



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JUNE 18, 2024**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, June 18, 2024 at 5:30 PM for the purpose of discussing the following items:

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

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

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Roll Call.
- E. Mayoral Recognition.
 - 1) Proclamation - Amelia Saenz

II. PUBLIC COMMENTS

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

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

III. REPORTS

- A. Inframark.
- B. Status of the North WasteWater Treatment Plant.

- C. Status of the library expansion project.

IV. PUBLIC HEARING

- A. To solicit input on behalf of South Texas Providential Development, LLC to rezone 2823 S Bridge Ave. Also being 11.327-acre tract of land out of Farm Tract 758, West and Adams Tract Subdivision Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District.
- B. To solicit input on behalf of Brandon Brown to rezone 3208 N Westgate Dr., also being Lot 1, Jeshua Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-1 Neighborhood Business District. Attachment.
- C. To solicit input on behalf of Raymundo Chirinos to approve a Conditional Use Permit to operate an event center at 405 S Missouri, also being Lot E35' of 23 & 24, Block 34, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.

V. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine, and the Governing Body has been furnished with background and support material and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be removed from the consent agenda by the Mayor, a Commission member or the City Manager and will be considered separately.

- A. Approval of the Minutes of the Special Meeting on April 18, 2024. (Staffed by City Secretary Department.) Attachment.
- B. Approval for staff to solicit proposals for municipal audit services and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)
- C. Approval of an Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)
- D. Approval of Resolution 2024-58 suspending an application filed by Texas Gas Service Company, a Division of ONE Gas, Inc. for an Interim Rate Adjustment and authorize the Mayor to execute any related documents. (Staffed by City Manager.) Attachment.

VI. APPOINTMENTS

- A. Discussion and consideration on Resolution 2024-57 appointing a member to the Mayor Joe V. Sanchez Public Library Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary/Library Department.) Attachment.

VII. OLD BUSINESS

- A. Discussion and consideration regarding procurement and continuation of the contract for consultant with Jonas Gonzalez and status of deliverables related to the same. Possible action. (This item was tabled on June 4, 2024; requested by Commissioner Kerr and Lopez.) Attachment.

VIII. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of South Texas Providential Development, LLC. on Ordinance 2024-17 to rezone 2823 S Bridge Ave., also being 11.327-acre tract of land out of Farm Tract 758, West and Adams Tract Subdivision Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-17. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- B. Discussion and consideration after public hearing on behalf of Brandon Brown on Ordinance 2024-18 to rezone 3208 N Westgate Dr., also being Lot 1, Jeshua Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-18. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- C. Discussion and consideration after public hearing on behalf of Raymundo Chirinos to approve a Conditional Use Permit to operate an event center at 405 S Missouri, also being Lot E35' of 23 & 24, Block 34, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- D. Discussion and re-consideration to approve the Final Plat for The Groves Subdivision being a 13.90acres out of Acre Tract out of lot 236, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas Located approximately 1300ft. North of the intersection of Mile 11 N Road and Westgate Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- E. Discussion and consideration on Ordinance 2024-19 amending Electioneering Ordinance 2022-22 regarding the drawing of assigned spaces for electioneering purposes for non-local races and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-19. Possible action. (Staffed by City Secretary Department.) Attachment.
- F. Discussion and consideration authorizing City Manager as the authorized signatory for the Weslaco Airport Reimbursable Service program with Customs and Border Protection and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager/Airport Staff.) Attachment.

- G. Discussion, and consideration to extend the validation period for responses to RFQ No.: 2023-24-20 Appraisal Services Regarding Airport Facilities and Associated Airport Owned Properties at the Weslaco Mid Valley Airport from 60 days to 120 days and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance / Airport.) Attachment.
- H. Discussion and consideration of a letter of commitment between the City of Weslaco and The Lower Rio Grande Valley Development Council for their planning grant application to Knapp Community Care Foundation and providing local matching funds in the amount of \$5,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager./LRGVDC.) Attachment.
- I. Discussion and consideration on the proposed Sixth Amendment letter impacting the FY 2023-2024 budget for the Inframark Water and Wastewater System Operation and Maintenance Agreement and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager/Finance Department.) Attachment.
- J. Discussion and consideration of accepting donations for the Ladies Softball State Championship Celebration at Bert Ogden Arena and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Relations Officer.) Attachment.
- K. Discussion and consideration to purchase two (2) XFP 150G Pumps from Precision Pump Systems on BuyBoard contract #672-22 for lift station #3 for an amount not to exceed \$38,059 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- L. Discussion and consideration to award RFB No. 2023-24-26 Waterworks Collection and Distribution Materials to the primary vendor, Aguaworks Pipe & Supply, LLC. and Ferguson as the secondary vendor, for a period of one year, for material to be purchased on an as-needed basis not to exceed \$500,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- M. Discussion and consideration to enter into a contract with Boultinghouse Simpson Gates Architects for the Valley Nature Center roof project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)
- N. Discussion and consideration to award bid for RFB. #2023-24-06 New Theater Wall Construction and Demolition of Porter Doss Building to the lowest, responsive, responsible bidder CRC Development & Construction of McAllen, Texas for an amount not to exceed \$365,320 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment.
- O. Discussion and consideration on Ordinance 2024-20 for the installation of stop signs

at the existing Hike and Bike Trail Crossing along Westgate Drive between 6th Street and 18th Street and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-20. Possible action. (Staffed by Engineering Department.)

IX. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.
- B. Personnel - Discussion regarding the goals, objectives, and evaluation of the Assistant City Manager/Airport Director for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.
- C. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental as authorized by Section §551.071 of the Texas Government Code.
- D. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property legally described as the West Tract N 132'-S264' FT 130 4.0AC GR 3.94AC Net, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.
- E. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property legally described as the West Tract N 132'-S396' FT 130 4AC Net, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

XI. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 14th day of June 2024, on or before 5:00 pm and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:

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

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

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

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



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-273	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Christopher Cowan from First Baptist Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge and Mission updated 11.15.23			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage, and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-600	
From:			
Subject: Inframark.			
Background:			
Funding Source (budget code, if applicable):			
Amount:		Term of Impact:	Identified in Current Budget:
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-630	
From:			
Subject: Status of the North WasteWater Treatment Plant.			
Background:			
Funding Source (budget code, if applicable):			
Amount:		Term of Impact:	Identified in Current Budget:
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-631	
From:			
Subject: Status of the library expansion project.			
Background:			
Funding Source (budget code, if applicable):			
Amount:		Term of Impact:	Identified in Current Budget:
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-559	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of South Texas Providential Development, LLC to rezone 2823 S Bridge Ave. Also being 11.327-acre tract of land out of Farm Tract 758, West and Adams Tract Subdivision Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District.			
Background: The applicant is requesting to rezone property from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District. Two (2) property owners within 200 feet of the applicant's property were notified by letter on May 24, 2024.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning and City Commission appeared in The Monitor on May 15, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of June 5, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to solicit public comments.			
Staff Recommendation: Staff recommends approval based on Final Plat approval and prior submittal.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-560	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Brandon Brown to rezone 3208 N Westgate Dr., also being Lot 1, Jeshua Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-1 Neighborhood Business District.			
Background: The applicant is requesting to rezone property from R-1 One-Family Dwelling District to B-1 Neighborhood Business District. Thirteen (13) property owners within 200 feet of the applicant's property were notified by letter on May 24, 2024.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on May 15, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of June 5, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to solicit public comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Rezone-3208 N Westgate- Memo, 3208 n westgate dr-Application, Notice and Radius Map, 3208 n Bridge - Aerial			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 3208 N Westgate Dr

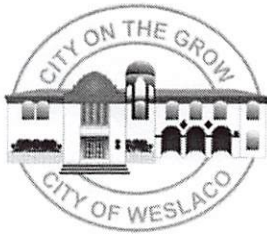
DATE: June 6, 2024

The proposed use of the property will be for commercial office. The owner has already contacted building for information on converting the existing home to office use. The property is located along Westgate and the property to the north is commercial areas. Staff has not received any petitions for or against the rezone request.

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

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

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

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

FILE NO. _____

RZNE-000607-2024



PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 1 Block _____

Subdivision Name Jeshua Subdivision

Street Address 3208 N Westgate Dr, Weslaco, TX 78599

Existing Zoning R-1 Existing Land Use Residential

Proposed Zoning B-1 Proposed Land Use Commercial

_____ \$305.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

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

APPLICANT

Name Brandon Brown Phone (713) 969-7776

Address 5425 Magnolia Pkwy Fax: _____

City Pearland State TX Zip Code 77584 E-Mail: Brownrdz85@gmail.com

OWNER

Name Brandon Brown Phone (713) 969-7776

Address 5425 Magnolia Pkwy Fax: _____

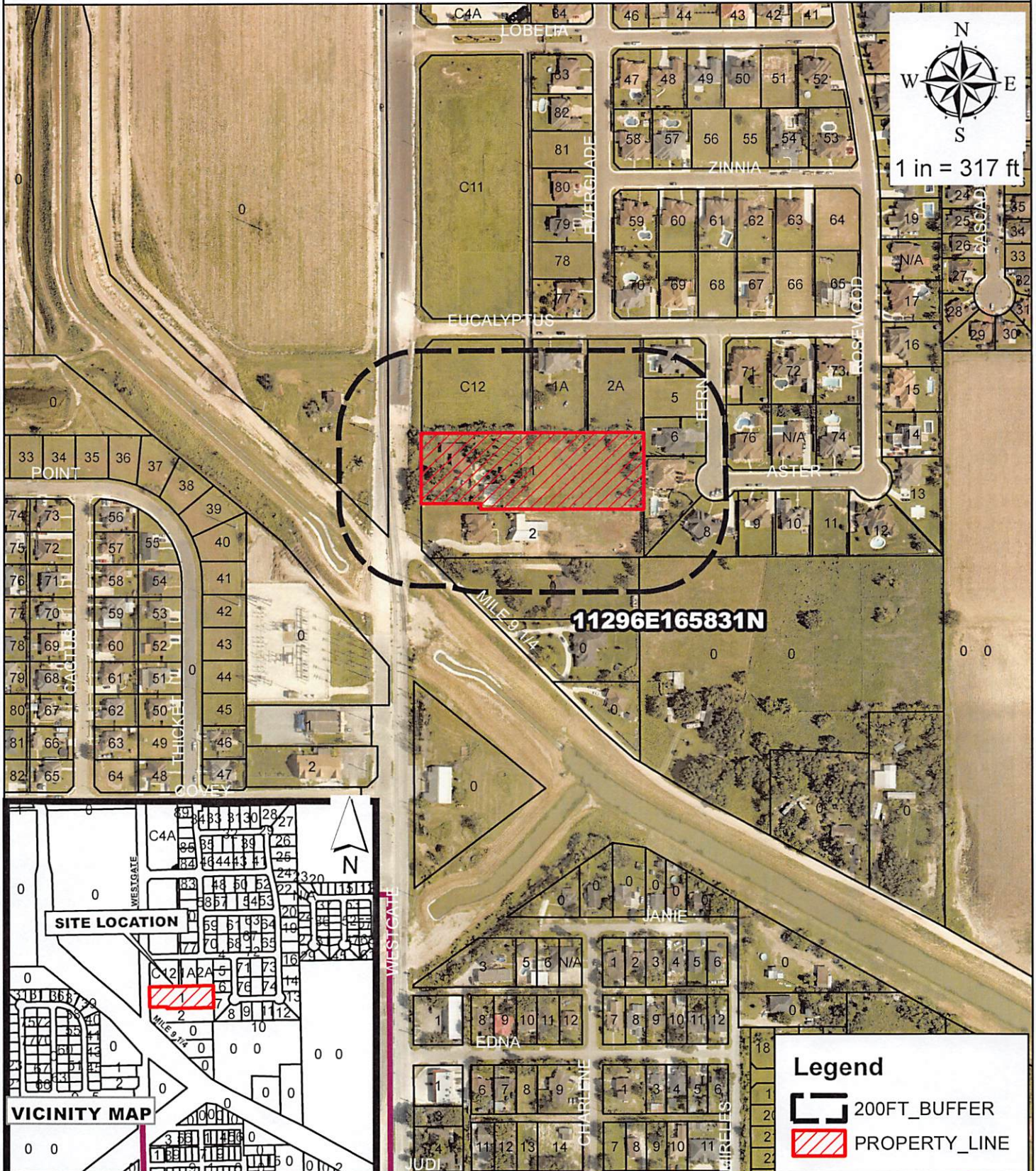
City Pearland State TX Zip Code 77584 E-Mail: Brownrdz85@gmail.com

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 [Signature] Date 03/01/2024
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent



Brandon Brown
3208 N Westgate
Jeshua Subdivision

Purpose for the Rezone Request

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



MAR 6, 2024

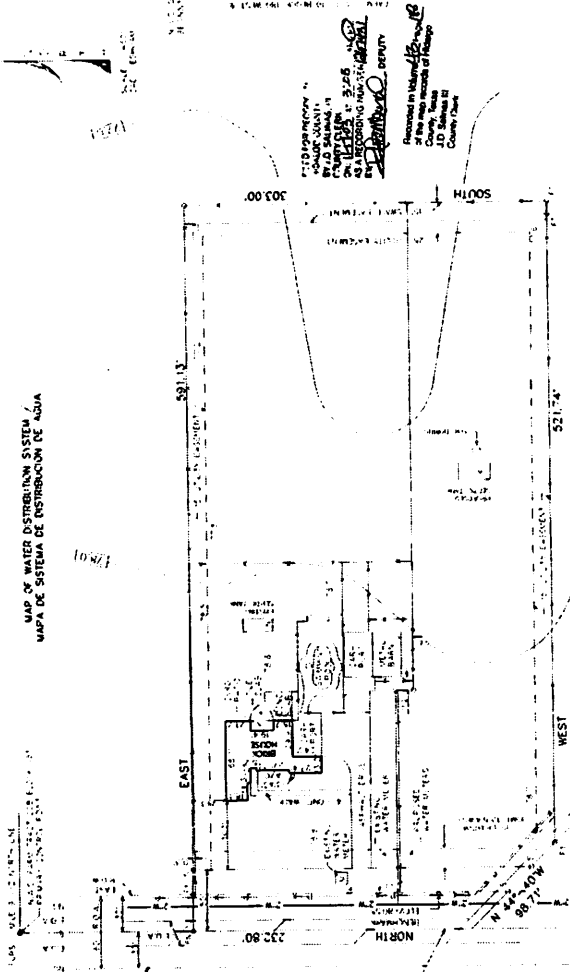
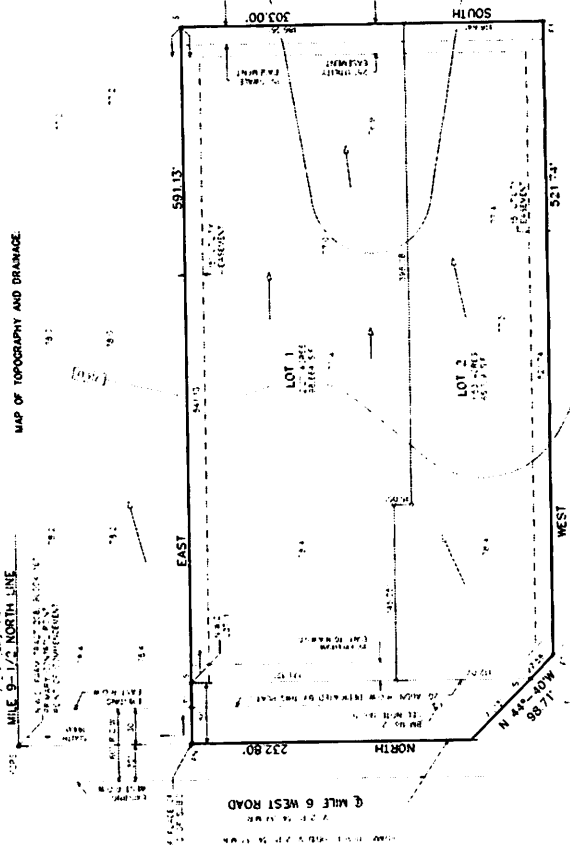
MARTINEZ SALVADOR & JOSEFA 3301 FERN DR WESLACO TX 78599	C8354-00-000-0004-00 COTTON ESTATES CENTRAL LOT 4 0 FERN DR	L: 55144 B: 260936
VALDEZ ANIBAL JR 624 YUCCA ST IMPERIAL CA 92251	C8354-00-000-0005-00 COTTON ESTATES CENTRAL LOT 5 0 FERN DR	L: 55582 B: 0
MONTALVO RAMON III TRUSTEE RAMON MONTALVO LVN TRUST PO BOX 2 WESLACO TX 78599	C8354-00-000-0006-00 COTTON ESTATES CENTRAL LOT 6 3205 FERN DR	L: 55582 B: 252545
FLORES MIGUEL C & TOMASA 3201 FERN DR WESLACO TX 78599	C8354-00-000-0007-00 COTTON ESTATES CENTRAL LOT 7 3201 FERN DR	L: 91286 B: 391570
VALDEZ PEDRO & ELVIA TRUSTEES 1413 ASTER DR WESLACO TX 78599	C8354-00-000-0008-00 COTTON ESTATES CENTRAL LOT 8 1413	L: 90795 B: 234205
MEDRANO DEBORAH & MARIO A 1410 ASTER DR WESLACO TX 78599	C8354-00-000-0076-00 COTTON ESTATES CENTRAL LOT 76 0 ASTER LN	L: 68203 B: 350597
AGADIR PROPERTIES LLC 100 N MAYBERRY ST MISSION TX 78572	C8354-00-000-0C12-00 COTTON ESTATES CENTRAL LOT C12 3220 N WESTGATE DR	L: 206378 B: 0
RODRIGUEZ JUVENTINO 3200 N WESGATE DR WESLACO, TX 78599	J5110-00-000-0002-00 JESHUA LOT 2 0	L: 65340 B: 0
LOPEZ LINDA D TRUSTEE REVOCABLE TRUST 2011 PARK AVE SAINT LOUIS MO 63104-2538	W3800-00-207-0000-00 WEST TRACT FT 207 23.15AC GR 20 .83AC NET	L: 6000 B: 13080
SEILS EDWARD E & JANE F 1418 W MILE 9 1/4 N WESLACO TX 78599-4956	W3800-00-208-0000-00 WEST TRACT 0.97AC-S7.97AC-S14.97 AC FT 208 0.97 AC NET	L: 11640 B: 54728
GARCIA RICARDO JR & MARIA D PO BOX 1875 WESLACO TX 78599-1875	W3800-00-208-0000-02 WEST TRACT N1.50AC-W3AC-S14.97AC FT 208 1.50AC NET	L: 48600 B: 79779
GONZALEZ RENE & IRMA A 1515 EUCALYPTUS ST WESLACO TX 78599	C8354-00-000-001A-00 COTTON ESTATES CENTRAL LOT 1A 1515 EUCALYPTUS LN	L: 119227 B: 290638

MAR 6, 2024

ACSS PROPERTIES LLC	C8354-00-000-002A-00	L: 119227
4009 EVERGLADE DR	COTTON ESTATES CENTRAL LOT 2A	B: 0
WESLACO TX 78599	0	

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

1/2 MILE 9-1/2 NORTH LINE



SEE 5-11-12 NOTES

THIS SUBDIVISION REPORT WAS PREPARED FOR THE CITY OF JESHERA, ARIZONA, BY THE ENGINEER, JESHERA SUBDIVISION, INC., 10-16-13

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	10-16-13	JESHERA SUBDIVISION, INC.
2	FINAL PLAN	10-16-13	JESHERA SUBDIVISION, INC.

THE ENGINEER HAS REVIEWED THE RECORD DRAWINGS AND FOUND THEM TO BE IN ACCORDANCE WITH THE CITY OF JESHERA, ARIZONA, REQUIREMENTS.

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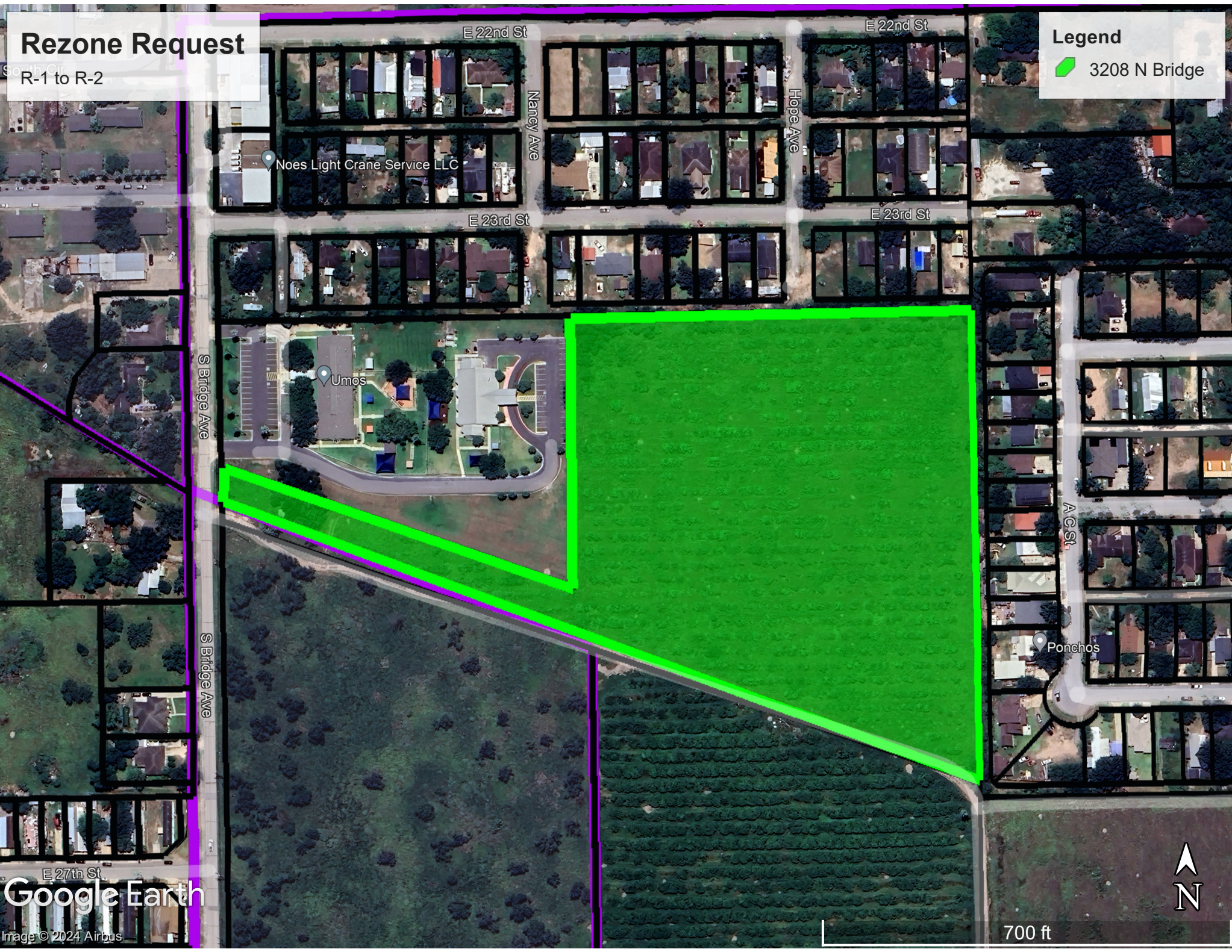
THE ENGINEER HAS REVIEWED THE RECORD DRAWINGS AND FOUND THEM TO BE IN ACCORDANCE WITH THE CITY OF JESHERA, ARIZONA, REQUIREMENTS.

Rezone Request

R-1 to R-2

Legend

 3208 N Bridge





Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-561	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Raymundo Chirinos to approve a Conditional Use Permit to operate an event center at 405 S Missouri, also being Lot E35' of 23 & 24, Block 34, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.			
Background: The applicant is requesting to obtain a Conditional Use Permit to operate an Event Center. Thirty-two (32) property owners within 200 feet of the applicant's property were notified by letter on May 24, 2024.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on May 15, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of June 5, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to solicit public comments.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-278	
From:			
Subject: Approval of the Minutes of the Special Meeting on April 18, 2024. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission of the Special Meeting held April 18, 2024.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff subject to any comments from the governing body.			
Staff Recommendation: Approve.			
Attachments, if any: 240418 minutes			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A SPECIAL MEETING
WESLACO CITY COMMISSION
APRIL 18, 2024**

On Thursday, April 18, 2024 at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Special Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

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

Also present: Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Omar Rodriguez, Parks and Recreation Director; Albert Aldana, City Engineer other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Gonzalez called the meeting to order and certified the public notice of the meeting as properly posted Friday, April 12, 2024.

B. Pledge of Allegiance.

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

C. Roll call.

Norma A. Cantu, City Secretary, called the roll noting the absence of Commissioners Kerr, Rodriguez and Gonzalez Jr. and a quorum present.

II. PUBLIC COMMENTS

None.

III. NEW BUSINESS

A. Discussion and interview firms and possible action on the selection and authorize staff to negotiate a contract with a selected architect for RFQ No.: 2023-24-08 Architectural / Engineering Design Services for Boys & Girls Club of Weslaco Facilities Expansion and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Juan E. Gonzalez, City Attorney, addressed the firms and stated as a professional courtesy those firms not presenting if they would wait outside of the room. There was no objection from the firms.

Diverse Studio, Francisco Velasquez, Project Manager, Kathryn Petrauskas, Project Architect and Wes Thiele, Project Design, individually addressed the commission and presented projects completed by them, went over consulting team that included structural, MEP, Civil engineering services, landscape architecture, technology consultant and a cost estimator; stated their goal was to be responsive and available to the needs of the client; stated they had walked the existing site and went over their proposed scope that included Phase I, Master Plan and Phase 2 Design services; important considerations to the project was connectivity of the existing use to the new use and park use and the flexibility of future growth; work with real-time collaboration throughout the project.

In response to questions from the commission, their availability to the project will be a priority and be present as needed with no travel cost incurred to the taxpayer, no projects done locally, have walked the site, and committed to address the needs of the project; a challenge of the project is the physical constraints of the property and is an active site.

ROFA Architects, Michael Alex, ROFA, presented the firms key personnel, that included Luis Figueroa, Humberto Rodriguez, Cesar Roque, went over their positions and experience, are licensed architects, principals and owners; presented their community involvement; they will propose a programming cost, schematic design, construction documents where all principals are involved, diligent to keep schedules and budgets in place, have extensive experience and partnerships with local consulting engineers; showcased award winning designs done; went over work done in Weslaco, completed Boys and Girls Club of Pharr that had similar programming aspects to the proposed project; stated they have long-term successful relationship with many municipalities.

In response to the commission, they use basic materials for durability and longevity such as concrete, block and brick, value engineering is looked at to help with project cost by breaking down the project into phases before bidding phase begins to have the project withing budget.

ERO Architects, Brian Godinez, a Principal and CEO introduced the team and consultants they work with; went over projects done by them that included public sectors, educational facilities, and athletic recreational facilities; projects done are new and/or renovations, went over ongoing projects and completed projects; presented their process for project cost control and quality control; went over current facility and the expectations of the project.

In response to the commission, value engineering will be done from the design phase to minimize cost according to the needs of the project and budget before the bidding process, a challenge is keeping the flow of individuals from one building to the expansion that is a stand-alone but felt there is adequate space for the expansion and are aware of the RDF project.

Mayor Gonzalez stated upon tabulation, the top ranked firm was ERO and entertained a motion.

Commissioner Lopez seconded by Commissioner Pedraza approved to negotiate contract for Architectural/ Engineering Design Services for Boys & Girls Club of Weslaco Facilities Expansion with ERO as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

Mayor Gonzalez changed the order of the day and introduced item C. There was no objection.

C. Discussion and interview firms and possible action on the selection and authorize staff to negotiate a contract for RFQ 2023-24-18 for Engineering/Planning Services to Conduct Feasibility Studies for Street and Utility Impact Fees and to update the City's Subdivision, Zoning and Building Ordinances process and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Able.City - Carlos Gallinar, Principal and Planning Director, stated the firm was an architectural urban design and planning firm; 40 plus years of experience, 30 plus employees, have done over 10 code rewrites and over 40 planning and policy projects; went over the team and their professional services and experience they will bring to the project; went over office locations to include McAllen; presented a list of clients as well as the different codes done that are user friendly to staff, the community and public sector; well versed with public outreach.

In response to the commission, a challenge is the resistance from the development community following policy and regulations; they would do a study for impact fees and determine what is the maximum within the law and market and ensure Weslaco is competitive with those fees; they would establish modules with input from staff regarding the different areas of planning such as plats, land use, transportation, and urban design for use.

Trimad Consultants, Ricardo Salazar, P.E., went over team profile, experience of key personnel and consultants that would assist with the different scope of work requested and stated office was in Pharr. Javier Garcia, Consultant, went over team expertise, partnerships formed, presented projects completed and ongoing.

In response to the commission, they have done work with cities doing the scope of work requested in the request of qualifications; they are familiar with the IBC (building codes) and what is needed for improvements to be a resilient city; they have several engineers that have worked as City Engineers on staff that would offer training as necessary.

Mayor Gonzalez stated upon tabulation, the top ranked firm was Able.City and entertained a motion.

Commissioner Pedraza seconded by Commissioner Lopez approved staff to negotiate contract for Engineering/Planning Services to Conduct Feasibility Studies for Street and Utility Impact Fees and to update the City's Subdivision, Zoning and Building Ordinances with Abel. City as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

B. Discussion and interview firms and possible action on the selection and authorize staff to negotiate a contract for RFQ No.: 2023-24-01 Professional/Consulting Services for the Evaluation/Analysis of Infrastructure related to Water and Wastewater Facilities and Utility Management and authorize the Mayor to execute any related documents. Possible action. (Staffed by Asst. City Manager.)

Carollo - Hani Michel, PE and Principal-in-charge presented the team and key personnel that would be involved; stated the firm is dedicated and specializes in water and wastewater operations; have over 50 offices in North America with 8 in Texas and their office in McAllen; Rene Aguilar stated they would do a detail assessment of the current infrastructure using a digital tool that takes photo and document the conditions to determine useful life of the city's assets for above and underground infrastructure; Ann Casey went over how they will develop a capital improvement plan to determine budgets; will use a rate model for scenario planning of charges; presented list of clients, location and projects done by them to include a recent project for the Seattle Public Utilities assessment of their water treatment facility.

In response to the commission, key personnel are professional engineers that specialize in water and wastewater and are national certified for water and wastewater operations; any field data collected during the assessment of assets will belong to the city.

Halff - Marcus Diaz, Principal-in-Charge stated they were established in 1993; offices in the RGV located in McAllen and Brownsville with over 70 employees in the RGV; presented key personnel and their roles; Kristina Leal, Project Manager, went over the firms capabilities highlighting on staff experience with environmental requirements for water; have MEP Engineers in the McAllen offices; approach to public outreach important and develop a user friendly tool for the community to understand; went over project experiences to include Weslaco projects; understand all TCEQ requirements and also assist with grants and funding applications.

In response to the commission, they are licensed professional engineers on staff, certified to work on federal projects; staff member belongs to professional associations related to water/wastewater operations, any data/plans compiled will belong to the city.

Ambiotec - Carlos Marin, Principal with Ambiotec, presented an overview of how Weslaco can leverage its current utility assets to capture economic opportunities; spoke about advanced manufacturing, population growth and strengths of the RGV, went over five elements to capture industrial investment, stated Phase I would involve a Financial Management Technical review (audit) to identify monetary losses of utility operations and turn them into assets. Phase II would be to capture funding/incentives that would include state/federal, philanthropic, public-private capital and investment incentive programs (time lapsed.)

In response to the commission, an assessment would be done to identify the inefficiency of operations to include financial, administrative, infrastructure, O&M and regulatory compliance and take corrective measures for potential savings, stated key personnel included Carlos Rubinstein has experience in regulatory compliance and public sector management and was the Chairman of the Texas water Development Board and Commissioner of TCEQ, Rob Ori, evaluates water/wastewater utilities and does the financial management preparation, Hank Habicht value to the team is philanthropic funding sources, Gary Deremer experience is bill financing of water/wastewater facilities and experts in operations and maintenance.

Mayor Gonzalez stated upon tabulation, the top ranked firm was Ambiotec and entertained a motion.

Mayor Pro Tem Farias seconded by Commissioner Pedraza approved staff to negotiate contract for Professional/Consulting Services for the Evaluation/Analysis of Infrastructure related to Water and Wastewater Facilities and Utility Management with Ambiotec as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

IV. ADJOURNMENT

Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to adjourn the special meeting of April 18, 2024, at 8:20 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-607	
From: Rosalinda Cavazos			
Subject: Approval for staff to solicit proposals for municipal audit services and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)			
Background: Our last solicitation for Municipal Audit Services was in 2019, and we selected Carr, Riggs, & Ingram for the audit of our financial statements and the production of our ACFR report. They have audited the fiscal years of 2019-2023. We are requesting to solicit proposals for a 3-year term, with an option to extend for an additional two-year term. The solicitation requested on May 7th, 2024, will audit our finances and operations (internal controls), while this is requesting the production of our ACFR and an opinion on our financial statements' presentation.			
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):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2017-821	
From: ARNOLDO BECHO			
Subject: Approval of an Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)			
Background: For over two decades, the Mayor Joe V. Sanchez Public Library has been a valued member and contributor to HCLS. Through participation with the County, the library receives services and funding which allow for maintenance of accreditation, access to the county Electronic Library, expansion of resources, and many other important functions. This year's allotment is approximately \$14,000 after deduction of Library Automation System costs. The primary responsibility of this Interlocal agreement is provision of library services to individuals outside of Weslaco, with the understanding that Weslocoans would be able to visit other HCLS libraries as well.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time			
ARNOLDO BECHO ARNOLDO BECHO Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo - HCLS Interlocal Agreement 2024, HCLS 2024 Interlocal Agreement			
Responsibilities upon Approval: Signatures are required of the Mayor, City Secretary, and City Attorney. Two originals have been provided. One should be sent to the Mayor Joe V. Sanchez Public Library, which will transmit the document to the county, another should be kept by the City.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

June 7, 2024

To: Adrian Gonzalez, Mayor; Adrian Farias Mayor Pro-Tem; Greg Kerr, Commissioner; Israel Gonzalez, Jr., Commissioner; Josh Pedraza, Commissioner; Letty Lopez, Commissioner; Jose "JP" Rodriguez, Commissioner; Martin Garza, City Manager
CC: Norma Cantu, Kayla Pena, Maricarmen Garcia, Rosie Cavasos
Fr: Arnoldo Becho, Library Director
Re: HCLS Interlocal Agreement 2024

For over two decades the Mayor Joe V. Sanchez Public Library has partnered with the Hidalgo County Library System to share resources and provide library services to all residents of Hidalgo throughout all County libraries. The partnership is a huge success. In addition to sharing knowledge and increasing services to the public, we also receive funding from Hidalgo County through the partnership. The County pays for our Electronic Book Collection, our library management software, and provides a stipend of approximately \$14,000 to the library's budget to be used for purposes directly benefiting the public.

The agreement asks that we provide library services to all members of the county and share resources with our partner libraries. This requirement is already part of our core mission and a very feasible expectation. No additional funding is required of the agreement.

Through participation with the County, the library receives services and funding which allow for maintenance of accreditation, expansion of resources, and many other important functions. The library strongly recommends approval.

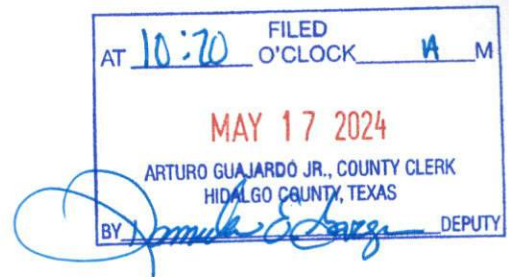
Please feel free to contact me with any questions, I will be happy to provide additional information.

Thank you for the time,

Arnoldo Becho
Library Director, City of Weslaco
Mayor Joe V. Sanchez Public Library
525 S. Kansas, Weslaco TX
abecho@weslacopl.us
(956) 973-3144

THE STATE OF TEXAS §

COUNTY OF HIDALGO §



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF WESLACO, TEXAS**

This Agreement is made effective as of this 14th day of May, 2024, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF WESLACO, TEXAS hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2024; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Richard F. Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of Weslaco, Texas
Attn: City Manager
255 S Kansas Ave
Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

19. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this 14th day of May, 2024.

HIDALGO COUNTY, TEXAS

Richard F. Cortez
Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

CITY OF WESLACO, TEXAS

Adrian Gonzalez
Adrian Gonzalez, Mayor

ATTEST:

By: _____
Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: Victor M. Garza
Victor M. Garza, Assistant District Attorney

CITY:

By: _____

_____, City Attorney

APPROVED BY
COMMISSIONERS COURT
ON: 5/14/24



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-602	
From:			
Subject: Approval of Resolution 2024-58 suspending an application filed by Texas Gas Service Company, a Division of ONE Gas, Inc. for an Interim Rate Adjustment and authorize the Mayor to execute any related documents. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: 2024 RGVSA ISOS GRIP Public Notice TYE 2023, R2024-58 TGS - GRIP Suspension			
Responsibilities upon Approval: Execute, retain and notify the appropriate party.			

**CUSTOMER NOTICE OF INTERIM RATE ADJUSTMENT
RGVSA INCORPORATED AND ENVIRONS IRA FILED MAY 13, 2024**

Pursuant to Texas Utilities Code Section 104.301, Texas Gas Service Company, a Division of ONE Gas, Inc., (the "Company"), filed an application for an Interim Rate Adjustment with the Railroad Commission of Texas on May 13, 2024. This proposed Interim Rate Adjustment applies to the Rio Grande Valley Service Area ("RGVSA") incorporated cities and environs areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas, the unincorporated cities of Bayview, Laguna Heights, Monte Alto, Olmito, and San Carlos and the unincorporated areas of Jim Hogg and Starr counties, Texas, and provides for the recovery of additional capital investment incurred from January 1, 2023 through December 31, 2023. The request is for capital investment not included in any previous rate case or rates for service and is subject to refund.

The Company proposes to increase the customer charge used to calculate the customer's monthly bill by the amount listed below. The proposed Interim Rate Adjustment effective date is July 12, 2024.

TABLE 1

Rate Schedule	Current Monthly Customer Charge	Proposed 2024 Interim Rate Adjustment	Adjusted Monthly Customer Charge	Increase Per Bill
Residential - Small	\$18.00	\$3.03	\$21.03	\$3.03
Residential - Large	\$33.00	\$3.03	\$36.03	\$3.03
Commercial - Small	\$75.00	\$24.46	\$99.46	\$24.46
Commercial - Large	\$230.00	\$24.46	\$254.46	\$24.46
Industrial	\$850.00	\$203.34	\$1,053.34	\$203.34
Public Authority	\$200.00	\$23.52	\$223.52	\$23.52
Electric Generation	\$230.00	\$24.46	\$254.46	\$24.46
Commercial Transportation	\$500.00	\$24.46	\$524.46	\$24.46
Industrial Transportation	\$1,000.00	\$203.34	\$1,203.34	\$203.34
Public Authority Transportation	\$2,500.00	\$23.52	\$2,523.52	\$23.52
Electric Generation Transportation	\$500.00	\$24.46	\$524.46	\$24.46

*Average bill usage per Case No. 14399. Average bills exclude revenue-related taxes and include cost of gas (except transportation). The 2023 cost of gas 12-month average is \$4.09 per Mcf.

Persons with questions or who want more information about this filing may contact TGS at 1-800-700-2443. A copy of the filing will be available for inspection during normal business hours at TGS's offices at 5602 E. Grimes Rd., Harlingen, Texas 78550 or on TGS's website at <https://www.texasgasservice.com/RateInformation/RioGrandeValley>.

Any affected person within the environs may file written comments or a protest concerning this proposed Interim Rate Adjustment with Gas Services, Market Oversight Section, Railroad Commission of Texas, PO Box 12967, Austin, Texas 78711-2967. Please reference Case No. 00017353 in your written comment or protest.

Las personas que tengan preguntas o que deseen más información sobre esta presentación pueden comunicarse con Texas Gas Service al 1-800-700-2443. Una copia de la presentación estará disponible para inspección durante las horas normales de oficina en la oficina de Texas Gas Service en 5602 E. Grimes Rd., Harlingen, Texas 78550 o en el sitio web de Texas Gas Service en <https://www.texasgasservice.com/RateInformation/RioGrandeValley>.

Cualquier persona afectada dentro de los alrededores puede presentar comentarios por escrito o una protesta relacionada con esta propuesta de Ajuste de tarifa provisional con servicios de gas, Sección de Supervisión del Mercado, Comisión de Ferrocarriles de Texas, PO Box 12967, Austin, Texas 78711-2967. Consulte el numero Case No. 00017353 en su comentario o protesta por escrito.

RESOLUTION NO. 2024-58

A RESOLUTION BY THE CITY OF WESLACO, TEXAS SUSPENDING THE JULY 12, 2024 EFFECTIVE DATE OF THE PROPOSAL BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC. – RIO GRANDE VALLEY SERVICE AREA, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2023 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Weslaco, Texas (“City”) is a gas utility customer of Texas Gas Service Company, a Division of ONE Gas, Inc. – Rio Grande Valley Service Area, (“TGS” or “the Company”) and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, TGS made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on May 13, 2024, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by TGS, effective July 12, 2024; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The July 12, 2024 effective date of the GRIP Rate Increases proposed by TGS is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to TGS, care of Judy J. Hitchye at judy.hitchye@onegas.com, and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701 or tbrocato@lglawfirm.com.

PASSED AND APPROVED on this 18th day of June 2024.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-604	
From:			
Subject: Discussion and consideration on Resolution 2024-57 appointing a member to the Mayor Joe V. Sanchez Public Library Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary/Library Department.)			
Background: The term for Renee Dyer is set to expire on July 5, 2024. Ms. Dyer has expressed interest in reappointment and has submitted an updated board application.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Rick Mendoza Martin Garza		Created	
City Manager Comments: Approve nominee as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Board App - Renee Dyer rec'd 05-17-24, R2024-57 appt Library Board term set to expire			
Responsibilities upon Approval: Execute, retain and notify nominee and department.			



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: Renee Dyer DATE: 5-17-24

HOME ADDRESS: 2214 E. 11th Street
() Inside City Limits () Outside City Limits

MAILING ADDRESS: 2214 E. 11th Street

TELEPHONE: (Residence) 956 975-7680 (Cell) 956-975-7680

E-MAIL ADDRESS: rdyer71@gmail.com

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

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:
see attached CV

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

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

RETURN FORM & DISCLOSURE FORM TO:

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

FOR OFFICE USE ONLY

APPOINTED TO: _____

DATE: _____

PUBLIC ACCESS YES
NO



APPLICATION TO SERVE ON BOARD & COMMITTEES

BOARD MEMBER ELECTION ON DISCLOSURE

An appointed Board Member may choose whether to allow public access to the information in the custody of the city relating to the Board Member's home address, home telephone number, and cellular numbers (if not paid by the city), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary Department. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary Department. Only the City Secretary is allowed to disclose the information listed above.

**Please complete the information below and return to the
City Secretary Department within fourteen days of receipt.**

☒

I DO elect public access to my:

_____ home address

_____ home telephone number or cell phone number

_____ personal email address

☐

I DO NOT elect public access to my:

_____ home address

_____ home telephone number or cell phone number

_____ personal email address

Applicant's Signature

5-17-24

Date

S. Renee Dyer

Applicant's Printed Name

Renee Dyer

2214 E. 11th Street
Weslaco, Texas 78596
956-975-6950
rdyer71@gmail.com

SUMMARY

- Comprehensive leadership skills shaped by education, district and campus experience, and management positions
- Insatiable desire to know and share knowledge
- Results-oriented leader

EDUCATION

Doctorate Degree in Education, In Progress <i>Sam Houston State University, Huntsville, Texas</i> Instructional Systems Design and Technology GPA 4.0	Anticipated 2026
Master of Library Science <i>Sam Houston State University, Huntsville, Texas</i>	2002
Graduate Endorsement in Instructional Technology and Information Science <i>University of Wyoming, Laramie, Wyoming</i>	1998
Bachelor of Arts (BA)- Elementary Education (K-8), Science Education <i>University of Wyoming, Laramie, Wyoming</i>	1993

WORK EXPERIENCE

Sam Houston State University - Supervising Librarian Mentor/Supervising Graduate School Librarians Interns	2008 - Present
Weslaco Independent School District Librarian & District Instructional Technology Professional Learning for Librarians	1993 - Present
College of Education K-12 Preparatory Academy, University of Wyoming Teacher	1990-1993

OTHER EDUCATION-RELATED EXPERIENCE

- Held various local, state, and national committee positions related to literacy, libraries, technology, and school improvement
- Presented at local, regional, state, and national conferences

CAREER ACCOMPLISHMENTS

Instruction

- In 2020, I wrote the WISD Innovative Teaching Monthly and Self-Paced Curriculum
- In 2014, I created WEHS- Videogame and App Design Classes
- In 2014, I introduced An Hour of Code to all Schools in WISD
- In 2014, I led WEHS/ WISD Staff to implement 1 Learning Management System/LMS – Google Classroom
- In 2004, I created the first WISD student web master classes
- Additionally, I annually
 - Provide group instruction and individual guidance to students to help them locate resources and use research techniques
 - Provide guidance and technical assistance to school personnel, parents, and community members
 - Provide training sessions on needed topics utilizing current best practice research and materials
 - Provide leadership and services for the implementation of school library media programs that serve as an integral part of a student-centered educational process
 - Consult teachers on the appropriate use of materials and help them schedule materials for classroom instruction
 - Partner and train student technology squad as part of the onsite support team to support district literacy and technology initiatives
 - Support 3,000 district personnel with personal and professional development

Administration

- In 2020, I Expanded WISD Sprint 1Million HotSpot Grant to include all of WISD worth of over \$5 million
- Additionally, I annually
 - Develop, manage, and monitor an annual budget of over \$150,000 to provide for all high school instructional resource needs
 - Compile, budget and cost estimates based on documented program needs
 - Develop, implement, and manage grant(s)
 - Implement hardware and software upgrades to several mission-critical applications
 - Provide knowledge about state and federal accountability systems
 - Provide knowledge about research on effective teaching and methodology
 - Provide knowledge about scientifically based teaching/learning practices for diverse learners
 - Provide leadership in curriculum development and evaluation
 - Partner and train campus librarians as onsite support teams to support district literacy and technology initiatives
 - Compile, maintain, and file all physical and computerized reports, records, and other documents require
 - Effectively prepare and present large-scale projects and grants to the board of directors
 - Establish and maintain relationships with vendors, suppliers and service providers
 - Provide strategic technology direction and spearhead advanced technology initiatives to align 19 school libraries with Texas School Library Standards and American Association of School Librarians Standards
 - Develop, manage, and monitor strategic campus-wide social media plan

- Develop, manage, and maintain a campus-wide video news channel
- Develop and coordinate a continuing evaluation of library/media center program and make changes based on the findings
- Comply with all district and campus routines and regulations

Library Programs

- In 2019, I created the outdoor, No Obstacles to Learning Course at WEHS
- In 2018, I started the first WISD eSports Team
- In 2016, I created a Student Geek Squad Course and Curriculum
- In 2011, I created the Texas Tea Young Adult Author Speed Dating event for the Young Adult Round Table of the Texas Library Association
- In 2010, I co-created the Texas Author-Illustrator Online Website for Authors/Illustrators and Librarians from across the State of Texas
- In 2010, I co-created the Spirit of Texas Reading Programs for both Middle and High School throughout Texas that provides online, downloadable library programming content focusing on Texas Authors and Illustrators
- In 2009, I co-created the Texas Library Association's Maverick Graphic Novels Reading List
- Additionally, I annually
 - plan school library program to meet identified needs
 - assist in preparation of bibliographies and curriculum guides
 - manage acquisitions, processing, organizing, distribution, maintenance, and inventory of resources
 - coordinate development and maintenance of community resource file
 - create a library/media center environment that is conducive to learning and appropriate to the maturity level and interests of students
 - use appropriate and effective techniques to encourage community and parent involvement

Student Management

- Carry out discipline in accordance with board policies and administrative regulations
- Target college, career, and military readiness resources for a traditionally underserved student population
- Interact with students to promote positive attitudes toward the school library

Communication

- Maintain a positive and effective relationship with supervisors
- Communicate effectively with colleagues, students, and parents

PROFESSIONAL AFFILIATIONS/ACTIVITIES/HONORS

- | | |
|---|--------------|
| ● American Library Association | 2010-present |
| ● American Association of School Librarians | 2010-present |
| ● Texas Association of School Librarians | 1995-present |
| ● Texas Library Association | 1995-present |
| ● Texas Computer Education Association | 2010-present |
| ● International Society for Technology in Education | 2016-present |
| ● Association for Educational Communications and Technology | 2018-present |
| ● Society for Information Technology and Teacher Education | 2019-present |

Curriculum Vitae

Professional Licensure and Certifications

Elementary Self-Contained Teacher (Grades 1-8)
School Librarian (EC-12)

Honors and Awards

Elected City of Weslaco, Public Library Board President, 2022

First Recipient of the Weslaco ISD A+ Employee Award, October 2021

Branding Iron Award for Reading Advocacy, 2020. Awarded by the Texas Library Association.

