



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 17, 2023**

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, January 17, 2023 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.
 - 1) Recognition of Weslaco East student Estrella Carlos.
- 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. REPORTS

- A. Weslaco High School Family, Career, and Community Leaders of America report on Gibson Park Musical Garden Project.
- B. Inframark.

IV. PUBLIC HEARING

- A. To solicit input on behalf of Willie Arratia to rezone 4020 E Pike, also being 1.16 acres out of Farm Tract 1036, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district.
- B. To solicit input on behalf of Gloria Garza to rezone 809 N. Pino, also being Lot 8-9, Block 18, Esplanada Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District.
- C. To solicit input on behalf of Ramon Gonzalez III to rezone 1602 & 1604 Judi St., also being Lot 14-15, Block 5, Sun Country Estates Unit #2 Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District.
- D. To solicit input on behalf of David M Chacon to rezone 3611 Camino De Verdad, also being 17.83 acres more or less, tract of land out of 16.76-acre tract land out of FT1021 and a 1.07-acre tract of land out of FT 1022, Blk 113, Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District.
- E. To solicit input on behalf of Jesus Fabian Davila to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit, Beverage Cartage Permit at 303 S. Texas, also being the N ½ Lot 23 & all of Lot 24, Block 26, Weslaco Original Townsite, Weslaco, Hidalgo County, and Texas.

V. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and the Governing Body has been furnished with background and support material on each item and will be acted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and voting on the Consent Agenda.

- A. Approval of the Minutes of the Regular Meeting on January 3, 2023 (Staffed by City Secretary Department.) Attachment.
- B. Approval of a request by Valley Nature Center to utilize Gibson Park parking lot on April 15, 2023 from 8 a.m. – 10 p.m. for the annual Spring Feast event, and authorize the Mayor to execute any related documents as may be required, and waive any fees that may be associated with the event. (Requested by Valley Nature Center.) Attachment.
- C. Approval to submit an application for a Texas Recreational Trail Grant program for a non-motorized trail to be located at Mayor Pablo Pena City Park with a total project cost not to exceed \$250,000, which includes a 20% match and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation.)
- D. Approval of a six-month extension for the Final Plat for Texas Heights Subdivision

being a 18.067 being a part or portion out of Farm Tracts 108 &109, The West and Adams Tracts, Weslaco, Hidalgo County, Texas located on Texas Blvd approximately 2000ft south of Mile 10 North Road and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.) Attachment.

- E. Approval on renewal of the Professional Services Agreement with Dr. Andrew Levine for Emergency Medical Services, Medical Director for an amount not to exceed \$40,000 per year and appointment as Health Authority for the City of Weslaco with the annual salary of \$10,000 per year to run concurrently for a two-year term from February 2023 - February 2025 and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment.
- F. Approval of Resolution 2023-01 for FY2024 Juvenile Justice and Truancy Prevention Grant Program #4003404 for an amount not to exceed \$100,000 with No Match Required and No recurring Costs for the First Offender Coordinator's salary and to purchase equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- G. Approval of Resolution 2023-02 for FY2024 General Victim Assistance Grant Program #3814605 for an amount not to exceed \$100,000 with NO MATCH and NO Recurring fees for the Crime Victim Coordinator's Salary and to purchase equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- H. Approval of Resolution 2023-03 for FY2024 Project Safe Neighborhoods Program (South) Grant #4271603 for an amount not to exceed \$100,000 with No Match and No Recurring fees to pay for overtime for sworn officers and to purchase equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- I. Approval of Resolution 2023-04 for FY24 Violence Against Women Justice and Training Program Grant #4507602 in the amount not to exceed \$50,000 with a 30% Match Required and No Recurring fees for pay for travel and training on violence against women and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- J. Approval of Resolution 2023-05 for 2023 State Homeland Security Program - Regular Projects Grant #4508002 in the amount not to exceed \$100,000 with No Match and No Recurring fees required for the purchase of cybersecurity software and hardware and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- K. Approval of Resolution 2023-06 for FY24 Internet Crimes Against Children Grant Program #4740701 for an amount not to exceed \$200,000 with No Match and No recurring Fees required to pay for overtime for investigators, training and travel, supplies and equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.

- L. Approval of Resolution 2023-07 for FY2024 Body-Worn Camera Grant Program #4367802 for an amount not to exceed \$100,000 with a 25% match required and no recurring fee to purchase additional storage space for the body-camera data and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- M. Approval of Resolution 2023-08 for FY24 Rifle-Resistant Body Armor Grant Program #4740801 in an amount not to exceed \$50,000 with No Match Required and No Recurring fees to purchase rifle resistant body armor and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.

VI. APPOINTMENTS

- A. Discussion and consideration on Resolution 2023-09 appointing a member to the Board of Adjustments and Appeals to the Building Codes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment.
- B. Discussion and consideration on Resolution 2023-10 appointing members to the Weslaco Economic Development Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco EDC.) Attachment.
- C. Discussion and consideration on Resolution 2023-11 appointing members to the Animal Shelter Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.

VII. OLD BUSINESS

- A. Discussion and consideration on Ordinance 2022-47 for dis-annexation request from the property owner of Angelita Estates Subdivision being 8.35 acres, being part or portion of Farm Tracts 799, 800 and 804 West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 805ft. South of Tierra Santa St along FM 88. and authorize the Mayor to execute any related documents. First reading on Ordinance 2022-47. Possible action. (There was no action December 20, 2022; staffed by Planning and Code Enforcement Department.) Attachment.
- B. Discussion and consideration to approve a lease agreement with the Economic Development Corporation of Weslaco for building lease space located at 275 South Kansas Avenue and authorize the Mayor to execute any related documents. Possible action. (There was no action on January 3, 2023; staffed by Asst. City Manager.) Attachment.
- C. Discussion and consideration to approve a lease agreement with the Weslaco Area Chamber of Commerce & Visitor Center for building lease space located at 255 South Kansas Avenue and authorize the Mayor to execute any related documents. Possible

action. (There was no action on January 3, 2023; staffed by Asst. City Manager.) Attachment.

- D. Discussion and re-consideration on agreement with Ares Services Incorporated to assist in grant preparation and legislative assistance in the area of flooding, aviation and other matters determined by the commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.) Attachment.

VIII. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Willie Arratia on Ordinance 2023-01 to rezone 4020 E Pike, also being 1.16 acres out of Farm Tract 1036, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-01. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- B. Discussion and consideration after public hearing on behalf of Gloria Garza on Ordinance 2023-02 to rezone 809 N. Pino. Also being Lot 8-9, Block 18, Esplanada 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 2023-02. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- C. Discussion and consideration after public hearing on behalf of Ramon Gonzalez III on Ordinance 2023-03 to rezone 1602 & 1604 Judi St. Also being Lot 14-15, Block 5, Sun Country Estates Unit #2 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 2023-03. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- D. Discussion and consideration after public hearing on behalf of David M Chacon on Ordinance 2023-04 to rezone 3611 Camino De Verdad also being 17.83 acres, more or less of land out of 16.76-acre tract of land out of FT1021 and a 1.07-acre tract of land out of FT 1022, Blk 113, 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 2023-04. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- E. Discussion and consideration after public hearing on behalf of Jesus Fabian Davila for a Mixed Beverage Permit, Mixed Beverage Late Hours Permit, Beverage Cartage Permit at 303 S. Texas, also being the N ½ Lot of 23 & all of Lot 24, Block 26, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning &

Code Enforcement Department.) Attachment.

- F. Discussion and consideration to approve the Final Plat for Lucy Laffite Subdivision being a 10.415 acres out of Farm Tracts 56, West Tract Subdivision and Lots 8 through 20, Davenport Subdivision No.3, Weslaco, Hidalgo County, Texas Located on the Northwest corner of Airport Drive & Business 83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- G. Discussion and consideration to approve the Final Plat for The Groves Subdivision being a 13.90 acres out of Acre Tract out of lot 236, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 1300 North of the intersection of Mile 11 N Road and Westgate Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- H. Discussion and consideration to approve the Final Plat for White Rose Subdivision—being a 4.644-acre tract of land out of Farm Tract 31, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located North of the intersection of Dolores Huerta & Bridge and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- I. Discussion and consideration on Ordinance 2023-05 for dis-annexation request from the property owner of Gilberto Estates Subdivision— being a 4.56-acre tract of land out of Farm Tract 101, West and Adams Tract Subdivision, Hidalgo County, Texas located northwest corner of mile 10 N Rd & Mile 4 ½ West Rd and authorize the Mayor to execute any related documents. First reading on Ordinance 2023-05. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.
- J. Discussion and consideration to approve the purchase of 920 water meters from the sole source vendor, Core & Main in an amount not to exceed \$372,782 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- K. Discussion and consideration of the proposal from Insight for Basic Maintenance of Internal Connections in response to the library's request for proposals within the confines of the E-Rate Program Round 26, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.) Attachment.
- L. Discussion and consideration to accept the lowest bidder Insight as vendor for network equipment and internal connections within the New Library Facility through the confines of the E-Rate Program and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.) Attachment.
- M. Discussion and consideration to approve Contingency Allowance Expenditure Authorization No. 8 New Police Department and Judicial Court Change Proposal No.

016R Pedestrian gates at an amount not to exceed \$16,379 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.

- N. Discussion and consideration to approve Contingency Allowance Expenditure Authorization No. 8 New Police Department and Judicial Court Change Proposal No. 017 Restroom Exhaust Fans not in plans at an amount not to exceed \$2,332 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.
- O. Discussion and consideration to approve Contingency Allowance Expenditure Authorization No. 4 New Downtown Firestation No. 2 request for Change Order No. 17 AIRVAC911 Control Panel Setup in an amount not to exceed \$7,850 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.
- P. Discussion and consideration on the renewal of the lease agreement with Weslaco Little League for use of Isaac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2, Field #3, Field #4 and the Concession Stands effective February 1, 2023 through July 31, 2023 and authorize the Mayor to execute any related documents. Possible action. (Requested by Weslaco Little League.) Attachment.
- Q. Discussion and consideration to purchase headworks equipment for the South Wastewater Treatment Plant from sole source vendor, Huber Technology in the amount not to exceed \$153,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Inframark.) Attachment.
- R. Discussion and consideration to purchase a Return Activated Sludge (RAS) pump station for the North Wastewater Treatment Plant under BuyBoard contract #672-22 from Austin Armature Works in the amount not to exceed \$97,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Inframark.) Attachment.
- S. Discussion and consideration to purchase and replace a portable diesel pump utilized for emergencies at all facilities and all lift stations under BuyBoard contract #672-22 from Precision Pump System in the amount not to exceed \$64,926 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Inframark.) Attachment.

IX. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

- (a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member of the public the certified agenda or tape recording of a meeting that was lawfully closed to the public under this chapter:
 - (1) commits an offense; and
 - (2) is liable to a person injured or damaged by the disclosure for:
 - (A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;
 - (B) reasonable attorney fees and court costs; and
 - (C) at the discretion of the trier of fact, exemplary damages.
- (b) An offense under Subsection (a)(1) is a Class B misdemeanor.
- (c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:
 - (1) the defendant had good reason to believe the disclosure was lawful; or
 - (2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Legal Consultation - Consultation with City Attorney regarding 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.
- C. Legal Consultation - Consultation with City Attorney regarding claims by the City against Castle Enterprises regarding the Police and Fire Station Project as authorized by Section §551.071 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney regarding investigation of the Assistant Fire Chief as authorized by §Section 551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

XI. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 13th day of January 2023 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:

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2022-6016	
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	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Luis Rodriguez from First Baptist Church will lead the invocation. C. Mayor will lead the Pledge of Allegiance; Mayor Pro-Tem may lead the Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge and Mission updated 11.18.22			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, 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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2022-5999	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Willie Arratia to rezone 4020 E Pike, also being 1.16 acres out of Farm Tract 1036, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district.			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 neighborhood business district. Nine (9) property owners within 200 feet of the applicant's property were notified by letter on November 23, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on December 19, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval at the regular meeting on January 04, 2023.			
KAYLA AREVALO REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve solicitation of public comments.			
Staff Recommendation: Staff recommends approval based on 2040 land use map which identifies Pike as a Commercial Corridor.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant			



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6196	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Gloria Garza to rezone 809 N. Pino, also being Lot 8-9, Block 18, Esplanada Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District.			
Background: The applicant is requesting to rezone, from R-1 One-family dwelling district to R-2 Duplex and Apartment District. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on December 22, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on December 19, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended deny at the regular meeting on January 04, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve solicitation of public comments.			
Staff Recommendation: Staff recommends denial based on the 2040 land use map and surrounding land use.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6197	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Ramon Gonzalez III to rezone 1602 & 1604 Judi St., also being Lot 14-15, Block 5, Sun Country Estates Unit #2 Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District.			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartment District. Thirty-seven (37) property owners within 200 feet of the applicant's property were notified by letter on December 22, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on December 19, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended deny at the regular meeting on January 04, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve solicitation of public comments.			
Staff Recommendation: Staff recommends denial based on 2040 land use map and surrounding land use.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6198	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of David M Chacon to rezone 3611 Camino De Verdad, also being 17.83 acres more or less, tract of land out of 16.76-acre tract land out of FT1021 and a 1.07-acre tract of land out of FT 1022, Blk 113, Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to R-2 Duplex and Apartment District.			
Background: The applicant is requesting to rezone from R-1 One-family dwelling district to R-2 Duplex and Apartment District. Forty-one (41) property owners within 200 feet of the applicant's property were notified by letter on December 22, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on December 19, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval at the regular meeting on January 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve solicitation of public comments.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6199	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Jesus Fabian Davila to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit, Beverage Cartage Permit at 303 S. Texas, also being the N ½ Lot 23 & all of Lot 24, Block 26, Weslaco Original Townsite, Weslaco, Hidalgo County, and Texas.			
Background: The applicant is requesting a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit, Beverage Cartage Permit. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on December 22, 2022			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission: City Commission previously approved a Conditional Use Permit for Oak Texas Bar & Grill LLC in May of 2022.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on December 19, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval at the regular meeting on January 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve solicitation of public comments.			
Staff Recommendation: Staff recommends approval of the conditional use permit.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2022-6021	
From:			
Subject: Approval of the Minutes of the Regular Meeting on January 3, 2023 (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action of the regular meeting on January 3, 2023.			
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	
City Manager Comments: Approve as recommended by the City Secretary.			
Staff Recommendation: Approve.			
Attachments, if any: 230103 minutes draft			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
JANUARY 3, 2023**

On Tuesday, January 3, 2023, 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
	Commissioner	Greg Kerr
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Josh Pedraza
	Commissioner	Adrian Farias
	Commissioner	Letty Lopez
ABSENT:	Mayor Pro Tem	JP Rodriguez
STAFF PRESENT:	Martin Garza	City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Rosie Cavazos, Interim Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Joe Pedraza, Asst. Director Planning and Code Enforcement, Ted Walensky, Captain, Chris Sanchez, Fire Marshal, David Arce, Deputy Public Works Director, Albert Aldana, City Engineer, Omar Rodriguez, Parks & Recreation Director, Eder Castaneda, IT Dept, Rosa Badillo, Court Coordinator, Molly Vallejo, Administrative Secretary 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, December 30, 2022.

B. Invocation.

Pastor Timothy Aguiar from Open Door Baptist Church led the invocation.

C. Pledge of Allegiance.

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

D. Mayoral Recognition.

None.

E. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting the absence of Mayor Pro Tem Rodriguez and the arrival of Commissioner Kerr at 5:41 p.m. A quorum was present.

II. PUBLIC COMMENTS

Sandra Reyna, 217 S. Pat Cannon Street voiced comments on the issuance of debt of \$12.5million the commission will be doing and against the proposed expenditures of the public safety building (new) and parks; citing drainage should be their priority of monies being spent.

Randy Hall, 1400 El Paseo Drive, also voiced concerns about the issuance of debt and what those monies are for; was told for parks and against this; monies should be a priority for drainage and streets.

III. REPORTS

A. Weslaco Chamber of Commerce

Barbara Jean Garza, President/CEO, reported advertising for the month of December 2022 was \$8,809; visitors for the month totaled 1,330 that included event guests and in and out of State visitors, 11 facility reservations; reported on upcoming events, ribbon cuttings and the Networking Lunch Mob. highlighted the Holiday Market and Christmas parade well attended and a success, reported on save the dates for February 8 the Weslaco Annual Awards Program, Weslaco Royal Pageant February 11 and Texas Onion Festival, March 25, will attend the Texas Association of Convention and Visitors Bureau Winter Conference in Plano January 17-20, hosting several coffee bar sponsors and working on featuring the Texas Onion Fest in the Texas Highways Magazine.

B. Weslaco Economic Development Corporation

Maria Cisneros, EDC Manager Retail Recruitment & Commercial Real Estate, reported in discussions with the Darden & Ryan Group about locating one of their restaurants to Weslaco, retail activity at the South Point Plaza 2 has Fazoli's Restaurant, EZ Cuts, Fork to Fit Kitchen, Tropical Smoothie Café, La Casa De Mi Abuela, and Capital Financial locating there, retail activity for The Shops at N Bridge included Dunkin Donuts, Juice us, Jersey Mikes, Stefano's Pizza, Mori Japanese Grill, Benjamin Moore Sierra Paint, Valvoline Instant Oil Change, FIT Lab Fitness, Paris Bakery, Freddy's to locate there, assisting New York Deli on finalizing a contract for the property on 601 South Texas and will change business name to Liberty Deli, opening this month, reported on travel for upcoming Red River Conference in January 18-20th and registration for RECON Conference is scheduled for May and working on setting meetings and itinerary.

IV. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and the Governing Body has been furnished with background and support material on each item and will be acted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and voting on the Consent Agenda.

A. Approval of the Minutes of the Regular Meeting on December 20, 2022. (Staffed by City Secretary Department.)

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

1) Approval on Ordinance 2022-45 to rezone 3920 E Pike. Also being 28.34 acres out of Farm Tract 1036, West and Adams Tract, 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 December 20, 2022; staffed by Planning & Code Enforcement Department.)

2) Approval on Ordinance 2022-46 to rezone 808 & 812 W 10th St. Also being Lot 6 & 7, Laura Raquel Trejo 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 December 20, 2022; staffed by Planning & Code Enforcement Department.)

3) Approval on Ordinance 2022-48 amending ordinance 2021-41 to increase a 10-foot utility easement along the westside of lot C-1 Re-Plat of Apostolic Church Subdivision to a 15-foot utility easement along the westside of lot C-1 Re-Plat of Apostolic Church Subdivision and authorize the Mayor to execute any related documents. (First reading held December 20, 2022; staffed by Planning & Code Enforcement Department.)

C. Approval to submit an application to the US DOT RAISE Grant program for the creation of an Airport Masterplan in the amount of \$250,000 with NO MATCH REQUIRED and NO RECURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Airport/Grant Writer.)

D. Approval on renewal of the lease agreement with I Theatre, Inc. for the use of the Tower Theatre and Tower House effective January 1, 2023 - December 31, 2023 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

E. Approval to accept and ratify the FY23 Bullet-resistant Shield Grant #4611001 for the amount of \$228,423.60 with NO MATCH and NO RECURRING fees to purchase bullet-resistant shields and authorize the Mayor to execute any related documents (staffed by Police Department.)

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

Following for the record are captions of the ordinances.

ORDINANCE NO. 2022-45

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 3920 E PIKE. ALSO BEING 28.34 ACRES OUT OF FARM TRACT 1036, WEST AND ADAMS TRACT, HIDALGO COUNTY, TEXAS FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

ORDINANCE NO. 2022-46

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 808 & 812 W 10TH ST. ALSO BEING LOT 6 & 7, LAURA RAQUEL TREJO SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

ORDINANCE NO. 2022-48

AN ORDINANCE INCREASING THE SIZE OF 10-FOOT UTILITY EASEMENT ALONG THE WESTSIDE OF LOT C-1 RE-PLAT OF APOSTOLIC ASSEMBLY CHURCH SUBDIVISION, HIDALGO COUNTY, TEXAS, TO A 15 FOOT UTILITY EASEMENT ALONG THE WESTSIDE AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

CITY OF WESLACO
/s/David Suarez, MAYOR

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

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

V. NEW BUSINESS

A. Discussion and consideration to certify city advisory boards, and their members as selected and appointed by each elected official and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Martin Garza, City Manager, recommended approval stating the advisory board list presented is in accordance with the Ordinance on board appointments and certifies those appointments for each elected official.

Commissioner Kerr seconded by Commissioner Pedraza, moved to approve, and certify city advisory boards and their members as selected and appointed by each elected official as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration on agreement with Ares Services Incorporated to assist in grant preparation and legislative assistance in the area of flooding, aviation and other matters determined by the commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.)

Andrew Muñoz, Assistant City Manager, stated the consultant assists with the city's legislative agenda and grants with State and Federal representatives; grants obtained in 2021 included FEMA, EDA GLO, TCEQ, TWDB, TXDOT, CARES ACT AND ARPA. Staff recommended approval for a two-year agreement at \$2,500 monthly.

Commissioner Pedraza seconded by Commissioner Kerr moved to approve agreement with Ares Services Incorporation as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve a lease agreement with the Economic Development Corporation of Weslaco for building lease space located at 275 South Kansas Avenue and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Asst. City Manager.)

Andrew Munoz requested no action along with the subsequent item as more time was needed by EDC and the Chamber to review.

No action.

D. Discussion and consideration to approve a lease agreement with the Weslaco Area Chamber of Commerce & Visitor Center for building lease space located at 255 South Kansas Avenue and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Asst. City Manager.)

No action.

E. Discussion and consideration to approve emergency repairs of the riser pipe for the downtown water tower located at 120 S. Kansas Ave, to Texas Tank Services in the amount of \$66,500 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.)

David Arce, Deputy Public Works Director recommended approval of the emergency repairs of the riser pipe for the downtown water tower located at 120 S. Kansas Ave; three bids received with one withdrawing. Staff recommended to approve Texas Tank Services for the emergency repairs as they were the lowest respondent in the amount of \$66,500 and noted a change order may be needed once an inspection is done that will determine the repairs to be done and will take about 3-weeks.

Commissioner Pedraza seconded by Commissioner Gonzalez moved to approve Texas Tank Services in the amount of \$66,500 for the emergency repairs of the riser pipe located at 120 S. Kansas Ave., as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to ratify a purchase order for a bypass of a manhole located at 18th Street and Airport near the ditch to Southern Trenchless Solutions, in the amount of \$44,188 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from discussion and vote.

David Arce requested to ratify repairs done for an emergency bypass repair of a collapsed manhole near Airport and 18th Street. Staff recommended approval of the purchase order issued to Southern Trenchless LLC, in the amount of \$44,188 for the emergency repair.

Commissioner Pedraza questioned the order of action for item F and G noting they seemed to coincide with each other. Martin Garza stated an emergency arose when sewage began flooding a cul-de-sac. This needed immediate attention and the result was to due a bypass repair as it posed

a health threat and a follow up to the emergency repair was to repair the collapsed manhole that created the emergency.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve and ratify purchase order to Southern Trenchless Solutions, in the amount of \$44,188 for a bypass repair of manhole located at 18th Street and Airport as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

G. Discussion and consideration to repair a collapsed manhole located at 18th Street and Airport near the ditch to Southern Trenchless Solutions, in the amount of \$81,235 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from discussion and vote.

David Arce recommended approval to award Southern Trenchless Solutions, in the amount of \$81,235 to repair the collapsed manhole.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Southern Trenchless Solutions, in the amount of \$81,235 to repair a collapsed manhole located at 18th Street and Airport as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

H. Discussion and consideration to award Manhole Rehabilitation- to Southern Trenchless Solutions, LLC., Buyboard vendor contract #635-21, in the amount not to exceed \$148,960 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from discussion and vote.

David Arce stated annually a manhole rehab project is done; staff along with Southern Trenchless identified over 100 manholes that need rehab; were evaluated and ranked based on the condition and life span of the manhole; monies budgeted for this year is \$150,000. Staff recommended approval of repairs for 21manholes in the amount not exceed \$148,960.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve and award Southern Trenchless for manhole rehabilitation project in the amount of \$148,960 as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

VI. EXECUTIVE SESSION

At 6:03 pm. Commissioner Farias seconded by Commissioner Pedraza moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 6:52 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at Pike and Vo-Tech as authorized by §551.072 of the Texas Local Government Code.

Commissioner Pedraza seconded by Commissioner Farias moved to authorize the sale of Lot 2, to Payne Auto Group as an adjacent landowner and pursuant to the appraised value as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

C. Legal Consultation - Consultation with City Attorney regarding claims by the City against Castle Construction regarding the Police and Fire Station Project as authorized by Section §551.071 of the Texas Government Code.

No action.

D. Legal Consultation - Consultation with City Attorney regarding investigation of the Assistant Fire Chief as authorized by §Section 551.071 of the Texas Government Code.

No action.

VIII. ADJOURNMENT

Commissioner Farias seconded by Commissioner Pedraza moved to adjourn the meeting of January 3, 2023, at 6:53 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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6191	
From:			
Subject: Approval of a request by Valley Nature Center to utilize Gibson Park parking lot on April 15, 2023 from 8 a.m. – 10 p.m. for the annual Spring Feast event, and authorize the Mayor to execute any related documents as may be required, and waive any fees that may be associated with the event. (Requested by Valley Nature Center.)			
Background: Spring Feast is one of the Valley Nature Center's annual fundraising events for operations. The parking lot will be closed for the day. However, the park remains open to pedestrian traffic. Rental of pavilions will be blocked for the day.			
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 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: Letter request VNC to close Gibson Park for Spring Feast 2023			
Responsibilities upon Approval:			

From: [Hollie Johnston](#)
To: [Molly Vallejo](#); [Omar Rodriguez](#)
Subject: April 15, 2023
Date: Wednesday, January 4, 2023 1:35:14 PM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Happy New Year!

We have scheduled our Spring Feast dinner for Saturday, April 15th. We respectfully request Gibson Park parking lot be closed for that day to reserve the parking for our event.

Please let me know if you have any questions or need any additional information. I appreciate your help with our request.

--

Sincerely,

Hollie S. Johnston
Executive Director

Office: (956) 969-2475
Cell: (956) 844-5761
Fax: (956) 969-9915



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6192	
From:			
Subject: Approval to submit an application for a Texas Recreational Trail Grant program for a non-motorized trail to be located at Mayor Pablo Pena City Park with a total project cost not to exceed \$250,000, which includes a 20% match and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation.)			
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):			
OMAR RODRIGUEZ OMAR RODRIGUEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by the Parks and Recreation Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6207	
From: REBEKAH DE LA FUENTE			
Subject: Approval of a six-month extension for the Final Plat for Texas Heights Subdivision being a 18.067 being a part or portion out of Farm Tracts 108 & 109, The West and Adams Tracts, Weslaco, Hidalgo County, Texas located on Texas Blvd approximately 2000ft south of Mile 10 North Road and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed one hundred and eighty one (181) lot subdivision is located inside the City of Weslaco. Final Plat approval is set to expire on December 14, 2022. This is the first 6-month extension for the subdivision. Project is 80% completed and engineering has provided an email with pending items.			
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 at the regular meeting on January 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Planning and Zoning Commission and staff.			
Staff Recommendation: Staff recommends approval of the six-month extension.			
Attachments, if any: Tx Heights- Memo, Texas heights subd -extension request, TX Heights- Engineering Email			
Responsibilities upon Approval: Staff will advise applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Texas Heights- Six-Month Extension

DATE: January 10, 2023

The proposed subdivision was previously approved by the City Commission on December 14, 2021, this is the developers first six-month extension. City staff has reviewed and approved the construction plans and a notice to proceed was issued. The developer is currently working on the project is 80% completed. Engineering staff has provided a list of pending items for completion.

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

December 7, 2022

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

Re: TEXAS HEIGHTS SUBDIVISION – REQUEST FOR EXTENSION

Dear Ms. De La Fuente:

On behalf of the owner, 88 Properties, LLC., we would like to request a six-month extension of plat for Phase II of Texas Heights Subdivision. We are currently working on the recording of Texas Heights Phase I. According to our records, the last approval was in June 2022. The owners are requesting an additional six-month extension.

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



MELDEN & HUNT INC.

CONSULTANTS •

ENGINEERS •

SURVEYOR

115 West McIntyre - Edinburg, TX 78541

(956) 381-0981 - (956) 381-1839 fax

www.meldenandhunt.com

Date:

December 7, 2022

Transmittal

To:	City of Weslaco Planning Dept. - 255 S. Kansas Ave., - Weslaco, TX 78596
Attention:	Rebekah De La Fuente - (956) 968-3181
From:	Mario A. Reyna, P.E.
Job Title:	TEXAS HEIGHTS SUBDIVISION - Extension Request
Job No. :	21074.00

The following is being transmitted:

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

Transmitted as Follows:

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

Qty	Description
1	Extension Letter

Remarks: Attached please find the extension letter for TEXAS HEIGHTS SUBDIVISION.
If you have any questions, please feel free to contact us. Thank you!

Transmitted By: Wendy Rodriguez, S/D Adm. Ass't

Received By: _____ Time: _____ Date: _____

From: [Joe Mondragon](#)
To: [Flor Acuna](#)
Cc: [Rebekah M. De La Fuente](#); [Salvador Ayar](#)
Subject: TX Heights Update
Date: Wednesday, December 21, 2022 3:36:04 PM
Attachments: [image001.png](#)

Good Afternoon,

This is to inform on things pending for the project of TX Height. They still need to do cmts on final flex-base, as well as asphalt, rolling patterns, and core samples. The waterline still needs pressure test and BacT samples too. They are also adjusting fire hydrants and some services that were out of place, also they are finishing up with the new lift station. Overall the project is about 80% done. If you have any further questions or concerns please don't hesitate to call or message me.

_Thank you,

Joe Mondragon

Construction Inspector

Engineering Department

"CITY ON THE GROW"



City of Weslaco



255 S. Kansas Avenue

Weslaco, TX 78596

Ph: (956) 973-4002 Ext. 6675

Cell: (956) 532-8798

Fax: (956) 973-3128

jmondragon@weslacotx.gov



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6211	
From: ANTONIO LOPEZ			
Subject: Approval on renewal of the Professional Services Agreement with Dr. Andrew Levine for Emergency Medical Services, Medical Director for an amount not to exceed \$40,000 per year and appointment as Health Authority for the City of Weslaco with the annual salary of \$10,000 per year to run concurrently for a two-year term from February 2023 - February 2025 and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)			
Background: Doctor Andrew Levine has served in the capacity of Medical Director and Health Authority in prior years.			
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):			
LAURA LUERA ANTONIO LOPEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by the Fire Department.			
Staff Recommendation: Approval.			
Attachments, if any: Medical Director Health Authority Agreement Term 02.2023- 02.2025			
Responsibilities upon Approval:			

MEDICAL DIRECTOR AND HEALTH AUTHORITY
AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF WESLACO §

This agreement is made and executed on the date of signature below by and between the City of Weslaco, Texas, a home ruled Municipal Corporation, 255 S. Kansas Ave., Weslaco, Texas and Dr. Andrew Levine; 914 S. Utah Ave., Weslaco, Texas.

I.

The City of Weslaco hereby appoints Dr. Andrew Levine. Physician(s) currently licensed to practice medicine in the State of Texas, as the Medical Director(s) of the Weslaco Fire Department Emergency Medical Services (EMS), in compliance with the State of Texas, Health and Safety Code. Dr. Levine will also serve as the Health Authority for the City of Weslaco.

II.

It is agreed that Medical Director(s) shall be paid a total of Forty Thousand dollars (\$40,000.00) annually in equal monthly installments in exchange for the services rendered under this agreement. It is also agreed Dr. Levine was appointed as the City's Health Authority with a compensation of ten thousand dollars (\$10,000.00) annually in equal monthly installments.

III.

The Medical Director(s) will provide medical supervision of the Weslaco Fire Department's Emergency Medical Services (EMS), including serving as to the medical community; develop protocols and standing orders of EMS personnel and units; approve EMS medical equipment and personnel permitted to function within the EMS system; guide and direct the Director of Emergency Medical Service and his staff; approve EMS training programs and training personnel; receive input from emergency departments and community physicians; advise the City of Weslaco regarding creation and enforcement of Ordinances pertaining to EMS; disaster preparedness; and communications, and dispatching procedures related to EMS; receive and investigate complaints; participating in ongoing medical audits, review and EMS personnel and system functions, and report to the Texas Department of Public Safety (TDPS) the goals and progress of the EMS.

IV.

The Medical Director(s) will provide their own malpractice insurance at their own expense.

V.

This Agreement may not be sold, transferred, or assigned in whole or in part by either party without the prior written consent of the other party.

VI.

The Agreement shall remain in effect for a term of two (2) years from commencing the 1st day of February 2023. Either party shall have the right to cancel and terminate this agreement at any time upon 30 days written notice to the other party.

VII.

This agreement shall be governed by the laws of the State of Texas and any litigation arising from this agreement shall lie exclusively in Hidalgo County Texas.

VIII.

This agreement may be terminated at any time without cause by either Party by providing thirty days written notice of termination to the address listed in the preamble to this agreement.

IX.

The Agreement shall be subject to change, amendment, or modification only by the mutual written consent of the parties hereto.

EXECUTED IN DUPLICATE this ____ day of JANUARY 2023.

City of Weslaco:

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED:

MEDICAL DIRECTOR/HEALTH AUTHORITY

Juan E. Gonzalez, **CITY ATTORNEY**

Andrew Levine, M.D.



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6214	
From: ROBERT LOPEZ			
Subject: Approval of Resolution 2023-01 for FY2024 Juvenile Justice and Truancy Prevention Grant Program #4003404 for an amount not to exceed \$100,000 with No Match Required and No recurring Costs for the First Offender Coordinator's salary and to purchase equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications for projects that prevent violence in and around school; and to improve the juvenile justice system by providing mental health services, truancy prevention and intervention through community-based and school programs.			
Funding Source (budget code, if applicable): FY2024 State Criminal Justice Planning Funds - Juvenile Justice & Truancy Prevention Grant Program			
Amount: \$100,000		Term of Impact: 12 months	
Identified in Current Budget: No			
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation: Recommend Approval.			
Attachments, if any: 2024 CEO Law Enforcement Certifications and Assurances Form, R2023-01 FY2024 Juvenile Justice and Truancy Prevention Grant #4003404			
Responsibilities upon Approval:			



**Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form**

Entity Name:	Date:
Agency/Department Name:	
Name of Chief Executive Officer:	
Name of Head of Law Enforcement Agency:	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of _____ (“Grantee”) and as head of _____ (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2024 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2024 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency

RESOLUTION NO. 2023-01

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the FY2024 Juvenile Justice and Truancy Prevention Grant Program be operated for 2023 through 2024; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2024 Juvenile Justice and Truancy Prevention Grant Program application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the FY2024 Juvenile Justice and Truancy Prevention Grant Program to the Office of the Governor.

Grant Number: **4003404**

Adopted and approved this 17th day of January 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6215	
From: ROBERT LOPEZ			
Subject: Approval of Resolution 2023-02 for FY2024 General Victim Assistance Grant Program #3814605 for an amount not to exceed \$100,000 with NO MATCH and NO Recurring fees for the Crime Victim Coordinator's Salary and to purchase equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process.			
Funding Source (budget code, if applicable): 16.575 VA-Victims of Crime Act Formula Grant Program			
Amount: \$100,000		Term of Impact: 12 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation: Recommend Approval			
Attachments, if any: R2023-02 FY2024 General Victim Assistance Grant Program #3814605 RESOLUTION			
Responsibilities upon Approval:			

RESOLUTION NO. 2023-02

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the FY2024 General Victim Assistance Grant Program be operated for 2023 through 2024; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2024 General Victim Assistance Grant Program application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the FY2024 General Victim Assistance Grant Program to the Office of the Governor.

Grant Number: **3814605**

Passed and approved this 17th day of January 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6216	
From: ROBERT LOPEZ			
Subject: Approval of Resolution 2023-03 for FY2024 Project Safe Neighborhoods Program (South) Grant #4271603 for an amount not to exceed \$100,000 with No Match and No Recurring fees to pay for overtime for sworn officers and to purchase equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications for projects that are designed to create and foster safer neighborhoods through a sustained reduction in violent crime, including, but not limited to, addressing criminal gangs and felonious possession and use of firearms.			
Funding Source (budget code, if applicable): 16.609 PS-Project Safe Neighborhoods Program (South)			
Amount: \$100,000		Term of Impact: 12 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation: Recommend Approval			
Attachments, if any: R2023-03 FY2024 Project Safe Neighborhoods Grant Program #4271603 RESOLUTION			
Responsibilities upon Approval:			

RESOLUTION NO. 2023-03

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the FY2024 Project Safe Neighborhoods Grant Program be operated for 2023 through 2024; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2024 Project Safe Neighborhoods Grant Program application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the FY2024 Project Safe Neighborhoods Grant Program to the Office of the Governor.

Grant Number: **4271603**

Passed and approved this 17th day of January 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6217	
From:			
Subject: Approval of Resolution 2023-04 for FY24 Violence Against Women Justice and Training Program Grant #4507602 in the amount not to exceed \$50,000 with a 30% Match Required and No Recurring fees for pay for travel and training on violence against women and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications for projects that promote a coordinated, multi-disciplinary approach to improve the justice system's response to violent crimes against women, including domestic violence, sexual assault, dating violence, and stalking.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation:			
Attachments, if any: R2023-04 Violence Against Women Justice and Training Grant Program #4507602 RESOLUTION			
Responsibilities upon Approval:			

RESOLUTION NO. 2023-04

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the FY2024 Violence Against Women Justice and Training Grant Program be operated for 2023 through 2024; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY2024 Violence Against Women Justice and Training Grant Program application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the FY2024 Violence Against Women Justice and Training Grant Program to the Office of the Governor.

Grant Number: **4507602**

Passed and approved this 17th day of January 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6218	
From: ROBERT LOPEZ			
Subject: Approval of Resolution 2023-05 for 2023 State Homeland Security Program - Regular Projects Grant #4508002 in the amount not to exceed \$100,000 with No Match and No Recurring fees required for the purchase of cybersecurity software and hardware and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. The Office of the Governor (OOG), Public Safety Office (PSO) provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.			
Funding Source (budget code, if applicable): 97.067 HS-Homeland Security Grant Program (HSGP)			
Amount: \$100,000	Term of Impact: 12 months	Identified in Current Budget: No	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation: Recommend Approval			
Attachments, if any: R2023-05 2023 State Homeland Security Program - Regular projects (SHSP-R) #4508002 RESOLUTION			
Responsibilities upon Approval:			

RESOLUTION NO. 2023-05

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the 2023 State Homeland Security Program – Regular Projects (SHSP-R) be operated for 2023 through 2024; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - 2023 State Homeland Security Program - Regular projects (SHSP-R) application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for 2023 State Homeland Security Program - Regular Projects (SHSP-R) to the Office of the Governor.

Grant Number: **4508002**

Passed and approved this 17th day of January 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6219	
From: ROBERT LOPEZ			
Subject: Approval of Resolution 2023-06 for FY24 Internet Crimes Against Children Grant Program #4740701 for an amount not to exceed \$200,000 with No Match and No recurring Fees required to pay for overtime for investigators, training and travel, supplies and equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications for projects that develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children that encompasses forensic and investigative components, training and technical assistance, victim services, and community education.			
Funding Source (budget code, if applicable): IC-Internet Crimes Against Children			
Amount: \$200,000	Term of Impact: 12	Identified in Current Budget: No	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation: Recommend Approval			
Attachments, if any: R2023-06 FY24 Internet Crimes Against Children Grant Program Grant #4740701 RESOLUTION			
Responsibilities upon Approval:			

RESOLUTION NO. 2023-06

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the FY2024 Internet Crimes Against Children Program grant be operated for the fiscal year 2023 to 2024; and

WHEREAS, The City of Weslaco agrees to provide required applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division, FY2024 Internet Crimes Against Children Program grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the FY2024 Internet Crimes Against Children Program grant to the Office of the Governor.

Grant Number: **4740701**

Passed and Approved this 17th day of January, 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6220	
From: ROBERT LOPEZ			
Subject: Approval of Resolution 2023-07 for FY2024 Body-Worn Camera Grant Program #4367802 for an amount not to exceed \$100,000 with a 25% match required and no recurring fee to purchase additional storage space for the body-camera data and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.			
Funding Source (budget code, if applicable): BC-Body-Worn Camera (BWC) Program			
Amount: \$100,000		Term of Impact: 12 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation:			
Attachments, if any: R2023-07 2024 Weslaco BWC Program Grant #4367802 RESOLUTION			
Responsibilities upon Approval:			

RESOLUTION NO. 2023-07

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the FY24 Body-Worn Camera Grant Program be operated for 2023 through 2024; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - FY24 Body-Worn Camera Grant Program application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the FY22 Body-Worn Camera Grant Program to the Office of the Governor.

Grant Number: **4367802**

Passed and Approved this 17th day of January 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6221	
From: ROBERT LOPEZ			
Subject: Approval of Resolution 2023-08 for FY24 Rifle-Resistant Body Armor Grant Program #4740801 in an amount not to exceed \$50,000 with No Match Required and No Recurring fees to purchase rifle resistant body armor and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with rifle-resistant body armor.			
Funding Source (budget code, if applicable): BG-Rifle-Resistant Body Armor Grant Program (BAGP)			
Amount: \$50,000		Term of Impact: 12 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Police Department.			
Staff Recommendation: Recomend Approval			
Attachments, if any: R2023-08 FY2024 Rifle-Resistant Body Armor Resolution Grant #4740801			
Responsibilities upon Approval:			

RESOLUTION NO.2023-08

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Office of Governor - Texas that the FY24 Rifle-Resistant Body Armor Grant Program be operated for the fiscal year 2023 to 2024; and;

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of Governor - Texas that the FY24 Rifle-Resistant Body Armor Grant Program application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Office of Governor - Texas that the FY24 Rifle-Resistant Body Armor Grant Program to the Office of the Governor.

Grant Number: **4740801**

Passed and approved this 17th of January 2023.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

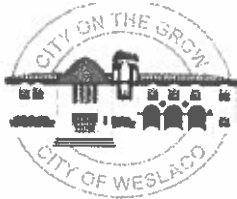
APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2022-5922	
From:			
Subject: Discussion and consideration on Resolution 2023-09 appointing a member to the Board of Adjustments and Appeals to the Building Codes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve appointees as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Board App - Eduardo Trevino - redacted, R2023-09 appointment BOAA-BLDG CODES			
Responsibilities upon Approval: Execute, notify department and appointees.			



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: Eduardo Treviño DATE: 10/14/22
HOME ADDRESS: [REDACTED] Weslaco, Texas 78596
() Inside City Limits () Outside City Limits

MAILING ADDRESS: Same as above

TELEPHONE: (Residence) [REDACTED]

(Cell) [REDACTED]

E-MAIL ADDRESS [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.) [REDACTED]

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

N/A

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD _____
ANIMAL SHELTER ADVISORY BOARD _____
BOARD OF ADJUSTMENTS- BUILDING X _____
BOARD OF ADJUSTMENTS - ZONING _____
CITIZENS DRAINAGE ADVISORY BOARD _____
CIVIL SERVICE BOARD _____
ECONOMIC DEVELOPMENT CORPORATION _____
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE _____
WESLACO RECYCLING TASK FORCE COMMITTEE _____
PARKS & RECREATION ADVISORY BOARD _____

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____
PLANNING & ZONING COMMISSION _____
PUBLIC FACILITIES & TRANSPORTATION _____
NAMING COMMITTEE _____
TOWER OF HONOR _____
WESLACO AIRPORT COMMITTEE _____

RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ___ YES ___ NO

RESOLUTION NO. 2023-09

A RESOLUTION OF THE CITY OF WESLACO APPOINTING A MEMBER TO THE BOARD OF ADJUSTMENTS & APPEALS-BUILDING CODES.

WHEREAS, the City of Weslaco created and established the Board of Adjustments & Appeals-Building Codes.

WHEREAS, the Board of Adjustments & Appeals-Building Codes shall consist of seven (7) members appointed by the Commission and shall serve a four (4) year term; and

WHEREAS, a board member shall not act in a case in which he/she has personal interest; and

WHEREAS, the board shall hear all appeals on requests for variances under the International and Residential Building Codes and city codes such as plumbing, electrical, housing and mechanical; and

WHEREAS, every decision of the board shall promptly be filed in the office of the Building Official and shall be opened to public inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individual is appointed to serve as member on the Board of Adjustments & Appeals-Building Codes.

NAME

TERM ENDING

01/17/2027

PASSED AND APPROVED on this 17th day of January 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2022-5940	
From:			
Subject: Discussion and consideration on Resolution 2023-10 appointing members to the Weslaco Economic Development Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco EDC.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Martin Garza		Created	
City Manager Comments: Approve appointees as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Board App - Hector Solis dated as of 022822, Board App - Jerry Don Wilson dated 02-07-22, Board App - Sonjia de la Fuente, Board App - Juan Jose Serrano Jr., Board App - Fred Perez_Redacted, R2023-10 appointments EDC Board Member			
Responsibilities upon Approval:			

Name of Applicant: Hector Solis Email Address: GGfreightLLC@gmail.com

Phone Number: (956) 678-0045 Alternate Phone Number: _____

Home Address: 6413 N. Mile 4 1/2 W City: Weslaco Inside City limits: ☐ Yes ☒ No

How many years have you lived at this residence? 1 Year

Mailing Address, if different from home address: _____

What committee/board do you wish to serve on:

EDC

Why do you want to be appointed to this board(s)? I believe Weslaco has been left behind to what it should be in the Valley

What value do you believe you will be bringing to the board(s)? _____

A business point of view

What civic involvement and Business Experience applicable to the position(s) to which you are applying: I have no civic involvement but have a trucking business in Weslaco from 1990 to 2010

Have you been bonded or eligible to obtain one? ☐ Yes ☐ No.

Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes ☒ No

Are you related to any member of the Commission? ☐ Yes ☒ No.

If so, to who and how _____

Have you previously served on a City Board? ☐ Yes ☒ No

If so, which board and when _____

Have you ever been elected to public Office? ☐ Yes ☒ No.

If so, which office and when? _____

Do you consent to release the info on this application to the public ☒ Yes ☐ No.

Are you 25 years of age or older? ☒ Yes ☐ No

Timestamp of Receipt:
RECEIVED

FEB 28 2022

BY: QSD-AV

The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances of State of Texas laws I understand that if I am appointed to a board I will be expected to participate actively and attend all meetings as necessary. If I am unable to service, I will notify my staff liaison.

Applicant's Signature: [Signature] Date: 2-10-22



Application for Service

City of Weslaco Boards and Committees

Name of Applicant: Jerry Don Wilson Email Address: jdWilson159@yahoo.com

Phone Number: 956-373-7065 (H) Alternate Phone Number: 956-968-7088 (H)

Home Address: 1007 Bella Vista St City: Weslaco Inside City limits: ☒ Yes ☐ No

How many years have you lived at this residence? 11 yrs

Mailing Address, if different from home address: Same

What committee/board do you wish to serve on:

Economic Development Board of Weslaco (EDC)

Why do you want to be appointed to this board(s)? We need more Business to move into the area. We need to grow and be a mega force in the Rio Grande Valley. We have the hiring tools (people) we just need to sell our Brand Weslaco Texas.

What value do you believe you will be bringing to the board(s)?

I have past experience from AEP Texas (Retired) and worked and served on the Rio Grande EDB from 2001-2007

What civic involvement and Business Experience applicable to the position(s) to which you are applying: Involved in several civic clubs ~ Lions, Rotary, in several cities Chamber of Commerce

Have you been bonded or eligible to obtain one? ☒ Yes ☐ No

Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes ☒ No

Are you related to any member of the Commission? ☐ Yes ☒ No.

If so, to who and how _____

Have you previously served on a City Board? ☐ Yes ☒ No

If so, which board and when _____

Have you ever been elected to public Office? ☐ Yes ☒ No.

If so, which office and when? _____

Do you consent to release the info on this application to the public ☒ Yes ☐ No.

Are you 25 years of age or older? ☒ Yes ☐ No

Timestamp of Receipt:

RECEIVED

FEB 07 2022

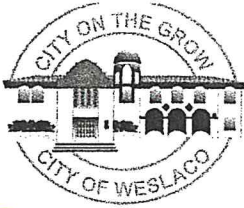
BY: at

The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances of State of Texas laws I understand that if I am appointed to a board I will be expected to participate actively and attend all meetings as necessary. If I am unable to service, I will notify my staff liaison.

Applicant's Signature: Jerry Don Wilson Date: 2-8-2022

RETURN TO: Office of the City Secretary: tel 956.968.3181. fax 956.968.6717 email: nacantu@weslacotx.gov.

Application will be kept on file until the end of the fiscal year. (Sept 30)



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: Sonjia delafuente DATE: 10/23/22

HOME ADDRESS: 7045 Ohio Ave.
() Inside City Limits () Outside City Limits

MAILING ADDRESS: (same)

TELEPHONE: (Residence) — (Cell) 956-279-1571

E-MAIL ADDRESS: sonjiadelafuente@yahoo.com

OCCUPATION: (If retired, indicate former occupation or profession.) Skin Care

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: St. Pius Catholic Church

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD _____
ANIMAL SHELTER ADVISORY BOARD _____
BOARD OF ADJUSTMENTS- BUILDING _____
BOARD OF ADJUSTMENTS - ZONING _____
CITIZENS DRAINAGE ADVISORY BOARD _____
CIVIL SERVICE BOARD _____
ECONOMIC DEVELOPMENT CORPORATION ✓ _____
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE _____
WESLACO RECYCLING TASK FORCE COMMITTEE _____
PARKS & RECREATION ADVISORY BOARD _____

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____
PLANNING & ZONING COMMISSION _____
PUBLIC FACILITIES & TRANSPORTATION _____
NAMING COMMITTEE _____
TOWER OF HONOR _____
WESLACO AIRPORT COMMITTEE _____

RETURN FORM & DISCLOSURE FORM TO:

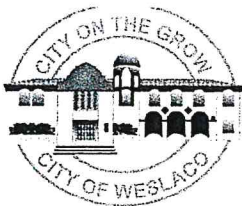
CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ___ YES ___ NO



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: JUAN JOSE SERRANO JR. DATE: 10/25/22

HOME ADDRESS: 1401 PECAN ORCHARD DRIVE WESLACO, TX. 78599
(☒) Inside City Limits (☐) Outside City Limits

MAILING ADDRESS: 1401 PECAN ORCHARD DRIVE WESLACO, TX. 78599

TELEPHONE: (Residence) _____ (Cell) 956-975-8933

E-MAIL ADDRESS blue4x402@yahoo.com

OCCUPATION: (If retired, indicate former occupation or profession.)

FACILITY LEADER - HERB CO.

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

FDCW BOARD MEMBER (2019 - 2022)

UNITED WAY OF SOUTH TEXAS BOARD MEMBER (2017 - 2019)

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD	_____	MAYOR JOE V. SANCHEZ PUBLIC LIBRARY	_____
ANIMAL SHELTER ADVISORY BOARD	_____	PLANNING & ZONING COMMISSION	_____
BOARD OF ADJUSTMENTS- BUILDING	_____	PUBLIC FACILITIES & TRANSPORTATION	_____
BOARD OF ADJUSTMENTS - ZONING	_____	NAMING COMMITTEE	_____
CITIZENS DRAINAGE ADVISORY BOARD	_____	TOWER OF HONOR	_____
CIVIL SERVICE BOARD	_____	WESLACO AIRPORT COMMITTEE	_____
ECONOMIC DEVELOPMENT CORPORATION	<u>1</u>		
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE	_____		
WESLACO RECYCLING TASK FORCE COMMITTEE	_____		
PARKS & RECREATION ADVISORY BOARD	_____		

RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ___ YES ___ NO

Mayor & City Commissioners,

I am extremely grateful to have served on the Board of Directors of the EDCW.

My term is set to expire on December 02, 2022. At that time, I will have served an unexpected term from March 05, 2019 through December 02, 2019 (9 months) and a full term from December 03, 2019 through December 02, 2022 (3 years).

I have enjoyed the honor of serving our great city in this role and respectfully request your consideration in appointing me to serve a new term of 2 years and 3 months. This will allow me to serve a total of 6 consecutive years which is the maximum period allowable based on our Articles of Incorporation.

Together, we have accomplished many amazing achievements. The following are a few highlights:

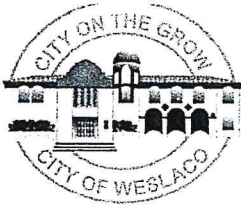
- The purchase of 147 acres for a new Industrial Park
- Becoming a "Triple Freeport Community"
- Retail expansion that will very well take up all our available property along Expressway 83
- Attracting new distribution organizations to take advantage of our centralized location

I am confident that we will continue to make great strides forward.

As a reminder, I am the leader of the HEB – Weslaco Retail Support Center. My distribution experience provides me a unique perspective and strong understanding the benefits of being centrally located in our region provides. I am a true Weslaco native having been born, raised, and employed in this great city my entire life. This city and our amazing community has given me great opportunities for personal and professional growth. The role as an EDCW Board Member has allowed me to thank the community, give back, and provide the same professional and personal growth to others.

Thank you for your consideration.

JJ Serrano Jr.
[c:\(956\)975-8933](tel:(956)975-8933)
uhta@heb.com



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: FRED PEREZ DATE: 10/25/22

HOME ADDRESS: [REDACTED]
() Inside City Limits () Outside City Limits

MAILING ADDRESS: [REDACTED]

TELEPHONE: (Residence) [REDACTED] (Cell) [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.)

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:
Real Estate Development, Aviation, Construction

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD	_____	MAYOR JOE V. SANCHEZ PUBLIC LIBRARY	_____
ANIMAL SHELTER ADVISORY BOARD	_____	PLANNING & ZONING COMMISSION	_____
BOARD OF ADJUSTMENTS- BUILDING	_____	PUBLIC FACILITIES & TRANSPORTATION	_____
BOARD OF ADJUSTMENTS - ZONING	_____	NAMING COMMITTEE	_____
CITIZENS DRAINAGE ADVISORY BOARD	_____	TOWER OF HONOR	_____
CIVIL SERVICE BOARD	_____	WESLACO AIRPORT COMMITTEE	_____
ECONOMIC DEVELOPMENT CORPORATION	☒		
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE	_____		
WESLACO RECYCLING TASK FORCE COMMITTEE	_____		
PARKS & RECREATION ADVISORY BOARD	_____		

RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS __ YES __ NO

RESOLUTION NO. 2023-10

A RESOLUTION OF THE CITY OF WESLACO APPOINTING
MEMBERS TO THE BOARD OF DIRECTORS OF THE ECONOMIC
DEVELOPMENT CORPORATION OF WESLACO

WHEREAS, the City of Weslaco has established the Economic Development Corporation pursuant to the Development Corporation Act of 1979 as amended; and

WHEREAS, the terms of members on this board is for three years: and

WHEREAS, The Economic Development Corporation of Weslaco's board members shall serve staggered terms without compensation and limited to two (2) consecutive three (3) full year terms; and

WHEREAS, the term of a members expired December 02, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individuals are appointed as a member of the Board of Directors of the Economic Development Corporation of Weslaco.

<u>Name</u>	<u>Term Expires</u>
_____	01/17/2026
_____	01/17/2026
_____	01/17/2026

PASSED AND APPROVED on this 17th day of January 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2022-5941	
From:			
Subject: Discussion and consideration on Resolution 2023-11 appointing members to the Animal Shelter Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve appointments as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Board App - Edward Mejia_Redacted, Board App - Leroy Moreno redacted, Board App- Sandra Reyna_Redacted, R2023-11 appointments Animal Shelter Board			
Responsibilities upon Approval:			



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: Edward Mejia

DATE: 10/20/22

HOME ADDRESS: [REDACTED]

☒ Inside City Limits

☐ Outside City Limits

MAILING ADDRESS: SAME

TELEPHONE: (Residence) [REDACTED]

(Cell) [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.)

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD

ANIMAL SHELTER ADVISORY BOARD

BOARD OF ADJUSTMENTS- BUILDING

BOARD OF ADJUSTMENTS - ZONING

CITIZENS DRAINAGE ADVISORY BOARD

CIVIL SERVICE BOARD

ECONOMIC DEVELOPMENT CORPORATION

HOTEL OCCUPANCY TAX ADVISORY COMMITTEE

WESLACO RECYCLING TASK FORCE COMMITTEE

PARKS & RECREATION ADVISORY BOARD

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY

PLANNING & ZONING COMMISSION

PUBLIC FACILITIES & TRANSPORTATION

NAMING COMMITTEE

TOWER OF HONOR

WESLACO AIRPORT COMMITTEE

RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO, CITY

SECRETARY

255 S. KANSAS

WESLACO, TX 78596

nacantu@weslacotx.gov

Phone: 956-968-3181

Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ___ YES ___ NO

RECEIVED

OCT 20 2022

FY: act



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: LEROY MORENO

DATE: OCT-25/22

HOME ADDRESS: _____

☒ Inside City Limits ☐ Outside City Limits

MAILING ADDRESS: _____

TELEPHONE: (Residence) _____

(Cell) _____

E-MAIL ADDRESS: _____

OCCUPATION: (If retired, indicate former occupation or profession.)

SELF EMPLOYED: MORENO'S FEED & PET STORE

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

WISD AG. ADVISORY BOARD

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: _____

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

- AMBULANCE ADVISORY BOARD _____
- ANIMAL SHELTER ADVISORY BOARD ☒
- BOARD OF ADJUSTMENTS - BUILDING _____
- BOARD OF ADJUSTMENTS - ZONING _____
- CITIZENS DRAINAGE ADVISORY BOARD _____
- CIVIL SERVICE BOARD _____
- ECONOMIC DEVELOPMENT CORPORATION _____
- HOTEL OCCUPANCY TAX ADVISORY COMMITTEE _____
- WESLACO RECYCLING TASK FORCE COMMITTEE _____
- PARKS & RECREATION ADVISORY BOARD _____

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____
PLANNING & ZONING COMMISSION _____
PUBLIC FACILITIES & TRANSPORTATION _____
NAMING COMMITTEE _____
TOWER OF HONOR _____
WESLACO AIRPORT COMMITTEE _____

RETURN FORM & DISCLOSURE FORM TO:

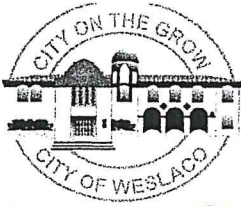
CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ☐ YES ☐ NO



APPLICATION TO SERVE ON BOARDS & COMMITTEES

NAME: Sandra Reyna DATE: 10/27/22

HOME ADDRESS: [REDACTED]
() Inside City Limits () Outside City Limits

MAILING ADDRESS: Same as above

TELEPHONE: (Residence) [REDACTED] (Cell) [REDACTED]

E-MAIL ADDRESS [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.)

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

PLEASE NUMBER IN ORDER OF PREFERENCE THE BOARD YOU ARE INTERESTED IN SERVING:

AMBULANCE ADVISORY BOARD _____
ANIMAL SHELTER ADVISORY BOARD 2 _____
BOARD OF ADJUSTMENTS- BUILDING _____
BOARD OF ADJUSTMENTS - ZONING _____
CITIZENS DRAINAGE ADVISORY BOARD 1 _____
CIVIL SERVICE BOARD _____
ECONOMIC DEVELOPMENT CORPORATION _____
HOTEL OCCUPANCY TAX ADVISORY COMMITTEE _____
WESLACO RECYCLING TASK FORCE COMMITTEE _____
PARKS & RECREATION ADVISORY BOARD _____

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____
PLANNING & ZONING COMMISSION _____
PUBLIC FACILITIES & TRANSPORTATION _____
NAMING COMMITTEE _____
TOWER OF HONOR _____
WESLACO AIRPORT COMMITTEE _____

RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO, CITY
SECRETARY
255 S. KANSAS
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: 956-968-3181
Fax: 956-968-6717

FOR OFFICE USE ONLY

APPT. TO _____

DATE _____

PUBLIC ACCESS ___ YES ___ NO

RECEIVED

OCT 27 2022

BY: [Signature]

RESOLUTION NO. 2023-11

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO
THE ANIMAL SHELTER ADVISORY COMMITTEE**

WHEREAS, Ordinance 2012-2 establishes an Animal Shelter Advisory Board that will assist the City of Weslaco in complying with the requirements of Chapter 823 of The Texas Health and Safety Code and will be codified as Division 8 of Chapter 22 of The Code of Ordinances; and

WHEREAS, The Animal Shelter Advisory Committee shall assist the City of Weslaco in complying with the requirements of Chapter 823 of The Texas Health and Safety Code; and

WHEREAS, The Animal Shelter Advisory Committee will be composed of one (1) veterinarian, one (1) City of Weslaco official, one (1) person whose duties include the daily operation of an animal shelter and one (1) representative from an animal welfare organization and one (1) citizen of the City of Weslaco.; and

WHEREAS, each member shall be appointed by the City Commission of the City of Weslaco; and

WHEREAS, the member appointment of the representative from an animal welfare organization and the citizen of the City of Weslaco of this Committee will hold office for a 3-term not to exceed 6-years and the veterinarian member, City of Weslaco official member and the person whose duties include the daily operation of an animal shelter (staff) are appointed until removed and replaced.

WHEREAS, the Animal Shelter Advisory Committee members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT these individuals are appointed to the Animal Shelter Advisory Committee for a term as assigned.

<u>Name</u>	<u>Term Expires</u>
_____	01/17/2026
_____	01/17/2026

PASSED AND APPROVED on this 17th day of January 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2022-6175	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration on Ordinance 2022-47 for dis-annexation request from the property owner of Angelita Estates Subdivision being 8.35 acres, being part or portion of Farm Tracts 799, 800 and 804 West Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 805ft. South of Tierra Santa St along FM 88. and authorize the Mayor to execute any related documents. First reading on Ordinance 2022-47. Possible action. (There was no action December 20, 2022; staffed by Planning and Code Enforcement Department.)			
Background: A portion of the proposed subdivision is inside the City of Weslaco city limits. With the westside being outside the city limits. This subdivision is being serviced with water by the City of Weslaco through an 8" waterline and sanitary sewer is being proposed at this time through OSSF. However, the nearest sewer manholes on the corner of S. Border and Tierra Santa is nine (9) feet deep. The developer is requesting that the entire property to be outside the city limits			
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 denial of the annexation request			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve denial as recommended by the Planning and Zoning Commission and staff.			
Staff Recommendation: Staff recommends denial of the dis-annexation.			
Attachments, if any: Angelita- Memo, Angelita Estates- attachments, Angelita Estates- Aerial, O2022-47 Dis-annexation Angelita Estates			
Responsibilities upon Approval: Staff will advise the applicant			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Angelita- Voluntary Dis-annexation

DATE: December 13, 2022

A portion of the proposed subdivision is inside the City of Weslaco city limits. With the westside being outside the city limits. This subdivision is being serviced with water by the City of Weslaco through an 8" waterline and Sanitary sewer is being proposed at this time through OSSF. However, the nearest sewer manholes on the corner of S. Border and Tierra Santa that is nine (9) feet deep. The developer is requesting that the entire property to be outside the city limits

Thank you,

Rebekah de la Fuente, CFM

EXHIBIT "B"
METES AND BOUNDS DESCRIPTION

A tract of land containing 8.35 acres of land situated in Hidalgo County, Texas, being a part or portion of Farm Tracts 799, 800 and 804, The West Tract Subdivision, Map Reference: Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a found cotton picker spindle for the northwest corner of Farm Tract 799 and also being the centerline of Border Avenue (Mile 5 ½ West Road), for the POINT OF COMMENCEMENT;

THENCE, N 88°48'37" E, with and along the south line of Paseo Del Angel Subdivision as recorded in Volume 47, Page 158, Map Records of Hidalgo County Texas, a distance of 660.00;

THENCE, S 46°11'23" E, with and along the south line of said Paseo Del Angel Subdivision, a distance of 181.10 feet;

THENCE, S 01°11'23" E, with and along the east line of said Paseo Del Angel Subdivision, a distance of 220.83 feet for the POINT OF BEGINNING and the northwest corner of this tract;

THENCE, N 86°14'37" E, with and along the south line of said Paseo del angel Subdivision, a distance of 532.48 feet for a corner;

THENCE, N 01°11'23" W, with and along the east line of said Paseo Del Angel Subdivision, a distance of 175.35 feet for a corner;

THENCE, N 89°52'44" E, with and along the south line of said Paseo Del Angel Subdivision, a distance of 194.29 feet for the northeast corner of this tract and also being a point on the existing west right-of-way of F.M. 88;

THENCE, with and along the existing west right-of-way line of F.M. 88, and a curve in a south westerly direction having a radius of 1990.08 feet, a central angle of 22°19'12", a chord bearing of S 11°47'12" W, and a chord distance of 770.36 feet for the southeast corner of this tract;

THENCE, S 88°48'37" W, a distance of 553.27 feet for the southwest corner of this tract;

THENCE, N 01°11'23" W, parallel to the west line of Farm Tract 799, a distance of 159.00 feet for a corner;

THENCE, N 01°10'53" W, a distance of 396.11 feet to the POINT OF BEGINNING; said tract containing 8.35 acres, more or less.

P.O.C.

N.W. CORNER
FARM TRACT 799,
THE WEST TRACT SUBDIVISION
(VOL. 2, PG. 34-37, H.C.M.R.)

PASEO DEL ANGEL SUBDIVISION
(VOL. 47, PG. 158, H.C.M.R.)

TIERRA SANTA BLVD.

N 88°48'37" E 660.00'

TIERRA SANTA GOLF CLUB
AN COMMUNITY PHASE II
(VOL. 31, PG. 155, H.C.M.R.)

(MILE 5 1/2 ROAD)
BORDER AVENUE

EZEQUIEL REYNA JR.
(VOL. 2625, PG. 78, H.C.O.R.)

P.O.B.

PASEO DEL ANGEL SUBDIVISION
(VOL. 47, PG. 158, H.C.M.R.)

P1
COMMON AREAS

N86°14'37"E 532.48'

N89°52'44"E
194.29'

SCALE: 1" = 200'

8.35 ACRES

REYNA FAMILY DEVELOPMENT, LTD.
(DOC. No. 3060630, H.C.O.R.)

DELTA=22°19'12"
RADIUS=1,990.08'
TANGENT=392.60'
LENGTH=775.25'
CH. B.=S11°47'12"W
CHORD=770.36'

N01°10'53"W
396.11'

N01°11'23"W
159.00'

S88°48'37"W 553.27'

EZEQUIEL REYNA JR.
(VOL. 2625, PG. 78, H.C.O.R.)

REYNA FAMILY DEVELOPMENT, LTD.
(DOC. No. 3060630, H.C.O.R.)

EXHIBIT "A"

PLAT SHOWING

A TRACT OF LAND CONTAINING 8.35 ACRES OF LAND,
SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR
PORTION OF FARM TRACTS 799, 800 AND 804, THE
WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, MAP
REFERENCE: VOLUME 2, PAGES 34-37, MAP RECORDS,
HIDALGO COUNTY, TEXAS.

J E H

**JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS**

416 E. DOVE AVENUE McALLEN, TEXAS 78504

PHONE (956) 668-1588

javier@javierhinojosaeng.com

TBPELS FIRM NUMBER F-1295

November 28, 2022

Ezequiel Reyna, Jr.
Reyna Family Development, LTD.
702 W. Expressway 83
Weslaco, Texas 78596

Rebekah de la Fuente, CFM
Planning & Code Enforcement Director
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

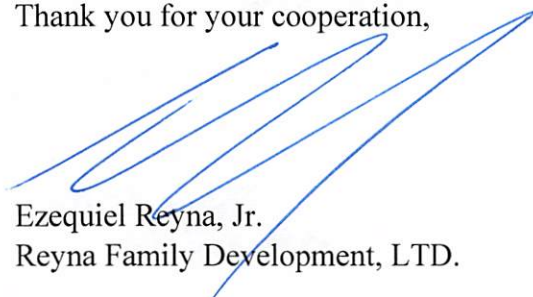
Re: Angelita Estates Subdivision

Dear Ms. De la Fuente:

In light of the eastern portion of Angelita Estates Subdivision currently being within the city limits of Weslaco while the western portion being outside, I am formally requesting that the remaining portion bound by the limits of the subdivision be de-annexed from the City of Weslaco.

Our engineer has prepared a drawing labeled Exhibit "A", with Exhibit "B" being the associated metes and bounds description.

Thank you for your cooperation,



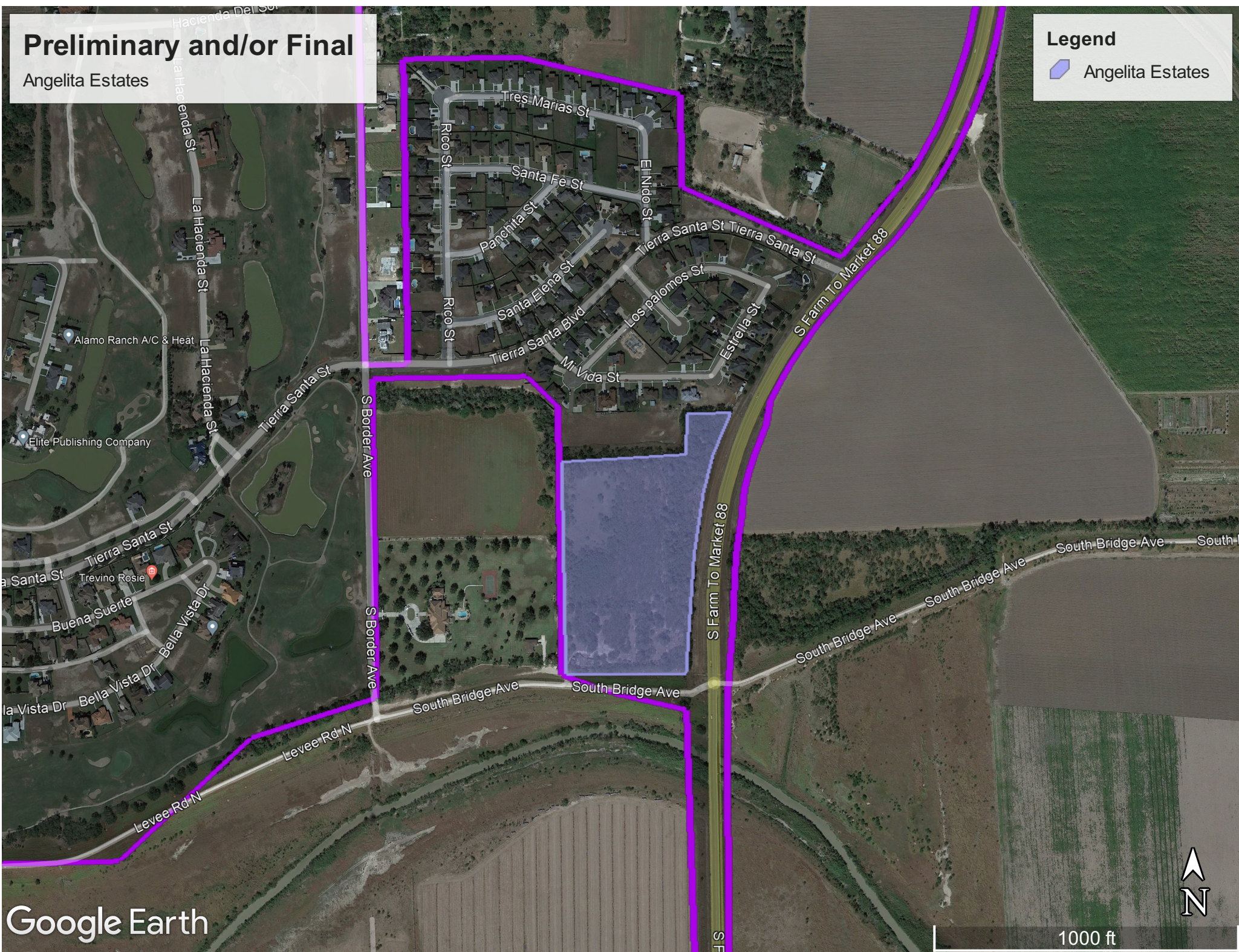
Ezequiel Reyna, Jr.
Reyna Family Development, LTD.

Preliminary and/or Final

Angelita Estates

Legend

 Angelita Estates



Google Earth

ORDINANCE NO. 2022-47

AN ORDINANCE DE-ANNEX TERRITORY OUT OF THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 8.35 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE METES AND BOUNDS; 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 de-annexation of certain property more particularly described herein (the "subject property");

WHEREAS, the subject property hereby de-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 de-annexed on voluntary petition of area landowner as part of the territory outside the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 8.35 acres and are more specifically described as follows, to-wit:

METES AND BOUNDS DESCRIPTION

A tract of land containing 8.35 acres of land situated in Hidalgo County, Texas, being a part or portion of Farm Tracts 799, 800 and 804, The West Tract Subdivision, Map Reference: Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a found cotton picker spindle for the northwest corner of Farm Tract 799 and also being the centerline of Border Avenue (Mile 5 ½ West Road), for the POINT OF COMMENCEMENT;

THENCE, N 88°48'37" E, with and along the south line of Paseo Del Angel Subdivision as recorded in Volume 47, Page 158, Map Records of Hidalgo County Texas, a distance of 660.00;

THENCE, S 46°11'23" E, with and along the south line of said Paseo Del Angel Subdivision, a distance of 181.10 feet;

THENCE, S 01°11'23" E, with and along the east line of said Paseo Del Angel Subdivision, a distance of 220.83 feet for the POINT OF BEGINNING and the northwest corner of this tract;

THENCE, N 86°14'37" E, with and along the south line of said Paseo del angel Subdivision, a distance of 532.48 feet for a corner;

THENCE, N 01°11'23" W, with and along the east line of said Paseo Del Angel Subdivision, a distance of 175.35 feet for a corner;

THENCE, N 89°52'44" E, with and along the south line of said Paseo Del Angel Subdivision, a distance of 194.29 feet for the northeast corner of this tract and also being a point on the existing west right-of-way of F.M. 88;

THENCE, with and along the existing west right-of-way line of F.M. 88, and a curve in a south westerly direction having a radius of 1990.08 feet, a central angle of 22°19'12", a chord bearing of S 11°47'12" W, and a chord distance of 770.36 feet for the southeast corner of this tract;

THENCE, S 88°48'37" W, a distance of 553.27 feet for the southwest corner of this tract;

THENCE, N 01°11'23" W, parallel to the west line of Farm Tract 799, a distance of 159.00 feet for a corner;

THENCE, N 01°10'53" W, a distance of 396.11 feet to the POINT OF BEGINNING; said tract containing 8.35 acres, 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 De-annexed Property as outside the limitsCity 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 January 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2022-6163	
From:			
Subject: Discussion and consideration to approve a lease agreement with the Economic Development Corporation of Weslaco for building lease space located at 275 South Kansas Avenue and authorize the Mayor to execute any related documents. Possible action. (There was no action on January 3, 2023; staffed by Asst. 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):			
NORMA CANTU ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by Asst. City Manager.			
Staff Recommendation:			
Attachments, if any: EDC Amended and Restated Lease Agreement			
Responsibilities upon Approval:			

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF WESLACO

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT is made between the City of Weslaco, a home rule municipal corporation, hereinafter called "Lessor," whose address for purposes of notice under this lease is 255 South Kansas, Weslaco, Hidalgo County, Texas, 78596 and the Weslaco Economic Development Corporation of Weslaco, an independent Texas non-profit corporation formed pursuant to and operating under Chapters 500-505 of the Texas Local Government Code (Type A), hereinafter called "Lessee," whose address for purposes of notice under this lease is 275 South Kansas, Weslaco, Hidalgo County, Texas, 78596 both hereinafter referred to as the "Parties".

ARTICLE ONE – RECITALS

WHEREAS, the Parties entered into a Development Agreement dated October 4, 2011, hereinafter referred to as the "Development Agreement" setting forth terms and conditions of the lease of Weslaco property located at 275 S. Kansas Street, Weslaco Texas, hereinafter referred to as the "Leased Premises"; and

WHEREAS, this Development Agreement was amended and modified on February 14, 2012, hereinafter referred to as the "Amended Development Agreement" modifying the terms and conditions of the "Leased Premises"; and

WHEREAS, the Parties further modified their rights and obligation as to the “Leased Premises” by entering into a Lease Agreement dated May 1, 2017, which clarified the rent to be payable to the Lessor by the Lessee, among other matters (the “Prior Lease”); and

WHEREAS, the Parties have agreed to further modify the terms and conditions of said Prior Lease; and

WHEREAS, this Agreement supersedes and nullifies the Development Agreement dated October 4, 2011 and the Amended Development Agreement dated February 14, 2012, and amends and restates the “Prior Lease”.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE TWO – LEASE TERMS

2.1 The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the real property and improvements located at 275 South Kansas, Weslaco, Hidalgo County, Texas, which is the south half of the City of Weslaco Municipal Building (also known as City Hall, City of Weslaco, Hidalgo County, Texas) SAVE AND EXCEPT the portion of the building presently occupied by the WESLACO AREA CHAMBER OF COMMERCE, hereafter called “Leased Premises”. Lessee’s right to the use and the possession of the interior of said Leased Premises shall be exclusive, while the Lessee’s right to use and possession of the landscaping and parking areas (the Parking Premises) shall be non-exclusive. Lessee shall have full use of the board room and conference rooms located within the Leased Premises at no additional charge. To be clear, Lessee shall have no obligation to operate or supervise the operation of the Business Visitors Events Center, which is the obligation of the Chamber pursuant to the Chamber Sublease.

2.2 The lease term shall begin on July 1, 2022 and shall terminate on June 30, 2028.

2.3 Lessee will collect the rent due from THE UNIVERSITY OF TEXAS-RIO GRANDE VALLEY ("UTRGV") pursuant to that one certain Sub-Lease Agreement by and between Lessee (as Landlord) and UTRGV (as Tenant) (the "UTRGV Sublease") in the amount of \$17,780 per month (the "UTRGV Rent"). From the UTRGV Rent, Lessee will pay Lessor \$8,651.00, which shall be all of the rent due to Lessor by Lessee under this Lease, and Lessee will retain the remaining \$9,129.00. Lessor will assume all of the obligations of Lessee pursuant to that one certain Sublease Agreement (the "Chamber Sublease") by and between Lessee (as Landlord) and the WESLACO AREA CHAMBER OF COMMERCE (the "Chamber") (as Tenant), including, but not limited to, the collection of rent due thereunder, the performance of all of the repairs and maintenance to be performed by the Landlord thereunder, and the payment of custodial services and supplies and all utilities required to be provided by the Landlord under the Chamber Sublease (including, but not limited to phone, electricity, water, and internet). Lessee will play no role or function with the Chamber under the Chamber Sublease and shall be held harmless of any obligation thereunder by Lessor following the date of this Lease. Lessee shall pay Lessor as rent at the address set forth above, or at any other address that Lessor may designate, on the first (1st) of every succeeding month for the duration of this Lease. All payments due from Lessee to Lessor under the terms of this lease, including but not limited to monthly rental payments, shall be paid promptly when due. If any payment of Rent is not received by Lessor on midnight on the 29th day following the date on which such payment is due, Lessee shall pay Lessor a late fee of \$250.00.

2.4 Lessor acknowledges receipt of a one-time lump sum payment of back Rent in the amount of \$54,643 by Lessee.

2.5 Lessee, at its own expense, shall maintain and take good care of the interior of the Leased Premises, shall be responsible for: (a) the maintenance and repair of roof penetrations originating from inside of the Leased Premises; (b) replacement of any broken windows in the Leased Premises; and (c) maintaining all electrical, plumbing, heating, ventilation and air conditioning systems and mechanical systems in the Leased Premises. Lessee shall suffer no waste or nuisance on the Leased Premises. The Lessee, at its own cost and expense, shall also be responsible for all janitorial services related to the maintenance of the Leased Premises.

Lessee shall not be responsible for: (a) the maintenance of the roof above the Leased Premises; (b) landscaping; and (c) the cost any repairs to or replacement of the electrical, plumbing, heating, ventilation and air conditions systems and mechanical systems during the last two (2) years of the Lease that will have a useful life that will exceed five (5) years in length.

2.6 At the end of the Lease Term, Lessee shall deliver the Leased Premises with all improvements thereon, to Lessor in good condition and repair, to the extent that Lessee is required to repair and maintain the same, reasonable wear and tear only accepted.

2.7 In the event Lessee shall fail to maintain the Leased Premises as required hereunder, Lessor shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable cost therefore expended by Lessor shall be paid by Lessee on written demand. All such costs shall bear interest at the rate of ten (10%) per cent per annum from date incurred by Lessor until Lessees pays said sum.

2.8 Lessee shall not, without the Lessor's prior written consent, make any alterations or improvements to the Leased Premises.

2.9 Lessee acknowledges it has fully inspected the Leased Premises and accepts them "AS IS" and as suitable for the purposes of this Lease.

2.10 The Leased Premises are to be used as offices of Lessee and for no other purpose without Lessor's prior written consent. Lessee shall surrender the Leased Premises to Lessor at the end of the Lease Term, allowing for reasonable use and wear and damages by act of God, including fire and storm. Notwithstanding the foregoing, the use of the board room and the conference rooms located within the Leased Premises, and such use shall not violate the provisions of this Section 2.10.

2.11 Lessee shall pay for all utility services furnished to the Leased Premises, including but not limited to, electricity, telephone services, internet services, and cable services; however, Lessor shall be responsible for the cost of such services provided to the Chamber.

ARTICLE THREE-INSURANCE AND INDEMNITY

3.1 Lessee will maintain liability insurance in a sufficient amount to protect Lessor's interest in a minimum amount of \$1,000,000.00 and said insurance shall name the Lessor as an additional insured with the requirement that said insurance provider shall provide Lessor notice of any cancellation of said insurance policy. Lessee agrees to prohibit and refrain from engaging or in allowing any use of Leased Premises that will increase Lessor's premiums for insurance on the Leased Premises without the express written consent of Lessor.

3.2 Lessee agrees to indemnify and hold harmless Lessor and the Leased Premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the Leased Premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the Leased Premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or

subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the Leased Premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

ARTICLE FOUR-GENERAL PROVISIONS

4.1 Lessor has the right to assign this Agreement to any person or entity that is or will become an owner of the Property. Each assignment shall be in writing executed by Lessor and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Lessee within fifteen (15) days after execution. From and after such assignment, the Lessee agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Lessor shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. Upon assignment, an Assignee shall be considered the "Owner" and a "Party" for the purposes of this Agreement.

4.2 The recitals contained in this Agreement are true and correct as of the Effective Date, form the basis upon which the Parties negotiated and entered into the Agreement, and reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of the Agreement, the intent of the Parties, as evidence by the recitals, shall be given full effect. The Parties have relied upon the recitals as

part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

4.3 The Lessor does not by entering into this Agreement, waive any rights the Lessor has under state or federal law with respect to the development and use of the Leased Premises.

4.4 The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement.

4.5 The Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This agreement shall not be modified or amended except in writing signed by the Parties.

4.6 This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations for the Parties are performable in Hidalgo County. Venue for any action to enforce or construe this Agreement shall be in Hidalgo County.

4.7 No provision of this Agreement may be waived except in writing signed by the Party waiving such provision.

4.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.9 As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

4.10 The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

WITNESS THE HANDS OF THE PARTIES effective as of the ____ day of July 2022.

CITY OF WESLACO, TEXAS

DAVID SUAREZ, Mayor

Date

**ECONOMIC DEVELOPMENT CORPORATION OF
WESLACO**



STEVEN M. VALDEZ,
Executive Director

6/12/23

Date

ATTEST:

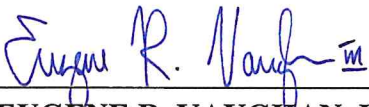
NORMA A. CANTU, City Secretary

Date

APPROVED AS TO FORM:

JUAN E. GONZALEZ, City Attorney

Date



EUGENE R. VAUGHAN, III,
Attorneys for WEDC

1/12/2023

Date



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2022-6187	
From:			
Subject: Discussion and consideration to approve a lease agreement with the Weslaco Area Chamber of Commerce & Visitor Center for building lease space located at 255 South Kansas Avenue and authorize the Mayor to execute any related documents. Possible action. (There was no action on January 3, 2023; staffed by Asst. 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):			
NORMA CANTU ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by Asst. City Manager.			
Staff Recommendation:			
Attachments, if any: Chamber Lease Agreement-R1			
Responsibilities upon Approval:			

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF WESLACO

LEASE AGREEMENT

THIS LEASE is made between the City of Weslaco, a home rule municipal corporation, hereinafter called "Lessor," whose address for purposes of notice under this lease is 255 South Kansas, Weslaco, Hidalgo County, Texas, 78596 and the Weslaco Chamber of Commerce, an independent Texas non-profit corporation formed pursuant to and operating under Texas Law, hereinafter called "Lessee," whose address for purposes of notice under this lease is 275 South Kansas, Weslaco, Hidalgo County, Texas, 78596 both hereinafter referred to as the "Parties".

ARTICLE ONE -RECITALS

WHEREAS, the Parties entered into a Development Agreement dated October 4, 2011, hereinafter referred to as the "Development Agreement" setting forth terms and conditions of the lease of Weslaco property located at 275 S. Kansas, Weslaco Texas, hereinafter referred to as the "Lease Premises"; and

WHEREAS, this Development Agreement was amended and modified on February 14, 2012, hereinafter referred to as the "Amended Development Agreement" modifying the terms and conditions of the "Lease Premises"; and

WHEREAS, the Parties further modified their rights and obligation as to the "Lease Premises" by entering into a Lease Agreement dated May 1, 2017, which clarified the rent to be payable to the Lessor by the Lessee, among other matters (the "Prior Lease"); and

WHEREAS, the Parties have agreed to further modify the terms and conditions of said Development Agreements concerning the lease of certain real property and improvements defined below and

WHEREAS, this Agreement supersedes and nullifies the Development Agreement dated October 4, 2011 and the Amended Development Agreement dated February 14, 2012, and amends and restates the "Prior Lease".

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE TWO - LEASE TERMS

2.1 The Lessor leases to the Lessee, and the Lessee rents from the Lessor, real property and improvements located at 275 South Kansas, Weslaco, Hidalgo County, Texas more particularly described as set forth in Exhibit "A", hereafter called "Lease Premises". As indicated in Exhibit "A" Lessee's right to use and possession of the interior of said premises shall be exclusive while the Lessee's right to use and possession of the landscaping and parking areas (the Parking Premises) shall be non-exclusive. Lease Premises include 2,053 square feet, which include Suite B, reception, reception closet, chamber storage, electrical closet, and kitchen space. Additionally, Lessee shall have full use of the board room and conference room, referenced as common space on Exhibit A.

2.2 The lease term shall begin on January 1, 2023 and shall terminate on December 31, 2028.

2.3 Lessee will pay rent in the amount of One Thousand Seven Hundred and No/1001h Dollars (\$1,700.00), on the first (1st) of every succeeding month for the duration of this Lease.

All payments due from Lessee to Lessor under the terms of this lease, including but not limited to monthly rental payments, shall be paid promptly when due. If any payment is not received by Lessor by midnight on the 10th day following the day on which the payment is due, a late fee of \$250.00 shall be due from Lessee to Lessor as additional rent.

2.4 Lessee, at its own expense, shall maintain and take good care of the interior of the Lease Premises, shall be responsible for the general maintenance and repair of roof penetrations that may be caused by Lessee, maintain all electrical, plumbing, and mechanical systems of the Lease Premises, with exception to the IT Room (50 square feet) and Electrical closet (64 square feet), as outlined on Exhibit A. These two spaces are shared spaces with the Lessor and Weslaco Economic Development Corporation and shall not be the sole liability of the Weslaco Chamber of Commerce. Lessee shall suffer no waste or nuisance on the Lease Premises. The Lessee, at its own cost and expense, shall also be responsible for all janitorial services related to the maintenance of the Lease Premises.

2.6 At the end of the Lease Term, Lessee shall deliver the Lease Premises with all improvements thereon, to Lessor in good condition and repair, to the extent that Lessee is required to repair and maintain the same, reasonable wear and tear only accepted.

2.7 In the event Lessee shall fail to maintain the Lease Premises as required hereunder, Lessor shall have the right (but not the obligation) to cause all repairs or other maintenance to be made and the reasonable cost therefore expended by Lessor shall be paid by Lessee on written demand. All such costs shall bear interest at the rate of ten (10%) per cent per annum from date incurred by Lessor until Lessee pays said sum.

2.8. Lessee shall not, without the Lessor's prior written consent, make improvements to the Lease Premises, minor alterations as outlined will be permitted without written consent. In

terms of this agreement, minor alterations include: no significant impact on other tenants, does not decrease the value of the property, no permits or variances required, no impact on the structural integrity of the building.

2.9 Lessee acknowledges it has fully inspected the Lease Premises as reflected on Exhibit A and accepts them "AS IS" with conditions included in Exhibit B. Lessee accepts that the premises are suitable for the purposes of this Lease. Execution of this agreement is an acknowledgement of the Lessor to repair items outlined on Exhibit B within 90 days of execution of this agreement.

2.10 The Lease Premises are to be used as offices, event and activity space to conduct regular business and services provided by Lessee and for no other purpose without Lessor's prior written consent. Lessee shall surrender the Lease Premises to Lessor at the end of the Lease Term, allowing for reasonable use and wear and damages by act of God, including fire and storm. Notwithstanding the foregoing use of board room, conference room, and lobby located within the common space premises as outlined in Exhibit A, and such use shall not violate the provisions of this section.

2.11 Lessee shall pay for all utility services furnished to the Lease Premises, including, electricity, and telephone services. Lessor will provide internet, and cable services as needed.

2.12 Termination of Lease. Lessee shall be entitled to terminate this Agreement in its entirety by giving written notice of such termination within thirty (30) days following receipt by Lessor of written notice of termination from Lessee. Any such termination shall be effective thirty (30) days after the date of receipt by Lessor of such written notice and shall automatically terminate and be void and of no further force or effect.

ARTICLE THREE-INSURANCE AND INDEMNITY

3.1 Lessee will maintain liability insurance in a sufficient amount to protect Lessor's interest in a minimum amount of \$1,000,000.00 and said insurance shall name the Lessor as an additional insured with the requirement that said insurance provider shall provide Lessor notice of any cancellation of said insurance policy. Lessee agrees to prohibit and refrain from engaging or in allowing any use of leased premises that will increase Lessor's premiums for insurance on the Lease Premises without the express written consent of Lessor.

3.2 Lessee agrees to indemnify and hold harmless Lessor and the Lease Premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the Lease Premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the Lease Premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the premises on account of it, and pay for all attorneys' fees in connection with it, including attorneys' fees on appeal.

ARTICLE FOUR-GENERAL PROVISIONS

4.1 Lessor has the right to assign this Agreement to any person or entity that is or will become an owner of the Property. Each assignment shall be in writing executed by Lessor and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Lessee within fifteen (15) days after execution. From and after such assignment, the Lessee agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Lessor shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. Upon assignment, an Assignee shall be considered the "Owner" and a "Party" for the purposes of this Agreement.

4.2 The recitals contained in this Agreement are true and correct as of the Effective Date, form the basis upon which the Parties negotiated and entered into the Agreement, and reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of the Agreement, the intent of the Parties, as evidence by the recitals, shall be given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

4.3 The Lessor does not by entering into this Agreement, waive any rights the Lessor has under state or federal law with respect to the development and use of the Lease Premises.

4.4 The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement.

4.5 The Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This agreement shall not be modified or amended except in writing signed by the Parties.

4.6 This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations for the Parties are performable in Hidalgo County. Venue for any action to enforce or construe this Agreement shall be in Hidalgo County.

