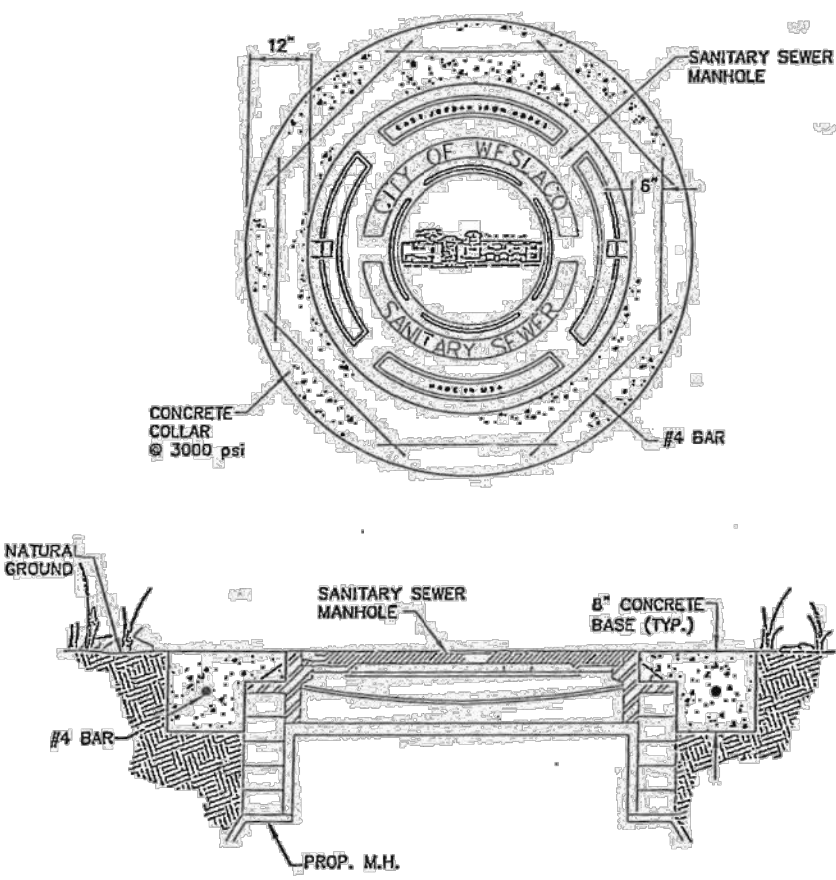
FOUNDATION PREPARATION (WELLPPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO 3% OPTIMUM MOISTURE CONTENT AND COMPACTED TO 98% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

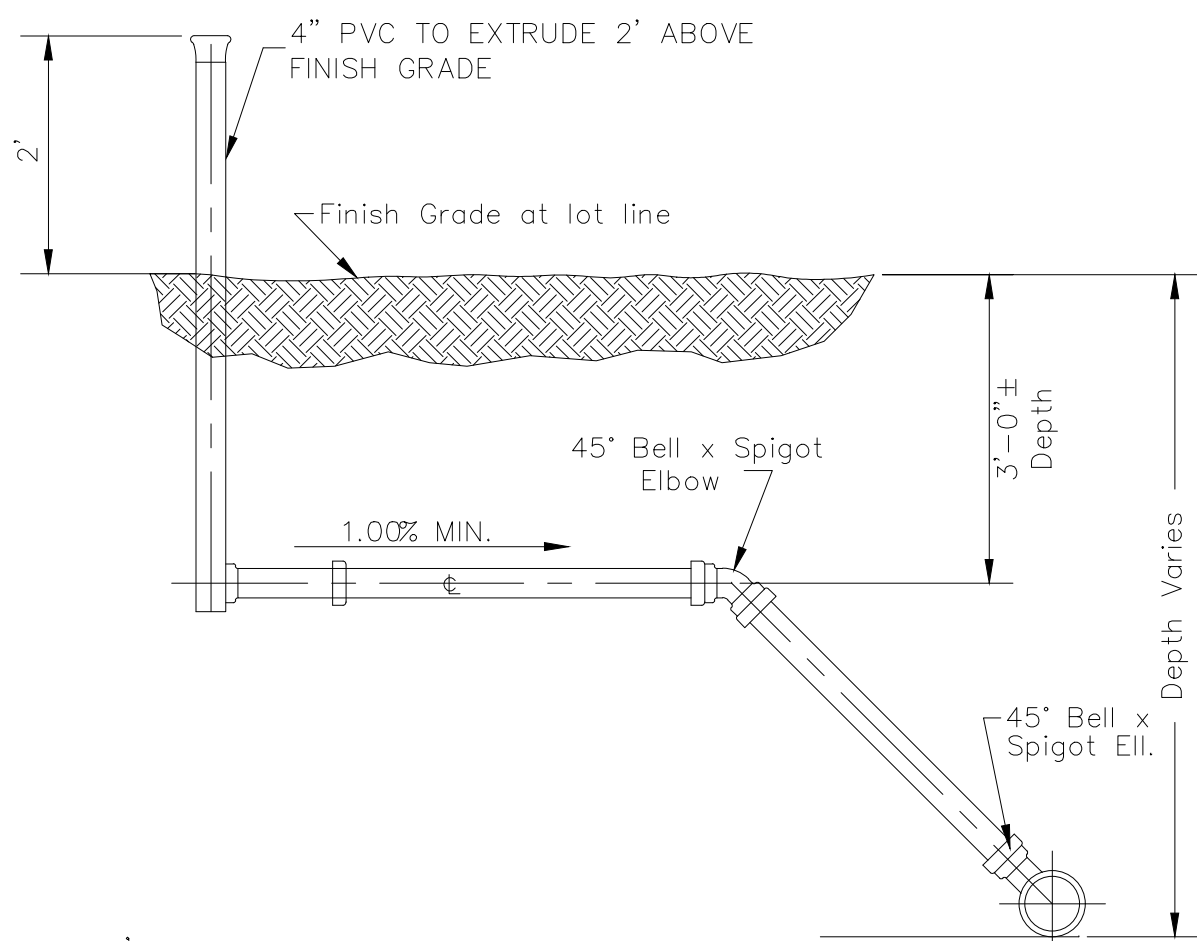
WATER LINE - BACKFILL A,B,D
SEWER LINE - BACKFILL A,B,C,D
SAND TO BE ARROYO SAND W/ PI <15



MANHOLE CONCRETE COLLAR
ON PAVEMENT



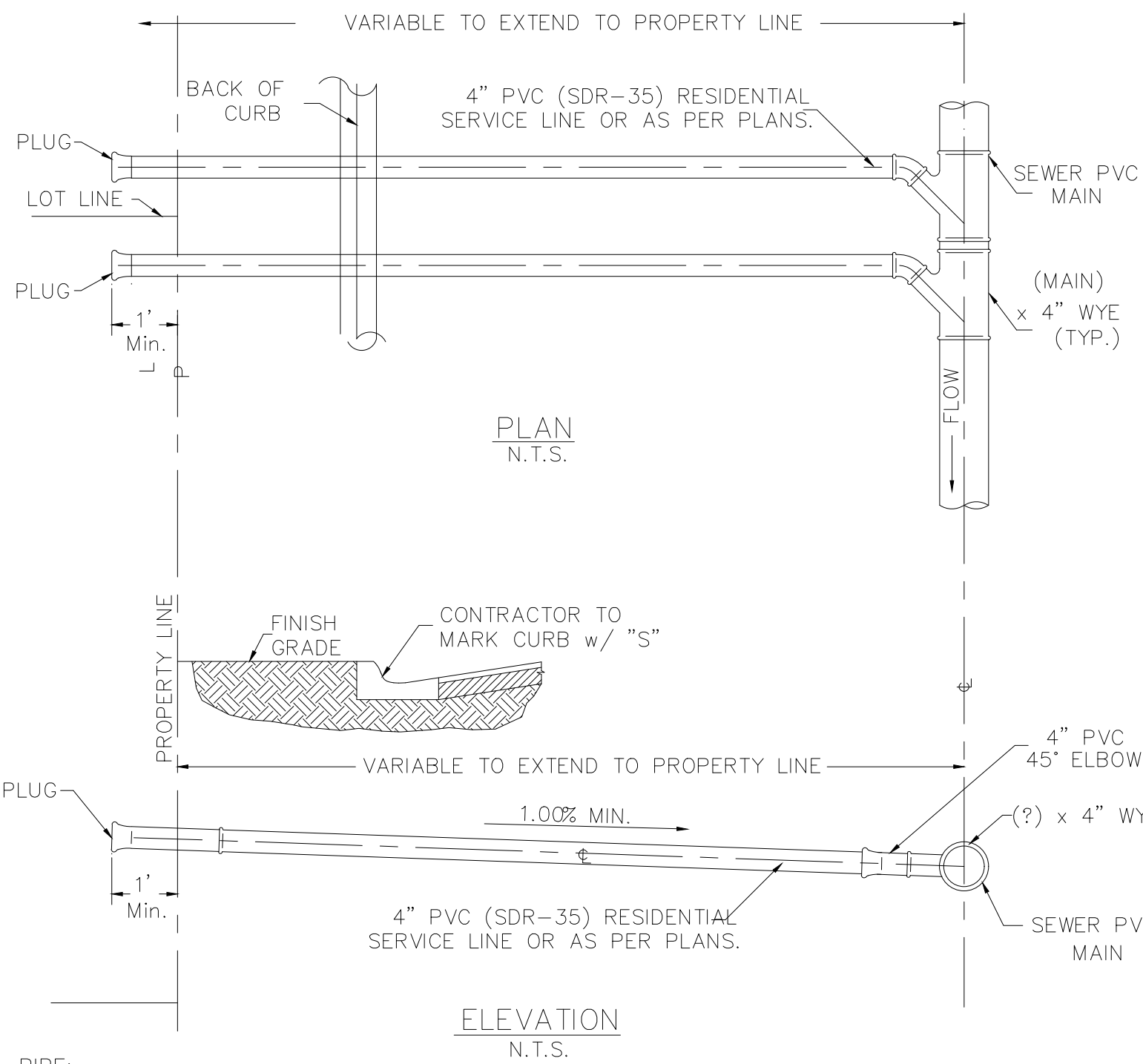
MANHOLE CONCRETE COLLAR
ON NATURAL GROUND



TYPICAL DEEP SERVICE CONNECTION
N.T.S.

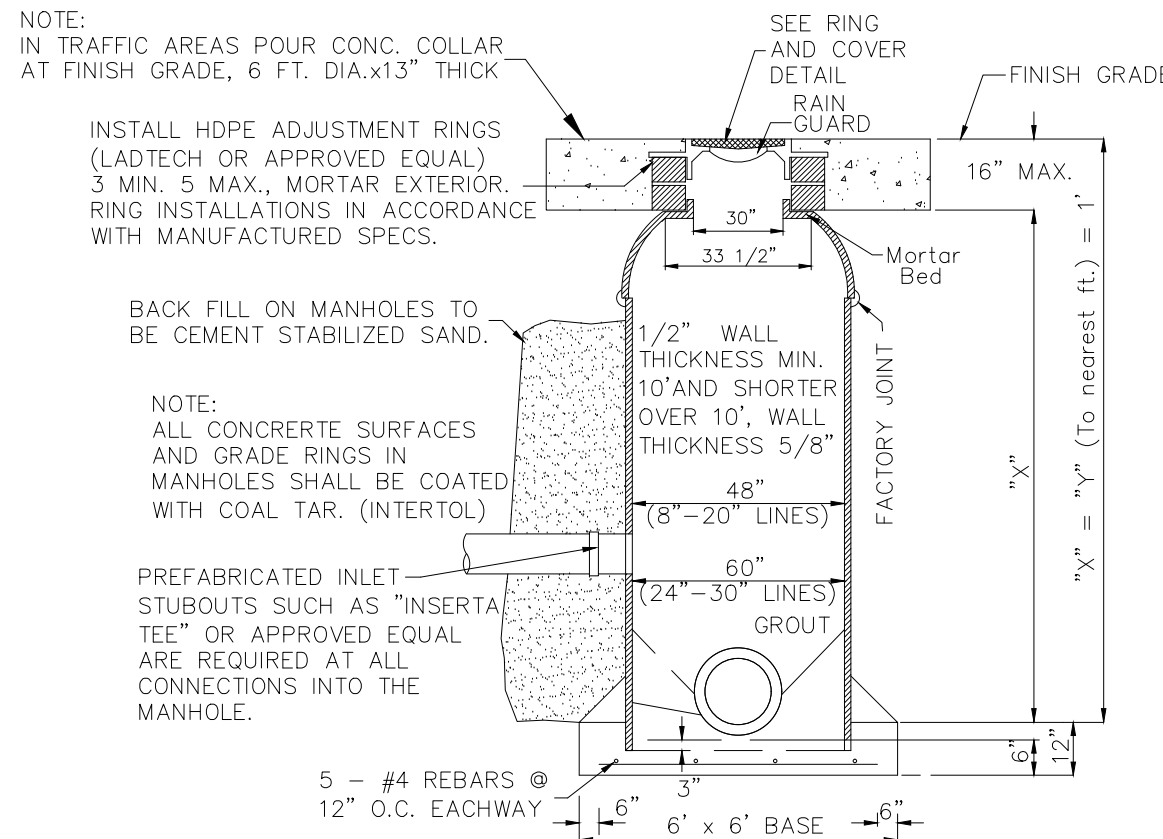
NOTE:

WARNING TAPE FOR WATER TO BE 1' FOOT ABOVE INSTALLED SERVICE LINE



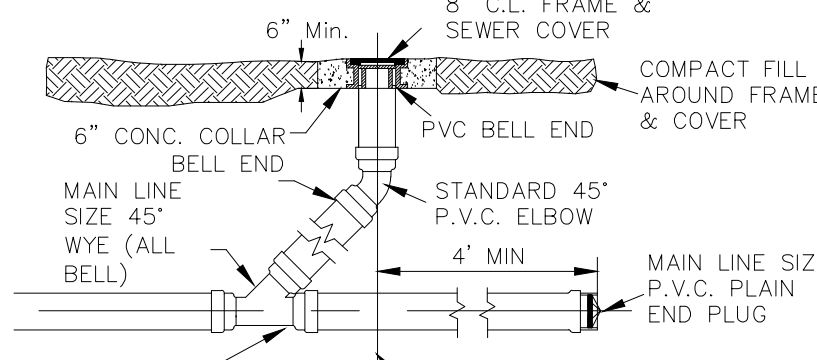
PIPE:
POLY (VINYL CHLORIDE) (PVC) SEWER PIPE SHALL CONFORM TO REQUIREMENTS OF ASTM D-3034-73-JOHNS-MANVILLE "RING TITE" PVC (SDR-35) SEWER PIPE OR APPROVED EQUAL.

TYPICAL SEWER SERVICE LINE INSTALLATION
N.T.S.



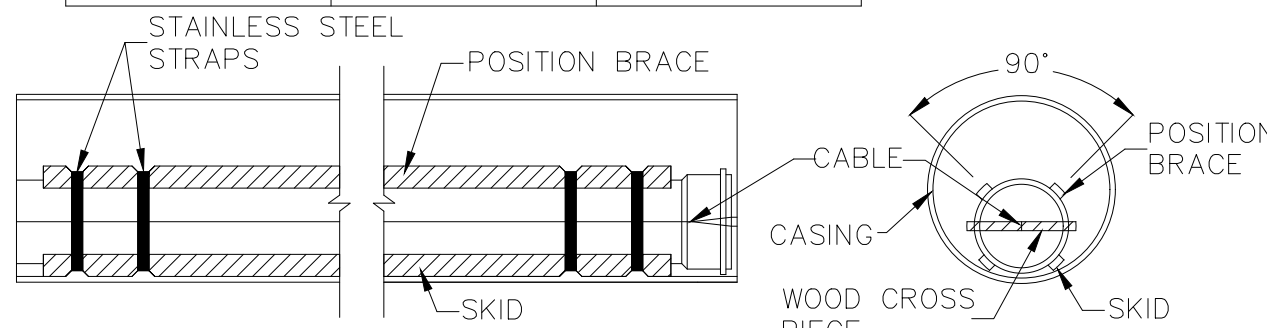
TYPICAL FIBERGLASS MANHOLE

NOTE:
SOLVENT WELDED SLIP ON JOINTS MAY BE USED ON VERTICAL RISING SECTION OF PIPE WITH A MINIMUM OF 4" CONCRETE ENCASEMENT ON ALL SIDES.



TYPICAL SANITARY SEWER CLEANOUT
N.T.S.

PIPE SIZE	CASING SIZE	No. OF SKIDS
6"	12"	4
8"	16"	4
12"	20"	4
16"	24"	5



STEEL PIPE CASING & SKIDS
N.T.S.

JOB No.

20197.00

BY

DATE

REVISION

MELDEN & HUNT, INC.

CONSULTANTS • ENGINEERS • SURVEYORS

800 GRANT CITY, TX 78841

PH: (956) 381-0981

FAX: (956) 487-9256

WWW.MHINC.COM

ESTABLISHED 1987

ENG. TECH: CESAR

PROJECT ENG: MARIO REYNA

TSBOOK:

1. RELEASE DATE:

2. RELEASE DATE:

3. RELEASE DATE:

SCALE:

AS NOTED

MELDEN & HUNT, INC.

TEXAS REGISTRATION F-1435

STATE OF TEXAS

MARIO A. REYNA

117368

PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARIO A. REYNA, P.E. 117368

03/21/2022

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GREENER PASTURES

MOBILE HOMES

SUBDIVISION PHASE II

WESLACO, TEXAS

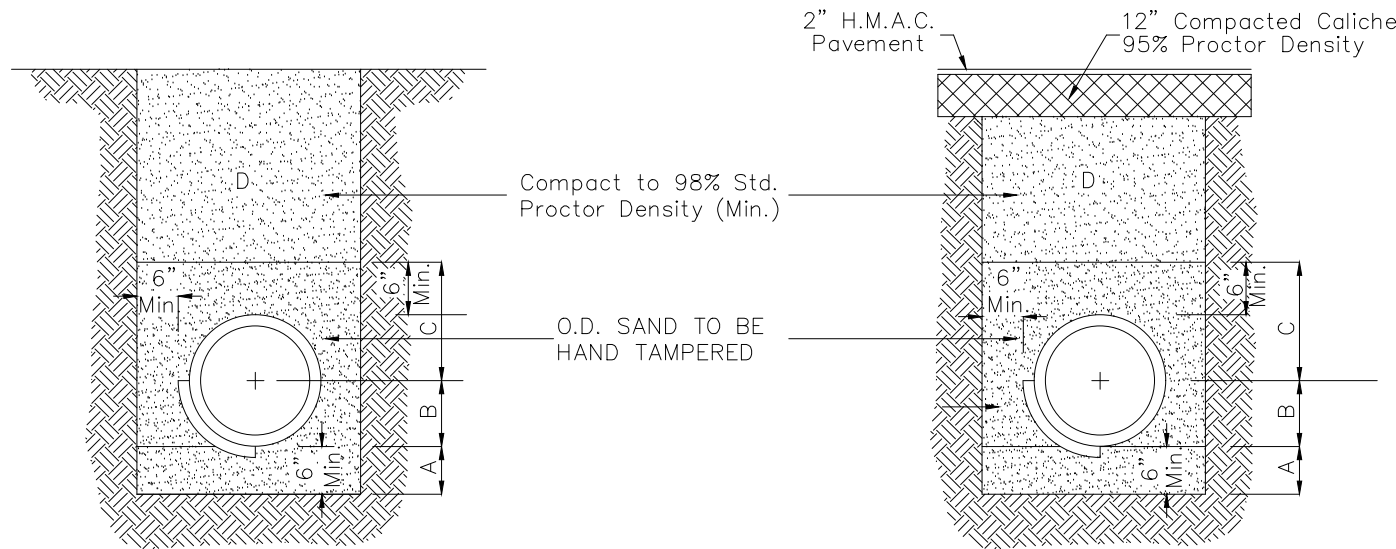
HIDALGO COUNTY

SEWER DETAILS

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File Name: 20197.00

SHEET 2 OF 3

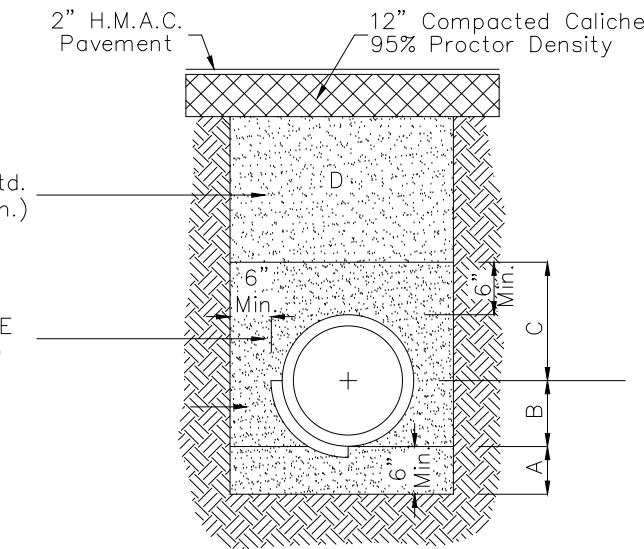


STANDARD PIPE BEDDING
UNDER GRASSED AREA

- A. SAND BEDDING TO BE PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE (MIN. THICKNESS = 6")
- B. SAND BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, WATER JET, HAND TAMPED)
- C. SAND BACKFILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, HAND TAMPED)
- D. FILL TRENCH W/SELECT BACKFILL, W/8" LIFTS COMPACT TO 95% STD. PROCTOR, 3% OPTIMUM MOISTURE CONTENT
- FOUNDATION PREPARATION (WELLPONTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO 3% OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

WATER LINE - BACKFILL A,B,C,D
SEWER LINE - BACKFILL A,B,C,D
SAND TO BE ARROYO SAND W/ PI <15



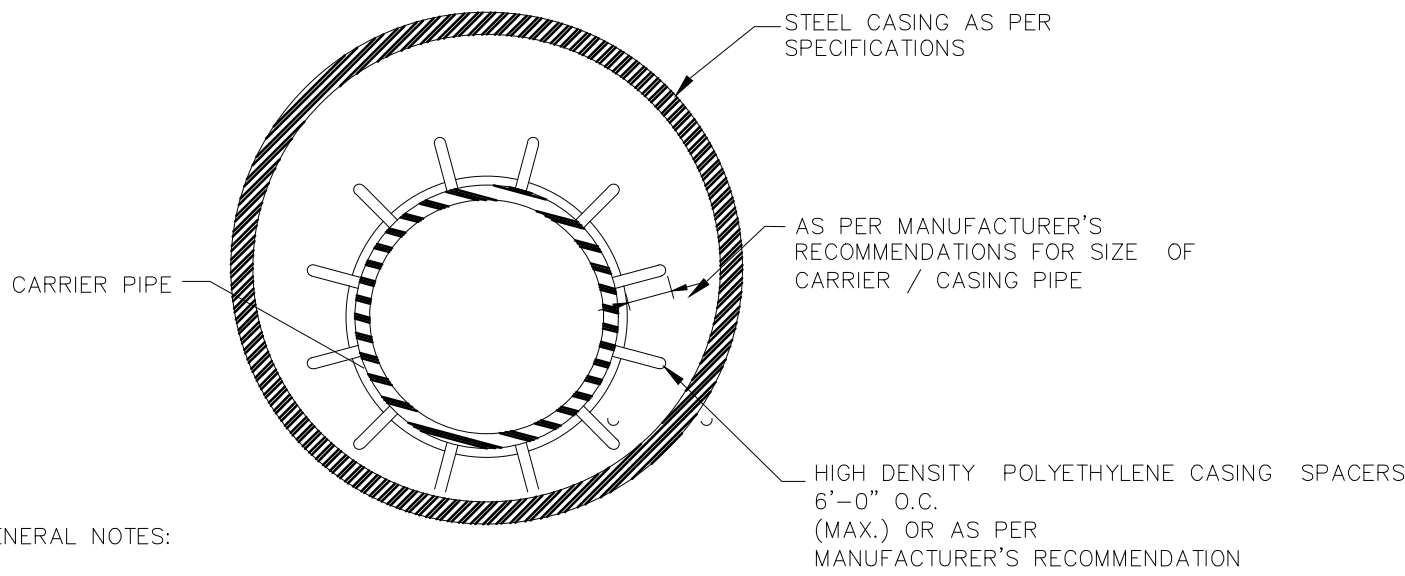
STANDARD PIPE BEDDING
UNDER EXISTING PAVEMENT OR PROP. PAVEMENT

- A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")
- B. SAND BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, WATER JET, HAND TAMPED).
- C. SAND BACKFILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, HAND TAMPED).
- D. FILL TRENCH W/SAND CEMENT STABILIZED BACKFILL W/8" LIFTS COMPACTED TO 98% STANDARD PROCTOR DENSITY, 3% OPTIMUM MOISTURE CONENT
- FOUNDATION PREPARATION (WELLPONTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO 3% OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

WATER LINE - BACKFILL A,B,D
SEWER LINE - BACKFILL A,B,C,D
SAND TO BE ARROYO SAND W/ PI <15

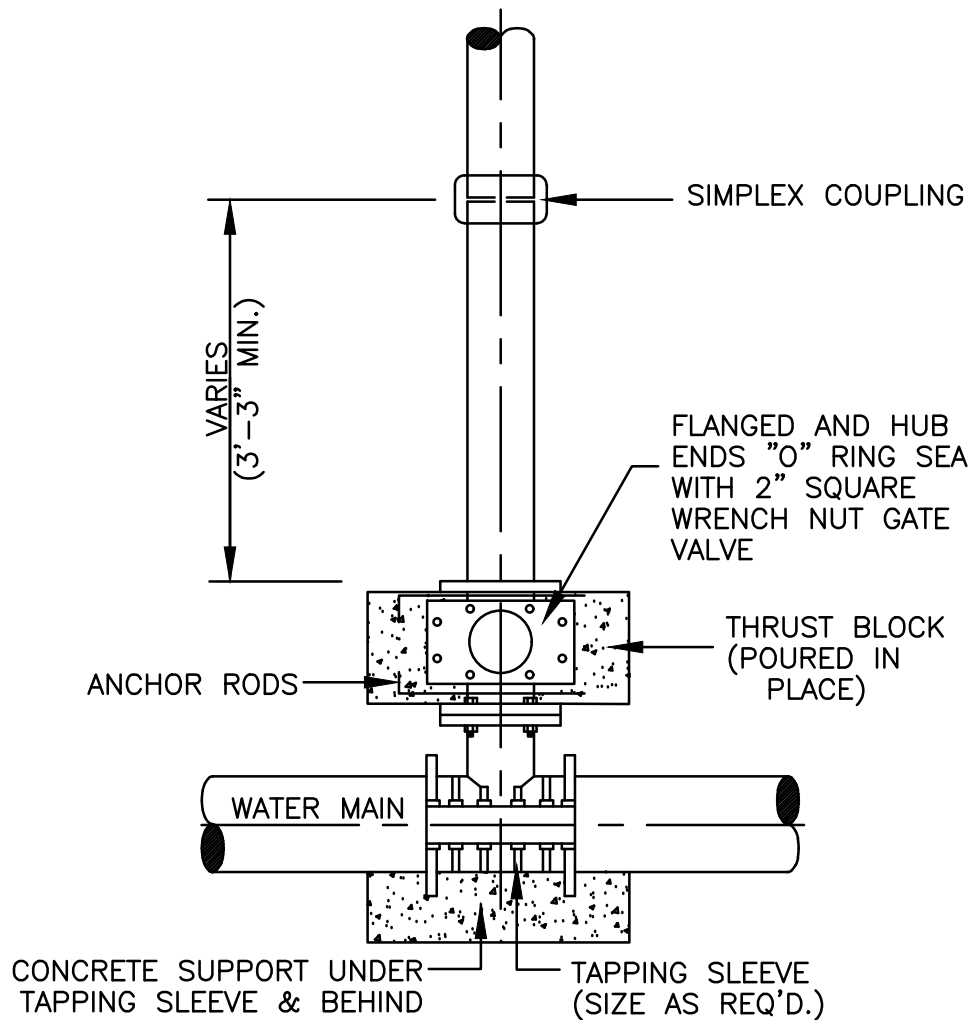
BORING INSTALLATION		
CARRIER PIPE SIZE	PIPE CASING SIZE	MIN. WALL THICKNESS
6"	14"	0.250"
8"	16"	0.250"
10"	18"	0.344"
12"	21"	0.344"
14", 15"	24"	0.344"
16"	26"	0.344"
18"	30"	0.375"
24"	36"	0.375"
36"	48"	0.625"



GENERAL NOTES:

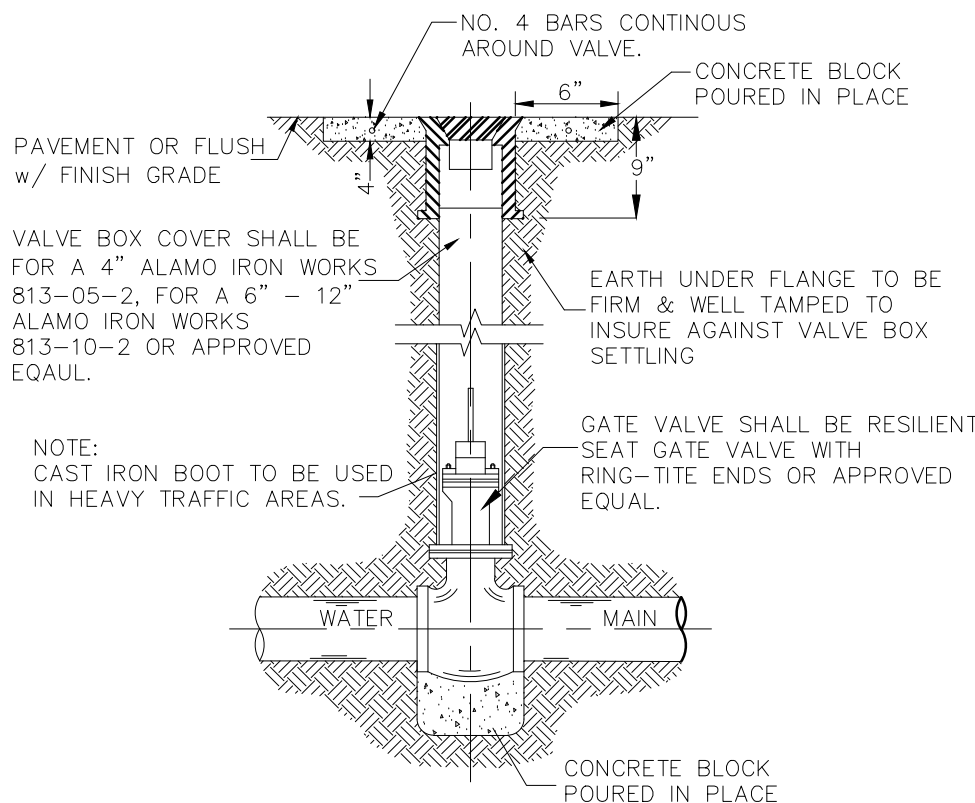
- ALL STEEL CASING SHALL BE WELDED.
- STEEL CASING SHALL BE CLOSED AT EACH END USING BRICK OR BLOCK AND MORTAR GROUTED.
- CASING SPACERS SHALL BE USED TO INSTALL THE CARRIER PIPE INSIDE THE ENCASEMENT PIPE. CASING SPACERS SHALL FASTEN TIGHTLY ONTO THE CARRIER PIPE SO THAT WHEN THE CARRIER PIPE IS BEING INSTALLED THE SPACERS WILL NOT MOVE ALONG THE PIPELINE. CASING SPACERS SHALL BE DOUBLED ON EACH END OF THE ENCASEMENT.
- PROJECTION - TYPE CASING SPACERS SHALL BE CONSTRUCTED OF PREFORMED SECTIONS OF HIGH DENSITY POLYETHYLENE. THE FLEXIBLE SECTIONS SHALL BE JOINED TOGETHER AROUND THE PIPE TO PROVIDE A MINIMUM OF 16 PLASTIC PROJECTIONS PER SPACER SECTION OR AS RECOMMENDED BY MANUFACTURER.
- INSTALLATION AND SIZE OF SPACERS SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS.

UTILITY LINE BORE DETAIL
N.T.S.



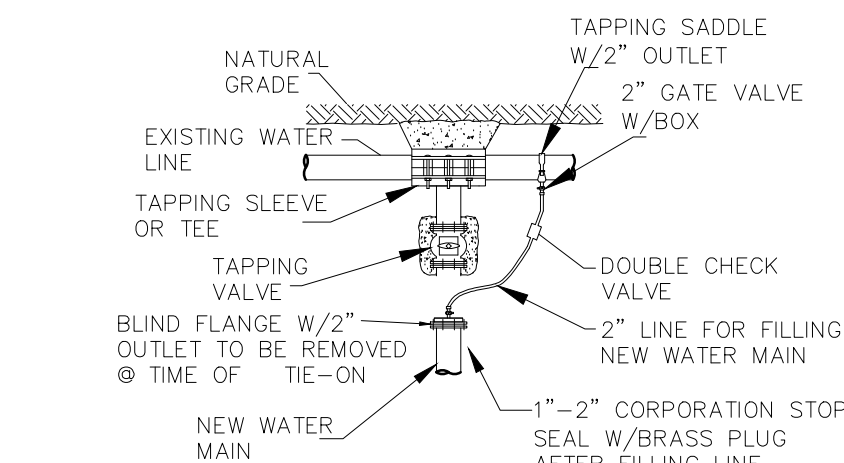
TAPPING SLEEVE AND VALVE INSTALLATION
N.T.S.

Tapping tees shall be stainless steel



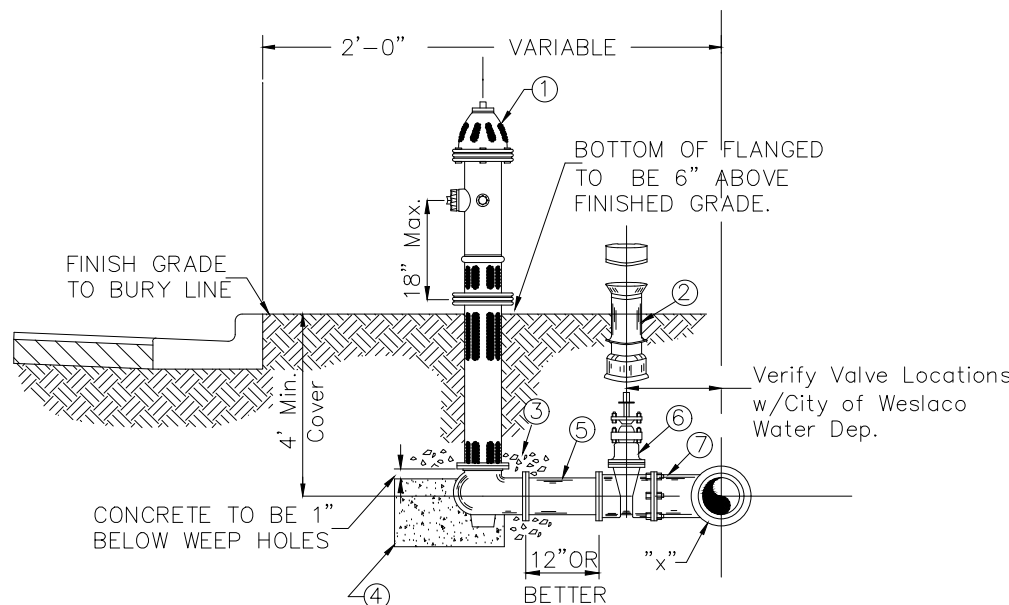
TYPICAL VALVE AND VALVE BOX
INSTALLATION ON MAIN LINE

Mueller (A-2360 series) or American Darling (series 500) Only



METHOD FOR FILLING NEW WATER LINES
PRIOR TO CHLORINATION AND TESTING

- NOTES:
- THIS METHOD SHALL ALSO BE USED AT A NEW CONNECTION TO AN EXISTING DEAD END LINE.
 - AFTER THE NEW LINE HAS BEEN DISINFECTED & PRESSURIZED, THE VALVE AT THE CONNECTION TO THE EXISTING LINE SHALL BE OPENED (BY CITY OF WESLACO) TO FLUSH OUT THE SUPERCHLORINE.
 - 2" TAP FEE NEED TO BE PAID BY DEVELOPER, CONTRACTOR, OR CUSTOMER.



STANDARD FIRE HYDRANT INSTALLATION
Mueller(Super Centurion 250 A-423)

NOTE:

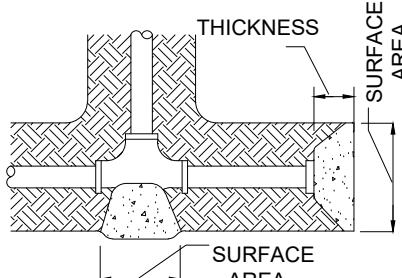
- OIL SHALL BE PLACED IN HYDRANT AT THE TIME OF INSTALLATION.
- PUMPER NOZZLE SHALL FACE ROADWAY. (5 1/2" N.S.T.)
- IN CERTAIN INSTANCES, WHERE DISTANCES PERMITS, A PARALLEL TEE OR UNION-TITE 90° ELBOW W/RESTRAINING LUGS MAY BE USED IN LEIU OF A STANDARD TEE. FINAL APPROVAL BY CITY OF WESLACO REQUIRED.
- TAPPING SLEEVES TO HAVE STAINLESS STEEL BOLTS AND NUTS
- ALL VALVES, FITTINGS & HYDRANTS & ACCESSORIES TO BE GREASED & WRAPPED IN PLASTIC.
- ALL VALVES, FITTINGS AND ACCESSORIES, VALVE BOXES, METER BOXES AND COVERS WILL BE OF DOMESTIC ORIGIN AND APPROVED BY CITY OF WESLACO WATER DEPARTMENT

FIRE HYDRANT INSTALLATION
CONSISTS OF FIRE HYDRANT, VALVE
AND VALVE BOX

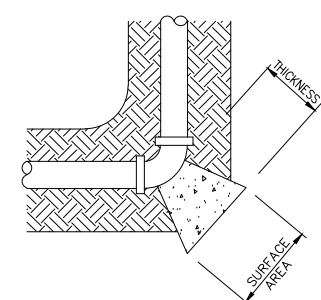
FIRE HYDRANT UNIT SHALL INCLUDE:

- 1- FIRE HYDRANT w/ (4 1/2" PUMPER NOZZLE)
- 1- VALVE BOX
- 3 CU. FT. GRAVEL
- 3 CU. FT. CONCRETE 1" BELOW HYDRANT WEEP HOLES)
- 1' OR BETTER PVC SPOOLS
- 1-6" RESILIENT SEAT GATE VALVE (FLANGED X M.J. OR P.O.)
- 1-X"x6" CAST IRON TEE X" WATER MAIN DIA. (FLANGED X M.J. OR P.O.)

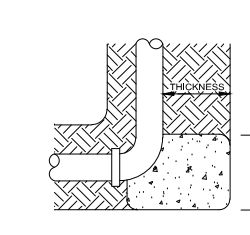
THRUS BLOCK SIZE			
HORIZONTAL BENDS			
DIAMETER OF PIPE IN INCHES	SURFACE AREA SQ. FT.	THICKNESS IN INCHES	WEIGHT AT VERTICAL BENDS-LBS.
22-1/2" BENDS			
6 OR LESS	2	8	1,700
8	3	12	3,000
10	3.5	12	4,500
12	4	14	6,600
14	5	18	9,000
16	6	18	11,800
45° BEND			
6 OR LESS	4	12	3,200
8	5	14	5,800
10	6	18	9,000
12	7	18	13,000
14	8	24	17,000
16	11.5	24	23,200
90° BEND			
6 OR LESS	6	12	6,000
8	8	15	10,700
10	10	18	16,700
12	12	18	24,000
14	18	24	32,600
16	24	24	42,700
TEES & DEAD ENDS			
6 OR LESS	3	12	--
8	4	15	--
10	6	18	--
12	8.5	18	--
14	11.5	24	--
16	15	24	--



VERTICAL BENDS



HORIZONTAL BENDS



HYDRANT BURLYS

NOTE:
ALL VALUES SHOWN ARE MIN. FOR A HYDROSTATIC PRESSURE OF 150 P.S.I. AND A SOIL RESISTANCE OF 2,000 LBS. PER SQ. FT. WITH PIPELINE HAVING A MIN. OF 3 FT. OF COVER WITH CURB & GUTTER AND A 5 FT. MIN. WITHOUT CURB & GUTTER

THRUST BLOCKS DETAILS

NOTE: SEE THRUST BLOCK SIZE CHART FOR PROPER THICKNESS AND SURFACE AREAS

JOB No.

20197.00

BY

DATE

REVISION

ENG. TECH: CESAR

PROJECT ENG: MARIO REYNA

T-BOOK

1. RELEASE DATE:

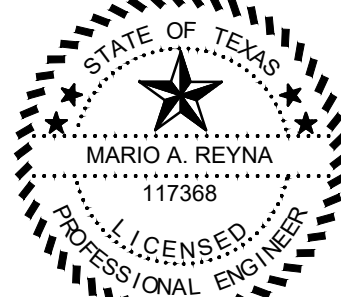
2. RELEASE DATE:

3. RELEASE DATE:

SCALE:

AS NOTED

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435



THE SEAL APPEARING ON
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AUTHORIZED BY
MARIO A. REYNA, P.E. 117368

03/21/2022
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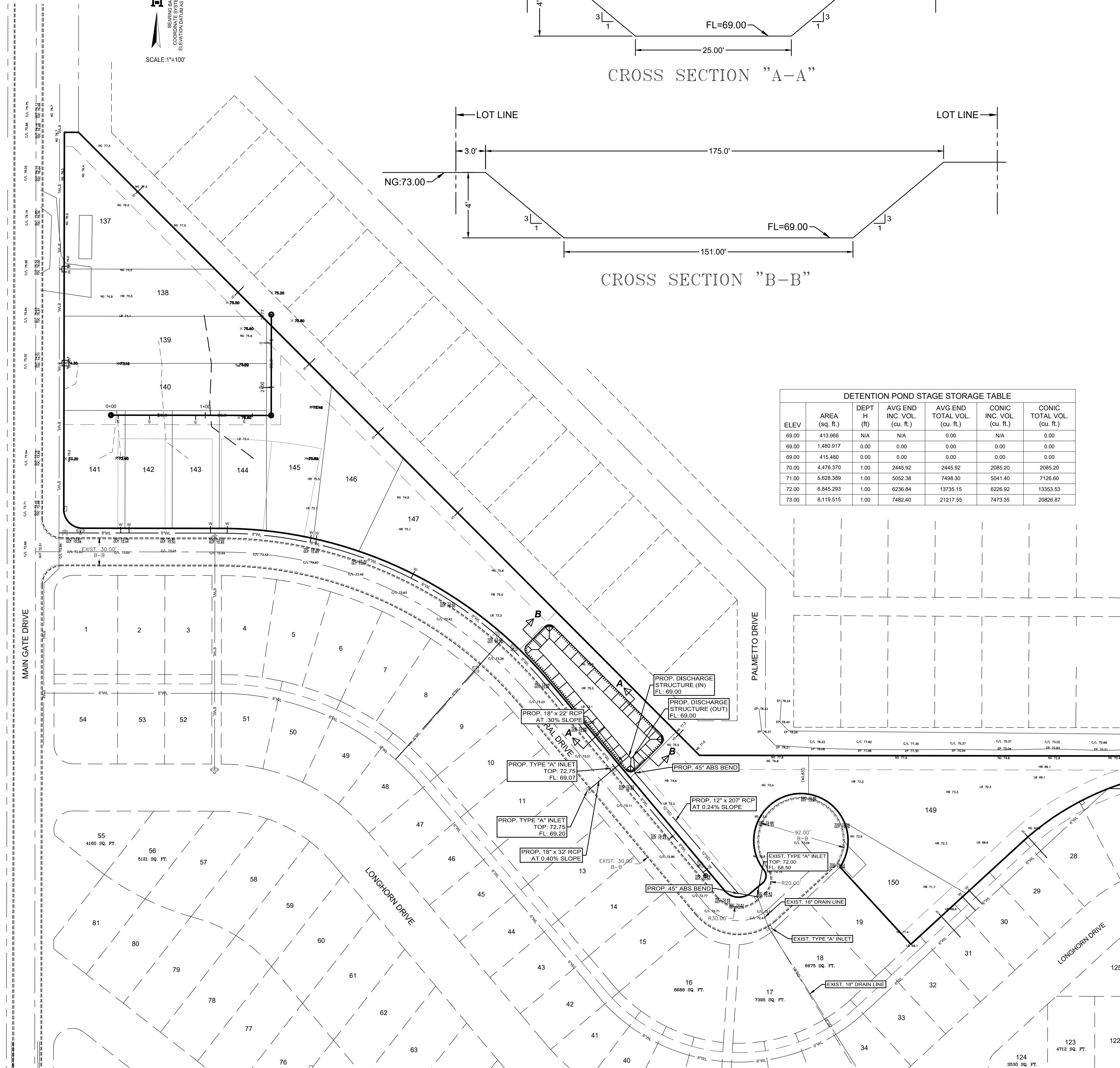
GREENER PASTURES
MOBILE HOMES
SUBDIVISION PHASE II
WESLACO, TEXAS
HIDALGO COUNTY

WATER DETAILS

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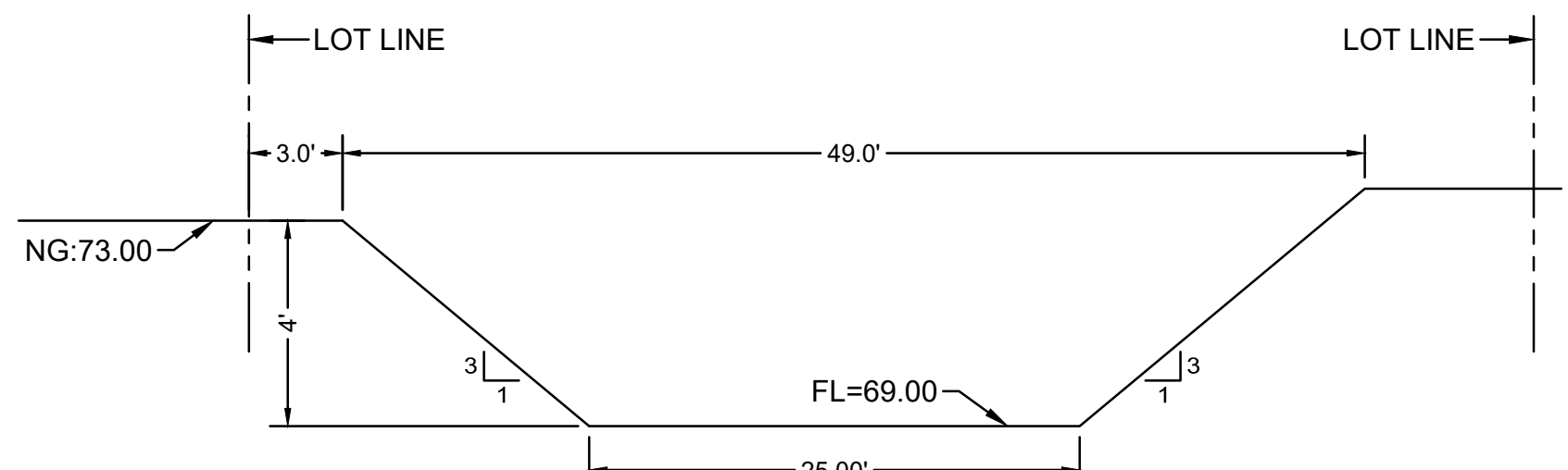
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SHEET 3 OF 3

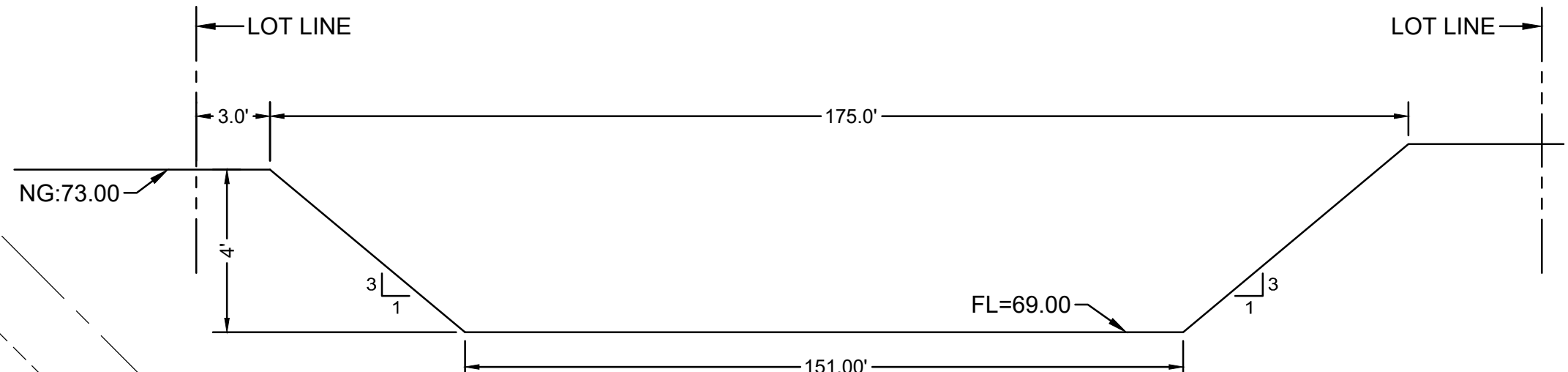


BEARING BASIS AS PER TEXAS
COMMISSION ON LAND SURVEYING
ELEVATION DATUM AS PER T&E (1985-2000)

SCALE: 1"=100'



CROSS SECTION "A-A"



CROSS SECTION "B-B"

DETENTION POND STAGE STORAGE TABLE					
ELEV	AREA (sq. ft.)	DEPT H (ft)	AVG END INC. VOL. (cu. ft.)	AVG END TOTAL VOL. (cu. ft.)	CONIC INC. VOL. (cu. ft.)
69.00	413.966	N/A	N/A	0.00	N/A
69.00	1,480.917	0.00	0.00	0.00	0.00
69.00	415.480	0.00	0.00	0.00	0.00
70.00	4,476.370	1.00	2445.92	2085.20	2085.20
71.00	5,628.389	1.00	5052.38	7488.30	5041.40
72.00	6,845.293	1.00	6236.84	13735.15	6226.92
73.00	8,119.515	1.00	7482.40	21217.55	7473.35

JOB No.
20197.00

REVISION

DATE

BY

ENG. TECH: CESAR

PROJECT ENG: MARIO REYNA

T-BOOK

1. RELEASE DATE:

2. RELEASE DATE:

3. RELEASE DATE:

SCALE:

MELDEN & HUNT, INC.

CONSULTANTS • ENGINEERS • SURVEYORS

1000 W. 15TH STREET, SUITE 100

EDINBURG, TEXAS 78541

PH: (956) 381-0981

FAX: (956) 487-8256

TX. LICENSE NO. 117368

ESTABLISHED 1997

AS NOTED

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARIO A. REYNA, P.E. 117368

Mario Reyna 03/21/2022

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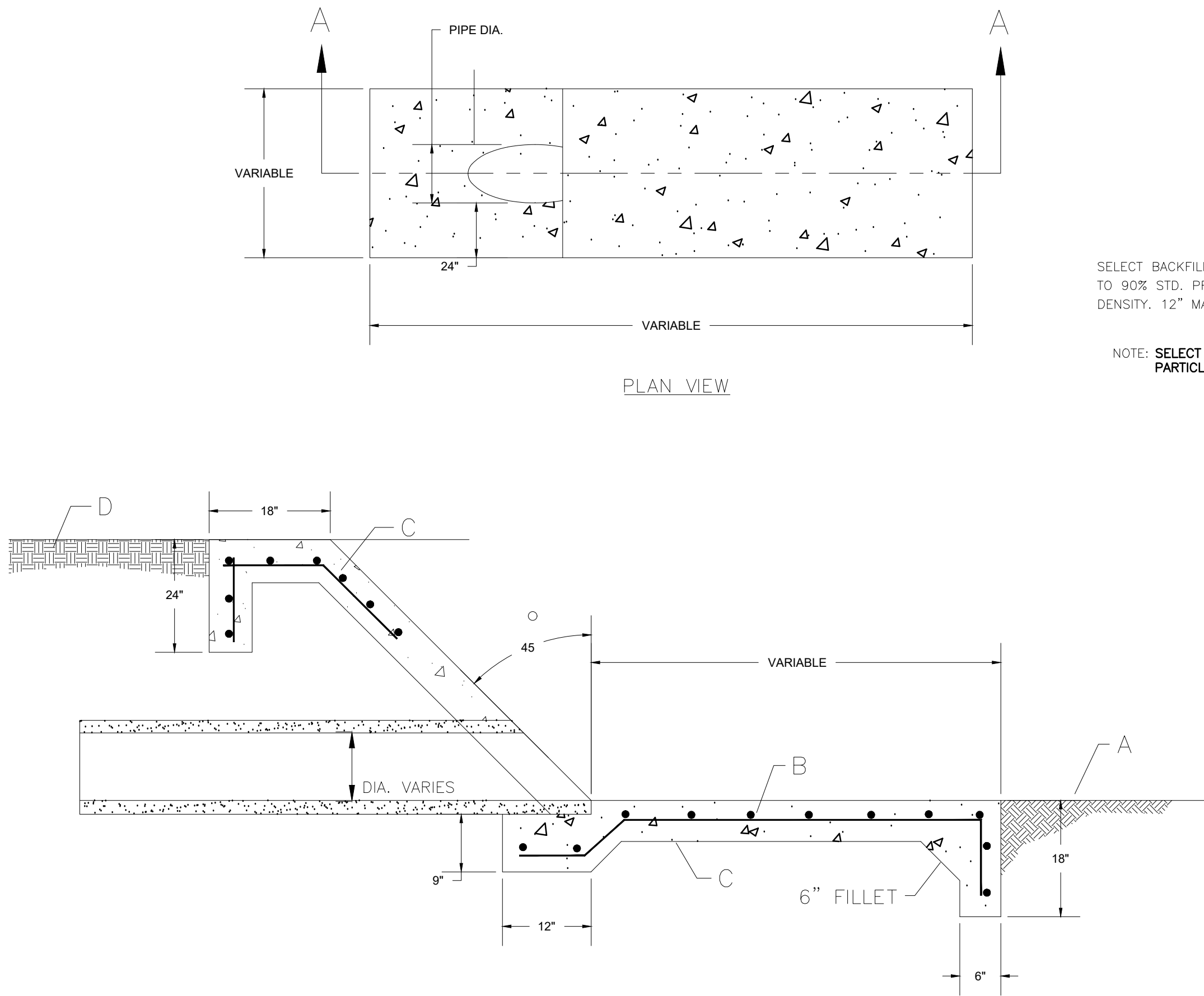
GREENER PASTURES
MOBILE HOMES
SUBDIVISION PHASE II
WESLACO, TEXAS
HIDALGO COUNTY

UTILITY LAYOUT

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File Name: 20197.00

SHEET 1 OF 2



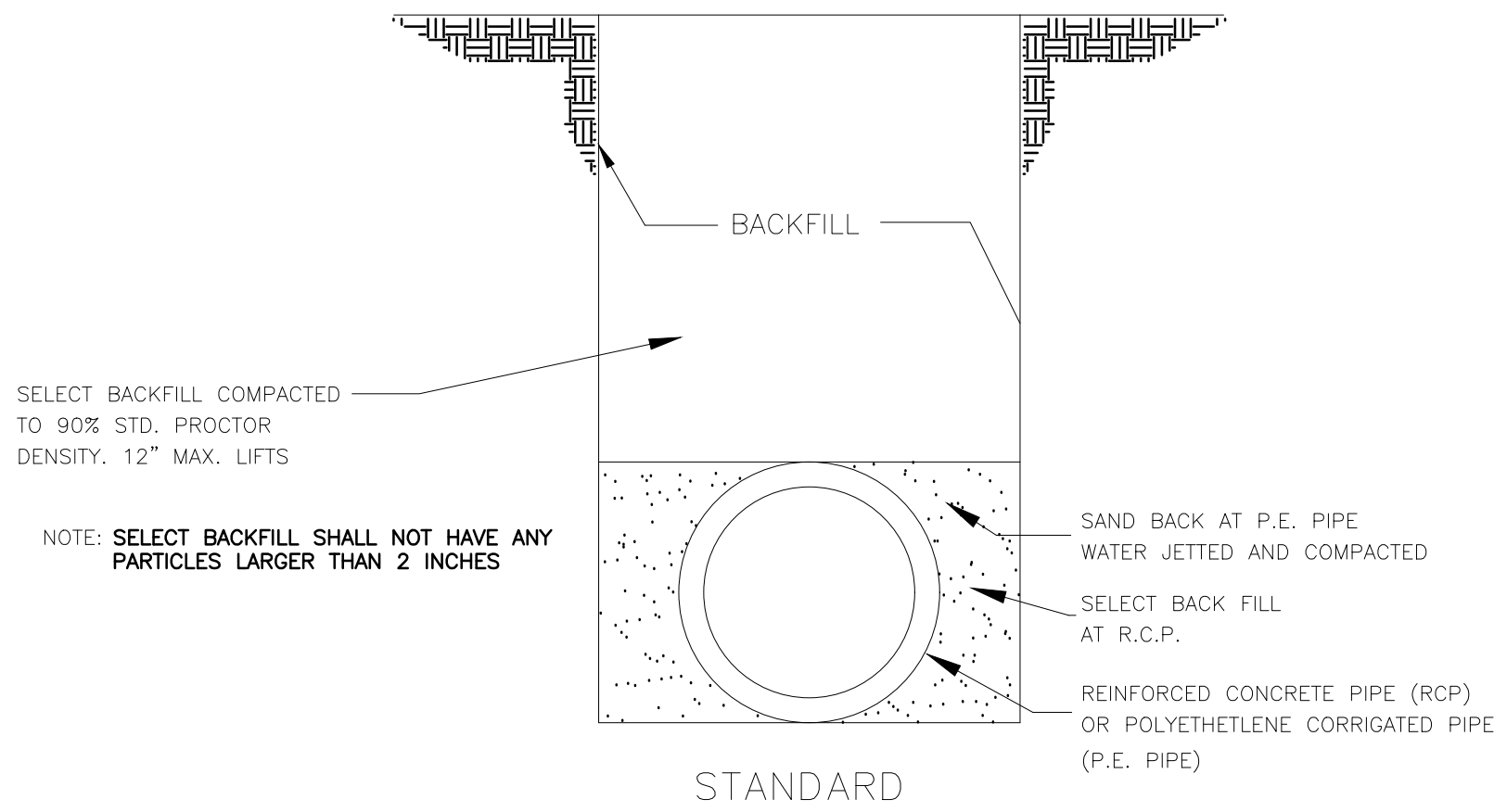
GENERAL NOTES:

1. CONCRETE TO HAVE 3000 P.S.I. AT MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL STEEL TO HAVE 4000 P.S.I. YIELD STRENGTH.

CONSTRUCTION NOTES:

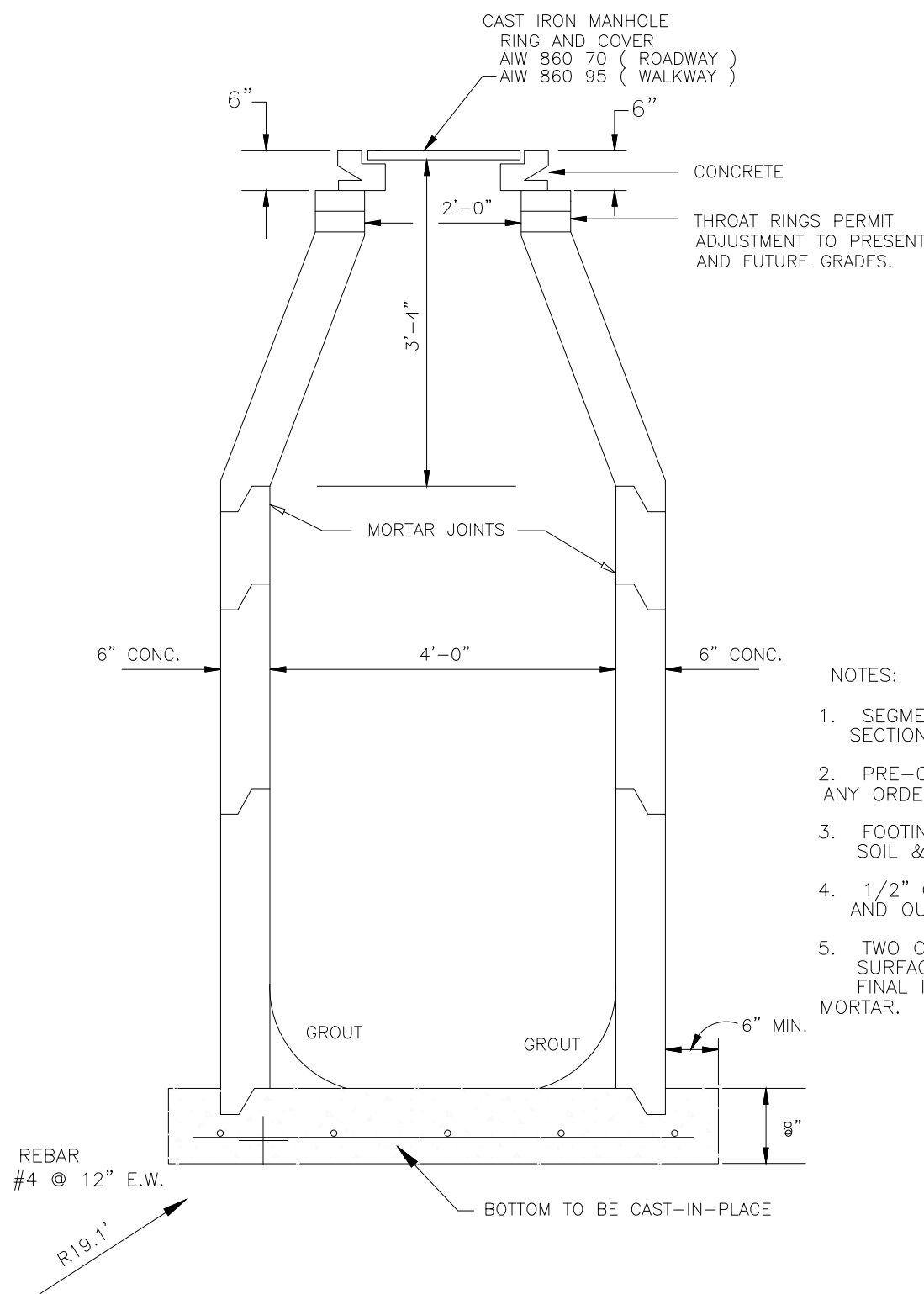
- A. DRAIN DITCH FLOW-LINE.
- B. 6" X 6" X No. 6 WIRE MESH OR EQUAL.
- C. MIN. 3" COVER REQUIRED ON EVERY SIDE.
- D. MIN. 95% COMPACTION.

CONCRETE HEADWALL DETAIL
N.T.S.

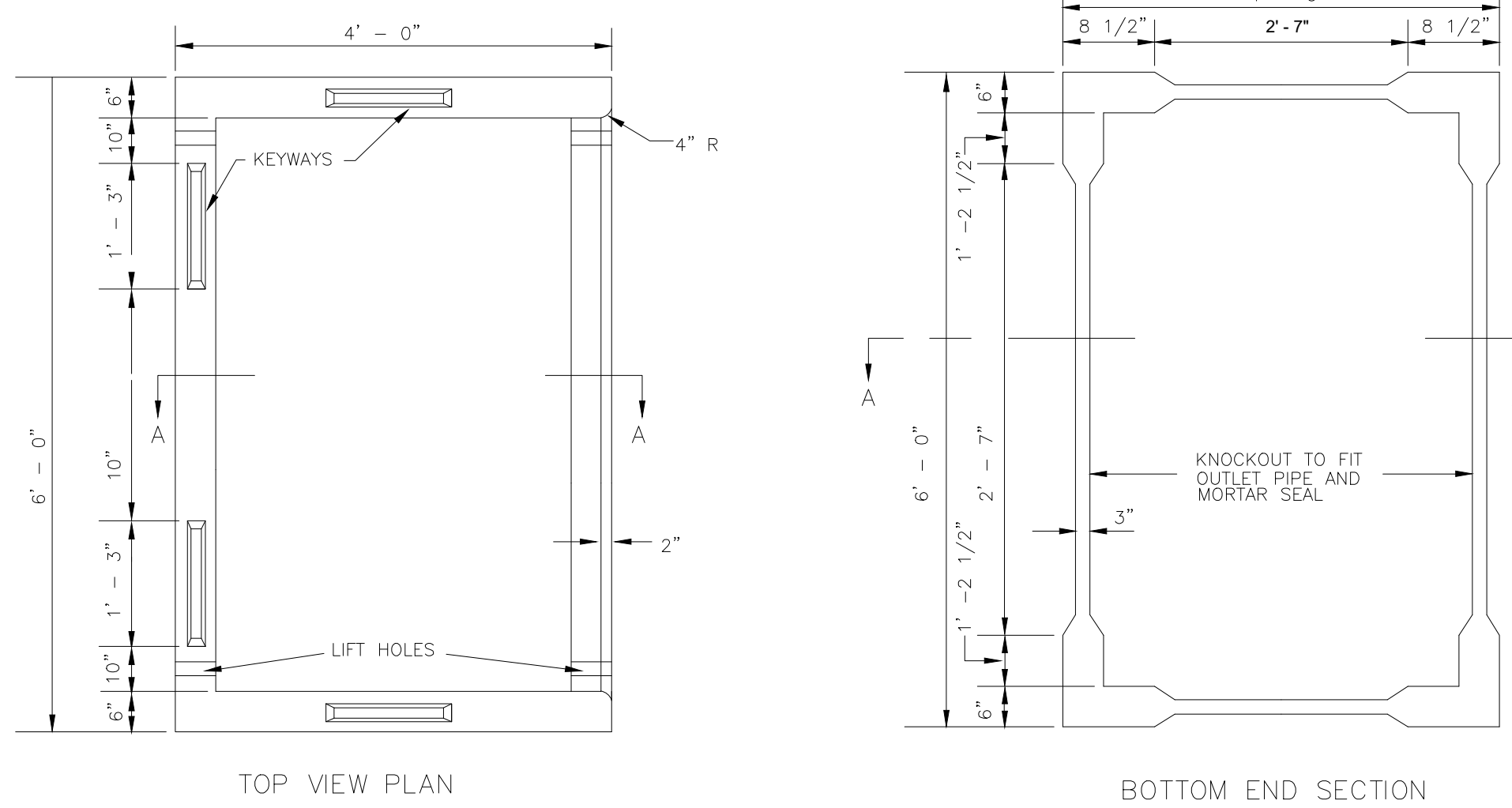


UNDER PROPOSED PAVEMENT/BUILDING
N.T.S.

BEDDING AND BACKFILL DETAIL
(STORM DRAINAGE)
N.T.S.

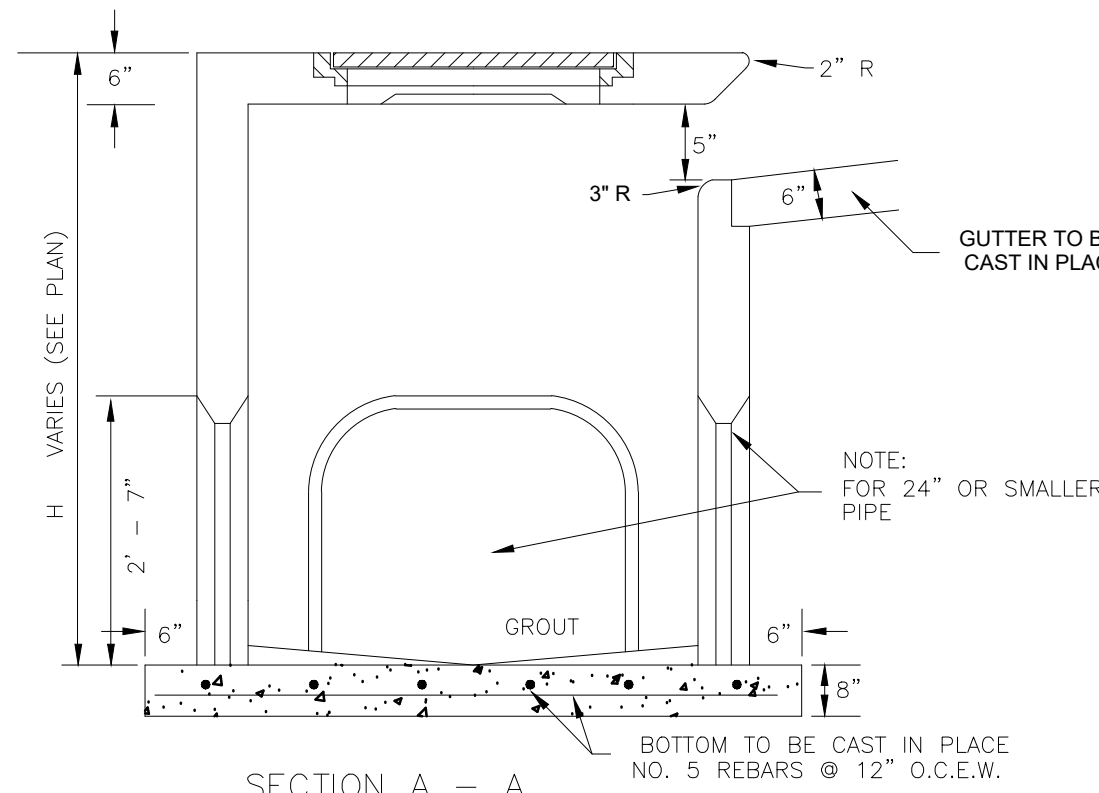


STORM SEWER
STANDARD PRECAST MANHOLE
N.T.S.