Sam Houston State University, SAMMY Award: Doctoral Student Leader of the Year College of Education, 2020. Awarded by the University.

College of Education, Sam Houston State University, Bonnie K. Thorne Service to Libraries in the State of Texas Award, 2014. Awarded by the College.

Tall Texans, Texas School Libraries Leadership and Management Award, 2013. Awarded by the Texas Library Association.

Top High School Library Media Specialist Award, 2013. Awarded by Texas Computer Educators Association.

Top High School Library Media Specialist Award, 2011. Awarded by Texas Computer Educators Association.

Areas of Specialization and Competence

Educator Preparation
School Librarian Preparation
Educational/Instructional Technology
Online Education
Professional Development

Academic Positions

Sam Houston State University - Supervising Librarian	
Mentor/Supervising Graduate School Librarians Interns	2008-present

Public Education Positions

School Librarian, Weslaco ISD, Weslaco, Texas, 1993-present.

Teacher, University of Wyoming, College of Education Preparatory Academy,
Laramie, Wyoming, Texas, 1991-1993.

Select Funded External Grants

- Dyer, R. (2021). ESSER WISD Libraries Learning Commons Renovation. Writer, recipient, and program coordinator. \$3 million
- Dyer, R. (2021). T-Mobile 10 Million Project. T-Mobile Corporation. Writer, recipient, and program coordinator. \$20 million
- Dyer, R. (2020). Sprint/T-Mobile Coronavirus Coverage Project. Writer, recipient, and program coordinator. \$350,000
- Dyer, R. (2020) First Books Coronavirus Student Home Libraries Project. First Books Organization.
- Dyer, R. (2019). Dollar General Grant Program. Bridging the Access Gap. Writer, recipient, and program coordinator. \$4,000
- Dyer, R. (2018). Sprint 1Million Project. Sprint Corporation. Writer, recipient, and program coordinator. \$5 million

Professional Publications

Refereed

- Dyer, R., Fennelly-Atkinson, R. (2021). Chapter 8: Assessing the Learning in Microlearning. In R. Corbeil & M. Corbeil (Eds.), *Microlearning in the Digital Age: The Design and Delivery of Learning in Snippets*. Routledge, Taylor & Francis Group.
- Fennelly-Atkinson, R., Dyer, R., & Laprairie, K. (2019). It's a small world, after all: Decreasing the distance one tweet, snap, & post at a time. In M. R. Simonson & D. J. Seepersaud (Eds.), *42nd Annual AECT Proceedings* (pp. 57–68). Association for Educational Communications & Technology.
- Brock, R. (2019). Young adult literature in action: A librarian's guide, 3rd edition (Library and information science text series). *Libraries Unlimited*. pp. 141-143. (1001 words).
- Elkins, A. J., Nevares, M., Dyer, R., Bryan, L. (2018). School librarianship: A profession in four acts. *Knowledge Quest* 47(2). pp. 48-52. (1,023 words).

Professional Presentations

National/International

- Fennelly, R., Dyer, R., LaPrairie, K. (2020, April). Decreasing the Distance (in Distance Education) One Tweet, Snap, & Post at a Time. Society for Information Technology & Teacher Education Conference, Panel. New Orleans, LA. (Tier 1)
- Fennelly, R., Dyer, R., LaPrairie, K. (2019, October). It's a Small World: Decreasing the Distance One Tweet, Snap, & Post at a Time. *Association for Educational Communications and Technology* Conference, Distance Learning Panel. Las Vegas, NV. (Tier 1)
- Dyer, R. Colunga, H. (2017, June). Campus Tech Committees: Agents of Change. *International Society for Technology in Education*. San Antonio, TX. (Tier 1)

Dyer, R., Colunga, H. (2017, February). GAFE in an At-Risk High School. *Texas Computer Educators Association*. Austin, TX. (Tier 2)

Dyer, R. Colunga, H. (2017, February). Campus Technology Committees: Agents of Change. *Texas Computer Educators Association. Poster Presentation*. Austin, TX. (Tier 2)

State

Dyer, R. (2018, February). Student Geek Squads: Start One on your Campus. *Texas Computer Educators Association, Poster Presentation*. San Antonio, TX. (Tier 2)

Dyer, R., Colunga, H. (2017, February). GAFE in an At-Risk High School. *Texas Computer Educators Association*. Austin, TX. (Tier 2)

Dyer, R. Colunga, H. (2017, February). Campus Technology Committees: Agents of Change. *Texas Computer Educators Association. Poster Presentation*. Austin, TX. (Tier 2)

Dyer, R. (2016, April). Conversations with 2016 Caldecott Award Winner Sophie Blackall. *Texas Library Association 2016 Annual Conference*, Houston, TX. (Tier 2)

Dyer, R. (2016, April). Crowdsourced Funding: The New Bake Sales for Libraries. *Texas Library Association 2016 Annual Conference*, Houston, TX. (Tier 2)

Dyer, R. (2016, April). The Internet of Everything -Wearable Technology and your Library. *Texas Library Association 2016 Annual Conference*, Houston, TX. (Tier 2)

Dyer, R. (2015, April). Elementary, Middle, and High School Students have a thing or two to teach you about social media. *Texas Library Association 2015 Annual Conference*, Austin, TX. (Tier 2)

Dyer, R. (2015, April). Social Media: Emerging Trends. *Texas Library Association 2015 Annual Conference*, Austin, TX. (Tier 2)

Regional

Dyer, R. (2018, June). *Secondary Librarian's Toolbox*. Region One ESC, Edinburg, TX.

Dyer, R. (2017, November). *Student Geek Squads: Start On on Your Campus Today*. Region One ESC, Edinburg, TX.

Dyer, R. (2015, October). Social Media: Emerging Trends. *Texas Library Association, Region Three Fall Meeting, The Austin Art Institute, Austin. TX.*

Local

Dyer, R. (2019, May). *Innovative Technology Microbadging Virtual and Blended Learning Course*. Weslaco Independent School District, Weslaco, TX.

Dyer, R. (2018, June). *AASL Standards implementation in your school library*. Weslaco Independent School District, Weslaco, TX.

- Dyer, R. (2018, June). *Making your school library Future Ready*. Weslaco Independent School District, Weslaco, TX.
- Dyer, R. (2018, January). *Google Certified Teacher Level 2 Training*. Weslaco Independent School District, Weslaco, TX.
- Dyer, R. (2017, October). *Google Certified Teacher Level 1 Training*. Weslaco Independent School District, Weslaco, TX.
- Dyer, R. (2017, August). *Is Your Online Presence Up to Date? Teacher Webpage Management*. Weslaco Independent School District, Weslaco, TX.
- Dyer, R. (2017, March). *3D Printing to Create Connections to Classroom Content*. Weslaco Independent School District, Weslaco, TX.
- Dyer, R. (2017, January). *Future Ready Schools- Examining your campus' implementation of instructional technology*. Weslaco Independent School District, Weslaco, TX.

Service

Texas Education Agency

Texas Education Agency, School Library Standards Rewriting Committee (Appointed position)	2017-2016
Texas Education Association, School Librarian Certification Exam, Questions Writer (Appointed position)	2016

Community Service

City of Weslaco, Board President Public Library Systems	2022- Current
Anytime, Anywhere Digital Books on Buses Project Coordinator (Volunteer position)	2019-2020
Texas Institute of Letters, Best Young Adult Book Committee Chair (Appointed position)	2019-2020
Texas Institute of Letters, Best Young Adult Book Committee Chair (Appointed position)	2018-2019
Texas Library Association, Texas Association of School Librarians, Webmaster (Appointed position)	2016-2019
Texas Library Association, Texas Association of School Librarians, Chair/ President (Elected position)	2015-2016
Texas Library Association, Social Media Manager (Appointed position)	2014-2015
Texas Library Association, Conference Planner (Appointed position)	2014-2015
Texas Library Association, Texas Association of School Librarians, Young Adult Round Table Chair (Elected position)	2013-2014
Texas Library Association, Texas Association of School Librarians, Tayshas High School Reading List, Chair (Elected position)	2011-2013
Texas Library Association, Texas Association of School Librarians, Tayshas High School Reading List Committee (Elected position)	2009-2011

RESOLUTION NO. 2024-57

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING A MEMBER
TO THE MAYOR JOE V SANCHEZ PUBLIC LIBRARY ADVISORY BOARD**

WHEREAS, the City of Weslaco has established the Library Board pursuant to Section 17-17 of the Weslaco Municipal Code Book; and

WHEREAS, the terms of the members of this board are for two years and will not exceed six-years in accordance with Ordinance 2022-19.

WHEREAS, Library Board members shall serve without compensation.

WHEREAS, an appointment is necessary for a term set to expire.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following is appointed to serve on the Mayor Joe V Sanchez Public Library Advisory Board.

Name

Term Expires

06/18/2026

PASSED AND APPROVED on this 18th day of June 2024.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-603	
From:			
Subject: Discussion and consideration regarding procurement and continuation of the contract for consultant with Jonas Gonzalez and status of deliverables related to the same. Possible action. (This item was tabled on June 4, 2024; requested by Commissioner Kerr and Lopez.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: As recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: South Texas Brightwater Solutions, LLC - Jonas A. Gonzalez, Consultant, 2024-04 - Jonas A. Gonzalez dba South Texas Brightwater Solutions, LLC re oversee operations for improvements of Public Works to include water_wastew			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: May 31, 2024
To: Mayor Adrian Gonzalez and City Commission
From: Martin Garza, City Manager
Subject: South Texas Brightwater Solutions, LLC

The information below on Jonas A. Gonzalez, South Texas Brightwater Solutions, LLC was included in the Friday Memo on May 05, 2024.

A consulting agreement for \$2,050.00 a month was approved for South Texas Brightwater Solutions, LLC for 3 months. The work performed would be to oversee the operation, management, and improvements of water and wastewater infrastructure for the City of Weslaco. The consultant, Jonas A. Gonzalez, will provide recommendations on the operation, maintenance, construction, and improvements of infrastructure at our plants, water distribution, and sewer collection system. As you know, we have been dealing with different issues regarding parts, pumps, and other equipment that was not replaced to specs for different reasons. Mr. Gonzalez would be making sure that the work performed by staff or contractors on our facilities are being performed to standard and in compliance to any contracts. The consulting contract was reviewed and approved by Attorney Juan Gonzalez. A positive legal opinion was provided by Mr. Gonzalez for this professional service. The consultant will be assisting our Engineering Department.

STATE OF TEXAS

§

CITY OF WESLACO

§

§

CONSULTING AGREEMENT



This agreement is entered into between the City of Weslaco, Texas, a municipal corporation, hereinafter referred to as CITY, and South Texas Brightwater Solutions LLC, an independent consultant, hereinafter referred to as CONSULTANT, for the purpose of providing services which the City Council finds serves a public purpose and the public welfare of its citizens and infrastructure.

1. SCOPE OF SERVICES

CONSULTANT will provide the following consulting services relating to the Public Works Department:

1. Professional consulting services to oversee the operation, management, and improvement of water and wastewater infrastructure for the City of Weslaco.
2. Provide recommendations as needed to the mayor and his or her designee on the operation, maintenance, construction, or improvement of all infrastructure involving the Water Treatment Plant, Wastewater Treatment Plant(s), Water Distribution, and Sewer Collections system for the City of Weslaco.

CONSULTANT shall comply with applicable provisions of Texas statutes, the Municipal Charter, Ordinances, and policies.

2. TERM

The term for this agreement begins on May 1, 2024, and ends on July 31, 2024. This agreement may be extended for a similar term by mutual consent. This agreement may be terminated as per Section 9.

3. COMPENSATION

For the services described in Section 1: Scope of Services, CONSULTANT'S compensation shall be a TOTAL NOT TO EXCEED AMOUNT OF \$2,050.

CONSULTANT will bill in regular monthly invoices, payable as per the CITY'S Purchasing policy. CONSULTANT will send all invoices to: Mayor ADRIAN GONZALEZ, Weslaco City Hall; 255 South Kansas Avenue; Weslaco, Texas 78596.

CONSULTANT shall comply with applicable provisions in the CITY'S Purchasing policy.

The CITY may at its sole discretion reimburse any miscellaneous expenses related to the services.

No travel and training expenses to CITY are included in this agreement. This agreement is subject to appropriation of public funds.

4. AGENCY & INDEMNIFICATION

Neither CITY nor any employee thereof is an agent of CONSULTANT and neither CONSULTANT nor any of its agents thereof is an agent of the CITY.

This agreement does not and shall not be construed to entitle either party or any respective employees and/or agents, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

5. ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this agreement without the prior written consent of the other party.

6. THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this agreement may bring a cause of action pursuant to this agreement as a third-party beneficiary. This agreement may not be interpreted to waive sovereign immunity to the extent permitted by Texas law.

7. RECORDS FOR AUDIT AND PUBLIC INSPECTION

CONSULTANT'S records for this Project are subject to audit by the CITY.

CONSULTANT'S records for this Scope of Services are subject to disclosure under terms of the Texas Public Information Act.

8. ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and superseded all prior representations. This agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties. This agreement shall be governed by the laws of the State of Texas and venue for any action under this agreement shall be in the district courts of Hidalgo County, Texas.

9. TERMINATION

This Agreement may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this agreement, shall be deemed given when mailed by United States certified mail, return receipt (CMRR), addressed as follows:

CITY:

Mayor Adrian Gonzalez
City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596

CONSULTANT:

South Texas Brightwater Solutions LLC
3612 S. H Street
McAllen, TX 78503

10. SAVINGS CLAUSE

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

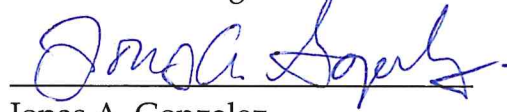
11. CONFIDENTIALITY

In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which the City or its employees, independent contractor or elected officials may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate City personnel or their designee.

APPROVED on this day the 1st day of May 2024, by The City of Weslaco.

CONSULTANT

South Texas Brightwater Solutions LLC



Jonas A. Gonzalez

CITY OF WESLACO



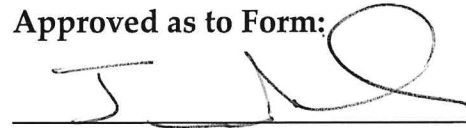
Adrian Gonzalez, **Mayor**

Attested by:



Norma A. Cantu, **City Secretary**

Approved as to Form:



Juan E. Gonzalez, **City Attorney**



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-562	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of South Texas Providential Development, LLC. on Ordinance 2024-17 to rezone 2823 S Bridge Ave., also being 11.327-acre tract of land out of Farm Tract 758, West and Adams Tract Subdivision Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-17. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District. Two (2) property owners within 200 feet of the applicant's property were notified by letter on May 24, 2024.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on May 15, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of June 5, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval based on Final Plat approval submitted prior to the rezone request.			
Attachments, if any: Rezone-2823 s bridge Memo, 2823 S BRIDGE AVE- Application, Notice and Radius Map, 2823 s Bridge - Aerial, O2024-17 rezone- 2823 S. Bridge			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 2823 S Bridge Ave.

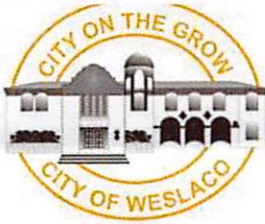
DATE: June 6, 2024

The proposed use of the property will be for apartment type use. The developer had submitted the subdivision for review in November of 2023 prior to the moratorium. The final plat was approved in March by the City Commission as an apartment development and was annexed into the City in May of 2024. Staff has not received any petitions for or against the rezone request.

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

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

RZNE-000602-2024

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

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

FILE NO.



PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 11.327 ACRES OF LAND OUT OF Block FARM TRACT 758

Subdivision Name THE WEST AND ADAMS TRACTS Recorded in VOL. 2, PG 34-37, M.R.H.C., TEXAS

Street Address 2823 S. Bridge Ave

Existing Zoning R1 Single Family Existing Land Use Agricultural

Proposed Zoning R2 Multi-Family Proposed Land Use Multi-Family

 \$305.00 non-refundable filing fee.

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

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

 City and school tax receipts attached.

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

APPLICANT

Name South Texas Providential Development, LLC Phone (956) 784-9874

Address 1108 Houston Way Fax:

City San Juan State TX Zip Code 78589 E-Mail: marc@ursa-holdings.com

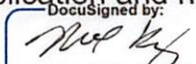
OWNER

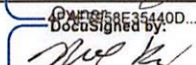
Name South Texas Providential Development, LLC Phone (956) 784-9874

Address 1108 Houston Way Fax:

City San Juan State TX Zip Code 78589 E-Mail: marc@ursa-holdings.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 2/8/2024

Signature  Date 2/8/2024

Signature Date

Authorized Agent



1 in = 267 ft

11534E165488N



Legend

- 200FT_BUFFER
- PROPERTY_LINE

**South Texas Providential
Development, LLC
2823 S Bridge Ave
West and Adams**

Purpose for the Rezone Request

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



City of Weslaco Code Enforcement Dept.

FEB 20, 2024

AVALOS JOSE ADOLFO&TEODORA
2802 S BRIDGE AVE

WESLACO TX 78596-8164

W3800-00-754-0000-32
WEST TRACT AN IRR TR S264'-E269.
42' FT 754 0.97AC NET

L: 42553
B: 54544

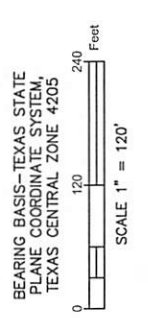
O'BRIEN CYNTHIA

23 PARK AVE #2C
NEW YORK NY 10016

W3800-00-757-0000-00
WEST TRACT 24.45AC OF FT 757 23.75AC

L: 380000
B: 0

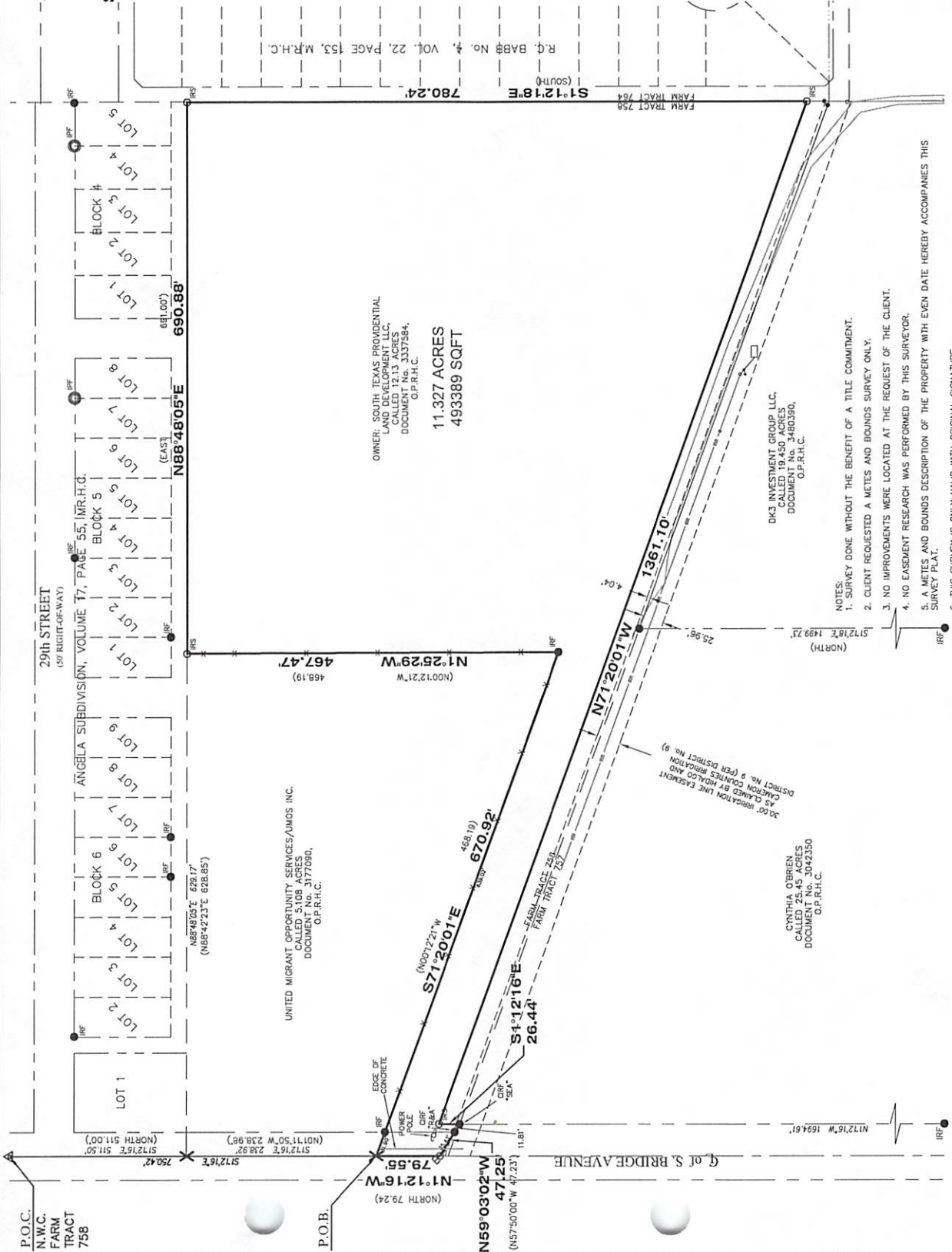
EXHIBIT B
 BEING 11.327 ACRES OF LAND OUT
 OF FARM TRACT 758, THE WEST AND
 ADAMS TRACTS, RECORDED IN
 VOLUME 2, PAGES 34-37, MAP
 RECORDS HIDALGO COUNTY, TEXAS,
 SAME BEING OUT OF A CALLED 12.13
 ACRE TRACT DESCRIBED IN A
 GENERAL WARRANTY DEED,
 CONVEYED TO SOUTH TEXAS
 PROVINCIAL LAND DEVELOPMENT
 LLC., DATE APRIL 28, 2022,
 RECORDED IN DOCUMENT NO.
 3337584, OFFICIAL PUBLIC RECORDS
 HIDALGO COUNTY, TEXAS



- LEGEND**
- 1/2" IRON ROD FOUND "GRF" "IRF"
 - 1/2" IRON ROD SET W/PINK CAP "IRS"
 - ⊗ MAG NAIL FOUND "MNS"
 - ⊗ IRON PIPE FOUND "IPF"
 - ⊗ X CUT FOUND "XF"
 - ▲ CALCULATED POINT "CALC"
- S.E.C. - SOUTHEAST CORNER
 S.W.C. - SOUTHWEST CORNER
 N.E.C. - NORTHEAST CORNER
 (S0°00'00"W 0.0') - RECORD BEARING & DISTANCE



Manuel Carrizales
MANUEL CARRIZALES
 R.P.L.S. #6388
 DATE 12-5-2023
 JOB No. 23-212



OWNER, SOUTH TEXAS PROVINCIAL
 LAND DEVELOPMENT LLC,
 CALLED 12.13 ACRES
 DOCUMENT No. 3337584,
 O.P.R.H.C.
11.327 ACRES
493389 SQFT

DK3 INVESTMENT GROUP LLC,
 CALLED 19.450 ACRES
 DOCUMENT No. 3480390,
 O.P.R.H.C.

CYNTHIA O'BRIEN
 CALLED 25.45 ACRES
 DOCUMENT No. 3042350
 O.P.R.H.C.

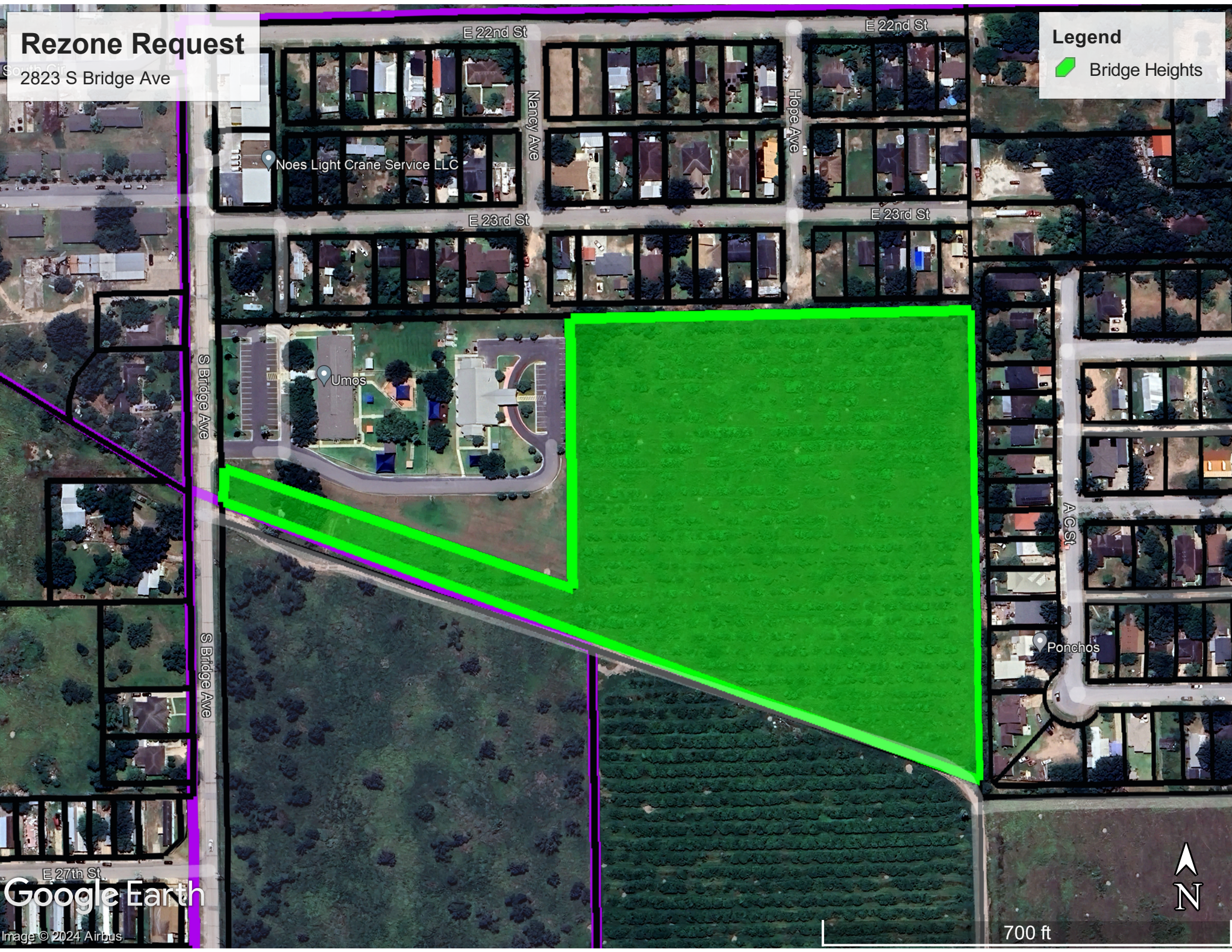
- NOTES:**
1. SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 2. CLIENT REQUESTED A METES AND BOUNDS SURVEY ONLY.
 3. NO IMPROVEMENTS WERE LOCATED AT THE REQUEST OF THE CLIENT.
 4. NO EASEMENT RESEARCH WAS PERFORMED BY THIS SURVEYOR.
 5. A METES AND BOUNDS DESCRIPTION OF THE PROPERTY WITH EVEN DATE HEREBY ACCOMPANIES THIS SURVEY PLAT.
 6. THIS SURVEY IS ONLY VALID WITH ORIGINAL SIGNATURE
 7. FLOOD INSURANCE RATE MAP (FIRM), ZONE "B" (LIGHTLY SHADED), FIRM MAP No. 4803340525B, EFFECTIVE DATE: JANUARY 2, 1981.

Rezone Request

2823 S Bridge Ave

Legend

 Bridge Heights



ORDINANCE NO. 2024-17

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 2823 S BRIDGE AVE., ALSO BEING 11.327-ACRE TRACT OF LAND OUT OF FARM TRACT 758, WEST AND ADAMS TRACT SUBDIVISION, WESLACO HIDALGO COUNTY, R-1 ONE FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT ZONING DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One Family Dwelling District to R-2 Duplex and Apartment District located at 2823 S Bridge Ave., also being 11.327-acre tract of land out of Farm Tract 758, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of June 2024.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2024.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-563	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Brandon Brown on Ordinance 2024-18 to rezone 3208 N Westgate Dr., also being Lot 1, Jeshua Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-18. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-Family Dwelling District to B-1 Neighborhood Business District. Thirteen (13) property owners within 200 feet of the applicant's property were notified by letter on May 24, 2024.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on May 15, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of June 5, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Rezone-3208 N Westgate- Memo, 3208 n westgate dr-Application, Notice and Radius Map, 3208 N Westgate_Aerial, O2024-18 rezone 3208 N Westgate			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 3208 N Westgate Dr

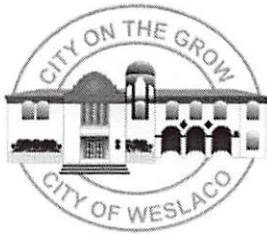
DATE: June 6, 2024

The proposed use of the property will be for commercial office. The owner has already contacted building for information on converting the existing home to office use. The property is located along Westgate and the property to the north is commercial areas. Staff has not received any petitions for or against the rezone request.

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

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

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

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

FILE NO. _____

RZNE-000607-2024



PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 1 Block _____

Subdivision Name Jeshua Subdivision

Street Address 3208 N Westgate Dr, Weslaco, TX 78599

Existing Zoning R-1 Existing Land Use Residential

Proposed Zoning B-1 Proposed Land Use Commercial

_____ \$305.00 non-refundable filing fee.

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

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

_____ City and school tax receipts attached.

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

APPLICANT

Name Brandon Brown Phone (713) 969-7776

Address 5425 Magnolia Pkwy Fax: _____

City Pearland State TX Zip Code 77584 E-Mail: Brownrdz85@gmail.com

OWNER

Name Brandon Brown Phone (713) 969-7776

Address 5425 Magnolia Pkwy Fax: _____

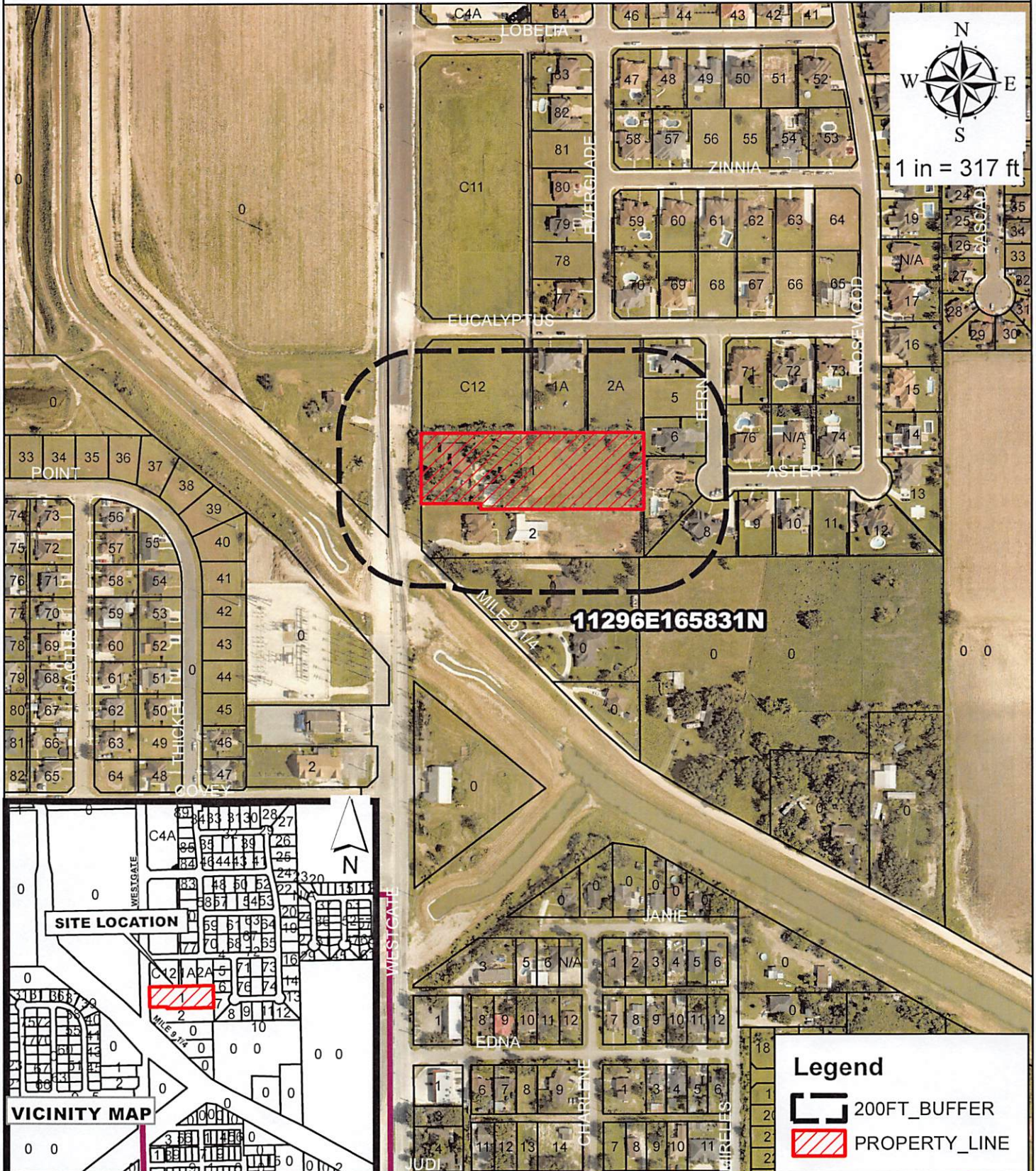
City Pearland State TX Zip Code 77584 E-Mail: Brownrdz85@gmail.com

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 [Signature] Date 03/01/2024
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent



Brandon Brown
3208 N Westgate
Jeshua Subdivision

Purpose for the Rezone Request

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



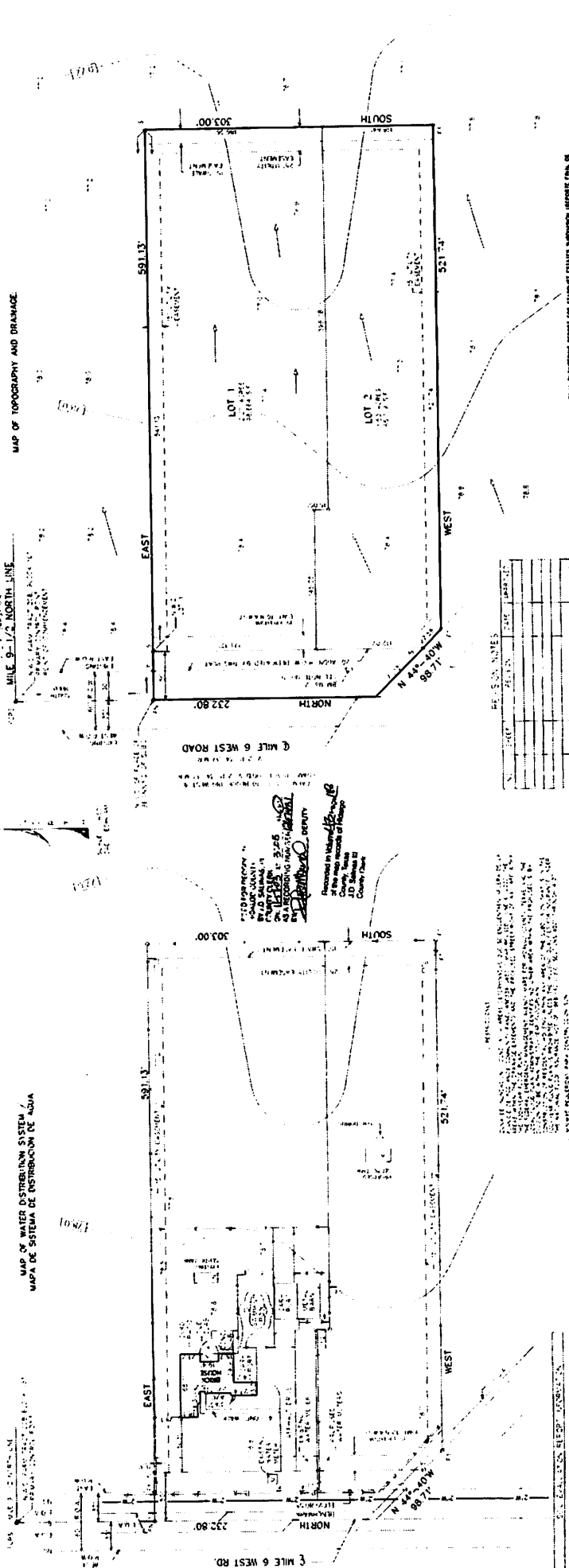
MAR 6, 2024

MARTINEZ SALVADOR & JOSEFA 3301 FERN DR WESLACO TX 78599	C8354-00-000-0004-00 COTTON ESTATES CENTRAL LOT 4 0 FERN DR	L: 55144 B: 260936
VALDEZ ANIBAL JR 624 YUCCA ST IMPERIAL CA 92251	C8354-00-000-0005-00 COTTON ESTATES CENTRAL LOT 5 0 FERN DR	L: 55582 B: 0
MONTALVO RAMON III TRUSTEE RAMON MONTALVO LVN TRUST PO BOX 2 WESLACO TX 78599	C8354-00-000-0006-00 COTTON ESTATES CENTRAL LOT 6 3205 FERN DR	L: 55582 B: 252545
FLORES MIGUEL C & TOMASA 3201 FERN DR WESLACO TX 78599	C8354-00-000-0007-00 COTTON ESTATES CENTRAL LOT 7 3201 FERN DR	L: 91286 B: 391570
VALDEZ PEDRO & ELVIA TRUSTEES 1413 ASTER DR WESLACO TX 78599	C8354-00-000-0008-00 COTTON ESTATES CENTRAL LOT 8 1413	L: 90795 B: 234205
MEDRANO DEBORAH & MARIO A 1410 ASTER DR WESLACO TX 78599	C8354-00-000-0076-00 COTTON ESTATES CENTRAL LOT 76 0 ASTER LN	L: 68203 B: 350597
AGADIR PROPERTIES LLC 100 N MAYBERRY ST MISSION TX 78572	C8354-00-000-0C12-00 COTTON ESTATES CENTRAL LOT C12 3220 N WESTGATE DR	L: 206378 B: 0
RODRIGUEZ JUVENTINO 3200 N WESGATE DR WESLACO, TX 78599	J5110-00-000-0002-00 JESHUA LOT 2 0	L: 65340 B: 0
LOPEZ LINDA D TRUSTEE REVOCABLE TRUST 2011 PARK AVE SAINT LOUIS MO 63104-2538	W3800-00-207-0000-00 WEST TRACT FT 207 23.15AC GR 20 .83AC NET	L: 6000 B: 13080
SEILS EDWARD E & JANE F 1418 W MILE 9 1/4 N WESLACO TX 78599-4956	W3800-00-208-0000-00 WEST TRACT 0.97AC-S7.97AC-S14.97 AC FT 208 0.97 AC NET	L: 11640 B: 54728
GARCIA RICARDO JR & MARIA D PO BOX 1875 WESLACO TX 78599-1875	W3800-00-208-0000-02 WEST TRACT N1.50AC-W3AC-S14.97AC FT 208 1.50AC NET	L: 48600 B: 79779
GONZALEZ RENE & IRMA A 1515 EUCALYPTUS ST WESLACO TX 78599	C8354-00-000-001A-00 COTTON ESTATES CENTRAL LOT 1A 1515 EUCALYPTUS LN	L: 119227 B: 290638

MAR 6, 2024

ACSS PROPERTIES LLC	C8354-00-000-002A-00	L: 119227
4009 EVERGLADE DR	COTTON ESTATES CENTRAL LOT 2A	B: 0
WESLACO TX 78599	0	

MAP OF TOPOGRAPHY AND DRAINAGE

[illegible]

FILE CHARGED FOR NOT TAKING EXISTING SUBMISSION (REPORT FILE, DE
 NOT TAKEN) - 100% - 100%
 POSITION OF ADJ. DISPOSITION: STATUS / FECHA DE MOD.

