A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MAY 15, 2018

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, May 15, 2018 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

A. Certification of Public Notice.

B. Invocation.

C. Pledge of Allegiance.

D. Mayoral recognition.

E. Roll Call.

II. PUBLIC COMMENTS

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

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

III. PUBLIC HEARING

A. To solicit input on behalf of Adriana I. Garza, to rezone 1320 Dolores Huerta Ave. also being lot 1, Saltillo Plaza Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to B-1 Neighborhood Business District. (Staffed by Planning and Code Enforcement Department) Attachment

B. To solicit input on behalf of Ron Adkins, to rezone 621 S. Missouri Avenue also being Lot 3, Block 50, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to R-2 Duplex and Apartments District. (Staffed by Planning and Code Enforcement Department) Attachment

IV. CONSENT AGENDA

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

A. Approval of the Minutes of the Regular Meeting on May 1, 2018. (Staffed by City Secretary's Office.) Attachment

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

1) Ordinance 2018-13 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. (First reading held May 1, 2018; Staffed by the Finance Department.) Attachment

C. Approval of a Mid Valley Airport Hangar Lease Agreement with Gloria Brady, Hangar E-9, and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment

D. Authorization to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Don Schwanke for Hangar W-24 and to approve a Mid Valley Airport Ground Lease Agreement with Tenant Bibb Beale for Hangar W-24 and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment

E. Authorization to solicit Request for Bids for the construction of the new Northside Fire Station and authorize the Mayor to execute any related documents. (Staffed by City Manager's Office.)

F. Approval of the Lease Agreement with the Weslaco Youth Football League to host a Summer Youth Flag Football Season at Harlon Block Sports Complex open area, for a term of one-month June 1, 2018 - June 30, 2018 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment

G. Acceptance of a donation and community project from Rotary Club of Weslaco for 25 oak trees to be planted at Harlon Block Sports Complex along the running trail on June 2, 2018. (Staffed by Parks and Recreation Department.)

H. Approval of Resolution 2018-35 authorizing submission of a grant application in the amount of $2,000.00 by the Weslaco Police Department to Walmart Foundation's Community Grant Program and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

I. Authorization to approve Resolution 2018-36 and apply and accept the Hidalgo 2017 OPSG Stonegarden Grant through eGrants for border security initiatives in the amount of $85,000.00 with no local match required and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

J. Acceptance of the 2018/2019 Regional Solid Waste Grant 18-21-01 from the Lower Rio Grande Valley Development Council awarded to City of Weslaco in the amount of $30,000.00, authorize a budget amendment as appropriate and authorize the Mayor to execute any related documents. (Staffed by Public Works.) Attachment

V. APPOINTMENTS

A. Discussion and consideration to approve Resolutions 2018-37, 2018-38, 2018-39, 2018-40, 2018-41, 2018-42, and 2018-43, appointing seven members to expired terms on the Board of Adjustments and Appeals to the Building Codes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

VI. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Adriana I. Garza to approve Ordinance 2018-14 rezoning 1320 Dolores Huerta Ave. also being lot 1, Saltillo Plaza Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to B-1 Neighborhood Business District. First reading of Ordinance 2018-14. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

B. Discussion and consideration after public hearing on behalf of Ron Adkins to approve Ordinance 2018-15 rezoning 621 S. Missouri Avenue also being Lot 3, Block 50, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to R-2 Duplex and Apartments District. First reading of

Ordinance 2018-15. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

C. Discussion and consideration to approve the Final Plat for Maria Bonita Subdivision, being a 2.8-acre tract out of Lots 9, 10, 11 and 12, Bonita Homes Subdivision, Hidalgo County, Texas located south of 20th Street, approximately 910 feet east of Mile 4 ½ West Road. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

D. Discussion and consideration to approve the Final Plat for Bocanegra Solis Subdivision, being a 5.00 acre tract of land being the west 5.00 acres of the east 12.00 acres of the south 33.75 acres of Farm Tract 625, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the north side of Mile 7 North Road, 700 feet east of Midway Road. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

E. Discussion and consideration to approve a one-year extension of the Final Plat for JOW Subdivision, 28.33-acre tract of land out of Farm Tract 62, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at 2615 E. Sugar Cane Drive. Possible action. (Staffed by Planning and Code Enforcement Department.)

F. Discussion and consideration to approve Change Order No. 1 for the Rehabilitation of Lift Station No. 37 for an amount not to exceed $74,400.00 to install three new manholes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department) Attachment

G. Discussion and consideration on City Cemetery burial requirements. Possible action. (There was no action on February 20, 2018; Staffed by Parks and Recreation Department.)

H. Discussion and consideration to approve revisions to the City of Weslaco Personnel Policies and Procedures Manual and authorizing those sections regulated by agencies of the state and federal government to be updated as necessary. Possible action. (Staffed by Human Resources.) Attachment

I. Discussion and consideration of membership in the Region One ORION Consortium for Internet Access Service 10 Gbps Fiber Connectivity and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library.) Attachment

J. Discussion and consideration to accept the most advantageous proposal for financing

the purchase of the Weslaco Fire Department 2018 Ford F350 Ambulance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment

K. Discussion and consideration to award Request for Bids 2017-18-13 for the purchase of a Used 2009 Ford F750 Landscaping Truck to the lowest most advantageous bidder, Doggett Freightliner, in the amount of $22,400.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.) Attachment

L. Discussion and consideration to award Request for Bids 2017-18-15 for the purchase of a Used 2012 Volvo PT125R Pneumatic Tire Roller to the lowest most advantageous bidder, ROMCO Equipment Co., in the amount of $28,980.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works.) Attachment

M. Discussion and consideration to renew current agreement that was awarded to Gold Star Petroleum Inc. on March 21, 2017 for Unleaded and Diesel Fuel Services Bid No. 2016-17-20 for an additional one (1) year. Possible action. (Staffed by Public Works.) Attachment

N. Discussion and consideration to renew current agreement that was awarded to Frontera Materials, Inc. and CAPA/Upper Valley Materials, and Asphalt Oil Express-Edwardo Garza for Street Materials Bid No. 2016-17-10 on January 17, 2017 for an additional one (1) year. Possible action. (Staffed by Public Works.) Attachment

VII. REPORTS

A. Report by Weslaco 100 Committee.

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 or fact, exemplary damages.
(b) An offense under Subsection (a)(1) is a Class B misdemeanor.
(c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:
(1) the defendant had good reason to believe the disclosure was lawful; or
(2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

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

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

B. Pending Litigation - Consultation with City Attorney regarding Cause No. C-1301-18-F *Jimmie E. Steidinger, John Paul Blakely, and Roy Dale Kincaid, Plaintiffs, v. City of Weslaco and Andrew Munoz, Defendants* as authorized by §551.071 of the Texas Government Code.

C. Pending litigation - Consultation with City Attorney regarding Super 8 hotel as authorized by §551.071 of the Texas Government Code.

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

E. Legal Consultation - Consultation with the City Attorney regarding the Fire Service contract with the City of Progreso as authorized by §551.071 of the Texas Government Code.

F. Legal Consultation - Consultation with the City Attorney regarding Texas Commission on Environmental Quality Permit ID No. 10800011 City of Weslaco Water Treatment Plant as authorized by §551.071 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 11th day of May

2018 at 4:00 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Elizabeth M. Walker, City Secretary

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

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

Removed from Bulletin Board	Date:	Initials:

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1680

From:

Subject:
Certification of Public Notice.

Background:

Call to Order, includes the following:
A. Certification of Public Notice.
B. Invocation.
C. Pledge of Allegiance.
D. Mayoral recognition.
E. Roll Call.

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:

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

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

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

Elizabeth Walker	Created/Initiated
Elizabeth Walker	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:

A. Mayor will Call to Order and certify Public Notice.
B. Chaplin Howard Bloomquist, Weslaco Police Department will lead the invocation.
C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag.
D. Mayoral recognition.
E. City Secretary will call roll.
Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.

Attachments, if any:
Pledge & Mission updated 2017 election

Responsibilities upon Approval:

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
**The pledge was amended by House Bill 1034 during the 80th Legislature with the addition of "one state under God." The revised wording became effective on June 15, 2007.*

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1692

From:
Mardoqueo Hinojosa

Subject:
To solicit input on behalf of Adriana I. Garza, to rezone 1320 Dolores Huerta Ave. also being lot 1, Saltillo Plaza Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to B-1 Neighborhood Business District. (Staffed by Planning and Code Enforcement Department) Attachment

Background:
The applicant is requesting to rezone property from R-1 One Family Dwelling to B-1 Neighborhood Business District. Four (4) property owners within 200 feet of the applicant's property were notified by letter on April 20, 2018. Property is just behind highway district.

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature
Public Hearing

If item previously considered, provide date and action by Commission:
Property has been recently approved for platting.

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 April 16, 2018.

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
Planning and Zoning recommended approval on May 2, 2018.

Kayla Arevalo	Created/Initiated
Mardoqueo Hinojosa	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve solicitation of public comment.

Staff Recommendation:
Public Hearing

Attachments, if any:

Responsibilities upon Approval:
Staff will notify applicant.

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1693

From:
Mardoqueo Hinojosa

Subject:
To solicit input on behalf of Ron Adkins, to rezone 621 S. Missouri Avenue also being Lot 3, Block 50, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to R-2 Duplex and Apartments District. (Staffed by Planning and Code Enforcement Department) Attachment

Background:
The applicant is requesting to rezone property from R-1 One Family Dwelling to R-2 Duplex and Apartments District. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on April 20, 2018. Property has previously been used for apartments, but has not been rezoned. The structure's set-up is for duplex use.

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature
Public Hearing

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

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:
Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on April 16, 2018.

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
Planning and Zoning recommended approval on May 2, 2018.

Kayla Arevalo	Created/Initiated
Mardoqueo Hinojosa	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve solicitation of pubic comments.

Staff Recommendation:
Public Hearing

Attachments, if any:

Responsibilities upon Approval:
Staff will notify applicant.

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1685

From:

Subject:
Approval of the Minutes of the Regular Meeting on May 1, 2018. (Staffed by City Secretary's Office.) Attachment.

Background:
Record of commission action for the regular meeting of May 1, 2018

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:

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

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

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

Elizabeth Walker	Created/Initiated
Elizabeth Walker	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Approve.

Attachments, if any:
2018-05-01 minutes

Responsibilities upon Approval:
Execute and retain

A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MAY 1, 2018

On Tuesday, May 1, 2018, at 5:35 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Gerardo "Jerry" Tafolla
Commissioner	Leo Muñoz
Commissioner	Greg Kerr
Commissioner	Jose "J.P." Rodriguez
Commissioner	Letty Lopez
City Manager	Mike R. Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Leo Gonzalez, Information Technology Director; Tony Lopez, Fire Chief; Joel Rivera, Police Chief; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Andrew Munoz, Airport Director; Arnoldo Becho, Library Director; Pete Garcia, Public Works Director; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

The Mayor called the meeting to order and certified the public notice of the meeting as properly posted Friday, April 27, 2018.

B. Invocation.

Pastor Raja Masilamony, Seventh Day Adventists Church, led the invocation.

C. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

The Mayor proclaimed May 2018 as Elder Abuse Prevention and Motorcycle Safety Awareness Months.

E. Roll Call.

Elizabeth Walker, City Secretary, called the roll noting the absence of Commissioner Pedraza and the arrival of Commissioner Kerr at 5:42 p.m. A quorum was present.

II. PUBLIC COMMENTS

There were none received.

III. CONSENT AGENDA

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

A. Approval of the Minutes of the Regular Meeting on April 17, 2018. (Staffed by City Secretary's Office.)

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

1) Ordinance 2018-08 rezoning 1905 Hollow Drive also being Lot 97, Westgate Village Phase II Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. (First reading held March 20, 2018; Staffed by the Planning and Code Enforcement Department.)

2) Ordinance 2018-09 amending Ordinance 2017-10 The City of Weslaco International Energy Conservation Code creating a sampling protocol for multiple dwelling units for Building Thermal Envelope Test and Duct Leakage Test and authorize the Mayor to execute any related documents. (First Reading held April 17, 2018; Staffed by Planning and Code Enforcement Department.)

3) Ordinance 2018-12 amending Ordinance 2017-10 The City of Weslaco International Energy Conservation Code regarding Commissioning. (First Reading held April 17, 2018; Staffed by Planning and Code Enforcement Department.)

C. Approval of a renewal of a Local Agreement between the City of Weslaco Police Department and Criminal District Attorney of Hidalgo County and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

D. Approval on Park Project Development Agreement between Economic Development Corporation of Weslaco and City on financial support for the proposed north side park and authorize the Mayor to execute any related documents. (Staffed by Economic Development Corporation.)

E. Approval of the renewal of Remote Birth Access contract with Department State Health Services for the period September 1, 2018 through August 31, 2023 and authorize the Mayor to execute any related documents. (Staffed by City Secretary's Department.)

F. Acceptance of donation in the amount of $1,000 from KSA Engineers for Weslaco City Hall Christmas Tree. (Staffed by Parks Department.)

G. Approval of a Mid Valley Airport Hangar Lease Agreement with Mike Carey, Hangar E-2, and authorize the Mayor to execute any related documents. (Staffed by Airport.)

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to approve consent agenda items A, B1, B2, C, D, E, F and G withholding agenda item B3. The motion carried unanimously; Mayor Suarez was present and voting.

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

3) Ordinance 2018-12 amending Ordinance 2017-10 The City of Weslaco International Energy Conservation Code regarding Commissioning. (First Reading held April 17, 2018; Staffed by Planning and Code Enforcement Department.)

Mike Perez, City Manager, recommended changes on the lighting and air conditioning testing. Mardoqueo Hinojosa, City Engineer/Director of Planning and Code Enforcement, clarified functional testing for lighting, identified as Section 408.3.1, would be optional and standards would be 600 BTU for cooling and 720 BTU for heating and cooling combined.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve Ordinance 2018-12 amending Ordinance 2017-10 The City of Weslaco International Energy Conservation Code regarding Commissioning incorporating changes recommended, with Section 408.3.1 as optional and thresholds on BUTs as 600 for cooling and 720 for combined heating and cooling. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, the following are the ordinances:

ORDINANCE NO. 2018-08

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1905 HOLLOW ROAD ALSO BEING LOT 97 WESTGATE VILLAGE PHASE II SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING TO B-1 NEIGHBORHOOD BUSINESS DISTRICT.

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

SECTION I: R-1 One Family Dwelling District to B-1 Neighborhood Business District being Lot 97, Westgate Village Phase II Subdivision, also being 1905 Hollow Road, 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 20th day of March 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of May 2018.

ORDINANCE 2018-09

AN ORDINANCE AMENDING ORDINANCE NUMBER 2017-10, THE CITY OF WESLACO INTERNATIONAL ENERGY CONSERVATION CODE ORDINANCE; CODIFIED AS ARTICLE I, SECTION 26-3 OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 2017-10 passed and approved on May 2, 2017 as "International Energy Conservation Code Ordinance" and Codified as Article I Section 26-3 of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the amended International Energy Conservation ordinance sections will be adopted and codified as Article I Section 26-3 International Energy Conservation Code of the Weslaco Code of Ordinances and said Article shall read as follows:

Chapter 26-3

International Energy Conservation Code

(c) SAMPLING PROTOCOL FOR GROUP R2, R3 AND R4 OCCUPANCIES

1. Sampling for Testing. For buildings having three or more dwelling units, a minimum of 30% of the dwelling units in each building must be tested as required by Sections R402.4.1.2 and R403.3.3 of the 2015 *International Energy Conservation Code* (Code). Prior to beginning sampling for testing, "Initial Testing" is required for each multifamily property. "Initial Testing" shall consist of the 3rd party testing contractor performing the required tests on at least three consecutive dwelling units. Test results from the "Initial Testing" must satisfy minimum code requirements before sampling is permitted. Dwelling units selected for the "Initial Testing" must be within the same building. Dwelling units selected for "Initial Testing" shall not be included in a "sample group" or counted toward the minimum 30% of dwelling units tested. The building official shall randomly select the three dwelling units for "Initial Testing." The building official may delegate the random selection to the designated 3rd party testing contractor.

2. Sample group Identification and Sampling The builder shall identify a "sample group" which may be a building, floor, fire area or portion thereof. All of the dwelling units within the "sample group" must be at the same stage of construction and must be ready for testing. The building official shall randomly select at least 30% of dwelling units from each "sample group" for testing. The building official may delegate the random selection to the designated 3rd party testing contractor.

   If each tested dwelling unit within a "sample group" meets the minimum code requirements, then all dwelling units in the "sample group" are considered to meet the minimum code requirements. Before a building may be deemed compliant with the testing as required, each "sample group" must be deemed to be compliant with the minimum code requirements. The sum total of all of the tested dwelling units across all "sample groups" shall not be less than a minimum of 30% of the dwelling units in a building.

3. Failure to Meet Code Requirement(s)
   a. If any dwelling units within the identified "sample group" fail to meet a code requirement as determined by testing, the builder will be directed to fix the cause(s) of failure, and 30% of the remaining dwelling units in the "sample group" will be randomly selected for testing by the building official, or third-party testing contractor, regarding the specific cause(s) of failure.
   b. If any failures occur in the additional dwelling units, all remaining dwelling units in the sample group must be individually tested for code compliance.
   c. A multifamily property with 3 failures within a 90-day period is no longer eligible to use the sampling protocol in that community or project until successfully repeating "Initial

Testing." Sampling can be reinstated after at least 3 consecutive dwelling units are individually verified to meet all code requirements.

d. No building may be issued a Certificate of Occupancy until testing has been performed and deemed to satisfy the minimum code requirements on the dwelling unit(s) identified for testing.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this this 17th day of April 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of May 2018.

ORDINANCE 2018-12

AN ORDINANCE AMENDING ORDINANCE NUMBER 2017-10, THE CITY OF WESLACO INTERNATIONAL ENERGY CONSERVATION CODE ORDINANCE; CODIFIED AS ARTICLE I, SECTION 26-3 OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 2017-10 passed and approved on May 2, 2017 as "International Energy Conservation Code Ordinance" and Codified as Article I Section 26-3 of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the amended International Energy Conservation ordinance sections will be adopted and codified as Article I Section 26-3 International Energy Conservation Code of the Weslaco Code of Ordinances and said Article shall read as follows:

Chapter 26-3

International Energy Conservation Code

C408.2 MECHANICAL SYSTEMS AND SERVICE WATER-HEATING SYSTEMS COMMISSIONING AND COMPLETION REQUIREMENTS.

Exceptions: The following systems are exempt:

1. Mechanical systems and service water heater systems in buildings where the total equipment capacity is less than 600,000 BTU/h cooling capacity and 720,000 BTU/h combined service water-heating and space-heating capacity.
2. Systems included in Section C403.3 that serve individual dwelling units and sleeping units.

C408.3.1 FUNCTIONAL TESTING (OPTIONAL).

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this this 17th day of April 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of May, 2018.

CITY OF WESLACO

/s/David Suarez, MAYOR

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

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

IV. OLD BUSINESS

A. Discussion for establishing the Board of Adjustments to the Building Code and Zoning Ordinance (merging Board of Adjustments to the Construction and Housing Code and Board of Adjustment to the Zoning. (There was no action on April 17, 2018; Staffed by Planning and Code Enforcement Department.)

Commissioner Kerr, seconded by Commissioner Lopez moved to discuss.

Mardoqueo Hinojosa recommended no changes be made advising staff would place an item on the next agenda for board appointments.

There was no action on this item.

V. NEW BUSINESS

A. Discussion and consideration to approve final payment for the Repairs of the Villa de Cortez Parking Garage Project in an amount not to exceed $6,151.20 and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Mardoqueo Hinojosa stated the project was completed April 26; the original contract cost awarded is $49,625.00 with a subsequent change order approved $11,887.00. This final payment is to release 10% retainage as per contract. Staff recommends approval.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to approve final payment for the Repairs of the Villa de Cortez Parking Garage Project in an amount not to exceed $6,151.20. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve Ordinance 2018-13 adopting a mid-year budget amendment and authorize the Mayor to executed any related documents. First reading of Ordinance 2018-13. Possible action. (Staffed by the Finance Department.)

Mary Barrera, Finance Director, stated a mid-year review of budget amendments to date reflects various expenditures approved by the Commission which reduce the fund balance $375,945.00; the City retains operating reserves of 90-days (25%) to comply with fund balance policy. Staff recommends approval. The City Manager noted half of the amendment addresses overtime in the Fire Department; he plans to meet with each department to trim budgets without affecting the delivery of services.

Commissioner Kerr, seconded by Commissioner Lopez, moved to approve Ordinance 2018-13 adopting a mid-year budget amendment. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to accept, open, award or reject the sole bid received for Bid No.: 2017-18-16 Public Sale of Property and Building Structures located at 1411 West 18th Street. Possible action. (Staffed by Finance Department.)

The City Manager recommended to table the item until later in the meeting.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to table the item until later in the meeting. The motion carried unanimously; Mayor Suarez was present and voting.

VI. REPORTS

A. Report by Weslaco Area Chamber of Commerce.

City Manager stated Mr. Croft unavailable as he is with the leadership class on their Austin trip; the monthly report is in the agenda packet.

B. Report by Economic Development Corporation of Weslaco.

Marie McDermott, EDC Executive Director, reviewed progress report number three for the Center of Innovation and Commercialization Project and provided a summary of 62 leads with 4 leads committing to Weslaco.

C. Report by Inframark.

George Quilantan, Inframark, reported the Water Treatment Plant produced 5.007 million gallons per day in April and the South Wastewater Plant treated 1.36 million gallons per day. There was vehicular damage to the perimeter fence. In response to the City Manager, Mr. Quilantan stated Lift Station 12 will be affected by potential development as Lift Stations 4 and 5 feed into it. Staff will analyze flows to determine about capacity upgrade.

D. Report by Siemens Technologies on Performance Contracting Agreement.

Chad Noble, Siemens Technologies, reported lighting retrofits began with expected completion in July, HVAC replacements initiated with expected completion by May 7, and HVAC Armour is complete. Traffic signals should be complete by late May, with work in school zones deliberately when not in session. More than 3,400 water meters installed to date, but five new gateways/collectors delayed as a result of soil condition issues. Mr. Noble apologized for any inconvenience by water being off during meter replacement.

E. Report by Planning and Code Enforcement.

Mardoqueo Hinojosa stated Clean Sweep Operations was held May 21. Joe Pedraza reported the location was Gibson Park, covering Business 83 to 6th Street with 120 volunteers. They collected 116 tons of trash, 82 tons debris and 732 tires.

F. Report by Public Works.

Pete Garcia, Public Works Director, reported the two new recycling trailers were received and placed at sites and new work vehicles received for water distribution division. A waterline was replaced as a result of water break on 6th Street and Border; storm drain, sewer system, and fire hydrants replacements are ongoing.

C. Discussion and consideration to accept, open, award or reject the sole bid received for Bid No.: 2017-18-16 Public Sale of Property and Building Structures located at 1411 West 18th Street. Possible action. (Staffed by Finance Department.)

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to remove the item from the table. The motion carried unanimously; Mayor Suarez was present and voting.

City Manager recommends unsealing sole bid and accept if $107,000 or greater.

Mayor Pro Tem Tafolla, seconded by Commissioner Kerr, moved to accept, open and award if over $107,000. Mayor Suarez proceeded, announcing bid of $110,000.00.

The original motion to approve and award if over $107,000 carried unanimously for the sole bid received in the amount of $110,000 from Ashley and Annie Salinas. Mayor Suarez was present and voting.

VII. EXECUTIVE SESSION

At 6:33 p.m. Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:26 p.m. Mayor Suarez announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

There was no action on this item.

B. Pending Litigation - Consultation with City Attorney regarding Cause No. C-1301-18-F Jimmie E. Steidinger, John Paul Blakely, and Roy Dale Kincaid, Plaintiffs, v. City of Weslaco and Andrew Munoz, Defendants as authorized by §551.071 of the Texas Government Code.

There was no action on this item.

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

There was no action on this item.

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) as authorized by §551.071 of the Texas Government Code

The City Manager advised that the Fire Union submitted their notice of intent to negotiate for collective bargaining. The negotiating team for the City would consist of Mayor, Mayor Pro Tem Tafolla, and Commissioner Lopez with staff support from the City Attorney and Fire Chief.

There was no action on this item.

IX. ADJOURNMENT

The City Manager welcomed and introduced Leo Gonzalez, IT Director.

Mayor Pro Tem Tafolla, seconded by Commissioner Muñoz, moved to adjourn at 7:26 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

_____
MAYOR, David Suarez

ATTEST:

_____
CITY SECRETARY, Elizabeth Walker

_____
MAYOR PRO-TEM, Gerardo "Jerry" Tafolla

_____
COMMISSIONER, Leo Muñoz

_____
COMMISSIONER, Greg Kerr

_____
COMMISSIONER, Jose "J.P." Rodriguez

_____
COMMISSIONER, Letty Lopez

ABSENT
_____
COMMISSIONER, Josh Pedraza

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1650

From:

Subject:
Ordinance 2018-13 adopting a mid-year budget amendment and authorize the Mayor to executed any related documents. (First reading held May 1, 2018; Staffed by the Finance Department.)

Background:

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

Amount:	Term of Impact:	Identified in Current Budget:

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

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

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

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

Aida Vega	Created/Initiated
Mary Barrera	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Approve.

Attachments, if any:
2017-2018 Mid Yr amdnt 05.01.18, O2018-13 mid year budget amendment

Responsibilities upon Approval:

Account	Dept	Division	Description	Expenditure	Revenue	Approval
General						
01-400-0160	Revenue		Franchise fee higher than budgeted		24,000.00	
01-400-2000	Revenue		Revenue higher than budgeted		25,000.00	
01-400-3030	Revenue		Contract increase		30,000.00	
01-400-6700	Revenue		Capital lease proceeds-Siemens project		944,974.20	CC 11/21/17
01-400-6020	Revenue		Misc revenue-charged for training other entities		3,000.00	
01-400-7015	Revenue		Settlement-Briones litigation		500,000.00	CC 1/16/18
14-400-2100	Revenue		Technology fee-not in original budget		14,000.00	
14-400-4050	Revenue		Time payment fee-not in original budget		500.00	
21-400-6599	Revenue		Original budget estimate too low		125,000.00	
01-500-1025	CC		Extra meetings were not budgeted	600.00		
01-510-4010	BM		HVAC/Armor/Light retrofit-Siemens Contract	796,067.07		CC 11/21/17
01-511-2720	PCE		Spay/neuter program	8,000.00		
01-511-4010	PCE		Traffic light retrofit-Siemens Energy Perf Contract	148,907.13		CC 11/21/17
01-512-2010	PD		Cell phones/air cards not budgeted	33,000.00		
01-512-4010	PD		Vehicle for police chief	33,145.00		CC 4/17/18
01-516-1080	FD		OVERTIME	150,000.00		
01-516-2632	FD		Maintenance for Ambus-not in budget	10,000.00		
01-519-3640	FD/EMS		Training supplies for other entities	1,500.00		
01-597-6599	Trnsf		Trnsf Briones settlement proceeds to CIP	500,000.00		
01-597-6599	Trnsf		Original budget estimate too low	125,000.00		
14-503-2780	Court		Vendor support-not in original budget	10,200.00		
14-503-4010	Court		Equipment for Municipal Court	4,000.00		CC 3/20/18
21-501-4030	Econ Inc		Sales tax incentive estimate too low	125,000.00		
				1,945,419.20	1,587,474.20	
			Impact on Fund Balance	**(357,945.00)**		

Account	Dept	Division	Description	Expenditure	Revenue	Approval
2013 Capital Project						
45-524-2624	Streets		3 Interlocal projects with Hidalgo Co. - Midway, Milano, and Phase 3 of Mile 6/Westgate	945,000.00		
				945,000.00	-	
			Impact on Fund Balance	**(945,000.00)**		
Sewer						
58-551-4010	WW Collection		Sanitary sewer upgrades-Midway Mobile	43,000.00		CC 12/19/17
				43,000.00	-	
			Impact on Fund Balance	**(43,000.00)**		
Water						
51-400-6700	Revenue		Capital lease proceeds-Siemens project		6,501,902.80	
51-561-4010	Meter Division		Meter replacement project	6,501,902.80		CC 11/21/17
				6,501,902.80	6,501,902.80	
			Impact on Fund Balance	**-**		
Capital Improvement Projects						
50-400-2470	Revenue		Knapp Foundation grant-Rodriguez Park		100,000.00	
50-400-2470	Revenue		Knapp Foundation grant-N Side Park		125,000.00	
50-540-4010	PK		Isaac Rodriguez Park improvements	100,000.00		CC 11/7/2017
50-540-4010	PK		N Side park improvements	125,000.00		CC 3/20/18
50-540-4010	PK		Gibson Park-WOW project	12,000.00		CC 3/6/18
				237,000.00	225,000.00	
			Impact on Fund Balance	**(12,000.00)**		

ORDINANCE 2018-13

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

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2017-2018 budget; and

WHEREAS, unusual and unforeseen conditions have arisen during the fiscal year which have, or will require, the expenditure of additional funds constituting an emergency expenditure; and

WHEREAS, Section 102.009 of the Texas Local Government Code authorizes the City to amend its budget in such a manner as to provide for emergency expenditures as an amendment to the original budget in a case of grave public necessity to meet an unusual and unforeseen condition; and

WHEREAS, the City Commission finds the amendments in the line items identified in the attached Exhibit are reasonable, necessary, and for municipal purposes.

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

SECTION 1. FINDINGS. The City Commission finds the statements made in the preamble above are true.

SECTION 2. BUDGET LINE ITEMS. The City Commission approves the budget amendments in the attached Exhibit as such change is necessary to meet an unusual and unforeseen condition as the result of an emergency.

SECTION 3. BUDGET TOTAL. The City Commission further finds the amended budget line items identified in such Exhibit will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2017-2018 Official Budget, adopted by Ordinance 2017-37, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 1st day of May 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this15th day of May 2018.

CITY OF WESLACO

_____

David Suarez, **MAYOR**

ATTEST:

_____

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____

Juan E. Gonzalez**, CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1691

From:

Subject:
Approval of a Mid Valley Airport Hangar Lease Agreement with Gloria Brady, Hangar E-9, and authorize the Mayor to execute any related documents. (Staffed by Airport.)

Background:
Over the course of the past year, the Airport Advisory Board worked with Airport staff, KSA, TXDOT and City Attorney's office to draft Hangar lease agreement templates.

The hangar lease agreement being presented is for the city owned hangar E-9 located on the east side of the airport. The proposed hangar lease agreement is for two (2) years with a two (2) year renewal option. There is a 3% review and cap every three (3) years.

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

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

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

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
The Airport Advisory Board does not approve revenue lease agreements but did approve the hangar lease template.

Andrew Muñoz	Created/Initiated
Andrew Muñoz	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
E-9_Brady, Gloria - Commission

Responsibilities upon Approval:

Lease Agreement

STATE OF TEXAS)

CITY OF WESLACO) **KNOW ALL PERSONS BY THESE PRESENTS:**

HIDALGO COUNTY)

This lease is entered into this _____ day of _____, 2018, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Gloria Brady, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

A) Lessor does hereby lease to Lessee Hangar **E-9** more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

A) This lease shall be for the term of 2 years. Thereafter, this lease may be renewed for a subsequent two (2) year extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease.

B) **Surrender and Holding Over**. Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter

and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor.

Section 3. Consideration

A) In consideration for the lease of the Hangars referenced herein Lessee hereby agrees to pay monthly the sum of **$ 225.00**. The first month's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month due for the term of this contract plus any extensions thereto.

B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.

C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.

D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Hangar and is required herein to provide business liability insurance in an amount of $1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.

E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.

F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

Section 4. Use of Lease Premises

A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.

B) Lessee agrees that the leased Hangar may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.

C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.

D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

E) Lessee agrees that he will at all times keep the premises of the Hangar, including the inside and the outside of the Hangar, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or

hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

F) Lessee agrees that the usage of the Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.

G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.

H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.

I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.

J) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than

fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.

C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.

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

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

connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and

Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).

B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.

C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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

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

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Gloria Brady
Address: 7501 S. 10th Street, McAllen TX 78503
PO Box 663, Hidalgo, TX 78557-0663

Lessee Initials

Lessee Initials

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

Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense.

F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.

J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.

K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.

L) Time is of the essence of this Agreement.

EXECUTED this _____ day of _____, 2018.

City of Weslaco, Hidalgo County, Texas

_____
Mayor

Approved as to Form:

_____
City Attorney

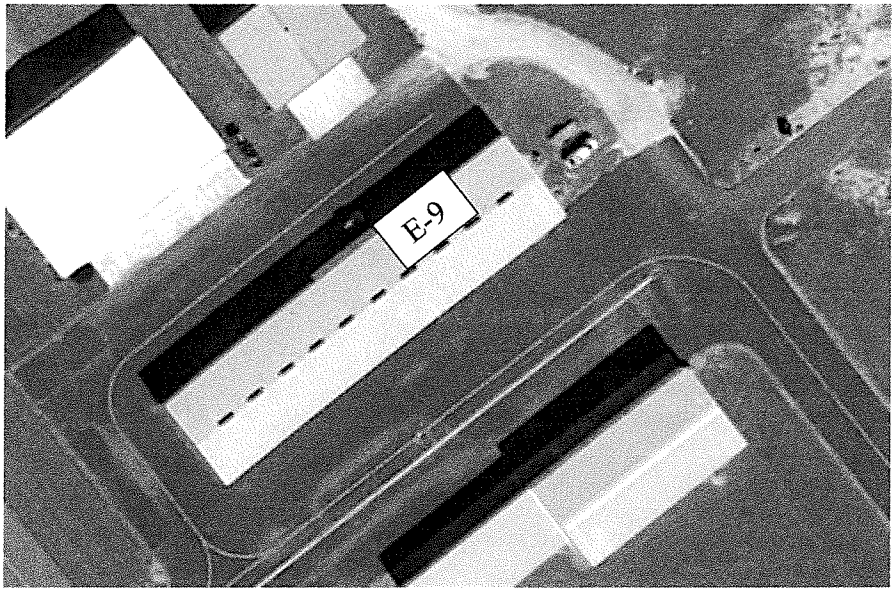
Attest: _____
City Secretary

_____
Lessee

Lessee Initials

"EXHIBIT A"

Hangar E-9



Lessee Initials

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1333

From:

Subject:
Authorization to terminate a Mid Valley Airport Ground Lease Agreement with Tenant Don Schwanke for Hangar W-24 and to approve a Mid Valley Airport Ground Lease Agreement with Tenant Bibb Beale for Hangar W-24 and authorize the Mayor to execute any related documents. (Staffed by Airport.)

Background:
Tenant Don Schwanke, in the process of negotiating a new lease agreement, has sold Hangar W-24 to Mr. Bibb Beale. In the past, the City Commission has requested to terminate existing ground lease agreements when an improvement has been sold and to enter into negotiations with the new tenant.

The ground lease agreement being presented is for Hangar W-24, located on the west side of the airport. The proposed hangar lease agreement is for five (5) years, with a five (5) year renewal option. There is a 3% review and cap every three (3) years.

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

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

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

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
The Airport Advisory Board does not approve revenue agreement but did approve the ground lease agreement template.

Andrew Muñoz	Created/Initiated
Andrew Muñoz	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
W24 Beale Bibb, W24 Bill of Sale

Responsibilities upon Approval:

Lease Agreement

STATE OF TEXAS)

CITY OF WESLACO) KNOW ALL PERSONS BY THESE PRESENTS:

HIDALGO COUNTY)

This lease is entered into this _____ day of _____, 2018, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and Bibb Beale, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

A) Lessor does hereby lease to Lessee approximately **1,260 sq. ft.** (W24) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

B) Premises shall be designated as W24, measuring 30 feet x 42 feet as described in Exhibit A.

Section 2. Term

A) This lease shall be for the term of **5 years**. Thereafter, this lease may be renewed for a subsequent **5-year** extension upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.

BBB

B) **Surrender and Holding Over**. Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement. Thereafter, the Lessor shall have the right to enter and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Term or extension shall not be construed to be the granting or exercise of any extension.

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of **$ 315.00**. The first year's payment is to be made on the 1st day of May. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

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

B) All lease payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.

C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.

D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any

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

E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.

F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

Section 4. Use of Lease Premises

A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.

B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.

C) Lessee may park his and/or his passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.

D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and

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

E) Lessee agrees that he will at all times keep the premises of the Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

F) Lessee agrees that the usage of the Land/Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.

G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.

H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.

I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.

J) Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.

K) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.

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

Section 5. Sublease, Assignment, or Sale

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

Section 6. Termination

A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Land/Hangar/Building/Office would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.

C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.

D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any

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

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

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event

facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

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Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

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

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Section 13. Notice Requirements

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

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

B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

BRB
Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Bibb Robinson Beale
Address: Comercio Group
28182 S. Kansas City Road
La Feria, TX 78559

BRB
Lessee Initials

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

Section 14. Miscellaneous

A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND

BRB
Lessee Initials

INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense except to the extent required by the Texas Public Information Act.

F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed

without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

I) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.

J) Lessor and its associates, agents or employees reserve the right to enter the lease premises at any time and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.

K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.

L) Time is of the essence of this Agreement.

EXECUTED this _____ day of _____, 2018.

City of Weslaco, Hidalgo County, Texas

_____
Mayor

Approved as to Form:

_____
City Attorney

Attest: _____
City Secretary

_____
Lessee

BRB
Lessee Initials

“EXHIBIT A”

HANGAR W24
30’ x 42’

RNB
Lessee Initials

State of Texas
County of Hidalgo

BILL OF SALE FOR PERSONAL PROPERTY

In consideration of the sum of one ($1) USD and OTHER VALUABLE CONSIDERATIONS, the receipt of which consideration is acknowledged, Minor Cover II (the 'Seller') of 4901 Daffodil Ave., Lot 126, McAllen, Texas 78501 Sells and Delivers to Donald L. Schwanke, (the 'Purchaser') of 909 Palm Avenue, Laferia, Tx.,78559, his successors and assigns, the following personal property (the 'Personal Property'):

> property located in Hidalgo County, State of Texas:
> WEST TRACT HANGER #W24FT 9 WESLACO MID-VALLEY AIRPORT;
> IMPS ONLY NEW ACCT FOR 1987 ACCOUNT NUMBER W3800-98-009-0024-01.

The Personal Property is transferred by this **Bill of Sale** described 'As-Is' without any warranties. Seller warrants that he is the lawful owner in every respect of all of the described property and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.
Note that the 2012 taxes to Hidalgo County and the lease/rent payment to WESLACO-MIDVALLEY AIRPORT have not been paid for the notices have not been sent to the owner 'Seller'.

This Bill of Sale shall be effective as to the transfer of all property listed in it as of October 20, 2011.

Seller signature, _____

Date 10/20/11

WITNESS: _____

Date 10-20-11

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on October 20, 2011 by Minor D. Cover II.

NOTARY PUBLIC STATE OF TEXAS
LAURA DE LA GARZA
My Commission Expires
October 12, 2013

_____
Notary Public Signature

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1687

From:

Subject:
Authorization to solicit Request for Bids for the construction of the new Northside Fire Station and authorize the Mayor to execute any related documents. (Staffed by City Manager's Office.)

Background:
Staff is in the process of receiving the construction documents and bid specifications. Once reviewed, staff will advertise the project locally and within several construction websites for at least thirty (30) days.

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

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

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

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

Elizabeth Walker	Created/Initiated
Andrew Muñoz	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:

Responsibilities upon Approval:

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1677

From:

Subject:
Approval of the Lease Agreement with the Weslaco Youth Football League to host a Summer Youth Flag Football Season at Harlon Block Sports Complex open area, for a term of one month June 1, 2018 - June 30, 2018 and authorize the Mayor to execute any related documents. (Staffed by Parks Department.)

Background:

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:

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

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

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

Kayla Arevalo	Created/Initiated
David Arce	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:

Attachments, if any:
wyfl 2018 june hb flag football, 2017 WYFL Financials

Responsibilities upon Approval:

WESLACO YOUTH FOOTBALL LEAGUE

P.O. Box 1261; Weslaco, Texas 78599; Phone (956) 246-9927
TAX ID # 32002732454

April 26, 2018

Re: Summer Flag Football- Request for use of Harlon Block Park

City of Weslaco Parks and Recreation:

The Weslaco Youth Football League board and community would like to thank our City of Weslaco Commissioners, City Manager and Parks & Rec staff for their continued support of our Summer Flag football program. Your generosity and consideration have allowed us to grow from 100+ registered youth in our first flag season over 3 years ago, to over 450 registered youth last summer. We are looking forward to an even bigger season this June and would like to respectfully request the use of Harlon Block Park during the month of June for our flag football practices and games.

Thank you for your support!!

Respectfully yours,

Albert Ortiz, President
Al Ibarra, Vice President
Belinda Ibarra, Secretary/Treasurer
Roman Gutierrez, Board Member

Sandra L Charlton
CPA, PLLC

ACCOUNTANT'S COMPILATION REPORT

March 26, 2018

Weslaco Youth Football League
PO Box 1261
Weslaco, TX 78599

Management is responsible for the accompanying financial statements of Weslaco Youth Football League, (a non-profit organization) which comprise the statement of financial position as of December 31, 2017, and the related statement of activities and changes in net assets for the twelve months then ended in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. I have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. I did not audit or review the financial statements nor was I required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, I do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Sandra L. Charlton
Certified Public Accountant

charltoncpa2@gmail.com • Phone: 956-968-9568 • Fax: 956-968-0702 • 114 S Westgate Dr, Weslaco, TX 78596

Scanned by CamScanner

WESLACO YOUTH FOOTBALL LEAGUE
STATEMENT OF FINANCIAL POSITION
December 31, 2017

ASSETS

Current Assets				
CASH - INTERNATIONAL BANK	$	3,566.75		
MONEY BOX		180.00		
Total Current Assets			$	3,746.75
Fixed Assets				
Total Assets			$	3,746.75

See Accountant's Compilation Report

Scanned by CamScanner

WESLACO YOUTH FOOTBALL LEAGUE
STATEMENT OF FINANCIAL POSITION
December 31, 2017

LIABILITIES AND EQUITY

Current Liabilities		
Long Term Liabilities		
Net Assets		
UNRESTRICTED	2,561.69	
Current Income (Loss)	1,185.06	
Total Net Assets		3,746.75
Total Liabilities & Net Assets		$ 3,746.75

See Accountant's Compilation Report

Scanned by CamScanner

WESLACO YOUTH FOOTBALL LEAGUE
STATEMENT OF ACTIVITIES & CHANGES IN NET ASSETS
For the Period Ended December 31, 2017

		12 Months Ended Dec. 31, 2017	Pct
Revenue			
SUMMER FLAG FOOTBALL	$	14,420.00	22.95
CONCESSION INCOME		15,983.51	25.43
FALL FOOTBALL		20,285.00	32.28
UNIFORMS		3,524.00	5.61
FUNDRAISER		4,793.95	7.63
OTHER		7,110.15	11.31
HARDSHIP		(3,275.00)	(5.21)
Total Revenue		62,841.61	100.00
Operating Expenses			
ADVERTISING		1,990.50	3.17
BANK CHARGES		10.91	0.02
BOARD MEETINGS		298.22	0.47
CHEER EXPENSE		3,402.35	5.41
CONCESSION STAND		7,372.21	11.73
COST OF FUNDRAISERS		3,600.00	5.73
COST OF OPERATIONS		3,469.02	5.52
DRAFT MEETINGS		136.77	0.22
FLAGS		790.76	1.26
FOOTBALL EXPENSE		11,146.41	17.74
INSURANCE		2,475.00	3.94
REFEREES/CHAIN CREW		14,535.00	23.13
REGISTRATION LOCATIONS		47.71	0.08
SUPPLIES		61.09	0.10
TAXES AND LICENSES		150.00	0.24
TROPHIES AND MEDALS		3,642.60	5.80
UNIFORMS		8,528.00	13.57
Total Expenses		61,656.55	98.11
Changes in Net Assets from Operations		1,185.06	1.89
Net Assets at end of period	$	1,185.06	1.89

See Accountant's Compilation Report

Scanned by CamScanner

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1702

From:

Subject:
Acceptance of a donation and community project from Rotary Club of Weslaco for 25 oak trees to be planted at Harlon Block Sports Complex along the running trail on June 2, 2018. (Staffed by Parks and Recreation)

Background:
Scott Vaughen with Rotary Club proposed a project to be done in the park. We had plans for trees to be planted and it went along with the clubs goals for this year. So the city will install the water line for irrigation and they will help plant the trees with the help of JC3 Lawn on the day of the event, to help secure the tree properly. Estimated value is $2500.

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)**:**

David Arce	Created/Initiated
David Arce	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve to accept.

Staff Recommendation:
Approval

Attachments, if any:

Responsibilities upon Approval:

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1703

From:
Robert Lopez

Subject:
Approval of Resolution 2018-35 authorizing submission of a grant application in the amount of $2,000.00 by the Weslaco Police Department to Walmart Foundation's Community Grant Program and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

Background:
The Walmart Foundation provides funding though the Community Grant Program to meet the needs of the under-served by directing charitable giving toward their core areas of focus: Opportunity, Sustainability and Community in an effort to strengthen the resilience and cohesion of local communities. One of the areas of funding includes public safety support; supporting public safety programs through training or equipment funding.

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

Amount: $2,000.00	Term of Impact: 12	Identified in Current Budget: No

Additional Action Prompted:
Mayor's Signature
Resolution

If item previously considered, provide date and action by Commission:
Previously approved on 05/16/2018, Consent agenda 2017-969, Resolution 2017-42.

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	Created/Initiated
Ted Walensky	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:

Attachments, if any:
Wal-Mart Grant Letterhead 4076C 2018-2019, R2018-35 PD grant.Walmart Foundation 2018-19

Responsibilities upon Approval:
The Weslaco Police Department will be responsible for grant compliance and reporting.

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

May 15, 2018

To Wal-Mart,

The City of Weslaco derives its powers from our Texas Constitution; it is considered a Home Rule Municipality and was incorporated on August 15th, 1921 by the Hidalgo County Commissioner's Court. The City of Weslaco is recognized by the State of Texas and the Internal Revenue Service.

Government Code, Title 5, Chapter 575, Section 5707.003, states that a state agency that has a governing board may accept a gift only if the agency has the authority to accept the gift and the majority of the board, in an open meeting, acknowledges the acceptance of the gift not later than the 90th day after the date the gift is accepted. The Weslaco City Commission is our governing board who can authorize or reject grant application proposals.

The Weslaco Police Department, an entity agency of the City of Weslaco, is reaching out to Walmart for assistance with educational material, material supporting police initiatives and education, and/or financial assistance in the form of grant money available through your organization.

I, Mayor David Suarez authorize The Weslaco Police Department to apply for grant funding through Walmart Foundation's Community Grant Program.

Signed this _____ (Day) of _____ (Month), _____ (Year)

Signed by:

CITY OF WESLACO

_____

David Suarez, MAYOR

ATTEST:

_____
Elizabeth Walker, City Secretary

APPROVED AT TO FORM:

_____
Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION 2018-35

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Texas, that Walmart Foundation's Community Grant Program be operated for the 2018-2019; and

WHEREAS, The City of Weslaco agrees to provide applicable matching funds for the said project as required by Walmart Foundation's grant application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of Walmart Foundation's Community Grant Program funds, The City of Weslaco assures that the funds will be returned to Walmart in full.

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for Walmart Foundation's Community Grant Program.

Grant Number: _____

Passed and Approved this 15th day of May 2018.

Signed by:

CITY OF WESLACO

_____

David Suarez, MAYOR

ATTEST:

_____

Elizabeth Walker, City Secretary

APPROVED AT TO FORM:

_____

Juan E. Gonzalez, CITY ATTORNEY

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1705

From:
Robert Lopez

Subject:
Authorization to approve Resolution 2018-36 and apply and accept the Hidalgo 2017 OPSG Stonegarden Grant through eGrants for border security initiatives in the amount of $85,000.00 with no local match required and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

Background:

Our department has received $85,000.00 in grant funding with no match required for fiscal year 2018-2019. This grant continues Stonegarden objectives, border security and intelligence sharing. I am requesting authorization to apply and accept the funds through eGrants. The grant also requires an approved resolution for grant acceptance. I have attached the resolution for final approval.

Funding Source (budget code, if applicable)**:**
Homeland Security Grant Program

Amount: $85,000.00	Term of Impact: 12 months	Identified in Current Budget: No

Additional Action Prompted:
Mayor's Signature
Resolution

If item previously considered, provide date and action by Commission:
Previously accepted 02/14/2018 on Consent Agenda 2017-777. This is a continued grant with no match requirement.

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	Created/Initiated
Ted Walensky	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Approve.

Attachments, if any:
Hidalgo 2017 OPSG Grant #3173403 RESOLUTION, FY 2017 Hidalgo County Conditional Approval Letter 18-RGVRGV-11-006 V0, R2018-36 PD grant 2017 OPSG Grant #3173403

Responsibilities upon Approval:

RESOLUTION NO._____

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the HIDALGO-2017 OPERATION STONEGARDEN be operated for the fiscal year 2018 through 2019; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Homeland Security Grant Program grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the HIDALGO-2017 OPERATION STONEGARDEN to the Office of the Governor.

Grant Number: **3173403**

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Signed by:

CITY OF WESLACO

_____

David Suarez, MAYOR

ATTEST:

_____

Elizabeth Walker, City Secretary

APPROVED AT TO FORM:

_____

Juan E. Gonzalez, CITY ATTORNEY

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

April 16, 2018

Arturo Mendez
Office of the Governor
1100 San Jacinto
Austin, TX 78701

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *conditionally approved* ***with additional information requirements*** (see Special Conditions below):

Operations Order No: 18-RGVRGV-11-006 V0
Fiscal Year: 2017
Amount Approved: $3,500,000
Operations Order Dates: 09/01/2017 – 8/31/2020
Recipient: Hidalgo County, TX

Pending approval of the Personnel Cap Waiver by the FEMA Administrator (currently delegated to the GPD Assistant Administrator), the County is authorized to spend up to, but must not exceed, 50 percent of the FY 2017 Operation Stonegarden allocation issued by FEMA. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.

Expenditures from the Operations Order that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) include: Overtime and Fringe costs, Equipment, Fuel, and M&A. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 802-2755.

Sincerely,

DAVID D PORTER
Digitally signed by DAVID D PORTER
Date: 2018.04.16 10:06:26 -04'00'

David Porter
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency

Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

RESOLUTION NO.2018-36

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the HIDALGO-2017 OPERATION STONEGARDEN be operated for the fiscal year 2018 through 2019; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Homeland Security Grant Program grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the HIDALGO-2017 OPERATION STONEGARDEN to the Office of the Governor.

Grant Number: **3173403**

Passed and Approved this 15, day of May 2018.

Signed by:

CITY OF WESLACO

_____

David Suarez, MAYOR

ATTEST:

_____

Elizabeth Walker, City Secretary

APPROVED AT TO FORM:

_____

Juan E. Gonzalez, CITY ATTORNEY

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1709

From:

Subject:
Acceptance of the 2018/2019 Regional Solid Waste Grant 18-21-01 from the Lower Rio Grande Valley Development Council awarded to City of Weslaco in the amount of $30,000.00, authorize a budget amendment as appropriate and authorize the Mayor to execute any related documents. (Staffed by Public Works.)

Background:

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

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

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

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

Olga Garza	Created/Initiated
Pete Garcia	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve to accept.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
R2017-86 re Solid Waste Grant, 2018-2019 COW Solid Waste Grant Contract, BUDGET CHANGE FY 2018-Recycle Center, Ord budget amendment (002)

Responsibilities upon Approval:

RESOLUTION 2017-86

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

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

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

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

BE IT FURTHER RESOLVED THAT:

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

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

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

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

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

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

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

WCC 12/19/17

Elizabeth Walker, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

Lower Rio Grande Valley Development Council

Inter-local Contract

CONTRACT SIGNATURE PAGE

Contract Name:	**REGIONAL SOLID WASTE GRANTS PROGRAM**
Contract Number:	
Performing Party:	City of Weslaco
Performing Party Identification Number:	

Maximum LRGVDC Obligation: **$ 30,000.00**	Effective Date: April 01, 2018	Expiration Date: April 30, 2019

The Lower Rio Grande Valley Development Council (LRGVDC), and the named Performing Party, a governmental body, agency, or political subdivision of: The United States, the State of Texas, or another State, enter this Agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the LRGVDC and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by LRGVDC, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and LRGVDC will reimburse Allowable Cost subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract.

Parties to the Contract:	**Lower Rio Grande Valley Development Council (LRGVDC)**	**City of Weslaco**
By (Authorized Signature):		
Printed Name:	Ron Garza	Honorable David Suarez
Title:	Executive Director	Mayor
Date of Signature:	April 30, 2018	April 27, 2018
Contract Manager Name:	Marcie Oviedo	Olga Garza
Contact Numbers:	(956) 682-3841	(956) 973-3146
Finance Representative:	Crystal Balboa	Maria Barrera

WCC 12/19/17

Intergovernmental Cooperative Reimbursement Agreement
CONTRACT DOCUMENTS

The entire Contract between LRGVDC and Performing Party is composed of the Contract Documents listed on this page and marked by an "X." A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Contract Activities
X	Contract Reporting
X	Special Terms & Conditions
X	General Terms and Conditions
X	Project Representatives and Records Location
X	Attachment 1 - PERFORMING PARTY BUDGET
X	Attachment A – SCOPE OF WORK & DELIVERABLES
X	Attachment B – SCHEDULE OF MAJOR DELIVERABLES

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
Inter-Governmental Cooperative Reimbursement Agreement

CONTRACT ACTIVITIES

1. INTRODUCTION

The purpose of this Agreement is to define the scope of services for implementation of the Regional Solid Waste Management Plan (RSWMP) goals and objectives. It is understood the obligations identified within this document apply to each pass-through recipient as well as the PERFORMING PARTY.

2. DESCRIPTION OF ACTIVITIES

The PERFORMING PARTY agrees to follow those administrative procedures identified in this Agreement and in the Regional Solid Waste Grants Program Administrative Procedures, Attachment A, in performance of the deliverables identified within this Agreement.

I. QUALIFYING CONDITIONS

3. Eligibility. Only those local and regional political subdivisions located within the State of Texas as set forth in this Article are eligible to receive funding from the PERFORMING PARTY for an implementation project. Federal entities are not eligible to receive funds under this Agreement. Eligible entities include the following:

3-1. Cities.

3-2. Counties.

3-3. Public schools and school districts (does not include Universities or post secondary educational institutions).

3-4. Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.

3-5. Regional Planning Commissions, Regional Councils of Governments, Regional Area Councils, Regional Development Councils, or Regional Associations of Governments.

II. SPECIFICATIONS AND STANDARDS FOR PERFORMANCE

4. Contract Amendments: This document may be changed by amendment as provided for in the General Terms and Conditions. PERFORMING PARTY must submit a formal budget amendment for budget changes that result in greater than 10% (ten percent) of the PERFORMING PARTY's fiscal year (FY) budget. PERFORMING PARTY has prior authorization to conduct budget category changes for less than 10% (ten percent) of the PERFORMING PARTY's FY budget. All budget category changes and/or amendments must be reflected in Request for Reimbursement Reports. PERFORMING PARTY shall ensure Budget forms (Attachment 1) reflect all changes and amendments.

5. Contract Documents: The working documents, presented in order of preference, are:

5.1. This LRGVDC Grant Agreement.

5.2. PERFORMING PARTY'S Budget Form (Attachment 1).

5.3. Work Program - Deliverables (Attachment A).

III. CONTRACT FUNDING

6. Budget Category Expense Standards and Adjustments. The budget for this Agreement shall be derived from the PERFORMING PARTY's Application documents (Attachment 1). Following review and approval by the LRGVDC, the budget and the completed Application forms submitted by the PERFORMING PARTY, and all approved amendments, shall be incorporated into this Agreement as updates to Attachment 1. Budget amendments are necessary when budget category adjustments exceed 10% (ten percent) of the FY total budget, adjustments less than 10% (ten percent) shall be reported on Requests for Reimbursement. All negative budget categories should be adjusted prior to submitting the Request.

6-1. The PERFORMING PARTY shall not incur expenses in excess of the budget category amounts shown in each fiscal year's budget column.

6-2. Amendments to the budget contained in Attachment 1 shall consist of a signed letter of request submitted by a PERFORMING PARTY representative with signatory authority, addressed to the LRGVDC Project Representative, with copy of an amended Budget Form and supporting reason(s) for the request.

7. **Budget Category Expense Records and Documentation**. The PERFORMING PARTY shall maintain expenditure documentation to show the work was performed and that the expense was, in fact, incurred. Expense documentation should support reasonable expenditure necessary to this Agreement. Expense record documentation shall be conducted per the UGMS. Budget category expenses not addressed in the following will be administered per the General Terms and Conditions of this Agreement.

7-1. **Personnel/Salary**. The PERFORMING PARTY's employee positions covered in this Agreement are set forth in Attachment 1.

7-1-1. Time sheets that have been signed and approved.

7-2. **Travel.** PERFORMING PARTY should maintain onsite travel documentation which, at a minimum, is consistent with LRGVDC Travel Operating Procedures and which identifies the purpose of the travel, supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, etc. Such travel documentation should be submitted upon request.

7-3. **Supplies.** Expenses included under the Supplies expense category of the budget set forth in Attachment 1, shall be for non-construction related costs for goods and materials having a unit acquisition cost of less than $1,000, excluding shipping, handling, freight, tax, etc. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the PERFORMING PARTY in a relatively short period of time, in the regular performance of the general activities funded under this Agreement.

7-3-1. Supplies expenditure documentation to be maintained by the PERFORMING PARTY includes receipts or purchase orders (if issued) or invoices marked paid, and canceled checks.

7-4. **Equipment.** Expenses included under the Equipment expense category of the budget set forth in Attachment 1, shall be for non-construction related, tangible, personal property having a unit acquisition cost of $5,000, or more with an estimated useful life of over one year.

7-4-1. PERFORMING PARTY must seek LRGVDC prior approval for purchase of additional equipment, and such equipment must be placed on the Authorized Equipment Expense list in Attachment 1.

