



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JULY 18, 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, July 18, 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. Roll Call.
- E. Mayoral Recognition.

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. Human Resources - 2023 Workplace Safety Dividend Check Earned
- B. Inframark.
- C. Animal Care Services.

IV. PUBLIC HEARING

- A. To solicit input on behalf of Peruvian Alliance, LLC. to rezone 820 N International also being 6.764 acres out of Farm Tract 1029, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from I Industrial District to R-2 Duplex and Apartment District.
- B. To solicit input on behalf of Ronnie Cruz to rezone 635 S Airport Dr. also being 0.50 acre being West Tract E 117'- W470'-N187'-S907" out of Farm Tract 701, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartment District to B-1 Neighborhood Business District.
- C. To solicit input on behalf of Roadhouse Enterprises, Inc. to approve a Conditional Use Permit to obtain a On-premise mixed beverage, Food and Beverage and Late Hours Certificate at 626 E IH 2, also being Lot 1, Replat of Lots 4, 7 and 8 Shops at N. Bridge Subdivision, Weslaco, Hidalgo County, Texas.
- D. To solicit input on behalf of Mario Mendiola to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit at 400 S Kansas Ave. also being Lot 1-6, Block 33, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, 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 Special Meeting on July 3, 2023 (Staffed by City Secretary's Department.) Attachment.
- B. Approval of Resolution 2023-44 supporting the efforts of the Lower Rio Grande Valley Development Council for Mexico to comply with the terms of the 1944 Treaty and authorize the Mayor to execute any related documents. (Staffed by City Manager.) Attachment.
- C. Approval to authorize staff to solicit RFP No.: 2022-23-21 for the Renovation and Expansion of Fire Station No. 3 and authorize the Mayor to execute any related documents. (Staffed by Asst. City Manager)
- D. Approval for staff to solicit Request for Qualifications (RFQ) for Architectural/Engineering Design Services for the new hangar at Weslaco Mid Valley Airport and authorize the Mayor to execute any related documents. (Staffed by Airport Department.) Attachment.

VI. APPOINTMENTS

- A. Discussion and consideration on Resolution 2023-45 appointing a member to the

Parks and Recreation Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment.

VII. NEW BUSINESS

- A. Discussion and consideration to approve the solicitation of statements of qualifications from qualified engineers for the development of plans and grant application for the proposed drainage regional detention facility at Harlon Block Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.) Attachment.
- B. Discussion and consideration to approve the Buyout of Service Agreement between the City of Weslaco and North Alamo Water Supply Company (NAWSC) for Heron's Landing Subdivision and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)
- C. Discussion and consideration after public hearing on behalf of Peruvian Alliance, LLC. on Ordinance 2023-30 to rezone 820 N International also being 6.764 acres out of Farm Tract 1029, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from I Industrial District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-30. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- D. Discussion and consideration after public hearing on behalf of Ronnie Cruz on Ordinance 2023-31 to rezone 635 S Airport Dr. also being 0.50 acre being West Tract E 117'- W470'-N187'-S907" out of Farm Tract 701, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartment District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-31. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- E. Discussion and consideration after public hearing on behalf of Roadhouse Enterprises, Inc. to approve a Conditional Use Permit to obtain a On-premise mixed beverage, Food and Beverage and Late Hours Certificate at 626 E IH 2, also being Lot 1, Replat of Lots 4, 7 and 8 Shops at N. Bridge Subdivision, 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 after public hearing on behalf of Mario Mendiola to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On-Premise Permit at 400 S Kansas Ave. also being Lot 1-6, Block 33, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas 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 Monte Cielo Subdivision Phase I being 33.97-acres out of Farm Tract 214, West Tract Subdivision out of Llano Grande Grant, Weslaco, Hidalgo County, Texas. Located approximately 2,500 ft. south of Mile 10 North on the east side of Mile 6 ½ West 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 Rio Meadows Subdivision being 20.3 acre out of Farm Tract 625, and 626, Block 178, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 1,400 ft south of E Business 83 on the east side of Midway St. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- I. Discussion and consideration on amending the Weslaco Chamber of Commerce Lease agreement and authorize the Mayor to execute any related documents. Possible action. (Staffed by Assistant City Manager.) Attachment.
- J. Discussion and consideration to accept or reject Bid RFB: 2022-23-16 for the sale of various properties to the most advantageous respondent and authorize the Mayor to execute any related documents. Possible action. (Staffed by Assistant City Manager.) Attachment.
- K. Discussion and consideration to amend the Additional and Supplemental Services Agreement with Boltinghouse Simpson Gates for the Mayor Joe V. Sanchez Public Library Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Assistant City Manager.) Attachment.
- L. Discussion and consideration to authorize staff to solicit Request for Proposals for the application, management, preparation, project implementation, planning services and submission requirements associated with the approval of a Hazardous Mitigation Planning Grant and Plan Development and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.) Attachment.
- M. Discussion and consideration to authorize staff to cancel an order with Trafficware, LLC and approve the purchase two (2) traffic cabinets in the amount of \$31,200 plus shipping, from Texas Highway Products, LTD and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- N. Discussion and consideration on the purchase of a Motorola Solutions 4RE Watchguard System to be used for interview/interrogation rooms in the new police department for the amount of \$52,097.53 BuyBoard Contract 2171265 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.) Attachment.
- O. Discussion and consideration to approve a contract with Sam Garcia Architect, LLC

in consideration of RFQ No.: 2022-23-07 Architectural/Engineering Design Services for a New Municipal Swimming Pool and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.

- P. Discussion and consideration to ratify Allowance Expenditure Authorization No. 12 as approved by the Mayor to install an additional electrical circuit in the Juvenile Processing area A202 at the New Police Department with Municipal Court for an amount not to exceed \$1,090 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment.
- Q. Discussion and consideration to solicit Request for Qualifications (RFQ) for Engineering Consulting Services to develop scope of work and preparations for construction documents for the necessary repairs to the North Wastewater Treatment Plant and authorize the Mayor to execute any related documents. (Staffed by the Engineering Department.) Attachment.

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) FY October 1, 2022 – September 30, 2025 as authorized by section §551.071 of the Texas

Government Code.

- C. Legal Consultation - Consultation with City Attorney regarding lawsuit styled C-1678-22-A Christopher De Leon Aircraft Maintenance Professional vs. City of Weslaco and Andrew Muñoz, individually as authorized by section §551.071 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding the contract with Construct-Ability LLC as authorized by section §551.071 of the Texas Government Code.
- F. Real property - Consultation with the City Attorney regarding the purchase, exchange, lease or value of real property legally described as Lot 5, Block 43, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas as authorized by Section 551.072 of the Texas Government Code.
- G. Real Property - Consultation with the City Attorney regarding the purchase, exchange, lease or value of real property legally described as Lots 18, 19, 20, 21 & 22, Block 42, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas as authorized by Section 551.072 of the Texas Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 14th day of July 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: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2022-6101	
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: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Manuel Portillo, The Way of the Redeemed Church will lead the invocation. C. Mayor will lead the Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge and Mission 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: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6723	
From:			
Subject: Human Resources - 2023 Workplace Safety Dividend Check Earned			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Luz Galindo Luz Galindo Martin Garza		Created	
City Manager Comments: Approve acknowledgement of dividend check.			
Staff Recommendation:			
Attachments, if any: Memo, DIVIDEND CHECK LETTER FY 21-22, DIVIDEND CHECK FY 21-22			
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

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: July 14, 2023

TO: Mayor and City Commission

CC: Martin Garza, City Manager

FROM: Luz Galindo, Human Resources Director

SUBJECT: 2023 Workplace Safety Dividend Check

This is the 2nd year the city receives a dividend check from Texas Mutual for our commitment to Workplace Safety. This year's dividend check is for \$46,517.33 compared to last year at \$36,739.41.

Loss Control Report as of 07/03/2023

FY 22-23 shows a total of 68 claims thus far with total cost incurred of \$58,294.05 compared to FY ending 21-22 at \$131,295.24 (81 claims).

Indemnity (payments for loss wages) paid for FY 22-23 thus far is \$4,608.47 compared to FY 21-22 at \$36,228.80.

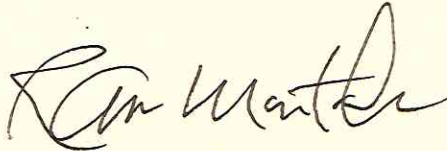
Medical payments for FY 22-23 are currently at \$25,979.25 compared to FY 21-22 at \$44,339.39.

Villafranca Consulting provides the city with Loss Control & Risk Management Services and this year they have provided our Public Works Department with Forklift Certification to 55 employees. They continue to conduct spot checks and building assessments annually.

Date: 06/11/2023

To: City of Weslaco

From: Ramon Montalvo III C.I.C.



Re: Workers' Compensation Dividend Policy Year 10/01/2021 – 10/01/2022

Message:

Our agency is pleased to announce that the City of Weslaco has earned a dividend of \$46,517.33. This is based on the Workers' Compensation loss experience in your 2021 – 2022 policy term. This is about \$10,000 more than last year.

- The total incurred claims were at \$131,278.10. The continued low claims are the main reason for the size of this dividend check. The other factor was staying with Texas Mutual and their overall claim experience.
- The city's good management and the continued loss control program through our office has also been a factor in your good loss experience.
- The Year-to-Date losses for 9 months of this policy year is at \$58,287.84. With less than 3 months to go, the city is looking to have another good year with next year's dividend check being even larger.

Thank you for the opportunity to be of continued service.



ALL FORMS OF INSURANCE





June 19, 2023

2023 dividend check enclosed

Dear Policyholder,

Congratulations! You have earned a dividend for your commitment to workplace safety and loyalty to Texas Mutual. Thank you for doing your part to help hardworking Texans get home safely every day.

Your dividend check is enclosed. We encourage you to cash your check and put that dividend to work for your business.

This year, we're paying a record-breaking **\$340 million in dividends**. We've paid dividends to our safety-conscious policyholders for 25 years, bringing the total delivered back to Texas businesses to over **\$4 billion**. This milestone is made possible because of policyholders like you who continue to choose Texas Mutual and make safety a priority. It's just one way that ownership pays at Texas Mutual.

You're an important part of not only our success but Texas' economy, and we're proud to partner with you to keep Texas working safely.

For more information about our dividend program, visit texasmutual.com/ownershippays

Thank you,

A handwritten signature in black ink that reads "Jeanette Ward".

Jeanette Ward
President & CEO





Accounts Payable
2200 Aldrich St
Austin, TX 78723-3474

Bank of America
Wichita Falls, Texas
88-130-1119

06/19/2023 **365785**

\$*****46,517.33

PAY Forty Six Thousand Five Hundred Seventeen and 33/100 Dollars

Dollars

PAY TO THE ORDER OF:

City of Weslaco
255 S KANSAS AVE
WESLACO, TX 78596-6158

Jessica Ward
Randy Johnson

SIGNATURE HAS A COLORED BACKGROUND

TEXAS MUTUAL INSURANCE COMPANY

Handling Code	Payment Date	Check Number	Memo	Payment Amount
Policyholder Dividends - Agt	06-19-2023	365785	20590-0002053107	46,517.33
TOTAL				46,517.33



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6728	
From:			
Subject: Inframark.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Presentation of monthly report.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6727	
From:			
Subject: Animal Care Services.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Presentation of the monthly report.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6706	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Peruvian Alliance, LLC. to rezone 820 N International also being 6.764 acres out of Farm Tract 1029, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from I Industrial District to R-2 Duplex and Apartment District.			
Background: The applicant is requesting to rezone property from I Industrial District to R-2 Duplex and Apartment District. Nine (9) property owners within 200 feet of the applicant's property were notified by letter on June 23, 2023.			
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 June 21, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of July 5, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to solicit 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: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6707	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Ronnie Cruz to rezone 635 S Airport Dr. also being 0.50 acre being West Tract E 117'- W470'-N187'-S907" out of Farm Tract 701, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartment District to B-1 Neighborhood Business District.			
Background: The applicant is requesting to rezone property from R-2 Duplex and Apartment District to B-1 Neighborhood Business District. Five (5) property owners within 200 feet of the applicant's property were notified by letter on June 23, 2023.			
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 June 21, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of July 5, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to solicit 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: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6708	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Roadhouse Enterprises, Inc. to approve a Conditional Use Permit to obtain a On-premise mixed beverage, Food and Beverage and Late Hours Certificate at 626 E IH 2, also being Lot 1, Replat of Lots 4, 7 and 8 Shops at N. Bridge Subdivision, Weslaco, Hidalgo County, Texas.			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a On-premise mixed beverage, Food and Beverage and Late Hours Certificate. Six (6) property owners within 200 feet of the applicant's property were notified by letter on June 23, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on June 21, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of July 5, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to solicit public comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6709	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Mario Mendiola to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit at 400 S Kansas Ave. also being Lot 1-6, Block 33, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas.			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit. Nineteen (19) property owners within 200 feet of the applicant's property were notified by letter on June 23, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on June 21, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of July 5, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to solicit public comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2022-6106	
From:			
Subject: Approval of the Minutes of the Special Meeting on July 3, 2023 (Staffed by City Secretary's Department.) Attachment.			
Background: Record of the commission action at the Special Meeting on July 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 submitted.			
Staff Recommendation: Approve as submitted.			
Attachments, if any: 230703 minutes draft			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A SPECIAL MEETING
WESLACO CITY COMMISSION
JULY 3, 2023**

On Monday, July 3, 2023, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Special Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

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

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Aida Vega, Deputy City Secretary, Sonia Flores, Asst. Finance Director, Joe Pedraza, Asst. Director of Planning and Code Enforcement, Luz Galindo, HR Director, Antonio Lopez, Fire Chief, Joel Rivera, Police Chief, David Arce, Public Works Director, Omar Rodriguez, Parks & Recreation Director, Martin Vela, IT Director, Rosa Badillo, Court Coordinator, 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, June 30, 2023.

B. Invocation.

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

C. Pledge of Allegiance.

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

D. Roll Call.

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

E. Mayoral Recognition.

None.

II. PUBLIC COMMENTS

None.

III. REPORTS

A. Weslaco Chamber of Commerce & Visitor Center.

Barbara Jean Garza, President/CEO, reported the expenditures of June 2023 totaled \$10,773.63 that included business center operations, membership & dues, general advertising, nature tourism and staff development; 424 visitors in the facility that included In and Out of State; 19 facility reservations; reported on the upcoming events that included net working mob lunch, ribbon cutting for Chick-fil-A celebrating 9 years; invited the commission to Legislative Update being hosted by the Chamber on July 12 for the hotel and lodging industry to go over newly passed legislative bills and their affect on the travel and tourism; staff attended year two of a three training program conference for the Travel & Tourism College; reported interns (2) began working and will be in the front desk; a Business Counseling program partnership with UTRGV started in May and will be hosting students from UTRGV UBMS to discuss healthcare in the Mid-Valley.

B. Weslaco Economic Development Corporation.

Steve Valdez, Executive Director, Project American was an executive session item and was excited to present; reported an invoice received from Magic Valley Electric Cooperative (MVEC) for infrastructure work at the Mid-Valley International Industrial Park was over half-a-million dollars; discussions with MVEC able to work out due to programs within their organization for underground infrastructure with street lights, fire hydrants and monuments of the businesses visible above ground; received a credit of \$480,000 (MVEC) and thankful to them and working on other details that may give a complete credit; Mile 9 widening project electrical poles needed to be moved at an estimated cost of \$550,000.

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 June 20, 2023. (Staffed by City Secretary Department.)

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

1) Ordinance 2023-29 to rezone 804 S Kansas Ave. Also being Lot 3, Block 2, Hollywood Addition Subdivision, Weslaco, 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 June 20, 2023; staffed by Planning & Code Enforcement Department.)

C. Approval to solicit bids for the lease / purchase of a Rolloff Truck and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

D. Approval of a Memorandum of Understanding with South Texas ISD for the use of City Hall parking facilities for the purpose of transportation of students for the school year 2023-2024 and authorize the Mayor to execute any related documents. (Staffed by City Manager.)

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

For the record following is the ordinance caption.

ORDINANCE NO. 2023-29

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 804 S KANSAS AVE. ALSO BEING LOT 3, BLOCK 2, HOLLYWOOD ADDITION 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:

CITY OF WESLACO
/s/David Suarez, MAYOR

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

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

V. APPOINTMENTS

A. Discussion and consideration on Resolution 2023-43 for appointment of a member to the Citizens Drainage Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Norma A. Cantu, City Secretary, stated the term of Randy Hall is set to expire and he advised the City Engineer he did not seek re-appointment; the nominee from Mayor Pro Tem Rodriguez was to appoint Colton Reed Gammill who expressed interest.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Resolution 2023-43 appointing Colton Reed Gammill to the Citizens Drainage Advisory Board as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration to approve the Final Plat for Oak Park Subdivision being 10.48-acre out of farm tract 661, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 375' south of 6th St. on the west side of Westgate Dr and authorize the

Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Joe Pedraza, Asst. Director Planning and Code Enforcement, stated this was a proposed twelve lot subdivision inside city limits; serviced with water and sewer by the city; developer requested a variance to allow for off-site drainage and has obtained letters of support from the drainage districts. The Planning and Zoning Commission recommended approval with variance; staff recommended approval and compliance with the ordinance on the variance.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve the Final Plat for Oak Park Subdivision as presented with variance. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve the Interlocal Agreement between the County of Hidalgo and the City of Weslaco -- Rio Grande Valley Medical Reserve Corp and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio Lopez, Fire Chief, stated the agreement will allow Hidalgo County to be part of city's medical reserve core; would benefit the city as it would provide additional resources such as staff that would look for grants and would complement the city's medical reserve volunteers, certifications, and training programs. Staff recommended approval.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved to approve the Interlocal Agreement between the County of Hidalgo and the City of Weslaco -- Rio Grande Valley Medical Reserve Corp. as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to approve the purchase of storage shelves from several vendors: Gateway Southwest Solutions Storage Equipment Buy Board Contract #656-21 for \$56,408.72 (Proposal 23-1366LS-R2, 23-1068L-R2, 23-1410LS-R1), Mega Racks LLC for \$16,384.99, Home Depot (local vendor) for \$1,439.00, and Nationwide Shelving GSA Contract #GS-25F-0084M for the amount of \$22,629.00 for a total amount of \$96,861.71 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Joel Rivera, Police Chief, stated the shelving was for the evidence building, the quarter master and quarter master systems, storage for weapons for patrol and investigation and janitorial supplies. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the purchase of storage shelves from several vendors: Gateway Southwest Solutions Storage Equipment Buy Board Contract #656-21 for \$56,408.72 (Proposal 23-1366LS-R2, 23-1068L-R2, 23-1410LS-R1), Mega Racks LLC for \$16,384.99, Home Depot (local vendor) for \$1,439.00, and Nationwide Shelving GSA Contract #GS-25F-0084M for the amount of \$22,629.00 for a total amount of \$96,861.71 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to authorize negotiations with KSA as the most advantageous firm for the Airport Master Planning Services (RFQ No.: 2022-23-19) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Andrew Munoz, Asst. City Manager/Airport Director, stated qualifications were solicited for thirty days; two respondents received and evaluated. Staff recommended approval to authorize negotiations with KSA the most advantageous to the city for the Airport Master Planning Services.

Commissioner Pedraza seconded by Commissioner Gonzalez Jr. moved to approve negotiations with KSA as the most advantageous firm for the Airport Master Planning Services as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to approve solicitation of bids for pavement marking improvements on various streets throughout the city and authorize the Mayor to sign any related documents. Possible action. (Staffed by Engineering Department.)

Andrew Munoz stated the contract for pavement marking improvements on various streets has expired; staff would like to solicit bids for a one-year contract with three one-year renewal options. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve solicitation of bids for pavement marking improvements as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VII. EXECUTIVE SESSION

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

At 7:21 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Personnel - Discussion regarding the administrative investigation of the complaint filed by a firefighter as authorized by section §551.074 of the Texas Government Code.

No action.

C. Personnel - Evaluation and interview of Municipal Judges and possible selection of Municipal Judges for the City of Weslaco as authorized by §551.074 of the Texas Government Code.

Commissioner Pedraza seconded by Commissioner Lopez moved to authorize staff to invite the Municipal Judges for executive session for interviews as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

D. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) FY October 1, 2022 – September 30, 2025 as authorized by section §551.071 of the Texas Government Code.

No action.

E. Legal Consultation - Consultation with City Attorney regarding lawsuit styled C-1678-22-A Christopher De Leon Aircraft Maintenance Professional vs. City of Weslaco and Andrew Muñoz, individually as authorized by section §551.071 of the Texas Government Code.

No action.

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

No action.

G. Legal Consultation - Consultation with the City Attorney regarding real property legally described as Lots 1, 2, and 3, Block 4, James M. Black Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section 551.071 of the Texas Government Code.

No action.

H. Legal Consultation - Consultation with City Attorney regarding the contract with Construct-Ability LLC as authorized by section §551.071 of the Texas Government Code.

Mayor Pro Tem Rodriguez seconded by Commissioner Pedraza moved staff proceed with Construct-Ability LLC as discussed in executive session and accept city attorneys’ recommendations on items and matters to be discussed. The motion carried unanimously; Mayor Suarez was present and voting.

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

Commissioner Lopez seconded by Commissioner Pedraza moved to proceed with negotiations as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

J. 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 Lopez seconded by Commissioner Pedraza moved to proceed with negotiations as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

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

Mayor Pro Tem Rodriguez seconded by Commissioner Lopez moved to approve the incentives for Project American as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

X. ADJOURNMENT

Commissioner Pedraza seconded by Commissioner Gonzalez Jr. moved to adjourn the meeting of July 3, 2023, at 7:23 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: July 18, 2023	Agenda Item No. (to be assigned by CSO): 2023-6741	
From:		
Subject: Approval of Resolution 2023-44 supporting the efforts of the Lower Rio Grande Valley Development Council for Mexico to comply with the terms of the 1944 Treaty and authorize the Mayor to execute any related documents. (Staffed by City Manager.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Resolution		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA Martin Garza		Created
City Manager Comments: Approve.		
Staff Recommendation: Approve.		
Attachments, if any: R2023-44 Support of Mexico Paying their Water Debt		
Responsibilities upon Approval:		

RESOLUTION 2023-44

A RESOLUTION SUPPORTING THE EFFORTS OF THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL FOR MEXICO TO COMPLY WITH THE TERMS OF THE 1944 TREATY

WHEREAS, the Rio Grande is the only source of fresh water for the Rio Grande Valley of Texas; and,

WHEREAS, the Rio Grande flows are greatly dependent on inflows from Mexican tributaries that flow into the Rio Grande above Amistad and Falcon Reservoirs; and,

WHEREAS, the 1944 Treaty between the United States and Mexico allots to the United States one-third of the tributary inflow from six-named tributaries that flow into the Rio Grande above the international reservoirs and this one-third shall not be less than 350,000 acre-feet as an annual average over a cycle of five consecutive years; and,

WHEREAS, the only exception to the annual delivery of this water is if Mexico is experiencing extraordinary drought or has experienced serious accident to the hydraulic systems on the six-named tributaries; and,

WHEREAS, Mexico has accumulated over 2.9-million-acre feet of water in the reservoirs on the six-named tributaries since August 2022, and is an indication that Mexico is not in an extraordinary drought and there have been no reports of any accidents to their hydraulic systems; and,

WHEREAS, the current five-year Treaty Delivery Cycle commenced October 25, 2020, and Mexico is behind in their deliveries to the United States by over 550,000-acre feet of water; and,

WHEREAS, the United States ownership of water in the Amistad/Falcon Reservoir System is slightly less than one years' supply of water; and,

WHEREAS, Mexico has sufficient water in storage in the tributaries that the United States is entitled to receive water from and could release this water as called for by the 1944 Treaty.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Weslaco Board of Commissioners strongly urges Mexico to comply with the terms of the 1944 Treaty and release the water due to the United States.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF WESLACO, TEXAS on this 18th day of July 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: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6742	
From:			
Subject: Approval to authorize staff to solicit RFP No.: 2022-23-21 for the Renovation and Expansion of Fire Station No. 3 and authorize the Mayor to execute any related documents. (Staffed by Asst. City Manager)			
Background: Staff is requesting authorization to solicit for the expansion and renovation of Fire Station No, 3. The project calls for adding a third bay, expanding the living area, renovating the dispatch room and kitchen areas. The project also calls for a new roof. The total estimated cost of the project is \$550,000. Project funds have been identified under the current FY CIP budget. Project is estimated to be completed by May 2024.			
Funding Source (budget code, if applicable): CIP			
Amount: \$550,000		Term of Impact: 2 years	Identified in Current Budget: Yes
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: First publication date will be July 26, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ANDREW MUNOZ ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6752	
From:			
Subject: Approval for staff to solicit Request for Qualifications (RFQ) for Architectural/Engineering Design Services for the new hangar at Weslaco Mid Valley Airport and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)			
Background: With staff receiving notification from the State of Texas that the Airport will receive \$5 million in hangar expansion funds, staff is requesting to solicit RFQ's for Architectural/Engineering Design Services for the proposed project.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: July 26, 2023			
Advisory Review, if any (name of board/committee, date of action, recommendation): The item will be discussed August 2023.			
ADELAIDA VEGA ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: RFQ for Architectural Engineering Design Services_Hangars			
Responsibilities upon Approval: Advertise the project for 30 consecutive days.			



City of Weslaco

**REQUEST FOR QUALIFICATIONS
FOR ARCHITECTURAL / ENGINEERING
DESIGN SERVICES FOR NEW HANGARS AT
THE WESLACO MID VALLEY AIRPORT**

RFQ # 2022-00-000

**Pre-Bid Conference: August 17, 2023
CLOSING DATE: August 24, 2023
CLOSING TIME: 3:00 p.m.**

Request for Qualifications
Architectural/Engineering Design Services for New Hangars at the Weslaco Mid Valley Airport
RFQ # 2022-00-000

Request for Qualifications

Qualified professional individuals/firms interested in responding to this Request for Qualifications (RFQ) should include information requested in the following paragraphs. All information shall have been updated within the past three (3) months. Failure to provide the information requested or falsification of any information provided shall result in disqualification of the consultant.

**REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL / ENGINEERING SERVICES
FOR NEW HANGARS AT THE WESLACO MID VALLEY AIRPORT**

ACKNOWLEDGMENT OF RECEIPT

Please fill in the requested information below as acknowledgment that you have received the Request for Professional Qualifications noted above. If your firm is interested in participating, this sheet must be completed and returned or faxed to:

Mr. Homer Rhodes, Purchasing Agent
City of Weslaco – Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: (956) 447-2240
Fax: (956) 969-8452
e-mail: hrhodes@weslacotx.gov

Name of Firm: _____

Address: _____

City, State Zip: _____

Telephone Number: _____ Fax Number: _____

e-mail: _____

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

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

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

PLEASE NOTE:

Please take a moment to register your Company with the City of Weslaco, Texas.

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

Request for Qualifications
Architectural/Engineering Design Services for New Hangars at the Weslaco Mid Valley Airport
RFQ # 2022-00-000

City of Weslaco Purchasing Office

INVITATION

** B/P/Q (Bid/Proposal/Qualifications)*

Description	Number	Opening
Request for Qualifications for Architectural / Engineering Design Services for New Hangars at the Weslaco Mid Valley Airport	RFQ 2022-00-000	August 24, 2023

Sealed qualifications will be received by the City of Weslaco, at the Office of **Homer Rhodes, Purchasing Agent**, located at **City Hall, 255 S. Kansas Avenue, Weslaco, Texas 78596, (956) 447-2240**, e-mail: hrhodes@weslacotx.gov.

Copies of the qualification(s) documents consisting of detailed specifications, general requirements or other information may be obtained at the Purchasing Department.

Interested Bidders/Proposer(s) are invited to attend the Bid/Proposal opening at the Purchasing Office on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: <http://www.weslacotx.gov/Bids.htm>

Procurement Schedule

July 26, 2023: Release Request for Qualifications (RFQ)

July 26, 2023: First Advertisement of RFQ

August 2, 2023: Second Advertisement of RFQ

August 17, 2023: Pre-bid Conference

August 21, 2023: Requests for Clarifications Due

August 24, 2023: Bids Due

Homer Rhodes, Purchasing Agent

I. INTRODUCTION

The City of Weslaco ("City") invites the submittal for Requests for Qualifications (RFQs) from design firms interested in providing professional architectural and engineering services for the design of New Hangars at the Weslaco Mid Valley Airport. This project will be funded with the Texas Department of Transportation and the City of Weslaco Municipal Funds.

The City of Weslaco reserves the right and/or option to select one or more firms to perform the Scope of Work as defined within the RFQ. If selected, the City of Weslaco does not guarantee, promise, convey, imply, infer, suggest or agree a firm(s) will provide architectural/engineering design services. Furthermore, the City of Weslaco reserves the right and/or option to add, reduce and or/reject portions of the Scope of Work for any selected firm(s) at any point in time. Said rights and/or options shall continue through the procurement, design and construction phases of the project.

The Architectural/Engineering team will provide all services necessary to assess and verify existing conditions; review and verify design standard requirements; MEP commissioning; organize weekly team meetings; provide specifications for furniture, fixtures and equipment (FF&E); signage; provide computer-aided design and drafting (CADD) documentation; prepare bidding documents; provide permitting services; estimate construction costs at each submission; assist with bidding and award activities; value engineering; arrange and conduct meetings; perform construction phase services, coordinate commissioning activities; and assist in the warranty review.

Initially the team will be coordinating closely with the City's Project Manager to develop a program for the Project Implementation.

The following services will be required initially:

- A. **Assessment of Existing Conditions**. Initially, the selected firm will need to gather any existing records (e.g. environmental assessments) or documents (e.g. Record Drawings, site surveys, etc.) that indicate existing conditions. These documents will need to be verified by on-site inspection of the premises. The extent of this effort shall be as in-depth and as extensive as is required and necessary to support the design effort. The selected firm will prepare an in-depth site access study.
- B. **Planning**. Phase I design services include Pre-design/ Programming (a needs assessment and additional surveys will need to be provided) services for the project. The Architect/Engineer will be responsible for coordination with major stakeholders and Project Manager for the "right sizing" of the structure. The selected firm will prepare an in-depth site access study to ensure structure is

Request for Qualifications
Architectural/Engineering Design Services for New Hangars at the Weslaco Mid Valley Airport
RFQ # 2022-00-000

ADA complaint and city ordinance complaint. The selected firm must possess a thorough understanding of the Federal Aviation Administration's Construction Design criteria and processes, General Aviation hangar design criteria and must be familiar with various corporate jet aircraft.

If the City chooses to continue with this project, the following services will be required:

- A. **Design Services**. Includes Phase I and Phase II services. Phase I services include Schematic Design and Design Development. Phase II services involve the development of Contract Documents. Contract Documents shall be suitable for the solicitation of competitive construction bids. All permit and other discrepancies must be resolved and changes incorporated into the Contract Documents before approval can be given by the City for the 100% submittal, and subsequent initiation of the bidding process. Professional architectural and engineering services will include, but are not limited to, construction drawings using CADD; CSI-style specifications; Phasing coordination; commissioning procedures and documents; specifications for FF&E; and bidding phase assistance. Ongoing coordination with the City's Project Manager will be required.
- B. **Architectural Review**. Designs will require review by agencies other than the City of Weslaco, including but not limited to City Departments and local utility companies and/or organizations.
- C. **Construction Phase Services**. Construction administration plus ongoing coordination with the City's Project Manager; and post-construction services which covers items, such as commissioning and warranties, for a period following the completion of construction.

II. SCOPE OF WORK

The scope of work includes but is not limited to, new Hangars at the Weslaco Mid Valley Airport. The new hangars will be built on the existing airport property located at 1909 Joe Stephens Ave, Weslaco, Texas.

The selected firm for this project is required to be familiar with and abide by all mandated Federal Aviation Administration (FAA) and Texas Department of Transportation (TXDOT) procurement assurances and certifications as well as federal procurement guidelines. This project has an aggressive schedule. It is the intent that the selection committee will make a recommendation to the City Commission within four (4) weeks of the submittal date.

III. OBJECTIVE

Request for Qualifications
Architectural/Engineering Design Services for New Hangars at the Weslaco Mid Valley Airport
RFQ # 2022-00-000

The City of Weslaco, proposes to retain a highly qualified design firm to provide the services described herein. Architectural/Engineering firms with significant experience in the design and programming of aviation hangars, phased construction, municipal aviation projects, and feasibility studies will be given prime consideration for this project.

- The City of Weslaco will not be bound by any information conveyed verbally. The City will provide, in writing, any clarifications, changes and/or other information, deemed to be necessary, as addenda to this RFQ.
- Addenda will be provided to known RFQ holders registered with the City of Weslaco.
- No Addendum will be issued later than noon (local time) on Tuesday before the Submittal Date, except Addenda with minor clarifications, withdrawing RFQ, or postponing the Submittal Date.
- The City of Weslaco expressly reserves the right to accept or reject any all qualifications submitted.
- This request for Request for Qualifications does not commit the City of Weslaco to pay any costs incurred prior to execution of a contract. Issuance of this material in no way obligates the City of Weslaco to award a contract or to pay any costs incurred in the preparation of a response.
- The City of Weslaco specifically reserves the right to vary all provisions set forth at any time prior to execution of a contract where it deems it to be in the best interest of the City of Weslaco.

IV. QUALIFICATIONS

The selected architect or firm must possess the ability, experience, and reputation for quality service necessary to produce high quality and functional projects. To insure the firms are capable of providing an acceptable level of service to the City, the following minimum qualifications must be met:

- Firm must have extensive experience in dealings with aviation related projects and the ability to direct, coordinate and prepare design sketches, working drawings and specifications for projects for the City of Weslaco.
- Firm must have extensive experience in aviation
- The selected firm(s) must have an architect / engineer licensed in the State of Texas
- The selected firm(s) must be capable of providing observation services during the construction process. Review of the Contractor's **Request for Payments**, shop drawings, product submittals and field questions or problems must be part of the required work.

- Firm must carry adequate professional liability insurance and the insurance must be maintained for the duration of the contract. A copy of the insurance must be provided to the City upon approval of the contract.

V. SELECTION PROCESS

The City is seeking a highly qualified Architect/Engineer, experienced in providing the professional programming, planning and design services outlined in the Scope of Work. The required qualifications may be demonstrated in the experience of Respondent's team members. A Selection Committee composed of representatives from the City of Weslaco will review the RFQs.

The City of Weslaco reserves the right and/or option to select one or more firms to perform the Scope of Work as defined within the RFQ. If selected, the City of Weslaco does not guarantee, promise, convey, imply, infer, suggest or agree a firm(s) will provide architectural/engineering design services. Furthermore, the City of Weslaco reserves the right and/or option to add, reduce and or/reject portions of the Scope of Work for any selected firm(s) at any point in time. Said rights and/or options shall continue through the procurement, design and construction phases of the project.

The Team, if applicable, will be selected in a two-step process:

- **Step 1** – The RFQ will be ranked based on the selection criteria and relative weights set out in Section VII.A. of this RFQ. Respondents can receive up to 100 points for the RFQs. The City reserves the right to exercise the option to select the top three ranking firms to give a presentation/ interview for final selection.
- **Step 2** – The presentation/ interviews, if exercised by the City, will be ranked based on the selection criteria and relative weights set out in section VII.B. of this RFQ. Respondents can receive up to 100 points for the presentation/ interview.

The apparent successful Respondent(s) will be Respondent(s) that offers the best value to the City based on RFQ and the presentation/ interview scores, if applicable. The City will first attempt to negotiate a contract at a fair and reasonable price with the apparent successful Respondent. If a satisfactory contract cannot be negotiated, the City will formally end negotiations in writing and proceed to negotiate with the next Respondent(s) in order of the combined RFQ and presentation/ interview scores, if applicable, until a contract is reached or negotiations with all ranked Respondents end.

Submission of a RFQ and/or subsequent presentation/ interview indicates Respondent's acceptance of the evaluation protocol and Respondent's recognition that some subjective judgment must be made by the City during the assigning of points.

VI. SUBMITTALS

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Each Respondent shall submit via bid stream at:

Only timely received submittals meeting the requirements of this request for qualifications shall be considered. No submittal shall be considered or accepted which is submitted by a firm(s) that is in default under the terms of any existing agreement with the City of Weslaco, or which has failed to perform its obligations faithfully under any previous agreement with the City. An authorized representative of the firm shall sign submittals.

QUESTIONS REGARDING THIS REQUEST FOR QUALIFICATIONS

Questions regarding this project shall be submitted in **writing only** and directed to:

City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596
Attention: Homer Rhodes – Purchasing Agent
Telephone: (956) (956) 447-2240 Fax: (956) 969-8452

Amendments or revisions to this Request for Qualifications resulting from written questions will be developed as expeditiously as possible, and will be distributed to all parties requesting the original proposal package or on the original mailing list at the Purchasing Department.

Interested firms are encouraged to review the project and make an on-site review of the different aspects involved in the project.

Within thirty (30) days after the date of opening the responses, the City shall evaluate and rank each request of qualifications submitted in the criteria set forth in the request for qualifications.

Late submittals will not be reviewed for any reason.

To enable the City to efficiently evaluate the RFQs, Respondents are urged to strictly follow the required format in preparing their RFQ.

Each proposal shall be no more than 20 pages + letters of commitment + Exhibits. Pages shall be no larger than letter size 8 ½" x 11" and the prevailing font size shall be no less than 11 pt. Each section (defined below) shall be separated by a tabbed divider (bookmarked).

Each RFQ shall be organized in the following order:

A. Outside Cover and/or first page: Shall contain the name of the RFQ, the name of the Respondent, and the submittal date.

B. Table of Contents: The next page shall be a table of contents.

C. Divider 1 – Transmittal Letter

The first page following the divider shall be a one-page letter transmitting the RFQ to Homer Rhodes, Purchasing Agent, City of Weslaco. The transmittal letter shall say that the signer of the document is authorized by the Respondent to sign the document. The transmittal letter shall contain the names of the proposed Project Manager, and the proposed project team. At least one copy of the transmittal letter shall contain the original signature of a partner, principal or officer of Respondent.

D. Divider 2 – Team Organization

1. *List of Team Members:* On one page, list the Team member firms along with the primary responsibilities (e.g. Structural Engineer, MEP Engineer, etc.) they will have on the Team, the number of years they have been in business, and the number of employees on staff. Please indicate the lead firm.
2. *Organization Chart:* The next page shall be a simple organization chart of the Team, showing the reporting structure of the people proposed to do the work.
3. Resumes of the key members actively involved with (e.g. Project Manager, Team lead, etc.) each firm proposed in the team.

E. Divider 3 - Project Experience

In tabular format list the following:

1. *Project Listing* - List all aviation related projects in progress or completed within past five years meeting the following criteria:
 - a. Hangar construction, taxiway design and construction, etc.
 - b. Estimated or actual construction cost greater than \$1 million.
 - c. In progress or completed
2. Arrange the projects in descending order of contractual completion date from latest to earliest.
3. Provide the following information for each project, in the order listed:
 - a. Project Name and location

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- b. Owner Name; Contact Person; Telephone; E-mail
- c. Note delivery method for each project, i.e. CMAR, Design Build, Lump Sum.
- d. Scope Summary (Include major similarities that would specifically qualify your company for Project)
- e. Actual or Estimated Construction Cost
- f. Percent complete or date completed
- g. Contractual completion dates (NTP thru bid)

4. *Project Brief* - The Respondent shall select three aviation construction projects to highlight, as best representing the firm's project experience, and provide a briefing sheet for each. Each briefing sheet shall be one-page and should contain information, which shows the capability of the firm to provide the range of services that are required by this project. The work described must have been performed within the past five years. At least one of the projects shall be for \$1 million, or more, in construction cost and for a governmental entity. Minimally, each brief shall contain:

- a. Project Name and location
- b. Year project completed or percent complete and brief explanation regarding steps Respondent took to maintain project schedule
- c. Scope Summary including a description of services provided (Include major similarities that would specifically qualify your company for this Project)
- d. Name of Client and/or Owner/Operator and current telephone number and email address
- e. Key staff involved, who are also proposed for this Project
- f. Actual or Estimated Construction Cost and brief explanation regarding steps Respondent took to adhere to Owner's budget.
- g. Give examples where your company overcame extreme adversity, specifically with reference to demanding cost controls, schedule creep, high turnover in personnel, and the efforts your company made to overcome those problems.

Graphic Information: Photographs or other graphical information used to illustrate these projects may also be incorporated into the one-page brief sheet itself.

F. Divider 4 - Narrative

1. *Narrative*: The Respondent shall provide no more than three pages of narrative that describes:

- Characteristics of your company that most set it apart from others.
- Team's working relationship

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- Respondent's systems and processes for insuring quality and timely performance on projects.
- Respondent's track record of meeting deadlines and working within a budget.
- Cost estimating approach
- Approach to Value Engineering
- Respondent's understanding of the City's needs and approach to this project (budget versus architectural program)
- Identify aspects or elements of this Project that may pose unusual challenges. Discuss how you will address such challenges.
- Has your company ever been terminated from a project with or without cause? If so, provide details and owner contact's name, telephone number, and e-mail address.
- **LITIGATION SUMMARY:** A litigation summary that briefly describes any claims or lawsuits that have been filed against the firm that relate to the performance of professional services must be submitted. Identify the claim or suit by adverse party, case number, jurisdiction where filed and current status. **If no summary is given or if a general statement is given which also refers the City to inquire with a firm's counsel, the RFQ may be considered NON-RESPONSIVE and eliminated from consideration.** This statement may be submitted as a separate document in a sealed envelope, but must be provided at the same time that the RFQ is submitted.

G. Divider 5 - Quality of Service

Testimonials: Respondents may include no more than four one-page letters from clients that they have worked with on previous aviation projects. Letters should comment on budget and/or scheduling experiences and qualitative matters related to services received from the Respondent. Letters shall also include contact name and telephone number.

H. Divider 6 – Exhibits

1. Affidavit of Ownership or Control

VII. SELECTION CRITERIA

A. Request for Qualifications 100 Points

The RFQs will be ranked base on the selection criteria and weights set out below:

- a. Experience in aviation construction projects by individuals who would be assigned to this project (**maximum 20 points**).

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- b. A suitably sized staff to meet the peak phases of work (**maximum 5 points**).
- c. Project experience by firms and individuals with governmental entities (**maximum 15 points**).
- d. Experience by firms and individuals with aviation hangar design and construction (**maximum 20 points**).
- e. Demonstrable systems and processes in-house for insuring quality and timely performance on projects (**maximum 5 points**).
- f. Familiarity with current MEP certification processes (**maximum 5 points**).
- g. Understanding of City's needs and appropriateness of Team's approach to this project (**maximum 10 points**).
- h. Track record of meeting deadlines and working within a budget, (**maximum 10 points**).
- i. Applicability and quality of references (**maximum 10 points**).

B. Presentation/ Interview 100 Points

Should the City elect to conduct interviews, the top three Respondents will be short-listed to make a presentation/interview and answer questions from a panel of City of Weslaco representatives. The presentations will be ranked based on the selection criteria and relative weights set out below.

The Respondents will be given a maximum of 10 minutes to make a presentation and upon the conclusion of the presentation/interview the Respondents will have a maximum of 5 minutes to respond to questions asked by the Selection Committee.

- a. Demonstrate Team's competence, qualifications, and ability (**maximum of 20 points**).
- b. Demonstrate Team's understanding of the team approach to address the needs of the City of Weslaco while maintaining the vision, function, scheduling, and budget (**maximum of 20 points**).
- c. Appropriateness of answers given during the Question and Answer portion of the interview (**maximum 30 points**).
- d. Demonstrate competence to manage aviation construction process with minimal service disruption. (**maximum 15 points**).

- e. Demonstrate Quality Assurance/ Quality Control methodology (**maximum 15 points**).

VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS AND INFORMATION

A. Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

B. Respondents who provide false or misleading information, whether intentional or not, in any documents presented to the City for consideration in the selection process shall be excluded. Any false or misleading information in these documents would, in effect, render the entire document suspect and therefore useless.

C. **INTERVIEWS** – After the screening of RFQs, Respondents may be notified, in writing, of their status in the selection process. If interviews are needed, short-listed Respondents may be given additional information for interviews. These interviews will relate less to the past experience and qualifications already detailed in the submittal than to identification of the Respondent's project approach and to an appraisal of the people who would be directly involved in the project.

D. INQUIRIES – Once the project is advertised, there shall be no contact with any city official or city employee unless using the formal process through the Purchasing Department. Failure to comply, will result in the firm being disqualified for process.

Questions and answers that change or substantially clarify the Request for Qualifications will be affirmed in writing and copies will be provided to all firms on record, of having received an RFQ. Any inquiries relating to this RFQ must be submitted in writing and received no later than **3:00 p.m. August 21, 2023**.

E. **COST OF RFQS** – The City will not be responsible for costs incurred by anyone in the submittal of qualifications or for any costs incurred prior to the execution of a formal contract.

F. **CONTRACT NEGOTIATIONS** – This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the City; a specific scope of work, fees, insurance coverage's, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the project the City may make the inclusion of a "key person's clause" a part of the contract negotiations.

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G. CONFIDENTIAL INFORMATION – All responses shall be held confidential from other parties by the City to the extent allowable by law until after the selection process is completed. Respondents should be aware that at the completion of the selection process the contents of their RFQs are subject to the provisions of the Texas Public Information Act and may be made public. CONFIDENTIAL or SENSITIVE information shall be labeled accordingly.

H. CITY POLICIES & ORDINANCES – Respondents should be aware of and therefore, familiar with all pertinent City of Weslaco Ordinances and policies which will relate to contracting with the City. More detailed guidance is available on City's website:

https://www.municode.com/library/tx/weslaco/codes/code_of_ordinances

I. The City of Weslaco reserves the right to (1) evaluate the qualifications submitted; (2) waive any irregularities therein; (3) select Respondents for the submittal of more detailed information; (4) accept any submittal or portion of a submittal; and/or (5) reject any or all Respondents submitting qualifications, should it be deemed in the City's best interest.

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BID REJECTION OR PARTIAL ACCEPTANCE – THE CITY OF WESLACO reserves the right to reject any or all bids. It further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all services thereto are included in the RFQ.

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

The City of Weslaco reserves the right to reject any and all RFQ's.

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**CITY OF WESLACO
DISCLOSURE OF INTERESTS**

City of Weslaco, Texas requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below. See next page for definitions.

Date: _____

**FIRM
NAME:** _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please attach a separate sheet.

1. State the name(s) of each "employee(s)" of the City of Weslaco having an "ownership interest constituting of 0% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named "firm."

Name	Title	Department

2. State the name of each "official" of the City of Weslaco having an "ownership interest" constituting 0% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Title	Department

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3. State the names of each "board member" of the City of Weslaco having an "ownership interest" constituting 0% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Board, Commission or Committee

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Weslaco, Texas as changes occur.

Certifying Person: _____

Title: _____
(Type or Print)

Signature of Certifying Person: _____

Date: _____
(Type or Print)

DEFINITIONS

The following definitions of terms should be used in answering the questions set forth below:

a. **“Board member.”** A member of any board, commission, or committee appointed by the City Commission of the City of Weslaco, Texas.

b. **“Employee.”** Any person employed by the City of Weslaco, Texas either on a full or part-time basis, but not as an independent contractor.

c. **“Firm.”** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.

d. **“Official.”** The Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Weslaco, Texas.

e. **“Ownership interest.”** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. “Constructively held” refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements.”

**VENDOR ACKNOWLEDGMENT FORMS
CITY OF WESLACO
NON-COLLUSIVE BIDDING CERTIFICATION**

I/We have read instructions to bidder and specifications. My/Our bid conforms with all specifications, conditions, and instructions as outlined by *CITY OF WESLACO*. Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF WESLACO for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this RFQ, certifies and represents to the CITY OF WESLACO that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this RFQ; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this RFQ; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent of employee of the CITY OF WESLACO concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this RFQ; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF WESLACO in return for the person having exercised the person's official discretion, power or duty with respect to this RFQ; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF WESLACO in connection with information regarding this RFQ, the submission of this RFQ, the award of this RFQ or the performance, delivery or sale pursuant to this RFQ.

Date: _____

Company Name: _____

Signature: _____

Title: _____

Note: This form must be filled in and submitted with RFQ package

CERTIFICATION FORM

DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The bidder certifies that neither the bidder, its third party subcontractors, nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

Subscribed and sworn to before me this day _____ of , 2023.

Notary Public _____

My Appointment Expires _____

Restrictions on Lobbying Activity

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent/representative is prohibited from contacting city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Qualifications has been released until the contract has been acted on by the City Commission. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by contractors, respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

B. A Lobbyists or Vendor/ Contractor May Not Place City Official Under Personal Obligation

A Lobbyist or a Vendor/Contractor or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any city official under personal obligation to the Lobbyist or Vendor/ Contractor.

C. False Statements

A lobbyist or the vendor/contractor or any of their agents/representatives cannot intentionally or knowingly make any false or misleading statement of fact to any city official, or cause a copy of a document with false information to be received by an official without notifying the official in writing of the truth. Likewise, a registrant who learns that a statement in a registration form or activity report during the previous 3 years is false must correct that statement within 30 days by written notification to the Office of the City Secretary.

D. Use of False Identification

A lobbyist or the vendor/contractor or any of their agents/representatives cannot communicate with a city official in the name of any fictitious person or in the name of any real person, without that person's consent.

E. Improper Influence

A lobbyist or the vendor/contractor or any of their agents/representatives cannot cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for the purpose of later being employed as a lobbyist to secure its granting, denial, confirmation, rejection, passage, or defeat.

F. Improper Representation

A lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the vote or action of any city official.

Disclosures and Requirements for City Vendors/Contractors

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Lobbyists are often retained for the purpose of assisting vendor/contractor seeking to do business with the city. The standards of conduct applicable to city contractors or other vendor/contractor of lobbyists are discussed below.

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent is prohibited from lobbying activities with city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Qualifications has been released until the contract is posted as a City Commission agenda item. If contact is required, such contact will be done in accordance with procedures incorporated into the RFQ document. Violation of this provision by respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer. There is a parallel no-contact provision for lobbyists and their agents.

B. The City's Discretionary Contracts Disclosure Form

When seeking a discretionary city contract, the contractor must submit a form disclosing:

- the identity of all parties to the contract;
- subcontractors;
- partners, parent or subsidiary business entities of any party to the contract; any lobbyist or public relations firm that has been employed for a purpose related to the contract.

The vendor/contractor must also disclose all political contributions totaling more than \$100 made by the parties or the other individuals or entities listed on the form made directly or indirectly to:

- any current or former member of City Commission, including the Mayor;
- any candidate for City Commission, including the Mayor;
- any political action committee (PAC) that contributes to City Commission elections.

Indirect contributions include contributions made by an individual's spouse or by the officers, owners, attorneys, or registered lobbyists of the entity.

Indirect contributions do not include contributions by owners of a business entity who hold less than 5% of the fair market value or voting stock of the entity. If a publicly traded corporation seeks to contract with the city, it will not be required to list contributions made by its shareholders whose holdings are less than 5%.

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AUTHORIZED CONTACT FORM:

This RFQ has been issued by City of Weslaco Purchasing Office. The Purchasing Office shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to the City of Weslaco's Purchasing Agent. The Purchasing Agent facilitating this RFQ is identified on the cover page, along with his or her telephone number, and he or she shall be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other City representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by the Purchasing Agent.

Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other City representatives, may constitute grounds for rejection by the Purchasing Office of the vendor's bid/response.

The above stated restriction on vendor contact with City representatives shall apply until the City has awarded a purchase order or contract to a vendor or vendors.

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public _____

My Appointment Expires: _____



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6744	
From:			
Subject: Discussion and consideration on Resolution 2023-45 appointing a member to the Parks and Recreation Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: The term for Robert Ordaz is set to expire August 1, 2023. Mr. Ordaz expressed interest in being considered for re-appointment.			
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 OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve the nominee as recommended by the governing body.			
Staff Recommendation: Approve the nominee as recommended by the governing body.			
Attachments, if any: continued interest Robert Ordaz , R2023-45 Parks and Rec appointment			
Responsibilities upon Approval: Execute, retain and notify the appointee.			

From: ROBERT ORDAZ <robertordaz@msn.com>

Sent: Monday, July 10, 2023 11:03 AM

To: Maria D. Lopez <mdlopez@weslacotx.gov>

Cc: Adelaida Vega <avega@weslacotx.gov>; Omar Rodriguez <orodriguez@weslacotx.gov>

Subject: Re: Term is set to expire on Aug 1, 2023

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 morning.

Yes, please renew my membership.

Robert

From: Maria D. Lopez <mdlopez@weslacotx.gov>

Sent: Monday, July 10, 2023 9:26 AM

To: robertordaz@msn.com <robertordaz@msn.com>

Cc: Adelaida Vega <avega@weslacotx.gov>

Subject: Term is set to expire on Aug 1, 2023

Good morning Mr. Ordaz,

Your Term is set to expire on August 1, 2023 can you please send an email confirming that you still want to be on the Parks Board send it to Omar Rodriguez, and copy Aida Vega.

Omar Rodriguez email orodriguez@weslacotx.gov

Adelaida Vega email avega@weslacotx.gov

Thank you, Have a Wonderful Day.

Maria D. Lopez
Parks Department
255 South Kansas Ave.
Weslaco Texas 78596
mdlopez@weslacotx.gov
956-447-3407



RESOLUTION NO. 2023-45

A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBER(S) TO THE PARKS & RECREATION BOARD

WHEREAS, the City of Weslaco established the Parks & Recreation Board pursuant to the Weslaco Municipal Code of Ordinance codified as Part II Chapter 98 – Parks and Recreation; and

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

WHEREAS, Article IV, Section 98-86 Parks and Recreation Board states members shall be appointed for terms of three years; provided that where the appointment is to fill a vacancy of an existing member prior to the expiration of the term, such appointment shall be for the remainder of the term of the predecessor and will not be considered a full term served.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS that the following members are appointed with term to expire on the first (1st) day August of each year in compliance with Ordinance 83-15, Section 98-86 for the Parks & Recreation Board.

NAME

TERM EXPIRES

08/01/2026

PASSED AND APPROVED on this 18th day of July 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: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6753	
From: Albert Aldana			
Subject: Discussion and consideration to approve the solicitation of statements of qualifications from qualified engineers for the development of plans and grant application for the proposed drainage regional detention facility at Harlon Block Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)			
Background: See attached memo.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by Staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 07-13-23CC_Harlon Block Park RDF			
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

July 12, 2023

TO: Mayor David Suarez, City Commissioners
& City Manager, M. Garza

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

RE: Solicitation of RFQ's for Harlon Block RDF Project &
Grant Application Assistance

This item seeks your approval to solicit Request for Qualifications (RFQ) for proposed professional engineering services for the preparation of plans, specifications and bid documents for the proposed drainage regional detention facility at Harlon Block Park and assistance with grant applications to several possible funding sources.

This drainage project #4 is included in the stormwater masterplan developed by Halff Associates after the 2018 flooding event. The plan is to have the project plans ready prior to anticipated funding opportunities with the Texas Water Development Board and FEMA this upcoming fall season. We also want the engineering consultant to assist the city with the development of grant applications for this important drainage project.

Please let me know if you have any questions or require additional information.

Staff recommends approval of the solicitation of RFQ's for these drainage improvements at the Harlon Block Park.

Sincerely,
Albert J. Aldana, P.E.

A handwritten signature in blue ink, appearing to read "Aldana", with a stylized flourish at the end.



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6754	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Buyout of Service Agreement between the City of Weslaco and North Alamo Water Supply Company (NAWSC) for Heron's Landing Subdivision and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed 71 lot subdivision will be a mixed-use development of commercial and four-plex apartments. The final plat for Heron's Landing was approved on November 16, 2023 and is preparing to submit construction plans for the infrastructure. The developer will be responsible for paying the City for the associated cost of the buyout from NAWSC.			
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 REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by Staff.			
Staff Recommendation: Staff recommends approval of the buyout agreement			
Attachments, if any:			
Responsibilities upon Approval: Staff will coordinate with City Attorney and developer to file the PUC.			



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6710	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Peruvian Alliance, LLC. on Ordinance 2023-30 to rezone 820 N International also being 6.764 acres out of Farm Tract 1029, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from I Industrial District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-30. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from I Industrial District to R-2 Duplex and Apartment District. Nine (9) property owners within 200 feet of the applicant's property were notified by letter on June 23, 2023.			
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 June 21, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of July 5, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approve based on surrounding land use.			
Attachments, if any: Rezone-820 N International- Memo, 820 N International -Application, Notice, Radius map, 820 N international - aerial, O2023-30 rezone 820 N International			
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- 820 N International

DATE: July 11, 2023

The proposed property will be nineteen (19) lots of four plex apartments. The owner has submitted for subdivision review this time and has received preliminary comments from staff. There is existing apartment and duplex districts to the east of this property being the Coves and Heron's Landing subdivision. 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

RZNE-000450-2023

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 6.764 out of Farm Tract 1029 Block _____

Subdivision Name Proposed Bilbao Subdivision

Street Address 820 N International

Existing Zoning I Existing Land Use Industrial

Proposed Zoning R2-Multifamily Proposed Land Use Apartments

_____ \$305.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

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

APPLICANT

Name Peruvian Alliance, LLC Phone (956) 217-5375

Address 4900 N 10th Street Suite C4 Fax: _____

City McAllen State TX Zip Code 78504 E-Mail: egamba@troyocg.net

OWNER

Name same as applicant Phone _____

Address _____ Fax: _____

City _____ State _____ Zip Code _____ 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 _____ Date 05/10/2023

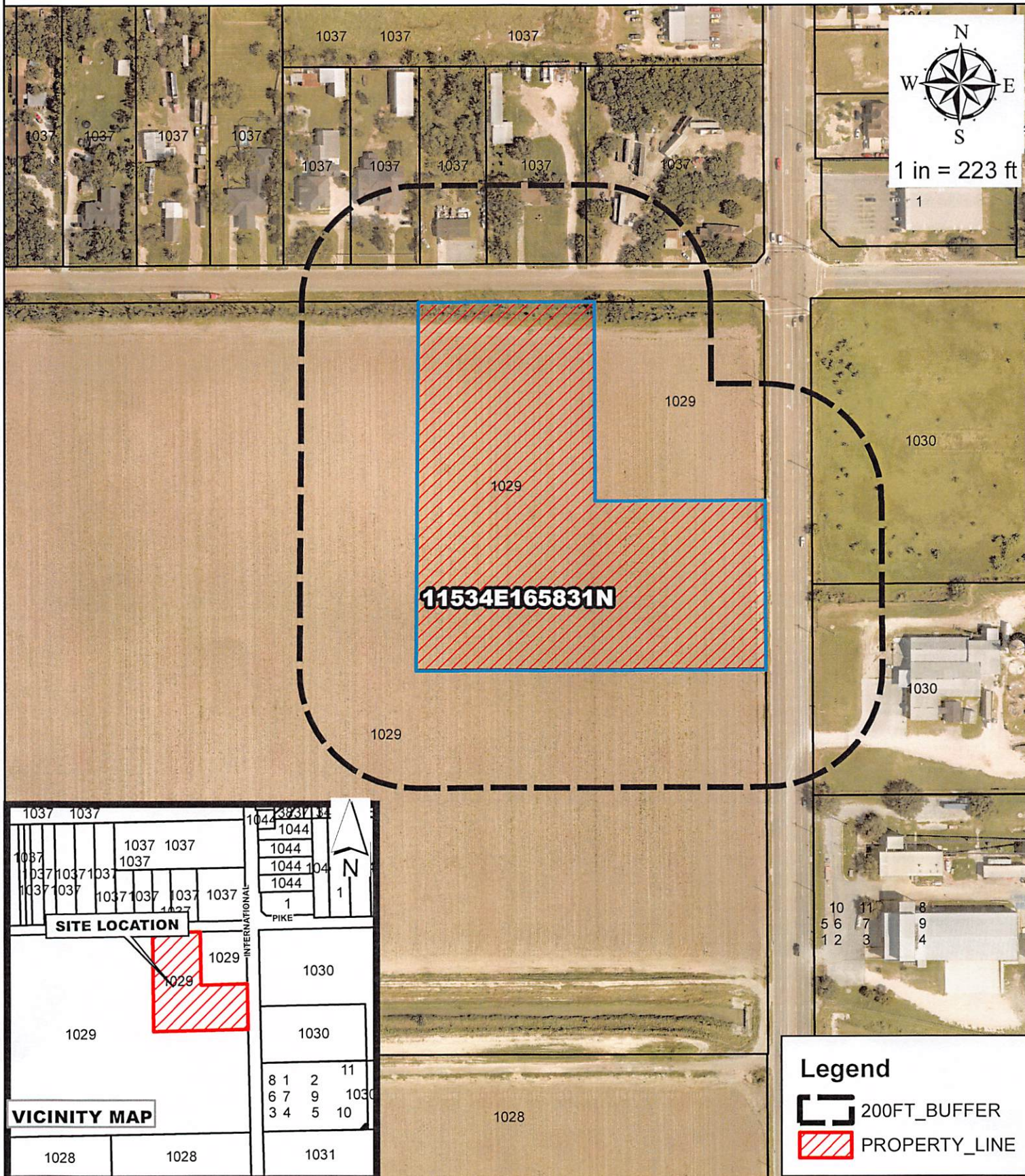
Owner

Signature _____ Date _____

Applicant

Signature _____ Date _____

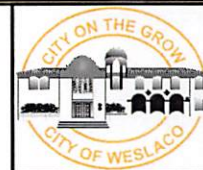
Authorized Agent



Peruvian Alliance, LLC
820 N. International
West and Adams Tract

Purpose for the Rezone Request

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

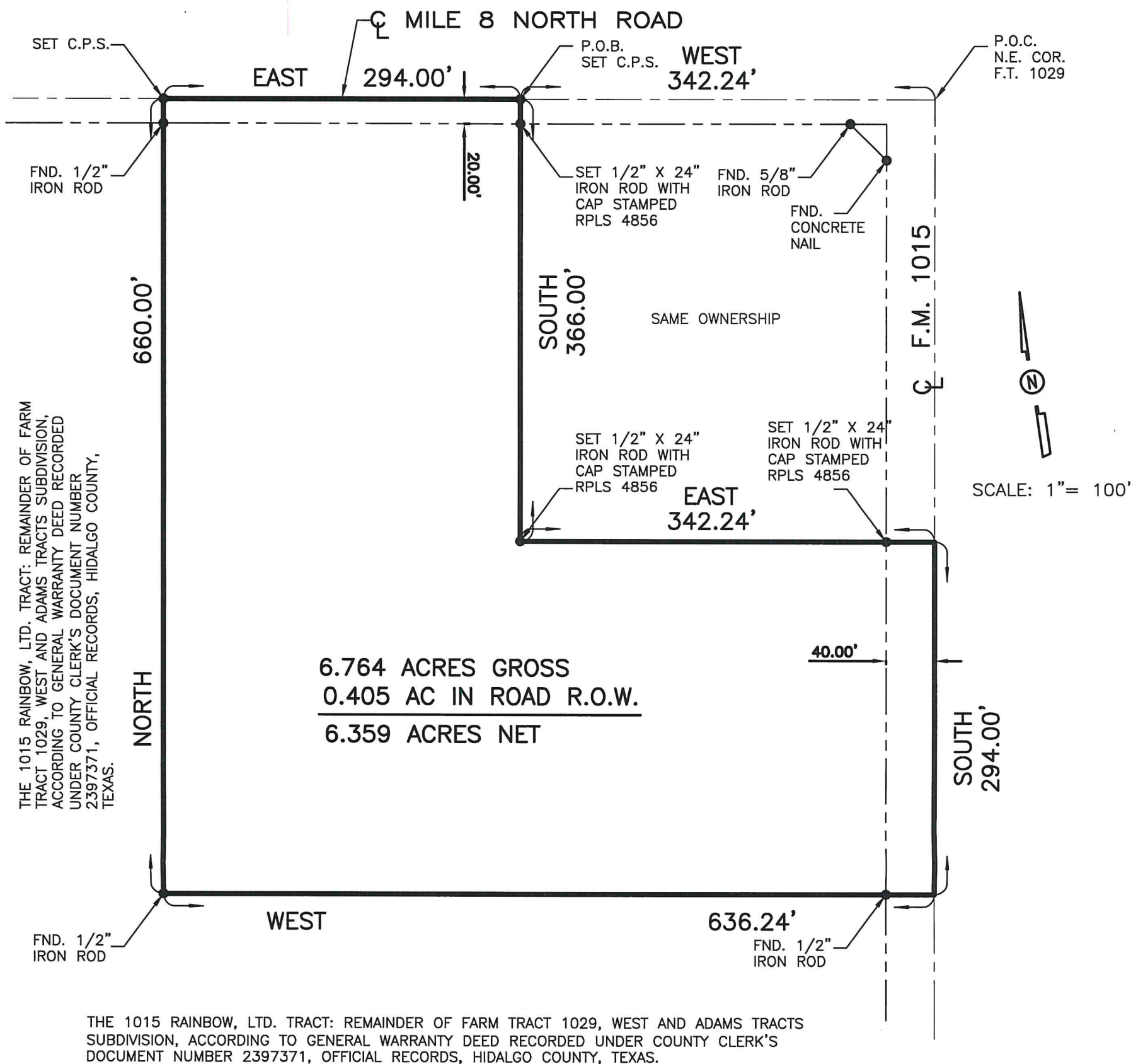


City of Weslaco Code Enforcement Dept.

JUN 2, 2023

PERUVIAN ALLIANCE LLC 2003 ROCHESTER AVE EDINBURG, TX 78539-1821	A0800-00-000-1029-00 ADAMS TRACT FT 1029 E636.24'-N660' C NET 0 N FM 1015	L: 0 B: 0
1015 RAINBOW LTD 2006 SAHARA DR WESLACO TX 78596	A0800-00-000-1029-05 ADAMS TRACT FT 1029 EXC 38.93AC NET 0 N FM 1015	L: 0 B: 0
TRIPLE J LEASING LLC 201 NE 21ST ST FORT WORTH TX 76164	A0800-00-000-1030-00 ADAMS TRACT W710'-S361'-N879' FT 1030 55AC NET	L: 179820 B: 218776
RANCHO BRITO LLC 3511 LOS INDIOS PARKWAY MISSION TX 78572	A0800-00-000-1030-05 ADAMS TRACT N518' & 6AC GR 19.39AC NET 820 N INTERNATIONAL BLVD	L: 40500 B: 0
PEREZ ROBERTO JR & ELIBORIO & ROBERTO PEREZ 3121 E PIKE BLVD WESLACO TX 78599	A0800-00-000-1037-03 ADAMS TRACT W171.2'- E516.70'- S367.6'- .44AC GR 1.40AC NET 3121 E PIKE BLVD	L: 54825 B: 56907
ZAVALA CINDY GUADALUPE JR & DIANA ZAVALA 3005 E PIKE BLVD WESLACO TX 78599	A0800-00-000-1037-08 ADAMS TRACT 5AC NET 403 E ESPLANADA	L: 41676 B: 184153
MITCHELL NOREEN YVETTE 3117 E PIKE BLVD WESLACO TX 78599	A0800-00-000-1037-09 ADAMS TRACT W115'-E631'-S367.6' FT 0.92AC NET 3117 E PIKE	L: 53271 B: 24912
SAENZ ERNESTO R & ELENA Z 3223 E PIKE BLVD WESLACO TX 78599	A0800-00-000-1037-11 ADAMS TRACT E345.5'-S367.6' FT 1037 AC NET 3223 E PIKE BLVD	L: 87646 B: 39137
ZAVALA JORGE & ELIZABETH 3101 E PIKE BLVD WESLACO TX 78599	A0800-00-000-1037-16 ADAMS TRACT 5AC NET 3101 E PIKE BLVD	L: 41676 B: 111016

NOTE:
THIS SURVEY WAS DONE WITHOUT
THE BENEFIT OF A TITLE COMMITMENT.



PLAT SHOWING

A 6.764 ACRE TRACT OF LAND OUT OF FARM TRACT 1029, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3370465, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

BEARINGS SHOWN ARE IN ACCORDANCE WITH COLD TRANSLOADING CONDOMINIUM REGIME CONDOMINIUM, RECORDED IN INSTRUMENT NUMBER 3316816, MAP RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY-PANEL NUMBER 480334 0450 C
REVISED DATE: MAY 30, 2002 LOMR

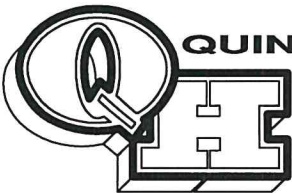
THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.



[Signature]
ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

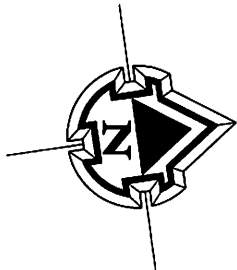
VOL. 2 PAGES 34-37
SURVEYED MARCH 6, 2023
ADDRESS _____
OWNER _____
JOB No. _____
BOOK No. _____ PAGE _____
Z:\DATA\SUBD\WESLACO\BILBAO\WEST TRACT FT1029



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSOQ@QHA-ENG.COM



Rezone Request

I to R-2

Legend

 820 N International

Vo Tech Dr

Google Earth

International

Dollar General

E Pike Blvd

Murco Wall Products



1000 ft

ORDINANCE NO. 2023-30

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 820 N INTERNATIONAL ALSO BEING 6.764 ACRES OUT OF FARM TRACT 1029, WEST AND ADAMS TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, TEXAS. FROM I INDUSTRIAL 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 I Industrial District to R-2 Duplex and Apartment District located at 820 N International also being 6.764 acres out of Farm Tract 1029, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of July 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: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6711	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Ronnie Cruz on Ordinance 2023-31 to rezone 635 S Airport Dr. also being 0.50 acre being West Tract E 117'- W470'-N187'-S907" out of Farm Tract 701, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartment District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-31. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-2 Duplex and Apartment District to B-1 Neighborhood Business District. Five (5) property owners within 200 feet of the applicant's property were notified by letter on June 23, 2023.			
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 appeared in The Monitor on June 21, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of July 5, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone-635 S Airport Dr. - Memo, 635 S Airport Dr. -Application, Notice, Radius map, 635 S Airport- Aerial, O2023-31 rezone 635 S Airport Dr.			
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- 635 S Airport Dr.

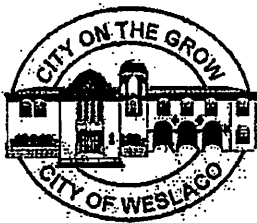
DATE: July 11, 2023

The proposed property will be an addition to the existing Central Plumbing & Electric Supply Company. The owner has submitted for subdivision review this time and will be recorded as a minor administrative subdivision. There are existing commercial and industrial zones to the North, South and West 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

RZNE-000463-2023

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 1 Block _____

Subdivision Name PENCO RGV ADDITION

Street Address 625 S. Airport Weslaco, TX 78596

Existing Zoning Industrial/R2 Existing Land Use Industrial

Proposed Zoning Industrial Proposed Land Use Commercial

☒ \$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 Ronnie Cruz, P.E., CFM Phone (956) 682-5022

Address 605 E. Violet Ave., Suite 1 Fax: _____

City McAllen State TX Zip Code 78504 E-Mail: ronnie@cruzhogan.net

OWNER

Name Gene P. Peña Phone (956) 968-8525

Address 625 S. Airport Fax: _____

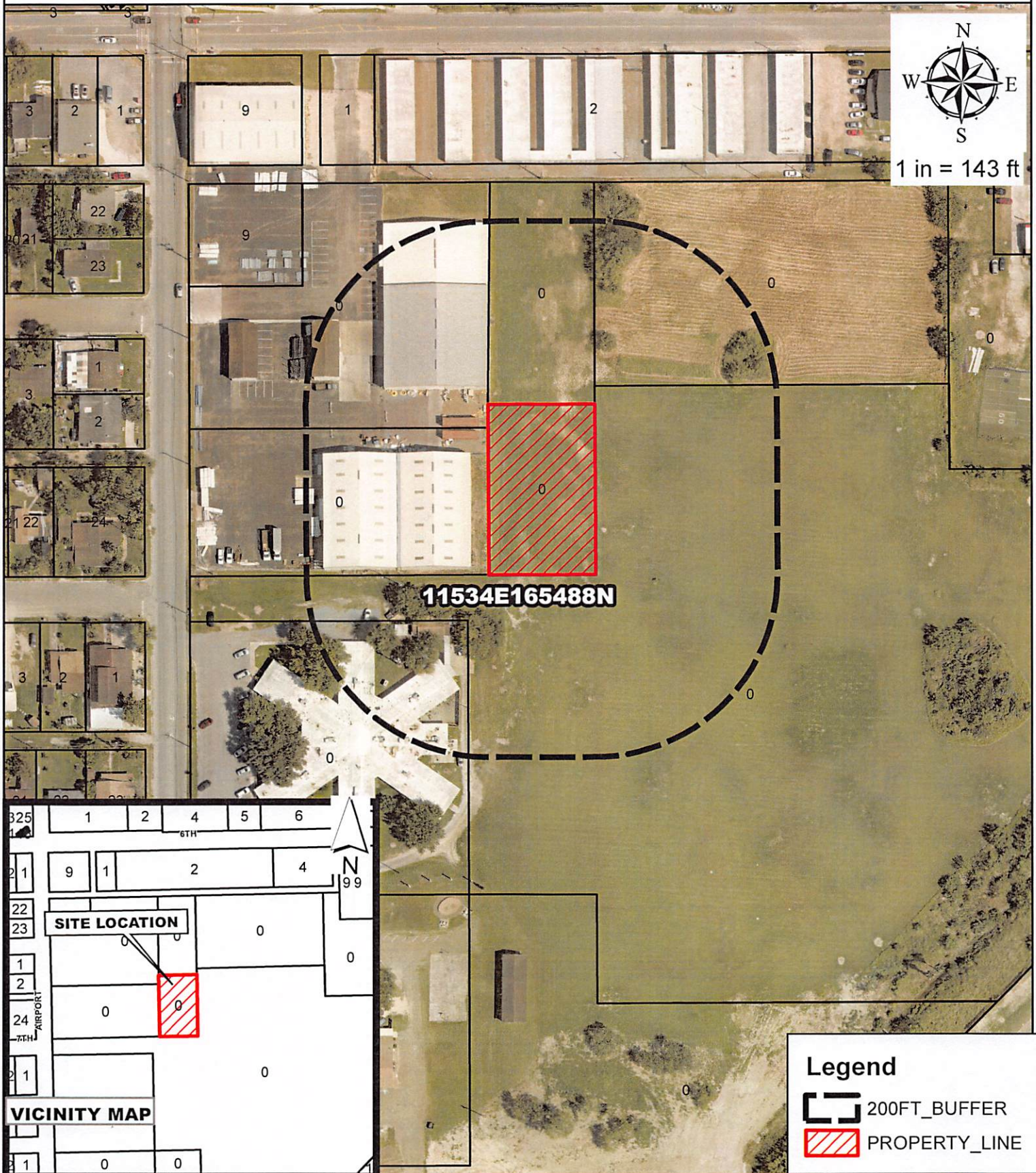
City Weslaco State TX Zip Code 78596 E-Mail: genepena@plumbingandelectric.com

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 Gene P. Peña Date 5-31-23
Owner

Signature _____ Date _____
Applicant

Signature [Signature] Date 5/31/23
Authorized Agent



Ronnie Cruz
635 S. Airport Dr.
Penco RGV Addition lot 1

Purpose for the Rezone Request

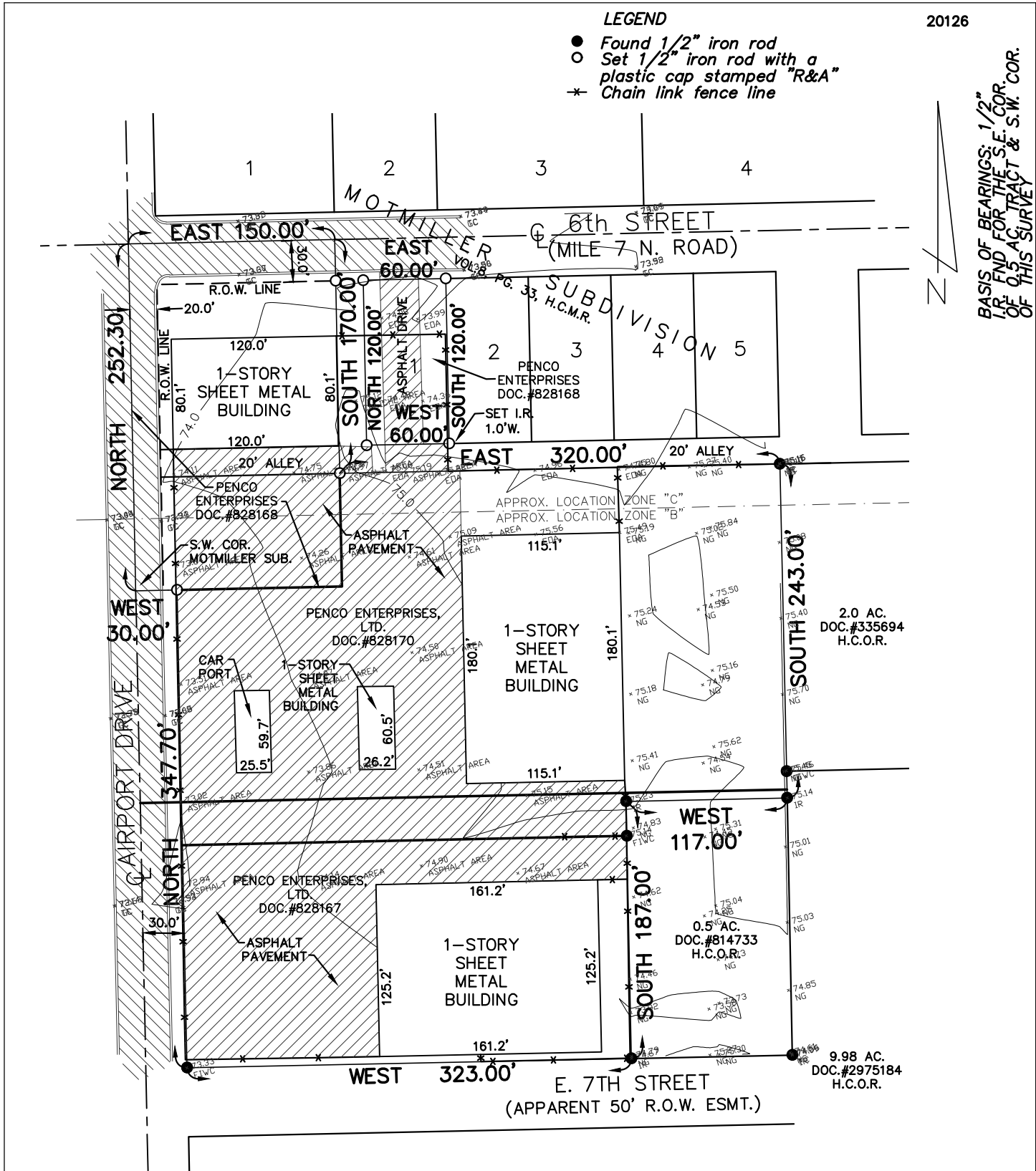
Existing zoning: R-1
Existing land use: Vacant Land
Prop Zone: B-2



JUN 5, 2023

SMV WESLACO L.P. C/O CAMMEBY'S INTERNATIONAL LTD 45 BROADWAY FL 25 NEW YORK NY 10006	W3800-00-701-0000-16 WEST TRACT S300'-N1247.70'-W330' FT 2.06AC NET 721 S AIRPORT DR	L: 117669 B: 550680
WESLACO INDEPENDENT SCHOOL 319 WEST FOURTH STREET WESLACO TX 78596	W3800-00-701-0000-17 WEST TRACT AN IRR TR N430.95'-S882.98' 701 9.96 AC GR 9.93 AC NET 7 S AIRPORT BLVD	L: 173775 B: 0
BLWT-WESLACO 2 LTD 6646 IRON HORSE BLVD NORTH RICHLAND HILLS TX 76180	W3800-00-701-0000-20 WEST TRACT N223.56'-S1150'-E389.69'- 701 2AC NET 6 S AIRPORT BLVD	L: 65363 B: 0
PENCO RGV ENTERPRISES LLC 625 S AIRPORT WESLACO TX 78596	W3800-00-701-0000-48 WEST TRACT E320'-W470'-S82.30'-N550' & 04.59'-W470' FT 701 2.27AC GR 2.16AC 625 S AIRPORT DR	L: 123381 B: 99263
PENCO RGV ENTERPRISES LLC 625 S AIRPORT WESLACO TX 78596	W3800-00-701-0000-64 WEST TRACT S161.26'-N568.15'-W470' FT R 1.63AC NET 645 S AIRPORT DR	L: 93107 B: 162074

ROBLES & ASSOCIATES, NOR THE SURVEYOR OF RECORD RESEARCHED OR PREPARED A TITLE REPORT OR ABSTRACT OF TITLE ON THE ABOVE PROPERTY. EASEMENTS OF RECORD MAY AFFECT SUBJECT PROPERTY.



SURVEY PLAT OF
LOT 1, BLOCK 2, AND 0.8688 AC. OUT OF MOTTMILLER
SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN VOLUME 8, PAGE 33, H.C.M.R.
AND A TRACT OF LAND OUT OF FARM TRACT 701,
WEST TRACT SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37, H.C.M.R.

I, REYNALDO ROBLES, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION, THAT 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 "B" (AREAS BETWEEN LIMITS OF THE 100-YR FLOOD AND 500-YR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.) AND ZONE "C" (AREAS OF MINIMAL FLOODING.) OF FIRM COMMUNITY PANEL NO.480349 0005 B, EFFECTIVE DATE OF MARCH 4, 1980.

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

PREPARED FOR: GENE PEÑA

RA

ROBLES &
ASSOCIATES, PLLC

PROFESSIONAL LAND SURVEYORS

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

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

SURVEYED: 3-29-19

DRAWN BY: JR/4-08-19

SCALE: 1"=100'

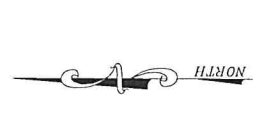
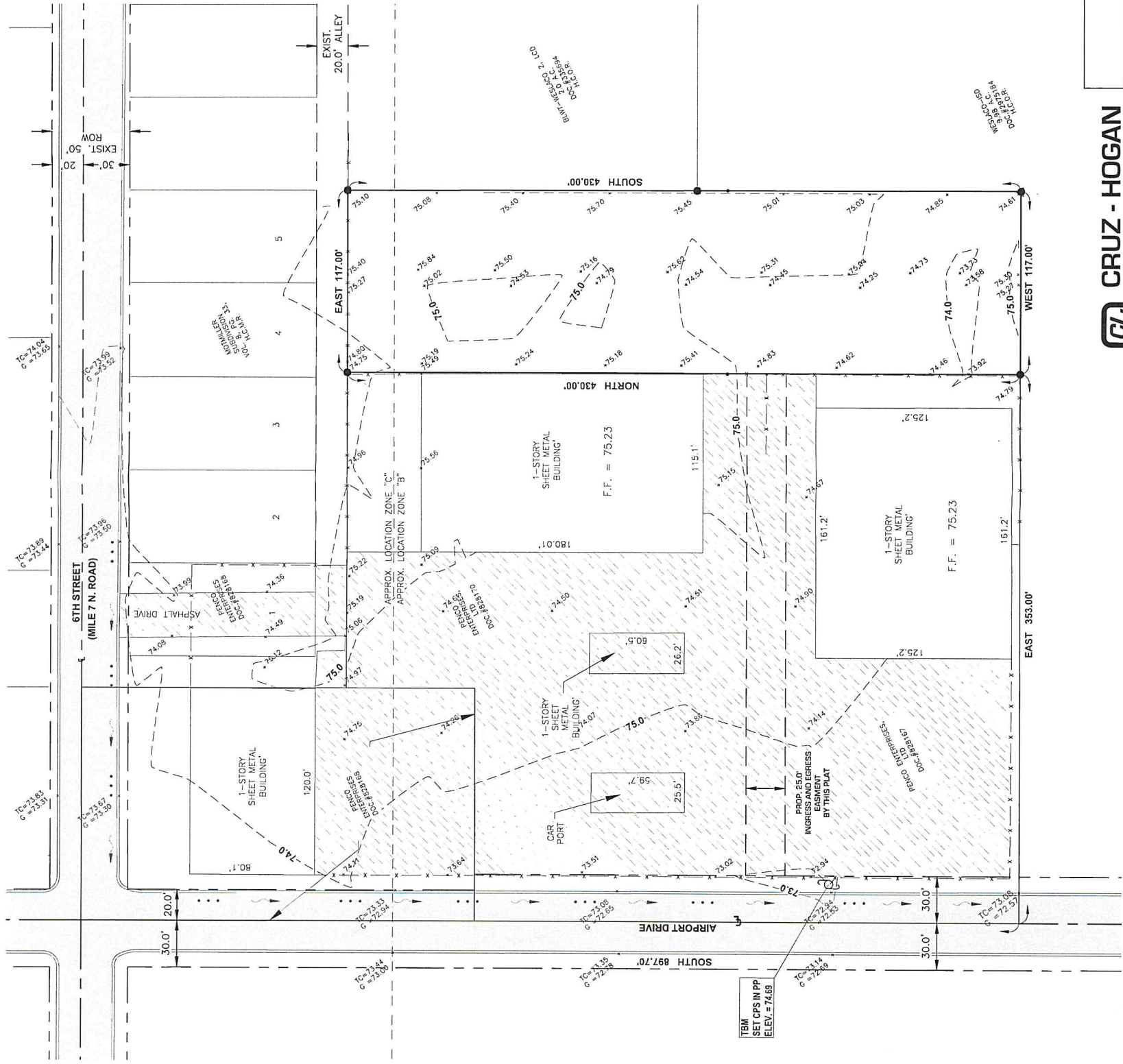
JOB No. 20126

TITLE
COMMITMENT No.