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-14-2010 BY 60322 UCBAW/STP/STP

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'JESHUA SUBDIVISION'

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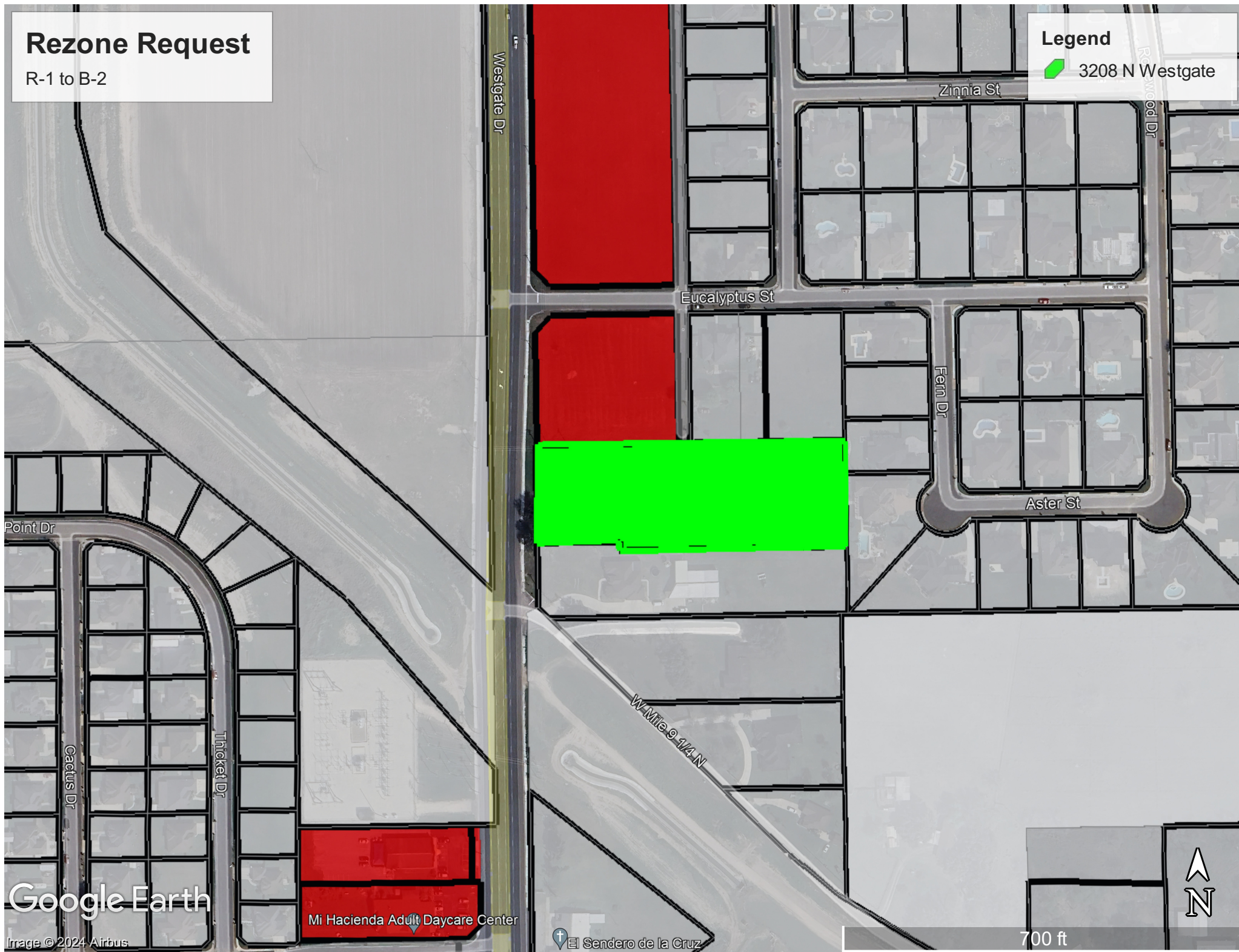
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Rezone Request

R-1 to B-2

Legend

 3208 N Westgate



Google Earth

Image © 2024 Airbus

Mi Hacienda Adult Daycare Center

 El Sendero de la Cruz

700 ft



ORDINANCE NO. 2024-18

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 3208 N WESTGATE DR., ALSO BEING LOT 1, JESHUA SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-1 Neighborhood Business District BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One Family Dwelling District to B-2 Secondary Highway Business District located 3208 N Westgate Dr., also being Lot 1, Jeshua Subdivision, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of June 2024.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2024.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-564	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Raymundo Chirinos to approve a Conditional Use Permit to operate an event center at 405 S Missouri, also being Lot E35' of 23 & 24, Block 34, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to operate an Event Center. Thirty-two (32) property owners within 200 feet of the applicant's property were notified by letter on May 24, 2024.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on May 15, 2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of June 5, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: CUP- 405 s missouri - Memo, 405 s missouri- Applicaiton, Notice, Radius Map, 405 S Missouri			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: CUP- 405 S Missouri

DATE: June 6, 2024

The applicant is proposing to obtain a permit for a small event center. The applicant has already gone through the permitting process and is working on addressing on staff's comments. The site will host small kids' events. Staff has not received any petitions for against this item from the surrounding property owners.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR CONDITIONAL USE PERMIT



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

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

FILE NO. USE-000631-2024

PROPOSED PROJECT

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

Lot 22 Block 34

Subdivision Name _____

Street Address 405 S. Missouri Weslaco, Tx 78596

Existing Zoning Original Townsite Existing Land Use _____

Purpose for the Conditional Use Permit Request event center

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

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

APPLICANT

Name Raymundo Chirinos Phone (956) 650-8335

Address 27765 White Ranch Rd Fax: _____

City La Feria State Tx Zip Code 78559 E-Mail: raydanchirinos@gmail.com

OWNER

Name Arnoldo Olivares Phone (956) 638-3356

Address 513 Orchard Ct Fax: _____

City Weslaco State Tx Zip Code 78596 E-Mail: olivarprop@gmail.com

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

Yes _____

No ✓

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

Signature Amadeo Olivan
Owner

Date 4-10-2024

Signature Puebror
Applicant

Date 4-10-2024

Signature _____
Authorized Agent

Date _____

STAFF USE ONLY

Accepted By _____

Notice of Public Hearing Set
200' of Proposed Site

P & Z Notice of Public Hearing

City Commission Notice of
in Newspaper

Presented to P & Z Commission
Approved _____ Disapproved _____

Presented to City Commission
Approved _____ Disapproved _____

CITY OF WESLACO

956-968-3181

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

REC#: 03167319 5/01/2024 3:12 PM

OPER: SS TERM: 040

REF#: Hearing Published

PAID BY:

TRAN: 800.0000 ENERGOV PAYMENT

INV-00018583 305.00CR

CHIRINOS, RAYMUNDO

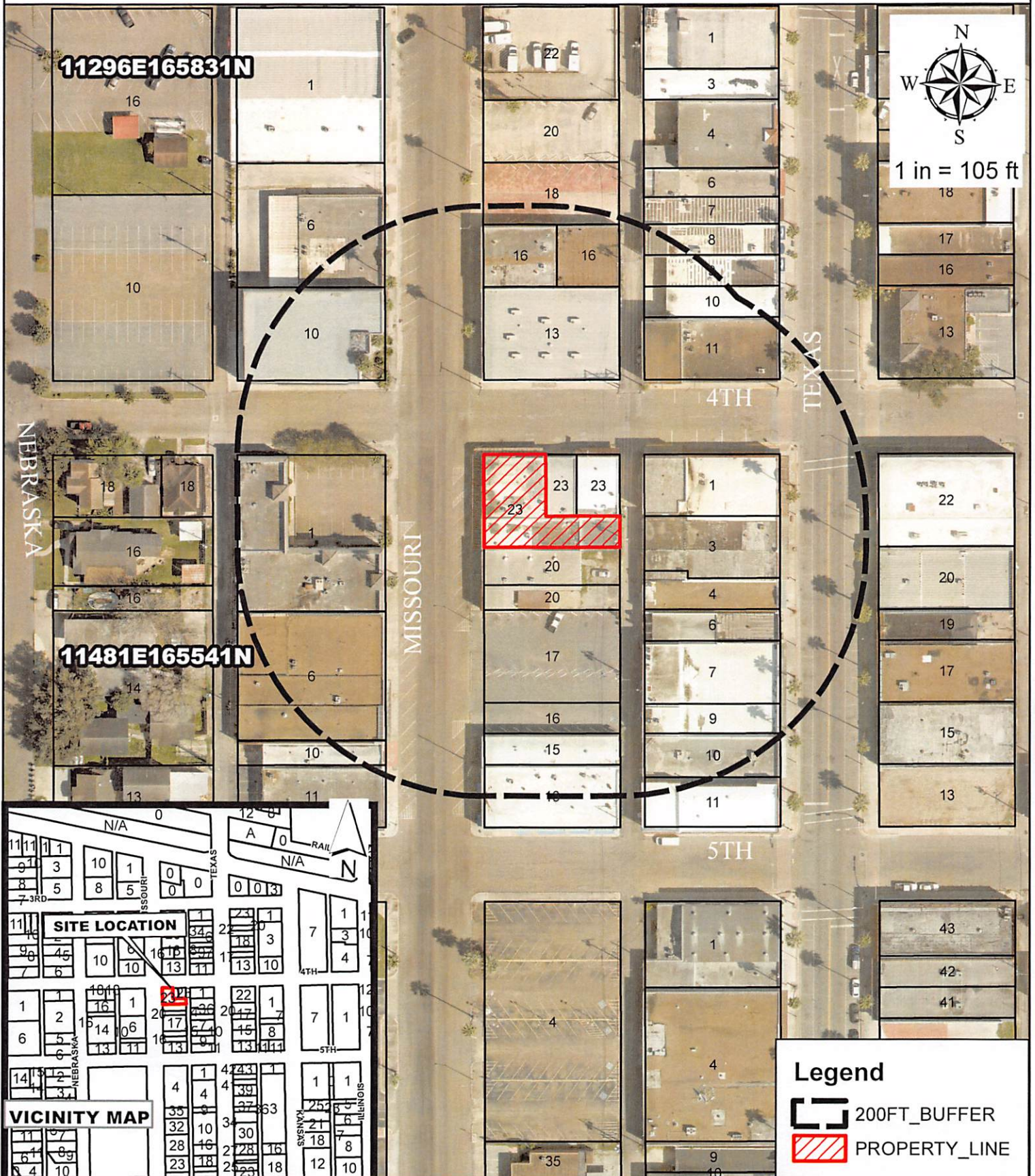
CAINVOICEFEE 300.00CR

CAINVOICEFEE 5.00CR

TENDERED: 350.00 CASH

APPLIED: 305.00-

CHANGE: 45.00



Raymundo Chirinos

405 S Missouri

Weslaco Original Townsite

Purpose for the Conditional Use Request

Existing zoning:

Existing land use:

CUP Request:

B-3

Commercial

Event Center



MAY 7, 2024

RIO GRANDE VALLEY CHAMBER OF COMMERCE 322 S MISSOURI AVE WESLACO TX 78596	W2300-00-024-0006-00 WESLACO ORIGINAL TOWNSITE BLK 24 322 S MISSOURI AVE	L: 85625 B: 233973
AGD LP 345 S TEXAS BLVD WESLACO TX 78596	W2300-00-024-0010-00 WESLACO ORIGINAL TOWNSITE BLK 24 324 S MISSOURI AVE	L: 160313 B: 70391
GUTIERREZ MARIE ISABELLE 600 S PEKING ST MCALLEN TX 78501	W2300-00-025-0007-00 WESLACO ORIGINAL TOWNSITE BLK 25 338 S TEXAS BLVD	L: 31928 B: 51451
PENA SANDRA OLIVEIRA 830 VOLZ LN MISSION TX 78572	W2300-00-025-0008-00 WESLACO ORIGINAL TOWNSITE BLK 25 332 S TEXAS BLVD	L: 35475 B: 72168
ADAMS EMILY LEE ATTN: SANDRA OLIVEIRA PENA 830 VOLZ LN MISSION TX 78572	W2300-00-025-0009-00 WESLACO ORIGINAL TOWNSITE BLK 25 336 S TEXAS BLVD	L: 35475 B: 21000
GONZALEZ VICTOR DANIEL 411 MI VIDA ST WESLACO TX 78596	W2300-00-025-0010-00 WESLACO ORIGINAL TOWNSITE BLK 25 338 S TEXAS BLVD	L: 35475 B: 57224
CASA KEVIN WESLACO LLC 120 N 17TH ST MCALLEN TX 78501	W2300-00-025-0011-00 WESLACO ORIGINAL TOWNSITE BLK 25 340 S TEXAS BLVD	L: 55550 B: 291629
AGD LP PO BOX 8097 WESLACO TX 78599	W2300-00-025-0013-00 WESLACO ORIGINAL TOWNSITE LTS 13 317 S MISSOURI AVE	L: 64350 B: 344352
AGD LP PO BOX 8097 WESLACO TX 78599	W2300-00-025-0016-00 WESLACO ORIGINAL TOWNSITE W 311 S MISSOURI AVE	L: 34213 B: 68800
AGD LP PO BOX 8097 WESLACO TX 78599	W2300-00-025-0016-01 WESLACO ORIGINAL TOWNSITE E 311 S MISSOURI AVE	L: 29038 B: 98698
AGD LP PO BOX 8097 WESLACO TX 78599	W2300-00-025-0018-00 WESLACO ORIGINAL TOWNSITE LT 18 & 	L: 42900 B: 16486
OLIVARES ARNOLDO JR ANGELICA M CARDOZA 513 ORCHARD COURT WESLACO TX 78596	W2300-00-034-0001-00 WESLACO ORIGINAL TOWNSITE BLK 34 402 S TEXAS BLVD	L: 55550 B: 167450

City of Weslaco Code Enforcement Dept.

MAY 7, 2024

HILL DENNISS I 310 N 12TH ST DONNA TX 78537	W2300-00-034-0004-00 WESLACO ORIGINAL TOWNSITE LT 4 L ESS W 35'-S 6" BLK 34 408 TEXAS	L: 19800 B: 120878
MERCADO WESLACO LLC 418 S TEXAS NO A WESLACO TX 78596	W2300-00-034-0004-01 WESLACO ORIGINAL TOWNSITE LOT 5 BLK 34 418 S TEXAS BLVD	L: 35707 B: 71418
GONZALEZ SONIA LETICIA 905 BOYCE ST DONNA TX 78537	W2300-00-034-0006-00 WESLACO ORIGINAL TOWNSITE BLK 34 418 S TEXAS BLVD	L: 35475 B: 76214
NEXTGEN INVESTMENTS LLC 1536 S CAGE BLVD SUITE 7 PHARR TX 78577	W2300-00-034-0007-00 WESLACO ORIGINAL TOWNSITE BLK 34 9 412 S TEXAS BLVD	L: 56661 B: 187679
NEXTGEN INVESTMENTS LLC 1536 S CAGE BLVD SUITE 7 PHARR TX 78577	W2300-00-034-0009-00 WESLACO ORIGINAL TOWNSITE BLK 34 412 S TEXAS BLVD	L: 34056 B: 98841
GUERRA ALFREDO JR 3514 N MILE 5 1/2 W WESLACO TX 78599	W2300-00-034-0010-00 WESLACO ORIGINAL TOWNSITE BLK 34 420 S TEXAS BLVD	L: 38885 B: 73269
RUDY'S PLAZA & PROPERTIES LLC 1201 VALLEY VIEW DR WESLACO TX 78596	W2300-00-034-0011-00 WESLACO ORIGINAL TOWNSITE BLK 34 116 W 5TH ST	L: 44440 B: 173122
AFFORDABLE HOMES OF SOUTH 1420 ERIE AVE MCALLEN TX 78501	W2300-00-034-0013-00 WESLACO ORIGINAL TOWNSITE BLK 34 134 W 5TH ST	L: 42900 B: 111703
NEXTGEN INVESTMENTS LLC 1536 S CAGE BLVD SUITE 7 PHARR TX 78577	W2300-00-034-0015-00 WESLACO ORIGINAL TOWNSITE BLK 34 443 S MISSOURI AVE	L: 31625 B: 33615
NEXTGEN INVESTMENTS LLC 1536 S CAGE BLVD SUITE 7 PHARR TX 78577	W2300-00-034-0016-00 WESLACO ORIGINAL TOWNSITE BLK 34	L: 31625 B: 3170
NEXTGEN INVESTMENTS LLC 1536 S CAGE BLVD SUITE 7 PHARR TX 78577	W2300-00-034-0017-00 WESLACO ORIGINAL TOWNSITE BLK 34 413 S MISSOURI AVE	L: 54450 B: 9900
WILD AUGUST LLC 260 S TEXAS BLVD STE 400 WESLACO TX 78596	W2300-00-034-0020-00 WESLACO ORIGINAL TOWNSITE S20' LOT 409 S MISSOURI AVE	L: 25300 B: 17161

MAY 7, 2024

WILD AUGUST LLC 260 S TEXAS BLVD STE 400 WESLACO TX 78596	W2300-00-034-0020-01 WESLACO ORIGINAL TOWNSITE N5' LOT BLK 34 407 S MISSOURI AVE	L: 28463 B: 53854
OLIVARES MOJICA ARNOLDO & 513 ORCHARD CT WESLACO TX 78596	W2300-00-034-0023-00 WESLACO ORIGINAL TOWNSITE BLK 34 24 405 S MISSOURI AVE	L: 20125 B: 37692
OLIVARES MOJICA ARNOLDO & 513 ORCHARD CT WESLACO TX 78596	W2300-00-034-0023-01 WESLACO ORIGINAL TOWNSITE BLK 34 L 22 207 W 4TH ST	L: 31494 B: 171714
CUELLAR MARIA H 4826 CHESTNUT VALLEY LANE KATY TX 77493	W2300-00-034-0023-02 WESLACO ORIGINAL TOWNSITE BLK 34 & 24 119 W 4TH ST	L: 14375 B: 18723
AGD LP 345 S TEXAS BLVD WESLACO TX 78596	W2300-00-035-0001-00 WESLACO ORIGINAL TOWNSITE LTS 1-5 414 S MISSOURI AVE	L: 122850 B: 212612
AGD LP A TEXAS LIMITED PO BOX 8097 WESLACO TX 78599	W2300-00-035-0006-00 WESLACO ORIGINAL TOWNSITE S 24'-LT & N5' LOT 10 BLK35 0 MISSOURI	L: 93331 B: 416406
OLIVARES ARNOLDO JR ANGELICA M CARDOZA 513 ORCHARD COURT WESLACO TX 78596	W2300-00-035-0010-00 WESLACO ORIGINAL TOWNSITE BLK 35 0 MISSOURI	L: 28750 B: 59572
GARZA MELINDA D 420 S MISSOURI AVE WESLACO TX 78596	W2300-00-035-0011-00 WESLACO ORIGINAL TOWNSITE BLK 35 405 E 5TH ST	L: 49375 B: 101056

ELECTRICAL SERVICE NOTES

- RECEPTACLES SHALL BE SPACED SO THAT NO POINT ALONG THE FLOOR LINE IS MORE THAN 6'0" FROM THE FLOOR LINE OF ANY RECEPTACLE OVER ANY COUNTER SPACE WIDER THAN 12".
- RECEPTACLES IN BATHROOMS, GARAGES OR KITCHENS SHALL BE PROTECTED BY A GROUND FAULT INTERRUPTION SYSTEM, (G.F.I., W.P.)
- ALL KITCHEN COUNTER OUTLETS TO 44" ABOVE FINISH FLOOR.
- ALL KITCHEN OUTLETS MUST BE NO MORE THAN 48" APART.
- ALL KITCHEN COUNTER OUTLETS WITHIN 6 FEET OF A WATER SOURCE MUST BE G.F.I. OR PER LOCAL CODES.
- SMOKE DETECTORS SHALL BE PLACED NO MORE THAN 12" FROM THE CEILING AND 3'0" FROM DUCT OPENINGS. SMOKE DETECTORS SHALL BE PROTECTED BY A GROUND FAULT INTERRUPTION SYSTEM, (G.F.I., W.P.)
- OUTLET BOXES IN WALL BETWEEN THE DWELING UNITS SHALL BE METAL OR U.L. APPROVED PLASTIC.
- SWITCH PLATES AT 42" AFF. TO CENTER. TYPICAL
- ALL LIGHTING FIXTURES IN CLOSETS SHALL BE LOCATED MINIMUM 18" FROM ALL SHELVES
- TWO OR MORE 20 AMP SMALL APPLIANCE CIRCUITS SHALL BE PROVIDED TO SERVE THE KITCHEN, BREAKFAST, AND OUTLETS. NE. ART 220-3 (C)
- EVERY RISER ROOM AT EVERY BUILDING NEEDS A 120V CABLE CONNECTION. VERIFY RISER ROOM LOCATION IN BUILDING FLOOR PLANS.

ELECTRICAL GROUNDING NOTES

- VERIFY CONDENSER UNIT LOCATION WITH OWNER.
- CONSULT LOCAL UTILITY AND LOCAL CODE FOR PROPER SYSTEM GROUNDING.
- ALL INTERIOR METALLIC WATER PIPING WHICH MAY BECOME ENERGIZED SHALL BE BONDED TOGETHER AND MADE ELECTRICALLY CONTINUOUS A BOND BARE COPPER WIRE (#4) SHALL BE MADE BETWEEN THE ELECTRODE CONDUCTOR AND THE GROUNDING DISCONNECTING MEANS.
- THE INTERIOR METAL COLD WATER PIPING SYSTEM SHALL BE BONDED TO THE SERVICE EQUIPMENT ENCLOSURE. THE GROUNDING CONDUCTOR AT THE SERVICE, THE GROUNDING ELECTRODE, OR TO ONE OR MORE GROUNDING ELECTRODES USED.

FIRE EMERGENCY NOTES

- ALL FIRE ALARMS AND EMERGENCY LIGHTING SHALL BE COMBINATION WITH 90-MINUTE BATTERY PACK BACK-UP.
- SHALL PROVIDE MINIMUM 5 LB. ABC DRY CHEMICAL EXTINGUISHER AT 75' INTERVALS, 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.
- CONTRACTOR MUST VERIFY THAT EACH APARTMENT UNIT SHALL HAVE FIRE ALARM COMPANY SUBMIT PLANS FOR PROPOSED FIRE ALARM.
- FIRE ALARM SYSTEM INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF NFPA 72, NFPA 101, NFPA 102, NFPA 103, NFPA 104, NFPA 105, NFPA 106, NFPA 107, NFPA 108, NFPA 109, NFPA 110, NFPA 111, NFPA 112, NFPA 113, NFPA 114, NFPA 115, NFPA 116, NFPA 117, NFPA 118, NFPA 119, NFPA 120, NFPA 121, NFPA 122, NFPA 123, NFPA 124, NFPA 125, NFPA 126, NFPA 127, NFPA 128, NFPA 129, NFPA 130, NFPA 131, NFPA 132, NFPA 133, NFPA 134, NFPA 135, NFPA 136, NFPA 137, NFPA 138, NFPA 139, NFPA 140, NFPA 141, NFPA 142, NFPA 143, NFPA 144, NFPA 145, NFPA 146, NFPA 147, NFPA 148, NFPA 149, NFPA 150, NFPA 151, NFPA 152, NFPA 153, NFPA 154, NFPA 155, NFPA 156, NFPA 157, NFPA 158, NFPA 159, NFPA 160, NFPA 161, NFPA 162, NFPA 163, NFPA 164, NFPA 165, NFPA 166, NFPA 167, NFPA 168, NFPA 169, NFPA 170, NFPA 171, NFPA 172, NFPA 173, NFPA 174, NFPA 175, NFPA 176, NFPA 177, NFPA 178, NFPA 179, NFPA 180, NFPA 181, NFPA 182, NFPA 183, NFPA 184, NFPA 185, NFPA 186, NFPA 187, NFPA 188, NFPA 189, NFPA 190, NFPA 191, NFPA 192, 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THESE PLANS ARE INTENDED TO PROVIDE THE BASIC CONSTRUCTION INFORMATION NECESSARY TO CONSTRUCT THE STRUCTURE. THESE ARE ONLY ARCHITECTURAL PLANS. THESE PLANS ARE THE PROPERTY OF THE DESIGNER AND IT IS UNLAWFUL TO REUSE OR REPRODUCE FOR ANY OTHER CONSTRUCTIONS WITHOUT THE PERMISSION OF THE DESIGNER.



DESIGNED BY: J. J. A.
DRAWN BY: J. J. A.

PROJECT DESIGNED FOR:

SALON
GALILEA

PROJECT INFORMATION

405 S. MISSOURI ST.
WESLACO, TX.

AREA TABULATIONS

LIVING AREA
PORCH
PATIO
TOTAL AREA

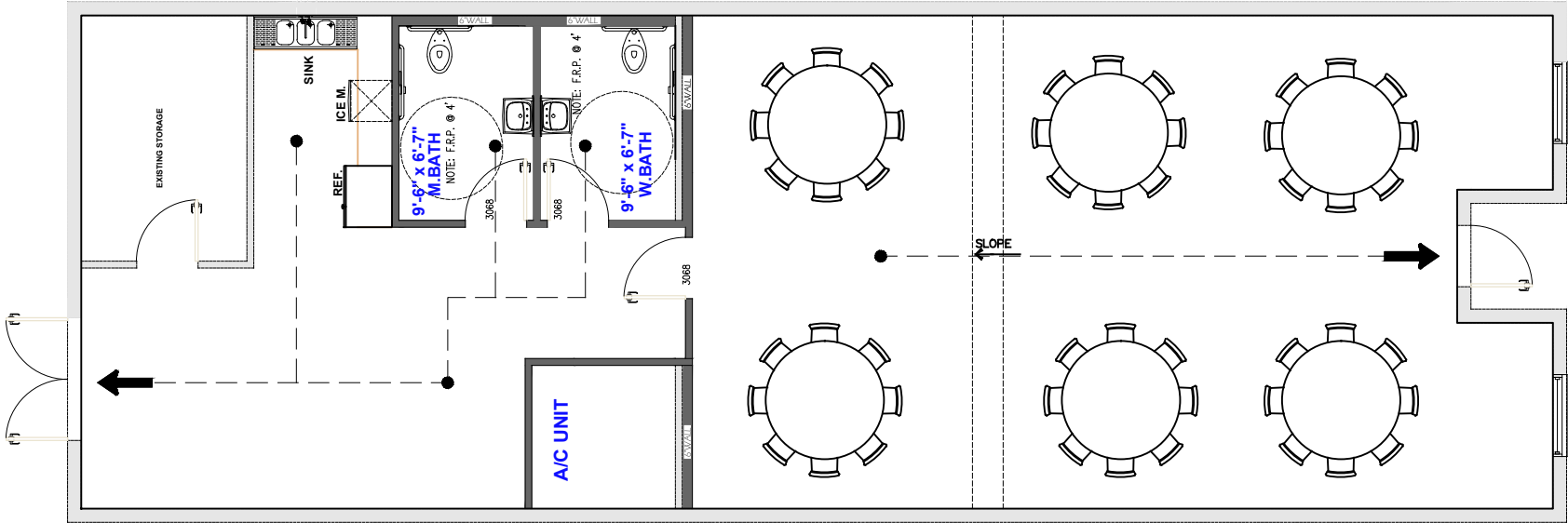
SAFETY EGRESS
PLAN

DATE: APRIL 30, 2024

PAGE NO.

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PROJECT: # 2024. 049
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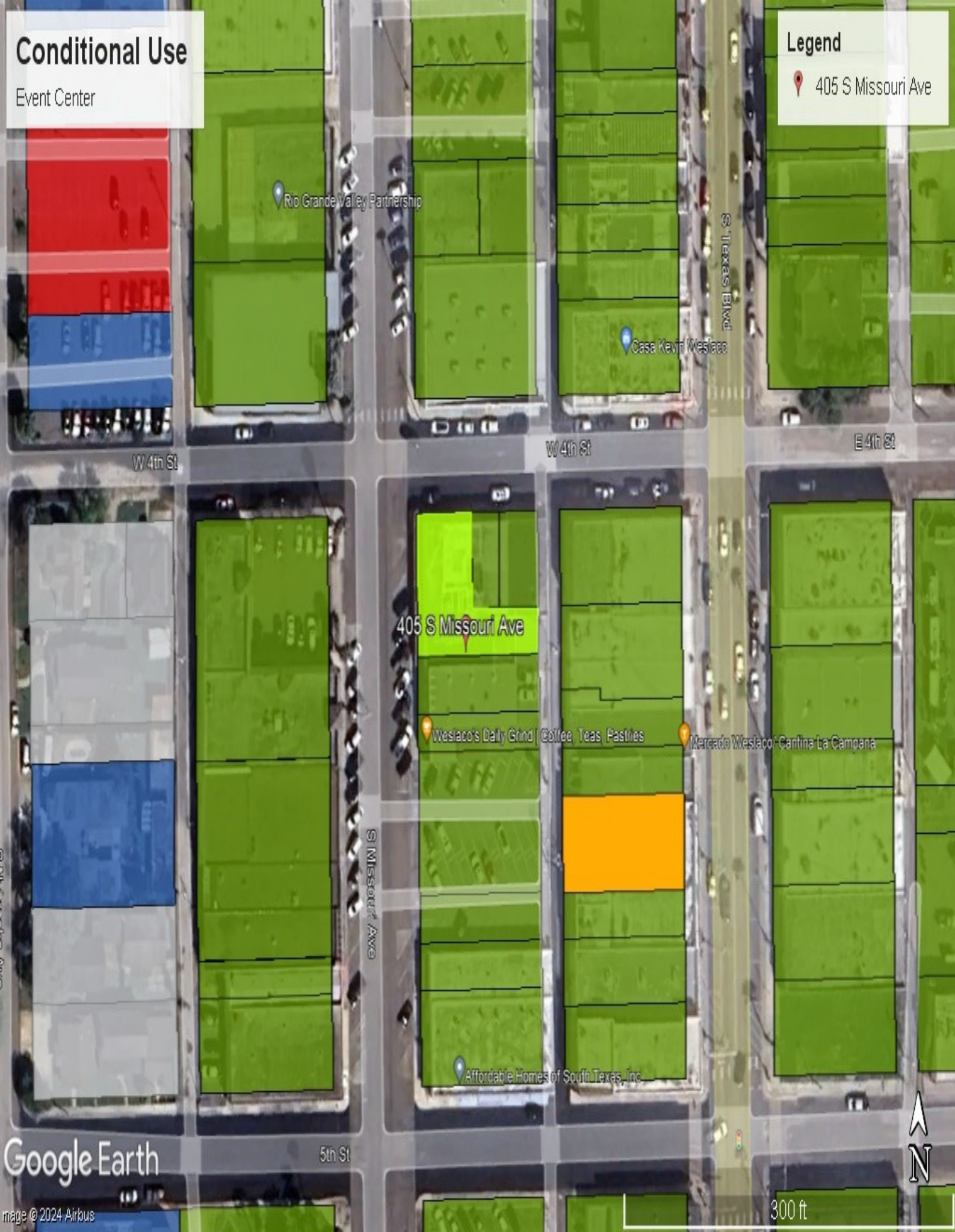
① SAFETY EGRESS PLAN
SCALE: 1/4"=1'-0"

Conditional Use

Event Center

Legend

405 S Missouri Ave



Google Earth

image © 2024 Airbus



300 ft



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-589	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and re-consideration to approve the Final Plat for The Groves Subdivision being a 13.90 acres out of Acre Tract out of lot 236, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas Located approximately 1300ft. North of the intersection of Mile 11 N Road and Westgate Drive and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed sixteen (16) lot subdivision is located outside the City of Weslaco. This subdivision is being serviced with water by North Alamo Water Supply Company through a 10" waterline and sewer by OSSF. The property is within a Flood Zone "X". Applicant is requesting a variance for off-site drainage and OSSF.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat and variance request at their regular meeting of June 5, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of Final Plat and compliance with ordinance on the variance.			
Attachments, if any: The Grove- Memo, The Groves- Application, Driange Report, Letters of Support, Trip Test, The Groves- Aerial, Groves.Subd.Plans			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: The Grove - Final Plat

DATE: June 6, 2024

The proposed use for the 17-lot subdivision for single family residential dwelling. Final Plat approval expired in January of 2024 and is now ready to proceed with recording. The developer has requested two variances at this time. The subdivision will be provided with water by NAWSC and sanitary sewer through OSSF. The nearest sanitary sewer line is approximately 1.25 miles south of the proposed development at the intersection of Mile 11 N and N Westgate Dr. The Developer has requested a variance to allow for off-site drainage and has obtained their letters of support. The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM



SUBDIVISION PLATTING APPLICATION

PLAT-000639-2024

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

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

FILE NO. _____

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

STAFF USE ONLY

☐ Single Lot Variance ☐ Minor Plat ☐ Planned Unit Development ☐ Standard Subdivision

GENERAL INFORMATION

Name of Subdivision: GRAVES SUBDIVISION

Location: 1/4 MILE N. OF MI. 11 N. ON WEST SIDE OF MI. 6 W. RD.

Legal Description: 13.90 AC 0/0 F.T. 236, WEST AND ADJACENT TRACT
SUBD. H.C.T.

Is subdivision inside city limits? ☐ YES ☒ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: N/A

Existing Land Use: OPEN Proposed Land Use: RESIDENTIAL

Number of Lots Proposed: 16 Gross Acreage: 13.90

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: ROBERT OLIVER VAQUERES Telephone: 532-7168

Address: PO BOX 332 Fax: _____

City: WESLACO State: TX Zip: 78596 E-mail: LOVE

ENGINEER INFORMATION

Name: DAVID SALINAS Telephone: 682-9081

Address: 2221 DAFFODIL AVE. Fax: _____

City: MYAUREN State: TX Zip: 78591 E-mail: DSALINAS@CALHES ENGINEERING.COM

UTILITY PROVISIONS

Will proposed subdivision connect to:

- ☒ YES ☐ NO Water Provision: NAWSC
- ☐ YES ☒ NO Wastewater Provision: SEPTIC SYSTEM
- ☒ YES ☐ NO Electric Company: MAK VALLEY

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

Proposed subdivision is in the following districts:

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

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

- _____ Two (2) sets of plats **folded and stapled** (24 x 36) and forward a copy in PDF format to rdelafuente@weslacotx.gov
- _____ PDF copy of all documents submitted (emailed or USB)
- _____ \$355.00 Planning Review fee, \$100.00 Fire 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 rdelafuente@weslacotx.gov
- _____ PDF copy of all documents submitted (emailed or USB)
- _____ \$355.00 Planning Review fee, \$100.00 Fire 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

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

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
- ☐ Traffic Impact Analysis (If required)
- ☐ 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
- ☐ Checks or Receipts: HCCID #9; HCDD #1; County Clerk
- ☐ Tax certificates
- ☐ Memo from engineering inspector releasing subdivision
- ☐ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
- ☐ 30 Year Water and 30 Year Sewer Service Agreements
- ☐ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature:  _____ Date: 5-14-24

Authorized Agent Printed Name: DAVID SALINAS

THIS PAGE FOR STAFF USE ONLY

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

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____



APPLICATION FOR SUBDIVISION VARIANCE

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

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

VAR-000351-2022
FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: GROVES SUBDIVISION

Location: APPROX 1,500 FT NORTH OF MI. 11 N. RD., ON EAST SIDE OF MIKE W. RD.

Legal Description: A 13.90 GR. AC. TRACT O/O F.T. 236, WEST
AND ADAMS TRACT SUBDIVISION H.C.T.

VARIANCE TYPE:

☐ Streetlights ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☒ YES ☐ NO

Describe in detail the reason for the variance request:

SEPTIC

☐ Fire Hydrants ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Drainage ☒ YES ☐ NO

Describe in detail the reason for the variance request:

OFFSITE DRAINAGE

☐ Minimum Lot Size ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Other _____ ☐ YES ☐ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: LUCY/ROBERT VALADARES Telephone: 956-778-0098

Address: P.O. Box 332 Fax: _____

City: WESLACO State: TX Zip: 78599 E-mail: LUCYAL@LIVE.COM

AUTHORIZATION AND ACKNOWLEDGEMENTS

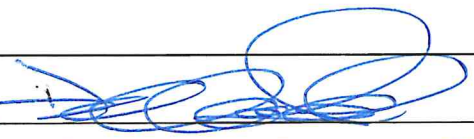
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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

Owner Printed Name: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature:  Date: 11/29/22

Authorized Agent Printed Name: David O. Quade Salinas

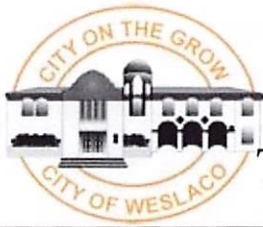
THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____



**City of Weslaco
Engineering Division**

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

TRIP GENERATION WORKSHEET

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

A. Subdivision Information

Subdivision Name: The Grove
Location: 1/4 Mile North of Mile 11 North Road along the west side of Mile 6 West Road
Applicant: David O. Salinas, P.E. ☐ Owner ☒ Agent
Address: 2221 Daffodil Ave., McAllen, Tx, 78501 Phone Number: 682-9081

B. Trip Generation Calculation

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

ITE Code	Anticipated Land Use	Project Size			AM Peak Hour Trips	PM Peak Hour Trips	Weekday Trips
		Acres	GFA	# of Units			
210	Single Family	13.90 Gr.		17	23.95	31.29	77.73

Comments: _____
Prepared by: David Omar Salinas, P.E. Date: _____
Address: 2221 Daffodil Ave., McAllen, Texas, 78501 Phone Number: 682-9081

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

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

Comments: _____

Reviewed by: _____ Date: _____ STID#: _____



DRAINAGE REPORT

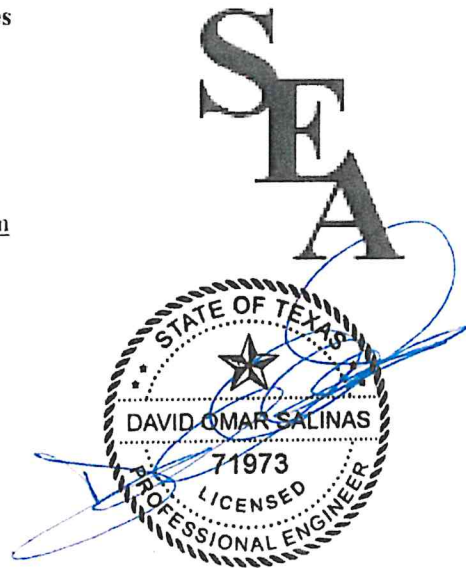
GROVES SUBDIVISION

CITY OF WESLACO ETJ, HIDALGO COUNTY, TEXAS

PREPARED BY:

David Omar Salinas, P.E., R.P.L.S.
Salinas Engineering & Associates
(TBE F-6675)
2221 Daffodil Ave.
McAllen, Texas, 78501
(956) 682-9081
(956) 686-1489 Facsimile
(956) 648-8899 Cell
dsalinas@salinasengineering.com

AUGUST 24, 2022



INDEX

Drainage Report Narrative: Page 2.-3.

- A. Hydrograph: Dated 08/23/22 (HCDD No. 1 Modified Rational Method)
- B. Plat reduction of Groves Subdivision, City of Weslaco ETJ
- C. Copy of FIRM – CPN 480334 0450 C dated June 06, 2000, Revised to Reflect LOMR dated May 30, 2002
- D. Copy of Plat reduction and other drainage report exhibits

DRAINAGE REPORT NARRATIVE

Proposed Groves Subdivision is a 16 - lot residential (15) AND one lot (1) commercial plat containing 13.90 Gross (10.59 Net) Acre tract out of Lot 236, West and Adams Tract Subdivision, Hidalgo County, Texas, as per the map or plat thereof recorded in Volume 02, Pages 34-37, Map Records of Hidalgo County, Texas, and, located along the east side of Mile 6 West Road at Mile 11 North Road north and east of a HCID No. 9 ditch. Commercial use is proposed along Mile 6 West Road only – all other interior lots (17) are proposed as single - family uses. The subdivision is located in Zone "X" (unshaded) as per the FIRM Community Panel No. 480334 0450 C, Map dated June 06, 2000, and, revised to reflect a LOMR dated May 30, 2002. Zone "X" (unshaded) areas are defined as "Areas determined to be outside the 500-year flood. The site is an orchard of citrus trees that will be removed and pavement widening with curb & gutter and drainage improvements to Mile 6 West Road have recently been completed by the County.

This site is bound on the west side by Mile 6 West Road and is bound by HCID No. 9 ditches along the south and east sides each sitting on 40.0 feet of ROW adjacent to our proposed subdivision. Located to the north are other properties not a part of this plat. There is an existing residential home located near the immediate southwest corner of this property – it is a homestead out parcel but not a part of this subdivision. The site has 301.60 feet of frontage along Mile 6 West Road and 1,320.0 gross feet deep including the two adjoining HCID No. 9 ditches.

Soils of this proposed plat consist of, in part, a Hidalgo fine sandy loam complex (Map Unit No. 25)(Group B) with slopes between 0 and 1 percent – these soils are well drained with slow surface runoff and moderate permeabilities. The site also consists in part of a Hidalgo sandy clay loam soil complex (Map Unit No. 28)(Group B) with slopes between 0 and 1 percent – these soils are also well drained with slow surface runoff and moderate permeabilities. Both soils are in capability subclass IIc non-irrigated and in class I irrigated, Gray sandy loam range - and can be seen on Sheet 97 of the Soil Survey of Hidalgo County, Texas.

Waters within this property flow via sheet flow in a general southerly direction over said lands via sheet flow – the slope is very flat not exceeding 0.05% over a drainage of 398.0 feet – essentially the entire east/west distance of the subject property. Proposed subdivision drainage improvements include the widening of the south side HCID No. 9 ditch, one internal paved curb & gutter roadway with storm sewer and outfall into the ditch.

In discussing the development of this subdivision with developer, for this report 6,000.0 Sq. Ft. and 10,000.0 Sq. Ft. of impervious improvements were assigned for 15 residential and one commercial lot, respectively, and, in addition, 1,320.0 linear feet of 32.0 foot back to back roadway improvements – yielding a future drainage coefficient of 0.42 over the 10.59 Ac. tract.

In accordance with the drainage policies of the City of Weslaco and the County of Hidalgo, this subdivision shall be required to provide for storage of drainage waters in an amount equal to the difference between pre- and post-construction, or, waters CREATED by the post-development of this 10.59 Net acre property. Using the Modified Rational Method (MRM)(*For Reference: TxDOT Intensity-Frequency-Duration Coefficients for Texas Counties HDM (2004)*) over a 10-year storm event, and, existing drainage coefficient of 0.20 and a future computed drainage coefficient of 0.42 – *For Reference: FHWA, Urban Drainage Design Manual HEC -22 (2001)*, an average drainage run of 398.0 feet and an average slope of 0.50%, it was computed that the improved condition would produce an additional 50-year storm event volume of 44,134.19 Cubic Feet, or, 1.01 Acre-Feet. This development shall increase runoff from 8.79 CFS (10-Year) to 14.07 CFS (50-year) – an increase of 5.28 CFS. This volume of water is equivalent to a layer of water 1.14 inches deep if spread out evenly over the entire 10.59 Acre tract.

As part of the drainage plan, it is being proposed that the subdivider shall provide for an underground storm sewer system consisting of inlets, an underground storm sewer line and outfall into a HCID No. 9 ditch. The 24" outfall line shall be installed such that the flow through the pipe is limited to a flow not more than 5.28 CFS – the 10-year storm event flow rate. The pipe entrance shall consist of pipe entrance details as approved by both the irrigation and drainage districts that will include a choke at the end (outfall end) of the proposed 24" storm sewer pipe. The proposed 13' widening of the north side of the east/west HCID No. 9 ditch shall provide for a new volume to the existing ditch of not less than 44,134.19 Cu. Ft. – O.K. Actual storage shall be 46,750.0 Cu. Ft. > 44,134.19 Cu. Ft. – Okay (See Calculations and Detail A-A on Sheet 6 of 8). The benching shall have 3:10 slopes and total excavated volume of 93,852 Cu. Ft. of which credit is given in the amount of 46,750.0 Cu. Ft. > 44,134.19 Cu. Ft. Req.

Maximum permissible discharge rate into the ditch is 5.25 CFS (10-year Q):

Diameter	24	in
W.P.	6.28	ft
Area	3.14	sf
Slope	0.0018	ft/ft
Velocity	3.06	ft/s
Q	9.62	cfs

Note: The resulting Q is 9.62 CFS > 8.79 CFS Permissible.

However, with the chocking of ½ of the original pipe diameter (from 24" to 12") the flow rate is reduced to approximately 4.81 CFS - less than 5.28 CFS while maintaining a velocity of not less than 2.0 FPS.

WSE observation on Marh 09, 2022 was 68.72.

Additionally, there is a dedication of 38.40 feet along the south ditch and 35.0 feet to the east, respectively, of right-of-way to said ditches. This dedication on both ditches would give a total of 75.0 feet of right-of-way from the ditch centerlines. The developer shall apply for and provide for an entrance discharge permit per HCDD No. 1 requirements. It is expressly noted that two access ramps shall also be constructed at 6:1 slopes at each end of the widened south ditch. No

widening shall occur along the west side of the east/west. It is also noted that the ditch along the east side of this site shall not be improved or widened – only dedication of right-of-way shall be provided.

At this time Mile 6 West widening and paving with curb & gutter and drainage improvements have been completed (by The County of Hidalgo Precinct), however, and, no additional paving or drainage improvements to the east side of Mile 6 West Road are being proposed by this plat. Improvements to each lot shall provide for positive flow drainage away from the homes and the minimum finished floor elevations shall be 18" above the top of curb.

Date: August 24, 2022

Attachment: Hydrograph and Other Required Drainage Report Information
xc: n:\subdivision\plats\groves.subd\drainagereport.082422

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☒ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☒ DISTRICT FACILITY	
☐ CITY FACILITY	
☐ OTHER	
	
H.C.D.D. NO. 1	DATE 9-23-22



Area: 10.59 acres
Length of Basin: 398.00 ft.
Avg. Basin Slope (Und.): 0.50 %
Undeveloped t_c : 40.72 min.
Developed t_c : 30.77 min.

Proposed

LAND CHARACTER	
FAA-0	RM-1
40.72	0
30.77	0
0.42 C (composite, developed)	

Existing

LAND CHARACTER	
0.00 acres	0.9
10.59 acres	0.20
0.20 C (composite, developed)	

2004

Undeveloped Calculations

County: HIDALGO COUNTY, TEXAS

2-year	e	b	d	I_2 (in/hr)	OUTFLOW (Undeveloped)	$Q_2 =$
0.831	74	9.6	2.85			6.04

5-year	e	b	d	I_5 (in/hr)	(Undeveloped)	$Q_5 =$
0.795	80	9.2	3.57			7.57

10-year	e	b	d	I_{10} (in/hr)	(Undeveloped)	$Q_{10} =$
0.778	87	9.2	4.15			8.79

25-year	e	b	d	I_{25} (in/hr)	(Undeveloped)	$Q_{25} =$
0.771	98	9.2	4.81			10.18

50-year	e	b	d	I_{50} (in/hr)	(Undeveloped)	$Q_{50} =$
0.749	99	9.2	5.29			11.21

100-year	e	b	d	I_{100} (in/hr)	(Undeveloped)	$Q_{100} =$
0.74	103	9.6	5.67			12.01

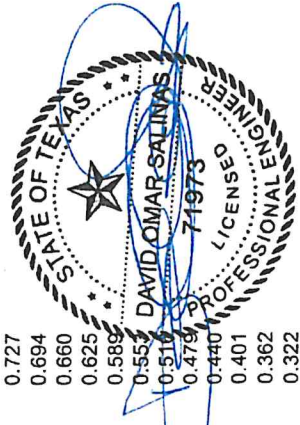
post dev FAA
tc 30.76566
i 6.25
Q 27.80

post dev RM
tc 10
i 10.83
Q 48.15

Alt IDF
0

Accumulated Runoff Calculations: 50 year storm
LIMIT OUTFLOW: 8.79

t_c (min)	Intensity (in/hr.)	Peak Disch. (cfs)	Acc. Runoff acre ft.	Runoff difference	Acc. Disch. acre ft.	Net Storage acre ft.
10	10.83	48.15	0.663	0.6632	0.247	0.416
20	7.91	35.17	0.969	0.3057	0.307	0.661
30	6.34	28.21	1.166	0.1968	0.368	0.798
40	5.35	23.80	1.311	0.1453	0.429	0.882
50	4.66	20.72	1.427	0.1157	0.489	0.938
60	4.14	18.43	1.523	0.0965	0.550	0.973
70	3.75	16.66	1.606	0.0830	0.610	0.996
80	3.43	15.24	1.679	0.0730	0.671	1.008
90	3.16	14.07	1.745	0.0654	0.731	1.013
100	2.94	13.10	1.804	0.0593	0.792	1.012
110	2.76	12.26	1.858	0.0543	0.853	1.006
120	2.60	11.55	1.908	0.0502	0.913	0.995
130	2.45	10.92	1.955	0.0468	0.974	0.982
140	2.33	10.37	1.999	0.0438	1.034	0.965
150	2.22	9.87	2.040	0.0412	1.095	0.945
160	2.12	9.43	2.079	0.0389	1.155	0.924
170	2.03	9.04	2.116	0.0370	1.216	0.900
180	1.95	8.68	2.151	0.0352	1.277	0.875
190	1.88	8.35	2.185	0.0336	1.337	0.848
200	1.81	8.05	2.217	0.0321	1.398	0.819
210	1.75	7.77	2.248	0.0308	1.458	0.790
220	1.69	7.52	2.278	0.0297	1.519	0.759
230	1.64	7.28	2.306	0.0286	1.579	0.727
240	1.59	7.06	2.334	0.0276	1.640	0.694
250	1.54	6.85	2.360	0.0266	1.700	0.660
260	1.50	6.66	2.386	0.0258	1.761	0.625
270	1.46	6.48	2.411	0.0250	1.822	0.589
280	1.42	6.31	2.435	0.0243	1.882	0.553
290	1.38	6.16	2.459	0.0236	1.943	0.516
300	1.35	6.01	2.482	0.0229	2.003	0.479
310	1.32	5.86	2.504	0.0223	2.064	0.440
320	1.29	5.73	2.526	0.0217	2.124	0.401
330	1.26	5.60	2.547	0.0212	2.185	0.362
340	1.23	5.48	2.568	0.0207	2.246	0.322
350	1.21	5.37	2.588	0.0202	2.306	0.282



Appendix 1.0 (cont.)
HIDALGO COUNTY RAINFALL INTENSITY TABLES (cont.)