4.7 No provision of this Agreement may be waived except in writing signed by the Party waiving such provision.

4. 8 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.9 As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

4.10 The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.

Exhibit A

Weslaco Business & Event Center Square Foot Amounts



 Common Space	7,050 sf = 64.88%
 Chamber of Comm.	2,053 sf = 18.89%
 Weslaco EDC	1,764 sf = 16.23%
Total Estimated sf	10,866 100%

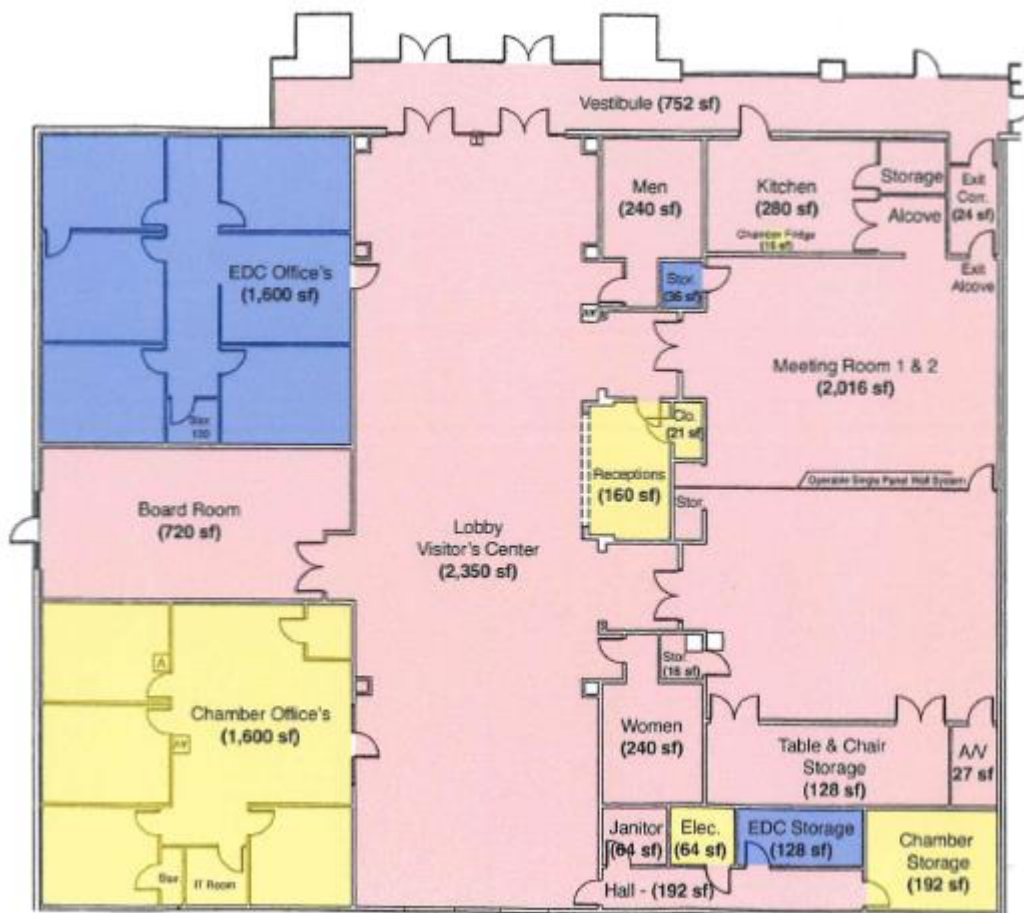


Exhibit B

Below are areas of concerns /need of repair within **Lease Premises** for the Weslaco Area Chamber of Commerce.

- Chamber of Commerce Offices/Board Room-Shared Air Conditioning unit has been in and out of service for over 5 months.



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6222	
From:			
Subject: Discussion and re-consideration on agreement with Ares Services Incorporated to assist in grant preparation and legislative assistance in the area of flooding, aviation and other matters determined by the commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.)			
Background: Please allow this request for the reconsideration of the agenda item. Last meeting I mistakenly presented the wrong agreement. Under the new agreement, the monthly payment will be \$7,500. All other aspects of the agreement are correct as presented at the last meeting.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: January 3, 2023.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve reconsideration as recommended by the Asst. City Manager.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: ARES Consulting Agreement, City of Weslaco Grants			
Responsibilities upon Approval: Execute agreement after legal review.			

CONSULTING AGREEMENT

This Agreement is made on January 17, 2023, between the City of Weslaco (the "City") and Ares Services Incorporated DBA The Olympus Group (the "Consultant/Lobbyist"). The Consultant/Lobbyist has extensive experience regarding the services described below, and the Company seeks to benefit from the Consultant's expertise by retaining the Consultant/Lobbyist.

The Consultant/Lobbyist wishes to perform consulting services for the city.

Accordingly, the city and the Consultant/Lobbyist agree as follows:

1. Services: The Consultant/Lobbyist shall provide assistance in grant preparation, strategies, appointments and strategic coordination in the areas of drainage, aviation to help secure funding. The assignment of other projects or priorities may change and will be discussed prior to assignment.
2. Compensation: As full consideration for the services provided, the City shall pay \$7,500.00 per month commencing this upcoming legislative session January 4, 2023, to Ares Services Inc. DBA The Olympus Group. Such compensation shall be reviewed periodically based on performance. City Manager Pre-approved travel expenses not to exceed \$1,000.00 per month.
3. Term and Termination: This Agreement shall be for a two-year term to expire January 2025. Agreement may be re-negotiated based on performance at any time.
4. Confidentiality: In the course of performing services, the parties recognize that Consultant/Lobbyist may come in contact with or become familiar with information which the city or its subsidiaries or affiliates may consider confidential. Consultant/Lobbyist agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate city personnel or their designee.
5. Independent Contractor: Nothing herein shall be construed to create an employer-employee relationship between the city and Consultant/Lobbyist. Consultant/Lobbyist is an independent contractor and not an employee of the city or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant/Lobbyist for the services rendered hereunder.

It is understood that the city will not withhold any amounts for payment of taxes from the compensation of Consultant/Lobbyist hereunder. Consultant/Lobbyist will not represent to be or hold himself out as an employee.

6. Entire Agreement and Amendments: This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.
7. Binding Effect, Assignment: This Agreement shall be binding upon and shall inure to the benefit of Consultant/Lobbyist and the City of Weslaco and to the City's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant/Lobbyist or City of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the other party.
8. Governing Law, Severability: This Agreement shall be governed by the laws of the State of Texas. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision. Venue shall lie exclusively in Hidalgo County, Texas.
9. **Wherefore**, the parties have executed the Agreement as of the date first written above.

Date _____

ARES SERVICES INCORPORATED DBA THE OLYMPUS GROUP

RIGOBERTO VILLARREAL

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

Current City of Weslaco grant applications and their respective projects.

FAA Airport Terminal and Tower Project

Status: Submitted October 24, 2022

Project Title: TXW Airport Terminal

Summary: The proposed project is the construction of a new General Aviation Terminal. Based on the demand for aircraft needs and support functions that are up to par with safety and design standards, the 30-year-old terminal needs innovation. A top priority is extending the proximity the current terminal has with the fuel farm, which poses severe health hazards to staff and end users of the airport. Additionally, the terminal was built prior to ADA State standards, and the project aims to achieve ADA Compliance.

Total cost: \$5,000,000 (requested \$4,000,000, and will have a \$1,000,000 local match)

Timeline: One year

DOT-SMART-FY22-01

Status: Submitted before Nov 18, 2022, deadline

Project Title: Mid Valley Airport WiFi Connectivity Project

Summary: The goal is to expand the existing WiFi signal of the current monthly subscription fee service SmartCom, that services to the existing technological infrastructure of the terminal. As a general services airport, we need the flexibility to adapt to the digital age and needs of clients. The grant would allow us to expand WiFi services to the airport apron. Currently only the airport terminal has WiFi access. The project implementation would allow for pilots to download avionics software and record flight plans without leaving their aircrafts, minimizing idle time.

Total cost: \$60,000

Timeline: One year to implement

FAA Supplemental Discretionary Funding Program Funds for Airport Climate Challenge

Status: Will submit before January 21, 2023 deadline

Project Title: Zero-emission vehicles

Summary: The objective is to integrate three (3) courtesy vehicles that are energy efficient and that further our environmental sustainability. The vehicles would replace current gas-powered cars available as a courtesy to guests. The implementation of such vehicles would reduce maintenance costs, offer more performance, and the complete reduction of greenhouse gas emissions

Total Cost: \$350,000

Timeline: Approximately one year to implement

FAA Supplemental Discretionary Funding Program Funds for Airport Climate Challenge

Status: Will submit before January 21, 2023 deadline

Project Title: Land Acquisition for Airport Safety and Capacity

Summary: The project to acquire 106 acres of land to the North of the Mid Valley Airport runway I4 to protect

Total Cost: \$3,000,000

Timeline: One year

DTOS59-23-RA-RAISE

Status: Will Submit before Feb 28, 2023, deadline

Project title: Mid Valley Airport Masterplan 2025-2035

Summary: The outcome of the project is to create a Master Plan for the Mid Valley Airport that will be in place for 2025-2035. It will oversee key elements to be covered such as safety, environmental sustainability, quality of life, mobility and community connectivity, economic competitiveness and opportunity, state of good repair, partnership and collaboration, and innovation

Total cost: \$250,000

Timeline: One Year

Please provide a letter of support for this grant.

Recreational Trail Grant Program

Status: to be submitted before the application deadline of Feb 1, 2023

Project Title: Dolores Huerta Trail

Summary: The project is a 12' wide HMAC trail with a trail head that provides parking and a rest area for users. This project adds 3,975 feet that will connect a city park, two schools, and extend the looped trail in the park to nearby neighborhoods. It will benefit 35,000 residents by adding to the community's recreation inventory to facilitate hiking and biking. The city will be responsible for the operation and maintenance of this trail as part of the city's park system. Annual funding is derived through the City's general fund service as approved annually by the city council.

Total Cost: \$261,515.00

SAFER

Status: To be submitted once application for FY 2023 opens

Project Title: Firefighter Staffing for City of Weslaco

Summary: To add 3 new firefighters to the Fire department

Total cost: TBD

FY 2023 Homeland Security Program-R

Status: Will be submitted before deadline Feb 9, 2023

Project Title: Ambus

Summary: To purchase equipment needed for the Ambus, a regional asset.

Total Cost: TBD



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2022-6003	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Willie Arratia on Ordinance 2023-01 to rezone 4020 E Pike, also being 1.16 acres out of Farm Tract 1036, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-01. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-1 neighborhood business district. Nine (9) property owners within 200 feet of the applicant's property were notified by letter on November 23, 2022.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on October 17, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval at the regular meeting on January 4, 2023.			
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 staff.			
Staff Recommendation: Staff recommends approval based on 2040 land use map which identifies Pike as a Commercial Corridor.			
Attachments, if any: Rezone-4020 E Pike - Memo, 4020 E PIKE BLVD- ATTACHMENTS, 4020 E Pike Blvd - Aerial, O2023-01 rezone 4020 E Pike Blvd			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 4020 E Pike Blvd

DATE: January 10, 2023

The property owner is proposing a seventy-one-lot subdivision with one of the lots being for commercial use and the remaining lots are proposed as four-plex- apartments. The proposed subdivision was previously approved by City Commission as Heron's landing on November 15, 2022. The proposed use is in compliance with the 2040 Land Use Map and surrounding areas. No petitions have been received for against this item.

The Planning & Zoning Commission recommended approval based on the 2040 land use map.

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:

Lot FARM TRACT 1036 Block _____

Subdivision Name WEST AND ADAMS TRACT

Street Address 4020 E PIKE BLVD

Existing Zoning R1 Existing Land Use VACANT

Proposed Zoning B1 Proposed Land Use OFFICE

_____ \$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 Willie Arratia Phone (956)-784-0218

Address 526 N. 5th St Fax: _____

City Dallas State Tx Zip Code 75202 E-Mail: mainengineering@yahoo.com

OWNER

Name Albert Hanks Phone (956)-630-0216

Address 502 E Expressway Suite 6 Fax: _____

City Weslaco State Tx Zip Code 78596 E-Mail: _____

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

Signature [Signature] Date 9/26/22

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

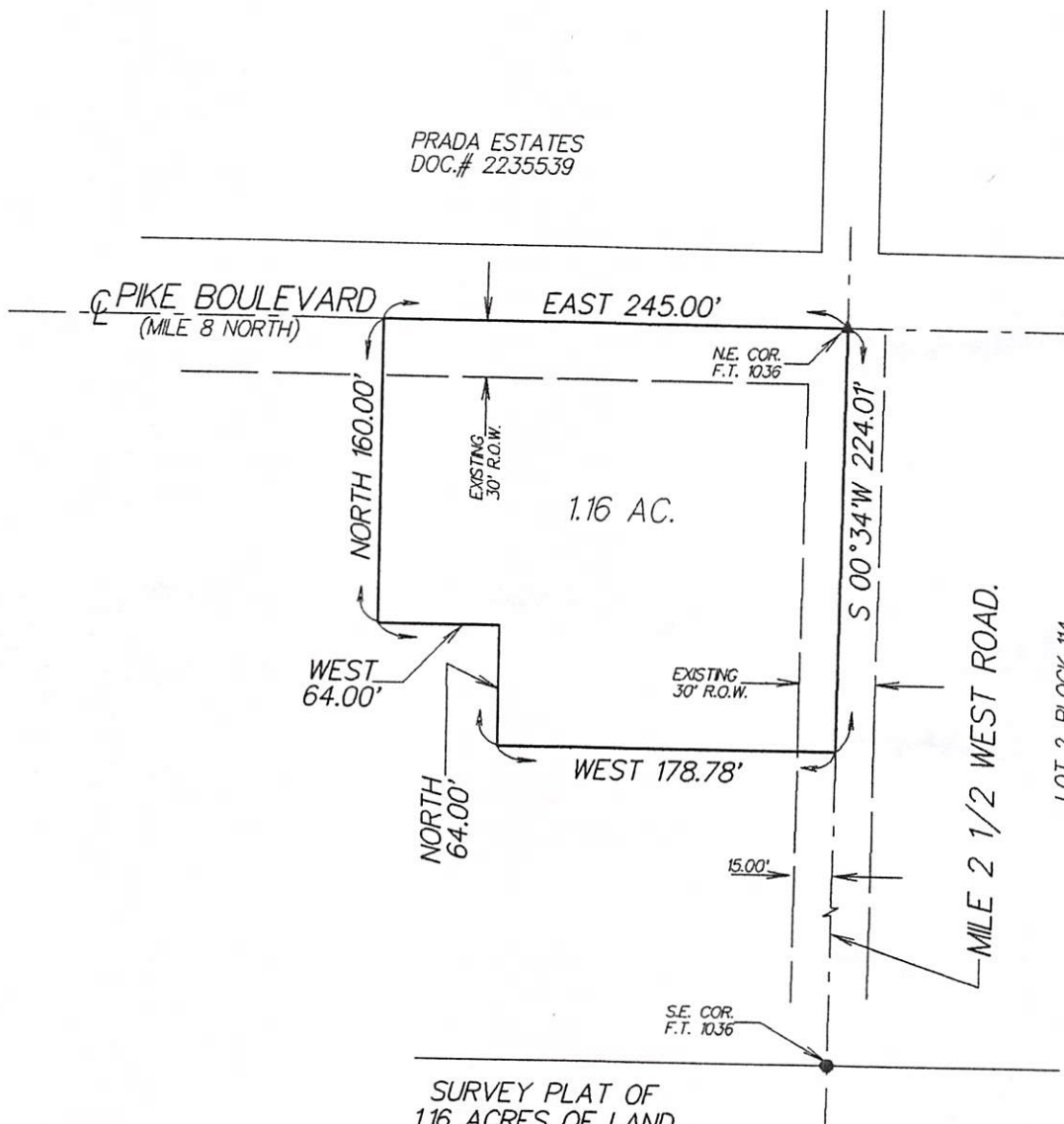
LEGEND

21223-A

- Found 1/2" iron rod
- ▲ Found cotton picker spindle

21
BASIS OF BEARINGS:
COTTON PICKER FOR N.E.
COR. F.T. 1036 & 1/2" IR.
FND. FOR S.E. COR. F.T.
1036

PRADA ESTATES
DOC.# 2235539



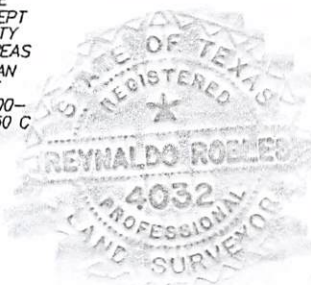
LOT 2, BLOCK 114
CAMPACUAS ADDITION
VOL. 1, PG. 2, H.C.M.R.

SURVEY PLAT OF
1.16 ACRES OF LAND
OUT OF FARM TRACT 1036,
WEST AND ADAMS TRACT SUBDIVISION
HIDALGO COUNTY, TEXAS
PER MAP RECORDED IN VOL. 2, PG. 34-37 H.C.M.R.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT
EASEMENTS OF RECORD MAY AFFECT SUBJECT PROPERTY.

I, REYNALDO ROBLES, REGISTERED PROFESSIONAL
LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY
CERTIFY THAT THE ABOVE PLAT REPRESENTS A
SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION,
THAT THERE ARE NO VISIBLE ENCROACHMENTS, NOR VISIBLE
AND APPARENT EASEMENTS AT THE TIME OF SURVEY EXCEPT
AS SHOWN AND BY GRAPHIC PLOTTING ONLY THIS PROPERTY
LIES IN FLOOD ZONE "X" (AREAS OF 500-YEAR FLOOD; AREAS
OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN
ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE
SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-
YEAR FLOOD) OF FRM COMMUNITY PANEL NO. 480334 0450 C
REVISED TO REFLECT LOMR DATED MAY 30, 2002

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



PREPARED FOR: MAIN ENGINEERING

RA ROBLES &
ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS

P.O. BOX 476
107 W. HUISACHE ST.
MESA, TEXAS 79859

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

SURVEYED: 08/25/22	DRAWN BY: JB 10/05/22
SCALE: 1" = 100'	JOB No. 21223-A
TITLE COMMITMENT No.	REVISED:

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

© COPYRIGHT 2022

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

November 18, 2022

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, December 7, 2022, and the City Commission will hold a public hearing on December 20, 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 December 7, 2022. A staff member will contact you with instructions via phone call to address your public comment.

REZONE REQUEST:

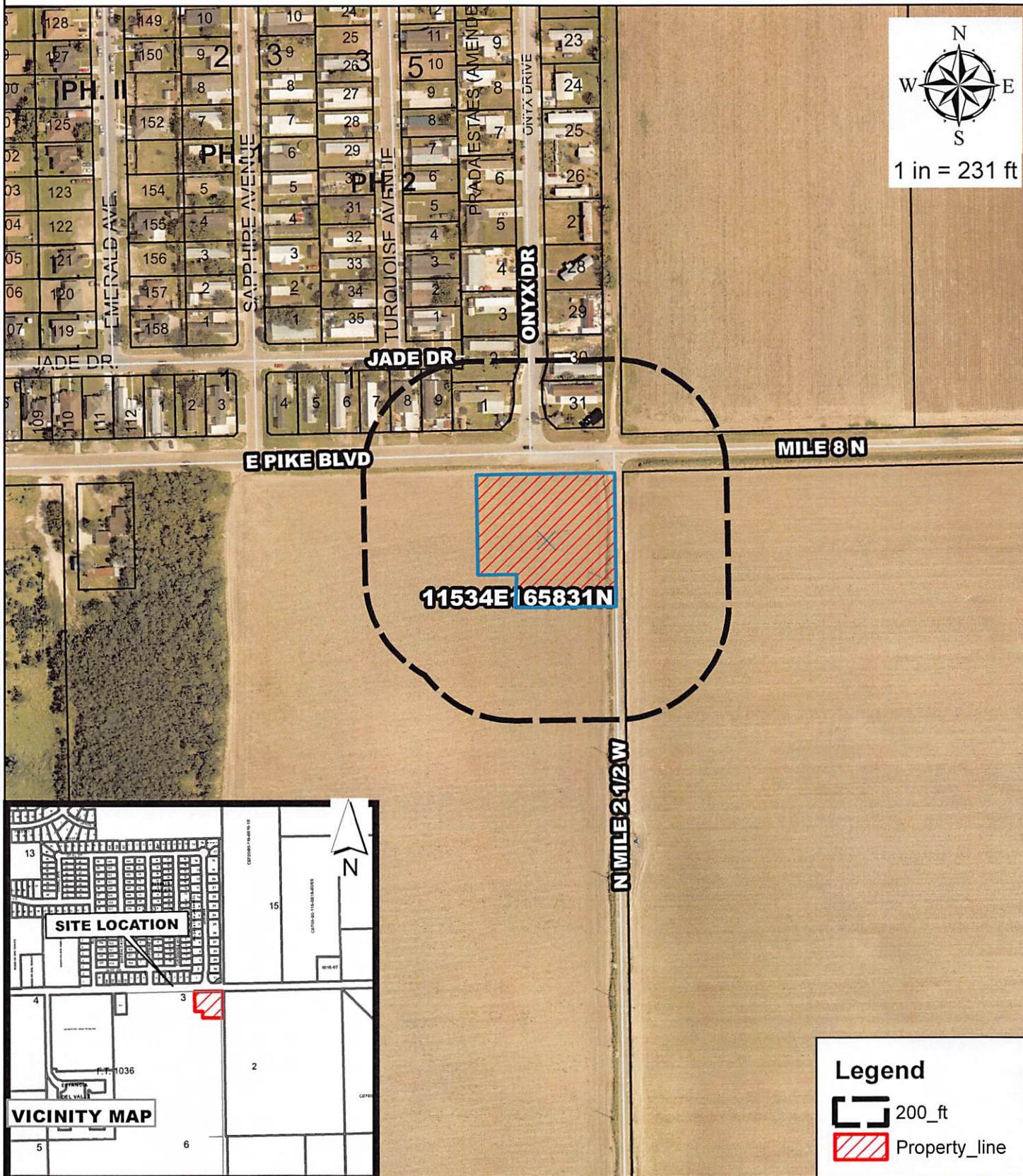
Wille Arratia is requesting to rezone 4020 E Pike. Also being the 1.16 acres out of Farm Tract 1036, West and Adams Tract Subdivision, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 neighborhood business district.

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

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

Sincerely,

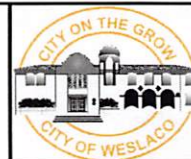
Rebekah de la Fuente, CFM
Planning Director



Willie Arratia
4020 E.Pike
Farm Tract 1036
West and Adams Tract

Purpose for the Rezone Request

Existing zoning:	R-1
Existing land use:	Vacant Land
Prop Zone:	B-1



NOV 14, 2022

GEROW JAMES MARCELO GARZA 822 S OKLAHOMA AVE WESLACO, TX 78596	A0800-00-000-1036-02 ADAMS TRACT E990' EXC W100'-N247 .80' FT 1036 29.50AC GR 28.82AC 0	L: 172920 B: 0
BERNAL RAFAEL LOPEZ 3930 JADE DR WESLACO TX 78599	C5354-02-001-0007-00 CITRUS VALLEY MOBILE HOME PH 2 LOT 3930 JADE DR	L: 31158 B: 0
FLORES ESPERANZA 3934 JADE DR WESLACO TX 78599	C5354-02-001-0008-00 CITRUS VALLEY MOBILE HOME PH 2 LOT 3934 JADE DR	L: 31158 B: 0
FLORES MARIA ISABEL 3938 JADE DR WESLACO TX 78599	C5354-02-001-0009-00 CITRUS VALLEY MOBILE HOME PH 2 LOT 3938 JADE DR	L: 31158 B: 33514
VILLA ROEL & DIANA GONZALEZ 901 ONYX DR WESLACO TX 78599	P8114-00-000-0001-00 PRADA ESTATES LOT 1 - AMENDED 901 ONYX DRIVE	L: 34090 B: 0
CALVILLO ERASMO JR 909 ONYX DR WESLACO TX 78599	P8114-00-000-0002-00 PRADA ESTATES LOT 2 - AMENDED 909 ONYX DRIVE	L: 31730 B: 22804
GARCIA JESUS GABRIEL 908 ONYX DR WESLACO TX 78599	P8114-00-000-0030-00 PRADA ESTATES LOT 30 - AMENDED 908 ONYX DRIVE	L: 31111 B: 29896
HERNANDEZ YESENIA ALVARADO 900 ONYX DRIVE WESLACO TX 78599	P8114-00-000-0031-00 PRADA ESTATES LOT 31 - AMENDED 900 ONYX DRIVE	L: 33953 B: 28012



ROBLES &
ASSOCIATES, PLLC

FIRM No. 10096700

PROFESSIONAL LAND SURVEYORS

P.O. BOX 476

WESLACO, TEXAS 78599-0476

PHONE (956) 968 - 2422

FAX (956) 969 - 2011

DESCRIPTION OF 1.16 ACRES OF LAND
OUT OF FARM TRACT 1036, WEST AND ADAMS TRACT SUBDIVISION
HIDALGO COUNTY, TEXAS

Being 1.16 acres of land situated in Hidalgo County, Texas, and being out of the east 30 acres of Farm Tract 1036, West and Adams Tract Subdivision as per map recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, and said 1.16 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 1036 and the northeast corner of said tract herein described;

THENCE, South 00°36' West, 224.01 feet, with the east line of said Farm Tract 1036 and the centerline of Mile 2 ½ West Road to a point for the southeast corner of said tract herein described;

THENCE, West, with a line that is parallel to the north line of said Farm Tract 1036, at a distance of 15.00 feet pass the west right of way line of said Mile 2 ½ West Road and continuing for a total distance of 178.78 feet to a point for the most southerly southwest corner of said tract herein described;

THENCE, North, 64.00 feet, with a line that is parallel to the west line of said Farm Tract 1036 to a point for an inside corner of said tract herein described;

THENCE, West, 64.00 feet, with a line that is parallel to the north line of said Farm Tract 1036 to a point for the most westerly southwest corner of said tract herein described;

THENCE, North, with a line that is parallel to the west line of said Farm Tract 1036, at a distance of 130.00 feet pass the south right of way line of Pike Boulevard (Mile 8 North Road), and continuing for a total distance of 160.00 feet to a point for the northwest corner of said tract herein described;

THENCE, East, 245.00 feet, with the north line of said Farm Tract 1036 and the centerline of said Pike Boulevard to the POINT OF BEGINNING and containing 1.16 acres of land more or less.

Surveyed: August 25, 2022

Basis of bearings: cotton picker spindle found for the northeast corner of Farm Tract 1036, and ½-inch iron rod found for the southeast corner of Farm Tract 1036

21223a

10-04-2022



Reynaldo Robles

Reynaldo Robles, R.P.L.S. #4032

Rezone Request

R-1 to B-1

Legend

 4020 E Pike Blvd

4020 E Pike Blvd

Google Earth



600 ft

ORDINANCE NO. 2023-01

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 4020 E PIKE. ALSO BEING 1.16 ACRES OUT OF FARM TRACT 1036, WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-family dwelling district to B-1 neighborhood business district located at 4020 E Pike. Also being the 1.16 acres out of Farm Tract 1036, West and Adams Tract, 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 January 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6200	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Gloria Garza on Ordinance 2023-02 to rezone 809 N. Pino. Also being Lot 8-9, Block 18, Esplanada 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 2023-02. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone, from R-1 One-family dwelling district to R-2 Duplex and Apartment District. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on December 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			
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 December 19, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended denial of the request at the regular meeting on January 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Deny as recommended by the Planning and Zoning Commission and staff.			
Staff Recommendation: Staff recommends denial based on the 2040 land use map and surrounding land use.			
Attachments, if any: Rezone-809 N Pino - Memo, 809 N Pino- Attachments, 809 N Pino Application, Support for Rezoning of 809 N. Pino, O2023-02 rezone 809 N Pino			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 809 N. Pino

DATE: January 10, 2023

The property owner has an existing duplex style home that was serviced by one electrical meter. This type of use is allowable by the zoning ordinance as a guest house which is defined as follows:

Section 150-2 "Guesthouse means an accessory building designed for the temporary occupancy of *guest* of the primary dwelling for which there is no remuneration. "Maids' quarters" means a portion of a dwelling unit, **within the same enclosure and not a separate accessory building attached to the primary building** that may contain separate sanitary facilities and **must have shared utility meters**, which is designed for or used for residential occupancy by an employee/relative of the primary residence. "

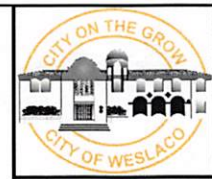
However, the property owner is requesting to have the two sections separately metered which would change the classification from a guesthouse which is an R-1 zoning to a duplex which falls under an R-2 zoning.

There are no other apartments within the area and would be considered a spot zoning.

The Planning & Zoning Commission recommended denial based on the 2040 land use map and surrounding land use.

Thank you,

Rebekah de la Fuente, CFM



DEC 5, 2022

DE LA CRUZ ELEAZAR P & RAQUEL F 811 N PINO ST WESLACO TX 78596	E7200-00-018-0006-00 ESPLANADA LOTS 6-7 BLK 18 811 N PINO ST	L: 26625 B: 95315
GONZALEZ CARLOS M 1033 S COLORADO AVE MERCEDES TX 78570	E7200-00-018-0008-00 ESPLANADA LOTS 8-9 BLK 18 809 N PINO ST	L: 26625 B: 15078
DE LOS SANTOS MARIA E HERMELINDA RODRIGUEZ PO BOX 169 LA BLANCA TX 78558	E7200-00-018-0010-00 ESPLANADA BLK 18 LT 10 803 N PINO ST	L: 13313 B: 18866
FISCAL DANIEL & JULISSA DE LEON 801 N PUEBLO ST WESLACO TX 78596	E7200-00-018-0011-00 ESPLANADA BLK 18 LT 11 801 N PINO ST	L: 13313 B: 37694
ROJAS PABLO & SONIA 502 SAN BENITO ST WESLACO TX 78596	E7200-00-018-0012-00 ESPLANADA BLK 18 LTS W 1/2-12-13 206 SGT M C GARCIA	L: 13313 B: 37144
REYES JAIME 204 W SGT M.C GARCIA WESLACO TX 78596	E7200-00-018-0012-01 ESPLANADA BLK 18 LTS E 1/2-12-13-14-15 204 SGT M C GARCIA	L: 26625 B: 135748
MARTINEZ CARLOS C & DEANNA PO BOX 624 WESLACO TX 78599	E7200-00-018-0016-00 ESPLANADA BLK 18 LTS 16-17 808 N CEDRO ST	L: 26625 B: 98541
CANTU JULIAN SR SR CANTU HERLINDA M 4311 RJ JOHNS AVE WESLACO TX 78599	E7200-00-018-0018-00 ESPLANADA BLK 18 LTS 18-19-20-21-22 215 W PIKE BLVD	L: 44375 B: 58154
ROJAS PABLO & SONIA 206 SARGENTO MC GARCIA WESLACO TX 78596	E7200-00-018-0014-00 ESPLANADA W1/2 - LOTS 14-15 BLK 18	L: 13313 B: 0

DEC 5, 2022

RODRIGUEZ GUADALUPE 719 N PINO ST WESLACO TX 78596	E7200-00-015-0001-00 ESPLANADA BLK 15 LTS 1-2-3-4 719 N PINO ST	L: 53250 B: 53981
RODRIGUEZ CESAR 714 N CEDRO ST WESLACO TX 78596	E7200-00-015-0019-00 ESPLANADA BLK 15 LTS 19-20 714 N CEDRO ST	L: 17750 B: 61174
HERNANDEZ NORA ELMA 718 N CEDRO ST WESLACO TX 78596	E7200-00-015-0021-00 ESPLANADA BLK 15 LTS 21-22 718 N CEDRO ST	L: 26625 B: 22425
GARCIA MARIA SARA 304 N CEDRO WESLACO, TX 78596-5210	E7200-00-016-0020-00 ESPLANADA BLK 16 LOT 20 714 N PINO ST	L: 13313 B: 10708
MARQUEZ IRENE 718 N PINO ST WESLACO TX 78596	E7200-00-016-0021-00 ESPLANADA LOTS 21 & 22 BLK 16 718 N PINO ST	L: 26625 B: 38361
SANDOVAL SALVADOR 802 N PINO WESLACO TX 78596	E7200-00-017-0012-00 ESPLANADA LOTS 12 & 13 BLK 17 802 N PINO ST	L: 28875 B: 71023
MARTINEZ CARLOS C SR & DEANNA 1402 S INTERNATIONAL BLVD WESLACO TX 78596	E7200-00-017-0014-00 ESPLANADA LOT 14 & 15 BLK 17 804 N PINO ST	L: 26625 B: 151962
CERDA ANA CELIA PO BOX 233 WESLACO TX 78599	E7200-00-017-0016-00 ESPLANADA BLK 17 LTS 16-17 808 N PINO ST	L: 26625 B: 39528
ARIAS JOSEPH G & ET AL 101 W PIKE BLVD WESLACO TX 78596	E7200-00-017-0018-00 ESPLANADA LOTS 18-19 BLK 17 101 W PIKE BLVD	L: 22188 B: 47004
DAILY CATARINA 814 N PINO ST WESLACO TX 78596	E7200-00-017-0020-00 ESPLANADA LOTS 20-21-22 BLK 17 814 N PINO ST	L: 26625 B: 43440
GARZA JAVIER G ET AL 815 N PINO WESLACO TX 78596	E7200-00-018-0001-00 ESPLANADA LOTS 1-2 BLK 18 815 N PINO ST	L: 17750 B: 37292
MARTINEZ CARLOS & DEANNA PO BOX 624 WESLACO TX 78599	E7200-00-018-0003-00 ESPLANADA ALL LOTS 3 THRU 5 BLK 18 206 W PIKE BLVD	L: 41250 B: 91119



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. RZNE-000345-
2022

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 819 Block 18

Subdivision Name Esplanada

Street Address 809 N. Pino St.

Existing Zoning R-1 Existing Land Use _____

Proposed Zoning R-2 Proposed Land Use Duplex

- \$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 Gloria G. Garza Phone (956) 565-5649

Address 1033 S. Colorado Fax: _____

City Mercedes State Tx Zip Code 78570 E-Mail: gloriagarzaworkshops@hotmail.com

OWNER

Name Gloria G. Garza Phone (956) 565-5649

Address 1033 S. Colorado Fax: _____

City Mercedes State Tx Zip Code 78570 E-Mail: gloriagarzaworkshops@hotmail.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 Gloria G. Garza Date Nov 17, 2022
Owner

Signature Gloria G. Garza Date Nov. 17, 2022
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

Date _____

P & Z Notice of Public Hearing Published in Newspaper

Date _____

City Commission Notice of Public Hearing Published

Date _____

Presented to P & Z Commission

Date _____

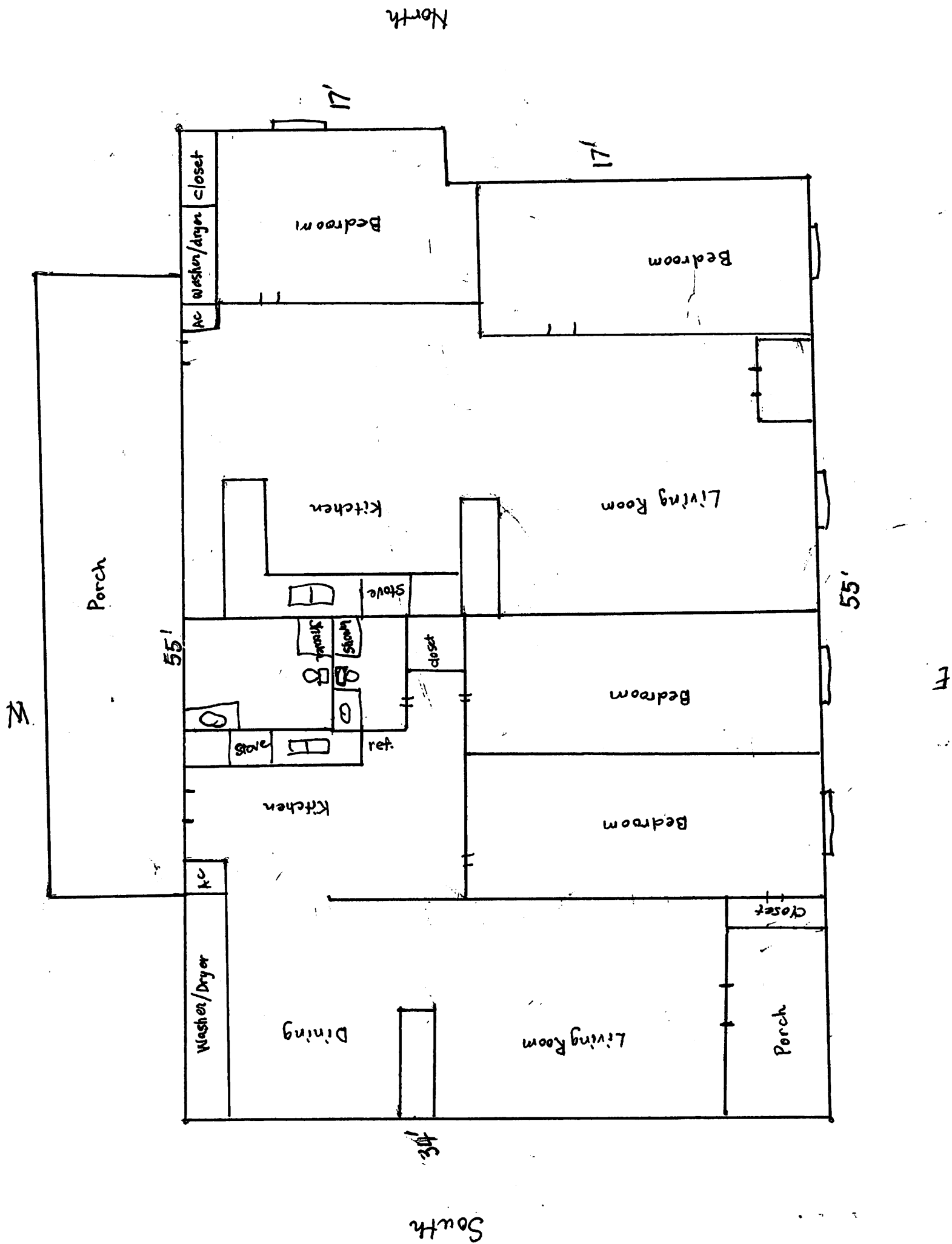
Approved _____ Disapproved _____ Tabled _____

Presented to City Commission

Date _____

Approved _____ Disapproved _____ Tabled _____

Ordinance No. _____



2022 CONSOLIDATED PROPERTY TAX STATEMENT



TAXES ARE DUE UPON RECEIPT. TAXES WILL BECOME DELINQUENT ON FEBRUARY 1, 2023
PENALTY AND INTEREST WILL BE ADDED MONTHLY BEGINNING FEBRUARY 1, 2023



The jurisdictions listed below have consolidated their tax collections for 2022. Please refer questions to the Hidalgo County Tax Office by telephone at (956) 318-2157 or by mail at PO Box 178, Edinburg, Texas 78540-0178
Pablo (Paul) Villarreal Jr., Tax Assessor/Collector, Hidalgo County, Texas

ACCOUNT NUMBER: E7200-00-018-0008-00

LOAN #

FIDO #

DATE OF NOTICE: 10/11/2022

HCAD Number: 171308

105926*273**G50**0.584**1/2*****AUTO5-DIGIT 78570
GONZALEZ CARLOS M
1033 S COLORADO AVE
MERCEDES TX 78570-3621



OWNER NAME AND ADDRESS:
GONZALEZ CARLOS M
1033 S COLORADO AVE
MERCEDES TX 78570-3621



LEGAL DESCRIPTION:
ESPLANADA LOTS 8-9 BLK 18
809 N PINO ST

ACREAGE: .1722

APPRAISAL ASSESSMENT AND EXEMPTIONS		Property Class		Land	AG /Other	Improvements	Personal Property And Minerals	Total Appraised Value	100% Assessed Value	Exemptions
		Qualifying								
		Non-Qualifying		\$26.625		\$15.078		\$41.703	\$41.703	
		AG / Other								
		TOTAL		\$26.625		\$15.078		\$41.703	\$41.703	
Tax Unit	UDI	HS Cap Value	Exemption Codes	Exempt Amount	Taxable Value	Tax Rate Per \$100	FRZ Flag	Tax Levy	Total Amount Due If Paid in Month-Year	
1				\$0	\$41.703	.57500000		\$239.79	Oct-2022 +00%	\$1,067.43
2				\$0	\$41.703	.11790000		\$49.17	Nov-2022 +00%	\$1,067.43
40				\$0	\$41.703	.69670000		\$290.54	Dec-2022 +00%	\$1,067.43
53				\$0	\$41.703	.95930000		\$400.06	Jan-2023 +00%	\$1,067.43
54				\$0	\$41.703	.04920000		\$20.52	Feb-2023 +07%	\$1,142.15
55				\$0	\$41.703	.16150000		\$67.35	Mar-2023 +09%	\$1,163.51
									Apr-2023 +11%	\$1,184.86
									May-2023 +13%	\$1,206.20
									Jun-2023 +15%	\$1,227.55
									Jul-2023 +33%	\$1,448.49

Total Tax Due By January 31, 2023 is

\$1,067.43

ISD Rate: 2021 M&O .94070000 I&S .04000000 TOTAL .98070000

Prior Year Taxes Due on 10/11/2022

\$0.00

ISD Rate: 2022 M&O .92330000 I&S .03600000 TOTAL .95930000

- Please examine the assessed value and exemptions granted on this bill. If you believe there is an error in the value or exemptions, you may contact the Hidalgo County Appraisal District at (956) 381-8466
- If these taxes should be paid by your mortgage company, please forward this bill to them for payment.
- Visit our website to pay online or to inquire on your property information at www.hidalgocountytax.org
- Pursuant to Sec 33.11, Texas Property Tax Code, all personal property delinquent on April 1 may be subject to an additional early penalty



JURISDICTIONS:					
1	HIDALGO COUNTY	2	DRAINAGE DIST #1	40	CITY OF WESLACO
53	WESLACO ISD	54	SOUTH TEXAS ISD	55	SOUTH TEXAS COLLEGE
EXEMPTIONS:					

5 YEAR HISTORY: (As per section 31.01(e-11) of the Texas Property Tax Code) NOTE: Blanks means no data is available.

YEAR	APPRAISED	1	2	40	53	54	55		
2022	TAX VALUE	\$41.703	\$41.703	\$41.703	\$41.703	\$41.703	\$41.703		
5 th Yr	% DIFF	-18.87	-18.87	-18.87	-18.87	-18.87	-18.87		
	TAX VALUE	\$41.703	\$41.703	\$41.703	\$41.703	\$41.703	\$41.703		
5 th Yr	% DIFF	-18.87	-18.87	-18.87	-18.87	-18.87	-18.87		
	TAX RATE	.57500000	.11790000	.69670000	.95930000	.04920000	.16150000		
5 th Yr	% DIFF	-86000000	23.970000	4.5000000	-17.28000	.00000000	-12.70000		
	LEVY	\$239.79	\$49.17	\$290.54	\$400.06	\$20.52	\$67.35		
5 th Yr	% DIFF	-17.59	3.08	-13.13	-31.24	-18.86	-27.43		
Prev Yr	% DIFF								
2021	TAX VALUE	\$38.912	\$38.912	\$38.912	\$38.912	\$38.912	\$38.912		
	TAX RATE	.57500000	.12840000	.69670000	.98070000	.04820000	.17150000		
	LEVY	\$223.74	\$49.18	\$271.10	\$381.61	\$19.14	\$66.73		
	% DIFF	6.43	29.87	5.43	1.48	5.40	6.24		
2020	TAX VALUE	\$38.907	\$38.907	\$38.907	\$38.907	\$38.907	\$38.907		
	TAX RATE	.57500000	.10260000	.69670000	1.0189000	.04920000	.17180000		
	LEVY	\$212.22	\$37.87	\$257.13	\$378.05	\$18.16	\$63.41		
	% DIFF	-16.33	-17.33	-15.33	-19.27	-15.34	-16.08		
2019	TAX VALUE	\$43.589	\$43.589	\$43.589	\$43.589	\$43.589	\$43.589		
	TAX RATE	.57500000	.10510000	.69670000	1.0887000	.04820000	.17330000		
	LEVY	\$250.84	\$45.81	\$303.68	\$465.84	\$21.45	\$75.84		
	% DIFF	-13.86	-3.98	-9.20	-19.93	-13.09	-15.41		
2018	TAX VALUE	\$50.166	\$50.166	\$50.166	\$50.166	\$50.166	\$50.166		
	TAX RATE	.58000000	.09510000	.68870000	1.1597000	.04920000	.17800000		
	LEVY	\$290.98	\$47.71	\$334.48	\$581.78	\$24.68	\$89.30		
	% DIFF	.00	.00	.00	.00	.00	-3.78		
2017	TAX VALUE	\$50.166	\$50.166	\$50.166	\$50.166	\$50.166	\$50.166		
	TAX RATE	.58000000	.09510000	.68870000	1.1597000	.04920000	.18500000		
	LEVY	\$290.98	\$47.71	\$334.48	\$581.78	\$24.68	\$92.81		

Please fold on perforation BEFORE tearing

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

☐ CHECK HERE FOR CHANGE OF ADDRESS
CHANGE OF ADDRESS FORM ON BACK

PLEASE PUT YOUR ACCOUNT NUMBER ON ALL CORRESPONDENCE

October 2022	November 2022	December 2022	January 2023	Account Number:
\$1,067.43	\$1,067.43	\$1,067.43	\$1,067.43	E7200-00-018-0008-00
February 2023	March 2023	HCAD Number:		AMOUNT PAID:
\$1,142.15	\$1,163.51	171308		

PAY TO:

PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY TEXAS
PO BOX 3337
EDINBURG TX 78540-3337

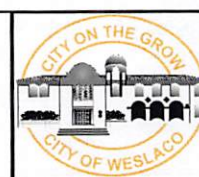


GONZALEZ CARLOS M
1033 S COLORADO AVE
MERCEDES TX 78570-3621



00001713080000106743

1/1 105926



Purpose for the Rezone Request	
Existing zoning:	R-1
Existing land use:	Vacant Land
Prop Zone:	r-2

DEC 5, 2022

RODRIGUEZ GUADALUPE 719 N PINO ST WESLACO TX 78596	E7200-00-015-0001-00 ESPLANADA BLK 15 LTS 1-2-3-4 719 N PINO ST	L: 53250 B: 53981
RODRIGUEZ CESAR 714 N CEDRO ST WESLACO TX 78596	E7200-00-015-0019-00 ESPLANADA BLK 15 LTS 19-20 714 N CEDRO ST	L: 17750 B: 61174
HERNANDEZ NORA ELMA 718 N CEDRO ST WESLACO TX 78596	E7200-00-015-0021-00 ESPLANADA BLK 15 LTS 21-22 718 N CEDRO ST	L: 26625 B: 22425
GARCIA MARIA SARA 304 N CEDRO WESLACO, TX 78596-5210	E7200-00-016-0020-00 ESPLANADA BLK 16 LOT 20 714 N PINO ST	L: 13313 B: 10708
MARQUEZ IRENE 718 N PINO ST WESLACO TX 78596	E7200-00-016-0021-00 ESPLANADA LOTS 21 & 22 BLK 16 718 N PINO ST	L: 26625 B: 38361
SANDOVAL SALVADOR 802 N PINO WESLACO TX 78596	E7200-00-017-0012-00 ESPLANADA LOTS 12 & 13 BLK 17 802 N PINO ST	L: 28875 B: 71023
MARTINEZ CARLOS C SR & DEANNA 1402 S INTERNATIONAL BLVD WESLACO TX 78596	E7200-00-017-0014-00 ESPLANADA LOT 14 & 15 BLK 17 804 N PINO ST	L: 26625 B: 151962
CERDA ANA CELIA PO BOX 233 WESLACO TX 78599	E7200-00-017-0016-00 ESPLANADA BLK 17 LTS 16-17 808 N PINO ST	L: 26625 B: 39528
ARIAS JOSEPH G & ET AL 101 W PIKE BLVD WESLACO TX 78596	E7200-00-017-0018-00 ESPLANADA LOTS 18-19 BLK 17 101 W PIKE BLVD	L: 22188 B: 47004
DAILY CATARINA 814 N PINO ST WESLACO TX 78596	E7200-00-017-0020-00 ESPLANADA LOTS 20-21-22 BLK 17 814 N PINO ST	L: 26625 B: 43440
GARZA JAVIER G ET AL 815 N PINO WESLACO TX 78596	E7200-00-018-0001-00 ESPLANADA LOTS 1-2 BLK 18 815 N PINO ST	L: 17750 B: 37292
MARTINEZ CARLOS & DEANNA PO BOX 624 WESLACO TX 78599	E7200-00-018-0003-00 ESPLANADA ALL LOTS 3 THRU 5 BLK 18 206 W PIKE BLVD	L: 41250 B: 91119

DEC 5, 2022

DE LA CRUZ ELEAZAR P & RAQUEL F 811 N PINO ST WESLACO TX 78596	E7200-00-018-0006-00 ESPLANADA LOTS 6-7 BLK 18 811 N PINO ST	L: 26625 B: 95315
GONZALEZ CARLOS M 1033 S COLORADO AVE MERCEDES TX 78570	E7200-00-018-0008-00 ESPLANADA LOTS 8-9 BLK 18 809 N PINO ST	L: 26625 B: 15078
DE LOS SANTOS MARIA E HERMELINDA RODRIGUEZ PO BOX 169 LA BLANCA TX 78558	E7200-00-018-0010-00 ESPLANADA BLK 18 LT 10 803 N PINO ST	L: 13313 B: 18866
FISCAL DANIEL & JULISSA DE LEON 801 N PUEBLO ST WESLACO TX 78596	E7200-00-018-0011-00 ESPLANADA BLK 18 LT 11 801 N PINO ST	L: 13313 B: 37694
ROJAS PABLO & SONIA 502 SAN BENITO ST WESLACO TX 78596	E7200-00-018-0012-00 ESPLANADA BLK 18 LTS W 1/2-12-13 206 SGT M C GARCIA	L: 13313 B: 37144
REYES JAIME 204 W SGT M.C GARCIA WESLACO TX 78596	E7200-00-018-0012-01 ESPLANADA BLK 18 LTS E 1/2-12-13-14-15 204 SGT M C GARCIA	L: 26625 B: 135748
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ROJAS PABLO & SONIA 206 SARGENTO MC GARCIA WESLACO TX 78596	E7200-00-018-0014-00 ESPLANADA W1/2 - LOTS 14-15 BLK 18	L: 13313 B: 0

From:
Gloria G. Garza
1033 S. Colorado St.
Mercedes, Tx. 78570

To:
City of Weslaco
255 S. Kansas Ave.
Weslaco, Tx. 78596

Attn: Planning Department

Re: Rezoning Request for
Lots 8 & 9 Esplanada Subdivision
809 N. Pino St.
Weslaco, Tx. 78596

Written Notice In Support of This Action

Gentlemen:

I've been made aware of the Planning & Zoning Commission meeting (Jan. 4, 2023) and the City Commission meeting (Jan. 17, 2023) and would like to file a written notice in support of this action. The following personal and pertinent information is provided to you in order to make a fair and just decision upon this case.

- I was born and raised at this residence, where we shared a home with my grandmother (lot 8), then later built our home next door (lot 9).
- There have always been two separate homes, with ONE electrical meter, which my father always paid. As far back as my memory serves, this property has always been a Duplex.
- Upon my grandmother's demise in the early 70's, my father acquired lot 8, but always maintained the two separate homes, even after he joined them by one roof over both dwellings.
- When my father passed away, and after much litigation, I acquired the property (both lots 8 & 9) and am now requesting TWO separate meters since I plan to reside at the 809 section (lot 8) and have reserved the 807 side of this home (lot 9) for my sister.

For the reasons stated above, I am requesting a rezoning of these premises.
I thank you in advance for your fair and kind consideration.

Gloria G. Garza

January 2, 2023

ORDINANCE NO. 2023-02

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 809 N. PINO. ALSO BEING LOT 8-9, BLOCK 18, ESPLANADA SUBDIVISION, HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-family dwelling district to R-2 Duplex and Apartment District located at 809 N. Pino. Also being Lot 8-9, Block 18, Esplanada Subdivision, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of January 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____ 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6201	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Ramon Gonzalez III on Ordinance 2023-03 to rezone 1602 & 1604 Judi St. Also being Lot 14-15, Block 5, Sun Country Estates Unit #2 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 2023-03. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to R-2 Duplex and Apartment District. Thirty-seven (37) property owners within 200 feet of the applicant's property were notified by letter on December 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			
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 December 19, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended denial of the request at the regular meeting on January 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Deny as recommended by the Planning and Zoning Commission and staff.			
Staff Recommendation: Staff recommends denial based on 2040 land use map and surrounding land use.			
Attachments, if any: Rezone-1602 & 1604 Judi St - Memo, 1602 & 1604 JUDI ST- application, 1602 & 1604 Judi St -Aerial, O2023-03 rezone 1602 & 1604 Judi St			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 1602 & 1604 Judi St

DATE: January 10, 2023

The property owner is proposed four-plex apartments for this location. Currently there are no other apartment zones within the area and the subdivision is primarily single-family residential with some commercial zones along Westgate Drive and some apartments along Sugarcane Drive. The rezone request would be considered spot zoning.

The Planning & Zoning Commission recommended denial based on the 2040 land use map and 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. RZNE-000352-0022

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 14 and 15 Block 5

Subdivision Name Sun Country Estates Unit #2

Street Address 1602 + 1604 Judi Street

Existing Zoning Empty Lot Existing Land Use Empty Lot in a neighborhood

Proposed Zoning to place a duplex apartment for rent Proposed Land Use to place a duplex apartment for rent

_____ \$305.00 non-refundable filing fee.

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

N/A 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 Ramon Gonzalez III Phone 956-532-1174

Address 213 W MILC 10 N Rd Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: _____

OWNER

Name Gonzi Investments Phone 956-532-1172

Address 213 W. MILC 10 N Rd Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: _____

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

Signature [Signature] Date November 30, 2022

Owner

Signature _____ Date _____

Applicant

Signature _____ Date _____

Authorized Agent

THE INTENT OF ZONING

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

HOW AM I AFFECTED

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

A STATEMENT ON WESLACO'S ZONING ORDINANCE

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

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

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

REZONING APPLICATIONS INSTRUCTIONS

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

2022 CONSOLIDATED PROPERTY TAX STATEMENT



TAXES ARE DUE UPON RECEIPT. TAXES WILL BECOME DELINQUENT ON FEBRUARY 1, 2023
PENALTY AND INTEREST WILL BE ADDED MONTHLY BEGINNING FEBRUARY 1, 2023



The jurisdictions listed below have consolidated their tax collections for 2022. Please refer questions to the Hidalgo County Tax Office by telephone at (956) 318-2157 or by mail at PO Box 178, Edinburg, Texas 78540-0178
Pablo (Paul) Villarreal Jr., Tax Assessor/Collector, Hidalgo County, Texas

ACCOUNT NUMBER: S6900-00-005-0014-00 LOAN # FIDO #

DATE OF NOTICE: 10/11/2022

HCAD Number: 291732

69529*172**G50**1.304**3/8*****AUTO5-DIGIT 78537
GONZALEZ RAMON & MARIA DEL CARMEN
213 W MILE 10 RD N
WESLACO TX 78599-2905

OWNER NAME AND ADDRESS:
GONZALEZ RAMON & MARIA DEL CARMEN
213 W MILE 10 NORTH RD
WESLACO TX 78599-2905



LEGAL DESCRIPTION:
SUN COUNTRY ESTATES UNIT NO. 2 LOTS 14
& 15 BLK 5
1604 JUDI ST

ACREAGE: .3030

APPAISAL ASSESSMENT AND EXEMPTIONS		Property Class		Land	AG /Other	Improvements	Personal Property And Minerals	Total Appraised Value	100% Assessed Value	Exemptions
		Qualifying								
		Non-Qualifying		\$31,680		\$9,322		\$41,002	\$41,002	
		AG / Other								
		TOTAL		\$31,680		\$9,322		\$41,002	\$41,002	
Tax Unit	UDI	HS Cap Value	Exemption Codes	Exempt Amount	Taxable Value	Tax Rate Per \$100	FRZ Flag	Tax Levy	Total Amount Due If Paid in Month-Year	
1				\$0	\$41.002	.57500000		\$235.76	Oct-2022 +00%	\$1,049.48
2				\$0	\$41.002	.11790000		\$48.34	Nov-2022 +00%	\$1,049.48
40				\$0	\$41.002	.69670000		\$285.66	Dec-2022 +00%	\$1,049.48
53				\$0	\$41.002	.95930000		\$393.33	Jan-2023 +00%	\$1,049.48
54				\$0	\$41.002	.04920000		\$20.17	Feb-2023 +07%	\$1,122.94
55				\$0	\$41.002	.16150000		\$66.22	Mar-2023 +09%	\$1,143.94
									Apr-2023 +11%	\$1,164.92
									May-2023 +13%	\$1,185.91
									Jun-2023 +15%	\$1,206.90
									Jul-2023 +33%	\$1,424.15

Total Tax Due By January 31, 2023 is \$1,049.48 ISD Rate: 2021 M&O .94070000 I&S .04000000 TOTAL .98070000

Prior Year Taxes Due on 10/11/2022 \$0.00 ISD Rate: 2022 M&O .92330000 I&S .03600000 TOTAL .95930000

- ➔ Please examine the assessed value and exemptions granted on this bill. If you believe there is an error in the value or exemptions, you may contact the Hidalgo County Appraisal District at (956) 381-8466
- ➔ If these taxes should be paid by your mortgage company, please forward this bill to them for payment.
- ➔ Visit our website to pay online or to inquire on your property information at www.hidalgocountytax.org
- ➔ Pursuant to Sec 33.11, Texas Property Tax Code, all personal property delinquent on April 1 may be subject to an additional early penalty



JURISDICTIONS:

1	HIDALGO COUNTY	2	DRAINAGE DIST #1	40	CITY OF WESLACO
53	WESLACO ISD	54	SOUTH TEXAS ISD	55	SOUTH TEXAS COLLEGE

EXEMPTIONS:

5 YEAR HISTORY: (As per section 31.01(c-11) of the Texas Property Tax Code) NOTE: Blanks means no data is available.

YEAR		1	2	40	53	54	55		
2022	APPAISED	\$41.002	\$41.002	\$41.002	\$41.002	\$41.002	\$41.002		
5 th Yr	% DIFF	6.36	6.36	6.36	6.36	6.36	6.36		
	TAX VALUE	\$41.002	\$41.002	\$41.002	\$41.002	\$41.002	\$41.002		
5 th Yr	% DIFF	6.36	6.36	6.36	6.36	6.36	6.36		
	TAX RATE	.57500000	.11790000	.69670000	.95930000	.04920000	.16150000		
5 th Yr	% DIFF	-.86000000	23.970000	4.50000000	-17.280000	.00000000	-12.700000		
	LEVY	\$235.76	\$48.34	\$285.66	\$393.33	\$20.17	\$66.22		
5 th Yr	% DIFF	5.44	31.86	11.14	-12.02	6.33	-7.15		
Prev Yr	% DIFF								
2021	TAX VALUE	\$39.347	\$39.347	\$39.347	\$39.347	\$39.347	\$39.347		
	TAX RATE	.57500000	.12640000	.69670000	.98070000	.04920000	.17150000		
	LEVY	\$226.25	\$49.73	\$274.13	\$385.88	\$19.36	\$67.48		
	% DIFF	3.93	28.04	3.93	.03	3.92	3.75		
2020	TAX VALUE	\$37.860	\$37.860	\$37.860	\$37.860	\$37.860	\$37.860		
	TAX RATE	.57500000	.10260000	.69670000	1.01890000	.04920000	.17180000		
	LEVY	\$217.70	\$38.84	\$263.77	\$385.76	\$18.63	\$65.04		
	% DIFF	139.02	133.27	139.01	127.88	139.15	136.94		
2019	TAX VALUE	\$15.840	\$15.840	\$15.840	\$15.840	\$15.840	\$15.840		
	TAX RATE	.57500000	.10510000	.69670000	1.06870000	.04920000	.17330000		
	LEVY	\$91.08	\$16.65	\$110.36	\$169.28	\$7.79	\$27.45		
	% DIFF	-58.90	-54.18	-56.68	-61.80	-58.56	-59.64		
2018	TAX VALUE	\$38.210	\$38.210	\$38.210	\$38.210	\$38.210	\$38.210		
	TAX RATE	.58000000	.09510000	.66670000	1.15970000	.04920000	.17800000		
	LEVY	\$221.62	\$36.34	\$254.75	\$443.12	\$18.80	\$68.01		
	% DIFF	-.89	-.87	-.89	-.89	-.90	-.64		
2017	TAX VALUE	\$38.552	\$38.552	\$38.552	\$38.552	\$38.552	\$38.552		
	TAX RATE	.58000000	.09510000	.66670000	1.15970000	.04920000	.18500000		
	LEVY	\$223.60	\$36.66	\$257.03	\$447.09	\$18.97	\$71.32		

Please fold on perforation BEFORE tearing

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

☐ CHECK HERE FOR CHANGE OF ADDRESS
CHANGE OF ADDRESS FORM ON BACK

PLEASE PUT YOUR ACCOUNT NUMBER ON ALL CORRESPONDENCE

October 2022	November 2022	December 2022	January 2023	Account Number:
\$1,049.48	\$1,049.48	\$1,049.48	\$1,049.48	S6900-00-005-0014-00
February 2023	March 2023	HCAD Number:	AMOUNT PAID:	
\$1,122.94	\$1,143.94	291732		

2/4 69529

PAY TO:

PABLO (PAUL) VILLARREAL JR.
HIDALGO COUNTY TEXAS
PO BOX 3337
EDINBURG TX 78540-3337



GONZALEZ RAMON & MARIA DEL CARMEN
213 W MILE 10 RD N
WESLACO TX 78599-2905



00002917320000104948

DEC 5, 2022

LOZANO VIRGINIA YOLANDA 1902 W MIMOSA DR WESLACO TX 78596	S6900-00-001-0001-00 SUN COUNTRY ESTATES LOT 1 & N1/2 OF	L: 26205 B: 0
LOZANO VIRGINIA YOLANDA 1902 W MIMOSA DR WESLACO TX 78596	S6900-00-001-0002-00 SUN COUNTRY ESTATES S1/2 LOT 2 &	L: 26816 B: 68906
AGUILAR ADAM A ETAL 1610 JUDI ST WESLACO TX 78599	S6900-00-001-0006-00 SUN COUNTRY ESTATES LOT 6 BLK 1	L: 23100 B: 57087
AGUILAR ALEXANDRA & ADAM ABEL 1610 JUDI ST WESLACO TX 78599	S6900-00-001-0007-00 SUN COUNTRY ESTATES LOT 7 BLK 1	L: 23100 B: 82459
RIOS BERTHA ALICIA & RAFAEL MARIA CONSUELO REYNA 1205 JUDI ST WESLACO TX 78599	S6900-00-001-0008-00 SUN COUNTRY ESTATES LOT 8 BLK 1	L: 14400 B: 32812
FARIAS MARIA S PROJECT 9 MILE LLC 1601 JUDI ST WESLACO TX 78599	S6900-00-001-0009-00 SUN COUNTRY ESTATES LOT 9 BLK 1 1603 JUDI ST	L: 15840 B: 74831
PROJECT 9 MILE LLC 3787 BRITTANY NICOLE CT LAS VEGAS NV 89139	S6900-00-001-0010-00 SUN COUNTRY ESTATES LOT 10 BLK 1 1601 JUDI ST	L: 15840 B: 0
JALOMO MARIA EVA 3312 ROSEWOOD DR WESLACO TX 78599	S6900-00-001-0012-00 SUN COUNTRY ESTATES LOT 12 BLK 1	L: 15840 B: 74221
RODRIGUEZ MARIA GUADALUPE 1606 JOYCE ST WESLACO TX 78599	S6900-00-001-0013-00 SUN COUNTRY ESTATES LOT 13 BLK 1 1606 JUDI ST	L: 14400 B: 106990
RINCON ASENCION A 1604 JOYCE ST WESLACO TX 78599	S6900-00-001-0014-00 SUN COUNTRY ESTATES LOT 14 BLK 1	L: 15840 B: 21517
GARZA MANUEL ET UX 1602 JOYCE ST WESLACO TX 78599	S6900-00-001-0015-00 SUN COUNTRY ESTATES LOT 15 BLK 1 1602 JOYCE ST	L: 15840 B: 34051
PEDRAZA GERARDO A & MARIA DE 1511 JUDI ST WESLACO TX 78599	S6900-00-002-0001-00 SUN COUNTRY ESTATES LOT 1 BLK 2	L: 15840 B: 84160

DEC 5, 2022

GUAJARDO ROGELIO & GRACIELA G 4204 N 3RD ST MCALLEN TX 78504	S6900-00-002-0002-00 SUN COUNTRY ESTATES LOT 2 BLK 2	L: 14400 B: 28650
ARISPE RAMON & MINERVA 1507 JUDI ST WESLACO TX 78599	S6900-00-002-0003-00 SUN COUNTRY ESTATES LOT 3 BLK 2	L: 14400 B: 21348
MARTINEZ ESMERALDA GUTIERREZ P O BOX 1926 WESLACO TX 78599	S6900-00-002-0007-00 SUN COUNTRY ESTATES LOT 7 BLK 2	L: 15840 B: 61133
SONABA ENTERPRISES LLC 100 N MAYBERRY ST MISSION, TX 78572	S6900-00-005-0001-00 SUN COUNTRY ESTATES UNIT NO. 2 0	L: 38850 B: 285757
CARDOSA SILVIO HECTOR & 2710 N WESTGATE DR WESLACO TX 78599	S6900-00-005-0003-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 18900 B: 51074
AGUILAR ELIZABETH 1610 JUDI ST WESLACO TX 78599	S6900-00-005-0004-00 SUN COUNTRY ESTATES UNIT NO. 2	L: 40163 B: 89223
SIFUENTES EMMA 1609 EDNA ST WESLACO TX 78599	S6900-00-005-0006-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 15840 B: 80642
SALINAS JESUS E & SAN JUANITA 1607 EDNA ST WESLACO TX 78599	S6900-00-005-0007-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 15840 B: 39091
GONZALEZ JAVIER & DALIA 1509 EDNA ST WESLACO TX 78599	S6900-00-005-0008-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 14400 B: 0
TAYLOR TYRA NIKITA 2808 THUNDERBIRD AVE MCALLEN TX 78504	S6900-00-005-0009-00 SUN COUNTRY ESTATES UNIT NO. 2 1201 EDNA ST	L: 31680 B: 134763
AGUILAR ADAM A ETAL 1610 JUDI ST WESLACO TX 78599	S6900-00-005-0011-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 15840 B: 6009
CUELLAR GUADALUPE & ANTONIA 1608 JUDI ST WESLACO TX 78599	S6900-00-005-0012-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 15840 B: 24839

DEC 5, 2022

ROBLEDO JUAN 2629 GRANADA WESLACO TX 78599	S6900-00-005-0013-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 14400 B: 0
GONZI INVESTMENTS INC 213 W MILE 10 N RD WESLACO TX 78599	S6900-00-005-0014-00 SUN COUNTRY ESTATES UNIT NO. 2 1604 JUDI ST	L: 31680 B: 9322
GONZALEZ GUADALUPE D 1509 EDNA ST WESLACO TX 78599	S6900-00-006-0001-00 SUN COUNTRY ESTATES UNIT NO. 2	L: 30240 B: 35413
GARCIA JOSE J & AMELIA 1507 EDNA ST WESLACO TX 78599	S6900-00-006-0003-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT 1107 EDNA ST	L: 14400 B: 18067
ALEMAN BERTHA ALICIA 1730 W LINCOLN ST WESLACO TX 78599	S6900-00-006-0007-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT 1512 JUDI ST	L: 15840 B: 0
SALAZAR JAIME T & LAURA B ROSAS 1510 JUDI ST WESLACO TX 78599	S6900-00-006-0008-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 14400 B: 22792
MALDONADO LUIS A & ANGELICA 1102 JUDI ST WESLACO TX 78599	S6900-00-006-0009-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 14400 B: 0
RIVERA ANGELICA M 1502 JUDI ST WESLACO TX 78599	S6900-00-006-0010-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 14400 B: 66949
MARTINEZ LEONARDO & IRMA 1608 EDNA ST WESLACO TX 78599	S6900-00-007-0009-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 15840 B: 54649
HINOJOSA LORENZO 1604 EDNA ST WESLACO TX 78599	S6900-00-007-0010-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 14400 B: 27593
HINOJOSA LORENZO 1604 EDNA ST WESLACO TX 78599	S6900-00-007-0011-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 15840 B: 0
HINOJOSA LEONARDO 1604 EDNA ST WESLACO TX 78599	S6900-00-007-0012-00 SUN COUNTRY ESTATES UNIT NO. 2 LOT	L: 15840 B: 95427

DEC 5, 2022

GARZA JOSE OMAR & VIRGINIA

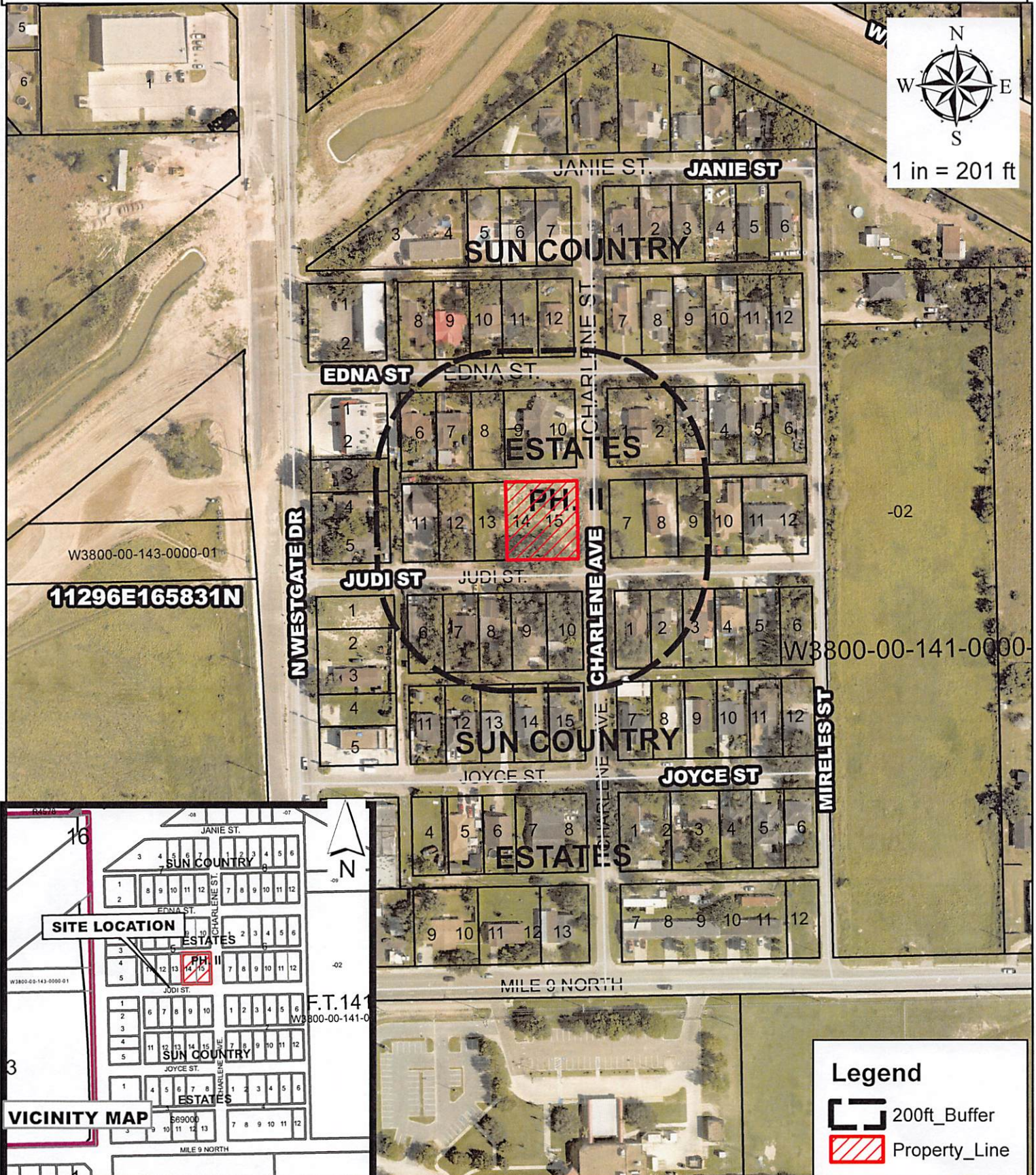
S6900-00-008-0007-00

L: 15840

SUN COUNTRY ESTATES UNIT NO. 2 LOT

B: 45759

1512 EDNA ST
WESLACO TX 78599



Legend

- 200ft_Buffer
- Property_Line

Ramon Gonzalez III
1602 & 1604 Judi ST
Sun Country Estates Unit No. 2
Block 5, Lots 14 & 15

Purpose for the Rezone Request

Existing zoning: R-1
 Existing land use: Vacant Land
 Prop Zone: R-2



Rezone Request

R-1 to R-2

Legend

 1602 & 1604 Judi St

 1604 Judi St

Google Earth

300 ft



ORDINANCE NO. 2023-03

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1602 & 1604 JUDI ST. ALSO BEING LOT 14-15, BLOCK 5, SUN COUNTRY ESTATES UNIT #2 SUBDIVISION, HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-family dwelling district to R-2 Duplex and Apartment District located at 1602 & 1604 Judi St. Also being Lot 14-15, Block 5, Sun Country Estates Unit #2 Subdivision, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of January 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____ 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6202	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of David M Chacon on Ordinance 2023-04 to rezone 3611 Camino De Verdad also being 17.83 acres, more or less of land out of 16.76-acre tract of land out of FT1021 and a 1.07-acre tract of land out of FT 1022, Blk 113, 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 2023-04. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone from R-1 One-family dwelling district to R-2 Duplex and Apartment District. Forty-one (41) property owners within 200 feet of the applicant's property were notified by letter on December 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			
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 December 19, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval at the regular meeting on January 4, 2023			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Planning and Zoning Commission and staff.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone-3611 Camino de Verdad - Memo, 3611 CAMINO DE VERDAD- application, 3611 camino de verdad-Aerial, O2023-04 rezone 3611 Camino de Verdad			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 3611 Camino de Verdad

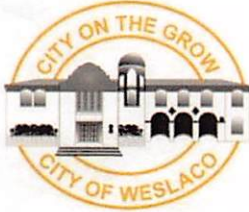
DATE: January 10, 2023

The property owner is proposed fifty-eight (58) lot subdivision with four-plex apartments for this location. There is currently a mix of apartment and single-family zoned properties within the area. With four-plex apartment developments are located along FM 1015 and immediately to the north of this property. Staff has not received any petitions for or against the rezone request

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

Thank you,

Rebekah de la Fuente, CFM

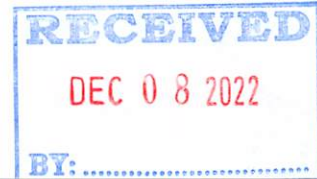


APPLICATION FOR REZONING

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. RZNE-000356-2022



PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot _____ Block _____

Subdivision Name Camino de Verdad

Street Address Proposed 3611 Camino de Verdad Subdivision

Existing Zoning _____ Existing Land Use Agricultural

Proposed Zoning multi-family residential Proposed Land Use multi-family Residential

_____ \$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 David M. Chacon Phone (956) 429-9033

Address 2205 N. Jackson Rd Fax: N/A

City McAllen State TX Zip Code 78501 E-Mail: david@bstore.biz

OWNER

Name Carlos Del Angel Phone (956) 802-9979

Address 2205 N. Jackson Rd. Fax: N/A

City McAllen State TX Zip Code 78501 E-Mail: carlos@bstore.biz

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 [Signature] Date 12/8/2022

Applicant

Signature [Signature] Date 12/8/2022

Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



John B. Scott
Secretary of State

Office of the Secretary of State

June 08, 2022

Attn: Legalzoom.com, Inc.

Legalzoom.com, Inc.
101 N. Brand Blvd, 10th Floor
Glendale, CA 91203 USA

RE: Camino de Verdad LLC
File Number: 804592892

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <https://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure



Office of the Secretary of State

CERTIFICATE OF FILING OF

Camino de Verdad LLC
File Number: 804592892

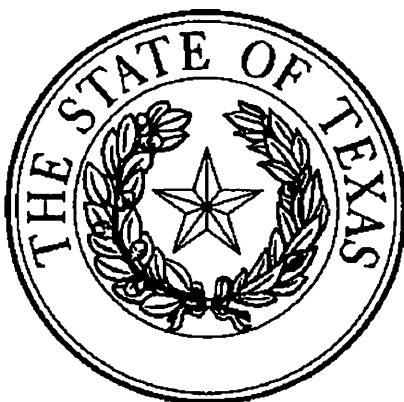
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/02/2022

Effective: 06/02/2022



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 804592892 06/02/2022
Document #: 1153047380002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Camino de Verdad LLC

Article 2 - Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Juan Carlos Del Angel

C. The business address of the registered agent and the registered office address is:

Street Address:

2307 Silverado S Mission TX 78573

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Juan Carlos Del Angel**

Title: **Manager**

Address: **P. O. Box 3898 McAllen TX, USA 78502**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Initial Mailing Address

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:

**P. O. Box 3898
McAllen, TX 78502
USA**

Organizer

The name and address of the organizer are set forth below.

LegalZoom.com, Inc. 101 N. Brand Blvd., 11th Floor, Glendale, CA 91203

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

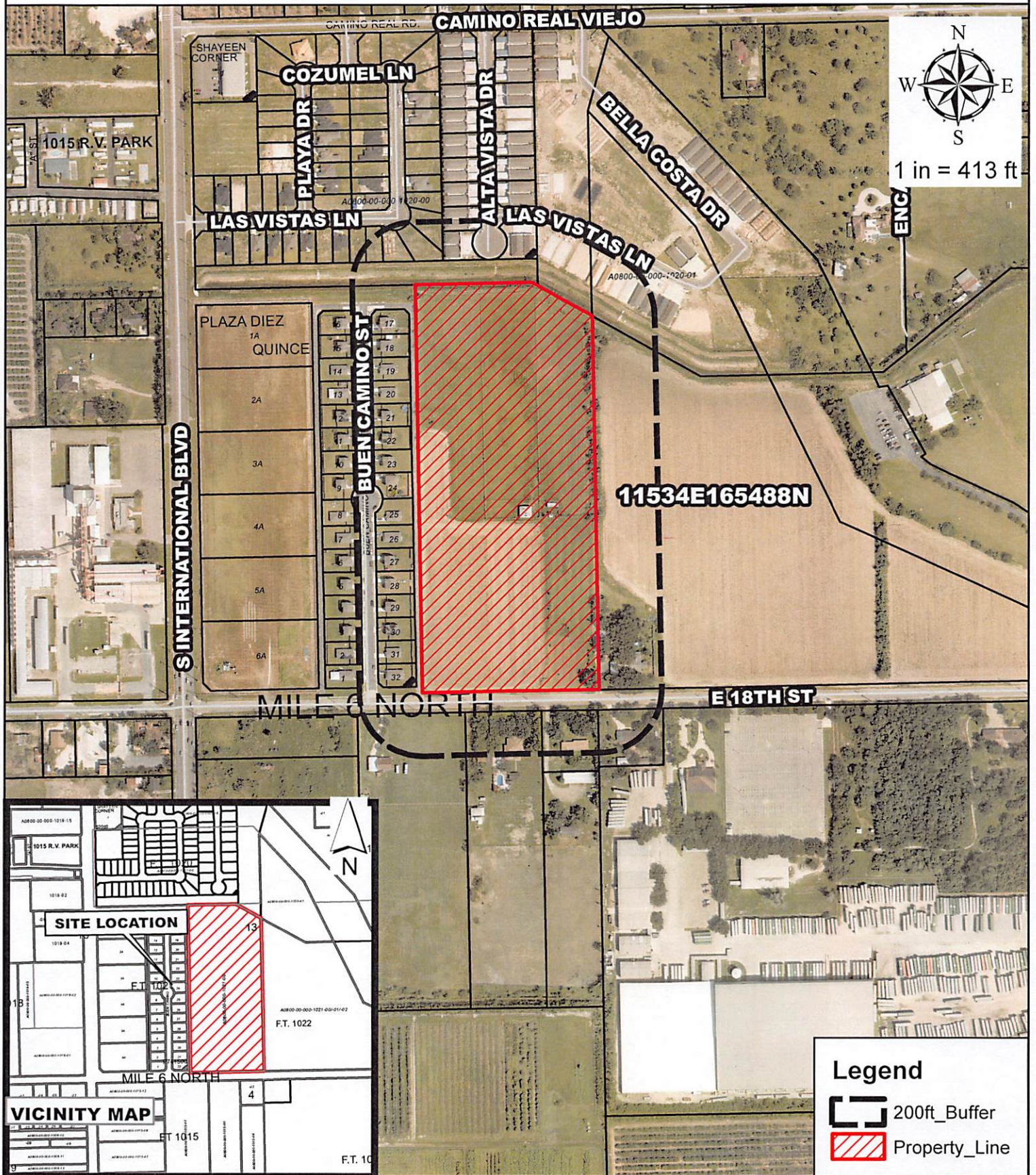
Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Cheyenne Moseley, Asst. Secretary, LegalZoom.com, Inc.

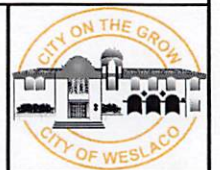
Signature of Organizer

FILING OFFICE COPY



David Chacon
3611 Camino de Verdad
Proposed Camino De Verdad Sub.

Purpose for the Rezone Request
 Existing zoning: R-1
 Existing land use: Vacant Land
 Prop Zone: R-2



DEC 12, 2022

WINSTON JOE B JR 3611 CAMINO DE VERDAD RD WESLACO TX 78596-7534	A0800-00-000-1021-00 ADAMS TRACT FT 1021 EXC W 759' 1 6.76 AC	L: 0 B: 2304
CANO LOUIS 1708 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0001-00 PLAZA DIEZ QUINCE (AMND) LOT 1 0 BUEN CAMINO (MILE 6 N)	L: 41771 B: 82815
SARMIENTO CARLOS & DANITA 1704 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0002-00 PLAZA DIEZ QUINCE (AMND) LOT 2 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 96614
FLORES MARCO ANTONIO JR & JULIA 1700 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0003-00 PLAZA DIEZ QUINCE (AMND) LOT 3 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 99842
BENAVIDES JACOB & CYNTHIA 1632 BUEN CAMINO WESLACO TX 78596	P7415-00-000-0004-00 PLAZA DIEZ QUINCE (AMND) LOT 4 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 106119
SOTO FIDENCIO E 1628 BUEN CAMINO WESLACO TX 78596	P7415-00-000-0005-00 PLAZA DIEZ QUINCE (AMND) LOT 5 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 110483
SUSTAITA ARNOLDO E MONCADA & PO BOX 2622 ELSA TX 78543	P7415-00-000-0006-00 PLAZA DIEZ QUINCE (AMND) LOT 6 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 132658
MUNIZ STEPHANIE MARIE 1620 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0007-00 PLAZA DIEZ QUINCE (AMND) LOT 7 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 82538
CASAS LUIS & JESSICA 1616 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0008-00 PLAZA DIEZ QUINCE (AMND) LOT 8 0 BUEN CAMINO (MILE 6 N)	L: 43204 B: 94640
ROSALES JOANNA 1612 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0009-00 PLAZA DIEZ QUINCE (AMND) LOT 9 0 BUEN CAMINO (MILE 6 N)	L: 43204 B: 95464
RUIZ CASSANDRA & STEVEN VELA 1608 BUEN CAMINO STREET WESLACO TX 78596	P7415-00-000-0010-00 PLAZA DIEZ QUINCE (AMND) LOT 10 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 106376
LEAL MATTHEW J & KRYSTAL L 1303 W FIG AVE APT D PHARR TX 78577	P7415-00-000-0011-00 PLAZA DIEZ QUINCE (AMND) LOT 11 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 112145

DEC 12, 2022

HERRERA LANCE & SELINA 1600 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0012-00 PLAZA DIEZ QUINCE (AMND) LOT 12 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 121864
OLIVA RUDY 1512 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0013-00 PLAZA DIEZ QUINCE (AMND) LOT 13 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 84125
CF KL ASSETS 2019-1 LLC 875 N MICHIGAN AVE STE 3218 CHICAGO IL 60611	P7415-00-000-0014-00 PLAZA DIEZ QUINCE (AMND) LOT 14 1508 BUEN CAMINO	L: 41172 B: 96699
GUAJARDO JUAN E 1504 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0015-00 PLAZA DIEZ QUINCE (AMND) LOT 15 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 93781
MONTOYA JOSE ENRIQUE 1500 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0016-00 PLAZA DIEZ QUINCE (AMND) LOT 16 0 BUEN CAMINO (MILE 6 N)	L: 42371 B: 103235
GARCIA VANESSA 1501 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0017-00 PLAZA DIEZ QUINCE (AMND) LOT 17 0 BUEN CAMINO (MILE 6 N)	L: 42371 B: 117060
ZAJICEK JOSEPH BENJAMIN 1505 BUEN CAMINO WESLACO TX 78596	P7415-00-000-0018-00 PLAZA DIEZ QUINCE (AMND) LOT 18 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 125364
GARCIA VICTORIA 1509 BUEN CAMINO WESLACO TX 78596	P7415-00-000-0019-00 PLAZA DIEZ QUINCE (AMND) LOT 19 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 83795
CF KL ASSETS 2019-1 LLC 875 N MICHIGAN AVE STE 3218 CHICAGO IL 60611	P7415-00-000-0020-00 PLAZA DIEZ QUINCE (AMND) LOT 20 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 95393
AGUILAR CARLOS LEONARDO TELLO 1601 BUEN CAMINO WESLACO TX 78596	P7415-00-000-0021-00 PLAZA DIEZ QUINCE (AMND) LOT 21 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 95464
AGUILAR JOSE III 1605 BUEN CAMINO WESLACO TX 78596	P7415-00-000-0022-00 PLAZA DIEZ QUINCE (AMND) LOT 22 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 101456
SANCHEZ AMBER N & MAXIMILIANO 1609 BUEN CAMINO WESLACO TX 78596	P7415-00-000-0023-00 PLAZA DIEZ QUINCE (AMND) LOT 23 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 111704

DEC 12, 2022

WILLIAMS ALICE K & THOMAS E JR 1613 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0024-00 PLAZA DIEZ QUINCE (AMND) LOT 24 0 BUEN CAMINO (MILE 6)	L: 43204 B: 133016
CF KL ASSETS 2019-1 LLC 875 N MICHIGAN AVE STE 3218 CHICAGO IL 60611	P7415-00-000-0025-00 PLAZA DIEZ QUINCE (AMND) LOT 25 0 BUEN CAMINO (MILE 6 N)	L: 43204 B: 83053
CF KL ASSETS 2019-1 LLC 875 N MICHIGAN AVE STE 3218 CHICAGO IL 60611	P7415-00-000-0026-00 PLAZA DIEZ QUINCE (AMND) LOT 26 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 96699
COVARRUBIAS ALEXANDER & 1625 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0027-00 PLAZA DIEZ QUINCE (AMND) LOT 27 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 93293
MARTINEZ MARTITA 1629 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0028-00 PLAZA DIEZ QUINCE (AMND) LOT 28 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 103166
RODRIGUEZ JESUS JR & MAYRA 1633 BUEN CAMINO ST WESLACO TX 78596	P7415-00-000-0029-00 PLAZA DIEZ QUINCE (AMND) LOT 29 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 112042
GONZALEZ YESENIA & CARLOS 1701 BUEN CAMINO WESLACO TX 78596	P7415-00-000-0030-00 PLAZA DIEZ QUINCE (AMND) LOT 30 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 122522
TREVINO ULISSES JR 3283 TRADE WINDS AVE TUARE CA 93274	P7415-00-000-0031-00 PLAZA DIEZ QUINCE (AMND) LOT 31 0 BUEN CAMINO (MILE 6 N)	L: 41172 B: 83387
CHAPA HECTOR NOE JR & PO BOX 1725 WESLACO TX 78599	P7415-00-000-0032-00 PLAZA DIEZ QUINCE (AMND) LOT 32 0 BUEN CAMINO (MILE 6 N)	L: 41771 B: 97224
ROLANDO PENA JR & ALMA M VEGA 3422 LAS VISTAS LANE WESLACO TX 78596	M4820-00-002-0010-00 MIRA VISTA LOT 10 BLK 2 0	L: 44494 B: 0
ANNY SEGURA 1505 N. 25TH ST. APT. 805 HARLINGEN TX 78550	M4820-00-002-0011-00 MIRA VISTA LOT 11 BLK 2 0	L: 44494 B: 0
PALOMAR YESENIA BETZAIIRA 6906 LAGUNA DE PALMAS DR BROWNSVILLE TX 78526	M4820-00-002-0012-00 MIRA VISTA LOT 12 BLK 2	L: 54906 B: 32042

DEC 12, 2022

ESQUIVEL ELIAS JR & TIFFANY LYNN 3510 LAS VISTAS LANE WESLACO TX 78596	M4820-00-002-0013-00 MIRA VISTA LOT 13 BLK 2 0	L: 69606 B: 0
RODRIGUEZ JASSIEL 1423 FRENTE AL MAR DR WESLACO TX 78596	M4820-00-002-0014-00 MIRA VISTA LOT 14 BLK 2	L: 46046 B: 18220
HUNTER JOHN MARSHALL 1269 DAWN RIDGE AVE EL CAJON CA 92021	M4820-00-003-0008-00 MIRA VISTA LOT 8 BLK 3	L: 94613 B: 326053
ATKINSON SAMUEL & RACHEL 1409 ALTA VISTA DR WESLACO TX 78596	M4820-00-003-0009-00 MIRA VISTA LOT 9 BLK 3	L: 97452 B: 273585
DPH CONSTRUCTION LLC 2312 E 28TH ST MISSION TX 78574	M4820-00-003-0010-00 MIRA VISTA LOT 10 BLK 3	L: 122316 B: 324435

Rezone Request

R-1 to R-2

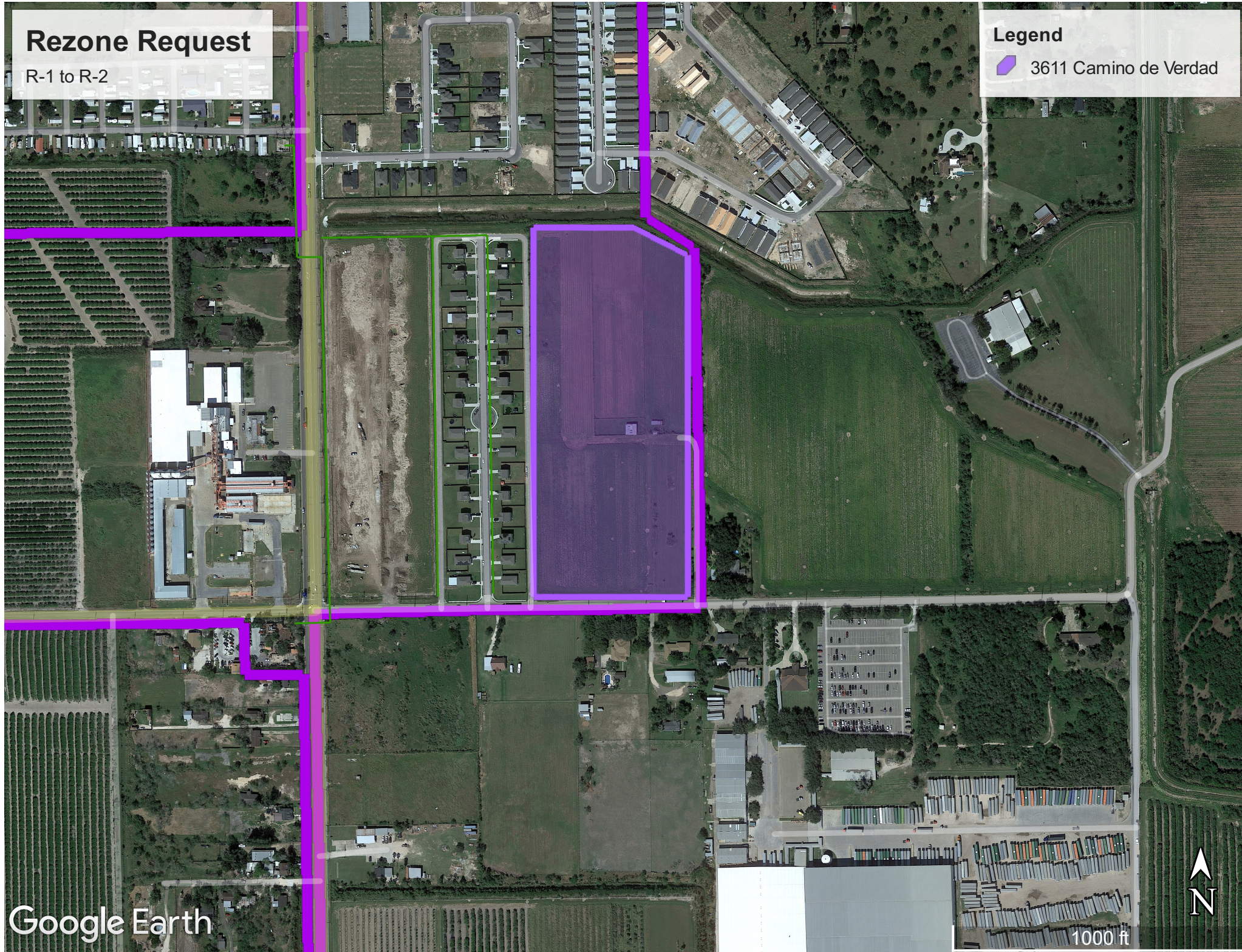
Legend

 3611 Camino de Verdad

Google Earth



1000 ft



ORDINANCE NO. 2023-04

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 3611 CAMINO DE VERDAD. ALSO BEING 17.83 ACRES, MORE OR LESS OF LAND OUT OF 16.76-ACRE TRACT OF LAND OUT OF FT1021 AND A 1.07-ACRE TRACT OF LAND OUT OF FT 1022, BLK 113, ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT. BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-family dwelling district to R-2 Duplex and Apartment District located at 3611 Camino De Verdad. Also being 17.83 acres, more or less of land out of 16.76-acre tract of land out of FT1021 and a 1.07-acre tract of land out of FT 1022, Blk 113, 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 January 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____ 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6203	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Jesus Fabian Davila for a Mixed Beverage Permit, Mixed Beverage Late Hours Permit, Beverage Cartage Permit at 303 S. Texas, also being the N ½ Lot of 23 & all of Lot 24, Block 26, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit, Beverage Cartage Permit. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on December 22, 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: City Commission previously approved a Conditional Use Permit for Oak Texas Bar & Grill LLC in May of 2022.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on December 19, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval with the condition that two licensed security guards are on duty from 10:00 PM to 2:00 AM at the regular meeting on January 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Planning and Zoning Commission and staff with the condition that two licensed security guards are on duty between the hours of 10:00 p.m. and 2:00 a.m.			
Staff Recommendation: Staff recommends approval of the conditional use permit.			
Attachments, if any: CUP- 303 S Texas- Memo, 303 s texas blvd -attachments, 303 S Texas-Aerial			

Responsibilities upon Approval:

Staff will advise the applicant.