REVISED:

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

© COPYRIGHT 2019



0 50
GRAPHIC SCALE

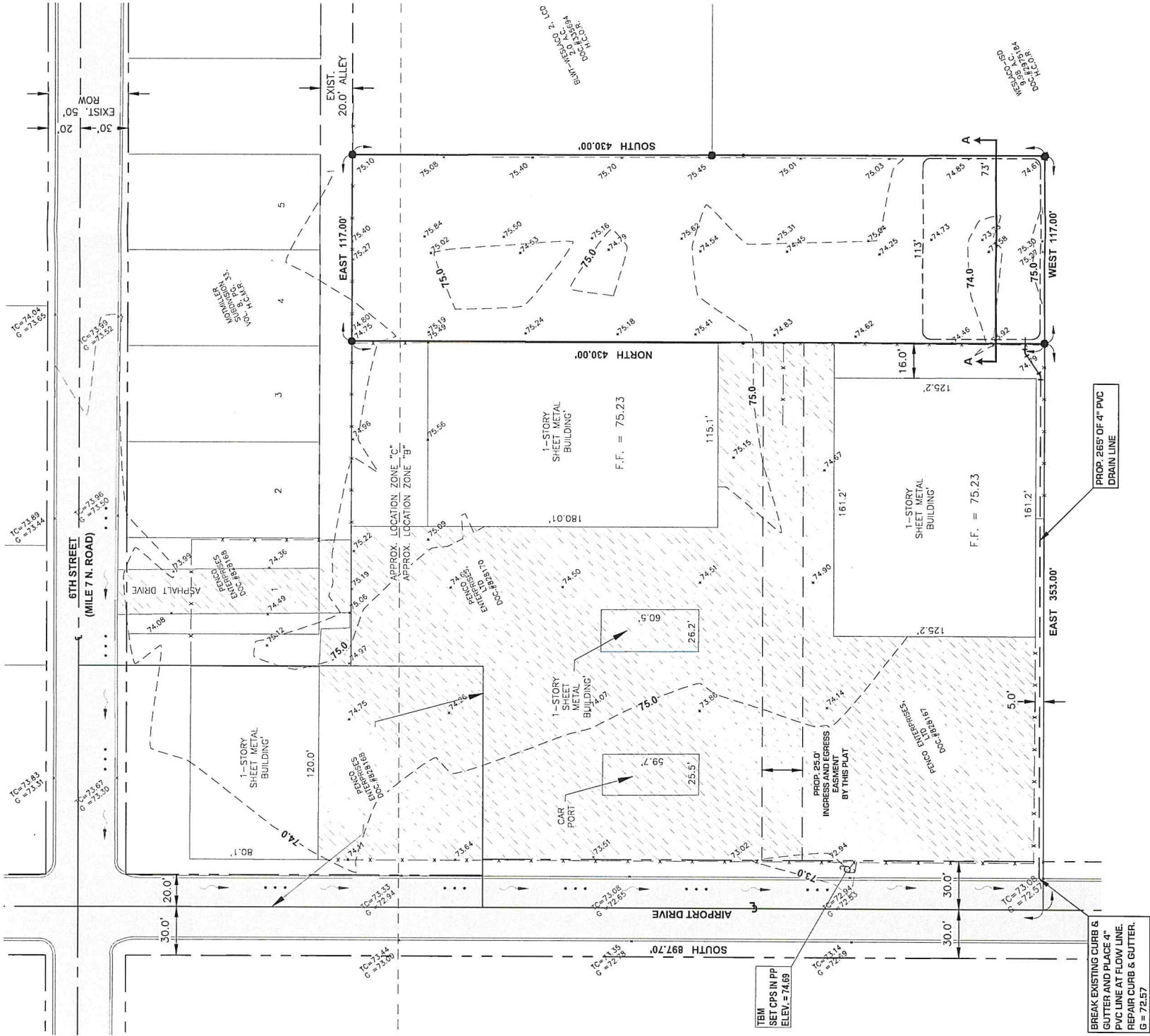
- LEGEND**
- FOUND 1/2" IRON ROD
 - SET 1/2" IRON ROD WITH PLASTIC CAP MARKED "T&A"
 - x — CHAIN LINK FENCE

CRUZ - HOGAN
Engineers | Planners
McAllen | Harlingen | Weslaco
TYPE FIRM REGISTRATION NO: F-4860

PENCO RGV ADDITION

TOPO & UTILITIES

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	D. L.		APRIL 2023		



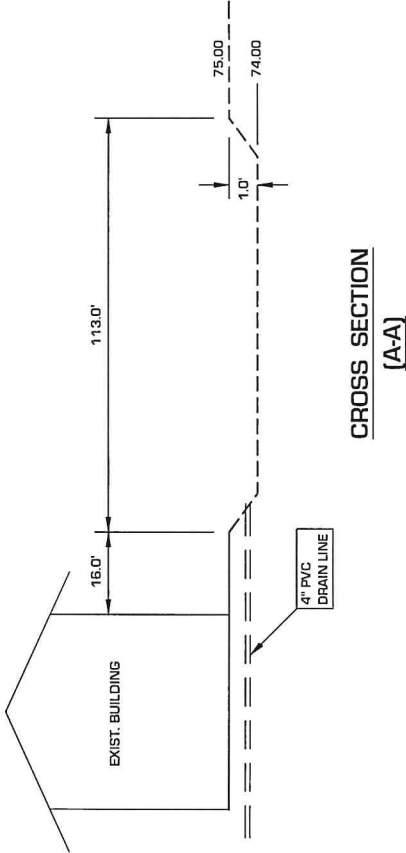
0 50
GRAPHIC SCALE

- LEGEND**
- FOUND 1/2" IRON ROD
 - SET 1/2" IRON ROD WITH PLASTIC CAP MARKED "T&A"
 - x - CHAIN LINK FENCE

**DETENTION POND REQUIRED
OF STORAGE**

113' X 73' X 1.0' = 8,249 cu. ft.

8,213 cu. ft. REQUIRED



PROP. 26\"/>

BREAK EXISTING CURB &
GUTTER AND PLACE 4\"/>



McAllen | Harlingen | Weslaco

TBPE FIRM REGISTRATION No. F-4890

PENCO RGV ADDITION

DETENTION POND & DRAINAGE

DESIGN	DRAWN	PROJECT NO.	DATE	FILE	SHEET NO.
R. C.	D. L.		APRIL 2023		

Rezone Request

R-2 to B-1

Legend

635 S Airport Dr

Best Little Warehouse In Texas

Rodriguez Tortilleria & café

Central Plumbing & Electric Supply

E 6th St

E 6th St

S Airport Dr

Google Earth



300 ft

ORDINANCE NO. 2023-31

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 635 S AIRPORT DR. ALSO BEING 0.50 ACRE BEING WEST TRACT E 117'- W470'-N187'-S907" OUT OF FARM TRACT 701, WESLACO HIDALGO COUNTY, TEXAS. FROM R-2 DUPLEX AND APARTMENT 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-2 Duplex and Apartment District to B-1 Neighborhood Business District located at 635 S Airport Dr. also being 0.50 acre being West Tract E 117'- W470'-N187'-S907" out of Farm Tract 701, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of July 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: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6712	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Roadhouse Enterprises, Inc. to approve a Conditional Use Permit to obtain a On-premise mixed beverage, Food and Beverage and Late Hours Certificate at 626 E IH 2, also being Lot 1, Replat of Lots 4, 7 and 8 Shops at N. Bridge Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a On-premise mixed beverage, Food and Beverage and Late Hours Certificate. Six (6) property owners within 200 feet of the applicant's property were notified by letter on June 23, 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: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on June 21, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of July 5, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the conditional use permit.			
Attachments, if any: CUP- 626 E IH 2- Memo, 626 E IH 2 -Application, Notice, Radius map, 626 E IH 2- 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- 626 E IH 2

DATE: July 11, 2023

The applicant is proposing to obtain a permit for the proposed Texas Roadhouse. This location will be a primarily restaurant base establishment. The property owners have already applied for a building permit and are going through the process to address staff comments. The Planning & Zoning recommended approval of the conditional use permit. Staff has not received any petitions for against this item from the surrounding property owners.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR CONDITIONAL USE PERMIT

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

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

FILE NO. _____

PROPOSED PROJECT

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

Lot 1 Block A

Subdivision Name Shops at North Bridge

Street Address 626 E IH 2 Weslaco, TX 78596

Existing Zoning B-1 Neighborhood Business Existing Land Use Vacant

Purpose for the Conditional Use Permit Request Full Service Restaurant / Alcohol Sales

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

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

APPLICANT Caitlin Kincaid for

Name Roadhouse Enterprises, Inc. Phone 469-750-0885

Address 6040 Dutchmans Lane Fax: _____

City Louisville State KY Zip Code 40205 E-Mail: JReid@GreenbergFarrow.com

OWNER

Name Shops at N Bridge, LLC / Craig Garansuay Phone 210-667-6466

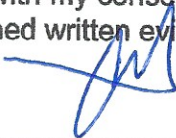
Address 105 Sequoia Drive Fax: _____

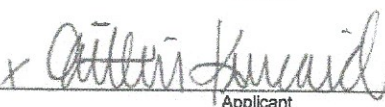
City San Antonio State TX Zip Code 78232 E-Mail: Craig@CorporateAssetPartners.com

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

Yes _____ No X

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

Signature  Date 5.26.2023
Owner

Signature  Date 5-25-23
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 in Newspaper Date _____

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

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



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texans Helping Businesses & Protecting Communities

**Required
Certifications**

Join TABC in the fight against human trafficking

L-CERT (7/2022)

Submit this form to the proper officials to obtain certification for the type of license/permit for which you are applying as required by TX Alc. Bev. Code, Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13. This Required Certifications form must be submitted with your Initial Application form.
Contact your local TABC office for assistance.

LOCATION INFORMATION

1. Trade Name of Location (Name of restaurant, bar, store, etc.) Texas Roadhouse			
2. Owner of Business/Applicant (Name of Corporation, LLC, etc.) Roadhouse Enterprises, Inc.			
3. Type of Owner ☒ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership ☐ Other: _____			
4. Location Address 626 E IH 2			
City Weslaco		County Hidalgo	State TX Zip Code 78596
5. Mailing Address 6040 Duchmans Lane ATTN: Licensing, Texas Roadhouse Support Center			
City Louisville		County Jefferson	State KY Zip Code 40205
6. Business Telephone Number pending		Alternate Telephone Number 502-855-5512	E-mail Address katie.mccullum@texasroadhouse.com
7. Application for:			
☒ Original	☐ Reinstatement	License/Permit Number _____	☐ Reinstatement and Change of Trade Name
	☐ Change of Location	License/Permit Number _____	☐ Change of Location and Trade Name
8A. Type of Off-Premise Retailer License/Permit: ☐ BF Retail Dealer's Off-Premise License ☐ E Local Cartage Permit ☐ P Package Store Permit ☐ BQ Wine and Malt Beverage Retail Dealer's Off-Premise Permit ☐ ET Third-Party Local Cartage Permit ☐ Q Wine Only Package Store ☐ LP Local Distributor's Permit			
8B. Type of On-Premise Retailer License/Permit ☐ BE Retail Dealer's On-Premise License ☐ E Local Cartage Permit ☒ MB Mixed Beverage ☐ BG Wine and Malt Beverage Retail Dealer's On-Premise Permit ☒ FB Food and Beverage Certificate ☐ WP Waterpark Permit ☐ BP Brewpub License ☒ LH Late Hours Certificate			
8C. Type of Wholesaler's, Distributor's, or Manufacturer's License/Permit ☐ BB General Distributor's License ☐ D Distillers and Rectifiers Permit - allows on-premise consumption ☐ S Nonresident Seller's Permit ☐ BC Branch Distributor's License ☐ DS Out-of-State Winery Direct Shipper's Permit ☐ SD Brewer's Self-Distribution License ☐ BN Nonresident Brewer's License ☐ G Winery - allows on-premise consumption ☐ W Wholesaler's Permit ☐ BW Brewer's License ☐ J Bonded Warehouse ☐ X General Class B Wholesaler Permit ☐ JD Bonded Warehouse (Dry Area)			
9. For On or OFF-Premise Applicants, Indicate Primary Business Type at this Location			
☐ Bar	☐ Grocery/Market	☐ Package Store	☐ Sexually Oriented
☐ Civic Center	☐ Hotel	☐ Public Entertainment Fac. (PEF as defined in Sec. 108.73)	☐ Sporting Arena
☐ Convenience Store	☐ Motel	☐ Racetrack	
☐ Delivery Company	☐ Movie Theater	☒ Restaurant	

Trade Name: _____ Texas Roadhouse

Location Address: 626 E IH 2

City: Weslaco

County: Hidalgo

Off-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the city secretary...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 permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary: P, Q, BF, BQ

TX Alc. Bev. Code, Section 11.37 & 61.37

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ BF	The legal sale of malt beverages for off-premise consumption only ☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
☐ BF, BQ, Q	The legal sale of malt beverages and wine for off-premise consumption only
☐ BF, BQ, Q, P	The legal sale of all alcoholic beverages for off-premise consumption only

OR

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

SIGN

HERE _____, _____, TEXAS
City Secretary/Clerk City

SEAL

On-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the city secretary...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 permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary (FOR MB, MB/FB, BG, BG/FB, BE, & BE/FB)

TX Alc. Bev. Code, Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ MB	Mixed Beverage Permit
☐ MB/FB	Mixed Beverage Restaurant Permit with required Food and Beverage Certificate
☐ BG*	Wine and Malt Beverage Retail Dealer's On-Premise Permit
☐ BG/FB*	Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate
☐ BE*	Retail Dealer's On-Premise License
☐ BE/FB*	Retail Dealer's On-Premise License with required Food and Beverage Certificate
*Mark box on right for BE and/or BE/FB	☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
*Mark box on right for any of the following license or permit types BG, BG/FB BE, BE/FB	Election for given location was held for: ☐ legal sale of malt beverage/wine (17%) on-premise AFTER Sept. 1, 1999 OR ☐ legal sale of malt beverage/wine (14%) on-premise BEFORE Sept. 1, 1999

SIGN

HERE _____, _____, TEXAS
City Secretary/Clerk City

SEAL

Certification for Late Hours Certificate (LH)

TX Alc. Bev. Code, Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

☐	The governing body of this city or county has by ordinance or order authorized the sale of mixed beverages between midnight and 2:00 A.M.;
OR	
☐	The governing body of this city or county has by ordinance or order authorized the sale of malt beverage between midnight and _____ A.M.;
OR	
☐	The population of the city or county where premises are located was 500,000 or more according to the 24 th Decennial Census of the United States as released by the Bureau of the Census on April 1, 2020;
OR	
☐	The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2020).

SIGN

HERE _____, _____, TEXAS
City Secretary/Clerk City

SEAL

Trade Name: Texas Roadhouse

Location Address: 626 E IH 2 City: Weslaco County: Hidalgo

Wholesaler, Distributor or Manufacturer Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the city secretary...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 permit is sought is prohibited by charter or ordinance.

Certificate of City Secretary for: J

☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this ____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

Certificate of City Secretary for Winery (G) Applicants

Per Sec. 16.011, "A winery permit may be issued for premises in an area in which the sale of wine has not been authorized by a local option election..."

I hereby certify on this ____ day of _____, 20____, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

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

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

Certificate of City Secretary for: BW & D

I hereby certify on this ____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages, and

☐ does ☐ does not allow for on-premise consumption and

☐ does ☐ does not allow for off-premise consumption in accordance with 501.035 of the Election Code.

OR

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

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

Certificate of City Secretary for: BB, BC, W & X

Applicants Per Sec. 251.79 "a wholesaler's permit, general class B wholesaler's permit, or a general or branch distributor's license may be issued and licensed premises maintained *in any area where the sale of any alcoholic beverage is legal.*"

I hereby certify on this ____ day of _____, 20____, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

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

SIGN

HERE _____, TEXAS
City Secretary/Clerk City

S E A L

Trade Name: _____ Texas Roadhouse _____

Location Address: 626 E IH 2 _____ City: Weslaco _____ County: Hidalgo _____

Off-Premise Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the county clerk...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order....

Certificate of County Clerk: P, Q, BF, BQ

TX Alc. Bev. Code, Section 11.37 & 61.37

☐ CHECK HERE IF NOT IN CITY LIMITS

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Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
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☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN

HERE _____, _____ County
County Clerk

SEAL

On-Premise Certifications

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Certificate of County Clerk (FOR MB, MB/FB, BG, BG/FB, BE, & BE/FB)

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I hereby certify on this _____ day of _____, 20____, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

Permits/Licenses Wet For	Based on most recent local option election, area is wet for:
☐ MB	Mixed Beverage Permit
☐ MB/FB	Mixed Beverage Restaurant Permit with required Food and Beverage Certificate
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☐ BG/FB*	Wine and Malt Beverage Retail Dealer's On-Premise Permit with required Food and Beverage Certificate
☐ BE*	Retail Dealer's On-Premise License
☐ BE/FB*	Retail Dealer's On-Premise License with required Food and Beverage Certificate
*Mark box on right for BE and/or BE/FB	☐ greater than 5% alcohol by volume OR ☐ 5% or less alcohol by volume
*Mark box on right for any of the following license or permit types BG, BG/FB BE, BE/FB	Election for given location was held for: ☐ legal sale of malt beverage/wine (17%) on-premise AFTER Sept. 1, 1999 OR ☐ legal sale of malt beverage/wine (14%) on-premise BEFORE Sept. 1, 1999

SIGN

HERE _____, _____ County
County Clerk

SEAL

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I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

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OR	
☐	The governing body of this city or county has by ordinance or order authorized the sale of malt beverage between midnight and _____ A.M.;
OR	
☐	The population of the city or county where premises are located was 500,000 or more according to the 24 th Decennial Census of the United States as released by the Bureau of the Census on April 1, 2020;
OR	
☐	The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2020).

SIGN

HERE _____, _____ County
County Clerk

SEAL

Trade Name: _____ Texas Roadhouse _____

Location Address: 626 E IH 2 _____ City: Weslaco _____ County: Hidalgo _____

Wholesaler, Distributor or Manufacturer Certifications

Per Sec. 11.37, not later than the 30th day after the date a prospective applicant for a permit...requests certification, the county clerk...shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the permit is sought is prohibited by any valid order....

Certificate of County Clerk for: J

☐ CHECK HERE IF NOT IN CITY LIMITS

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SIGN

HERE _____, _____ County
County Clerk

SEAL

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I hereby certify on this ____ day of _____, 20__, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

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

SIGN

HERE _____, _____ County
County Clerk

SEAL

Certificate of County Clerk for: BW & D

I hereby certify on this ____ day of _____, 20__, that this location address is in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages, and

☐ does ☐ does not allow for on-premise consumption and

☐ does ☐ does not allow for off-premise consumption in accordance with 501.035 of the Election Code.

OR

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

SIGN

HERE _____, _____ County
County Clerk

SEAL

Certificate of County Clerk for: BB & BC, W & X

Applicants Per Sec. 251.79 "a wholesaler's permit, general class B wholesaler's permit, or a general or branch distributor's license may be issued and licensed premises maintained in any area where the sale of any alcoholic beverage is legal."

I hereby certify on this ____ day of _____, 20__, that this location address ☐ is ☐ is not in a "wet" area for this type of license or permit and inside the boundaries of this jurisdiction, where it is legal to sell such alcoholic beverages.

OR

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

SIGN

HERE _____, _____ County
County Clerk

SEAL

Trade Name: _____ Texas Roadhouse _____

Location Address: 626 E IH 2 _____ City: Weslaco _____ County: Hidalgo _____

**Publisher's Affidavit for All Applicants Except BN, DS, S
TX Alc. Bev. Code, Section 11.39 and 61.38**

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE Click here to see example of newspaper publication
City, County		
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)		
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date (MM/DD/YYYY)		
Signature of Notary Public		
S E A L		

Comptroller of Public Accounts Certificate for All Applicants

TX Alc. Bev. Code, Section 11.46 (b) & 61.42 (b)

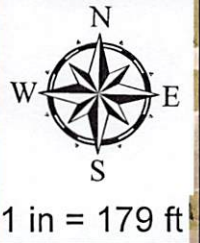
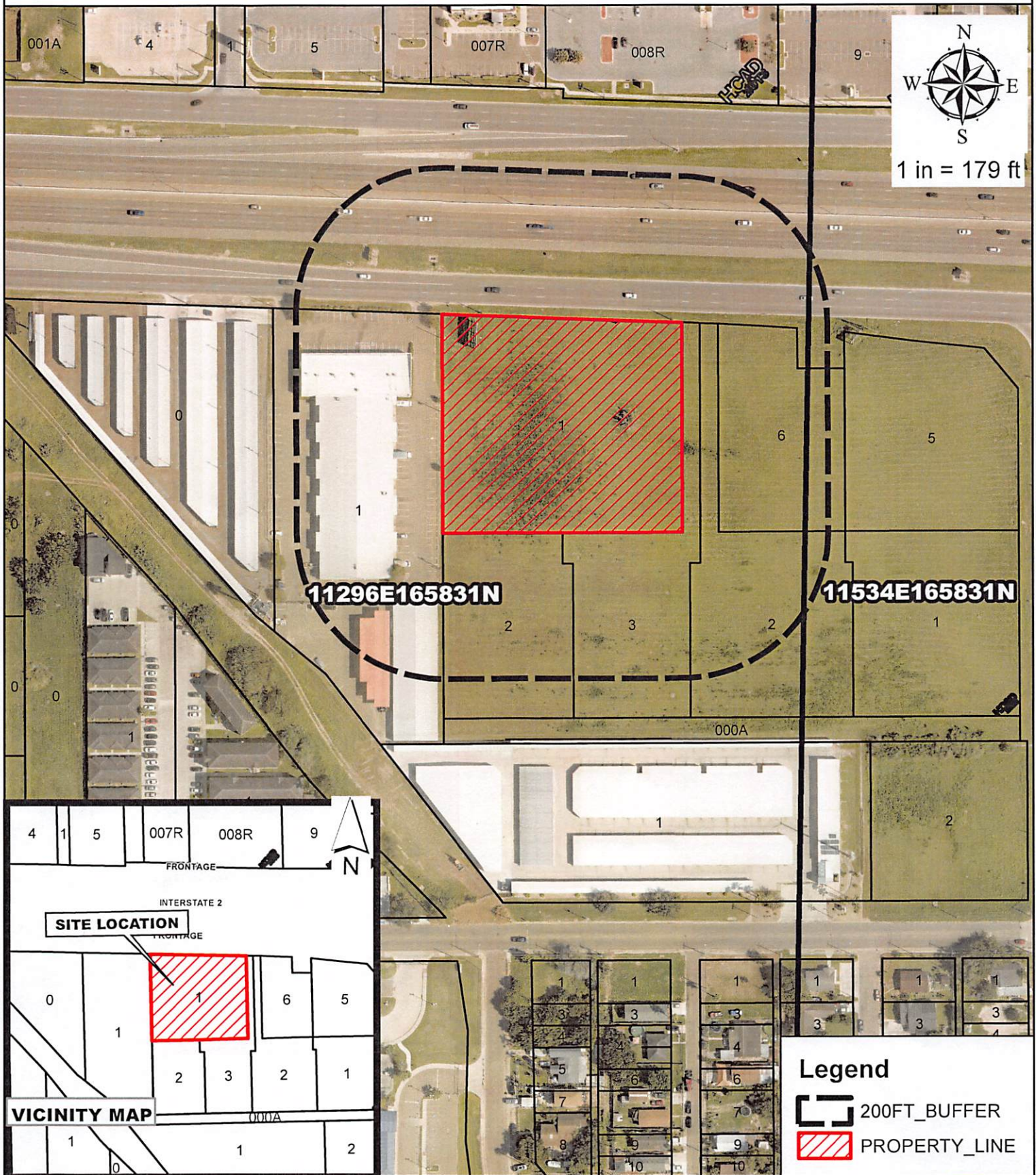
This is to certify on this _____ day of _____, 20_____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit and that none of the persons making this application are indebted to the State of Texas.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____ **FIELD OFFICE** _____ **S E A L**



11296E165831N

11534E165831N

SITE LOCATION

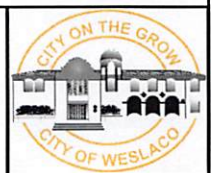
VICINITY MAP

Legend

- 200FT_BUFFER
- PROPERTY_LINE

Roadhouse Enterprises, Inc.
626 E IH 2
Re-Plat Shops at N. Bridge
Lot 1

Purpose for the Rezone Request
Existing zoning: B-1 & B-2
Existing land use: Vacant Land
CUP Request: TABC



JUN 8, 2023

HARLINGEN INVESTOR II 6646 IRON HORSE BLVD NORTH RICHLAND HILLS TX 76180	H1210-02-000-0001-00 HARLINGEN INVESTOR 2 LOT 1 502 E EXPRWY 83	L: 692396 B: 1064267
SHOPS AT N BRIDGE LLC 105 SEQUOIA DR SAN ANTONIO, TX 78232-2216	S3285-00-000-0002-00 SHOPS AT N. BRIDGE LOT 2 702 E INTERSTATE 2	L: 0 B: 0
SHOPS AT N BRIDGE LLC 105 SEQUOIA DR SAN ANTONIO, TX 78232-2216	S3285-00-000-0003-00 SHOPS AT N. BRIDGE LOT 3 636 E INTERSTATE 2	L: 0 B: 0
SHOPS AT N BRIDGE LLC 105 SEQUOIA DR SAN ANTONIO, TX 78232-2216	S3285-00-000-0006-00 SHOPS AT N BRIDGE LOT 6 716 E INTERSTATE 2	L: 0 B: 0
SHOPS AT N BRIDGE LLC 105 SEQUOIA DR SAN ANTONIO, TX 78232-2216	REPLAT SHOPS AT N BRIDGE LOT 1 626 E INTERSTATE 2	L: 0 B: 0
SHOPS AT N BRIDGE LLC 105 SEQUOIA DR SAN ANTONIO, TX 78232-2216	REPLAT SHOPS AT N BRIDGE LOT 2 602 E INTERSTATE 2	L: 0 B: 0

PROPOSED BASIN

PATIO 476 sf

TEXAS

2214 AC (86,430.65 SQ. FT.)

B-1 NEIGHBORHOOD BUSINESS DISTRICT

AUSTIN, TEXAS

2214 AC (86,430.65 SQ. FT.)

7450 SQ. FT.

7568 SQ. FT.

1 STORY

27 FEET 6 INCHES

LOT COVERAGE 8.22%

LOT AREA

BUILDING FOOTPRINT AREA

TOTAL BUILDING AREA

BUILDING HEIGHT

BUILDING HEIGHT

LOT COVERAGE

8.22%

2214 AC (86,430.65 SQ. FT.)

B-1 NEIGHBORHOOD BUSINESS DISTRICT

AUSTIN, TEXAS

2214 AC (86,430.65 SQ. FT.)

7450 SQ. FT.

7568 SQ. FT.

1 STORY

27 FEET 6 INCHES

LOT COVERAGE 8.22%

LOT AREA

BUILDING FOOTPRINT AREA

TOTAL BUILDING AREA

BUILDING HEIGHT

BUILDING HEIGHT

LOT COVERAGE

8.22%

7,926 sf

8'0"

10'0"

6'0"

16"

[illegible]

Professional Seal

PROFESSIONAL IN CHARGE
RYAN SCOTT
PROJECT MANAGER
JT
QUALITY CONTROL
JT
DRAWN BY
SK

©2024m Roadz inc. Apr 27, 2023 - 11:11



NORTH
 PROJECT NUMBER
 2002015240
 SHEET TITLE

500 GALLONS PER DAY

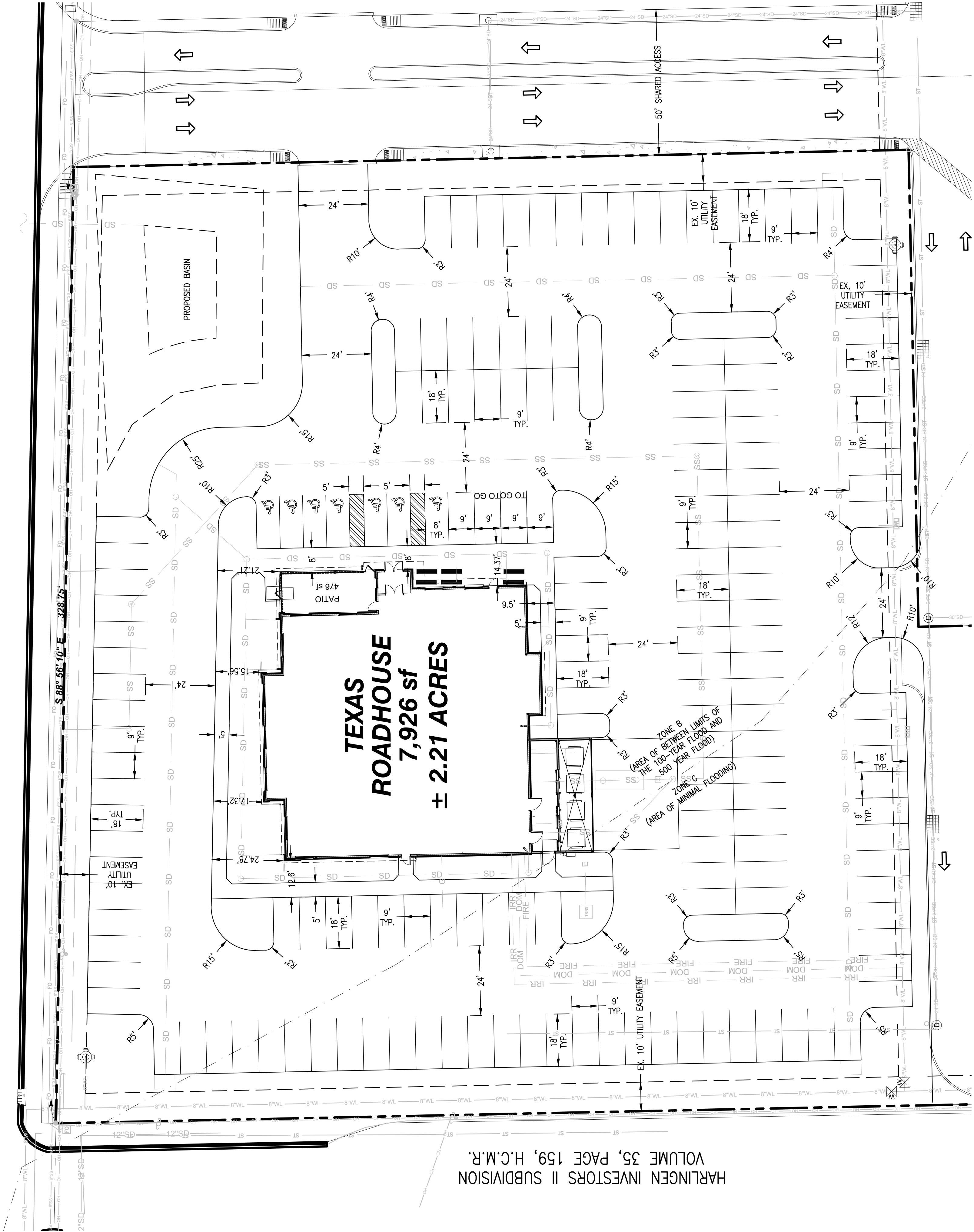
**SITE
PLAN**

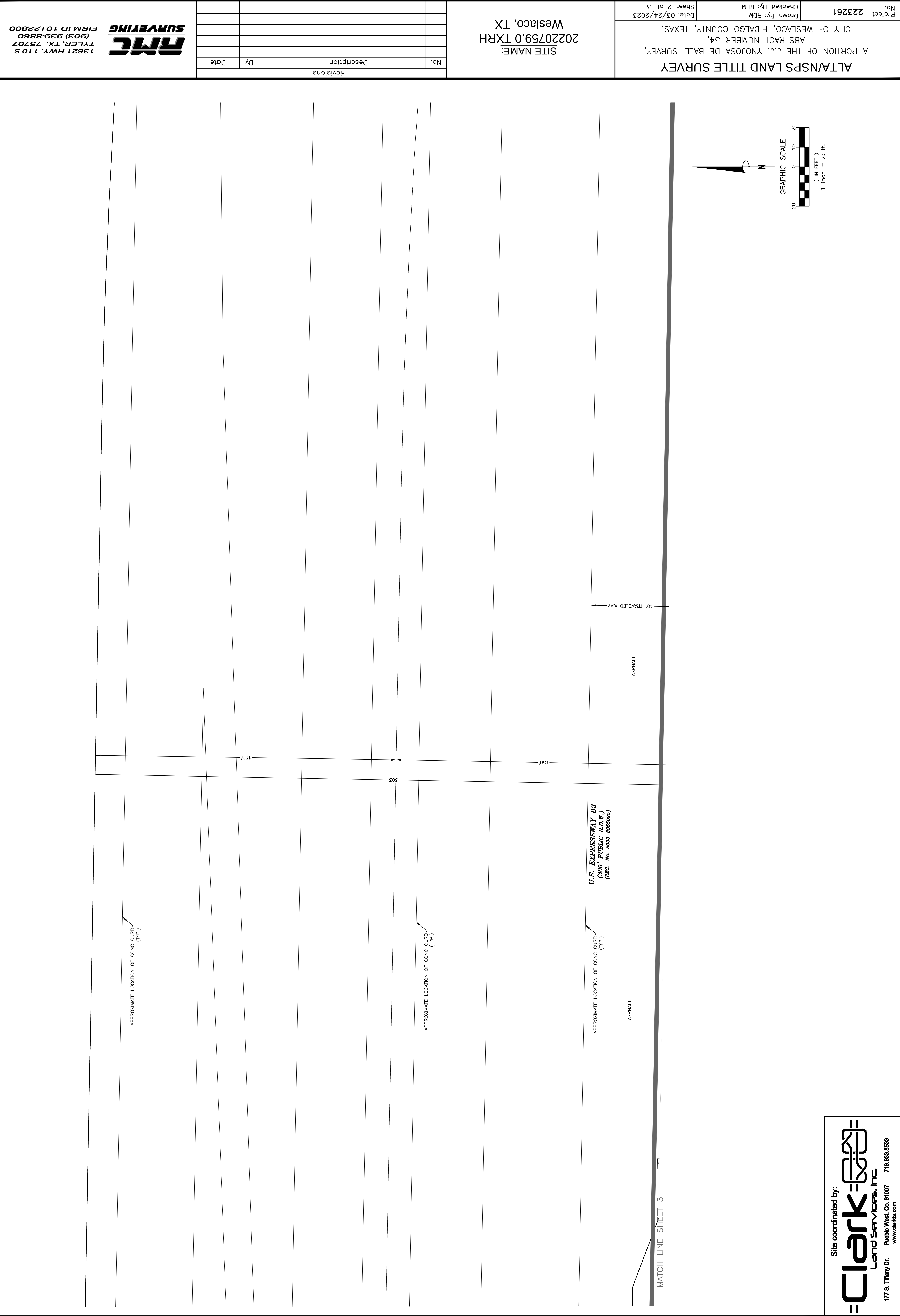
GRAPHIC SCALE

0 5 10 20

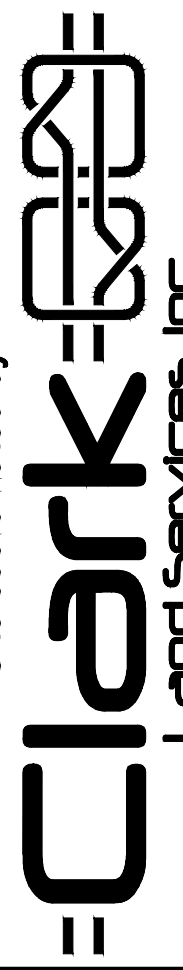
A site plan diagram showing a rectangular area with a checkered pattern. The area is divided into a grid of squares. A scale bar is located below the grid, with markings for 0, 5, 10, and 20. The text 'GRAPHIC SCALE' is written above the scale bar. A north arrow is located to the right of the scale bar, pointing upwards. The text '500 GALLONS PER DAY' is written at the top of the page. The title 'SITE PLAN' is written in large, bold, black letters at the bottom of the page.

Name: P1202209 SP-01

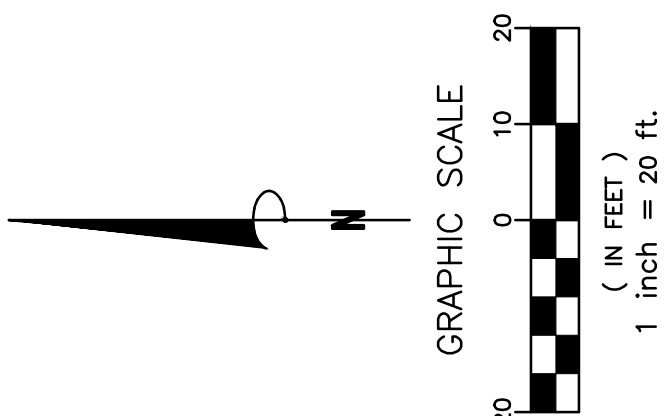




Site coordinated by:

**Clark**
Land Services, Inc.

177 S. Tiffany Dr. Pueblo West, Co. 81007 719.693.9533
www.clarks.com



Project No. 223261

Drawn By: RDM

Checked By: RLM

Date: 03/24/2023

Sheet 2 of 3

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE J.J. YNOJOSA DE BALLI SURVEY,
ABSTRACT NUMBER 54,
CITY OF WESLACO, HIDALGO COUNTY, TEXAS.

SITE NAME:
20220759.0 TXRH
Weslaco, TX

Revisions

No.	Description	By	Date

**RMC**
SURVEYING

13621 HWY. 110 S
TYLER, TX. 75707
(903) 939-8860
FIRM ID 10122800

CUP Request

TABC

Legend

635 S Airport Dr

E Expressway 83

US-83 Frontage Rd

ate Hwy 2

83

2

83

E Interstate Hwy 2

E Frontage Rd

Best Little Warehouse In Texas

Just Sports

Express Employment Professionals

Freddy's Frozen Custard & Steakburgers

Payne Pre-Ov

James Ave

Cold Stone Creamery

James Avery Artisan Jewelry

N Bridge Ave

Google Earth

400 ft





Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6713	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Mario Mendiola to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On-Premise Permit at 400 S Kansas Ave. also being Lot 1-6, Block 33, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit. Nineteen (19) property owners within 200 feet of the applicant's property were notified by letter on June 23, 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: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on June 21, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of July 5, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the conditional use permit			
Attachments, if any: CUP- 400 S Kansas Ave-Memo, 400 S Kansas Ave-Application, Notice, Radius map, 400 S Kansas Ave- 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- 400 S Kansas Ave

DATE: July 11, 2023

The applicant is proposing to obtain a permit for Wine and Malt Beverage Retailer's On-Premise permit at the proposed location. This location already has a conditional use permit for a TABC License but has since changed ownership. The owner is now transferring the license to his name. The Planning & Zoning recommended approval of the conditional use permit. 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. _____

PROPOSED PROJECT

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

Lot 1, 2, 3, 4, 5, 6 Block 33

Subdivision Name WESLACO Original Townsite &

Street Address 400 S. Kansas Ave.

Existing Zoning CD Existing Land Use Eatery

Purpose for the Conditional Use Permit Request Alcohol sales,
Beer and wine, food and beverages

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

Property fenced in.

_____ \$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 Mario Omar Mendiola Phone (956) 246-8812

Address 100 E. 10th Street Fax: N/A

City Weslaco State TX Zip Code 78596 E-Mail: marioomendiola23@gmail.com

OWNER

Name MARIO OMAR MENDIOLA Phone (956) 246-8812

Address _____ Fax: N/A

City WESLACO State TX Zip Code 78596 E-Mail: thetoverbardtw@gmail.com

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

Yes _____

No ✓

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

Signature _____

M. M. M.
Owner

Date _____

6/1/23

Signature _____

Applicant

Date _____

Signature _____

Authorized Agent

Date _____

STAFF USE ONLY

Accepted By _____

Payment Received By _____

Date Paid _____

Notice of Public Hearing
200' of Proposed Site

Date _____

P & Z Notice of Public H

CITY OF WESLACO

956-968-3181

***** REPRINT RECEIPT *****

Date _____

City Commission Notice
in Newspaper

REC#: 03040661 6/07/2023 4:28 PM

OPER: NV TERM: 041

REF#: 1093

PAID BY:

Date _____

Presented to P & Z Cor
Approved _____ Disa

TRAN: 800.0000 ENERGOV PAYMENT

Date _____

Presented to City Comi
Approved _____ Disa

TENDERED: 305.00 CHECK

APPLIED: 305.00-

CHANGE: 0.00

Date _____



TEXAS ALCOHOLIC
BEVERAGE COMMISSION
Texas Helping Businesses & Protecting Communities

Document reference ID : 242510

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID:	242510
Applicant Name:	The Tower Bar
License Type applied for:	Wine and Malt Beverage Retailer's On-Premise Permit (BG)

Entity Information

Business Structure:	General Partnership
FEIN/SSN Number:	931481705
Historically Underutilized Business:	No
Veteran-owned business:	No
Fraternal Owned:	No

Primary Business Entity Contact Information

Legal First Name:	Eli
Legal Middle Name:	Gonzalez
Email Address:	towerbardtw@gmail.com
Phone Number:	956-261-6612

Initial Application Information

Authority Type: I am a principal or authorized user with binding authority

Prefix: Mr

Legal First Name: Eli

Legal Last Name: Gonzalez

Email Address: towerbardtw@gmail.com

Phone Number: 956-261-6612

Principal Parties

Principal Parent Entity	Principal Party	Role	%Ownership
The Tower Bar	Eli Gonzalez	General Partner	50
The Tower Bar	Mario Mendiola	General Partner	50

Basic Business information

Business/Trade Name: The Tower Bar

What is your primary business at this location? Bar

Location's Phone Numbers

Business Phone Number 956-261-6612

Alternate Phone Number 956-246-8812

Location Address

Address: 400 S Kansas Ave, Weslaco, TX, United States, Hidalgo 78596

Is your location within city limits? Yes

Mailing Address Information

Address: 400 S Kansas Ave, Weslaco, TX, United States, Hidalgo 78596

Measurement Information

Measuring from the public entrance of your location along street lines and directly across intersections, will your location be within 1,000 feet of the nearest property line of a public or private school? No

Is a residential address or established neighborhood association located within 300 feet of any property line of your premises? No

Location Additional Information

Is the proposed location in a hotel or motel?	No
Alcohol percentage	Up to 14%

Sixty Day Sign Requirements

Posted the 60 day sign: No

Refuting reason: There has been a license for on premise sales within the last two years.

Projected Sales Information

Sales Year: 2023

Alcohol Sale: \$15,000.00

Food Sales: \$2,000.00

Total Sales: \$17,000.00

Property Ownership

Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location? Yes

Are you operating under? None

Location Diagram

Will the license or permit embrace the entire location address? Yes



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texas 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** 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
- ☐ **BE/FB** Retail Dealer's On-Premise License with **required** Food and Beverage Certificate

OR

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

SIGN HERE

City Secretary/Clerk

City

_____, TEXAS



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texans Helping Businesses & Protecting Communities

PUBLISHER'S AFFIDAVIT

Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</i>	
Signature of publisher or designee	
Sworn to and subscribed before me on this date	
Signature of Notary Public	
S E A L	
ATTACH PRINTED COPY OF THE NOTICE	



City of Weslaco Code Enforcement Dept.

JUN 9, 2023

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
SUNDERLAND TED PAUL 720 LION LAKE DR N WESLACO TX 78596	W2300-00-027-0007-00 WESLACO ORIGINAL TOWNSITE BLK 27 RTH BETWEEN 3RD & BUS 83 203 E BUS HWY 83	L: 265341 B: 464316
DK3 INVESTMENT GROUP LLC 702 W EXPY 83 STE 100 WESLACO TX 78599	W2300-00-032-0007-00 WESLACO ORIGINAL TOWNSITE LOTS 7 401 S KANSAS AVE	L: 163125 B: 493106
MENDIOLA MARIO & CYNTHIA 1506 VIDA DULCE WESLACO TX 78596	W2300-00-033-0001-00 WESLACO ORIGINAL TOWNSITE LOTS 1-6 111 E 5TH ST	L: 80025 B: 32229
LEAL ANDREW STEVEN & LORENA 3818 B SHEA WESLACO TX 78596	W2300-00-033-0007-00 WESLACO ORIGINAL TOWNSITE BLK 33 0 S KANSAS AVE	L: 16500 B: 3300
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	W2300-00-033-0008-00 WESLACO ORIGINAL TOWNSITE BLK 33 410 S KANSAS AVE	L: 40013 B: 61519
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	W2300-00-033-0011-00 WESLACO ORIGINAL TOWNSITE BLK 33 12 500 S KANSAS AVE	L: 21300 B: 113883
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	W2300-00-033-0011-01 WESLACO ORIGINAL TOWNSITE BLK 33 111 E 5TH ST	L: 11700 B: 67005

City of Weslaco Code Enforcement Dept.

JUN 9, 2023

AGD LP PO BOX 8097 WESLACO TX 78599	W2300-00-033-0013-00 WESLACO ORIGINAL TOWNSITE BLK 33 447 S TEXAS BLVD	L: 36300 B: 0
AGD LP PO BOX 8097 WESLACO TX 78599	W2300-00-033-0015-00 WESLACO ORIGINAL TOWNSITE BLK 33 431 S TEXAS BLVD	L: 36300 B: 190651
VILLARREAL JUAN J & MIRTHALA 3818 B SHEA WESLACO TX 78596	W2300-00-033-0017-00 WESLACO ORIGINAL TOWNSITE LOTS 17 0 S TEXAS BLVD	L: 36300 B: 146120
PORTALES OSCAR E & NANCY 2307 PRIMROSE WESLACO TX 78596	W2300-00-033-0019-00 WESLACO ORIGINAL TOWNSITE BLK 33 419 S TEXAS BLVD	L: 19800 B: 111438
VILLARREAL JUAN JAVIER & 3818 B SHEA WESLACO TX 78596	W2300-00-033-0020-00 WESLACO ORIGINAL TOWNSITE LOTS 20 415 S TEXAS BLVD	L: 36300 B: 152529
AMIGO STORES INC 14614 MANSFIELD DAM CT UNIT 11 AUSTIN TX 78734	W2300-00-033-0022-00 WESLACO ORIGINAL TOWNSITE LOT 401 S TEXAS BLVD	L: 54450 B: 261217
CGLUX INVESTMENTS LLC 330 S KANSAS AVE WESLACO TX 78599	W2300-00-026-0003-05 WESLACO ORIGINAL TOWNSITE S12.50' 4-9 BLK 26	L: 86694 B: 0



Google Earth

7 m

Camera: 52 m 26°09'26"N 97°59'24"W

27 m

Landsat / Copernicus Data SIO, NOAA, U.S. Navy, NGA, GEBCO INEGI

Weslaco, Texas

Google Street View

Nov 2017

[See more dates](#)

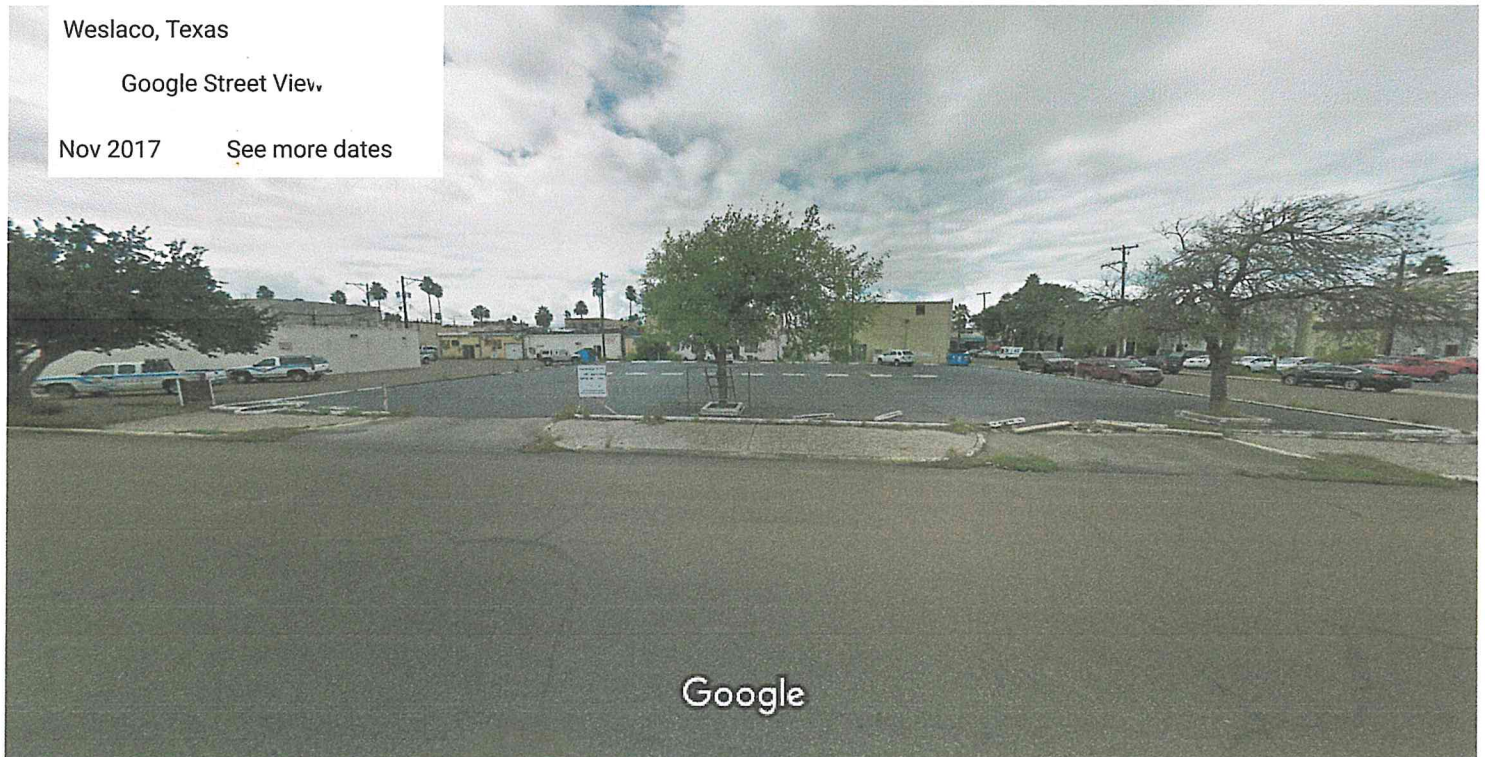
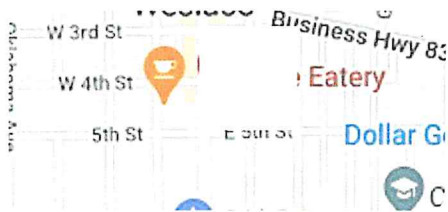


Image capture: Nov 2017 © 2023 Google

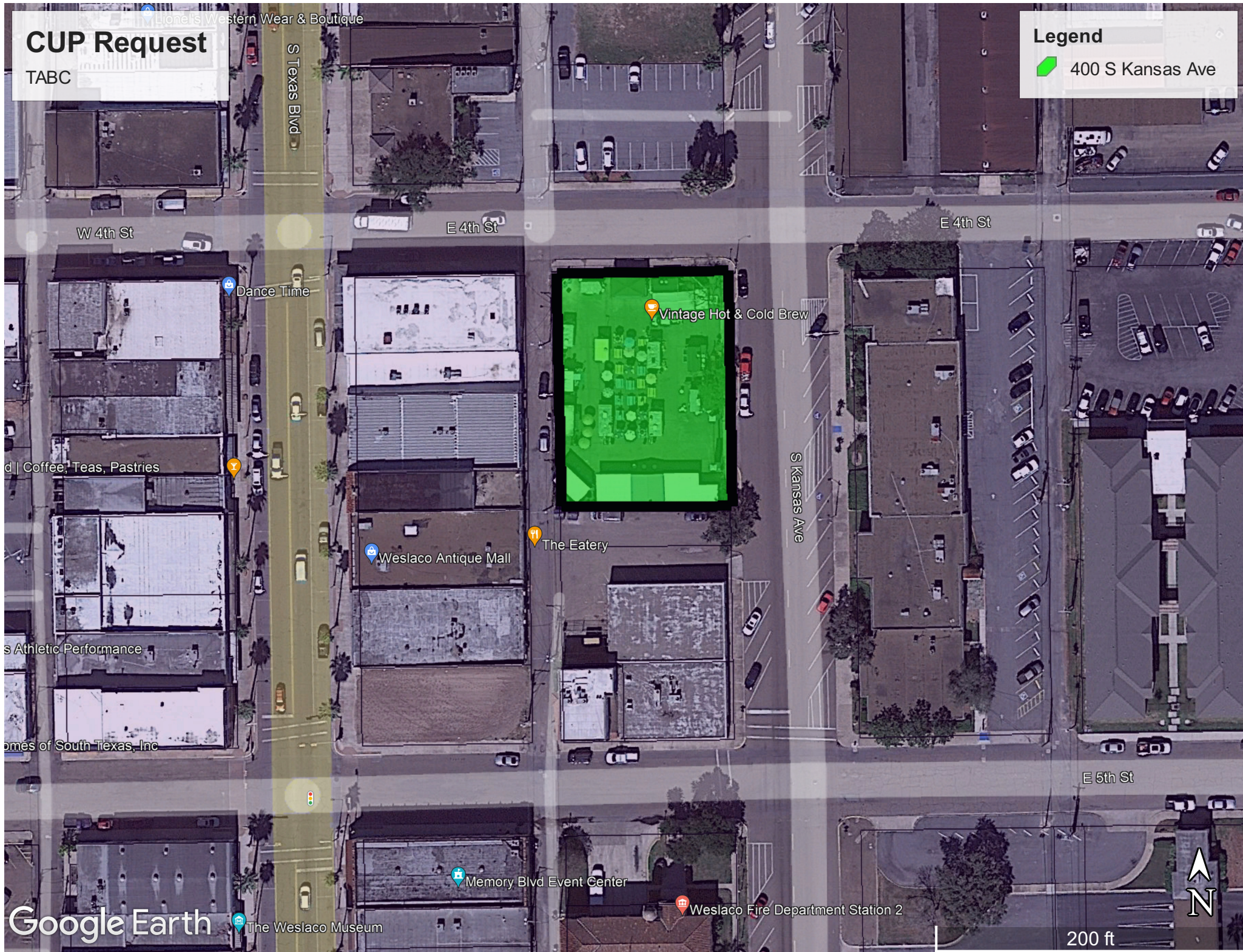


CUP Request

TABC

Legend

 400 S Kansas Ave





Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6714	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Final Plat for Monte Cielo Subdivision Phase I being 33.97-acres out of Farm Tract 214, West Tract Subdivision out of Llano Grande Grant, Weslaco, Hidalgo County, Texas. Located approximately 2,500 ft. south of Mile 10 North on the east side of Mile 6 ½ West and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed one-hundred and fifty-seven (157) lot subdivision is located outside the City of Weslaco. This subdivision is being serviced with water by North Alamo Water Supply through an 8" waterline and sewer by City of Weslaco through a 8" sewer line. The property is within a Flood Zone "A" and "X".			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat at their regular meeting of July 5, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of Final Plat.			
Attachments, if any: Monte Cielo Phase 1 - Memo, Monte Cielo Phase 1-Applications, Drainage Reports, and Legal Documents, Monte Cielo- Aerial, Monte Cielo- 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

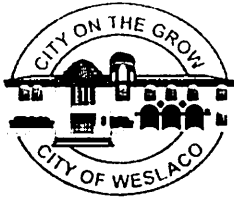
RE: Monte Cielo Phase 1- Final Plat

DATE: July 11, 2023

The proposed use for the 157-lot subdivision is for single family type use and is located just outside the city limits of Weslaco. The developer has not requested any variance at this time. The subdivision will be provided with water by NAWSC and sanitary sewer by the City of Weslaco. The developer has decided to pursue voluntary annexation and staff should be receiving the petition within the next few weeks. 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-000471-2023
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: Monte Cielo Subdivision Phase I

Location: East Side of mile 6 1/2 West Road, 1/2 mile south of Mile 10 North

Legal Description: 33.97 acres, being a part or portion of Farm Tract 214, The West Tract Subdivision, out of Llano Grande Grant, as recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, 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: n.a.

Existing Land Use: Agriculture Proposed Land Use: R-1 One Family Dwelling District

Number of Lots Proposed: 157 Gross Acreage: 33.97 Ac.

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION (developer)

Owner's Name: RD Monte Cielo, LLC. - Jason E. Garza Telephone: (956) 451-6390

Address: P.O. Box 6105

Fax: _____

City: McAllen State: TX Zip: 78502 E-mail: _____

ENGINEER INFORMATION

Name: Javier Hinojosa Engineering Telephone: (956) 668-1588

Address: 416 E. Dove Ave.

Fax: _____

City: McAllen State: TX Zip: 78504 E-mail: javier@javierhinojosaeng.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: North Alamo Water Supply Corp.

☒ YES ☐ NO Wastewater Provision: City of Weslaco

☒ YES ☐ NO Electric Company: Magic Valley Electric Co-op

☒ YES ☐ NO Phone Utility <u>AT&T</u>	☐ YES ☐ NO Gas Utility	☐ YES ☐ NO Cable Utility
---	--	--

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>No. 1</u>	☒ YES ☐ NO Irrigation District <u>H.C.C.I.D. No. 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

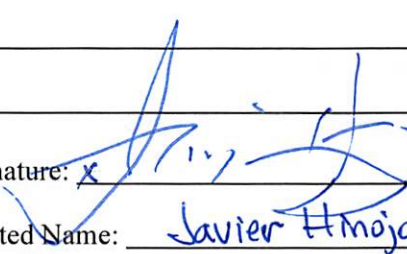
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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: 6/19/23

Authorized Agent Printed Name: Javier Hinojosa

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid: _____

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____

Proposed
Monte Cielo Subdivision
Weslaco, Texas

DRAINAGE REPORT

Prepared For:

City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Prepared By:

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

TBPELS FIRM NO. F-1295
416 E. Dove Avenue
McAllen, Texas 78504
(956) 668-1588
e-mail: javier@javierhinojosaeng.com

Revised May 10, 2023



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**Drainage Statement
Monte Cielo Subdivision
Weslaco, Texas**

Introduction

Monte Cielo Subdivision is a 46.41-acre tract of land out of Farm Tract 214, The West and Adams Tract Subdivision as recorded in Volume 2, Page 34-37, Hidalgo County Map Records. Monte Cielo Subdivision will be developed in multiple phases. This drainage statement addresses the entire subdivision. This subdivision is located along the east side of Mile 6 ½ West approximately 2,640 feet south of Mile 10 North and is within the E.T.J. of Weslaco, Texas. The developer will be applying for annexation into the City of Weslaco.

Flood Plain

Monte Cielo Subdivision is located in Zone "A" and "X" on a Flood Insurance Rate Map, Community Panel No. 480334 0450C, map revised May 30, 2002 to reflect LOMR. Zone "A" is defined as "no base flood elevations determined. Zone "X" is defined as "areas determined to be outside the 500-year floodplain." The minimum finish floor elevation shall be 18" above the top of curb as measured at the center of the lot or elevation 80.50, whichever is higher.

Soil Conditions

According to the soil survey report prepared for Hidalgo County by the USDA Natural Resources Conservation Service; the soils in this subdivision are found to be Hidalgo Fine Sandy Loam (25), Hidalgo Sandy Clay Loam (28) and Ustorthents, loamy (69). Soils group 25, 28 and 69 are in hydrologic group "B" and are moderately pervious with a relatively low plasticity index.

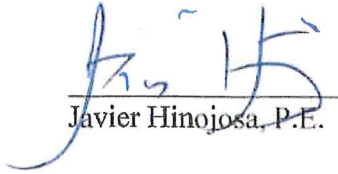
Pre-developed Conditions

The current land use for this property has been used for agricultural purposes and has an existing runoff in a southwesterly direction. Based on an existing 10-year storm, a total storm runoff of 25.20 cubic feet per second is being generated by this subdivision.

Proposed Conditions

Monte Cielo Subdivision is a proposed 211 single-family subdivision. Drainage shall be accomplished within this development with the placement of curb inlets to intercept drainage runoff generated by this subdivision. Pipe sizes shall range from a 24" to 42" throughout the subdivision and discharge into a proposed detention pond located along the south end of the subdivision. This development will increase runoff to a maximum of 186.33 cubic feet per second based on the 50-year storm frequency for an increase Q of 161.13 cubic feet per second. Required detention for this subdivision is 318,970 cubic feet (7.323 Ac.Ft.). The detention pond shall have a capacity of 328,234 cubic feet (7.535 Ac.Ft.) at an average water depth of 7.65 feet. The detention pond shall be fully excavated as part of Phase I construction and was designed to adequately hold the necessary detention for all phases of the development. Maintenance of the detention pond shall be provided for by the Monte Cielo Home Owners Association. The detention pond shall discharge into the existing HCDD No. 1 Weslaco North Drain with a 30" pipe at a slope of 0.374% which equates to a release of 25.09 cubic feet per second. A

HCDD No. 1 discharge structure shall be installed as required by the drainage districts permit. The current area that is located in Flood Zone "A" is in the process of being removed through FEMA and Hidalgo County.


Javier Hinojosa, P.E.



☐ 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 <u>Perm G</u>	
DATE <u>5-17-23</u>	

DRAINAGE ANALYSIS

PROJECT NAME: **MONTE CIELO SUBDIVISION**

DATE: May 9, 2023

I. Existing Condition-10 year

Exist. Area	2,074,321 sf	Int. Coeff. "k	0.213 Table 3-2
	47.620 ac	K _u	3.28
Imp.Area:	- sf	Length	1360
% Imp. :	0.00	Velocity	0.283789 ft/sec
Slope :	0.165 %		
tc :	79.87 min		
Rainfall Intensity (10yr)			2.646 in/hr
c factor			0.200
Q peak existing condition:			25.20 cfs

II. Future Condition-50 year

Future area:	2,074,321.00 sf		
	47.62 ac		
Estimated Imp. Area:	23,000 sf		
% Imp. :	0.01		
Slope :	0.15%		
tc :	17.83 min		
Rainfall Intensity (50yr)			8.379 in/hr
c factor			0.467
Q future cond. = Aci = i *	=	186.33 *	0.47
			22.2384735 i

time min.	time hour	iso in/hr	Q50 in cfs	Vin cf	Q10 out cfs	Vout cf	REQ'D V cf
120	2.00	2.596	57.73	415,659	25.20	104,209	311,450
130	2.17	2.455	54.60	425,842	25.20	111,770	314,073
140	2.33	2.331	51.83	435,378	25.20	119,330	316,048
150	2.50	2.220	49.37	444,352	25.20	126,891	317,461
160	2.67	2.121	47.17	452,835	25.20	134,452	318,383
170	2.83	2.032	45.18	460,882	25.20	142,012	318,870
180	3.00	1.951	43.38	468,544	25.20	149,573	318,970
190	3.17	1.877	41.74	475,858	25.20	157,134	318,724
200	3.33	1.809	40.24	482,859	25.20	164,695	318,165
210	3.50	1.747	38.86	489,577	25.20	172,255	317,322

MAX

Storage Required: 318,970 cf
 Storage Required: 7.323 Ac.-Ft.
 w/ release rate of: 25.20 cfs



Handwritten signature and date: 5/10/23

TABLE I
TIME OF CONCENTRATION DETERMINATION
MONTE CIELO SUBDIVISION

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/A. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
Existing	Overland	0.200	1320		77.52						77.52
D.A. #1	Overland & Gutter	0.467	126		5.25			270	1.0	4.50	9.75
D.A. #1-D.A.#3	Pipe Flow	0.467						78	3.0	0.43	10.18
D.A. #2	Overland & Gutter	0.467	140		5.83			139	1.0	2.32	8.15
D.A.#2-D.A.#3	Pipe Flow	0.467						35	3.0	0.19	8.34
D.A.#3	Overland & Gutter	0.467	127		5.29			320	1.0	5.33	10.63
D.A.#3-D.A.#5	Pipe Flow	0.467						273	3.0	1.52	12.14
D.A.#4	Overland & Gutter	0.467	140		5.83			135	1.0	2.25	8.08
D.A.#4-D.A.#5	Pipe Flow	0.467						35	3.0	0.19	8.28
D.A.#5	Overland & Gutter	0.467	126		5.25			350	1.0	5.83	11.08
D.A.#5-D.A.#7	Pipe Flow	0.467						165	3.0	0.92	13.06
D.A.#6	Overland & Gutter	0.467	140		5.83			110	1.0	1.83	7.67
D.A.#6-D.A.#7	Pipe Flow	0.467						35	3.0	0.19	7.86
D.A.#7	Overland & Gutter	0.467	126		5.25			318	1.0	5.30	10.55
D.A.#7-D.A.#8	Pipe Flow	0.467						75	3.0	0.42	13.48
D.A.#8	Overland & Gutter	0.467	158		6.58			173	1.0	2.88	9.47
D.A.#8-OUTFALL#1	Pipe Flow	0.467						162	3.0	0.90	14.38
D.A.#9	Overland & Gutter	0.467	149		6.21			274	1.0	4.57	10.78
D.A.#9-D.A.#11	Pipe Flow	0.467						68	3.0	0.38	11.15

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

TABLE 1A
FLOWRATE DETERMINATION
MONTE CIELO SUBDIVISION

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
Existing	46.405	0.200	77.52	10	2.702	25.08		
D.A. #1								
D.A. #1-D.A.#3	1.587	0.467	9.75	10	8.821	6.54		
	1.587	0.467	10.18	10	8.668	6.42	18	0.374%
D.A. #2								
D.A.#2-D.A.#3	0.617	0.467	8.15	10	9.448	2.72		
	0.617	0.467	8.34	10	9.367	2.70	18	0.066%
D.A.#3								
D.A.#3-D.A.#5	1.066	0.467	10.63	10	8.517	4.24		
	3.270	0.467	12.14	10	8.042	12.28	24	0.295%
D.A.#4								
D.A.#4-D.A.#5	0.671	0.467	8.08	10	9.476	7.16		
	0.671	0.467	8.28	10	9.394	2.94	18	0.079%
D.A.#5								
D.A.#5-D.A.#7	1.801	0.467	11.08	10	8.367	7.16		
	5.742	0.467	13.06	10	7.783	20.87	30	0.259%
D.A.#6								
D.A.#6-D.A.#7	0.519	0.467	7.67	10	9.658	7.16		
	0.519	0.467	7.86	10	9.572	2.32	18	0.049%
D.A.#7								
D.A.#7-D.A.#8	1.000	0.467	10.55	10	8.542	7.16		
	7.261	0.467	13.48	10	7.672	26.01	30	0.403%
D.A.#8								
D.A.#8-OUTFALL#1	1.565	0.467	9.47	10	8.925	7.16		
	8.826	0.467	14.38	10	7.443	30.68	36	0.212%
D.A.#9								
D.A.#9-D.A.#11	1.518	0.467	10.78	10	8.467	7.16		
	1.518	0.467	11.15	10	8.345	5.92	18	0.317%

FORMULA FOR INTENSITY $I = \frac{b}{(T_c + d)^e}$
 USING THE RATIONAL METHOD, AS PER
 "TXDOT BRIDGE HYDRAULIC MANUAL"

TABLE I
TIME OF CONCENTRATION DETERMINATION
MONTE CIELO SUBDIVISION

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW			CHANNEL, PIPE, STREET, ETC. FLOW						
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/A. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A.#10	Overland & Gutter	0.467	180		7.50			85	1.0	1.42	8.92
D.A.#10-D.A.#11	Pipe Flow	0.467						37	3.0	0.21	9.12
D.A.#11	Overland & Gutter	0.467	148		6.17			150	1.0	2.50	8.67
D.A.#11-M.H.#12	Pipe Flow	0.467						318	3.0	1.77	12.92
D.A.#12	Overland & Gutter	0.467	148		6.17			180	1.0	3.00	9.17
D.A.#12-M.H.#12	Pipe Flow	0.467						22	3.0	0.12	9.29
M.H.#12-D.A.#13	Pipe Flow	0.467						120	3.0	0.67	13.59
D.A.#13	Overland & Gutter	0.467	125		5.21			259	1.0	4.32	9.53
D.A.#13-D.A.#14	Pipe Flow	0.467						35	3.0	0.19	13.78
D.A.#14	Overland & Gutter	0.467	125		5.21			265	1.0	4.42	9.63
D.A.#14-D.A.#15	Pipe Flow	0.467						247	3.0	1.37	15.15
D.A.#15	Overland & Gutter	0.467	125		5.21			265	1.0	4.42	9.63
D.A.#15-D.A.#16	Pipe Flow	0.467						35	3.0	0.19	15.35
D.A.#16	Overland & Gutter	0.467	125		5.21			265	1.0	4.42	9.63
D.A.#16-D.A.#17	Pipe Flow	0.467						247	3.0	1.37	16.72
D.A.#17	Overland & Gutter	0.467	125		5.21			265	1.0	4.42	9.63
D.A.#17-D.A.#18	Pipe Flow	0.467						43	3.0	0.24	16.96
D.A.#18	Overland & Gutter	0.467	125		5.21			285	1.0	4.75	9.96
D.A.#18-OUTFALL#2	Pipe Flow	0.467						157	3.0	0.87	17.83

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

TABLE IA

**FLOWRATE DETERMINATION
MONTE CIELO SUBDIVISION**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
D.A.#10	0.910	0.467	8.92	10	9.136	3.88		
D.A.#10-D.A.#11	0.910	0.467	9.12	10	9.056	3.85	18	0.134%
D.A.#11	0.837	0.467	8.67	10	9.235	3.61		
D.A.#11-M.H.#12	3.265	0.467	12.92	10	7.821	11.93	30	0.085%
D.A.#12	0.697	0.467	9.17	10	9.039	2.94		
D.A.#12-M.H.#12	0.697	0.467	9.29	10	8.992	2.93	18	0.078%
M.H.#12-D.A.#13	3.962	0.467	13.59	10	7.643	14.14	30	0.119%
D.A.#13	1.317	0.467	9.53	10	8.904	7.16		
D.A.#13-D.A.#14	5.279	0.467	13.78	10	7.592	18.72	30	0.208%
D.A.#14	1.632	0.467	9.63	10	8.867	6.76		
D.A.#14-D.A.#15	6.911	0.467	15.15	10	7.257	23.42	30	0.326%
D.A.#15	1.700	0.467	9.63	10	8.867	7.04		
D.A.#15-D.A.#16	8.611	0.467	15.35	10	7.213	29.00	30	0.500%
D.A.#16	1.699	0.467	9.63	10	8.867	7.04		
D.A.#16-D.A.#17	10.310	0.467	16.72	10	6.914	33.29	36	0.250%
D.A.#17	1.700	0.467	9.63	10	8.867	7.04		
D.A.#17-D.A.#18	12.010	0.467	16.96	10	6.865	38.50	36	0.334%
D.A.#18	1.698	0.467	9.96	10	8.747	6.94		
D.A.#18-OUTFALL#2	13.708	0.467	17.83	10	6.692	42.84	36	0.414%

FORMULA FOR INTENSITY
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{(Tc + d)^e}$$

TABLE I
TIME OF CONCENTRATION DETERMINATION
MONTE CIELO SUBDIVISION

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A.#19	Overland & Gutter	0.467	210		8.75			90	1.0	1.50	10.25
D.A.#19-D.A.#21	Pipe Flow	0.467						72	3.0	0.40	10.65
D.A.#20	Overland & Gutter	0.467	210		8.75			70	1.0	1.17	9.92
D.A.#20-D.A.#21	Pipe Flow	0.467						35	3.0	0.19	10.11
D.A.#21	Overland & Gutter	0.467	150		6.25			149	1.0	2.48	8.73
D.A.#21-M.H.#23	Pipe Flow	0.467						312	3.0	1.73	12.38
D.A.#22	Overland & Gutter	0.467	179		7.46			250	1.0	4.17	11.63
D.A.#22-D.A.#23	Pipe Flow	0.467						35	3.0	0.19	11.82
D.A.#23	Overland & Gutter	0.467	125		5.21			198	1.0	3.30	8.51
D.A.#23-M.H.#23	Pipe Flow	0.467						87	3.0	0.48	12.30
M.H.#23-D.A.#24	Pipe Flow	0.467						225	3.0	1.25	13.63
D.A.#24	Overland & Gutter	0.467	148		6.17			425	1.0	7.08	13.25
D.A.#24-D.A.#25	Pipe Flow	0.467						35	3.0	0.19	13.44
D.A.#25	Overland & Gutter	0.467	125		5.21			263	1.0	4.38	9.59
D.A.#25-D.A.#26	Pipe Flow	0.467						255	3.0	1.42	15.05
D.A.#26	Overland & Gutter	0.467	125		5.21			263	1.0	4.38	9.59
D.A.#26-D.A.#27	Pipe Flow	0.467						35	3.0	0.19	15.24
D.A.#27	Overland & Gutter	0.467	125		5.21			263	1.0	4.38	9.59
D.A.#27-D.A.#30	Pipe Flow	0.467						247	3.0	1.37	16.62

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

TABLE IA
FLOWRATE DETERMINATION
MONTE CIELO SUBDIVISION

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
D.A.#19	1.606	0.467	10.25	10	8.644	6.48		
D.A.#19-D.A.#21	1.606	0.467	10.65	10	8.509	6.38	18	0.369%
D.A.#20	1.228	0.467	9.92	10	8.762	5.02		
D.A.#20-D.A.#21	1.228	0.467	10.11	10	8.693	4.99	18	0.225%
D.A.#21	0.852	0.467	8.73	10	9.208	3.66		
D.A.#21-M.H.#23	3.686	0.467	12.38	10	7.972	13.72	30	0.112%
D.A.#22	2.069	0.467	11.63	10	8.197	7.16		
D.A.#22-D.A.#23	2.069	0.467	11.82	10	8.138	7.86	18	0.561%
D.A.#23	0.655	0.467	8.51	10	9.299	2.84		
D.A.#23-M.H.#23	2.724	0.467	12.30	10	7.995	10.17	24	0.203%
M.H.#23-D.A.#24	6.410	0.467	13.63	10	7.630	22.84	30	0.310%
D.A.#24	2.580	0.467	13.25	10	7.732	9.32		
D.A.#24-D.A.#25	8.990	0.467	13.44	10	7.680	32.24	36	0.234%
D.A.#25	1.092	0.467	9.59	10	8.879	4.53		
D.A.#25-D.A.#26	10.082	0.467	15.05	10	7.281	34.28	36	0.265%
D.A.#26	1.507	0.467	9.59	10	8.879	6.25		
D.A.#26-D.A.#27	11.589	0.467	15.24	10	7.236	39.16	42	0.152%
D.A.#27	1.508	0.467	9.59	10	8.879	6.25		
D.A.#27-D.A.#30	13.097	0.467	16.62	10	6.935	42.42	42	0.178%

FORMULA FOR INTENSITY
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{(Tc + d)^e}$$

TABLE I
TIME OF CONCENTRATION DETERMINATION
MONTE CIELO SUBDIVISION

[illegible]

FORMULA FOR TIME OF CONCENTRATION
USING THE RATIONAL METHOD, AS PER
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

Weighted "c" value (POST DEVELOPMENT CONDITIONS)				
Type of Drainage Area	"c" value:	Square Footage	Acreage	partial "c"
Residential				
Single Family (Lots less than 1/4 acre)	0.35	0	0.000	0.000
Single Family (Lots 1/4 to 1/2 acre)	0.3	0	0.000	0.000
Single Family (Lots greater than 1/2 acre)	0.25	0	0.000	0.000
Multi-Family (Less than 20 DU / AC)	0.45	0	0.000	0.000
Multi-Family (Greater than 20 DU / AC)	0.55	0	0.000	0.000
Business Districts:	0.7	0	0.000	0.000
Industrial				
Light areas	0.5	0	0.000	0.000
Heavy areas	0.6	0	0.000	0.000
Railroad yard areas	0.2	0	0.000	0.000
Parks, cemeteries	0.1	0	0.000	0.000
Unimproved Areas				
Bare Surface	0.3	0	0.000	0.000
Grassland	0.25	1030182	23.650	5.912
Cultivated	0.2	0	0.000	0.000
Woodlands	0.15	0	0.000	0.000
Detention/Ditch	0.25	119640	2.747	0.687
Streets				
Asphalt	0.7	236166	5.422	3.795
Concrete/Driveways	0.75	143480	3.294	2.470
Parking/Driveways	0.75	0	0.000	0.000
Sidewalks	0.75	38453	0.883	0.662
Buildings	0.75	506400	11.625	8.719
Total:		2,074,321	47.620	22.246
Weighted "c":			0.467	

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

C_w = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

A_n = Area of n-th term

A_{total} = Total Area (acres)

A_{total} = Total Area (acres)

HIDALGO COUNTY RAINFALL INTENSITY TABLES

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

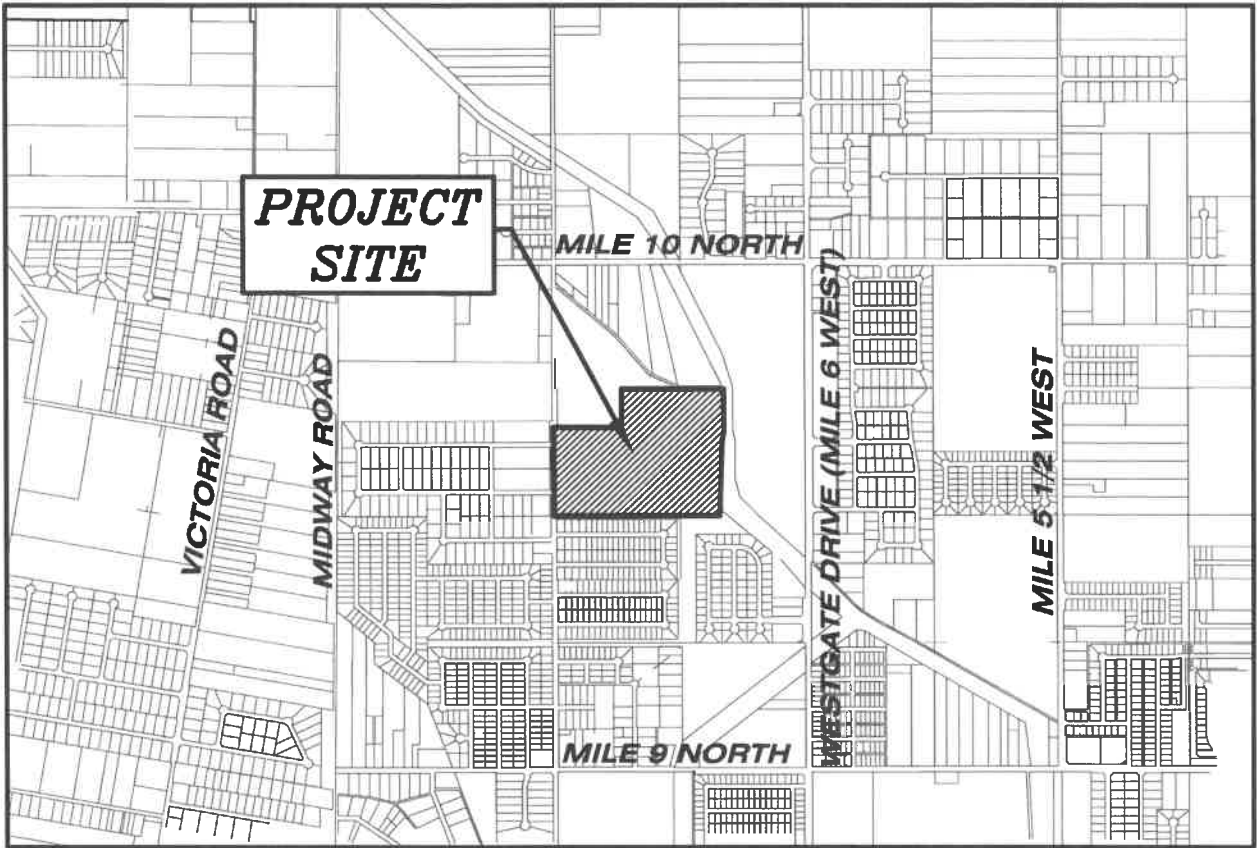
$$\text{formula } I = b/(t_e + d)^e$$

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

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

where:	<u>2yr</u>	<u>5yr</u>	<u>10yr</u>
e=	0.831	0.795	0.778
b=	74	80	87
d=	9.6	9.2	9.2

<u>25yr</u>	<u>50yr</u>	<u>100yr</u>
0.771	0.749	0.740
98	99	103
9.2	9.2	9.6



LOCATION MAP

SCALE: 1" = 2000'

**SUBDIVISION PLAT OF
MONTE CIELO SUBDIVISION**

A TRACT OF LAND CONTAINING 48.41 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACT 2174, THE WEST TRACT SUBDIVISION, OUT OF THE LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS

SCALE: 1" = 100'

BASIS OF BEARING AS PER
TEXAS STATE PLANE
COORDINATE SYSTEM
NAD 83
SOUTH ZONE (GRID)

FARM TRACT 207
WEST TRACT SUBDIVISION
(VOL. 2, PGS. 34-37, H.C.M.R.)

FARM TRACT 207
WEST TRACT SUBDIVISION
(VOL. 2, PGS. 34-37, H.C.M.R.)

LEGEND:

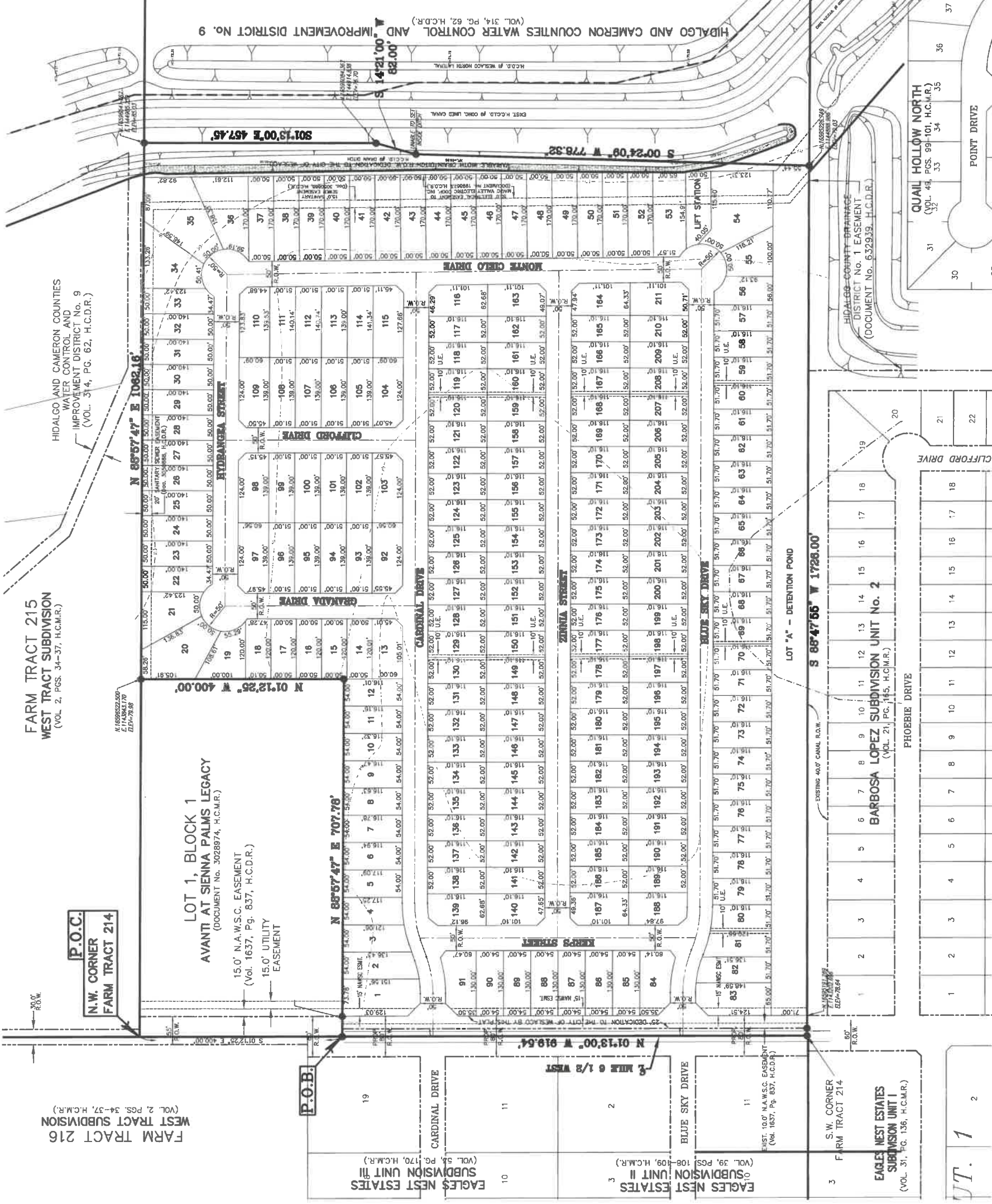
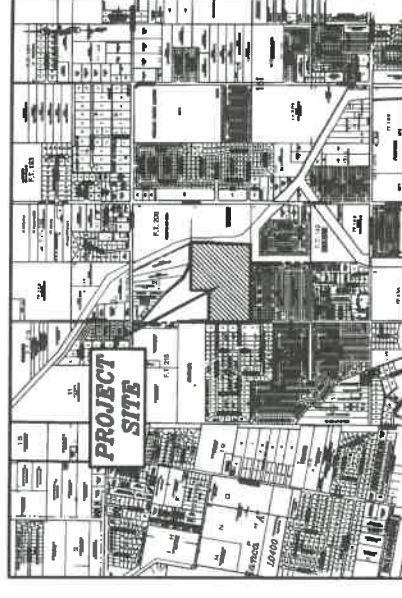
- IRON ROD FOUND
- IRON ROD SET
- P.O.B. = POINT OF
- P.O.C. = POINT OF
- R.O.W. = RIGHT OF
- H.C.M.R. = HIDEALCO
- H.C.D.R. = HIDEALCO
- H.C.C.L.D.#9 = HIDEALCO
- 15' HAWSC. ESMT. =

D.E. = DRAINAGE EASEMENT
U.E. = UTILITY EASEMENT



LOCATION MAP
SCALE: 1" = 2000'

SHEET NO. 1 OF 2



DATE OF PREPARATION: MAY, 2023

DRAWN BY: G.T. & A.G.