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

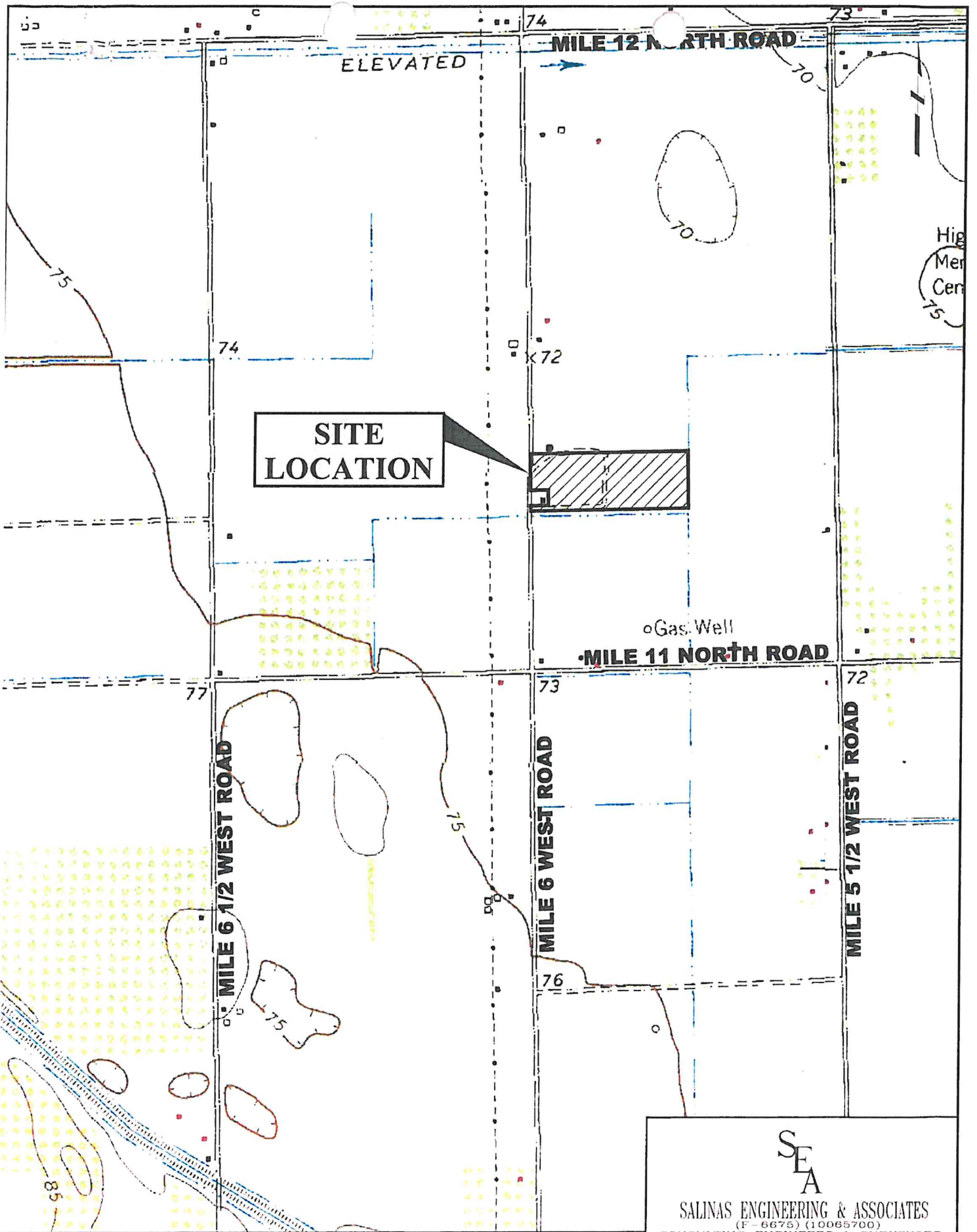
formula $I = b/(t_c + d)^c$

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

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

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

Prepared By Melden & Hunt, Inc.



U.S.G.S. MAP

GROVE SUBDIVISION

SCALE: 1"=1000'

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TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth In	USDA texture	Classification		Percentage passing sieve number--				Liquid limit Pct	Plas- ticity index
			Unified	AASHTO	4	10	40	200		
13:*										
Randado-----	0-9	Fine sandy loam	SM, SM-SC	A-2-4	75-100	70-100	70-100	20-35	<25	NP-7
	9-16	Fine sandy loam, sandy clay loam.	SC, SM-SC, GC	A-2-4, A-2-6, A-4, A-6	65-100	60-100	60-100	25-50	25-34	7-14
	16-60	Cemented-----	---	---	---	---	---	---	---	---
14-----										
Falfurrias	0-80	Fine sand-----	SP-SM, SM	A-2-4, A-3	100	100	75-100	5-25	<25	NP-3
15-----										
Grulla	0-7	Clay-----	CL, CH	A-7-6	100	100	100	90-100	41-55	20-30
	7-65	Silty clay, clay	CH	A-7-6	100	100	100	90-100	52-66	28-39
16, 17, 18-----										
Hargill	0-18	Fine sandy loam	SC, SM-SC, SM	A-2-4	100	95-100	95-100	17-35	<30	NP-8
	18-63	Sandy clay loam	SC, CL	A-6	100	95-100	95-100	40-55	30-40	11-20
	63-80	Sandy clay loam	SC	A-2-4, A-2-6, A-4, A-6	85-100	80-100	75-100	34-50	28-39	9-18
19, 20-----										
Harlingen	0-8	Clay-----	CH	A-7-6	100	100	100	90-100	51-85	32-60
	8-35	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
	35-72	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
21:*										
Harlingen-----	0-8	Clay-----	CH	A-7-6	100	100	100	90-100	51-85	32-60
	8-35	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
	35-72	Clay-----	CH	A-7-6	100	100	100	95-100	65-85	50-65
Urban land.										
22, 23, 24-----										
Hebbronville	0-17	Sandy loam-----	SM	A-2-4	100	100	75-100	13-24	<25	NP-4
	17-58	Fine sandy loam, loam.	SM, SM-SC	A-2-4	100	100	90-100	20-30	<30	NP-7
	58-65	Fine sandy loam, loam.	SM-SC, SC	A-2-4, A-4, A-2-6, A-6	95-100	90-100	90-100	20-40	20-30	4-13
25, 26, 27-----										
Hidalgo	0-17	Fine sandy loam	SC, SM-SC	A-4, A-6	100	95-100	90-100	36-50	20-30	4-11
	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
28, 29, 30-----										
Hidalgo	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-55	29-40	11-20
	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
31:*										
Hidalgo-----	0-17	Sandy clay loam	SC, CL	A-6	100	95-100	90-100	36-50	29-40	11-20
	17-28	Sandy clay loam, clay loam.	SC, CL	A-6	100	95-100	90-100	36-80	30-40	11-20
	28-80	Clay loam, sandy clay loam.	CL, SC	A-6, A-7-6	90-100	80-100	75-99	44-80	30-44	11-23
Urban land.										

See footnote at end of table.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

Map symbol and soil name	Depth In	USDA texture	Classification		Percentage passing sieve number--				Liquid limit Pct	Plas- ticity index
			Unified	AASHTO	4	10	40	200		
45,* 46,* 47.* Pits										
48, 49----- Racombes	0-13 13-49 49-72	Sandy clay loam Sandy clay loam, clay loam. Sandy clay loam, clay loam.	CL, SC CL, SC CL, SC	A-4, A-6 A-6, A-7 A-6	100 100 90-100	100 95-100 80-100	95-100 90-100 80-95	45-65 45-65 40-65	27-35 34-43 30-40	8-15 15-22 11-20
50----- Ramadero	0-21 21-65	Sandy clay loam Sandy clay loam, clay loam.	CL, SC CL, SC	A-6, A-4 A-6, A-7	100 100	100 95-100	95-100 90-100	45-65 45-65	27-39 32-42	9-18 13-21
51:* Randado-----	0-9 9-16 16-60	Fine sandy loam Fine sandy loam, sandy clay loam. Cemented-----	SM, SM-SC SC, SM-SC, GC ---	A-2-4 A-2-4, A-2-6, A-4, A-6 ---	75-100 65-100 ---	70-100 60-100 ---	70-100 60-100 ---	20-35 25-50 ---	<25 25-34 ---	NP-7 7-14 ---
Cuevitas-----	0-8 8-60	Fine sandy loam Cemented-----	SM, SM-SC, SC ---	A-2-4 ---	80-100 ---	80-100 ---	80-100 ---	20-35 ---	<28 ---	NP-9 ---
52, 53----- Raymondville	0-15 15-43 43-65	Clay loam----- Clay, clay loam Clay, clay loam	CL CL, CH CL, CH	A-6, A-7-6 A-6, A-7-6 A-7-6	100 100 100	100 95-100 85-100	95-100 95-100 80-100	51-85 75-95 75-95	37-50 38-55 40-53	18-30 19-35 20-30
54:* Raymondville----	0-15 15-43 43-65	Clay loam----- Clay, clay loam Clay, clay loam	CL CL, CH CL, CH	A-6, A-7-6 A-6, A-7-6 A-7-6	100 100 100	100 95-100 85-100	95-100 95-100 80-100	51-85 75-95 75-95	37-50 38-55 40-53	18-30 19-35 20-30
Urban land.										
55, 56----- Reynosa	0-15 15-48 48-65	Silty clay loam Silty clay loam, silt loam. Stratified silty clay loam to silt loam.	CL, CL-ML CL CL, CL-ML	A-6, A-4, A-7-6 A-6, A-4, A-7-6 A-6, A-4, A-7-6	100 100 100	100 100 100	95-100 95-100 90-100	80-100 80-100 70-100	25-45 28-44 20-49	7-25 9-23 4-29
57:* Reynosa-----	0-15 15-48 48-65	Silty clay loam Silty clay loam, silt loam. Stratified silty clay loam to silt loam.	CL, CL-ML CL CL, CL-ML	A-6, A-4, A-7-6 A-6, A-4, A-7-6 A-6, A-4, A-7-6	100 100 100	100 100 100	95-100 95-100 90-100	80-100 80-100 70-100	25-45 28-44 20-49	7-25 9-23 4-29
Urban land.										
58, 59----- Rio	0-12 12-38 38-63	Fine sandy loam Clay loam, clay Clay loam, sandy clay, sandy clay loam.	SC, SM-SC CL, CH CL	A-2-4, A-4 A-7-6 A-7-6	95-100 95-100 95-100	95-100 95-100 95-100	95-100 95-100 85-95	30-48 75-95 55-80	<30 43-57 41-50	5-10 21-32 20-27

See footnote at end of table.

TABLE 18.--SOIL AND WATER FEATURES

["Flooding" and "water table" and terms such as "rare," "brief," "apparent," and "perched" are explained in the text. The symbol > means more than. Absence of an entry indicates that the feature is not a concern]

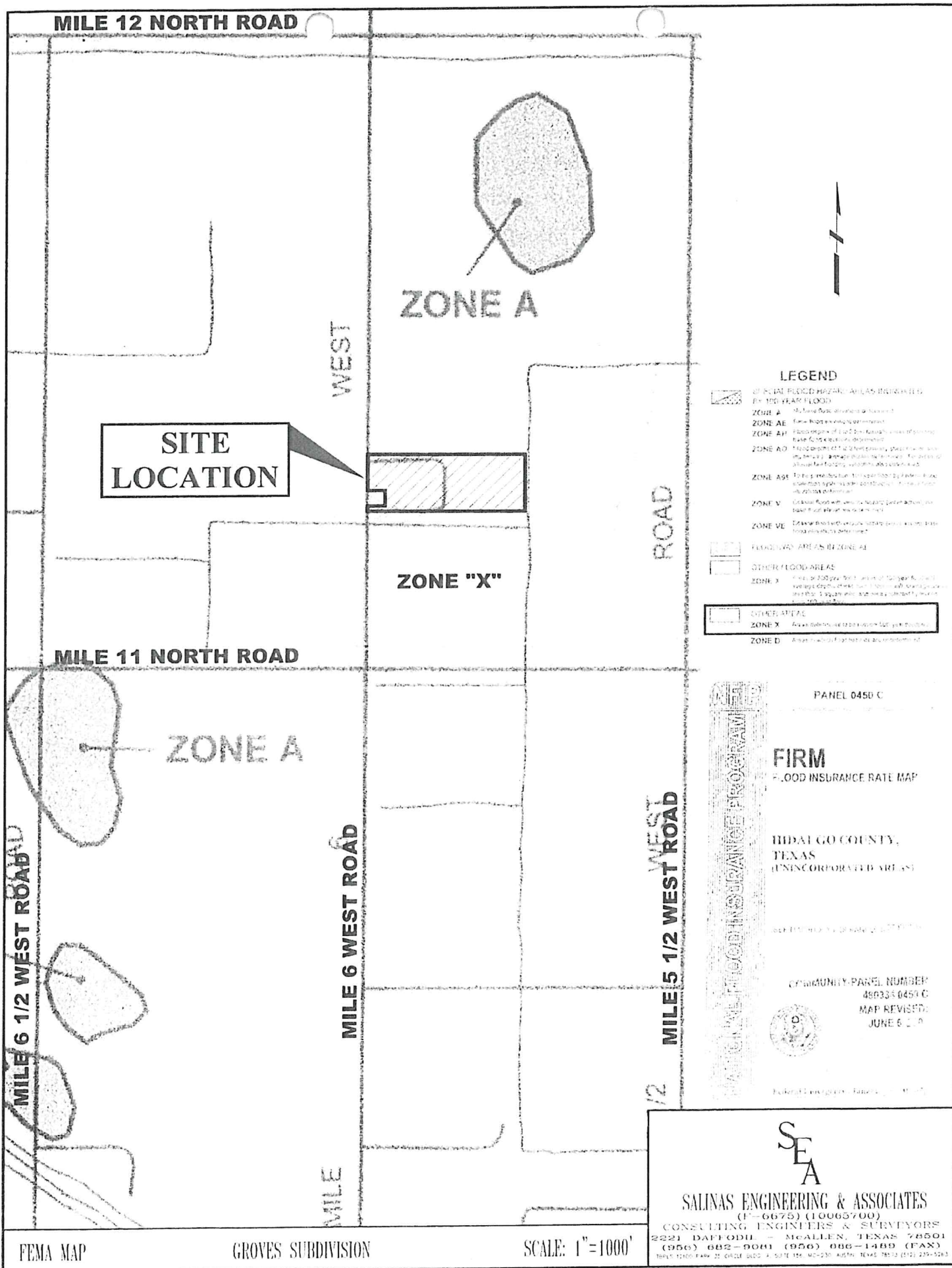
Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosi	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hard-ness	Uncoated steel	Concrete
1.* Arents					<u>Ft</u>			<u>In</u>			
2----- Benito	D	Occasional	Long-----	Sep-May	4.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
3, 4----- Brennan	B	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
5, 6----- Camargo	B	Rare-----	Brief-----	Sep-May	>6.0	---	---	---	---	Moderate	Low.
7----- Cameron	D	None-----	---	---	5.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
8----- Comitas	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
9, 10, 11----- Delfina	B	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
12----- Delmita	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
13.* Delmita-----	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
Randado-----	C	None-----	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
14----- Falfurrias	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
15**----- Grulla	D	Frequent-----	Very long	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
16, 17, 18----- Hargill	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
19----- Harlingen	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
20----- Harlingen	D	None-----	---	---	5.0-6.0	---	---	---	---	High-----	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 18.--SOIL AND WATER FEATURES--Continued

Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hard-ness	Uncoated steel	Concrete
					<u>Ft</u>			<u>In</u>			
2:*											
Quemado-----	C	None-----	---	---	>6.0	---	---	10-20	Thin	Moderate	Low.
3-----	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Laredo											
4-----	C	Occasional	Long-----	Sep-May	>6.0	---	---	---	---	High-----	Low.
Matamoros											
35, 36, 37, 38----	C	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
McAllen											
39, 40, 41-----	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Mercedes											
2-----	C	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
Nueces											
3:*											
Nueces-----	C	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
Sarita-----	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
44, 44-----	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Olmito											
45,* 46,* 47.*											
Pits											
48-----	B	Rare-----	---	---	>6.0	---	---	---	---	High-----	Low.
Racombes											
49-----	B	Rare-----	---	---	1.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
Racombes											
50-----	B	Common-----	Brief-----	Sep-May	>6.0	---	---	---	---	High-----	Low.
Ramadero											
51:*											
Randado-----	C	None-----	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
Cuevitas-----	D	None-----	---	---	>6.0	---	---	8-14	Thin	Moderate	Low.
52-----	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Raymondville											
53-----	D	None-----	---	---	2.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
Raymondville											
54:*											
Raymondville-----	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
55-----	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Reynosa											
56-----	B	None-----	---	---	1.5-4.5	Apparent	Sep-May	---	---	High-----	Low.
Reynosa											
57:*											
Reynosa-----	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
58**-----	D	Frequent-----	Long-----	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
Rio											
59**-----	D	Frequent-----	Long-----	Sep-May	+2-4.5	Apparent	Sep-May	---	---	High-----	Low.
Rio											

See footnotes at end of table.



PANEL 0450 C

FIRM
FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

DATE: 1998-06-01

COMMUNITY PANEL NUMBER
480335 0450 C
MAP REVISED:
JUNE 6, 1998

Federal Emergency Management Agency



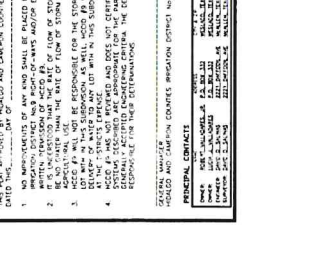
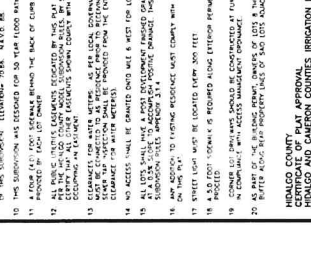
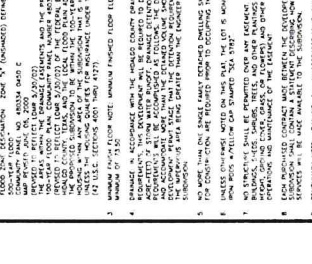
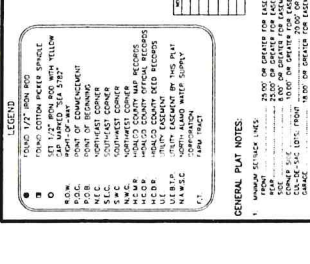
SALINAS ENGINEERING & ASSOCIATES

(F-6675) (10065700)
CONSULTING ENGINEERS & SURVEYORS
2221 DARTMOUTH - McALLEN, TEXAS 78101
(956) 682-1001 (956) 686-1400 (FAX)
1800-1200 PARK 25 - CHINA, TEXAS 78101 (956) 682-1400

FEMA MAP

GROVES SUBDIVISION

SCALE: 1"=1000'



Onsite Sewage Facility Site Evaluation

Applicant Information

Name: Lucia J Valladares
Address: _____
City: Weslaco State: TX Zipcode: _____

Property Location:

Subdivision: West Tract S473
Lot: 236 Block: _____
Street Address: P.O. Box 332
City: Weslaco Zipcode: 78596

Site Evaluator Information

Name: Luz Gomez
Company: Gomez Backhoe Service
City: Mission State: TX Zipcode: 78574

Installer Information:

Name: Sergio Rodriguez
Company: Ro-cha Septic
City: Mission State: TX Zipcode: 78574

Schematic of Lot or Tract

Show:

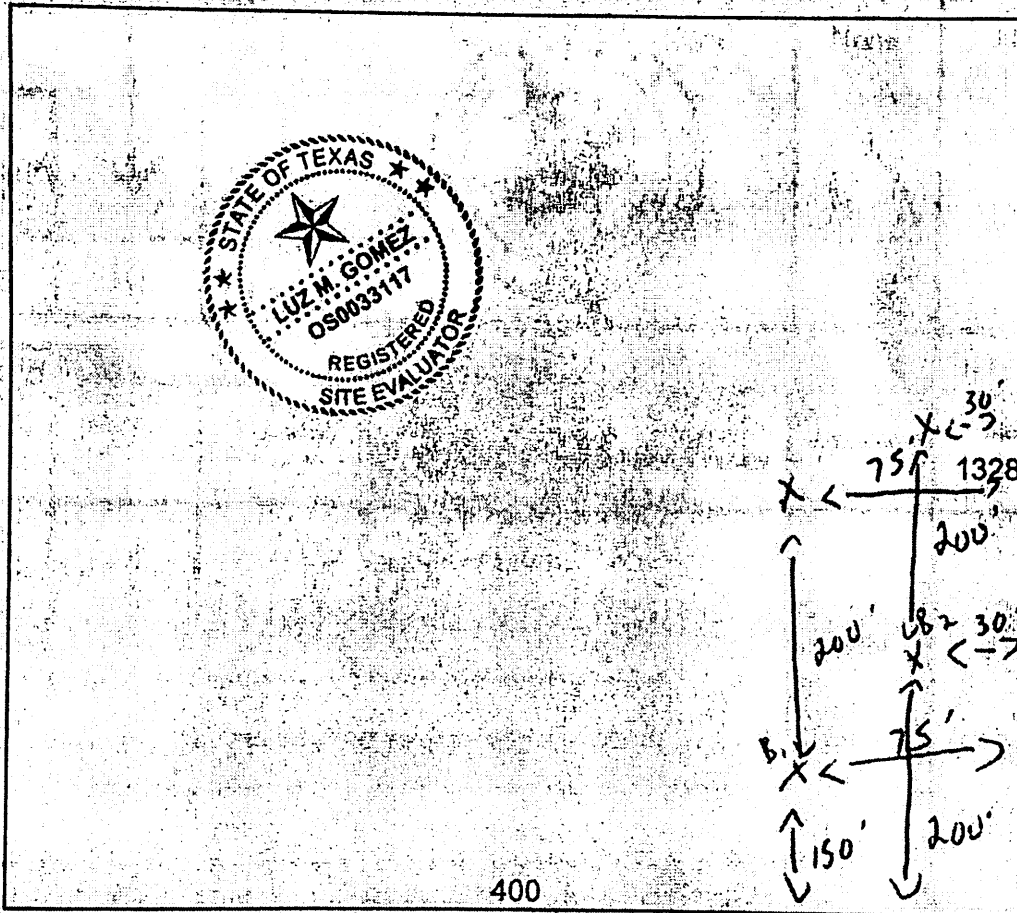
Compass North, adjacent streets, property dimensions, location of buildings, easements, swimming pools, water lines, and other surface improvements where known (drainage, patios, sidewalks).

Location of existing or proposed water wells within 150 ft of property.

Indicate slope or provide contour lines from structure to the farthest location of the proposed soil absorption or irrigated area.

Location of soil boring or dug pits

Location of natural, constructed, or proposed drainage ways (streams, ponds, lakes, rivers, high tide of salt water bodies) water impoundment areas, cut or fill bank, sharp slopes and breaks.



Lot Size: 13.6 acres

Scale: 1 inch = 100 ft

Presence of 100 year flood zone: Yes ☐ No ☒
Presence of adjacent ponds, streams, water impoundments: Yes ☐ No ☒
Existing or proposed water well in nearby area: Yes ☐ No ☒
Organized sewage service available to lot or tract: Yes ☐ No ☒

Site Evaluator

Name: Luz Gomez

Signature: [Signature]

License No. OS 0033117

On-Site Sewage Facility Soil Evaluation Report Information

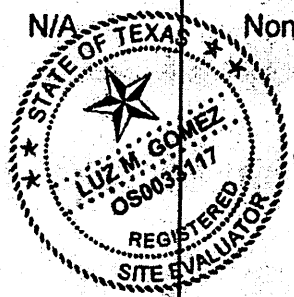
Date Soil Survey Performed: 4/8/2021 County: Hidalgo
 Subdivision: West Tract S473' Lot: 236 Block:
 Name of Site Evaluator: Luz Gomez Registration Number: OS 0033117

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
 For subsurface disposal, soil evaluation must be performed to a depth of at least two feet below the proposed excavation depth.
 For surface disposal, the surface horizon must be evaluated.
 Describe each soil horizon and identify any restrictive features on the form. Indicated depths where features appear.

Soil Boring 1

Depth (Feet)	Texture Class	Soil Texture	Structure (For Class III blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
1	↓ ↓	↓ ↓	N/A	None	None	None
2						
3						
4						
5						
6	III	Sandy Clay Loam				



Soil Boring 2

Depth (Feet)	Texture Class	Soil Texture	Structure (For Class III blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
1	↓ ↓	↓ ↓	N/A	None	None	None
2						
3						
4						
5						
6	III	Sandy Clay Loam				

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

Luz Gomez
 Signature of Site Evaluator

4/8/2021
 Date:

**On-Site Sewage Facility
Soil Evaluation Report Information**

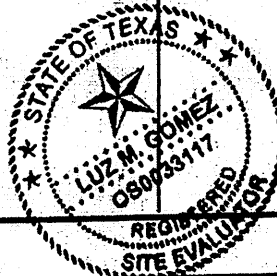
Date Soil Survey Performed: 4/8/2021 County: Hidalgo
 Subdivision: West Tract S473' Lot: 236 Block:
 Name of Site Evaluator: Luz Gomez Registration Number: OS 0033117

Requirements:

- At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
- For subsurface disposal, soil evaluation must be performed to a depth of at least two feet below the proposed excavation depth.
- For surface disposal, the surface horizon must be evaluated.
- Describe each soil horizon and identify any restrictive features on the form. Indicated depths where features appear.

Soil Boring 3

Depth (Feet)	Texture Class	Soil Texture	Structure (For Class III blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
1	↓	↓	N/A	None	None	None
2						
3						
4						
5						
6	III	Sandy Clay Loam				



Soil Boring 4

Depth (Feet)	Texture Class	Soil Texture	Structure (For Class III blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
1	↓	↓	N/A	None	None	None
2						
3						
4						
5						
6	III	Sandy Clay Loam				

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

Signature of Site Evaluator

4/8/2021
 Date:

Hidalgo and Cameron Counties Irrigation District No. 9

General Office

(956) 565-2411
(956) 565-0521 Fax

E-Mail
hccid9@hotmail.com



Randy Winston
General Manager

Debra Pena
Tax Assessor-Collector

P O Box 237 Mercedes, Texas 78570

Date: 10/27/2022

David Salinas
Salinas Engineering and Associates
2221 Daffodil Ave
McAllen, TX 78501

RE: **Groves** Subd. Drainage and Detention

Good Morning Mr. Salinas:

I have received your revised cross section and calculations dated 09/23/2022 for the **Groves** Subdivision modified to include the 50 year detention volume in the proposed drain ditch as shown on your provided cross sections.

HCCID #9 does not object to storing the mandated 50 year detention with the proposed ditch as shown on the cross sections. This Subdivision will require the following:

1. The Proposed Ditch widening, and Detention Area will require outlet controls going into existing ditch
2. Discharge Permit will be required.

The maintenance of this section is outside of the City Limits of Weslaco and will be done by HCDD #1. Please verify final designs with Raul Sesin PE, CFM Hidalgo County Drainage District No. 1 District Manager.

Randall Winston
General Manager

HCCID #9
Mercedes, Texas
956-565-2411



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Raul E. Segin, PE, CFM

District General Manager

Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RICHARD F. CORTEZ
Chairman of the Board

EVERARDO "EVER" VILLARREAL
Board Member

ELLIE TORRES
Board Member

October 24, 2022

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

RE: Salinas Engineering and Associates –Groves Subdivision

This letter is in response to a request from the Engineer of record for Groves Subdivision, David Salinas, PE. HCDD1 has received and approved the drainage statement for the above-mentioned development located in the City of Weslaco ETJ that proposes to widen the adjacent HCCID9 ditch to the south (to be dedicated to HCDD1).

If you should have any questions or require additional information, please feel free to give me a call at (956) 292-7080.

Sincerely,
Hidalgo County Drainage District No. 1

Yvette Barrera, PE, CFM
Assistant General Manager

CC: Raul E. Segin, PE, CFM – District General Manager, HCDD1
Omar Anzaldua, PE, CFM –Assistant General Manager, HCDD1
Isaac Gonzalez, EIT
Alexis Lozano, EIT
Gilberto Aguirre, EIT
Esther Mireles

Final Plat

The Groves

Legend

 The Groves

Google Earth



1000 ft

GROVES SUBDIVISION

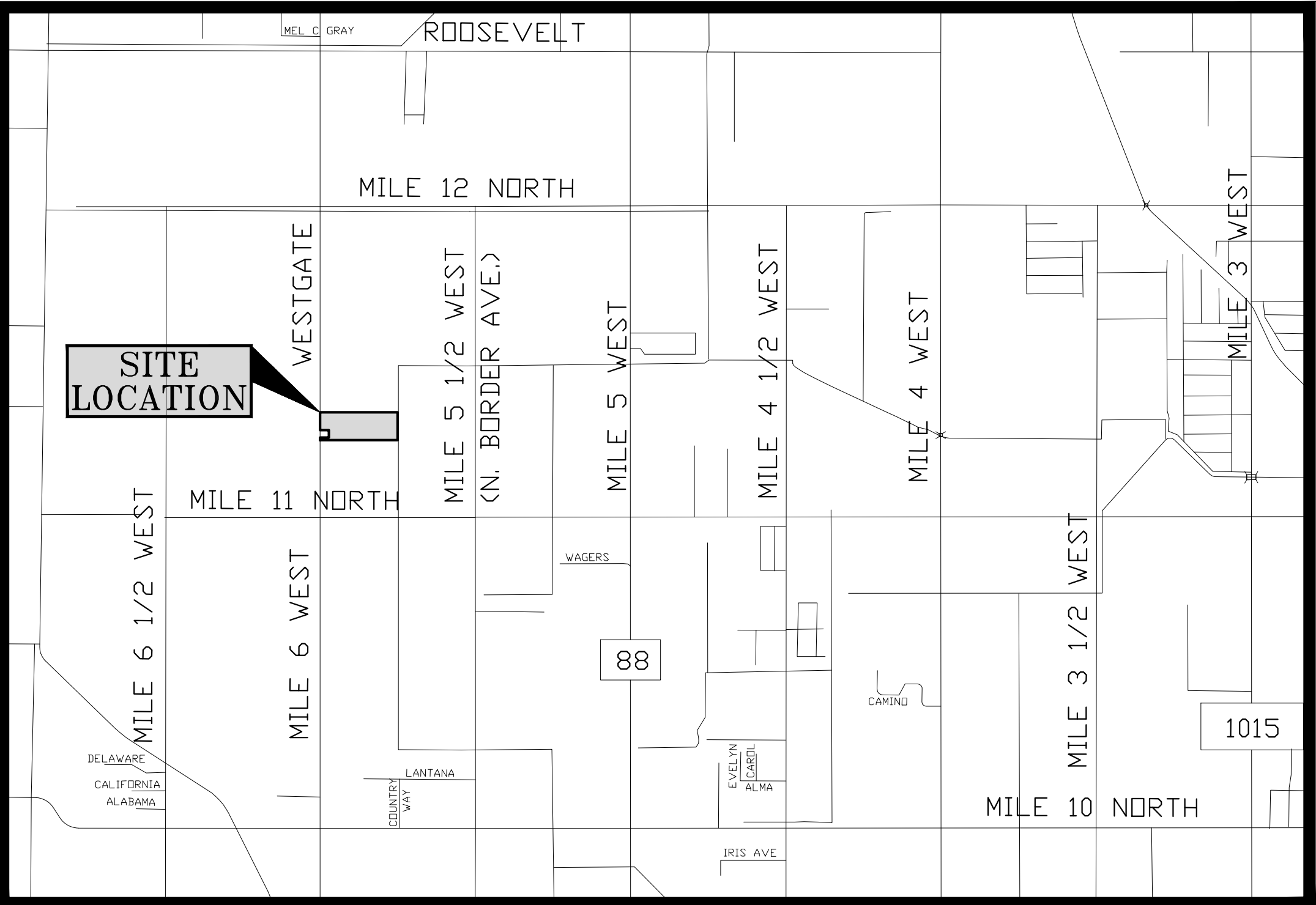
WATER, WASTE WATER OSSF, PAVING AND DRAINAGE IMPROVEMENTS

CITY OF WESLACO ETJ, HIDALGO COUNTY, TEXAS

2022

CITY OFFICIALS

MAYOR CITY OF WESLACO _____ DAVID SUAREZ
COMMISSIONER DISTRICT 1 / MAYOR PRO TEM _____ JOSH PEDRAZA
COMMISSIONER DISTRICT 2 _____ LETTY LOPEZ
COMMISSIONER DISTRICT 3 _____ JOSE "JP" RODRIGUEZ
COMMISSIONER DISTRICT 4 _____ ADRIAN FARIAS
COMMISSIONER AT-LARGE _____ LEO MUNOZ
COMMISSIONER AT LARGE _____ GREG KERR
CITY MANAGER (INTERIM) _____ MARTIN GARZA



LOCATION MAP

SCALE : 1"=2000'

INDEX TO SHEETS

SHEET 1 _____ TITLE SHEET
SHEET 2 _____ GENERAL NOTES, LEGENDS AND ABBREVIATIONS
SHEET 3 _____ SUBDIVISION PLAT
SHEET 4 _____ WATER DISTRIBUTION AND OSSF LAYOUT
SHEET 5 _____ PAVING AND DRAINAGE
SHEET 6 _____ DRAIN DITCH WIDENING
SHEET 7 _____ STORM WATER POLLUTION PREVENTION PLAN
SHEET 8 _____ STREET LIGHTING

CONTRACTOR ACCEPTANCE

UTILITY CONTRACTOR _____ DATE _____

PAVING CONTRACTOR _____ DATE _____

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF WESLACO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71873 ON DECEMBER 05, 2022. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

DAVID O. SALINAS, P.E. # 71973 , R.P.L.S. # 5782 DATE _____

SHEET 1 OF 8

JOB No. SP-19-24928

SEA

SALINAS ENGINEERING & ASSOCIATES, INC.
T.B.E. = F-6875
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL — McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

GENERAL CONSTRUCTION NOTES

1. THE INFORMATION SHOWN ON THESE DRAWINGS INDICATING TYPE AND LOCATION OF UNDERGROUND UTILITIES AND ELECTRICAL UTILITIES IS NOT GUARANTEED TO BE EXACT OR COMPLETE. THE LOCATIONS AND SIZES HAVE BEEN TAKEN FROM FIELD WORK AND EXISTING RECORDS AND THE BEST AS-BUILT INFORMATION AVAILABLE; HOWEVER, IT IS EXPECTED THAT THERE MAY BE SOME DISCREPANCIES IN THE LOCATIONS, QUALITIES AND SIZES SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT TYPE, SIZE AND LOCATION OF ALL UTILITIES AFFECTED BY THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY THE ONE-CALL SYSTEM FOR UTILITY LOCATION/IDENTIFICATION PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ARRANGE FOR THE REPAIR AND RESTORATION OF CONTRACTOR DAMAGED UTILITIES. THE COST OF ANY REPAIR OR REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE CURRENT LINE SPOTTING TOLL FREE NUMBER AND COORDINATE WITH ALL THE UTILITY COMPANIES FOR ACTUAL LOCATING AND UNCOVERING OF EXISTING LINES PRIOR TO EXCAVATION OPERATIONS.

2. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY UNREPORTED OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THIS PROJECT.

3. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE APPLICABLE STATE STATUTES AND THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS (OSHA). COPIES OF THE OSHA STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE. INFORMATION AND RELATED REFERENCE MATERIALS MAY BE OBTAINED FROM O.S.H.A. AT 611 EAST 6TH STREET, ROOM 303, AUSTIN, TEXAS.

4. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A SAFE, NEAT AND WORKMAN LIKE MANNER AT ALL TIMES. JOB SAFETY SHALL NOT BE COMPROMISED. ANY UNSAFE OR UNATTRACTIVE/NUISANCE SHALL BE REMOVED OR OTHERWISE TAKEN CARE OF BY THE CONTRACTOR WHEN DIRECTED BY THE OWNER OR PROJECT ENGINEER.

5. EXCAVATIONS, TRENCHES AND OTHER HAZARDOUS AREAS SHALL BE ADEQUATELY PROTECTED BY BARRICADES, FENCING, LIGHTS AND/OR OTHER PROTECTIVE DEVICES AT ALL TIMES.

6. CONSTRUCTION OF THIS PROJECT WILL BE SUBJECT TO INSPECTIONS AND TESTING AS DEEMED NECESSARY OR APPROPRIATE BY THE ENGINEER AND/OR THE CITY OF WESLACO, HIDALGO COUNTY AND NAWSC. THE CONTRACTOR SHALL FURNISH INCIDENTAL LABOR AND EQUIPMENT TO ALLOW THE TESTING PERSONAL ACCESS TO THE WORK AND WILL COOPERATE FULLY WITH THE PERSONS CONDUCTING THE TESTING AND INSPECTION PROGRAM.

7. A PART OF THE WORK THAT IS NECESSARY OR REQUIRED TO MAKE EACH SYSTEM OR INSTALLATION SATISFACTORY AND OPERABLE FOR ITS INTENDED PURPOSE, EVEN THOUGH IT IS NOT SPECIFICALLY INCLUDED IN THE SPECIFICATIONS OR DRAWINGS, SHALL BE PERFORMED AS INCIDENTAL WORK AS IF IT WERE DESCRIBED IN THE SPECIFICATIONS AND SHOWN ON THE DRAWINGS.

8. THE DRAWINGS DO NOT ALWAYS INDICATE ALL VERTICAL BENDS AND TRANSITIONS. WHEN NECESSARY, MAKE VERTICAL TRANSITIONS BY A DEFLECTION AT THE JOINTS OR THE INSTALLATION OF FITTINGS. DO NOT DEFLECT PIPE JOINTS MORE THAN 80% OF THE MANUFACTURERS' RECOMMENDATION.

9. ALL PIPING MUST BE INSTALLED WITH A MINIMUM OF 36-INCHES OF COVER UNLESS OTHERWISE NOTED ON THE PLANS.

10. ALL EXCAVATION FOR THIS PROJECT SHALL BE UNCLASSIFIED.

11. ALL UTILITIES WHICH ARE TO REMAIN AND WHICH ARE DAMAGED OR REMOVED WILL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE.

12. PIPE SHALL BE BACKFILLED WITH JOINTS EXPOSED FOR TESTING. BEFORE NEW JOINTS ARE COVERED, PRESSURE LINES ARE TO BE HYDROSTATICALLY TESTED AT NOT LESS THAN 150 PSIG FOR A PERIOD OF TWO HOURS. THE OWNER SHALL OBSERVE AND APPROVE OR REJECT THE TEST. REPAIRS, IF REQUIRED, SHALL BE MADE AND THE LINE SHALL BE RETESTED UNTIL APPROVED. TEST SHALL NOT BEGIN UNTIL THRUST BLOKCS HAVE AGED A MINIMUM OF 24 HOURS

13. AS SOON AS PRACTICAL, ALL PORTIONS OF EXCAVATIONS NOT OCCUPIED BY THE PERMANENT STRUCTURE SHALL BE BACKFILLED.

14. CONTRACTOR SHALL REMOVE AND REINSTALL ALL SIGNS, MAILBOXES, FENCES, CULVERTS AND OTHER ITEMS IN WAY OF THE WORK.

15. CONTRACTOR SHALL REPAIR ALL OPEN CUTS OF PAVED AREAS BACK TO BETTER THAN "AS-IS" CONDITION WITH LIKE MATERIALS.

16. PROVIDE INTERIM DRAINAGE DURING CONSTRUCTION AS REQUIRED. USE PUMPS, TEMPORARY DITCHES, ETC. TO MAINTAIN A WELL DRAINED SITE FREE OF STANDING WATER AND WATER SOFTENED SOILS.

17. ANCHOR ALL UNDERGROUND PRESSURE PIPING AS NECESSARY TO PREVENT MOVEMENT UNDER PRESSURE TEST AND SERVICES.

18. ALL REINFORCING STEEL SHALL CONFORM TO ASTM SPECIFICATION A-165, GRADE 60 ALL BARS SHALL CONFORM TO ASTM SPECIFICATION A-305.

19. ALL CONCRETE AND FORM WORK SHALL CONFORM TO CURRENT ACI CODE REQUIREMENTS.

20. THE CONTRACTOR SHALL EXERCISE EXTRA CARE TO PREVENT DAMAGE TO ALL OTHER STRUCTURES IN THE AREA INCLUDING BUILDINGS, FENCES, ROADS, PIPELINES, UTILITIES, ETC., WHETHER PUBLICLY OR PRIVATELY OWNED.

21. UNTIL ACCEPTANCE BY THE ENGINEER OF ANY OR ALL OF THE CONSTRUCTION, AS PROVIDED FOR IN THE PLANS AND SPECIFICATIONS, AND ACCEPTANCE BY THE PROPER UTILITY PROVIDER, IT SHALL BE UNDER THE CHARGE AND CARE OF THE CONTRACTOR. THE CONTRACTOR SHALL TAKE EVERY NECESSARY PRECAUTION AGAINST TO ANY PART OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD, AT HIS OWN EXPENSE, OF ALL THE DAMAGE TO ANY PORTION OF THE WORK BEFORE ITS ACCEPTANCE.

22. NO OPEN TRENCHES OR EXCAVATION SHALL BE LEFT OPEN OVERNIGHT.

23. ALL WATERLINE TAPS AND WATER METERS SHALL BE INSTALLED BY CONTRACTOR. COORDINATE WITH THE N.A.W.S.C. BEFORE COMMENCING ANY UTILITY WORK.

24. COORDINATE WITH GRADING PLANS FOR WATER LINE AND STORM LINES INSTALLATION.

25. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND PAY ALL APPLICABLE PERMIT FEES. CONTRACTOR SHALL PROVIDE PROOF TO THE ENGINEER THAT SAID PERMITS HAVE BEEN OBTAINED, INCLUDING THOSE FROM THE CITY OF WESLACO, PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

26. CONTRACTOR SHALL VISIT SITE PRIOR TO BIDDING TO VERIFY EXISTING CONDITIONS.

27. BOTH SITE AND BUILDING CONTRACTORS TO VERIFY EXISTING SITE ELEVATIONS PRIOR TO POURING CONCRETE TO VERIFY ACCESSIBILITY.

28. PERMIT NEEDED FROM COUNTY OF HIDALGO BUILDING DEPARTMENT AND PRE-CONSTRUCTION CONFERENCE NEEDED WITH CITY OF WESLACO, COUNTY OF HIDALGO AND N.A.W.S.C.

29. CONTRACTOR TO LEAVE OPENINGS IN CURB AT SIDEWALK RAMP LOCATIONS.

30. CONSULT WITH PROPERTY OWNER BEFORE RELOCATING EXISTING FENCES THAT MIGHT BE IN THE WAY OF THE CONSTRUCTION AREA AND/OR CONSTRUCTION PLANS.

31. TEXAS ACCESSIBILITY STANDARDS SPECIFICATIONS SHALL PREVAIL WHEN PERTAINING TO HANDICAP PARKING SPACES. TEXTURED FINISHES, RAMPS, ACCESS LANES, ETC. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE COMPLIANCE WITH APPLICABLE AMERICAN WITH DISABILITIES ACT REGULATIONS. CONTRACTOR SHALL PRESENT ANY CONFLICTS BETWEEN THE CIVIL PLANS AND THE TDLR/ADA REQUIREMENTS TO THE ENGINEER PRIOR TO CONSTRUCTION.

32. WHEN NECESSARY, CONTRACTOR SHALL EMPLOY TRAFFIC CONTROL MEASURES FOR CONSTRUCTION. CONTRACTOR SHALL PRESENT THE ENGINEER COPIES OF THE TRAFFIC CONTROL PLANS; PRIOR TO CONSTRUCTION ANY TRAFFIC CONTROL MEASURES SHALL COMPLY WITH CURRENT MUTCD (MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES) AND TxDOT REGULATIONS, WHERE APPLICABLE.

33. THE CONTRACTOR SHALL STRICTLY ADHERE TO TCEO RULES AND REGULATIONS FOR THE INSTALLATION AND TESTING OF DOMESTIC WATER AND WASTEWATER SYSTEMS AS DETAILED IN 30 TAC, CHAPTER 317.1 OF THE TNRC/TCEO RULES. ALL MINIMUM SEPARATION DISTANCES AND CROSSINGS REQUIREMENTS ARE TO BE STRICTLY ADHERED TO. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR THE ADHERENCE TO THESE REQUIREMENTS.

GENERAL NOTES - WATER LINE

1. ALL WATER LINE CONSTRUCTION SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE NORTH ALAMO WATER SUPPLY CORPORATION (NAWSC) INCLUDING THE PROVISIONS OF PUBLIC WATER SYSTEMS CHAPTER 30 TAC CHAPTER 290, SUB-CHAPTER D 290.38-290.47.

2. MINIMUM COVER FROM TOP OF WATER LINE IS 40 INCHES UNLESS OTHERWISE DIRECTED BY THE NAWSC.

3. ALL WATER LINE CONSTRUCTION SHALL CONSIST OF C-900 DR-18 UNLESS OTHERWISE DIRECTED BY THE NAWSC.

4. ALL PRESSURE WATER LINE AND FIRE HYDRANT TESTING AND CHLORINATION TESTING SHALL COMPLY WITH THE TESTING PROCEDURES OUTLINED BY THE LATEST VERSION OF THE AWWA STANDARDS FOR WATER LINES AND FIRE HYDRANTS AND/OR AS DIRECTED BY THE NAWSC.

5. THE CONTRACTOR SHALL INSTIGATE CORRECTIVE ACTION FOR ANY TESTING THAT FAILS AND MUST HAVE THE WATER LINE/HYDRANT RE-TESTED AT THE CONTRACTOR'S EXPENSE UNTIL ALL TESTING HAS BEEN SATISFACTORILY COMPLETED.

6. THRUST-BLOCKING SHALL BE PROVIDED FOR ALL FIRE HYDRANTS AND CHANGE OF LINE DIRECTION UNLESS OTHERWISE DIRECTED BY THE NAWSC.

7. CONTRACTOR TO MARK ON THE CONCRETE CURB LOCATION OF WATER LINE SERVICE CONNECTIONS BY INDICATING A "W" WHERE A WATER SERVICE CONNECTION HAS BEEN PLACED.

8. A BLUE REFLECTOR SHALL BE LOCATED IN THE CENTER OF THE ROADWAY DIRECTLY ACROSS FROM A FIRE HYDRANT.

9. ANY WATER GATE VALVES LOCATED WITHIN PAVED ROADWAY SECTIONS MUST BE ENCASED BY A 12" BY 12" BY 4" DEEP CONCRETE COLLAR, OR, AS APPROVED BY THE NAWSC.

10. FIRE HYDRANT FLANGE SHALL BE LOCATED NOT MORE THAN 12 INCHES FROM GRADE, DR, TOP OF CURB, WHICHEVER IS GREATER.

11. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WATER LINE TESTING FEES THAT FAIL GEOTECHNICAL TESTING.

12. CONTRACTOR CANNOT BEGIN ANY WATER LINE CONSTRUCTION UNLESS ANY AND ALL UTILITY PROVIDERS HAVE BEEN NOTIFIED OF PENDING CONSTRUCTION.

13. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES INCLUDING BUT NOT LIMITED TO GAS LINES, TELEPHONE AND TELEVISION CABLE, IRRIGATION DISTRICT, AEP, MAGIC VALLEY CO-OP, ETC.