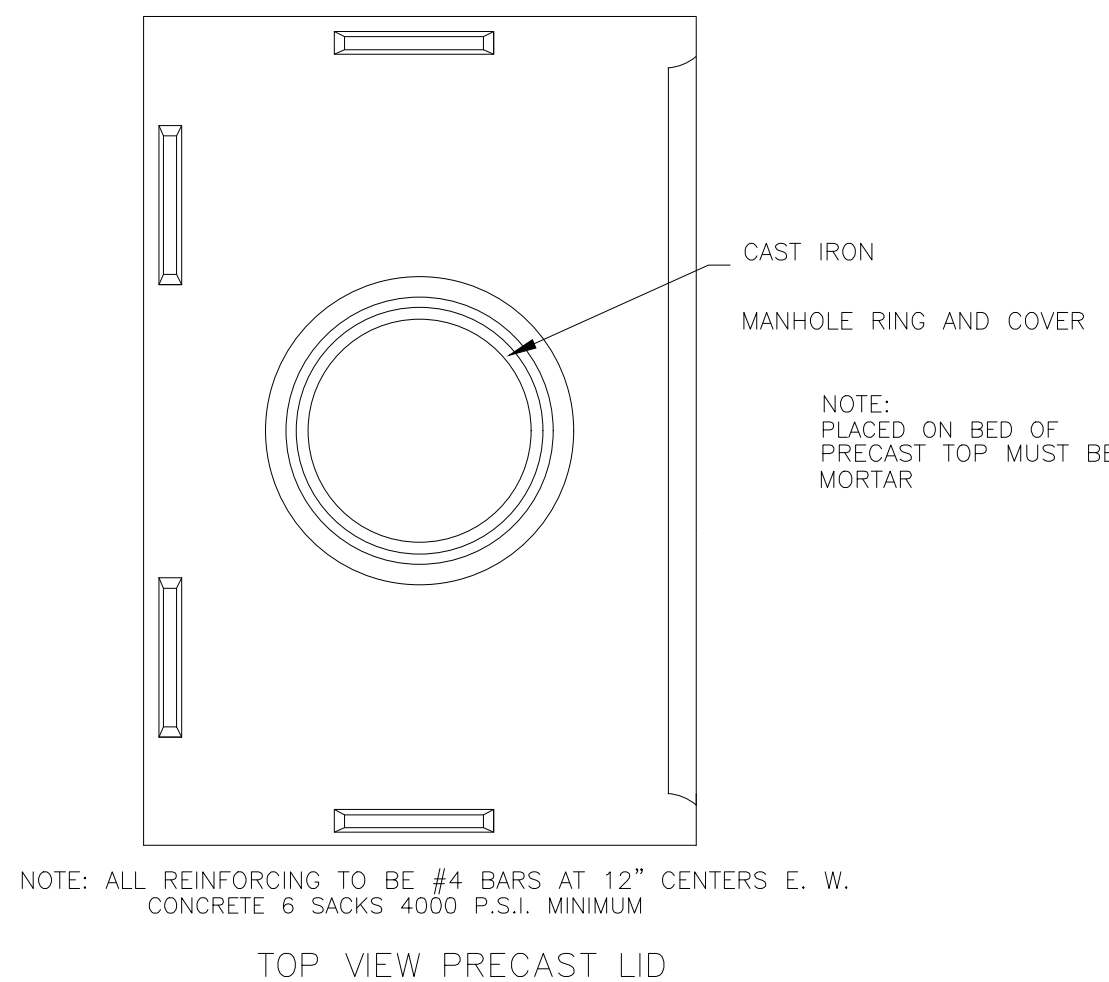
TOP VIEW PLAN

BOTTOM END SECTION

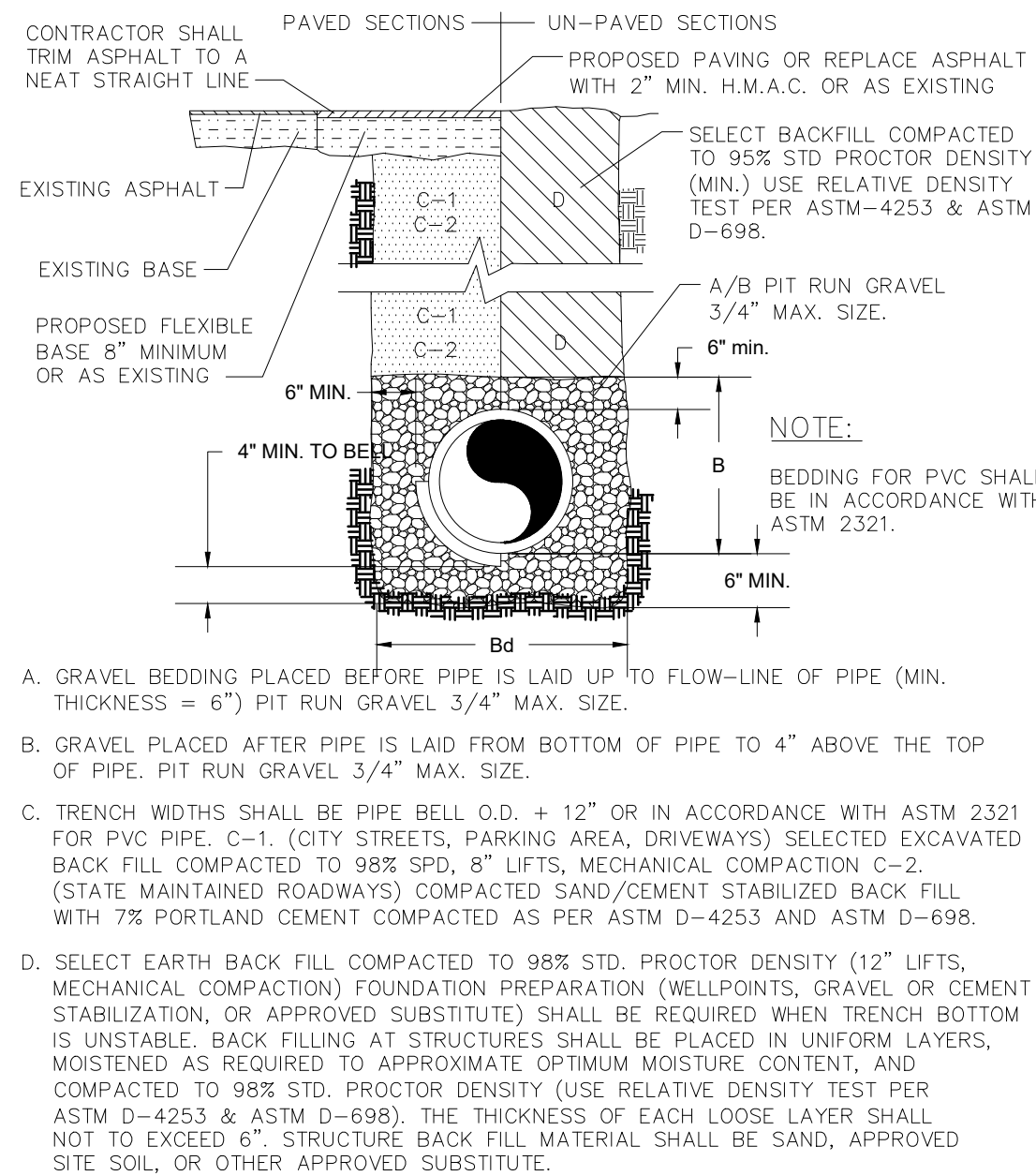


SECTION A - A

TYPE "A" INLET
N.T.S.



TOP VIEW PRECAST LID



STORM SEWER
(LOW PRESSURE PIPE)
N.T.S.



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5468	
From:			
Subject: Approval to apply for the FY22 Law Enforcement Agency De-Escalation Grants - Community Policing Development Solicitation Grant in an amount not to exceed \$250,000 with NO MATCH Required and NO RECURRING COST and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, https://cops.usdoj.gov) is pleased to announce that it is seeking applications for funding for the COPS Office FY22 Community Policing Development (CPD) program. CPD funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.			
Funding Source (budget code, if applicable): 16.710			
Amount: \$250,000		Term of Impact: 24 months	Identified in Current Budget: No
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):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5469	
From:			
Subject: Approval to apply for the FY22 School Violence Prevention Program Grant for an amount not to exceed \$500,000 with 25% local match and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, https://cops.usdoj.gov) announces a competitive solicitation for applications for the COPS Office FY 2022 School Violence Prevention Program (SVPP). The goal of this program is to improve security at schools and on school grounds through the implementation of evidence-based school safety programs and technology.			
Funding Source (budget code, if applicable): 16.710			
Amount: \$500,000	Term of Impact: 36 months	Identified in Current Budget: No	
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):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5471	
From:			
Subject: Approval to apply for the FY22 Preventing School Violence: BJA's Stop School Violence Program Grant for an amount not to exceed \$1,000,000 with NO MATCH REQUIRED and NO RECURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) seeks applications for funding to prevent violence in a K-12 school setting. This program furthers the DOJ's mission by supporting and assisting county, local, territorial, and tribal jurisdictions in improving efforts to reduce violent crime in and around schools.			
Funding Source (budget code, if applicable): 16.839			
Amount: \$1,000,000	Term of Impact: 36 months	Identified in Current Budget: No	
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):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5472	
From:			
Subject: Approval to apply for the FY22 Implementing Crisis Intervention Teams - Community Policing Development Solicitation grant in the amount not to exceed \$350,000 with NO MATCH REQUIRED and NO RECURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, https://cops.usdoj.gov) is pleased to announce that it is seeking applications for funding for the COPS Office FY22 Community Policing Development (CPD) program. CPD funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.			
Funding Source (budget code, if applicable): 16.710			
Amount: \$350,000		Term of Impact: 24 months	Identified in Current Budget: No
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):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5473	
From:			
Subject: Approval to apply for the FY22 Supporting Law Enforcement Agencies in Seeking Accreditation - Community Policing Development Grant for an amount not to exceed \$250,000 with NO MATCH REQUIRED and NO RECURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, https://cops.usdoj.gov) is pleased to announce that it is seeking applications for funding for the COPS Office FY22 Community Policing Development (CPD) program. CPD funds are used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.			
Funding Source (budget code, if applicable): 16.710			
Amount: \$250,000		Term of Impact: 24 months	Identified in Current Budget: No
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):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation:			
Attachments, if any:			

Responsibilities upon Approval:



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5308
From:		
Subject: Discussion and review of a proposed Ordinance consolidating all general provisions regarding standards of appointed boards, committees and ad hoc committees and authorize the Mayor to execute any related documents. Possible action (There was no action on March 15, 2022; staffed by Interim City Manager.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA NORMA CANTU Martin Garza		Created/Initiated New
City Manager Comments: Discussion and review.		
Staff Recommendation:		
Attachments, if any: Proposed ordinance final Boards and committees draft as of 06-02-22		
Responsibilities upon Approval:		

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE CITY OF WESLACO, TEXAS, CONSOLIDATING ALL GENERAL PROVISIONS REGARDING PROCESSES AND STANDARDS FOR CITY COMMISSION APPOINTED BOARDS AND COMMISSIONS, AND OTHER RELATED MATTERS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco, Texas (the “City”), is a home rule municipality authorized by State law and the City’s Charter; and

Whereas, It is in the City of Weslaco’s best interest to ensure that all provisions regarding processes and standards governing City boards, commissions, and committees are consolidated.

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

§ Sec. 1-100. Purpose.

The following shall govern the creation and operation of all boards, committees, and commissions created by ordinance or resolution passed by the City Commission of the City of Weslaco unless specified otherwise by the City Commission in an ordinance or resolution, these rules are intended to govern those boards, committees, and commissions created pursuant to the authority granted by state law, federal law, to the extent not in conflict with state or federal law; City appointees to boards, committees, and commissions jointly created with the County or any other governmental entity; boards, committees, and commissions with special membership requirements set out elsewhere within City Ordinance or Resolution, such as but not limited to the Weslaco EDC Board, Planning and Zoning Commission and the Board of Adjustments; but are not intended to govern those boards, committees, and commissions created pursuant to the authority granted by the City Charter or those boards, committees, or commissions whose members are comprised of City employees or to an individual City employee sitting on a board, committee, or commission as an ex officio member; or to Council Committees or Subcommittees.

§ Sec. 2-100. Application.

(a) All applications shall be submitted to the office of the City Secretary for consideration for appointment.

§ Sec. 3-100. Information on boards and commissions.

(a) Informational material, which includes current data about all boards, committees, and commissions, will be available to prospective appointees at the office of the City Secretary.

§ Sec. 4-100. Membership.

(a) Each board, committee, or commission shall consist of no more than seven (7) members unless otherwise approved by City Commission or by special membership requirements set out elsewhere within City Ordinance, Articles of Incorporation and By-Laws.

(b) In order to be qualified to serve, all applicants for boards, committees, and commissions must be residents of the city and continue such residency during the term of their appointment, if appointed unless an exemption is permitted by the City Commission.

(c) When making appointments to boards, committees, and commissions, the city shall not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, veteran status, age or disability.

§ Sec. 5-100. New member orientation.

(a) Orientation will be provided to all newly appointed board, committee, and commission members by the pertinent city department. Specific information on policies and procedures for the respective board, committee or commission will be provided at that time.

(b) Board, committee, and commission members must be kept abreast of all issues related to the board, committee or commission and its responsibilities.

§ Sec. 6-100. Meeting Procedures.

(a) Boards, committees, and commissions will conduct meetings in accordance with the latest edition of Robert's Rules of Order, or in accordance with meeting procedures adopted by the board, committee, or commission that ensure basic parliamentary procedures are followed.

(b) Board, committee, and commission meetings shall be conducted in accordance with the Texas Open Meetings Act. A majority of the number of seats on the board or commission shall constitute a quorum to convene a meeting; in all other matters upon which the board, committee or commission may vote, a majority of the members in office shall be necessary for adoption. Non-voting members do not count when determining a quorum.

(c) The pertinent city department shall be responsible for posting the meeting notices seventy-two (72) hours prior to the meeting at the city hall bulletin board that is accessible to the public during and after working hours and uploaded to the city's website in accordance with Chapter 551 of the Texas Government Code.

(d) Proxy votes are not allowed.

(e) The pertinent city department shall prepare and maintain minutes of the board, committee, or commission meetings. Such minutes shall be maintained in accordance with the city's records retention schedule. All records are subject to the Texas Public Information Act.

§ Sec. 7-100. Attendance.

(a) If a board, committee, or commission member's attendance at a regularly scheduled meeting(s) exceeds 50 percent or more absences on an annual basis from the appointment date, or a member misses three (3) consecutive unexcused absences from a regularly scheduled meeting, the respective department liaison shall notify the office of the City Secretary. The department liaison shall notify the member in writing that the member will be removed from the respective board, committee, or commission, without any further action by the City Commission.

(b) Such removal shall act as direction to the office of the City Secretary to advertise for applications to the board, committee, or commission from which the member was removed. The new member shall serve out the remainder of the term of the removed member.

(c) A member who is removed from a board, committee, or commission for failure to meet the attendance requirement is ineligible to seek appointment to any board, committee, or commission for a period of one (1) calendar year from the date of the member's automatic removal.

(d) Any member of the City Commission elected by the public appointed to a board, committee, and commission is exempt from the provisions of attendance.

§ Sec. 8-100. Removal from office.

(a) Requests for removal of a board, committee, or commission member must be submitted in writing to the office of the City Secretary. The City Secretary may advertise for applications to the board, committee, or commission from which the member was removed. Once appointed by the City Commission, the new member shall serve out the remainder of the term **but no more than 6 years**. Reasons for removal from office may include the following:

(1) Inability of a member to perform or neglecting to perform the duties required or failure to adhere to the regulations of the board, committee, or commission.

(2) Inability to fulfill the responsibilities of the office by being disruptive/combative at meetings, doing damage to the public good.

(3) Lack of cooperation with the board, committee, commission members and staff to the point where projects are being affected.

(4) Member chronically causing unrest at the meetings.

(5) If a member misses a meeting, the member must call the city department or Chairman and request his/her absence be approved by the board. If the board approves the absence, it will not be counted as one of the three (3) unexcused absences.

(6) If a board member misses three (3) unexcused absences, the Chairman must send a letter to the City Secretary requesting that that member be replaced.

§ Sec. 9-100. Resignations.

(a) All resignations should be in writing, filed with the office of the City Secretary, and state the specific date of resignation and the name of the board, committee, or commission from which the member is resigning.

(b) All resignations shall take effect upon receipt by the office of the City Secretary and without any further action by the City Commission, shall constitute an automatic removal from the board, committee, or commission. The new member shall serve out the remainder of the term of the resigned member. **Pending discussion with Mayor on serving no more than 6 years.**

§ Sec. 10-100. City council ad hoc committee on boards and commissions.

(a) The office of the City Secretary shall maintain a list of all city boards, committees, and commissions. Periodically, the city secretary department may review all city boards, committees, and commissions for sunset, consolidation, or other recommended change.

§ Sec. 11-100. SEVERABILITY CLAUSE.

(a). 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.

§ Sec. 12-100. EFFECTIVE.

(a) This Ordinance shall take effect immediately from and after its date of final passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission on this the ____ day of _____, 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this the ____ day of _____, 2022.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5311
From:		
Subject: Discussion and consideration to award the most advantages RFP No.: 2021-22-09 to a Collection Services for the municipal court delinquent accounts and authorize the Mayor to execute any related documents. Possible action. (This item was tabled March 15, 2022; staffed by Municipal Court.)		
Background: The contract with the current collection agency has expired.		
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: First time to be placed on the agenda for selection.		
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): N/A		
ADELAIDA VEGA ROSA HUERTA Martin Garza		Created/Initiated New
City Manager Comments: Approved to proceed with RFP process for the selection of services, pursuant to the committee's recommendation.		
Staff Recommendation: The decision will be up to the Commission.		
Attachments, if any: Memo re Delinquent Services, MUNICIPAL ACCOUNTS - EVALUATION CRITERIA, Evaluation Summary		
Responsibilities upon Approval: Upon approval, we will proceed with logistics of the contract.		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Andrew Muñoz, Interim City Manager

INTERDEPARTMENTAL MEMO

WESLACO MUNICIPAL COURT

DATE: March 10, 2021

TO: Mayor, Commissioners, and Interim City Manager

FROM: Rosa Badillo, Court Administrator

SUBJECT: RFP for Collection Services

On January 4, 2022, the commission approved to go out for RFP for Collection Services of delinquent municipal court accounts. We were able to obtain four proposals submitted. You will see all four proposals attached so you can review. The review committee have evaluated all 4 proposals and I have attached the Evaluation Summary for you to review as well.

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

15. Provide formats for monthly reports to the municipal judge and quarterly reports to the City Commission. Including a detailed report of collection with dollar amounts and quantities, a summary of delinquent and collections by month, and an aged accounts receivable balance report.

16. Describe in detail what information is required fro the City of Weslaco in support of the collection service.

17. Any other items, which the respondent deems necessary.

18. Proposed project schedule.

19. Capacity to provide the service required in a timely and consistent manner.

IV. Evaluation Process

After the deadline for receipt of electronic PROPOSAL, The City Manager at his discretion “may” establish an evaluation committee to review all proposals utilizing the evaluation criteria noted below. The Mayor and City Commission reserve the right to have an outside Consultant review all proposals and make recommendations to the City.

V. Selection Process

Based on the Evaluation Committee or outside Consultant’s review, it is expected that several firms may be short-listed for further consideration and may be required to submit supplemental information. Additionally, after review of the findings of the committee or the outside consultant submitted to the City Manager. Firms may be required to make a formal public presentation before the Selection Committee comprised of the Mayor and City Commission.

VI. Evaluation Criteria

The following criteria and weight factors will generally be used to evaluate the PROPOSAL:

1. Experience in providing costs, fines, & fees collection services to other government entities and success ration in performing this service. (0-20)
2. Capability to perform all of the costs, fines, & fees collection services required by this PROPOSAL, including technical capability. (0-20)
3. Reputation for personal and professional integrity and competence and knowledge of federal, state, and local regulations policies and procedures applicable to this type of service. (0-20)
4. Key personnel's professional background, caliber, and experience in providing the service required. (0-15)
5. Current workload and ability to meet schedules or deadlines. (0-15)
6. Service fee structure and copy of contract. Must be in accordance with the Applicable Law addressing Municipal Court Delinquent Costs, Fines & Fees Collections Services. (0-10)

VII. Additional Information

The following items must be included as part of your PROPOSAL Submittals:

Executive Summary

- List local office(s) and resources. Convey your organizations plan for conferring on a regular basis with the Presiding Judge. _____

- Overview of services proposed. _____

Delinquent Municipal Accounts and other Fines & Fees collection services:

- Proposed work plan. _____

- Defendant communications program. _____



**CITY OF WESLACO - RFP 2021-22-09
MUNICIPAL ACCOUNT - COLLECTION SERVICES
EVALUATION SUMMARY**



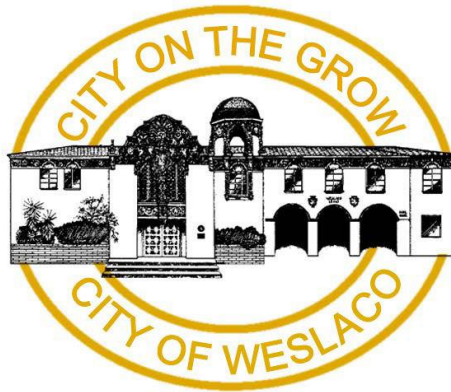
EVALUATOR		AMERICAN FINANCIAL	MVBA	PERDUE & BRANDON	THE CMI GROUP
1	*	10	15	18	10
1	**	10	20	20	20
1	***	10	20	15	18
CRITERIA 1 AVERAGE		10.00	18.33	17.67	16.00
2	*	15	15	15	15
2	**	20	20	20	20
2	***	20	20	20	20
CRITERIA 2 AVERAGE		18.33	18.33	18.33	18.33
3	*	15	15	15	15
3	**	15	15	15	15
3	***	20	20	20	20
CRITERIA 3 AVERAGE		16.67	16.67	16.67	16.67
4	*	10	15	15	13
4	**	15	15	15	15
4	***	10	15	15	15
CRITERIA 4 AVERAGE		11.67	15.00	15.00	14.33
5	*	15	15	15	15
5	**	8	10	10	12
5	***	15	15	15	15
CRITERIA 5 AVERAGE		12.67	13.33	13.33	14.00
6	*	5	5	5	10
6	**	8	10	7	10
6	***	7	7	7	10
CRITERIA 6 AVERAGE		6.67	7.33	6.33	10.00
T/P	*	70	80	83	78
T/P	**	76	90	87	92
T/P	***	82	97	92	98
TOTAL POINTS AVERAGE		76.00	89.00	87.33	89.33
		AMERICAN FINANCIAL	MVBA	PERDUE & BRANDON	THE CMI GROUP



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5452	
From:			
Subject: Discussion and consideration to approve solicitation of proposals from qualified insurance carriers for Group Health Insurance and authorize the Mayor to execute any related documents. Possible action. (There was no action on May 17, 2022; staffed by Human Resources Department.)			
Background: Health Insurance was initially awarded as a 1 year contract with an option to renew for one additional year. The renewal offer was presented to the commission and approved back on 07/20/2021 and will expire September 30, 2022. The city received renewal offer on 5/31/2022 with effective date 10/01/2022. Staff recommends solicitation of proposals for competitive bids.			
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):			
ADELAIDA VEGA Luz Galindo Martin Garza		Created	
City Manager Comments: Approve solicitation of proposals as recommended by Director of Human Resources.			
Staff Recommendation:			
Attachments, if any: COW GRP HEALTH RFP# 2021-22-21 Fully Funded			
Responsibilities upon Approval:			

City of Weslaco



Request for Proposal (RFP# 2021-22-21)

Group Health - Fully Funded

Effective Date: October 1, 2022

Deadline for Proposals: 10:00 A.M., June 28, 2022

Proposal should be clearly marked: RFP# 2021-22-21

Submit to:

Homer Rhodes,
City of Weslaco
Purchasing Department
255 S. Kansas Ave
Weslaco, Texas 78596

Prepared by: Roger Garza, Insurance Consultant
Valley Risk Consulting, Inc., 1200 Fresno, Suite C, McAllen, Texas 78501



City of Weslaco

Request for Proposals / RFP No.: 2021-22-21

Group Health - Fully Funded

Electronic submissions of proposals addressed to Homer Rhodes, Purchasing Agent, will be accepted via BIDNET. RFP deadline 10:00 AM on June 28, 2022, at which time they will be opened and read aloud via ZOOM meeting (Zoom link provided in RFP document).

Potential Respondents are advised that documents related to the solicitation of proposals can be downloaded from the City of Weslaco web page address: <https://www.bidnetdirect.com/texas/cityofweslaco>. Be advised that the BIDNET portal/website is the primary source of all proposal documents. **BIDNET portal/website must be monitored regularly for addendums and/or proposal notices. Respondents are responsible for obtaining all the necessary information required for a compliant proposal.**

A non-mandatory but recommended pre-proposal conference will be held on June 7, 2022 at 10:00 AM via ZOOM (link provided in RFP document).

<https://us02web.zoom.us/j/89614264118?pwd=M2JyNklLTW9DdFBTT0lBVksvWG9Rdz09>

The City of Weslaco reserves the right to accept or reject any or all proposals, to waive any informalities, and to accept the proposal to be the best value and most advantageous (as allowed in Local Government Code 252.043) to the City and to hold proposals for a period of sixty (60) days without taking action, for the purpose of reviewing and investigation of respondent's qualifications prior to award. Proposals must be submitted electronically through BIDNET, no other form of submission will be accepted.

City of Weslaco
Homer Rhodes
Purchasing Agent
956-447-2240
hrhodes@weslacotx.gov

Request for Proposals

Qualified professional individuals/firms interested in responding to this Request for Proposals (RFP) should include information requested in the following paragraphs. Failure to provide the information requested or falsification of any information provided shall result in disqualification of the participant.

REQUEST FOR PROPOSALS FOR GROUP HEALTH (FULL FUNDED)

ACKNOWLEDGMENT OF INTENT

Please fill in the requested information below as acknowledgment that your intent is to participate in the Request for Proposals noted above. If your firm is interested in participating, this sheet must be completed and returned via e-mail or in person upon receipt of this form:

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

and

Valley Risk Consulting, Inc.
Roger Garza, Insurance Consultant
1200 Fresno, Suite C
McAllen, Texas 78501
956) 664-1430
roger@vrctx.com

Name of Firm: _____

Address: _____

City, State Zip: _____

Telephone Number: _____ Fax Number: _____

e-mail: _____

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

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

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

**NOTICE TO RESPONDENTS
PLEASE RETURN THIS FORM UPON RECEIPT**

Executive Summary Notice Request for Proposals (RFP)

General Information:

1. The purpose of this Executive Notice is to highlight the key requirements of the Request for Proposal (RFP).
2. City of Weslaco is requesting proposals from qualified firms to provide Fully Funded Group Health Insurance.
3. Where applicable, all companies submitting proposal must be licensed by the Texas Department of Insurance and be permitted to contract with the State or any of its subdivisions. All insurance carriers must be rated by AM Best Company. Proposers who fall under the guidelines of the Interlocal Cooperation Act, Chapter 791, Title 7, Government Code, will be acceptable.
4. City of Weslaco may award to contract to the bidder who provides goods or services at the best value for the City in determining the best value for the City, the City may consider:
 - (1) the purchase prices.
 - (2) the reputation of the bidder and of the bidder's goods or services.
 - (3) the quality of the bidder's goods or services.
 - (4) the extent to which the goods or services meet the City's needs.
 - (5) the bidder's past relationship with the City.
 - (6) the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities.
 - (7) the total long-term cost to the City to acquire the bidder's goods or services; and
 - (8) any relevant criteria specifically listed in this request for bids or proposals
5. The contract will be effective as per Insurance Policy, or after city council approval whichever occurs later. The city would prefer a one-year contract with the option to renew for two (2) additional (separate) one (1) year terms, if there are no changes in terms and conditions, insurance agent or underwriting company, and the insurance rates do not increase more than 5% per year.
6. Written questions about this RFP and requests for additional information shall be **requested no later than Friday, June 10, 2022 10:00 a.m. via <https://www.bidnetdirect.com/texas/cityofweslaco>** or by emailing **Homer Rhodes hrhodes@weslacotx.gov** and **Valley Risk Consulting roger@vrctx.com**. The city will not respond to verbal inquiries. Any form of contact by an offeror or potential offeror regarding this RFP, at any time during the solicitation process from initial advertisement through award, with the Commissioners or any person employed by the City of Weslaco, other than through the communication channels stipulated in the Request for Proposal, or as subsequently instructed by the City of Weslaco through the solicitation process, will constitute grounds for rejection of their Proposal.
7. Public sector employers are not allowed, under current state law, to execute a document containing a Hold Harmless/Indemnification Clause causing the employer to be responsible for other parties' liability. Therefore, your documents should not contain any such clauses.
8. Since the City of Weslaco is interested in limiting costs associated with the acquisition process, offerors not intending to continue with the RFP are requested to submit a letter requesting they be taken off the mailing list for this solicitation. City of Weslaco reserves the right to reject any or all proposals, waive technicalities and to award the contract in the best interest of the City. Price alone will not be the sole determining criteria in the selection process.
9. Proposers must submit electronically <https://www.bidnetdirect.com/texas/cityofweslaco>

City of Weslaco

Group Health Insurance

(Fully Funded)

Section 1:

General Information

General Requirements, Instructions and Conditions

Section 2:

Proposer Questionnaires

Fully Funded Health Insurance

Section 3:

City Forms

Anti-Collusion Certification

W-9

Conflict of Interest

Form 1295 Certificate of Interested Parties

Felony Conviction Notice

Section 4:

Benefit Exhibits (Available on Website)

General Information

City of Weslaco Group Health Insurance (Fully Funded)

GENERAL REQUIREMENTS AND INSTRUCTIONS

A. Information

1. The information contained in these specifications is confidential and is to be used only in connection with preparing a proposal for the following insurance services or insurance coverages:

Group Health Insurance

2. The City of Weslaco reserves the right to accept or reject all or any part of the proposals, waive minor technicalities, and award the proposal to best serve their interest. The City of Weslaco also reserves the right to waive or dispense with any of the formalities contained herein.
3. Proposals are to be submitted on the basis of the specifications contained herein. Alternate proposals will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained.
4. The information contained herein is believed to be accurate and up to date but is not intended to be an express or implied warranty.
5. No telephone or fax proposals will be accepted. Proposals will only be accepted if delivered by U.S. Postal Services, Federal Express, UPS, or hand delivered. The City of Weslaco and Valley Risk Consulting or its representatives will not be responsible for missing, lost, or late mail. Any proposals received after the specified deadline will be returned to the proposer unopened.

B. Legal

All parties submitting proposals are expected to comply with federal, state, and local insurance laws and regulations relative to the preparation and submissions of insurance proposals. Specifically, the services to be provided are expected to follow the Americans with Disabilities Act (ADA), Family Medical Leave Act (FMLA), Health Insurance Portability and Accountability Act (HIPAA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to follow all applicable laws.

C. Communication and Time Frame

1. Written questions about this RFP and requests for additional information shall be **requested no later than Friday, June 10, 2022 10:00 a.m. via <https://www.bidnetdirect.com/texas/cityofweslaco>** or by emailing **Homer Rhodes hrhodes@weslacotx.gov** and **Valley Risk Consulting roger@vrctx.com**. Requests from vendors by phone, email or correspondence to the City of Weslaco or the agency's consultant to check the status of the proposal will not be permitted.
2. Copies of all correspondence relevant to this assignment will be distributed to all interested participants.
3. The RFP specifications will be available to interested parties **no later than 5:00pm Wednesday, May 25, 2022, on the City of Weslaco's website** : <https://www.bidnetdirect.com/texas/cityofweslaco>.
4. Agreement effective date will be determined by the Commissioners of the City of Weslaco.

D. Proposals

1. Proposals must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. Exceptions to or deviations from the specifications **must** be explicitly identified.
2. Multiple proposals from the same carrier/insurance company will not be accepted. Carriers/insurance companies may submit an attached list and **statement of qualifications** of agent/agencies requesting consideration.
3. Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications. They shall include an inventory list of products submitted attached to each proposal.
4. Proposal is to be based on duplication of the existing Plan of Benefits. Any deviations must be clearly identified and explained. All proposals will be assumed to have been submitted without any deviations unless clearly noted.
5. The amount of agent's commission and service work to be provided by the agent is to be included as part of the submitted proposal. **The city prefers that commissions not be embedded in the rates.**
6. The contents of the proposals shall be kept confidential during the process of negotiations. After the insurance agreement is awarded, all proposals will be available for public inspection.
7. The city is requesting that the proposals include commissions capped at no more than 3% of the premium and separated from the rates.

City of Weslaco

Group Health Insurance

(Fully Funded)

E. Disqualification and Rejection of Proposals

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the specifications, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.

F. Selection of Vendor

City of Weslaco reserves the right to reject any or all of the proposals, in whole or in part; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in their best interest of the City. The insurance consulting firm, Valley Risk Consulting, will review Proposals for completeness and for compliance with bid specifications. Eligible vendors should be available for questions and answers by telephone or personal appearance at the Consultant's or City Staff's request. The Commissioners' of the City of Weslaco will make the final decision of award.

G. Terms of Agreements

The City of Weslaco is seeking a contract for a primary term to commence upon award by the Commissioners' of City of Weslaco for an initial one-year term with the option to renew the agreement for two (2) additional one (1) year terms. **The agreement will not commence prior to October 1, 2022.**

The City of Weslaco reserves the right to terminate the agreement at the expiration of the budget period, during the term of the agreement or at the end of the one-year anniversary date on a sixty (60) days' notice. The agreement will be for current revenues only in accordance with Local Government Code Section 271.903 to terminate the agreement

The agreement is to contain cancellation provision that provides for sixty (60) days' notice of cancellation (except for non-payment) and sixty (60) days' notice for non-renewal or material change.

The City of Weslaco reserves the right to terminate the agreement at any time for any or no reason.

Authorized Signature

All proposal forms must be signed by persons who have legal authority to bind the insurer and administrator to the services that are proposed.

H. Enrollment

The selected Provider will be expected to provide knowledgeable licensed agents to explain benefit provisions during enrollment meetings to be conducted during the month of enrollment. The selected Providers will also be responsible for providing enrollment materials prior to the employee benefit enrollment meetings. The selected provider must provide a plan for non-contact enrollment, such as Virtual Enrollment.

Group Health Insurance

City of Weslaco currently provides medical benefits through a fully funded benefit program. The City's current group insurance carrier is **United Healthcare.**

City of Weslaco

Group Health Insurance

(Fully Funded)

CONDITIONS:

1. At completion of enrollment, City of Weslaco is to be provided with a master payroll deduction list that includes age, benefit amount and premium for both employee and dependent, if applicable.
2. Renewal rates must be explicitly explained and received by City of Weslaco sixty (90) days prior to the renewal date of October 1st.
3. The Insurance Company must have an A.M. Best rating of A- or better.
4. Tentative effective date is dependent on award date.
5. Under the provisions of the Patient Protection and Affordable Care Act (PPACA), City of Weslaco elected not to remain grandfathered, therefore, all the provisions under the Act apply.

City of Weslaco

Group Health Insurance

(Fully Funded)

Description of Plan **must** be in the labeled format below and include the following:

Section A – Questionnaire (Attached)

Section B - Schedule of Rates

Section C - Complete Description of Benefits

Section D - Complete Description of All Limitations & Exclusions

Section E - Signed Conflict of Interest Questionnaire (Attached)

Section F – Completed and signed Anti-Collusion Certification Form (Attached)

Section G – Completed and signed W-9 Form (Attached)

Section H – Completed and signed Form 1295 Certificate of Interested Parties (Attached)

Company Name

Address

Agent Name

Authorized Signature

Type Signatory's Name and Title

Telephone Number

Fax Number

Section

2

Proposer Questionnaire

Insurance Carrier /Administrator Information

1. Describe the Carrier/ Third Party Administrator submitting the proposal:
 - a Name of Carrier/TPA: _____
 - b Current Business Address: _____
 - c Mailing Address: _____
 - d Contact Person: _____
 - e Telephone Number: _____
 - f Type of Coverage Offered: ☐ Fully Funded ☐ EAP
* Provide Stop Loss (Specific & Aggregate)
 - g Please provide jurisdiction for corporation or partnership charter: _____
 - h Please provide date corporation or partnership chartered: _____
 - i Is the business entity licensed by the State of Texas as a Third-Party Administrator? ☐ Yes ☐ No
 - j Will you agree to provide a resume for each key employee in your organization upon request? ☐ Yes ☐ No
- 2 Will your firm provide insurance coverage for employees, spouses of employees, employees, and their children and family coverage based on employee selection/designation? ☐ Yes ☐ No
- 3 Will the carrier provide a breakdown of deductibles per individually insured by plan year, per family per plan year, per hospital admission, to include the use of PPO hospitals and non-PPO hospitals per emergency room visit, and all other pre-existing condition requirements and costs? ☐ Yes ☐ No
- 4 Will the carrier provide a clear statement of what procedures will not be covered and what procedures will be covered and their resulting deductibles? ☐ Yes ☐ No
- 5 Will the carrier provide a pharmacy prescription program that maximizes the use of discounts for both generic and brand-named drugs? (The Provider will provide specific and clear instructions on the use of the prescription program in addition to prescriptions and equipment covered and not covered and any resulting deductibles. The pharmacy prescription program shall also include specific coverage from pharmacies outside the local service area. In no case will a pharmacy prescription program be accepted that fails to have countywide pharmacy coverage.) ☐ Yes ☐ No
- 6 The Provider will provide for pregnancy coverage? ☐ Yes ☐ No

7 Will the carrier provide specifications on COBRA and will provide a Conversion of Benefits for separating employees provided the conversion does not add to the overall cost of those employees and dependents insured remaining in the program? ☐ Yes ☐ No

8 Will the carrier provide insurance that limits the amount of out-of-pocket expenses to the employee and provides and provides a responsive billing or accounting process? ☐ Yes ☐ No

9 The City's medical plan is "non-Grandfathered". Will your proposal reflect that? ☐ Yes ☐ No

10 Will you allow the City to carve out benefits to reduce premium? ☐ Yes ☐ No

11 Will agent compensation be paid outside the plan premiums? ☐ Yes ☐ No

12 Will employees have access to your company website to review pending claims? ☐ Yes ☐ No

13 Will your firm be providing virtual enrollment?
If not, please describe what non-contact enrollments your firm will provide:

14 If agent services are used, describe services to be performed by Agent. If multiple agents/agencies, the servicing agent should be selected by the carrier/company. Include name, address, and copy of agents E&O Insurance Certificate.

15 **Reporting Services (List any additional cost, if any):**

(a). Will Actuarial services be available? ☐ Yes ☐ No

(b). Will your firm provide ACA reporting requirements under IRC sections 6055/6056? ☐ Yes ☐ No

(c). Is there a cost associated with that service? If yes, describe:

(d). What additional steps will you take to ensure the City remains ACA compliant?

16 Are rates guaranteed fixed for a three (3) year period? ☐ Yes ☐ No

Explain:

17. Agent Information – Provide the following information for each agent. Greatest consideration will be given to proposals submitted through one (1) firm/agency and that include all the minimum requested benefits. The City reserves the right to award benefits as a package to one firm/agency, **which is most advantageous to the city.** Only those benefits and value-added services specifically listed will be considered.

Annual percentage rate for commission: _____

Provide copy of agent's Errors & Omissions Insurance Certificate (\$1,000,000) & Agent's current license.

Name, Mailing Address, Contact Number for agent:

Proposer Name:_____ **Address:**_____

Signature:_____ **Email:** _____

Telephone:_____ **Agent Name:** _____

Agent Address:_____ **Email/Telephone:**_____

Required Forms**Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295):**

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

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

Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. A sample Form 1295 is included in this procurement document to make prospective vendors aware of this requirement. Vendors are NOT required to complete the enclosed form and include it in their response. Complete instructions and important information can be located from the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐

Yes

☐

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ I have no Conflict of Interest to disclose.

5

Signature of vendor doing business with the governmental entity

Date

ADD ADDITIONAL PAGES AS NECESSARY

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school City must give advance notice to the City if the person, owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The City must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION, BUT THE COMPANY REPRESENTATIVE MUST CHECK OFF A SELECTION BELOW (A, B, OR C)

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR NAME: _____

AUTHORIZED COMPANY OFFICIAL’S NAME (PRINTED) AND SIGNATURE:

DATE: _____

******* PLEASE CHECK OFF A SELECTION BELOW*******

- () A. My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
- () B. My firm is not owned and/or operated by anyone who has been convicted of a felony.
- () C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon: _____

Details of Convictions(s): _____

NON-COLLUSION STATEMENT & SIGNATURE SHEET

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Further, I affirm that prior to or after the opening of this proposal, I (or any representative of my company) will not discuss the contents of this proposal with any person affiliated with City of Weslaco, other than the Purchasing Manager or his City of Weslaco Designee prior to the awarding of this proposal. I understand that failure to observe this procedure may cause my proposal to be rejected.

I also affirm that no officer or stockholder of the offeror (bidder) is a member of the staff, or related to any employee of the City of Weslaco, Mayor and City Commission except as noted herein

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the U. S. Government according to Executive Order 12549 entitled "Debarment and Suspension."

I, _____, have read the standard terms and conditions, **(Print/Type Name of Company Officer)**, general proposal requirements and assumptions background & the proposal specifications requirements, I fully understand them, and will fully execute them if I am awarded this proposal.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements and have signed the form.

I have read the criteria for evaluation that the City shall consider awarding this contract, as per Texas Education Code, Subchapter B, Section 44.031 (b).

I fully understand the proposal's insurance information forms and cost sheets.

COMPANY _____
ADDRESS _____
CITY, STATE, ZIP CODE _____
TELEPHONE/FAX _____

Signature

Title

Date

Available on Website



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5453	
From:			
Subject: Discussion and consideration to approve solicitation of proposals from qualified insurance carriers for group Dental Insurance and authorize the Mayor to execute any related documents. Possible action. (There was no action on May 17, 2022; staffed by Human Resources Department.)			
Background: Dental Insurance was initially awarded for 1 year with the option to renew for one additional year. Renewal offer presented to the commission and approved back on 07/20/2021. It will expire September 30, 2022. The city received a renewal offer from current carrier BCBS with no rate increase for the period 10/01/2022 through 09/30/2023. Staff recommends solicitation of proposals for competitive bids.			
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):			
ADELAIDA VEGA Luz Galindo Martin Garza		Created	
City Manager Comments: Approve as recommended by the Director of Human Resources.			
Staff Recommendation:			
Attachments, if any: RENEWAL OFFER 10 22, COW GRP DENTAL RFP# 2021-22-22 Voluntary Products			
Responsibilities upon Approval:			



BlueCross BlueShield
of Texas

City Of Weslaco

Prospective Premium Projection
for the period
October 1, 2022 - September 30, 2023
10/1/2022 Dental Renewal

RATE DEVELOPMENT

	Plan 1	Plan 2
Premium at Current Rates	\$19,147	\$82,951
Rate Action	0.0%	0.0%
Requested Premium at Renewal Rates	\$19,147	\$82,951

	Lives	Current	Renewal	Lives	Current	Renewal
Single	54	\$11.43	\$11.43	67	\$25.56	\$25.56
Single + Spouse	2	\$25.06	\$25.06	16	\$57.40	\$57.40
Single + Child(ren)	11	\$28.30	\$28.30	27	\$57.89	\$57.89
Family	14	\$44.07	\$44.07	30	\$90.62	\$90.62

HCSC & Medicare Total

81

140

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BlueCross BlueShield
of Texas

04/18/2022

City Of Weslaco

Prospective Premium Projection
for the period
October 1, 2022 - September 30, 2023

10/1/2022 Dental Renewal

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of Texas

City Of Weslaco

Prospective Premium Projection
October 1, 2022 - September 30, 2023
10/1/2022 Dental Renewal

CONDITIONS AND CAVEATS

Notwithstanding anything in the renewal or proposal to the contrary, BCBSTX reserves the right to revise or withdraw any term herein or to change our charge for the cost of coverage (premium, fees or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSTX to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts). BCBSTX also reserves the right to change the premium rates it charges the Employer Group at any time before or during the contract period to the extent that any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented which results in increased projected claim costs or an increase to BCBSTX's expenses or cost of plan administration.

Flat 10% commission

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

After the initial benefit plan design(s) is quoted, HCSC will not be providing a Minimum Value determination for any requested alternative benefit plan design(s). After you have notified HCSC of your final benefit plan design selection(s) for the upcoming policy year or renewal period, a statement indicating whether each selected benefit plan design meets/does not meet Minimum Value standards will be included in the corresponding Summary of Benefits and Coverage document(s) provided by HCSC.

Rates are projected to be effective for the 12-month period beginning on the effective date indicated.
Final rates may vary based on actual enrollment results.

This renewal offer assumes BCBSTX will remain the exclusive carrier.

The total annual premiums are based upon the total current enrollment and contract distribution as indicated.

If the enrollment or contract distribution varies by more than 10% in total or in each coverage independently, we reserve the right to re-rate.

The minimum participation requirement is 75% without waivers and 65% with valid waivers in order for coverages to be issued.

The employer maintaining the current contribution schedule.

Annual open enrollment.

Upon inquiry from employer groups, BCBSTX will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBSTX in connection with the employer's policy or contract with BCBSTX.

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BlueCross BlueShield
of Texas

City Of Weslaco

Prospective Premium Projection
October 1, 2022 - September 30, 2023
10/1/2022 Dental Renewal

CLAIM EXPERIENCE SUMMARY

Plan 1			Plan 2		
<u>Current</u>			<u>Current</u>		
<u>Month</u>	<u>Claims Dental</u>	<u>Enrollment Dental</u>	<u>Month</u>	<u>Claims Dental</u>	<u>Enrollment Dental</u>
Mar-21		94	Mar-21		109
Apr-21	\$829.38	93	Apr-21	\$4,743.69	113
May-21	\$729.07	92	May-21	\$1,549.50	112
Jun-21	\$1,257.47	91	Jun-21	\$3,675.19	114
Jul-21	\$3,487.15	91	Jul-21	\$4,020.95	115
Aug-21	\$1,367.02	90	Aug-21	\$5,142.85	111
Sep-21	\$2,005.35	87	Sep-21	\$1,984.64	109
Oct-21	\$1,311.09	77	Oct-21	\$5,323.15	128
Nov-21	\$915.23	79	Nov-21	\$5,391.18	135
Dec-21	\$704.95	80	Dec-21	\$4,267.70	135
Jan-22	\$1,548.23	80	Jan-22	\$3,473.10	137
Feb-22	\$1,083.39	81	Feb-22	\$3,801.50	137
Mar-22	\$1,026.66		Mar-22	\$6,167.98	
Total	\$16,264.99	1,035	Total	\$49,541.43	1,455
Cost PCPM	\$15.72		Cost PCPM	\$34.05	
<u>Prior</u>			<u>Prior</u>		
<u>Month</u>	<u>Claims Dental</u>	<u>Enrollment Dental</u>	<u>Month</u>	<u>Claims Dental</u>	<u>Enrollment Dental</u>
Mar-20		89	Mar-20		102
Apr-20		90	Apr-20	\$1,344.71	100
May-20	\$178.40	91	May-20	\$1,695.80	101
Jun-20	\$724.60	91	Jun-20	\$2,138.30	105
Jul-20	\$678.08	90	Jul-20	\$1,082.20	103
Aug-20	\$614.77	91	Aug-20	\$3,891.78	101
Sep-20	\$1,901.60	92	Sep-20	\$4,195.44	100
Oct-20	\$129.00	86	Oct-20	\$2,721.51	107
Nov-20	\$871.23	88	Nov-20	\$2,798.62	109
Dec-20	\$2,303.20	86	Dec-20	\$4,742.52	108
Jan-21	\$2,518.53	85	Jan-21	\$5,116.76	108
Feb-21	\$315.00	93	Feb-21	\$3,171.35	110
Mar-21	\$2,637.32		Mar-21	\$3,964.09	
Total	\$12,871.73	1,072	Total	\$36,863.08	1,254
Cost PCPM	\$12.01		Cost PCPM	\$29.40	

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BlueCross BlueShield
of Texas

City Of Weslaco

Prospective Premium Projection
October 1, 2022 - September 30, 2023
10/1/2022 Dental Renewal

CLAIM PROJECTION

Plan 1	DENTAL	
	Prior	Current
	04/20-03/21	04/21-03/22
Net Paid Claims	\$12,872	\$16,265
Exposures	1,072	1,035
Average Claim Value (ACV) Per Contract Per Month (PCPM)	\$12.01	\$15.71
Annual Trend Rate	4.0%	4.0%
Trend Months (midpoint method)	30.0	18.0
Trend Factor	10.3%	6.1%
Trended ACV PCPM	\$13.25	\$16.67
Historical Plan Change Adjustment	0.00%	0.00%
Enrollment Shift Adjustment	0.00%	0.00%
Demographic Adjustment	0.00%	0.00%
Projected ACV PCPM by Period	\$13.25	\$16.67
Experience Period Weighting	0%	100%
Blended Experience ACV PCPM		\$16.67
Manual ACV PCPM		\$13.93
Credibility		80%
Total Projected ACV PCPM		\$16.12
Projected Plan Change Adjustment		0.00%
Total Projected ACV PCPM with Adjustments		\$16.12
Stop Loss Alternate Level Adjustment		1.0000
Adjusted Projected ACV PCPM		\$16.12
Projected Enrollment		81
Number of Months in Policy Period		12
Projected Net Paid Claims		\$15,669

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BlueCross BlueShield
of Texas

City Of Weslaco

Prospective Premium Projection
October 1, 2022 - September 30, 2023
10/1/2022 Dental Renewal

CLAIM PROJECTION

Plan 2	DENTAL	
	Prior	Current
	04/20-03/21	04/21-03/22
Net Paid Claims	\$36,863	\$49,541
Exposures	1,254	1,455
Average Claim Value (ACV) Per Contract Per Month (PCPM)	\$29.40	\$34.05
Annual Trend Rate	4.0%	4.0%
Trend Months (midpoint method)	30.0	18.0
Trend Factor	10.3%	6.1%
Trended ACV PCPM	\$32.43	\$36.13
Historical Plan Change Adjustment	0.00%	0.00%
Enrollment Shift Adjustment	0.00%	0.00%
Demographic Adjustment	0.00%	0.00%
Projected ACV PCPM by Period	\$32.43	\$36.13
Experience Period Weighting	0%	100%
Blended Experience ACV PCPM		\$36.13
Manual ACV PCPM		\$28.68
Credibility		80%
Total Projected ACV PCPM		\$34.64
Projected Plan Change Adjustment		0.00%
Total Projected ACV PCPM with Adjustments		\$34.64
Stop Loss Alternate Level Adjustment		1.0000
Adjusted Projected ACV PCPM		\$34.64
Projected Enrollment		140
Number of Months in Policy Period		12
Projected Net Paid Claims		\$58,195

Blue Cross and Blue Shield of TX, a Division of Health Care Service Corporation, a Mutual
Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

Proprietary and Confidential Information of BCBSTX

Not for use or disclosure outside BCBSTX, Employer, their respective affiliated
companies and third-party representatives, except with written permission of BCBSTX

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association



BlueCross BlueShield
of Texas

City Of Weslaco

Prospective Premium Projection
for the period
October 1, 2022 - September 30, 2023
10/1/2022 Dental Renewal

TOTAL PROJECTED COST BY ASSOCIATION

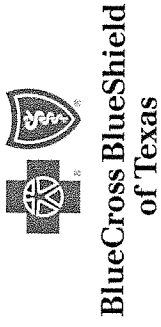
Total for All Associations	Total
Projected Enrollment	221
Total Projected Net Claims	\$73,864
Risk	\$2,142
Total Benefit Charges	\$76,006
Desired Loss Ratio (DLR)	74.42%
Required Premium	\$102,136
Premium at Current Rates	\$102,098
Required Premium/Premium at Current Rates	0.0%

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an Independent Licensee of the Blue Cross and Blue Shield Association



May 4, 2022

Dear Group Administrator:

Our underwriters at Blue Cross and Blue Shield of Texas (BCBSTX) have evaluated the **10/01/2022** renewal of the Dental only group insurance coverage for **City of Weslaco**.

The current and renewal information is enclosed.

This renewal reflects our continued commitment to adjusting to changes in the insurance industry. As part of these changes, we are gathering information from groups seeking to maintain grandfathered status. If your plan(s) is eligible to Grandfather, important information and instructions regarding grandfathered status are enclosed.

Thank you for doing business with Blue Cross and Blue Shield of Texas. We appreciate your continued trust in our organization, and will strive to continue to exceed the service needs of you and your employees.

Please contact your Agent/Producer or BCBSTX Account Representative if you have any questions.

Sincerely,

Tita Iruegas

Tita Iruegas
Account Executive
Tel 361-878-1637
Fax 361) 878-1619
Email tita_iruegas@bcbstx.com

cc: Jeff Everitt / Carlos Tamez



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5464	
From:			
Subject: Discussion and consideration to approve the Final Plat for Shops at N Bridge– being a 10.657-acre tract of Farm Tract 39, The West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately on the southwest corner of U.S. Expy 83 & Bridge Ave and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed eight (8) lot subdivision is located inside the City of Weslaco. This subdivision is serviced with water by the City of Weslaco through an 8” waterline and sewer by the City of Weslaco through an 8” sewer line. The property is within a Flood Zone “B&C”. TIA has been submitted and accepted by Engineering.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat at their regular meeting on June 1, 2022.			
KAYLA AREVALO REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Planning and Zoning Commission and the Planning and Code Enforcement Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Shops at N. Bridge- Memo, Shops at N Bridge TIA, Shops at North Bridge TIA - Comments Response MEMO, Platting Application, Approved drainage report -Shops at N. Bridge Subdivision, Shops at N. Bridge- Final Plat, Shops at N. Bridge			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Shops at North Bridge- Final Plat

DATE: June 2, 2022

The proposed use for the 8-lot subdivision will be a commercial development, located inside the Weslaco City limits. The developer has not requested any variances at this time. A Traffic Impact Analysis was conducted by KCI Engineers with several requirements that will be completed as part the construction of the infrastructure.

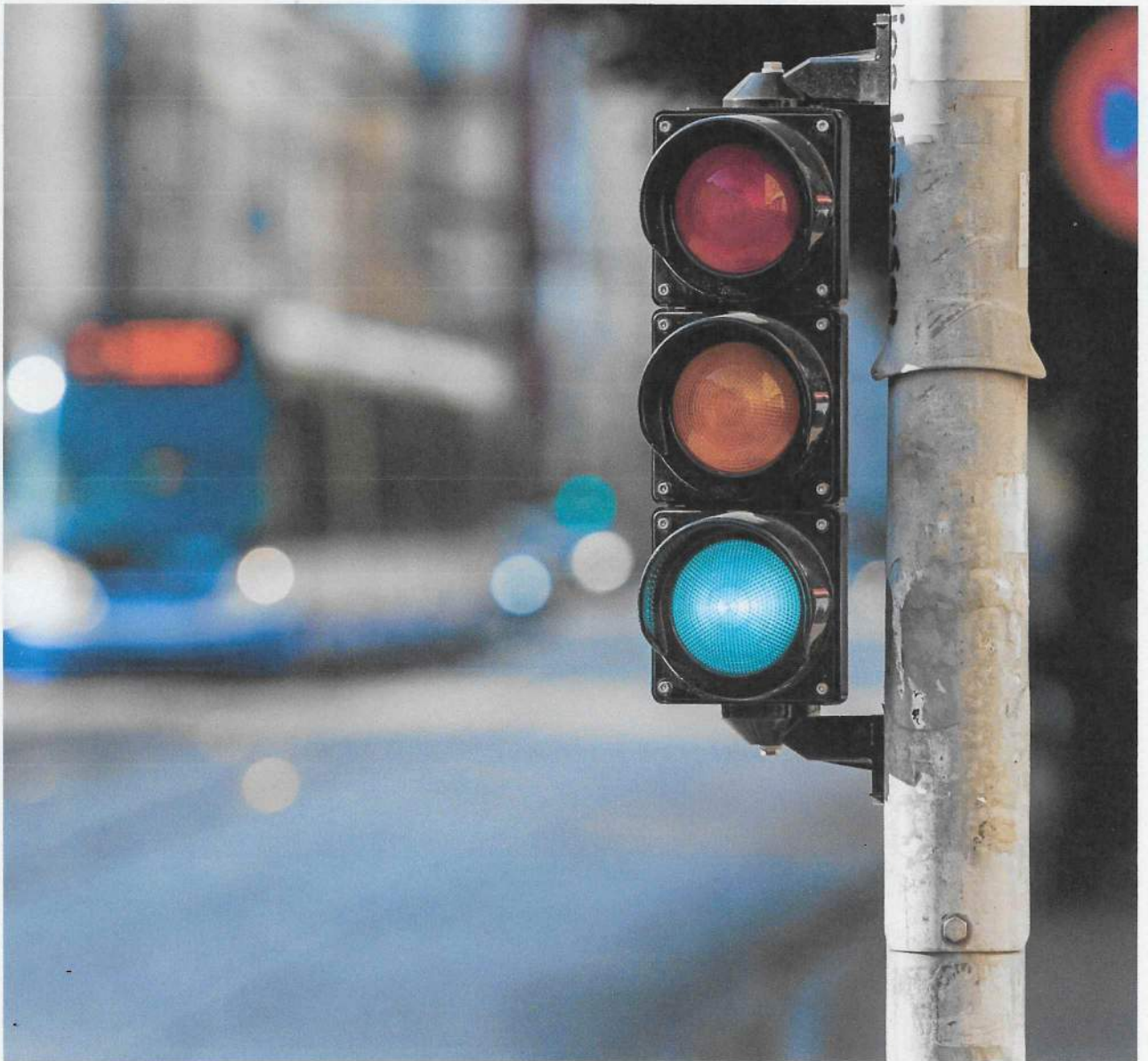
- Left turn lane for North Bridge Avenue will be striped and will terminate at the proposed entrance for the development.
- Esplanada is recommended to be channelized for three 12-foot-wide lanes to Airport, widening is not required for Esplanada, west a minimum of 150ft to create one westbound land and two eastbound lanes.
- Signal timing for optimized 70 second cycles for Bridge Street at Pike Blvd intersection.

The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM

RISE TO THE CHALLENGE



TRAFFIC IMPACT ANALYSIS

Shops at N. Bridge Subdivision
10.657 Acres, N. Bridge Avenue
Westlaco, Texas

SUBMITTED: Melden & Hunt, Inc.
115 W. McIntyre
Edinburg, Texas



TRAFFIC IMPACT ANALYSIS SHOPS AT N. BRIDGE SUBDIVISION 10.657 ACRES, N. BRIDGE AVENUE WESLACO, TEXAS

Introduction

A. Project Description

The Shops at N Bridge Subdivision development is to be located on the south side of the U.S. 83 Expressway and west of N. Bridge Avenue in Weslaco. The property, consisting of approximately 10.657 acres, is proposed to be developed with as many as 40,400 square feet of strip retail area, 8,000 square feet of fast-food restaurants, and 32,800 square feet of highturnover (sit-down) restaurants to be developed on eight commercial lots. The developments will access onto the eastbound frontage road of US 83 and N. Bridge Avenue. The access drives will be shared and will be determined with the final development plan. The eight-lot subdivision land plan is shown in Figure 1 and is included in Appendix A.

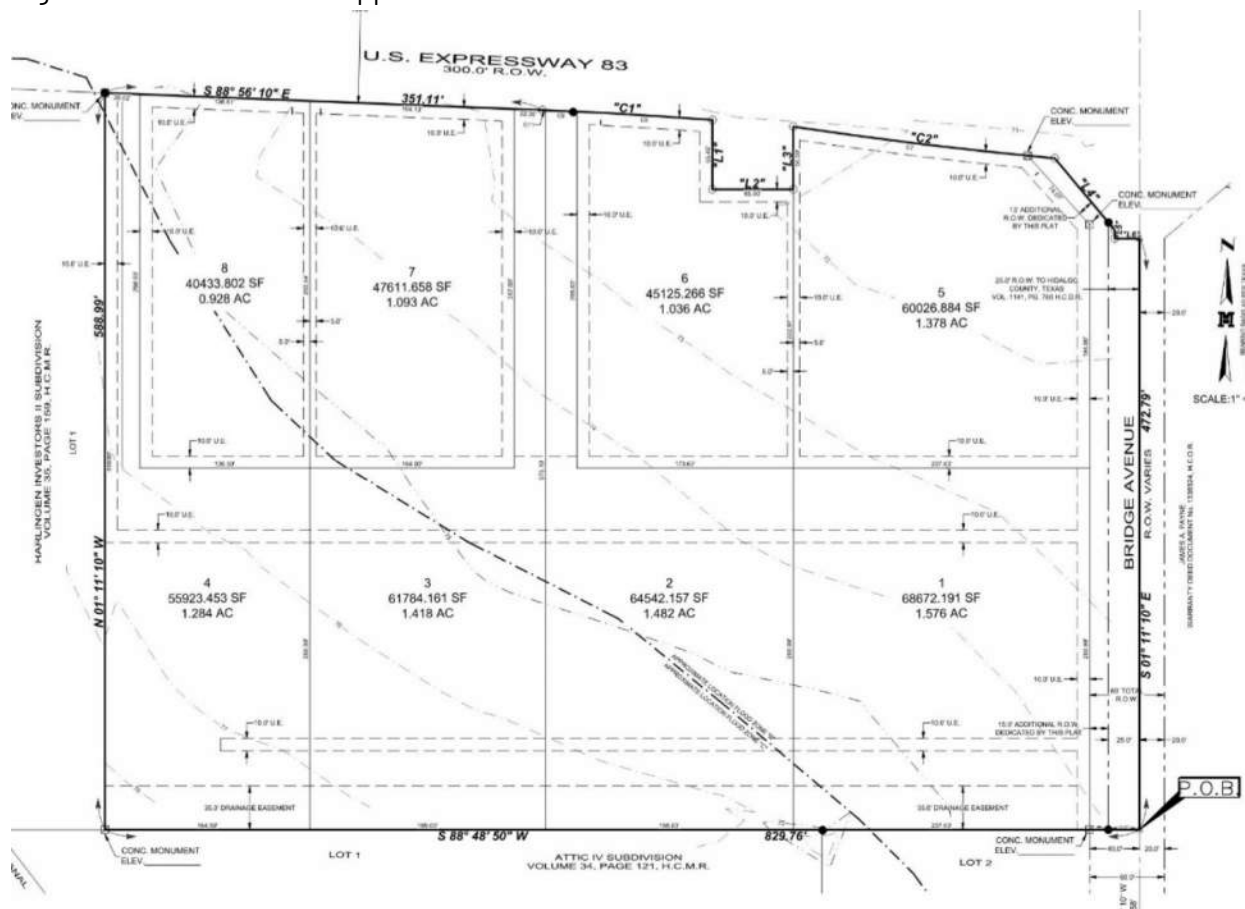


Figure 1. Shops at N. Bridge Land Plan

Purpose of Project

The purpose of this project is to develop a commercial subdivision with retail lease spaces and restaurants.

Study Procedure

The study procedure to determine the impact of the traffic generated by the proposed development would normally include:

- determine the anticipated trips to be generated by the proposed development,
- determine a reasonable trip distribution of the trips during the peak periods of the development (generally between 7:00-9:00 AM weekdays and 4:00-6:00 PM weekdays).
The peak period traffic counts at the intersections of the US 83 Expressway frontage roads with Texas Boulevard, N. Bridge Avenue, and Airport Drive, Texas Boulevard and E Pike Boulevard, N. Bridge Avenue and E Pike Boulevard, and Airport Drive and Esplanada were made to determine the anticipated distribution of trips by approach volumes on each roadway.
- determine what mitigation that may be necessary to provide adequate levels of service with the project trips.

Existing Conditions

A. Project Location Map and Study Intersections Identified

The Aerial Photo Exhibit, Exhibit B, and the Hidalgo County Appraisal Map, Exhibit C [Appendix A], show the project study area. The study area would include the intersections of the US 83 Expressway frontage roads with Texas Boulevard, N. Bridge Avenue, and Airport Drive, Texas Boulevard and E Pike Boulevard, N. Bridge Avenue and E Pike Boulevard, and Airport Drive and Esplanada.

B. Roadway Network

The roadways that would serve the proposed project would be the US 83 Expressway, Texas Boulevard, N. Bridge Avenue, Airport Drive, E. Pike Boulevard, and Esplanada.

- **US 83 Expressway** is a major east-west thoroughfare traversing through Weslaco and Hidalgo County. The one-way frontage roads along the expressway are three lane roadways between Texas Boulevard and Airport Drive. The eastbound exit from the expressway main lanes is located just east of Texas Boulevard. The eastbound entrance ramp is located west of Airport Drive. The westbound exit is located west of Airport Drive and the westbound entrance ramps are located east of Texas Boulevard and approximately ½ mile west of Texas Boulevard.
- **Texas Boulevard** is a major north-south roadway. Texas Boulevard is generally a four-lane roadway with left turn lanes at signalized intersections.

- **N. Bridge Avenue** is a collector street south of US 83. N. Bridge Avenue is a two-lane roadway with a left turn lane at E. Pike Boulevard.
- **Airport Drive** is a collector street south of US 83. Airport Drive is a two-lane roadway.
- **E. Pike Boulevard** is a collector street between Texas Boulevard and Airport Drive. E. Pike Boulevard is a two-lane roadway with left turn lanes at Texas Boulevard and at N. Bridge Avenue.
- **Esplanada** is a neighbor collector street west of Airport Drive, providing full access to Airport Drive. Esplanada is a two-lane roadway.

Total Traffic Conditions

Project Traffic

- Trip Generation.** Using the Tenth Edition of the ITE *TRIP GENERATION MANUAL* reference, the proposed development is expected to generate trips based on the gross leasable space of the retail shops and the square footage of the restaurants, in units of 1,000 square feet. Table 1 shows the anticipated trip generation for the proposed development.

Table 1. Trip Generation for Shops at N. Bridge.

ITE Code	Weekday 24 Hour		Weekday AM Peak		Weekday PM Peak		Saturday 24 Hour		Saturday Peak	
822	Strip Retail Shops – 40,800 gla									
Rate / Unit	54.46		7.60		13.24		65.70		6.57	
Trips	2,222		310		540		2,680		268	
Enter/Exit %	50%	50%	50%	50%	54%	46%	50%	50%	51%	49%
# Enter/Exit	1,111	1,111	155	155	292	248	1,340	1,340	137	131
934	Fast-Food Restaurant with Drive-Thru – 8,000 sf									
Rate / Unit	467.48		50.57		50.94		616.12		55.25	
Trips	3,740		404		408		4,930		442	
Enter/Exit %	50%	50%	52%	48%	51%	49%	50%	50%	51%	49%
# Enter/Exit	1,870	1,870	210	194	208	200	2,465	2,465	225	217
932	High-Turn-Over (Sit-Down) Restaurant – 32,800 sf									
Rate / Unit	107.20		13.68		16.35		122.40		11.19	
Trips	3,516		448		536		4,016		390	
Enter/Exit %	50%	50%	57%	43%	51%	49%	50%	50%	51%	49%
# Enter/Exit	1,758	1,758	255	193	273	263	2,008	2,008	199	191
Total	Total Trips									
Trips	9,478		1,162		1,484		11,626		1,100	
# Enter/Exit	4,739	4,739	620	542	773	711	5,813	5,813	561	539

Source: ITE Trip Generation Manual, Tenth Edition

- ii. **Pass-By and/or Internal Trip Calculations and Reductions.** For this report, no adjustment is made for pass-by or internal trip calculations, although internal trips are anticipated.
- iii. **Trip Distribution by Intersection.** The anticipated trip distribution is shown on Exhibit D. 25% of the trips would be expected from the west and from the east via the US 83 Expressway, using the ramps and the turnarounds at Texas Boulevard. 20% of the trips would be expected to and from north of US 83 and 30% expected to be to and from south of US 83. The anticipated volumes are shown on Exhibit E22.

Capacity Analysis

Levels-of-service analyses will be made of the intersections of the US 83 Expressway frontage roads with Texas Boulevard, N. Bridge Avenue, and Airport Drive, Texas Boulevard and E Pike Boulevard, N. Bridge Avenue and E Pike Boulevard, and Airport Drive and Esplanada.

Table 2. Level-of-Service Criteria for Signalized and Unsignalized Intersections

Level-of-Service (LOS)	Control Delay (seconds/vehicle)		Description
	Signalized Intersections	Unsignalized Intersections	
A	≤10.0	≤10.0	Very low vehicle delay, free traffic flow, good signal progression
B	10.1 to 20.0	10.1 to 15.0	Good signal progression, more vehicle stops and higher delay than LOS A
C	20.1 to 35.0	15.1 to 25.0	Stable traffic flow, fair signal progression, significant number of vehicle stops
D	35.1 to 55.0	25.1 to 35.0	Noticeable traffic congestion, longer delays and unfavorable signal progression
E	55.1 to 80.0	35.1 to 50.0	Limit of acceptable vehicle delay, unstable traffic flow, poor signal progression
F	> 80.0	> 50.0	Unacceptable delay, extremely unstable flow, heavy congestion, traffic exceeds capacity

TRAFFIC SIMULATION RESULTS AND OBSERVATIONS

The study intersection and driveway were analyzed for the weekday morning and evening peak periods. The individual Level of Service for each approach for each intersection is shown on the Intersection Level of Service Calculation Tables in Appendix C.

- Tables 3 and 4 summarize the level-of-service results by approach with the current morning and evening peak traffic volumes.
- Tables 5 and 6 summarize the level-of-service results by approach for the proposed morning and evening peak traffic volumes with the built-out of the Shops at N. Bridge.