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: CUP- 303 S Texas

DATE: January 10, 2023

The applicant is proposing to obtain a permit for Mixed Beverage Permit, Mixed Beverage Late Hours Permit, Food and Beverage certificate and Mixed Beverage Restaurant Permit with FB at the proposed location. This site was previously the approved by City Commission in May of 2022, but had not opened. By ordinance the applicant only has one year to start operations before the Conditional Use Permit automatically expires. Planning & Zoning recommended approval of the conditional use permit with the conditions that two licensed security guard are on duty between the hours of 10:00 p.m. and 2:00 a.m. and that life and safety requirements are met. Staff has not received any petitions for against this item from the surrounding property owners.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR CONDITIONAL USE PERMIT

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

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

FILE NO. USE-000359-2022

PROPOSED PROJECT

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

Lot 24 Block 26

Subdivision Name West original town site N1/2-LT 23 & ALL LT 24 Bk 26

Street Address 303 S. Texas Blvd.

Existing Zoning Commercial Existing Land Use Commercial

Purpose for the Conditional Use Permit Request TABC Permit, mixed beverage and Late hours

What, if anything, is planned to minimize the impact on the surrounding land uses: _____

305.00
\$300.00 non-refundable filing fee.
Detailed dimensioned site plan/map must be submitted with this request.
Survey and metes and bounds if the legal description is a portion of a lot.
City and school tax receipts attached.
I have received a copy of "CUP Application Instructions"

APPLICANT

Name Jesus Fabian Davila Phone 956-802-5087

Address P.O. Box 820 Fax: _____

City McAllen State TX Zip Code 78505 E-Mail: Fabian@DAKTBC.com

OWNER

Name Jesus Fabian Davila Phone 956-802-5087

Address P.O. Box 820 Fax: _____

City McAllen State TX Zip Code 78505 E-Mail: Fabian@DAKTBC.com

DEC 15, 2022

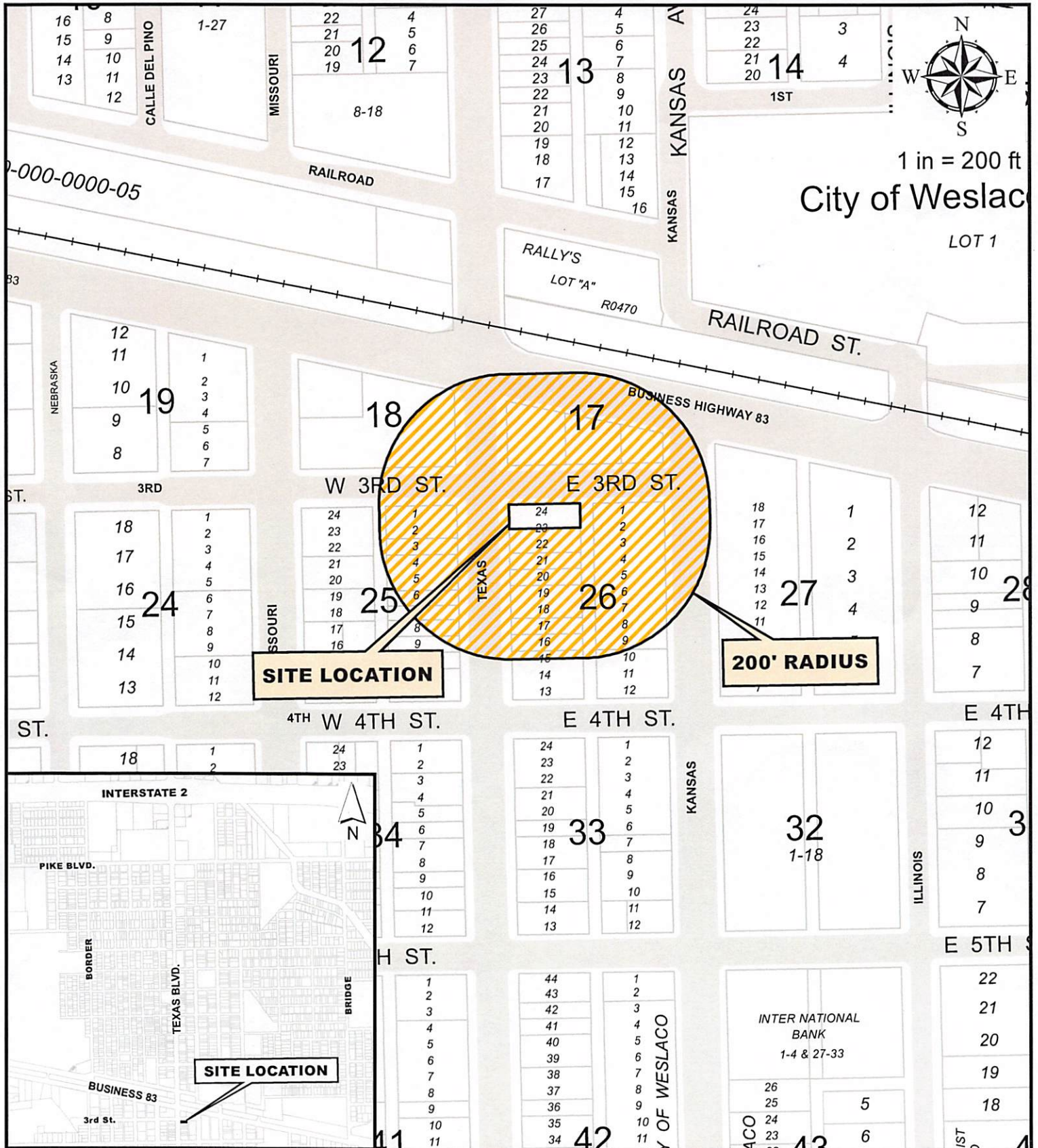
AGD LP PO BOX 8097 WESLACO TX 78599	W2300-00-026-0010-10 WESLACO ORIGINAL TOWNSITE LOTS 0 E 4TH ST	L: 40013 B: 0
AGD LP PO BOX 8097 WESLACO TX 78599	W2300-00-026-0013-00 WESLACO ORIGINAL TOWNSITE BLK 26 345 S TEXAS BLVD	L: 54450 B: 300623
PHOENIX DBD LLC 337 S TEXAS BLVD WESLACO TX 78596	W2300-00-026-0016-00 WESLACO ORIGINAL TOWNSITE BLK 26 337 S TEXAS BLVD	L: 19800 B: 86916
331 SOUTH TEXAS SERIES 415 S AIRPORT DR STE H WESLACO TX 78596	W2300-00-026-0017-00 WESLACO ORIGINAL TOWNSITE BLK 26 331 S TEXAS BLVD	L: 19800 B: 101516
CORTEZ JOE & MARIA E 321 S TEXAS WESLACO TX 78596	W2300-00-026-0018-00 WESLACO ORIGINAL TOWNSITE BLK 26 321 S TEXAS BLVD	L: 36300 B: 250329
CORTEZ JOE & MARIA E 321 S TEXAS WESLACO TX 78596	W2300-00-026-0020-00 WESLACO ORIGINAL TOWNSITE BLK 26 0 S TEXAS BLVD	L: 19800 B: 1174
CORTEZ JOE & MARIA E 321 S TEXAS WESLACO TX 78596	W2300-00-026-0021-00 WESLACO ORIGINAL TOWNSITE BLK 26 313 S TEXAS BLVD	L: 19800 B: 1174
LEMARROY LIDIA 309 S TEXAS BLVD WESLACO TX 78596	W2300-00-026-0022-00 WESLACO ORIGINAL TOWNSITE BLK 26 309 S TEXAS BLVD	L: 27225 B: 99844
OTBG REALTY LLC 2500 WHITEWING AVE MCALLEN TX 78501	W2300-00-026-0023-00 WESLACO ORIGINAL TOWNSITE N1/2-LT K 26 303 S TEXAS BLVD	L: 27225 B: 171962

DEC 15, 2022

LOPEZ HUMBERTO GARCIA 113 E THIRD ST WESLACO TX 78596	W2300-00-017-0000-01 WESLACO ORIGINAL TOWNSITE BLK 17 108 E 3RD ST	L: 63990 B: 405692
LOPEZ HUMBERTO GARCIA 113 E THIRD ST WESLACO TX 78596	W2300-00-017-0000-02 WESLACO ORIGINAL TOWNSITE BLK 17 104 E 3RD ST	L: 40716 B: 20353
LOPEZ EDGAR 113 E 3RD ST WESLACO TX 78596	W2300-00-017-0003-00 WESLACO ORIGINAL TOWNSITE BLK 17 113 E 3RD ST	L: 20564 B: 66802
SIESTA VILLAGE INC 260 SO TEXAS BLVD STE 400 WESLACO TX 78596	W2300-00-018-0000-00 WESLACO ORIGINAL TOWNSITE BLK 18 260 S TEXAS BLVD	L: 223578 B: 615745
GONZALEZ VICTOR DANIEL 420 N 11TH ST DONNA TX 78537	W2300-00-025-0001-00 WESLACO ORIGINAL TOWNSITE BLK 25 300 S TEXAS BLVD	L: 36300 B: 296951
ACSS PROPERTIES LLC 4009 EVERGLADE DR WESLACO TX 78599	W2300-00-025-0003-00 WESLACO ORIGINAL TOWNSITE BLK 25 306 S TEXAS BLVD	L: 19800 B: 99560
CJ3 PROPERTY INVESTMENTS LLC PO BOX 63 WESLACO TX 78599	W2300-00-025-0004-00 WESLACO ORIGINAL TOWNSITE BLK 25 6 308 S TEXAS BLVD	L: 39930 B: 260087
GONZALEZ VICTOR D 411 MI VIDA ST WESLACO TX 78596	W2300-00-025-0006-00 WESLACO ORIGINAL TOWNSITE S20' LOT T 7 BLK 25 326 S TEXAS BLVD	L: 17820 B: 81429
GUTIERREZ MARIE ISABELLE 600 S PEKING ST MCALLEN TX 78501	W2300-00-025-0007-00 WESLACO ORIGINAL TOWNSITE BLK 25 338 S TEXAS BLVD	L: 17820 B: 56962
PENA SANDRA OLIVEIRA 830 VOLZ LN MISSION TX 78572	W2300-00-025-0008-00 WESLACO ORIGINAL TOWNSITE BLK 25 332 S TEXAS BLVD	L: 19800 B: 66755
ADAMS EMILY LEE ATTN: SANDRA OLIVEIRA PENA 830 VOLZ LN MISSION TX 78572	W2300-00-025-0009-00 WESLACO ORIGINAL TOWNSITE BLK 25 336 S TEXAS BLVD	L: 19800 B: 22050
DITTBURNER LARRY 260 S TEXAS BLVD STE 400 WESLACO TX 78596	W2300-00-026-0001-10 WESLACO ORIGINAL TOWNSITE LOTS 1 & 3 107 E 3RD ST	L: 41250 B: 54844

CITY OF WESLACO

Engineering Department



Jesus Fabian Davila
303 South Texas Blvd.
WESLACO ORIGINAL TOWNSITE
N1/2-LT 23 & ALL LT 24 BK 26
LOT 13, BLOCK 142, F.T. W2304

Purpose for the Conditional Use Permit request

Existing zoning: B-3
Existing land use: Vacant Building
CUP request: Bar and Grill



2022 TAX STATEMENT



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

Certified Owner:

OTBG REALTY LLC
2500 WHITEWING AVE
MCALLEN, TX 78501

Legal Description:

WESLACO ORIGINAL TOWNSITE N1/2-LT 23 &
ALL LT 24 BK 26

Account No: **W2300-00-026-0023-00**Appr. Dist. No.: **321822**

Legal Acres: .0947

Parcel Address: **303 S TEXAS BLVD**

As of Date: 12/13/2022

Print Date: 12/13/2022

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$27,225	\$171,962	\$199,187	\$199,187	\$0	\$0	\$0	\$199,187
Taxing Unit		Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
			Code	Amount			
HIDALGO COUNTY		\$199,187		\$0.00	\$199,187	0.5750000	\$1,145.33
DRAINAGE DIST #1		\$199,187		\$0.00	\$199,187	0.1179000	\$234.84
CITY OF WESLACO		\$199,187		\$0.00	\$199,187	0.6967000	\$1,387.74
WESLACO ISD		\$199,187		\$0.00	\$199,187	0.9593000	\$1,910.80
SOUTH TEXAS ISD		\$199,187		\$0.00	\$199,187	0.0492000	\$98.00
SOUTH TEXAS COLLEGE		\$199,187		\$0.00	\$199,187	0.1615000	\$321.69

Total Tax: \$5,098.40

Total Tax Paid to date: \$0.00

Total Tax Remaining: \$5,098.40

Exemptions:**AMOUNT DUE IF PAID BY:**

01/03/2023 0%	01/31/2023 0%	02/28/2023 7%	03/31/2023 9%	05/01/2023 11%	05/31/2023 13%
\$5,098.40	\$5,098.40	\$5,455.29	\$5,557.26	\$5,659.23	\$5,761.19
06/30/2023 15%	07/31/2023 18 + up to 15%	08/31/2023 19 + up to 15%	10/02/2023 20 + up to 15%	10/31/2023 21 + up to 15%	11/30/2023 22 + up to 15%
\$5,863.16	\$6,918.52	\$6,977.15	\$7,035.79	\$7,094.44	\$7,153.06

School Information:

WESLACO ISD 2022 M&O .92330000 I&S .03600000 Total .95930000 2021 M&O .94070000 I&S .04000000 Total .98070000

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

4.1.74

**Print Date:** 12/13/2022

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

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



W2300-00-026-0023-00

OTBG REALTY LLC
2500 WHITEWING AVE
MCALLEN, TX 78501

AMOUNT PAID:

\$ _____

00003218220000509840



TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texans Helping Businesses & Protecting Communities

ON-PREMISE PREQUALIFICATION PACKET

L-ON (10/2020)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☒ Original ☐ Add Late Hours Only License/Permit Number

☐ Reinstatement ☐ Reinstatement and Change of Trade Name License/Permit Number

☐ Change of Location ☐ Change of Location and Trade Name License/Permit Number

2. Type of On-Premise License/Permit

- | | |
|--|---|
| ☐ BG Wine and Beer Retailer's Permit | ☒ LB Mixed Beverage Late Hours Permit |
| ☐ BE Beer Retail Dealer's On-Premise License | ☐ MI Minibar Permit |
| ☐ BL Retail Dealer's On-Premise Late Hours License | ☐ CB Caterer's Permit |
| ☐ BP Brewpub License | ☐ FB Food and Beverage Certificate |
| ☐ V Wine & Beer Retailer's Permit for Excursion Boats | ☒ PE Beverage Cartage Permit |
| ☒ MB Mixed Beverage Permit | ☐ RM Mixed Beverage Restaurant Permit with FB |
| ☐ O Private Carrier's Permit - Brewpubs (BP) with a BG only | ☐ E Local Cartage Permit - Wine/Beer retailers (BG) Only |

3. Indicate Primary Business at this Location

- | | | |
|--|--|--|
| ☒ Restaurant | ☐ Sporting Arena, Civic Center, Hotel | ☐ Bar |
| ☐ Grocery/Market | ☐ Sexually Oriented | ☐ Miscellaneous _____ |

4. Trade Name of Location (Name of restaurant, bar, store, etc.)

Oak Texas Bar & Grill - Weslaco

5. Location Address

303 S Texas Blvd

City
Weslaco

County
Hidalgo

State
TX Zip Code
78596

6. Mailing Address

PO Box 820

City
McAllen

State
TX Zip Code
78505

7. Business Phone No.

956-627-8243

Alternate Phone No.

956-292-1740

E-mail Address

juan@oaktbg.com

OWNER INFORMATION

8. Type of Owner

- | | | |
|--|---|---|
| ☐ Individual | ☐ Corporation | ☐ City/County/University |
| ☐ Partnership | ☒ Limited Liability Company | ☐ Other _____ |
| ☐ Limited Partnership | ☐ Joint Venture | |
| ☐ Limited Liability Partnership | ☐ Trust | |

9. Owner of Business/Applicant (Name of Corporation, LLC, etc.)

OTBG Weslaco, LLC

PRIMARY CONTACT PERSON

The primary contact person should be a person who can answer questions TABC may have about the application. The contact **phone and email are mandatory and must be active and updated regularly**. If additional information is needed, it will be requested from this contact person. **Delays in responding to requests may delay the processing and approval of your permit/license.**

10. Contact Person:

Juan Verdura

Relation to Business:

Member

Phone (mandatory):

956-627-8243

Email (mandatory):

juan@oaktbg.com

TABC DATESTAMP

11. Are you, the applicant, a veteran-owned business? ☒ Yes ☐ No			
12. Are you, the applicant, a Historically Underutilized Business (HUB)? ☐ Yes ☒ No			
13. As indicated on the chart, enter the individuals that pertain to your business type: (For additional space, use Form L-OIC)			
Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name Verdura	First Name Juan	MI I	Title Member
Last Name Davila	First Name Jesus	MI F	Title Member
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et seq.

14. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No	
NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.	
15. Will your business be located within 300 feet of any private/public school, day care or child care facility? ☐ Yes ☒ No	
If "YES," are the facilities located on different floors or stories of the building? ☐ Yes ☐ No	
NOTE: For private/public schools, day care centers and child care facilities, measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.	
NOTE: For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.	
NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.	
16. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No	
17. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No	

60-DAY SIGN

18. If required under Section 11.391 and 61.381, provide exact date the required sign was posted at the location.	Exact Date (MM/DD/YYYY)
---	-------------------------

ALL APPLICANTS

19. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE ☐	
I, the applicant, have confirmed I am not located in the city limits of any city, therefore, city certifications are not required.	

COMPLETE THE FOLLOWING CHECKLIST BEFORE SUBMITTING YOUR APPLICATION

Per Sec. 102.01, a tied house is defined as any overlapping ownership between those engaged in the alcoholic beverage industry at different levels of the three-tier system. No person having an interest in a permit issued by TABC may secure or hold, directly or indirectly, an ownership interest in a business on a different level.

All required forms have been completed. I have reviewed all forms to ensure they are complete. I have obtained all required local and state certifications (pages 3-5). All application packets have been notarized. Phone numbers and email address for contact person are up to date. All additional documentation as required by the application packets is attached. If required, out of state criminal history checks are attached (PHS #7). Certification of publication in local newspaper has been completed (page 5). A copy of the newspaper publication is attached (page 5).	<table style="width: 100%;"> <tr><td>☐ Yes ☐ No</td></tr> <tr><td>☐ Yes ☐ No</td></tr> <tr><td>☐ Yes ☐ No</td></tr> <tr><td>☐ Yes ☐ No</td></tr> <tr><td>☐ Yes ☐ No</td></tr> <tr><td>☐ Yes ☐ No</td></tr> <tr><td>☐ Yes ☐ No ☐ N/A</td></tr> <tr><td>☐ Yes ☐ No ☐ N/A</td></tr> <tr><td>☐ Yes ☐ No ☐ N/A</td></tr> </table>	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ N/A	☐ Yes ☐ No ☐ N/A
☐ Yes ☐ No										
☐ Yes ☐ No										
☐ Yes ☐ No										
☐ Yes ☐ No										
☐ Yes ☐ No										
☐ Yes ☐ No										
☐ Yes ☐ No ☐ N/A										
☐ Yes ☐ No ☐ N/A										
☐ Yes ☐ No ☐ N/A										

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:

Proprietorship
Partnership
Corporation
Limited Partnership
Limited Liability Partnership
Limited Liability Company

WHO MUST SIGN:

Individual Owner
Partner
Officer
General Partner
General Partner
Officer/Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who knowingly makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT
NAME

Juan I. Verdura

SIGN
HERE

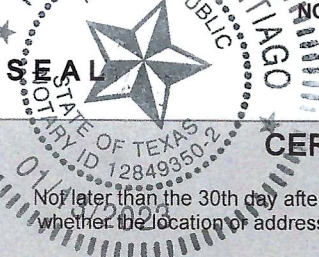
TITLE

Managing Member

Before me, the undersigned authority, on this 23RD day of NOVEMBER, 2022, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

Paul C. Santiago
NOTARY PUBLIC



CERTIFICATE OF CITY SECRETARY FOR MB, RM, BG & BE

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

- ☐ **MB** Mixed Beverage Permit
☐ **RM** Mixed Beverage Restaurant Permit with Food and Beverage Certificate
☐ **BG** Wine and Beer Retailer's Permit

- ☐ **BG/FB** Wine and Beer Retailer's Permit with Food and Beverage Certificate
(BG must also hold a Food and Beverage Certificate)

Election for given location was held for:

- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
OR
☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

- ☐ **BE** Beer Retail Dealer's On-Premise License

OR

- ☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN
HERE

City Secretary/Clerk

City

TEXAS

SEAL



TEXAS ALCOHOLIC
BEVERAGE COMMISSION
Texans Helping Businesses & Protecting Communities

CERTIFICATE OF CITY SECRETARY FOR: (MB, BG & BE)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

MB Mixed Beverage Permit

MB/FB (RM) Mixed Beverage Restaurant Permit with Food and Beverage Certificate
(MB must also hold a Food and Beverage Certificate)

BG/FB Wine and Beer Retailer's Permit with Food and Beverage Certificate
(BG must also hold a Food and Beverage Certificate)

BG Wine and Beer Retailer's Permit - **Election for given location was held for:**
legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

BE Beer Retail Dealer's On-Premise License

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

City Secretary/Clerk

_____, TEXAS
City

SEAL



TEXAS ALCOHOLIC
BEVERAGE COMMISSION
Texas Helping Businesses & Protecting Communities

Certificate of City Secretary For Late Hours Certificate

Chapters 29 & 70 et seq

I hereby certify on this _____ day of _____, _____, that one of the below is correct:

The governing body of this city has by order authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or

The governing body of this city has by order authorized the sale of **beer** between midnight and _____ A.M.; or

The population of the city or county where premises are located was 500,00 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census of March 12, 2001; or

The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

City Secretary/Clerk

, CITY

SEAL

Conditional Use Permit

Mixed Beverage, Mixed Beverage Late Hours, Food Beverage & Mixed Beverage Resturant permit W/FB

Legend

 303 S Texas Blvd



Google Earth

© 2021 INEGI
© 2021 Google



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6204	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Final Plat for Lucy Laffite Subdivision being a 10.415 acres out of Farm Tracts 56, West Tract Subdivision and Lots 8 through 20, Davenport Subdivision No.3, Weslaco, Hidalgo County, Texas Located on the Northwest corner of Airport Drive & Business 83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed two (2) lot subdivision is located inside the City of Weslaco. This subdivision is being serviced with water by City of Weslaco through an 8" waterline and sanitary sewer by City Of Weslaco through a 12" sewer line. The property is within a Flood Zone "C".			
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 the regular meeting on January 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Planning and Zoning Commission and staff.			
Staff Recommendation: Staff recommends approval of Final Plat.			
Attachments, if any: Lucy Laffite- Memo (1), Lucy Laffite- Application, Drainage Report & Trip Test, Lucy Laffite- Aerial, Lucy Laffite subdivision- Plat			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Lucy Laffite- Final Plat

DATE: January 11, 2023

The proposed use for the two (2) lot subdivision, one lot will be industrial factory that creates a cementitious based product, the second lot will be sold and has not intended use at this time. Utility services are already existing in this area. The developer has proposed an additional 10 feet of right-of-way dedication along Airport Drive. The developer is requesting to abandoned of S. Nebraska Ave that was never fully developed which is currently within the properties fence line. The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM



SUBDIVISION PLATTING APPLICATION

MP1AT-000360-2022

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. _____

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: Lucy Laffite Subdivision

Location: S. Airport Drive and Utah Avenue on the north side of U.S. Business 83

Legal Description: 10.415 acres out of Farm Tract 56, West Tract Subdivision and Lots 8 through 20, Davenport Subdivision No.3, Hidalgo County, Texas

Is subdivision inside city limits? ☒ YES ☐ NO

If subdivision is in the ETJ, indicate? ☐ 3.5 Mile ☐ 5 Mile

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: industrial

Existing Land Use: industrial Proposed Land Use: industrial

Number of Lots Proposed: 2 Gross Acreage: 10.415

Title Report Submitted: ☐ YES ☐ NO

OWNER INFORMATION

Owner's Name: Magx Holdings, LLC Telephone: _____

Address: 2505 Sweeny Lane Fax: _____

City: Austin State: Texas Zip: 78723 E-mail: _____

ENGINEER INFORMATION

Name: Rey Robles Jr. Telephone: 956-968-2422

Address: 108 W Huisache Street Fax: 956-969-2011

City: Weslaco State: Texas Zip: 78596 E-mail: reyr@rroblesengineering.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☐ YES ☐ NO Water Provision: City of Weslaco

☐ YES ☐ NO Wastewater Provision: City of Weslaco

☒ YES ☐ NO Electric Company: AEP

☒ YES ☐ NO Phone Utility _____

☒ YES ☐ NO Gas Utility _____

☐ YES ☐ NO Cable Utility _____

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District #1 _____

☒ YES ☐ NO Irrigation District HCCID#9 _____

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

_____ **\$350.00 Planning Review fee**

_____ **One 11" X 17" reduced copy of plat**

_____ **Plat Layout**

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

_____ Contours

_____ Flood Zones

_____ Adjoiners

_____ Existing street names

_____ **Drainage plans and calculations with engineer's seal**

_____ Elevations

_____ Flood directional arrows

_____ Detention areas

_____ Street names

_____ **Proof of ownership of the property**

_____ **If septic tank system required, submit soil evaluation report**

_____ **Water Rights associated with the property**

_____ **Tax Receipt for all taxing entities showing that taxes are paid in full**

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

_____ **Twelve (12) sets of preliminary plat folded and stapled (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov**

_____ **\$350.00 (one time fee for preliminary and final plat)**

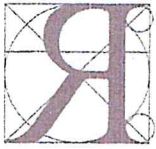
_____ **One 11" X 17" reduced copy of plat**

_____ **Plat Layout**

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements



ROBLES
ENGINEERING, LLC

FIRM NO. F-17391

Office: (956) 968-2422

Fax: (956) 969-2011

PO Box 476

Weslaco, TX 78599

DRAINAGE STATEMENT

FOR

LUCY LAFFITE SUBDIVISION

CITY OF WESLACO
HIDALGO COUNTY, TEXAS

AUGUST 29, 2022

Prepared By:



Reynaldo Robles, Jr., P.E.

Index

Page 1 – Cover Sheet

Page 2 – Index

Page 3 – Drainage Statement (Flood Zone Designation,
Existing Soils, Existing Conditions, Future Conditions)

Page 4 – Location Map

Page 5- USGS Map

Page 6 – Drainage Calculations

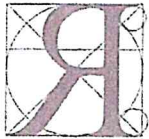
Page 7-8 – Coefficient Reference Table

Pages 9-10 – FEMA FIRM Map

Pages 11-13 – USDA Soil Map and Legend

Page 14-15 – USDA Soil Report: Engineering Properties

Pages 16-17 – Subdivision Plat Sheets and Profile Sheet



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DRAINAGE STATEMENT

For

LUCY LAFFITE SUBDIVISION

CITY OF WESLACO,

HIDALGO COUNTY, TEXAS

Lucy Laffite Subdivision is located on the east side of S. Utah Avenue and the west side of Airport Drive just north of Business Highway 83 in the City of Weslaco, Hidalgo County, Texas and is described as follows: 10.415 acres of land being Lots 8 through 20, C Davenport Subdivision No.3, Hidalgo County, Texas as per map recorded in Volume 11 Page 48, Hidalgo County Map Records, and out of Farm Tract 56, West and Adams Tract Subdivision, Hidalgo County, Texas, as per map recorded in Volume 3, Pages 34-37, Hidalgo County Map Records.

Flood Zone Designation:

By graphical plotting this property falls in Flood Zone "C", which is described as areas of minimal flooding, as per F.E.M.A. flood insurance rate map with community panel No. 480349 0005 B, with effective date of March 4, 1980.

Existing Soils:

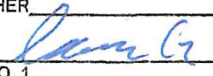
Per the USDA Soil Survey of Hidalgo County, the soils in this area consist predominantly of Hidalgo-urban land complex (31), and urban land (68). Hidalgo-urban land complex is listed in hydrologic soil group B, which consist of well drained soils with a moderate infiltration rate. Urban land is listed in hydrologic soil group D, which consist of soil with a slow infiltration rate.

Pre-development Conditions:

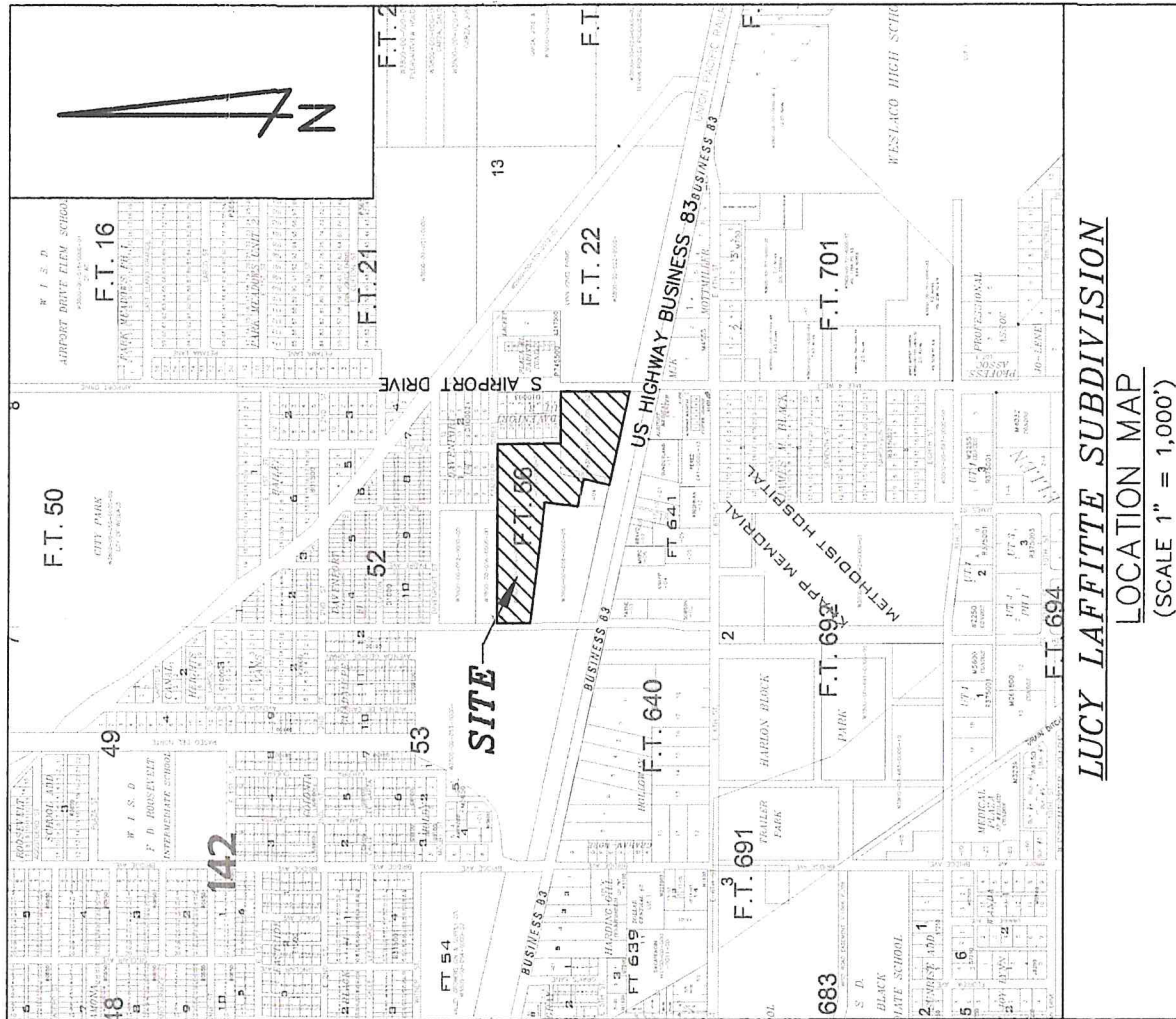
The land comprising this subdivision consists of an existing concrete foundation from an old produce packing plant structure with old concrete and asphalt pavement and open land. Review of the topographic information of the site reveals the site is fairly level with a slope towards the east. Pre-development calculations for a 10-year frequency storm reveal an estimated pre-development runoff of 14.27 CFS.

Future Conditions:

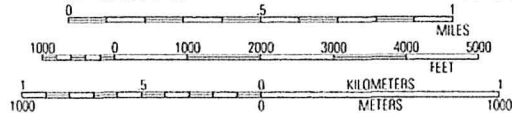
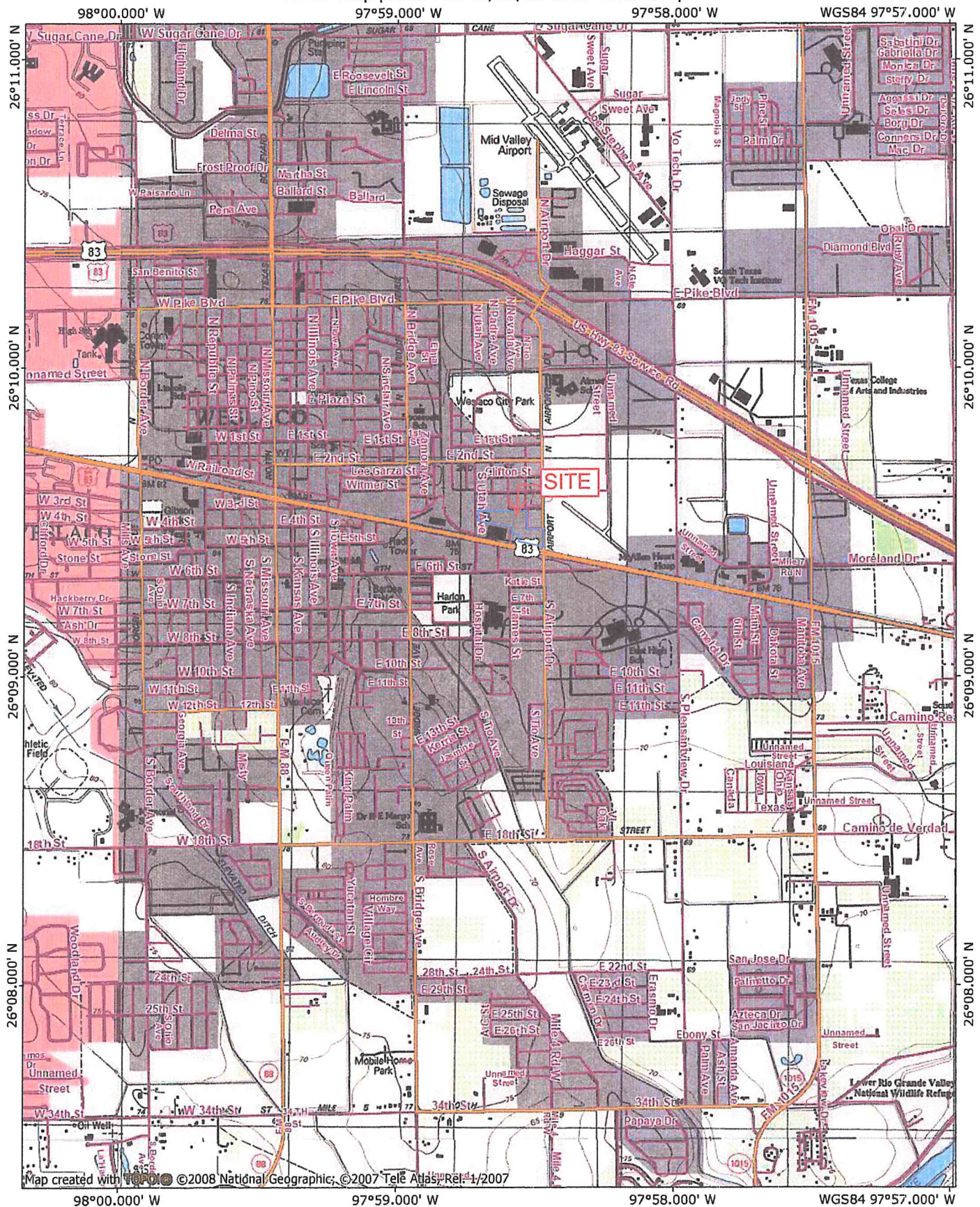
Expected future use for this subdivision will be for industrial use. The development will consist of two lots for industrial use. Drainage calculations for the maximum additional runoff using a pre-development 10-year frequency storm versus a post-development 50-year frequency storm using the modified rational formula reveal an increase Q of 12.15 CFS, a total maximum volume of additional run-off of 98,762 cubic feet (2.267 acre-ft), and a future peak Q of 26.42 CFS. The additional runoff will be detained onsite within detention areas and will outfall into existing City of Weslaco storm sewer systems located on S Airport Drive, S. Utah Drive and S. Tio Street. Drainage plans and drainage calculations shall be reviewed and approved during the building permit stage by the City of Weslaco.

☐ REJECTED	
☐ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☐ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☒ CITY FACILITY	
☐ OTHER	
	9-28-22
H.C.D.D. NO. 1	DATE

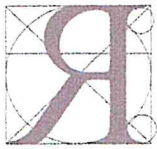




LUCY LAFFITTE SUBDIVISION
LOCATION MAP
(SCALE 1" = 1,000')



TN
MN
3 1/2°
08/28/22



ROBLES ENGINEERING, LLC

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PO Box 476

Weslaco, TX 78599

revised Detention Volume

Lucy Laffite Subdivision

Using Modified Rational Method:

Maximum Additional Runoff Volume for 10-Year Undeveloped VS 50-Year Developed to determine required detention Volume.

For the existing Subdivision site:

Area = 10.415 ac.
Runoff Length = 755 ft
Slope = 1 %
Cex = 0.2
 $V = K_u k S_p^{0.5} = 1.00 \text{ ft/s}$
 $t_c = L / 60V = 12.58 \text{ min.}$
 $I = b / (t_c + d)^e = 6.85 \text{ in./hr.}$

Where $Q = CIA = 14.27 \text{ cfs}$

10-Yr	b= Intensity-Frequency	116.24
	d= Duration Coefficients for	14.33
	e= Hidalgo County, TX	0.8599

For the future developed subdivision (50yr):

Area (SF)	Area %	C	Weighted C
COMMERCIAL 453677.4	100	0.83	0.83

weighted runoff coefficient: 0.83

Area = 10.415 ac.
Runoff Length = 755 ft
Slope = 1 %
Cfut = 0.83
 $V = K_u k S_p^{0.5} = 1.00 \text{ ft/s}$
 $t_c = L / 60V = 12.58 \text{ min.}$
 $I = b / (t_c + d)^e = 9.31 \text{ in./hr.}$

Where $Q = CIA = 80.46 \text{ cfs}$

50-Yr	b= Intensity-Frequency	170.66
	d= Duration Coefficients for	16.71
	e= Hidalgo County, TX	0.8513

Duration (min.)	Intensity (in/hr)	Q_{in} (cfs)	Vol_{in} (ft ³)	Q_{out} (cfs)	Vol_{out} (ft ³)	Storage (ft ³)
10	10.08	87.11	52,267	14.27	9,667	42,600
20	7.66	66.24	79,488	14.27	13,949	65,539
30	6.23	53.83	96,890	14.27	18,230	78,660
40	5.27	45.55	109,308	14.27	22,512	86,796
50	4.58	39.60	118,800	14.27	26,794	92,006
60	4.06	35.11	126,400	14.27	31,075	95,325
70	3.65	31.59	132,696	14.27	35,357	97,340
80	3.33	28.76	138,046	14.27	39,638	98,408
90	3.06	26.42	142,682	14.27	43,920	98,762
100	2.83	24.46	146,764	14.27	48,202	98,563
110	2.64	22.79	150,405	14.27	52,483	97,922
120	2.47	21.35	153,687	14.27	56,765	96,922
130	2.32	20.09	156,672	14.27	61,046	95,626
140	2.20	18.98	159,409	14.27	65,328	94,080

Total Required Detention Volume: 98,762 cfs =
2,267 ac-ft



Rainfall Intensity-Duration-Frequency Coefficients for Texas

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

1. Select English or SI Units

English

2. Select or Enter a County

Hidalgo

3. Enter a Time of Conc.

Select Units

15 min

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

intensity
(in./hr) 4.07 5.47 6.36 7.54 8.69 9.88

Table 3-1. Runoff Coefficients for Rational Formula.⁽¹⁴⁾	
Type of Drainage Area	Runoff Coefficient, C*
Business:	
Downtown areas	0.70 - 0.95
Neighborhood areas	0.50 - 0.70
Residential:	
Single-family areas	0.30 - 0.50
Multi-units, detached	0.40 - 0.60
Multi-units, attached	0.60 - 0.75
Suburban	0.25 - 0.40
Apartment dwelling areas	0.50 - 0.70
Industrial:	
Light areas	0.50 - 0.80
Heavy areas	0.60 - 0.90
Parks, cemeteries	0.10 - 0.25
Playgrounds	0.20 - 0.40
Railroad yard areas	0.20 - 0.40
Unimproved areas	0.10 - 0.30
Lawns:	
Sandy soil, flat, 2%	0.05 - 0.10
Sandy soil, average, 2 - 7%	0.10 - 0.15
Sandy soil, steep, 7%	0.15 - 0.20
Heavy soil, flat, 2%	0.13 - 0.17
Heavy soil, average, 2 - 7%	0.18 - 0.22
Heavy soil, steep, 7%	0.25 - 0.35
Streets:	
Asphaltic	0.70 - 0.95
Concrete	0.80 - 0.95
Brick	0.70 - 0.85
Drives and walks	0.75 - 0.85
Roofs	0.75 - 0.95
*Higher values are usually appropriate for steeply sloped areas and longer return periods because infiltration and other losses have a proportionally smaller effect on runoff in these cases.	

Elevation Reference Mark RM7 x
River Mile • M1.5

** Referenced to the National Geodetic Vertical Datum of 1929

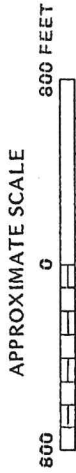
*EXPLANATION OF ZONE DESIGNATIONS

ZONE	EXPLANATION
A	Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
A0	Areas of 100-year, shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.
AH	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.
A1-A30	Areas of 100-year flood; base flood elevations and flood hazard factors determined.
A99	Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.
B	Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)
C	Areas of minimal flooding. (No shading)
D	Areas of undetermined, but possible, flood hazards.
V	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.
V1-V30	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.

NOTES TO USER

Certain areas not in the special flood hazard areas (zones A and V) may be protected by flood control structures.

This map is for flood insurance purposes only; it does not necessarily show all areas subject to flooding in the community or all planimetric features outside special flood hazard areas.



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
WESLACO, TEXAS
HIDALGO COUNTY

ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER
480349 0005 B

EFFECTIVE DATE:
MARCH 4, 1980



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

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

Soil Map—Hidalgo County, Texas



MAP LEGEND

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

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Hidalgo County, Texas

Survey Area Data: Version 20, Sep 13, 2021

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

Date(s) aerial images were photographed: Dec 21, 2021—Mar 2, 2022

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
31	Hidalgo-Urban land complex, 0 to 1 percent slopes	0.2	1.7%
68	Urban land	10.2	98.3%
Totals for Area of Interest		10.4	100.0%

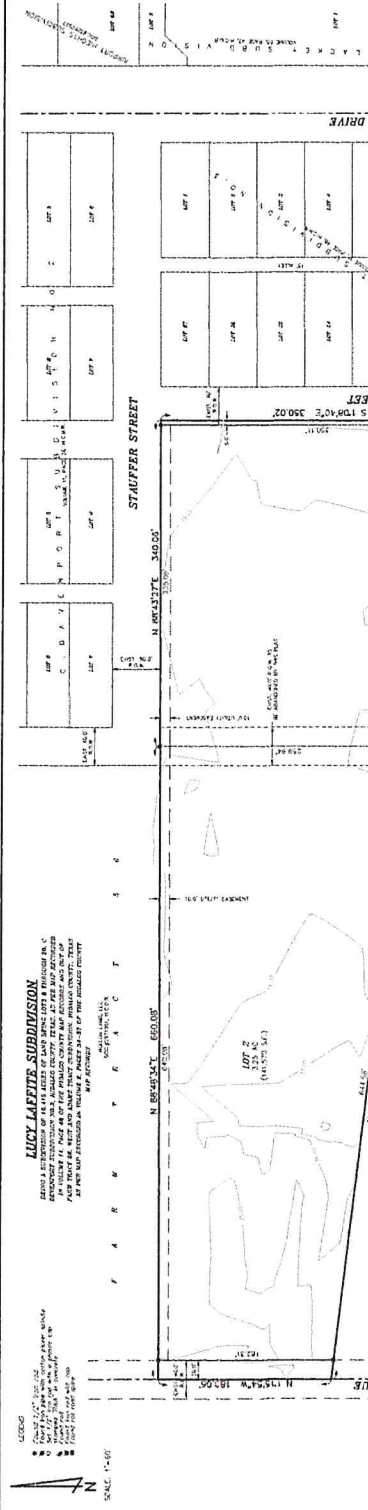
Report—Engineering Properties

Absence of an entry indicates that the data were not estimated. The asterisk '*' denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007(<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Engineering Properties—Hidalgo County, Texas														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			In				L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H
31—Hidalgo-Urban land complex, 0 to 1 percent slopes														
Hidalgo	65 B		0-17	Sandy clay loam	CL, SC	A-6	0-0-0	0-0-0	100-100-100	95-98-100	86-96-100	44-54-63	25-30-39	11-15-18
			17-28	Sandy clay loam, clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	100-100-100	94-98-100	85-96-100	50-60-75	30-35-44	11-17-22
			28-38	Clay loam, sandy clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	95-97-100	91-94-100	81-93-100	54-68-81	30-38-44	11-17-22
			38-80	Clay loam, sandy clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	96-97-100	91-95-100	82-94-100	57-72-84	30-38-44	11-17-22
68—Urban land														
Urban land	85 D		0-40	Variable	—	—	—	—	—	—	—	—	—	—

Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 20, Sep 13, 2021



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 OF THE MAP RECORDS OF TARRANT COUNTY, TEXAS
 BY _____ EXAMINER _____

RA ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
200 N. 1st St., Suite 200
St. Paul, MN 55101
Tel: 612-224-1100
Fax: 612-224-1101
www.raassoc.com

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2022-2023
 S-O
 2022-2023

[illegible]

ETTES AND BENNETT, POLYMERIZATION

Being a 10,415-acre tract of land and being currently under contract, as per map recorded to volume 10, page 10, of the records of the county of Adams, and out of farm tract 56 of the third and Adams.

records of Madison County, Texas, and paid \$2,415 to the county as a grant on the west line of road for 1905 were tract depicted on Tract 1 in Document # 219822. The correct of 1905 tract depicts acreage.

reference by 88°45'34" L, with the south line of section spade found by reference in the east right corner of the centerline of road 7, 200 feet to a nail found in the centerline of line street for the southeast corner of road 7, 200 feet to

INDIAN, N 48°43'30" E, with the shaft, right-of-way, 12-in. iron rod used for reference on the west side of the shaft, 140.06 feet to a point for the most northerly center of the shaft.

THENCE, S 01°04'40" E, 350.02 feet with a line post

reference comes at hand from herein described, and has
height, is 895746' C, with the height one of six
round for reference on the west light-always see the

DETECT. S 017-22°
on front 26 for 114
DETECT. N 78-04° W with the south line of road

located eight-32-way, passing at a distance of 50 feet from the edge of the runway. The runway is a 10,000-ft long, 150-ft wide, asphalt-paved runway. The runway is located on the edge of the airport. The runway is located on the edge of the airport. The runway is located on the edge of the airport.

360000, 14 75°49'02" W, 152.55 feet with the north-
west corner of road Nippono Avenue for the north-
west corner.

not designed to Document Page 101 of the Website
number of good + 501 over lost and for an inside co
beVCE, N 847101 W. pressing of distance of 21

1 acre more with cotton sprayer, being on the east side of road, and a railroad spike set in solid South Utah American well sight—31-537 lot of gold Nevada Nevada

1992

FLOOD ZONE STATEMENT FLOOD ZONE REVENUE

1. DEFENSE PROGRAM SPINALLS BE AS PER
DEALER.

1. NEIGHBOR FINISHED FLOOR ELEVATION SHALL BE 10'-0" ABOVE GRADE. OPERATOR. (REV. 1.7.0)

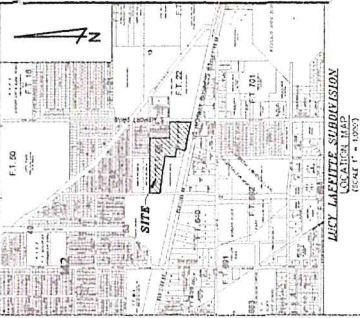
[illegible][illegible]

1. BUILDING PERMIT SHALL ACQUIRED FROM THE CITY

NO PERMANENT STRUCTURES ARE PERMITTED OVER THE ENTIRE LIFE FOR THIS SUBDIVISION IS ADJUSTED

IN THE EVENT OF EACH LOT SHALL BE PLACED IN A CONTAINER AND THE DATE OF IT IS DETERMINED BY THE DATE OF THE SALE OF THE LOT.

WAGGONERS Guild and SMOULERS Guild



LUCY JAFFETTE SUBDIVISION

NOTICE: THIS MAP IS A PRELIMINARY MAP FOR THE PURPOSE OF RECORDING THE SUBDIVISION. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE FINAL MAP WILL BE THE ONE RECORDED IN THE PUBLIC RECORDS. THE FINAL MAP WILL BE THE ONE RECORDED IN THE PUBLIC RECORDS.

EXISTING CONDITION

US BUSINESS HIGHWAY 89

S AIRPORT DRIVE

S TIO STREET

S NEVADA AVENUE

S UTAH AVENUE

STAUFFER STREET

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

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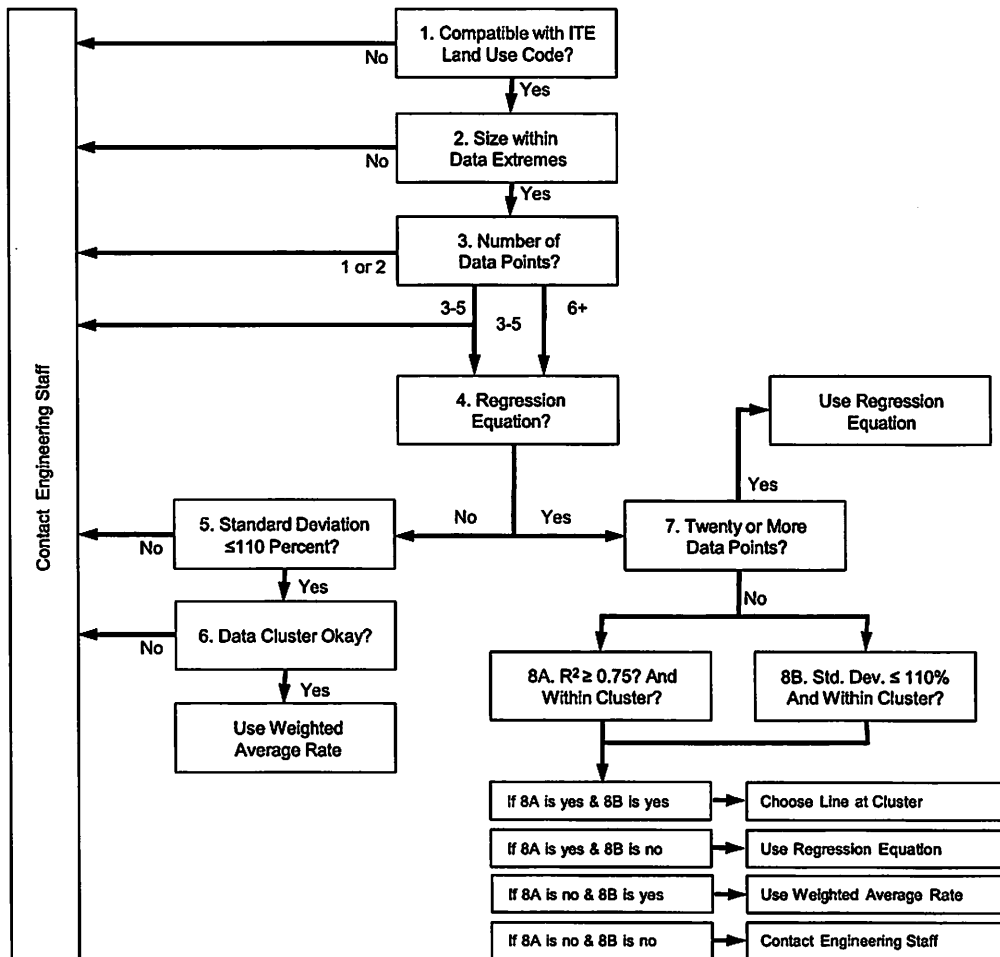
LOT 281

LOT 282

LOT 283

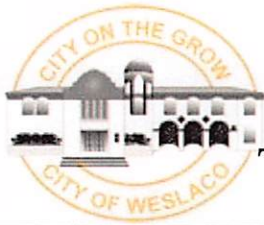
LOT 284

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)



**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: Lucy Laffite Subdivision
Location: between S. Airport Drive and Utah Avenue on the north side of U.S. Business 83
Applicant: Rey Robles Jr., PE ☐ Owner ☒ Agent
Address: 107 W Huisache St Phone Number: 956-968-2422

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			
	Manufacturing			25 employees	47.6	34.21	95.1

Comments: 25 employees based on discussion with owner representative for expected use

Prepared by: Rey Robles Jr., PE Date:

Address: 107 W Huisache St Phone Number: 956-968-2422

(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:

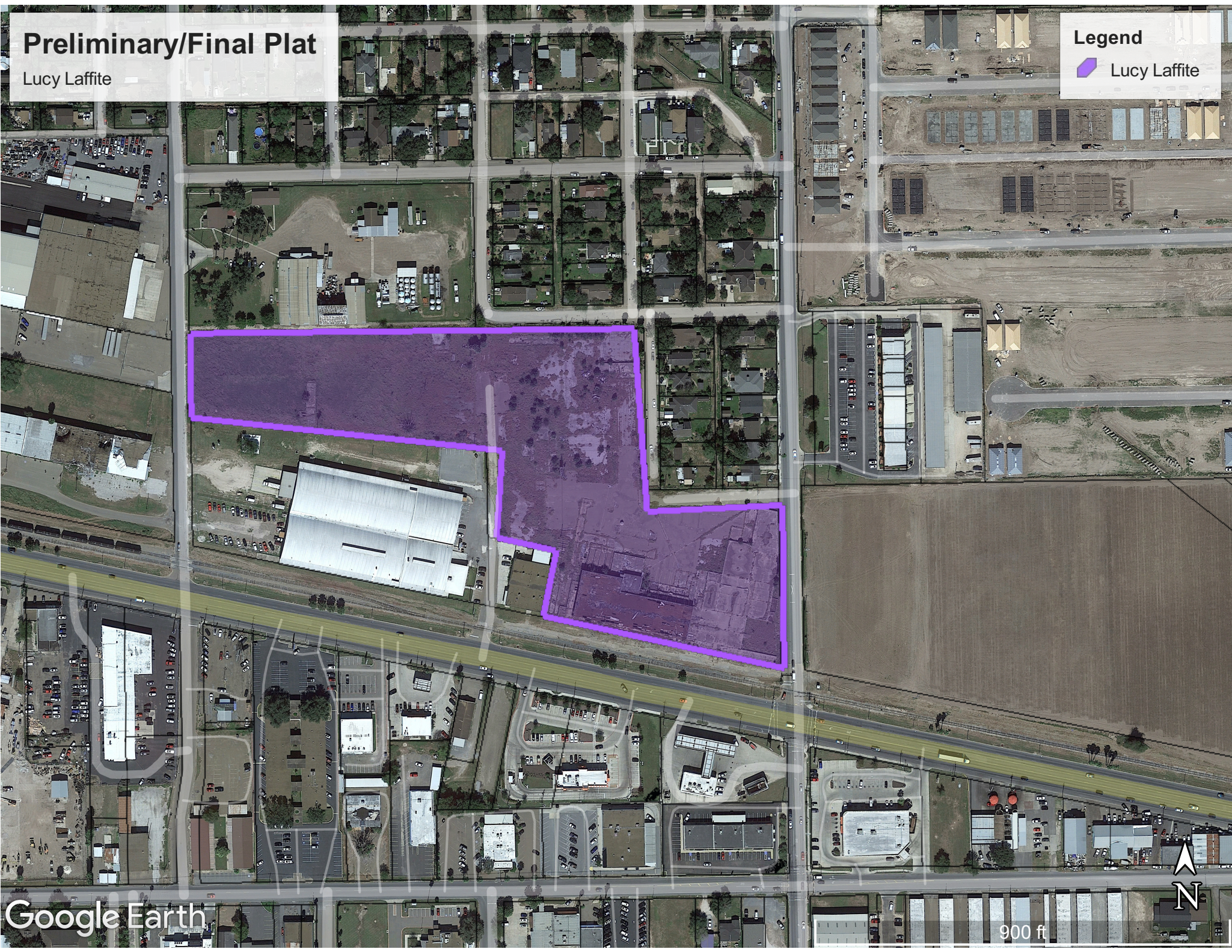
Reviewed by: Albert J. Aldana, P.E. Date: 11-28-22 STID#: _____

Preliminary/Final Plat

Lucy Laffite

Legend

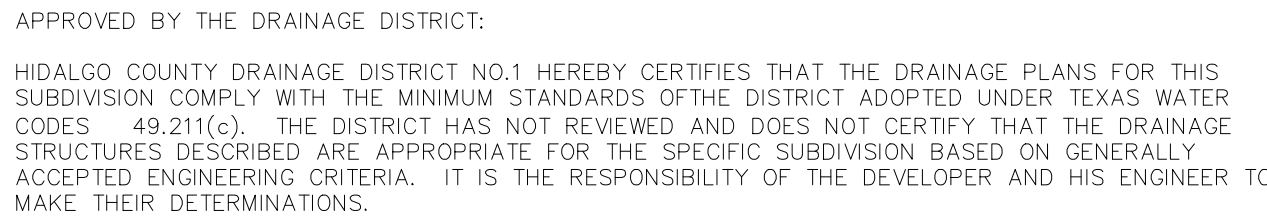
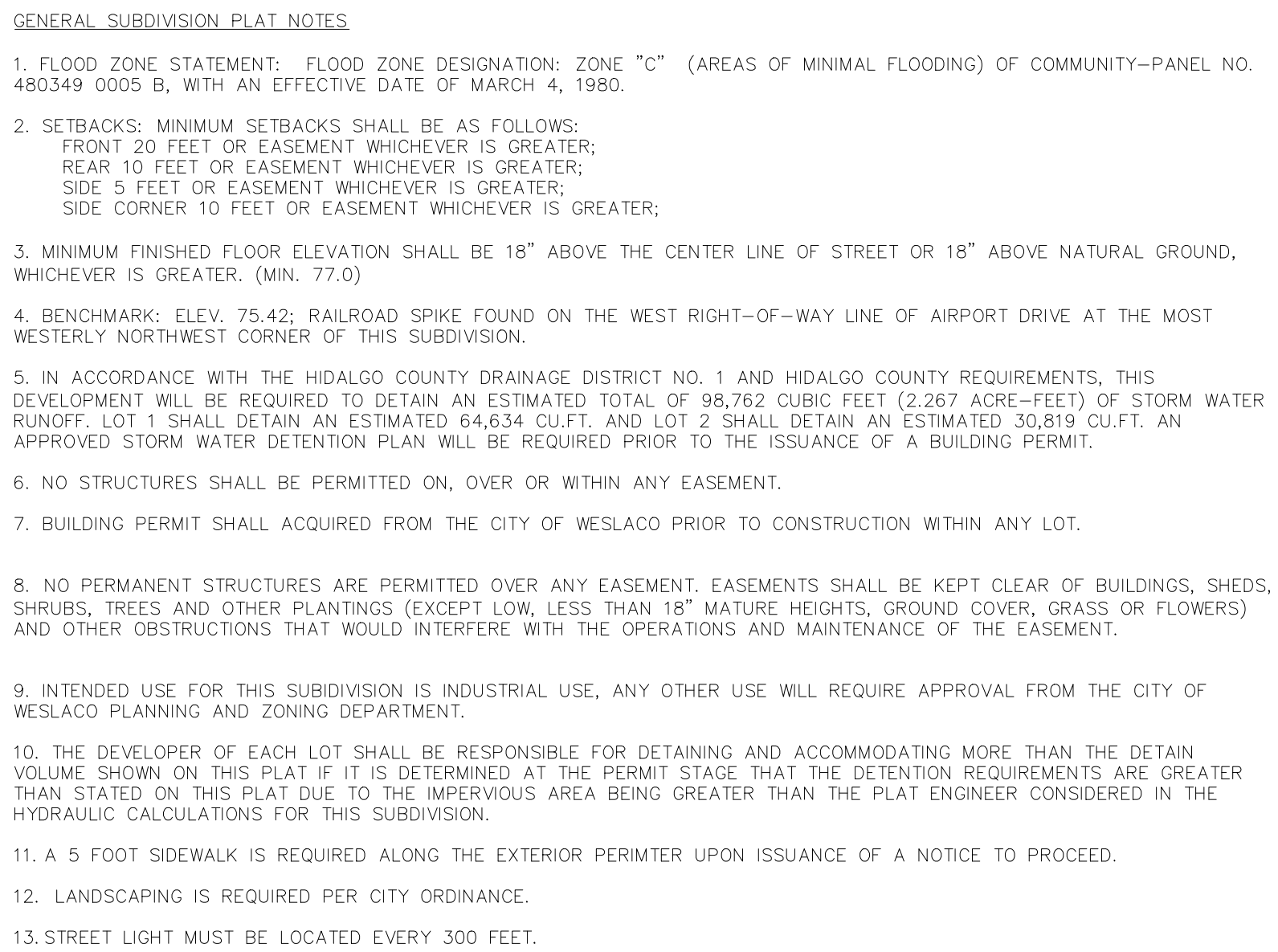
Lucy Laffite



Google Earth

900 ft





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

I, THE UNDERSIGNED, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

DATE _____

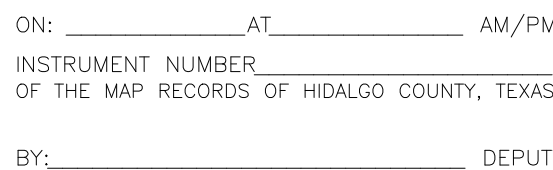
I, THE UNDERSIGNED, REYNALDO ROBLES, JR., A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATE _____

This plot is approved by Hidalgo and Cameron Counties Irrigation District No.9

Dated this _____ day of _____ 20____

- General Manager
Hidalgo & Cameron Counties Irrigation District No. 9



DRAWN BY: JR
DATE: 2-27-20
JOB NO. 140-2
REVIEWED BY: JR



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6205	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Final Plat for The Groves Subdivision being a 13.90 acres out of Acre Tract out of lot 236, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 1300 North of the intersection of Mile 11 N Road and Westgate Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed sixteen (16) lot subdivision is located outside the City of Weslaco. This subdivision is being serviced with water by North Alamo Water Supply Company through a 10" waterline and sewer by OSSF. The property is within a Flood Zone "X". Applicant is requesting a variance for offsite drainage and OSSF.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat at the regular meeting on January 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Planning and Zoning Commission and staff.			
Staff Recommendation: Staff recommends approval of Final Plat			
Attachments, if any: The Grove- Memo, The Groves- Application, Drainage Report, Letters of Support, Trip Test, The Groves- Aerial, Groves.Subd.Plans			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: The Grove - Final Plat

DATE: January 10, 2023

The proposed use for the 17-lot subdivision for single family residential dwelling. The developer has requested two variances at this time. The subdivision will be provided with water by NAWSC and sanitary sewer through OSSF. The nearest sanitary sewer line is approximately 1.25 miles south of the proposed development at the intersection of Mile 11 N and N Westgate Dr. The Developer has requested a variance to allow for off-site drainage and has obtained their letters of support. The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM



SUBDIVISION PLATTING APPLICATION

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

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

Plat 000362-2022
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: GROVES SUBD.

Location: 1/4 M-L-E

Legal Description: 13.90 AC. O/D F.T. 236, WEST AND ADAMS TRACT SUBD., W.C.T.

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: 1/A

Existing Land Use: OPEN Proposed Land Use: RESIDENTIAL

Number of Lots Proposed: 16 Gross Acreage: 13.90

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: ROBERT & LUCIA VALLADARES Telephone: 532-7168

Address: P.O. Box 332 Fax: _____

City: Weslaco State: TX Zip: 78596 E-mail: Lucyqc@Live.com

ENGINEER INFORMATION

Name: David Oscar Salinas Telephone: 682-9081

Address: 2221 DAFFODIL AVE. Fax: _____

City: MENARD State: TX Zip: 78501 E-mail: dsalinas@salinasengineering.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: NWWS
☐ YES ☒ NO Wastewater Provision: SEPTIC TANK
☒ YES ☐ NO Electric Company: WINDY VALLEY

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

Proposed subdivision is in the following districts:

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

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

- _____ **Two (2)** sets of plats **folded and stapled** (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov
- _____ **\$355.00** Planning Review fee
- _____ One 11" X 17" reduced copy of plat
- _____ Plat Layout
 - _____ Existing & Proposed Easements
 - _____ Existing & Proposed ROW
 - _____ Existing & Proposed Drainage Easements
 - _____ Contours
 - _____ Flood Zones
 - _____ Adjoiners
 - _____ Existing street names
- _____ Drainage plans and calculations with engineer's seal
 - _____ Elevations
 - _____ Flood directional arrows
 - _____ Detention areas
 - _____ Street names
- _____ Proof of ownership of the property
- _____ If septic tank system required, submit soil evaluation report
- _____ Water Rights associated with the property
- _____ Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

- ☒ **Twelve (12)** sets of preliminary plat **folded and stapled** (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov
- ☒ **\$350.00** (one time fee for preliminary and final plat)
- ☒ One 11" X 17" reduced copy of plat
- ☒ Plat Layout
 - _____ Existing & Proposed Easements
 - _____ Existing & Proposed ROW
 - _____ Existing & Proposed Drainage Easements

- _____ Contours
- _____ Flood Zones
- _____ Adjoiners
- _____ Existing & Proposed street names
- ☒ Utility Layout
 - _____ Existing & Proposed Utilities
 - _____ Proposed Fire Hydrants
 - _____ Adjoiners
 - _____ Street names
- ☒ Drainage plans and calculations with engineer's seal
 - _____ Elevations
 - _____ Flood directional arrows
 - _____ Detention areas
 - _____ Street names
- ☒ Proof of ownership of the property
- ☒ If septic tank system required, submit soil evaluation report
- ☒ Water Rights associated with the property
- ☒ Tax Receipt for all taxing entities showing that taxes are paid in full
- ☒ Number of fire hydrants proposed for subdivision
- ☒ Trip Generation Worksheet

SUBMITTALS REQUIRED FOR FINAL (P & Z) **Will not apply to Single Lot Variance**

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- _____ One set of 8 ½ x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

- _____ Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
- _____ Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
- _____ Notice of Intent
- _____ SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

- _____ Electronic file of final plat and as-builds
- _____ Reproducible plat to be recorded with all required signatures
- _____ 3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
- _____ 2% inspection fee
- _____ Park Fees
- _____ Checks or Receipts: HCCID #9; HCDD #1; County Clerk
- _____ Tax certificates
- _____ Memo from engineering inspector releasing subdivision
- _____ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
- _____ 30 Year Water and 30 Year Sewer Service Agreements
- _____ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

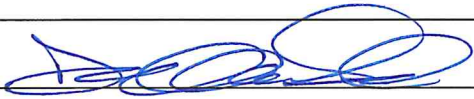
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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

Owner Printed Name: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature:  Date: 5/25/22

Authorized Agent Printed Name: David D Omer Sellers

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid: _____

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____



APPLICATION FOR SUBDIVISION VARIANCE

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

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

VAR-000351-2022
FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: GROVES SUBDIVISION

Location: APPROX 1,500 FT NORTH OF MI. 11 N. RD., ON EAST SIDE OF MIKE W. RD.

Legal Description: A 13.90 GR. AC. TRACT O/O F.T. 236, WEST
AND ADAMS TRACT SUBDIVISION H.C.T.

VARIANCE TYPE:

☐ Streetlights ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☒ YES ☐ NO

Describe in detail the reason for the variance request:

SEPTIC

☐ Fire Hydrants ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Drainage ☒ YES ☐ NO

Describe in detail the reason for the variance request:

OFFSITE DRAINAGE

☐ Minimum Lot Size ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Other _____ ☐ YES ☐ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: LUCY/ROBERT VALADARES Telephone: 956-778-0098

Address: P.O. Box 332 Fax: _____

City: WESLACO State: TX Zip: 78599 E-mail: LUCYAL@LIVE.COM

AUTHORIZATION AND ACKNOWLEDGEMENTS

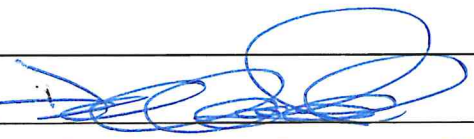
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature:  Date: 11/29/22

Authorized Agent Printed Name: David O. Oros Salinas

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____

DRAINAGE REPORT

GROVES SUBDIVISION

CITY OF WESLACO ETJ, HIDALGO COUNTY, TEXAS

PREPARED BY:

David Omar Salinas, P.E., R.P.L.S.
Salinas Engineering & Associates
(TBE F-6675)
2221 Daffodil Ave.
McAllen, Texas, 78501
(956) 682-9081
(956) 686-1489 Facsimile
(956) 648-8899 Cell
dsalinas@salinasengineering.com

AUGUST 24, 2022

SEA



INDEX

Drainage Report Narrative: Page 2.-3.

- A. Hydrograph: Dated 08/23/22 (HCDD No. 1 Modified Rational Method)
- B. Plat reduction of Groves Subdivision, City of Weslaco ETJ
- C. Copy of FIRM – CPN 480334 0450 C dated June 06, 2000, Revised to Reflect LOMR dated May 30, 2002
- D. Copy of Plat reduction and other drainage report exhibits

DRAINAGE REPORT NARRATIVE

Proposed Groves Subdivision is a 16 - lot residential (15) AND one lot (1) commercial plat containing 13.90 Gross (10.59 Net) Acre tract out of Lot 236, West and Adams 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, and, located along the east side of Mile 6 West Road at Mile 11 North Road north and east of a HCID No. 9 ditch. Commercial use is proposed along Mile 6 West Road only – all other interior lots (17) are proposed as single - family uses. The subdivision is located in Zone "X" (unshaded) as per the FIRM Community Panel No. 480334 0450 C, Map dated June 06, 2000, and, revised to reflect a LOMR dated May 30, 2002. Zone "X" (unshaded) areas are defined as "Areas determined to be outside the 500-year flood. The site is an orchard of citrus trees that will be removed and pavement widening with curb & gutter and drainage improvements to Mile 6 West Road have recently been completed by the County.

This site is bound on the west side by Mile 6 West Road and is bound by HCID No. 9 ditches along the south and east sides each sitting on 40.0 feet of ROW adjacent to our proposed subdivision. Located to the north are other properties not a part of this plat. There is an existing residential home located near the immediate southwest corner of this property – it is a homestead out parcel but not a part of this subdivision. The site has 301.60 feet of frontage along Mile 6 West Road and 1,320.0 gross feet deep including the two adjoining HCID No. 9 ditches.

Soils of this proposed plat consist of, in part, a Hidalgo fine sandy loam complex (Map Unit No. 25)(Group B) with slopes between 0 and 1 percent – these soils are well drained with slow surface runoff and moderate permeabilities. The site also consists in part of a Hidalgo sandy clay loam soil complex (Map Unit No. 28)(Group B) with slopes between 0 and 1 percent – these soils are also well drained with slow surface runoff and moderate permeabilities. Both soils are in capability subclass IIc non-irrigated and in class I irrigated, Gray sandy loam range - and can be seen on Sheet 97 of the Soil Survey of Hidalgo County, Texas.

Waters within this property flow via sheet flow in a general southerly direction over said lands via sheet flow – the slope is very flat not exceeding 0.05% over a drainage of 398.0 feet – essentially the entire east/west distance of the subject property. Proposed subdivision drainage improvements include the widening of the south side HCID No. 9 ditch, one internal paved curb & gutter roadway with storm sewer and outfall into the ditch.

In discussing the development of this subdivision with developer, for this report 6,000.0 Sq. Ft. and 10,000.0 Sq. Ft. of impervious improvements were assigned for 15 residential and one commercial lot, respectively, and, in addition, 1,320.0 linear feet of 32.0 foot back to back roadway improvements – yielding a future drainage coefficient of 0.42 over the 10.59 Ac. tract.

In accordance with the drainage policies of the City of Weslaco and the County of Hidalgo, this subdivision shall be required to provide for storage of drainage waters in an amount equal to the difference between pre- and post-construction, or, waters CREATED by the post-development of this 10.59 Net acre property. Using the Modified Rational Method (MRM)(*For Reference: TxDOT Intensity-Frequency-Duration Coefficients for Texas Counties HDM (2004)*) over a 10-year storm event, and, existing drainage coefficient of 0.20 and a future computed drainage coefficient of 0.42 – *For Reference: FHWA, Urban Drainage Design Manual HEC -22 (2001)*, an average drainage run of 398.0 feet and an average slope of 0.50%, it was computed that the improved condition would produce an additional 50-year storm event volume of 44,134.19 Cubic Feet, or, 1.01 Acre-Feet. This development shall increase runoff from 8.79 CFS (10-Year) to 14.07 CFS (50-year) – an increase of 5.28 CFS. This volume of water is equivalent to a layer of water 1.14 inches deep if spread out evenly over the entire 10.59 Acre tract.

As part of the drainage plan, it is being proposed that the subdivider shall provide for an underground storm sewer system consisting of inlets, an underground storm sewer line and outfall into a HCID No. 9 ditch. The 24" outfall line shall be installed such that the flow through the pipe is limited to a flow not more than 5.28 CFS – the 10-year storm event flow rate. The pipe entrance shall consist of pipe entrance details as approved by both the irrigation and drainage districts that will include a choke at the end (outfall end) of the proposed 24" storm sewer pipe. The proposed 13' widening of the north side of the east/west HCID No. 9 ditch shall provide for a new volume to the existing ditch of not less than 44,134.19 Cu. Ft. – O.K. Actual storage shall be 46,750.0 Cu. Ft. > 44,134.19 Cu. Ft. – Okay (See Calculations and Detail A-A on Sheet 6 of 8). The benching shall have 3:10 slopes and total excavated volume of 93,852 Cu. Ft. of which credit is given in the amount of 46,750.0 Cu. Ft. > 44,134.19 Cu. Ft. Req.

Maximum permissible discharge rate into the ditch is 5.25 CFS (10-year Q):

Diameter	24	in
W.P.	6.28	ft
Area	3.14	sf
Slope	0.0018	ft/ft
Velocity	3.06	ft/s
Q	9.62	cfs

Note: The resulting Q is 9.62 CFS > 5.25 CFS Permissible.

However, with the chocking of ½ of the original pipe diameter (from 24" to 12") the flow rate is reduced to approximately 4.81 CFS - less than 5.28 CFS while maintaining a velocity of not less than 2.0 FPS.

WSE observation on Marh 09, 2022 was 68.72.

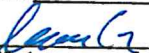
Additionally, there is a dedication of 38.40 feet along the south ditch and 35.0 feet to the east, respectively, of right-of-way to said ditches. This dedication on both ditches would give a total of 75.0 feet of right-of-way from the ditch centerlines. The developer shall apply for and provide for an entrance discharge permit per HCDD No. 1 requirements. It is expressly noted that two access ramps shall also be constructed at 6:1 slopes at each end of the widened south ditch. No

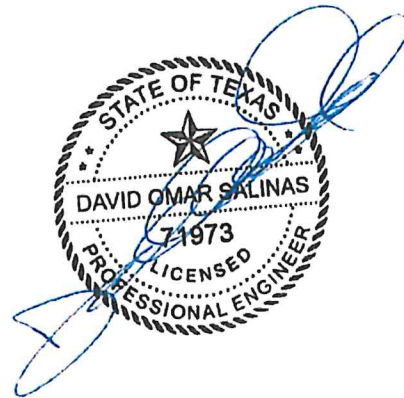
widening shall occur along the west side of the east/west. It is also noted that the ditch along the east side of this site shall not be improved or widened – only dedication of right-of-way shall be provided.

At this time Mile 6 West widening and paving with curb & gutter and drainage improvements have been completed (by The County of Hidalgo Precinct), however, and, no additional paving or drainage improvements to the east side of Mile 6 West Road are being proposed by this plat. Improvements to each lot shall provide for positive flow drainage away from the homes and the minimum finished floor elevations shall be 18" above the top of curb.

Date: August 24, 2022

Attachment: Hydrograph and Other Required Drainage Report Information
xc: n:\subdivision\plats\groves.subd\drainagereport.082422

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☒ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☒ DISTRICT FACILITY	
☐ CITY FACILITY	
☐ OTHER	
	
H.C.D.D. NO. 1	DATE 9-23-22



Area: 10.59 acres
Length of Basin: 398.00 ft.
Avg. Basin Slope (Und.): 0.50 %
Undeveloped t_c : 40.72 min.
Developed t_c : 30.77 min.

Proposed

LAND CHARACTER	
FAA-0	RM-1
40.72	0
30.77	0
0.42 C (composite, developed)	

Existing

LAND CHARACTER	
0.00 acres	0.9
10.59 acres	0.20
0.20 C (composite, developed)	

2004

Undeveloped Calculations

County: HIDALGO COUNTY, TEXAS

2-year	e	b	d	I_2 (in/hr)	OUTFLOW (Undeveloped)	$Q_2 =$
0.831	74	9.6	2.85			6.04

5-year	e	b	d	I_5 (in/hr)	(Undeveloped)	$Q_5 =$
0.795	80	9.2	3.57			7.57

10-year	e	b	d	I_{10} (in/hr)	(Undeveloped)	$Q_{10} =$
0.778	87	9.2	4.15			8.79

25-year	e	b	d	I_{25} (in/hr)	(Undeveloped)	$Q_{25} =$
0.771	98	9.2	4.81			10.18

50-year	e	b	d	I_{50} (in/hr)	(Undeveloped)	$Q_{50} =$
0.749	99	9.2	5.29			11.21

100-year	e	b	d	I_{100} (in/hr)	(Undeveloped)	$Q_{100} =$
0.74	103	9.6	5.67			12.01

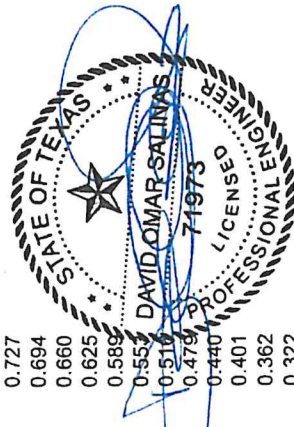
post dev FAA
tc 30.76566
i 6.25
Q 27.80

post dev RM
tc 10
i 10.83
Q 48.15

Alt IDF
0

Accumulated Runoff Calculations: 50 year storm
LIMIT OUTFLOW: 8.79

t_c (min)	Intensity (in/hr.)	Peak Disch. (cfs)	Acc. Runoff acre ft.	Runoff difference	Acc. Disch. acre ft.	Net Storage acre ft.
10	10.83	48.15	0.663	0.6632	0.247	0.416
20	7.91	35.17	0.969	0.3057	0.307	0.661
30	6.34	28.21	1.166	0.1968	0.368	0.798
40	5.35	23.80	1.311	0.1453	0.429	0.882
50	4.66	20.72	1.427	0.1157	0.489	0.938
60	4.14	18.43	1.523	0.0965	0.550	0.973
70	3.75	16.66	1.606	0.0830	0.610	0.996
80	3.43	15.24	1.679	0.0730	0.671	1.008
90	3.16	14.07	1.745	0.0654	0.731	1.013
100	2.94	13.10	1.804	0.0593	0.792	1.012
110	2.76	12.26	1.858	0.0543	0.853	1.006
120	2.60	11.55	1.908	0.0502	0.913	0.995
130	2.45	10.92	1.955	0.0468	0.974	0.982
140	2.33	10.37	1.999	0.0438	1.034	0.965
150	2.22	9.87	2.040	0.0412	1.095	0.945
160	2.12	9.43	2.079	0.0389	1.155	0.924
170	2.03	9.04	2.116	0.0370	1.216	0.900
180	1.95	8.68	2.151	0.0352	1.277	0.875
190	1.88	8.35	2.185	0.0336	1.337	0.848
200	1.81	8.05	2.217	0.0321	1.398	0.819
210	1.75	7.77	2.248	0.0308	1.458	0.790
220	1.69	7.52	2.278	0.0297	1.519	0.759
230	1.64	7.28	2.306	0.0286	1.579	0.727
240	1.59	7.06	2.334	0.0276	1.640	0.694
250	1.54	6.85	2.360	0.0266	1.700	0.660
260	1.50	6.66	2.386	0.0258	1.761	0.625
270	1.46	6.48	2.411	0.0250	1.822	0.589
280	1.42	6.31	2.435	0.0243	1.882	0.553
290	1.38	6.16	2.459	0.0236	1.943	0.516
300	1.35	6.01	2.482	0.0229	2.003	0.479
310	1.32	5.86	2.504	0.0223	2.064	0.440
320	1.29	5.73	2.526	0.0217	2.124	0.401
330	1.26	5.60	2.547	0.0212	2.185	0.362
340	1.23	5.48	2.568	0.0207	2.246	0.322
350	1.21	5.37	2.588	0.0202	2.306	0.282



Appendix 1.0 (cont.)
HIDALGO COUNTY RAINFALL INTENSITY TABLES (cont.)

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

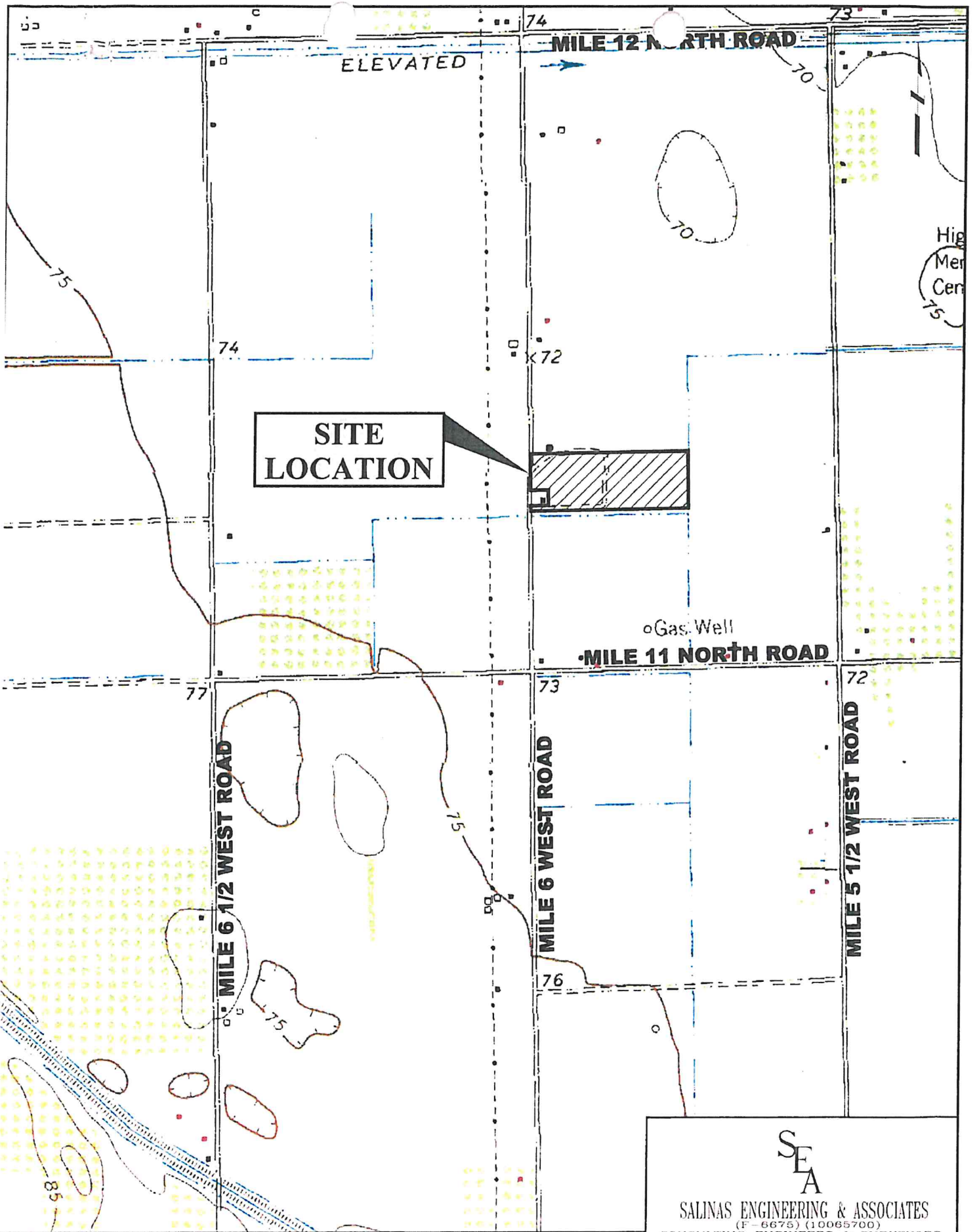
formula $I = b/(t_c + d)^c$

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

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

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

Prepared By Melden & Hunt, Inc.



U.S.G.S. MAP

GROVE SUBDIVISION

SCALE: 1"=1000'

SEA
SALINAS ENGINEERING & ASSOCIATES
(F-8675) (10065700)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL - McALLEN, TEXAS 78501
(505) 682-9081 (505) 686-1489 (FAX)
TRAIL 12100 PARK 20 CIRCLE BLDG. 4, SUITE 150, MC-230, AUSTIN, TEXAS 78753 (512) 239-5283

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

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

See footnote at end of table.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

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

See footnote at end of table.

TABLE 18.--SOIL AND WATER FEATURES

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

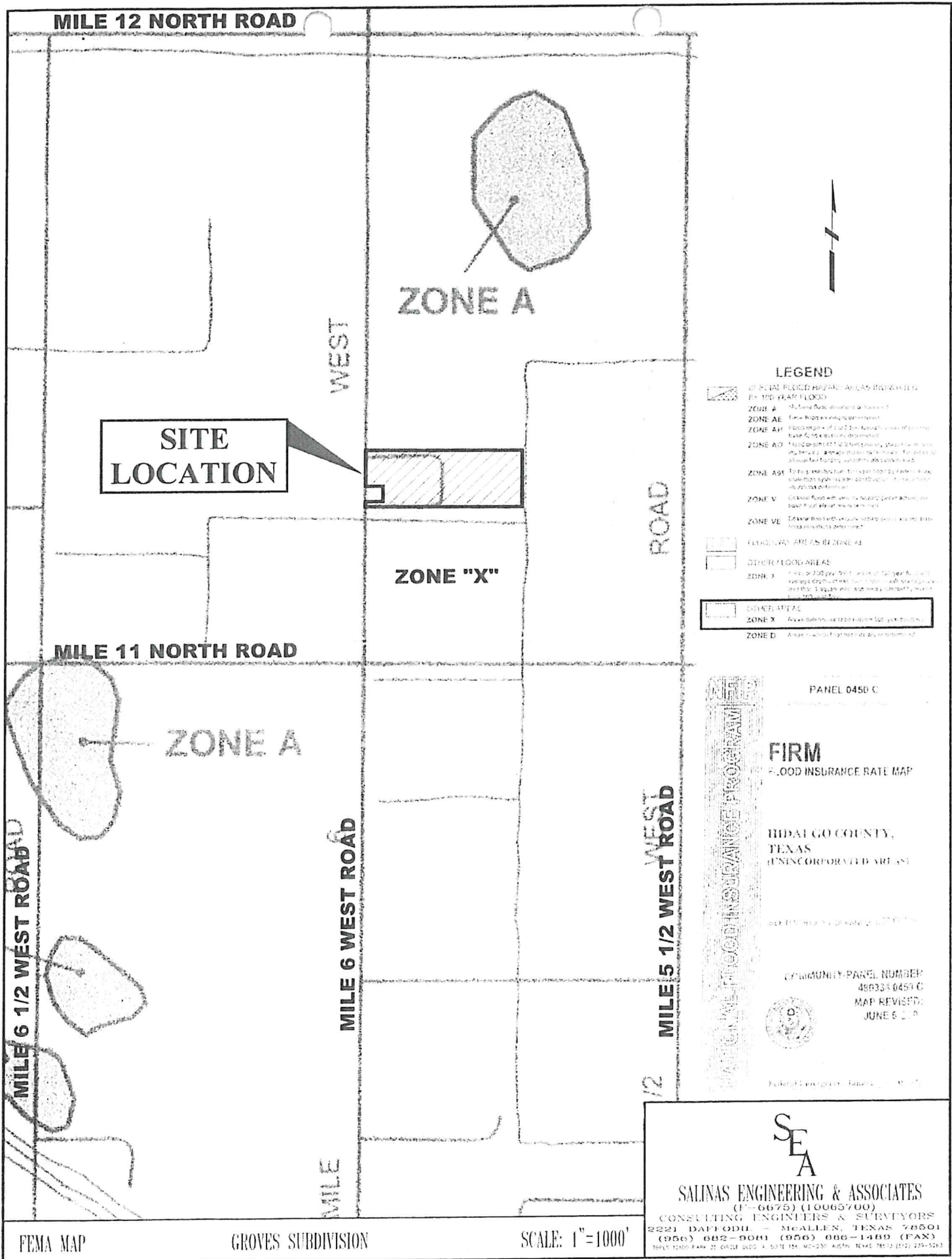
Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosi	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hard-ness	Uncoated steel	Concre
1.* Arents					<u>Ft</u>			<u>In</u>			
2----- Benito	D	Occasional	Long-----	Sep-May	4.0-6.0	Apparent	Sep-May	---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

See footnotes at end of table.

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

Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hard-ness	Uncoated steel	Concrete
					<u>Ft</u>			<u>In</u>			
2:*											
Quemado-----	C	None-----	---	---	>6.0	---	---	10-20	Thin	Moderate	Low.
3-----	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Laredo											
4-----	C	Occasional	Long-----	Sep-May	>6.0	---	---	---	---	High-----	Low.
Matamoros											
35, 36, 37, 38----	C	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
McAllen											
39, 40, 41-----	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Mercedes											
2-----	C	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
Nueces											
3:*											
Nueces-----	C	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
Sarita-----	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
44, 44-----	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Olmito											
45,* 46,* 47.*											
Pits											
48-----	B	Rare-----	---	---	>6.0	---	---	---	---	High-----	Low.
Racombes											
49-----	B	Rare-----	---	---	1.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
Racombes											
50-----	B	Common-----	Brief-----	Sep-May	>6.0	---	---	---	---	High-----	Low.
Ramadero											
51:*											
Randado-----	C	None-----	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
Cuevitas-----	D	None-----	---	---	>6.0	---	---	8-14	Thin	Moderate	Low.
52-----	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Raymondville											
53-----	D	None-----	---	---	2.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
Raymondville											
54:*											
Raymondville-----	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
55-----	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Reynosa											
56-----	B	None-----	---	---	1.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
Reynosa											
57:*											
Reynosa-----	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
58**-----	D	Frequent-----	Long-----	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
Rio											
59**-----	D	Frequent-----	Long-----	Sep-May	+2-4.5	Apparent	Sep-May	---	---	High-----	Low.
Rio											

See footnotes at end of table.