14. CONTRACTOR MUST PROVIDE A 48 HOUR NOTICE TO THE NAWSC PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

15. ANY DEVIATION FROM THESE PLANS MUST FIRST BE APPROVED BY THE ENGINEER, CITY OF WESLACO, COUNTY OF HIDALGO AND THE NAWSC.

16. THE CONTRACTOR MUST PROVIDE TO THE ENGINEER WITHIN 10 DAYS AT END OF ALL WATER LINE CONSTRUCTION AS-BUILT OF PLANS OF ALL WATER LINE CONSTRUCTION. A MARKED UP CONSTRUCTION COPY OF THE WATER LINE CONSTRUCTION WILL BE ACCEPTABLE.

17. ENGINEER SHALL PROVIDE ALL OF THE CONSTRUCTION STAKING FOR ALL PUBLIC IMPROVEMENTS.

18. ALL GATE VALVES SHALL HAVE A 12"x12" CONCRETE COLLAR. (SEE WATER DETAILS)

19. ALL UTILITIES NEED DENSITY TESTING, ALL IN ACCORDANCE TO CITY OF WESLACO UTILITY TESTING STANDARDS.

20. ALL CURB LINES IN FRONT OF FIRE HYDRANTS SHALL BE PAINTED RED IN ACCORDANCE WITH THE RULES AND REQUIREMENTS OF THE CITY OF WESLACO FIRE DEPARTMENT. THE CONTRACTOR SHALL CONTACT THE FIRE DEPARTMENT FOR SPECIFIC PAINTING DETAILS (COLOR, SHINE, LENGTH OF COLOR ALONG THE CURB, ETC.) THESE PLANS DO NOT INCORPORATE ANY PAINTING DETAILS OR REQUIREMENTS.

GENERAL NOTES - WASTE WATER OSSF

1. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH 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 SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

F. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

G. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
ANCHORING THE SEPTIC TANK(S).
BBOX FLOW VALVES.
SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

GENERAL PAVING NOTES

HMAC (ASPHALT PAVING)

1. PAVEMENT TESTING AND COMPACTION SHALL BE AS FOLLOWS:

SUBGRADE: 95% PROCTOR AT EVERY 1,000 SQUARE YARDS;

BASE: 98% PROCTOR AT EVERY 1,000 SQUARE YARDS;

HMAC: EVERY 1,500 SQUARE YARDS OR FRACTION THEREOF FOR THICKNESS VERIFICATION.

2. MAXIMUM ROADWAY CONSTRUCTION LIFTS FOR SUBGRADE COURSE SHALL BE SIX (6) INCHES AND COMPACTED TO 95% ASTM D689. MIN. PERMISSIBLE PLASTICITY INDEX IS 18. PI TO BE CONFIRMED BY GEOTECH REPORT.

3. MAXIMUM ROADWAY CONSTRUCTION LIFTS FOR CALICHE BASE MATERIAL SHALL BE EIGHT (8) INCHES AND MATERIALS SHALL CONSIST OF TEXAS HIGHWAY DEPARTMENT ITEM 248, TYPE F, GRADE 2 OR 3. COMPACTION SHALL BE A MINIMUM OF 95% OF ASTM D1557.

4. 2" (INCHES) (THICKNESS) OF HMAC SHALL BE PROVIDED USING TEXAS HIGHWAY DEPARTMENT ITEM 340, TYPE D FOR ALL ASPHALT AREAS.

5. ALL FINISHED CALICHE BASE COURSE SHALL BE COATED WITH PRIME MC-30 AT A RATE OF 0.20 GALLONS PER SY. TACK COAT RATE SHALL BE 0.10 GALLONS PER SY.

6. OWNER SHALL PAY FOR ALL ROADWAY TESTING AS AUTHORIZED BY ENGINEER. ALL ROADWAY TESTS THAT FAIL SHALL BE PAID FOR BY THE CONTRACTOR AFTER CORRECTION OF PROBLEM.

7. IF ANY QUESTIONS ARISE DURING CONSTRUCTION PERTAINING TO THE QUALITY OR QUANTITY OF MATERIALS USED ON SAID ROADWAY, THE CONTRACTOR SHALL PROVIDE MATERIAL TICKETS AND/OR RECEIPTS STATING THE TYPE, GRADE AND QUANTITY OF MATERIALS USED.

8. ALL PAVING SHALL BE IN ACCORDANCE WITH THE PAVING PLANS AND SPECIFICATIONS. DEVIATION FROM THESE PLANS AND SPECIFICATIONS BY THE CONTRACTOR ARE NOT PERMITTED WITHOUT FIRST WRITTEN AUTHORIZATION FROM THE PROJECT ENGINEER.

9. IMPORTANT! CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION FOR ALL TRAFFIC AFFECTED BY THE WORK WITH SIGNS, FLAGS, LIGHTS AND FLAG MAN AS REQUIRED BY THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ALONG ALL ROADWAYS.

10. LOCATION, IDENTIFICATION AND RELOCATION OF UTILITIES (IF ANY) SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY PERMITS REQUIRED SHALL BE PROVIDED BY THE CONTRACTOR.

11. ALL PAVING CONSTRUCTION SHALL BE WARRANTED BY THE CONTRACTOR FOR A PERIOD OF ONE (1) YEAR BEGINNING FROM THE DATE OF ACCEPTANCE OF THE CONSTRUCTION BY THE CITY OF WESLACO, HIDALGO COUNTY AND THE OWNER.

12. CONTRACTOR SHALL PROVIDE FOR THE CENTERLINE STRIPPING OF MILE 11 NORTH ROAD AND MILE 5 1/2 WEST ROAD IN ACCORDANCE WITH STANDARS PAVING AND STRIPPING REQUIREMENTS OF THE CITY OF WESLACO.

GENERAL CONCRETE PAVEMENT NOTES

13. ALL CONCRETE SHALL BE TYPE-1, 3,000 P.S.I. 28-DAY COMPRESSIVE STRENGTH:

Class Of Concrete	Minimum Maximum Strength Per CY	Minimum Comp. Strength 28-day PSI	Minimum Beam Strength 7-day PSI	Maximum Water Cement	Coarse Aggregate Number
A	5.0	3000	500	6.5	2-3-4

14. ALL STORM DRAINAGE PIPE SHALL BE AS SHOWN ON THE PAVING AND DRAINAGE PLAN.

15. MINIMUM CONCRETE THICKNESS SHALL BE AS SHOWN ON DETAIL ON PAGE 5 OF 8 FOR ALL VALLEY GUTTER AND CONCRETE APRONS WHICH IS IN ACCORDANCE WITH CITY OF WESLACO STANDARDS.

16. EXPANSION JOINTS SHALL BE EXPANSION JOINTS SHALL BE FILLER TYPE (TYP.) HAVING A THICKNESS OF 3/4 INCH.

17. TESTING OF CONCRETE SHALL BE AS DIRECTED BY ENGINEER AND THE CITY OF WESLACO.

18. ANY PAVEMENT, BASE COURSE OR SUBGRADE TESTING THAT FAILS SHALL BE PAID FOR BY THE CONTRACTOR.

19. ALL RIP-RAP CONSTRUCTION IN THE H.S.D.D. No.1 DRAINAGE DITCH SHALL BE IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PAVING/DRAINAGE PLAN,OR, AS OTHERWISE APPROVED BY THE H.C.D.D. No.1 AND COUNTY OF HIDALGO.

20. SHOULD A TRAFFIC PLAN BE REQUIRED, THE CONTRACTOR WILL RETAIN THE SERVICES OF A LICENSED PROFESSIONAL ENGINEER TO PREPARE, SEAL AND SIGN THE TRAFFIC CONTROL PLAN.

21. ENGINEER SHALL PROVIDE ALL OF THE CONSTRUCTION STAKING FOR ALL PUBLIC IMPROVEMENTS.

TRAFFIC SIGN CONTRACTOR SHALL PROVIDE FOR THE FOLLOWS:

1. CONTRACTOR TO PROVIDE FOR BREAK-A-WAY SIGNS (BOLTED AT THE BOTTOM) AND BE PROVIDED WITH SUFFICIENT CONCRETE BASE SO AS TO PREVENT ANY LEANING TO THE SIDE.

2. CONTRACTOR SHALL CONSULT WITH THE CITY AS TO TYPE OF TRAFFIC SIGNS, SIZE OF LETTERING, SIZE OF SIGN (SIGN DIMENSIONS) AND SHALL PROVIDE FOR DIRECTIONAL ARROWS AND BLOCK NUMBERS ON EACH SIGN.

3. ALL SIGNS ATTACHED TO TOP OF SIGN POST MUST BE BOLTED TO THE SIGN.

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF WESLACO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON DECEMBER 05, 2022, IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

Sheet Title:

Project:



David Omar Salinas
Registered Professional
Engineer # 71973

Date: 12/05/22

Scale: 1' = 50'

Designed By: D.O.S.

Drawn By: A.E.

Checked By: D.O.S.

Approved By: D.O.S.

Project No: SP-19-24928

Drawing No: GROVE_SUBD.DWG

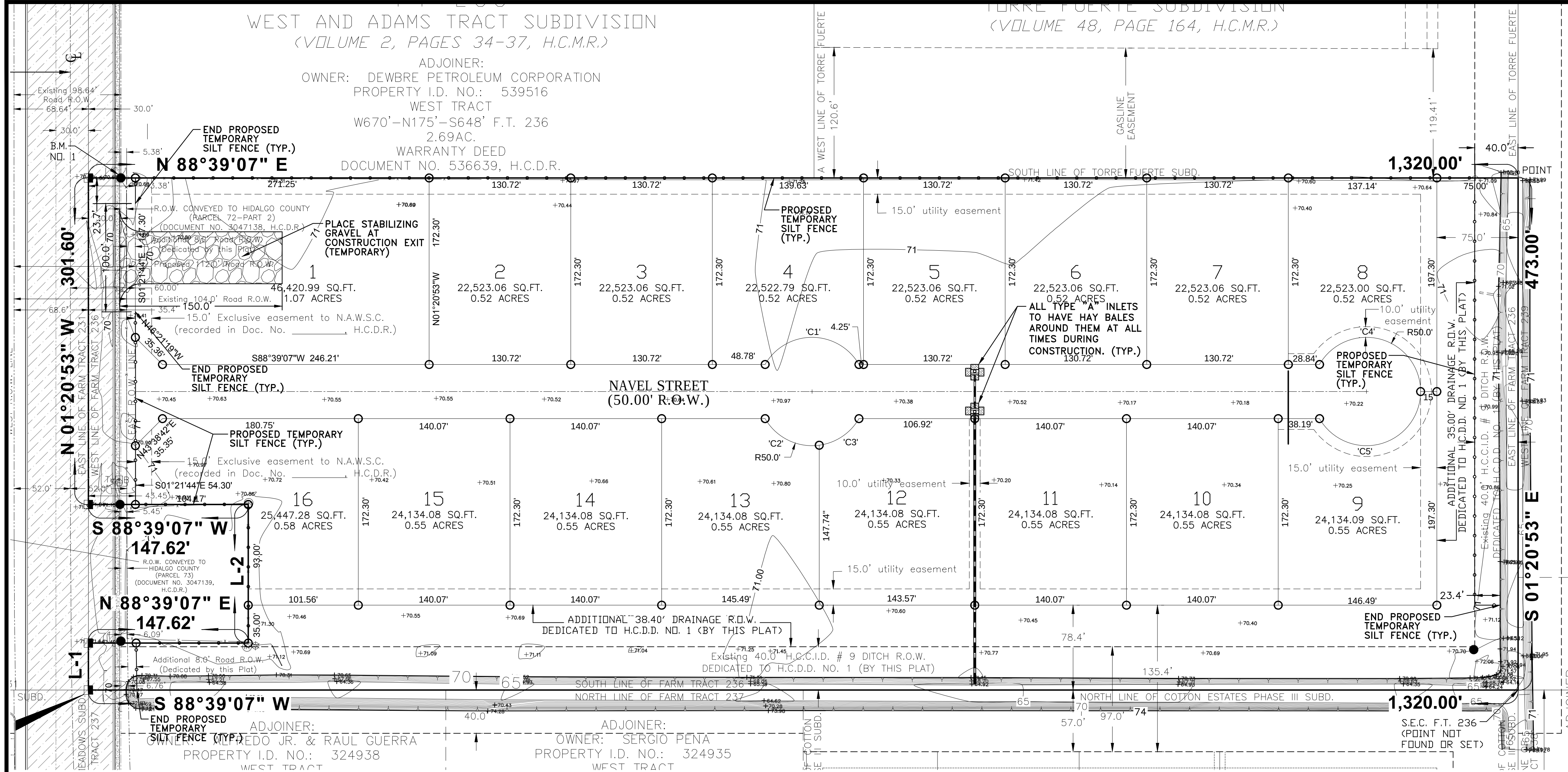
Sheet of 8

GENERAL NOTES, LEGENDS
AND ABBREVIATIONS

SEFA
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(F-6675)-ENGINEER
(10065700)-SURVEY
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22221 DAFFODIL - MCALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

WEST AND ADAMS TRACT SUBDIVISION
(VOLUME 2, PAGES 34-37, H.C.M.R.)

ADJOINER:
OWNER: DEWBRE PETROLEUM CORPORATION
PROPERTY I.D. NO.: 539516
WEST TRACT
W670'-N175'-S648' F.T. 236
2.69AC.
WARRANTY DEED
DOCUMENT NO. 536639, H.C.D.R.



EROSION GENERAL NOTES:

- IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER OF COMPLIANCE WITH FEDERAL REGULATIONS. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TDEQS) GENERAL PERMIT NO. TXR15000 TO DISCHARGE WASTE FROM CONSTRUCTION SITES ISSUED AND EFFECTIVE MARCH 5, 2003.
- THE STORM WATER POLLUTION PLAN SHOULD ADDRESS THREE GOALS: A) DIVERSION OF UPS LOPE WATER AROUND DISTURBED AREAS OF THE SITE; B) LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND C) REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
- THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST TO (EPA).
- THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EFFECTIVE PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE BY THE OWNER.
- STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES, REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
- AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.
- ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.
- THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR; REGULAR COLLECTION OF WASTE; CONVENIENTLY LOCATED WASTE RECEPTACLES; AND DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.
- THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
- AREAS OF CONSTRUCTIONS ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON PLANS.
- BORROW AREAS IF EXCAVATED SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BE PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP 3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
- ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING THIS INCLUDES ALL DITCHED AND ENBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.
- THE CONTRACTOR SHALL CONSTRUCT A SINGLE STABILIZED CONSTRUCTION EXIT PRIOR TO EXISTING ONTO ANY PAVED ROADWAY.

GENERAL NOTES:

- STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
- THE TOP OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADED OR MECHANICAL TRENCHER, SO THAT THE DOWN SLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN HEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE AS NECESSARY TO PREVENT FLOW UNDER FENCE.
- THE TRENCH MUST BE A MINIMUM OF 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAND IN THE GROUND AND BACKFILLED.
- SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OF TO BACKING SUPPORT WITH IS TURN ATTACHED TO THE STEEL FENCE POST FABRIC SHALL OVERLAP AT ABUTTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
- INSPECTION SHALL BE MADE BI-WEEKLY OR AFTER EACH RAINFALL, REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
- SILT FENCE SHALL BE REMOVED WHEN THE SILT IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
- ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES, THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2-YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT.

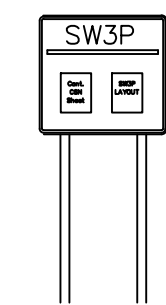
SEDIMENT CONTROL FENCE IS NOT RECOMMENDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN TWO ACRES.

GENERAL NOTES:

- The alphabets and lateral spacing between letters and numerals shall conform with the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways", (TMUTCD) latest edition, and the "Compliant Work Zone Traffic Control Devices List". Lateral spacing of text shall provide a balanced appearance. All materials shall conform to Department Specifications.
- Legend and border may be applied by reverse screening process with transparent colored ink, cut-out white reflective sheeting applied to colored background or combination thereof. Background shall be reflective sheeting Type C.
- CSN Sheets will be laminated and attached to the sign with an adhesive. Ensure sheets remain dry.(See Figure 1).
- SW3P Signs should be placed just inside the ROW line at the project limits at a readable height. It may be placed perpendicular or parallel to ROW line. If the sign cannot be placed outside the clear zone, it will be mounted per TMUTCD requirements.
- Final location of the signs will be as approved by the Engineer.

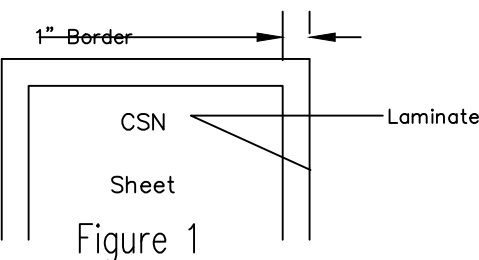
Sign Dimensions
36" X 36"

Letters - White
Numbers - White
Border - White
Background - Blue



SW3P SIGN

Contractor
Construction Site Note
(CSN)



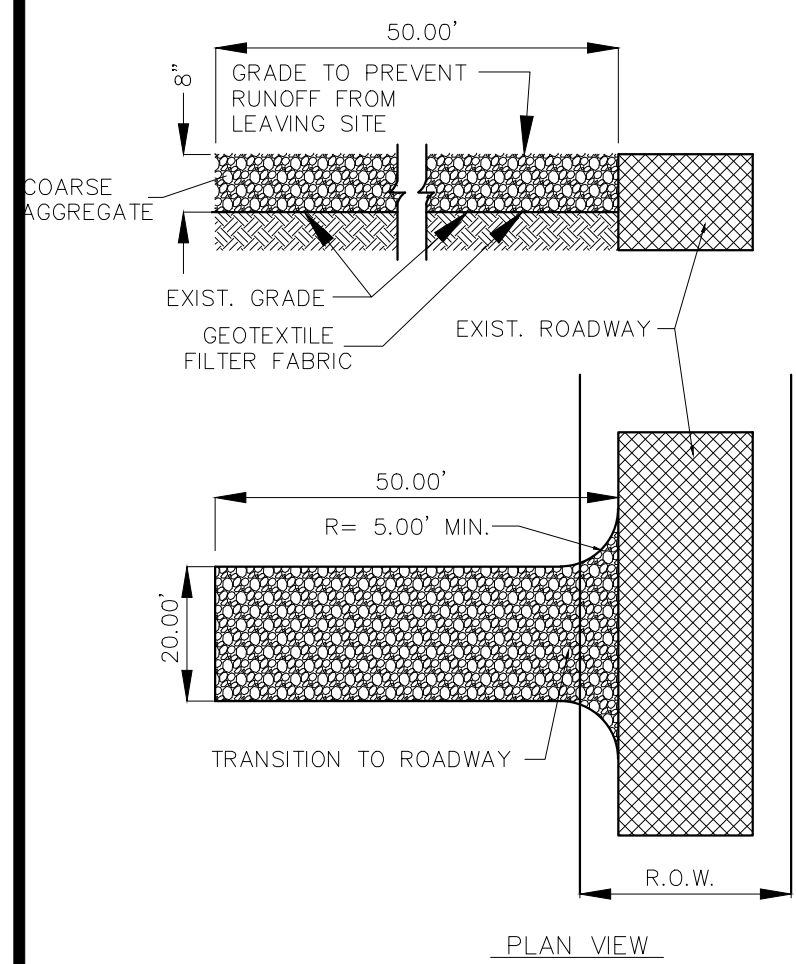
DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF WESLACO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON DECEMBER 05, 2022. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

NOTES:

- STONE SHALL BE 3 TO 5 INCH DIA. CRUSHED ROCK OR ACCEPTABLE CRUSHED CEMENT CONCRETE.
- CLEAR ALL VEGETATION, ROOTS AND ALL OTHER OBSTRUCTIONS IN PREPARATION FOR GRADING.
- PRIOR TO PLACING GEOTEXTILE FILTER FABRIC MAKE SURE THAT THE ENTRANCE IS PROPERLY GRADED AND COMPACTED.
- GEOTEXTILE FILTER FABRIC LINING UNDER CONSTRUCTION EXIT STONE. IF GEOTEXTILE FILTER FABRIC HAS BEEN DAMAGED IT SHALL BE REMOVED AND REPLACED.
- WHEN NECESSARY VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN DITCH OR WATERCOURSE USING APPROVED METHODS.
- THE ENTRANCE SHALL BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRED PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PAVEMENT SURFACES, MUST BE REMOVED IMMEDIATELY.

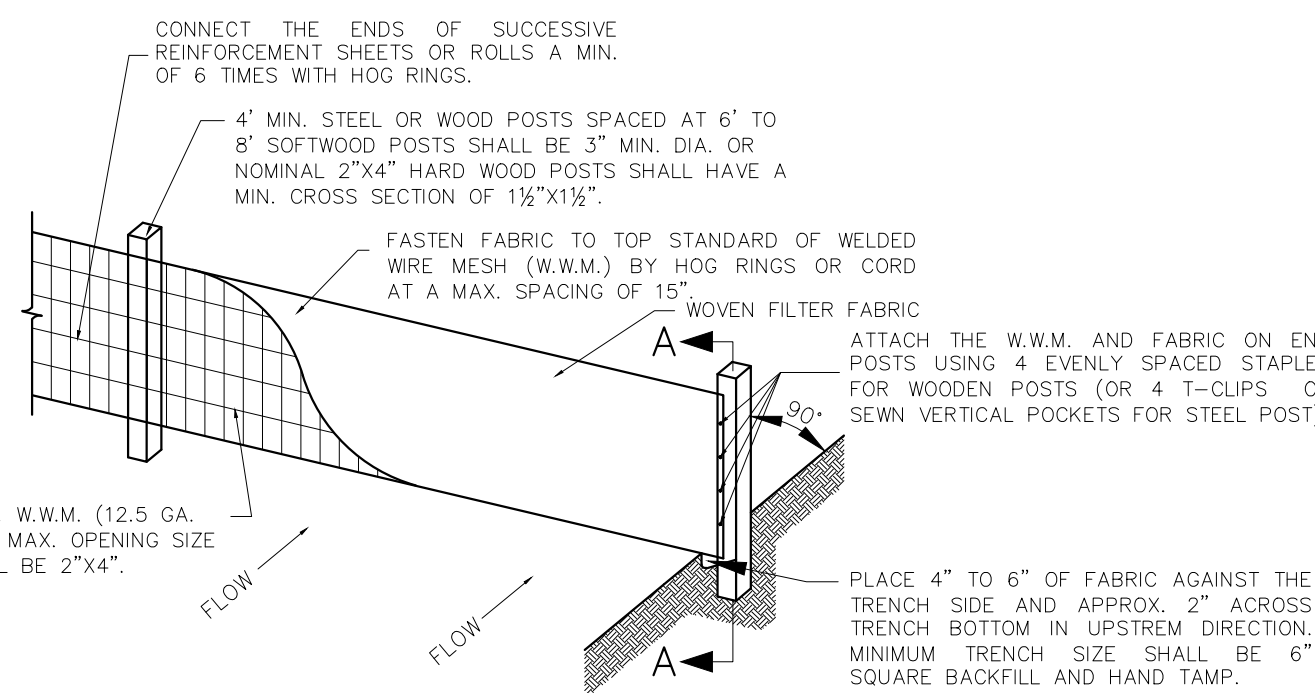
STABILIZED CONSTRUCTION EXIT

N.T.S.



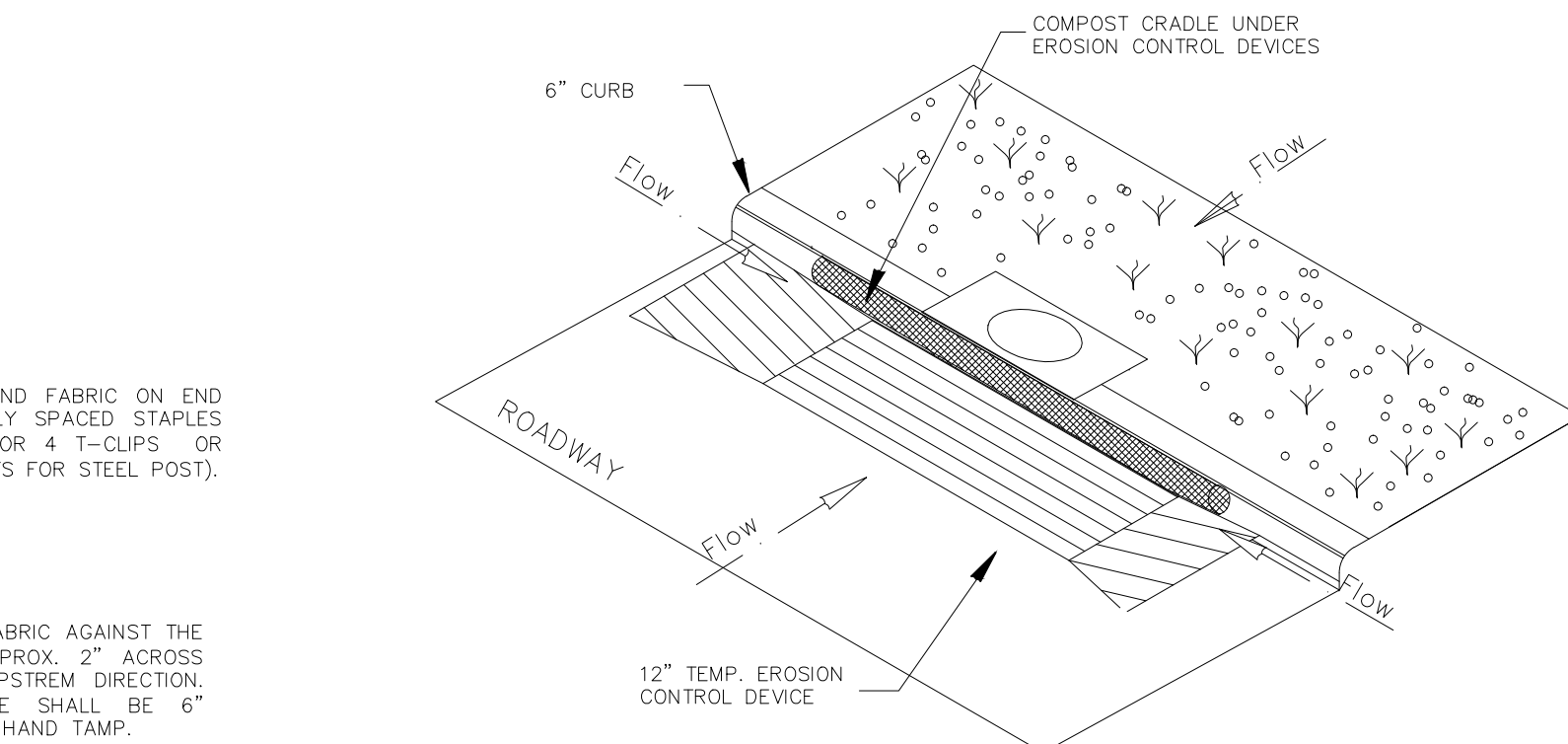
TEMPORARY SEDIMENT CONTROL FENCE

N.T.S.



CURB INLET SEDIMENT TRAP

N.T.S.

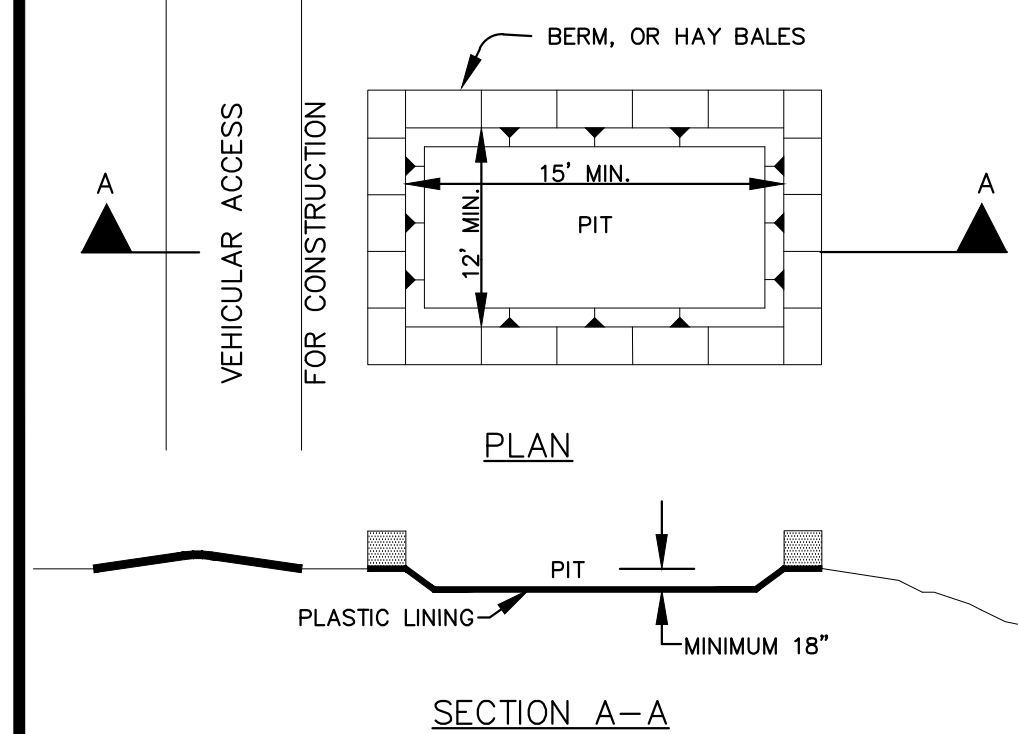


NOTES:

- The plastic lining should be free of tears or holes that allow the washwater to escape.
- If hay bales are used, they shall be placed in accordance with details shown on Exhibit for hay bales.
- Washout pit shall be located in an area easily accessible to construction traffic.
- Washout pit shall not be located in areas subject to inundation from storm water runoff.

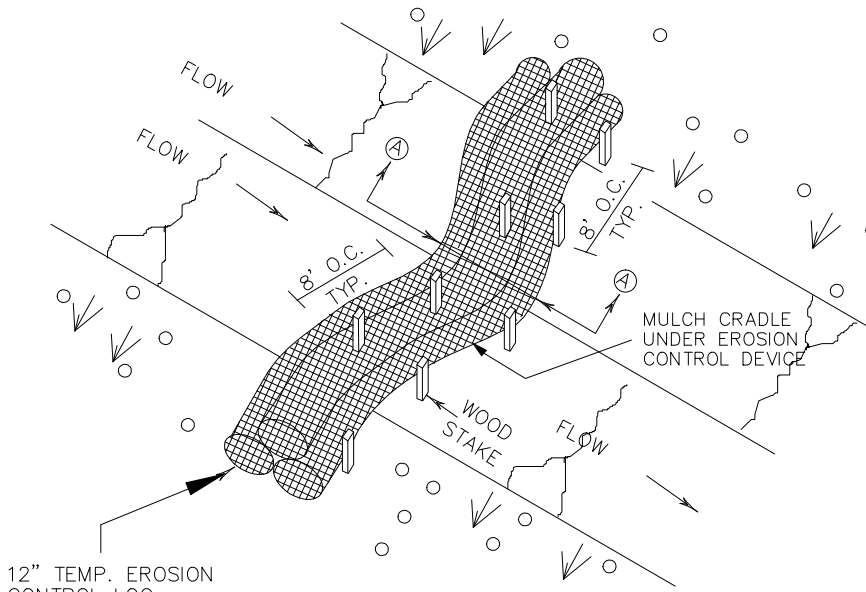
CONCRETE TRUCK WASHOUT PIT

N.T.S.



DITCH LINE SEDIMENT TRAP

N.T.S.



SEA
SALINAS ENGINEERING & ASSOC.
(F-6675)-ENGINEER
(10065700)-SURVEY
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL - MCALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

**STORM WATER POLLUTION
PREVENTION PLAN**

Sheet Title:

GROVES SUBDIVISION

Project:



David Omar Salinas
Registered Professional
Engineer # 71973

Date: 12/05/22

Scale: 1" = 60'

Designed By: D.O.S.

Drawn By: A.E.

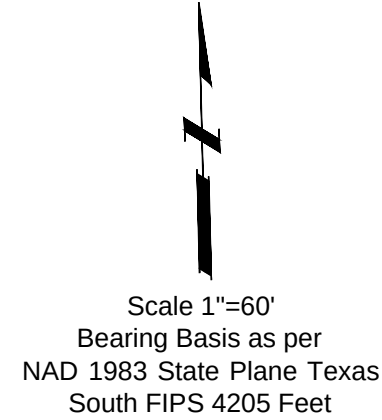
Checked By: D.O.S.

Approved By: D.O.S.

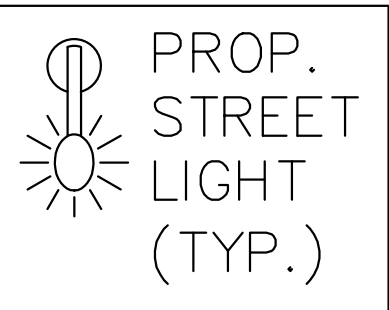
Project No: SP-19-24928

Drawing No: GROVE_SUBD.DWG

Sheet of 8



LEGEND	
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD
⌛	SET NAIL
R.O.W.	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
N.E.C.	NORTHEAST CORNER
S.E.C.	SOUTHEAST CORNER
S.W.C.	SOUTHWEST CORNER
N.W.C.	NORTHWEST CORNER
H.C.M.R.	HIDALGO COUNTY MAP RECORDS
H.C.O.R.	HIDALGO COUNTY OFFICIAL RECORDS
H.C.D.R.	HIDALGO COUNTY DEED RECORDS
U.E.	UTILITY EASEMENT
U.E.B.T.P.	UTILITY EASEMENT BY THIS PLAT
N.A.W.S.C.	NORTH ALAMO WATER SUPPLY CORPORATION



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SE A
SALINAS ENGINEERING & ASSOC.
(F-6675)-ENGINEER
(00637006)-SURVEYORS
CONSULTING ENGINEERS & SURVEYORS
2221 DAFTODIL - McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

STREET LIGHT LAYOUT

Sheet Title:

GROVES SUBDIVISION



David Omar Salinas
Registered Professional
Engineer # 71973

Date: 12/05/22

Scale: $1' = 60'$

Designed By: D.O.S.

Drawn By: A.E.

Checked By: D.D.S.

Approved By: D.D.S.

Project No: SP-19-24928

Drawing No.: GROVE_SUBD.DWG

Sheet of





Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-61	
From:			
Subject: Discussion and consideration on Ordinance 2024-19 amending Electioneering Ordinance 2022-22 regarding the drawing of assigned spaces for electioneering purposes for non-local races and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-19. Possible action. (Staffed by City Secretary Department.)			
Background: The electioneering ordinance was introduced because of issues presented during elections. Originally, there were no reasonable restrictions on what could be done on city property and faced with opposition from candidates wanting to place political signs in and around city hall. Since the inception of the electioneering ordinance, we have seen a uniformity of political signs as well as a consistency of political/campaigning activities. The proposed ordinance will address concerns and complaints voiced to our office.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve subject to any comments from the commission.			
Staff Recommendation:			
Attachments, if any: O2024-19 electioneering ordinance amendment- DRAFT			
Responsibilities upon Approval:			

AN ORDINANCE AMENDING ORDINANCE NUMBER 2022-22 AS CODIFIED IN THE CODE OF ORDINANCES AS CHAPTER 114 SECTION 114.06 “SPECIAL SIGN CATEGORIES, PERMITTED, AND PROHIBITED SIGNS,” ADDING SUCH SECTIONS TO PROVIDE FOR THE PLACEMENT OF POLITICAL SIGNS ON PRIVATE PROPERTY, TO PROVIDE FOR THE REGULATION OF ELECTIONEERING ON PUBLIC PROPERTY AND ELECTION POLLING PLACES; TO PROVIDE A REPEALING CLAUSE; TO PROVIDE A SEVERABILITY CLAUSE; TO PROVIDE A PENALTY FOR EACH OFFENSE; AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, the 83rd Texas Legislature passed House Bill 259 in 2013, modifying Texas Election Code Sections 61.003 and 85.036 and requiring an entity that controls or owns a public building used as a polling location to allow electioneering on the premises subject to reasonable regulations on time, place, and manner; and

WHEREAS, according to this new law, “electioneering” includes the posting, use, or distribution of political signs or literature; and

WHEREAS, polling locations include facilities that simultaneously are used for other purposes and for which adequate parking and safe access thereto must be maintained and blight, distraction, and nuisance must be mitigated in service to the whole community; and

WHEREAS, desiring to balance civil liberties with public safety, the Commission finds that the adoption of regulations is warranted to preserve the general health and welfare of the citizens of Weslaco, and

WHEREAS, the purpose of this Ordinance is to provide reasonable regulations for electioneering on City owned or controlled property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes, and provide a fairly and equitable opportunity for all candidates and advocates for and against measures to conduct electioneering at City-owned polling places.

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

SECTION 1. That the Code of §114.06, “Special Sign Categories, Permitted, and Prohibited Signs,” is hereby amended to read as follows:

- (a) Definitions. The following words or phrases as used in this article shall have the meanings as set forth:

Canvassing shall mean where one person engages another person by a verbal exchange, provides literature or brochure to another person with a message that involves a political issue or material.

Electioneering shall mean the posting, use, or distribution of political signs or literature, including but not limited to the use of trailers, chairs, booths, tables, tents, and canopies or other furniture, structures, vehicles, or devices to post, use or distribute political signs or literature.

Polling Place shall mean any property, building and grounds, wherein federal, state, or local election officials are conducting voting under the Texas Election Code and/or Home Rule Charter.

City-owned polling place means a building owned or controlled by the city, inclusive of the tract of land on which said building, designated as polling place pursuant to Chapter 43 of the Texas Election Code, is located.

Political Signs shall mean place cards, banners, or other printed materials that promote the adoption or defeat of any place on the ballot, including the candidacy of an individual, proposition, or referendum.

Tent – shall include a structure, enclosure, or shelter, with or without sidewalls or drops, constructed of fabric or pliable materials supported by any manner to include patio covers, large umbrellas, beach umbrellas, sun coverings, tarps.

Public Property shall mean real property, streets, roadways, easements, alleys, parks, buildings and grounds owned or controlled by any public institution or taxing authority, including the City, School District, College Campus, Drainage or Irrigation District, or other governmental entity, or any property designated as a lawful polling place under the Texas Election Code.

Voting Period shall mean the advertised time certain when polls open until the polls close, or the last voter has voted, whichever is later, on Election Day, the Early Voting Period, and any Election Runoff period or day.

- (b) A property owner may place or maintain on private property, sign(s) with a political reference or message regarding an issue or candidate in conformance with the permitted signs by type and zoning district as outlined in this Code and will not be any closer than five feet from the edge of the street pavement or anywhere that obstructs vision for traffic or fifteen feet from the corner. All signs must comply with all state and federal requirements, including Texas Election Code Chapters 255 and 259.003, and Texas

Transportation Code Chapters 392 and 393. No sign permit nor permit fee is required for political signs on private property.

- (c) These regulations shall not apply to any City of Weslaco authorized signs, materials, or other messages on its property.
- (d) Nothing contained in this section shall impair any right to engage in constitutionally protected free speech in other public forums subject to the restrictions set forth herein. Nor shall anything in this article be construed as authorizing electioneering within any area of the premises of a polling place in violation of any provision of the Texas Election Code.
- (e) Canvassing and electioneering shall be prohibited on public property owned or controlled by the City of Weslaco except as regulated at a polling place and only during the voting period defined as follows:

Time

~~It is an offense should any candidate or person cause, permit, suffer or allow canvassing or electioneering at a polling place owned or controlled by the City of Weslaco any sooner than 5:30 p.m. the regular business day immediately preceding when the polls open and any later than 48 Hours (2 Days) after the polls close for each voting period.~~

Persons with political signs, literature, or other political material (i.e. to conduct electioneering) may enter city owned property no earlier than 5:30 pm on the regular business day before the Early Voting Period or Voting Period begins, and shall remove all signage, literature, or materials no later than forty-eight (48) hours after the Voting Period ends.

The ability to conduct electioneering on City owned or controlled public property under this Article is limited to the property on the premises where the voting is conducted and only for the voting period.

Place

Physical space visible to voters accessing the polling place and outside the 100-foot distance from the entrance to the polling place shall be available for electioneering.

Except in an area designated, it is an offense to engage in canvassing and electioneering on driveways, parking areas, or medians within parking areas of a polling place and any fire hydrant or fire lane. This restriction shall not apply to electioneering materials attached to a personal vehicle lawfully parked at the premises of a polling location.

Exercising final authority in an appropriate place, the City Secretary or designee shall provide a description of the designated areas for permitted electioneering and a procedure for equitable assignment of such space. It is expected that as space permits, parking spaces will be designated for electioneering and each candidate will receive no more than three tangent parking spaces. Electioneering materials must remain within the assigned parking spaces; overnight parking is permitted

only within the assigned parking spaces. The city is not responsible for any lost, damaged, or stolen items left overnight.

Those spaces will be assigned by Drawing to be conducted during the Drawing for the place on the ballot. Local candidates (City and School Board, respectively) shall have first refusal in the Drawing. **Any other race shall be drawn by the City Secretary's office provided the non-refundable fee of \$100 has been paid.**

Assignment of three tangent parking spaces will be granted to any unopposed candidate(s) wishing to draw (~~City and School Board~~) and the unopposed candidate will draw last. Sharing of assigned parking spaces is not permitted.

The majority of the displayed election material must advertise for the candidate assigned to **the** particular tangent three parking spaces.

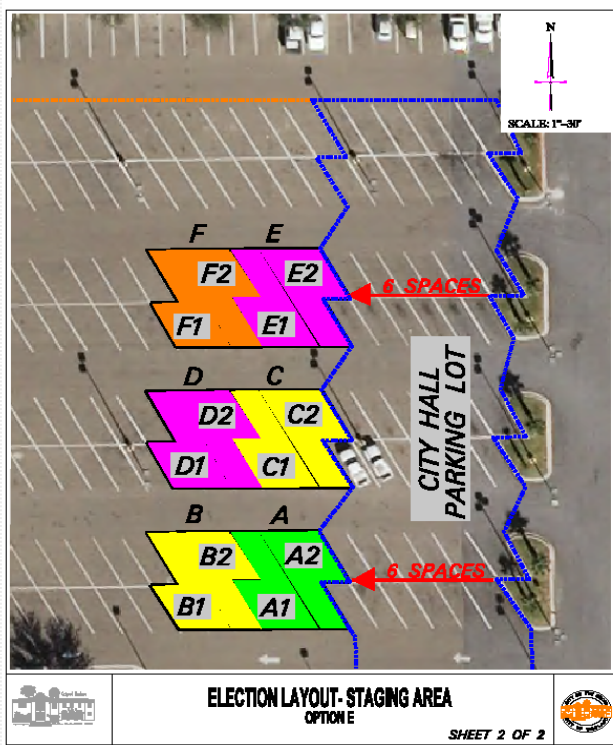
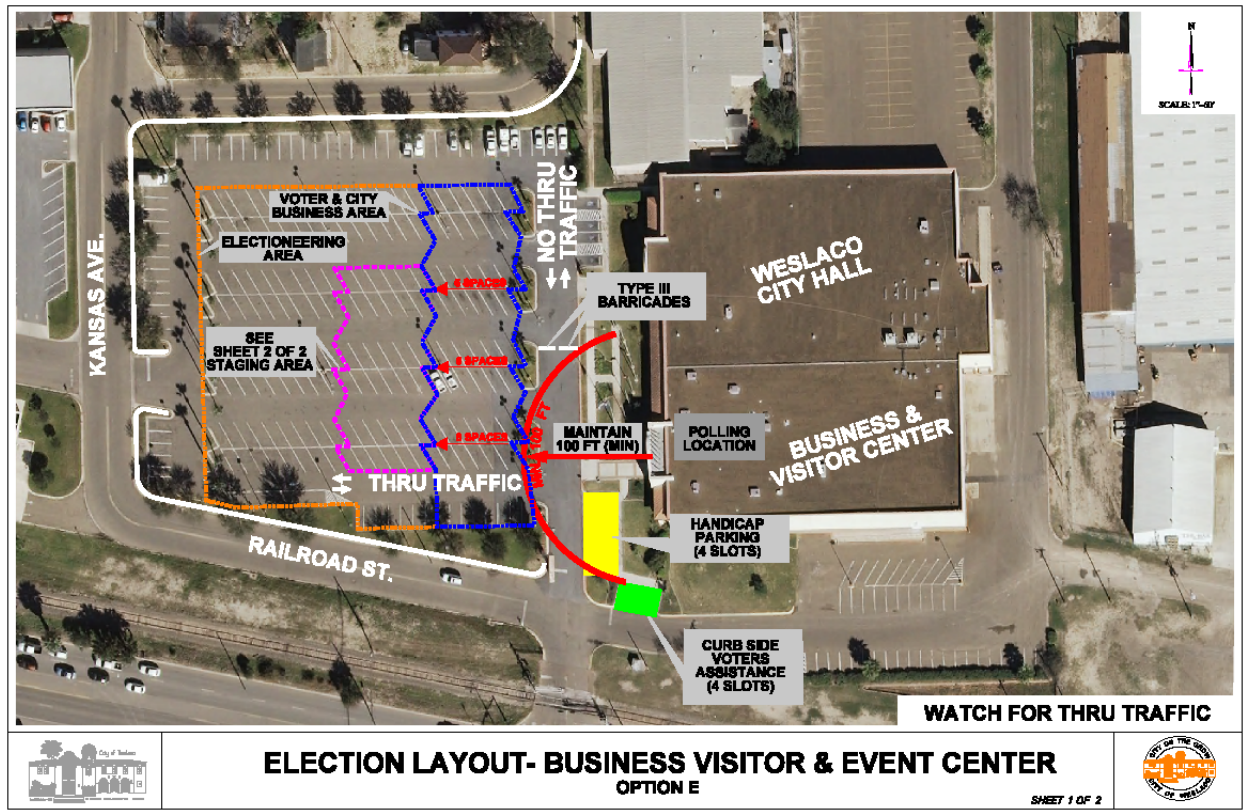
When the City Hall municipal complex serves as a polling place, the following restrictions apply, as enumerated, and illustrated:

1. **Camp fee (known as the space(s) assigned to a candidate) shall have a non-refundable fee of \$100 per candidate, per election, which includes the run-off election. Payment shall be made prior to the drawing for a place on the ballot.**
2. **Candidates may place political signs as specified by following dimensions:**
 - **One (1) four feet by eight feet (4x8) and shall not exceed seven (7) feet in height from the ground,**
 - **One four feet by four feet (4x4) and**
 - **yard signs no larger than 24 inches by 18 inches (24in x 18in)****These signs shall be placed on designated city owned property at a polling place. Signs shall not be illuminated, shall not contain any moving parts or elements, no staking on pavement and must directly pertain to a candidate or measure in an ongoing election at the polling place and must be confined to the assigned tangent parking spaces (camp site).**
3. **Tractors or trailers longer than 36 feet and no higher than 12 feet from pavement will be allowed in the adjacent designated parking spaces. NO signs of any size shall be mounted on trailers on any city owned properties.**
4. **No semi-trailers allowed: Any vehicle of the trailer type so designated or used in conjunction with a motor vehicle that some part of its own weight and that of its own load rests upon or is carried by another motor vehicle shall not be allowed on "campgrounds".**
5. **The use of microphones, megaphones, amplified devices, or any other activity not defined as "electioneering" on city owned property is not**

allowed at any time before, during or after early voting period and the voting period.