JFH

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

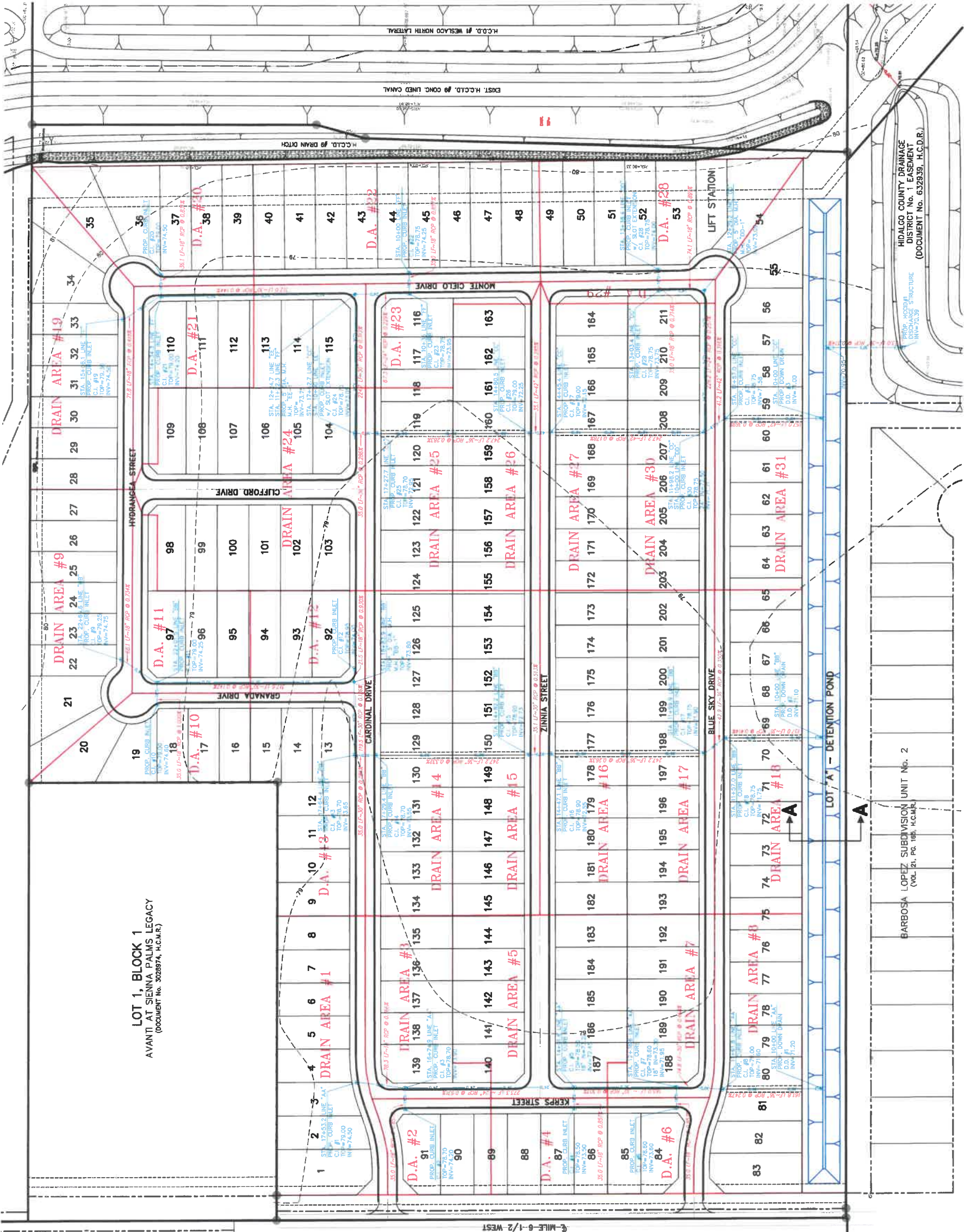
DOVE AVENUE MALLIN, TEXAS 78604
PHONE (856) 882-1588
javier@javierincoseng.com
TWITTER: FROM NUMBER F-1288

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE #
OWNER: JASON E. GARZA	P.O. BOX 6105	MCALLEN, TX 78502	(956) 451-6390
ENGINEER: JAVIER HINOJOSA	416 E. DOVE AVENUE	MCALLEN, TX 78504	(956) 668-1588
SURVEYOR: CARLOS VASQUEZ	517 BEAUMONT AVE.	MCALLEN, TX 78501	(956) 618-1551

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





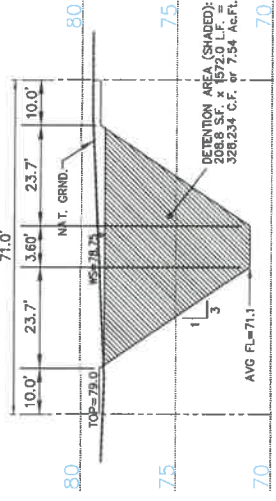
LOT 1, BLOCK 1
AVANTI AT SIENNA PALMS LEGACY
(DOCUMENT NO. 3028974, H.C.M.R.)



EAGLES NEST ESTATES
SUBDIVISION UNIT III
(VOL. 39, PGS. 108-109, H.C.M.R.)

EAGLES NEST ESTATES
SUBDIVISION UNIT II
(VOL. 39, PGS. 108-109, H.C.M.R.)

H.C.D.D. #1 STORM DISCHARGE STRUCTURE
N.T.S.



POND CROSS SECTION "AA"

DISCHARGE Q CALCULATION	V=Q/A
30" @ 0.374%	V=25.09/4.909
Q= 1.486	V=5.11 fps
$Q = \frac{1.486}{0.013} (4.909) (0.625)^{2/3} (0.00374)^{1/2}$	
Q=25.09 cfs < 25.20 cfs (undeveloped 10-year)	

DATE: _____

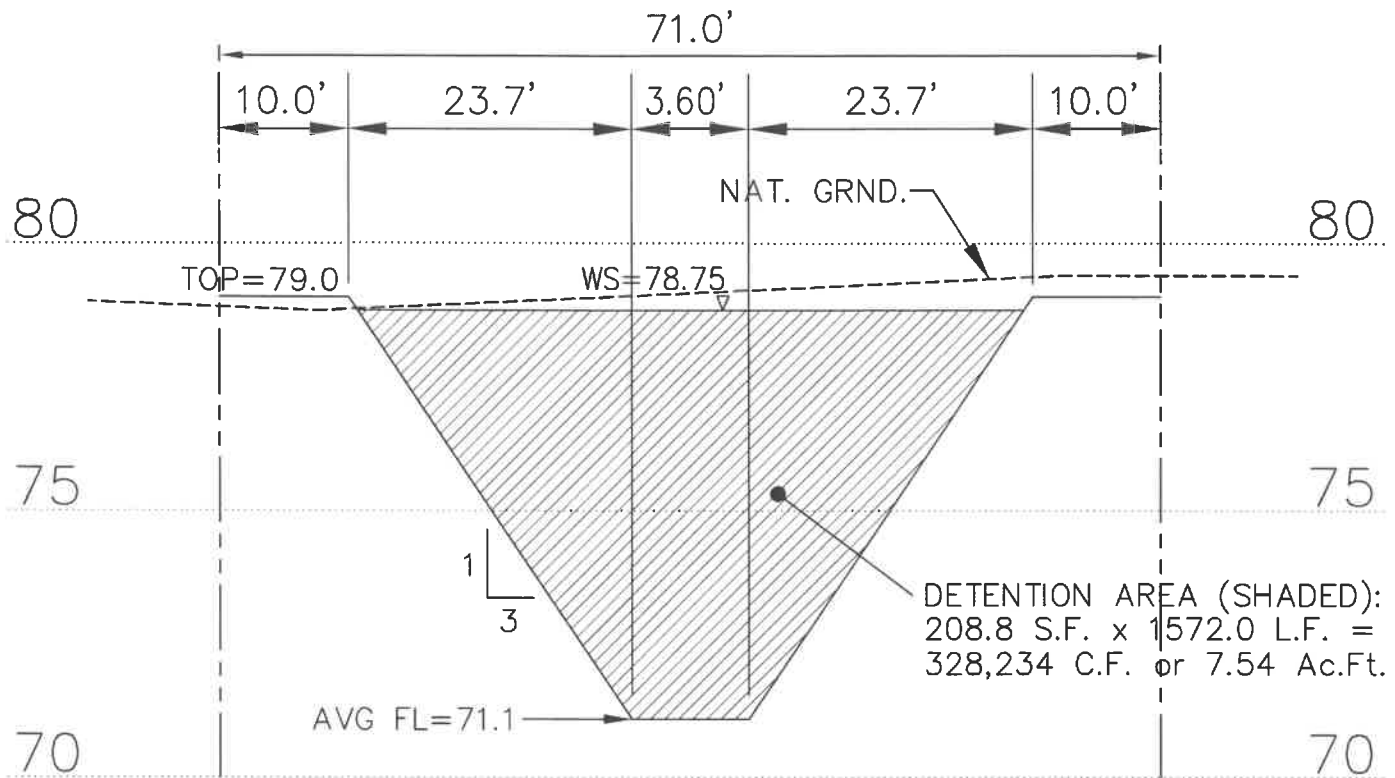
REVISIONS



JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE, WILLOW, TEXAS 76054
PHONE (817) 688-1588
javier@javierhinojosa.com
TYPE: FIRM NUMBER F-1235

PROPOSED DRAINAGE AREA MAP
MONTE CIELO SUBDIVISION
WESLACO, TEXAS

SHEET
1
OF 1 SHEETS



POND CROSS SECTION "AA"

DISCHARGE Q CALCULATION

30" @ 0.374%:

$$Q = \frac{1.486}{n} AR^{2/3} S^{1/2}$$

$$Q = \frac{1.486}{0.013} (4.909)(0.625)^{2/3} 0.00374^{1/2}$$

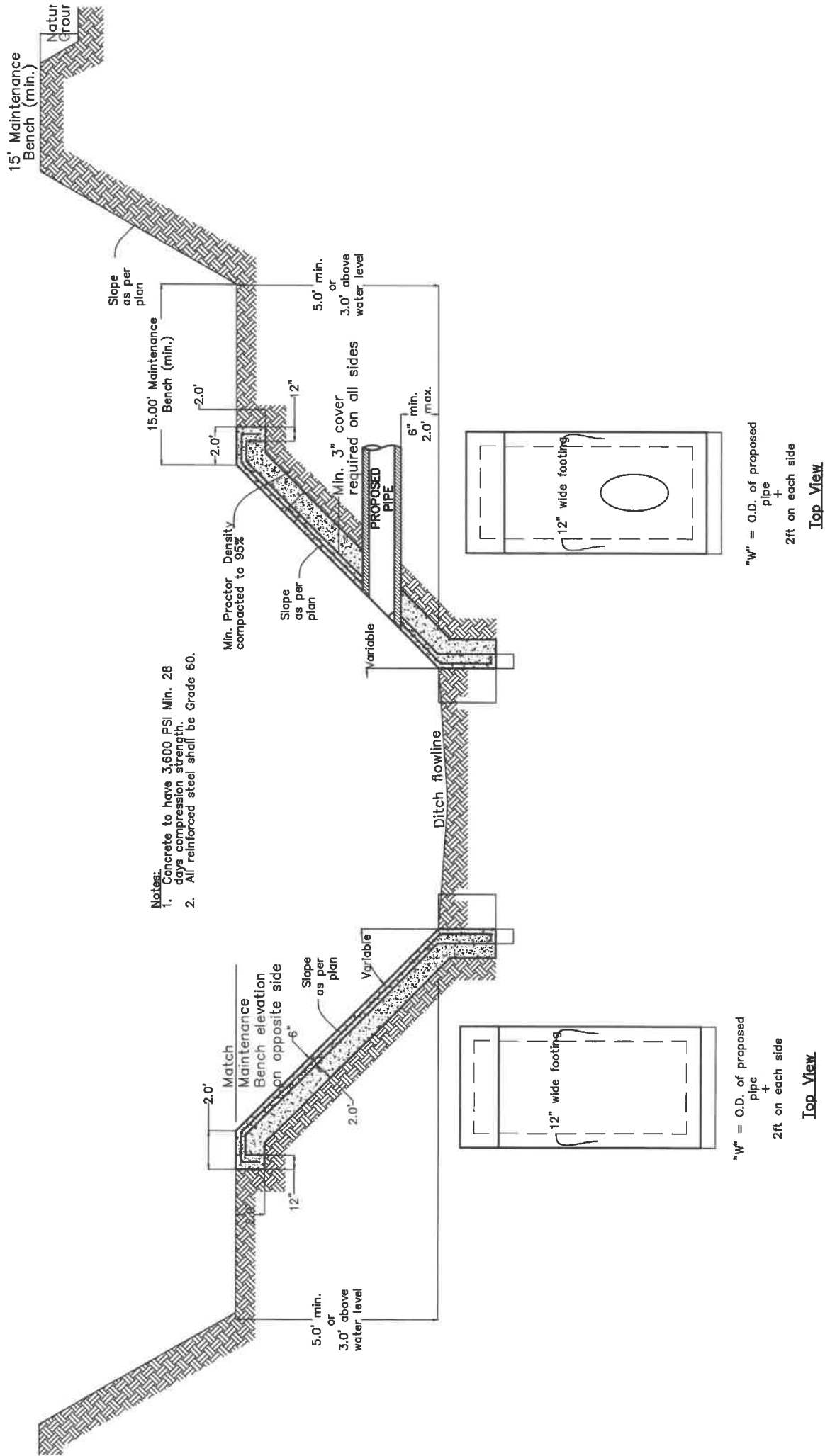
$$Q = 25.09 \text{ cfs} < 25.20 \text{ cfs (undeveloped 10-year)}$$

$$V = Q/A$$

$$V = 25.09/4.909$$

$$V = 5.11 \text{ fps}$$

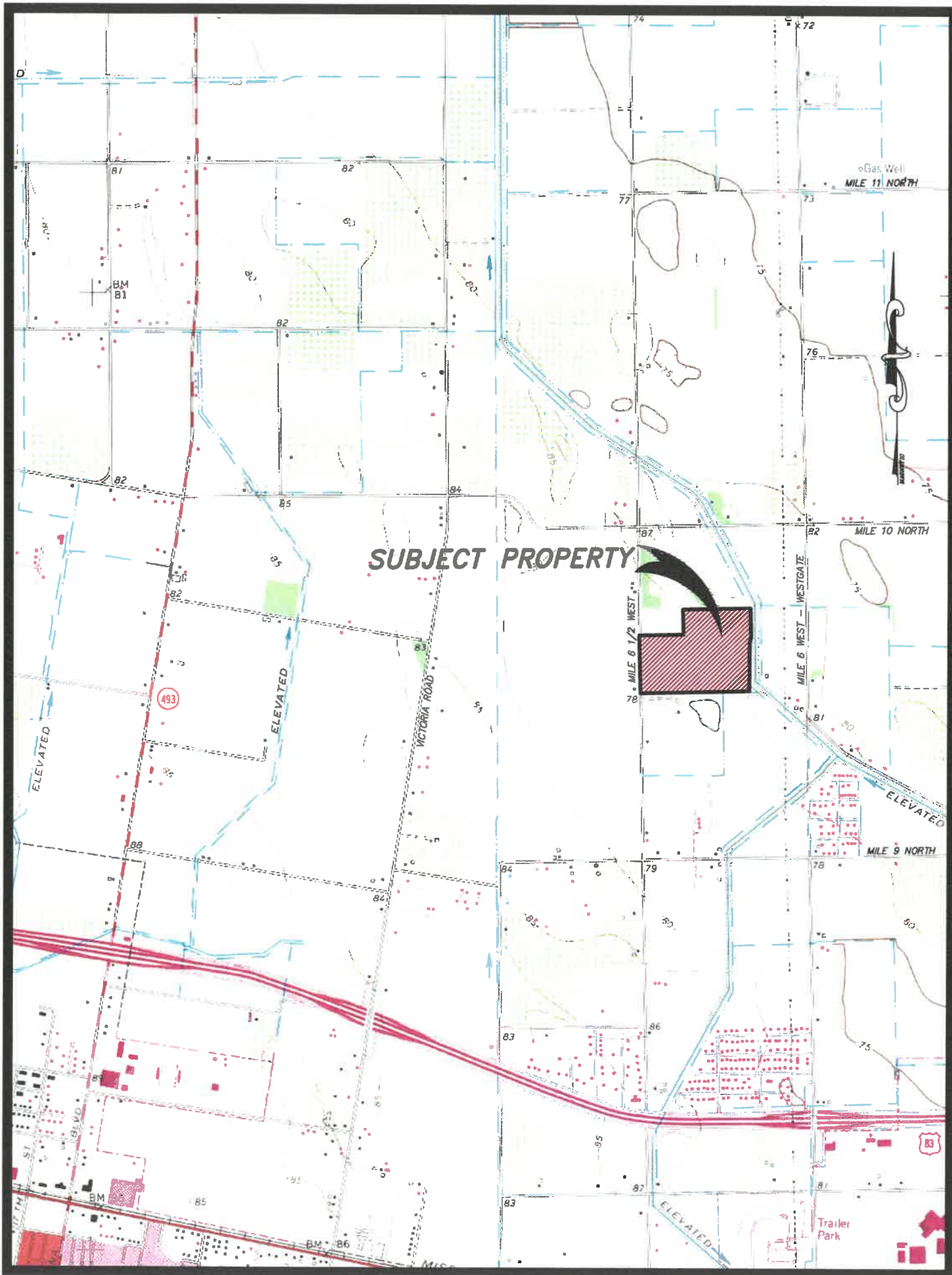




- Notes:
1. Concrete to have 3,600 PSI Min. 28 days compression strength.
 2. All reinforced steel shall be Grade 60.

H.C.D.D. #1 STORM DISCHARGE STRUCTURE

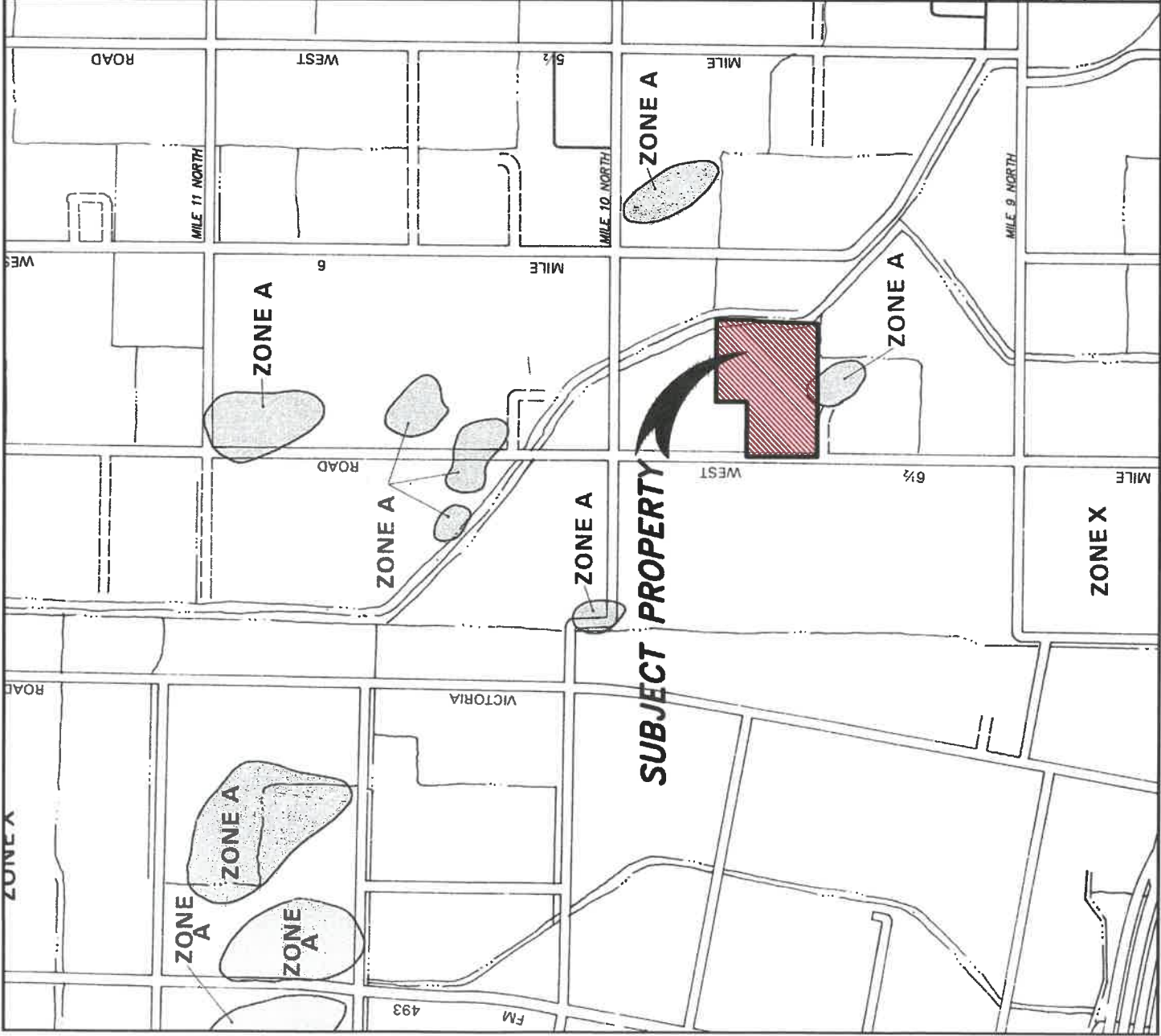
N.T.S



Determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6620.



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
 FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
 TEXAS
 (UNINCORPORATED AREAS)

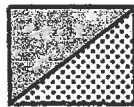
(SEE MAP INDEX FOR PANELS NOT PRINTED)

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

Federal Emergency Management Agency

This is an official 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>.

LEGEND



SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding; velocities also determined.
- ZONE A99** To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.



FLOODWAY AREAS IN ZONE AE



OTHER FLOOD AREAS

- ZONE X** Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood.



OTHER AREAS

- ZONE X** Areas determined to be outside 500-year floodplain.
- ZONE D** Areas in which flood hazards are undetermined.

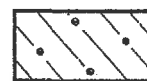
UNDEVELOPED COASTAL BARRIERS†



Identified
1983



Identified
1990



Otherwise
Protected Areas

†Coastal barrier areas are normally located within or adjacent to special flood hazard areas.



Floodplain Boundary



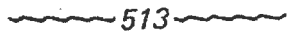
Floodway Boundary



Zone D Boundary



Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones.



Base Flood Elevation Line; Elevation in Feet*



Cross Section Line

(EL 987)

Base Flood Elevation in Feet Where Uniform Within Zone*

RM 7_x

Elevation Reference Mark

•M1.5

River Mile

*Referenced to the National Geodetic Vertical Datum of 1929



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

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

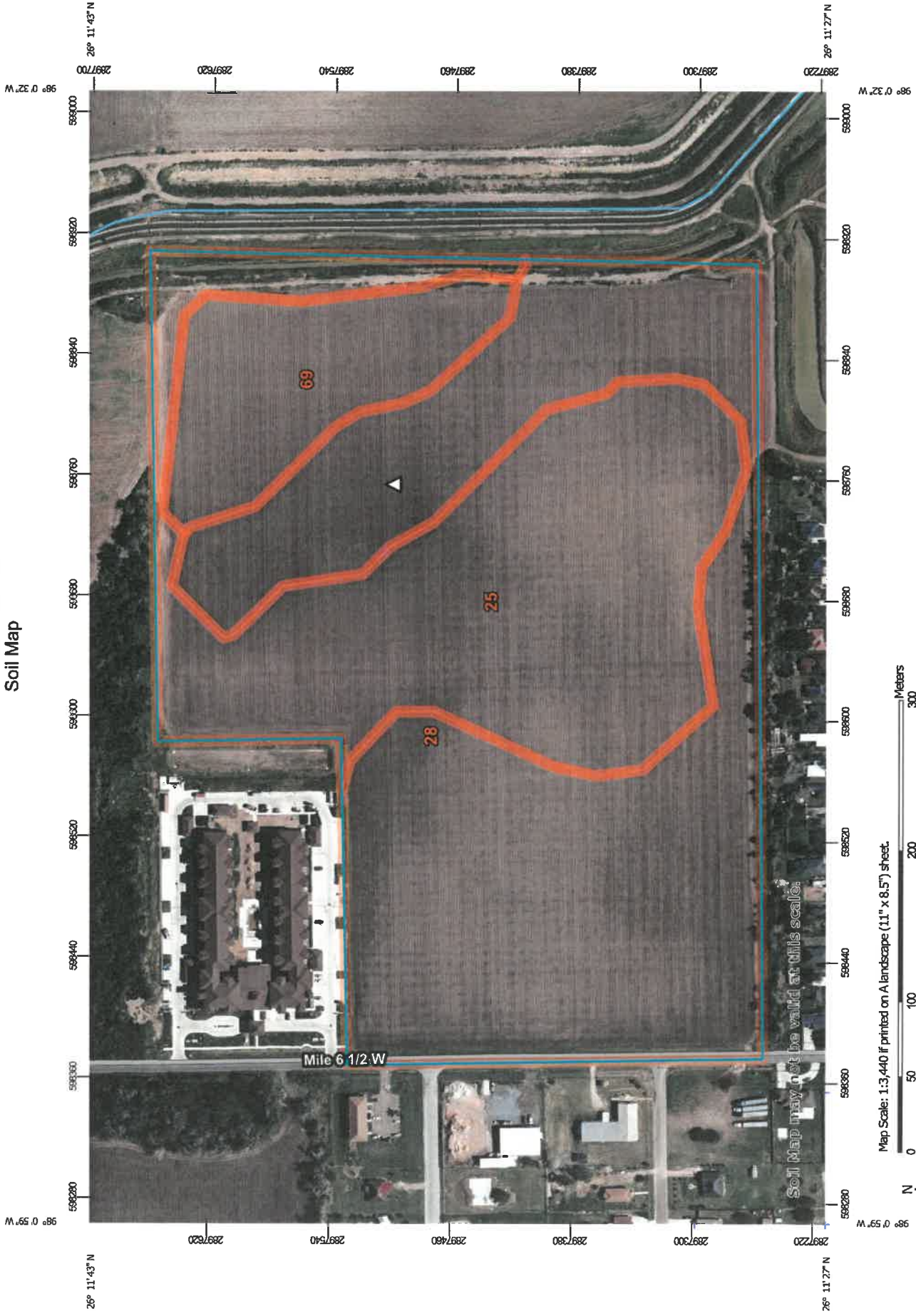
Custom Soil Resource Report for Hidalgo County, Texas

Monte Cielo Subdivision



March 2, 2023

Custom Soil Resource Report Soil Map



Map Scale: 1:3,440 if printed on A landscape (11" x 8.5") sheet.

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

MAP LEGEND

- Area of Interest (AOI)

Area of Interest (AOI)
- Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points
- Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot
- Water Features

Streams and Canals
- Transportation

Railroads

Interstate Highways

US Routes

Major Roads

Local Roads
- Background

Aerial Photography
- Special Line Features

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other

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 21, Aug 24, 2022

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
25	Hidalgo fine sandy loam, 0 to 1 percent slopes	17.0	36.7%
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	24.1	52.0%
69	Ustorthents, loamy	5.3	11.3%
Totals for Area of Interest		46.3	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The

Custom Soil Resource Report

delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Hidalgo County, Texas

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

Map Unit Setting

National map unit symbol: 2sxn
Elevation: 20 to 500 feet
Mean annual precipitation: 20 to 27 inches
Mean annual air temperature: 72 to 74 degrees F
Frost-free period: 300 to 365 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Hidalgo and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hidalgo

Setting

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous loamy alluvium

Typical profile

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

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 35 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 10.0
Available water supply, 0 to 60 inches: Moderate (about 7.8 inches)

Interpretive groups

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

Minor Components

Willacy

Percent of map unit: 10 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY023TX - Sandy Loam
Hydric soil rating: No

Brennan

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

28—Hidalgo sandy clay loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2sxxv
Elevation: 20 to 500 feet
Mean annual precipitation: 20 to 27 inches
Mean annual air temperature: 72 to 74 degrees F
Frost-free period: 300 to 365 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Hidalgo and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hidalgo

Setting

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous loamy alluvium

Typical profile

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

Custom Soil Resource Report

Properties and qualities

Slope: 0 to 1 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Runoff class: Negligible

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 35 percent

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

Sodium adsorption ratio, maximum: 10.0

Available water supply, 0 to 60 inches: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 1

Land capability classification (nonirrigated): 2c

Hydrologic Soil Group: B

Ecological site: R083DY019TX - Gray Sandy Loam

Hydric soil rating: No

Minor Components

Raymondville

Percent of map unit: 7 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R083DY025TX - Clay Loam

Hydric soil rating: No

Racombes

Percent of map unit: 6 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R083DY025TX - Clay Loam

Hydric soil rating: No

Willacy

Percent of map unit: 2 percent

Landform: Terraces

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Ecological site: R083DY023TX - Sandy Loam

Hydric soil rating: No

69—Ustorthents, loamy

Map Unit Setting

National map unit symbol: dbmm
Elevation: 10 to 700 feet
Mean annual precipitation: 26 to 48 inches
Mean annual air temperature: 64 to 73 degrees F
Frost-free period: 230 to 330 days
Farmland classification: Not prime farmland

Map Unit Composition

Ustorthents and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Ustorthents

Setting

Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Loamy alluvium

Typical profile

H1 - 0 to 80 inches: sandy clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 8.4 inches)

Interpretive groups

Land capability classification (irrigated): 1
Land capability classification (nonirrigated): 2c
Hydrologic Soil Group: B
Hydric soil rating: No

Minor Components

Unnamed

Percent of map unit: 15 percent
Hydric soil rating: No



JAVIER HINOJOSA ENGINEERING

Monte Cielo Subdivision – Traffic Impact Analysis

5/26/2023

PREPARED BY:

Consor

Point of Contact: Mike Miranda, PE, PTOE

200 South 10th Street, Suite 800

McAllen, TX 78501

p: 956.291.3995 x55433

e: mike.miranda@consoreng.com

PREPARED FOR:

Javier Hinojosa Engineering

Javier Hinojosa, PE

416 East Dove Avenue

McAllen, TX 78504

PRELIMINARY

SUBMITTED FOR REVIEW BY
MIKE MIRANDA, P.E., PTOE

TX P.E. #110127

CONSOR ENGINEERS, LLC

05/26/2023

NOT FOR CONSTRUCTION,

BIDDING OR PERMITTING

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1.0 Introduction

Javier Hinojosa Engineering engaged Consor Engineers, LLC (Consor) to provide traffic engineering consulting services for the proposed Monte Cielo Subdivision in the City of Weslaco. Under the current work authorization, Consor was tasked with the development and completion of a traffic engineering study, or traffic impact analysis (TIA).

1.1 Purposes and Objectives

The purpose of this Traffic Impact Analysis is to assess current and future traffic impacts on the surrounding road networks resulting from the development of Monte Cielo Subdivision, which consists of single-family residential lots.

The proposed subdivision, Monte Cielo, will be located on the east side of Mile 6 ½ West between Mile 10 N and West Sugarcane Dr in Weslaco, Texas, as shown below in **Figure 1**. The impacts of the subdivision on the traffic area are requested to satisfy the subdivision requirements of the City of Weslaco.

The objective of this traffic analysis is to gauge the effect that Monte Cielo Subdivision will have on the surrounding road network and provide mitigation measure and/or recommendations if needed.

Figure 1 shows the location and limits of Monte Cielo Subdivision.



Figure 1. General Location of the Site
(Aerial image source: Google Earth)

1.2 Limitations

This report is exclusively prepared for Javier Hinojosa Engineering and is not intended for other parties or users. The data for this study is obtained from the following sources:

- TxDOT TPP Statewide Annual Average Daily Traffic (AADT)
- TIA Requirements from various cities in the Rio Grande Valley
- City of Weslaco – Existing Zoning Map
- RGV MPO – United Metropolitan Area Planning GIS (U.M.A.P.)

2.0 Area Conditions

Javier Hinojosa Engineering is currently subdividing a 46.41-acre tract of land in the City of Weslaco into 211 single family lots. The City is requesting a traffic impact analysis due to the quantity of lots being developed within the City of Weslaco to determine its impact on the current traffic patterns within the ¼-mile study radius.

2.1 Study Area

The proposed site consists of a 46.41-acre tract of land located in the northwest corner of the City of Weslaco city limits and approximately 1/3 of mile south of Mile 10 N. The proposed site's study area is bordered by Mile 10 N to the north, Everglade Drive to the east, W Sugarcane Drive to the south and Geronimo Street to the west.

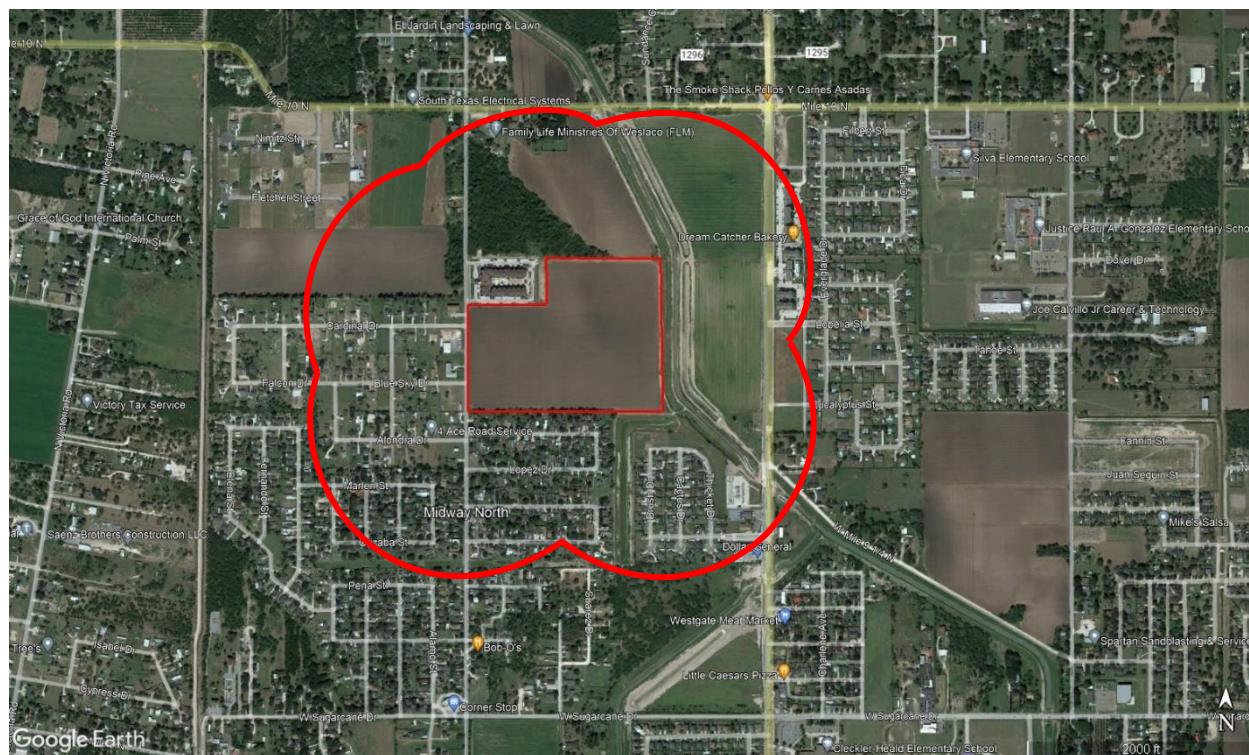


Figure 2. Study Area

Note: Arcs shown are ¼ Mile radius from property limits

Everglade Drive and Geronimo Street are both classified as local residential roads at 32 ft and 17 ft pavement width, respectively. W Sugarcane Drive is a 2-lane roadway with no curb and gutter on the west side of Westgate Drive and a 2-lane roadway with a two-way-left-turn lane and curb and gutter on the east side of Westgate Drive. W Sugarcane Drive is classified as a major collector road with a speed limit of 30 miles per hour (mph) and a school zone speed limit of 20 mph where W Sugarcane Drive intersects with Westgate Drive. Mile 10 N is a 2-lane road with no curb and gutter and currently classified as a major collector road with an assumed speed limit of 30 mph since no signs are posted.

2.2 Existing Land Uses

The existing land uses within the study area consist of primarily R-1 One Family Dwelling District and a few properties east of Westgate Drive zoned under B-1 Neighborhood Business District.

Figure 3 illustrates the existing land uses surrounding the proposed development site.

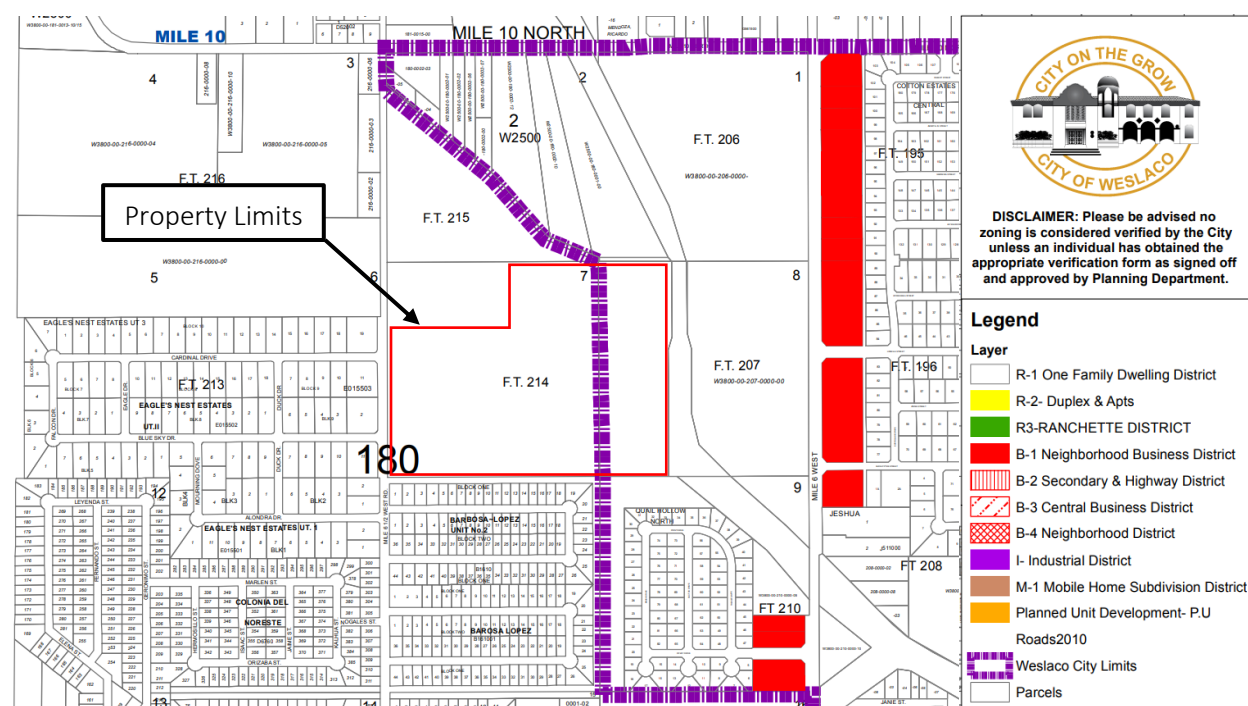


Figure 3. Existing Land Use
(Source: City of Weslaco, Existing Zoning Map)

2.3 Proposed Conditions

Javier Hinojosa Engineering and his client plan to develop a single-family subdivision on a 46.41-acre tract with 211 lots approximately 1/3 of mile south of Mile 10 N. This development will be proposed to be built in 2 phases, as shown in **Appendix B**, with an estimated completion by July 2025 for all phases. Phase 1 will be 157 lots out of 211 lots with an estimated completion by July 2024. Phase 2 will be the remainder of the lots, 54, and will have an estimated completion by July 2025. The proposed development will have two streets for entry and exit into the subdivision, that align with Cardinal Drive and Blue Sky Drive on the west side of the street.

3.0 Analysis Methodology

The following describes CONSOR's methodology for the completion of this TIA, including traffic projections, trip generation and trip distribution.

3.1 Traffic Projections

The TxDOT Statewide Traffic Counts Web Map (located at [Traffic count maps \(txdot.gov\)](https://trafficcountmaps.txdot.gov/)) was used as a reference to develop the Linear Annual Growth Rate (LAGR) to project the available traffic counts into today's existing traffic and future year traffic count including the single-family development. Based on the AADT's from Texas Blvd, an estimated growth rate was derived. The calculated growth rate of 2.3%, as shown in **Exhibit 2** in **Appendix B**, will be applied to the Mile 6 ½ W 2019 AADT value provided by the traffic counts web map to project the current year traffic and future year traffic.

3.2 Trip Generation

Based on the *Institute of Transportation Engineers (ITE)* Trip Generation Manual, 11th Edition, the Land Use Code of 210 – Single-Family Detached Housing was used to estimate the number of trips that will be generated by the new single-family subdivision, Monte Cielo. The number of lots/dwelling units was the independent variable used to estimate the number of trips for the new development.

The estimated total number of trips generated in the AM peak hour is 158 trips and 209 trips in the PM peak hour. **Table 1** shows the number of peak hour trips generated by single-family land use.

Table 1. Peak Hour Trips Generated by Land Use

Land Use Code	Land Use	AM Peak Hour			PM Peak Hour		
		Total Trips	Trips In	Trips Out	Total Trips	Trips In	Trips Out
210	Single-Family Detached Housing	158	41	117	209	134	75

Since the AM and PM peak hours generated more than 100 trips, a Traffic Impact Analysis (TIA) was performed for the AM and PM peak hours.

A detailed exhibit of the trip generation process (**Exhibit 3**) and trip generation worksheet (**Exhibit 4**) is provided in **Appendix B**.

3.3 Trip Distribution

Trips generated by Monte Cielo Subdivision were distributed based on the streets provided (Cardinal Drive & Blue Sky Drive) for entry/exit into the subdivision and the proximity to Expressway 83. These estimated new trips will be added to the existing projected traffic on Mile 6 ½ W and will also be added to the projected traffic after the subdivision is built out.

Exhibits 5-8 will display details of the trip distribution process in the AM and PM peak hours will be provided in **Appendix B**.

4.0 Traffic Analysis

This section presents the results of all the analyses performed as per the TIA.

4.1 Analysis of Proposed Driveways (Cardinal Drive and Blue Sky Drive)

The TxDOT Access Management Policy was used as a reference to analyze the proposed driveway spacing for the entry and exit for Monte Cielo Subdivision based on the speed limit on Mile 6 ½ W. The current posted speed limit along this corridor is set at 30 MPH, which requires a 200 ft spacing between each access point based on the Access Management policy.

Cardinal Drive is proposed to be spaced about 182 ft from the southernmost driveway at Avanti Legacy Sienna Palms apartments, roughly 18 ft short of the requirement. The next measurement would be from Cardinal Drive and Blue Sky Drive, which has a spacing of about 465 ft. Lastly, from Blue Sky Drive to the first residential driveway south of this entrance at Phoebe Drive is a spacing of about 300 ft.

Despite the first driveway spacing to the north being just short of the 200 ft requirement, the proposed street, Cardinal Drive, is proposed in its best position since both proposed streets are aligned with the west side streets. This alignment will allow the safest option for left turners coming out of either side of Mile 6 ½ W whereas if the driveway was spaced at 200 ft, the offset between both sides of Cardinal Drive would cause conflicting turns/thru movement. The rest of the spacings met the minimum requirement for a 30 MPH corridor and are adequate as shown in **Exhibit 9** provided in **Appendix B**.

4.2 Analysis of Adjacent Street (Mile 6 ½ W)

The current AADT provided in TxDOT's Traffic Web Viewer has an AADT of 1739 in 2019 for Mile 6 ½ W just north of Mile 10 N. Based on the calculated growth rate of 2.3%, an AADT of 1905 resulted in 2023, 1949 for year 2024, and 1994 for year 2025, the projected year of Phase 2 completion. The subdivision trips can now be added to the AADT for year 2025 resulting in 2203.

The Highway Capacity Manual, 6th Edition was used as a reference to analyze the capacity of Mile 6 ½ W using the project AADT. The projected capacity of Mile 6 ½ W is determined to be approximately 1600 pc/h/ln for 30 MPH while the capacity at year 2025 build out is at 220 pc/h/ln. The capacity when Monte Cielo Subdivision is built out is still well under what the projected capacity of Mile 6 ½ W and should have no detrimental impacts on adjacent streets.

Exhibit 10 displays the calculation and methodology process for the AADT and capacity results.

5.0 Conclusions/Recommendations

5.1 Analysis Recommendations

The 158 AM peak hour trips and 209 PM peak hour trips for this site development will have a minimal impact on traffic in the surrounding road network. The projected volume of 220 pc/h/ln is still well under the road capacity of Mile 6 ½ W at approximately 1600 pc/h/ln and should suffice for the new traffic coming from Monte Cielo Subdivision. The two (2) proposed streets (Cardinal Drive and Blue Sky Drive) are recommended to align (center to center) with the existing streets on the west side of Mile 6 ½ W as currently shown on the proposed subdivision plat. It is recommended that the subdivision be approved as is since no mitigations will be required.

(Photographs pending)

SUBDIVISION PLAT OF

A TRACT OF LAND CONTAINING 46.41 ACRES OF LAND,

SCALE: 1" = 100'

**BASIS OF BEARING AS PER
TEXAS STATE PLANS**

LEGEND:

IRREGULAR LOT AREAS

LINE DATA



LOCATION MAP

SHEET NO. 1 OF 2



ON: _____ AT _____ AM/PM _____

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE #
OWNER: JASON E. GARZA	P.O. BOX 6105	MCALLEN, TX 78502	(956) 451-6390

410 E. DOVE AVENUE MCKINLEY, TEXAS 76804
PHONE (956) 688-1588

DRAWN BY: G.T. & A.G.

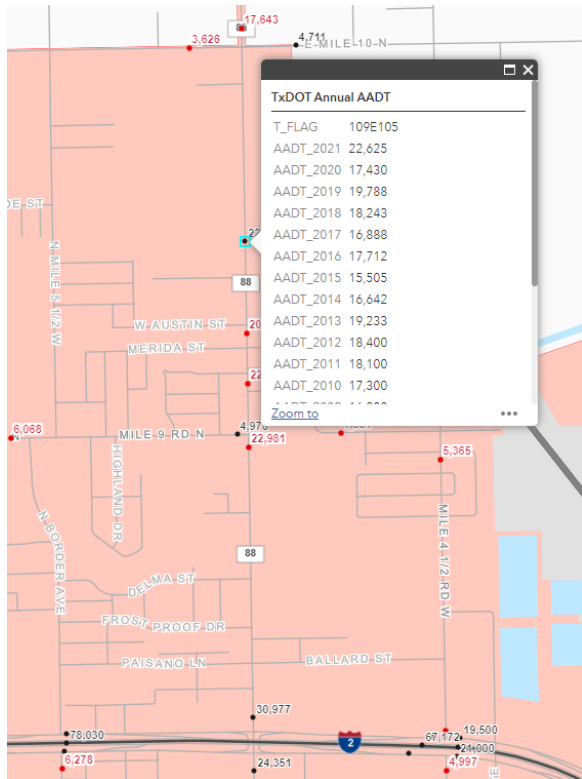
DATE OF PREPARATION: MAY, 2023

JAVIER HINOJOSA ENGINEERING

— 11 —

javier@javierhinojosaeng.com

Exhibit 2: Growth Rate Calculations:



AADT Data from TxDOT TPP District Traffic Web Viewer – Texas Blvd

$$\text{Linear Average Growth Rate (LAGR) over 10 Years} = \frac{\text{Most Current Year AADT} - \text{Base Year AADT}}{\text{Base Year AADT} * \# \text{ of Years}} * 100$$

$$\text{LAGR over 10 Years} = \frac{22,625 - 17,400}{17,400 * 10} * 100$$

$$\text{LAGR over 10 Years} = 2.3\%$$

Exhibit 3: Trip Generation Calculations:

Proposed Dwelling Units = 211

		AM Peak Hour (Between 7-9AM)				
		Average Rate/Fitted Curve Equation	Total Trips	% In	Trips In	Trips Out
Land Use Code	Land Use					
210	Single-Family Detached Housing	0.75	158	26%	41	117

		PM Peak Hour (Between 4-6PM)				
		Average Rate/Fitted Curve Equation	Total Trips	% In	Trips In	Trips Out
Land Use Code	Land Use					
210	Single-Family Detached Housing	0.99	209	64%	134	75

Note: Calculations are based on the ITE Trip Generation Manual, 11th Edition



**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: Monte Cielo Subdivision
Location: East Side of Mile 6 1/2 West, 2640 Feet South of Mile 10 North
Applicant: Javier Hinojosa, P.E. ☐ Owner ☒ Agent
Address: 416 E. Dove, McAllen, Tx. 78552 Phone Number: (956) 668-1588

B. Trip Generation Calculation

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

ITE Code	Anticipated Land Use	Project Size			AM Peak Hour Trips	PM Peak Hour Trips	Weekday Trips
		Acres	GFA	# of Units			
210	Single-Family Detached Housing	46.41	N.A.	216 Units	165	220	

Comments: This development will be completed in multiple phases
Prepared by: Javier Hinojosa Engineering March 10, 2023 Date:
Address: 416 E. Dove, McAllen, Tx. 78552 Phone Number: (956) 668-1588

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

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

Comments:

Reviewed by: _____ Date: _____ STID#: _____

Subdivision Name: Monte Cielo Subdivision

Location: East Side of Mile 6 ½ West, 2640 Feet South of Mile 10 North

Applicant: Javier Hinojosa, P.E. (Agent)

Address: 416 E. Dove Ave., McAllen, Texas 78504 Ph. (956) 668-1588

Number of Lots: 216 Number of Dwellings: 216

ITE Code: 210 Single-Family Detached Housing

TRIP GENERATION CALCULATIONS:

Weekday, Peak Hour of Adjacent Street Traffic between 7 and 9 am

Avg. Rate: 0.74

$$0.74 \times 216 \text{ Dwellings} = 159.8 \text{ trips}$$

$$\begin{aligned} \text{Fitted Curve: } T &= 0.71(x) + 4.80 \\ &= 0.71(216) + 4.8 \end{aligned}$$

$$= 158.2 \text{ trips}$$

use 160 trips

Weekday, Peak Hour of Adjacent Street Traffic between 4 and 6 pm

Avg. Rate: 0.99

$$0.99 \times 216 \text{ Dwellings} = 213.8 \text{ trips}$$

$$\begin{aligned} \text{Fitted Curve: } \ln(T) &= 0.96 \ln(x) + 0.20 \\ &= 0.96 \ln(216) + 0.20 \end{aligned}$$

$$\ln(T) = 5.3603$$

$$T = e^{5.3603}$$

$$= 212.8 \text{ trips}$$

use 214 trips

Weekday, AM Peak Hour of Generator

Avg. Rate: 0.76

$$0.76 \times 216 \text{ Dwellings} = 164.2 \text{ trips}$$

Fitted Curve: $\ln(T) = 0.91 \ln(x) + 0.20$
 $= 0.91 \ln(216) + 0.20$

$$\begin{aligned}\ln(T) &= 5.0915 \\ T &= e^{5.0915} \\ &= 162.6 \text{ trips}\end{aligned}$$

use 165 trips

Weekday, PM Peak Hour of Generator

Avg. Rate: 1.00

$$1.00 \times 216 \text{ Dwellings} = 216.0 \text{ trips}$$

Fitted Curve: $\ln(T) = 0.94 \ln(x) + 0.34$
 $= 0.94 \ln(216) + 0.34$

$$\begin{aligned}\ln(T) &= 5.3928 \\ T &= e^{5.3928} \\ &= 219.8 \text{ trips}\end{aligned}$$

use 220 trips

Exhibit 5:

Trip Distribution Volumes
Mile 6 ½ W & Cardinal Drive

XX: AM Peak Trips
XX: PM Peak Trips

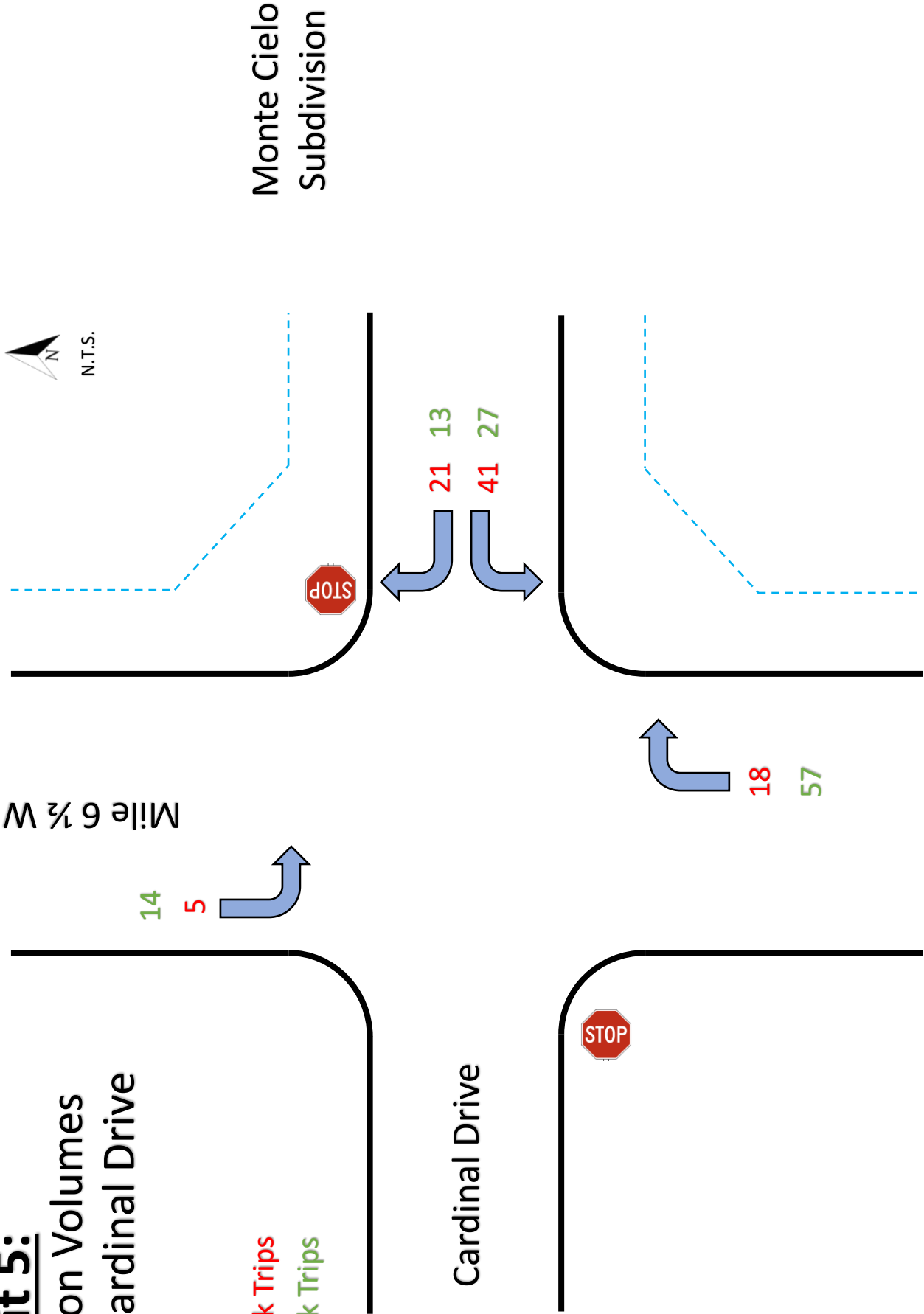


Exhibit 6:

Trip Distribution Percentage
Mile 6 ½ W & Cardinal Drive

XX: AM Peak Trips
XX: PM Peak Trips

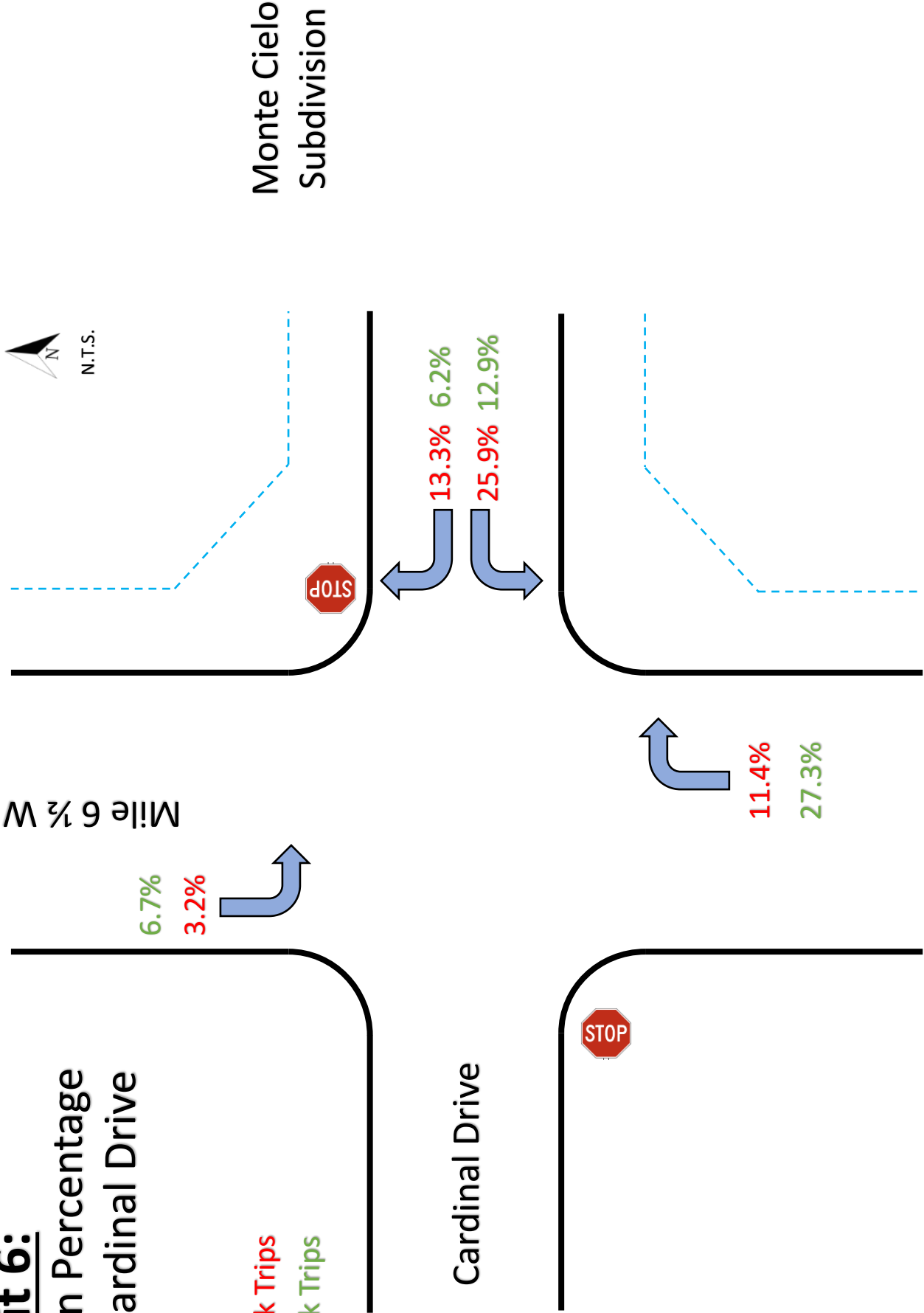


Exhibit 7:

Trip Distribution Volumes
Mile 6 ½ W & Blue Sky Drive

XX: AM Peak Trips

XX: PM Peak Trips

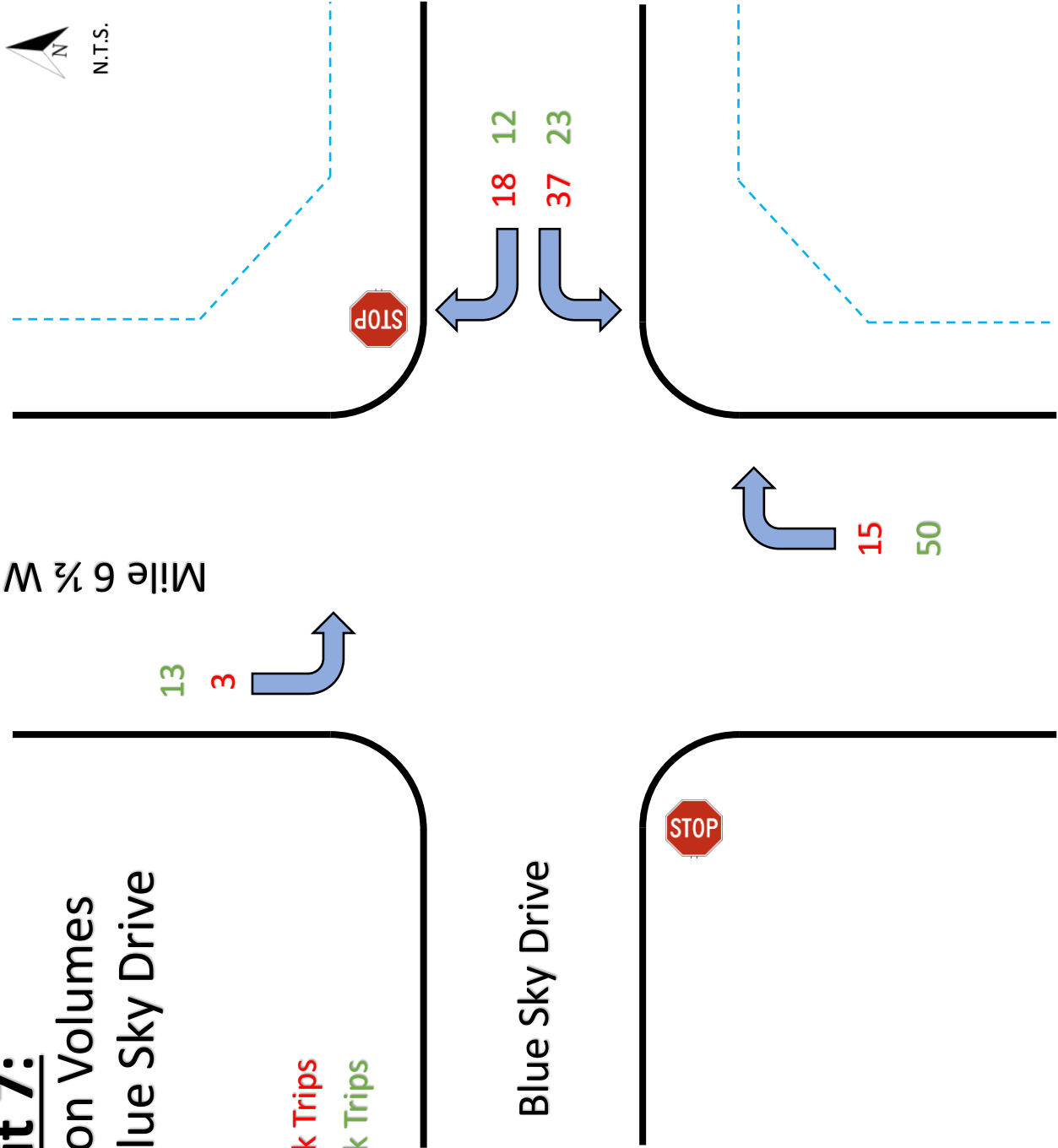


Exhibit 8:

Trip Distribution Percentage
Mile 6 ½ W & Blue Sky Drive

XX: AM Peak Trips
XX: PM Peak Trips

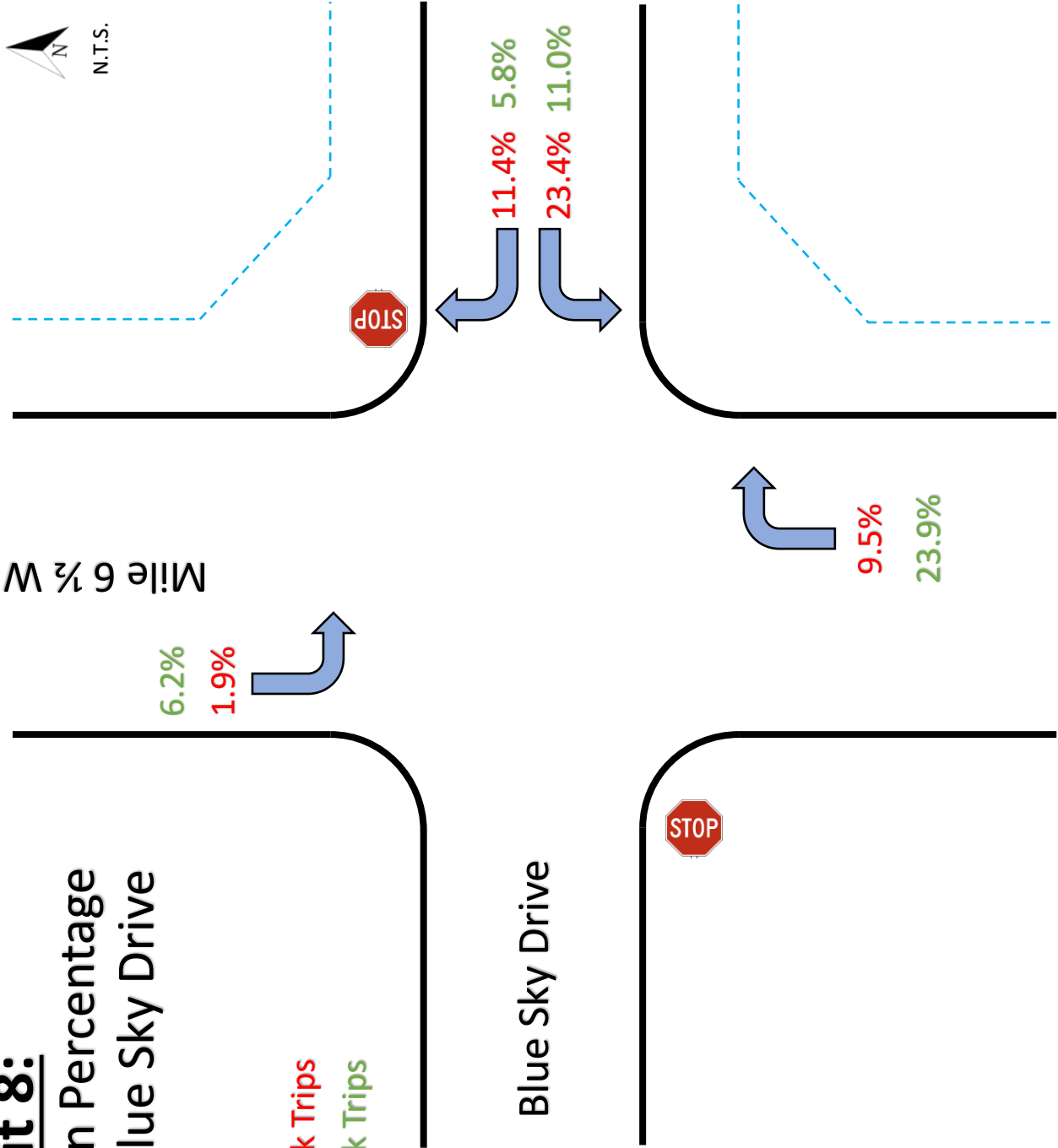


Exhibit 9: Proposed Access Spacing

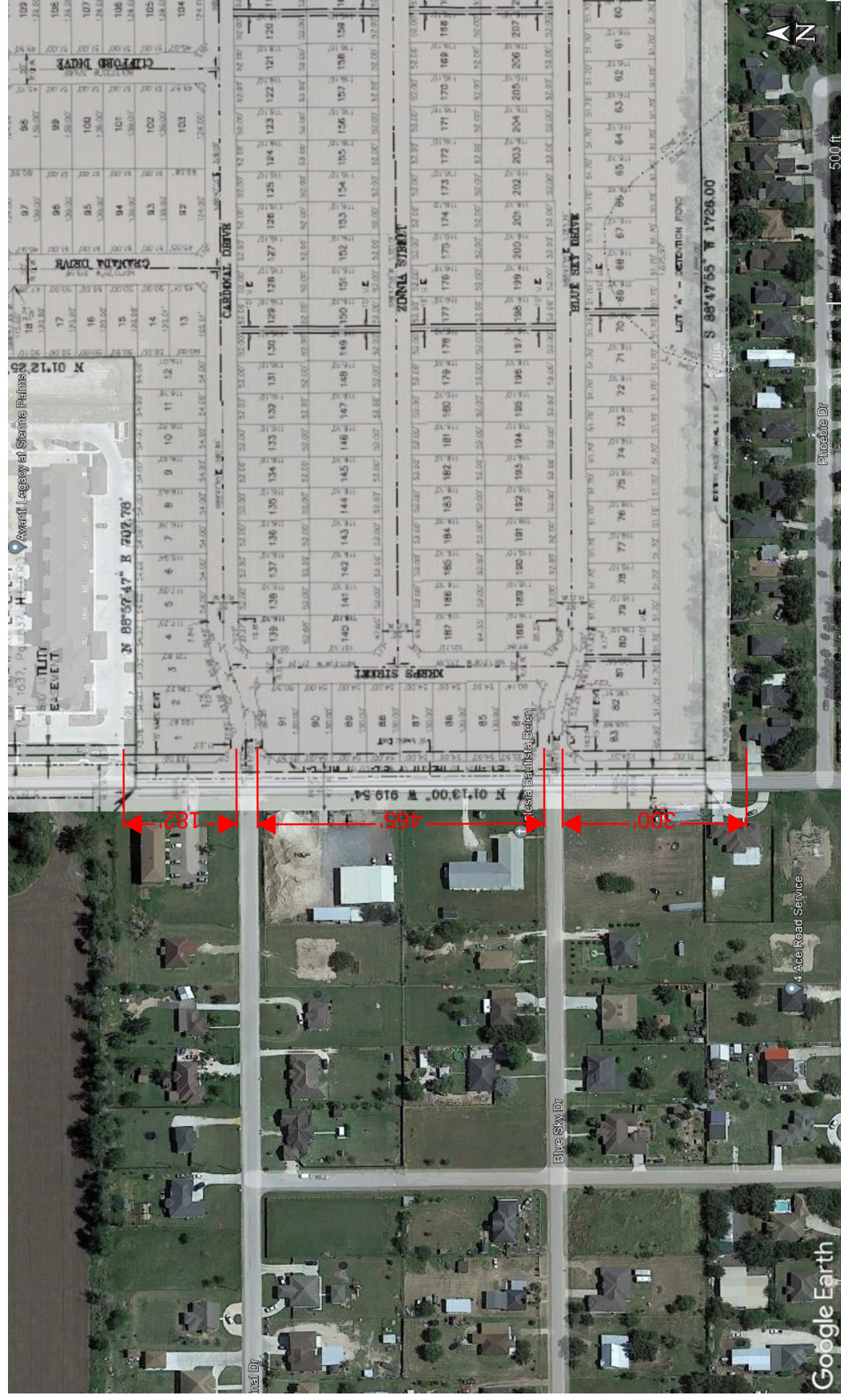
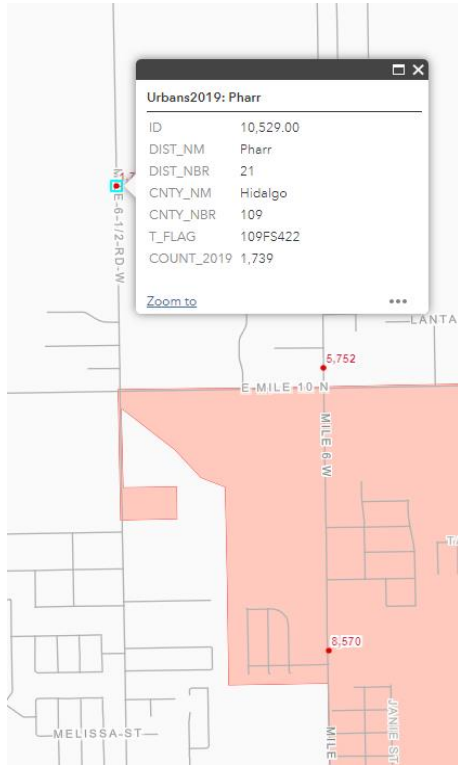


Exhibit 10: Road AADT & Capacity Calculations:

AADT:



AADT Data from TxDOT TPP District Traffic Web Viewer – Mile 6 ½ W

Year	Growth	AADT	AADT with Trips
2019	2.30%	1739	N/A
2020	2.30%	1779	
2021	2.30%	1820	
2022	2.30%	1862	
2023	2.30%	1905	
2024*	2.30%	1949	2203
2025**	2.30%	1994	

*Projected completion of Phase 1

**Projected completion of Phase 2

Capacity:

Exhibit 12-4
Basic Freeway and Multilane
Highway Segment Capacity
Under Base Conditions

FFS (mi/h)	Capacity of Basic Freeway Segments (pc/h/ln)	Capacity of Multilane Highway Segments (pc/h/ln)
75	2,400	NA
70	2,400	2,300 ^a
65	2,350	2,300 ^a
60	2,300	2,200
55	2,250	2,100
50	NA	2,000
45	NA	1,900

Notes: NA = not available.

^a Capacities for multilane highways with 65- and 70-mi/h FFS are extrapolated and not based on field data.

Exhibit 12-4 from Highway Capacity Manual, 6th Edition Chapter 12: Basic Freeway and Multilane Highway Segments

Mile 6 ½ W will be considered under highway conditions, 2-lanes, one lane each way.

The capacity drops 100 pc/h/ln every 5 MPH based on the table's values, if we continue this pattern, the projected capacity for 30 MPH is 1600 pc/h/ln.

10% will be applied to 2025 build out AADT to obtain the highest hourly volume of a day.

- Projected peak hour traffic = (2025 build out AADT * 10%) / 1 lane
- Projected peak hour traffic = (2203 * 0.10) / 1 lane
- Projected peak hour traffic = 220 pc/h/ln
- 220 pc/h/ln < 1600 pc/h/ln



Rio Grande Valley Emergency Communication District

Sheriff J. E. "Eddie" Guerra, Hidalgo County Sheriff..... President
Mayor Gilbert Gonzales, Raymondville Vice President
Mayor David Suarez, Weslaco..... Secretary
Mayor Pro-Tem Joaquin "J.J." Zamora, McAllen..... Treasurer

RGV9-1-1 BOARD OF MANAGERS

Arturo Galvan Jr.
Mayor Pro Tem, Alton

Ramiro Garza Jr.
Mayor, Edinburg

Alonzo "AL" Perez Jr
Mayor, Elsa

Yvette Cabrera
Mayor, Granjeno

Oscar D. Montoya
Mayor, Mercedes

Ramiro Loya
Mayor, Penitas

Alma D. Salinas
Mayor, Sullivan City

Judge Aurelio "Keeter" Guerra
Willacy County

March 27, 2023

Javier Hinojosa, P.E.
Javier Hinojosa Engineering
416 E. Dove Ave
McAllen, TX 78504

The LRGVDC E-Comms/9-1-1 Department acknowledges the notification on the following **PROPOSED NAMES**:

**HYDANGEA ST
ZINNIA ST
KERPS ST
GRANADA DR
CLIFFORD DR
MONTE CLIEO DR
CARDINAL DR
BLUE SKY DR**

to be part of **MONTE CIELO SUBDIVISION** in the Weslaco community.

A query was done on the state 9-1-1 database and found no conflict for the proposed names to be used.

STAFF:

EXECUTIVE DIRECTOR
Manuel "Manny" Cruz

ACKNOWLEDGED ON: March 27, 2023
RESEARCHED BY: Rosemary Contreras
TITLE: Customer Service Rep

SUBDIVISION PLAT OF
MONTE CIELO SUBDIVISION PHASE I
A TRACT OF LAND CONTAINING 33.97 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACT 214, THE WEST TRACT SUBDIVISION, OUT OF THE LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS

SCALE: 1" = 100'
BASIS OF BEARING AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 SOUTH ZONE (GRID)

LEGEND:

- IRON ROD FOUND
- IRON ROD SET
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R.O.W. = RIGHT OF WAY
- R.O.W. = RIGHT OF WAY
- H.C.D.R. = HIDALGO COUNTY REED RECORDS
- H.C.D.R. = HIDALGO COUNTY CAMERON COUNTIES DRAINAGE DISTRICT No. 9
- 15' NAMSZ EMT. = 15' NORTH ALAMO WATER SUPPLY CORP. EXCLUSIVE PERPETUAL EASEMENT
- D.E. = DRAINAGE EASEMENT
- U.E. = UTILITY EASEMENT

CENTERLINE CURVE DATA				IRREGULAR LOT AREAS					
CURVE	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD BEARING	CHORD	LOT #	SQ. FT.	ACRES
"A"	20°50'27"	275.00	50.57	100.93	N 76°22'42" E	99.48	1	10,996.3	0.252
"B"	04°36'09"	275.00	11.05	22.09	N 76°22'42" E	22.09	2	7,803.0	0.179
"C"	16°14'20"	275.00	39.23	77.94	N 80°40'45" E	77.68	3	14,139.9	0.325
"D"	15°43'16"	225.00	32.37	66.21	N 76°21'43" E	66.21	4	6,459.9	0.149
"E"	08°29'50"	225.00	12.97	25.51	N 72°13'50" W	25.51	5	6,362.1	0.145
"F"	22°13'08"	225.00	44.18	87.25	N 80°05'31" W	86.71	6	6,318.7	0.145
"G"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	7	6,362.0	0.145
"H"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	8	6,362.0	0.145
"I"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	9	6,293.6	0.144
"J"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	10	6,285.2	0.144
"K"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	11	6,268.5	0.144
"L"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	12	6,268.5	0.144
"M"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	13	6,268.5	0.144
"N"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	14	6,268.5	0.144
"O"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	15	6,268.5	0.144
"P"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	16	6,268.5	0.144
"Q"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	17	6,268.5	0.144
"R"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	18	6,268.5	0.144
"S"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	19	6,268.5	0.144
"T"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	20	6,268.5	0.144
"U"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	21	6,268.5	0.144
"V"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	22	6,268.5	0.144
"W"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	23	6,268.5	0.144
"X"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	24	6,268.5	0.144
"Y"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	25	6,268.5	0.144
"Z"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	26	6,268.5	0.144
"AA"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	27	6,268.5	0.144
"AB"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	28	6,268.5	0.144
"AC"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	29	6,268.5	0.144
"AD"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	30	6,268.5	0.144
"AE"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	31	6,268.5	0.144
"AF"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	32	6,268.5	0.144
"AG"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	33	6,268.5	0.144
"AH"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	34	6,268.5	0.144
"AI"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	35	6,268.5	0.144
"AJ"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	36	6,268.5	0.144
"AK"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	37	6,268.5	0.144
"AL"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	38	6,268.5	0.144
"AM"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	39	6,268.5	0.144
"AN"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	40	6,268.5	0.144
"AO"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	41	6,268.5	0.144
"AP"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	42	6,268.5	0.144
"AQ"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	43	6,268.5	0.144
"AR"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	44	6,268.5	0.144
"AS"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	45	6,268.5	0.144
"AT"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	46	6,268.5	0.144
"AU"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	47	6,268.5	0.144
"AV"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	48	6,268.5	0.144
"AW"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	49	6,268.5	0.144
"AX"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	50	6,268.5	0.144
"AY"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	51	6,268.5	0.144
"AZ"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	52	6,268.5	0.144
"BA"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	53	6,268.5	0.144
"BB"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	54	6,268.5	0.144
"BC"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	55	6,268.5	0.144
"BD"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	56	6,268.5	0.144
"BE"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	57	6,268.5	0.144
"BF"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	58	6,268.5	0.144
"BG"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	59	6,268.5	0.144
"BH"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	60	6,268.5	0.144
"BI"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	61	6,268.5	0.144
"BJ"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	62	6,268.5	0.144
"BK"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	63	6,268.5	0.144
"BL"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	64	6,268.5	0.144
"BM"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	65	6,268.5	0.144
"BN"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	66	6,268.5	0.144
"BO"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	67	6,268.5	0.144
"BP"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	68	6,268.5	0.144
"BQ"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	69	6,268.5	0.144
"BR"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	70	6,268.5	0.144
"BS"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	71	6,268.5	0.144
"BT"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	72	6,268.5	0.144
"BU"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	73	6,268.5	0.144
"BV"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	74	6,268.5	0.144
"BW"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	75	6,268.5	0.144
"BX"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	76	6,268.5	0.144
"BY"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	77	6,268.5	0.144
"BZ"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	78	6,268.5	0.144
"CA"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	79	6,268.5	0.144
"CB"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	80	6,268.5	0.144
"CC"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	81	6,268.5	0.144
"CD"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	82	6,268.5	0.144
"CE"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	83	6,268.5	0.144
"CF"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	84	6,268.5	0.144
"CG"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	85	6,268.5	0.144
"CH"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	86	6,268.5	0.144
"CI"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	87	6,268.5	0.144
"CJ"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	88	6,268.5	0.144
"CK"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	89	6,268.5	0.144
"CL"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	90	6,268.5	0.144
"CM"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	91	6,268.5	0.144
"CN"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	92	6,268.5	0.144
"CO"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	93	6,268.5	0.144
"CP"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	94	6,268.5	0.144
"CQ"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	95	6,268.5	0.144
"CR"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	96	6,268.5	0.144
"CS"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	97	6,268.5	0.144
"CT"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	98	6,268.5	0.144
"CU"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	99	6,268.5	0.144
"CV"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	100	6,268.5	0.144
"CW"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	101	6,268.5	0.144
"CX"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	102	6,268.5	0.144
"CY"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	103	6,268.5	0.144
"CZ"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	104	6,268.5	0.144
"DA"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	105	6,268.5	0.144
"DB"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	106	6,268.5	0.144
"DC"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	107	6,268.5	0.144
"DD"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	108	6,268.5	0.144
"DE"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	109	6,268.5	0.144
"DF"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	110	6,268.5	0.144
"DG"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	111	6,268.5	0.144
"DH"	08°29'50"	225.00	12.97	25.51	N 80°05'31" W	25.51	112	6,268.5	0.144
"DI"	08°29'50"	225.00	12.97	25.51	N				

SUBDIVISION PLAT OF

MONTE CIELO SUBDIVISION PHASE I

A TRACT OF LAND CONTAINING 33.97 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACT 214, THE WEST TRACT SUBDIVISION, OUT OF THE LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS

SCALE: 1" = 100'

BASE OF BEARING AS PER
TEXAS STATE PLANE
COORDINATE SYSTEM
NAD 83
SOUTH ZONE (GRD)

LEGEND:

- IRON ROD FOUND
- POINT OF BEGINNING
- P.O.B. = POINT OF BEGINNING
- R.O.W. = RIGHT OF WAY
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.D.M.R. = HIDALGO AND CAMERON COUNTIES DRAINAGE DISTRICT No. 9
- IS N.W.M.S.C. EASEMENT
- IS EXCLUSIVE PERPETUAL EASEMENT
- D.E. = DRAINAGE EASEMENT
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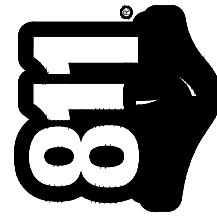
CENTERLINE CURVE DATA							IRREGULAR LOT AREAS		
CURVE	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD BEARING	CHORD	LOT #	SO. FT.	ACRES
"A"	20°50'27"	275.00'	50.57'	100.03'	N 78°22'42" E	99.48'	1	10.996.3	0.252
"B"	04°36'09"	275.00'	11.05'	22.09'	N 70°15'33" E	22.09'	2	7.809.0	0.179
"C"	16°14'20"	275.00'	39.23'	77.94'	N 80°40'45" E	77.68'	3	6.408.9	0.147
"D"	06°29'50"	225.00'	32.77'	65.51'	N 83°20'26" W	65.35'	4	6.307.1	0.145
"E"	06°29'50"	225.00'	32.77'	65.51'	N 72°13'52" W	25.50'	5	6.318.7	0.145
"F"	22°13'08"	225.00'	44.18'	87.25'	N 80°03'31" W	86.71'	6	6.302.0	0.145
"G"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	7	6.293.6	0.144
"H"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	8	6.285.2	0.144
"I"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	9	6.276.9	0.144
"J"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	10	6.268.5	0.144
"K"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	11	6.260.1	0.144
"L"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	12	6.251.7	0.144
"M"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	13	6.243.3	0.162
"N"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	14	6.234.9	0.163
"O"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	15	6.226.5	0.166
"P"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	16	6.218.1	0.166
"Q"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	17	6.209.7	0.166
"R"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	18	6.201.3	0.166
"S"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	19	6.192.9	0.167
"T"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	20	6.184.5	0.171
"U"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	21	6.176.1	0.171
"V"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	22	6.167.7	0.171
"W"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	23	6.159.3	0.171
"X"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	24	6.150.9	0.171
"Y"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	25	6.142.5	0.171
"Z"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	26	6.134.1	0.171
"AA"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	27	6.125.7	0.171
"AB"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	28	6.117.3	0.171
"AC"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	29	6.108.9	0.171
"AD"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	30	6.100.5	0.171
"AE"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	31	6.092.1	0.171
"AF"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	32	6.083.7	0.171
"AG"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	33	6.075.3	0.171
"AH"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	34	6.066.9	0.171
"AI"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	35	6.058.5	0.171
"AJ"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	36	6.050.1	0.171
"AK"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	37	6.041.7	0.171
"AL"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	38	6.033.3	0.171
"AM"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	39	6.024.9	0.171
"AN"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	40	6.016.5	0.171
"AO"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	41	6.008.1	0.171
"AP"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	42	6.000.0	0.171
"AQ"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	43	5.991.6	0.171
"AR"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	44	5.983.2	0.171
"AS"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	45	5.974.8	0.171
"AT"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	46	5.966.4	0.171
"AU"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	47	5.958.0	0.171
"AV"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	48	5.949.6	0.171
"AW"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	49	5.941.2	0.171
"AX"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	50	5.932.8	0.171
"AY"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	51	5.924.4	0.171
"AZ"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	52	5.916.0	0.171
"BA"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	53	5.907.6	0.171
"BB"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	54	5.899.2	0.171
"BC"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	55	5.890.8	0.171
"BD"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	56	5.882.4	0.171
"BE"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	57	5.874.0	0.171
"BF"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	58	5.865.6	0.171
"BG"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	59	5.857.2	0.171
"BH"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	60	5.848.8	0.171
"BI"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	61	5.840.4	0.171
"BJ"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	62	5.832.0	0.171
"BK"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	63	5.823.6	0.171
"BL"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	64	5.815.2	0.171
"BM"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	65	5.806.8	0.171
"BN"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	66	5.798.4	0.171
"BO"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	67	5.790.0	0.171
"BP"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	68	5.781.6	0.171
"BQ"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	69	5.773.2	0.171
"BR"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	70	5.764.8	0.171
"BS"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	71	5.756.4	0.171
"BT"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	72	5.748.0	0.171
"BU"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	73	5.739.6	0.171
"BV"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	74	5.731.2	0.171
"BW"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	75	5.722.8	0.171
"BX"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	76	5.714.4	0.171
"BY"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	77	5.706.0	0.171
"BZ"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	78	5.697.6	0.171
"CA"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	79	5.689.2	0.171
"CB"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	80	5.680.8	0.171
"CC"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	81	5.672.4	0.171
"CD"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	82	5.664.0	0.171
"CE"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	83	5.655.6	0.171
"CF"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	84	5.647.2	0.171
"CG"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	85	5.638.8	0.171
"CH"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	86	5.630.4	0.171
"CI"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	87	5.622.0	0.171
"CJ"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	88	5.613.6	0.171
"CK"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	89	5.605.2	0.171
"CL"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	90	5.596.8	0.171
"CM"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	91	5.588.4	0.171
"CN"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	92	5.580.0	0.171
"CO"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	93	5.571.6	0.171
"CP"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	94	5.563.2	0.171
"CQ"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	95	5.554.8	0.171
"CR"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	96	5.546.4	0.171
"CS"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	97	5.538.0	0.171
"CT"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	98	5.529.6	0.171
"CU"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	99	5.521.2	0.171
"CV"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	100	5.512.8	0.171
"CW"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	101	5.504.4	0.171
"CX"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	102	5.496.0	0.171
"CY"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	103	5.487.6	0.171
"CZ"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	104	5.479.2	0.171
"DA"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	105	5.470.8	0.171
"DB"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	106	5.462.4	0.171
"DC"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	107	5.454.0	0.171
"DD"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	108	5.445.6	0.171
"DE"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	109	5.437.2	0.171
"DF"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	110	5.428.8	0.171
"DG"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	111	5.420.4	0.171
"DH"	08°52'47"	250.00'	18.86'	37.65'	N 84°29'02" E	37.62'	112	5.412.0	0.171
"DI"	08°52'47"	250.00'	18.86'	37.65'	N 8				



LEGEND

- NOTE:
1. ALL FIRE HYDRANTS AND VALVES SHALL BE MANUFACTURED BY MUELLER.
2. ALL WATER AND SEWER LINES (INCLUDING SERVICES) CROSSING THE ROAD SHALL BE ENCASED.
3. ALL METER BOXES SHALL BE D1W 1300 SERIES w/ BLUE LID AND ANTENNA READABLE HOLES.
4. THE CONTRACTOR SHALL STAMP FACE OF CURB WITH "W" FOR WATER AND "S" FOR SEWER INDICATING SERVICE LOCATION.