LEGEND

- SPECIAL FLOOD HAZARD AREAS (SFHAs) - 100 YEAR FLOOD
- ZONE A** - Areas of high flood hazard, subject to flooding from 1 to 3 feet
- ZONE AE** - Areas of moderate flood hazard, subject to flooding from 1 to 3 feet
- ZONE AH** - Areas of high flood hazard, subject to flooding from 1 to 3 feet
- ZONE AO** - Areas of high flood hazard, subject to flooding from 1 to 3 feet
- ZONE AG** - Areas of high flood hazard, subject to flooding from 1 to 3 feet
- ZONE V** - Areas of high flood hazard, subject to flooding from 1 to 3 feet
- ZONE VE** - Areas of high flood hazard, subject to flooding from 1 to 3 feet
- FLUORIDIZED AREAS (ZONE A)**
- OTHER FLOOD AREAS**
- ZONE X** - Areas of high flood hazard, subject to flooding from 1 to 3 feet
- OTHER AREAS**
- ZONE D** - Areas of high flood hazard, subject to flooding from 1 to 3 feet

PANEL 0450 C

FIRM
FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

DATE: 1998-06-01

COMMUNITY PANEL NUMBER:
480335 0450 C
MAP REVISED:
JUNE 6, 1998



Federal Emergency Management Agency



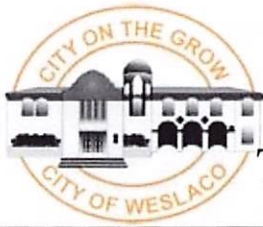
SALINAS ENGINEERING & ASSOCIATES
(F-6675) (10065700)

CONSULTING ENGINEERS & SURVEYORS
2221 DARTMOUTH - McALLEN, TEXAS 78501
(956) 682-1001 (956) 686-1469 (FAX)
1800-250-2500 FAX 250-2500 250-2500 250-2500 250-2500

FEMA MAP

GROVES SUBDIVISION

SCALE: 1"=1000'



**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: The Grove
Location: 1/4 Mile North of Mile 11 North Road along the west side of Mile 6 West Road
Applicant: David O. Salinas, P.E. ☐ Owner ☒ Agent
Address: 2221 Daffodil Ave., McAllen, Tx, 78501 Phone Number: 682-9081

B. Trip Generation Calculation

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

ITE Code	Anticipated Land Use	Project Size			AM Peak Hour Trips	PM Peak Hour Trips	Weekday Trips
		Acres	GFA	# of Units			
210	Single Family	13.90 Gr.		17	23.95	31.29	77.73

Comments: _____
Prepared by: David Omar Salinas, P.E. Date: _____
Address: 2221 Daffodil Ave., McAllen, Texas, 78501 Phone Number: 682-9081

(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#: _____



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Raul E. Sesin, PE, CFM

District General Manager

Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RICHARD F. CORTEZ
Chairman of the Board

EVERARDO "EVER" VILLARREAL
Board Member

ELLIE TORRES
Board Member

October 24, 2022

Rebekah De La Fuente
Planning & Code Enforcement Director
255 S. Kansas Ave.
Weslaco, Texas 78596

RE: Salinas Engineering and Associates –Groves Subdivision

This letter is in response to a request from the Engineer of record for Groves Subdivision, David Salinas, PE. HCDD1 has received and approved the drainage statement for the above-mentioned development located in the City of Weslaco ETJ that proposes to widen the adjacent HCCID9 ditch to the south (to be dedicated to HCDD1).

If you should have any questions or require additional information, please feel free to give me a call at (956) 292-7080.

Sincerely,
Hidalgo County Drainage District No. 1

Yvette Barrera, PE, CFM
Assistant General Manager

CC: Raul E. Sesin, PE, CFM – District General Manager, HCDD1
Omar Anzaldua, PE, CFM –Assistant General Manager, HCDD1
Isaac Gonzalez, EIT
Alexis Lozano, EIT
Gilberto Aguirre, EIT
Esther Mireles

Hidalgo and Cameron Counties Irrigation District No. 9

General Office

(956) 565-2411
(956) 565-0521 Fax

E-Mail
hccid9@hotmail.com



Randy Winston
General Manager

Debra Pena
Tax Assessor-Collector

P O Box 237 Mercedes, Texas 78570

Date: 10/27/2022

David Salinas
Salinas Engineering and Associates
2221 Daffodil Ave
McAllen, TX 78501

RE: **Groves** Subd. Drainage and Detention

Good Morning Mr. Salinas:

I have received your revised cross section and calculations dated 09/23/2022 for the **Groves** Subdivision modified to include the 50 year detention volume in the proposed drain ditch as shown on your provided cross sections.

HCCID #9 does not object to storing the mandated 50 year detention with the proposed ditch as shown on the cross sections. This Subdivision will require the following:

1. The Proposed Ditch widening, and Detention Area will require outlet controls going into existing ditch
2. Discharge Permit will be required.

The maintenance of this section is outside of the City Limits of Weslaco and will be done by HCDD #1. Please verify final designs with Raul Sesin PE, CFM Hidalgo County Drainage District No. 1 District Manager.

Randall Winston
General Manager

HCCID #9
Mercedes, Texas
956-565-2411

Preliminary/Final Plat

The Groves

Legend

 The Groves

Google Earth



1000 ft

GROVES SUBDIVISION

WATER, WASTE WATER OSSF, PAVING AND DRAINAGE IMPROVEMENTS

CITY OF WESLACO ETJ, HIDALGO COUNTY, TEXAS

2022

CITY OFFICIALS

MAYOR CITY OF WESLACO _____ DAVID SUAREZ

COMMISSIONER DISTRICT 1 / MAYOR PRO TEM _____ JOSH PEDRAZA

COMMISSIONER DISTRICT 2 _____ LETTY LOPEZ

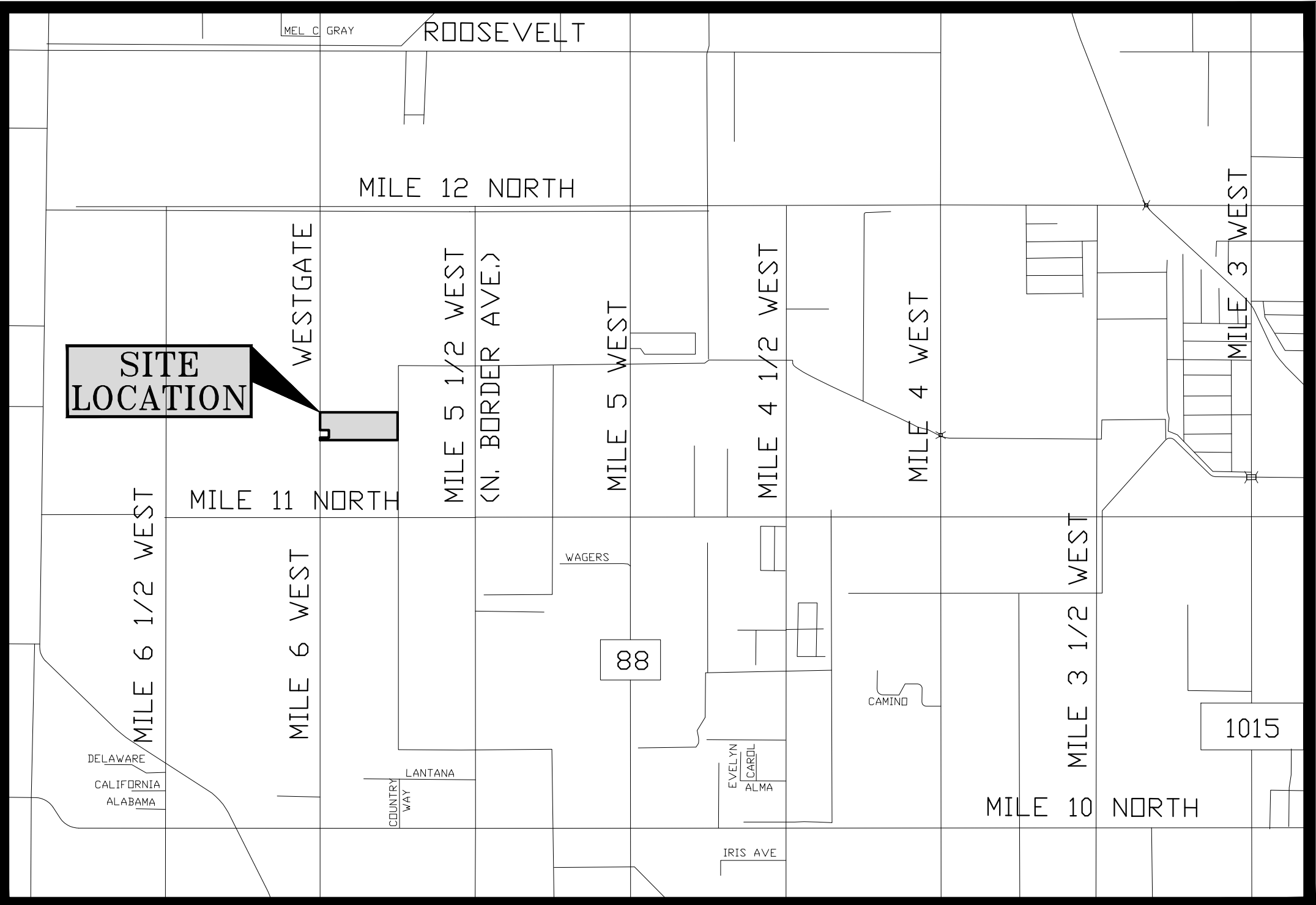
COMMISSIONER DISTRICT 3 _____ JOSE "JP" RODRIGUEZ

COMMISSIONER DISTRICT 4 _____ ADRIAN FARIAS

COMMISSIONER AT-LARGE _____ LEO MUNOZ

COMMISSIONER AT LARGE _____ GREG KERR

CITY MANAGER (INTERIM) _____ MARTIN GARZA



LOCATION MAP

SCALE : 1"=2000'

INDEX TO SHEETS

SHEET 1 _____ TITLE SHEET

SHEET 2 _____ GENERAL NOTES, LEGENDS AND ABBREVIATIONS

SHEET 3 _____ SUBDIVISION PLAT

SHEET 4 _____ WATER DISTRIBUTION AND OSSF LAYOUT

SHEET 5 _____ PAVING AND DRAINAGE

SHEET 6 _____ DRAIN DITCH WIDENING

SHEET 7 _____ STORM WATER POLLUTION PREVENTION PLAN

SHEET 8 _____ STREET LIGHTING

CONTRACTOR ACCEPTANCE

UTILITY CONTRACTOR _____ DATE _____

PAVING CONTRACTOR _____ DATE _____

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF WESLACO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71873 ON DECEMBER 05, 2022. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

DAVID O. SALINAS, P.E. # 71973 , R.P.L.S. # 5782 DATE _____

SHEET 1 OF 8

JOB No. SP-19-24928

SEA

SALINAS ENGINEERING & ASSOCIATES, INC.
T.B.E. = F-6875
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL — McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

GENERAL CONSTRUCTION NOTES

1. THE INFORMATION SHOWN ON THESE DRAWINGS INDICATING TYPE AND LOCATION OF UNDERGROUND UTILITIES AND ELECTRICAL UTILITIES IS NOT GUARANTEED TO BE EXACT OR COMPLETE. THE LOCATIONS AND SIZES HAVE BEEN TAKEN FROM FIELD WORK AND EXISTING RECORDS AND THE BEST AS-BUILT INFORMATION AVAILABLE; HOWEVER, IT IS EXPECTED THAT THERE MAY BE SOME DISCREPANCIES IN THE LOCATIONS, QUALITIES AND SIZES SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT TYPE, SIZE AND LOCATION OF ALL UTILITIES AFFECTED BY THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY THE ONE-CALL SYSTEM FOR UTILITY LOCATION/IDENTIFICATION PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ARRANGE FOR THE REPAIR AND RESTORATION OF CONTRACTOR DAMAGED UTILITIES. THE COST OF ANY REPAIR OR REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE CURRENT LINE SPOTTING TOLL FREE NUMBER AND COORDINATE WITH ALL THE UTILITY COMPANIES FOR ACTUAL LOCATING AND UNCOVERING OF EXISTING LINES PRIOR TO EXCAVATION OPERATIONS.
2. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY UNREPORTED OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THIS PROJECT.
3. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE APPLICABLE STATE STATUTES AND THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS (OSHA). COPIES OF THE OSHA STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE. INFORMATION AND RELATED REFERENCE MATERIALS MAY BE OBTAINED FROM O.S.H.A. AT 611 EAST 6TH STREET, ROOM 303, AUSTIN, TEXAS.
4. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A SAFE, NEAT AND WORKMAN LIKE MANNER AT ALL TIMES. JOB SAFETY SHALL NOT BE COMPROMISED. ANY UNSAFE OR UNATTRACTIVE/NUISANCE SHALL BE REMOVED OR OTHERWISE TAKEN CARE OF BY THE CONTRACTOR WHEN DIRECTED BY THE OWNER OR PROJECT ENGINEER.
5. EXCAVATIONS, TRENCHES AND OTHER HAZARDOUS AREAS SHALL BE ADEQUATELY PROTECTED BY BARRICADES, FENCING, LIGHTS AND/OR OTHER PROTECTIVE DEVICES AT ALL TIMES.
6. CONSTRUCTION OF THIS PROJECT WILL BE SUBJECT TO INSPECTIONS AND TESTING AS DEEMED NECESSARY OR APPROPRIATE BY THE ENGINEER AND/OR THE CITY OF WESLACO, HIDALGO COUNTY AND NAWSC. THE CONTRACTOR SHALL FURNISH INCIDENTAL LABOR AND EQUIPMENT TO ALLOW THE TESTING PERSONAL ACCESS TO THE WORK AND WILL COOPERATE FULLY WITH THE PERSONS CONDUCTING THE TESTING AND INSPECTION PROGRAM.
7. A PART OF THE WORK THAT IS NECESSARY OR REQUIRED TO MAKE EACH SYSTEM OR INSTALLATION SATISFACTORY AND OPERABLE FOR ITS INTENDED PURPOSE, EVEN THOUGH IT IS NOT SPECIFICALLY INCLUDED IN THE SPECIFICATIONS OR DRAWINGS, SHALL BE PERFORMED AS INCIDENTAL WORK AS IF IT WERE DESCRIBED IN THE SPECIFICATIONS AND SHOWN ON THE DRAWINGS.
8. THE DRAWINGS DO NOT ALWAYS INDICATE ALL VERTICAL BENDS AND TRANSITIONS. WHEN NECESSARY, MAKE VERTICAL TRANSITIONS BY A DEFLECTION AT THE JOINTS OR THE INSTALLATION OF FITTINGS. DO NOT DEFLECT PIPE JOINTS MORE THAN 80% OF THE MANUFACTURERS' RECOMMENDATION.
9. ALL PIPING MUST BE INSTALLED WITH A MINIMUM OF 36-INCHES OF COVER UNLESS OTHERWISE NOTED ON THE PLANS.
10. ALL EXCAVATION FOR THIS PROJECT SHALL BE UNCLASSIFIED.
11. ALL UTILITIES WHICH ARE TO REMAIN AND WHICH ARE DAMAGED OR REMOVED WILL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE.
12. PIPE SHALL BE BACKFILLED WITH JOINTS EXPOSED FOR TESTING. BEFORE NEW JOINTS ARE COVERED, PRESSURE LINES ARE TO BE HYDROSTATICALLY TESTED AT NOT LESS THAN 150 PSIG FOR A PERIOD OF TWO HOURS. THE OWNER SHALL OBSERVE AND APPROVE OR REJECT THE TEST. REPAIRS, IF REQUIRED, SHALL BE MADE AND THE LINE SHALL BE RETESTED UNTIL APPROVED. TEST SHALL NOT BEGIN UNTIL THRUST BLOCKS HAVE AGED A MINIMUM OF 24 HOURS.
13. AS SOON AS PRACTICAL, ALL PORTIONS OF EXCAVATIONS NOT OCCUPIED BY THE PERMANENT STRUCTURE SHALL BE BACKFILLED.
14. CONTRACTOR SHALL REMOVE AND REINSTALL ALL SIGNS, MAILBOXES, FENCES, CULVERTS AND OTHER ITEMS IN WAY OF THE WORK.
15. CONTRACTOR SHALL REPAIR ALL OPEN CUTS OF PAVED AREAS BACK TO BETTER THAN "AS-IS" CONDITION WITH LIKE MATERIALS.
16. PROVIDE INTERIM DRAINAGE DURING CONSTRUCTION AS REQUIRED. USE PUMPS, TEMPORARY DITCHES, ETC. TO MAINTAIN A WELL DRAINED SITE FREE OF STANDING WATER AND WATER SOFTENED SOILS.
17. ANCHOR ALL UNDERGROUND PRESSURE PIPING AS NECESSARY TO PREVENT MOVEMENT UNDER PRESSURE TEST AND SERVICES.
18. ALL REINFORCING STEEL SHALL CONFORM TO ASTM SPECIFICATION A-165, GRADE 60 ALL BARS SHALL CONFORM TO ASTM SPECIFICATION A-305.
19. ALL CONCRETE AND FORM WORK SHALL CONFORM TO CURRENT ACI CODE REQUIREMENTS.
20. THE CONTRACTOR SHALL EXERCISE EXTRA CARE TO PREVENT DAMAGE TO ALL OTHER STRUCTURES IN THE AREA INCLUDING BUILDINGS, FENCES, ROADS, PIPELINES, UTILITIES, ETC., WHETHER PUBLICLY OR PRIVATELY OWNED.
21. UNTIL ACCEPTANCE BY THE ENGINEER OF ANY OR ALL OF THE CONSTRUCTION, AS PROVIDED FOR IN THE PLANS AND SPECIFICATIONS, AND ACCEPTANCE BY THE PROPER UTILITY PROVIDER, IT SHALL BE UNDER THE CHARGE AND CARE OF THE CONTRACTOR. THE CONTRACTOR SHALL TAKE EVERY NECESSARY PRECAUTION AGAINST TO ANY PART OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD, AT HIS OWN EXPENSE, OF ALL THE DAMAGE TO ANY PORTION OF THE WORK BEFORE ITS ACCEPTANCE.
22. NO OPEN TRENCHES OR EXCAVATION SHALL BE LEFT OPEN OVERNIGHT.
23. ALL WATERLINE TAPS AND WATER METERS SHALL BE INSTALLED BY CONTRACTOR. COORDINATE WITH THE N.A.W.S.C. BEFORE COMMENCING ANY UTILITY WORK.
24. COORDINATE WITH GRADING PLANS FOR WATER LINE AND STORM LINES INSTALLATION.
25. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND PAY ALL APPLICABLE PERMIT FEES. CONTRACTOR SHALL PROVIDE PROOF TO THE ENGINEER THAT SAID PERMITS HAVE BEEN OBTAINED, INCLUDING THOSE FROM THE CITY OF WESLACO, PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
26. CONTRACTOR SHALL VISIT SITE PRIOR TO BIDDING TO VERIFY EXISTING CONDITIONS.
27. BOTH SITE AND BUILDING CONTRACTORS TO VERIFY EXISTING SITE ELEVATIONS PRIOR TO POURING CONCRETE TO VERIFY ACCESSIBILITY.
28. PERMIT NEEDED FROM COUNTY OF HIDALGO BUILDING DEPARTMENT AND PRE-CONSTRUCTION CONFERENCE NEEDED WITH CITY OF WESLACO, COUNTY OF HIDALGO AND N.A.W.S.C.
29. CONTRACTOR TO LEAVE OPENINGS IN CURB AT SIDEWALK RAMP LOCATIONS.
30. CONSULT WITH PROPERTY OWNER BEFORE RELOCATING EXISTING FENCES THAT MIGHT BE IN THE WAY OF THE CONSTRUCTION AREA AND/OR CONSTRUCTION PLANS.
31. TEXAS ACCESSIBILITY STANDARDS SPECIFICATIONS SHALL PREVAIL WHEN PERTAINING TO HANDICAP PARKING SPACES. TEXTURED FINISHES, RAMPS, ACCESS LANES, ETC. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE COMPLIANCE WITH APPLICABLE AMERICAN WITH DISABILITIES ACT REGULATIONS. CONTRACTOR SHALL PRESENT ANY CONFLICTS BETWEEN THE CIVIL PLANS AND THE TDLR/ADA REQUIREMENTS TO THE ENGINEER PRIOR TO CONSTRUCTION.
32. WHEN NECESSARY, CONTRACTOR SHALL EMPLOY TRAFFIC CONTROL MEASURES FOR CONSTRUCTION. CONTRACTOR SHALL PRESENT THE ENGINEER COPIES OF THE TRAFFIC CONTROL PLANS; PRIOR TO CONSTRUCTION ANY TRAFFIC CONTROL MEASURES SHALL COMPLY WITH CURRENT MUTCD (MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES) AND TxDOT REGULATIONS, WHERE APPLICABLE.
33. THE CONTRACTOR SHALL STRICTLY ADHERE TO TCEO RULES AND REGULATIONS FOR THE INSTALLATION AND TESTING OF DOMESTIC WATER AND WASTEWATER SYSTEMS AS DETAILED IN 30 TAC, CHAPTER 317.1 OF THE TNRC/TCEO RULES. ALL MINIMUM SEPARATION DISTANCES AND CROSSINGS REQUIREMENTS ARE TO BE STRICTLY ADHERED TO. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR THE ADHERENCE TO THESE REQUIREMENTS.

GENERAL NOTES - WATER LINE

1. ALL WATER LINE CONSTRUCTION SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE NORTH ALAMO WATER SUPPLY CORPORATION (NAWSC) INCLUDING THE PROVISIONS OF PUBLIC WATER SYSTEMS CHAPTER 30 TAC CHAPTER 290, SUB-CHAPTER D 290.38-290.47.
2. MINIMUM COVER FROM TOP OF WATER LINE IS 40 INCHES UNLESS OTHERWISE DIRECTED BY THE NAWSC.
3. ALL WATER LINE CONSTRUCTION SHALL CONSIST OF C-900 DR-18 UNLESS OTHERWISE DIRECTED BY THE NAWSC.
4. ALL PRESSURE WATER LINE AND FIRE HYDRANT TESTING AND CHLORINATION TESTING SHALL COMPLY WITH THE TESTING PROCEDURES OUTLINED BY THE LATEST VERSION OF THE AWWA STANDARDS FOR WATER LINES AND FIRE HYDRANTS AND/OR AS DIRECTED BY THE NAWSC.
5. THE CONTRACTOR SHALL INSTIGATE CORRECTIVE ACTION FOR ANY TESTING THAT FAILS AND MUST HAVE THE WATER LINE/HYDRANT RE-TESTED AT THE CONTRACTOR'S EXPENSE UNTIL ALL TESTING HAS BEEN SATISFACTORILY COMPLETED.
6. THRUST-BLOCKING SHALL BE PROVIDED FOR ALL FIRE HYDRANTS AND CHANGE OF LINE DIRECTION UNLESS OTHERWISE DIRECTED BY THE NAWSC.
7. CONTRACTOR TO MARK ON THE CONCRETE CURB LOCATION OF WATER LINE SERVICE CONNECTIONS BY INDICATING A "W" WHERE A WATER SERVICE CONNECTION HAS BEEN PLACED.
8. A BLUE REFLECTOR SHALL BE LOCATED IN THE CENTER OF THE ROADWAY DIRECTLY ACROSS FROM A FIRE HYDRANT.
9. ANY WATER GATE VALVES LOCATED WITHIN PAVED ROADWAY SECTIONS MUST BE ENCASED BY A 12" BY 12" BY 4" DEEP CONCRETE COLLAR, OR, AS APPROVED BY THE NAWSC.
10. FIRE HYDRANT FLANGE SHALL BE LOCATED NOT MORE THAN 12 INCHES FROM GRADE, DR, TOP OF CURB, WHICHEVER IS GREATER.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WATER LINE TESTING FEES THAT FAIL GEOTECHNICAL TESTING.
12. CONTRACTOR CANNOT BEGIN ANY WATER LINE CONSTRUCTION UNLESS ANY AND ALL UTILITY PROVIDERS HAVE BEEN NOTIFIED OF PENDING CONSTRUCTION.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES INCLUDING BUT NOT LIMITED TO GAS LINES, TELEPHONE AND TELEVISION CABLE, IRRIGATION DISTRICT, AEP, MAGIC VALLEY CO-OP, ETC.
14. CONTRACTOR MUST PROVIDE A 48 HOUR NOTICE TO THE NAWSC PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
15. ANY DEVIATION FROM THESE PLANS MUST FIRST BE APPROVED BY THE ENGINEER, CITY OF WESLACO, COUNTY OF HIDALGO AND THE NAWSC.
16. THE CONTRACTOR MUST PROVIDE TO THE ENGINEER WITHIN 10 DAYS AT END OF ALL WATER LINE CONSTRUCTION AS-BUILT OF PLANS OF ALL WATER LINE CONSTRUCTION. A MARKED UP CONSTRUCTION COPY OF THE WATER LINE CONSTRUCTION WILL BE ACCEPTABLE.
17. ENGINEER SHALL PROVIDE ALL OF THE CONSTRUCTION STAKING FOR ALL PUBLIC IMPROVEMENTS.
18. ALL GATE VALVES SHALL HAVE A 12"x12" CONCRETE COLLAR. (SEE WATER DETAILS)
19. ALL UTILITIES NEED DENSITY TESTING, ALL IN ACCORDANCE TO CITY OF WESLACO UTILITY TESTING STANDARDS.
20. ALL CURB LINES IN FRONT OF FIRE HYDRANTS SHALL BE PAINTED RED IN ACCORDANCE WITH THE RULES AND REQUIREMENTS OF THE CITY OF WESLACO FIRE DEPARTMENT. THE CONTRACTOR SHALL CONTACT THE FIRE DEPARTMENT FOR SPECIFIC PAINTING DETAILS (COLOR, SHINE, LENGTH OF COLOR ALONG THE CURB, ETC.) THESE PLANS DO NOT INCORPORATE ANY PAINTING DETAILS OR REQUIREMENTS.

GENERAL NOTES - WASTE WATER OSSF

1. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEO AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
- A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
- B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
- C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
- D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
- E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.
- F. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
- G. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
ANCHORING THE SEPTIC TANK(S).
BBOX FLOW VALVES.
SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

GENERAL PAVING NOTES

HMAC (ASPHALT PAVING)

1. PAVEMENT TESTING AND COMPACTION SHALL BE AS FOLLOWS:
- SUBGRADE: 95% PROCTOR AT EVERY 1,000 SQUARE YARDS;
- BASE: 98% PROCTOR AT EVERY 1,000 SQUARE YARDS;
- HMAC: EVERY 1,500 SQUARE YARDS OR FRACTION THEREOF FOR THICKNESS VERIFICATION.
2. MAXIMUM ROADWAY CONSTRUCTION LIFTS FOR SUBGRADE COURSE SHALL BE SIX (6) INCHES AND COMPACTED TO 95% ASTM D689. MIN. PERMISSIBLE PLASTICITY INDEX IS 18. PI TO BE CONFIRMED BY GEOTECH REPORT.
3. MAXIMUM ROADWAY CONSTRUCTION LIFTS FOR CALICHE BASE MATERIAL SHALL BE EIGHT (8) INCHES AND MATERIALS SHALL CONSIST OF TEXAS HIGHWAY DEPARTMENT ITEM 248, TYPE F, GRADE 2 OR 3. COMPACTION SHALL BE A MINIMUM OF 95% OF ASTM D1557.
4. 2" (INCHES) (THICKNESS) OF HMAC SHALL BE PROVIDED USING TEXAS HIGHWAY DEPARTMENT ITEM 340, TYPE D FOR ALL ASPHALT AREAS.
5. ALL FINISHED CALICHE BASE COURSE SHALL BE COATED WITH PRIME MC-30 AT A RATE OF 0.20 GALLONS PER SY. TACK COAT RATE SHALL BE 0.10 GALLONS PER SY.
6. OWNER SHALL PAY FOR ALL ROADWAY TESTING AS AUTHORIZED BY ENGINEER. ALL ROADWAY TESTS THAT FAIL SHALL BE PAID FOR BY THE CONTRACTOR AFTER CORRECTION OF PROBLEM.
7. IF ANY QUESTIONS ARISE DURING CONSTRUCTION PERTAINING TO THE QUALITY OR QUANTITY OF MATERIALS USED ON SAID ROADWAY, THE CONTRACTOR SHALL PROVIDE MATERIAL TICKETS AND/OR RECEIPTS STATING THE TYPE, GRADE AND QUANTITY OF MATERIALS USED.
8. ALL PAVING SHALL BE IN ACCORDANCE WITH THE PAVING PLANS AND SPECIFICATIONS. DEVIATION FROM THESE PLANS AND SPECIFICATIONS BY THE CONTRACTOR ARE NOT PERMITTED WITHOUT FIRST WRITTEN AUTHORIZATION FROM THE PROJECT ENGINEER.
9. IMPORTANT! CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION FOR ALL TRAFFIC AFFECTED BY THE WORK WITH SIGNS, FLAGS, LIGHTS AND FLAG MAN AS REQUIRED BY THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ALONG ALL ROADWAYS.
10. LOCATION, IDENTIFICATION AND RELOCATION OF UTILITIES (IF ANY) SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY PERMITS REQUIRED SHALL BE PROVIDED BY THE CONTRACTOR.
11. ALL PAVING CONSTRUCTION SHALL BE WARRANTED BY THE CONTRACTOR FOR A PERIOD OF ONE (1) YEAR BEGINNING FROM THE DATE OF ACCEPTANCE OF THE CONSTRUCTION BY THE CITY OF WESLACO, HIDALGO COUNTY AND THE OWNER.
12. CONTRACTOR SHALL PROVIDE FOR THE CENTERLINE STRIPPING OF MILE 11 NORTH ROAD AND MILE 5 1/2 WEST ROAD IN ACCORDANCE WITH STANDARS PAVING AND STRIPPING REQUIREMENTS OF THE CITY OF WESLACO.

GENERAL CONCRETE PAVEMENT NOTES

13. ALL CONCRETE SHALL BE TYPE-1, 3,000 P.S.I. 28-DAY COMPRESSIVE STRENGTH:

Class Of Concrete	Minimum Maximum Strength Per CY	Minimum Comp. Strength 28-day PSI	Minimum Beam Strength 7-day PSI	Maximum Water Cement	Coarse Aggregate Number
A	5.0	3000	500	6.5	2-3-4

14. ALL STORM DRAINAGE PIPE SHALL BE AS SHOWN ON THE PAVING AND DRAINAGE PLAN.
15. MINIMUM CONCRETE THICKNESS SHALL BE AS SHOWN ON DETAIL ON PAGE 5 OF 8 FOR ALL VALLEY GUTTER AND CONCRETE APRONS WHICH IS IN ACCORDANCE WITH CITY OF WESLACO STANDARDS.
16. EXPANSION JOINTS SHALL BE EXPANSION JOINTS SHALL BE FILLER TYPE (TYP.) HAVING A THICKNESS OF 3/4 INCH.
17. TESTING OF CONCRETE SHALL BE AS DIRECTED BY ENGINEER AND THE CITY OF WESLACO.
18. ANY PAVEMENT, BASE COURSE OR SUBGRADE TESTING THAT FAILS SHALL BE PAID FOR BY THE CONTRACTOR.
19. ALL RIP-RAP CONSTRUCTION IN THE H.S.D.D. No.1 DRAINAGE DITCH SHALL BE IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PAVING/DRAINAGE PLAN,OR, AS OTHERWISE APPROVED BY THE H.C.D.D. No.1 AND COUNTY OF HIDALGO.
20. SHOULD A TRAFFIC PLAN BE REQUIRED, THE CONTRACTOR WILL RETAIN THE SERVICES OF A LICENSED PROFESSIONAL ENGINEER TO PREPARE, SEAL AND SIGN THE TRAFFIC CONTROL PLAN.
21. ENGINEER SHALL PROVIDE ALL OF THE CONSTRUCTION STAKING FOR ALL PUBLIC IMPROVEMENTS.

TRAFFIC SIGN CONTRACTOR SHALL PROVIDE FOR THE FOLLOWS:

1. CONTRACTOR TO PROVIDE FOR BREAK-A-WAY SIGNS (BOLTED AT THE BOTTOM) AND BE PROVIDED WITH SUFFICIENT CONCRETE BASE SO AS TO PREVENT ANY LEANING TO THE SIDE.
2. CONTRACTOR SHALL CONSULT WITH THE CITY AS TO TYPE OF TRAFFIC SIGNS, SIZE OF LETTERING, SIZE OF SIGN (SIGN DIMENSIONS) AND SHALL PROVIDE FOR DIRECTIONAL ARROWS AND BLOCK NUMBERS ON EACH SIGN.
3. ALL SIGNS ATTACHED TO TOP OF SIGN POST MUST BE BOLTED TO THE SIGN.

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF WESLACO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON DECEMBER 05, 2022, IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

Sheet Title:

Project:



David Omar Salinas
Registered Professional
Engineer # 71973

Date: 12/05/22

Scale: 1' = 50'

Designed By: D.O.S.

Drawn By: A.E.

Checked By: D.O.S.

Approved By: D.O.S.

Project No: SP-19-24928

Drawing No: GROVE_SUBD.DWG

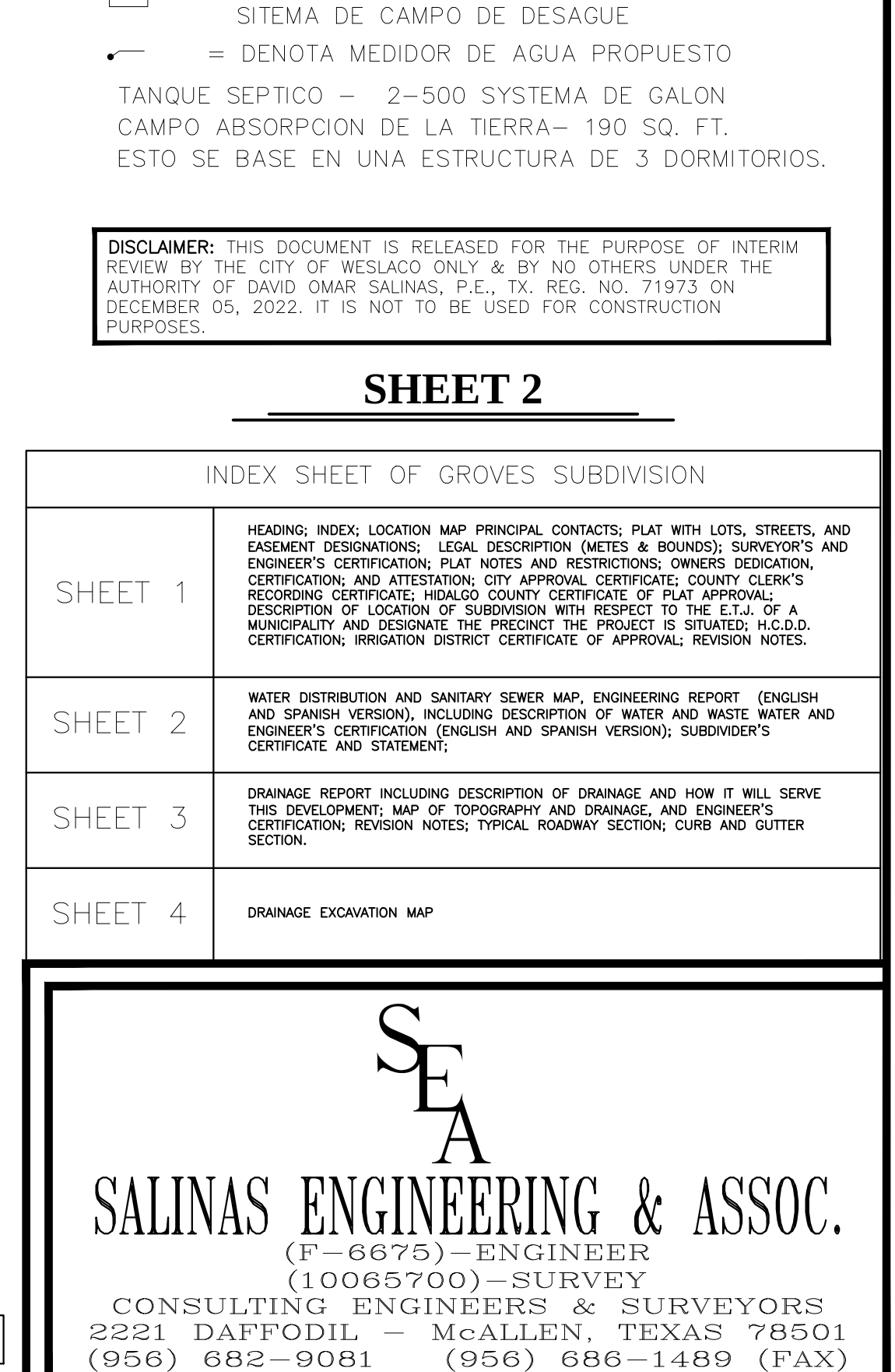
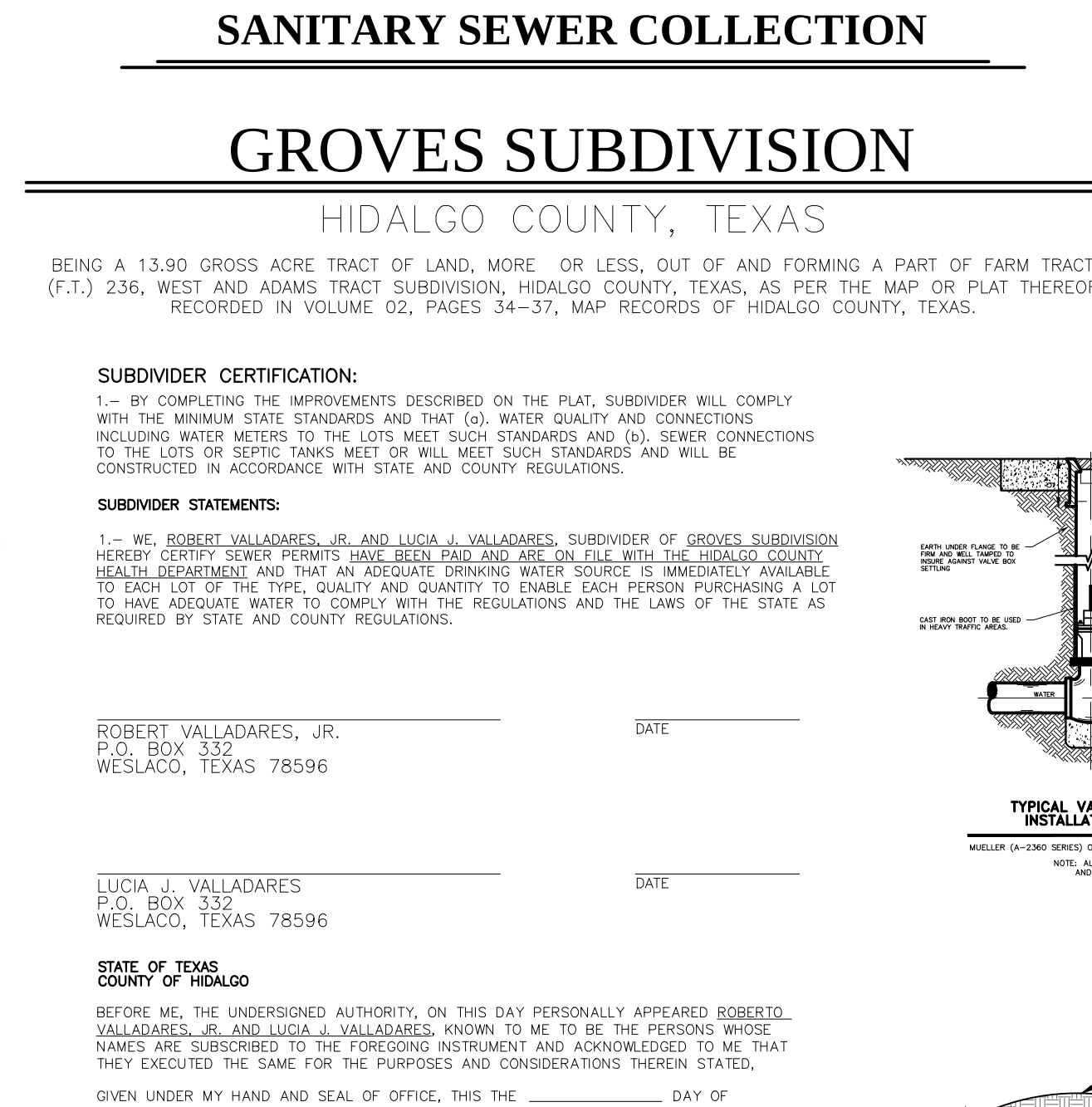
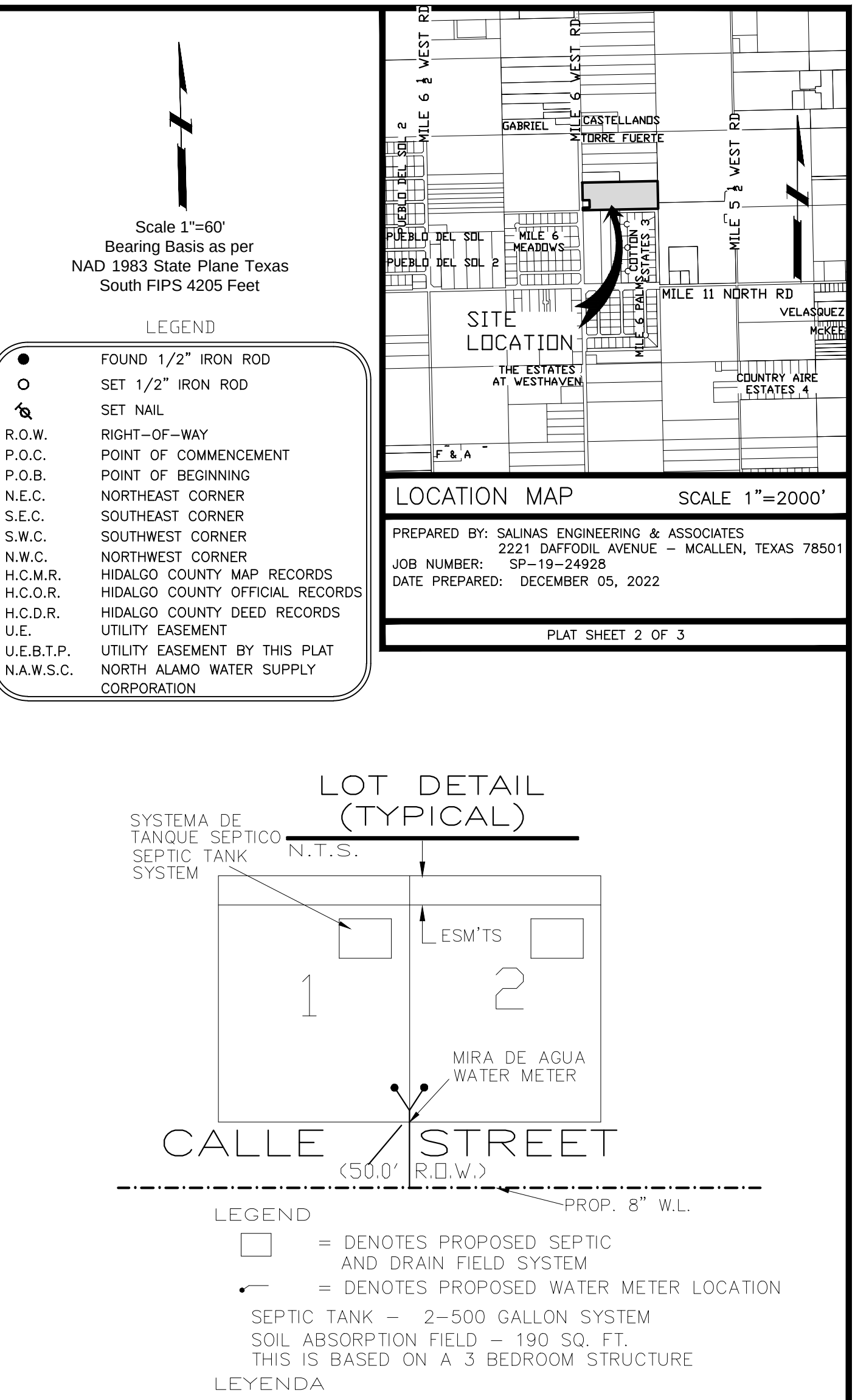
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SEEA
SALINAS ENGINEERING & ASSOC.
(F-6675)-ENGINEER
(10065700)-SURVEY
CONSULTING ENGINEERS & SURVEYORS
22221 DAFFODIL - MCALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

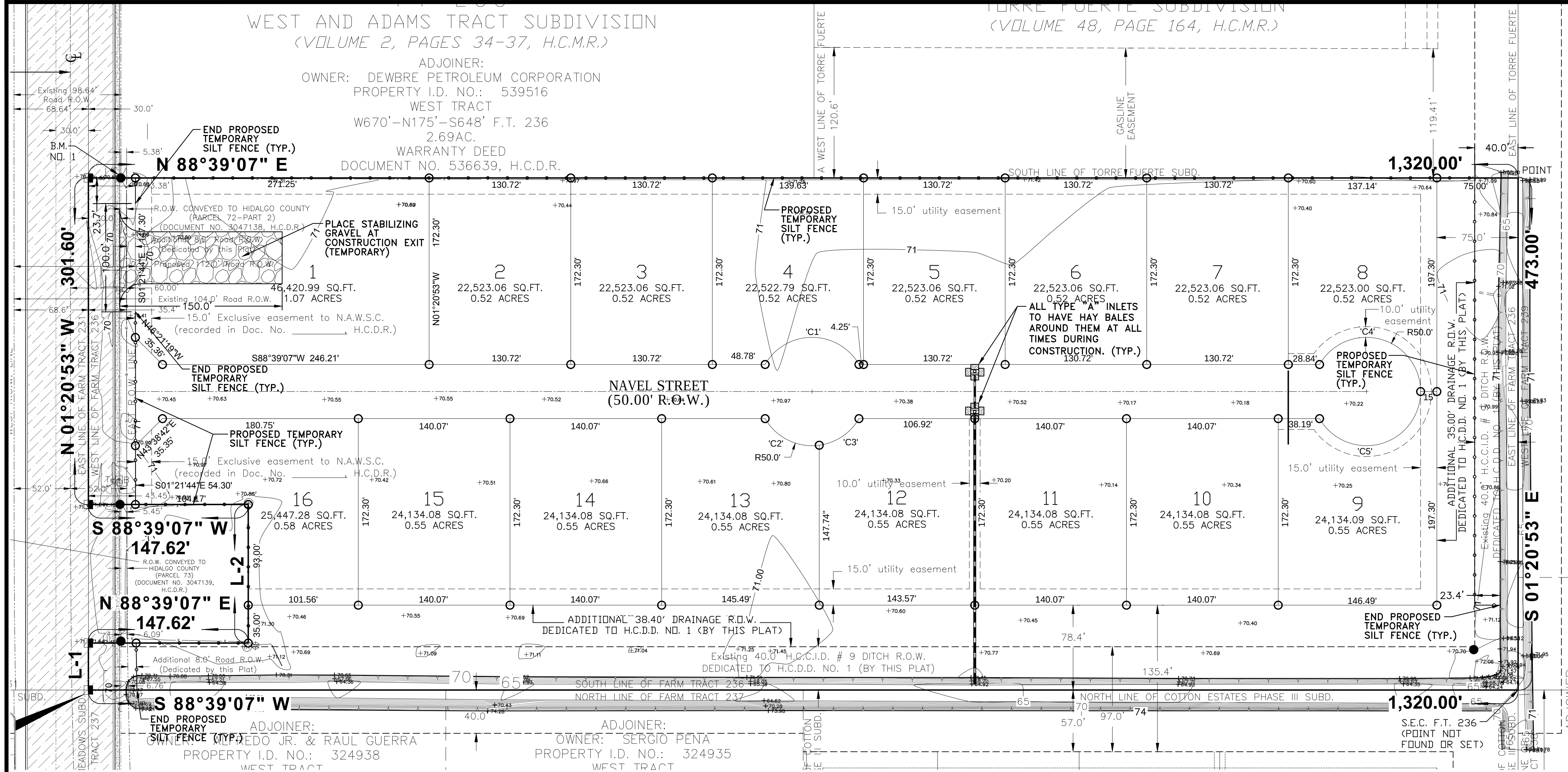
GENERAL NOTES, LEGENDS
AND ABBREVIATIONS

GROVES SUBDIVISION



WEST AND ADAMS TRACT SUBDIVISION
(VOLUME 2, PAGES 34-37, H.C.M.R.)

ADJOINER:
OWNER: DEWBRE PETROLEUM CORPORATION
PROPERTY I.D. NO.: 539516
WEST TRACT
W670'-N175'-S648' F.T. 236
2.69AC.
WARRANTY DEED
DOCUMENT NO. 536639, H.C.D.R.



EROSION GENERAL NOTES:

- IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER OF COMPLIANCE WITH FEDERAL REGULATIONS. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TDEQS) GENERAL PERMIT NO. TXR15000 TO DISCHARGE WASTE FROM CONSTRUCTION SITES ISSUED AND EFFECTIVE MARCH 5, 2003.
- THE STORM WATER POLLUTION PLAN SHOULD ADDRESS THREE GOALS: A) DIVERSION OF UPS LOPE WATER AROUND DISTURBED AREAS OF THE SITE; B) LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND C) REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
- THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST TO (EPA).
- THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EFFECTIVE PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE BY THE OWNER.
- STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES, REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
- AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.
- ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.
- THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR; REGULAR COLLECTION OF WASTE; CONVENIENTLY LOCATED WASTE RECEPTACLES; AND DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.
- THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
- AREAS OF CONSTRUCTIONS ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON PLANS.
- BORROW AREAS IF EXCAVATED SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BE PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP 3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
- ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING THIS INCLUDES ALL DITCHED AND ENBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.
- THE CONTRACTOR SHALL CONSTRUCT A SINGLE STABILIZED CONSTRUCTION EXIT PRIOR TO EXISTING ONTO ANY PAVED ROADWAY.

GENERAL NOTES:

- STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
- THE TOP OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADED OR MECHANICAL TRENCHER, SO THAT THE DOWN SLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN HEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE AS NECESSARY TO PREVENT FLOW UNDER FENCE.
- THE TRENCH MUST BE A MINIMUM OF 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAND IN THE GROUND AND BACKFILLED.
- SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OF TO BACKING SUPPORT WITH IS TURN ATTACHED TO THE STEEL FENCE POST FABRIC SHALL OVERLAP AT ABUTTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
- INSPECTION SHALL BE MADE BI-WEEKLY OR AFTER EACH RAINFALL, REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
- SILT FENCE SHALL BE REMOVED WHEN THE SILT IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IPEDE STORM FLOW OR DRAINAGE.
- ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES, THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2-YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT.

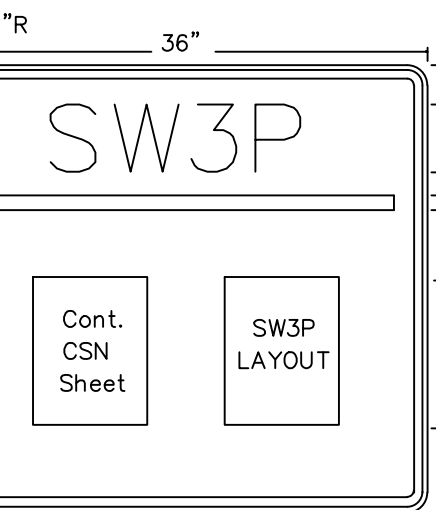
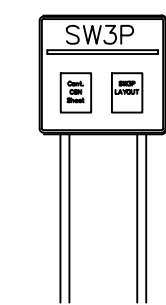
SEDIMENT CONTROL FENCE IS NOT RECOMMENDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN TWO ACRES.

GENERAL NOTES:

- The alphabets and lateral spacing between letters and numerals shall conform with the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways", (TMUTCD) latest edition, and the "Compliant Work Zone Traffic Control Devices List". Lateral spacing of text shall provide a balanced appearance. All materials shall conform to Department Specifications.
- Legend and border may be applied by reverse screening process with transparent colored ink, cut-out white reflective sheeting applied to colored background or combination thereof. Background shall be reflective sheeting Type C.
- CSN Sheets will be laminated and attached to the sign with an adhesive. Ensure sheets remain dry.(See Figure 1).
- SW3P Signs should be placed just inside the ROW line at the project limits at a readable height. It may be placed perpendicular or parallel to ROW line. If the sign cannot be placed outside the clear zone, it will be mounted per TMUTCD requirements.
- Final location of the signs will be as approved by the Engineer.

Sign Dimensions
36" X 36"

Letters - White
Numbers - White
Border - White
Background - Blue



SW3P SIGN

Contractor
Construction Site Note
(CSN)

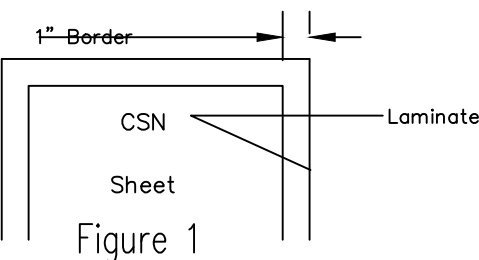


Figure 1

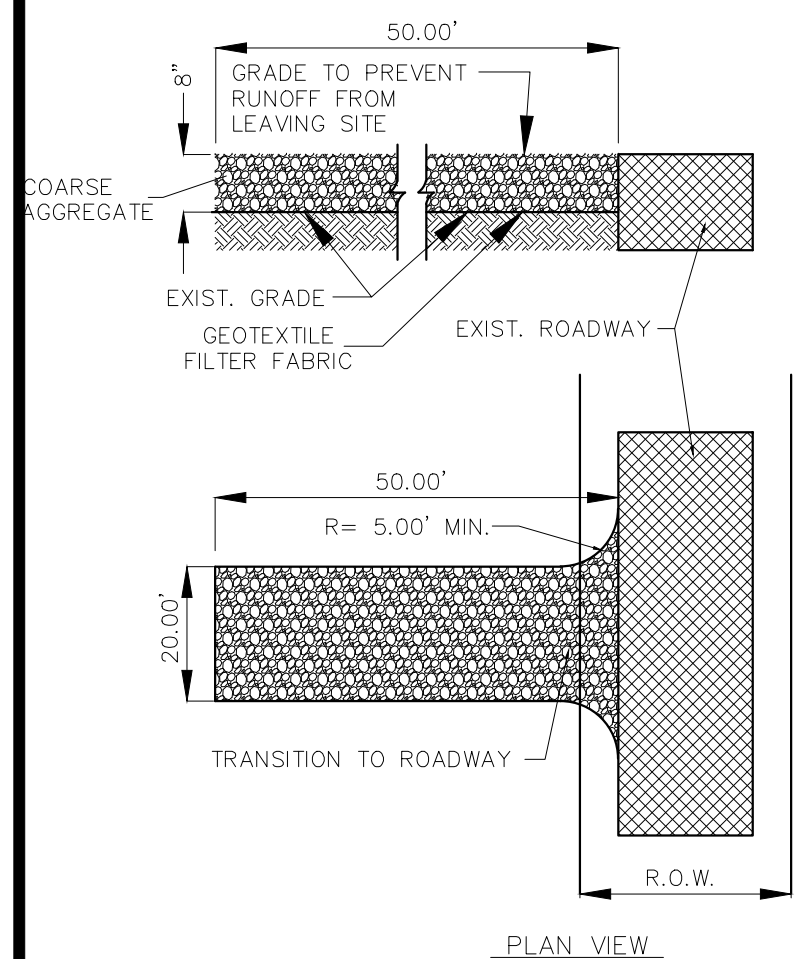
DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF WESLACO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON DECEMBER 05, 2022. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

NOTES:

- STONE SHALL BE 3 TO 5 INCH DIA. CRUSHED ROCK OR ACCEPTABLE CRUSHED CEMENT CONCRETE.
- CLEAR ALL VEGETATION, ROOTS AND ALL OTHER OBSTRUCTIONS IN PREPARATION FOR GRADING.
- PRIOR TO PLACING GEOTEXTILE FILTER FABRIC MAKE SURE THAT THE ENTRANCE IS PROPERLY GRADED AND COMPACTED.
- GEOTEXTILE FILTER FABRIC LINING UNDER CONSTRUCTION EXIT STONE. IF GEOTEXTILE FILTER FABRIC HAS BEEN DAMAGED IT SHALL BE REMOVED AND REPLACED.
- WHEN NECESSARY VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN DITCH OR WATERCOURSE USING APPROVED METHODS.
- THE ENTRANCE SHALL BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRED PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PAVEMENT SURFACES, MUST BE REMOVED IMMEDIATELY.

STABILIZED CONSTRUCTION EXIT

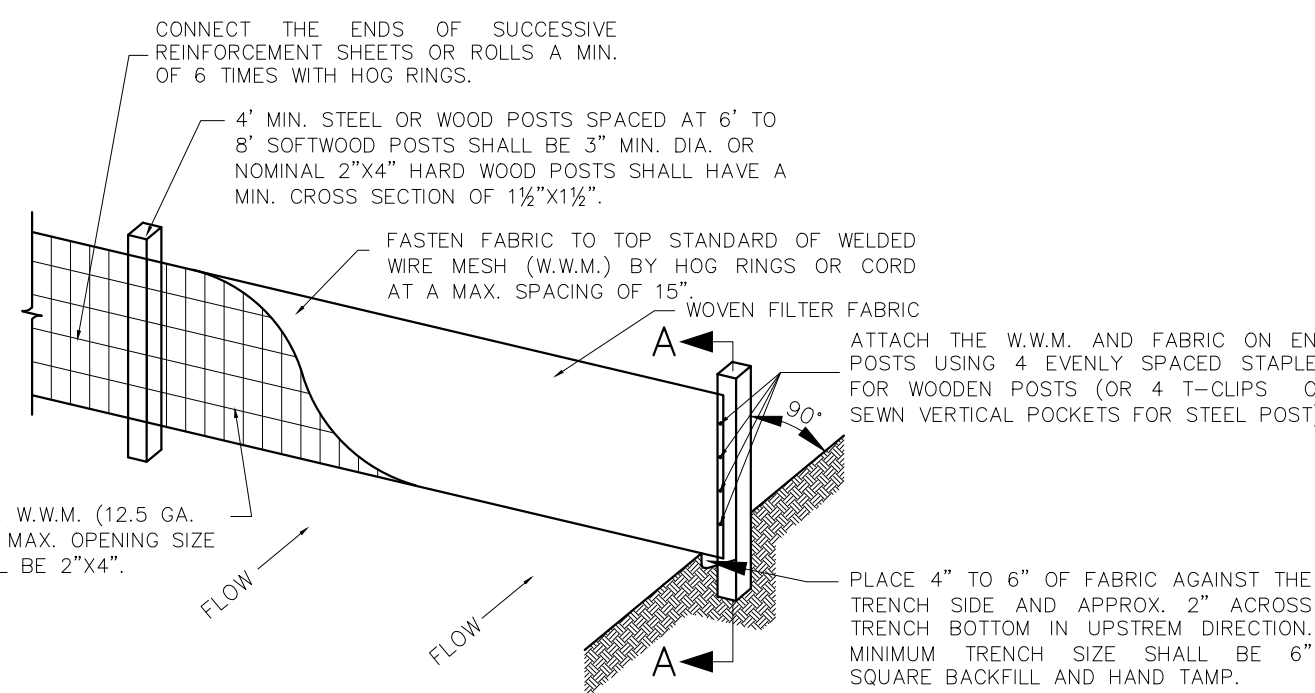
N.T.S.



PLAN VIEW

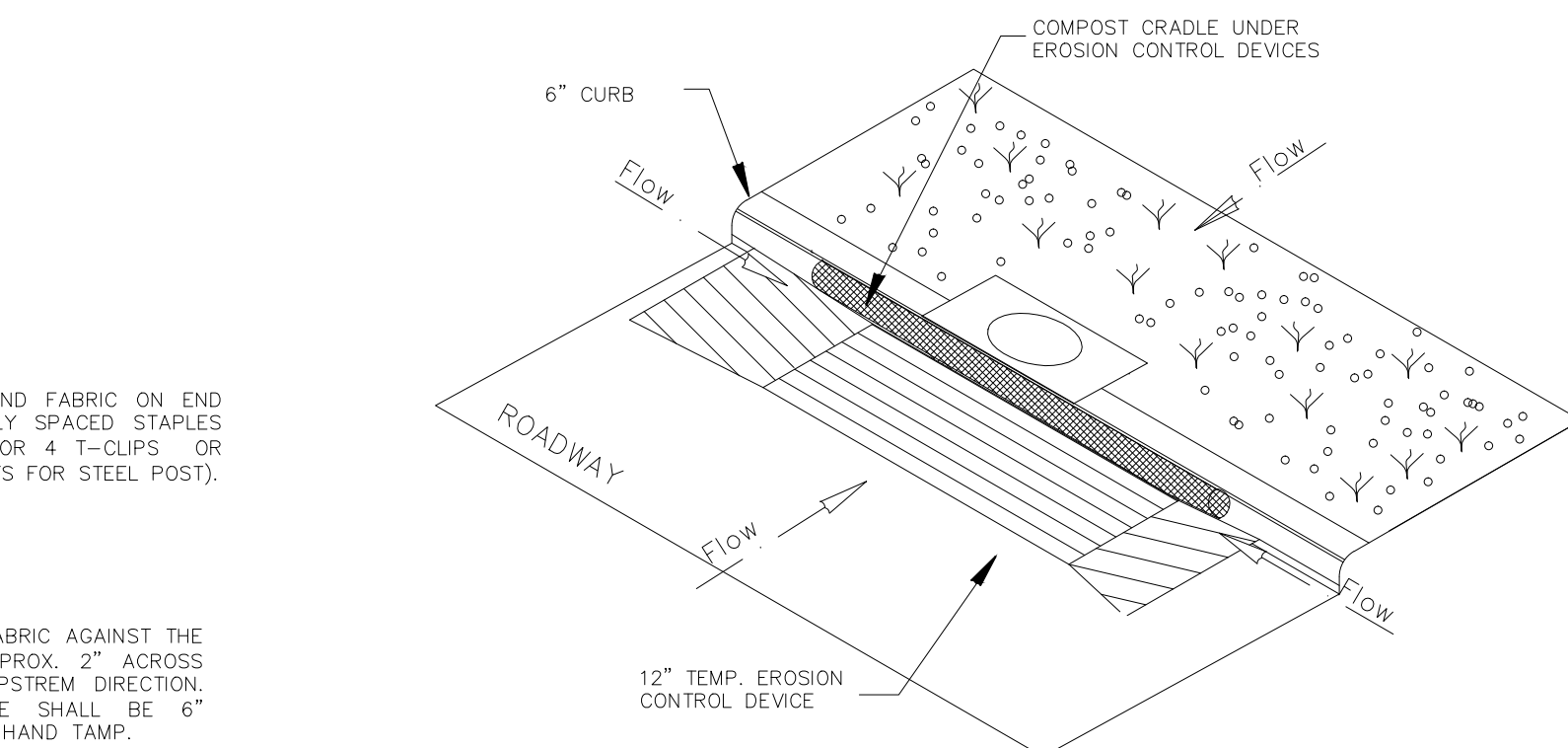
TEMPORARY SEDIMENT CONTROL FENCE

N.T.S.



CURB INLET SEDIMENT TRAP

N.T.S.

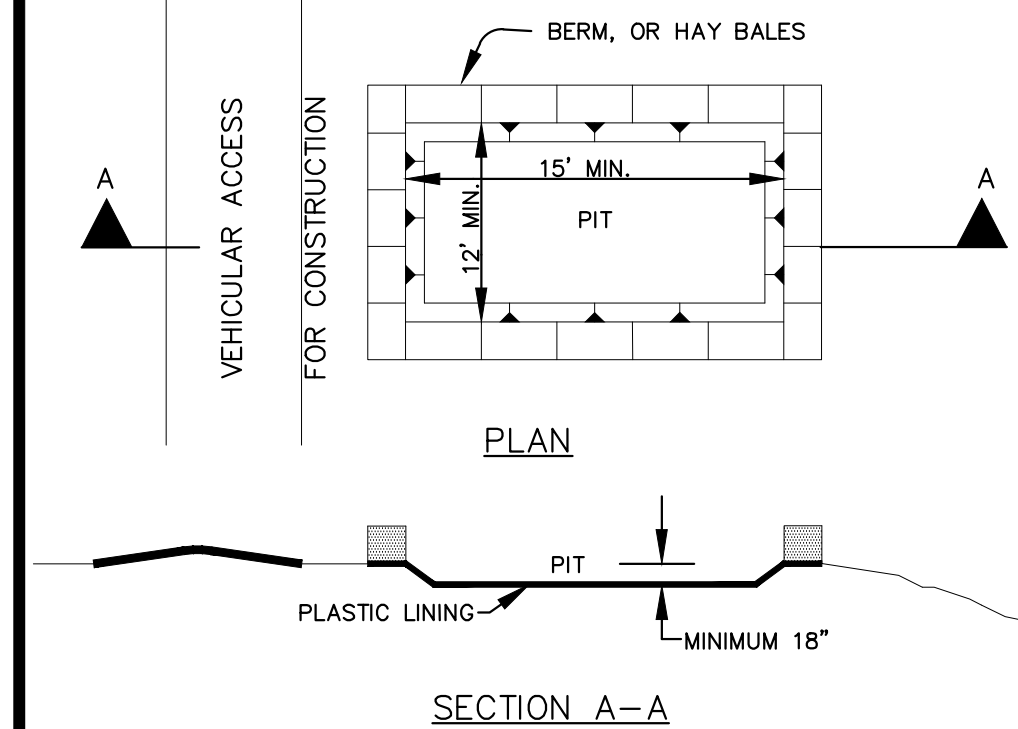


NOTES:

- The plastic lining should be free of tears or holes that allow the washwater to escape.
- If hay bales are used, they shall be placed in accordance with details shown on Exhibit for hay bales.
- Washout pit shall be located in an area easily accessible to construction traffic.
- Washout pit shall not be located in areas subject to inundation from storm water runoff.

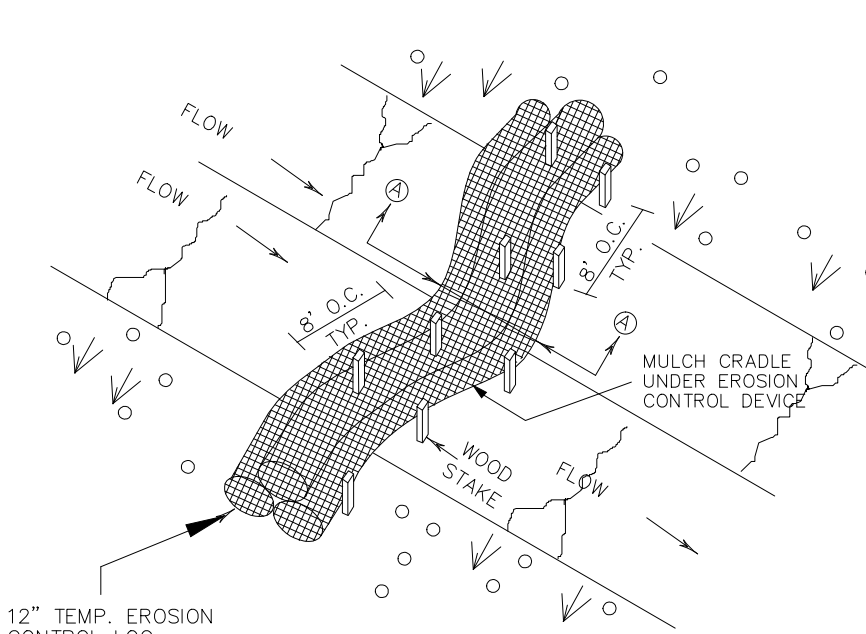
CONCRETE TRUCK WASHOUT PIT

N.T.S.



DITCH LINE SEDIMENT TRAP

N.T.S.



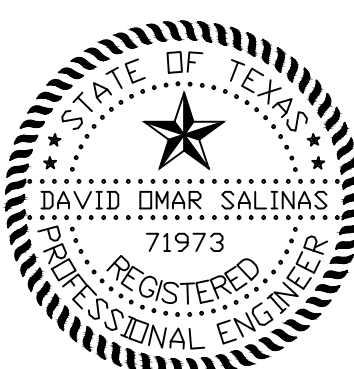
SEA
SALINAS ENGINEERING & ASSOC.
(F-6675)-ENGINEER
(10065700)-SURVEY
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL - MCALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

**STORM WATER POLLUTION
PREVENTION PLAN**

Sheet Title:

GROVES SUBDIVISION

Project:



David Omar Salinas
Registered Professional Engineer # 71973

Date: 12/05/22

Scale: 1" = 60'

Designed By: D.O.S.

Drawn By: A.E.

Checked By: D.O.S.

Approved By: D.O.S.

Project No: SP-19-24928

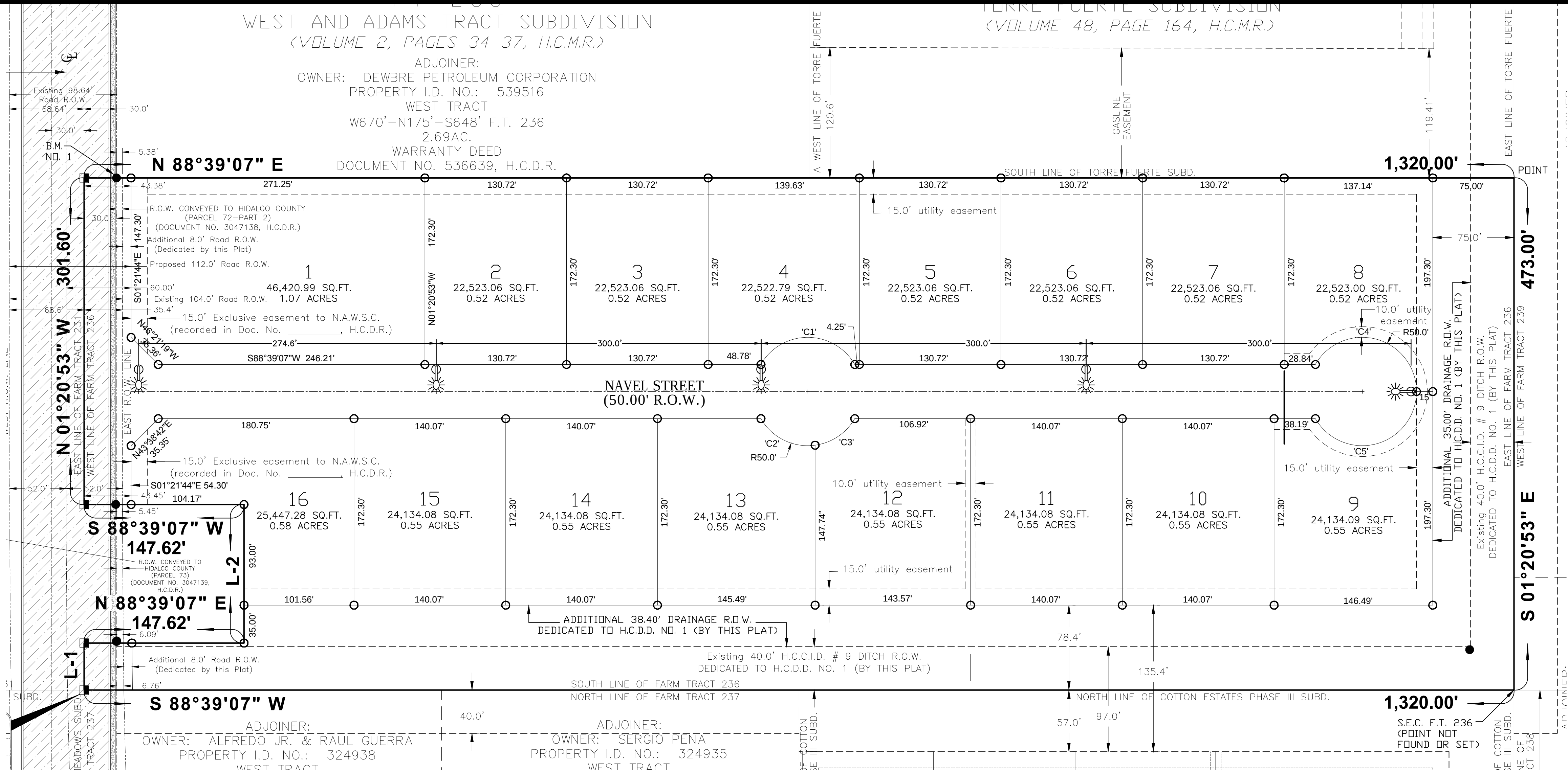
Drawing No: GROVE_SUBD.DWG

Sheet of 8

WEST AND ADAMS TRACT SUBDIVISION
(VOLUME 2, PAGES 34-37, H.C.M.R.)

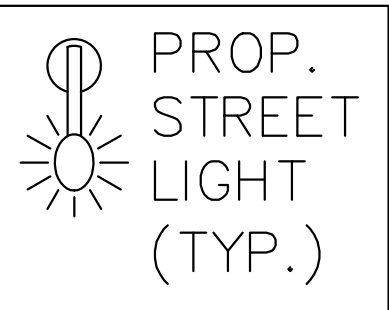
ADJOINER:
OWNER: DEWBRE PETROLEUM CORPORATION
PROPERTY I.D. NO.: 539516
WEST TRACT
W670'-N175'-S648' F.T. 236
2.69AC.
WARRANTY DEED
DOCUMENT NO. 536639, H.C.D.R.

TORRE FUERTE SUBDIVISION
(VOLUME 48, PAGE 164, H.C.M.R.)



Scale 1"=60'
Bearing Basis as per
NAD 1983 State Plane Texas
South FIPS 4205 Feet

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
H.C.D.R.	HIDALGO COUNTY DEED RECORDS
U.E.	UTILITY EASEMENT
U.E.B.T.P.	UTILITY EASEMENT BY THIS PLAT
N.A.W.S.C.	NORTH ALAMO WATER SUPPLY CORPORATION



SEA
SALINAS ENGINEERING & ASSOC.
(F-6675)-ENGINEER
(10065700)-SURVEY
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL - McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

STREET LIGHT LAYOUT

Sheet Title:

GROVES SUBDIVISION

Project:



David Omar Salinas
Registered Professional
Engineer # 71973

Date: 12/05/22

Scale: 1' = 60'

Designed By: D.O.S.

Drawn By: A.E.

Checked By: D.O.S.

Approved By: D.O.S.

Project No: SP-19-24928

Drawing No: GROVE_SUBD.DWG

Sheet 8 of 8

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM
REVIEW BY THE CITY OF WESLACO ONLY & BY NO OTHERS UNDER THE
AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON
DECEMBER 05, 2022. IT IS NOT TO BE USED FOR CONSTRUCTION
PURPOSES.



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6206	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Final Plat for White Rose Subdivision—being a 4.644-acre tract of land out of Farm Tract 31, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located North of the intersection of Dolores Huerta & Bridge and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed two (2) lot subdivision is located inside the City of Weslaco. This subdivision is being serviced with water by the City of Weslaco Company through an 18" waterline and sewer by City of Weslaco services through an 8" sewer line. The property is within a Flood Zone "B". Final Plat was previously approved by the City Commission on October 19, 2021.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: The City Commission previously approved the final subdivision plat on October 19, 2021.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval at the regular meeting on January 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Planning and Zoning Commission and staff.			
Staff Recommendation: Staff recommends approval of the Final plat.			
Attachments, if any: White Rose- Memo, WHITE ROSE - Application and Drianage Report, White Rose - Aerial, WHITE ROSE SHEET Plat			
Responsibilities upon Approval: Staff will advise applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: White Rose - Final Plat

DATE: January 10, 2023

The proposed use for the 2-lot subdivision will be for commercial and apartment development. The developer is not requesting any variance for subdivision. At final plat consideration the Planning & Zoning Commission requested an additional 15' right-of-way dedication on Bridge Avenue and the developer has provided updated plats sheets with the appropriate dedication. The City Commission previously approved the subdivision final plat on October 19, 2021 and is now trying to proceed with recording of the development. The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM



SUBDIVISION PLATTING APPLICATION

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

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

FILE NO. _____

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

STAFF USE ONLY

☐ Single Lot Variance ☐ Minor Plat ☐ Planned Unit Development ☐ Standard Subdivision

GENERAL INFORMATION

Name of Subdivision: White Rose Subdivision

Location: Approximately 2000 feet North of Intersection of Frontage Road and Bridge Ave.

Legal Description: 4.644 acre tract out of Farm Tract 31, West Tract Subdivision as recorded in Vol 2 page 34, HCMR.

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: Commercial

Existing Land Use: Commercial Proposed Land Use: Commercial/Multi Family

Number of Lots Proposed: 2 Gross Acreage: 4.644ac

Title Report Submitted: ☐ YES ☐ NO

OWNER INFORMATION

Owner's Name: Raul Guerra Telephone: 956-429-8434

Address: 621 Tierra Prometida

Fax: _____

City: Weslaco State: TEXAS Zip: 78599 E-mail: _____

ENGINEER INFORMATION

Name: Juan Alonzo, P.E. Telephone: 956-294-1241

Address: 50 N. Vermont Ave. Suite C

Fax: _____

City: Mercedes State: Tx Zip: 78570 E-mail: jalonzo@altexeng.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 _____	☐ YES ☒ NO Gas Utility	☒ YES ☐ NO Cable Utility
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Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>HCDD1</u>	☒ YES ☐ NO Irrigation District <u>HCCID9</u>
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Has the property been assessed as flat rate irrigable property: ☐ YES ☒ NO

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

- ☒ Two (2) sets of plats **folded and stapled** (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov
- ☒ \$350.00 Planning Review fee
- ☒ One 11" X 17" reduced copy of plat
- ☒ Plat Layout
 - ☒ Existing & Proposed Easements
 - ☒ Existing & Proposed ROW
 - ☒ Existing & Proposed Drainage Easements
 - ☒ Contours
 - ☒ Flood Zones
 - ☒ Adjoiners
 - ☒ Existing street names
- ☒ Drainage plans and calculations with engineer's seal
 - ☒ Elevations
 - ☒ Flood directional arrows
 - ☒ Detention areas
 - ☒ Street names
- ☒ Proof of ownership of the property
- ☒ If septic tank system required, submit soil evaluation report
- ☒ Water Rights associated with the property
- ☒ Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

- ☒ Twelve (12) sets of preliminary plat **folded and stapled** (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov
- ☒ \$350.00 (one time fee for preliminary and final plat)
- ☒ One 11" X 17" reduced copy of plat
- ☒ Plat Layout
 - ☒ Existing & Proposed Easements
 - ☒ Existing & Proposed ROW
 - ☒ Existing & Proposed Drainage Easements

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

- ☒ Contours
- ☒ Flood Zones
- ☒ Adjoiners
- ☒ Existing & Proposed street names
- ☒ Utility Layout
- ☒ Existing & Proposed Utilities
- ☒ Proposed Fire Hydrants
- ☒ Adjoiners
- ☒ Street names
- ☒ Drainage plans and calculations with engineer's seal
- ☒ Elevations
- ☒ Flood directional arrows
- ☒ Detention areas
- ☒ Street names
- ☒ Proof of ownership of the property
- ☒ If septic tank system required, submit soil evaluation report
- ☒ Water Rights associated with the property
- ☒ Tax Receipt for all taxing entities showing that taxes are paid in full
- ☒ Number of fire hydrants proposed for subdivision
- ☒ Trip Generation Worksheet

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 1/2 x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

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

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: RAUL GUERRA

Owner Signature:  Date: 06-16-2021

Juan Alonzo Altex Engineering is the authorized agent

Authorized Agent Signature:  Date: 08-05-21

Authorized Agent Printed Name: Juan Alonzo Sr

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

Preliminary Subdivision Review Date: _____

General Comments: _____

GENERAL PLAT NOTES & RESTRICTIONS:

1. THE SUBJECT TRACT LIES IN "ZONE B". AREAS DETERMINED TO BE BETWEEN THE LIMITS OF 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, AS PER F.E.M.A. F.I.R.M. COMMUNITY PANEL 480349 0005 B, MARCH 4, 1980.

2. SETBACKS:

MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS: COMMERCIAL FRONT YARD THERE SHALL BE A FRONT YARD ALONG THE FRONT LINE OF THE LOT.

I. CORRIDORS IDENTIFIED ON THE HIDALGO COUNTY THOROUGHFARE MAP: THE MINIMUM DEPTH OF A FRONT YARD ONE FOOT BACK FROM PROPERTY LINE FOR EACH TWO FEET IN BUILDING HEIGHT, NOT TO EXCEED ONE-HALF OF THE WIDTH OF THE ABUTTING DEDICATED RIGHT-OF-WAY OR IN LINE WITH THE MAJORITY SETBACK OF EXISTING STRUCTURES ALONG THE SAME BLOCK, WHICHEVER IS GREATER.

II. ALL OTHER CORRIDORS: THE MINIMUM SETBACK SHALL BE 20 FEET.
b. SIDE YARDS: THERE SHALL BE A SIDE YARD OF NOT LESS THAN FIVE FEET, EXCEPT THAT ON A CORNER LOT, THE SIDE YARD ON A STREET SIDE SHALL BE TEN FEET.
c. REAR YARD: THE REAR YARD SETBACK LINE SHALL BE TEN FEET

MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS: APARTMENTS.

FRONT YARD: 20 FEET

SIDE YARD: 5 FEET OR EASEMENT WIDTH (WHICHEVER IS GREATER)

REAR YARD: 15 FEET OR EASEMENT WIDTH (WHICHEVER IS GREATER)

3. MINIMUM FINISH FLOOR NOTE:
FINISHED FLOOR ELEVATIONS ESTABLISHED MUST BE HIGHER THAN 69.5 FEET OR 18" ABOVE TOP OF CURB OR CENTER LINE OF STREET, WHICHEVER IS GREATER, MEASURED FROM THE CENTER OF THE LOT.

4. BENCHMARK NOTE:
1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT; ELEVATION 68.20 (NAVD 88)

5. DRAINAGE EASEMENTS NOTE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 36,310 CF. (0.83 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEIN GREATER THAN THE ENGINEER CONSIDERED FOR HIS CALCULATION OF THIS SUBDIVISION. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE EASEMENT. REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT.

6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCE, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS, THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

7. POTABLE WATER SHALL BE PROVIDED BY CITY OF WESLACO

8. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL UTILITIES AND ARE IN PLACE.

9. ALL SANITARY SEWER AND WATER CONNECTION SHALL BE PROPERLY MARKED ON CURB.

10. LANDSCAPING IS REQUIRED PER CITY ORDINANCE.

11. STREET LIGHTS SHALL BE LOCATED AT MINIMUM OF EVERY 300 FEET AS REQUIRED PER CITY ORDINANCE.

12. STORM WATER POLLUTION PREVENTION PLAN REQUIRED PRIOR TO CONSTRUCTION.

13. A 5 FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETERS UPON ISSUANCE OF BUILDING PERMIT.

LEGEND

- FOUND 1/2" IRON ROD
- X— EXIST. HOGWIRE FENCE
- ⊗ EXIST. POWER POLE
- ⊕ EXIST. TELEPHONE PEDESTAL
- OH— EXIST. OVERHEAD POWER LINE
- W— EXIST. WATER LINE
- S— EXIST. SANITARY SEWER LINE
- SS— PROP. SANITARY SEWER LINE
- ⊙ EXIST MANHOLE
- ⊕ PROP. MANHOLE
- ⊕ EXIST. WATER METER
- ⊕ PROP. CLEAN OUT
- ⊕ EXIST. FIRE HYDRANT
- ⊕ EXIST. WATER VALVE
- EXIST. CURB INLET

SCALE: 1" = 50'

PRINCIPAL CONTACTS				
	NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE
OWNER(S):	RAUL GUERRA	621 TIERRA PROMETIDA	WESLACO, TX 78596	(956) 300-XXXX
ENGINEER:	JUAN ALONZO, JR.	50 N. VERMONT AVE. SUITE C	MERCEDES, TX 78570	(956) 294-1241
SURVEYOR:	REYNALDO ROBLES	P.O. BOX 476 107 W. HUISACHE ST.	WESLACO, TX 78596	(956) 969-3422

BEING 4.644 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 31, WEST TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS, AND SAID 4.644 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID FARM TRACT 31 AND THE CENTERLINE OF MILE 4 1/2 WEST ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED, SAID POINT BEING DESCRIBED AS POINT OF COMMENCEMENT; SAID POINT OF COMMENCEMENT BEARS NORTH 422.39 FEET FROM THE SOUTHWEST CORNER OF SAID FARM TRACT 31, SAID POINT BEING DESCRIBED AS POINT OF BEGINNING;

THENCE, NORTH, 229.61 FEET, WITH THE WEST LINE OF SAID FARM TRACT 31 AND THE CENTERLINE OF SAID MILE 4 1/2 WEST ROAD, TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHWEST CORNER OF A 0.703 ACRE TRACT DESCRIBED IN DOCUMENT #3133384, OF THE HIDALGO COUNTY OFFICIAL RECORDS AND A CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST, WITH THE SOUTH LINE OF SAID 0.703 ACRE TRACT, PASSING AT A DISTANCE OF 25.00 FEET A 1/2 - INCH IRON ROD FOUND FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID MILE 4 1/2 WEST ROAD, PASSING AT A DISTANCE OF 30.00 FEET A 1/2 - INCH IRON ROD FOUND ON-LINE FOR REFERENCE AND CONTINUING FOR A TOTAL DISTANCE OF 262.00 FEET TO A 1/2 - INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 0.703 ACRE TRACT AND AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH, 115.00 FEET, WITH THE EAST LINE OF SAID 0.703 ACRE TRACT TO A 1/2 - INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 0.703 ACRE TRACT AND AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, WEST, WITH THE NORTH LINE OF SAID 0.703 ACRE TRACT, PASSING AT A DISTANCE OF 232.00 FEET A 1/2 - INCH IRON ROD FOUND ON-LINE FOR REFERENCE, PASSING AT A DISTANCE OF 237.00 FEET A 1/2 - INCH IRON ROD FOUND FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID MILE 4 1/2 WEST ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 262.00 FEET TO A COTTON PICKER SPINDLE FOUND ON THE WEST LINE OF SAID FARM TRACT 31 AND THE CENTERLINE OF SAID MILE 4 1/2 WEST ROAD FOR THE NORTHWEST CORNER OF SAID 0.703 ACRE TRACT AND A CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH, 25.00 FEET WITH THE WEST LINE OF SAID FARM TRACT 31, THE EAST LINE OF FARM TRACT 30 AND THE CENTERLINE OF OF MILE 4 1/2 WEST ROAD TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST, WITH THE SOUTH LINE OF SAID 3.00 ACRE TRACT DESCRIBED IN DOCUMENT #588407, HIDALGO COUNTY OFFICIAL RECORDS, PASSING AT A DISTANCE OF 25.00 FEET 1/2 - INCH IRON ROD FOUND FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID MILE 4 1/2 WEST ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 628.60 FEET TO A 1/2 - INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 3.00 ACRE TRACT AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 00°03'54" EAST, 369.61 FEET, WITH THE WEST LINE OF TRACT OF LAND DESCRIBED IN DOCUMENT #457743, HIDALGO COUNTY OFFICIAL RECORDS TO A 1/2 - INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, WEST, WITH THE NORTH LINE OF A 3.11 ACRE TRACT DESCRIBED IN DOCUMENT #3090003, HIDALGO COUNTY OFFICIAL RECORDS, PASSING AT A DISTANCE OF 604.02 FEET A 1/2 - INCH IRON ROD FOUND FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID MILE 4 1/2 WEST ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 692.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.644 ACRES OF LAND MORE OR LESS.

CITY OF WESLACO

I, THE UNDERSIGNED, MAYOR TO 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
DAVID SUAREZ

DATE

CITY SECRETARY, CITY OF WESLACO

DATE

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

CHAIRPERSON, PLANNING AND ZONING COMMISSION

DATE

HIDALGO COUNTY DRAINAGE DISTRICT
NUMBER ONE

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

DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 9

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 9

DATED THIS _____ DAY OF _____, 2021.

1. NO IMPROVEMENTS OF ANY KINDS SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHTS-OF-WAYS AND/OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. #9.

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

3. H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR THE STORMDRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.

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

GENERAL MANAGER

DATE

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THE PLAT, AND DESIGNATED HEREIN AS "WHITE ROSE SUBDIVISION" TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

RAUL GUERRA
621 TIERRA PROMETIDA
WESLACO, TX 78596

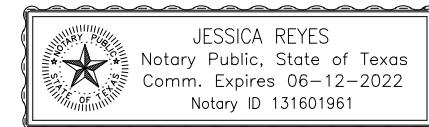
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC, PERSONALLY APPEARED,

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 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_____



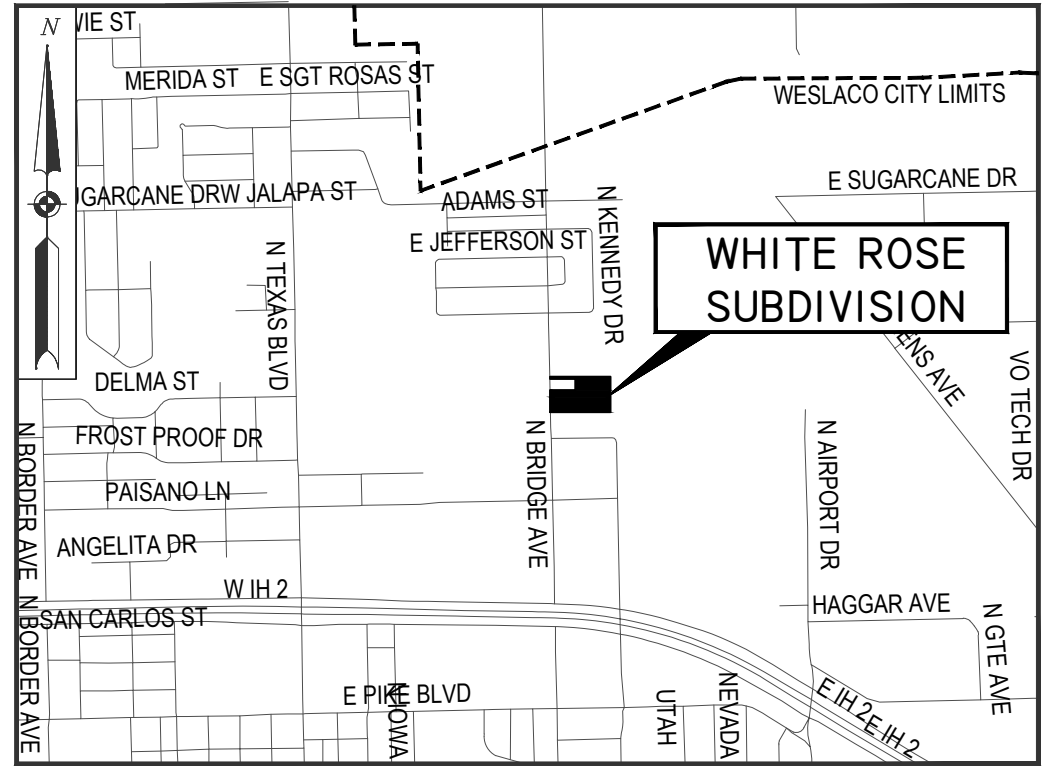
JESSICA REYES- NOTARY PUBLIC

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

ON _____ AT _____ AM/PM.

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

BY: _____ DEPUTY



VICINITY MAP
SCALE: 1" = 2000'

SURVEYORS CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND MY SUPERVISION.

REGISTERED PROFESSIONAL SURVEYOR NO. 4032
REYNALDO ROBLES, R.P.L.S.
107 W. HUISACHE ST.
WESLACO, TX 78596.
(956) 968-2422



ENGINEERS CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

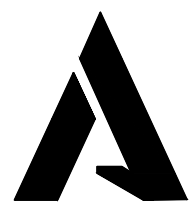
LICENSED PROFESSIONAL ENGINEER NO. 130035
ALTEX ENGINEERING
DATE: 6-4-21
50 N. VERMONT AVE, SUITE C
MERCEDES, TEXAS 78570
(956) 294-1241



WHITE ROSE
SUBDIVISION
PRELIMINARY PLAT

BEING 4.644 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 31, WEST TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS.