6. The use of any type of incendiary equipment such as, but not limited to barbeque pits or any flammable or combustible equipment supplies, will be allowed within the area designated by the Drawing held or assigned by the City Secretary.
7. Neither canvassing nor electioneering is permitted any closer than the seventh parking spot west from the entrance of the building nor past “the end” of the same parking row; such “electioneering zone” will be visibly delineated and marked.
8. There shall be an area to be designated as Voter Parking only during the election periods.
9. Barricades may be placed to assist traffic control, as necessary, during election periods.
10. The city parking lots are for public use and to conduct official business; therefore, use of handicapped or designated parking spaces shall not be allowed for electioneering purposes since this restricts the use of those spaces. Candidates and any persons remaining at the polling location may park on the western end of city hall parking area.
11. Any vehicle, sign(s), equipment, material, ice chests, tents, tables, chairs, etc., must be placed within the candidate’s assigned space(s).
12. Any and all tents/canopy on camp site shall be no larger than ten by ten (10 x 10) and cannot be more than ten (10) feet in height. Tents/canopy shall be lowered halfway after election hours, on a daily basis, during election period(s).
13. Any and all tents/canopy used on camp sites during election period(s) shall be solid colored and no content to include any political symbols and/or political logos will be allowed.
14. For the safety of pedestrians, voters, candidates, etc., no caravans/parades shall be permitted in the ingress and egress of the parking lot, especially within campsites.

15. Code enforcement officer shall enforce all electioneering ordinance on a daily basis during the election periods.
16. Political signs or campaign material shall not be placed on outer or grass areas of the City Hall parking lot and any State or City right-of-way.
17. Signs or campaign material shall not be adhered to any fixed equipment. All campaign material shall be held by candidates, volunteers, or candidate staff members.
18. Vehicles with political signs, magnets or bumper stickers shall be parked on assigned or designated space(s).



Manner

Political signs and other electioneering materials at the City owned or controlled polling place must directly pertain to a candidate or measure in an ongoing election at the polling place.

It is an offense to attach or affix any political sign or electioneering material to any building, plants, utility pole, streetlight, fence, fire hydrant, bench or other improvement on public property at a polling place.

It is an offense to puncture, damage, cut, carve, mark, remove, transplant, break, pick, or in any way injure, damage, destroy, or deface any real property improvements, personal property, equipment, irrigation systems, plants, turf, asphalt or concrete within or upon any public property in which a polling place is located. For the purpose of this section, plants shall be defined to include any vegetation, shrubs, bushes, trees, vines, hedges, grasses, or flowers.

SECTION 2. CUMULATIVE All provisions of the Code of Ordinances of the City of Weslaco, Texas, codified or uncoded, in conflict with the provisions of this ordinance are hereby repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. SEVERABLE Any word, phrase, paragraph, or section of this Ordinance is severable and should any part of this Ordinance be declared unconstitutional, illegal or invalid by any court of competent jurisdiction, such declaration shall not affect any remaining word, phrase, paragraph, or section.

SECTION 4. SAVINGS The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this ordinance. All rights and remedies of the City of Weslaco are expressly saved as to any and all violations of the provisions of the Code accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5. PENALTY Any person, firm, or corporation violating any of the provisions or terms of this section, as amended hereby, shall be guilty of a misdemeanor and upon conviction in the Municipal Court of the City of Weslaco, Texas shall be subjected for each offense to a fine as prescribed by the Master Fee Schedule, not to exceed \$500.00 for each offense; each political sign or electioneering material and every day such violation continues shall be deemed to constitute a separate offense. In addition to any criminal penalty, political signs and other electioneering materials on any public property in violation of this section may be removed and disposed of at the direction of the official in charge of the polling place.

An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. EFFECTIVE DATE This Ordinance shall be in full force and effect upon its final passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of June 2024.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of ____ 2024.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: June 18, 2024	Agenda Item No. (to be assigned by CSO): 2024-640	
From:		
Subject: Discussion and consideration authorizing City Manager as the authorized signatory for the Weslaco Airport Reimbursable Service program with Customs and Border Protection and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager/Airport Staff.)		
Background: Staff is requesting an authorized signatory for the Weslaco Airport Reimbursable Service Program with Customs and Border Protection and authorize the Mayor execute any related documents. This program authorizes extended services for international flights to include weekends and after hours that will accommodate the airport's operational schedule.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA Martin Garza		Created
City Manager Comments: Approve as recommended by staff.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: BCP Extended Hours		
Responsibilities upon Approval:		

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: June 14, 2024

To: City Commission

From: Airport Staff

Subject: AIRPORT REIMBURSABLE SERVICE PROGRAM WITH BCP

Cc: Martin Garza, City Manager

Staff is requesting authorized signatory for the Weslaco Airport Reimbursable Service Program with Customs and Border Protection and authorize the Mayor execute any related documents. This program authorizes extended services for international flights to include weekends and after hours that will accommodate Mid-Valley Airport's operational schedule.

Staff recommends approval.



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-641	
From:			
Subject: Discussion, and consideration to extend the validation period for responses to RFQ No.: 2023-24-20 Appraisal Services Regarding Airport Facilities and Associated Airport Owned Properties at the Weslaco Mid Valley Airport from 60 days to 120 days and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance / Airport.)			
Background: On 3/19/2024, the City Commission approved the solicitation of Professional Services for the Appraisal of Airport Land and Facilities. Three firms responded to the BIDNET deadline of 4/26/2024 and responses were evaluated and ranked and the city is recommending the extension of validation of such responses from 60 days to 120 days due to no Airport Director being in office.			
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: The RFQ solicitation was posted on the City's e-procurement portal BIDNET and advertised in the local newspaper, the Advance News Journal, on 4/3/2024 and 4/10/2024.			
Advisory Review, if any (name of board/committee, date of action, recommendation): City staff evaluated the three responses.			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by the governing body.			
Staff Recommendation: Staff recommends the extension of validation from 60 to 120 days.			
Attachments, if any: 2023-24-20 support memo6.18.2024-1, RFQ for Land and Facilities Appraisal-1, EVALUATION MATRIX 2023-24-20 airport appraisal-1			
Responsibilities upon Approval: Staff will notify respondents and advise them of extension of validation.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

To: Mayor Gonzalez and City Commission

From: Homer Rhodes, Purchasing Agent

Date: June 11, 2024

**RE: Extension of Validation period from 60 to 120 days for Appraisal Services
Regarding Airport Facilities and Associated Airport Owned Properties at the Weslaco
Mid Valley Airport / RFQ No.: 2023-24-20**

On March 19, 2024 the Weslaco City Commission approved the solicitation of Request for Qualifications Appraisal Services Regarding Airport Facilities and Associated Airport Owned Properties at the Weslaco Mid Valley Airport.

City staff promptly worked on the solicitation and posted RFQ No.: 2023-24-20 on the City's e-Procurement portal BIDNET and advertised on the local newspaper as follows:

1st advertisement 4/3/2024 in the Advance News Journal

2nd advertisement 4/10/2024 in the Advance News Journal

RFQ/SOQ opening was held on April 26, 2024 at 11:00 AM. The city received three responses and were ranked by city staff and Airport Advisory Committee member Mr. Randy Summers.

AVERAGE BY EVALUATOR	LILY ALVAREZ	93.00	94.00	89.00
AVERAGE BY EVALUATOR	ALBERT ALDANA	82.00	88.00	99.00
AVERAGE BY EVALUATOR	HOMER RHODES	94.00	95.00	98.00
AVERAGE BY EVALUATOR	RANDY SUMMERS	98.00	99.00	75.00
TOTAL POINTS	MAX 100 POINTS	91.75	94.00	90.25
		ABS	AMCG	CBRE
		2	1	3

The RFQ stipulates that responding firms may be invited to make a presentation to the City Commission.

On instruction from City Manager, Mr. Garza, I contacted the three firms and advised them the city would like to extend the validation of Statement of Qualifications from 60

to 120 days in order to allow the city to fill the vacancy of Airport Director. All three firms are in agreement with such recommendation.

Thank you!



City of Weslaco

**REQUEST FOR QUALIFICATIONS
FOR APPRAISAL SERVICES REGARDING AIRPORT
FACILITIES AND ASSOCIATED AIRPORT OWNED
PROPERTIES AT THE WESLACO MID VALLEY
AIRPORT (TXW)**

RFQ No.: 2023-24-20

CITY OF WESLACO
Request for Qualifications

The City of Weslaco hereby requests the electronic submission of Statement of Qualifications for the following:

REQUEST FOR QUALIFICATIONS
FOR APPRAISAL SERVICES REGARDING AIRPORT FACILITIES AND ASSOCIATED AIRPORT
OWNED PROPERTIES AT THE WESLACO MID VALLEY AIRPORT (TXW)
RFQ No.: 2023-24-20

Electronic submission of Qualifications addressed to Homer Rhodes, Purchasing Agent, will be accepted only via "BIDNET" (link provided in RFQ document). Statements of Qualifications deadline **11:00 AM** on **April 26, 2024**, at which time responses will be opened via ZOOM meeting and read aloud (ZOOM link provided in RFP document).

Potential respondents are advised that the RFQ documents can be downloaded from the City of Weslaco web page address: <https://www.bidnetdirect.com/texas/cityofweslaco> and may also be secured by contacting Homer Rhodes at hrhodes@weslacotx.gov or by calling 956-447-2240. This website must be monitored regularly for addendums and/or notices. Respondents are responsible for obtaining all the necessary information required for a compliant response. Be advised that if your firm is considering submitting a response, your firm must be registered with BIDNET to comply with the electronic submission of SOQ.

A mandatory ZOOM Pre-Submittal meeting will be held on April 15, 2024 at 11:00 AM (ZOOM link provided in RFQ document)

The City of Weslaco reserves the right to accept any and all RFQ responses and to waive any informalities and/or to accept the SOQ response to be the best and most advantageous to the City and to hold SOQ responses for a period of sixty (60) days from the date of the RFQ opening without acting for the purpose of reviewing and investigation of the qualifications of each response prior to award. Statement of Qualification responses will not be accepted past the due date and time or through any other median other than the BIDNET electronic submission portal.

City of Weslaco
Homer Rhodes / Purchasing Agent
hrhodes@weslacotx.gov

Request for Qualifications

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

ACKNOWLEDGMENT OF RECEIPT

If your firm is interested in participating, firm must be a registered user on BIDNET portal and indicate their intent to submit a response: <https://www.bidnetdirect.com/texas/cityofweslaco>

Procurement Schedule / ZOOM Links

April 3 , 2024: Release Request for Qualifications (RFQ)

April 3, 2024: 1st Advertisement of RFQ in the Advance News Journal

April 10, 2024: 2nd Advertisement of RFQ in the Advance News Journal

April 15, 2024: **ZOOM** Pre-bid Conference at 11:00 AM

Join Zoom Meeting

<https://us02web.zoom.us/j/89282400397?pwd=OVdvSnRxYVZjUmRIKzhINVJWWlVHZz09>

Meeting ID: 892 8240 0397 / Passcode: 922898

April 18 , 2024: Requests for Information - Questions Deadline 5:00 PM

April 26, 2024: RFQ/Statement of Qualifications Deadline at 11:00 AM **ZOOM** Opening

Join Zoom Meeting

<https://us02web.zoom.us/j/83932572547?pwd=OU02aFZoT3FsdGhKTIA5ZHZDK2h2dz09>

Meeting ID: 839 3257 2547 / Passcode: 248145

PROGRAM NARRATIVE

The City of Weslaco (CITY) is seeking requests for qualifications (RFQs) and experience from commercial and industrial appraisers for valuation studies to determine the market rent for airport properties (i.e., land and/or improvements) being used for commercial, industrial, and aeronautical purposes. Qualified appraisers will provide professional appraisal services for Airport Facilities and Associated Airport Owned Properties at the Weslaco Mid-Valley Airport (TXW) on an individual project or on call basis over the next five (5) years. Firms or individuals with experience related to Appraisal Services at airports or similar facilities are encouraged to participate.

BACKGROUND

The city routinely executes agreements for land leases at the Weslaco Mid-Valley Airport (TXW). Some leases involve the lease of existing facilities, and some are for the development of new facilities. These leases must be at the Fair Market Value (FMV) for the Airport to generate enough revenue to operate. These requirements are a part of the Grant Assurances issued by the Federal Aviation Administration (FAA) as a part of Airport Improvement Program (AIP) grants that the Airport receives. The city is seeking firms with experience from commercial and industrial appraisers for valuation studies to determine the market rent for airport properties (i.e., land and/or improvements) being used for commercial, industrial, and aeronautical purposes. The Department may select multiple firms depending on scale/complexity of projects and areas of expertise. Consultant selection will follow "FAA Compliance Guidance Letter 2018-3, Appraisal Standards for the Sale and Disposal of Federally Obligated Airport Property."

A. SCOPE OF WORK

On an individual project or on call Agreement basis, services will include but are not limited to the following:

The city currently owns undeveloped land at the Weslaco Mid-Valley Airport (TXW). According to the requirements of the FAA, in order to determine fair market rental value (FMRV) for these improvements, both entities are required to engage an MAI appraiser, develop a proposed FRMV for each parcel that is available for development.

Once selected, the appraiser may be asked to perform the following services. Additionally, an analysis and an appraisal report for each facility considering one or more of the following factors:

- 1) A fair market rental value of improvements, based on comparable facilities showing a separate value for the land in use.
- 2) That the value of the property in use is for a tenant-conducted aeronautical business, requiring access to the airfield, additional airport owned property, and is leased on a triple net basis.
- 3) Any other pre-approved factors for establishing an appraisal report.

B. MINIMUM QUALIFICATIONS

To meet minimum qualifications, participating firms or individuals must demonstrate the following distinguishing experience as, and knowledge of, but not limited to, the following:

- 1) Company: The Company must have the ability to obtain the required insurance as specified in Attachment A.
- 2) Appraiser:
 - a. The Appraiser must be a member of the Appraisal Institute with a Member Appraisal Institute (MAI) designation; and
 - b. Appraisers should have a working knowledge of the aviation industry, including commercial airports, FBO and related general aviation facilities, and associated aeronautical activities, and be familiar with FAA and State of Texas rules and policies affecting airport property.
 - c. Appraisers should have completed a minimum of five aeronautical property appraisals of improved properties with at least three (3) comparable locations.
 - d. RFQs must include a brief summary of aviation appraisal experience, and your proposed scope of work for the pending assignment, based on the information provided herein. Proposers are encouraged to propose any enhancements that will provide added value to the appraisal product.
- 3) Timeline: The Company shall have the resources required to complete the appraisal in a reasonable amount of time.

C. CRITERIA FOR CONSULTANT SELECTION

1. The firm's overall experience in providing the services requested, as demonstrated by recent, similar experience.
2. Expertise of the Firm's staff assigned to this project.
3. Approach to providing the services given an understanding of the City's scope provided above.
4. References.

D. ADMINISTRATIVE PROCEDURES

1. Guidance presented in FAA CGL 2018-3 "Appraisal Standards for the Sale and Disposal of Federally Obligated Airport Property" will be used.
2. A selection panel will evaluate all timely submissions that meet the Minimum Qualifications as outlined in Section B of this RFQ and prepare a short-list of the most

qualified firms. Firms not on the short-list will be notified that they were unsuccessful but may be requested, for a fee, to perform an Independent Fee Estimate at a later date.

3. Detailed information on the qualifications and performance data of each of the consultants on the short-list will be obtained by contacting former clients and other references provided in the RFQ's.

4. If an interview process is deemed necessary, then the top three firms may be invited to make a presentation before the selection panel. Interviews may or may not be conducted.

5. The short-listed Consultants will be reviewed based on their qualifications, submissions, reference checks and presentation using the Criteria for Consultant Selection identified in Section C.

6. The outcome of the review will then be presented to the Weslaco City Commission.

7. The Weslaco City Commission will select a firm based on qualitative analysis. Any selection shall be on the basis of the criteria specified and made to the Proposer whose proposal is judged as providing the best value in meeting the interest of the Weslaco Mid-Valley Airport objectives. More than one firm may be selected for the projects. The City reserves the right to choose which project will be assigned to which consultant.

8. The firm best qualified will be invited to negotiate a scope of work and fee for individual projects and/or will be put under contract to perform on an "on call" basis. If an agreement is not reached for an individual project or "on call" services with the selected firm, then that firm will be disqualified. Scope of work and fee negotiations will then proceed with another qualified firm. The City reserves the right to terminate the selection process and/or re-advertise for consulting services at any time in this process.

9. A City of Weslaco Agreement for Professional Consulting Services will be executed once negotiations have been successful and a firm is selected for the award of a contract. The selected firm shall be required to submit documentation to substantiate compliance with all Agreement terms including a "Conflict of Interest Declaration" on City furnished forms and obtain required insurance coverage.

10. In accordance with the Code of Federal Regulations, 49 CFR parts 23 and 26, the City will carry out applicable federal requirements in the award and administration of any contract awarded hereunder.

11. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

E. REGULATED COMMUNICATION IN CITY PROCUREMENT PROCESS ORDINANCE

No Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer, or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file a written disclosure.

Any Respondent, Bidder, or Proposer violating this section may be disqualified from participating in this procurement process and/or determined to be non-responsible.

F. GENERAL REQUIREMENTS/CONDITIONS

1. The City hereby notifies all interested firms that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

2. Title VI Solicitation Notice -- The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. Some projects will be funded with financial assistance from the Texas Department of Transportation, FAA and/or other federal departments. In accordance with the Code of Federal Regulations, 49 CFR parts 23 and 26, the City will carry out applicable federal requirements in the award and administration of any contract awarded hereunder. The following federal provisions are specifically included by reference:

a. Debarment and Suspension – 2 CFR part 180

b. Disadvantage Business Enterprise – 49 CFR part 26

c. Trade Restriction Certification – 49 CFR part 30

d. Lobbying and Influencing Federal Employees – 49 CFR part 20, Appendix A

4. DBEs will be afforded full opportunity to submit RFQs in response to this invitation. In addition, a bidder who intends to subcontract a portion of the work shall affirmatively seek out DBEs that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability, and prices. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City to practice nondiscrimination based on race,

color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

5. By submitting a statement of qualifications/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

6. Prospective firms are advised that the City in the solicitation or evaluation of the interested consultants incurs no obligation or commitments. The City reserves the right to waive or modify any part of this RFQ process without penalty at their sole discretion.

7. The City reserves the right to define and/or redefine tasks and select for negotiation individual firms and /or assemble submitting firms into implementation teams as it sees fit.

8. The City reserves the right to choose which scope of work will be assigned to one or more consultants.

9. Submission of a Request for Qualification from a proposing firm indicates a willingness to prepare, for a fee, an independent cost estimate even though the firm or individual is not selected to continue beyond Phase One of the selection process. Preparation of the independent estimate, if requested by the city, will eliminate a firm or individual from further consideration for this project.

Any questions or concerns relating to this Request for Qualifications shall be submitted via email to Homer Rhodes at hrhodes@weslacotx.gov. Questions will be accepted up to five (5) working days prior to the RFQ submission date.

SUBMIT REQUEST FOR QUALIFICATIONS:

Interested firms are invited to submit an electronic copy (PDF format) no later April 26 , 2024, at 11:00 AM (CST). Any proposal shall be submitted to the Bidnet at the following address:

Each Respondent shall submit an electronic response via bid stream at:

<https://www.bidnetdirect.com/texas/cityofweslaco>

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

ADDENDA

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

**CITY OF WESLACO
DISCLOSURE OF INTERESTS**

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

Date: _____

FIRM NAME: _____

ADDRESS: _____

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

DISCLOSURE QUESTIONS

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

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

Name	Title	Department

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

Name	Title	Department

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

Name	Board, Commission or Committee

CERTIFICATE

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

Certifying Person: _____

Title: _____
(Type or Print)

Signature of Certifying Person: _____

Date: _____
(Type or Print)

DEFINITIONS

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

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

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

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

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

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

VENDOR ACKNOWLEDGMENT FORMS
CITY OF WESLACO
NON-COLLUSIVE BIDDING CERTIFICATION

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

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

Date: _____

Company Name: _____

Signature: _____

Title: _____

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

CERTIFICATION FORM

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

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

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

Subscribed and sworn to before me this day _____ of , 2024.

Notary Public _____

My Appointment Expires _____

Restrictions on Lobbying Activity

A. Prohibited Contacts During Contract Evaluation

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

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

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

C. False Statements

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

D. Use of False Identification

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

E. Improper Influence

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

F. Improper Representation

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

Disclosures and Requirements for City Vendors/Contractors

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

A. Prohibited Contacts During Contract Evaluation

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

B. The City's Discretionary Contracts Disclosure Form

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

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

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

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

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

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

AUTHORIZED CONTACT FORM:

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

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

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

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

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public _____

My Appointment Expires: _____

ATTACHMENT A

Insurance & Indemnification

Indemnification

To the furthest extent allowed by law, SERVICE PROVIDER shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, SERVICE PROVIDER or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SERVICE PROVIDER'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If SERVICE PROVIDER should subcontract all or any portion of the work to be performed under this Agreement, SERVICE PROVIDER shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

Insurance Requirements

(a) Throughout the life of this Agreement, SERVICE PROVIDER shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the Texas Insurance Commissioner to do business in the State of Texas and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, SERVICE PROVIDER or any of its subcontractor fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to SERVICE PROVIDER shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to

terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve SERVICE PROVIDER of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by SERVICE PROVIDER shall not be deemed to release or diminish the liability of SERVICE PROVIDER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SERVICE PROVIDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SERVICE PROVIDER, vendors, suppliers, invitees, consultants, subcontractor or anyone employed directly or indirectly by any of them.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles.
3. Workers' Compensation insurance as required by the State of Texas and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Service Provider's profession.

MINIMUM LIMITS OF INSURANCE

Service Provider, or any party the Service Provider subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater

of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of Texas with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event Service Provider purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Service Provider shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Service Provider shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the

Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents, and volunteers; or
- (ii) Service Provider shall provide a financial guarantee, satisfactory to City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. SERVICE PROVIDER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SERVICE PROVIDER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SERVICE PROVIDER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured. SERVICE PROVIDER shall establish additional insured status for the City and for all ongoing and completed operations under the Commercial General policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status.
- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the SERVICE PROVIDERS' insurance shall be primary to and require no contribution from the City. The Commercial General policy is required to include primary and non-contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If SERVICE PROVIDER maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by SERVICE PROVIDER.

- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the SERVICE PROVIDER'S insurance and shall not contribute with it.
- (vii) The Commercial General Liability, Automobile Liability and Workers' Compensation insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

If the Professional Liability insurance policy(ies) are written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Service Provider.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years' after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Service Provider, Service Provider must purchase "extended reporting" coverage for a minimum of five years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS - If Service Provider subcontracts any or all of the services to be performed under this Agreement, Service Provider shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no Side Agreement is required, Service Provider will be solely responsible for ensuring that it's subcontractor maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

PROVIDING OF DOCUMENTS - SERVICE PROVIDER shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her**

designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SERVICE PROVIDER shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of SERVICE PROVIDER shall also be required to provide all documents noted herein.

CITY OF WESLACO
APPRAISAL SERVICES REGARDING AIRPORT FACILITIES AND ASSOCIATED AIRPORT OWNED PROPERTIES AT THE WESLACO MID
VALLEY AIRPORT (TXW)
RFQ NO.: 2023-24-20

	EVALUATOR	ABS	AMCG	CBRE
1. The firm's overall experience in providing the services requested, as demonstrated by recent, similar experience.	LILY ALVAREZ	24	24	23
	ALBERT ALDANA	21	22	24
	HOMER RHODES	24	23	24
	RANDY SUMMERS	25	25	19
CRITERIA 1 AVERAGE	MAX 25 POINTS	23.50	23.50	22.50
2. Expertise of the Firm's staff assigned to this project.	LILY ALVAREZ	25	23	22
	ALBERT ALDANA	20	23	25
	HOMER RHODES	23	24	25
	RANDY SUMMERS	25	25	18
CRITERIA 2 AVERAGE	MAX 25 POINTS	23.25	23.75	22.50
3. Approach to providing the services given an understanding of the City's scope provided above.	LILY ALVAREZ	20	23	22
	ALBERT ALDANA	21	23	25
	HOMER RHODES	22	23	24
	RANDY SUMMERS	25	25	18
CRITERIA 3 AVERAGE	MAX 25 POINTS	22.00	23.50	22.25
4. References.	LILY ALVAREZ	24	24	22
	ALBERT ALDANA	20	20	25
	HOMER RHODES	25	25	25
	RANDY SUMMERS	23	24	20
CRITERIA 4 AVERAGE	MAX 25 POINTS	23.00	23.25	23.00
AVERAGE BY EVALUATOR	LILY ALVAREZ	93.00	94.00	89.00
AVERAGE BY EVALUATOR	ALBERT ALDANA	82.00	88.00	99.00
AVERAGE BY EVALUATOR	HOMER RHODES	94.00	95.00	98.00
AVERAGE BY EVALUATOR	RANDY SUMMERS	98.00	99.00	75.00
TOTAL POINTS	MAX 100 POINTS	91.75	94.00	90.25
		ABS	AMCG	CBRE
		2	1	3

RFQ opening held on April 26, 2024 at 11:00 AM
Score matrix created by Homer Rhodes, Purchasing Agent



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-606	
From:			
Subject: Discussion and consideration of a letter of commitment between the City of Weslaco and The Lower Rio Grande Valley Development Council for their planning grant application to Knapp Community Care Foundation and providing local matching funds in the amount of \$5,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager./LRGVDC.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: LRGVDC agenda Item Summary , LRGVDC-Pictures, Draft - City of Weslaco Letter of Commitment			
Responsibilities upon Approval:			

The Lower Rio Grande Valley Development Council (LRGVDC) is applying for a planning grant from the Knapp Community Care Foundation. The LRGVDC seeks the maximum award amount of \$20,000 to develop a comprehensive plan with distinct phases and cost estimates to enhance the amenities at the main campus in Weslaco, Texas. The Knapp Community Care Foundation requires applicants to secure two letters of commitment from partnering agencies and obtain additional project funding beyond the grant award.

Given that the main campus is located within the boundaries of the City of Weslaco and the County of Hidalgo, the LRGVDC is requesting partnerships with both entities. The LRGVDC asks each to provide \$5,000 in local matching funds and to join a subcommittee to oversee the development of the planning grant. With support from both the City of Weslaco and the County of Hidalgo, the LRGVDC can increase the total grant amount by nearly 66%.

The LRGVDC requests that the City Commissioners Court vote to sign the letter of commitment, agreeing that if the LRGVDC is awarded the planning grant, the City of Weslaco will contribute \$5,000.



And this is what we are envisioning:

- An opportunity to showcase initiatives and programs from around the region. All while having the opportunity to raise some local funds to help with maintenance of our buildings as well as our annual staff holiday luncheon.



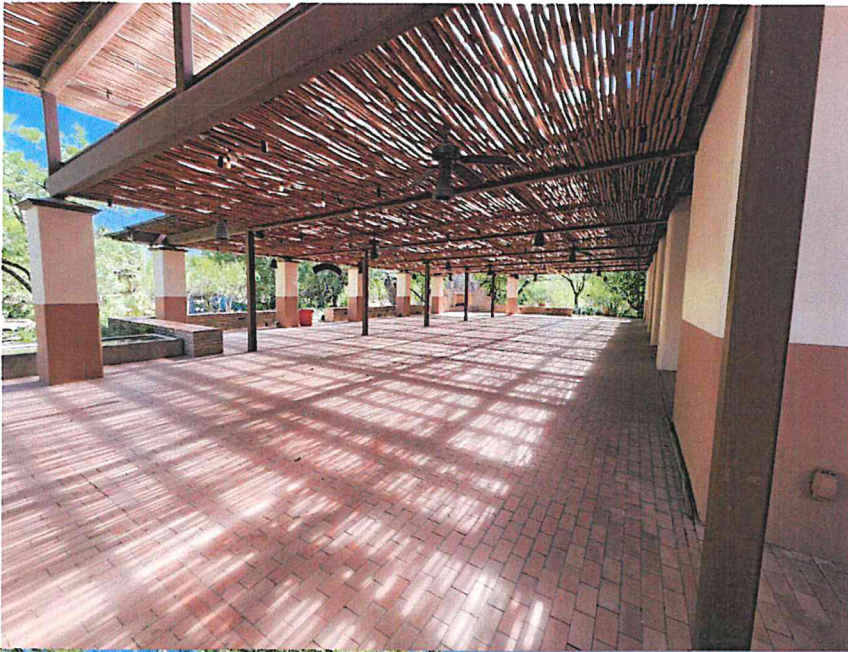
2. Community Space

One of the potential phases of the project could be a reallocation of space from one of our parking lots to create a space that could be used for events:

- The orange square is a part of the parking lot that was used for the recycling trailers, but those are no longer located there so this is an unused space. The larger purple rectangle is the space that could be turned into an outdoor event space. And for your reference the yellow square is where the marquee sign is located.



I understand that we don't have a large site here but something that could be used for outdoor events or host wellness type events, could look like something like this:



- These pictures were taken at the Caesar Kleberg Wildlife Center in Kingsville, Tx.

3. **Walking Trail**

As you may know, our campus has a walking trail. Below you can see, in blue, the existing walking trail that is used by both staff as well as community members. I have been told that two laps is one mile.

Here are some pictures of how our walking trail currently looks like:





Here are some ideas of how we can improve our walking trail.

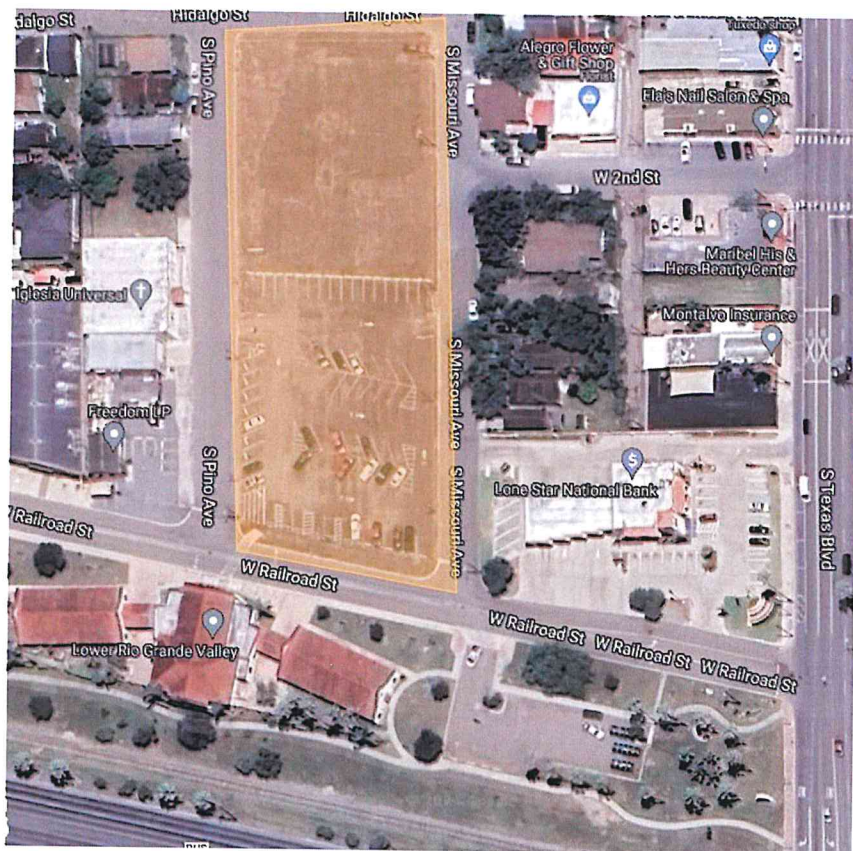
- The yellow line is a potential expansion of the walking trail system. Right now, it is paved and does have a slight grade separation from the street but having it mirror the existing trail system would be nice and we could include mile markers as well as emergency poles.
- Here is a picture of our parking lot.



- The purple and orange lines are to showcase how close we are to STC as well as the City of Weslaco city hall and UTRGV. Perhaps one day we could expand the network and these amenities to connect all these entities in downtown.



Lastly, there is an opportunity to do something with our main parking lot. Right now, we mainly use just about 50-60% and I think it would be great to transform the parking lot from something like this:



To something like this:



- We could also apply to a US Forest Service Urban & Community Forest Program Grant or find other potential funding in the future.

I realize this is quite ambitious, but we are hopeful that this planning grant will enable us to take the initial steps towards making this dream a reality.

Thank you for your consideration. We believe this project will greatly benefit the resident of our neighborhood and we look forward to the continued support from the City of Weslaco.

Best,



Letter of Commitment
Between
The City of Weslaco
And
The Lower Rio Grande Valley Development Council



This Letter of Commitment outlines the agreement between the City of Weslaco and the Lower Rio Grande Valley Development Council (LRGVDC) regarding their collaboration on the Knapp Community Care Foundation planning grant application.

Background

The Lower Rio Grande Valley Development Council (LRGVDC) is applying for a planning grant from the Knapp Community Care Foundation. This letter confirms LRGVDC's intent to create a multiphase plan with cost estimates aimed at enhancing the facilities at the main campus in Weslaco, Texas.

LRGVDC will employ innovative practices and technology to establish a Strategic Enhancements Initiative working group/subcommittee. This group will support public involvement and stakeholder interviews. If successful in obtaining the planning grant, the LRGVDC intends to pursue an implementation grant to execute several proposed enhancements, which include but are not limited to:

- Upgrading the marquee sign to promote regional initiatives and planning partner activities.
- Expanding the walking trail network to encourage walkability and promote safety
- Adding amenities to walking trails, such as planting trees, lighting and emergency poles.
- Improving the parking lot to accommodate the expanded walking trails.

Purpose and Tasks

This letter assures the participation of the City of Weslaco as one of the two local match sources, assisting LRGVDC in submitting their application. With support from the City of Weslaco, the LRGVDC will:

- Invite city staff to join the Strategic Enhancement Initiative subcommittee.
- Assist with public involvement and make recommendations for approval to the Board of Directors.
- Share the completed plan and data with the City of Weslaco.
- Use this planning grant to apply for an implementation grant in a future Knapp Community Care Foundation funding round.

Funding

LRGVDC is requesting a \$20,000 planning grant. To meet the grant requirements, LRGVDC has solicited \$5,000 each from the City of Weslaco and the County of Hidalgo as a local match. The main campus is located within the jurisdictions of both entities, justifying this request. With contributions from the City of Weslaco and the County of Hidalgo, LRGVDC aims to increase the total grant amount by nearly 66%.

Honorable Adrian Gonzalez
Mayor, City of Weslaco

Manuel Cruz
Executive Director, LRGVDC



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-617	
From:			
Subject: Discussion and consideration on the proposed Sixth Amendment letter impacting the FY 2023-2024 budget for the Inframark Water and Wastewater System Operation and Maintenance Agreement and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager/Finance Department.)			
Background: Inframark has proposed to the City a CPI increase to the FY23 base fee of 4.6%. They have also included in the amendment an increase in the term of the contract by two years, with a set 4.5%CPI increase each additional year and bringing the new end date for the contract September 30, 2026.			
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):			
Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: 061824 INFRAMARK 6TH AMENDMENT, Inframark Sixth Amendment_(6.07.24_final)			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: June 14, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Inframark Sixth Amendment

Inframark, our current water and wastewater operations company, has proposed a CPI increase with a 2-year extension.

Proposed amendment #6 includes the following:

FY 2024 – 4.6% CPI increase = \$71,731 annual increase

Extend contract end date to September 30, 2026, with additional CPI increases of 4.5%.

FY 2025 – 4.5% CPI increase = \$72,800 annual increase

FY 2026 – 4.5% CPI increase = \$76,076 annual increase

The total cost of amendment #6 for the three years would be an additional \$220,607. The amendment does give the City an option to terminate the contract by giving a 60 day advance written notice prior to the September 30, 2026 end date.

Staff recommends approval of amendment number 6.

**SIXTH AMENDMENT TO THE WATER AND WASTEWATER SYSTEM
OPERATION AND MAINTENANCE AGREEMENT BETWEEN
INFRAMARK, LLC AND
THE CITY OF WESLACO, TEXAS DATED SEPTEMBER 4, 2015**

THIS SIXTH AMENDMENT is entered into and executed on the date hereinafter set forth by and between the City of Weslaco, Texas (hereinafter referred to as the “Municipality”) and Inframark, LLC for the purpose of revise the obligations of the Parties as hereinafter set forth:

WITNESSETH THAT:

WHEREAS, on September 4, 2015, the Municipality and Severn Trent Environmental Services, Inc. (hereinafter referred to as “STES”) entered into an Agreement for the operation and maintenance of the Municipality's water and wastewater system (hereinafter referred to as the “Original Agreement”); and

WHEREAS, on May 17, 2016, the Municipality and STES entered into a First Amendment to the Original Agreement (hereinafter referred to as the “First Amendment”), which revised the services and extended the Agreement’s term from five (5) years to year (7) years; and

WHEREAS, on November 1, 2016, the Municipality and STES entered into a letter agreement to adjust the Annual Base Fee to \$2,580,357.00;

WHEREAS, in June of 2017, STES changed its structure to Severn Trent Environmental Services, LLC and then changed its name to Inframark, LLC (hereinafter referred to as the “Operator”), which assumed all rights and obligations of STES and Severn Trent Environmental Services, LLC on December 1, 2017;

WHEREAS, on November 28, 2017, the Municipality and Operator entered into a Second Amendment to the Original Agreement (hereinafter referred to as the “Second Amendment”), which adjusted the Annual Base Fee to \$2,641,498.77, revised the Baseline Conditions, and extended the Agreement’s term from seven (7) years to nine (9) years; and

WHEREAS, on November 20, 2018, the Municipality and Operator entered into a Third Amendment to the Original Agreement (hereinafter referred to as the “Third Amendment”), which adjusted the Annual Base Fee to \$2,733,090.36; and

WHEREAS, on October 1, 2019, the Municipality and Operator entered into a Fourth Amendment to the Original Agreement (hereinafter referred to as the “Fourth Amendment”)(the Original Agreement as amended is hereafter referred to as the “Agreement”), which adjusted the Operator’s Annual Base Fee and revised the Baseline Conditions; and

WHEREAS, on October 1, 2022, the Municipality and Operator entered into a Fifth Amendment to the Original Agreement (hereinafter referred to as the “Fifth Amendment”)(the Original Agreement as amended is hereafter referred to as the “Agreement”), which revised the parties’ obligations and adjusted the Operator’s Annual Base Fee; and

WHEREAS, the Parties desire to execute this Sixth Amendment to revise the obligations of the Parties as set forth herein.

1. The term of this Agreement shall be extended for a period of two (2) years through midnight of September 30, 2026.
2. The annual Base Fee as set forth in Section 3 of Schedule 5 of the Agreement shall be \$1,617,781.44 for the Agreement Year commencing on October 1, 2023 and ending on September 30, 2024. Therefore, the total annual compensation shall be \$3,013,781.40, which consists of this adjusted annual Base Fee and the Annual Repair and Maintenance Limit of \$1,395,999.96, which is payable in equal monthly installments of \$251,148.45. The annual Base Fee shall hereafter be increased on the Adjustment Date as set forth in the Agreement.

3. The following shall be added to the Agreement as Section 5.4:

On each Adjustment Date beginning on October 1, 2024 through the end of the Agreement, the Base Fee shall be increased by four and one-half percent (4.5%) annually. The adjustment to the Base Fee each Adjustment Date beginning on October 1, 2024 through the end of the Agreement shall supersede the adjustment process set forth in Section 5.1.

4. The following shall be added to the Agreement as Section 6.4:

Either the City or Inframark for any reason at any time by giving sixty (60) days advance written notice to the other party. In the event of termination of this Agreement under this Section 6.4, the Municipality shall pay the Operator for the Services provided through the effective date of termination plus the unamortized balance of any Capital Improvements financed or paid for by the Operator as reflect on Operator's financial statements. Payment shall be made within thirty (30) days of the date of termination.

5. The following shall be added to the Agreement as Section 7.6:

Operator is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Municipality or any third party as a result of a data security breach or other cyber security breach to the Facilities or the Municipality's computer systems, operating systems, and all other technological or information systems related to the Facilities and Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of Operator's willful or negligent acts or omissions.

6. The following shall be added to the Agreement as Section 7.7:

The parties acknowledge that a change in federal, state, or other local law, statute, ordinance, rule or regulation or amendment or an order or judgment of any federal, state, or local court, administrative agency or other governmental body

containing interpretations thereto that is different from those existing on the date this Agreement is executed by (“Change in Law”) may affect compliance with Operator’s obligations hereunder or impose more stringent requirements relating to equipment or processes than those established at the time of executing this Agreement. In the event that a Change in Law occurs, Operator shall not be responsible for compliance therewith or for any fines, penalties, or other damage of whatever kind and Municipality shall indemnify, defend, and hold Operator harmless from same.

- 7. All other terms and provisions of the Agreement remain in full force and effect to the extent that they do not conflict with this Sixth Amendment. In the event of any conflict between the provisions of this Sixth Amendment and the provisions of the Agreement, the provisions in this Sixth Amendment will control.
- 8. The Sixth Amendment is binding upon the parties hereto and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF the parties have made and duly executed this Sixth Amendment this the ____ day of _____, 2024 and effective as of October 1, 2023.

Municipality:
The City of Weslaco, Texas

Operator:
Inframark, LLC

Name: _____
Title: _____

Name: _____
Title: _____



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-639	
From:			
Subject: Discussion and consideration of accepting donations for the Ladies Softball State Championship Celebration at Bert Ogden Arena and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Relations Officer.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve subject to the governing body direction.			
Staff Recommendation:			
Attachments, if any: R2023-29 Donation Policy			
Responsibilities upon Approval:			

RESOLUTION NO. 2023-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO ADOPTING
A
DONATION ACCEPTANCE POLICY.

WHEREAS, individuals, community groups, and businesses may wish to make donations to the city in either cash or in-kind contributions that enhance projects, facilities, and programs; and

WHEREAS, the need for projects, facilities, and programs exceeds the City's ability to fund all such needed projects; and

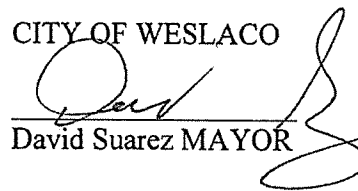
WHEREAS, it is an acceptable and appropriate practice to accept donations, in order to enhance City programs and/or facilities to provide a higher level of service to the public.

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

1. The Weslaco City Commission hereby accepts and approves the Donations Acceptance Policy attached hereto as Exhibit A.

PASSED AND APPROVED on this 4th day of April 2023.

CITY OF WESLACO


David Suarez MAYOR

ATTEST:


Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:


Juan E. Gonzalez, CITY ATTORNEY

Exhibits:

Exhibit A – City of Weslaco Donation Acceptance Policy

EXHIBIT A – CITY OF WESLACO DONATION ACCEPTANCE POLICY

I. Policy & Purpose

Donations allow citizens to make valuable contributions to the City of Weslaco and should be encouraged. This Donation Acceptance Policy seeks to encourage and support departments in the development of partnerships with individuals, community groups, and businesses willing to financially assist the City with the enhancement of projects, facilities, and programs for the benefit of the public at large.

II. General Rule

Persons, community groups and business entities making donations to the City should not expect in return any reward, reciprocal benefit, or influence. It is a violation of this policy for a person or entity to knowingly offer, or for any city official, employee, or department to solicit, accept, or agree to accept, any form of donation to the City that reasonably tends to influence or reward official conduct or that is knowingly intended to influence or reward the discharge of official duties.

III. Definitions

(A) Donations: a contribution made to the city without expectation of goods, services, or significant benefit or recognition in return. Donations may be in the form of money or in-kind contributions of products, services, investment securities, real property (land), equipment or any combination thereof. A donation or grant may be unrestricted, where the donor has placed no limitation on its use, or restricted, where the donor has restricted its use to a specified purpose or placed other conditions. Donations that, if accepted, would obligate the City to enter a service, procurement, or other agreement shall not be considered a donation.

(B) Donor: Any organization or individual who provides the city with a donation.

(C) Donation Agreement: An agreement between the City and the donor that details any restrictions on a donation as well as the respective obligations of the donor and the City.

(D) Fundraising: Any activity conducted with the intent of generating donations and/or sponsorship to the city. Fundraising activities may include, but are not limited to, promoting giving, program adoption or pledge drives, and contacting individuals, companies, foundations, or other entities with a request for a donation to the City.

IV. General Provisions

(A) The City welcomes donations that enhance City services, reduce costs that the City would incur in the absence of the donation, or that otherwise provide a benefit to the City. The city may decline any donation without comment or cause.

(B) The net benefit of a donation should be considered when determining whether to accept a donation. Net benefit includes all lifecycle costs of ownership, including maintenance, repair, clean-up, administrative, and any potential liability or expenses that may be associated with the donation.

(C) Any Department considering acceptance of a donation shall consult with other departments that could be affected by acceptance. For example, other departments may incur costs to provide management, support, maintenance, and repair or enforcement activity in relation to a donation.

(D) Donations must not conflict with any provision of the law and have a purpose consistent with City goals and objectives. Donation shall become property of the City.

(E) Donors shall not expect, nor shall the City grant, any extra consideration to the donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.

(F) Donations must be directly related to providing goods or services to the public or for another valid public purpose. Donations may not be used for personal financial gain of any City elected or appointed official or employee.

(G) Donations must not add to the City's workload unless it provides a net benefit to the city. Donations should not bring hidden costs such as starting a program that City would be required to fund when the donation was exhausted.

(H) Donations shall not place any restrictions on the City unless agreed to in advance by the City Commission.

(I) Donations, when applicable, shall receive recognition appropriate to the level and nature of the donation as determined by the City. For those of a capital nature, that may be in the form of signage, marking, or naming. Any naming of Parks and Recreation facilities shall be consistent with City policy on the naming of such facilities. Regardless of the recognition strategy selected, the intent shall be to appropriately honor the donor for their contribution to the community. The appearance of traditional commercial advertising should be avoided.