- | | | |
|----------------------------------|-----|--------------------------------|
| EXIST. TOP OF CURB ELEVATION | WS | WATER SERVICE |
| EXIST. TOP OF DITCH ELEVATION | ⊗ | IRRIGATION STAND PIPE |
| EXIST. BOTTOM OF DITCH ELEVATION | ○ | ELECTRIC TRANSFORMER |
| EXIST. CENTER LINE ELEVATION | □ | ELECTRIC GROUND BOX |
| EXIST. FLOW LINE ELEVATION | --- | EXIST. 18" SANITARY SEWER LINE |
| EXIST. NATURAL GROUND ELEVATION | --- | EXIST. 12" SANITARY SEWER LINE |
| EXIST. DRAIN MANHOLE | --- | EXIST. 18" STORM DRAINAGE LINE |
| EXIST. SEWER MANHOLE | --- | EXIST. 24" STORM DRAINAGE LINE |
| EXIST. POWER POLE | --- | EXIST. 30" STORM DRAINAGE LINE |
| EXIST. GUY WIRE | --- | EXIST. 8" WATER LINE |
| EXIST. ROAD SIGN | --- | EXIST. IRRIGATION LINE |
| EXIST. GAS METER | --- | EXIST. PAVEMENT |
| EXIST. WATER METER | --- | |



**Know what's below.
Call before you dig.**
(@ least 48 hours prior to digging)

DATE:	REVISIONS	230301
		PROJECT NO.
		WAT, 2023
		DATE
		G. JEEGARDIN
		DRAWN BY
		J.H.
		CHK. BY

JAVIER HINOJOSA ENGINEERING

CONSULTING ENGINEERS
416 E. DOVE AVENUE MCALLEN, TEXAS 78504
PHONE (956) 668-1588
javier@javierhinojosaeng.com
TBPELS FIRM NUMBER F-1295

PROPOSED UTILITY LAYOUT
MONTE CIELO SUBDIVISION PHASE I

WESLACO, TEXAS

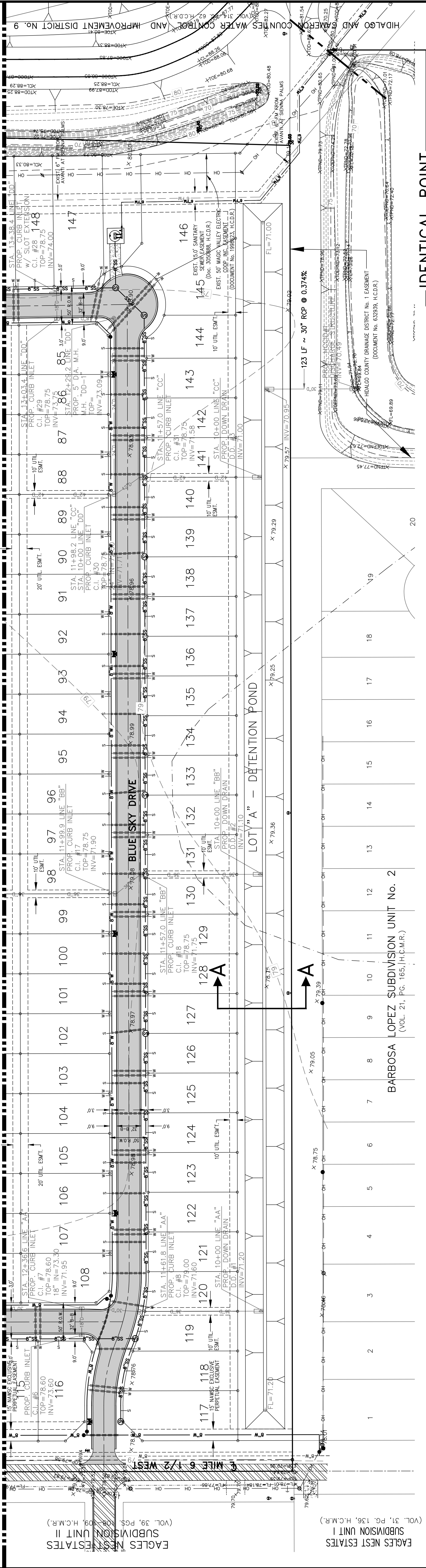
SHEET

OF
X

5

230301
SHEETS

MATCH LINE SEE SHEET 5 OF X



- NOTE:
- ALL FIRE HYDRANTS AND VALVES SHALL BE MANUFACTURED BY MUELLER.
 - ALL WATER AND SEWER LINES (INCLUDING SERVICES) CROSSING THE ROAD SHALL BE ENCASED IN 18" CONCRETE.
 - ALL METER BOXES SHALL BE DFW 1300 SERIES w/ BLUE LID AND ANTENNA READ HOLE.
 - THE CONTRACTOR SHALL STAMP FACE OF CURB WITH "W" FOR WATER AND "S" FOR SEWER INDICATING SERVICE LOCATION.

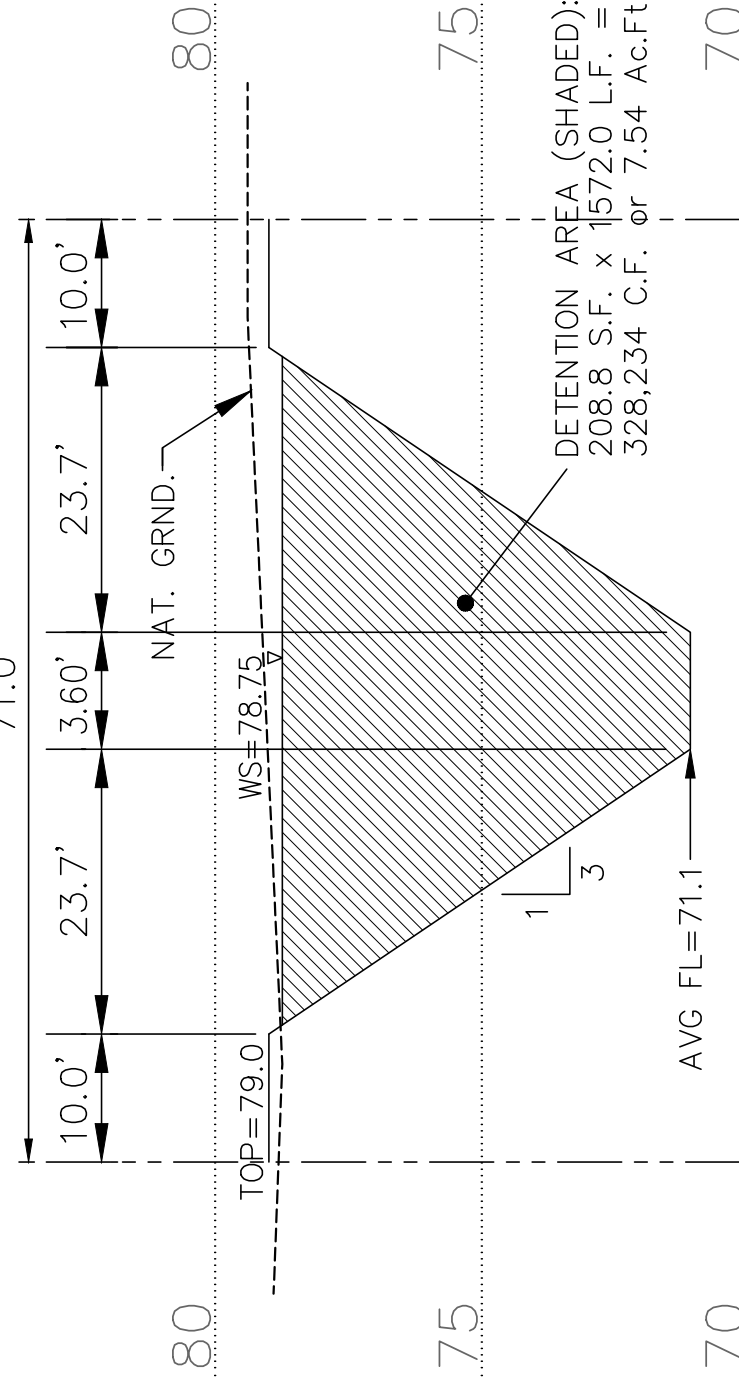
LEGEND

- | | |
|------------|----------------------------------|
| XTC=113.48 | EXIST. TOP OF CURB ELEVATION |
| XTD=113.48 | EXIST. TOP OF DITCH ELEVATION |
| XTE=113.48 | EXIST. BOTTOM OF DITCH ELEVATION |
| XCL=113.31 | EXIST. CENTER LINE ELEVATION |
| XFL=115.10 | EXIST. FLOW LINE ELEVATION |
| X115.10 | EXIST. NATURAL GROUND ELEVATION |
| ⊗ | EXIST. DRAIN MANHOLE |
| ⊙ | EXIST. SEWER MANHOLE |
| ⊕ | EXIST. POWER POLE |
| → | EXIST. GUY WIRE |
| — | EXIST. ROAD SIGN |
| □ | EXIST. GAS METER |
| ⊞ | EXIST. WATER METER |
| ⊞ | EXIST. 30" STORM DRAINAGE LINE |
| ⊞ | EXIST. 24" STORM DRAINAGE LINE |
| ⊞ | EXIST. 18" STORM DRAINAGE LINE |
| ⊞ | EXIST. 12" SANITARY SEWER LINE |
| ⊞ | EXIST. 8" WATER LINE |
| ⊞ | EXIST. IRRIGATION LINE |
| ⊞ | EXIST. PAVEMENT |

LEGEND

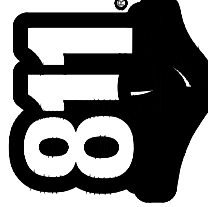
- | | |
|---|--------------------------------|
| ⊗ | EXIST. IRRIGATION VALVE |
| ⊙ | EXIST. TREE |
| ⊞ | WATER SERVICE |
| ⊞ | IRRIGATION STAND PIPE |
| ⊞ | ELECTRIC TRANSFORMER |
| ⊞ | ELECTRIC GROUND BOX |
| ⊞ | EXIST. 18" SANITARY SEWER LINE |
| ⊞ | EXIST. 12" SANITARY SEWER LINE |
| ⊞ | EXIST. 8" WATER LINE |
| ⊞ | EXIST. IRRIGATION LINE |
| ⊞ | EXIST. PAVEMENT |

SCALE: 1" = 60'



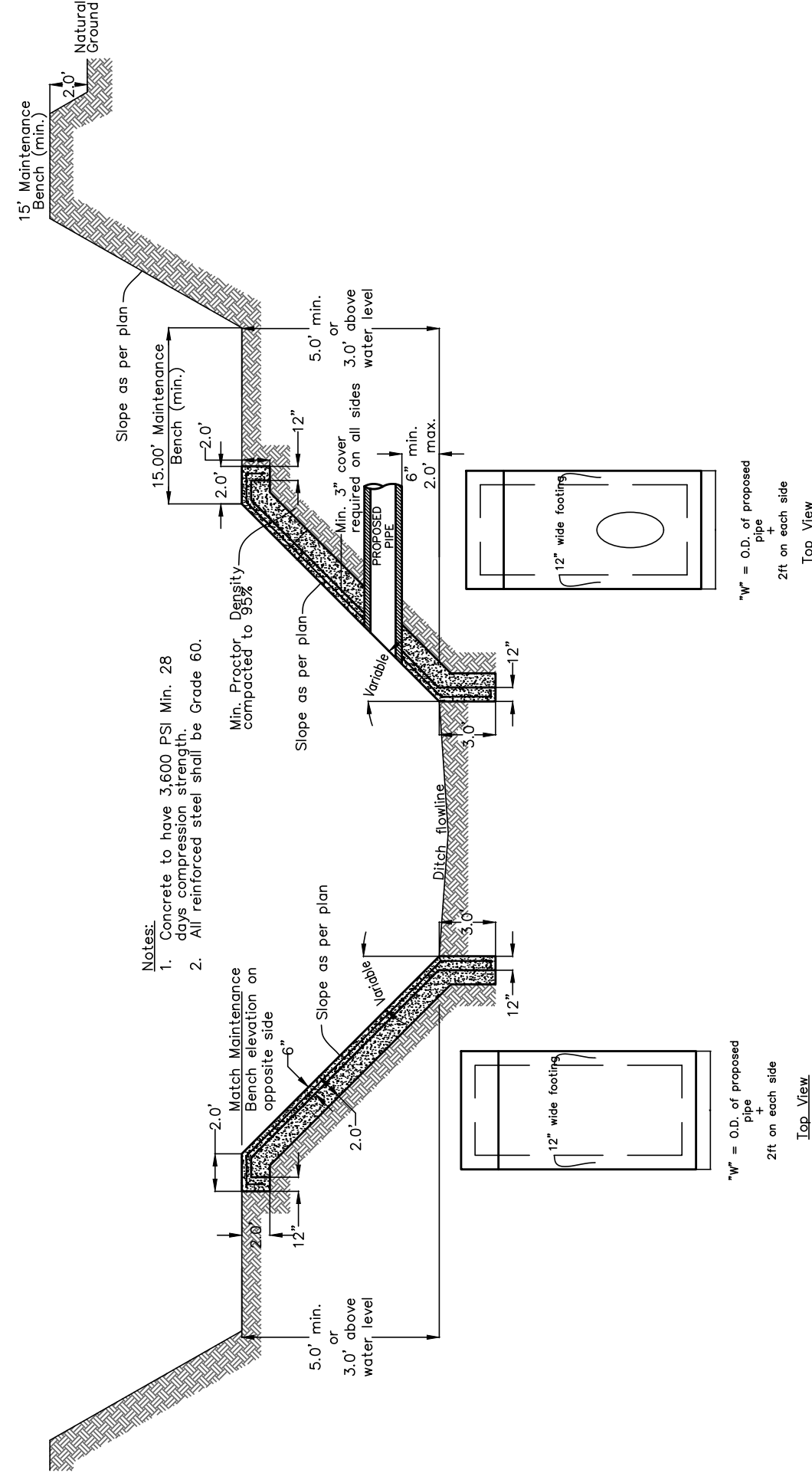
POND CROSS SECTION "AA"

DISCHARGE Q CALCULATION	V=Q/A
30" @ 0.374%	V=25.09/4.909
Q= 1.486 AR ^{2/3} S ^{1/2}	V=5.11 fps
Q= 1.486 (4.909)(0.625) ^{2/3} 0.00374 ^{1/2}	
Q=25.09 cfs < 25.20 cfs (undeveloped 10-year)	



Know what's below.
Call before you dig.

(@ least 48 hours prior to digging)



H.C.D.D. #1 STORM DISCHARGE STRUCTURE

DATE: _____

REVISIONS

PROJECT No. 230301

DATE MAY 2023

DATE G. TEEGARDIN

DRAWN BY J.H.

CHK. BY

JAVIER HINOJOSA ENGINEERING

CONSULTING ENGINEERS

416 E. DOVE AVENUE WILLOW, TEXAS 78504

PHONE (956) 688-1588

javier@jhinohosajr.com

IBPES FIRM NUMBER 1-1295

PROPOSED UTILITY LAYOUT

MONTE CIELO SUBDIVISION PHASE I

WESLACO, TEXAS

SHEET

OF

X

SHEETS

6

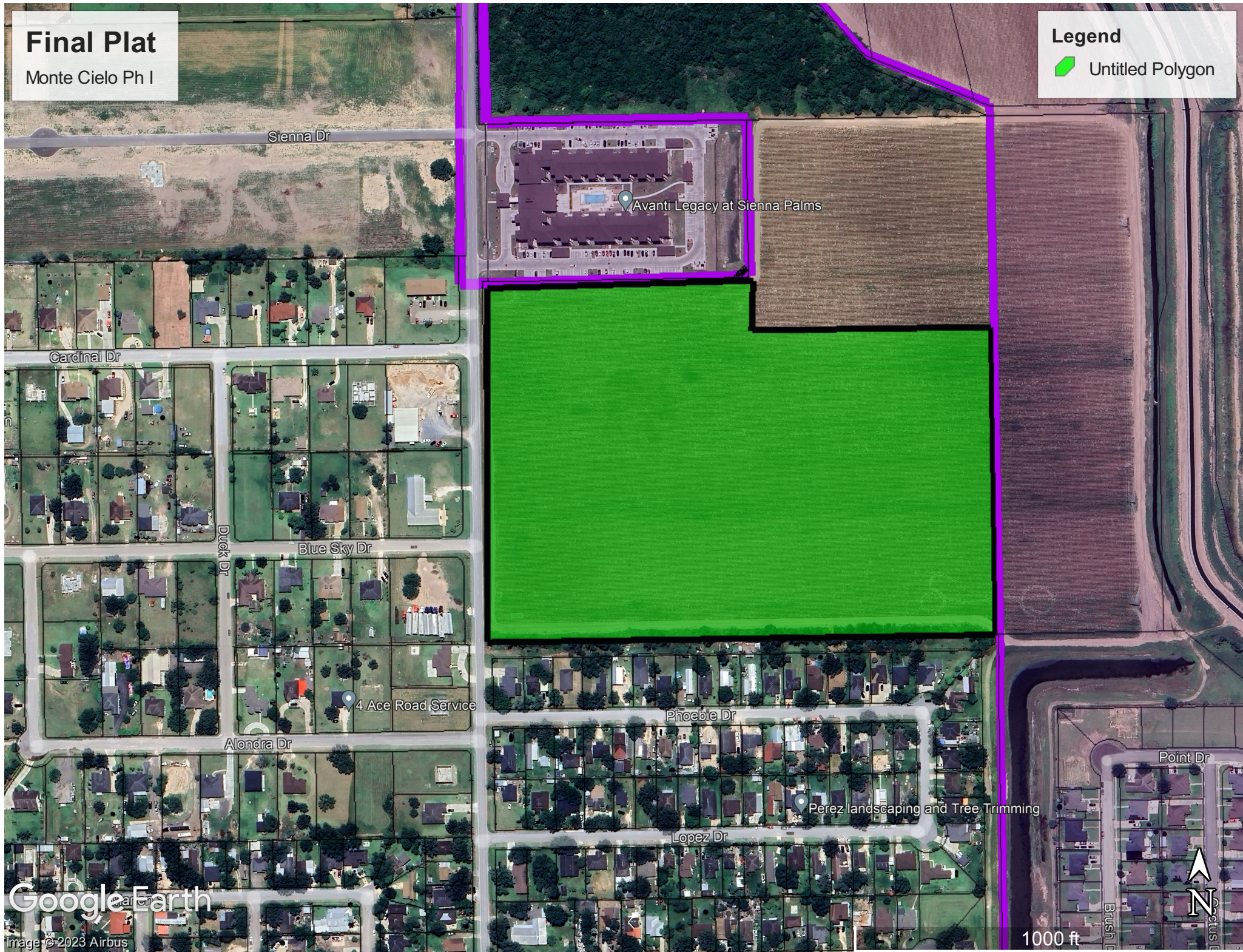
230301

Final Plat

Monte Cielo Ph I

Legend

 Untitled Polygon



A TRACT OF LAND CONTAINING 33.97 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACT 214, THE WEST TRACT SUBDIVISION, OUT OF THE LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS

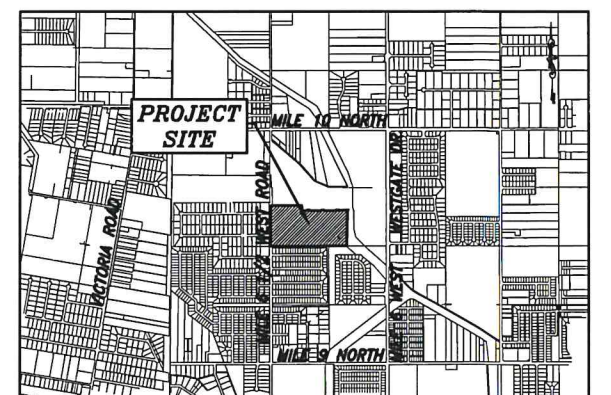
BASIS OF BEARING AS PER
TEXAS STATE PLANE
COORDINATE SYSTEM
NAD 83
SOUTH ZONE (GRID)

- IRON ROD FOUND
- IRON ROD SET
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R.O.W. = RIGHT OF WAY
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.L.D. #9 = HIDALGO AND CAMERON COUNTIES DRAINAGE DISTRICT No. 9
- 15' NAWG ESM. = 15' NORTH ALAMO WATER SUPPLY CORP.
- EXCLUSIVE PERPETUAL EASEMENT
- D.E. = DRAINAGE EASEMENT
- U.E. = UTILITY EASEMENT

LOT LINE - CURVE DATA						
CURVE	DELTA	RADIUS	TANGENT	ARC LENGTH	CHORD BEARING	CHORD
"C1"	08°32'47"	250.00'	18.66'	37.65'	N 84°29'02" E	37.62'
"C2"	1°12'41"	250.00'	26.74'	53.28'	N 74°03'48" E	53.18'
"C3"	00°31'26"	300.00'	1.37'	2.74'	N 68°13'11" E	2.74'
"C4"	19°54'57"	300.00'	28.07'	55.98'	N 73°49'38" E	55.90'
"C5"	1°04'12"	300.00'	23.28'	46.40'	N 83°56'02" E	50.34'
"C6"	3°13'08"	50.00'	10.30'	30.34'	N 50°50'50" W	29.20'
"C7"	29°02'21"	50.00'	12.99'	25.41'	N 24°00'49" W	25.14'
"C8"	5°17'45"	50.00'	27.32'	50.00'	N 19°11'44" E	47.94'
"C9"	5°17'45"	50.00'	27.32'	50.00'	N 76°29'29" E	47.94'
"C10"	43°39'34"	50.00'	20.03'	38.10'	S 53°01'52" E	37.18'
"C11"	0°17'33"	260.00'	33.98'	68.44'	N 74°03'48" E	68.34'
"C12"	11°15'30"	250.00'	24.64'	49.13'	S 74°36'44" E	49.03'
"C13"	01°26'39"	200.00'	2.52'	5.04'	S 69°42'16" E	5.04'
"C14"	15°51'17"	200.00'	26.78'	53.25'	N 78°03'14" E	53.09'
"C15"	05°31'13"	200.00'	9.64'	19.27'	S 88°26'29" E	19.26'
"C16"	14°42'28"	200.00'	35.67'	70.87'	N 82°04'51" W	70.63'
"C17"	0°01'09"	300.00'	0.43'	0.87'	N 84°31'36" E	0.87'
"C18"	08°32'34"	250.00'	18.67'	37.27'	N 84°31'36" E	37.24'
"C19"	06°03'49"	200.00'	10.59'	21.17'	N 68°10'10" W	21.16'

IRREGULAR LOT AREAS		
LOT #	SQ. FT.	ACRES
1	10,996.3	0.252
7	7,809.0	0.179
3	6,813.1	0.159
4	6,405.9	0.148
5	6,327.1	0.145
6	6,318.7	0.145
8	6,310.3	0.145
9	6,239.3	0.144
10	6,285.2	0.144
11	6,278.9	0.144
12	6,268.5	0.144
13	7,073.3	0.162
16	7,084.1	0.163
35	7,245.2	0.166
60	7,162.6	0.164
61	7,357.8	0.169
84	7,275.4	0.167
85	7,173.6	0.163
108	7,314.9	0.168
109	7,908.7	0.182
110	7,853.7	0.180
117	9,403.0	0.216
118	7,432.9	0.171
119	6,927.9	0.159
122	6,074.3	0.139
144	6,076.2	0.139
145	7,149.7	0.164
146	7,495.3	0.172
147	10,879.9	0.250

LINE DATA			
LINE	CHORD	BEARING	CHORD
"L1"	N	4612 33' W	35.36'
"L2"	S	4612 33' E	35.36'
"L3"	S	43°47'45" W	21.09'
"L4"	N	50°03'06" W	40.05'
"L5"	N	88°47'55" E	20.80'
"L6"	N	43°47'27" E	35.35'
"L7"	S	88°47'55" W	20.81'
"L8"	S	52°46'16" W	17.64'
"L9"	S	54°36'04" E	17.89'
"L10"	N	88°47'55" E	11.21'
"L11"	N	38°39'36" E	23.02'
"L12"	N	4612 33' W	21.22'
"L13"	N	43°47'45" W	21.21'
"L14"	S	42°06'10" W	22.68'
"L15"	S	43°47'45" W	21.21'
"L16"	N	4612'15" W	21.21'
"L17"	S	43°47'45" W	21.09'



SHEET NO. 1 OF 2

P.O.C.
N.W. CORNER
FARM TRACT 214

HIDALGO AND CAMERON COUNTIES
WATER CONTROL AND
IMPROVEMENT DISTRICT No. 9
(VOL. 314, PG. 62, H.C.D.R.)

LOT 1, BLOCK 1
AVANTI AT SIENNA PALMS LEGACY
(DOCUMENT No. 3028974, H.C.M.R.)

MONTE CIELO SUBDIVISION PHASE II (FUTURE)

HIDALGO AND CAMERON COUNTIES WATER CONTROL AND IMPROVEMENT DISTRICT No. 9

CARDINAL DRIVE

EAGLES NEST ESTATES
SUBDIVISION UNIT II
(VOL. 39, PGS. 108-109, H.C.M.R.)

BLUE SKY DRIVE

**EAGLES NEST ESTATES
SUBDIVISION UNIT I**
(VOL. 31, PG. 136, H.C.M.R.)

DATE OF PREPARATION: MAY, 2023

DRAWN BY: G.T. & A.G.

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
 416 E. DOVE AVENUE McALLEN, TEXAS 78504
 PHONE (956) 668-1586
 javier@javierhinojosaeng.com
 TBP&LS FIRM NUMBER F-1295

PRINCIPAL CONTACTS:

PRINCIPAL CONTACTS:			
NAME	ADDRESS	CITY & ZIP	PHONE #
OWNER: JASON E. GARZA	P.O. BOX 6105	MCALLEN, TX 78502	(956) 451-6390
ENGINEER: JAVIER HINOJOSA	416 E. DOVE AVENUE	MCALLEN, TX 78504	(956) 668-1588
SURVEYOR: CARLOS VASQUEZ	517 BEAUMONT AVE.	MCALLEN, TX 78501	(956) 618-1551

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

230301

GENERAL NOTES

- THIS PROPERTY IS LOCATED IN ZONE "A" AND "X" ON A FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0450C, MAP REVISED MAY 30, 2002 TO REFLECT LOMR. ZONE "A" IS DEFINED AS "NO BASE BLOOD ELEVATION DETERMINED", ZONE "X" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN."
- FINISH FLOOR ELEVATIONS ESTABLISHED MUST BE HIGHER THAN 80.50 OR 18" ABOVE TOP OF CURB OR CENTER LINE OF STREET, WHICHEVER IS GREATER, MEASURED FROM THE CENTER OF THE LOT.
- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND CITY OF WESLACO REQUIREMENTS, MONTE CIELO PHASE I AND II WILL BE REQUIRED TO DETAIN A TOTAL OF 318,970 CUBIC FEET (7.323 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION. TOTAL DRAINAGE DETENTION REQUIRED FOR PHASE I AND II WILL BE CONSTRUCTED AS PART OF MONTE CIELO PHASE I.
- NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF BUILDING, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 16" MATURE HEIGHTS, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WILL INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS:
FRONT:25 FEET
REAR:20% OF LOT DEPTH (25.0' MAXIMUM)
SIDE:5 FEET
SIDE CORNER:10 FEET
- A 5-FOOT SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF A NOTICE TO PROCEED.
- A 4-FOOT SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. ON CORNER LOTS, THE OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.
- PROJECT BENCHMARK: "□" SQUARE CUT ON TOP OF 5' CONCRETE SIDEWALK LOCATED ALONG THE EAST SIDE OF MILE 6 ½ WEST, ADJACENT TO THE NORTH PROPERTY LINE. ELEVATION = 79.718 NORTHING: 16596111.159 EASTING: 1143181.371
- SET ½" IRON ROD ON ALL LOT CORNERS UNLESS OTHERWISE NOTED.
- LANDSCAPING REQUIRED FOR THIS SUBDIVISION SHALL BE AS PER CITY OF WESLACO LANDSCAPE ORDINANCE.
- NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
- A STORM WATER POLLUTION PREVENTION PLAN SHALL BE REQUIRED PRIOR TO CONSTRUCTION AND MUST COMPLY WITH TPDES & FOLLOW SWP.
- STREET LIGHTS AND STREET SIGNS SHALL BE INSTALLED IN ACCORDANCE TO CITY OF WESLACO ORDINANCE BY THE DEVELOPER PRIOR TO ISSUANCE OF BUILDING PERMIT.
- STREET LIGHTS MUST BE LOCATED AT 300-FOOT MAXIMUM SPACING.
- NO ACCESS SHALL BE PERMITTED FOR LOTS 1 AND 109 THROUGH 117 (INCLUSIVE) TO MILE 6 1/2 WEST ROAD.
- SITE PLAN AND DETENTION PLAN MUST BE REVIEWED AND APPROVED BY THE CITY OF WESLACO PRIOR TO ISSUANCE OF BUILDING PERMIT.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREAS BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
- CORNER LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTION AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
- ALL DRAINAGE EASEMENTS SHALL BE PRIVATE WITHIN THE PROPERTY LINES AND MAINTAINED BY PROPERTY OWNERS/HOME OWNERS ASSOCIATION.
- LOT "A" (DRAINAGE OUTPARCEL) CANNOT BE RE-SUBDIVIDED FOR FUTURE DEVELOPMENT.
- LIFT STATION SITE IS HEREBY DEDICATED TO THE CITY OF WESLACO BY THIS SUBDIVISION PLAT.

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

DATED THIS ____ DAY OF _____, 2023.

- 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 HCCD #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.
- HCCD #9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCCD #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.
- HCCD #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.
- HCCD#9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES AND OTHER PLANTING AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 33.97 ACRES OF LAND, MORE OR LESS SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACT 214, WEST TRACT SUBDIVISION OUT OF LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, MAP REFERENCE: VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING PART OR PORTION OF THAT TRACT OF LAND DEEDED TO JIMMY CLOSER & SONS CONSTRUCTION CO., INC., RECORDED IN DOCUMENT NUMBER 1139242, DEED RECORDS, HIDALGO COUNTY, TEXAS, SAID 33.97 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, FOR REFERENCE AT THE NORTHWEST CORNER OF SAID FARM TRACT 214, WITHIN MILE 6 1/2 WEST ROAD, AND THE NORTHWEST CORNER OF AVANTI AT SIENNA PALMS LEGACY SUBDIVISION, MAP REFERENCE: DOCUMENT NUMBER 3028974, MAP RECORDS, HIDALGO COUNTY, TEXAS, THENCE S 01 13' 00" E, ALONG THE WEST LINE OF SAID FARM TRACT 214, WITHIN SAID MILE 6 ½ ROAD A DISTANCE OF 400.00 FEET, TO A NAIL SET, ON THE SOUTHWEST CORNER OF SAID AVANTI SUBDIVISION, FOR THE POINT OF BEGINNING AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE N 88° 57' 47" E, ALONG THE SOUTH LINE OF SAID AVANTI SUBDIVISION, AT A DISTANCE OF 15.00 FEET, PASS THE EAST RIGHT-OF-WAY LINE OF SAID MILE 6 ½ ROAD, AT A DISTANCE OF 40.00 FEET, PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "M & H" FOUND, ON THE SOUTHWEST CORNER OF LOT 1, OF SAID AVANTI SUBDIVISION, CONTINUING A TOTAL DISTANCE OF 707.78 FEET, TO A CONCRETE MONUMENT WITH AN ALUMINUM CAP FOUND, ON THE SOUTHEAST CORNER OF SAID AVANTI SUBDIVISION, FOR A CORNER HEREOF;

THENCE S 01°12'05" E, A DISTANCE OF 116.01 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET FOR AN INSIDE CORNER HEREOF;

THENCE N 88°47'55" E, A DISTANCE OF 105.01 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET FOR AN INSIDE CORNER HEREOF;

THENCE N 43°47'45" E, A DISTANCE OF 21.21 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET FOR AN OUTSIDE CORNER HEREOF;

THENCE N 88°47'35" E, A DISTANCE OF 50.00 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET FOR AN OUTSIDE CORNER HEREOF;

THENCE S 48°11'41" E, A DISTANCE OF 21.22 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET FOR AN INSIDE CORNER HEREOF;

THENCE N 88°47'55" E, A DISTANCE OF 248.00 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET FOR AN INSIDE CORNER HEREOF;

THENCE N 43°47'45" E, A DISTANCE OF 21.21 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET FOR AN OUTSIDE CORNER HEREOF;

THENCE N 88°47'35" E, A DISTANCE OF 50.00 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET FOR AN OUTSIDE CORNER HEREOF;

THENCE S 48°11'41" E, A DISTANCE OF 21.22 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET FOR AN INSIDE CORNER HEREOF;

THENCE N 88°47'55" E, A DISTANCE OF 251.66 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET FOR AN INSIDE CORNER HEREOF;

THENCE N 43°27'23" E, A DISTANCE OF 21.09 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET FOR AN OUTSIDE CORNER HEREOF;

THENCE N 88°08'51" E, A DISTANCE OF 50.00 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET FOR AN OUTSIDE CORNER HEREOF;

THENCE S 01°53'09" E, A DISTANCE OF 9.87 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET FOR AN INSIDE CORNER HEREOF;

THENCE N 88°08'51" E, A DISTANCE OF 219.52 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET, ON THE WEST RIGHT-OF-WAY LINE OF A TRACT OF LAND DEEDED TO HIDALGO AND CAMERON COUNTIES WATER CONTROL, AND IMPROVEMENT DISTRICT NO. 9, RECORDED IN VOLUME 314 PAGE 62, DEED RECORDS, HIDALGO COUNTY, TEXAS, FOR THE NORTHEAST CORNER HEREOF;

THENCE S 14° 21' 00" W, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID WATER DISTRICT NO. 9 TRACT, A DISTANCE OF 33.05 FEET, FOR A CORNER HEREOF;

THENCE S 00° 24' 09" W, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID WATER DISTRICT NO. 9 TRACT, A DISTANCE OF 778.32 FEET TO A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET, ON THE SOUTH LINE OF SAID FARM TRACT 214, THE NORTH LINE OF QUAIL HOLLOW NORTH SUBDIVISION, MAP REFERENCE: VOLUME 49 PAGES 99 THRU 101, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER HEREOF;

THENCE S 88° 47' 55" W, ALONG THE SOUTH LINE OF SAID FARM TRACT 214, THE NORTH LINE OF SAID QUAIL HOLLOW NORTH SUBDIVISION, AT A DISTANCE OF 560.00 FEET PASS THE COMMON CORNER OF SAID QUAIL HOLLOW SUBDIVISION, AND BARBOSA-LOPEZ SUBDIVISION, MAP REFERENCE: VOLUME 21 PAGE 165, MAP RECORDS, HIDALGO COUNTY, TEXAS, AT A DISTANCE OF 1711.00 FEET, PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET, AT THE EAST RIGHT-OF-WAY LINE OF SAID MILE 6 ½ ROAD, CONTINUING A TOTAL DISTANCE OF 1728.00 FEET, TO A NAIL SET, ON THE WEST LINE OF SAID FARM TRACT 214, FOR THE SOUTHWEST CORNER HEREOF;

THENCE N 01° 13' 00" W, ALONG THE WEST LINE OF SAID FARM TRACT 214, WITHIN SAID MILE 6 ½ ROAD, A DISTANCE OF 919.54 FEET, TO THE POINT OF BEGINNING, CONTAINING 33.97 ACRES OF LAND, MORE OR LESS.

NORTH ALAMO WATER SUPPLY CORPORATION RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, OWNER OF THE PROPERTY SHOWN ON THE PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFERREES (HEREIN 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 (HEREIN CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTERLINE 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 RELOCATED THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROMISONS OF TITLE V 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 EASEMENT THE ____ DAY OF _____, 2023.

PRINTED NAME: EZEQUIEL REYNA, JR., DEVELOPER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED EZEQUIEL REYNA, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2023.

NOTARY PUBLIC STATE OF TEXAS

MY COMMISSION EXPIRES

SUBDIVISION PLAT OF
MONTE CIELO SUBDIVISION PHASE I

A TRACT OF LAND CONTAINING 33.97 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACT 214, THE WEST TRACT SUBDIVISION, OUT OF THE LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEROF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS MONTE CIELO SUBDIVISION PHASE I TO THE CITY OF WESLACO, COUNTY OF HIDALGO COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

NAME: JASON E. GARZA
OWNER: RD MONTE CIELO, LLC.
P.O. BOX 6105
MCALLEN, TX, 78502

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATED PERSONALLY APPEARED JASON E. GARZA KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2023.

NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF MONTE CIELO SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WESLACO.

MAYOR OF THE CITY OF WESLACO: DAVID SUAREZ

DATE

SECRETARY OF THE CITY OF WESLACO, NORMA A. CANTU

DATE

THIS PLAT OF MONTE CIELO SUBDIVISION PHASE I HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS ____ DAY OF _____, 2023.

CHAIRMAN

STATE OF TEXAS
COUNTY OF HIDALGO

I, JAVIER HINOJOSA, P.E., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

JAVIER HINOJOSA, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 74808

I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

CARLOS VASQUEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4608
C.V.Q. LAND SURVEYORS L.L.C.
517 BEAUMONT AVENUE
MCALLEN, TEXAS 78502
TBPELS FIRM No.10119600
TEL. (956) 618-1551 DATE SURVEYED: JANUARY 23, 2023

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

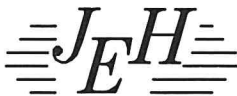
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

DATE

DATE OF PREPARATION: MAY, 2023

DRAWN BY: G.T. & A.G.



JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javier@javierhinojosaeeng.com
TBPELS FIRM NUMBER F-1295

PRINCIPAL CONTACTS:			
NAME	ADDRESS	CITY & ZIP	PHONE #
OWNER: JASON E. GARZA	P.O. BOX 6105	MCALLEN, TX 78502	(956) 451-6390
ENGINEER: JAVIER HINOJOSA	416 E. DOVE AVENUE	MCALLEN, TX 78504	(956) 668-1588
SURVEYOR: CARLOS VASQUEZ	517 BEAUMONT AVE.	MCALLEN, TX 78501	(956) 618-1551



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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 2 OF 2



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6718	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Final Plat for Rio Meadows Subdivision being 20.3 acre out of Farm Tract 625, and 626, Block 178, West Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 1,400 ft south of E Business 83 on the east side of Midway St. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed fifty-six (56) lot subdivision is located outside the City of Weslaco. This subdivision is being serviced with water by North Alamo Water Supply through an 8" waterline and sewer by City of Weslaco through a 8" sewer line. The property is within a Flood Zone "X" Applicant is requesting a variance for off-site drainage and has provided drainage letters of support.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat and the variance request at their regular meeting of July 5, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of Final Plat and compliance with the ordinance on the variance.			
Attachments, if any: Rio Meadows - Memo, Rio Meadows-Applications, Drainage Reports, and Legal Documents, Rio Meadows - Aerial, Rio Meadows - 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: Rio Meadows- Final Plat

DATE: July 11, 2023

The proposed use for the 56-lot subdivision is for four plex apartment use and is located just outside the city limits of Weslaco. The developer has one requested any variance at this time. The subdivision will be provided with water by NAWSC and sanitary sewer by the City of Weslaco. The developer has requested to provide off-site drainage and has obtained the letters of support from the irrigation and drainage district. The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM



SUBDIVISION PLATTING APPLICATION

PIAT-000476-2023

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: Rio Meadows Subdivision

Location: East of Midway Street and Approximately 1,400 ft south of E Business 83

Legal Description: 20.3 Acre tract of land comprised of 5.0 acres out of farm tract 625, and 15.3 acres out of farm tract 626, block 178, West Tract Subdivision, as recorded in Volume 2, Pages 24 through 27, Hidalgo County Map Records, 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: ETJ

Existing Land Use: Open land Proposed Land Use: Multi Family subdivision

Number of Lots Proposed: 56 Gross Acreage: 20.30

Title Report Submitted: ☒ YES ☐ NO

OWNER INFORMATION

Owner's Name: DK3 Investment Group LLC Telephone: 956-497-3962

Address: 702 WEST EXPRESSWAY 83

Fax: _____

City: WESLACO State: TX Zip: 78596 E-mail: dominicareyna@gmail.com

ENGINEER INFORMATION

Name: S2Engineering PLLC Telephone: 956-403-9787

Address: 2424 Mimosa St.

Fax: _____

City: Mission State: TX Zip: 78574 E-mail: s2engineering.ns@gmail.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: NAWSC

☒ YES ☐ NO Wastewater Provision: City of Weslaco

☒ YES ☐ NO Electric Company: AEP

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

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>HCDD1</u>	☒ YES ☐ NO Irrigation District <u>HCCID9</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 rdelafuente@weslacotx.gov

_____ **\$355.00** Planning Review fee

_____ One 11" X 17" reduced copy of plat

_____ Plat Layout

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

_____ Contours

_____ Flood Zones

_____ Adjoiners

_____ Existing street names

_____ Drainage plans and calculations with engineer's seal

_____ Elevations

_____ Flood directional arrows

_____ Detention areas

_____ Street names

_____ Proof of ownership of the property

_____ If septic tank system required, submit soil evaluation report

_____ Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

X **\$355.00** (one time fee for preliminary and final plat)

X One 11" X 17" reduced copy of plat

X Plat Layout

X Existing & Proposed Easements

X Existing & Proposed ROW

X Existing & Proposed Drainage Easements

X Contours

255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

- ☒ 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: Dominic A. Reyna

Owner Signature: [Signature] Date: 6/21/23

Jose Noel Saldivar P.E. is the authorized agent

Authorized Agent Signature: [Signature] Date: 6/26/23

Authorized Agent Printed Name: Jose Noel Saldivar, PE

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

VAR-000477-2023

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: Rio Meadows Subdivision

Location: East side of Midway St and approximately 1,320 ft south of E Business 83.

Legal Description:

20.3 Acre tract of land comprised of 5.0 acres out of farm tract 625, and 15.3 acres out of farm tract 626, block 178, west tract subdivision, as recorded in volume 2, pages 24 through 27, Hidalgo County Map Records, Hidalgo, County, Texas

VARIANCE TYPE:

☐ Streetlights ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☒ Drainage ☒ YES ☐ NO

Describe in detail the reason for the variance request:

Water will be detained by excavating existing drainage ditch on the east side of the subdivision.

☐ 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: DK3 Investment Group LLC Telephone: 956-975-6383
Address: 702 West Expressway 83 Fax: _____
City: Weslaco State: Texas Zip: 78596 E-mail: _____

Application fees

\$55 \$50.00 Application fee per variance, plus a \$5.00 processing fee

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.

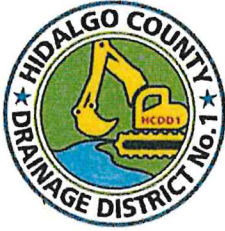
Owner Printed Name: Dominic A. Rayne

Owner Signature:  Date: 6/27/23

Jose N. Saldivar, P.E., C.F.M. is the authorized agent

Authorized Agent Signature:  Date: 06-26-23

Authorized Agent Printed Name: Jose N. Saldivar, P.E.



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Raul E. Segin, 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

May 17, 2023

Rebekah De La Fuente
Planning & Code Enforcement Director
255 S. Kansas Ave.
Weslaco, Texas 78596

RE: S2 Engineering – Jose N. Saldivar, P.E.

This letter is in response to a request from the Engineer of record for Rio Meadows Subdivision, Jose N. Saldivar, PE. HCDD1 has received and approved the drainage statement for the above-mentioned development located in the City of Weslaco ETJ and has no objections to the Engineer's plan to discharge water as identified in the approved drainage report.

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

XC: Raul E. Segin, 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: 05/22/202.

Luis R. Martinez
S2 Engineering
2424 Mimosa
Mission, Texas 78574

RE: **Rio Meadows** Subd. Drainage and Detention

Good Morning Mr. Martinez:

I have received your revised cross section and calculations dated 04/06/2023 for the **Rio Meadows** 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

DRAINAGE STATEMENT

Rio Meadows Subdivision

Hidalgo County, Texas



Rio Meadows Subdivision is a proposed 56-lot multifamily subdivision in Hidalgo County, located on the east side of Midway St and approximately 1,400 ft south of E Business 83. It would correspond to City of Weslaco Extraterritorial Jurisdiction (ETJ). Being a 20.3-acre tract of land comprised of 5.0 acres out of farm tract 625, and 15.3 acres out of farm tract 626, block 178, west tract subdivision, as recorded in volume 2, pages 24 through 27, Hidalgo County Map Records, Hidalgo County, Texas.

The proposed subdivision is in Zone "X" (Shading) according to the FEMA FIRM Community Panel No. 480334 0450 C, revised to reflect LOMR dated May 30, 2002. Defined as areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 100-year flood.

According to the Soil Survey Report prepared for Hidalgo County by the USDA Natural Resources Conservation Service, the site consists of Hidalgo sandy clay loam (28); hydrologic group B.

The existing runoff sheet flows overland towards Midway and the existing drain ditch on the east side of the property. There is currently no apparent drainage system other than natural overland flow. Based on the Rational Method and the attached calculations, an existing 10-year storm event generates 7.86 cfs of runoff. The proposed runoff after development is 44.01 cfs for a 50-year storm event. The proposed project will have an approximate increase of 36.15 cfs of storm runoff for a 50-year storm event.

In accordance with the county of Hidalgo's drainage requirements, 94,779 cubic feet (3,510 cubic yard) of runoff detention will need to be detained for a 50-year storm event. Runoff will be detained by widening of existing drain ditch 37D1, Owned by HCCID9 and maintained by HCDD1, east of the subdivision. The system will begin with a 24" pipe and run through type A inlets to finally end up with a 30" to finally outfall on the previously mentioned drain ditch. Runoff will not be increased during a 50-year storm event due to the proposed subdivision.

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☒ TO H.C. PLANNING DEPT.	
☐ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☒ DISTRICT FACILITY	
☐ CITY FACILITY	
☒ OTHER	
HCCID9	
DATE 4-6-23	
H.C.D.D. NO. 1	



Jose N. Saldivar, P.E.

Drainage Calculations

Rio Meadows Subdivision

MARCH 2023

Area (A)	17.68	acres	
Length (L)	1269	ft	
Slope (Sp)	0.12	%	(Exist.)
	0.12	%	(Prop.)
Runoff Coeff. (C)	0.20	Undeveloped	(Exist.)
	0.40	Multi-Family	(Prop.)

Average velocity (V): $V = KkSp^{0.5}$

k (Table 2): 0.213 (Exist.)

k (Table 2): 0.619 (Prop.)

Ku constant: 3.28

Time of concentration (tc): $tc = L/60V$

(tc = 10 min. minimum)

Peak flow (Q): $Q = CiA$

V	0.24	ft/s	(Exist.)
	0.70	ft/s	(Prop.)
tc	87.39	min	(Exist.)
	30.07	min	(Prop.)
Q	7.86	cfs	(Exist. - 10-yr)
	44.01	cfs	(Prop. - 50-yr)

Intensity (i): $i = b/(tc+d)^e$

Rainfall IDF Coefficients - Hidalgo County (Table 1)

Annual Recurrence Interval (Years)	Rainfall IDF Coefficients (NOAA Atlas 14)			
	e	b	d	i (in/hr)
2	0.83	66.64	12.36	1.45
5	0.82	81.00	12.24	1.86
10	0.81	93.18	12.34	2.22
25	0.80	110.35	12.61	2.75
50	0.80	123.67	12.86	3.17
100	0.79	137.99	13.32	3.63

Release Rate: 7.86 cfs
 Prop. 50-yr i: 6.22 in/hr

Time (min)	i (in/hr)	Qin (cfs)	Vin (cf)	Qout (cfs)	Vout (cf)	Storage (cf)
10	10.27	72.64	43,582	7.86	9,448	34,134
20	7.70	54.43	65,320	7.86	11,806	53,514
30	6.23	44.07	79,323	7.86	14,163	65,159
40	5.27	37.30	89,521	7.86	16,521	73,000
50	4.60	32.50	97,501	7.86	18,879	78,622
60	4.09	28.90	104,044	7.86	21,237	82,807
70	3.69	26.09	109,585	7.86	23,595	85,991
80	3.37	23.83	114,394	7.86	25,952	88,441
90	3.11	21.97	118,642	7.86	28,310	90,332
100	2.89	20.41	122,450	7.86	30,668	91,782
110	2.70	19.08	125,903	7.86	33,026	92,878
120	2.53	17.93	129,064	7.86	35,383	93,681
130	2.39	16.92	131,980	7.86	37,741	94,239
140	2.27	16.03	134,689	7.86	40,099	94,590
150	2.16	15.25	137,219	7.86	42,457	94,762
160	2.06	14.54	139,594	7.86	44,814	94,779
170	1.97	13.91	141,832	7.86	47,172	94,660
180	1.88	13.33	143,950	7.86	49,530	94,421
200	1.74	12.32	147,877	7.86	54,246	93,631
220	1.62	11.47	151,455	7.86	58,961	92,494
240	1.52	10.75	154,746	7.86	63,677	91,069
280	1.35	9.56	160,640	7.86	73,108	87,533

94,779 cf (Detention Required)

2.18 Ac-ft

3,510 cy



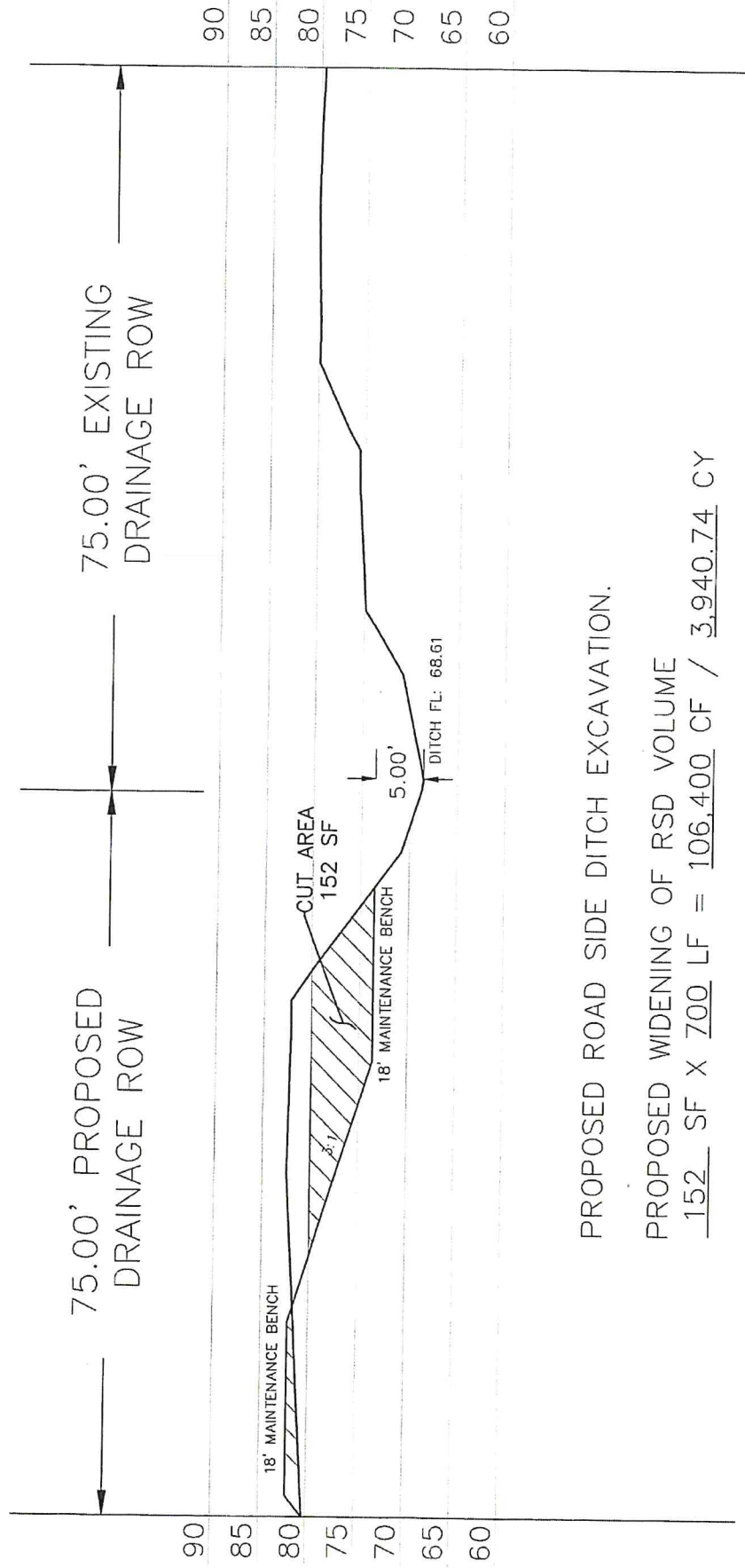
4-5-23

Jose N. Saldivar, P.E.

Table 2 - Intercept Coefficients

Land Cover/Flow System	k
Forest with heavy ground litter, hay meadow (overland flow)	0.076
Trash fallow or minimum tillage cultivation; contour or strip cropped; woodland (overland flow)	0.152
Short grass pasture (overland flow)	0.213
Cultivated straight row (overland flow)	0.274
Nearly bare and untilled (overland flow); alluvial fans in western mountainous regions	0.305
Grassed waterway (shallow concentrated flow)	0.457
Unpaved (shallow concentrated flow)	0.491
Paved area (shallow concentrated flow); small upland gullies	0.619

**FHWA Urban Drainage Design Manual, 3rd Edition (2013)*



PROPOSED ROAD SIDE DITCH EXCAVATION.

PROPOSED WIDENING OF RSD VOLUME

152 SF X 700 LF = 106,400 CF / 3,940.74 CY

DETENTION REQUIRED: 94,779 CF / 3,510 CY

DETENTION PROVIDED: 106,400 CF / 3,940.74 CY

Rio Meadows Subdivision

Drainage Report

Prepared By:

Jose Noe Saldivar, PE, CFM

S2 Engineering, PLLC

Firm Registration No.: 22858

2424 Mimosa Street

Mission, Texas 78574

Phone No.: (956) 403-9787

Email: s2engineering.ns@gmail.com

Date: April 5, 2023



A handwritten signature in blue ink that reads "Jose N. Saldivar, P.E.".



INDEX

1. Drainage Statement
2. Subdivision Location Map
3. Drainage Calculations
6. FEMA FIRMette
7. USDA NRCS Soil Survey Map and Report
8. USGS Topo Map
9. USGS National Hydrography Dataset
10. Preliminary Plat & Drainage Layout

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☒ DISTRICT FACILITY	
☐ CITY FACILITY	
☒ OTHER <u>HCCID9</u>	
<u>4-6-23</u>	
H.C.D.D. NO. 1	DATE



Jose N. Saldivar, P.E.



2424 MIMOSA ST
MISSION TEXAS, 78574
PHONE (956) 403-9787
S2ENGINEERING, PLLC
CIVIL ENGINEERING & LAND SURVEYING
TSPE F-22850 TBL5 10194796

LOCATION MAP
RIO MEADOWS SUBDIVISION

PROJECT NO.	E-22-21
SCALE:	NTS
DRAWN BY:	L.M.
CHECKED BY:	N.S.
TITLE BY:	M.P.
SHEET:	

SHEET 1 OF 1

Drainage Calculations

Rio Meadows Subdivision

MARCH 2023

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(tc = 10 min. minimum)

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50	0.80	123.67	12.86	3.17
100	0.79	137.99	13.32	3.63

Release Rate: 7.86 cfs
 Prop. 50-yr i: 6.22 in/hr

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20	7.70	54.43	65,320	7.86	11,806	53,514
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40	5.27	37.30	89,521	7.86	16,521	73,000
50	4.60	32.50	97,501	7.86	18,879	78,622
60	4.09	28.90	104,044	7.86	21,237	82,807
70	3.69	26.09	109,585	7.86	23,595	85,991
80	3.37	23.83	114,394	7.86	25,952	88,441
90	3.11	21.97	118,642	7.86	28,310	90,332
100	2.89	20.41	122,450	7.86	30,668	91,782
110	2.70	19.08	125,903	7.86	33,026	92,878
120	2.53	17.93	129,064	7.86	35,383	93,681
130	2.39	16.92	131,980	7.86	37,741	94,239
140	2.27	16.03	134,689	7.86	40,099	94,590
150	2.16	15.25	137,219	7.86	42,457	94,762
160	2.06	14.54	139,594	7.86	44,814	94,779
170	1.97	13.91	141,832	7.86	47,172	94,660
180	1.88	13.33	143,950	7.86	49,530	94,421
200	1.74	12.32	147,877	7.86	54,246	93,631
220	1.62	11.47	151,455	7.86	58,961	92,494
240	1.52	10.75	154,746	7.86	63,677	91,069
280	1.35	9.56	160,640	7.86	73,108	87,533

94,779 cf (Detention Required)

2.18 Ac-ft

3,510 cy



4-5-23

Jose N. Saldivar, P.E.

Table 2 - Intercept Coefficients

Land Cover/Flow System	k
Forest with heavy ground litter, hay meadow (overland flow)	0.076
Trash fallow or minimum tillage cultivation; contour or strip cropped; woodland (overland flow)	0.152
Short grass pasture (overland flow)	0.213
Cultivated straight row (overland flow)	0.274
Nearly bare and untilled (overland flow); alluvial fans in western mountainous regions	0.305
Grassed waterway (shallow concentrated flow)	0.457
Unpaved (shallow concentrated flow)	0.491
Paved area (shallow concentrated flow); small upland gullies	0.619

**FHWA Urban Drainage Design Manual, 3rd Edition (2013)*

Table 3 - Runoff Coefficients

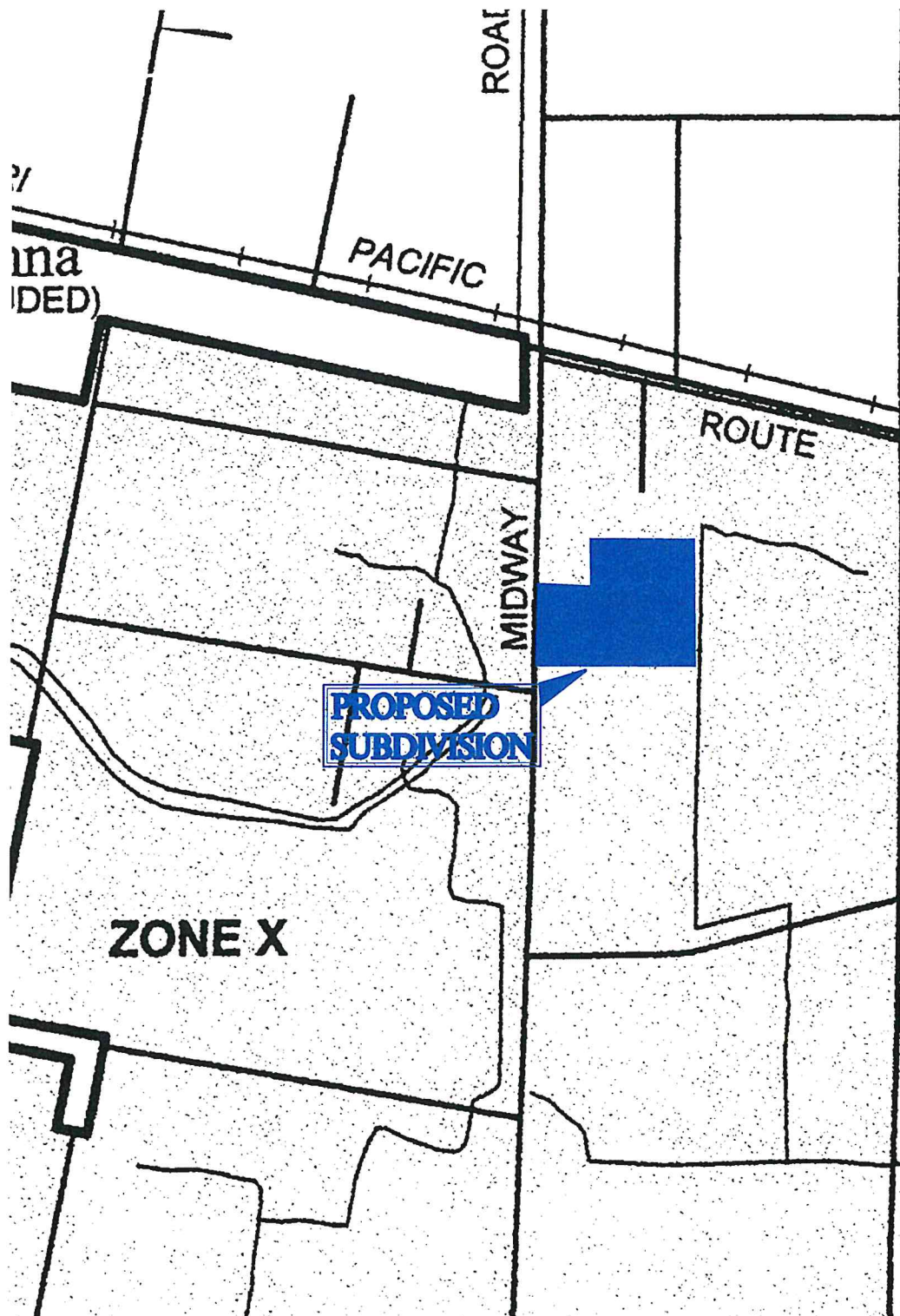
Description	Runoff Coeff. (C)
Business:	
Downtown Areas	0.70 - 0.95
Neighborhood Areas	0.50 - 0.70
Residential:	
Single-Family Areas	0.30 - 0.50
Multi-Units (detached)	0.40 - 0.60
Multi-Units (attached)	0.60 - 0.75
Suburban	0.25 - 0.40
Apartment Dwelling Areas	0.50 - 0.70
Industrial:	
Light Areas	0.50 - 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

*FHWA Urban Drainage Design Manual, 3rd Edition (2013)

APPENDIX A

LEGEND

- SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD**
- ZONE A** No base flood elevations determined.
 - ZONE AE** Base flood elevations determined.
 - ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
 - ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding; velocities also determined.
 - ZONE A99** To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.
 - ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.
 - ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.
- FLOODWAY AREAS IN ZONE AE**
- OTHER FLOOD AREAS**
- ZONE X** Areas of 500-year flood; areas of 100-year flood with average depths of 1 or more than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 100-year flood.
- OTHER AREAS**
- ZONE X** Areas determined to be outside 500-year floodplain.
 - ZONE D** Areas in which flood hazards are undetermined.
- UNDEVELOPED COASTAL BARRIERS**
- Barrier 1983
 - Barrier 1990
 - Barrier 1990 Protected Area
- Coastal barrier areas are normally located within or adjacent to special flood hazard areas.
- Floodplain Boundary
 - Floodway Boundary
 - Zone D Boundary
 - Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones.
- Base Flood Elevation Line, Elevation in Feet *
- Cross Section Line
- Base Flood Elevation in Feet Where Uniform Within Zone *
- Elevation Bench Mark (See notes below)
- River Mile
- * M1.5
Referenced to the National Geodetic Vertical Datum of 1929



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0450 C

FIRM
FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

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

REVISED TO REFLECT LOMR
DATE: MAY 20, 2002

Federal Emergency Management Agency

FEMA FIRM MAP

SCALE=NTS



2424 MIMOSA ST
MISSION TEXAS, 78574
PHONE (956) 403-9787

S2 ENGINEERING, PLLC
CIVIL ENGINEERING & LAND SURVEYING
TBPE F-22858 TBLs 10194796

LOCATION: HIDALGO COUNTY, TEXAS

DATE: 3-28-2023

DESCRIPTION: RIO MEADOWS SUBDIVISION



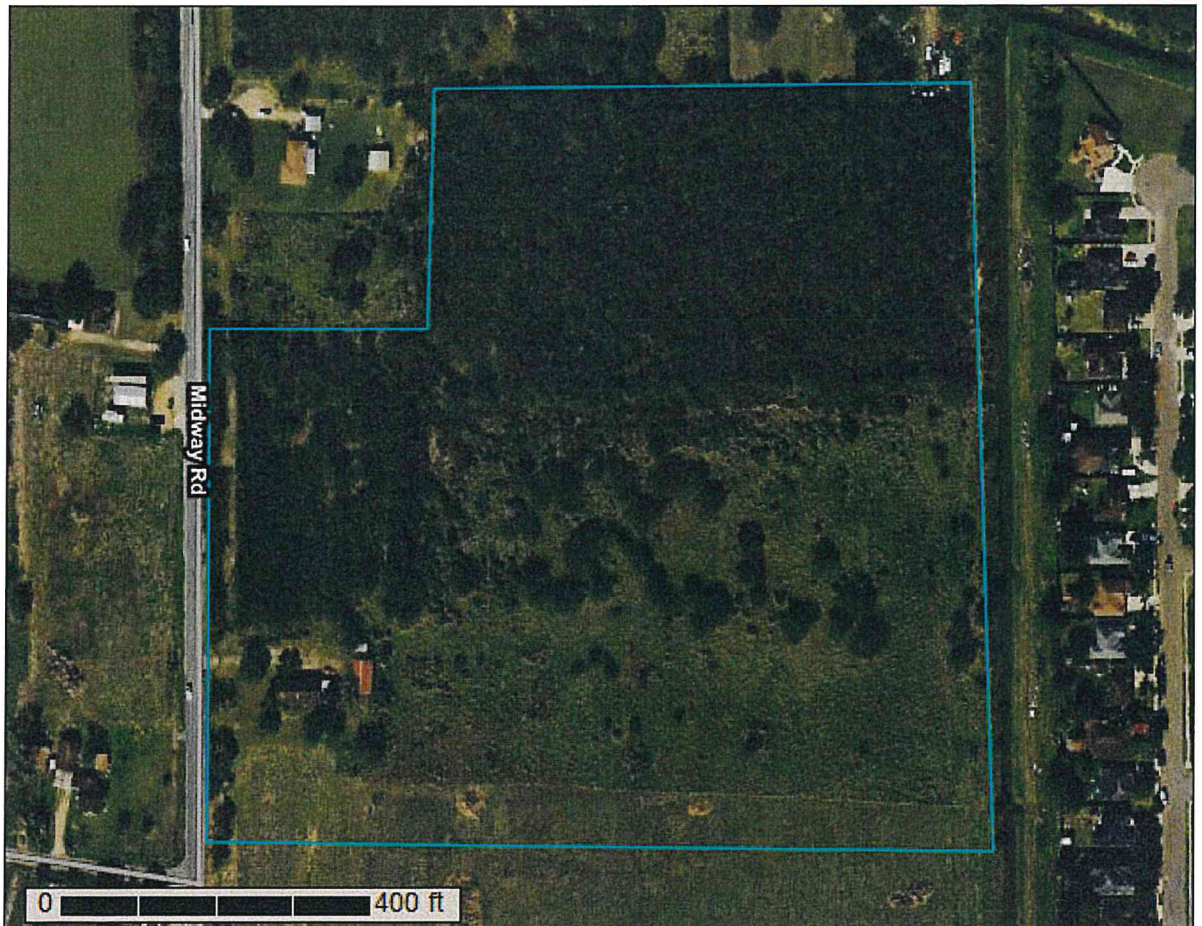
United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

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

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

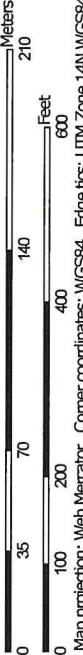


March 28, 2023

Custom Soil Resource Report
Soil Map



Map Scale: 1:2,540 if printed on A landscape (11" x 8.5") sheet.



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

MAP LEGEND

- Area of Interest (AOI)

 Area of Interest (AOI)
- Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points
- Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot
- Water Features

 Streams and Canals
- Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads
- Background

 Aerial Photography
- Soil Map Unit Polygons

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other
- Special Line Features

 Special Line Features

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 21, Aug 24, 2022

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
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	20.4	100.0%
Totals for Area of Interest		20.4	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Custom Soil Resource Report

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Hidalgo County, Texas

28—Hidalgo sandy clay loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2sxxv
Elevation: 20 to 500 feet
Mean annual precipitation: 20 to 27 inches
Mean annual air temperature: 72 to 74 degrees F
Frost-free period: 300 to 365 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Hidalgo and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hidalgo

Setting

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous loamy alluvium

Typical profile

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

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 35 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 10.0
Available water supply, 0 to 60 inches: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 1
Land capability classification (nonirrigated): 2c
Hydrologic Soil Group: B
Ecological site: R083DY019TX - Gray Sandy Loam
Hydric soil rating: No

Custom Soil Resource Report

Minor Components

Raymondville

Percent of map unit: 7 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY025TX - Clay Loam
Hydric soil rating: No

Racombes

Percent of map unit: 6 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY025TX - Clay Loam
Hydric soil rating: No

Willacy

Percent of map unit: 2 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY023TX - Sandy Loam
Hydric soil rating: No

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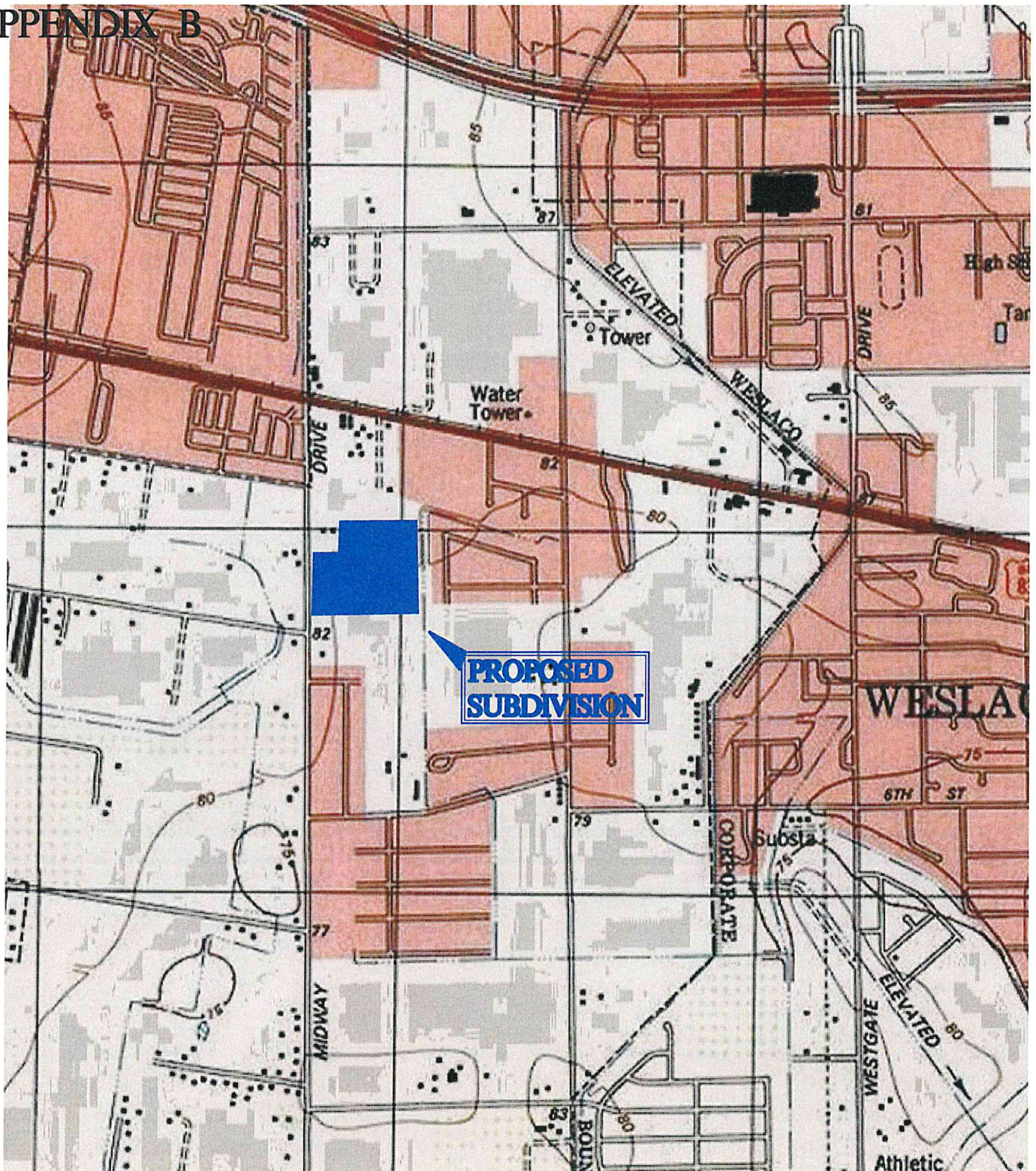
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APPENDIX B



USGS TOPOGRAPHIC MAP

SCALE=NTS



2424 MIMOSA ST
MISSION TEXAS, 78574
PHONE (956) 403-9787

S2 ENGINEERING, PLLC
CIVIL ENGINEERING & LAND SURVEYING
TBPE F-22858 TBLs 10194706

LOCATION:	HIDALGO COUNTY, TEXAS	DESCRIPTION:	RIO MEADOWS SUBDIVISION
DATE:	3-28-2023		

APPENDIX C

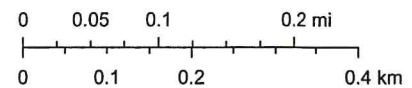


3/28/2023, 2:30:01 PM

Waterbody - Large Scale Area - Large Scale

Estuary	Area of Complex Channels	Flume
Ice Mass	Area to be Submerged	Foreshore
Lake Pond	BayInlet	Hazard Zone
Playa	Bridge	Inundation Area
Reservoir	CanalDitch	Lock Chamber
Swamp Marsh	DamWeir	Rapids
		SeaOcean

1:9,028



USGS HYDROGRAPHIC MAP

SCALE=NTS



2424 MIMOSA ST
MISSION TEXAS, 78574
PHONE (956) 403-9787
S2 ENGINEERING, PLLC
CIVIL ENGINEERING & LAND SURVEYING
TBPE F-22858 TBLS 10194796

LOCATION: HIDALGO COUNTY, TEXAS

DESCRIPTION: RIO MEADOWS SUBDIVISION

DATE: 3-28-2023

PROJECT NAME : Untitled

JOB NUMBER :

PROJECT DESCRIPTION : RIO MEADOWS

DESIGN FREQUENCY : 10 Years

MEASUREMENT UNITS: ENGLISH

OUTPUT FOR DESIGN FREQUENCY of: 10 Years

=====

Runoff Computation for Design Frequency.

=====

=====

ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cfs)	Total Q (cfs)
A-1	0.4	2.99	39.09	39.09	4.26	0.000	5.096
	0.4	2.99	Multi family				
A-2	0.4	1.78	40.19	40.19	4.19	0.000	2.981
	0.4	1.78	Multi family				
A-3	0.4	1.85	41.88	41.88	4.08	0.000	3.018
	0.4	1.85	Multi family				
A-4	0.4	1.99	39.09	39.09	4.26	0.000	3.391
	0.4	1.99	Multi family				
A-5	0.4	0.96	33.63	33.63	4.68	0.000	1.796
	0.4	0.96	Multi family				

Sag Inlets Configuration Data.

=====

=====

Inlet ID	Inlet Type	Inlet Length/ Perim. (ft)	Grate Area (sf)	Left-Slope (%)	Right-Slope (%)	Long Trans (%)	Right-Slope (%)	Gutter n	Depth DeprW (ft)	Critic Allowed (ft)	Elev.
A-1	Curb	6.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	0.50	79.80
A-2	Curb	6.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	0.50	79.80
A-3	Curb	6.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	0.50	79.80
A-4	Curb	6.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	0.50	79.80

A-5	Curb	6.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	0.50	79.80
-----	------	------	-----	------	------	------	------	-------	------	------	-------

Sag Inlets Computation Data.

=====										
=====										
Inlet ID	Inlet Type	Length (ft)	Grate Perim (ft)	Area (sf)	Total Q (cfs)	Inlet Capacity (ft)	Total Head (ft)	Ponded Width (ft)		
								Left	Right	
A-1	Curb	6.00	n/a	n/a	5.096	7.075	0.402	11.10	11.10	
A-2	Curb	6.00	n/a	n/a	2.981	7.075	0.281	9.05	9.05	
A-3	Curb	6.00	n/a	n/a	3.018	7.075	0.283	9.10	9.10	
A-4	Curb	6.00	n/a	n/a	3.391	7.075	0.306	9.50	9.50	
A-5	Curb	6.00	n/a	n/a	1.796	7.075	0.200	7.50	7.50	

Cumulative Junction Discharge Computations

=====									
=====									
Node I.D.	Node Type	Weighted C-Value (acres)	Dr.Area (min)	Cumulat. Tc (in/hr)	Cumulat. Supply Q (cfs)	Intens. (cfs)	User Q in Node (cfs)	Additional Disch.	Total
A-1	Curb	0.400	2.99	39.09	4.26	0.000	0.00	5.096	
A-2	Curb	0.400	1.78	40.19	4.19	0.000	0.00	2.981	
A-3	Curb	0.400	9.57	41.88	4.08	0.000	0.00	15.612	
A-4	Curb	0.400	4.98	39.27	4.25	0.000	0.00	8.463	
A-5	Curb	0.400	7.72	41.50	4.10	0.000	0.00	12.668	
OUT	Outlet	0.400	9.57	41.88	4.08	0.000	0.00	15.612	

Conveyance Configuration Data

=====										
=====										
Run#	Node I.D.		Flowline Elev.							
	US	DS	US	DS	Shape #	Span	Rise	Length	Slope	n_value
			(ft)	(ft)	(ft)	(ft)	(%)			
10	A-1	A-4	73.39	73.31	Circ 1	0.00	2.00	36.00	0.22	0.013
20	A-4	A-5	73.31	72.78	Circ 1	0.00	2.50	412.00	0.13	0.013
30	A-2	A-5	72.85	72.78	Circ 1	0.00	2.00	36.00	0.19	0.013

40	A-5	A-3	72.78	72.70	Circ 1	0.00	2.50	64.00	0.13	0.013
50	A-3	OUT	70.20	69.50	Circ 1	0.00	2.50	216.00	0.32	0.013

=====

Conveyance Hydraulic Computations. Tailwater = 70.000 (ft)

=====

=====

	Hydraulic Gradeline			Depth		Velocity			Junc		
Run#	US Elev	DS Elev	Fr.Slope	Unif.	Actual	Unif.	Actual	Q	Cap	Loss	
	(ft)	(ft)	(%)	(ft)	(ft)	(f/s)	(f/s)	(cfs)	(cfs)	(ft)	

=====

10	74.85	74.84	0.051	0.97	1.53	3.38	1.98	5.10	10.67	0.000
20	74.84	74.58	0.043	1.37	1.80	3.08	2.24	8.46	14.71	0.000
30	74.58	74.58	0.017	0.75	1.80	2.77	1.00	2.98	9.98	0.000
40	74.58	73.90	0.095	1.80	1.80	3.35	3.35	12.67	14.50	0.000
50	71.68	70.98	0.145	1.48	1.48	5.14	5.14	15.61	23.35	0.000

=====END=====

=====

NORMAL TERMINATION OF WINSTORM.

Warning Messages for current project:

Runoff Frequency of: 10 Years

Tailwater set to uniform depth elevation = 70.98(ft)

Drop flowline elevation. Downstream HGL set to critical depth elevation at Run# 40

PROJECT NAME : Untitled

JOB NUMBER :

PROJECT DESCRIPTION : RIO MEADOWS

DESIGN FREQUENCY : 10 Years

MEASUREMENT UNITS: ENGLISH

OUTPUT FOR DESIGN FREQUENCY of: 10 Years

Runoff Computation for Design Frequency.

ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cfs)	Total Q (cfs)
A-6	0.4	2.22	39.32	39.32	4.24	0.000	3.770
	0.4	2.22	Multi family				
A-7	0.4	1.07	34.64	34.64	4.59	0.000	1.966
	0.4	1.07	Multi family				
A-8	0.4	2.55	40.76	40.76	4.15	0.000	4.232
	0.4	2.55	Multi family				
A-9	0.4	2.27	39.91	39.91	4.21	0.000	3.818
	0.4	2.27	Multi family				

Sag Inlets Configuration Data.

Inlet ID	Inlet Type	Inlet Length/ Perim. (ft)	Grate Area (sf)	Left-Slope (%)	Right-Slope (%)	Long Trans (%)	Long Trans (%)	Gutter n	Depth DeprW (ft)	Critic Allowed	Elev.
A-6	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	0.50	79.80
A-9	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	0.50	79.80
A-7	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	0.50	79.80
A-8	Curb	5.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	0.50	79.80

Sag Inlets Computation Data.

=====

Inlet ID	Inlet Type	Length (ft)	Grate Perim (ft)	Area (sf)	Total Q (cfs)	Inlet Capacity (cfs)	Total Head (ft)	Ponded Width Left (ft)	Ponded Width Right (ft)
A-6	Curb	5.00	n/a	n/a	3.770	6.261	0.356	9.90	9.90
A-9	Curb	5.00	n/a	n/a	3.818	6.261	0.360	9.95	9.95
A-7	Curb	5.00	n/a	n/a	1.966	6.261	0.231	7.75	7.75
A-8	Curb	5.00	n/a	n/a	4.232	6.261	0.385	10.35	10.35

Cumulative Junction Discharge Computations

=====

Node I.D.	Node Type	Weighted C-Value (acres)	Cumulat. Dr.Area (min)	Cumulat. Tc (in/hr)	Cumulat. Supply Q (cfs)	Intens. Q in Node (cfs)	User Additional Disch.	Total
A-6	Curb	0.400	4.49	40.11	4.19	0.000	0.00	7.528
A-9	Curb	0.400	2.27	39.91	4.21	0.000	0.00	3.818
A-7	Curb	0.400	5.56	42.35	4.05	0.000	0.00	9.006
A-8	Curb	0.400	8.11	42.88	4.02	0.000	0.00	13.033
OUT	Outlet	0.400	8.11	42.88	4.02	0.000	0.00	13.033

Conveyance Configuration Data

=====

Run#	Node I.D.	Flowline Elev.	US	DS	Shape #	Span	Rise	Length	Slope	n_value
			(ft)	(ft)	(ft)	(ft)	(%)			
10	A-9 A-6	73.38 73.31	Circ 1	0.00	2.00	36.00	0.19	0.013		
20	A-6 A-7	73.31 72.78	Circ 1	0.00	2.50	412.00	0.13	0.013		
30	A-7 A-8	71.28 71.19	Circ 1	0.00	2.50	88.00	0.10	0.013		
40	A-8 OUT	71.19 70.50	Circ 1	0.00	2.50	192.00	0.36	0.013		

Conveyance Hydraulic Computations. Tailwater = 70.000 (ft)

=====											
=====											
	Hydraulic Gradeline			Depth		Velocity			Junc		
Run#	US Elev	DS Elev	Fr.Slope	Unif.	Actual	Unif.	Actual	Q	Cap	Loss	
	(ft)	(ft)	(%)	(ft)	(ft)	(f/s)	(f/s)	(cfs)	(cfs)	(ft)	

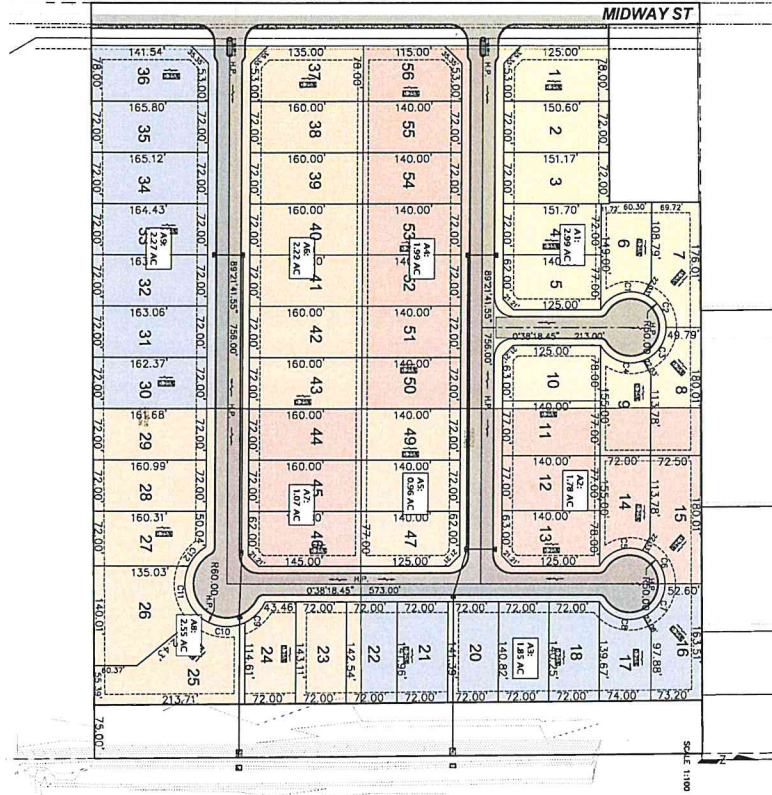
10	74.58	74.56	0.028	0.86	1.25	2.96	1.85	3.82	9.98	0.000	
20	74.56	73.69	0.034	1.25	1.25	3.07	3.07	7.53	14.71	0.000	
30	72.84	72.48	0.048	1.56	1.56	2.79	2.79	9.01	13.12	0.000	
40	72.48	71.79	0.101	1.29	1.29	5.11	5.11	13.03	24.59	0.000	
=====END=====											
=====											

NORMAL TERMINATION OF WINSTORM.