SCALE: 1" = 50' DATE: JUNE 4, 2021



ALTEX ENGINEERING
50 N. VERMONT AVE, SUITE C
MERCEDES, TEXAS 78570
(956) 294-1241
TPE FIRM REGISTRATION NO. F-19737

SHEET
1 OF 2

LEGEND

- FOUND 1/2" IRON ROD
- X- EXIST. HOGWIRE FENCE
- ⊗ EXIST. POWER POLE
- ⊕ EXIST. TELEPHONE PEDESTAL
- OH- EXIST. OVERHEAD POWER LINE
- W- EXIST. WATER LINE
- S- EXIST. SANITARY SEWER LINE
- SS- PROP. SANITARY SEWER LINE
- ⊙ EXIST MANHOLE
- ⊙ PROP. MANHOLE
- ⊙ EXIST. WATER METER
- ⊙ PROP. CLEAN OUT
- ⊙ EXIST. FIRE HYDRANT
- ⊙ EXIST. WATER VALVE
- EXIST. CURB INLET

SCALE: 1" = 60'

SECTION

PLAN

DOMESTIC WATER SERVICE CONNECTION DETAIL, TYP.

FIRE HYDRANT CONNECTION DETAIL, TYP.

PLAN VIEW

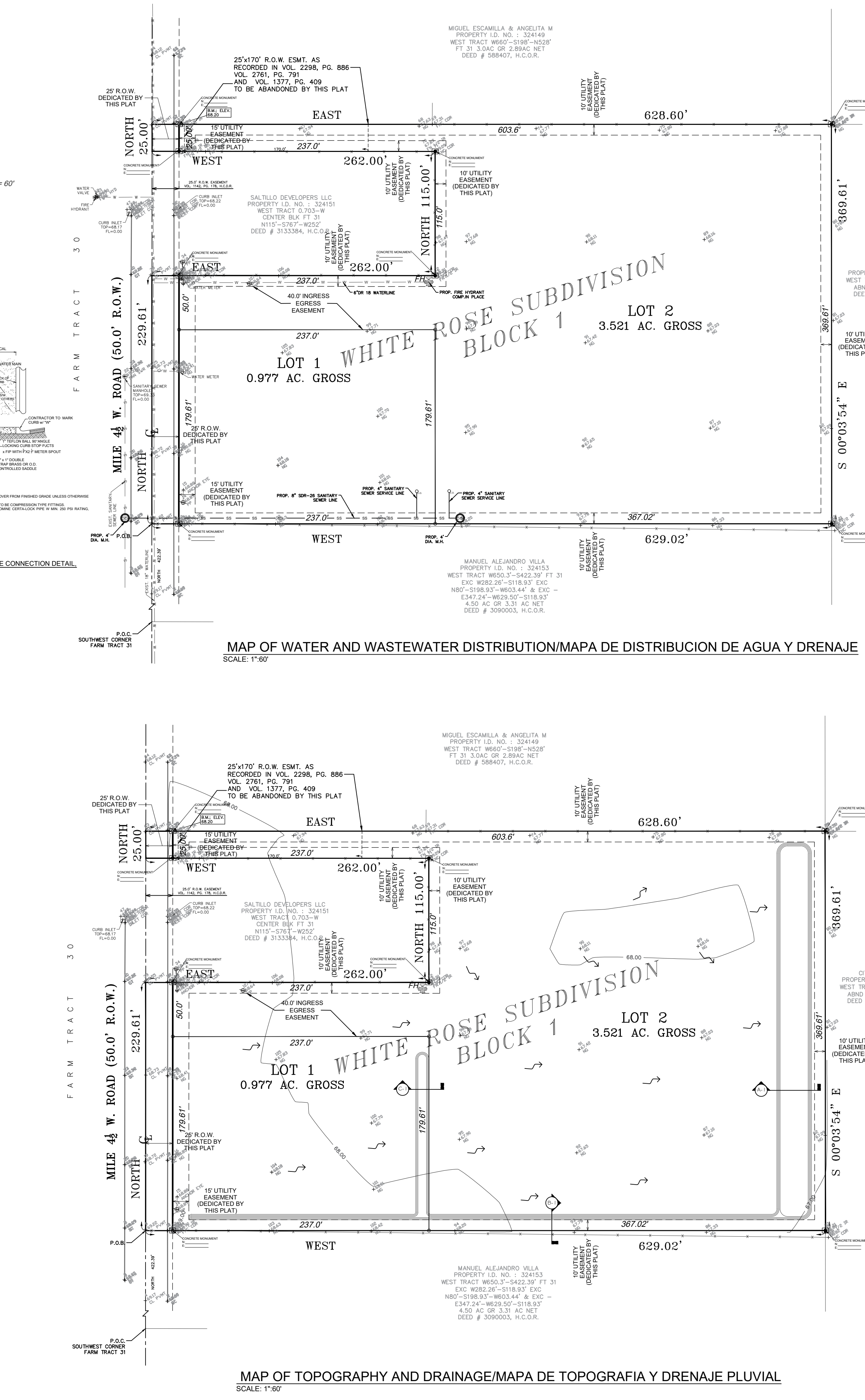
SANITARY SEWER CONNECTION DETAIL, TYP.

DETENTION POND DETAIL SCALE: N.T.S.

DETENTION POND DETAIL SCALE: N.T.S.

DETENTION POND DETAIL SCALE: N.T.S.

DETENTION POND DETAIL SCALE: N.T.S.



WHITE ROSE SUBDIVISION:

A 4.644 ACRE TRACT OF LAND, BEING OUT OF FARM TRACT 31, WEST TRACT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.

PRELIMINARY ENGINEERING REPORT FOR WHITE ROSE SUBDIVISION

WATER SUPPLY: DESCRIPTION

WHITE ROSE SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE CITY OF WESLACO. SUBDIVIDER AND CITY OF WESLACO HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF WESLACO HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND CITY OF WESLACO HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY OF AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION.

CITY OF WESLACO HAS AN EXISTING 18" DIAMETER WATERLINE AT THE WEST SIDE OF THE PROPERTY RUNNING ALONG MILE 4 1/2 WEST ROAD.

FROM THE EXISTING WATER LINE, THERE ARE TWO (2) EXISTING 3" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE WATER METER BOXES FOR EACH LOT.

SEWAGE FACILITIES: DESCRIPTION

WHITE ROSE SUBDIVISION WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF WESLACO. THE SUBDIVIDER AND CITY OF WESLACO HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF WESLACO HAS PROMISED TO TREAT WASTEWATER SUPPLIES FOR AT LEAST 30 YEARS AND CITY OF WESLACO HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

CITY OF WESLACO HAS AN EXISTING SEWER LINE RUNNING ALONG THE WEST SIDE OF MILE 4 1/2 WEST. THIS LINE IS ON THE WEST SIDE OF WHITE ROSE SUBDIVISION.

THE WASTEWATER SYSTEM FOR WHITE ROSE SUBDIVISION CONSISTS OF A 8" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING SANITARY SEWER LINE ON MILE 4 1/2 WEST. THIS LINE WILL EXTEND APPROXIMATELY 310' THROUGH THE UTILITY EASEMENT ALONG THE SOUTHERN BOUNDARY OF THE SUBDIVISION. THE PROPOSED 8" SEWER LINE WILL END AT LOT 2 WITH A 4" DIAMETER MANHOLE AT THIS LOCATION. THE LOTS WILL BE SERVICED BY (2) 4" SANITARY SEWER CONNECTIONS.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

LICENSED PROFESSIONAL ENGINEER NO. 130035
ALTEX ENGINEERING
DATE: 6-4-21
50 N. VERMONT AVE, SUITE C
MERCEDES, TEXAS 78570
(956) 294-1241

STATE OF TEXAS
JUAN ALONZO JR.
130035
LICENSED PROFESSIONAL ENGINEER

DRAINAGE STATEMENT FOR WHITE ROSE SUBDIVISION-HIDALGO COUNTY, TEXAS

A 4.644 ACRE TRACT OF LAND SITUATED IN HIDALGO COUNTY, WESLACO, TEXAS AND BEING OUT OF FARM TRACT 31, WEST ADAMS TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY DEED RECORDS.

WHITE ROSE SUBDIVISION IS A TWO (2) LOT SUBDIVISION, COMPRISED OF ONE (1) 0.977 ACRE COMMERCIAL LOT AND ONE (1) 3.521 MULTI-FAMILY LOT. THIS SUBDIVISION IS LOCATED ALONG THE EAST RIGHT OF WAY OF MILE 4 1/2 W. APPROXIMATELY 1.980 FEET NORTH OF THE INTERSECTION OF WEST FRONTAGE ROAD AND MILE 4 1/2 WEST.

THE PROPERTY FALLS WITHIN ZONE "B": BY GRAPHICAL REPRESENTATION OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480349 0005B MAP REVISED MARCH 4, 1980. THIS SITE FALLS WITHIN AREAS OF SOIL DESIGNATED AS HIDALGO FINE SANDY CLAY LOAM, HIDALGO SANDY CLAY LOAM, IS WELL DRAINED AND HAS SLOW RUNOFF AND PERMEABILITY IS MODERATE. WITH GROUND SLOPES BETWEEN 0 TO 1 PERCENT IN ACCORDANCE WITH THE SOIL SURVEY OF HIDALGO COUNTY, TEXAS AS PUBLISHED BY USDA WEB SOIL SURVEY.

PRESENTLY THE SITE IS PREDOMINANTLY UNDEVELOPED WITH ONLY A SINGLE STORY COMMERCIAL BUILDING AND NATURAL GRASSES PRESENT. THE EXISTING TERRAIN HAS A LEVEL GRADE. EXISTING RUNOFF FROM THE SITE IS BY FORM OF SHEET FLOW THAT GENTLY RUNS TOWARDS THE EASTERN PORTION OF THE PROPERTY.

THE PROPOSED CONDITIONS OF THIS SUBDIVISION WILL BE FOR COMMERCIAL AND MULTI-FAMILY USE. THE RESULTS TABULATED FOR EXISTING CONDITIONS WILL GENERATE A FLOW OF 5.22 CFS FOR A 10-YEAR RETURN FREQUENCY. THE RUNOFF TABULATED FOR FUTURE CONDITIONS WILL GENERATE A FLOW OF 31.74 CFS FOR A 50-YEAR RETURN FREQUENCY. AN INCREASE OF 26.52 CFS FROM PRE DEVELOPED CONDITIONS. A SYSTEM OF DETENTION PONDS AND SWALES WITH A CAPACITY TO DETAIN 36,627 CF (0.841 AC-FT) WILL BE CONSTRUCTED ALONG SEVERAL SECTIONS OF THE LOT BOUNDARIES THAT WOULD DETAIN THE RUNOFF CREATED BY THE DEVELOPED LOTS. WATER FROM THE DRAINAGE SWALES WILL CONVEY IN AN EASTERLY FLOW THAT WILL EVENTUALLY OUTFALL INTO THE EXISTING POND MAINTAINED BY THE CITY OF WESLACO. MAINTENANCE OF THE DETENTION SWALE EASEMENT SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS. THE DETENTION POND AND DRAINAGE SWALE EASEMENTS SHALL BE KEPT CLEAR OF BUILDING, PLANTING, AND OTHER OBSTRUCTIONS. DURING THE DEVELOPMENT STAGE, THE DEVELOPER MUST ENSURE COMPLIANCE WITH THE DETENTION REQUIREMENTS AS DETERMINED BY THE CITY OF WESLACO AND DRAINAGE DISTRICT NO. 1.

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN ZONE "B" DETERMINED TO BE BETWEEN THE LIMITS OF 100-YEAR AND 500-YEAR FLOOD PLAIN, IN ACCORDANCE WITH F.E.M.A.-F.I.R.M. COMMUNITY PANEL NO. 480349 0005 B, MAP REVISED: MARCH 4, 1980.

LICENSED PROFESSIONAL ENGINEER NO. 130035
ALTEX ENGINEERING
DATE: 6-4-21
601 N. VERMONT AVE, SUITE #207
MERCEDES, TEXAS 78570
(956) 294-1241

STATE OF TEXAS
JUAN ALONZO JR.
130035
LICENSED PROFESSIONAL ENGINEER

TEMPORARY CONSTRUCTION ENTRANCE DETAIL, TYP.

NOTE:

1. THE CITY OF WESLACO WILL BE RESPONSIBLE FOR THE ISSUING BUILDING PERMITS. NO BUILDING PERMITS WILL BE ISSUED UNTIL THE SANITARY SEWER SYSTEM AND THE POTABLE WATER SYSTEM IS COMPLETED AND INSPECTED BY THE CITY OF WESLACO. METER BOXES TO BE DFW 1300 SERIES WITH ANTENNA READ HEAD.
2. ALL UTILITIES MUST BE COMPACTED AT 98% COMPACTION.
3. ALL MANHOLES MUST OBTAIN "CITY OF WESLACO" LOGO AND MANHOLE COVERS TO BE COMPOSITE

REPORTE PRELIMINAR DE INGENIERIA PARA LA SUBDIVISION WHITE ROSE

PROVISION DE AGUA: DESCRIPCION Y GASTOS.

LA SUBDIVISION WHITE ROSE SERA PROVISTA DE AGUA POTABLE POR CIUDAD DE WESLACO. EL SUBDIVIDOR Y LA CIUDAD DE WESLACO ENTRARON EN UN CONTRATO EN DONDE LA CIUDAD DE WESLACO HA PROMETIDO AGUA POTABLE SUFICIENTE PARA LA SUBDIVISION DENTRO DE 30 AÑOS Y LA CIUDAD DE WESLACO HA PRESENTADO DOCUMENTACION QUE ESTABLECE LA CALIDAD A TERMINO LARGO DE CANTIDAD PARA EL DESARROLLO DE LA SUBDIVISION.

LA CIUDAD DE WESLACO TIENE UNA LINEA DE AGUA DE 18" DE DIAMETRO EXISTENTE EN LA PARTE OESTE DE LA PROPIEDAD AL LADO ESTE DE LA MILE 4 1/2 WEST.

DE LA LINEA EXISTENTE DE 18" DE DIAMETRO ESTAN CONECTADAS DOS (2) SERVICIOS EXISTENTE DE 3" DE DIAMETRO DE AGUA POTABLE PARA CADA LOTE.

DRENAJE DESCRIPCION:

LA SUBDIVISION WHITE ROSE RECIBIRA SU PROVISION DE DRENAJE SANITARIO DE LA CIUDAD DE WESLACO. EL DUEÑO DE LA SUBDIVISION Y LA CIUDAD DE WESLACO HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE DRENAJE SANITARIO POR LOS PROXIMOS 30 AÑOS. LA CIUDAD DE WESLACO HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR AL FUTURO DESARROLLO DE LA SUBDIVISION.

LA CIUDAD DE WESLACO TIENE UNA LINEA EXISTENTE DE DRENAJE SANITARIO QUE CORRE POR LA MILE 4 1/2 WEST. ESTA LINEA ESTA POR EL LADO OESTE DE LA SUBDIVISION WHITE ROSE.

EL SISTEMA DE DRENAJE SANITARIO PARA LA SUBDIVISION WHITE ROSE, CONSISTE DE UNA LINEA DE DRENAJE SANITARIO DE 8" DE DIAMETRO QUE CONECTA A LA LINEA DE DRENAJE SANITARIO EXISTENTE QUE ESTA EN LA MILE 4 1/2 WEST. ESTA LINEA EXISTENTE SE EXTENDERA APROXIMADAMENTE 310' POR LA SERVIDUMBRE DE SERVICIOS PUBLICOS EN LA PARTE SUR DE LA SUBDIVISION. LA LINEA DE DRENAJE SANITARIO DE 8" DE DIAMETRO TERMINA EN EL LOTE 2 CON UNA ALCANTARILLA DE DRENAJE DE 4" DE DIAMETRO EN ESTA MISMA UBICACION. LOS LOTES SERAN ATENDIDOS POR DOS CONEXIONES DE ALCANTARILLADO SANITARIO DE 4 PULGADAS.

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DRENAJE SON:

LICENSED PROFESSIONAL ENGINEER NO. 130035
ALTEX ENGINEERING
DATE: 6-4-21
50 N. VERMONT AVE, SUITE C
MERCEDES, TEXAS 78570
(956) 294-1241

STATE OF TEXAS
JUAN ALONZO JR.
130035
LICENSED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET OR EXCEED THE STANDARDS AND SEWER CONNECTIONS TO THE LOTS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT

I RAUL GUERRA OF WHITE ROSE SUBDIVISION HEREBY CERTIFY SEWER PERMITS. AS APPLICABLE, HAVE BEEN PAID AND COPIES OR RECEIPTS ARE ON FILE WITH THE CITY OF WESLACO. THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

DATE

RAUL GUERRA
621 TIERRA PROMETIDA
WESLACO, TX 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC, PERSONALLY APPEARED, _____
PROVED TO ME THROUGH HIS 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 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____

JESSICA REYES
Notary Public, State of Texas
Comm. Expires 08-12-2022
Notary ID: 131601981

JESSICA REYES- NOTARY PUBLIC

WHITE ROSE SUBDIVISION
FINAL ENGINEERING REPORT

BEING 4.644 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 31, WEST TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS.

SCALE: 1"=60' DATE: JUNE 4, 2021

ALTEX ENGINEERING
50 N. VERMONT AVE, SUITE C
MERCEDES, TEXAS 78570
(956) 294-1241
TPE FIRM REGISTRATION NO. F-19737

SHEET 2 OF 2

Final Plat

White Rose

Legend

 White Rose

E Lincoln St

N Bridge Ave

N Bridge Ave

N Paseo Del Norte

Google Earth

© 2021 Google

800 ft



GENERAL PLAT NOTES & RESTRICTIONS:

1. THE SUBJECT TRACT LIES IN "ZONE B". AREAS DETERMINED TO BE BETWEEN THE LIMITS OF 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, AS PER F.E.M.A. F.I.R.M. COMMUNITY PANEL 480349 0005 B, MARCH 4, 1980.
2. SETBACKS:
- MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS: COMMERCIAL FRONT YARD THERE SHALL BE A FRONT YARD ALONG THE FRONT LINE OF THE LOT.
- I. CORRIDORS IDENTIFIED ON THE HIDALGO COUNTY THOROUGHFARE MAP: THE MINIMUM DEPTH OF A FRONT YARD ONE FOOT BACK FROM PROPERTY LINE FOR EACH TWO FEET IN BUILDING HEIGHT, NOT TO EXCEED ONE-HALF OF THE WIDTH OF THE ABUTTING DEDICATED RIGHT-OF-WAY OR IN LINE WITH THE MAJORITY SETBACK OF EXISTING STRUCTURES ALONG THE SAME BLOCK, WHICHEVER IS GREATER.
- II. ALL OTHER CORRIDORS: THE MINIMUM SETBACK SHALL BE 20 FEET.
- b. SIDE YARDS: THERE SHALL BE A SIDE YARD OF NOT LESS THAN FIVE FEET, EXCEPT THAT ON A CORNER LOT, THE SIDE YARD ON A STREET SIDE SHALL BE TEN FEET.
- c. REAR YARD: THE REAR YARD SETBACK LINE SHALL BE TEN FEET
- MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS: APARTMENTS.
- FRONT YARD: 20 FEET
- SIDE YARD: 5 FEET OR EASEMENT WIDTH (WHICHEVER IS GREATER)
- REAR YARD: 15 FEET OR EASEMENT WIDTH (WHICHEVER IS GREATER)

3. MINIMUM FINISH FLOOR NOTE:
FINISHED FLOOR ELEVATIONS ESTABLISHED MUST BE HIGHER THAN 69.5 FEET OR 18" ABOVE TOP OF CURB OR CENTER LINE OF STREET, WHICHEVER IS GREATER, MEASURED FROM THE CENTER OF THE LOT.
4. BENCHMARK NOTE:
1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT; ELEVATION 68.20 (NAVD 88)
5. DRAINAGE EASEMENTS NOTE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 36,310 CF. (0.83 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR HIS CALCULATION OF THIS SUBDIVISION. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE EASEMENT. REQUIRED PRIOR TO ISSUANCE OF A BUILDING PERMIT.

6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCE, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS, THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. POTABLE WATER SHALL BE PROVIDED BY CITY OF WESLACO
8. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL UTILITIES AND ARE IN PLACE.
9. ALL SANITARY SEWER AND WATER CONNECTION SHALL BE PROPERLY MARKED ON CURB.
10. LANDSCAPING IS REQUIRED PER CITY ORDINANCE.
11. STREET LIGHTS SHALL BE LOCATED AT MINIMUM OF EVERY 300 FEET AS REQUIRED PER CITY ORDINANCE.
12. STORM WATER POLLUTION PREVENTION PLAN REQUIRED PRIOR TO CONSTRUCTION.
13. A 5 FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETERS UPON ISSUANCE OF BUILDING PERMIT.

LEGEND

- FOUND 1/2" IRON ROD
- X— EXIST. HOGWIRE FENCE
- ⊗ EXIST. POWER POLE
- ⊠ EXIST. TELEPHONE PEDESTAL
- OH— EXIST. OVERHEAD POWER LINE
- W— EXIST. WATER LINE
- S— EXIST. SANITARY SEWER LINE
- SS— PROP. SANITARY SEWER LINE
- ⊕ EXIST MANHOLE
- ⊕ PROP. MANHOLE
- ⊕ EXIST. WATER METER
- ⊕ PROP. CLEAN OUT
- ⊕ EXIST. FIRE HYDRANT
- ⊕ EXIST. WATER VALVE
- EXIST. CURB INLET

PRINCIPAL CONTACTS				
OWNER(S)	NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE
	RAUL GUERRA	621 TIERRA PROMETIDA	WESLACO, TX 78596	(956) XXX-XXXX
ENGINEER:	JUAN ALONZO, JR.	50 N. VERMONT AVE. SUITE C	MERCEDES, TX 78570	(956) 294-1241
SURVEYOR:	REYNALDO ROBLES	P.O. BOX 476 107 W. HUSACHE ST.	WESLACO, TX 78596	(956) 968-2422

BEING 4.844 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 31, WEST TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS, AND SAID 4.844 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID FARM TRACT 31 AND THE CENTERLINE OF MILE 4 1/2 WEST ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED, SAID POINT BEING DESCRIBED AS POINT OF COMMENCEMENT; SAID POINT OF COMMENCEMENT BEARS NORTH 422.39 FEET FROM THE SOUTHWEST CORNER OF SAID FARM TRACT 31, SAID POINT BEING DESCRIBED AS POINT OF BEGINNING;

THENCE, NORTH, 229.61 FEET, WITH THE WEST LINE OF SAID FARM TRACT 31 AND THE CENTERLINE OF SAID MILE 4 1/2 WEST ROAD, TO A COTTON PICKER SPINDLE FOUND FOR THE SOUTHWEST CORNER OF A 0.703 ACRE TRACT DESCRIBED IN DOCUMENT #3133384, OF THE HIDALGO COUNTY OFFICIAL RECORDS AND A CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST, WITH THE SOUTH LINE OF SAID 0.703 ACRE TRACT, PASSING AT A DISTANCE OF 25.00 FEET A 1/2 - INCH IRON ROD FOUND FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID MILE 4 1/2 WEST ROAD, PASSING AT A DISTANCE OF 30.00 FEET A 1/2 - INCH IRON ROD FOUND ON-LINE FOR REFERENCE AND CONTINUING FOR A TOTAL DISTANCE OF 262.00 FEET TO A 1/2 - INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 0.703 ACRE TRACT AND AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH, 115.00 FEET, WITH THE EAST LINE OF SAID 0.703 ACRE TRACT TO A 1/2 - INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 0.703 ACRE TRACT AND AN INSIDE CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, WEST, WITH THE NORTH LINE OF SAID 0.703 ACRE TRACT, PASSING AT A DISTANCE OF 232.00 FEET A 1/2 - INCH IRON ROD FOUND ON-LINE FOR REFERENCE, PASSING AT A DISTANCE OF 237.00 FEET A 1/2 - INCH IRON ROD FOUND FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID MILE 4 1/2 WEST ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 262.00 FEET TO A COTTON PICKER SPINDLE FOUND ON THE WEST LINE OF SAID FARM TRACT 31 AND THE CENTERLINE OF SAID MILE 4 1/2 WEST ROAD FOR THE NORTHWEST CORNER OF SAID 0.703 ACRE TRACT AND A CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH, 25.00 FEET WITH THE WEST LINE OF SAID FARM TRACT 31, THE EAST LINE OF FARM TRACT 30 AND THE CENTERLINE OF MILE 4 1/2 WEST ROAD TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST, WITH THE SOUTH LINE OF SAID 3.00 ACRE TRACT DESCRIBED IN DOCUMENT #588407, HIDALGO COUNTY OFFICIAL RECORDS, PASSING AT A DISTANCE OF 25.00 FEET 1/2 - INCH IRON ROD FOUND FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID MILE 4 1/2 WEST ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 628.60 FEET TO A 1/2 - INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 3.00 ACRE TRACT AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH 00°03'54" EAST, 369.61 FEET, WITH THE WEST LINE OF TRACT OF LAND DESCRIBED IN DOCUMENT #457743, HIDALGO COUNTY OFFICIAL RECORDS TO A 1/2 - INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, WEST, WITH THE NORTH LINE OF A 3.11 ACRE TRACT DESCRIBED IN DOCUMENT #3090003, HIDALGO COUNTY OFFICIAL RECORDS, PASSING AT A DISTANCE OF 604.02 FEET A 1/2 - INCH IRON ROD FOUND FOR REFERENCE ON THE EAST RIGHT OF WAY LINE OF SAID MILE 4 1/2 WEST ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 629.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.844 ACRES OF LAND MORE OR LESS.

CITY OF WESLACO

I, THE UNDERSIGNED, MAYOR TO 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
DAVID SUAREZ

DATE

CITY SECRETARY, CITY OF WESLACO

DATE

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

CHAIRPERSON, PLANNING AND ZONING COMMISSION

DATE

HIDALGO COUNTY DRAINAGE DISTRICT
NUMBER ONE

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

DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 9

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 9

DATED THIS _____ DAY OF _____, 20____.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHTS-OF-WAYS AND/OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. #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. H.C.C.I.D. #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. H.C.C.I.D. #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED FOR THE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER

DATE

HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THE PLAT, AND DESIGNATED HEREIN AS "WHITE ROSE SUBDIVISION" TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

RAUL GUERRA
621 TIERRA PROMETIDA
WESLACO, TX 78596

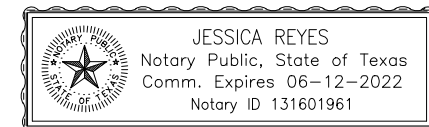
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC, PERSONALLY APPEARED,

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 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____.



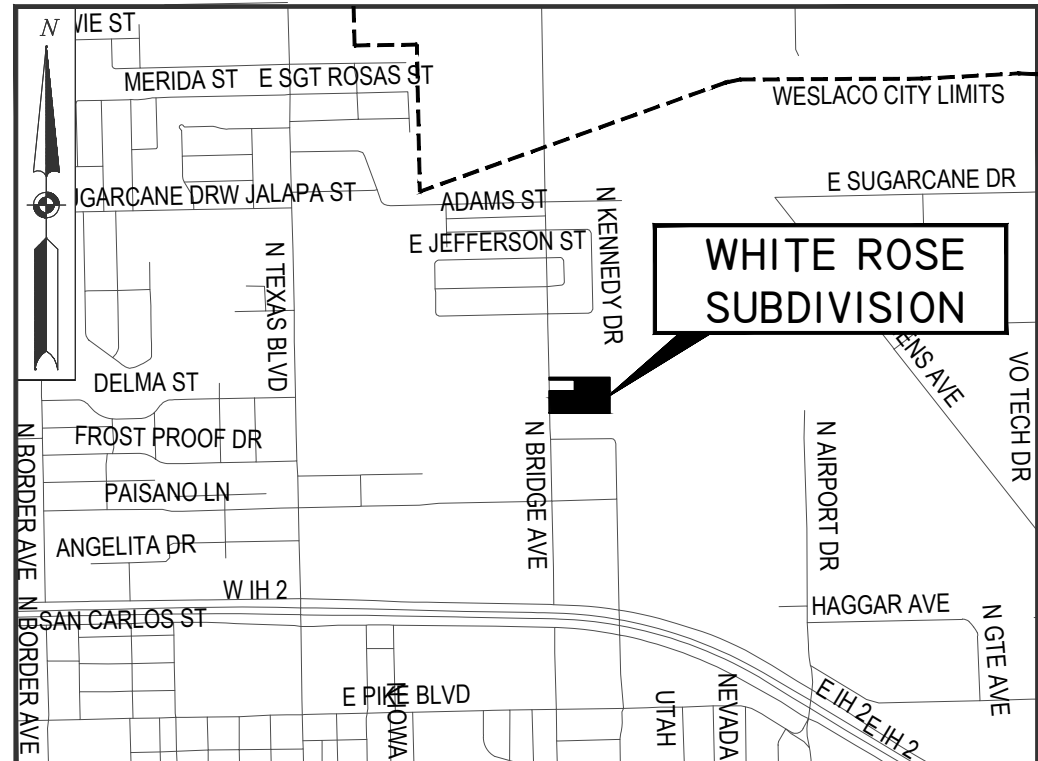
JESSICA REYES- NOTARY PUBLIC

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

ON _____ AT _____ AM/PM.

INSTRUMENT NUMBER
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



VICINITY MAP
SCALE: 1" = 2000'

SURVEYORS CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND MY SUPERVISION.



REGISTERED PROFESSIONAL SURVEYOR NO. 4032
REYNALDO ROBLES, R.P.L.S.
107 W. HUSACHE ST.
WESLACO, TX 78596.
(956) 968-2422

ENGINEERS CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO

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



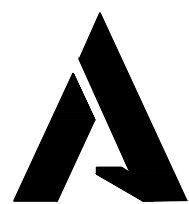
LICENSED PROFESSIONAL ENGINEER NO. 130035
ALTEX ENGINEERING
DATE: 9-30-21
50 N. VERMONT AVE, SUITE C
MERCEDES, TEXAS 78570
(956) 294-1241

WHITE ROSE
SUBDIVISION
FINAL PLAT

BEING 4.844 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 31, WEST TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS.

SCALE: 1" = 50'

DATE: SEPT 30, 2021



ALTEX ENGINEERING
50 N. VERMONT AVE, SUITE C
MERCEDES, TEXAS 78570
(956) 294-1241
TPE FIRM REGISTRATION NO. F-19737

SHEET
1 OF 2



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6208	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration on Ordinance 2023-05 for dis-annexation request from the property owner of Gilberto Estates Subdivision– being a 4.56-acre tract of land out of Farm Tract 101, West and Adams Tract Subdivision, Hidalgo County, Texas located northwest corner of mile 10 N Rd & Mile 4 ½ West Rd and authorize the Mayor to execute any related documents. First reading on Ordinance 2023-05. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The proposed subdivision was annexed into the City on October 3, 2022, as per Ordinance 2022-37 and the final plat was approved on October 18, 2022. The developer no longer wishes to pursue subdivision development at this time and has listed the property for sale.			
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 at the regular meeting on January 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Planning and Zoning Commission and staff.			
Staff Recommendation: Staff recommends approval of the disannexation.			
Attachments, if any: Gilberto-Disannexation- Memo, De-annex.Letter.GilbertoEstates, Gilberto.Estates.Final.Submittal.Plat, Gilberto Estates-Aerial', O2023-05 Dis-annexation Gilberto Estates			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Gilberto Estates- Dis-annexation

DATE: January 10, 2023

The proposed subdivision was annexed into the City on October 3, 2022, as per Ordinance 2022-37 and the final plat was approved on October 18, 2022. The developer no longer wishes to pursue subdivision development at this time and has listed the property for sale.

Thank you,

Rebekah de la Fuente, CFM

November 3, 2022

City of Weslaco
c/o Rebekah de la Fuente
255 S. Kansas Ave
Weslaco Texas 78596

Re: De-Annex Gilberto Estates being a 4.56 acre out of farm tract 101, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Property located on Northeast corner of mile 4/12 and Mile 10 N.

Dear Rebekah:

Please let this letter serve as my request to de-annex the aforementioned property from City of Weslaco. The subject property will return to County designation status.

- Gilberto Estates

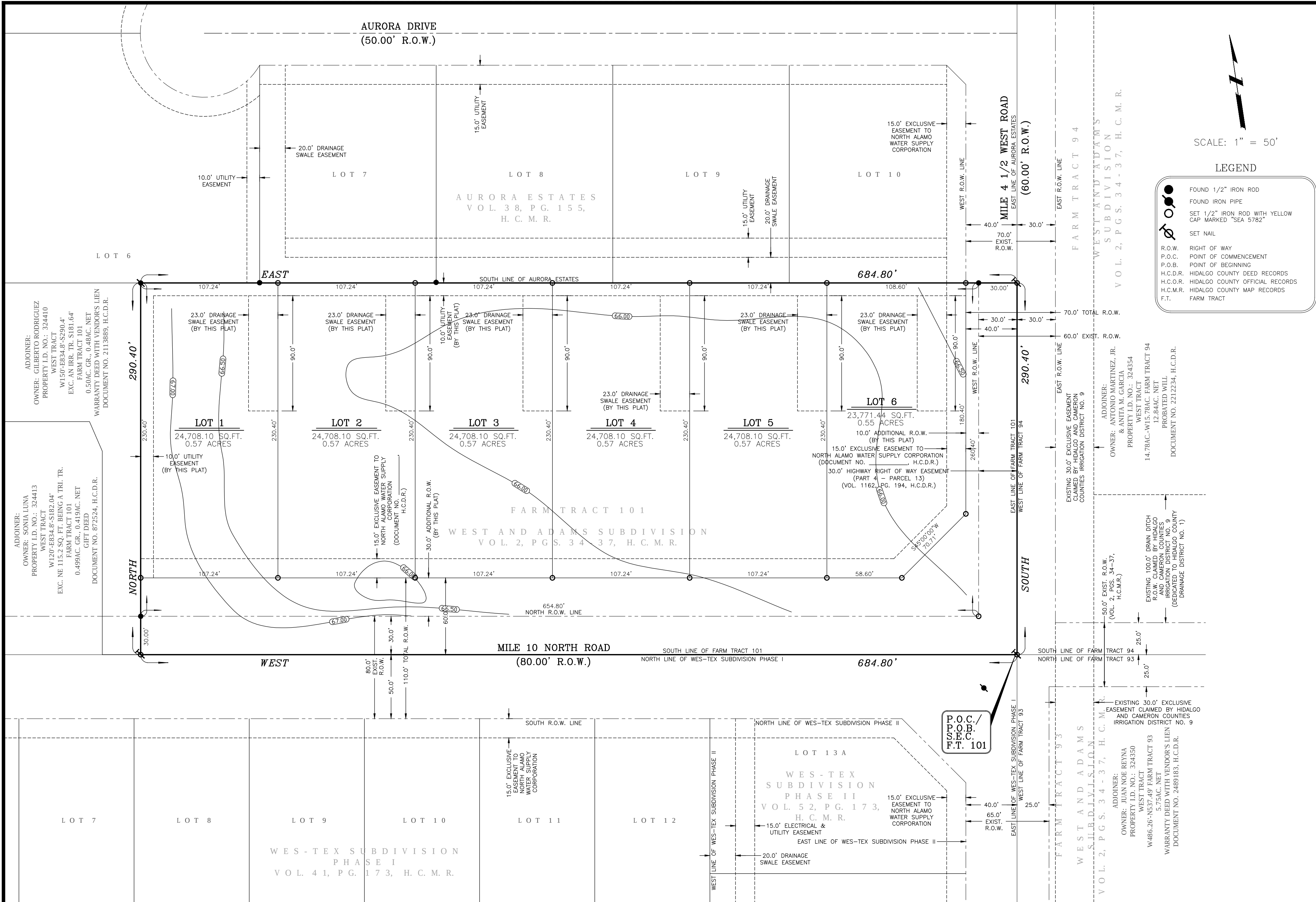
I can be reached by phone or email if any questions related to this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Gonzalez', with a large, stylized initial 'J' and a circular flourish at the end.

Jerry Gonzalez

956-373-1533



- GENERAL PLAT NOTES:**
- MINIMUM SETBACK LINES:
FRONT: FRONT YARD SETBACK SHALL BE SIXTY (60.0') FEET.
SIDE: THERE SHALL BE A SIDE YARD OF NOT LESS THAN FIVE (5.0') FEET, EXCEPT THAT ON A CORNER LOT, THE SIDE YARD ON A STREET SIDE SHALL BE TEN (10.0') FEET.
REAR: REAR YARD SETBACK SHALL BE TWENTY-FIVE (25.0') FEET.
 - LANDS CONTAINED WITHIN THIS SUBDIVISION LIE IN ZONE "X" (UNSHADED) ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) DATED JUNE 6, 2000, COMMUNITY PANEL NO. 480334 0450 C (REVISED TO REFLECT LOMR 5/30/02). ZONE "X" (UNSHADED) DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
 - MINIMUM FINISHED FLOOR ELEVATION ON ALL NEW CONSTRUCTION FOR LOTS 1 THRU 6 SHALL BE 68.50.
 - A 5 FT. WIDE MINIMUM SIDEWALK SHALL BE REQUIRED AT BUILDING PERMIT STAGE ALONG MILE 10 NORTH ROAD AND MILE 4 1/2 WEST ROAD. SIDEWALKS SHALL BE IN COMPLIANCE WITH CITY OF WESLACO DESIGN GUIDELINES FOR ALL SIDEWALKS ADJACENT TO CITY STREETS.
 - DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 13,297.83 CUBIC FEET (0.30 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR HIS 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.
 - EACH LOT SHALL BE REQUIRED TO DETAIN NOT LESS THAN 2,216.31 Cu. Ft.
 - AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE ENGINEERING DEPARTMENT, IS REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS.
 - TEMPORARY BENCHMARK (TBM), TOP OF IRON ROD FOUND LOCATED 30.0' WEST FROM THE NORTHEAST CORNER OF THIS SUBDIVISION ON THE WEST RIGHT OF WAY LINE OF MILE 4 1/2 WEST ROAD. ELEVATION= 66.70.
 - AT BUILDING PERMIT STAGE, STREETLIGHTS SHALL BE REQUIRED EVERY 300' ALONG MILE 10 NORTH ROAD IN ACCORDANCE WITH CITY OF WESLACO STREET LIGHT STANDARDS.
 - LANDSCAPING SHALL BE IN ACCORDANCE WITH CITY OF WESLACO SUBDIVISION ORDINANCES.

PRINCIPAL CONTACTS					
NAME	ADDRESS	CITY & ZIP	PHONE	FAX	
OWNER: ZURIAL INVESTMENTS, LLC	718 COUNTRYSIDE DR.	WESLACO, TEXAS 78599	(956) 373-1533	NONE	
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	

FINAL PLAT OF GILBERTO ESTATES

AN ADDITION TO THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS

BEING A 4.56 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE SOUTHEAST CORNER OF FARM TRACT 101, WEST AND ADAMS 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.

- NO VEHICULAR ACCESS SHALL BE PERMITTED ALONG MILE 4 1/2 WEST ROAD FOR LOT 6.
- NO MORE THAN ONE SINGLE FAMILY DWELLING IS PERMITTED ON EACH LOT.
- DRIVEWAYS AT CORNER LOTS SHALL BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTION IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
- DRAINAGE EASEMENT/SWALE NOT TO BE ALTERED.

RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, owners of the property shown on the plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, its 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 lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the abovesaid easement and the 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 has executed this instrument the _____ day of _____, 2022.

DEVELOPER

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

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

I, JERRY GONZALEZ, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN IN THIS PLAT AND DESIGNATED HEREIN AS **FINAL PLAT OF GILBERTO ESTATES**, TO THE CITY OF WESLACO, COUNTY OF HIDALGO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

OWNER: ZURIAL INVESTMENTS, LLC
JERRY GONZALEZ
718 COUNTRYSIDE DR.
WESLACO, TEXAS 78599

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JERRY GONZALEZ**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE
STATE OF NORTH CAROLINA
MY COMMISSION EXPIRES.

STATE OF TEXAS - CITY OF WESLACO
PLAT APPROVAL CERTIFICATE

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

MAYOR, CITY OF WESLACO _____ DATE _____

ATTEST: SECRETARY, CITY OF WESLACO _____ DATE _____

STATE OF TEXAS
CITY OF WESLACO

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 THE CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING AND ZONING COMMISSION _____ DATE _____

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.

DAVID OMAR SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

DATE _____

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.

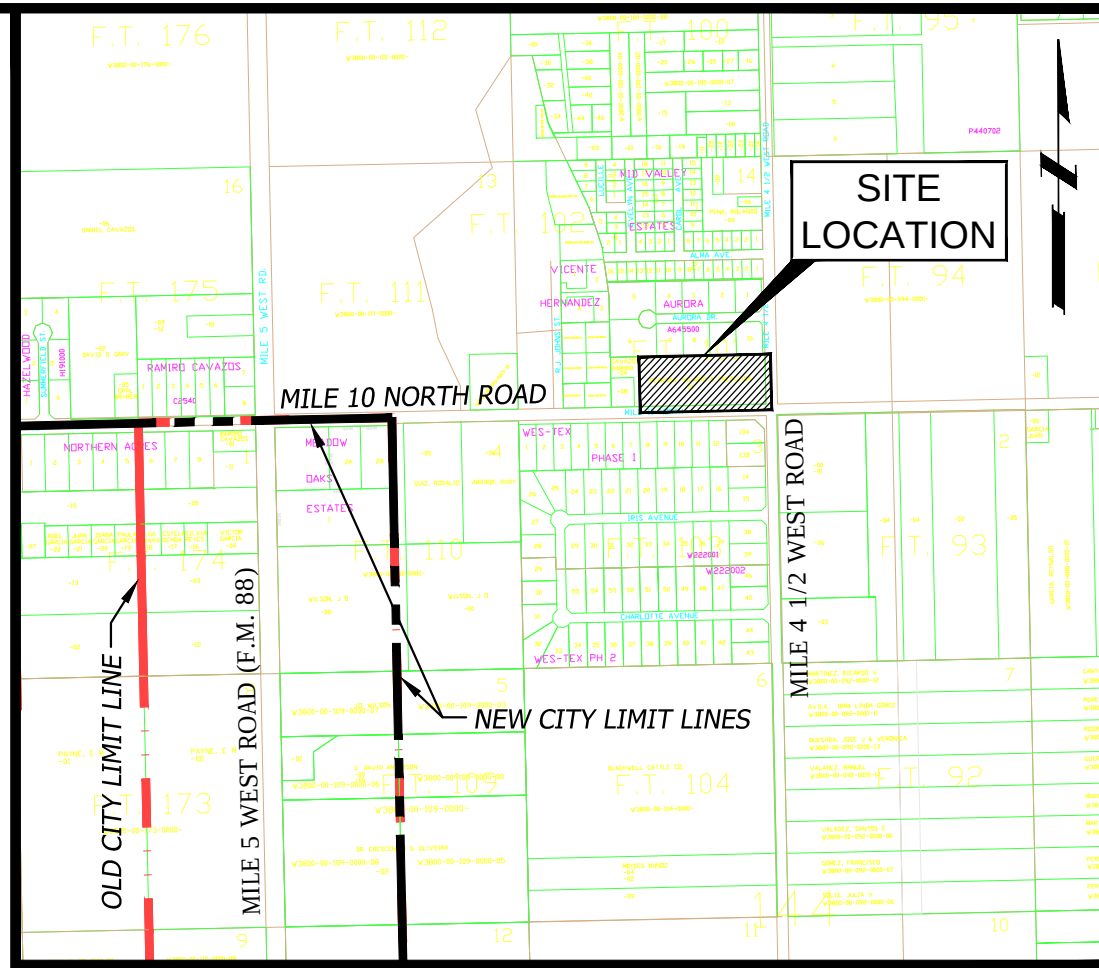
APPROVED BY DRAINAGE DISTRICT:

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 _____

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF WESLACO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON AUGUST 25, 2022. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES



LOCATION MAP

SCALE : 1" = 1000'

METES AND BOUNDS DESCRIPTION

BEING A 4.56 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE SOUTHEAST CORNER OF FARM TRACT 101, WEST AND ADAMS 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 4.56 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL SET ON THE SOUTHEAST CORNER OF SAID FARM TRACT 101 LOCATED AT THE INTERSECTION OF MILE 10 NORTH ROAD AND MILE 4 1/2 WEST ROAD FOR THE SOUTHWEST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

- THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID FARM TRACT 101 IN THE CENTER OF SAID MILE 10 NORTH ROAD, A DISTANCE OF 684.80 FEET TO A NAIL SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, NORTH, A DISTANCE OF 30.0 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 10 NORTH ROAD, AT A DISTANCE OF 290.40 FEET IN ALL TO A 1/2 INCH DIAMETER IRON PIPE FOUND ON INTERSECTION WITH THE SOUTH LINE OF SAID AURORA ESTATES, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 38, PAGE 155, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, EAST, COINCIDENT WITH THE SOUTH LINE OF SAID AURORA ESTATES, A DISTANCE OF 654.80 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID MILE 4 1/2 WEST ROAD, A DISTANCE OF 684.80 FEET IN ALL TO A NAIL SET ON THE SOUTHEAST CORNER OF SAID AURORA ESTATES, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 38, PAGE 155, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- THENCE, SOUTH, COINCIDENT WITH THE EAST LINE OF SAID FARM TRACT 101, A DISTANCE OF 290.40 FEET TO THE **POINT OF BEGINNING**, CONTAINING 4.56 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH 0.47 ACRES, MORE OR LESS, ARE LOCATED WITHIN SAID MILE 10 NORTH ROAD, AND 0.18 ACRES, MORE OR LESS, ARE LOCATED WITHIN SAID MILE 4 1/2 WEST ROAD, LEAVING 3.91 NET ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: DEED OF RECORD
N/M&B.2022/4.56.022922

STATE OF TEXAS
COUNTY OF HIDALGO

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION

DISTRICT NO. 9, DATED THIS _____ DAY OF _____, 20 _____

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON 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 GREATER 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 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.
- 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.
- HCCID #9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

FINAL PLAT OF GILBERTO ESTATES

PREPARED BY: SALINAS ENGINEERING & ASSOC.
DATE OF PREPARATION: SEPTEMBER 26, 2022
JOB NUMBER: SP-22-25630

OWNER: ZURIAL INVESTMENTS, LLC
JERRY GONZALEZ
718 COUNTRYSIDE DR.
WESLACO, TEXAS 78599

SEA

SALINAS ENGINEERING & ASSOC.
(P-6675) (TBPLS-10068700)
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL AVE., MCALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)
TBPLS 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78753 (512) 232-5263

De-Annexation

Gilberto Estates

Legend

 Gilberto Estates

Google Earth

500 ft



ORDINANCE NO. 2023-05

AN ORDINANCE DE-ANNEX TERRITORY OUT OF THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 4.56 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE METES AND BOUNDS; 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 de-annexation of certain property more particularly described herein (the “subject property”);

WHEREAS, the subject property hereby de-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 de-annexed on voluntary petition of area landowner as part of the territory outside the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 8.35 acres and are more specifically described as follows, to-wit:

METES AND BOUNDS DESCRIPTION

BEING A 4.56 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE SOUTHEAST CORNER OF FARM TRACT 101, WEST AND ADAMS 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 4.56 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL SET ON THE SOUTHEAST CORNER OF SAID FARM TRACT 101 LOCATED AT THE INTERSECTION OF MILE 10 NORTH ROAD AND MILE 4 ½ WEST ROAD FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

- (1) THENCE, WEST, COINCIDENT WITH THE SOUTH LINE OF SAID FARM TRACT 101 IN THE CENTER OF SAID MILE 10 NORTH ROAD, A DISTANCE OF 684.80 FEET TO A NAIL SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (2) THENCE, NORTH, A DISTANCE OF 30.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 10 NORTH ROAD, AT A DISTANCE OF 290.40 FEET IN ALL TO A ½ INCH DIAMETER IRON PIPE FOUND ON INTERSECTION WITH THE SOUTH LINE OF AURORA ESTATES, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 38, PAGE 155, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (3) THENCE, EAST, COINCIDENT WITH THE SOUTH LINE OF SAID AURORA ESTATES, A DISTANCE OF 654.80 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID MILE 4 ½ WEST ROAD, A DISTANCE OF 684.80 FEET IN ALL TO A NAIL SET ON THE SOUTHEAST CORNER OF SAID AURORA SUBDIVISION AND BEING FURTHER LOCATED ON INTERSECTION WITH THE EAST LINE OF SAID FARM TRACT 101 IN THE CENTER OF SAID MILE 4 ½ WEST ROAD FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (4) THENCE, SOUTH, COINCIDENT WITH THE EAST LINE OF SAID FARM TRACT 101, A DISTANCE OF 290.40 FEET TO THE POINT OF BEGINNING, CONTAINING 4.56 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH 0.47 ACRES, MORE OR LESS, ARE LOCATED WITHIN SAID MILE 10 NORTH ROAD, AND, 0.18 ACRES, MORE OR LESS, ARE LOCATED WITHIN SAID MILE 4 ½ WEST ROAD, LEAVING 3.91 NET 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 De-annexed Property as outside the limits 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 January, 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this
____ day of _____, 2023.

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: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2022-6185	
From:			
Subject: Discussion and consideration to approve the purchase of 920 water meters from the sole source vendor, Core & Main in an amount not to exceed \$372,782 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The estimated delivery is 8 months from the date of the purchase order. This order to replenish 750 (5/8") and 150 (1") and 20 (2") meters.			
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 Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the Finance Department.			
Staff Recommendation: Staff Recommends approval			
Attachments, if any: City of Weslaco #3 - Mach10 Meters_Bid#_2689344_1-4-2023_0523_PM, SOLE SOURCE - CORE & MAIN METERS AGENDA ITEM			
Responsibilities upon Approval:			



Bid Proposal for City of Weslaco #3 - Mach10 Meters

CUSTOMER	CITY OF WESLACO 500 S. KANSAS WESLACO, TX 78596	Job City of Weslaco #3 - Mach10 Meters Bid Date: 12/29/2022 05:00 pm Bid #: 2689344
	Sales Representative Jennifer Pinales (M) 956-478-1055 (T) 956-631-3341 (F) 956-687-5918 Jennifer.Pinales@coreandmain.com	Core & Main 100 N 1st St McAllen, TX 78502 (T) 956-631-3341
CONTACT		
NOTES		



Bid Proposal for City of Weslaco #3 - Mach10 Meters

CITY OF WESLACO**Bid Date:** 12/29/2022 05:00 pm**Core & Main** 2689344**Core & Main**

100 N 1st St

McAllen, TX 78502

Phone: 956-631-3341**Fax:** 956-687-5918

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
20	750	5/8X3/4 MACH10 R900I EU1B2G1 GAL	EA	366.67	275,002.50
40		ESTIMATED SHIPPING 12/15/23			
60	750	3/4 METER CPLG (EACH) NO LEAD	EA	8.38	6,285.00
				SUBTOTAL	281,287.50
100	150	1 MACH10 R900I GAL EU1F2G1	EA	448.67	67,300.50
120		ESTIMATED SHIPPING 11/30/23			
140	150	1 METER CPLG (EACH) NO LEAD	EA	10.96	1,644.00
				SUBTOTAL	68,944.50
180	20	2 MACH10 R900I GAL EU1J2G1SG89	EA	989.88	19,797.60
200		ESTIMATED SHIPPING 07/21/23			
220	20	2 BRASS OVAL METER FLG SET W/ GASKET NUT & BOLT - NO LEAD COMPLIANT	EA	137.62	2,752.40
				SUBTOTAL	22,550.00



Bid Proposal for City of Weslaco #3 - Mach10 Meters

Bid #: 2689344

Seq#	Qty	Description	Units	Price	Ext Price
				Sub Total	372,782.00
				Tax	0.00
				Total	372,782.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

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):

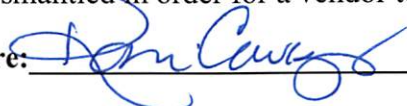
- ☒ There is no competitive product. The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work. An item that is manufactured by a company and sold through several distributors is not a sole source since quotations 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:  Date: 01/11/2023

FOR PURCHASING DIVISION USE ONLY:

Requisition No. _____ Purchase Order No. _____





Standardized Agenda Request Form

Date of Meeting: January 17, 2023	Agenda Item No. (to be assigned by CSO): 2022-6189
From: ARNOLDO BECHO	
Subject: Discussion and consideration of the proposal from Insight for Basic Maintenance of Internal Connections in response to the library's request for proposals within the confines of the E-Rate Program Round 26, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.)	
Background: The Schools and Libraries Program of the Universal Service Fund (E-Rate) makes discounts available to eligible schools and libraries for telecommunication services, internet access, and internal connections. As part of the E-Rate application process, RFPs are solicited for Basic Maintenance of Internal Connections and evaluated by staff. The City is responsible for approximately 10% to 20% of the cost. The E-Rate granting agency covers the remainder. The staff evaluated the aforementioned vendor as providing the most advantageous proposal. Currently, the next step in the process is to gain authorization to accept the most advantageous bidder for Basic Maintenance of Internal Connections. Basic Maintenance of Internal Connections (BMIC) covers the repair and upkeep of eligible internal connections. Eligible repair and upkeep services include hardware, wiring, and cable maintenance, along with basic technical support and configuration changes. The products must be eligible for discounts for their associated repair and upkeep services to be eligible. In general, applicants may only receive support for actual work performed under a contract on eligible products and parts that are repaired or replaced. Unbundled warranties or fixed-price contracts are not eligible for reimbursement unless the ineligible portions of the warranty or contract can be cost-allocated. Services such as software upgrades and patches (including bug fixes and security patches) and online and telephone-based technical assistance and tools that are typically standard fixed-priced offerings will continue to be funded as BMIC if the service or equipment would only function and serve its intended purpose with the degree of reliability ordinarily provided with these specific services. One vendor proposal was submitted in response to the RFP for Basic Maintenance of Internal Connections. Insight Public Sector quoted Help Desk Support and On-Site Support for a maximum of 200 total hours at a rate of \$135 per hour. The Total Hours may be utilized beginning July 1, 2023, and ending on June 30, 2024. All 200 hours do not need to be used, typically less than half of these hours are necessary. Warranty costs associated with the program total \$5,130. The maximum total project cost is \$32,130.43. The city will be responsible for approximately 20% of the total project cost. The Library is very familiar with Insight Public Sector and comfortable moving forward with them.	

Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission: NA		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: The competitive bidding was open online on the City's website under "Follow Bid Stream" for at least 28 days as required by the School and Libraries Program of the Universal Service Program Fund (E-Rate). 28-Day Window Period: Wednesday, November 23, 2022 to Wednesday, December 21, 2022. Bid proposals were opened on Wednesday, December 21, 2022 at 10:00AM.		
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.		
MariCarmen Garcia ARNOLDO BECHO J. Martin Vela Rosalinda Cavazos Martin Garza		Created/Initiated Approved New
City Manager Comments: Approve as recommended by the Library Director.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo- Accept Vendor for Basic Maintenance of Internal Connections 2023, One Bid Memo, INSIGHT E-Rate BMIC, Erate application-process-flow-chart, Erate Overview		
Responsibilities upon Approval: The library and the City Secretary's office will assist the Mayor in executing the contract. The contract will then be implemented by the Library and the IT department.		

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

December 30, 2022

To: David Suarez, Mayor; Jose "JP" Rodriguez, Mayor Pro-Tem; Greg Kerr, Commissioner; Israel Gonzalez, Jr., Commissioner; Josh Pedraza, Commissioner; Letty Lopez, Commissioner; Adrian Farias, Commissioner; Martin Garza, City Manager
CC: J. Martin Vela, Rosie Cavazos
Fr: Arnoldo Becho, Library Director
Re: Authorization to Accept Insight Public Sector for Basic Maintenance of Internal Connections

The library annually participates in the E-Rate program which provides an approximately 80% to 90% discount for various technology services and equipment. Currently the next step in the process is to gain authorization to accept the most advantageous bidder for Basic Maintenance of Internal Connections.

Currently, the next step in the process is to gain authorization to accept the most advantageous bidder for Basic Maintenance of Internal Connections. Basic Maintenance of Internal Connections (BMIC) covers the repair and upkeep of eligible internal connections. Eligible repair and upkeep services include hardware, wiring, and cable maintenance, along with basic technical support and configuration changes. The products must be eligible for discounts for their associated repair and upkeep services to be eligible.

One vendor proposal was submitted in response to the RFP for Basic Maintenance of Internal Connections. Insight Public Sector quoted Help Desk Support and On Site Support for a maximum of 200 Total Hours at a rate of \$135 per hour. The Total Hours may be utilized beginning July 1, 2023, and ending on June 30, 2024. All 200 hours do not need to be used, typically less than half of these hours are necessary. Warranty cost associated with the program total \$5,130. The maximum total project cost is \$32,130.43. The city will be responsible for approximately 20% of the total project cost.

The city contribution for this project will come from within this years and next year's budget because the term of this E-Rate cycle is from July 2023 to June 2024. We will not require any budget amendment or additional funds this fiscal year.

The library has been a successful partner with E-rate for over 10 years. The program has provided millions in cost savings, and we look forward to seeing the partnership continue. The Library is very familiar with Insight Public Sector and comfortable recommending selection of their proposal.

Please feel free to contact me with any questions, I will be happy to provide additional information.
Thank you for the time and support.

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

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

To: Jennifer Williams – E-Rate Central

From: Arnoldo Becho – Mayor Joe V Sanchez Public Library

Date: 1/6/2023

Subject: Form 470 #230004297

Mayor Joe V Sanchez Public Library only received one valid bid in response to Form 470# 230004297 for Basic Maintenance of Internal Connections (BMIC). As such, we will be utilizing the vendor listed below on our Funding Year 2023 Category 2 E-Rate application.

Insight Public Sector
SPIN # 143030052

Arnoldo Becho
Library Director



PREPARED FOR

Mayor Joe V. Sanchez Public Library

Request for Proposal for

E-Rate Basic Maintenance of Internal Connection (BMIC)

12/21/2022 @ 10:00 a.m.

E-Rate Round 26 (Funding Year 2023)
E-Rate SPIN Number: 143030052
FCC FRN Number: 0020393138
Federal Tax ID: 36-3949000

SUBMITTED BY:

Darak Weaver

Client Executive

480.687.6470

Darak.Weaver@Insight.com



13755 Sunrise Valley Drive, Suite #750 • Herndon, VA 20171 • 800.INSIGHT • ips.insight.com



12/21/2022

FCC Form 470 Number: 220006089

Homer Rhodes, Purchasing Agent
Mayor Joe V. Sanchez Public Library
255 South Kansas Avenue
Weslaco, Texas 78596-6158

RE: RFP for E-Rate Basic Maintenance of Internal Connection (BMIC)

Dear Mr. Rhodes:

Insight Public Sector, Inc. (Insight) is pleased to participate in the Mayor Joe V. Sanchez Public Library Request for Proposal for the E-Rate Basic Maintenance of Internal Connection (BMIC) opportunity (220006089). Insight has been a committed member of the E-Rate program from its inception. We are a national leader in providing E-Rate guidance and expertise to applicants across the country. We offer unsurpassed commitment, management, and oversight in ensuring the success of meeting Mayor Joe V. Sanchez Public Library's E-Rate 26 (FY 2023) deliverables. Based on the scope of the requirements, Insight has prepared a response that represents a comprehensive effort to meet Mayor Joe V. Sanchez Public Library's needs.

Insight Public Sector helps K-12 schools and districts, as well as colleges, universities and technical schools, meet the technology demands of today's evolving classroom. Our extensive E-Rate experience allows applicants the opportunity to significantly grow their infrastructure with E-Rate eligible and ineligible solutions and services. Our proven strategies encourage applicants to have good planning and strategic vision to achieve the most from the program.

Insight will ensure the technology-related services required will be provided in a seamless, efficient, and quality manner maintaining the highest customer satisfaction within the Mayor Joe V. Sanchez Public Library environment. Our knowledgeable sales team is focused on practical solutions to meet the current and future demands of educational institutions, school districts, and libraries. We ensure maximum funding for our education partners and compliance with all E-Rate program regulations.

The attached proposal contains the details of Insight's commitment to providing Mayor Joe V. Sanchez Public Library with multiple benefits of partnering with us and a brief profile of Insight, our infrastructure, and service capabilities. We look forward to the opportunity further to present our value and solutions. Should Mayor Joe V. Sanchez Public Library have any questions, or require additional information, please do contact me at 480-687-6470 or Darak.Weaver@Insight.com.

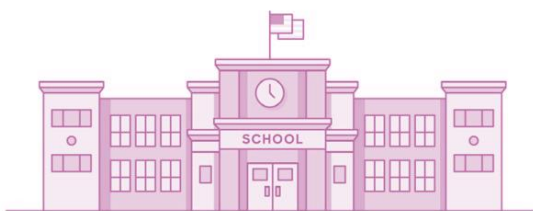
Sincerely,
Darak Weaver
Client Executive

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What is the E-Rate Program?

E-Rate is a federally funded program initiated in 1997 by the Federal Communications Commission (FCC) to make Wi-Fi access more affordable for schools and libraries across the country. Funding for E-Rate is assessed every five years by Congress and the FCC. The Universal Service Administrative Company School and Libraries Division (USAC) provides discounts up to 90% to qualified K-12 schools, libraries, and groups of schools and libraries (e.g., consortia, districts, systems) for eligible Internet access and data transmission services, internal connections (e.g., Wi-Fi equipment, cabling, and basic maintenance services). These services are competitively bid and approved on the (FCC Form 471) application and these discounts result in a reduction of the costs for the service/equipment to the schools or libraries requesting funding through the E-Rate program.



The E-Rate program offers \$8 billion in Category 2 discounts to K-12 schools and libraries over a 5-year budget cycle.

By the Numbers

Insight was awarded more than \$50 million in projects since 2015.

\$8 billion in funding is available in the USAC five-year budget cycle.

\$3.1B requested and **\$2.52B** E-Rate funding committed in 2021. **\$2.2B** disbursed in 2021.

35,900 applications were processed in 2021, and **125,440** schools and libraries received E-Rate support and services, which included more than **98,000** schools, **15,000** school facilities, and **11,000** libraries.

42,700 schools were utilizing the E-Rate program to support high-speed Wi-Fi.

98% of E-Rate applicants say their Wi-Fi network is critical to fulfilling their mission.

79% of E-Rate applicants feel they need to upgrade their Wi-Fi within three years.

(Sources: 2021 USAC Annual Report; Funds for Learning 2020 survey)

Our E-Rate Solution

Insight Public Sector is a tier 1 partner with Cisco, Cisco Meraki, HP, Aruba, and APC and has been ranked as one of the top 10 Service Providers for the E-Rate program in the Internal Connections category. Insight offerings include eligible products and maintenance for Internal Connections and Managed Internal Broadband Services (MIBS).

Insight has extensive experience leveraging funds generated via bond issues or other grant sources into E-Rate application opportunities. We also provide our clients with information and assistance to ensure that the funding/discounts received under the E-Rate program (and others) are maximized.

We currently hold some of the largest contracts in the industry, from federal contracts (e.g., GSA, NASA SEWP, JELA) to national cooperative contracts (e.g., NASPO ValuePoint, OMNIA Partners). These contracts and our dedicated Public Sector sales and services teams collectively allow us to provide customized products and solutions ranging from initial consulting, procurement, and delivery to maintenance and support.

Our E-Rate employees are also trained on the Ethics and Responsibilities components to maintain Federal program compliance. Insight can help Mayor Joe V. Sanchez Public Library navigate the E-Rate process with our industry-recognized solutions portfolio for:

- **Digital Equity.** Built to enable your school or library to help bridge the digital gap.
- **Web Traffic Support.** Handle traffic increases, schedule availability, throttle bandwidth hogs, block unwanted web traffic, and prioritize apps.
- **Dependable Outdoor Wi-Fi.** Deployed in a matter of minutes, then managed and monitored from anywhere.

Internal Connections and Managed Internal Broadband Services (MIBS)

The Federal Communications Commission (FCC) considers Managed Internal Broadband Services (MIBS) to be technology and services that cover the third-party operation, management, and monitoring of a Local Area Network (LAN) or Wireless Local Area Network (WLAN). This is a Category 2 E-Rate service for managed Wi-Fi, installation, activation, maintenance, initial configuration, and on-site training of eligible equipment. In some arrangements, the applicant will sign a contract with a provider who would own, manage, operate and maintain the network equipment; or the applicant will own the equipment but have a provider manage it. MIBS equipment includes:

- | | |
|---|---|
| • Firewalls and Firewall-related services | • Switches |
| • Wireless Access Points | • Antennas (must be integral to the LAN/WLAN) |
| • Wireless Controllers | • Wiring |
| • Hubs | • Cabling |
| • Routers | |

Eligible products are located at the applicant site and must be necessary to transport information to classrooms or publicly accessible library areas. Services provided by a third party for the operation, management, and monitoring of eligible broadband internal connection components are eligible MIBS (e.g., managed Wi-Fi). Program support is limited to eligible expenses or portions that directly support and are necessary for broadband connectivity within schools and libraries. Applicants may lease equipment as a part of an internal connections request or a MIBS request.

Equipment Not Covered by the E-Rate Program

End-user devices, desktops (including virtual), laptops, handhelds, tablets, large format displays, projectors, cameras, speakers, end-user applications, non-critical network infrastructure, file servers, online backup, cloud services (web hosting, email, etc.), anti-virus, anti-spam, IDS/IPS, content filtering, NAC, and physical security.

For complete service coverage information, please visit: <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>

Basic Maintenance of Internal Connections (BMIC)

Basic Maintenance of Internal Connections (BMIC) covers the repair and upkeep of eligible internal connections. Eligible repair and upkeep services include hardware, wiring, and cable maintenance, along with basic technical support and configuration changes. The products must be eligible for discounts for their associated repair and upkeep services to be eligible.

In general, applicants may only receive support for actual work performed under a contract on eligible products and parts that are repaired or replaced. Unbundled warranties or fixed-price contracts are not eligible for reimbursement unless the ineligible portions of the warranty or contract can be cost-allocated.

Services such as software upgrades and patches (including bug fixes and security patches) and online and telephone-based technical assistance and tools that are typically standard fixed-priced offerings will continue to be funded as BMIC if the service or equipment would only function and serve its intended purpose with the degree of reliability ordinarily provided with these specific services.

The E-Rate Application Process

To complete the E-Rate application process, you must (1) initiate a 28-day (minimum) competitive bidding process using the FCC Form 470, then (2) request services and equipment, together with information about the entities that will receive the services and equipment using the FCC Form 471. The FCC Form 470 and the FCC Form 471 must have requested the license under the appropriate service type. It is critical that the services are properly bid in the FCC Form 470 process and filed correctly on the FCC Form 471 when it is submitted.

Our E-Rate Information

INSIGHT SPIN NUMBER: 143030052

INSIGHT FRN NUMBER: 0020393138

The USAC Funding Process

The Universal Service Administrative Company School and Libraries Division (USAC) is responsible for the day-to-day administration of the E-Rate program. Insight's E-Rate experience includes extensive knowledge of the USAC guidelines and requirements for Universal Service Funds (USF) collection. We have established strict procedures for providing the detailed accounting necessary to meet the USAC and individual customer requirements. Insight's E-Rate customers determine the invoice method for their E-Rate FRNs – either split invoicing (Form 474) or BEAR (Form 472). In either invoice mode, Insight will not invoice for any product not delivered or services not performed. Insight always follows SLD guidelines regarding invoicing and collection.

If split invoicing is chosen, the following procedures should occur:

1. Once funding has been committed, Form 486 is submitted by the customer to SLD to signify the Service Start Date.
2. The SLD then approves the Service Start Date (Form 486).
3. The customer issues a Purchase Order to Insight.
4. The product order is placed by Insight upon receipt of the customer's PO.
5. Upon product delivery(s), the customer is billed for their portion only, and Insight submits a Form 474 to USAC for payment of their committed amount.
6. If services are included on the customer's PO, a Service Job is set up by Insight.

7. If progress billing is allowed and a milestone has been reached, a Work Approval Form (WAF) is submitted by Insight for customer sign-off.
8. Once the WAF has been signed and returned to Insight, an invoice for the agreed-upon amount is processed (one invoice for the customer's portion and one invoice to USAC for their committed amount).
9. If USAC requests a Service Certification, one will be sent by Insight to the customer along with the applicable invoice copies.
10. The customer will have seven calendar days to review, sign and return to USAC the Service Certification so that payment can be processed.
11. If the customer does not return the Service Certification within the deadline, the invoice will be zero paid by USAC, and the billing cycle begins again.

If the BEAR method is chosen, the following should occur:

1. The customer issues a Purchase Order (PO) to Insight.
1. The product order is placed by Insight upon receipt of the customer's PO.
2. Upon product delivery(s), the customer is billed by Insight.
3. If services are included on the PO, a Service Job is set up by Insight.
4. If progress billing is allowed and a milestone has been reached, a Work Approval Form (WAF) is submitted by Insight for customer sign-off.
5. Once WAF has been signed and returned to Insight, an invoice for the agreed-upon amount is processed and sent to the customer.
6. If the customer does not return the Service Certification within the deadline, the BEAR form will be denied and must be resubmitted.

Our E-Rate Experience

Insight Public Sector has been the education technology provider of choice for many school districts throughout the U.S. for over 25 years. Insight understands that Mayor Joe V. Sanchez Public Library is seeking to enter a partnership with a technology provider to implement, refine and support a state-of-the-art IT technology infrastructure. Our long-standing participation in E-Rate significantly allows applicants to grow their infrastructure with current technologies. Our proven strategies encourage applicants to have good planning and strategic vision to achieve the most from the E-Rate program.

References

Insight recognizes that our future success depends upon our ability to cultivate and build customer relationships for life. Our proficiency with E-Rate helps educational institutions modernize and grow their infrastructure while building long-term relationships beyond a single project. We have worked with many of our clients since E-Rate started.

Insight respects and honors the wishes of our customers, who act as references. Therefore, we respectfully request that you contact your Client Executive, Darak Weaver, before contacting any customer references so our representatives can properly maintain customer relationships and notify our customers from whom to expect contact. We appreciate your cooperation.

Customer:	Brownsville Independent School District
Contact Name:	Todd Nichols
Address:	1625 Price Road, Brownsville, Texas 78521
Phone Number:	956.548.8241
Email Address:	todda@bisd.us
Description:	Installed and/or upgraded several LAN/WAN projects, including Cisco hardware, APC UPSs, cabling, security, wireless, IP Telephony, Tandberg videoconferencing, servers, and maintenance/onsite technical support.

Customer:	Edcouch Elsa ISD
Contact Name:	Joe Torres
Address:	PO Box 127, Edcouch, TX 78538
Phone Number:	361.664.0981
Email Address:	jtorres@eeisd.org
Description:	Installed and/or upgraded several LAN/WAN projects, including Cisco hardware, cabling, wireless, and maintenance/onsite technical support.

Customer: Edinburg Consolidated Independent School District

Contact Name: Eduardo Moreno
Address: 411 North 8th Avenue, Edinburg, Texas 78539
Phone Number: 956.316.7421
Email Address: **edu.moreno@ecisd.us**
Description: Deployed a district-wide Wireless IP Network consisting of over 800 Wireless APs. Engineered and installed new district NOC. Ongoing services include network upgrades, video distribution, video conferencing, and maintenance services and products.

Customer: La Joya Independent School District

Contact Name: Fernando Mercado
Address: 215 E-East Expressway 83, La Joya, Texas 78560
Phone Number: 956.323.2500
Email Address: **f.mercado@lajoyaisd.net**
Description: Installed and/or upgraded several LAN/WAN projects, including Cisco hardware, APC UPSs, cabling, security, wireless, IP Telephony, Polycom and Tandberg videoconferencing, servers, and maintenance/onsite technical support.

Customer: Los Fresnos Independent School District

Contact Name: Billy Simpson, IT Director
Address: 600 North Mesquite, Los Fresnos, Texas 78566
Phone Number: 956.233.6980
Email Address: **bsimpson@lfcisd.net**
Description: Installed a district-wide Unified Communications implementation for all campuses, which included a turnkey switched 10/100/1000 Ethernet network with a ten gig backbone. Additionally, Insight provided a CommScope 10 Gig Fiber Optic/Category 6 structured cabling solution, Tandberg Distance Learning, and a VBrick Video Streaming solution. Also, a Cisco VOIP Phone system was installed at all district locations.

Staff Certifications

Insight's staff and our affiliates have extensive experience and technical and business skills. Insight regularly invests in our employees' training and professional development. As such, our Consulting and Professional Services staff holds over 2,400 technical certifications.

As we strive to align the appropriate technology with your strategic business goals, we will never forget that a positive bottom-line result is a huge piece of the equation. Fortunately, Insight's established solutions and services eliminate costly and time-consuming assumptions, allowing us to work with you to deliver optimal results in minimal time.

Cisco Gold Certified Partner

- | | |
|---|--|
| <ul style="list-style-type: none"> • Master Specializations <ul style="list-style-type: none"> ○ Collaboration ○ Security ○ Cloud Builder ○ Cloud and Managed Services • Cloud Partner <ul style="list-style-type: none"> ○ Cloud Builder-Infrastructure, Management, and Services ○ Storage: EMC ○ Virtualization: VMware ○ Cloud Management: VMware ○ Cloud Professional Services • Architecture Specialization <ul style="list-style-type: none"> ○ Advanced Collaboration Architecture ○ Advanced Borderless Network Architecture ○ Advanced Data Center Architecture Specialization • Advanced Specializations <ul style="list-style-type: none"> ○ Advanced Content Security ○ Small Business | <ul style="list-style-type: none"> • Advanced Technology Providers <ul style="list-style-type: none"> ○ Identity Services Engine ○ Unified Contact Center Enterprise ○ TelePresence Video Master ○ Customer Voice Portal ○ Physical Security ○ Data Virtualization ○ ServiceGrid Reseller ○ UCS Invicta • Cisco Managed Services Channel Program (“MSCP”) <ul style="list-style-type: none"> ○ Powered Unified Communications ○ Powered Managed Security ○ Powered Management Contact Center • Services Reseller <ul style="list-style-type: none"> ○ Cloud Services Reseller • Other Authorizations <ul style="list-style-type: none"> ○ Try and Buy ○ Global Resale Agent ○ Global Cloud and Managed Services (“CMSP”) Host |
|---|--|

Microsoft Gold Partner

- Cloud Productivity
- Communications
- CRM
- Datacenter
- Devices and Deployment
- Identity and Access
- Messaging
- Midmarket Solution Provider
- Software Asset Management
- Volume Licensing

Microsoft Silver Partner

- Cloud Platform
- Collaboration and Content
- Data Analytics
- Small and Midmarket Cloud Solutions

HP Direct Marketer Specialist Partner

- **HP Platinum Certified Expertise**
 - HP Virtualization Platinum
 - HP Storage Platinum
 - HP Networking Platinum
 - HP Services ServiceOne Partner
- **HP ServiceOne Delivery Partner Expert**
 - HP Printers Service
 - HP Desktop Service
 - HP Building Proactive Networks
 - HP Notebooks
 - HP Authorized Service Provider
- **HP Software Authorizations**
 - HP ArcSight Authorization
 - HP Enterprise Software Authorization
 - HP Fortify Authorization
 - HP TippingPoint Authorization
 - HP Vertica Authorization
 - HP Autonomy Authorization
- **Other HP Specializations and Designations**
 - US System Builder Specialist
 - North American Managed Print Specialist
 - US HP Networking Master Partner Program
 - North America ServiceOne Expert – Sales and Delivery
- **Insight HP Direct Marketer Specialist**
 - HP Converged Infrastructure Certification
 - HP BladeSystem Certification
 - HP Enterprise Storage Certification
 - HP Networking Certification
 - HP Technology Services Certification
 - HP Software Certification
- **Insight HP Hardware Authorizations**
 - HP Business Critical Systems Authorization
 - HP Enterprise Networking Authorization
 - HP Enterprise Storage Authorization
 - HP Enterprise Storage P9000 (XP) Authorization

Texas Certification Summary

Insight's consulting and professional services staff in the State of Texas hold the certifications including:

Texas Staff Certifications

- | | | | |
|--------------|------------|--------------|--------------|
| • Apple | • BICSI | • Blue Coat | • Comptia |
| • Brocade | • Citrix | • CommScope* | • Fluke |
| • Cisco | • EMC | • F5 | • Juniper |
| • EC-Council | • IBM | • ITIL | • Net Gen |
| • HP | • Lexmark | • Microsoft | • PMI |
| • Leviton | • Novell | • Panduit | • Sourcefire |
| • NetApp | • RSA | • Solarwinds | • VCE |
| • Quest | • Tandberg | • TruSecure | • Veeam |
| • Systimax* | | | • VWare |

*Central and South Texas Only

Terms & Conditions

Insight is pleased to provide the following E-Rate FY 2023 Terms and Conditions related to our proposed E-Rate Basic Maintenance of Internal Connection (BMIC) solution for Mayor Joe V. Sanchez Public Library.

Acceptance

Signature by Mayor Joe V. Sanchez Public Library System on the Contract Acceptance Page creates an agreement under the terms of the Contract for E-Rate Projects (the "Contract").

Contract Exceptions

Notwithstanding anything in the Mayor Joe V. Sanchez Public Library's Request for Proposal to the contrary, any engagement resulting from Insight's response to the Request for Proposal will be governed by Insight's Contract for E-Rate Projects and any additional documents identified on the Contract Acceptance Page of this proposal. Nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually acceptable terms prior to commencement of the engagement.

Contract for E-Rate Projects

1. Structure

- a. The terms and conditions beginning with this Section 1 ("Structure") through Section 16 ("Definitions"), along with the Contract Acceptance Page and any addendums and exhibits identified and immediately following the Contract Acceptance Page, excluding the appendices provided only as supplemental information to the Customer's Request for Proposal, ("Other Documents"), govern the relationship between the Mayor Joe V. Sanchez Public Library ("Customer") and Insight Public Sector, Inc. ("Insight") and collectively constitute the contract for the sale of Products and Services (the "Contract for E-Rate Projects" or the "Contract").
- b. Performance of this Contract will commence on July 1, 2023 and continue for a 1-year period ending on June 30th of the following year ("Initial Term") and automatically renew for an additional 1-year term after the Initial Term to ensure a written agreement is in place between the parties as required by the governmental funding authority based on any delay in funding by the same authority. Thereafter, this Contract may be renewed for up to 3 additional 1-year terms upon mutual, written agreement of both parties at least 30 days prior to the end of the then-current term.
- c. The Customer acknowledges that Insight is not the manufacturer of Product, and that Insight may engage third parties to provide Services. Insight makes no independent representation or warranty with respect to any Products provided, or Services performed, by a Third Party. Insight hereby transfers to the Customer, to the extent transferable, whatever transferable terms and conditions Insight receives from the Third Party, such as manufacturer's warranties, indemnities, statements of work, or shrink-wrapped software licenses, which shall govern the relationship between the Third Party and the Customer with respect to Third Party Products or Services (collectively "Third Party Terms").

2. Prices

- a. Prices shall be specified by Insight and shall be applicable for the period specified in Insight's quote. If no period is specified, prices shall be applicable for 30 days.
- b. Any special pricing that is passed on to the Customer will be from the Manufacturer for E-Rate eligible and/or partially eligible products but must be valid for E-Rate eligible and partially eligible products that are funded by the E-Rate program in Funding Year 2023. Insight reserves the right to (i) re-negotiate pricing for those Manufacturer eligible and non-eligible products that are not funded if the Customer elects to continue the project without E-Rate funding, and (ii) to terminate any obligation to provide such products (without penalty) if the parties cannot agree to such pricing.
- c. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority. If Insight is held liable for or pays any of the foregoing taxes, the Customer shall reimburse Insight for such taxes in addition to the price of the Products.
- d. Shipping charges are not included in prices and will be invoiced, if applicable, as separate items.

3. Orders

- a. The Customer will submit orders on the Customer's standard purchase order form or on an alternate order form approved by Insight, or otherwise by electronic means acceptable to Insight. The Customer's order shall be deemed to incorporate the terms and conditions of this Contract without reference in the order to this Contract. Insight specifically objects to any additional terms being added through a purchase order or similar document. Any additional terms contained in the Customer's purchase order will not become part of the Contract and the terms of this Contract supersede any and all terms in any such purchase order. The Customer's order is subject to Insight's credit and acceptance requirements. Each Customer order that has been accepted by Insight (including any Statement of Work that has been executed by the Customer and delivered to Insight) shall be referred to as an "Order." Insight may accept an order by providing the Customer with a written confirmation of acceptance, sent by mail, facsimile or other electronic means; by shipping the Product; or by beginning performance of the Insight Services. No Orders may be cancelled or rescheduled without Insight's written consent, which may be given in Insight's sole discretion.
- b. All shipments by Insight are F.O.B. point of origin. Subject to Insight's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to the Customer and title and risk of loss shall thereupon pass to the Customer. Products invoiced and held by Insight for any reason will be held at the Customer's risk and expense. Selection of the carrier and delivery route shall be made by Insight. Insight will use reasonable efforts to initiate shipment and schedule delivery as close as possible to the Customer's requested delivery dates. The Customer acknowledges that delivery dates provided by Insight are estimates only and that Insight is not liable for failure to deliver on such dates. Notwithstanding the foregoing, Insight will use reasonable efforts to meet the Customer's delivery requirements and will keep the Customer informed of delivery status. Insight reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified shall not relieve the Customer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of 1 installment shall not entitle the Customer to cancel other installments.
- c. Notwithstanding any provision of this Contract to the contrary, orders for special, custom, value-added and other non-standard Products, including Products of manufacturers which do not appear on Insight's line card, Products which have been tested, assembled or integrated for the Customer, work-in-process and Products otherwise identified by Insight as "NCNR" or "Non-Cancelable and Non-Returnable" ("Non-Standard Products") will be non-cancelable and non-returnable.
- d. All sales are final, except with respect to Products that do not meet applicable manufacturer's specifications or that are not identified in the Order. Inspection and acceptance will be the Customer's responsibility. The Customer is deemed to have accepted the Products unless written notice of rejection is received by Insight within 10 days after delivery of the Products. The Customer waives any right to revoke acceptance thereafter. The Customer must report any discrepancy in shipment quantity or damage and request a Return Material Authorization ("RMA") within 10 days after delivery. No return of Products will be accepted by Insight without an RMA and an associated number, which may be issued by Insight in its sole discretion. Returned Products, unless damaged in transit, must be in their original, unaltered, undamaged condition, and must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective or damaged, a complete description of the nature of the defect or damage must be included with the returned Products. Products not eligible for return shall be returned to the Customer, freight collect.

4. Invoicing and Payment

- a. The Customer will be invoiced for any Product other than Product Maintenance (e.g., hardware, software, documentation, accessories, materials, supplies and parts) upon delivery to a common carrier.
- b. The Customer will be invoiced for any Product Maintenance upon Insight's receipt of the applicable Third Party invoice for such Product Maintenance.
- c. The Customer will be invoiced for Services on a monthly basis or upon completion of mutually agreed upon milestones as defined in the Statement of Work or related project plan. Invoicing details may also be provided on a Work Approval Form, which Insight may require the Customer to sign to acknowledge performance of the applicable Services.
- d. Payment of the net amount of all invoices, without offset or deduction, is due 30 days from the date of Insight's invoice. Additional payment terms may be set forth in Other Documents.
- e. Checks are accepted subject to collection and the date of collection is deemed the date of payment. On any past due invoice, the Customer shall pay interest from the payment due date to the date of payment at the annual percentage rate of 18% (or such lower rate as may be the maximum allowable by law), together with Insight's costs of collection (including reasonable attorneys' fees).
- f. The Customer agrees that Insight may, in its sole discretion, at any time, change the terms of the Customer's credit, before shipment of any or all Products or before beginning any Services.

5. Insight Services

The following terms apply to Insight Services:

- a. The Customer agrees to provide Insight with sufficient, free and safe access to the premises where the Customer requires Insight Services to be performed.
- b. Statement of Work. A separate Statement of Work may be required by Insight for each Service transaction. The Customer's order for Insight Services is subject to acceptance by Insight. The Statement of Work may include, but may not be limited to (i) the service description; (ii) any additional terms and conditions for the Insight Service; (iii) each party's responsibilities; (iv) the conditions that Insight must meet to complete the Insight Service ("Completion Requirements"); and (v) the charges and fees, exclusive of taxes. Any changes to the Statement of Work must be in writing and signed by both parties.
- c. Completion Requirements. Insight will inform the Customer in writing when Services are complete. Services are complete when all of the Completion requirements (if any) specified in the Statement of Work have been met. If no Completion Requirements are specified in the Statement of Work, then Services are complete when they are performed substantially in accordance with the terms of the applicable Statement of Work. Unless a different period is provided in the Statement of Work, the Customer shall have 10 business days from receipt of a completed Work Approval Form to notify Insight if the Customer believes the Completion Requirements have not been met or if performance is in material non-conformance with specifications.
- d. Personnel. Insight and the Customer shall each designate a project representative. All Insight and the Customer personnel assigned to participate on each party's behalf shall be knowledgeable in their assigned areas of responsibility. Unless otherwise provided in the Statement of Work, each party has the right to determine the assignment and re-assignment of its personnel. Insight may subcontract Insight Services to subcontractors selected by Insight.
- e. Insurance. Insight and the Customer, respectively, shall be responsible, at their own cost and expense, for maintaining in effect policy or policies of insurance insuring against claims, demands or actions arising out of or in relation to the Insight Services provided pursuant to this Contract, in an amount not less than \$500,000 in respect of injuries or death of any one person, \$1,000,000 in respect of any one accident or disaster, and in an amount not less than \$100,000 in respect of property damaged or destroyed. Such insurance shall be underwritten by companies qualified to do business in the state in which the Services are to be performed. Each party shall, upon the reasonable request of the other party, deliver a validly executed certificate of insurance evidencing the above.

6. Insight's Limited Warranty

- a. Insight Services. Insight warrants Insight Services will materially conform to the applicable Statement of Work for 30 days from the date of delivery. These warranties are void to the extent of any alterations to any Services that are not performed or authorized in writing by Insight. The Customer must bring any breach of these warranties to Insight's attention promptly in writing within 30 days of the date that the Services that are the subject of the breach were performed. Upon any breach of the warranties set forth in this section, Insight may, at its election, (i) use reasonable efforts to re-perform such, at no charge to the Customer, or (ii) terminate the applicable Service and return the fees paid by the Customer to Insight for such non-conforming Services (without interest) that are appropriately apportioned for the subject Service. **THE FOREGOING REMEDIES WILL BE THE CUSTOMER'S SOLE REMEDIES AND INSIGHT'S SOLE LIABILITY WITH RESPECT TO A BREACH BY INSIGHT OF THE WARRANTIES SET FORTH IN THIS SECTION 6(a).**
- b. Resale of Third Party Services. Insight hereby transfers any transferable warranties from any applicable Third Party. Insight makes no independent warranty with respect to Services performed by a Third Party.
- c. Products. **ALL PRODUCTS ARE PROVIDED BY INSIGHT "AS IS."** INSIGHT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. Insight hereby transfers to the Customer, to the extent transferable, whatever transferable warranties and indemnities Insight receives from the manufacturer of the Products, including any transferable warranties and indemnities respecting patent infringement. the Customer, recognizing that Insight is not the manufacturer of Product, expressly waives any claim that the Customer may have against Insight based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any Product, as well as any right to indemnification from Insight on account of any such claim made against the Customer by a third party.
- d. The warranties set forth in this section are the only warranties made by Insight, and Insight makes no other warranties, express or implied, with respect to the Products acquired and Services sold hereunder. **IN PARTICULAR, INSIGHT MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES SOLD OR ACQUIRED HEREUNDER, OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING PROPRIETARY RIGHT INFRINGEMENT. INSIGHT DOES NOT AUTHORIZE ANY PERSON TO ASSUME FOR IT THE OBLIGATIONS CONTAINED HEREIN.**

7. Limitation of Liability

- a. The Customer will look solely to the manufacturers of the Products acquired pursuant hereto, or to the Third Party, for relief with respect to any and all claims, actions, suits, proceedings, demands, liabilities, losses, damages and expenses (including attorneys' fees) resulting from any claim by the Customer or any third party (including the Customer's employees) arising out of or related in any way to the Products or Services or the use or operation thereof, whether such claim is brought in contract, warranty, tort or otherwise (collectively "Liabilities"). The Customer will defend, indemnify and hold Insight harmless from and against all such Liabilities.
- b. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. EXCLUDING DAMAGES FOR BODILY INJURY, THE CUSTOMER'S RECOVERY FROM INSIGHT FOR ANY CLAIM WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR THE AMOUNTS PAID BY THE CUSTOMER FOR THE PRODUCT MAINTENANCE OR SERVICES GIVING RISE TO THE CLAIM THAT WERE PROVIDED DURING THE 6 MONTHS PRECEDING THE CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. INSIGHT SHALL NOT BE LIABLE FOR AND THE CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD INSIGHT HARMLESS FROM ANY CLAIMS BASED ON INSIGHT'S COMPLIANCE WITH THE CUSTOMER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN INSIGHT, OR USE IN COMBINATION WITH OTHER PRODUCTS.
- d. No action arising out of the performance of any Services, or the sale and acquisition of any Products, pursuant to this Contract may be brought by either party more than 2 years after such cause of action accrues, except that an action for nonpayment may be brought within 2 years of the date of the last payment.

8. Termination

- a. Either party may terminate this Contract without cause at any time by giving the other party at least 30 days prior written notice.
 - b. Insight may terminate any Order for default for which the Customer refuses or is unable to accept delivery, or fails to make payment when due and does not make such payment within 10 days after notice from Insight that payment is past due.
 - c. Either party may terminate this Contract and any Order without notice if the other party is unable to pay its debts when due or becomes insolvent, files for bankruptcy or is the subject of involuntary bankruptcy, or has its assets assigned or a receiver appointed.
 - d. Either party may terminate any Order for which the other party fails to perform any of its obligations hereunder with respect to such Order to be in default and fails to cure such default within 30 days after written notice thereof.
 - e. All Orders existing at the time of termination of this Contract shall remain in effect and shall be performed in accordance with the terms of this Contract, except Orders terminated in accordance with this Section. The Customer shall pay for all products ordered by Insight for the Customer's account and for all work in process (including charges for labor and materials) as of the effective date of termination of this Contract or Order, as applicable.
 - f. The exercise of the right to terminate this Contract or any Order will be in addition to any other right and remedy provided in this Contract or existing at law or equity that is not otherwise excluded or limited under this Contract.
1. **Intellectual Property.** If an Order includes software or other intellectual property, such software or other intellectual property is provided by Insight to the Customer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Unless otherwise provided in this Contract, Insight is not the licensor and the Customer acquires the license directly from the manufacturer or the manufacturer's authorized licensor.
 2. **Confidential Information.** The Customer agrees to hold information designated in writing as confidential or proprietary by Insight in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Customer's obligations hereunder, and to advise the Customer's employees, agents, contractors, and representatives of their obligations to keep such information confidential. The Customer shall take reasonable precautions to protect the confidentiality of such information, at least as stringent as the Customer takes to protect its own confidential information. Nothing herein transfers to the Customer any title to or ownership rights in any such information; and, upon written request of Insight, the Customer will promptly return or delete any such information which it has in its possession.

3. **Non-Solicitation.** The Customer agrees that the personnel of Insight as well as the personnel of any Third Party are critical to Insight and the Third Party's ability to provide Services. Therefore, the Customer agrees not to hire or otherwise solicit the employment of any Insight or Third-Party personnel associated with performing the Services or supplying the Products acquired hereunder during the term of this Contract or for 1 year thereafter. If the Customer violates this prohibition, the Customer shall immediately pay to Insight an amount equal to the annual compensation of the Insight personnel solicited or hired or the amount Insight would then be liable to the Third Party pursuant to any agreement with it.
4. **Independent Contractors.** Insight, and each of the Third-Party Providers, shall act as independent contractors. Neither party hereto shall represent that it has the authority, express or implied, to assume or create any obligation on behalf of the other party as agent or employee in any capacity. The parties agree that this Contract does not establish a joint venture or partnership.
5. **Security Interest.** Insight reserves a purchase money security interest in all Products purchased under this Contract, all additions and accessions thereto and all replacements and proceeds thereof to secure payment of the Customer's obligations. Such security interest is retained until the Customer's obligations are paid in full. Insight may file this Contract or financing statements pursuant to the Uniform Commercial Code or other applicable law to evidence or perfect Insight's security interest in the Products. The Customer hereby irrevocably appoints Insight as its attorney-in-fact to execute such financing statements and to do such other acts and things as may be necessary to perfect or preserve Insight's security interest in the Products. At Insight's request, the Customer shall join with Insight in executing such financing statements. The Customer shall pay all fees, taxes, and assessments associated with the filing of this Contract or financing statements.
6. **Notices.** Any notice required or permitted to be sent to either party under the terms of this Contract or any agreement entered into pursuant hereto shall be deemed to have been given when in writing and delivered personally or mailed postage prepaid by registered or certified mail, return receipt requested, to the party to be notified at the address set forth below or such other address as the party may from time to time designate in writing:

CUSTOMER: _____	INSIGHT: <u>Insight Public Sector, Inc.</u>
_____	<u>13755 Sunrise Valley Dr., Ste. 750</u>
_____	<u>Herndon, VA 20171</u>
Attention: _____	Attention: <u>IPS Proposal Department</u>

9. General

- a. This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals and communications between the parties, written or oral, relating to the subject matter of this Contract. This Contract may be modified only by writings duly signed by authorized representatives of both parties.
- b. Neither party shall be liable for failure to fulfill its obligations under this Contract or any other agreement entered into pursuant hereto, or for delays in delivery due to causes beyond its reasonable control, including but not limited to, acts of God, acts or omissions of the other party, acts or omissions of civil or military authority, government priorities, changes in law, man-made or natural disasters, materials shortages, fires, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.
- c. This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.
- d. Except as specifically provided herein, the Customer may not assign this Contract or any of its rights or obligations hereunder without the prior written consent of Insight. Any such attempted assignment shall be null and void. This Contract shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.
- e. The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right of such party to require performance at any time thereafter, nor will the waiver by either party of a breach of any provision of this Contract be taken or held to be a waiver of any provision itself.
- f. Any provision of this Contract that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in such jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.
- g. The headings used in this Contract are for convenience of reference only and shall be ignored in the construction and interpretation of this Contract.