7-4-2. Equipment expenditure documentation to be maintained by the PERFORMING PARTY includes receipts, purchase orders (if issued) or invoices marked paid and canceled checks.

7-5. **Contractual.** Expenses included under the Contractual expense category of the budget set forth in Attachment 1, shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the performing party as set forth in the Article.

7-5-1. No expenses included under the contractual expense category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless the contractor and the contract amount are approved ahead of time by the LRGVDC and included on the list of authorized contractual expenses in Attachment 1.

7-5-2. The PERFORMING PARTY shall maintain evidence that the contract price is reasonable and necessary. As applicable under state law and regulations for the activity or service being contracted for, this evidence may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis or price analysis under the UGMS.

7-5-3. No expenses included under the contractual expenses category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless such contract's scope of work has been approved ahead of time, in writing, by the LRGVDC.

7-5-4. Any amendment to a PERFORMING PARTY subcontract authorized for reimbursement under this Agreement, whether or not such subcontract required LRGVDC pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, as set forth in this Agreement, must be approved in writing by the LRGVDC.

7-5-5. All applicable laws and regulations concerning competitive bidding, competitive proposals, and contracting for services shall be followed.

7-6. **Other Expenses.** All expenses under the "Other" expense categories of the budget set forth in Attachment 1 shall be in connection with the tasks and activities to be performed under this Agreement. Expenses not falling under the main expense categories may be included under the "Other" expense category if appropriate for the proposed project as set forth in this Article.

7-6-1. No expenses under the "Other" expense category including computer hardware or software purchases not included under the Equipment expense category, e.g., controlled assets costing less than $5,000, shall be eligible for reimbursement under this Agreement unless approved ahead of time by the LRGVDC and included on the list of authorized "Other" expenses in Attachment 1. Subcategories of "Other" expenses for which prior authorization is not required, are set forth in this Article.

7-6-1-1. Books and reference materials.

7-6-1-2. Dues and membership fees for the PERFORMING PARTY's affiliation with organizations and associations which directly relate to the performance of activities under this Agreement (dues

for individual employee affiliation to particular organizations or professional associations, unless listed in Attachment 1 to this Agreement, must be pre-approved individually, in writing, by the LRGVDC).

7-6-1-3. Subscriptions, only insomuch as they relate directly to the performance of activities under this Agreement.

7-6-1-4. Postage, telephone, FAX, and utilities expenses.

7-6-1-5. Printing and reproduction expenses.

7-6-1-6. Advertising and public notices.

7-6-1-7. Registration fees and other staff training costs (fees and training costs for persons not employed by the PERFORMING PARTY, unless listed in Attachment 1, must be approved individually by the LRGVDC).

7-6-1-8. Repair and maintenance costs.

7-6-1-9. Office furniture, not falling under the definition of equipment under this Article.

7-6-1-10. Space and equipment rentals.

7-6-1-11. Signs.

7-6-1-12. Additional Other expenses listed in Attachment 1 to this Agreement.

7-6-1-13. Education and outreach materials used to promote responsible municipal solid waste management practices and planning.

7-6-2. The PERFORMING PARTY shall ensure that expenditures charged under the "Other" expense category are not also included within the expenses reimbursed through the Indirect Costs allocation, Central Services Cost allocation, or the Internal Services fund.

7-7. **Additional Expense Records.** If requested by the LRGVDC, the PERFORMING PARTY agrees to provide to the LRGVDC the additional expense records and documentation materials, appropriate for the expense, for the time period requested by the LRGVDC. The LRGVDC will provide reasonable time for the PERFORMING PARTY to comply with a request for additional records. The LRGVDC will allow the PERFORMING PARTY reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

8. REIMBURSEMENT PAYMENT METHOD. The PERFORMING PARTY shall submit a Request for Reimbursement voucher, which shall include attached legible copies of invoices issued by the subcontractor or vendor providing the products or services that substantiates the incurred expenditure amount. In addition, all requests for reimbursement of expenditures must be itemized and described in such a way that the acquired item can be readily matched to pre-acquisition approvals.

8-1. The PERFORMING PARTY must submit the Request for Reimbursement vouchers if costs have been incurred. They should be submitted with the required progress reports and results reports However, according LRGVDC is not liable for any costs incurred by the PERFORMING PARTY in the performance of this agreement, which have not been billed to LRGVDC within fifteen days following termination of this agreement.

8-2. The LRGVDC reserves the right to suspend payment of funds awarded under this contract due to incomplete, incorrect, or inconsistent reports or tasks required under this contract until the PERFORMING PARTY satisfactorily completes, revises, or corrects such services or reports. The LRGVDC also reserves the right to require reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the PERFORMING PARTY concerning the contract supported tasks to be performed.

8-3. The PERFORMING PARTY must submit prior notification and approval by the LRGVDC for any changes in personnel whose salaries will be funded under this contract.

8-4. All expenditures under the equipment, construction, or contractual, budget categories must be approved in advance by the LRGVDC. Further, for any other category expenses not specifically spelled out in the contract, the PERFORMING PARTY shall obtain prior written approval from LRGVDC for that expense.

8-5. The contract prohibits any reimbursement of travel expenses for out-of-state travel, except where such travel is specifically authorized in writing by the LRGVDC. Prior to authorizing any out-of-state travel by a PERFORMING PARTY, the LRGVDC must obtain written approval from TCEQ to provide such authorization.

8-6. If the PERFORMING PARTY does not have a current indirect cost rate approved in accordance with UGCMS, the LRGVDC may negotiate a lump sum indirect cost charges that do not exceed the charges established using the Indirect Cost Consumption Table provided in the Uniform Grant and Contract Management Standards under UGCMS.

IV. CONTRACT ACTIVITIES

9. The work identified herein is subject to the guidelines as directed in Attachment A, the Work Program and these guidelines may be updated and or amended throughout the timeline of this document as deemed necessary by the LRGVDC.

10. A project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. The PERFORMING PARTY agrees to perform the following activities as prescribed in this document and as outlined in Attachment A:

V. REPORTING REQUIREMENTS

11. Detailed records that are not required to be submitted with the reports referred to in this section must be kept at the designated location for records access.

- **11-1.** The PERFORMING PARTY shall maintain and submit to LRGVDC mileage records on the use of any vehicles being used for the Program and originally purchased for the program.
- **11-2.** The PERFORMING PARTY shall comply with any reasonable request by the LRGVDC for additional information on activities conducted in order for the LRGVDC to adequately monitor the PERFORMING PARTY's progress in completing the requirements of and adhering to the provisions of this contract.
- **11-3.** Payments (reimbursements) required under this contract may be withheld by the LRGVDC until such time as any past due progress reports are received.
- **11-4.** The PERFORMING PARTY's failure to comply with the requirements of this Article shall constitute a breach of this contract.
- **11-5.** The PERFORMING PARTY shall prepare and submit to the LRGVDC monthly, a written progress report concerning performance under this contract documenting accomplishments and units of work performed under Attachment A: Work program of this agreement. The PERFORMING PARTY's progress reports contain descriptions of activities for the LRGVDC to ensure that the provisions of this contract are being complied with.
- **11-6.** The PERFORMING PARTY shall prepare and submit to the LRGVDC, the summary Pass-Through Grant Expenditure report and the request for reimbursement vouchers and appropriate backup must be submitted monthly.
- **11-7.** The PERFORMING PARTY shall prepare and submit to the LRGVDC Report(s) Identifying Chronic Illegal Dumpsites that are ¼ acre in size or larger, their general description, exact location, boundary information in feet, length, width, and height if applicable and photos of the sites located.
- **11-8.** In addition, the PERFORMING PARTY must submit to the LRGVDC results report each month. The results report will include quantifiable measurements or reasonable estimations of the project outcomes.
- **11-9.** All progress and results reports shall be submitted within 10 days after the end of the month for the term of this contract so that LRGVDC may submit a consolidated report to TCEQ.

VI. CLOSE-OUT PROGRESS AND RESULTS REPORT

12. The PERFORMING PARTY will submit a closeout progress and results report with the final requests for payment under this contract. The closeout report will include the cumulated information from previous progress and closeout reports. The closeout report must be submitted within 15 days of the ending date of this contract. The PERFORMING PARTY shall certify in writing to the LRGVDC, through the final progress report, the satisfactory completion of all activities and deliverables required under this contract.

VII. FOLLOW-UP SUMMARY RESULTS REPORT

13. The PERFORMING PARTY shall submit periodic follow-up summary results reports according to Attachment B: Schedule of Deliverables. The PERFORMING PARTY shall document the results of the grant-funded project and provide those results to the LRGVDC for use of evaluating program effectiveness and for providing regional results information to TCEQ. The results reporting documentation and reporting requirements shall specifically cover reporting on results during the term of the contract and continue to document, the results of the project activities for the life of the program or activity.

VIII. OTHER REPORTS

14-1. The PERFORMING PARTY shall provide LRGVDC with a reasonable number of photographs of the project activities for documentation purposes such as inclusion in a report to the State Legislature.

14-2. The PERFORMING PARTY shall occasionally present an oral report to the LRGVDC Solid Waste Advisory Committee during the committee's meetings regarding the status of the project implementation. LRGVDC will notify the PERFORMING PARTY one week in advance of such requests for oral reports. Note that the committee typically meets quarterly. (See Attachment B)

IX. SPECIAL TERMS AND CONDITIONS

15-1. Statutory Authority. Fiscal Year (FY) 2018-2019 Appropriations Bill (85th Legislature Regular Session) and Texas Health and Safety Code § 361.014(b).

15-2. Availability of Funds. The source of the funds provided by the TCEQ is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code § 361.013 and the Municipal Solid Waste Disposal Account, as listed in Texas Health and Safety Code § 361.014(d). The parties agree that TCEQ's obligations under this Contract are contingent upon the continued availability of sufficient funds in the Municipal Solid Waste Disposal Account. TCEQ may terminate this contract if funds become unavailable due to lack of fees collected, legislative changes, or demands upon the funds described above that are necessary to protect the health and safety of the public. The *Performing Party* shall place this notice in all subgrants and contracts.

15-3. *Performing Party* agrees to perform activities described in this Contract, which may be a modification of the proposal submitted to TCEQ.

15-4. Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the TCEQ, are not eligible to receive subgrant or contract funding from the *Performing Party*. The *Performing Party* shall allow a potential subgrant or contract applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the *Performing Party* with documentation of payment of the fees, such as a canceled check or receipt from the state, the *Performing Party* may consider that applicant to be eligible to receive subgrant or contract funding under this Contract.

15-5. The Performing Party is responsible for ensuring that subrecipients and contractors have all necessary permits, meet all other legal requirements to perform the activities, are qualified to perform the activities, and are not in arrears on any penalties owed to TCEQ.

15-6. Local and regional political subdivisions that are barred from participating in state contracts by the Texas Comptroller of Public Accounts (CPA) under the provisions of § 2155.077, Texas Government Code, and Title 34 Texas Administrative Code (TAC) § 20.585, CPA Regulations, are not eligible to receive subgrants or contracts from the *Performing Party*.

15-7. The activities funded under this Contract, both projects conducted by the *Performing Party* or as a part of a subgrant, shall be in accordance with all provisions of this Contract, all applicable federal, state and local laws, rules, regulations, and guidelines. The main governing requirements include, but are not limited to, the following standards.

- **15-5-1.** §361, §363, and §364 of the Texas Health and Safety Code.
- **15-5-2.** Title 30 TAC §330, Subchapter O, TCEQ Rules.
- **15-5-3.** Title 30 TAC §14, TCEQ Rules.
- **15-5-4.** The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et seq., and the Uniform Grant Management Standards, 34 TAC §§20.456-20.467 and the Uniform Grant Management Standards issued by CPA and formerly by the Texas Office of the Governor (UGMS)
- **15-5-5.** General Appropriations Act, 85th Legislature Regular Session, including Article IX, Part 4.
- **15-5-6.** Chapter 391 of the Local Government Code and related rules.

X. GENERAL TERMS AND CONDITIONS

16. CONTRACT PERIOD

16-1. Contract Period. The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Signature Page of this Contract (Contract Period). If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.

16-2. Renewal and Extension Period. The Contract may be extended by notice of LRGVDC beyond expiration of a Contract Period for up to 90 (ninety) days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period. Renewals and extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period.

17. DEFINITIONS

17-1. "Include." The word "include" and all forms such as "including" shall be construed to introduce a non-exhaustive list. The parties agree include is a term of enlargement and does not limit the scope of the preceding noun.

18. FUNDS

18-1. Availability of Funds. This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable.

18-1-1. Performing Party will ensure that this clause concerning the availability of funds received indirectly by subcontractors through Performing Party is included in any subcontract it awards.

18-2. Amount Limits on Funds. The maximum reimbursement is shown on the Contract Signature Page.

18-3. Grants. If this agreement was entered under the LRGVDC authority to award grants, LRGVDC is providing financial assistance to the recipient to undertake its own project.

19. ALLOWABLE COSTS

19-1. Conforming Activities. LRGVDC will reimburse the Performing Party for Allowable Costs incurred and paid by the Performing Party in performance of conforming Contract Activities. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual, and authorized by this Contract and a Notice to Proceed. Contract Activities must be authorized in writing to be eligible for reimbursement.

19-2. UGMS. Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs.

20. REIMBURSEMENT

20-1. Contract for Reimbursement. The Contract Documents describe the activities to be conducted by the Performing Party for reimbursement by LRGVDC.

20-2. Reimbursement Request Deadline. A minimum of 25% of the grant must be expended each quarter. Performing Party shall submit <u>final</u> requests for payment to LRGVDC prior to **April 30, 2019.**

20-3. Reimbursement Requests. Performing Party shall invoice LRGVDC to request reimbursement for its Allowable Costs for performing the Contract Activities. Performing Party's invoice shall conform to LRGVDC's reimbursement requirements.

20-4. Travel, Other Costs. Travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only based on receipts in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.

20-5. Supporting Records. Upon request, Performing Party shall submit records and documentation to LRGVDC as appropriate for the review and approval of reimbursing costs. At a minimum, Performing Party shall submit supporting records with its invoices; LRGVDC may reject invoices without appropriate supporting documentation. LRGVDC has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.

20-6. Conditional Payments. Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract. Performing Party shall return payment to LRGVDC for either overpayment or activities undertaken that are not compliant with the Contract Activities. This does not limit or waive any other LRGVDC remedy.

20-7. Historically Underutilized Businesses. Performing Party shall include, with its invoicing, reports on the use of Historically Underutilized Businesses.

21. AMENDMENTS

Changes to the Contract may only be made by a written amendment, signed and agreed to by the Parties.

22. CONTRACT INTERPRETATION

22-1. Interpretation of Time. All days are calendar days, unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation.

22-2. State, Federal Law. This Contract is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.

22-3. Severability. If any provision of this Contract is held to be invalid, illegal or unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

23. PERFORMING PARTY'S RESPONSIBILITIES

23-1. Performing Party's Responsibility for the Contract Activities. Performing Party undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the LRGVDC nor as a LRGVDC agent, employee or vendor of goods or services. Performing Party agrees that the Contract Activities are furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.

23-2. Independent Contractor. Nothing in this agreement shall create an employee-employer relationship between Performing Party and LRGVDC. The parties agree that the Performing Party is an independent contractor.

23-3. Performing Party's Responsibility for Subcontractors. All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.

23-4. No Third-Party Beneficiary. The LRGVDC does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between LRGVDC and any of Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

24. PERFORMING PARTY PERFORMANCE EVALUATION

Performance evaluations are a part of the LRGVDC review performing party and may be a factor in the selection of future contracts. The LRGVDC may provide this information to state agencies and upon request, to others. Performing Party consents to the disclosure of any information or opinion in the evaluations.

25. CONFLICT OF INTEREST

The Performing Party shall timely notify the LRGVDC in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Contract Activities, nor have access to information regarding any portion of the Contract Activities. Performing Party agrees that LRGVDC has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause.

26. INTELLECTUAL PROPERTY

26-1. Third Party Intellectual Property. Unless specifically waived, Performing Party must obtain all Intellectual Property licenses expressly required in the Contract Activities, or incident to the use or possession of the intellectual property. Performing Party shall obtain and furnish to LRGVDC: documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others

to reproduce, publish, otherwise use, or modify such Intellectual Property for LRGVDC non-commercial purposes, and other purposes of the State of Texas.

26-2. **Grant of License**. Performing Party grants to LRGVDC a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial LRGVDC purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

27. TIME DELAYS

27-1. **Time is of the Essence**. Performing Party's timely performance is a material term of this Contract.

27-2. **Delays**. Where Performing Party's performance is delayed, except by *Force Majeure* or act of the LRGVDC, LRGVDC may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

28. TERMINATION

28-1. **Termination for Cause**. LRGVDC may, upon 10 (ten) days written notice and the opportunity to cure, terminate this Contract for cause if Performing Party materially fails to comply with the Contract Documents including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Termination for cause does not prejudice LRGVDC's other remedies authorized by this Contract or by law.

28-2. **Termination for Convenience.** LRGVDC may, upon 10 (ten) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of LRGVDC or the Performing Party. Performing Party may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

28-3. If, after termination for cause, it is determined that the Performing Party had not materially failed to comply with the Contract Documents, the termination shall be deemed to have been for the convenience of the LRGVDC.

29. INSURANCE AND INDEMNIFICATION

29-1. **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors and suppliers to obtain and maintain during the Contract Term adequate insurance coverage sufficient to protect the Performing Party and the LRGVDC from all claims and liability for injury to persons and for damage to property arising from the Contract, whether caused by the Performing Party or by the contractor(s) or by anyone directly or indirectly employed by either. Unless specifically waived by the LRGVDC, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

29-2. **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE LRGVDC AND PERFORMING PARTY AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF THE CONTRACT ACTIVITIES BY THE PERFORMING PARTY OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF THE LRGVDC SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE LRGVDC. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

30. DISPUTES, CLAIMS, REMEDIES

30-1. **Payment not a Release.** Neither payment by LRGVDC nor any other act or omission other than an explicit written release constitutes a release of Performing Party from liability under this Contract.

30-2. **Schedule of Remedies available to the LRGVDC.** In accordance with §2261, Texas Government Code, the following Schedule of Remedies applies to this contract. In the event of Performing Party's nonconformance, LRGVDC may:

- **30-2.1.** Issue notice of nonconforming performance;
- **30-2.2.** Reject nonconforming performance and request corrections without charge to the LRGVDC;
- **30-2.3.** Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
- **30-2.4.** Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
- **30-2.5.** Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- **30-2.6.** Terminate the contract without further obligation for pending or further payment by the LRGVDC and receive restitution of previous payments.

30-3. Opportunity to Cure. The Performing Party will have reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.

30-4. **Cumulative Remedies.** Remedies are cumulative: the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

31. FINANCIAL RECORDS, ACCESS, AND AUDITS

31-1. **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

31-2. **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Contract Activities in accordance with generally accepted accounting principles. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by LRGVDC and other state agencies for the purpose of inspection and audit. Records shall be maintained for a minimum of 3 (three) years beyond the expiration or earlier termination of this Contract, and 3 (three) years after the end of any litigation or claims process, including appeals.

32. INDIRECT COST RATE

32-1. **Authority for Indirect Cost Rates**. The Performing Party shall comply with the UGMS relating to Indirect Cost Rates. In the event an audit changes the indirect cost rate, Performing Party agrees to waive additional indirect costs, or in the alternative, contribute the difference between the contract indirect rate and audited indirect rate.

32-2. **Indirect Cost Rate of Contract Activities**. The cost of services provided to LRGVDC by another agency may include allowable direct costs of the service plus a pro rata share of indirect costs, if authorized by the budget. A standard indirect cost allowance equal to 10% (ten percent) of the direct salary and wage cost of the activity may be used in lieu of determining the actual indirect costs of the activity, if any indirect cost rate is approved.

33. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

34. MISCELLANEOUS

34-1. **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on LRGVDC without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.

34-2. **Venue.** Performing Party agrees that the Contract is being performed or administered in Cameron/ Hidalgo/Willacy County Region. This provision does not waive sovereign immunity.

34-3. **Publication.** Performing Party agrees to notify LRGVDC 5 (five) days prior to the publication or advertisement of information related this Contract. Performing Party agrees not to use the LRGVDC logo or a LRGVDC graphic as an advertisement or endorsement without an agreement signed by the appropriate LRGVDC authority.

34-4. **Waiver.** With the exception of an express, written document signed with authority by LRGVDC, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion. The making of a payment does not constitute acceptance of the invoiced Contract Activities nor does it constitute a waiver of the LRGVDC's claims against the Performing Party or its sureties.

34-5. LRGVDC relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

34-6. **Survival of Obligations.** Except where a different period is specified in this agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive for 4 (four) years beyond the termination or completion of the Agreement; or after the end of a proceeding which was brought under the contract or if LRGVDC has notified Performing Party of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a LRGVDC notice to the Performing Party.

34-7. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the LRGVDC a release of all claims against the LRGVDC for payment under this contract.

34-8. **Legal Fees Prohibited.** This money shall be spent on administrative fees and projects as approved by LRGVDC. The funds under this Agreement may not be used for legal representation, or any other fees associated with hiring an attorney.

PROJECT REPRESENTATIVES/RECORDS LOCATION

ARTICLE 35.1 LRGVDC PROJECT REPRESENTATIVE

The individual named below is the LRGVDC Project Representative, who is authorized to give and receive communications and directions on behalf of the LRGVDC. All communications including all payment requests must be addressed to the LRGVDC Project Representative or his or her designee.

Marcie Oviedo
(Name)
Director of Community & Environmental Services
(Title)
Lower Rio Grande Valley Development Council
301 W. Railroad Street
Weslaco, TX 78596

Telephone No.: (956) 682-3481
Facsimile No.: (956) 682-3295
E-mail: moviedo@lrgvdc911.org

ARTICLE 35.2 PERFORMING PARTY PROJECT REPRESENTATIVE

The individual named below is the PERFORMING PARTY Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY Project Representative or his or her designee.

For Financial Matters:
Maria Barrera
(Name)
Finance Director
(Title)
255 S. Kansas Avenue
(Mailing Address)
Weslaco, TX 78596
(City) (State) (Zip Code)

Telephone No.: (956) 968-3181
Facsimile No.: (956) 968-6717
E-mail: mbarrera@weslacotx.gov

For Contractual Matters:
Honorable David Suarez
(Name)
Mayor
(Title)
255 S. Kansas Avenue
(Mailing Address)
Weslaco, TX 78596
(City) (State) (Zip Code)

Telephone No.: (956) 968-3181
Facsimile No.: (956) 968-6717
E-mail: david.suarez@weslacotx.gov

ARTICLE 35.3 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW

The PERFORMING PARTY designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

Olga Garza
(Name)
Assistant Director of Public Works
(Title)
255 S. Kansas Avenue
(Mailing Address)
Weslaco, TX 78596
(City) (State) (Zip Code)

Telephone No.: (956) 968-3181
Facsimile No.: (956) 968-6717
E-mail: olga.garza@weslacotx.gov

Attachment 1

BUDGET CATEGORY	FUNDING AMOUNT
Personnel / Salaries N/A	**$**
Fringe Benefits N/A	**$**
Travel N/A	**$**
Supplies N/A	**$**
Equipment 82X16 Recycling Trailer with 8 collapsible lids	**$ 15,000.00**
Construction N/A	**$**
Contractual Security Fence will be used to secure equipment and to prevent contamination of compostables	**$ 7,000.00**
Other 4 yard bins plus freight for collection of tin and glass $2,500x2=$5,000.00 Self-feeding chipper to produce mulch and compost and public education $1,500x1=$1,500.00; 70 Gallon Tumbler for production of compost & public education $400.00; Worm Composter for production of compost & public education $200.00; 1 bin for manual compost turning $400.00; 10 gallon buckets with logo for distribution of compost and mulch to the public $500.00	**$ 8,000.00**
Indirect Charges	**$**

TOTAL FUNDING $ 30,000.00

Attachment A:

Work Program of Tasks to be completed by PERFORMING PARTY

GOAL: **The PERFORMING PARTY will Enhance Recycling Centers Performance.**

Objective 1: **GO OUT FOR BIDS FOR RECYCLING TRAILER**

1) Task/Deliverable: The City of Weslaco will take the steps necessary to begin the process of purchasing the proper equipment needed while following the purchasing guidelines as outlined in city's purchasing manual.
2) Task/Deliverable: City of Weslaco will finalize order to purchase lowest price from bids received.
3) Task/Deliverable: City of Weslaco will purchase recycling trailer and supplies needed to promote collection and awareness for recycling.
4) Task/Deliverable: Place trailer and prioritized location, publicize project and accept compostable at the Valley Nature Center along with presenting compost education.

Objective 2: **REPORT ON PROGRESS AND RESULTS OF PROGRAM**

1) Task/Deliverable: The Project Coordinator will measure and document the following: 1) amount (in pounds) of brush/yard waste, glass metal, plastic, cardboard, newspaper, other paper, or C&D debris diverted; 2) document the number of months material collected; 3) average monthly diversion amount (in pounds); 4) document total of persons served; 5) document total revenue from sale of diverted material; 6) average monthly revenue; 7) document total disposal costs avoided; 8) average monthly disposal cost avoided. The documented information should be included in the Pass-through Grant Summary Report and Results report forms. Financial documentation should also be included and submitted in the Summary of Pass-through Grant Expenditures and the Request for Reimbursement when necessary.
   Completion Time Frame: Submit the Pass-Through Grant Summary Report and the Summary of Pass-Through Grant Expenditures on a monthly basis, the last Friday of the month for the length of the contract period. Submit Results on a monthly basis; through the end of the contract period.

2) Task/Deliverable: Submission of the End of Contract Results Report and Final Summary Report, using the Results Monitoring Report Forms. Deliverable 3: The Project Coordinator will submit the final summary report, using the Pass-Through Grant Summary Report and the final results report, using the Results of Grant Funded Project Report.

   Completion Time Frame: Submit the end of contract report by April 30, 2019.

3) Task/Deliverable: The Project Coordinator will submit Follow-up Reports using the applicable forms as determined by the LRGVDC. The Project Coordinator will submit Follow-up Reports using the applicable forms to be determined and as requested by the LRGVDC.

4) Task/Deliverable: City of Weslaco will present an oral report to the LRGVDC SWAC Committee to inform them on the status of project.

   Completion Time Frame: Submit the Follow-up Reports as determined and requested by the LRGVDC.

Attachment B:

FY 2018/2019 Schedule of Major Deliverables for Solid Waste Grants

Deliverable	Due Date
1. Contract Term	April 01, 2018 – April 30, 2019
2. Solid Waste Advisory Committee	Meets quarterly, Therefore you will be notified one week in advance to be present to give an oral report on project status.
3. Progress & Results Reports Due Monthly Must be mailed/emailed to: bsalinas@lrgvdc911.org and cc: moviedo@lrgvdc911.org	**Due Monthly** April 2018 – Due May 10, 2018 May 2018 – Due June 10, 2018 June 2018 – Due July 10, 2018 July 2018 – Due August 10, 2018 August 2018 – Due September 10, 2018 September 2018 – Due October 10, 2018 October 2018 – Due November 10, 2018 November 2018 – Due December 10, 2018 December 2018- Due January 10, 2019 January 2019 – Due February 10, 2019 February 2019 – Due March 10, 2019 March 2019 – Due April 10, 2019 April 2019 – Due May 10, 2019 *Make sure you maintain reports after May because TCEQ will ask for follow-up reports.
4. Results Report & Follow up Results	**Due Once a Year** Results due to TCEQ – December 31, 2018 Follow up Results – October 15, 2020
5.Reimbursements Please mail in original paper work on the reimbursements.	**As Necessary** Minimum of 25% percent of the grant must be expended each quarter and submitted for reimbursement. Failure to submit reimbursement request as spent will be basis for de-obligation of funds.

- Please keep in mind that it is the applicant's responsibility to comply with contract. No reminders or notices will be sent out to request any reports due to the LRGVDC.

Lower Rio Grande Valley Development Council Program Contacts:

Marcie Oviedo – Director of Community & Environmental Services – (956) 682-3481 ext. 161 moviedo@lrgvdc911.org
Ludy Saenz – Assistant Director – (956) 682-3481 ext. 153 lsaenz@lrgvdc911.org
Brenda Salinas – Administrative Assistant III – (956) 682-3481 ext. 123 bsalinas@lrgvdc911.org

CITY OF WESLACO
BUDGET AMENDMENT
FY 2017-18

FUND: **Solid Waste & General**

DEPARTMENT: **Recycling & General Exp**

BUDGET AMENDMENT #

DATE:

FUND	G/L ACCT #	DESCRIPTIONS	CURRENT BUDGET	INCREASE	DECREASE	REVISED BUDGET
61	400-2000	Intergovt Revenue-Grant	0	30,000		30,000
61	523-2479	Valley Nature Center	0	10,000		10,000
61	523-4010	Trailer & (2) 4yd containers	59,000	20,000		79,000
						-
						-
						-
						-
						-
						-
						-
						-
			$ 59,000	$ 60,000	$ -	$ 119,000

(Round up all amounts to the nearest dollar)

Justification:

CC - Budget amendment 1st reading 05/15/2018
2nd reading xx/xx/2018

Department Head Approval **Date**

Finance Director **Date**

City Manager **Date**

ORDINANCE 2018-XX

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

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2017-2018 budget; and

WHEREAS, unusual and unforeseen conditions have arisen during the fiscal year which have, or will require, the expenditure of additional funds constituting an emergency expenditure; and

WHEREAS, Section 102.009 of the Texas Local Government Code authorizes the City to amend its budget in such a manner as to provide for emergency expenditures as an amendment to the original budget in a case of grave public necessity to meet an unusual and unforeseen condition; and

WHEREAS, the City Commission finds the amendments in the line items identified in the attached Exhibit are reasonable, necessary, and for municipal purposes.

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

SECTION 1. FINDINGS. The City Commission finds the statements made in the preamble above are true.

SECTION 2. BUDGET LINE ITEMS. The City Commission approves the budget amendments in the attached Exhibit as such change is necessary to meet an unusual and unforeseen condition as the result of an emergency.

SECTION 3. BUDGET TOTAL. The City Commission further finds the amended budget line items identified in such Exhibit will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2017-2018 Official Budget, adopted by Ordinance 2017-37, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of May.
PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ___ day of _____.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez**, CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1502

From:

Subject:
Discussion and consideration to approve Resolutions 2018-37, 2018-38, 2018-39, 2018-40, 2018-41, 2018-42, and 2018-43, appointing seven members to expired terms on the Board of Adjustments and Appeals to the Building Codes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Background:
All terms on the Board of Adjustments and Appeals to the Building Codes are set to expire. As the Commission recently decided to keep this board active, there are seven appointments proposed. At the time of this posting, Mr. Pablo G. Pena Jr. submitted in writing his desire to continue to serve.

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature
Resolution

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

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

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

Aida Vega	Created/Initiated
Mardoqueo Hinojosa	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Approve.

Attachments, if any:
16 Bd. Appt., Member Roster BOAA-Bldg Codes Board, Notice of Interest Pablo Pena Jr, Board interest, R2018-37 BOAA-BLDG CODES 1 (1), R2018-38 BOAA-BLDG CODES 1 (2), R2018-39 BOAA-BLDG CODES 1 (3), R2018-40 BOAA-BLDG CODES 1 (4), R2018-41 BOAA-BLDG CODES 1 (5), R2018-42 BOAA-BLDG CODES 1 (6), R2018-43 BOAA-BLDG CODES 1 (7)

Responsibilities upon Approval:

City of Weslaco Boards and Committees

Prepared by Office of the City Secretary; Updated August 2016

	Member Qualifications										Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	deisgnated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Oridnance						X					5		2yr				Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		reg interval	X	Art IX Sec 280-283	CC
Ambulance Advisory Board											7	4	2yr		min. 3 mths		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*				3/year		Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr						3	2	st3yr	3*	72hr notice		Ch 143	appt by Chief Exec, confirm by CC
Economic Development Corporation	X	X	X					X		X	7	4		2*	monthly		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee											7	3	3yr		2/year		Ord 2015-09	CC
Housing Authority Board					no						5		2yr	2			LGC Sec 392.033	appt by Mayor
Library Board											5		2yr				Art II Sec 78.21-28	CC
Parks & Recreation Advisory Board											7		3yr				Art IV Sec 98	CC
Planning & Zoning Commission		X	X			X	X				7		3yr				Art III Sec 2.98-103	CC
Public Facilities & Transportation Improvements Naming Committee		X	X								7		st3yr				Ord 2011-16	CC
Weslaco Health Facilities Development Corporation											3+		6 yrs				Art 1528j, Vernons TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC

Application for Service

City of Weslaco Boards and Committees

Name of Applicant:	**Telephone Number:**	
E-Mail Address:	**Alternate Phone Number (work/cell):**	
Home Address:		[ ] Inside City Limits [ ] Outside City Limits
City:	**State:**	**Zip Code:**
How many years have you lived at this residence?		**Do you own this house?** [ ] Yes or [ ] No

Preference for consideration, naming committees on which you desire to serve:

1.)

2.)

3.)

List of Civic Involvement and Business Experience:

Have you been bonded or eligible to obtain one? [ ] Yes or [ ] No	**Are you currently suing or being sued by the City of Weslaco or any of its entities?** [ ] Yes or [ ] No
Are you related to any member of the Commission? [ ] Yes or [ ] No	**If so, who and how?**
Have you previously served on a City board? [ ] Yes or [ ] No	**If so, which and when?**
Have you ever been elected to public office? [ ] Yes or [ ] No	**If so, which and when?**
Do you consent to release this info to the public? [ ] Yes or [ ] No	**Are you age 25 or older?** [ ] Yes or [ ] No
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.	**Timestamp of Receipt:**
Applicant's Signature:	

Optional Demographic Information: Self Identification
Gender:
Age:
Race:
Religion:
Citizenship:

RESOLUTION NO. 2014-62

STATE OF TEXAS	§	**RESOLUTION ESTABLISHING A SCREENING, APPOINTMENT, CONFIRMATION AND ATTENDANCE POLICY FOR SERVICE ON CITY OF WESLACO BOARDS, COMMISSIONS, AUTHORITIES AND COMMITTEES**
COUNTY OF HIDALGO	§	
CITY OF WESLACO	§	

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called "Boards") that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called "Commission") also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City's diversity, affirmative action, nepotism, ethics policies; the Board's mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption.

The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission's Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

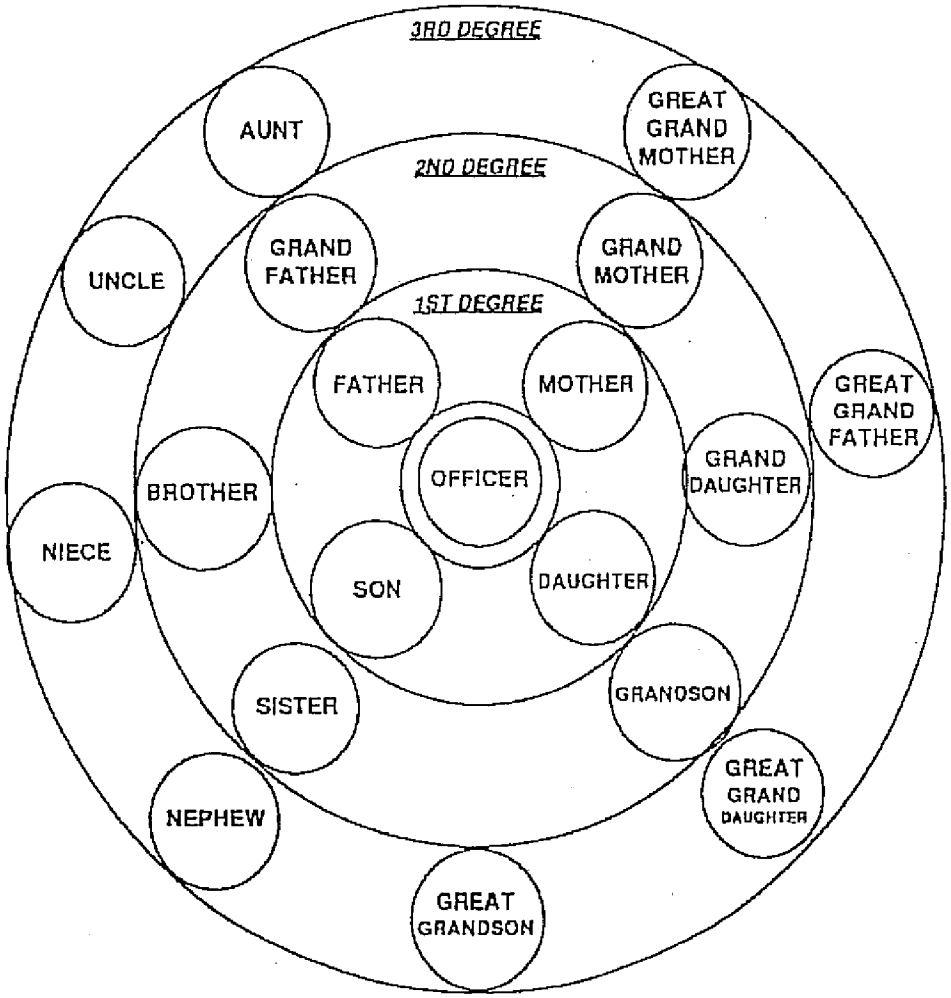
WCC 12/2/14

Rebekah de la Fuente, **INTERIM CITY SECRETARY**

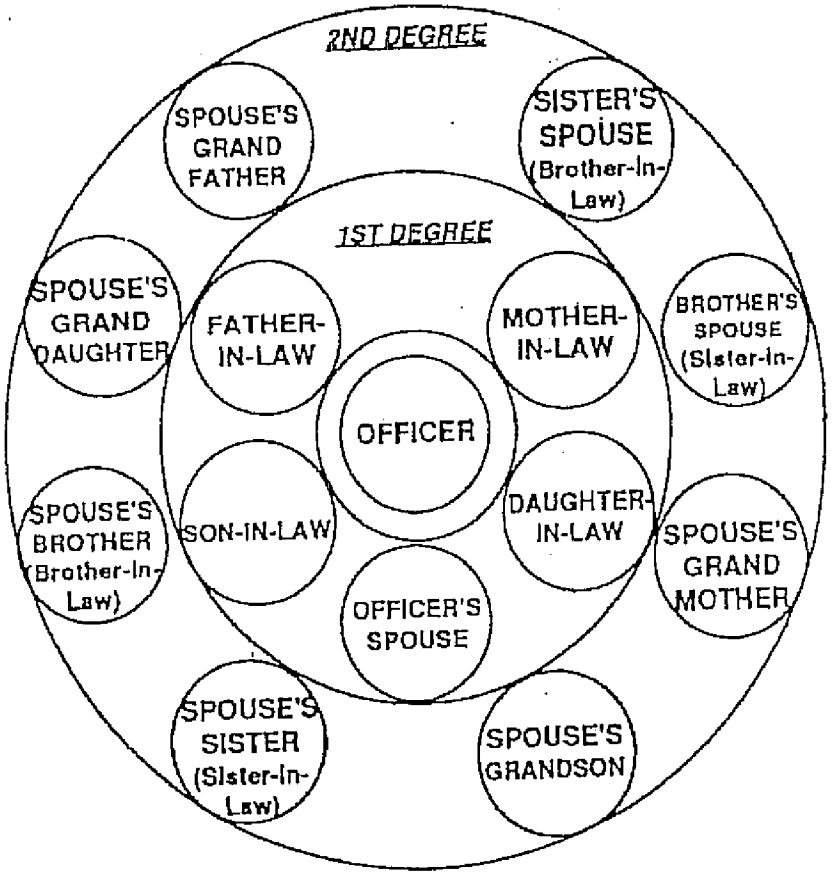
APPROVED AS TO FORM:

Frank Garza, **INTERIM CITY ATTORNEY**

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

Board of Adjustments & Appeals-Building Codes

FIRST NAME	LAST NAME	TERM START	TERM EXPIRES
Clemente	Del Campo	4/5/2005	4/16/2018
Mike	Hinojosa	2/3/1977	4/16/2018
Ramiro	Flores	5/7/1985	4/16/2018
Irma	Valerio-Salinas	3/15/2005	4/16/2018
Pablo	Pena Jr.	2/1/1994	4/16/2018
Noe	Villarreal	2/19/2002	4/16/2018
*George	Vela	4/15/2014	4/16/2018

As of 42814 by mv

*George Vela replaced Pete Lerma

CENTRAL PLUMBING AND ELECTRIC SUPPLY CO.

Division of CENCO CORPORATION

CENTRAL PLUMBING & ELECTRIC SUPPLY CO.

THE BOLD LOOK OF KOHLER®

March 19, 2018

Weslaco City Commission
255 S. Kansas Ave
Weslaco, TX 78596

I Pablo G. Pena Jr. would like to continue my tenure with the Board of Adjustments & Appeals Building Permits.

Thank You,

Pablo G. Pena Jr.

625 South Airport Drive
Weslaco, TX 78596-6696
956-968-8525

700 North 23rd Street
McAllen, TX 78501
956-631-1124

315 South West Street
Harlingen, TX 78550
956-423-6387

3805 International Blvd.
Brownsville, TX 78520
956-544-4103

706 W. Ferguson Ave.
Pharr, TX 78577
956-782-0080

Adelaida Vega

From: Joe Pedraza
Sent: Friday, May 11, 2018 2:57 PM
To: Adelaida Vega
Subject: Board

All BOA to Building Codes board members advised us verbally that they wish to continue serving

Thanks

Joe Pedraza, R.S.
Health Official
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596-6158
Phone: (956) 447-3401
Fax: (956) 973-3128
jpedraza@weslacotx.gov

***Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system. ***

RESOLUTION NO. 2018- 37

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____is appointed to serve an expired term on the Board of Adjustments & Appeals-Building Codes and the term will expire on _____day of _____, 20____.

PASSED AND APPROVED on this 15th day of May, 2018.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2018- 38

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____is appointed to serve an expired term on the Board of Adjustments & Appeals-Building Codes and the term will expire on _____day of _____, 20____.

PASSED AND APPROVED on this 15th day of May, 2018.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2018- 39

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____is appointed to serve an expired term on the Board of Adjustments & Appeals-Building Codes and the term will expire on _____day of _____, 20____.

PASSED AND APPROVED on this 15th day of May, 2018.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2018- 40

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____is appointed to serve an expired term on the Board of Adjustments & Appeals-Building Codes and the term will expire on _____day of _____, 20____.

PASSED AND APPROVED on this 15th day of May, 2018.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2018- 41

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____is appointed to serve an expired term on the Board of Adjustments & Appeals-Building Codes and the term will expire on _____day of _____, 20____.

PASSED AND APPROVED on this 15th day of May, 2018.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2018-42

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____is appointed to serve an expired term on the Board of Adjustments & Appeals-Building Codes and the term will expire on _____day of _____, 20____.

PASSED AND APPROVED on this 15th day of May, 2018.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2018-43

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____is appointed to serve an expired term on the Board of Adjustments & Appeals-Building Codes and the term will expire on _____day of _____, 20____.

PASSED AND APPROVED on this 15th day of May, 2018.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1697

From:
Mardoqueo Hinojosa

Subject:
Discussion and consideration after public hearing on behalf of Adriana I. Garza to approve Ordinance 2018-14 rezoning 1320 Dolores Huerta Ave. also being lot 1, Saltillo Plaza Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to B-1 Neighborhood Business District. First reading of Ordinance 2018-14. Possible Action. (Staffed by Planning and Code Enforcement Department.)

Background:
The applicant is requesting to rezone property from R-1 One Family Dwelling to B-1 Neighborhood Business District. Four (4) property owners within 200 feet of the applicant's property were notified by letter on April 20, 2018. Property is located just behind highway district.

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

Amount:	Term of Impact:	Identified in Current Budget:

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

If item previously considered, provide date and action by Commission:
Applicants has recently been approved for plat on this property.

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 April 16, 2018.

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
Planning and Zoning recommended approval on May 2, 2018.

Kayla Arevalo	Created/Initiated
Mardoqueo Hinojosa	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

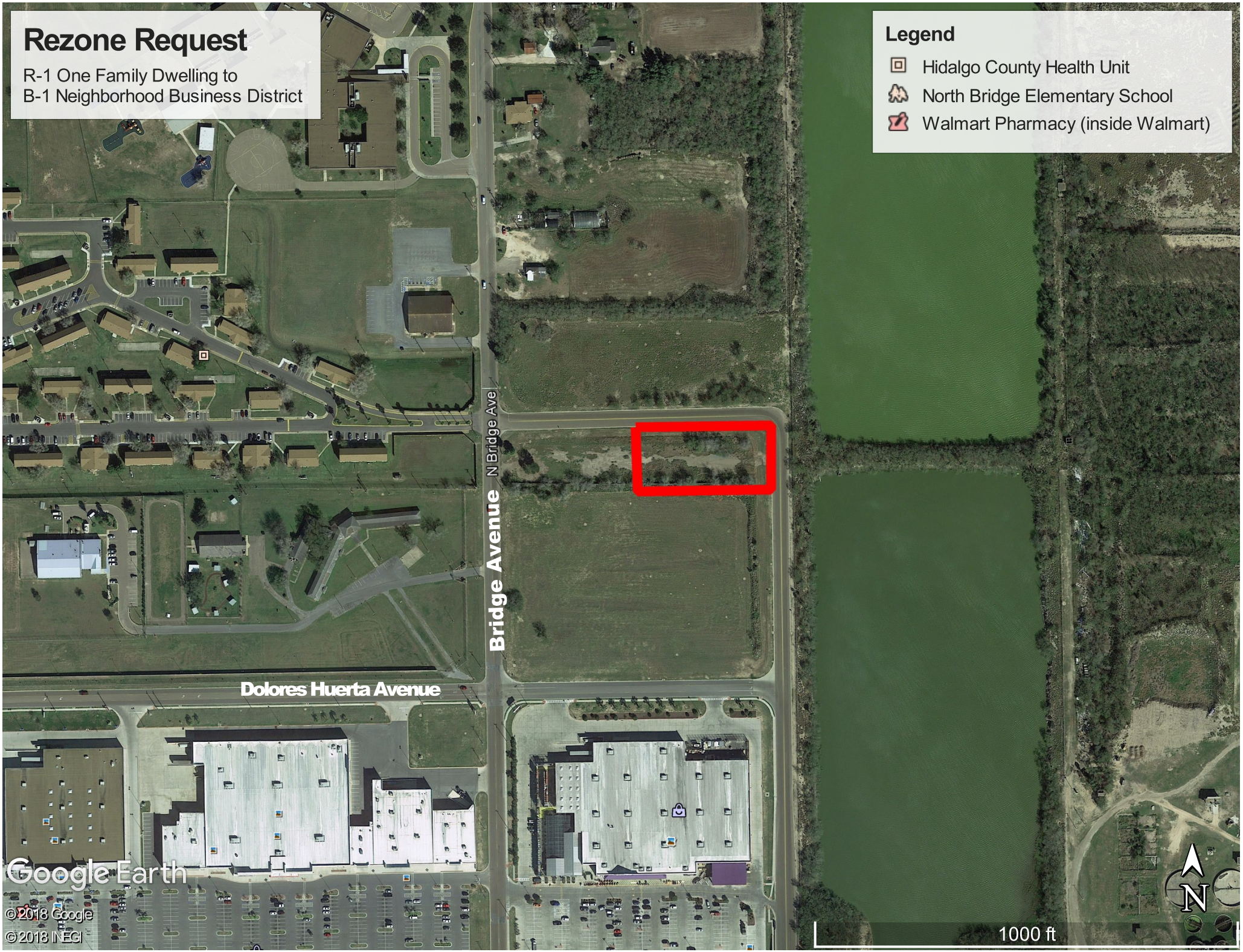
Staff Recommendation:
Staff recommends approval.

Attachments, if any:
1320 Dolores Huerta Aerial, Delores Huerta Aerial (Resized), 1320 DOLORES HUERTA, O2018-14 rezone 1320 Dolores Huerta

Responsibilities upon Approval:
Staff will notify applicant.

Rezone Request

R-1 One Family Dwelling to
B-1 Neighborhood Business District



APPLICATION FOR REZONING

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

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

FILE NO. RZ18-00005

RECEIVED

APR 04 2018

Planning & Code Enforcement Dept.

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 1 Block

Subdivision Name Saltillo Plaza

Street Address 1320 Dolores Huerta Ave

Existing Zoning vacant Existing Land Use R-1

Proposed Zoning Adult daycare Proposed Land Use B-1

_____ $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 "The Intent of Zoning Application Instructions".

APPLICANT

Name Adriana I. Garza Phone (956) 929-2605

Address #10708 N. 26th St. Fax: (956) 447-9810

City McAllen State TX Zip Code 78504 E-Mail: elreinoadc@hotmail.com

OWNER

Name Adriana I. Garza Phone (956) 929-2605

Address #10708 N. 26th St. Fax: (956) 447-9810

City McAllen State TX Zip Code 78504 E-Mail: elreinoadc@hotmail.com

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

Signature _____ Date 4/3/18
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

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

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid_____

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

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

City Commission Notice of Public Hearing Published — Date _____

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

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

Ordinance No._____

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

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

April 20, 2018

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, May 2, 2018 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, May 15, 2018 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

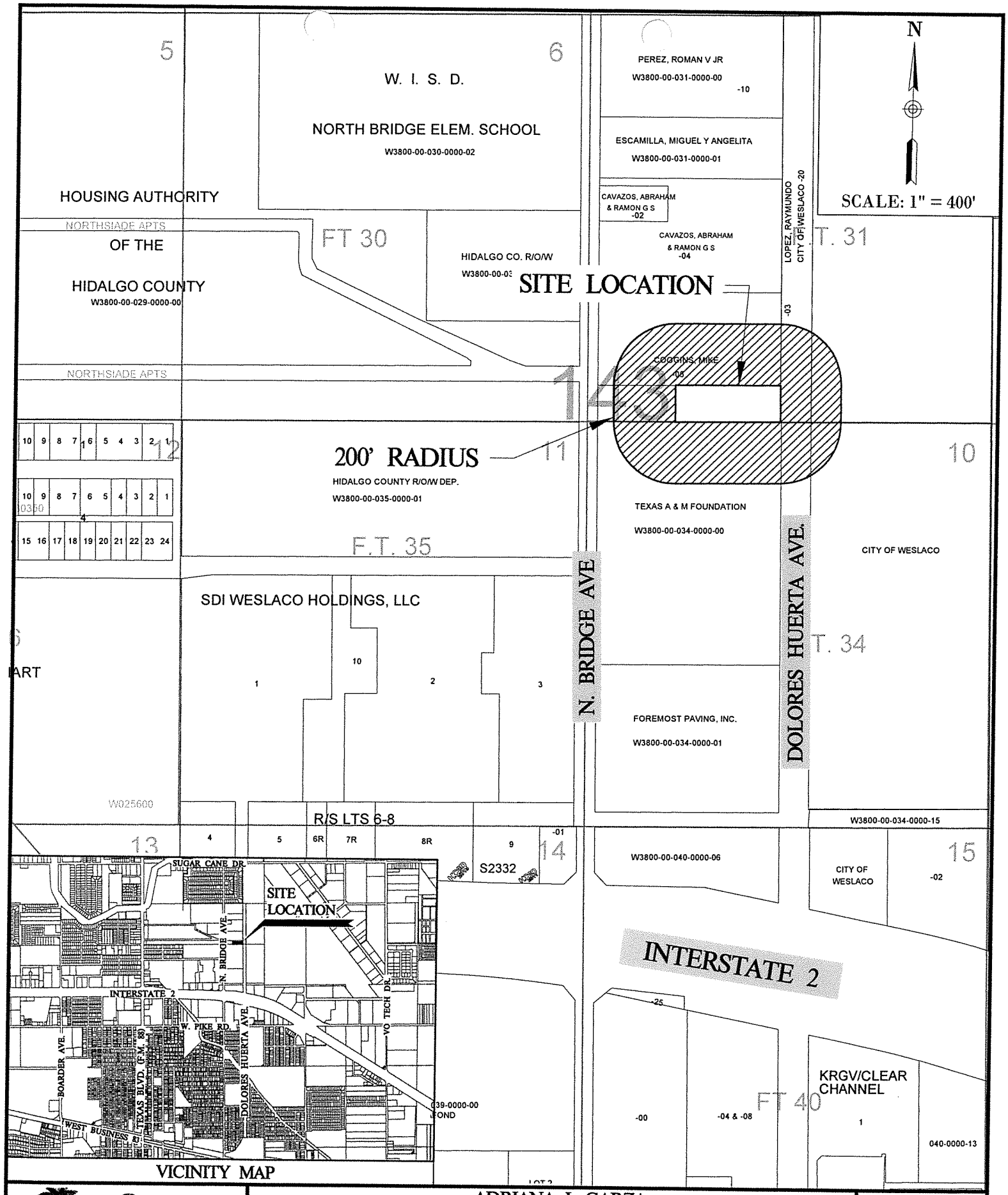
Adriana I. Garza is requesting to rezone 1320 Dolores Huerta Avenue also being Lot 1, Saltillo Plaza Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to B-1 Neighborhood Business District.

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

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

Sincerely,

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



City of Weslaco

ADRIANA I. GARZA
SALTILLO PLAZA SUBDIVISION, LOT 1
WEST TRACT E347.24'-W629.50'-S118.93'
FT 31 0.95 AC GR 0.88 AC NET
EXIST. R-1 PROP. ZONING: B-1

CITY ON THE GROW
CITY OF WESLACO

City of Weslaco Code Enforcement Dept.

APR 10, 2018

LOPEZ RAYMUNDO 21906 URESTI ST EDINBURG TX 78542-1699	W3800-00-031-0000-03 WEST TRACT 0.703-W CENTER BLK FT 31 N115'-S767'-W252' 2004 N BRIDGE AVE	L: 75084 B: 0
TEXAS REGIONAL BANK PO BOX 5555 MCALLEN TX 78502-5555	W3800-00-031-0000-05 WEST TRACT W650.3'-S422.39' FT 3 1 EXC W282.26'-S118.93' EXC N80' 1800 N BRIDGE AVE	L: 239173 B: 0
LOWE'S HOME CENTERS INC 1000 LOWES BLVD MOORESVILLE NC 28117	W3800-00-034-0000-00 WEST TRACT N791'-W629' OF FT 34 11.42AC GR 10.88AC NET 1402	L: 2065800 B: 0
SALAS EDNA PO BOX 146 WESLACO TX 78599	W3800-00-031-0000-07 WEST TRACT E257.26'-W282.26'-S11 8.93' FT 31 0.70AC NET 1700 N BRIDGE AVE	L: 75084 B: 0

ORDINANCE NO. 2018-14

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1320 DOLORES HUERTA AVENUE ALSO BEING LOT 1 SALTILLO PLAZA SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING TO B-1 NEIGHBORHOOD BUSINESS DISTRICT.

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

SECTION I: R-1 One Family Dwelling District to B-1 Neighborhood Business District being Lot 1, Saltillo Plaza Subdivision, also being 1320 Dolores Huerta Avenue, 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 15th day of May, 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this _____ day of _____, 2018.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1698

From:
Mardoqueo Hinojosa

Subject:
Discussion and consideration after public hearing on behalf of Ron Adkins to approve Ordinance 2018-15 rezoning 621 S. Missouri Avenue also being Lot 3, Block 50, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to R-2 Duplex and Apartments District. First reading of Ordinance 2018-15. Possible Action. (Staffed by Planning and Code Enforcement Department.)

Background:
The applicant is requesting to rezone property from R-1 One Family Dwelling to R-2 Duplex and Apartments District. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on April 20, 2018. Property has previously been used for apartments, but has not been rezoned. The structure's set-up is for duplex use.

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

Amount:	Term of Impact:	Identified in Current Budget:

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

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

If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:
Notice of the application and the Public Hearing for the Planning and Zoning Commission appeared in The Monitor on April 16, 2018.

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
Planning and Zoning recommended approval on May 2, 2018.

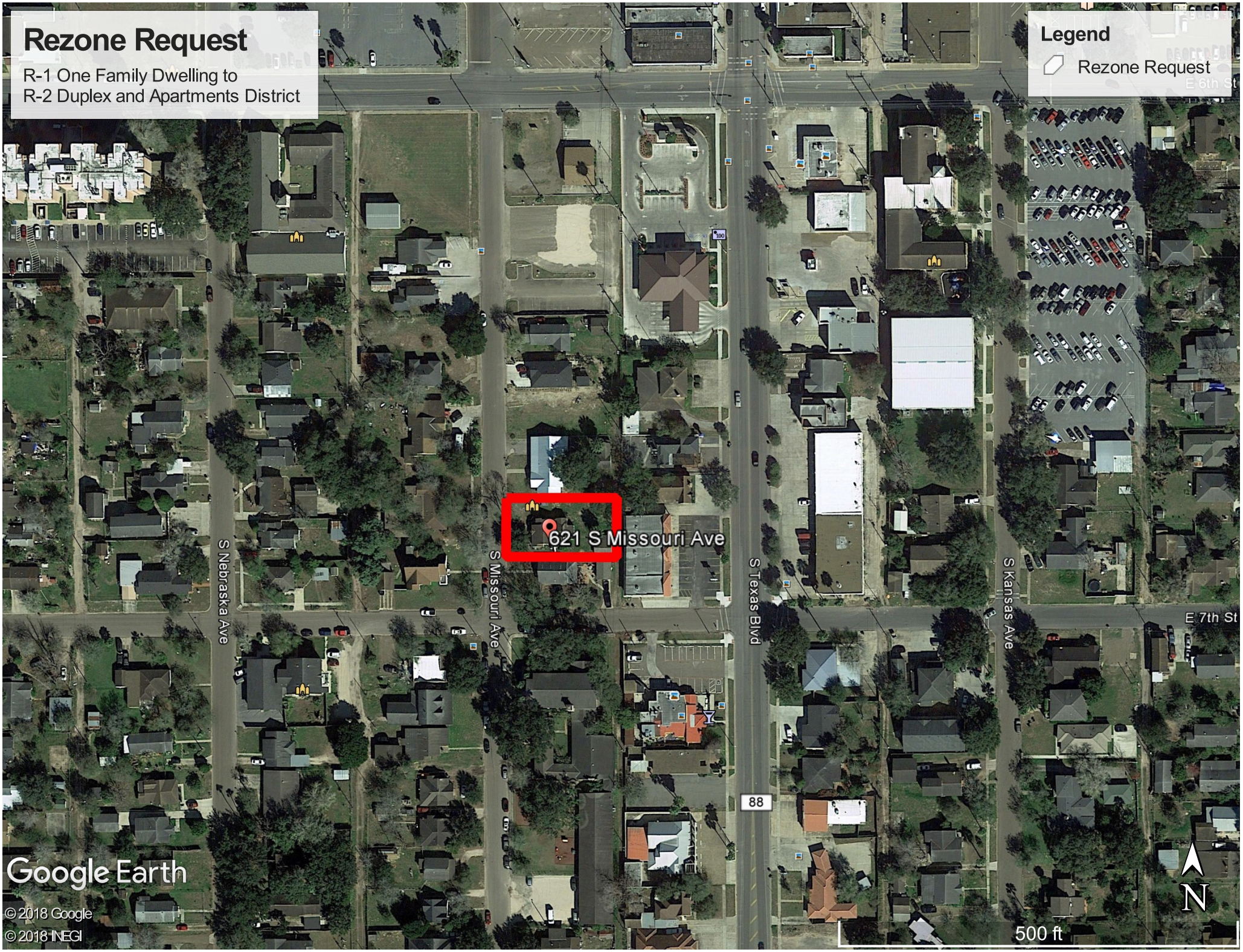
Kayla Arevalo	Created/Initiated
Mardoqueo Hinojosa	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval based on previous use and adjacent area designations.