Warning Messages for current project:

Runoff Frequency of: 10 Years
Tailwater set to uniform depth elevation = 71.79(ft)

DRAINAGE AREA MAP: RIO MEADOWS



HYDRAULIC CALCULATIONS

HYDRAULIC CALCULATIONS

Channel Characteristics:

Channel	Length (ft)	Width (ft)	Depth (ft)	Area (sq ft)	Perimeter (ft)	Hydraulic Radius (ft)	Velocity (ft/sec)	Discharge (cfs)
Channel 1	100	10	2.0	200	120	1.67	1.49	298
Channel 2	150	15	3.0	450	180	2.50	2.48	1116
Channel 3	200	20	4.0	800	240	3.33	3.46	2768

HYDRAULIC CALCULATIONS

Channel Characteristics:

Channel	Length (ft)	Width (ft)	Depth (ft)	Area (sq ft)	Perimeter (ft)	Hydraulic Radius (ft)	Velocity (ft/sec)	Discharge (cfs)
Channel 4	250	25	5.0	1250	300	4.17	4.38	5475
Channel 5	300	30	6.0	1800	360	5.00	5.20	9360
Channel 6	350	35	7.0	2450	420	5.83	6.04	14540

HYDRAULIC CALCULATIONS

Channel Characteristics:

Channel	Length (ft)	Width (ft)	Depth (ft)	Area (sq ft)	Perimeter (ft)	Hydraulic Radius (ft)	Velocity (ft/sec)	Discharge (cfs)
Channel 7	400	40	8.0	3200	480	6.67	6.88	21920
Channel 8	450	45	9.0	4050	540	7.50	7.71	30855
Channel 9	500	50	10.0	5000	600	8.33	8.54	42700

HYDRAULIC CALCULATIONS

Channel Characteristics:

Channel	Length (ft)	Width (ft)	Depth (ft)	Area (sq ft)	Perimeter (ft)	Hydraulic Radius (ft)	Velocity (ft/sec)	Discharge (cfs)
Channel 10	550	55	11.0	6050	660	9.17	9.38	56655
Channel 11	600	60	12.0	7200	720	10.00	10.20	70560
Channel 12	650	65	13.0	8450	780	10.83	11.04	81400

HYDRAULIC CALCULATIONS

Channel Characteristics:

Channel	Length (ft)	Width (ft)	Depth (ft)	Area (sq ft)	Perimeter (ft)	Hydraulic Radius (ft)	Velocity (ft/sec)	Discharge (cfs)
Channel 13	700	70	14.0	9800	840	11.67	11.88	94840
Channel 14	750	75	15.0	11250	900	12.50	12.71	108450
Channel 15	800	80	16.0	12800	960	13.33	13.54	123760

HYDRAULIC CALCULATIONS

Channel Characteristics:

Channel	Length (ft)	Width (ft)	Depth (ft)	Area (sq ft)	Perimeter (ft)	Hydraulic Radius (ft)	Velocity (ft/sec)	Discharge (cfs)
Channel 16	850	85	17.0	14450	1020	14.17	14.38	140455
Channel 17	900	90	18.0	16200	1080	15.00	15.20	159840
Channel 18	950	95	19.0	18050	1140	15.83	16.04	180800



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: Rio Meadows Subdivision
Location: East of Midway Rd. Approximately 1,400 ft south of E Business 83.
Applicant: S2 Engineering PLLC ☐ Owner ☒ Agent
Address: 2424 Mimosa St, Mission, Texas 78574 Phone Number: 956-403-9787

B. Trip Generation Calculation

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

ITE Code	Anticipated Land Use	Project Size			AM Peak Hour Trips	PM Peak Hour Trips	Weekday Trips
		Acres	GFA	# of Units			
220	Multi Family	20.3	17.68	152	84.13	101.73	1108.26

Comments: _____
Prepared by: S2 Engineering PLLC 3-30-23 Date: _____
Address: 2424 Mimosa St, Mission, Texas 78574 Phone Number: 956-403-9787

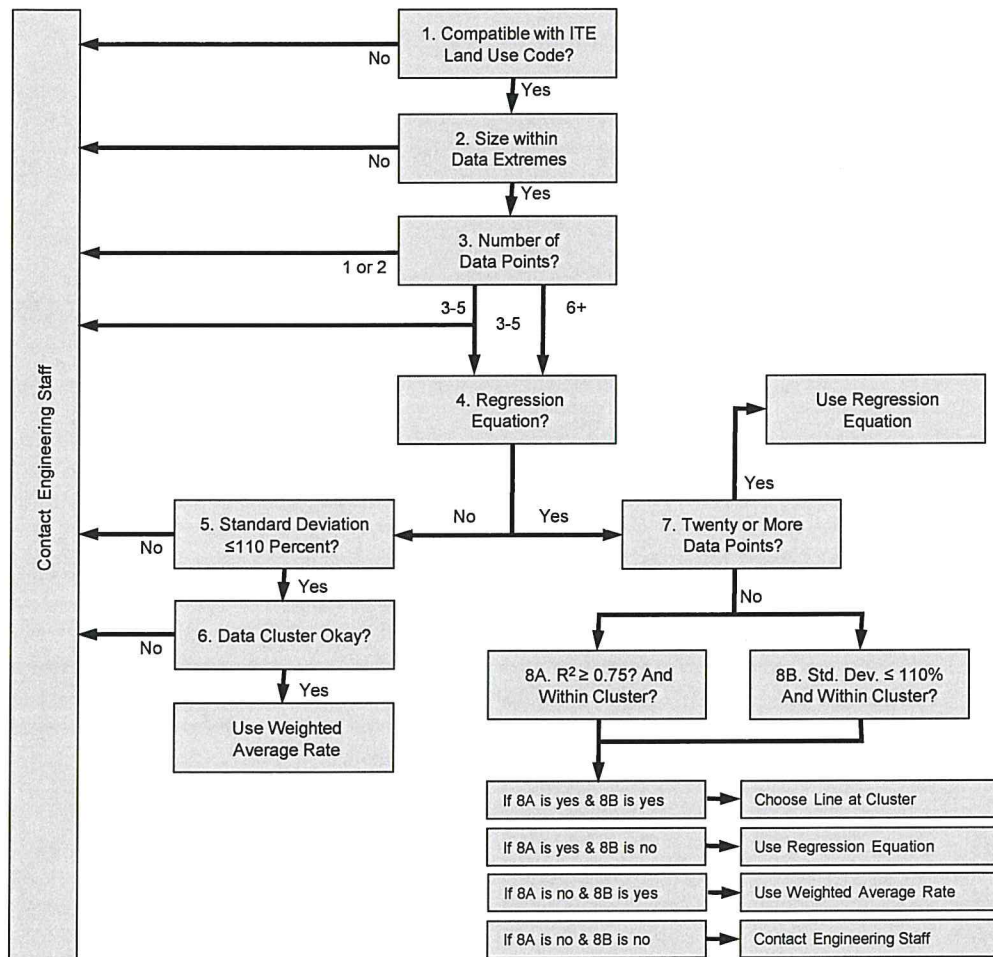
(For Official Use Only, Do Not Write In This Box)

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

Comments: _____

Reviewed by: _____ Date: _____ STID#: _____

Recommended Procedure for Selecting Between Trip Generation Average Rates and Equations



From ITE Trip Generation Handbook

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

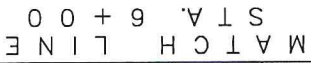


PLAN AND PROFILE
STA. 0+00 - STA. 6+00



2424 MIMOSA ST

SCALE:	1"=50'
DRAWN BY:	L.M.
CHECKED BY:	N.S.
TOPO BY:	M.P.
SHEET:	C01-01





Jose N. Saldivar
P.E.

RIO MEADOWS SUBDIVISION
SANITARY SEWER LINE
PLAN AND PROFILE
STA. 6+00 - STA. 12+00



S2 ENGINEERING, PLLC
CIVIL ENGINEERING - CONSTRUCTION MANAGER - TRPE F - 22558
TEL. (956) 403-9787
F-22858
MISSION TX, 78574

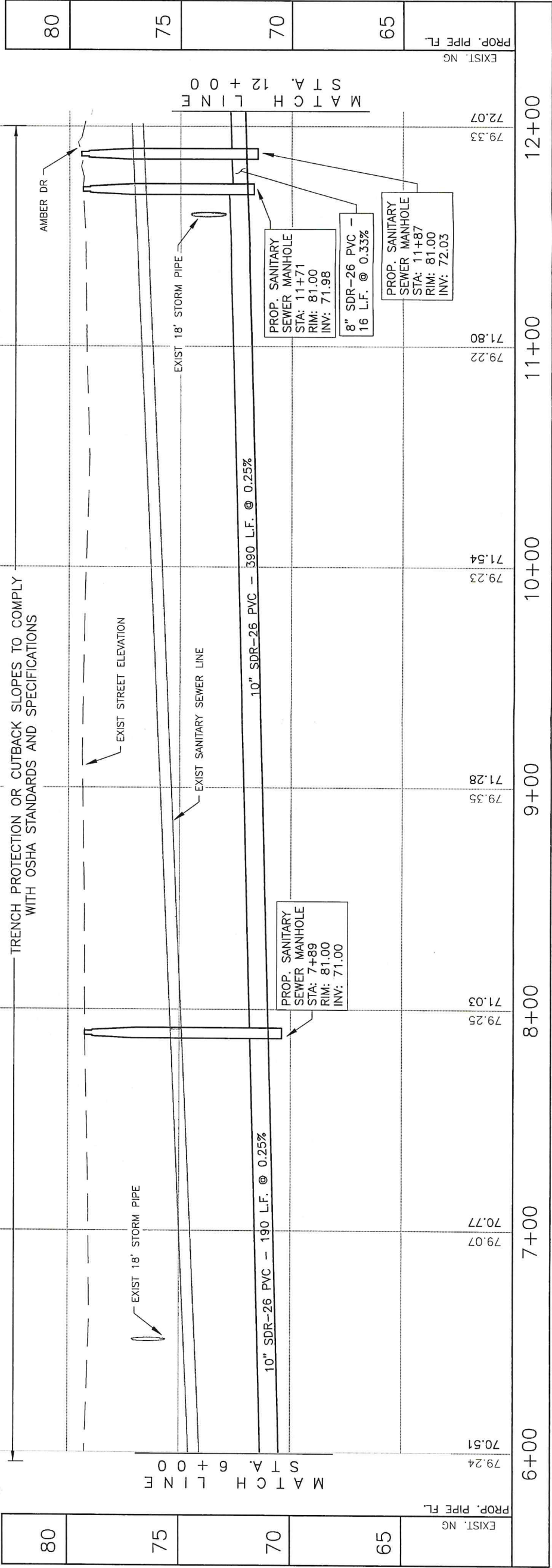
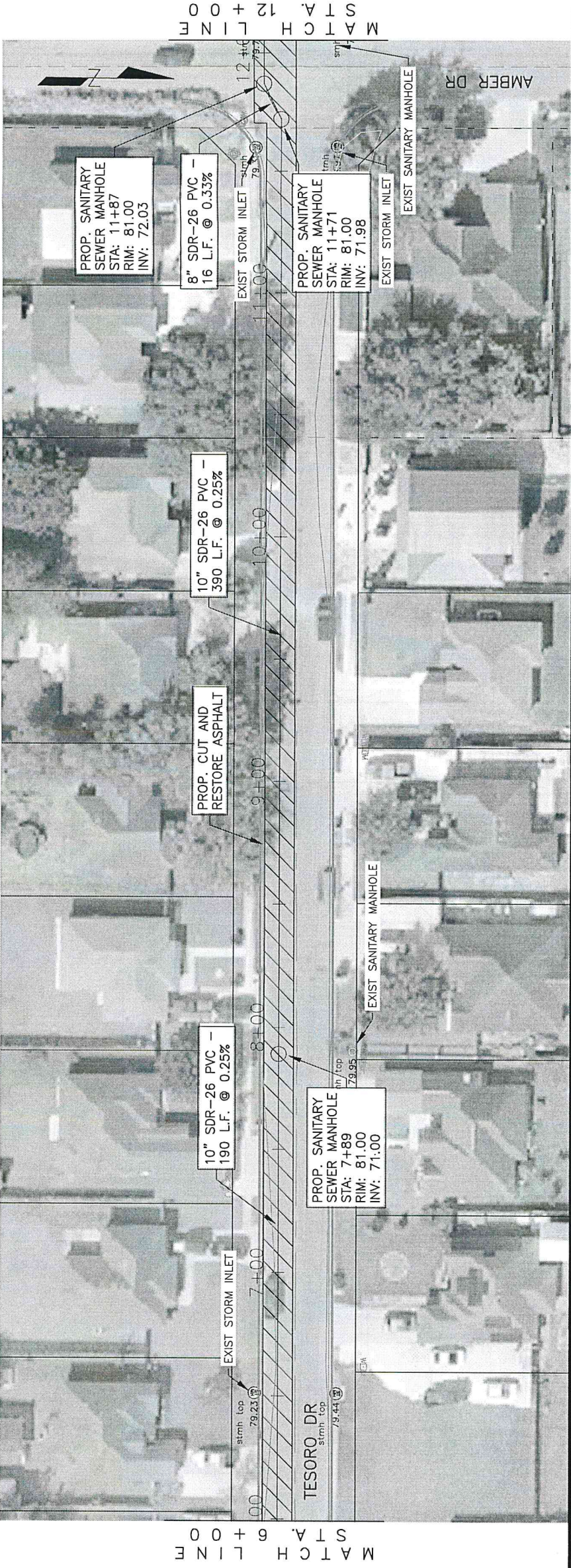
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DRAWN BY: L.M.

CHECKED BY: N.S.

TOPO BY: M.P.

SHEET: C01-02



2424 NIMOSA ST
MISSION TX, 78574

F-22858

TEL. (956) 403-9787

CIVIL ENGINEERING - CONSTRUCTION MANAGER - TRPE F - 22858

S2 ENGINEERING, PLLC

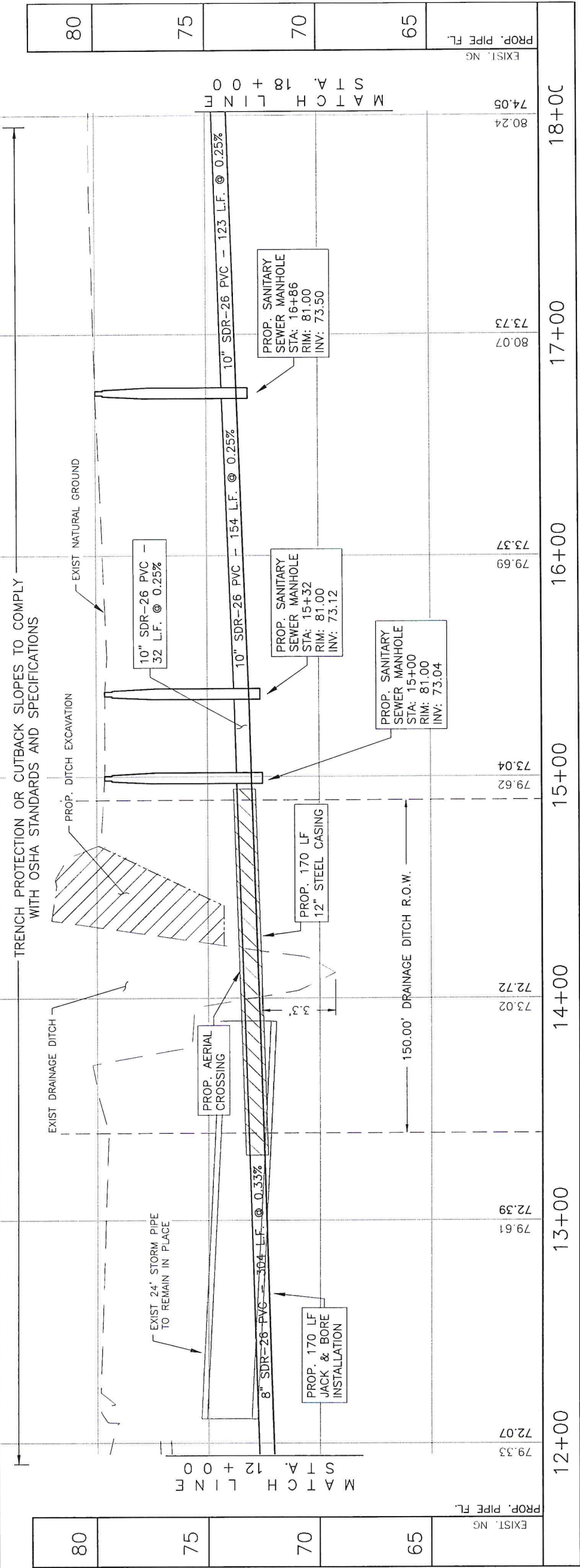
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DRAWN BY: L.M.

CHECKED BY: N.S.

TOPO BY: M.P.

SHEET: C01-03



STA. 12+00 - STA. 18+00

PLAN AND PROFILE

RIO MEADOWS SUBDIVISION

SANITARY SEWER LINE

STA. 12+00

STA. 18+00

JOSE N. SALDIVAR
PROF. SEASONAL ENGINEER
94076

MATCH LINE STA. 12+00

MATCH LINE STA. 18+00

8" SDR-26 PVC @ 0.33% 305 L.F.

8" SDR-26 PVC @ 0.25% 154 L.F.

10" SDR-26 PVC @ 0.25% 123 L.F.

10" SDR-26 PVC @ 0.25% 154 L.F.

10" SDR-26 PVC @ 0.25% 32 L.F.

10" SDR-26 PVC @ 0.25% 123 L.F.

PROP. 170 LF JACK & BORE INSTALLATION

PROP. 170 LF 12" STEEL CASING

PROP. SANITARY SEWER MANHOLE STA: 15+00 RIM: 81.00 INV: 73.04

PROP. SANITARY SEWER MANHOLE STA: 15+32 RIM: 81.00 INV: 73.12

PROP. SANITARY SEWER MANHOLE STA: 16+86 RIM: 81.00 INV: 73.50

EXIST 24' STORM PIPE TO REMAIN IN PLACE

EXIST DRAINAGE DITCH

PROP. DITCH EXCAVATION

EXIST NATURAL GROUND

150.00' DRAINAGE DITCH R.O.W.

PROP. 170 LF 12" STEEL CASING

PROP. SANITARY SEWER MANHOLE STA: 15+00 RIM: 81.00 INV: 73.04

PROP. SANITARY SEWER MANHOLE STA: 15+32 RIM: 81.00 INV: 73.12

PROP. SANITARY SEWER MANHOLE STA: 16+86 RIM: 81.00 INV: 73.50

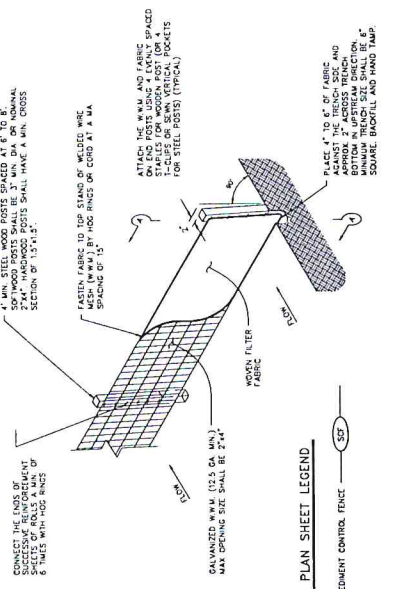
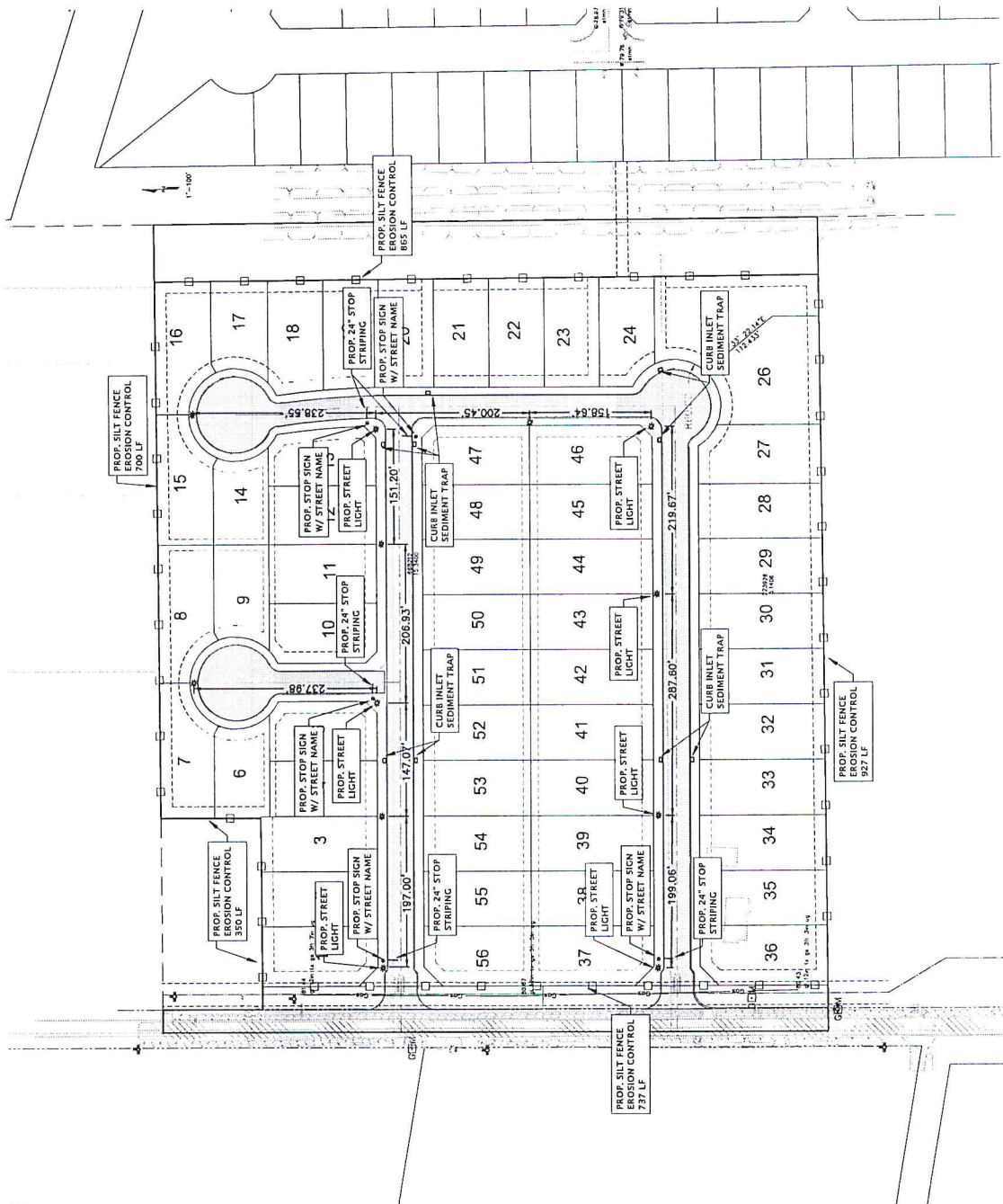
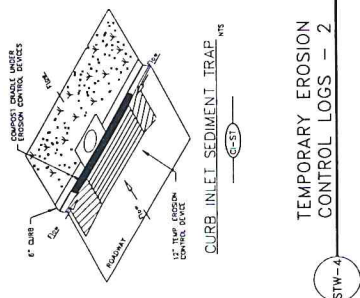
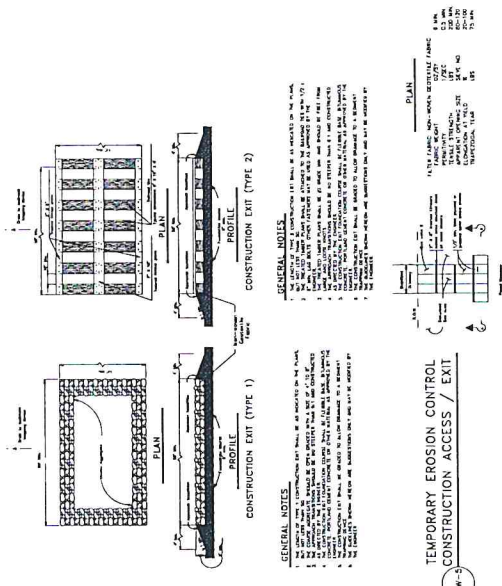
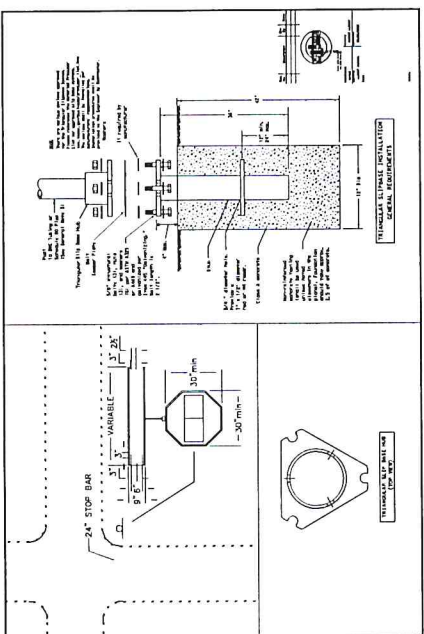
TRENCH PROTECTION OR CUTBACK SLOPES TO COMPLY WITH OSHA STANDARDS AND SPECIFICATIONS



RIO MEADOWS SUBDIVISION STREETLIGHT LAYOUT,
EROSION CONTROL, SIGNS PLAN AND STRIPING

S2 ENGINEERING, PLLC
CIVIL ENGINEERING & LAND SURVEYING
18PE-F-22858 TELS 10194796

SHEET NO. 5
OF 5 SHEETS

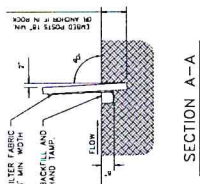


GENERAL NOTES

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM END OF A DRAINAGE AREA TO PREVENT SEDIMENT FROM OVERLAND RUNOFF. A YEAR STUDY 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 2 ACRES.



TEMPORARY SEDIMENT CONTROL FENCE - DETAILS

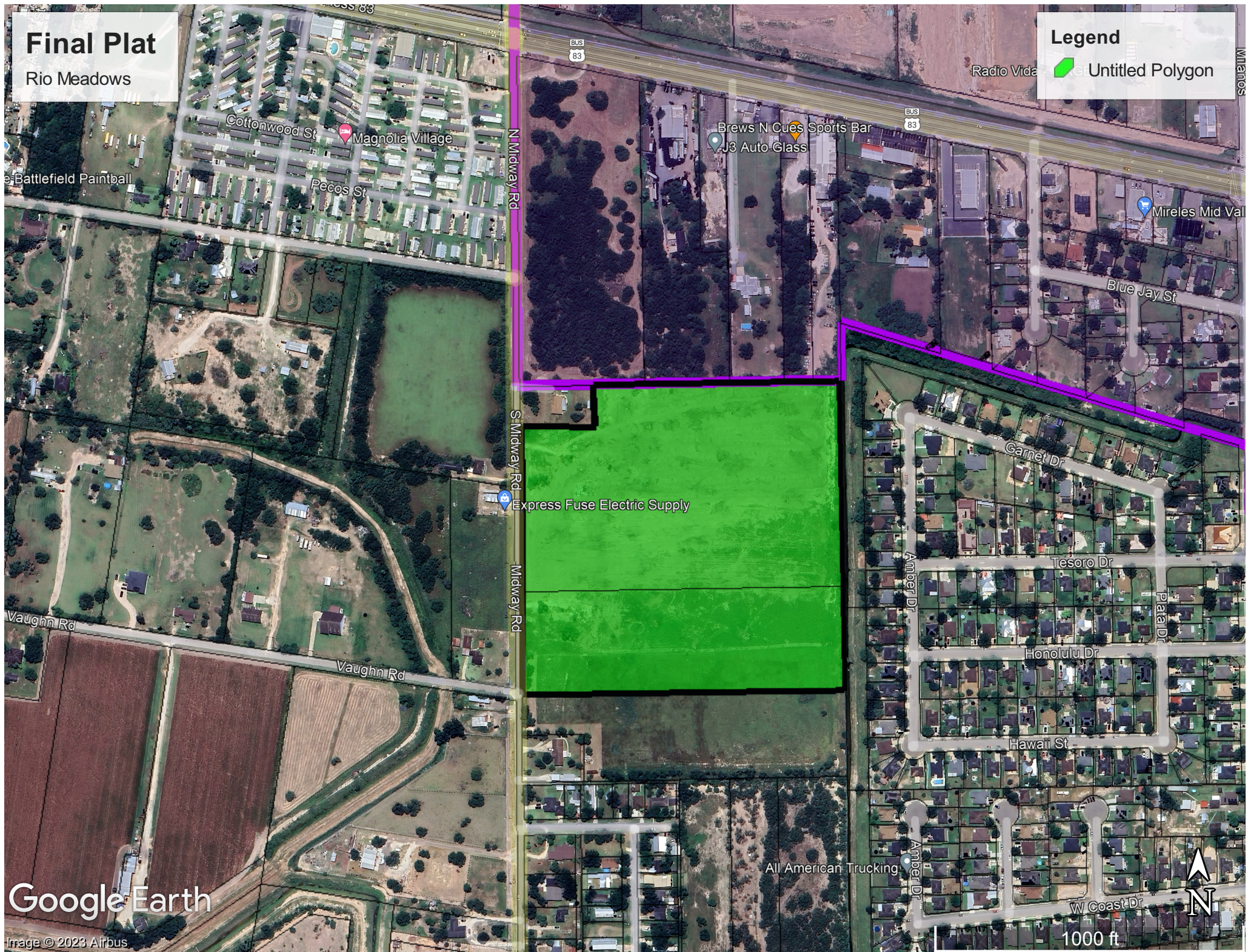
STW-2)

Final Plat

Rio Meadows

Legend

 Untitled Polygon



Google Earth

Image © 2023 Airbus

SUBDIVISION PLAT OF: RIO MEADOWS SUBDIVISION

BEING A 20.3 ACRE TRACT OF LAND COMPRISED OF 5.0 ACRES OUT OF FARM TRACT 625, AND 15.3 ACRES OUT OF FARM TRACT 626, BLOCK 178, WEST TRACT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 24 THROUGH 27, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

BEING A 20.3 ACRE TRACT OF LAND COMPRISED OF 5.0 ACRES OUT OF FARM TRACT 625, AND 15.3 ACRES OUT OF FARM TRACT 626, BLOCK 178, WEST TRACT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 24 THROUGH 27, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS, SAID 20.3 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING, AT SET 60 "D" NAIL AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO AXEL PROPERTIES BY DOCUMENT 2784496 HIDALGO COUNTY OFFICIAL RECORDS, AND ON THE WEST LINE OF FARM TRACT 626, WHICH THE COMMON CORNER OF FARM TRACT 625 AND FARM TRACT 626, BLOCK 178, OF SAID WEST TRACT SUBDIVISION, BEARS NORTH 00°38'18" WEST, A DISTANCE OF 660.00 FEET AND BEING WITHIN THE RIGHT OF WAY OF MIDWAY ROAD, FOR THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 88°49'27" EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT OF LAND CONVEYED TO AXEL PROPERTIES A DISTANCE OF 30.00 FEET TO A SET 1/2" INCH IRON ROD WITH PLASTIC CAP AT THE EAST RIGHT OF WAY OF SAID MIDWAY ROAD AS RECORDED IN VOLUME 1018 PAGE 383, HIDALGO COUNTY DEED RECORDS AND REHE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO GERALD RALEIGH BY INSTRUMENT RECORDED IN VOLUME 1862, PAGE 688 HIDALGO COUNTY DEED RECORDS FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 00°38'18" EAST, ALONG THE APPARENT EAST RIGHT OF WAY OF SAID MIDWAY ROAD (NO DEED FOUND) AND THE WEST LINE OF SAID TRACT OF LAND CONVEYED TO GERALD RALEIGH A DISTANCE OF 130.00 FEET TO A SET 1/2" INCH IRON ROD WITH PLASTIC CAP FOR THE SOUTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO GERALD RALEIGH AND A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 88°49'27" EAST, ALONG THE EAST BOUNDARY LINE OF SAID TRACT OF LAND CONVEYED TO GERALD RALEIGH A DISTANCE OF 250.00 FEET TO A SET 1/2" INCH IRON ROD WITH PLASTIC CAP FOR THE SOUTHEAST CORNER OF THE SAID TRACT OF LAND CONVEYED TO GERALD RALEIGH AND AN INNER CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 00°38'18" WEST, ALONG THE EAST BOUNDARY LINE OF SAID TRACT OF LAND CONVEYED TO GERALD RALEIGH A DISTANCE OF 130.00 FEET TO A SET 1/2" INCH IRON ROD AT THE SOUTH LINE OF SAID TRACT OF LAND CONVEYED TO AXEL PROPERTIES FOR A CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 88°49'27" EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID TRACT OF LAND CONVEYED TO AXEL PROPERTIES A DISTANCE OF 146.31 FEET PASSING THE COMMON CORNER OF SAID TRACT OF LAND CONVEYED TO AXEL PROPERTIES AND A TRACT OF LAND CONVEYED TO ALEX MENDEZ BY DOCUMENT NUMBER 455194 HIDALGO COUNTY OFFICIAL RECORDS, CONTINUING TO A DISTANCE OF 421.61 FEET TO THE COMMON CORNERS OF SAID TRACT OF LAND CONVEYED TO ALEX MENDEZ AND A TRACT OF LAND CONVEYED TO LORI ANN BENAVIDEZ BY DOCUMENT NUMBER 2921694 HIDALGO COUNTY OFFICIAL RECORDS CONTINUING TO A DISTANCE OF 592.59 FEET TO THE COMMON CORNERS OF SAID TRACT OF LAND CONVEYED TO LORI ANN BENAVIDEZ AND A TRACT OF LAND CONVEYED TO DAVID HERNANDEZ AND IRMA HERNANDEZ BY INSTRUMENT RECORDED IN VOLUME 2171, PAGE 11, HIDALGO COUNTY DEED RECORDS CONTINUING TO A TOTAL DISTANCE OF 775.87 FEET TO A POINT WITHIN THE A DRAINAGE DITCH BEING ON THE WEST BOUNDARY LINE OF EL TESORO ESTATES PHASE I AND A 75.0 DRAINAGE RIGHT OF WAY FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 01°12'11" EAST, ALONG THE WEST BOUNDARY LINE OF EL TESORO ESTATES AND 75.0 DRAINAGE RIGHT OF WAY A DISTANCE OF 864.99 FEET TO A POINT OF THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO MICHAEL G. RALEIGH BY DOCUMENT NUMBER 3406238 HIDALGO COUNTY OFFICIAL RECORDS FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, SOUTH 88°49'27" WEST, ALONG THE NORTH BOUNDARY LINE OF SAID TRACT OF LAND CONVEYED TO MICHAEL G. RALEIGH A DISTANCE OF 1064.34 FEET TO A POINT OF THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO MICHAEL G. RALEIGH BY DOCUMENT NUMBER 3406238 HIDALGO COUNTY OFFICIAL RECORDS FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, NORTH 00°38'18" WEST, ALONG THE WEST BOUNDARY LINE OF SAID WEST TRACT SUBDIVISION A DISTANCE OF 204.99 FEET PASSING THE COMMON CORNER OF FARM TRACT 625 AND FARM TRACT 626, BLOCK 178, OF SAID WEST TRACT SUBDIVISION CONTINUING TO A TOTAL DISTANCE OF 864.99 FEET TO THE POINT OF BEGINNING; CONTAINING; AND AREA OF 20.303 ACRES 864392 SQUARE FEET.

STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS RIO MEADOWS SUBDIVISION, DO HEREBY GRANT AND EASEMENT TO THE CITY OF WESLACO AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE USE OF STREETS, ALLEYS, AND EASEMENTS THEREIN SHOWN, SURFACE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF WESLACO, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF WELACO, RESIDENTS OF THE SUBDIVISION, AND THEIR GUESTS.

DONIC A. REYNA, MEMBER
DK3 INVESTMENT GROUP LLC
702 WEST EXPRESSWAY 83
WESLACO, TX 78596

DATE:

STATE OF TEXAS COUNTY OF HIDALGO

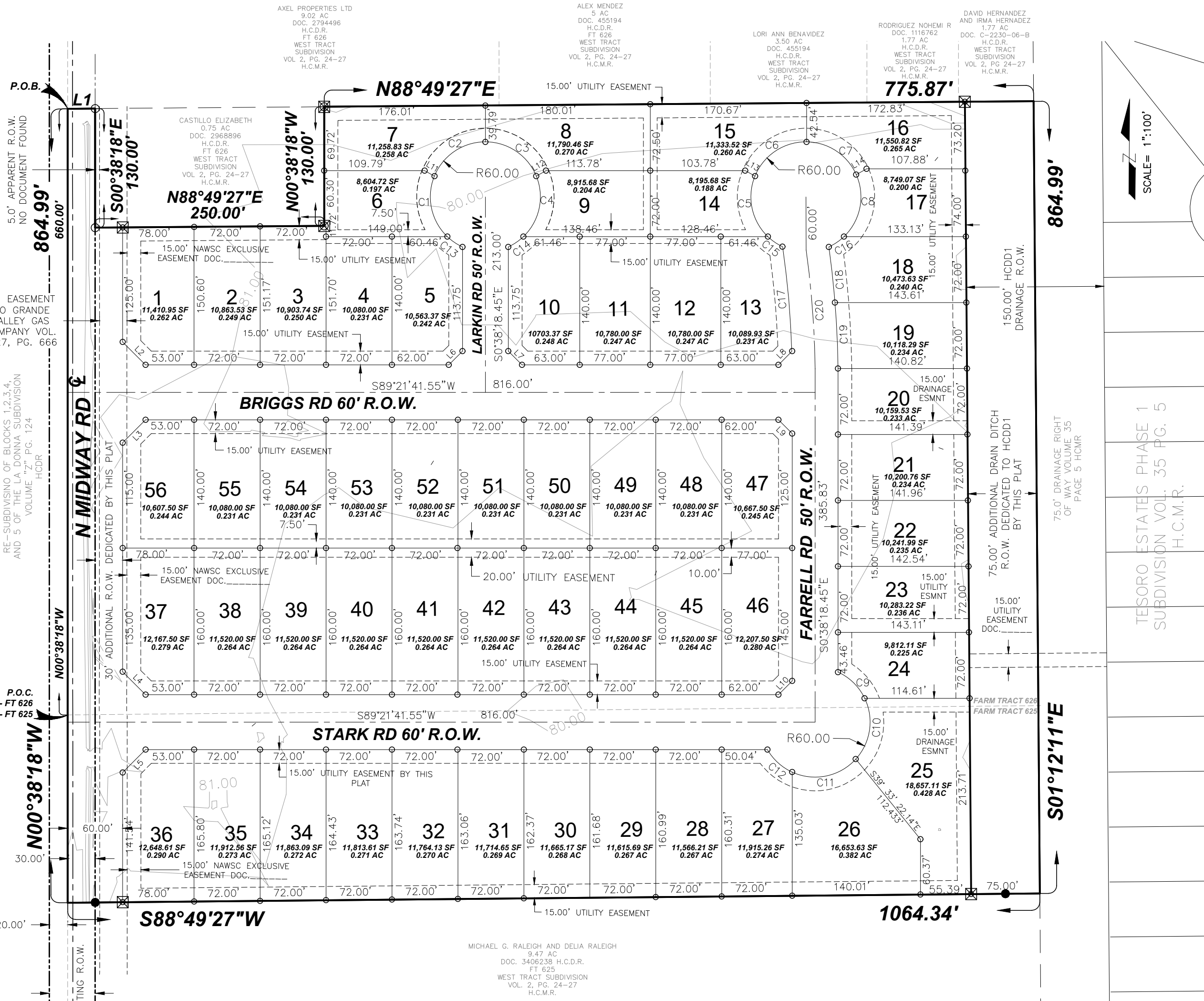
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED _____, PROVED TO ME THROUGH HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING FULLY SWEAR, DECLARED THAT THE CONTENTS OF THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

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

NOTARY PUBLIC— STATE OF TEXAS

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone
OWNER: DK3 INVESTMENT GROUP LLC	702 WEST EXPRESSWAY 83	WESLACO, TEXAS 78596	(956)975-6383
ENGINEER: JOSE N. SALDIVAR P.E., C.F.M.	2424 MIMOSA	MISSION, TEXAS 78574	(956)403-9787
SURVEYOR: OSCAR HERNANDEZ R.P.L.S.	2424 MIMOSA	MISSION, TEXAS 78574	(956)403-9787



RIGHT OF WAY EXCLUSIVE EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THE PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFERREES (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, BAROAN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, A PERPETUAL EXCLUSIVE EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE, FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EXCLUSIVE 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, GRANTEE FURTHER GRANTS TO GRANTEE AN ADDITIONAL EXCLUSIVE 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 GRANTEE BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS, THE GRANTEE 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:

THIS EXCLUSIVE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EXCLUSIVE 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 GRANTEE HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 20____.

DONIC A. REYNA, MEMBER
DK3 INVESTMENT GROUP LLC
702 WEST EXPRESSWAY 83
WESLACO, TX 78596

DATE

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE RIO MEADOWS SUBDIVISION WAS reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge _____ date _____
ATTEST: Hidalgo County Clerk _____ date _____

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 9

DATE THIS _____ DAY OF _____, 20____.

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHTS-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID #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.
- HCID #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCID #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.
- HCID #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.
- HCID #9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTION THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

STATE OF TEXAS CITY OF WESLACO PLANNING AND ZONING COMMISSION

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

DATED THIS _____ DAY OF _____, 20____.

CHAIRMAN OF PLANNING AND ZONING COMMISSION

GENERAL NOTES:

- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"

ZONE "X" (SHADED), OF 500-YEARFLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD, ACCORDING TO COMMUNITY-PANEL NO. 480334 Q450 C, MAP REVISED TO REFLECT LOMR, MAY 30, 2002.

THE AREAS WITHIN THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN, COMMUNITY-PANEL NO. 480334 Q450 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

- SETBACKS:
FRONT: 25.00 FEET;
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET
CORNER GARAGE SIDE: 18.00 FEET
CORNER GARAGE FRONT: 18.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: 20.00 FEET
CUL-DE-SAC: 20.00 FEET OR GREATER FOR EASEMENTS

- FINISHED FLOOR ELEVATIONS ESTABLISHED MUST BE HIGHER THAN 82.00 OR 18" ABOVE TOP OF CURB OR CENTER LINE OF STREET, WHICHEVER IS GREATER, MEASURED FROM THE CENTER OF THE LOT.

- THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

BM 1 AT AN EXISTING POWER POLE LOCATED SOUTHWEST OF THE SUBDIVISION AND EAST SIDE OF MIDWAY RD. LON: -98.011815, LAT: 26.093539 ELEV: 83.59

BM 2 INSIDE OF THE SUBDIVISION AT THE LIGHTPOLE LOCATED ON INTERSECTION OF KENTUCKY RD AND GEORGIA RD. LON: -98.011086, LAT: 26.094119, ELEV: _____

- 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.

- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HIDALGO COUNTY REQUIREMENTS, AND CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 94,779 CUBIC-FEET OR 2.17 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 ENGINEER CONSIDERED FOR THIS SUBDIVISION.

- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MOBILE SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

- FOLLOW LANDSCAPE ORDINANCE AS PER CITY REQUIREMENTS.

- CORNERS LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT THE FURTHEST POSSIBLE POINTS FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.

- NO ACCESS SHALL BE GRANTED FOR LOTS 1,36,37,56 ONTO MIDWAY ST.

- ALL INTERIOR LOT CORNERS ARE SET BY NO. 4 REBAR WITH PLASTIC CAP S2 5005.

- ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.

- AFTER THE RECORDING OF THE PLAT'S CONDITIONS, COVENANTS, AND RESTRICTIONS (CCRs) TO ASSURE MAINTENANCE OF COMMON AREAS AND MEDIAN ISLANDS, ETC., A BUILDING PERMIT APPLICATION MAY BE FILED WITH THE CITY OF WESLACO FOR ANY PROPOSED GATED ENTRY MECHANISMS WHEREAFTER IT SHALL BE REVIEWED FOR APPROVAL OR DISAPPROVAL BY THE CITY INCLUDING THE FIRE MARSHAL'S OFFICE. IN NO CASE SHALL GATE(S) BE INSTALLED WHERE A BUILDING PERMIT HAS NOT BEEN ISSUED.

- THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE CITY OF WESLACO AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM ANY LIABILITY ARISING OUT OF OR IN CONNECTION TO SAID STREETS.

- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

- AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

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

- LOTS 1-56 SHALL BE FOR MULTI-FAMILY USES. THE ENGINEER HAS SUBMITTED PLANNING MATERIALS FOR THIS PURPOSE AND NO ALTERATIONS OR CHANGES TO THE APPROVED DESIGN OF THIS MULTI-FAMILY PROPOSAL SHALL BE MADE UNLESS A RE-SUBDIVISION PLAT IS APPROVED BY THE COUNTY FOR SUCH CHANGES. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY LOT.

- ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.25 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

- AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL AND INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND SANITARY SEWER PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

- STREETLIGHT MUST BE LOCATED EVERY 300 FEET.

- A 5 FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF A NOTICE TO PROCEED.

22. A 5 FT. SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREETS UPON ISSUANCE OF A BUILDING PERMIT. ON CORNER LOTS, THE OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.

STATE OF TEXAS COUNTY OF HIDALGO

I, OSCAR HERNANDEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE RIO MEADOWS SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____.



Preliminary

OSCAR HERNANDEZ, R.P.L.S.
R.P.L.S. No. 5005
S2 ENGINEERING, PLLC
2424 MIMOSA ST
MISSION, TEXAS 78574

DATE

MAYOR, CITY OF WESLACO

CITY SECRETARY



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

ON: _____ AT _____ AM/PM

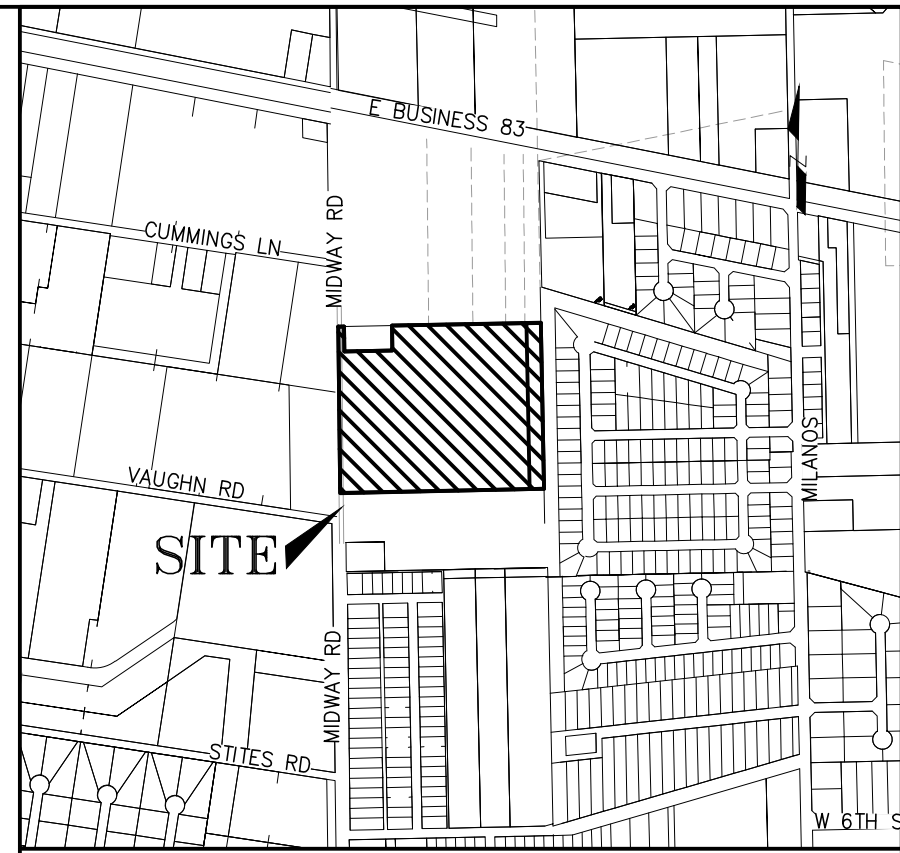
INSTRUMENT NUMBER
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



Preliminary

JOSE N. SALDIVAR, P.E., C.F.M.
LICENSED PROFESSIONAL ENGINEER No. 94076
S2 ENGINEERING, PLLC
2424 MIMOSA ST
MISSION, TEXAS 78574



LOCATION MAP SCALE= 1"=1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE HIDALGO COUNTY AREA:
RIO MEADOWS SUBDIVISION IS LOCATED SOUTH HIDALGO COUNTY TEXAS, ON THE EAST SIDE OF MIDWAY ST AND APPROXIMATELY 1,320 FT SOUTH OF E BUSINESS 83. THE NEAREST MUNICIPALITY IS THE CITY OF WESLACO (POPULATION 41,024 - 2021 CENSUS). THIS SUBDIVISION LIES WITHIN THE CITY'S 2.5 MILE EXTRA TERRITORIAL JURISDICTION (ETJ) HIDALGO COUNTY, TEXAS UNDER LOCAL GOVERNMENT CODE 42.02 PRECINCT NO. 1.

CURVE DATA TABLE

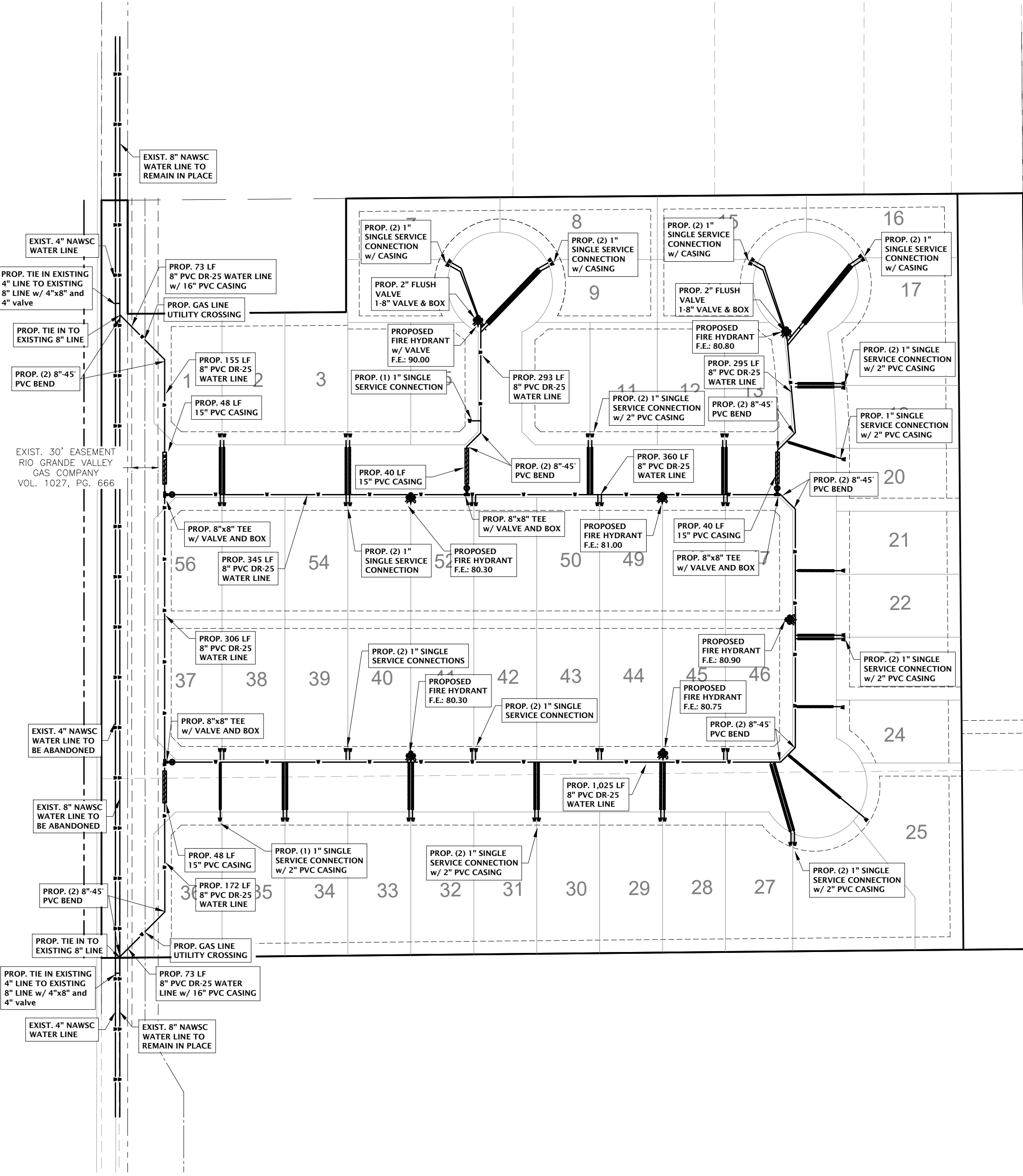
CURVE	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	68.44	60.00'	71.67'	67.49'	S12°36'44"E
C2	67.75	60.00'	70.95'	66.89'	S55°29'06"W
C3	67.75	60.00'	70.95'	66.89'	N56°45'43"W
C4	68.44	60.00'	71.67'	67.49'	N1°20'07"E
C5	68.44	60.00'	71.67'	67.49'	S12°36'44"E
C6	68.39	60.00'	71.62'	67.44'	S55°48'15"W
C7	65.43	60.00'	68.53'	64.86'	N57°16'52"W
C8	70.11	60.00'	73.43'	68.93'	N10°29'48"E
C9	39.69	60.00'	41.57'	40.74'	N46°09'57"W
C10	67.91	60.00'	71.20'	67.10'	N07°40'41"E
C11	72.31	60.00'	75.72'	70.80'	N77°49'47"E
C12	35.37	60.00'	37.04'	36.46'	S48°19'35"E
C13	19.18	60.00'	20.09'	19.99'	S56°25'24"E
C14	19.18	60.00'	20.09'	19.99'	N55°08'47"E
C15	18.61	60.00'	19.50'	19.41'	S56°08'31"E
C16	19.18	60.00'	20.09'	19.99'	N55°08'47"E
C17	6.43	1023.10'	114.94'	114.88'	N5°41'07"W
C18	3.26	1073.10'	61.13'	61.12'	N6°52'15"W
C19	3.84	1073.10'	72.09'	72.08'	N3°18'51"W
C20	7.11	1048.10'	130.12'	130.03'	N04°56'46"W

LINE	BEARING	DISTANCE
L1	N88°49'27"E	30.00'
L2	S45°38'18"E	35.36'
L3	N44°21'42"E	35.36'
L4	S45°38'18"E	35.36'
L5	N44°21'42"E	35.36'
L6	N44°21'42"E	21.21'
L7	S45°38'18"E	21.21'
L8	N44°21'42"E	20.60'
L9	S45°38'18"E	21.21'
L10	N44°21'42"E	21.21'
L11	S61°23'22"E	12.24'
L12	S60°06'45"W	12.24'
L13	S61°23'22"E	12.24'
L14	S60°06'45"W	13.02'

LEGEND
1/2" IRON PIN W/CAP FOUND
1/2" IRON PIN FOUND
1/2" IRON PIN SET "S2 5005"
CONCRETE MONUMENTS SET

WATER DISTRIBUTION AND OSSF:

RIO MEADOWS SUBDIVISION



SCALE 1"=100'



FINAL ENGINEERING REPORT FOR RIO MEADOWS SUBDIVISION:
BY JOSE N. SALDIVAR, P.E.

WATER SUPPLY: Description and Costs.

WATER SUPPLY:
RIO MEADOWS SUBDIVISION HAS BEEN PROVIDED WITH POTABLE WATER BY THE WATER COMPANY OF NORTH ALAMO WATER SUPPLY CO. (NAWSC). THE SUBDIVIDER AND COMPANY NAWSC SIGNED A CONTRACT BY WHICH, THE SUBDIVISION WILL RECEIVE SUFFICIENT WATER PROVISION FOR AT LEAST 30 YEARS AND NAWSC HAS PROVIDED SUFFICIENT DOCUMENTATION TO ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

NAWSC HAS AN EXISTING 8" DIAMETER LINE RUNNING ALONG THE EAST SIDE OF MIDWAY RD.

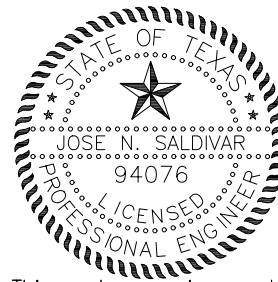
THE WATER SYSTEM FOR RIO MEADOWS SUBDIVISION CONSISTS OF USING THE EXISTING 8" LINE ON THE EAST SIDE OF MIDWAY RD TO CREATE A NEW WATER LINE SYSTEM ALONG THE R.O.W. INSIDE SUBDIVISION AS SHOWN IN PLAT. AN 8" LINE WILL BE USED AS THE MAIN LINE. EACH LOT WILL BE CONNECTED TO THE PROPOSED 8" WATER LINE.

FROM THE MAIN WATERLINE, FIFTY-SIX (56) SINGLE SERVICES OF 1" OF DIAMETER ARE COMING OUT OF THIS LINE. SAID SERVICES TERMINATE AT THE WATER METERS OF EACH LOT. THE 8" DIAMETER LINE, THE WATER SERVICE LINES, AND THE WATER METER BOXES HAS BEEN INSTALLED AT A TOTAL COST OF \$ _____ OR \$ _____ PER LOT. IN ADDITION THE SUBDIVIDER HAS PAID PAY NAWSC THE AMOUNT OF \$ _____ WHICH COVERS THE _____ COST PER LOT STATED IN THE 30 YR WATER SERVICE AGREEMENT. WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO NAWSC UPON REQUEST BY THE LOT OWNER. NAWSC WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY NAWSC AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES- THESE FACILITIES WILL BE CONSTRUCTED, WITH THE INSTALLATION OF WATER METER BOXES, HAVE COST A GRAND TOTAL OF \$ _____ WHICH EQUALS TO \$ _____ PER LOT.



This seal appearing on this document was authorized by Jose N. Saldivar P.E. No. 94076 on the above designated date.

Preliminary

JOSE N. SALDIVAR, P.E. No. 94076

SUBDIVIDER CERTIFICATION

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDERS OF RIO MEADOWS SUBDIVISION WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I (WE), DK3 INVESTMENT GROUP LLC, SUBDIVIDERS OF RIO MEADOWS SUBDIVISION HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

RIO MEADOWS SUBDIVISION
FOR: JOSE N. SALDIVAR, P.E.

PROVISIÓN DE AGUA: DESCRIPCIÓN, Y GASTOS.

RIO MEADOWS SUBDIVISION HA SIDO PROVEIDA DE AGUA POTABLE POR LA COMPAÑIA DE NORTH ALAMO WATER SUPPLY CO (NAWSC). EL SUBDIVIDOR Y LA COMPAÑIA DE AGUA NAWSC FIRMARON UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRÁ PROVISIÓN DE AGUA SUFICIENTE POR LOS PRÓXIMOS 30 AÑOS Y LA COMPAÑIA DE NAWSC PRESENTÓ SUFFICIENTE DOCUMENTACIÓN PARA ESTABLECER A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ABASTECIDA PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

NAWSC TIENE UNA LÍNEA DE 8" DE DIÁMETRO EXISTENTE, CORRIENDO POR EL LADO ESTE DE LA CALLE MIDWAY ROAD.

EL SISTEMA DE AGUA PARA LA SUBDIVISION RIO MEADOWS CONSISTE DE USAR LA LÍNEA EXISTENTE PREVIAMENTE MENCIONADA EN LA PARTE ESTE DE MIDWAY RD PARA CREAR UN NUEVO SISTEMA DE AGUA QUE CORRERA POR DENTRO DEL R.O.W. EN LA PARTE INTERNA DE LA SUBDIVISION. UNA LÍNEA DE 8" SERÁ USADA COMO LÍNEA PRINCIPAL. TODOS LOS LOTES SERÁN CONECTADOS A ESTA LÍNEA DE 8"

DE LA LÍNEA DE 8" DE DIÁMETRO SE DESPRENDEN CINCUENTA Y SEIS (56) SERVICIOS INDIVIDUALES DE 1" DE DIÁMETRO QUE VAN HACIA LOS MEDIDORES DE CADA LOTE. LAS LÍNEAS DE 8" DE DIÁMETRO, LAS LÍNEAS DE SERVICIOS DE AGUA Y LAS CAJAS DE LOS MEDIDORES SE INSTALARON A UN COSTO TOTAL DE US \$ _____ DE LOS CUALES SE CUBRIO US \$ _____ POR LOTE. EL DUEÑO DE LA SUBDIVISION PAGO ADICIONALMENTE A NAWSC LA CANTIDAD DE US \$ _____ O US \$ _____ POR LOTE DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE QUE CUBRE EL MEDIDOR DE AGUA, (INCLUYENDO COSTOS DE LA INSTALACION DE CADA MEDIDOR, TARIFFAS DE CONEXION Y MEMBRERIAS). CUANDO EL DUEÑO DEL SOLAR SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA NAWSC INSTALARA EL MEDIDOR SIN COSTO ALGUNO AL DUEÑO. EL SISTEMA DE AGUA ESTÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A 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 SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTÁ TOTALMENTE CONSTRUÍDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US\$ _____ LO CUAL EQUIVALE A US\$ _____ POR LOTE.



This seal appearing on this document was authorized by Jose N. Saldivar P.E. No. 94076 on the above designated date.

Preliminary

JOSE N. SALDIVAR, P.E. No. 94076

BEFORE ME, the undersigned notary public, on this day personally appeared DOMINIC A. REYNA, proved to me through his/her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, de-clared that the statements therein are true and correct and acknowledged that he/she executed the same for the purposes and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2023.

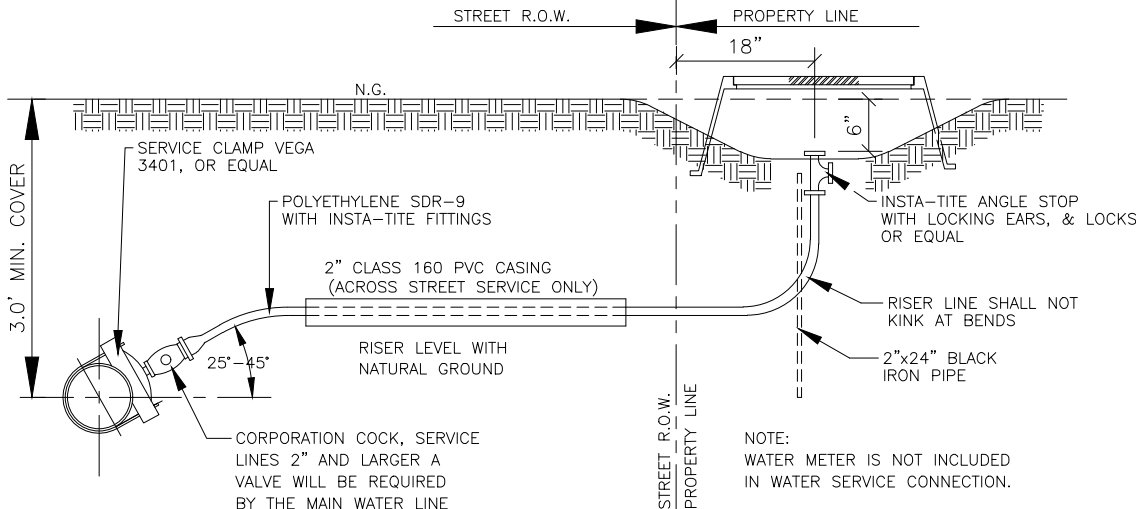
NOTARY PUBLIC- STATE OF TEXAS

COST ESTIMATE

WATER DISTRIBUTION: _____
DRAINAGE IMPROVEMENTS: _____
OSSF IMPROVEMENTS: _____
TOTAL: _____

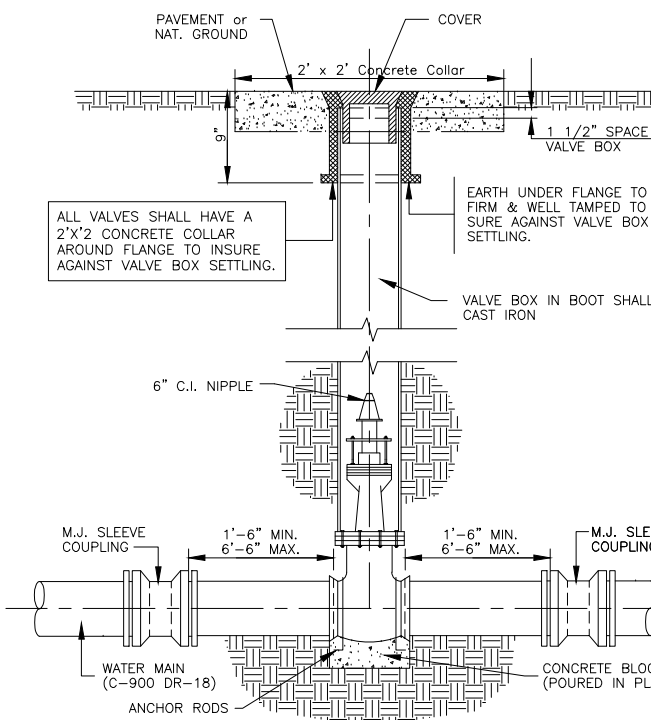
GENERAL CONSTRUCTION NOTES.

- ALL EXISTING WATER LINES TO BE C-900 DR-25.
- CONTRACTOR TO INSTALL 1" SERVICE CONNECTIONS TO EVERY LOT & ALL SERVICES TO BE LOCATED IN FRONT OF LOTS APPROXIMATELY 1.0 FOOT FROM LOT LINE. CONTRACTOR TO UTILIZE SINGLE & DOUBLE SERVICE CONNECTIONS AS NEEDED.
- CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF CONFLICTS PRIOR TO CONSTRUCTION ON SITE.
- SEE WATER DETAIL SHEET FOR MORE INFORMATION.
- ALL LOTS SHALL BE PROVIDED WITH SERVICE STUBOUTS AND SAID SERVICE LOCATIONS SHALL BE MARKED ON THE CURB AND GUTTER WITH A "W" NOT LESS THAN 1 1/2" IN SIZE OR IN A MANNER APPROVED BY THE CITY AND SHALL BE 12" BELOW FINISH GRADE ELEVATION.
- THE RESIDENTIAL LOTS SHOULD REFLECT SERVICE BY A 3/4" METER.



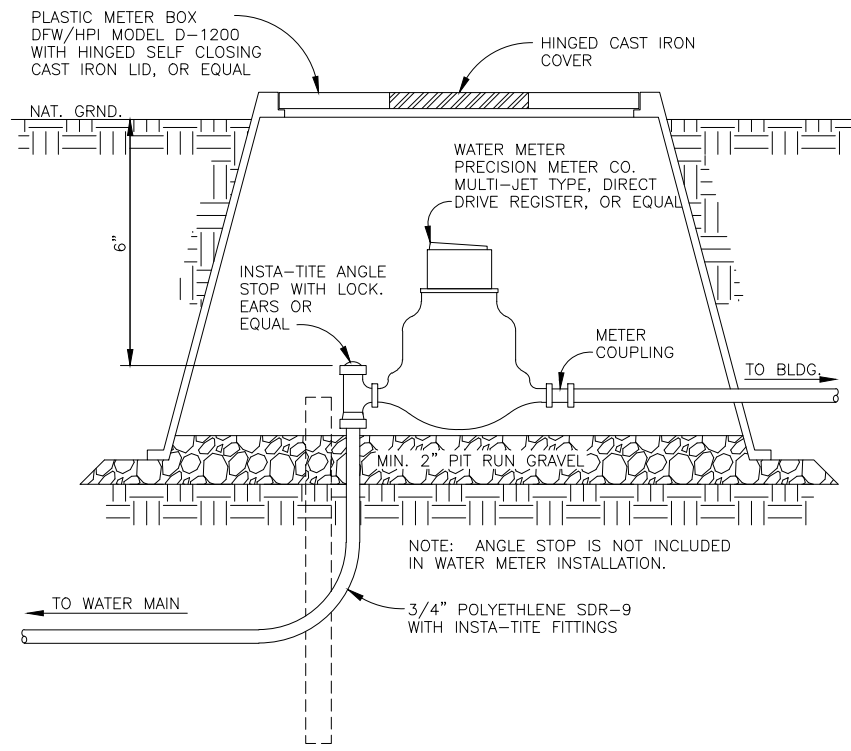
TYPICAL WATER SERVICE CONNECTION ELEVATION

N.T.S.



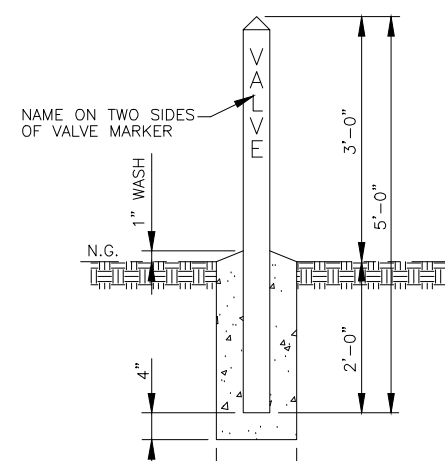
TYPICAL VALVE and VALVE BOX INSTALLATION

N.T.S.



TYPICAL WATER METER INSTALLATION

N.T.S.



NOTES:
1. 4"x4"x5'-0" TREATED WOOD POST, TOP POINTED AT 45° ANGLE. PRIME AND PAINT WITH TWO COATS OF YELLOW SEMI-GLOSS ENAMEL. LETTERS TO BE 3/4" IN HEIGHT AND PAINTED WITH BLACK SEMI-GLOSS ENAMEL.
2. VALVE MARKERS SHALL BE INSTALLED AT EACH LINE VALVE AND FLUSH VALVE.

VALVE MARKER DETAIL

N.T.S.



Preliminary

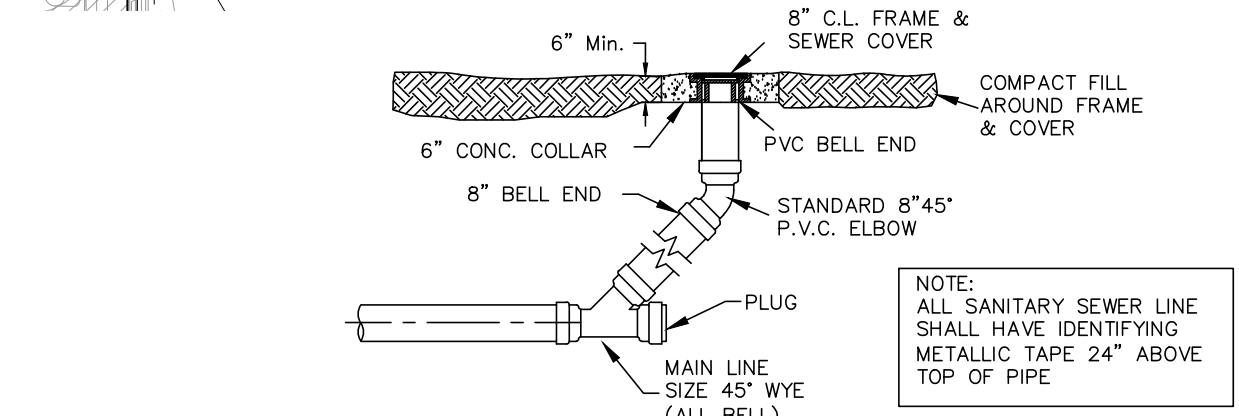
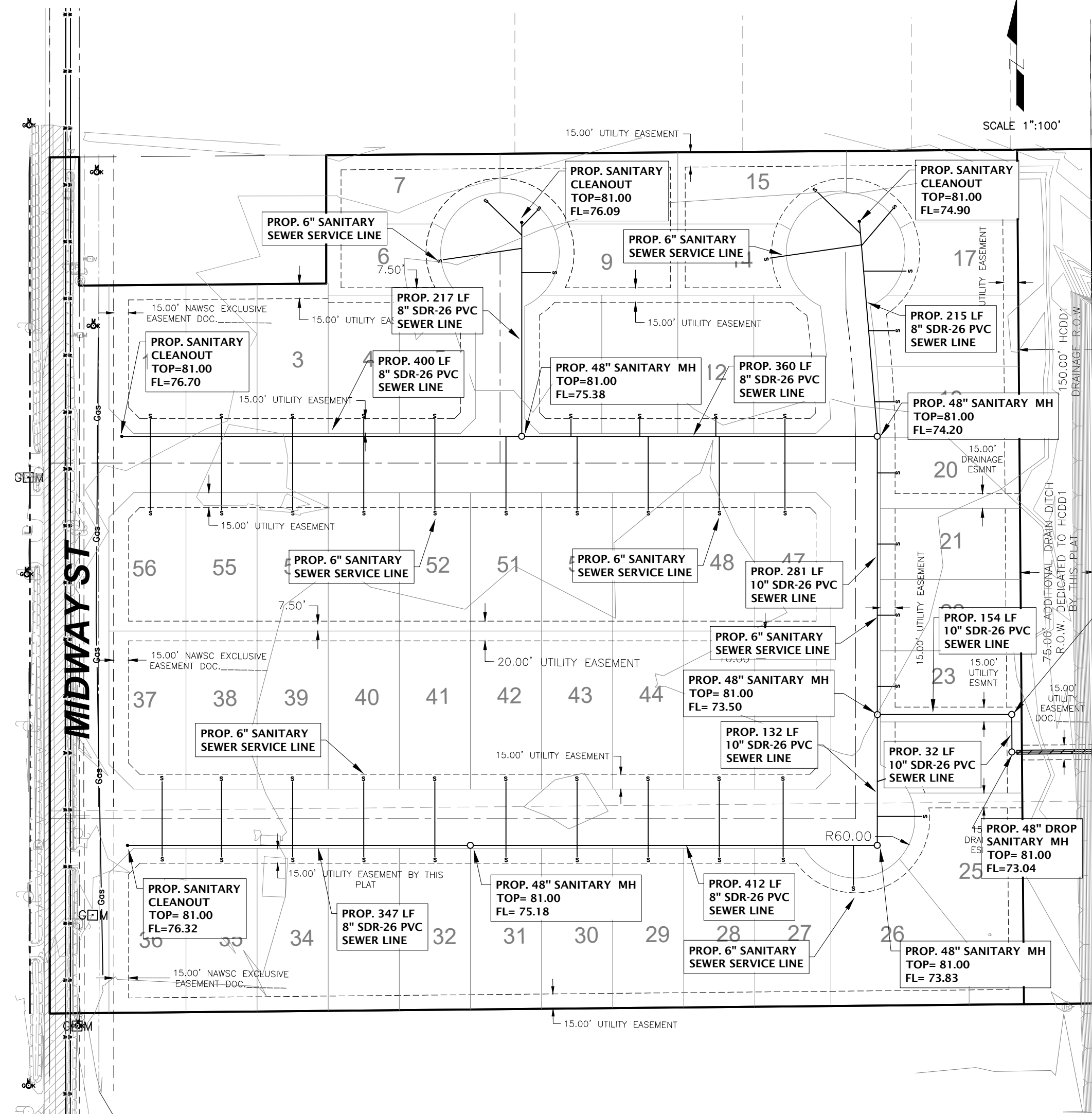
RIO MEADOWS SUBDIVISION UTILITIES LAYOUT

S2 ENGINEERING, PLLC
CIVIL ENGINEERING & LAND SURVEYING
TBP# F-22858 TBL# 10194796

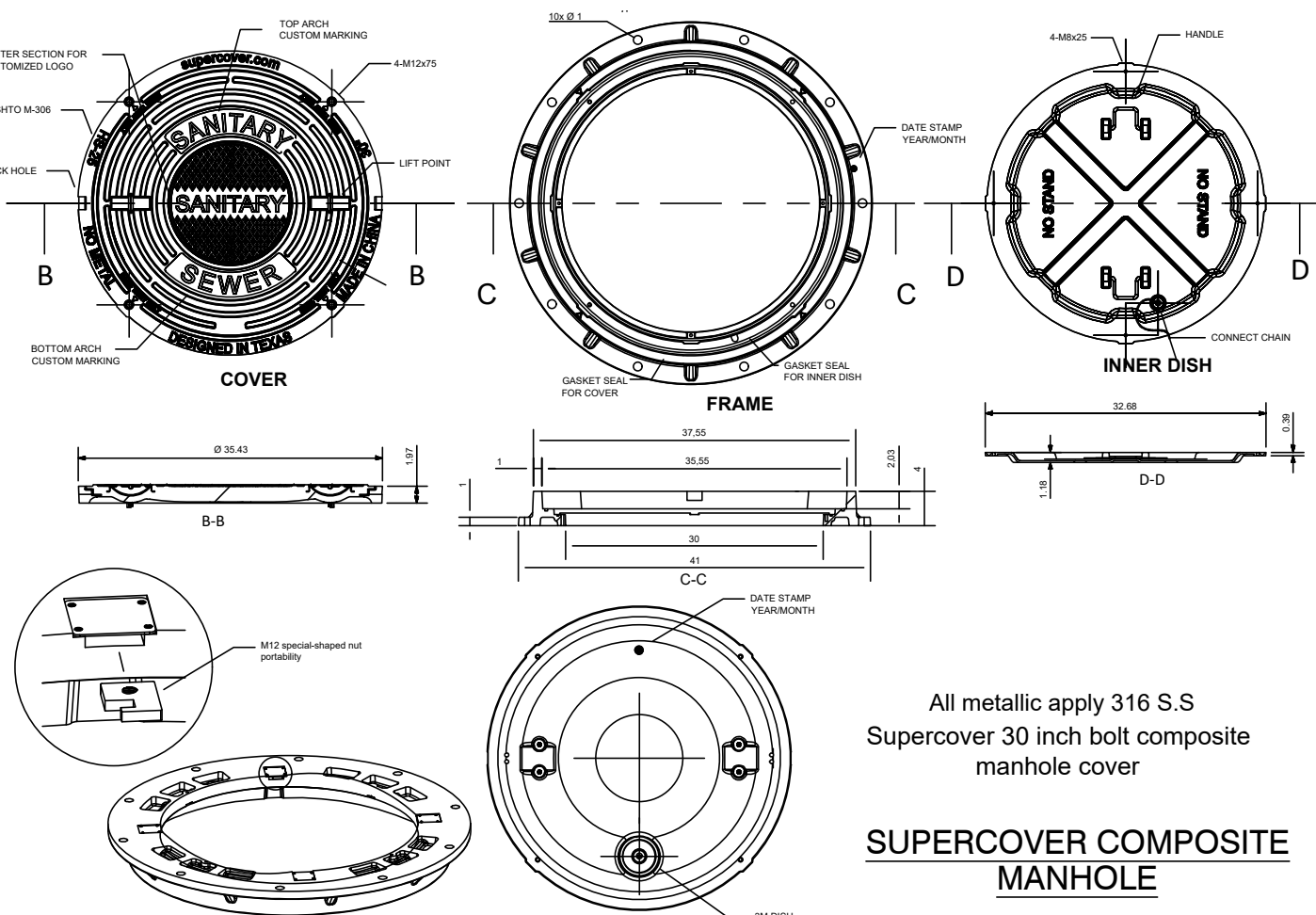


SHEET NO. 2
OF 5 SHEETS

SANITARY SEWER DISTRIBUTION OF: RIO MEADOWS SUBDIVISION



SANITARY SEWER
CLEANOUT



SUPERCOVER COMPOSITE
MANHOLE

RIO MEADOWS SUBDIVISION
BY JOSE N. SALDIVAR, P.E.
SEWER SUPPLY, Description and Costs.

SANITARY SEWAGE DESCRIPTION AND EXPENSES:

RIO MEADOWS SUBDIVISION HAS BEEN TREATED BY WASTEWATER SERVICE FROM THE CITY OF WESLACO. THE SUBDIVIDER AND THE CITY OF WESLACO HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF WESLACO HAS PROMISED TO TREAT THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND THE 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.

THE SANITARY SEWAGE SYSTEM OF RIO MEADOWS SUBDIVISION CONSISTS OF A PROPOSED 8" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING SANITARY SEWER SYSTEM LOCATED ON THE EAST SIDE OF S MILANOS RD. SAID PROPOSED 8" DIAMETER SEWER SYSTEM WILL RUN THROUGH TESORO OR ON A WESTERLY DIRECTION AND THEN CROSSING UNDERNEATH THE DRAIN DITCH TO GET INTO THE PROPOSED SUBDIVISION. THE SYSTEM WILL RUN THROUGH THE INTERNAL STREET R.O.W. OF THE SUBDIVISION.

SANITARY SERVICES TERMINATE AT THE SEWER METERS OF EACH LOT FOR A TOTAL OF FIFTY SIX (56) SANITARY SEWER SERVICES.

THE 8" SEWER LINE, THE 6" SERVICE LINES, THE TWELVE (12) SANITARY SEWER MANHOLES HAS BEEN INSTALLED, AT A TOTAL COST OF \$ _____ OR \$ _____ PER LOT. IN ADDITION, THE ENTIRE WASTEWATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF WESLACO AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER 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. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

SEWAGE FACILITIES - THESE FACILITIES FULLY CONSTRUCTED HAS COST A GRAND TOTAL OF \$ _____ WHICH EQUALS TO \$ _____ PER LOT.



This seal certifying on this document was authorized by Jose N. Saldivar, P.E. No. 94076 on the above designated date.

Preliminary
JOSE N. SALDIVAR, P.E. No. 94076

RIO MEADOWS SUBDIVISION
FOR: JOSE N. SALDIVAR, P.E.

DRENAJE, DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION

LA SUBDIVISION DE RIO MEADOWS RECIBE SU PROVISION DE DRENAJE SANITARIO DE LA CIUDAD DE WESLACO. EL DUERO 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 EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL DRENAJE SANITARIO DE RIO MEADOWS CONSISTE DE UNA LINEA NUEVA DE 8 PULGADAS DE DIAMETRO QUE SE CONECTA A LA LINEA EXISTENTE QUE CORRE DEL LADO ESTE DE S MILANOS RD. ESTA NUEVA LINEA CORRERA A TRAVES DE TESORO DR. EN DIRECCION OESTE Y CRUZARA POR DEBAJO DEL CANAL DE DRENAJE FLUVIAL PARA LLEGAR A LA NUEVA SUBDIVISION. EL SISTEMA VA A CORRER POR DENTRO DEL R.O.W. DE LAS CALLES DE RIO STONE SUBDIVISION.

LOS SERVICIOS DE DRENAJE SANITARIO TERMINAN EN LOS MEDIDORES DE DRENAJE SANITARIO DE CADA LOTE PARA DAR UN TOTAL DE CINCUENTA Y SEIS (56) SERVICIOS.

LAS LINEAS DE DRENAJE SANITARIO DE 8 PULGADAS, LOS SERVICIOS DE 6 PULGADAS, Y LOS DOCE (12) POZOS DE VISTA HAN SIDO INSTALADAS A UN COSTO TOTAL DE US \$ _____ O US \$ _____ POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONADO DE HIDALGO.

CERTIFICACION:

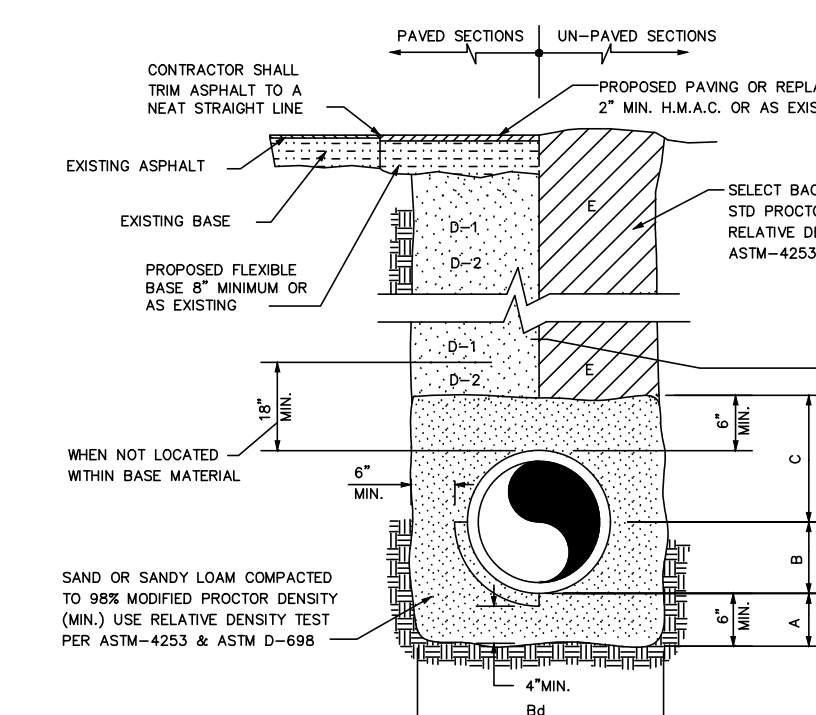
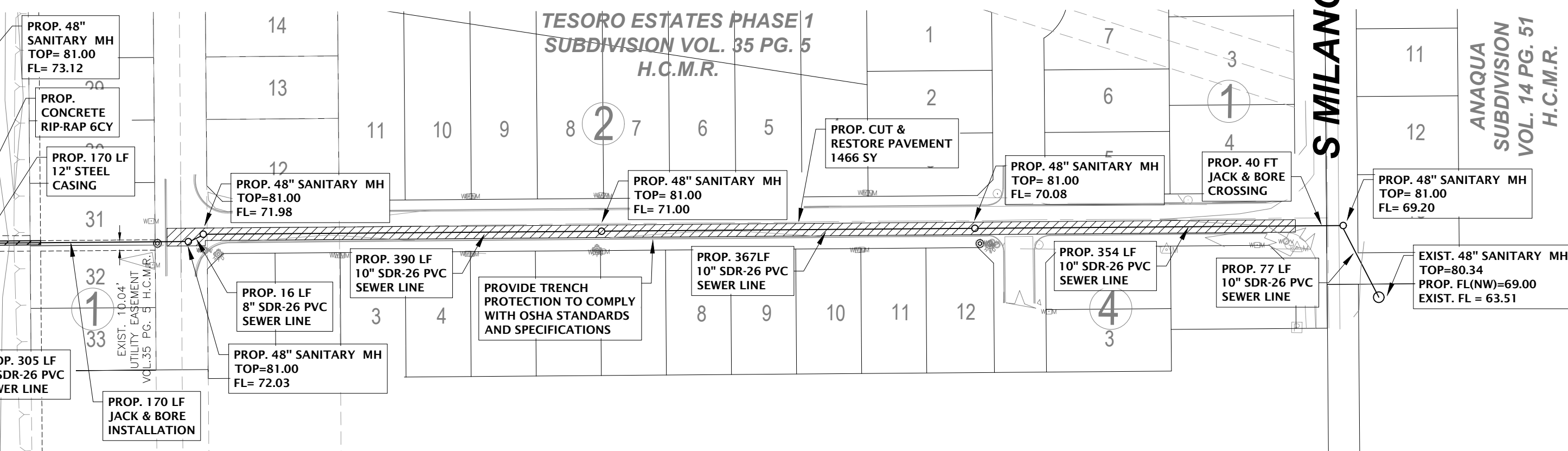
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTO EN TOTAL US \$ _____ O US \$ _____ POR LOTE.