10. Definitions

- “Product(s)” means hardware, software, documentation, accessories, cabling, material, supplies and parts, and any Product Maintenance provided by Insight under this Contract.
- “Product Maintenance” means any maintenance and/or support of any hardware, software, documentation, accessories, cabling, material, supplies, or other parts that are performed by a Third Party and provided by Insight under this Contract.
- “Services” means the specific professional services, network management, or business process outsourcing services, or other related services, set forth in an Order and/or Statement of Work, to be performed by Insight or a Third Party pursuant to this Contract.
- “Third Party” means a third party that designs and/or manufactures Products or performs Services that are resold to Customer by Insight. Third Party includes manufacturers and non-manufacturers but does not include subcontractors.

If a capitalized term used in this Contract is not identified in this Section 16, then that term shall have the definition ascribed to that term as may be found in the Other Documents.

Contract Acceptance Page

Mayor Joe V. Sanchez Public Library has selected Insight Public Sector, Inc. ("Insight") (SPIN# 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing form 471. By executing this Contract Acceptance Page, Mayor Joe V. Sanchez Public Library and Insight agree to all of the terms set forth in the Contract for E-Rate Projects and requirements of all of the following subject to the requirements of the Schools and Libraries Division (the "SLD") of USAC pertaining to E-Rate funding, and the following Other Documents:

Document Name	Form No.	Reference
Contract Renewal	Addendum One	
Annual Basic Maintenance Services Agreement	Addendum Two	
Vendor Background and Bid Response Forms	Exhibit 1	
Pricing	Exhibit 2	
Insight W-9 Form	Exhibit 3	
Certificate of Insurance	Exhibit 4	

All of the foregoing together comprise and constitute one single contract between Mayor Joe V. Sanchez Public Library and Insight and shall be referred to herein as the "Contract". In case of any ambiguity or conflict among the documents that comprise the Contract, the ambiguity/conflict will be interpreted and resolved in accordance with the following order of precedence: (1) the Contract; (2) the applicable Statement of Work; (3) the remaining Other Documents; (4) Insight's proposal; and (5) the Mayor Joe V. Sanchez Public Library's Request for Proposal that initiated this proposal.

Customer represents and warrants that the individual executing this Contract has the authority to bind the Customer in this matter. The effective date of the Contract is the date of the last signature below.

Customer Reference Number: _____

Insight Reference Number: 202211010-erfp

Mayor Joe V. Sanchez Public Library

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

Address: _____

Attn: _____

INSIGHT PUBLIC SECTOR, INC.

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

Address: _____

Attn: _____

Addenda

Insight is pleased to provide the following Addenda:

- Contract Renewal
- Annual Basic Maintenance Services Agreement

Addendum One: Contract Renewal

Insight is providing this Contract Renewal form to Mayor Joe V. Sanchez Public Library for any future E-Rate opportunities. Signature of this Contract Renewal constitutes a renewal of the binding agreement previously executed between Insight Public Sector, Inc. ("Insight") and Mayor Joe V. Sanchez Public Library ("Customer") dated _____, Contract No. _____ (the "Contract") in accordance with the requirements of the Schools and Libraries Division (SLD) of the USAC, pertaining to E-Rate funding.

By executing this Contract Renewal, the parties agree:

- That Mayor Joe V. Sanchez Public Library has selected Insight Public Sector, Inc. ("Insight") (SPIN # 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing Form 471.
- The Contract, including all terms, conditions, and specifications thereof, is hereby renewed for an additional 1-year term, and may be subsequently renewed annually for up to three additional 1-year terms upon mutual, written agreement of both parties at least 30 days prior to the end of the then-current term.
- Either party may terminate the Contract for its convenience upon 30 days written notice to the other.
- The individual signing this Contract Renewal represents he/she has actual authority to execute this instrument and therefore binds their respective party to the requirements of this Contract Renewal as well as the Contract.

Except as otherwise expressly provided in this Contract Renewal, the Contract shall remain unchanged and in full force and effect.

Customer Reference Number: 202211010-erfp

Insight Reference Number:

Mayor Joe V. Sanchez Public Library

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

INSIGHT PUBLIC SECTOR, INC.

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

Addendum Two: Annual Basic Maintenance Services Agreement

This Agreement provides Help Desk Support and Onsite Support described in Section 1 below (collectively, "Services") by Insight Public Sector, Inc.'s ("Insight") National Customer Support Center ("NCSC") for the covered equipment, cabling plant and software identified in Section 2.a. below (collectively, "Covered Equipment"). The Services are intended to assist Customer's in-house technical staff diagnosis and resolve problems with the Covered Equipment. Insight uses the Insight implementation of the Remedy® Total Call Management (TCM) service management software solution to manage service calls. Only Services provided hereunder which are authorized under the Schools and Libraries Division ("SLD") guidelines are provided under this Agreement.

1. SERVICES

a. Scope

The Services are intended to answer operational and configuration questions, to determine if a problem exists with Covered Equipment, and to assist Customer to report such problems for correction to the Third-Party Provider that is responsible for correcting the problem. These Services are not intended to include or replace such services provided by other Third-Party Providers to isolate and repair equipment, cable and software failures, including but not limited to services provided under the manufacturer's warranty and support agreements.

b. Help Desk Support

Help Desk Support is provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard Time ("Help Desk Covered Hours"). Customer places its request for Help Desk Support by a telephone call to a toll-free number or by sending an email to a designated email address, containing such information as Insight requires to open a service request.

Help Desk Support's toll-free number is 866.536.8767, and the email address is ncsc-data-admin@insight.com.

An NCSC technician will respond to the service request within 1-hour during Covered Hours. The NCSC technician will collect the service request profile information, which Customer shall provide, to include the onsite contact name and phone number, the make, model and serial number of the failing equipment, and a description of the problem, what functions were being performed at time of failure, description of any recent hardware or software changes, and other information as may be requested by Insight. The service request and any outage alerts are entered into Remedy for call response, tracking and closure.

If the NCSC technician determines that call escalation is required, a network engineer will be contacted to assist with the problem.

c. Onsite Support

Onsite Services are provided during the hours of 7:00 a.m. to 5:00 p.m., local time at the Customer's site ("Onsite Covered Hours").

If a problem cannot be resolved remotely, a network engineer will be dispatched to arrive by the next-business-day after dispatch to provide onsite Services. In the event of an "Emergency," Insight will use its best efforts to provide an onsite response as soon as possible. An "Emergency" means a critical system failure affecting all users in a facility or the entire school district.

Once onsite, the network engineer stays in contact with both the Customer user and the NCSC Help Desk allowing Insight to track the progress and problem resolution. During the call resolution process Customer can determine resolution status by contacting the Help Desk.

2. COVERED EQUIPMENT

The list of Covered Equipment is intended to reflect the most recent update to the SLD's eligible services list. If the list of Covered Equipment differs from the most recent SLD list, then the most current SLD list shall take precedence. Only equipment, cabling plant and software purchased from Insight shall be part of the Covered Equipment.

a. Covered Equipment:

Network Hardware:

- Routers – includes upgrade components; however, WAN components are not included
- Switches - includes upgrade components; however, WAN components are not included
- Hubs - includes upgrade components; however, WAN components are not included
- Wireless LAN Controllers
- Wireless Access Points
- Firewalls

Network Operating Software:

- Software, or software upgrades, that would be essential to support the network operating system only. Application software, and any software for workstations/desktops are not eligible. All software must be for servers or network hardware as listed above.

Cabling:

- LAN structured cabling plant, inclusive of all normal cabling/tie lines

Other E-Rate Eligible Items:

- UPS devices
- Equipment Cabinets

b. Non Covered Equipment:

- WAN equipment and components
- MCU devices
- Email Software
- Customer Licenses for eligible software
- CODEC
- Voice Interface Cards
- Voice/Video over IP
- Voice Mail
- Workstations/Desktops
- Adds, Moves, Changes of Workstations/Desktops
- Any software, of any kind, that resides on Workstations/Desktops
- Any software, of any kind, that resides on Servers, and is not operating systems software
- Telephone Handsets
- Fax Machines
- Answering Machines

3. SERVICES NOT COVERED

The extent of Insight Services provided hereunder is expressly stated in this Agreement. Any Service not specified herein is outside the scope of this Agreement. Without limiting the foregoing:

- Insight is not responsible for lost data or any associated costs or attempts to reconstruct data that may have been lost while performing services hereunder.
- Insight is not responsible for any lost application configurations or associated costs or attempts to reconstruct configurations that may have been lost while performing services hereunder.
- The Agreement does not provide user maintenance packs/kits, replacement parts, operating supplies or accessories including media such as tapes and disk packs.

Customer acknowledges that the ability of Insight to provide the Services contemplated under this Agreement requires that Customer provide Insight with all required information, cooperation and access to Customer's network. Insight shall not be obligated to provide or be liable for failure to provide the Services if Customer fails to honor such obligations or if undertaken by Insight in reliance upon incorrect information provided by Customer.

4. TOTAL HOURS

Help Desk Support and On-Site Support are limited to a maximum number of hours during the initial 1-year term of this Agreement ("Total Hours"). The Total Hours include all time providing Help Desk Support and Onsite Support, including round trip travel time. Any portion of the Total Hours not used prior to the end of the initial 1-year term of this Agreement shall expire and may not be carried over to any subsequent renewal or other contractual agreement.

5. E-RATE ELIGIBILITY

- It is the intention of this Agreement to cover only those basic maintenance services deemed eligible for E-rate support under the Seventh Report and Order (FCC 14-99).
- The scope of work covered by this Agreement is contingent upon the definition of "basic maintenance" as determined by the FCC and administered by the USAC.
- If subsequent FCC rules, appeal decisions, and/or USAC interpretations shall deem any types of the maintenance and/or warranty services included within this agreement to be more than basic maintenance, and therefore ineligible for E-rate support, such service provisions and associated costs shall be automatically severed from this Agreement.
- In the event of such an amendment, the remainder of this Agreement shall remain in full force and effect.

6. PRICING

*Help Desk Support and On Site Support for a maximum of 200 Total Hours at a rate of **\$135** per hour. The Total Hours may be utilized beginning **July 1, 2023**, and ending on **June 30, 2024**. Any portion of the Total Hours not used prior to the end date shall expire and may not be carried over to any subsequent renewal or other contractual agreement.*

**TOTAL Maximum
Maintenance:
\$27,000**

Exhibits

Insight is pleased to provide the following Exhibits:

- Vendor Background Questions and Bid Response Forms
- Pricing
- Insight W-9 Form
- Certificate of Insurance

Exhibit 1: Vendor Background Questions and Bid Response Forms

Per RFP requirements, Insight has provided responses to the following Vendor Background Questions, please see below. Please note that upon contract award, the documents contained in Exhibit 1 will become part of the mutually agreed upon Contract

Vendor Background Questions (20 points)

1. Number of years your company has been in business.

Insight Public Sector, Inc. has been in business in the Rio Grande Valley for over 20 Years.

2. Where is your head office, your sales and customer service offices located?

Head office:

13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171

Sales and Customer Service office:

2712 N. McColl Road, McAllen, TX 78501

3. Where is your billing office?

2701 E. Insight Way, Chandler, AZ 85286

4. Number of employees in your company.

Insight employs more than 11,000 teammates worldwide

5. Number of employees in local (RGV) site (if applicable).

20

6. Number of employees in customer service.

12 individuals, including Project Managers, Sales and Engineers.

7. Number of employees with technical certifications.

Please see the extensive Cisco, APC, Tandberg and other certifications that we possess in the “***Our E-Rate Experience***” section of our proposal response.

8. Number of employees in local (RGV) site (if applicable) with technical Certifications.

12 employees, both engineers and project managers, have national and manufacturer certifications.

9. Are your hardware and software dependent on third party vendors for manufacturing?

We have direct (not third-party) relationships with all major manufacturers in this RFP response. This includes Cisco Systems (Gold Certified Partner) and APC (Platinum Partner).

10. Please list any items from current or anticipated equipment which you will not be able to provide maintenance.

None.

References (5 points)

- 1.) **Please provide a minimum of three references (public libraries or education entities in the RGV are preferred). For each reference provide names, address, phone numbers and email of the primary contact person.**

Please see the “***Our E-Rate Experience***” section of our proposal response for references.

Repair / Response Times (10 points)

- 1.) **How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (Monday-Friday 8:00am to 5:00pm)**

Average of four hours.

- 2.) **How long will it take for you to have a qualified technician on site outside normal business hours?**

Average of eight hours.

- 3.) **Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.**

Please see escalation contacts in the “***Addendum Two: Annual Basic Maintenance Services Agreement***” section of our proposal response.

- 4.) **Please provide a direct number for the person(s) who can immediately facilitate repairs during normal business hours (Monday-Friday 8:00-5:00)**

Please see escalation contacts in the “***Addendum Two: Annual Basic Maintenance Services Agreement***” section of our proposal response.

- 5.) **Please provide a direct number for the person(s) who can immediately facilitate evening and weekend repairs.**

Please see escalation contacts in the “***Addendum Two: Annual Basic Maintenance Services Agreement***” section of our proposal response.

Future Offerings (5 points)

- 1.) **What new technology does your company plan to utilize in the near future that would be an advantage to the Mayor Joe V. Sanchez Public Library?**

Insight Public Sector has certifications in not only the IP Telephony products that we are deploying but also the managed wireless (WLC). This is in addition to our Voice offerings through Cisco's Unified Communication. Cisco Jabber is a new part of the Cisco UC offering that will make Telepresence video and audio integrate together. Also, as server and desktop virtualization becomes more of a business norm, Insight Public Sector is well positioned to not only offer the Cisco UCS platform and VDI by HP or WYSE for hardware but the professional services to design, install, and support this technology. This includes server virtualization as well.

2.) What is the most significant factor affecting the future success of your company and what is being planned to address it?

Personnel – As we grow our business in the Rio Grande Valley, we must continue to access quality, trained personnel to help our customers. We have presently done this. However, we must continue to search and hire quality engineers and project managers. We currently have the only Cisco Certified Internetworking Expert in the Rio Grande Valley (CCIE, Voice) in our office. Our National manufacturers rely heavily upon our local expertise to position their products.

Market Differentiation (10 points)

1.) Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.

Insight Public Sector, Inc. (Insight) personnel, both in the sales and services divisions, have been working with the public libraries in the Rio Grande Valley for over 20 years. We were instrumental in working with all the libraries at the onset of the E-Rate program and establishing the consortiums that exist today. Since we are local company with local engineers and sales personnel, we pride ourselves in being able to solve the technical problems facing public libraries.

Insight's E-Rate Experience

With over 30 years in the IT industry, Insight Public Sector is a national leader in providing E-Rate guidance and expertise to applicants across the country. We offer unsurpassed commitment, management, and oversight in ensuring the success of meeting your E-Rate 26 deliverables. Insight provides quality turnkey network integration services and is one of the largest network integrators in the country. Insight has been ranked as one of the top 10 Service Providers for the E-Rate program in the Internal Connections category.

Insight Public Sector has been an active participant in the E-rate program since its inception. Our extensive E-Rate experience allows applicants the opportunity to significantly grow their infrastructure with current technologies. Insight Public Sector is a Tier 1 Partner with Cisco, Cisco Meraki, HP Aruba, and APC. Our proven strategies encourage applicants to have good planning and strategic vision to achieve the most from the program. Insight also has extensive experience in leveraging funds generated via bond issues or other grant sources into E-Rate application opportunities.

To ensure compliance, all Insight employees involved with the E-Rate program are required to be trained on the Ethics and Responsibilities components.

Insight Company Overview

Insight Enterprises, Inc. (our parent company) is a leading technology provider of hardware, software, and service solutions to business and government customers in the United States, Canada, Europe, and Asia-Pacific. Insight Enterprises, Inc. became a publicly traded company in 1995, selling its stock on the NASDAQ under the ticker symbol NSIT. Insight Enterprises, Inc. is ranked number 373 on Fortune Magazine's 2022 "Fortune 500" list.

Insight Public Sector, Inc. (Insight) is one of the largest providers of technology to Public Sector clients in the United States. Insight brings a wealth of contract experience to our Public Sector clients, holding more than 200 contracts across the federal, state, local, and education verticals. We currently hold some of the largest contracts in the industry, from federal contracts (e.g., GSA, NASA SEWP, JELA) to national cooperative contracts (e.g., NASPO ValuePoint, OMNIA Partners). We also hold state-wide

contracts in over 40 different states, including Texas DIR. Collectively, these contracts and our dedicated Public Sector sales and services teams allow us to provide customized products and solutions that range from initial consulting, procurement and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help businesses run smarter. Our value is our ability to guide, advise, implement and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage and secure their IT environments. Our product fulfillment and logistics capabilities, management tools and technical expertise make designing, deploying and managing IT solutions easier for our customers while helping them control their IT costs.

2.) Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition

Insight understands that Mayor Joe V. Sanchez Public Library is seeking to enter a partnership with a technology provider for the purpose of implementing, refining and supporting a state-of-the-art IT technology infrastructure. In selecting that provider, Mayor Joe V. Sanchez Public Library must consider all the areas of expertise necessary to be most beneficial. Insight has the complete understanding of both the administrative and educational purpose of IT technology for Mayor Joe V. Sanchez Public Library. As the selected vendor, we will be instrumental in working with Mayor Joe V. Sanchez Public Library to implement the project described in the RFP, providing the technology and implementation, ensuring compliance with the E-Rate program, and ensuring successful financial strategies for Mayor Joe V. Sanchez Public Library's goals.

The success of your project will largely depend on selecting an IT technology provider with demonstrated project management skills and implementation experience combined with the ability to scale operations to meet the challenging demands of complex projects in an educational environment. From IT technology, equipment selection and procurement, to the project management and implementation, Insight has the experience and capability to provide centralized management for this partnership using certified project managers experienced in the K-12 and higher education environment. Insight has been the education technology provider of choice for many school districts throughout the U.S. for over 25 years.

Insight can provide the expertise and advice that will be necessary to effectively implement and upgrade IT technology throughout Mayor Joe V. Sanchez Public Library. Insight has been an active participant in the E-Rate program since its inception. We have provided our education partners with information and assistance to ensure that the funding/discounts received under these programs (and others) was maximized. Insight has achieved industry-leading technology specializations in all areas of today's most advanced networking technologies with continuing education for their engineers. This commitment to expertise will be a major benefit to Mayor Joe V. Sanchez Public Library based on the knowledge and skills that are continually being developed by Insight.

Insight Competitive Advantages

Insight offers the most extensive product selection in the industry and a full range of services, including enterprise consulting, high-performance systems, integration, configuration, deployment, lifecycle management, and networking design. Our status as a global provider of IT products and services with 11,000+ employees located worldwide and our stature as a Fortune 500 company makes Insight a

'Trusted Advisor.' Our breadth of capabilities provides our clients with substantial buying power while following our business model to work with our clients to perform customized services such as you would find with a smaller Value-Added Reseller (VAR).

- **Single Source Provider & Super Solution Integrator**

When evaluating IT suppliers, it is essential to look at the entire procurement process. IT management includes more than just buying a product. The value of the reseller relationship — the ease of having one contact to handle all your IT needs, from product procurement to services to asset disposition is a key component to your success. Using Insight as your single-source provider for IT products and services means you have only one relationship to build and maintain. It eliminates the need for multiple purchase orders, invoices, and chances for error. Today, organizations are facing more challenges than ever before. Companies are assessing how to optimize IT operations and free up funds for the innovation required to manage a business today and prepare for a future that could be much different than anticipated.

- **Account Management Model**

Insight clients can work with a dedicated Account Team that serves as the primary point of contact for all client questions and concerns. Your dedicated Insight Account Team understands the complexity of today's technology procurement environment and becomes familiar with client policies and procedures to provide practical support. This methodology offers efficiencies, eliminates redundancies, and presents clients with knowledgeable resources to rely on for direction and support.

- **Manufacturer Relationships**

Insight receives the best pricing offered by the central IT hardware manufacturers, such as Hewlett Packard, IBM, Lenovo, Sony, and Toshiba. These strong relationships allow Insight to acquire better product allocations and higher levels of support than many of our competitors. Insight is proactive and aggressive in our efforts to lower our clients' costs continuously. We will employ our extensive manufacturer relationships and negotiate on the Client's behalf to reduce some essential manufacturer's costs.

3.) Identify other Public Libraries or education entities in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided

Insight has provided similar E-Rate services for many libraries and education entities in the Rio Grande Valley, here are just a few:

- Elsa Public Library, Hidalgo, TX
- Edinburg Public Library, Edinburg, TX
- Alice ISD, Alice, TX
- Brownsville ISD, Brownsville, TX
- Edcouch Elsa ISD, Edcouch, TX
- Edinburg CISD, Edinburg, TX
- Los Fresnos ISD, Los Fresnos, TX
- Port Aransas ISD, Port Aransas, TX
- United ISD, Laredo, TX

4.) Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite visit, and if so how many, or whether you charge for the actual hours devoted to a project.

Insight charges for actual hours devoted to the project.

5.) Please provide your company's mission and/or vision statement

Insight empowers organizations with technology, solutions, and services to help our clients maximize the value of their IT today and drive (digital) transformation for tomorrow. As a Fortune 500-ranked global technology provider of end-to-end secure digital transformation solutions and services, we help clients innovate and optimize their operations to run smarter.

Our purpose is to accelerate transformation by unlocking the power of people and technology:

1. **To accelerate transformation.** The perpetual pursuit of advancement brings people and organizations further, faster, and with more efficiency.
2. **Unlocking the power of people and technology.** Curious and creative thinkers that drive outcomes for new and existing growth opportunities.

Our deep expertise includes more than 2,700 technical experts — data scientists, developers, architects, engineers, consultants, and big data and AI specialists. Insight's breadth and depth of capabilities, plus deep connections with more than 6,000 partners globally, simplify the number of third-party sources an organization needs to work with to bring its IT strategies to fruition.

Insight's Values

Our success starts with our culture. We firmly believe our people are our greatest strength, and we live by a simple yet memorable set of core values — Hunger, Heart, and Harmony — that define who we are. You can see it in how we work, the values we share, the standards we set, and the support we provide to our clients, partners, and each other. Our core values are fundamental beliefs shared throughout our company. They govern how we behave and make decisions, from our daily tasks to company-wide policies; we refer to these values to remind ourselves of who we are and want to be.

Hunger	Heart	Harmony
We are change agents, driven to improve every day.	We are teammates. We take care of each other, our clients, and our communities.	We are a team of individuals who seek out unique perspectives and value differences and diversity.

Hunger, apparent in everything we do, captures our insatiable desire to improve our client's business. By showing Heart, we seek to positively impact the lives of the people we serve by always caring for our clients, partners, teammates, and communities. Through Harmony, we invite perspective and consistently value each other's unique contributions as we work together to bring the best solutions to the world.

Exhibit 2: Pricing

Insight is pleased to provide the following detailed pricing for Mayor Joe V. Sanchez Public Library's review and consideration.

Description	Cost
Manufacturer Warranty Costs	\$ 5,130.43
E-Rate Eligible	\$ 5,130.43
E-Rate Ineligible	\$ 0
Maintenance Fees	\$ 27,000.00
E-Rate Eligible	\$ 27,000.00
E-Rate Ineligible	\$ 0
Total Cost	\$ 32,130.43

Pricing Notes

1. Please refer to the following Quote(s) for detailed hardware/software/manufacturer warranty pricing, if applicable.
2. Please refer to the Annual Basic Maintenance Services Agreement Addendum for more information about these services and the associated fees, if applicable.
3. Shipping and taxes, if applicable, are not included.
4. All prices are in U.S. dollars.

Validity Statement

Supply chain constraints tied to production loss, component shortages, and logistical pressures driven by the pandemic are resulting in ongoing price increases that are being passed down by suppliers and manufacturers to Insight. The situation is fluid and manufacturers/suppliers are providing frequent cost updates, in some instances, multiple times per day. Insight is working directly with our manufacturer/supplier partners to ease the impact and will attempt to adhere to its price proposal as quoted; however, the volatility in manufacturers' costs due to supply chain constraints may require a requote prior to finalizing any subsequent award or purchase order.

Product does not include hardware, software, software tools, and software utilities designed into data center solutions by Insight engineers as part of storage, converged infrastructure, hybrid cloud, backup/disaster recovery, and other specific data center solutions. The pricing methodology referenced in this Schedule only applies to the Products included or contemplated at the effective date of the current Schedule. Any additions of products, solutions or technology that are different from such included Product must be agreed upon in writing by the parties prior to being subject to the Schedule.

Exhibit 3: Insight W-9 Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Insight Public Sector, Inc.																				
2 Business name/disregarded entity name, if different from above																				
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)																			
	5 Address (number, street, and apt. or suite no.) See instructions. 2701 E. Insight Way																			
	6 City, state, and ZIP code Chandler AZ 85286																			
7 List account number(s) here (optional)																				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="border: 1px solid black; padding: 2px;">Social security number</td> </tr> <tr> <td style="border: 1px solid black; width: 40px; text-align: center;"> </td> <td style="border: 1px solid black; width: 40px; text-align: center;"> </td> </tr> <tr> <td colspan="2" style="border: 1px solid black; text-align: center;">or</td> </tr> <tr> <td colspan="2" style="border: 1px solid black; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="border: 1px solid black; width: 40px; text-align: center;">3</td> <td style="border: 1px solid black; width: 40px; text-align: center;">6</td> </tr> <tr> <td style="border: 1px solid black; width: 40px; text-align: center;">-</td> <td style="border: 1px solid black; width: 40px; text-align: center;">3</td> </tr> <tr> <td style="border: 1px solid black; width: 40px; text-align: center;">9</td> <td style="border: 1px solid black; width: 40px; text-align: center;">4</td> </tr> <tr> <td style="border: 1px solid black; width: 40px; text-align: center;">9</td> <td style="border: 1px solid black; width: 40px; text-align: center;">0</td> </tr> <tr> <td style="border: 1px solid black; width: 40px; text-align: center;">0</td> <td style="border: 1px solid black; width: 40px; text-align: center;">0</td> </tr> </table>			Social security number				or		Employer identification number		3	6	-	3	9	4	9	0	0	0
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Part II Certification Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; vertical-align: top;"> Sign Here </td> <td style="width: 55%; border-bottom: 1px solid black; text-align: center;"> Signature of U.S. person ► <i>Jennifer Riggs</i> </td> <td style="width: 30%; border-bottom: 1px solid black; text-align: center;"> Date ► 1/1/2022 </td> </tr> </table>			Sign Here	Signature of U.S. person ► <i>Jennifer Riggs</i>	Date ► 1/1/2022															
Sign Here	Signature of U.S. person ► <i>Jennifer Riggs</i>	Date ► 1/1/2022																		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. - Form 1099-INT (interest earned or paid) - Form 1099-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) - Form 1099-C (canceled debt) - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																				
Cat. No. 10231X Form W-9 (Rev. 10-2018)																				

Exhibit 4: Insurance Certificate

Insight is pleased to provide the following sample Certificate of Insurance. Upon contract award, Insight will provide a Certificate of Insurance naming Mayor Joe V. Sanchez Public Library as additional insured.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/29/2022															
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																			
PRODUCER Marsh USA Inc. 2325 E. Camelback Road Suite 500 Phoenix, AZ 85016 Attn: Phoenix.CertRequest@marsh.com CN101234522-STND-GAUW-22-23			CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B: N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C: Sentry Insurance Company</td> <td>24988</td> </tr> <tr> <td>INSURER D: Sentry Casualty Company</td> <td>28460</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Northern Insurance Company	20303	INSURER B: N/A	N/A	INSURER C: Sentry Insurance Company	24988	INSURER D: Sentry Casualty Company	28460	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																		
INSURER A: Great Northern Insurance Company	20303																		
INSURER B: N/A	N/A																		
INSURER C: Sentry Insurance Company	24988																		
INSURER D: Sentry Casualty Company	28460																		
INSURER E:																			
INSURER F:																			
INSURED Insight Enterprises, Inc. Insight Public Sector, Inc. 2701 E. Insight Way Chandler, AZ 85286																			
COVERAGES CERTIFICATE NUMBER: LOS-002588559-12 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.																			
INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☒ LOC ☐ OTHER			3606-77-62	04/15/2022	04/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000												
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7362-08-62	04/15/2022	04/15/2023	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$												
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$												
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		90-05749-001 (ACS)	04/15/2022	04/15/2023	☒ PER STATUTE ☐ OTHER												
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	90-05749-002 (MA,WI,HI)	04/15/2022	04/15/2023	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) Evidence of Insurance																			
CERTIFICATE HOLDER Insight Public Sector, Inc. 2701 E. Insight Way Chandler, AZ 85286				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 <i>Marsh USA Inc.</i>															

ACORD 25 (2016/03)

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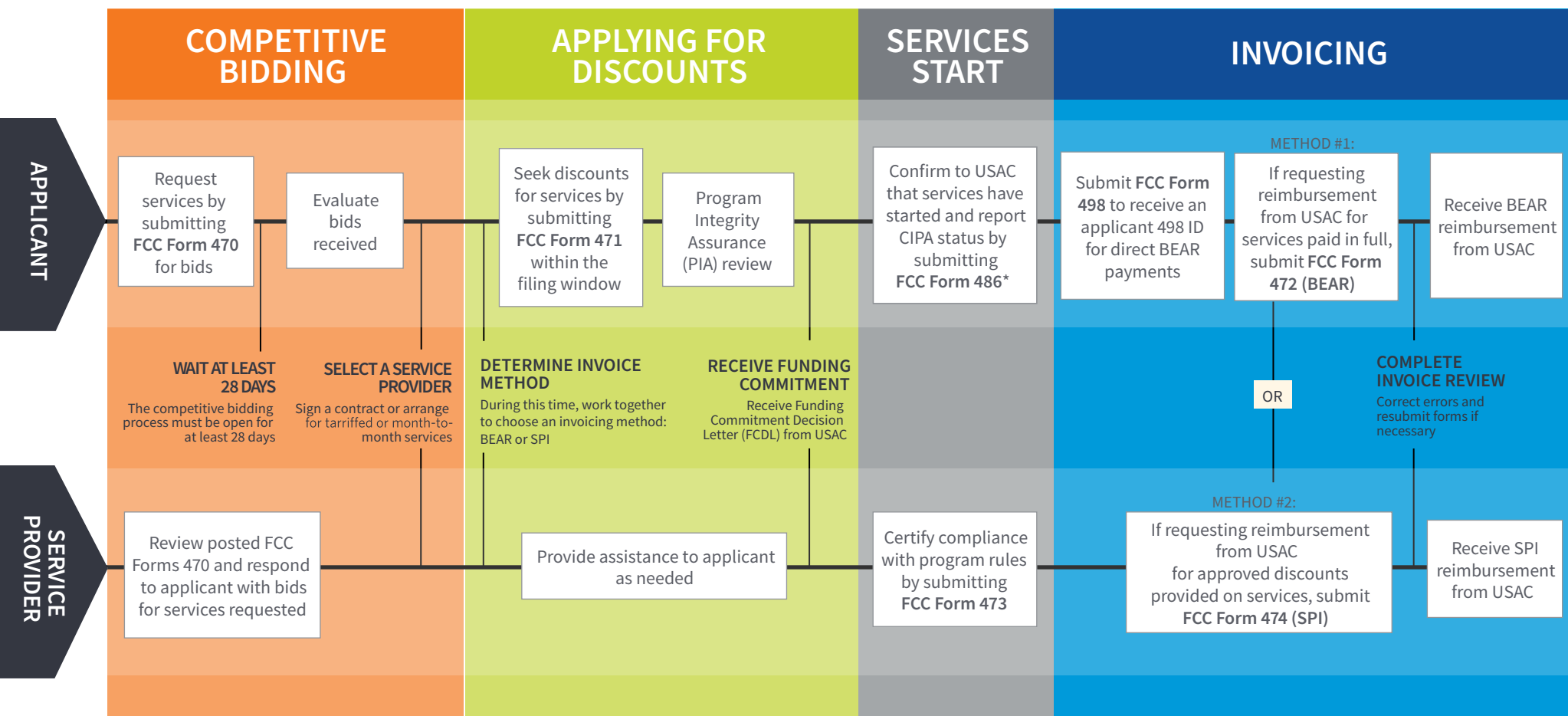
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Schools and Libraries (E-rate) Program APPLICATION PROCESS

BEFORE YOU BEGIN:

APPLICANTS: Applicants must first have an entity number and an E-rate Productivity Center (EPC) account.

SERVICE PROVIDERS: Service providers must first obtain a Service Provider Identification Number (SPIN /service provider 498 ID) by submitting FCC Form 498.



FOR MORE INFORMATION:

- Website: The application process is broken down in detail for both applicants and service providers on the Schools and Libraries Program website (www.usac.org/sl).
- Glossary of Terms: Definitions for program terms and acronyms.
- *Consortium members report their CIPA status by submitting the FCC Form 479 to their consortium leader. The consortium leader then files the FCC Form 486.
- To adjust funding commitments and/or modify the dates for receipt of services after the FCDL is issued, file the FCC Form 500.

What is E-rate

The E-rate program provides discounts on certain services and products that are essential for classrooms and libraries to receive voice, video, and data communications. The amount of the discount depends on the level of poverty and location of the school or library receiving service. The discount ranges from 20% to 90% of the cost of eligible services.

To be eligible to receive discounts, a school or library must meet certain eligibility criteria. In general elementary and secondary schools are eligible to receive discounts--including many private schools and religious schools. Public libraries and library systems can receive E-rate discounts, provided they meet the eligibility requirements of libraries.

The E-rate process

Develop a Technology Plan - applicant develops a plan for technology implementation.

Procure Services - based on the technology plan, the applicant files the FCC Form 470 to announce that they are seeking E-rate support to purchase eligible goods and services. When the Form 470 is posted to the SLD's website, a 28-day period begins in which interested service providers may submit proposals and bids to provide service to the applicant. After the 28 day posting period, the applicant reviews the bids and proposals, selects a service provider, and signs a contract or service agreement.

Apply For Funding - the applicant submits the FCC Form 471 which tells the SLD which service provider was selected, the goods and services for which the applicant will be requesting E-rate support, and the costs of those goods and services.

Application Review - SLD will review the application to substantiate that the requests are for eligible services that will be delivered to eligible locations and students/patrons.

Receive Services - applicants receive services during the "Funding Year" (July 1 - June 30). They submit the Form 486 to the SLD to signify that the approved services are being delivered.

Realizing Discounts - the applicant has two means of realizing the benefit of the E-rate program. The first, is to receive discounted billing from the approved service provider (the service provider then bills the SLD for the committed portion of the delivered services. The second is to pay the service provider in full and then apply for reimbursement directly to the SLD.



Standardized Agenda Request Form

Date of Meeting: January 17, 2023	Agenda Item No. (to be assigned by CSO): 2023-2	
From: ARNOLDO BECHO		
Subject: Discussion and consideration to accept the lowest bidder Insight as vendor for network equipment and internal connections within the New Library Facility through the confines of the E-Rate Program and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.)		
Background: Currently, the library has begun the design process for the new facility slated to open in 2024. As part of this capital project, the library would like to apply for funding from the Schools and Libraries (E-rate) Program to help pay for some of the computing infrastructure which will be necessary for building operations. Within this agenda item we are requesting permission to approve a proposal from Insight Public Sector for network equipment and equipment related services for this new library facility. Although construction dates are far in the future, the RFP process is necessary to begin at this time in order to receive equipment in a timely fashion. Network equipment and equipment related services refers to the computing infrastructure which allows end users to access the internet and use personal devices. This includes servers, switches, cabling, and other applicable background computing tools. The service has traditionally been partially paid for through the ERate grant program within our current facility. As part of the E-rate grant process, the Library is required to ask for RFPs for equipment and follow through with a competitive bidding process. After adhering to program timelines and receiving proposals, the Library and IT departments have selected what they evaluated as the best proposal. The selected proposal was by Insight Public Sector and the total project cost is \$207,503. It is important to note that the Cisco option of the Insight proposal is being recommended. The city will be responsible for approximately 10-20% of the total project cost. The not selected proposal was by Netsync for a total project cost of \$232,722. The ERate program provides discounts on computing infrastructure, computer maintenance, and other services. ERate allows the library to maintain its computer infrastructure and access the internet at a discounted price. The amount of the discount depends on the level of poverty and location of the receiving service. Recently, the library has qualified for an 80% to 90% discount. The library has been a successful partner with E-rate for over 10 years and the program has provided more than a million dollars' worth of discounts for internet services and equipment.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		

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

NA

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

The competitive bidding was open online on the City's website under "Follow Bid Stream" for at least 28 days as required by the School and Libraries Program of the Universal Service Program Fund (E-Rate). 28-Day Window Period: Wednesday, November 23, 2022 to Wednesday, December 21, 2022. Bid proposals were opened on Wednesday, December 21, 2022 at 10:00AM.

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

None at this time.

MariCarmen Garcia
ARNOLDO BECHO
Martin Garza

Created/Initiated
New

City Manager Comments:

Approve as recommended by the Library Director.

Staff Recommendation:

Staff recommends approval.

Attachments, if any:

Memo- Accept Insight as Vendor for ERate Equipment, Erate application-process-flow-chart, INSIGHT E-Rate Equipment Services, NETSYNC E-Rate Equipment Services, Erate Overview, Vendor Evaluations - Equipment - Round 2023 - Arnoldo, Vendor Evaluations - Equipment, Vendor Evaluations - Equipment - Round 2023_by_IT_DIRECTOR

Responsibilities upon Approval:

The library and the City Secretary's office will assist the Mayor in executing the contract. The contract will then be implemented by the Library and the IT department.

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

December 30, 2022

To: David Suarez, Mayor; Jose "JP" Rodriguez, Mayor Pro-Tem; Greg Kerr, Commissioner; Israel Gonzalez, Jr., Commissioner; Josh Pedraza, Commissioner; Letty Lopez, Commissioner; Adrian Farias, Commissioner; Martin Garza, City Manager
CC: J. Martin Vela, Rosie Cavazos
Fr: Arnoldo Becho, Library Director
Re: Authorization to Accept Insight as the Vendor for Erate Equipment Round 26

The library has begun the design process for the new facility slated to open in 2024. As part of this capital project, the library would like to apply for funding from the Schools and Libraries (E-rate) Program to help pay for some of the computing infrastructure which will be necessary for building operations. Previously we were approved to solicit proposals within the confines of the Erate grant. Two proposals were submitted. We have evaluated the proposals received and **we are requesting permission to have the Cisco option of the Insight proposal approved.**

The total project cost of this option is \$207,503. The city will be responsible for approximately 10-20% of the total project cost. The not selected proposal was by Netsync for a total project cost of \$232,722. The city contribution for this project will come from within this years and next year's budget because the term of this E-Rate cycle is from July 2023 to June 2024. We will not require any budget amendment or additional funds this fiscal year.

Network equipment and equipment related services refers to the computing infrastructure which allows end users to access the internet and use personal devices. This includes servers, switches, cabling, and other applicable background computing tools. The savings incurred through the ERate program will directly benefit the expenditures allocated for technology within the new library. The equipment purchased will be purchased between 80-90% below market value. Essentially, it should provide approximately \$200k in savings for equipment that would have been necessary anyway. The savings incurred may be allocated to other project costs.

Although construction dates are far in the future, selection is necessary to begin at this time in order to receive equipment in a timely fashion. The library has been a successful partner with E-rate for over 10 years. The program has provided millions in cost savings, and we look forward to seeing the partnership continue. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time and support.

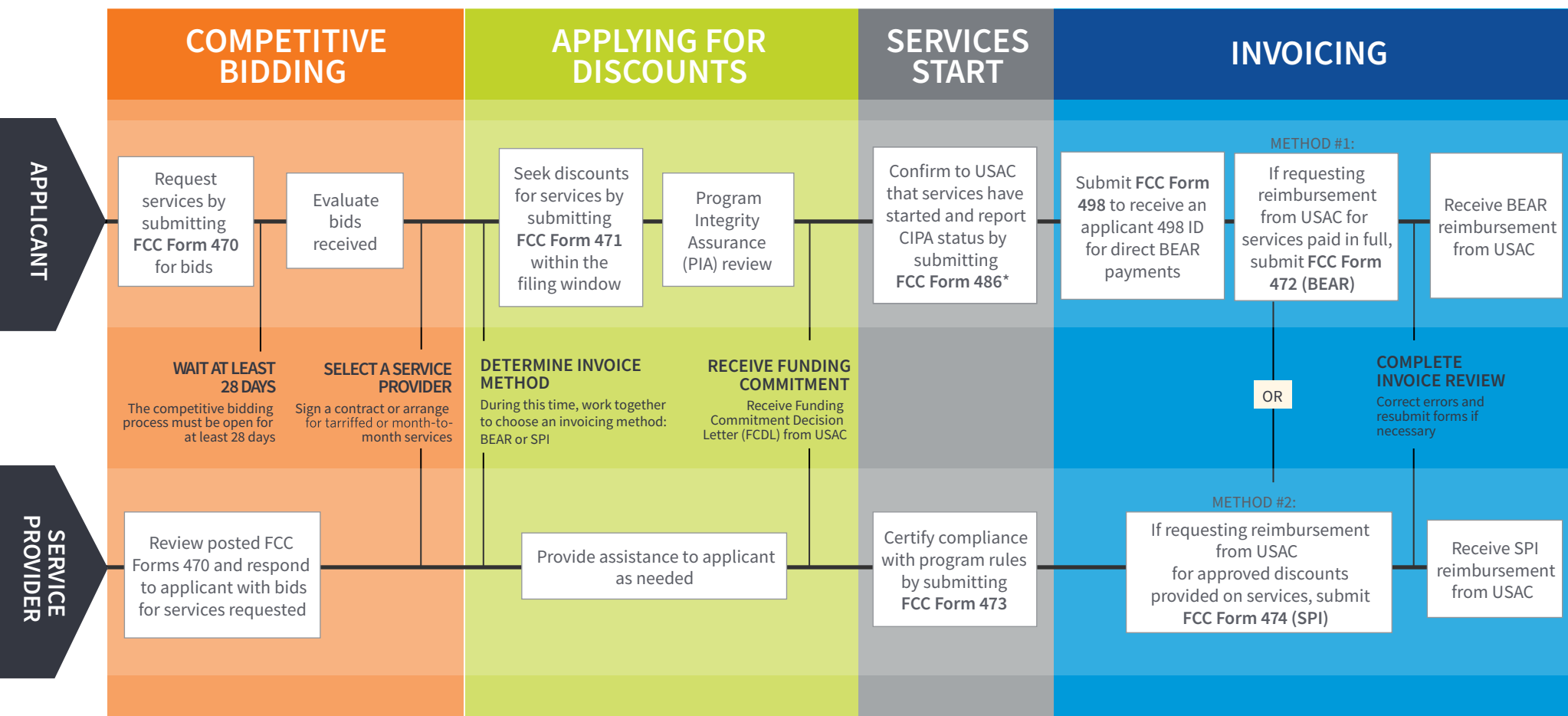
Arnoldo Becho
Library Director, City of Weslaco,
Phone: 956.973.3144,
Email: abecho@weslacopl.us

Schools and Libraries (E-rate) Program APPLICATION PROCESS

BEFORE YOU BEGIN:

APPLICANTS: Applicants must first have an entity number and an E-rate Productivity Center (EPC) account.

SERVICE PROVIDERS: Service providers must first obtain a Service Provider Identification Number (SPIN /service provider 498 ID) by submitting FCC Form 498.



FOR MORE INFORMATION:

- Website: The application process is broken down in detail for both applicants and service providers on the Schools and Libraries Program website (www.usac.org/sl).
- Glossary of Terms: Definitions for program terms and acronyms.
- *Consortium members report their CIPA status by submitting the FCC Form 479 to their consortium leader. The consortium leader then files the FCC Form 486.
- To adjust funding commitments and/or modify the dates for receipt of services after the FCDL is issued, file the FCC Form 500.



PREPARED FOR

Mayor Joe V. Sanchez Public Library System

Request for Proposal #2022-23-02 Equipment for

E-Rate Equipment Services (Internal Connections)

12/21/2022 @ 10:00 a.m. CT

E-Rate Round 26 (Funding Year 2023)
E-Rate SPIN Number: 143030052
FCC FRN Number: 0020393138
Federal Tax ID: 36-3949000

SUBMITTED BY:

Darak Weaver
Client Executive
480.687.6470
Darak.Weaver@Insight.com



13755 Sunrise Valley Drive, Suite #750 • Herndon, VA 20171 • 800.INSIGHT • ips.insight.com



12/21/2022

FCC Form 470 Number: 230004297

Homer Rhodes, Purchasing Agent
Mayor Joe V. Sanchez Public Library System
255 South Kansas Avenue
Weslaco, Texas 78596-6158

RE: RFP for E-Rate Equipment Services (Internal Connections)

Dear Mr. Rhodes:

Insight Public Sector, Inc. (Insight) is pleased to participate in the Mayor Joe V. Sanchez Public Library System (Mayor Joe V. Sanchez Public Library) Request for Proposal for the E-Rate Equipment Services (Internal Connections) opportunity (230004297). Insight has been a committed member of the E-Rate program from its inception. We are a national leader in providing E-Rate guidance and expertise to applicants across the country. We offer unsurpassed commitment, management, and oversight in ensuring the success of meeting Mayor Joe V. Sanchez Public Library's E-Rate 26 (FY 2023) deliverables. Based on the scope of the requirements, Insight has prepared a response that represents a comprehensive effort to meet Mayor Joe V. Sanchez Public Library's needs.

Insight Public Sector helps K-12 schools and districts, as well as colleges, universities and technical schools, meet the technology demands of today's evolving classroom. Our extensive E-Rate experience allows applicants the opportunity to significantly grow their infrastructure with E-Rate eligible and ineligible solutions and services. Our proven strategies encourage applicants to have good planning and strategic vision to achieve the most from the program.

Insight will ensure the technology-related services required will be provided in a seamless, efficient, and quality manner maintaining the highest customer satisfaction within the Mayor Joe V. Sanchez Public Library environment. Our knowledgeable sales team is focused on practical solutions to meet the current and future demands of educational institutions, school districts, and libraries. We ensure maximum funding for our education partners and compliance with all E-Rate program regulations.

The attached proposal contains the details of Insight's commitment to providing Mayor Joe V. Sanchez Public Library System with multiple benefits of partnering with us and a brief profile of Insight, our infrastructure, and service capabilities. We look forward to the opportunity further to present our value and solutions. Should Mayor Joe V. Sanchez Public Library have any questions, or require additional information, please do contact me at 480-687-6470 or Darak.Weaver@Insight.com.

Sincerely,

Darak Weaver
Client Executive

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What is the E-Rate Program?

E-Rate is a federally funded program initiated in 1997 by the Federal Communications Commission (FCC) to make Wi-Fi access more affordable for schools and libraries across the country. Funding for E-Rate is assessed every five years by Congress and the FCC. The Universal Service Administrative Company School and Libraries Division (USAC) provides discounts up to 90% to qualified K-12 schools, libraries, and groups of schools and libraries (e.g., consortia, districts, systems) for eligible Internet access and data transmission services, internal connections (e.g., Wi-Fi equipment, cabling, and basic maintenance services). These services are competitively bid and approved on the (FCC Form 471) application and these discounts result in a reduction of the costs for the service/equipment to the schools or libraries requesting funding through the E-Rate program.



The E-Rate program offers \$8 billion in Category 2 discounts to K-12 schools and libraries over a 5-year budget cycle.

By the Numbers

Insight was awarded more than \$50 million in projects since 2015.

\$8 billion in funding is available in the USAC five-year budget cycle.

\$3.1B requested and **\$2.52B** E-Rate funding committed in 2021. **\$2.2B** disbursed in 2021.

35,900 applications were processed in 2021, and **125,440** schools and libraries received E-Rate support and services, which included more than **98,000** schools, **15,000** school facilities, and **11,000** libraries.

42,700 schools were utilizing the E-Rate program to support high-speed Wi-Fi.

98% of E-Rate applicants say their Wi-Fi network is critical to fulfilling their mission.

79% of E-Rate applicants feel they need to upgrade their Wi-Fi within three years.

(Sources: 2021 USAC Annual Report; Funds for Learning 2020 survey)

Our E-Rate Solution

Insight Public Sector is a tier 1 partner with Cisco, Cisco Meraki, HP, Aruba, and APC and has been ranked as one of the top 10 Service Providers for the E-Rate program in the Internal Connections category. Insight offerings include eligible products and maintenance for Internal Connections and Managed Internal Broadband Services (MIBS).

Insight has extensive experience leveraging funds generated via bond issues or other grant sources into E-Rate application opportunities. We also provide our clients with information and assistance to ensure that the funding/discounts received under the E-Rate program (and others) are maximized.

We currently hold some of the largest contracts in the industry, from federal contracts (e.g., GSA, NASA SEWP, JELA) to national cooperative contracts (e.g., NASPO ValuePoint, OMNIA Partners). These contracts and our dedicated Public Sector sales and services teams collectively allow us to provide customized products and solutions ranging from initial consulting, procurement, and delivery to maintenance and support.

Our E-Rate employees are also trained on the Ethics and Responsibilities components to maintain Federal program compliance. Insight can help Mayor Joe V. Sanchez Public Library navigate the E-Rate process with our industry-recognized solutions portfolio for:

- **Digital Equity.** Built to enable your school or library to help bridge the digital gap.
- **Web Traffic Support.** Handle traffic increases, schedule availability, throttle bandwidth hogs, block unwanted web traffic, and prioritize apps.
- **Dependable Outdoor Wi-Fi.** Deployed in a matter of minutes, then managed and monitored from anywhere.

Internal Connections and Managed Internal Broadband Services (MIBS)

The Federal Communications Commission (FCC) considers Managed Internal Broadband Services (MIBS) to be technology and services that cover the third-party operation, management, and monitoring of a Local Area Network (LAN) or Wireless Local Area Network (WLAN). This is a Category 2 E-Rate service for managed Wi-Fi, installation, activation, maintenance, initial configuration, and on-site training of eligible equipment. In some arrangements, the applicant will sign a contract with a provider who would own, manage, operate and maintain the network equipment; or the applicant will own the equipment but have a provider manage it. MIBS equipment includes:

- | | |
|---|---|
| • Firewalls and Firewall-related services | • Switches |
| • Wireless Access Points | • Antennas (must be integral to the LAN/WLAN) |
| • Wireless Controllers | • Wiring |
| • Hubs | • Cabling |
| • Routers | |

Eligible products are located at the applicant site and must be necessary to transport information to classrooms or publicly accessible library areas. Services provided by a third party for the operation, management, and monitoring of eligible broadband internal connection components are eligible MIBS (e.g., managed Wi-Fi). Program support is limited to eligible expenses or portions that directly support and are necessary for broadband connectivity within schools and libraries. Applicants may lease equipment as a part of an internal connections request or a MIBS request.

Equipment Not Covered by the E-Rate Program

End-user devices, desktops (including virtual), laptops, handhelds, tablets, large format displays, projectors, cameras, speakers, end-user applications, non-critical network infrastructure, file servers, online backup, cloud services (web hosting, email, etc.), anti-virus, anti-spam, IDS/IPS, content filtering, NAC, and physical security.

For complete service coverage information, please visit: <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>

Basic Maintenance of Internal Connections (BMIC)

Basic Maintenance of Internal Connections (BMIC) covers the repair and upkeep of eligible internal connections. Eligible repair and upkeep services include hardware, wiring, and cable maintenance, along with basic technical support and configuration changes. The products must be eligible for discounts for their associated repair and upkeep services to be eligible.

In general, applicants may only receive support for actual work performed under a contract on eligible products and parts that are repaired or replaced. Unbundled warranties or fixed-price contracts are not eligible for reimbursement unless the ineligible portions of the warranty or contract can be cost-allocated.

Services such as software upgrades and patches (including bug fixes and security patches) and online and telephone-based technical assistance and tools that are typically standard fixed-priced offerings will continue to be funded as BMIC if the service or equipment would only function and serve its intended purpose with the degree of reliability ordinarily provided with these specific services.

The E-Rate Application Process

To complete the E-Rate application process, you must (1) initiate a 28-day (minimum) competitive bidding process using the FCC Form 470, then (2) request services and equipment, together with information about the entities that will receive the services and equipment using the FCC Form 471. The FCC Form 470 and the FCC Form 471 must have requested the license under the appropriate service type. It is critical that the services are properly bid in the FCC Form 470 process and filed correctly on the FCC Form 471 when it is submitted.

Our E-Rate Information

INSIGHT SPIN NUMBER: 143030052

INSIGHT FRN NUMBER: 0020393138

The USAC Funding Process

The Universal Service Administrative Company School and Libraries Division (USAC) is responsible for the day-to-day administration of the E-Rate program. Insight's E-Rate experience includes extensive knowledge of the USAC guidelines and requirements for Universal Service Funds (USF) collection. We have established strict procedures for providing the detailed accounting necessary to meet the USAC and individual customer requirements. Insight's E-Rate customers determine the invoice method for their E-Rate FRNs – either split invoicing (Form 474) or BEAR (Form 472). In either invoice mode, Insight will not invoice for any product not delivered or services not performed. Insight always follows SLD guidelines regarding invoicing and collection.

If split invoicing is chosen, the following procedures should occur:

1. Once funding has been committed, Form 486 is submitted by the customer to SLD to signify the Service Start Date.
2. The SLD then approves the Service Start Date (Form 486).
3. The customer issues a Purchase Order to Insight.
4. The product order is placed by Insight upon receipt of the customer's PO.
5. Upon product delivery(s), the customer is billed for their portion only, and Insight submits a Form 474 to USAC for payment of their committed amount.
6. If services are included on the customer's PO, a Service Job is set up by Insight.

7. If progress billing is allowed and a milestone has been reached, a Work Approval Form (WAF) is submitted by Insight for customer sign-off.
8. Once the WAF has been signed and returned to Insight, an invoice for the agreed-upon amount is processed (one invoice for the customer's portion and one invoice to USAC for their committed amount).
9. If USAC requests a Service Certification, one will be sent by Insight to the customer along with the applicable invoice copies.
10. The customer will have seven calendar days to review, sign and return to USAC the Service Certification so that payment can be processed.
11. If the customer does not return the Service Certification within the deadline, the invoice will be zero paid by USAC, and the billing cycle begins again.

If the BEAR method is chosen, the following should occur:

1. The customer issues a Purchase Order (PO) to Insight.
1. The product order is placed by Insight upon receipt of the customer's PO.
2. Upon product delivery(s), the customer is billed by Insight.
3. If services are included on the PO, a Service Job is set up by Insight.
4. If progress billing is allowed and a milestone has been reached, a Work Approval Form (WAF) is submitted by Insight for customer sign-off.
5. Once WAF has been signed and returned to Insight, an invoice for the agreed-upon amount is processed and sent to the customer.
6. If the customer does not return the Service Certification within the deadline, the BEAR form will be denied and must be resubmitted.

Our E-Rate Experience

Insight Public Sector has been the education technology provider of choice for many school districts throughout the U.S. for over 25 years. Insight understands that Mayor Joe V. Sanchez Public Library is seeking to enter a partnership with a technology provider to implement, refine and support a state-of-the-art IT technology infrastructure. Our long-standing participation in E-Rate significantly allows applicants to grow their infrastructure with current technologies. Our proven strategies encourage applicants to have good planning and strategic vision to achieve the most from the E-Rate program.

References

Insight recognizes that our future success depends upon our ability to cultivate and build customer relationships for life. Our proficiency with E-Rate helps educational institutions modernize and grow their infrastructure while building long-term relationships beyond a single project. We have worked with many of our clients since E-Rate started.

Insight respects and honors the wishes of our customers, who act as references. Therefore, we respectfully request that you contact your Client Executive, Darak Weaver, before contacting any customer references so our representatives can properly maintain customer relationships and notify our customers from whom to expect contact. We appreciate your cooperation.

Customer:	Brownsville Independent School District
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Contact Name:	Todd Nichols
Address:	1625 Price Road, Brownsville, Texas 78521
Phone Number:	956.548.8241
Email Address:	todda@bisd.us
Description:	Installed and/or upgraded several LAN/WAN projects, including Cisco hardware, APC UPSs, cabling, security, wireless, IP Telephony, Tandberg videoconferencing, servers, and maintenance/onsite technical support.

Customer:	Edcouch Elsa ISD
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Contact Name:	Joe Torres
Address:	PO Box 127, Edcouch, TX 78538
Phone Number:	361.664.0981
Email Address:	<u>jtorres@eeisd.org</u>
Description:	Installed and/or upgraded several LAN/WAN projects, including Cisco hardware, cabling, wireless, and maintenance/onsite technical support.

Customer: Edinburg Consolidated Independent School District

Contact Name: Eduardo Moreno
Address: 411 North 8th Avenue, Edinburg, Texas 78539
Phone Number: 956.316.7421
Email Address: **edu.moreno@ecisd.us**
Description: Deployed a district-wide Wireless IP Network consisting of over 800 Wireless APs. Engineered and installed new district NOC. Ongoing services include network upgrades, video distribution, video conferencing, and maintenance services and products.

Customer: La Joya Independent School District

Contact Name: Fernando Mercado
Address: 215 E-East Expressway 83, La Joya, Texas 78560
Phone Number: 956.323.2500
Email Address: **f.mercado@lajoyaisd.net**
Description: Installed and/or upgraded several LAN/WAN projects, including Cisco hardware, APC UPSs, cabling, security, wireless, IP Telephony, Polycom and Tandberg videoconferencing, servers, and maintenance/onsite technical support.

Customer: Los Fresnos Independent School District

Contact Name: Billy Simpson, IT Director
Address: 600 North Mesquite, Los Fresnos, Texas 78566
Phone Number: 956.233.6980
Email Address: **bsimpson@lfcisd.net**
Description: Installed a district-wide Unified Communications implementation for all campuses, which included a turnkey switched 10/100/1000 Ethernet network with a ten gig backbone. Additionally, Insight provided a CommScope 10 Gig Fiber Optic/Category 6 structured cabling solution, Tandberg Distance Learning, and a VBrick Video Streaming solution. Also, a Cisco VOIP Phone system was installed at all district locations.

Staff Certifications

Insight's staff and our affiliates have extensive experience and technical and business skills. Insight regularly invests in our employees' training and professional development. As such, our Consulting and Professional Services staff holds over 2,400 technical certifications.

As we strive to align the appropriate technology with your strategic business goals, we will never forget that a positive bottom-line result is a huge piece of the equation. Fortunately, Insight's established solutions and services eliminate costly and time-consuming assumptions, allowing us to work with you to deliver optimal results in minimal time.

Cisco Gold Certified Partner

- | | |
|---|--|
| <ul style="list-style-type: none"> • Master Specializations <ul style="list-style-type: none"> ○ Collaboration ○ Security ○ Cloud Builder ○ Cloud and Managed Services • Cloud Partner <ul style="list-style-type: none"> ○ Cloud Builder-Infrastructure, Management, and Services ○ Storage: EMC ○ Virtualization: VMware ○ Cloud Management: VMware ○ Cloud Professional Services • Architecture Specialization <ul style="list-style-type: none"> ○ Advanced Collaboration Architecture ○ Advanced Borderless Network Architecture ○ Advanced Data Center Architecture Specialization • Advanced Specializations <ul style="list-style-type: none"> ○ Advanced Content Security ○ Small Business | <ul style="list-style-type: none"> • Advanced Technology Providers <ul style="list-style-type: none"> ○ Identity Services Engine ○ Unified Contact Center Enterprise ○ TelePresence Video Master ○ Customer Voice Portal ○ Physical Security ○ Data Virtualization ○ ServiceGrid Reseller ○ UCS Invicta • Cisco Managed Services Channel Program ("MSCP") <ul style="list-style-type: none"> ○ Powered Unified Communications ○ Powered Managed Security ○ Powered Management Contact Center • Services Reseller <ul style="list-style-type: none"> ○ Cloud Services Reseller • Other Authorizations <ul style="list-style-type: none"> ○ Try and Buy ○ Global Resale Agent ○ Global Cloud and Managed Services ("CMSP") Host |
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Microsoft Gold Partner

- Cloud Productivity
- Communications
- CRM
- Datacenter
- Devices and Deployment
- Identity and Access
- Messaging
- Midmarket Solution Provider
- Software Asset Management
- Volume Licensing

Microsoft Silver Partner

- Cloud Platform
- Collaboration and Content
- Data Analytics
- Small and Midmarket Cloud Solutions

HP Direct Marketer Specialist Partner

- **HP Platinum Certified Expertise**
 - HP Virtualization Platinum
 - HP Storage Platinum
 - HP Networking Platinum
 - HP Services ServiceOne Partner
- **HP ServiceOne Delivery Partner Expert**
 - HP Printers Service
 - HP Desktop Service
 - HP Building Proactive Networks
 - HP Notebooks
 - HP Authorized Service Provider
- **HP Software Authorizations**
 - HP ArcSight Authorization
 - HP Enterprise Software Authorization
 - HP Fortify Authorization
 - HP TippingPoint Authorization
 - HP Vertica Authorization
 - HP Autonomy Authorization
- **Other HP Specializations and Designations**
 - US System Builder Specialist
 - North American Managed Print Specialist
 - US HP Networking Master Partner Program
 - North America ServiceOne Expert – Sales and Delivery
- **Insight HP Direct Marketer Specialist**
 - HP Converged Infrastructure Certification
 - HP BladeSystem Certification
 - HP Enterprise Storage Certification
 - HP Networking Certification
 - HP Technology Services Certification
 - HP Software Certification
- **Insight HP Hardware Authorizations**
 - HP Business Critical Systems Authorization
 - HP Enterprise Networking Authorization
 - HP Enterprise Storage Authorization
 - HP Enterprise Storage P9000 (XP) Authorization

Texas Certification Summary

Insight's consulting and professional services staff in the State of Texas hold the certifications including:

Texas Staff Certifications

- | | | | |
|--------------|------------|--------------|--------------|
| • Apple | • BICSI | • Blue Coat | • Comptia |
| • Brocade | • Citrix | • CommScope* | • Fluke |
| • Cisco | • EMC | • F5 | • Juniper |
| • EC-Council | • IBM | • ITIL | • Net Gen |
| • HP | • Lexmark | • Microsoft | • PMI |
| • Leviton | • Novell | • Panduit | • Sourcefire |
| • NetApp | • RSA | • Solarwinds | • VCE |
| • Quest | • Tandberg | • TruSecure | • Veeam |
| • Systimax* | | | • VWare |

*Central and South Texas Only

Terms & Conditions

Insight is pleased to provide the following E-Rate FY 2023 Terms and Conditions related to our proposed E-Rate Equipment Services (Internal Connections) solution for Mayor Joe V. Sanchez Public Library System.

Acceptance

Signature by Mayor Joe V. Sanchez Public Library System on the Contract Acceptance Page creates an agreement under the terms of the Contract for E-Rate Projects (the "Contract").

Contract Exceptions

Notwithstanding anything in the Mayor Joe V. Sanchez Public Library System's Request for Proposal to the contrary, any engagement resulting from Insight's response to the Request for Proposal will be governed by Insight's Contract for E-Rate Projects and any additional documents identified on the Contract Acceptance Page of this proposal. Nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually acceptable terms prior to commencement of the engagement.

Contract for E-Rate Projects

1. Structure

- a. The terms and conditions beginning with this Section 1 ("Structure") through Section 16 ("Definitions"), along with the Contract Acceptance Page and any addendums and exhibits identified and immediately following the Contract Acceptance Page, excluding the appendices provided only as supplemental information to the Customer's Request for Proposal, ("Other Documents"), govern the relationship between the Mayor Joe V. Sanchez Public Library System ("Customer") and Insight Public Sector, Inc. ("Insight") and collectively constitute the contract for the sale of Products and Services (the "Contract for E-Rate Projects" or the "Contract").
- b. Performance of this Contract will commence on July 1, 2023, and continue for a 1-year period ending on June 30th of the following year ("Initial Term") and automatically renew for an additional 1-year term after the Initial Term to ensure a written agreement is in place between the parties as required by the governmental funding authority based on any delay in funding by the same authority. Thereafter, this Contract may be renewed for up to 3 additional 1-year terms upon mutual, written agreement of both parties at least 30 days prior to the end of the then-current term.
- c. The Customer acknowledges that Insight is not the manufacturer of Product, and that Insight may engage third parties to provide Services. Insight makes no independent representation or warranty with respect to any Products provided, or Services performed, by a Third Party. Insight hereby transfers to the Customer, to the extent transferable, whatever transferable terms and conditions Insight receives from the Third Party, such as manufacturer's warranties, indemnities, statements of work, or shrink-wrapped software licenses, which shall govern the relationship between the Third Party and the Customer with respect to Third Party Products or Services (collectively "Third Party Terms").

2. Prices

- a. Prices shall be specified by Insight and shall be applicable for the period specified in Insight's quote. If no period is specified, prices shall be applicable for 30 days.
- b. Any special pricing that is passed on to the Customer will be from the Manufacturer for E-Rate eligible and/or partially eligible products but must be valid for E-Rate eligible and partially eligible products that are funded by the E-Rate program in Funding Year 2023. Insight reserves the right to (i) re-negotiate pricing for those Manufacturer eligible and non-eligible products that are not funded if the Customer elects to continue the project without E-Rate funding, and (ii) to terminate any obligation to provide such products (without penalty) if the parties cannot agree to such pricing.
- c. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority. If Insight is held liable for or pays any of the foregoing taxes, the Customer shall reimburse Insight for such taxes in addition to the price of the Products.
- d. Shipping charges are not included in prices and will be invoiced, if applicable, as separate items.

3. Orders

- a. The Customer will submit orders on the Customer's standard purchase order form or on an alternate order form approved by Insight, or otherwise by electronic means acceptable to Insight. The Customer's order shall be deemed to incorporate the terms and conditions of this Contract without reference in the order to this Contract. Insight specifically objects to any additional terms being added through a purchase order or similar document. Any additional terms contained in the Customer's purchase order will not become part of the Contract and the terms of this Contract supersede any and all terms in any such purchase order. The Customer's order is subject to Insight's credit and acceptance requirements. Each Customer order that has been accepted by Insight (including any Statement of Work that has been executed by the Customer and delivered to Insight) shall be referred to as an "Order." Insight may accept an order by providing the Customer with a written confirmation of acceptance, sent by mail, facsimile or other electronic means; by shipping the Product; or by beginning performance of the Insight Services. No Orders may be cancelled or rescheduled without Insight's written consent, which may be given in Insight's sole discretion.
- b. All shipments by Insight are F.O.B. point of origin. Subject to Insight's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to the Customer and title and risk of loss shall thereupon pass to the Customer. Products invoiced and held by Insight for any reason will be held at the Customer's risk and expense. Selection of the carrier and delivery route shall be made by Insight. Insight will use reasonable efforts to initiate shipment and schedule delivery as close as possible to the Customer's requested delivery dates. The Customer acknowledges that delivery dates provided by Insight are estimates only and that Insight is not liable for failure to deliver on such dates. Notwithstanding the foregoing, Insight will use reasonable efforts to meet the Customer's delivery requirements and will keep the Customer informed of delivery status. Insight reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified shall not relieve the Customer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of 1 installment shall not entitle the Customer to cancel other installments.
- c. Notwithstanding any provision of this Contract to the contrary, orders for special, custom, value-added and other non-standard Products, including Products of manufacturers which do not appear on Insight's line card, Products which have been tested, assembled or integrated for the Customer, work-in-process and Products otherwise identified by Insight as "NCNR" or "Non-Cancelable and Non-Returnable" ("Non-Standard Products") will be non-cancelable and non-returnable.
- d. All sales are final, except with respect to Products that do not meet applicable manufacturer's specifications or that are not identified in the Order. Inspection and acceptance will be the Customer's responsibility. The Customer is deemed to have accepted the Products unless written notice of rejection is received by Insight within 10 days after delivery of the Products. The Customer waives any right to revoke acceptance thereafter. The Customer must report any discrepancy in shipment quantity or damage and request a Return Material Authorization ("RMA") within 10 days after delivery. No return of Products will be accepted by Insight without an RMA and an associated number, which may be issued by Insight in its sole discretion. Returned Products, unless damaged in transit, must be in their original, unaltered, undamaged condition, and must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective or damaged, a complete description of the nature of the defect or damage must be included with the returned Products. Products not eligible for return shall be returned to the Customer, freight collect.

4. Invoicing and Payment

- a. The Customer will be invoiced for any Product other than Product Maintenance (e.g., hardware, software, documentation, accessories, materials, supplies and parts) upon delivery to a common carrier.
- b. The Customer will be invoiced for any Product Maintenance upon Insight's receipt of the applicable Third Party invoice for such Product Maintenance.
- c. The Customer will be invoiced for Services on a monthly basis or upon completion of mutually agreed upon milestones as defined in the Statement of Work or related project plan. Invoicing details may also be provided on a Work Approval Form, which Insight may require the Customer to sign to acknowledge performance of the applicable Services.
- d. Payment of the net amount of all invoices, without offset or deduction, is due 30 days from the date of Insight's invoice. Additional payment terms may be set forth in Other Documents.
- e. Checks are accepted subject to collection and the date of collection is deemed the date of payment. On any past due invoice, the Customer shall pay interest from the payment due date to the date of payment at the annual percentage rate of 18% (or such lower rate as may be the maximum allowable by law), together with Insight's costs of collection (including reasonable attorneys' fees).
- f. The Customer agrees that Insight may, in its sole discretion, at any time, change the terms of the Customer's credit, before shipment of any or all Products or before beginning any Services.

5. Insight Services

The following terms apply to Insight Services:

- a. The Customer agrees to provide Insight with sufficient, free and safe access to the premises where the Customer requires Insight Services to be performed.
- b. Statement of Work. A separate Statement of Work may be required by Insight for each Service transaction. The Customer's order for Insight Services is subject to acceptance by Insight. The Statement of Work may include, but may not be limited to (i) the service description; (ii) any additional terms and conditions for the Insight Service; (iii) each party's responsibilities; (iv) the conditions that Insight must meet to complete the Insight Service ("Completion Requirements"); and (v) the charges and fees, exclusive of taxes. Any changes to the Statement of Work must be in writing and signed by both parties.
- c. Completion Requirements. Insight will inform the Customer in writing when Services are complete. Services are complete when all of the Completion requirements (if any) specified in the Statement of Work have been met. If no Completion Requirements are specified in the Statement of Work, then Services are complete when they are performed substantially in accordance with the terms of the applicable Statement of Work. Unless a different period is provided in the Statement of Work, the Customer shall have 10 business days from receipt of a completed Work Approval Form to notify Insight if the Customer believes the Completion Requirements have not been met or if performance is in material non-conformance with specifications.
- d. Personnel. Insight and the Customer shall each designate a project representative. All Insight and the Customer personnel assigned to participate on each party's behalf shall be knowledgeable in their assigned areas of responsibility. Unless otherwise provided in the Statement of Work, each party has the right to determine the assignment and re-assignment of its personnel. Insight may subcontract Insight Services to subcontractors selected by Insight.
- e. Insurance. Insight and the Customer, respectively, shall be responsible, at their own cost and expense, for maintaining in effect policy or policies of insurance insuring against claims, demands or actions arising out of or in relation to the Insight Services provided pursuant to this Contract, in an amount not less than \$500,000 in respect of injuries or death of any one person, \$1,000,000 in respect of any one accident or disaster, and in an amount not less than \$100,000 in respect of property damaged or destroyed. Such insurance shall be underwritten by companies qualified to do business in the state in which the Services are to be performed. Each party shall, upon the reasonable request of the other party, deliver a validly executed certificate of insurance evidencing the above.

6. Insight's Limited Warranty

- a. Insight Services. Insight warrants Insight Services will materially conform to the applicable Statement of Work for 30 days from the date of delivery. These warranties are void to the extent of any alterations to any Services that are not performed or authorized in writing by Insight. The Customer must bring any breach of these warranties to Insight's attention promptly in writing within 30 days of the date that the Services that are the subject of the breach were performed. Upon any breach of the warranties set forth in this section, Insight may, at its election, (i) use reasonable efforts to re-perform such, at no charge to the Customer, or (ii) terminate the applicable Service and return the fees paid by the Customer to Insight for such non-conforming Services (without interest) that are appropriately apportioned for the subject Service. **THE FOREGOING REMEDIES WILL BE THE CUSTOMER'S SOLE REMEDIES AND INSIGHT'S SOLE LIABILITY WITH RESPECT TO A BREACH BY INSIGHT OF THE WARRANTIES SET FORTH IN THIS SECTION 6(a).**
- b. Resale of Third Party Services. Insight hereby transfers any transferable warranties from any applicable Third Party. Insight makes no independent warranty with respect to Services performed by a Third Party.
- c. Products. **ALL PRODUCTS ARE PROVIDED BY INSIGHT "AS IS."** INSIGHT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. Insight hereby transfers to the Customer, to the extent transferable, whatever transferable warranties and indemnities Insight receives from the manufacturer of the Products, including any transferable warranties and indemnities respecting patent infringement. the Customer, recognizing that Insight is not the manufacturer of Product, expressly waives any claim that the Customer may have against Insight based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any Product, as well as any right to indemnification from Insight on account of any such claim made against the Customer by a third party.
- d. The warranties set forth in this section are the only warranties made by Insight, and Insight makes no other warranties, express or implied, with respect to the Products acquired and Services sold hereunder. **IN PARTICULAR, INSIGHT MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES SOLD OR ACQUIRED HEREUNDER, OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING PROPRIETARY RIGHT INFRINGEMENT. INSIGHT DOES NOT AUTHORIZE ANY PERSON TO ASSUME FOR IT THE OBLIGATIONS CONTAINED HEREIN.**

7. Limitation of Liability

- a. The Customer will look solely to the manufacturers of the Products acquired pursuant hereto, or to the Third Party, for relief with respect to any and all claims, actions, suits, proceedings, demands, liabilities, losses, damages and expenses (including attorneys' fees) resulting from any claim by the Customer or any third party (including the Customer's employees) arising out of or related in any way to the Products or Services or the use or operation thereof, whether such claim is brought in contract, warranty, tort or otherwise (collectively "Liabilities"). The Customer will defend, indemnify and hold Insight harmless from and against all such Liabilities.
- b. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. EXCLUDING DAMAGES FOR BODILY INJURY, THE CUSTOMER'S RECOVERY FROM INSIGHT FOR ANY CLAIM WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR THE AMOUNTS PAID BY THE CUSTOMER FOR THE PRODUCT MAINTENANCE OR SERVICES GIVING RISE TO THE CLAIM THAT WERE PROVIDED DURING THE 6 MONTHS PRECEDING THE CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. INSIGHT SHALL NOT BE LIABLE FOR AND THE CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD INSIGHT HARMLESS FROM ANY CLAIMS BASED ON INSIGHT'S COMPLIANCE WITH THE CUSTOMER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN INSIGHT, OR USE IN COMBINATION WITH OTHER PRODUCTS.
- d. No action arising out of the performance of any Services, or the sale and acquisition of any Products, pursuant to this Contract may be brought by either party more than 2 years after such cause of action accrues, except that an action for nonpayment may be brought within 2 years of the date of the last payment.

8. Termination

- a. Either party may terminate this Contract without cause at any time by giving the other party at least 30 days prior written notice.
 - b. Insight may terminate any Order for default for which the Customer refuses or is unable to accept delivery, or fails to make payment when due and does not make such payment within 10 days after notice from Insight that payment is past due.
 - c. Either party may terminate this Contract and any Order without notice if the other party is unable to pay its debts when due or becomes insolvent, files for bankruptcy or is the subject of involuntary bankruptcy, or has its assets assigned or a receiver appointed.
 - d. Either party may terminate any Order for which the other party fails to perform any of its obligations hereunder with respect to such Order to be in default and fails to cure such default within 30 days after written notice thereof.
 - e. All Orders existing at the time of termination of this Contract shall remain in effect and shall be performed in accordance with the terms of this Contract, except Orders terminated in accordance with this Section. The Customer shall pay for all products ordered by Insight for the Customer's account and for all work in process (including charges for labor and materials) as of the effective date of termination of this Contract or Order, as applicable.
 - f. The exercise of the right to terminate this Contract or any Order will be in addition to any other right and remedy provided in this Contract or existing at law or equity that is not otherwise excluded or limited under this Contract.
1. **Intellectual Property.** If an Order includes software or other intellectual property, such software or other intellectual property is provided by Insight to the Customer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Unless otherwise provided in this Contract, Insight is not the licensor and the Customer acquires the license directly from the manufacturer or the manufacturer's authorized licensor.
 2. **Confidential Information.** The Customer agrees to hold information designated in writing as confidential or proprietary by Insight in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Customer's obligations hereunder, and to advise the Customer's employees, agents, contractors, and representatives of their obligations to keep such information confidential. The Customer shall take reasonable precautions to protect the confidentiality of such information, at least as stringent as the Customer takes to protect its own confidential information. Nothing herein transfers to the Customer any title to or ownership rights in any such information; and, upon written request of Insight, the Customer will promptly return or delete any such information which it has in its possession.
 3. **Non-Solicitation.** The Customer agrees that the personnel of Insight as well as the personnel of any Third Party are critical to Insight and the Third Party's ability to provide Services. Therefore, the Customer agrees not to hire or otherwise

solicit the employment of any Insight or Third Party personnel associated with performing the Services or supplying the Products acquired hereunder during the term of this Contract or for 1 year thereafter. If the Customer violates this prohibition, the Customer shall immediately pay to Insight an amount equal to the annual compensation of the Insight personnel solicited or hired or the amount Insight would then be liable to the Third Party pursuant to any agreement with it.

4. **Independent Contractors.** Insight, and each of the Third Party Providers, shall act as independent contractors. Neither party hereto shall represent that it has the authority, express or implied, to assume or create any obligation on behalf of the other party as agent or employee in any capacity. The parties agree that this Contract does not establish a joint venture or partnership.
5. **Security Interest.** Insight reserves a purchase money security interest in all Products purchased under this Contract, all additions and accessions thereto and all replacements and proceeds thereof, to secure payment of the Customer's obligations. Such security interest is retained until the Customer's obligations are paid in full. Insight may file this Contract or financing statements pursuant to the Uniform Commercial Code or other applicable law to evidence or perfect Insight's security interest in the Products. The Customer hereby irrevocably appoints Insight as its attorney-in-fact to execute such financing statements and to do such other acts and things as may be necessary to perfect or preserve Insight's security interest in the Products. At Insight's request, the Customer shall join with Insight in executing such financing statements. The Customer shall pay all fees, taxes, and assessments associated with the filing of this Contract or financing statements.
6. **Notices.** Any notice required or permitted to be sent to either party under the terms of this Contract or any agreement entered into pursuant hereto shall be deemed to have been given when in writing and delivered personally or mailed postage prepaid by registered or certified mail, return receipt requested, to the party to be notified at the address set forth below or such other address as the party may from time to time designate in writing:

CUSTOMER: _____	INSIGHT: <u>Insight Public Sector, Inc.</u>
_____	<u>13755 Sunrise Valley Dr., Ste. 750</u>
_____	<u>Herndon, VA 20171</u>
Attention: _____	Attention: <u>IPS Proposal Department</u>

9. General

- a. This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals and communications between the parties, written or oral, relating to the subject matter of this Contract. This Contract may be modified only by writings duly signed by authorized representatives of both parties.
- b. Neither party shall be liable for failure to fulfill its obligations under this Contract or any other agreement entered into pursuant hereto, or for delays in delivery due to causes beyond its reasonable control, including but not limited to, acts of God, acts or omissions of the other party, acts or omissions of civil or military authority, government priorities, changes in law, man-made or natural disasters, materials shortages, fires, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.
- c. This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.
- d. Except as specifically provided herein, the Customer may not assign this Contract or any of its rights or obligations hereunder without the prior written consent of Insight. Any such attempted assignment shall be null and void. This Contract shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.
- e. The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right of such party to require performance at any time thereafter, nor will the waiver by either party of a breach of any provision of this Contract be taken or held to be a waiver of any provision itself.
- f. Any provision of this Contract that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in such jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.
- g. The headings used in this Contract are for convenience of reference only and shall be ignored in the construction and interpretation of this Contract.

10. Definitions

- “Product(s)” means hardware, software, documentation, accessories, cabling, material, supplies and parts, and any Product Maintenance provided by Insight under this Contract.
- “Product Maintenance” means any maintenance and/or support of any hardware, software, documentation, accessories, cabling, material, supplies, or other parts that are performed by a Third Party and provided by Insight under this Contract.
- “Services” means the specific professional services, network management, or business process outsourcing services, or other related services, set forth in an Order and/or Statement of Work, to be performed by Insight or a Third Party pursuant to this Contract.
- “Third Party” means a third party that designs and/or manufactures Products or performs Services that are resold to Customer by Insight. Third Party includes manufacturers and non-manufacturers, but does not include subcontractors.

If a capitalized term used in this Contract is not identified in this Section 16, then that term shall have the definition ascribed to that term as may be found in the Other Documents.

Contract Acceptance Page

Mayor Joe V. Sanchez Public Library System has selected Insight Public Sector, Inc. ("Insight") (SPIN# 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing form 471. By executing this Contract Acceptance Page, Mayor Joe V. Sanchez Public Library System and Insight agree to all of the terms set forth in the Contract for E-Rate Projects and requirements of all of the following subject to the requirements of the Schools and Libraries Division (the "SLD") of USAC pertaining to E-Rate funding, and the following Other Documents:

Document Name	Form No.	Reference
Contract Renewal	Addendum One	
Vendor Background Questions and Bid Response Forms	Exhibit 1	
Pricing	Exhibit 2	
Scope of Work	Exhibit 3	
Cabling Best Practices	Exhibit 4	
Work Approval Form	Exhibit 5	
Certificate of Insurance	Exhibit 6	

All of the foregoing together comprise and constitute one single contract between Mayor Joe V. Sanchez Public Library System and Insight and shall be referred to herein as the "Contract". In case of any ambiguity or conflict among the documents that comprise the Contract, the ambiguity/conflict will be interpreted and resolved in accordance with the following order of precedence: (1) the Contract; (2) the applicable Statement of Work; (3) the remaining Other Documents; (4) Insight's proposal; and (5) the Mayor Joe V. Sanchez Public Library System's Request for Proposal that initiated this proposal.

Customer represents and warrants that the individual executing this Contract has the authority to bind the Customer in this matter. The effective date of the Contract is the date of the last signature below.

Customer Reference Number: _____

Insight Reference Number: 202211009-erfp

Mayor Joe V. Sanchez Public Library System

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

Address: _____

Attn: _____

INSIGHT PUBLIC SECTOR, INC.

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

Address: _____

Attn: _____

Addenda

Insight is pleased to provide the following Addenda:

- Contract Renewal

Addendum One: Contract Renewal

Insight is providing this Contract Renewal form to Mayor Joe V. Sanchez Public Library System for any future E-Rate opportunities. Signature of this Contract Renewal constitutes a renewal of the binding agreement previously executed between Insight Public Sector, Inc. ("Insight") and Mayor Joe V. Sanchez Public Library System ("Customer") dated _____, Contract No. _____ (the "Contract") in accordance with the requirements of the Schools and Libraries Division (SLD) of the USAC, pertaining to E-Rate funding.

By executing this Contract Renewal, the parties agree:

- That Mayor Joe V. Sanchez Public Library System has selected Insight Public Sector, Inc. ("Insight") (SPIN # 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing Form 471.
- The Contract, including all terms, conditions, and specifications thereof, is hereby renewed for an additional 1-year term, and may be subsequently renewed annually for up to three additional 1-year terms upon mutual, written agreement of both parties at least 30 days' prior to the end of the then-current term.
- Either party may terminate the Contract for its convenience upon 30 days written notice to the other.
- The individual signing this Contract Renewal represents he/she has actual authority to execute this instrument and therefore binds their respective party to the requirements of this Contract Renewal as well as the Contract.

Except as otherwise expressly provided in this Contract Renewal, the Contract shall remain unchanged and in full force and effect.

Customer Reference Number: 202211009-erfp

Insight Reference Number:

Mayor Joe V. Sanchez Public Library System

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

INSIGHT PUBLIC SECTOR, INC.

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

Exhibits and Pricing

Insight is pleased to provide the following Exhibits:

- Vendor Background Questions and Bid Response Forms
- Pricing
- Scopes of Work
- Cabling Best Practices
- Work Approval Form
- Certificate of Insurance

Exhibit 1: Vendor Background Questions and Bid Response Forms

Per RFP requirements, Insight has provided responses to the following Vendor Background Questions, please see below. Please note that upon contract award, the documents contained in Exhibit 1 will become part of the mutually agreed upon Contract

Vendor Background Questions (20 points)

- 1.) Number of years your company has been in business.**
Insight Public Sector, Inc. has been in business in the Rio Grande Valley for over 20 Years.
- 2.) Where is your head office, your sales and customer service offices located?**
Head office:
13755 Sunrise Valley Drive, Suite #750, Herndon, VA 20171
Sales and Customer Service office:
2712 N. McColl Road, McAllen, TX 78501
- 3.) Where is your billing office?**
2701 E. Insight Way, Chandler, AZ 85286
- 4.) Number of employees in your company.**
Insight employs more than 11,000 teammates worldwide
- 5.) Number of employees in local (RGV) site (if applicable).**
20
- 6.) Number of employees in customer service.**
12 individuals, including Project Managers, Sales and Engineers.
- 7.) Number of employees with technical certifications.**
Please see the extensive Cisco, APC, Tandberg and other certifications that we possess in the "Our E-Rate Experience" section of our proposal response
- 8.) Number of employees in local (RGV) site (if applicable) with technical Certifications.**
12 employees, both engineers and project managers, have national and manufacturer certifications.
- 9.) Are your hardware and software dependent on third party vendors for manufacturing?**
We have direct (not third-party) relationships with all major manufacturers in this RFP response. This includes Cisco Systems (Gold Certified Partner) and APC (Platinum Partner).
- 10.) Please list any items from current or anticipated equipment which you will not be able to provide maintenance.**
None.

References (5 points)

- 1.) Please provide a minimum of three references (public libraries or education entities in the RGV are preferred). For each reference provide names, address, phone numbers and email of the primary contact person.**
Please see the "***Our E-Rate Experience***" section of our proposal response for references.

Repair / Response Times (10 points)

- 1.) **How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (Monday-Friday 8:00am to 5:00pm)**

Average of four hours.

- 2.) **How long will it take for you to have a qualified technician on site outside normal business hours?**

Average of eight hours.

- 3.) **Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.**

Your Client Executive, Darak Weaver, can be reached at 956.465.8080 and can provide immediate decisions on pricing and expansion.

- 4.) **Please provide a direct number for the person(s) who can immediately facilitate repairs during normal business hours (Monday-Friday 8:00-5:00)**

Help Desk Support's toll-free number is 866.536.8767, and the email address is ncsc-data-admin@insight.com.

Help Desk Support is provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard Time ("Help Desk Covered Hours"). Customer places its request for Help Desk Support by a telephone call to a toll-free number or by sending an email to a designated email address, containing such information as Insight requires to open a service request.

- 5.) **Please provide a direct number for the person(s) who can immediately facilitate evening and weekend repairs.**

Help Desk Support's toll-free number is 866.536.8767, and the email address is ncsc-data-admin@insight.com.

Help Desk Support is provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard Time ("Help Desk Covered Hours"). Customer places its request for Help Desk Support by a telephone call to a toll-free number or by sending an email to a designated email address, containing such information as Insight requires to open a service request.

Future Offerings (5 points)

- 1.) **What new technology does your company plan to utilize in the near future that would be an advantage to the Mayor Joe V. Sanchez Public Library?**

Insight Public Sector has certifications in not only the IP Telephony products that we are deploying but also the managed wireless (WLC). This is in addition to our Voice offerings through Cisco's Unified Communication. Cisco Jabber is a new part of the Cisco UC offering that will make Telepresence video and audio integrate together. Also, as server and desktop virtualization becomes more of a business norm, Insight Public Sector is well positioned to not only offer the Cisco UCS platform and VDI by HP or WYSE for hardware but the professional services to design, install, and support this technology. This includes server virtualization as well.

2.) What is the most significant factor affecting the future success of your company and what is being planned to address it?

Personnel – As we grow our business in the Rio Grande Valley, we must continue to access quality, trained personnel to help our customers. We have presently done this. However, we must continue to search and hire quality engineers and project managers. We currently have the only Cisco Certified Internetworking Expert in the Rio Grande Valley (CCIE, Voice) in our office. Our National manufacturers rely heavily upon our local expertise to position their products.

Market Differentiation (10 points)

1.) Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.

Insight Public Sector personnel, both in the sales and services divisions, have been working with the public libraries in the Rio Grande Valley for over 20 years. We were instrumental in working with all the libraries at the onset of the E-Rate program and establishing the consortiums that exist today. Since we are local company with local engineers and sales personnel, we pride ourselves in being able to solve the technical problems facing public libraries.

Insight's E-Rate Experience

With over 30 years in the IT industry, Insight Public Sector is a national leader in providing E-Rate guidance and expertise to applicants across the country. We offer unsurpassed commitment, management, and oversight in ensuring the success of meeting your E-Rate 26 deliverables. Insight provides quality turnkey network integration services and is one of the largest network integrators in the country. Insight has been ranked as one of the top 10 Service Providers for the E-Rate program in the Internal Connections category.

Insight Public Sector has been an active participant in the E-rate program since its inception. Our extensive E-Rate experience allows applicants the opportunity to significantly grow their infrastructure with current technologies. Insight Public Sector is a Tier 1 Partner with Cisco, Cisco Meraki, HP Aruba, and APC. Our proven strategies encourage applicants to have good planning and strategic vision to achieve the most from the program. Insight also has extensive experience in leveraging funds generated via bond issues or other grant sources into E-Rate application opportunities.

To ensure compliance, all Insight employees involved with the E-Rate program are required to be trained on the Ethics and Responsibilities components.

Insight Company Overview

Insight Enterprises, Inc. (our parent company) is a leading technology provider of hardware, software, and service solutions to business and government customers in the United States, Canada, Europe, and Asia-Pacific. Insight Enterprises, Inc. became a publicly traded company in 1995, selling its stock on the NASDAQ under the ticker symbol NSIT. Insight Enterprises, Inc. is ranked number 373 on Fortune Magazine's 2022 "Fortune 500" list.

Insight Public Sector, Inc. (Insight) is one of the largest providers of technology to Public Sector clients in the United States. Insight brings a wealth of contract experience to our Public Sector clients, holding more than 200 contracts across the federal, state, local, and education verticals. We currently hold some of the largest contracts in the industry, from federal contracts (e.g., GSA, NASA SEWP, JELA) to national cooperative contracts (e.g., NASPO ValuePoint, OMNIA Partners). We also hold state-wide

contracts in over 40 different states, including Texas DIR. Collectively, these contracts and our dedicated Public Sector sales and services teams allow us to provide customized products and solutions that range from initial consulting, procurement and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help businesses run smarter. Our value is our ability to guide, advise, implement and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage and secure their IT environments. Our product fulfillment and logistics capabilities, management tools and technical expertise make designing, deploying and managing IT solutions easier for our customers while helping them control their IT costs.

2.) Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition

Insight understands that Mayor Joe V. Sanchez Public Library is seeking to enter a partnership with a technology provider for the purpose of implementing, refining and supporting a state-of-the-art IT technology infrastructure. In selecting that provider, Mayor Joe V. Sanchez Public Library must consider all the areas of expertise necessary to be most beneficial. Insight has the complete understanding of both the administrative and educational purpose of IT technology for Mayor Joe V. Sanchez Public Library. As the selected vendor, we will be instrumental in working with Mayor Joe V. Sanchez Public Library to implement the project described in the RFP, providing the technology and implementation, ensuring compliance with the E-Rate program, and ensuring successful financial strategies for Mayor Joe V. Sanchez Public Library's goals.

The success of your project will largely depend on selecting an IT technology provider with demonstrated project management skills and implementation experience combined with the ability to scale operations to meet the challenging demands of complex projects in an educational environment. From IT technology, equipment selection and procurement, to the project management and implementation, Insight has the experience and capability to provide centralized management for this partnership using certified project managers experienced in the K-12 and higher education environment. Insight has been the education technology provider of choice for many school districts throughout the U.S. for over 25 years.