Attachments, if any:
621 S. Missouri Aerial, 621 S. Missouri Aerial (Resized), 621 S MISSOURI attachments, O2018-15 rezone 621 S Missouri

Responsibilities upon Approval:
Staff will notify applicant.


Rezone Request
R-1 One Family Dwelling to
R-2 Duplex and Apartments District
Legend
Rezone Request
E 6th St
621 S Missouri Ave
S Nebraska Ave
S Missouri Ave
S Texas Blvd
S Kansas Ave
E 7th St
88
Google Earth
© 2018 Google
© 2018 INEGI
N
500 ft

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

April 20, 2018

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, May 2, 2018 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, May 15, 2018 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

Ron Adkins is requesting to rezone 621 S Missouri Avenue also being Lot 3 & S 25' Lot 4 S 54.7', Lot 13 Block 50, 50A Canal, Weslaco Original Townsite Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling to R-2 Duplex and Apartments District.

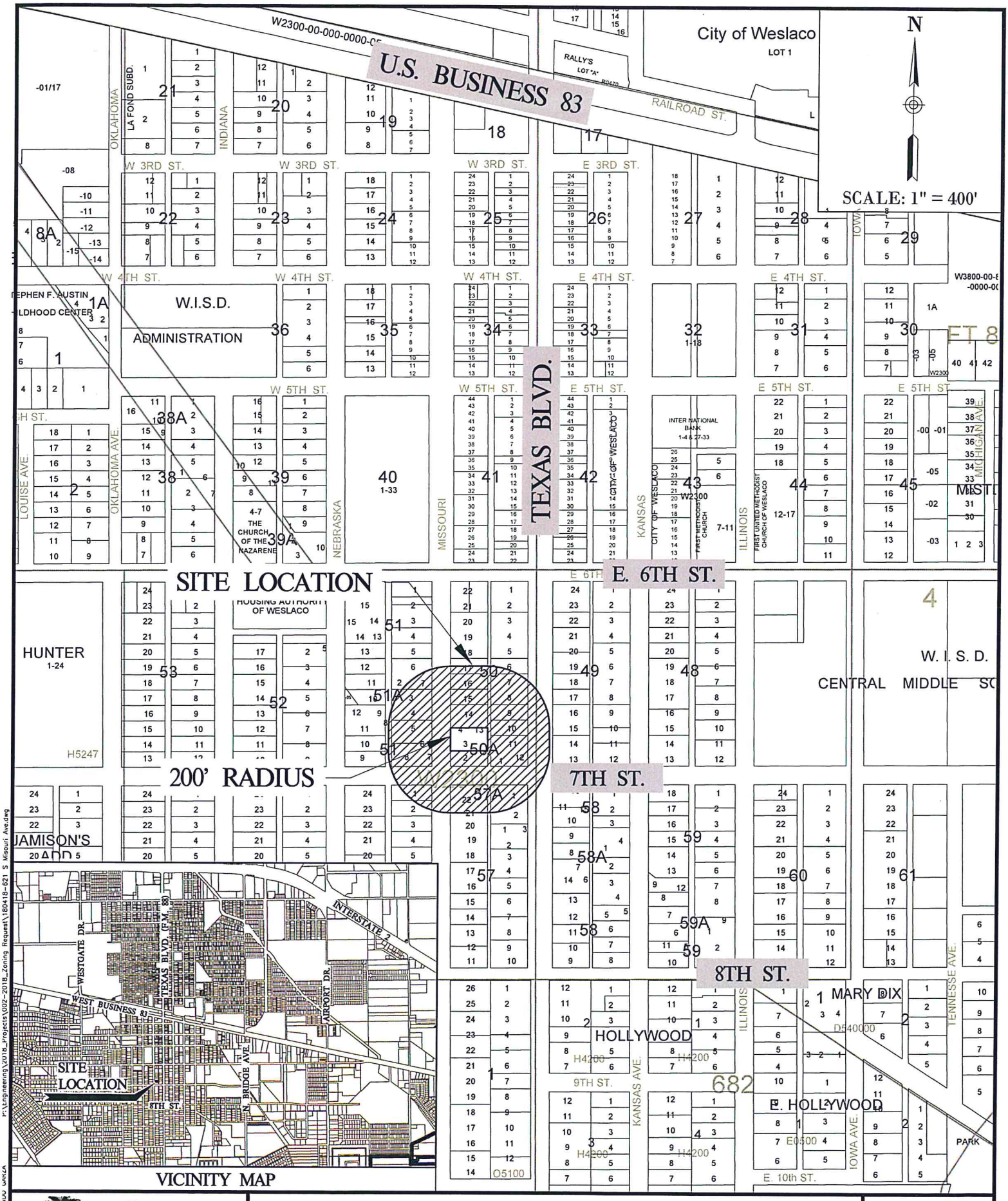
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

Sincerely,

, PE

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



City of Weslaco

RON ADKINS
WESLACO ORIGINAL TOWNSITE
LOT 3, & S 25' -4, S 54.7-13 BLK 50, 50A CANAL
EXIST. R-1 PROP. ZONING: R-2

CITY ON THE GROW
CITY OF WESLACO

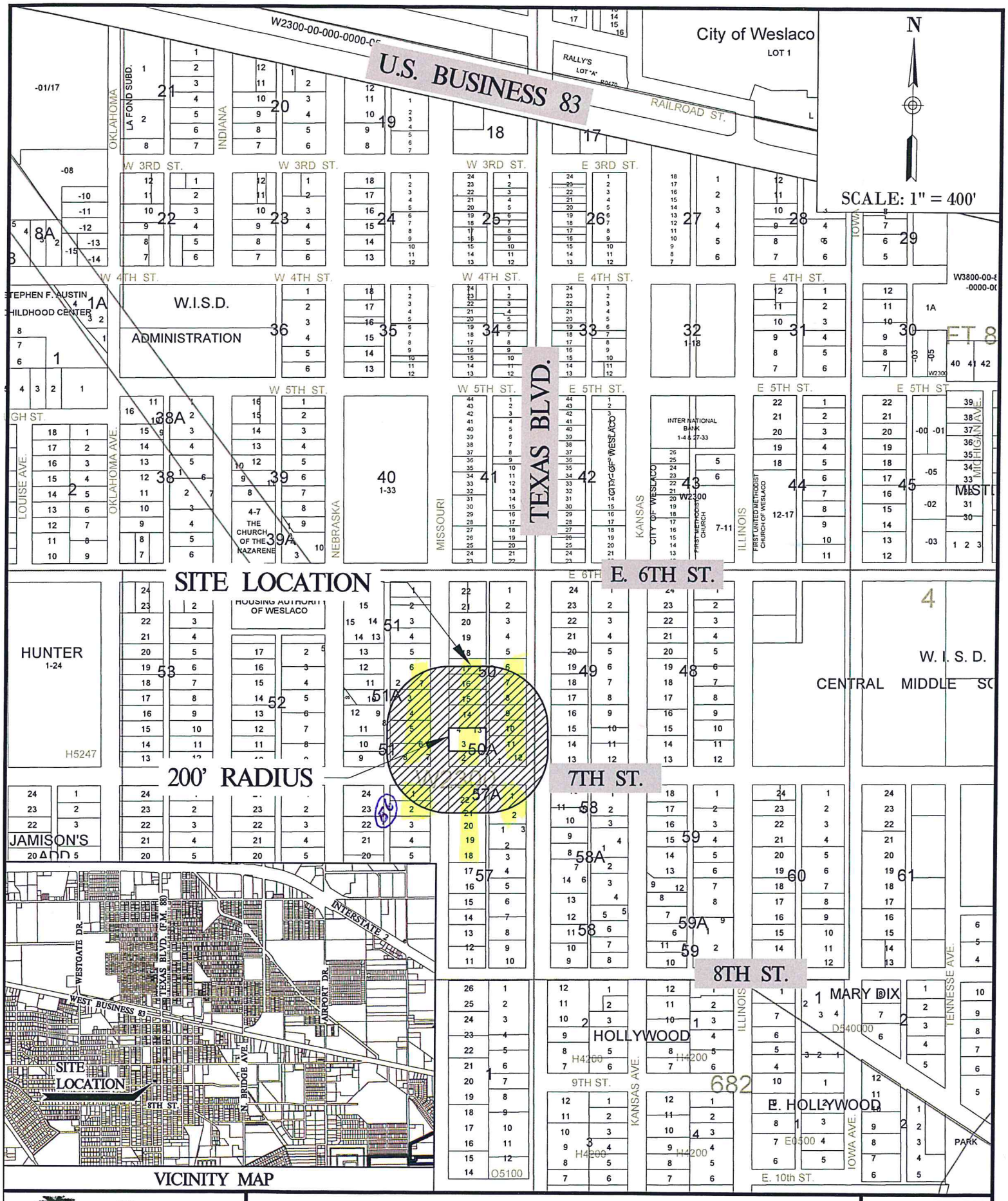
City of Weslaco Code Enforcement Dept.

APR 18, 2018

IBC BANK INTERNATIONAL BANK OF PO BOX 579 MCALLEN TX 78505	W2300-00-050-0006-00 WESLACO ORIGINAL TOWNSITE BLK 50 LT 6 610 S TEXAS BLVD	L: B:	39600 0
TALBERT RICHARD S 612 S TEXAS BLVD WESLACO TX 78596	W2300-00-050-0007-00 WESLACO ORIGINAL TOWNSITE BLK 50 LTS 7 8 612 S TEXAS BLVD	L: B:	72000 114031
HOUSTON AMY 209 ORCHARD LN WESLACO TX 78596	W2300-00-050-0009-00 WESLACO ORIGINAL TOWNSITE BLK 50 LT 9 614 S TEXAS BLVD	L: B:	39600 21966
OLIVE KEY INVESTMENTS LLC 720 S NEBRASKA AVE WESLACO TX 78596	W2300-00-050-0010-00 WESLACO ORIGINAL TOWNSITE BLK 50 LT 10 618 S TEXAS BLVD	L: B:	39600 32119
OLIVE KEY INVESTMENTS LLC 720 S NEBRASKA AVE WESLACO TX 78596	W2300-00-050-0011-00 WESLACO ORIGINAL TOWNSITE LOTS 1 1 & 12 BLK 50 & ALL LOT 1 BLK 50 620 S TEXAS BLVD	L: B:	72000 246465
CASTRO DANIEL CYNTHIA ANN C CAMARGO 623 S MISSOURI AVE WESLACO TX 78596	W2300-00-050-0011-01 WESLACO ORIGINAL TOWNSITE BLK 50 A-CANAL LT 2-CANAL 623 S MISSOURI AVE	L: B:	20100 17329
JOHNSTON SHERYL D 1512 COUNTY ROAD 995 ASHLAND OH 44805	W2300-00-050-0013-00 WESLACO ORIGINAL TOWNSITE LOT 3 & S 25' -4 S 54.7-13 BLK 50 5 621 S MISSOURI AVE	L: B:	30150 23096
HOVDA HANS O & CONSTANCE W 1310 S TEXAS BLVD WESLACO TX 78596	W2300-00-050-0013-01 WESLACO ORIGINAL TOWNSITE N 25-4 ALL-5 N 25'-13 ALL-14 BLK 50 619 S MISSOURI AVE	L: B:	30150 76951
RODRIGUEZ ELVIRA B 534 LINARES WESLACO TX 78596	W2300-00-050-0015-00 WESLACO ORIGINAL TOWNSITE BLK 50 LT 15 615 S MISSOURI AVE	L: B:	20100 0
CASTELLANOS LESLEY A 534 LINARES WESLACO TX 78596-5782	W2300-00-050-0016-00 WESLACO ORIGINAL TOWNSITE BLK 50 LT 16 613 S MISSOURI AVE	L: B:	20100 46967
GRACIA ELVIA N & EDNA ZAMORA PO BOX 384 WESLACO TX 78599	W2300-00-050-0017-00 WESLACO ORIGINAL TOWNSITE BLK 50 LT 17 611 S MISSOURI AVE	L: B:	20100 18497
SIMMONS JAMES C JR & LORI G 612 S MISSOURI WESLACO TX 78596	W2300-00-051-0006-00 WESLACO ORIGINAL TOWNSITE LT 6 N 55.9 OF 7 1-2 CANAL BLK 51 51A 612 S MISSOURI AVE	L: B:	63050 31897

APR 18, 2018

PEREZ, JOSE S & CRISTINA 614 S MISSOURI AVE WESLACO TX 78596-6940	W2300-00-051-0007-00 WESLACO ORIGINAL TOWNSITE S36.7' LOT 7 BLK 51; LOTS 3 & 4 BLK 51 614 S MISSOURI AVE	L: B:	21775 33776
TODD RAYMOND L & LYNDA L 729 W 8TH ST WESLACO TX 78596	W2300-00-051-0008-00 WESLACO ORIGINAL TOWNSITE N 47.3 -8 5 & N 25'-6-CANAL BLK 51 51A 620 S MISSOURI AVE	L: B:	32663 58005
HOLLEY STEVE N & THELMA 622 S MISSOURI AVE WESLACO TX 78596	W2300-00-051-0008-01 WESLACO ORIGINAL TOWNSITE S 25-6 ALL-7 S 75'-8 BLK 51 51A CAN 622 S MISSOURI AVE	L: B:	32663 54311
HERNANDEZ JUAN R 700 S MISSOURI AVE WESLACO TX 78596	W2300-00-056-0001-00 WESLACO ORIGINAL TOWNSITE BLK 56 LT 1 700 S MISSOURI AVE	L: B:	21775 27004
RODRIGUEZ, ISAAC D & ROSALINDA 225 S TEXAS BLVD WESLACO TX 78596-610	W2300-00-056-0002-00 WESLACO ORIGINAL TOWNSITE LOT BLK 56 706 S MISSOURI AVE	L: B:	11375 24008
CARDOZA SILVIO H & ANGELICA 2710 N WESTGATE DR WESLACO TX 78599	W2300-00-056-0002-01 WESLACO ORIGINAL TOWNSITE - LOT 2 BLK 56 704 S MISSOURI AVE	L: B:	21775 45344
BH GROUP LIMITED LIABILITY 2414 E GRIFFIN PKWY MISSION TX 78572	W2300-00-057-0000-00 WESLACO ORIGINAL TOWNSITE N45' L OT 1 BLK 57 & ALL LOTS 1 & 2 BLK 702 S TEXAS BLVD	L: B:	91296 122012
TRUSTEES OF THE DIOCESES OF 701 S MISSOURI WESLACO TX 78596	W2300-00-057-0018-00 WESLACO ORIGINAL TOWNSITE LOTS 1 8-22 BLK 57 & LOT 4 BLK 57A	L: B:	140940 225985



City of Weslaco

RON ADKINS
WESLACO ORIGINAL TOWNSITE
LOT 3, & S 25' -4, S 54.7-13 BLK 50, 50A CANAL
EXIST. R-1 PROP. ZONING: R-2

CITY ON THE GROW
CITY OF WESLACO

ORDINANCE NO. 2018-15

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 621 S MISSOURI AVENUE ALSO BEING LOT 3, BLOCK 50, WESLACO ORGINIAL TOWNSITE SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE FAMILY DWELLING TO R-2 DUPLEX AND APARTMENTS DISTRICT.

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

SECTION I: R-1 One Family Dwelling District to R-2 Duplex and Apartments District being Lot 3, Block 50, Weslaco Original Townsite Subdivision, also being 621 S Missouri Avenue, 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 15th day of May, 2018.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this _____ day of _____, 2018.

CITY OF WESLACO

_____
David Suarez, **MAYOR**

ATTEST:

_____
Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, **CITY ATTORNEY**

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1694

From:
Mardoqueo Hinojosa

Subject:
Discussion and consideration to approve the Final Plat for Maria Bonita Subdivision – being a 2.8 acre tract out of Lots 9, 10, 11 and 12, Bonita Homes Subdivision, Hidalgo County, Texas located south of 20th Street, approximately 910 feet east of Mile 4 ½ West Road. Possible Action. (Staffed by Planning and Code Enforcement.)

Background:
The proposed thirty (30) lot subdivision is inside the City of Weslaco city limits. This subdivision is being serviced with water by City of Weslaco through a 6" waterline and sewer services through an 8" sewer line. The property is within Flood Zone "B". The proposed Subdivision intent is to use these lots for townhouses. Note has been added for all lots to be connected with exception of easements.

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)**:**
Planning and Zoning recommended approval on May 2, 2018.

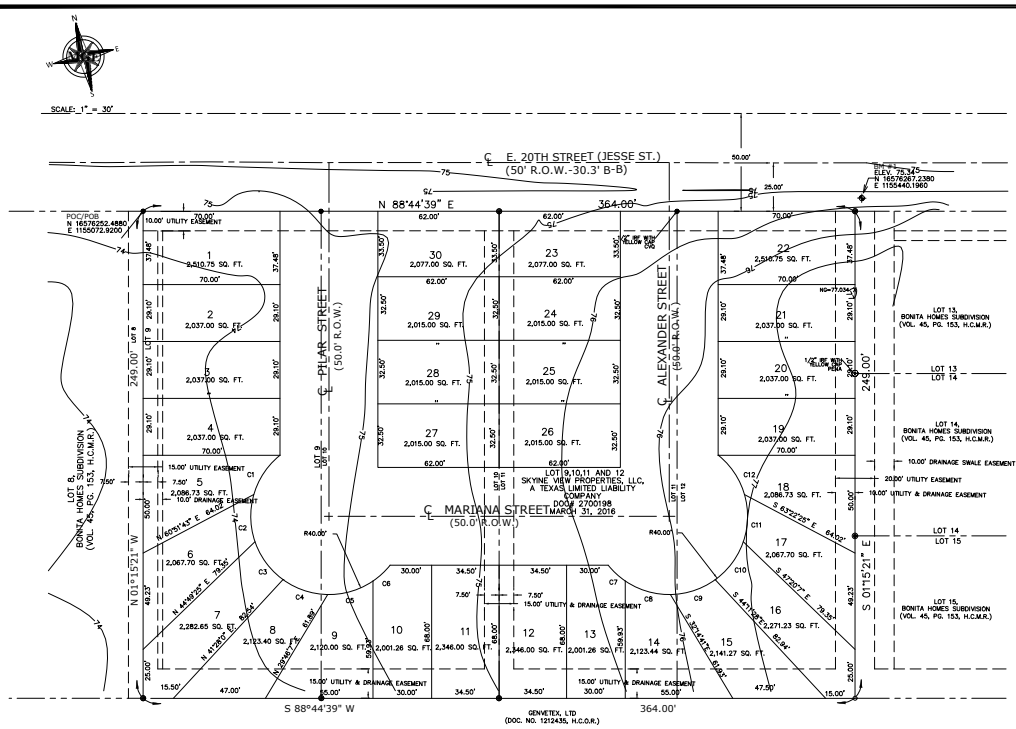
Kayla Arevalo	Created/Initiated
Mardoqueo Hinojosa	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Maria Bonita Subdivision, Maria Bonita Subdivision (Resized), MARIA BONITA TOWNHOUSE SUBDIVISION, Maria Bonita Townhome Samples

Responsibilities upon Approval:
Staff will notify applicant.



SUBDIVISION PLAT OF:

MARIA BONITA SUBDIVISION

A 2.08 ACRE TRACT OUT OF LOTS 9, 10, 11 AND 12, BONITA HOMES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 45, PAGE 153, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

FILED RECORDED IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON: AT AM/PM

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

BY: _____ DEPUTY CLERK.

LEGEND

- ● ½" IRON ROD FOUND NO CAP
- ⊙ ½" IRON ROD FOUND WITH CAP "CVQ"
- ● ½" IRON ROD FOUND WITH CAP "PENA"

CURVE DATA

CURVE	LENGTH	RADIUS	CHORD BEARING	CH. LENGTH
C1	24.51'	40.0'	N32°30'26"E	24.13'
C2	24.51'	40.0'	N02°36'07"W	24.13'
C3	24.51'	40.0'	N37°42'41"W	24.13'
C4	24.51'	40.0'	N72°49'14"W	24.13'
C5	24.51'	40.0'	S72°04'14"W	24.13'
C6	11.93'	40.0'	S45°58'15"W	11.89'
C7	11.93'	40.0'	S48°28'57"E	11.89'
C8	24.51'	40.0'	S74°34'54"E	24.13'
C9	24.51'	40.0'	S70°18'33"E	24.13'
C10	24.51'	40.0'	N35°11'59"E	24.13'
C11	24.51'	40.0'	N00°05'25"E	24.13'
C12	24.51'	40.0'	N35°01'08"W	24.13'

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

I (WE), SKYLINE VIEW PROPERTIES, LLC AS OWNERS OF THE 2.08 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MARIA BONITA SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

SKYLINE VIEW PROPERTIES, LLC
2807 SANTA ERICA ST.
MISSION, TEXAS 78572

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS__ DAY OF_____ , 2018.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

DRAINAGE DISTRICT CERTIFICATION

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

STATE OF TEXAS – CITY OF WESLACO
PLAT APPROVAL CERTIFICATION

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

_____ _____ _____ _____
CITY MAYOR DATE ATTEST: CITY SECRETARY DATE

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

_____ _____
PLANNING AND ZONING COMMISSION CHAIRMAN DATE

SURVEYOR CERTIFICATE

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

_____ _____
KURT SCHUMACHER, DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 6333

ENGINEER CERTIFICATE

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

_____ _____
MARIANO GARCIA, P.E. DATE:
REG. PROFESSIONAL ENGINEER NO. 90956

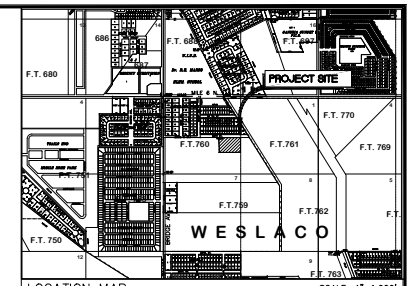
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 CERTIFICATION

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

DATED THIS _____ DAY OF _____ 20___.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCD #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCD #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITH IN THIS SUBDIVISION. AS WELL, HCCD #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITH IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.
4. 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.

_____
GENERAL MANAGER
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9



LOCATION MAP SCALE: 1"=1,000'

PREPARED BY M GARCIA ENGINEERING, LLC
400 NOLANA, STE. H2
MCALLEN, TEXAS 78504
DATE PREPARED: FEBRUARY 16, 2018
DATE SURVEYED: FEBRUARY, 2018 PROJECT NO 17-295

PLAT OF
MARIA BONITA SUBDIVISION
A 2.08 ACRE TRACT OUT OF LOTS 9, 10, 11 AND 12, BONITA HOMES SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 45, PAGE 153, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

BEING A 2.081 ACRE TRACT OF LAND, SITUATED IN THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, AND BEING ALL OF LOT 9, LOT 10, LOT 11 AND LOT 12, BONITA HOMES SUBDIVISION, AS RECORDED IN VOLUME 45, PAGE 153, OF THE MAP RECORDS, HIDALGO COUNTY, TEXAS, CONVEYED BY WARRANTY DEED, DATED MARCH 31, 2016, TO SKYLINE VIEW PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS DESCRIBED IN DOCUMENT NUMBER 2700198, OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAID 2.081 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½ IRON PIN WITH YELLOW PLASTIC CAP STAMPED CVQ FOUND IN THE SOUTH LINE OF 20TH STREET (50' R.O.W.), FOR NORTHWEST CORNER OF SAID LOT 9, AND FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE WITH THE SOUTH LINE OF 20TH STREET AND THE NORTH LINE OF SAID LOT 9, LOT 10, LOT 11, AND LOT 12, N 88°44'39 E, A DISTANCE OF 364.00 FEET TO A ½ IRON PIN FOUND FOR THE NORTHWEST CORNER OF LOT 13, SAID BONITA HOMES SUBDIVISION, FOR THE NORTHEAST CORNER OF SAID LOT 12, AND FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE DEPARTING 20TH STREET AND WITH THE WEST LINE OF LOT 13, LOT 14, AND LOT 15, SAID BONITA HOMES SUBDIVISION, AND BEING THE EAST LINE OF SAID LOT 12, S 01°15'21 E A DISTANCE OF 249.00 FEET TO A 5/8 IRON PIN WITH PLASTIC CAP STAMPED ROWSS PROP COR, SET FOR THE SOUTHWEST CORNER OF SAID LOT 15, FOR THE SOUTHEAST CORNER OF SAID LOT 12, AND FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE WITH THE SOUTH LINE OF SAID LOT 12, LOT 11, LOT 10, AND LOT 9, S 88°44'39" W A DISTANCE OF 364.00 FEET TO A 1/2 IRON PIN FOUND, FOR THE SOUTHEAST CORNER OF LOT 8, SAID BONITA HOMES SUBDIVISION, FOR THE SOUTHWEST CORNER OF SAID LOT 9, AND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE WITH THE EAST LINE OF SAID LOT 8, BEING THE WEST LINE OF SAID LOT 9, N 01°15'21" W, A DISTANCE OF 249.00 FEET TO THE POINT OF BEGINNING AND BEING A 2.081 ACRE TRACT OF LAND.

BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD83 (NA2011).

GENERAL PLAT NOTES & RESTRICTIONS

1. THIS TRACT LIES IN FLOOD ZONE "B", "AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND THE 500 YEAR FLOOD, OR CERTAIN AREAS SUBJECT TO THE 100-YEAR FLOODING WITH AVERAGE DEPTHS OF LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREAS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD", AS PER THE FLOOD INSURANCE RATE MAP WITH
   COMMUNITY PANEL NO. 480349 0005B
   EFFECTIVE DATE OF MARCH 4, 1980

   AND COMMUNITY PANEL NO. 480334 0525B
   EFFECTIVE DATE OF JANUARY 2, 1981
2. SETBACKS:
   FRONT: 10.00 (OR TO EASEMENT, WHICHEVER IS GREATER)
   REAR: 0.00 (OR TO EASEMENT, WHICHEVER IS GREATER)
   SIDE: 0.00 (OR TO EASEMENT, WHICHEVER IS GREATER)
   ALL LOTS MUST BE CONNECTED WITH EXCEPTION OF EASEMENTS
3. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
4. BENCHMARKS (BLM): THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT.
5. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF _____ CUBIC-FEET OR _____ ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE DETAINED BY LINEAR DETENTION ON EXISTING DRAIN DITCH ADJACENT SOUTH OF THIS PROPERTY.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT. GROUND COVER. GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWQP) REQUIREMENTS REQUIRED BY TCEQ.
8. A 5.0 FOOT SIDEWALK WILL BE REQUIRED ALONG 20TH STREET AND ALL INTERIOR STREETS AT THE TIME OF BUILDING PERMIT.
9. THERE ARE NO VISIBLE VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THE SUBDIVISION AT THE TIME OF SURVEY.
10. STREET LIGHTS MUST BE LOCATED EVERY 300 FEET.
11. NO PERMANENT STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENTS.
12. LANDSCAPE IS REQUIRED PER CITY ORDINANCE.
13. CORNER LOT DRIVEWAYS SHALL BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
14. NO ACCESS SHALL BE PERMITTED ON 20TH STREET FOR LOTS 1,22,23,& 30.

PRELIMINARY REVIEW
THIS DOCUMENT HAS BEEN RELEASED FOR PRELIMINARY REVIEW BY MARIANO GARCIA, P.E. No. 90956. THIS DOCUMENT IS FOR REVIEW PURPOSES ONLY.
MARCH - 2018

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE	FAX
OWNER:	MIGUEL KAMEL	2807 SANTA ERICA ST.	MISSION TEXAS 78572		
ENGINEER:	MARIANO GARCIA, P.E.	400 NOLANA SUITE H2	MCALLEN, TEXAS 78504	(956) 687-9421	(956) 687-3211
SURVEYOR:	KURT SCHUMACHER, R.P.L.S.	900 S. STEWART RD. STE B	MISSION, TEXAS 78572	(956) 424-3335	(956) 424-3132

JOB No. 17-295

M GARCIA ENGINEERING LLC
CIVIL ENGINEERING
400 W. Nolana Suite H.2 McAllen, Texas 78504
Bus. 956.687.9421 Fax 956.687.3211
www.mgarciaengineering.com TBPE FIRM REG. No. F-9 8 2 8

SUBDIVISION PLATTING APPLICATION

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

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

FILE NO. SUB18-00005

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: Maria Bonita

Location: South of 20th Street, approx. 910 feet east of Mile 4 1/2 West Road

Legal Description: Lots 9 through 12, Bonita Homes Subdivision, Inst. # 1370823 (HCMR)

Is subdivision inside city limits? ■ YES ☐ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R-2

Existing Land Use: Vacant Proposed Land Use: Townhouse

Number of Lots Proposed: 30 Gross Acreage: 2.08

Title Report Submitted: ☐ YES ■ NO

OWNER INFORMATION

Owner's Name: Miguel Kamel Telephone: (956) 225-9933

Address: 2807 Santa Erica Fax:

City: Mission State: TX Zip: 78572 E-mail: miguelkamel@gmail.com

ENGINEER INFORMATION

Name: M Garcia Engineering, LLC Telephone: (956) 687-9421

Address: 400 Nolana Ste H2 Fax: (956) 687-3211

City: McAllen State: TX Zip: 78504 E-mail: mariano@mgarciaengineering.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

■ YES ☐ NO Water Provision: City of Weslaco

☐ YES ☐ NO Wastewater Provision: City of Weslaco

☐ YES ☐ NO Electric Company: MVEC/AEP

☐ YES ☐ NO Phone Utility_____	☐ YES ☐ NO Gas Utility	☐ YES ☐ NO Cable Utility

Proposed subdivision is in the following districts:

■ YES ☐ NO Drainage District #1	■ YES ☐ NO Irrigation District HCCID#9

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

_____**$350.00** Planning Review fee

_____One 11" X 17" reduced copy of plat

_____Plat Layout

- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements
- _____Contours
- _____Flood Zones
- _____Adjoiners
- _____Existing street names

_____Drainage plans and calculations with engineer's seal

- _____Elevations
- _____Flood directional arrows
- _____Detention areas
- _____Street names

_____Proof of ownership of the property

_____If septic tank system required, submit soil evaluation report

_____Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

_____One 11" X 17" reduced copy of plat

_____Plat Layout

- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements

_____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: MIGUEL KAMEL

Owner Signature: _____ Date: 03-02-2018

_____ is the authorized agent

Authorized Agent Signature: _____ Date: 03/02/18

Authorized Agent Printed Name: Mariano Garcia, P.E.

****

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Fi

City Commission Approval on Fina

Preconstruction Meeting Date: ____

Date Recorded: _____

General Comments: _____

CITY OF WESLACO
956-968-3181

REC#: 02356737 3/02/2018 12:24 PM
OPER: MDTam TERM: 006
REF#:
PAID BY:

TRAN: 235.1000 PROCESSING FEE
MIGUEL KAMEL
SUB 18-00005
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT
MIGUEL KAMEL
SUB 18-00005
01 -400-1025
SUBDIVISION INSPECT 350.00CR

TENDERED: 370.00 CASH
APPLIED: 355.00-

CHANGE: --

SUBDIVISION REVIEW APPLICATION

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

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

FILE NO. SRV18-00005

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

GENERAL INFORMATION

Name of Subdivision: Skyline View Townhouse Subdivison

Location: South of 20th Street, approx. 910 feet east of Mile 4 1/2 West Road

Legal Description: Lots 9 through 12, Bonita Homes Subdivision, Inst. # 1370823 (HCMR)

Is subdivision inside city limits? ■ YES ☐ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R-2

Existing Land Use: Vacant Proposed Land Use: Townhouse

Number of Lots Proposed: 30 Gross Acreage: 2.08

Title Report Submitted: ☐ YES ■ NO

OWNER INFORMATION

Owner's Name: Miguel Kamel Telephone: (956) 225-9933

Address: 2807 Santa Erica St. Fax:

City: Mission State: TX Zip: 78572 E-mail: miguelkamel@gmail.com

ENGINEER INFORMATION

Name: M Garcia Engineering, LLC Telephone: (956) 687-9421

Address: 400 Nolana Ste. H2 Fax: (956) 687-3211

City: McAllen State: TX Zip: 785804 E-mail: mariano@mgarciaengineering.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☐ YES ☐ NO Water Provision: City of Weslaco

☐ YES ☐ NO Wastewater Provision: City of Weslaco

■ YES ☐ NO Electric Company: MVEC/AEP

___YES ___NO Phone Utility_____	☐ YES ☐ NO Gas Utility	☐ YES ☐ NO Cable Utility

Proposed subdivision is in the following districts:

■ YES ☐ NO Drainage District HCDD#1	■ YES ☐ NO Irrigation District HCCID#9

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

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

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

SUBMITTALS REQUIRED FOR SUBDIVISION REVIEW

_____**Seven (7)** sets of preliminary plat **folded and stapled** (24 x 36) and forward a copy in PDF format to **mhinojosa@weslacotx.gov** & **rdelafuente@weslacotx.gov**

_____**$50.00** Subdivision Review fee

_____One 11" X 17" reduced copy of plat

_____Plat Layout

- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements
- _____Contours
- _____Flood Zones
- _____Adjoiners
- _____Existing & Proposed street names

_____Utility Layout

- _____Existing & Proposed Utilities
- _____Proposed Fire Hydrants
- _____Adjoiners
- _____Street names

_____Drainage plans and calculations with engineer's seal

- _____Elevations
- _____Flood directional arrows
- _____Detention areas
- _____Street names

_____Proof of ownership of the property

_____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

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: MIGUEL KAMEL

Owner Signature: _____ Date: 02-19-2018

_____ is the authorized agent

Authorized Agent Signature: _____ Date: 02-19-2018

Authorized Agent Printed Name: Mariano Garcia

****

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

Preliminary Subdivision Review Date: _____

General Comments: _____

_____

CITY OF WESLACO
956-968-3181

REC#: 02352209 2/20/2018 1:18 PM
OPER: KArev TERM: 036
REF#: 175
PAID BY:

TRAN: 235.1000 PROCESSING FEE
6456
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT
6456
01 -400-1025
SUBDIVISION INSPECT 50.00CR

TENDERED: 55.00 CHECK
APPLIED: 55.00-

CHANGE: 0.00

Metes and Bounds Description
for a
2.081 Acre Tract of Land

Being a 2.081 acre tract of land, situated in the City of Weslaco, Hidalgo County, Texas, and being all of Lot 9, Lot 10, Lot 11 and Lot 12, Bonita Homes Subdivision, as recorded in Volume 45, Page 153, of the Map Records, Hidalgo County, Texas, conveyed by Warranty Deed, dated March 31, 2016, to Skyline View Properties, LLC, a Texas Limited Liability Company, as described in Document Number 2700198, of the Official Records, Hidalgo County, Texas, said 2.081 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a ½" iron pin with yellow plastic cap stamped "CVQ" found in the South line of 20th Street (50' R.O.W.), for Northwest corner of said Lot 9, and for the Northwest corner of this herein described tract of land;

Thence with the South line of 20th Street and the North line of said Lot 9, Lot 10, Lot 11, and Lot 12, N 88°44'39" E, a distance of 364.00 feet to a ½" iron pin found for the Northwest corner of Lot 13, said Bonita Homes Subdivision, for the Northeast corner of said Lot 12, and for the Northeast corner of this herein described tract of land;

Thence departing 20th Street and with the West line of Lot 13, Lot 14, and Lot 15, said Bonita Homes Subdivision, and being the East line of said Lot 12, S 01°15'21" E a distance of 249.00 feet to a 5/8" iron pin with plastic cap stamped "ROWSS PROP COR", set for the Southwest corner of said Lot 15, for the Southeast corner of said Lot 12, and for the Southeast corner of this herein described tract of land;

Thence with the South line of said Lot 12, Lot 11, Lot 10, and Lot 9, S 88°44'39" W a distance of 364.00 feet to a 1/2" iron pin found, for the Southeast corner of Lot 8, said Bonita Homes Subdivision, for the Southwest corner of said Lot 9, and for the Southwest corner of this herein described tract of land;

Thence with the East line of said Lot 8, being the West line of said Lot 9, N 01°15'21" W, a distance of 249.00 feet to the **Point of Beginning** and being a 2.081 acre tract of land.

Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011),

Surveyed on the ground February 20, 2018.

2/2-/2018

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333

STATE OF TEXAS
REGISTERED
KURT SCHUMACHER
6333
PROFESSIONAL
LAND SURVEYOR

Doc-2700198

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

Document No: 2700198 **Billable Pages: 2**

Recorded On: April 04, 2016 09:02 AM **Number of Pages: 3**

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

Total Recording: 40.00

*******THIS PAGE IS PART OF THE DOCUMENT*******

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

File Information:
Document No: 2700198
Receipt No: 20160401000466
Recorded On: April 04, 2016 09:02 AM
Deputy Clerk: Amabely Rodriguez
Station: CH-1-CC-K23

Record and Return To:

MCALLEN TX 78504

STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

Charge to VLTC
GF: 147,105/AR

WARRANTY DEED

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

Date: **March 31, 2016**

Grantor: **OTREY PROPERTIES, LLC, a Texas Limited Liabilty Company**

Grantor's Mailing Address: **P.O. Box 1873**
Pharr, Texas 78577

Grantee: **SKYLINE VIEW PROPERTIES, LLC, a Texas Limited Liabilty Company**

Grantee's Mailing Address: **2807 Santa Erica St.**
Mission, Texas 78572

Consideration: **Ten and NO/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged**

Property (including any improvements): **All of Lots 9, 10, 11 and 12, BONITA HOMES SUBDIVISION, an Addition to the City of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 45, Page 153, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.**

Reservations from Conveyance: **NONE**

Exceptions to Conveyance and Warranty: **To the extent they validly exist:**

- **Restrictive covenants as set forth in instrument recorded in Volume 45, Page 153, Map Records of Hidalgo County, Texas.**
- **Statutory easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.**
- **Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Bonita Homes Subdivision, recorded in Volume 45, Page 153, Map Records of Hidalgo County, Texas.**
- **Easement for roadways, canals, laterals, pipelines and other rights as shown by instrument dated February 14, 1920, recorded in Volume 97, Page 542, Deed Records of Hidalgo County, Texas.**
- **Right of way easement in favor of Central Power and Light Company as shown by instrument recorded in Volume 328, Page 165, Deed Records of Hidalgo County, Texas.**
- **Street and Utility easement in favor of City of Weslaco as shown by instrument dated April 1, 1996, filed July 25, 1996 under Document Number 539651, Official Records of Hidalgo County, Texas.**
- **Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated February 25, 1937, recorded in Volume 24, Page 144; dated July 30, 1943, recorded in Volume 53, Page 105; dated May 28, 1965, recorded in Volume 300, Page 296; dated February 9, 1972, recorded in Volume 337, Page 913; dated March 17, 1972, recorded in Volume 339, Page 789; dated December 11, 1980, recorded in Volume 397, Page 603, Oil and Gas Records of Hidalgo County, Texas.**
- **Terms, stipulations and conditions contained in a Non-Drilling Agreement, dated January 3, 1956, recorded in Volume 1555, Page 297, Deed Records of Hidalgo County, Texas.**
- **Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.**
- **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**
- **Standby fees, taxes and assessments by any taxing authority for the year 2016, and subsequent years, the payment of which Grantee assumes.**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor

and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

OTREY PROPERTIES, LLC,
a Texas Limited Liabilty Company

By: _____
OSCAR ELIZONDO, JR., Manager

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on March 31, 2016 by **OSCAR ELIZONDO, JR., Manager of OTREY PROPERTIES, LLC, a Texas Limited Liability Company**, on behalf of said company.

ABBY REYNA
Notary Public
STATE OF TEXAS
Notary ID# 11028041
My Comm. Exp. 11/19/2017

NOTARY PUBLIC - STATE OF TEXAS

AFTER RECORDING RETURN TO :
SKYLINE VIEW PROPERTIES, LLC
2807 Santa Erica St.
Mission, Texas 78572

PREPARED IN THE LAW OFFICE OF:
L.G. "JERRY" CANALES
6013 N. 10th Street
McAllen, Texas 78504
File No.: 147105

PROJECT DATA				
ITE Code	Anticipated Land Use	Project Size		
		Acres	GFA	# of Units
230	Townhouse			30

ITE Trip Rates				
ITE Code	Trips		% entering / %exiting	
	AM	PM	AM	PM
230 - Residential Condominium/Townhouse	0.48	0.44	17/83	67/33

Total Projected Trips*				
ITE Code	Trips		entering / exiting	
	AM	PM	AM	PM
Residential Condominium/Townhouse	19	22	3/16	15/7
Total	19	22	16-Mar	15/7

***Refer to attached calculations**

ITE Code
230-Residential Condominium/Townhouse

Total Units = 30
Where: T = Average Vehicle Trip Ends
X = Number of Dwelling Units

AM

Using Regression Formula: Ln(T)=0.80Ln(X) +0.26
Ln(T)= 2.9510
T= 19

PM

Using Regression Formula: Ln(T)=0.82Ln(X) +0.32
Ln(T)= 3.1090
T= 22

CITY OF WESLACO

PLANNING AND CODE ENFORCEMENT DEPARTMENT

SUBDIVISION REVIEW

NAME OF SUBDIVISION:___Skyline View Townhomes __02/28/2018_____

SIGN IN FORM

1	Name	Company	Phone #
2	Rebekah dela Fuente	COW	447.3401
3	Charles Walker	PD	463-1180
4	Efrain Tafoya	City of Weslaco	447.3403
5	Rolando Garza	City of Weslaco	447-3403
6	Zenaida Guerrero	city of Weslaco	447-3403
7	Mariano Garcia	M Garcia Engineering	687 9421
8	Mardoqueo Hinojosa	City of weslaco	447-3403
9			
10			
11			
12			
13			
14			
15			
16			
17			

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

February 27, 2018

M Garcia Engineering LLC
400 W. Nolana Suite H2
McAllen, Texas 78504
Engineering Firm No. F-9828

Re: Subdivision Review for Skyline View Townhouse Subdivision

Mr. Mariano Garcia

Please find below comments to the above-mentioned project:

Plat

1. Show main roads a little bigger on the vicinity Map.
2. Chairman Planning Commission signature block as needed.
3. Legend to be shown on plat.
4. Adjacent owners around proposed subdivision to be called out.
5. Existing road dimension to be shown on plat.
6. Point of Commencement and point of beginning to be called out on plat.
7. X and Y coordinates at point of beginning to be shown.
8. Square Footage to be shown on all properties.

Sincerely,

, PE

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

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

DATE: 02/20/18 OCCUPANCY CLASS: Subdivision

FACILITY NAME: Skyline Subdivision

PHYSICAL & MAILING ADDRESS: East 20th

PHONE #: OWNER/MANAGER:

PLAN REVIEW – CHECK OFF LIST

X		Approved as submitted	X	with notes
	A	Illuminated exit signs and emergency lighting shall be combination with 90 minute battery pack back-up.		
	B	All restrooms shall have emergency lighting with 90 minute battery pack back-up.		
	C	Shall provide minimum 5 lb. ABC dry chemical extinguisher at 50' intervals for non-sprinklered building, 75' intervals for sprinklered building, annually inspected & tagged by a licensed agency and mounted no higher than 48" from top to ground. NFPA 10, Latest Edition & IFC 2015 Edition, Section 906.		
	D	Shall have fire alarm company submit plans for proposed fire alarm.		
	E	Shall have fire alarm system installed in accordance with the latest editions of NFPA 70 & 72, by a licensed agency and monitored 24/7 by an outside agency. Shall call our office 24 hours in advance for trip test. NFPA 101, Life Safety Code, 2015 Edition		
	F	Shall have fire alarm system tied into the sprinkler system to monitor flow and tamper switches. Shall also be tied into the suppression system for the kitchen hood. NFPA 101, Life Safety Code, 2015 Edition.		
	G	Shall have automatic sprinkler system installed by a licensed agency and in accordance with the latest edition of NFPA 13. Sprinkler company shall submit plans to our office and ISO for review. Shall contact our office 24 hours in advance for underground & aboveground hydrostatic tests. IFC, 2015 Edition, Section 903 & 912 and latest edition of NFPA 13. **No ceiling shall be in place until aboveground hydrostatic test has been approved.**		
	H	If cooking that releases grease latent vapors, shall provide hood suppression system installed by a licensed agency; hood shall vent to exterior of building. NFPA 96, Latest edition. An approved method shall be provided that will ensure that the appliance(s) is returned to an approved design location, NFPA 96, Section 12.1.2.3.1 Shall call our office 24 hours in advance for trip test. IFC, 2015 Edition, Section 904.		
	I	Shall have 1 – K extinguisher for kitchen annually inspected by a licensed agency. IFC, 2015 Edition, Section 904.11.5		
X	J	Shall have fire hydrant within 400'. Shall have 4 ½" outlet facing the street with 18" to 24" clearance from bottom of outlet to grade level for hydrant wrench. Hydrants shall be marked on the streets with reflective blue marker to show location of hydrants. Hydrants shall have 3' clearance from any fences, poles, brush, etc. **No fire hydrants shown on plans**		
	K	Fire department connection shall be free-standing, away from the building, minimum 1 ½ times the building height, out of the collapse zone, and within 100' of a fire hydrant. FDC shall be protected from impact with 4" diameter concrete filled bollards, cemented 4' into the ground with 3' above ground. Shall be spaced 3' apart. Shall have a reflective sign indicating "FDC" with 6" high letters, ½" wide. IFC, 2015 Edition, Section 903.3.7 and all of section 912, IFC, 2015 Edition, and latest edition of NFPA 13. The FDC connection shall be the 5 inch storz with a 30 to 40 degree downward deflection angle adapter. Tamper protection for backflow preventer shall be of an approved type and approved by Authority Having Jurisdiction.		
X	L	Access roads shall be 26' minimum with hydrant unobstructed, 20' without hydrant unobstructed. All weather surface road that supports the imposed loads of fire apparatus shall be in place (concrete or asphalt).		
	M	Fire apparatus access road shall comply with IFC 2015 Edition, Appendix D. (Cul-de-sac, wye, hammerhead)		
	N	Shall have evacuation routes, with primary & secondary exits marked, in place. IFC, 2015 Edition, Section 404.		
	O	Shall maintain a clear path for means of egress in the following areas:		
	P	Shall have all exit doors open in the direction of egress travel. If equipped with a locking device, it shall be of an approved type.		
	Q	Every room or space that is an Assembly occupancy shall have the occupant load posted in a conspicuous place.		
	R	Shall maintain 44" clearance between aisles.		
X	S	Gated community shall submit specs on gate and shall maintain a 20' clearance on each side of island prior to installation of gate. Shall provide combination for access to subdivision. Shall provide Knox Box Gate Entry System.		
	T	Shall post address in front of building plainly visible from the street with 6" x ½" stroke letters or numbers.		
	U	Shall have Knox Box, 3200 Series, with hinged door, installed for fire department access. www.KnoxBox.com		
	V	Shall have Knox FDC 5 inch Storz Caps in place. www.KnoxBox.com		
	W	Shall have an exterior door to Riser Room. Shall label Riser Room with a white reflective sign to read "Riser Room" with 6" x ¾" stroke red letters.		
	X	Shall provide fire lane painted with 6" red striping, with white lettering 4" x ¾" stroke to read "**No Parking Fire Lane**" spaced every 10 to 12 feet.		
X	Y	Shall submit a complete set of plans for construction to my office for further requirements.		
	Z	Shall pay appropriate fees for the following:		Plan review		Fire alarm plan review		Fire alarm trip test
			Sprinkler system plan review		Aboveground hydro test		Underground hydro test		Suppression system trip test

Asst. Fire Marshal Mike Swinnea
FIRE MARSHAL/FIRE INSPECTOR

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

February 28, 2018

Miguel Kamel
2807 Santa Erica Street
Mission, Texas 78572

Re: Skyline View Townhomes Subdivision Review

Dear Applicant:

As per the plan set received, please find below general comments that need to be addressed for the above mentioned subdivision:

1. Identify the point of commencement
2. Identify the point of beginning
3. Include legend for the plat
4. Adjacent properties must be identified on all sides.
5. Add Plat Note: Streetlight must be located every 300 feet
6. Proposed street names need to be aligned with existing streets.
7. Add Plat Note: No permanent structures are permitted over any easements.
8. Amend plat note 8 to include all interior streets.
9. Add Plat Note: Landscaping is required per city ordinance.
10. Add Plat Note: Corners lot driveways should be constructed at furthest possible point from intersections and in compliance with access management ordinance.

Should you need additional information or have any questions, please call the Planning Department at (956) 447-3401.

Sincerely,

Rebekah de la Fuente, CFM
Senior Planner

CC: M Garcia Engineering
400 Nolana Ste H2
McAllen, Texas 78504

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

INTERNAL MEMO

DATE: February 21, 2018

TO: Rebekah de la Fuente, Senior Planner
Efrain Tafolla/Construction Insp./CADD Supervisor
Gilbert Garcia, Construction Inspector
Pete Garcia, Public Works Director/ Olga Garza
Chris Sanchez, Fire Marshal/Mike Swinnea
Rolando Gonzalez, Building Official
Interim Chief Robert de la Cerda, Police Department

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

SUBJECT: Subdivision Review Meeting

A **subdivision review meeting** will be held on **Wednesday, February 28, 2018** in the Planning Department Conference Room B. It is imperative that you attend. Listed below is the subdivision that will be discussed:

- **Skyline View Townhomes Subdivision – 9:00 a.m.**

Please make every effort to attend or send a representative, if you or a representative is unable to attend, submit your comments in writing. **Be advised that all comments must be received before the scheduled meeting in order to avoid delays of construction.**

Should you have any questions, please call 447-3401.

DRAINAGE STATEMENT
FOR
SKYLINE VIEW TOWNHOUSE
SUBDIVISION

WESLACO, TEXAS

Prepared by

M GARCIA ENGINEERING, LLC

CIVIL ENGINEERING
TBPE# F-9828

400 Nolana Ave. Ste. H2
McAllen, Texas 78504
Ph: 956-687-9421
Fx: 956-687-3211

STATE OF TEXAS
MARIANO GARCIA
90956
LICENSED
PROFESSIONAL ENGINEER

, P.E.

02/23/18

DRAINAGE STATEMENT

SKTYLINE VIEW TOWNHOUSE SUBDIVISION

February 23, 2018

I. PROJECT LOCATION

Skyline View Townhouse Subdivision is a 2.081 Acres land out of Lots 9-12, Bonita Homes Subdivision as per map recorded in Volume 45, Pages 153 H.C.M.R. Hidalgo County, Texas. This property lies within the City Limits of Weslaco, Texas.

II. FLOOD PLAIN

The property is located in Flood Zone "B", which is described as "Areas between limits of the 100-year flood and the 500-year flood; or certain areas subject to 10-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or areas protected by levees from the base flood. F.I.R.M. community panel No. 480334 0525 B, Dated: January 2, 1981 and F.I.R.M. community panel No. 480349 0005 B, Dated: March 4, 1980.

III. SOIL CONDITIONS

The Soil survey of Hidalgo County indicates the subject property lies in the following soils:

(25) Hidalgo fine sandy loam, 0 to 1 percent slopes. This deep, nearly level soil is on convex uplands. Areas are mostly broad and irregular in shape and range from 15 to more than 900 acres. Typically, the surface layer is dark grayish brown fine sandy loam about 15 to 30 inches, is brown sandy clay loam. The lower part, from 30 to 39 inches, is pale brown sandy clay loam. The layer extending from 39 to 72 inches is very pale brown sandy clay loam. The soil is calcareous throughout. The soil is well drained. Surface runoff is slow. Permeability is moderate, and the available water capacity is medium. The soil is listed in Hydrologic Group B. (see excerpts from "Soil Survey of Hidalgo County, Texas.)

(29) Hidalgo sandy clay loam, This deep, gently sloping soil is on convex uplands. Areas are small and irregular in shape and range from 5 to 150 acres. Typically, the surface layer is dark brown clay loam about 14 inches thick. The next layer, from 14 to 36 inches, is brown sandy clay loam. The layer extending from 36 to 72 inches is pale brown sandy clay loam. The soil is calcareous throughout. The soil is well drained. Surface runoff is slow. Permeability is moderate, and the available water capacity is high. The soil is listed in Hydrologic Group B. (see excerpts from "Soil Survey of Hidalgo County, Texas.)

(52) Raymondville clay loam, 0 to 1 percent slopes. This deep, nearly level soil is on plane to slightly concave uplands. Areas are irregular in shape and range from 50 to more than 950 acres. Typically, the surface layer is clay loam about 15 inches thick. It is gray in the upper 8 inches and dark gray in the lower 7 inches. The next layer, to a depth of 25 inches, is grayish brown clay loam. The layer below that, to a depth of 43 inches, is grayish brown clay. The next layer, to a depth of 51 inches, is light brownish gray clay. The Underlying layer extending to a depth of 65 inches is pale brown clay. The soil is calcareous throughout. The soil is moderately well drained. Surface runoff is slow. Permeability is slow, and the available water capacity is high. The soil is listed in Hydrologic Group D. (see excerpts from "Soil Survey of Hidalgo County, Texas.)

IV. EXISTING CONDITION

The subject property is currently vacant. Existing runoff is by surface flow in the southeasterly direction. The site topography is regular with elevations ranging from 0 to 1 feet in some areas. In accordance with the drainage policies of the City of Weslaco and County of Hidalgo, the Rationale Method, 10-year frequency storm event was utilized to determine the existing storm water runoff for this site. The total contributing 10-year existing storm water runoff from this site is approximately **3.634 cfs**, as per the attached calculations.

IV. PROPOSED CONDITION

The proposed conditions for this subject tract will consist of a 30 Lot Single-Family Residential Subdivision. Development in the form of impervious pavement and roofs will increase the ultimate storm water runoff. A storm drainage conveyance system comprised of curb and gutter roadway section and storm drainage pipe will capture and convey the storm water runoff to the existing City of Weslaco street located north and adjacent to this property. In accordance with the City of Weslaco, the Rationale Method, 25-Year frequency storm event was utilized to determine the proposed storm water runoff from this site. The total contributing 25-Year developed storm water runoff from this site is approximately **4.82 cfs**.

The peak rate of runoff will not be increased during the 10-year frequency storm event due to the improvements in this subdivision. Therefore, as per attached calculations, **4,361.08 cubic-feet (0.0991 Ac.-Ft.)** of post-development run-off will be required to be detained. A Grading Plan shall be approved by the City of Weslaco at the time of issuance of building permit.