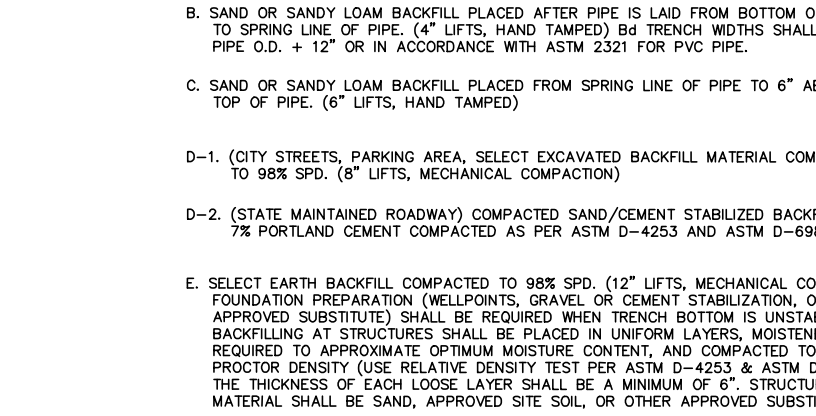


This seal certifying on this document was authorized by Jose N. Saldivar, P.E. No. 94076 on the above designated date.

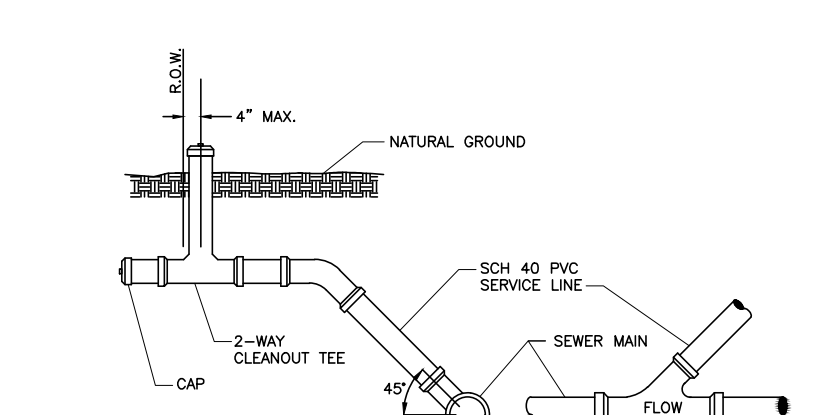
Preliminary
JOSE N. SALDIVAR, P.E. No. 94076



SANITARY SEWER BEDDING
AND BACK FILL DETAIL



SANITARY SEWER BEDDING
AND BACK FILL DETAIL



SANITARY SEWER SERVICE
TYP. DETAIL

NOTES:
1. INDIVIDUAL SERVICE LATERALS TO BE PROVIDED TO EACH LOT.
2. SINGLE FAMILY SERVICE SHALL BE 4" MIN. MULTI-FAMILY, COMMERCIAL, AND INDUSTRIAL SERVICE SHALL BE 6" OR GREATER AS REQUIRED.

SUBDIVIDER CERTIFICATION

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- I (WE), DKS INVESTMENT GROUP LLC, SUBDIVIDERS OF RIO MEADOWS SUBDIVISION HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

DOMINIC A. REYNA, MEMBER
DKS INVESTMENT GROUP LLC
702 WEST EXPRESSWAY 83
WESLACO, TX 78096

DATE

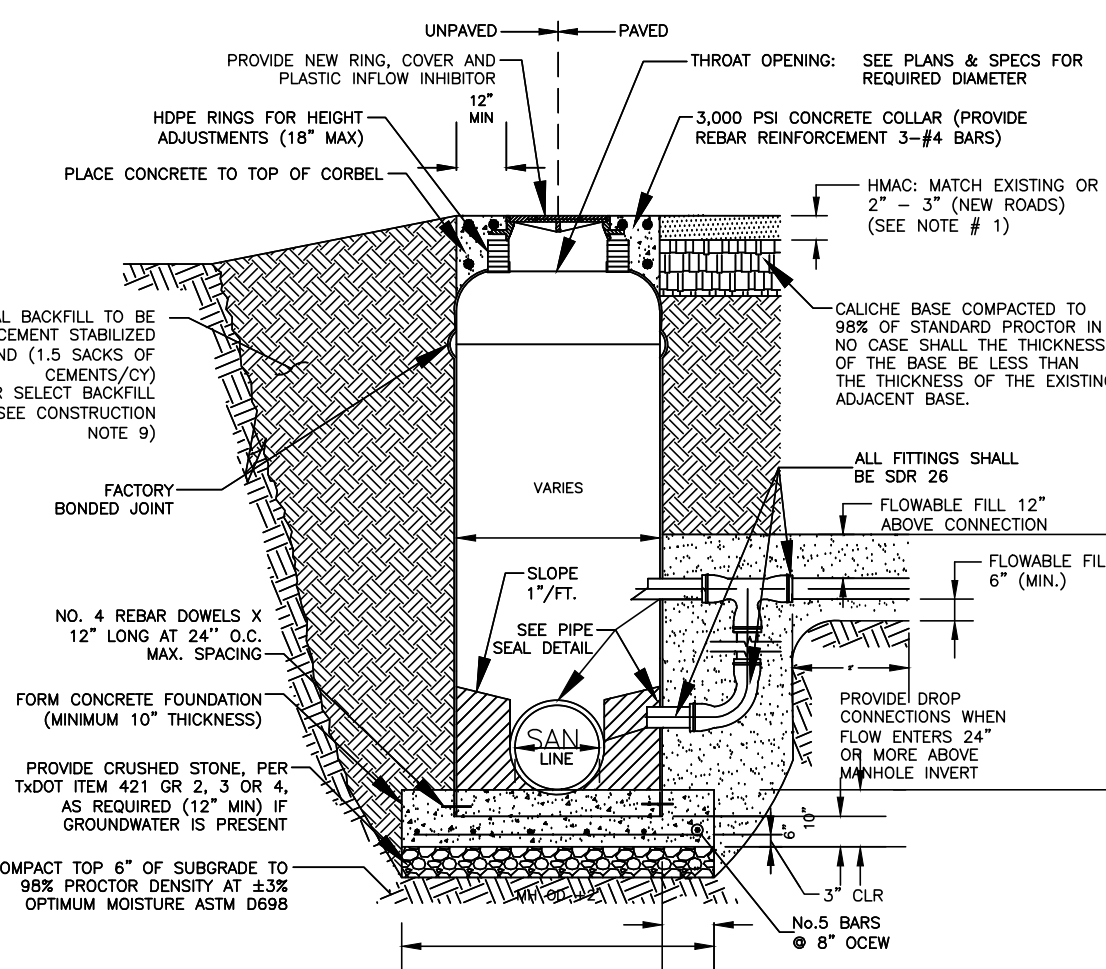
BEFORE ME, the undersigned notary public, on this day personally appeared DOMINIC A. REYNA, proved to me through his/her Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he/she executed the same for the purpose and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2023.

NOTARY PUBLIC- STATE OF TEXAS

*CONSTRUCTION NOTES:

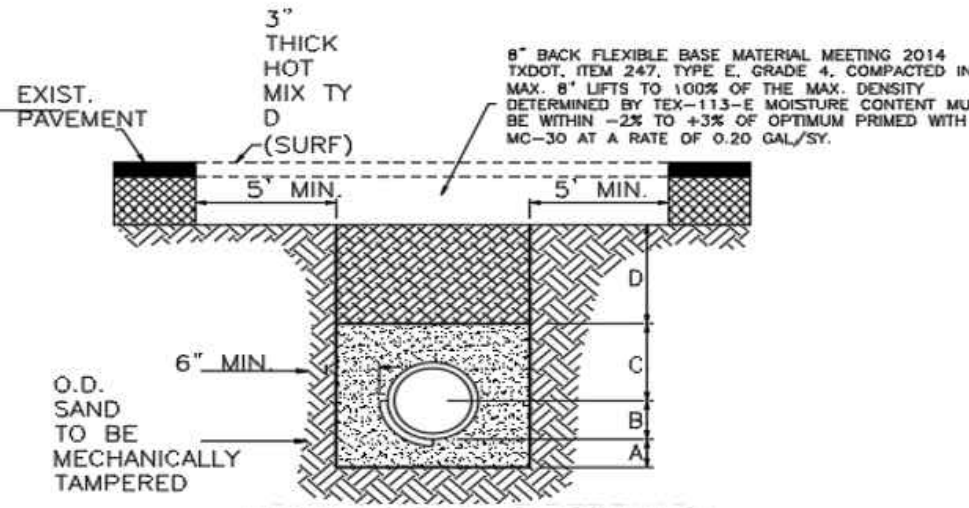
PROVIDE TRENCH PROTECTION TO COMPLY WITH OSHA STANDARDS ON SECTIONS WHERE 5' OR GREATER IS EXCAVATED.



FIBERGLASS SANITARY
SEWER MANHOLE

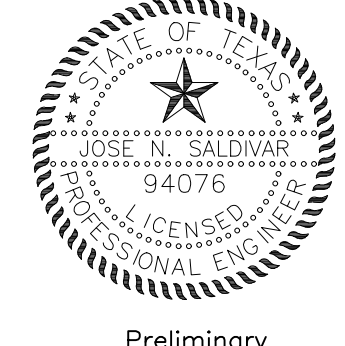
GENERAL WASTEWATER CONSTRUCTION NOTES:

1. H.M.A.C. 2" MINOR RESIDENTIAL, RESIDENTIAL AND MULTI-FAMILY COLLECTOR, MINOR AND PRINCIPAL ARTERIAL STREETS. H.M.A.C. 3" RURAL ARTERIAL STREETS. IN NO CASE SHALL THE THICKNESS OF THE H.M.A.C. BE LESS THAN THE THICKNESS OF THE EXISTING ADJACENT H.M.A.C.
2. THE CONTRACTOR SHALL VISIT THE SITE OF THE WORK AND EXAMINE LOCAL CONDITIONS THAT IS NECESSARY TO ENSURE THAT THE CONTRACTOR THOROUGHLY UNDERSTANDS THE PROJECT AND IS FULLY AWARE OF ALL THE CONDITIONS AND CONSTRAINTS THAT MAY BE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION.
3. THE CONTRACTOR SHALL ADHERE TO ALL TCEQ REGULATIONS PER 30 TAC CHAPTER 217 AND TRENCH SAFETY FOR EXCAVATIONS. THE CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL AND MUST ADHERE TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
4. ALL FIBERGLASS MANHOLES SHALL BE WORKING WITH 0.50" MINIMUM WALL THICKNESS. FIBERGLASS BOTTOM SHALL BE DESIGNED TO WITHSTAND HYDROSTATIC HEAD PRESSURE UNDER ALL CONDITIONS.
5. ALL MANHOLE WALL PENETRATIONS SHALL BE CURED AND SEALED WITH APPROVED TSPMA WATER STOP GASKET ASSEMBLY.
6. THE CONTRACTOR SHALL PROVIDE PROTECTIVE COATING ON ALL EXPOSED CONCRETE SURFACES, INCLUDING CORREL AREA, MANHOLE WALLS AND MANHOLE BENCH.
7. FOR FIBERGLASS MANHOLES WITH WATERIGHT BOTTOM, ADHERE TO ALL MANUFACTURER REQUIREMENTS. FIBERGLASS BOTTOM AND BENCH MUST ALSO BE FACTORY INSTALLED.
8. CEMENT STABILIZED SAND AND SELECT BACKFILL TO BE COMPACTED IN 12 INCH LIFTS TO 98% STD. PROCTOR.
9. ALL DROP CONNECTIONS TO MANHOLE SHALL USE TSPMA WATER STOP GASKET ASSEMBLY.
10. CONCRETE COLLARS WITHIN PAVED AREAS SHALL BE SQUARE.



UTILITY OPEN CUT
STANDARD

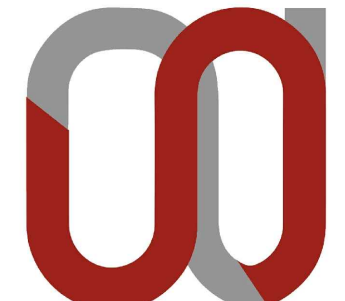
- A. SAND BACK FILL PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")
 - B. SAND BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE (4" LIFTS, MECH. TAMPED).
 - C. SAND BACK FILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE (6" LIFTS, MECH. TAMPED).
 - D. FILL TRENCH W/ SAND (12" LIFTS, MECH. TAMPED).
- FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.



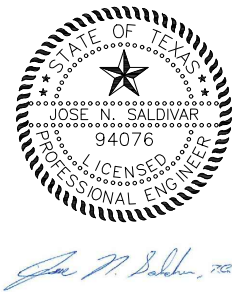
Preliminary

RIO MEADOWS SUBDIVISION
SANITARY SEWER LAYOUT

S2 ENGINEERING, PLLC
CIVIL ENGINEERING & LAND SURVEYING
TDR F-22858 TDL 10194796



SHEET NO. 3
OF 5 SHEETS



RIO MEADOWS SUBDIVISION

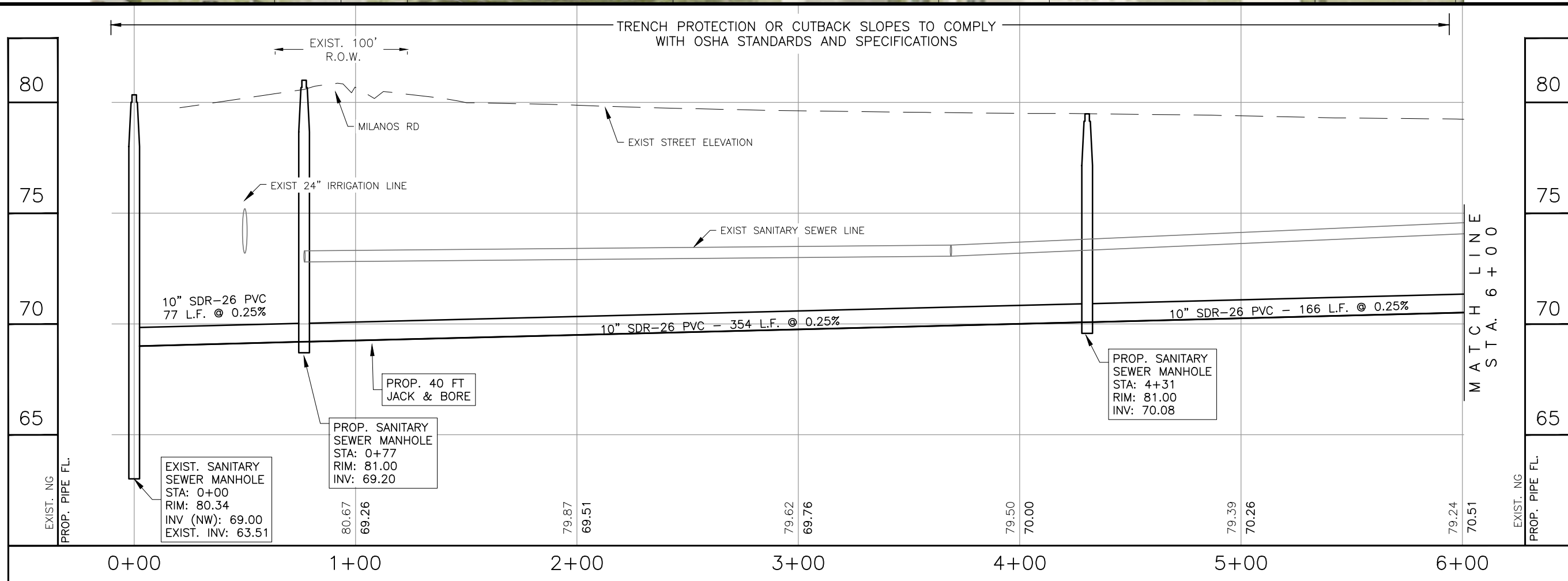
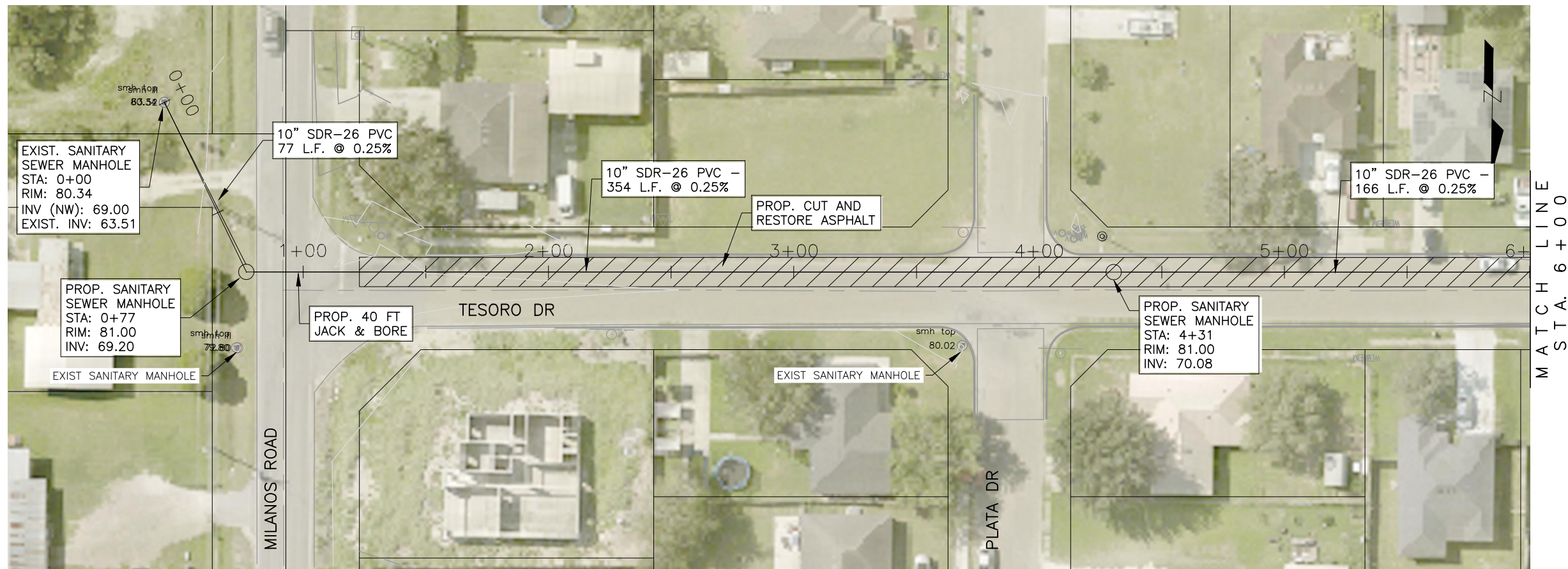
SANITARY SEWER LINE

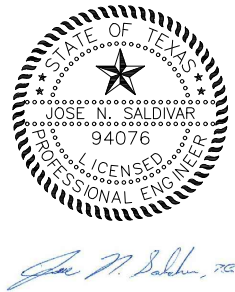
PLAN AND PROFILE
STA. 0+00 - STA. 6+00



2424 MINOSA ST.
MISSION TX, 78574
TEL. (956) 403-9787
F-22858

SCALE: 1"=50"
DRAWN BY: L.M.
CHECKED BY: N.S.
TOPO BY: M.P.
SHEET: C01-01





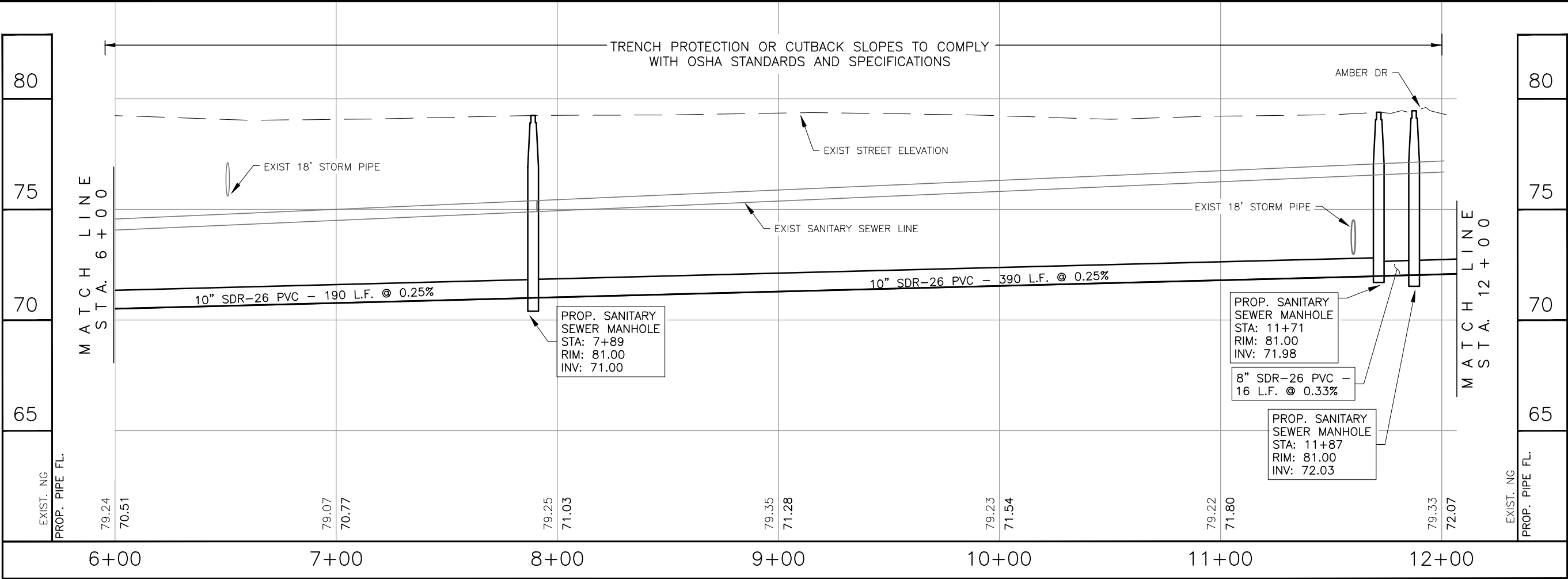
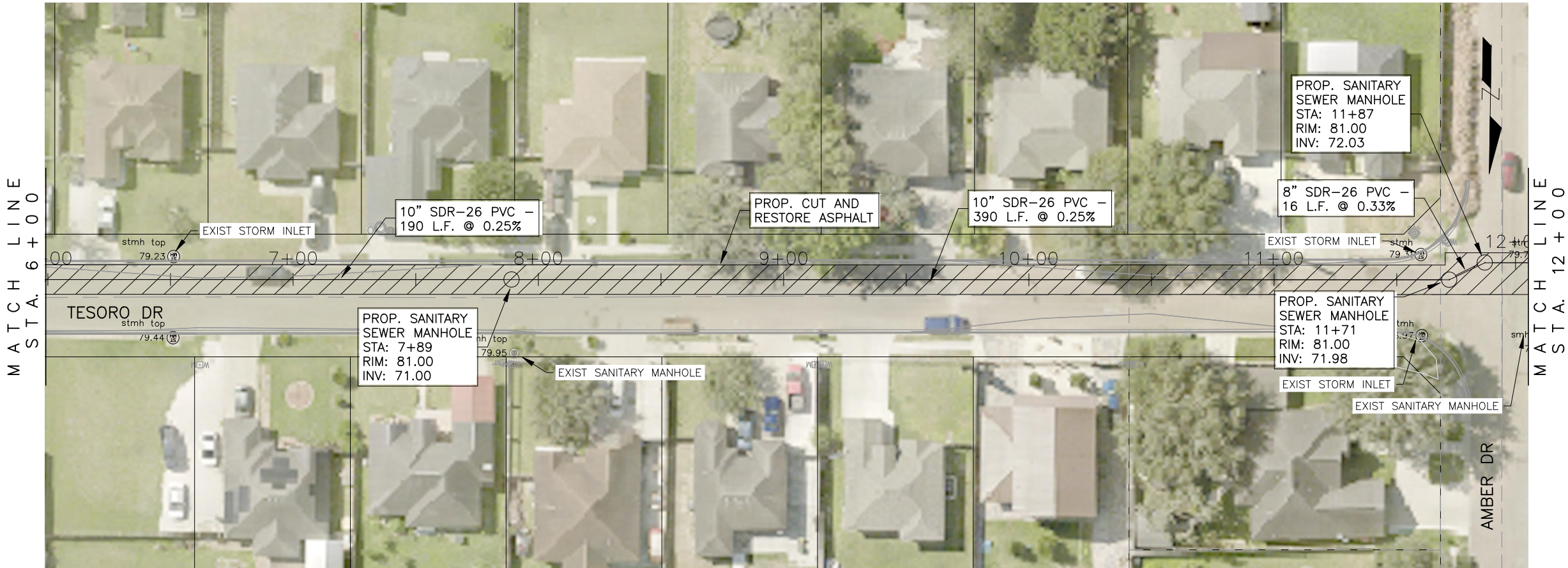
RIO MEADOWS SUBDIVISION

SANITARY SEWER LINE

PLAN AND PROFILE
STA. 6+00 - STA. 12+00

S2 ENGINEERING, PLLC
CIVIL ENGINEERING - CONSTRUCTION MANAGER - TBPE F-22858
TEL. (956) 403-9787
F-22858
2424 MINOSA ST.
MISSION TX, 78574

SCALE:	1"=50"
DRAWN BY:	L.M.
CHECKED BY:	N.S.
TOPO BY:	M.P.
SHEET:	C01-02





Jose N. Saldivar, P.E.

RIO MEADOWS SUBDIVISION

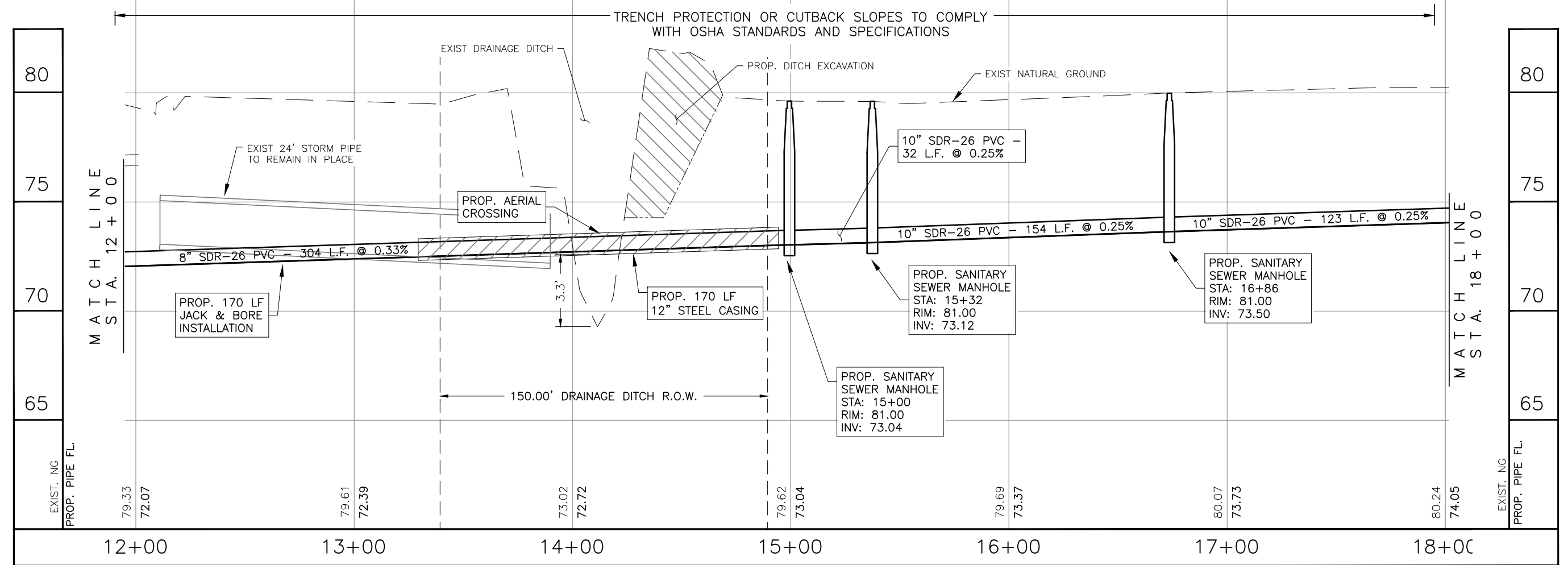
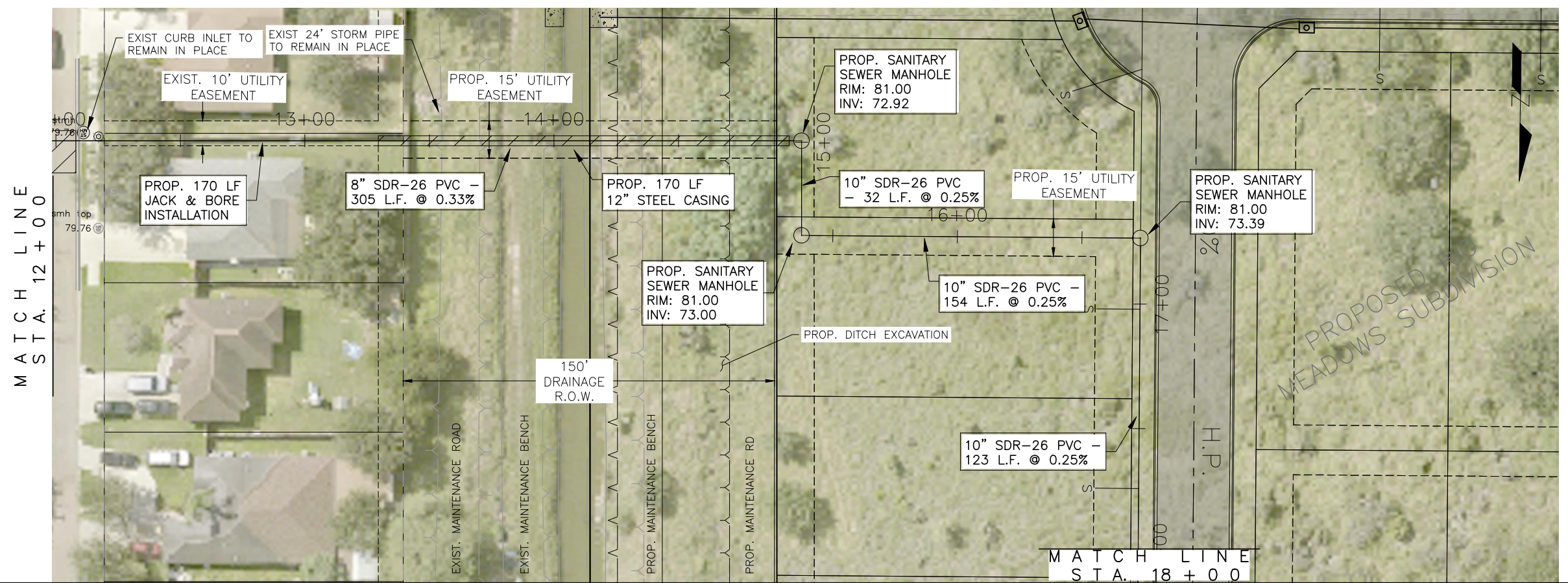
SANITARY SEWER LINE

PLAN AND PROFILE
STA. 12+00 - STA. 18+00



2424 MINOSA ST.
MISSION TX, 78574
F-22858
TEL. (956) 403-9787

SCALE:	1"=50'
DRAWN BY:	L.M.
CHECKED BY:	N.S.
TOPO BY:	M.P.
SHEET:	C01-03



PAVING AND DRAINAGE LAYOUT: RIO MEADOWS SUBDIVISION

DRAINAGE STATEMENT
RIO MEADOWS SUBDIVISION

A. PROJECT LOCATION
Rio Meadows Subdivision is a proposed 56-lot multifamily subdivision in Hidalgo County, located on the east side of Midway St and approximately 1,400 ft south of E Business 83. Being a 20.3 acre tract of land comprised of 5.0 acres out of farm tract 625, and 15.3 acres out of farm tract 626, block 178, west tract subdivision, as recorded in volume 2, pages 24 through 27, Hidalgo County Map Records, Hidalgo County, Texas.

II. FLOOD PLAIN
The proposed subdivision is in Zone "X" (Shading) according to the FEMA FIRM Community Panel No. 480334 0450 C, revised to reflect LOMR dated May 30, 2002. Defined as areas of 500-year/flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 100-year flood.

III. SOIL CONDITIONS
According to the Soil Survey Report prepared for Hidalgo County by the USDA Natural Resources Conservation Service, the site consists of Hidalgo sandy clay loam (28); hydrologic group B.

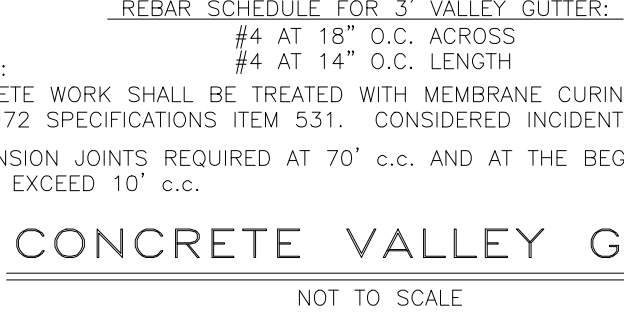
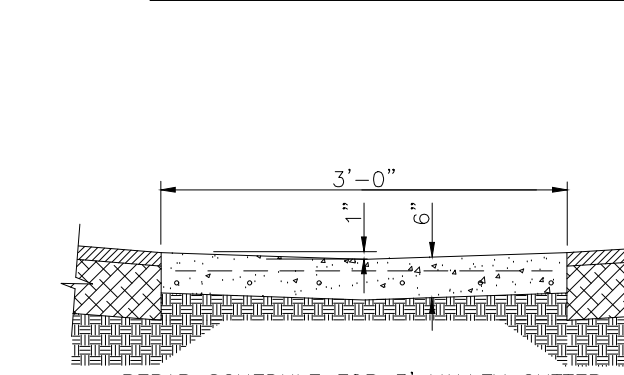
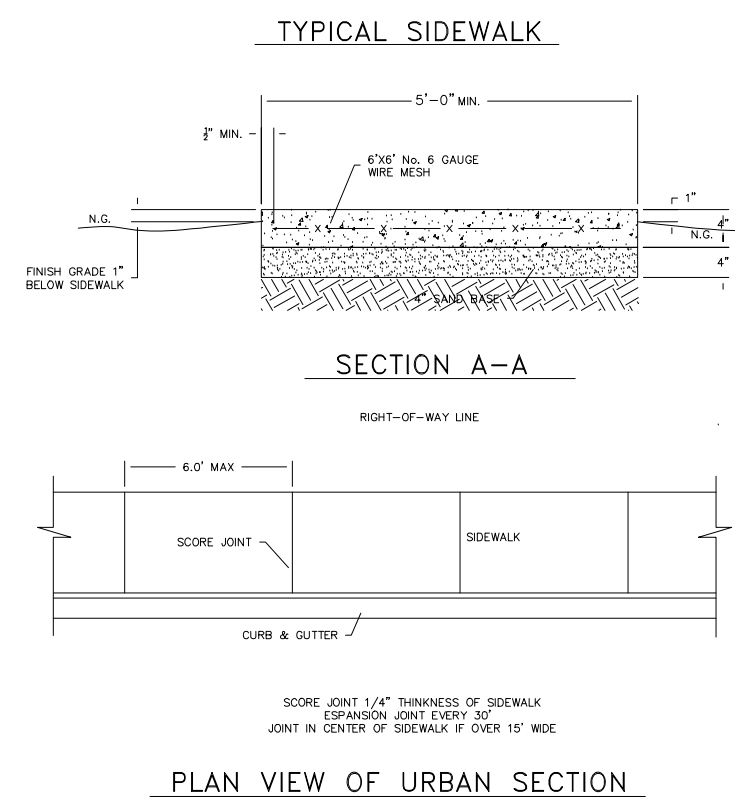
IV. EXISTING CONDITIONS
The existing runoff sheet flows overland towards Midway and the existing drain ditch on the east side of the property. There is currently no apparent drainage system other than natural overland flow. Based on the Rational Method and the attached calculations, an existing 10-year storm event generates 7.86 cfs of runoff. The proposed runoff after development is 44.01 cfs for a 50-year storm event. The proposed project will have an approximate increase of 36.15 cfs of storm runoff for a 50-year storm event.

V. PROPOSED CONDITIONS
In accordance with the county of hidalgo's drainage requirements, 94,779 cubic feet (3,510 cubic yard) of runoff detention will need to be detained for a 50-year storm event. Runoff will be detained by widening of existing drain ditch 37D1, Owned by HCCDP and maintained by HCDD1, east of the subdivision. The system will begin with a 24" pipe and run through type A inlets to finally end up with a 36" to finally outfall on the previously mentioned drain ditch. Runoff will not be increased during a 50-year storm event due to the proposed subdivision.

CERTIFICATION:
By my signature below, I certify that the floodplain for zone "X" (defined as areas of 500 - year/flood; areas of 100 - year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from the 100 - year flood) as described in community panel number No. 480334 0450 C revised to reflect LOMR dated May 30, 2002 is contained within the drainage of the subdivision as shown below.



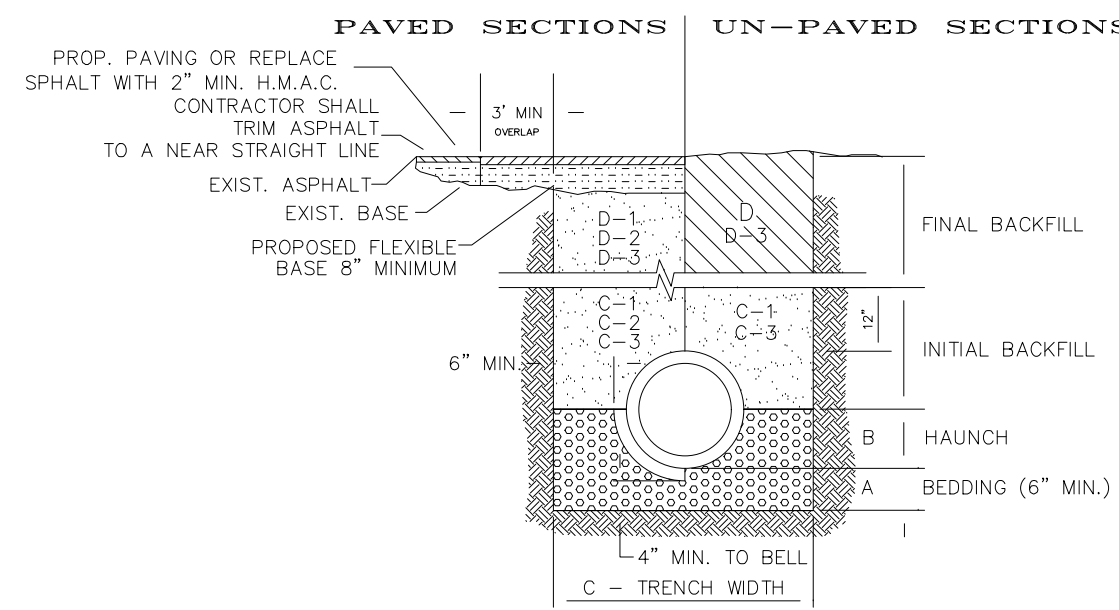
Preliminary
JOSE N. SALDIVAR, P.E. No. 94076



- GENERAL NOTES:
- ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE W/ THD 1972 SPECIFICATIONS ITEM 531. CONSIDERED INCIDENTAL TO CONCRETE WORK.
 - 1/2" EXPANSION JOINTS REQUIRED AT 70' C.C. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' C.C.

CONCRETE VALLEY GUTTER

NOT TO SCALE



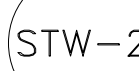
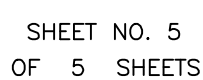
STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

- NOTES:
1. BEDDING FOR RCP CLASS II HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE - SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 4") - 1" RUN GRAVEL 2" MAX SIZE.
 2. HAUNCH FOR RCP CLASS II HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE - SHALL BE CLASS II OR CLASS III (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 98% S.D. AS PER ASTM D1557, 4" LOOSE LIFT, MECHANICAL COMPACTION.
 3. TRENCH WIDTH - SHALL BE 8" MIN. TO 12" MAX. TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4" MIN. THROUGHOUT THE HEIGHT OF THE STRUCTURE.
 4. INITIAL BACKFILL FOR RCP CLASS II HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS, AND COUNTY ROADS - SHALL BE SOL TYPE A2, A3, A4, A5, A6, A7, A8, A9, A10, A11, A12, A13, A14, A15, A16, A17, A18, A19, A20, A21, A22, A23, A24, A25, A26, A27, A28, A29, A30, A31, A32, A33, A34, A35, A36, A37, A38, A39, A40, A41, A42, A43, A44, A45, A46, A47, A48, A49, A50, A51, A52, A53, A54, A55, A56, A57, A58, A59, A60, A61, A62, A63, A64, A65, A66, A67, A68, A69, A70, A71, A72, A73, A74, A75, A76, A77, A78, A79, A80, A81, A82, A83, A84, A85, A86, A87, A88, A89, A90, A91, A92, A93, A94, A95, A96, A97, A98, A99, A100, A101, A102, A103, A104, A105, A106, A107, A108, A109, A110, A111, A112, A113, A114, A115, A116, A117, A118, A119, A120, A121, A122, A123, A124, A125, A126, A127, A128, A129, A130, A131, A132, A133, A134, A135, A136, A137, A138, A139, A140, A141, A142, A143, A144, A145, A146, A147, A148, A149, A150, A151, A152, A153, A154, A155, 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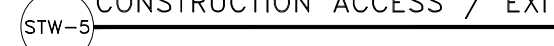


SS2 ENGINEERING, PLLC
CIVIL ENGINEERING & LAND SURVEYING
TBPE F-22858 TBLs 10194796



(STW-2)

- ## SEDIMENT CONTROL FENCE USAGE GUIDELINES
- A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSWEEP 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 2 ACRES.



- | PLAN | | |
|-----------------------------|-----------|--------|
| NON-WOVEN GEOTEXTILE FABRIC | | |
| WEIGHT | OZ/SY | 6 MIN |
| STRENGTH | 1/SEC | 0.5 M |
| OPENING SIZE | LBS | 200 M |
| MIN AT YIELD | SIEVE NO. | 80-100 |
| MAX TENSILE | % | 20-110 |
| MAX TEAR | LBS | 75 M |



STW-4



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6570	
From:			
Subject: Discussion and consideration on amending the Weslaco Chamber of Commerce Lease agreement and authorize the Mayor to execute any related documents. Possible action. (Staffed by Assistant City Manager.)			
Background: The Chamber Board has agreed to amend the original lease agreement to include use of the Board Room and meeting rooms.			
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):			
ANDREW MUNOZ ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Amended lease Chamber of Commerce			
Responsibilities upon Approval: Execute amendment.			

LEASE AMENDMENT

THIS LEASE AMENDING AGREEMENT dated _____ day of _____ between the City of Weslaco, herein referred to as "Lessor" and the Weslaco Chamber of Commerce, herein referred to as "Lessee," both herein referred to as the "Parties."

Whereas, the Lessor and the Lessee entered into the lease (the "Lease Agreement") dated April 18, 2023 for the premises (the "Lease Premises") located at 275 South Kansas, Weslaco, Texas; and

Whereas, the Lessor and the Lessee desire to amend the Lease Agreement on the terms and conditions set forth in this Lease Amending Agreement (the "Agreement"), which will take effect on _____, 2023.

IN CONSIDERATION OF the Lessor and Lessee agreeing to amend their existing Lease Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform, and fulfill the promises, conditions, and agreements below.

- A. The Lease Agreement is amended as follows: all revenues generated from renting of Meeting Rooms 1 and 2, herein as described in Exhibit A, shall be payable monthly to the City of Weslaco.
- B. There shall be no subleasing of any area(s), unless as prescribed in the original Agreement.
- C. The Boardroom shall be co-shared by all three (3) parties. The cleaning of the Boardroom shall be the responsibility of the using party.
- D. Except as otherwise expressly provided in this Agreement, all the terms and conditions of the Lease Agreement remain unchanged and in full force and effect.
- E. This Agreement incorporates and shall be subject to the Lease Agreement.
- F. Subject to terms of the Lease Agreement, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Lessor and Lessee execute this Lease Amending Agreement effective as of the _____ day of _____, 2023.

CITY OF WESLACO, TEXAS

David Suarez, Mayor

Date

WESLACO CHAMBER OF COMMERCE

Authorized Representative

Date

ATTEST

Norma A. Cantu, City Secretary

Date

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

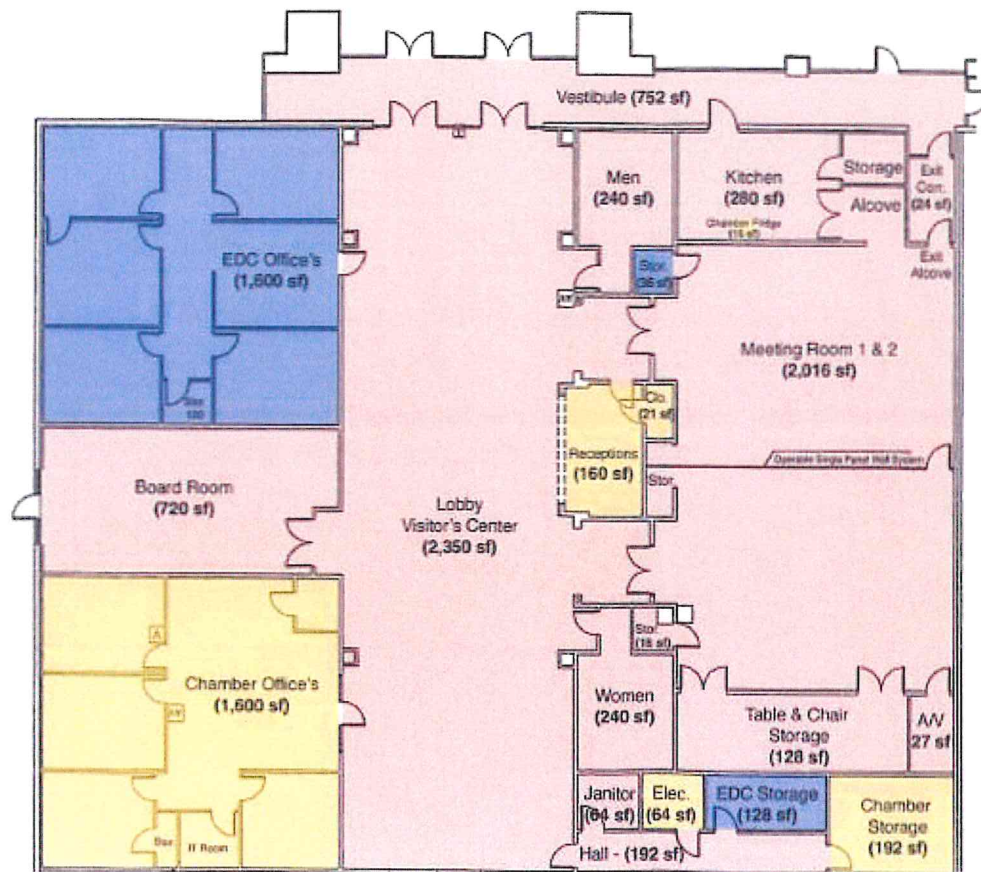
Date

Exhibit A

Weslaco Business & Event Center Square Foot Amounts



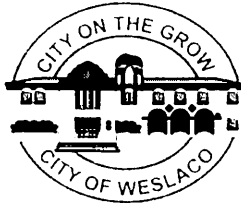
	Common Space	7,050 sf = 64.88%
	Chamber of Comm.	2,053 sf = 18.89%
	Weslaco EDC	<u>1,764 sf = 16.23%</u>
Total Estimated sf		10,866 100%





Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6726	
From:			
Subject: Discussion and consideration to accept or reject Bid RFB: 2022-23-16 for the sale of various properties to the most advantageous respondent and authorize the Mayor to execute any related documents. Possible action. (Staffed by Assistant City Manager.)			
Background: As per the request of the city commission, staff solicited the sale of various public properties for 30 days. Staff received one packet from South Texas Affordable Homes. After receiving the packet, staff proceed with the bid announcement. Based on the packet received, the proposed bids are short of the fair market value appraised price. Staff recommends denying the sale of the various properties.			
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):			
ANDREW MUNOZ ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Disapprove as recommended by staff.			
Staff Recommendation: Staff recommends denial of the proposed bids.			
Attachments, if any: AFFORDABLE HOMES OF SOUTH TEXAS - PROPERTY BID 2022-23-16, finalTAB PUBLIC SALE OF VARIOUS PROPERTIES 2022-23-16			
Responsibilities upon Approval:			



CITY OF WESLACO
PUBLIC SALE OF VARIOUS PROPERTIES / RFB No.: 2022-23-16
BID FORM

The Affordable Homes of South Texas, Inc. (respondent), having read the instructions and specifications, propose a bid to purchase property.

The undersigned affirms they are duly authorized to execute this bid, and that bid is not in partnership or individual has not prepared this bid in collusion with any other individual, and that the contents of this bid as to price, terms conditions of said bid have not been communicated by the undersigned not by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

PROPERTY: Lots 1-3, Block 5, Gonzales Addition (402 N Kansas Ave)

\$20,250.00

PROPERTY: Lots 4-5, Block 8, Weslaco Original Townsite (206 S Palmas St.)

\$9,600.00

PROPERTY: Lots 9-10, Block 6, Weslaco Original Townsite (118 S Liberty St.)

\$9,600.00

PROPERTY: Lot 14, Block 9, Weslaco Original Townsite (407 Hidalgo Street)

\$ 4,800.00

PROPERTY: Lot 15, Block 9, Weslaco Original Townsite (409 Hidalgo Street)

\$ 4,800.00

The bid form must be signed by an authorized representative to become valid and be accompanied with cashier's check in the amount of \$500.00 for each property being bid on.

Name: Robert Calvillo, Executive Director

Address: City/ 1420 Erie Ave.,

State/Zip: McAllen, Texas 78501

Phone: 956-687-6263

Fax No.: N/A

Signature: _____

Robert Calvillo, Affordable Homes of South Texas, Inc.

Please print above signature

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

Re: RFB No.: 2022-23-16: Public Sale of Various Properties

Dear Mr. Rhodes,

On behalf of Affordable Homes of South Texas, Inc. please find enclosed the following documents:

- 1) Bid Form for five Properties
- 2) Proof of Financial Viability verification through Frost Account 80-0321494 & 2022 Audited Financials
- 3) Five Cashier Checks dated 05/26/23 in the amount of \$500 each:
 - a. 080029305- 402 N. Kansas Ave.
 - b. 080029307- 206 S. Palmas St.
 - c. 080029308- 118 S. Liberty St.
 - d. 080029309- 407 Hidalgo St.
 - e. 080029310- 409 Hidalgo St.

Should you have any questions on any of the items, please do not hesitate to contact me at 956-447-8909 or via email at ctorres@ahsti.org.

Best regards,



Cynthia Torres,
Director of Grants and Resource Development

**Frost**

P.O. Box 1600 San Antonio, Texas 78296

**Cashier's
Check**

No. 080029305

30-9

1140

Remitter: Affordable Homes of
South Texas IncMay 26, 2023****FIVE HUNDRED DOLLARS AND 00 CENTS****\$500.00PAY
TO THE
ORDER OF
City of Weslaco

DRAWER FROST BANK

AUTHORIZED SIGNATURE
ISSUER ACCEPTS AS DRAWER/DRAWEEPAYABLE THRU:
FROST BANK
SAN ANTONIO, TX 78296**Frost Bank****CUSTOMER'S COPY
NON-NEGOTIABLE**

080029305

080

Op: 2508

Payee: City of Weslaco

May 26, 2023

RFB NO: 2022-2316

402 N. Kansas Ave.

Remitter: Affordable Homes of
South Texas Inc

Amount: \$500.00

Fee:

Total: \$500.00

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
*RESERVED FOR FINANCIAL INSTITUTION USE**

NOTICE TO CUSTOMER: The purchase of a Surety Bond and/or execution of an Indemnity Agreement may be required before the check is replaced or refunded in the event it is lost, misplaced or stolen.

**Frost**

P.O. Box 1600 San Antonio, Texas 78296

**Cashier's
Check**

No. 080029308

30-9
1140Remitter: Affordable Homes of
South Texas IncMay 26, 2023***FIVE HUNDRED DOLLARS AND 00 CENTS***\$500.00PAY
TO THE
ORDER OF
City of Weslaco

DRAWER FROST BANK

AUTHORIZED SIGNATURE
ISSUER ACCEPTS AS DRAWER/DRAWEEPAYABLE THRU:
FROST BANK
SAN ANTONIO, TX 78296**Frost Bank****CUSTOMER'S COPY
NON-NEGOTIABLE**

080029308

080

Op: 2508

Payee: City of Weslaco
RFB NO.: 2022-23-14
118 S. Liberty St.

May 26, 2023

Remitter: Affordable Homes of
South Texas Inc

Amount: \$500.00

Fee:

Total: \$500.00

ENDORSE HERE

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**Frost**

P.O. Box 1600 San Antonio, Texas 78296

**Cashier's
Check**

No. 080029309

30-9
1140Remitter: Affordable Homes of
South Texas IncMay 26, 2023***FIVE HUNDRED DOLLARS AND 00 CENTS***\$500.00PAY
TO THE
ORDER OF
City of Weslaco

DRAWER FROST BANK

AUTHORIZED SIGNATURE
ISSUER ACCEPTS AS DRAWER/DRAWEEPAYABLE THRU:
FROST BANK
SAN ANTONIO, TX 78296080
BANK

Name

Frost Bank**CUSTOMER'S COPY
NON-NEGOTIABLE**

080029309

080

Op: 2508

Payee: City of Weslaco

May 26, 2023

RFB NO.: 2022-23-16

407 Hidalgo St.

Remitter: Affordable Homes of
South Texas Inc

Amount: \$500.00

Fee:

Total: \$500.00

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**Frost**

P.O. Box 1600 San Antonio, Texas 78296

**Cashier's
Check**

No. 080029310

30-9
1140Remitter: Affordable Homes of
South Texas IncMay 26, 2023****FIVE HUNDRED DOLLARS AND 00 CENTS****\$500.00PAY
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FROST BANK
SAN ANTONIO, TX 78296**Frost Bank****CUSTOMER'S COPY
NON-NEGOTIABLE**

080029310

080

Op: 2508

Payee: City of Weslaco

May 26, 2023

RFBND: 2022-23-14

409 thda lgo st.

Remitter: Affordable Homes of
South Texas Inc

Amount: \$500.00

Fee:

Total: \$500.00

ENDORSE HERE

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P.O. Box 2678 McAllen, Texas 78502 Member FDIC

FOR INFORMATION CALL
956-668-3001 OR 1-800-513-7678

STATEMENT ISSUED
04-28-2023

Page 1 of 2

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AFFORDABLE HOMES OF SOUTH TEXAS INC

1420 ERIE AVE
MCALLEN TX 78501

0

Interested in accepting in-store, online or mobile credit
and debit card payments? Frost Merchant Services can help.
Contact Customer Service at (800)513-7678 to get started.

BUSINESS MONEY MARKET : ACCOUNT NO. 88-83-11282

BALANCE LAST STATEMENT	DEPOSITS		WITHDRAWALS		BALANCE THIS STATEMENT
	NO.	AMOUNT	NO.	AMOUNT	
155,378.82	0	190.29	0	.00	155,569.11

DEPOSITS/CREDITS

DATE	AMOUNT	TRANSACTION	DESCRIPTION
04-30	190.29	INTEREST PAID	

Signature

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03-31	155,378.82	04-28	155,569.11		

00000227-TDFRST02003900037781-LETTER01_10Z-000000 REG

AFFORDABLE HOMES OF SOUTH TEXAS, INC.

Consolidated Financial Statements
Independent Auditor's Report
Single Audit Reports
Supplemental Information

September 30, 2022

WEST, DAVIS & COMPANY, LLP
Certified Public Accountants
Austin, Texas

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
AUDITED FINANCIAL STATEMENTS AND SINGLE AUDIT REPORTS
YEAR ENDED SEPTEMBER 30, 2022

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WEST, DAVIS & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS

11824 JOLLYVILLE ROAD, SUITE 100

AUSTIN, TEXAS 78759

TELEPHONE 503-828-6650

GARY W. DAVIS, C.P.A.

ROBERT H. WEST, C.P.A.

ROBERT H. WEST, JR., C.P.A.

gary@westdavis.com

bob@westdavis.com

rob@westdavis.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Affordable Homes of South Texas, Inc.
McAllen, Texas

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Affordable Homes of South Texas, Inc. (a nonprofit corporation) and Affiliates (for-profit corporations), which comprise the consolidated statement of financial position as of September 30, 2022, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Affordable Homes of South Texas, Inc. as of September 30, 2022, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audits of the Financial Statements section of our report. We are required to be independent of Affordable Homes of South Texas, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Affordable Homes of South Texas, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibility for the Audits of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that the audits conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing the audits in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Affordable Homes of South Texas, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Affordable Homes of South Texas, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control related matters that we identified during the audits.

Report on Summarized Comparative Information

We have previously audited Affordable Homes of South Texas, Inc.'s 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 18, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2021 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements taken as a whole. The supplementary schedules on pages 28 to 31 are presented for purposes of additional analysis and are not a required part of the financial statements. The accompanying schedule of expenditures of federal awards, as required by *Title 2 U.S. Code of Federal Regulations (CFR) Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is presented for purposes of additional analysis, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 12, 2023, on our consideration of Affordable Homes of South Texas, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Affordable Homes of South Texas, Inc.'s internal control over financial reporting and compliance.

West, Davis & Company, LLP

Certified Public Accountants

Austin, Texas

January 12, 2023

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2022
(WITH COMPARATIVE TOTALS FOR 2021)

Assets		2022	2021
Current assets			
Cash	\$	17,437,224	\$ 16,704,794
Cash, restricted		-	-
Programmatic investment		4,560,311	4,628,136
Grants receivable		64,812	655,047
Current portion of mortgage loans receivable		2,099,965	2,618,803
Prepaid expenses and other assets		293,487	159,621
Current portion of land held for construction		2,100,000	2,100,000
Construction in progress		1,922,772	820,756
Homes held for sale		1,934,812	1,766,980
Total current assets		30,413,384	29,454,137
Property and equipment, net		9,529,963	9,126,789
Other long-term assets			
Mortgage loans receivable, net of current portion		60,201,453	59,865,373
Land held for construction, net of current portion		6,394,966	8,052,955
Total other long-term assets		66,596,418	67,918,328
Total assets	\$	106,539,765	\$ 106,499,254
Liabilities and Net Assets			
Current liabilities			
Accounts payable and accrued expenses	\$	1,321,014	\$ 1,111,165
Current portion of long-term debt		4,610,974	4,664,169
Deferred revenue		90,400	90,400
Escrow and other liabilities		2,530,025	2,802,573
Total current liabilities		8,552,414	8,668,308
Long-term liabilities			
Note payable, net of current portion		37,327,700	39,114,857
Equity equivalents		6,325,000	5,625,000
Total long-term liabilities		43,652,700	44,739,857
Total liabilities		52,205,114	53,408,165
Net assets			
Without donor restrictions		53,584,357	52,254,653
With donor restrictions		750,294	836,436
Total net assets		54,334,651	53,091,089
Total liabilities and net assets	\$	106,539,765	\$ 106,499,254

The accompanying notes are an integral part of the financial statements.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
CONSOLIDATED STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2022
(WITH COMPARATIVE TOTALS FOR 2021)

	2022			2021
	Without Donor Restrictions	With Donor Restrictions	Total	
Revenue and support				
Public support				
Contributions and grants	\$ 3,817,302	\$ -	\$ 3,817,302	\$ 6,841,206
Revenue				
Interest	3,190,609	-	3,190,609	3,222,752
Contract fees	209,896	-	209,896	212,902
Services revenue	-	-	-	-
Other	346,735	-	346,735	410,352
Sale of land and homes				
Gross proceeds	8,023,735	-	8,023,735	9,134,893
Cost of sales	(5,794,085)	-	(5,794,085)	(6,843,686)
Rental				
Revenue	473,167	-	473,167	545,626
Direct expenses	(409,059)	-	(409,059)	(373,097)
Total public support and revenue	9,858,300	-	9,858,300	13,150,948
Net assets released from restrictions	86,142	(86,142)	-	-
Total revenue and support	9,944,442	(86,142)	9,858,300	13,150,948
Expenses				
Program services - housing	6,377,991	-	6,377,991	8,533,830
TuCasa	598,476	-	598,476	624,798
Management and general	1,634,722	-	1,634,722	1,351,632
Fundraising	3,549	-	3,549	251,637
Total expenses	8,614,738	-	8,614,738	10,761,897
Change in net assets	1,329,704	(86,142)	1,243,562	2,389,052
Net assets at beginning of year	52,254,653	836,436	53,091,089	50,702,037
Net assets at end of year	\$ 53,584,357	\$ 750,294	\$ 54,334,651	\$ 53,091,089

The accompanying notes are an integral part of the financial statements.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2022
(WITH COMPARATIVE TOTALS FOR 2021)

	2022	2021
Cash flows from operating activities		
Change in net assets	\$ 1,243,562	\$ 2,389,052
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	305,541	291,694
(Increase) decrease in operating assets		
Grants receivable	590,235	(116,857)
Prepaid expenses and other assets	(133,865)	488,870
Homes held for sale	(167,832)	1,502,372
Construction in progress	(1,102,017)	(39,873)
Land held for construction	1,657,989	(2,522,766)
Increase (decrease) in operating liabilities		
Accounts payable and accrued expenses	209,849	(148,666)
Escrow and other liabilities	(272,548)	166,488
Net cash provided (used) by operating activities	2,330,914	2,010,314
Cash flows from investing activities		
Purchases of programmatic investments	-	(500,400)
Payments collected on programmatic investments	67,825	47,808
Property and equipment purchases	(1,458,598)	(78,925)
Property and equipment sales	749,883	460,299
Mortgage loans receivable disbursed	(4,852,801)	(6,677,648)
Payments received on mortgage loans receivable	5,035,559	5,316,632
Net cash provided by investing activities	(458,132)	(1,432,234)
Cash flows from financing activities		
Proceeds from debt	2,874,298	9,313,110
Principal payments on debt	(4,014,650)	(2,635,005)
Net cash provided by financing activities	(1,140,352)	6,678,105
Net increase (decrease) in cash	732,430	7,256,185
Cash at beginning of year	16,704,794	9,448,609
Cash at end of year	\$ 17,437,224	\$ 16,704,794
Supplementary Disclosure of Cash Flow Information:		
Cash paid during the year for interest	\$ 1,256,458	\$ 1,157,871

The accompanying notes are an integral part of the financial statements.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED SEPTEMBER 30, 2022
(WITH COMPARATIVE TOTALS FOR 2021)

	Program Services				2022	
	Program Services	TuCasa	Management and General	Fundraising	Total	2021
Personnel costs						
Salaries and wages	\$ 1,614,565	245,322	943,521	2,057	2,805,465	2,869,432
Payroll taxes	119,501	48,705	261,773	571	430,549	418,363
Employee benefits	360,650	-	-	-	360,650	176,753
Total personnel costs	2,094,716	294,027	1,205,294	2,628	3,596,665	3,464,548
Interest	1,256,457	15,798	-	-	1,272,255	1,214,661
Loan subsidies	1,189,366	-	-	-	1,189,366	2,405,393
Rental and mortgage assistance	563,308	-	-	-	563,308	1,968,147
Insurance	195,019	8,151	106,344	232	309,745	265,163
Professional fees	50,337	10,054	27,449	60	87,899	157,330
Maintenance, lots and subdivision	198,647	16,589	-	-	215,236	202,810
Rental and contractual	130,337	2,138	71,073	155	203,703	129,234
Other	57,907	40,621	11,198	9	109,735	38,057
Advertising	60,574	45,211	33,031	72	138,889	99,379
Computer expense	70,857	1,475	38,638	84	111,054	81,513
Commissions	8,200	106,205	-	-	114,405	73,699
Utilities	40,101	4,784	21,867	48	66,800	68,011
Office supplies	40,431	4,250	22,047	48	66,777	74,413
Dues and Subscription	28,564	16,309	15,576	34	60,484	90,399
Taxes	18,502	27,351	10,089	22	55,964	47,029
Vehicle expense	31,415	505	17,131	37	49,088	43,209
Refund of Home Investments	32,119	-	-	-	32,119	147,043
Training and travel	15,300	3,000	8,343	18	26,662	11,259
Telephone	13,695	2,008	7,468	16	23,188	28,662
Impairment loss	15,855	-	-	-	15,855	52,535
Total expenses before depreciation	6,111,709	598,476	1,595,549	3,463	8,309,197	10,662,495
Depreciation	266,282	-	39,173	85	305,541	99,402
Total expenses	\$ 6,377,991	598,476	1,634,722	3,549	8,614,738	10,761,896
Percent of total expenses	74.04%	6.95%	18.98%	0.04%	100.00%	

The accompanying notes are an integral part of the financial statements.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Note 1 – The Organization

Affordable Homes of South Texas, Inc. (AHSTI) operates pursuant to a charter granted by the State of Texas and is recognized as a 501(c) (3) nonprofit corporation for federal income tax purposes. AHSTI was organized for the purpose of providing housing for qualified low-income families within the City of McAllen, Texas (City) and South Texas. AHSTI achieves this by providing mortgage loans for new homes or for the rehabilitation of existing homes. AHSTI is principally funded through the City's Community Development Block Grant Program (CDBG), the City's Home Investment Partnership Program (HOME), Hidalgo County's Home Investment Partnership Program, and low interest loans from public and private organizations. Although funding is received from the City and the County for financial reporting purposes, AHSTI is not considered a component unit of the City or the County as defined by Governmental Accounting Standards Board Statement 14 - "The Financial Reporting Entity."

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles and the principles of fund accounting. Fund accounting is the procedure by which resources for various purposes are classified for accounting purposes in accordance with activities and objectives specified by donors.

Basis of Consolidation

In January of 2013, AHSTI formed Tu Casa Investments, Inc., A Texas corporation wholly owned by AHSTI. In May of 2014 AHSTI formed Esperanza RGV Real Estates, LLC, Neighborhood Alliance Management, LLC, Framework Homes, LLC, Hope Insurance Agency, LLC and Spirit Mortgage. LLC., in April of 2015 formed RGV Tierra Properties, LLC, in May 2022 formed Esperanza on Fifth, LLC DBA Esperanza Medicare Services, all Texas limited liability companies wholly owned by TuCasa investments, Inc. The financial statements of AHSTI and its wholly owned subsidiaries are presented in the financial statements on a consolidated basis as both have common board members and management. Inter-organization transactions and balances have been eliminated for financial statement purposes.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with the disclosure and display requirements of the Financial Accounting Standards Board (FASB) as set forth in its Accounting Standards Update 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. Under these provisions, net assets and all balances and transactions are presented based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of AHSTI and changes therein are classified and reported as follows:

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of AHSTI. These net assets may be used at the discretion of AHSTI's management and the board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of AHSTI or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Contributions, which include unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until they become unconditional, that is when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value. All other support that is restricted by the donor is reported as an increase in net assets with donor restrictions.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. Support that is restricted by the donor is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the support is recognized.

Fair Value Measurements

Investments are shown at their estimated fair value in accordance with FASB ASC 820, "Fair Value Measurements and Disclosures". Certain financial instruments are carried at cost on the balance sheet, which approximates fair value due to their short-term, highly liquid nature. These instruments include cash and cash equivalents, grants receivable, prepaid expenses, accounts payable, accrued liabilities, and deferred revenue.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the organization believes its valuation methods are appropriate and consistent with other organizations, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Revenue Recognition

AHSTI recognizes loan interest revenue over the term of the loan. Loan fees are earned when the loan transaction is finalized.

Grants from governmental agencies which are conditional on the performance of specified program services or activities are recorded as revenue when the related expenses stipulated by the grants are incurred.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Cash and Cash Equivalents

For purposes of the financial statements, the organization considers all liquid investments having initial maturities of three months or less to be cash equivalents.

Restricted Cash

Restricted cash consists of cash accounts that are required to be maintained for a specific purpose or required by the grantor. Cash accounts restricted include the Community Development Financial Institution Fund account, the Neighborworks® Fund account, and other miscellaneous minor accounts.

Grants Receivable

Grants receivables are stated at the amount management expects to collect from balances outstanding at year-end. Management evaluates the need for an allowance for doubtful accounts applicable to its grant's receivable based on various factors, including an assessment of the credit worthiness of its donors, aging of the amount due and historical experience. Based on management's assessment of the credit history with clients having outstanding balances and current relationships with them, it has concluded that realization losses on grants receivable balances outstanding at year-end have been adequately provided for.

Mortgage Loans Receivable and Interest Income on Loans

Mortgage loans receivable also includes deferred mortgage loans, which do not accrue interest and do not require principal payments until payoff of the first mortgage. Mortgage loans are stated net of an allowance for soft liens that are to be forgiven over time, as well as an allowance for loan losses. The allowance for loan losses is established through a provision for loan losses charged to expense. Loans are charged against the allowance when management believes that the collectability of the principal is unlikely. The allowance is an amount that management believes will be adequate to absorb losses inherent in existing loans based on evaluations of the collateral and prior loan loss experience.

The allowance for loan losses is based on management's estimates of the creditworthiness of its borrowers, current economic conditions, and historical information. Ultimate losses, however, may vary materially from current estimates at September 30, 2022.

Inventory of Homes and Land

AHSTI buys foreclosed homes, then repairs them and rents them to qualified families. AHSTI also buys land for development and sells developed lots and homes to qualified families. Inventory consists principally of single-family homes, land under development and improved lots, and rehabilitated homes purchased under the Neighborhood Stabilization Program. Inventory includes land and development costs; direct construction costs and capitalized indirect construction costs.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

The costs of acquiring and developing land are allocated to the parcels to which these costs relate. Inventory, which includes land held for construction and homes held for sale, is stated at the lower of cost or fair value.

Real Estate Activities

All project costs (pre-acquisition, acquisition, development, and construction) are recorded when incurred in the construction in progress accounts. Construction period interest is not significant and is not included in the construction cost. Upon completion of the property and sale, AHSTI removes the cost of the property and recognizes a gain for the excess of the sales price over the cost.

Construction in progress represents the costs associated with construction of single-family residences and costs associated with residential rehabilitation projects. The cost of houses includes actual construction costs and actual closing costs.

Property and Equipment

Property and equipment over \$1,000 are recorded at cost if purchased or fair value if donated. Expenses for repairs that materially extend the useful life of an asset are capitalized at cost. Depreciation is provided using the straight-line method with estimated useful lives for building of 30 years, leasehold improvements of 5 years, and vehicles and equipment of 5-20 years.

Permanently Restricted Net Assets

NeighborWorks® America Revolving Loan and Capital Projects Fund – represents funds provided by NeighborWorks® America for making loans and for capital projects. All resources granted to this fund must be maintained permanently. AHSTI is permitted to transfer or expend only the income (or other economic benefits) derived from capital assets in excess of the Capital Fund Agreement (corpus).

Expense Allocation

Costs by their natural classification are presented in the statement of functional expenses. The costs of providing various programs and other activities of AHSTI have been summarized on a functional basis by the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenditures benefiting all segments of AHSTI are allocated to programs in proportion to the benefits received from shared expenditures. Such allocations are determined by management on an equitable basis based on employee time and effort estimates.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from the estimates and assumptions used.

Income Taxes

AHSTI is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. In addition, AHSTI qualifies for the charitable contribution deduction under IRC Section 170(b)(1)(A) and has been classified as an organization that is not a private foundation under IRC Section 509(a)(2). No provision for income taxes has been made in the accompanying financial statements, as there are no activities subject to unrelated business income tax

On January 1, 2009, AHSTI adopted the provisions of Interpretation ("FIN") No. 48, "Accounting for Uncertainty in Income Taxes - an Interpretation of FASB Statement No. 109" (ASC 740). ASC 740 prescribes a new threshold for determining when an income tax benefit can be recognized, which is a higher threshold than the one imposed for claiming deductions on income tax returns. The adoption of ASC 740 did not have any impact on AHSTI's financial statements.

AHSTI's tax returns are subject to possible examination by the taxing authorities until the expiration of the related statutes of limitations on those tax returns. In general, the returns have three-year statute of limitations.

Reclassifications

Certain prior year amounts have been reclassified to conform to the current presentation.

Summarized Financial Information for 2021

The financial information as of September 30, 2021, and for the year then ended is presented for comparative purposes and is not intended to be a complete financial statement presentation.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Note 3 – Availability and Liquidity

The following represents Affordable Homes of South Texas, Inc., assets and liabilities on September 30, 2022:

Financial assets at year end:	
Cash and Cash equivalents	\$ 17,437,224
Current portion of loans receivable	2,099,965
Grants and contracts receivable	64,812
	<u>19,602,001</u>
Less financial liabilities at year end:	
Program accounts payable and accrued liabilities	(1,321,014)
Current portion of long term debt	(4,610,974)
Escrow payable	(2,530,025)
Total financial liabilities at year end	<u>(8,462,013)</u>
Financial assets available to meet general expenditures over the next twelve months	
	<u>\$ 11,139,988</u>

Note 4 – Programmatic Investments

In 2015, AHSTI through its wholly owned subsidiary, RGV Tierra Properties, LLC, invested \$520,000 in NALCAB Network Investors, a limited liability company organized for the purpose of providing affordable housing opportunities to low-income and minority individuals. Investments at September 30, 2022 consisted of a \$471,262 partnership interest in NALCAB Network Investors, LLC.

In 2017, AHSTI invested \$200,000 in Amstar Partners I, L.P., a limited liability company organized for the purpose of providing affordable housing opportunities to low-income and minority individuals. Investments at September 30, 2022 consisted of a \$160,743 partnership interest in Amstar Partners I, LP.

In 2018, AHSTI invested \$500,000 in LiftFund Inc. through an unsecured note bearing interest at 2.75% maturing in October 2025 for the purpose of providing capital through LiftFund to colonia communities under the HUD Border Community Capital Initiative.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Note 4 – Programmatic Investments (continued)

In 2019, AHSTI invested \$2,740,706 in HPN Leverage IV, LLC. See note 19 for details of the investment and new market tax credit. HPN Leverage IV, LLC was valued at \$2,740,706 at September 30, 2022.

At September 30, 2022 AHSTI, has invested \$687,600 in Federal Home Loan Bank stock.

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quoted prices in active markets for which prices are readily available for identical assets and have the highest priority, Level 2 inputs consist of observable inputs other than quoted prices for identical assets, and Level 3 inputs consist of unobservable inputs that are not corroborated by market data and have the lowest priority. Certain inputs are classified as Level 2 if the value is derived principally from the market value of underlying partnership investments, nonpublic traded securities, or other real estate-related investments. Accordingly, the organization's programmatic investments are all considered level 2 investments.

While management believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date.

Note 5 – Grants Receivables

Grants receivables consist of the following at September 30, 2022:

City of McAllen – HOME Funds	\$38,224
City of McAllen - CDBG	26,588
	<u><u>\$ 64,812</u></u>

All receivable balances outstanding at September 31, 2022 have been collected. No allowance for uncollectible amounts is provided since all amounts were deemed collectible.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Note 6 – Mortgage Loans Receivable

Mortgage loans receivable are carried at the amount of the outstanding principal balance of the loans. Interest is recognized monthly as it accrues. The mortgage loans receivables are collateralized by the underlying real estate. A minimal allowance is sufficient because the real estate collateral value exceeds the principal balance on the loans. Therefore, mortgage loans receivable is not put on non-accrual or charged off because the amounts will be realized upon foreclosure and re-sale.

Loans are considered past due based on how recently payment has been received. The maximum loss that AHSTI would incur if the parties to the mortgage loans receivable failed to perform would be the book value of the loan, less any amount recovered through foreclosure and resale. The carrying value of mortgage loans receivable used as collateral for debt is \$16,730,696 at September 30, 2022 and \$15,070,535 at September 30, 2021.

Mortgage loans receivable at September 30, 2022 consisted of the following:

CDBG funded	\$ 1,799,350
HOME funded	3,929,825
HPN funded	3,691,322
Bank funded	53,067,322
Others	<u>8,535,492</u>
Total mortgage loans receivable	71,023,311
Allowance for doubtful accounts	(186,401)
Allowance for forgivable loans	<u>(8,535,492)</u>
Net mortgage loans receivable	62,301,418
Current portion of mortgage loans receivable	<u>(2,099,965)</u>
Net mortgage loans receivable, net of current portion	<u>\$ 60,201,453</u>

The mortgage loan receivable balance above includes \$8,535,492 in mortgages related to soft liens that are to be forgiven over time and will not be collected unless the homeowner sells the home or moves out of the home before the affordability period ends.

Scheduled principal payments of nonforgivable mortgage loans receivable due over the next five years are as follows:

Years Ending September 30,	
2023	\$ 2,099,965
2024	2,291,938
2025	1,986,273
2026	1,867,319
2027	1,794,746
Thereafter	<u>52,447,578</u>
	<u>\$ 62,487,819</u>

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Note 6 – Mortgage Loans Receivable (Continued)

Interest rates of mortgage loans receivable range between 3% and 7%. The adequacy of the allowance for loan losses is evaluated periodically by management. Following current policy, the allowance was \$186,401 as of September 30, 2022. All mortgage loans receivables are secured by a first lien on the mortgagee's home. AHSTI did not experience any loan losses during the year ended September 30, 2022.

Changes in loans receivable during the year ended September 30, 2022, were as follows:

Balance, September 30, 2021	\$69,995,642
New loans	5,039,202
Principal collected on loans	(5,035,559)
New forgivable soft lien loans	1,245,026
Forgiveness of soft lien	(221,000)
Balance, September 30, 2022	<u>\$71,023,311</u>

AHSTI assesses and monitors the credit quality of its loans receivable on an ongoing basis. The Organization uses several internal credit quality indicators, depending on the type of loan receivable and availability of reliable information for that asset type. All loans receivables are considered part of AHSTI's mortgage loan portfolio; the Organization does not further disaggregate loans by segment or class.

The allowance for possible loan losses is established through a provision for possible loan losses charged to current operations. The provision for possible loan losses is determined based on evaluations of collectability and prior loss experience. The evaluations take into consideration such factors as changes in the nature and volume of the portfolio, overall portfolio quality, specific problem loans, the fair market value of secured homes, and current and anticipated economic conditions that may affect the borrowers' ability to pay. As a matter of practice, on a continuing basis, the Organization assesses its loans receivable portfolio, using its internal credit quality indicators. All loans receivables have been assessed and monitored through September 30, 2022.

The delinquency status of mortgage loans receivable at September 30, 2022, net of forgivable soft liens, was as follows:

	<u>Balance</u>	<u>Percent</u>
Current	\$ 57,738,673	92.4%
Past due		
31-60 days	-	0.0%
61-90 days	3,696,690	6.00%
91-120 days	797,937	1.2%
Over 120 days	254,519	.4%
Total portfolio	<u>\$ 62,487,819</u>	<u>100%</u>

The above amount includes \$0 of mortgage loans with foreclosure processing in progress.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Note 6 – Mortgage Loans Receivable (Continued)

AHSTI is exposed to several risk factors related to its mortgage loans receivable:

- Interest rate risk associated with a large portion of residential loans with fixed interest rates.
- Risk of a deteriorating economic climate and its impact on the Organization's collection of loans.
- Economic, industry, and geographic risks associated with secured loans to homeowners located primarily in the City of McAllen and in Hidalgo County, Texas.

Note 7 – Property and Equipment

Property and equipment at September 30, 2022 consist of the following:

Land	\$ 2,289,450
Building	2,920,059
Parking Lot	162,958
Rental property	6,243,697
Equipment	529,208
Computer equipment	442,801
Vehicle	<u>210,282</u>
Total Cost	12,798,455
Accumulated depreciation	<u>(3,268,492)</u>
Property and equipment, net	<u>\$ 9,529,963</u>

Depreciation expense was \$291,694 for the year ended September 30, 2022.

Note 8 – Gain on Sale of Land and Homes

The sales price of land and homes sold includes estimated closing costs and the actual sales price. The cost of land and homes sold includes actual construction cost, actual closing costs and total development costs of land.

The gain on sales during the year ended September 30, 2022, was calculated as follows:

Sales price of houses, land, and rehabilitation projects sold	\$ 8,023,735
Cost of houses, land, and rehabilitation projects sold	<u>(5,794,085)</u>
Gain on sale of land and homes.	<u>\$2,229,650</u>

AHSTI sold 52 and 81 houses during the years ended September 30, 2022, and 2021, respectively.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Note 9 – Notes Payable

Notes Payable at September 30, 2022 consist of the following:

Lender	Interest Rate	Maturity Date	Balance 9/30/2022	Collateral
Calvert Foundation	4.50%	Mar-23	500,000	***
CNote Group, Inc.	3.80%	May-23	100,000	***
CNote Group, Inc.	3.80%	Jun-23	1,000,000	***
CNote Group, Inc.	3.80%	Aug-23	742,776	***
CNote Group, Inc.	3.00%	Feb-24	537,634	***
CNote Group, Inc.	3.25%	Mar-24	250,000	***
CNote Group, Inc.	3.25%	Mar-24	208,900	***
CNote Group, Inc.	2.75%	May-24	1,701,417	***
CNote Group, Inc.	2.75%	Jul-24	261,881	***
Frost National Bank	6.31%	Sep-23	200,867	*
Federal Home Loan Bank	3.51%	Aug-28	6,404	*
Federal Home Loan Bank	3.87%	Oct-43	719,648	*
Federal Home Loan Bank	3.77%	Feb-44	907,589	*
Federal Home Loan Bank	3.87%	Oct-43	1,172,089	*
Federal Home Loan Bank	3.87%	Oct-43	1,259,384	*
Federal Home Loan Bank	2.63%	Oct-44	1,371,372	*
Federal Home Loan Bank	3.73%	Sep-43	1,432,696	*
Federal Home Loan Bank	3.87%	Oct-43	1,706,500	*
Federal Home Loan Bank	2.78%	Dec-44	2,302,199	*
Federal Home Loan Bank	2.40%	Mar-45	1,849,448	*
Federal Home Loan Bank	1.76%	Sep-45	1,870,257	*
Federal Home Loan Bank	1.80%	Sep-45	1,871,027	*
Harlingen Community Development	3.50%	Dec-25	275,000	***
Housing Finance Corporation	3.00%	Jan-23	250,000	***
Housing Partnership Network, Inc	0.70%	Sep-38	3,900,000	*
Individual Hope Fund	Variable	Variable	354,483	***
Knapp Community Care Foundation	2.00%	Aug-26	1,000,000	***
Lone Star National Bank	4.75%	Mar-30	2,412,294	**
Neighborworks Capital	3.00%	Aug-23	275,000	***
Opportunity Finance Network	4.00%	Jun-24	1,500,000	***
Opportunity Finance Network	3.00%	Jul-31	3,000,000	***
PNC Bank	5.01%	Nov-29	511,884	**
Seton Enablement Fund	3.00%	Apr-27	150,000	***

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Note 9 – Notes Payable (Continued)

Texas Department of Housing and Community Affairs	0.00%	May-24	27,869	**
Texas Department of Housing and Community Affairs	0.00%	May-24	411,128	**
Texas Department of Housing and Community Affairs	0.00%	May-24	365,500	**
Texas Department of Housing and Community Affairs	0.00%	May-24	192,000	**
Texas Regional Bank	4.50%	Apr-34	2,240,545	*
The Northern Trust Co.	2.00%	Dec-24	1,000,000	***
Valley Land Title-Hope Fund	1.25%	Mar-23	100,883	***
Woodforest National Bank	3.50%	Aug-24	2,000,000	***
Total long term debt			<u>41,938,674</u>	
Current portion			<u>\$ (4,610,974)</u>	
Long term debt, net of current portion			<u><u>\$ 37,327,700</u></u>	

* Collateralized by mortgage loans receivable and underlying collateral

** Collateralized by land and lot inventory

*** Unsecured Note

Scheduled principal payments of Notes Payable are as follows:

Years Ending September 30,	
2023	\$ 4,610,974
2024	8,580,105
2025	2,172,422
2026	2,492,954
2027	1,320,156
Thereafter	<u>22,762,064</u>
	<u><u>\$ 41,938,674</u></u>

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Note 10 – Equity Equivalent Investments

An equity equivalent is an unsecured general obligation. It is fully subordinated to the right of repayment of all other creditors. The obligation has a rolling term and therefore an indeterminate maturity. Payment of interest is required quarterly and semi-annually. Interest payments are current at September 30, 2022.

Equity equivalents consist of the following loans:

Lender	Interest Rate	Balance 9/30/2022
PNC Bank	2.00%	5,000,000
Wells Fargo Bank	2.00%	600,000
Texas Community Bank	3.50%	25,000
OFN-CCFI	3.00%	700,000
Total		<u>\$ 6,325,000</u>

Note 11 - Operating Lease Commitments

The organization leases various office equipment for its programs. The leases are recorded as operating leases. Lease expense for the years ended September 30, 2022 and 2021 was \$67,055 and \$67,231, respectively. At September 30, 2022, AHSTI's approximate minimum rental commitments are as follows:

Years Ending September 30,	
2023	\$ 67,055
2024	67,055
2025	67,055
2026	67,055
2027	67,055
	<u>\$ 335,275</u>

Note 12 – Contingencies

AHSTI is a sub-recipient of the City's federally funded CDBG and HOME programs and the County's Home Program. AHSTI is subject to financial and compliance audits by grantor agencies. The amount of expenditures which may be disallowed on audit by the grantor agencies cannot be determined at this time, although AHSTI expects such amounts, if any, to be immaterial.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Note 13 – Retirement Plan

On December 21, 1999, AHSTI adopted the Affordable Homes of South Texas Retirement Plan (Plan) with an effective date of January 1, 2000. The Plan is a defined contribution plan covering substantially all employees with at least one month of service who agree to make contributions to the Plan. AHSTI makes a discretionary matching contribution to the Plan each year equal to 6% of compensation for participants who defer more than or equal to 3% of compensation. Total expense for matching contributions for the years ended September 30, 2022 and 2021 totaled \$101,367 and \$114,505 respectively.

Note 14 – Related Party Transactions

The change in net assets of TuCasa Investments for the year ended in September 30, 2022 is comprised of the following activities:

	Operating	Allocated OH	Net (After OH)
TuCasa Operating Expenses	\$ (21,331)	\$ (6,164)	\$ (27,495)
Frameworks Homes LLC	168,355	(36,052)	132,303
Neighborhood Alliance Management LLC	68,815	(23,371)	45,444
Esperanza RGV Real Estate LLC	18,840	(75,135)	(56,295)
Hope Insurance LLC	171,598	(79,424)	92,174
RGV Tierra Properties LLC	(47,529)	-	(47,529)
Esperanza on Fifth, LLC DBA Esperanza M	(345)	-	(345)
Net	<u>\$ 358,403</u>	<u>\$ (220,146)</u>	<u>\$ 138,257</u>

This amount includes \$220,145 of overhead costs incurred by AHSTI in support of TuCasa's Activity.