Table 3. Levels of Service Summary for the Study Area – Current 2022 Weekday AM Peak

Intersection	Intersection Approaches												
	Control Delay Delay (Sec)	LOS	Control Delay Delay (Sec)	LOS	Control Delay Delay (Sec)	LOS	Control Delay Delay (Sec)	LOS	Control Delay Delay (Sec)	LOS	Average		
											Control Delay Delay (Sec)	LOS	
Airport Dr & WBFR (Signalized control)			WB WBFR	16.5	B	NB Airport Dr	4.5	A	SB Airport Dr	3.2	A	7.7	A
Airport Dr & EBFR (Signalized control)	EB EBFR	19.1	B			NB Airport Dr	9.2	A	SB Airport Dr	7.0	A	13.6	B
Texas Blvd & WBFR (Signalized control)			WB WBFR	20.2	C	NB Texas Blvd	10.0	B	SB Texas Blvd	11.6	B	12.8	B
Texas Blvd & EBFR (Signalized control)	EB EBFR	28.2	C			NB Texas Blvd	18.1	B	SB N Ware Rd	12.1	B	18.0	B
Texas Blvd & E Pike (Signalized control)	EB E Pike	16.2	B	WB E Pike	15.5	NB Texas Blvd	6.8	A	SB Texas Blvd	7.3	A	9.2	A
N Bridge & E Pike (Signalized control)	EB E Pike	12.5	B	WB E Pike	13.0	NB N Bridge	5.4	A	SB N Bridge	6.1	A	7.9	A
N Bridge & EBFR (N Bridge stops)	EB EBFR	0.0	A			NB N Bridge	57.8	F				4.4	A
Airport Dr & Esplanada (Esplanada stops)	EB Esplanada	21.2	C			NB Airport Dr	1.2	A	SB Airport Dr	0.0	A	1.5	A

Table 4. Levels of Service Summary for the Study Area – Current 2022 Weekday PM Peak

Intersection	Intersection Approaches										Average	
	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS
Airport Dr & WBFR (Signalized control)			WB WBFR	B	16.2		NB Airport Dr	A	3.3	A	8.3	A
Airport Dr & EBFR (Signalized control)	EB EBFR	B			19.1		NB Airport Dr	A	7.0	A	13.6	B
Texas Blvd & WBFR (Signalized control)			WB WBFR	C	29.3		NB Texas Blvd	A	22.2	C	15.7	B
Texas Blvd & EBFR (Signalized control)	EB EBFR	C			29.3		NB Texas Blvd	C	12.9	B	21.4	B
Texas Blvd & E Pike (Signalized control)	EB E Pike	B	WB E Pike	B	14.4		NB Texas Blvd	B	11.0	B	11.8	B
N Bridge & E Pike (Signalized control)	EB E Pike	B	WB E Pike	B	12.9		NB N Bridge	A	5.8	A	8.8	A
N Bridge & EBFR (N Bridge stops)	EB EBFR	A			0.0		NB N Bridge	D			1.4	A
Airport Dr & Esplanada (Esplanada stops)	EB Esplanada	C			22.9		NB Airport Dr	A	0.0	A	1.7	A

Table 5. Levels of Service Summary for the Study Area – Proposed 2022 Weekday AM Peak

Intersection	Intersection Approaches										Average	
	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS		
	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS
Airport Dr & WBFR (Signalized control)			WB WBFR	B	16.5		NB Airport Dr	A	3.2	A	7.7	A
Airport Dr & EBFR (Signalized control)	EB EBFR	B					NB Airport Dr	A	7.0	A	13.5	B
Texas Blvd & WBFR (Signalized control)			WB WBFR	C	28.2		NB Texas Blvd	B	14.5	B	13.2	B
Texas Blvd & EBFR (Signalized control)	EB EBFR	C			28.2		NB Texas Blvd	B	12.8	B	18.5	B
Texas Blvd & E Pike (Signalized control)	EB E Pike	B	WB E Pike	B	14.2		NB Texas Blvd	A	9.8	A	10.9	B
N Bridge & E Pike (Signalized control)	EB E Pike	B	WB E Pike	B	12.8		NB N Bridge	A	9.7	A	10.1	B
N Bridge & EBFR (N Bridge stops)	EB EBFR	A			0.0		NB N Bridge	F			19.8	C
Airport Dr & Esplanada (Esplanada stops)	EB Esplanada	F			53.2		NB Airport Dr	A	0.0	A	4.7	A

Table 6. Levels of Service Summary for the Study Area – Proposed 2022 Weekday PM Peak

Intersection	Intersection Approaches										Average	
	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS	Control Delay (Sec)	LOS
Airport Dr & WBFR (Signalized control)		WB WBFR	16.2	B	NB Airport Dr	A	3.4	A	SB Airport Dr		8.2	A
Airport Dr & EBFR (Signalized control)	EB EBFR		19.4	B	NB Airport Dr	A	9.4	A	SB Airport Dr		13.1	B
Texas Blvd & WBFR (Signalized control)		WB WBFR	29.3	C	NB Texas Blvd	B	18.4	B	SB Texas Blvd		21.5	C
Texas Blvd & EBFR (Signalized control)	EB EBFR		30.0	C	NB Texas Blvd	C	23.7	C	SB N Ware Rd		22.0	C
Texas Blvd & E Pike (Signalized control)	EB E Pike		13.0	B	NB Texas Blvd	B	11.0	B	SB Texas Blvd		14.7	B
N Bridge & E Pike (Signalized control)	EB E Pike		12.6	B	NB N Bridge	B	15.7	B	SB N Bridge		10.6	A
N Bridge & EBFR (N Bridge stops)	EB EBFR		0.0	A	NB N Bridge	F	74.4	F			6.7	A
Airport Dr & Esplanada (Esplanada stops)	EB Esplanada		98.5	F	NB Airport Dr	A	1.8	A	SB Airport Dr		8.9	A

◆ IDENTIFICATION OF IMPACTS & MITIGATION IMPROVEMENTS

The level-of-service analysis for each signalized intersection with each scenario was made with optimizing each signal operation with a maximum cycle length of 70 seconds. The approaches on all the signalized intersections would have a Level-of-Service C or better when the property is fully developed.

The only intersections with a level-of-service worse than LOS C would be the N. Bridge Avenue approach to the eastbound frontage road and the Esplanada approach to Airport Drive. The Esplanada left turn movement onto Airport Drive has significant delay which will increase with the Shop at N. Bridge traffic. Channelizing the eastbound approach for two lanes will reduce the delay but not sufficiently to maintain a Level-of-Service C. The traffic desiring to continue north of US 83 has an alternate route using N. Paseo Del Norte. The northbound N. Bridge Avenue would continue to experience delays exceeding LOS C.

Based on the anticipated entering turning movements into the Shops, a left turn lane would be warranted on N. Bridge Avenue and a right turn deceleration lane would be warranted on the eastbound frontage road.

CONCLUSIONS & RECOMMENDATIONS

The mitigation recommended for the development of the Shops at N. Bridge would be a left turn lane on N. Bridge Avenue and a right turn deceleration lane on the eastbound frontage road of US 83.



Prepared by:

A handwritten signature in black ink, appearing to read "Joe F. Nix".

Joe F. Nix, PE, PTOE
KCI Tex Firm No. F-10573

APPENDIX INDEX

<u>Appendix A</u>	Land Use
<u>Appendix B</u>	Traffic Data
<u>Appendix C</u>	Synchro Printouts

APPENDIX A

LAND USE

- Trip Generation Worksheets
- Shops at N Bridge Subdivision Plat
- Aerial Photo – Exhibit B
- Hidalgo County Appraisal Map – Exhibit C
- Weekday Peak Trip Distribution, Site Percentages – Exhibit D
- Weekday Peak Trip Distribution, Site Volumes – Exhibit E22
- 2022 Current Traffic Volumes – Exhibit F22
- 2022 Proposed Traffic Volumes – Exhibit G22



**City of Weslaco
Engineering Division**

255 S. Kansas ♦ Weslaco, TX 78570 ♦ (956)

TRIP GENERATION WORKSHEET

Complete parts A and B as an aid to determine if your project requires a Traffic Impact Analysis (TIA).

A. Subdivision Information

Subdivision Name: Shops at N. Bridge Subdivision
Location: Bridge Avenue at I-2 Eastbound Frontage Road
Applicant: KCI Technologies ☐ Owner ☒ Agent
Address: 2610 N. Shary Rd. Mission, Tx 78572 Phone Number: 956-369-4529

B. Trip Generation Calculation

The texts needed to complete this table are available at the Planning Department. See back of sheet for more information.

ITE Code	Anticipated Land Use	Project Size			AM Peak Hour Trips	PM Peak Hour Trips	Weekday Trips
		Acres	GFA	# of Units			
822, 934, 932	Retail & Restaurant	10.2	81,614	NA	1,162	1,484	9,478

Comments: See attached Plat Sheet and Trip Generation Calculations
Prepared by: Eric Martinez, EIT Date: _____
Address: 2610 N. Shary Road Mission, Tx 78572 Phone Number: 956-367-7246

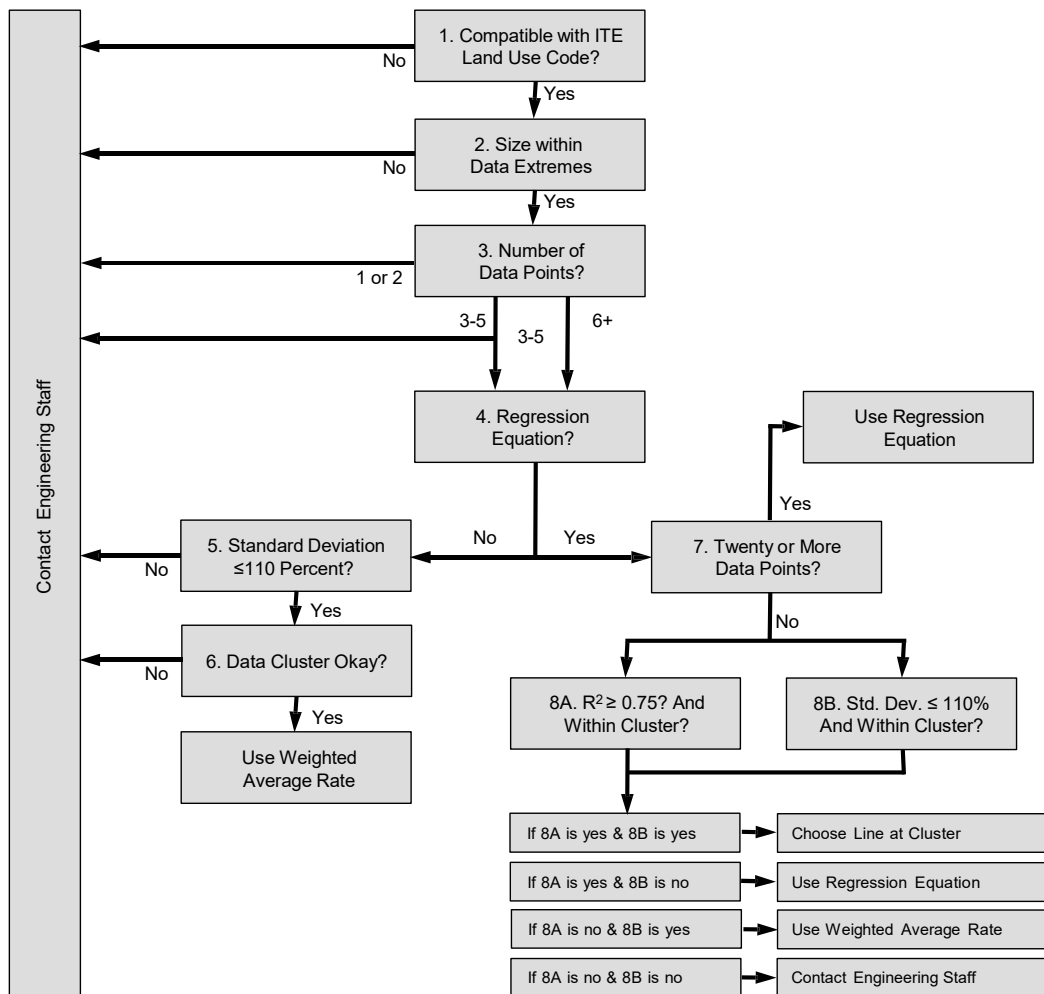
(For Official Use Only, Do Not Write In This Box)

- _____ A traffic impact analysis is required. The agent preparing the study must meet with City staff to discuss the scope and requirements of the study before beginning the study.
- _____ A traffic impact analysis is not required. The traffic generated by the proposed development does not exceed the threshold requirements.

Comments:

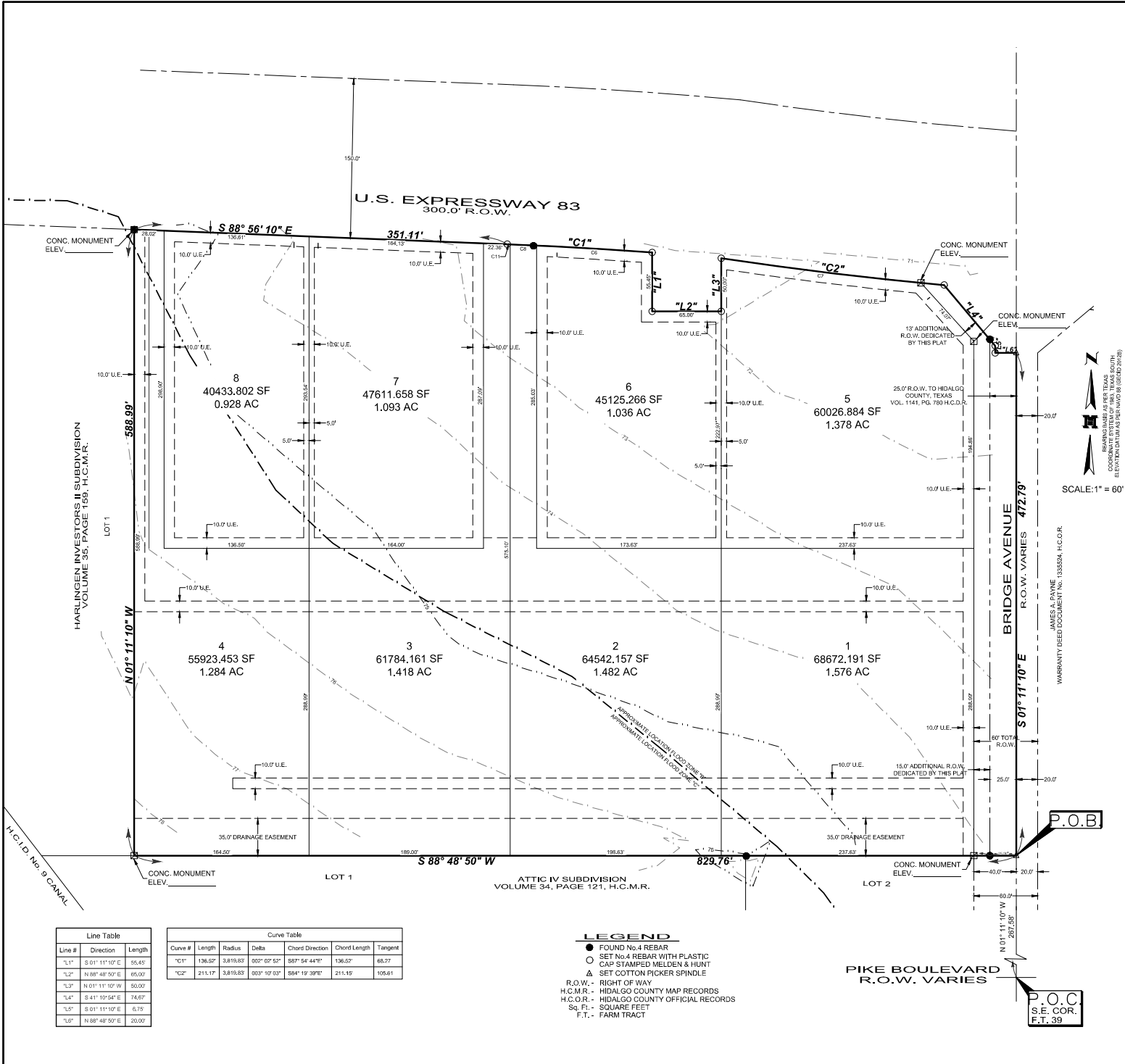
Reviewed by: _____ Date: _____ STID#: _____

Recommended Procedure for Selecting Between Trip Generation Average Rates and Equations



From ITE Trip Generation Handbook

City of Weslaco
Engineering Division
255 S. Kansas Ave
Weslaco, TX 78596
(956)
(956) 973-3128 (fax)



MAP OF

SHOPS AT N. BRIDGE SUBDIVISION

BEING A RESUBDIVISION OF 10.657 ACRES SITUATED IN THE CITY OF WESLACO, COUNTY OF HIDALGO TEXAS, BEING 10.657 ACRES OUT OF FARM TRACT 39, WEST TRACT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 10.657 ACRES SITUATED IN THE CITY OF WESLACO, COUNTY OF HIDALGO TEXAS, BEING 10.657 ACRES OUT OF FARM TRACT 39, WEST TRACT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS, WHICH SAID 10.657 ACRES BEING ALL OF A CERTAIN TRACT CONVEYED TO GONBAHEVA, LLC, BY VIRTUE OF WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 1261840, HIDALGO COUNTY OFFICIAL RECORDS, SAID 10.657 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT THE SOUTHEAST CORNER OF FARM TRACT 39, SAID POINT BEING THE INTERSECTION OF BORDER AVENUE AND PIKE BOULEVARD;

THENCE, N 01° 11' 10" W, A DISTANCE OF 267.58 FEET ALONG THE EAST LINE OF SAID FARM TRACT 39 AND CENTERLINE OF BORDER AVENUE, TO A COTTON PICKER SPINDLE SET, FOR THE POINT OF BEGINNING, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 88° 48' 50" W, AT A DISTANCE OF 25.00 FEET PASS A NO. 4 REBAR FOUND ON THE WEST RIGHT-OF-WAY LINE OF BORDER AVENUE, AT A DISTANCE OF 40.00 FEET PASS THE NORTHEAST CORNER OF LOT 2, ATTIC IV SUBDIVISION, RECORDED IN VOLUME 34, PAGE 121, HIDALGO COUNTY MAP RECORDS, AT A DISTANCE OF 254.78 FEET PASS THE NORTHWEST CORNER OF LOT 2 AND NORTHEAST CORNER OF LOT 1 SAID ATTIC IV SUBDIVISION, CONTINUING A TOTAL DISTANCE OF 629.76 FEET ALONG THE NORTH LINE OF SAID ATTIC IV SUBDIVISION, TO A NO. 4 REBAR SET ON THE SOUTHEAST CORNER OF LOT 1, HARLINGEN INVESTORS II SUBDIVISION, RECORDED IN VOLUME 35, PAGE 189, HIDALGO COUNTY MAP RECORDS, AND SOUTHWEST CORNER OF SAID FARM TRACT 39, FOR THE SOUTHWEST CORNER OF THIS TRACT;

2. THENCE, N 01° 11' 10" W, A DISTANCE OF 588.99 FEET ALONG THE WEST LINE OF SAID FARM TRACT 39 AND EAST LINE OF SAID HARLINGEN INVESTORS II SUBDIVISION, TO A NO. 4 REBAR FOUND, ON THE NORTHEAST CORNER OF SAID HARLINGEN INVESTORS II SUBDIVISION AND SOUTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83 (H-2), FOR THE NORTHWEST CORNER OF THIS TRACT;

3. THENCE, S 88° 50' 10" E, A DISTANCE OF 351.11 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83 (H-2), TO A NO. 4 REBAR SET FOR A CORNER OF THIS TRACT;

4. THENCE, IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 2° 02' 52", A RADIUS OF 3,819.83 FEET, AN ARC LENGTH OF 136.52 FEET, A TANGENT OF 68.27 FEET AND A CHORD THAT BEARS S 87° 54' 44" E, A DISTANCE OF 136.52 FEET, TO A NO. 4 REBAR SET, FOR AN OUTSIDE CORNER OF THIS TRACT;

5. THENCE, S 01° 11' 10" E, A DISTANCE OF 55.45 FEET, TO A NO. REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;

6. THENCE, N 88° 48' 50" E, A DISTANCE OF 65.00 FEET, TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;

7. THENCE, N 01° 11' 10" W, A DISTANCE OF 50.00 FEET TO A NO. 4 REBAR SET, FOR AN OUTSIDE CORNER OF THIS TRACT;

8. THENCE, IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 3° 17' 03", A RADIUS OF 3,819.83 FEET, AN ARC LENGTH OF 211.17 FEET, A TANGENT OF 105.61 FEET, AND A CHORD THAT BEARS S 84° 19' 39" E, A DISTANCE OF 211.15 FEET, TO A NO. 4 REBAR SET FOR A CUT BACK CORNER OF THIS TRACT;

9. THENCE, S 41° 10' 54" E, AT A DISTANCE OF 66.89 FEET PASS A NO. 4 REBAR FOUND ON THE WEST RIGHT-OF-WAY LINE OF BORDER AVENUE, CONTINUING A TOTAL DISTANCE OF 74.67 FEET, TO A NO. 4 REBAR SET, FOR A CUT BACK CORNER OF THIS TRACT;

10. THENCE, S 01° 11' 10" E, A DISTANCE OF 6.75 FEET TO A NO. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;

11. THENCE, N 88° 48' 50" E, A DISTANCE OF 20.00 FEET, TO A COTTON PICKER SPINDLE SET, ON THE EAST LINE OF SAID FARM TRACT 39 AND CENTERLINE OF BORDER AVENUE, FOR THE NORTHEAST CORNER OF THIS TRACT;

12. THENCE, S 01° 11' 10" E, A DISTANCE OF 472.79 FEET ALONG THE EAST LINE OF SAID FARM TRACT 39 AND CENTERLINE OF BORDER AVENUE, TO THE POINT OF BEGINNING AND CONTAINING 10.657 ACRES OF WHICH 0.272 OF AN ACRES IN THE EXISTING RIGHT-OF-WAY OF BORDER AVENUE, LEAVING A NET OF 10.385 ACRES OF LAND, MORE OR LESS.

GENERAL NOTES :

1. THIS SUBDIVISION IS IN FLOOD ZONE "B" & "C".
ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS 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, ZONE "C" AREAS OF MINIMAL FLOODING

COMMUNITY-PANEL NUMBER: 480349 0005 B
EFFECTIVE DATE: MARCH 4, 1980

2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE FRONT CENTER OF LOT.

3. MINIMUM SETBACKS SHALL BE AS FOLLOWS :

FRONTAGE: 75' OR EASEMENT, WHICHEVER IS GRATER
PIKE: 20' OR EASEMENT, WHICHEVER IS GRATER
SIDE: 9' OR EASEMENT, WHICHEVER IS GRATER
REAR: 10' OR EASEMENT, WHICHEVER IS GRATER

4. THIS SUBDIVISION SHALL BE REQUIRED TO DETAIN 143,137 C.F., 3.286 Ac-Ft. OF STORM SEWER RUNOFF AS PER APPROVED DRAINAGE REPORT. LOT 1-4 WILL ACCOMMODATE A TOTAL OF 93,064 C.F., THE 50,073 REMAINING DETENTION REQUIRED WILL BE PRORATED TO EACH LOT AS FOLLOWS, LOT 5: 15,547 C.F., LOT 6: 11,688 C.F., LOT 7: 12,331 C.F., & LOT 8: 10,507 C.F.

5. BENCH MARK: SET SQUARE CUT TOP OF INLET LOCATED ON THE NORTH SIDE OF THIS LOT AT THE FOLLOWING COORDINATE AND ELEVATION. N: 16588320.7320, E: 11470.92.2850 AT ELEVATION = 72.12

CONCRETE MONUMENT LOCATED ON THE NORTHWEST CORNER OF THIS PROPERTY. N: 16588301.6546, E: 1147096.8743 AT ELEVATION = 73.00'

6. NO BUILDING IS ALLOWED OVER ANY EASEMENT.

7. A 5 FT WIDE SIDEWALK IS REQUIRED ALONG THE SOUTH SIDE OF U.S. EXPRESSWAY 83, BRIDGE AVENUE DURING THE BUILDING PERMIT PROCESS.

8. DRAIN SWALE(S) ARE TO BE MAINTAINED BY PROPERTY OWNER.

9. STREET LIGHTS MUST BE LOCATED EVERY 300 FEET.

10. A STORM WATER POLLUTION PREVENTION PLAN IS REQUIRED PRIOR TO CONSTRUCTION.

11. LANDSCAPING TO BE PROVIDED, AS PER CITY ORDINANCE.

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

13. NO ACCESS SHALL BE GRANTED FOR LOT 2 ONTO FRONTAGE ROAD.

14. OUT PARCEL "A" TO BE UTILIZED FOR DETENTION POND ONLY.

CITY OF WESLACO

CERTIFICATE OF APPROVAL

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

ATTEST: CITY OF WESLACO SECRETARY

DATE

PRINCIPAL CONTACTS

OWNER:	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
JUAN J. GONZALEZ	MEMBER	909 JAMES ST STE. E	WESLACO, TX 78596	-	-
ENGINEER:	MARIO A. REYNA, P.E.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH, R.P.L.S.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS THE "SHOPS AT N. BRIDGE 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.

JUAN J. GONZALEZ, MEMBER
GONBAHEVA, LLC
A TEXAS LIMITED LIABILITY COMPANY
909 JAMES ST STE. E
WESLACO, TX 78596

DATE: _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

NOTARY PUBLIC, 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: 12-20-2021
ENGINEERING JOB # 21778.00



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: 09/16/2021
T-1130, PG. 42
SURVEY JOB # 21778.08



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

CITY OF WESLACO
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CHAIRMAN 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.

DATED ON THIS _____ DAY OF _____, 20____.

CHAIRMAN

DATE



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

ON: _____ AT _____ AM/PM

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

BY: _____ DEPUTY



DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
DATE:	May 2022
JOB NUMBER:	86220260

Civil Engineering Consultants
Don Duren, Inc.
11550 IH, 10 West, Suite 395
San Antonio, Texas 78230
TEL: (210) 641-9999
FAX: (210) 641-6440
EMAIL: cec@cectexas.com

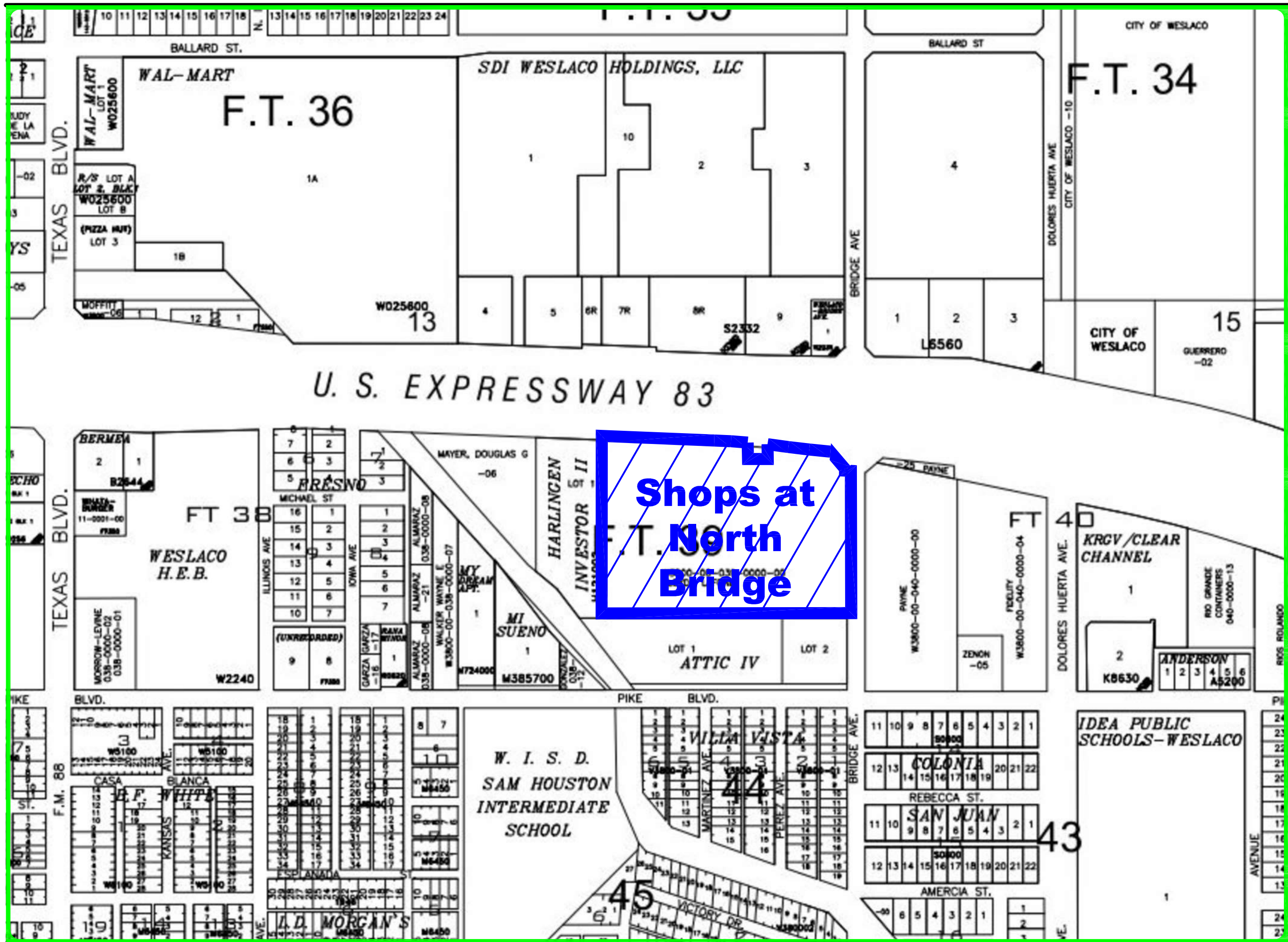
CEC

--

REV	DATE	DESCRIPTION

Shops at North Bridge

Aerial Photo Exhibit



DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE: May 2022
JOB NUMBER: 86220350

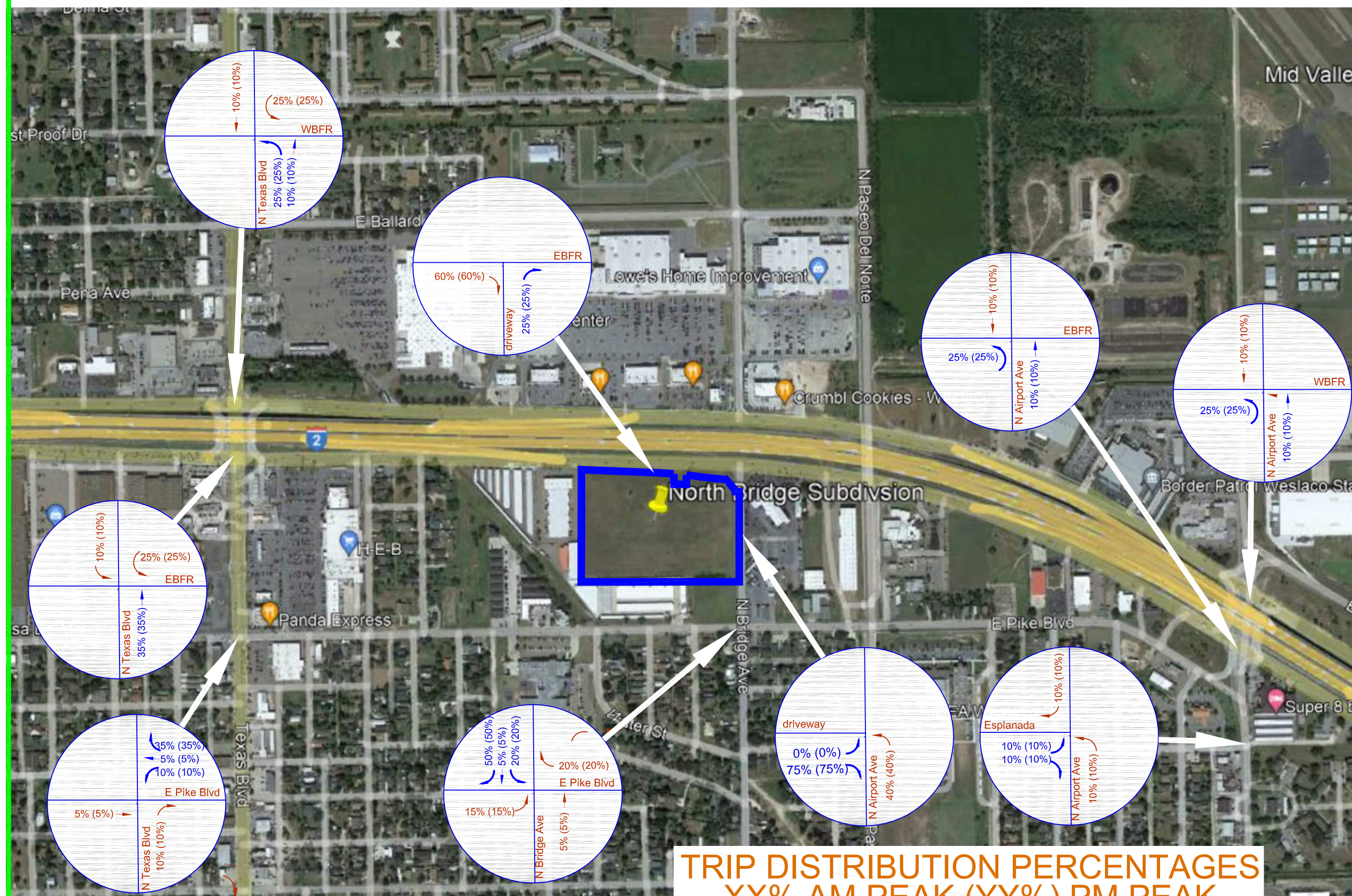
CIVIL ENGINEERING CONSULTANTS
DON DUBEN, INC.
11550 I.H. 10 WEST, SUITE 395
SAN ANTONIO, TEXAS 78230
TEL: (210) 641-9999
FAX: (210) 641-6440
EMAIL: cec@cectexas.com



REV	DATE	DESCRIPTION

Shops at North Bridge
Hildago Appraisal District Map
Exhibit





DESIGNED BY:

DRAWN BY:

CHECKED BY:

DATE: May 22, 2022

JOB NUMBER: 86220260

CIVIL ENGINEERING CONSULTANTS

D O N D U R D E N , I N C .

11550 I.H. 10 WEST, SUITE 395

SAN ANTONIO, TEXAS 78230

TEL: (210) 641-9999

FAX: (210) 641-6440

EMAIL: cec@cectexas.com

CEC

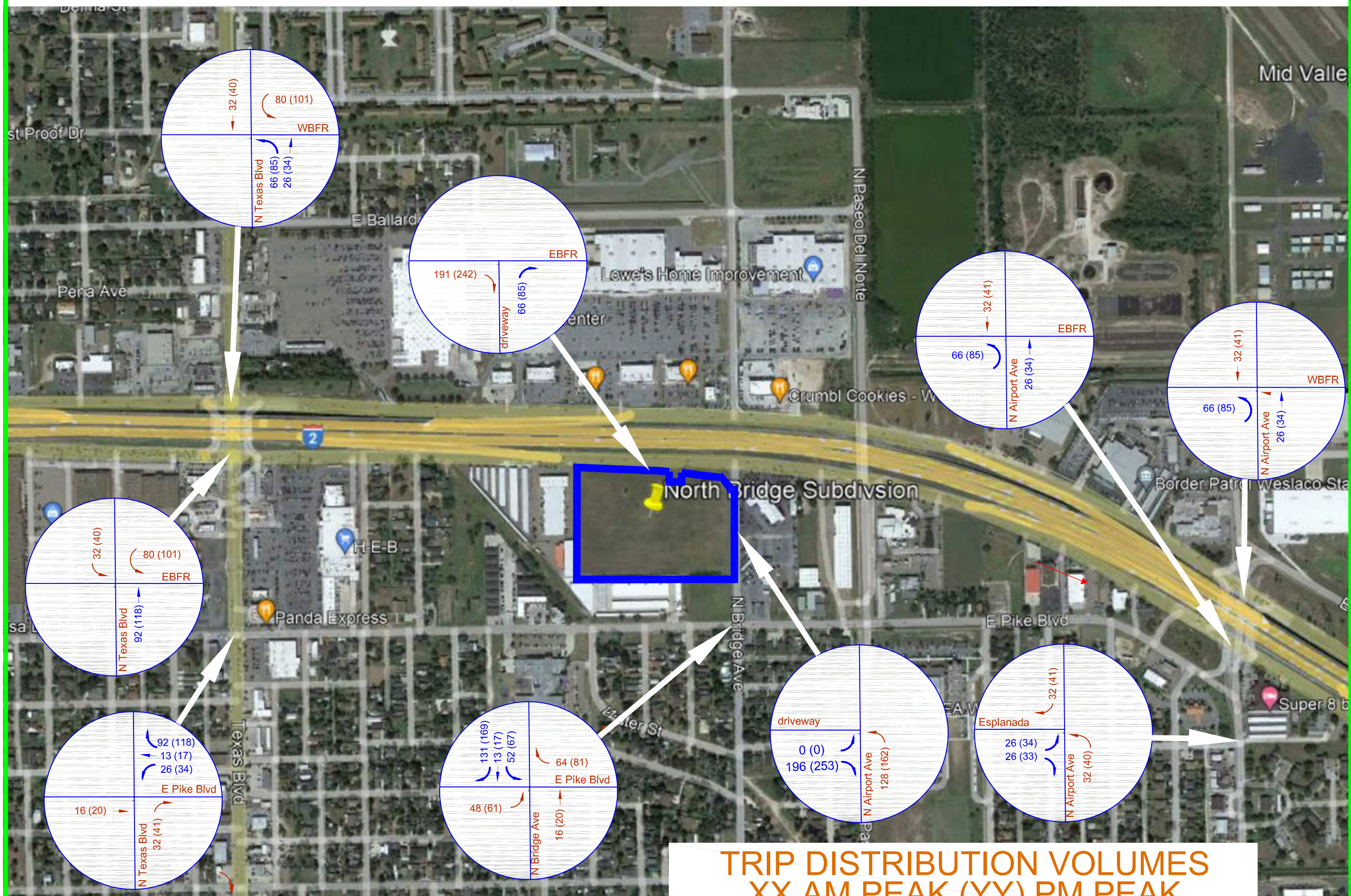
REV	DATE	DESCRIPTION

Shops at North Bridge

Site Trip Distribution

Percentage Exhibit

D22



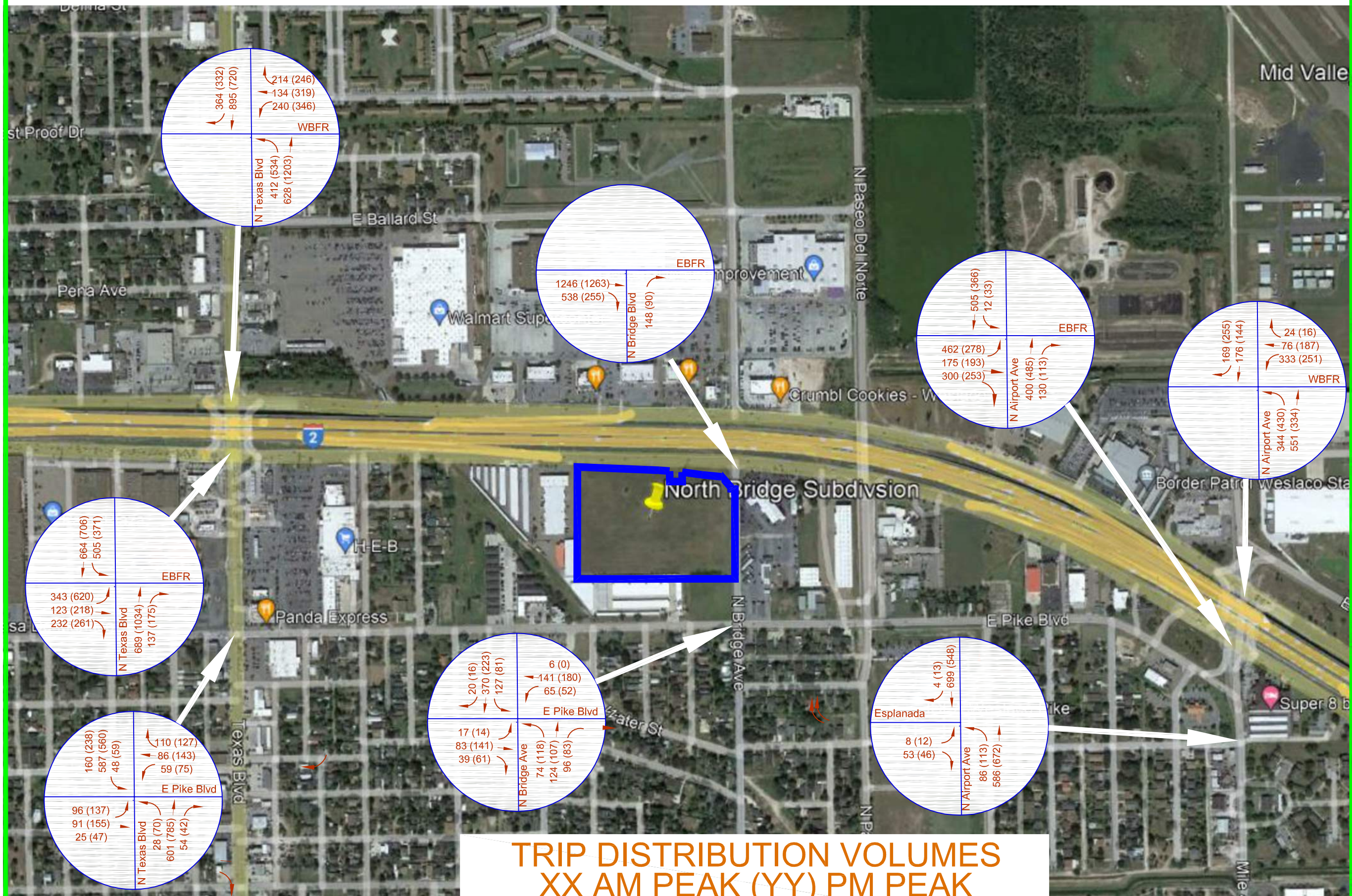
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE: May 2022
JOB NUMBER: 86220260

CIVIL ENGINEERING CONSULTANTS
DON DU R D E N . I N C .
11550 I.H. 10 WEST, SUITE 395
SAN ANTONIO, TEXAS 78230
TEL: (210) 641-9999
FAX: (210) 641-6440
EMAIL: cec@cectexas.com

CFC

REV	DATE	DESCRIPTION

Shops at North Bridge
Site Trip Distribution
Volumes Exhibit

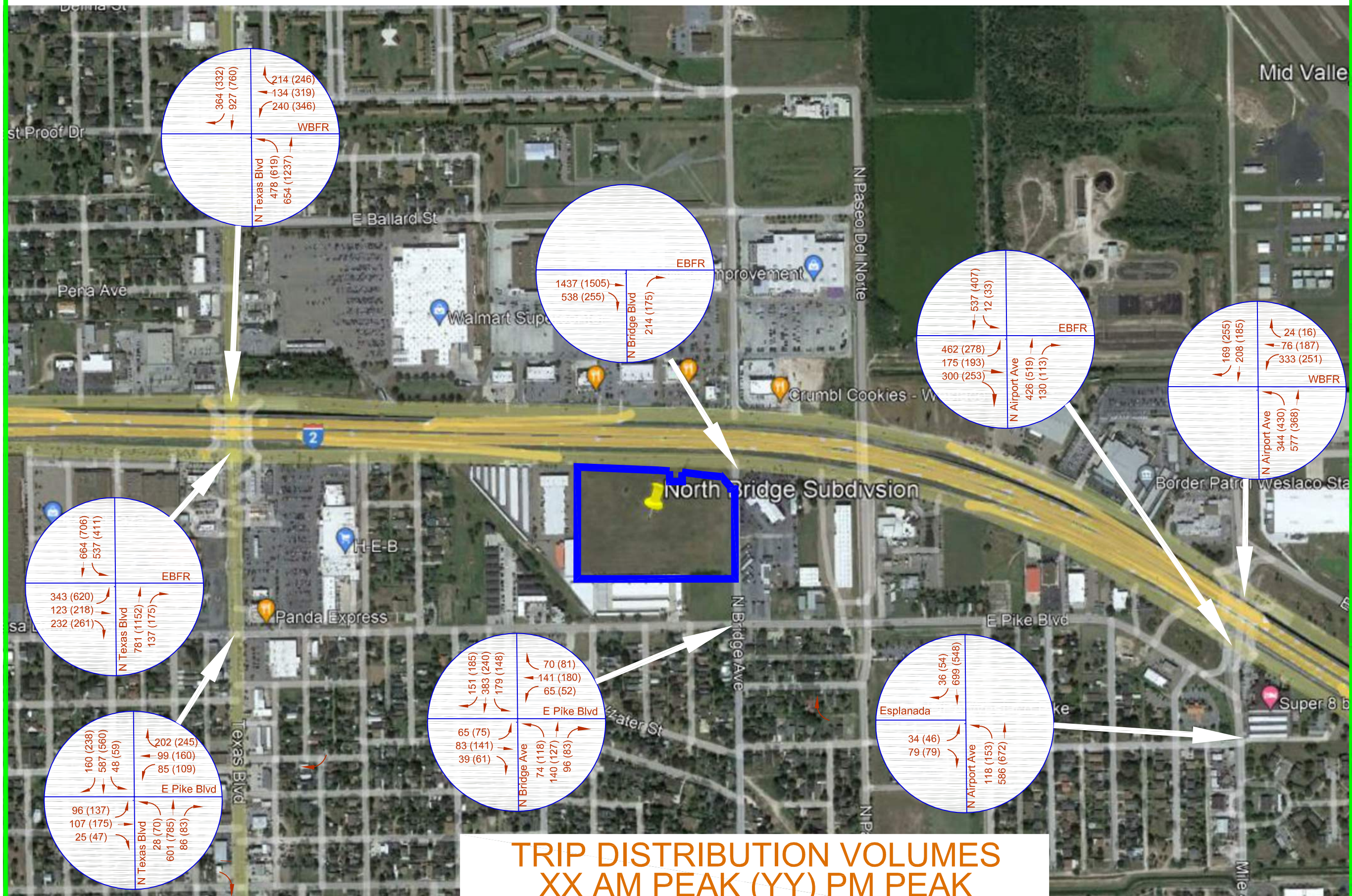


DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE: May 22, 2022
JOB NUMBER: 86220260

CFC
CIVIL ENGINEERING CONSULTANTS
DON DUBEN, INC.
11550 I.H. 10 WEST, SUITE 395
SAN ANTONIO, TEXAS 78230
TEL: (210) 641-9999
FAX: (210) 641-6440
EMAIL: cec@cfcctexas.com

REV	DATE	DESCRIPTION

Shops at North Bridge
2022 Current Volumes
Exhibit



DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE: May 22, 2022
JOB NUMBER: 86220260

CFC
CIVIL ENGINEERING CONSULTANTS
DON DUDEN, INC.
11550 I.H. 10 WEST, SUITE 395
SAN ANTONIO, TEXAS 78230
TEL: (210) 641-9999
FAX: (210) 641-6440
EMAIL: cec@cfectexas.com

REV	DATE	DESCRIPTION

REV	DATE	DESCRIPTION

Shops at North Bridge
2022 Proposed Volumes
Exhibit

APPENDIX B

TRAFFIC VOLUME DATA

Leg	N Airport Dr						
Direction	Southbound						
Start Time	Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW
2022-04-21 07:00:00	0	505	12	0	517	0	0
2022-04-21 08:00:00	0	289	13	0	302	0	0
2022-04-21 16:00:00	0	366	33	0	399	0	0
2022-04-21 17:00:00	0	360	22	0	382	0	0
Grand Total	0	1520	80	0	1600	0	0
% Approach	0.0%	95.0%	5.0%	0.0%			
% Total	0.0%	21.3%	1.1%	0.0%	22.4%		
Lights	0	1470	75	0	1545		
% Lights	0.0%	96.7%	93.8%	0.0%	96.6%		
Articulated Trucks	0	5	1	0	6		
% Articulated Trucks	0.0%	0.3%	1.3%	0.0%	0.4%		
Buses and Single-Unit Trucks	0	45	4	0	49		
% Buses and Single-Unit Trucks	0.0%	3.0%	5.0%	0.0%	3.1%		
Pedestrians						0	0
% Pedestrians						0.0%	0.0%
Bicycles on Crosswalk						0	0
% Bicycles on Crosswalk						0.0%	0.0%

EBFR US 83

Westbound

Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	Right	Thru	Left	U-Turn
0	0	0	76	76	0	0	130	400	0	0
0	0	0	56	56	0	0	87	339	0	0
0	0	0	93	93	0	0	113	485	0	0
0	0	0	100	100	0	0	141	512	0	0
0	0	0	325	325	0	0	471	1736	0	0
0.0%	0.0%	0.0%	100.0%				21.3%	78.7%	0.0%	0.0%
0.0%	0.0%	0.0%	4.5%	4.5%			6.6%	24.3%	0.0%	0.0%
0	0	0	315	315			463	1694	0	0
0.0%	0.0%	0.0%	96.9%	96.9%			98.3%	97.6%	0.0%	0.0%
0	0	0	5	5			2	2	0	0
0.0%	0.0%	0.0%	1.5%	1.5%			0.4%	0.1%	0.0%	0.0%
0	0	0	5	5			6	40	0	0
0.0%	0.0%	0.0%	1.5%	1.5%			1.3%	2.3%	0.0%	0.0%
					0	0				
					0.0%	0.0%				
					0	0				
					0.0%	0.0%				

N Airport Dr

Northbound

EBFR US 83
Eastbound

App Total	Peds CW	Peds CCW	Right	Thru	Left	App Total	Peds CW	Peds CCW	Int Total
530	0	0	300	175	462	937	0	0	2060
426	0	0	278	109	290	677	0	0	1461
598	0	0	253	193	278	724	0	0	1814
653	0	0	303	158	216	677	0	0	1812
2207	0	0	1134	635	1246	3015	0	0	7147
			37.6%	21.1%	41.3%				
30.9%			15.9%	8.9%	17.4%	42.2%			
2157			1125	625	1181	2931			6948
97.7%			99.2%	98.4%	94.8%	97.2%			97.2%
4			1	1	18	20			35
0.2%			0.1%	0.2%	1.4%	0.7%			0.5%
46			8	9	47	64			164
2.1%			0.7%	1.4%	3.8%	2.1%			2.3%
	0	0					0	0	
	0.0%	0.0%					0.0%	0.0%	
	0	0					0	0	
	0.0%	0.0%					0.0%	0.0%	

Leg	East			N Bridge Av			
Direction	Westbound			Northbound			
Start Time	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	Right
2022-04-13 00:00:00	0	0	0	0	0	0	4
2022-04-13 01:00:00	0	0	0	0	0	0	3
2022-04-13 02:00:00	0	0	0	0	0	0	6
2022-04-13 03:00:00	0	0	0	0	0	0	2
2022-04-13 04:00:00	0	0	0	0	0	0	10
2022-04-13 05:00:00	0	0	0	0	0	0	21
2022-04-13 06:00:00	0	0	0	0	0	0	46
2022-04-13 07:00:00	0	0	0	0	0	0	148
2022-04-13 08:00:00	0	0	0	0	0	0	100
2022-04-13 09:00:00	0	0	0	0	0	0	72
2022-04-13 10:00:00	0	0	0	0	0	0	77
2022-04-13 11:00:00	0	0	0	0	0	0	84
2022-04-13 12:00:00	0	0	0	0	0	0	113
2022-04-13 13:00:00	0	0	0	0	0	0	86
2022-04-13 14:00:00	0	0	0	0	0	0	90
2022-04-13 15:00:00	0	0	0	0	0	0	130
2022-04-13 16:00:00	0	0	0	0	0	0	128
2022-04-13 17:00:00	0	0	0	0	0	0	139
2022-04-13 18:00:00	0	0	0	0	0	0	72
2022-04-13 19:00:00	0	0	0	0	0	0	55
2022-04-13 20:00:00	0	0	0	0	0	0	38
2022-04-13 21:00:00	0	0	0	0	0	0	51
2022-04-13 22:00:00	0	0	0	0	0	0	17
2022-04-13 23:00:00	0	0	0	0	0	0	17
Grand Total	0	0	0	0	0	0	1509
% Approach	0.0%	0.0%	0.0%				100.0%
% Total	0.0%	0.0%	0.0%	0.0%			6.1%
Lights	0	0	0	0			1481
% Lights	0.0%	0.0%	0.0%				98.1%
Articulated Trucks	0	0	0	0			5
% Articulated Trucks	0.0%	0.0%	0.0%				0.3%

e

EBFR US 83
Eastbound

Left	U-Turn	App Total	Peds CW	Peds CCW	Right	Thru	U-Turn	App Total	Peds CW	Peds CCW
0	0	4	0	0	22	102	0	124	0	0
0	0	3	0	0	13	45	0	58	0	0
0	0	6	0	0	9	22	0	31	0	0
0	0	2	0	0	17	32	0	49	0	0
0	0	10	0	0	13	112	0	125	0	0
0	0	21	0	0	26	278	0	304	0	0
0	0	46	0	0	136	565	0	701	0	0
0	0	148	0	0	538	1246	0	1784	0	0
0	0	100	0	0	303	1135	0	1438	0	0
0	0	72	0	0	232	914	0	1146	0	0
0	0	77	0	0	206	883	0	1089	0	0
0	0	84	0	0	209	1142	0	1351	0	0
0	0	113	0	0	283	1321	0	1604	0	0
0	0	86	0	0	300	1385	0	1685	0	0
0	0	90	0	0	255	1263	0	1518	0	0
0	0	130	0	0	358	1297	0	1655	0	0
0	0	128	0	0	329	1351	0	1680	0	0
0	0	139	0	0	307	1377	0	1684	0	0
0	0	72	0	0	267	1325	0	1592	0	0
0	0	55	0	0	176	942	0	1118	0	0
0	0	38	0	0	152	861	0	1013	0	0
0	0	51	0	0	120	707	0	827	0	0
0	0	17	0	0	69	424	0	493	0	0
0	0	17	0	0	53	243	0	296	0	0
0	0	1509	0	0	4393	18972	0	23365	0	0
0.0%	0.0%				18.8%	81.2%	0.0%			
0.0%	0.0%	6.1%			17.7%	76.3%	0.0%	93.9%		
0	0	1481			4326	18572	0	22898		
0.0%	0.0%	98.1%			98.5%	97.9%	0.0%	98.0%		
0	0	5			15	155	0	170		
0.0%	0.0%	0.3%			0.3%	0.8%	0.0%	0.7%		

Leg	N Texas Blvd							
Direction	Southbound							
Start Time	Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	
2022-04-13 07:00:00	0	664	505	0	1169	0	0	
2022-04-13 08:00:00	0	561	385	0	946	0	0	
2022-04-13 16:00:00	0	706	371	0	1077	0	0	
2022-04-13 17:00:00	0	676	372	0	1048	0	0	
Grand Total	0	2607	1633	0	4240	0	0	
% Approach	0.0%	61.5%	38.5%	0.0%				
% Total	0.0%	17.8%	11.1%	0.0%	28.9%			
Lights	0	2586	1591	0	4177			
% Lights	0.0%	99.2%	97.4%	0.0%	98.5%			
Articulated Trucks	0	2	9	0	11			
% Articulated Trucks	0.0%	0.1%	0.6%	0.0%	0.3%			
Buses and Single-Unit Trucks	0	19	33	0	52			
% Buses and Single-Unit Trucks	0.0%	0.7%	2.0%	0.0%	1.2%			
Pedestrians						0	0	
% Pedestrians						0.0%	0.0%	
Bicycles on Crosswalk						0	0	
% Bicycles on Crosswalk						0.0%	0.0%	

EBFR US 83

Westbound

Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	Right	Thru	Left	U-Turn
0	0	0	273	273	1	1	137	689	0	0
0	0	0	234	234	0	0	102	581	0	0
0	0	0	370	370	2	0	175	1034	0	0
0	1	0	365	366	2	1	134	1059	0	0
0	1	0	1242	1243	5	2	548	3363	0	0
0.0%	0.1%	0.0%	99.9%				14.0%	86.0%	0.0%	0.0%
0.0%	0.0%	0.0%	8.5%	8.5%			3.7%	23.0%	0.0%	0.0%
0	1	0	1229	1230			538	3320	0	0
0.0%	100.0%	0.0%	99.0%	99.0%			98.2%	98.7%	0.0%	0.0%
0	0	0	4	4			1	4	0	0
0.0%	0.0%	0.0%	0.3%	0.3%			0.2%	0.1%	0.0%	0.0%
0	0	0	9	9			9	39	0	0
0.0%	0.0%	0.0%	0.7%	0.7%			1.6%	1.2%	0.0%	0.0%

N Texas Blvd

Northbound

2	2
40.0%	100.0%
3	0
60.0%	0.0%

EBFR US 83 Eastbound											
App Total	Peds CW	Peds CCW	Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	Int Total	
826	0	0	232	123	343	331	1029	1	1	3297	
683	3	3	241	135	305	323	1004	3	1	2867	
1209	0	0	261	218	620	540	1639	1	0	4295	
1193	0	0	290	236	621	438	1585	1	1	4192	
3911	3	3	1024	712	1889	1632	5257	6	3	14651	
			19.5%	13.5%	35.9%	31.0%					
26.7%			7.0%	4.9%	12.9%	11.1%	35.9%				
3858			1013	701	1867	1625	5206			14471	
98.6%			98.9%	98.5%	98.8%	99.6%	99.0%			98.8%	
5			2	5	9	4	20			40	
0.1%			0.2%	0.7%	0.5%	0.2%	0.4%			0.3%	
48			9	6	13	3	31			140	
1.2%			0.9%	0.8%	0.7%	0.2%	0.6%			1.0%	
	3	3						6	3		
	100.0%	100.0%						100.0%	100.0%		
	0	0						0	0		
	0.0%	0.0%						0.0%	0.0%		

Leg	N Airport Dr							
Direction	Southbound							
Start Time	Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	
2022-04-13 15:45:00	6	157	0	0	163	0	0	
2022-04-13 16:00:00	1	125	0	0	126	0	0	
2022-04-13 16:15:00	3	150	0	0	153	0	0	
2022-04-13 16:30:00	3	116	0	0	119	0	0	
Grand Total	13	548	0	0	561	0	0	
% Approach	2.3%	97.7%	0.0%	0.0%				
% Total	0.9%	39.0%	0.0%	0.0%	40.0%			
PHF (3:45 PM - 4:45 PM)	0.542	0.873	0	0	0.86			
Lights	13	534	0	0	547			
% Lights	100.0%	97.4%	0.0%	0.0%	97.5%			
Articulated Trucks	0	2	0	0	2			
% Articulated Trucks	0.0%	0.4%	0.0%	0.0%	0.4%			
Buses and Single-Unit Trucks	0	12	0	0	12			
% Buses and Single-Unit Trucks	0.0%	2.2%	0.0%	0.0%	2.1%			
Pedestrians						0	0	
% Pedestrians						0.0%	0.0%	
Bicycles on Crosswalk						0	0	
% Bicycles on Crosswalk						0.0%	0.0%	

Esplanada St					N Airport Dr						
Westbound					Northbound						
Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	Right	Thru	Left	U-Turn	
0	0	0	0	0	0	0	0	0	148	50	0
0	0	0	0	0	0	0	0	0	188	33	0
0	0	0	0	0	0	0	0	0	178	15	0
0	0	0	0	0	0	0	0	0	158	15	0
0	0	0	0	0	0	0	0	0	672	113	0
0.0%	0.0%	0.0%	0.0%				0.0%	85.6%	14.4%	0.0%	
0.0%	0.0%	0.0%	0.0%	0.0%			0.0%	47.9%	8.0%	0.0%	
0	0	0	0	0			0	0.894	0.565	0	
0	0	0	0	0			0	656	108	0	
0.0%	0.0%	0.0%	0.0%				0.0%	97.6%	95.6%	0.0%	
0	0	0	0	0			0	1	0	0	
0.0%	0.0%	0.0%	0.0%				0.0%	0.1%	0.0%	0.0%	
0	0	0	0	0			0	15	5	0	
0.0%	0.0%	0.0%	0.0%				0.0%	2.2%	4.4%	0.0%	
						0					
						0.0%	0.0%				
						0	0				
						0.0%	0.0%				

Esplanada St Eastbound											
App Total	Peds CW	Peds CCW	Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	Int Total	
198	0	0	15	0	4	0	19	0	0	380	
221	0	0	19	0	3	0	22	0	0	369	
193	0	0	7	0	3	0	10	0	0	356	
173	0	0	5	0	2	0	7	0	0	299	
785	0	0	46	0	12	0	58	0	0	1404	
			79.3%	0.0%	20.7%	0.0%					
55.9%			3.3%	0.0%	0.9%	0.0%	4.1%				
0.888			0.605	0	0.75	0	0.659			0.924	
764			45	0	12	0	57			1368	
97.3%			97.8%	0.0%	100.0%	0.0%	98.3%			97.4%	
1			0	0	0	0	0			3	
0.1%			0.0%	0.0%	0.0%	0.0%	0.0%			0.2%	
20			1	0	0	0	1			33	
2.5%			2.2%	0.0%	0.0%	0.0%	1.7%			2.4%	
	0	0						0	0		
	0.0%	0.0%						0.0%	0.0%		
	0	0						0	0		
	0.0%	0.0%						0.0%	0.0%		

Leg	N Bridge Ave						
Direction	Southbound						
Start Time	Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW
2022-04-13 00:00:00	1	15	5	0	21	0	0
2022-04-13 01:00:00	0	11	4	0	15	0	0
2022-04-13 02:00:00	1	6	3	0	10	0	0
2022-04-13 03:00:00	1	13	2	0	16	0	0
2022-04-13 04:00:00	0	12	1	0	13	0	0
2022-04-13 05:00:00	1	17	8	0	26	0	0
2022-04-13 06:00:00	4	92	30	0	126	0	0
2022-04-13 07:00:00	20	370	127	0	517	0	0
2022-04-13 08:00:00	9	261	39	0	309	0	0
2022-04-13 09:00:00	11	189	36	0	236	0	0
2022-04-13 10:00:00	12	137	55	0	204	0	0
2022-04-13 11:00:00	14	127	65	0	206	0	0
2022-04-13 12:00:00	16	209	56	0	281	0	0
2022-04-13 13:00:00	21	224	52	0	297	0	0
2022-04-13 14:00:00	17	193	47	0	257	0	0
2022-04-13 15:00:00	11	250	95	0	356	0	0
2022-04-13 16:00:00	16	223	81	0	320	0	0
2022-04-13 17:00:00	26	207	72	0	305	0	0
2022-04-13 18:00:00	22	186	64	0	272	0	0
2022-04-13 19:00:00	12	120	49	0	181	0	0
2022-04-13 20:00:00	11	111	36	0	158	0	0
2022-04-13 21:00:00	5	100	15	0	120	0	0
2022-04-13 22:00:00	4	49	15	0	68	0	0
2022-04-13 23:00:00	1	39	13	0	53	0	0
Grand Total	236	3161	970	0	4367	0	0
% Approach	5.4%	72.4%	22.2%	0.0%			
% Total	1.8%	24.7%	7.6%	0.0%	34.2%		
Lights	235	3112	960	0	4307		
% Lights	99.6%	98.4%	99.0%	0.0%	98.6%		
Articulated Trucks	0	11	1	0	12		
% Articulated Trucks	0.0%	0.3%	0.1%	0.0%	0.3%		

E Pike Blvd Westbound					N Bridge Ave Northbound						
Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	Right	Thru	Left	U-Turn	
0	5	3	0	8	0	0	5	4	1	0	
0	0	2	0	2	0	0	1	3	4	0	
0	1	1	0	2	0	0	1	5	0	0	
0	4	0	0	4	0	0	1	2	2	0	
0	2	2	0	4	0	0	0	8	5	0	
1	6	0	0	7	0	0	4	18	7	0	
2	22	10	0	34	0	0	16	41	37	0	
6	141	65	0	212	0	0	96	124	74	0	
0	110	50	0	160	0	0	67	89	89	0	
3	88	30	0	121	0	0	53	63	76	0	
6	93	23	0	122	0	0	46	69	78	0	
11	133	32	0	176	0	0	55	73	97	0	
10	143	38	0	191	0	0	56	100	109	0	
12	118	43	0	173	0	0	38	70	70	0	
3	102	46	0	151	0	0	56	72	79	0	
15	160	61	0	236	0	0	87	112	91	0	
0	180	52	0	232	0	0	83	107	118	0	
5	158	47	0	210	0	0	71	110	104	0	
3	126	45	0	174	0	0	53	56	74	0	
2	74	29	0	105	0	0	44	42	77	0	
0	48	20	0	68	0	0	32	32	62	0	
1	48	16	0	65	0	0	24	49	47	0	
0	29	16	0	45	0	0	11	17	26	0	
0	9	7	0	16	0	0	4	12	11	0	
80	1800	638	0	2518	0	0	904	1278	1338	0	
3.2%	71.5%	25.3%	0.0%				25.7%	36.3%	38.0%	0.0%	
0.6%	14.1%	5.0%	0.0%	19.7%			7.1%	10.0%	10.5%	0.0%	
78	1771	615	0	2464			900	1253	1329	0	
97.5%	98.4%	96.4%	0.0%	97.9%			99.6%	98.0%	99.3%	0.0%	
1	0	1	0	2			0	3	1	0	
1.3%	0.0%	0.2%	0.0%	0.1%			0.0%	0.2%	0.1%	0.0%	

Leg	Texas Blvd						
Direction	Southbound						
Start Time	Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW
2022-04-13 00:00:00	5	55	2	0	62	0	0
2022-04-13 01:00:00	1	26	4	0	31	0	0
2022-04-13 02:00:00	2	18	0	0	20	0	0
2022-04-13 03:00:00	6	25	3	0	34	0	0
2022-04-13 04:00:00	7	28	1	0	36	0	0
2022-04-13 05:00:00	10	58	6	0	74	0	0
2022-04-13 06:00:00	62	208	17	0	287	0	0
2022-04-13 07:00:00	160	587	48	0	795	0	0
2022-04-13 08:00:00	147	554	40	0	741	0	0
2022-04-13 09:00:00	137	455	20	0	612	0	0
2022-04-13 10:00:00	141	439	39	0	619	0	0
2022-04-13 11:00:00	196	498	54	0	748	0	0
2022-04-13 12:00:00	236	547	51	0	834	0	0
2022-04-13 13:00:00	177	517	50	0	744	0	0
2022-04-13 14:00:00	153	484	71	0	708	0	0
2022-04-13 15:00:00	206	540	63	0	809	1	1
2022-04-13 16:00:00	238	560	59	0	857	0	0
2022-04-13 17:00:00	208	554	54	1	817	1	0
2022-04-13 18:00:00	173	458	59	0	690	0	0
2022-04-13 19:00:00	121	384	42	0	547	0	1
2022-04-13 20:00:00	99	343	28	1	471	0	0
2022-04-13 21:00:00	52	274	28	0	354	1	0
2022-04-13 22:00:00	36	180	13	0	229	0	0
2022-04-13 23:00:00	25	122	9	0	156	0	0
Grand Total	2598	7914	761	2	11275	3	2
% Approach	23.0%	70.2%	6.7%	0.0%			
% Total	8.6%	26.2%	2.5%	0.0%	37.4%		
Lights	2586	7791	749	2	11128		
% Lights	99.5%	98.4%	98.4%	100.0%	98.7%		
Articulated Trucks	5	16	2	0	23		
% Articulated Trucks	0.2%	0.2%	0.3%	0.0%	0.2%		

W Pike Blvd Westbound					Texas Blvd Northbound						
Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	Right	Thru	Left	U-Turn	
8	3	3	0	14	0	0	1	45	2	0	
1	0	1	0	2	0	0	0	41	0	0	
2	2	0	0	4	0	0	0	15	1	0	
3	0	1	0	4	0	0	1	20	1	0	
5	6	0	0	11	1	0	2	38	1	0	
11	5	0	0	16	0	0	2	78	1	0	
65	12	5	0	82	0	0	12	218	7	0	
110	86	59	0	255	0	0	54	601	28	1	
96	77	47	0	220	1	0	19	467	28	0	
75	72	44	1	192	0	0	19	495	37	0	
92	98	40	0	230	0	0	23	580	47	0	
121	96	69	0	286	0	0	52	689	71	0	
127	117	100	0	344	0	2	44	673	62	0	
111	103	59	1	274	1	0	51	627	49	1	
119	105	79	0	303	0	0	37	587	50	0	
149	99	83	0	331	0	1	73	674	69	0	
127	143	75	1	346	0	0	42	785	70	0	
132	144	90	0	366	1	0	49	792	59	0	
108	123	59	0	290	0	0	39	637	51	0	
126	96	76	1	299	0	1	38	514	38	0	
101	63	70	0	234	1	2	19	478	26	0	
68	43	46	0	157	1	0	22	351	18	0	
43	36	22	0	101	0	1	11	173	5	1	
21	9	8	0	38	0	1	3	135	2	0	
1821	1538	1036	4	4399	6	8	613	9713	723	3	
41.4%	35.0%	23.6%	0.1%				5.5%	87.9%	6.5%	0.0%	
6.0%	5.1%	3.4%	0.0%	14.6%			2.0%	32.2%	2.4%	0.0%	
1799	1518	1026	4	4347			602	9598	720	3	
98.8%	98.7%	99.0%	100.0%	98.8%			98.2%	98.8%	99.6%	100.0%	
2	6	1	0	9			0	13	0	0	
0.1%	0.4%	0.1%	0.0%	0.2%			0.0%	0.1%	0.0%	0.0%	

W Pike Blvd Eastbound										
App Total	Peds CW	Peds CCW	Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	Int Total
48	0	0	0	1	4	0	5	0	0	129
41	0	0	0	1	2	0	3	0	0	77
16	0	0	0	1	1	0	2	0	0	42
22	0	0	2	2	5	0	9	0	0	69
41	0	0	2	2	0	0	4	0	0	92
81	0	0	3	5	6	0	14	0	0	185
237	0	0	6	9	12	0	27	0	0	633
684	0	0	25	91	96	0	212	0	0	1946
514	0	0	18	65	64	0	147	0	0	1622
551	1	1	25	65	68	0	158	0	0	1513
650	0	0	26	81	77	0	184	0	0	1683
812	1	0	47	105	116	0	268	0	0	2114
779	0	0	40	99	107	0	246	0	1	2203
728	1	0	34	98	112	0	244	0	1	1990
674	0	0	31	102	80	0	213	2	1	1898
816	0	0	66	97	106	0	269	2	0	2225
897	0	0	47	155	137	0	339	1	1	2439
900	0	0	32	126	133	0	291	0	0	2374
727	0	1	38	123	129	0	290	0	0	1997
590	0	0	28	92	74	0	194	0	2	1630
523	0	0	25	67	62	0	154	0	0	1382
391	0	1	17	30	48	0	95	0	0	997
190	0	0	6	35	24	0	65	0	0	585
140	1	1	4	6	12	0	22	0	0	356
11052	4	4	522	1458	1475	0	3455	5	6	30181
			15.1%	42.2%	42.7%	0.0%				
36.6%			1.7%	4.8%	4.9%	0.0%	11.4%			
10923			518	1445	1464	0	3427			29825
98.8%			99.2%	99.1%	99.3%	0.0%	99.2%			98.8%
13			2	0	2	0	4			49
0.1%			0.4%	0.0%	0.1%	0.0%	0.1%			0.2%

Leg	N Airport Dr						
Direction	Southbound						
Start Time	Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW
2022-04-21 07:00:00	169	176	0	0	345	0	0
2022-04-21 08:00:00	138	92	0	0	230	0	0
2022-04-21 16:00:00	255	144	0	0	399	0	0
2022-04-21 17:00:00	257	136	0	0	393	0	0
Grand Total	819	548	0	0	1367	0	0
% Approach	59.9%	40.1%	0.0%	0.0%			
% Total	11.1%	7.4%	0.0%	0.0%	18.6%		
Lights	784	523	0	0	1307		
% Lights	95.7%	95.4%	0.0%	0.0%	95.6%		
Articulated Trucks	9	2	0	0	11		
% Articulated Trucks	1.1%	0.4%	0.0%	0.0%	0.8%		
Buses and Single-Unit Trucks	26	23	0	0	49		
% Buses and Single-Unit Trucks	3.2%	4.2%	0.0%	0.0%	3.6%		
Pedestrians						0	0
% Pedestrians						0.0%	0.0%
Bicycles on Crosswalk						0	0
% Bicycles on Crosswalk						0.0%	0.0%

WBFR US 83

Westbound

Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	Right	Thru	Left	U-Turn
24	76	333	74	507	0	0	0	551	344	0
19	97	198	51	365	0	0	0	363	280	0
16	187	251	84	538	0	0	0	334	430	0
26	204	236	86	552	0	0	0	292	456	0
85	564	1018	295	1962	0	0	0	1540	1510	0
4.3%	28.7%	51.9%	15.0%				0.0%	50.5%	49.5%	0.0%
1.2%	7.7%	13.8%	4.0%	26.7%			0.0%	20.9%	20.5%	0.0%
81	553	991	285	1910			0	1446	1489	0
95.3%	98.0%	97.3%	96.6%	97.3%			0.0%	93.9%	98.6%	0.0%
0	7	3	4	14			0	17	3	0
0.0%	1.2%	0.3%	1.4%	0.7%			0.0%	1.1%	0.2%	0.0%
4	4	24	6	38			0	77	18	0
4.7%	0.7%	2.4%	2.0%	1.9%			0.0%	5.0%	1.2%	0.0%
					0	0				
					0.0%	0.0%				
					0	0				
					0.0%	0.0%				