STATE OF TEXAS
MARIANO GARCIA
90956
LICENSED
PROFESSIONAL ENGINEER

By: _____ 02/23/18
Mariano Garcia, P.E. Date

DRAINAGE CALCULATIONS (25-year)

PROJECT NAME: Skyline View Townhouse

PROJECT LOCATION: Lots 9-12, Bonita Homes Subdivision
Weslaco, Texas

DATE: February 23, 2018

EXISTING CONDITION

Total Area

A= **90648.36 ft^2**
2.08100 ac

Existing Runoff Coefficient (Weighted)

C_{ex} = **0.20**

Time of Concentration

T_c= $\frac{L}{60V}$ **6 min** **grassed waterways**

10 **min (Minimum)**

where:

L= **440 ft**

V= $Ku*k*S^{1/2}$ **1.161** **feet/second**

where:

Ku= 3.28

k= 0.457 grassed waterways

Slope= **0.60 %**

Rainfall Intensity

I= $\frac{b}{(T_c + d)^e}$ **8.73 in/hr**

where:

IDF Coefficients for Hidalgo County (10-year)

b= 87
d= 9.2
e= 0.778

Q_{ex} = $(C_{ex})IA$ **3.634 cfs**

FUTURE CONDITION (50-Year)

Area

A= 90648.36 ft^2

2.08100 ac

Time of Concentration

$T_c = \frac{L}{60V}$ 3 min Pavement

where:

L= 370 ft

V= 2.000 feet/second

Time of Concentration (Total - Developed)

T_c= 3 min

10 min (Minimum)

Future Runoff Coefficient (Estimated)

C_{fut} 0.40

IDF Coefficients for Hidalgo County (25-year)

b= 98

d= 9.2

e= 0.771

Calculations for Vmax:

Dur	I	Qfut	Vfut	Qex	Vex	Vmax
10	10.042	8.359	5015.1526	3.63	2180.5408	2834.61175
20	7.268	6.050	7259.8762	3.63	3270.8112	3989.06495
30	**5.792**	**4.821**	**8677.7492**	**3.63**	**4361.0817**	**4316.66755**
40	4.861	4.046	9711.0076	3.63	5451.3521	4259.65554
50	4.215	3.508	10524.934	3.63	6541.6225	3983.31115
60	3.737	3.111	11197.958	3.63	7631.8929	3566.06548
70	3.368	2.803	11773.086	3.63	8722.1633	3050.92285
80	3.073	2.558	12276.317	3.63	9812.4337	2463.88292
90	2.831	2.356	12724.52	3.63	10902.704	1821.81583
100	2.629	2.188	13129.245	3.63	11992.975	1136.27016
110	2.457	2.045	13498.736	3.63	13083.245	415.490593
120	2.309	1.922	13839.081	3.63	14173.515	-334.434568
130	2.180	1.815	14154.903	3.63	15263.786	-1108.88274
140	2.067	1.720	14449.794	3.63	16354.056	-1904.26172

Storage Required (25-yr) **4316.6676 ft^3** **0.0990971 Ac-Ft**

w/ release rate of (10-yr) **3.63 ft^3/s**

STATE OF TEXAS
MARIANO GARCIA
90956
LICENSED
PROFESSIONAL ENGINEER

P.E. 02/23/18

Runoff Coefficients

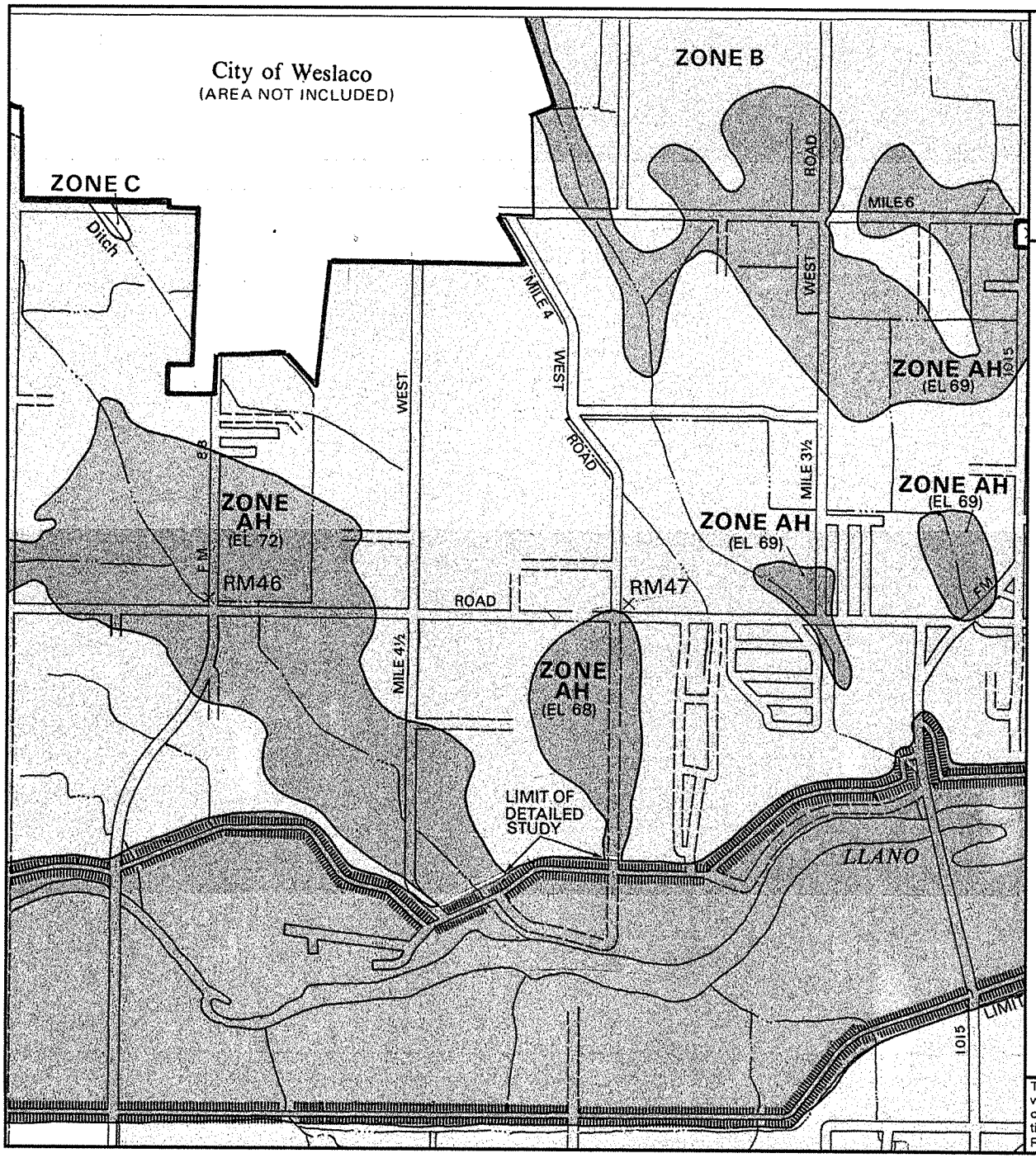
Type of Drainage Area	Runoff Coefficient
Business	
Downtown Areas	0.70-0.95
Neighborhood Areas	0.50-0.70
Residential:	
Single-Family Areas	0.30-0.50
Multi-Units, Detached	0.40-0.60
Multi-Units, Attached	0.60-0.75
Suburban	0.25-0.40
Apartment Dwelling Areas	0.50-0.70
Industrial:	
Light Areas	0.50-0.80
Heavy Areas	0.60-0.90
Parks, Cemeteries	0.10-0.25
Playgrounds	0.20-0.40
Railroad Yard Areas	0.20-0.40
Unimproved Areas	0.10-0.30
Lawns:	
Sandy Soil, Flat, 2%	0.05-0.10
Sandy Soil, Average, 2-7%	0.10-0.15
Sandy Soil, Steep, 7%	0.15-0.20
Heavy Soil, Flat, 2%	0.13-0.17
Heavy Soil, Average, 2-7%	0.18-0.22
Heavy Soil, Steep, 7%	0.25-0.35
Streets:	
Asphaltic	0.70-0.95
Concrete	0.80-0.95
Brick	0.70-0.85
Drives and Walks	0.75-0.85
Roofs	0.75-0.95

Reference: FHWA, Urban Drainage Manual HEC-22 (2001)

SKYLINE VIEW TOWNHOUSE SUBDIVISION
RAINFALL INTENSITY FOR HIDALGO COUNTY

TIME Min.	25 YEARS (In/Hrs)	TIME Min.	25 YEARS (In/Hrs)	TIME Min.	25 YEARS (In/Hrs)
1	**16.35**	31	**5.68**	61	**3.70**
2	**15.22**	32	**5.57**	62	**3.66**
3	**14.24**	33	**5.47**	63	**3.62**
4	**13.40**	34	**5.37**	64	**3.58**
5	**12.67**	35	**5.28**	65	**3.54**
6	**12.02**	36	**5.19**	66	**3.50**
7	**11.45**	37	**5.10**	67	**3.47**
8	**10.93**	38	**5.02**	68	**3.43**
9	**10.46**	39	**4.94**	69	**3.40**
10	**10.04**	40	**4.86**	70	**3.37**
11	**9.66**	41	**4.79**	71	**3.34**
12	**9.30**	42	**4.71**	72	**3.30**
13	**8.98**	43	**4.64**	73	**3.27**
14	**8.68**	44	**4.58**	74	**3.24**
15	**8.40**	45	**4.51**	75	**3.21**
16	**8.14**	46	**4.45**	76	**3.18**
17	**7.90**	47	**4.39**	77	**3.15**
18	**7.68**	48	**4.33**	78	**3.13**
19	**7.47**	49	**4.27**	79	**3.10**
20	**7.27**	50	**4.21**	80	**3.07**
21	**7.08**	51	**4.16**	81	**3.05**
22	**6.91**	52	**4.11**	82	**3.02**
23	**6.74**	53	**4.06**	83	**3.00**
24	**6.58**	54	**4.01**	84	**2.97**
25	**6.43**	55	**3.96**	85	**2.95**
26	**6.29**	56	**3.91**	86	**2.92**
27	**6.16**	57	**3.87**	87	**2.90**
28	**6.03**	58	**3.82**	88	**2.88**
29	**5.91**	59	**3.78**	89	**2.85**
30	**5.79**	60	**3.74**	90	**2.83**

			d	e	b
I=b/(Tc+d)e	Hidalgo County	25 Years	9.2	0.771	98



APPROXIMATE SCALE

2000 0 2000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS
(UNINCORPORATED AREAS)

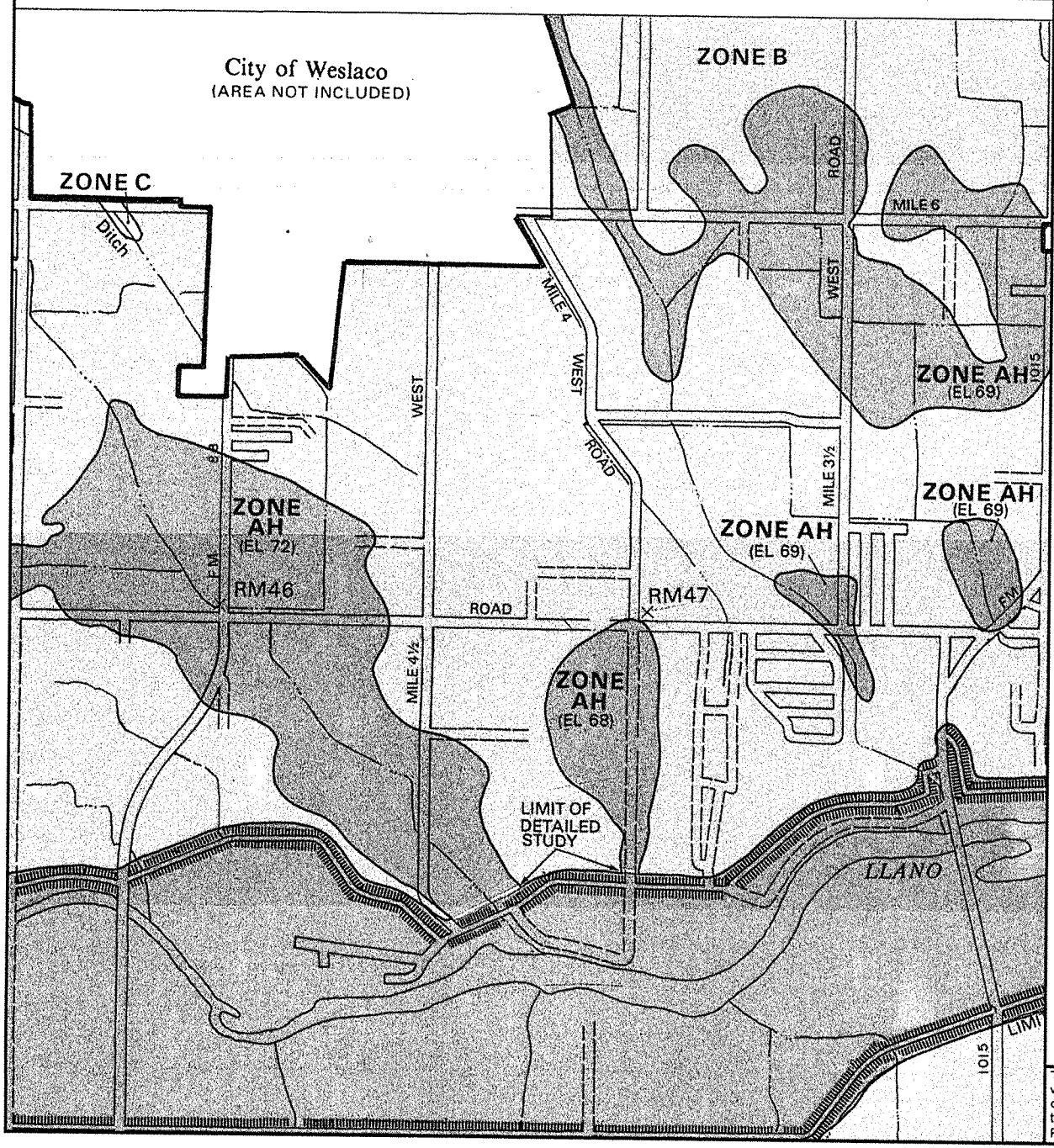
PANEL 525 OF 525

COMMUNITY-PANEL NUMBER
480334 0525 B

EFFECTIVE DATE:
JANUARY 2, 1981

federal emergency management agency
federal insurance administration

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



APPROXIMATE SCALE

2000 0 2000 FEET

KEY TO MAP

500-Year Flood Boundary	
100-Year Flood Boundary	
Zone Designations* With Date of Identification e.g., 12/2/74	ZONE B / ZONE A2 DATE / ZONE A1 DATE / ZONE B
100-Year Flood Boundary	
500-Year Flood Boundary	
Base Flood Elevation Line With Elevation In Feet**	513
Base Flood Elevation In Feet Where Uniform Within Zone**	(EL 987)
Elevation Reference Mark	RM7 ×
River Mile	• M1.5

**Referenced to the National Geodetic Vertical Datum of 1929

*EXPLANATION OF ZONE DESIGNATIONS

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

NOTES TO USER

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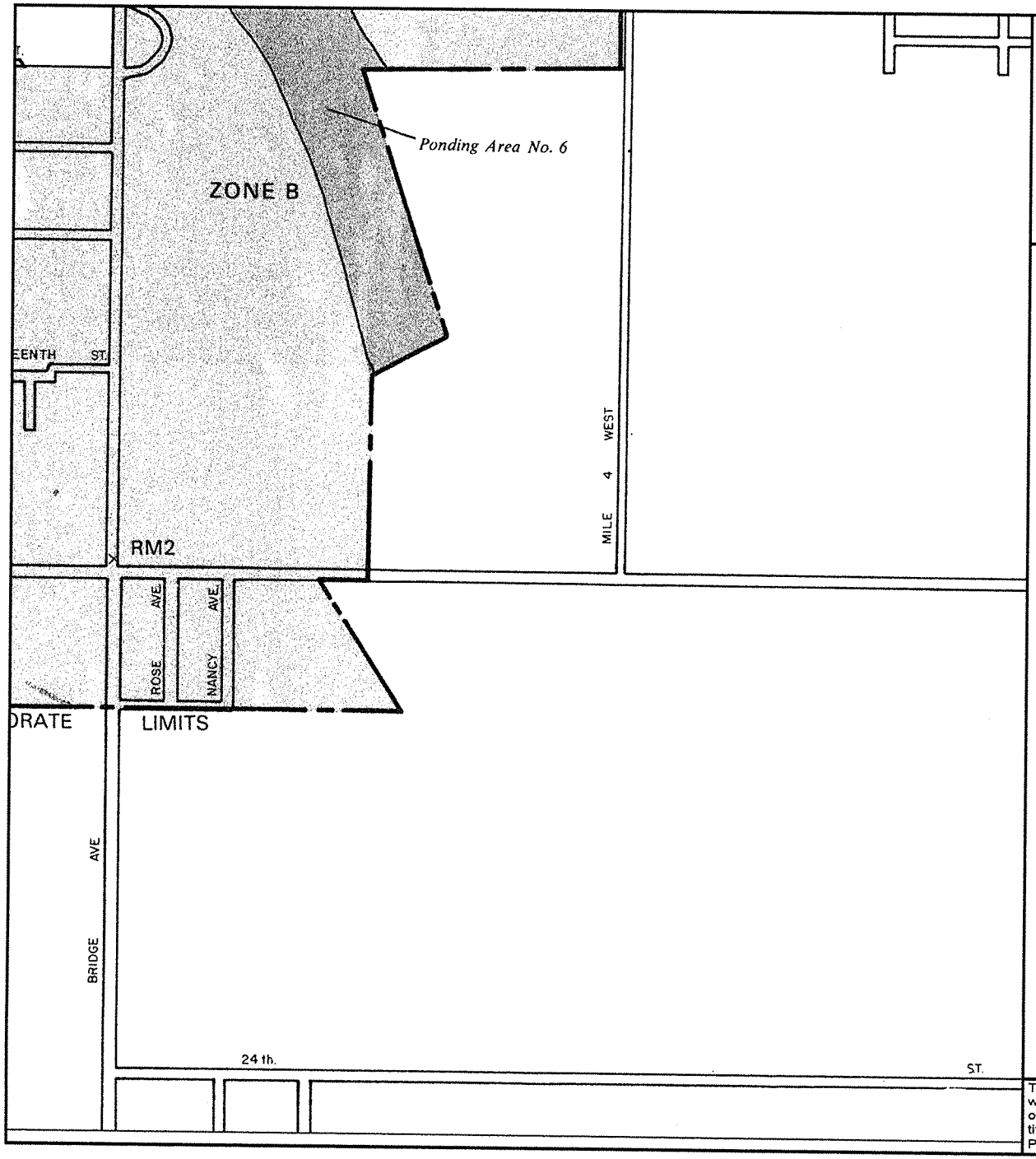


APPROXIMATE SCALE

800 0 800 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
WESLACO, TEXAS
HIDALGO COUNTY

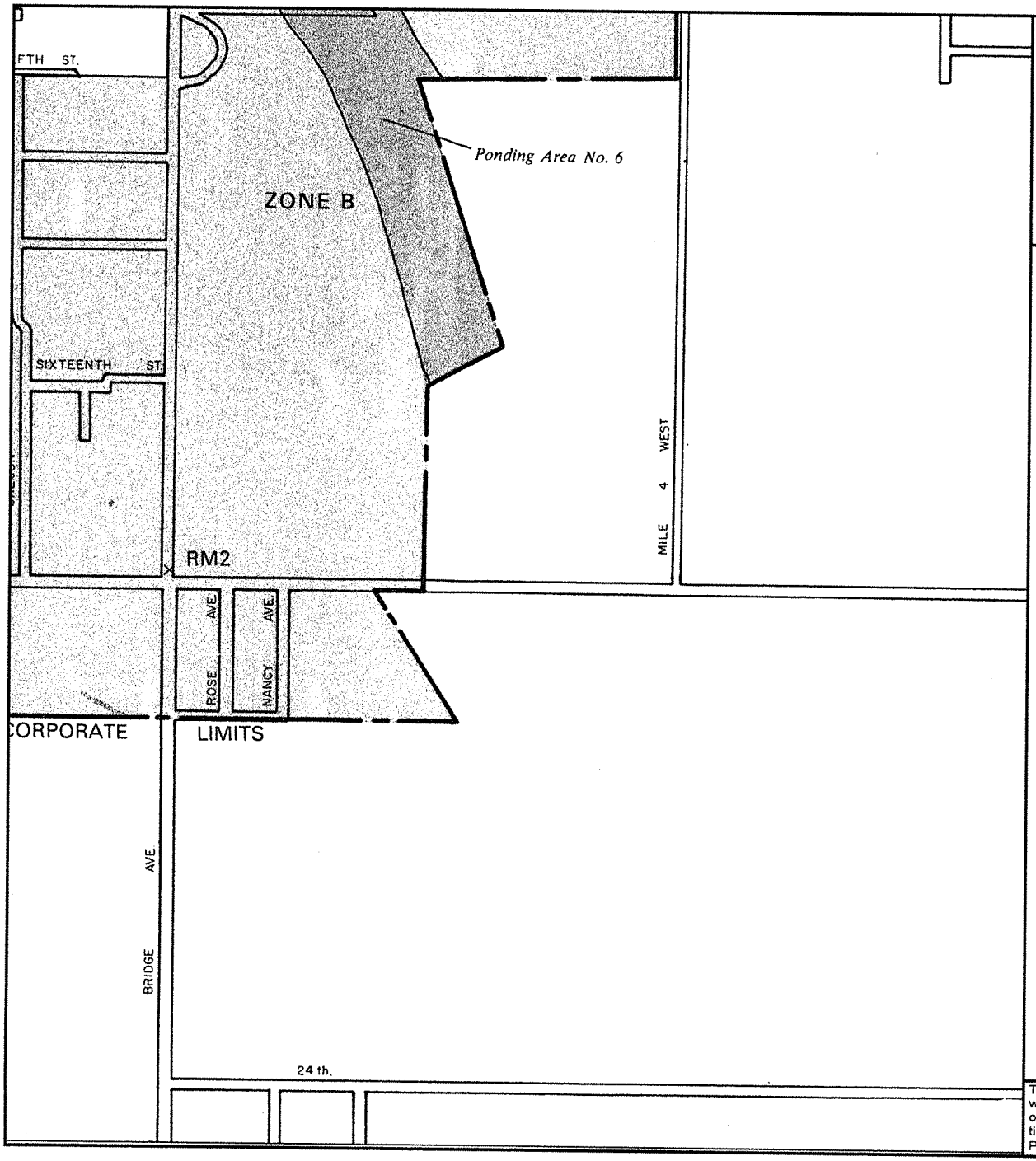
ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER
480349 0005 B

EFFECTIVE DATE:
MARCH 4, 1980

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

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



N

APPROXIMATE SCALE

800 0 800 FEET

KEY TO MAP

500-Year Flood Boundary
100-Year Flood Boundary
Zone Designations* With Date of Identification e.g., 12/2/74
100-Year Flood Boundary
500-Year Flood Boundary

ZONE B
ZONE A2 DATE
ZONE A1 DATE
ZONE B

Base Flood Elevation Line With Elevation In Feet** — 513

Base Flood Elevation In Feet Where Uniform Within Zone** — (EL 987)

Elevation Reference Mark — RM7 ×

River Mile — • M1.5

**Referenced to the National Geodetic Vertical Datum of 1929

*EXPLANATION OF ZONE DESIGNATIONS

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

NOTES TO USER

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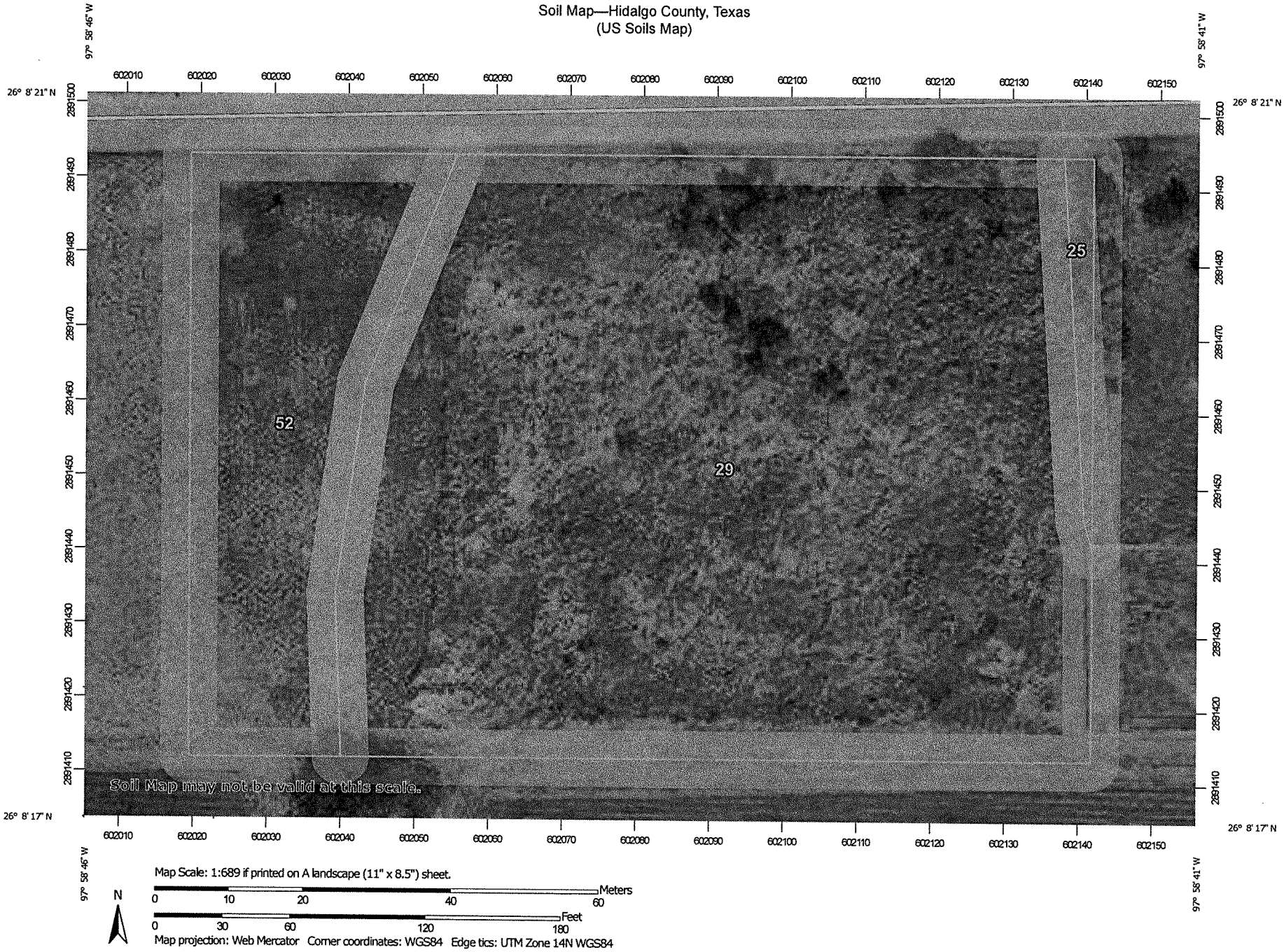
Soil Map—Hidalgo County, Texas
(US Soils Map)



Map Scale: 1:689 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 10 20 40 60

Feet: 0 30 60 120 180

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

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 15, Nov 7, 2017

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

Date(s) aerial images were photographed: Dec 5, 2012—Nov 15, 2016

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
25	Hidalgo fine sandy loam, 0 to 1 percent slopes	0.0	1.3%
29	Hidalgo sandy clay loam, 1 to 3 percent slopes	1.9	78.8%
52	Raymondville clay loam, 0 to 1 percent slopes	0.5	19.9%
Totals for Area of Interest		**2.5**	**100.0%**

vine ephedra; and forbs include Engelmann-daisy and bushsunflower.

With continuous heavy grazing by livestock, fourflower trichloris, twoflower trichloris, and tanglehead decrease in the plant community. These plants are replaced by the less desirable hooded windmillgrass, pink pappusgrass, whiplash pappusgrass, and slim tridens. If heavy grazing continues for many years, mesquite, condalias, pricklypear, and other woody plants form a dense canopy that has an understory of red lovegrass, threeawn, and sandburs. Brush encroachment on this soil is a major range management problem.

Potential is medium for habitat for deer and javelina. Nesting areas are plentiful for quail, doves, and songbirds.

Potential is high for urban uses and medium for recreation uses. Recreation uses are limited by the sandy surface layer.

This Hebbronville soil is in capability subclass IVe, nonirrigated and in subclass IIIe, irrigated; it is in the Sandy Loam range site.

25—Hidalgo fine sandy loam, 0 to 1 percent slopes. This deep, nearly level soil is on convex uplands. Areas are mostly broad and irregular in shape and range from 15 to 900 acres.

Typically, the surface layer is dark grayish brown fine sandy loam about 15 inches thick. The upper part of the subsoil, from 15 to 30 inches, is brown sandy clay loam. The lower part, from 30 to 39 inches, is pale brown sandy clay loam. The layer extending from 39 to 72 inches is very pale brown sandy clay loam. The soil is calcareous throughout.

This soil is well drained. Surface runoff is slow. Permeability is moderate, and the available water capacity is medium. A few areas of this soil have been altered by land leveling for irrigation. In these areas the soil has a thin surface layer because of cutting, in a few areas it has a thick surface layer because of filling, and in a few areas all of the surface layer has been removed. The root zone is deep and is easily penetrated by plant roots. The hazard of water erosion is slight, and the hazard of soil blowing is moderate.

Included with this soil in mapping are small areas of Brennan and Willacy soils and Hidalgo soils that have a clay loam surface layer. The included soils make up less than 20 percent of this map unit.

This Hidalgo soil is used mostly as irrigated and nonirrigated cropland and for citrus.

This soil has high potential for nonirrigated and irrigated crops. Suitable nonirrigated crops are cotton and grain sorghum. Suitable irrigated crops are cotton, grain sorghum, sugarcane, and cool and warm season vegetables (fig. 7). This soil has high potential for citrus.

Figure 7.—Irrigated cabbage on Hidalgo fine sandy loam, 0 to 1 percent slopes.

If this soil is used as cropland, maintaining or improving soil tilth, managing irrigation water, conserving soil moisture are necessary. Cropping systems that include high residue crops help to maintain soil tilth, improve soil structure, reduce evaporation, control soil blowing, and provide organic matter. Land leveling reduces erosion and runoff and permits a better distribution of irrigation water. Subsurface tile drainage lowers the high water table that can develop from irrigation. Temporary field ditches are difficult to maintain. Stripcropping helps control soil blowing. The high lime content of this soil can cause chlorosis of some plants, especially in areas where the surface layer has been removed by land leveling. Applying mulch or manure helps offset the loss of organic matter caused by land leveling.

Potential is high for nonirrigated and irrigated pasture grasses. Proper stocking, fertilizing, rotation grazing, and controlling weeds are needed to maintain vigorous plants. Coastal bermudagrass, African stargrass, introduced bluestems, and similar grasses are suited to this soil.

Potential is high for rangeland. In open grassland, the dominant grasses in the potential plant community consist of twoflower trichloris, fourflower trichloris, and plain bristlegrass; woody plants include spiny hackberry and kidneywood; and forbs include bundleflower and bushsunflower.

With continuous heavy grazing by livestock, twoflower trichloris, fourflower trichloris, and plains bristlegrass decrease in the plant community. These plants are replaced by the less desirable hooded windmillgrass, pink pappusgrass, and lovegrass tridens. If heavy grazing continues for many years, whitebrush, lime pricklyash, mesquite, pricklypear, and other woody plants form a dense canopy that has an understory of tumblegrass, threeawn, ragweed, and sandburs. Brush encroachment on this soil is a major range management problem.

Potential is high for habitat for deer, javelina, and coyote. Nesting areas are plentiful for quail, doves, and songbirds.

Potential is medium for urban uses and high for recreation uses. The main limitation for urban uses is the high corrosivity to uncoated steel. Low strength is a limitation for local roads and streets.

This Hidalgo soil is in capability subclass IIc, nonirrigated and in class I, irrigated; it is in the Gray Sandy Loam range site.

26—Hidalgo fine sandy loam, 1 to 3 percent slopes. This deep, gently sloping soil is on convex uplands. Areas are small and irregular in shape and range from 10 to 200 acres.

Typically, the surface layer is dark grayish brown fine sandy loam about 17 inches thick. The upper part of the subsoil, to a depth of 37 inches, is brown sandy clay loam. The lower part, to a depth of 49 inches, is pale brown sandy clay loam. The layer extending to a depth of 65 inches is very pale brown sandy clay loam. The soil is calcareous throughout.

This soil is well drained. Surface runoff is medium. Permeability is moderate, and the available water capacity is medium. A few areas of this soil have been altered by land leveling for irrigation. In these areas the soil has a thin surface layer because of cutting, and in a few areas all of the surface layer has been removed. The root zone is deep and is easily penetrated by plant roots. The hazards of water erosion and soil blowing are moderate.

Included with this soil in mapping are small areas of Brennan and Willacy soils and a Hidalgo soil that has a sandy clay loam surface layer. The included soils make up less than 15 percent of this map unit.

This Hidalgo soil is used mostly as irrigated and nonirrigated cropland and for citrus.

This soil has high potential for nonirrigated and irrigated crops. Suitable nonirrigated crops are cotton and grain sorghum. Suitable irrigated crops are cotton, grain sorghum, sugarcane, and cool and warm season vegetables. This soil has high potential for citrus.

If this soil is used as cropland, maintaining or improving soil tilth, managing irrigation water, conserving soil moisture, and controlling erosion are necessary. Cropping systems that include high residue crops help to maintain or improve soil tilth, reduce evaporation, control soil blowing, and provide organic matter. Land leveling reduces erosion and runoff and permits a better distribution of irrigation water. Bench leveling reduces the depth of required land-leveling cuts. Subsurface tile drainage lowers the high water table that can develop from irrigation if the soil is leveled. Temporary field ditches are difficult to maintain. When this soil is not irrigated, contour farming helps reduce soil losses from erosion. Stripcropping helps control soil blowing. The high lime content of this soil can cause chlorosis of some plants, especially in areas where the surface layer has been removed by land leveling. Applying mulch or manure helps to offset the loss of organic matter from land leveling.

Potential is high for nonirrigated and irrigated pasture grasses. Proper stocking, fertilizing, rotation grazing, and controlling weeds are needed to maintain vigorous plants. Coastal bermudagrass, African stargrass, introduced bluestems, and similar grasses are suited to this soil.

Potential is high for rangeland. In open grassland, the dominant grasses in the potential plant community consist of twoflower trichloris, fourflower trichloris, and plains bristlegrass; woody plants include spiny hackberry and kidneywood; and forbs include bundleflower and bushsunflower.

With continuous heavy grazing by livestock, twoflower trichloris, fourflower trichloris, and plains bristlegrass

pricklypear, and other woody plants form a dense canopy that has an understory of threeawn, tumblegrass, and sandburs. Brush encroachment on this soil is a major range management problem.

Potential is high for habitat for deer, javelina, and coyote. Nesting areas are plentiful for doves, quail, and songbirds.

Potential is medium for urban uses and high for recreation uses. The main limitations are shrinking and swelling of the soil and high corrosivity to uncoated steel.

This Hidalgo soil is in capability subclass IIc, nonirrigated and in class I, irrigated; it is in the Gray Sandy Loam range site.

29—Hidalgo sandy clay loam, 1 to 3 percent slopes. This deep, gently sloping soil is on convex uplands. Areas are small and irregular in shape and range from 5 to 150 acres.

Typically, the surface layer is dark brown sandy clay loam about 14 inches thick. The next layer, from 14 to 36 inches, is brown sandy clay loam. The layer extending from 36 to 72 inches is pale brown sandy clay loam. The soil is calcareous throughout.

This soil is well drained. Surface runoff is slow. Permeability is moderate, and the available water capacity is high. A few areas of this soil have been altered by land leveling for irrigation. In these areas the soil has a thin surface layer because of cutting, and in a few areas all of the surface layer has been removed. The root zone is deep and is easily penetrated by plant roots. The hazard of water erosion is moderate, and the hazard of soil blowing is slight.

Included with this soil in mapping are small areas of Willacy soils and Hidalgo soils that have a fine sandy loam surface layer. The included soils make up less than 15 percent of this map unit.

This soil is used mostly as irrigated and nonirrigated cropland and for citrus.

This soil has high potential for nonirrigated and irrigated crops. Suitable nonirrigated crops are cotton and grain sorghum. Suitable irrigated crops are cotton, grain sorghum, sugarcane, and cool and warm season vegetables. This soil has high potential for citrus.

If this soil is used as cropland, maintaining or improving soil tilth, managing irrigation water, and controlling erosion are necessary. Cropping systems that include high residue crops help maintain or improve soil tilth, reduce evaporation, and provide organic matter. Land leveling reduces erosion and runoff and permits a better distribution of irrigation water. Bench leveling reduces the depth of required land-leveling cuts. Subsurface tile drainage lowers the high water tables that can develop from irrigation when the soil is leveled. When this soil is not irrigated, contour farming helps reduce soil erosion. The high lime content of this soil can cause chlorosis of some plants, especially in areas where the surface layer has been removed by land leveling. Applying mulch or manure helps offset the loss of organic matter from land leveling.

Potential is high for nonirrigated and irrigated pasture grasses. Proper stocking, fertilizing, rotation grazing, and controlling weeds are needed to maintain vigorous plants. Coastal bermudagrass, African stargrass, introduced bluestems, and similar grasses are suited to this soil.

Potential is high for rangeland. In open grassland, the dominant grasses in the potential plant community consist of twoflower trichloris, fourflower trichloris, and plains bristlegrass; woody plants include spiny hackberry and kidneywood; and forbs include bundleflower and bushsunflower.

With continuous heavy grazing by livestock, twoflower trichloris, fourflower trichloris, and plains bristlegrass decrease in the plant community. These plants are replaced by the less desirable hooded windmillgrass, pink pappusgrass, and lovegrass tridens. If heavy grazing continues for many years, whitebrush, lime pricklyash, pricklypear, and other woody plants form a dense canopy that has an understory of threeawn, tumblegrass, and sandburs. Brush encroachment on this soil is a major range management problem.

Potential is high for habitat for deer, javelina, and coyote. Nesting areas are plentiful for doves, quail, and songbirds.

Potential is medium for urban uses and high for recreation uses. The main limitations are shrinking and swelling of the soil and high corrosivity to uncoated steel.

This Hidalgo soil is in capability subclass IIe, nonirrigated and irrigated; it is in the Gray Sandy Loam range site.

30—Hidalgo sandy clay loam, saline, 0 to 1 percent slopes. This deep, nearly level saline soil is on convex uplands. Areas are small and irregular in shape and range from 25 to 100 acres.

Typically, the surface layer is saline, dark grayish brown sandy clay loam about 15 inches thick. The next layer, from 15 to 25 inches, is saline, brown sandy clay loam. The next layer, from 25 to 36 inches, is saline, pale brown clay loam. The layer extending from 36 to 65 inches is saline, very pale brown sandy clay loam. The soil is calcareous throughout.

This soil is well drained. Surface runoff is slow, and permeability is moderate. The available water capacity is low. This soil is moderately saline to strongly saline as a result of overirrigation and evaporation of slightly saline water. A high water table that is saline occurs at depths from 1 1/2 to 4 1/2 feet below the surface. A few areas of this soil have been altered by land leveling for irrigation. In these areas, the soil has a thin surface layer because of cutting; in a few areas, it has a thick surface layer because of filling; and in a few areas all of the surface layer has been removed. The root zone is deep and is easily penetrated by plant roots. The hazards of water erosion and soil blowing are slight.

crops help maintain soil tilth, reduce evaporation, and provide organic matter.

Potential is high for nonirrigated and irrigated pasture grasses. Proper stocking, fertilizing, rotation grazing, and controlling weeds are needed to maintain plant vigor. Coastal bermudagrass, African stargrass, introduced bluestems, and similar grasses are suited to this soil.

Potential is high for rangeland. In open grassland, the dominant grasses in the potential plant community consist of fourflower trichloris, Arizona cottontop, and sideoats grama; woody plants include vine ephedra and spiny hackberry; and forbs include Engelmann-daisy and bushsunflower.

With continuous heavy grazing by livestock, fourflower trichloris, Arizona cottontop, and sideoats grama decrease in the plant community. These plants are replaced by the less desirable hooded windmillgrass, vine-mesquite, and buffalograss. If heavy grazing continues for many years, mesquite, huisache, pricklypear, and other woody plants form a dense canopy that has an understory of whorled dropseed, tumblegrass, and threeawn. Brush encroachment on this soil is a major range management problem.

Potential is high for wildlife habitat including habitat for deer, javelina, and coyote. Nesting areas are plentiful for white-winged doves, quail, and songbirds.

Potential is low for urban and recreation uses because of the hazard of flooding.

This Ramadero soil is in capability subclass IIw, nonirrigated and irrigated; it is in the Ramadero range site.

51—Randado-Cuevitas complex, 0 to 3 percent slopes. This map unit consists of shallow to very shallow, nearly level or gently sloping soils that are so intricately mixed that separating them was not practical because of the scale selected for mapping. These soils are on convex uplands. Areas are small and irregular in shape and range from 10 to 45 acres.

Randado fine sandy loam makes up about 55 percent of the unit, and Cuevitas fine sandy loam makes up about 25 percent. Other soils make up the rest.

Typically, Randado soil has a surface layer of reddish brown fine sandy loam about 9 inches thick. The subsoil, between depths of 9 and 16 inches, is reddish brown sandy clay loam. Below this layer there is indurated caliche. The soil is noncalcareous above the caliche.

This soil is well drained. Runoff is slow, and permeability is moderate. The available water capacity is very low. When this soil is dry, the surface is hard and crusty. The root zone is shallow. The hazards of water erosion and soil blowing are moderate.

Cuevitas soil has a surface layer of reddish brown fine sandy loam about 8 inches thick. Below the surface layer there is indurated caliche. The soil is noncalcareous down to the caliche.

This soil is well drained. Runoff is medium, and permeability is moderate. The available water capacity is very low. When the soil is dry, the surface is hard and crusty. The root zone is very shallow. The hazards of water erosion and soil blowing are moderate.

Included with this unit in mapping are small areas of Delmita soils and areas of rock outcrop. The included areas make up 20 percent or less of this map unit.

These Randado and Cuevitas soils are used as rangeland. A few areas are idle. The soils are not suited to use as cropland.

Potential for rangeland is low. In rangeland, the dominant grasses in the potential plant community for both Randado and Cuevitas soils are silver bluestem, tanglehead, and Arizona cottontop in open grassland; woody plants include guajillo and kidneywood; and forbs include orange zexmenia and bushsunflower.

With continuous heavy grazing by livestock, silver bluestem, tanglehead, and Arizona cottontop decrease in the plant community. These plants are replaced by the less desirable hooded windmillgrass, fall witchgrass, and slim tridens. If heavy grazing continues for many years, Texas tridens, red grama, threeawn, blackbrush, leatherstem, and other woody plants dominate the site.

Potential is low for wildlife habitat including habitat for deer, javelina, doves, and quail because of insufficient plant cover.

Potential for urban and recreation uses is low because of rock outcrops and the shallow depth to indurated caliche.

These Randado and Cuevitas soils are in capability subclass VIs, nonirrigated; they are in the Shallow Sandy Loam range site.

52—Raymondville clay loam. This deep, nearly level soil is on plane to slightly concave uplands. Slopes are mainly less than 0.5 percent but range from 0 to 1 percent. Areas are irregular in shape and range from 50 to 950 acres.

Typically, the surface layer is clay loam about 15 inches thick. It is gray in the upper 8 inches and dark gray in the lower 7 inches. The next layer, to a depth of 25 inches, is grayish brown clay loam. The layer below that, to a depth of 43 inches, is grayish brown clay. The next layer, to a depth of 51 inches, is light brownish gray clay. The underlying layer extending to a depth of 65 inches is pale brown clay. The soil is calcareous throughout.

This soil is moderately well drained. Surface runoff is slow. Permeability is slow, and the available water capacity is high. A few areas of this soil have been altered by land leveling for irrigation. In these areas the soil has a thick surface layer as a result of filling, and in a few areas it has a thin surface layer as a result of cutting. The root zone is deep but is not easily penetrated by plant roots. The hazards of water erosion and soil blowing are slight.

Included with this soil in mapping are small areas of Hidalgo, Mercedes, Racombes, and saline Raymondville soils. These soils make up less than 15 percent of any mapped area.

This Raymondville soil is used mostly as irrigated and nonirrigated cropland.

This soil has medium potential for nonirrigated crops and high potential for irrigated crops. Suitable nonirrigated crops are cotton and grain sorghum. Suitable irrigated crops are cotton, grain sorghum, and cool and warm season vegetables (fig. 9). Potential is medium for sugarcane. Potential is low for citrus.

If this soil is used as cropland, maintaining or improving soil tilth, managing irrigation water, and providing surface drainage are necessary. Cropping systems that include high residue crops help to improve or maintain soil tilth. Land leveling increases the efficiency of irrigation and permits better distribution of irrigation water. Surface drainage is useful in removing excess water after a heavy rainfall. Subsurface tile drainage lowers the high water table that can develop from irrigation.

Potential is medium for nonirrigated pasture grasses and high for irrigated pasture grasses. Proper stocking, fertilizing, rotation grazing, and controlling weeds are needed to maintain plant vigor. Coastal bermudagrass, African stargrass, introduced bluestems, and other grasses are suited to this soil.

Potential is medium for rangeland, although no acreage is used as such. Most of this soil has been cleared and is continuously cropped; however, a few areas remain undisturbed. Potential is medium in these areas for wildlife habitat including habitat for white-winged doves, quail, songbirds, and furbearing animals such as coyote and weasel.

Potential is low for urban and recreation uses. Shrinking and swelling of the soil and the clayey surface layer are the main limitations.

This Raymondville soil is in capability subclass IIs, nonirrigated and irrigated; it is in the Clay Loam range site.

53—Raymondville clay loam, saline. This deep, nearly level, saline soil is on plane to slightly concave uplands. Slopes are mainly less than 0.5 percent but range from 0 to 1 percent. Areas are irregular in shape and range from 10 to 100 acres in size.

Typically, the surface layer is saline, dark gray clay loam about 16 inches thick. The next layer, from 16 to 29 inches, is saline, gray clay loam. The next layer, from 29 to 39 inches, is saline, grayish brown clay. The underlying layer from 39 to 65 inches is saline, very pale brown clay with many soft bodies of calcium carbonate. The soil is calcareous throughout.

Figure 9.—Irrigated carrots on Raymondville clay loam.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth	USDA texture	Classification		Percentage passing sieve number--				Liquid limit	Plas-ticity index
			Unified	AASHTO	4	10	40	200		
	In								Pct	
13:*										
Randado	0-9	Fine sandy loam	SM, SM-SC	A-2-4	75-100	70-100	70-100	20-35	<25	NP-7
	9-16	Fine sandy loam, sandy clay loam.	SC, SM-SC, GC	A-2-4, A-2-6, A-4, A-6	65-100	60-100	60-100	25-50	25-34	7-14
	16-60	Cemented	---	---	---	---	---	---	---	---
14 Falfurrias	0-80	Fine sand	SP-SM, SM	A-2-4, A-3	100	100	75-100	5-25	<25	NP-3
15 Grulla	0-7	Clay	CL, CH	A-7-6	100	100	100	90-100	41-55	20-30
	7-65	Silty clay, clay	CH	A-7-6	100	100	100	90-100	52-66	28-39
16, 17, 18 Hargill	0-18	Fine sandy loam	SC, SM-SC, SM	A-2-4	100	95-100	95-100	17-35	<30	NP-8
	18-63	Sandy clay loam	SC, CL	A-6	100	95-100	95-100	40-55	30-40	11-20
	63-80	Sandy clay loam	SC	A-2-4, A-2-6, A-4, A-6	85-100	80-100	75-100	34-50	28-39	9-18
19, 20 Harlingen	0-8	Clay	CH	A-7-6	100	100	100	90-100	51-85	32-60
	8-35	Clay	CH	A-7-6	100	100	100	95-100	65-85	50-65
	35-72	Clay	CH	A-7-6	100	100	100	95-100	65-85	50-65
21:*										
Harlingen	0-8	Clay	CH	A-7-6	100	100	100	90-100	51-85	32-60
	8-35	Clay	CH	A-7-6	100	100	100	95-100	65-85	50-65
	35-72	Clay	CH	A-7-6	100	100	100	95-100	65-85	50-65
Urban land.										
22, 23, 24 Hebbronville	0-17	Sandy loam	SM	A-2-4	100	100	75-100	13-24	<25	NP-4
	17-58	Fine sandy loam, loam.	SM, SM-SC	A-2-4	100	100	90-100	20-30	<30	NP-7
	58-65	Fine sandy loam, loam.	SM-SC, SC	A-2-4, A-4, A-2-6, A-6	95-100	90-100	90-100	20-40	20-30	4-13
25, 26, 27 Hidalgo	0-17	Fine sandy loam	SC, SM-SC	A-4, A-6	100	95-100	90-100	36-50	20-30	4-11
	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
28, 29, 30 Hidalgo	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-55	29-40	11-20
	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
31:*										
Hidalgo	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-50	29-40	11-20
	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
Urban land.										

See footnote at end of table.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth	USDA texture	Classification: Unified	Classification: AASHTO	Percentage passing sieve number--: 4	10	40	200	Liquid limit	Plasticity index
	In								Pct	
13:*										
Randado---------	0-9	Fine sandy loam	SM, SM-SC	A-2-4	75-100	70-100	70-100	20-35	<25	NP-7
	9-16	Fine sandy loam, sandy clay loam.	SC, SM-SC, GC	A-2-4, A-2-6, A-4, A-6	65-100	60-100	60-100	25-50	25-34	7-14
	16-60	Cemented---------	---	---	---	---	---	---	---	---
14---------- Falfurrias	0-80	Fine sand--------	SP-SM, SM	A-2-4, A-3	100	100	75-100	5-25	<25	NP-3
15---------- Grulla	0-7	Clay----------	CL, CH	A-7-6	100	100	100	90-100	41-55	20-30
	7-65	Silty clay, clay	CH	A-7-6	100	100	100	90-100	52-66	28-39
16, 17, 18------- Hargill	0-18	Fine sandy loam	SC, SM-SC, SM	A-2-4	100	95-100	95-100	17-35	<30	NP-8
	18-63	Sandy clay loam	SC, CL	A-6	100	95-100	95-100	40-55	30-40	11-20
	63-80	Sandy clay loam	SC	A-2-4, A-2-6, A-4, A-6	85-100	80-100	75-100	34-50	28-39	9-18
19, 20---------- Harlingen	0-8	Clay----------	CH	A-7-6	100	100	100	90-100	51-85	32-60
	8-35	Clay----------	CH	A-7-6	100	100	100	95-100	65-85	50-65
	35-72	Clay----------	CH	A-7-6	100	100	100	95-100	65-85	50-65
21:*										
Harlingen-------	0-8	Clay----------	CH	A-7-6	100	100	100	90-100	51-85	32-60
	8-35	Clay----------	CH	A-7-6	100	100	100	95-100	65-85	50-65
	35-72	Clay----------	CH	A-7-6	100	100	100	95-100	65-85	50-65
Urban land.										
22, 23, 24------- Hebbronville	0-17	Sandy loam-------	SM	A-2-4	100	100	75-100	13-24	<25	NP-4
	17-58	Fine sandy loam, loam.	SM, SM-SC	A-2-4	100	100	90-100	20-30	<30	NP-7
	58-65	Fine sandy loam, loam.	SM-SC, SC	A-2-4, A-4, A-2-6, A-6	95-100	90-100	90-100	20-40	20-30	4-13
25, 26, 27------- Hidalgo	0-17	Fine sandy loam	SC, SM-SC	A-4, A-6	100	95-100	90-100	36-50	20-30	4-11
	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
28, 29, 30------- Hidalgo	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-55	29-40	11-20
	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
31:*										
Hidalgo---------	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-50	29-40	11-20
	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
Urban land.										

See footnote at end of table.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth	USDA texture	Classification: Unified	Classification: AASHTO	Percentage passing sieve number--: 4	10	40	200	Liquid limit	Plasticity index
	In								Pct	
45,* 46,* 47.* Pits										
48, 49---------- Racombes	0-13	Sandy clay loam	CL, SC	A-4, A-6	100	100	95-100	45-65	27-35	8-15
	13-49	Sandy clay loam, clay loam.	CL, SC	A-6, A-7	100	95-100	90-100	45-65	34-43	15-22
	49-72	Sandy clay loam, clay loam.	CL, SC	A-6	90-100	80-100	80-95	40-65	30-40	11-20
50---------- Ramadero	0-21	Sandy clay loam	CL, SC	A-6, A-4	100	100	95-100	45-65	27-39	9-18
	21-65	Sandy clay loam, clay loam.	CL, SC	A-6, A-7	100	95-100	90-100	45-65	32-42	13-21
51:*										
Randado---------	0-9	Fine sandy loam	SM, SM-SC	A-2-4	75-100	70-100	70-100	20-35	<25	NP-7
	9-16	Fine sandy loam, sandy clay loam.	SC, SM-SC, GC	A-2-4, A-2-6, A-4, A-6	65-100	60-100	60-100	25-50	25-34	7-14
	16-60	Cemented---------	---	---	---	---	---	---	---	---
Cuevitas--------	0-8	Fine sandy loam	SM, SM-SC, SC	A-2-4	80-100	80-100	80-100	20-35	<28	NP-9
	8-60	Cemented---------	---	---	---	---	---	---	---	---
52, 53---------- Raymondville	0-15	Clay loam--------	CL	A-6, A-7-6	100	100	95-100	51-85	37-50	18-30
	15-43	Clay, clay loam	CL, CH	A-6, A-7-6	100	95-100	95-100	75-95	38-55	19-35
	43-65	Clay, clay loam	CL, CH	A-7-6	100	85-100	80-100	75-95	40-53	20-30
54:*										
Raymondville----	0-15	Clay loam--------	CL	A-6, A-7-6	100	100	95-100	51-85	37-50	18-30
	15-43	Clay, clay loam	CL, CH	A-6, A-7-6	100	95-100	95-100	75-95	38-55	19-35
	43-65	Clay, clay loam	CL, CH	A-7-6	100	85-100	80-100	75-95	40-53	20-30
Urban land.										
55, 56---------- Reynosa	0-15	Silty clay loam	CL, CL-ML	A-6, A-4, A-7-6	100	100	95-100	80-100	25-45	7-25
	15-48	Silty clay loam, silt loam.	CL	A-6, A-4, A-7-6	100	100	95-100	80-100	28-44	9-23
	48-65	Stratified silty clay loam to silt loam.	CL, CL-ML	A-6, A-4, A-7-6	100	100	90-100	70-100	20-49	4-29
57:*										
Reynosa---------	0-15	Silty clay loam	CL, CL-ML	A-6, A-4, A-7-6	100	100	95-100	80-100	25-45	7-25
	15-48	Silty clay loam, silt loam.	CL	A-6, A-4, A-7-6	100	100	95-100	80-100	28-44	9-23
	48-65	Stratified silty clay loam to silt loam.	CL, CL-ML	A-6, A-4, A-7-6	100	100	90-100	70-100	20-49	4-29
Urban land.										
58, 59---------- Rio	0-12	Fine sandy loam	SC, SM-SC	A-2-4, A-4	95-100	95-100	95-100	30-48	<30	5-10
	12-38	Clay loam, clay	CL, CH	A-7-6	95-100	95-100	95-100	75-95	43-57	21-32
	38-63	Clay loam, sandy clay, sandy clay loam.	CL	A-7-6	95-100	95-100	85-95	55-80	41-50	20-27

See footnote at end of table.

TABLE 18.--SOIL AND WATER FEATURES

["Flooding" and "water table" and terms such as "rare," "brief," "apparent," and "perched" are explained in the text. The symbol > means more than. Absence of an entry indicates that the feature is not a concern]

Map symbol and soil name	Hydrologic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Concrete
					Ft			In			
1.* Arents											
2 Benito	D	Occasional	Long	Sep-May	4.0-6.0	Apparent	Sep-May	---	---	High	Low.
3, 4 Brennan	B	None	---	---	>6.0	---	---	---	---	Moderate	Low.
5, 6 Camargo	B	Rare	Brief	Sep-May	>6.0	---	---	---	---	Moderate	Low.
7 Cameron	D	None	---	---	5.0-6.0	Apparent	Sep-May	---	---	High	Low.
8 Comitas	A	None	---	---	>6.0	---	---	---	---	Low	Low.
9, 10, 11 Delfina	B	None	---	---	2.5-5.0	Apparent	Sep-May	---	---	High	Low.
12 Delmita	C	None	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
13:*											
Delmita	C	None	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
Randado	C	None	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
14 Falfurrias	A	None	---	---	>6.0	---	---	---	---	Low	Low.
15** Grulla	D	Frequent	Very long	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High	Low.
16, 17, 18 Hargill	B	None	---	---	>6.0	---	---	---	---	High	Low.
19 Harlingen	D	None	---	---	>6.0	---	---	---	---	High	Low.
20 Harlingen	D	None	---	---	5.0-6.0	---	---	---	---	High	Moderate.
21:*											
Harlingen	D	None to rare	---	---	>6.0	---	---	---	---	High	Low.
Urban land.											
22, 23, 24 Hebbronville	B	None	---	---	>6.0	---	---	---	---	Low	Low.
25, 26, 27, 28, 29 Hidalgo	B	None	---	---	>6.0	---	---	---	---	High	Low.
30 Hidalgo	B	None	---	---	2.5-5.0	Apparent	Sep-May	---	---	High	Low.
31:*											
Hidalgo	B	None	---	---	>6.0	---	---	---	---	High	Low.
Urban land.											
32:*											
Jimenez	C	None	---	---	>6.0	---	---	7-20	Thin	High	Low.

See footnotes at end of table.