AHSTI had deposits and investments totaling \$8,023,532 for 2022 and \$9,687,997 for 2021, and outstanding loans of \$10,913,490 for 2022 and \$6,287,7058 for 2021, in which certain board members were involved in the management of those banks. Those board members properly abstained from voting on these matters and declared any conflicts of interest at the time of discussion.

Note 15 – Deferred Revenue

At September 30, 2022, balance of \$72,400 from the LIFT El Paso Program and \$18,000 from LIFT San Antonio, have not been expended for qualifying Down Payment Assistance Loans. These amounts are reported as deferred revenue on the statement of net assets. At September 30, 2022 \$36,436 of Repaid LIFT Funds designated by the LIFT agreement to be used for comparable lending programs are included in net assets with donor restrictions (see note 16).

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Note 16 – Restrictions on Net Assets

Donor restricted net assets of \$36,436 represents amounts to be used in subsequent years' lending programs (See Note 15)

Donor restricted net assets totaling \$713,858 at September 30, 2022 represent proceeds from the Federal CDFI Rapid Response Program received during the year which have been earmarked for forgivable mortgage loans in subsequent years.

Note 17 – Bank Deposits

AHSTI has cash balances with the following banks: Freedom Bank, JPMorgan Chase Bank N.A., Lone Star National Bank, Frost Bank, Wells Fargo Bank, PNC Bank, International Bank of Commerce, Texas Regional Bank, Vantage Bank, Self Help Credit Union, Texas Community Bank, Texas National Bank, Federal Home Loan Bank, U.S. Bank and Navy Army Community Credit Union. In accordance with grantor's requirements AHSTI is required to maintain separate cash accounts for CDFI funds and NeighborWorks® America funds.

Note 18 – Concentrations

Affordable Homes of South Texas, Inc. provides secured loans to homeowners located primarily in the City of McAllen and in Hidalgo County Texas. The organization has been in business since 1976. Financial instruments that potentially subject the organization to concentrations of credit risk consist of cash and equivalents, notes payable, and revenue from government grants and contracts.

AHSTI maintains cash balances in excess of the Federal Deposit Insurance Corporation insured amount of \$250,000. At September 30, 2022 and 2021, part of AHSTI's cash balances were insured by the Federal Deposit Insurance Corporation. All NeighborWorks® America funds are collateralized at a bank. Additionally, at September 30, 2022 and 2021, \$7,021,108 and \$5,587,172 in bank deposits is considered to be offset by loans payable to these banks.

At September 30, 2022, AHSTI was scheduled to make \$4,610,974 in principal repayments on its outstanding notes payable during the year ending September 30, 2023. Based on its experience with lenders renewing their loans to AHSTI, the Organization believes that it is maintaining cash balances sufficient to cover all note payable amounts due.

Revenue from three governmental grantors represents 31% and 50% of total revenue for the year ended September 30, 2022 and 2021, respectively. Concentrations of credit risk with respect to grants receivable are reduced due to the limited amount of credit risk exposure from government grants.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2022

Note 19 – Investment in HPN Leverage IV, LLC.

In 2018, Affordable Homes of South Texas invested in a 13.33% ownership interest in HPN leverage LLC in order to take advantage of New Market Tax Credit (NMTC) financing. NMTC financing allows an entity to receive a loan or investment capital from outside investors, who will receive new market tax credit to be applied against their federal tax liability. As a result, the Organization has invested \$2,740,840 and was able to secure a 20-year loan in the amount of \$3,900,000 payable to a community development entity. The loan proceeds are to be used solely for the purpose of acquiring, rehabbing and/or constructing single-family homes in qualified census tracts and selling at least 60% of such homes to low-income persons. The loans accrue interest only for years 1 through 7 at a reduced rate of 0.702816% per year. Beginning in year 8 through year 20 the principal balance of the loan is reduced by twelve-year amortization at the same rate of 0.702816%.

In 2018 the organization participated in New Market Tax credit (NMTC) program. The program provides funds to eligible organizations for investment in “qualified low-income community investment”. Program compliance requirements included creation of promissory note and investment in qualified community development entity (CDE). Tax credit recapture is required if compliance requirements are not met over a seven-year period.

In 2018 the organization has recorded its 13.33% investment in HPN Leverage IV, LLC at the cost of \$2,740,706 in September, 2025, Twain Investment Fund 324, LLC (the fund), and the upstream effective owner of HPN NMTC IV, LLC (holder of the promissory note due from the Organization) is expected to exercise its put option. Under the terms of the option agreement HPN Leverage IV, LLC is expected to purchase the ownership interest of the fund. Exercise of the option will effectively allow the Organization to extinguish its outstanding debt owed to the Fund.

Long-term debt consists of the following: HPN NMTC IV, LLC. \$3,900,000 Debt requires interest only payment until September, 2025 at 0.702816%. The loan matures in September, 2038. The loan is secured by substantially all the assets acquired by the Organization from the project loan proceeds. Debt has a put option feature that is exercisable September, 2025.

SUPPLEMENTAL INFORMATION

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
SEPTEMBER 30, 2022

	Assets				
	Affordable Homes of South Texas, Inc	Housing Partnership Network	TuCasa Investments, Inc	Intercompany Eliminations	2022 Total
Current assets					
Cash	\$ 15,704,170	\$ 197,246	\$ 1,535,808	\$ -	\$ 17,437,224
Cash, restricted	-	-	-	-	-
Programmatic investment	4,616,549	-	471,262	(527,500)	4,560,311
Grants receivable	64,812	-	-	-	64,812
Current portion of mortgage loans receivable	2,099,965	-	-	-	2,099,965
Prepaid expenses and other assets	5,282,495	127,551	74,194	(5,190,753)	293,487
Current portion of land held for construction	2,100,000	-	-	-	2,100,000
Construction in progress	1,747,318	-	175,454	-	1,922,772
Homes held for sale	1,934,812	-	-	-	1,934,812
Total current assets	33,550,122	324,797	2,256,718	(5,718,253)	30,413,384
Property and equipment, net	9,523,167	-	6,796	-	9,529,963
Other long-term assets					
Mortgage loans receivable, net of current portion	56,243,692	3,957,761	-	-	60,201,453
Land held for construction, net of current portion	5,247,217	-	1,147,749	-	6,394,966
Total other long-term assets	61,490,908	3,957,761	1,147,749	-	66,596,418
Total assets	\$ 104,564,197	\$ 4,282,558	\$ 3,411,263	\$ (5,718,253)	\$ 106,539,765
	Liabilities and Net Assets				
	Affordable Homes of South Texas, Inc	Housing Partnership Network	TuCasa Investments, Inc	Intercompany Eliminations	2022 Total
Current liabilities					
Accounts payable and accrued expenses	\$ 1,173,907	\$ 353,896	\$ 3,784,312	\$ (3,991,101)	\$ 1,321,014
Current portion of long-term debt	4,610,974	-	-	-	4,610,974
Deferred revenue	90,400	-	-	-	90,400
Escrow and other liabilities	2,376,754	-	153,271	-	2,530,025
Total current liabilities	\$ 8,252,036	353,896	\$ 3,937,583	\$ (3,991,101)	8,552,414
Long-term liabilities					
Note payable, net of current portion	33,152,700	3,900,000	275,000	-	37,327,700
Equity equivalents	6,325,000	-	-	-	6,325,000
Total long-term liabilities	39,477,700	3,900,000	275,000	-	43,652,700
Total liabilities	47,729,736	4,253,896	4,212,583	(3,991,101)	52,205,114
Net assets					
Without donor restrictions	56,084,167	28,662	(801,320)	(1,727,152)	53,584,357
With donor restrictions	750,294	-	-	-	750,294
Total net assets	56,834,461	28,662	(801,320)	(1,727,152)	54,334,651
Total liabilities and net assets	\$ 104,564,197	\$ 4,282,558	\$ 3,411,263	\$ (5,718,253)	\$ 106,539,765

The accompanying notes are an integral part of the financial statements.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
CONSOLIDATING STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2022

	Affordable Homes of South Texas, Inc	Housing Partnership Network	TuCasa Investments, Inc.	Intercompany Eliminations	Total
Revenue and support					
Public support					
Contributions and grants	\$ 3,317,524	\$ -	\$ 499,778	\$ -	\$ 3,817,302
Revenue					
Interest	3,190,609	-	-	-	3,190,609
Contract fees	289,279	-	234,559	(313,942)	209,896
Services revenue, net	-	-	-	-	-
Other	346,735	-	-	-	346,735
Sale of land and homes					
Gross proceeds	6,429,168	205,675	1,388,892	-	8,023,735
Cost of sales	(4,387,106)	(192,687)	(1,214,292)	-	(5,794,085)
Rental					
Revenue	473,167	-	-	-	473,167
Direct expenses	(495,703)	-	-	86,644	(409,059)
Total public support and revenue	9,163,673	12,988	908,937	(227,298)	9,858,300
Total revenue and support	9,163,673	12,988	908,937	(227,298)	9,858,300
Expenses					
Program services - housing	6,314,189	70,955	-	(7,153)	6,377,991
TuCasa Operating	47,941	-	770,680	(220,145)	598,476
Management and general	1,634,722	-	-	-	1,634,722
Fundraising	3,549	-	-	-	3,549
Total expenses	8,000,401	70,955	770,680	(227,298)	8,614,738
Change in net assets	1,163,272	(57,967)	138,257	-	1,243,562
Net assets at beginning of year	55,671,189	86,629	(939,577)	(1,727,152)	53,091,089
Net assets contributed during the year	-	-	-	-	-
Net assets at end of year	\$ 56,834,461	\$ 28,662	\$ (801,320)	\$ (1,727,152)	\$ 54,334,651

The accompanying notes are an integral part of the financial statements.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
SUPPLEMENTAL STATEMENT OF REVENUE AND EXPENSES AHSTI
YEAR ENDED SEPTEMBER 30, 2022

	Program Services				Supporting Services			2022 Total
	Lending	Construction	Servicing	Rental	Administration	Fundraising	TuCasa	
REVENUE:								
Interest Revenue	\$ -	\$ -	\$ 3,190,609	\$ -	\$ -	\$ -	\$ -	3,190,609
Gain on Sale of Lots	-	1,076,636	-	-	-	-	-	1,076,636
Gain on Sale of Homes	-	965,426	-	-	-	-	-	965,426
Department of the Treasury	676,530	-	-	-	-	-	-	676,530
Other	615,859	-	-	-	-	-	-	615,859
Hidalgo County TERAP Grant	601,446	-	-	-	-	-	-	601,446
PPP Grant	547,900	-	-	-	-	-	-	547,900
Rental Income	-	-	-	473,167	-	-	-	473,167
NeighborWorks Grant	-	455,302	-	-	-	-	-	455,302
TuCasa Reimbursement	-	-	-	-	229,019	-	-	229,019
TDHCA Grant	124,129	-	-	-	-	-	-	124,129
Federal Home Loan Bank	121,674	-	-	-	-	-	-	121,674
Home Urban County	115,790	-	-	-	-	-	-	115,790
Miscellaneous Grant	-	-	-	-	100,405	-	-	100,405
Mission CDBG CV3 Grant	93,531	-	-	-	-	-	-	93,531
McAllen CDBG	91,738	-	-	-	-	-	-	91,738
Early Payoff Recapture	-	-	74,279	-	-	-	-	74,279
Pharr CV3 Grant	46,349	-	-	-	-	-	-	46,349
Home City of McAllen	38,224	-	-	-	-	-	-	38,224
Home Buyer's Fair	-	-	-	-	-	36,093	-	36,093
Pharr CDBG Grant	12,228	-	-	-	-	-	-	12,228
Framework Homes Reimbursement	-	-	-	-	2,884	-	-	2,884
NAM Reimbursement	-	-	-	-	2,662	-	-	2,662
McAllen CDBG Small Business	2,500	-	-	-	-	-	-	2,500
Esperanza RGV Real Estate Reimbursement	-	-	-	-	1,799	-	-	1,799
McAllen Imagine Tomorrow	-	(46,941)	-	-	-	-	-	(46,941)
Total Revenue	3,087,898	2,450,424	3,264,888	473,167	336,768	36,093	-	9,649,238

See independent Auditor's report.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
SUPPLEMENTAL STATEMENT OF REVENUE AND EXPENSES AHSTI (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2022

	Program Services				Supporting Services			2022 Total
	Lending	Construction	Servicing	Rental	Administration	Fundraising	TuCasa	
Salaries	\$ 1,043,219	\$ 462,318	\$ 224,737	\$ -	943,521	2,057	27,791	\$ 2,703,644
Payroll Taxes and Benefits	289,493	128,293	62,364	-	261,773	571	7,712	750,207
Contract Labor	77,580	-	-	-	-	-	-	77,580
Total personal cost	1,410,292	590,612	287,101	-	1,205,294	2,628	35,503	3,531,431
Interest	1,226,737	-	-	-	-	-	-	1,226,737
Grant Expense	1,066,696	3,555.00	-	-	-	-	-	1,070,251
Rental and Mortgage Assistance Programs	563,308	-	-	-	-	-	-	563,308
Insurance Expense	117,581	52,108	25,330	-	106,344	231.88	3,132	304,727
Rental and Contractual	78,583	34,825	16,929	-	71,073	154.97	2,093	203,658
Depreciation Expense - Rental	-	-	-	193,291	-	-	-	193,291
Repairs on Houses- Rentals	-	-	-	113,888	-	-	-	113,888
Depreciation Expense	43,312	19,195	9,331	-	39,173	85.41	1,154	112,250
Other	101,569	-	-	-	-	-	-	101,569
Computer Hardware and Software	42,721	18,932	9,203	-	38,638	84.25	1,138	110,717
Maintenance, Lots and Subdivision	-	102,548	-	-	-	-	-	102,548
Maintenance and Repair	-	96,229	-	-	-	-	-	96,229
Advertising	36,522	16,185	7,868	-	33,031	72.02	973	94,650
NAM Management Fees	-	-	-	86,644	-	-	-	86,644
Accounting and Professional fees	30,349	13,450	6,538	-	27,449	59.85	808	78,653
Office Supplies and Postage	24,377	10,803	5,251	-	22,047	48.07	649	63,176
Utilities	24,178	10,715	5,209	-	21,867	47.68	644	62,660
Insurance Expense - Rental	-	-	-	56,143	-	-	-	56,143
Vehicle	18,941	8,394	4,080	-	17,131	37.35	505	49,088
Dues and Subscriptions	17,222	7,632	3,710	-	15,576	33.96	459	44,634
Taxes - Rental	-	-	-	36,303	-	-	-	36,303
Credit Reports	33,040	-	-	-	-	-	-	33,040
Refunds of HOME funds	32,119	-	-	-	-	-	-	32,119
Taxes	11,155	4,944	2,403	-	10,089	22.00	297	28,910
Training and Travel	9,225	4,088	1,987	-	8,343	18.19	246	23,907
Telephone	8,257	3,659	1,779	-	7,468	16.28	220	21,400
NSP Impairment Loss	15,855	-	-	-	-	-	-	15,855
Meals and Other Meeting Expense	4,472	1,982	963	-	4,045	8.82	119	11,590
Utilities - Rental	-	-	-	9,436	-	-	-	9,436
NAM Management fees (HOA)	-	-	-	-	7,153	-	-	7,153
Total Expenses	4,916,512	999,855	387,683	495,703	1,634,722	3,549	47,941	8,485,966
Net income loss	\$ (1,828,614)	\$ 1,450,569	\$ 2,877,206	\$ (22,536)	(1,297,954)	32,544	(47,941)	\$ 1,163,272

See independent Auditor's report.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.

SUPPLEMENTAL STATEMENT OF FINANCIAL POSITION
NeighborWorks® America Capital Fund
SEPTEMBER 30, 2022
(WITH COMPARATIVE TOTALS FOR 2021)

	<u>2022</u>	<u>2021</u>
Assets		
Cash restricted for loans	\$ -	\$ -
Partnership Sun Meadows apartments	-	-
Mortgage loans receivable	-	-
Total assets	<u>-</u>	<u>-</u>
Liabilities and net assets		
Net assets	-	-
Total liabilities and net assets	<u>\$ -</u>	<u>\$ -</u>

AFFORDABLE HOMES OF SOUTH TEXAS, INC.

SUPPLEMENTAL STATEMENT OF ACTIVITIES
NeighborWorks® America Capital Fund
YEAR ENDED SEPTEMBER 30, 2022
(WITH COMPARATIVE TOTALS FOR 2021)

	<u>2022</u>	<u>2021</u>
Revenue, gains, and other support		
Capital grant - NeighborWorks America	\$ -	\$ -
Total revenue, gains, and other support	<u>-</u>	<u>-</u>
Change in net assets	\$ -	\$ -
Net assets transferred to restrictions	-	-
Net assets released from restrictions	-	(353,255)
Net assets at beginning of year	<u>-</u>	<u>353,255</u>
Net assets at end of year	<u>\$ -</u>	<u>\$ -</u>

**REPORTS REQUIRED BY GOVERNMENT AUDITING STANDARDS
AND THE UNIFORM GUIDANCE**

WEST, DAVIS & COMPANY, LLP

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors
Affordable Homes of South Texas, Inc.
McAllen, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Affordable Homes of South Texas, Inc. (AHSTI), which comprise the consolidated statement of financial position as of September 30, 2022, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 12, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Affordable Homes of South Texas, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of AHSTI's internal control. Accordingly, we do not express an opinion on the effectiveness of AHSTI's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Affordable Homes of South Texas, Inc.'s consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

West, Davis & Company, LLP

Certified Public Accountants

Austin, Texas

January 12, 2023

WEST, DAVIS & COMPANY, LLP

GARY W. DAVIS, C.P.A.
ROBERT H. WEST, C.P.A.
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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Affordable Homes of South Texas, Inc.
McAllen, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Affordable Homes of South Texas, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Affordable Homes of South Texas, Inc.'s major federal programs for the year ended September 30, 2022. Affordable Homes of South Texas, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Affordable Homes of South Texas, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Affordable Homes of South Texas, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Affordable Homes of South Texas, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Affordable Homes of South Texas, Inc.'s federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Affordable Homes of South Texas, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Affordable Homes of South Texas, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Affordable Homes of South Texas, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Affordable Homes of South Texas, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Affordable Homes of South Texas, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

West, Davis & Company, LLP

Certified Public Accountants

Austin, Texas

January 12, 2023

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2022

<u>Federal Grantor/Pass-through Grantor/ Program or Cluster Title</u>	<u>Federal CFDA number</u>	<u>Pass-through Entity Identifying number</u>	<u>Federal expenditures</u>
U.S. Department of the Treasury			
Neighborhood Reinvestment Corporation			
Section (607)e of the Neighborhood Reinvestment Corporation Act, as amended:			-
Expendable Funds	21.000	FY2021- 22	\$ 455,302
CDFI Rapid Response Program	21.024	FY2021- 22	676,530
Total U.S. Department of the Treasury			<u>1,131,832</u>
U.S. Department of Housing and Urban Development			
<i>Passed through the City of McAllen, Texas</i>			
Community Development Block Grant	14.218	FY2021- 22	91,738
<i>Passed through the City of Pharr, Texas</i>			
Community Development Block Grant	14.218	FY2021- 22	12,228
Pharr City CDBG CV3	14.218	FY2021- 23	46,348
<i>Passed through the City of Mission, Texas</i>			
City of Mission- CDBG	14.218	FY2021-22	93,531
Total Community Development Block Grant			<u>243,845</u>
<i>Passed through Hidalgo County, Texas</i>			
TERAP CDBG CV3	14.228	FY2021- 22	<u>634,206</u>
<i>Passed through Hidalgo County, Texas</i>			
HOME Investments Partnership Program	14.239	FY2021- 22	83,029
<i>Passed through the Texas Department of Housing and Community Affairs</i>			
HOME Investments Partnership Program	14.239	FY2021- 22	124,129
<i>Passed through the City of McAllen, Texas</i>			
HOME Investments Partnership Program	14.239	FY2021- 22	38,224
Total HOME Investments Partnership Program			<u>245,382</u>
<i>Passed through the City of McAllen, Texas</i>			
Lower Income Housing Assistance Program	14.182	FY2021- 22	129,136
Total U.S. Department of Housing and Urban Development			<u>1,252,569</u>
<i>Total expenditures of federal awards</i>			<u>\$ 2,384,401</u>

See accompanying notes to schedule of expenditures of federal awards.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2022

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Affordable Homes of South Texas, Inc. and is presented on the accrual basis of accounting and in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.

For purposes of this schedule, federal awards include both federal financial assistance received directly from a federal agency, as well as federal funds received indirectly by AHSTI from a non-federal agency or other organizations. Only the portion of program expenditures reimbursable with such federal funds is reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of program expenditures that were funded with state, local or other non-federal funds are excluded from the accompanying schedule.

AHSTI has not elected to use the ten percent De Minimis indirect cost rate as allowed by the uniform guidance.

Because the Schedule presents only a selected portion of the operations of Affordable Homes of South Texas Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

AFFORDABLE HOMES OF SOUTH TEXAS, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Section 1 - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued - **Unqualified**

Internal control over financial reporting:

- Material weakness(es) identified: _____ Yes X No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ Yes X None reported
- Noncompliance material to financial statements noted? _____ Yes X No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified: _____ Yes X No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? _____ Yes X None reported

Type of auditor's report issued on compliance for major programs - **Unqualified**

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) OMB? _____ Yes X No

Identification of Major Programs

- **14.218 - U.S. Department of Housing & Urban Development
Community Development Block Grants/Entitlement Grants**
 - **14.228 - U.S. Department of Housing & Urban Development
Community Development Block Grants/State's Program & Nonentitlement Grants**
1. Dollar threshold used to distinguish between Type A and Type B programs - **\$750,000.**
 2. Is the auditee qualified as a low-risk auditee under the Uniform Guidance - **Yes**

Section 2 - Financial Statement Findings: None

Section 3 - Federal Award Findings and Questioned Costs: None

Section 4 - Prior Year Audit Findings: None

CITY OF WESLACO
PUBLIC SALE OF VARIOUS PROPERTIES - RFB NO.: 2022-23-16 TABULATION
Bid Opening held on: 6/1/2023 @ 9:00 AM via ZOOM



			City of Weslaco	Affordable Homes of South Texas, Inc. Robert Calvillo, Executive Director 1420 Erie Ave. McAllen, Texas 78501 Phone No.: 956.687.6263	Variance
Item	Address	Property ID	City's Minimum Bid (Appraisal + \$1,000.00)	Bid Amount	Measures of Variability
1	Lots 1-3, Block 5, Gonzales Additon (402 N Kansas Ave)	343170	\$63,775.00	\$20,250.00	\$43,525.00
2	Lot 4-5, Block 8, Weslaco Original Townsite (206 S Palmas St)	321605	\$37,912.00	\$9,600.00	\$28,312.00
3	Lots 9-10, Block 6, Weslaco Original Townsite (118 S Liberty St)	321584	\$37,912.00	\$9,600.00	\$28,312.00
4	Lot 14, Block 9, Weslaco Orginal Townsite (407 Hidalgo Street)	321626	\$20,200.00	\$4,800.00	\$15,400.00
5	Lot 15, Block 9, Weslaco Original Townsite (409 Hidalgo Street)	321627	\$20,200.00	\$4,800.00	\$15,400.00
			\$179,999.00 City of Weslaco	\$49,050.00 Affordable Homes of S Texas Inc.	\$130,949.00 Variance

Tabulation created by: Homer Rhodes
DATE: 6/1/2023



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6747	
From:			
Subject: Discussion and consideration to amend the Additional and Supplemental Services Agreement with Boltinghouse Simpson Gates for the Mayor Joe V. Sanchez Public Library Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Assistant City Manager.)			
Background: Over the past few months, staff along with the city commission have narrowed the broad scope for the new library. In doing so, staff have identified areas within the project that need to be addressed which fall outside the original Scope of Work. These areas are surveying and civil engineering, landscaping, Information and Communication Technology, additional FF&E and additional design of canopy connections, as well as wall design for the Porter Doss support wall. Boltinghouse, Simpson Gates is proposing amending the Additional and Supplemental Services Agreement portion of the original contract to include these services. The potential cost breakdown is as follows: Surveying and Civil Engineering = \$124,520.00 Landscaping = \$20,900.00 Information Communications Technology = \$72,270.00 FF&E (new systems) \$48,125.00 (variable fee based on actual construction costs) Porter Doss/Canopy = \$48,125.00 (variable fee based on actual construction costs).			
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 staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Ltr from Boultinghouse Simpson Gates, Library Footprint, Library MSR Design Components, Amendment No. 1			

Professional Services Agreement BSG Architects Inc.

Responsibilities upon Approval:
Execute amendment.



July 7, 2023

Andrew Muñoz
Assistant City Manager
City of Weslaco, Texas
255 S. Kansas Ave.
Weslaco, Texas 78596

Re: Mayor Joe V. Sanchez Public Library

Dear Andrew:

Per our previous discussions and per the Owner/Architect agreement for this project, there are services which need to be provided that are not included in Basic Services. The agreement lists several of these supplemental services, including one, Programming Services, which was approved as part of the original agreement.

We hereby request that approval be given to us to add the following **Supplemental** Services to our original agreement:

Surveying & Civil Engineering Services: This includes the areas surrounding the proposed new building walls into the street ROW along Kansas Avenue & Fifth Street, the area between the new building and the existing theater building, and including the new parking lot between the new building and Illinois Avenue. I have attached a proposal from Halff Associates Engineers who would perform these services under our supervision. These services would be compensated on the basis of Cost + 10%.

The total fee for this item would be: \$113,200 + 10% : **= \$ 124,520.00.**

Landscape Architecture: Planting Plans & Irrigation System for the same area as described above. I have attached a proposal from SSP Design who would perform these services under our supervision. These services would be compensated on the basis of Cost + 10%.

The total fee for this item would be: \$19,000 + 10% : **= \$20,900.00.**

Information Communications Technology (ICT) Design: This includes new systems for the interior of the new library. I have attached a proposal from Halff Associates Engineers who would perform these services under our supervision. These services would be compensated on the basis of Cost + 10%.

The total fee for this item would be: \$65,700 + 10% : **= \$72,270.00.**

FF&E: Furniture, Fixtures & Equipment: This includes new systems for the interior of the new library.

The fee for this work based on budgeted costs would be: \$43,750 + 10% : **= \$48,125.00**

We also hereby request that approval be given to us to add the following **Additional** Services to our original agreement:

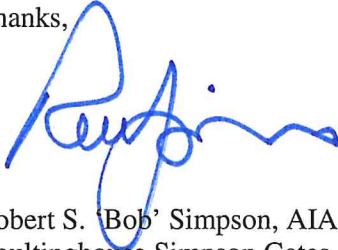
The work to design, detail and prepare bidding documents for the necessary alterations to the existing theater, including: 1) New temporary and permanent north wall(s) adjacent to the existing Porter Doss building (scheduled for demolition); 2) New covered walkway to connect the existing theater to the new library, including the remodeling of the existing theater to add a vestibule at the new entry from the covered walkway.

These services would be compensated on the basis of 8.75 % (same as for Basic Services) of the most recently budgeted or awarded construction cost. The preliminary budget costs for this work is \$550,000 so the projected fee for this additional service would be: **= \$48,125.00.**

I have attached hereto a copy of the proposed amendment, in the form of AIA G802-2017-Amendment to the Professional Services Agreement.

Please contact me if you would like to discuss any of the items presented in this letter.

Thanks,



Robert S. 'Bob' Simpson, AIA
Boultinghouse Simpson Gates Architects

Attachments:

Halff proposal dated June 28, 2023 – Civil Engineering Services
SSP Design proposal dated June 30, 2023 – Landscape Architecture
Halff proposal dated July 7, 2023 – ICT Design
AIA Document G802-2017 – Amendment to the Professional Services Agreement



June 28, 2023

46365.002

John Gates, AIA, NCARB
Boultinghouse Simpson Gates Architects
3301 N. McColl Rd.
McAllen, Texas 78501

RE: Joe V. Sanchez Public Library, Civil Engineering Services
Weslaco, Texas

Dear Mr. Gates:

Halff Associates is pleased to submit this proposal to provide surveying, civil and electrical engineering services for the above referenced project. The existing Joe V. Sanchez Public Library will include the additional parking areas and improvements to the sidewalks, drainage system, on-site water and wastewater improvements, streets and overhead electrical surrounding the project site. The scope of this proposal identifies various line-item costs for your review and consideration.

We are interested in performing this work for you and the City of Weslaco. We have provided a schedule showing scope of services for each area of work. The fee identified shall be considered lump sum for the project and will not be exceeded without your prior approval. The fees established are based on the information provided by your firm. The fees do not include scope revisions or additions once the project is underway. Additional work requested by the Owner will require a revision to the scope and budget established in this proposal. Please refer to this letter, Schedule I, and Exhibit A as a complete scope of services and agreement.

Your signature on the Authorization line below will serve as our notice to proceed with this work. Please return one copy of the entire agreement signed to me via email and return one original. This will act as our Notice to proceed. Work under this proposal will commence immediately upon our receipt of a fully executed agreement. Costs incurred will be carefully monitored during the progress of this project. Our services will be invoiced monthly based on a percent of completion of the total of lump sum fees. Reimbursable expenses will be billed separately at 1.10 times the direct cost incurred.

Let's work together to turn our ideas into reality and improve the quality of life in Weslaco. If you have any questions regarding any part of this proposal, please don't hesitate to contact me.

Sincerely,
HALFF ASSOCIATES, INC.



Kristina Leal, PE, CFM
Water Resources Team Leader

SCHEDULE I

SURVEY, CIVIL AND ELECTRICAL ENGINEERING SCOPE OF SERVICES

Project Assumptions – The scope of services for this proposal has been established using the following assumptions as a basis for its preparation. Items not included in this schedule will be considered additional services.

1. Proposed scope of work is based on the revised preliminary site plan by Boultinghouse Simpson Gates Architects and dated June 15, 2023 (See Figure 1). A copy of the “Preliminary Site Plan” is copied below for reference.
2. The Property will not need to be replatted or rezoned.
3. No easements will be required. This proposal does not include the preparation of exhibits or metes and bounds for utilities or power on-site.
4. No Traffic Impact Analysis will be needed.
5. Existing water and wastewater lines will be relocated from alley to east parking lot.
6. Pedestrian paving improvements will be limited to areas between the back of curbs along Illinois Avenue and the back of curbs along Kansas Avenue and 5th Street, and along the alley in the rear of the new library.
7. Drainage will be surface flow to the street. Detention areas have been requested by Boultinghouse Simpson Gates Architects if possible. Proposed roof drains to be connected to existing storm system.
8. Drawing deliverables included in this proposal consist of:
 - a. 60% CD Civil Design Documents
 - b. 95% CD Civil Design Documents
 - c. 100% CD Civil Design Documents
9. The Civil design period of this project is anticipated to not exceed 20 weeks. Planned discipline specific Civil meetings will be attended by (1) project manager and (1) discipline lead and will not exceed 8 meetings in total. Any additional meetings required beyond this scope will be billed as additional services with hourly rates.
10. The following items shall be provided by the Prime Consultant:
 - a. Project Boundary in AutoCAD or MicroStation.
 - b. Building footprint, site plan, striping and signage plan.
11. All Drawings, Documents, Specification produced in any form, provided by Engineer under the terms of this agreement are the property of Halff Associates Inc., and are not to be used for any reason or purpose other than to construct the above-named project without the written consent of the Engineer.
12. TDLR submittal will be by Architect, if required.

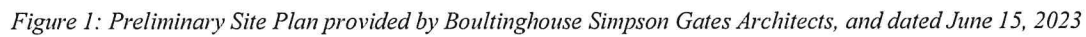


Figure 1: Preliminary Site Plan provided by Boultinghouse Simpson Gates Architects, and dated June 15, 2023

Survey Services

1. Survey for Design

This task includes field ties to all surface improvements on and adjacent to the site up to 5-ft including field verification of horizontal and vertical data for existing utility improvements. This does not include survey of any subsurface facilities. Existing underground structures or utilities will be obtained from record drawings.

2. Survey Control

This task includes setting two field control points for contractor to use during construction.

Survey Services Assumptions

Services performed outside the above scope of services will be provided on an hourly basis in accordance with our standard hourly rates

Survey Services Exclusions

Halff specifically EXCLUDES the following items from this Proposal:

- This proposal does not include research efforts normally performed by a title company.
- Research outside the original scope of this proposal; using a different surveyor's certificate; or changes made to the survey after completion (if so required), will be charged as Additional Services at our standard hourly rates.
- Return trips to reset damaged control points or property corners.
- Establishing new easements, rights of way, etc. after the initial completion of the plat.

Civil Engineering Services

1. Site Plan Preparation and submittal

Halff will develop a site plan submittal drawing utilizing Architects building layout, parking lot layout, possible drop off lane, and site plan to provide access for passenger vehicles and School Buses. Halff will submit the site plan to the Architect for submittal to the City of Weslaco. Any individual site plans required to be submitted other than the overall plan will be additional services.

2. Meeting and Project Coordination

We will participate in meetings as warranted for submitting civil construction documents for permitting of on-site civil improvements to the appropriate entities having jurisdiction. If more than four (4) meetings are requested or warranted, these will be made available on an hourly basis.

3. Civil Site Improvements and Final Engineering Design

Site Grading Plan and Details

The grading plan includes the notes and details, including spot elevations and details required to allow construction of the new site establishing finish floors, walkway around building driveway, grading ADA routes, driving lanes, parking lot grading, and details. Retaining wall design, if needed, is not included in this scope.

Onsite Paving and Dimensional Control Plans and Details

Geometric dimension control and paving details will be provided. Dimension control will provide coordinate geometry, drive widths and radii. The surface paving section to be utilized will follow the recommendations of the project geotechnical consultant. The details will include curbs, road sections, valley gutters and subgrade preparation. Plans include required notes and details for new paving construction up to the existing street location. (Parking lot and extensions of any offsite paving from the site are not included in this scope).

On-Site Drainage Area Map and Drainage Plan

The drainage plan includes determination of site drainage basins, calculation of runoff volumes, layout and sizing of minor on-site drainage collection system and details required for construction, as required. No detention/retention areas will be required for this development. Drainage will be surface flow to the street or piped to the gutter line. Coordinate geometry and layout dimensions will be shown to allow for construction of the drainage facilities. Coordination with the City are included in this scope. (Extensions of any offsite storm facilities from site, and floodplain reclamation if required by FEMA are not included in this scope). This scope does not include the design of any pumping system, detention/retention areas, or off-site drainage systems.

Per Halff's conversation with City Engineer, Halff will not be required to provide detention or other improvements to upgrade the drainage system to meet current drainage standards. The existing site is impervious and proposed improvements are not expected to change existing

drainage patterns. Drainage plan will evaluate and summarize additional flows to existing system by the proposed improvements.

Halff will look for opportunities to provide onsite detention, per Architect's request. Design for these detention facilities, if any, is included in the fee.

On-Site Water/Wastewater Plan

This plan will show design and layout of pipe systems required for public domestic water and wastewater lines, and related appurtenances. Sizing for lines will be coordinated with the City. Coordinate geometry and layout dimensions will be provided to allow construction of these facilities. Halff will coordinate with fire system designer to determine location of tie in point. The sizing, design and construction oversight of FDC and Fire room service to be provided by fire system design. (This task does not include the design of offsite extensions, new lift station, force main, and offsite easements. Plans requiring a separate construction contract with entities or off-site facilities are not included in this task).

On-Site Striping & Signage Plan

Halff will prepare a striping plan for internal drives, delineated fire lanes, marking of hydrants, and crosswalks, as needed around the proposed library. Design of monument/pylon signs is not included in this scope of service.

Erosion Control Plan

This task involves preparation of a layout showing the suggested erosion control measures with details and notes required for the Storm Water Pollution Prevention Plan (SWP3) for the civil improvements. The layout will be utilized by the Contractor for the preparation of a stormwater pollution prevention plan required for compliance with government regulation.

Civil Work Specifications

This task includes preparation of written specification sections for the civil work for the proposed site.

Engineer's Opinion of Probable Construction Cost

This task includes preparation of 60%, 90%, and 100% Opinion of Probable Construction Cost for the site improvements.

4. On-Site Utility Coordination Plan

This task includes coordination with the mechanical/electrical/plumbing engineer and franchise utility companies that will provide service to the proposed new building. A plan will be developed from information provided by the service franchise utility providers and mechanical/electrical/plumbing engineer to provide on-site conduits/sleeves as required and to minimize potential conflicts of proposed facilities.

5. Bidding and Construction Administration Services

Contractor RFIs and Submittals

Halff Associates will review contractor's request for information (RFI's), clarifications during bidding and submittals for civil related improvements and respond to RFI's during construction.

Construction Observations

Halff Associates will perform periodic construction observations (12 max) during the construction of the proposed civil improvements. Prepare a site observation record with pictures for the owners use. Upon substantial completion of construction, Halff will provide a final punch list of items requiring attention. If more than eight (12) visits are requested or warranted, these will be made available on an hourly basis.

6. Record Drawings

This task includes preparation of record drawings based on the general contractor's construction plan redline markups. No additional field surveying will be provided for this task. Record drawings will only include improvements designed by Halff Associates. Record drawing will be provided to the owner in .dwg format.

Electrical Engineering Services

1. Site Lighting Design

Halff will provide electrical design services for site lighting of the new proposed parking lot. The scope of work for the electrical design services includes:

- Lighting layout to provide adequate safety illumination to parking lot as per IESNA recommendations
- Develop a photometric analysis to establish adequate illumination design to parking lot
- Specification of new LED light fixtures
- Provide exterior lighting circuit design which includes load analysis, voltage drop calculations, power distribution and feeder schedule
- Design of exterior lighting control system

Reimbursable Expenses

Direct cost includes printing and reproduction, postage, messenger service, long distance telephone calls and travel. Reimbursable expenses will be billed separately at 1.1 times the direct cost incurred. Estimated reimbursable expenses shown will not be exceeded without your approval. This does not include permitting or review fees required by the agencies. These fees will be provided by the owner.

Additional Services

The following items are considered Additional Services and will be provided upon request by the Architect:

- A. Design services due to a change in Scope of Basic Services
- B. Design of bid alternates requested by Owner or Architect
- C. Design services due to Change Orders requested by the Owner or Architect
- D. Design services for the development of a value engineering design
- E. Additional project sites not listed in the basic scope of services
- F. Filing fees and permit fees
- G. Additional work outside of site boundaries



PROFESSIONAL FEE

Halff Associates will perform the defined Scope of Services as stated above.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

TASK	FEE AMOUNT
Survey Services	
1. Survey for Design	\$ 8,800
2. Survey Control	\$ 1,900
Survey Services Total	\$10,700
Civil On-Site Engineering Services	
1. Site Plan Preparation and submittal	\$ 2,500
2. Meetings and Project Coordination	\$5,800
3. Civil Site Improvements and Final Engineering Design	\$63,000
4. On-Site Utility Coordination Plan	\$3,700
5. Bidding and Construction Administration Services	\$12,000
6. Record Drawings	\$3,000
Civil On-Site Engineering Services Total	\$90,000
Electrical Engineering Services	
1. Site Lighting Design	\$ 12,500
Electrical Engineering Services Total	\$12,500
Reimbursable Expenses	
1. Estimated Reimbursable Expenses	\$3,000
Estimated Reimbursement Total	\$3,000

Approved: _____

Signature: _____

Typed or Printed Name: _____

Title: _____

Date: _____



MAYOR JOE V SANCHEZ PUBLIC LIBRARY

Weslaco, Texas

A Proposal
For

Landscape Design Services

Prepared
For



Prepared
By



789 East Washington Street
Brownsville, Texas 78520
www.sspdesign.com

June 2023



June 30, 2023

Robert S. Simpson, AIA
Boultinghouse Simpson Gates Architects
3301 North McColl Road
McAllen, Texas 78501

Dear Mr. Simpson:

RE: Mayor Joe V Sanchez Public Library – Landscape Design
Weslaco, Texas

Thank you for your 'request for proposal' for the provision of landscape design services for the City of Weslaco Public Library project in Weslaco, Texas.

We have prepared a scope of work based on our meetings and review of the existing conditions. Our services will include schematic / design development plans, detailed landscape plans, irrigation plans, specifications, and construction administration.

SSP Design has a broad range of landscape planning and design experience including several municipal and governmental projects with Hidalgo and Cameron Counties, local municipalities, and private developers. City of Weslaco project experience includes the new Frost Bank on Westgate Drive, the historic Weslaco fire station on Kansas, the Weslaco City Hall project, the US Border Patrol Facility on Airport Drive, St. Pius X Catholic Church, and the downtown streetscape.

Please feel free to call and discuss this proposal at any time.

Thank you again for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Scott Pajeski".

S. Scott Pajeski, ASLA
Director



SCOPE OF WORK

Schematic / Design Development

1. Review of existing conditions and preparation of an updated base plan / site plan
2. Schematic / design development plans indicating overall project scope and character
3. Preliminary opinion of costs (cost estimate)
4. Review meetings with Owner/design team

Detail Landscape Design

1. Preparation of detailed landscape plans
2. Preparation of landscape schedules and details
3. Preparation of construction specifications
4. Review meetings with owner and design team

Detail Irrigation Design

1. Preparation of detailed irrigation plans
2. Preparation of irrigation details and construction specifications
3. Review meetings with owner and design team

Construction Administration

1. Bidding, negotiation, and contractor selection
2. Submittal reviews
3. Construction observation and punch lists



DESIGN FEES

Based on a review of the current conditions, above scope, and budget of approximately \$300,000, the following is a breakdown of our fees:

Schematic/Design Development	\$ 3,500
Detail Landscape Design	\$ 9,500
Detail Irrigation Design	\$ 2,500
Construction Administration	\$ 3,500
Total Design Fee	\$19,000

SSP Design hourly rates are as follows:

Principal/Partner	\$125.00/hr
Project Director/Manager	\$ 95.00/hr
Project Designer-I	\$ 85.00/hr
Project Designer-II	\$ 75.00/hr
Drafting	\$ 55.00/hr
Administrative	\$ 45.00/hr

CONDITIONS OF ENGAGEMENT

SSP follows the conditions and practices of the American Society of Landscape Architects (ASLA). S. Scott Pajeski would be appointed as Project Director. Supporting him on design, project management and construction administration will be Patrick L. McCauley and support staff. SSP utilizes Acad 2022 for all design documentation. All drawings will be submitted both in hard copy and digital formats. Invoices will be submitted monthly on a percentage of work complete.

We welcome further discussions once you have reviewed this initial proposal and look forward to working with you and your design team, administration and staff. If the above scope of work, design fees and conditions are acceptable, please sign and return fax to initiate work.

Sincerely,

SSP Design, LLC

A handwritten signature in black ink, appearing to read "S. Scott Pajeski", written over a horizontal line.

S. Scott Pajeski, ASLA
Director

Boultinghouse Simpson Gates Architects, Inc.

A horizontal line representing a signature.

Robert S. Simpson, AIA
Principal



S. Scott Pajeski, ASLA

Director

Education

Texas A&M University, College of Architecture and Environmental Design, College Station – B.S. Landscape Architecture
Italart Design Program, Florence, Italy

Experience & Qualifications

During the past thirty-three years, Scott has worked professionally as a resident in more than seven countries and has participated in projects in more than twenty countries worldwide. Projects have included some of the world's largest infrastructure developments as well as exclusive resort, residential, commercial, open space and parks master plans. Design, documentation, and administration have been accomplished working with both local and international multi-disciplinary teams.

Scott has worked with several internationally renown design firms including Belt Collins & Associates in Hawaii, M&SF in Finland, and EDAW Inc. in Australia. He has been consulting privately as SSP for over twenty years in the US and has designed and implemented projects in Texas, Louisiana, Florida, Hawaii, New York, and Massachusetts.

Scott has extensive experience in master planning and landscape design including two years in Australia participating in the master planning and design documentation of Millennium Park for the 2000 Olympic Games in Sydney. Other significant international projects include; design and documentation of the Robina Town Center, an exclusive retail development including extensive landscape and water features; Mango Hill New Town, a 4,000 acre master planned community including a town center, residential, commercial and a business park; and the master planning of the Taiwan National Botanical Gardens, a 500 acre botanical garden project for the Federal Government of Taiwan.

Scott has been consulting in South Texas for more than twenty years and has worked on several large-scale commercial, municipal and residential projects for the University of Texas, the City of Brownsville, the City of McAllen and several national and local architects, engineers and developers. Local project experience includes:

- ☐ **Frost Bank** – a new regional headquarters bank branch in McAllen and branch bank in Weslaco
- ☐ **City of Brownsville Public Library** – renovations at the Southmost Branch and new courtyard for the main branch
- ☐ **Harlingen CISD** – Transition Center
- ☐ **Hidalgo County Pct 4 Justice Center** – A new Services Facility and Justice Center for Hidalgo County in Edinburg
- ☐ **Hidalgo County Pct 1 Tax Office** – A new tax office & precinct building for Hidalgo County in Weslaco
- ☐ **HEB Soccer Complex & Park** – a new professional soccer complex & stadium including an amphitheater, trails and amenities
- ☐ **City of McAllen Youth Baseball Complex** – a new youth baseball park including 12 fields, concessions, trails, ponds & amenities
- ☐ **UTRGV Edinburg** – School of Medicine, Science Bldg Addition, Student Services Tower, Engineering Bldg
- ☐ **UTRGV Brownsville** – REK Center, Library, School of Education and Business School, Arts Center, Science Learning Tech Center
- ☐ **South Texas College** – Starr County and Mid-Valley Campus Landscape Master Plans, Pecan Campus Memorial Garden
- ☐ **Rio Grande Valley Premium Outlets** – national outlet mall in Mercedes
- ☐ **City of McAllen** – Downtown Parking Garage (Multi-story), Schupp Park Sunken Gardens, Quinta Mazatlan Birding Center



7/6/2023

Robert S. Simpson, AIA
Boultinghouse Simpson Gates Architects
3301 N. McColl Rd.
McAllen, Texas 78501

RE: Joe V. Sanchez Public Library
Weslaco, Texas
Addition to the Existing Building

Dear Mr. Gates:

Halff Associates is pleased to submit the enclosed proposal to provide professional Information Communications Technology (ICT) engineering services for the above referenced project. The following scope of services and fees are for the new construction of the Joe V. Sanchez Public Library. The design services will include the preparation of construction documents to include telecommunications design for data, voice, camera system and an electronic safety and security video surveillance systems.

Please refer to the attached scope of services to review the included work. Halff is interested in performing this work, and we are appreciative of the opportunity to work with Boultinghouse Simpson Gates Architects on this project. Please refer to AIA document C401-2017 dated 01/09/2023. If you find these agreeable, you may authorize Halff to proceed by signing the contract. We expect to be able to work toward mutually acceptable contract terms. If you have any questions or concerns, don't hesitate to contact me.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Gabriel Benavides", written in a cursive style.

Gabriel Benavides, PE
Electrical/ICT Team Leader, MEP Practice QA Manager
Halff Associates, Inc.

ICT DESIGN SCOPE OF SERVICES

Structured Cabling

1. Design of pathways and transmission media for horizontal distribution cabling system.
2. Design of pathways and media for backbone distribution cabling system within the Library Building.
3. Fiber and/or copper horizontal/backbone cabling, data terminations, equipment racks/cabinets for networking hardware and cable termination patch panels shall be specified and provided by owner. Servers, routers, network switches, computers, or other active equipment shall be specified and provided by owner.
4. Design for grounding systems for telecommunication system.
5. Design for horizontal and vertical cable supports such as cable tray, jay-hooks, and D-rings.
6. Telecommunication room(s) layout design based on cabling topology and space cooling.
7. Design coordination with owner IT representatives.

Video Surveillance System (VSS)

1. Design of surveillance camera system based on application (e.g. observation, deterrence, intrusion detection, and/or investigation), location, and Points of View (POV) with inputs from owner.
2. Specification of POE and/or POE+ cameras.
3. Specification of fixed, variable and zoomed lensed cameras based on application.
4. Design coordination with owner security and IT representatives.

Video Management System (VMS)

1. Design of video management system based on stand-alone or cloud-based system with inputs from owner.
2. Specification of server, video recorder(s), software, and licensing for premise or cloud-based system.

ICT CONSTRUCTION ADMINISTRATION SCOPE OF SERVICES

Construction Administration for ICT Systems (CA)

1. OAC meetings are to be held monthly for a max of 12 months. General Contractor will be responsible to manage the OAC meetings and be the responsible party for the OAC meeting agenda and meeting minutes.
2. Attend pre-construction conference
3. Answer contractor RFIs

4. Review and respond to submittals/shop drawings.
5. Attend max of 4 field visits and prepare a max of 5 field reports. Field reports are to be strategically scheduled for when the OAC meetings are scheduled for and for when GC has produced a significant amount of construction work.
 - a. (0) Pre-pour Observation (Site visit and report optional)
 - b. (1) In-wall Observation with report.
 - c. (1) Above-ceiling Observation with report.
 - d. (1) Punch List (substantial completion) with report
 - e. (1) MDF/IDF Observation (substantial completion with report)
 - f. (0) Back Punch (digital proof of completion by contractor for report. Site visit optional)

ASSUMPTIONS

The preparation of this proposal is made with the following assumptions:

1. The ICT design period of this project is anticipated to not exceed 24 weeks. Planned discipline specific ICT meetings will be attended by (1) project manager and (1) discipline lead and will not exceed 12 meetings in total. Any additional meetings required beyond this scope will be billed as additional services.
2. Notice to proceed date for the ICT design will begin after the model has been approved by the owner.
3. ICT design will be based on approved model by the owner. Any additional changes to the approved model once ICT design has begun will be billed as additional services.
4. Drawing deliverables included in this proposal consist of:
 - a. 60% CD Design Documents
 - b. 95% CD Design Documents
 - c. 100% CD Design Documents
5. The ICT design period of this project is anticipated to not exceed 24 weeks. Planned discipline specific ICT meetings will be attended by (1) project manager and (1) discipline lead and will not exceed 12 meetings in total. Any additional meetings required beyond this scope will be billed as additional services.
6. The following items shall be provided by the Prime Consultant:
 - Project base files in AutoDesk Revit 360 format
7. All Drawings, Documents, Specification produced in any form, to include Magnetic Media, provided by Engineer under the terms of this agreement are the property of Halff and are

not to be used for any reason or purpose other than to construct the above-named project without the written consent of the Engineer.

8. Specification of communication outlets, fiber and/or copper horizontal/backbone cabling, data terminations, equipment racks/cabinets for networking hardware and cable termination patch panels, servers, routers, network switches, computers, or other active equipment shall be specified, furnished, and installed by owner.
9. Specifications of contractor's minimal qualifications to install structured cabling systems and required cabling field testing reports shall be specified, furnished, and installed by owner.
10. Specification of cable termination and cabling labeling standards shall be specified, furnished, and installed by owner.

PROFESSIONAL FEE

Halff will perform the defined Scope of Services as stated above.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

Halff Associates will perform the defined Scope of Services for the following professional fee:

ICT SYSTEM DESIGN LUMP SUM FEE:

\$ 65,600

Approved: _____

Signature: _____

Typed or Printed Name: _____

Title: _____

Date: _____

ADDITIONAL SERVICES

Additional Services include the following:

These services must be agreed to by the Architect and Engineer and written authorization received from the Architect. Such written authorization must be received within seven (7) days after Engineer's notification of change to Architect, or Engineer may suspend work on all areas of work effected by the change

The following items are considered Additional Services and will be provided upon request by the Architect:

- A. Design services due to a change in Scope of Basic Services
- B. Design of bid alternates requested by Owner or Architect
- C. Design services due to Change Orders requested by the Owner or Architect
- D. Extensive site survey or verification of as-built drawings, other than noted under the Scope of Basic Services
- E. Engineering studies of alternative systems and equipment locations
- F. Energy Studies
- G. Economic Analysis
- H. Commissioning including the preparation of system acceptance specifications, pre-functional checklists, and functional performance checklists
- I. Record Drawing generation from Contractor's red lines
- J. Modification to the ICT design systems due to change in building code during the design or construction phase
- K. Design services for the development of a value engineering design
- L. Additional project sites not listed in the basic scope of services
- M. Filing fees and permit fees
- N. Additional work outside of site boundaries

OPTIONAL SERVICES

Audio/Visual System

1. Design of A/V system for small conference rooms to include basic cabling associated with the integration of screens, televisions and presentations associated to multimedia equipment
2. A/V associated lighting in conference rooms

Access Control System (ACS)

1. Specify card readers, door status sensors, access control or distribution panels for interior, exterior and site entry and exits.
2. Specify ACS solution for software, and licensing for premise or cloud-based solution.
3. Design of the ACS to integrate with the IDS and VMS to provide a single Electronic Safety & Security (ESS) system.

Intrusion/Intruder Detection System (IDS)

4. Specify motion sensors, glass breaks detectors, annunciators and sounding devices, and keypads based on perimeter, area of space, and point of object requirements.
5. Design of the intrusion detection system to integrate with the access control system.

Intercom System

1. Design of intercommunication system to include expansion to existing headend equipment, call-in buttons or telephones, consoles, speakers and clocks that are part of the system.

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Mayor Joe V. Sanchez Public Library
Weslaco, Texas

AGREEMENT INFORMATION:
Date: March 1, 2022

AMENDMENT INFORMATION:
Amendment Number: 001

Date: July 18, 2023

OWNER: *(name and address)*
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596

ARCHITECT: *(name and address)*
BSG Architects, Inc.
3301 N. McColl Road
McAllen, TX 78501

The Owner and Architect amend the Agreement as follows:

See attached letter dated July 7, 2023, which describes the separate items of Supplemental and Additional Services included in this amendment.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

See attached letter dated July 7, 2023.

Supplemental Services Fees to be paid at cost plus 10%.

Additional Services Fees to be paid as percentage of the most recently budgeted or awarded construction cost.

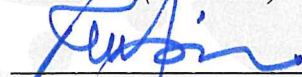
Schedule Adjustment:

No Change

SIGNATURES:

BSG ARCHITECTS, INC.

ARCHITECT *(Firm name)*



SIGNATURE

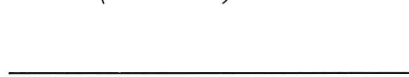
ROBERT SIMASON, U.P.

PRINTED NAME AND TITLE

7-18-2023

DATE

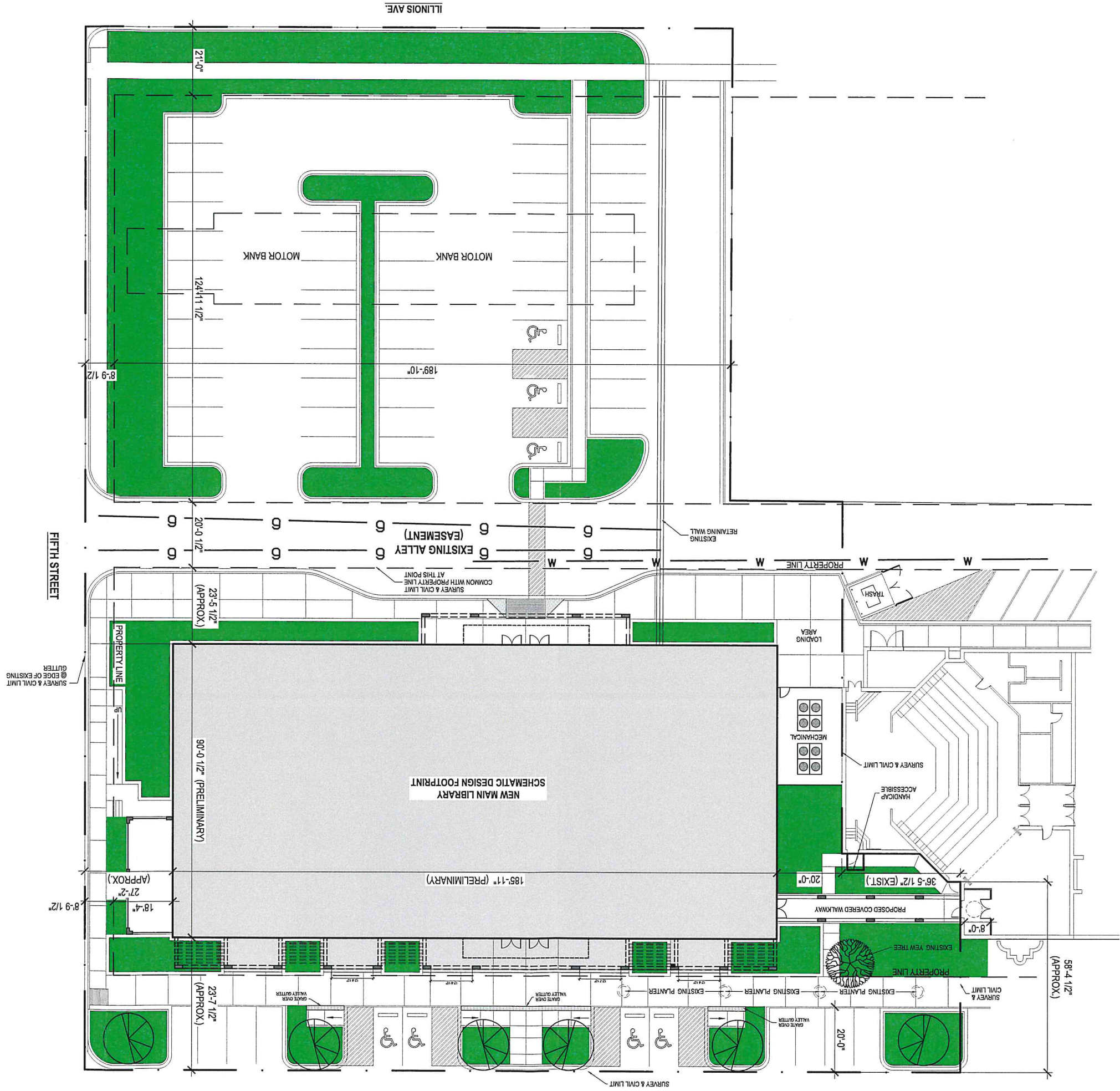
OWNER *(Firm name)*



SIGNATURE

PRINTED NAME AND TITLE

DATE



Weslaco Public Library					MSR DESIGN	7-Jul-23
Architectural Services Components						
Phase of Service	Service Type	Basis of Fee	Fee Calculation	Pending	Fee Sub-total	
Programming	Additional		\$28,000 + 10%		\$30,800	
Schematic Design	Basic	15%	\$7Million x 8.75% x 15%		\$91,875	
Design Development	Basic	20%	\$7Million x 8.75% x 20%		\$122,500	
Construction Documents	Basic	40%	\$7Million x 8.75% x 40%		\$245,000	
Bidding & Negotiations	Basic	5%	\$7Million x 8.75% x 5%		\$30,625	
Construction Administration	Basic	20%	\$7Million x 8.75% x 20%		\$122,500	
FF&E	Supplemental	Cost + 10%	\$500,000 x 8.75% + 10%		\$48,125	
Survey & Civil Design	Supplemental	Cost + 10%	\$113,200 + 10%	*	\$124,520	
Landscaping Design	Supplemental	Cost + 10%	\$19,000 + 10%	*	\$20,900	
AV/ICT/SECURITY DESIGN	Supplemental	Cost + 10%	\$67,700 + 10%	*	\$72,270	
Theater North Wall	Additional	Percentage	Cost x 8.75%		\$17,500	
Covered Connection + Lobby	Additional	Percentage	Cost x 8.75%		\$30,625	
Reimbursable Expenses	Reimbursable	At Cost				
Optional Services	Additional	TBD				
						\$957,240

Budgeted Construction Cost	\$7,000,000
FF&E Budget	\$500,000
Total Budget	\$7,500,000
Basic Services Fee Percentage	8.75%

SOFT COST ITEM BUDGETS

Porter Doss Building Demo	\$60,000	
Motor Bank Demolition	\$15,000	
Site Clearing, Plant Relocation	\$50,000	
Site Geotechnical Investigation		
CA Phase Materials Testing		
Theater New North Wall	\$200,000	
Covered Connection + Lobby	\$350,000	
Landscaping	\$350,000	
	\$19,000	
Hardscape Surrounding Building	\$0	
	\$113,200.00	
ICT System	\$200,000	
	\$65,700	
E-Rate Savings	(\$200,000)	
	\$1,025,000	\$1,025,000
SUBTOTAL SOFT COSTS		\$1,982,240

Pending Items

Existing Utility Relocations	TBD
New Parking Lot	TBD



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Mayor Joe V. Sanchez Public Library
Weslaco, Texas

AGREEMENT INFORMATION:
Date: March 1, 2022

AMENDMENT INFORMATION:
Amendment Number: 001

Date: July 18, 2023

OWNER: *(name and address)*
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596

ARCHITECT: *(name and address)*
BSG Architects, Inc.
3301 N. McColl Road
McAllen, TX 78501

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The Architect's compensation and schedule shall be adjusted as follows:

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Supplemental Services Fees to be paid at cost plus 10%.

Additional Services Fees to be paid as percentage of the most recently budgeted or awarded construction cost.

Schedule Adjustment:

No Change

SIGNATURES:

BSG ARCHITECTS, INC.

ARCHITECT *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

ROBERT SIMPSON, U.P.

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

7-18-2023

DATE

DATE



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6725	
From:			
Subject: Discussion and consideration to authorize staff to solicit Request for Proposals for the application, management, preparation, project implementation, planning services and submission requirements associated with the approval of a Hazardous Mitigation Planning Grant and Plan Development and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background: The city is in year 5 of a 5-year hazard mitigation plan. The staff is recommending we begin the planning process for the updated 5-year hazard mitigation plan. The plan is essential to the city in that it helps with emergency management preparation as well as serves as documentation for governing agencies which allows the city to apply for grant funding. The staff is requesting that we solicit firms to plan and prepare the next 5-year plan as well as apply for eligible grant funding. Hazard mitigation plans are typically funded through the Texas General Land Office and FEMA/TDEM. The selected firm will apply for eligible funding and will include applicable costs associated with the development of the 5-year plan. Funding is set aside under the City CIP budget. However, the city seeks reimbursement through the form of grants.			
Funding Source (budget code, if applicable): CIP			
Amount: \$75,000		Term of Impact: 1 year	Identified in Current Budget: Yes
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ANDREW MUNOZ ANDREW MUNOZ Martin Garza		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Grant Application and Hazard Mitigation Plan			

Responsibilities upon Approval:

Prepare the RFP and advertise for 30 days and continue with the procurement process.



**REQUEST FOR PROPOSALS FOR GRANT APPLICATION
AND HAZARD MITIGATION PLAN
RFB: 2022-23-00**

City of Weslaco

Request for Proposals / RFB No.: 2022-23-00

Grant Application and Hazard Mitigation Plan / RFB No.: 2022-23-00

Electronic submissions of bids addressed to Homer Rhodes, Purchasing Agent, will be accepted via BIDNET. RFQ deadline 11:00 AM on August 24, 2023, at which time they will be opened and read aloud via ZOOM meeting (Zoom link provided in RFP document).

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

A non-mandatory but recommended pre-bid conference will be held on August 9, 2023, at 11:00 AM via ZOOM (link provided in RFP document).

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best value and most advantageous (as allowed in Local Government Code 252.043) to the City and to hold bids for a period of thirty (30) days without acting, for the purpose of reviewing and investigation of respondent's qualifications prior to award. Bids must be submitted electronically through BIDNET, no other form of submission will be accepted.

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



VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **Weslaco Grant Application and Hazard Mitigation Plan RFB No.: 2022-23-00** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **August 22, 2023**, so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes
City of Weslaco
Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240
hrhodes@weslacotx.gov

Name: _____ Signature: _____
(print / contact person)

Title: _____ Company/Agency: _____

Mailing
Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Qualification No.: 2022-23-00

City of Weslaco

Weslaco Mid-Valley Airport Master Planning Services

Instructions to Vendors

Electronic submission of bids will be accepted at the office of Homer Rhodes, Purchasing Agent, through BIDNET portal until **11:00 AM on Thursday, August 24, 2023**, for all services required for this project in accordance with specifications.

1. Electronic bids must be submitted through BIDNET portal: <https://www.bidnetdirect.com/texas/cityofweslaco>
Submit bid packet along with Bid form in PDF format. No late BIDs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet request for BID(s) requirements may be grounds for disqualification.
2. Bid must give full firm name and address of respondent and be manually signed. Failure to do so will disqualify your bid. Person signing the bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.
3. Bid cannot be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing.
4. STATE SALES TAX MUST NOT BE INCLUDED IN BID. A tax-exempt form will be provided upon written request.
5. Number of days required to complete the entire project after receiving a Notice to Proceed order must be stated in your bid. Failure to state will obligate respondent to complete the entire project within thirty (30) consecutive calendar days.
6. When delay can be foreseen, vendor shall give prior notice to the City of Weslaco. Vendor must keep the City of Weslaco advised at all times of status and/or the progress of the entire project.
7. Acceptable reasons for delayed delivery/installation are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.) acts of government, (fire, strikes, and war). Actions beyond the control of the successful vendor.
8. The City may hold bid for a period of thirty (30) days after reading of same without acting. Respondents shall hold their bid firm for the same period.
9. The City of Weslaco reserves the right to reject any or all bids, to waive any or all informalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Weslaco.

10. The vendor agrees to indemnify and save harmless the city, the Purchasing Agent, and his/her assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products of processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
11. Respondent shall carefully examine the bid forms, requirements / specifications, and instructions to vendors. Should the vendor find discrepancies in, or omissions from bid forms, he/she should notify the Purchasing Agent, Homer Rhodes at hrhodes@weslacotx.gov , 956-447-2240 to obtain clarification by addendum prior to submitting any BIDs.
12. The City of Weslaco will execute payment by mail in strict accordance with, after all close-out documents & final contractor & sub-contractor Payroll documents have been submitted and after the entire project has been completed and found to meet City of Weslaco specifications. No other method of payment will be considered.
13. It shall be mandatory that the successful vendor provide the City of Weslaco within two (2) days of Notice of Award proof of Liability Insurance and Workers' Compensation Insurance from a reliable surety company licensed to operate in the State of Texas to conform to the following provisions and amounts:

Workers' Compensation	Statutory Limit
Compensation General Liability Occurrence	\$ 500,000 each
Bodily Injury & Property Damage aggregate	\$ 500,000 each
Comprehensive Auto	\$ 300,000 each

14. **Time of Completion and Liquidated Damages:**

Vendor must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the owner and to complete the project within the stated consecutive calendar days thereafter. Vendor must agree also to pay as liquidated damages the sum of two hundred and fifty (\$250.00) dollars per day for each consecutive calendar day thereafter.

18. **Conditions of Work:**

Each vendor must be informed fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful vendor of his obligation to furnish labor necessary to carry out the provisions of his contract.

19. **Addenda and Interpretations:**

No interpretations of the meaning of the specifications or other bid documents will be made orally to any vendor. Every request for such interpretation should be in writing addressed to Homer Rhodes hrhodes@weslacotx.gov , and to give consideration must be received at least four (4) days prior to the date fixed for the opening of bids. All such interpretations and any

supplemental instructions will be in the form of written addenda for the specifications which, if issued, will be posted on BIDNET portal. Failure of any vendor to receive any such addenda or interpretation shall not relieve such vendor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

20. **Laws and Regulations:**

The vendor's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The vendor shall give required notices, shall procure necessary governmental licenses and inspection, and shall pay without burden to the city all fees and charges in connection therewith unless specifically provided otherwise. In the event of violation, the vendor shall pay all fines and penalties, including attorney's fees, and other defense cost and expense in connection therewith.

21. **Obligation of Vendor:**

At the time of opening the BIDs, each vendor will be presumed to have inspected the site, to have read and to be thoroughly familiar with the specifications and contract documents (including all addenda). The failure or omission of any vendor to examine any form, instrument or document shall in no way relieve any vendor from any obligation in respect to his BID.

23. **ZOOM LINKS:**

Homer Rhodes is inviting you to a scheduled Zoom meeting.

Topic: PRE-BID: Weslaco Mid-Valley Airport Master Planning Services 2022-23-19

Time: August 9, 2023, 11:00 AM Central Time (US and Canada)

Join Zoom Meeting

Zoom Link:

<https://us02web.zoom.us/j/83480889954?pwd=aDZsem01LytWaEJWckFvaEpFUWt3Zz09>

Homer Rhodes is inviting you to a scheduled Zoom meeting.

Topic: BID OPENING: Weslaco Mid-Valley Airport Master Planning Services 2022-23-19

Time: August 24, 2023 11:00 AM Central Time (US and Canada)

Zoom Link:

<https://us02web.zoom.us/j/86855866266?pwd=M3FmaE5mcXRFdTRja3VMaXNLZ3FGQT09>

24. **Procurement Timeline:**

7/18/2023 Authorization to Solicit RFQ
7/26/2023 1st advertisement in the Advance News Journal
8/2/2023 2nd Advertisement in the Advance News Journal
8/9/2023 Zoom Pre-Submittal meeting at 11:00 AM

Zoom Link:

<https://us02web.zoom.us/j/83480889954?pwd=aDZsem01LytWaEJWckFvaEpFUWt3Zz09>

8/16/2023 Request for Information deadline – end of business day 5:00 PM
8/24/2023 RFQ/SOQ DEADLINE at 11:00 AM / Zoom Opening

Zoom Link:

<https://us02web.zoom.us/j/86855866266?pwd=M3FmaE5mcXRFdTRja3VMaXNLZ3FGQT09>

9/5/2023 Presentation to City Commission for Award or Interviews

Request for Proposals to Grant Application and Hazard Mitigation Plan

A. PROBLEM STATEMENT

The City of Weslaco wishes to secure the services of a professional consultant to perform all aspects of application, management, preparation, project implementation, planning services and submission requirements associated with the approval of a Hazardous Mitigation planning grant and plan development to the Federal Emergency Management Agency (FEMA) through the Texas Division of Emergency Management (TDEM). If the grant is approved, the consultant will develop the hazard mitigation plan, which will address all-natural hazards that can affect the city.

A FEMA-approved hazard mitigation grant is required in order to develop the plan. The awarded consultant will have expertise in developing both Hazard Mitigation Assistance plans and grants. Payment of services will be dependent upon City of Weslaco being awarded a Mitigation Planning grant from the TDEM, GLO and/or FEMA.

A Hazard Mitigation Plan is required for eligibility for grant funds through FEMA's pre-disaster grant programs such as: Pre-Disaster Mitigation (PDM) and Flood Mitigation Assistance (FMA); and post disaster grant programs such as: Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP). Federal grant programs award funds to local governments and non-profit organizations to implement mitigation projects identified as part of a FEMA-approved hazard mitigation plan.

All entities (as required and/or allowed by law) such as School Districts, County Offices, Drainage and Irrigation Districts located within City of Weslaco are invited and encouraged to participate.

B. GRANT APPLICATION PROCESS

A FEMA-approved hazard mitigation grant is required to develop the plan. Prospective respondents should detail their experience in developing hazard mitigation grant applications over the last five (5) years and demonstrate their success rate.

The City of Weslaco may require the consultant to develop multiple grant applications to different programs in order to ensure an award.

The consultant shall be responsible for completing all sections of the grant application and coordinating with the City of Weslaco as necessary for completion.

C. PLANNING UPDATE PROCESS

The hazard mitigation plan development process will involve the following steps, some of which may be performed concurrently. The qualified consultant shall demonstrate firm experience in completing the following:

- Documenting the planning process
- In-depth experience in developing and updating risk and vulnerability assessments
- Analyzing previous mitigation actions and developing new mitigation strategies
- Conducting public outreach, coordinating with stakeholders and strategic partners
- Developing all sections of the plan and assisting with adopting the plan.

Consultant must have a working relationship with TDEM and FEMA Region III and demonstrate experience in the review and editing process.

D. CONSULTANT SELECTION PROCEDURES

Proposals will be reviewed by the City of Weslaco City Commission and City staff. The Weslaco City Commission shall have final approval and award of contract.

E. PROPOSAL CONTENTS

The Consultant's proposal must contain a cover letter and five sections. The cover letter shall at minimum: list the RFP subject, the name of the proposer's firm, local address, telephone number, email address, name and title of contact person who will be authorized to make representation for the proposer and the date. The five sections shall include:

1. **Technical Approach/Project Schedule.** Briefly describe the approach to be taken in addressing the proposed scope of work. The description is to include delineation of Specific tasks to be undertaken in completing the Hazard Mitigation Grant and Plan Update.
2. **Experience of Proposed Personnel.** A brief resume of the individuals involved in the project will be required.
3. **Prior Related Experience.** Summarize the firm's experience with hazard mitigation grant development and planning in Texas since 2011.
4. **Responsiveness to client needs.** Describe specific project implementation measures intended to improve the overall positive benefit of the plan update to the citizens and jurisdictions of City of Weslaco. Describe factors such as familiarity with the geographic area of the project, positive interaction with TDEM staff and other planning capabilities that will enhance the overall quality and effectiveness of the completed plan update.
5. **References.** Please include a minimum of five (5) references. Include contact person and phone number for each referenced project.

Only the requested documents shall be placed in the proposal. Please do not provide additional or supplemental information.

F. FACTORS FOR AWARD/EVALUATION CRITERIA

The following factors will be used in evaluating consultants' proposals and awarding of contract:

1. Technical Approach/Project Schedule (25 points)
2. Experience of Proposed Personnel (25 points)
3. Prior related firm experience (20 points)
4. Responsiveness to Client Needs (15 points)
5. References (15 points)

Additional Information:

1. City of Weslaco will enter a contract with the consultant whose proposal is determined to be the most advantageous to the City, with all-inclusive quote and all other evaluation factors considered. The City of Weslaco reserves the right to reject all proposals and the right, in its sole discretion, to accept the proposal it considers most favorable to the City's interest. In addition, the City of Weslaco reserves the

right to waive minor irregularities in the procedures. The City of Weslaco further reserves the right to reject all proposals and seek new proposals when such action is reasonably in the best interest of City of Weslaco. The City of Weslaco reserves the right to cancel an awarded contract within thirty (30) days of written notice if performance is unsatisfactory. No penalty and/or fee may be imposed by either party if contract is cancelled or not renewed.

2. A written award of acceptance will be mailed to the successful proposer and a fully executed contract is required prior to commencement of any work under this RFP.

3. The City of Weslaco encourages proposals from small, minority, and female-owned businesses.

4. All questions and requests for clarification must be addressed to the City's Purchasing Office. Verbal discussions and answers are not binding. All clarifications and interpretations of content must be in writing (mail or facsimile transmission only). Any deviation from this request, may disqualify your proposal.

5. Proposals will be accepted only from parties that are free of all obligations and interests that might conflict with the best interest of the City of Weslaco and have the capacity of providing services on a timely basis.

6. The submission of a proposal shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.

7. The proposer shall furnish the City of Weslaco such additional information as it may reasonably require.

8. It is understood by all parties that no compensation will be paid nor will it be expected for any services rendered in the development of this proposal, grant application or services thereof, and will be dependent upon City of Weslaco being awarded the Mitigation Planning grant and a consultant is then under agreement and thereafter contract.

9. It is understood the proposer shall comply with all federal, state and local procurement requirements, Assurances and Certifications and any laws, as applicable.



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6195	
From: David Arce			
Subject: Discussion and consideration to authorize staff to cancel an order with Trafficware, LLC and approve the purchase two (2) traffic cabinets in the amount of \$31,200 plus shipping, from Texas Highway Products, LTD and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: Hello David, here is the production schedule for the orders: 22-3432 – Scheduled for assembly the week of 7-24 Scheduled for testing the week of 7-31 Scheduled to ship the week of 8-7 22-3663 – Scheduled for assembly the week of 8-28 Scheduled for testing the week of 9-4 Scheduled to ship the week of 9-10 I apologize for the delay. We are working through a backlog of cabinet orders that were delayed due to supply issues. We are just now shipping cabinets that were ordered 12-14 months ago. We are producing at full capacity and expect lead time to return to industry standard by the end of the summer.			
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 David Arce Albert Aldana Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			

Attachments, if any:

Memo 2023 TRAFFIC CABINET, Quote Q-2312589 Texas Highway Products, Trafficware-Cubic Quote, Purchase Order 22-3432 7.21.22, Purchase Order 22-3663 8.16.22

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

Date: July 18, 2023

To: City Commission

From: David Arce, Public Works Director

Subject: PURCHASE TRAFFIC CABINET

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Public Works Department is requesting approval to cancel PO's 22-3432 and 22-3663 for the purchase of 2 traffic cabinets. The two units are to be installed at 18th and Bridge and 6th and Bridge. Orders were placed about 11-12 months ago. Staff recommends purchasing 2 new cabinets from Texas Highway Products and they can have them here by the end of the month, in which we can have 18th and Bridge installed before school starts. The new cabinets are about \$2,500 each more expensive, but we want to complete the project that was started a few months ago. Demonstration of product was presented to Public Works Director and City Engineer, and the added capabilities we can at each intersection in the future.

Staff recommends approval.



Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681
Phone: (512) 255-7633 Fax: (512) 255-7634
www.trafficsignals.com

QUOTE

Q-2312589

DATE: 06/30/2023

ACCOUNT:
Weslaco, City of
1912 Joe Stephens Dr
Weslaco, TX 78596

PREPARED FOR:
Weslaco, City of
David Arce

PREPARED BY:
Xavier Martinez
Email:
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING & TRACKING INFO	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
TS2 CAB	Best Way	FOB Shipping Pt		Net 30

ITEM #	PRODUCT NAME	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
1	680 6002	INSTALL HWY TRF SIG (ISOLATED)	2	\$15,600.00	\$31,200.00
2	HEN-P168T-TS2-1 TxDOT	Henke - TxDOT Standard TS2 Cabinet	2		
3	PB-5306-GLV	3/4"-10 X 18" X 3" Anchor Bolts Set of Four	2		
4	EDI-MMU2-16LEip	MMU2 Smartmonitor W10/100mbps Ethernet Port	2		
5	EDI-BIU-700	Bus Interface Unit - TS2	8		
6	EDI-PS250	TS2 5 Amp Heavy Duty Power Supply	2		
7	EDI-510	Nema Load Switch	32		
8	EDI-810	Nema Dual Circuit Type 3 Flasher	2		
9	EDI-TR-200	Flash Relay	12		
10	Q-Free-YCT-XN-1	NEMA 16-Line OLED Disp. TS-2 Type 1 (ATC Compl.- No Exp SLot)	2		

Subtotal \$31,200.00

Tax \$0.00

ORDER TOTAL \$31,200.00



Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681
Phone: (512) 255-7633 Fax: (512) 255-7634
www.trafficsignals.com

QUOTE

Q-2312589

DATE: 06/30/2023

ACCOUNT:
Weslaco, City of
1912 Joe Stephens Dr
Weslaco, TX 78596

PREPARED FOR:
Weslaco, City of
David Arce

PREPARED BY:
Xavier Martinez
Email:
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING & TRACKING INFO	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
TS2 CAB	Best Way	FOB Shipping Pt		Net 30

ALL QUOTES ARE VALID FOR 60 DAYS.

PLEASE SEND PO'S TO: MCAMP@TRAFFICSIGNALS.COM AND THPACCOUNTING@TRAFFICSIGNALS.COM

SHIPPING/FREIGHT CHARGES WILL BE APPLIED ON SALES INVOICE UPON SHIPMENT OF ORDER.

THP ON-SITE ASSISTANCE IS AVAILABLE FOR ADDITIONAL FEES.
SUPPORT ITEMS ARE AVAILABLE ON BUYBOARD & SMARTBUY

PLEASE CONTACT US TO VERIFY PRICING IF YOUR QUOTE IS OLDER THAN **60 DAYS.**
PURCHASER TO VERIFY ALL QUANTITIES PRIOR TO PLACING ORDER.

A CREDIT CARD FEE OF 4% IS ADDED TO CREDIT CARD PAYMENTS.

THANK YOU FOR YOUR BUSINESS!

Client:

City of Weslaco
1912 Joe Stephens Ave
Weslaco, Texas 78596
Attn: Jesus Cabrera
Phone: (956) 973-3146 Office Ext. 1605
Email: Jcabrera@weslacobx.gov

Intersection/Notes:**Trafficware - A CUBIC Company**

522 Gillingham Lane
Sugar Land, TX 77478
(281) 240-7233 Phone
(281) 240-7238 Fax
trafficwarecustomer@cubic.com
www.trafficware.com

Reference:

Quote #: 08112022JO Replacement Cabinet
Re: Weslaco Replacement P Cabinet
Date: 08/11/2022

Your Trafficware Business Development Mgr

Contact Jason Ore
Phone.: 512-578-6333
Email: Jason.Ore@Cubic.com

QUOTATION FOR GOODS AND SERVICES

Thank you for your quotation request. We are pleased to offer this quotation for good and services as outlined under the terms and conditions noted below.

QUANTITY	DESCRIPTION	PART NUMBER	\$ / UNIT	\$ / TOTAL
1	Trafficware Base Mount "P" Cabinet 44W X 55H X 24D, 16 Loadbay, 24 Loop Includes: Trafficware 980 ATC NTCIP Controller MMU2 SmartMonitor Power Supply (1) BIU (4) Loadswitch (16) Flasher (1) Flash transfer relay (6)	70006-3044E-WC56010000-10 980ATC-41024010 9000-1201-102 50128-2101 9000-1190-000 9000-0020 9000-0001 4501-0020	\$12,800.00	\$12,800.00
1	GPS Kit - preinstalled	50122-2000	\$450.00	\$450.00
1	9-pin GPS Adapter Cable for 980ATC connection	10614-2000	incl.	
NOTE: THIS PRODUCT IS AVAILABLE ON BUYBOARD REFERENCE CONTRACT 608-20 HIGHWAY SAFETY AND TRAFFIC CONTROL PRODUCTS				
				TOTAL= \$13,250.00

TERMS AND NOTES:

- Terms:**
- QUOTE VALID FOR 90 DAYS.
 - PRICES ARE IN US FUNDS.
 - NET 30 DAYS.
 - FREIGHT - FOB ORIGIN / FREIGHT INCLUDED
 - TAXES ARE *NOT* INLCUDED. ALL ITEMS SUBJECT TO APPLICABLE TAXES. IF TAX EXEMPTION APPLIES PLEASE FURNISH NUMBER OR RESALE CERTIFICATE WITH PURCHASE ORDER.
 - DELIVERY 120-150 DAYS AFTER RECEIPT OF ORDER, FOR STANDARD ITEMS. FOR NON STANDARD ITEMS PLEASE ADD AN ADDITIONAL 60 DAYS
 - THIS QUOTATION IS FOR PRODUCT ONLY. QUOTE DOES NOT INCLUDE TRAINING OR TURN-ON ASSISTANCE, UNLESS STATED IN QUOTE.
- Notes:**
- ALL ORDERS ARE SUBJECT TO CREDIT APPROVAL.
 - CREDIT APPROVAL DELAYS MAY ADVERSLEY AFFECT STANDARD DELIVERY TIMES.
 - CANCELLED ORDERS ON STANDARD ITEMS ARE SUBJECT TO A 25% RESTOCKING FEE. RESTOCKING FEE FOR CANCELLED ORDERS ON SPECIALTY OR CUSTOM MADE ITEMS WILL BE HIGHER.
 - ITEM NUMBERS FOR PSI PRODUCTS (A TRAFFICWARE COMPANY) BEGIN WITH "P" TO HELP OUR PSI CUSTOMERS DISTINGUISH PSI PARTS. THESE PARTS CAN BE ORDERED WITH OR WITHOUT USING THE "P" PREFIX.
 - PLEASE SEND ALL PO'S TO TRAFFICWARECUSTOMERCARE@CUBIC.COM & MADE OUT TO CUBIC ITS, INC.

We appreciate the opportunity to provide this quotation!

Regards,

Jason Ore

Compliance:

Customer represents and warrants that, in connection with the marketing, sales and distribution of Trafficware Products, customer has complied and will comply with all applicable laws, including but not limited to: (1) anti-corruption laws (such as the U.S. Foreign Corrupt Practices Act) that prohibit directly or indirectly giving, offering, promising, requesting or accepting anything of value for the corrupt purpose of gaining a commercial benefit or advantage; and (2) U.S. export control and sanctions laws that regulate the disposition of U.S. -origin goods, software and technology

CITY OF WESLACO

PURCHASE ORDER

255 SOUTH KANSAS AVENUE

WESLACO, TEXAS 78596

FINANCE DEPARTMENT

956.968.3181

www.weslacotx.gov

Order Date
07/21/2022

Delivery Date

Terms
NET 30 DAYS

Requisition Number
03872

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TRAFFICWARE, LLC
522 GILLINGHAM LANE
SUGAR LAND, TX 77478

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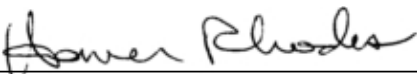
CITY OF WESLACO - PUBLIC WORKS
1912 JOE STEPHENS AVENUE
WESLACO, TX 78596
DAVID ARCE

Account	Quantity	Description of Articles or Service	Unit Price	Amount
01-5304-55010	1	TRAFFICWARE BASE MOUNT "P" CABINET	12,800.00	12,800.00
01-5304-55010	1	TRAFFICWARE BASE MOUNT "P" CABINET FOR BRIDGE & 18TH ST. . AS STATED ON QUOTE NO.: 2205-110TXBI . BUYBOARD CONTRACT NO.: 608-20	450.00	450.00
TOTAL				13,250.00

IMPORTANT INSTRUCTIONS AND CONDITIONS

1. If prices are higher than specified, do not ship. Advise us.
2. We will not in any manner be responsible for goods delivered or work done for our account without a written order, except on special contracts. If these conditions are not acceptable please advise us on receipt of the order and before you make any delivery.

CITY OF WESLACO

BY 
FINANCE DEPARTMENT

Mail Invoice and Bill of Lading, rendered separate for each order to City of Weslaco, Accounting Dept., 255 S. Kansas Avenue, Weslaco, Texas 78596

Delivery will be accepted at vendor's risk. Goods are subject to inspection and return if found inferior to specifications or reasonable standard quality.

The City of Weslaco is exempt from all Federal and State tax.

Tax Exempt Number: 17460025442

Purchase Order Number
Must Appear On All
Invoices, Packing List
and Packages

Purchase Order No.: 22-3432

CITY OF WESLACO

PURCHASE ORDER

255 SOUTH KANSAS AVENUE

WESLACO, TEXAS 78596

FINANCE DEPARTMENT

956.968.3181

www.weslacotx.gov

Order Date
08/16/2022

Delivery Date

Terms
NET 30 DAYS

Requisition Number
04187

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TRAFFICWARE, LLC
522 GILLINGHAM LANE
SUGAR LAND, TX 77478

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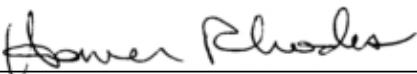
CITY OF WESLACO - PUBLIC WORKS
1912 JOE STEPHENS AVENUE
WESLACO, TX 78596
DAVID ARCE

Account	Quantity	Description of Articles or Service	Unit Price	Amount
01-5304-55010	1	TRAFFICWARE BASE MOUNT "P" CABINET	12,800.00	12,800.00
01-5304-55010	1	TRAFFICWARE BASE MOUNT "P" CABINET FOR BRIDGE & 6TH ST. AS STATED ON QUOTE NO.: 08112022JO BUYBOARD CONTRACT NO.: 608-20	450.00	450.00
TOTAL				13,250.00

IMPORTANT INSTRUCTIONS AND CONDITIONS

- If prices are higher than specified, do not ship. Advise us.
- We will not in any manner be responsible for goods delivered or work done for our account without a written order, except on special contracts. If these conditions are not acceptable please advise us on receipt of the order and before you make any delivery.