N Airport Dr

Northbound

WBFR US 83 Eastbound										
App Total	Peds CW	Peds CCW	Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	Int Total
895	0	0	0	0	0	246	246	0	0	1993
643	0	0	0	0	0	142	142	0	0	1380
764	0	0	0	0	0	324	324	0	0	2025
748	0	0	0	0	0	267	267	0	0	1960
3050	0	0	0	0	0	979	979	0	0	7358
			0.0%	0.0%	0.0%	100.0%				
41.5%			0.0%	0.0%	0.0%	13.3%	13.3%			
2935			0	0	0	972	972			7124
96.2%			0.0%	0.0%	0.0%	99.3%	99.3%			96.8%
20			0	0	0	4	4			49
0.7%			0.0%	0.0%	0.0%	0.4%	0.4%			0.7%
95			0	0	0	3	3			185
3.1%			0.0%	0.0%	0.0%	0.3%	0.3%			2.5%
	0	0						0	0	
	0.0%	0.0%						0.0%	0.0%	
	0	0						0	0	
	0.0%	0.0%						0.0%	0.0%	

Leg	N Texas Blvd						
Direction	Southbound						
Start Time	Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW
2022-04-13 07:00:00	364	895	0	0	1259	0	0
2022-04-13 08:00:00	299	721	0	0	1020	0	0
2022-04-13 16:00:00	332	720	0	0	1052	0	0
2022-04-13 17:00:00	350	711	0	0	1061	0	0
Grand Total	1345	3047	0	0	4392	0	0
% Approach	30.6%	69.4%	0.0%	0.0%			
% Total	8.7%	19.6%	0.0%	0.0%	28.3%		
Lights	1303	2997	0	0	4300		
% Lights	96.9%	98.4%	0.0%	0.0%	97.9%		
Articulated Trucks	15	10	0	0	25		
% Articulated Trucks	1.1%	0.3%	0.0%	0.0%	0.6%		
Buses and Single-Unit Trucks	27	40	0	0	67		
% Buses and Single-Unit Trucks	2.0%	1.3%	0.0%	0.0%	1.5%		
Pedestrians						0	0
% Pedestrians						0.0%	0.0%
Bicycles on Crosswalk						0	0
% Bicycles on Crosswalk						0.0%	0.0%

WBFR US 83

Westbound

Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	Right	Thru	Left	U-Turn
214	134	240	241	829	3	3	0	628	412	0
124	174	231	225	754	0	2	0	590	325	0
246	319	346	372	1283	4	2	0	1203	534	0
218	337	320	356	1231	0	0	0	1189	502	0
802	964	1137	1194	4097	7	7	0	3610	1773	0
19.6%	23.5%	27.8%	29.1%				0.0%	67.1%	32.9%	0.0%
5.2%	6.2%	7.3%	7.7%	26.4%			0.0%	23.2%	11.4%	0.0%
774	954	1125	1181	4034			0	3570	1748	0
96.5%	99.0%	98.9%	98.9%	98.5%			0.0%	98.9%	98.6%	0.0%
5	3	2	4	14			0	12	1	0
0.6%	0.3%	0.2%	0.3%	0.3%			0.0%	0.3%	0.1%	0.0%
23	7	10	9	49			0	28	24	0
2.9%	0.7%	0.9%	0.8%	1.2%			0.0%	0.8%	1.4%	0.0%

N Texas Blvd

Northbound

6	3
85.7%	42.9%
1	4
14.3%	57.1%

WBFR US 83
Eastbound

App Total	Peds CW	Peds CCW	Right	Thru	Left	U-Turn	App Total	Peds CW	Peds CCW	Int Total
1040	0	0	0	0	0	331	331	1	0	3459
915	0	0	0	0	0	340	340	0	1	3029
1737	0	0	0	0	0	526	526	0	0	4598
1691	0	0	0	0	0	470	470	2	2	4453
5383	0	0	0	0	0	1667	1667	3	3	15539
			0.0%	0.0%	0.0%	100.0%				
34.6%			0.0%	0.0%	0.0%	10.7%	10.7%			
5318			0	0	0	1658	1658			15310
98.8%			0.0%	0.0%	0.0%	99.5%	99.5%			98.5%
13			0	0	0	3	3			55
0.2%			0.0%	0.0%	0.0%	0.2%	0.2%			0.4%
52			0	0	0	6	6			174
1.0%			0.0%	0.0%	0.0%	0.4%	0.4%			1.1%
	0	0						2	2	
	0.0%	0.0%						66.7%	66.7%	
	0	0						1	1	
	0.0%	0.0%						33.3%	33.3%	

APPENDIX C

SYNCHRO PRINTOUTS

Intersection						
Int Delay, s/veh	1.5					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	8	53	86	586	699	4
Future Vol, veh/h	8	53	86	586	699	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	58	93	637	760	4
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1585	762	764	0	-	0
Stage 1	762	-	-	-	-	-
Stage 2	823	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	119	405	849	-	-	-
Stage 1	461	-	-	-	-	-
Stage 2	431	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	99	405	849	-	-	-
Mov Cap-2 Maneuver	99	-	-	-	-	-
Stage 1	383	-	-	-	-	-
Stage 2	431	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	21.2	1.2		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	849	-	288	-	-	
HCM Lane V/C Ratio	0.11	-	0.23	-	-	
HCM Control Delay (s)	9.8	0	21.2	-	-	
HCM Lane LOS	A	A	C	-	-	
HCM 95th %tile Q(veh)	0.4	-	0.9	-	-	

HCM 2010 Signalized Intersection Summary

7: WBFR & Airport

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	333	76	24	344	551	0	0	176	169
Future Volume (veh/h)	0	0	0	333	76	24	344	551	0	0	176	169
Number				3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln				1863	1863	1863	1863	1863	0	0	1863	1863
Adj Flow Rate, veh/h				362	83	26	324	669	0	0	191	0
Adj No. of Lanes				2	1	1	1	2	0	0	2	1
Peak Hour Factor				0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %				2	2	2	2	2	0	0	2	2
Cap, veh/h				616	323	275	887	2325	0	0	2208	988
Arrive On Green				0.17	0.17	0.17	0.62	0.62	0.00	0.00	0.62	0.00
Sat Flow, veh/h				3548	1863	1583	1187	3725	0	0	3632	1583
Grp Volume(v), veh/h				362	83	26	324	669	0	0	191	0
Grp Sat Flow(s),veh/h/ln				1774	1863	1583	1187	1863	0	0	1770	1583
Q Serve(g_s), s				3.9	1.6	0.6	6.3	3.5	0.0	0.0	0.9	0.0
Cycle Q Clear(g_c), s				3.9	1.6	0.6	7.2	3.5	0.0	0.0	0.9	0.0
Prop In Lane				1.00		1.00	1.00		0.00	0.00		1.00
Lane Grp Cap(c), veh/h				616	323	275	887	2325	0	0	2208	988
V/C Ratio(X)				0.59	0.26	0.09	0.37	0.29	0.00	0.00	0.09	0.00
Avail Cap(c_a), veh/h				1352	710	603	887	2325	0	0	2208	988
HCM Platoon Ratio				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)				1.00	1.00	1.00	0.94	0.94	0.00	0.00	1.00	0.00
Uniform Delay (d), s/veh				16.0	15.0	14.6	4.6	3.6	0.0	0.0	3.1	0.0
Incr Delay (d2), s/veh				0.9	0.4	0.1	1.1	0.3	0.0	0.0	0.0	0.0
Initial Q Delay(d3),s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				2.0	0.9	0.3	2.3	1.9	0.0	0.0	0.4	0.0
LnGrp Delay(d),s/veh				16.9	15.4	14.7	5.7	3.9	0.0	0.0	3.2	0.0
LnGrp LOS				B	B	B	A	A			A	
Approach Vol, veh/h					471			993			191	
Approach Delay, s/veh					16.5			4.5			3.2	
Approach LOS					B			A			A	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2				6		8				
Phs Duration (G+Y+Rc), s		30.7				30.7		11.3				
Change Period (Y+Rc), s		* 4.5				4.5		4.0				
Max Green Setting (Gmax), s		* 16				18.0		16.0				
Max Q Clear Time (g_c+I1), s		9.2				2.9		5.9				
Green Ext Time (p_c), s		3.2				0.9		1.4				
Intersection Summary												
HCM 2010 Ctrl Delay				7.7								
HCM 2010 LOS				A								
Notes												

HCM 2010 Signalized Intersection Summary

10: Airport & EBFR

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	462	175	300	0	0	0	0	400	130	12	505	0
Future Volume (veh/h)	462	175	300	0	0	0	0	400	130	12	505	0
Number	7	4	14				5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0				0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00				1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00				1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863				0	1863	1863	1863	1863	0
Adj Flow Rate, veh/h	502	190	326				0	435	0	13	549	0
Adj No. of Lanes	2	1	1				0	2	1	1	2	0
Peak Hour Factor	0.92	0.92	0.92				0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2				0	2	2	2	2	0
Cap, veh/h	953	500	425				0	1646	736	29	2104	0
Arrive On Green	0.27	0.27	0.27				0.00	0.46	0.00	0.02	0.56	0.00
Sat Flow, veh/h	3548	1863	1583				0	3632	1583	1774	3725	0
Grp Volume(v), veh/h	502	190	326				0	435	0	13	549	0
Grp Sat Flow(s),veh/h/ln	1774	1863	1583				0	1770	1583	1774	1863	0
Q Serve(g_s), s	6.5	4.5	10.2				0.0	4.0	0.0	0.4	4.1	0.0
Cycle Q Clear(g_c), s	6.5	4.5	10.2				0.0	4.0	0.0	0.4	4.1	0.0
Prop In Lane	1.00		1.00				0.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	953	500	425				0	1646	736	29	2104	0
V/C Ratio(X)	0.53	0.38	0.77				0.00	0.26	0.00	0.45	0.26	0.00
Avail Cap(c_a), veh/h	1183	621	528				0	1646	736	164	2104	0
HCM Platoon Ratio	1.00	1.00	1.00				1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00				0.00	1.00	0.00	0.97	0.97	0.00
Uniform Delay (d), s/veh	16.8	16.1	18.2				0.0	8.8	0.0	26.3	6.0	0.0
Incr Delay (d2), s/veh	0.5	0.5	5.3				0.0	0.4	0.0	10.1	0.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0				0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.2	2.3	5.1				0.0	2.0	0.0	0.3	2.1	0.0
LnGrp Delay(d),s/veh	17.3	16.6	23.5				0.0	9.2	0.0	36.4	6.3	0.0
LnGrp LOS	B	B	C					A		D	A	
Approach Vol, veh/h		1018						435			562	
Approach Delay, s/veh		19.1						9.2			7.0	
Approach LOS		B						A			A	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	5.4	29.6		19.0		35.0						
Change Period (Y+Rc), s	4.5	4.5		4.5		4.5						
Max Green Setting (Gmax), s	5.0	18.0		18.0		18.0						
Max Q Clear Time (g_c+I12), s	12.4	6.0		12.2		6.1						
Green Ext Time (p_c), s	0.0	2.2		2.3		2.9						
Intersection Summary												
HCM 2010 Ctrl Delay			13.6									
HCM 2010 LOS			B									
Notes												

Intersection

Int Delay, s/veh 4.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑↑					↑
Traffic Vol, veh/h	1246	538	0	0	0	148
Future Vol, veh/h	1246	538	0	0	0	148
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	-	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1354	585	0	0	0	161

Major/Minor	Major1	Minor1
Conflicting Flow All	0	0
Stage 1	-	-
Stage 2	-	-
Critical Hdwy	-	-
Critical Hdwy Stg 1	-	-
Critical Hdwy Stg 2	-	-
Follow-up Hdwy	-	-
Pot Cap-1 Maneuver	-	-
Stage 1	-	-
Stage 2	-	-
Platoon blocked, %	-	-
Mov Cap-1 Maneuver	-	-
Mov Cap-2 Maneuver	-	-
Stage 1	-	-
Stage 2	-	-

Approach	EB	NB
HCM Control Delay, s	0	57.8
HCM LOS		F

Minor Lane/Major Mvmt	NBLn1	EBT	EBR
Capacity (veh/h)	217	-	-
HCM Lane V/C Ratio	0.741	-	-
HCM Control Delay (s)	57.8	-	-
HCM Lane LOS	F	-	-
HCM 95th %tile Q(veh)	5	-	-

HCM 2010 Signalized Intersection Summary

19: N Bridge & E Pike

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	17	83	39	65	141	6	74	124	96	127	370	20
Future Volume (veh/h)	17	83	39	65	141	6	74	124	96	127	370	20
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1900	1863	1863	1900
Adj Flow Rate, veh/h	18	90	42	71	153	7	80	135	104	138	402	22
Adj No. of Lanes	1	1	0	1	1	0	1	1	0	1	1	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	360	235	110	378	346	16	596	524	404	739	938	51
Arrive On Green	0.20	0.20	0.20	0.20	0.20	0.20	0.54	0.54	0.54	0.54	0.54	0.54
Sat Flow, veh/h	1221	1203	561	1253	1768	81	959	977	753	1136	1750	96
Grp Volume(v), veh/h	18	0	132	71	0	160	80	0	239	138	0	424
Grp Sat Flow(s),veh/h/ln	1221	0	1764	1253	0	1848	959	0	1730	1136	0	1846
Q Serve(g_s), s	0.4	0.0	2.2	1.8	0.0	2.6	1.8	0.0	2.5	2.5	0.0	4.6
Cycle Q Clear(g_c), s	3.0	0.0	2.2	3.9	0.0	2.6	6.5	0.0	2.5	5.0	0.0	4.6
Prop In Lane	1.00		0.32	1.00		0.04	1.00		0.44	1.00		0.05
Lane Grp Cap(c), veh/h	360	0	345	378	0	362	596	0	928	739	0	990
V/C Ratio(X)	0.05	0.00	0.38	0.19	0.00	0.44	0.13	0.00	0.26	0.19	0.00	0.43
Avail Cap(c_a), veh/h	776	0	946	805	0	991	596	0	928	739	0	990
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	13.2	0.0	11.7	13.4	0.0	11.9	6.6	0.0	4.2	5.5	0.0	4.7
Incr Delay (d2), s/veh	0.1	0.0	0.7	0.2	0.0	0.9	0.5	0.0	0.7	0.6	0.0	1.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	1.1	0.6	0.0	1.4	0.6	0.0	1.3	0.9	0.0	2.6
LnGrp Delay(d),s/veh	13.3	0.0	12.4	13.7	0.0	12.7	7.1	0.0	4.9	6.1	0.0	6.0
LnGrp LOS	B		B	B		B	A		A	A		A
Approach Vol, veh/h	150				231				319			
Approach Delay, s/veh	12.5				13.0				5.4			
Approach LOS	B				B				A			
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2		4		6		8					
Phs Duration (G+Y+Rc), s	22.5		11.1		22.5		11.1					
Change Period (Y+Rc), s	4.5		4.5		4.5		4.5					
Max Green Setting (Gmax), s	18.0		18.0		18.0		18.0					
Max Q Clear Time (g_c+I1), s	8.5		5.0		7.0		5.9					
Green Ext Time (p_c), s	1.2		0.6		2.5		0.8					
Intersection Summary												
HCM 2010 Ctrl Delay	7.9											
HCM 2010 LOS	A											

HCM 2010 Signalized Intersection Summary

24: E Pike & Texas Blvd

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	96	91	25	59	86	110	28	601	54	48	587	160
Future Volume (veh/h)	96	91	25	59	86	110	28	601	54	48	587	160
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1900	1863	1863	1900
Adj Flow Rate, veh/h	104	99	27	64	93	120	30	653	59	52	638	174
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	324	352	96	403	184	238	438	1808	163	483	1515	413
Arrive On Green	0.25	0.25	0.25	0.25	0.25	0.25	0.55	0.55	0.55	0.55	0.55	0.55
Sat Flow, veh/h	1164	1410	385	1260	740	955	669	3284	296	735	2751	749
Grp Volume(v), veh/h	104	0	126	64	0	213	30	352	360	52	410	402
Grp Sat Flow(s),veh/h/ln	1164	0	1795	1260	0	1694	669	1770	1810	735	1770	1731
Q Serve(g_s), s	3.8	0.0	2.6	1.9	0.0	4.9	1.2	5.0	5.0	1.9	6.1	6.1
Cycle Q Clear(g_c), s	8.6	0.0	2.6	4.5	0.0	4.9	7.4	5.0	5.0	6.9	6.1	6.1
Prop In Lane	1.00		0.21	1.00		0.56	1.00		0.16	1.00		0.43
Lane Grp Cap(c), veh/h	324	0	447	403	0	422	438	975	997	483	975	953
V/C Ratio(X)	0.32	0.00	0.28	0.16	0.00	0.50	0.07	0.36	0.36	0.11	0.42	0.42
Avail Cap(c_a), veh/h	500	0	718	592	0	678	438	975	997	483	975	953
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.2	0.0	13.6	15.5	0.0	14.5	8.1	5.7	5.7	7.6	5.9	5.9
Incr Delay (d2), s/veh	0.6	0.0	0.3	0.2	0.0	0.9	0.3	1.0	1.0	0.4	1.3	1.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.3	0.0	1.3	0.7	0.0	2.4	0.3	2.7	2.8	0.5	3.3	3.3
LnGrp Delay(d),s/veh	18.8	0.0	14.0	15.6	0.0	15.4	8.4	6.7	6.7	8.1	7.2	7.3
LnGrp LOS	B		B	B		B	A	A	A	A	A	A
Approach Vol, veh/h	230				277		742				864	
Approach Delay, s/veh	16.2				15.5		6.8				7.3	
Approach LOS	B				B		A				A	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2		4		6		8					
Phs Duration (G+Y+Rc), s	29.3		15.7		29.3		15.7					
Change Period (Y+Rc), s	4.5		4.5		4.5		4.5					
Max Green Setting (Gmax), s	18.0		18.0		18.0		18.0					
Max Q Clear Time (g_c+I1), s	9.4		10.6		8.9		6.9					
Green Ext Time (p_c), s	3.1		0.6		3.7		1.1					
Intersection Summary												
HCM 2010 Ctrl Delay			9.2									
HCM 2010 LOS			A									

HCM 2010 Signalized Intersection Summary

29: WBFR & Texas Blvd

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	240	134	214	412	628	0	0	895	364
Future Volume (veh/h)	0	0	0	240	134	214	412	628	0	0	895	364
Number				3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln				1863	1863	1863	1863	1863	0	0	1863	1863
Adj Flow Rate, veh/h				261	146	233	377	782	0	0	973	396
Adj No. of Lanes				2	1	1	1	2	0	0	3	1
Peak Hour Factor				0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %				2	2	2	2	2	0	0	2	2
Cap, veh/h				673	353	300	501	2540	0	0	2389	744
Arrive On Green				0.19	0.19	0.19	0.30	1.00	0.00	0.00	0.47	0.47
Sat Flow, veh/h				3548	1863	1583	1774	3725	0	0	5253	1583
Grp Volume(v), veh/h				261	146	233	377	782	0	0	973	396
Grp Sat Flow(s),veh/h/ln				1774	1863	1583	1774	1863	0	0	1695	1583
Q Serve(g_s), s				4.5	4.8	9.8	7.6	0.0	0.0	0.0	8.8	12.4
Cycle Q Clear(g_c), s				4.5	4.8	9.8	7.6	0.0	0.0	0.0	8.8	12.4
Prop In Lane				1.00		1.00	1.00		0.00	0.00		1.00
Lane Grp Cap(c), veh/h				673	353	300	501	2540	0	0	2389	744
V/C Ratio(X)				0.39	0.41	0.78	0.75	0.31	0.00	0.00	0.41	0.53
Avail Cap(c_a), veh/h				917	482	409	680	2540	0	0	2389	744
HCM Platoon Ratio				1.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00	1.00
Upstream Filter(I)				1.00	1.00	1.00	0.86	0.86	0.00	0.00	1.00	1.00
Uniform Delay (d), s/veh				24.8	24.9	26.9	7.6	0.0	0.0	0.0	12.2	13.1
Incr Delay (d2), s/veh				0.4	0.8	6.3	2.8	0.3	0.0	0.0	0.5	2.7
Initial Q Delay(d3),s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				2.2	2.5	4.8	3.8	0.1	0.0	0.0	4.2	6.0
LnGrp Delay(d),s/veh				25.2	25.7	33.3	10.3	0.3	0.0	0.0	12.7	15.8
LnGrp LOS				C	C	C	B	A			B	B
Approach Vol, veh/h				640			1159			1369		
Approach Delay, s/veh				28.2			3.5			13.6		
Approach LOS				C			A			B		
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2			5	6		8				
Phs Duration (G+Y+Rc), s		52.2			14.8	37.4		17.8				
Change Period (Y+Rc), s		4.5			4.5	4.5		4.5				
Max Green Setting (Gmax), s		42.9			17.4	21.0		18.1				
Max Q Clear Time (g_c+I1), s		2.0			9.6	14.4		11.8				
Green Ext Time (p_c), s		6.5			0.8	4.1		1.5				
Intersection Summary												
HCM 2010 Ctrl Delay				12.9								
HCM 2010 LOS				B								
Notes												

HCM 2010 Signalized Intersection Summary

32: Texas Blvd & EBRD

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	343	123	232	0	0	0	0	689	137	505	664	0
Future Volume (veh/h)	343	123	232	0	0	0	0	689	137	505	664	0
Number	7	4	14				5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0				0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00				1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00				1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863				0	1863	1863	1863	1863	0
Adj Flow Rate, veh/h	373	134	252				0	749	149	424	897	0
Adj No. of Lanes	2	1	1				0	3	1	1	2	0
Peak Hour Factor	0.92	0.92	0.92				0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2				0	2	2	2	2	0
Cap, veh/h	718	377	320				0	1768	550	456	2493	0
Arrive On Green	0.20	0.20	0.20				0.00	0.35	0.35	0.51	1.00	0.00
Sat Flow, veh/h	3548	1863	1583				0	5253	1583	1774	3725	0
Grp Volume(v), veh/h	373	134	252				0	749	149	424	897	0
Grp Sat Flow(s), veh/h/ln	1774	1863	1583				0	1695	1583	1774	1863	0
Q Serve(g_s), s	6.6	4.3	10.6				0.0	7.9	4.7	15.6	0.0	0.0
Cycle Q Clear(g_c), s	6.6	4.3	10.6				0.0	7.9	4.7	15.6	0.0	0.0
Prop In Lane	1.00		1.00				0.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	718	377	320				0	1768	550	456	2493	0
V/C Ratio(X)	0.52	0.36	0.79				0.00	0.42	0.27	0.93	0.36	0.00
Avail Cap(c_a), veh/h	912	479	407				0	1768	550	520	2493	0
HCM Platoon Ratio	1.00	1.00	1.00				1.00	1.00	1.00	2.00	2.00	1.00
Upstream Filter(I)	1.00	1.00	1.00				0.00	1.00	1.00	0.91	0.91	0.00
Uniform Delay (d), s/veh	24.9	24.0	26.5				0.0	17.5	16.4	16.4	0.0	0.0
Incr Delay (d2), s/veh	0.6	0.6	7.7				0.0	0.7	1.2	20.5	0.4	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0				0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.3	2.3	5.3				0.0	3.8	2.3	9.9	0.1	0.0
LnGrp Delay(d),s/veh	25.5	24.6	34.2				0.0	18.2	17.7	36.9	0.4	0.0
LnGrp LOS	C	C	C					B	B	D	A	
Approach Vol, veh/h		759						898			1321	
Approach Delay, s/veh		28.2						18.1			12.1	
Approach LOS		C						B			B	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	22.5	28.8		18.7		51.3						
Change Period (Y+Rc), s	4.5	4.5		4.5		4.5						
Max Green Setting (Gmax), s	20.5	18.0		18.0		43.0						
Max Q Clear Time (g_c+11), s	11.6	9.9		12.6		2.0						
Green Ext Time (p_c), s	0.4	3.5		1.6		7.9						
Intersection Summary												
HCM 2010 Ctrl Delay			18.0									
HCM 2010 LOS			B									
Notes												

HCM 2010 TWSC
4: Airport & Esplanada

05/12/2022

Intersection						
Int Delay, s/veh	1.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	12	46	113	672	548	13
Future Vol, veh/h	12	46	113	672	548	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	50	123	730	596	14
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1579	603	610	0	-	0
Stage 1	603	-	-	-	-	-
Stage 2	976	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	120	499	969	-	-	-
Stage 1	546	-	-	-	-	-
Stage 2	365	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	94	499	969	-	-	-
Mov Cap-2 Maneuver	94	-	-	-	-	-
Stage 1	429	-	-	-	-	-
Stage 2	365	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	22.9	1.3		0		
HCM LOS	C					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	969	-	264	-	-	
HCM Lane V/C Ratio	0.127	-	0.239	-	-	
HCM Control Delay (s)	9.3	0	22.9	-	-	
HCM Lane LOS	A	A	C	-	-	
HCM 95th %tile Q(veh)	0.4	-	0.9	-	-	

HCM 2010 Signalized Intersection Summary

7: WBFR & Airport

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	251	187	16	430	334	0	0	144	255
Future Volume (veh/h)	0	0	0	251	187	16	430	334	0	0	144	255
Number				3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln				1863	1863	1863	1863	1863	0	0	1863	1863
Adj Flow Rate, veh/h				273	203	17	467	363	0	0	157	0
Adj No. of Lanes				2	1	1	2	1	0	0	2	1
Peak Hour Factor				0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %				2	2	2	2	2	0	0	2	2
Cap, veh/h				656	344	293	1800	1141	0	0	2169	970
Arrive On Green				0.18	0.18	0.18	0.61	0.61	0.00	0.00	0.61	0.00
Sat Flow, veh/h				3548	1863	1583	2449	1863	0	0	3632	1583
Grp Volume(v), veh/h				273	203	17	467	363	0	0	157	0
Grp Sat Flow(s),veh/h/ln				1774	1863	1583	1225	1863	0	0	1770	1583
Q Serve(g_s), s				2.9	4.2	0.4	4.0	3.9	0.0	0.0	0.8	0.0
Cycle Q Clear(g_c), s				2.9	4.2	0.4	4.8	3.9	0.0	0.0	0.8	0.0
Prop In Lane				1.00		1.00	1.00		0.00	0.00		1.00
Lane Grp Cap(c), veh/h				656	344	293	1800	1141	0	0	2169	970
V/C Ratio(X)				0.42	0.59	0.06	0.26	0.32	0.00	0.00	0.07	0.00
Avail Cap(c_a), veh/h				1352	710	603	1800	1141	0	0	2169	970
HCM Platoon Ratio				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)				1.00	1.00	1.00	0.96	0.96	0.00	0.00	1.00	0.00
Uniform Delay (d), s/veh				15.1	15.7	14.1	4.3	3.9	0.0	0.0	3.3	0.0
Incr Delay (d2), s/veh				0.4	1.6	0.1	0.3	0.7	0.0	0.0	0.0	0.0
Initial Q Delay(d3),s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				1.4	2.3	0.2	1.4	2.2	0.0	0.0	0.4	0.0
LnGrp Delay(d),s/veh				15.5	17.3	14.2	4.6	4.6	0.0	0.0	3.3	0.0
LnGrp LOS				B	B	B	A	A			A	
Approach Vol, veh/h					493			830			157	
Approach Delay, s/veh					16.2			4.6			3.3	
Approach LOS					B			A			A	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2				6		8				
Phs Duration (G+Y+Rc), s		30.2				30.2		11.8				
Change Period (Y+Rc), s		* 4.5				4.5		4.0				
Max Green Setting (Gmax), s		* 16				18.0		16.0				
Max Q Clear Time (g_c+I1), s		6.8				2.8		6.2				
Green Ext Time (p_c), s		3.0				0.7		1.6				
Intersection Summary												
HCM 2010 Ctrl Delay				8.3								
HCM 2010 LOS				A								
Notes												

HCM 2010 Signalized Intersection Summary

10: Airport & EBFR

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	278	193	253	0	0	0	0	485	113	33	366	0
Future Volume (veh/h)	278	193	253	0	0	0	0	485	113	33	366	0
Number	7	4	14				5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0				0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00				1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00				1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863				0	1863	1863	1863	1863	0
Adj Flow Rate, veh/h	302	210	275				0	527	0	36	398	0
Adj No. of Lanes	2	1	1				0	2	1	1	2	0
Peak Hour Factor	0.92	0.92	0.92				0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2				0	2	2	2	2	0
Cap, veh/h	839	440	374				0	1681	752	69	2224	0
Arrive On Green	0.24	0.24	0.24				0.00	0.47	0.00	0.04	0.60	0.00
Sat Flow, veh/h	3548	1863	1583				0	3632	1583	1774	3725	0
Grp Volume(v), veh/h	302	210	275				0	527	0	36	398	0
Grp Sat Flow(s),veh/h/ln	1774	1863	1583				0	1770	1583	1774	1863	0
Q Serve(g_s), s	3.8	5.2	8.7				0.0	5.0	0.0	1.1	2.6	0.0
Cycle Q Clear(g_c), s	3.8	5.2	8.7				0.0	5.0	0.0	1.1	2.6	0.0
Prop In Lane	1.00		1.00				0.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	839	440	374				0	1681	752	69	2224	0
V/C Ratio(X)	0.36	0.48	0.73				0.00	0.31	0.00	0.53	0.18	0.00
Avail Cap(c_a), veh/h	1183	621	528				0	1681	752	164	2224	0
HCM Platoon Ratio	1.00	1.00	1.00				1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00				0.00	1.00	0.00	0.98	0.98	0.00
Uniform Delay (d), s/veh	17.2	17.7	19.1				0.0	8.7	0.0	25.5	4.9	0.0
Incr Delay (d2), s/veh	0.3	0.8	3.2				0.0	0.5	0.0	6.0	0.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0				0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.9	2.8	4.1				0.0	2.5	0.0	0.6	1.4	0.0
LnGrp Delay(d),s/veh	17.5	18.5	22.3				0.0	9.2	0.0	31.5	5.1	0.0
LnGrp LOS	B	B	C					A		C	A	
Approach Vol, veh/h		787						527			434	
Approach Delay, s/veh		19.4						9.2			7.3	
Approach LOS		B						A			A	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	6.6	30.1		17.3		36.7						
Change Period (Y+Rc), s	4.5	4.5		4.5		4.5						
Max Green Setting (Gmax), s	5.0	18.0		18.0		18.0						
Max Q Clear Time (g_c+I13), s	5.0	7.0		10.7		4.6						
Green Ext Time (p_c), s	0.0	2.6		2.1		2.1						
Intersection Summary												
HCM 2010 Ctrl Delay			13.3									
HCM 2010 LOS			B									
Notes												

Intersection

Int Delay, s/veh 1.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑↑					↑
Traffic Vol, veh/h	1263	255	0	0	0	90
Future Vol, veh/h	1263	255	0	0	0	90
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	-	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1373	277	0	0	0	98

Major/Minor	Major1	Minor1
Conflicting Flow All	0	0
Stage 1	-	-
Stage 2	-	-
Critical Hdwy	-	-
Critical Hdwy Stg 1	-	-
Critical Hdwy Stg 2	-	-
Follow-up Hdwy	-	-
Pot Cap-1 Maneuver	-	-
Stage 1	-	-
Stage 2	-	-
Platoon blocked, %	-	-
Mov Cap-1 Maneuver	-	-
Mov Cap-2 Maneuver	-	-
Stage 1	-	-
Stage 2	-	-

Approach	EB	NB
HCM Control Delay, s	0	25.6
HCM LOS		D

Minor Lane/Major Mvmt	NBLn1	EBT	EBR
Capacity (veh/h)	271	-	-
HCM Lane V/C Ratio	0.361	-	-
HCM Control Delay (s)	25.6	-	-
HCM Lane LOS	D	-	-
HCM 95th %tile Q(veh)	1.6	-	-

HCM 2010 Signalized Intersection Summary

19: N Bridge & E Pike

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	14	141	61	52	180	0	118	107	83	81	223	16
Future Volume (veh/h)	14	141	61	52	180	0	118	107	83	81	223	16
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1900	1863	1863	1900
Adj Flow Rate, veh/h	15	153	66	57	196	0	128	116	90	88	242	17
Adj No. of Lanes	1	1	0	1	1	0	1	1	0	1	1	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	374	289	125	350	436	0	685	497	386	725	879	62
Arrive On Green	0.23	0.23	0.23	0.23	0.23	0.00	0.51	0.51	0.51	0.51	0.51	0.51
Sat Flow, veh/h	1182	1236	533	1157	1863	0	1116	974	756	1171	1721	121
Grp Volume(v), veh/h	15	0	219	57	196	0	128	0	206	88	0	259
Grp Sat Flow(s),veh/h/ln	1182	0	1769	1157	1863	0	1116	0	1729	1171	0	1841
Q Serve(g_s), s	0.4	0.0	3.8	1.6	3.2	0.0	2.6	0.0	2.3	1.6	0.0	2.8
Cycle Q Clear(g_c), s	3.6	0.0	3.8	5.4	3.2	0.0	5.4	0.0	2.3	3.9	0.0	2.8
Prop In Lane	1.00		0.30	1.00		0.00	1.00		0.44	1.00		0.07
Lane Grp Cap(c), veh/h	374	0	414	350	436	0	685	0	883	725	0	940
V/C Ratio(X)	0.04	0.00	0.53	0.16	0.45	0.00	0.19	0.00	0.23	0.12	0.00	0.28
Avail Cap(c_a), veh/h	701	0	903	670	951	0	685	0	883	725	0	940
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	13.1	0.0	11.8	14.2	11.6	0.0	6.5	0.0	4.8	5.9	0.0	4.9
Incr Delay (d2), s/veh	0.0	0.0	1.1	0.2	0.7	0.0	0.6	0.0	0.6	0.3	0.0	0.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	1.9	0.5	1.7	0.0	0.9	0.0	1.2	0.6	0.0	1.6
LnGrp Delay(d),s/veh	13.1	0.0	12.9	14.4	12.3	0.0	7.1	0.0	5.4	6.2	0.0	5.6
LnGrp LOS	B		B	B	B		A		A	A		A
Approach Vol, veh/h	234				253				334			
Approach Delay, s/veh	12.9				12.8				6.0			
Approach LOS	B				B				A			
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2		4		6		8					
Phs Duration (G+Y+Rc), s	22.5		12.7		22.5		12.7					
Change Period (Y+Rc), s	4.5		4.5		4.5		4.5					
Max Green Setting (Gmax), s	18.0		18.0		18.0		18.0					
Max Q Clear Time (g_c+I1), s	7.4		5.8		5.9		7.4					
Green Ext Time (p_c), s	1.3		1.0		1.4		0.9					
Intersection Summary												
HCM 2010 Ctrl Delay	8.8											
HCM 2010 LOS	A											

HCM 2010 Signalized Intersection Summary

24: E Pike & Texas Blvd

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	137	155	47	75	143	127	70	785	42	59	560	238
Future Volume (veh/h)	137	155	47	75	143	127	70	785	42	59	560	238
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1900	1863	1863	1900
Adj Flow Rate, veh/h	149	168	51	82	155	138	76	853	46	64	609	259
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	365	450	137	431	298	265	347	1613	87	343	1144	486
Arrive On Green	0.33	0.33	0.33	0.33	0.33	0.33	0.47	0.47	0.47	0.47	0.47	0.47
Sat Flow, veh/h	1082	1373	417	1157	910	810	635	3416	184	617	2422	1029
Grp Volume(v), veh/h	149	0	219	82	0	293	76	442	457	64	445	423
Grp Sat Flow(s),veh/h/ln	1082	0	1789	1157	0	1720	635	1770	1830	617	1770	1681
Q Serve(g_s), s	5.8	0.0	4.2	2.6	0.0	6.2	4.3	7.9	7.9	3.7	8.0	8.0
Cycle Q Clear(g_c), s	12.0	0.0	4.2	6.8	0.0	6.2	12.3	7.9	7.9	11.6	8.0	8.0
Prop In Lane	1.00		0.23	1.00		0.47	1.00		0.10	1.00		0.61
Lane Grp Cap(c), veh/h	365	0	586	431	0	563	347	836	865	343	836	794
V/C Ratio(X)	0.41	0.00	0.37	0.19	0.00	0.52	0.22	0.53	0.53	0.19	0.53	0.53
Avail Cap(c_a), veh/h	443	0	716	514	0	688	347	836	865	343	836	794
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	17.1	0.0	11.6	14.2	0.0	12.3	12.7	8.3	8.3	12.4	8.4	8.4
Incr Delay (d2), s/veh	0.7	0.0	0.4	0.2	0.0	0.7	1.4	2.4	2.3	1.2	2.4	2.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	0.0	2.1	0.9	0.0	3.0	0.9	4.4	4.5	0.7	4.4	4.2
LnGrp Delay(d),s/veh	17.9	0.0	12.0	14.4	0.0	13.0	14.2	10.7	10.7	13.6	10.8	10.9
LnGrp LOS	B		B	B		B	B	B	B	B	B	B
Approach Vol, veh/h	368				375		975				932	
Approach Delay, s/veh	14.4				13.3		11.0				11.0	
Approach LOS	B				B		B				B	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2		4		6		8					
Phs Duration (G+Y+Rc), s	25.8		19.2		25.8		19.2					
Change Period (Y+Rc), s	4.5		4.5		4.5		4.5					
Max Green Setting (Gmax), s	18.0		18.0		18.0		18.0					
Max Q Clear Time (g_c+I1), s	14.3		14.0		13.6		8.8					
Green Ext Time (p_c), s	2.1		0.7		2.4		1.4					
Intersection Summary												
HCM 2010 Ctrl Delay			11.8									
HCM 2010 LOS			B									

HCM 2010 Signalized Intersection Summary

29: WBFR & Texas Blvd

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	346	319	246	534	1203	0	0	720	332
Future Volume (veh/h)	0	0	0	346	319	246	534	1203	0	0	720	332
Number				3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln				1863	1863	1863	1863	1863	0	0	1863	1863
Adj Flow Rate, veh/h				404	308	267	580	1308	0	0	783	361
Adj No. of Lanes				2	1	1	1	2	0	0	3	1
Peak Hour Factor				0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %				2	2	2	2	2	0	0	2	2
Cap, veh/h				769	404	343	668	2439	0	0	1673	521
Arrive On Green				0.22	0.22	0.22	0.52	1.00	0.00	0.00	0.33	0.33
Sat Flow, veh/h				3548	1863	1583	1774	3725	0	0	5253	1583
Grp Volume(v), veh/h				404	308	267	580	1308	0	0	783	361
Grp Sat Flow(s),veh/h/ln				1774	1863	1583	1774	1863	0	0	1695	1583
Q Serve(g_s), s				7.0	10.9	11.1	16.3	0.0	0.0	0.0	8.5	13.9
Cycle Q Clear(g_c), s				7.0	10.9	11.1	16.3	0.0	0.0	0.0	8.5	13.9
Prop In Lane				1.00		1.00	1.00		0.00	0.00		1.00
Lane Grp Cap(c), veh/h				769	404	343	668	2439	0	0	1673	521
V/C Ratio(X)				0.53	0.76	0.78	0.87	0.54	0.00	0.00	0.47	0.69
Avail Cap(c_a), veh/h				917	482	409	668	2439	0	0	1673	521
HCM Platoon Ratio				1.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00	1.00
Upstream Filter(I)				1.00	1.00	1.00	0.56	0.56	0.00	0.00	1.00	1.00
Uniform Delay (d), s/veh				24.2	25.7	25.8	6.9	0.0	0.0	0.0	18.6	20.4
Incr Delay (d2), s/veh				0.6	5.9	7.7	7.1	0.5	0.0	0.0	0.9	7.4
Initial Q Delay(d3),s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				3.5	6.2	5.6	8.6	0.2	0.0	0.0	4.1	7.1
LnGrp Delay(d),s/veh				24.8	31.6	33.6	14.0	0.5	0.0	0.0	19.6	27.8
LnGrp LOS				C	C	C	B	A			B	C
Approach Vol, veh/h				979			1888			1144		
Approach Delay, s/veh				29.3			4.6			22.2		
Approach LOS				C			A			C		
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2			5	6		8				
Phs Duration (G+Y+Rc), s		50.3			22.8	27.5		19.7				
Change Period (Y+Rc), s		4.5			4.5	4.5		4.5				
Max Green Setting (Gmax), s		42.9			18.3	20.1		18.1				
Max Q Clear Time (g_c+I1), s		2.0			18.3	15.9		13.1				
Green Ext Time (p_c), s		13.6			0.0	2.5		2.1				
Intersection Summary												
HCM 2010 Ctrl Delay				15.7								
HCM 2010 LOS				B								
Notes												

HCM 2010 Signalized Intersection Summary

32: Texas Blvd & EBRD

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	620	218	261	0	0	0	0	1034	175	371	706	0
Future Volume (veh/h)	620	218	261	0	0	0	0	1034	175	371	706	0
Number	7	4	14				5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0				0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00				1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00				1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863				0	1863	1863	1863	1863	0
Adj Flow Rate, veh/h	674	237	284				0	1124	190	390	785	0
Adj No. of Lanes	2	1	1				0	3	1	1	2	0
Peak Hour Factor	0.92	0.92	0.92				0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2				0	2	2	2	2	0
Cap, veh/h	838	440	374				0	1692	527	423	2366	0
Arrive On Green	0.24	0.24	0.24				0.00	0.33	0.33	0.48	1.00	0.00
Sat Flow, veh/h	3548	1863	1583				0	5253	1583	1774	3725	0
Grp Volume(v), veh/h	674	237	284				0	1124	190	390	785	0
Grp Sat Flow(s),veh/h/ln	1774	1863	1583				0	1695	1583	1774	1863	0
Q Serve(g_s), s	12.5	7.8	11.7				0.0	13.3	6.4	14.4	0.0	0.0
Cycle Q Clear(g_c), s	12.5	7.8	11.7				0.0	13.3	6.4	14.4	0.0	0.0
Prop In Lane	1.00		1.00				0.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	838	440	374				0	1692	527	423	2366	0
V/C Ratio(X)	0.80	0.54	0.76				0.00	0.66	0.36	0.92	0.33	0.00
Avail Cap(c_a), veh/h	938	492	418				0	1692	527	469	2366	0
HCM Platoon Ratio	1.00	1.00	1.00				1.00	1.00	1.00	2.00	2.00	1.00
Upstream Filter(I)	1.00	1.00	1.00				0.00	1.00	1.00	0.87	0.87	0.00
Uniform Delay (d), s/veh	25.2	23.4	24.9				0.0	20.0	17.7	17.7	0.0	0.0
Incr Delay (d2), s/veh	4.7	1.0	7.1				0.0	2.1	1.9	20.5	0.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0				0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.6	4.1	5.8				0.0	6.5	3.1	9.3	0.1	0.0
LnGrp Delay(d),s/veh	29.9	24.4	31.9				0.0	22.1	19.6	38.2	0.3	0.0
LnGrp LOS	C	C	C					C	B	D	A	
Approach Vol, veh/h		1195						1314			1175	
Approach Delay, s/veh		29.3						21.7			12.9	
Approach LOS		C						C			B	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	11.2	27.8		21.0		49.0						
Change Period (Y+Rc), s	4.5	4.5		4.5		4.5						
Max Green Setting (Gmax), s	18.5	19.5		18.5		42.5						
Max Q Clear Time (g_c+110), s	10.4	15.3		14.5		2.0						
Green Ext Time (p_c), s	0.3	2.9		2.0		6.6						
Intersection Summary												
HCM 2010 Ctrl Delay			21.4									
HCM 2010 LOS			C									
Notes												

HCM 2010 TWSC
4: Airport & Esplanada

05/12/2022

Intersection						
Int Delay, s/veh	4.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	34	79	118	586	669	36
Future Vol, veh/h	34	79	118	586	669	36
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	37	86	128	637	727	39
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1640	747	766	0	-	0
Stage 1	747	-	-	-	-	-
Stage 2	893	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	110	413	847	-	-	-
Stage 1	468	-	-	-	-	-
Stage 2	400	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	84	413	847	-	-	-
Mov Cap-2 Maneuver	84	-	-	-	-	-
Stage 1	358	-	-	-	-	-
Stage 2	400	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	53.2	1.7		0		
HCM LOS	F					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	847	-	190	-	-	
HCM Lane V/C Ratio	0.151	-	0.646	-	-	
HCM Control Delay (s)	10	0	53.2	-	-	
HCM Lane LOS	B	A	F	-	-	
HCM 95th %tile Q(veh)	0.5	-	3.8	-	-	

HCM 2010 Signalized Intersection Summary

7: WBFR & Airport

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	333	76	24	344	577	0	0	206	169
Future Volume (veh/h)	0	0	0	333	76	24	344	577	0	0	206	169
Number				3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln				1863	1863	1863	1863	1863	0	0	1863	1863
Adj Flow Rate, veh/h				362	83	26	334	683	0	0	224	0
Adj No. of Lanes				2	1	1	1	2	0	0	2	1
Peak Hour Factor				0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %				2	2	2	2	2	0	0	2	2
Cap, veh/h				616	323	275	861	2325	0	0	2208	988
Arrive On Green				0.17	0.17	0.17	0.62	0.62	0.00	0.00	0.62	0.00
Sat Flow, veh/h				3548	1863	1583	1152	3725	0	0	3632	1583
Grp Volume(v), veh/h				362	83	26	334	683	0	0	224	0
Grp Sat Flow(s),veh/h/ln				1774	1863	1583	1152	1863	0	0	1770	1583
Q Serve(g_s), s				3.9	1.6	0.6	6.9	3.5	0.0	0.0	1.1	0.0
Cycle Q Clear(g_c), s				3.9	1.6	0.6	7.9	3.5	0.0	0.0	1.1	0.0
Prop In Lane				1.00		1.00	1.00		0.00	0.00		1.00
Lane Grp Cap(c), veh/h				616	323	275	861	2325	0	0	2208	988
V/C Ratio(X)				0.59	0.26	0.09	0.39	0.29	0.00	0.00	0.10	0.00
Avail Cap(c_a), veh/h				1352	710	603	861	2325	0	0	2208	988
HCM Platoon Ratio				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)				1.00	1.00	1.00	0.94	0.94	0.00	0.00	1.00	0.00
Uniform Delay (d), s/veh				16.0	15.0	14.6	4.8	3.6	0.0	0.0	3.2	0.0
Incr Delay (d2), s/veh				0.9	0.4	0.1	1.2	0.3	0.0	0.0	0.0	0.0
Initial Q Delay(d3),s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				2.0	0.9	0.3	2.4	1.9	0.0	0.0	0.5	0.0
LnGrp Delay(d),s/veh				16.9	15.4	14.7	6.0	3.9	0.0	0.0	3.2	0.0
LnGrp LOS				B	B	B	A	A			A	
Approach Vol, veh/h					471			1017			224	
Approach Delay, s/veh					16.5			4.6			3.2	
Approach LOS					B			A			A	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2				6		8				
Phs Duration (G+Y+Rc), s		30.7				30.7		11.3				
Change Period (Y+Rc), s		* 4.5				4.5		4.0				
Max Green Setting (Gmax), s		* 16				18.0		16.0				
Max Q Clear Time (g_c+I1), s		9.9				3.1		5.9				
Green Ext Time (p_c), s		3.0				1.1		1.4				
Intersection Summary												
HCM 2010 Ctrl Delay				7.7								
HCM 2010 LOS				A								
Notes												

HCM 2010 Signalized Intersection Summary

10: Airport & EBFR

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	462	175	300	0	0	0	0	426	130	12	537	0
Future Volume (veh/h)	462	175	300	0	0	0	0	426	130	12	537	0
Number	7	4	14				5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0				0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00				1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00				1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863				0	1863	1863	1863	1863	0
Adj Flow Rate, veh/h	502	190	326				0	463	0	13	584	0
Adj No. of Lanes	2	1	1				0	2	1	1	2	0
Peak Hour Factor	0.92	0.92	0.92				0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2				0	2	2	2	2	0
Cap, veh/h	953	500	425				0	1646	736	29	2104	0
Arrive On Green	0.27	0.27	0.27				0.00	0.46	0.00	0.02	0.56	0.00
Sat Flow, veh/h	3548	1863	1583				0	3632	1583	1774	3725	0
Grp Volume(v), veh/h	502	190	326				0	463	0	13	584	0
Grp Sat Flow(s),veh/h/ln	1774	1863	1583				0	1770	1583	1774	1863	0
Q Serve(g_s), s	6.5	4.5	10.2				0.0	4.3	0.0	0.4	4.4	0.0
Cycle Q Clear(g_c), s	6.5	4.5	10.2				0.0	4.3	0.0	0.4	4.4	0.0
Prop In Lane	1.00		1.00				0.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	953	500	425				0	1646	736	29	2104	0
V/C Ratio(X)	0.53	0.38	0.77				0.00	0.28	0.00	0.45	0.28	0.00
Avail Cap(c_a), veh/h	1183	621	528				0	1646	736	164	2104	0
HCM Platoon Ratio	1.00	1.00	1.00				1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00				0.00	1.00	0.00	0.98	0.98	0.00
Uniform Delay (d), s/veh	16.8	16.1	18.2				0.0	8.9	0.0	26.3	6.1	0.0
Incr Delay (d2), s/veh	0.5	0.5	5.3				0.0	0.4	0.0	10.1	0.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0				0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.2	2.3	5.1				0.0	2.2	0.0	0.3	2.3	0.0
LnGrp Delay(d),s/veh	17.3	16.6	23.5				0.0	9.3	0.0	36.4	6.4	0.0
LnGrp LOS	B	B	C					A		D	A	
Approach Vol, veh/h	1018						463			597		
Approach Delay, s/veh	19.1						9.3			7.0		
Approach LOS	B						A			A		
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	5.4	29.6		19.0		35.0						
Change Period (Y+Rc), s	4.5	4.5		4.5		4.5						
Max Green Setting (Gmax), s	5.0	18.0		18.0		18.0						
Max Q Clear Time (g_c+I12), s	12.4	6.3		12.2		6.4						
Green Ext Time (p_c), s	0.0	2.3		2.3		3.0						
Intersection Summary												
HCM 2010 Ctrl Delay	13.5											
HCM 2010 LOS	B											
Notes												

Intersection						
Int Delay, s/veh	19.8					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑↑					↑
Traffic Vol, veh/h	1437	538	0	0	0	214
Future Vol, veh/h	1437	538	0	0	0	214
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	-	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1562	585	0	0	0	233

Major/Minor	Major1		Minor1	
Conflicting Flow All	0	0	-	1074
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Critical Hdwy	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	-	-	-	3.92
Pot Cap-1 Maneuver	-	-	0	~ 185
Stage 1	-	-	0	-
Stage 2	-	-	0	-
Platoon blocked, %	-	-		
Mov Cap-1 Maneuver	-	-	-	~ 185
Mov Cap-2 Maneuver	-	-	-	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-

Approach	EB	NB
HCM Control Delay, s	0	202.2
HCM LOS		F

Minor Lane/Major Mvmt	NBLn1	EBT	EBR
Capacity (veh/h)	185	-	-
HCM Lane V/C Ratio	1.257	-	-
HCM Control Delay (s)	202.2	-	-
HCM Lane LOS	F	-	-
HCM 95th %tile Q(veh)	12.8	-	-

Notes			
~: Volume exceeds capacity	\$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

HCM 2010 Signalized Intersection Summary

19: N Bridge & E Pike

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	65	83	39	65	141	70	74	140	96	179	383	151
Future Volume (veh/h)	65	83	39	65	141	70	74	140	96	179	383	151
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1900	1863	1863	1900
Adj Flow Rate, veh/h	71	90	42	71	153	76	80	152	104	195	416	164
Adj No. of Lanes	1	1	0	1	1	0	1	1	0	1	1	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	351	292	136	430	286	142	421	521	356	671	642	253
Arrive On Green	0.24	0.24	0.24	0.24	0.24	0.24	0.50	0.50	0.50	0.50	0.50	0.50
Sat Flow, veh/h	1147	1203	561	1253	1176	584	831	1032	706	1119	1273	502
Grp Volume(v), veh/h	71	0	132	71	0	229	80	0	256	195	0	580
Grp Sat Flow(s),veh/h/ln	1147	0	1764	1253	0	1760	831	0	1738	1119	0	1774
Q Serve(g_s), s	2.0	0.0	2.2	1.8	0.0	4.0	2.8	0.0	3.1	4.4	0.0	8.6
Cycle Q Clear(g_c), s	6.1	0.0	2.2	3.9	0.0	4.0	11.4	0.0	3.1	7.4	0.0	8.6
Prop In Lane	1.00		0.32	1.00		0.33	1.00		0.41	1.00		0.28
Lane Grp Cap(c), veh/h	351	0	429	430	0	428	421	0	877	671	0	895
V/C Ratio(X)	0.20	0.00	0.31	0.17	0.00	0.54	0.19	0.00	0.29	0.29	0.00	0.65
Avail Cap(c_a), veh/h	651	0	890	757	0	888	421	0	877	671	0	895
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	14.4	0.0	11.0	12.7	0.0	11.7	10.7	0.0	5.1	7.3	0.0	6.5
Incr Delay (d2), s/veh	0.3	0.0	0.4	0.2	0.0	1.0	1.0	0.0	0.8	1.1	0.0	3.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	0.0	1.1	0.6	0.0	2.0	0.7	0.0	1.6	1.5	0.0	4.9
LnGrp Delay(d),s/veh	14.7	0.0	11.4	12.8	0.0	12.8	11.7	0.0	6.0	8.4	0.0	10.1
LnGrp LOS	B		B	B		B	B		A	A		B
Approach Vol, veh/h	203				300				336			
Approach Delay, s/veh	12.6				12.8				7.3			
Approach LOS	B				B				A			
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2		4		6		8					
Phs Duration (G+Y+Rc), s	22.5		13.2		22.5		13.2					
Change Period (Y+Rc), s	4.5		4.5		4.5		4.5					
Max Green Setting (Gmax), s	18.0		18.0		18.0		18.0					
Max Q Clear Time (g_c+I1), s	13.4		8.1		10.6		6.0					
Green Ext Time (p_c), s	0.8		0.6		2.8		1.2					
Intersection Summary												
HCM 2010 Ctrl Delay	10.1											
HCM 2010 LOS	B											

HCM 2010 Signalized Intersection Summary

24: E Pike & Texas Blvd

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	96	107	25	85	99	202	28	601	86	48	587	160
Future Volume (veh/h)	96	107	25	85	99	202	28	601	86	48	587	160
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1900	1863	1863	1900
Adj Flow Rate, veh/h	104	116	27	92	108	220	30	653	93	52	638	174
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	315	462	108	479	173	353	380	1506	214	407	1332	363
Arrive On Green	0.32	0.32	0.32	0.32	0.32	0.32	0.48	0.48	0.48	0.48	0.48	0.48
Sat Flow, veh/h	1048	1462	340	1240	548	1117	669	3112	443	712	2751	749
Grp Volume(v), veh/h	104	0	143	92	0	328	30	371	375	52	410	402
Grp Sat Flow(s),veh/h/ln	1048	0	1803	1240	0	1666	669	1770	1785	712	1770	1731
Q Serve(g_s), s	4.2	0.0	2.7	2.7	0.0	7.5	1.4	6.2	6.2	2.3	7.0	7.0
Cycle Q Clear(g_c), s	11.8	0.0	2.7	5.3	0.0	7.5	8.4	6.2	6.2	8.5	7.0	7.0
Prop In Lane	1.00		0.19	1.00		0.67	1.00		0.25	1.00		0.43
Lane Grp Cap(c), veh/h	315	0	570	479	0	526	380	857	864	407	857	838
V/C Ratio(X)	0.33	0.00	0.25	0.19	0.00	0.62	0.08	0.43	0.43	0.13	0.48	0.48
Avail Cap(c_a), veh/h	403	0	721	583	0	666	380	857	864	407	857	838
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.1	0.0	11.4	13.4	0.0	13.1	10.6	7.6	7.6	10.4	7.8	7.8
Incr Delay (d2), s/veh	0.6	0.0	0.2	0.2	0.0	1.2	0.4	1.6	1.6	0.6	1.9	2.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.3	0.0	1.3	0.9	0.0	3.6	0.3	3.4	3.4	0.5	3.9	3.8
LnGrp Delay(d),s/veh	18.7	0.0	11.7	13.6	0.0	14.3	11.0	9.2	9.2	11.0	9.7	9.8
LnGrp LOS	B		B	B		B	B	A	A	B	A	A
Approach Vol, veh/h	247		420				776				864	
Approach Delay, s/veh	14.6		14.2				9.2				9.8	
Approach LOS	B		B				A				A	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2		4				6		8			
Phs Duration (G+Y+Rc), s	26.3		18.7				26.3		18.7			
Change Period (Y+Rc), s	4.5		4.5				4.5		4.5			
Max Green Setting (Gmax), s	18.0		18.0				18.0		18.0			
Max Q Clear Time (g_c+I1), s	10.4		13.8				10.5		9.5			
Green Ext Time (p_c), s	2.9		0.4				3.3		1.6			
Intersection Summary												
HCM 2010 Ctrl Delay			10.9									
HCM 2010 LOS			B									

HCM 2010 Signalized Intersection Summary

29: WBFR & Texas Blvd

05/12/2022

	            											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	240	134	214	478	654	0	0	927	364
Future Volume (veh/h)	0	0	0	240	134	214	478	654	0	0	927	364
Number				3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln				1863	1863	1863	1863	1863	0	0	1863	1863
Adj Flow Rate, veh/h				261	146	233	410	865	0	0	1008	396
Adj No. of Lanes				2	1	1	1	2	0	0	3	1
Peak Hour Factor				0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %				2	2	2	2	2	0	0	2	2
Cap, veh/h				673	353	300	512	2540	0	0	2318	722
Arrive On Green				0.19	0.19	0.19	0.32	1.00	0.00	0.00	0.46	0.46
Sat Flow, veh/h				3548	1863	1583	1774	3725	0	0	5253	1583
Grp Volume(v), veh/h				261	146	233	410	865	0	0	1008	396
Grp Sat Flow(s),veh/h/ln				1774	1863	1583	1774	1863	0	0	1695	1583
Q Serve(g_s), s				4.5	4.8	9.8	8.6	0.0	0.0	0.0	9.4	12.7
Cycle Q Clear(g_c), s				4.5	4.8	9.8	8.6	0.0	0.0	0.0	9.4	12.7
Prop In Lane				1.00		1.00	1.00		0.00	0.00		1.00
Lane Grp Cap(c), veh/h				673	353	300	512	2540	0	0	2318	722
V/C Ratio(X)				0.39	0.41	0.78	0.80	0.34	0.00	0.00	0.43	0.55
Avail Cap(c_a), veh/h				917	482	409	644	2540	0	0	2318	722
HCM Platoon Ratio				1.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00	1.00
Upstream Filter(I)				1.00	1.00	1.00	0.81	0.81	0.00	0.00	1.00	1.00
Uniform Delay (d), s/veh				24.8	24.9	26.9	8.0	0.0	0.0	0.0	12.9	13.8
Incr Delay (d2), s/veh				0.4	0.8	6.3	4.7	0.3	0.0	0.0	0.6	3.0
Initial Q Delay(d3),s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				2.2	2.5	4.8	4.5	0.1	0.0	0.0	4.5	6.1
LnGrp Delay(d),s/veh				25.2	25.7	33.3	12.7	0.3	0.0	0.0	13.5	16.8
LnGrp LOS				C	C	C	B	A			B	B
Approach Vol, veh/h				640			1275			1404		
Approach Delay, s/veh				28.2			4.3			14.5		
Approach LOS				C			A			B		
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2			5	6		8				
Phs Duration (G+Y+Rc), s		52.2			15.8	36.4		17.8				
Change Period (Y+Rc), s		4.5			4.5	4.5		4.5				
Max Green Setting (Gmax), s		42.9			16.5	21.9		18.1				
Max Q Clear Time (g_c+I1), s		2.0			10.6	14.7		11.8				
Green Ext Time (p_c), s		7.5			0.7	4.5		1.5				
Intersection Summary												
HCM 2010 Ctrl Delay				13.2								
HCM 2010 LOS				B								
Notes												

HCM 2010 Signalized Intersection Summary

32: Texas Blvd & EBRD

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	343	123	232	0	0	0	0	781	137	537	664	0
Future Volume (veh/h)	343	123	232	0	0	0	0	781	137	537	664	0
Number	7	4	14				5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0				0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00				1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00				1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863				0	1863	1863	1863	1863	0
Adj Flow Rate, veh/h	373	134	252				0	849	149	435	930	0
Adj No. of Lanes	2	1	1				0	3	1	1	2	0
Peak Hour Factor	0.92	0.92	0.92				0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2				0	2	2	2	2	0
Cap, veh/h	718	377	320				0	1746	543	464	2493	0
Arrive On Green	0.20	0.20	0.20				0.00	0.34	0.34	0.52	1.00	0.00
Sat Flow, veh/h	3548	1863	1583				0	5253	1583	1774	3725	0
Grp Volume(v), veh/h	373	134	252				0	849	149	435	930	0
Grp Sat Flow(s),veh/h/ln	1774	1863	1583				0	1695	1583	1774	1863	0
Q Serve(g_s), s	6.6	4.3	10.6				0.0	9.2	4.8	16.1	0.0	0.0
Cycle Q Clear(g_c), s	6.6	4.3	10.6				0.0	9.2	4.8	16.1	0.0	0.0
Prop In Lane	1.00		1.00				0.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	718	377	320				0	1746	543	464	2493	0
V/C Ratio(X)	0.52	0.36	0.79				0.00	0.49	0.27	0.94	0.37	0.00
Avail Cap(c_a), veh/h	912	479	407				0	1746	543	494	2493	0
HCM Platoon Ratio	1.00	1.00	1.00				1.00	1.00	1.00	2.00	2.00	1.00
Upstream Filter(I)	1.00	1.00	1.00				0.00	1.00	1.00	0.90	0.90	0.00
Uniform Delay (d), s/veh	24.9	24.0	26.5				0.0	18.1	16.7	16.2	0.0	0.0
Incr Delay (d2), s/veh	0.6	0.6	7.7				0.0	1.0	1.2	23.3	0.4	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0				0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.3	2.3	5.3				0.0	4.5	2.3	10.5	0.1	0.0
LnGrp Delay(d),s/veh	25.5	24.6	34.2				0.0	19.1	17.9	39.4	0.4	0.0
LnGrp LOS	C	C	C					B	B	D	A	
Approach Vol, veh/h		759						998			1365	
Approach Delay, s/veh		28.2						18.9			12.8	
Approach LOS		C						B			B	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	22.8	28.5		18.7		51.3						
Change Period (Y+Rc), s	4.5	4.5		4.5		4.5						
Max Green Setting (Gmax), s	49.5	19.0		18.0		43.0						
Max Q Clear Time (g_c+11g), s	11.2	11.2		12.6		2.0						
Green Ext Time (p_c), s	0.2	3.8		1.6		8.3						
Intersection Summary												
HCM 2010 Ctrl Delay			18.5									
HCM 2010 LOS			B									
Notes												

Intersection						
Int Delay, s/veh	8.9					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	46	79	153	672	548	54
Future Vol, veh/h	46	79	153	672	548	54
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	50	86	166	730	596	59
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	1688	626	655	0	-	0
Stage 1	626	-	-	-	-	-
Stage 2	1062	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	103	484	932	-	-	-
Stage 1	533	-	-	-	-	-
Stage 2	332	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	72	484	932	-	-	-
Mov Cap-2 Maneuver	72	-	-	-	-	-
Stage 1	373	-	-	-	-	-
Stage 2	332	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	98.5	1.8		0		
HCM LOS	F					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	932	-	156	-	-	
HCM Lane V/C Ratio	0.178	-	0.871	-	-	
HCM Control Delay (s)	9.7	0	98.5	-	-	
HCM Lane LOS	A	A	F	-	-	
HCM 95th %tile Q(veh)	0.6	-	6	-	-	

HCM 2010 Signalized Intersection Summary

7: WBFR & Airport

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	251	187	16	430	368	0	0	185	255
Future Volume (veh/h)	0	0	0	251	187	16	430	368	0	0	185	255
Number				3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln				1863	1863	1863	1863	1863	0	0	1863	1863
Adj Flow Rate, veh/h				273	203	17	483	378	0	0	201	0
Adj No. of Lanes				2	1	1	2	1	0	0	2	1
Peak Hour Factor				0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %				2	2	2	2	2	0	0	2	2
Cap, veh/h				656	344	293	1730	1141	0	0	2169	970
Arrive On Green				0.18	0.18	0.18	0.61	0.61	0.00	0.00	0.61	0.00
Sat Flow, veh/h				3548	1863	1583	2353	1863	0	0	3632	1583
Grp Volume(v), veh/h				273	203	17	483	378	0	0	201	0
Grp Sat Flow(s),veh/h/ln				1774	1863	1583	1177	1863	0	0	1770	1583
Q Serve(g_s), s				2.9	4.2	0.4	4.5	4.1	0.0	0.0	1.0	0.0
Cycle Q Clear(g_c), s				2.9	4.2	0.4	5.4	4.1	0.0	0.0	1.0	0.0
Prop In Lane				1.00		1.00	1.00		0.00	0.00		1.00
Lane Grp Cap(c), veh/h				656	344	293	1730	1141	0	0	2169	970
V/C Ratio(X)				0.42	0.59	0.06	0.28	0.33	0.00	0.00	0.09	0.00
Avail Cap(c_a), veh/h				1352	710	603	1730	1141	0	0	2169	970
HCM Platoon Ratio				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)				1.00	1.00	1.00	0.95	0.95	0.00	0.00	1.00	0.00
Uniform Delay (d), s/veh				15.1	15.7	14.1	4.5	4.0	0.0	0.0	3.3	0.0
Incr Delay (d2), s/veh				0.4	1.6	0.1	0.4	0.7	0.0	0.0	0.0	0.0
Initial Q Delay(d3),s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				1.4	2.3	0.2	1.5	2.3	0.0	0.0	0.5	0.0
LnGrp Delay(d),s/veh				15.5	17.3	14.2	4.8	4.7	0.0	0.0	3.4	0.0
LnGrp LOS				B	B	B	A	A			A	
Approach Vol, veh/h					493			861			201	
Approach Delay, s/veh					16.2			4.8			3.4	
Approach LOS					B			A			A	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2				6		8				
Phs Duration (G+Y+Rc), s		30.2				30.2		11.8				
Change Period (Y+Rc), s		* 4.5				4.5		4.0				
Max Green Setting (Gmax), s		* 16				18.0		16.0				
Max Q Clear Time (g_c+I1), s		7.4				3.0		6.2				
Green Ext Time (p_c), s		3.1				1.0		1.6				
Intersection Summary												
HCM 2010 Ctrl Delay				8.2								
HCM 2010 LOS				A								
Notes												

HCM 2010 Signalized Intersection Summary

10: Airport & EBFR

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	278	193	253	0	0	0	0	519	113	33	407	0
Future Volume (veh/h)	278	193	253	0	0	0	0	519	113	33	407	0
Number	7	4	14				5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0				0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00				1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00				1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863				0	1863	1863	1863	1863	0
Adj Flow Rate, veh/h	302	210	275				0	564	0	36	442	0
Adj No. of Lanes	2	1	1				0	2	1	1	2	0
Peak Hour Factor	0.92	0.92	0.92				0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2				0	2	2	2	2	0
Cap, veh/h	839	440	374				0	1681	752	69	2224	0
Arrive On Green	0.24	0.24	0.24				0.00	0.47	0.00	0.04	0.60	0.00
Sat Flow, veh/h	3548	1863	1583				0	3632	1583	1774	3725	0
Grp Volume(v), veh/h	302	210	275				0	564	0	36	442	0
Grp Sat Flow(s),veh/h/ln	1774	1863	1583				0	1770	1583	1774	1863	0
Q Serve(g_s), s	3.8	5.2	8.7				0.0	5.4	0.0	1.1	2.9	0.0
Cycle Q Clear(g_c), s	3.8	5.2	8.7				0.0	5.4	0.0	1.1	2.9	0.0
Prop In Lane	1.00		1.00				0.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	839	440	374				0	1681	752	69	2224	0
V/C Ratio(X)	0.36	0.48	0.73				0.00	0.34	0.00	0.53	0.20	0.00
Avail Cap(c_a), veh/h	1183	621	528				0	1681	752	164	2224	0
HCM Platoon Ratio	1.00	1.00	1.00				1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00				0.00	1.00	0.00	0.98	0.98	0.00
Uniform Delay (d), s/veh	17.2	17.7	19.1				0.0	8.9	0.0	25.5	5.0	0.0
Incr Delay (d2), s/veh	0.3	0.8	3.2				0.0	0.5	0.0	6.0	0.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0				0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.9	2.8	4.1				0.0	2.7	0.0	0.6	1.5	0.0
LnGrp Delay(d),s/veh	17.5	18.5	22.3				0.0	9.4	0.0	31.5	5.2	0.0
LnGrp LOS	B	B	C					A		C	A	
Approach Vol, veh/h		787						564			478	
Approach Delay, s/veh		19.4						9.4			7.2	
Approach LOS		B						A			A	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	6.6	30.1		17.3		36.7						
Change Period (Y+Rc), s	4.5	4.5		4.5		4.5						
Max Green Setting (Gmax), s	5.0	18.0		18.0		18.0						
Max Q Clear Time (g_c+I13), s	5.0	7.4		10.7		4.9						
Green Ext Time (p_c), s	0.0	2.8		2.1		2.4						
Intersection Summary												
HCM 2010 Ctrl Delay			13.1									
HCM 2010 LOS			B									
Notes												

Intersection

Int Delay, s/veh 6.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑↑					↑
Traffic Vol, veh/h	1505	255	0	0	0	175
Future Vol, veh/h	1505	255	0	0	0	175
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	0	-	-	-	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1636	277	0	0	0	190

Major/Minor	Major1	Minor1
Conflicting Flow All	0	0
Stage 1	-	-
Stage 2	-	-
Critical Hdwy	-	-
Critical Hdwy Stg 1	-	-
Critical Hdwy Stg 2	-	-
Follow-up Hdwy	-	-
Pot Cap-1 Maneuver	-	-
Stage 1	-	-
Stage 2	-	-
Platoon blocked, %	-	-
Mov Cap-1 Maneuver	-	-
Mov Cap-2 Maneuver	-	-
Stage 1	-	-
Stage 2	-	-

Approach	EB	NB
HCM Control Delay, s	0	74.4
HCM LOS		F

Minor Lane/Major Mvmt	NBLn1	EBT	EBR
Capacity (veh/h)	222	-	-
HCM Lane V/C Ratio	0.857	-	-
HCM Control Delay (s)	74.4	-	-
HCM Lane LOS	F	-	-
HCM 95th %tile Q(veh)	6.7	-	-