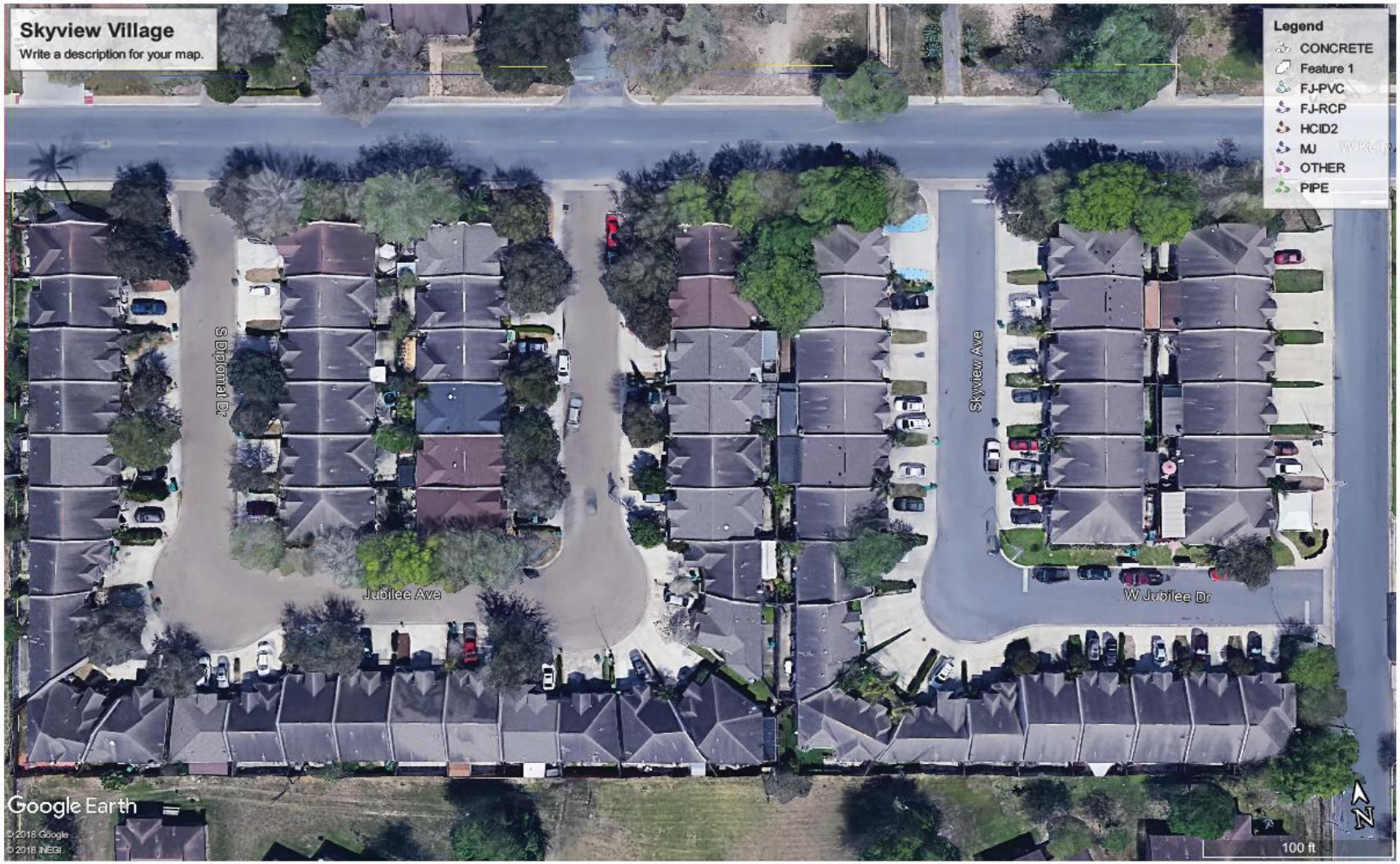
TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth	USDA texture	Classification: Unified	Classification: AASHTO	Percentage passing sieve number--: 4	10	40	200	Liquid limit	Plasticity index
	In								Pct	
45,* 46,* 47.* Pits										
48, 49---------- Racombes	0-13	Sandy clay loam	CL, SC	A-4, A-6	100	100	95-100	45-65	27-35	8-15
	13-49	Sandy clay loam, clay loam.	CL, SC	A-6, A-7	100	95-100	90-100	45-65	34-43	15-22
	49-72	Sandy clay loam, clay loam.	CL, SC	A-6	90-100	80-100	80-95	40-65	30-40	11-20
50---------- Ramadero	0-21	Sandy clay loam	CL, SC	A-6, A-4	100	100	95-100	45-65	27-39	9-18
	21-65	Sandy clay loam, clay loam.	CL, SC	A-6, A-7	100	95-100	90-100	45-65	32-42	13-21
51:*										
Randado---------	0-9	Fine sandy loam	SM, SM-SC	A-2-4	75-100	70-100	70-100	20-35	<25	NP-7
	9-16	Fine sandy loam, sandy clay loam.	SC, SM-SC, GC	A-2-4, A-2-6, A-4, A-6	65-100	60-100	60-100	25-50	25-34	7-14
	16-60	Cemented---------	---	---	---	---	---	---	---	---
Cuevitas--------	0-8	Fine sandy loam	SM, SM-SC, SC	A-2-4	80-100	80-100	80-100	20-35	<28	NP-9
	8-60	Cemented---------	---	---	---	---	---	---	---	---
52, 53---------- Raymondville	0-15	Clay loam--------	CL	A-6, A-7-6	100	100	95-100	51-85	37-50	18-30
	15-43	Clay, clay loam	CL, CH	A-6, A-7-6	100	95-100	95-100	75-95	38-55	19-35
	43-65	Clay, clay loam	CL, CH	A-7-6	100	85-100	80-100	75-95	40-53	20-30
54:*										
Raymondville----	0-15	Clay loam--------	CL	A-6, A-7-6	100	100	95-100	51-85	37-50	18-30
	15-43	Clay, clay loam	CL, CH	A-6, A-7-6	100	95-100	95-100	75-95	38-55	19-35
	43-65	Clay, clay loam	CL, CH	A-7-6	100	85-100	80-100	75-95	40-53	20-30
Urban land.										
55, 56---------- Reynosa	0-15	Silty clay loam	CL, CL-ML	A-6, A-4, A-7-6	100	100	95-100	80-100	25-45	7-25
	15-48	Silty clay loam, silt loam.	CL	A-6, A-4, A-7-6	100	100	95-100	80-100	28-44	9-23
	48-65	Stratified silty clay loam to silt loam.	CL, CL-ML	A-6, A-4, A-7-6	100	100	90-100	70-100	20-49	4-29
57:*										
Reynosa---------	0-15	Silty clay loam	CL, CL-ML	A-6, A-4, A-7-6	100	100	95-100	80-100	25-45	7-25
	15-48	Silty clay loam, silt loam.	CL	A-6, A-4, A-7-6	100	100	95-100	80-100	28-44	9-23
	48-65	Stratified silty clay loam to silt loam.	CL, CL-ML	A-6, A-4, A-7-6	100	100	90-100	70-100	20-49	4-29
Urban land.										
58, 59---------- Rio	0-12	Fine sandy loam	SC, SM-SC	A-2-4, A-4	95-100	95-100	95-100	30-48	<30	5-10
	12-38	Clay loam, clay	CL, CH	A-7-6	95-100	95-100	95-100	75-95	43-57	21-32
	38-63	Clay loam, sandy clay, sandy clay loam.	CL	A-7-6	95-100	95-100	85-95	55-80	41-50	20-27

See footnote at end of table.

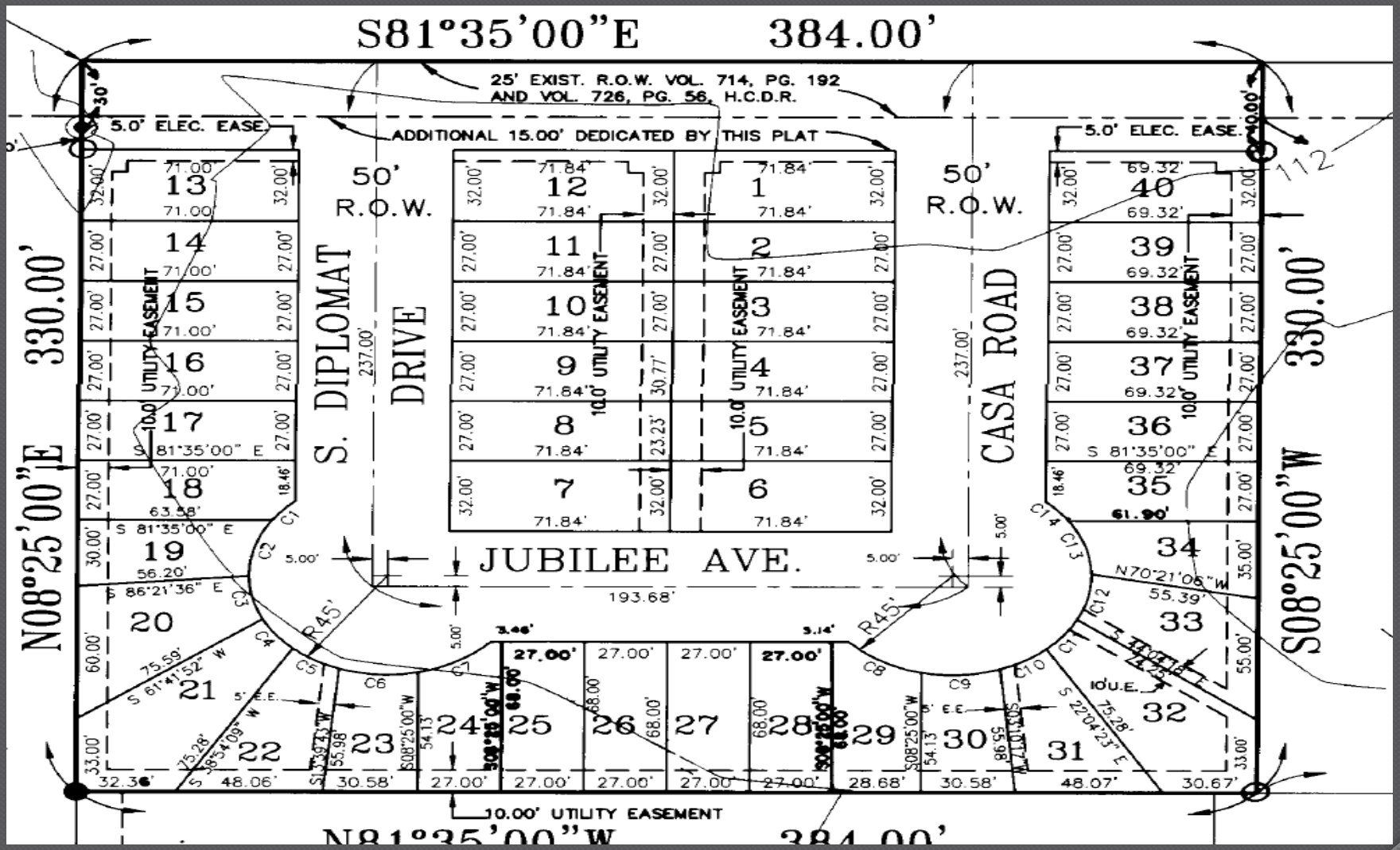
IV. DISCUSSION AND CONSIDERATION

B. Final Plat– Maria Bonita Subdivision



IV. DISCUSSION AND CONSIDERATION

B. Final Plat– Maria Bonita Subdivision



IV. DISCUSSION AND CONSIDERATION

B. Final Plat– Maria Bonita Subdivision

IV. DISCUSSION AND CONSIDERATION

B. Final Plat– Maria Bonita Subdivision

IV. DISCUSSION AND CONSIDERATION

B. Final Plat– Maria Bonita Subdivision

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1695

From:
Mardoqueo Hinojosa

Subject:
Discussion and consideration to approve the Final Plat for Bocanegra Solis Subdivision – being a 5.00 acre tract of land being the west 5.00 acres of the east 12.00 acres of the south 33.75 acres of Farm Tract 625, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the north side of Mile 7 North Road, 700 feet east of Midway Road. Possible action. (Staffed by Planning and Code Enforcement.)

Background:
The proposed two (2) lot subdivision is outside the City of Weslaco city limits. This subdivision is being serviced with water by N.A.W.S.C. through a 3" water line and sewer service through OSSF, as they are requesting a variance. The property is within a Flood Zone "X".

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

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

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

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
Planning and Zoning recommended approval of plat and sanitary sewer variance.

Kayla Arevalo	Created/Initiated
Mardoqueo Hinojosa	Approved
Mike Perez	Final Approval

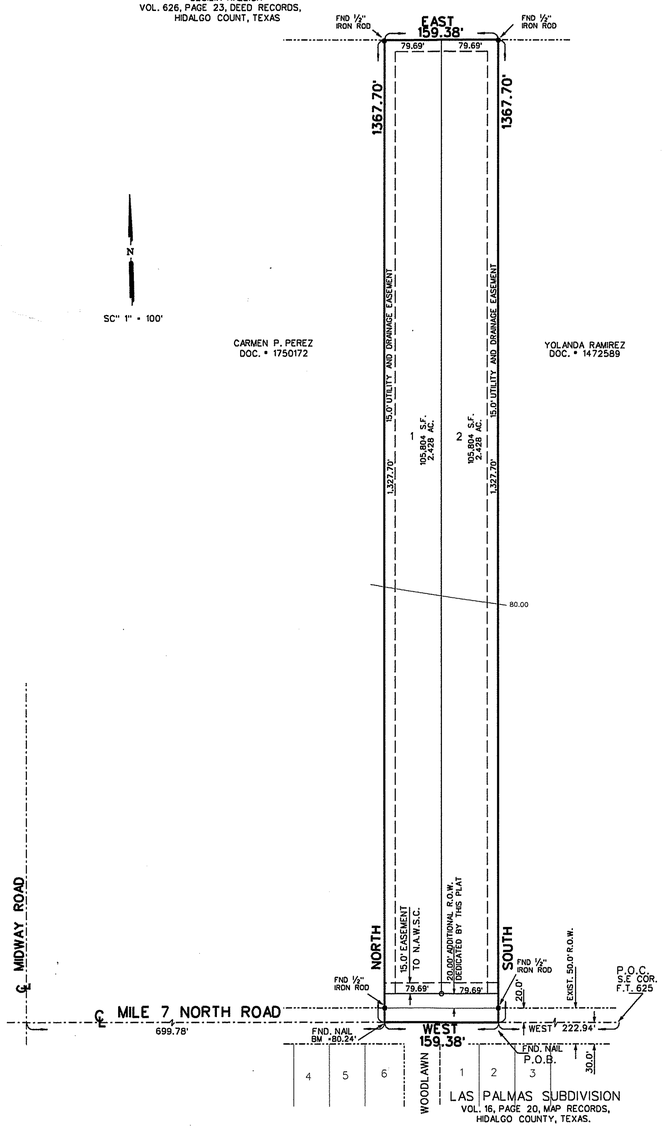
City Manager Comments:
Approve.

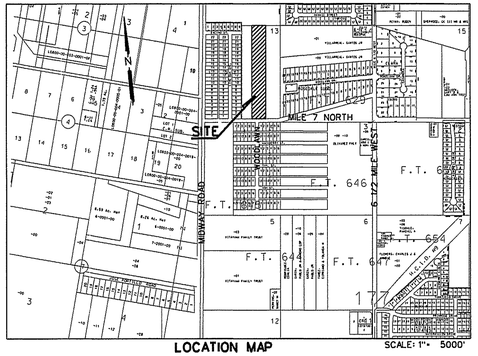
Staff Recommendation:
Staff recommends approval and compliance with ordinance as it relates to sanitary sewer variance.

Attachments, if any:
Bocanegra Solis (1), Bocanegra Solis Subdivision - attachments

Responsibilities upon Approval:
Staff will notify applicant.

BOCANEGRA SOLIS SUBDIVISION





LOCATION MAP SCALE: 1"= 5000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
BOCANEGRA SOLIS SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED WESTERLY HIDALGO COUNTY, ON THE NORTH SIDE OF MILE 7 NORTH ROAD, 209.10 FEET OF MIDWAY ROAD. THE ONLY NEARBY MUNICIPALY IS THE CITY OF WESLACO ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 37,791/2015 CENSUS). BOCANEGRA SOLIS SUBDIVISION LIES APPROXIMATELY 1.2 MILES FROM THE CITY LIMITS OF WESLACO AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 40.0'
   REAR 30.0' OR EASEMENT WHICH EVER IS GREATER
   SIDE 15.0' OR EASEMENT WHICH EVER IS GREATER

2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ● -DENOTES 1/2 " IRON ROD SET UNLESS OTHERWISE NOTED.

4. BENCHMARK NOTE:
   THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   BENCH MARK ELEV. = 80.24', N.G.V.D. 29, NAIL AT SOUTHWEST CORNER OF THIS SUBDIVISION.

5. FLOOD ZONE DESIGNATION:
   FLOOD ZONE "X"
   AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
   COMMUNITY-PANEL No. 480334 0450 C
   MAP REVISED: JUNE 6, 2000
   MAP REVISED TO REFLECT LOMR: MAY-30-2002.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 7,915 CUBIC -FEET 0.18 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITHIN THE LOTS

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

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

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
   NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
   THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:

   1. ANCHORING OF SEPTIC TANK(s)
   2. BACK FLOW VALVES
   3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

11. HERIBERTO BOCANEGRA AND ADRIAN SOLIS, THE OWNERS & SUBDIVIDERS OF BOCANEGRA SOLIS SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

14. THE PURCHASE OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL A DRIVEWAY CULVERT REINFORCE CONCRETE PIPE NO LESS THAN 15 INCH IN DIAMETER AND 24 FEET IN LEGHT.

15. 4.0' CONC. SIDEWALK WILL BE CONSTRUCTED AT THE TIME OF BUILDING PERMIT PHASE. ALONG THE NORTH SIDE OF MILE 7 NORTH ROAD

16. A STREET LIGHT WILL BE REQUIRED AT THE TIME OF BUILDING PERMIT

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	HERIBERTO BOCANEGRA	3110 MILE 7 NORTH RD	WESLACO, TEXAS.	(956) 563-5188
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

A 5.00 ACRE TRACT OF LAND BEING THE WEST 5.00 ACRES OF THE EAST 12.00 ACRES OF THE SOUTH 33.75 ACRES OF FARM TRACT 625, WEST TRACT SUBDIVISION ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO RELEASE OF LIEN RECORDED UNDER DOCUMENT NUMBER 881838, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

BEING A 5.00 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF THE WEST OF THE EAST 12.00 ACRES OF THE SOUTH 33.75 ACRES OF FARM TRACT 625, WEST TRACT SUBDIVISION ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO RELEASE OF LIEN RECORDED UNDER DOCUMENT NUMBER881838, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND ON THE SOUTH LINE OF FARM TRACT 625 AND IN THE CENTERLINE OF MILE 7 NORTH ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID NAIL BERAS WET, 222.94 FEET FROM THE SOUTHEAST CORNER OF FARM TRACT 625,

THENCE: WEST ALONG THE SOUTH LINE OF FARM TRACT 625 AND THE CENTERLINE OF MILE 7 NORTH ROAD, A DISTANCE OF 159.38 FEET TO A NAIL FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT:

THENCE: NORTH, PASSING AT 20.00 FEET TO A ½" IRON ROD FOUND AT 20.00 FEET FOR THE NORTH R.O.W. LINE OF MILE 7 NORTH ROAD, A TOTAL DISTANCE OF 1,367.70 FEET TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT:

THENCE: EAST, A DISTANCE OF 159.38 FEET TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT:

THENCE: SOUTH, PASSING AT 1,347.70 FEET TO A ½" IRON ROD FOUND FOR THE NORTH R.O.W. LINE OF MILE 7 NORTH ROAD, A TOTAL DISTANCE OF 1,367.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIONS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HERBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HERIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT. WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF_____ ,2018

OWNER: HERIBERTO BOCANEGRA DATE
3110 MILE 7 NORTH ROAD
WESLACO, TEXAS. 78596

OWNER: ADRIAN SOLIS DATE
3110 MILE 7 NORTH ROAD
WESLACO, TEXAS. 78596

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS _____ DAY OF_____ , 2018

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID No. 9 RIGHTS-OF-WAY AND/ OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. No. 9
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID No. 9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITH IN THIS SUBDIVISION. AS WILL HCCID No. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITH IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.
4. HCCID No. 9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

_____
GENERAL MANAGER

HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9

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

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

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF BOCANEGRA SOLIS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ _____, 2018.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST:_____
HIDALGO COUNTY CLERK DATE

DATE OF PREPARATION: FEBRUARY 25, 2018

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
WE HERIBERTO BOCANEGRA AND ADRIAN SOLIS OWNER OF THE 5.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED " BOCANEGRA SOLIS SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

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

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER: HERIBERTO BOCANEGRA DATE
3110 MILE 7 NORTH ROAD
WESLACO, TEXAS. 78596

OWNER: ADRIAN SOLIS DATE
3110 MILE 7 NORTH ROAD
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED HERIBERTO BOCANEGRA AND ADRIAN SOLIS PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF _____ , 2018

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

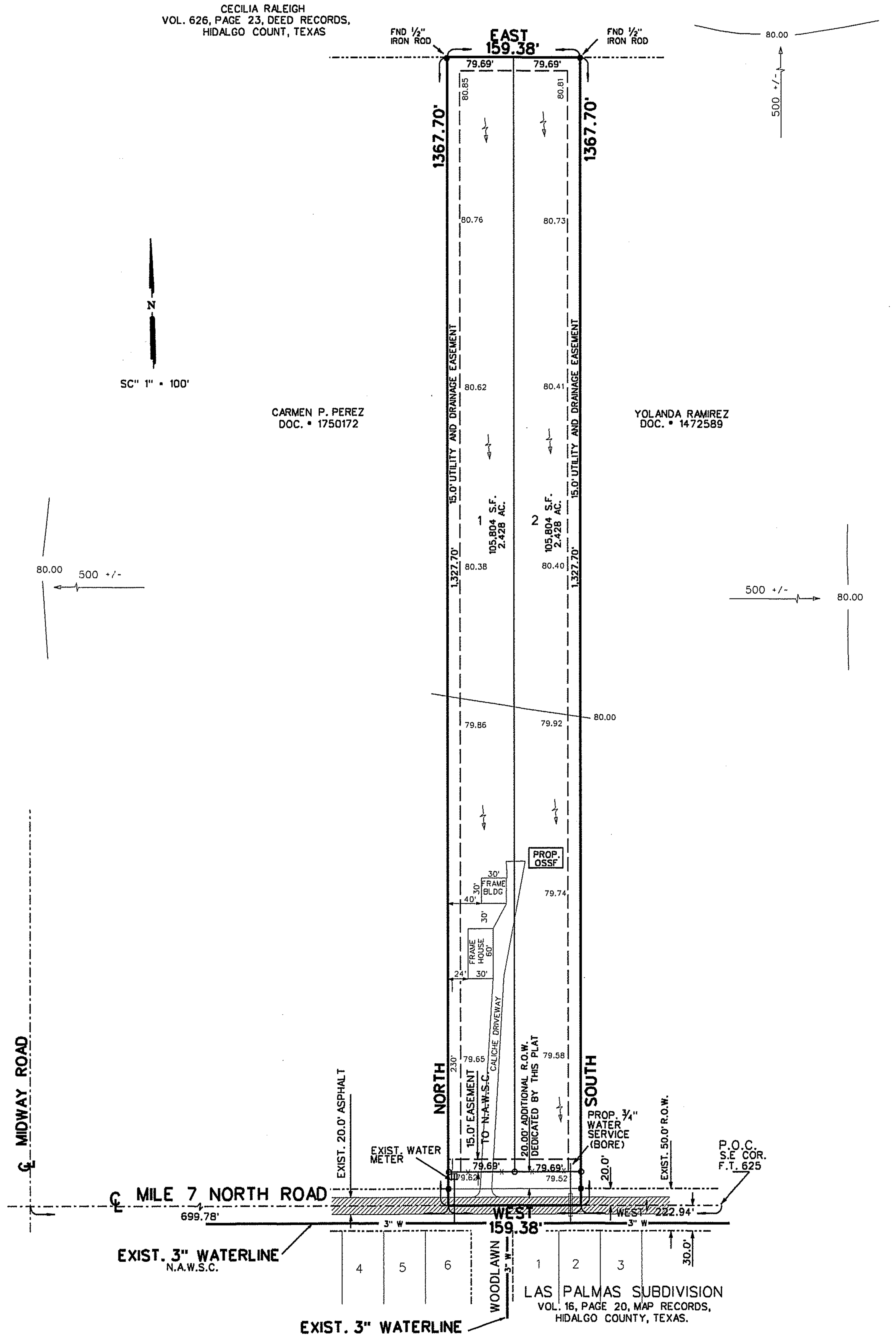
I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF WESLACO, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

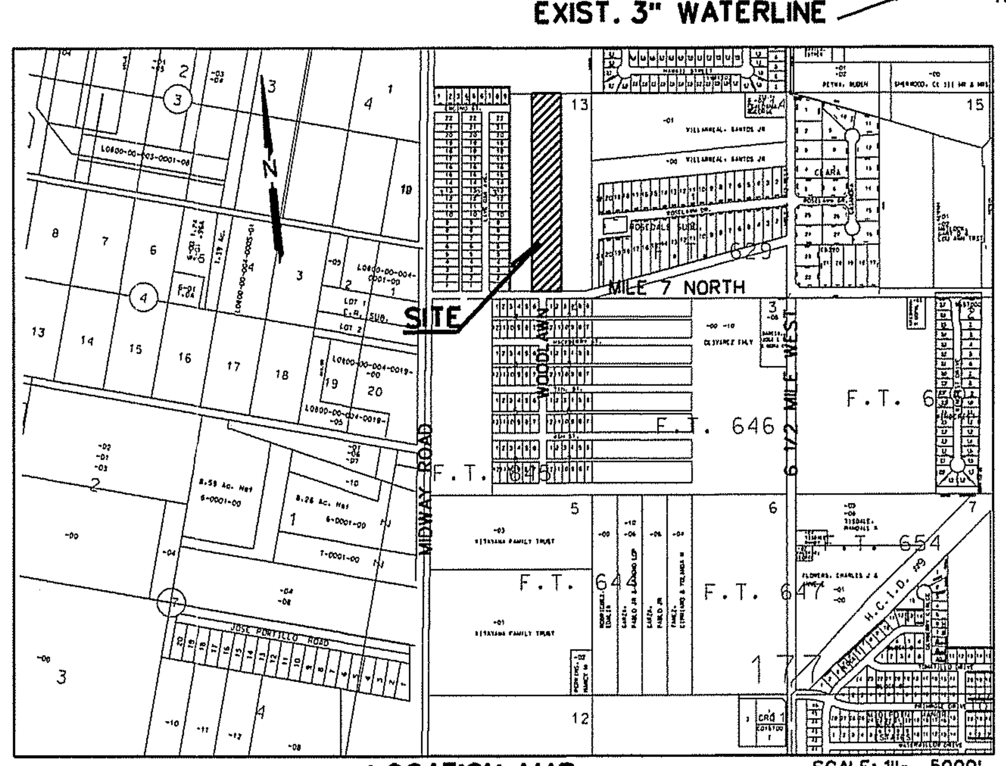
_____ _____
MAYOR, CITY OF WESLACO DATE CITY SECRETARY DATE

THIS SUBDIVISION PLAT OF BOCANEGRA SOLIS SUBDIVISION HAS BEEN SUBMITED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____ , 2017 A.D.

_____
CHAIRMAN, PLANNING & ZONING COMMISSION

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE U





LOCATION MAP SCALE: 1"= 5000'

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

BOCANEGRA SOLIS SUBDIVISION

A 5.00 ACRE TRACT OF LAND BEING THE WEST 5.00 ACRES OF THE EAST 12.00 ACRES OF THE SOUTH 33.75 ACRES OF FARM TRACT 625, WEST TRACT SUBDIVISION ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO RELEASE OF LIEN RECORDED UNDER DOCUMENT NUMBER 881838, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

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 LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- WE HERIBERTO BOCANEGRA AND ADRIAN SOLIS SUBDIVIDERS OF BOCANEGRA SOLIS SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE. QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: HERIBERTO BOCANEGRA DATE
3110 MILE 7 NORTH ROAD
WESLACO, TEXAS. 78596

OWNER: ADRIAN SOLIS DATE
3110 MILE 7 NORTH ROAD
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED HERIBERTO BOCANEGRA AND ADRIAN SOLIS PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF ____________ , 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

BOCANEGRA SOLIS SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.). THE SUBDIVIDER, AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 3" DIAMETER WATERLINE RUNNING ALONG THE SOUTH RIGHT-OF-WAY OF OF MILE 7 NORTH ROAD

WATER DISTRIBUTION FOR BOCANEGRA SOLIS SUBDIVISION CONSIST OF AN EXISTING WATER METER ON LOT 1, AND A 1-3/4" PROPOSED SINGLE WATER SERVICE FOR LOT 2, SAID SERVICE TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $1,200.00, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $750.00, WHICH COVERS THE COST FOR LOTS 1 AND 2, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR LOT 2

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. ,AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

LOT 1 HAS AN EXISTING WATER METER

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM BOCANEGRA SOLIS SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR ISACC MATA REG. # 11121. HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS III SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL COST OF $1,500.00. THE HIDALGO COUNTY HEALTH DEPATMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON ____________________

LOT 1 HAVE AND EXISTING OSSF

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWEAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METER AND FIRE HYDRANT WILL COST A GRAND TOTAL OF $1,950.00

SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,500.00

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

DRAINAGE REPORT:

FEBRUARY 2018
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.
BOCANEGRA SOLIS SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE NORTH SIDE OF MILE 7 NORTH ROAD, 699.78 FEET EAST OF MIDWAY ROAD.

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X";
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C
MAP REVISED: JUNE 6, 2000.
MAP REVISED TO REFLECT LOMR: MAY 30, 2002.

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO (28) SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOPED, LOT 1 HAVE AN EXISTING HOUSE THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY (0.01%). EXISTING RUNOFF (1.97 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE SOUTH SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF TWO LOTS FOR RESIDENTIAL USE. THE STORM SEWER RUNOFF AFTER DEVELOPMENT WILL BE INCREASE 1.33 CFS FOR A TOTAL 3.3 CFS. I HAVE CALCULATE THAT 7,916 CF OF STORM SEWER FOR A 25-YEAR DESIGN FREQUENCY AND WILL DETEINED WITHIN THE PROPERTY BY EXISTING NATURAL LOW AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH OF MILE 7 NORTH ROAD. AN 18 PIPE WITH SAFETY END TREATMENT WILL BE REQUIRED AT DRIVEWAYS

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A FLOOD ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
COMMUNITY-PANEL No. 480334 0450 C
MAP REVISED: JUNE 6, 2000.
MAP REVISED TO REFLECT LOMR: MAY 30, 2002.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE BOCANEGRA SOLIS SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE BOCANEGRA SOLIS SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 3 PULGADAS DE DIAMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA MILE 7 NORTH ROAD

DEL CONDUCTO DE AGUA DE 3 PULGADAS EXISTE UN MEDIDOR DE AGUA PARA EL LOTE 1, Y PARA EL LOTE 2 SE INSTALARA UN CONDUCTO DE AGUA DE ¾ DE PULGADA , EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 1,200.00

PARA EL LOTE 2 . EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C. $750.00 POR EL LOTE 1 Y 2. QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA EL LOTE 2. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE 2 SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C.. LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

YA EXISTE UN MEDIDOR DE AGUA PARA EL LOTE 1

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. ISAAC MATA AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.
CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 60 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROVACION FINAL. A UN COSTO TOTAL DE $1,500.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE ____________________

YA EXISTE UNA FOSA SEPTICA EN EL LOTE 1

CERTIFICATION:

CON MIFIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $1,950.00

DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $1,500.00 PARA EL LOTE 2.

GUILLERMO A. ARRATIA 2/26/18
LICENSED PROFESSIONAL ENGINNER # 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 1,950.00
SEPTIC TANK SYSTEM	$ 1,500.00
DRAINAGE	$ 000.00

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
BOCANEGRA SOLIS SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED WESTERLY HIDALGO COUNTY, ON THE NORTH SIDE OF MILE 7 NORTH ROAD, 209.10 FEET OF MIDWAY ROAD. THE ONLY NEARBY MUNICIPALY IS THE CITY OF WESLACO ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 37,791/2015 CENSUS). BOCANEGRA SOLIS SUBDIVISION LIES APPROXIMATELY 1.2 MILES FROM THE CITY LIMITS OF WESLACO AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	HERIBERTO BOCANEGRA	3110 MILE 7 NORTH RD	WESLACO, TEXAS.	(956) 563-5188
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

DATE OF PREPARATION: FEBRUARY 25, 2018

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

SHEET 2OF 2

INDEX TO SHEET OF BOCANEGRA SOLIS	
SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED: H.C.D.D. No. 1 CERTIFICATION: H.C.C.I.D. No. 9 CERTIFICATE OF APPROVAL: REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION): TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

RECEIVED
MAR 2 1 2018
Per

SUBDIVISION PLATTING APPLICATION

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

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

FILE NO. SUB 18-00007

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: BOCANEGRA SOLIS SUBDIVISION

Location: NORTH SIDE OF MICE 7 NORTH, 699.78' EAST OF MIDWAY RD.

Legal Description: A 5.00 ACRE TRACT OF LAND BEING THE WEST 5.00 ACRES OF THE EAST 12.00 ACRES OF THE SOUTH 33.25 ACRES OF FARM TRACT 625, WEST TRACT SUBD. HIDALGO COUNTY TEXAS

Is subdivision inside city limits? ☐ YES ☑ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R1

Existing Land Use: RESIDENTIAL Proposed Land Use: RESIDENTIAL

Number of Lots Proposed: 2 Gross Acreage: 2.5 ACRES

Title Report Submitted: ☐ YES ☑ NO

OWNER INFORMATION

Owner's Name: Heriberto Bocanegra / Abraham Solis Telephone: 563-5188

Address: 3110 MICE 7 NORTH RD. Fax: N/A

City: Weslaco State: TX Zip: 78596 E-mail: N/A

ENGINEER INFORMATION

Name: WILLIE ARRACIA, P.E. Telephone: 784-0218

Address: 526 N. 5th St. Fax: N/A

City: Donna State: TX Zip: 78537 E-mail: naiaengineering@yahoo.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☑ YES ☐ NO Water Provision: N.A.W.S.C.

☑ YES ☐ NO Wastewater Provision: OSSF

☑ YES ☐ NO Electric Company: AEP

☐ YES ☑ NO Phone Utility_____	☐ YES ☑ NO Gas Utility	☐ YES ☑ NO Cable Utility

Proposed subdivision is in the following districts:

☑ YES ☐ NO Drainage District 1	☑ YES ☐ NO Irrigation District 9

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

_____**$350.00** Planning Review fee

_____One 11" X 17" reduced copy of plat

_____Plat Layout

- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements
- _____Contours
- _____Flood Zones
- _____Adjoiners
- _____Existing street names

_____Drainage plans and calculations with engineer's seal

- _____Elevations
- _____Flood directional arrows
- _____Detention areas
- _____Street names

_____Proof of ownership of the property

_____If septic tank system required, submit soil evaluation report

_____Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

_____One 11" X 17" reduced copy of plat

_____Plat Layout

- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements

_____Contours
_____Flood Zones
_____Adjoiners
_____Existing & Proposed street names
_____Utility Layout
_____Existing & Proposed Utilities
_____Proposed Fire Hydrants
_____Adjoiners
_____Street names
_____Drainage plans and calculations with engineer's seal
_____Elevations
_____Flood directional arrows
_____Detention areas
_____Street names
_____Proof of ownership of the property
_____If septic tank system required, submit soil evaluation report
_____Water Rights associated with the property
_____Tax Receipt for all taxing entities showing that taxes are paid in full
_____Number of fire hydrants proposed for subdivision
_____Trip Generation Worksheet

SUBMITTALS REQUIRED FOR FINAL (P & Z) **Will not apply to Single Lot Variance**
✓ **Twelve (12)** sets of plans **FOLDED & STAPLED** (24 x 36) & **PDF** copy **with all corrections**
_____Plats to be sealed by Professional Engineer
_____Approved Drainage Report
_____Traffic Impact Analysis (If required)

SUBMITTALS REQUIRED FOR FINAL (City Commission)
✓ One set of 8 ½ x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING
_____Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
_____Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
_____Notice of Intent
_____SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING
_____Electronic file of final plat and as-builds
_____Reproducible plat to be recorded with all required signatures
_____3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
_____2% inspection fee
_____Park Fees
_____Checks or Receipts: HCCID #9; HCDD #1; County Clerk
_____Tax certificates
_____Memo from engineering inspector releasing subdivision
_____Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
_____30 Year Water and 30 Year Sewer Service Agreements
_____Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY
_____ Sealed engineering cost estimates
_____ Letter of Credit/Performance Bond/Escrow

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Heriberto Bocanegra
Abraham Solis

Owner Signature: Heriberto Bocanegra Date: 2-16-18

Abraham Solis is the authorized agent

Authorized Agent Signature: [signature] Date: 2-16-18

Authorized Agent Printed Name: Willie Arratia

****

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Commission Approval on Prel

P & Z Commission Approval on Fina

City Commission Approval on Final

Preconstruction Meeting Date: _____

Date Recorded: _____

General Comments: _____

CITY OF WESLACO
956-968-3181

REC#: 02364443 3/22/2018 3:50 PM
OPER: VEM TERM: 003
REF#: 2076
PAID BY:

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

TRAN: 203.0000 SUBDIVISION INSPECT
HERIBERTO BOCANEGRA
01 -400-1025
SUBDIVISION INSPECT 350.00CR

TENDERED: 355.00 CHECK
APPLIED: 355.00-

CHANGE: 0.00

APPLICATION FOR VARIANCE

RECEIVED
MAR 21 2018
Per

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. VAR 18-00013

GENERAL INFORMATION

Name of Subdivision: BOCANEGRA SOLIS SUBDIVISION

Location: NORTH SIDE OF MILE 7 NORTH, 699.78' EAST OF HIDWAY RD.

Legal Description: A 5.00 ACRE TRACT OF LAND BEING THE WEST 5.00 ACRES OF THE EAST 12.00 ACRES OF THE SOUTH 33.75 ACRES OF FARM TRACT 625, WEST TRACT SUBDIVISION HIDALGO COUNTY, TEXAS.

VARIANCE TYPE:

☐ Streetlights ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☑ Sanitary Sewer ☑ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Fire Hydrants ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Drainage ☐ YES ☐ NO

Describe in detail the reason for the variance request:

□ Minimum Lot Size □ YES □ NO

Describe in detail the reason for the variance request:

_____

_____

□ Sidewalks □ YES □ NO

Describe in detail the reason for the variance request:

_____

_____

□ Easement Requirements □ YES □ NO

Describe in detail the reason for the variance request:

_____

_____

OWNER INFORMATION

Owner's Name: _____ Telephone: _____

Address: _____ Fax: _____

City: _____ State: _____ Zip: _____ E-mail: _____

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Heriberto Boranegra Abraham Solis

Owner Signature: Heriberto Boranegra Date: 2-16-18

Abraham Solis is the authorized agent

Authorized Agent Signature: [signature] Date: 2-16-18

Authorized Agent Printed Name: Willie Anatic

****

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid_____

P & Z Meeting_____ City Commission Mtg_____

Variance Granted: _____

_____

General Comments: _____

_____

CITY OF WESLACO
956-968-3181

REC#: 02364444 3/22/2018 3:50 PM
OPER: VEM TERM: 003
REF#: 2075
PAID BY:

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

TRAN: 203.0000 SUBDIVISION INSPECT
HERIBERTO BOCANEGRA
01 -400-1025
SUBDIVISION INSPECT 50.00CR

TENDERED: 55.00 CHECK
APPLIED: 55.00-

CHANGE: 0.00

SUBDIVISION REVIEW APPLICATION

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

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

FILE NO. SRV 18-00007

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

GENERAL INFORMATION

Name of Subdivision: BOCANEGRA SOLIS SUBDIVISION

Location: North side of Mile 7 North, 699.78' EAST OF MIDWAY RD.

Legal Description: THE WEST 5.00 ACRES OF THE EAST 12.00 ACRES OF THE SOUTH 33.75 ACRES OF FARM TRACT 625, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS.

Is subdivision inside city limits? ☑ YES ☐ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: _____

Existing Land Use: RESIDENTIAL Proposed Land Use: RESIDENTIAL

Number of Lots Proposed: 2 Gross Acreage: _____

Title Report Submitted: ☐ YES ☑ NO

OWNER INFORMATION

Owner's Name: HERIBERTO BOCANEGRA Telephone: 563-5188

Address: 3110 MILE 7 NORTH Fax: _____

City: WESLACO State: TX Zip: 78596 E-mail: _____

ENGINEER INFORMATION

Name: GUILLERMO ARRATIA Telephone: 784-0218

Address: 526 N. 5th St. Fax: _____

City: Donna State: TX Zip: 78537 E-mail: nainengineering@yahoo.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☑ YES ☐ NO Water Provision: N.A.W.S.C.

☑ YES ☐ NO Wastewater Provision: OSSF

☑ 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 No. 1	☑ YES ☐ NO Irrigation District No. 9

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

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

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

SUBMITTALS REQUIRED FOR SUBDIVISION REVIEW

_____**Seven (7)** sets of preliminary plat **folded and stapled** (24 x 36) and forward a copy in PDF format to **mhinojosa@weslacotx.gov** & **rdelafuente@weslacotx.gov**

_____**$50.00** Subdivision Review fee

_____One 11" X 17" reduced copy of plat

_____Plat Layout

- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements
- _____Contours
- _____Flood Zones
- _____Adjoiners
- _____Existing & Proposed street names

_____Utility Layout

- _____Existing & Proposed Utilities
- _____Proposed Fire Hydrants
- _____Adjoiners
- _____Street names

_____Drainage plans and calculations with engineer's seal

- _____Elevations
- _____Flood directional arrows
- _____Detention areas
- _____Street names

_____Proof of ownership of the property

_____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

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: Heriberto Bocanegra
Abraham Solis

Owner Signature: Heriberto Bocanegra Date: 2-16-18

Abraham Solis is the authorized agent

Authorized Agent Signature: [signature] Date: 2-16-18

Authorized Agent Printed Name: Willie Arratia

****

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

Prel

Gen

CITY OF WESLACO
956-968-3181

REC#: 02356446 3/02/2018 8:36 AM
OPER: MDTam TERM: 006
REF#: 2068
PAID BY:

TRAN: 235.1000 PROCESSING FEE
GUILLERMO ARRATIA
SRV 18-00007
01 -400-3200
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT
GUILLERMO ARRATIA
SRV 18-00007
01 -400-1025
SUBDIVISION INSPECT 50.00CR

TENDERED: 55.00 CHECK
APPLIED: 55.00-

CHANGE: 0.00

1298169

WARRANTY DEED

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: FEBRUARY 13,2004

GRANTOR: KYLE BENNETT, INDIVIDUALLY AND AS TRUSTEE FOR THE KYLE BENNETT LIVING TRUST

GRANTOR'S MAILING ADDRESS: P.O. BOX 365, La Blanca, Hidalgo County, Texas 78538

GRANTEE: HERIBERTO BOCANEGRA AND ADRIAN SOLIS

GRANTEE'S MAILING ADDRESS: P.O. BOX 148, LAWTON, MI 49065

CONSIDERATION: TEN AND NO/100 DOLLARS and other valuable consideration.

PROPERTY: The West 5.0 Acres of the East 12.0 Acres of the South 33.75 acres of Farm Tract 625, West Tract SUBDIVISION, Hidalgo County, Texas according to the map thereof recorded in Volume 2, Page 34 through 37, Map Records of Hidalgo County, Texas. See Exhibit "A" attached.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and

EXHIBIT "A"

TRACT 2:

The West 5.00 acres of the East 12.0 acres of the South 33.75 acres of Farm Tract 625, WEST TRACT SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 2, Pages 34 through 37, Map Records of Hidalgo County, Texas.

SUBJECT TO:

1. Prior reservations of all oil, gas, and other minerals in and under and that may be produced from the property, together with right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom.

2. Oil and Gas Lease dated June 8, 1982, from Walter J. Bach, Jr. Administrator of the Estate of Walter J. Bach, Deceased to Southpost Exploration, Inc., recorded in Volume 418, Page 10, Oil and Gas Lease Records of Hidalgo County, Texas.

3. All visible easements.

4. Easements, rights, rules, and regulations in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.

5. Road Easement along the South side of subject property as shown on plat recorded in Volume 2, Pages 34 through 37, Map Records of Hidalgo County, Texas.

6. Taxes for the year 1990, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

KYLE BENNETT, Individually
and as Trustee for the
Kyle Bennett Living Trust

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the 16 day of Feb., 2004, by **KYLE BENNETT**, Individually and as Trustee for the Kyle Bennett Living Trust.

DEBRA GARCIA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
OCTOBER 03, 2007

NOTARY PUBLIC, STATE OF
TEXAS, COUNTY OF HIDALGO
COMMISSION EXPIRES: 10-03-07
PRINT NAME: Debra Garcia

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Feb 17,2004 at 10:25A

As a Recording

Document Number: 1298169
Total Fees : 18.00

Receipt Number - 562528
By,
Gilbert Salinas, Deputy

CITY OF WESLACO

PLANNING AND CODE ENFORCEMENT DEPARTMENT

SUBDIVISION REVIEW

NAME OF SUBDIVISION:___Bocanegra Solis __3/13/2017_____

SIGN IN FORM

1	Name	Company	Phone #
2	Ma. Joqueo Hinojosa	City of Weslaco	956-447-3403
3	Rebekah dela Fuente	COW	447-3401
4	Efraim Trejo	City of Weslaco	ext 1407 447-3403
5	Charles Wagen	PD	463-1180
6	Rolando Luna	City of Weslaco	956-447-3403
7	Mike Scrinner	Weslaco FMO	447-3415
8	Mike Arratia	Main Engineering, LLC	784-0218
9			
10			
11			
12			
13			
14			
15			
16			
17			

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

INTERNAL MEMO

DATE: March 7, 2018

TO: Rebekah de la Fuente, Senior Planner
Efrain Tafolla/Construction Insp./CADD Supervisor
Gilbert Garcia, Construction Inspector
Pete Garcia, Public Works Director/ Olga Garza
Chris Sanchez, Fire Marshal/Mike Swinnea
Rolando Gonzalez, Building Official
Interim Chief Robert de la Cerda, Police Department

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

SUBJECT: Subdivision Review Meeting

A **subdivision review meeting** will be held on **Tuesday, March 13, 2018** in the Planning Department Conference Room B. It is imperative that you attend. Listed below is the subdivision that will be discussed:

- **Bocanegra Solis Subdivision – 9:00 a.m.**

Please make every effort to attend or send a representative, if you or a representative is unable to attend, submit your comments in writing. **Be advised that all comments must be received before the scheduled meeting in order to avoid delays of construction.**

Should you have any questions, please call 447-3401.

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET, DONNA, TEXAS. 78537 PH. (956) 784-0218
FIRM No. F-9050

DRAINAGE REPORT
For
BOCANEGRA SOLIS SUBDIVISION

Prepared by : Guillermo A. Arratia, P.E.

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

2/27/18

INDEX OF SHEETS

1. Cover Sheet
2. Index of Sheets
3. Drainage Report
4. Drainage Calculations – Exhibit "A"
5. Rainfall Intensity Table
6. Runoff Coeficient Table
7. Location Map – Exhibit "B"

8-9 FEMA Map Location "Exhibit "C"

10-11 Soil Map – Exhibit "D"

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET, DONNA, TEXAS. 78537 PH. (956) 784-0218
FIRM No. F-9050

DRAINAGE REPORT
For
BOCANEGRA SOLIS SUBDIVISION

I. PROJECT LOCATION

A 5.00 acre tract of land beibg the west 5.00 acres of the east 12.00 acres of the south33.75 acres out Farm Tract 625, West Tract Subdivision, according to the map recorded in volume 2, pages 34-37 , map records, Hidalgo County, Texas, and is located on the north side of Mile 7 North Road, 699.78 feet east of Midway Road and is located in the County of Hidalgo and within the 2 mile ETJ's of the city of Weslaco. (Refer to Exhibit B).

II. FLOOD PLAIN

The subject tract lies in Zone "X", Areas determined to be outside 50-year flood plain. F.E.M.A.-F.I.R.M. Map No. 480334 0450 C, Map Revised June 6, 2000. Map Revised to Reflect LOMR: May 30, 2002. (Refer to Exhibit C).

III. SOIL CONDITIONS

A review of the Soil Survey of Hidalgo County indicates the subject tract lies in an area of predominantly Hidalgo sandy clay loam soil that has a pour low shrink-swell potential and is listed in Hydrological Group B. (Refer to Exhibit D)

IV. EXISTING CONDITIONS

The subject tract is currently developed. Lot 1 has an existing house. The existing terrain has a grade of approximately (0.01%). Existing runoff (1.97 cfs) from the site is by form of sheet flow runs towards the south side of this tract.

V. PROPOSED CONDITIONS

The proposed conditions for this subject tract is for two lots for residential use. The storm runoff after development will be increase 1.33 cfs for a total 3.3 cfs, I have calculated that 7,916 cf of storm runoff for a 25 year design frequency, will be detained within the property by existing natural low areas, and will be out falling into the road side ditch of mile 7 North Road. An 18 inch pipe with safety end treatment will be required at driveway.

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

Guillermo Arratia, P.E.
2/22/18

DRAINAGE CALCULATIONS (25 Year Frequency)

EXHIBIT "A"

BOCANEGRA SOLIS SUBDIVISION

AREA= 5 Ac.

TxDOT Intensity Constants for I=b/(Tc+d)^e

Existing Conditions

					10 year storm
Length=	1200	ft.		b=	87
Slope=	0.1	%		e=	0.778
Cexist.=	0.2			d=	9.2
Time of Concentration=			121	min.	
Texist. =	121	min.			
I_{10}exist.=	1.97	in/hr			
Qexist.=	1.97	cfs.			

Proposed Conditions

Length=	1200	ft.			
Slope=	0.15	%			
Cfut.=	0.25				
Time of Concentration=			100	min.	
Tfut.=	100	min.			
I_{25}fut.=	2.63	in/hr			
Qfut.=	3.3	cfs.			
Qin=	1.25	i			

TxDOT Intensity Constants for I=b/(Tc+d)^e

		25 year storm
b=		98
e=		0.771
d=		9.2

tp (Min.)	I_{25} (in/hr)	Qin (cfs)	Vin (cubic ft.)	Qout (cfs)	Vout (cubic ft.)	Ev (cubic ft.)
10	10.04	12.55	7530	1.97	6488	1,042
20	7.27	9.09	10905	1.97	7080	3,825
30	5.79	7.24	13028	1.97	7671	5,357
40	4.86	6.08	14580	1.97	8262	6,318
50	4.21	5.26	15788	1.97	8853	6,934
60	3.74	4.68	16830	1.97	9444	7,386
70	3.37	4.21	17693	1.97	10035	7,657
80	3.07	3.84	18420	1.97	10627	7,793
90	2.83	3.54	19103	1.97	11218	7,885
100	2.63	3.29	19725	1.97	11809	7,916
110	2.46	3.08	20295	1.97	12400	7,895
120	2.31	2.89	20790	1.97	12991	7,799
130	2.18	2.73	21255	1.97	13583	7,672
140	2.07	2.59	21735	1.97	14174	7,561
150	1.97	2.46	22163	1.97	14765	7,398
160	1.88	2.35	22560	1.97	15356	7,204

Storage Requires=	**7,916**	**cubic feet**	**=**	**0.18**	**ac-ft**
Release Rate=	**1.97**	**cfs**			

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

P.E.
2/27/18

Hydrologic Soil Group	A			B			C			D		
Recurrence Interval	5	10	100	5	10	100	5	10	100	5	10	100
Land Use Or Surface Characteristics												
Business:												
A. Commercial Area	.75	.80	.95	.80	.85	.95	.80	.85	.95	.85	.90	.95
B. Neighborhood Area	.50	.55	.65	.55	.60	.70	.60	.65	.75	.65	.70	.80
Residential:												
A. Single Family	.25	.25	.30	.30	.35	.40	.40	.45	.50	.45	.50	.55
B. Multi-Unit (Detached)	.35	.40	.45	.40	.45	.50	.45	.50	.55	.50	.55	.65
C. Multi-Unit (Attached)	.45	.50	.55	.50	.55	.65	.55	.60	.70	.60	.65	.75
D. 1/2 Lot Or Larger	.20	.20	.25	.25	.25	.30	.35	.40	.45	.40	.45	.50
E. Apartments	.50	.55	.60	.55	.60	.70	.60	.65	.75	.65	.70	.80
Industrial												
A. Light Areas	.55	.60	.70	.60	.65	.75	.65	.70	.80	.70	.75	.90
B. Heavy Areas	.75	.80	.95	.80	.85	.95	.80	.85	.95	.80	.85	.95
Parks, Cemeteries												
Playgrounds	.10	.10	.15	.20	.20	.25	.30	.35	.40	.35	.40	.45
Schools	.30	.35	.40	.40	.45	.50	.45	.50	.55	.50	.55	.65
Railroad Yard Areas	.20	.20	.25	.30	.35	.40	.40	.45	.45	.45	.50	.55
Streets												
A. Paved	.85	.90	.95	.85	.90	.95	.85	.90	.95	.85	.90	.95
B. Gravel	.25	.25	.30	.35	.40	.45	.40	.45	.50	.40	.45	.50
Drives, Walks, & Roofs	.85	.90	.95	.85	.90	.95	.85	.90	.95	.85	.90	.95
Lawns												
A. 50%-75% Grass (Fair Condition)	.10	.10	.15	.20	.20	.25	.30	.35	.40	.30	.35	.40
B. 75% Or More Grass (Good Condition)	.05	.05	.10	.15	.15	.20	.25	.25	.30	.30	.35	.40
Undeveloped Surface[1] (By Slope)[2]												
A. Flat (0-1%)	0.04-0.09			0.07-0.12			0.11-0.16			0.15-0.20		
B. Average (2-6%)	0.09-0.14			0.12-0.17			0.16-0.21			0.20-0.25		
C. Steep	0.13-0.18			0.18-0.24			0.23-0.31			0.28-0.38		

[1] Undeveloped Surface Definition: Forest and agricultural land, open space.
[2] Source: Storm Drainage Design Manual, Erie and Niagara Counties Regional Planning Board.

2. **Composite runoff analysis.** Care should be taken not to average runoff coefficients for large segments that have multiple land uses of a wide variety (i.e., business to agriculture). However, within similar land uses, it is often desirable to develop a composite runoff coefficient based on the percentage of different types of surface in the drainage area. The composite procedure can be applied to an entire drainage area, or to typical sample blocks as a guide to selection of reasonable values of the coefficient for an entire area.