Insight can provide the expertise and advice that will be necessary to effectively implement and upgrade IT technology throughout Mayor Joe V. Sanchez Public Library. Insight has been an active participant in the E-Rate program since its inception. We have provided our education partners with information and assistance to ensure that the funding/discounts received under these programs (and others) was maximized. Insight has achieved industry-leading technology specializations in all areas of today's most advanced networking technologies with continuing education for their engineers. This commitment to expertise will be a major benefit to Mayor Joe V. Sanchez Public Library based on the knowledge and skills that are continually being developed by Insight.

Insight Competitive Advantages

Insight offers the most extensive product selection in the industry and a full range of services, including enterprise consulting, high-performance systems, integration, configuration, deployment, lifecycle management, and networking design. Our status as a global provider of IT products and services with 11,000+ employees located worldwide and our stature as a Fortune 500 company makes Insight a

'Trusted Advisor.' Our breadth of capabilities provides our clients with substantial buying power while following our business model to work with our clients to perform customized services such as you would find with a smaller Value-Added Reseller (VAR).

- **Single Source Provider & Super Solution Integrator**

When evaluating IT suppliers, it is essential to look at the entire procurement process. IT management includes more than just buying a product. The value of the reseller relationship — the ease of having one contact to handle all your IT needs, from product procurement to services to asset disposition is a key component to your success. Using Insight as your single-source provider for IT products and services means you have only one relationship to build and maintain. It eliminates the need for multiple purchase orders, invoices, and chances for error. Today, organizations are facing more challenges than ever before. Companies are assessing how to optimize IT operations and free up funds for the innovation required to manage a business today and prepare for a future that could be much different than anticipated.

- **Account Management Model**

Insight clients can work with a dedicated Account Team that serves as the primary point of contact for all client questions and concerns. Your dedicated Insight Account Team understands the complexity of today's technology procurement environment and becomes familiar with client policies and procedures to provide practical support. This methodology offers efficiencies, eliminates redundancies, and presents clients with knowledgeable resources to rely on for direction and support.

- **Manufacturer Relationships**

Insight receives the best pricing offered by the central IT hardware manufacturers, such as Hewlett Packard, IBM, Lenovo, Sony, and Toshiba. These strong relationships allow Insight to acquire better product allocations and higher levels of support than many of our competitors. Insight is proactive and aggressive in our efforts to lower our clients' costs continuously. We will employ our extensive manufacturer relationships and negotiate on the Client's behalf to reduce some essential manufacturer's costs.

3.) Identify other Public Libraries or education entities in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided

Insight has provided similar E-Rate services for many libraries and education entities in the Rio Grande Valley, here are just a few:

- Elsa Public Library, Hidalgo, TX
- Edinburg Public Library, Edinburg, TX
- Alice ISD, Alice, TX
- Brownsville ISD, Brownsville, TX
- Edcouch Elsa ISD, Edcouch, TX
- Edinburg CISD, Edinburg, TX
- Los Fresnos ISD, Los Fresnos, TX
- Port Aransas ISD, Port Aransas, TX
- United ISD, Laredo, TX

4.) Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite visit, and if so how many, or whether you charge for the actual hours devoted to a project.

Insight charges for actual hours devoted to the project.

5.) Please provide your company's mission and/or vision statement

Insight empowers organizations with technology, solutions, and services to help our clients maximize the value of their IT today and drive (digital) transformation for tomorrow. As a Fortune 500-ranked global technology provider of end-to-end secure digital transformation solutions and services, we help clients innovate and optimize their operations to run smarter.

Our purpose is to accelerate transformation by unlocking the power of people and technology:

1. **To accelerate transformation.** The perpetual pursuit of advancement brings people and organizations further, faster, and with more efficiency.
2. **Unlocking the power of people and technology.** Curious and creative thinkers that drive outcomes for new and existing growth opportunities.

Our deep expertise includes more than 2,700 technical experts — data scientists, developers, architects, engineers, consultants, and big data and AI specialists. Insight's breadth and depth of capabilities, plus deep connections with more than 6,000 partners globally, simplify the number of third-party sources an organization needs to work with to bring its IT strategies to fruition.

Insight's Values

Our success starts with our culture. We firmly believe our people are our greatest strength, and we live by a simple yet memorable set of core values — Hunger, Heart, and Harmony — that define who we are. You can see it in how we work, the values we share, the standards we set, and the support we provide to our clients, partners, and each other. Our core values are fundamental beliefs shared throughout our company. They govern how we behave and make decisions, from our daily tasks to company-wide policies; we refer to these values to remind ourselves of who we are and want to be.

Hunger	Heart	Harmony
We are change agents, driven to improve every day.	We are teammates. We take care of each other, our clients, and our communities.	We are a team of individuals who seek out unique perspectives and value differences and diversity.

Hunger, apparent in everything we do, captures our insatiable desire to improve our client's business. By showing Heart, we seek to positively impact the lives of the people we serve by always caring for our clients, partners, teammates, and communities. Through Harmony, we invite perspective and consistently value each other's unique contributions as we work together to bring the best solutions to the world.

Exhibit 2: Pricing

Insight is pleased to provide the following detailed pricing for Mayor Joe V. Sanchez Public Library's review and consideration.

CISCO Solution Description	Cost
Hardware/Software Costs	\$ 130,557.06
E-Rate Eligible	\$ 130,557.06
E-Rate Ineligible	\$ 0
Professional Services Fees	\$ 7,750.00
E-Rate Eligible	\$ 7,750.00
E-Rate Ineligible	\$ 0
Cabling Services Fees	\$ 69,195.70
E-Rate Eligible	\$ 69,195.70
E-Rate Ineligible	\$ 0
Total Cost	\$ 207,502.76

OPTIONAL Aruba Solution Description	Cost
Hardware/Software Costs	\$ 110,554.58
E-Rate Eligible	\$ 110,554.58
E-Rate Ineligible	\$ 0
Professional Services Fees	\$ 7,750.00
E-Rate Eligible	\$ 7,750.00
E-Rate Ineligible	\$ 0
Cabling Services Fees	\$ 69,195.70
E-Rate Eligible	\$ 69,195.70
E-Rate Ineligible	\$ 0
OPTIONAL Aruba Solution Total Cost	\$ 187,500.25

Pricing Notes

- Please refer to the following Quote(s) for detailed hardware/software/manufacture warranty pricing, if applicable.

- Please refer to the Scope of Work Exhibit for more information on the Services being provided and the associated fees, if applicable.
- Shipping and taxes, if applicable, are not included.
- All prices are in U.S. dollars.

Validity Statement

Supply chain constraints tied to production loss, component shortages, and logistical pressures driven by the pandemic are resulting in ongoing price increases that are being passed down by suppliers and manufacturers to Insight. The situation is fluid and manufacturers/suppliers are providing frequent cost updates, in some instances, multiple times per day. Insight is working directly with our manufacturer/supplier partners to ease the impact and will attempt to adhere to its price proposal as quoted; however, the volatility in manufacturers' costs due to supply chain constraints may require a requote prior to finalizing any subsequent award or purchase order.

Product does not include hardware, software, software tools, and software utilities designed into data center solutions by Insight engineers as part of storage, converged infrastructure, hybrid cloud, backup/disaster recovery, and other specific data center solutions. The pricing methodology referenced in this Schedule only applies to the Products included or contemplated at the effective date of the current Schedule. Any additions of products, solutions or technology that are different from such included Product must be agreed upon in writing by the parties prior to being subject to the Schedule.

Please note that upon contract award, Pricing will become part of the mutually agreed upon Contract.

Price Quotation

To: Arnold Becho

From: Darak Weaver
Pleshette Gales
2712 North McColl
McAllen, Texas 78504
Phone: 956-465-8080 McAllen

Weslaco Public Library

E-Rate Equipment Services (Internal
Connections)
RFP 2022-23-02 Equipment

RFP Number/Name

Email: darak.weaver@insight.com
Email: pleshette.gales@insight.com

Part Number	Description	List Price	Discount	Final Price	Qty	Total
CISCO Solution						
IDF Switching						
C9300-48U-EDU	Catalyst 9300 48-port UPOE, K12	\$13,091.25	57.00	\$5,629.24	7	\$39,404.68
C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	45.00	\$0.00	7	\$0.00
SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	\$0.00	45.00	\$0.00	7	\$0.00
PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	45.00	\$0.00	7	\$0.00
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$2,247.48	45.00	\$1,236.11	7	\$8,652.77
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	45.00	\$0.00	14	\$0.00
C9300-SSD-NONE	No SSD Card Selected	\$0.00	45.00	\$0.00	7	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	\$118.29	45.00	\$65.06	7	\$455.42
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$112.38	45.00	\$61.81	7	\$432.67
TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	45.00	\$0.00	7	\$0.00
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	45.00	\$0.00	7	\$0.00
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	\$4,459.48	56.00	\$1,962.17	7	\$13,735.19
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	45.00	\$0.00	7	\$0.00
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	45.00	\$0.00	7	\$0.00
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	45.00	\$0.00	7	\$0.00
D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	\$0.00	45.00	\$0.00	7	\$0.00
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	45.00	\$0.00	7	\$0.00
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	\$0.00	45.00	\$0.00	7	\$0.00
C9300-NM-2Y	Catalyst 9300 2 x 25GE Network Module	\$3,029.37	56.00	\$1,332.92	7	\$9,330.44
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	45.00	\$0.00	7	\$0.00
MDF Switch						
C9500-24Y4C-EDU	Catalyst 9500 24x1/10/25G and 4-port 40/100G, K12	\$26,319.19	56.00	\$11,580.44	1	\$11,580.44
C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	\$0.00	45.00	\$0.00	2	\$0.00
C9500-NW-A	C9500 Network Stack, Advantage	\$0.00	45.00	\$0.00	1	\$0.00
SC9500HUK9-176	Cisco Catalyst 9500H XE 17.6 UNIVERSAL	\$0.00	45.00	\$0.00	1	\$0.00
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	\$0.00	45.00	\$0.00	1	\$0.00
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$2,663.25	45.00	\$1,464.79	1	\$1,464.79
CAB-9K12A-NA	C9500 DNA Advantage, Term License	\$0.00	45.00	\$0.00	2	\$0.00
C9500-DNA-24Y4C-A	Cisco Catalyst 9500 DNA Advantage 3 Year License	\$0.00	45.00	\$0.00	1	\$0.00
C9500-DNA-L-A-3Y	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$8,398.48	55.00	\$3,779.32	1	\$3,779.32
PI-LFAS-T	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	45.00	\$0.00	3	\$0.00
PI-LFAS-AP-T-3Y	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	45.00	\$0.00	3	\$0.00
NETWORK-PNP-LIC		\$0.00	45.00	\$0.00	1	\$0.00
Optics						
SFP-10/25G-LR-S-TRI	10/25GBASE-LR SFP28 Module			\$1,032.61	6	\$6,195.66
SFP-10G-LR-TRI	10GBASE-LR SFP Module			\$271.74	2	\$543.48
SFP-H25G-CU3M=	25GBASE-CU SFP28 Cable 3 Meter			\$88.45	1	\$88.45

Access Points							
R7J39A	ARUBA AP-655 US CAMPUS AP	\$2,415.00	62.00	\$917.70	12	\$11,012.40	
Q9G69A	AP-MNT-MP10-B AP MOUNT BRKT 10PK B	\$241.00	62.00	\$91.58	1	\$91.58	
R3J16A	AP-MNT-B AP MOUNT BRKT INDIVIDUAL B	\$32.00	62.00	\$12.16	2	\$24.32	
Central Licensing for AP's - 3 year							
Q9Y59AAE	ARUBA CENTRAL AP FND 3YR SUB E-STU	\$355.00	62.00	\$134.90	2	\$269.80	
CABLING (ASSUMPTION 288 DROPS TOTAL)	Includes the following:			\$69,195.70	1	\$69,195.70	
	CAT6 Cable, jacks, patchpanels, 1'and 10' patch cords, CAT6 Jacks						
	Jacks, Jhooks, Ladder Trays						
	Vendor Quote to install cable and New APC Racks						
	Install (5) APC Racks						
	Install UPS's in cabinets						
APC Racks							
AR3100	APC NetShelter SX 42U Server Rack Enclosure 600mm x 1070mm w/ Sides, Black (2 in MDF)			\$1,631.40	5	\$8,157.00	
MDF UPS's							
	Eaton 9PX UPS, Network card included, 6U, 6000 VA, 5400 W, L6-30P input, Outputs: (18) 5-20R, (2) L6-20R, (1) L6-30R, 120/240V			\$4,901.28	1	\$4,901.28	
9PX6KTF5							
9PXEBM180RT	Eaton 9PX EBM, 3U, used with 9PX6K, 9PX5K, 9PX6KG, 9PX3K3UN			\$829.82	1	\$829.82	
	Eaton Managed rack PDU, 0U, 5-20P, L5-20P input, 1.92 kW max, 120V, 16A, 10 ft cord, Black, Single-phase, Outlets: (24) 5-20R			\$853.68	2	\$1,707.36	
EMA114-10							
EMPDT1H1C2	Eaton EMPDT1H1C2 Environmental Monitoring Probe - 1.5" Width x 1.2" Height x 2.3" Length - 1 - Translucent			\$207.74	1	\$207.74	
IDF UPS's							
9PX3000RT	Eaton 9PX Online UPS 3000VA 2700 Watt 120V 2U Rack/Tower Network Card Opt.			\$2,564.15	3	\$7,692.45	
	Installation/ configuration of Switches and Access Points including mounting					\$7,750.00	

Total Project	\$207,502.76	
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Price Quotation

To: Arnold Becho

From: Darak Weaver
Pleshette Gales
2712 North McCall
McAllen, Texas 78504
Phone: 956-465-8080 McAllen

Weslaco Public Library

E-Rate Equipment Services (Internal
Connections)
RFP 2022-23-02 Equipment

Email: darak.weaver@insight.com
Email: pleshette.gales@insight.com

RFP Number/Name

Part Number	Description	List Price	Discount	Final Price	Qty	Total
ARUBA Solution						
IDF Switching						
JL661A	ARUBA 6300M 48G CL4 POE 4SFP56 SWCH	\$14,329.00	65.00	\$5,015.15	7	\$35,106.05
JL087A#ABA	ARUBA X372 54VDC 1050W PS	\$1,479.00	64.00	\$532.44	14	\$7,454.16
J9150D	ARUBA 10G SFP+ LC SR 300M MMF XCVR	\$1,322.00	72.00	\$370.16	7	\$2,591.12
R0M46A	ARUBA 50G SFP56 TO SFP56 0.65M DAC CBL	\$409.00	64.00	\$147.24	7	\$1,030.68
Q9Y79AAE	ARUBA CENTRAL 63/38XX F 3YR E-STU	\$1,485.00	64.00	\$534.60	7	\$3,742.20
MDF Switch						
R3K04AAE	ARUBA CENTRAL 84/83/64/54XX F 3YR E-STU	\$4,185.00	64.00	\$1,506.60	1	\$1,506.60
JL702C#ABA	ARUBA 8360-16Y2C V2 FB 3F 2AC BDL US EN	\$29,955.00	64.00	\$10,783.80	1	\$10,783.80
Optics						
JL486A	ARUBA 25G SFP28 LC LR 10KM SMF XCVR	\$5,199.00	64.00	\$1,871.64	6	\$11,229.84
J9151E	ARUBA 10G SFP+ LC LR 10KM SMF XCVR	\$3,707.00	64.00	\$1,334.52	2	\$2,669.04
JL488A	3M DAC CBL ARUBA 25G SFP28 TO SFP28	\$409.00	64.00	\$147.24	1	\$147.24
Access Points						
R7J39A	ARUBA AP-655 US CAMPUS AP	\$2,415.00	64.00	\$869.40	12	\$10,432.80
Q9G69A	AP-MNT-MP10-B AP MOUNT BRKT 10PK B	\$241.00	64.00	\$86.76	1	\$86.76
R3J16A	AP-MNT-B AP MOUNT BRKT INDIVIDUAL B	\$32.00	64.00	\$11.52	2	\$23.04
Central Licensing for AP's - 3 year						
Q9Y59AAE	ARUBA CENTRAL AP FND 3YR SUB E-STU	\$355.00	64.00	\$127.80	2	\$255.60
CABLING (ASSUMPTION 288 DROPS TOTAL)						
	Includes the following:			\$69,195.70	1	\$69,195.70
	CAT6 Cable, jacks, patchpanels, 1' and 10' patch cords, CAT6 Jacks					
	Jacks, Jhooks, Ladder Trays					
	Vendor Quote to install cable and New APC Racks					
	Install (5) APC Racks					
	Install UPS's in cabinets					
APC Racks						
AR3100	APC NetShelter SX 42U Server Rack Enclosure 600mm x 1070mm w/ Sides, Black (2 in MDF)			\$1,631.40	5	\$8,157.00
MDF UPS's						
9PX6KTF5	Eaton 9PX UPS, Network card included, 6U, 6000 VA, 5400 W, L6-30P input, Outputs: (18) 5-20R, (2) L6-20R, (1) L6-30R, 120/240V			\$4,901.28	1	\$4,901.28
9PXEBM180RT	Eaton 9PX EBM, 3U, used with 9PX6K, 9PX5K, 9PX6KG, 9PX3K3UN			\$829.82	1	\$829.82
EMA114-10	Eaton Managed rack PDU, 0U, 5-20P, L5-20P input, 1.92 kW max, 120V, 16A, 10 ft cord, Black, Single-phase, Outlets: (24) 5-20R			\$853.68	2	\$1,707.36
EM PDT1H1C2	Eaton EMPDT1H1C2 Environmental Monitoring Probe - 1.5" Width x 1.2" Height x 2.3" Length - 1 - Translucent			\$207.74	1	\$207.74

IDF UPS's							
9PX3000RT	Eaton 9PX Online UPS 3000VA 2700 Watt 120V 2U Rack/Tower Network Card Opt.			\$2,564.15	3	\$7,692.45	
	Installation/ configuration of Switches and Access Points including mounting					\$7,750.00	

Total Project	\$187,500.28	
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Exhibit 3: Scopes of Work

Insight is pleased to provide the following proposed Scopes of Work in connection with our Professional Services Solution:

- Installation Services for Internal Connections
- Cabling Services

Please note that upon contract award, the Scopes of Work will become part of the mutually agreed upon Contract.

Insight Public Sector, Inc. ("Insight") is proposing the services described herein for Weslaco Public Library

Objectives

Insight will meet the following Services objectives:

- Implement new LAN/WAN infrastructure for Customer

Scope and Approach

Insight will perform the following Services:

Project Management

- Conduct a kick-off meeting to introduce the team and confirm the objectives, timeline, and approach
- Discuss the communication plan to ensure succinct and orderly communication between the involved parties
- Perform overall project management and resource planning to meet agreed upon timeframes and expectations using a detailed project plan
- Agree upon change control processes to minimize impact of the changes
- Deliver weekly status reports (if required)
- Conduct project wrap-up meeting to review results, lessons learned, and future opportunities for recommendation

Implement

- Enable Aruba Central Portal and setup Wireless Templates
- Mount and configure equipment, including:
 - 1 –Core Switch
 - 7 –Access Switches
 - 12 – Aruba AP-655 Access Points
- Install new infrastructure in parallel with existing infrastructure (if applicable)
- Execute implementation/cutover plan
- Execute implementation test plan and document results
- Finalize operational turnover documentation

Deliverables

Insight will provide the following deliverables:

Project Management

- Status reports
- Project workplan

Network Infrastructure

- Operational turnover documentation
 - Requirement summary
 - Logical and physical network diagrams
 - Implementation, migration, and test plans

Insight Responsibilities

Insight is responsible for the following:

- Insight will provide the applicable and necessary labor, materials, project management, and/or tools to perform the Services and provide the Deliverables described herein.

Customer Responsibilities

Customer is responsible for the following:

- Customer will provide network management information, where applicable (Syslog, NTP, SNMP, DNS, DHCP Scopes, etc.).
- Customer will coordinate and facilitate communications with supporting carriers and Internet service providers (ISPs).
- Customer will provide their Cisco Customer ID and regional SE contact(s) to support advanced troubleshooting as deemed appropriate with the network infrastructure components.
- Customer will conduct cabling plant (UTP and Fiber) management, administration, and troubleshooting.
- Customer will provide primary support and administration of the network security infrastructure (firewalls, IDS, SPAN Ports, etc.).
- Customer will provide copies of technical manuals, as needed.
- Customer will be responsible for any server, workstation, application, and printer IP address changes.
- Customer will be responsible for testing all required applications across the new network infrastructure. Insight will modify the network infrastructure based on the results of the application tests.
- Customer will be responsible for the migration of users and servers from the existing network to the new network. Insight will support the migration to ensure proper network functionality.
- Customer will facilitate and coordinate user acceptance activities (UAT) during the production validation of the migration phase.
- Customer will be responsible for providing adequate power, ventilation, cabling, and rack space for the new equipment within the required project timelines. This equipment will run in parallel with the existing network infrastructure.
- Customer will provide adequate staging facilities to store, burn-in, stage, and configure the new infrastructure.
- Customer will provide a single point of contact for all approvals, communications, change control, change orders and other activities with Customer user/IT communities.
- Customer will assist with the primary coordination and scheduling of internal department/vendor meetings with Customer support and management personnel.
- Customer will provide site contacts for each Customer location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Customer IT, for the duration of the project.
- If applicable, Customer will provide site contacts for each Customer location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Customer IT, for the duration of the project.
- Customer will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc. as applicable) required at each field location to complete the project. Access to Customer systems will be provided to Insight via either onsite direct access or remote/VPN access. If Customer does not allow remote/VPN access to Customer systems and remote work is necessary, then Customer will make local resources available to be utilized by Insight to accommodate for this lack of access. If Customer cannot provide access or local resources, then additional project duration, labor hours, travel expenses, and others costs may be incurred and due to Insight by Customer.
- Customer will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Customer is responsible for all licensing requirements to be compliant per their own agreements.
- Customer is responsible for all product and material, including distribution and transport of Customer-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned, and/or provided by Customer (or others) that Insight is required to use for fulfillment of any Services described herein.
- Customer is responsible for providing adequate and secure onsite storage for all Customer-owned product and material unless otherwise specified in writing.
- If applicable, Customer will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.

- Customer is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Customer's information on all applicable Customer computing systems used to store or transmit Customer's information, in accordance with current applicable industry standards and best practices.
- Customer is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Customer's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).
- Customer and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight; (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all Customer information, documentation, and technology necessary for Insight to perform the Services, including a list of all Customer and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Customer's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer. "Customer Technology" shall mean any intellectual property owned by Customer that will be used by Insight in performing the Services under this SOW.

Project-Specific Assumptions

The following project-specific assumptions apply for this Services engagement:

- Project estimates assume that Customer will provide the Insight team with the information needed to complete the review and planning phase at the start of the project (e.g., current network and inventory documentation).
- Project estimates assume the network is stable and no immediate triage/remediation efforts are required prior to the integration of the new network infrastructure.
- Project estimates assume that Customer's personnel can answer questions related to network facilities including rack space, power, cable plant, and air conditioning.
- Project estimates assume Insight will be able to conduct network discovery scans on subnets affected by migration.
- Customer and Insight will develop an agreed-upon deployment timeline. Any interruptions to this timeline may result in a change order to the Insight Implementation Services quote.
- Each party agrees that personnel will not be asked to perform, nor volunteer to perform, tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
- If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
- Insight will provide an inventory spreadsheet of product and material pre- and post-installation that will be submitted as part of the Deliverables (if specified in the Deliverables section). However, Insight is NOT responsible for Customer-owned product and material during any phase of the project/program.
- Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Customer, such services may be performed by Insight only to the extent permitted by applicable law.
- The following are considered out-of-scope and are not part of the Services:
 - Formal user training
 - Electrical or cabling services
- Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Customer.

Timeframes

Insight estimates that the Services described herein will be completed within 2 weeks after the start of the project.

Fees

Professional Service Fees

As consideration to Insight for performance of the Services, Customer shall pay Insight the fixed fee provided in **Exhibit 2: Pricing** of our proposal response. Customer will not reimburse Insight for travel expenses, if any are required.

Customer will reimburse Insight for any taxes incurred. If Customer believes they are tax-exempt and/or the Services provided are not subject to any taxes, Customer will provide Insight with the proper documentation required by the taxing jurisdiction where the Services are performed.

NOTE: Equipment must be installed, and Services/cabling performed, at the sites as outlined in this SOW. If Customer chooses to move equipment/data drops to another site during the project, and the budget cap for E-Rate funding is exceeded for any sites, Customer is responsible for the additional cost.

Pricing Assumptions

1. Professional Service Fees do not include any necessary hardware/software costs. Customer will not reimburse Insight for travel expenses, if any are required.
2. Shipping and taxes, if applicable, are not included.
3. All prices are in U.S. dollars.
4. The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Insight observed holidays.
5. This statement of work assumes Services will be performed over a consecutive timeframe unless otherwise provided herein.
6. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Customer personnel, equipment, and facilities. Customer will compensate Insight for any out-of-scope work requested by Customer on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

Location

The Services will be performed at the following Customer location(s):

Weslaco Public Library, Weslaco, Texas

Insight Public Sector, Inc. ("Insight") is proposing the services described herein for Weslaco Public Library.

Objectives

Insight will meet the following Services objectives:

- Install cabling for Customer

Scope and Approach

Insight will perform the following Services:

Cabling

Mayor Joe V. Sanchez Public Library

- Install 288 Commscope CS34P Cat6a data circuits at customer designated areas.
- Install 24/48 port Cat6a flat patch panels as needed.
- Install Commscope Cat6 Blue Modular Jacks.
- Provide 288 1ft Blue Commscope patch cords for racks.
- Provide 10ft Blue Commscope patch cords for workstations.
- Provide J-Hooks to help with routing data drops to appropriate IDF/MDF locations
- Provide and install 6, 4, and 2 port ivory faceplates to designated customer specified locations

Project Management

- Be the primary point of contact to Customer on all project issues, needs and concerns
- If requested by Customer, conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage Customer expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Manage the cabling team, resources and materials as necessary
- If requested by Customer, create and maintain a project plan in conjunction with Customer and measure weekly progress against mutually agreed-upon milestones

Cabling

- Design and implement new Cable pathways with proper support hardware
- Install cable
- Perform closet build-out
- Terminate, label and test cables

Deliverables

Deliverables, if any, will be agreed upon by both parties in writing

Insight Responsibilities

Insight is responsible for the following:

- Insight will perform the Services using the cabling best practices listed in Exhibit 4 of our proposal response.
- The assigned cabling project manager will not be staffed full time at Customer site; however, he or she is responsible for the overall progress and satisfaction of the project and should be Customer's primary point of contact for all project issues, needs or concerns.
- Insight will provide the applicable and necessary labor, consultation, materials, project management and/or tools to perform the Services and provide the Deliverables described herein.

Customer Responsibilities

Customer is responsible for the following:

- Customer will acquire and/or install all software, hardware, network wiring, permits, licenses and rights of way necessary for the completion of this project in a timeframe that allows Insight to complete or meet the project-specific milestones.
- Customer and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight; (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Customer's information, documentation and technology, necessary for Insight to perform the Services, including a list of all Customer and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Customer's representation at all review meetings is essential. Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer.
- Customer will ensure that the Insight project staff is given access to all necessary facilities and workspace, and is provided all furniture, supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, Customer will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Insight personnel are provided with all necessary safety equipment and training while on Customer's or its customer's site.
- Customer will be responsible for providing adequate and secure onsite storage for all deliveries.
- Customer will be responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
- Customer will communicate any issues or concerns with respect to the Services or Deliverables in a timely manner.

Project-Specific Assumptions

The following project-specific assumptions apply for this Services engagement:

- ALL PRODUCTS ARE PROVIDED BY INSIGHT "AS IS." INSIGHT MAKES NO REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. Insight will transfer to Customer, to the extent transferable, whatever transferable warranties and indemnities Insight receives from the manufacturer of the Products.
- Insight will supply marked-up prints with drop locations and a corresponding cable schedule. Insight has reviewed these prints and cable schedule for accuracy. Deviation from these prints or the cable schedule is not acceptable unless prior approval is received from the Insight project manager. If a drop location appears to be unworkable, the Insight project manager should be notified immediately via fax or email.
- Drop location and drop count is controlled by Insight. Drops may not be relocated without written approval from Insight. If a Customer employee requests a change, he or she must be referred to the Insight project manager.
- All material supplied by Insight that is unused at the completion of the project must be returned, including scrap wire.
- All requests for additional material must be submitted via fax or email.
- Existing underground conduits are free from obstructions.
- Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Customer personnel, equipment, and telecommunication provider services. Customer will compensate Insight for any out-of-scope work requested by Customer on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).
- All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Insight in writing. Insight will schedule resources upon receipt and acceptance of a fully executed SOW/Services Agreement and a Purchase Order (to the extent required) from Customer. Insight will use commercially reasonable efforts to take into account Customer's schedule, but in all events the performance of the Services is subject to the availability of Insight personnel and resources, as determined by Insight.

- Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
- The following are considered out-of-scope and are not part of the Services:
 - Formal user training
- These Services are subject to credit approval by Insight.
- Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Customer.

Completion Requirements

The work under this Scope of Work is complete when each of the following milestones has occurred ("Completion Requirements"):

- Invoice 50% of total – cable rough-in (pathway is established and copper cables are installed)
- Invoice 25% of total – fiber is installed and all cables (copper and fiber) are tested
- Invoice 25% of total – punch list is completed and deliverables have been submitted

Completion of each milestone will be evidenced by a Work Approval Form, which will be completed, executed, and delivered by Customer to Insight within seven (7) days of completion of the applicable milestone, unless Insight has not performed the Services subject to the milestone in accordance with the terms of the Agreement and this Scope of Work. In such event, Customer must provide Insight with prompt written notice of such failure that reasonably identifies the failure, and Insight will have a commercially reasonable amount of time to cure the failure to the extent necessary to meet the milestone.

Timeframes

Insight estimates that the Services described herein will be completed within 5 weeks after the start of the project.

Fees

Professional Service Fees

Services will be provided for the fixed fee listed below.

Cabling	Fixed Service Fee
Weslaco Public Library	\$ 69,195.70

Pricing Assumptions

- Shipping and taxes, if applicable, are not included.
- All prices are in U.S. dollars.
- The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Insight observed holidays.

Location

The Services will be performed at the following Customer location(s):

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY
525 S. KANSAS AVE.
WESLACO, TX 78596-6215

Exhibit 4: Cabling Best Practices

The following are the Cabling Best Practices specified and implemented by Insight for all cabling projects.

Note

All installation practices must be approved by the Insight Project Manager before the work is performed. Also, any questionable application must be brought to the attention of the Insight Project Manager before the work in question is performed.

Architecture and Installation

- All cable pathways will be secured to the building and installed in accordance with industry standards, best practices and specifications.
- J-Hooks will be installed in staggered intervals of 4-5 feet.
- The cable pathways, if possible, will be installed to allow a minimum of 12 inches between the cables and the suspended ceiling.
- All cables will be installed point-to-point, or "home run". The cables will be installed in a manner to assure the aesthetics of the building are maintained.

Copper

- Insight will ensure the installed cables meet the applicable fire ratings and are installed in a manner to ensure maximum performance of the cable is maintained. This will include, but is not limited to, ensuring the bend radius of the cable is not exceeded, the cable is not nicked or cut, appropriate cable pathway support, and the appropriate use of cable ties.
- Insight will ensure no horizontal cable link length exceeds 295 feet.
- Lightning protection will be installed on both ends and properly grounded for all copper cables installed outside of the building structure and the lightning cone of protection.
- In order to meet the proper termination requirements and channel performance, the cable sheath shall be stripped back no more than the manufacturer recommended length. Twists of the individual pairs will remain intact up to the cable's termination point.
- Outdoor-rated PVC cable may only enter a building for a maximum of 50 feet. If it is practical, the primary protector should be mounted within 50 feet of the entry point. Should the length of the cable exceed 50 feet, the entire length inside the building will be installed in an appropriate-sized rigid metal conduit or Indoor/Outdoor (I/O) copper cable will be used.

Fiber Optic

- Insight will ensure all fiber optic cable meets the applicable fire ratings. The fiber optic cables will be installed in a manner to assure the maximum performance of the fiber is maintained.
- Insight will install the fiber to ensure the entire length of fiber is protected and each end will be secured in the Light Interface Unit.
- Outdoor-rated PVC cable may only enter a building for a maximum of 50 feet. Should the length of the cable exceed 50 feet, the entire length inside the building will be installed in an appropriate-sized rigid metal conduit or Indoor/Outdoor (I/O) fiber will be used.

Equipment Racks/Cable Management

- All equipment, conduit, racks, and panel boards shall be anchored for seismic stability in accordance with the latest State and Local Codes, but not less than the requirements as set forth in the currently enforced addition of the Uniform Building Codes.

- All 2- and 4-post equipment racks will be anchored and secured to the floor. All cable trays or ladder racks will be mounted and secured to the wall and the equipment cabinet or rack to provide horizontal support.
- 7-foot floor racks will have vertical cable management installed on each side.
- All wall mount racks and cabinets will be mounted to a $\frac{3}{4}$ " fire-retardant plywood and secured to 2 studs minimum (3 studs preferred when possible) using 2 anchors per stud minimum (3 anchors preferred when possible). The cabinet will be secured to the plywood using a heavy-duty and appropriately rated toggle bolt to support the weight of the rack or cabinet. Installations in a concrete wall will utilize drop-in anchors and lag bolts. Any installation outside of this standard will require Customer signoff.
- All racks will be grounded and bonded to a ground bus bar in each distribution closet utilizing #6 AWG solid copper cable.
- Horizontal cable management will exist for each Light Interface Unit unless built-in wire management is included in the Light Interface Unit.
- All cables and inner-duct will be routed neatly into the rack and secured to the panels utilizing strain relief as specified by the manufacturer.
- Unless otherwise specified, starting at the top of the rack, the rack layout will be as follows:
 - Light Interface Unit
 - Horizontal cable management
 - Patch panels

Conduit and Wall/Floor Penetrations

- Any conduit that is to be placed will follow these requirements:
 - Above ground, EMT or rigid (metal conduit, depending on the application).
 - Below ground, Schedule 40 electrical grade PVC.
 - For indoor conduit, EMT or rigid (metal conduit, depending on the application).
- Any penetrations of floors, firewalls and exterior walls will be sleeved and fire stopped.
- Sleeves in floor penetrations should extend above the finished floor by at least 1 inch.

Labeling

- All labels will be adhesive P-Touch or laser-type labels (white backing with black letters) or as specified by Customer.
- Insight will work with Customer prior to the start of the project to ensure the labeling scheme matches the Customer's current labeling scheme.
- All cables will be labeled on the sheath no more than 2 inches from the jack and patch panel termination points utilizing machine generated wrap-around cable labels.

Surface-Mounted Raceway, Boxes, and Faceplates

- Blank inserts will be installed in any non-used faceplate positions.
- Faceplates will be properly secured to the wall box, or wall box eliminator if no wall box is available.
- All surface-mount raceway and boxes will be secured with anchors. The surface-mounted raceway and box will be secured with a minimum of 2 anchors per section or piece. Gluing or using the adhesive on the back of the raceway or box as the sole means of securing the raceway or box is unacceptable.
- All surface-mount raceway will be installed in a manner that is both aesthetically pleasing and straight on both the horizontal axis and vertical axis.

- To avoid pinching of the cable and to provide an adequate cable pathway, all surface-mount raceway will be installed 2-3 inches above the ceiling tile.
- Where possible and feasible, surface mount boxes will be installed to align horizontally with existing outlets.

Testing and Certification

- All circuits will be tested and certified to meet minimum requirements for the media installed. These requirements include, but are not limited to the following:
 - Wiremap
 - Impedance
 - Length
 - Resistance
 - Attenuation
 - Near-end and far-end crosstalk
 - Alien crosstalk
 - Return loss
 - Opens, shorts, grounds, and pair reversal
- Marginal Pass (PASS*) is not acceptable and will be remedied until verified as PASS. However, if the Marginal Pass is due to the overall length, the marginal pass will be accepted.
- All fiber optic strands will be tested with a power meter and light source.
- The db lost for each strand will not exceed the calculated loss budget.

Personnel Performance and Actions

- All Insight personnel and subcontractors will adhere to the state, local, and Customer rules and regulations.
- Each member will present themselves in a professional manner at all times.
- All personnel will strictly adhere to the policies set forth by Customer and site requirements.

Exhibit 5: Work Approval Form

The Work Approval Form is used to record Customer's acceptance of the work performed. This form may be used to obtain Customer's approval for any portion of the work, including but not limited to project milestones, Deliverables, and final task or project completion requirements.

Customer will ensure that the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight. Customer will indicate its acceptance of the Service or Deliverable by signing the Work Approval Form within 10 business days of its receipt from Insight. If Customer fails to respond within this 10-day period, Services and Deliverables will be deemed accepted.

A Service or Deliverable may be rejected only if the Service or Deliverable does not materially conform to its description in this proposal. If a Service or Deliverable does not materially conform to its description in this proposal, Customer shall provide written notice to Insight specifying the material nonconformity within 10 business of receipt of the completed Work Approval Form. Upon receipt of such notice, Insight shall have a reasonable amount of time, but no less than 30 days, to correct such nonconformity.

Insight Public Sector	<i>Work Approval Form</i> <i>[Project Name]</i>
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The purpose of this form is to obtain the Customer's Approval of the work as defined in the Customer Approval section below. This form may be used to obtain the Customer's Approval for any portion of the work, including, but not limited to, project milestones, deliverables or final completion requirements. Please describe in the Work Description section below the work for which Customer Approval is requested. After the Customer signs this Approval Form, one original is returned to the Customer and other originals or copies are provided to the persons as specified in the Distribution List below.

General Information			
Project Name:	[Project Name]	Project #:	
Funding Request Number (FRN) ERATE Only:			
Customer:		Customer Authorized Approver:	
Site Address(es):		Phone Number:	
City:		State, Zip:	

Work Description	
Describe the work (or portion thereof) for which Approval is requested. If a time and material job, include hours. (Also, attach and/or reference statement of work, contract number, and/or work order.)	
Submitted By:	
	Date:

Customer Approval			
Customer (1) accepts the work described above, (2) agrees the work has been completed and meets any completion criteria that may apply to the work, and (3) that for any payment due for the work, agrees that any conditions precedent to such payment have been met and hereby authorizes such payment ("Approval"). The signer represents and warrants that he/she is authorized to issue this Approval on behalf of the Customer.			
Disapproved ☐ (add comments)	Authorized Signature:		Date:
Signer's Name:		Signer's Title:	
Comments:			
Distribution List: - Approver (original) - Project Manager (original) - Credit - Project Coordinator - District Services Manager			

Exhibit 6: Insurance Certificate

Insight is pleased to provide the following sample Certificate of Insurance. Upon contract award, Insight will provide a Certificate of Insurance naming Mayor Joe V. Sanchez Public Library System as additional insured.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/29/2022		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Marsh USA Inc. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 Attn: Phoenix.CertRequest@marsh.com CN101234522-STND-GAUW-22-23			CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Great Northern Insurance Company 20303 INSURER B: N/A INSURER C: Sentry Insurance Company 24988 INSURER D: Sentry Casualty Company 28460 INSURER E: INSURER F:			
INSURED Insight Enterprises, Inc. Insight Public Sector, Inc. 2701 E. Insight Way Chandler, AZ 85286						
COVERAGES CERTIFICATE NUMBER: LOS-002588559-12 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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:		3606-77-62	04/15/2022	04/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		7362-08-62	04/15/2022	04/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED. \$ RETENTION \$
C	☒ 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	90-05749-001 (AOS) 90-05749-002 (MA, WI, HI)	04/15/2022 04/15/2022	04/15/2023 04/15/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance						
CERTIFICATE HOLDER Insight Public Sector, Inc. 2701 E. Insight Way Chandler, AZ 85286				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 <i>Marsh USA Inc.</i>		

ACORD 25 (2016/03)

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NETSYNC

Request for Proposal (RFP) #2022-23-02

Equipment

Form 470, Application No. 230004297

December 21, 2022

10:00 AM

COPY

Submitted to:

City of Weslaco

Purchasing Department
255 South Kansas Avenue
Weslaco, TX 78596
Attn: Homer Rhodes
3 copies, 1 USB

Submitted by:

Netsync Network Solutions

1224 East Jasmine Ave., Ste. B
McAllen, Texas 78501

Account Manager: Eric Rodriguez

P: 956.270.2919

E: proposals@netsync.com

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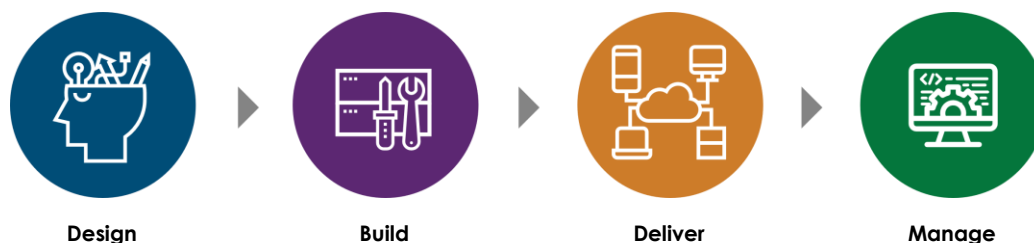
1. Company Overview

About Netsync Network Solutions

Founded in 2002, Netsync is a minority-owned business (MBE), women-owned small business (WOSB), and Texas Historically Underutilized Business (HUB) value-added reseller (VAR), specializing in technology solutions. We originated as a team of select senior technical consultants and built our business primarily through relationships and referrals, a true testament to the quality technology services Netsync provides. An end-to-end IT solutions consulting company, Netsync is based in Houston, TX, with offices across the US. Netsync uses a true business consultative approach to determine clients' requirements and architects innovative and synergistic IT solutions to meet clients' needs. Our highly skilled and seasoned engineering team is available 24 hours a day, 7 days a week, 365 days a year.



Netsync helps public and private organizations implement complex IT strategies build on advanced technology solutions to achieve desired business outcomes. Our team of solution experts brings tangible business value through our progressive Design, Build, Deliver, and Manage services methodology. Netsync ensures each part of our clients' infrastructure is architected, implemented, and supported to provide the best business value from their infrastructure.



As a Cisco Gold Integrator, Master Collaboration, Master Networking, Master Security, Master Service Provider, and Customer Experience (CX) Partner; an HP Amplify Power Services Partner; a Dell Gold Partner; and an Intel Platinum Partner; and holding certifications and specializations from many of the industry's top best-of-breed manufacturers, Netsync has built its reputation serving the public sector/SLED market. We have extensive experience deploying complex IT solutions for K-12 and higher education institutions, municipalities, and government agencies. Netsync also completes enterprise and SMB large-scale implementations for corporate clients across a diverse array of industries, including financial services, energy, healthcare, retail, manufacturing, and service provider.

Netsync Offices

Texas

Houston (HQ)
Houston Warehouse
Austin
Dallas

Dallas Warehouse
McAllen

San Antonio
San Antonio Warehouse

Arizona

Tempe

Georgia

Alpharetta

California

Long Beach

Florida

Miami
Tampa

Illinois

Chicago

Texas Department of Information Resources (DIR) Contract Information

Netsync is currently a prime vendor of the Texas Department of Information Resources (DIR), which provides statewide leadership and oversight for management of government information and communications technology. Netsync has been awarded and currently holds master contracts with DIR. DIR contracts extend beyond Texas and offer cooperative access to Texas DIR contracts.

Prime Contracts

Cloud Services	Data Storage & Communications, Networking, & Related Services	Security (ITS) Hardware, Software, & Related Services	Tech.-Based Recording Equip., Software, Conf. Products, & Related Services
DIR-TSO-4273	DIR-CPO-4430	DIR-TSO-4169	DIR-TSO-3871

Authorized Reseller Contracts

Anixter	Brother Int'l.	Carahsoft		Cisco Systems	Dell
DIR-TSO-4247	DIR-CPO-4410	DIR-TSO-4288; DIR-TSO-3926 DIR-CPO-4444; DIR-TSO-4356		DIR-TSO-4167	DIR-TSO-3763
EMC	Epson	Graybar	HP Enterprise	HP Inc.	Lenovo
DIR-TSO-4299	DIR-TSO-3858	DIR-TSO-4359	DIR-TSO-4160	DIR-TSO-4159	DIR-TSO-3808
Lenovo Global	Microsoft	NetApp	OKI Data	Pure Storage	Synnex
DIR-TSO-4119	DIR-CPO-4471	DIR-TSO-4286 DIR-CPO-4432	DIR-CPO-4413	DIR-TSO-4331	DIR-TSO-4075 DIR-TSO-4383 DIR-TSO-3897



Additional Contract Information

Prime SEWP Contract

Netsync
NNG15SC76B

Prime GSA Contract

Netsync
47QTCA19D00KL



Authorized Reseller – GSA Contracts

NetApp/Immux Group
GS-35F-0511T

Promark Technology
GS-35F-303DA

Hanwah Techwin America
GS-07F-0200W
Westcon Comstor Americas
(Synnex)
GS-35F-0563U

Synnex

47QTCA19D00MM

Tech Data

GS-35F-0349S

Prime CMAS Contract

State of California
CMAS 3-19-70-3677A, CMAS 3-19-70-3677B, CMAS 3-20-70-3677C



Authorized Reseller – Additional Contracts

Carahsoft
The Quilt – MSA05022106F
California NVP #AR2472 7-17-70-40-05

Cisco Systems
California NVP #AR233 (14-19)

Cisco Systems
Florida NVP #AR233 (14-19)

Cisco Systems
Florida NVP #AR233 (14-19) Palm Beach County

Cisco Systems
Florida NVP #AR233 (14-19) Volusia County Schools



HP Inc.
California NVP
#MNNVP-133
7-15-70-34-001

Immux Group
Oklahoma ITSW1006

Ingram Micro
Citrix CSP 751649

NetApp/Immux Group
Missouri NVP
MNNVP-121

International Organization for Standardization (ISO) Certifications



National Minority Supplier Development Council (NMSDC) Certification

THIS CERTIFIES THAT

Netsync Network Solutions, Inc.



* Nationally certified by the: **HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL**

* NAICS Code(s): 541519; 541512; 517911; 334111; 334118; 334290; 423430; 423440; 334210; 334220

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

04/12/2022
Issued Date

05/31/2023
Expiration Date

HS04678
Certificate Number


Ying McGuire
 NMSDC CEO and President


Ingrid M. Robinson, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify. Develop. Connect. Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Texas Historically Underutilized Business (HUB) Certification

Texas Historically Underutilized Business (HUB) Certificate


Statewide Historically Underutilized Business Program

Certificate/VID Number: **1320030329800**
 Approval Date: **September 16, 2021**
 Scheduled Expiration Date: **September 16, 2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

Netsync Network Solutions, Inc.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **September 16, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/passcmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

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Cisco Certifications

Certifications

Gold Integrator
Master Collaboration Partner
Master Networking Partner
Master Security Partner
Master Service Provider

Specializations

Advanced Collaboration Architecture
Advanced Data Center Architecture
Advanced Enterprise Networks Architecture
Advanced Internet of Things (IoT) – Connected Safety and Security
Advanced Security Architecture
Advanced Video
Customer Experience (CX)

Cloud Partner

SaaS Simple Resale

Services Reseller

Cloud Services
Managed Services

Other Authorizations

ATP – Identity Services Engine (ISE)
ATP – Physical Security
ATP – Telehealth
ATP – Enterprise Mobility Services Platform
ATP – Application Centric Infrastructure (ACI)
Cisco Capital Financing
Cisco Certified Refurbished Equipment
Security Enterprise Licensing Agreement
Smart Care Registered Partner

HQ Address

2500 West Loop South
Suite 410
Houston, TX 77027

Phone Number

713.218.5000

Fax

713.664.9964

Country

USA

Partner Since

2003

URL

www.netsync.com



Netsync Capabilities

Netsync is dedicated to building a culture of teamwork, collaboration, and longevity; and dedicates significant effort into the continuous training of all business, technical, and operational resources. Netsync has recognized that blended training is becoming increasingly popular, and as a company, we have seen an increase in knowledge through blended training. Blended training is the effective combination of online learning, classroom learning, and on-the-job training. Other benefits include:

- Improved employee performance.
- Improved employee satisfaction and morale.
- Improved areas of weakness.
- Increased productivity, and adherence to quality standards.
- Increased innovation in new strategies. This is crucial to keeping engineering resources challenged and fulfilled.
- Reduced employee turnover.

Certifications

Netsync engineers hold over 700 Cisco certifications, including:

- CCNA – qty. 134.
- CCNP – qty. 87.
- CCIE – qty. 61.
- CCDE – qty. 3.

Netsync engineers hold additional industry standard certifications, including:

- CWNE – qty. 2.
- CWDP – qty. 4.
- CWSP – qty. 3.
- CWAP – qty. 3.
- CWNA – qty. 5.
- CMNP Meraki Master – qty. 3.
- CMNA – qty. 32.
- RCDD – qty. 1.
- CEH – qty. 2.
- CND – qty. 1.
- ITIL – qty. 4.

Netsync maintains numerous additional certifications within our preferred partners, including but not limited to:

- Deployment Consultants – qty. 57.
- Project Managers – qty. 23.
- Skilled Technicians – qty. 60.

2. E-Rate Business Management



E-Rate South/West Texas

Netsync is an experienced E-Rate participant working within the parameters of the E-Rate, USAC, and SL programs, enhancing the learning experience for millions of students. Netsync supports these South Texas regional districts with hardware, software, on-site services and remote managed services.

Netsync supports
41 school districts
in South Texas
and more than **207**
school districts
nationwide with over
\$840 million awarded

South/West Texas

Bishop CISD	La Feria ISD	Rio Grande City CISD
Brownsville Public Library	La Gloria ISD	Roma ISD
Calallen ISD	La Joya ISD	San Benito CISD
Corpus Christi ISD	Laredo ISD	Santa Gertrudis ISD
Donna ISD	Laredo Public Library	Sharyland ISD
Dr. ML Garza-Gonzalez Charter School	Los Fresnos CISD	Socorro ISD
El Paso ISD	McAllen ISD	South Plains Academy Charter District
Freer ISD	Mercedes ISD	United ISD
Gateway Academy Charter School	Mid Valley Academy	Valley View ISD
Harlingen CISD	Mission CISD	Vanguard Academy
Hidalgo ISD	ORION E-Rate Consortium	Weslaco ISD
IDEA Public Schools	Pharr-San Juan-Alamo ISD	Ysleta ISD
Jim Hogg CISD	Point Isabel ISD	Zapata County ISD
	Region 2 Fiber Consortium	

With more than **20 years** of E-Rate experience, Netsync has become the **largest provider in the state of Texas** supporting more than **65% of all SLED** business. With eight offices and three regional warehouse integration centers, Netsync is growing support in these additional districts throughout Texas and across the country.

REGION	DISTRICTS
Greater Houston	37
Central Texas	36
North Texas	62
South/West Texas	41
California	12
Florida	12
Illinois	2
Ohio	1
Louisiana	1
Mississippi	1
New Mexico	2

E-Rate Compliance

Netsync has a current Federal Communications Commission (FCC) Form 473, Service Provider Annual Certification (SPAC) on file with USAC/SLD. Netsync's FCC Registration Number (FRN) is 0022034144. Netsync's Service Provider Identification Number (SPIN) is 143028685. In addition, Netsync has a relationship in good standing with FCC/USAC/SLD and agrees to comply with all E-Rate program rules.

FRN Status

FRN	FRN Name	Red Light Status
0022034144	Netsync Network Solutions	Green Light

Proof of SPAC/SPIN

SPIN 	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143028685	Netsync Network Solutions		Khalid Abunaja	2500 West Loop South Suite 510 Houston TX 77027	713218-5000	Y	2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022

3. Professional Services Contact Profiles

Eric Rodriguez

Account Manager

1224 E. Jasmine Ave., Suite B

McAllen, TX 78501

O: 713.218.5000 | M: 956.270.2919 | F: 713.664.9964

E: erodriguez2@netsync.com

As an Account Manager for Netsync, Eric Rodriguez acts as the main point of contact for services by obtaining quotes and schematics for presentations and providing project coordination for each client. Eric has full access to all staff assigned to his clients, including deployment technicians, directorial staff, and accounting and purchasing representatives. Eric is authorized to coordinate with Netsync and manufacturer staff to ensure each project assigned is completed on time and within budget.

Eric holds a Master's Degree in Business Administration from Capella University. As an Account Manager, he frequently coordinates Netsync's marketing events for the South Texas area. Eric is responsible for managing multiple, complex accounts and takes part in all aspects of clients' long-term projects. He is responsible for securing many of the contracts that Netsync holds with independent school districts and state and local government entities in the South Texas area and has been with Netsync for one year. Holding over 30 active accounts with most of his clients engaged in long-term commitments, Eric also holds state and local contracts that service multiple agencies, facilities, and individual entities.

Certifications
• Certified Information Systems Security Professional (CISSP), ISC²

Edward Padron
Solutions Architect

Edward Padron, Solutions Architect, has a strong record of success in networked applications, including routing/switching, wireless, next-generation firewalls (NGFWs), Intrusion Prevention System (IPS)/Intrusion Detection System (IDS), physical security/surveillance, Cisco TelePresence, video streaming, and digital signage. Ed has over 15 years of experience designing, installing, and aiding clients in planning for the future growth of secure and resilient networked applications. Ed offers a background of client advocacy and client consultation skills, allowing him to excel in integration of various technologies from varying manufacturers to provide the best possible solutions to clients.

Ed has an impressive professional history of route/switch, wireless, voice, network security, and video application solutions in large public school districts, quasi-governmental entities, and other public sector clients; his typical projects serve 20,000 end users. As a Senior Engineer and Project Manager, he was responsible for many projects ranging from upgrading enterprise/security/wireless networks to implementing physical security and video infrastructure installations to support large user environments and deliver scalable and reliable solutions.

Areas of Expertise

Infrastructure Services		
• Cisco IOS and NX-OS Route and Switch • Cisco/Meraki Catalyst Wired and Wireless Solutions • Ekahau for Indoor/Outdoor Wireless Assessments	• SIP, H.323 Audio and Video Transport • Streaming Protocols and Storage • Multicast, Unicast, and Progressive Download Video Technologies	• Network Security Solutions • Store-It-Forward Digital Signage • Store-It-Forward Telemedicine • Physical Security Solutions
Application Services		
• Cisco DNA • Cisco Video Solutions Operations Manager • VDI and Provisioning Services	• TelePresence Server • TelePresence Management Suite • Collaboration – Core • Collaboration – Edge	• TelePresence Content Server • Wowza Streaming Servers • Vbrick Video Enterprise Media System
Security Services		
• Media Transport Encryption • User Access Control Systems	• Video/Digital Signage Application Security Best Practices • TLS Verification and Kerberos User Authentication	• Endpoint Security • IDS/IPS Security Solutions

Project Experience Highlights

- Designed and implemented complete network and wireless upgrades for various school districts with student counts of 10,000-plus.
- Implemented and maintained a 2,000-plus security camera solution for a client, which included configuration of over 30 sites and over 50 storage servers.
- Designed and implemented the installation of a complete video distribution solution that was used to distribute video to over 25 sites, and allowed for live streaming of live video and recording of events.
- Executed infrastructure to support video-conferencing solution for client with over 40 sites and 150 endpoints. This solution allowed for internal video conferencing and secure external connectivity used for distance learning and virtual classrooms.

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4. Technical Response

City of Weslaco ("Client"), headquartered in Weslaco, TX requested that Netsync Network Solutions ("Netsync") submit a statement of work (SOW) outlining Client's upcoming E-Rate Equipment Services (Internal Connections) project in response to the request for proposal (RFP) number 2022-23-02 Equipment and FCC Form 470, application number 230004297.

The purpose of this project is to provide, install, and configure new network and wireless hardware for the Client's Library. Two options have been provided which are mutually exclusive:

- Option 1 – Cisco/Meraki hardware with Cisco Optics and additional hardware and cabling
- Option 2 – Cisco/Meraki hardware with ENet Optics and additional hardware and cabling

Project Objectives

- Configure and deploy Cisco distribution and access switches listed in [Appendix](#)
- Configure and deploy Cisco Meraki indoor wireless access points (APs) listed in [Appendix](#)
- Install APC Netshelter cabinets as listed in [Appendix](#)
- Install Eaton uninterruptible power supply (UPS) units as listed in [Appendix](#)
- Install cabling services as requested
- Perform testing and validation of successful implementation
- Provide up to four hours of Day 1 support

Exceptions, Clarifications and Assumptions

The primary focus of this section is to provide any exceptions Netsync took to the original Form 470 and requested updated quantities, as well as clarifications around our proposal. This section will also outline any assumptions Netsync made while creating the design.

Netsync has responded to the bid with pricing based on the information provided in the Form 470 and addendum. Please pay special attention to the exceptions and clarifications outlined below. Also note that the project counts per location are outlined in a table within [Appendix](#) at the end of this SOW:

- If awarded, then Netsync will require a review of the design and [bill of material \(BOM\)](#) in detail with Client to verify that all of the components selected meet the project requirements. This will help ensure the equipment list and quantities support the best possible design.
- Netsync will work with Client to make sure all assumptions, exceptions, and clarifications listed below and determined during discovery are accepted and agreed upon before final pricing.
- Netsync provided pricing for the specific quantities requested in Form 470.
- Multiple outages may occur due to the nature of this project; however, they will all occur at scheduled and approved times.
- Netsync is not responsible for project delays caused by other vendors and/or manufacturing issues that may impede progress of Netsync deliverables.
- Netsync is not responsible for configuration changes on any equipment not specifically stated in the SOW.
- Netsync assumes Client will provide:
 - Conduit work, conduit, molding, and conduit between firewalls or buildings.
 - Ladders for installation of APs.
 - Plywood boards and/or paint work.
 - Building entrance terminators.
 - Fire-stop systems for electrical penetrations.
 - Patching/cutting on existing surfaces (concrete/asphalt).
 - Concrete work.
 - Replace ceiling tiles that become damaged while this installation is being performed.
 - Cable trays in corridors.

Considerations

- Netsync has designed the number of stacks in each intermediate distribution frame (IDF) based solely on the requested hardware in the RFP. The layout of the racks and rack space may require the number of stacks in the design to be modified. If more stacks are needed due to physical layout requirements, then more optics will need to be added to the design and the number of ports used in the campus core will need to be verified. If awarded, Netsync will work with Client to determine the actual number of stacks required in each IDF before finalizing the BOM.
- Netsync has designed new switch stacks so that all stack members are physically stacked one on top of the other and no rack space is left between the stack members. If rack unit (RU) spaces between stack members are needed, then more stacking cables will need to be added to the design to allow for stack circuit closing. If awarded, then Netsync will work with Client to determine if extra stacking cables are needed per IDF before finalizing the BOM.

Wireless Implementation

- The wireless placement design was not created by Netsync; therefore, Netsync is not responsible for any design-related issues and cannot guarantee coverage in all desired areas. For the ideal design and coverage, Netsync recommends performing a wireless site survey before implementation to create the ideal placement design.
- The request did not specify the location-specific mounting requirements. An internal antenna AP is typically mounted horizontally on a ceiling grid at approximately 10 feet. For any AP that cannot be mounted in the typical format, there may be a more ideal model of AP, antenna, or additional mounting hardware required.
- If awarded, Netsync would like to review all placement locations with Client and provide recommendations to help ensure the models purchased support the best possible design. It is Client's responsibility to notify Netsync before ordering if any locations exist where APs cannot be mounted in a typical format.
- After wireless LAN (WLAN) system turn-up, there will be a period of radio frequency (RF) self-tuning. During this time, Client should expect inconsistent and sporadic coverage, performance, and client connectivity. The expected duration of this self-tuning period should be three to five business days.

Project Scope and Phases

Discovery

Kickoff Meeting

1. Netsync will conduct a kickoff meeting:
 - a. Identify and introduce key stakeholders, who will participate in developing the definition of requirements for success.
 - b. Identify project goals, success criteria, and timeline, including but not limited to:
 - i. Review SOW.
 - ii. Confirm contacts needed to gain entry and perform work in the buildings.
 - iii. Confirm any holidays or "non-working" hours for the installation.
 - iv. Confirm any Client-required change control processes and any potential impacts that these processes may have on the installation schedule.
 - v. Schedule technical discovery meeting(s).
 - vi. Review and discuss invoicing preferences and applicable billing milestones.
2. Netsync and Client will determine locations for the following situations:
 - a. Location(s) where new equipment will be stored upon arrival to Client location.
 - b. Trash removal.
3. Netsync will remove all trash and debris as a result of deployment tasks.

Planning

Technical Requirements and Design Meeting(s)

1. Client will provide Netsync:
 - a. Current schemes, network diagrams, and configurations relevant to the project details.
 - b. Configuration details for existing wireless network.
2. Netsync will perform an objective review of the existing LAN environment in terms of current functionality and implementation.
3. Netsync will determine a test plan with Client. Client will need to provide Netsync with a list of applications that should be tested before and after cutover. To include but not limited to the following:
 - a. Test-case procedures.
 - b. Test-case expected results and pass/fail criteria.
 - c. Test-case tool requirements (if applicable).
 - d. Success criteria to validate the LAN implementation including requirements for stability, availability, and performance.
 - e. Device specific templates or configurations.
 - f. Acceptance test criteria, test cases, and test procedures.
 - g. Hardware and software components required for testing.
 - h. Failure recovery procedures.
4. Netsync will review the finalized implementation plan with Client before beginning implementation, including but not limited to:
 - a. Review and finalize all implementation scenarios based on the input from Client's solution, security, operations, and application teams.
 - b. Detailed systematic procedures for solution implementation.
 - c. Recommended implementation sequence and scheduling as per the timeline for the proposed implementation.
 - d. Rollback procedures.
 - e. Configurations for the relevant solution.
5. Client will provide Netsync:
 - a. Current IP addressing schemes, network diagrams, and configurations relevant to the project details.
 - b. Wireless AP placement diagrams notating clearly:
 - i. New AP placement locations.
 - ii. Location of existing APs to be removed.
 - c. Any necessary floor plans to be used for placement maps within the Meraki Dashboard.
 - d. Configuration details for existing wireless network.
6. Netsync will review existing Client-provided IP addressing, network diagrams, and configurations looking for opportunities to increase functionality, security, and manageability.

7. Netsync will work with Client to review the core and LAN configuration, including but not limited to:
- a. Understand and implement Client's current IP addressing scheme.
 - b. Review switch naming convention.
 - c. Create a virtual LAN (VLAN) plan with a minimum of one VLAN and up to a maximum of five VLANs.
 - d. Determine Quality and Class of Service (QoS/CoS) configurations necessary to support multiple classes of traffic and queue prioritization based on documented best practices.
 - e. Discuss configuration options for both Layer 2 and Layer 3 to increase network reliability and performance.
 - f. System management:
 - i. Integrate with existing authentication, authorization, and accounting (AAA) systems, if available (RADIUS, TACACS, etc.).
 - ii. Remote management options (SSH, Telnet, etc.).
 - g. System monitoring:
 - i. Simple Network Management Protocol (SNMP) configurations, community strings, and passwords for all devices.
 - ii. Syslog server settings.

Note: Netsync will configure the switches to match Client's current configuration. A network redesign and/or configuration changes are outside the scope of this project.

8. Netsync will perform an objective review of the existing WLAN environment in terms of current functionality and implementation.
9. Netsync will work with Client to review wireless configuration, as related to industry best practices, and security capabilities of the new equipment, including but not limited to:
- a. Understand and implement Client's current IP addressing scheme.
 - b. Review wireless AP naming convention.
 - c. AP configuration (service set identifiers [SSIDs], VLANs, security, RF settings, etc.).
 - d. Type of client devices, 802.11a/b/g/n/ac/ax, voice/data support, capacity requirements, performance requirements, accessibility/reliability requirements, infrastructure management, and client management.
 - e. Security design pertaining to applicable wireless protocols and applications.

Note: Netsync will configure wireless to match Client's current configuration. A wireless redesign and/or configuration changes are outside the scope of this project.

10. Netsync will work with Client to review the desired placement locations of the requested APs.

Note: The desired AP placement has been previously completed by Client. Therefore, RF design is not required or included as part of this SOW.

11. Netsync will perform a site walkthrough of each Client location at least one week before deployment to:
- a. Evaluate rack space, switch connectivity, and power availability.
 - b. Verify final plan for migration and port counts on all devices to be connected.
 - c. Review and verify the placement locations for the new APs.

- d. Perform an in-depth survey to locate all existing APs.
12. Netsync will review the [BOM](#) provided as part of the proposal with the findings from the site surveys to verify any quantity changes.
Note: Any additions to the design will be priced using the unit pricing provided.
13. Netsync will determine a test plan with Client. Client will need to provide Netsync with a list of applications that should be tested before and after cutover.
14. Netsync will document all findings, recommendations, and implementation details, including AP placement maps and network diagrams.
15. Netsync will review the finalized implementation plan with Client before beginning implementation.

Equipment Receipt, Staging, and Delivery

1. Netsync will receive equipment in its own facility, unbox equipment, install configurations and test for any anomalies, replace any equipment that does not burn in correctly, notify Client of any additional needs that are discovered during the burn-in process, and prepare equipment for delivery to each respective location.
2. Netsync will tag each device with a Client asset tag and add to an inventory spreadsheet.
3. Netsync will provide inside-delivery of equipment to each respective location. Netsync may choose to deliver the equipment before installation (no more than three weeks in advance) or bring the equipment at the time of installation. Netsync will not deliver any equipment without prior written approval from Client. If Client chooses to pre-deliver the equipment, then it will provide a secured location for storage until installation.
4. This location must be accessible to Netsync employees for staging and configuration needs.
Note: Staging excludes any UPS devices, batteries, and IP-related information. If applicable, Netsync will complete UPS deployment on site at Client installation location(s).

Implementation

Note: Implementation will begin only after Discovery and Planning are 100% complete.

Distribution and Access Switches

1. Netsync will install and configure the 24-port distribution switches listed in [Appendix](#) into required racks or area designated by Client.
2. Netsync will install and configure the 48-port access switches listed in [Appendix](#) into required racks or area designated by Client, including:
 - a. Patch-in drops and fiber.
 - b. Configure switches based on configuration standards in the technical discovery phase.
4. Netsync will decommission existing switches:
 - a. Uninstall existing switches determined during Planning.
 - b. Provide an inventory of equipment removed in a data file.
 - c. Box the older equipment and label boxes clearly to note included contents.
 - d. Deliver boxes to a centralized location at Client.

Uninterruptible Power Supply (UPS)

1. Netsync will install UPS devices into existing equipment racks and secure to rack using two-post rack mount kits.
Note: Client will be responsible for providing the correct power outlets in each network closet to power UPS devices.
2. Netsync will configure UPS devices, including:
 - a. Connect network devices to UPS.
 - b. Install network management card.
 - c. IP address for management.
 - d. Test and validate each UPS for proper functionality.
3. Netsync will install rack mounted peripherals as requested in RFP.
 - a. Rack Mounted PDU.
 - b. Lockable Rack Drawer.

Wireless

Meraki Wireless Dashboard

1. Netsync will configure the Meraki Dashboard to include:
 - a. Work with Client to either set up an account or login to existing Meraki Dashboard account.
 - b. Add all new devices to the Meraki Dashboard.
 - c. Set up "Network"(s) for APs.
 - d. Create up to four service set identifiers (SSIDs).
 - e. Configure security parameters.
 - f. Configure Active Directory (AD) authentication.
 - g. Configure firewall and traffic-shaping rules per SSID.
 - h. Enable Bonjour forwarding for Apple TVs, if required.
2. Netsync will perform testing:
 - a. Functionality of management web graphical user interface (GUI).
 - b. Connectivity to RADIUS back end.
 - c. Validate any other testing steps determined during Planning.

Access Point (AP)

1. Netsync will install and configure new Meraki wireless APs to include:
 - a. Mount APs per AP placement maps.
 - b. Label each AP based on placement location and include placement details in the inventory spreadsheet.
 - c. Verify APs are registered to the Meraki Dashboard.
2. Netsync will decommission Client-designated legacy APs:
 - a. Uninstall existing APs determined during Planning.

- b. Provide an inventory of equipment removed in a data file.
 - c. Box the older equipment and label boxes clearly to note included contents.
 - d. Deliver boxes to a centralized location.
3. Netsync will upload building floor plans into the Meraki Dashboard and label per Client's naming convention and accurately scale each floor plan.
4. Netsync will place site-specific APs in appropriate locations on each building floor plan.
5. Netsync will perform testing:
 - a. Client connectivity to Client-designated configured SSID determined in technical discovery.
 - b. Radio up/down state of all deployed APs.
 - c. Validate any other testing steps determined during Planning.
 - d. Collect approved and accurate floor plans for each building.

Network Cabling

1. Netsync will provide cabling services to provide work as described in the [Appendix](#) of this document:
 - a. 288 Network drops with material and labor as requested and discussed during walk through.
2. Netsync will provide project management for all cabling work provided as part of this project and listed in the [Appendix](#).
3. Netsync will install Category 6, materials needed for these as requested in the RFP:
 - a. Provide testing and certification for all newly run cables.

Knowledge Transfer

1. Netsync will provide two hours of knowledge transfer for up to five Client attendees. Before the project start, Netsync will work with Client to define the specific location, the schedule, and any additional topics for the knowledge transfer session(s). The following topics will be covered:
 - a. Features of products and technologies as deployed in the solution.
 - b. Review of the as-built documentation to familiarize Client with the overall solution and key configuration details.
 - c. Basic administration and common operational tasks.
 - d. Reinstallation and/or reconfiguration in case of failure.
 - e. Monitoring, testing, and maintaining the products deployed in the solution.
 - f. Warranty and support procedures for all products deployed in the solution.
 - g. Additional Client questions or topic requests.
2. If it is determined that the duration of knowledge transfer requested by Client will exceed the hours stated above, then Netsync can provide supplementary session(s) at an additional hourly rate.

Note: Knowledge transfer is intended to provide familiarity and conceptual understanding of the specific technologies deployed within this SOW. It is not intended to be comprehensive technical training. The

included session(s) may not provide Client all of the necessary knowledge and skills to fully manage, monitor, and maintain the solution. Netsync recommends formal training from the solution vendor(s) to address those needs.

Project Prerequisites

1. Client will fulfill cabling requirements, if applicable. (Netsync will coordinate.)
2. Client will provide Netsync all necessary hardware and information on current environment.
3. Client will provide Netsync local and remote administrative credentials (root access) to all equipment to be accessed during the process of this SOW.
4. Client will make available authorized personnel during the project with a working knowledge of existing network infrastructure for facility access, questions, and clarification of issues.
5. Client will provide Netsync access to all work locations, along with safety, access, security, and emergency protocols.
6. Client will obtain all necessary work permits.
7. Client will provide a work area for Netsync to use, as needed, during on-site activities to include internet and public phone access.
8. Client will provide parking passes and adequate parking for the Netsync project team.
9. Client will comply with all physical and environmental requirements per vendor specifications.
10. Netsync will adhere to Client's safety standards and promote safety culture among the ranks throughout the project.
11. Client is responsible for fulfilling all construction, cabling (electrical, Ethernet, and fiber), and power requirements, not requested in this RFP, for newly installed APs. Netsync will oversee and coordinate this work. The installation of structured cabling, power facilities, and rack installation to support the deployment of the new wireless solution, unless otherwise specified, is not covered under this SOW and is the responsibility of Client.
12. Client will provide Netsync with accurate, scaled electronic floor plans of each facility to be surveyed in an AutoCAD, .jpg, .pdf, or .png format.
13. Client will provide Netsync the best possible information related to building construction, available mechanical rooms, location of equipment, etc.
14. Client will provide VPN tunnel access and security credentials for secure remote access to support device configuration, system testing, and ongoing support services throughout the deployment.
15. Client will coordinate facility access with all necessary parties and governing bodies and provide Netsync a facility escort throughout the duration of this project.

Project Management

Netsync approaches all projects using standard Project Management Institute (PMI) methodologies and processes. Once a Project Manager (PM) is assigned, a project kickoff conference call or meeting will be held with Client, the PM, the Account Manager (AM), and assigned resource(s) to ensure each party is in alignment with all aspects of this SOW. The PM will also perform the following project management activities throughout the engagement to ensure Client expectations are consistently met and the project is delivered on time and within the established budget:

- Create the Project Plan.
- Ensure that accurate and timely status updates, action items, and scheduled tasks are received by the assigned resource(s) and uploaded as entries to Client's applicable Netsync SAVANT project portal. The PM will ensure status information clearly reaches Client to also include supplemental budget and milestone updates.
- Manage the Notes-Status-Issues Log portal web part and ensure timely updates.
- Lead recurring project status meetings with Client and the Netsync project team to communicate overall progress.
- Oversee a quality assurance review of documentation-based deliverables before providing to Client.

Project Updates

- Client will receive email alerts indicating an update has been made to the Notes-Status-Issues Log portal web part for the following communication entry types:
 - Meeting Notes.
 - Engineering Status Update(s).
 - Issue Tracking.
- If Client wishes not to use the Netsync SAVANT project portal, then Client has the option to request direct email correspondence from the Netsync PM for all communication and updates.

Project Scope Change Requests

Netsync is fully committed to completing this project on time and within the established budget. All scope changes and out-of-scope (OOS) requests must be clearly communicated to the AM or PM before those changes or requests are acted on or performed by the assigned resource(s). The following outlines the scope change or OOS request procedure:

1. Client will notify the AM or PM regarding the requested move, add, or change.
2. The PM will submit a Change Request (CR).
3. The assigned Netsync Lead Engineer will verify the technical accuracy of the CR.
4. The PM will submit the CR to Client for subsequent approval and sign-off.
5. Client will return a signed copy of the CR to either the AM or PM.

All other terms within the original SOW, in addition to the signed CR, will remain intact.

Project Documentation

Netsync will provide Client the following documentation:

Included (Yes/No)	Document Type	Owner	Description	Frequency
Project Management Documentation				
No	Microsoft Project Plan	PM and Senior Lead Engineer	Task list and timeline of project work activities and scoped deliverables; may or may not require a formal Gantt chart	Once
Yes	Status Entry	PM and Senior Lead Engineer	Summary of technical accomplished, outstanding, and planned activities	Log entry, as needed
Yes	Issues Log Entry	PM and Senior Lead Engineer	List of tracking issues, action items, reminders, or questions	Log entry, as needed
Yes	Meeting Notes Entry	PM	Recap directly following a meeting outlining status, issues, and events discussed	Log entry, as needed
Closeout Documentation				
Yes	As-Built	Engineer	Post-implementation technical documentation of new configuration(s) and applicable support information	Once

High-Level Design (HLD)

Based on presales discussions, preliminary walkthroughs, and data gathering sessions, an HLD is included within this document. The purpose of the HLD is to present and illustrate the overall solution from an industry best-practice and conceptual level. The HLD is subject to change.

Low-Level Design (LLD)

The LLD will replace all existing HLDs upon receipt of a purchase order and subsequent full walkthroughs and formal post-sales planning and design sessions. The LLD will be a fully executed document agreed to by both parties before implementation begins.

Deliverables Acceptance

Client will acknowledge receipt and acceptance or rejection of all deliverables associated with this SOW within 10 business days of delivery (not including federal holidays). If such acknowledgement is not received within this period, then all deliverables will be deemed acknowledged and accepted.

Project Risks and Assumptions

1. Client will participate in all design and planning sessions and be prepared to sign off on all milestones.
2. Client will provide Netsync with full access to the relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of services.
3. If applicable, Netsync will secure access points (APs) with plastic cable zip ties placed through the mounting bracket, unless Client declines this service in writing via email.
4. Multiple outages may occur due to the nature of this project; however, they will all occur at scheduled and approved times.
5. Client delays to provide Netsync the necessary data to accomplish each task may result in timeline changes.
6. Netsync is not responsible for project delays caused by other vendors and/or manufacturing issues that may impede progress and/or closure of Netsync SOW deliverables.
7. This SOW assumes that the engagement will be a mixture of on-site and remote work to drive efficiency. If Client requires a 100% on-site engagement, then Client must notify Netsync before agreeing to this SOW.
8. If Client requires a copy of Netsync's standard Certificate of Insurance (COI) with Client-added endorsements, then it should allow up to 10 business days for delivery.
9. Netsync is not responsible for the functionality of Client-provided existing equipment or licenses, and assumes that existing equipment and software is under a valid support contract.
10. Anything not specifically stated in this document is outside the scope of this SOW.

Service Level Agreement

Hours of Operation

- Standard hours of operation are **8:00 AM to 5:00 PM local time Monday through Friday**. Netsync understands that due to the nature of the industry and work performed, after-hours and weekend availability are often required. In the event Netsync resources are required to perform work outside of the standard hours of operation, agreed-upon work windows will be discussed and subsequently documented via email. A Client project stakeholder or technical contact must be either on location or on call during the agreed-upon after-hours and/or weekend work window(s).

Pricing and Fees

Fee Type

Fixed Price: The proposed hours are fixed. Additional hours required for in-scope work will not be invoiced, unless OOS work is required.

Invoicing Type

Invoice terms are based on credit approval.

Unless specifically noted in the master services agreement (MSA) between Client and Netsync, if applicable, Netsync will use the following invoicing type:

- **Milestone Invoicing** – A portion of the project will be invoiced based on achieving the following milestones in the project plan (see milestone table below); the PM will work with Client, the AM, and Accounting for appropriate invoicing.

Netsync will send Client invoice(s) on Net 30 terms for all applicable hardware, supplemental material, and licenses immediately after delivery and receipt of signed packing/delivery slips.

Project Milestones

This price is based on work taking place during standard hours of operations, **8:00 AM to 5:00 PM local time Monday through Friday**. Additional charges may be incurred for efforts that must be performed outside of this time frame.

Milestone	Percent Billed (%)*
Discovery and Planning	25%
Low-Level Design (LLD)	25%
Implementation	25%
Project Closure/Final Deliverables	25%
Total	100%

*See Netsync quote for project cost.

Appendix

Bill of Materials (BOM)

Option 1: Cisco Meraki with Cisco Optics (As Requested)

Part	Description	Duration	Qty.
Distribution Switch			
C9500-24Y4C-EDU	Catalyst 9500 24x1/10/25G and 4-port 40/100G, K12		1
C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan		2
C9500-NW-A	C9500 Network Stack, Advantage		1
SC9500HUK9-176	Cisco Catalyst 9500H XE.17.6 UNIVERSAL		1
C9K-F1-SSD-240G	Cisco pluggable SSD storage		1
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling		1
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling		1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America		2
C9500-DNA-24Y4C-A	C9500 DNA Advantage, Term License		1
C9500-DNA-L-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	36	1
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic		3
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	36	3
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		1
Optics and TwinAx			
SFP-H25G-CU3M=	25GBASE-CU SFP28 Cable 3 Meter		1
SFP-10/25G-LR-S=	10/25GBASE-LR SFP28 Module		6
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class		2
Access Switches			
C9300-48U-EDU	Catalyst 9300 48-port UPOE, K12		7
C9300-NW-A-48	C9300 Network Advantage, 48-port license		7
SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL		7
PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply		7
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply		7
CAB-TA-NA	North America AC Type A Power Cable		14
C9300-SSD-NONE	No SSD Card Selected		7
STACK-T1-50CM	50CM Type 1 Stacking Cable		7
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM		7
TE-C9K-SW	TE agent for IOSXE on C9K		7
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses		7
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	36	7
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic		7
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	36	7
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches		7
D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	36	7
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded		7
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	36	7

Part	Description	Duration	Qty.
C9300-NM-2Y	Catalyst 9300 2 x 25GE Network Module		7
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		7
Access Points and Licensing			
CW9166I-MR	Catalyst 9166I AP (W6E, tri-band 4x4) w/MERAKI		12
LIC-ENT-1YR	Meraki MR Enterprise License, 1YR		12
Network Cabling			
NET-PRO-3RD	Commscope cabling Cat6 infrastructure		1
NET-PRO-3RD	Category 6 cable, blue (Min Commscope) for 288 drops		1
NET-PRO-3RD	Category 6 Jacks		1
NET-PRO-3RD	1 port surface mount box qty 50		1
NET-PRO-3RD	24		1
NET-PRO-3RD	48 port patch panel (Modular) qty 6		1
NET-PRO-3RD	3' patch cable, blue (Generic) qty 100		1
NET-PRO-3RD	5' patch cables,Blue (Generic). Qty 188		1
NET-PRO-3RD	7' patch cable, blue (Generic) qty 288		1
NET-PRO-3RD	2 port faceplate qty 144		1
NET-PRO-3RD	Misc.		1
NET-PRO-3RD	qty 1500 -24 strand Plenum fiber, OM4 MM (50m) 024T88-33190-A3		1
NET-PRO-3RD	Fiber box (2U) CCH-02U qty 3		1
NET-PRO-3RD	Fiber box (4U) CCH-04U qty 1		1
NET-PRO-3RD	12 port LC panels,OM4 (MM) CCH-CP12-E4 qty 6		1
NET-PRO-3RD	SC Connectors (SM) 95-200-99 qty 144		1
NET-PRO-3RD	2 meter fiber jumpers (MM) qty 10		1
NET-PRO-3RD	Total Labor		1
Network Cabinet			
AR3100	NETSHELTER SX 42U 600MMX1070MMD4PST ENCL SIDES BLK CUST PAYS FRT Country of Origin: US Weight: 318.00 Dim Weight: 141,633.22		5
UPS & Peripherals			
9PX6KTF5	9PX 6K UPS W/ 120V XMFR PERP 18X5-20R		1
9PXEBM180RT	9PX 6KVA EBM 180V CPNT Country of Origin: PH Weight: 171.00 Dim Weight: 11,054.11		1
EMA114-10	EPDU MA 36U-C L5-20P 16A 1PHASEPERP 24X5-20R Country of Origin: CN Weight: 15.90 Dim Weight: 5,556.94		2
EMPDT1H1C2	ENVIRN MONITORING PROBE GEN2 PERP		1

Part	Description	Duration	Qty.
	Country of Origin: CN Weight: 0.30 Dim Weight: 40.50		
9PX3000RT	9PX 3000 120V RT 2U L5-30P PERP 6X5-20R L5-30R Country of Origin: CN Weight: 97.00 Dim Weight: 6,992.00		3
Labor			
NET-PRO-SRVC	Installation & Deployment per SOW. EN: Route - Switch - UPS – Combined		4
NET-PRO-SRVC	Installation & Deployment per SOW. EN: Wireless Install		4
NET-PRO-SRVC	Installation & Deployment per SOW. EN: Switch Only		4

Option 2: Cisco Meraki with ENet Optics

Part	Description	Duration	Qty.
Distribution Switch			
C9500-24Y4C-EDU	Catalyst 9500 24x1/10/25G and 4-port 40/100G, K12		1
C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan		2
C9500-NW-A	C9500 Network Stack, Advantage		1
SC9500HUK9-176	Cisco Catalyst 9500H XE.17.6 UNIVERSAL		1
C9K-F1-SSD-240G	Cisco pluggable SSD storage		1
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling		1
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling		1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America		2
C9500-DNA-24Y4C-A	C9500 DNA Advantage, Term License		1
C9500-DNA-L-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	36	1
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic		3
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	36	3
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		1
Optics and TwinAx			
SFP-H25G-CU3M-ENC	25GBASE-CU SFP28 Passive Copper Direct-Attach Cable Assembly 3.0m Cisco Compatible TAA Compliant		1
SFP-10/25G-LR-S-ENC	10/25GBASE-LR SFP28 1310nm 10km DOM SMF Duplex LC Commercial Temp Cisco Compatible TAA Compliant		6
SFP-10G-LR-ENC	10GBASE-LR SFP+ 1310nm 10km DOM SMF Duplex LC Cisco Compatible TAA Compliant		2
Access Switches			
C9300-48U-EDU	Catalyst 9300 48-port UPOE, K12		7
C9300-NW-A-48	C9300 Network Advantage, 48-port license		7
SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL		7
PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply		7
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply		7
CAB-TA-NA	North America AC Type A Power Cable		14

Part	Description	Duration	Qty.
C9300-SSD-NONE	No SSD Card Selected		7
STACK-T1-50CM	50CM Type 1 Stacking Cable		7
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM		7
TE-C9K-SW	TE agent for IOSXE on C9K		7
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses		7
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	36	7
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic		7
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	36	7
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches		7
D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	36	7
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded		7
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	36	7
C9300-NM-2Y	Catalyst 9300 2 x 25GE Network Module		7
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment		7
Access Points and Licensing			
CW9166I-MR	Catalyst 9166I AP (W6E, tri-band 4x4) w/MERAKI		12
LIC-ENT-1YR	Meraki MR Enterprise License, 1YR		12
Network Cabling			
NET-PRO-3RD	Commscope cabling Cat6 infrastructure		1
NET-PRO-3RD	Category 6 cable, blue (Min Commscope) for 288 drops		1
NET-PRO-3RD	Category 6 Jacks		1
NET-PRO-3RD	1 port surface mount box qty 50		1
NET-PRO-3RD	24		1
NET-PRO-3RD	48 port patch panel (Modular) qty 6		1
NET-PRO-3RD	3' patch cable, blue (Generic) qty 100		1
NET-PRO-3RD	5' patch cables,Blue (Generic). Qty 188		1
NET-PRO-3RD	7' patch cable, blue (Generic) qty 288		1
NET-PRO-3RD	2 port faceplate qty 144		1
NET-PRO-3RD	Misc.		1
NET-PRO-3RD	qty 1500 -24 strand Plenum fiber, OM4 MM (50m) 024T88-33190-A3		1
NET-PRO-3RD	Fiber box (2U) CCH-02U qty 3		1
NET-PRO-3RD	Fiber box (4U) CCH-04U qty 1		1
NET-PRO-3RD	12 port LC panels,OM4 (MM) CCH-CP12-E4 qty 6		1
NET-PRO-3RD	SC Connectors (SM) 95-200-99 qty 144		1
NET-PRO-3RD	2-meter fiber jumpers (MM) qty 10		1
NET-PRO-3RD	Total Labor		1
Network Cabinet			
AR3100	NETSHELTER SX 42U 600MMX1070MMD4PST ENCL SIDES BLK CUST PAYS FRT Country of Origin: US		5

Part	Description	Duration	Qty.
	Weight: 318.00 Dim Weight: 141,633.22		
UPS & Peripherals			
9PX6KTF5	9PX 6K UPS W/ 120V XMFR PERP 18X5-20R		1
9PXEBM180RT	9PX 6KVA EBM 180V CPNT Country of Origin: PH Weight: 171.00 Dim Weight: 11,054.11		1
EMA114-10	EPDU MA 36U-C L5-20P 16A 1PHASEPERP 24X5-20R Country of Origin: CN Weight: 15.90 Dim Weight: 5,556.94		2
EMPDT1H1C2	ENVIRN MONITORING PROBE GEN2 PERP Country of Origin: CN Weight: 0.30 Dim Weight: 40.50		1
9PX3000RT	9PX 3000 120V RT 2U L5-30P PERP 6X5-20R L5-30R Country of Origin: CN Weight: 97.00 Dim Weight: 6,992.00		3
Labor			
NET-PRO-SRVC	Installation & Deployment per SOW. EN: Route - Switch - UPS – Combined		4
NET-PRO-SRVC	Installation & Deployment per SOW. EN: Wireless Install		4
NET-PRO-SRVC	Installation & Deployment per SOW. EN: Switch Only		4

5. Form

Please see the following page(s) for W9 Form.

The rest of this page is intentionally left blank.

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Netsync Network Solutions

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2500 West Loop South, Suite 410

Requester's name and address (optional)

6 City, state, and ZIP code

Houston, TX 77027

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

32 - 0030329

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ► 12/9/2022

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

6. Questions

Vendor Background Questions (20 points)

- 1.) Number of years your company has been in business.
20 years
- 2.) Where is your head office, your sales and customer service offices located?
Headquarters are in Houston, TX. Please see the Netsync Offices section for all locations.
- 3.) Where is your billing office?
Houston, TX
- 4.) Number of employees in your company.
125
- 5.) Number of employees in local (RGV) site (if applicable).
95 in Texas
- 6.) Number of employees in customer service.
Over 50
- 7.) Number of employees with technical certifications.
64
- 8.) Number of employees in local (RGV) site (if applicable) with technical certifications.
3
- 9.) Are your hardware and software dependent on third party vendors for manufacturing?
Yes. We resell and implement items made by third party manufactures.
- 10.) Please list any items from current or anticipated equipment which you will not be able to provide maintenance.
We are able to provide maintenance and support for all items proposed.

References (5 points)

- 1.) Please provide a minimum of three references (public libraries or education entities in the RGV are preferred). For each reference provide names, address, phone numbers and email of the primary contact person.
Please see the References section.

Repair / Response Times (10 points)

- 1.) How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (Monday-Friday 8:00am to 5:00pm)
Same day onsite response if required. (Closest Office located in McAllen with local technicians and consultants).
- 2.) How long will it take for you to have a qualified technician on site outside normal business hours?
Same day onsite response if required. (Closest Office located in McAllen with local technicians and consultants).

- 3.) Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.

Eric Rodriguez 956.270.2919

- 4.) Please provide a direct number for the person(s) who can immediately facilitate repairs during normal business hours (Monday-Friday 8:00-5:00)

713.218.5020

- 5.) Please provide a direct number for the person(s) who can immediately facilitate evening and weekend repairs.

713.218.5020

Future Offerings (5 points)

- 1.) What new technology does your company plan to utilize in the near future that would be an advantage to the Mayor Joe V. Sanchez Public Library?

Netsync works with hundreds of partners and manufactures that offer the most advanced technological solutions. We also offer our customers access to a reporting system for invoices, orders and project management. Netsync has state of art warehousing, staging and documentation systems that are part of this proposal and provide an effective and efficient customer experience.

- 2.) What is the most significant factor affecting the future success of your company and what is being planned to address it?

Supply chain issues have been affecting the global economy, but we are working closely with our manufactures and partners to help alleviate delays or explore alternatives.

Market Differentiation (10 points)

- 1.) Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.

Based in Houston, TX, and with additional offices in eight US cities, Netsync specializes in the design and deployment of comprehensive IT solutions for a wide array of organizations and industries. Netsync holds certifications and specializations from many of the industry's leading technology manufacturers and thought leaders. By using Netsync's progressive Design, Build, Deliver, and Manage methodology, our team of tenured, talented engineers and solutions architects deliver tangible business value to every project they deploy. We tailor solutions for each client based on their budgets, desired business outcomes, and related time constraints.

Netsync has extensive experience performing large-scale implementations and deploying complex IT solutions for enterprises from an array of industries; service providers; and federal, state, and local governments.

Although Netsync is widely known for employing many of the industry's best and brightest professionals, we know that combining our talent with the industry's leading partners is what transforms technology into innovative client solutions. We are honored and proud to list the most respected and revered organizations in the industry as our partners.

When combining our partners' level of technical knowledge, innovation, and professionalism with Netsync's valued and incredibly talented professionals, clients get the very most out of their technological investments.

Our clients benefit from our deep collaborative partnerships with leading technology providers, which enable us to create solutions that connect the dots between IT investments and business outcomes. We make technology do more and mean more for them.

For more than 20 years, Netsync has built a solid, impressive reputation for delivering proven, innovative solutions to organizations of all sizes and from a variety of industries. Our technical expertise and empirical experience enable us to do far more than just deliver solutions. We help clients discover and evaluate new technologies and experience precisely how they will perform in their current architecture, or one they are planning on implementing.

We pride ourselves on delivering business-transforming solutions that enable our clients to make educated, thoughtful decisions to help drive business, generate revenue, and become more competitive in the marketplace.

- 2.) Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.

Netsync constantly evaluates market trends and product innovations from its manufacturer partners. In addition to the internal weekly updates on product direction, services, and roadmaps, Netsync participates in partner technology focus groups at Cisco Systems' headquarters throughout the year to review product roadmaps, service offerings, technology design, and early lab testing. Netsync leverages our close relationship with Cisco to develop and constantly fine tune our design methodology and implementation best practices. We also actively participate in early field trials and have developed comprehensive testing labs and demonstration environments, which we use for capability verification and client briefings.

- 3.) Identify other Public Libraries or education entities in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided.

Netsync's newest location in Texas supports our expansion in South Texas, West Texas, and New Mexico. The Netsync South/West Texas team focuses on both public sector and commercial enterprise accounts with a heavy emphasis on ISDs across all technology practices. The team consists of four Account Managers with pre-sales, project management, warehouse, and staging and implementation engineering support. With expected growth in these geographical areas, our team will continue to expand to better serve our growing client base.

Netsync has served the majority of ISDs in the South Texas region. Currently, Netsync holds two contracts with Laredo ISD for procurement, installations, maintenance, and support for 3,700-plus laptops and 1,000 desktops, including imaging, tagging, installation, trash removal, adding district domains, and etching district logos. United ISD in Laredo received similar services; the district purchased 3,300-plus desktops complete with imaging, asset tagging, staging, and installation services. United ISD also procured a full Cisco Identity Services Engine (ISE) solution from Netsync through E-Rate.