HCM 2010 Signalized Intersection Summary

19: N Bridge & E Pike

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	75	141	61	52	180	81	118	127	83	148	240	185
Future Volume (veh/h)	75	141	61	52	180	81	118	127	83	148	240	185
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1900	1863	1863	1900
Adj Flow Rate, veh/h	82	153	66	57	196	88	128	138	90	161	261	201
Adj No. of Lanes	1	1	0	1	1	0	1	1	0	1	1	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	352	352	152	404	347	156	456	502	328	647	466	359
Arrive On Green	0.29	0.29	0.29	0.29	0.29	0.29	0.48	0.48	0.48	0.48	0.48	0.48
Sat Flow, veh/h	1091	1236	533	1157	1219	547	926	1054	687	1148	977	753
Grp Volume(v), veh/h	82	0	219	57	0	284	128	0	228	161	0	462
Grp Sat Flow(s),veh/h/ln	1091	0	1769	1157	0	1766	926	0	1741	1148	0	1730
Q Serve(g_s), s	2.6	0.0	3.8	1.6	0.0	5.2	4.3	0.0	3.0	3.7	0.0	7.2
Cycle Q Clear(g_c), s	7.8	0.0	3.8	5.4	0.0	5.2	11.5	0.0	3.0	6.7	0.0	7.2
Prop In Lane	1.00		0.30	1.00		0.31	1.00		0.39	1.00		0.44
Lane Grp Cap(c), veh/h	352	0	504	404	0	503	456	0	830	647	0	825
V/C Ratio(X)	0.23	0.00	0.43	0.14	0.00	0.56	0.28	0.00	0.27	0.25	0.00	0.56
Avail Cap(c_a), veh/h	561	0	843	625	0	842	456	0	830	647	0	825
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	14.8	0.0	11.0	13.2	0.0	11.5	11.2	0.0	6.0	8.0	0.0	7.1
Incr Delay (d2), s/veh	0.3	0.0	0.6	0.2	0.0	1.0	1.5	0.0	0.8	0.9	0.0	2.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	0.0	1.9	0.5	0.0	2.7	1.3	0.0	1.6	1.3	0.0	4.0
LnGrp Delay(d),s/veh	15.2	0.0	11.6	13.4	0.0	12.5	12.7	0.0	6.8	8.9	0.0	9.8
LnGrp LOS	B		B	B		B	B		A	A		A
Approach Vol, veh/h	301				341				356			
Approach Delay, s/veh	12.6				12.6				8.9			
Approach LOS	B				B				A			
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2		4		6		8					
Phs Duration (G+Y+Rc), s	22.5		15.3		22.5		15.3					
Change Period (Y+Rc), s	4.5		4.5		4.5		4.5					
Max Green Setting (Gmax), s	18.0		18.0		18.0		18.0					
Max Q Clear Time (g_c+I1), s	13.5		9.8		9.2		7.4					
Green Ext Time (p_c), s	0.8		1.0		2.5		1.4					
Intersection Summary												
HCM 2010 Ctrl Delay	10.6											
HCM 2010 LOS	B											

HCM 2010 Signalized Intersection Summary

24: E Pike & Texas Blvd

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	137	175	47	109	160	240	70	785	70	59	560	238
Future Volume (veh/h)	137	175	47	109	160	240	70	785	70	59	560	238
Number	7	4	14	3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1900	1863	1863	1900	1863	1863	1900	1863	1863	1900
Adj Flow Rate, veh/h	149	190	51	118	174	261	76	853	76	64	609	259
Adj No. of Lanes	1	1	0	1	1	0	1	2	0	1	2	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	341	566	152	508	270	404	286	1315	117	274	969	412
Arrive On Green	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
Sat Flow, veh/h	950	1416	380	1134	674	1011	635	3288	293	600	2422	1029
Grp Volume(v), veh/h	149	0	241	118	0	435	76	459	470	64	445	423
Grp Sat Flow(s),veh/h/ln	950	0	1796	1134	0	1684	635	1770	1811	600	1770	1681
Q Serve(g_s), s	6.8	0.0	4.2	3.6	0.0	9.4	4.9	9.5	9.5	4.4	9.1	9.1
Cycle Q Clear(g_c), s	16.2	0.0	4.2	7.8	0.0	9.4	14.0	9.5	9.5	13.8	9.1	9.1
Prop In Lane	1.00		0.21	1.00		0.60	1.00		0.16	1.00		0.61
Lane Grp Cap(c), veh/h	341	0	718	508	0	674	286	708	724	274	708	672
V/C Ratio(X)	0.44	0.00	0.34	0.23	0.00	0.65	0.27	0.65	0.65	0.23	0.63	0.63
Avail Cap(c_a), veh/h	341	0	718	508	0	674	286	708	724	274	708	672
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	17.5	0.0	9.4	12.1	0.0	10.9	16.4	10.9	10.9	16.5	10.8	10.8
Incr Delay (d2), s/veh	0.9	0.0	0.3	0.2	0.0	2.1	2.3	4.6	4.5	2.0	4.2	4.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.9	0.0	2.1	1.1	0.0	4.7	1.0	5.5	5.6	0.9	5.2	4.9
LnGrp Delay(d),s/veh	18.3	0.0	9.6	12.3	0.0	13.1	18.7	15.5	15.4	18.5	15.0	15.2
LnGrp LOS	B		A	B		B	B	B	B	B	B	B
Approach Vol, veh/h	390				553		1005				932	
Approach Delay, s/veh	13.0				12.9		15.7				15.4	
Approach LOS	B				B		B				B	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	2		4		6		8					
Phs Duration (G+Y+Rc), s	22.5		22.5		22.5		22.5					
Change Period (Y+Rc), s	4.5		4.5		4.5		4.5					
Max Green Setting (Gmax), s	18.0		18.0		18.0		18.0					
Max Q Clear Time (g_c+I1), s	16.0		18.2		15.8		11.4					
Green Ext Time (p_c), s	1.2		0.0		1.3		1.9					
Intersection Summary												
HCM 2010 Ctrl Delay			14.7									
HCM 2010 LOS			B									

HCM 2010 Signalized Intersection Summary

29: WBFR & Texas Blvd

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	346	319	246	619	1237	0	0	760	332
Future Volume (veh/h)	0	0	0	346	319	246	619	1237	0	0	760	332
Number				3	8	18	5	2	12	1	6	16
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln				1863	1863	1863	1863	1863	0	0	1863	1863
Adj Flow Rate, veh/h				404	308	267	673	1345	0	0	826	361
Adj No. of Lanes				2	1	1	1	2	0	0	3	1
Peak Hour Factor				0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %				2	2	2	2	2	0	0	2	2
Cap, veh/h				769	404	343	629	2439	0	0	1803	561
Arrive On Green				0.22	0.22	0.22	0.47	1.00	0.00	0.00	0.35	0.35
Sat Flow, veh/h				3548	1863	1583	1774	3725	0	0	5253	1583
Grp Volume(v), veh/h				404	308	267	673	1345	0	0	826	361
Grp Sat Flow(s),veh/h/ln				1774	1863	1583	1774	1863	0	0	1695	1583
Q Serve(g_s), s				7.0	10.9	11.1	16.5	0.0	0.0	0.0	8.8	13.3
Cycle Q Clear(g_c), s				7.0	10.9	11.1	16.5	0.0	0.0	0.0	8.8	13.3
Prop In Lane				1.00		1.00	1.00		0.00	0.00		1.00
Lane Grp Cap(c), veh/h				769	404	343	629	2439	0	0	1803	561
V/C Ratio(X)				0.53	0.76	0.78	1.07	0.55	0.00	0.00	0.46	0.64
Avail Cap(c_a), veh/h				917	482	409	629	2439	0	0	1803	561
HCM Platoon Ratio				1.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00	1.00
Upstream Filter(I)				1.00	1.00	1.00	0.41	0.41	0.00	0.00	1.00	1.00
Uniform Delay (d), s/veh				24.2	25.7	25.8	10.3	0.0	0.0	0.0	17.4	18.9
Incr Delay (d2), s/veh				0.6	5.9	7.7	44.2	0.4	0.0	0.0	0.8	5.6
Initial Q Delay(d3),s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				3.5	6.2	5.6	16.3	0.1	0.0	0.0	4.2	6.7
LnGrp Delay(d),s/veh				24.8	31.6	33.6	54.6	0.4	0.0	0.0	18.2	24.5
LnGrp LOS				C	C	C	F	A			B	C
Approach Vol, veh/h				979			2018			1187		
Approach Delay, s/veh				29.3			18.4			20.1		
Approach LOS				C			B			C		
Timer	1	2	3	4	5	6	7	8				
Assigned Phs		2			5	6		8				
Phs Duration (G+Y+Rc), s		50.3			21.0	29.3		19.7				
Change Period (Y+Rc), s		4.5			4.5	4.5		4.5				
Max Green Setting (Gmax), s		42.9			16.5	21.9		18.1				
Max Q Clear Time (g_c+I1), s		2.0			18.5	15.3		13.1				
Green Ext Time (p_c), s		14.2			0.0	3.6		2.1				
Intersection Summary												
HCM 2010 Ctrl Delay				21.5								
HCM 2010 LOS				C								
Notes												

HCM 2010 Signalized Intersection Summary

32: Texas Blvd & EBRD

05/12/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	620	216	261	0	0	0	0	1152	175	411	706	0
Future Volume (veh/h)	620	216	261	0	0	0	0	1152	175	411	706	0
Number	7	4	14				5	2	12	1	6	16
Initial Q (Qb), veh	0	0	0				0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00				1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00				1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1863	1863	1863				0	1863	1863	1863	1863	0
Adj Flow Rate, veh/h	674	235	284				0	1252	190	405	826	0
Adj No. of Lanes	2	1	1				0	3	1	1	2	0
Peak Hour Factor	0.92	0.92	0.92				0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2				0	2	2	2	2	0
Cap, veh/h	829	435	370				0	1662	518	438	2376	0
Arrive On Green	0.23	0.23	0.23				0.00	0.33	0.33	0.49	1.00	0.00
Sat Flow, veh/h	3548	1863	1583				0	5253	1583	1774	3725	0
Grp Volume(v), veh/h	674	235	284				0	1252	190	405	826	0
Grp Sat Flow(s), veh/h/ln	1774	1863	1583				0	1695	1583	1774	1863	0
Q Serve(g_s), s	12.6	7.7	11.7				0.0	15.4	6.4	14.9	0.0	0.0
Cycle Q Clear(g_c), s	12.6	7.7	11.7				0.0	15.4	6.4	14.9	0.0	0.0
Prop In Lane	1.00		1.00				0.00		1.00	1.00		0.00
Lane Grp Cap(c), veh/h	829	435	370				0	1662	518	438	2376	0
V/C Ratio(X)	0.81	0.54	0.77				0.00	0.75	0.37	0.93	0.35	0.00
Avail Cap(c_a), veh/h	912	479	407				0	1662	518	494	2376	0
HCM Platoon Ratio	1.00	1.00	1.00				1.00	1.00	1.00	2.00	2.00	1.00
Upstream Filter(I)	1.00	1.00	1.00				0.00	1.00	1.00	0.85	0.85	0.00
Uniform Delay (d), s/veh	25.4	23.5	25.1				0.0	21.0	18.0	17.1	0.0	0.0
Incr Delay (d2), s/veh	5.3	1.0	7.9				0.0	3.2	2.0	19.6	0.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0				0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.8	4.1	5.9				0.0	7.7	3.1	9.3	0.1	0.0
LnGrp Delay(d),s/veh	30.6	24.6	32.9				0.0	24.2	20.0	36.7	0.3	0.0
LnGrp LOS	C	C	C					C	C	D	A	
Approach Vol, veh/h		1193						1442			1231	
Approach Delay, s/veh		30.0						23.7			12.3	
Approach LOS		C						C			B	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	11.8	27.4		20.8		49.2						
Change Period (Y+Rc), s	4.5	4.5		4.5		4.5						
Max Green Setting (Gmax), s	19.0	19.0		18.0		43.0						
Max Q Clear Time (g_c+110), s	17.4	17.4		14.6		2.0						
Green Ext Time (p_c), s	0.4	1.3		1.8		7.0						
Intersection Summary												
HCM 2010 Ctrl Delay			22.0									
HCM 2010 LOS			C									
Notes												



May 31, 2022

To: Alberto J. Aldana, P.E. | City Engineer

CC: Rebekah M. de la Fuente | Director – Planning & Code Enforcement

KCI Technologies | Eric Martinez, E.I.T.; Oscar A. Garza, P.E.

Melden & Hunt | Mario Reyna, P.E.

From: Joe Nix, P.E. | Senior Traffic Engineer, KCI Technologies

Subject: North Bridge TIA - Comments Response

This memo is in response to comments received by the City and shall serve as supporting supplemental documentation of the North Bridge TIA.

City of Weslaco Comments:

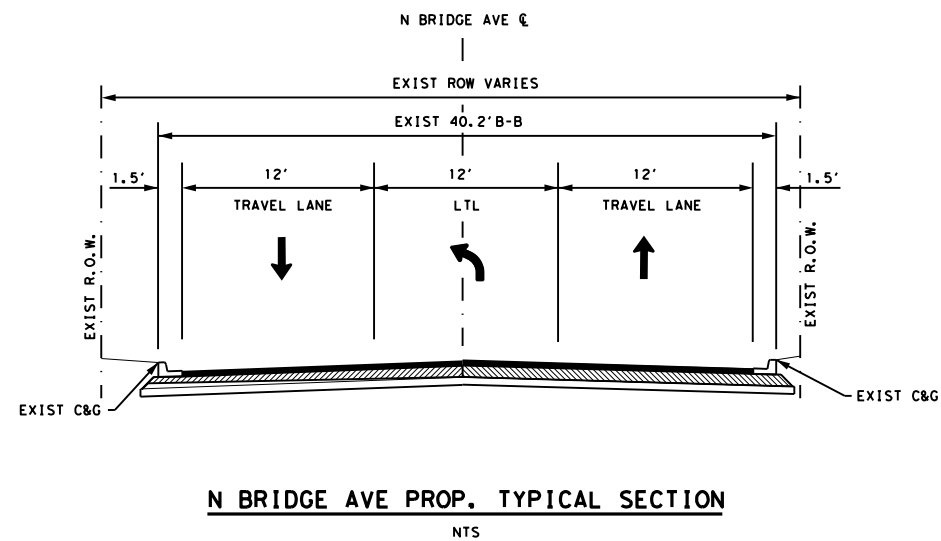
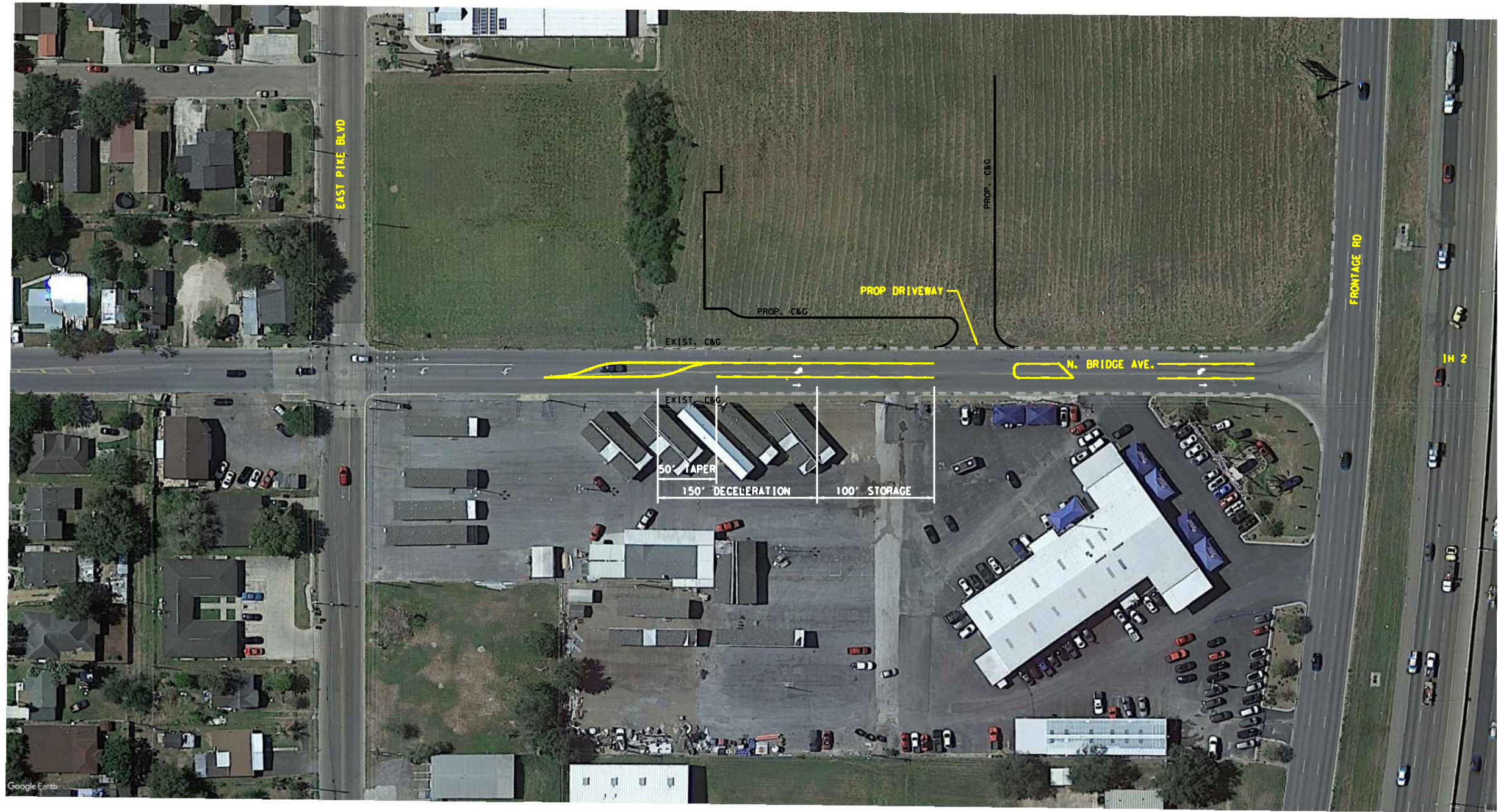
1. Provide basis/analysis for the recommended deceleration lane on US 83 EBFR.
2. Provide clarification of location of the recommended left turn lane on NB Bridge Ave
3. Provide analysis narrative of the Esplanada approach to Airport Dr and the recommended channelization of the eastbound approach
4. Provide an exhibit illustrating the recommended improvements deceleration lane and NB Bridge St left turn lane and indicate the recommended geometry, etc
5. Provide signal timings for optimized 70 second cycles for Bridge St at Pike Blvd

KCI Technologies Response:

1.
 - a. **REF:** TxDOT Access Management Manual Table 2-3
 - b. **Basis:** Deceleration lane recommended where right turn volume > 60 vph
 - c. **Revised recommendation in regard to the right turn lane at US 83 EBFR:**
After further investigation, the inclusion of a right turn deceleration lane is not feasible largely due to the presence of critical privately held and State owned and maintained infrastructure (telecommunication, electric, and gas and major storm sewer trunkline, respectively) which makes the subject segment of EBFR a developed corridor not requiring mitigation. Further, because similar sized and larger adjacent developments lack right turn lane deceleration lanes, the inclusion of one for the North Bridge Subdivision would adversely impact corridor consistency and likely driver expectancy.
2. Left turn lane should terminate at proposed driveway at North Bridge Ave. See attached exhibit for clarification.
3. Esplanada is recommended to be channelized for three 12-foot wide lanes (no widening required) from Airport Drive, west a minimum of 150 feet to create one westbound lane and two eastbound lanes (the right lane being marked for right turns only).

4. See attached exhibit.
5. See Synchro files that include optimized signal timings (attached to correspondence).

DATE: \$DATE\$
FILE: \$FILE\$



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PREPARED BY, OR UNDER THE SUPERVISION OF:
OSCAR ARTURO GARZA, P.E. 122125 \$DATE\$
NAME P.E. # DATE

ENGINEERS
PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS
KCI
TECHNOLOGIES
2610 North Shary Road
Mission, TX 78574
Phone: 956-271-6688
www.kci.com
TBPE Registration No. F-10573

LEFT TURN AT
NORTH BRIDGE AVE
EXHIBIT

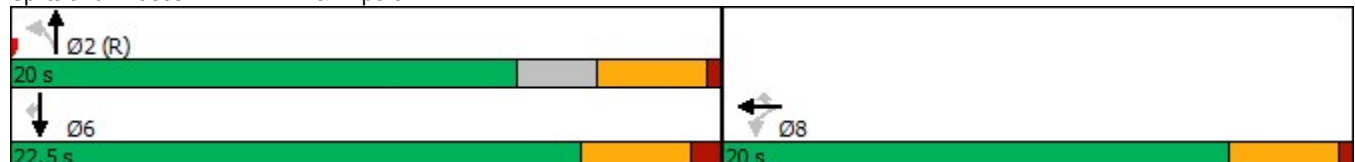
SCALE: HORZ: 1" = 100'

Timings 7: WBFR & Airport

06/01/2022

							
Lane Group	WBL	WBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	251	187	16	430	334	144	255
Future Volume (vph)	251	187	16	430	334	144	255
Turn Type	Perm	NA	Perm	Perm	NA	NA	Perm
Protected Phases		8			2	6	
Permitted Phases	8		8	2			6
Detector Phase	8	8	8	2	2	6	6
Switch Phase							
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	5.0	5.0
Minimum Split (s)	20.0	20.0	20.0	20.0	20.0	22.5	22.5
Total Split (s)	20.0	20.0	20.0	20.0	20.0	22.5	22.5
Total Split (%)	47.1%	47.1%	47.1%	47.1%	47.1%	52.9%	52.9%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	0.5	0.5	0.5	0.5	0.5	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.5	4.5
Lead/Lag							
Lead-Lag Optimize?							
Recall Mode	Max	Max	Max	Max	Max	Max	Max
Act Effct Green (s)	16.0	16.0	16.0	18.5	18.5	18.0	18.0
Actuated g/C Ratio	0.38	0.38	0.38	0.44	0.44	0.42	0.42
v/c Ratio	0.26	0.26	0.03	0.52	0.50	0.10	0.33
Control Delay	10.6	9.8	1.9	13.7	10.5	7.7	2.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	10.6	9.8	1.9	13.7	10.5	7.7	2.7
LOS	B	A	A	B	B	A	A
Approach Delay		9.8			11.5	4.5	
Approach LOS		A			B	A	
Intersection Summary							
Cycle Length: 42.5							
Actuated Cycle Length: 42.5							
Offset: 8 (19%), Referenced to phase 2:NBTL, Start of Green							
Natural Cycle: 45							
Control Type: Pretimed							
Maximum v/c Ratio: 0.52							
Intersection Signal Delay: 9.3				Intersection LOS: A			
Intersection Capacity Utilization 31.2%				ICU Level of Service A			
Analysis Period (min) 15							

Splits and Phases: 7: WBFR & Airport

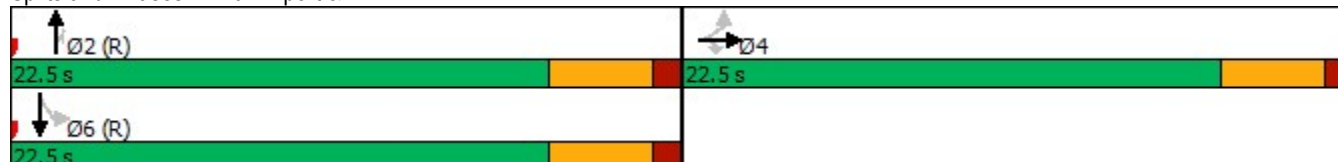


Timings 10: Airport & EBFR

06/01/2022

							
Lane Group	EBL	EBT	EBR	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	278	193	253	485	113	33	366
Future Volume (vph)	278	193	253	485	113	33	366
Turn Type	Perm	NA	Perm	NA	Perm	Perm	NA
Protected Phases		4		2			6
Permitted Phases	4		4		2	6	
Detector Phase	4	4	4	2	2	6	6
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag							
Lead-Lag Optimize?							
Recall Mode	Max	Max	Max	Max	Max	Max	Max
Act Effct Green (s)	18.0	18.0	18.0	18.0	18.0	18.0	18.0
Actuated g/C Ratio	0.40	0.40	0.40	0.40	0.40	0.40	0.40
v/c Ratio	0.26	0.26	0.34	0.37	0.17	0.11	0.31
Control Delay	10.4	9.7	3.0	10.5	3.1	9.7	10.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	10.4	9.7	3.0	10.5	3.1	9.7	10.1
LOS	B	A	A	B	A	A	B
Approach Delay		7.5		9.1			10.1
Approach LOS		A		A			B
Intersection Summary							
Cycle Length: 45							
Actuated Cycle Length: 45							
Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBTL, Start of Green							
Natural Cycle: 45							
Control Type: Pretimed							
Maximum v/c Ratio: 0.37							
Intersection Signal Delay: 8.6				Intersection LOS: A			
Intersection Capacity Utilization 31.2%				ICU Level of Service A			
Analysis Period (min) 15							

Splits and Phases: 10: Airport & EBFR

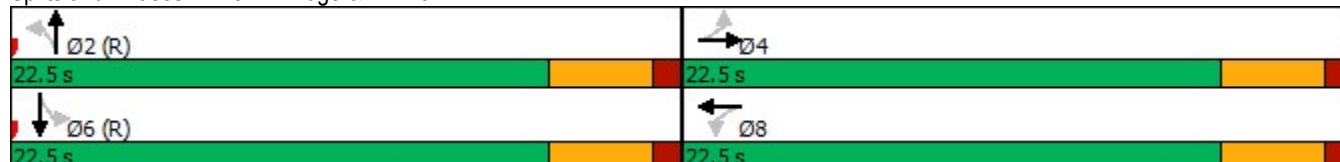


Timings 19: N Bridge & E Pike

06/01/2022

								
Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	14	141	52	180	118	107	81	223
Future Volume (vph)	14	141	52	180	118	107	81	223
Turn Type	Perm	NA	Perm	NA	Perm	NA	Perm	NA
Protected Phases		4		8		2		6
Permitted Phases	4		8		2		6	
Detector Phase	4	4	8	8	2	2	6	6
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Max	Max	Max	Max	Max	Max	Max	Max
Act Effct Green (s)	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0
Actuated g/C Ratio	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
v/c Ratio	0.03	0.29	0.12	0.26	0.29	0.27	0.19	0.35
Control Delay	8.6	8.0	9.5	10.3	11.4	6.6	10.1	10.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	8.6	8.0	9.5	10.3	11.4	6.6	10.1	10.8
LOS	A	A	A	B	B	A	B	B
Approach Delay		8.1		10.1		8.4		10.6
Approach LOS		A		B		A		B
Intersection Summary								
Cycle Length: 45								
Actuated Cycle Length: 45								
Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green								
Natural Cycle: 45								
Control Type: Pretimed								
Maximum v/c Ratio: 0.35								
Intersection Signal Delay: 9.4				Intersection LOS: A				
Intersection Capacity Utilization 49.5%				ICU Level of Service A				
Analysis Period (min) 15								

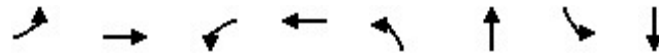
Splits and Phases: 19: N Bridge & E Pike



Timings

24: E Pike & Texas Blvd

06/01/2022



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	137	155	75	143	70	785	59	560
Future Volume (vph)	137	155	75	143	70	785	59	560
Turn Type	Perm	NA	Perm	NA	Perm	NA	Perm	NA
Protected Phases		4		8		2		6
Permitted Phases	4		8		2		6	
Detector Phase	4	4	8	8	2	2	6	6
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	Max	Max	Max	Max	Max	Max	Max	Max
Act Effect Green (s)	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0
Actuated g/C Ratio	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40
v/c Ratio	0.36	0.29	0.18	0.40	0.42	0.64	0.38	0.60
Control Delay	12.6	8.8	10.0	9.5	18.6	13.2	17.6	10.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	12.6	8.8	10.0	9.5	18.6	13.2	17.6	10.4
LOS	B	A	B	A	B	B	B	B
Approach Delay		10.3		9.6		13.6		10.9
Approach LOS		B		A		B		B

Intersection Summary

Cycle Length: 45

Actuated Cycle Length: 45

Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 45

Control Type: Pretimed

Maximum v/c Ratio: 0.64

Intersection Signal Delay: 11.6

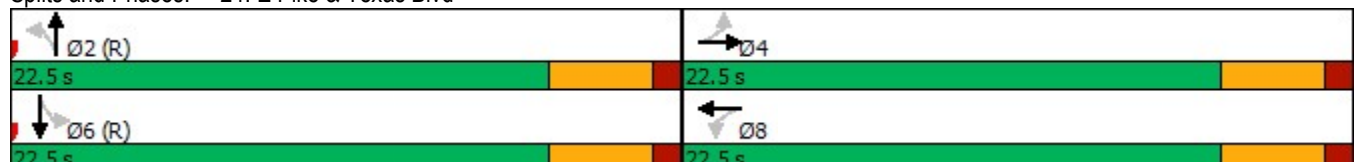
Intersection LOS: B

Intersection Capacity Utilization 65.1%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 24: E Pike & Texas Blvd



Timings

29: WBFR & Texas Blvd

06/01/2022



Lane Group	WBL	WBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations	↰	↰↰	↰	↰	↰↰	↰↰↰	↰
Traffic Volume (vph)	346	319	246	534	1203	720	332
Future Volume (vph)	346	319	246	534	1203	720	332
Turn Type	Perm	NA	Perm	Perm	NA	NA	Perm
Protected Phases		8			2	6	
Permitted Phases	8		8	2			6
Detector Phase	8	8	8	2	2	6	6
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag							
Lead-Lag Optimize?							
Recall Mode	Max	Max	Max	Max	Max	Max	Max
Act Effect Green (s)	18.0	18.0	18.0	18.0	18.0	18.0	18.0
Actuated g/C Ratio	0.40	0.40	0.40	0.40	0.40	0.40	0.40
v/c Ratio	0.37	0.36	0.41	1.29	1.74	0.38	0.43
Control Delay	11.6	10.5	10.6	176.0	356.9	10.3	3.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	11.6	10.5	10.6	176.0	356.9	10.3	3.3
LOS	B	B	B	F	F	B	A
Approach Delay		10.8			329.1	8.1	
Approach LOS		B			F	A	

Intersection Summary

Cycle Length: 45

Actuated Cycle Length: 45

Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBT, Start of Green

Natural Cycle: 100

Control Type: Pretimed

Maximum v/c Ratio: 1.74

Intersection Signal Delay: 159.4

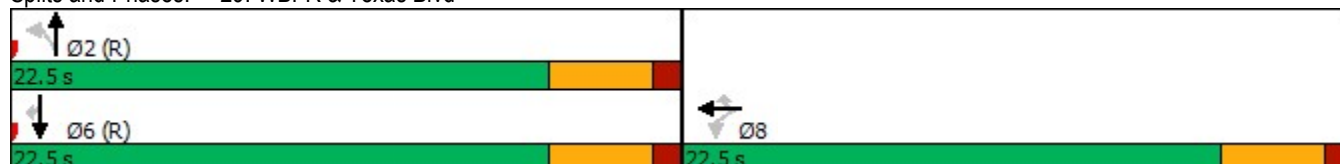
Intersection LOS: F

Intersection Capacity Utilization 77.3%

ICU Level of Service D

Analysis Period (min) 15

Splits and Phases: 29: WBFR & Texas Blvd



Timings

32: Texas Blvd & EBRD

06/01/2022



Lane Group	EBL	EBT	EBR	NBT	NBR	SBL	SBT
Lane Configurations	↰	↰↰	↰	↰↰↰	↰	↰	↰↰
Traffic Volume (vph)	620	218	261	1034	175	371	706
Future Volume (vph)	620	218	261	1034	175	371	706
Turn Type	Perm	NA	Perm	NA	Perm	Perm	NA
Protected Phases		4		2			6
Permitted Phases	4		4		2	6	
Detector Phase	4	4	4	2	2	6	6
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag							
Lead-Lag Optimize?							
Recall Mode	Max	Max	Max	Max	Max	Max	Max
Act Effect Green (s)	18.0	18.0	18.0	18.0	18.0	18.0	18.0
Actuated g/C Ratio	0.40	0.40	0.40	0.40	0.40	0.40	0.40
v/c Ratio	0.52	0.44	0.42	0.55	0.25	1.34	1.29dl
Control Delay	13.9	11.1	8.9	11.7	2.9	210.2	145.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	13.9	11.1	8.9	11.7	2.9	210.2	145.2
LOS	B	B	A	B	A	F	F
Approach Delay		11.4		10.4			156.4
Approach LOS		B		B			F

Intersection Summary

Cycle Length: 45

Actuated Cycle Length: 45

Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBTL, Start of Green

Natural Cycle: 70

Control Type: Pretimed

Maximum v/c Ratio: 1.34

Intersection Signal Delay: 57.1

Intersection LOS: E

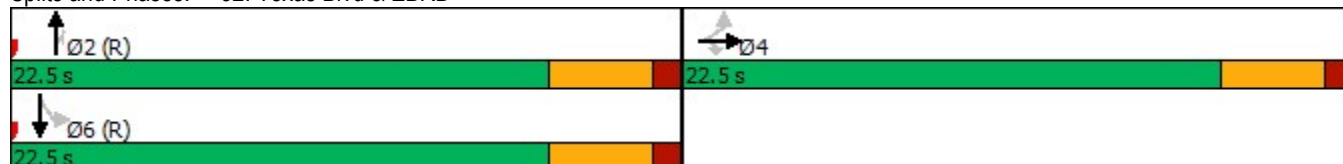
Intersection Capacity Utilization 77.3%

ICU Level of Service D

Analysis Period (min) 15

dl Defacto Left Lane. Recode with 1 though lane as a left lane.

Splits and Phases: 32: Texas Blvd & EBRD

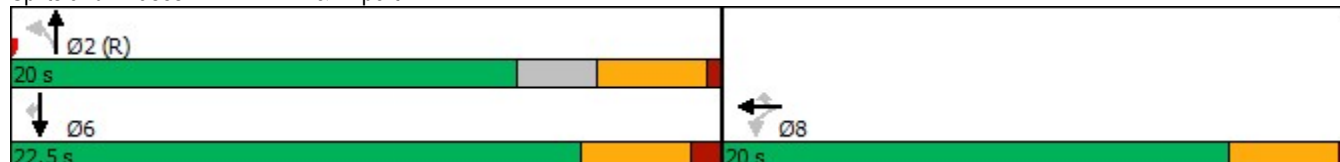


Timings 7: WBFR & Airport

06/01/2022

							
Lane Group	WBL	WBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	333	76	24	344	577	206	169
Future Volume (vph)	333	76	24	344	577	206	169
Turn Type	Perm	NA	Perm	Perm	NA	NA	Perm
Protected Phases		8			2	6	
Permitted Phases	8		8	2			6
Detector Phase	8	8	8	2	2	6	6
Switch Phase							
Minimum Initial (s)	4.0	4.0	4.0	4.0	4.0	5.0	5.0
Minimum Split (s)	20.0	20.0	20.0	20.0	20.0	22.5	22.5
Total Split (s)	20.0	20.0	20.0	20.0	20.0	22.5	22.5
Total Split (%)	47.1%	47.1%	47.1%	47.1%	47.1%	52.9%	52.9%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	0.5	0.5	0.5	0.5	0.5	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.5	4.5
Lead/Lag							
Lead-Lag Optimize?							
Recall Mode	None	None	None	C-Max	C-Max	None	None
Act Effct Green (s)	11.0	11.0	11.0	23.5	23.5	23.0	23.0
Actuated g/C Ratio	0.26	0.26	0.26	0.55	0.55	0.54	0.54
v/c Ratio	0.44	0.31	0.06	0.48	0.44	0.12	0.20
Control Delay	15.4	12.6	3.5	11.4	7.7	6.1	2.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	15.4	12.6	3.5	11.4	7.7	6.1	2.3
LOS	B	B	A	B	A	A	A
Approach Delay		13.2			8.7	4.4	
Approach LOS		B			A	A	
Intersection Summary							
Cycle Length: 42.5							
Actuated Cycle Length: 42.5							
Offset: 8 (19%), Referenced to phase 2:NBTL, Start of Green							
Natural Cycle: 45							
Control Type: Actuated-Coordinated							
Maximum v/c Ratio: 0.48							
Intersection Signal Delay: 8.9				Intersection LOS: A			
Intersection Capacity Utilization 52.1%				ICU Level of Service A			
Analysis Period (min) 15							

Splits and Phases: 7: WBFR & Airport



Timings 10: Airport & EBFR

06/01/2022

							
Lane Group	EBL	EBT	EBR	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	462	175	300	426	130	12	537
Future Volume (vph)	462	175	300	426	130	12	537
Turn Type	Perm	NA	Perm	NA	Perm	Prot	NA
Protected Phases		4		2		1	6
Permitted Phases	4		4		2		
Detector Phase	4	4	4	2	2	1	6
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	9.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	9.5	22.5
Total Split (%)	41.3%	41.3%	41.3%	41.3%	41.3%	17.4%	41.3%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag				Lag	Lag	Lead	
Lead-Lag Optimize?				Yes	Yes	Yes	
Recall Mode	None	None	None	C-Max	C-Max	None	C-Max
Act Effect Green (s)	15.3	15.3	15.3	28.3	28.3	5.3	30.2
Actuated g/C Ratio	0.28	0.28	0.28	0.52	0.52	0.10	0.55
v/c Ratio	0.56	0.48	0.51	0.25	0.16	0.08	0.70
Control Delay	21.0	17.4	6.7	9.4	3.2	23.9	14.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	21.0	17.4	6.7	9.4	3.2	23.9	14.7
LOS	C	B	A	A	A	C	B
Approach Delay		14.9		8.0			14.9
Approach LOS		B		A			B

Intersection Summary

Cycle Length: 54.5

Actuated Cycle Length: 54.5

Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBT, Start of Green

Natural Cycle: 55

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.70

Intersection Signal Delay: 13.0

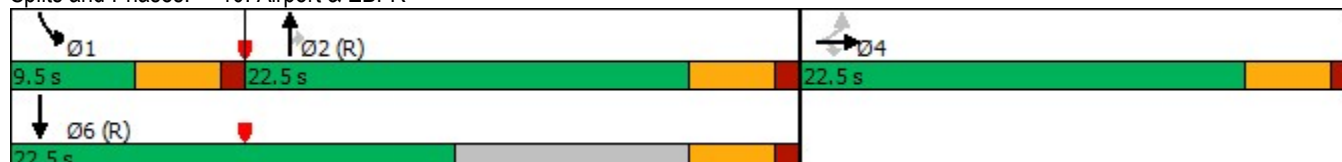
Intersection LOS: B

Intersection Capacity Utilization 52.1%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 10: Airport & EBFR



Timings 19: N Bridge & E Pike

06/01/2022

								
Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	65	83	65	141	74	140	179	383
Future Volume (vph)	65	83	65	141	74	140	179	383
Turn Type	Perm	NA	Perm	NA	Perm	NA	Perm	NA
Protected Phases		4		8		2		6
Permitted Phases	4		8		2		6	
Detector Phase	4	4	8	8	2	2	6	6
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	None	None	None	None	Max	Max	Max	Max
Act Effect Green (s)	8.9	8.9	8.9	8.9	21.9	21.9	21.9	21.9
Actuated g/C Ratio	0.24	0.24	0.24	0.24	0.59	0.59	0.59	0.59
v/c Ratio	0.26	0.29	0.24	0.48	0.20	0.24	0.29	0.54
Control Delay	13.0	9.5	12.4	11.7	7.9	4.8	8.0	9.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	13.0	9.5	12.4	11.7	7.9	4.8	8.0	9.6
LOS	B	A	B	B	A	A	A	A
Approach Delay		10.7		11.9		5.5		9.2
Approach LOS		B		B		A		A
Intersection Summary								
Cycle Length: 45								
Actuated Cycle Length: 37								
Natural Cycle: 50								
Control Type: Actuated-Uncoordinated								
Maximum v/c Ratio: 0.54								
Intersection Signal Delay: 9.1								
Intersection LOS: A								
Intersection Capacity Utilization 64.4%								
ICU Level of Service C								
Analysis Period (min) 15								

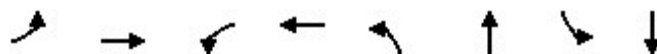
Splits and Phases: 19: N Bridge & E Pike

	
Ø2	Ø4
22.5 s	22.5 s
	
Ø6	Ø8
22.5 s	22.5 s

Timings

24: E Pike & Texas Blvd

06/01/2022



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Lane Configurations								
Traffic Volume (vph)	96	107	85	99	28	601	48	587
Future Volume (vph)	96	107	85	99	28	601	48	587
Turn Type	Perm	NA	Perm	NA	Perm	NA	Perm	NA
Protected Phases		4		8		2		6
Permitted Phases	4		8		2		6	
Detector Phase	4	4	8	8	2	2	6	6
Switch Phase								
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (s)	22.5	22.5	22.5	22.5	22.5	22.5	22.5	22.5
Total Split (%)	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag								
Lead-Lag Optimize?								
Recall Mode	None	None	None	None	C-Max	C-Max	C-Max	C-Max
Act Effect Green (s)	11.5	11.5	11.5	11.5	24.5	24.5	24.5	24.5
Actuated g/C Ratio	0.26	0.26	0.26	0.26	0.54	0.54	0.54	0.54
v/c Ratio	0.53	0.30	0.29	0.63	0.09	0.39	0.15	0.43
Control Delay	22.5	11.2	13.9	13.6	8.3	7.5	8.8	7.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	22.5	11.2	13.9	13.6	8.3	7.5	8.8	7.3
LOS	C	B	B	B	A	A	A	A
Approach Delay		15.9		13.6		7.5		7.4
Approach LOS		B		B		A		A

Intersection Summary

Cycle Length: 45

Actuated Cycle Length: 45

Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green

Natural Cycle: 45

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.63

Intersection Signal Delay: 9.5

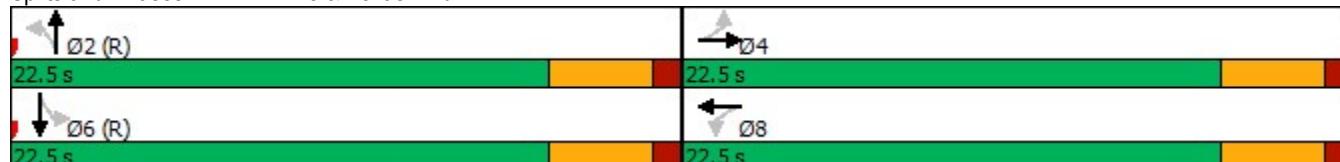
Intersection LOS: A

Intersection Capacity Utilization 63.4%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 24: E Pike & Texas Blvd



Timings

29: WBFR & Texas Blvd

06/01/2022



Lane Group	WBL	WBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	240	134	214	478	654	927	364
Future Volume (vph)	240	134	214	478	654	927	364
Turn Type	Perm	NA	Perm	pm+pt	NA	NA	Perm
Protected Phases		8		5	2	6	
Permitted Phases	8		8	2			6
Detector Phase	8	8	8	5	2	6	6
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	9.5	22.5	22.5	22.5
Total Split (s)	22.6	22.6	22.6	21.0	47.4	26.4	26.4
Total Split (%)	32.3%	32.3%	32.3%	30.0%	67.7%	37.7%	37.7%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag				Lead		Lag	Lag
Lead-Lag Optimize?				Yes		Yes	Yes
Recall Mode	None	None	None	None	C-Max	C-Max	C-Max
Act Effect Green (s)	13.0	13.0	13.0	48.0	48.0	31.5	31.5
Actuated g/C Ratio	0.19	0.19	0.19	0.69	0.69	0.45	0.45
v/c Ratio	0.44	0.44	0.48	0.68	0.61	0.44	0.44
Control Delay	29.0	26.7	7.1	29.6	16.6	15.6	5.0
Queue Delay	7.7	1.1	0.0	0.9	1.9	0.0	0.0
Total Delay	36.7	27.8	7.1	30.5	18.5	15.7	5.0
LOS	D	C	A	C	B	B	A
Approach Delay		22.1			21.5	12.7	
Approach LOS		C			C	B	

Intersection Summary

Cycle Length: 70

Actuated Cycle Length: 70

Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBT, Start of Green

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.68

Intersection Signal Delay: 17.8

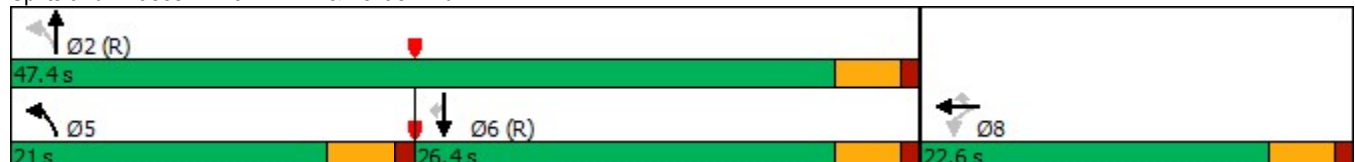
Intersection LOS: B

Intersection Capacity Utilization 70.6%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 29: WBFR & Texas Blvd



Timings

32: Texas Blvd & EBRD

06/01/2022

							
Lane Group	EBL	EBT	EBR	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	343	123	232	781	137	537	664
Future Volume (vph)	343	123	232	781	137	537	664
Turn Type	Perm	NA	Perm	NA	Perm	Prot	NA
Protected Phases		4		2		1	6
Permitted Phases	4		4		2		
Detector Phase	4	4	4	2	2	1	6
Switch Phase							
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	22.5	22.5	22.5	22.5	22.5	9.5	22.5
Total Split (s)	22.5	22.5	22.5	23.5	23.5	24.0	47.5
Total Split (%)	32.1%	32.1%	32.1%	33.6%	33.6%	34.3%	67.9%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Lead/Lag				Lag	Lag	Lead	
Lead-Lag Optimize?				Yes	Yes	Yes	
Recall Mode	None	None	None	C-Max	C-Max	None	C-Max
Act Effect Green (s)	14.3	14.3	14.3	21.1	21.1	21.0	46.7
Actuated g/C Ratio	0.20	0.20	0.20	0.30	0.30	0.30	0.67
v/c Ratio	0.57	0.48	0.48	0.55	0.26	0.88	0.79
Control Delay	31.1	26.2	6.6	22.8	5.3	57.1	37.1
Queue Delay	0.4	0.1	0.0	0.0	0.0	50.8	49.8
Total Delay	31.5	26.3	6.6	22.8	5.3	107.9	86.9
LOS	C	C	A	C	A	F	F
Approach Delay		21.0		20.2			93.8
Approach LOS		C		C			F

Intersection Summary

Cycle Length: 70

Actuated Cycle Length: 70

Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBT, Start of Green

Natural Cycle: 80

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.88

Intersection Signal Delay: 51.8

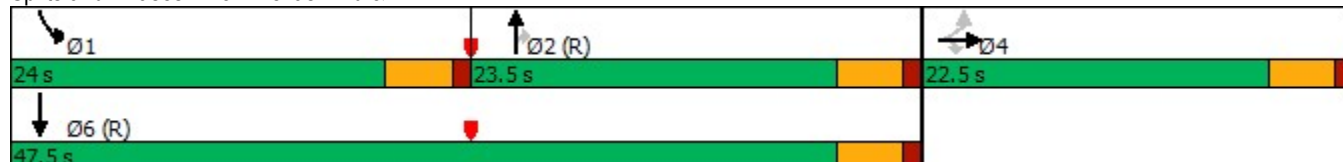
Intersection LOS: D

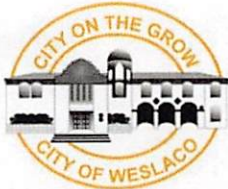
Intersection Capacity Utilization 70.6%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 32: Texas Blvd & EBRD





SUBDIVISION PLATTING APPLICATION

PIAT-002122022

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

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

FILE NO. _____

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

STAFF USE ONLY

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

GENERAL INFORMATION

Name of Subdivision: SHOPS AT N. BRIDGE SUBDIVISION

Location: southwest corner of U.S. Expressway 83 & Bridge Avenue

Legal Description: Being a resubdivision of 10.657 acres out of Farm Tract 39, West Tract S/D

Is subdivision inside city limits? ☒ YES ☐ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: B-1 & B-2

Existing Land Use: Open Proposed Land Use: Commercial

Number of Lots Proposed: 8 Gross Acreage: 10.657

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: Shops at N Bridge, LLC Telephone: c/o (956) 381-0981

Address: 105 Sequoia Drive Fax: c/o (956) 381-1839

City: San Antonio State: TX Zip: 78232 E-mail: c/o mario@meldenandhunt.com

ENGINEER INFORMATION

Name: Melden & Hunt, Inc. Telephone: (956) 381-0981

Address: 115 W. McIntyre Street Fax: (956) 381-1839

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

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

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: City of Weslaco

☒ YES ☐ NO Wastewater Provision: City of Weslaco

☒ YES ☐ NO Electric Company: AEP

☒ YES ☐ NO Phone Utility <u>Verizon/AT&T</u>	☒ YES ☐ NO Gas Utility	☒ YES ☐ NO Cable Utility
---	---	---

Proposed subdivision is in the following districts:

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

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

\$355.00 Planning Review fee

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

Contours

Flood Zones

Adjoiners

Existing street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

Proof of ownership of the property

If septic tank system required, submit soil evaluation report

Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

X One 11" X 17" reduced copy of plat

X Plat Layout

X Existing & Proposed Easements

X Existing & Proposed ROW

X Existing & Proposed Drainage Easements

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

- ☒ Contours
- ☒ Flood Zones
- ☒ Adjoiners
- ☒ Existing & Proposed street names
- ☒ Utility Layout
- ☒ Existing & Proposed Utilities
- ☒ Proposed Fire Hydrants
- ☒ Adjoiners
- ☒ N/A Street names
- ☒ Drainage plans and calculations with engineer's seal
- ☒ Elevations
- ☒ Flood directional arrows
- ☒ Detention areas
- ☒ N/A 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
- ☒ 10 Number of fire hydrants proposed for subdivision
- ☒ - Trip Generation Worksheet

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- ☒ One set of 8 ½ x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

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

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

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

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature:  _____ Date: 3/25/22

Authorized Agent Printed Name: Mario A. Reyna, P.E.

THIS PAGE FOR STAFF USE ONLY

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

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____

FIRM NAME: MELDEN & HUNT, INC.
TBPELS FIRM #F1435
TITLE: SHOPS AT N. BRIDGE SUBDIVISION
PREPARED BY: MARIO A. REYNA, P.E
DATE: December 16, 2021
Revised: January 14, 2022



M. H.
1-14-21

INDEX

1. Drainage Statement
2. Drainage Calculations
3. “C” Values for Rational Method
4. Weighted C Calculation
5. Time of Concentration Determination Table
6. Drainage Area Map
7. Location Map
8. Subdivision Plat
9. Drainage Layout
10. USGS Topographical Map
11. Rainfall Intensity Table
12. Street Velocities & Capacities Flowing Curb Full Table
13. USDA Soils Map
14. USDA Soils Legend & Description
15. FEMA FIRM with site location



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

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

Drainage Statement SHOPS AT N. BRIDGE SUBDIVISION

Project #21178.00 Date: December 16, 2021 Rev: January 14, 2022

SHOPS AT N. BRIDGE SUBDIVISION A tract of land containing 10.657 acres situated in the City of Weslaco, County of Hidalgo Texas, being 10.657 acres out of Farm Tract 39, West Tract Subdivision, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records. This subdivision lies in Zone "B" & "C", Zone B is defined as areas between limits of the 100-year flood and 500-year flood: or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile: or areas protected by levees from the base flood. Zone "C" is defined as areas of minimal flooding. Community Panel No. 480349 0005 B; Map Revised: March 4, 1980. The property is located on the southwest corner of U.S. Expressway 83 & Bridge Avenue. The property is currently open with a proposed use of 8 commercial lots, currently inside the City of Weslaco, Texas.

The soil in this area is (72) Willacy-Urban land complex, which is in Hydrologic Group "B". This soil is moderately pervious and have a relatively low plasticity index. (See excerpts from "Soil Survey of Hidalgo County, Texas").

Existing runoff is in a northeasterly direction, with a runoff of 7.70 c.f.s. during the 10-year storm frequency as per the attached calculations. Proposed runoff after development is 68.53 c.f.s., during the 50-year storm frequency, per the attached calculation, which is an increase of 60.83 c.f.s.

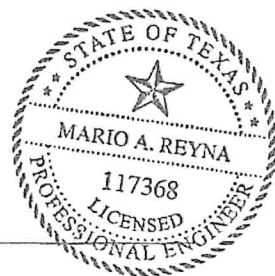
The proposed drainage for this subdivision shall consist of surface runoff from the Roof into the proposed parking area and collected by type "C-C" inlets located at key points within the subdivision. The pipe size diameters shall range from 24" to 30". The proposed storm system for lot 1 shall discharge into a proposed detention pond located on the south side of site. The proposed detention pond will discharge into the City of Weslaco storm sewer network.

In accordance with the Hidalgo County's drainage policy, the peak rate of runoff in this subdivision will not be increased during the 50-year rainfall event due to the building of this subdivision. Therefore, as per attached calculations the required 143,137 cubic feet of detention will be provided. Lot 1-4 will detain a total of 93,064 cubic feet, the 50,073 will be required to detain at building permit stage prorated on each lot as follows; Lot 5: 15,547 c.f., Lot 6: 11,688 c.f., Lot 7: 12,331 c.f., & Lot 8: 10,507 c.f.

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☒ CITY FACILITY	
☐ OTHER _____	
<u>Alexis Lozano</u> H.C.D.D. NO. 1	<u>1/26/22</u> DATE

Mario A. Reyna
Mario A. Reyna, P.E. #117368
Vice-President

Date: _____



DRAINAGE REPORT

PROJECT NAME: **Shops At N. Bridge Subdivision**

8

PROJECT NUMBER: **21778**

DATE: **12/16/2021 Rev: 01/14/2022**

I. Existing Condition-10 year

Ex. Area: **464,218.92** sf
10.66 ac

Int. Coeff. "k" **0.213** Table 3-2

K_p **3.28**

Length **820** ft

Velocity **0.270582** ft/sec

Slope : **0.15** %

t_c : **50.51** min

Rainfall Intensity (10yr)

3.612 in/hr

c factor

0.200

Q peak existing condition:

7.70 cfs

II. Future Condition-50 year

Future area: **464,218.92** sf
10.66 ac

Slope : **15.00**%

t_c : **21.05** min

Rainfall Intensity (50yr)

7.701 in/hr

c factor

0.835

Q future cond. = Aci = i * =

68.53 * **0.84**

8.898595 i

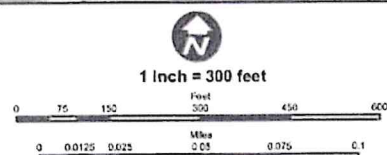
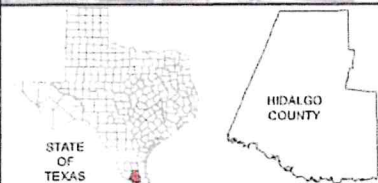
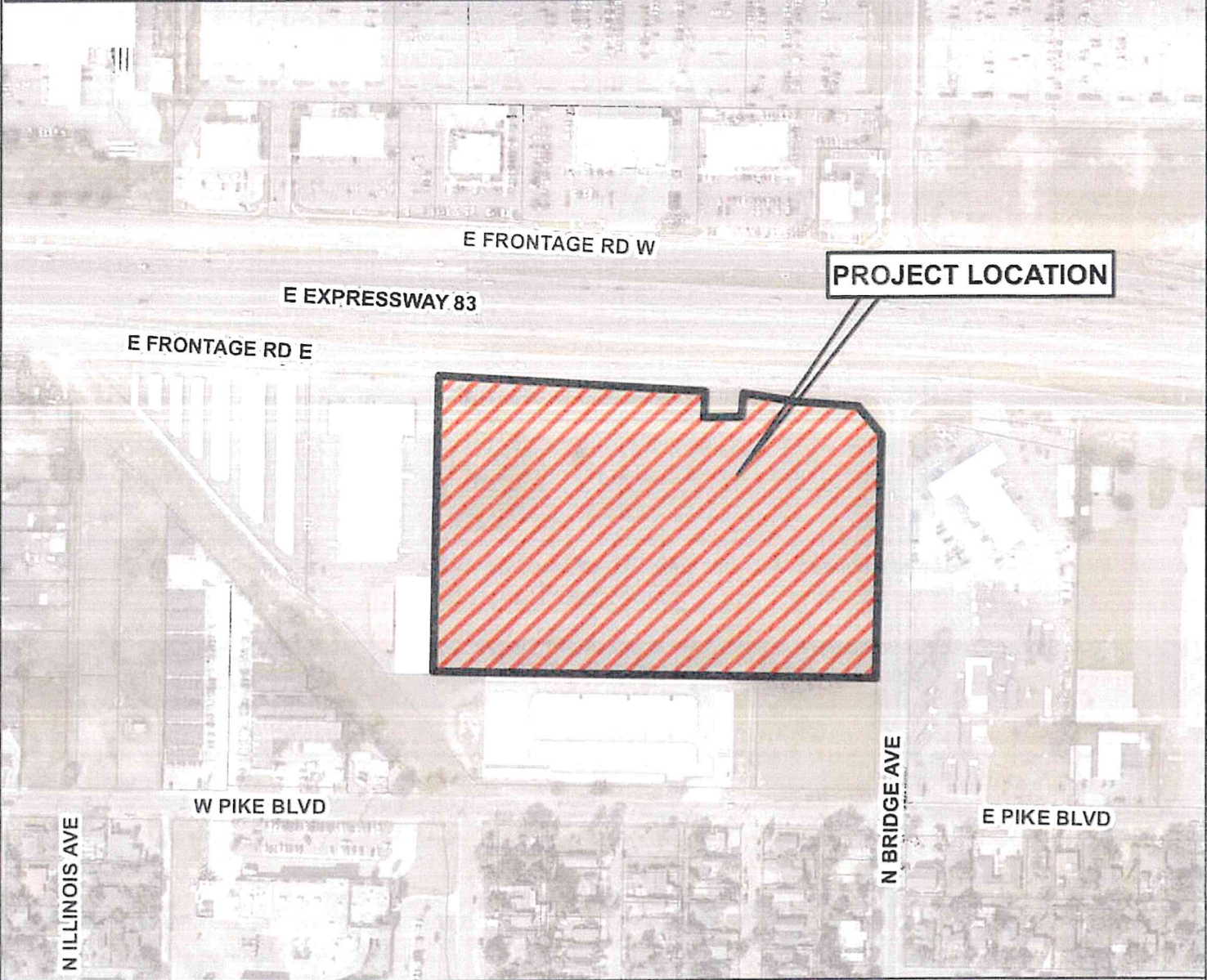
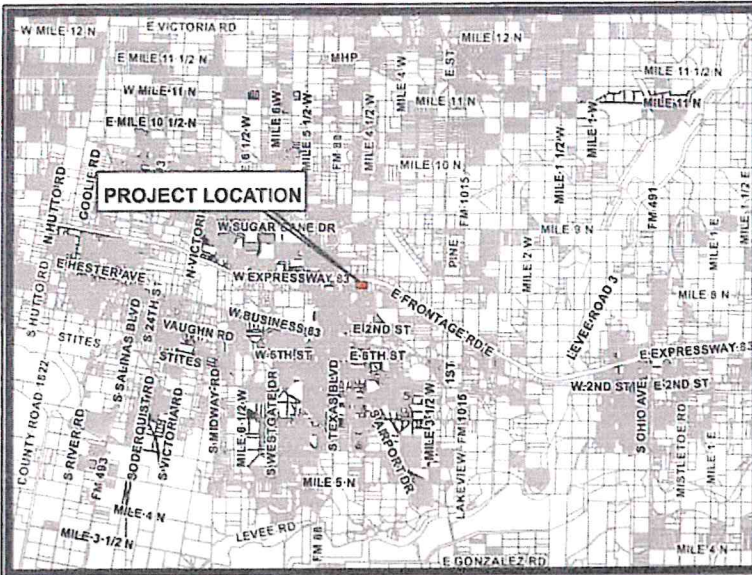
time min.	time hour	i in/hr	Q _{in} cfs	V _{in} cf	Q _{out} cfs	V _{out} cf	REQ'D V cf
5	0.08	13.57	120.75	36226	7.70	6017	30209
10	0.17	10.83	96.33	57796	7.70	7172	50625
15	0.25	9.10	81.00	72896	7.70	8326	64569
25	0.42	7.03	62.51	93769	7.70	10636	83133
35	0.58	5.80	51.59	108329	7.70	12946	95383
45	0.75	4.98	44.28	119554	7.70	15255	104299
55	0.92	3.96	35.23	116257	7.70	17565	98692
65	1.08	3.54	31.51	122889	7.70	19875	103014
75	1.25	3.21	28.58	128620	7.70	22184	106436
85	1.42	2.95	26.22	133698	7.70	24494	109204
95	1.58	2.73	24.26	138268	7.70	26804	111464
105	1.75	2.54	22.60	142395	7.70	29113	113282
115	1.92	2.67	23.79	164184	7.70	31423	132761
125	2.08	2.52	22.45	168384	7.70	33733	134651
135	2.25	2.39	21.28	172340	7.70	36042	136298
145	2.42	2.27	20.24	176048	7.70	38352	137696
155	2.58	2.17	19.30	179500	7.70	40662	138838
165	2.75	2.08	18.46	182799	7.70	42971	139828
175	2.92	1.99	17.71	185936	7.70	45281	140655
185	3.08	1.91	17.02	188955	7.70	47591	141365
195	3.25	1.84	16.39	191777	7.70	49900	141877
205	3.42	1.78	15.82	194607	7.70	52210	142397
215	3.58	1.72	15.29	197212	7.70	54520	142693
225	3.75	1.66	14.80	199778	7.70	56829	142948
235	3.92	1.61	14.34	202132	7.70	59139	142993

245	4.08	1.56	13.92	204586	7.70	61449	143137
255	4.25	1.52	13.52	206810	7.70	63758	143051
265	4.42	1.48	13.14	208977	7.70	66068	142909
275	4.58	1.44	12.80	211137	7.70	68378	142759
285	4.75	1.40	12.48	213337	7.70	70687	142649
295	4.92	1.37	12.16	215310	7.70	72997	142312
305	5.08	1.33	11.87	217234	7.70	75307	141927
315	5.25	1.30	11.59	219143	7.70	77616	141527
325	5.42	1.27	11.34	221068	7.70	79926	141142
335	5.58	1.25	11.09	222862	7.70	82236	140626
345	5.75	1.22	10.86	224725	7.70	84545	140180
355	5.92	1.19	10.59	225553	7.70	86855	138698
365	6.08	1.17	10.41	228009	7.70	89165	138844
375	6.25	1.15	10.23	230251	7.70	91474	138777
385	6.42	1.13	10.06	232280	7.70	93784	138496
395	6.58	1.10	9.79	231986	7.70	96094	135893
405	6.75	1.08	9.61	233535	7.70	98403	135131
415	6.92	1.07	9.49	236199	7.70	100713	135486
425	7.08	1.05	9.32	237579	7.70	103023	134556
435	7.25	1.03	9.16	238989	7.70	105333	133656
445	7.42	1.01	9.01	240444	7.70	107642	132801
455	7.58	1.00	8.86	241960	7.70	109952	132008
465	7.75	0.98	8.72	243305	7.70	112262	131044
475	7.92	0.97	8.63	246002	7.70	114571	131430
485	8.08	0.95	8.45	246002	7.70	116881	129121
495	8.25	0.94	8.36	248431	7.70	119191	129240
505	8.42	0.92	8.19	248057	7.70	121500	126557
515	8.58	0.91	8.10	250220	7.70	123810	126410
525	8.75	0.90	8.01	252275	7.70	126120	126156
535	8.92	0.88	7.83	251368	7.70	128429	122938
545	9.08	0.87	7.74	253156	7.70	130739	122417
555	9.25	0.86	7.65	254838	7.70	133049	121789
565	9.42	0.85	7.56	256413	7.70	135358	121055
575	9.58	0.84	7.47	257881	7.70	137668	120213
585	9.75	0.83	7.39	259243	7.70	139978	119265

Storage Required: 143,137 cf
 Storage Required: 3.286 Ac.-Ft.
 w/ release rate of: 7.70 cfs
 Storage / Ac. Development: 0.308 Ac.Ft. per Ac.
 Storage / Lot: 17,892.13 cf per lot



M - L
 1-14-25



CITY OF WESLACO
HIDALGO COUNTY, TEXAS
PROJECT LOCATION MAP

M MELDEN & HUNT, INC.
CONSULTANTS - ENGINEERS - SURVEYORS

115 W. HUNTER
EDWING, TEXAS 79524
TEL: (956) 361-0881
FAX: (956) 361-1836
E-MAIL: INFO@M&H.COM
WWW.M&H.COM

DATE: 12/16/2011
JOB NO: 21710-00
DRAWN BY: A. MELIA

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HIDALGO COUNTY RAINFALL INTENSITY TABLES

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

TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

1	12.626	14.283	16.353	17.386
2	11.721	13.281	15.215	16.210
3	10.950	12.426	14.244	15.204
4	10.286	11.687	13.405	14.333
5	9.706	11.042	12.671	13.570
6	9.194	10.472	12.023	12.895
7	8.740	9.966	11.447	12.294
8	8.334	9.512	10.930	11.755
9	7.968	9.103	10.464	11.268
10	7.636	8.732	10.042	10.825
11	7.334	8.394	9.656	10.421
12	7.058	8.084	9.303	10.051
13	6.804	7.799	8.978	9.710
14	6.569	7.536	8.678	9.395
15	6.353	7.293	8.400	9.102
16	6.151	7.067	8.142	8.831
17	5.964	6.856	7.902	8.577
18	5.789	6.659	7.677	8.340
19	5.625	6.475	7.466	8.117
20	5.472	6.302	7.268	7.908
21	5.327	6.139	7.082	7.711
22	5.191	5.985	6.906	7.525
23	5.062	5.840	6.740	7.349
24	4.941	5.703	6.583	7.183
25	4.825	5.572	6.434	7.025
26	4.716	5.449	6.293	6.875
27	4.612	5.331	6.158	6.732
28	4.513	5.220	6.030	6.596
29	4.419	5.113	5.908	6.467
30	4.329	5.011	5.792	6.343
31	4.244	4.914	5.680	6.224
32	4.161	4.821	5.574	6.111
33	4.083	4.732	5.472	6.002
34	4.008	4.646	5.374	5.897
35	3.935	4.564	5.280	5.797

TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

36	3.866	4.486	5.189	5.701
37	3.799	4.410	5.103	5.608
38	3.735	4.337	5.019	5.519
39	3.673	4.267	4.939	5.433
40	3.614	4.199	4.861	5.350
41	3.557	4.134	4.786	5.270
42	3.501	4.071	4.714	5.193
43	3.448	4.010	4.644	5.118
44	3.396	3.951	4.577	5.046
45	3.346	3.895	4.511	4.976
46	3.298	3.840	4.448	4.908
47	3.251	3.786	4.387	4.843
48	3.206	3.735	4.328	4.779
49	3.162	3.685	4.270	4.717
50	3.120	3.636	4.215	4.658
51	3.078	3.589	4.161	4.600
52	3.038	3.543	4.108	4.543
53	2.999	3.499	4.057	4.488
54	2.962	3.456	4.007	4.435
55	2.925	3.414	3.959	4.383
56	2.889	3.373	3.912	4.333
57	2.854	3.333	3.867	4.284
58	2.821	3.295	3.822	4.236
59	2.788	3.257	3.779	4.189
60	2.756	3.220	3.737	4.144
61	2.724	3.185	3.696	4.099
62	2.694	3.150	3.656	4.056
63	2.664	3.116	3.617	4.014
64	2.635	3.083	3.578	3.973
65	2.607	3.050	3.541	3.933
66	2.579	3.019	3.505	3.894
67	2.552	2.988	3.469	3.855
68	2.526	2.958	3.435	3.818
69	2.500	2.928	3.401	3.781
70	2.475	2.899	3.368	3.745

HIDALGO COUNTY RAINFALL INTENSITY TABLES (cont.)