3. **Rainfall intensity.** The intensity (I) is the average rainfall rate in inches per hour for the period of maximum rainfall of a given frequency, with a duration equal to the time of concentration. The time of concentration is defined as the time required for a drop of water falling on the most remote point of a drainage basin to reach the outlet in question. The time of concentration is

TABLE 6. CONSTANTS FOR USE IN FORMULA $I = b/(t_c+d)^e$ (Continued)

COUNTY	2 year			5 year			10 year			25 year			50 year			100 year		
	e	b	d	e	b	d	e	b	d	e	b	d	e	b	d	e	b	d
Hemphill	0.845	56	10.6	0.851	76	10.7	0.842	87	10.7	0.843	103	10.7	0.840	115	10.7	0.847	132	10.6
Henderson	0.800	60	8.7	0.796	77	9.0	0.770	79	9.0	0.773	93	9.0	0.752	93	9.0	0.749	102	8.7
Hidalgo	0.831	74	9.6	0.795	80	9.2	0.778	87	9.2	0.771	98	9.2	0.749	99	9.2	0.740	103	9.6
Hill	0.799	57	8.2	0.790	72	8.8	0.777	78	8.8	0.773	91	8.8	0.764	98	8.8	0.759	105	8.2
Hockley	0.832	46	9.9	0.832	60	10.0	0.807	64	10.0	0.812	78	10.0	0.810	87	10.0	0.817	101	9.9
Hood	0.782	48	7.7	0.773	63	8.3	0.773	75	8.3	0.782	90	8.3	0.773	98	8.3	0.766	105	7.7
Hopkins	0.788	54	8.3	0.783	70	9.1	0.775	77	9.1	0.767	88	9.1	0.754	93	9.1	0.750	100	8.3
Houston	0.797	63	8.2	0.780	73	8.3	0.757	78	8.3	0.748	86	8.3	0.740	93	8.3	0.727	94	8.2
Howard	0.805	42	9.2	0.800	56	10.1	0.802	65	10.0	0.796	76	10.1	0.791	86	10.1	0.788	95	9.2
Hudspeth	0.800	27	9.4	0.840	44	11.4	0.827	50	11.4	0.819	60	11.4	0.856	78	11.4	0.833	77	7.4
Hunt	0.793	55	8.4	0.785	69	9.2	0.783	80	9.2	0.776	93	9.2	0.764	99	9.2	0.758	104	8.4
Hutchinson	0.860	56	10.4	0.844	70	11.0	0.837	80	11.0	0.851	100	11.0	0.863	121	11.0	0.837	115	10.4
Irion	0.780	37	8.1	0.789	55	9.6	0.778	61	9.6	0.783	77	9.6	0.759	81	9.6	0.770	90	8.1
Jack	0.789	48	8.5	0.779	63	8.5	0.786	75	8.5	0.782	88	8.5	0.782	98	8.5	0.775	109	8.5
Jackson	0.809	68	8.8	0.769	73	8.5	0.757	80	8.5	0.745	89	8.5	0.737	95	8.5	0.720	97	8.8
Jasper	0.782	66	8.1	0.743	65	7.4	0.736	73	7.4	0.719	78	7.4	0.715	84	7.4	0.700	87	8.1
Jeff Davis	0.821	35	9.6	0.865	63	10.8	0.853	69	10.8	0.802	65	10.8	0.818	77	10.8	0.832	93	9.6
Jefferson	0.799	74	9.2	0.733	65	7.5	0.727	74	7.5	0.730	86	7.5	0.710	87	7.5	0.687	84	9.2
Jim Hogg	0.831	73	9.4	0.813	82	9.4	0.786	87	9.4	0.780	98	9.4	0.756	99	9.4	0.750	104	9.4
Jim Wells	0.825	71	9.4	0.797	79	8.9	0.765	80	8.9	0.768	94	8.9	0.748	98	8.9	0.740	102	9.4
Johnson	0.789	52	8.1	0.779	67	8.6	0.773	77	8.6	0.776	90	8.6	0.771	99	8.6	0.763	106	8.1
Jones	0.780	41	8.5	0.771	55	9.0	0.794	73	9.0	0.780	82	9.0	0.803	102	9.0	0.784	104	8.5
Karnes	0.800	60	8.8	0.791	75	8.9	0.766	77	8.9	0.767	91	8.9	0.751	95	8.9	0.749	106	8.8
Kaufman	0.797	57	8.6	0.790	72	9.0	0.776	80	9.0	0.777	93	9.0	0.763	98	9.0	0.757	104	8.6
Kendall	0.791	53	8.6	0.771	64	8.3	0.773	74	8.3	0.764	84	8.3	0.762	94	8.3	0.763	104	8.6
Kenedy	0.826	73	9.2	0.793	79	8.7	0.771	84	8.7	0.763	94	8.7	0.735	96	8.7	0.731	100	9.2
Kent	0.801	43	9.0	0.801	60	10.0	0.796	70	10.0	0.806	85	10.0	0.799	93	10.0	0.798	104	9.0
Kerr	0.789	49	8.4	0.765	58	8.0	0.764	69	8.0	0.763	80	8.0	0.766	91	8.0	0.768	104	8.4
Kimble	0.775	42	8.2	0.758	53	7.6	0.763	66	7.6	0.757	75	7.6	0.772	88	7.6	0.768	100	8.2
King	0.804	45	9.4	0.794	59	9.6	0.804	74	9.6	0.802	87	9.6	0.811	103	9.6	0.802	111	9.4
Kinney	0.812	53	8.8	0.780	62	8.0	0.773	70	8.0	0.777	82	8.0	0.790	97	8.0	0.781	108	8.8
Kleberg	0.826	72	9.4	0.794	79	8.7	0.764	81	8.7	0.761	93	8.7	0.739	96	8.7	0.731	99	9.4
Knox	0.800	46	9.4	0.788	58	9.3	0.801	76	9.3	0.798	88	9.3	0.809	104	9.3	0.798	111	9.4
Lamar	0.783	53	8.2	0.777	66	8.9	0.770	74	8.9	0.769	87	8.9	0.759	93	8.9	0.752	98	8.2
Lamb	0.837	47	10.1	0.828	60	9.6	0.800	63	9.6	0.821	80	9.6	0.818	88	9.6	0.820	103	10.1

EXHIBIT "B"

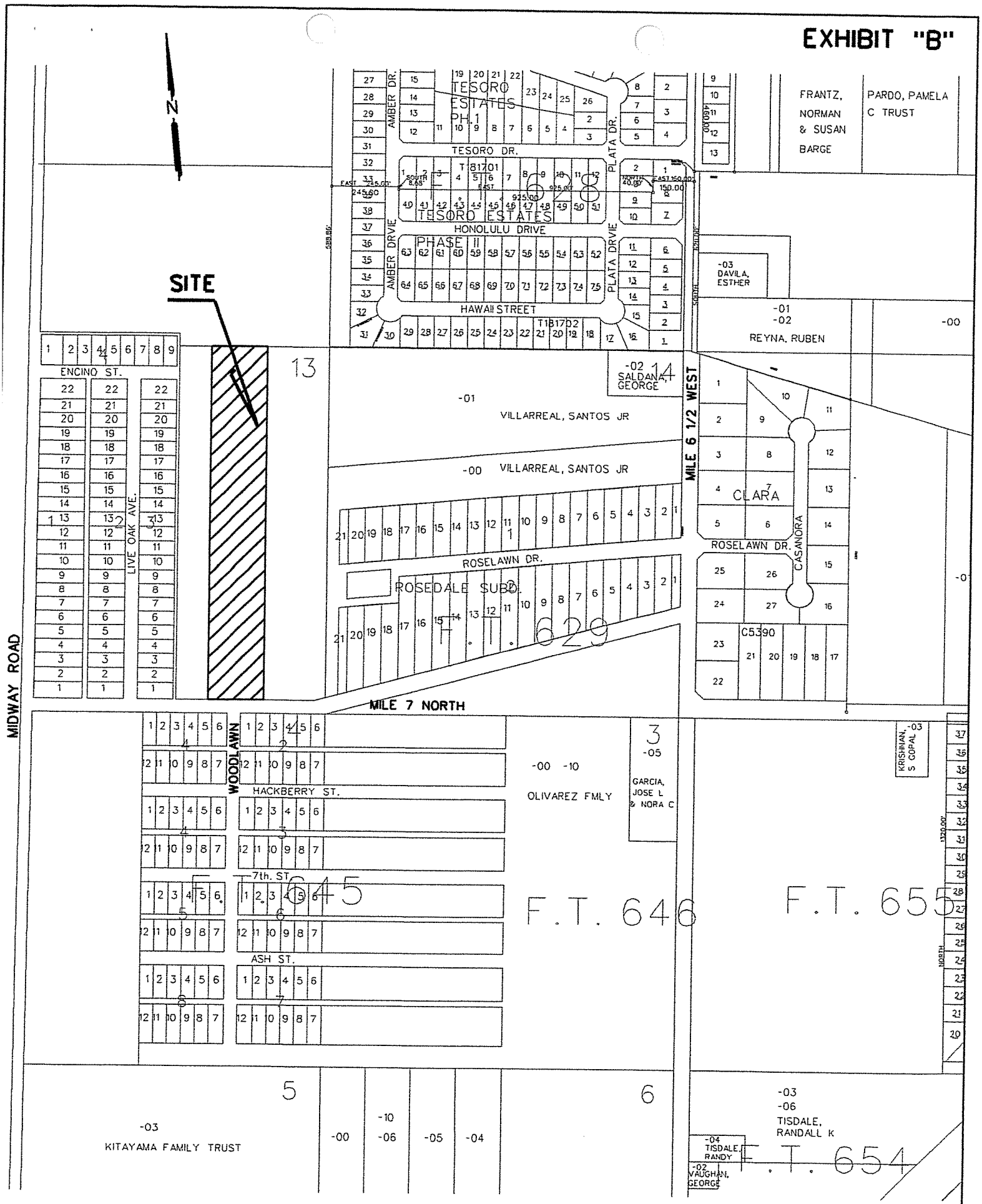
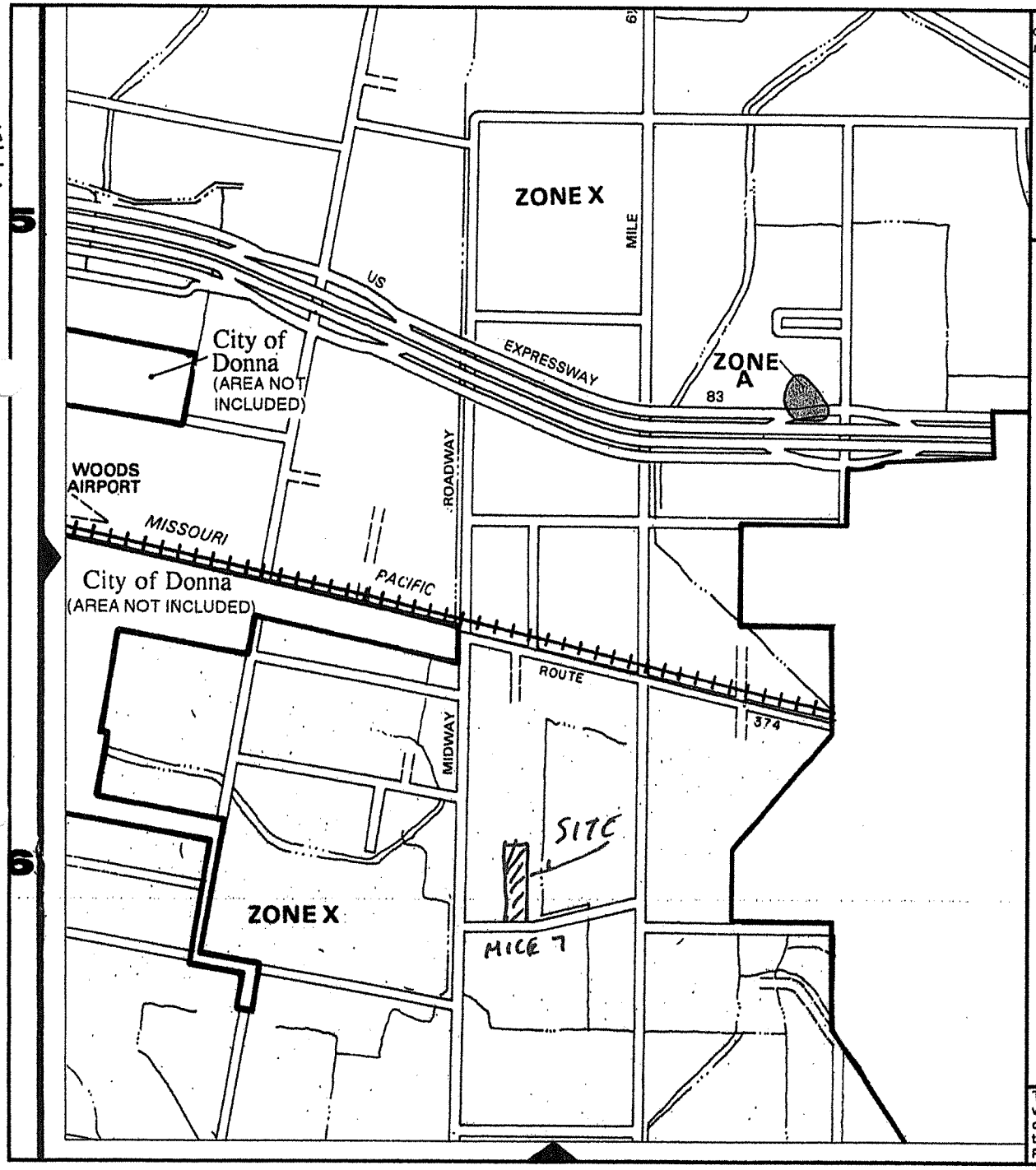

N
SITE
TESORO ESTATES PH. 1
TESORO DR.
TESORO ESTATES
HONOLULU DRIVE
PHASE II
HAWAII STREET
AMBER DR.
AMBER DRVIE
PLATA DR.
PLATA DRVIE
FRANTZ, NORMAN & SUSAN BARGE
PARDO, PAMELA C TRUST
-03 DAVILA, ESTHER
-01 -02 REYNA, RUBEN
-00
-02 SALDANA, GEORGE
-01 VILLARREAL, SANTOS JR
-00 VILLARREAL, SANTOS JR
MILE 6 1/2 WEST
CLARA
CASANORA
ROSELAWN DR.
ROSEDALE SUBD.
F.T. 629
ENCINO ST.
LIVE OAK AVE.
MIDWAY ROAD
MILE 7 NORTH
WOODLAWN
HACKBERRY ST.
7th. ST.
ASH ST.
F.T. 645
F.T. 646
F.T. 655
-00 -10 OLIVAREZ FMLY
3 -05 GARCIA, JOSE L & NORA C
KRISHNAN, S GOPAL -03
-03 KITAYAMA FAMILY TRUST
-00
-10 -06
-05
-04
-03 -06 TISDALE, RANDALL K
-04 TISDALE, RANDY
-02 VAUGHAN, GEORGE
F.T. 654

EXHIBIT "C"



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

APPROXIMATE SCALE

2000 0 2000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS
(UNINCORPORATED AREAS)

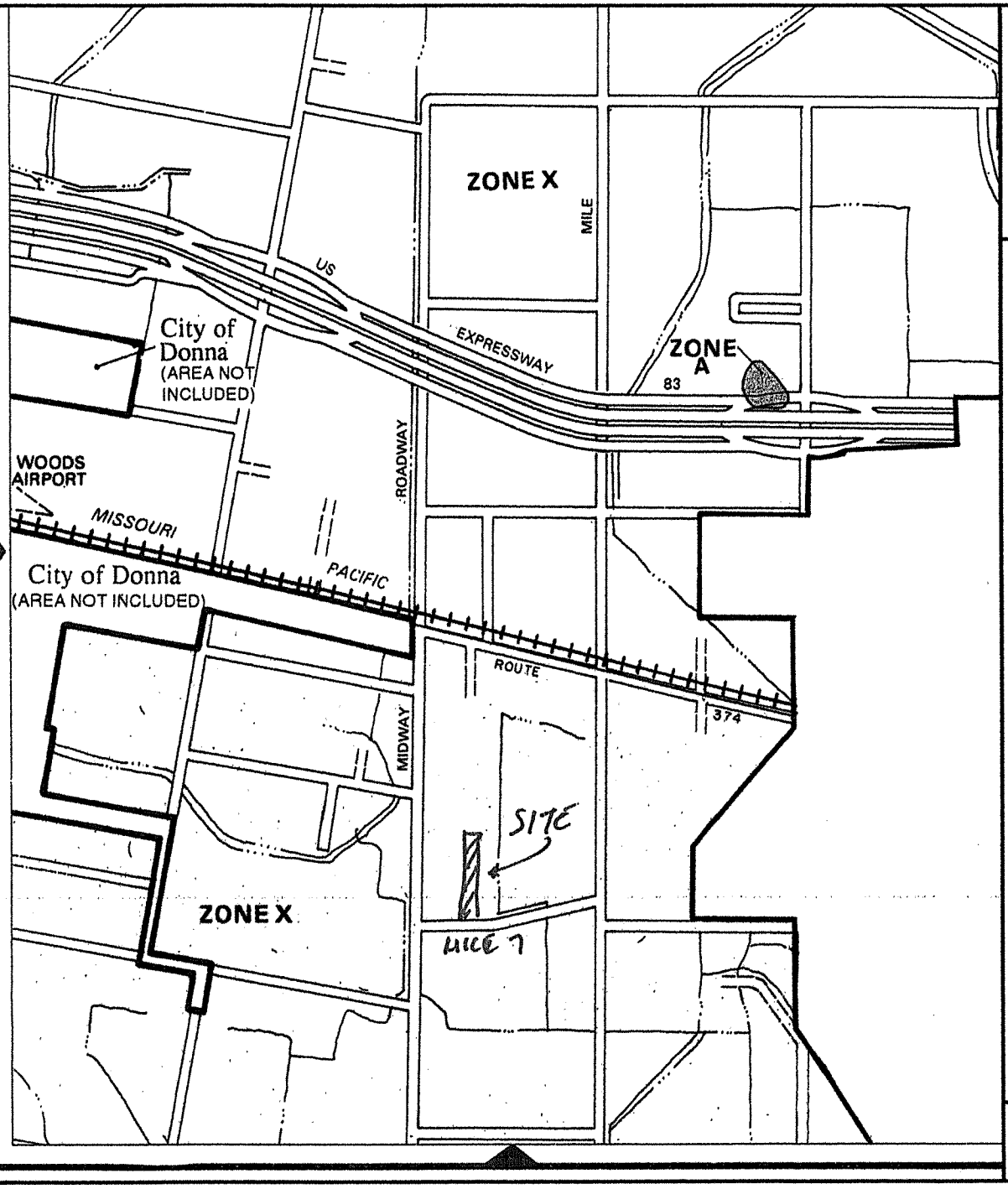
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
480334 0450 C

MAP REVISED:
JUNE 6, 2000

Federal Emergency Management Agency

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



insurance agent or call the National Flood Insurance Prog

APPROXIMATE SCALE

2000 0

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.
- 513 — Base Flood Elevation Line; Elevation in Feet*
- D — D Cross Section Line
- (EL 987) Base Flood Elevation in Feet Where Uniform

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

SHEET NUMBER 111

EXHIBIT "D"

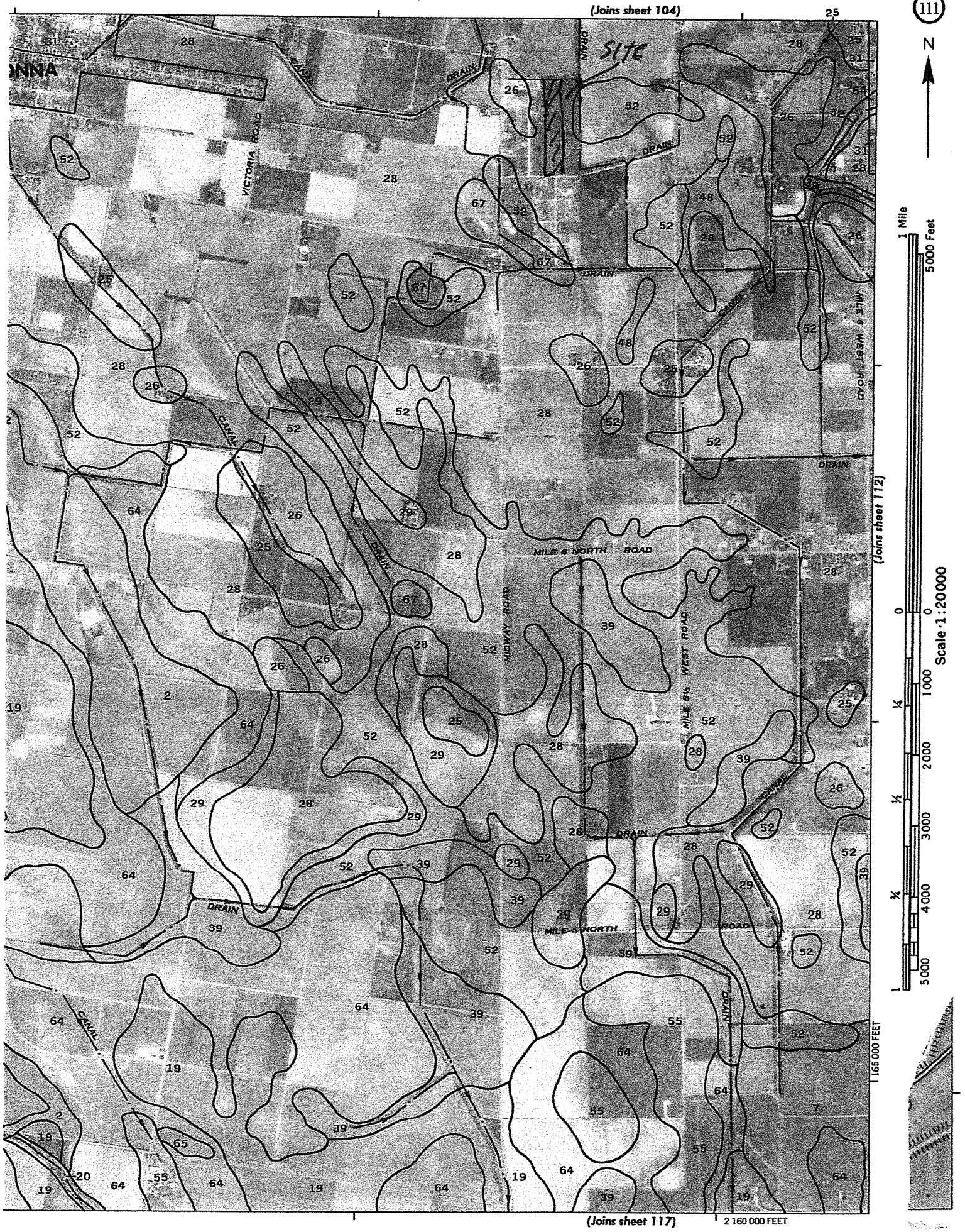


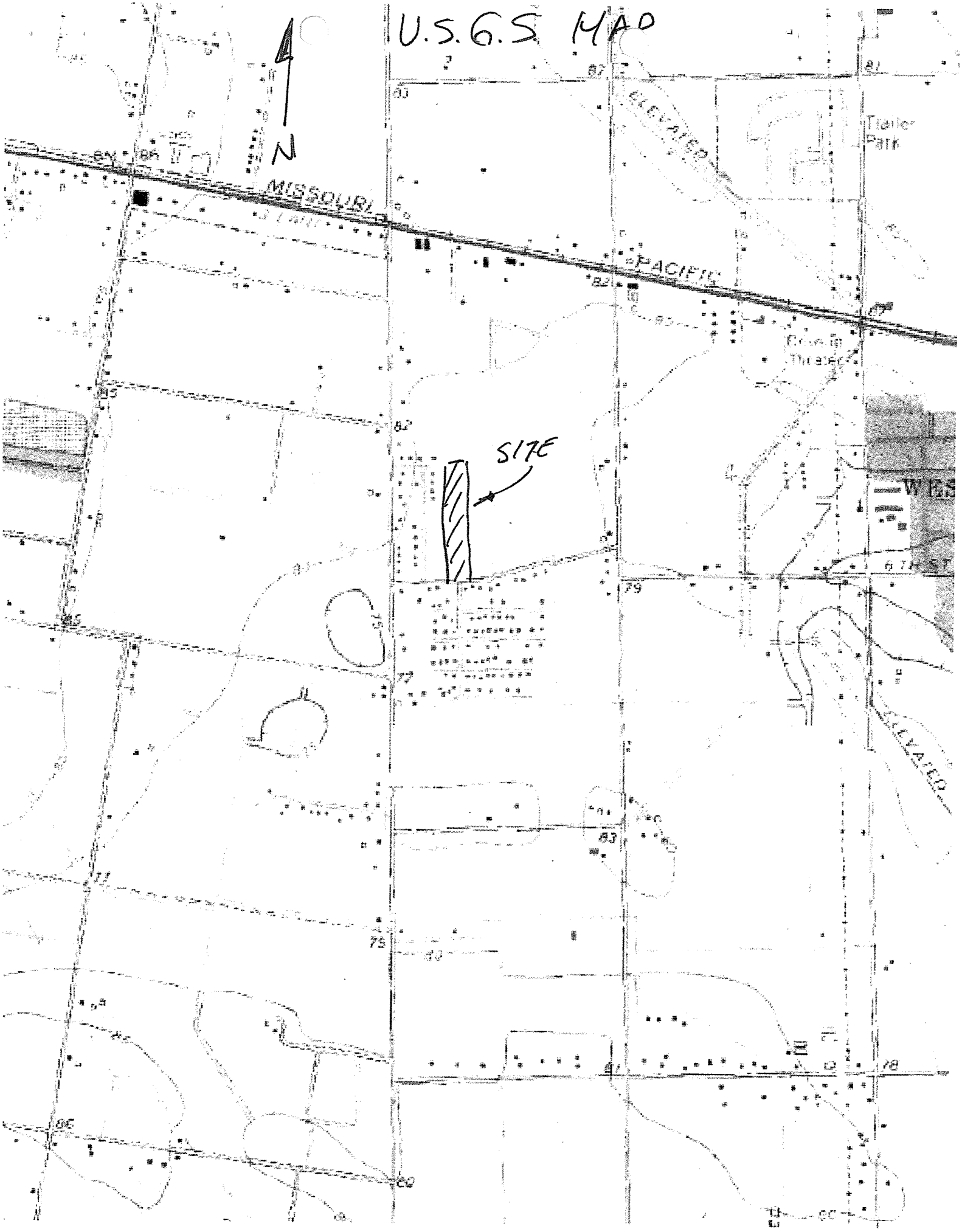
TABLE 18.--SOIL AND WATER FEATURES

["Flooding" and "water table" and terms such as "rare," "brief," "apparent," and "perched" are explained in the text. The symbol > means more than. Absence of an entry indicates that the feature is not a concern]

Map symbol and soil name	Hydrologic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Concrete
					Ft			In			
1.* Arents											
2 Benito	D	Occasional	Long	Sep-May	4.0-6.0	Apparent	Sep-May	---	---	High	Low.
3, 4 Brennan	B	None	---	---	>6.0	---	---	---	---	Moderate	Low.
5, 6 Camargo	B	Rare	Brief	Sep-May	>6.0	---	---	---	---	Moderate	Low.
7 Cameron	D	None	---	---	5.0-6.0	Apparent	Sep-May	---	---	High	Low.
8 Comitas	A	None	---	---	>6.0	---	---	---	---	Low	Low.
9, 10, 11 Delfina	B	None	---	---	2.5-5.0	Apparent	Sep-May	---	---	High	Low.
12 Delmita	C	None	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
13:*											
Delmita	C	None	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
Randado	C	None	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
14 Falfurrias	A	None	---	---	>6.0	---	---	---	---	Low	Low.
15** Grulla	D	Frequent	Very long	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High	Low.
16, 17, 18 Hargill	B	None	---	---	>6.0	---	---	---	---	High	Low.
19 Harlingen	D	None	---	---	>6.0	---	---	---	---	High	Low.
20 Harlingen	D	None	---	---	5.0-6.0	---	---	---	---	High	Moderate.
21:*											
Harlingen	D	None to rare	---	---	>6.0	---	---	---	---	High	Low.
Urban land.											
22, 23, 24 Hebbronville	B	None	---	---	>6.0	---	---	---	---	Low	Low.
25, 26, 27, 28, 29 Hidalgo	B	None	---	---	>6.0	---	---	---	---	High	Low.
30 Hidalgo	B	None	---	---	2.5-5.0	Apparent	Sep-May	---	---	High	Low.
31:*											
Hidalgo	B	None	---	---	>6.0	---	---	---	---	High	Low.
Urban land.											
32:* Jimenez	C	None	---	---	>6.0	---	---	7-20	Thin	High	Low.

See footnotes at end of table.

U.S.G.S. MAP


N
MISSOURI
PACIFIC
ELEVATED
Trailer Park
SITE
WEST
6TH ST
ELEVATED

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1696

From:
Mardoqueo Hinojosa

Subject:
Discussion and consideration to approve a one year extension of the Final Plat for JOW Subdivision– 28.33 acre tract of land out of Farm Tract 62, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located at 2615 E. Sugar Cane Drive. Possible Action (Staffed By Planning and Code Enforcement Department.)

Background:
The proposed two (2) lot subdivision is within the City of Weslaco city limits located on the northeast corner of Sugarcane Drive and Vo Tech Drive. This subdivision is being serviced with water by City of Weslaco through an 8" waterline and sewer services through an 8" sanitary sewerline. The property is within a Flood Zone "X".

Owner has requested a 1-year extension as funding on project has been delayed.

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)**:**
Planning and Zoning recommended approval on 1-year extension.

Kayla Arevalo	Created/Initiated
Mardoqueo Hinojosa	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends a 6-month extension.

Attachments, if any:

Responsibilities upon Approval:
Staff will notify applicant.

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1706

From:

Subject:
Discussion and consideration to approve Change Order No. 1 for the Rehabilitation of Lift Station No. 37 for an amount not to exceed $74,400 to install 3-new manholes and authorize Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department) Attachment

Background:
Receiving manhole at lift station 37 requires to be replaced. By replacing this manhole an additional one must be installed. These manholes are 60-inch and need to be connected with a 30-inch line. In addition, an additional manhole is proposed to accommodate future growth to the north.

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)**:**

Mardoqueo Hinojosa	Created/Initiated
Mardoqueo Hinojosa	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
BID PROPOASL FORM- City of Weslaco - Lift Station 37- Additional Work-Proposal 1 - Emld 5.11.2018, BID PROPOASL FORM- City of Weslaco - Lift Station 37- Additional Work - Proposal 2 - Emld 5.11.2018

Responsibilities upon Approval:
Staff will notify contractor.

Castle Enterprises LLC

Mailing Address: 2210 Marro Rd.
Monte Alto, Texas 78538
Point of Contact: Christopher Castillo
Director of Construction Operations
Contact Number: 956-292-1540
Primary Email: Chris.CastleEnterprises@gmail.com

Bid Proposal To: City of Weslaco

255 S Kansas Ave, Weslaco, TX 78596

Proposal Issued: Friday, May 11th, 2018
Attention: Mr. Mardoqueo Hinojosa
Via e-mail: mhinojosa@weslacotx.gov

Request for additional work at Weslaco Lift Station 37

Proposal No: 1 (One)

Work to be performed:

60" Manhole 20' (east of existing receiving manhole)
60" Manhole coupling
60" Manhole 22' (north of existing receiving manhole)
30" SS SDR26 pipe (30' to 32')
Drop structure (at new manhole north of existing receiving manhole)
Dewatering (as stated, water is present at 15' from natural ground)

Additional Allotment of Time:

30 Working Days

Total Bid: **$49,900.00**

Acceptance of Proposal: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Price honored for 30 days from proposal date.

Castle Enterprises LLC

Mailing Address: 2210 Marro Rd.
Monte Alto, Texas 78538
Point of Contact: Christopher Castillo
Director of Construction Operations
Contact Number: 956-292-1540
Primary Email: Chris.CastleEnterprises@gmail.com

Bid Proposal To: City of Weslaco

255 S Kansas Ave, Weslaco, TX 78596

Proposal Issued: Friday, May 11th, 2018
Attention: Mr. Mardoqueo Hinojosa
Via e-mail: mhinojosa@weslacotx.gov

Request for additional work at Weslaco Lift Station 37

Proposal No: 2 (Two)

Work to be performed:

60" Manhole 20' (along Mile 6 1/2)
12" SS SDR26 pipe (74' to 78')
12" SS SDR26 pipe stub out, north
12" SS cap
Drop structure (at new manhole north of existing receiving manhole)
Dewatering (as stated, water is present at 15' from natural ground)

Additional Allotment of Time:

15 Working Days

Total Bid: **$24,500.00**

Acceptance of Proposal: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Price honored for 30 days from proposal date.

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2017-1454

From:

Subject:
Discussion and consideration on City Cemetery burial requirements. Possible action. (There was no action on February 20, 2018; Staffed by Parks and Recreation Department.)

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)**:**

Aida Vega	Created/Initiated
David Arce	Approved
Mike Perez	Final Approval

City Manager Comments:
For discussion only.

Staff Recommendation:

Attachments, if any:

Responsibilities upon Approval:

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1712

From:

Subject:
Discussion and consideration to approve revisions to the City of Weslaco Personnel Policies and Procedures Manual and authorizing those sections regulated by executive departments and agencies of the state and federal government to be updated as necessary. Possible action. (Staffed by Human Resources.)

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)**:**

Elizabeth Walker	Created/Initiated
Veronica Ramirez	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
City of Weslaco Personnel Policies

Responsibilities upon Approval:

DISCLAIMER: These policies are not intended to be nor should they be construed as all-encompassing or a part of an employment contract. Nothing contained in them should be considered as altering the employment at-will relationship between employees and the city.

If these policies in any way conflicts with state or federal law, rule or regulation, the law, rule or regulation at all times supersedes them.

These policies supersede any other policies previously written.

The City of Weslaco
Policies for People and Management Functions
Policies

Access to Personnel Files
Accident Reporting
Attendance and Punctuality
Changes in Employee Personal Data
Civil Service Employees
Classification and Compensation Plan
Clean Air
Complaints and Concerns
Dating and Fraternization
Demotions
Direct Leave Donation Program
Discharge
Discretionary Time
Driver's License and Insurability
Drug and Alcohol-Free Workplace
Educational Leave of Absence
E-mail and Internet Access
Employee Assistance Program
Employee Conduct
Employment of Relatives
Equal Employment Opportunity
Ethics and Integrity
Exit Interview
Family Medical Leave
Funeral Leave
Gifts and Gratuities
Group Health and Group Life Insurance
Holidays
Identification Badges
Inclement Weather
Jury Duty / Court Leave
Leave of Absence without Pay
Life-threatening Illnesses
Military Leave
Office and Work Hours
On-call Pay
Open Positions
Orientation Period
Outside Employment
Overtime Pay
Parking
Part-time, Temporary Employees and Volunteers
Pay Increases
Payroll
Personal Appearance and Hygiene
Personal Days
Personnel Records
Physical Examinations
Promotions
Reduction in Force
Reference Checks
Requirements for Employment
Resignations
Rest and Meal Periods
Retirement Benefits
Safety
Security Inspections
Sexual Harassment
Sick Leave
Social Media
Social Media Sites
Solicitation and Distribution
Systems and Data Security
Telephone Calls and Etiquette
Use of City Equipment, Property, and Vehicles
Vacation
Violence Prevention
Wage Overpayments and Underpayments
Workers' Compensation Insurance

The City of Weslaco was incorporated in 1927 and operates under the Commission-Manager form of government. The Commission-Manager form distinguishes between the policy and administrative functions of city government. The City Commission is the legislative body of the City government. It is composed of seven members, which include the Mayor and six commissioners.

The city commission sets policy, controls City funds, levies taxes and borrows money necessary to meet essential City needs. The City Commission hires the City Manager who has the responsibility of administering the day-to-day operations of the City.

At City of Weslaco, our success has been built by developing and maintaining a loyal, efficient group of employees who gain satisfaction from their work, and to whom high achievement is a personal ambition. Dedicated to the highest standards of citizen satisfaction, employees are expected to strive daily to maintain the mark of excellence that has become synonymous with City of Weslaco.

The City's emphasis is on people, recognizing that even with the finest equipment, materials and elaborate systems and procedures, people make the total operation work, and they work together best in an environment where they are respected as individuals and recognized as important members of the team. The City observes the highest moral and ethical standards. Consistent with the City's policies and procedures:

- City employees shall abide by the policies and follow the procedures established by the City.
- The training and education of City employees is encouraged whenever possible.
- Employees providing efficient and responsible service deserve recognition by their supervisors whenever warranted.
- The City will make every effort to provide employees with satisfactory working conditions.
- The City will strive to provide prompt and fair attention in the handling of all personnel matters including complaints and corrective action.

Policies for People: Our policies for people focus on opportunities and incentives for maximum personal growth and are embodied in specific City objectives to:

- Promote from within the City, hiring new people only when the necessary qualifications or skills cannot be met from within.
- Ensure that earnings reward individuals in direct proportion to performance.
- Ensure that all employment-related decisions are based only on attendance, performance and conduct without regard to race, color, sex, religion, national origin, age, disability, genetic information, veteran status or any other protected status.
- Remain open to suggestions and ideas, encourage employees to come forward freely with recommendations, seek prompt solutions to problems and always keep lines of communication open.
- Provide pleasant and safe working conditions and encourage teamwork.
- Keep employees informed of significant developments.

Management Functions: The City retains the right to exercise customary managerial functions, including, but not limited to, the right to:

- Select, hire, assign, supervise, correct and dismiss employees.
- Decide and change performance standards and expectations, and evaluate employees' performance.
- Decide and change reporting times, quitting times and shifts.
- Transfer employees within departments or into other departments and other job classifications.
- Decide and change the size and qualifications of the workforce.
- Decide and change the methods by which operations are carried out.
- Manage and control the premises and equipment.
- Assign duties to employees according to operational needs and requirements.
- Establish, change and abolish policies, practices, procedures, rules and regulations.

The Human Resources Department shall maintain personnel files and records for every City employee. These files are to contain documentation regarding all aspects of employees' tenure with the City, such as performance appraisals, corrective action notices, letters of commendation, etc. The Human Resources Department maintains any required medical information in separate confidential files.

Employees may inspect their personnel file and medical file. This may be done by contacting the Human Resources Director and arranging a mutually convenient time to do so. These files must be reviewed in the office and presence of the Human Resources Director or designee.

Employees may request a copy of any document in their own personnel file. Such copies will be made by the Human Resources Director or designee. Employees may also submit information for inclusion in their file, such as a response to a performance appraisal or new credentials earned. Employees may also request the correction or removal of inaccurate, irrelevant, outdated, or incomplete information from their records.

The City reserves the right to withhold from an employee's access any documents in his or her file which the City, in its sole judgment, deems to invade, impair, compromise, or in any way affect the rights or legitimate expectations of others to privacy or confidentiality. The City further reserves the right to withhold comments which it deems private, confidential, or privileged.

The City will respect and protect employee privacy. It will not voluntarily disclose or disseminate personnel or medical records, salary, benefits, or terms of employment without an employee's prior permission. However, supervisors may be allowed to review parts of employees' files on a need-to-know basis. Regulatory agency representatives, in the course of their business may be permitted access to personnel files. Further, emergency or medical personnel on a need-to-know basis will be able to review medical records during an emergency medical situation.

Employees operating City equipment or vehicles must immediately report all vehicular accidents, property damage and any liability claims to their Department Head. The Department Head will send the vehicular accident or other loss notice to the Human Resources Department.

All vehicular accidents must be reported to the Police Department, Texas Department of Public Safety, or Sheriff's Department as necessary, so that an official accident report can be filed.

The City may take corrective action should an employee be found to have been negligent or reckless or to have caused excessive damage to City equipment.

It is important that employees be at work on time every day and that they work the hours scheduled for their positions. Absenteeism and tardiness reduce the efficiency of City operations. More importantly, they place a hardship on co-workers who report to work regularly and punctually. Thus, both absenteeism and tardiness must be kept to an absolute minimum.

- Satisfactory attendance and punctuality are conditions of employment. Unsatisfactory attendance and tardiness will result in corrective action and/or termination of employment.

- An hourly employee who is late for work will forfeit pay for the actual time the employee is late, calculated to the nearest one-quarter (1/4) hour.

The City recognizes that occasionally employees may not be able to report to work on time or at all. It is the employee's responsibility to notify their supervisor before their usual starting time. If the immediate supervisor is unavailable, the employee must leave a message with any other supervisor in the department or the Department Head stating why the employee will be late or absent, when the employee expects to report to work, and a telephone number where the employee can be reached. Leaving a voice mail message or a message with a coworker is not sufficient.

Corrective action may be taken if an employee:

- Fails to timely notify the City as specified above.

- Is absent or late excessively.

- Does not have an acceptable excuse for being late or absent.

An employee may be required to provide a physician's statement documenting an absence relating to illness or injury which lasts two (2) or more consecutive work days and releasing the employee for return to work. Departments have the option to have more stringent rules.

Employees are subject to termination of employment if they are absent without acceptable notification or without satisfactory reason for such absence.

An employee who is absent without prior authorization for two (2) consecutive workdays will be considered to have resigned employment at the discretion of the City Manager.

If an employee must be absent from work for more than two (2) consecutive workdays, the employee must apply for a formal leave of absence, in accordance with the City's provisions for leave.

Employees must notify their immediate supervisor and the Human Resources Director of any of the following:

- Change of address, including temporary residential changes;
- Change of phone number or nearest phone number, whether it be listed or unlisted;
- Change of information concerning whom to contact in the event of an emergency;
- Change in marital status or in number of dependents;
- Change of beneficiary for life insurance and retirement benefits;
- Additional schooling, training, certificates or degrees earned during the course of employment;
- Any change in Social Security or driver's license numbers.

State civil service laws, as well as collective bargaining laws and contracts cover certain City employees in the Police and Fire Departments. Personnel management for members of the bargaining units are governed by collective bargaining contracts, by civil service statutes, by civil service rules and regulations, and by department rules and regulations and standard operating procedures, in that order.

The City's Policies and Procedures shall apply in the absence of a provision, rule, regulation, or directive contained in any one or more of the foregoing instruments. To the extent that the City's Policies and Procedures apply, they shall be binding on civil service employees.

Probationary police officers and firefighters are not covered by collective bargaining contracts, by civil service statutes, by civil service rules and regulations, and by department rules and regulations and standard operating procedures.

A job classification and compensation plan covering all positions is maintained by the City Manager or designee. The plan clusters into groups those jobs which are similar in type of work, difficulty, and responsibility. The job classification plan provides a list of job titles, job descriptions, with pay rates established by groups and job titles. The titles listed in the classification plan is used in all personnel records and transactions.

Each year, the City Manager makes recommendations to the City Commission concerning adjustments in salaries and wages. The City Commission thereafter determines the allocation of funds to the employee compensation plan as part of the budgeting process.

In the interest of providing a healthy, comfortable working environment, smoking and the use of all tobacco products is prohibited in City vehicles and buildings.

- Employees are responsible for notifying their visitors of this policy.
- Employees may not leave their assigned areas to smoke except at regular approved breaks or mealtime.
- Smoking is not permitted within 25 feet of a City building.

People work together best in an atmosphere where they are valued as individuals and recognized as key members of a team. This kind of respect spurs individuals to achieve their highest level of personal performance and to find a rewarding degree of personal pride in the expression of their own abilities.

The City's aim is to create and constantly enhance such an environment. Certain standards of conduct must be maintained to ensure that each employee is treated fairly and consistently. Policies, procedures and rules must be administered uniformly, and employees must comply with all established conduct standards.

However, we also realize that in our City, as in any organization, complaints will arise. A complaint is the dissatisfaction which an employee feels concerning wages, hours of work, working conditions, performance evaluations, merit raises, job assignments, reprimands, corrective actions, or the interpretation or application of a rule, regulation or policy.

When this occurs, the problem can best be resolved if it is discussed by the employee with their immediate supervisor as soon as possible. For a complaint to be timely, this discussion must occur within five working days of the incident causing the complaint. Usually this informal discussion can resolve the issue. A supervisor will not be criticized for having a complaint filed in his or her work group, but is accountable for an honest effort to resolve the issue.

If the employee’s supervisor is the subject of the complaint, the employee may address the complaint to the next level of management. In such a case, and where a complaint is not resolved informally, all responses under the formal complaint procedure will be made by a manager one level up from that indicated.

Occasionally some issues arise which cannot be resolved informally. When this occurs, a formal complaint procedure is available to employees. Employees are encouraged to present their views, and will not be intimidated or retaliated against in any way.

Complaint Procedure: When a complaint is not informally settled, the following steps will be followed:

- **Step One:** Within five working days after the informal discussion with their immediate supervisor, the employee should provide a written complaint to the manager above the immediate supervisor. A copy of the complaint should be provided to the Director of Human Resources. The complaint will be investigated, and the manager's decision will be given to the employee within five working days from receipt of the complaint.
- **Step Two:** If an employee is not satisfied with the decision, the employee may then file a written appeal to the next level of management within five working days of the receipt of the decision. A copy of the appeal should be provided to the Director of Human Resources. The next level of management will then investigate the complaint and a written decision will be given to the employee within five working days of the receipt of the appeal.
- **Step Three:** If the complaint is not resolved at Step 2, the employee may, within five working days of receipt of the Step 2 decision, file a written appeal with the City Manager who will evaluate the facts, review the positions of both parties, and within a reasonable time, not to exceed 15 working days following receipt of this appeal, give the employee a written decision. This decision is final in all respects and will be filed in the employee's personnel file.
- Dismissed employees who wish to utilize the complaint/appeal procedure must do so within ten (10) working days. If the employee fails to do this, employee will no longer be eligible to utilize the complaint /appeals procedure.

Complaint Meeting Guidelines: All meetings will be scheduled at mutually satisfactory times.

- New complaint issues that were not raised at the first step may not be raised by either party at subsequent steps. In such cases, a separate complaint may be pursued.
- Complaint information or testimony must be treated in a discreet and confidential manner by all persons involved.
- Employees may not file or appeal complaints to the City Commission.

The City intends to maintain a work environment that is free from intimate, romantic or dating relationships between supervisors and their subordinates or between employees involved in any other power-differentiated relationship. Power-differentiated relationships can lead to sexual harassment (or the appearance of harassment) and adversely affect morale, operations, and productivity because of favoritism, bias, or unfair treatment (or the appearance of favoritism, bias, or unfair treatment).

- A "power-differentiated relationship" is any supervisor-subordinate work relationship or other work relationship in which one employee supervises or manages (directly or indirectly) another employee or makes decisions concerning another employee's terms, conditions or privileges of employment. The City does not otherwise discourage friendship or social activities among its employees.

In order to effectuate the purposes expressed above, when an intimate, romantic, or dating relationship develops between a supervisor and a subordinate, the supervisor involved in the relationship must immediately report it to his/her manager or may report to and/or contact the Human Resources Director, without regard to the employee's normal chain of command.

Once a power-differentiated relationship is reported, the City may attempt to modify the work relationship, through transfer within the City or by any other available options. The City may also give the employees the option to either terminate their relationship or to continue it, at which point one employee will be required to resign.

With the concurrence of the City Manager, a Department Head or designee may demote an employee. If a job vacancy is filled by a demoted employee, the City may dispense with its normal procedure of advertising the vacancy to other employees or the public. The pay of a demoted employee will be commensurate with the responsibilities of the lower position.

A demotion will not be approved if the employee is unqualified for the position to which demotion is recommended or if the demotion would require the displacement (and thus, layoff or termination) of a regular employee in the lower position.

Employees may donate sick leave and/or vacation leave to other employees who may need additional leave as a result of a non-job-related catastrophic, chronic illness or injury (as defined by the Family Medical Leave Act) of the employee or of an immediate family member.

Requests: Employees requesting leave must:

- Alert their supervisor at the earliest practical time the dates of their absence or anticipated absence(s).
- Complete a Direct Leave Donation Request Form and provide supporting documentation (i.e., Doctor's certification) to the Human Resources Department for processing.
- Notify Human Resources and Payroll when it is anticipated they will not have enough paid leave and coordinate out-of-pocket payments to continue insurance benefits.
- Follow-up at earliest practical time but no later than 30 days (i.e,. Doctor's recertification(s), extended leave requests, anticipated return dates and/or approvals).

To be eligible to receive donation, an employee must be in a no-pay status, without any available paid leave, be in same or lower pay-grade of the prospective donor, and provide certification from a licensed physician of the employee's or his or her immediate family member's medical condition and/or illness. The City reserves the right to require additional licensed practitioner's statements from health care providers of its choice. The expense of such additional statements will be borne by the City.

Donations: Employees desiring to donate must complete a Direct Leave Donation Form and submit it to the Human Resources Department no later than the last day of a pay period for which they are donating. This form includes:

- The donating employee's printed name and signature.
- A statement confirming that the employee's participation is voluntary and knows that donated leave will not be refunded except in unusual circumstances.
- A statement that the donating employee has received and read this policy.
- The donating employee's authorization for an initial contribution of hours of sick leave to the requesting employee.

Donors must retain a balance of 80 hours of sick and/or vacation at time of donation. Otherwise, there is no limit on how many hours of leave an employee may donate.

There is no right of appeal of any decisions related the Direct Leave Donation Program. All requests will be processed on a case by case basis in the order in which they are received in the Human Resources Department.

Departments: Departments receiving leave requests and offers to donate must:

- Date and time stamp the Direct Leave Donation Request Form and the Direct Leave Donation Form as received. This process will determine the order in which leave will be deducted from the donor's leave balances where there are multiple requestors or multiple donors for a single individual.
- Notify Human Resources and Payroll of the pending leave request(s) no later than the last day of the current payroll period.
- Track all leave on time-clock plus and code it appropriately, including FMLA leave without pay, ADA leave without pay, etc.
- Inform the department that a request has been submitted by an employee in need of donation.
- Request approval of the City Manager for donor participation from other departments.

Regular full-time employees who have completed one (1) year of continuous employment may receive a maximum of 240 hours of donated paid leave. Review for possible extension of leave may be made by the Department Head and the Human Resources Director to the City Manager at 30 day intervals. This review will be made only under the assumption that the condition of the employee or family member is improving to the point that the employee is expected to return to work within the 30 day period.

The Direct Leave Donation Program is normally a department-wide program. Departments with no available donors may seek authorization from the City Manager to request the participation of other department(s). Departments with less than five employees upon approval by the City Manager may be paired with other departments.

Contributions are strictly voluntary and employees shall not be coerced in any manner. Donated leave will be transferred on an hour for hour basis without regard to pay differential; such that the recipient of the donated leave will be paid at their current rate of pay. Donations must be in increments of no less than four (4) hours.

In the event of a catastrophic, chronic illness or injury requiring episodic treatment (dialysis, chemotherapy, radiation therapy, and physical therapy), a recipient may use donated leave in non-consecutive increments. Illnesses of the same type or that may routinely re-occur will have a lifetime maximum of ninety (90) days.

Leave accruals are maintained in the payroll system and shall be deducted from the donor's leave balance and added to the recipient's sick leave balance. Only the amount of leave which has been projected as necessary to cover each pay period will be transferred at any given time. Should an employee be approved for donated leave also qualify for FMLA leave, the two leaves shall run concurrent.

Usage of leave previously approved shall cease upon receipt of a physician's release to return to work.

Retroactive payment for the value of this leave is not allowed.

Exclusions: Employees are ineligible to use donated leave during corrective action suspensions or while receiving income from supplemental insurance plans. Conditions, illnesses and injuries excluded from eligibility:

- Cosmetic surgery, unless such surgery is the result of, or was necessitated by an illness, accident or injury off the job.
- Participation in or voluntary commitment to a psychiatric facility, detoxification center, or similar center for the purpose of rehabilitation from substance and/or alcohol dependency.
- Intentionally self-inflicted injuries such as injuries resulting from a suicide attempt.
- Injuries occurring as a result of secondary employment.
- Injuries occurring while committing a crime (including driving while impaired).
- Normal pregnancy and delivery. Time off following the birth of a child is considered normal regardless of the method of delivery and will not be considered for this program unless medical documentation shows complications to the mother or the child after the delivery.

Repayment of Leave: When repayment is required, reimbursed leave hours will be returned to the original donor(s). Reimbursement will be made on an hour-for-hour basis without regard to pay differential. Recipients shall not be required to repay donated leave hours unless:

- Compensation is received from another source for the same period of time the employee received donated leave hours, such as subsequently received workers' compensation benefits or short and long-term disability benefits.
- There is a finding of wrongdoing. In such a case, the employee must repay all of the leave credits drawn from the Direct Leave Donation Program. Corrective action or termination of employment may occur. If an employee does not agree with the finding of wrongdoing, the employee may use the City's complaint and appeal process.

Violations: Abuse of this program includes, but is not limited to:

- Misrepresentation of an illness, injury or the circumstances surrounding it.
- Submission of a medical certification which misrepresents the nature of an illness or injury.
- Failure to advise the City of the physician's release to return to work.

The Finance Department will handle inquiries/requests for adjustments, process adjustments and communicate with employees and departments regarding leave requests and donations.

The Human Resources Department will process employee leave requests, provide information regarding pending leave requests and related policies and procedures, and investigate allegations of abuse of this program.

The discharge of any employee is considered to be a very serious situation that requires a carefully conducted prior review. Accordingly, no supervisor is authorized to cause the discharge of any employee without prior review and approval. This review and approval will involve at least one other member of the management team, most typically the supervisor's manager, the Human Resources Director and the City Manager.

An employee who is discharged because of violation of City policy will not be permitted to return to his department or work area, or to any other department or work area other than the Human Resources Department, without specific approval by his supervisor and the Human Resources Director.

The formal complaint procedure established by the City is available to any discharged employee who disagrees with the decision to discharge.

This policy applies to exempt employees only.

Exempt employees may be required to work in excess of forty (40) hours in a certain work week and are expected to work as necessary to complete their job assignments. Exempt employees receive their salary for any week in which they perform any work, without regard to the number of days or hours worked.

A Department Head may grant discretionary time off in recognition of hours worked by an exempt employee, if the departmental workload allows. Discretionary leave for exempt personnel is not a right and is not provided on an hour-for-hour basis. Exempt employees wishing to take more than two (2) hours of discretionary time are required to obtain advance approval from the City Manager through their Department Head. There will be no monetary reimbursement made for discretionary time for exempt employees at separation or at any other time, regardless of the circumstances.

“Docking” an exempt employee’s pay for a partial day’s absence will be permitted only as authorized by law and approved by the Human Resources Director.

The City is not to make improper deductions from an exempt employee’s pay. Any exempt employee who believes an improper pay deduction has been made must immediately notify the Human Resources Director. The City will promptly reimburse an exempt employee for any improper deduction(s) and will make a good faith commitment to comply in the future.

The Human Resources Department is responsible for ensuring that all employees are paid in accordance with federal and state laws.

The Finance Department is also responsible for ensuring that all employees are paid in accordance with federal and state laws. It receives requests for payroll adjustments, processes adjustments and communicates with employees and departments regarding FLSA compliance.

Department Heads or designees are responsible for reviewing and approving exempt employees' time each week; for reviewing various workday reports to ensure correct and timely payment for hours worked; for acquiring written authorizations from employees requesting leave without pay and submitting them to Human Resources before leave is approved.

Exempt employees are responsible for submitting any complaints in writing if they believe their pay is incorrect. The complaint should include the dates and circumstances of the pay deduction and whether it has occurred on other occasions.

Pursuant to Title 29 CFR §541.710 Employees of public agencies:

- An employee of a public agency who otherwise meets the salary basis requirements of § 541.602 shall not be disqualified from exemption under §§ 541.100, 541.200, 541.300 or 541.400 on the basis that such employee is paid according to a pay system established by statute, ordinance or regulation, or by a policy or practice established pursuant to principles of public accountability, under which the employee accrues personal leave and sick leave and which requires the public agency employee's pay to be reduced or such employee to be placed on leave without pay for absences for personal reasons or because of illness or injury of less than one work-day when accrued leave is not used by an employee because:
  - **(1)** Permission for its use has not been sought or has been sought and denied;
  - **(2)** Accrued leave has been exhausted; or
  - **(3)** The employee chooses to use leave without pay.

Deductions from the pay of an employee of a public agency for absences due to a budget-required furlough shall not disqualify the employee from being paid on a salary basis except in the workweek in which the furlough occurs and for which the employee's pay is accordingly reduced. Other allowable deductions:

- Deductions for unpaid leave taken in accordance with a legitimate absence under the Family Medical Leave Act; unless accommodations are approved by the City Manager.
- Unpaid disciplinary suspensions of one or more full days.
- Deductions for the first and last week of employment, when only part of the week is worked by the employees.

An exempt employee shall not be paid for any work day in which no work was performed, unless accrued leave time is used.

This policy shall be reviewed every five years or sooner if necessary by the Human Resources and the Finance Departments.

Driver's License: All operators of City vehicles and mobile equipment are required to have an appropriate and valid State of Texas Driver's License authorizing the operation of such vehicle, and must keep supervisors informed of any change of status in their licenses. Failure to report such a change in status may result in corrective action.

- Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or mobile equipment operator may result in demotion, transfer or termination of employment.

Driver's Insurability: Employees whose positions require the operation of a motor vehicle are expected to obey all traffic laws and avoid accidents at all times, even when driving their own vehicles during non-working hours.

- Failure by employees to maintain a driving record satisfactory to the City's general liability insurance carrier shall result in termination of employment.

- Upon request, employees receiving reimbursement for mileage driven while on the job must show proof of minimum insurance as required by the State of Texas.

All employees are expected and required to report to work on time and in appropriate mental and physical condition for work. Our intent is to maintain a drug-free, healthful, safe and secure work environment.
If employees are taking a drug or other medication, whether or not prescribed by a physician, which is known or publicized as possibly impairing judgment, coordination, or other senses important to the safe and productive performance of work, they must notify their immediate supervisor prior to starting work. Management will determine whether they can work and impose any necessary work restrictions.
The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on City premises or while conducting City business off premises is absolutely prohibited. Violations of this policy will result in corrective action and/or termination of employment, and may have legal consequences.

The City recognizes alcohol and drug abuse as a potential health, safety and security problem. If employees need help in dealing with such problems, they are encouraged to use our health insurance plans, as appropriate. Conscientious efforts to seek help for an alcohol or substance abuse problem will not jeopardize their job and will not be noted in their personnel records.

When there is evidence to reasonably suspect that an employee has reported to work or is working impaired due to alcohol or drugs, the employee may be asked to submit to alcohol and drug testing. Any employee involved in either a job-related accident or incident involving the apparent violation of a safety rule or standard, which did or could have resulted in serious injury or property damage, may be asked to submit to alcohol and drug testing. A supervisor must relieve the employee of duty or take the employee to the City Medical Advisor for testing and/or evaluation. No employee, reasonably suspected to be under the influence of drugs or alcohol, will be allowed to drive themselves to be tested/examined or to drive home.

Employees must, as a condition of employment, abide by the terms of this policy and submit to drug and alcohol testing, and report any conviction under a criminal drug statute for violations occurring on or off City premises while conducting City business. A report of a conviction must be made to the Human Resources Director within five days after the conviction. This requirement is mandated by the Drug-Free Workplace Act of 1988. For more detailed information, consult the Human Resources Director. The City utilizes the following drug and alcohol tests and procedures.

Pre-employment: Applicants must undergo a drug screening examination for illegal drugs and/or controlled substances prior to acceptance for final employment.

Reasonable Suspicion: If reasonable suspicion of substance abuse exists that an employee has used, possessed or is under the influence of alcohol, any illegal drug, or any controlled substance, the employee may be required to submit a urine and/or blood specimen for testing. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

- A pattern of abnormal or erratic behavior.
- Direct observation of drug or alcohol use.
- Presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).

Post-accident: Whenever an employee is involved in an accident in which it causes any bodily injury or property damage, the employee will be required to submit a urine specimen for testing as soon after the accident as possible.

Random Testing: Under the direction of City Manager, a random test may be conducted on selected groups of employees. The selection criteria for the tested group will insure that no one individual is singled out for testing. Mandatory testing of all employees in the selected group is required. The purpose of random testing is to insure our work areas remain safe and free of drug and alcohol abuse. The laboratory will conduct random selection.

Testing Procedures: An employee reasonably suspected of the use of illegal drugs or unauthorized controlled substances and/or alcohol while on duty will be taken to the Certified Testing Facility for testing. Chain-of-custody procedures will be followed when obtaining samples.

The Department Head at his/her discretion may have the employee taken home and paid for the time required to get test results or may assign the employee to safe light duty pending the test results.

The results of the drug test will be delivered to the Human Resources Director. In the event of a confirmed positive test result and the absence of a legitimate medical explanation for it, the employee tested will be subject to corrective action or termination of employment.

There are special background checking and drug testing requirements for all City drivers required to have a Commercial Driver's License (CDL). Contact the Human Resources Director for specific information.

The City encourages its employees to attend educational conferences and take self-improvement and job-improvement courses, which are related to their work. Additional education is one of the measures used in making recommendations for advancement and promotion. Unless required by the City or otherwise approved by the City Manager, all courses and conferences are at the employee's expense.

Leave without pay may be granted to regular full-time or regular part-time employees for the purpose of furthering their education, so long as such studies are deemed to be of value to the City and of a beneficial nature to the employees in performing their current duties. Educational leaves may not exceed twelve (12) months duration.

Prior approval by the Department Head and the City Manager is required for educational leave. An employee granted an educational leave of absence without pay will retain their original service date, but will not accrue any fringe benefits while on leave.

Employees returning from an educational leave in excess of thirty (30) calendar days' duration will be subject to reinstatement on the same terms as are applied to employees returning from disability leave.

Access to the City's e-mail system, Intranet and the Internet is limited to business use only. All use of the e-mail system and all Internet activity are subject to inspection, monitoring and logging to enforce this policy. Any employee found to be in violation of this policy is subject to corrective action and/or termination of employment. Examples of misuse include, but are not limited to:

- Engaging in any kind of business activity which is not in support of the City.
- Attempts to gain unauthorized access to any computer or communications system.
- Playing computer games during working hours and browsing the Internet purely for entertainment.
- Utilization of the City's equipment and services to access, transmit, receive or archive illegal or sexually explicit material, or material which promotes hate, violence or discrimination of any kind.

The City's Employee Assistance Program provides professional assistance to employees and their families when they experience personal difficulties. Difficulties may involve, but are not limited to, substance abuse and marital, family, legal or financial problems.

All regular full-time and regular part-time employees and their household members are eligible for telephonic EAP services.

Confidentiality: When an employee utilizes the services of the program by directly contacting the EAP, the City will have no knowledge of the contact.

If misconduct or declining job performance brings illegal or non-prescribed drug or alcohol abuse problems to light, corrective action or termination of employment may occur. Employees, who seek diagnosis and accept treatment for alcohol or drug-related problems before the problems become evident through misconduct or declining job performance, can do so on a strictly confidential basis using the leave policies (sick leave, vacation, personal leave, and unpaid special leave) currently available.

Employees attending EAP sessions may use appropriate leaves of absence, upon approval from their Department Head. When in-person EAP services such as rehabilitation are required, the costs incurred are the responsibility of the employee. Medical Plan Insurance may be used to the extent provided under the individual's health insurance coverage.