CITY OF WESLACO

BY 
FINANCE DEPARTMENT

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Delivery will be accepted at vendor's risk. Goods are subject to inspection and return if found inferior to specifications or reasonable standard quality.

The City of Weslaco is exempt from all Federal and State tax.

Tax Exempt Number: 17460025442

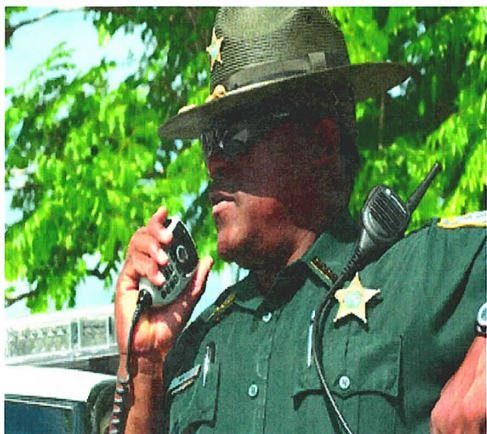
Purchase Order Number
Must Appear On All
Invoices, Packing List
and Packages

Purchase Order No.: 22-3663



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6673	
From:			
Subject: Discussion and consideration on the purchase of a Motorola Solutions 4RE Watchguard System to be used for interview/interrogation rooms in the new police department for the amount of \$52,097.53 BuyBoard Contract 2171265 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Motorola Solutions Draft Quote 2171265			
Responsibilities upon Approval:			



WESLACO POLICE DEPARTMENT
interview room qty 7 dome camera only running el 5 streaming
05/19/2023

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

05/19/2023

WESLACO POLICE DEPARTMENT
901 N AIRPORT DR
WESLACO, TX 78596

RE: Motorola Quote for interview room qty 7 dome camera only running el 5 streaming
Dear Robert Lopez,

Motorola Solutions is pleased to present WESLACO POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WESLACO POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Kevin Lamel at Kevin.Lamel@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kevin Lamel



DRAFT

QUOTE-2171265
interview room qty 7 dome camera only
running el 5 streaming

Billing Address:
WESLACO POLICE
DEPARTMENT
901 N AIRPORT DR
WESLACO, TX 78596
US

Quote Date:05/19/2023
Expiration Date:08/17/2023
Quote Created By:
Kevin Lamel
Kevin.Lamel@
motorolasolutions.com

End Customer:
WESLACO POLICE DEPARTMENT
Robert Lopez
rlopez@weslacotx.gov
(956) 968-8591

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
4RE In car Video System						
1	LSV01S03365A	4RE EXTENDED WARRANTY AND REPAIR	7	3 YEAR	\$625.00	\$4,375.00
2	WGB-0158A	4RE INTERVIEW ROOM,DOME	7		\$4,995.00	\$34,965.00
VideoManager EL: Video Evidence Management						
3	WGP02400-510	VIDEOMANAGER EL, 4RE/ M500 ANNUAL DEVICE LICENSE & SUPPORT FEE	7	1 YEAR	\$195.00	\$1,365.00
Interview Room						
4	ISV00S02379A	DELIVERY SERVICES	1		\$3,076.53	\$3,076.53
5	SSV00S01450B	LEARNER LXP SUBSCRIPTION	1	1 YEAR	\$0.00	\$0.00
6	SSV00S03125A	SOFTWARE,INTERVIEW ROOM FOR EL5	1	1 YEAR	\$8,316.00	\$8,316.00

Grand Total **\$52,097.53(USD)**



DRAFT

QUOTE-2171265
interview room qty 7 dome camera only
running el 5 streaming

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$49,180.86	\$0.00
Year 2 Subscription Fee	\$1,458.33	\$0.00
Year 3 Subscription Fee	\$1,458.33	\$0.00
Grand Total System Price	\$52,097.53	\$0.00

Notes:

- This quote does not include the installation of In-car hardware to the vehicle as it is best for customers to work with 3rd party upfitter directly on Installation.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

VIDEOManager EL SOLUTION DESCRIPTION

VideoManager EL simplifies evidence management, automates data maintenance, and facilitates management of your department's devices.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely.

The optional SmartControl and SmartConnect smart device applications support live video streaming from body-worn cameras, allowing personnel to view footage captured by the cameras in the app.

VIDEO EVIDENCE MANAGEMENT

VideoManager EL delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL makes evidence management as efficient as possible. With VideoManager EL, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL makes evidence review easier by allowing you to upload captured video and audio from your in-field devices, sharing important information that groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. Incidents recorded from several devices can be found easily and viewed at the same time, eliminating the task of reviewing irrelevant footage.

Its built-in media player includes a visual display of incident data, allowing you to view moments of interest, such as when lights, sirens, or brakes were activated during the event timeline, status of cameras and microphones, and patrol speed graph.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, drawings, and applicable external files can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL empowers you to easily share information in the evidence review or judiciary sharing process by exporting evidence data. It is capable of searching for data using various criteria, including import, export, playback, download, share, and modification dates, allowing users to quickly find relevant evidence.

Automatic Data Maintenance

VideoManager EL lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on any basis, based on how you want to configure the system.

Security groups and permissions are easily set up in VideoManager EL, allowing you to grant individuals access to evidence on an as-needed basis.

Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL integrates with SmartControl, an optional mobile application for Android and iOS that allows officers to review video evidence from their smartphone or tablet while they're still in the field.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL can assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled or assigned device system. VideoManager EL also enables devices to be quickly exchanged between officers during shift changes. This minimizes the number of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy your in-car and body-worn cameras in VideoManager EL. Devices can be assigned to personnel within VideoManager EL and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL's Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.



Devices can also be configured to remember individual preference settings for each user, including haptic and audible alert volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL also enable you to configure devices to operate in alignment

4RE IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The 4RE In-Car Video System lets users easily capture more footage and quickly upload high-definition video evidence without having to sacrifice time and situational awareness.

High Definition, Hands Free Evidence Capturing

The 4RE In-Car Video System is equipped with high-definition cameras with hands-free uploading capabilities, making the capture and upload of clear video evidence as easy as possible. The cameras record at 720p resolution and use an Ultra Wide Dynamic Range technology that dramatically improves the quality of video, especially in difficult lighting situations. This helps capture video evidence that is clear and easy to monitor. 4RE cameras are also equipped with patented Record-After-the-Fact® (RATF) technology, which allows users to go back in time and capture important evidence, even if the recording function was not activated and the incident happened days before.



The 4RE offers a dual drive structure with both an internal and removable USB drive for storage, and supports wireless upload. Wireless uploading capabilities through both Wi-Fi and LTE networks eliminate the need for trips to and from stations to upload evidence. The 4RE's patented multiple resolution encoding allows officers to save footage of critical incidents in HD and routine occurrences in a lower resolution at the same time. This eliminates the compromise between video quality and file storage needs. Event tags can be configured to determine which resolution is uploaded to the digital evidence management system (DEMS), as well as drive which files are automatically saved to it.

It includes three high-definition camera options; the ZSL, Panoramic X2, and the Mini-Zoom; which offer single and multi-camera, split-screen viewing on the display. Additional wireless microphones are included to enhance audio quality and amount of captured evidence.

The 4RE In-Car Video System can be configured to support the following:

- Additional dome, covert, or pinhole cameras for interview rooms.

Intuitive Display and Interface

The 4RE's display offers an easy-to-navigate 4.3" LED control panel with a backlit touch screen, allowing for clear view and navigation of the panel. Nearly all functions the officer will interact with are keys laid out along the control panel. Users can also program various sensors to activate a new record event, including emergency lights, siren, auxiliary input, wireless microphone, vehicle speed, and crash detection. Additionally, the 4RE can initiate its Covert Mode, in which the LEDs turn off, and simulates a complete device shutdown while the 4RE records video and audio simultaneously. This provides officers with a way to capture evidence while staying concealed.

The 4RE Mobile Data Computer App is a simple interface that runs on Windows 10 and interfaces with the 4RE through an Ethernet connection. The app also works in conjunction with the control panel, allowing 4RE to have full functionality when the MDC is not available.



VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to the Customer (hereinafter referred to as "Customer"). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors' SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad-hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.

Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.



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- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eExperience Portal ("LXP") in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer's project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.

- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



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- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.

Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



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- Verify successful upload from devices after docking back into the transfer station or USB dock.

INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities

- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.

- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively, "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



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The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.

INTERVIEW ROOM SOLUTION DESCRIPTION

OVERVIEW

Motorola Solutions' Interview Room enables public safety agencies to build a reliable library of evidence through an accessible and streamlined method of participating in interviews and capturing important conversations. This solution combines the recording abilities of the WatchGuard 4RE video system with Motorola Solutions digital evidence management software. Interview Room offers agencies a secure way to record interviews, live-stream from a laptop or PC, and store and manage recorded content.

4RE VIDEO SYSTEM

The Interview Room solution uses the 4RE video system, which captures footage of the important information discussed during interviews. The 4RE system includes dome, pinhole, or covert cameras and microphones to record audio and video. A 4.3" remote display control panel, with hardware keys, allows users to turn cameras on or off, start or stop a recording, and adjust recording features such as brightness and volume. The footage captured by the 4RE video system can be accessed via live-streamed video, and recorded for later playback.



LIVE-STREAMING CAPABILITIES

The Interview Room Application enables personnel to live-stream video from connected Interview Room systems. Administrators can configure the Interview Room Application to establish locations, enable Interview Room equipment, and grant access permissions to individual users.

Once an interview recording is initiated, remote users can live-stream virtually from any internet-accessible computer. Metadata collected before interviews begin—such as officer and interviewee name, incident ID, and location—is used to help additional users join the correct interview session.

Up to ten remote users can view a single camera interview session at once, and up to ten different interviews can be streamed simultaneously. Users are able to pause live-streaming audio and video when necessary.

VIDEO EVIDENCE MANAGEMENT

The Interview Room video system and application are compatible with three Motorola Solutions video evidence management systems: Evidence Library 5, Evidence Library Cloud, and CommandCentral Evidence.



**Evidence Library 5 and Evidence Library Cloud**

Evidence Library is an easy-to-use digital evidence management system available in on-premises and cloud-based storage configurations. It simplifies digital evidence management by allowing users to upload video evidence with important information and groups relevant evidence together. This information includes a recording's date and time, event ID, interviewer name, and event type. Video evidence captured during interview room sessions is uploaded to Evidence Library for storage and management, organizing all relevant information together in the process.

Evidence Library has two digital evidence management options, including the cloud-based EvidenceLibrary.com and Evidence Library 5 on-premises. Whether on-premises or cloud-based, Evidence Library can be accessed from any location on any agency desktop or laptop and provides comprehensive user, device, and video management.

CommandCentral Evidence

CommandCentral Evidence enables users to contain, organize, and manage large amounts of multimedia evidence from your agencies' interview rooms and other sources. Once video evidence is stored in CommandCentral Evidence, users can easily search, correlate, and review alongside other case-related evidentiary information, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant cases or incident information to link to Interview Room videos. Evidence items referenced frequently can be grouped together or bookmarked with the interface for easy and quick access to relevant case information and video evidence.

CommandCentral Evidence allows personnel to make informed decisions from an organized and complete case evidence view, while offering access control to allow only authorized personnel or judiciary partners access to sensitive information. Users can share interview recordings—with the chain of custody intact—with judiciary partners via an unauthenticated link or with authenticated users via a dedicated prosecutor web portal.

With a subscription to Evidence Library Cloud or CommandCentral Evidence, the Interview Room solution provides unlimited storage for one 4RE camera per interview room. For interview rooms with more than one camera, additional storage options can be purchased a-la-carte. Refer to the contracting document titled "Mobile Video Addendum" for more information about unlimited storage.

**INTERVIEW ROOM STATEMENT OF WORK****OVERVIEW**

The Statement of Work ("SOW") defines the principal activities and responsibilities of Motorola Solutions, Inc. ("Motorola Solutions") and the Customer ("Customer"). Motorola Solutions and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the scope will be mutually agreed upon via the change provision of the Agreement.

Unless specifically stated, Motorola Solutions work is performed remotely. The Customer will provide Motorola Solutions resources with unrestricted direct network access to enable Motorola Solutions to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by Motorola Solutions or its subcontractors are specifically listed in the Agreement. Any reference within this document and the subcontractors' SOWs (if applicable) does not imply or convey a software or subscription license or service that are not explicitly listed in the Agreement.

This SOW addresses the responsibilities of Motorola Solutions and Customer that are relevant to the implementation of Interview Room. For installation of cameras and Evidence Management systems, please reference the attached documentation.

PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement between Motorola Solutions and the Customer.

Completion and Acceptance Criteria

Motorola Solutions Integration Services are considered complete upon Motorola Solutions performing the last task listed in a series of responsibilities. Customer task completion will occur per the project schedule enabling Motorola Solutions to complete its tasks without delay.

Customer will provide Motorola Solutions written notification that it does not accept the completion of Motorola Solutions responsibilities or rejects a Motorola Solutions service deliverable within five business days of completion or receipt of a deliverable.

Following the verification that Customer can access Interview Room, service delivery is complete. The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola Solutions and Customer. Software System Completion will be in accordance with the terms of the Software Products Addendum, unless otherwise stated in this SOW.

PROJECT DEPLOYMENT**PROJECT PLANNING SESSION**

A clear understanding of the needs and expectations of both Motorola Solutions and the Customer are critical to the successful implementation and ongoing operation of Interview Room. In order to establish initial expectations for deployment, we will work with you to help you understand the impact of introducing a new solution and your preparedness for the implementation and support of Interview Room.

Shortly after contract signing, Motorola Solutions will conduct a one-on-one Project Planning Session teleconference with your designated resource to review the task requirements of each phase of the project.

Motorola Solutions Responsibilities

Make initial contact with the Customer Project Manager and schedule a Project Planning Session teleconference.

Conduct a Project Planning Session teleconference.

Review the overall project scope and objectives.

Review the resource and scheduling requirements.

Review the role of the Learning eXperience Portal ("LXP") in the delivery and provide Customer Username and Access Information.

Request user information required to establish the Customer in the LXP.

Customer Responsibilities

Collaborate with the Motorola Solutions Project Manager ("PM") and set the Project Planning Session meeting date.

Attend the Project Planning Session teleconference.

Provide the requested Customer information for system configuration within 5 business days.

Provide LXP user information as requested by Motorola.

Verify Customer Administrator(s) have access to the LXP.

Motorola Solutions Deliverables

Project Planning Session teleconference.

Administrator access to the LXP.

PROVISIONING AND ENABLEMENT

The Customer will work with Motorola on setup and configuration of the Customer firewall in order to allow traffic from CommandCentral. All work associated with install, setup, and configuration of the Video Management system will be completed prior to the start of any tasks in the Provisioning and Enablement Section.

AGENCY AND USER SETUP

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral Cloud Platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Solutions Responsibilities

Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.

Provision agency's CommandCentral initial users and permissions.

Confirm initial agencies and users have been configured.

Customer Responsibilities

Identify a System Administrator(s).

Ensure all System Administrators complete the CommandCentral Admin training.

Use the CommandCentral Admin tool to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

EVIDENCE MANAGEMENT

Motorola Solutions will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration of Customer's digital evidence management system.

Customer may receive a subscription to CommandCentral Evidence, Evidence Library Cloud, or Evidence Library 5. Implementation and configuration tasks related to these digital evidence management systems are detailed in the corresponding SOW(s) included in Customer's proposal package.

CommandCentral Cloud Enablement

The Customer will work with Motorola on setup and configuration of the Customer firewall in order to allow traffic from CommandCentral.

Motorola Solutions Responsibilities

- Provide Customer with the information for setting up IPSEC tunnel.
- Create an IPSEC tunnel.
- Remotely configure CloudConnect Virtual Machine.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

Customer Responsibilities

- Confirm with Motorola that network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Interview Room Enablement

Interview Room is a Solution-as-a-Service ("SaaS") application that is accessed via a web browser (Chrome). The client, in this context, consists of a workstation and web browser. Workstation requirements can be found in the Interview Room Technical Requirements document.

Motorola Solutions will provision Interview Room based on the information collected from Customer.

Motorola Solutions Responsibilities

- Enable Interview Room.
- Provide Customer URL access to the Interview Room.
- Establish initial stations, rooms, and cameras in Interview Room as provided by Customer.
- Verify Customer access to Interview Room.
- Conduct functional demonstration with Customer witness(es).

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



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QUOTE-2171265
interview room qty 7 dome
camera only running el 5
streaming

Customer Responsibilities

- Provide client workstations, web browsers, and network connectivity suitable for accessing the application.
- Provide Motorola initial list of assets: stations, rooms, and cameras.
- Participate in and observe the initial load of assets in Interview Room.
- Witness the functional demonstration and acknowledge its completion.

INTERVIEW ROOM ONLINE TRAINING

Online training is made available to you via Motorola Solutions Learning eXperience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of Online Training courses can be found in the Training Plan.

Motorola Solutions Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Perform scheduled maintenance. Notify the Customer 24 hours in advance of scheduled maintenance.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: Learning Experience Portal (LXP) Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola Solutions' LXP.
- Contact Motorola Solutions to engage Technical Support when needed.



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streaming

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Solutions Responsibilities

- Transition Customer to Motorola Solutions Customer Support.

Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.



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Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

INTERVIEW ROOM TECHNICAL REQUIREMENTS

The Technical Requirements are minimum requirements needed for Interview Room to have optimal base functionality. Responsibility for each is designated in the Statement of Work.

NETWORK SPECIFICATIONS FOR 4RE DEPLOYMENT REQUIREMENTS

Broadband connectivity must be established between the Watchguard 4RE system and the Cloud Anchor Server before deployment. The minimum network specifications for 4RE deployment include the following:

- Customer Network Performance:
 - Data must be able to travel from the 4RE system to the Cloud Anchor Server at a maximum delay of 125 ms.
 - Data packages must be sent within a maximum delay (jitter) of 25 ms.
 - In the event of an error event on the network, a max consecutive 10 IP packets could be lost. More than the loss of 10 IP packets could disrupt the quality of the live video stream.
 - Packets arriving out-of-order could result in packet loss.
 - Bandwidth for 1 stream 10 Mbps.
- IP Addresses:
 - IP Address for LVS Server (Cloud Anchor Server).
- A VPN connection between the Customer's network and Motorola Solutions' Cloud Anchor Server must be in place before deployment for the CommandCentral services can begin.

WORKSTATION REQUIREMENTS

Motorola Solutions recommends the following workstation specifications for optimal live-streaming:

- Google Chrome (Desktop or laptop only)
- Processor: Intel(R) Core(TM) i7-6820HQ CPU @2.7GHz
- RAM Memory: 16 GB DDR4
- Drive: 256 GB
- Operating System: Windows 10 Professional
- Network Interface Card: Intel Dual Band Wireless-AC 8260
- Graphics Card: NVIDIA Quadro M1000M
- Display: Narrow Bezel IPS Display, 1920 x 1080 resolution



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



Standardized Agenda Request Form

Date of Meeting: July 18, 2023	Agenda Item No. (to be assigned by CSO): 2023-6551	
From: OMAR RODRIGUEZ		
Subject: Discussion and consideration to approve a contract with Sam Garcia Architect, LLC in consideration of RFQ No.: 2022-23-07 Architectural/Engineering Design Services for a New Municipal Swimming Pool and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)		
Background: This item brings back for approval the final draft contract with Sam Garcia for architectural and engineering design services for a new municipal pool. The Architect's Basic Services will be compensated on a percentage basis at 7.5% of the final/actual construction cost. Initial fees will be based on a construction cost of \$2M. Basic Fee - \$150,000 Supplemental Services will be charged as follows: Site Analysis - Lump Sum Fee \$5,000 Pre-design programming - Lump Sum Fee \$10,000 Operation & Management Budget Plan \$5,000 Aquatic Planning and Design Consultant - Lump Sum Fee \$63,000 (based on swimming pool size not to exceed 3,000 square foot surface area). No additional fees will be charged for Building Information Model Management, Landscape Design, or Coordination of Owner's Consultants. total fees - \$233,000		
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 staff.		
Staff Recommendation:		

Staff recommends approval.
Attachments, if any: B101-2017 - WESLACO MUNICIPAL POOL Working Draft - Final
Responsibilities upon Approval:

DRAFT AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«THE CITY OF WESLACO, TEXAS »« »
«255 S. KANSAS AVE »
«WESLACO, TX 78596 »
« »

and the Architect:
(Name, legal status, address and other information)

«SAM GARCIA ARCHITECT »«LLC »
«1200 AUBURN AVE »
«SUITE 280 »
«MCALLEN, TX 78504 »

for the following Project:
(Name, location and detailed description)

«NEW MUNICIPAL SWIMMING POOL, »
«308 S. BRIDGE AVE. »
«WESLACO, TX 78596 »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« TO BE DETERMINED AS PART OF THE SERVICES PROVIDED IN THIS AGREEMENT, SEE SECTIONS 4.1.2.2.1 AND 4.1.2.2.2 OF THIS AGREEMENT »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«IRREGULARLY SHAPED 6.98 ACRE TRACT OF LAND, LOCATED IMMEDIATELY NORTH OF THE RAILROAD TRACKS ALONG U.S. BUSINESS 83 IN WESLACO, TEXAS. ADDRESS FOR THE SITE IS 308 S BRIDGE AVE. SITE IS THE FORMER DEPARTMENT OF PUBLIC WORKS YARD FOR THE CITY OF WESLACO PUBLIC WORKS DEPARTMENT. SITE IS PARTIALLY PAVED AND HAS VARIOUS EXISTING CONCRETE FOUNDATIONS. OWNER CLAIMS THAT THE SITE HAS GONE THROUGH PROPER REMEDIATION/DECONTAMINATION PROCESS FOR ANY HAZARDOUS ONSITE MATERIALS.. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

«THE TOTAL PROJECT COST SHALL NOT EXCEED:

TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00

REFER TO SECTION 6.1.1 FOR THE DISTINCTION BETWEEN THE OWNER'S INITIAL BUDGET AND THE FINAL/ACTUAL COST OF THE WORK. »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«TO BE DETERMINED »

.2 Construction commencement date:

«TO BE DETERMINED »

.3 Substantial Completion date or dates:

«TO BE DETERMINED »

.4 Other milestone dates:

«TO BE DETERMINED »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«COMPETITIVE SEALED PROPOSAL, AKA DESIGN-BID-BUILD »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«NOT APPLICABLE »

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

«OMAR RODRIGUEZ »
«DIRECTOR, WESLACO PARKS & RECREATION DEPARTMENT »
«255 S. KANSAS AVE. »
«WESLACO, TX 78596 »
« orodriguez@weslacotx.gov »
«
ALBERTO ALDANA
CITY ENGINEER, CITY OF WESLACO
255 S KANSAS AVE
WESLACO, TX 78596
aaldana@weslacotx.gov »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

«MAYOR OF THE CITY OF WESLACO, TEXAS: MR. DAVID SUAREZ,
CITY COMMISSION OF THE CITY OF WESLACO,
CITY MANAGER OF THE CITY OF WESLACO,
DIRECTOR OF PARKS & RECREATION DEPARTMENT FOR THE CITY OF WESLACO,
CITY ENGINEER OF THE CITY OF WESLACO »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

«TO BE DETERMINED BY CITY OF WESLACO »« »

« »
« »
« »
« »

.2 Other, if any:

(List any other consultants and contractors retained by the Owner.)

«COST ESTIMATOR – TO BE DETERMINED BY CITY OF WESLACO »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«SAM GARCIA, RA, AIA »
«PRINCIPAL – SAM GARCIA ARCHITECT, LLC »
«1200 AUBURN AVE, SUITE 280 »
«MCALLEN, TX 78504 »
«(956) 212-4930 »
«SG@SAMGARCIAARCHITECT.COM »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«GREEN RUBIANO & ASSOCIATES »« »

«1220 W HARRISON AVE »

«HARLINGEN, TX 78550 »

«(956) 428-4461 »

« »

.2 Mechanical, ELECTRICAL, PLUMBING (MEP) Engineer:

«TRINITY MEP ENGINEERING »«LLC »

«3533 E MORELAND DRIVE »

«WESLACO, TX 78596 »

«(956) 973-00500 »

« »

.3 LANDSCAPE ARCHITECT:

«HEFFNER DESIGN TEAM »«PLLC »

«4100 N 22ND STREET »

«MCALLEN, TX 78504 »
«(956) 540-7850 »
« »

.4 Civil Engineer:

«MELDEN & HUNT »«INC »
«115 W MCINTYRE STREET »
«EDINBURG, TX 78541 »
«(956) 381-0981 »
« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

«AQUATIC PLANNING AND DESIGN CONSULTANT:
12851 MANCHESTER ROAD
SUITE 120
DES PERES, MO 63131
(314) 894-1245
»

§ 1.1.12 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the services, schedule for services, and compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of DOCUMENTS or any other information or documentation in digital form.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement, AS AMENDED. The Architect represents that it is LAWFULLY licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, AS AMENDED or shall cause such services to be performed by LAWFULLY licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 WITHOUT the Owner's knowledge and WRITTEN consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 NO WORK WILL BE COMMENCED UNTIL AIL REQUIREMENTS OF THIS SECTION HAVE BEEN SATISFIED, SATISFACTORY EVIDENCE OF INSURANCE HAS BEEN PROVIDED, AND ALL INSURANCE IS IN FULL FORCE AND EFFECT. ARCHITECT SHALL NOTIFY OWNER IN WRITING OF ANY PROPOSED NONCONFORMITY WITH THESE REQUIREMENTS AND SHALL NOTIFY OWNER IN WRITING OF ANY INSURANCE CHANGES WHICH OCCUR DURING THE TERMS REQUIRED UNDER THE AGREEMENT. ANY DEVIATION FROM THESE REQUIREMENTS CAN ONLY BE APPROVED BY OWNER'S CITY COMMISSION. ANY NONCONFORMITY MAY BE GROUNDS FOR TERMINATION OR MODIFICATION OF THE AGREEMENT. TO THE EXTENT THAT ARCHITECT IS UNABLE TO PROCURE THE INSURANCE DESIGNATED HEREIN BECAUSE THE INSURANCE IS NOT REASONABLY AVAILABLE OR IS COST-PROHIBITIVE, THEN ARCHITECT SHALL PROVIDE WRITTEN NOTICE TO OWNER'S CITY COMMISSION. SAID LACK OF INSURANCE MAY THEN BE GROUNDS FOR TERMINATION OR MODIFICATION OF THIS AGREEMENT.

§ 2.5.1 SATISFACTORY EVIDENCE OF INSURANCE REQUIRED BY THIS ARTICLE SHALL BE PROVIDED TO OWNER NOT LATER THAN FIVE BUSINESS DAYS AFTER EXECUTION OF THE AGREEMENT BY OWNER. SATISFACTORY EVIDENCE SHALL INCLUDE COPIES OF ALL REQUIRED INSURANCE POLICIES, DECLARATIONS, AND ENDORSEMENTS THEMSELVES. IN ADDITION, ARCHITECT SHALL ALSO PROVIDE A DULY-EXECUTED ACORD FORM 25 CERTIFICATE OF LIABILITY INSURANCE NAMING OWNER AS A CERTIFICATE HOLDER AND ATTACHING AIL ENDORSEMENTS REQUIRED HEREIN. THE ARCHITECT SHALL FURNISH OWNER ALL INSURANCE AMENDMENTS, RENEWALS, NOTICES, CANCELLATIONS AND ADDITIONAL ENDORSEMENTS.

§ 2.5.2 ALL INSURANCE REQUIRED HEREIN SHALL BE OBTAINED FROM A COMPANY LICENSED TO DO BUSINESS IN THE STATE OF TEXAS BY THE TEXAS DEPARTMENT OF INSURANCE.

§ 2.5.3 ALL INSURANCE REQUIRED HEREIN SHALL NAME THE OWNER, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, AS AN ADDITIONAL INSURED, EXCEPT CONTRACTOR'S WORKER'S COMPENSATION INSURANCE.

§ 2.5.4 ALL INSURANCE REQUIRED HEREIN SHALL BE, BY ENDORSEMENT, PRIMARY AND NON-CONTRIBUTORY INSURANCE WITH RESPECT TO THE OWNER, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS. ALL INSURANCE SHALL BE WRITTEN ON AN OCCURRENCE BASIS, IF AVAILABLE, AND SHALL CONTAIN A WAIVER OF SUBROGATION IN FAVOR OF OWNER ON ALL CLAIMS ARISING OUT OF THE PROJECT. THE POLICIES SHALL PROVIDE SUCH WAIVERS OF SUBROGATION BY ENDORSEMENT OR OTHERWISE. A WAIVER OF SUBROGATION SHALL BE EFFECTIVE AS TO A PERSON OR ENTITY EVEN THOUGH THAT PERSON OR ENTITY WOULD OTHERWISE HAVE A DUTY OF INDEMNIFICATION, CONTRACTUAL OR OTHERWISE, OR DID NOT PAY THE INSURANCE PREMIUM DIRECTLY OR INDIRECTLY; AND WHETHER OR NOT THE PERSON OR ENTITY HAD AN INSURABLE INTEREST IN THE PROPERTY DAMAGED.

§ 2.5.5 ANY FAILURE OF ARCHITECT TO COMPLY WITH THE REPORTING PROVISIONS OF THE POLICIES SHALL NOT AFFECT THE COVERAGE PROVIDED TO THE OWNER, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS.

§ 2.5.6 NOTHING CONTAINED IN THIS ARTICLE SHALL LIMIT OR WAIVE ARCHITECT'S LEGAL OR CONTRACTUAL RESPONSIBILITIES TO OWNER OR OTHERS.

§ 2.5.7 THE ARCHITECT SHALL MAINTAIN THE FOLLOWING INSURANCE UNTIL TERMINATION OF THIS AGREEMENT. IF ANY OF THE REQUIREMENTS SET FORTH BELOW ARE IN ADDITION TO THE TYPES AND LIMITS THE ARCHITECT NORMALLY MAINTAINS, THE OWNER SHALL PAY THE ARCHITECT AS SET FORTH IN SECTION 11.9.

- COMMERCIAL GENERAL LIABILITY WITH POLICY LIMITS OF NOT LESS THAN ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) FOR EACH OCCURRENCE AND ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) IN THE AGGREGATE FOR BODILY INJURY AND PROPERTY DAMAGE.

- AUTOMOBILE LIABILITY COVERING VEHICLES OWNED, AND NON-OWNED VEHICLES USED, BY THE ARCHITECT WITH POLICY LIMITS OF NOT LESS THAN ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) PER ACCIDENT FOR BODILY INJURY, DEATH OF ANY PERSON, AND PROPERTY DAMAGE ARISING OUT OF THE OWNERSHIP, MAINTENANCE AND USE OF THOSE MOTOR VEHICLES, ALONG WITH ANY OTHER STATUTORILY REQUIRED AUTOMOBILE COVERAGE.

§ 2.5.8 THE ARCHITECT MAY ACHIEVE THE REQUIRED LIMITS AND COVERAGE FOR COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY THROUGH A COMBINATION OF PRIMARY AND EXCESS OR UMBRELLA LIABILITY INSURANCE, PROVIDED SUCH PRIMARY AND EXCESS OR UMBRELLA LIABILITY INSURANCE POLICIES RESULT IN THE SAME OR GREATER COVERAGE AS THE COVERAGES REQUIRED UNDER SECTIONS 2.5.7, AND IN NO EVENT SHALL ANY EXCESS OR UMBRELLA LIABILITY INSURANCE PROVIDE NARROWER COVERAGE THAN THE PRIMARY POLICY. THE EXCESS POLICY SHALL NOT REQUIRE THE EXHAUSTION OF THE UNDERLYING LIMITS ONLY THROUGH THE ACTUAL PAYMENT BY THE UNDERLYING INSURERS.

- WORKERS' COMPENSATION AT STATUTORY LIMITS.
- EMPLOYERS' LIABILITY WITH POLICY LIMITS NOT LESS THAN ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) EACH ACCIDENT, ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) EACH EMPLOYEE, AND ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) POLICY LIMIT.
- PROFESSIONAL LIABILITY COVERING NEGLIGENT ACTS, ERRORS AND OMISSIONS IN THE PERFORMANCE OF PROFESSIONAL SERVICES WITH POLICY LIMITS OF NOT LESS THAN ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) PER CLAIM AND TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00) IN THE AGGREGATE.

§ 2.5.9 ADDITIONAL INSURED OBLIGATIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE ARCHITECT SHALL CAUSE THE PRIMARY AND EXCESS OR UMBRELLA POLICES FOR COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY TO INCLUDE THE OWNER AS AN ADDITIONAL INSURED FOR CLAIMS CAUSE IN WHOLE OR IN PART BY THE ARCHITECT'S NEGLIGENT ACTS OR OMISSIONS. THE ADDITIONAL INSURED COVERAGE SHALL BE PRIMARY AND NON-CONTRIBUTORY TO ANY OF THE OWNER'S INSURANCE POLICIES AND SHALL APPLY TO BOTH ONGOING AND COMPLETED OPERATIONS.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical, AND CIVIL engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. THE ARCHITECT SHALL NOT BE RELIEVED OF ITS OBLIGATIONS TO PERFORM THE BASIC SERVICES IN ACCORDANCE WITH THE AGREEMENT, AS AMENDED, EITHER BY ACTIVITIES OR DUTIES OF THE ARCHITECT IN THE ARCHITECT'S ADMINISTRATION OF THE AGREEMENT, ACTIVITIES OF THE OWNER (OR OWNER'S PROGRAM MANAGER, IF APPLICABLE), OR BY TESTS, INSPECTIONS OR APPROVALS REQUIRED OR PERFORMED BY PERSONS OR ENTITIES.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval AND WRITTEN CONSENT, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. IF THE ARCHITECT PERFORMS DESIGN OR CONSTRUCTION SERVICES WHEN THE ARCHITECT KNOWS OR REASONABLY SHOULD HAVE KNOWN IT TO BE CONTRARY TO APPLICABLE LAWS, STATUTES, ORDINANCES, AND/OR CODES, THE CONTRACT DOCUMENTS OR LAWFUL ORDERS OF PUBLIC AUTHORITIES, THE ARCHITECT SHALL ASSUME APPROPRIATE RESPONSIBILITY FOR SUCH WORK AND SHALL BEAR THE COSTS ATTRIBUTABLE TO CORRECTION.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. THE OWNER SHALL HAVE FINAL DECISION AUTHORITY AS APPROVED BY THE OWNER'S CITY COMMISSION.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 PROCUREMENT OF CONSTRUCTION SERVICES

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions AND PRODUCT SUBSTITUTION REQUESTS from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed IN WRITING about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 THE ARCHITECT SHALL REJECT WORK THAT DOES NOT CONFORM TO THE CONSTRUCTION DOCUMENTS AND CONTRACT DOCUMENTS. WHENEVER THE ARCHITECT CONSIDERS IT NECESSARY OR ADVISABLE, THE ARCHITECT WILL RECOMMEND TO OWNER ADDITIONAL INSPECTION OR TESTING OF THE WORK IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT DOCUMENTS, WHETHER OR NOT THE WORK IS FABRICATED, INSTALLED OR COMPLETED. HOWEVER, NEITHER THIS AUTHORITY OF THE ARCHITECT NOR A DECISION MADE IN GOOD FAITH EITHER TO EXERCISE OR NOT TO EXERCISE SUCH AUTHORITY SHALL GIVE RISE TO A DUTY OR RESPONSIBILITY OF THE ARCHITECT OR THE OWNER TO THE CONTRACTOR, SUBCONTRACTORS, SUPPLIERS, THEIR AGENTS OR EMPLOYEES, OR OTHER PERSONS OR ENTITIES PERFORMING PORTIONS OF THE WORK. ARCHITECT AND/OR CONTRACTOR SHALL PROMPTLY NOTIFY, ORALLY AND IN WRITING, THE OTHER PARTY AND OWNER OF ANY FAULT OR DEFECT IN THE PROJECT OR NONCONFORMANCE WITH CONSTRUCTION DOCUMENTS OR THE CONTRACT DOCUMENTS THEY MAY RESPECTIVELY DISCOVER AND EACH, UPON DISCOVERY OF THE DEFECT OR NONCONFORMANCE, SHALL BE RESPONSIBLE FOR NOTIFYING THE OTHER PARTY AND OWNER OF THOSE CORRECTIVE ACTIONS THEY RESPECTIVELY TAKE. TESTING OR INSPECTIONS REQUIRED BY THIS SUBPARAGRAPH SHALL BE CONDUCTED SUBJECT TO THE REQUIREMENTS OF CHAPTER 2269 OF THE TEXAS GOVERNMENT CODE.

§ 3.6.2.3 THE ARCHITECT WILL REVIEW AND APPROVE, OR TAKE OTHER APPROPRIATE ACTION UPON, THE CONTRACTOR'S SUBMITTALS SUCH AS SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES, FOR THE PURPOSE OF CHECKING FOR CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS AND THE CONTRACT DOCUMENTS AND ALL APPLICABLE LAWS, STATUTES, CODES AND REQUIREMENTS APPLICABLE TO ARCHITECT'S DESIGN SERVICES. THE ARCHITECT'S ACTION WILL BE TAKEN WITH SUCH REASONABLE PROMPTNESS AS TO CAUSE NO DELAY IN THE WORK OR IN THE ACTIVITIES OF THE OWNER, CONTRACTOR, OR SEPARATE CONTRACTORS, WHILE ALLOWING SUFFICIENT TIME IN THE ARCHITECT'S PROFESSIONAL JUDGMENT TO PERMIT ADEQUATE REVIEW. REVIEW OF SUCH SUBMITTALS IS CONDUCTED FOR THE PURPOSE OF DETERMINING THE GENERAL ACCURACY AND COMPLETENESS OF OTHER DETAILS SUCH AS DIMENSIONS AND QUANTITIES AND FOR SUBSTANTIATING INSTRUCTIONS FOR INSTALLATION OF EQUIPMENT OR SYSTEMS, ALL OF WHICH REMAIN THE RESPONSIBILITY OF THE CONTRACTOR AS REQUIRED BY THE CONSTRUCTION DOCUMENTS AND CONTRACT DOCUMENTS.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 THE ARCHITECT WILL, WITHIN SEVEN DAYS AFTER RECEIPT OF THE CONTRACTOR'S APPLICATION FOR PAYMENT, EITHER (1) RETURN THE PAYMENT APPLICATION TO THE CONTRACTOR; OR (2) ISSUE TO THE OWNER A CERTIFICATE FOR PAYMENT IN THE FULL AMOUNT OF THE APPLICATION FOR PAYMENT, WITH A COPY TO THE CONTRACTOR; OR (3) ISSUE TO THE OWNER A CERTIFICATE FOR PAYMENT FOR SUCH AMOUNT AS THE ARCHITECT DETERMINES IS PROPERLY DUE, AND NOTIFY THE CONTRACTOR AND OWNER OF THE ARCHITECT'S REASONS FOR WITHHOLDING CERTIFICATION IN PART; OR (4) WITHHOLD CERTIFICATION OF THE ENTIRE APPLICATION FOR PAYMENT, AND NOTIFY THE CONTRACTOR AND OWNER OF THE ARCHITECT'S REASON FOR WITHHOLDING CERTIFICATION IN WHOLE.

§ 3.6.3.2 THE ISSUANCE OF A CERTIFICATE FOR PAYMENT WILL CONSTITUTE A REPRESENTATION BY THE ARCHITECT TO THE OWNER, THAT THE ARCHITECT HAS OBSERVED THE PROGRESS OF THE WORK; DETERMINED THAT, THE WORK HAS PROGRESSED TO THE POINT INDICATED. IN THE ARCHITECT'S PROFESSIONAL OPINION, DETERMINED THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND THE CONTRACT DOCUMENTS; AND CRITICALLY EVALUATED AND CERTIFIED THAT THE AMOUNTS REQUESTED IN THE APPLICATION FOR PAYMENT ARE VALID AND CORRECT, IN THE ARCHITECT'S PROFESSIONAL OPINION. THE FOREGOING REPRESENTATIONS ARE SUBJECT TO AN EVALUATION OF THE WORK FOR CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS AND CONTRACT DOCUMENTS UPON SUBSTANTIAL COMPLETION, TO RESULTS OF SUBSEQUENT TESTS AND INSPECTIONS, TO CORRECTION OF MINOR DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS AND CONTRACT

DOCUMENTS PRIOR TO COMPLETION, AND TO SPECIFIC QUALIFICATIONS EXPRESSED BY THE ARCHITECT IN WRITING TO THE OWNER. HOWEVER, THE ISSUANCE OF A CERTIFICATE FOR PAYMENT WILL NOT BE A REPRESENTATION THAT THE ARCHITECT HAS (1) MADE EXHAUSTIVE OR CONTINUOUS ON-SITE INSPECTIONS TO CHECK THE QUALITY OR QUANTITY OF THE WORK; (2) REVIEWED CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES; (3) REVIEWED COPIES OF REQUISITIONS RECEIVED FROM SUBCONTRACTORS AND SUPPLIERS AND OTHER DATA UNLESS REQUESTED BY THE OWNER TO SUBSTANTIATE THE CONTRACTOR'S RIGHT TO PAYMENT; OR (4) MADE EXAMINATION TO ASCERTAIN HOW OR FOR WHAT PURPOSE THE CONTRACTOR HAS USED MONEY PREVIOUSLY PAID ON ACCOUNT OF THE CONTRACT SUM. EXAMINATIONS, AUDITS AND VERIFICATIONS, IF REQUIRED BY THE OWNER, WILL BE PERFORMED BY THE OWNER'S ACCOUNTANTS OR OTHER REPRESENTATIVES OF THE OWNER ACTING IN THE SOLE INTEREST OF THE OWNER.

§ 3.6.3.3 THE ISSUANCE OF A CERTIFICATE FOR PAYMENT SHALL CONSTITUTE A RECOMMENDATION TO THE OWNER REGARDING THE AMOUNT TO BE PAID. THIS RECOMMENDATION IS NOT BINDING ON THE OWNER IF OWNER KNOWS OF OTHER REASONS UNDER THE CONTRACT DOCUMENTS WHY PAYMENT SHOULD BE WITHHELD.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 THE ARCHITECT SHALL REVIEW AND PROVIDE APPROVAL OF THE CONTRACTOR'S SUBMITTAL SCHEDULE AND SHALL NOT BE UNREASONABLY DELAYED OR WITHHELD. THE SUBMITTAL SCHEDULE SHALL (1) BE COORDINATED WITH THE CONTRACTOR'S CONSTRUCTION SCHEDULE, AND (2) ALLOW THE ARCHITECT REASONABLE TIME TO REVIEW SUBMITTALS. IF THE CONTRACTOR FAILS TO SUBMIT A SUBMITTAL SCHEDULE OR FAILS TO PROVIDE SUBMITTALS IN ACCORDANCE WITH THE APPROVED SUBMITTAL SCHEDULE, THE CONTRACTOR SHALL NOT BE ENTITLED TO ANY INCREASE IN CONTRACT SUM OR EXTENSION OF CONTRACT TIME BASED ON THE TIME REQUIRED FOR REVIEW OF SUBMITTALS.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals for the limited purpose of CONFIRMING conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify ALL performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. THE OWNER AND THE ARCHITECT SHALL BE ENTITLED TO RELY UPON THE ADEQUACY, ACCURACY AND COMPLETENESS OF THE SERVICES, CERTIFICATIONS, AND APPROVALS PERFORMED OR PROVIDED BY SUCH DESIGN PROFESSIONALS. THE ARCHITECT WILL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON SUBMITTALS ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH INFORMATION GIVEN AND THE DESIGN CONCEPT EXPRESSED IN THE CONTRACT DOCUMENTS. A REGISTERED ARCHITECT MUST PREPARE PLANS AND SPECIFICATIONS FOR ALL THE WORK, AS GOVERNED BY THE TEXAS OCCUPATIONS CODE CHAPTER 1051; AND A REGISTERED ENGINEER MUST PREPARE PLANS, SPECIFICATIONS AND ESTIMATES FOR ALL WORK GOVERNED BY TEXAS OCCUPATIONS CODE CHAPTER 1001. IN THE EVENT THAT THE LICENSED DESIGN PROFESSIONAL RETAINED BY THE CONTRACTOR WILL BE CONDUCTING ON-SITE SERVICES OR OBSERVATIONS, THE LICENSED DESIGN PROFESSIONAL SHALL ALSO CARRY

WORKER'S COMPENSATION INSURANCE AND COMPREHENSIVE AUTOMOBILE LIABILITY IN THE SAME AMOUNTS AND FORMS AS REQUIRED OF THE ARCHITECT ON THIS PROJECT.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to ALL requests for information REGARDING the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 SUBJECT TO SECTION 4.2, THE ARCHITECT SHALL REVIEW AND RESPOND TO ALL REQUESTS FOR INFORMATION REGARDING THE CONTRACT DOCUMENTS, FIELD CONDITIONS. OWNER-PROVIDED ITEMS. CONTRACTOR-PREPARED COORDINATION DRAWINGS, OR PRIOR PROJECT CORRESPONDENCE OR DOCUMENTATION. THE ARCHITECT SHALL SET FORTH, IN THE CONTRACT DOCUMENTS, THE REQUIREMENTS FOR REQUESTS FOR INFORMATION. THE ARCHITECT'S RESPONSE TO SUCH REQUESTS SHALL BE MADE IN WRITING WITHIN ANY TIME LIMITS AGREED UPON, OR OTHERWISE WITH REASONABLE PROMPTNESS. IF APPROPRIATE, THE ARCHITECT SHALL PREPARE AND ISSUE SUPPLEMENTAL DRAWINGS AND SPECIFICATIONS IN RESPONSE TO THE REQUESTS FOR INFORMATION.

THE OWNER SHALL BE ENTITLED TO DEDUCT FROM THE CONTRACT SUM PAID TO THE CONTRACTOR FOR THE ARCHITECT TO EVALUATE AND RESPOND TO THE CONTRACTOR'S REQUESTS FOR INFORMATION, WHERE SUCH INFORMATION WAS AVAILABLE TO THE CONTRACTOR FROM A CAREFUL STUDY AND COMPARISON OF THE CONTRACT DOCUMENTS, FIELD CONDITIONS. OWNER-PROVIDED INFORMATION, CONTRACTOR-PREPARED COORDINATION DRAWINGS, OR PRIOR PROJECT CORRESPONDENCE OR DOCUMENTATION. IF IN THE REASONABLE OPINION OF THE ARCHITECT, THE CONTRACTOR DOES NOT MAKE REASONABLE EFFORT TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS OF THE CONTRACT DOCUMENT AND THIS CAUSES THE ARCHITECT OR HIS CONSULTANTS TO EXPEND AN UNREASONABLE AMOUNT OF TIME IN THE DISCHARGE OF THE DUTIES IMPOSED BY THE CONTRACT DOCUMENTS, THEN THE CONTRACTOR SHALL BEAR THE COST OF COMPENSATION FOR THE ARCHITECT'S ADDITIONAL SERVICES NECESSARY BY SUCH FAILURE.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 THE ARCHITECT SHALL REVIEW, PREPARE AND MAKE RECOMMENDATIONS TO OWNER REGARDING ALL CHANGE ORDERS AND CONSTRUCTION CHANGE DIRECTIVES FOR THE OWNER'S APPROVAL AND EXECUTION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND THE CONTRACT DOCUMENTS, ACCOMPANIED BY ALL SUPPORTING DOCUMENTATION. THE ARCHITECT MAY AUTHORIZE MINOR CHANGES IN THE WORK NOT INVOLVING AN ADJUSTMENT IN CONTRACT SUM, OR AN EXTENSION OF THE CONTRACT TIME WHICH ARE CONSISTENT WITH THE INTENT OF THE CONTRACT DOCUMENTS. IF NECESSARY, THE ARCHITECT SHALL PREPARE, REPRODUCE AND DISTRIBUTE DRAWINGS AND SPECIFICATIONS TO DESCRIBE WORK TO BE ADDED, DELETED OR MODIFIED. THE ARCHITECT SHALL ACCEPT REQUESTS BY THE OWNER, AND SHALL REVIEW PROPERLY PREPARED, TIMELY REQUESTS BY THE CONTRACTOR FOR CHANGES IN THE WORK, INCLUDING ADJUSTMENTS TO THE CONTRACT SUM, OR CONTRACT TIME. A PROPERLY PREPARED REQUEST FOR A CHANGE IN THE WORK BY THE CONTRACTOR SHALL BE ACCOMPANIED BY SUFFICIENT SUPPORTING DATA AND INFORMATION TO PERMIT THE ARCHITECT TO MAKE A REASONABLE DETERMINATION WITHOUT EXTENSIVE INVESTIGATION OR PREPARATION OF ADDITIONAL DRAWINGS OR SPECIFICATIONS. IF THE ARCHITECT DETERMINES THAT REQUESTED CHANGES IN THE WORK ARE NOT MATERIALLY DIFFERENT FROM THE REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS OR THE CONTRACT DOCUMENTS AND DO NOT CHANGE THE CONTRACT SUM OR CONTRACT TIME, THEN THE ARCHITECT MAY ISSUE AN ORDER FOR A MINOR CHANGE IN THE WORK WITH PRIOR WRITTEN NOTICE TO THE OWNER OR RECOMMEND TO THE OWNER THAT THE REQUESTED CHANGE BE DENIED. THE ARCHITECT IS NOT AUTHORIZED TO APPROVE CHANGES INVOLVING MAJOR SYSTEMS SUCH AS: HEATING, VENTILATION AND AIR CONDITIONING ("HVAC"); ROOF; FOUNDATION; OUTWARD APPEARANCE; COLOR SCHEMES; FLOOR PLANS; BUILDING MATERIALS;

DRAINAGE OR MECHANICAL EQUIPMENT WITHOUT OWNER'S PRIOR WRITTEN CONSENT.

THE OWNER MAY REQUIRE THAT THE ARCHITECT USE AND/OR RESPOND TO CERTAIN OWNER-FURNISHED FORMS OR INQUIRIES DURING THE COURSE OF THE PROJECT. FROM TIME TO TIME, THERE MAY BE FUTURE REVISIONS, CHANGES, ADDITIONS OR DELETIONS. THE FACT THAT THE OWNER MODIFIES AND INCREASES REASONABLE REPORTING REQUIREMENTS SHALL NOT SERVE AS THE BASIS FOR A CLAIM FOR ADDITIONAL TIME OR COMPENSATION BY THE CONTRACTOR. THE ARCHITECT STIPULATES AND AGREES THAT THE OWNER HAS NO DUTY TO DISCOVER ANY DESIGN ERRORS OR OMISSIONS IN THE DRAWINGS, PLANS, SPECIFICATIONS AND OTHER CONSTRUCTION DOCUMENTS, AND HAS NO AUTHORITY TO NOTIFY CONTRACTOR AND ARCHITECT OF SAME. BY ENTERING INTO THE CONTRACT DOCUMENTS OR ANY AGREEMENT WITH ANY ARCHITECT, OWNER DOES NOT WARRANT THE ADEQUACY AND ACCURACY OF ANY DRAWINGS, PLANS, SPECIFICATIONS OR OTHER CONSTRUCTION DOCUMENTS.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 VERIFY ALL EVENTS OF FAILURE OF MATERIALS, PRODUCTS OR WORKMANSHIP, EITHER DURING CONSTRUCTION OR THE WARRANTY PERIOD, THE CONTRACTOR HAS TAKEN ALL APPROPRIATE MEASURES TO ENSURE CORRECTION OF DEFECTIVE WORK OR REPLACEMENT OF DEFECTIVE ITEMS, WITHOUT COST TO THE OWNER;
- .2 CONDUCT INSPECTIONS TO DETERMINE THE DATE OR DATES OF SUBSTANTIAL COMPLETION AND THE DATE OF FINAL COMPLETION;
- .3 VERIFY ALL PERFORMANCE STANDARDS OR REGULATORY STANDARDS ARE WITH CONFORMANCE WITH APPLICABLE STANDARDS;
- .4 ISSUE CERTIFICATES OF SUBSTANTIAL COMPLETION;
- .5 FORWARD TO THE OWNER, FOR THE OWNER'S REVIEW AND RECORDS, WRITTEN WARRANTIES AND RELATED DOCUMENTS REQUIRED BY THE CONTRACT DOCUMENTS AND RECEIVED FROM THE CONTRACTOR; AND,
- .6 ISSUE A FINAL CERTIFICATE FOR PAYMENT BASED UPON A FINAL INSPECTION INDICATING THAT, TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, INFORMATION, AND BELIEF, THE WORK COMPLIES WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. EXCEPT WITH CONSENT OF THE OWNER, THE ARCHITECT SHALL PERFORM NO MORE THAN TWO INSPECTIONS TO DETERMINE WHETHER THE WORK OR A DESIGNATED PORTION OF THEREOF HAS ATTAINED SUBSTANTIAL COMPLETION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS.

§ 3.6.6.3 WHEN THE WORK OR DESIGNATED PORTION THEREOF IS SUBSTANTIALLY COMPLETE, THE ARCHITECT WILL PREPARE, ASSIGN AND ISSUE OWNER'S CERTIFICATE OF SUBSTANTIAL COMPLETION THAT SHALL ESTABLISH THE DATE OF SUBSTANTIAL COMPLETION; ESTABLISH RESPONSIBILITIES OF THE OWNER AND CONTRACTOR FOR SECURITY, MAINTENANCE, HEAT, UTILITIES, DAMAGE TO THE WORK AND INSURANCE; AND FIX THE TIME WITHIN WHICH THE CONTRACTOR SHALL FINISH ALL ITEMS ON THE LIST ACCOMPANYING THE CERTIFICATE. WARRANTIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL COMMENCE ON THE DATE OF FINAL COMPLETION OF THE WORK OR DESIGNATED PORTION THEREOF.

§ 3.6.6.4 UPON RECEIPT OF THE CONTRACTOR'S WRITTEN NOTICE THAT THE WORK IS READY FOR FINAL INSPECTION AND ACCEPTANCE AND UPON RECEIPT OF A FINAL APPLICATION FOR PAYMENT, THE ARCHITECT WILL PROMPTLY MAKE SUCH INSPECTION. WHEN THE ARCHITECT FINDS THE WORK ACCEPTABLE UNDER THE CONTRACT DOCUMENTS AND THE CONTRACT FULLY PERFORMED, THE ARCHITECT WILL PROMPTLY PREPARE, SIGN, AND ISSUE OWNER'S CERTIFICATE OF FINAL COMPLETION AND A FINAL CERTIFICATE FOR PAYMENT CERTIFYING TO

THE OWNER THAT ON THE BASIS OF THE ARCHITECT'S ON-SITE VISITS AND INSPECTIONS, THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND CONSTRUCTION DOCUMENTS AND THAT THE ENTIRE BALANCE, INCLUDING ALL RETAINAGES FOUND TO BE DUE THE CONTRACTOR AND NOTED IN THE FINAL CERTIFICATE IS DUE AND PAYABLE. THE ARCHITECT'S FINAL CERTIFICATE FOR PAYMENT WILL CONSTITUTE A FURTHER REPRESENTATION THAT, TO THE ARCHITECT'S BEST KNOWLEDGE, CONDITIONS HAVE BEEN MET AND THE CONTRACTOR IS ENTITLED TO FINAL PAYMENT. The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	ARCHITECT
§ 4.1.1.2 Multiple preliminary designs	ARCHITECT
§ 4.1.1.3 Measured drawings	NOT PROVIDED
§ 4.1.1.4 Existing facilities surveys	NOT PROVIDED
§ 4.1.1.5 Site evaluation and planning	ARCHITECT
§ 4.1.1.6 Building Information Model management responsibilities	ARCHITECT
§ 4.1.1.7 Development of Building Information Models for post construction use	NOT PROVIDED
§ 4.1.1.8 Civil engineering	ARCHITECT
§ 4.1.1.9 Landscape design	ARCHITECT
§ 4.1.1.10 Architectural interior design	NOT PROVIDED
§ 4.1.1.11 Value analysis	NOT PROVIDED
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	OWNER
§ 4.1.1.13 On-site project representation	NOT PROVIDED
§ 4.1.1.14 Conformed documents for construction	NOT PROVIDED
§ 4.1.1.15 As-designed record drawings	NOT PROVIDED
§ 4.1.1.16 As-constructed record drawings	NOT PROVIDED
§ 4.1.1.17 Post-occupancy evaluation	NOT PROVIDED
§ 4.1.1.18 Facility support services	ARCHITECT
§ 4.1.1.19 Tenant-related services	NOT PROVIDED

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	ARCHITECT
§ 4.1.1.21 Telecommunications/data design	NOT PROVIDED
§ 4.1.1.22 Security evaluation and planning	NOT PROVIDED
§ 4.1.1.23 Commissioning	OWNER
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NOT PROVIDED
§ 4.1.1.25 Fast-track design services	NOT PROVIDED
§ 4.1.1.26 Multiple bid packages	NOT PROVIDED
§ 4.1.1.27 Historic preservation	NOT PROVIDED
§ 4.1.1.28 Furniture, furnishings, and equipment design	NOT PROVIDED
§ 4.1.1.29 Other services provided by specialty Consultants	ARCHITECT
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«.1 PROJECT SITE ANALYSIS AND CONSULTATION: PERFORM SITE ANALYSIS, INCLUDING TEST FITS, PARKING, TRAFFIC CIRCULATION, ON-AND-OFF SITE UTILITY AND RELATED UTILIZATION STUDIES. (SEE SECTIONS 4.1.1.1 AND 4.1.1. 5 ABOVE)

.2 PRE-DESIGN/PROGRAMMING SERVICES FOR THE PROJECT: THE ARCHITECT WILL DEVELOP A CONCEPTUAL PLAN TO FIT WITHIN CONSTRUCTION BUDGET IN COORDINATION WITH STAKEHOLDERS, PARKS & RECREATION ADVISORY BOARD, PARKS & RECREATION DIRECTOR, AND CITY ENGINEER FOR A SUITABLE MUNICIPAL SWIMMING POOL. (SEE SECTION 4.1.1.2 ABOVE)

.3 OPERATION & MANAGEMENT BUDGET PLAN: DEVELOP ANALYSIS OF ESTIMATED ANNUAL COSTS TO OPERATE AND MAINTAIN PROPOSED FACILITY, IDENTIFYING UTILITIES , POOL CHEMICALS, JANITORIAL SUPPLIES, CONSUMABLE SUPPLIES, MINOR TOOLS, MAINTENANCE SUPPLIES, ETC. THE PLAN SHALL INCLUDE STAFFING LEVELS FOR MAINTENANCE, PUBLIC SWIMMING, AND LEARN-TO-SWIM PROGRAMS. (SEE SECTION 4.1.1.18 ABOVE)

.4. OTHER SERVICES PROVIDED BY SPECIALTY CONSULTANTS: AQUATIC PLANNING AND DESIGN CONSULTANT AS INDICATED IN SECTION 1.1.11.2. (SEE SECTION 4.1.1.29 ABOVE)

.5 BUILDING INFORMATION MODEL MANAGEMENT RESPONSIBILITIES (SEE SECTION 4.1.1.6 ABOVE)

.6 LANDSCAPE DESIGN, AS INDICATED IN SECTION 1.1.11.1.3. (SEE SECTION 4.1.1.9 ABOVE)

.7 ARCHITECT'S COORDINATION OF OWNER'S CONSULTANTS. (SEE SECTION 4.1.1.20) »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« DETAILED COST ESTIMATING, COMMISSIONING »

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services, WITH WRITTEN AUTHORIZATION FROM THE OWNER, after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. THE SCOPE OF ANY ADDITIONAL SERVICES SHALL BE DETERMINED BY AGREEMENT OF THE OWNER AND ARCHTICT PROVIDING SUCH ADDITIONAL SERVICE.

§ 4.2.1 UPON RECOGNIZING THE NEED TO PERFORM THE FOLLOWING ADDITIONAL SERVICES, THE ARCHITECT SHALL NOTIFY THE OWNER, IN WRITING, WITH REASONABLE PROMPTNESS AND EXPLAIN THE FACTS AND CIRCUMSTANCES GIVING RISE TO THE NEED. THE ARCHITECT SHALL NOT PROCEED TO PROVIDE THE FOLLOWING ADDITIONAL SERVICES UNTIL THE ARCHITECT RECEIVES THE OWNER'S WRITTEN AUTHORIZATION:

- .1 SERVICES NECESSITATED BY A CHANGE IN THE INITIAMNFORMATION, PREVIOUS INSTRUCTIONS OR APPROVALS GIVEN BY THE OWNER, OR A MATERIAL CHANGE IN THE PROJECT INCLUDING SIZE, QUALITY, COMPLEXITY, THE OWNER'S SCHEDULE OR BUDGET FOR COST OF THE WORK, OR PROCUREMENT OR DELIVERY METHOD;
- .2 SERVICES NECESSITATED BY THE ENACTMENT OR REVISION OF CODES, LAWS, OR REGULATIONS; INCLUDING THE ARCHITECT'S CONSTRUCTION DOCUMENTS (DRAWINGS, SPECIFICATIONS, AND PROJECT MANUAL). CHANGING OR EDITING, PREVIOUSLY PREPARED CONSTRUCTION DOCUMENTS (DRAWINGS, SPECIFICATIONS, AND PROJECT MANUAL) NECESSITATED BY OFFICIAL INTERPRETATIONS OF APPLICABLE CODES, LAWS OR REGULATIONS THAT ARE EITHER (A) CONTRARY TO SPECIFIC INTERPRETATIONS BY THE APPLICABLE AUTHORITIES HAVING JURISDICTION MADE PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT, OR (B) CONTRARY TO REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS (DRAWINGS, SPECIFICATIONS, AND PROJECT MANUAL) WHEN THOSE CONSTRUCTION DOCUMENTS WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE STANDARD OF CARE.
- .3 SERVICES NECESSITATED BY DECISIONS OF THE OWNER NOT RENDERED IN A TIMELY MANNER OR ANY OTHER FAILURE OF PERFORMANCE ON THE PART OF THE OWNER OR THE OWNER'S CONSULTANTS OR CONTRACTORS;
- .4 PREPARATION FOR, AND ATTENDANCE AT, A PUBLIC PRESENTATION, MEETING OR HEARING; EXCEPT FOR REQUIRED ATTENDANCE AT CITY OF WESLACO COMMISSIONER'S MEETINGS TO REPORT ON THE STATUS OF THE PROGRESS OF THE PROJECT.
- .5 PREPARATION FOR, AND ATTENDANCE AT, A DISPUTE RESOLUTION PROCEEDING OR LEGAL PROCEEDING, EXCEPT WHERE THE ARCHITECT IS PARTY THERETO;
- .6 CONSULTATION CONCERNING REPLACEMENT OF WORK RESULTING FROM FIRE OR OTHER CAUSE DURING CONSTRUCTION.

§ 4.2.2 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «TWO » («2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «BIWEEKLY » («ONE (1) TIME EVERY TWO (2) WEEKS ») visits to the site by the Architect during construction
- .3 «TWO » («2 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «TWO » («2 ») inspections for any portion of the Work to determine final completion.

§ 4.2.3 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.4 If the services covered by this Agreement, NOT INCLUDING CONSTRUCTION PHASE SERVICES, have not been completed within «TWELVE » («12 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's INITIAL budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's INITIAL budget for the Project AT THE COMPLETION OF EACH PROJECT PHASE of the Project until final completion. If the Owner increases or decreases the Owner's INITIAL budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 THE OWNER'S CITY COMMISSION HEREBY DELEGATES TO THE CITY MANAGER OR DESIGNEE THE AUTHORITY TO APPROVE CHANGES TO THE WORK. ANY SUCH CHANGE SHALL BE CONFIRMED IN WRITING BETWEEN THE ARCHITECT AND CITY MANAGER OR DESIGNEE AND NOTICE OF SUCH APPROVED CHANGES SHALL BE GIVEN TO THE CITY COMMISSION AT ITS NEXT REGULAR MEETING. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE ARCHITECT DOES NOT HAVE SUCH AUTHORITY. THE ARCHITECT MAY NOT RELY UPON THE DIRECTION OF ANY EMPLOYEE OF OWNER WHO HAS NOT BEEN DESIGNATED IN WRITING BY THE CITY MANAGER OR CITY COMMISSION; OWNER SHALL NOT BE FINANCIALLY RESPONSIBLE FOR ACTIONS TAKEN BY THE ARCHITECT OR CONTRACTOR IN RELIANCE UPON DIRECTION FROM UNAUTHORIZED PERSON.

§ 5.3.1 THE ARCHITECT SHALL NOT PROCEED FROM ONE PHASE OF THE PROJECT INTO THE NEXT UNTIL THE OWNER PROVIDES APPROVAL FOR THE CURRENT PHASE OF THE PROJECT IN WRITING, INCLUDING AN ACKNOWLEDGEMENT OF ANY DEVIATION FROM THE INITIAL BUDGET.

§ 5.4 The Owner shall furnish, TO THE BEST OF ITS ABILITY, surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.4.1 THE ARCHITECT STIPULATES AND AGREES THAT THE OWNER HAS NO DUTY TO DISCOVER ANY DESIGN ERRORS OR OMISSIONS IN THE FURNISHED DRAWINGS, PLANS, SPECIFICATIONS AND OTHER CONSTRUCTION DOCUMENTS, AND HAS NO AUTHORITY TO NOTIFY ARCHITECT OF SAME. BY ENTERING INTO THE CONTRACT DOCUMENTS OR ANY AGREEMENT WITH ANY ARCHITECT, OWNER DOES NOT WARRANT THE ADEQUACY AND ACCURACY OF ANY DRAWINGS, PLANS, SPECIFICATIONS OR OTHER CONSTRUCTION DOCUMENTS.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation,

ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 THE OWNER SHALL COORDINATE THE SERVICES OF ITS OWN CONSULTANTS WITH THOSE SERVICES PROVIDED BY THE ARCHITECT. UPON THE ARCHITECT'S WRITTEN REQUEST, THE OWNER SHALL FURNISH COPIES OF THE SCOPE OF SERVICES IN THE CONTRACTS BETWEEN THE OWNER AND THE OWNER'S CONSULTANTS. THE ARCHITECT SHALL IDENTIFY, IN WRITING, AND REASONABLY DEMONSTRATE ALL REQUIRED SERVICES OTHER THAN THOSE DESIGNATED AS THE RESPONSIBILITY OF THE ARCHITECT. THE OWNER SHALL, AT ITS OPTION, AUTHORIZE THE ARCHITECT TO FURNISH THEM AS AN ADDITIONAL SERVICE.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's WORK.

§ 5.11 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.14 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 FOR PURPOSES OF THIS AGREEMENT, THE FINAL/ACTUAL COST OF THE WORK SHALL BE THE TOTAL COST TO THE OWNER, AS APPROVED BY THE OWNER'S CITY COMMISSION, TO CONSTRUCT ALL ELEMENTS OF THE PROJECT DESIGNED OR SPECIFIED BY THE ARCHITECT. THE FINAL/ACTUAL COST OF THE WORK DOES NOT INCLUDE THE COMPENSATION OF THE ARCHITECT; THE COSTS OF THE LAND, RIGHTS-OF-WAY, FINANCING, OR CONTINGENCIES FOR CHANGES IN THE WORK; OR OTHER COSTS THAT ARE THE RESPONSIBILITY OF THE OWNER.

§ 6.1.1 THE FINAL/ACTUAL COST OF THE WORK SHALL BE THE FIGURE USED TO CALCULATE THE FEE AS DEFINED IN SECTION 11.1.2.

- .1 UNTIL A FINAL/ACTUAL COST OF THE WORK IS DETERMINED, AND INITIAL BUDGET, AS LISTED IN SECTION 1.1.3, SHALL BE USED AS A TEMPORARY PLACEHOLDER.
- .2 THE SUM OF THE LOWEST BONAFIDE GENERAL CONTRACTOR PROPOSAL, AS SOLICITED BY THE OWNER TO COMPLETE THE WORK AS REFLECTED IN THE FINAL SEALED CONSTRUCTION DOCUMENTS SHALL BE USED AS THE FINAL/ACTUAL COST OF THE WORK, WHETHER OR NOT THE OWNER CHOOSES TO MODIFY THE PROJECT FOR COST SAVINGS OR WHETHER OR NOT THE OWNER ELECTS TO PROCEED WITH CONSTRUCTION OF THE PROJECT.

- .3 IF THE OWNER SELECTS A GENERAL CONTRACTOR PROPOSAL THAT IS A GREATER DOLLAR AMOUNT THAN THE LOWEST BONAFIDE PROPOSAL, THEN THAT FIGURE SHALL BE USED AS THE FINAL/ACTUAL COST OF THE WORK, WHETHER OR NOT THE OWNER CHOOSES TO MODIFY THE PROJECT FOR COST SAVINGS OR WHETHER OR NOTE THE OWNER ELECTS TO PROCEED WITH CONSTRUCTION OF THE PROJECT.**

§ 6.2 The Owner's INITIAL budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies, AS APPROVED BY CITY COMMISSION, for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall, AT THE OWNER'S REQUEST, make appropriate recommendations to the Owner to adjust the Project's size, quality, MATERIALS OR SUPPLIES, SCOPE, AND/or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5.1 IF, UPON NOTIFICATION THAT THE ESTIMATED COST OF THE WORK EXCEEDS THE OWNER'S BUDGET, THE OWNER CHOOSES TO PROCEED WITHOUT ADJUSTING THE PROJECT'S SIZE, QUALITY, MATERIALS OR SUPPLIES, THE OWNER AUTOMATICALLY ACCEPTS THE INCREASED BUDGET FOR COST OF THE WORK, SUBJECT TO SECTION 6.1.1.2. THE NEW INCREASED COST OF THE WORK HENCEFORTH BECOMES THE BASIS FOR FEE CALCULATIONS IN ACCORDANCE WITH SECTION 11.1.2.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1** give written approval of an increase in the budget for the Cost of the Work;
- .2** authorize rebidding or renegotiating of the Project within a reasonable time, WHILE STILL ADHERING TO SECTION 6.1.1.2;
- .3** terminate in accordance with Section 9.5, WHILE STILL ADHERING TO SECTION 6.1.1.2;
- .4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work, WHILE STILL ADHERING TO SECTION 6.1.1.2, OR
- .5** implement any other mutually acceptable alternative, WHILE STILL ADHERING TO SECTION 6.1.1.2.

THE OWNER RESERVES ITS RIGHTS TO ACCEPT OR REJECT ALL INFORMALITIES DURING THE PROCURMENT PROCESS AND TO ACCEPT BIDS OR NEGOTIATED PROPOSALS THAT ARE DEEMED TO BE THE BEST AND MOST ADVANTAGEOUS TO THE OWNER.

§ 6.7 IF THE OWNER CHOOSES TO PROCEED UNDER SECTION 6.6.4, THE ARCHITECT SHALL MODIFY THE CONSTRUCTION DOCUMENTS AS NECESSARY TO COMPLY WITH THE OWNER'S BUDGET FOR THE COST OF THE WORK AT THE CONCLUSION OF THE CONSTRUCTION DOCUMENTS PHASE SERVICES, OR THE BUDGET AS ADJUSTED UNDER SECTION 6.6.1. IF THE OWNER REQUIRES THE ARCHITECT TO MODIFY THE CONSTRUCTION DOCUMENTS BECAUSE THE LOWEST BONA FIDE BID OR NEGOTIATED PROPOSAL EXCEEDS THE OWNER'S BUDGET FOR THE COST OF THE WORK DUE TO MARKET CONDITIONS THE ARCHITECT COULD REASONABLY ANTICIPATE, OTHERWISE THE ARCHITECT'S SERVICES FOR MODIFYING THE CONSTRUCTION DOCUMENTS SHALL BE WITHOUT ADDITIONAL COMPENSATION.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting THE ARCHITECTURAL AND CONSTRUCTION DOCUMENTS, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

☐

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give TWENTY (20) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have MAINTAINED APPROPRIATE LIABILITY UP TO THE TIME OF SUSPENSION AND no liability to the Owner for delay or damage caused the Owner DURING such suspension of services. Before resuming services, the Owner shall LIMIT COMPENSATION TO THE AMOUNTS EARNED TO DATE OF SUSPENSION. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be LIMITED TO AMOUNTS EARNED TO THE DATE OF SUCH SUSPENSION. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may UPON TWENTY (20) ADDITIONAL DAYS WRITTEN NOTICE TO THE OWNER, TERMINATE THIS AGREEMENT.

§ 9.4 Either party may terminate this Agreement upon not less than TWENTY (20) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than TWENTY (20) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 IF THE OWNER TERMINATES THIS AGREEMENT FOR ITS CONVENIENCE PURSUANT TO SECTION 9.5, OR THE ARCHITECT TERMINATES THIS AGREEMENT PURSUANT TO SECTION 9.3, THE ARCHITECT SHALL NOT BE ENTITLED TO RECEIVE FURTHER PAYMENT UNTIL THE WORK IS FINISHED. ANY FURTHER PAYMENT SHALL BE LIMITED TO AMOUNTS EARNED TO THE DATE OF TERMINATION..

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$20,000.00) »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of FINAL Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the STATE OF TEXAS, AND ANY LITIGATION SHALL BE CONDUCTED IN STATE DISTRICT COURT. MANDATORY AND EXCLUSIVE VENUE FOR ANY DISPUTES SHALL BE IN HIDALGO COUNTY, OR IF NO COUNTY IS SPECIFIED, THE THE COUNTY IN WHICH THE OWNER'S MAIN ADMINISTRATIVE OFFICE IS LOCATED.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 THE OWNER AND ARCHITECT, RESPECTIVELY, BIND THEMSELVES, THEIR AGENTS, SUCCESSORS, ASSIGNS, AND LEGAL REPRESENTATIVES TO THE OTHER PARTY HERETO AND TO PARTNERS, SUCCESSORS, ASSIGNS AND LEGAL REPRESENTATIVES OF SUCH OTHER PARTY IN RESPECT TO COVENANTS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THIS AGREEMENT. NEITHER PARTY TO THE AGREEMENT SHALL ASSIGN THIS AGREEMENT, IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF THE OTHER. IF EITHER PARTY ATTEMPTS TO MAKE AN ASSIGNMENT WITHOUT SUCH CONSENT, THAT PARTY SHALL NEVERTHELESS REMAIN LEGALLY RESPONSIBLE FOR ALL OBLIGATIONS UNDER THE AGREEMENT.

THE INVALIDITY OF ANY PART OR PROVISION OF THE AGREEMENT SHALL NOT IMPAIR OR AFFECT IN ANY MANNER WHATSOEVER THE VALIDITY, ENFORCEABILITY OR EFFECT OF THE

REMAINDER OF THE AGREEMENT.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect MAY have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 THIS AGREEMENT IS SUBJECT TO ALL APPLICABLE FEDERAL AND STATE LAWS, RULES, AND REGULATIONS. INVALIDITY OF ANY PORTION OF THIS AGREEMENT UNDER THE LAWS OF THE STATE OF TEXAS OR OF THE UNITED STATES SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS AGREEMENT.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

« »

- .2 Percentage Basis
(Insert percentage value)

«SEVEN AND ONE-HALF » («7.5 ») % of the FINAL/ACTUAL COST OF THE WORK, AS DESCRIBED IN SECTIONS 6.1 AND 6.1.1. FEES SHALL BE BASED ON THE INITIAL BUDGET FOR THE COST OF THE WORK, AS SET FORTH IN SECTION 1.1.3, UNTIL THE FINAL/ACTUAL COST OF THE WORK IS ESTABLISHED, AT WHICH POINT FEES SHALL BE RECONCILED FOR ALL PHASES OF WORK.

- .3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«§ 4.1.2.2.1 – SITE ANALYSIS: LUMP SUM FEE OF FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00)

§ 4.1.2.2.2 – PRE DESIGN PROGRAMMING: LUMP SUM FEE OF TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00)

§ 4.1.2.2.3 – OPERATION & MANAGEMENT BUDGET PLAN: LUMP SUM FEE OF FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00)

§ 4.1.2.2.4 – AQUATIC PLANNING AND DESIGN CONSULTANT: LUMP SUM FEE OF SIXTY THREE THOUSAND ONE HUNDRED DOLLARS AND ZERO CENT (\$63,100.00), PROVIDED THAT THE SWIMMING POOL SIZE DOES NOT EXCEED 3,000 SQUARE FEET OF SURFACE AREA. THIS COST INCLUDES FOUR (4) SITE VISITS WITH REIMBURSEMENT FOR TRAVEL AND LODGING.

§ 4.1.2.2.5 – BUILDING INFORMATION MODEL MANAGEMENT: NO ADDITIONAL FEE

§ 4.1.2.2.6 – LANDSCAPE DESIGN: NO ADDITIONAL FEE

§ 4.1.2.2.7 – COORDINATION OF OWNER'S CONSULTANTS: NO ADDITIONAL FEE

»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«HOURLY, AS DEFINED IN SECTION 11.7 »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«FIFTEEN »	percent (	«15 »	%)
Design Development Phase	«TWENTY »	percent (	«20 »	%)
Construction Documents Phase	«FORTY »	percent (	«40 »	%)
Procurement Phase	«FIVE »	percent (	«5 »	%)
Construction Phase	«TWENTY »	percent (	«20 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most

recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« »	
Employee or Category	Rate (\$0.00)
ARCHITECT/PRINCIPAL	\$350/HOUR
PROJECT MANAGER	\$250/HOUR
DRAFTSMAN	\$150/HOUR
CLERICAL	\$75/HOUR
ENGINEER CONSULTANT	\$250/HOUR

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 Site office expenses;
- .10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «TWO » percent («2 » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

«NOT APPLICABLE »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services COMPLETED shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «THIRTY » («30 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

INTEREST PURSUANT TO TEXAS GOVERNMENT CODE § 2251.025

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement, AS AMENDED, represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. ANY REVISION, AMENDMENT, OR MODIFICATION TO THE STANDARD FORM OF THE AGREEMENT SHALL BE VALID, BINDING, AND ENFORCEABLE ONLY IF SIGNED BY THE ARCHITECT AND THE AUTHORIZED REPRESENTATIVE OF THE OWNER'S CITY COMMISSION. IN THE EVENT OF CONFLICT, TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, AS AMENDED, SHALL TAKE PRECEDENCE OVER TERMS AND CONDITIONS CONTAINED IN THE GENERAL CONDITIONS, AS AMENDED, AND THE TERMS AND CONDITIONS CONTAINED IN OTHER CONTRACT DOCUMENTS, THEN THE REQUEST FOR PROPOSALS SHALL TAKE PRECEDENCE OVER THE PROPOSAL, UNLESS SPECIFICALLY AGREED OTHERWISE HEREIN. ANY REFERENCE TO ANY CONTRACT DOCUMENT SHALL MEAN THE DOCUMENT AS AMENDED AND/OR SUPPLEMENTED FOR THIS PROJECT. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.1.1 TO BE EFFECTIVE, ALL CONTRACT DOCUMENTS REQUIRING SIGNATURES MUST BE SIGNED BY THE ARCHITECT AND THEN BY THE OWNER'S AUTHORIZED REPRESENTATIVE, AFTER APPROVAL BY THE OWNER'S CITY COMMISSION. IF AN APPROVED CONTRACT DOCUMENT REQUIRING SIGNATURE HAS NOT BEEN SIGNED, THEN THE MISSING SIGNATURE SHALL BE PROVIDED WITHIN A REASONABLE PERIOD OF TIME. FAILURE TO SIGN THE CONTRACT DOCUMENT AFTER NOTICE AND A REASONABLE OPPORTUNITY TO SIGN SHALL BE CONSIDERED A MATERIAL BREACH OF CONTRACT.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Other documents:

(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

«MR. DAVID SUAREZ »

«MAYOR – CITY OF WESLACO, TEXAS »

(Printed name and title)

ARCHITECT *(Signature)*

«SAM GARCIA, RA, AIA »

«PRINCIPAL – SAM GARCIA ARCHITECT, LLC »

(Printed name, title, and license number, if required)





Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6746	
From:			
Subject: Discussion and consideration to ratify Allowance Expenditure Authorization No. 12 as approved by the Mayor to install an additional electrical circuit in the Juvenile Processing area A202 at the New Police Department with Municipal Court for an amount not to exceed \$1,090 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: ERO - Authorization No. 12 - Electrical Circuit Juvenile Processing A202			
Responsibilities upon Approval:			



P.O. Box 720428
McAllen, Texas 78504
Phone: 956.661.0400

Contingency Allowance Expenditure Authorization

Project: City of Weslaco New Police Department with Municipal and Judicial Court

Authorization No.

12

ERO Project No.: 19087.01

Date:

07/06/23

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. 021R: Electrical items as per walk-thru with Halff Associates. \$1,090.00

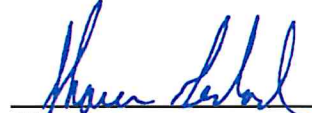
AEA 012 will decrease Owner's Contingency \$1,090.00

Original Owner's Contingency Sum	\$250,000.00
Allowance Expenditures Prior to this Authorization	\$133,526.44
Allowance Balance Prior to this Authorization	\$116,473.56
Allowance Sum will be decreased by this Authorization	\$1,090.00
New Owner's Contingency Balance	\$115,383.56

This Allowance Expenditure represents adjustments to the Allowance Balance as noted above and described herein.

Accepted and agreed to by:

Gerlach Builders, LLC


Signature

7/6/2023

Date

ERO Architects

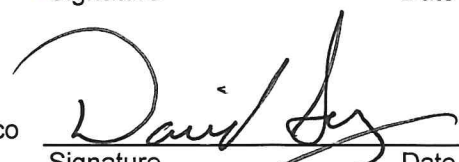

Signature

07/06/2023

Date

Accepted and agreed to on behalf on City of Weslaco:

City of Weslaco


Signature

Date

Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

1083-City of Weslaco PSB Police Station with Municipal CProject # 1083

300 S. Bridge Ave
Weslaco, Texas 78596

Tel: (956) 781-9781 Fax: (956) 290-8359

Gerlach Builders, LLC

Change Order Request: 021R

Date: 6/20/2023

To:

ERO Architects

From:

Airika Stevens
Gerlach Builders, LLC
PO Box 4352
McAllen, TX 78502

Description

Category

Status

Electrical

Direct Cost

Pending

Reference

Required By

Days Req

Amt Req

6/27/2023

15

1,090.00

Notes

PCO No

Date

Reference

Amt Prop

Days Req

Category

Reason

Description

Notes

033R

5/9/2023

1,090.00

0

Change Order

Direct Costs

Electrical Items as per Walk-Thru with Halff & Associates

Item No

Item Description

Amt Prop Reference

001

Exhaust Fan EF-2 Restroom A111

0.00

002

Staff Restroom A131

0.00

003

Juvenile Processing A202

1,090.00

Approved By:

Signature

Name

Date



604 PALMVIEW DR.
PALMVIEW, TX 78574
P: (956) 581-8899

May 3, 2023

CO Request 19- Rev1

Job: Weslaco Police Station
Re: Field RFI's

We propose to furnish and install all labor, material, services and equipment necessary for completion as requested.

Proposal excludes the following:

- > Cutting, patching, painting drywall
- > Cutting, patching or painting of concrete
- > No removal of ceiling tile or grid flooring

Material Lead Times

Additional days

19 additional day requested to complete scope of work.

Work will be done during regular business hours, quote valid for 15 days after date listed above.

Exhaust Fan EF-2 Restroom A111	TOTAL:	\$244.00
Staff Restroom A131	TOTAL:	\$674.00
Juvenile Processing A202	TOTAL: \$	1,090.00

Should you have any questions, please feel free to call me at (956) 581-8899.

Sincerely,


Carla Garcia

Accepted By: _____ Date: _____

DATE: 5/3/2023
CO Req. 19

[illegible]

DATE: 5/3/2023

CO Req. 19 - Rev 1

ITEM	QTY	MATERIAL:	RATE	TOTAL	TAX
150		1/2" pipe	0.80 \$	120.69	NON
20		1/2" coup s/s	0.45 \$	9.01	NON
6		1/2" conn s/s	0.39 \$	2.34	NON
6		1/" straps	0.17 \$	1.01	NON
5		4x4 box	3.26 \$	16.28	NON
5		4x4 blanks	0.89 \$	4.46	NON
450		#12 wire	0.25 \$	114.53	NON
30		18-2	0.86 \$	25.90	NON
1			- \$	-	NON
1			- \$	-	NON
1			- \$	-	NON
1			- \$	-	NON
1			- \$	-	NON
1			- \$	-	NON
1			- \$	-	NON
1			- \$	-	NON
1			- \$	-	NON
1			- \$	-	NON
1			- \$	-	NON
1			- \$	-	NON
1			- \$	-	NON
1			- \$	-	NON
MATERIAL SUBTOTAL			\$	294.22	
OTHER:					
1		Equipment - Mini Excavator	- \$	-	TAX
1		Equipment - Tamper	- \$	-	TAX
0		Trench & Backfill-	- \$	-	NON
0		Crane	- \$	-	TAX
OTHER SUBTOTAL			\$	-	
LABOR:					
10		Service Crew- 2 men	50.00 \$	500.00	NON
LABOR SUBTOTAL			\$	500.00	
			SUBTOTAL	\$	794.22
Taxes are for the following			TAX	-	8.25%
Rentals and fuel charges are			SUBTOTAL	\$	794.22
not tax exempt			MARKUP	79.42	10%
			ADMIN FEE	\$	100.00
NOTE:			TOTAL	\$	973.64

DATE: 5/3/2023
CO Req. 19- Rev1

[illegible]



Standardized Agenda Request Form

Date of Meeting: July 18, 2023		Agenda Item No. (to be assigned by CSO): 2023-6751	
From: Albert Aldana			
Subject: Discussion and consideration to solicit Request for Qualifications (RFQ) for Engineering Consulting Services to develop scope of work and preparations for construction documents for the necessary repairs to the North Wastewater Treatment Plant and authorize the Mayor to execute any related documents. (Staffed by the Engineering Department.)			
Background: See attached memo.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Staff recommends approval			
Attachments, if any: 07-12-23CC_NWWTP			
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

July 12, 2023

TO: Mayor David Suarez, City Commissioners
& City Manager, M. Garza

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

RE: Solicitation of RFQ's for NWWTP Improvements

This item seeks your approval to solicit Request for Qualifications (RFQ) for proposed consulting services for the preparation of plans, specifications and bid documents for the proposed improvements to the North Wastewater Treatment Plant (NWWTP).

The proposed improvements include the following items:

- Installation of the Aeration Blower that will be shipped to City soon.
- Aeration Basin cleanup and replacement of diffused aeration system and piping system
- Installation of new headworks equipment to screen debris in the influent flow.

An engineering consultant will be hired to assist with plans and bidding documents for these proposed improvements.

Staff recommends approval of solicitation of RFQ's for these NWWTP Improvements.

Sincerely,
Albert J. Aldana, P.E.

A handwritten signature in blue ink, appearing to read 'Aldana', with a stylized flourish at the end.