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

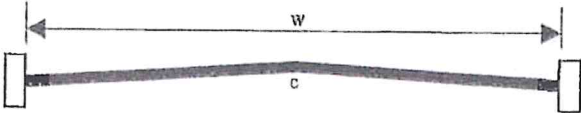
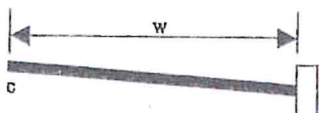
TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

71	2.451	2.871	3.335	3.710
72	2.427	2.844	3.303	3.676
73	2.403	2.817	3.272	3.642
74	2.380	2.790	3.242	3.610
75	2.358	2.765	3.212	3.577
76	2.336	2.739	3.183	3.546
77	2.314	2.715	3.155	3.515
78	2.293	2.690	3.127	3.485
79	2.272	2.667	3.099	3.455
80	2.252	2.643	3.073	3.426
81	2.232	2.620	3.046	3.398
82	2.213	2.598	3.020	3.370
83	2.193	2.576	2.995	3.342
84	2.175	2.555	2.970	3.315
85	2.156	2.533	2.946	3.289
86	2.138	2.513	2.922	3.263
87	2.121	2.492	2.899	3.238
88	2.103	2.472	2.876	3.213
89	2.086	2.453	2.853	3.188
90	2.069	2.434	2.831	3.164
91	2.053	2.415	2.809	3.140
92	2.037	2.396	2.788	3.117
93	2.021	2.378	2.767	3.094
94	2.005	2.360	2.746	3.072
95	1.990	2.342	2.726	3.050
96	1.975	2.325	2.706	3.028
97	1.960	2.308	2.686	3.007
98	1.946	2.291	2.667	2.986
99	1.931	2.275	2.648	2.965
100	1.917	2.258	2.629	2.944
101	1.904	2.242	2.610	2.924
102	1.890	2.227	2.592	2.905
103	1.876	2.211	2.574	2.885
104	1.863	2.196	2.557	2.866
105	1.850	2.181	2.540	2.847

TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

106	1.838	2.166	2.523	2.829
107	1.825	2.152	2.506	2.811
108	1.813	2.137	2.489	2.793
109	1.800	2.123	2.473	2.775
110	1.788	2.109	2.457	2.757
110	1.788	2.109	2.457	2.757
112	1.765	2.082	2.426	2.723
113	1.753	2.069	2.410	2.707
114	1.742	2.056	2.395	2.690
115	1.731	2.043	2.380	2.674
116	1.720	2.030	2.366	2.658
117	1.709	2.018	2.351	2.642
118	1.698	2.006	2.337	2.626
119	1.688	1.993	2.323	2.611
120	1.677	1.981	2.309	2.596
125	1.628	1.924	2.242	2.523
130	1.581	1.870	2.180	2.455
135	1.537	1.819	2.122	2.391
140	1.496	1.771	2.067	2.331
145	1.457	1.727	2.015	2.274
150	1.421	1.684	1.966	2.220
155	1.386	1.644	1.919	2.169
160	1.354	1.606	1.876	2.121
165	1.323	1.570	1.834	2.075
170	1.293	1.536	1.794	2.032
175	1.265	1.504	1.757	1.990
180	1.239	1.473	1.721	1.951
185	1.213	1.443	1.686	1.913
190	1.189	1.415	1.654	1.877
195	1.166	1.388	1.622	1.842
200	1.144	1.362	1.592	1.809
210	1.102	1.313	1.536	1.747
220	1.063	1.268	1.484	1.690
230	1.028	1.227	1.436	1.637
240	0.995	1.189	1.392	1.587

Appendix 3.0
Street Velocities and Capacities Flowing Curb Full
Manning's $n = 0.018$

										
	Local Street $w = 30'$		Local Street $w = 40'$		Collector Street $w = 44'$		Secondary Street (half-section) $w = 24'$		Primary Street (half-section)	
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

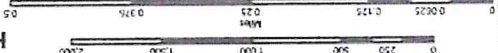
STATE OF TEXAS



HIDALGO COUNTY



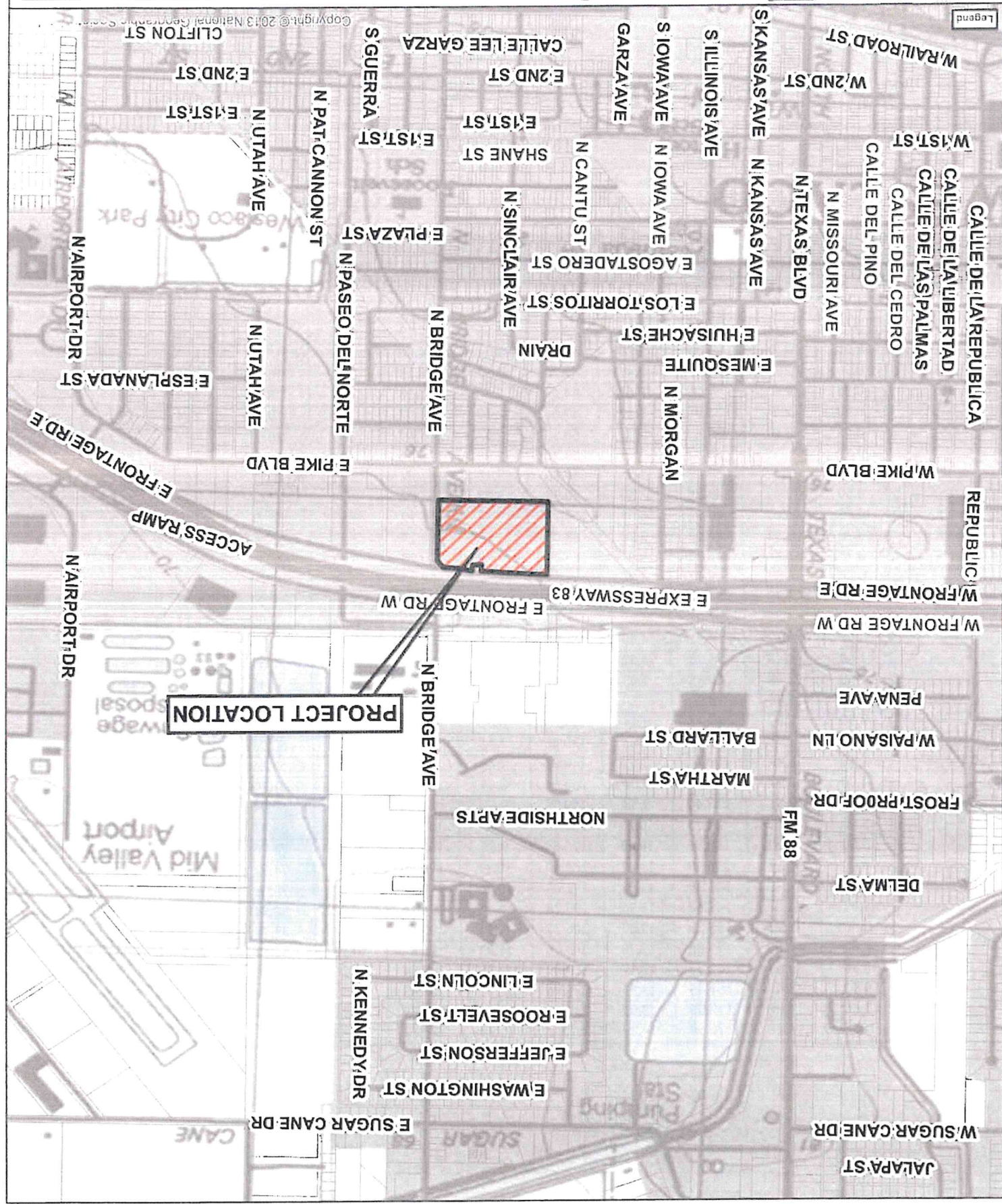
1 inch = 1,000 feet



CITY OF WESLACO
HIDALGO COUNTY, TEXAS
USGS MAP

M
McLaren & Hunt, Inc.
CONSULTANTS - ENGINEERS - SURVEYORS
111 N. MEADOWS
DOWNEY, CA 91746
TEL: (909) 391-1339
FAX: (909) 391-1339
WWW.MCLARENANDHUNT.COM
DATE: 01/16/2013
JOB NO: 2012-01
PROJECT: WESLACO CITY PARK
CITY OF WESLACO

Legend



SHOPS AT N. BRIDGE SUBDIVISION

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 10.657 ACRES SITUATED IN THE CITY OF WESLACO, COUNTY OF HIDALGO TEXAS, BEING 10.657 ACRES OUT OF FARM TRACT 39, WEST TRACT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS, WHICH SAID 10.657 ACRES BEING ALL OF A CERTAIN TRACT CONVEYED TO GOBAHEVA, LLC, BY VIRTUE OF WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 1261840, HIDALGO COUNTY OFFICIAL RECORDS, SAID 10.657 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE, N 01° 11' 10" W, A DISTANCE OF 267.58 FEET ALONG THE EAST LINE OF SAID FARM TRACT 39 AND CENTERLINE OF BORDER AVENUE TO A COTTON PICKER SPINDLE SET, FOR THE POINT OF BEGINNING, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

14. OUT PARCEL "A" TO BE UTILIZED FOR DETENTION POND ONLY AND WILL BE MAINTAINED BY THE PROPERTY OWNERS.

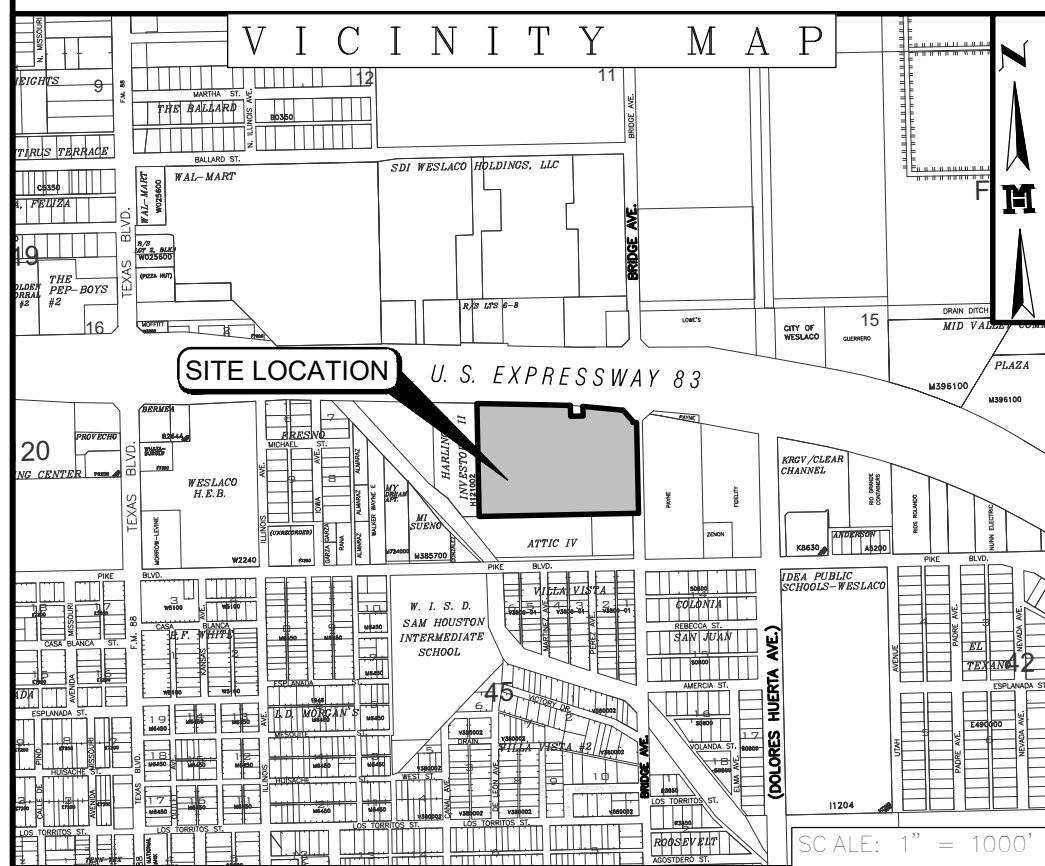
PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	JUAN J. GONZALEZ MEMBER	909 JAMES ST STE E	WESLACO, TX 78596	-	-
ENGINEER:	MARIO A. REYNA, P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH, R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

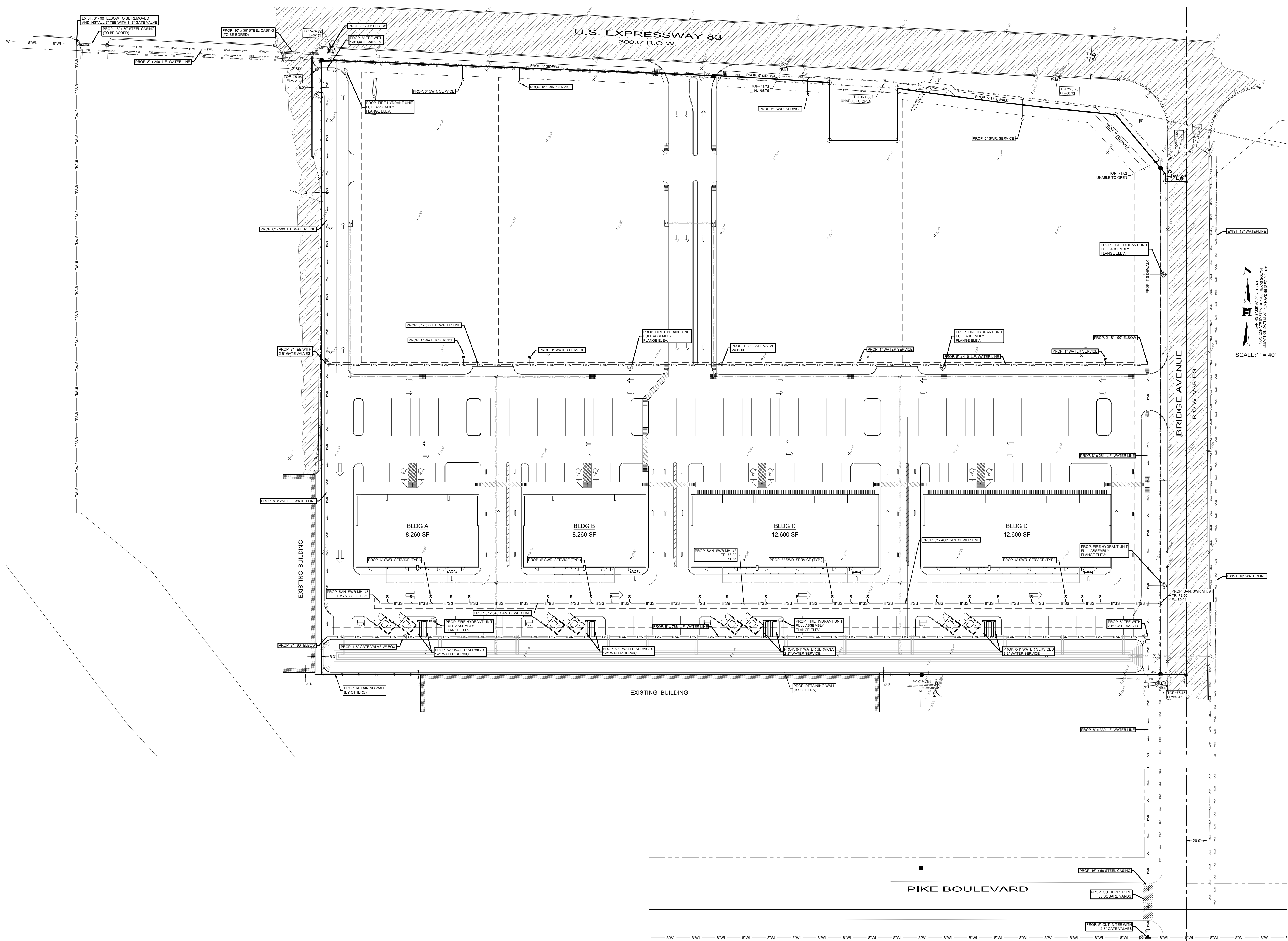
BY: _____ DEPUT

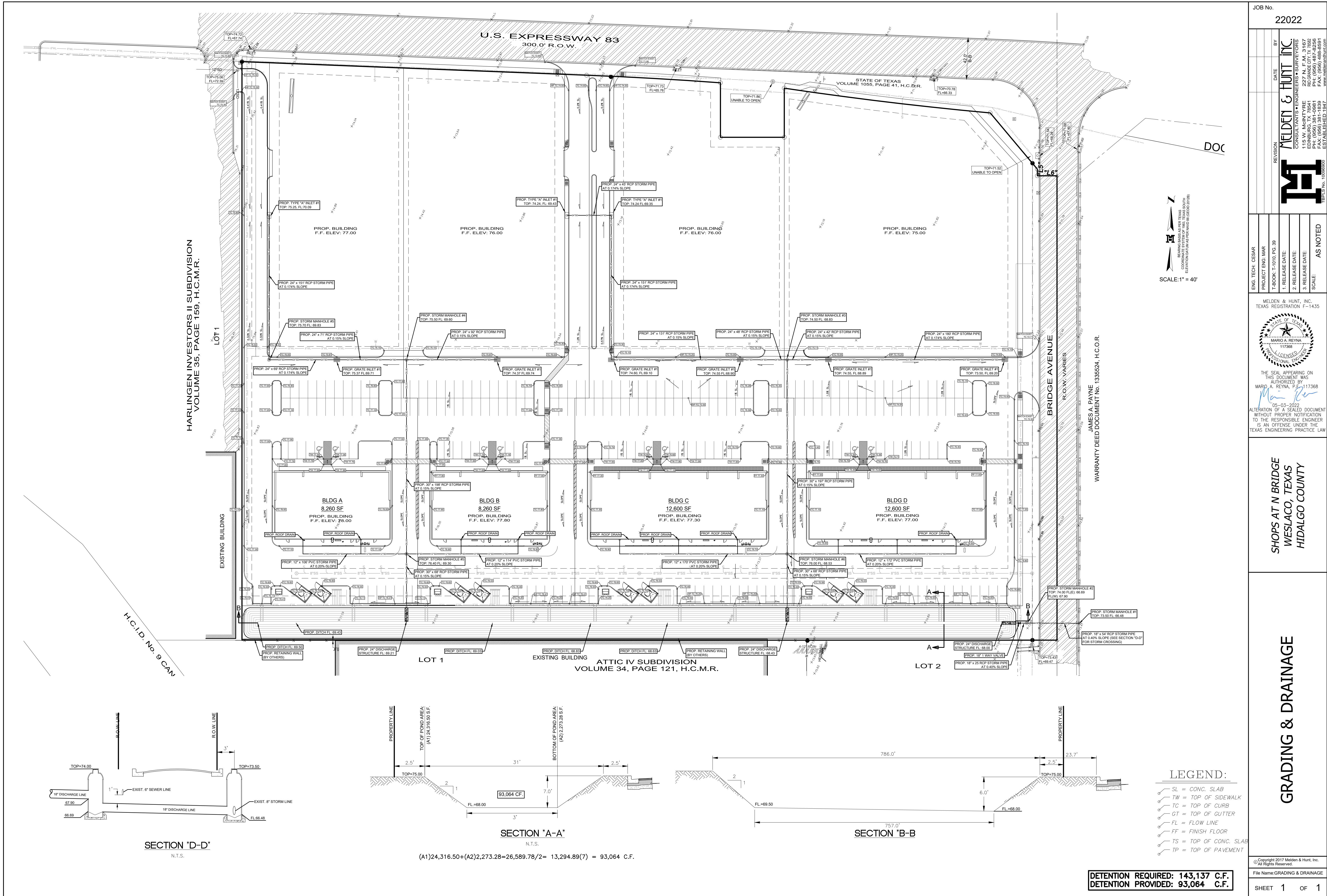
PIKE BOULEVAR
R.O.W. VARIES

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com







JOB No.
22022

DATE
BY
MELDEN & HUNT, INC.

REVISION
DATE
BY

CONSULTANTS ENGINEERS SURVEYORS
10000 N. LOOP WEST, SUITE 100
DALLAS, TEXAS 75241
PH: (956) 381-0981
FAX: (956) 488-8991
ESTABLISHED 1977

MELDEN & HUNT, INC.
CONSULTANTS ENGINEERS SURVEYORS
10000 N. LOOP WEST, SUITE 100
DALLAS, TEXAS 75241
PH: (956) 381-0981
FAX: (956) 488-8991
ESTABLISHED 1977

ENG. TECH. CESAR

PROJECT ENG. MAR

T-BLOCK: 1-101, PG. 39

1. RELEASE DATE:

2. RELEASE DATE:

3. RELEASE DATE:

SCALE: AS NOTED

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

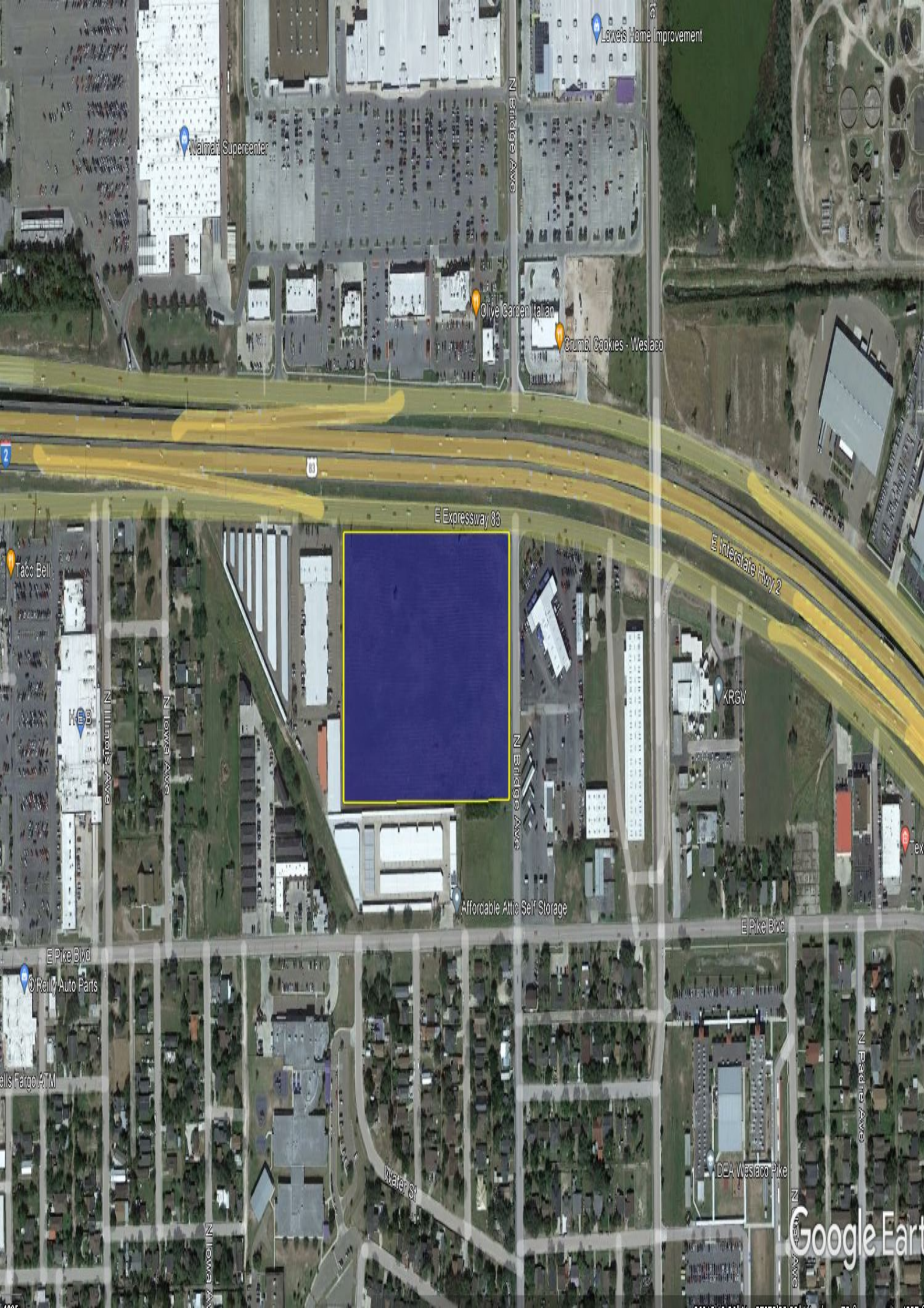
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARIO A. REYNAL, P.E. 117368

05-03-2022
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW.

SHOPS AT N BRIDGE
WESLACO, TEXAS
HIDALGO COUNTY

GRADING & DRAINAGE

DETENTION REQUIRED: 143,137 C.F.
DETENTION PROVIDED: 93,064 C.F.



Lowe's Home Improvement

Walmart Supercenter

N Bridge Ave

Olive Garden Italian

Crumbl Cookies - Weslaco

83

E Expressway 83

E Interstate Hwy 2

N Illinois Ave

N Iowa Ave

N Bridge Ave

KRGV

Affordable Attic Self Storage

E Pike Blvd

O'Reilly Auto Parts

Wells Fargo ATM

Water St

E Pike Blvd

N Padre Ave

IDEA Weslaco Pike

Google Earth



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5467
From:		
Subject: Discussion and consideration to approve Ordinance 2022-18 for the Voluntary Annexation of South Bridge Ranchettes – being a 25.45 acre tract of land out of Farm Tract 575, West Tract Subdivision, Hidalgo County, Texas, located on the northeast corner of Mile 5 North and South Bridge Ave and authorize the Mayor to execute any related documents. First reading of Ordinance 2022-18. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: The proposed development is currently located outside the City of Weslaco city limits. This subdivision is being serviced with water and sewer by the City of Weslaco. The proposed development will be one-family residential lots. In accordance with Senate Bill 374 the City has received ownership of the right of way along South Bridge from the County. The development is now contiguous to the existing city limits line.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the voluntary annexation request at their regular meeting of June 1, 2022.		
KAYLA AREVALO REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New
City Manager Comments: Approve as recommended by the Planning and Zoning Commission and the Planning and Code Enforcement Director.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: South Bridge Ranchettes Annex- Memo, South Bridge Ranchettes- Application & County Documents, South Bridge Ranchettes- Aerial, South Bridge Ranchettes- Proposed Subdivision Plat, South Bridge metes and bounds, Annexation Ordinance-		

South Bridge Ranchettes
Responsibilities upon Approval: Staff will advise the applicant

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: South Bridge Ranchettes Annex- Voluntary Annexation

DATE: June 2, 2022

The proposed subdivision will be for eighteen (18)- lots subdivision will be for Ranchette style single family homes and is located just outside the City of Weslaco city limits located on the northeast corner of South Bridge Ave and Mile 5 North Road. The location will be provided with water and sanitary sewer is proposed through OSSF at this time. Pursuant to Senate Bill 374 the City has already obtained the portion of South Bridge Ave adjacent to this development from County. This annexation will be contiguous to the current city limits.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR VOLUNTARY ANNEXATION

Annex-000234-2022.

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: SOUTH BRIDGE RAUCHETTES SUBD.

Location: N.E.C. MILE 5 NORTH RD. : SOUTH BRIDGE AVE.

Legal Description: 25.45 AC. O/O F.T. 575, WEST TRACT
SUBD., H.C.T.

- ☒ Petition for annexation signed and notarized by property owners.
- ☒ Detailed dimensioned site plan/map must be submitted with this request.
- ☒ Survey and metes and bounds.
- ☒ City and school tax receipts attached.

OWNER INFORMATION

Owner's Name: CYNTHIA O'BRIEN Telephone: 917-838-7222
956-778-0140

Address: 152 E. 94TH ST. APT. 6J Fax: _____

City: NEW YORK State: NY Zip: 10128 E-mail: Luis Ruelas 034@yahoo.com

ENGINEER INFORMATION

Name: David Omar Salinas Telephone: 956-682-9081

Address: 2221 DAFFODIL AVE. Fax: 956-686-1489

City: MENARD State: TX Zip: 78501 E-mail: dsalinas@salinasengineering.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Cynthia O'Brien
Owner Signature: Cynthia O'Brien Date: 5-10-22

_____ is the authorized agent
Authorized Agent Signature: [Signature] Date: 5/11/22
Authorized Agent Printed Name: David Owen Stevens

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____
Staff Review Date: _____
P & Z Commission Approval: _____
City Commission Approval on First Reading: _____
City Commission Approval on Final Reading: _____



VG-120-2022-3297587

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

Document No: 3297587

Billable Pages: 7

Recorded On: January 05, 2022 09:29 AM

Number of Pages: 8

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

Total Recording: \$ 60.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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

File Information:

Document No: 3297587
Receipt No: 20220105000082
Recorded On: January 05, 2022 09:29 AM
Deputy Clerk: Imelda Leal
Station: CH-1-CC-K27

Record and Return To:

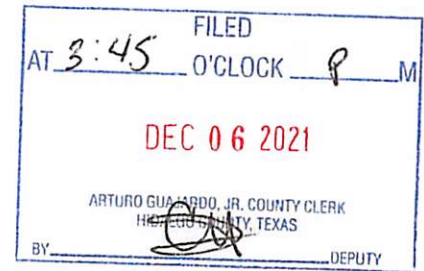
City of Weslaco
255 S Kansas
original returned to customer
Weslaco TX 78596-6158



STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas



**ORDER VACATING AND DISCONTINUING COUNTY ROAD
AND CONVEYING HIDALGO COUNTY'S INTEREST TO THE CITY OF WESLACO**

WHEREAS, the Commissioners Court of Hidalgo County, on the 30th day of November 2021, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning the City of Weslaco's (City) proposal to Annex South Bridge Avenue between E Mile 5 ½ North / E 22nd Street to Mile 5 North Road, a county road is 0.86 acres of land (the "Road") and the entire width of the Road and the adjacent right-of-way on both sides of the Road, more particularly described by metes and bounds as attached hereto as Exhibit "A" and made part hereof.

WHEREAS, Hidalgo County, Texas and the City of Weslaco currently each own half of the Road in Exhibit "A"; and

WHEREAS, Hidalgo County desires to vacate and discontinue the maintenance of the Road and requests that City maintain the Road in accordance with Subchapter B, Section 251.051 of the Texas Transportation Code; and

WHEREAS, the governing body of the City desires to take full responsibility in maintaining the Road located in the City of Weslaco to promote and protect the general health, safety, and welfare of persons residing in and adjacent to the City;

WHEREAS, the City may by ordinance annex a road right-of-way on request of the County that maintains the road and applicable right-of way under the procedures prescribed by the Texas Local Government Code; and

WHEREAS, the City has provided County written notice of the proposed annexation, in accordance with the requirements set forth in the Texas Local Government Code (see Exhibit A); and

WHEREAS, County and City acknowledge that Road shall continue to be used as a public road.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED that the Commissioners Court of Hidalgo County based on the facts presented, does hereby unanimously agree to vacate, discontinue and convey its interest in the Road as described in Exhibit "A" to the City of Weslaco.

BE IT FURTHER ORDERED that, a copy of this Order shall be filed in the deed records of Hidalgo County and serves as the official instrument of conveyance from Hidalgo County to the City of Weslaco.

WHEREUPON, Commissioners Court moved for the adoption of said Order, said Motion being seconded by and duly adopted by all members of the court present voting "aye".

ORDERED THIS 30TH DAY OF NOVEMBER 2021

Richard F. Cortez

HIDALGO COUNTY JUDGE Hon. Richard F. Cortez

David L. Fuentes

COMMISSIONER DAVID L. FUENTES
PRECINCT ONE

Eduardo Cantu

COMMISSIONER EDUARDO CANTU
PRECINCT TWO

Everardo Villarreal

COMMISSIONER EVERARDO VILLARREAL
PRECINCT THREE

Ellie Torres

COMMISSIONER ELLIE TORRES
PRECINCT FOUR

ATTEST:

By:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr. County Clerk

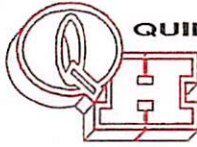


APPROVED BY
COMMISSIONERS COURT

Approved by Hidalgo County Commissioners Court on:

ON: 11/30/21

EXHIBIT “A”



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalia Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.1
BRIDGE AVENUE RIGHT OF WAY
FROM MILE 5 NORTH ROAD TO 22ND STREET

A 2.41 ACRE TRACT OF LAND OUT OF FARM TRACTS 754, 755, 757 AND 758, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF FARM TRACT 756, ALSO THE SOUTH LINE OF BRIONES-CARILLO SUBDIVISION UNIT No.2 (RECORDED IN VOLUME 29, PAGE 43B, MAP RECORDS, HIDALGO COUNTY, TEXAS), AND IN THE CENTERLINE OF MILE 5 NORTH ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID POINT BEARS WEST 60.00 FEET FROM THE SOUTHEAST CORNER OF FARM TRACT 756.

THENCE; NORTH, A DISTANCE OF 40.00 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF MILE 5 NORTH ROAD FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 45°09'04" E (MAP RECORD: N 45°00' E), ALONG THE NORTH RIGHT OF WAY LINE OF MILE 5 NORTH ROAD, A DISTANCE OF 42.01 FEET (MAP RECORD: 42.43 FEET) TO A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF BRIDGE AVENUE (MILE 4 1/2 WEST ROAD) FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST RIGHT OF WAY LINE OF BRIDGE AVENUE (MILE 4 1/2 WEST ROAD), A DISTANCE OF 590.11 FEET (MAP RECORD: 590.00 FEET) TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF BRIONES-CARILLO SUBDIVISION UNIT No.1 (RECORDED IN VOLUME 28, PAGE 138B, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF BRIONES-CARILLO SUBDIVISION UNIT No.1 AND THE WEST RIGHT OF WAY LINE OF BRIDGE AVENUE (MILE 4 1/2 WEST ROAD), A DISTANCE OF 15.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST RIGHT OF WAY LINE OF BRIDGE AVENUE (MILE 4 1/2 WEST ROAD), A DISTANCE OF 405.04 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF EL NOGAL MOBILE HOME SUBDIVISION (RECORDED IN VOLUME 33, PAGE 22, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE SOUTH LINE OF EL NOGAL MOBILE HOME SUBDIVISION AND THE WEST RIGHT OF WAY LINE OF BRIDGE AVENUE (MILE 4 1/2 WEST ROAD), A DISTANCE OF 25.00 FEET TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST RIGHT OF WAY LINE OF BRIDGE AVENUE (MILE 4 1/2 WEST ROAD), A DISTANCE OF 255.00 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF EL NOGAL MOBILE HOME SUBDIVISION FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF EL NOGAL MOBILE HOME SUBDIVISION AND THE WEST RIGHT OF WAY LINE OF BRIDGE AVENUE (MILE 4 1/2 WEST ROAD),

A DISTANCE OF 25.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE WEST RIGHT OF WAY LINE OF BRIDGE AVENUE (MILE 4 1/2 WEST ROAD), A DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 11, BLOCK 140, WEST TRACT SUBDIVISION (RECORDED IN VOLUME 1, PAGES 4 AND 5, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF LOT 11, BLOCK 140, PASSING AT 15.00 FEET A POINT IN THE CENTERLINE OF BRIDGE AVENUE (MILE 4 1/2 WEST ROAD) FOR THE NORTHEAST CORNER OF FARM TRACT 754, THE NORTHWEST CORNER OF FARM TRACT 758, THE NORTHWEST CORNER OF ANGELA SUBDIVISION (RECORDED IN VOLUME 17, PAGE 55, MAP RECORDS, HIDALGO COUNTY, TEXAS), AND CONTINUING ALONG THE NORTH LINE OF FARM TRACT 758 AND THE NORTH LINE OF ANGELA SUBDIVISION, A TOTAL DISTANCE OF 45.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST RIGHT OF WAY LINE OF BRIDGE AVENUE (MILE 4 1/2 WEST ROAD) FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE EAST RIGHT OF WAY LINE OF BRIDGE AVENUE (MILE 4 1/2 WEST ROAD), A DISTANCE OF 511.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF ANGELA SUBDIVISION FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE SOUTH LINE OF ANGELA SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF BRIDGE AVENUE (MILE 4 1/2 WEST ROAD), A DISTANCE OF 15.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

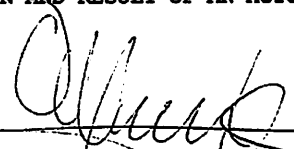
THENCE; SOUTH, ALONG THE EAST RIGHT OF WAY LINE OF BRIDGE AVENUE (MILE 4 1/2 WEST ROAD), PASSING A COTTON PICKER SPINDLE SET AT 2,108.77 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 5 NORTH ROAD, A TOTAL DISTANCE OF 2,128.77 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF FARM TRACT 757 AND IN THE CENTERLINE OF MILE 5 NORTH ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE SOUTH LINE OF FARM TRACT 757 AND THE CENTERLINE OF MILE 5 NORTH ROAD, PASSING A POINT AT 15.00 FEET FOR THE SOUTHEAST CORNER OF FARM TRACT 756, THE SOUTHEAST CORNER OF BRIONES-CARRILLO SUBDIVISION UNIT No.2, THE SOUTHWEST CORNER OF FARM TRACT 757, AND CONTINUING ALONG THE SOUTH LINE OF FARM TRACT 756, THE SOUTH LINE OF BRIONES-CARRILLO SUBDIVISION UNIT No.2 AND THE CENTERLINE OF MILE 5 NORTH ROAD, A TOTAL DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.41 ACRES OF LAND MORE OR LESS.

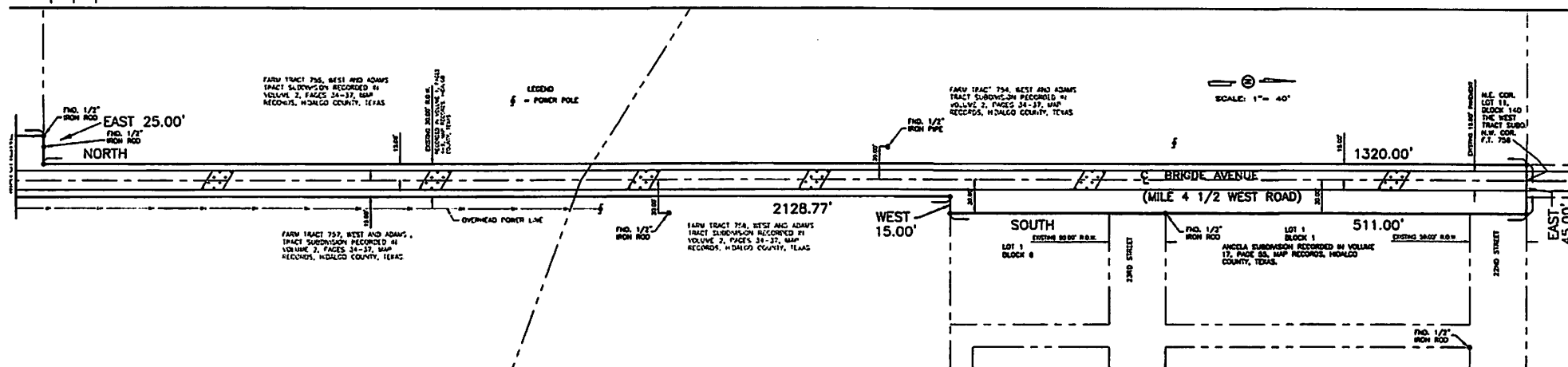
BEARINGS ARE IN ACCORDANCE BRIONES-CARRILLO SUBDIVISION UNIT No.1, RECORDED IN VOLUME 28, PAGE 138B, MAP RECORDS, HIDALGO COUNTY, TEXAS.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: NOVEMBER 8, 2021


ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856





HIDALGO COUNTY PRECINCT 1
BRIDGE AVENUE FROM MILE 5
NORTH ROAD TO 22ND STREET
PARCEL 1

NOTE:
THIS SURVEY WAS DONE WITHOUT THE
BENEFIT OF A TITLE COMMITMENT.

PLAT SHOWING

A 2.41 ACRE TRACT OF LAND OUT OF FARM TRACTS 754, 755, 757 AND 758, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

NOTE: AS PER MAP OF WEST TRACT SUBDIVISION
RECORDED IN VOLUME 1, PAGES 4 AND 5,
MAP RECORDS, HIDALGO COUNTY, TEXAS,
MILE 4 1/2 WEST ROAD IS A 30.00' RIGHT OF
WAY.

FLOOR JOIST DECOMPOSITION JUNE '94
 AREAS OF 840-SQ-FT FLOOR, AREAS OF 100-YEAR
 FLOOR WITH ANCHOR BOLTS OF 1/2" DIA. 1 FOOT ON
 10" SPACING AND 1/2" DIA. 1 FOOT ON 10" SPACING
 AND AREAS PROVIDED BY 1/2" DIA. FROM 100-YEAR
 FLOOR.

COMPARISON-PANEL NUMBER 481134 0410 C
 REVISED DATE MAY 30, 2002 LOAN

SEARCHED INDEXED ON THIS SURVEY PLAT ARE
IN ACCORDANCE WITH SNOWES-CANFIELD FOUNDATION
UNIT NO. 1 RECORDS ON VOLUME 20, PAGE 1200, MAP
DATE 1900

THE PROPERTY SHOWN ON THIS SURVEY PLAN MAY BE SUBJECT TO THE EASEMENTS, ENCUMBRANCES, OF THE COUNTY OF HENRIETTA AND/OR OWNERS OF CO-OWNERSHIP, ENCUMBRANCES, OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING

1. ALFRED GUNDELLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, GO HEAVEN CERTIFY THE FOLLOWING PLAY TO BE A TRUE AND CORRECT REPRODUCTION OF THE LAND SURVEY OF THE TOWN OF GUNDELLA SURVEY DONE ON THE GROUND MADE BY HIS DEEDMAN. THERE ARE NO VISIBLE ENCROACHMENTS, CONFLICTS, OR SHORTAGES IN AREA ON BOLDORWAY LANE, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAY.

ALFONSO GAMBELLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 2254

[illegible]

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
 120 E. STUBBS ST.
 CORPUS CHRISTI, TEXAS 78401
 PHONE 536-3611-6237
 FAX 566-3611-0277
 AFB-G0004W-ENCL.COM



City of Weslaco

"The City on the Grow"



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

Andrew Muñoz, Interim City Manager

November 15, 2021

Commissioner David Fuentes
Hidalgo County Precinct #1
1902 Joe Stephens Ste 101
Weslaco, Texas 78599

**Re: Dedication of Right-of-way along Bridge Avenue between E Mile 5 ½ North/
E 22nd Street to Mile 5 North Road.**

Dear Commissioner Fuentes:

In accordance with Senate Bill 374 the City of Weslaco is requesting permission to annex South Bridge Avenue between E Mile 5 ½ North/ E 22nd Street to Mile 5 North Road, that currently pertains to the County of Hidalgo.

It is the intention of Luis Reyes, who is the property owner of the Northeast corner of Bridge Avenue and Mile 5 North Road to voluntarily annex into the Weslaco City Limits and the City must have approval from Hidalgo county prior to annexing the abutting roadway. By authorizing the City to take over the entire portion of Bridge Avenue City staff will be able to provide proper maintenance in this area.

Should you need additional information or have any questions, please call Rebekah de la Fuente, Planning & Code Enforcement Director at (956) 447-3403.

Attentively,

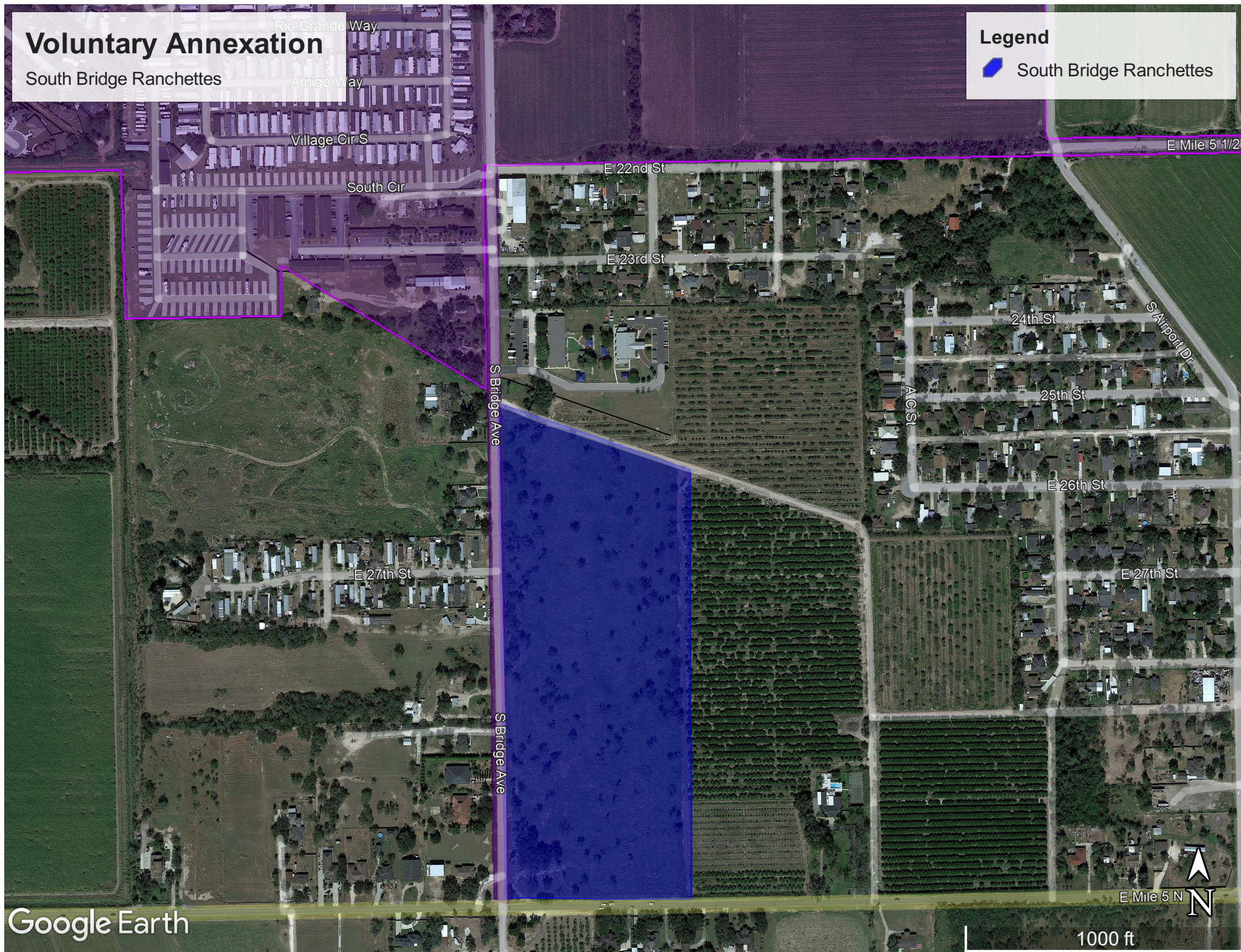
Andrew Muñoz
Interim City Manager

Voluntary Annexation

South Bridge Ranchettes

Legend

 South Bridge Ranchettes



REVISION NOTES				
NO.	SHEET	REVISION	DATE	APPROVED

LEGEND	
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD
⌵	SET NAIL
R.O.W.	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
N.E.C.	NORTHEAST CORNER
S.E.C.	SOUTHEAST CORNER
S.W.C.	SOUTHWEST CORNER
N.W.C.	NORTHWEST CORNER
H.C.M.R.	HIDALGO COUNTY MAP RECORDS
H.C.O.R.	HIDALGO COUNTY OFFICIAL RECORDS
U.E.	UTILITY EASEMENT
N.A.W.S.C.	NORTH ALAMO WATER SUPPLY CORPORATION

GENERAL PLAT NOTES:

- MINIMUM SETBACK LINES:
FRONT 25.00' OR GREATER FOR EASEMENTS.
REAR 10.00' OR GREATER FOR EASEMENTS.
SIDE 6.00' OR GREATER FOR EASEMENTS.
CORNER SIDE 10.00' OR GREATER FOR EASEMENTS.
GARAGE 18.00' OR GREATER FOR EASEMENTS.
- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" AREAS OF 500-YEAR FLOOD; AREAS WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 OF 100-YEAR FLOOD SQUARE MILE; AND AREAS PROTECTED BY LEVES FROM 100-YEAR FLOOD.
COMMUNITY PANEL NO. 480334 0450 C
MAP REVISED JUNE 06, 2000
(REVISED TO REFLECT LOMR 5/30/02)
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 480334 0450 C MAP REVISED JUNE 06, 2000 (REVISED TO REFLECT LOMR 5/30/02) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OR RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127).
- MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 3.5FT ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
- DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A MINIMUM VOLUME FOR DETENTION USING A 50-YEAR STORM EVENT IS 0.0 Cubic Feet, or, 0.00 Acre-Feet. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SECOND SHEET FOR DRAINAGE DETENTION.
- NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. THERE SHALL BE NO COMMERCIAL USE.
- UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH WIDE BY 18 INCH LONG IRON RODS W/YELLOW CAP STAMPED "SEA 5782".
- NO STRUCTURE SHALL BE PERMITTED UNDER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- EACH PURCHASED CONTRACT MADE BETWEEN THE DEVELOPER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- BENCHMARK NOTE: BM
- THIS SUBDIVISION WAS DESIGNED FOR 50 YEAR FLOOD RATIONAL METHOD.
- A FOUR (4.0) FOOT SIDEWALK BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE PROVIDED BY EACH LOT OWNER.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
- CLEARANCES FOR WATER METERS: AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO AS RESIDENCE PRIOR TO RECEIVING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
- ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.
- ANY ADDITION TO EXISTING RESIDENCE MUST COMPLY WITH ALL SETBACKS RESTRICTIONS RECORDED ON THIS PLAT.

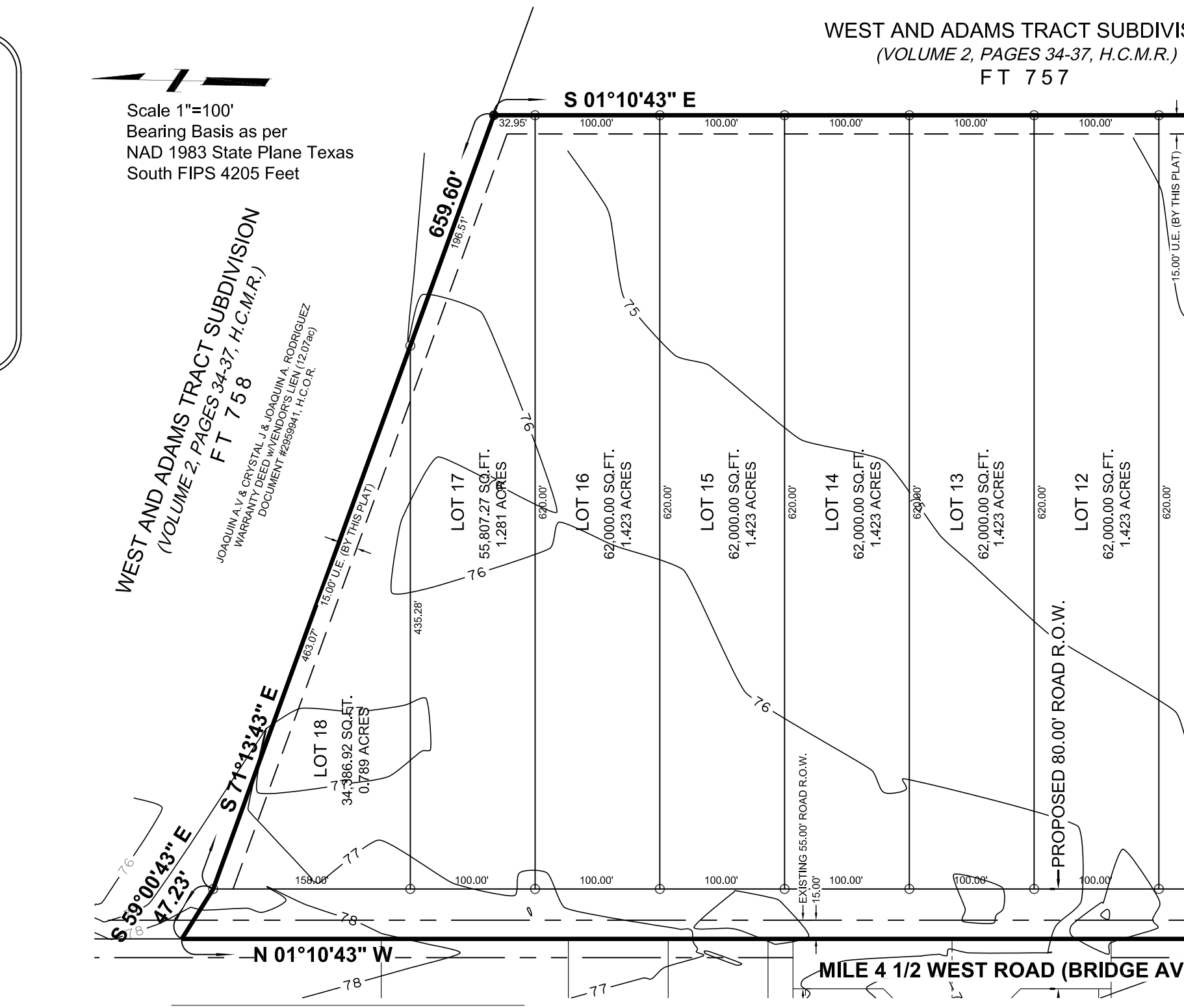
HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 8

THIS PLAT APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9.
DATED THIS _____ DAY OF _____ A.D. 20____.

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

GENERAL MANAGER
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

PRINCIPAL CONTACTS				
OWNER:	OWNER NAME	ADDRESS	CITY & ZIP	PHONE
			WESLACO, TEXAS 78596	(956) 000-0000
				FAX
JOB No.:	000000			
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081 (956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081 (956) 686-1489



SOUTH BRIDGE RANCHETTE SUBDIVISION

HIDALGO COUNTY, TEXAS
THE WEST 25.45-ACRES OUT OF FARM TRACT 757, BLOCK 140, WEST TRACT SUBDIVISION,
HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37,
MAP RECORDS OF HIDALGO COUNTY, TEXAS

RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed. In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following: The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this _____ day of 2019.

RICARDO R. SALINAS, JR.

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX, 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS SOUTH BRIDGE RANCHETTE SUBDIVISION DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

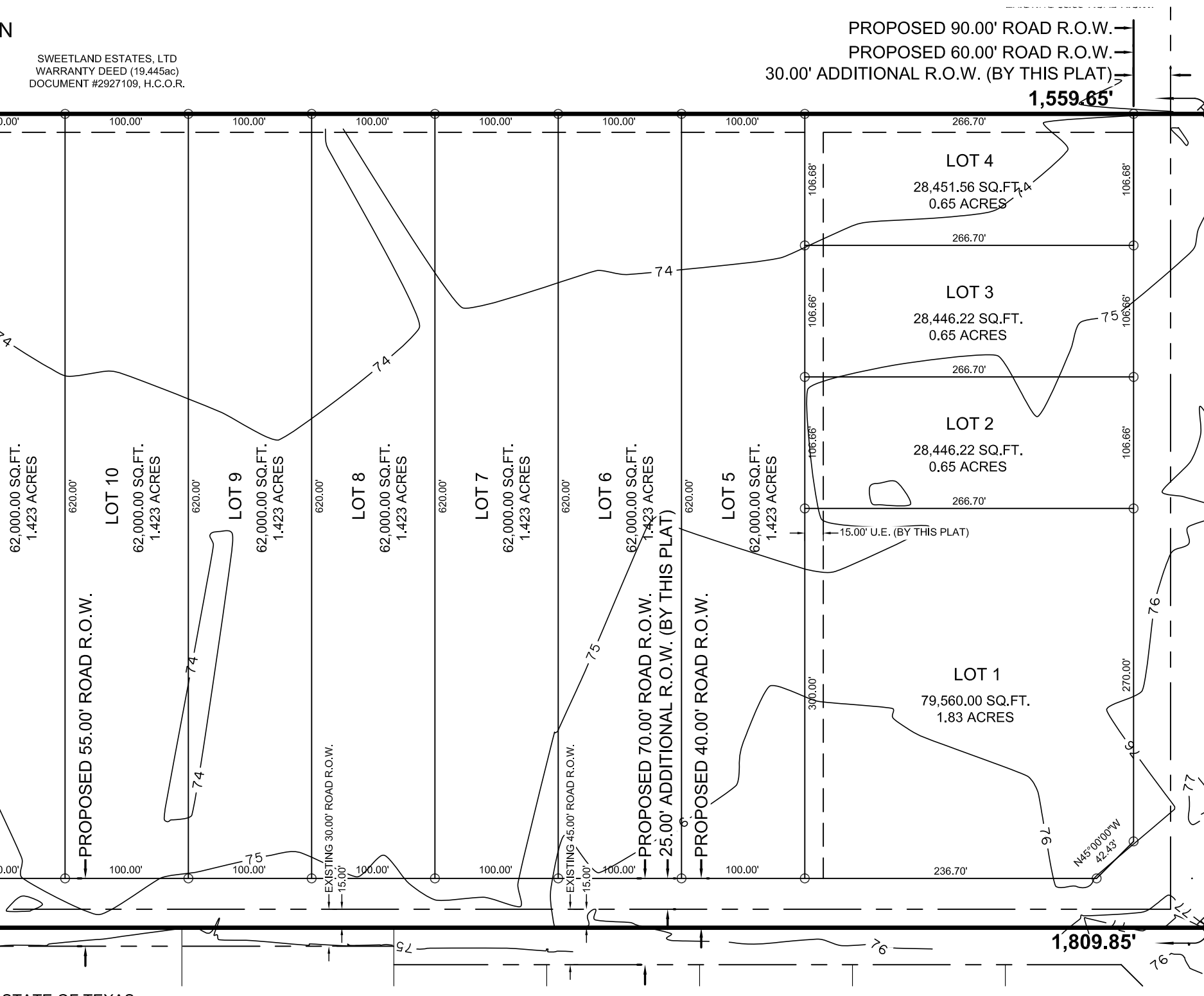
DAVID OMAR SALINAS, P.E.
REGISTERED PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID O. SALINAS, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

DAVID OMAR SALINAS, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR #5782

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON APRIL 16, 2021. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



STATE OF TEXAS
COUNTY OF HIDALGO

WE, OWNER/OWNERS AS OWNERS OF THE 13.9-ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SOUTH BRIDGE RANCHETTE SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE SECTION 232.032 THAT:

- THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
- SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
- ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
- GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

OWNER: ROBERT VALLADARES, JR.
P.O. BOX 332
WESLACO, TEXAS 78596

LUCIA J. VALLADARES
P.O. BOX 332
WESLACO, TEXAS 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED OWNER NAME, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES: _____

STATE OF TEXAS
CITY OF WESLACO
MAYOR'S CERTIFICATION

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

MAYOR-CITY OF WESLACO

DATE: _____

ATTEST:
CITY SECRETARY

DATE _____

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF SOUTH BRIDGE RANCHETTE SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____, 20____.

HIDALGO COUNTY JUDGE

DATE _____

ATTEST:
HIDALGO COUNTY CLERK

DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SOUTH BRIDGE RANCHETTE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20____.

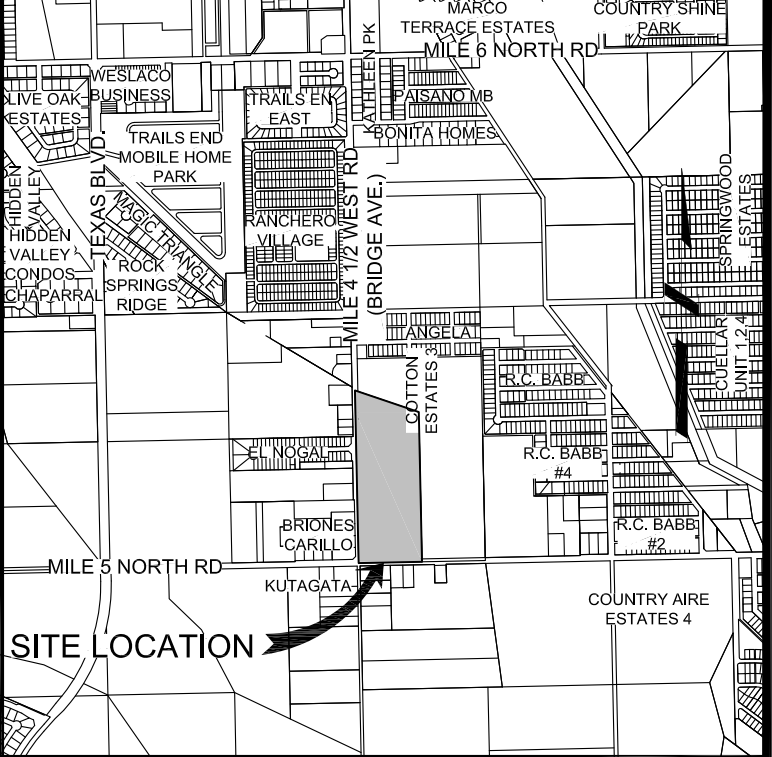
ENVIROMENTAL HEALTH DIVISION MANAGER

DATE: _____

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 OF THE SUBDIVISION AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE _____



LOCATION MAP

SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE - McALLEN, TEXAS 78501
JOB NUMBER: SP-21-25394

DATE PREPARED: APRIL 16, 2021

PLAT SHEET 1 OF 3

LOCATION OF SUBDIVISION WITH RESPECT TO
THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

GROVE SUBDIVISION, IS LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF BRIDGE STREET AND MILE 5 NORTH ROAD, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 72,481 AS PER THE 2020 CENSUS). SOUTH BRIDGE RANCHETTE SUBDIVISION, DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF WESLACO. IT IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF WESLACO UNDER LOCAL GOVERNMENT CODE 42.021, PRECINCT No. 1.

METES AND BOUNDS DESCRIPTION

BEING A 25.45 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF FARM TRACT 757, BLOCK 140, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 25.45 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

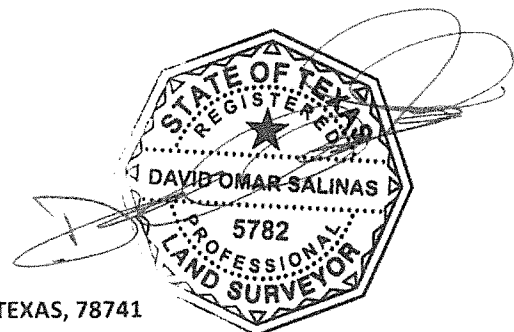
COMMENCING AT A NAIL FOUND ON THE SOUTHEAST CORNER OF SAID FARM TRACT 757 LOCATED AT THE INTERSECTION OF MILE 4 ½ WEST ROAD (AKA SOUTH BRIDGE AVE.) AND MILE 5 NORTH ROAD FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

- (1) THENCE, NORTH, COINCIDENT WITH THE WEST LINE OF SAID FARM TRACT 757, A DISTANCE OF 1,809.85 FEET TO NAIL SET IN THE CENTER OF SAID SOUTH BRIDGE AVE. FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (2) THENCE, SOUTH 57 DEGREES 50 MINUTES EAST, A DISTANCE OF 47.23 FEET TO A ½ INCH DIAMETER IRON ROD SET ON THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH BRIDGE AVE. FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;
- (3) THENCE, SOUTH 70 DEGREES 03 MINUTES EAST, A DISTANCE OF 659.60 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (4) THENCE, SOUTH, A DISTANCE OF 1,529.65 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 5 NORTH ROAD, AT A DISTANCE OF 1,559.65 FEET IN ALL TO NAIL FOUND ON INTERSECTION WITH THE SOUTH LINE OF SAID FARM TRACT 757 LOCATED IN THE CENTER OF SAID MILE 5 NORTH ROAD FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (5) THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID FARM TRACT 757, A DISTANCE OF 986.70 FEET TO A NAIL FOUND ON THE POINT OF BEGINNING, CONTAINING 25.45 GROSS ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: SITE SURVEY PLAT BY OTHERS
N:\SUBDIVISIONPLATS\SOUTHBRIDGERANCHETTES.SUB\25.45.060222

DAVID OMAR SALINAS, RPLS
SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVE.
MCALLEN, TEXAS, 78501
(956) 682-9081
dsalinas@salinasengineering.com

DATE: JUNE 02, 2022
JOB: SOUTH BRIDGE RANCHETTS SUBD.



PELS, 1917 S. INTERSTATE 35, AUSTIN, TEXAS, 78741

ORDINANCE NO. 2022-18

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 25.45 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 25.41 acres and are more specifically described as follows, to-wit:

METES AND BOUNDS DESCRIPTION

BEING A 25.45 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF FARM TRACT 757, BLOCK 140, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 25.45 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL FOUND ON THE SOUTHEAST CORNER OF SAID FARM TRACT 757 LOCATED AT THE INTERSECTION OF MILE 4 ½ WEST ROAD (AKA SOUTH BRIDGE AVE.) AND MILE 5 NORTH ROAD FOR THE SOUTHWEST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

- (1) THENCE, NORTH, COINCIDENT WITH THE WEST LINE OF SAID FARM TRACT 757, A DISTANCE OF 1,809.85 FEET TO NAIL SET IN THE CENTER OF SAID SOUTH BRIDGE AVE. FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (2) THENCE, SOUTH 57 DEGREES 50 MINUTES EAST, A DISTANCE OF 47.23 FEET TO A ½ INCH DIAMETER IRON ROD SET ON THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH BRIDGE AVE. FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

- (3) THENCE, SOUTH 70 DEGREES 03 MINUTES EAST, A DISTANCE OF 659.60 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (4) THENCE, SOUTH, A DISTANCE OF 1,529.65 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 5 NORTH ROAD, AT A DISTANCE OF 1,559.65 FEET IN ALL TO NAIL FOUND ON INTERSECTION WITH THE SOUTH LINE OF SAID FARM TRACT 757 LOCATED IN THE CENTER OF SAID MILE 5 NORTH ROAD FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (5) THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID FARM TRACT 757, A DISTANCE OF 986.70 FEET TO A NAIL FOUND ON THE **POINT OF BEGINNING**, CONTAINING 25.45 GROSS ACRES OF LAND, MORE OR LESS.

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 7th day of June, 2022.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2022.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

NORMA A. CANTU, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5450	
From:			
Subject: Discussion and consideration to authorize the Interim City Manager to submit a request to Hidalgo County Precinct #1 to annex a portion of Mile 10 North Road between N. Texas Blvd & Mile 4 1/2 West Road pursuant to SB 374 for the future annexation of Gilberto Subdivision and authorize the Mayor to execute any related documents. Possible action (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed subdivision will be for six (6)- lots. The subdivision will be for single family homes and is located just outside the City of Weslaco city limits, located on the northwest corner of North Bridge Ave and Mile 10 North Road. The location will be provided with water by NAWSC and sanitary sewer is proposed through OSSF at this time. The City has received the petition for annexation for this development. However, pursuant to Senate Bill 374, the City must first obtain the portion of Mile 10 North Road from the current city limits line to the adjacent to this development from County. This request for annexation of the right-of-way from the County, which will make the proposed development contiguous to the current city limits.			
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 REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Planning and Code Enforcement Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Gilberto Right-of-way Annex- Memo, County Abandonment of ROW, Proposed Plat, Proposed Development Locations- aerial			
Responsibilities upon Approval:			

Staff will advise the applicant and submit a letter to the County for consideration.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

MEMO

TO: Mayor and City Commission

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

RE: Gilberto Right-of-way Annex- Voluntary Annexation

DATE: June 2, 2022

The proposed subdivision will be for six (6)- lots. The subdivision will be for single family homes and is located just outside the City of Weslaco city limits, located on the northwest corner of North Bridge Ave and Mile 10 North Road. The location will be provided with water by NAWSC and sanitary sewer is proposed through OSSF at this time. The City has received the petition for annexation for this development. However, pursuant to Senate Bill 374 the City must first obtain the portion of Mile 10 North Road from the current city limits line to the adjacent to this development from County. This request for annexation of the right-of-way from County which will make the proposed development contiguous to the current city limits.

Thank you,

Rebekah de la Fuente, CFM

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

June 7, 2022

Commissioner David Fuentes
Hidalgo County Precinct #1
1902 Joe Stephens Ste 101
Weslaco, Texas 78599

Re: Dedication of Right-of-way along Mile 10 North between N. Texas Blvd to Mile 4
½ West Road.

Dear Commissioner Fuentes:

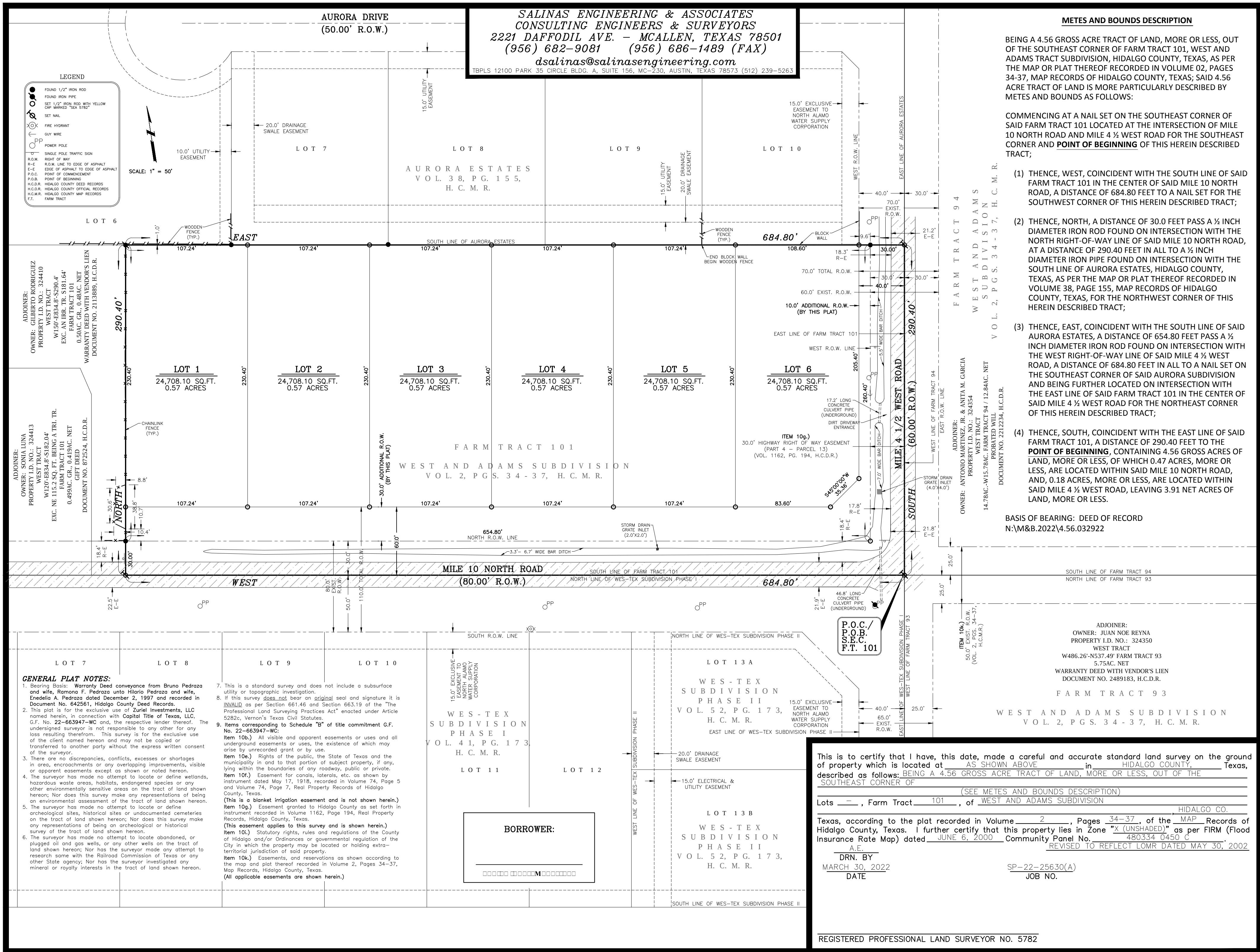
In accordance with Senate Bill 374 the City of Weslaco is requesting permission to annex along Mile 10 North between N. Texas Blvd to Mile 4 ½ West Road, that currently pertains to the County of Hidalgo.

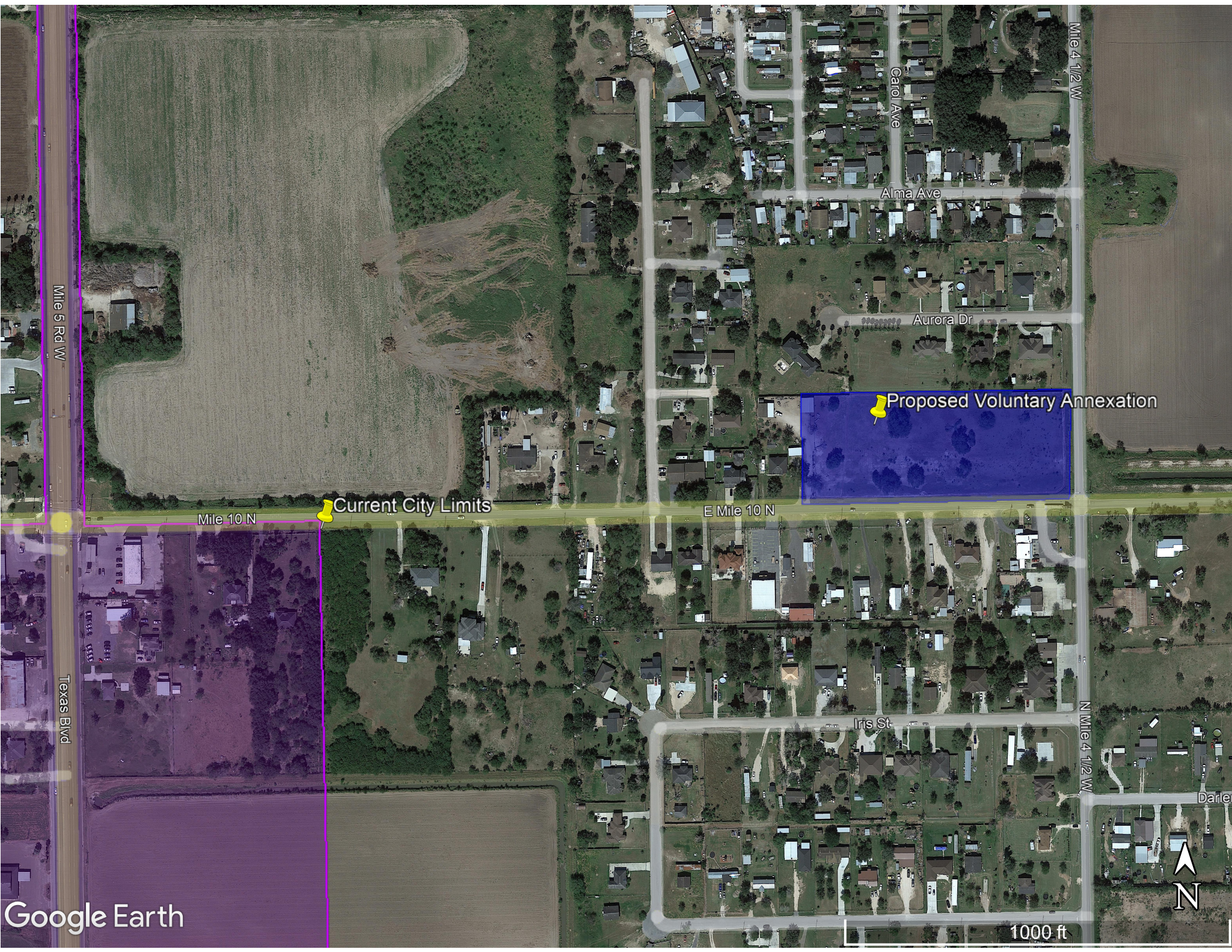
It is the intention of Jerry Gonzalez, who is the property owner of the Northwest corner of Mile 10 North and Mile 4 ½ West Road to voluntarily annex into the Weslaco City Limits and the City must have approval from Hidalgo county prior to annexing the abutting roadway. By authorizing the City to take over the entire portion of Mile 10 North City staff will be able to provide proper maintenance in this area.