All employees are expected to become acquainted with the performance criteria for their particular job and with all rules, procedures and standards of conduct established by their department and by the City. Further, their conduct away from work must not adversely affect the City, its reputation, operational success, or relationship with its employees, citizens or others doing business with it.

If employees do not fulfill the responsibilities set out by such performance criteria, rules, procedures and standards of conduct, corrective action, the severity of which will depend upon the circumstances, should result. Corrective action must be taken only when an investigation of the facts shows that it is justified. If employees disagree with a decision regarding corrective action, a complaint procedure is available to them.

It is important that all employees understand what is expected. It is impossible to write procedures covering every situation. The following are some examples of employee conduct that are not permitted and that will result in corrective action and/or termination of employment:

- Conduct that an employee has been informed is unacceptable.
- Failure to maintain satisfactory work performance standards.
- Failure to respond while “on-call”.
- Violation of public law when at work on the premises or off the premises when engaged in a work assignment.
- Falsification of time records, personnel records or other City records.
- Smoking in City facilities or vehicles.
- Gambling, participating in lotteries or any other games of chance on the premises any time.
- Violation of the Drug and Alcohol-Free Workplace Policy of the City.
- Soliciting, collecting money or circulating petitions on the premises other than within the rules and regulations of the City.
- Possession of firearms, explosives or other lethal weapons on the premises or in City vehicles.
- Abuse or waste of City tools, equipment, fixtures, property, supplies or goods.
- Creating or contributing to hazardous, unhealthy or unsanitary conditions.
- Violations of safety rules or acceptable safety practices.
- Failure to cooperate with a supervisor or co-worker, impairment of function of a work unit or disruptive conduct.

- Disorderly conduct, harassment of other employees (including sexual harassment) or use of abusive language on the premises.
- Fighting, encouraging a fight, or threatening, attempting or causing injury to another person on or off the premises when engaged in a work assignment.
- Sleeping on the job.
- Dishonesty or the unauthorized possession, removal or use of City or another employee's property, including records and confidential information.
- Creating a condition hazardous to another person on the premises.
- Destroying or defacing City property or records or the property of an employee or citizen.
- Refusal to follow instructions or to perform designated work or refusal to follow established rules and regulations.
- Unauthorized audio or video recording on City premises, in City vehicles or at off-premises work-related activities.
- Repeated tardiness or absence, absence without prior notification to the supervisor or without satisfactory reason, or unavailability for work.
- Violation of the policies or rules of the City.

It is our practice to ensure that violations of policies or principles of acceptable employee conduct are appropriately addressed with consistent corrective action. The following types of corrective action are available to supervisors:

- Verbal notifications
- Written notifications
- Suspension

Selection, assignment and appraisal of every employee should be as objective as possible. Where relatives are involved, it is difficult to appear objective, even under the most desirable situations. Therefore, the City will only hire relatives of current employees if the new employee works in a different department than the current employee. The City will not hire, promote or transfer a relative into a manager-subordinate relationship under any circumstances. For the purposes of this policy, "relative" means spouse, parent, child, grandparent, nephew, niece, sibling or in-law or anyone living in the same household.

Relatives considered for employment with the City must meet all job qualifications, and additionally, such hiring requires the prior approval of the City Manager.

In accordance with provisions of the Weslaco City Charter, a person who is a relative of the Mayor, the Commissioners, or the City Manager may not be appointed to any office, position, clerkship, or service to the City while that official is in office, if the person is related to the official within the second degree by marriage - affinity - (spouse, parent/child, brother, sister, grandparent, grandchild, uncle, aunt, cousin, niece, nephew), or related to the official within the third degree by blood – consanguinity - (all those listed above as second-degree plus great grandparent, great grandchild, great uncle, great aunt, or the child of a great aunt or great uncle).

In the event that the marriage or cohabitation of employees places them in violation of this policy, they will be given the opportunity to decide between themselves which of them will resign. If the employees fail to make this election within thirty (30) calendar days, the employee with the shorter length of service with the City will be discharged. At the City Manager's discretion, an employee may be transferred, provided there is an available position for which the employee is qualified.

The City of Weslaco realizes that equal employment opportunity benefits the City and its employees through the full utilization of all human resources.

The City has and will continue to provide equal employment opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against, or harassment of applicants or employees because of race, color, sex, religion, national origin, age, disability, veteran status, genetic information or any other protected status.

The City will continue to recruit, hire, promote, transfer, take corrective action and make all personnel decisions, including those related to compensation and benefits, non-discriminately and in accordance with applicable law. Further, the City will make reasonable accommodations for applicants and employees with known disabilities who can perform the essential job functions with or without such accommodations.

The City requires all employees to bring to the City's attention any information regarding any incident of possible discrimination or harassment so that the matter can be investigated and appropriate action taken. Any employee who violates the City's policy will be subject to corrective action and/or termination of employment.

One of the City of Weslaco's most important assets is the reputation of its employees for honesty and integrity. Preserving integrity demands continuing commitment. Each employee must avoid any activity or relationship that might reflect unfavorably on the City whether as a result of a possible conflict of interest, the appearance of such a conflict, the improper use of "insider information," or any other impropriety.

Although no written code can take the place of personal integrity, the following general guidelines should serve as minimum standards of proper conduct. Any violation of these policies may subject the employee involved to corrective action, termination of employment and possible civil or criminal penalties.

Integrity and a high standard of ethics are fundamental to the City of Weslaco and must be upheld by all employees. The City is committed to doing what is right. These principles are accomplished in dealings with our citizens, suppliers and fellow employees when we:

- Conduct ourselves in a forthright and honest manner.
- Are committed to excellence in citizen satisfaction.
- Are fair and considerate in all dealings.
- Maintain professional behavior in all relationships.
- Make only commitments we believe we can keep - and keep them.
- Exhibit an attitude of professionalism and common courtesy.
- Respect the rights and dignity of all individuals.
- Obey the letter and intent of the law.

Every employee of the City is a public servant and, as such, is held to the highest standard of ethical conduct. Consistent with this public trust, employees may not:

- Use their official positions to secure special privileges or exemptions for themselves or others; grant any special consideration, treatment, or advantage to any citizen, individual, or group beyond that which is available to every other citizen, individual, or group;

- Disclose, without proper authorization, confidential information that could adversely affect the property, government, or affairs of the City, nor directly or indirectly use any information for their own personal gain or benefit, or for the private interests of others;

- Engage in any outside activities which will conflict with or will be incompatible with, the duties assigned to them in the course of their employment with the City, or reflect discredit upon the City, or in which their employment with the City will give them an advantage over others engaged in competition with the employee's personal business or vocational pursuits;

- Represent, directly or indirectly, or appear in behalf of private interests before any agency of the City or City board or commission, nor shall they represent any private interest in any action or proceeding involving the City, nor shall they accept a retainer or compensation that is contingent upon a specific action taken by the City or any of its agencies;

- Represent, directly or indirectly, or appear in behalf of the City before any agency, public or private, in a manner that may commit or embarrass the City to perform any specific duty, without proper authorization from the City Manager;

- Use City funds, supplies, equipment, vehicles, or facilities for any purpose other than conducting official City business. Unauthorized use for personal reasons may result in dismissal;

- Have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee.

Employees are permitted, as private citizens, to support political candidates for public office. City employees may not, however, hold or run for a political office of the City. City employees are not permitted to use their working time or City resources (includes the wearing of City uniforms, badges, or insignia) to participate in a political campaign or any other political activity. The term "participate" includes, without limitation, making political speeches, telephone solicitation, distributing political literature, or writing or handling letters related to a political campaign or activity. Campaign posters may not be displayed on City property.

As a general practice, if an employee resigns employment of the City, the employee will be requested to participate in an exit interview. Information obtained through this interview will assist in identifying areas where the City is doing things right and also provide input on areas where the City may want to consider improvements. The exit interview may also be used for such matters as the employee's return of keys, City property, receipt of final paycheck, etc.

The City of Weslaco uses the "Look forward" method to determine the 12-month period.

- Twelve weeks of leave during the year beginning on the first date FMLA leave is taken.
- The cycle repeats as needed in following years.

The Family and Medical Leave Act of 1993 (FMLA) entitles qualified employees, with at least 12 months of service and where 1,250 hours were worked during the 12-month period immediately preceding the commencement of the leave, to as much as 12 weeks of unpaid leave of absence for the following five reasons:

- The birth of a child, to care for that child.
- The placement of a child for adoption or foster care.
- The serious health condition of an employee's spouse, child or parent.
- An employee's own serious health condition.
- An employee's spouse, son, daughter, or parent is a member of any branch of the Armed Services and has been deployed or called to active duty (or has been notified of an impending call or order to active duty).

FMLA eligible employees are also entitled to a combined total of 26 weeks of unpaid leave to care for certain relatives with a serious injury or illness and who are or have been military service members.

Employees are required to notify the Human Resources Director of their need for FMLA leave. Requests for further information on FMLA leaves of absence should be made to the Human Resources Director.

FMLA is enforced by the Wage and Hour Division of the U.S. Dept. of Labor. This agency investigates complaints of violations. For information on how to file a complaint, contact the Wage and Hour Division. To locate the nearest Wage-Hour Office, telephone their toll-free information and help line at 1-866-487-9243.

Leave with pay for a period of up to three days (paid for a regular 8-hour day at the normal hourly rate and with one day charged to accumulated sick leave) is granted to regular full-time employees (employed for six months) when a death occurs in their immediate family. Immediate family includes the employee's spouse, and their children and stepchildren, parents, brothers, sisters, and grandparents.

- The employee must be in a pay status at the time the death occurs to be eligible for paid leave, and upon request, provide proof of death.
- Any requests for additional funeral leave with pay must be approved by the City Manager.

City employees and members of their immediate family may not solicit or accept any business-related gift, service, payment, favor, entertainment or other thing of value from anyone, either inside or outside the City. This does not extend to gifts or entertainment of a moderate nature provided on a customary basis.

City employees may not offer gifts or gratuities which could be construed as influencing or rewarding a particular course of action. This prohibits gifts or gratuities to an employee or representative of any citizen, supplier, the media, or any other organization doing business with the City.

Health insurance: The City provides health insurance coverage options to all regular full-time employees on or before the 90th day of employment. Health insurance coverage for dependents is available and must be paid through payroll by the covered individual. Booklets describing the terms of coverage are distributed to all employees at the time of enrollment. Employees may contact the Human Resources Department for further information.

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) provides that all employees are eligible to continue their group insurance coverage for at least eighteen (18) months when employment is terminated due to resignation, reduction of work hours, or dismissal for reasons other than gross misconduct.

The law also entitles dependents of a covered employee to continue their group health insurance coverage for up to eighteen (18) months upon the termination of covered employee or a reduction in such employee's hours of employment; and up to thirty-six (36) months upon the death of a covered employee, or the employee's divorce or legal separation, or when dependent children are no longer an "eligible dependent" under the definition in the policy, or when the employee becomes Medicare eligible.

The employee or dependent must request continuation of coverage and must pay the full cost of coverage, plus two percent. Requests of continuation of insurance coverage will be made to the Human Resources Department.

Life insurance will be provided beginning on the first day of employment to all regular full-time employees.

Regular full-time employees are eligible for holiday pay. The City observes certain paid holidays, each year. If one or more of these holidays fall on either Saturday or Sunday, the preceding Friday or the following Monday respectively will be declared as an alternate day off. Other holidays will not be recognized as paid holidays. Upon prior approved request, employees may observe other holidays by charging the time off against vacation or leave without pay. The following holidays are observed:

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

Employees will not be charged a day of vacation for any holiday falling within a period of paid vacation. Straight-time will be paid for all non-worked holidays. Employees qualify for holiday pay only if they are in a pay status on the work day immediately before and after a holiday. During a holiday work week, overtime is figured after 40 hours of worked time (non-worked holiday hours do not count as work time).

Although holiday work should be kept to a minimum, a Department Head may, with the consent of the City Manager, require any employee to report for work on any of the holidays listed above.

Non-exempt employees who are assigned to a shift often may be unable to receive time off for the holiday. Non-exempt, full-time employees who are directed to work on a holiday shall be compensated at two-and-one-half (2-1/2) times the regular rate for hours worked on the holiday, that is, time-and-one-half plus their holiday pay (not to exceed eight hours).

An identification badge with the employee's picture is issued to all employees. Employee identification badges must be worn and readily visible at all times while employees are working on or off City premises.

- Loss of an identification badge must be promptly reported to Human Resources. The cost charged to an employee for replacement of a lost badge as stated in the Master Fee Schedule.
- Identification badges remain the property of the City and must be returned to department upon termination of employment.
- In cases of suspension, employees may be asked to return their badge for the duration of the suspension.

The City intends is to remain open despite weather conditions to meet its commitments to its citizens. We are equally concerned for employee safety. Employees must exercise their own judgment about personal safety. Corrective action will not be taken if employees decide not to travel because of hazardous conditions. Employee must follow the call-in procedure established by their Department Head.

Whenever non-exempt employees are absent from or late for work or leave early because of inclement weather, they must charge such time away from work to accrued vacation or leave without pay. If sufficient vacation leave is not available to cover the absence, late arrival or early departure, leave without pay will be charged automatically. Exempt employees who miss an entire day of work due to inclement weather should charge it to accrued vacation to avoid being charged with an unpaid absence.

A regular full-time employee who is called for jury duty or subpoenaed to serve as a witness in a court case or administrative agency in which the employee is not a principal (a plaintiff or a defendant) will be granted time off for a maximum of five days. Accrued vacation or time off without pay must be used to cover any additional time needed for such purposes.

To be eligible for jury duty/court time pay, an employee must notify their Department Head that they have received a summons or subpoena by the next workday after receiving it. Additionally, an employee must submit a copy of the statement from the court showing the dates served on jury duty or as a subpoenaed witness to their Department Head on the first workday following return from court service. Employees are expected to work, if reasonably possible, that portion of their normal workday not spent in court or performing duties in connection with court service.

Compensable Court Leave: Employees who are subpoenaed to testify in a case concerning matters within the course and scope of their City employment, or who are summoned for jury service, will be paid their regular wages or salary for the period of such service, and may retain any witness fees or juror fees in addition to their regular pay.

There may be a time during your employment when you and your immediate supervisor consider that your best interests or those of the City would be served if you were to be granted a leave of absence without pay.

All employees who have been employed by the City for one full year are authorized to request a leave without pay. Employees desiring a leave of absence must submit a written request to their Department Head as far in advance as possible

With the interest of the City being given first consideration and for good cause, your Department Head, with the approval of the City Manager, may grant leaves of absence without pay for a specific period to be fixed at the time the leave is granted. All accrued paid vacation leave shall be exhausted prior to taking personal leave. Failure to return to work at the end of the leave will result in termination of employment.

Before beginning leave without pay, employees must make arrangements with the Human Resources Director if they desire to continue group insurance coverage. Insurance coverage will continue until next scheduled pay period for both employee and family coverage. Prior to that time, the employee will be notified that a leave of absence without pay is a "qualifying event" under COBRA. The employee is required to make payment to keep both employee and family insurance in force. Failure to remit timely payment will result in loss of both employee and family health insurance coverage.

- Life Insurance will be suspended until employee returns to work full-time.
- Retirement will be suspended until employee returns to work full-time.
- Neither paid vacation leave nor sick leave accrues during an unpaid leave of absence.
- Holiday pay will be suspended until employee returns to work full-time.

The City recognizes that employees with life-threatening illnesses, such as cancer, heart disease and AIDS, may wish to continue their normal pursuits, including work, to the extent that their condition allows. The City will make reasonable accommodations to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs. Medical information on individual employees is treated confidentially, and the City will take every reasonable precaution to protect such information from inappropriate disclosure.

The City recognizes the continuing need for a strong national defense and the accompanying role of military service. The City will make every effort to cooperate with employees participating in such programs. If employees are required to attend two-week annual training or other training, as a result of National Guard or Reserve obligations, they will be granted this time off without pay. Within one workday following receipt of their military orders, employees must provide their Department Head with a copy.

Any employee who has to take a pre-induction physical or related examination will be allowed reasonable time-off with pay to take the examination.

An employee entering basic training in the Armed Forces or National Guard, or a tour of regular duty in the U.S. Armed Forces, will be paid for any unused vacation earned. The employee performing such military duty will retain his original service date with City, but upon returning from duty, the employee will receive credit for paid vacation from the day he left for active duty.

Guard Duty/Reserves Pay/Active Duty: Employees absent for guard duty/reserve duty/active duty in the U.S. Armed Forces, the Texas National Guard or State Guard will receive pay up to a maximum of fifteen (15) calendar days per calendar year for such military service. In order to receive paid military leave, employees must present a copy of their orders for military duty to the Department Head at least two (2) weeks before the date they report for military duty.

The Department Head or their designee will furnish a copy of the documentation to the Human Resources Department for inclusion in the employee's personnel records.

Reinstatement after Military Leave: Eligibility for reinstatement to a former job (or equivalent) at the end of military leave is dependent on the employee meeting these conditions:

- The employee must be mentally and physically fit to perform the duties of the position.
- The employee must return to duty with the City within the following time limits:

An employee who is called into active military service in the U.S. Armed Forces, Reserves, or National Guard for an indefinite period of time in excess of six (6) months must apply for reinstatement within ninety (90) days after expiration of his active military service.

An employee who is a member of the Reserves or National Guard who is called to duty for a period of six months or less must apply for reinstatement within thirty-one (31) days after the expiration of his active-duty service.

City Hall will be open Monday through Friday from 8:00 a.m. to 5:00 p.m. except for observed holidays. Under the direction of the City Commission and/or City Manager, operating hours may be altered to meet the needs of the public.

Other City offices and departments will maintain the hours and work schedules that the City Manager determines are necessary to provide public service. Conformance to these work hours and work schedules is the responsibility of each employee and will be enforced by the respective Department Head, or designee, and ultimately the City Manager. Employees shall work during an emergency upon the request of their supervisors.

Employees may be placed on call for a one (1) week period of time (i.e., Friday 5 PM to Friday 5 PM).

Employees who are placed on call will receive 4 hours of pay at their regular rate of pay (not to be included in overtime pay calculations). Calls will be paid at a minimum of 15 minutes per call and rounded up to the nearest 15-minute interval.

Work is only considered a call after 5 PM. If the employee who is on call receives a call at 5 PM, it would not be recorded as a call. It would simply be considered working late and recorded as such.

Any call received on a holiday will be paid at the rate of 1-1/2 times their regular rate of pay (regardless of whether or not the employee has worked over 40 hours during that work week) up to a maximum of 8 hours, in addition to any holiday pay.

The City will recruit both internally and externally for qualified applicants to fill open positions.

Open positions will post internally on the city's website at least 72 hours prior to posting the open position to the public. Occasional requests to post concurrently (internally and externally) must be approved by the City Manager. Employees submitting applications within the 72-hour period will be given priority consideration before outside applicants are considered.

Employees who submit an application after the 72 hour period expires, will be considered without priority over outside applicants. However, when the qualifications of an outside applicant and an employee for an open position are deemed equal, preference will be given to the employee.

The Human Resources Director is responsible for advertising to the public and screening applicants for compliance with the City's employment eligibility requirements.

Department Heads or their designees will conduct the selection process and will make the final decision on employment.

The first six months of employment are considered an orientation period. During this "get acquainted" time, newly hired employees' demonstrated ability to do the job for which they were hired, conduct and ability to work with others are to be evaluated by their supervisor with particular care. Their supervisor must complete an orientation evaluation by the end of this period. Prior to the expiration of an employee's orientation period, if a final evaluation meeting has not been scheduled, the employee should request one from their immediate supervisor.

- Employees will be granted regular status if they satisfactorily complete the orientation period, as evaluated by their supervisor.
- A decision based on this evaluation, to terminate the employment relationship, is not subject to the City's formal complaint procedure.
- The orientation period will be automatically extended by the number of scheduled workdays an employee is absent, regardless of cause.

At any time during the orientation period the City Manager, upon the recommendation of the Department Head, may remove an employee if the employee's conduct or job performance does not justify continuation in the employment of the City.

The normal starting pay rate for new employees with no experience will be the minimum of the grade to their job.

Full-time employees may not engage in any type of outside employment whether paid or unpaid, including self-employment and consulting, if the employment or consulting:

- May embarrass or discredit the City.
- May affect an employee's impartiality, objectivity or efficiency in performing duties.
- Involves the use, possible use or disclosure of proprietary or confidential information of the City, or such information of others, held by it.
- Involves, in any way, a supplier, customer or vendor of the City.
- Is conducted during, or conflicts with an employee's scheduled work times.
- Involves the use of the City's equipment, supplies, software or other resources.

Before engaging in any regular outside employment, an employee must submit a written request to their Department Head and be notified in writing that it has been approved by the Department Head and the City Manager.

Requests must contain a complete description of the proposed outside employment. Employees must seek approval from the Department Head and the City Manager for any changes in outside employment.

All requests that an employee work overtime has precedence over the employee's schedule commitments to any other employer.

If it is subsequently determined that an employee's outside employment interferes in any manner with the employee's performance of duties for the City, permission for outside employment may be rescinded. Failure to terminate outside employment after receiving notice to do so may result in termination of employment.

Approval for outside employment automatically expires at the end of each fiscal year. It is the employee's responsibility to renew their approval from the Department Head and the City Manager for continued outside employment.

The workweek is Sunday through Saturday, and the standard workweek is set at 40 hours. When overtime is required and worked, overtime pay is as follows:

Only non-exempt employees working overtime will be paid at one and one-half the base hourly rate for time worked in excess of 40 hours in any workweek. Holidays, sick days and vacation days will not be considered as time worked for purposes of calculating overtime pay.

Except in bona fide emergencies, working overtime must be authorized in advance by a Department Head or designee. An emergency is a sudden, unanticipated event requiring immediate action to protect persons or property from imminent danger. Failure to obtain such authorization may result in corrective action and/or termination of employment.

Overtime is a part of every employee's job requirements. The City expects that employees will make every effort to work overtime when requested to do so. Refusal or repeated inability to work necessary overtime may be grounds for termination of employment.

Non-exempt employees who are called into work during off-duty hours will be paid for not less than one hour's wages and time actually worked will be rounded-up to the nearest quarter-hour increment.

City parking lots are part of the City premises. All City policies and rules apply to employees and their vehicles while on these lots. Employees must observe the parking rules established by the City, including the parking space restrictions for visitors and the disabled.

- Use of City parking lots is at employees' own risk. The City assumes no responsibility for any damage to or theft of, any vehicle or personal property left in a vehicle while on its lots.
- Personal and City units while parked at City Hall must observe the blue line, parking west of the seventh parking space from the front door.

Part-time employees are those who are regularly scheduled to work less than forty (40) hours per week.
Temporary employees are employees who work either part-time or full-time, but who are hired with the understanding that the working hours may vary and employment will not be continued beyond the current fiscal year.

Part-time and temporary employees are ineligible for any of the City's benefits, and thus receive only their agreed wages or salaries. Part-time or temporary employees will be provided with a uniform if required by the respective position.

Volunteers are those who receive no compensation from the City, including those whose work time are paid through another program such as Workforce Youth Training or AARP and have been assigned to the city for at least 3 consecutive months with a minimum of 20 hours per week. However, all policies and procedures shall apply.

Each year, the City Manager may recommend to the City Commission an annual cost of living increase. If a cost of living increase is granted by the City Commission, then the City's current pay chart will be multiplied by the new cost of living increase. The new pay chart will become the City's official pay schedule.

Seniority/Stability pay will be accrued and carried for all regular, full-time employees and paid at separation of employment, except for civil service employees. This pay shall be $50.00 per/year for the first 10 years, $100.00 per/year each year after as established by the City Commission for each year of service to the City.

Cost of living increases shall be considered on an annual basis as part of the budgeting process. Approved increases take effect at the beginning of each fiscal year. Pay increases due to promotion to a new position may occur at any time throughout the year, and will normally coincide with the beginning of a new payroll period. Employees promoted to a new position will receive the pay equivalent to at least the minimum of the new position’s pay grade.

Employees will receive their pay according to the time schedule set by the Finance Department and approved by the City Manager. When a regular payday falls on a holiday, pay will be received on the last working day prior to the holiday.

Employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act will be paid bi-weekly; non-exempt employees will be paid bi-weekly.

Under Texas law, the City is required to take action in the event of garnishment, attachment, or judgments against an employee's earnings for the collection of overdue income taxes, court-ordered child support payments, and garnishments ordered by a bankruptcy court. Employees are not allowed to assign their wages to any other person.

With each pay, employees receive an earnings statement. The statements of employees who are subject to the overtime pay requirements of the Fair Labor Standards Act will indicate "regular" and "overtime" pay. Non-exempt employees are prohibited from working overtime unless such work is authorized in advance by the Department Head or their designee.

Upon receiving each earnings statement, an employee should make sure the hours, pay rate, and deductions are correct. If pay is not correct, the employee must ask for errors to be corrected immediately.

Authorized Payroll Deductions: Earnings statements show the itemized deductions from pay. Some deductions are required by law and others are voluntarily authorized by employees. Deductions required by law include Texas Municipal Retirement System, Withholding Tax, Federal Insurance Compensation Act (FICA) and court-ordered garnishments.

Voluntary deductions may include, but not limited to group health and life insurance premiums for dependent coverage, dental insurance, charitable contributions, contributions to a Section 457 Plan, supplemental Insurances/Cafeteria Plan (Section 125). Voluntary deductions are not made unless authorized by the City Commission and by the employee in writing.

All employees are expected to present a positive image through a neat and clean appearance. At City of Weslaco, it is required that you dress in a manner appropriate for your work environment. Dressing professionally and being clean and well-groomed signals self-pride, the respect you have for your co-workers and reflects favorably upon the City to our citizens and visitors. With this in mind:

- Clothing should be clean, neat and free of holes, tears and stains.
- Good personal hygiene is essential and includes a regular bath/shower, use of deodorant, and appropriate oral hygiene.
- Strong odors caused by personal fragrances can be offensive and must be used in moderation out of concern for the comfort of others.

For certain work areas, detailed dress rules have been established. If you have any questions about the rules that apply to you, consult your immediate supervisor.

- Clothing or other personal appearance items may also affect your job safety. Depending upon the nature and location of your work, you may be required to wear special protective clothing and equipment to assure your safety.

Employees who report for work in attire considered to be inappropriate or unsafe may be denied work until the appearance issue is corrected. Repeated violations of the dress rules can result in termination of employment.

Employees assigned to wear uniforms must do so while on the job. No exceptions will be allowed without a doctor's certification. No city issued uniforms are to be worn while an employee is not working.

Supervisors are responsible for insuring that their employees wear their city issued uniforms at all times and dress in proper attire. Any employee not wearing their assigned city issued uniform will not be allowed to conduct city work and may receive corrective action.

Personal Days: Regular full-time employees may request approval from their Department Head to take up to (4) personal days per year. Approval will be granted with the interest of the City being given first consideration.

New hires (regular full-time) receive one (1) personal day if they satisfactorily complete the 6 month orientation period. Current regular full-time employees receive two (2) personal days October 1st and one (1) on January and April.

Unused personal days may not be carried forward into a following year.

Personnel files and records will be kept on each employee in the Human Resources Department, which serves as the custodian of all official personnel records of the City.

Daily records of attendance will be maintained by each Department. The Department Head or designee is responsible for insuring that accurate records are kept on all employees in the department. The original signed records will be forwarded to the Finance Department as authorization for payroll preparation.

Records for earned vacation time, overtime hours and accumulated sick days will be maintained by the Finance Department. Each Department Head or designee will ensure that accurate records are forwarded to the Finance Department.

All requests for time off including all types' leaves of absence are to be forwarded by the Department Head or designee to the Human Resources Department for processing.

Some personnel records are considered public and may be disclosed to a third party. It is the responsibility of the employee to be sure that the personnel file includes a form requesting contact information be withheld. As best as practical, Human Resources will notify the employee when a request has been made for any contents of the personnel file.

Employment with the City is contingent upon an employee's ability to perform the physical and mental requirements of the job, with or without a reasonable accommodation.

Applicants and employees may be required to submit to a physical examination by a physician of the City's choice as a condition of initial or continued employment.

Employment is conditioned upon the individual's authorization to their physician to disclose the results of the examination to appropriate City officials. In the event a physical or mental condition prevents an employee from performing the essential job functions of his/her position with or without a reasonable accommodation, permanently or for a period of time in excess of the maximum permissible leave of absence, termination of employment may occur.

However, the City may decide, in its sole discretion, to offer the employee another position that he/she can perform, with or without reasonable accommodation.

All promotions must be recommended to the City Manager by the employee's Department Head or another Department Head. The City Manager makes the final decisions concerning promotions. Employees may be granted promotions based on the following:

- Progression to a higher position based upon documented performance reviews indicating superior performance and increasing capability.

- Progression to a higher position based upon increased job responsibilities, coupled with demonstrated superior performance.

Promotions will be accompanied by commensurate salary increases as approved by the City Manager.
Temporary or Interim Promotions: If an employee is temporarily appointed to serve as an interim supervisor or Department Head, the employee shall receive temporary additional compensation in addition to their regular pay. This compensation shall be determined on a case-by-case basis, but shall not be less than the lowest step of the next level or the next step within the employee's current level. Extra pay for interim service shall only be paid for actual time served.

The City will endeavor to plan its operations and finances so as to avoid economically caused reductions in force. The scope and/or financing of operations may sometimes change to such an extent, however, that it becomes necessary to remove employees from their positions for purely economic or organizational reasons.

In the event a reduction in force becomes necessary, employees will be retained primarily on the basis of their conduct record, skills, demonstrated job performance and, secondarily, their length of service with the City.

A regular full-time employee will not be removed from a position in a reduction in force unless all temporary and part-time employees serving in the same position have already been removed.

An employee whose service is terminated due to reduction in force shall receive two weeks' notice, plus pay in lieu of any unused vacation not to exceed thirty (30) days.

The City Manager will determine the disposition of an employee identified for termination of employment during a reduction in force. The employee may be offered an open position for which the employee is qualified.

The City does not provide and no manager or supervisor is authorized to provide employment-related letters of recommendation. However, the City will respond to all employment reference check inquiries from other employers. The Human Resources department alone is authorized to provide reference information on current and former employees. Where there is any concern about the release of information, the City Attorney shall be consulted for guidance.

Responses to these inquiries will usually be limited to first day of work, last day of work and job title. However, if an employee has authorized in writing the release of wage rate or salary, that information will also be revealed.

For Texas Employment Commission hearings on unemployment insurance, the City will cite the specific reason(s) for termination and will supply a copy of the letter of termination, which states the specific reasons.

To be accepted for employment, applicants must meet the following requirements:

- Satisfactory work experience and/or character references;
- A valid Social Security number and proof that the individual is legally authorized to work in the United States;
- Be at least eighteen (18) years of age. Exceptions may be authorized by the City Manager for applicants between the ages of fifteen (15) through seventeen (17). All Federal and State child labor laws will be followed in the employment of applicants under the age of eighteen (18). Police officers and firefighters must meet the age requirement imposed upon their positions by state law;
- Understand, agree to, and sign all required employment forms within ten days after receipt;
- Possess the mental and physical ability to perform the duties of the job classification, with or without reasonable accommodation;
- Reside in Hidalgo or Cameron Counties. Additional residency requirements may be imposed by the City Manager on those employees whose positions may require their availability for duty on short notice;
- Dependable transportation to and from work;
- Be a high school graduate, or equivalent, except for laborer positions and certain part-time and temporary positions. Exceptions will be granted to other positions only with the prior approval of the City Manager;
- Possess the appropriate class license, as assigned by the Texas Department of Public Safety, and as determined by position held, and be "insurable" under the standards of the City's general insurance carrier.

To resign in good standing, an employee must give the Department Head at least two (2) weeks prior notice, unless the City Manager agrees to a shorter period of notice because of extenuating circumstances. The first day of this two-weeks' notice (14 days) will commence on the day after the notice is given.

A verbal or written notice of resignation shall be given by the employee to their immediate supervisor. Once tendered and accepted, the effective date of the resignation is not subject to modification unless approved by the City Manager. This notice of resignation shall be forwarded to the Human Resources Office and it will be noted or placed in the employee's personnel file.

A paid rest period not to exceed fifteen (15) minutes will normally be provided, whenever possible, in both the first half and the second half of the day. Department Heads or their designees will determine the timing of rest periods consistent with departmental needs and to assure efficient service to the public. There is no pay in lieu of rest periods not permitted or not taken.

Employees will normally be given an unpaid meal period of a half-hour or an hour each day, as determined by the Department Head or designee. Non-exempt employees may not skip or shorten designated meal periods or perform work for the City during the meal period, without the express permission of their immediate supervisor. Whenever possible, employees should spend their meal periods away from their workstations or work areas.

The City of Weslaco participates in the Texas Municipal Retirement System (TMRS), created by the Texas Legislature to provide a retirement and disability pension plan for municipal employees in the State of Texas.

The TMRS plan requires employee contribution through payroll deductions. An amount is also contributed by the City. Membership in the retirement system is mandatory for all regular employees (except firefighters) who work a minimum of 1,000 hours per year. The employee's contribution to the system is 7% of gross salary effective April 1, 2006. The City's matching contribution is set annually.

Employees who leave City employment prior to retirement will, upon request, be refunded their vested portion of the retirement account.

Employees are eligible to retire under the TMRS plan if they have at least twenty (20) years of credited service (at any age) or, alternatively, have attained the age of sixty (60) and have at least five (5) years of credited service.

Fire Department personnel are covered under the State Firefighters' Pension Plan.
Any employee who has 15 years of service completed on/or before February 18, 2003, at retirement shall receive $100 for each year of service.

Employees with less than 15 years of service as of February 18, 2003, at retirement shall receive $100 for the first ten (10) years and $150 for each year after (total amount not to exceed $2,500).

The City provides employees with tools, equipment, and vehicles that are in safe operating condition and suitable for the work being performed. Nevertheless, good safety practices and habits by employees are the best protection against work-related hazards.

All employees must follow all the safety procedures established by their department. Further, all employees are required to operate City vehicles and equipment safely and in compliance with all municipal and state vehicular regulations. All employees must also comply with the Safety and Accident Prevention Program provided by the City. The failure to comply with the Safety and Accident Prevention Program will result in corrective action and/or termination of employment.

Safety Recommendations: The City Manager shall appoint a Safety and Accident Prevention Committee Coordinator(s) for the City. The Safety and Accident Prevention Committee shall meet on a scheduled basis to review all accidents involving personnel and equipment and make recommendations necessary to prevent such accidents from happening in the future. Recommendations will be reviewed and approved by the City Manager prior to implementation.

Safety Meetings: Department Heads shall work with the Accident Prevention Committee to arrange and conduct safety meetings that will be beneficial to their departmental operations and minimize work-related accidents.

To protect our employees and ensure the safety and security of City facilities, the City reserves the right to ask questions as well as search employees, their cars, desks, files, lockers and belongings while on City premises.

- Search of an employee's person and belongings will be initiated by a request for an employee to permit the inspection of personal belongings such as the contents of a locker, toolbox, pockets, purse or automobile, as part of an investigation where unauthorized possession of property or possession of contraband materials is suspected.

- Employee submission to the search procedure is a condition of continued employment and failure to cooperate in a search or investigation can lead to termination of employment.

Vehicles, desks and lockers may be provided for the convenience of employees, but remain the sole property of the City. Unauthorized storage of City property and overnight storage of perishable food in employee desks and lockers is not permitted. Only City provided locks may be used to secure employee desks and lockers.

- In order to assure compliance with these rules, and in the interest of maintaining a safe, drug-free workplace for all its employees, the City retains the right to open employee desks and lockers and inspect their contents any time and without notice.

- The City accepts no responsibility for theft or damage to personal property placed in employee desks and lockers.

The City is committed to taking all steps necessary to maintain a productive work environment free of harassment and intimidation of any type, including on the basis of sex, race, color, religion, national origin, age, genetic information, disability, veteran status or any other protected status.

Sexual harassment jeopardizes a productive work environment. Sexual harassment is a form of misconduct that demeans another person and undermines the employment relationship between the City and its employees. Simply put, sexual harassment is unwelcome sexual attention directed to another person that affects the person and interferes with his/her ability to do the job.

The City prohibits any employee from engaging in any type of harassing conduct. The City explicitly prohibits any sexual harassment such as:

- Making unwelcome sexual advances or propositions, unnecessary contact/touching, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, display in the workplace of sexually suggestive objects or pictures, sexually explicit or offensive jokes, or physical assault.

No supervisor, manager or other employee shall threaten or insinuate, either explicitly or implicitly, that another employee's or applicant's submission to or rejection of unwelcome sexual advances will adversely or positively affect that person's employment, work status, evaluation, earnings, advancement, or any other condition of employment.

Complaint Procedure: If an employee experiences, witnesses or suspects harassment of any type, whether by a supervisor, manager, employee or any other person, the employee must immediately report this to either their immediate supervisor or his/her manager, or may report to and/or contact the Human Resources Director, without regard to the employee's normal chain of command. If preferred, the employee may notify the City Manager directly.

Complaints will be investigated immediately and confidentially. No retaliation will be made against any person for making a complaint in good faith. Where incidents of harassment can be confirmed following investigation, the City will take appropriate corrective action to remedy all violations of this policy. Any employee found to have engaged in sexual harassment will be personally responsible for any and all claims arising from such action.

Paid Sick Leave is time off with pay because of personal, physical, or mental disabilities, medical visits, or the care and supervision of an ill or injured immediate family member as allowed by the Family Medical Leave Act.

A regular, full-time employee earns paid sick leave at the rate of 10 hours per month (15 days per year). When an employee is absent without pay for more than fifteen (15) cumulative calendar days in any one month, paid sick leave credit is not earned for that month.

Upon hiring, an employee is eligible for paid sick leave as it accumulates. Accrual of paid sick leave is based on a normal work month. No additional sick leave can be earned for extra time worked by an employee.

With reasonable advance notice, paid sick leave may be granted for the following reasons only:

- Personal physical or mental disability from performance of duties, due to an illness or injury.
- Visits to a doctor for routine examination or care.
- Medically ordered quarantine or isolation of an employee due to exposure to a contagious disease, such that the employee's presence on the job would jeopardize the health of others
- Temporary personal disability caused by or associated with pregnancy or maternity-related condition for the employee and spouse.
- First seven days after a disabling injury or illness covered under Workers' Compensation Insurance.

Paid sick leave will not be accumulated or disbursed in the following cases:

- For sickness or injuries which are self-inflicted.
- For sickness or injuries occurring while on unpaid leave of absence.
- For sickness or injuries caused by employee's own misconduct, such as horseplay, illegal activity, or fighting
- For sickness or injury incurred while working at any outside employment.

An employee who is receiving disability income benefits under the Texas Workers' Compensation Act may not use his or her accumulated sick leave as differential pay to make up for the loss of wages during the disability period.

Regular, full-time employees will receive pay for official holidays occurring while on paid sick leave without a reduction in their paid sick leave credit.

When a qualifying sickness or injury occurs during a paid vacation leave, the period of incapacity may be charged as paid sick leave, and the charge against vacation leave reduced accordingly. Application for such a substitution should be made within two (2) working days after returning to work and should be supported by medical documentation acceptable to the City.

In order to receive paid sick leave, employees must notify their immediate supervisor of the reason for absence prior to the time the employee is scheduled to report for duty. Failure to do so may result in denial of paid sick leave.

Employees who seek paid sick leave for three or more consecutive days of absence must provide their Department Head with adequate proof of the illness or injury, and if the illness or injury is serious, the Family Medical Leave Act will apply.

A Department Head or designee may also require at any time satisfactory proof of the proper use of paid medical leave and may disallow leave in the absence of such proof.

An employee may be required to submit to a physical examination by a physician of the City's choosing and at the expense of the City in order to assure that the employee is physically and mentally able to return to work.

A temporary, full-time employee whose status is converted to regular, full-time employment may receive paid sick leave credits for such temporary service, if there has been no break in service greater than 30 days.

A regular, full-time employee whose status is changed to temporary or part-time shall not continue to accrue paid sick leave credits. If the employee is subsequently returned to regular, full-time status without a break in service, however, the employee will receive paid sick leave credit for all time worked as a temporary, full-time employee.

An employee under suspension without pay forfeits all claim to paid sick leave for the duration of the suspension and must be returned to active status before paid sick leave credit is restored.

When an employee enters on active military duty, said employee shall retain accrued paid sick leave in employee's account, pending return from military leave. An employee absent for military service exceeding fifteen (15) calendar days, however, accrues no additional sick leave credit during the absence.

An employee, whose employment is terminated, whether voluntarily or involuntarily, forfeits all earned and unused sick leave. In the event of subsequent re-employment, the employee begins accruing paid sick leave in the same manner as other new employees.

In the event of retirement or if an employee leaves the employment of the City in good standing, they shall receive a lump sum payment in the full amount of his/her salary of accumulated sick leave as per the following table:

Completed Continuous Years of Service	Sick Leave Lump Sum Payment
1-10 years	Up to 30 days
11-20 years	Up to 60 days
Over 21 years	Up to 90 days

Employees hired after October 1, 2008 shall be refunded in full not to exceed three (3) weeks upon separation of employment, from accumulated sick/and/or vacation leave.

The following guidelines apply to employee's work-related blogs, personal Web sites, postings on Facebook and other interactive sites, postings on video or picture sharing sites, or in the comments that they make online and in responding to comments from others either publicly or via email. These guidelines apply only to work-related issues and are not meant to infringe upon employees' personal interaction in social media or commentary online.

If an employee maintains a Web site or is writing a blog that will mention the City and/or our products, services, employees and citizens, the employee must identify that he or she is an employee of the City of Weslaco and that the views expressed are the employee's alone and do not represent the views of City of Weslaco. Employees are not authorized to speak on behalf of the City, or to represent that they do. Our logo and trademarks may not be used without written permission from the City Manager. This is to prevent the appearance that an employee speaks for or represent the City. If an employee is maintaining a website or writing a blog that will mention our City and/or our products, services, employees and citizens, the employee must alert his or her manager

Employees may not share information that is confidential and proprietary about the City. This includes information about our products, services, sales, finances, employees, strategy, and any other information that has not been publicly released by the City. These are only examples of information that the City considers confidential and proprietary. If employees have any question or concern about whether information has been released publicly, they must speak with their manager before sharing it. Employees cannot use City equipment, including computers or other electronic equipment, or work time, to conduct personal blogging or social networking activities. Employees may not use City email addresses to register on social networks, blogs, or other online tools for personal use.

The City expects employees to write knowledgeably, accurately and professionally about our products, services, employees and citizens. Despite disclaimers, employee interaction on social media can result in the public forming harmful opinions. Employees must avoid any behavior that will reflect negatively on City's reputation. Unfounded or derogatory statements, misrepresentations, as well as any commentary, content, or image that is defamatory, pornographic, proprietary, harassing or libelous will result in corrective action and/or termination of employment.

Employees are personally responsible for their commentary on blogs and social networking sites. Employees can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended party.

The City intends to maintain excellent communications with the general public. However, the City has an overriding interest in determining what content (e.g., text, audio, phonographs, video) is communicated via its Social Media Sites (SMS) such as Facebook, twitter, LinkedIn and Flicker as to foster a healthy democratic discussion of municipal issues, events and priorities. The City's SMS presences are an extension of its public information function.

The City's Information Technology (IT) Department is primarily responsible for monitoring public content. Comments and/or opinions are forwarded to the appropriate municipal department for further review and /or action. Public comments are welcome.

Service requests or information requests should use:

- Accela (MyWeslaco): Routine communications and/or requests for public services should be directed to the appropriate department.
- Weslacotx.gov: Other requests for information, forms, and data, other documents or on-line service should be directed to the City's website (weslacotx.gov)
- Concerns or comments about individual employees should be forwarded to the Human Resources Department.

Privacy: No personal private information is allowed on the City's SMS. Only public information and/or comments are permitted. The public should not post private, personal information. The City reserves the right to redact, restrict, and/or remove private, personal information. There should be no expectation of personal privacy on the City's SMS.

Content: The public is encouraged to participate in the life of their City. The City has created a virtual space to foster discussion of issues in a civilized manner. Content on the City's SMS is subject to regular, periodic monitoring to ensure compliance with the City's policies. Consistent with the City's policies and/or state or federal laws content may be redacted, restricted, and/or removed, in whole or in part, without advance notice. Content subject to this action includes but is not limited to:

Hate speech (any type including a protected status)
Obscene speech (e.g., profane language, pornography)
Offensive speech
Political speech (e.g., endorsement of political candidates or campaigns)
Inciteful comments advocating violence or illegal activities
Threatening or harassing comments (e.g., cyber-stalking, bullying)
Information that may compromise public safety or security
Defamatory comments or personal attacks
Personnel comments on employees
Inaccurate, incomplete or misleading information or comments
Personal information
Commercial advertising or solicitations
Intellectual property violations (e.g., copyright or trademarks)
Irrelevant, random, unintelligible or out of context comments

Defamation: Individuals making defamatory comments (e.g., slanderous or libel) may be personally liable. Defamatory comments that demonstrate actual malice toward public officials may be actionable.

Enforcement: The City reserves all rights to administer its SMS including the right to remove restrict and/or redact opinions and/or comments inconsistent with its policies. Any content removed, (including the time, date and identity of the poster) will be retained for a reasonable period of time. The City also reserves the right to deny complete or partial access to its SMS to any person violating the City's SMS policies at any time without prior notice.

Liability: The City is not responsible for content posted by the public to its SMS. The City, nor its employees, licensors or contractors are responsible for any damages caused by delays in such removal.

Linking: The public assumes all risk with any links to other SMS or websites. Links included in the public's posts are the sole opinion of the public and do not constitute an endorsement by the City.

Public Information: Public posts may be public record and subject to the Texas Open Records Act. Retention requirements apply regardless of the form of the record (e.g., text, photos, audio, and video).

We want every City employee to work in an environment free from unnecessary and inappropriate distractions. Toward that end, while employees are in work areas during working hours, they must avoid actions which may distract others.

While employees are working, they are prohibited from selling merchandise, requesting financial contributions, distributing any pamphlets or literature not related to their job, or any other type of solicitation or distribution not related to their jobs. This includes the unauthorized posting of bulletins, notices or advertisements on City bulletin boards, or on any other City means of communication, including its e-mail, intranet and internet systems.

Individuals who are not employed by the City are prohibited from distributing material or soliciting City employees on City grounds any time. Employees should notify their immediate supervisor or any manager if they are solicited or subjected to prohibited distribution of literature, whether in person, through the City's mail system or by e-mail.

The City has established security policies to protect its computer environments. These policies apply to all devices capable of displaying, storing, sending or receiving data. All employees granted access to the computers and other devices used by the City to conduct its business must be aware of and comply with these security standards and controls. Do not allow access to your devices or disclose your access codes and/or passwords to anyone other than a supervisor. Log out and shut down your computer when leaving your workstation for an extended period.

Most software used in the City's computer systems - mainframe or personal computers - is subject to licensing agreements that govern its use. The use of unlicensed proprietary software and the misuse of licensed software are strictly prohibited. Employees must not install or download software without prior approval of the Information Technology department.

How employees communicate with citizens and each other, on the phone and over the public-address system, should reflect favorably on the City. Toward that end, the following rules have been established for all employees:

- Use a moderate rate of speech and a natural, friendly voice. Use clear enunciation and articulation.
- Answer incoming calls promptly. Be as helpful as possible and transfer the call only when necessary.
- Express empathy to irate callers. Get the details and offer to help.
- When answering a call for another, identify yourself and be helpful. Be discreet in explaining a coworker's absence. Take accurate messages and verify the phone number with the caller.
- Explain when you must put a caller on hold and return as promptly as possible.
- Terminate all calls courteously.

City phones must be kept free for business, and employee cooperation is expected. Local personal phone calls on City telephones are permitted during breaks only, except in emergencies. Personal long-distance calls may not be charged to City telephones. The City may monitor any use of its telephone equipment without notice, for any purpose reasonably related to the City's conduct of its business or the enforcement of its policies.

Employees who are assigned computers, equipment, phones, tools, or vehicles are responsible for their proper use and must ensure maintenance procedures are carried out. Employees must not remove or deactivate safety guards or other protective devices installed on City equipment or vehicles. Violations will result in corrective action.

No personal use of any City property, material, supplies, tools, equipment, or vehicles is permitted. Violations may result in termination of employment and prosecution.

City employees may have access to computer hardware and software provided by the city, including access to the internet. The hardware and software do not belong to the employees, but are available to employees for the benefit of the city, to ensure that City business is conducted as efficiently as possible. Such hardware and software are to be used for City business only and not for personal use. All communication using hardware of software – whether in electronic form or in "hard copy" – remains the City's property at all times.

All communications using computers furnished by the City are not private, and may be monitored, recorded, or downloaded for review. Similarly, internet use is not private, and may be monitored, recorded, or downloaded for review.

The IT Department must be notified of the approval of any software that is desired to be purchased or downloaded for use on City computers. All software owned by the City of Weslaco must be registered to the City of Weslaco. City staff are not allowed to install software on city computers without notifying the IT Department. A work order must be submitted to the IT Department for the installation of any software being requested.

In an attempt to strengthen the security and maintain the integrity of City of Weslaco's information network, the use of unauthorized USB/External drives are not allowed. This precaution is necessary to minimize the risk of exposure to external threats such as hacking, phishing, spamming, viruses and any other cyber threats. Any USB/External drives used by City Staff must be issued and approved by Department Directors.

These guidelines apply to all forms of computer-generated communications, including but not, limited to communications by fax, modem, and electronic mail.

The City prohibits the use in the workplace of any type of personal recording devices. Examples of such devices include, but are not limited to voice recorder, camera, telephone, cell phone, or other forms of image or audio recording devices. This provision does not apply to designated City personnel who must use such devices in connection with the duties of their positions and as instructed by their supervisor.

Employees must not use personal computers or personal data assistants at the workplace or connect them to any City electronic system unless expressly permitted to do so by their supervisor. Any employee bringing a personal computing device or personal data assistant onto City premises thereby gives permission to the City to inspect the personal computer or personal data assistant at any time with personnel of the City's choosing and to analyze any files, other data, or data storage media that may be within or connectable to the personal computer or personal data assistant in question.

Violation of this policy, or failure to permit an inspection of any device covered by this policy, will result in corrective action and/or termination of employment. In addition, the employee may face both civil and criminal actions. The City reserves the right to confiscate such device or devices for examination of City data or employee data and may cause all data to be destroyed, saved and/or eliminated prior to returning the device to the employee.

The City encourages employees to make regular use of vacation time since the annual vacation benefit is designed to provide them with an opportunity to rest and enjoy a departure from the normal work routine.

Vacations are scheduled each year at the convenience of the City and the employee. Department Heads are responsible for the approval of vacation leave within their own department. Vacation leave taken by Department Heads must be approved by the City Manager. Every effort should be made to allow employees to take vacation according to the schedule that is most convenient to them. The entire vacation period need not be taken at once. With an immediate supervisor's approval, it may be separated into more than one period to be taken during the year.

Rate of Entitlement: Vacation is earned and calculated according to the schedule below. Employees who are in an unpaid leave of absence status will not accrue vacation until they return to work on a regular basis. Employees accumulate vacation leave as follows:

- Employees with 0 –10 year of service accumulate 10 hours of vacation leave per month.
- Employees with 11-20 years of service accumulate 12 hours of vacation leave per month.
- Employees with 20 or more years of service accumulate 14 hours of vacation leave per month

When an employee is absent without pay for more than fifteen (15) cumulative calendar days in any one month, vacation leave credit is not earned for that month. No more than thirty (30) vacation days can be carried over from one fiscal year to the next.

The City does not advance vacation time. Vacation time charged by an employee who has insufficient vacation hours available will be treated as leave without pay.

The date of hire of a full-time temporary employee whose status was converted to regular, full-time employee will be the effective date of the temporary appointment and vacation leave will be credited from that date and shall not exceed fifteen (15) working days.

An employee who elects to change from regular, full-time status to temporary or part-time status shall forfeit all claim to vacation credit other than the unused vacation credit he earned.

Limitations: Every effort will be made to grant employee requests to take vacation when they want it, however, vacation requests are handled on a first come - first serve basis, and are otherwise subject to the needs of the City, which includes having an adequate staff at all times. Because employees should use annual leave for its intended purpose, the City does not pay employees in lieu of annual leave.

Upon termination of employment, employees will be paid at their current rate for unused earned vacation leave at termination unless the leave value must be used to repay the City for any outstanding loans or any other indebtedness to the City.

Unused Vacation Leave: All vacation leave accrued prior to December, 1990 shall be refunded in full when an employee leaves employment with the City in good standing.

Any vacation accrued after December 1990 shall be refunded in full not to exceed thirty (30) days when an employee leaves the employment of the City in good standing.

Employees hired after October 1, 2008 shall be refunded in full not to exceed three (3) weeks upon separation of employment, from accumulated sick and/or vacation leave. Unused vacation leave expendable in the current year shall be paid to the beneficiary or estate of an employee in the event of death.

The City seeks to provide an environment free from bullying and acts or threats of violence, and to respond effectively in the event such acts or threats of violence occur. Acts of violence and threats of violence, including any conduct involving the workplace or work relationships that causes an individual to fear reasonably for his or her safety, the safety of his or her family, friends, associates or property, are prohibited.

Firearms or weapons of any kind are prohibited on City premises or on your person while on duty. Further, firearms or weapons are not allowed in a City vehicle or in a personal vehicle if it is being used on City business. These prohibitions are not affected by legislation regarding the right to carry a weapon either concealed or not concealed.

If any employee suspects any employee or visitor is in violation of these prohibitions, the facts should be immediately reported to a supervisor or may be reported and/or contact the Human Resources Director, without regard to the employee's chain of command. No retaliation will be taken or tolerated against any employee who reports a suspected violation.

- Employees are free to contact our Police Department directly when they have reason to believe that doing so is essential to prevent actual or imminent unlawful harm to themselves, others or property.

- Any employee who applies for and obtains a protective or restraining order which lists any City location as being a protected area, must provide the Human Resources Director with a copy of the petition and order.

Once an act or threat of violence has been substantiated, the City will take prompt and effective action. Such action may include a medical and/or psychological evaluation, referral to law enforcement agencies, corrective action and/or termination of employment.

The City takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled paydays.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their supervisor or department head so that corrections can be made as quickly as possible.

If an employee has been underpaid, as a result of the City's error, the City will pay to the employee the difference as soon as possible. If an employee has been underpaid, due to the employee's error, the City will pay to the employee at the next regular payroll date. If an employee has been paid in excess of what has been earned, the employee must return the overpayment to the City as soon as possible. Employees may not retain any pay in excess of what has been earned.

If a wage overpayment occurs, the overpayment will be regarded as an advance of future wages payable and will be deducted in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Overpaid employees will be required to sign a wage deduction agreement authorizing such a deduction(s).

To provide for payment of employees' medical expenses and for partial salary continuation in the event of a work-related accident or illness, all employees are covered by workers' compensation insurance.

The amount of benefits payable and the duration of payment depend on the nature of the employee's injury or illness. In general, all medical expenses incurred in connection with an injury or illness are paid in full, and partial salary payments are provided beginning with the eighth day of absence from work.

Eligibility for worker's compensation insurance benefits is effective on the first day of employment for all employees. The City pays all workers' compensation insurance premiums.

All employees' have the right to report a work-related injury or illness, without being retaliated against.

Employees injured on the job or who feel they have an illness caused by their work must immediately stop working and must immediately report the condition to either their immediate supervisor or his/her manager, or may report to and/or contact the Human Resources Director, without regard to the employee's normal chain of command. Failure to do so promptly may disqualify an employee from benefits.

An employee who has suffered an occupational injury or illness will be permitted to return to work only when the employee has furnished the City a doctor's certification statement certifying that the employee is capable of fully performing the employee's assigned duties. Workers' Compensation Insurance pays any fee charged by the doctor for preparing such a statement.

An employee injured on the job shall continue receiving all benefits for a period of 12 weeks. (i.e.: Medical Insurance, Life Insurance, Vacation, Paid Sick Leave etc.). Family Medical Leave will automatically be activated once an employee is out for more than Three (3) consecutive days for an occupational injury or illness. If after a period of 12 weeks an employee is still unfit to perform employee's duties, the employee will be released from employment with the City.

An employee may be eligible for light duty, if the employee's treating doctor gives written permission through a TWCC-73 Form. The maximum time allowed for employee to be on light duty will be 180 days. If after 180 days, the employee is unfit to return to full duty in employee's regular position with no restrictions, the individual will go back on workers compensation.

Region One Education Service Center
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April 13th, 2018

Subject: ORION - Fiber Project Update and Contract for Service

TO: Director of Technology Addressed

This Letter is to update your organization on the current status of the ORION Regional Fiber Network including up to 10 Gbps of Internet Access.

ORION Region Fiber Network Project Status:

A. Fiber, Internet Access, and Fiber WAN Network Equipment RFP's were released, received, and evaluated by Region One School Districts (Six Representatives), VST Services, LP (E-Rate Consultant), and Region One Purchasing and Technology Representatives.

B. The Evaluation Committee recommended the following companies as the RFP awardees
   i. Internet Access Service – SmartCom Telephone LLC
   ii. Leased Dark Fiber Service – Foremost Telecommunications Corporation
   iii. WAN Network Equipment – Netsync Network Solutions

C. The Executive Director of ESC Region One has signed the "Contingency Agreements" with the awarded vendors for the purpose of submitting the FCC Form 471 to the Federal E-Rate Program for project funding.

D. VST Services, LP submitted the FCC Form 471, Form Number 181036842 on April 4th, 2018

E. VST Services, LP submitted the FCC Form 471 Deadline Waiver Request to the FCC on April 9th, 2018

F. VST Services, LP will respond to the Special Construction Review Inquiry Process this Summer

G. VST Services, LP expects the funding to be approved in the fourth quarter of 2018

NEXT STEPS:

H. Region One to submit ORION "Contingency Agreements" to all Consortium Members for signature.

Region One Education Service Center does not discriminate on the basis of age, race, color, national origin, gender, or disability

I. Deadline to Return the Signed "Contingency Agreement" to Region One is **June 1, 2018.**

J. Region One Requires the agreement even if your entity does not intend on utilizing the service until July 1, 2020 or July 1, 2021 as noted on the Contingency Agreement.