(J) Donations exceeding \$5,000 shall be accepted through a written agreement consistent with these guidelines and approved by the City Commission. In-kind capital donations will be subject to normal City review, permitting, inspection, and insurance requirements.

(K) This policy shall not conflict, override or supersede any Ordinance or Resolution which establishes other methods of donation, sponsorship, or contribution.

V. Authority to Accept Contributions

(A) The city may accept donations that reduce costs and that are directly related to any valid municipal public purpose.

(B) The City Manager is authorized to accept donations not exceeding \$5,000 in value. The City Commission must accept donations greater than \$5,000.

(C) If donations constitute additional receipt of funds, the revenue must be approved by Commission via an amended budget.

(D) Upon notification of funds, the Finance Department will create a revenue and expense line item to receive and expend funds.

(E) It will be the responsibility of the respective Department Director to ensure that proper City officials are informed of donations, and that such contributions are properly acknowledged, that timely reports are made, and that proper recognition is afforded the donor.

VI. Recognition may include the following:

(A) Placement of logos and/or company names in signage and publicity, including press releases and materials posted on social media and/or websites maintained by the city.

(B) Certificates, plaques / memorials affixed on a donated item, on a Donor wall, on a paving stone or memorial bench.

(C) Public recognition and thanking of contributors by the City Commission or City Staff at public meetings, events.

(D) Other acknowledgements, public or private, including media release and online recognition.

(E) Naming Rights and any other recognition if approved by Commission.

VII. Accounting and Record Keeping

(A) Donations should be documented to ensure transparency of government, enable measurement of the value and usefulness of the donation, and allow for audits.

(B) City officials, employees, and departments receiving a donation to the city of money, real estate, products, services, or property shall report the donation to the City Manager or the City Manager's representative on a designated form. The report must include the date of the donation; the identity of the person or business entity making the donation; the city official, employee, or department receiving the donation; a description of the donation; the estimated monetary value of the donation; the intended use of the donation; and the actual use of the donation. The report must be filed within 3 days after notification of the donation. This report is required in addition to any other documentation required for the donation. These records shall be maintained and kept up-to-date and accurate by both the receiving Department and the Finance Department.

(C) The individual or Department that receives the donation is responsible for reporting the donation. Reporting is not required for donations to the city of money, real estate, products, or

services with a monetary value of less than \$500, except that reporting is required for donations from a single source in a single year with a cumulative value of \$500 or more.

(D) Donations, grants, or sponsorships paid for with a monetary contribution shall not be paid to staff in cash.

(E) For long-term or complex projects and projects involving professional services, an agreement should be drafted to document the scope of goods or services to be donated and to document which party retains ownership of intellectual property. If a donation will lead to city expenditures, expenditures should go through the procurement process if required by city code or state law.

(F) Any accepted donation, grant or sponsorship which would obligate the City to enter into a service or procurement agreement shall be reviewed under the City procurement process and shall not be considered a donation.

(G) City employees who have primary responsibility for the procurement of services, supplies, materials, and equipment and/or Finance Departments, are prohibited from directly or indirectly engaging in any form of fundraising solicitations.

VIII. Disclaimers

(A) The city encourages donations and grants of materials with the understanding that such items have a useful life, and that the city assumes no responsibility for replacement or upkeep. Once a contribution is accepted, it becomes City property and the City may maintain, replace, or dispose of the item unless the Donation is explicitly restricted.

(B) The City cannot guarantee the tax deductibility of a donation, but may provide the donating party with a letter of acknowledgement and a statement of the City's intended use



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-573	
From: David Arce			
Subject: Discussion and consideration to purchase two (2) XFP 150G Pumps from Precision Pump Systems on BuyBoard contract #672-22 for lift station #3 for an amount not to exceed \$38,059 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: LS 3 has 1 new pump. We are requesting these 2 pumps to complete the rehab of this LS. What is being requested are the pumps that the LS 3 was designed for. The pumps appear to be smaller, but the manufacturer has simply made the pumps more efficient.			
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):			
David Arce David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 LIFT STATION PUMPS , CITY OF WESLACO LS 3 28HP, Lift Sta No.3 data sheet XFP150G-CB1(2), LS #3 first pump ordered 8/7/2023			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: June 18, 2024

To: City Commission

From: David Arce, Public Works Director

Subject: LIFT STATION 3 PUMPS

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Lift Station three is nearing completion, and to finalize it, two pumps designed for the station are required. Despite a decrease in horsepower from 40 to the new 28 hp, these pumps are considered suitable due to enhanced efficiency by the manufacturer. We currently have 1 of the 3 proposed pumps installed. Discussions with Inframark staff have led to the conclusion that with all three pumps being new, they will effectively serve Lift Station 3. Therefore, staff recommends approving the request to purchase two (2) XFP 150G Pumps from Precision Pump Systems through BuyBoard contract #672-22, with the expenditure not exceeding \$38,059, to ensure the lift station's proper functioning and efficiency.

Staff Recommends Approval.



PRECISION PUMP SYSTEMS

3908 East Richardson
Edinburg TX 78542
Phone: 956-378-9270

BuyBoard Contract # 672-22

Attn: City of Weslaco
Project: Lift Station
Contact: Marcelo

Date: 5/7/24
Note No. PD245004
Page: 1 of 1

Pursuant to your inquiry as referenced above, we are pleased to submit our proposal for your kind consideration. We appreciate your confidence in **Precision Pump Systems (PPS)** to supply the best equipment and service available in the industry today.

Equipment Scope & Services Include:

(2)-XFP 150G CB1.4PE210/4

PN#GXDA3K C1111337

460V

NET PRICE 38,058.08

NOTES/EXCEPTIONS:

Unless specifically mentioned in this proposal for inclusion with proposed items, PPS has not included any other items or services. Items quoted are standard construction and paint unless otherwise noted. Motors sent in for rebuild that are "Listed Motors" i.e. UL, FM, etc. will not be re-certified unless specifically stated at time of repair. Any sale of goods is based on our "Standard Terms & Conditions of Sales", request copy if needed. Proposal is limited to the items and quantities listed. Neither verbal nor handwritten changes are acceptable. Any revision to proposal will be provided in a re-typed "revised" proposal.

The equipment is quoted with freight allowed to the jobsite. Current estimated delivery of items is running approximately ____ weeks after receipt of approved submittal drawings. **Please note lead time is estimated at time of quote and may differ at time of order.** Submittals can be furnished approximately ____ weeks after receiving acceptable purchase order. **Quote is valid for 60 days from original date.**

We look forward to working with you on this and any future projects. If you have any questions or thoughts, please do not hesitate to call.

Sincerely,
Priscilla Dominguez
Outside Sales

PRECISION PUMP SYSTEMS

M: 956.578.1053

pdominguez@zoneindustries.com

APPROVED BY: _____

Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPS will furnish Insurance Certificate upon request. The above quotation is subject to PPS's standard conditions of sale and any party's acceptance to purchase items @ cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPS & other parties unless specifically noted otherwise by PPS in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless within revised written proposal provided. This offer is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested. There will be a 1% Interest per Month Charge on All Payments Past 60 Days. By Signing this Quote, means you have read and agree to all Terms and Conditions.

P.O. Box 73149, Houston, TX 77273 Tel: 713-783-8530 Fax: 713-783-1221



PRECISION PUMP SYSTEMS

3908 East Richardson
Edinburg TX 78542
Phone: 956-378-9270

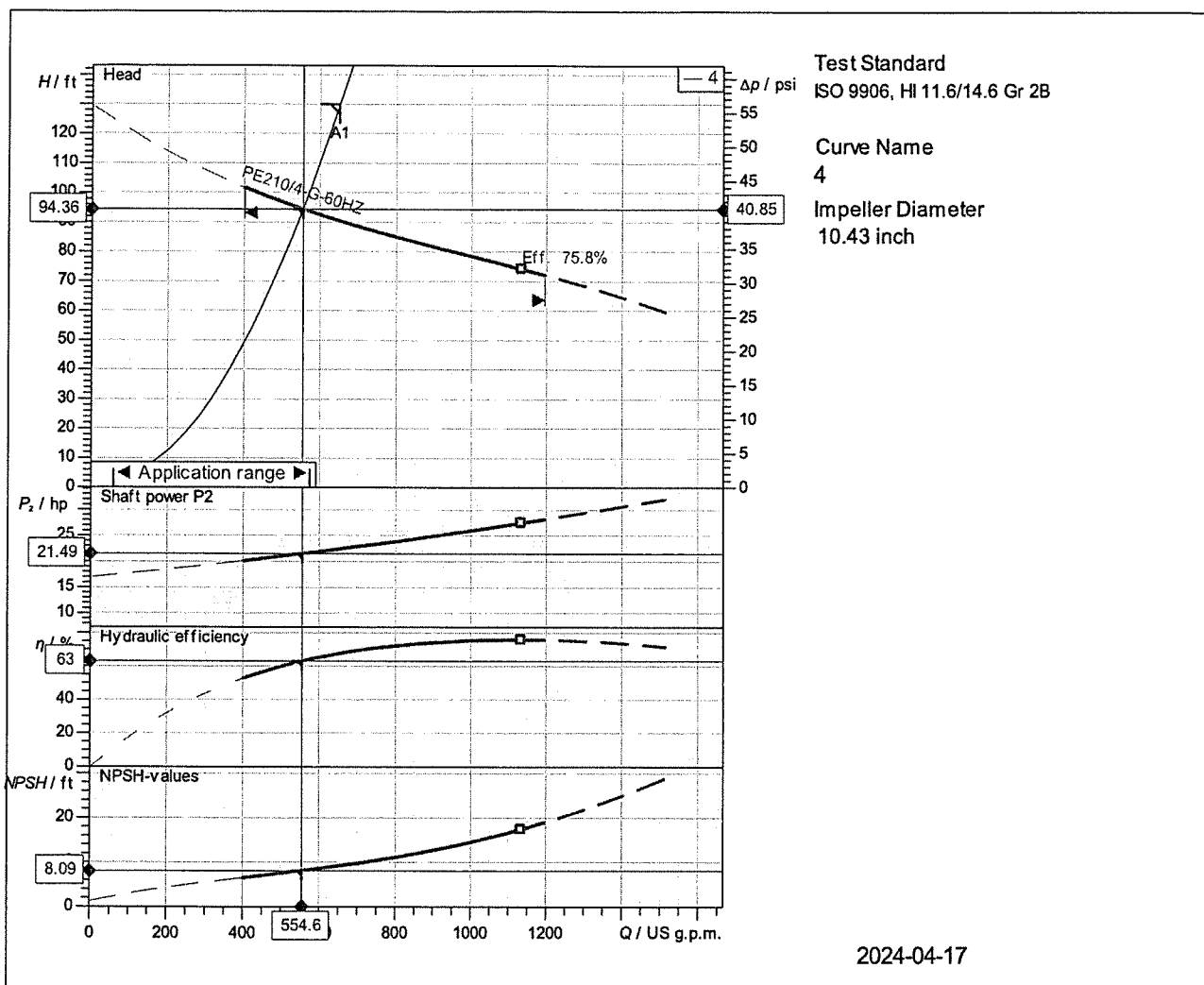
BuyBoard Contract # 672-22

DATE: _____

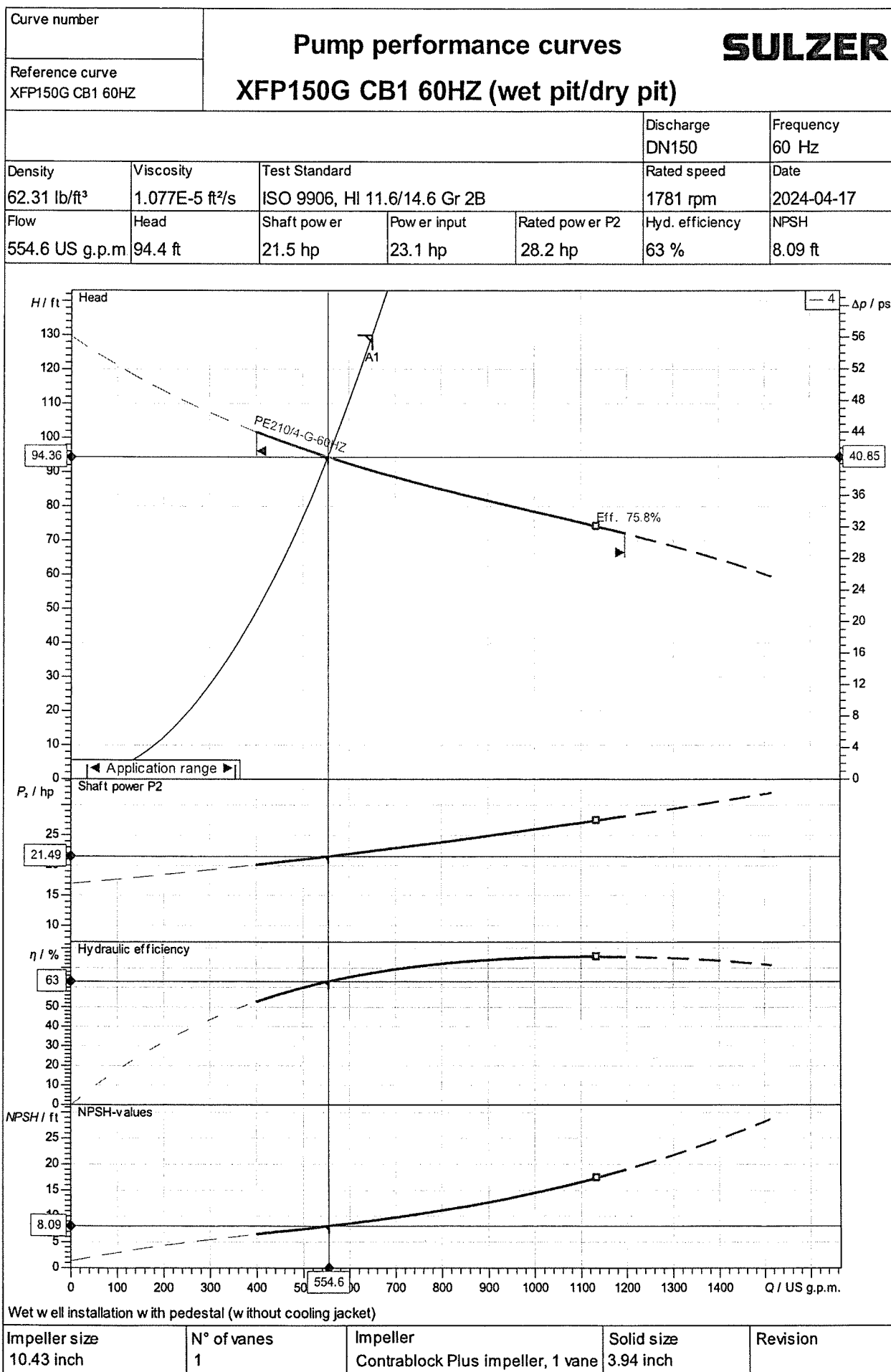
Terms are net 30, upon approved credit. No taxes are included. Prices firm for 30 days only. Note: Retainers are not considered as part of the terms of the quotation. PPE will furnish Insurance Certificate upon request. The above quotation is subject to PPE's standard conditions of sale and any parties acceptance to purchase items & cost noted hereby signify that they have read and understand those conditions and agree to them. These said terms & conditions shall have absolute & overriding authority of any agreement between PPE & other parties, unless specifically noted otherwise by PPE in writing. No verbal or handwritten changes to this proposal shall be acceptable, unless revised written proposal provided. This quote is not a Bill of Sale. Customer must supply written notice of any order cancellation and is solely responsible for All cost associated with any order cancellation requested.

P.O. Box 450270, Houston, TX 77245 Tel: 713-783-8530 Fax: 713-783-1221

XFP150G CB1 60HZ (wet pit/dry pit)



Operating data specification		Power input	
Flow	554.6 US g.p.m.	Head	23.1 hp
Efficiency	63 %	Shaft power	94.4 ft
NPSH	8.09 ft	Fluid	21.5 hp
Temperature	68 °F	Nature of system	Water
No. of pumps	1		Single head pump
Pump data		Make	
Type	XFP150G CB1 60HZ (wet pit/dry pit)	Impeller	SULZER
Series	XFP PE1-PE3	Impeller size	Contrablock Plus impeller, 1 vane
N° of vanes	1	Suction flange	10.43 inch
Free passage	3.94 inch	Type of installation	DN150
Discharge flange	DN150		Wet well installation with pedestal (without cooling jacket)
Moment of inertia	2.24 lb ft²		
Motor data		Frequency	
Rated voltage	460 V	Nominal Speed	60 Hz
Rated power P2	28.2 hp	Efficiency	1770 rpm
Number of poles	4	Rated current	93.6 %
Power factor	0.979	Rated torque	35.4 A
Starting current	310 A	Degree of protection	83.4 lbf ft
Starting torque	292 lbf ft	No. starts per hour	IP 68
Insulation class	H		15



Frequency
60 Hz

PE3A

Motor performance curve

PE210/4-G-60HZ

SULZER

Rated power
28.2 hp

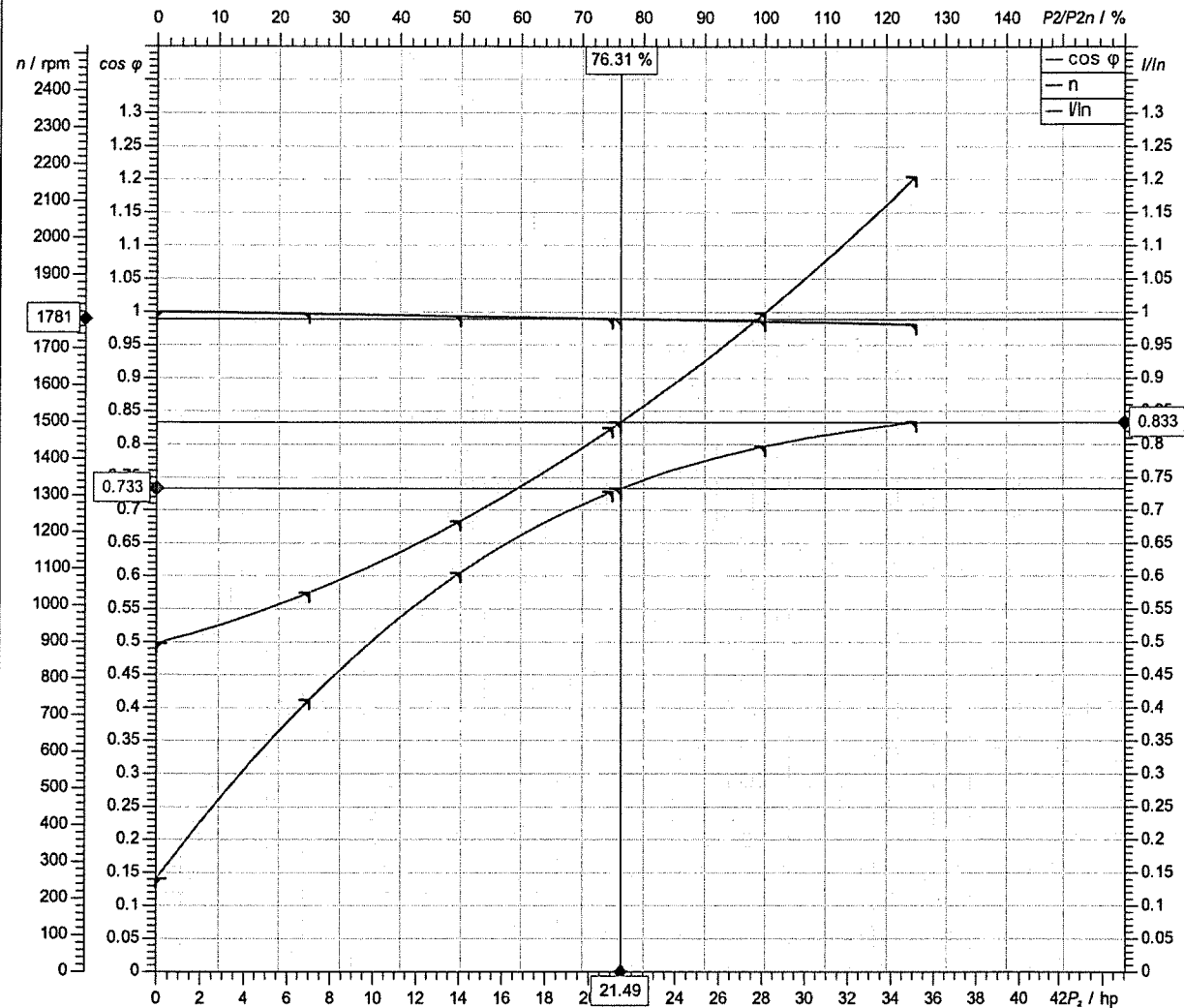
Service factor
1.3

Nominal Speed
1774 rpm

Number of poles
4

Rated voltage
460 V

Date
2024-04-17



Symbol	No load	25 %	50 %	75 %	100 %	125 %
P ₂ / hp	0	7.04	14.08	21.12	28.16	35.2
P ₁ / hp	2.654	8.955	15.64	22.72	30.1	37.99
I / A	17.62	20.34	24.2	29.2	35.35	42.63
cos φ	0.141	0.412	0.6049	0.7281	0.797	0.834
n / rpm	1800	1795	1788	1781	1774	1766
s / %	0	0.2789	0.6645	1.058	1.443	1.889
M / lbf ft	0	20.6	41.36	62.29	83.38	104.7
η / %	0	78.62	90.03	92.98	93.56	92.67

Tolerance according to VDE 0530 T1 12.84 for rated power

Starting current
310 A

Starting torque
292 lbf ft

Moment of inertia
5.14 lb ft²

No. starts per hour
15

ZONE INDUSTRIES/PRECISION PUMP SYSTEMS
PO Box 73149
Houston, TX 77273
956-378-9270



QUOTATION

Order Number	
1029386	
Order Date	Page
08/07/2023 15:05:45	1 of 1

Quote Expires On: 09/06/2023

Bill To:

Weslaco, City of
City of Weslaco
255 S. Kansas
Weslaco, TX 77486

956-968-3181

Ship To:

Weslaco, City of
City of Weslaco
2500 N Texas Blvd
Weslaco, TX 78599

Requested By: AP Contact

Customer ID: 12040

PO Number					Ship Route	Inside Sales			
Lift Station No. 3						WILLIE.MATA			
Quantities					Item ID	Pricing			
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description	UOM		Unit Price	Extended Price
				Disp.		Unit Size			
Delivery Instructions: shipping & handling									
1	0	1	EA		XFP 150G CB1 PE210/4	EA		18,811.00	18,811.00
			1.0		ABS Model XFP 150G CB1 PE210/4 Submersib	1.0			
					ABS Model XFP 150G CB1 PE210/4				
					Submersible Pump				
					XFP150G CB1.4PE210/4-G				
					460/60/3				
					Conditions: 651 GPM @ 130' TDH				

Total Lines: 1

SUB-TOTAL: 18,811.00

TAX: 0.00

FREIGHT: 354.00

AMOUNT DUE: 19,165.00

U.S. Dollars



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-574	
From: David Arce			
Subject: Discussion and consideration to award RFB No. 2023-24-26 Waterworks Collection and Distribution Materials to the primary vendor, Aguaworks Pipe & Supply, LLC. and Ferguson as the secondary vendor, for a period of one year, for material to be purchased on an as-needed basis not to exceed \$500,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: Aguaworks Pipe & Supply, LLC. has submitted a complete bid for RFB No. 2023-24-26, despite some past issues with timely deliveries. Since they have offered a complete bid, the recommendation is to approve them as the primary supplier. However, to mitigate any potential delays, Public Works staff is requesting Ferguson to be approved as the secondary vendor. This way, if Aguaworks encounters any difficulties in fulfilling orders promptly, Ferguson can step in to ensure continuity of supply. Staff recommends this arrangement to ensure the smooth operation of the Water and Distribution division and fulfilling the procurement process.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
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 David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 RFB WATER SUPPLIES , BID FORM MATERIALS LIST 2023-24-26			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: June 18, 2024

To: City Commission

From: David Arce, Public Works Director

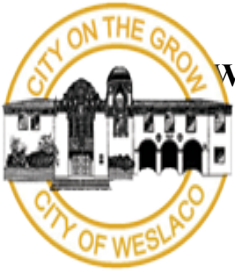
Subject: WATERWORKS COLLECTION & DISTRIBUTION MATERIALS

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

We received 3 bids from for the RFB 2023-24-26

Aguaworks Pipe & Supply, LLC. has submitted a complete bid for RFB No. 2023-24-26, despite some past issues with timely deliveries. Since they have offered a complete bid, the recommendation is to approve them as the primary supplier. However, to mitigate any potential delays, Public Works staff is requesting Ferguson to be approved as the secondary vendor. This way, if Aguaworks encounters any difficulties in fulfilling orders promptly, Ferguson can step in to ensure continuity of supply. Staff recommends this arrangement to ensure the smooth operation of the Collections and Distribution division and fulfilling the procurement process.

Staff Recommends Approval.



CITY OF WESLACO

Waterworks Storm, Collection and Distribution Materials Specifications & Bid Form

RFB No.: 2023-24-26

ACT PIPE SUPPLT
1004 N. SHARY RD.
MISSION, TX
956-583-1558
TONY ORTEGA

Part A: Full Circle Clamps & Couplings

<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>
1	1	2X7 1/2 FCC 2.35-2.63 O.D. stainless steel	53.03
2	1	2X12 1/2 FCC 2.35-2.63 O.D. stainless steel	75.60
3	1	3 x 7 1/2 3.73-4.00 FCC Clamp stainless steel	62.05
4	1	3 x 12 1/2 3.73-4.00 FCC Clamp stainless steel	89.80
5	1	4X7 1/2 FCC 4.45-4.73 O.D. stainless steel	72.53
6	1	4X7 1/2 FCC 4.74-5.14 O.D. stainless steel	72.53
7	1	4X7 1/2 FCC 4.95-5.35 O.D. stainless steel	72.53
8	1	6X7 1/2 FCC 6.84-7.24 O.D. stainless steel	87.30
9	1	6X7 1/2 FCC 7.05-7.45 O.D. stainless steel	87.30
10	1	6X12 1/20FCC 7.05-7.45 O.D. stainless steel	125.61
11	1	6X12 1/20FCC 7.45-7.85 O.D. stainless steel	125.61
12	1	6X30 FCC 6.84-7.24 O.D. stainless steel	333.83
13	1	6X30 FCC 7.45-7.85 O.D. stainless steel	333.83
14	1	6X20 FCC 6.84-7.24 O.D. stainless steel	228.77
15	1	8X7 1/2 FCC 8.99-9.39 O.D. stainless steel	92.12
16	1	8X12 1/2 FCC 8.99-9.39 O.D. stainless steel	147.71

17	1	8X7 1/2 FCC 9.27-9.67 O.D.	stainless steel	92.12
18	1	8X20 FCC 8.99-9.39 O.D.	stainless steel	247.17
19	1	8X30 FCC 8.99-9.39 O.D.	stainless steel	361.45
20	1	8X30 FCC 9.27-9.67 O.D.	stainless steel	361.45
21	1	8X20 FCC 9.27-9.67 O.D.	stainless steel	247.17
22	1	12X12 1/2 FCC 13.10-13.50 O.D.	stainless steel	230.74
23	1	12X20 FCC 13.10-13.50 O.D.	stainless steel	363.49
24	1	12X20 FCC 14.10-14.40 O.D.	stainless steel	363.49
25	1	6" Quantum or equal		161.33
26	1	8" Quantum or equal		196.92
27	1	12 Quantum AC-PVC / DR18		349.06
28	1	3/4 X 3 Leak Repair Clamp. 1.05 O.D.		13.50
29	1	1 x 3 Leak Repair Clamp		13.89
30	1	1 1/4 X 3 Leak Repair Clamp. 1.66 O.D.		14.62
31	1	2 X 3 Leak Repair Clamp 2.37 O.D.		22.70
32	1	3/4"-3 Part Union CTS Comp. X CTS Comp.		20.69
33	1	1" 3 Part Union CTS Comp. X CTS Comp.		23.67
34	1	6X12 1/2 FCC 6.84-7.24 O.D.		125.61
35	1	8X12 1/2 FCC 9.27-9.67 O.D.		147.71
36	1	1"X3/3X13.5 U Branch CTS x MIPT		80.29
37	1	1"X5/8X3/4 CTS Comp.X MN Angle Stop		49.89
38	1	12X20 FCC 14.10-14.40	stainless steel	363.49
39	1	10X12 1/2 FCC O.D. 11.04-11.44	stainless steel	160.49
40	1	10X20 FCC O.D. 11.04-11.44	stainless steel	246.61
41	1	8X20 FCC O.D. 9.40-9.50	stainless steel	247.17
42	1	8X12 1/2 FCC O.D. 9.27-9.67	stainless steel	147.71
43	1	6X12 1/2 FCC O.D. 6.84-7.24	stainless steel	125.61
44	1	6X20 FCC O.D. 6.84-7.24	stainless steel	228.77

45	1	6 X 20 FCC 7.05 - 7.45	stainless steel	228.77
46	1	6 X 20 FCC 7.45 - 7.85	stainless steel	228.77
47	1	16 x 20 double band f.c.c.for C900 17.15 17.90		417.85
48	1	16 x 20 triple band f.c.c for A/C 18.00/19.20		562.13
49	1	18x20 triple band f.c.c.for C/I & C900 19.50/20.70		562.13
50	1	1 1/4 Dresser Coupler (Smith Blair)		60.13
51	1	1 1/2 Dresser Coupler (Smith Blair)		71.88
52	1	1" Dresser Coupler (Smith Blair)#411-105		57.53
53	1	.75 Dresser Couplers 411-105		55.56
54	1	2" Dresser Couplers 411-105		87.70
55	1	ALPHA Restrained Joint 4" 4.50-4.90		406.18
56	1	ALPHA Restrained Joint 6" 6.60-7.00		594.40
57	1	ALPHA Restrained Joint 8" 8.60-9.10		767.71
58	1	ALPHA Restrained Joint 10" 10.75-11.20		974.51
59	1	ALPHA Restrained Joint 12" 12.75-13.30		1,147.33
60	1	ALPHA XL Restrained Joint 4" 4.80-5.10		422.44
61	1	ALPHA XL Restrained Joint 6" 6.90-7.20		581.82
62	1	ALPHA XL Restrained Joint 8" 9.05-9.40		751.46
63	1	ALPHA XL Restrained Joint 10" 11.10-11.45		953.87
64	1	ALPHA XL Restrained Joint 12" 13.20-13.60		1,123.02
65	1	ALPHA Restrained End CAP 4" 4.50-4.90		288.27
66	1	ALPHA Restrained End CAP 6" 6.60-7.00		369.91
67	1	ALPHA Restrained End CAP 8" 8.60-9.10		517.31
68	1	ALPHA Restrained End CAP 10" 10.75-11.20		808.66
69	1	ALPHA Restrained End CAP 12" 12.75-13.30		904.32
70	1	ALPHA XL Restrained End CAP 4" 4.80-5.10		294.02
71	1	ALPHA XL Retrained END CAP 6" 6.90-7.20		377.31
72	1	ALPHA XL Restrained End Cap 8" 9.05-9.40		527.65

73	1	ALPHA XL Restrained End Cap 10" 11.10-11.45	824.84
74	1	ALPHA XL Restrained End Cap 12" 13.20-13.60	922.40
75	1	Patch Clamp 1/2 inch	50.75
76	1	Patch Clamp 3/4 inch	51.31
77	1	Patch Clamp 1" inch	54.56
78	1	Patch Clamp 1 1/4" inch	56.23
79	1	Patch Clamp 1 1/2 " inch	57.18
80	1	Patch Clamp 2" Inch	65.00
81	1	16" Quantum AC-PVC / DR18	530.45
82	1	JCM Service Saddles 4x1 AC stainless steel	60.10
83	1	JCM Service Saddle 6x1 AC stainless steel	68.81
84	1	JCM Service Saddle 6x1 C-900 stainless steel	81.51
85	1	JCM Service Saddle 8x1 AC stainless steel	68.81

PART A SUB TOTAL:

\$ 24,101.55

Part B: Brz. Meter Service Connections

<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>
1	1	3/4 X 2 1/2 Cast Brz Meter Cplg N/L	11.66
2	1	1 X 2 5/8 Cast Brz Meter Cplg N/L	17.93
3	1	3/4 part Cplg Flare X Flare N/L	19.11
4	1	3/4 Corporation Stop Mip X Flare N/L	34.47
5	1	3/4 Corporation Stop Mip X CTS Comp. N/L	37.06
6	1	1 Corporation Stop Mip X Flare N/L	52.67
7	1	1" Corporation Stop Mip x CTS Comp. N/L	56.06
8	1	2 Ball Corp. Stop Mipt X Fipt w/ 2" Tee Head N/L	267.76
9	1	3/4 Angle Meter Stop FIPT X MN w/ LW N/L	35.28
10	1	3/4 Angle Meter Stop CF X MN w/LW N/L	45.11

11	1	2 Angle Meter Stop FIPT X MF w/LW N/L	241.32
12	1	2 X 3/4 IPT Brz S/S Saddle F/PVC Class Pipe	24.26
13	1	2 X 1 IPT Brz S/S Saddle F/PVC Class Pipe	24.26
14	1	4 X 3/4 IPT Brz S/S Saddle F/C-900	41.15
15	1	4 X 2 IPT Brz S/S Saddle F/C-900	102.91
16	1	4 X 1 IPT Brz S/S Saddle F/C-900	41.15
17	1	4 X 3/4 IPT Brz D/S Strap Saddle F/AC & CI	102.87
18	1	4 X 1 IPT Single Strap Saddle AC & CI	56.72
19	1	6 X 1 IPT Brz S/S Saddle F/C-900	56.20
20	1	6 X 2 IPT Brz S/S Saddle F/PVC Class Pipe	106.03
21	1	6 X 1 IPT Brz Single Strap Saddle AC & CI	69.00
22	1	8 x 3/4 IPT Brz S/S Saddle F/C-900	78.65
23	1	8 x 1 IPT Brz Dbl Strap Saddle AC & CI	149.97
24	1	8 X 2 IPT Brz Dbl. Strap Saddle	171.88
25	1	12 X 3/4 IPT Brz Dbl. Saddle F/ AC & DI	217.43
26	1	12 X 1 IPT Brz Dbl. Saddle F/AC & DI	217.43
27	1	12 X 2 IPT Brz Dbl. Saddle F/ AC & DI	249.66
28	1	12 X 3/4 IPT S/S Saddle F/ C-900	228.99
29	1	12 X 1 IPT S/S Saddle F/ C-900	228.99
30	1	12 X 2 IPT S/S Saddle F/ C-900	228.99
31	1	1" Angle Stop CF X MN w/LW N/L	61.75
32	1	3/4 Angle Stop CTS Comp X MN w/LW N/L	45.11
33	1	8" X 1" IPT S/S Saddle F/C-900	78.65
34	1	4X3/4 IPT S/S Saddle F/PVC Class pipe	37.66
35	1	4X2" IPT S/S Saddle F/PVC Class Pipe	81.12
36	1	4X1 IPT S/S Saddle F/PVC Class Pipe	37.66
37	1	2"Brass Thread 90 Degrees N/L	22.39
38	1	2"Brass Thread Couplers N/L	19.30

39	1	2" Brass Thread 45 Degrees N/L	24.64
40	1	2" Corporation Stop Mip X Mip Thread Tee head 1	279.66
41	1	3/4" Angle Stop CTS Comp X MN w/LW N/L	45.11
42	1	1" Angle Stop Comp w/Locking wing N/L	61.75
43	1	3/4 c.f. x m.n. curb stop w/ lock wing	74.87
44	1	1 x 3/4 Brz Bushing N/L	3.64
45	1	2 x 4 Std Brz Nipple N/L	16.76
46	1	1"x3/4 angle stop	49.87
47	1	2 x cl Std Brz Nipple N/L	10.28
48	1	2 x 6 Std Brz Nipple N/L	24.75
49	1	2 x 12 Std Brz Nipple N/L	48.76
50	1	6 X 2 Tapping Saddle dbl strap A/C	152.22
51	1	1" c.f. x m.n. curb stop w/ lock wing	111.38
52	1	3/4" Straight Cut Off Fip X Fip W/Lockwing N/L	60.71
53	1	1" Straight Cut Off Mip X Fip W/Lockwing N/L	94.97
54	1	Hydrant Brass CAP 2" male NPT Outlet	50.00
55	1	Hydrant Brass CAP 1/4 NPT Outlet	0.00
56	1	3/4" Brass Tee Comp X Comp X Comp N/L	50.07
57	1	Female X Male Reducers 2.5" to 2"	28.00
58	1	1" Brass Tee Comp X Comp X Comp N/L	53.59

	PART B SUB TOTAL:	\$ 4,839.64
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Part C: Gate Valves Hydrants & Valve Boxes			
<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>
1	1	2" IB R/W Threaded Gate Valve	NO BID
2	1	4 MJ Gate Valve R/W less accy	NO BID
3	1	6 MJ Gate Valve R/W less accy	NO BID

4	1	8 MJ Gate Valve R/W less accy	NO BID
5	1	6 MJ x Flg. Gate Valve R/W less accy	NO BID
6	1	8 MJ x Flg. Gate Valve R/W less accy	NO BID
7	1	18-24 Valve Boxes w/lids	54.95
8	1	Valve Box Spacer 2"	19.50
9	1	Valve Box Spacer 4"	31.02
10	1	Valve Box Spacer 6"	NO BID
11	1	4' Bury Fire Hydrant w/6 Aquagrip shoe F/DIP	NO BID
12	1	5' Bury Fire Hydrant w/6" Aquagrip shoe F/DIP	NO BID
13	1	6" super centurion A423 5 1/4 Mueller F.H. ext.	NO BID
14	1	12" super centurion A423 5 1/4 Mueller F.H. ext.	NO BID
15	1	18" super centurion A423 5 1/4 Mueller F.H. ext.	NO BID
16	1	24" super centurion A423 5 1/4 Mueller F.H. ext.	NO BID
17	1	36" super centurion A423 5 1/4 Mueller F.H. ext.	NO BID
18	1	MJ Fitting for 4" PVC Pipes 90° L/Accy	69.00
19	1	MJ Fitting for 6" PVC Pipes 90° L/Accy	112.91
20	1	MJ Fitting for 8" PVC Pipes 90° L/Accy	163.09
21	1	MJ Fitting for 10" PVC Pipes 90° L/Accy	258.23
22	1	MJ Fitting for 12" PVC Pipes 90° L/Accy	347.61
23	1	MJ Fitting for 4" PVC Pipes 45° L/Accy	57.50
24	1	MJ Fitting for 6" PVC Pipes 45° L/Accy	91.48
25	1	MJ Fitting for 8" PVC Pipes 45° L/Accy	133.30
26	1	MJ Fitting for 10" PVC Pipes 45° L/Accy	192.36
27	1	MJ Fitting for 12" PVC Pipes 45° L/Accy	287.50
28	1	MJ Fitting for 4" PVC Pipes Tee's L/Accy	90.43
29	1	MJ Fitting for 6" PVC Pipes Tee's L/Accy	162.05
30	1	MJ Fitting for 8" PVC Pipes Tee's L/Accy	242.55
31	1	MJ Fitting for 10" PVC Pipes Tee's L/Accy	346.05

32	1	MJ Fitting for 12" PVC Pipes Tee's L/Accy	483.00
33	1	Hose Monster 2.5" NST Flusher	NO BID
34	1	Weather Tough Padlocks Keyed Alike	NO BID
35	1	Kupferles Eclipse 9700 automatic flusher	NO BID
36	1	Hose Monster 4" to 4.5" Flusher	NO BID
37	1	Hydrant Flow and Pressure Testing kits/gauges	NO BID
38	1	Reed Service line Shears	NO BID
39	1	Safty flange repair kit For Mueller FH	240.00
40	1	18" MJ Gate Valve R/W less accy	NO BID
41	1	20" MJ Gate Valve R/W Less accy	NO BID
42	1	16" MJ Gate Valve R/W Less accy	NO BID
43	1	16x8 MJ X MJ tee	730.77
44	1	16x12 MJ x MJ Tee	873.48
45	1	12x8 MJ x MJ Tee	376.89
46	1	12x6 MJ x MJ Tee	327.75
47	1	12x8 MJ x Flange Tee	478.82
48	1	12x6 MJ x Flange Tee	431.25
49	1	8x8 MJ x MJ Tee	242.55
50	1	6x6 MJxMJ Tee	162.05
51	1	4x4 MJxMJ Tee	90.43
52	1	8x8 MJ x Flange Tee	287.50
53	1	6x6 MJ x Flange Tee	186.61
54	1	4x4 MJx Flange Tee	118.14
55	1	8x8 MJ x MJ 45°	133.30
56	1	6x6 MJxMJ 45°	91.48
57	1	4x4 MJxMJ 45°	57.50
58	1	8x8 MJxMJ 90°	163.09
59	1	6x6 MJxMJ 90°	112.91

60	1	4x4 MJxMJ 90°	69.00
61	1	3' Bury Fire Hydrant w/6 Aquagrip shoe F/DIP	NO BID
62	1	4" Gate Valve with ALPHA Connection	NO BID
63	1	6" Gate Valve with ALPHA Conneciton	NO BID
64	1	8" Gate Valve with ALPHA Connection	NO BID
65	1	10" Gate Valve with ALPHA Connection	NO BID
66	1	12" Gate Valve With ALPHA Connection	NO BID
67	1	Mueller Hydro Guard HG-6 Auto Flusher	NO BID
68	1	2" Telescopic Valve keys "Heavy Duty"	NO BID

PART C SUB TOTAL:

\$ 8,316.05

Part D: Sewer Items

<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>
1	1	24" M/H Rings & ductile Covers San. Sewer W/City LANDSCAPE Logo - Made in USA	NO BID
2	1	24" Manhole cover only San. Sewer W/City LANDSCAPE Logo - Made in USA	NO BID
3	1	27 x 2 hdpe grade rings	NO BID
4	1	Standard 24" Rain Guards for Sewer Manholes	NO BID
5	1	Fernco's Clamp for 4"x4" C.I./PVC X Clay	NO BID
6	1	Fernco's Clamp for 6"x6" C.I./PVC X Clay	NO BID
7	1	Fernco's Clamp for 10 x10 C.I. / PVC x Clay	NO BID
8	1	Fernco's Clamp For 12x12 C.I. / PVCx Clay	NO BID
9	1	Fernco's Clamp for 8"x8" C.I./PVC X Clay	NO BID
10	1	8 x 2 MJ Tapped Cap L/Accy	102.45
11	1	6 x 2 MJ Tapped Cap L/Accy	73.70
12	1	36" Manhole Ring & ductile Covers W/City landscape Logo - Made in USA	NO BID

		32" Manhole cover only San. Sewer W/City	
13	1	LANDSCAPE Logo - Made in USA	NO BID
14	1	34 x 2 hdpe grade rings	NO BID
15	1	24" pamtight d.i. ring & cover water tight	NO BID
16	1	32" pamtight d.i. ring & cover water tight	NO BID
17	1	Butyl Mastic sealant 21' roll	NO BID
18	1	25' N/O Weighted Float Switch	NO BID
19	1	40' N/O Weighted Float Switch	NO BID
20	1	3" L/W bronze face check valve L/Accy	NO BID
21	1	4" L/W bronze face check valve L/Accy	NO BID
22	1	6" L/W bronze face check valve L/Accy	NO BID
23	1	8" L/W bronze face check valve L/Accy	NO BID
24	1	10" L/W bronze face check valve L/Accy	NO BID
25	1	3' C/I threaded companion flanges	27.65
26	1	4" C/I threaded companion flanges	40.00
27	1	6" C/I threaded companion flanges	58.24
28	1	8" C/I threaded companion flanges	101.18
29	1	3" gate valve flg/flg L/Accy	NO BID
30	1	4" gate valve flg/flg L/Accy	NO BID
31	1	6" gate valve flg/flg L/Accy	NO BID
32	1	8'gate valve flg/flg L/Accy	NO BID
33	1	10" gate valve flg/flg L/Accy	NO BID
34	1	3" flange bolt set 304 w/RRFFG	19.18
35	1	4" flange bolt set 304 w/RRFFG	33.36
36	1	6" flange bolt set 304 w/RRFFG	52.59
37	1	8" flange bolt set 304 w/RRFFG	55.62
38	1	10" flange bolt set 304 w/RRFFG	158.21
39	1	12" flange bolt set 304 w/RRFFG	173.98

40	1	48"x3'x1/2" fiberglass M/H w/32" opening	1,661.11
41	1	48"x4'x1/2" fiberglass M/H w/32" opening	1,933.33
42	1	48"x5'x1/2" fiberglass M/H w/32" opening	2,200.00
43	1	48"x6'x1/2" fiberglass M/H w/32" opening	2,473.00
44	1	48"x7'x1/2" fiberglass M/H w/32" opening	2,752.22
45	1	48"x8'x1/2" fiberglass M/H w/32" opening	3,012.22
46	1	3" 50' discharge hose with quick connect	NO BID
47	1	6" 50' discharge hose with quick connect/Bauer	NO BID
48	1	12" Discharge hose with Bauer connections	NO BID
49	1	3" Suction hose with quick Connects	NO BID
50	1	6" suction hose with quick connects	NO BID
51	1	12" suction hose with Bauer connections	NO BID
52	1	4-6" multi Size Muni Ball Inflatable Plug	NO BID
53	1	6-8 Multi size Muni Ball Inflatable Plug	NO BID
54	1	8-10 Multi Size Muni Ball Inflatable Plug	NO BID
55	1	10-12 Multi Size Muni Ball Inflatable Plug	NO BID
56	1	12-18 Multi Size Muni Ball Inflatable Plug	NO BID
57	1	18-24 Big Mouth Plug	NO BID
58	1	40' Lansas Poly Lift Rope/Inflation Hose	NO BID
59	1	24" metal lid raisers for manhole lids	NO BID
60	1	30" SupereCover manhole R/C	NO BID
61	1	24"SuperCover Composite Mahole Ring and Cove	NO BID
62	1	Red, White , and Blue Inverted marking paint	6.36
63	1	H-TEC Automatic air realese and Vacuum valve, s	NO BID
64	1	steel 316 Ti for operating range 0-250 PSI	NO BID
65	1	32" metal manhole lid riser	NO BID
66	1	I CON COUPLING INTERNAL PUSHFIT COUF	NO BID
67	1	I CON COUPLING INTERNAL PUSHFIT COUF	NO BID

68	1	MaxAdaptor 4"	NO BID
69	1	MaxAdaptor 6"	NO BID
70	1	MaxAdaptor 8"	NO BID
71	1	Max Adaptor 10"	NO BID
72	1	MaxAdaptor 12"	NO BID
73	1	max Adaptor 12"	NO BID

PART D SUB TOTAL:

\$ 14,934.40

Part E: PVC Materials/supplies

<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>
1	1	18" PVC c/900 Pipe DR 18	NO BID
2	1	16" PVC c/900 Pipe DR 18	NO BID
3	1	12" PVC c/900 Pipe DR 18	49.58
4	1	10" PVC DR 18 Pipe	35.22
5	1	8" PVC c/900 Pipe DR 18	23.47
6	1	6" PVC c/900 Pipe DR 18	13.70
7	1	4" PVC DR18	6.69
8	1	3" PVC Sch 40 Pipe	5.00
9	1	4" PVC Sch 40 Pipe	5.50
10	1	6" PVC Sch 40 Pipe	7.00
11	1	2" PVC c/200 Pipe Gasket	2.20
12	1	1 1/2" Sch 40 PVC Pipe	2.10
13	1	1 1/4" Sch 40 PVC Pipe	1.85
14	1	1" Sch 40 PVC Pipe	1.50
15	1	3/4" Sch 40 PVC Pipe	1.40
16	1	12" C909 DR-18	NO BID

17	1	10" C909 DR-18	NO BID
18	1	8" C909 DR-18	NO BID
19	1	6" C909 DR-18	NO BID
20	1	4" C909 DR-18	NO BID
21	1	4" SDR 35	2.64
22	1	8" SDR 35	11.14
23	1	6" SDR 35	6.12
24	1	4" SDR 35	2.64
25	1	3/4 Polyethylene Serv. Tubing (100' Rolls)	0.50
26	1	1" Service Tubing	1.00
27	1	6" slip by slip couplings	NO BID
28	1	6" PVC Flanges	NO BID
29	1	4" slip by slip couplings	NO BID
30	1	4" PVC Flanges	NO BID
31	1	3" slip By slip couplings	NO BID
32	1	measuring wheels	NO BID
33	1	20" PVC c900 DR18	NO BID
34	1	3" PVC Flanges SCH 40	NO BID
35	1	3/4 PVC cap SCH 40	0.34
36	1	3/4 Coupling female/w threads SCH 40	1.19
37	1	2" slip by slip coupling SCH 40	1.16
38	1	2" End Caps SCH 40	1.00
39	1	2" 90's SCH 40	1.94
40	1	2" Tee SCH 40	2.39
41	1	2" 45's SCH 40	NO BID
42	1	3" Tee SCH 40	10.36
43	1	3" slip By slip couplings SCH 40	4.00
44	1	3" Cap SCH 40	3.46

45	1	3" 90's SCH 40	7.06
46	1	4" slip by slip couplings SCH 40	5.79
47	1	4" Tee SCH 40	18.74
48	1	4" 90 SCH 40	12.63
49	1	4" Cap SCH 40	7.88
50	1	PVC Cleaner	NO BID
51	1	PVC Glue Wet & Dry	NO BID
52	1	Lenox Plastic pipe saws 18"	NO BID
53	1	Lenox Plastic pipe saws 12"	NO BID
54	1	pipe dough	NO BID
55	1	14" x 1 all purpose diamond cutting blades wet/dry	NO BID
56	1	TS 800 STIHL cutquick	NO BID
57	1	Hymax Grip Swivel joining (LaLo) 4"	NO BID
58	1	Hymax Grip Swivel joining (LaLo) 6"	NO BID
59	1	Hymax Grip Swivel joining (LaLo) 8"	NO BID
60	1	Hymax Grip Swivel joining (LaLo) 10"	NO BID
61	1	Hymax Grip Swivel joining (LaLo) 12"	NO BID

	PART E SUB TOTAL:	\$ 257.19
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Part F Tapping Material Items			
<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>
1	1	Tapping Sleeve A/C 8"x6" (Stainless steel) / PVC	660.86
2	1	Tapping Sleeve 8X6 for c/900 (Stainless steel) / A/C	660.86
3	1	Tapping Sleeve 12x6 for C900PVC (Stless steel)	795.09
4	1	Tapping Sleeve 12x6 for A/C (Stainless steel)	795.09
5	1	Tapping Sleeve 12x8 for A/C (Stainless steel) / PV	1,036.46
6	1	4" MJ Romagrip Accy w/gasket for c-900 & IPS	NO BID

7	1	6" MJ Romagrip Accy w/gasket for c-900 & IPS	NO BID
8	1	8" MJ Romagrip Accy w/gasket for c-900 & IPS	NO BID
9	1	10" MJ Romagrip Accy w/gasket for c-900 & IPS	NO BID
10	1	12" MJ Romagrip Accy w/gasket for c-900 & IPS	NO BID
11	1	12X4 Tap Sleeve C900 (ALL STAINLESS STEEL)	722.69
12	1	12X4 Tap Sleeve A/C (ALL STAINLESS STEEL)	722.69
13	1	12 X 8 Tapping Sleeve C-900 (All Stainless Steel)	1,036.46
14	1	AquaTap Pro 2	NO BID

PART F SUB TOTAL:

\$ 6,430.20

Part G Meter Boxes / Lids			
<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>
1	1	1300 Meter Box w/Solid Blue Lid	NO BID
2	1	1500 Jumbo Meter Box w/Solid Blue Lid	NO BID
3	1	Lids Only - Solid 1300 Series Blue	NO BID
4	1	Lids Only - Solid 1500 Series Blue	NO BID
5	1	Meter Riser Brz. 1"x1"x10	NO BID
6	1	Meter Riser Brz. 5/8 x 5/8 x 7	NO BID
7	1	Plunger style barrel locks and keys (stainless steel)	NO BID
8	1	Barrel Lock Meter Keys "Brooks Key"	NO BID
9	1	Meter pit pumps w/6' discharge hose	NO BID
10	1	Lids only with plastic reader / 1300	NO BID
11	1	Lids only with plastic readers / 1500	NO BID
12	1	meter swivel locks	NO BID
13	1	Fire Hydrant Meter W/ Built in Strainer	NO BID
14	1	Fire Hydrant Backflow Preventer	NO BID
15	1	Universal Hydrant lock Barrel Type	NO BID

16	1	water valve locking device	NO BID
17	1	M12 Milwaukee stick transfer pump	NO BID

PART G SUB TOTAL:

\$ -

Part H Storm material

<i>Item No.</i>	<i>Qty</i>	<i>Product Description</i>	<i>Unit Price</i>
1	1	12x20 HP N 12 DW Storm Sld Pipe	11.59
2	1	30x20 HP N 12 DW Storm SLD Pipe	50.58
3	1	36x20 HP N 12 DW Storm SLD Pipe	55.71
4	1	18 N 12 HDPE SPLT Coupling	71.92
5	1	12 N 12 HDPE SPLT Coupling	25.33
6	1	Type "A" Curb Inlets	NO BID
7	1	Type "C" Grate Inlets	NO BID
8	1	Type "CC" Grate Inlets	NO BID
9	1	type "F" Inlets	NO BID
10	1	Type "M" Manholes	NO BID
11	1	Safety End Treatments 18"	NO BID
12	1	Safety End Treatments 24"	NO BID
13	1	RCP Gasket Only 18"	NO BID
14	1	RCP Gasket Only 24"	NO BID
15	1	RCP Gasket Only 30"	NO BID
16	1	RCP Gasket Only 36"	NO BID
17	1	RCP Gasket Only 42"	NO BID
18	1	Tong & Grove 18"	NO BID
19	1	Tong & Grove 24"	NO BID
20	1	Tong & Grove 30"	NO BID
21	1	Tong & Grove 36"	NO BID

PART H SUB TOTAL:

\$

215.13

PARTS A-B-C-D-E-F-G-H GRAND TOTAL:

59,094.16



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-633	
From:			
Subject: Discussion and consideration to enter into a contract with Boultinghouse Simpson Gates Architects for the Valley Nature Center roof project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: The Valley Nature Center building has had roof leaks that require repair. Staff requested authorization to solicit "Statements of Qualification for Architectural and Engineering Design Services" for a re-roof project. The question was raised if we could utilize original plans provided by Boultinghouse Simpson Gates Architecture to save time on the project. The City attorney recommended staff to review with BSG, being the original architect on file.			
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: May 14, 2024 - Discussion and consideration to authorize staff to solicit Statements of Qualification for Architectural and Engineering design services to re-roof the Valley Nature Center Building and authorize the Mayor to execute any related documents. No action take to allow time for staff to discuss further with the original architect on file, Boultinghouse Simpson Gates for any plans retained.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-634	
From:			
Subject: Discussion and consideration to award bid for RFB. #2023-24-06 New Theater Wall Construction and Demolition of Porter Doss Building to the lowest, responsive, responsible bidder CRC Development & Construction of McAllen, Texas for an amount not to exceed \$365,320 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: This project had a bid opening on May 31st and received three bids. After reviewing the bids and the disparity between the apparent low bidder (AJ3 Construction- Arturo Gonzalez) and the other two bids (CRC Development & Construction Co. and Peacock Construction), staff and architect met with the contractor to review and confirm their quote. Mr. Gonzalez confirmed at this meeting that he had missed an element of work in his quote and could not honor his bid, thus disqualifying him from consideration. The second-lowest bidder quote was from CRC Development & Construction Co. for an amount of \$365,320. Bids: AJ3 Construction (Weslaco) \$1147,835.10 CRC Development & Construction Co. (McAllen) \$365,320 *Recommended Award Peacock General Constructor (Harlingen) \$389,000			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: CRC Development & Construction Bid, BSG-BidRecommendationLtr-061224			

Responsibilities upon Approval:

City of Weslaco

New Theater Wall and Porter Doss Bldg. Demolition

City of Weslaco
255 S Kansas Ave
Weslaco, TX 78596

CRC

Development & Construction Co., LLC

Synergetic Solutions



Development & Construction Co., LLC

Synergetic Solutions

To whom it may concern:

Hello and greetings. My name is Carlo Cantu, and I am the President of CRC Development & Construction Company, LLC. I would like to introduce our company and offer a brief description of my background and experiences. We offer years of knowledge and experience that has continuously grown over the last 30 years as described on my attached resume. In my time as a General Contractor, I have always been responsible for the oversight and flow of all daily operations on all phases of the construction process from award through completion and turnover. Attached herein is a list of some of our past contracts and resume for your review. In the years of being involved in the architectural/engineering and construction industries, I've developed a unique and distinct skill set. My credentials involve rigorous instruction, training, and proven leadership qualities. My education and technical credentials are vast, which include a Master of Architecture from Texas Tech University.

My educational and hands on experience has enabled me the ability to comprehend all areas involved in today's architectural, engineering, and construction fields, which are extremely essential for successful project management in design, construction, or design-build. In my career, I have performed design, design-build, and general contracting services on a wide variety of projects. With 30 years of combined training and supervision which include working alongside numerous architects, engineers, and clients, my architectural, construction, and industry acumen has enabled me to obtain the welcomed competence that the construction and design professions demand.

In addition to the aforementioned, my architectural-construction experience includes master and site planning, complete building design, facility studies, programming, additions and renovations, code compliance reviews, ADA reviews and assessments, roof analysis & design, project management, change order preparation, construction supervision, trade coordination, building demolitions, asbestos abatements, and complete owner relations. I have been involved in all phases of the construction/architectural industry, from schematic design through completed construction.

Facility types in which I have obtained architectural and construction experience include but not limited to administrative suites, courtrooms, churches, museums, gymnasiums, educational facilities, science labs, learning/resource centers, vocational and agricultural facilities, medical facilities, athletic field houses, police & fire stations, multi-family, industrial food & beverage, warehouses, downtown beautification projects, and complete educational K-12 and higher education master planning, design, and construction. My considerable experiences have given me vast technical expertise and competence sought in the general contracting and design industry.

My mission has always been to deliver high quality design and construction services with integrity. My experience and credentials in the methodology of interpreting design and building systems to the current day construction industry is considerable, and my business practices have always been matter of fact and rooted in experience. I look forward to the opportunity of establishing a working relationship with your company. Thanks for your thoughtful consideration and I look forward to hearing from you.

Respectfully submitted,

Carlo R. Cantu

Carlo Cantu, President

CRC Development & Construction Company, LLC, 2016 S 45th St, McAllen, Texas 78503
(208) 972-1192 • info@crcdesign-build.com • ID PWL 032657 – AA - 3 • OR 229057 • WA 604-531-408

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

CRC Development & Construction Co. LLC

2016 S 45th St.

McAllen, TX 78503

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company

8111 LBJ Freeway, Suite 530

Dallas, TX 75251

OWNER:

(Name, legal status and address)

City of Weslaco

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Greatest Amount Bid (5% GAB)

PROJECT:

(Name, location or address, and Project number, if any)

New Theater Wall & Demolition of Porter Doss Building

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this May 22, day of 2024

(Witness) B. Custer

(Witness) Jeremy Farque

CRC Development & Construction Co. LLC

(Contractor as Principal)

(Seal)

(Title)

Old Republic Surety Company

(Surety)

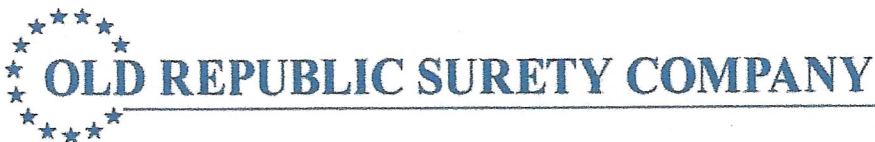
(Title)

Tommy Mulanax, Attorney In Fact

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

AIA Document A310™ – 2010 (rev. 10/2010). Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, email The American Institute of Architects' legal counsel, copyright@aia.org.

Init.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
JIM WHORTON, TOMMY G. MULANAX, ROSEMARIE LOPEZ, JEREMY FARQUE, KARLA DOMKE
MELANIE WOLTERS of AUSTIN, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 14th day of June, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 14th day of June, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5970



Signed and sealed at the City of Brookfield, WI this 22nd day of May, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

JIM WHORTON & ASSOCIATES, INC.



Development & Construction Co., LLC
Synergetic Solutions

City of Weslaco Non-Bribery Statement

5-31-2024

City of Weslaco
255 S Kansas Ave
Weslaco, TX 78596

Dear City of Weslaco,

The undersigned party certifies that CRC Development & Construction Co., LLC complies with the following criteria:

1. They have not engaged and will not engage in bribery of officials related to potential or active City of Weslaco projects.
2. They have corporate policies that clearly prohibit the use of any bribery in a corporate activity.
3. They have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offence indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Carlo Cantu

Printed name

Signature

President

Position in bidding company

5-31-2024

Date

DOCUMENT 00425

EQUIPMENT & MATERIAL SUPPLIERS LIST

PURPOSE: To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

A. EQUIPMENT AVAILABLE FOR THIS CONTRACT: The Bidder shall provide below a list of equipment available for use on this contract:

EQUIPMENT	OWN	RENT/LEASE (Supplier & Phone #)
N/A		



EQUIPMENT & MATERIAL SUPPLIERS LIST

[illegible]

PROJECT #2023-24-06
CITY OF WESLACO
NEW THEATER WALL CONSTRUCTION
& DEMOLITION OF PORTER DOSS BUILDING

EQUIPMENT & MATERIAL SUPPLIERS LIST

--	--

BIDDER

Executed this: 31st Day of: MAY ~~2020~~ 2024

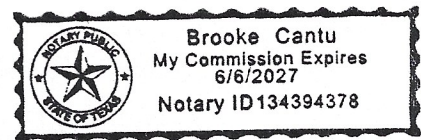
By: CRC DEVELOPMENT & CONSTRUCTION CO. LLC
BIDDER

Title: [Signature] President

NOTARY PUBLIC

State of Texas

County of: Hidalgo



Subscribed and sworn to before me this:

31st May
B. Cantu

NOTARY PUBLIC

END OF DOCUMENT



**CERTIFICATE OF BIDDER'S
EXPERIENCE & QUALIFICATIONS**

DOCUMENT 00423

**CERTIFICATE OF BIDDER'S
EXPERIENCE & QUALIFICATIONS**

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 31st day of May, 2024.

ORC DEVELOPMENT & CONSTRUCTION CO. LLC
Name of Bidder

N/A
Contractor's License No. and State

[Signature]
Signature of Bidder

President
Title of Signatory

END OF DOCUMENT



DOCUMENT 00420

STATEMENT OF BIDDER'S QUALIFICATIONS

BIDDER:

PROJECT NAME:

CRC DEVELOPMENT {CONST.CO. LLC	CITY OF WESLACO New Theater Wall & PORTER DOSS Bldg Demo
--------------------------------	--

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 26

1.2 How many years has your organization been in business under its present business name?

26

1.2.1 Under what other or former names has your organization operated?

N/A

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: Sept 1998

1.3.2 State of incorporation: Texas

1.3.3 President's name: CARLO CANTU

1.3.4 Vice-president's name(s): N/A

1.3.5 Secretary's name: N/A

1.3.6 Treasurer's name: N/A

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: _____

1.4.2 Type of partnership
(if applicable): _____

1.4.3 Name(s) of general
partner(s): _____



1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: _____

1.5.2 Name of owner: _____

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. Indicate name, license number and expiration date for Master Plumber or other trade required under the Instructions to Bidders section of this Bid, if applicable.

TX - G.C.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

N/A

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

METAL STUDS, SHEETROCK

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it? No

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No



**STATEMENT OF
BIDDER'S QUALIFICATIONS**

- 3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? NO
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) NO
- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date. Hartman Housing Authority - Head START RENOVATIONS
- 3.4.1 State total worth of work in progress and under contract: \$304,320
- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
- 3.5.1 State annual amount of construction work performed each year during the past five years:
- | Year | Amount |
|---------------------|--------|
| <u>See Attached</u> | |
| | |
| | |
| | |
| | |
| | |
- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. Submit resumes of Key Personnel (as defined in the Instructions to Bidders. Bidder hereby certifies that the Resident Superintendent has the authority to act on behalf of the Contractor at all times. No substitution shall be made without the written authorization of the Owner and the Architect based upon acceptance of the qualifications of the proposed substitute. ✓
- 3.7 Provide form 00423 "Certification of Bidder's Qualifications" as evidence that the Bidder meets the minimum criteria called out in the Instructions to Bidders. ✓

4. REFERENCES

- 4.1 On a separate sheet, list three (3) Trade References and two (2) Bank References:
- 4.2 Surety:

Name and telephone number of Bonding Company: Old Republic 512-372-2215



STATEMENT OF
BIDDER'S QUALIFICATIONS

Name, telephone and address of Agent:

Tom Mulzuez
Whorton Ins. Services
11200 Jollyville Rd.
Austin, TX 78759
512-372-2215

5. FINANCING

5.1 Financial Statement (Not Applicable to this Request for Bid Proposals)

6. SIGNATURE

6.1 To be executed by a Principal of the firm authorized to certify the foregoing information:

CARLO CANTU, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

6.2 Dated at 1:00 PM this 31st day of May, 2024.

Name of Organization: CRC DEVELOPMENT & CONST. CO. LLC

By:

Printed Name:

Title:

[Signature]
CARLO CANTU
President

END OF DOCUMENT



Document 00310

FORM OF PROPOSAL

To: CITY OF WESLACO

Project No.: 2023-24-06

Project: City of Weslaco, Demolition of Porter Doss & Surrounding Buildings

Bidder: CRC DEVELOPMENT & CONSTRUCTION CO., LLC
[Print or type full name of proprietorship, partnership, corporation, or joint venture]

1.0 OFFER

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Architect for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price of:

Three Hundred Sixty Five Thousand Three Hundred Twenty ^{00/100}
[Print or type in words, Bidder's Total Base Bid Price] (Dollars)

(\$ 365,320)
[Print or type in figures, Bidder's Total Base Bid Price]

Lump Sum Bid. Total Lump Sum Bid, including Contingency Allowance indicated on Document 01020. Document 00405 - Schedule of Unit Price Work and Alternate Bids.

Alternate Bids. Alternate Bid work, as described in the Bid Documents, will be performed for an amount added or deducted to the Total Bid Price for each Alternate Bid that is accepted by the Owner. The Owner may accept or reject any or all Alternate Bids.

Security Deposit. Included herewith is a Security Deposit in the amount of 5 percent of the greatest amount of the Total Bid Price, or Total Alternate Bid Price(s).

Period for Bid Acceptance. This offer shall be open to acceptance and is irrevocable for 90 days from the Bid date. That period may be extended by mutual written agreement of the Owner and the Bidder. After 90 days, the Bidder may withdraw without penalty if no mutual agreement can be reached.

2.0 CONTRACT TIME

If this offer is accepted, Substantial Completion of the Work will be achieved within the time stated in Document 00020 - Notice to Bidders. The Date of Commencement will be established by the Notice to Proceed.



3.0 ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs relating thereto are included in the Bid Price:

Addendum No. 1, dated 5-17-2024
Addendum No. 2, dated 5-20-2024
Addendum No. 3, dated 5-23-2024
Addendum No. _____, dated _____
Addendum No. _____, dated _____
Addendum No. _____, dated _____

4.0 SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

- ☒ Document 00405 - Schedule of Unit Price Work, if applicable
- ☒ Document 00411 - Bid Bond (*Form supplied by Bidder*)
- ☒ Document 00420 - Statement of Bidder's Qualifications
- ☒ Document 00423 - Certification to Bidder's Experience & Qualifications
- ☒ Document 00425 - Equipment & Material Suppliers List

5.0 SIGNATURES:

Bidder: ORC DEVELOPMENT & CONSTRUCTION CO. LLC
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.*]
By: [Signature] 5-31-2024
[Signature]** [Date]
Name: CARLO CANTU President
[Please print or type name] [Title]
Address: 2016 S. 45th ST., McAllen, TX. 78503
[Mailing]

[Street, if different]
Telephone: 208-972-1192
[Print or type telephone number]

* If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.

** The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement,



PROJECT #2023-24-06
CITY OF WESLACO
NEW THEATER WALL CONSTRUCTION
& DEMOLITION OF PORTER DOSS BUILDING

FORM OF PROPOSAL

participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

END OF DOCUMENT



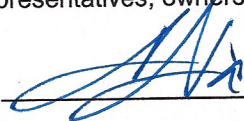
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

CARLO CANTU, being first duly sworn, deposes and says that:
(Name)

- (1) He is President of CRC DEV-CONST. CO. LLC, the Bidder that has submitted the attached Bid;
(Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF WESLACO**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign



Title

President

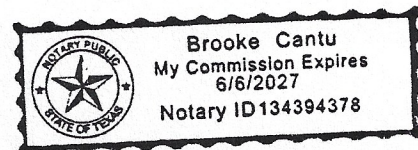
Subscribed and sworn to me this 3rd day of May, 20 24.

By:



Notary Public

My commission expires 6/6/2027



END OF SECTION



**CERTIFICATE REGARDING DEPARTMENT
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

Document 00640

**CERTIFICATION REGARDING DEPARTMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

CRC DEVELOPMENT & CONSTRUCTION CO. LLC
[Typed Name of Company:]

CARLO CANTU, President
[Typed Name & Title of Authorized Representative]

[Signature]
[Signature of Authorized Representative]

5-31-2024
[Date]

If unable certify the above statements, explanation is attached.

END OF DOCUMENT



Document 00636

VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT BIDDERS

Government Code 2252.002 provides that, in order to be awarded a contract as low bidder, a non-resident bidder must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident bidder is a contractor whose corporate offices or principal place of business is outside of the State of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the blank in Section B.

- A. Non-resident vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

- B. Our principal place of business or corporate offices are in the State of Texas: ✓

BIDDER:

CRC DEVELOPMENT & CONSTRUCTION CO. LLC
Company

MI Allen TX 78503
City State Zip

CARLO CANTU
By: (please print)

[Signature]
Signature

President
Title: (please print)

THIS FORM MUST BE RETURNED WITH THE BID



Document 00635

CONTRACTOR'S ACT OF ASSURANCE

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared CARLO CANTU, Affiant,
[Affiant]

who being by me duly sworn on his oath stated that he is President, of
[Title]

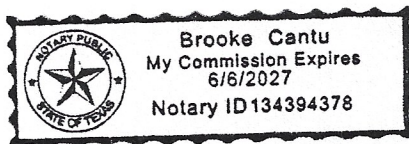
the CRC DEVELOPMENT / CAST CO. LLC, Contractor, that he is authorized to represent Contractor
[Contractor]

pursuant to provisions of a resolution adopted on this 31st day of May, 2024. A duly
certified copy of such resolution is attached to and is hereby made a part of this document.

Affiant, in such capacity declares and assures the City of Weslaco that Contractor will construct the Project
in accordance with sound construction practice and all laws of the State of Texas.

[Signature]
[Affiant]

SWORN AND SUBSCRIBED before me on this 31st day of May, 2024.



B. Cantu
Notary Public in and for the State of TEXAS

Brooke Cantu
[Print or Type Notary Public Name]

My Commission Expires: 6/6/2027
[Expiration Date]

[Seal]

END OF DOCUMENT



Document 00632

**CONTRACTOR'S RESOLUTION
ON
AUTHORIZED REPRESENTATIVE (ED-104)**

CARLO CANTU

Name or Names

I hereby certify that it was RESOLVED by a quorum of the directors of the

CRC DEVELOPMENT / CONSTRUCTION CO. LLC meeting
name of corporation

on the day of 31st, 2024 that CARLO CANTU,

_____ , and _____ , be, and hereby is,

authorized to act on behalf of CRC DEVELOPMENT / CONSTRUCTION CO. LLC, as its
name of corporation

representative, in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said

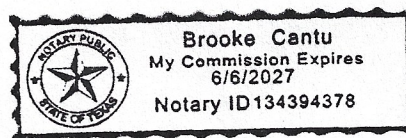
meeting and that the resolution has not been rescinded or amended and is now in full forces

and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and

affix the seal of the corporation this 31st day of May, 2024

(seal)



B. Cantu
Secretary



Document 00631

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

CRC DEVELOPMENT & CONSTRUCTION CO. LLC

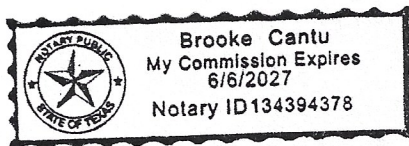
[Name of Corporation / Contractor]

meeting on this 31st day of May, 2024, that CARLO CANTU,
[Corporate Representative]

be, and hereby is, authorized to act on behalf of the Corporation, as its representative, in all business transactions conducted in the State of Texas, and that the above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation on this

31st ~~31st~~ day of May, 2024.

B. Cantu
Secretary/Assistant Secretary



[Seal]



PROJECT #2023-24-06
CITY OF WESLACO
NEW THEATER WALL CONSTRUCTION
& DEMOLITION OF PORTER DOSS BUILDING

**BONDS AND CERTIFICATES
AFFIDAVIT OF INSURANCE**

Document 00625

AFFIDAVIT OF INSURANCE

THE STATE OF TEXAS

§
KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared

CARLO CANTU, who
[Affiant]

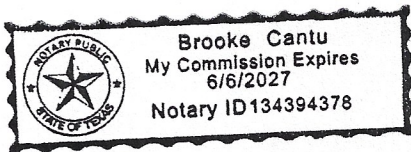
being by me duly sworn on his oath stated that he is President, of
[Title]

CRC DEVELOPMENT & CONSTRUCTION CO. LLC
[Contractor's Company Name]

the Contractor named and referred to within the Contract Documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Agreement.

[Signature]
[Affiant's Signature]

SWORN AND SUBSCRIBED before me on 5-31-2024.
[Date]



[Notary Seal]

B. Cantu
Notary Public in and for the State of TEXAS
Brooke Cantu
[Print or type Notary Public name]

My Commission Expires: 6/2027
[Expiration Date]

END OF DOCUMENT



Carlo R. Cantu

2016 S 45th St. McAllen, TX 78503
(208) 972-1192 – carlo@crcdesign-build.com

Qualifications:

With 32 years of combined experiences that cover all areas of the architectural, engineering, and construction industry, I aim at providing all personnel associated with, the opportunity to experience and better understand the highest level of architectural and construction methods, means, and functions.

Work Experience

Senior Project Manager

MH Construction Inc.

Kennewick, Washington - January 2018 to January 2019

As Senior PM I was involved with all phases of the general contracting process from pre-construction bid solicitation through completed project acceptance and turnover. I was responsible for the daily operations of assigned awarded contracts. I had daily interaction with job site superintendents, project engineers, and I served as the main point of contact between project owners, architects, and consultants.

Director of Architectural Services

RADIX Construction

Nampa, Idaho - November 2016 to October 2017

Responsible for the daily operations of the architectural division. Served as main point of contact between consulting engineers and owners for architectural services. Involved with the design process from schematic design through building permit entitlement. Architectural projects were both conventional Design-Bid-Build and Design-Build.

Project Manager

Engineered Structures Inc. (ESI)

Meridian, Idaho - August 2015 to October 2016

Involved with all phases of the construction process from pre-bid to closeout of commercial construction projects. Responsible for the daily communication and flow of construction schedule alongside superintendents and respective owner representatives.

Senior Project Manager

HighMark Construction Company (HMC)

Mission, Texas, - September 1998 to August 2015

I was responsible for all daily operations and phases of running a general contracting and design-build company. In my 17 years with HMC, I gained valuable hands on experience with all phases of the Design-Build process covering schematic design through construction turnover and closeout. Was also responsible for hands on training of personnel, direction of construction document production and review, and ultimately completion of awarded construction and design-build contracts.

Intern Architect

V-A Architecture / McClarty - Baker Inc.

McAllen, Texas / Fort Worth, Texas - June 1992 to August 1998

As intern architect I was involved with construction document production, design code data review, red lining, and training of new staff. I contributed to all phases of the design process from schematic design through completed construction administration. During my architectural internship I gained vital communication and leadership qualities involved in the design-build industries. Was also involved with team-oriented design groups and involved with coordination of consultant engineers and owner relations.

Education:

Master of Architecture - May 1998

Texas Tech University – Lubbock, Texas

Associate in Arts – May 1993

Central Christian College – McPherson, Kansas

Career Overview:

Summary of responsibilities, experiences, and duties performed during my career include but not limited to the following:

- Manage the performance and assist in training project management staff
- Vet personnel for new managers, superintendents, and administrative hires
- Meet or exceed profit projections for each project
- Provide oversight with pre-construction deliverables
- Develop project work plans and establish operational priorities
- Develop scopes of work and buy-outs
- Manage cost control, billings, collections, and change orders
- Understanding of cost estimating, budgeting, and forecasting
- Key point of contact with Owners, Architects, and Consultants
- Support jobsite and self-performed trade management
- Oversight of financial reviews, critical path milestones, and customer satisfaction
- Manage sub-contractors on change orders, proposal request, and contingencies
- Supervise completion of punch list items and follow up on warranty work
- Develop and maintain relationships with new and existing customers
- Partner with superintendents in development of project site logistics
- Understanding and preparation of construction and design contracts
- Oversee and prepare monthly pay request
- Analyze and forecast quarterly total cost projections
- Implement and monitor training of all staffing personnel and project labor
- Monitor project quality control
- Develop and lead project close-out processes
- Maintain effective relationships with vendors, sub-contractors, and consultants
- Contribute to business development and participate in presentation preparation delivery
- Oversee all WIP and Development
- Manage submittal and RFI logs to ensure proper project flow
- Coordinate material testing for all projects
- Lead the coordination with project designer in translating design into CD's
- Coordinate and lead project teams with all disciplines through the development of CD's
- Perform Code Reviews for projects with all disciplines
- Coordinate and assign team task, goals, and deliverables with design team members
- Performed detailed punch list upon completion to expedite final acceptance by owner
- Lead bi-weekly progress meetings to ensure all issues were current and resolved

Carlo R. Cantu

2016 S 45th St. McAllen, TX 78503
(208) 972-1192 – carlo@crcdesign-build.com

Qualifications:

I've excelled in working hand and hand with various personnel during all phases of the design and building process. I also possess first hand, detailed architectural and engineering understanding including administration of multiple facility types from schematic design through accepted completed construction and closeout. Below is a list of ground up and tenant improvement projects completed under my direct supervision as project manager from pre-bid through completed construction.

<u>Year</u>	<u>Price</u>	<u>Project Description</u>	<u>Location</u>	<u>Owner</u>
2002	\$375,000	Hidalgo County Shooting Range	Edinburg, TX	Hidalgo County
2003	\$710,000	Hidalgo County Precinct No.4 Offices	Edinburg, TX	Hidalgo County
2004	\$2,350,000	Pavilion Enclosures-7 Elementary Schools	La Joya, TX	La Joya ISD
2004	\$610,000	City of Hidalgo Library Addition	Hidalgo, TX	City of Hidalgo
2005	\$1,410,000	Custom Residence for Dr. Mark Harrison	Mission, TX	Dr. Mark Harrison
2005	\$3,640,000	New Gym & Remodel for Hidalgo Elem.	Hidalgo, TX	Hidalgo ISD
2005	\$2,550,000	Cancer Center for Urology Clinics of Texas	Dallas, TX	Urology Associates
2006	\$695,000	Palmview High School Ag-Barn	La Joya, TX	La Joya ISD
2007	\$2,100,000	Don Johnson Dodge, Jeep, Chrysler	Brownsville, TX	Don Johnson
2007	\$2,370,000	New Police & Fire Station	Mission, TX	City of Mission
2008	\$1,150,000	New Classroom Addition	Hidalgo, TX	Valley View ISD
2009	\$1,720,000	La Feria Boys & Girls Club	La Feria, TX	City of La Feria
2010	\$3,470,000	Veterans Memorial High School Addition	Mission, TX	Mission ISD
2010	\$1,000,900	Mims Elem. Kitchen renovation & Addition	Mission, TX	Mission ISD
2010	\$3,780,000	PSJA North High School Addition	Pharr, TX	PSJA ISD
2011	\$750,000	Headstart Clinic Addition	Edinburg, TX	Hidalgo County
2012	\$3,200,000	PSJA Southwest High School Field House	Pharr, TX	PSJA ISD
2013	\$2,100,000	St. Eugene Church	Brownsville, TX	Catholic Diocese
2013	\$2,560,000	City of McAllen Sports Complex	McAllen, TX	City of McAllen
2013	\$3,850,000	City of McAllen Police Station Addition	McAllen, TX	City of McAllen
2013	\$2,100,000	City of Mission Downtown Renovations	Mission, TX	City of Mission
2013	\$2,225,000	Texas Tropical Behavioral Health Center	Brownsville, TX	State of Texas
2013	\$955,000	City of San Benito Tax Office	San Benito, TX	City of San Benito
2014	\$775,000	St. Joseph's Classroom Addition	Edinburg, TX	Catholic Diocese
2014	\$925,000	Mercedes ISD North Elem. Classroom Add.	Mercedes, TX	Mercedes ISD
2014	\$385,000	Mercedes ISD Kennedy Elementary Demo	Mercedes, TX	Mercedes ISD
2014	\$2,215,000	San Cristobal Church	Mission, TX	Catholic Diocese
2015	\$895,000	Popeye's Chicken	Amon, ID	Popeye's Chicken
2015	\$980,000	Popeye's Chicken	Twin Falls, ID	Popeye's Chicken
2016	\$575,000	Wal-Mart Renovation	West Valley, UT	Wal-Mart
2016	\$1,400,000	Caliber Collision	Surprise, AZ	Caliber Collision
2016	\$1,800,000	Obendorf Hops Facility	Wilder, ID	Obendorf Farms
2017	\$3,100,000	KJ's Convenience Store & Car Wash	Kuna, ID	KJ's C-Stores
2018	\$1,200,000	Bush Retail Center	Richland, WA	Bush Family Trust
2018	\$575,000	Community First Bank Renovations	Kennewick, WA	Comm. First Bank
2018	\$350,000	BMW Motors – Tri Cities	Richland, WA	BMW
2018	\$325,000	Pioneer Elementary Renovations	Sunnyside, WA	Sunnyside Sch District
2018	\$14,150,000	Red Rock Elementary Modernization	Royal City, WA	Royal City School Dist.
2019	\$1,785,000	Jefferson Elementary Cafeteria	Boise, ID	Boise School Dist.
2020	\$1,680,000	Spokane County Court House Renovations	Spokane, WA	Spokane County
2020	\$1,445,000	Nez Perce Co. Juvenile Detention Addition	Lewiston, ID	Nez Perce County
2022	\$866,000	South Texas College Interior Renovations	McAllen, TX	South Texas College



Development & Construction Co., LLC
Synergetic Solutions

Trade & Bank References

5-31-2024

City of Weslaco
255 S Kansas Ave
Weslaco, TX 78596

Dear City of Weslaco,

The following are Trade and Bank references as requested by bid instructions:

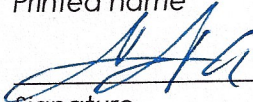
1. Lone Start Material – 956-514-0300
2. Builders Choice – 956-686-1761
3. Morison Supply – 956-994-9131

Only 1 bank reference available

1. Wells Fargo – 956-992-7373

Carlo Cantu

Printed name



Signature

President

Position in bidding company

5-31-2024

Date



Development & Construction Co., LLC
Synergetic Solutions

RE: Previous Work References

Below is a list of our past and current projects that demonstrate similar size and scope:

1. College of Western Idaho - ITB 01-2019 – Utility & Infrastructure Project in Support of Modular Buildings
 - College of Western Idaho
Aaron Whitman, Facilities Planning Manager
208-562-2654 -office, 205-577-0428 – cell
aaronwhitman@cwidi.edu
ITB 01-2019 – Utility & Infrastructure Project in Support of Modular Buildings
 - Awarded Contract Amount - \$732,000
 - Final Contract Amount - \$794,509
 - Provided utility infrastructure for Higher Education Facility expansion (sewer, water, storm, electrical) to new modular buildings on campus along with finish concrete work and landscaping. Project similar in size and duration to Spokane County Courthouse Renovations.
 - Assessment:
 1. Quality control was achieved by having open communication with the owner and with subcontractors. Project schedule was created and shared with subcontractors to give feedback on the length provided for their scope of work. Superintendent was on site daily to oversee work being done and OAC meetings were held monthly to get owner feedback.
 2. Project completion dates were met, it was determined with the owner that landscaping efforts would be most beneficial in the warmer months of spring, so substantial completion was carried over into spring months.
 3. A large portion of the contract was subcontracted to a local/vetted electrical company known for their product delivery. Sewer and water installed by operators with years of experience and finish concrete and landscaping also performed by experienced firms.
 4. Management of subcontractors was achieved through open communication and feedback as well as maintaining a current schedule.
 5. Project management provided transparency in communication for change orders, pricing requests and ASI as requested, and always kept lines of communication open.
 6. Complied with contract requirements through daily superintendent communication, complete and timely submittals to ensure project conformance with plans and specs, and proper project closeout documentation.



Development & Construction Co., LLC
Synergetic Solutions

2. City of Boise – SFB 20-051 – Office of Police Oversight Tenant Improvements

- City of Boise
Yorick de Tassigny, CFM, Building Planning/Maintenance Manager
208-608-7186 – office
ydetassigny@cityofboise.org
SFB 20-051 – Office of Police Oversight Tenant Improvements
- Awarded Contract Amount - \$175,832
- Final Contract Amount - \$175,832
- The project was a general tenant improvement to construct an office and improvements to an existing service desk to include new finishes, installation of security panels, and modification of a service counter at City Hall. Project similar in scope involving demolition, metal stud framing, sheetrock and finishes for new walls, hollow metal frame, new door installation and new floors.
- Assessment:
 1. Subcontractors were hired/vetted for their known workmanship. This was a small project so a fair amount of the work was completed in-house.
 2. The project was completed within given time for completion. Project closeout was affected by COVID-19, but we were still able to deliver a finish product within the time-frame given.
 3. All work performed was done so by experienced personnel in respective fields to produce a the finish product desired by the owner.
 4. Management of subcontractors was achieved through open channels of communication and feedback.
 5. Project management ensured timely responsiveness to all requests, timely submittals, transparency in project progression and open channels of communication with the owner representatives.
 6. Complied with contract requirements through daily superintendent communication, complete and timely submittals to ensure project conformance with plans and specs, and proper project closeout documentation.

3. State of Idaho, Division of Public Works – DPW 18191 - Boise State University Lab Space Renovations – MPC Building

- State of Idaho, Division of Public Works
Jimmy O'Connor, Owner Representative, Hutchison Smith Architects, P.A.
208-338-1212 – office
joconnor@hsaarchitects.com
DPW 18191 – MPC Lab Space Renovations
- Awarded Contract Amount - \$1,132,000
- Current Contract Amount - \$1,139,477.08



Development & Construction Co., LLC

Synergetic Solutions

- Remodeled the MPC Room 121 into two Biology Teaching Labs with a shared Lab Prep Room. The work included demolition of existing lay-in ceiling grid and tiles, removal of raised access floor, demo of (2) offices, mechanical and electrical demo as required. New work included new partition walls, new grid ceiling, new concrete floor. The new labs and prep area include new counters, casework, fume hoods, lab sinks, flooring, emergency eyewash/showers as well as associated mechanical, plumbing, fire sprinkler modifications, electrical, communications and fire alarm work. Project similar in both size and scope to Spokane County Courthouse Renovations.
- Assessment:
 1. Quality control was achieved by having open communication with the Architect, owner and subcontractors. A project schedule was created and shared with subcontractors prior to start of work, giving them the opportunity to give feedback on the length provided for their scope of work. A Superintendent was on site daily to oversee work being done and OAC meetings were held monthly to get owner feedback.
 2. This project was affected by COVID-19 shutdowns on campus. There have also been several owner requested change orders that have delayed the project's on-time completion. This project is currently substantially complete, and waiting on two owner requested change orders to finish.
 3. All subcontractor work completed on this project was done so by experienced, skilled labor in each discipline.
 4. Subcontractor management was accomplished with open lines of communication, daily interaction with superintendent and responsiveness from project manager for RFI/subcontractor needs to perform their scope of work properly and efficiently.
 5. Project management was in almost daily communication with the Architect on this project. The open lines of communication and responsiveness in both directions made administration and management of the project day to day hurdles much more manageable.
 6. Complied with contract requirements through daily superintendent communication, complete and timely submittals to ensure project conformance with plans and specs, and proper project closeout documentation. Project manager used State of Idaho project management platform to communicate and share documents via their known portal.
- 4. Independent School District of Boise City – Jefferson Elementary Cafeteria Addition
 - Independent School District of Boise City
Ed Niehay, Capital Projects Manager
208-854-6756 – Office, 208-890-1016 – Cell
ed.niehay@boiseschools.org

Casey Huse, Owner Representative, Lombard Conrad Architects

CRC Development & Construction Company, LLC, 2016 S 45th St, McAllen, Texas 78503
(208) 972-1192 • info@crcdesign-build.com • ID PWL 032657 – AA - 3 • OR 229057 • WA 604-531-408



Development & Construction Co., LLC

Synergetic Solutions

208-345-6677 – Office

caseyh@lcarch.com

Jefferson Elementary Cafeteria Addition

- Awarded Contract Amount \$1,732,000
- Current Contract Amount \$1,732,000
- The project consists of a new free standing cafeteria/kitchen, associated site work and new playground and landscaping. Work thus far has included demolition of existing playground to create space for new cafeteria and playground, tie in sewer and water, foundation, stem wall and slab, new block building structure and structural steel, new site concrete, asphalt and landscaping. New block building to include kitchen and cafeteria spaces, restrooms and mechanical room. Project similar in size and scope to Spokane County Courthouse Renovations.
- Assessment:
 1. Subcontracts were awarded to vetted contractors known for their quality of work within their discipline. Daily oversight by project Superintendent and monthly OAC meetings as well as monthly field reports done by engineers on the project ensure continued quality.
 2. This is a current project – projected completion 12/22/20.
 3. All subcontractor work completed on this project has done so by experienced, skilled labor in each discipline.
 4. Subcontractor management has been accomplished with open lines of communication, daily interaction with superintendent and responsiveness from project manager for RFI/subcontractor needs to perform their scope of work properly and efficiently.
 5. Project management has provided timely submittals, responsive action requested in all engineer field reports, use of Architect/Engineer project management system to share documentation via their known means and monthly OAC meetings to maintain open lines of communication.
 6. Complied with contract requirements through daily superintendent communication, complete and timely submittals to ensure project conformance with plans and specs.

Should you have any questions or need for clarification, please do not hesitate to contact me anytime.

Respectfully submitted,

Carlo R. Cantu

Carlo Cantu, President

CRC Development & Construction Company, LLC

208-972-1192 - carlo@crcdesign-build.com

CRC Development & Construction Company, LLC, 2016 S 45th St, McAllen, Texas 78503
(208) 972-1192 • info@crcdesign-build.com • ID PWL 032657 – AA - 3 • OR 229057 • WA 604-531-408



June 12, 2024

Mr. Omar Rodriguez
City of Weslaco, Parks Director
255 N. Kansas Ave.
Weslaco, Texas 78596

Re: MJVSPL New Theater Wall & Porter Doss Bldg. Demolition

Dear Mr. Rodriguez:

In regards to the bidding process for the referenced project, three bids were received on May 31st. The bids are listed below in order of price.

AJ3 Construction of Weslaco	\$147,835.10
CRC Development & Construction Co., LLC of Weslaco	\$365,320.00
Peacock General Contractor, Inc. of Harlingen	\$389,000.00

On June 5, Martin Garza, Homer Rhodes, Arnolando Becho, yourself and I met with Arturo Gonzalez to review the bid from AJ3 Construction. Mr. Gonzalez stated during this meeting that the bid submitted was in error, in that they had failed to include the cost of backfilling and compaction of the site after demolition of the Porter Doss Building. He stated that the value of this work would be \$110,000, and he also stated that AJ3 would not honor their bid.

My recommendation is to follow through with the formal process of awarding the bid to AJ3, and have them submit in writing whether or not they plan to honor their bid. If they do not honor their bid, then their bid would be rejected, and the next lowest bidder, CRC, would be awarded the contract. CRC's bid is within the budget for the project of \$460,000, and therefore I would recommend awarding the contract to this company in the amount of their bid of \$365,320.00.

If the construction contract with CRC is successfully executed, then the City should notify AJ3 and their bonding company, Markel Insurance Company, of your intent to file a claim for the full amount of the bond, calculated at 5% of the bid amount of \$147,835.10.

There is another option, which the City might consider, as follows: If all of the bids are rejected, and the project was to be re-bid, it is possible that a lower price could be obtained. In my opinion this option could give a 'black-eye' to the City's bid processes, and thus I could not recommend this action.

If you have any questions regarding this information, please don't hesitate to call me.

Sincerely,

Robert S. 'Bob' Simpson, AIA
Boultinghouse Simpson Architects, Inc.



Standardized Agenda Request Form

Date of Meeting: June 18, 2024		Agenda Item No. (to be assigned by CSO): 2024-642	
From:			
Subject: Discussion and consideration on Ordinance 2024-20 for the installation of stop signs at the existing Hike and Bike Trail Crossing along Westgate Drive between 6th Street and 18th Street and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-20. Possible action. (Staffed by Engineering Department.)			
Background: Information will be distributed at meeting.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Albert Aldana Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			