Should you need additional information or have any questions, please call Rebekah de la Fuente, Planning & Code Enforcement Director at (956) 447-3403.

Attentively,

Martin Garza
Interim City Manager







Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5461	
From:			
Subject: Discussion and consideration to authorize staff to solicit proposals for Disaster Recovery Services; Debris Clearance, Removal, and Other Miscellaneous related services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Emergency Operations Center.)			
Background: Emergency Operations Center is requesting permission to solicit proposals for Disaster Recovery Services, Debris Clearance, Removal, and Other Miscellaneous Related Services for Emergency Preparedness. In previous emergency events, the City has utilized Republic Services for Debris Management.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA JOSE PEDRAZA Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the EOC.			
Staff Recommendation: Approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5442	
From:			
Subject: Discussion and consideration of Weslaco North Side Sports Complex Project Change Order No. 4 decreasing the contract amount by \$10,315.14 for a new contract sum of \$1,714,684.86 and authorizing the Mayor to execute any related documents. Possible action. (Staffed by the Parks & Recreation Department.)			
Background: This item closes out the project and reconciles contract allowances to decrease the project amount by \$10,315.14. ORIGINAL CONTRACT AMOUNT: \$1,725,000.00 CONTRACT SUM WILL BE DECREASED BY: \$ 10,315.14 NEW CONTRACT AMOUNT: \$1,714,684.86			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ		Created/Initiated	
OMAR RODRIGUEZ		Approved	
VIDAL ROMAN		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by the Parks and Recreation Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Change Order - credit back for final and enclosures			
Responsibilities upon Approval:			



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
18.51 Weslaco North Side Sports
Complex
North Weslaco

OWNER: *(Name and address)*
City of Weslaco, Texas
255 S. Kansas Ave.
Weslaco, TX 78596-6285

CONTRACT INFORMATION:
Contract For: General Construction
Date: December 26, 2020

ARCHITECT: *(Name and address)*
Gignac & Associates
416 Starr St. 3700 North 10th Street,
Suite 205 Corpus Christi, TX 78401
McAllen, Texas 78501

CHANGE ORDER INFORMATION:
Change Order Number: 004
Date: May 10, 2022

CONTRACTOR: *(Name and address)*
Celso Gonzalez Construction, Inc.
614 N. Conway
Mission, TX 78572

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Credit Unused Contingency Allowance **-(\$201.00)**

Credit Unused Steel Allowance **-(\$950)**

Credit Unused Rough Carpentry Allowance **-(\$389.14)**

Credit water meter fee paid by City **-(\$8,775.00)**

TOTAL DEDUCTIVE CHANGE ORDER AMOUNT **-(\$10,315.14)**

The original Contract Sum was	\$	1,725,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,725,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	10,315.14
The new Contract Sum including this Change Order will be	\$	1,714,684.86

The Contract Time will be increased by sixteen (16) days.

The new date of Substantial Completion will be November 12, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gignac & Associates
ARCHITECT *(Firm name)*

SIGNATURE

Raymond Gignac, AIA, Principal
PRINTED NAME AND TITLE

May 11, 2022
DATE

Celso Gonzalez Construction, Inc.
CONTRACTOR *(Firm name)*

SIGNATURE

Celso Gonzalez, President
PRINTED NAME AND TITLE

5-11-2022
DATE

City of Weslaco, Texas
OWNER *(Firm name)*

SIGNATURE

David Suarez, Mayor
PRINTED NAME AND TITLE

DATE



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5443
From:		
Subject: Discussion and consideration on Final Payment No. 15 for work completed in the amount of \$4,468 and the release of retainage in the amount of \$85,734.24 for the Weslaco North Side Sports Complex Project as submitted by Celso Gonzalez Construction, Inc. and certified by Gignac Architecture in the amount of \$89,978.84 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)		
Background: This item finalizes and completes the Weslaco North Side Sports Complex project contracted with Celso Gonzalez Construction. Certificate of Occupancy received on May 2022 .		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
OMAR RODRIGUEZ OMAR RODRIGUEZ VIDAL ROMAN Martin Garza		Created/Initiated Approved Approved New
City Manager Comments: Approve as recommended by the Parks and Recreation Director.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: PA #15 & Final - Weslaco N Side Sports Complex certified 05.13.22		
Responsibilities upon Approval:		

APPLICATION AND CERTIFICATE FOR PAYMENT

Payment Application 15 and final

OWNER: **City of Weslaco**
255 S. Kansas
Weslaco, Texas 78596

PROJECT: **Weslaco North Side Sports Complex**
320 East Mile 11 Road, Weslaco, Texas 78596
Date: **May 13, 2022**

CONTRACTOR: **Celso Gonzalez Construction, Inc.**
614 N. Conway
Mission, Texas 78572

ARCHITECT: **Gignac Architects, LLP**
3700 N. 10th, Ste 205
McAllen, Texas 78501

COMMENCEMENT DATE: **December 26, 2020**
COMPLETION DATE: **November 12, 2021**

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	1,725,000.00
2. Net change by Change Orders	\$	(10,315.14)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,714,684.86
4. TOTAL COMPLETED & STORED TO DATE	\$	1,714,684.86
5. RETAINAGE:		
a. <u>0%</u> of Completed Work	\$	-
b. _____ of Stored Material		
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	1,714,684.86
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	1,624,706.02
8. CURRENT PAYMENT DUE	\$	89,978.84
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	0.00

Change Order Summary	Additions	Deductions
Total changes approved in previous months by Owner	\$ 0.00	\$ -
Total approved this Month	\$ 0.00	\$ 10,315.14
Totals	\$ 0.00	\$ 10,315.14
Net Changes by Change Order	\$ (10,315.14)	

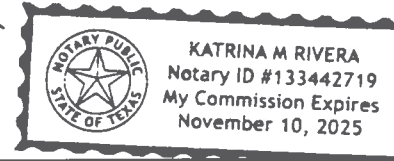
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: _____

State of **TEXAS**County of **HIDALGO**

Subscribed and sworn to and before

me this 13day of May2022Notary Public: Katrina RiveraMy Commission Expires: 11/10/25**Architect's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, 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 quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified

\$ **89,978.84**

Architect:

By: _____

Date: May 13, 2022

Weslaco Northside Sports Complex Schedule of Values

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION DATE: **May 13, 2022**

A	B	C	D	E	F	G		H	F
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED WORK	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED TO DATE	TOTAL % COMPLETED	BALANCE TO FINISH	Retainage 5%
			FROM PREVIOUS APPLICATION	THIS PERIOD					
	Mobilization, Insurance & Site Preparation								
1	General Conditions	\$ 25,100.00	\$ 25,100.00	\$ -	\$ -	\$ 25,100.00	100%	\$ -	\$ 1,255.00
2	Supervision and Construction Management	\$ 56,400.00	\$ 56,400.00	\$ -	\$ -	\$ 56,400.00	100%	\$ -	\$ 2,820.00
3	Contractor's Fee	\$ 133,000.00	\$ 133,000.00	\$ -	\$ -	\$ 133,000.00	100%	\$ -	\$ 6,650.00
4	Moblization, erosion control and temp fencing	\$ 5,500.00	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00	100%	\$ -	\$ 275.00
4	Construction Staking	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100%	\$ -	\$ 175.00
5	Payment & Performance Bond	\$ 21,500.00	\$ 21,500.00	\$ -	\$ -	\$ 21,500.00	100%	\$ -	\$ 1,075.00
6	Cert of Insurance, Gen. Lia. & WMC Insurance	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	100%	\$ -	\$ 600.00
7	Building Permit	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ 150.00	100%	\$ -	\$ 7.50
	Site Infrastructure and Site Work								
1	site clearing	\$ 12,500.00	\$ 12,500.00	\$ -	\$ -	\$ 12,500.00	100%	\$ -	\$ 625.00
2	mass grading	\$ 18,500.00	\$ 18,500.00	\$ -	\$ -	\$ 18,500.00	100%	\$ -	\$ 925.00
3	1" water line - material	\$ 630.00	\$ 630.00	\$ -	\$ -	\$ 630.00	100%	\$ -	\$ 31.50
4	1" water line - labor	\$ 945.00	\$ 945.00	\$ -	\$ -	\$ 945.00	100%	\$ -	\$ 47.25
5	2" water line - material	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00	100%	\$ -	\$ 25.00
6	2" water line - labor	\$ 820.00	\$ 820.00	\$ -	\$ -	\$ 820.00	100%	\$ -	\$ 41.00
7	6" water line, gate valve and backflow - material	\$ 10,550.00	\$ 10,550.00	\$ -	\$ -	\$ 10,550.00	100%	\$ -	\$ 527.50
8	6" water line, gate valve and backflow - labor	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	100%	\$ -	\$ 600.00
9	2" water meter - fees to North Alamo Water Supply	\$ 8,775.00	\$ -	\$ 8,775.00	\$ -	\$ 8,775.00	100%	\$ -	\$ 438.75
10	6" drainline splash pad to retention pond - material	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100%	\$ -	\$ 50.00
11	6" drainline splash pad to retention pond - labor	\$ 1,600.00	\$ 1,600.00	\$ -	\$ -	\$ 1,600.00	100%	\$ -	\$ 80.00
12	detention pond - labor	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100%	\$ -	\$ 1,500.00
13	retention pond w sodium betonite - m&l	\$ 20,500.00	\$ 20,500.00	\$ -	\$ -	\$ 20,500.00	100%	\$ -	\$ 1,025.00
14	10" PVC drain from retention to detention - material	\$ 575.00	\$ 575.00	\$ -	\$ -	\$ 575.00	100%	\$ -	\$ 28.75
15	10" PVC drain from retention to detention - labor	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100%	\$ -	\$ 50.00
16	18" HPP drain - material	\$ 8,800.00	\$ 8,800.00	\$ -	\$ -	\$ 8,800.00	100%	\$ -	\$ 440.00
17	18" HPP drain - labor	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	100%	\$ -	\$ 600.00
18	24" HPP drain - material	\$ 1,520.00	\$ 1,520.00	\$ -	\$ -	\$ 1,520.00	100%	\$ -	\$ 76.00

**Weslaco Northside Sports Complex
Schedule of Values**

A	B	C	D	E	F	G		H	F
ITEM NO	DESCRIPTION OF WORK	SCHEDULED WORK	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED TO DATE	TOTAL % COMPLETED	BALANCE TO FINISH	Retainage 5%
			FROM PREVIOUS APPLICATION	THIS PERIOD					
19	24" HPP drain - labor	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	100%	\$ -	\$ 100.00
20	24" RJT-RCP drain - material	\$ 8,800.00	\$ 8,800.00	\$ -	\$ -	\$ 8,800.00	100%	\$ -	\$ 440.00
21	24" RJT-RCP drain - labor	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	100%	\$ -	\$ 400.00
22	30" RJT-RCP drain - material	\$ 5,500.00	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00	100%	\$ -	\$ 275.00
23	30" RJT-RCP drain - labor	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%	\$ -	\$ 250.00
24	cast in place discharge structure - m&l	\$ 3,400.00	\$ 3,400.00	\$ -	\$ -	\$ 3,400.00	100%	\$ -	\$ 170.00
25	storm manhole - material	\$ 2,850.00	\$ 2,850.00	\$ -	\$ -	\$ 2,850.00	100%	\$ -	\$ 142.50
26	storm manhole - labor	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100%	\$ -	\$ 50.00
27	grate inlets - material	\$ 5,050.00	\$ 5,050.00	\$ -	\$ -	\$ 5,050.00	100%	\$ -	\$ 252.50
28	grate inlets - labor	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100%	\$ -	\$ 175.00
29	beehive inlets - material	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100%	\$ -	\$ 175.00
30	beehive inlets - labor	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100%	\$ -	\$ 175.00
31	concrete canasta - m&l	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	100%	\$ -	\$ 200.00
32	excavate and haul out material for paving	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	100%	\$ -	\$ 325.00
33	6" sub-base compaction	\$ 16,200.00	\$ 16,200.00	\$ -	\$ -	\$ 16,200.00	100%	\$ -	\$ 810.00
34	10" flex base	\$ 56,700.00	\$ 56,700.00	\$ -	\$ -	\$ 56,700.00	100%	\$ -	\$ 2,835.00
35	2 1/2" HMAC	\$ 90,610.00	\$ 90,610.00	\$ -	\$ -	\$ 90,610.00	100%	\$ -	\$ 4,530.50
36	stripping and HC signage	\$ 2,850.00	\$ 2,850.00	\$ -	\$ -	\$ 2,850.00	100%	\$ -	\$ 142.50
37	sidewalks and concrete flatwork	\$ 83,500.00	\$ 83,500.00	\$ -	\$ -	\$ 83,500.00	100%	\$ -	\$ 4,175.00
38	HMAC trails - subbase compaction	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00	100%	\$ -	\$ 425.00
39	HMAC trails - caliche base	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	100%	\$ -	\$ 1,000.00
40	HMAC trails - asphalt	\$ 42,850.00	\$ 42,850.00	\$ -	\$ -	\$ 42,850.00	100%	\$ -	\$ 2,142.50
	Restrooms								
1	Pad Preparation	\$ 5,600.00	\$ 5,600.00	\$ -	\$ -	\$ 5,600.00	100%	\$ -	\$ 280.00
2	Foundation - material	\$ 11,500.00	\$ 11,500.00	\$ -	\$ -	\$ 11,500.00	100%	\$ -	\$ 575.00
2	Foundation - labor	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00	100%	\$ -	\$ 90.00
3	CMU - material	\$ 14,500.00	\$ 14,500.00	\$ -	\$ -	\$ 14,500.00	100%	\$ -	\$ 725.00
4	CMU - labor	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100%	\$ -	\$ 500.00
5	structural steel, roof panels - materials	\$ 26,553.00	\$ 26,553.00	\$ -	\$ -	\$ 26,553.00	100%	\$ -	\$ 1,327.65
6	structural steel, roof panels - erection	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	100%	\$ -	\$ 750.00
7	concession overhead door	\$ 2,850.00	\$ 2,850.00	\$ -	\$ -	\$ 2,850.00	100%	\$ -	\$ 142.50
8	exterior doors	\$ 9,500.00	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00	100%	\$ -	\$ 475.00
9	splash guards	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ 300.00	100%	\$ -	\$ 15.00

**Weslaco Northside Sports Complex
Schedule of Values**

A	B	C	D	E	F	G		H	F
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED WORK	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED TO DATE	TOTAL % COMPLETED	BALANCE TO FINISH	Retainage 5%
			FROM PREVIOUS APPLICATION	THIS PERIOD					
10	plywood ceilings	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ 300.00	100%	\$ -	\$ 15.00
11	interior doors	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ 300.00	100%	\$ -	\$ 15.00
12	6" sanitary sewer and septic tank system	\$ 15,600.00	\$ 15,600.00	\$ -	\$ -	\$ 15,600.00	100%	\$ -	\$ 780.00
13	plumbing - sanitary sewer	\$ 11,500.00	\$ 11,500.00	\$ -	\$ -	\$ 11,500.00	100%	\$ -	\$ 575.00
14	plumbing - domestic water	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100%	\$ -	\$ 175.00
15	plumbing - plumbing fixtures	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	100%	\$ -	\$ 2,000.00
16	plumbing - water heater	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	100%	\$ -	\$ 100.00
17	sealed concrete	\$ 1,375.00	\$ 1,375.00	\$ -	\$ -	\$ 1,375.00	100%	\$ -	\$ 68.75
18	door hardware	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	100%	\$ -	\$ 325.00
19	restroom accessories	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100%	\$ -	\$ 175.00
20	handrails	\$ 850.00	\$ 850.00	\$ -	\$ -	\$ 850.00	100%	\$ -	\$ 42.50
21	painting	\$ 12,500.00	\$ 12,500.00	\$ -	\$ -	\$ 12,500.00	100%	\$ -	\$ 625.00
22	cabinets	\$ 1,550.00	\$ 1,550.00	\$ -	\$ -	\$ 1,550.00	100%	\$ -	\$ 77.50
23	countertops	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100%	\$ -	\$ 175.00
	Pump House								
1	Pad Preparation	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	100%	\$ -	\$ 60.00
2	Foundation - material	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	100%	\$ -	\$ 60.00
3	Foundation - labor	\$ 650.00	\$ 650.00	\$ -	\$ -	\$ 650.00	100%	\$ -	\$ 32.50
4	CMU - material	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -	\$ 125.00
5	CMU - labor	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	100%	\$ -	\$ 150.00
6	pre-engineered trusses	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100%	\$ -	\$ 50.00
7	roof panels, trim and erection	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100%	\$ -	\$ 75.00
8	door and frame	\$ 1,350.00	\$ 1,350.00	\$ -	\$ -	\$ 1,350.00	100%	\$ -	\$ 67.50
	Dumpster								
1	Pad Preparation	\$ 1,600.00	\$ 1,600.00	\$ -	\$ -	\$ 1,600.00	100%	\$ -	\$ 80.00
2	Foundation - material	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	100%	\$ -	\$ 100.00
3	Foundation - labor	\$ 900.00	\$ 900.00	\$ -	\$ -	\$ 900.00	100%	\$ -	\$ 45.00
4	CMU - material	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100%	\$ -	\$ 50.00
5	CMU - labor	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100%	\$ -	\$ 50.00
6	gates	\$ 2,122.00	\$ 2,122.00	\$ -	\$ -	\$ 2,122.00	100%	\$ -	\$ 106.10
7	bollards	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ 750.00	100%	\$ -	\$ 37.50
	Basketball, Tennis and Volleyball Courts								

**Weslaco Northside Sports Complex
Schedule of Values**

A	B	C	D	E	F	G		H	F
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED WORK	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED TO DATE	TOTAL % COMPLETED	BALANCE TO FINISH	Retainage 5%
			FROM PREVIOUS APPLICATION	THIS PERIOD					
1	BB Pad Preparation	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	100%	\$ -	\$ 200.00
2	BB Foundation	\$ 16,200.00	\$ 16,200.00	\$ -	\$ -	\$ 16,200.00	100%	\$ -	\$ 810.00
3	BB court stripping	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	100%	\$ -	\$ 60.00
4	BB court - installation of accessories	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100%	\$ -	\$ 50.00
6	BB court - accessories	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100%	\$ -	\$ 75.00
6	volley court - concrete curb	\$ 5,500.00	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00	100%	\$ -	\$ 275.00
7	volley court - sand	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100%	\$ -	\$ 250.00
8	volley court - installation of accessories	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100%	\$ -	\$ 50.00
9	volley court - accessories	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100%	\$ -	\$ 75.00
10	tennis court - pad preparation	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	100%	\$ -	\$ 300.00
11	tennis court - post tension concrete slab - material	\$ 64,500.00	\$ 64,500.00	\$ -	\$ -	\$ 64,500.00	100%	\$ -	\$ 3,225.00
12	tennis court - post tension concrete slab - labor	\$ 10,500.00	\$ 10,500.00	\$ -	\$ -	\$ 10,500.00	100%	\$ -	\$ 525.00
13	tennis court - court overlay and striping	\$ 12,800.00	\$ 12,800.00	\$ -	\$ -	\$ 12,800.00	100%	\$ -	\$ 640.00
14	tennis court - fencing	\$ 31,500.00	\$ 31,500.00	\$ -	\$ -	\$ 31,500.00	100%	\$ -	\$ 1,575.00
15	tennis court - accessories	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	100%	\$ -	\$ 375.00
Electrical Services									
1	Underground cabling, conduit, trenching - material	\$ 40,078.00	\$ 40,078.00	\$ -	\$ -	\$ 40,078.00	100%	\$ -	\$ 2,003.90
2	Underground cabling, conduit, trenching - labor	\$ 17,000.00	\$ 17,000.00	\$ -	\$ -	\$ 17,000.00	100%	\$ -	\$ 850.00
3	Gear - elect panels / comm. meter pedestal - material	\$ 11,540.00	\$ 11,540.00	\$ -	\$ -	\$ 11,540.00	100%	\$ -	\$ 577.00
4	Gear - elect panels / comm. meter pedestal - labor	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	100%	\$ -	\$ 350.00
5	light fixtures - materials	\$ 72,382.00	\$ 72,382.00	\$ -	\$ -	\$ 72,382.00	100%	\$ -	\$ 3,619.10
6	light fixtures - labor	\$ 24,000.00	\$ 24,000.00	\$ -	\$ -	\$ 24,000.00	100%	\$ -	\$ 1,200.00
7	light poles - materials	\$ 21,000.00	\$ 21,000.00	\$ -	\$ -	\$ 21,000.00	100%	\$ -	\$ 1,050.00
8	light poles - labor	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	100%	\$ -	\$ 350.00
9	Direct Job Expense & equipment rental	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100%	\$ -	\$ 1,500.00
10	transformer pad	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	100%	\$ -	\$ 75.00
11	light pole bases	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	100%	\$ -	\$ 1,750.00
Miscellaneous Items									
1	fire extinguishers	\$ 125.00	\$ 125.00	\$ -	\$ -	\$ 125.00	100%	\$ -	\$ 6.25
2	prepare the splash pad	\$ 2,350.00	\$ 2,350.00	\$ -	\$ -	\$ 2,350.00	100%	\$ -	\$ 117.50
3	plaque	\$ 1,850.00	\$ 1,850.00	\$ -	\$ -	\$ 1,850.00	100%	\$ -	\$ 92.50

**Weslaco Northside Sports Complex
Schedule of Values**

A	B	C	D	E	F	G		H	F
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED WORK	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED TO DATE	TOTAL % COMPLETED	BALANCE TO FINISH	Retainage 5%
			FROM PREVIOUS APPLICATION	THIS PERIOD					
4	amphitheater stage pavers	\$ 4,350.00	\$ 4,350.00	\$ -	\$ -	\$ 4,350.00	100%	\$ -	\$ 217.50
5	installation of exercise equipment	\$ 8,500.00	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00	100%	\$ -	\$ 425.00
6	irrigation - sleeves	\$ 5,400.00	\$ 5,400.00	\$ -	\$ -	\$ 5,400.00	100%	\$ -	\$ 270.00
7	irrigation - mainline	\$ 23,000.00	\$ 23,000.00	\$ -	\$ -	\$ 23,000.00	100%	\$ -	\$ 1,150.00
8	irrigation - valves	\$ 20,600.00	\$ 20,600.00	\$ -	\$ -	\$ 20,600.00	100%	\$ -	\$ 1,030.00
9	irrigation - laterals	\$ 18,000.00	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00	100%	\$ -	\$ 900.00
10	irrigation - sprinkler heads	\$ 23,000.00	\$ 23,000.00	\$ -	\$ -	\$ 23,000.00	100%	\$ -	\$ 1,150.00
11	irrigation - pump	\$ 19,000.00	\$ 19,000.00	\$ -	\$ -	\$ 19,000.00	100%	\$ -	\$ 950.00
12	irrigation - controller	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	100%	\$ -	\$ 225.00
13	landscaping - maintenance period	\$ 4,850.00	\$ 4,850.00	\$ -	\$ -	\$ 4,850.00	100%	\$ -	\$ 242.50
14	landscaping - fine grading	\$ 7,250.00	\$ 7,250.00	\$ -	\$ -	\$ 7,250.00	100%	\$ -	\$ 362.50
15	landscaping - hydromulch	\$ 16,500.00	\$ 16,500.00	\$ -	\$ -	\$ 16,500.00	100%	\$ -	\$ 825.00
16	landscaping - trees/palms	\$ 22,500.00	\$ 22,500.00	\$ -	\$ -	\$ 22,500.00	100%	\$ -	\$ 1,125.00
17	landscaping - bedding plants	\$ 13,000.00	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00	100%	\$ -	\$ 650.00
18	landscaping - wood mulch/edging/DG	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	100%	\$ -	\$ 400.00
19	landscaping - tree protection fencing/staking	\$ 5,500.00	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00	100%	\$ -	\$ 275.00
Allowances									
1a	Allowance 1 - Contingency	\$ 1,540.14	\$ -	\$ 1,540.14	\$ -	\$ 1,540.14	100%	\$ -	\$ 77.01
1b	Allowance 1 - add trails and sidewalk	\$ 52,122.00	\$ 52,122.00	\$ -	\$ -	\$ 52,122.00	100%	\$ -	\$ 2,606.10
1c	Allowance 1 - disking open fields	\$ 12,000.00	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	100%	\$ -	\$ 600.00
1d	Allowance 1 - car stops and plaque	\$ 4,869.86	\$ 4,869.86	\$ -	\$ -	\$ 4,869.86	100%	\$ -	\$ 243.49
1e	Allowance 1 - elect. and mechanical room enclose	\$ 4,468.00	\$ -	\$ 4,468.00	\$ -	\$ 4,468.00	100%	\$ -	\$ 223.40
2	Credit to owner for used funds	\$ (10,315.14)	\$ -	\$ (10,315.14)	\$ -	\$ (10,315.14)	100%	\$ -	\$ (515.76)
3	Allowance 3 - MEP/Civil	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
4	Allowance 4 - Structural Steel	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5	Allowance 5 - Concrete Steel	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
6	Allowance 6 - Rough Carpentry	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
Contract Sum =		\$ 1,714,684.86	\$ 1,710,216.86	\$ 4,468.00	\$ -	\$ 1,714,684.86	100%	\$ -	\$ 85,734.24



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5485
From:		
Subject: Discussion and consideration to authorize a potential facility expansion to the Boys and Girls Club of Weslaco to include any request for inkind contributions and off-site engineering services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New
City Manager Comments: Approve permission to allow for expansion of the facility, however the funding is solely the responsibility of the Boys & Girls Club.		
Staff Recommendation:		
Attachments, if any: WESLACO-Request for City Support		
Responsibilities upon Approval:		



300 N. Airport Dr. Suite B
Weslaco, TX 78596
(956) 973-1610

E-mail: bgccllopez@hotmail.com

Board of Directors:

Carlos Robledo,
Board President

Andrew Gonzalez,
Vice-President

Joe Salazar,
Oscar Caballero

Ben Castillo
Alex Livas

Andres Cantu
Thelma Solis

Mary Gallardo Lopez,
Chief Executive Officer

May 27, 2022

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

Re: Boys & Girls Club of Weslaco-Facility Expansion

Dear Mayor Suarez:

On behalf of the **Boys & Girls Club of Weslaco**, thank you for your continued support and commitment to the 2,500 children we serve each year. For the past 10 years, we have been working together to provide high-quality youth development programs during out of school times, including afterschool and the summer months.

Nevertheless, after 10 yrs. of dedicated service in the City of Weslaco, we come to you because we need your help! Our current facility is not big enough to accommodate the community demand for services, and we must enforce registration limits each term.

In response, we are pursuing a facility expansion project to add dedicated teen space, and additional administrative offices. This would allow for a safe and dedicated space for teens, while clearing up space for younger club members.

However, in order to continue with this project, we request the following:

1. Formal permission to pursue this Project, 2. Resources in the form of an engineer to help draft the plans and renderings for this project.

In addition, although we are already pursuing other viable sources, we would like to extend the City of Weslaco the opportunity to make a financial commitment to this project.

Thank you for your continued support of the Boys & Girls Club of Weslaco, if you should have any question or need additional information, please do not hesitate to call me at (956) 973-1610, or via email bgccllopez@hotmail.com.

Sincerely,

Mary Lopez Gallardo
Maria T. Gallardo
Chief Executive Officer
Boys & Girls Club of Weslaco

Cc. Mayor Pro-Tem Josh Pedraza
Commissioner Leo Muñoz
Commissioner Greg Kerr
Commissioner Letty Lopez
Commissioner Jose "JP" Rodriguez
Commissioner Adrian Farias
County Commissioner David Fuentes



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5475	
From:			
Subject: Discussion and consideration to authorize an emergency purchase through TRANE'S Buy Board Contract #631-20 to replace and install one 30 ton air-cooled condensing unit at City Hall for an amount not to exceed \$42,240 from the building depreciation fund and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)			
Background: The roof top package unit #1 has reached its useful life and no longer holds refrigerant gas. One compressor is no longer serviceable and the coils are too eroded and need to be replaced. The recommended solution is to replace the complete unit at this time. This unit is original equipment installed in the 2005 building renovation. A budget amendment will be needed and will be presented by the Finance Department during the end of the year budget amendments.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ OMAR RODRIGUEZ VIDAL ROMAN Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Parks and Recreation Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: TRANE Weslaco City Hall RTU1 Replacement - 7006297, TRANE 22_9276625_WESLACO_CITY_HALL_Jimenez__Baltazar__05_27_2022_10_25_PM_ FieldReport_1, TRANE 22_9276625_WESLACO_CITY_HALL_Jimenez__Baltazar__05_27_2022_10_25_PM_ FieldReport_1 photos			

Responsibilities upon Approval:
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BUYBOARD # 631-20

Trane U.S. Inc. dba Trane
1240 North Vo Tech Drive
Weslaco, Texas 78596
Phone: (956) 447-1790
Fax: (956) 969-0769

June 3, 2022

Omar Rodriguez
Weslaco City Of
1912 Joe Stevens Ave
Weslaco, Texas 78596-7859 U.S.A.
(956) 376-9255
Omar Rodriguez <orodriguez@weslacotx.gov>

Site Address:
Weslaco City Hall
500 South Kansas Avenue
Weslaco, Texas 78596
United States

ATTENTION: Omar Rodriguez

PROJECT NAME: Weslaco City Hall RTU1 Replacement

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

Weslaco City Hall

The following "Covered Equipment" will be serviced at Weslaco City Hall:

Equipment	Qty	Manufacturer	Model Number	Serial Number
20-60 Ton Air-Cooled Condensing Unit	1	Trane	RAUCC30EBY	C05E03760

SCOPE OF SERVICE

Trane proposes labor and material to replace 30 ton condensing unit located at Weslaco City Hall.

SERVICE FLOWS

- Lock and tag out electrical.
- Disconnect electrical and Trane controls wiring from unit.
- Crane services to remove existing and install new.
- Flush line sets to work with new refrigerant R410A.
- Replace expansion valves to work with new refrigerant R410A.
- Connect lines to new condensing unit.
- Pre charge condensing unit.
- Connect electrical and controls to new Trane unit.
- Remove lock and tag out on electrical.
- Start unit and check for proper operation.

NEW EQUIPMENT PROPOSED

Tag Data - Air-Cooled Condensing Units (Commercial) (Qty: 1)

Qty	Description	Model Number
1	30 Ton Air-Cooled Condensing Unit	RAUJC30EB

Product Data - Air-Cooled Condensing Units (Commercial)

Condenser: Air-cooled
R-410A refrigerant
30 ton unit
200 Volt 60 Hertz 3 Phase
cULus approval
Non-fused disconnect switch
Suction service valve
Neoprene isolators (unit) (Fld)
Refrigerant warranty 1st year only
Hot gas bypass valve (Fld)
Low ambient damper kit (Fld)
Startup By Trane
Refrigerant Specialties (Fld)
2nd-5th Year replacement compressor warranty – no labor
1st Year Parts and Labor warranty whole unit



PROPOSAL NOTES/ CLARIFICATIONS

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer
- Separate 110V circuit is not included in this proposal
- Anything not specifically listed within this proposal will not be provided
- No temporary cooling included in this proposal.
- Trane will utilize existing conduits, wiring, panels, relays etc. as needed to make a complete functioning system.

PRICING AND ACCEPTANCE

TOTAL PRICE:.....\$42,240.00

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from June 3, 2022.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Jose Rivera
Account Manager
Cell: (210) 792-1172

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Jose M Rivera	Cell: (210) 792-1172 Office: (210) 792-1172
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: TACLA00022361C

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

- 6. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
- 7. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
- 8. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
- 9. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
- 10. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
- 11. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
- 12. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.
- 13. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.
- 14. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
- 15. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).
- 16. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.
- 17. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.
- 18. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.
- 19. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company**

unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1019)
Supersedes 1-26.251-10(0315)

1-10.48 (0821)
Supersedes 1-10.48 (072)



Building Services

Rio Grand Valley - Service
1240 N VOTECH STE G
WESLACO, TX 78596

Tel: 956-447-1790
Fax: 956-969-0769
License:

FIELD REPORT

Location Name Weslaco City Hall 500 South Kansas Avenue WESLACO, TX 78596	Service Call 22-9276625 Technician Name Jimenez, Baltazar	Date 05-27-2022 Account Manager RAYMOND GIVILANCZ
Contact/Phone: -		Call Type: T&M
Scope Description RTU DOWN	Scope Complete? Yes	Sales Follow-up Required? No Reason:

WORK PERFORMED**Mod#/Ser#/Mfg/Tag#**

RAUCC30EBY03ABD000020, C05E03760, Trane, :

Technician: Baltazar Jimenez**Quality Task Code:****Date:** 05-27-2022**Sample Taken:** No**Work Activity:****Work Performed Details:**

Checked in with customer and gained access to rooftop. Checked incoming power and found compressor circuit breakers tripped. Unit was calling for cooling. Had a break in low voltage which did not allow unit to engage. Checked for a direct short from each of the compressor. Did not find one. After troubleshooting found low pressure switch open causing low voltage break. Checked pressures and unit was at 0 psi / flat. Condenser coil is extremely deteriorated and copper elbows are brittle. Do not recommend leak fix on condenser coil due to wear and tear. Indication of leak is visible with refrigerant stains. Compressors may also be mechanically damaged due to both tripping their independent circuit breaker. Compressors are tandem and share same line set. Unit may have been running without refrigerant causing tripping point on each circuitbreaker. Spoke with customer about issues and recommend replacing unit. Will be submitting a proposal for replacement.

Tasks Performed:**PARTS MATERIALS**

Source	Qty	Part#	Description
--------	-----	-------	-------------

BAS ONLY: Was a backup copy made for the customer? No **REFRIGERANT ACTIVITY:** Did Refrigerant Activity occur? No

SURCHARGES**Date:****EXPENSES****Date:****LABOR**

Date	Technician	Travel Time		Mobilization		Diagnostics		Work		Reg Time	Overtime	Prem Time	
		h	m	h	m	H	m	h	m	h	m	h	m
05-27-2022	Jimenez, Baltazar	0	0	0	0	0	0	4	30	4	30	0	0
05-27-2022	Jimenez, Baltazar	0	0	0	0	0	0	0	15	0	15	0	0
Total		0	0	0	0	0	0	4	45	4	45	0	0

Customer Name:**Customer PO:** OMAR RODRIGUEZ
956-821-0054**Technician Name:** Jimenez, Baltazar**Date:** 05-27-2022**Signature Available** No**Reason:** Customer Not Available[Link to your Trane service information](#)

Services described were performed as a part of the terms of this document.

TERMS AND CONDITIONS ? QUOTED SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against

claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability \$2,000,000 per occurrence

Automobile Liability \$2,000,000 CSL

Workers Compensation Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

Job Summary

Work Order

A22-7218897, 22-9276625

Location

500 South Kansas Avenue, WESLACO

Completed By

Baltazar Jimenez

Customer

Weslaco City Hall

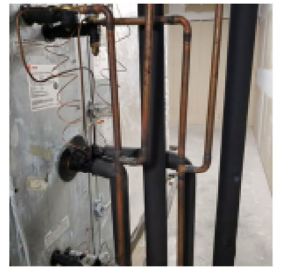
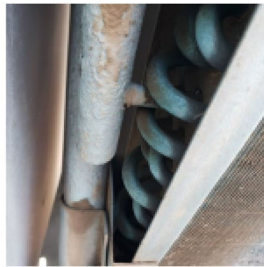
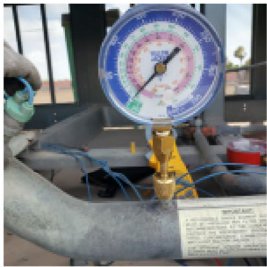
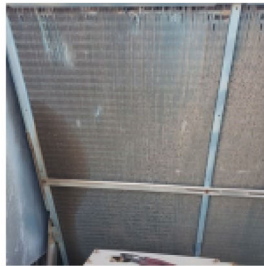
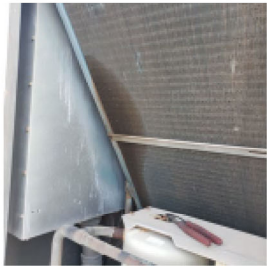
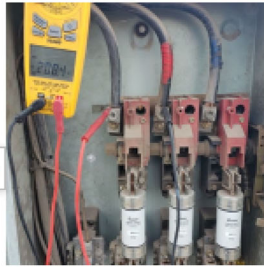
Completed

May 27, 2022 at 4:56:37 PM

May 27, 2022

Coastal Bend - Service Call

Customer - Work Performed





Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5470	
From:			
Subject: Discussion and consideration to purchase a Chlorine Dioxide Control Cabinet from a sole source vendor at a price not to exceed \$42,922 budgeted through ARPA funds and authorize the Mayor to execute any related documents. Possible action. (Staffed by Inframark.)			
Background:			
Funding Source (budget code, if applicable): ARPA funds			
Amount: \$42,922	Term of Impact:	Identified in Current Budget: Yes	
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):			
SONIA FLORES VIDAL ROMAN Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Finance Director.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: Chlorine Dioxide Control Cabinet PLC Replacement Justification, QUOTE AND SOLE SOURCE			
Responsibilities upon Approval:			

Quilantan, George

From: Brandon Bischoff <Brandon@tmbwater.com>
Sent: Wednesday, June 1, 2022 8:20 AM
To: Quilantan, George
Subject: Weslaco - PLC Replacement Justification

George,

As discussed in the past, the chlorine dioxide generators will need the PLC control cabinets upgraded. The generators were purchased used and refurbished with the existing PLC technology. The PLC and HMI on the generators are obsolete and can not be replaced if they were to fail. TMB has designed a new replacement cabinets that will update the generators with newer and better technology that can be supported in any circumstance; ex: lightning strike, analog card failure, failure of HMI, etc.

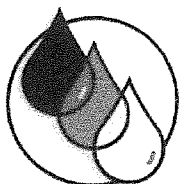
The current HMI's on both generators are showing signs of age and could fail at anytime. If the HMI were to lose the screen display, the generator could not be operated. One of the HMI's memory is not retaining inputs as it has to be reprogrammed from time to time. This is very critical that we address this before they fail.

Please feel free to contact me if you need additional supporting information.

Thanks,

Brandon M. Bischoff
Thornton, Musso & Bellemin
Water Treatment Consultants

Cell: 936-870-5420
Brandon@tmbwater.com



Thornton, Musso, & Bellemin, Inc.
WATER TREATMENT CONSULTANTS

(225) 654-4955
FAX: (225) 654-9533

Post Office Box 181
Zachary, LA 70791

May 24, 2022

To: Mr. George Quilantan

Inframark – City of Weslaco
2500 N. Texas Blvd.
Weslaco, TX 78599

Re: Quote for Chlorine Dioxide Control Cabinet

Mr. Quilantan,

Per our discussions, please see the below pricing for the control cabinet. If you have any questions, please contact me.

Pricing		
Item	Qty	Price
Chlorine Dioxide Control Cabinet		
- Hoffman Enclosure Nema 4X		
- Flow Pacing		
- PLC with HMI Interface		
- Booster Pump Integration		
- Alarm Conditions – Vacuum and Motive Water Flow		
- Installation and Set Up		
- Freight	2	\$42,922
Total		\$42,922

If you should have any questions or need further information, please feel free to contact me at 936-870-5420.

Sincerely,

Brandon Bischoff
Thornton, Musso and Bellemin, Inc.
brandon@tmbwater.com

MRP

CITY OF WESLACO



SOLE SOURCE / EMERGENCY PURCHASE FORM

This form must be completed and attached to any requisition with only one vendor quotation.

Explanation of Purchase from a Sole Source

This purchase is from a sole source for the following reason(s) (check all that apply):

- ☐ There is no competitive product. The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an artwork. An item that is manufactured by a company and sold through several distributors is not a sole source since quotations can be obtained through several distributors.
- ☐ The product is only available from a regulated or natural monopoly. For example, utilities, gravel from the only pit in the area, or some similar situation.
- ☒ The product is a component of an existing system that is only available from one supplier. The replacement of a component or a repair part may only be available from the original supplier.

Explanation of an Emergency Purchase

This form should be completed and attached to all requisitions where the purchase was an emergency, and three quotes were not obtained.

This purchase was considered an emergency for the following reason(s) (check all that apply):

- ☐ Public calamity: The prompt purchase of items was required to provide for the needs of the public or to preserve the property of the City of Weslaco;
- ☐ The item was necessary to preserve or protect the public health or safety of residents of the City of Weslaco.
- ☐ The item was made necessary by unforeseen damage to public property.
- ☐ The item had to be dismantled in order for a vendor to make an estimate.

Department Head Signature: G. Gelf Date: 5-15-2022

FOR PURCHASING DIVISION USE ONLY:

Requisition No. _____ Purchase Order No. _____





Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5477	
From:			
Subject: Discussion and consideration to approve an increase to PO# 21-4459 from \$194,640 to \$201,540 for the purchase of 2023 Freightliner with Peterson Grapple Truck and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: The steel body of the truck is the company adding the additional cost. Attached is a letter from Peterson, stating why they increased the cost. A budget amendment will be needed and will be presented at the end of the year budget amendments by the Finance Department.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Pete Garcia VIDAL ROMAN Martin Garza		Created/Initiated Approved Approved New	
City Manager Comments: Approve as recommended by the Public Works Director and Deputy Director.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2022 Grapple Truck Increase, Grapple Truck Purchase Order 21-4459, Final PA 6-3-2022 Invoice, Letter for pricing (Peterson) 2022, Original Quote TL3 40yd Doggett 05.04.21 (3), agenda - abridge action 6.2.21			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

Date: June 7, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: PRICE INCREASE GRAPPLE TRUCK

Cc: Martin Garza, Interim City Manager
Vidal Roman, Finance Director

Public Works is requesting authorization to increase PO# 21-4459 from \$194,640 to \$201,540. In the meeting of June 1, 2021, city commission approved the purchase of a 2023 Freightliner truck with a Peterson grapple body. We have 3 vendors involved in this purchase, Doggett which is the vendor for the Freightliner truck (Chassis), Peterson the grapple body manufacturer and Texas Pack and Load the authorized dealer to sell Peterson in Texas. Peterson is the company that is proposing the increase due the price of steel, supply chain, fuel to deliver the unit, etc. The truck is scheduled to be delivered June 2022 and Doggett Freightliner is requesting the PO to be increased so the invoice can be sent and at the time of delivery.

Staff recommends approval.

CITY OF WESLACO

PURCHASE ORDER

255 SOUTH KANSAS AVENUE

WESLACO, TEXAS 78596

FINANCE DEPARTMENT

956.968.3181

www.weslacotx.gov

Order Date

06/16/2021

Delivery Date

Terms

NET 30 DAYS

Requisition Number

21-4459

V E N D O R	DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC	S H I P T O	CITY OF WESLACO - PUBLIC WORKS
	3103 N. CAGE BLVD.		1912 JOE STEPHENS AVENUE
	PHARR, TX 78577		WESLACO, TX 78596
			PETE GARCIA JR.

Account	Quantity	Description of Articles or Service	Unit Price	Amount
40-5336-55424	1	2023 FREIGHTLINER M2-106 40 YD GRAPPLE TRUCK	191,548.00	191,548.00
40-5336-55424	0	EXTENDED WARRANTY 5 YEARS/150,000 MILES ENGINE	0.00	1,740.00
40-5336-55424	0	EXTENDED WARRANTY 5 YEARS/150,000 MILES AFTERTREAT	0.00	760.00
40-5336-55424	0	EXTENDED WARRANTY 5 YEARS/UNLIMITED MILES TRANSMIS	0.00	592.00
		FOR CITY OF WESLACO BRUSH DEPARTMENT		
		AS STATED ON RFB NO.: 2020-21-22		
		APPROVED BY CITY COMMISSION ON: 6/1/2021		
TOTAL				194,640.00

IMPORTANT INSTRUCTIONS AND CONDITIONS

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

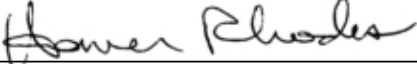
Mail Invoice and Bill of Lading, rendered separate for each order to City of Weslaco, Accounting Dept., 255 S. Kansas Avenue, Weslaco, Texas 78596

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

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

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

CITY OF WESLACO

BY 
FINANCE DEPARTMENT

Tax Exempt Number: 17460025442

Purchase Order No.: 21-4459

**DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC**

PHYSICAL ADDRESS: 3103 N. CAGE BLVD. - PHARR, TX 78577

MAILING ADDRESS: P.O. BOX 670688 - HOUSTON, TX 77267

PHONE - 9567828202

PURCHASE AGREEMENT: VM103005373

BILL TO

CITY OF WESLACO - 78640

255 S KANSAS AVE

WESLACO TX 78596

P: (956) 968-3181

F:

DELIVER TO

CITY OF WESLACO - 78640

255 S KANSAS AVE

WESLACO TX 78596

P: (956) 968-3181

F:

DATE	SALE TYPE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	TERMS	CUSTOMER REFERENCE
6/3/2022	RTL	QUOTE	5/10/2022	5/10/2022	MARK BRUNNEMANN	VCASH	21-4459

UNIT(S) FOR SALE

UNTID	YR - MAKE - MODEL	SERIAL NUMBER	PRICE
507196	2023 - FREIGHTLINER - M2106	1FVHCYFE9PHNY8556	98,548.00
	Texas Pack + Load Peterson TL-3 Loader		99,900.00
	Extended Warrantv 5 Year/150.000 Mile Engine HD1		1,740.00
	Extended Warrantv 5Year/150.000 Mile Aftertreatment		760.00
	Extended Warrantv 5Year/Unlimited Transmission		592.00

Sales Price	98,548.00
Additional Equipment	+ 102,992.00
Federal Excise Tax	+ 0.00
Dealer's Inventory Tax	+ 0.00
State and Local Taxes	+ 0.00
License and Bridge Fees	+ 0.00
Emissions Fee	+ 0.00
Title Fees	+ 0.00
Inspection Fees	+ 0.00
Extended Service Plans	+ 0.00
Documentary Fees	+ 0.00
Subtotal	= 201,540.00
Less Trade Allowance	- 0.00
Trade Payoff	+ 0.00
Less Deposit or Down Payment	- 0.00
Unpaid Balance/Amount to Finance	= 201,540.00

x _____
 Buyer Signature _____ Date _____

x _____
 Seller Signature _____ Date _____

PURCHASE AGREEMENT

1. As used in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) Manufacturer shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally that Dealer does not manufacture motor vehicles and that certain contractual relationships exist between Dealer and Manufacturer with respect to new motor vehicles.
2. These Terms and Conditions shall govern the sale of motor vehicles ("Purchased Unit(s)") by Dealer to Purchaser. Dealer's performance and prices are expressly conditioned on these terms and conditions. This document shall be the final, complete, and exclusive agreement between the parties and may not be modified, amended, supplemented, explained, or waived by parol evidence, Purchaser's purchase order, a course of dealings, custom or trade usage, prior representations, Dealer's performance or delivery, Dealer's catalogs, circulars or other promotional material, or in any other way except in writing signed by Dealer's Authorized Representative. Dealer's Authorized Representative shall mean Dealer's Vice-President, General Counsel, Chief Financial Officer, or President.
3. Purchaser agrees to complete one of the following, and agrees that despite delivery of the Purchased Unit(s) to Purchaser, title to the Purchased Unit(s) shall remain with Dealer until Purchaser completes one of the following: (1) pay the balance due, as shown on this Order, in cash or (2) execute a Time Sales Agreement (Retail Installment Contract), or (3) execute a Loan Agreement for the purchase price of the Purchased Unit(s) plus additional charges shown herein, or (4) execute a lease agreement, on or before delivery of the Purchased Unit(s). Purchaser and Dealer agree that this Order is not a security agreement and that delivery of the Purchased Unit(s) to the Purchaser pursuant to this Order will not constitute possession of the Purchased Unit(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Order.
4. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the Purchased Unit(s) ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price (or any other pricing) of such motor vehicle to Purchaser accordingly. If such cash delivered price (or any other pricing) is increased by Dealer by five percent (5%) or more, Purchaser's sole remedy is to cancel this Order, in which event if a used motor vehicle has been traded in as a part of the consideration for such new Purchased Unit(s), such used motor vehicle shall be returned to Purchaser upon payment by Purchaser to Dealer of all storage and repair cost incurred or, if such used motor vehicle has been previously sold by Dealer, the amount received for such sale by Dealer, less a selling commission of 15% and any cost or expense incurred in storing, repairing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser. **Purchaser waives all other claims for any damages resulting from a manufacture's change in pricing and/or a related cancellation.**
5. If a used motor vehicle(s) which has been traded in as a part of the consideration for the motor vehicle ordered hereunder (such traded vehicle being a ("Trade In(s)"), is not to be delivered to Dealer until delivery to Purchaser of such Purchased Unit(s), the Trade In(s) shall be reappraised at that time and such reappraised value shall determine the allowance to be made for such Trade In(s). If such reappraised value is lower than the original allowance shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel only the trade; however, Purchaser shall nevertheless remain fully liable for the purchase of the Purchased Unit(s). Additionally, Dealer shall **not** be obligated to accept any Trade In(s) from Purchaser which are not reflected on this Order. In the event that Purchaser offers Trade Ins not reflected on this Order, Dealer shall have no obligation whatsoever to accept any such Trade Ins and Purchaser shall remain fully responsible for all obligations of Purchaser as set forth in this Order.
6. Purchaser agrees to deliver evidence satisfactory to Dealer of title to any Trade In(s) as a part of the consideration for the Purchased Unit(s) ordered hereunder in advance but in no case later than at the time of delivery of such Trade In(s) to Dealer. Purchaser warrants any such Trade In(s) to be owned wholly by Purchaser free and clear of all liens and encumbrances except as otherwise noted herein, and deemed acceptable by Dealer. Purchaser further warrants that for any Trade In, the Exhaust Emission System or any of its components have not been deleted, removed, or altered in any way from its factory-built state and that each Trade In will meet the emission standard in place as of the manufacture date. Purchaser understands that Dealer is relying on Purchaser's statement as a materia representation, and thus **Purchaser hereby agrees to indemnify, defend and hold harmless Dealer from all damages, expenses, fees and costs (including attorney's fees) that Dealer incurs in the event that this representation is inaccurate or untrue.**
7. Unless this Order has been cancelled by Purchaser in accordance with the terms of this Agreement, Dealer shall have the right upon failure or refusal of Purchaser to accept delivery of the Purchaser Unit(s) ordered in accordance with the terms herein, to seek all remedies provided to Dealer by law (including specific performance), in addition to Dealer's attorneys' fees and costs and expert fees. In addition, Dealer may assess Purchaser a restocking fee of twenty percent (20%) of the Purchased Unit(s) sales price which shall be due immediately. Additionally, in the event a Trade In(s) has been delivered to Dealer, such Trade In(s) may be sold by Dealer, and the proceeds of any such sale may then be used to reimburse Dealer for any payments due to Dealer (or any damages incurred by Dealer, if applicable).
8. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have the option, but no obligation to Purchaser, to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
9. Dealer shall not be liable for failure to deliver or for any delay in delivering the Purchased Unit(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer and which is not due solely to the willful misconduct of Dealer. Any such delays not caused solely by Dealer's willful misconduct shall affect a corresponding extension of Dealer's performance dates which are, in any event, understood to be approximate. If acts or omissions of Purchaser delay Dealer's performance, Purchaser shall reimburse Dealer for any increased cost or expenses resulting therefrom and extend the time of performance.
10. **PURCHASER AGREES THAT IN NO EVENT SHALL DEALER BE LIABLE FOR ANY DAMAGES RELATED TO: LOSS OF USE OF THE PURCHASED VEHICLE(S), LOSS OF TIME, REPLACEMENT OR RENTAL VEHICLES, LODGING, OR ANY OTHER INCIDENTAL, RESERVOIR, SPECIAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES FOR LATE PERFORMANCE OR FAILURE TO PERFORM WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER DEALER HAS BEEN ADVISED OF SUCH DAMAGES. ADDITIONALLY, notwithstanding any other provision to the contrary, IN NO EVENT SHALL DEALER'S LIABILITY TO PURCHASER EXCEED THE PURCHASE PRICE OF THE PURCHASED VEHICLE(S) REGARDLESS OF LEGAL THEORY UPON WHICH DEALER'S ALLEGED LIABILITY IS BASED (WHETHER SOUNDING IN TORT, CONTRACT, OR OTHERWISE).**
11. Purchaser acknowledges and agrees that Dealer did not manufacture and therefore makes no implied or express warranty with regard to the Purchased Unit(s) and any service work or make-ready work shall not create any warranty of any nature whatsoever with respect to the Purchased Unit(s). Additionally, Purchaser agrees to use the Purchased Unit(s) and/or chassis at Purchaser's own risk and hereby releases Dealer, its principals, officers, directors, shareholders, members, agents, employees, successors and assigns, from any and all claims for any damages or injuries of any nature whatsoever to the full extent permitted by law.
12. The price for the Purchased Unit(s) specified on the face of this agreement does not include federal excise taxes, sales taxes, use taxes, or occupational taxes based on sales volume (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such excise, sales, use, or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof. Dealer will accept a valid sales or use tax exemption certificate from Purchaser; however, if a previously accepted sales or use tax exemption certificate is ultimately disallowed by the applicable taxing agency for any reason, Purchaser agrees to immediately reimburse Dealer for any resulting taxes, penalties, and interest incurred by Dealer. Purchaser shall obtain and pay all permits, licenses and official inspections required other than those required to be obtained in the name of Dealer.
13. Purchaser grants Dealer a purchase money security interest in the Purchased Unit(s) as security for Purchaser's obligation to pay the purchase price, and Purchaser agrees to execute a financing statement or other instrument required to perfect such security interest. In the event that Purchaser fails or refuses to execute a required document, **Purchaser hereby appoints Dealer as its attorney-in-fact, coupled with an interest to execute the name on Purchaser's behalf and in Purchaser's stead.**
14. In the event Purchaser seeks to obtain financing to acquire a vehicle named on this Order, Purchaser represents that all statements made in the Purchaser's credit application, finance contracts and all information provided to Dealer and/or to the finance company are true and correct. Any misrepresentation by Purchaser in any of the aforementioned documents entitles Dealer to cancel this Agreement and Dealer shall be entitled to any damages incurred as a result. Should Purchaser or any finance company fail to tender the full contract price to Dealer, Dealer may cancel this Agreement. In the event of a misrepresentation by Purchaser or the full purchase price has not been tendered to Dealer in a prompt manner, Purchaser agrees to immediately return the vehicle and to reimburse Dealer for all costs and expenses incurred by Dealer as a result, including any mileage and/or restocking charge. Purchaser agrees to fully indemnify Dealer for any damages incurred by Dealer as a result of any misrepresentations or omissions made by Purchaser.
15. There are no warranties, expressed or implied, made by the Dealer herein, or the Manufacturer, on the vehicle or chassis described on the face hereof except in the case of a new vehicle or chassis and as provided exclusively by the Manufacturer. The printed new vehicle warranty issued by Manufacturer (and not Dealer) delivered to Purchaser with such vehicle or chassis is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties, expressed or implied including any implied warranty of merchantability or fitness for a particular purpose. In the case of a used vehicle or chassis, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined solely by the terms of such warranty and not by Dealer.
16. Any used motor vehicle sold to Purchaser by Dealer must be inspected and investigated by Purchaser as all such sales are deemed "AS IS" and "WITH ALL FAULTS" at the time of delivery by Dealer without any guarantee or warranty of any nature, expressed or implied (including no warranty that the odometer reading on the Purchased Unit(s) represents the actual mileage traveled) or any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this order or in a separate writing furnished to Purchaser by Dealer. Purchaser agrees that Dealer has made no representation and that Purchaser has not relied on any representations made by Dealer, but rather is relying on its own investigation and inspection of the Purchased Unit(s).
17. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.
18. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative, notwithstanding any delays. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable. BUT the Parties agree that the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.
19. No Broker; Manufacturer Incentives. If at any time Dealer determines that Purchaser intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer's incentives are intended to be used for retail customers at the location as identified by the Purchaser in this Order. Purchaser represents that it will register the Purchased Unit(s) with its state motor vehicle department and is not purchasing the Purchased Units with the intent to resale same, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.
20. This contract shall be governed by the laws of the State of Texas. Both Parties agree to present the other Party with notice of any claim relating to this Order at least five (5) business days before filing a petition or complaint relating thereto (in addition to any other applicable notice periods required by statute), during which time the Parties agree to negotiate in good faith to resolve their disputes. If the negotiations fail, the Parties hereby waive the right to trial by jury and agree to a trial by judge. The Parties agree that the mandatory venue for dispute resolution is the state courts of Harris County, Texas unless otherwise required by law. Purchaser agrees it will bring any cause of action within one (1) year of the date of that causes' accrual, and that any causes of action or claims outside of that period are waived. The prevailing party in any disputes shall be entitled to recover reasonable attorney fees and expenses.

PURCHASER ACKNOWLEDGES THAT THE ADDITIONAL TERMS AND CONDITIONS HAVE BEEN READ AND AGREED TO.

PURCHASER'S SIGNATURE: _____

DATE _____

Last Updated 9/15/15



May 19, 2022

To Whom It May Concern:

I understand that there is some question as to why pricing for our equipment has changed so drastically since the last time you either purchased or were quoted. Unfortunately, a number of things have happened since the beginning of 2021 that have caused major cost, and therefore price, increases that continue today.

The first major change started in Q1 of 2021. Steel, a world commodity, became scarce due to many steel producing countries shutting down during the COVID pandemic. We had all of our raw materials increase anywhere from 40% to 250% by the end of 2021! We had started seeing some stabilization in the steel markets at the beginning of 2022 until the conflict in Eastern Europe started in late February. Because Russia and Ukraine produce together nearly 50% of the world's coke, the high carbon fuel used in steel production. Steel prices immediately jumped another 40% across all commodity types.

The second major cost changes occurred during Q3 and Q4 of 2021. All purchased components, from hydraulic hoses, pumps, PTO's, valves, electrical wiring, lighting, paint, etc. all experienced shortages. These shortages caused suppliers of these wholesale products to cancel all contracts in-place and requote at market price and limit the amount each customer could receive. We saw an overall increase of over 25% in the cost of all purchased components by the beginning of 2022.

The final major contributor has been the huge increase in the price of oil and oil related products. We are getting charged fuel surcharges on top of every shipment of product received. These range from 10-25% of the total cost of the original freight itself. In addition to that we have seen the cost of our hydraulic oils we use in the production of our products double just this year alone.

What we have not yet even bothered to capture in current pricing is the increase in the cost of labor and all of our indirect expenses. Labor costs have increased over 7.5% since last year due to the national labor shortage. Health insurance, business insurance, professional services, all have increased commiserate with the overall inflation going on in our economy today. These costs will have to be captured and reflected in our next round of repricing which will more than likely occur prior to the end of 2022.

We apologize for the inconvenience this may have caused any of you in your budgeting process. Our hope is that the markets soon settle back to a predictable model and we can once again provide better pricing stability. In the meantime, we appreciate your understanding and wish to continue providing you with the best bulky waste handling equipment you can buy.

Thank You,

Casey Hardee

President/CEO

Petersen Industries, Inc.

WWW.PETERSENIND.COM

4000 SR 60 West | Lake Wales, FL 33859-8234 | t 800.930.LOAD (5623) | p 863.676.1493 | f 863.676.6844

Texas Pack + Load
1030 Brussels Street
San Antonio, TX 78219 US
parts@texaspackandload.com



QUOTE

ADDRESS

Doggett Freightliner
3103 N Cage Blvd
Pharr, TX 78577

SHIP TO

Doggett Freightliner
3103 N Cage Blvd
Pharr, TX 78577

QUOTE # 2252

DATE 05/04/2021

MEMO

Weslaco40ydTL3

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	PI-0.TL3	Petersen Industries-TL3 Loader	1	90,000.00	90,000.00T
	PI-03.11SAI	Heavy Duty Swing Motor	1	0.00	0.00
	PI-01.11MQCA	QUADSTICK MECH CONTROLS	1	0.00	0.00T
	10.16 HDHI	Heavy Duty; High Intensity LED Outrigger Strobes	1	0.00	0.00T
	PI-07.10SB60	Standard Bucket, 60"	1	0.00	0.00
	PI-10.04BUWL	Boom-Up Warning Light/Decal	1	0.00	0.00
	12.05 HG	Hose Guards (Head and Valve Bank) (not for top mount controls)	1	0.00	0.00T
	PI-12.36HD	HD Control Box, includes Throttle Control, Horn and Engine Kill	1	0.00	0.00
	PI-12.02 TP	Tandem Pump	1	0.00	0.00
	11.02 LBPIO	Loader Painted PI Orange	1	0.00	0.00T

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	8.22 2240-XDX	Trash Body, 2240 XDX, 22ft 40 yd. 3/16" Hardox floors and sides	1	0.00	0.00
	8.36 PISWLCD	PI Self-Winding Load Covering Device	1	0.00	0.00T
	PI-Barn Doors Body	Barn Doors for Body	1	0.00	0.00
	PI-8.47 WL-BW	Wire Loom for Body Wiring	1	0.00	0.00
	PI-10.09 LED	LED Type Body Lights	1	0.00	0.00
	10.10 LED FLASH	LED Flashers in Rear Corner Body Post	1	0.00	0.00T
	11.02 LIBB	Body Black, Frame Black (PI colors only)	1	0.00	0.00
	Sales Tax	Sales Tax calculated by AvaTax on Tue 04 May 19:45:31 UTC 2021	1	0.00	0.00

Texas Pack + Load thanks you for the opportunity to quote your business!

All Invoices are COD unless pre-approved credit terms have been arranged.

Hildago co 30yd TL3

SUBTOTAL	90,000.00
TAX	0.00
SHIPPING	3,000.00
TOTAL	\$93,000.00

Accepted By

Accepted Date



A REGULAR MEETING OF THE WESLACO CITY COMMISSION TUESDAY, JUNE 1, 2021

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, Located at 255 South Kansas Avenue on Tuesday, June 1, 2021 at 5:30 pm pursuant to Section 551.045 of the Texas Open Meetings Act.

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. In conjunction with the guidance and provisions provided by the Governor and in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the Coronavirus (COVID-19), there will be a **limit of seventy-nine (79) in person attendance to include staff and the governing body.** These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring a large group setting and in accordance with Section 418.016 of the Texas Government Code. The meeting will be recorded and uploaded to the City website following the conclusion of the meeting.

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877-853-5247; Meeting ID: 946 1533 4573.

Members of the public who wish to participate in Public Comment on an agenda item must send their name, address and phone number via email to nacantu@weslacotx.gov by 12:00 pm on June 1, 2021. A staff member will contact you with instructions via phone call to address your public comments.

FOR INTERNAL USE ONLY: THIS DOES NOT SERVE AS THE MINUTES

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral Recognition.
Proclamation recognizing the UTRGV American Sign Language Club.
Proclamation Elder Abuse Awareness Month
- E. Roll Call.

II. PUBLIC COMMENTS

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

The Public may comment on anything on the agenda, however if you comment on something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted. Registration for Public Comments must be submitted to the

City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. PUBLIC HEARING

- A. To solicit input on the Adoption and Designation of the Weslaco Reinvestment Zone No. 1 Pursuant to the City's Guidelines and Criteria Under the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code. (Staffed by City Manager.)

No comments received.

IV. CONSENT AGENDA

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

- A. Approval of the Minutes of the Regular Meeting on May 4 and May 18, 2021 (Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approval on Ordinance 2021-16 for the Voluntary Annexation of West and Adams Tract Subdivision – being a 4.73 acre tract of land out of Farm Tract 1046, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located adjacent to and east of Spanish Oak Dr and Shady Grove Trail and authorize the Mayor to execute any related documents. (First reading held May 18, 2021; staffed by Planning & Code Enforcement Department.) Attachment.
 - 2) Approval on Ordinance 2021-17 to rezone 1108 W Pike Blvd. Also being 0.55 acre tract of land out of, farm Tract 3, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-2 Duplex and apartment district to B-2 secondary and highway business district. and authorize the Mayor to execute any related documents. (First reading held May 18, 2021; staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval on amendments and extension from June 7, 2021 to July 7, 2021 for Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. (Staff by City Manager.)
- D. Approval to apply for the FY 2021 Texas State Library Interlibrary Loan Lending Reimbursement Program, acceptance of funding upon award, and authorization for the Mayor to execute any related documents. (Staffed by the Library Department.)
- E. Approval to purchase FortiAuthenticator Cybersecurity software (Contract #200105)

in the amount of \$34,883 with **NO MATCH REQUIRED AND NO REOCCURRING FEES** and will be fully reimbursed through SHSP Grant #4003501 and authorize the Mayor to execute any related documents. (Staffed by Police Department.). Attachment.

- F. Approval to submit an application to the FY 21 COPS Office Hiring Program Solicitation to hire police officers and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- G. Approval to submit an application to the FY2021 Bulletproof Vest Program to purchase concealed bullet proof vest and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- H. Approval on renewal of Annual "Movies at the Park" program in the amount of \$3,270 for the 2021 season and authorize the Mayor to execute any related documents. . (Staffed by Parks and Recreation Department.) Attachment.

Approved as presented.

V. NEW BUSINESS

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

Approved.

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

Approved Resolution 2021-34.

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

Approved first reading Ordinance 2021-18.

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

Approved Resolution 2021-35.

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

Report only

- F. Discussion and consideration to solicit Requests for Bids for the Fire and Police Station with Municipal Court project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Approved to solicit Request for Bids.

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

Approved to solicit for Construction Management Services.

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

Approved to award JBT LEKTRO not to exceed \$43,168.

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

Approved to award John Deere/Tellus Equipment not to exceed \$56,700.

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

Approved Change Order #1 for addition of 57 days and Change Order #2 for deduct of sidewalks and additional trails in the amount of \$52,122.

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

Approved Change Order #9 in the amount of \$42,960.

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

Approved to negotiate bid amount with Total Commitment and back to commission for approval.

- M. Discussion and consideration to approve Ordinance 2021-19 abandoning an existing 10-foot utility easement along the south property line of Lot 22 Northcross Subdivision and authorize the Mayor to execute any related documents. First reading on Ordinance 2021-19. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

Approved first reading of Ordinance 2021-19.

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

Approved first reading of Ordinance 2021-20.

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

Approved Doggett Freightliner not to exceed \$191,548 and extended warranty cost of \$3,092 for total amount not to exceed \$194,640.

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

Approved Interlocal Agreement between Leisure World and City of Weslaco for Water/Wastewater Services.

VI. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

- (1) commits an offense; and
- (2) is liable to a person injured or damaged by the disclosure for:
 - (A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;
 - (B) reasonable attorney fees and court costs; and
 - (C) at the discretion of the trier of fact, exemplary damages.
- (b) An offense under Subsection (a)(1) is a Class B misdemeanor.
- (c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:
 - (1) the defendant had good reason to believe the disclosure was lawful; or
 - (2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

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

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

No action.

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

No action.

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

No action.

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

No action.

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

No action.

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

No action.

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

Approved to authorize City Attorney reply and get survey, if necessary, regarding use of real property as a roadway located on Midway Road South of Mile 5 as discussed in executive session.

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

No action.

- I. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property described as a 0.726 acre of land out of Farm Tract 15 located northeast of the US 83 Expressway in the West and Adams Tract Subdivision as authorized by section §551.072 of the Texas Government Code.

Approved to authorize staff negotiate for real property described as a 0.726 land out of Farm Tract 15 located northeast of the US 83 Expressway in the West and Adams Tract Subdivision as discussed in executive session.

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

Approved for Mayor Suarez, Mayor Pro Tem Muñoz and Comm. Lopez discuss financial offer or incentives with Project Good Times as discussed in executive session.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 28th day of May 2021 on or before 4:00 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:

Internal use only not intended to use as minutes.



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5492
From:		
Subject: Discussion and consideration to solicit proposals for the capital financing of a 2023 Freightliner with Peterson Grapple Truck in the amount of \$201,540 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background: The new grapple truck is ready for delivery this month and we are requesting proposals for financing on the new unit.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA David Arce Pete Garcia SONIA FLORES Martin Garza		Created/Initiated Approved Approved Approved New
City Manager Comments: Approve as recommended by the Public Works Department Director and Deputy Director.		
Staff Recommendation: Approval		
Attachments, if any: Memo 2022 Grapple Truck Proposal for Financing		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

Date: June 7, 2022

To: City Commission

From: David Arce, Deputy Public Works Director

Subject: FINANCING FOR NEW GRAPPLE TRUCK

Cc: Martin Garza, Interim City Manager
Vidal Roman, Finance Director

Public Works is requesting authorization for finance to solicit proposals for financing of the new 2023 freightliner grapple truck. In the meeting of June 1, 2021, city commission approved the purchase of a 2023 Freightliner truck with a Peterson grapple body. The truck is scheduled to be delivered June 2022.

Staff recommends approval.



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5456
From:		
Subject: Discussion and consideration to approve a one-year extension to existing contract agreements for three on-rotation construction material testing and geotechnical services companies and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)		
Background: See attached memo.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
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):		
Albert Aldana Albert Aldana Martin Garza		Created/Initiated Approved New
City Manager Comments: Approve as recommended by the City Engineer.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: 06-01-2022CC_One-Year Extension, Cover letter and fully executed agreement re B2Z Engineering, LLC, Cover letter and fully executed agreement re MEG, Cover letter and fully executed agreement re PSI, B2Z AMENDMENT, MEG AMENDMENT, PSI AMENDMENT		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

DATE: June 1, 2022

TO: Mayor Suarez, City Commissioners
Interim City Manager Martin Garza

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

RE: **CMT Rotation Consultant Agreements
Extend Contract Term by One-Year**

On May 11, 2020, the City of Weslaco entered into contract with three consultants, namely, B2Z Engineering, MEG Engineers, and PSI to perform construction materials testing on a rotation basis.

The contract agreements with these consultants called for a two-year period with an option to extend the agreement by one (1) additional year with no increase in prices.

This item seeks your approval to exercise the option to extend the contract agreements for each of these consultants by one year.