Another Netsync client in South Texas is Mercedes ISD through E-Rate-awarded contracts. Netsync procured hardware, equipment, and services for a Cisco CallManager upgrade complete with wireless upgrades, switching components, and TelePresence implementation for Mercedes ISD. At Pharr-San Juan-Alamo ISD, Netsync provided routing/switching and wireless hardware, configuration, and installation for six campuses throughout the district. Many of these included structured cabling services provided by Netsync. Donna ISD also awarded Netsync various E-Rate contracts for networking equipment, cabling, route/switch equipment, wireless infrastructure upgrades, and Voice over IP (VoIP) phone deployment.

In 2020, for Mission CISD, Netsync completed E-Rate projects that included route/switch, wireless, uninterruptible power supply (UPS) units, cabling, security, data center, and backup. For Sharyland ISD, Netsync provided route/switch, wireless, UPS units, and cabling.

Jim Hogg County ISD is an example of Netsync's team of Solutions Architects, Engineers, and partners working collaboratively to complete a districtwide overhaul of the District's IT environment. The network infrastructure required new fiber cabling, UPS units/racks, a data center refresh, wireless connectivity, switches, security firewall, and Cisco Umbrella. Netsync scoped this project in early 2019 and completed the installation before the next school year began, meeting the District's budget of under \$1M.

Corpus Christi is Texas's beach retreat and home to one of Netsync's largest VoIP deployments to date. Netsync deployed over 5,000 phones throughout Corpus Christi ISD and performed a complete migration from Cisco CallManager 4.x to version 9.x and later from 9.x to 11.x. Netsync also designed, architected, and deployed the upgraded wireless infrastructure for the district. Netsync also completed a Cisco ISE deployment and currently provides the professional services for the elementary schools' network and wireless systems.

For Brownsville ISD, Netsync has provided a dedicated sales support team over the past 6 years for end-user hardware and consumables district-wide. In addition, Brownsville ISD uses Netsync's Engineering team for business critical application support. In 2019, Brownsville ISD partnered with Netsync to roll out a modern end-user device workplace management solution for over 40,000 clients.

In West Texas, Netsync has recently added a new Account Manager to server the El Paso and surrounding area. Since 2017, Netsync has performed several notable projects in the area, including multiple collaboration and classroom audiovisual (AV) projects for Texas Tech University Health Science Center; a collaboration and data center project for the University of Texas at El Paso; a data center and AV-related project for El Paso ISD, and a wireless and networking project for IDEA Public Schools. Additionally, Netsync was recently awarded Ysleta ISD's E-Rate 23 project.

For Harmony Public Schools, Netsync has performed over \$700K in projects for various Harmony locations all throughout Texas that were completed in 2020. In El Paso specifically, Netsync completed a project involving network switching, AV, physical security, phone system, access control, intrusion, paging system, and cabling. Additionally, in August of 2020, Netsync won a cabling E-Rate bid valued at over \$500K for 28 Harmony campuses throughout Texas.

- 4.) Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite visit, and if so how many, or whether you charge for the actual hours devoted to a project.

This is a fixed price project, so we will charge only the amount listed in our quote.

- 5.) Please provide your company's mission and/or vision statement.

Netsync leverages our diverse culture and commitment to technical innovation to provide solutions that change lives globally.



12/19/2022

Clara Alessi

Contracts Manager

7. Pricing

Please see the following pages for pricing.

The rest of this page is intentionally left blank.

PROPOSAL PRICING SUMMARY

Option	Eligible	Ineligible
As Requested	\$241,294.51	\$199.89
As Requested with 3rd Party Optics	\$232,721.66	\$199.89

Applicant Name:	Weslaco Public Library
BEN:	17033003
Form 470#:	230004297
Service Provider:	Netsync Network Solutions
SPIN:	143028685
Contact Name:	Eric Rodriguez
Contact E-mail:	erodriguez@netsync.com
Contact Phone:	956.270.2919
Date Submitted:	December 21, 2022

***Specific models have been listed below to provide a better understanding of the specs the applicant is interested in. As per E-rate rules, ALL proposals that include solutions functionally equivalent to the models listed below will be reviewed and considered. If you provide an equivalent solution, you must also provide documentation that demonstrates the solution listed on your response is functionally equivalent to what is requested.

Requested Solution (or equivalent)				*Proposed Solution					Proposal Cost Calculations				
Type of Equipment	Make	Model #/SKU	Quantity	**Make	***Model #/SKU	Quantity	Unit Cost	E-Rate eligible % of the Model	Total Extended Cost	Total Extended E-Rate Eligible Cost	Total Extended E-Rate Ineligible Cost		
Switch	Cisco or Equivalent	C9500-24YC-A	1	Cisco	C9500-24YC-A	1	\$	12,238.42	100%	\$	12,238.42	\$	-
Switch	Cisco or Equivalent	CAB-9K12A-NA	2	Cisco	CAB-9K12A-NA	2	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	PI-LFAS-T	3	Cisco	PI-LFAS-T	3	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	PI-LFAS-AP-T-3Y	3	Cisco	PI-LFAS-AP-T-3Y	3	\$	-	100%	\$	-	\$	-
Switch	Cisco or Equivalent	C9500-NW-A	1	Cisco	C9500-NW-A	1	\$	-	100%	\$	-	\$	-
Switch	Cisco or Equivalent	C9K-PWR-650WAC-R	1	Cisco	C9K-PWR-650WAC-R	1	\$	-	100%	\$	-	\$	-
Switch	Cisco or Equivalent	C9K-PWR-650WAC-R/2	1	Cisco	C9K-PWR-650WAC-R/2	1	\$	1,238.41	100%	\$	1,238.41	\$	-
Switch	Cisco or Equivalent	SC9500HUK9-176	1	Cisco	SC9500HUK9-176	1	\$	-	100%	\$	-	\$	-
Switch	Cisco or Equivalent	C9K-F1-SSD-240G	1	Cisco	C9K-F1-SSD-240G	1	\$	1,650.12	100%	\$	1,650.12	\$	-
Switch	Cisco or Equivalent	C9500-DNA-24Y4C-A	1	Cisco	C9500-DNA-24Y4C-A	1	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	C9500-DNA-LA-3Y	1	Cisco	C9500-DNA-LA-3Y	1	\$	3,905.29	100%	\$	3,905.29	\$	-
Switch	Cisco or Equivalent	C9K-T1-FANTRAY	2	Cisco	C9K-T1-FANTRAY	2	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	NETWORK-PNP-LIC	1	Cisco	NETWORK-PNP-LIC	1	\$	-	100%	\$	-	\$	-
Cable	Cisco or Equivalent	SFP-H25G-CU3M+	1	Cisco	SFP-H25G-CU3M+	1	\$	74.77	100%	\$	74.77	\$	-
Module	Cisco or Equivalent	SFP-10/25G-LR-S+	6	Cisco	SFP-10/25G-LR-S+	6	\$	1,289.99	100%	\$	7,739.94	\$	-
Module	Cisco or Equivalent	SFP-10G-LR	2	Cisco	SFP-10G-LR	2	\$	922.03	100%	\$	1,844.06	\$	-
Switch	Cisco or Equivalent	C9300-48U-EDU	7	Cisco	C9300-48U-EDU	7	\$	6,087.43	100%	\$	42,612.01	\$	-
Switch	Cisco or Equivalent	C9300-NM-2Y	7	Cisco	C9300-NM-2Y	7	\$	1,408.65	100%	\$	9,860.55	\$	-
Cable	Cisco or Equivalent	STACK-T1-50CM	7	Cisco	STACK-T1-50CM	7	\$	55.00	100%	\$	385.00	\$	-
Switch	Cisco or Equivalent	SC9300UK9-176	7	Cisco	SC9300UK9-176	7	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	TE-C9K-SW	7	Cisco	TE-C9K-SW	7	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	TE-EMBEDDED-T	7	Cisco	TE-EMBEDDED-T	7	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	TE-EMBEDDED-T-3Y	7	Cisco	TE-EMBEDDED-T-3Y	7	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	PI-LFAS-T	7	Cisco	PI-LFAS-T	7	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	PI-LFAS-AP-T-3Y	7	Cisco	PI-LFAS-AP-T-3Y	7	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	D-DNAS-EXT-S-T	7	Cisco	D-DNAS-EXT-S-T	7	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	D-DNAS-EXT-S-3Y	7	Cisco	D-DNAS-EXT-S-3Y	7	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	C9300-NW-A-48	7	Cisco	C9300-NW-A-48	7	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	C9300-DNA-A-48	7	Cisco	C9300-DNA-A-48	7	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	C9300-DNA-A-48-3Y	7	Cisco	C9300-DNA-A-48-3Y	7	\$	2,073.65	100%	\$	14,515.55	\$	-
Installation/Configuration	Cisco or Equivalent	C9300-SSD-NONE	7	Cisco	C9300-SSD-NONE	7	\$	-	100%	\$	-	\$	-
Cable	Cisco or Equivalent	CAB-SPWR-30CM	7	Cisco	CAB-SPWR-30CM	7	\$	52.25	100%	\$	365.75	\$	-
Cable	Cisco or Equivalent	PWR-C1-1100WAC-P/2	7	Cisco	PWR-C1-1100WAC-P/2	7	\$	1,045.07	100%	\$	7,315.49	\$	-
Cable	Cisco or Equivalent	CAB-TA-NA	14	Cisco	CAB-TA-NA	14	\$	-	100%	\$	-	\$	-
Cable	Cisco or Equivalent	PWR-C1-1100WAC-P	7	Cisco	PWR-C1-1100WAC-P	7	\$	-	100%	\$	-	\$	-
License	Cisco or Equivalent	NETWORK-PNP-LIC	7	Cisco	NETWORK-PNP-LIC	7	\$	-	100%	\$	-	\$	-
WAP	Aruba or Equivalent	R7139A	12	Cisco	W91661-MRf (Catalyst 9166i AP) CW6E, Tri-Band 4x4 w/ Meraki	12	\$	1,165.97	100%	\$	13,991.64	\$	-
License	Aruba or Equivalent	H59F8E	12	Cisco	LIC-ENT-1YR (Meraki Ent License 1Yr)	12	\$	82.38	100%	\$	988.56	\$	-
Mount	Aruba or Equivalent	QG69A	2	Cisco	Mounting Brackets Included with AP	12	\$	-	100%	\$	-	\$	-
License	Aruba or Equivalent	QBY58AAE	12	Cisco	Meraki Management Console Included with Licenses	12	\$	-	100%	\$	-	\$	-
Cable	Commscope or Equivalent	Cat 6 Cabling	288	Commscope	Qty 288 Cat 6 Infrastructure Cabling, Fiber UIU's and 25GB Fiber (From 3 IDP's to MDF's)	1	\$	86,408.14	100%	\$	86,408.14	\$	-
Cable	N/A	Fiber UIU's and 25G Fiber from (3) IDP's to MDF Including fiber cabling	1	N/A	Included Above					\$	-	\$	-
Racks	APC or Equivalent	AR3100	5	APC or Equivalent	AR3100	5	\$	1,854.41	100%	\$	9,272.05	\$	-
UPS	Eaton or Equivalent	9PX6KTFS	1	Eaton or Equivalent	9PX6KTFS	1	\$	4,640.76	100%	\$	4,640.76	\$	-
UPS	Eaton or Equivalent	9PXE8M180RT	1	Eaton or Equivalent	9PXE8M180RT	1	\$	1,073.27	100%	\$	1,073.27	\$	-
UPS	Eaton or Equivalent	EMA114-10	2	Eaton or Equivalent	EMA114-10	2	\$	808.31	100%	\$	1,616.62	\$	-
UPS	Eaton or Equivalent	EMPD11H1C2	1	Eaton or Equivalent	EMPD11H1C2	1	\$	199.89	0%	\$	199.89	\$	199.89
UPS	Eaton or Equivalent	9PX3000RT	3	Eaton or Equivalent	9PX3000RT	3	\$	2,467.37	100%	\$	7,402.11	\$	-
Installation/Configuration	N/A	Installation and Configuration Switches	1	N/A	Installation and Configuration Switches	1	\$	6,750.40	100%	\$	6,750.40	\$	-
Installation/Configuration	N/A	Installation and Configuration WAPs	1	N/A	Installation and Configuration WAPs	1	\$	3,375.60	100%	\$	3,375.60	\$	-
Installation/Configuration	N/A	Installation and Configuration UPS's and Racks	1	N/A	Installation and Configuration UPS's and Racks	1	\$	2,030.00	100%	\$	2,030.00	\$	-
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Applicant Name:	Weslaco Public Library
BEN:	17033003
Form 470#:	230004297
Service Provider:	Netsync Network Solutions
SPIN:	143028685
Contact Name:	Eric Rodriguez
Contact E-mail:	erodriguez@netsync.com
Contact Phone:	956.270.2919
Date Submitted:	December 21, 2022

***Specific models have been listed below to provide a better understanding of the specs the applicant is interested in. As per E-rate rules, ALL proposals that include solutions functionally equivalent to the models listed below will be reviewed and considered. If you provide an equivalent solution, you must also provide documentation that demonstrates the solution listed on your response is functionally equivalent to what is requested.

Requested Solution (or equivalent)				*Proposed Solution					Proposal Cost Calculations		
Type of Equipment	Make	Model #/SKU	Quantity	**Make	***Model #/SKU	Quantity	Unit Cost	E-Rate eligible % of the Model	Total Extended Cost	Total Extended E-rate Eligible Cost	Total Extended E-rate Ineligible Cost
Switch	Cisco or Equivalent	C9500-24YC-A	1	Cisco	C9500-24YC-A	1	\$	12,238.42	100%	\$	12,238.42
Switch	Cisco or Equivalent	CAB-9K12A-NA	2	Cisco	CAB-9K12A-NA	2	\$	-	100%	\$	-
License	Cisco or Equivalent	PI-LFAS-T	3	Cisco	PI-LFAS-T	3	\$	-	100%	\$	-
License	Cisco or Equivalent	PI-LFAS-AP-T-3Y	3	Cisco	PI-LFAS-AP-T-3Y	3	\$	-	100%	\$	-
Switch	Cisco or Equivalent	C9500-NW-A	1	Cisco	C9500-NW-A	1	\$	-	100%	\$	-
Switch	Cisco or Equivalent	C9K-PWR-650WAC-R	1	Cisco	C9K-PWR-650WAC-R	1	\$	-	100%	\$	-
Switch	Cisco or Equivalent	C9K-PWR-650WAC-R/2	1	Cisco	C9K-PWR-650WAC-R/2	1	\$	1,238.41	100%	\$	1,238.41
Switch	Cisco or Equivalent	SC9500HUK9-176	1	Switch	SC9500HUK9-176	1	\$	-	100%	\$	-
Switch	Cisco or Equivalent	C9K-F1-55D-240G	1	Cisco	C9K-F1-55D-240G	1	\$	1,650.12	100%	\$	1,650.12
Switch	Cisco or Equivalent	C9500-DNA-24YC-A	1	Cisco	C9500-DNA-24YC-A	1	\$	-	100%	\$	-
License	Cisco or Equivalent	C9500-DNA-LA-3Y	1	Cisco	C9500-DNA-LA-3Y	1	\$	3,905.29	100%	\$	3,905.29
Switch	Cisco or Equivalent	C9K-T1-FANTRAY	2	Cisco	C9K-T1-FANTRAY	2	\$	-	100%	\$	-
License	Cisco or Equivalent	NETWORK-PNP-LIC	1	Cisco	NETWORK-PNP-LIC	1	\$	-	100%	\$	-
Cable	Cisco or Equivalent	SFP-H25G-CU3M-ENC	1	Cisco	SFP-H25G-CU3M-ENC	1	\$	47.74	100%	\$	47.74
Module	Cisco or Equivalent	SFP-10/25G-LR-S+	6	Cisco	SFP-10/25G-LR-S-ENC	6	\$	116.71	100%	\$	700.26
Module	Cisco or Equivalent	SFP-10G-LR	2	Cisco	SFP-10G-LR-ENC	2	\$	68.96	100%	\$	137.92
Switch	Cisco or Equivalent	C9300-48U-EDU	7	Cisco	C9300-48U-EDU	7	\$	6,087.43	100%	\$	42,612.01
Switch	Cisco or Equivalent	C9300-NM-2Y	7	Cisco	C9300-NM-2Y	7	\$	1,408.65	100%	\$	9,860.55
Cable	Cisco or Equivalent	STACK-T1-50CM	7	Cisco	STACK-T1-50CM	7	\$	55.00	100%	\$	385.00
Switch	Cisco or Equivalent	SC9300UK9-176	7	Cisco	SC9300UK9-176	7	\$	-	100%	\$	-
License	Cisco or Equivalent	TE-C9K-5W	7	Cisco	TE-C9K-5W	7	\$	-	100%	\$	-
License	Cisco or Equivalent	TE-EMBEDDED-T	7	Cisco	TE-EMBEDDED-T	7	\$	-	100%	\$	-
License	Cisco or Equivalent	TE-EMBEDDED-T-3Y	7	Cisco	TE-EMBEDDED-T-3Y	7	\$	-	100%	\$	-
License	Cisco or Equivalent	PI-LFAS-T	7	Cisco	PI-LFAS-T	7	\$	-	100%	\$	-
License	Cisco or Equivalent	PI-LFAS-AP-T-3Y	7	Cisco	PI-LFAS-AP-T-3Y	7	\$	-	100%	\$	-
License	Cisco or Equivalent	D-DNAS-EXT-S-T	7	Cisco	D-DNAS-EXT-S-T	7	\$	-	100%	\$	-
License	Cisco or Equivalent	D-DNAS-EXT-S-3Y	7	Cisco	D-DNAS-EXT-S-3Y	7	\$	-	100%	\$	-
License	Cisco or Equivalent	C9300-NW-A-48	7	Cisco	C9300-NW-A-48	7	\$	-	100%	\$	-
License	Cisco or Equivalent	C9300-DNA-A-48	7	Cisco	C9300-DNA-A-48	7	\$	-	100%	\$	-
License	Cisco or Equivalent	C9300-DNA-A-48-3Y	7	Cisco	C9300-DNA-A-48-3Y	7	\$	2,073.65	100%	\$	14,515.55
Installation/Configuration	Cisco or Equivalent	C9300-SSD-NONE	7	Cisco	C9300-SSD-NONE	7	\$	-	100%	\$	-
Cable	Cisco or Equivalent	CAB-SPWR-30CM	7	Cisco	CAB-SPWR-30CM	7	\$	52.25	100%	\$	365.75
Cable	Cisco or Equivalent	PWR-C1-1100WAC-P/2	7	Cisco	PWR-C1-1100WAC-P/2	7	\$	1,045.07	100%	\$	7,315.49
Cable	Cisco or Equivalent	CAB-TA-NA	14	Cisco	CAB-TA-NA	14	\$	-	100%	\$	-
Cable	Cisco or Equivalent	PWR-C1-1100WAC-P	7	Cisco	PWR-C1-1100WAC-P	7	\$	-	100%	\$	-
License	Cisco or Equivalent	NETWORK-PNP-LIC	7	Cisco	NETWORK-PNP-LIC	7	\$	-	100%	\$	-
WAP	Aruba or Equivalent	R7139A	12	Cisco	CW51661-MR (Catalyst 9166) AP W6E, Tri-Band 4x4 w/Meraki	12	\$	1,165.97	100%	\$	13,991.64
License	Aruba or Equivalent	H59F8E	12	Cisco	UC-ENT-1YR (Meraki Ent License 1Yr)	12	\$	82.38	100%	\$	988.56
Mount	Aruba or Equivalent	QB669A	2	Cisco	Mouting Brackets Included with AP	12	\$	-	100%	\$	-
License	Aruba or Equivalent	Q9Y58AAE	12	Cisco	Meraki Enterprise Dashboard included with Licenses and 24x7 Ent Support	12	\$	-	100%	\$	-
Cable	Commscope or Equivalent	Cat 6 Cabling	288	Commscope	qty 288 Cat 6 Infrastructure Cabling, Fiber LIU's and 25GB Fiber (From 3 IDB's to MDF's)	1	\$	86,408.14	100%	\$	86,408.14
Cable	N/A	Fiber LIU's and 25G Fiber from (3) IDB's to MDF Including fiber cabling	1		Included Above				\$	-	-
Racks	APC or Equivalent	AR3100	5	APC or Equivalent	AR3100	5	\$	1,854.41	100%	\$	9,272.05
UPS	Eaton or Equivalent	9PX6KTFS	1	Eaton or Equivalent	9PX6KTFS	1	\$	4,640.76	100%	\$	4,640.76
UPS	Eaton or Equivalent	9PXE8M180RT	1	Eaton or Equivalent	9PXE8M180RT	1	\$	1,073.27	100%	\$	1,073.27
UPS	Eaton or Equivalent	EMA114-10	2	Eaton or Equivalent	EMA114-10	2	\$	808.31		\$	1,616.62
UPS	Eaton or Equivalent	EMPD11H1C2	1	Eaton or Equivalent	EMPD11H1C2	1	\$	199.89	0%	\$	199.89
UPS	Eaton or Equivalent	9PX3000RT	3	Eaton or Equivalent	9PX3000RT	3	\$	2,467.37	100%	\$	7,402.11
Installation/Configuration	N/A	Installation and Configuration Switches	1	N/A	Installation and Configuration Switches	1	\$	6,750.40	100%	\$	6,750.40
Installation/Configuration	N/A	Installation and Configuration WAPs	1	N/A	Installation and Configuration WAPs	1	\$	3,375.60	100%	\$	3,375.60
Installation/Configuration	N/A	Installation and Configuration UPS's and Racks	1	N/A	Installation and Configuration UPS's and Racks	1	\$	2,030.00	100%	\$	2,030.00
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Quote #:	AAAQ382724-02
Date:	12/19/2022
Valid for:	30 Days

Sell To Contact	Inside Sales	Account Manager
City of Weslaco jsalas@weslacotx.gov (956) 968-3181	Amy MartinezNagy Amartineznagy@netsync.com 9563760935	Eric Rodriguez ErRodriguez@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
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Main Site

Sub Total 241,494.40

Distribution Switch

1.0	C9500-24Y4C-EDU	Catalyst 9500 24x1/10/25G and 4-port 40/100G, K12	1	12,238.42	12,238.42
1.1.0	C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	2	0.00	0.00
1.2.0	C9500-NW-A	C9500 Network Stack, Advantage	1	0.00	0.00
1.3.0	SC9500HUK9-176	Cisco Catalyst 9500H XE.17.6 UNIVERSAL	1	0.00	0.00
1.4.0	C9K-F1-SSD-240G	Cisco pluggable SSD storage	1	1,650.12	1,650.12
1.5.0	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	1	0.00	0.00
1.6.0	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	1	1,238.41	1,238.41
1.7.0	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	0.00	0.00
1.8.0	C9500-DNA-24Y4C-A	C9500 DNA Advantage, Term License	1	0.00	0.00
1.8.1.0	C9500-DNA-L-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	1	3,905.29	3,905.29
1.9.0	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	3	0.00	0.00
1.9.1.0	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	3	0.00	0.00
1.10.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00

Optics and TwinAx

2.0	SFP-H25G-CU3M=	25GBASE-CU SFP28 Cable 3 Meter	1	74.77	74.77
3.0	SFP-10/25G-LR-S=	10/25GBASE-LR SFP28 Module	6	1,289.99	7,739.94
4.0	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	2	922.03	1,844.06

Access Switches

5.0	C9300-48U-EDU	Catalyst 9300 48-port UPOE, K12	7	6,087.43	42,612.01
5.1.0	C9300-NW-A-48	C9300 Network Advantage, 48-port license	7	0.00	0.00
5.2.0	SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	7	0.00	0.00
5.3.0	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	7	0.00	0.00
5.4.0	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	7	1,045.07	7,315.49
5.5.0	CAB-TA-NA	North America AC Type A Power Cable	14	0.00	0.00
5.6.0	C9300-SSD-NONE	No SSD Card Selected	7	0.00	0.00
5.7.0	STACK-T1-50CM	50CM Type 1 Stacking Cable	7	55.00	385.00
5.8.0	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	7	52.25	365.75
5.9.0	TE-C9K-SW	TE agent for IOSXE on C9K	7	0.00	0.00
5.10.0	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	7	0.00	0.00
5.10.1.0	C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	7	2,073.65	14,515.55
5.11.0	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	7	0.00	0.00
5.11.1.0	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	7	0.00	0.00

Quote #:	AAAQ382724-02
Date:	12/19/2022
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
5.12.0	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	7	0.00	0.00
5.12.1.0	D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	7	0.00	0.00
5.13.0	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	7	0.00	0.00
5.13.1.0	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	7	0.00	0.00
5.14.0	C9300-NM-2Y	Catalyst 9300 2 x 25GE Network Module	7	1,408.65	9,860.55
5.15.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	7	0.00	0.00

Access Points and Licensing

6.0	CW9166I-MR	Catalyst 9166I AP (W6E, tri-band 4x4) w/MERAKI	12	1,165.97	13,991.64
7.0	LIC-ENT-1YR	Meraki MR Enterprise License, 1YR	12	82.38	988.56

Network Cabling

8.0	NET-PRO-3RD	Commscope cabling Cat6 infrastructure	1	86,408.14	86,408.14
8.1.0	NET-PRO-3RD	Category 6 cable, blue (Min Commscope) for 288 drops	1	0.00	0.00
8.2.0	NET-PRO-3RD	Category 6 Jacks	1	0.00	0.00
8.3.0	NET-PRO-3RD	1 port surface mount box qty 50	1	0.00	0.00
8.4.0	NET-PRO-3RD	24	1	0.00	0.00
8.5.0	NET-PRO-3RD	48 port patch panel (Modular) qty 6	1	0.00	0.00
8.6.0	NET-PRO-3RD	3' patch cable, blue (Generic) qty 100	1	0.00	0.00
8.7.0	NET-PRO-3RD	5' patch cables, Blue (Generic). Qty 188	1	0.00	0.00
8.8.0	NET-PRO-3RD	7' patch cable, blue (Generic) qty 288	1	0.00	0.00
8.9.0	NET-PRO-3RD	2 port faceplate qty 144	1	0.00	0.00
8.10.0	NET-PRO-3RD	Misc.	1	0.00	0.00
8.11.0	NET-PRO-3RD	qty 1500 -24 strand Plenum fiber, OM4 MM (50m) 024T88-33190-A3	1	0.00	0.00
8.12.0	NET-PRO-3RD	Fiber box (2U) CCH-02U qty 3	1	0.00	0.00
8.13.0	NET-PRO-3RD	Fiber box (4U) CCH-04U qty 1	1	0.00	0.00
8.14.0	NET-PRO-3RD	12 port LC panels, OM4 (MM) CCH-CP12-E4 qty 6	1	0.00	0.00
8.15.0	NET-PRO-3RD	SC Connectors (SM) 95-200-99 qty 144	1	0.00	0.00
8.16.0	NET-PRO-3RD	2 meter fiber jumpers (MM) qty 10	1	0.00	0.00
8.17.0	NET-PRO-3RD	Total Labor	1	0.00	0.00

Network Cabinet

9.0	AR3100	NETSHELTER SX 42U 600MMX1070MMD4PST ENCL SIDES BLK CUST PAYS FRT	5	1,854.41	9,272.05
		Country of Origin: US Weight: 318.00 Dim Weight: 141,633.22			

UPS & Peripherals

10.0	9PX6KTF5	9PX 6K UPS W/ 120V XMFR PERP 18X5-20R	1	4,640.76	4,640.76
11.0	9PXEbm180RT	9PX 6KVA EBM 180V CPNT	1	1,073.27	1,073.27
		Country of Origin: PH Weight: 171.00 Dim Weight: 11,054.11			

Quote #:	AAAQ382724-02
Date:	12/19/2022
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
12.0	EMA114-10	EPDU MA 36U-C L5-20P 16A 1PHASEPERP 24X5-20R Country of Origin: CN Weight: 15.90 Dim Weight: 5,556.94	2	808.31	1,616.62
13.0	EMPDT1H1C2	ENVIRN MONITORING PROBE GEN2 PERP Country of Origin: CN Weight: 0.30 Dim Weight: 40.50	1	199.89	199.89
14.0	9PX3000RT	9PX 3000 120V RT 2U L5-30P PERP 6X5-20R L5-30R Country of Origin: CN Weight: 97.00 Dim Weight: 6,992.00	3	2,467.37	7,402.11
Labor Network Switches					
15.0	NET-PRO-SRVC	Installation & Deployment per SoW. EN: Switch Only	4	1,687.60	6,750.40
Labor Access Points					
16.0	NET-PRO-SRVC	Installation & Deployment per SoW. EN: Wireless Install	4	843.90	3,375.60
Labor UPS and Cabinets					
17.0	NET-PRO-SRVC	Installation & Deployment per SoW. EN: Route - Switch - UPS - Combined	4	507.50	2,030.00

Notes: 220047140-144567-01

As Requested

Total	241,494.40
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	241,494.40

Quote #:	AAAQ382819
Date:	12/19/2022
Valid for:	30 Days

Sell To Contact	Inside Sales	Account Manager
City of Weslaco jsalas@weslacotx.gov (956) 968-3181	Amy MartinezNagy Amartineznagy@netsync.com 9563760935	Eric Rodriguez ErRodriguez@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site				Sub Total	232,721.55

Distribution Switch

1.0	C9500-24Y4C-EDU	Catalyst 9500 24x1/10/25G and 4-port 40/100G, K12	1	12,238.42	12,238.42
1.1.0	C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	2	0.00	0.00
1.2.0	C9500-NW-A	C9500 Network Stack, Advantage	1	0.00	0.00
1.3.0	SC9500HUK9-176	Cisco Catalyst 9500H XE.17.6 UNIVERSAL	1	0.00	0.00
1.4.0	C9K-F1-SSD-240G	Cisco pluggable SSD storage	1	1,650.12	1,650.12
1.5.0	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	1	0.00	0.00
1.6.0	C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	1	1,238.41	1,238.41
1.7.0	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	0.00	0.00
1.8.0	C9500-DNA-24Y4C-A	C9500 DNA Advantage, Term License	1	0.00	0.00
1.8.1.0	C9500-DNA-L-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	1	3,905.29	3,905.29
1.9.0	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	3	0.00	0.00
1.9.1.0	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	3	0.00	0.00
1.10.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00

Optics and TwinAx

2.0	SFP-H25G-CU3M-ENC	25GBASE-CU SFP28 Passive Copper Direct-Attach Cable Assembly 3.0m Cisco Compatible TAA Compliant	1	47.74	47.74
3.0	SFP-10/25G-LR-S-ENC	10/25GBASE-LR SFP28 1310nm 10km DOM SMF Duplex LC Commercial Temp Cisco Compatible TAA Compliant	6	116.71	700.26
4.0	SFP-10G-LR-ENC	10GBASE-LR SFP+ 1310nm 10km DOM SMF Duplex LC Cisco Compatible TAA Compliant	2	68.96	137.92

Access Switches

5.0	C9300-48U-EDU	Catalyst 9300 48-port UPOE, K12	7	6,087.43	42,612.01
5.1.0	C9300-NW-A-48	C9300 Network Advantage, 48-port license	7	0.00	0.00
5.2.0	SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	7	0.00	0.00
5.3.0	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	7	0.00	0.00
5.4.0	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	7	1,045.07	7,315.49
5.5.0	CAB-TA-NA	North America AC Type A Power Cable	14	0.00	0.00
5.6.0	C9300-SSD-NONE	No SSD Card Selected	7	0.00	0.00
5.7.0	STACK-T1-50CM	50CM Type 1 Stacking Cable	7	55.00	385.00
5.8.0	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	7	52.25	365.75
5.9.0	TE-C9K-SW	TE agent for IOSXE on C9K	7	0.00	0.00
5.10.0	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	7	0.00	0.00
5.10.1.0	C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	7	2,073.65	14,515.55
5.11.0	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	7	0.00	0.00
5.11.1.0	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	7	0.00	0.00

Quote #:	AAAQ382819
Date:	12/19/2022
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
5.12.0	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	7	0.00	0.00
5.12.1.0	D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	7	0.00	0.00
5.13.0	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	7	0.00	0.00
5.13.1.0	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	7	0.00	0.00
5.14.0	C9300-NM-2Y	Catalyst 9300 2 x 25GE Network Module	7	1,408.65	9,860.55
5.15.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	7	0.00	0.00

Access Points and Licensing

6.0	CW9166I-MR	Catalyst 9166I AP (W6E, tri-band 4x4) w/MERAKI	12	1,165.97	13,991.64
7.0	LIC-ENT-1YR	Meraki MR Enterprise License, 1YR	12	82.38	988.56

Network Cabling

8.0	NET-PRO-3RD	Commscope cabling Cat6 infrastructure	1	86,408.14	86,408.14
8.1.0	NET-PRO-3RD	Category 6 cable, blue (Min Commscope) for 288 drops	1	0.00	0.00
8.2.0	NET-PRO-3RD	Category 6 Jacks	1	0.00	0.00
8.3.0	NET-PRO-3RD	1 port surface mount box qty 50	1	0.00	0.00
8.4.0	NET-PRO-3RD	24	1	0.00	0.00
8.5.0	NET-PRO-3RD	48 port patch panel (Modular) qty 6	1	0.00	0.00
8.6.0	NET-PRO-3RD	3' patch cable, blue (Generic) qty 100	1	0.00	0.00
8.7.0	NET-PRO-3RD	5' patch cables, Blue (Generic). Qty 188	1	0.00	0.00
8.8.0	NET-PRO-3RD	7' patch cable, blue (Generic) qty 288	1	0.00	0.00
8.9.0	NET-PRO-3RD	2 port faceplate qty 144	1	0.00	0.00
8.10.0	NET-PRO-3RD	Misc.	1	0.00	0.00
8.11.0	NET-PRO-3RD	qty 1500 -24 strand Plenum fiber, OM4 MM (50m) 024T88-33190-A3	1	0.00	0.00
8.12.0	NET-PRO-3RD	Fiber box (2U) CCH-02U qty 3	1	0.00	0.00
8.13.0	NET-PRO-3RD	Fiber box (4U) CCH-04U qty 1	1	0.00	0.00
8.14.0	NET-PRO-3RD	12 port LC panels, OM4 (MM) CCH-CP12-E4 qty 6	1	0.00	0.00
8.15.0	NET-PRO-3RD	SC Connectors (SM) 95-200-99 qty 144	1	0.00	0.00
8.16.0	NET-PRO-3RD	2 meter fiber jumpers (MM) qty 10	1	0.00	0.00
8.17.0	NET-PRO-3RD	Total Labor	1	0.00	0.00

Network Cabinet

9.0	AR3100	NETSHELTER SX 42U 600MMX1070MMD4PST ENCL SIDES BLK CUST PAYS FRT	5	1,854.41	9,272.05
		Country of Origin: US Weight: 318.00 Dim Weight: 141,633.22			

UPS & Peripherals

10.0	9PX6KTF5	9PX 6K UPS W/ 120V XMFR PERP 18X5-20R	1	4,640.76	4,640.76
11.0	9PXEBM180RT	9PX 6KVA EBM 180V CPNT	1	1,073.27	1,073.27
		Country of Origin: PH Weight: 171.00 Dim Weight: 11,054.11			

Quote #:	AAAQ382819
Date:	12/19/2022
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
12.0	EMA114-10	EPDU MA 36U-C L5-20P 16A 1PHASEPERP 24X5-20R Country of Origin: CN Weight: 15.90 Dim Weight: 5,556.94	2	808.31	1,616.62
13.0	EMPDT1H1C2	ENVIRN MONITORING PROBE GEN2 PERP Country of Origin: CN Weight: 0.30 Dim Weight: 40.50	1	199.89	199.89
14.0	9PX3000RT	9PX 3000 120V RT 2U L5-30P PERP 6X5-20R L5-30R Country of Origin: CN Weight: 97.00 Dim Weight: 6,992.00	3	2,467.37	7,402.11
Labor Network Switches					
15.0	NET-PRO-SRVC	Installation & Deployment per SoW. EN: Switch Only	4	1,687.60	6,750.40
Labor Access Points					
16.0	NET-PRO-SRVC	Installation & Deployment per SoW. EN: Wireless Install	4	843.90	3,375.60
Labor UPS and Cabinets					
17.0	NET-PRO-SRVC	Installation & Deployment per SoW. EN: Route - Switch - UPS - Combined	4	507.50	2,030.00

Notes: 220047140-144567-02

Enet Optics

Total	232,721.55
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	232,721.55

8. References

Reference	
Organization	Pharr-San Juan-Alamo ISD
Organization Address	601 E. Kelly Ave Pharr, TX 78577 US
Contact Name	Hector Rodriguez
Title	Director of MIS
Phone	956.354.2045 x1243
Email	Hector.rodriguez@psjaisd.us
Project Description	Netsync upgraded Pharr-San Juan-Alamo ISD's ("PSJA ISD") Network Operations Center (NOC) switching and wireless infrastructure, and installed uninterruptible power supply (UPS) devices to support PSJA's data center services and internet access. This included physically installing, powering up, setting up, and testing 2 Cisco Catalyst 9500-32C core switches, 4 Cisco Catalyst 9500-40X WAN distribution switches, 1 Cisco Catalyst 9500-16X video distribution switch, 1 Cisco Catalyst 9500-12Q DMZ access switch, 1 Cisco Catalyst 9300-48U SAN access switch, 12 Cisco Catalyst 9300-48U main distribution frame (MDF) access switches, 10 Cisco Catalyst 9300-48U intermediate distribution frame (IDF) access switches, 34 Cisco Catalyst 9115AXI-B wireless access points (APs), and 1 APC 16kVA UPS device.

Reference	
Organization	Weslaco ISD
Organization Address	1916 Joe Stephens Blvd. Weslaco, TX 78596
Contact Name	Hugo de Leon
Title	Network and Computer Maint. Supervisor
Phone	956.969.6936
Email	hdeleon@wisd.us
Project Description	E-Rate 22

Reference	
Organization	Sharyland ISD
Organization Address	1106 N. Shary Rd Mission, TX 78572
Contact Name	David M. Culberson
Title	Chief Technology Officer
Phone	956.584.6410
Email	dculberson@sharylandisd.org
Project Description	E-Rate 22

9. Certificate of Insurance

Please see the following pages for Netsync's certificate of insurance. Netsync will provide a certificate of insurance specific to City of Weslaco upon award.

The rest of this page is intentionally left blank.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ali Hussein Insurance Agency, Inc. 6420 Richmond Ave , Ste # 350 Houston, TX 77057	CONTACT NAME: Ali Hussein PHONE (A/C, No, Ext): (713)784-8787 FAX (A/C, No): (713)784-8737 E-MAIL ADDRESS: ahussein@husseinagency.com																					
INSURED Netsync Network Solutions 2500 West Loop South # 410 Houston, TX 77027	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Charter Oaks Fire Ins Company</td><td>25615</td></tr><tr><td>INSURER B :</td><td>The Travelers Indemnity Company of America.</td><td>25666</td></tr><tr><td>INSURER C :</td><td>Travelers Indemnity Company of CT</td><td>25682</td></tr><tr><td>INSURER D :</td><td>Travelers Casualty Ins Company of America</td><td>19046</td></tr><tr><td>INSURER E :</td><td>United State Liability Insurance Company</td><td>25895</td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Charter Oaks Fire Ins Company	25615	INSURER B :	The Travelers Indemnity Company of America.	25666	INSURER C :	Travelers Indemnity Company of CT	25682	INSURER D :	Travelers Casualty Ins Company of America	19046	INSURER E :	United State Liability Insurance Company	25895	INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	Charter Oaks Fire Ins Company	25615																				
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INSURER E :	United State Liability Insurance Company	25895																				
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:** 00001537-8418196**REVISION NUMBER:** 913

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.

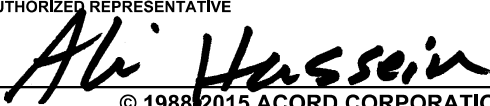
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		630-1J092560	11/21/2022	11/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP & UM- 500 DED ☒ Primary noncontribu			8100N736814	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CUP 8H890024	11/21/2022	11/21/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	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	N / A	UB- 0J539905-21-I3-G	11/21/2022	11/21/2023	☒ 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
E	Professional Libilli			TK1004896M	03/05/2022	03/05/2023	Claim Made \$ 5,000,000
E	Cyber coverage			TK1004896M	03/05/2022	03/05/2023	Inc In Limits \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as an additional insured (including completed operations) as respects all of the required coverages except workers' compensation and professional liability.

LOC # 1 2500 West Loop South # 410 Houston TX 77027
LOC # 2 2500 West Loop South # 510 Houston TX 77027
LOC # 3 4951 Terminal St # F Bellaire, TX 77401
(continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER**CANCELLATION**

Netsync Network Solutions 2500 Weest Loop South # 410 Houston, TX 77027	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  (ALI)

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of _____

AGENCY Ali Hussein Insurance Agency, Inc.		NAMED INSURED Netsync Network Solutions
POLICY NUMBER N/A		
CARRIER Multiple Carriers	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
LOC # 4 1224 E. Jasmine Suite # B & C, McAllen, TX 78501
LOC # 5 4800 Fournace Place - Suite BE29 , Suite BE29, Bellaire, TX 77401
LOC # 6 4550 Excel Parkway Suite 200, Addison, TX 75001
LOC # 7 7340 Blanco Road # 109 San Antonio, TX 78216
LOC# 8 9737 Great Hills Trail, Suite 150, Austin, TX 78759

What is E-rate

The E-rate program provides discounts on certain services and products that are essential for classrooms and libraries to receive voice, video, and data communications. The amount of the discount depends on the level of poverty and location of the school or library receiving service. The discount ranges from 20% to 90% of the cost of eligible services.

To be eligible to receive discounts, a school or library must meet certain eligibility criteria. In general elementary and secondary schools are eligible to receive discounts--including many private schools and religious schools. Public libraries and library systems can receive E-rate discounts, provided they meet the eligibility requirements of libraries.

The E-rate process

Develop a Technology Plan - applicant develops a plan for technology implementation.

Procure Services - based on the technology plan, the applicant files the FCC Form 470 to announce that they are seeking E-rate support to purchase eligible goods and services. When the Form 470 is posted to the SLD's website, a 28-day period begins in which interested service providers may submit proposals and bids to provide service to the applicant. After the 28 day posting period, the applicant reviews the bids and proposals, selects a service provider, and signs a contract or service agreement.

Apply For Funding - the applicant submits the FCC Form 471 which tells the SLD which service provider was selected, the goods and services for which the applicant will be requesting E-rate support, and the costs of those goods and services.

Application Review - SLD will review the application to substantiate that the requests are for eligible services that will be delivered to eligible locations and students/patrons.

Receive Services - applicants receive services during the "Funding Year" (July 1 - June 30). They submit the Form 486 to the SLD to signify that the approved services are being delivered.

Realizing Discounts - the applicant has two means of realizing the benefit of the E-rate program. The first, is to receive discounted billing from the approved service provider (the service provider then bills the SLD for the committed portion of the delivered services. The second is to pay the service provider in full and then apply for reimbursement directly to the SLD.

CITY OF WESLACO
MAYOR JOE V. SANCHEZ PUBLIC LIBRARY
EQUIPMENT SERVICES - VENDOR REVIEW (RFP #2022-23-02 Equipment)
E-RATE 2022 (ROUND 25) - FRIDAY JANUARY 6, 2022 AT 10:00 A.M.

CRITERIA		PROSPECTIVE VENDORS				
	VENDORS NAME	Netsync	Score	Insight	Score	
1	Instructions to Vendors (5 points)					
	Vendor Background (20 points)					
1	Years in existence		2		2	
2	Head office location		2		2	
3	Billing office location		2		2	
4	Number of employees in company		2		2	
5	Employees in local site		1		2	
6	Employees in customer service		2		2	
7	Employees with technical certifications		2		2	
8	Employees in local site with tech certifications		1		2	
9	Dependent on 3rd party vendors		2		2	
10	List items excluded from maintenance		2		2	
	Section totals		18		20	0
1	References (5 points)		5		5	
	Repair/Response (10 points)					
1	Technician on site normal hours (response time)		1		2	
2	Technician on site outside normal hours		2		2	
3	Provide phone number for local pricing contact		2		2	
4	Provide repair person contact number		2		2	
5	Provide off-hours person contact number		2		2	
	Section totals		9		10	0
	Future Offerings (5 points)					
1	Future new technology advantage to the library		3		3	
2	Factors affecting future success		2		2	
	Section totals		5		5	0
	Market Differentiation (10 points)					
1	Summary of company history		2		2	
2	Distinctive features and services		2		2	
3	Other public libraries or education clients		2		2	
4	Invoicing methodology		2		2	
5	Company's mission statement		2		2	
	Section totals		10		10	
	Proposal and Pricing (45 points)		35		40	
	TOTAL SCORE		77		85	0

CITY OF WESLACO
MAYOR JOE V. SANCHEZ PUBLIC LIBRARY
EQUIPMENT SERVICES - VENDOR REVIEW (RFP #2022-23-02 Equipment)
E-RATE 2022 (ROUND 25) - FRIDAY JANUARY 6, 2022 AT 10:00 A.M.

CRITERIA		PROSPECTIVE VENDORS					
	VENDORS NAME	Netsync	Score	Insight	Score		Score
1	Instructions to Vendors (5 points)						
	Vendor Background (20 points)						
1	Years in existence		2		2		
2	Head office location		2		2		
3	Billing office location		2		2		
4	Number of employees in company		2		2		
5	Employees in local site		1		2		
6	Employees in customer service		2		2		
7	Employees with technical certifications		2		2		
8	Employees in local site with tech certifications		1		2		
9	Dependent on 3rd party vendors		2		2		
10	List items excluded from maintenance		2		2		
	Section totals		18		20		0
1	References (5 points)		5		5		
	Repair/Response (10 points)						
1	Technician on site normal hours (response time)		1		2		
2	Technician on site outside normal hours		1		2		
3	Provide phone number for local pricing contact		2		2		
4	Provide repair person contact number		2		2		
5	Provide off-hours person contact number		2		2		
	Section totals		8		10		0
	Future Offerings (5 points)						
1	Future new technology advantage to the library		2		3		
2	Factors affecting future success		2		2		
	Section totals		4		5		0
	Market Differentiation (10 points)						
1	Summary of company history		2		2		
2	Distinctive features and services		2		2		
3	Other public libraries or education clients		2		2		
4	Invoicing methodology		2		2		
5	Company's mission statement		2		2		
	Section totals		10		10		
	Proposal and Pricing (45 points)		35		40		
	TOTAL SCORE		75		85		0

CITY OF WESLACO
MAYOR JOE V. SANCHEZ PUBLIC LIBRARY
EQUIPMENT SERVICES - VENDOR REVIEW (RFP #2022-23-02 Equipment)
E-RATE 2022 (ROUND 25) - FRIDAY JANUARY 6, 2022 AT 10:00 A.M.

CRITERIA		PROSPECTIVE VENDORS				
	VENDORS NAME	Netsync	Score	Insight	Score	
1	Instructions to Vendors (5 points)					
	Vendor Background (20 points)					
1	Years in existence		2		2	
2	Head office location		2		2	
3	Billing office location		2		2	
4	Number of employees in company		1		2	
5	Employees in local site		1		1	
6	Employees in customer service		2		2	
7	Employees with technical certifications		2		2	
8	Employees in local site with tech certifications		1		2	
9	Dependent on 3rd party vendors		2		2	
10	List items excluded from maintenance		2		2	
	Section totals		17		19	0
1	References (5 points)		5		5	
	Repair/Response (10 points)					
1	Technician on site normal hours (response time)		2		2	
2	Technician on site outside normal hours		2		2	
3	Provide phone number for local pricing contact		2		2	
4	Provide repair person contact number		2		2	
5	Provide off-hours person contact number		2		2	
	Section totals		10		10	0
	Future Offerings (5 points)					
1	Future new technology advantage to the library		2		3	
2	Factors affecting future success		2		2	
	Section totals		4		5	0
	Market Differentiation (10 points)					
1	Summary of company history		2		2	
2	Distinctive features and services		2		2	
3	Other public libraries or education clients		2		2	
4	Invoicing methodology		2		2	
5	Company's mission statement		2		2	
	Section totals		10		10	
	Proposal and Pricing (45 points)		37		40	
	TOTAL SCORE		78		84	0



Standardized Agenda Request Form

Date of Meeting: January 17, 2023	Agenda Item No. (to be assigned by CSO): 2022-6178															
From:																
Subject: Discussion and consideration to approve Contingency Allowance Expenditure Authorization No. 8 New Police Department and Judicial Court Change Proposal No. 016R Pedestrian gates at an amount not to exceed \$16,379 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)																
Background: Pedestrian gates were not included in the original scope of the project and were added to provide personnel access to the from Whitmer Avenue and Railroad Avenue. The cost to add this equipment and installation is as follows: <table border="0"> <tr> <td>1.) COR 016R Pedestrian gates</td> <td>\$16,379</td> </tr> <tr> <td>2.) COR RFI 018 Exhaust Fans Restroom A131</td> <td>\$2,332</td> </tr> <tr> <td>Original Owner's Contingency Sum</td> <td>\$250,000</td> </tr> <tr> <td>Allowance Expenditures Prior to this Authorization</td> <td>\$75,236</td> </tr> <tr> <td>Allowance Balance Prior to this Authorization</td> <td>\$174,764</td> </tr> <tr> <td>Allowance Sum will be decreased by this Authorization</td> <td>\$16,379</td> </tr> <tr> <td>New Owner's Contingency Balance</td> <td>\$158,385</td> </tr> </table>			1.) COR 016R Pedestrian gates	\$16,379	2.) COR RFI 018 Exhaust Fans Restroom A131	\$2,332	Original Owner's Contingency Sum	\$250,000	Allowance Expenditures Prior to this Authorization	\$75,236	Allowance Balance Prior to this Authorization	\$174,764	Allowance Sum will be decreased by this Authorization	\$16,379	New Owner's Contingency Balance	\$158,385
1.) COR 016R Pedestrian gates	\$16,379															
2.) COR RFI 018 Exhaust Fans Restroom A131	\$2,332															
Original Owner's Contingency Sum	\$250,000															
Allowance Expenditures Prior to this Authorization	\$75,236															
Allowance Balance Prior to this Authorization	\$174,764															
Allowance Sum will be decreased by this Authorization	\$16,379															
New Owner's Contingency Balance	\$158,385															
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 OMAR RODRIGUEZ 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: AEA 008 - CPs 016R																
Responsibilities upon Approval:																



Contingency Allowance Expenditure Authorization

Project: City of Weslaco New Police Department with Municipal and
Judicial Court

Authorization No. 8

ERO Project No.: 19087.01

Date: 01/04/23

To : Gerlach Builders, LLC dba Wil-Con
918 Big Horn Drive
Edinburg, Texas 78504

Attention: Shawn Gerlach, President

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the contract amount.

Description of Work:

Allowance Expenditure issued for work indicated below as submitted by Gerlach Builders, LLC for the New City of Weslaco Police Station:

1.) Change Proposal No. 016R: Pedestrian Gates	\$16,379.00
--	-------------

AEA 08 will decrease Owner's Contingency	\$16,379.00
--	-------------

Original Owner's Contingency Sum	\$250,000.00
Allowance Expenditures Prior to this Authorization	\$75,236.00
Allowance Balance Prior to this Authorization	\$174,764.00
Allowance Sum will be decreased by this Authorization	\$16,379.00
New Owner's Contingency Balance	\$158,385.00

This Allowance Expenditure represents adjustments to the Allowance Balance as noted above and described herein.

Accepted and agreed to by:

Gerlach Builders, LLC

Signature _____ Date _____

ERO Architects, L.L.P

Signature _____ Date _____

Accepted and agreed to on behalf on City of Weslaco:

City of Weslaco

Signature _____ Date _____



AIA[®] Document G709[™] – 2018

Proposal Request

PROJECT: *(name and address)*

City of Weslaco New Police Department
with Municipal and Judicial Court
300 S. Bridge Ave.
Weslaco, Texas 78596

CONTRACT INFORMATION:

Contract For: General Construction

Architect's Project Number: 19087.01

Proposal Request Number: 007

Date: September 29, 2021

Proposal Request Date: October 20, 2022

OWNER: *(name and address)*

City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

ARCHITECT: *(name and address)*

ERO Architects
P.O. Box 720428
McAllen, Texas 78504

CONTRACTOR: *(name and address)*

Gerlach Builders, LLC dba Wil-Con
918 Big Horn Drive
Edinburg, Texas 78504

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

GC to provide cost/savings to add (2) pedestrian gates, concrete sidewalks and relocate chain link gates as requested by Owner. Refer to attached pdfs.

Attachments: SK-05, SK-06 & SK-07

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Juan Cantu, AIA, Assoc. Principal

PRINTED NAME AND TITLE

Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

1083-City of Weslaco PSB Police Station with MunProject # 1083

Gerlach Builders, LLC

300 S. Bridge Ave

Tel: (956) 781-9781

Fax: (956) 290-8359

Weslaco, Texas 78596

Change Order Request: 016R

Date: 12/5/2022

To:

ERO Architects

From:

Airika Stevens

Gerlach Builders, LLC

PO Box 4352

McAllen, TX 78502

Description

Category

Status

PR 007 Pedestrian Gates

Direct Cost

Pending

Reference

Required By

Days Req

Amt Req

12/12/2022

5

16,379.00

Notes

PCO No

Date

Reference

Amt Prop

Days Req

Category

Reason

Description

Notes

024R

11/22/2022

16,379.00

0

Change Order

Direct Costs

PR 007 Pedestrian Gates

Item No

Item Description

Amt Prop Reference

001

Sitework

3,421.00

002

Striping

1,034.00

003

Fencing

11,924.00

Approved By:

Signature

Name

Date

Prolog Manager

Printed on: 12/5/2022

JWCC

Page 1



ivrvento@aol.com

[illegible]

Valley Striping Corp

2708 Midvalley Dr.
Weslaco, TX. 78599-4170
ph 956-432-2444 fax 956-584-9509
DBE, HUB CERTIFIED

PROPOSAL

Date	Estimate No.
10/21/2022	5113

Name/Address

Weslaco Police Station
301 N Bridge Ave
Weslaco TX 78596

		Project	
Description	Qty	Rate	Total
** PR-7 / SK-05 (10-17-2022):			
DEDUCT (1) / Concrete Car stops, Furnish & installation / EA	1	-55.00	-55.00
5 FT Wide Crosswalks 4" striping / EA	1	995.00	995.00
Mark-Up			94.00
		Total	\$1,034.00

Web Site



AMERICAN
FENCE

421 Valencia Blvd.
San Juan, Texas 78589
Ph. (956) 929-6000 • (956) 867-6988

NOVEMBER 21, 2022

GERLACH BUILDERS, LLC DBA WIL-CON
918 BIG HORN DR.
EDINBURG, TEXAS 78542

RE: WESLACO POLICE DEPARTMENT PR007

DESCRIPTION

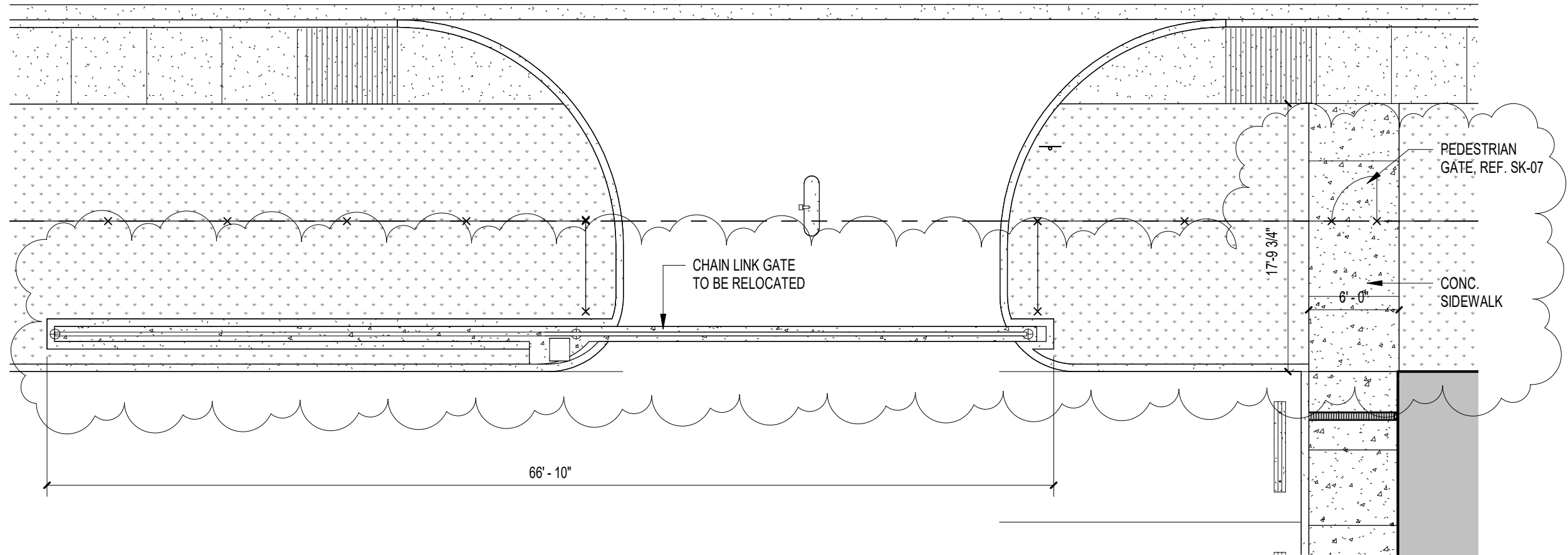
LABOR AND MATERIALS FOR THE FOLLOWING:

- ADDITIONAL 10FT OF NEW BLACK VINYL CHAINLINK FENCE 8FT HIGH
- ADD 2 SWING WALKING GATES, LOCK SOLENOID STYLE, SKU SW GATE
- CARD READ DOOR KING 1524-080
- 2 LAMINATED PLATES

NOTE: CARDS NOT INCLUDED IN PRICE

TOTAL	\$10,840.00
MARK-UP	\$ 1,084.00
	\$11,924.00

THANK YOU FOR YOUR BUSINESS



1 | ENLARGED SITE PLAN - NORTH

1/8" = 1'-0"



300 S. 8th Street
McAllen TX 78501
(P) 956-661-0400 | goero.com

Project Name

CITY OF WESLACO POLICE STATION

Sheet Title:

ENLARGED SITE PLAN

Project No.:

19087.01

Issue Date:

10/17/22

SK-06



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6235													
From:															
Subject: Discussion and consideration to approve Contingency Allowance Expenditure Authorization No. 8 New Police Department and Judicial Court Change Proposal No. 017 Restroom Exhaust Fans not in plans at an amount not to exceed \$2,332 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)															
Background: The exhaust fan for the restroom A131 in the fire administration suite was missing from the plans. This item is required by code. The proposal includes the required ductwork, equipment and labor to install as follows: <table border="0"> <tr> <td>1.) COR RFI 018 Exhaust Fans Restroom A131</td> <td>\$2,332</td> </tr> <tr> <td>Original Owner's Contingency Sum</td> <td>\$250,000</td> </tr> <tr> <td>Allowance Expenditures Prior to this Authorization</td> <td>\$75,236</td> </tr> <tr> <td>Allowance Balance Prior to this Authorization</td> <td>\$174,764</td> </tr> <tr> <td>Allowance Sum will be decreased by this Authorization</td> <td>\$2,332</td> </tr> <tr> <td>New Owner's Contingency Balance</td> <td>\$172,432</td> </tr> </table>				1.) COR RFI 018 Exhaust Fans Restroom A131	\$2,332	Original Owner's Contingency Sum	\$250,000	Allowance Expenditures Prior to this Authorization	\$75,236	Allowance Balance Prior to this Authorization	\$174,764	Allowance Sum will be decreased by this Authorization	\$2,332	New Owner's Contingency Balance	\$172,432
1.) COR RFI 018 Exhaust Fans Restroom A131	\$2,332														
Original Owner's Contingency Sum	\$250,000														
Allowance Expenditures Prior to this Authorization	\$75,236														
Allowance Balance Prior to this Authorization	\$174,764														
Allowance Sum will be decreased by this Authorization	\$2,332														
New Owner's Contingency Balance	\$172,432														
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													
City Manager Comments: As recommended by the Parks and Recreation Director, deny the request to use the Contingency Fund and direct the architect to cover the expense due to the omission in the design.															
Staff Recommendation: Staff recommends disapproval of the request to use the Contingency Fund and direct the architect to cover the expense due to the omission in the design.															
Attachments, if any: AEA 008 - CPs 017															

Responsibilities upon Approval:
--

Contingency Allowance Expenditure Authorization

Project: City of Weslaco New Police Department with Municipal and
Judicial Court

Authorization No.

8

ERO Project No.: 19087.01

Date:

01/04/23

To : Gerlach Builders, LLC dba Wil-Con
918 Big Horn Drive
Edinburg, Texas 78504

Attention: Shawn Gerlach, President

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the contract amount.

Description of Work:

Allowance Expenditure issued for work indicated below as submitted by Gerlach Builders, LLC for the New City of Weslaco Police Station:

1.) Change Proposal No. 017: RFI 18 Exhaust Fans not on plans. \$2,332.00

AEA 08 will decrease Owner's Contingency \$2,332.00

Original Owner's Contingency Sum	\$250,000.00
Allowance Expenditures Prior to this Authorization	\$75,236.00
Allowance Balance Prior to this Authorization	\$174,764.00
Allowance Sum will be decreased by this Authorization	\$2,332.00
New Owner's Contingency Balance	\$172,432.00

This Allowance Expenditure represents adjustments to the Allowance Balance as noted above and described herein.

Accepted and agreed to by:

Gerlach Builders, LLC

Signature

Date

ERO Architects, L.L.P

Signature

Date

Accepted and agreed to on behalf on City of Weslaco:

City of Weslaco

Signature

Date



AIA[®] Document G709[™] – 2018

Proposal Request

PROJECT: *(name and address)*
City of Weslaco New Police Department
with Municipal and Judicial Court
300 S. Bridge Ave.
Weslaco, Texas 78596

CONTRACT INFORMATION:
Contract For: General Construction

Architect's Project Number: 19087.01
Proposal Request Number: 008

Date: September 29, 2021

Proposal Request Date: December 22,
2022

OWNER: *(name and address)*
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

ARCHITECT: *(name and address)*
ERO Architects
P.O. Box 720428
McAllen, Texas 78504

CONTRACTOR: *(name and address)*
Gerlach Builders, LLC dba Wil-Con
918 Big Horn Drive
Edinburg, Texas 78504

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Seven (7) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

PR #008 has been issued as a response to RFI 18.

EF-1 (as submitted) was verified and it has extra capacity to handle the additional 75 CFM for Restroom A131.

Drawing MH101 - issued with PR 008 to show the new 6" round exhaust duct routed over to Staff Restroom A131 with a Type 'H' air device balanced to 75CFM. Tap the new 6" round duct into the 8/8 duct riser up to EF-1.

Drawing MH601 - issued to show new CFM value and RPM value for EF-1 (for test & balance reference only).

Attachments: MH101 & MH601

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Juan Cantu, AIA, Assoc. Principal

PRINTED NAME AND TITLE

Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

1083-City of Weslaco PSB Police Station with Municipal CProject # 1083

Gerlach Builders, LLC

300 S. Bridge Ave

Tel: (956) 781-9781

Fax: (956) 290-8359

Weslaco, Texas 78596

Change Order Request: 017

Date: 12/26/2022

To:

ERO Architects

From:

Airika Stevens

Gerlach Builders, LLC

PO Box 4352

McAllen, TX 78502

Description

Category

Status

PR#008- RFI 18 Exhaust Fan not on plans

Direct Cost

Pending

Reference

Required By

Days Req

Amt Req

1/2/2023

5

2,332.00

Notes

PCO No

Date

Reference

Amt Prop

Days Req

Category

Reason

Description

Notes

025

12/26/2022

2,332.00

5

Change Order

Direct Costs

PR#008- RFI 18 Exhaust Fan not on plans

Item No

Item Description

Amt Prop Reference

001

PR#008- RFI 18 Exhaust Fan not on plans

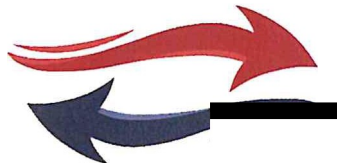
2,332.00

Approved By:

Signature

Name

Date



WAC

Weslaco Air Conditioning

4501 N MILE 4 W
WESLACO, TEXAS 78599
956-532-7471
EMAIL: WAC@WESLACOAC.COM

CHANGE ORDER

DATE December 26, 2022
Change Order# 2
Per PR# 008

Project Name: **City of Weslaco New Police Department with
Municipal and Judicial Court**

Gerlach Builders, LLC dba WIL-CON
918 Big Horn Drive
Edinburg, Texas 78502
Phone: 956-781-9781

Prepared by: JUAN ESTRADA

Description of Change Order - Weslaco PSB Police Station:	AMOUNT
Airika:	
The following cost breakdown is per Proposal Request No. 008 .	
6" spiral pipe, manual damper and grill	\$ 1,500.00
Excludes insulation	
Lift	\$ 520.00
Administration fee	\$ 100.00
Profit:	\$ 212.00
TOTAL	\$ 2,332.00

Change Order Cost will be: \$2,332.00

Original Contract Exclusion Apply. Please allow three (3) weeks of delivery of material from sign change order, before installation begins.

Request for Information 018

Detailed, RFIs Grouped by RFI Number

1083-City of Weslaco PSB Police Station with MunProject # 1083

300 S. Bridge Ave
Weslaco, Texas 78596

Tel: (956) 781-9781 Fax: (956) 290-8359

Gerlach Builders, LLC

RFI #: 018 **Date Created: 12/14/2022**

Answer Company	Answered By	Author Company	Authored By
ERO International, LLP 300 South 8th Street McAllen, Texas 78501	Albert Chronis	Gerlach Builders, LLC PO Box 4352 McAllen, TX 78502	Frank Mina

Co-Respondent	Author RFI Number
---------------	-------------------

Subject	Discipline	Category
Staff A131	Mechanical	Specification Clarification

Cc:	Company Name	Contact Name	Copies	Notes
-----	--------------	--------------	--------	-------

Question **Date Required: 12/21/2022**

Please be advised that Staff Restroom A131 does not have an Exhaust Fan. Sheet MH101 does not show one. Please advise.

Suggestion

Answer **Date Answered:**

PR #008 has been issued as a response to RFI 18.

EF-1 (as submitted) was verified and it has extra capacity to handle the additional 75 CFM for Restroom A131.

Drawing MH101 - Issued with PR008 to show the new 6" round exhaust duct routed over to Staff Restroom A131 with a Type 'H' air device balanced to 75CFM. Tap the new 6" round duct into the 8/8 duct riser up to EF-1.

Drawing MH601 - Issued to show new CFM value and RPM value for EF-1 (For test & balance reference only).

02/10/2022 1:29:37 AM
B:\260711\1887 - City of Weslaco - MEP - WESLACO POLICE STATION.rvt
REF:1 MH102

GENERAL NOTES

- A. REFER TO SHEET MH001 FOR MECHANICAL GENERAL NOTES.



300 S. 8th Street, McAllen, Tx 78501
T 956-661-0400 | goero.com



5000 West Military, Suite 100
McAllen, TX 78503-7446
(956) 664-0286
TBPE FIRM #F3-12

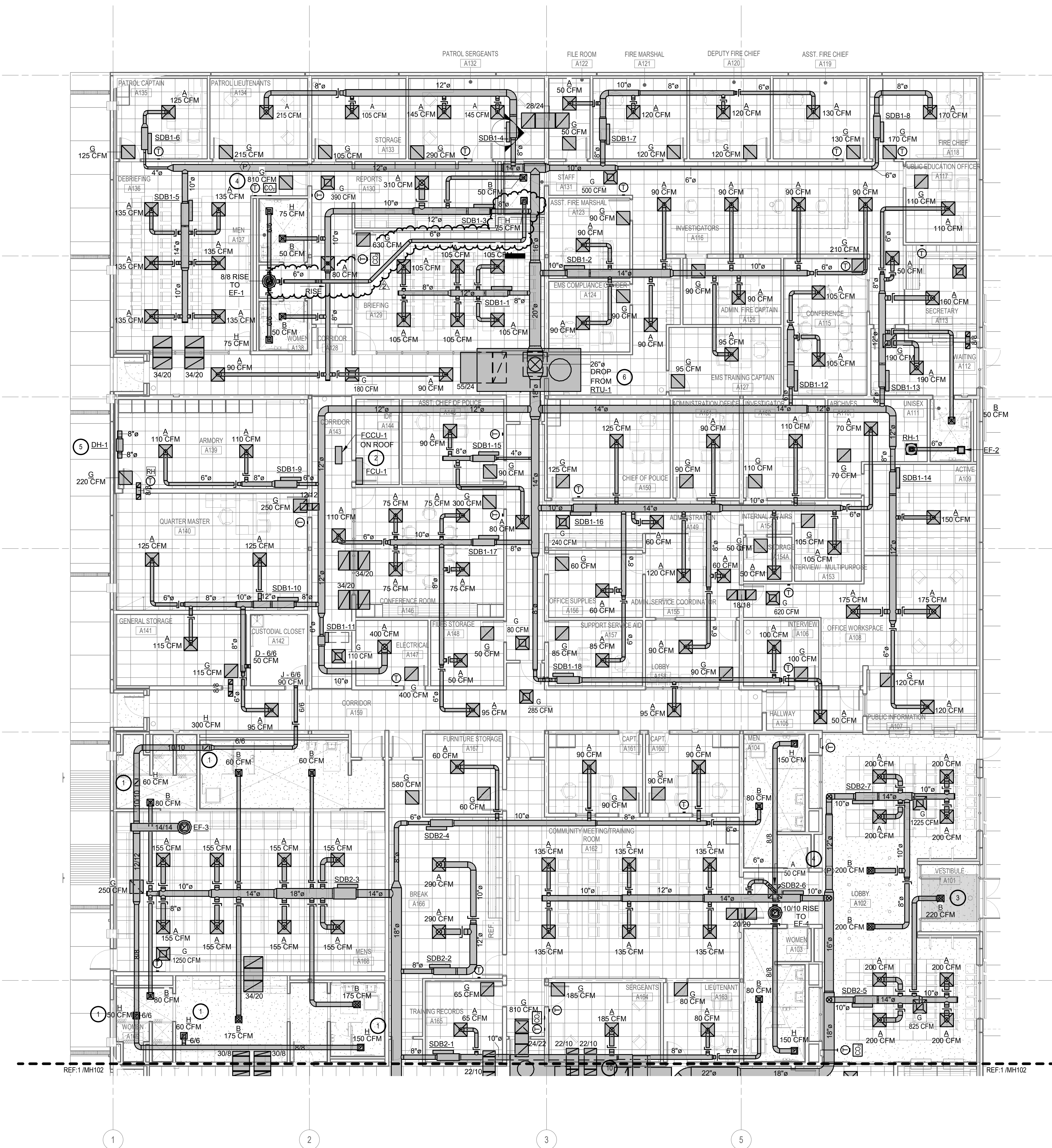


KEY NOTES : Ⓢ

1. PROVIDE AND INSTALL OPPOSED BLADE BALANCING DAMPER IN DUCT RISE ACCESSIBLE BY REMOVING GRILLE.
2. CONTRACTOR SHALL FIELD COORDINATE CRAC EQUIPMENT WITH THE FINAL LOCATION OF COMMUNICATION RACKS IN MDF AND IDF ROOMS. NO REFRIGERANT LINES, SPRINKLER SYSTEM LINES, OR PLUMBING LINES SHALL RUN IMMEDIATELY ABOVE THE COMMUNICATION RACKS. DDC CONTRACTOR TO PROVIDE TEMPERATURE SENSOR TO ALARM AT HIGH TEMP FOR CRAC.
3. COORDINATE COLOR OF AIR DEVICE WITH ARCHITECT TO MATCH WALL TYPE AND/OR CEILING TYPE.
4. DUCT MOUNTED STATIC PRESSURE SENSOR.
5. MOUNT DEHUMIDIFIER WITHIN SPACE.
6. PROVIDE DUCT SMOKE DETECTORS ON SUPPLY AND RETURN DUCT. REFER TO FIRE ALARM SHEETS.

CITY OF WESLACO POLICE STATION

CITY OF WESLACO
302 S. BRIDGE AVE. WESLACO, TX 78596





Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6189											
From: OMAR RODRIGUEZ													
Subject: Discussion and consideration to approve Contingency Allowance Expenditure Authorization No. 4 New Downtown Firestation No. 2 request for Change Order No. 17 AIRVAC911 Control Panel Setup in an amount not to exceed \$7,850 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)													
Background: The AIRVAC911 Control Panel Setup was not included in the original MEP design. This system controls the CO2 exhaust levels in the vehicle bay of the building and automatically evacuates the air to normal levels. The panel, conduits, wiring to control system were not included in the design which is required for operation. <table> <tr> <td>Original Owner's Contingency Allowance Sum</td> <td>\$80,000.00</td> </tr> <tr> <td>Allowance Expenditures Prior to this Authorization</td> <td>\$70,963.86</td> </tr> <tr> <td>Allowance Balance Prior to this Authorization</td> <td>\$9,036.14</td> </tr> <tr> <td>Allowance Sum will be decreased by this Authorization</td> <td>\$7,850.00</td> </tr> <tr> <td>New Owner's Contingency Allowance Balance</td> <td>\$1,186.14</td> </tr> </table>				Original Owner's Contingency Allowance Sum	\$80,000.00	Allowance Expenditures Prior to this Authorization	\$70,963.86	Allowance Balance Prior to this Authorization	\$9,036.14	Allowance Sum will be decreased by this Authorization	\$7,850.00	New Owner's Contingency Allowance Balance	\$1,186.14
Original Owner's Contingency Allowance Sum	\$80,000.00												
Allowance Expenditures Prior to this Authorization	\$70,963.86												
Allowance Balance Prior to this Authorization	\$9,036.14												
Allowance Sum will be decreased by this Authorization	\$7,850.00												
New Owner's Contingency Allowance Balance	\$1,186.14												
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											
Martin Garza		New											
City Manager Comments: As recommended by the Parks and Recreation Director, deny the request to use the Contingency Fund and direct the architect to cover the expense due to the omission in design.													
Staff Recommendation: Staff recommends disapproval of the request to use the Contingency Fund and direct the architect to cover the expense due to the omission in design.													
Attachments, if any: AEA 004 - CP 017R													
Responsibilities upon Approval:													



Contingency Allowance Expenditure Authorization

Project: City of Weslaco PSB Fire Department Station No. 2 Authorization No. 4
ERO Project No.: 19087 Date: 01/03/23

To : Tri-Gen Construction, LLC
2900 N. Texas Blvd., Ste. 201
Weslaco, Texas 78599
Attention: Connie Bearden, Project Manager

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the contract amount.

Description of Work:

Allowance Expenditure issued for the work indicated below as submitted by Tri-Gen Construction, LLC for the City of Weslaco PSB Fire Department Station No. 2

1.) RCO No. 017: AIRVAC911 - Control Panel Setup - Option 1 (Less expensive route.)	\$7,850.00
AEA 04 will decrease Owner's Contingency Allowance	\$7,850.00

Original Owner's Contingency Allowance Sum	\$80,000.00
Allowance Expenditures Prior to this Authorization	\$70,963.86
Allowance Balance Prior to this Authorization	\$9,036.14
Allowance Sum will be decreased by this Authorization	\$7,850.00
New Owner's Contingency Allowance Balance	\$1,186.14

This Allowance Expenditure represents adjustments to the Allowance Balance as noted above and described herein.

Accepted and agreed to by:

Tri-Gen Construction, LLC

Signature

Date

ERO Architects

Signature

Date

Accepted and agreed to on behalf on City of Weslaco:

CITY OF WESLACO

Signature

Date



Revised

Request for Change Order

NO. **17**

Project#: 52119 Weslaco Fire Station #2

Date: 12/12/22

DATE QUOTED: 12/7/2022

TO: City of Weslaco
255 S. Kansas Ave
Weslaco, TX 78596

ARCH. PROJECT NO.

RETURN BY: 12/12/22

EXPIRATION DATE:

REQUESTED EXTENSION
OF TIME IN DAYS: Add 10 Days

OUR JOB#: 52119

DESCRIPTION:

AIRVAC911- Control Panel Setup - Option 1 (Less expensive route)

SUBCONTRACTORS / VENDORS

SUB / VENDOR WORK DESCRIPTION

AMOUNT:

Blue Electric and Daughter, Inc.	Electrical Labor	\$6,250.00
Blue Electric and Daughter, Inc.	Electrical Materials	\$1,600.00
Tri-Gen Construction LLC	GC MarkUp	\$0.00
Blue Electric and Daughter, Inc.	10 days labor from delivery of materials	\$0.00

APPROVAL

ARCH: _____
DATE: _____
OWNER: _____
DATE: _____

SUBTOTAL: \$7,850.00

FEE PERCENT: 0.00% \$0.00

OVERHEAD: 0.00% \$0.00

BOND: 0.00% \$0.00

0.00% \$0.00

0.00% \$0.00

TOTAL REQUEST AMOUNT: \$7,850.00

DISTRIBUTION

TRI-GEN CONSTRUCTION, LLC

Signed By: _____

Connie Bearden, Project Manager

Date: _____



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2022-6179	
From: OMAR RODRIGUEZ			
Subject: Discussion and consideration on the renewal of the lease agreement with Weslaco Little League for use of Isaac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2, Field #3, Field #4 and the Concession Stands effective February 1, 2023 through July 31, 2023 and authorize the Mayor to execute any related documents. Possible action. (Requested by Weslaco Little League.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU OMAR RODRIGUEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by the Parks & Recreation Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: LITTLE LEAGUE LEASE 2023			
Responsibilities upon Approval:			

8. The "LEAGUE" shall endeavor to assist the "CITY" in providing a safe and clean complex for all participants, spectators and visitors.
9. There shall be no parking of automobiles or other vehicles in any area other than areas designated for such purpose by "CITY".
10. The "LEAGUE" will provide "CITY" an accounting of all monies collected in registration fees and all concession stand revenue and expenses. The accounting will be due on August 31, 2022 and must be prepared in a form and manner acceptable to "CITY".
11. The "LEAGUE" is responsible for scheduling all games and providing adult supervision at all "LEAGUE" activities.
12. The "CITY" shall have the right to decide when the baseball fields are unplayable due to current or anticipated weather conditions.
13. The "LEAGUE" will file with the "CITY'S" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquires to the proper authorities regarding all "LEAGUE" activities.
14. The "LEAGUE" shall immediately report all needed repairs or potential hazards on lease premises to the "CITY'S" Parks and Recreation Department. However, the reporting of these hazards does not in any way, shape or form make the "CITY" liable for any injuries or damages resulting from said hazards.
15. The "CITY" will maintain the baseball fields including mowing and paint marking with assistance from the "LEAGUE" when possible. Maintenance scheduling will be determined by "CITY" upon advanced written notice of "LEAGUE" activities.
16. The "CITY" is under no obligation and undertakes no responsibility to obtain sponsors for "LEAGUE" activities.
17. "CITY" employees will not be allowed to participate in "LEAGUE" activities as Officers, Board Members or in any other official capacity.
18. The "LEAGUE" affirms that the person signing on behalf of the "LEAGUE" is authorized to execute this lease agreement with the "CITY".
19. The "CITY" has the right to terminate this lease agreement without cause by providing thirty (30) days written notice of the termination to the "LEAGUE" by personal or certified mail delivery to the person signing this agreement on behalf of "LEAGUE".
20. The "CITY" shall have one (1) weekend a month to host any functions it chooses at Isaac Rodriguez Park or Harlon Block Park Complex during the lease term. Notice will be given one (1) month in advance of function dates.
21. The "CITY" may at any time may request an audit or accounting or production of financial reports in a form and manner acceptable to "CITY". Failure to so upon timely request will result in an automatic termination of this agreement.

In **WITNESS WHEREOF**, the undersigned hereby execute this lease agreement as of the day and year first above written.

ATTEST:

CITY OF WESLACO

Norma A. Cantu, **City Secretary**

David Suarez, **Mayor**

APPROVED AS TO FORM:

WESLACO LITTLE LEAGUE

Juan E. Gonzalez, **City Attorney**

Andy Arredondo, **President**



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6209	
From:			
Subject: Discussion and consideration to purchase headworks equipment for the South Wastewater Treatment Plant from sole source vendor, Huber Technology in the amount not to exceed \$153,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Inframark.)			
Background: Headworks Equipment: current headworks has been inoperable for a long time. Equipment is needed to be able to catch all debris and rags before entering the facility; therefore, helping to protect other equipment from damage. This equipment has also been noted during TCEQ investigations for failure to have all equipment operable.			
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):			
SONIA FLORES Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the Finance Department.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: Quote and Sole Source-Hubner			
Responsibilities upon Approval:			

BUDGET PROPOSAL



Weslaco - South Plant, TX

Equipment:

HUBER Fine Screen ROTAMAT® Ro1 1200/6

Represented by:

Environmental Improvements

Kimon J. Lymberry

(713) 461-1111

Kimon@EI2Hou.com

Regional Sales Director:

Johan van Ettekoven

704-990-2442

Johan.vanEttekoven@hhusa.net

Project Number: 349792

Revision: 1

2022

HUBER Technology, Inc.

1009 Airlie Pkwy, Denver, NC 28037

704-949-1010 | www.HUBER-technology.com

3120

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Design Information

Technical Data		
Peak Waste Water Design Flow	6.4	MGD
Max Clear Water Flow Capacity	7.3	MGD
TSS Concentration	350	mg/L
Maximum Upstream Water Level	24.4	inch
Screen Type	Bar	-
Screen Basket Spacing	6	mm
Screen Basket Diameter	1200	mm
Screen Width Required	48	inch
Installation type	Channel	-
Screen Angle	35	°
Wash Water Pressure	75	psi
Wash Water Consumption	62	gpm

Equipment Details

Model	HUBER Fine Screen ROTAMAT® Ro1 1200/6
Quantity	1
Material	304L stainless steel construction; pickled and passivated in acid bath
Screen Design	Bar and rake screen; including shafted screw with integrated maintenance free bearing and inclined auger tube
Screenings Wash	One (1) solenoid valves for screenings wash, 1-inch, 120 VAC, 2-way, Class 1 Division 1, Brass body
Spray Bar	One (1) solenoid valves for spraybar wash, 1-inch, 120 VAC, 2-way, Class 1 Division 1, Brass body
Press Zone	One (1) solenoid valves for compaction wash, 1-inch, 120 VAC, 2-way, Class 1 Division 1, Brass body
Motor Data	2 HP, 480 VAC, 3ph, 60 Hz, S.F. 1.15, Class 1 Division 1
Supports	304L Stainless Steel Construction
Anchor Bolts	M12, 316L, Included

Control Details

One (1) Main Control Panel	
Enclosure	NEMA 4X, Stainless Steel
PLC	Allen Bradley MicroLogix
HMI	Allen Bradley PanelView Plus 800
Pre-programmed and Factory Tested	

Pricing

Equipment	Model	Quantity	Pricing
HUBER Fine Screen	ROTAMAT® Ro1 1200/6	1	Included
HUBER Control Panel	HUBER Standard	1	Included
Freight and Startup Services	Standard HUBER Start-up Services	2 days, 1 trip	Included
TOTAL:			\$153,000.00

Standard delivery is 22-30 weeks from approval of submittals.

Thank you for your interest in HUBER Technology, Inc. If you have any questions, please do not hesitate to contact our Regional Sales Director or our local sales representative.

This proposal has been reviewed for accuracy and approved for issue by: SJ

Notes and Technical Clarifications

1. Equipment specification and drawings are available upon request.
2. If there are site-specific hydraulic constraints that must be applied, please consult the manufacturer's representative to ensure compatibility with the proposed system.
3. Electrical motor disconnects required per local NEC code are not included in this proposal.
4. All electrical interconnections, motor disconnects, wirings, junction boxes, and terminations between the equipment and electrical components are to be provided by installing contractor.
5. HUBER Technology warrants all components of the system against faulty workmanship and materials for a period of 12 months from date of start-up or 18 months after shipment, whichever occurs first.
6. Budget estimate is based on Huber Technology's standard Terms & Conditions and is quoted in US dollars unless otherwise stated.
7. Equipment recommendations are based on information provided to Huber Technology. Subsequent information which differs from what has been provided may alter the equipment recommendation.
8. Any item not specifically listed is not considered part of this scope of supply. Please contact the HUBER Technology representative listed for further clarification.
9. HUBER will ship all equipment to site inside of 20', 40' or 40'OT ocean containers as deemed appropriate by our factory. HUBER will not ship any equipment on flatbed truck. Flatbed truck shipping means that the equipment would need to be transferred at port from factory packaged containers to the flatbed. This process is out of HUBER's control and it is our experience that equipment always gets damaged during this process.
10. Equipment that is broken out in "Pricing" tab are only valid when packaged together.
11. All piping to and from the equipment is to be supplied by the installing contractor.

December 13, 2022

Subject: Sole Source Letter

City of Weslaco, TX:

This letter serves as a sole source document for products manufactured by Huber SE, HydroPress Huber AB and Huber Picatech AG.

Huber Technology, Inc. based in Denver, NC is the only vendor of ROTOMAT RO1® and parts for the ROTOMAT RO1®.

Replacements parts for the ROTOMAT RO1® manufactured by Huber SE are unique in design based on more than 20 years of application experience. Material selection is critical for the life expectancy of these parts and your ROTOMAT RO1®. The proper parts design and parts manufacture ensures the lowest possible life-cycle cost for your ROTOMAT RO1®.

Huber Technology Inc. is a subsidiary of the original manufacturer, Huber SE and the only source for the parts in the United States and Canada. Any warranty on your ROTOMAT RO1® is void if non-factory parts are used.

Environmental Improvements, Inc. (EI2) is Huber Technology, Inc.'s independent representative in Texas and Oklahoma. EI2 possesses the technical expertise and service capabilities to address concerns from the customer regarding their ROTOMAT RO1®, Huber Technology, Inc. offers.

To the best of our knowledge, no other vendor manufactures and distributes these or similar items. In addition to supplying spare parts for your ROTOMAT RO1®, Huber Technology, Inc. also offers full service and repair services for your ROTOMAT RO1®.

Please let me know should you need further details.

Yours faithfully,

Simon Randle
Simon Randle
National Sales Director



Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6210	
From:			
Subject: Discussion and consideration to purchase a Return Activated Sludge (RAS) pump station for the North Wastewater Treatment Plant under BuyBoard contract #672-22 from Austin Armature Works in the amount not to exceed \$97,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Inframark.)			
Background: Return Activated Sludge (RAS) Station: currently the system is operating with two bypass pumps with hoses. The three pumps would bring this station back to its original design of having three dry pit submersible pumps. The Variable Frequency Drive (VFD) would allow for the pumps to accelerate or decelerate depending on flow and clarifier sludge blanket.			
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):			
SONIA FLORES Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by the Finance Department.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Quote BuyBoard - Dynamic Pump, AAW dba Dynamic Pump Systems W9, North RAS Station			
Responsibilities upon Approval:			



**Dynamic
Pump
Systems**

A division of AAW

Engineered Product Solutions 496 Commercial Dr., Buda, Texas 78610 * Office: 512-312-0088 * Fax: 512-312-0988

To: INFRAMARK WWTP WESLACO

Attn: Lucio Garza

Project: RAS Station

Engineer:

DPS Rep: JERRY OCHOA

Date: **01-06-2023**

Quote Number: **JO-008-23**

We propose to supply the following equipment for this project, subject to review and possible changes.
The price is firm for 30 days and subject to change thereafter.

Quote is to provide 3- Barnes Envie Chopper pumps model 6ESCDK100N6, 6-inch discharge, hydraulic series DK, 10 HP, 1150 rpm, 460 volts, 3 phase, impeller trimmed to 250mm, Impeller Material Ductile Iron, Carbon / Ceramic Upper, Sil Car / Sil Car Lower seal, Explosion Proof = N

Will include 50ft power cord, with seal and temp relay, pump stand with suction elbow.

WEG VFDCFW500 IP66 With Disconnect CFW500B24P0T4DB66DSG2 for 10 hp 460volt 3 ph. Pump conditions are 1000gpm @ 15 ft.

Does not include installation of pumps and VFD's

Buy Board number 672-22

TOTAL \$ 97,000.00

Please allow for Freight

ALLOW 8-10-week estimated DELIVERY

Submitted by,

Jerry Ochoa

JERRY.OCHOA@DYNAMIC PUMPSYSTEMS.COM

CELL# 956-249-1448

The equipment quoted is FOB our Buda, Texas warehouse. Submittals can typically be furnished approximately 4 to 8 weeks after receiving an acceptable purchase order. Price includes standard factory warranty which includes defective parts and workmanship for one year from date of start-up, beneficial use by owner not to exceed 18 months from last invoice. Warranty does not cover the removal, transportation, re-installation or crane service. Closest point for warranty repair is our facility in Buda, Tx. Price is firm for 30 days from date of quote. Price beyond 30 days of the quote date will be subject to price increase based on current material prices.

Notes/Exceptions:

Unless specifically described and listed in this proposal, Dynamic Pump Systems a Division of Austin Armature Works has not included any other quantities, items, additional labor, crane services or general services. Equipment and items quoted are of Mfg. standard construction unless otherwise noted. Any sale of goods is based on our "Standard Terms & Conditions of Sales", copy of available upon request. Proposal is limited to only the items and quantities listed. Installation is Not included for any items quoted unless specifically noted per each item as "Installation Labor included" per item. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal. Any order cancellations must be in writing and all cost are the responsibility of client.

Terms are Net 30 days, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. DPS will furnish Insurance Certificate upon request. The above quotation is subject to DPS's standard conditions of sale and any parties' acceptance to purchase items & cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between DPS & other parties, unless specifically noted otherwise by DPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless revised written proposal provided. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.

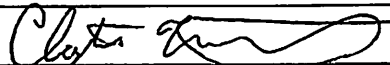
Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Austin Armature Works, LP		
	2 Business name/disregarded entity name, if different from above dba Dynamic Pump Systems		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 496 Commercial Drive 6 City, state, and ZIP code Buda, Texas, 78610 7 List account number(s) here (optional)		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number [][]-[][]-[][][][][][][] or Employer identification number 7 4 - 0 7 3 1 3 4 8
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here Signature of U.S. person ► 	Date ► 01-21-2020

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.





Standardized Agenda Request Form

Date of Meeting: January 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6223	
From:			
Subject: Discussion and consideration to purchase and replace a portable diesel pump utilized for emergencies at all facilities and all lift stations under BuyBoard contract #672-22 from Precision Pump System in the amount not to exceed \$64,926 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Inframark.)			
Background: Portable Diesel Pump: the current pump has been deemed unrepairable. Portable Pump is needed for emergency at all facilities and lift stations, serves as a backup to be able to work on other equipment, and during power outages			
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 Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by Inframark.			
Staff Recommendation:			
Attachments, if any: Quote BuyBoard - Precision Pump, Portable Pump			
Responsibilities upon Approval:			



PRECISION PUMP SYSTEMS
3908 East Richardson Edinburg TX 78542 Phone:
956-378-9270



BuyBoard Contract # 672-22

Attn: INFRAMARK WESLACO

Date: 12/07/2022

Project: 6" DIESEL DRIVEN

Contact: LUCIO

PD221218

Page: 1 of 1

Pursuant to your inquiry as referenced above, we are pleased to submit our proposal for your kind consideration. We appreciate your confidence in Precision Pump Systems (PPS) to supply the best equipment and service available in the industry today.

Equipment Scope & Services Included – GORMAN RUPP DIESEL DRIVEN T6 MODEL :T6A60S-
4LE2X FT4 INCLUDES PUMP, TRAILER , BATTERY, SUCTION (25FT) AND DISCHARGE (50FT)
HOSES AND FLOAT SYSTEM AND ALL FITTINGS

Net Price: \$ 64,926.60

Freight Included

NOTES/EXCEPTIONS:

Unless specifically mentioned in this proposal for inclusion with proposed items, PPS has not included any other items or services. Items quoted are standard construction and paint unless otherwise noted. Motors sent in for rebuild that are "Listed Motors" i.e. UL, FM, etc. will not be re-certified unless specifically stated at time of repair. Any sale of goods is based on our "Standard Terms & Conditions of Sales", request copy if needed. Proposal is limited to the items and quantities listed. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal.

The equipment is quoted with freight allowed to the jobsite. Current estimated delivery of items is running approximately _____ weeks after receipt of approved submittal drawings. Please note lead time is estimated at time of quote and may differ at time of order. Submittals can be furnished approximately _____ weeks after receiving acceptable purchase order. Quote is valid for 60 days from original date.

We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call.

Sincerely,
Priscilla Dominguez
Outside Sales

PRECISION PUMP SYSTEMS
M: 956.578.1053
pdominguez@precisionpumpsystems.com



Odessa
PUMPS

20008743