K. All construction for the new dark fiber network must be completed by **August 1, 2019** in order to secure reimbursement from the State of Texas "Special Construction Cost State Match".

I have attached a customized ORION Fiber project agreement for your districts review and approval. Please review, sign, date, scan, and e-mail the agreement to jmendoza@esc1.net by **June 1, 2018**.

We are requesting this information and commitment now as we do not anticipate the State of Texas approving funding for the next biennium. All special construction charges associated with new ORION circuits installed after August 31, 2019 will increase significantly.

This commitment is required to notify our dark fiber service provider of our firm commitments by July 1, 2018. This will provide Foremost Communications sufficient time to build over 312 miles of new fiber by August 31, 2019.

Respectfully,

Ali Kolahdouz
Chief Technology Officer
ESC Region One
956-984-6063

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

May 8, 2018

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Jose Rodriguez, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner

CC: Martin J. Mata, Leo Gonzales, Mary Barrera

Fr: Arnoldo Becho, Library Director

Re: Discussion and consideration of membership in the Region One ORION Consortium

Region One is looking to create a new fiber optic network thru the ERate program. This fiber optic network is referred to as ORION. ORION will connect participating school districts and public libraries for the goal of providing internet access. At this point, Region One needs a firm commitment from partners so that they may begin construction and implementation.

Committing to partner at this time will tie the library into a 4-year commitment beginning July 1, 2020. The partnership will provide 10 GBs of fiber optic connectivity. The agreement is in effect for a minimum of 4 years with 6 annual renewal options thereafter. The cost is $550 per month for the first 4 years and $400 per month within the following optional years. The library will continue to receive internet access thru the conventional ERate process in the interim.

Currently the library pays approximately $150 per month for 500 MBs of internet service. This is approximately 20 times slower than the ORION connection would be. It should be noted that the increased speed will only be of marginal utility in the short term. The largest benefit from participation in ORION is insurance against the discontinuation of ERate. There has been much speculation as to the discontinuation of ERate and it would be difficult to feel confident regarding its long-term prospects. If we participate in ORION our internet cost would not go up in the event of the termination of ERate. If we do not participate in ORION, our ERate cost will increase to greater than $1,000 per month if ERate is discontinued.

To summarize, the annual difference between traditional ERate and ORION would be $4,800 annually for the first 4 years. Following the first 4 years the price of ORION drops and the difference between ORION and traditional ERate service would be negligible. Thus, the crux of the issue is whether to pay an additional $4,800 annually for 4 years to guaranteed that we are not faced with a large increase in internet cost if ERate is discontinued. In addition to this insurance against the discontinuation of ERate, ORION is also a superior product.

Library staff and city administration recommend approval. Please contact me with questions or concerns.

Thank you,

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

ORION 2018 Service Agreement

Education Service Center Region One
And
Mayor Joe V. Sanchez Public Library
Weslaco, TX

I
PURPOSE OF THE ORION NETWORK

One Regional Interconnection Optical Network (ORION) is an enhanced region-wide broadband infrastructure created to promote educational excellence in instruction, services and resources through a collaborative partnership of Consortium Members, in a way that:

- Creates a region-wide consortium to gain a competitive price advantage on ORION infrastructure
- Provides an equitable financial model for each Consortium Member based on an average consortium E-rate discount
- Grants access to a high-speed region-wide network of Consortium Members with the ability to form partnerships, such as disaster recovery connectivity, equipment colocation, etc.
- Establishes a dedicated fiber network allowing consortium members the flexibility to easily maintain and/or increase capacity

So that consortium members will increase collaboration and credibility to provide improved, quality services to their campuses through an economical and efficient infrastructure resulting in the highest achievable bandwidth at the lowest cost for unlimited teaching and learning potential far into the future.

II
BENEFITS

ORION is a large-scale broadband dark fiber network among the consortium members within Region One providing internet and consortium member connectivity. The benefits provided by ORION are:

- 100 Gigabit backbone network between ORION hub sites
- 10 Gigabit network among the connected edge sites
- Allows bandwidth flexibility such that a consortium member can exceed their subscribed services within a reasonable limit without penalty
- Opportunity to participate in shared network services (e.g., internet access, disaster recovery, shared application environment, etc.)
- Provides direct connectivity to multiple educational resource data centers

III
TERMS OF AGREEMENT

A. Term

This agreement is effective the date signed by an authorized consortium member representative. The initial term of the service provided shall begin the first day of the next month following the activation and written acceptance of the service by an authorized representative of the consortium member. The initial term of the service shall be for a minimum of 48 months. Thereafter, the service will automatically renew annually on July 1 of each calendar year for up to six consecutive years unless the consortium member provides written notice to Region One by March 1 of each calendar year, or 120 days advance notice. Consortium member acknowledges the service may installed before the requested **service start date** as specified in this agreement for the convenience of the consortium. Region One acknowledges consortium member will not begin invoicing for the service until the requested **service start date** as specified in this agreement, unless consortium member notifies Region One in writing of intent to utilize the service before the requested service start date as specified in this agreement.

Changes to the level of service provided to Consortium Members under this agreement may be made throughout the term of the agreement at the Consortium Member's request. Any change in level of service that creates a financial impact on the Annual Service Agreement may result in the Consortium Member being assessed additional charges.

B. Termination Term:

This Agreement is in effect for a minimum of four years. Service may be terminated after the initial term as noted in paragraph "A "above.
Service terminated during the initial term will be invoiced the balance due for the full 48 month initial term LESS any payments made up until the to the date of the termination notice to Region One by the Consortium Member.
In the event of a default of this Agreement by Region One, a Consortium Member may terminate this Agreement at any time after providing ESC Region One with written notice of the default and a sixty day opportunity to cure the default.

C. Payment

ORION pricing is based on student enrollment count per consortium member.

- Prices are already E-rate discounted as shown in the table below.
- There is no additional "transport" cost.
- Pricing shown includes all transmitted and received traffic.
- Pricing for each additional circuit is the same as the first circuit.
- Payments are due within 30 days of receipt of invoice.
- Payments can be made on an annual or quarterly basis.

- Each consortium member's service shall consist of a minimum of 10 Gbps connectivity to the Region One Network Operations Center
- Each Consortium member's service shall include up to 10 Gbps Internet Access service via the 10 Gbps connectivity is as noted in the previous bullet point.

Number of Students	**Years 1-4 Monthly Consortium member Cost per Circuit**	**Years 5-10 Monthly Consortium member Cost per Circuit**	**Ten Year Total Cost**
1-999	$550	$400	$55,200
1000-2999	$800	$650	$85,200
3000-5999	$1,000	$800	$105,600
6000-10,000	$1,200	$800	$115,200
10,000+	$1,500	$1,000	$144,000

IV
DUTIES AND RESPONSIBILITIES

A. ESC Region One Duties and Responsibilities

- Provide and guarantee service level objectives through the ORION Hub and Edge Site Collaborative Service Level Agreements.
- Provide adequate staff necessary for efficient operation of the ORION network.
- Implement and provide 24x7x365 support and management of the network to include:
    - Operate and maintain the ORION routers and dark fiber network
    - Proactively monitor and maintain ORION broadband connections
    - Proactively monitor internet access service from ISP
    - Guarantee the Consortium Member purchased bandwidth to the Internet by monitoring usage.
    - Provide alerts concerning network maintenance and/or unplanned outages.
    - Notification will be given according to current Service Level Agreement terms
    - Affected Consortium Members will be notified via email of any emergency network impairments as soon as the problem is determined.
- Troubleshoot to the point of demarcation:
    - For the ORION primary connection, the point of demarcation is inclusive of the ORION router
    - Proactively monitor and report the use of services to ensure usage is within the terms of the agreement.
    - ESC Region One will provide hard-copy reports summarizing Consortium Member usage upon request.
    - Provide technical assistance to Consortium Members for ORION connectivity.
- Utilize the competitive bidding process to procure the most economical resources for the network.

B. Consortium Member Duties and Responsibilities

- Provide a 24 x 7 technical contact that can respond immediately to problems affecting the ORION Network.
- Provide firewall services that protect against unauthorized access and usage of the Consortium Member network since ORION backbone does not filter, block, or alter traffic.
- Ensure cabling between ORION equipment and the Consortium Member LAN is continually operational, and that ESC Region One has remote and physical access to the equipment.
- Serve as the point of contact for campuses connected to the ORION network.
- Make payments within 30 days of receipt of correct invoice.

V.
SUBSCRIPTION DETAILS AND SIGNATURES

Subscribed Services and Agreement Duration

Service Building Name	Mayor Joe V. Sanchez Public Library
Service Address(es)	525 S. Kansas Ave
Service Start Date	July 1, 2020
Service End Date	June 30, 2030
Number of Internet Access Circuits	1
Monthly Recurring Charges	$550 per month for the first 4 years and $400 per month for the following 6 optional years

By signing below, I acknowledge that I have read the Annual Service Agreement, I accept this Agreement, and that I am authorized to sign on behalf of the LEA.

Authorized Consortium Member Representative _____
Signature

David Suarez, Mayor - City of Weslaco _____
Date

ESC Region One Executive Director _____
Signature

Dr. Cornelio Gonzalez _____
Date

ESC Region Chief Technology Officer _____
Signature

Ali M. Kolahdouz

_____
Date

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1701

From:

Subject:
Discussion and consideration to accept the most advantageous proposal for financing the purchase of the Weslaco Fire Department 2018 Ford F350 Ambulance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department)

Background:
On April 3, 2018 the City Commission approved an amendment to the interlocal agreement with Emergency Services District No. 1, that requires the Weslaco Fire Department to purchase an ambulance, the cost of which will be repaid by the ESD No. 1 through five annual payments. The Fire Department has obtained quotes on the purchase of the ambulance, and the Finance Department has obtained quotes on the capital lease financing of the purchase. The best financing terms were offered by City National Capital Finance, and Finance is recommending acceptance of this proposal.

Funding Source (budget code, if applicable)**:**
49-400-6700 Other Financing Sources

Amount: $150,000.00	Term of Impact: 5 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:

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

Homer Rhodes	Created/Initiated
Mary Barrera	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends acceptance of proposal by City National Capital Finance.

Attachments, if any:
FINANCING TABULATION 2017-18-17

Responsibilities upon Approval:
Mayor will execute all documents to obtain financing.

CITY OF WESLACO

WFD - 2018 METRO AMBULANCE - FINANCING RFP 2017-18-17 TABULATION

Frost Bank	KS State Bank	City National - Capital Finance
100 West Houston Street	1680 Charles Place	168 Wentworth Street
San Antonio, Texas	Manhattan, KS 66502	Charleston, SC 29401
210.220.6850	785.587.4050	410.409.7579
Scott Anderson	**Christina Ummel**	**Michael J. Horkey**
scott.anderson@frostbank.com	cummel@ksstatebank.com	michael.horkey@cncapitalfinance.com

Option	DESCRIPTION	Pmts			Pmts					
			CONTRACT AMT	$ 150,000.00		CONTRACT AMT	$ 150,000.00		CONTRACT AMT	$ 150,000.00
	ANNUAL PAYMENTS	5	$ 33,495.54	$ 167,477.70	5	$ 32,272.42	$ 161,362.10	5	$ 31,847.15	$ 159,235.75
			ORIGINATION FEE	$ 400.00		ORIGINATION FEE	$ -		ORIGINATION FEE	$ -
			INTEREST	$ 17,477.70		INTEREST	$ 11,362.10		INTEREST	$ 9,235.75
			TOTAL	$ 167,877.70		TOTAL	$ 161,362.10		TOTAL	$ 159,235.75
			3.79%			3.79%			3.08%	

Tabulation created by: Homer Rhodes on: 4/30/2018

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1707

From:

Subject:
Discussion and consideration to award Request for Bids 2017-18-13 for the purchase of a "Used" 2009 Ford F750 Landscaping Truck to the lowest most advantageous bidder, Doggett Freightliner, in the amount of $22,400.00 and authorize the Mayor to execute any related documents. (Staffed by Public Works)

Background:

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

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

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

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

Olga Garza	Created/Initiated
Pete Garcia	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Tabulation RFB 2017-18-13 Landscaping Truck

Responsibilities upon Approval:

City of Weslaco
Bid Tabulation Summary
RFB No.: 2017-18-13

Date: **4/27/2018** **Sealed Bids for One "Used" Landscaping Truck-Year 2009 or Newer**

		Description	Odometer	Total Price
Doggett Freightliner Mark Brunnemann 3103 N. Cage Blvd. Pharr, TX 78577 Ph No.: 956.559.3322 Office No.: 956.782.8202 mark.brunnemann@doggett.com	**Option #1**	2009 Ford F750	66,382	$22,400.00
	Option #2	2009 Ford F750	69,257	$22,400.00
	Option #3	2009 Ford F750	51,687	$22,900.00
Art's Trucks & Equipment Eric Salinas 3001 W. Expressway 83 McAllen, TX 78503 Ph No.: 956.686.2326 Office No.: 956.618.4600 eric@artstrucks.com	**Option #1**	2014 Kenworth T270	335,529	$43,917.09
	Option #2	2009 International 4300	143,413	$36,902.27
	Option #3	2011 International 4300	215,072	$39,908.62
	Option #4	2014 Freightliner M2	310,820	$43,917.09

RECOMMENDATION:

Based on the sealed bids received: The Public Works Department is recommending to award Doggett Freightliner Option #2 for a "Used" Landscaping Truck in the amount of $22,400.00 as stated on RFB No.: 2017-18-13.

Tabulation created by: Olga Garza

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1708

From:

Subject:
Discussion and consideration to award Request for Bids 2017-18-15 for the purchase of a "Used" 2012 Volvo PT125R Pneumatic Tire Roller to the lowest most advantageous bidder, ROMCO Equipment Co., in the amount of $28,980.00 and authorize the Mayor to execute any related documents. (Staffed by Public Works).

Background:

Funding Source (budget code, if applicable)**:**
01-524-4010

Amount: $30,000.00	Term of Impact:	Identified in Current Budget: Yes

Additional Action Prompted:
Mayor's Signature

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

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

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

Olga Garza	Created/Initiated
Pete Garcia	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Tabulation RFB 2017-18-15 Pneumatic

Responsibilities upon Approval:

City of Weslaco
Bid Tabulation Summary
RFB No.: 2017-18-15

Date: 4/27/2018

DESCRIPTION	QTY	HOLT CAT Rudy Solis 10701 N. Highway 281 Edinburg, TX 78541 Ph No.: 956.371.2295 Office No.: 956.292.7900 rodolfo.solis@holtcat.com	Anderson Equipment Co. Luis D. Villarreal P.O. Box 662 Pharr, TX 78577 Ph No.: 956.330.2807 Office No.: 956.781-5995 lvillarreal@amcotx.com	ROMCO Equipment Co. Caleb Cavazos 312 Park St. Mercedes, TX 78570 Ph No.: 512.410.9161 Office No.: 956.565.0100 abruxvoort@romco.com
		Total Price	**Total Price**	**Total Price**
"Used" 9-Wheel, 9-11 Ton Pneumatic	1	$75,300.00 2015 Caterpillar CW14 Pneumatic Tire Roller Hours: 1,228	$44,500.00 2008 Hypac C530AH Pneumatic Tire Roller Hours: 2,806	$28,980.00 2012 Volvo PT125R Pneumatic Tire Roller Hours: 1,556
		$75,300.00	**$44,500.00**	**$28,980.00**
		HOLT CAT	**Anderson Equipment Co.**	**ROMCO Equipment Co.**

RECOMMENDATION:

Based on the sealed bids received: The Public Works Department is recommending to award ROMCO Equipment for a "Used" 9-11 Pneumatic Tire Roller in the amount of $28,980.00 as stated on RFB No.: 2017-18-15.

Tabulation created by: Olga Garza

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1710

From:

Subject:
Discussion and consideration to renew current agreement that was awarded to Gold Star Petroleum Inc. on March 21, 2017 for Unleaded and Diesel Fuel Services Bid No. 2016-17-20 for an additional one (1) year. (Staffed by Public Works)

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)**:**

Aida Vega	Created/Initiated
Pete Garcia	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
2016-17-20 FUEL TAB, 2016-17-20_FUEL_BID, City Secretary Certificate re item K. - Gold Star Petroleum Inc.

Responsibilities upon Approval:

CITY OF WESLACO
UNLEADED AND DIESEL FUEL
TABULATION
BID OPENING DATE: March 17, 2017 @ 3:00 p.m.
BID NO: 2016-17-20

Company	# Gallons Estimated		Over Rack Charge	Delivery Charge	True Margin	Estimate Cost	Estimate Average	Rank
Gold Star Petroleum Inc.								
Mr. J.J. Rodriguez	110000	U	0.0094	0	0.0094	1034		
P.O. Box 11151							1551	1
Spring, Tx 77391	55000	D	0.0094	0	0.0094	517		
Phone: (281) 379-5928								
Petroleum Traders Corp.								
Ms. Gayle Newton	110000	U	-0.0001	0.0346	0.0345	3795		
7120 Pointe Inverness Way							5225	4
Fort Wayne, IN 46804	55000	D	-0.0094	0.0354	0.0260	1430		
Phone: (800) 348-3705								
SunCoast Resources								
Kathy Lehne	110000	U	0.0275	0.0992	0.1267	13937		
6405 Cavalcade Bldg. 1							20905.5	5
Houston, Tx 77026	55000	D	0.0275	0.0992	0.1267	6968.5		
Phone: (713) 429-6702								
Betts Oil & Butane, Inc.								
Mr. Jim Elliff	110000	U	0.0125	0.00000	0.0125	1375		
811 S. International Blvd.							2063	2
Weslaco, TX 78596	55000	D	0.0125	0.00000	0.0125	687.5		
Phone: (956) 802-3572								
Oil Patch Fuel & Supply								
Mr. Orlando Garcia	110000	U	0.0080	0.00500	0.0130	1430		
4004 N. Cdge Blvd.							2145	3
Pharr, Tx 78577	55000	D	0.0080	0.00500	0.0130	715		
(956)781-9047								

Estimated annual usage all departments

Unleaded Fuel	**110,000**
Diesel Fuel	**55,000**

***** Apparent Lowest Bidders *****

Gold Star Petroleum
Betts Oil & Butane
Oil Patch Fuel & Supply

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

CITY OF WESLACO

Invitation to Bid

The City of Weslaco hereby requests sealed bids for the purchase of the following:

Unleaded and Diesel Fuel / RFB No.: 2016-17-20

Sealed bids addressed to Homer Rhodes, Purchasing Office, will be accepted at the Weslaco City Hall, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m.** on **March 17, 2017** at which time they will be opened and read aloud. Please mark envelope, **"Sealed Bid-Unleaded and Diesel Fuel, Bid No. 2016-17-20."**

Potential Bidders/Respondents are advised that the bidding documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling (956) 447-2240. Be advised that if your company is contemplating on bidding this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, as well as contact person). **No electronic bids will be accepted.**

The City of Weslaco reserves the right to accept or reject any or all bids to waive any informalities in the bidding or to accept the bid to be the best and most advantageous to the City and to hold bids for a period of forty-five (45) days from the date of the bid opening without taking action for the purpose of reviewing the bids and investigation of bidders' qualifications prior to bid award. Bids submitted past the aforementioned date and time will not be accepted.

City of Weslaco

Homer Rhodes

Homer Rhodes,
Purchasing Office
hrhodes@weslacotx.gov

VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **Unleaded and Diesel Fuel** 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 **March 17, 2017** so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes
Purchasing Office
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone : 956.447.2240
Fax: 956.969.8452
hrhodes@weslacotx.gov

Name: _____ Signature: _____
(print)

Title: _____ Company/Agency: _____

Mailing
Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Email address: _____

Bid No.: 2016-17-20

CITY OF WESLACO
SOLICITATION FOR BID
FY 2016-17
UNLEADED & DIESEL FUEL

IT IS THE INTENT OF THESE SPECIFICATIONS TO DESCRIBE AND GOVERN THE PURCHASE PRICE OF REGULAR UNLEADED AND LOW SULFUR DIESEL FUEL FOR USE BY ALL DEPARTMENTS IN THE CITY OF WESLACO.

MINIMUM SPECIFICATIONS:

1. Bid shall be submitted in a sealed envelope upon the blank form attached hereto. Each form must be completely filled out. Bids must be filed with the City of Weslaco before opening day and hour. No late bids will be accepted. They will be returned to respondent unopened (if **Not** properly identified). Failure to meet request for Bid (s) requirements may be grounds for disqualification.

2. Bids MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your Bid. Person signing 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. Bids **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 and only after approval by the City of Weslaco.

4. Vendor will bid on 4,000 gallon load for Eighty Seven (87) Octane (E-10) Unleaded and 2,000 gallon load Ultra Low Sulfur (B-5) Diesel Fuel.

5. The period of this agreement shall be from notification of award date and terminate exactly one year after (**with a possible one year renewal**).

6. Bid shall be a set amount or percent over the Oil Price Information Service (OPIS also referred to as the RACK Price) for the Lower Rio Grande Valley or Harlingen/Edinburg Area. The City of Weslaco recognizes floating nature of fuel prices but seeks to insure a set price above this price.

7. Freight Cost as indicated in the Base Bid Price shall remain firm for the term of contract.

8. It is anticipated that the City will have a need for approximately 110,000 gallons of Eighty Seven (87) Octane (E-10) Unleaded Gasoline and 55,000 gallons of Ultra Low Sulfur (B-5) Diesel Fuel throughout the one year term of this contract. This is not to be construed as a guaranteed quantity of purchase from the City of Weslaco.

9. All fuel deliveries shall be made to a central location as may be designated by the City of Weslaco. The City reserves the right to change or add delivery locations.

10. In order for the City to meet its needs, it is understood that during the period of the contract, should successful bidder be unable to supply product, the City reserves the right to obtain product from available sources.

11. It shall be the legal obligation of the vendor during the term of the contract to notify the Purchasing Office of any price decrease in the market and accordingly, reduced prices will be in effect with appropriate documentation as described above.

12. The City is a tax exempt municipality, from Federal Taxes, but not from State Taxes, and an exemption certificate, will be provided upon request, for exemption from federal tax.

13. It shall be the vendor's sole responsibility to insure that the City will be delivered on clean and impurities free Unleaded and Diesel Fuels. Non-compliance with this clause, as evidence by the formation of water or other impurities in the fuel will cause for cancellation of the contract and liability of Vendor for the costs of removal, of water and other impurities.

14. Deliveries shall be made within twenty-four (24) hours after notification unless otherwise instructed, and must be made as called for by the City to the storage tanks at the location designated by the City.

15. Gasoline and Diesel must be metered from the delivery vehicle in to the storage tank or a Bill of Lading must be provided. The invoice for fuel furnished shall have the meter volume as delivered stamped thereon or Bill of Lading. Fill tickets shall accompany transport deliveries. Failure to provide adequate metering devices or Bill of Lading may be sufficient cause to reject the bid.

16. The vendor agrees to indemnify and save harmless the City, the Purchasing Office, and his/her assistants from all suits and actions of every nature and discretion brought against them or any of them, for or on account of the use of patented appliances, products or 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 Office, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

17. Respondent shall carefully examine the Bid forms, requirements/specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from Bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Office (Weslaco City Hall, at (956)447-2240) and obtain clarification by addendum prior to submitting any Bids.

18. **Addenda and Interpretations:**
No Interpretations of the meaning of the specifications or other pre-bid documents will be made orally to any bidder. Every request for such interpretation should be in writing addressed to: Homer Rhodes - City of Weslaco, Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or emailed to hrhodes@weslacotx.gov and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda for the specifications which, if issued, will be mailed/faxed or e-mailed (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

19. Location for deliveries: City Warehouse, 1912 Joe Stephens Drive, Weslaco, Texas with City owned pumps. **In the event of an emergency or should the City's pumps/equipment be out of service, the successful bidder shall provide emergency tanks, equipment and tankwagon(s) as may be necessary to keep the city's water & sewage treatment plants and fueling station(s) operational. Such equipment shall be supplied at no additional cost to the City and the successful bidder shall honor the bid prices.**

20. The City requires contracted service vendors to maintain minimum insurance coverage. The City's insurance requirements are:

Selected Firm shall obtain, and during the term of the agreement, maintain a policy of general liability insurance from an insurance company authorized to be in business in the State of Texas. The amount of general liability insurance shall not be less than one million dollars ($1,000,000.00) for each occurrence. The insurance policies shall provide that the policies remain in full force during the life of said agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the City from the insurance company. The City shall be named as an additional insured on a separate endorsement on these policies.

Before Selected Firm shall employ any person or persons in the performance of the agreement, Selected Firm shall procure a policy of Worker's Compensation Insurance as required by the Labor Code of the State of Texas.

Acknowledgement of:

Addendum No. 1

_____

Signature Date

Addendum No. 2

_____

Signature Date

Addendum No. 3

_____

Signature Date

CITY OF WESLACO
UNLEADED AND DIESEL FUEL
BID FORM

The_____(bidder), having read the instructions and specifications proposes to furnish the Service and Material for the full and firm price indicated below, in full compliance with the specifications.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. Terms of delivery to be negotiated with successful bidder.

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

Respectfully submitted this_____day of _____, 2017.

# Gallon Estimate	Over Rack Charge	Delivery Charge
4,000 U/L	_____	_____
2,000 Dsl	_____	_____

Delivery charge based on delivery of approximate gallons:

Estimated annual usage all departments	
Unleaded Fuel	100,000 Gallons
Diesel Fuel	50,000 Gallons

This Bid must be signed by an authorized representative to become valid.

Delivery Date:_____

Company: _____Address:_____

City: _____State:_____ Zip Code:_____

E-Mail: _____

Phone Number:_____Fax Number:_____

Authorized Signature:_____Title:_____

_____

Please print above signature

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

CERTIFICATE

I, Elizabeth M. Walker, Assistant City Manager/City Secretary of the City of Weslaco, Texas, **DO HEREBY CERTIFY,** that the Weslaco City Commission at their Regular Meeting of March 21, 2017 approved the following agenda item(s) under **VI. NEW BUSINESS:**

K. Awarded Gold Star Petroleum Inc. as the most advantageous and lowest bidder for the 2016-17-20 Unleaded and Diesel Fuel and authorized the Mayor to execute any related documents.

Such action of the Weslaco City Commission will be recorded in Volume 52 of the Weslaco Minute Book. ***No ordinance is attached to this certificate.***

DATED this 22nd day of March, 2017.

CITY OF WESLACO

Elizabeth M. Walker
Assistant City Manager/City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 21nd day of March, 2017 and that the above facts are true and correct to the best of her knowledge.

Juanita M. Vallejo, Notary Public
My Commission expires: 4/03/2017

JUANITA M. VALLEJO
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-03-2017

STATE OF TEXAS

Standardized Agenda Request Form

Date of Meeting: May 15, 2018	**Agenda Item No.** (to be assigned by CSO)**:** 2018-1711

From:

Subject:
Discussion and consideration to renew current agreement that was awarded to Frontera Materials, Inc. and CAPA/Upper Valley Materials, and Asphalt Oil Express-Edwardo Garza for Street Materials Bid No. 2016-17-10 on January 17, 2017 for an additional one (1) year. (Staffed by Public Works)

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)**:**

Aida Vega	Created/Initiated
Pete Garcia	Approved
Mike Perez	Final Approval

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
Street Materials TAB 2016-17-10, Certificate for Street Materials (003), BIDS 2016-17-10, RFB 2016-17-10 STREET MATERIALS

Responsibilities upon Approval:

CITY OF WESLACO
STREET MATERIAL - RFB NO.: 2016-17-10 TABULATION

DATE: 12/29/2016 - OPENED AT 3:00 PM

			FRONTERA MATERIALS, INC. Barry M Ehlinger P.O. Box 1449 Elsa, Texas 78543 Phone No.: 956.316.8951 Fax No.: 956.361.8905 barry@fmitex.com		CAPA / Upper Valley Materials Steve Boyd 3609 W. Palma Vista Drive Palmview, Texas 78572 Phone No.: 956.369.5250 Fax No.: 956.583.2086 sboyd@capatexas.com		Delta Aggregate Eustacio Rubio P.O. Box 2443 Elsa, Texas 78543 Phone No.: 956.472.0174 Fax No.: deltaagrgregate@aol.com		Ashalt Oil Express Edwardo Garza P.O. Box 3217 Edinburg, Texas Phone No.: 956.270.8929 Fax No.: 956.318.1265 eg2377@yhoo.com	
Item	Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Hot Mix - Tons Delivered	13,000	$51.40	$668,200.00	$54.00	$702,000.00	n/b	n/b	n/b	n/b
2	Hot Mix - Tons at Location	13,000	$46.95	$610,350.00	$48.00	$624,000.00	n/b	n/b	n/b	n/b
3	Cold Mix - Tons Delivered	700	$93.60	$65,520.00	$89.00	$62,300.00	$99.80	$69,860.00	n/b	n/b
4	Cold Mix - Tons at Location	700	$85.00	$59,500.00	$83.00	$58,100.00	n/b	n/b	n/b	n/b
5	Caliche - Tons Delivered	8,000	$12.20	$97,600.00	$15.75	$126,000.00	$14.65	$117,200.00	n/b	n/b
6	Caliche - Tons at Location	8,000	$4.00	$32,000.00	$3.75	$30,000.00	n/b	n/b	n/b	n/b
7	Road Bond - Gallon Delivered	300	n/b	n/b	n/b	n/b	n/b	n/b	n/b	n/b
8	Road Bond - Gallon at Location	300	n/b	n/b	n/b	n/b	n/b	n/b	n/b	n/b
9	MC30 Oil - Gallon Delivered	13,000	n/b	n/b	n/b	n/b	n/b	n/b	$6.25	$81,250.00
10	MC30 Oil - Gallon at Location	13,000	n/b	n/b	n/b	n/b	n/b	n/b	$5.25	$68,250.00
				$765,800.00 FRONTERA		$58,100.00 CAPA		$0.00 DELTA AGGREGATE		$68,250.00 ASPHALT OIL

Tabulation created by: Homer Rhodes

Recommendation: Public Works Staff recommends approval to award the lowest bidders, Frontera Materials, Inc., for Hot Mix Delivered ($668,200.00), with an option at Location for a lesser amount, and Caliche Delivered ($97,600.00) in the total amount not to exceed $765,800.00; CAPA/Upper Valley Materials, for Cold Mix at Location in the amount not to exceed $58,100.00; and Asphalt Oil Express-Edwardo Garza, for MC30 Oil at Location in the amount not to exceed $68,250.00

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

CERTIFICATE

I, Elizabeth M. Walker, Assistant City Manager/City Secretary of the City of Weslaco, Texas, **DO HEREBY CERTIFY,** that the Weslaco City Commission at their Regular Meeting of January 17, 2017 approved the following agenda item(s) under **VI. NEW BUSINESS:**

J. Awarded Frontera Materials, Inc., for Hot Mix Delivered, and Caliche Delivered; CAPA/Upper Valley Materials, for Cold Mix at location; and Asphalt Oil Express-Edwardo Garza, for MC30 Oil at location as the lowest and most advantageous bidder for Street Materials Request for Bid Number 2016-17-10 and authorized the Mayor to execute any related documents.

Such action of the Weslaco City Commission will be recorded in Volume 52 of the Weslaco Minute Book.

DATED this 2nd day of February, 2017

CITY OF WESLACO

Elizabeth M. Walker
Assistant City Manager/City Secretary

NOTARY

SWORN AND SUBSCRIBED before me, this 2nd day of February 2017 and that the above facts are true and correct to the best of her knowledge.

ADELAIDA V MONTOYA
Notary Public, State of Texas
My Commission Expires
August 13, 2018

Adelaida V. Montoya, Notary Public
My Commission expires: 8/13/18

STATE OF TEXAS

STREET MATERIALS
COST FACTOR SHEET
BID No.: 2016-17-10

THIS INFORMATION IN THE OPINION OF THE CITY OF WESLACO PUBLIC FACILITIES DEPARTMENT IS YEARLY ESTIMATION OF STREET IMPROVEMENT AND CONSTRUCTION PROJECTED USAGE OF STREET MATERIAL BASED ON BUDGETARY ANALYSIS AND PROJECTIONS ARE SUBJECT TO CHANGE.

ITEM No.:	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT PRICE	TOTAL PRICE
1	HOT MIX - DELIVERED	13000 TONS	$	$
2	HOT MIX - AT LOCATION	13000 TONS	$	$
3	COLD MIX - DELIVERED	700 TONS	$	$
4	COLD MIX - AT LOCATION	700 TONS	$	$
5	CALICHE - DELIVERED	8000 TONS	$	$
6	CALICHE - AT LOCATION	8000 TONS	$	$
7	ROAD BOND - DELIVERED	300 GALLON	$	$
8	ROAD BOND - AT LOCATION	300 GALLON	$	$
9	MC30 OIL - DELIVERED	13000 GALLON	$ 6.25/gallons	$ 81250
10	MC30 OIL - AT LOCATION	13000 GALLON	$ 5.25/gallons	$ 68250

The Asphalt oil Express (Bidder), having read the instructions and specification, proposes to furnish the Street Material(s) for the full and firm price indicated on this Bid Form / Cost Factor Sheet, in full compliance with the specifictions. Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the sceduled closing time for receiving bids. The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Respectfully submitted this 28 day of December, 2016

AUTHORIZED SIGNATURE: Edwardo Garza

(Failure to sign will disqualify Bid)

TYPE / PRINT NAME: Edwardo Garza

TITLE: Owner

COMPANY: Asphalt oil Express

ADDRESS: P.O. Box 3217 CITY: Edinburg STATE: TX ZIP CODE: 78540

TELEPHONE: 956-270-8429 FAX: 956-318-1265

Email: eg2377@Yahoo.com

STREET MATERIALS
COST FACTOR SHEET
BID No.: 2016-17-10

THIS INFORMATION IN THE OPINION OF THE CITY OF WESLACO PUBLIC FACILITIES DEPARTMENT IS YEARLY ESTIMATION OF STREET IMPROVEMENT AND CONSTRUCTION PROJECTED USAGE OF STREET MATERIAL BASED ON BUDGETARY ANALYSIS AND PROJECTIONS ARE SUBJECT TO CHANGE.

ITEM No.:	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT PRICE	TOTAL PRICE
1	HOT MIX - DELIVERED	13000 TONS	$ No bid	$ No bid
2	HOT MIX - AT LOCATION	13000 TONS	$ No bid	$ No bid
✓ 3	COLD MIX - DELIVERED	700 TONS	$ 99.80 ton	$ 69,860.00
4	COLD MIX - AT LOCATION	700 TONS	$ No bid	$ No bid
✓ 5	CALICHE - DELIVERED	8000 TONS	$ 14.65 ton	$ 117,200.00
6	CALICHE - AT LOCATION	8000 TONS	$ No bid	$ No bid
7	ROAD BOND - DELIVERED	300 GALLON	$ No bid	$ No bid
8	ROAD BOND - AT LOCATION	300 GALLON	$ No bid	$ No bid
9	MC30 OIL - DELIVERED	13000 GALLON	$ No bid	$ No bid
10	MC30 OIL - AT LOCATION	13000 GALLON	$ No bid	$ No bid

The Eustacio Rubio (Bidder), having read the instructions and specification, proposes to furnish the Street Material(s) for the full and firm price indicated on this Bid Form / Cost Factor Sheet, in full compliance with the specifictions. Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the sceduled closing time for receiving bids. The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Respectfully submitted this 29 day of December, 2016

AUTHORIZED SIGNATURE: [signature]

(Failure to sign will disqualify Bid)

TYPE / PRINT NAME: Eustacio Rubio

TITLE: Owner

COMPANY: Delta Aggregate & Landscaping Materials

ADDRESS: P.O. Box 2443 CITY: Elsa STATE: TX ZIP CODE: 78543

TELEPHONE: (956)472-0174 FAX:

Email: deltaaggregate@aol.com,

- LS Prog

STREET MATERIALS
COST FACTOR SHEET
BID No.: 2016-17-10

THIS INFORMATION IN THE OPINION OF THE CITY OF WESLACO PUBLIC FACILITIES DEPARTMENT IS YEARLY ESTIMATION OF STREET IMPROVEMENT AND CONSTRUCTION PROJECTED USAGE OF STREET MATERIAL BASED ON BUDGETARY ANALYSIS AND PROJECTIONS ARE SUBJECT TO CHANGE.

ITEM No.:	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT PRICE	TOTAL PRICE
1	HOT MIX - DELIVERED	13000 TONS	$ 54.00	$ 702,000
2	HOT MIX - AT LOCATION FOB plant	13000 TONS	$ 48.00	$ 624,000
3	COLD MIX - DELIVERED	700 TONS	$ 89.00	$ 62,300
4	COLD MIX - AT LOCATION FOB plant	700 TONS	$ 83.00	$ 58,100
5	CALICHE - DELIVERED	8000 TONS	$ 15.75	$ 126,000
6	CALICHE - AT LOCATION FOB pit	8000 TONS	$ 3.75	$ 30,000
7	ROAD BOND - DELIVERED	300 GALLON	$ NO Bid	$
8	ROAD BOND - AT LOCATION	300 GALLON	$ NO Bid	$
9	MC30 OIL - DELIVERED	13000 GALLON	$ NO Bid	$
10	MC30 OIL - AT LOCATION	13000 GALLON	$ NO Bid	$

The _____(Bidder), having read the instructions and specification, proposes to furnish the Street Material(s) for the full and firm price indicated on this Bid Form / Cost Factor Sheet, in full compliance with the specifictions. Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the sceduled closing time for receiving bids. The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Respectfully submitted this 29th day of December, 2016

AUTHORIZED SIGNATURE: Steve Boyd

(Failure to sign will disqualify Bid)

TYPE / PRINT NAME: Steve Boyd

TITLE: Sales

COMPANY: Upper Valley Materials LLC

ADDRESS: 3609 W Palma Vista CITY: Palmview STATE: TX ZIP CODE: 78572

TELEPHONE: 956-369-5250 FAX: 956-583-2086

Email: sboyd@cpatexas.com / sales@cpatexas.com.

STREET MATERIALS
COST FACTOR SHEET
BID No.: 2016-17-10

THIS INFORMATION IN THE OPINION OF THE CITY OF WESLACO PUBLIC FACILITIES DEPARTMENT IS YEARLY ESTIMATION OF STREET IMPROVEMENT AND CONSTRUCTION PROJECTED USAGE OF STREET MATERIAL BASED ON BUDGETARY ANALYSIS AND PROJECTIONS ARE SUBJECT TO CHANGE.

ITEM No.:	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT PRICE	TOTAL PRICE	
1	HOT MIX - DELIVERED	13000 TONS	$ 51.40	$ 668,200	
2	HOT MIX - AT LOCATION	13000 TONS	$ 46.95	$ 610,350	Progresso
3	COLD MIX - DELIVERED	700 TONS	$ 93.60	$ 65,520	
4	COLD MIX - AT LOCATION	700 TONS	$ 85.00	$ 59,500	La Joya
5	CALICHE - DELIVERED	8000 TONS	$ 12.20	$ 97,600	
6	CALICHE - AT LOCATION	8000 TONS	$ 4.00	$ 32,000	490 Pit
7	ROAD BOND - DELIVERED	300 GALLON	$ No Bid	$	
8	ROAD BOND - AT LOCATION	300 GALLON	$ No Bid	$	
9	MC30 OIL - DELIVERED	13000 GALLON	$ No Bid	$	
10	MC30 OIL - AT LOCATION	13000 GALLON	$ No Bid	$	

The Frontera Materials (Bidder), having read the instructions and specification, proposes to furnish the Street Material(s) for the full and firm price indicated on this Bid Form / Cost Factor Sheet, in full compliance with the specifictions. Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the sceduled closing time for receiving bids. The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Respectfully submitted this 29th day of December, 2016

AUTHORIZED SIGNATURE: Barry M Ellinger
(Failure to sign will disqualify Bid)

TYPE / PRINT NAME: Barry M Ellinger

TITLE: Materials Mgr.

COMPANY: Frontera Materials

ADDRESS: PO Box 1449 CITY: Elsa STATE: TX ZIP CODE: 78543

TELEPHONE: 316-8952 FAX: 316-8905

Email: barry@fmitex.com

City of Weslaco

"The City on the Grow"

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

Mike R. Perez, City Manager

CITY OF WESLACO

Invitation to Bid

The City of Weslaco hereby requests sealed bids for the following:

STREET MATERIAL = RFB No.: 2016-17-10
for Street Improvements and Construction
HOT MIX; COLD MIX; FLEXIBLE BASE; ROAD BOND STABILIZER; and MC30 OIL

Sealed bids addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m.** on **December 29, 2016**, at which time they will be opened and read aloud. Please mark envelope, "Sealed Bid"

STREET MATERIAL = RFB No.: 2016-17-10
HOT MIX; COLD MIX; FLEXIBLE BASE; ROAD BOND STABILIZER; and MC30 OIL

Potential Bidders/Respondents are advised that the bidding documents can be downloaded from the City of Weslaco web page address: **www.weslacotx.gov**, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447-2240. Be advised that if your company is contemplating on bidding this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, and contact person). **No electronic bids will be accepted.**

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 and most advantageous to the City and to hold bids for a period of forty-five (45) days without taking action, for the purpose of reviewing the bids and investigation of bidders' qualifications prior to bid award. Bids submitted past the aforementioned date and time will not be accepted.

City of Weslaco

Homer Rhodes

Homer Rhodes,
Purchasing Office
hrhodes@weslacotx.gov

VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **Street Materials** 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 **December 29, 2016** 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
Fax: 956.969.8452
hrhodes@weslacotx.gov

Name: _____ Signature: _____
(print / contact person)

Title: _____ Company/Agency: _____

Mailing
Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Bid No.: 2016-17-10

CITY OF WESLACO
SOLICITATION FOR BIDS
STREET MATERIALS
INSTRUCTIONS TO BIDDERS

IT IS THE INTENT OF THESE SPECIFICATIONS TO DESCRIBE AND GOVERN THE PURCHASE PRICE OF STREET MATERIALS REQUESTED. PROSPECTIVE BIDDERS ARE TO FILL THE FOLLOWING BLANK FORMS AND SUBMIT WITH THEIR BID.

MINIMUM SPECIFICATIONS:

1. Bid shall be submitted properly marked / identified in a sealed envelope upon the blank form attached hereto. Each form must be completely filled out. Bid must be filed with the City of Weslaco before opening day and hour. No late bids will be accepted. Bid will be returned to respondent unopened if not properly identified. Failure to meet request for Bid 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 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 bidder guaranteeing authenticity. No Bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Weslaco.

4. **Quantities shown are approximate based on projected usage.** It is specifically understood that these quantities may change without adjustment to the unit price. Prices quoted shall prevail for a period of one year with purchases as needed, starting on the day of the first Purchase Order.

5. It is the responsibility of the Supplier to verify that the materials meet specifications. Failure to do so or failure of the product itself will be cause to cancel all existing or pending order. The City of Weslaco reserves the right to request demonstrations and samples of the materials at the City's discretion to confirm the quality. All materials under these specifications shall be new and unused. Any deviation from these instructions will be subject to Bid cancellation.

6. In order for the City to meet its needs, it is understood that during the period of the contract, should the successful bidder be unable to supply the product, the City reserves the right to obtain the product from available sources.

7. Bids shall be analyzed on a total dollar value and what is most advantageous to the City.

8. It shall be the legal obligation of the bidder during the term of the contract, to notify the Purchasing Office of any price decrease in the market and accordingly, reduced prices will be in effect with appropriate documentation as described above.

9. The bidder agrees to indemnify and hold harmless the City of Weslaco from all suits and actions of every nature and description brought against, for or on account of the use of patented appliances, products or processes. Awarded bidder/vendor shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request from Purchasing Office, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

10. Bidder shall carefully examine the Bid forms, requirements/specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from Bid forms, specifications or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Office, Weslaco City Hall, 956.447.2240 and obtain clarification by addendum prior to submitting any Bids.

11. **Addenda and Interpretations:**
No Interpretations of the meaning of the specifications or other pre-bid documents will be made orally to any bidder. Every request for such interpretation should be in writing addressed to the City of Weslaco, Purchasing Department, 255 S. Kansas Avenue, Weslaco, Texas 78596, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda for specifications which, if issued, will be mailed/faxed or e-mailed (at the respective addressed furnished for such purposes), not later than three (3) days prior to the *date fixed for the opening of bids. Failure of any bidder to receive any such addenda or* interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. The City of Weslaco reserves the right to refuse and reject any or all Bids and to waive any or all informalities or technicalities and to accept the Bid to be the best and most advantageous to the City and to hold the Bids for a period of forty-five (45) days without taking action. Bids submitted past the aforementioned date and time will not be accepted. NO ELECTRONIC BIDS WILL BE ACCEPTED.

13. **Notice to Awarded Vendors**: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. This new law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million.

14. In connection with this RFB, interested Bidders should limit their contact to the City of Weslaco by communicating only with Homer Rhodes, at (956) 447-2240 regarding this RFB. Contact with persons other than Mr. Rhodes regarding this RFB may be grounds for eliminations from the selection process.

ITEM

DENSE-GRADED HOT-MIX ASPHALT (METHOD)

Description. Construct a pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant.

Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the specifications.

Notify the City Engineer of all material sources. Notify the Engineer before changing any material source or formulation. When the Contractor makes a source or formulation change, the Engineer will verify that the requirements of this Item are met and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify compliance.

A. Aggregate. Furnish aggregates from sources that conform to the requirements shown in Table 1, and as specified in this Section, unless otherwise shown on the plans. Provide aggregate stockpiles that meet the definition in this Section for either coarse aggregate or fine aggregate. When reclaimed asphalt pavement (RAP) is allowed by plan note, provide RAP stockpiles in accordance with this Section. Aggregate from RAP is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply mechanically crushed gravel or stone aggregates that meet the definitions in Tex-100-E. The Engineer will designate the plant or the quarry as the sampling location. Samples must be from materials produced for the project. The Engineer will establish the surface aggregate classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II. Do not add material to an approved stockpile from sources that do not meet the aggregate quality requirements of the Texas Department of Transportation's *Bituminous Rated Source Quality Catalog* (BRSQC) unless otherwise approved.

1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Provide aggregates from sources listed in the BRSQC. Provide aggregate from nonlisted sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for nonlisted sources.

   Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements apply only to aggregates used on the surface of travel lanes, unless otherwise shown on the plans. The SAC for sources on the Texas Department of Transportation's AQMP is listed in the BRSQC. Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate in order to meet requirements for Class A materials. When blending Class A and B aggregates to meet a Class A requirement, ensure that at least 50% by weight of the material retained on the No. 4 sieve comes from the Class A aggregate source. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. When blending, do not use Class C or D aggregates. For blending purposes, coarse aggregate from RAP will be considered as Class B aggregate.

2. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2-in. sieve.

   RAP from either Contractor- or Department-owned sources, including RAP generated during the project, is permitted only when shown on the plans. Department-owned RAP, if allowed for use, will be available at the location shown on the plans. When RAP is used, determine asphalt content and gradation for mixture design purposes. Perform other tests on RAP when shown on the plans.

   When RAP is allowed by plan note, use no more than 30% RAP in Type A or B mixtures unless otherwise shown on the plans. For all other mixtures, use no more than 20% RAP unless otherwise shown on the plans.

Do not use RAP contaminated with dirt or other objectionable materials. Do not use the RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with the laboratory method given in Tex-406-A, Part I. Determine the plasticity index using Tex-106-E if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction.

3. **Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. At most 15% of the total aggregate may be field sand or other uncrushed fine aggregate. With the exception of field sand, use fine aggregate from coarse aggregate sources that meet the requirements shown in Table 1, unless otherwise approved.

   If 10% or more of the stockpile is retained on the No. 4 sieve, test the stockpile and verify that it meets the requirements in Table 1 for coarse aggregate angularity (Tex-460-A) and flat and elongated particles (Tex-280-F).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	AQMP	As directed by City Engineer
Deleterious material, %, max	Tex-217-F, Part I	1.5
Decantation, %, max	Tex-217-F, Part II	1.5
Micro-Deval abrasion, %, max	Tex-461-A	Note 1
Los Angeles abrasion, %, max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, max	Tex-411-A	30[2]
Coarse aggregate angularity, 2 crushed faces, %, min	Tex 460-A, Part I	85[3]
Flat and elongated particles @ 5:1, %, max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, max	Tex-107-E	3
Combined Aggregate[4]		
Sand equivalent, %, min	Tex-203-F	45

1. Not used for acceptance purposes. Used by the Engineer as an indicator of the need for further investigation.
2. Unless otherwise shown on the plans.
3. Unless otherwise shown on the plans. Only applies to crushed gravel.
4. Aggregates, without mineral filler, RAP, or additives, combined as used in the job-mix formula (JMF).

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

B. **Mineral Filler.** Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, cement, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Do not use more than 2% hydrated lime or cement, unless otherwise shown on the plans. The plans may require or disallow specific mineral fillers. When used, provide mineral filler that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
- meets the gradation requirements in Table 3.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

C. **Baghouse Fines.** Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

D. **Asphalt Binder.** Furnish the type and grade of performance-graded (PG) asphalt binder specified on the plans in accordance with Section 300.2.J, "Performance-Graded Binders."

E. **Tack Coat.** Unless otherwise shown on the plans or approved, furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions."

Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use. If required, verify that emulsified asphalt proposed for use meets the minimum residual asphalt percentage specified in Item 300, "Asphalts, Oils, and Emulsions."

The Engineer will obtain at least 1 sample of the tack coat binder per project and test it to verify compliance with Item 300. The Engineer will obtain the sample from the asphalt distributor immediately before use.

F. **Additives.** When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved.

If lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.

Item

Cold Mix

Cold Bituminous Paving Using Stockpiled Recycled Asphalt Pavement (RAP)

Materials. Furnish materials, other than RAP, that meet the requirements of the plans and specifications. Stockpiled at locations and in approximate quantities as designated in the plans.

Notify the City Engineer of all material sources. Notify the Engineer before changing any material source. The Engineer may test the materials and make adjustments in proportions at any time during the project.

A. RAP. Crush the RAP to produce a consistent gradation of which 100% passes a 1 in. sieve.

Do not contaminate the existing RAP stockpiles with dirt or other objectionable materials.

B. Field Sand. When called for in the plans, provide fine aggregate or field sand which meets the following gradation:

Sieve Size	% Passing by Weight
3/8"	100
#8	70-100
#200	0-15

Assure a minimum RAP moisture content of 2% at the time of mixing with emulsion. Additional moisture, as needed, may be combined with the emulsion at the time of mixing.

C. Asphalt Binder. Furnish emulsified asphalt of the type and grade called for in the plans.

D. Additives. When shown on the plans, use the type and rate of additives specified. Other additives that facilitate the mixing or improve the quality of the mixture may be allowed when approved.

ITEM

FLEXIBLE BASE

Materials. Furnish uncontaminated materials of uniform quality that meet the requirements. Notify the City Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time to assure specification compliance. Use Tex-100-E material definitions.

A. Aggregate. Furnish aggregate of the type and grade conforming to the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1.

Table 1
Material Requirements

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4
Master gradation sieve size (% retained)	Tex-110-E				As directed by City Engineer
2-1/2 in.		–	0	0	
1-3/4 in.		0	0–10	0–10	
7/8 in.		10–35	–	–	
3/8 in.		30–50	–	–	
No. 4		45–65	45–75	45–75	
No. 40		70–85	60–85	50–85	
Liquid limit, % max.[1]	Tex-104-E	35	40	40	As directed by City Engineer
Plasticity index, max.[1]	Tex-106-E	10	12	12	As directed by City Engineer
Plasticity index, min.[1]		As directed by City Engineer			
Wet ball mill, % max.[2]	Tex-116-E	40	45	–	As directed by City Engineer
Wet ball mill, % max. increase passing the No. 40 sieve		20	20	–	
Classification[3]	Tex-117-E	1.0	1.1–2.3	–	As directed by City Engineer
Min. compressive strength[3], psi					As directed by City Engineer
lateral pressure 0 psi		45	35	–	
lateral pressure 15 psi		175	175	–	

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. When a soundness value is required by the plans, test material in accordance withTex-411-A.
3. Meet both the classification and the minimum compressive strength, unless otherwise shown on the plans.

1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

   The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following.

   a. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.

   b. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

   c. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.

   d. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material.

ITEM
ROADBOND
(Liquid Stabilizer Treatment for Subgrade Soils)

1. **DESCRIPTION:** This item shall govern for treatment of new and or existing subgrade material by pulverizing adding the liquid stabilizer (Roadbond EN 1 or approved equal), and mixing and compacting the mixed material to the required density as specified herein and in conformity with the typical sections, lines and grades as shown on the plans or as established by the Engineer.

2. **MATERIALS:**

   A. **The liquid stabilizer treatment:** Roadbond EN 1 or approved equal is applied to subgrade soils for reduction of permeability, moisture susceptibility and swell and to improve strength and stiffness. When applied within the manufacturer's parameters for application, dilution, moisture control, processing, compaction and curing the stabilizer shall improve the shear and bearing strength as well as reduce the moisture susceptibility of soil and aggregate materials. Upon request, the supplier must be able to provide independent laboratory test reports from a certified analytical laboratory experienced in environmental acceptability testing documenting tests performed on product samples of the liquid stabilizer products.

   B. **Product delivery:** Roadbond EN 1 or approved equal shall be delivered, stored and handled in closed, weatherproof containers until immediate distribution on the road. Materials must be stored in covered storage that is well ventilated with adequate protection from theft, flooding or damage. If storage bins are used, they are to be completely enclosed. Insure that the manufacturer's safe handling and mixing instructions are followed without exception.

ITEM

MC-30

Medium-Curing Cutback Asphalt

Property	Test Procedure	Type-Grade MC-30	
		Min	Max
Kinematic viscosity, 140°F, cSt	T201	30	60
Water, %	T 55	-	0.2
Flash point, T.O.C., °F	T 79	100	-
Distillation test:	T 78		
Distillate, percentage by volume of total distillate to 680°F			
to 437°F		-	25
to 500°F		40	70
to 600°F		75	93
Residue from distillation, volume %:		50	-
Tests on distillation residue:			
Penetration, 100g, 5 sec., 77°F	T 49	120	250
Ductility, 5 cm/min., 77°F, cm[1]	T 51	100	-
Solubility in trichloroethylene, %	T 44	99.0	-
Spot test	Tex-509-C	Neg.	

1. If the penetration of residue is more than 200 and the ductility at 77°F is less than 100 cm, the material is acceptable if its ductility at 60°F is more than 100 cm.

STREET MATERIALS
COST FACTOR SHEET
BID No.: 2016-17-10

THIS INFORMATION IN THE OPINION OF THE CITY OF WESLACO PUBLIC FACILITIES DEPARTMENT IS YEARLY ESTIMATION OF STREET IMPROVEMENT AND CONSTRUCTION PROJECTED USAGE OF STREET MATERIAL BASED ON BUDGETARY ANALYSIS AND PROJECTIONS ARE SUBJECT TO CHANGE.

ITEM No.:	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT PRICE	TOTAL PRICE
1	HOT MIX - DELIVERED	13000 TONS	$	$
2	HOT MIX - AT LOCATION	13000 TONS	$	$
3	COLD MIX - DELIVERED	700 TONS	$	$
4	COLD MIX - AT LOCATION	700 TONS	$	$
5	CALICHE - DELIVERED	8000 TONS	$	$
6	CALICHE - AT LOCATION	8000 TONS	$	$
7	ROAD BOND - DELIVERED	300 GALLON	$	$
8	ROAD BOND - AT LOCATION	300 GALLON	$	$
9	MC30 OIL - DELIVERED	13000 GALLON	$	$
10	MC30 OIL - AT LOCATION	13000 GALLON	$	$

The _____(Bidder), having read the instructions and specification, proposes to furnish the Street Material(s) for the full and firm price indicated on this Bid Form / Cost Factor Sheet, in full compliance with the specifictions. Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the sceduled closing time for receiving bids. The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Respectfully submitted this _____ day of _____, 2016

AUTHORIZED SIGNATURE: _____

(Failure to sign will disqualify Bid)

TYPE / PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

Email: _____

WESLACO CENTENNIAL COMMITTEE
P.O. Box 801, Weslaco, TX 78599

May 15, 2018

Report to the Weslaco City Commission

Mission: *For the community of Weslaco, past and present, to participate in Weslaco's 2019 Centennial celebration. This celebration will consist of events and activities that create civic pride, foster community partnerships; honor the past, celebrate the present and anticipate the future.*

Current Weslaco 100 Committee

Mark McCaleb, Chair & Operations
Debby Rektorik, Vice Chair & Events
Veronica Barrera, Secretary & Marketing
Mark Williams, Treasurer & Administrative/Finance
Loretta Barbee, Steering & Fine Arts Extravaganza
Laurie Cardenas, Steering & Marketing
JB Cummins, Steering & Hospitality Center
Robert Donalson, Steering & Sponsorships
Marta Kang, Steering & Marketing
Richard Lehman, Steering & Events/Sponsors
Alex Livas, Steering & Marketing
Mary Mattar, Steering & Museum Display of Families
Leonor Medina, Steering & Closing Ceremony
Sandra Reyna, Steering & Street Dance
Rick Rodriguez, Steering & Facebook
Linda Williams, Steering & Parade Float Design

Activities in the Past Year:

- Adopted By-laws
- Steering Committee met 10 times
- Executive Committee met once a month and since January 2018 meets twice a month
- Purchased Weslaco 100 merchandise: t-shirts, golf shirts, cap, wine glasses, magnets
- Developed Sponsor criteria and packet
- Developed Pole Banner Sponsor criteria and brochure
- Established credit card acceptance capability
- Recruited volunteers
- Approved working schedule of events and sought individual event leaders
- Submitted design for Weslaco City parade float
- Received approval from Weslaco Chamber for parade to be held 12-7-2019 with an historical theme.
- Established www.Weslaco100.org and Weslaco 100 Facebook
- Developed Proposed Events and Need Volunteers brochures
- Presentations given to Weslaco Lions Club and Rotary Club of Weslaco
- Staffed information and Weslaco 100 merchandise sale booth at Onionfest
- Held Wine & Cheese reception to present objectives and events to the community - 47 attended
- Determined location for majority of celebration events
- Received permission from South Texas College for use of parking lots during festivities