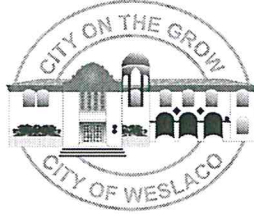
Since each of these consultants has been performing very well, completing project work orders on a timely basis, and providing a prompt response to our requests, staff recommends approval of this one-year extension to each contract agreement.

See attached recommended contract amendment for each contract agreement.

A handwritten signature in blue ink, appearing to read "Aldana", is written over a light blue circular stamp.

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

May 20, 2020

B2Z Engineering, LLC
Attn: Ms. Aisha Gonzalez, President
900 S. Stewart Rd., Suite 4
Mission, Texas 78572

Dear Ms. Gonzalez:

At their regular meeting of March 03, 2020, the Weslaco City Commission approved to select consultants for Construction Materials Testing Rotation List and authorized the Mayor to execute any related documents.

Enclosed please find the agreement as fully executed by Mayor David Suarez; the City has retained one (1) original agreement for its records.

Should you have any questions, please contact Albert Aldana, City Engineer at 956.968.3181, Ext. 1400.

Sincerely,

Norma A. Cantu
Interim City Secretary

NAC/mv

C: Albert Aldana, City Engineer

**CONTRACT AGREEMENT FOR ENGINEERING SERVICES
BETWEEN**

CITY OF WESLACO

AND

CONSULTANT

PREPARED ON MAY 11, 2020

FOR

**CONSTRUCTION MATERIAL TESTING SERVICES
AND GEOTECHNICAL SERVICES
FOR SUBDIVISIONS**

WESLACO, TEXAS

CONTRACT AGREEMENT
FOR
PROFESSIONAL/ENGINEERING SERVICES

STATE OF TEXAS
COUNTY OF HIDALGO

PART I PARTIES AND SERVICES

This work authorization format agreement is made on the 11th day of May in the year 2020 between the CITY OF WESLACO, hereinafter called the **CITY**, and B2Z ENGINEERING, LLC. hereinafter called **CONSULTANT**, for CONSTRUCTION MATERIAL TESTING SERVICES FOR SUBDIVISIONS, hereinafter called the **SERVICES**.

PART II FEES:

Fees for SERVICES shall be in accordance with the attached **Exhibit "A"** entitled "*Fee Schedule for Services.*"

PART III TERMS AND CONDITIONS

ARTICLE 1. CONSULTANT shall:

- 1.1 Act for CITY in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 1.2 Provide only those services that, in the opinion of CONSULTANT, lie within the technical and professional area of expertise of CONSULTANT and which CONSULTANT is adequately staffed and equipped to perform.
- 1.3 Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CITY.
- 1.4 Promptly submit formal reports to all tests, observations and services performed indicating where applicable, compliance with CITY specifications or other documents. Such reports shall be complete and factual, citing the

test performed, methods employed, values obtained, parts of the structure and location at which test were made.

- 1.5 Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards & Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the CITY or its authorized representative documentation of such calibration.
- 1.6 Report Distribution and Ownership.
 - 1.6.1 Consider all reports to be the confidential property of the CITY, and distribute reports only to those persons, organizations or agencies specifically designated in writing by the CITY or its authorized representative.
 - 1.6.2 The CITY acknowledges the CONSULTANT's documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CITY upon completion of the work and payment in full of all monies due to the CONSULTANT. The CITY shall not reuse or make any modification to the reports without the prior written authorization of the CONSULTANT. Any unauthorized reuse of the documents will be at the CITY's sole risk.
- 1.7 Retain all pertinent records relating to the services performed for a period of five years following submission of all reports, during which period the records will be made available to the CITY at all reasonable time.

ARTICE 2. CITY'S RESPONSIBILITIES – CITY or its authorized representatives shall:

- 2.1 Provide CONSULTANT with all plans, specifications, addenda's, change orders, approved shop drawings and other information for the proper performance of CONSULTANT.
- 2.2. Issue authorization in writing, giving CONSULTANT free access to any project involved using the SERVICES, and to all shops or yards where materials are prepared or stored.
- 2.3 Designate in writing a person in Exhibit "B": to act as CITY's representative with respect to CONSULTANT's services to be performed under this Agreement; such person or firm to have complete authority to transmit instructions, receive information and data, interpret and define CITY's policies and decisions with respect to construction material testing.

- 2.4 Designate in writing those persons or firms who are authorized to receive copies of CONSULTANT's inspection and test reports.
- 2.5 Advise CONSULTANT sufficiently in advance of any operations to allow for assignment of personnel by CONSULTANT for completion of required service. Such advance notice shall be in accordance with that established by mutual agreement of the parties.
- 2.6 Direct any contractor where testing is to take place, either by the Construction Contract or direct written order to:
 - (a) Secure and deliver to CONSULTANT, without cost to CONSULTANT, preliminary representative samples of those materials it proposes to use which require testing.
 - (b) Furnish such casual labor and all facilities needed by CONSULTANT to obtain and handle samples at the testing site and to facilitate the specified inspection and tests.
 - (c) Provide and maintain for the use of CONSULTANT, adequate space at the testing site for safe storage and proper curing of test specimens that must remain on the project site prior to testing.

ARTICLE 3. GENERAL CONDITIONS:

- 3.1 CONSULTANT, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction material testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.
- 3.2 CONSULTANT shall not be responsible for acts of omissions of any party or parties involved in the design of any project where testing is to take place or the failure of any contractor or subcontractor to construct any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by CONSULTANT.
- 3.3 CONSULTANT is not authorized to revoke, alter, relax, enlarge or release any requirements of CITY's specifications or other contract documents nor to approve or accept any portion of the work, unless specifically authorized in writing by CITY or his authorized representative. CONSULTANT shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct the sampling, testing, or inspection of operations covered by the Agreement.

- 3.4 Either party may terminate this Agreement on thirty (30) days written notice or by mutual agreement. If this Agreement is terminated by either part. CONSULTANT shall be paid in full for all services performed through the termination date, and the CITY shall be provided with a complete report of the results of tests and analysis conducted prior to termination.
- 3.5 Neither CITY nor CONSULTANT may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.
- 3.6 The only warranty made by CONSULTANT in connection with its service performed hereunder is that it will use the degree of care and skill as set forth in Article 1 above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.
- 3.7 Successors and Assigns.
- 3.7.1 CITY and CONSULTANT each binds themselves and their partners, successors, executors, administrators, assigns and legal representative to the other party to this Agreement and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.
- 3.7.2 Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.
- 3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.
- 3.8 Arbitration.
- 3.8.1 Any dispute arising between CITY and CONSULTANT under provision hereof, which cannot be settled by the parties with a reasonable time, shall be submitted by either party to arbitration.

3.8.2 All disputes to be arbitrated shall be submitted to and by a board of three arbitrators, one (1) to be appointed by CITY, one (1) by CONSULTANT (each of which may be an employee) and the third by the ones so appointed. If either party shall fail or refuse to appoint an arbitrator within 30 days after written notice has been given to it by the other CITY party naming the latter's arbitrator, the party giving such notice shall have the right to request the Presiding Judge of the Superior Court of the State of Texas in and for the City of Weslaco to appoint an arbitrator for the party so in default. If the two arbitrators thus chosen shall be unable to agree upon a third arbitrator, such arbitrator shall be appointed, upon application by either party, by either such Presiding Judge.

3.8.3 The decision of a majority of the arbitrators, after a hearing at which both parties shall have an opportunity to be heard and to introduce evidence, shall be binding upon the parties hereto. The CONSULTANT shall pay the cost of the arbitrator appointed by CONSULTANT, the cost of the arbitrator appointed by CITY shall be paid by CITY and the cost of the third arbitrator shall be borne equally by CONSULTANT and by CITY.

3.9 Indemnity

3.9.1 The CITY will require the CONSULTANT, in connection with work produced under this agreement, to hold harmless indemnify and defend the CITY, and each of its officers, agents and employees, from any and all liability claims, losses, or damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, consultant under contract, or another entity over which the CONSULTANT exercises control.

ARTICLE 4. INSURANCE:

4.1 CONSULTANT shall secure and maintain throughout the full period of this Agreement Statutory Workmen's Compensation Insurance Coverage, Employee's Liability, and Comprehensive General Liability Insurance Coverage.

4.2 No insurance, of whatever kind or type, which may be carried by CONSULTANT, is to be considered as in any way limiting a contractor's or subcontractor's responsibility for damages resulting from his operations, CITY agrees, therefore, to include, or cause to be included in, construction contracts, such requirements for insurance coverage and performance bonds to be secured and maintained by the contractor as CITY deems adequate to indemnify CITY, CONSULTANT, and other concerned parties, against claims for damages and to insure compliance of work performance and materials with contract requirements.

- 4.3 CONSULTANT's liability to CITY for injury or damage to persons or property arising out of work performed for CITY and for which legal liability may be found to rest upon CONSULTANT, other than for professional errors and omissions, will be limited to CONSULTANT's general liability insurance coverage of \$1,000,000.
- 4.4 A Certificate of Insurance should be made to the City of Weslaco, 255 S. Kansas Ave, Weslaco, TX 78596 and should reference the operation. All certificates must be received prior to commencement of service/work. All Certificates of Insurance shall be approved by the Risk Manager and/or his/her designated representative prior to the commencement of any work.

In the event the insurance coverage expires prior to the completions of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The term "City" shall include The City of Weslaco and their employees, officers, officials, agent and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. During the term of the Contract, the selected consultant shall acquire and maintain, for the duration of the contract period the following insurances:

- A. **Comprehensive Commercial General Liability**. The Consultant shall provide minimum limits of \$250,000 each occurrence, \$500,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the City and shall name the City of Weslaco as an additional insured with a waiver of subrogation. The policy insurance shall be written on an "occurrence" form.

Blanket "XCU" – Explosion, Collapse & Underground
Independent Contractors
Care, Custody and Control
Contractual Liability

No endorsements excluding these coverages are allowed.

Additional insured requirement:

To the fullest extent of coverage allowed under the Chapter 151 of the Texas Insurance Code, the City of Weslaco shall be included as additional insured under the CGL policy, using ISO additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations.

- B. **Business Automobile Liability.** The Consultant shall maintain limits of no less than \$250,000 combined single limit per occurrence for bodily injury and property damage, and \$500,000 annual aggregate. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Weslaco" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence form". Applicable as long as no fragile or perishable products are transported; otherwise, Cargo insurance is required.

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- C. **Builder's Risk/Fire & Extended Coverage.** The Consultant shall insure the building or other work area included in this contract on an all-risk (special causes of loss) policy, with an insurance company or companies acceptable to the Owner. The amount of the insurance at all times to be at least equal to the amount paid on account of work and material and plus the value of the work or materials furnished or delivered but not yet paid for the by the Owner. Builder's Risk Policies shall cover loss of materials by theft, vandalism, malicious mischief or other loss whether materials are incorporated in the work or not.

The policies shall be in the names of the City and the Consultant, as their interests may appear, and certificates of insurance shall be delivered to the Owner before monthly partial payments are made. The policy shall provide for the inclusion of names of all other contractors, subcontractors and other employed on the premises as ensured and shall stipulate that the insurance companies shall have no right to subrogation against any contractors, subcontractors or other parties employed on the premises for any work building alterations, construction or erection to the described property.

- D. **Workers' Compensation.** The Consultant shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease.

In addition, a Waiver of Subrogation Endorsement shall be provided by the consultant naming the "City of Weslaco" in said policy for Workers' Compensation Insurance. Consultant shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

- E. **Professional Services -Insurance Provisions.** Errors and Omissions (Professional Liability) \$1,000,000 Each Claim Limit \$1,000,000 Aggregate Limit. If coverage is written on a claims-made basis, the retroactive date shall be on or prior to the date of the contractual agreement. The certificate of insurance shall be maintained for the duration of the contractual agreement and for four (4) years following completion of the services provided under the contractual agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.
- F. **Deductible Clause.** Consultant to declare self-insured retention or deductible amounts in excess of \$25,000.
- G. **Other Provisions.** All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g. Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Accord Form 25. All insurance requirements are imposed and must be complied with by any and all subcontractors, and/or lower-tier subcontractors. A copy of the endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

ARTICLE 5. PAYMENTS:

- 5.1 CITY will pay CONSULTANT for services and expenses in accordance with Exhibit A. CONSULTANT's invoices will be presented at the completion of its work or monthly and will be paid within thirty (30) days of receipt by CITY or its authorized representative.

ARTICLE 6. EXTENT OF AGREEMENT:

- 6.1 The Agreement, including these terms and conditions, represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. The Agreement may be amended only by written instrument signed by CITY and CONSULTANT.
- 6.2 The Agreement shall remain in force for a period of two (2) years from the date this agreement is signed by all parties. Further, the CITY reserves the right to extend this agreement for one (1) additional year, with no increase in prices as noted on attached Exhibit "A" entitled "*Fee Schedule for Services.*"

ARTICLE 7. APPLICABLE LAW:

- 7.1 The laws of the State of Texas shall govern the Agreement.

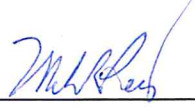
ARTICLE 8. ATTORNEY FEES:

- 8.1 In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses are incurred by the prevailing party.

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

CITY:

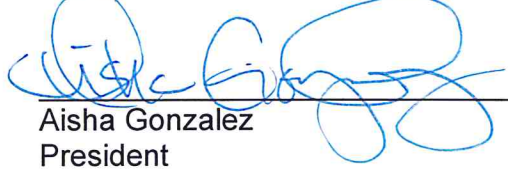
City of Weslaco



Mike Perez
City Manager

CONSULTANT:

B2Z Engineering, LLC



Aisha Gonzalez
President

ATTEST:



Norma Cantu
Interim City Secretary
*cc mtg
03/03/2020*

RECOMMENDED:



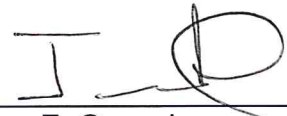
Albert J. Aldana, P.E.
City Engineer

REVIEWED:



Homer Rhodes
Director of Purchasing & Contracting

APPROVED AS TO FORM:



Juan E. Gonzalez
City Attorney

ATTACHMENTS:

Exhibit A – Fee Schedule for Services

Exhibit B – Work Authorization

EXHIBIT "A"

TO STANDARD FORM OF AGREEMENT BETWEEN CITY AND CONSULTANT FOR
CONSTRUCTION MATERIALS TESTING SERVICES
DATED MAY 11, 2020

[Attach copy of **FEE SCHEDULE** to this Agreement]

EXHIBIT "A"
FEE SCHEDULE FOR SERVICES
2020 - 2023

CMT SERVICES	UNIT	PROP RATE
SOIL/BASE		
Atterberg Limits	EA	\$75.00
Standard Proctor	EA	\$175.00
Nuclear Density	EA	\$25.00
Gradation	EA	\$75.00
Wet Ball Mill	EA	\$230.00
% Passing No. 200 Sieve	EA	\$64.00
Moisture Content	EA	\$7.00
CONCRETE		
Air Content	EA	\$15.00
Compressive Strength	EA	\$15.00
Concrete Coring	EA	\$165.00
ASPHALT		
Extract/Grad.	EA	\$150.00
Nuclear Density	EA	\$25.00
Hveem Stability	EA	\$150.00
Specific Gravity Lab	EA	\$65.00
Specific Gravity Cores	EA	\$65.00
Asphalt Core 2 in.	EA	\$60.00
Asphalt Core 4 in.	EA	\$65.00
FIELD SERVICES		
Soil Test Boring 0-50 Feet	FT	\$20.00
Soil Test Boring 50-100 Feet	FT	\$25.00
Soil Test Boring, Wet Rotary	FT	\$20.00
Standard Penetration Test	EA	\$5.00
TxDOT - Texas Cone Pen.	EA	\$10.00
Concrete/Asphalt Patch	EA	\$75.00
Plugging of Holes	FT	\$8.00
Field Logging	HR	\$50.00
MANAGEMENT & ADMIN		
Project Manager	HR	\$105.00
Project Engineer	HR	\$125.00
Observation/Testing Technician	HR	\$50.00
Standby	HR	\$60.00
Vehicle Trips	EA	\$40.00
Clerical	HR	\$40.00

CITY OF WESLACO
CMT SERVICES

EXHIBIT "B"

TO STANDARD FORM OF AGREEMENT BETWEEN CITY AND CONSULTANT FOR
CONSTRUCTION MATERIALS TESTING SERVICES
DATED MAY 11, 2020

[**WORK AUTHORIZATION** TO BE ATTACHED AT LATER DATE FOR PROJECT ASSIGNMENT
BETWEEN CITY AND CONSULTANT pertaining to this project]

SAMPLE EXHIBIT "B"

WORK AUTHORIZATION NO. _

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Contract executed between CITY AND CONSULTANT on _____, hereinafter identified as the "Contract", entered into by and between **CITY OF WESLACO** ("CITY") and _____ ("CONSULTANT").

PART 1. The CONSULTANT will perform the following services:

The scope of work for CONSULTANT services involves construction materials testing services. The scope is further described in ATTACHMENT "C".

Work identified in ATTACHMENT "C" shall also be done in accordance all provisions as identified in the Contract.

PART 2. The maximum amount payable for services under this Work Authorization is \$ _____. This amount is based upon the following budget:

See ATTACHMENT "C"

PART 3. Payment to the CONSULTANT for the services established under this Work Authorization shall be made in accordance with Contract No. _____.

PART 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a Supplemental Work Authorization as provided in the Contract.

PART 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

PART 6. This Work Authorization is hereby accepted and acknowledged below.

CITY OF WESLACO, TEXAS

CMT TESTING CO.

By: _____

By: _____

Mike R. Perez

Typed or Printed Name

City Manager

Title

Date

Date

LIST OF ATTACHMENTS

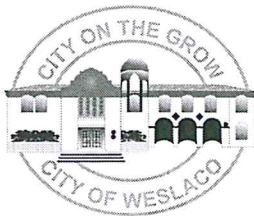
ATTACHMENT "A": Services to be provided by the CITY

ATTACHMENT "B": Services to be provided by the CONSULTANT

ATTACHMENT "C": Scope of Work and Fees

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

May 20, 2020

Millennium Engineer's Group, Inc.
Attn: Mr. Andres Palma, P.E.
5804 S. Gumwood Ave.
Pharr, Texas 78577

Dear Mr. Palma:

At their regular meeting of March 03, 2020, the Weslaco City Commission approved to select consultants for Construction Materials Testing Rotation List and authorized the Mayor to execute any related documents.

Enclosed please find the agreement as fully executed by Mayor David Suarez; the City has retained one (1) original agreement for its records.

Should you have any questions, please contact Albert Aldana, City Engineer at 956.968.3181, Ext. 1400.

Sincerely,

Norma A. Cantu
Interim City Secretary

NAC/mv

C: Albert Aldana, City Engineer

**CONTRACT AGREEMENT FOR ENGINEERING SERVICES
BETWEEN**

CITY OF WESLACO

AND

CONSULTANT

PREPARED ON MAY 11, 2020

FOR

**CONSTRUCTION MATERIAL TESTING SERVICES
AND GEOTECHNICAL SERVICES
FOR SUBDIVISIONS**

WESLACO, TEXAS

CONTRACT AGREEMENT
FOR
PROFESSIONAL/ENGINEERING SERVICES

STATE OF TEXAS
COUNTY OF HIDALGO

PART I PARTIES AND SERVICES

This work authorization format agreement is made on the 11th day of May in the year 2020 between the CITY OF WESLACO, hereinafter called the **CITY**, and MILLENNIUM ENGINEERS GROUP, INC. hereinafter called **CONSULTANT**, for CONSTRUCTION MATERIAL TESTING SERVICES FOR SUBDIVISIONS, hereinafter called the **SERVICES**.

PART II FEES:

Fees for SERVICES shall be in accordance with the attached **Exhibit "A"** entitled "*Fee Schedule for Services.*"

PART III TERMS AND CONDITIONS

ARTICLE 1. CONSULTANT shall:

- 1.1 Act for CITY in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 1.2 Provide only those services that, in the opinion of CONSULTANT, lie within the technical and professional area of expertise of CONSULTANT and which CONSULTANT is adequately staffed and equipped to perform.
- 1.3 Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CITY.
- 1.4 Promptly submit formal reports to all tests, observations and services performed indicating where applicable, compliance with CITY specifications or other documents. Such reports shall be complete and factual, citing the

test performed, methods employed, values obtained, parts of the structure and location at which test were made.

- 1.5 Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards & Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the CITY or its authorized representative documentation of such calibration.
- 1.6 Report Distribution and Ownership.
 - 1.6.1 Consider all reports to be the confidential property of the CITY, and distribute reports only to those persons, organizations or agencies specifically designated in writing by the CITY or its authorized representative.
 - 1.6.2 The CITY acknowledges the CONSULTANT's documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CITY upon completion of the work and payment in full of all monies due to the CONSULTANT. The CITY shall not reuse or make any modification to the reports without the prior written authorization of the CONSULTANT. Any unauthorized reuse of the documents will be at the CITY's sole risk.
- 1.7 Retain all pertinent records relating to the services performed for a period of five years following submission of all reports, during which period the records will be made available to the CITY at all reasonable time.

ARTICE 2. CITY'S RESPONSIBILITIES – CITY or its authorized representatives shall:

- 2.1 Provide CONSULTANT with all plans, specifications, addenda's, change orders, approved shop drawings and other information for the proper performance of CONSULTANT.
- 2.2. Issue authorization in writing, giving CONSULTANT free access to any project involved using the SERVICES, and to all shops or yards where materials are prepared or stored.
- 2.3 Designate in writing a person in Exhibit "B": to act as CITY's representative with respect to CONSULTANT's services to be performed under this Agreement; such person or firm to have complete authority to transmit instructions, receive information and data, interpret and define CITY's policies and decisions with respect to construction material testing.

- 2.4 Designate in writing those persons or firms who are authorized to receive copies of CONSULTANT's inspection and test reports.
- 2.5 Advise CONSULTANT sufficiently in advance of any operations to allow for assignment of personnel by CONSULTANT for completion of required service. Such advance notice shall be in accordance with that established by mutual agreement of the parties.
- 2.6 Direct any contractor where testing is to take place, either by the Construction Contract or direct written order to:
 - (a) Secure and deliver to CONSULTANT, without cost to CONSULTANT, preliminary representative samples of those materials it proposes to use which require testing.
 - (b) Furnish such casual labor and all facilities needed by CONSULTANT to obtain and handle samples at the testing site and to facilitate the specified inspection and tests.
 - (c) Provide and maintain for the use of CONSULTANT, adequate space at the testing site for safe storage and proper curing of test specimens that must remain on the project site prior to testing.

ARTICLE 3. GENERAL CONDITIONS:

- 3.1 CONSULTANT, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction material testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.
- 3.2 CONSULTANT shall not be responsible for acts of omissions of any party or parties involved in the design of any project where testing is to take place or the failure of any contractor or subcontractor to construct any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by CONSULTANT.
- 3.3 CONSULTANT is not authorized to revoke, alter, relax, enlarge or release any requirements of CITY's specifications or other contract documents nor to approve or accept any portion of the work, unless specifically authorized in writing by CITY or his authorized representative. CONSULTANT shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct the sampling, testing, or inspection of operations covered by the Agreement.

- 3.4 Either party may terminate this Agreement on thirty (30) days written notice or by mutual agreement. If this Agreement is terminated by either part. CONSULTANT shall be paid in full for all services performed through the termination date, and the CITY shall be provided with a complete report of the results of tests and analysis conducted prior to termination.
- 3.5 Neither CITY nor CONSULTANT may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.
- 3.6 The only warranty made by CONSULTANT in connection with its service performed hereunder is that it will use the degree of care and skill as set forth in Article 1 above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.
- 3.7 Successors and Assigns.
- 3.7.1 CITY and CONSULTANT each binds themselves and their partners, successors, executors, administrators, assigns and legal representative to the other party to this Agreement and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.
- 3.7.2 Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.
- 3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.
- 3.8 Arbitration.
- 3.8.1 Any dispute arising between CITY and CONSULTANT under provision hereof, which cannot be settled by the parties with a reasonable time, shall be submitted by either party to arbitration.

- 3.8.2 All disputes to be arbitrated shall be submitted to and by a board of three arbitrators, one (1) to be appointed by CITY, one (1) by CONSULTANT (each of which may be an employee) and the third by the ones so appointed. If either party shall fail or refuse to appoint an arbitrator within 30 days after written notice has been given to it by the other CITY party naming the latter's arbitrator, the party giving such notice shall have the right to request the Presiding Judge of the Superior Court of the State of Texas in and for the City of Weslaco to appoint an arbitrator for the party so in default. If the two arbitrators thus chosen shall be unable to agree upon a third arbitrator, such arbitrator shall be appointed, upon application by either party, by either such Presiding Judge.
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- 3.9.1 The CITY will require the CONSULTANT, in connection with work produced under this agreement, to hold harmless indemnify and defend the CITY, and each of its officers, agents and employees, from any and all liability claims, losses, or damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, consultant under contract, or another entity over which the CONSULTANT exercises control.

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- 4.1 CONSULTANT shall secure and maintain throughout the full period of this Agreement Statutory Workmen's Compensation Insurance Coverage, Employee's Liability, and Comprehensive General Liability Insurance Coverage.
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In the event the insurance coverage expires prior to the completions of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

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In addition, a Waiver of Subrogation Endorsement shall be provided by the consultant naming the "City of Weslaco" in said policy for Workers' Compensation Insurance. Consultant shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

- E. **Professional Services -Insurance Provisions.** Errors and Omissions (Professional Liability) \$1,000,000 Each Claim Limit \$1,000,000 Aggregate Limit. If coverage is written on a claims-made basis, the retroactive date shall be on or prior to the date of the contractual agreement. The certificate of insurance shall be maintained for the duration of the contractual agreement and for four (4) years following completion of the services provided under the contractual agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.
- F. **Deductible Clause.** Consultant to declare self-insured retention or deductible amounts in excess of \$25,000.
- G. **Other Provisions.** All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g. Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Accord Form 25. All insurance requirements are imposed and must be complied with by any and all subcontractors, and/or lower-tier subcontractors. A copy of the endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

ARTICLE 5. PAYMENTS:

- 5.1 CITY will pay CONSULTANT for services and expenses in accordance with Exhibit A. CONSULTANT's invoices will be presented at the completion of its work or monthly and will be paid within thirty (30) days of receipt by CITY or its authorized representative.

ARTICLE 6. EXTENT OF AGREEMENT:

- 6.1 The Agreement, including these terms and conditions, represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. The Agreement may be amended only by written instrument signed by CITY and CONSULTANT.
- 6.2 The Agreement shall remain in force for a period of two (2) years from the date this agreement is signed by all parties. Further, the CITY reserves the right to extend this agreement for one (1) additional year, with no increase in prices as noted on attached Exhibit "A" entitled "*Fee Schedule for Services.*"

ARTICLE 7. APPLICABLE LAW:

- 7.1 The laws of the State of Texas shall govern the Agreement.

ARTICLE 8. ATTORNEY FEES:

- 8.1 In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses are incurred by the prevailing party.

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

CITY:

City of Weslaco



Mike Perez
City Manager

CONSULTANT:

Millennium Engineers Group, Inc.



Andres Palma, P.E.
Office Manager

ATTEST:



Norma Cantu
Interim City Secretary

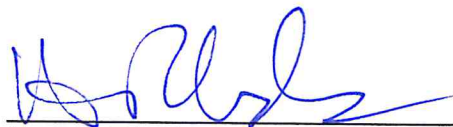
cc mty
03/03/2020

RECOMMENDED:



Albert J. Aldana, P.E.
City Engineer

REVIEWED:



Homer Rhodes
Director of Purchasing & Contracting

APPROVED AS TO FORM:



Juan E. Gonzalez
City Attorney

ATTACHMENTS:

Exhibit A – Fee Schedule for Services

Exhibit B – Work Authorization

EXHIBIT "A"

TO STANDARD FORM OF AGREEMENT BETWEEN CITY AND CONSULTANT FOR
CONSTRUCTION MATERIALS TESTING SERVICES
DATED MAY 11, 2020

[Attach copy of **FEE SCHEDULE** to this Agreement]

EXHIBIT "A"
FEE SCHEDULE FOR SERVICES
2020 - 2023

CMT SERVICES	UNIT	PROP RATE
SOIL/BASE		
Atterberg Limits	EA	\$75.00
Standard Proctor	EA	\$175.00
Nuclear Density	EA	\$25.00
Gradation	EA	\$75.00
Wet Ball Mill	EA	\$230.00
% Passing No. 200 Sieve	EA	\$64.00
Moisture Content	EA	\$7.00
CONCRETE		
Air Content	EA	\$15.00
Compressive Strength	EA	\$15.00
Concrete Coring	EA	\$165.00
ASPHALT		
Extract/Grad.	EA	\$150.00
Nuclear Density	EA	\$25.00
Hveem Stability	EA	\$150.00
Specific Gravity Lab	EA	\$65.00
Specific Gravity Cores	EA	\$65.00
Asphalt Core 2 in.	EA	\$60.00
Asphalt Core 4 in.	EA	\$65.00
FIELD SERVICES		
Soil Test Boring 0-50 Feet	FT	\$20.00
Soil Test Boring 50-100 Feet	FT	\$25.00
Soil Test Boring, Wet Rotary	FT	\$20.00
Standard Penetration Test	EA	\$5.00
TxDOT - Texas Cone Pen.	EA	\$10.00
Concrete/Asphalt Patch	EA	\$75.00
Plugging of Holes	FT	\$8.00
Field Logging	HR	\$50.00
MANAGEMENT & ADMIN		
Project Manager	HR	\$105.00
Project Engineer	HR	\$125.00
Observation/Testing Technician	HR	\$50.00
Standby	HR	\$60.00
Vehicle Trips	EA	\$40.00
Clerical	HR	\$40.00

CITY OF WESLACO
CMT SERVICES

EXHIBIT "B"

TO STANDARD FORM OF AGREEMENT BETWEEN CITY AND CONSULTANT FOR
CONSTRUCTION MATERIALS TESTING SERVICES
DATED MAY 11, 2020

[**WORK AUTHORIZATION** TO BE ATTACHED AT LATER DATE FOR PROJECT ASSIGNMENT
BETWEEN CITY AND CONSULTANT pertaining to this project]

SAMPLE EXHIBIT "B"

WORK AUTHORIZATION NO. _

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Contract executed between CITY AND CONSULTANT on _____, hereinafter identified as the "Contract", entered into by and between **CITY OF WESLACO** ("CITY") and _____ ("CONSULTANT").

PART 1. The CONSULTANT will perform the following services:

The scope of work for CONSULTANT services involves construction materials testing services. The scope is further described in ATTACHMENT "C".

Work identified in ATTACHMENT "C" shall also be done in accordance all provisions as identified in the Contract.

PART 2. The maximum amount payable for services under this Work Authorization is \$ _____. This amount is based upon the following budget:

See ATTACHMENT "C"

PART 3. Payment to the CONSULTANT for the services established under this Work Authorization shall be made in accordance with Contract No. _____.

PART 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a Supplemental Work Authorization as provided in the Contract.

PART 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

PART 6. This Work Authorization is hereby accepted and acknowledged below.

CITY OF WESLACO, TEXAS

CMT TESTING CO.

By: _____

By: _____

Mike R. Perez

Typed or Printed Name

City Manager

Title

Date

Date

LIST OF ATTACHMENTS

ATTACHMENT "A": Services to be provided by the CITY

ATTACHMENT "B": Services to be provided by the CONSULTANT

ATTACHMENT "C": Scope of Work and Fees



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 12, 2020

City of Weslaco
Engineering
255 South Kansas Avenue
Weslaco TX 78596

Account Information:

Policy Holder Details :	MILLENNIUM ENGINEERS GROUP INC
--------------------------------	-----------------------------------



Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUPERIOR ACCESS INS SERVICES INC 72181839 PO BOX 204389 AUSTIN TX 78720	CONTACT NAME:	
	PHONE (800) 272-7550 (A/C, No, Ext):	FAX (888) 818-6322 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURER A : Sentinel Insurance Company Ltd.		NAIC# 11000
INSURED MILLENNIUM ENGINEERS GROUP INC PO BOX 4569 EDINBURG TX 78540	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	72 WBC AB7295	10/16/2019	10/16/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Weslaco
 Engineering
 255 South Kansas Avenue
 Weslaco TX 78596

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan B. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	CONTACT NAME: certs@fenner-esler.com PHONE (A/C, No, Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7810 E-MAIL ADDRESS: jkosch@fenner-esler.com
INSURED Millennium Engineers Group, Inc. PO Box 4569 Edinburg TX 78540	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: Master 19-20

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		6011181339	11/22/2019	11/22/2020	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ Contractual						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB ☒ OCCUR			6011181387	11/22/2019	11/22/2020	EACH OCCURRENCE \$ 3,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DED ☒ RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	☐ N / A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional & Pollution Incident Liability			MCH288364872	12/12/2019	12/12/2020	Per Claim Limit \$2,000,000
							Aggregate Limit \$2,000,000
							Per Claim Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - Certificate Holder as respects general liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Weslaco Engineering 255 S. Kansas Avenue Weslaco, TX 78596	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STATE FARM INSURANCE ROBERT ELIZALDE, AGENT <i>State Farm</i> 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: MIRZA SANCHEZ		
	PHONE (A/C, No, Ext): 956-683-9800	FAX (A/C, No): 956-683-9810	
	E-MAIL ADDRESS: MIRZA@ROBERTELIZALDE.COM		
INSURED MILLENNIUM ENGINEERS GROUP, INC 5804 N GUMWOOD PHARR, TX 78577	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : State Farm Mutual Automobile Insurance Company		25178
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY			329 5662-D26-53C	10/26/2019	10/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2016 TOYOTA TUNDRA-5TFRM5F11GX095758 2016 TOYOTA TUNDRA-5TFRM5F1XGX103579 2018 FORD F150- 1FTEW1CP2JKF26686
2015 TOYOTA TUNDRA-5TFRM5F11GX095758 2016 TOYOTA TUNDRA-5TFRM5F19GX102276 2018 FORD F150- 1FTMF1CB2JKF20595
2006 INTERNATNL 433- 1HTMMAAL96H265176 2018 FORD F150-1FTMF1CB8JKF20598 *Please see vehicle schedule for additional auto
2016 TOYOTA TUNDRA-5TFRM5F1XGX095273 2017 TOYOTA TUNDRA-5TFRM5F18HX115912
1984 INTERNATNL 1754-1HTLCHYP0EHA60959
2016 TOYOTA TUNDRA-5TFRM5F18GX102382

CERTIFICATE HOLDER

CANCELLATION

City of Weslaco
Engineering
255 S. Kansas Avenue
Weslaco, TX 78596

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mirza Sanchez

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

May 20, 2020

Intertek-PSI
Attn: Mr. Raymundo Martinez
Branch Manager
2020 N. Loop 499
Suite 302
Harlingen, Texas 78550

Dear Mr. Martinez:

At their regular meeting of March 03, 2020, the Weslaco City Commission approved to select consultants for Construction Materials Testing Rotation List and authorized the Mayor to execute any related documents.

Enclosed please find the agreement as fully executed by Mayor David Suarez; the City has retained one (1) original agreement for its records.

Should you have any questions, please contact Albert Aldana, City Engineer at 956.968.3181, Ext. 1400.

Sincerely,

Norma A. Cantu
Interim City Secretary

NAC/mv

C: Albert Aldana, City Engineer

**CONTRACT AGREEMENT FOR ENGINEERING SERVICES
BETWEEN**

CITY OF WESLACO

AND

CONSULTANT

PREPARED ON MAY 11, 2020

FOR

**CONSTRUCTION MATERIAL TESTING SERVICES
AND GEOTECHNICAL SERVICES
FOR SUBDIVISIONS**

WESLACO, TEXAS

CONTRACT AGREEMENT

FOR

PROFESSIONAL/ENGINEERING SERVICES

STATE OF TEXAS
COUNTY OF HIDALGO

PART I PARTIES AND SERVICES

This work authorization format agreement is made on the 11th day of May in the year 2020 between the CITY OF WESLACO, hereinafter called the **CITY**, and PROFESSIONAL SERVICE INDUSTRIES, INC. hereinafter called **CONSULTANT**, for CONSTRUCTION MATERIAL TESTING SERVICES FOR SUBDIVISIONS, hereinafter called the **SERVICES**.

PART II FEES:

Fees for SERVICES shall be in accordance with the attached **Exhibit "A"** entitled "*Fee Schedule for Services.*"

PART III TERMS AND CONDITIONS

ARTICLE 1. CONSULTANT shall:

- 1.1 Act for CITY in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 1.2 Provide only those services that, in the opinion of CONSULTANT, lie within the technical and professional area of expertise of CONSULTANT and which CONSULTANT is adequately staffed and equipped to perform.
- 1.3 Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CITY.
- 1.4 Promptly submit formal reports to all tests, observations and services performed indicating where applicable, compliance with CITY specifications or other documents. Such reports shall be complete and factual, citing the

test performed, methods employed, values obtained, parts of the structure and location at which test were made.

- 1.5 Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards & Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the CITY or its authorized representative documentation of such calibration.
- 1.6 Report Distribution and Ownership.
 - 1.6.1 Consider all reports to be the confidential property of the CITY, and distribute reports only to those persons, organizations or agencies specifically designated in writing by the CITY or its authorized representative.
 - 1.6.2 The CITY acknowledges the CONSULTANT's documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CITY upon completion of the work and payment in full of all monies due to the CONSULTANT. The CITY shall not reuse or make any modification to the reports without the prior written authorization of the CONSULTANT. Any unauthorized reuse of the documents will be at the CITY's sole risk.
- 1.7 Retain all pertinent records relating to the services performed for a period of five years following submission of all reports, during which period the records will be made available to the CITY at all reasonable time.

ARTICE 2. CITY'S RESPONSIBILITIES – CITY or its authorized representatives shall:

- 2.1 Provide CONSULTANT with all plans, specifications, addenda's, change orders, approved shop drawings and other information for the proper performance of CONSULTANT.
- 2.2. Issue authorization in writing, giving CONSULTANT free access to any project involved using the SERVICES, and to all shops or yards where materials are prepared or stored.
- 2.3 Designate in writing a person in Exhibit "B": to act as CITY's representative with respect to CONSULTANT's services to be performed under this Agreement; such person or firm to have complete authority to transmit instructions, receive information and data, interpret and define CITY's policies and decisions with respect to construction material testing.

- 2.4 Designate in writing those persons or firms who are authorized to receive copies of CONSULTANT's inspection and test reports.
- 2.5 Advise CONSULTANT sufficiently in advance of any operations to allow for assignment of personnel by CONSULTANT for completion of required service. Such advance notice shall be in accordance with that established by mutual agreement of the parties.
- 2.6 Direct any contractor where testing is to take place, either by the Construction Contract or direct written order to:
 - (a) Secure and deliver to CONSULTANT, without cost to CONSULTANT, preliminary representative samples of those materials it proposes to use which require testing.
 - (b) Furnish such casual labor and all facilities needed by CONSULTANT to obtain and handle samples at the testing site and to facilitate the specified inspection and tests.
 - (c) Provide and maintain for the use of CONSULTANT, adequate space at the testing site for safe storage and proper curing of test specimens that must remain on the project site prior to testing.

ARTICLE 3. GENERAL CONDITIONS:

- 3.1 CONSULTANT, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction material testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.
- 3.2 CONSULTANT shall not be responsible for acts of omissions of any party or parties involved in the design of any project where testing is to take place or the failure of any contractor or subcontractor to construct any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by CONSULTANT.
- 3.3 CONSULTANT is not authorized to revoke, alter, relax, enlarge or release any requirements of CITY's specifications or other contract documents nor to approve or accept any portion of the work, unless specifically authorized in writing by CITY or his authorized representative. CONSULTANT shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct the sampling, testing, or inspection of operations covered by the Agreement.

- 3.4 Either party may terminate this Agreement on thirty (30) days written notice or by mutual agreement. If this Agreement is terminated by either party, CONSULTANT shall be paid in full for all services performed through the termination date, and the CITY shall be provided with a complete report of the results of tests and analysis conducted prior to termination.
- 3.5 Neither CITY nor CONSULTANT may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.
- 3.6 The only warranty made by CONSULTANT in connection with its service performed hereunder is that it will use the degree of care and skill as set forth in Article 1 above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.
- 3.7 Successors and Assigns.
- 3.7.1 CITY and CONSULTANT each binds themselves and their partners, successors, executors, administrators, assigns and legal representative to the other party to this Agreement and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.
- 3.7.2 Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.
- 3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.
- 3.8 Arbitration.
- 3.8.1 Any dispute arising between CITY and CONSULTANT under provision hereof, which cannot be settled by the parties with a reasonable time, shall be submitted by either party to arbitration.

3.8.2 All disputes to be arbitrated shall be submitted to and by a board of three arbitrators, one (1) to be appointed by CITY, one (1) by CONSULTANT (each of which may be an employee) and the third by the ones so appointed. If either party shall fail or refuse to appoint an arbitrator within 30 days after written notice has been given to it by the other CITY party naming the latter's arbitrator, the party giving such notice shall have the right to request the Presiding Judge of the Superior Court of the State of Texas in and for the City of Weslaco to appoint an arbitrator for the party so in default. If the two arbitrators thus chosen shall be unable to agree upon a third arbitrator, such arbitrator shall be appointed, upon application by either party, by either such Presiding Judge.

3.8.3 The decision of a majority of the arbitrators, after a hearing at which both parties shall have an opportunity to be heard and to introduce evidence, shall be binding upon the parties hereto. The CONSULTANT shall pay the cost of the arbitrator appointed by CONSULTANT, the cost of the arbitrator appointed by CITY shall be paid by CITY and the cost of the third arbitrator shall be borne equally by CONSULTANT and by CITY.

3.9 Indemnity

3.9.1 The CITY will require the CONSULTANT, in connection with work produced under this agreement, to hold harmless indemnify and defend the CITY, and each of its officers, agents and employees, from any and all liability claims, losses, or damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, consultant under contract, or another entity over which the CONSULTANT exercises control.

ARTICLE 4. INSURANCE:

4.1 CONSULTANT shall secure and maintain throughout the full period of this Agreement Statutory Workmen's Compensation Insurance Coverage, Employee's Liability, and Comprehensive General Liability Insurance Coverage.

4.2 No insurance, of whatever kind or type, which may be carried by CONSULTANT, is to be considered as in any way limiting a contractor's or subcontractor's responsibility for damages resulting from his operations, CITY agrees, therefore, to include, or cause to be included in, construction contracts, such requirements for insurance coverage and performance bonds to be secured and maintained by the contractor as CITY deems adequate to indemnify CITY, CONSULTANT, and other concerned parties, against claims for damages and to insure compliance of work performance and materials with contract requirements.

- 4.3 CONSULTANT's liability to CITY for injury or damage to persons or property arising out of work performed for CITY and for which legal liability may be found to rest upon CONSULTANT, other than for professional errors and omissions, will be limited to CONSULTANT's general liability insurance coverage of \$1,000,000.
- 4.4 A Certificate of Insurance should be made to the City of Weslaco, 255 S. Kansas Ave, Weslaco, TX 78596 and should reference the operation. All certificates must be received prior to commencement of service/work. All Certificates of Insurance shall be approved by the Risk Manager and/or his/her designated representative prior to the commencement of any work.

In the event the insurance coverage expires prior to the completions of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The City must be notified at least thirty (30) days prior to any material change in and/or cancellation and/or non-renewals of such policies.

The term "City" shall include The City of Weslaco and their employees, officers, officials, agent and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. During the term of the Contract, the selected consultant shall acquire and maintain, for the duration of the contract period the following insurances:

- A. **Comprehensive Commercial General Liability**. The Consultant shall provide minimum limits of \$250,000 each occurrence, \$500,000 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, personal and advertising injury, and contractual liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the City and shall name the City of Weslaco as an additional insured with a waiver of subrogation. The policy insurance shall be written on an "occurrence" form.

Blanket "XCU" – Explosion, Collapse & Underground
Independent Contractors
Care, Custody and Control
Contractual Liability

No endorsements excluding these coverages are allowed.

Additional insured requirement:

To the fullest extent of coverage allowed under the Chapter 151 of the Texas Insurance Code, the City of Weslaco shall be included as additional insured under the CGL policy, using ISO additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations.

- B. **Business Automobile Liability.** The Consultant shall maintain limits of no less than \$250,000 combined single limit per occurrence for bodily injury and property damage, and \$500,000 annual aggregate. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the "City of Weslaco" as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence form". Applicable as long as no fragile or perishable products are transported; otherwise, Cargo insurance is required.

Additional Insurance Requirement:

To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, the City of Weslaco shall be included as additional insured under the CGL policy, using ISO Additional Insured Endorsements CG20101001 and CG20371001, or endorsements providing equivalent coverage, including products completed operations.

- C. **Builder's Risk/Fire & Extended Coverage.** The Consultant shall insure the building or other work area included in this contract on an all-risk (special causes of loss) policy, with an insurance company or companies acceptable to the Owner. The amount of the insurance at all times to be at least equal to the amount paid on account of work and material and plus the value of the work or materials furnished or delivered but not yet paid for the by the Owner. Builder's Risk Policies shall cover loss of materials by theft, vandalism, malicious mischief or other loss whether materials are incorporated in the work or not.

The policies shall be in the names of the City and the Consultant, as their interests may appear, and certificates of insurance shall be delivered to the Owner before monthly partial payments are made. The policy shall provide for the inclusion of names of all other contractors, subcontractors and other employed on the premises as ensured and shall stipulate that the insurance companies shall have no right to subrogation against any contractors, subcontractors or other parties employed on the premises for any work building alterations, construction or erection to the described property.

- D. **Workers' Compensation.** The Consultant shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease.

In addition, a Waiver of Subrogation Endorsement shall be provided by the consultant naming the "City of Weslaco" in said policy for Workers' Compensation Insurance. Consultant shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

- E. **Professional Services -Insurance Provisions.** Errors and Omissions (Professional Liability) \$1,000,000 Each Claim Limit \$1,000,000 Aggregate Limit. If coverage is written on a claims-made basis, the retroactive date shall be on or prior to the date of the contractual agreement. The certificate of insurance shall be maintained for the duration of the contractual agreement and for four (4) years following completion of the services provided under the contractual agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.
- F. **Deductible Clause.** Consultant to declare self-insured retention or deductible amounts in excess of \$25,000.
- G. **Other Provisions.** All insurance carriers shall be rated A6 or better and be published on a current A.M. Best Rating Guide, or some other recognized equivalent rating service (e.g. Moody's, Standard & Poor's). The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier. All Certificates of Insurance shall be provided on the Accord Form 25. All insurance requirements are imposed and must be complied with by any and all subcontractors, and/or lower-tier subcontractors. A copy of the endorsements providing Additional Insured, Primary Insurance and Waiver of Subrogation wording shall be attached to the certificates of insurance.

ARTICLE 5. PAYMENTS:

- 5.1 CITY will pay CONSULTANT for services and expenses in accordance with Exhibit A. CONSULTANT's invoices will be presented at the completion of its work or monthly and will be paid within thirty (30) days of receipt by CITY or its authorized representative.

ARTICLE 6. EXTENT OF AGREEMENT:

- 6.1 The Agreement, including these terms and conditions, represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. The Agreement may be amended only by written instrument signed by CITY and CONSULTANT.
- 6.2 The Agreement shall remain in force for a period of two (2) years from the date this agreement is signed by all parties. Further, the CITY reserves the right to extend this agreement for one (1) additional year, with no increase in prices as noted on attached Exhibit "A" entitled "*Fee Schedule for Services.*"

ARTICLE 7. APPLICABLE LAW:

- 7.1 The laws of the State of Texas shall govern the Agreement.

ARTICLE 8. ATTORNEY FEES:

- 8.1 In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, expert witness fees, out of pocket expenses and travel expenses are incurred by the prevailing party.

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

CITY:

City of Weslaco



Mike Perez
City Manager

CONSULTANT:

Professional Service Industries, Inc.



Name RAYMUNDO G. MARTINEZ
Title BRANCH MANAGER

ATTEST:



Norma Cantu
Interim City Secretary
*cc mtg
03/03/2020*

RECOMMENDED:



Albert J. Aldana, P.E.
City Engineer

REVIEWED:



Homer Rhodes
Director of Purchasing & Contracting

APPROVED AS TO FORM:



Juan E. Gonzalez
City Attorney

ATTACHMENTS:

- Exhibit A – Fee Schedule for Services
- Exhibit B – Work Authorization

EXHIBIT "A"

TO STANDARD FORM OF AGREEMENT BETWEEN CITY AND CONSULTANT FOR
CONSTRUCTION MATERIALS TESTING SERVICES
DATED MAY 11, 2020

[Attach copy of **FEE SCHEDULE** to this Agreement]

EXHIBIT "A"
FEE SCHEDULE FOR SERVICES
2020 - 2023

CMT SERVICES	UNIT	PROP RATE
SOIL/BASE		
Atterberg Limits	EA	\$75.00
Standard Proctor	EA	\$175.00
Nuclear Density	EA	\$25.00
Gradation	EA	\$75.00
Wet Ball Mill	EA	\$230.00
% Passing No. 200 Sieve	EA	\$64.00
Moisture Content	EA	\$7.00
CONCRETE		
Air Content	EA	\$15.00
Compressive Strength	EA	\$15.00
Concrete Coring	EA	\$165.00
ASPHALT		
Extract/Grad.	EA	\$150.00
Nuclear Density	EA	\$25.00
Hveem Stability	EA	\$150.00
Specific Gravity Lab	EA	\$65.00
Specific Gravity Cores	EA	\$65.00
Asphalt Core 2 in.	EA	\$60.00
Asphalt Core 4 in.	EA	\$65.00
FIELD SERVICES		
Soil Test Boring 0-50 Feet	FT	\$20.00
Soil Test Boring 50-100 Feet	FT	\$25.00
Soil Test Boring, Wet Rotary	FT	\$20.00
Standard Penetration Test	EA	\$5.00
TxDOT - Texas Cone Pen.	EA	\$10.00
Concrete/Asphalt Patch	EA	\$75.00
Plugging of Holes	FT	\$8.00
Field Logging	HR	\$50.00
MANAGEMENT & ADMIN		
Project Manager	HR	\$105.00
Project Engineer	HR	\$125.00
Observation/Testing Technician	HR	\$50.00
Standby	HR	\$60.00
Vehicle Trips	EA	\$40.00
Clerical	HR	\$40.00

CITY OF WESLACO
CMT SERVICES

EXHIBIT “B”

TO STANDARD FORM OF AGREEMENT BETWEEN CITY AND CONSULTANT FOR
CONSTRUCTION MATERIALS TESTING SERVICES
DATED MAY 11, 2020

[**WORK AUTHORIZATION** TO BE ATTACHED AT LATER DATE FOR PROJECT ASSIGNMENT
BETWEEN CITY AND CONSULTANT pertaining to this project]

SAMPLE EXHIBIT "B"

WORK AUTHORIZATION NO. _

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Contract executed between CITY AND CONSULTANT on _____, hereinafter identified as the "Contract", entered into by and between **CITY OF WESLACO** ("CITY") and _____ ("CONSULTANT").

PART 1. The CONSULTANT will perform the following services:

The scope of work for CONSULTANT services involves construction materials testing services. The scope is further described in ATTACHMENT "C".

Work identified in ATTACHMENT "C" shall also be done in accordance all provisions as identified in the Contract.

PART 2. The maximum amount payable for services under this Work Authorization is \$ _____. This amount is based upon the following budget:

See ATTACHMENT "C"

PART 3. Payment to the CONSULTANT for the services established under this Work Authorization shall be made in accordance with Contract No. _____.

PART 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a Supplemental Work Authorization as provided in the Contract.

PART 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

PART 6. This Work Authorization is hereby accepted and acknowledged below.

CITY OF WESLACO, TEXAS

CMT TESTING CO.

By: _____

By: _____

Mike R. Perez

Typed or Printed Name

City Manager

Title

Date

Date

LIST OF ATTACHMENTS

ATTACHMENT "A": Services to be provided by the CITY

ATTACHMENT "B": Services to be provided by the CONSULTANT

ATTACHMENT "C": Scope of Work and Fees

AMENDMENT NO.1
TO AGREEMENT FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL
SERVICES
BETWEEN CITY OF WESLACO
AND
B2Z ENGINEERING

THIS AMENDMENT NO. 1 is made as of the ____ day of June in the year 2022, between The Weslaco City Commission (OWNER) and B2Z Engineering (CONSULTANT) for Construction Material Testing Services in Weslaco, Texas (the Project).

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of Construction Material Testing and Geotechnical services by CONSULTANT and the payment of those services by OWNER as set forth in Exhibit "A" Fee Schedule for Services.

WHEREAS, the owner and the CONSULTANT executed the original contract agreement between Owner and CONSULTANT for Construction Material Testing Services on the 11th day of May, in the year 2020 and,

WHEREAS, it has become necessary to amend the contract to extend the contract period.

NOW THEREFORE, premises considered, the OWNER and CONSULTANT agree that said Agreement is amended to include the following Contract modification:

1. Contract period is extended by one (1) additional year from May 11th, 2022, to May 11th, 2023, and fees schedule for services remain unchanged.

AMENDMENT NO.1
TO AGREEMENT FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL
SERVICES
BETWEEN CITY OF WESLACO
B2Z ENGINEERING

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

OWNER
CITY OF WESLACO

CONSULTANT:
B2Z ENGINEERING

David Suarez DATE
Mayor

Aisha Gonzalez DATE
President

**AMENDMENT NO.1
TO AGREEMENT FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL
SERVICES
BETWEEN CITY OF WESLACO
AND
MILLENNIUM ENGINEERS GROUP, INC.**

THIS AMENDMENT NO. 1 is made as of the ____ day of June in the year 2022, between The Weslaco City Commission (OWNER) and Millennium Engineers Group, Inc. (CONSULTANT) for Construction Material Testing Services in Weslaco, Texas (the Project).

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of Construction Material Testing and Geotechnical services by CONSULTANT and the payment of those services by OWNER as set forth in Exhibit "A" Fee Schedule for Services.

WHEREAS, the owner and the CONSULTANT executed the original contract agreement between Owner and CONSULTANT for Construction Material Testing Services on the 11th day of May, in the year 2020 and,

WHEREAS, it has become necessary to amend the contract to extend the contract period.

NOW THEREFORE, premises considered, the OWNER and CONSULTANT agree that said Agreement is amended to include the following Contract modification:

1. Contract period is extended by one (1) additional year from May 11th, 2022, to May 11th, 2023, and fees schedule for services remain unchanged.

AMENDMENT NO.1
TO AGREEMENT FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL
SERVICES
BETWEEN CITY OF WESLACO
MILLENNIUM ENGINEERS GROUP, INC.

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

OWNER
CITY OF WESLACO

CONSULTANT:
MILLENNIUM ENGINEERS GROUP, INC.

David Suarez DATE
Mayor

Aisha Gonzalez DATE
President

AMENDMENT NO.1
TO AGREEMENT FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL
SERVICES
BETWEEN CITY OF WESLACO
AND
PROFESSIONAL SERVICE INDUSTRIES, INC.

THIS AMENDMENT NO. 1 is made as of the ____ day of June in the year 2022, between The Weslaco City Commission (OWNER) and Professional Service Industries, Inc. (CONSULTANT) for Construction Material Testing Services in Weslaco, Texas (the Project).

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of Construction Material Testing and Geotechnical services by CONSULTANT and the payment of those services by OWNER as set forth in Exhibit "A" Fee Schedule for Services.

WHEREAS, the owner and the CONSULTANT executed the original contract agreement between Owner and CONSULTANT for Construction Material Testing Services on the 11th day of May, in the year 2020 and,

WHEREAS, it has become necessary to amend the contract to extend the contract period.

NOW THEREFORE, premises considered, the OWNER and CONSULTANT agree that said Agreement is amended to include the following Contract modification:

1. Contract period is extended by one (1) additional year from May 11th, 2022, to May 11th, 2023, and fees schedule for services remain unchanged.

AMENDMENT NO.1
TO AGREEMENT FOR CONSTRUCTION MATERIAL TESTING AND GEOTECHNICAL
SERVICES
BETWEEN CITY OF WESLACO
PROFESSIONAL SERVICE INDUSTRIES, INC.

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

OWNER
CITY OF WESLACO

CONSULTANT:
PROFESSIONAL SERVICE INDUSTRIES, INC.

David Suarez DATE
Mayor

Aisha Gonzalez DATE
President



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5483
From:		
Subject: Discussion and consideration on Change Order No. 1 for the off-site construction by Castle Construction to install conduit and ground boxes for AEP underground electrical service to service both police and fire department projects. Possible action. (Staffed by Engineering Department.)		
Background: See Memo		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA Albert Aldana Martin Garza ANDREW MUNOZ		Created/Initiated Approved New
City Manager Comments: Approve as recommended by the City Engineer.		
Staff Recommendation: Staff recommends approval		
Attachments, if any: 06-02-2022CC_Castle CO#1, 15-AEP CONDUIT LAYOUT-3, CO #1 - AIA Form Request, CO #1 Request		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

DATE: June 2, 2022

TO: Mayor Suarez, City Commissioners
Interim City Manager Martin Garza

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

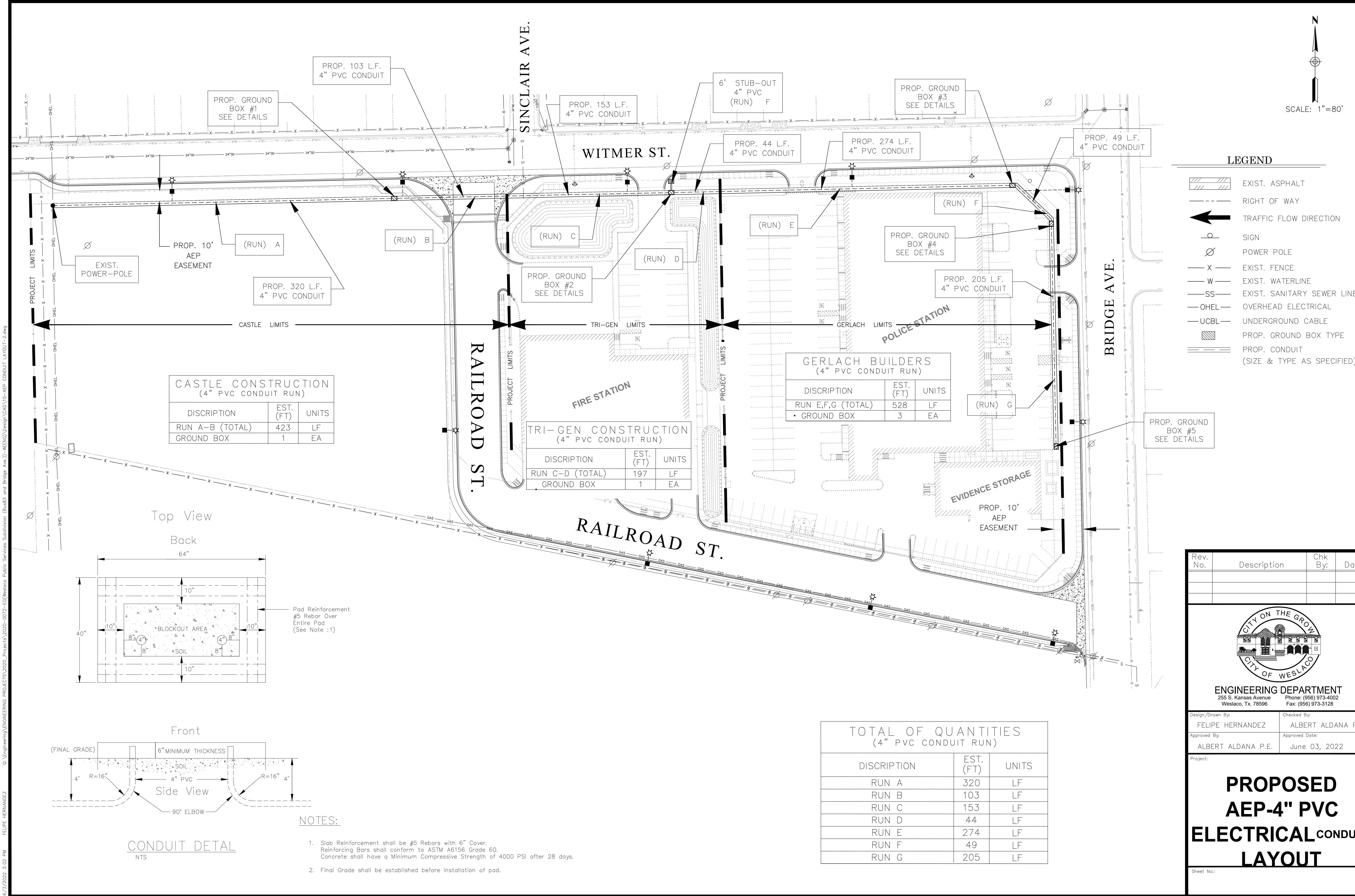
RE: **New Fire and Police Stations Off-Site Improvements Project
Proposed Change Order #1**

This proposed change order #1 in the amount of \$24,925.58 is for the installation of 4" PVC conduit and ground boxes that AEP has requested from the city to install so they can provide underground electrical services for the new fire and police stations project. The change order also includes adjustments to three existing waterline conflicts.

Staff recommends approval.

A handwritten signature in blue ink, appearing to read "Aldana", is written over a light blue horizontal line.

C:\Engineering\ENGINEERING PROJECTS\2020 Projects\2020-0072-EC\Weslaco Public Services Substation (But33 and Bridge Ave.)\WENG\Design\CAD\15-AEP CONDUIT LAYOUT-2.dwg
6/13/2022 3:02 PM
FELIPE HERNANDEZ



Rev. No.	Description	Chk By:	Date

ENGINEERING DEPARTMENT
255 S. Kansas Avenue
Weslaco, Tx. 78596
Phone: (956) 973-4002
Fax: (956) 973-3128

Design/Drawn By: FELIPE HERNANDEZ	Checked By: ALBERT ALDANA P.E.
Approved By: ALBERT ALDANA P.E.	Approved Date: June 03, 2022

Project:

**PROPOSED
AEP-4" PVC
ELECTRICAL CONDUIT
LAYOUT**

Sheet No.:



AIA® Document G701™ – 2017

Change Order

PROJECT: *Fire & Police Department
Stations Off-Site Improvements*

CONTRACT INFORMATION: Contract
For: *C#2021-22-05*
Date: *03/28/2022*

CHANGE ORDER INFORMATION: Change
Order Number: *01*
Date: *05/16/2022*

OWNER: *City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596*

ARCHITECT: *City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596*

CONTRACTOR: *Castle Enterprises, LLC
2210 Marro Road
Monte Alto, TX 78538*

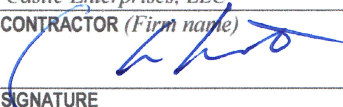
The Contract is changed as follows:

The addition of 4" SCH 40 electrical conduit, 4" SCH 40 long radius elbows and one (1) concrete boxes for AEP relocation of services. The need to adjust a 6" PVC Fire Hydrant waterline due to a conflict with the 24" RCP storm line at STA 12+00 and STA 8+20 and a conflict with sanitary sewer line at STA 8+20.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 736,497.45
The net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 736,497.45
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 24,925.58
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ 761,423.03
The Contract Time will be (increased) (decreased) (unchanged) by	(10) days.
The new date of Substantial Completion will be	November 03, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

_____ ARCHITECT (Firm name)	<i>Castle Enterprises, LLC</i> _____ CONTRACTOR (Firm name)	_____ OWNER (Firm name)
_____ SIGNATURE	 _____ SIGNATURE	_____ SIGNATURE
_____ PRINTED NAME AND TITLE	<i>Christopher Castillo, Dir. of Construction</i> _____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE
_____ DATE	<i>06/03/2022</i> _____ DATE	_____ DATE

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.

Change Order Worksheet
 Contractor Name: Castle Enterprises
 Starting Date: 3/28/2022
 Project Ending Date: 11/3/2022
 Engineer's/County Project Desc: Fire & Police Department Stations Off-Site Improvements

Change Order: 1
 Date: 6/3/2022
 Engineer's/County Project No.: CH2021-22-05

No.	Item Code	Description	Unit	Original Schedule Value			Change Order No. 1	
				Original Rates	Qty	Dollars	Change Qty	Change Cost
DEMOLITION								
1		REMOVAL - CURB AND/OR GUTTER	LF	\$ 3.99	1470	\$ 5,865.30		\$ -
2		REMOVAL - SANITARY SEWER MANHOLE	EA	\$ 558.25	1	\$ 558.25		\$ -
3		REMOVAL - SANITARY SEWER LINE	LF	\$ 3.94	170	\$ 669.80		\$ -
PAVING IMPROVEMENTS								
4		2.5" HMAC	SY	\$ 22.55	3797	\$ 85,622.35		\$ -
5		1.5" HMAC	SY	\$ 16.21	6227	\$ 100,939.67		\$ -
6		PLANE OR MILL PAVEMENT (1.5")	SY	\$ 5.97	5455	\$ 32,566.35		\$ -
7		10" FLEX BASE	SY	\$ 10.88	7201	\$ 78,346.88		\$ -
8		8" LIME TREATED SUBGRADE - 4%	SY	\$ 7.31	7201	\$ 52,639.31		\$ -
9		CONCRETE CURB & GUTTER	LF	\$ 14.59	3146	\$ 45,900.14		\$ -
10		STREET - CONCRETE DRIVEWAY APRON/PAVEMENT	SY	\$ 56.55	175	\$ 9,896.25		\$ -
11		5' CONCRETE SIDEWALK (4" THICK)	SY	\$ 40.88	724	\$ 29,597.12		\$ -
12		ADA RAMP	EA	\$ 761.25	4	\$ 3,045.00		\$ -
DRAINAGE IMPROVEMENTS								
12		CONNECTION TO EXISTING STORM MANHOLE	EA	\$ 1,087.50	1	\$ 1,087.50		\$ -
13		48" MANHOLE	EA	\$ 4,132.50	1	\$ 4,132.50		\$ -
14		TY A INLET	EA	\$ 3,697.50	7	\$ 25,882.50		\$ -
15		18" RCP	LF	\$ 52.72	532	\$ 28,047.04		\$ -
16		24" RCP	LF	\$ 64.21	551	\$ 35,379.71		\$ -
WATER IMPROVEMENTS								
17		8" WATERLINE	LF	\$ 42.08	993	\$ 41,785.44		\$ -
18		16" STEEL CASING	LF	\$ 130.27	95	\$ 12,375.65		\$ -
19		16"x8" TAPPING SLEEVE	EA	\$ 7,008.40	1	\$ 7,008.40		\$ -
20		8" 45 DEGREE	EA	\$ 683.94	6	\$ 4,103.64		\$ -
21		8" 90 DEGREE	EA	\$ 829.49	1	\$ 829.49		\$ -
22		8" 11.25 DEGREE	EA	\$ 767.88	1	\$ 767.88		\$ -
23		8" GATE VALVE AND COLLAR	EA	\$ 2,178.02	3	\$ 6,534.06		\$ -
24		FIRE HYDRANT W/GATE VALVE	EA	\$ 6,422.47	1	\$ 6,422.47		\$ -
25		CUT AND RESTORE PAVEMENT	SY	\$ 33.86	22	\$ 744.92		\$ -
SEWER IMPROVEMENTS								
26		SEWER SERVICE CONNECTIONS	EA	\$ 1,872.01	3	\$ 5,616.03		\$ -
27		8" PVC SDR26	LF	\$ 33.55	601	\$ 20,163.55		\$ -
28		48" FIBERGLASS MANHOLE	EA	\$ 4,862.29	4	\$ 19,449.16		\$ -
29		CUT AND RESTORE PAVEMENT	SY	\$ 33.86	76	\$ 2,573.36		\$ -
30		CONNECT TO EXISTING SANITARY SEWER	EA	\$ 1,305.00	1	\$ 1,305.00		\$ -
MISCELLANEOUS								
31		TRAFFIC CONTROL PLAN AND DEVICES	LS	\$ 6,380.00	1	\$ 6,380.00		\$ -
32		PAVEMENT MARKINGS	LS	\$ 33,539.23	1	\$ 33,539.23		\$ -
33		TEMPORARY EROSION	LS	\$ 8,598.50	1	\$ 8,598.50		\$ -
34		MOBILIZATION	LS	\$ 14,500.00	1	\$ 14,500.00		\$ -
35		CONSTRUCTION STAKING	LS	\$ 3,625.00	1	\$ 3,625.00		\$ -
CHANGE ORDER #1								
CO#1A		4" CONDUIT SCH 40	LF	\$ 32.28	0	\$ -	423	\$ 13,654.44
CO#1B		4" LONG RADIUS W/CONCRETE BOX	EA	\$ 570.14	0	\$ -	1	\$ 570.14
CO#1C		6" PVC FH ADJUSTMENT	EA	\$ 3,567.00	0	\$ -	3	\$ 10,701.00
				TOTAL BASE	\$	736,497.45	CHANGE ORDER NO. 2	\$ 24,925.58



Standardized Agenda Request Form

Date of Meeting: June 7, 2022		Agenda Item No. (to be assigned by CSO): 2022-5484
From:		
Subject: Discussion and consideration to authorize solicitation of bids for street lighting improvements for the new fire and police stations project and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)		
Background: See attached memo.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA Albert Aldana Martin Garza		Created/Initiated Approved New
City Manager Comments: Approve as recommended by the City Engineer.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo Streetlights, 10-Street Layout-1, Street Light Example, Police Fire Project Budget with Infrastructer detail Jun 22		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

DATE: June 2, 2022

TO: Mayor Suarez, City Commissioners
Interim City Manager Martin Garza

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

RE: **New Fire and Police Stations Off-Site Improvements Project
Authorization to Solicit Bids for Lighting Improvements**

This item seeks your approval to solicit bids for the proposed lighting improvements for the subject project.

A total of ten (10) streetlights are proposed for the project to provide lighting along Whitmer St, Railroad St, and Bridge Street. Since the existing lights along Whitmer St and Bridge Streets will be removed because of the proposed underground electrical service by AEP, there will be a need for street lighting along these streets as well as the new Railroad Street which is presently under construction. Street lighting will be provided via 40-foot-tall poles and LED lighting assemblies as illustrated in the attached example photo of a lighting pole along Texas Blvd adjacent to Vera's Meat Market.

The lighting project is estimated at \$200,000.00. Funds are available from the Infrastructure Funds totaling \$1,050,000.00 of which \$736,497.00 have been encumbered for the off-site improvements under construction by Castle Enterprises, LLC.

See attached conceptual lighting plan.

Staff recommends approval.

A handwritten signature in blue ink, appearing to read 'Aldana', is written over a horizontal line.

**VERAS
KING O MEATS**



City of Weslaco
Police Station Municipal Court & Downtown Firestation
Capital Outlay - Infrastructure: Water/Sewer/Drainage/Paving
Account 408-5202-553120
Project Account Name - 408-5202-01

Budget presented to City Commission October 19, 2021	\$	1,050,000
Actual YTD	\$	736,497

<u>Project</u>	<u>Amount</u>	<u>Purchase Order</u>	<u>Vendor</u>
RFB#2021-22-05 Off-Site Improvements: Water/Sewer/Drainage/Paving	\$ 736,497	22-1934	Castle Enterprises
Street Lights, Primary Conduit	\$ -		
Signal lighting Controller	\$ -		
AEP Contribution	\$ -		
Balance:	\$ 313,503		
